

DATED: 11 November 2022

TONG DA HOLDINGS (BVI) LIMITED
(as “Vendor”)

and

VNE INVESTMENT COMPANY LIMITED
(as “Purchaser”)

AGREEMENT
for the sale and purchase of 70% of the entire
issued share capital in
TONGDA OVERSEAS COMPANY LIMITED

THIS AGREEMENT is made on the 11th day of November 2022

BETWEEN:-

- (1) **TONG DA HOLDINGS (BVI) LIMITED**, a company incorporated under the laws of the British Virgin Islands with limited liability and having its registered office at Vistra Corporate Services Center, Wickhams Cay II, Road Town, Tortola, VG110, British Virgin Islands (the “**Vendor**”); and
- (2) **VNE INVESTMENT COMPANY LIMITED**, a company incorporated under the laws of Hong Kong with limited liability and having its registered office at Room A 11/F, Yam Tze Commercial Building, 23 Thomson Road, Wan Chai, Hong Kong (the “**Purchaser**”).

WHEREAS:

- (A) Tongda Overseas Company Limited (the “**Target Company**”) is a company incorporated under the laws of the British Virgin Islands with limited liability, of which 10,000 shares (the “**Shares**”) have been issued and are fully paid or credited as fully paid up as at the date hereof. Particulars of the Target Company are set out in Schedule 1 hereto.
- (B) The Target Company is the holding company of a group of companies, comprising the HK Subsidiary (as defined below), the WFOE (as defined below) and the PRC Subsidiary (as defined below), the particulars of which are set out in Schedule 2 hereto.
- (C) The Vendor is the registered and beneficial owner of the Sale Shares (as defined below), representing 70% of the entire issued share capital of the Target Company as at the date hereof.
- (D) The HK Subsidiary and the WFOE are the holding companies of the PRC Subsidiary, the particulars of which are set out in Schedule 2 hereto.
- (E) The PRC Subsidiary is principally engaged in the manufacturing of interior decorative parts of automobiles and the aluminium battery components for electric motor vehicles (the “**Target Business**”).
- (F) The Purchaser is an investment holding company.
- (G) The Purchaser shall establish a private fund in the form of a limited partnership to be registered as a limited partnership fund with the Companies Registry of Hong Kong under the Limited Partnership Fund Ordinance (Chapter 637 of the Laws of Hong Kong) for holding the Sale Shares (the “**Purchaser’s Fund**”).
- (H) The Vendor has agreed to sell and the Purchaser has agreed to purchase and to nominate the Purchaser’s Fund to hold the Sale Shares subject to and upon the terms and conditions of this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. **INTERPRETATION**

1.1 In this Agreement, unless the context requires otherwise, the following words and expressions shall have the following meanings:

“Asset and Business Transfer Agreement”	the asset and business transfer agreement to be entered into between Tongda Optoelectronics as the transferor and the PRC Subsidiary as the transferee in respect of the Target Business;
“Board”	the Target Company’s board of Directors as constituted from time to time;
“Business Day”	a day (other than a Saturday, Sunday and public holiday) on which licensed banks in Hong Kong are open for business throughout their normal business hours;
“Completion”	the completion of the sale and purchase of the Sale Shares pursuant to Clause 6;
“Completion Date”	within ten (10) Business Days after the satisfaction, fulfilment (or waiver) of the conditions set out under Clause 4.1(a) (or such other date as the Parties may agree), being the completion date referred to in Clause 6.1, but in any event not later than the Long Stop Date;
“Confidential Information”	has the meaning given to it under Clause 12.1(a);
“Consideration”	the consideration for the sale and purchase of Sale Shares under this Agreement, being the amount specified in Clause 3.1;
“Director(s)”	the director(s) of the Target Company and “Director” shall be construed accordingly;
“Due Diligence Review”	the due diligence review and investigation being conducted by the Purchaser or its representatives on the Target Group under Clause 5 below;
“Encumbrances”	all claims, charges, mortgages, pledges, agreements, liens, options, equities, power of sale, hypothecation or other third party rights of any nature whatsoever and “Encumbrance” shall be construed accordingly;

