

# Share Sale and Purchase Agreement

## 股份出售和购买协议

Dated [2024.8.20]  
日期 [2024.8.20]

Beijing Jingneng Clean Energy (Hong Kong) Co., Limited (**Seller**)  
北京京能清洁能源电力股份（香港）有限公司（卖方）

Beijing Energy International (Australia) Holding Pty Ltd (**Buyer**)  
北京能源国际（澳大利亚）控股有限公司（买方）

Beijing Jingneng Clean Energy (Australia) Holding Pty Ltd (**Company**)  
北京京能清洁能源（澳大利亚）控股有限公司（公司）

For and  
BEIJING JINGNENG  
北京京能

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# Share Sale and Purchase Agreement

## 股份出售和购买协议

### Details

#### 详情

<b>Parties</b> 各方	<b>Seller, Buyer and Company</b> 卖方、买方和公司	
<b>Seller</b> 卖方	<b>Name</b> 名称	<b>Beijing Jingneng Clean Energy (Hong Kong) Co., Limited</b> 北京京能清洁能源电力股份（香港）有限公司
	<b>HK company registration number</b> 香港公司注册号	[1847747]
	<b>Email</b> 电邮	<u>13601086560@163.com</u> <u>13601086560@163.com</u>
	<b>Attention</b> 收件人	Ke Li 李格
	<b>Name</b> 名称	<b>Beijing Energy International (Australia) Holding Pty Ltd</b> 北京能源国际（澳大利亚）控股有限公司
	<b>ACN</b> 澳大利亚公司注册号	641 036 053 641 036 053
<b>Buyer</b> 买方	<b>Email</b> 电邮	<u><a href="mailto:Qinglong.chen@bjeiaustralia.com">Qinglong.chen@bjeiaustralia.com</a></u> Qinglong.chen@bjeiaustralia.com
	<b>Attention</b> 收件人	Qinglong CHEN 陈庆龙
	<b>Name</b> 名称	<b>Beijing Jingneng Clean Energy (Australia) Holding Pty Ltd</b> 北京京能清洁能源（澳大利亚）控股有限公司
<b>Company</b> 公司	<b>ACN</b> 澳大利亚公司注册号	620 007 365 620 007 365
	<b>Email</b>	<u><a href="mailto:weiwei.shi@bjeiaustralia.com">weiwei.shi@bjeiaustralia.com</a></u>

电邮 [weiwei.shi@bjiaustralia.com](mailto:weiwei.shi@bjiaustralia.com)

Attention Weiwei SHI  
收件人 石威威

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**Sale Shares**  
标的股份

The ordinary shares in the issued capital of the Company agreed to be sold under this document, as set out in Schedule 1 (Details of Sale Shares).

本协议项下约定出售的公司已发行股本中的普通股，详见附件 1（标的股份详情）。

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**Last date for satisfaction of Conditions Precedent**  
先决条件满足的最后日期

The date which is [6] months from the date of this document (or any later date agreed by the Seller and the Buyer in writing in accordance with clause 2.4) (see clause 10.1).

本协议签署之日起【6】个月（或卖方和买方根据第 2.4 条书面约定的任何较晚日期）（见第 10.1 条）。

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**Governing law**  
适用法律

New South Wales of Australia.  
澳大利亚新南威尔士州。

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**Recitals**  
序言

A The Company is incorporated in Australia and has its registered office at Sydney.  
公司在澳大利亚注册成立，其注册办公地址位于悉尼。

B The Seller is the registered holder and beneficial owner of the Sale Shares.  
卖方是标的股份的登记持有人和实益拥有人。

C The Seller has agreed to sell, and the Buyer has agreed to buy, the Sale Shares on the terms of this document.  
卖方同意根据本协议的条款出售且买方同意根据本协议的条款购买标的股份。

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# Share Sale and Purchase Agreement

## 股份出售和购买协议

### General terms

#### 一般条款

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## 1 Definitions and interpretation

### 定义和释义

#### 1.1 Definitions

##### 定义

Unless the contrary intention appears these meanings, together with the meanings in the Details, apply:

除非上下文语境另外要求，以下术语定义连同“详情”中所约定的内容一并适用：

**Accounting Standards** means:

会计准则系指：

- (a) the accounting standards required under the Corporations Act (including the Approved Accounting Standards issued by the Australian Accounting Standards Board) and other mandatory professional reporting requirements issued by the joint accounting bodies (including the Australian Accounting Standards issued either jointly by CPA Australia and the Chartered Accountants Australia and New Zealand or by the Australian Accounting Research Foundation on behalf of CPA Australia and the Chartered Accountants Australia and New Zealand); and

《公司法》项下规定的会计准则（包括由澳大利亚会计准则委员会发布的《经批准会计准则》）和其他由联合会计机构发布的强制性专业报告要求（包括由澳大利亚注册会计师公会、澳大利亚新西兰特许会计师协会联合发布，或由澳大利亚会计研究基金会代表澳大利亚注册会计师公会、澳大利亚新西兰特许会计师协会发布的澳大利亚会计准则）；及

- (b) if no accounting standard applies under the Corporations Act or other mandatory professional reporting requirements, the principles set out in Australian Statements of Accounting Concepts.

如果《公司法》项下规定的会计准则或其他强制性专业报告要求不适用，则应遵循《澳大利亚会计概念声明》中规定的原则。

**Adjustment Amount** means the amount equal to 40% of:

调整金额系指等同于以下金额的40%：

- (a) the NPAT of the Company for the period from the Valuation Date to the Completion Date; less

公司自估值日至交割日期间的税后净利润；减去



- (b) any Permitted Dividend declared or paid by the Company after the Valuation Date and prior to the Completion Date (except for those declared before the Valuation Date).

公司在估值日之后且交割日前宣布或支付（但估值日前已宣布的除外）的任何许可股息。

except that, in the event that the calculation of the above results in an amount which is less than zero, such Adjustment Amount shall be deemed to be zero.

但如果上述计算结果的金额小于零，则该调整金额应被视为零。

**Adjustment Statement** has the meaning given in clause 4.3(a)(i).

调整报表具有第 4.3(a)(i)条赋予的含义。

**[Amended Constitution]** means the amended constitution of the Company, in a form agreed in writing by the Buyer and the Seller.]

[经修订章程系指公司经修订的章程，其形式须经买方以及卖方书面同意。]

**Assets** means the assets from time to time owned by the Company and the Group Members.

资产系指公司及集团成员不时拥有的资产。

**Auditor** means the Company's auditor from time to time.

审计师系指公司不时委任的审计师。

**BJCE Listco** means Beijing Jingneng Clean Energy Co., Limited with stock code 0579 on the Hong Kong Stock Exchange.

**BJCE 上市公司**系指在香港证券交易所上市的北京京能清洁能源电力股份有限公司，股票代码是 0579。

**BEI Listco** means Beijing Energy International Holding Co., Ltd with stock code 0686 on the Hong Kong Stock Exchange.

**BEI 上市公司**系指在香港证券交易所上市的北京能源国际控股有限公司，股票代码是 0686。

**Business Day** means a day on which banks are open for general banking business in Sydney, New South Wales, Hong Kong and Mainland China.

工作日系指位于澳大利亚新南威尔士州悉尼市、中国香港和中国大陆的银行为正常提供银行业务的营业日。

**CGT Withholding Amount** means an amount that the purchaser is required to pay to the Commissioner of Taxation, determined in accordance with section 14-200(3) of Schedule 1 of the *Taxation Administration Act 1953* (Cth).

资本利得税预扣金额系指根据澳大利亚联邦 1953 年《税收管理法》附件 1 第 14-200 (3) 条确定的买方应向税务专员支付的金额。

**Completion** means completion of the sale and purchase of the Sale Shares in accordance with clause 5 and **Complete** has a corresponding meaning.

完成交割系指根据第 5 条完成对标的股份的出售和购买，且交割具有相应的含义。

**Completion Amount** means equity value for 40% shares of the Company as of the Valuation Date, i.e. A\$ [183,009,500].

交割金额系指公司 40%股份对应的于估值日的股权价值，即[183,009,500]澳元。

**Completion Date** means the date which is the last day of the month in which the last Condition Precedent is satisfied or waived.

交割日系指最后一项先决条件被满足或豁免所在月的最后一日。

**Conditions Precedent** means the condition precedent set out in clause 3.4 and clause 2.1 and **Condition Precedent** means any one of the Conditions Precedents.

先决条件系指第 3.4 条和第 2.1 条中所列的全部先决条件，先决条件之一指其中任何一项先决条件。

**Confidential Information** means all information (regardless of its form) disclosed to a party (or to its Related Body Corporate or Representative) under or in connection with any Transaction Document, including the fact of the signing of the Transaction Documents by the parties, the existence of the Transaction Documents, the terms of the Transaction Documents and the transactions contemplated thereunder, the confidential information, trade secrets and technological secrets of the other party known to the parties during the term of the Transaction Documents, and any information exchanged between the parties, whether orally or in writing, in connection with the preparation or performance of the Transaction Documents. The term does not include information which:

保密信息系指根据任何交易文件或与任何交易文件有关的、披露给一方当事人（或其关联实体或代表）的所有信息（无论以何种形式），包括各方签署交易文件的事实、交易文件的存在、交易文件的条款及其项下的交易、各方在交易文件有效期间获知的对方的保密信息、商业秘密、技术秘密、以及彼此就准备或履行交易文件而交换的任何口头或书面资料等，但不包括以下信息：

- (a) is in the public domain other than through breach of this document or an obligation of confidence owed to the disclosing party or any Related Body Corporate of the disclosing party;

非因违反本协议或违反披露方或其任何关联实体负有的保密义务而被公众知悉的信息；

- (b) was already known to the receiving party at the time of that disclosure (unless that knowledge arose from a breach of an obligation of confidentiality); or

接收方在披露时已经知悉的信息（除非接收方违反保密义务而掌握该等信息）；或

- (c) the receiving party acquires from a source other than the disclosing party (or any Related Body Corporate or Representative of the disclosing party), where that source is entitled to disclose it.

接收方从与披露方（或披露方的任何关联实体或代表）无关的第三方获得的信息，且该等第三方有权向接收方作出该等披露。

**Controller** has the meaning it has in the Corporations Act.

控制人具有《公司法》所规定的含义。

**Corporations Act** means the *Corporations Act 2001* (Cth).

《公司法》系指澳大利亚联邦 2001 年《公司法》。

**Costs** means costs, charges and expenses, including those incurred in connection with advisers and any legal costs on a full indemnity basis.

费用系指费用、收费和开支，包括任何顾问费用以及任何在全额赔付基础上产生的法律费用。

**Dispute** means any dispute, controversy or difference between the parties arising out of or in connection with this document or the subject matter of this document, including any question concerning its formation, validity, interpretation, performance, breach and termination.

争议是指各方因本文件或本文件所涉及的具体内容（包括与本文件的形成、有效性、解释、履行、违反和终止有关的任何问题）引起的或与之相关的任何争议、纠纷或分歧。

**Dispute Notice** has the meaning given in clause 14.2(a)(i).

争议通知具有第 14.2(a)(i)条赋予的含义。

**Duty** means any stamp, transaction or registration duty or similar charge which is imposed by any fiscal Government Agency and includes any associated interest, penalty, charge or other amount which is imposed.

税费系指任何政府财政机关征收的任何印花税、交易税、登记税或类似收费，包括任何相关利息、罚款、收费或征收的其他款项。

**Encumbrance** means any security for the payment of money or performance of obligations, including a mortgage, charge, lien, pledge, trust, power or title retention or flawed deposit arrangement and any "security interest" as defined in sections 12(1) or (2) of the PPSA, or any agreement to create any of them or allow them to exist.

权利负担系指作为任何支付款项或履行义务的担保，包括抵押、押记、留置、质押、信托、权力或所有权的保留、有瑕疵的存款安排，以及《个人财产担保法》第 12（1）或（2）条中定义的或任何创建担保权益或允许其存在的协议中约定的任何“担保权益”。

**FIRB Act** means the *Foreign Acquisitions and Takeovers Act 1975* (Cth).

《外国投资审查委员会法案》系指澳大利亚联邦 1975 年《外国收购和接管法案》。

**Government Agency** means any governmental, semi-governmental, administrative, fiscal, judicial or quasi-judicial body, department, commission, authority, tribunal, agency or entity.

政府机构系指任何政府、半政府、行政、财政、司法或准司法机构、部门、委员会、当局、法庭、机关或实体。

**Group** means the Company and each of its Subsidiaries, and **Group Member** means any of them.

集团系指公司及其每一子公司，集团成员指集团中的任何成员。

**Hong Kong Stock Exchange** means the Stock Exchange of Hong Kong Limited.

香港证券交易所系指香港联合交易所有限公司。

**Hong Kong Stock Exchange Listing Rules** means the Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited.

香港证券交易所上市规则系指《香港联合交易所有限公司证券上市规则》。

**Independent Accountant** means a partner of a accounting firm who is independent of the parties and has the relevant professional qualifications.

独立会计师系指独立于各方的具有相关业务资质的会计师事务所的合伙人。

A person is **Insolvent** if:

在下列情况下，一方为破产：

- (a) it is (or states that it is) an insolvent under administration or insolvent (each as defined in the Corporations Act);

其为（或声明其为）接受行政监管或破产的无力偿还债务者（每项定义见《公司法》）；

- (b) it is in liquidation, in provisional liquidation, under administration or wound up or has had a Controller appointed to its property;

其处于清算、临时清算、接受管理或清盘中，或已就其财产指定控制人；

- (c) it is subject to any arrangement, assignment, moratorium or composition, protected from creditors under any statute or dissolved (in each case, other than to carry out a reconstruction or amalgamation while solvent on terms approved by the other parties to this document);

其受限于任何法令项下以保护债权人为目的的任何安排、转让、延期偿付或重组安排，或已解散（在任一情况下，依据本协议其他各方批准的条款且其有偿付能力时进行重组或合并的除外）；

- (d) an application or order has been made (and in the case of an application, it is not stayed, withdrawn or dismissed within 14 days), resolution passed, proposal put forward, or any other action taken, in each case in connection with that person, which is preparatory to or could result in any of the things described in paragraphs (a), (b) or (c);

针对该方已作出申请或命令（对于申请而言，该申请未在 14 日内被中止、撤回或驳回）、通过决议、提出建议或采取任何其他行动，以筹备或谋划上述（a）、（b）或（c）款中所述任何一项行动；

- (e) it is taken (under section 459F(1) of the Corporations Act) to have failed to comply with a statutory demand;

（根据《公司法》第 459F（1）条）其已被视作未能遵守法定要求；

- (f) it is the subject of an event described in section 459C(2)(b) or section 585 of the Corporations Act (or it makes a statement from which another party to this document reasonably deduces it is so subject);

其属于《公司法》第 459C（2）（b）条或第 585 条所述事件的涉事主体（或其作出的声明使得本协议的另一方合理推断其为该等主体）；

- (g) it is otherwise unable to pay its debts when they fall due; or

其无法偿还到期债务；或

- (h) something having a substantially similar effect to any of the things described in paragraphs (a) to (g) happens in connection with that person under the law of any jurisdiction.

根据任何司法管辖区法律，该方发生与本条 (a) 至 (g) 项所述的任何事件具有实质相似效果的事件。

**NPAT** means net profit after tax calculated in accordance with the Accounting Standards.

税后净利润系指按照会计准则计算的税后净利润。

**Permitted Dividend** means a fully franked dividend declared and paid by the Company.

许可股息系指公司宣派和支付的全额抵税股息。

**PPSA** means the *Personal Property Security Act 2009* (Cth).

《个人财产担保法》系指澳大利亚联邦 2009 年《个人财产担保法》。

**Project** means each of the following:

项目系指下列每个项目：

- (a) the Gullen Solar Farm located in New South Wales;  
位于新南威尔士州的格伦太阳能发电场；
- (b) the Gullen Wind Farm located in New South Wales; and  
位于新南威尔士州的格伦风力发电场；及
- (c) the Biala Wind Farm located in New South Wales.  
位于新南威尔士州的拜亚拉风力发电场。

**Purchase Price** means the Completion Amount plus the Adjustment Amount (if any).

购买价格指交割金额加上调整金额（如有）。

**Records** means originals and copies, in any form, of all books, files, reports, records, correspondence, documents, manuals and other material of or relating to or used in connection with the Group or the operation and maintenance of the Projects (including all the reports, assessments, surveys and consultant services agreements and records required for Tax purposes).

记录系指与集团或项目运营和维护相关的，或被用于集团或项目运营和维护的所有账簿、文档、报告、记录、通讯、文件、手册及其他材料（包括为税务目的所需的所有报告、评估、调查和顾问服务协议和记录）的原件和复印件（无论何种形式）。

**Related Body Corporate** has the meaning it has in the Corporations Act.

关联实体具有《公司法》中规定的含义。

**Representative** of a party means an employee, agent, officer, director, auditor, adviser, consultant or sub-contractor of that party and **Representatives** has a corresponding meaning.

一方的代表系指该方的雇员、代理、管理人员、董事、审计师、顾问、咨询人员或分包商，且代表具有相应的含义。

**Sale Shares** has the meaning given to this term in the Details.

标的股份具有“详情”中约定的含义。

**Seller Group** means the Seller and each of its Related Body Corporates, and **Seller Group Member** means any member of the Seller Group.

卖方集团系指卖方及其每一关联实体，**卖方集团成员**系指卖方集团的任何成员。

**Seller's CGT Declaration** means a declaration (in the Australian Taxation Office preferred form NAT 74879-06.2016 available on the Australian Taxation Office website) from the Seller that the Sale Shares held by the Seller are not indirect Australian real property interests as defined in the Tax Act for a period that includes the date of this document and the Completion Date.

卖方资本利得税声明系指卖方出具的声明（采用可在澳大利亚税务局网站获取的澳大利亚税务局格式指引 NAT 74879-06.2016），说明在包括本协议签署日和交割日的期间，卖方持有的标的股份不是《税收法》定义的间接澳大利亚不动产权益。

**Shareholders** means the shareholders of the Company from time to time.

股东系指公司不时的股东。

**Subsidiary** of an entity means another entity which:

就某个实体而言，子公司系指：

- (a) is a subsidiary of the first entity within the meaning of the Corporations Act; and

《公司法》规定的主要实体的子公司；及

- (b) in respect of the Company, in addition to paragraph (a), includes any entity set out in Schedule 2.

就公司而言，除上述第（a）项外，还包括附件 2 中列明的任何实体。

**Tax Act** means the *Income Tax Assessment Act 1936* (Cth), the *Income Tax Assessment Act 1997* (Cth) or the *Taxation Administration Act 1953* (Cth), as the context requires.

《税收法》系指澳大利亚联邦 1936 年《所得税评估法》、澳大利亚联邦 1997 年《所得税评估法》或澳大利亚联邦 1953 年《税收管理法》，视上下文而定。

**Taxes** means taxes, levies, imposts, charges, deductions, withholdings and Duties (including stamp and transaction duties) paid or payable to, or assessed as being payable by, any authority together with any fines, penalties, charges and interest in connection with them.

税项系指向任何政府机构支付、应支付或被任何政府机构评估为应支付的税项、征费、关税、收费、扣减、代扣代缴和税费（包括印花税和交易税），以及与前述各项相关的任何罚金、处罚、收费和利息。

**Transaction Documents** means:

交易文件系指:

- (a) this document; and  
本协议; 及
- (b) any document ancillary or necessary to the performance of such documents,

对于该等文件的执行属必要或相关的任何文件,

and **Transaction Document** means any one of them.