“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange;
“Group”	Tongda Group Holdings Limited, a company incorporated in the Cayman Islands with limited liability, the issued shares of which are listed on the Stock Exchange (stock code: 698), together with its subsidiaries
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong;
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC;
“HK Subsidiary”	Tongda New Energy Technology Co., Limited (通達新能源科技有限公司), a company incorporated in Hong Kong with limited liability and a direct wholly owned subsidiary of the Target Company, the particulars of which are set out in Schedule 3 hereto;
“Laws”	includes all laws, bye-laws, rules, regulations, guidelines, orders, judgments, decrees or rulings of any court, government, governmental or regulatory authority whether or not of the same kind with any of the foregoing and the “Law” shall be construed accordingly;
“Long Stop Date”	28 December 2022;
“Management Accounts”	the unaudited balance sheet of the Target Company as at the Management Accounts Date and the unaudited profit and loss account of the Target Company for the nine months ended on the Management Accounts Date, a copy of which is annexed hereto as the Annexure “A”;
“Management Accounts Date”	30 September 2022;
“Parties”	the parties to this Agreement and “Party” shall be construed accordingly;
“PRC”	the People’s Republic of China excluding Hong Kong, Macau and Taiwan
“PRC Subsidiary”	石狮市广恒新能源科技有限公司, a company to be established in PRC and a direct wholly owned subsidiary of the WFOE, the particulars of which are set out in Schedule 5 hereto;

“Purchaser Warranties”	the representations, warranties and undertakings given by the Vendor as set out in Clause 10 and Schedule 7;
“Reorganisation”	the reorganisation of the Target Group whereby upon the completion of the Reorganisation, the Target Company shall hold 100% of the HK Subsidiary, the HK Subsidiary shall hold 100% of the WFOE and the WFOE shall hold 100% of the PRC Subsidiary, and transactions contemplated under the Asset and Business Transfer Agreement having been completed;
“RMB”	renminbi, the lawful currency of the PRC;
“Sale Shares”	7,000 Shares held by the Vendor, representing 70% of the entire issued share capital of the Target Company;
“Second Instalment Promissory Notes”	the promissory note to be issued by the Purchaser in the principal amount of HK\$150,000,000, representing the second instalment payment of the Consideration as set out under Clause 3.1 in the agreed form, a draft of which is set out in Part 1 of Schedule 8;
“Shareholders’ Agreement”	the shareholders’ agreement to be entered into among the Vendor, the Purchaser’s Fund and the Target Company upon Completion to govern the business and conduct of the Target Company in the agreed form, a draft of which is set out in Schedule 9;
“Share Charge”	the share charge to be given by the Purchaser’s Fund in favour of the Vendor in respect of the Sale Shares in the agreed form, a draft of which is set out in Schedule 10;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Target Group”	collectively the Target Company, the HK Subsidiary, the WFOE and the PRC Subsidiary and the term “Target Group Company” shall mean any of them
“Third Instalment Promissory Note”	the promissory note to be issued by the Purchaser in the principal amount of HK\$100,000,000, representing the third instalment payment of the Consideration as set

out under Clause 3.1 in the agreed form, a draft of which is set out in Part 2 of Schedule 8;

“ this Agreement ”	this agreement for the sale and purchase of the Sale Shares, as amended or supplemented from time to time;
“ Tongda Optoelectronics ”	Tongda Optoelectronics Technology Co., Ltd. Shishi (石獅市通達光電科技有限公司), a company established in the PRC;
“ Vendor Warranties ”	the representations, warranties and undertakings given by the Vendor as set out in Clause 9 and Schedule 6;
“ WFOE ”	石獅市通達新能源科技有限公司, a wholly owned foreign enterprise to be established in the PRC and a direct wholly owned subsidiary of the HK Subsidiary, the particulars of which are set out in Schedule 4 hereto; and
“ % ”	per cent.

- 1.2 The headings to the clauses of this Agreement are for ease of reference only and shall be ignored in interpreting this Agreement.
- 1.3 References herein to “**Recitals**”, “**Clauses**”, “**Schedules**” and “**Annexure**” are references to recitals and clauses of, and schedules and annexure to, this Agreement.
- 1.4 Words and expressions in the singular include the plural and vice versa.
- 1.5 References to Ordinances, statutes, legislations or enactments shall be construed as references to such Ordinances, statutes, legislations or enactments as may be amended or re-enacted from time to time and for the time being in force.
- 1.6 In this Agreement, any reference to a document in the “**agreed form**” is to a form of the relevant document which is in form and substance satisfactory to the Vendor and the Purchaser.
- 1.7 The expressions “**Vendor**” and “**Purchaser**” shall, where the context permits include their respective successors and personal representatives.

2. **SALE AND PURCHASE OF THE SALE SHARES**

Subject to the fulfilment of the conditions precedent set out in Clause 4.1, the Vendor shall as legal and beneficial owner sell to the Purchaser, and the Purchaser shall purchase from the Vendor, the Sale Shares free and clear from all Encumbrances and together with all rights, benefits and entitlements now or hereafter attaching or accruing to the Sale Shares at any time on or after Completion.

3. CONSIDERATION

- 3.1 The aggregate consideration payable by the Purchaser and/or the Purchaser's Fund to the Vendor for the sale and purchase of Sale Shares shall be the aggregate sum of HONG KONG DOLLARS THREE HUNDRED AND EIGHTY FIVE MILLION (HK\$385,000,000) ONLY.
- 3.2 The Consideration shall be paid and settled by the Purchaser and/or the Purchaser's Fund in the following manner:-
- (a) as to HONG KONG DOLLARS ONE HUNDRED AND THIRTY FIVE MILLION (HK\$135,000,000) of the Consideration in cash on the Completion Date;
 - (b) as to HONG KONG DOLLARS ONE HUNDRED AND FIFTY MILLION (HK\$ 150,000,000) of the Consideration by issuing the Second Instalment Promissory Note duly signed by the Purchaser to the Vendor; and
 - (c) the balance of HONG KONG DOLLARS ONE HUNDRED MILLION (HK\$100,000,000) by issuing the Third Instalment Promissory Note duly signed by the Purchaser to the Vendor.
- 3.3 Payment of the Consideration as referred to in Clause 3.2(a) or any part thereof shall be effected by the Purchaser delivering to the Vendor cheque(s) drawn on, or bank's draft(s) issued by, a licensed bank in Hong Kong in immediately available funds and made payable to the Vendor or its nominee(s) or by electronic wire transfer to be remitted to the bank account designated by the Vendor.

4. CONDITIONS PRECEDENT

- 4.1 Completion of the sale and purchase of the Sale Shares is conditional upon:
- (a) the Purchaser is satisfied with the results of the Due Diligence Review;
 - (b) the Reorganisation having been completed;
 - (c) the Purchaser having set up the Purchaser's Fund as a private fund in the form of a limited partnership and registered as a limited partnership fund with the Companies Registry of Hong Kong under the Limited Partnership Fund Ordinance (Chapter 637 of the Laws of Hong Kong) for the purpose of holding the shares of the Target Company whereby the Purchaser or its nominee(s) shall act as the general partner of the Purchaser's Fund;
 - (d) the Vendor Warranties remaining true, accurate and not misleading in all material respects;
 - (e) the Purchaser Warranties remaining true, accurate and not misleading in all material respects;

- (f) all necessary consents, approvals, authorisations of the Vendor and the Target Company in relation to the transactions contemplated under this Agreement having been obtained; and
 - (g) all necessary consents, approvals, authorisations of the Purchaser in relation to the transactions contemplated under this Agreement having been obtained.
- 4.2 The Purchaser may waive any of the above conditions precedent in Clauses 4.1(a) and (d) by giving notice in writing to the Vendor. The Vendor may waive the above conditions precedent in Clause 4.1(e) by giving notice in writing to the Purchaser.
- 4.3 The Vendor and the Purchaser shall use (to the extent applicable) their respective best endeavours to procure the fulfilment of the conditions set out in Clauses 4.1(a) to (g) on or before the Long Stop Date. If any of the conditions precedent in Clauses 4.1(a) to (g) shall not have been fulfilled (or waived, where applicable) in all respects prior to the Long Stop Date, this Agreement shall be terminated automatically (save and except for Clauses 12 to 14, 17, 21 and 22, which shall continue to have full force and effect) and of no further effect and all liabilities and obligations of the Parties shall cease and determine provided that such termination shall be without prejudice to any rights or remedies of the Parties hereto which shall have accrued prior to such termination.

5. **DUE DILIGENCE REVIEW**

The Purchaser or its representatives shall be entitled to carry out a due diligence review on the assets and liabilities, business plan and operations and affairs of the Target Group. The Vendor shall make available to the Purchaser or its representatives all statutory books and records, accounts and other information and documents relating to the Target Group as the Purchaser or its representatives may reasonably require for the purpose of its due diligence investigation on the Target Group.