及交易文件之一系指其中任何一份交易文件。

**Treasurer** means the Treasurer of the Commonwealth of Australia.

财政部长系指澳大利亚联邦财政部长。

**Valuation Date** means [30 September 2023].

估值日系指【2023年9月30日】。

## 1.2 General interpretation

一般释义

Headings and labels used for definitions are for convenience only and do not affect interpretation. Unless the contrary intention appears, in this document:

用于定义的标题和标签仅为方便而设,并不影响本协议的解释。除非另有相反约定,在本协议中:

- (a) the singular includes the plural and vice versa;  
单数词语包括其复数形式,反之亦然;
- (b) a reference to a document includes any agreement or other legally enforceable arrangement created by it (whether the document is in the form of an agreement, deed or otherwise);  
提及的文件包括其中所载的约定或其他具有法律强制执行效力的安排(无论文件形式为协议、契约或其他形式呈现);
- (c) a reference to a document also includes any variation, replacement or novation of it;  
提及的文件还包括其任何变更、替换或更新;
- (d) the meaning of general words is not limited by specific examples introduced by "including", "for example", "such as" or similar expressions;  
概括性词语的含义不受“包括”、“例如”、“如”或类似表述引入的具体示例的限制;

- (e) a reference to **"person"** includes an individual, a body corporate, a partnership, a joint venture, an unincorporated association and an authority or any other entity or organisation;
- 提及的“人(士)”包括个人、法人团体、合伙企业、合资企业、非法人组织及机关或任何其他实体或组织;
- (f) a reference to a particular person includes the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- 提及的特定人士包括其执行人、管理人、继承人、替代人(包括通过权利更替取得的人士)及受让人;
- (g) a reference to a time of day is a reference to Sydney, Australia time;
- 提及的时间系指澳大利亚悉尼时间;
- (h) a reference to dollars, \$ or A\$ is a reference to the currency of Australia;
- 提及元、\$或澳元系指澳大利亚货币;
- (i) a reference to **"law"** includes common law, principles of equity and legislation (including regulations);
- 提及的“法律”包括普通法、衡平法原则和成文法(包括法规);
- (j) a reference to any legislation includes regulations under it and any consolidations, amendments, re-enactments or replacements of any of them;
- 提及的任何成文法包括其项下的法规及该等法规的任何整合、修订、重新颁布或替代;
- (k) a reference to **"regulations"** includes instruments of a legislative character under legislation (such as regulations, rules, by-laws, ordinances and proclamations);
- 提及的“法规”包括成文法项下具有立法性质的文书(例如法规、规章、细则、条例及公告);
- (l) an agreement, representation or warranty in favour of 2 or more persons is for the benefit of them jointly and each of them individually;
- 对两个或两个以上人士为受益人的协议、陈述或保证,对该等人士共同及每一人士分别受益;
- (m) an agreement, representation or warranty by 2 or more persons binds them jointly and each of them individually;
- 由两个或两个以上人士订立的协议、陈述或保证,对该等人士共同及每一人士分别具有约束力;
- (n) a reference to a company of persons is a reference to any 2 or more of them jointly and to each of them individually;
- 提及的一组人士指其中两个或两个以上人士共同及每一人士单独的提及;



- (o) a reference to any thing (including an amount) is a reference to the whole and each part of it;

提及的任何事物（包括金额）系指其整体及每一部分；

- (p) a period of time starting from a given day or the day of an act or event, is to be calculated exclusive of that day;

从某一特定日期或行为或事件发生之日起计算的一段期间不包含该日；

- (q) if a party must do something under this document on or by a given day and it is done after 5.00pm on that day, it is taken to be done on the next Business Day; and

如果一方必须在某一特定日期或之前完成本协议约定的事项，且该等事项是在该日下午 5 时之后完成的，则该等事项应被视为在下一工作日完成；及

- (r) if the day on which a party must do something under this document is not a Business Day, the party must do it on the next Business Day.

如果一方必须完成本协议约定的事项之日非工作日，则该方必须在下一工作日完成。

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## 2 Conditions Precedent

### 2 先决条件

#### 2.1 Conditions Precedent

##### 先决条件

The obligation of the parties to proceed to Completion is conditional upon the satisfaction of the following conditions (together, the **Conditions Precedent**):

各方进行交割的义务应以下列条件（合称“先决条件”）得到满足为前提：

- (a) the Condition Precedent in clause 3.4 (to be satisfied by the Buyer);

第 3.4 条中约定的先决条件（由买方负责）；

- (b) the Buyer obtaining approval by BJEI Listco shareholders pursuant to the Hong Kong Stock Exchange Listing Rules in respect of the proposed acquisition of the Sale Shares by the Buyer (to be satisfied by the Buyer); and

买方根据香港证券交易所上市规则就买方拟收购标的股份取得 BJEI 上市公司股东的批准（由买方负责）；及

- (c) the Seller obtaining approval by BJCE Listco shareholders pursuant to the Hong Kong Stock Exchange Listing Rules in respect of the proposed sale of the Sale Shares by the Seller (to be satisfied by the Seller).

卖方根据香港证券交易所上市规则就卖方拟出售标的股份取得 BJCE 上市公司股东的批准（由卖方负责）。

## **2.2 Reasonable endeavours and notice**

### 合理努力及通知

- (a) The parties must use their reasonable endeavours to obtain the satisfaction of the Conditions Precedent.

各方必须尽其合理努力来达成对先决条件的满足。

- (b) Each party must notify the other parties and provide reasonable supporting documents and evidence within two Business Days of becoming aware that any Condition Precedent for which it is responsible (as set out in clause 2.1) has been satisfied or cannot be satisfied.

各方必须在了解到其负责的任何先决条件（如第 2.1 条中列明）已满足或无法满足后两个工作日内通知其他方并提供合理支持文件及证据。

## **2.3 No Waiver**

### 不豁免

The Conditions Precedent may not be waived.

先决条件不得被豁免。

## **2.4 Extension of timing for satisfaction of Conditions Precedent**

### 为达成先决条件而延期

The parties may agree to extend the date for satisfaction of the Conditions Precedent in writing.

各方可书面合意约定延长先决条件的满足时点。

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# **3 Sale and purchase of Sale Shares**

## 标的股份的出售和购买

### **3.1 Sale and purchase**

#### 出售和购买

The Seller agrees to sell the Sale Shares to the Buyer and the Buyer agrees to buy the Sale Shares from the Seller, at the Purchase Price, on the terms and conditions of this document.

卖方同意根据本协议的条款和条件，以购买价格向买方出售标的股份，且买方同意根据本协议的条款和条件以购买价格向卖方购买标的股份。

### **3.2 Free from Encumbrance**

#### 无权利负担

The Sale Shares must be transferred to the Buyer at Completion free from any Encumbrance and with all rights, including dividend rights, attached or accruing to them.

向买方转让的标的股份在交割时必须无任何权利负担且具有完整权利，包括标的股份所附带或产生的分红权。

### 3.3 Seller's CGT Declaration

#### 卖方资本利得税声明

- (a) The Seller makes a declaration under section 14-225(2) of Schedule 1 of the Tax Act that from the day before the date of this document up to and including Completion the Sale Shares are membership interests but not indirect Australian real property interests (as defined under the Tax Act).

卖方根据《税法》附件 1 第 14-225 (2) 条作出声明，即自本协议签署之日前一起至交割时（包括交割时），标的股份为股东权益，而非间接澳大利亚不动产权益（定义见《税法》）。

- (b) If Completion occurs later than the date that is six months after the date of this document, the Seller must deliver to the Buyer, on or before Completion, a further declaration that the Sale Shares held by that Seller are membership interests but not indirect Australian real property interests (as defined under the Tax Act).

如果交割晚于本协议签署之日起满 6 个月之日，卖方必须在交割时或之前向买方作出进一步声明，即卖方持有的标的股份为股东权益，而非间接澳大利亚不动产权益（定义见《税法》）。

- (c) The Buyer acknowledges and agrees that:

买方承认并同意：

- (i) clause 3.3(a) constitutes a declaration for the purposes of sections 14-210(3) and 14-225(2) of Schedule 1 of the Tax Act, given by the Seller to the Buyer;

第 3.3(a) 条构成卖方根据《税法》附件 1 第 14-210 (3) 和第 14-225 (2) 条要求向买方作出的声明；

- (ii) the Buyer does not know the declaration in clause 3.3(a) to be false in respect of the Seller; and

买方并不知悉第 3.3(a) 条中卖方作出的声明为虚假声明；且

- (iii) as a result of the matters referred to in clauses 3.3(c)(i) and 3.3(c)(ii), and provided that a declaration referred to in clause 3.3(b) (if any) is not known to be false when given, the Buyer will not (despite any provision to the contrary in this document):

基于第 3.3(c)(i) 和第 3.3(c)(ii) 条所述，且如果第 3.3(b) 条中所述的声明（如有）在作出时并不被知悉为虚假声明，买方将不会实施与本文件有关的如下行为（即使本文件中有任何相反约定）：

- (A) withhold a CGT Withholding Amount from any payment to be made to the Seller (if applicable); or

从向卖方支付的任何款项中预扣资本利得税预扣金额（如适用）；或

- (B) pay a CGT Withholding Amount to the Commissioner of Taxation (if applicable),

向税务专员支付资本利得税预扣金额（如适用），

in connection with this document.

### 3.4 Conditional on FIRB approval

#### 须经过外国投资审查委员会批准

If the FIRB Act applies to the acquisition of the Sale Shares, clause 3.1 does not come into effect and is not binding until either:

如果《外国投资审查委员会法案》适用于标的股份的收购，第 3.1 条在完成下述任一事项之前不生效且不具有约束力：

- (a) the Treasurer (or the Treasurer's delegate) has provided a written no objections notification under the FIRB Act to the proposed acquisition of the Sale Shares either without conditions or with conditions; or

财政部长（或财政部长代表）已根据《外国投资审查委员会法案》就标的股份的拟议收购作出无条件或附带条件的书面无异议通知；或

- (b) following notice of the proposed acquisition of the Sale Shares having been given by the Buyer to the Treasurer under the FIRB Act, the Treasurer has ceased to be empowered to make any order under Part 3 of the FIRB Act because the applicable time limit on making orders and decisions under the FIRB Act has expired.

在买方根据《外国投资审查委员会法案》向财政部长发出拟议收购标的股份的通知后，由于根据《外国投资审查委员会法案》作出命令和决定的适用时限已经过期，财政部长不再有权根据《外国投资审查委员会法案》第 3 部分作出任何命令。

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## 4 Payment of Purchase Price

### 支付购买价格

#### 4.1 Purchase Price

##### 购买价格

The consideration for the Sale Shares is the payment by the Buyer of the Purchase Price.

标的股份的对价为买方支付的购买价格。

#### 4.2 Payment of Purchase Price

##### 支付购买价格

The Purchase Price will be paid as follows:

购买价格将以如下方式支付：

- (a) the Completion Amount, payable by the Buyer on Completion in accordance with clause 5.3; and

买方在交割时根据第 5.3 条支付交割金额；及

- (b) the Adjustment Amount (if any), payable by the Buyer in accordance with clause 4.4.

买方根据第 4.4 条支付调整金额（如有）。

### 4.3 Adjustment Amount

#### 调整金额

- (a) The Seller must, within [15] Business Days of Completion:

卖方必须在交割后【15】个工作日内：

- (i) engage a Independent Accountant to prepare a written statement (**Adjustment Statement**) setting out the calculation of the Adjustment Amount; and

聘请独立会计师编制一份书面报表（调整报表），列明调整金额的计算方法；及

- (ii) instruct the Independent Accountant to deliver the Adjustment Statement to the parties as soon as practicable, together with copies of all material working papers, reconciliations and supporting documentation related to the calculation of the Adjustment Amount.

指示独立会计师在切实可行的情况下尽快向各方提交调整报表及与计算调整金额有关的所有重大工作底稿、对账和证明文件的副本。

- (b) The parties must use their respective best endeavours to promptly and fairly answer any question asked of them and provide all working papers, reconciliations and supporting documentation requested by the Independent Accountant for the purposes of preparing the Adjustment Statement.

各方必须尽其各自最大努力，及时、公正地回答向其提出的任何问题，并提供独立会计师为编制调整报表而要求的所有工作底稿、对账和证明文件。

- (c) In preparing the Adjustment Statement, the Independent Accountant will act as an expert and not as an arbitrator. The preparation of the Adjustment Statement (and the resulting Adjustment Amount reflected in the Adjustment Statement) by the Independent Accountant will be final and binding on the parties and will constitute the final Adjustment Amount, except in the case of manifest error, in which case the determination will be void and the matter must either be remitted back to the Independent Accountant for correction or resolved in accordance with requirements and procedures set out in clause 14.

在编制调整报表时，独立会计师将以专家而非仲裁员的身份行事。独立会计师编制的调整报表（以及调整报表中反映的调整金额）将是最终的，对各方均有约束力，并将构成最终调整金额，除非存在明显错误。如有明显错误，确定的金额将无效，该事宜必须发回独立会计师更正，或根据第14条规定的要求和程序解决。

### 4.4 Payment of Adjustment Amount

#### 支付调整金额

The Buyer must pay the Seller the Adjustment Amount (if any) within 10 Business Days of the date the Adjustment Amount is determined in accordance with clause 4.3.

买方应在调整金额根据第4.3条确定之日起10个工作日内向卖方支付调整金额（如有）。

## **4.5 Method of payment**

### **付款方式**

Unless otherwise agreed in writing by the Buyer and the Seller, any payment due under this document (including any amounts comprising the Purchase Price) must be tendered by way of direct transfer of immediately available funds in Australian dollars to the bank account nominated in writing by the party to whom the payment is due. Any payment tendered under this document after 5:00pm on any date will be taken to have been made on the next succeeding Business Day (the deemed payment date) after the date on which payment was tendered.

除非买方和卖方另行书面约定，否则本协议项下的任何到期款项（包括购买价格的任何组成金额）必须以可随时转出的资金以澳币形式直接转账至收款方书面指定的银行账户。本协议项下的任何款项在任何日期下午 5 时之后支付的，将被视为在付款之日后的下一个工作日（正式付款日）支付。

The Seller's designated account for the payment is as follows:

卖方指定收款账户信息如下：

Account Name: BEIJING JINGNENG CLEAN ENERGY (HONG KONG) CO. LIMITED

名称: BEIJING JINGNENG CLEAN ENERGY (HONG KONG) CO. LIMITED

Account Number: 20536713

账号: 20536713

Bank: China Merchants Bank, Hong Kong Branch

开户行: 招商银行香港分行

Bank Address: 27/F of the Three Exchange Square, 8 Connaught Place, Central, Hong Kong

开户行地址: 香港中环康乐广场 8 号交易广场三座 27 楼

Swift Code: CMBCHKHH

Swift 代码: CMBCHKHH

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## **5 Completion**

### **交割**

#### **5.1 Time and place of Completion**

##### **交割时间和地点**

Completion will take place remotely through the exchange of electronic versions of documents and bank transfers on the Completion Date, or any other time and place agreed between the Seller and the Buyer.

交割将于交割日通过交换电子版文件及银行转账的方式远程进行，或在卖方和买方同意的任何其他时间和地点进行。

## 5.2 Seller's obligations

### 卖方义务

At Completion, the Seller must deliver to the Buyer:

在交割时，卖方必须向买方交付：

- (a) **(transfers)** a transfer in favour of the Buyer (or as it may direct) executed by the Seller in respect of the Sale Shares;

（转让证明）卖方签署的以买方（或其指定的其他方）为受让人的标的股份的转让证明；

- (b) **[(Amended Constitution)** a copy of the Amended Constitution and a copy of the member's resolution of the Company evidencing that the Amended Constitution has been approved by a special resolution of the members of the Company and duly adopted by the Company, subject to and effective on and from Completion;]

【（经修订章程）经修订章程的副本，以及公司的股东决议的副本，以证明经修订章程已由公司股东通过特别决议批准并由公司正式通过，自交割完成时并以交割完成为前提生效；】

- (c) **(Register)** the register of members of the Company, updated to reflect the transfer of the Sale Shares to the Buyer; and

（股东名册）更新后的公司股东名册，以反映向买方转让标的股份的情况；及

- (d) **(directors' resolutions of the Company)** a copy of a resolution of the directors of the Company signed by at least one of the directors of the Company resolving that, subject to, and with effect from, Completion:

（公司董事会决议）已由至少一位公司董事签署的公司董事会决议的副本。决议内容为以下事项（受限于交割的发生且自交割起生效）：

- (i) the transfer of the Sale Shares will be registered;

标的股份的转让将被登记；

- (ii) the existing share certificates in respect of the Sale Shares will be cancelled; and

标的股份的现有股份证书将被注销；及

- (iii) new share certificates will be issued in the name of the Buyer in respect of the Sale Shares.

将就标的股份以买方名义签发新股份证书。

## 5.3 Buyer's obligations

### 买方义务

On the Completion Date, the Buyer must remit the entire Completion Amount in one lump sum to the bank account designated by the Seller.

于交割日，买方必须将全部交割金额一次性汇入卖方指定的银行账户。

## **5.4 Simultaneous actions at Completion**

交割时同时采取的行为

In respect of Completion:

就交割而言：

- (a) the obligations of the parties under this document are interdependent; and

各方在本协议项下的义务是相互依存的；以及

- (b) unless otherwise stated, all actions required to be performed by a party at Completion are taken to have occurred simultaneously on the Completion Date.

除非另有约定，一方在交割时需要履行的所有行为被视为已在交割日同时完成。

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## **6 Actions before and after Completion**

交割前后的行动

### **6.1 Prohibited conduct of the Company**

公司禁止行为

The Company and the Group Members must not (and the Seller must procure that the Company, the Group Members and their Representatives do not) after the date of this document and before Completion, without the prior consent of the Buyer (such consent shall not be unreasonably withheld or delayed), or as may be permitted under the Transaction Documents:

自本协议签署之日起至交割日，未经买方事先同意（该等同意不能被不合理的拒绝或拖延）或者在交易文件项下可以允许进行的，公司和集团成员不得（且卖方必须促使公司和集团成员及其各自代表不得）：

- (a) increase, reduce or otherwise alter its share capital or grant any options for the issue of shares or other securities;

增加、减少或以其他方式改变其股本，或授予发行股份或其他证券的任何期权；

- (b) issue or allot any shares or other securities in the Company or any other Group Member or any securities that are convertible or exchangeable into shares or other securities of the Company or any other Group Member;

发行或配售公司或任何其他集团成员的任何股份或其他证券、或可转换或交换为公司或任何其他集团成员的股份或其他证券的任何证券；

- (c) declare or pay a dividend other than the Permitted Dividend;

宣派或支付任何股息，许可股息除外；

- (d) distribute or return any capital to Shareholders, the Seller or any Seller Group Member (other than a Group Member);



向股东、卖方或任何卖方集团成员（集团成员除外）分配或返还任何股本；

- (e) make a distribution, transfer or revaluation of Assets (except to the extent necessary for the determination of consideration in this transaction);

对资产进行分配、转让或重估价值（除非在本交易中为确定对价所需）；

- (f) buy back or make any offer to buy back its ordinary shares or any other share capital in the Company;

回购或要约回购其在本公司中持有的普通股或任何其他股本；

- (g) amalgamate, merge or consolidate with any other entity;

与任何其他实体合并、兼并或联合；

- (h) alter or replace the Company's constitution, trust deed or other constitutional document;

修改或替换公司的章程、信托契约或其他组织文件；

- (i) make any change in the accounting methods, principles or practices used by it before the Completion;

对其在交割前使用的会计方法、原则或惯例作出任何变更；

- (j) enter into, or amend in a material respect, or terminate, any material agreement, or enter into (or make any binding offer to enter into) any other obligation which is not in the ordinary course of business;

订立、实质性修改或终止任何重大协议，或订立（要约订立（该等要约产生约束力））不在正常业务过程中产生的任何其他义务；

- (k) waive, assign, novate, surrender, defer, release, forgive or cancel (or enter into any arrangement to cancel) any indebtedness for money owed to the Company or any other Group Member, or waive any claim or right, other than debt owed to another Group Member;

放弃、转让、更替、豁免、推迟、解除、免除或取消（或订立任何安排以取消）公司或其任何集团成员应获得偿付的任何债务，或放弃任何索赔或权利，但归属于另一集团成员的债务除外；

- (l) raise any new financial accommodation (but this does not prevent the use of existing facilities, in the ordinary course of business) that is not discharged at Completion;

发起在交割时仍未解除的任何新财务融资（但不妨碍在正常业务过程中使用现有融资）；

- (m) do things which may cause a material adverse impact on the operation or maintenance of the Projects; or

作出可能对项目的运营或维护造成重大不利影响的事项；或

- (n) enter into any contract, authorise or agree to do, or makes any representation or warranty regarding doing, authorising or agreeing to do, any of the matters in clauses (a) to (m).

订立上述(a)至(m)项中的任何事项相关合同，授权或同意作出上述(a)至(m)项中的任何事项，或作出任何关于从事、授权或同意作出(a)至(m)项中任何事项的陈述或保证。

Notwithstanding any provisions in this document, the Seller has no liability for any breach of this clause 6.1, if such breach arises from any act by or at the direction of the Buyer or any director or senior management nominated by the Buyer.

尽管本合同中有任何其它约定，如果任何违反本第 6.1 条的行为是由买方或买方指定的任何董事、高级管理人员的任何行为或按其指示造成的，则卖方不承担任何责任。

## 6.2 Access to Records

### 查阅记录

- (a) From the date of this document up to the earlier of Completion and termination of this document, the Buyer and Seller must, subject to not prejudicing any legal professional privilege which may exist and complying with any reasonable steps requested by the other party to preserve confidentiality and without affecting the normal business operations of the other party, on reasonable notice provide the other party with reasonable access during business hours to the Records of the Company and each Group Member that it holds (including allowing the other party to inspect and obtain copies of the Records).

自本协议签署日起至交割或本协议终止时（以较早发生者为准）止，在不损害可能存在的任何合法专业特权并遵守另一方合理要求的任何举措来保护该等资料的保密性、且不影响另一方正常业务经营的前提下，买方和卖方在收到对方合理通知后，必须允许另一方在工作时间内对其持有的公司及其每一集团成员的记录进行合理查阅（包括允许另一方查阅和取得该等记录的复印件）。

- (b) From Completion, the Buyer and Seller must procure that all Records of the Company and each Group Member are preserved for the period beginning on the Completion Date and ending 7 years from the Completion Date.

自交割起，买方和卖方必须促使公司和每一集团成员的所有记录自交割日起至交割日后 7 年止的期间被完整保存。

- (c) The Seller and Buyer must reimburse the other party for its reasonable costs in retrieving any Records and making personnel available under this clause 6.2.

卖方和买方必须补偿另一方因取回第 6.2 条项下任何记录和协调人员产生的合理费用。

## 6.3 Access

### 检查权

- (a) Subject to clause 6.3(b), during the period between the date of this document up to the earlier of Completion and termination of this document, the Seller shall, subject to not prejudicing any legal professional privilege which may exist, procure that the Company and each Group Member provide the Buyer and a reasonable number of persons authorised by the Buyer:

受限于第 6.3(b) 款的约定，自本协议签署日起至交割或本协议终止时（以较早发生者为准）止的期间，在不损害可能存在的任何合法专业特权的前提下，卖方应促使公司及每一集团成员允许买方和买方授权人士（该等获授权人士的数量应合理）：

- (i) reasonable access during normal business hours and on reasonable notice, to inspect the assets, premises, Project sites, books and records of the Company and any Group Member; and

有权在发出合理通知后于正常工作时间内核查公司和任何集团成员的资产、设施、项目现场、账簿和记录，且该等权限应合理；

- (ii) reasonable access to senior management of the Company and any Group Member.

合理地接触公司和任何集团成员的高级管理人员。

- (b) The Buyer must ensure that any persons provided with the access referred to in clause 6.3(a) comply with the reasonable requirements of the Company, the Group Members or any relevant third party in respect of the access to preserve confidentiality and do not interfere with the operations of the Group Members and the Projects.

买方必须确保第 6.3(a) 款所述的被提供访问权的任何人士遵守公司、集团成员或任何相关第三方关于访问权的合理要求，以保护保密性，且干扰集团成员和项目的运营

## 6.4 Information from the Company

### 来自公司的信息

From Completion, the Company must give written notice to the Buyer and the Seller of:

自交割起，公司必须向买方及卖方就以下事项发出书面通知：

- (a) material litigation or other material claim (including, without limitation, any Tax claim, prosecution, arbitration, proceedings or administrative or governmental investigation, dispute or challenge) threatened or commenced by or against, or affecting, the Company or any Group Member;

威胁到公司或任何集团成员或公司或任何集团成员提起的、或针对或影响公司或任何集团成员的，重大诉讼或其他重大索赔（包括但不限于任何税务索赔、起诉、仲裁、法律程序或行政或政府调查、争议或质疑）；

- (b) any breach of, or actual or potential dispute in relation to, any material contract to which the Company or any Group Member is a party; and

公司或任何集团成员为一方的任何重大合同的任何违约，或与该等重大合同有关的实际或潜在争议；及

- (c) proposal by a Government Agency to acquire any Assets of the Company or any Group Member or to dispose of or to limit the Company's or any Group Member's enjoyment of title to its freehold or leasehold properties.

政府机构对收购公司或任何集团成员的任何资产的提案，或对处置或限制公司或任何集团成员对其自有或租赁财产的所有权的提案。

## 6.5 Information to Shareholders

### 向股东提供的信息

From Completion, the Company must provide to each Shareholder:

自交割起，公司必须向每一股东提供：

- (a) **(monthly updates)** no later than 14 days after the end of each month, a brief narrative description of the key operating highlights of the Company and each Group Member for that month;

（月度更新）在每个月结束后的 14 日内，简要描述公司及每一集团成员在该月的关键经营亮点；

- (b) **(monthly accounts)** within 21 days after the end of each month, monthly management accounts for the Company and each Group Member, prepared in accordance with generally accepted international accounting principles, consistently applied;

（月度报表）在每个月结束后的 21 日内，按照一贯适用的国际通用会计准则编制的公司及每一集团成员的月度管理报表；

- (c) **(audited annual accounts)** no later than 90 days after the end of each financial year, a profit and loss statement, cash flow statement and balance sheet for the Company and each Group Member for that financial year, audited by the Auditor;

（经审计年度报表）在每个财务年度结束后的 90 日内，经审计师审计的公司及每一集团成员在该财政年度的损益表、现金流量表及资产负债表；

- (d) **(additional information)** any other information that a Shareholder may at any time reasonably require, relating to the Company or any Group Member;

（其他信息）股东在任何时间可能合理要求的与公司或任何集团成员有关的任何其他信息；

- (e) **(access)** access to the assets, premises, Project sites, books and records of the Company and any Group Member.

（审查权）查看公司或任何集团成员的资产、设施、项目场地、账簿和记录的权限。

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## 7 Seller's Warranties

### 卖方保证

The Seller represents and warrants to the Buyer that each of the following statements is correct and not misleading on the date of this document and as at Completion:

卖方向买方陈述并保证，以下各项声明在本协议签署之日和交割时均正确且不具误导性：

- (a) **(Sale Shares)** in respect of the Sale Shares:

（标的股份）就标的股份而言：

- (i) the Sale Shares comprise [40]% of the issued capital of the Company;  
标的股份构成公司已发行股份的[40]%;
- (ii) the Seller is the registered and beneficial owner of the Sale Shares;  
卖方是标的股份的登记和实益拥有人;
- (iii) on Completion, there are no Encumbrances over the Sale Shares;  
于交割时, 标的股份并无任何权利负担;
- (iv) on Completion, there is no restriction on the transfer of the Sale Shares to the Buyer on the terms of this document;  
于交割时, 根据本文件的条款, 向买方转让标的股份不受限制;
- (v) on Completion, the Seller has obtained all authorisations necessary to enable it to transfer the Sale Shares to the Buyer;  
于交割时, 卖方已获得向买方转让标的股份所需的所有必要授权;
- (vi) Schedule 1 (Details of Sale Shares) contains complete, accurate and up-to-date details of the Sale Shares;  
附表 1 (标的股份详情) 载有完整、准确和最新的标的股份详情;
- (vii) all of the issued shares in the capital of the Company are validly allotted and issued and were not allotted or issued or transferred in breach of any pre-emptive or similar rights of any person or contract which is binding on the Company;  
公司股本中所有已发行股份均为有效配发和发行, 且配发、发行或转让未违反任何人士的任何优先购买权或类似权利或对公司有约束力的合同;
- (viii) other than as expressly contemplated by or permitted in the Transaction Documents, the Company is not under any obligation, whether or not subject to any condition, to:
  - (A) issue, allot, create, sell, transfer or otherwise dispose of any securities;  
发行、配发、创建、出售、转让或以其他方式处置任何证券;
  - (B) enter into any agreement in respect of the rights to vote which are conferred in respect of any securities; or  
就任何证券所赋予的表决权订立任何协议; 或
  - (C) grant any warrant, option or right of first refusal or offer in respect of any securities.

就任何证券授予任何认股权证、期权或优先购买权或要约。

- (b) **(status)** the Seller has been incorporated or formed in accordance with the laws of its place of incorporation or formation, is validly existing under those laws and has power and authority to own its assets and carry on its business as it is now being conducted;

(状态) 卖方根据其成立地或组建地的法律成立或组建, 根据该等法律有效存续, 并具有权力和授权拥有其资产和开展其目前开展的业务;

- (c) **(power)** the Seller has power to enter into and deliver this document and the other Transaction Documents, to complete the contemplated transactions under this document and the other Transaction Documents, to comply with its obligations under this document and the other Transaction Documents and to exercise its rights under the Transaction Documents;

(权力) 卖方有权签署及交付本文件及其他交易文件, 完成本协议及其他交易文件项下的拟议交易, 履行其在本文件及其他交易文件项下的义务, 并行使其在交易文件项下的权利;

- (d) **(no contravention)** the Seller's entry into and delivery of this document and the other Transaction Documents by it, the completion of the contemplated transactions under this document and the other Transaction Documents by it, its compliance with its obligations and the exercise of its rights under this document and the other Transaction Documents and its transfer of the Sale Shares under this document do not and will not conflict with:

(无冲突) 卖方签署及交付本文件及其他交易文件, 完成本文件及其他交易文件项下的拟议交易, 履行其在本文件及其他交易文件项下的义务, 并行使其在本协议及其他交易文件项下的权利以及本文件下的标的股份转让, 没有且将不会与以下事项发生冲突:

- (i) its constituent documents or cause a limitation on its powers or the powers of its directors to be exceeded;

其组织章程性文件, 或造成对其权力或对其董事权力的限制被超越;

- (ii) any law binding on or applicable to the Seller or their assets; or

任何对卖方或其资产具有约束力或适用性的法律; 或

- (iii) any Encumbrance, document or obligation binding on or applicable to the Seller;

任何对卖方具有约束力或适用性的权利负担、文件或义务;

- (e) **(authorisations)** at Completion, the Seller has in full force and effect each authorisation necessary for it to enter into and deliver this document and the other Transaction Documents, to comply with its obligations and exercise its rights under this document and the other Transaction Documents, and to allow them to be enforced;

(权限) 于交割时, 卖方已获得完全有效的必要授权, 以使其能签署及交付本文件及其他交易文件, 履行其在本文件及其他交易文件项下的义务,

行使其在本文件及其他交易文件项下的权利，并使该等权利和义务得到执行；

- (f) **(binding obligations)** the Seller has or will effectively sign this document and the other Transaction Documents, which, once signed, constitute its legal, valid and binding obligations and are enforceable against it in accordance with the terms of the Transaction Document; and

（有约束力的义务）本文件及其他交易文件已由其或将其有效签署，且一经签署，本文件及其他交易文件构成对其合法、有效且具有约束力的义务，并可根据交易文件条款对其执行；且

- (g) **(solvency)** the Seller is not Insolvent.

（未破产）卖方未破产。

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## 8 Buyer's warranties

### 买方保证

The Buyer represents and warrants to the Seller that each of the following statements is correct and not misleading on the date of this document and as at Completion:

买方向卖方陈述并保证，以下各项声明在本协议签署之日和交割时均正确且不具误导性：

- (a) **(status)** it has been incorporated or formed in accordance with the laws of its place of incorporation or formation, is validly existing under those laws and has power and authority to own its assets and carry on its business as it is now being conducted;

（状态）其根据其成立地或组建地的法律成立或组建，根据该等法律有效存续，并具有权力和授权拥有其资产和开展其目前开展的业务；

- (b) **(power)** it has power to enter into this document and the other Transaction Documents, to complete the contemplated transactions under this document and the other Transaction Documents, to comply with its obligations under it and the other Transaction Documents and to exercise its rights under it and the other Transaction Documents;

（权力）其有权签署及交付本文件及其他交易文件，完成本文件及其他交易文件项下的拟议交易，履行其在本文件及其他交易文件项下的义务，并行使其在本文件及其他交易文件项下的权利；

- (c) **(no contravention)** the entry into and delivery of this document and the other Transaction Documents by it, the completion of the contemplated transactions under this document and the other Transaction Documents by it, its compliance with its obligations and the exercise of its rights under this document and the other Transaction Documents and the transfer of the Sale Shares under this document do not and will not conflict with:

（无冲突）其签署及交付本文件及其他交易文件，完成本文件及其他交易文件项下的拟议交易，履行其在本文件及其他交易文件项下的义务，并行使其在本文件及其他交易文件项下的权利以及本文件下的标的股份转让，没有且将不会与以下事项发生冲突：

- (i) its constituent documents or cause a limitation on its powers or the powers of its directors to be exceeded;  
其组织章程性文件，或造成对其权力的限制或对其董事权力的限制被超越；
  - (ii) any law binding on or applicable to it or its assets; or  
任何对其或其资产具有约束力或适用性的法律；或
  - (iii) any Encumbrance or document binding on or applicable to it;  
任何对其具有约束力或适用性的权利负担或文件
- (d) **(authorisations)** at Completion, it has in full force and effect each authorisation necessary for it to enter into and deliver this document and the other Transaction Documents, to comply with its obligations and exercise its rights under this document and the other Transaction Documents, and to allow them to be enforced;  
(权限) 于交割时，其已获得完全有效的必要授权，以使其能签署及交付本协议及其他交易文件，履行其在本协议及其他交易文件项下的义务，行使其在本协议及其他交易文件项下的权利，并使该等权利和义务得到执行；
- (e) **(binding obligations)** it has or will effectively sign this document and the other Transaction Documents, which, once signed, constitute its legal, valid and binding obligations and are enforceable against it in accordance with its terms; and  
(有约束力的义务) 本协议及其他交易文件已由其或将由其有效签署，且一经签署，本协议及其他交易文件构成对其合法、有效且具有约束力的义务，并可根据本协议及其他交易文件条款对其执行；且
- (f) **(solvency)** the Buyer is not Insolvent.  
(未破产) 买方未破产。

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## 9 Limitations on liability

责任限制

### 9.1 Disclosure and knowledge limitations

披露和了解信息限制

The Seller has no liability for any claim that any obligation of the Seller (other than the warranties made by the Seller under clause 7 of this document) is breached as a result of, any matter:

对于由于以下任何原因而违反卖方任何义务（卖方根据本文件第 7 条作出的保证除外）的任何索赔，卖方不承担任何责任：

- (a) contained in any Transaction Document; or  
包含在任何交易文件中的事项；或者



- (b) of which the Buyer or any director or senior management of the Buyer is aware, or would be aware after making reasonable enquiries immediately before the date of this document.

任何买方或买方的任何董事或高级管理人员已知晓，或在本文件签署前进行合理问询后将知晓的情况。

## 9.2 Quantum limit

### 金额限制

The Seller's liability for any claim under this document is limited to 100% of the Purchase Price.

卖方对本文件项下任何索赔的责任不超过购买价格的 100%。

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## 10 Default and termination

### 违约和终止

### 10.1 Termination of agreement for non-satisfaction of Conditions Precedent

#### 因先决条件未能满足而终止协议

The Conditions Precedent are inserted for the benefit of the parties. Subject to clause 2.4, if by the date stated in the Details as the "last date for satisfaction of the Conditions Precedent" (as may be extended pursuant to clause 2.4) the Conditions Precedent are not satisfied, this document may be terminated at any time before Completion by notice given by one party to the other parties.

先决条件的设立旨在为各方谋取利益。在不违反第 2.4 条的情况下，如果在“详情”中所述的“先决条件满足的最后日期”（该日期可根据第 2.4 条顺延）之前先决条件未得到满足，则在交割前，一方可随时向其他方发出通知而终止本协议。

### 10.2 Failure by a party to Complete

#### 一方未顺利交割

If a party does not Complete, other than as a result of default by the other parties, the non-defaulting party may give the defaulting party notice requiring it to Complete within 14 days of receipt of the notice. If the defaulting party does not Complete within this period, the non-defaulting party may choose either to seek specific performance of this document or terminate this document. In either case, the non-defaulting party may seek damages for the default.

如果一方非因其他方违约未能交割，则守约方可向违约方发出通知，要求其在收到通知后的 14 日内进行交割。如果违约方未能在该期限内进行交割，则守约方可选择寻求继续履行本文件或终止本文件。在上述任一情形下，守约方均可向违约方索赔，要求支付违约赔偿金。

### 10.3 Exhaustive list of termination rights

#### 终止权的详尽清单

For the avoidance of doubt, the Parties agree that this clause 10 (as amended by clause 2.4) contains an exhaustive list of all termination rights that may be exercised by any party and, other than those expressly set out in clauses 10.1 and 10.2, a Party may not terminate this document:

为免歧义，各方同意，本第 10 条（及其按照第 2.4 条作出的修订）包含了可由任何一方行使的所有终止权的详尽清单，除第 10.1 条、第 10.2 条中明确约定的权利外，一方不得：

- (a) for any breaches under or in connection with this document; or  
因本协议项下或与本协议有关的任何违约终止本协议；或
- (b) to the maximum extent permitted by law, under common law or in equity.  
在法律允许的最大范围内，根据普通法或衡平法终止本协议。

Nothing in this clause restricts or affects any other rights of the parties, including right to claim for damages or specific performance.

本条款不限制或影响各方的任何其他权利，包括要求损害赔偿或实际履行的权利。

#### **10.4 Effect of termination**

##### **终止的效力**

If this document is terminated under clause 10.1 or 10.2 then, in addition to any other rights, powers or remedies provided by law:

如果本协议根据第 10.1 条或第 10.2 条终止，则除法律规定的任何其他权利、权力或救济外：

- (a) each party retains the rights it has against any other party in connection with any breach or claim that has arisen before termination; and  
每一方保留其对其他方在终止前发生的任何违约或索赔所拥有的追偿权利；且
- (b) the Buyer must return to the Seller all documents and other materials in any medium in its possession, power or control which contain information relating to the Company, including the Records.

买方必须向卖方归还其占有、拥有或控制的、包含公司信息的所有文件和材料（不论采用何种媒介），包括公司记录。

The termination of this document under this clause does not affect any other rights the parties have against one another at law or in equity and clause 11 and clause 12 survive termination.

根据本条款终止本协议并不影响各方依据法律或衡平法相互享有的任何其他权利，且第 11 条、第 12 条在终止后继续有效。

#### **10.5 Default liability for delayed payment**

##### **延期付款的违约责任**

If the Buyer fails to pay the Completion Amount or the Adjustment Amount in accordance with this Agreement, the Buyer shall pay to the Seller liquidated damages at the rate 12% per year on a daily basis (365 days a year) of the overdue amount for each day of overdue payment, until the relevant liquidated damages and the overdue portion of the price are paid in full. If the overdue period exceeds 15 Business Days, the Seller shall have the right to terminate this Agreement and require liquidated damages from the Buyer according to this clause and compensation for other losses caused to the Seller as a result of such termination.

买方未按照本协议的约定支付交割金额或调整金额的，每逾期一日应按逾期支付部分价款的 12%/年按日（一年按 365 天计算）计算向卖方支付违约金，直至相关违约金及逾期支付部分价款予以全部支付；逾期超过十五个工作日的，卖方有权解除本协议并要求买方根据本条支付违约金、并赔偿由此给卖方造成的其他损失。

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## 11 Confidentiality

### 保密条款

#### 11.1 Confidential Information

##### 保密信息

Until Completion, no party may disclose any Confidential Information received by the party or their Representative, to any person except:

在交割前，任何一方不得向任何人披露其或其代表收到的任何保密信息，但以下情况除外：

- (a) to the receiving party's Representatives, or those of its Related Bodies Corporate (and their Representatives), requiring the information for the purposes of this document;

为本协议之目的，向接收方的代表或其关联实体（及其代表）披露所需信息

- (b) [to the receiving party's proposed lenders and investors and their respective Representatives, if applicable;]

[向接收方的潜在贷款人和投资人及其各自代表披露（如适用）；]

- (c) with the consent of the disclosing party;

经披露方同意进行披露；

- (d) if the receiving party is required to do so by law, a stock exchange or any regulatory authority except that this clause does not permit the disclosure of any information under section 275(4) of the PPSA unless section 275(7) of the PPSA applies;

法律、证券交易所或任何监管机构要求接收方披露的信息，但除非适用《个人财产担保法》第 275（7）条，否则本条不允许披露《个人财产担保法》第 275（4）条项下的任何信息；

- (e) as permitted or required by any other Transaction Document; or

任何其他交易文件允许或要求披露的信息；或

- (f) pursuant to clause 11.3.

根据第 11.3 条的约定披露的信息。

#### 11.2 Disclosure of Confidential Information

##### 保密信息的披露

Until Completion, if any party discloses Confidential Information under clause 11.1(a), 11.1(b) or 11.1(c), it must use all reasonable endeavours to

ensure that the recipients do not disclose it except in the circumstances permitted in clause 11.1.

直至交割前，如果任何一方根据 11.1(a), 11.1(b)或 11.1(c)条披露保密信息，其须尽一切合理努力确保接收方不披露保密信息，但第 11.1 条允许的情况除外。

### **11.3 Tax reporting**

#### **税务申报**

The parties acknowledge that each party may disclose the transactions under this document to the Australian Taxation Office as part of their ongoing annual tax compliance obligations or to comply with any tax conditions imposed by FIRB.

各方确认，每一方可将本协议项下的交易向澳大利亚税务局披露，以履行其年度纳税合规义务或遵守《外国投资审查委员会法案》设置的任何税务条件。

### **11.4 Announcements**

#### **公告**

Unless required by law or the rules of a stock exchange, or otherwise agreed:

除非法律或证券交易所规则要求，或各方另有约定，否则：

- (a) no announcement will be made about this transaction until after Completion; and

在完成交割前不得对本协议项下的交易进行公告；且

- (b) the parties will consult about the terms of any announcement that either of them wishes to make after that date.

各方将就任何一方希望在交割日后发布的公告内容进行协商。

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## **12 Costs and Duty**

### **费用和税费**

#### **12.1 Legal Costs**

##### **法律费用**

The parties agree to pay their own Costs in connection with the preparation, negotiation, execution and Completion of this document.

各方同意承担就本协议的编制、谈判、执行和交割而各自产生的相关费用。

#### **12.2 Duty and registration fees**

##### **税费和登记费**

The Buyer agrees to pay or reimburse all Duty, registration fees and similar Taxes payable or assessed as being payable in connection with the sale and purchase of the Sale Shares (including any Costs in connection with any of those amounts).

买方同意支付或偿还与标的股份的出售和购买相关的应付或核定应付的所有税费、登记费和类似税款（包括与上述任何款项有关的任何费用）。

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## 13 Notices

### 通知

Notices and other communications in connection with this document must be in writing. They must be sent to the email address referred to in the Details. If the intended recipient has notified changed contact details, then communications must be sent to the changed contact details.

与本协议有关的通知和其他通信必须采用书面形式作出。通知和通信必须发送至“详情”中列明的电子邮件地址。如果指定收件人已通知变更其联系方式，则通信必须发送至变更后的联系方式。

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## 14 Dispute resolution

### 争议解决

#### 14.1 Determination of Disputes

##### 争议裁定

Any Dispute will be resolved in accordance with the requirements and procedures set out in this clause.

任何争议将按照本条规定的要求和程序解决。

#### 14.2 Good faith negotiations

##### 诚意协商

(a) If any party considers that there is a Dispute, then:

如果任何一方认为存在争议，则：

(i) that party may notify the other parties in writing of the Dispute, setting out full particulars of the Dispute (**Dispute Notice**);

该方可以书面形式将争议通知其他方，列出争议的全部细节（**争议通知**）；

(ii) within [10] Business Days after the Dispute Notice is given under clause 14.2(a)(i), representatives of each party (who must have authority to settle the Dispute) must meet and seek in good faith to resolve the Dispute by joint discussions;

在根据第 14.2(a)(i)条发出争议通知后的[10]个工作日内，各方代表（须为有权解决争议的人士）应会面并以诚意寻求通过共同讨论解决争议；

(iii) if the Dispute has not been resolved within [20] Business Days after the date on which the Dispute Notice was given under clause 14.2(a)(i), the parties must promptly refer the Dispute to their respective chief executive officer or most senior executive officer for determination;

如果争议在根据第 14.2(a)(i)条发出争议通知后的[20]个工作日内仍未得到解决，各方必须立即将争议提交各自的首席执行官或最高执行官裁定；

- (iv) if the Dispute is referred under clause 14.2(a)(iii), the chief executive officer or most senior executive officer of the parties must seek in good faith to resolve the Dispute referred to them within [15] Business Days after the date of the reference;

如果根据第 14.2(a)(iii)条提交争议，各方的首席执行官或最高执行官必须在提交之日起[15]个工作日内以诚意寻求解决向其提交的争议；

- (v) if the chief executive officer or most senior executive officer of the parties fail to resolve the matter referred to them by the last day in the period specified in clause 14.2(a)(iv) and the parties have not otherwise resolved the matter, the parties may proceed with the procedures in clause 14.3.

如果各方的首席执行官或最高行政官直到第 14.2(a)(iv)条规定期限的最后一天仍未解决向其提交的事宜，且各方未以其他方式解决该事宜，则各方可继续执行第 14.3 条中的程序。

- (b) Each meeting under clause 14.2(a) will be without prejudice except to the extent of any agreements made, recorded and signed by the attendees.

根据第 14.2(a)条召开的每次会议应不损害与会者权利，但与会人员达成、记录和签署的协议除外。

### **14.3 Failure to resolve Dispute by negotiation**

#### **未能通过协商解决争议**

If the Dispute is not settled within [15] Business Days after the negotiation under clause 14.2(a)(v) (or such later date as the parties agree in writing), then either party may submit the dispute to China International Economic and Trade Arbitration Commission (CIETAC) Hong Kong Arbitration Center for arbitration which shall be conducted in accordance with the CIETAC's arbitration rules in effect at the time of applying for arbitration. The arbitral award is final and binding upon the parties. The seat of arbitration shall be Hong Kong. The arbitration proceedings shall be conducted in Chinese.

如果争议在根据第 14.2(a)(v)条进行协商后[15]个工作日内（或各方书面同意的较晚日期）仍未解决，则任何一方均可就争议提交中国国际经济贸易仲裁委员会香港仲裁中心，按照申请仲裁时该会现行有效的仲裁规则进行仲裁。仲裁裁决是终局的，对各方均有约束力。仲裁地为为香港。仲裁程序适用语言为中文。

### **14.4 Continuation of rights and obligations**

#### **权利和义务继续有效**

Despite the existence of a Dispute or difference each party will continue to perform its obligations under this document.

即便存在争议或分歧，各方仍应继续履行本文件规定的义务。

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## **15 General**

### **一般规定**

## **15.1 Variation and waiver**

### **变更和弃权**

A provision of this document, or right, power or remedy created under it, may not be varied or waived except in writing signed by the party to be bound.

除非经约束方签署书面文件，否则不得变更或放弃本协议约定的或本协议项下产生的权利、权力或救济措施。

## **15.2 No merger**

### **不得合并**

The warranties, undertakings and indemnities in this document do not merge on Completion.

本协议中的保证、承诺和赔偿在交割后仍有效。

## **15.3 Consents, approvals or waivers**

### **同意、批准或弃权**

By giving any approval, consent or waiver a party does not give any representation or warranty as to any circumstance in connection with the subject matter of the consent, approval or waiver.

一方作出任何批准、同意或弃权，并未就该等同意、批准或弃权所涉事项的任何情况作出任何陈述或保证。

## **15.4 Discretion in exercising rights**

### **行使权利的酌情权**

Unless this document expressly states otherwise, a party may exercise a right, power or remedy or give or refuse its consent, approval or a waiver in connection with this document in its absolute discretion (including by imposing conditions).

除非本协议另有明确约定，一方可依据其绝对酌情权（包括施加条件）行使与本协议有关的权利、权力或救济，或给予或拒绝同意、批准或弃权。

## **15.5 Partial exercising of rights**

### **权利的部分行使**

Unless this document expressly states otherwise, if a party does not exercise a right, power or remedy in connection with this document fully or at a given time, they may still exercise it later.

除非本协议另有明确约定，如果一方未完全或未在特定时间行使与本协议有关的权利、权力或救济，其日后仍可行使该等权利、权力或救济。

## **15.6 Conflict of interest**

### **利益冲突**

Each party may exercise their rights, powers and remedies in connection with this document even if this involves a conflict of duty or they have a personal interest in their exercise.

每一方可行使其与本协议有关的权利、权力和救济，即使这涉及责任冲突或其行使中存在个人利益。

## **15.7 Remedies cumulative**

### **累积补救措施**

The rights, powers and remedies in connection with this document are in addition to other rights, powers and remedies given by law independently of this document.

与本协议有关的权利、权力和救济是对法律赋予的独立于本协议的其他权利、权力和救济的补充。

## **15.8 Adjustment to Purchase Price**

### **购买价格的调整**

A payment made under this document with respect to the breach of a warranty or under an indemnity by:

本文件下与违反保证有关或基于任何赔偿支付的款项:

- (a) the Seller, is to be treated as an equal reduction in the Purchase Price of each Sale Share; and

如果由卖方支付, 则将被视为等额扣减每股标的股份购买价格; 及

- (b) the Buyer, is to be treated as an equal increase in the Purchase Price of each Sale Share.

如果由买方支付, 则将被视为等额增加每股标的股份购买价格。

## **15.9 Indemnities and reimbursement obligations**

### **赔偿和偿还义务**

Any indemnity, reimbursement or similar obligation in this document:

本文件中的任何赔偿、偿还或类似义务:

- (a) is a continuing obligation despite the satisfaction of any payment or other obligation in connection with this document, any settlement or any other thing including Completion;

仍是一项持续性义务, 即便与本文件、任何和解或包括交割在内的任何其他事项有关的任何付款或其他义务已得到履行;

- (b) is independent of any other obligations under this document; and

独立于本文件下的任何其他义务; 且

- (c) continues after this document, or any obligation arising under it, ends.

在本文件或本文件下产生的任何义务终止后继续有效。

It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity in connection with this document.

任何一方在行使与本文件相关的赔偿权之前, 无需承担费用或支付款项。



#### **15.10 Inconsistent law**

##### **法律冲突**

To the extent the law permits, this document prevails to the extent it is inconsistent with any law.

在法律允许的范围内，本协议与任何法律不一致时，以本协议为准。

#### **15.11 Supervening law**

##### **后续法律**

Any present or future law which operates to vary the obligations of a party in connection with this document with the result that another party's rights, powers or remedies are adversely affected (including, by way of delay or postponement) is excluded except to the extent that its exclusion is prohibited or rendered ineffective by law.

任何现行或未来法律若变更一方当事人与本协议有关的义务而导致另一方当事人的权利、权力或救济受到不利影响（包括延迟或推后行使），则该等法律应被排除在外，除非法律禁止该等排除在外或使该等排除无效。

#### **15.12 Languages**

##### **语言**

This document will be executed in English and Chinese. In the event of any inconsistency between the English and Chinese versions of this document, the English version shall prevail.

本协议将以英文和中文签署。如果协议的英文版与中文版之间存在任何不一致，则以英文版为准。

#### **15.13 Counterparts**

##### **副本**

This document may consist of a number of copies, each signed by one or more parties to it. If so, the signed copies are treated as making up a single document.

本文件由若干副本组成，每份副本由本文件的一方或多方签署。一经签署，该等签署的副本应被视为一份文件。

#### **15.14 Representations and undertakings continue**

##### **陈述和承诺继续有效**

If a party discovers after Completion that the other party has breached any of the representations, warranties and undertakings set out in clause 7 or clause 8 hereof, the non-breaching party may hold the breaching party liable for breach of contract.

若一方在交割后发现另外一方违反本文件第7条或第8条约定的任何陈述、保证和承诺的，守约方仍可追究违约方的违约责任。

#### **15.15 Further steps**

##### **进一步措施**

Each party agrees, at its own expense, to do anything the other parties asks (such as obtaining consents, signing and producing documents and getting documents completed and signed) as may be necessary or desirable to give full effect to the provisions of this document and the transactions contemplated by it.

各方同意，如果一方认为有必要或者出于使本协议的约定和本协议项下的交易完全生效之目的，则该方可要求其他方办理任何事务（例如获得批准、在文件上签名、编制文件、促成文件完成和签署等），届时其他方必须予以配合并承担因此产生的费用。

#### **15.16 Assignment or other dealings**

##### **转让或其他交易**

A party may not assign or otherwise deal with its rights under this document or allow any interest in them to arise or be varied without the consent of the other parties which consent must not be unreasonably withheld.

未经其他各方同意且该等同意不应不合理地拒绝做出，一方不得转让或以其他方式处置其在本协议项下的权利，亦不得允许产生或变更这些权利中的任何权益。

#### **15.17 Severability**

##### **可分割性**

If the whole or any part of a provision of this document is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of this document has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of this document or is contrary to public policy.

如果本协议的全部或任何部分条款在某一司法管辖区无效、不可执行或非法，则该条款在该司法管辖区应被视为已从本协议中删除。本协议的其余部分具有完全的效力和作用，并且该条款在任何其他司法管辖区的有效性和可执行性不受影响。如果该等删除改变了本协议的基本性质或违反公共政策，则本条款无效。

#### **15.18 Rules of construction**

##### **解释规则**

No rule of construction applies to the disadvantage of a party because that party was responsible for the preparation of, or seeks to rely on, this document or any part of it.

解释规则不适用于由一方负责编制或试图依赖本协议或其任何部分时不利于该方的情况。

#### **15.19 Governing law**

##### **管辖法律**

The law in force in the place specified in the Details governs this document.

本协议受“详情”中指定管辖地的现行有效法律管辖。

**EXECUTED as an agreement**

作为协议签署

# Share Sale and Purchase Agreement 股份出售和购买协议

## Schedule 1 Details of Sale Shares

### 附件 1 标的股份详情

The Sale Shares in the Company are held by the Seller as follows:

卖方持有公司的标的股份如下:

Shareholder 股东	Class of Sale Shares 标的股份类别	No. of Sale Shares 标的股份的数量	Fully paid? 已缴足股款?
Beijing Jingneng Clean Energy (Hong Kong) Co., Limited 北京京能清洁能源电力股份（香港）有限公司	Ordinary Shares 普通股	40% of the issued ordinary share capital in the Company, being [48,600,040] Sale Shares. 公司已发行普通股股本的 40%，即 [48,600,040] 股标的股份。	Y 是

# Share Sale and Purchase Agreement

## 股份出售和购买协议

### Schedule 2 Subsidiaries of the Company

#### 附件 2 公司的子公司

The Subsidiaries of the Company are as follows:

公司的子公司如下:

Name of Subsidiary 子公司名称	ABN /ACN /ARBN 注册号	Place of incorporation 注册地	Registered office 注册地址	Issued capital 已发行股本	Fully paid (yes / no) 已缴足股款 (是/否)	Registered shareholder(s) 注册股东
Gullen Solar Pty Ltd	ACN 600 639 450	Victoria 维多利亚	Suite 2103, Level 21, 1 York Street, Sydney NSW 2000	6,500,000 ordinary shares 6,500,000 普通股	Yes 是	Beijing Jingneng Clean Energy (Australia) Holding Pty Ltd 北京京能清洁能源 (澳大利亚) 控股有限公司 (6,500,000 ordinary shares) (6,500,000 普通股)
New Gullen Range Wind Farm Pty Ltd	ACN 167 404 211	Victoria 维多利亚	Jurisbridge Legal Level 46, 680 George Street, Sydney NSW 2000	93,440,000 ordinary shares 93,440,000 普 通股	Yes 是	Beijing Jingneng Clean Energy (Australia) Holding Pty Ltd 北京京能清洁能源 (澳大利亚) 控股有限公司 (93,440,000 ordinary shares) (93,440,000 普通股)

Name of Subsidiary 子公司名称	ABN /ACN /ARBN 注册号	Place of incorporation 注册地	Registered office 注册地址	Issued capital 已发行股本	Fully paid (yes / no) 已缴足股款 (是/否)	Registered shareholder(s) 注册股东
Newtricity Developments Pty Ltd	ACN 605 533 935	Victoria 维多利亚	Suite 2103, Level 21, 1 York Street, Sydney NSW 2000	67,290,000 ordinary shares 67,290,000 普 通股	Yes 是	Beijing Jingneng Clean Energy (Australia) Holding Pty Ltd 北京京能清洁能源(澳大利亚)控股有限公司 (67,290,000 ordinary shares) (67,290,000 普通股)

# Share Sale and Purchase Agreement

## 股份出售和购买协议

### Signing page

#### 签署页

**EXECUTED as an agreement**

作为协议签署

#### **SELLER**

卖方

EXECUTED by Beijing Jingneng  
Clean Energy (Hong Kong) Co.,  
Limited in accordance with [section  
127(3) of the Companies Ordinance  
(Cap. 622 of the Laws of Hong Kong)  
by authority of two directors]:

由北京京能清洁能源电力股份（香港）  
有限公司根据[《公司条例》（香港法例  
第 622 章）第 127（3）条经两名董事授  
权]签署：

For and on behalf of  
BEIJING JINGNENG CLEAN ENERGY (HONG KONG) CO., LIMITED  
北京京能清洁能源电力股份(香港)有限公司

.....  
Director/Authorised Signatory



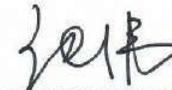
.....  
Signature of director

董事签名：

陈大宇

.....  
Name of director

董事姓名



.....  
Signature of director

董事签名：

张伟

.....  
Name of director

董事姓名

**BUYER**  
买方

**EXECUTED** by **Beijing Energy International (Australia) Holding Pty Ltd** in accordance with section 127(1) of the *Corporations Act 2001* (Cth) by authority of its directors:  
由北京能源国际（澳大利亚）控股有限公司根据澳大利亚联邦《2001年公司法》第127（1）条经其董事授权签署

wang yang  
wang yang (Aug 20, 2024 17:32 GMT+8)  
Signature of director  
董事签名:

王洋  
Name of director (block letters)  
董事姓名（正楷）

陈溢斌  
Alan Chen (Aug 20, 2024 19:20 GMT+10)  
Signature of director/company secretary\*  
\*delete whichever is not applicable  
董事/公司秘书签名\*  
陈溢斌  
Name of director/company secretary\*  
(block letters)  
\*delete whichever is not applicable  
董事/公司秘书姓名\*（正楷）

**COMPANY**  
公司

**EXECUTED** by **Beijing Jingneng** )  
**Clean Energy (Australia) Holding Pty** )  
**Ltd** in accordance with section 127(1) )  
of the *Corporations Act 2001* (Cth) by )  
authority of its directors: )

由北京京能清洁能源（澳大利亚）控股 )  
有限公司根据澳大利亚联邦《2001年公 )  
司法》第 127（1）条经其董事授权签 )  
署: )



.....  
Signature of director/company  
secretary\*

\*delete whichever is not applicable  
董事/公司秘书签名\*



.....  
Signature of director  
董事签名:

石威威

.....  
Name of director/company secretary\*  
(block letters)

\*delete whichever is not applicable  
董事/公司秘书姓名\*（正楷）

方秀君

.....  
Name of director (block letters)  
董事姓名（正楷）