6. **COMPLETION**

- 6.1 Subject to the satisfaction and fulfilment (or waiver, where applicable) of the conditions precedent set out under Clause 4, Completion shall take place on the Completion Date at the office of the Purchaser (or at such other time or place as the Parties may agree).
- 6.2 At Completion all (but not part only) of the following business shall be transacted:
- (a) the Vendor shall deliver or cause to be delivered to the Purchaser the following:
 - (i) a duly executed instrument of transfer in favour of the Purchaser's Fund (or its nominee(s)) in respect of the Sale Shares together with the relevant original share certificate(s) for the Sale Shares and such other documents as may be required to give a good and effective transfer of title of the Sale Shares from the Vendor to the Purchaser's Fund (or its nominee(s)) and to enable the Purchaser's Fund (or its nominee(s)) to become the registered holder(s) thereof;
 - (ii) a certified true copy of the minutes of a meeting of the Board approving:

- (1) the transfer of the Sale Shares to the Purchaser's Fund (or its nominee(s));
 - (2) the approval of the Shareholders' Agreement and the authorisation of a person or persons to execute the same for and on behalf of the Target Company;
 - (3) if required by the Purchaser, the resignation of any Director and the secretary to take effect on the Completion Date, and the appointment of such person(s) nominated by the Purchaser as director(s) and secretary with effect from the Completion Date, if applicable; and
 - (4) the variation of all existing authorities in respect of the operations of bank accounts of the Target Group Companies as the Purchaser may require;
- (iii) the Shareholders' Agreement duly signed by the Vendor and the Target Company;
 - (iv) the original certificate of incorporation, certificate of incorporation on change of company name (if any), its current business registration certificate and all copies of articles and association of the Target Group Companies;
 - (v) the seal, statutory records (including register of directors, register of members and transfer and share certificate book) and minute books written up to the date as at the Completion Date, common seal, chops and all rubber stamps of the Target Group Companies;
 - (vi) all the financial and accounting books and records (including vouchers and receipts) of the Target Group Companies;
 - (vii) all agreements, contracts, deeds and other instruments entered into by the Target Group Companies; and
 - (viii) full and accurate details of each bank, or other financial institution at which the Target Group Company has an account or safety deposit box and the names of all persons authorised to draw thereon or have access thereto; and
- (b) the Vendor shall procure that the Purchaser's Fund (or its nominee(s)) be duly registered as the holder of the Sale Shares subject to the articles of association of the Target Company and, if so required by the Purchaser, arrange and/or procure for the issue of share certificate in respect of the Sale Shares and the due delivery of the same to the Purchaser's Fund (or its nominee(s)); and
 - (c) the Purchaser shall deliver or cause to be delivered to the Vendor the following documents:-

- (i) the instrument of transfer in respect of the transfer of the Sale Shares duly executed by the Purchaser's Fund in favour of the Vendor;
- (ii) a cashier's order or a banker's draft issued by a licensed bank in Hong Kong made in favour of the Vendor for the first instalment of the Consideration referred to in Clause 3.2(a);
- (iii) the original certificates for the Second Instalment Promissory Note and the Third Instalment Promissory Note duly signed by the Purchaser issued in the name of the Vendor;
- (iv) the Share Charge duly executed by the Purchaser;
- (v) the Shareholders' Agreement duly signed by the Purchaser;
- (vi) a certified true copy of the minutes of a meeting of the Purchaser approving this Agreement and other documents necessary for the purpose of effecting the transactions hereunder and authorising a person or persons to execute the same (with seal, where appropriate) for and on their behalf and the issue of the Second Instalment Promissory Note and the Third Instalment Promissory Note in accordance with the terms therein; and
- (vii) a certified true copy of the minutes of a meeting of the Purchaser's Fund approving the Share Charge and the Shareholders' Agreement and other documents necessary for the purpose of effecting the transactions hereunder and authorising a person or persons to execute the same (with seal, where appropriate) for and on their behalf.

6.3 In the event that the Vendor or the Purchaser shall fail to do anything required to be done by them under Clause 6.2, without prejudice to any other right or remedy available to the Vendor or the Purchaser (as the case may be), the Vendor or the Purchaser (as the case may be) may:

- (a) defer Completion to a day not more than 14 days after the date fixed for Completion; or
- (b) proceed to Completion so far as practicable but without prejudice to the Vendor's or the Purchaser's right (as the case may be) to the extent that the Vendor or the Purchaser (as the case may be) shall not have complied with their obligations hereunder; or
- (c) rescind this Agreement without liability on its part.

7. MATTERS PENDING COMPLETION

7.1 Pending Completion, the Vendor shall procure that:

- (a) the Purchaser and its representatives be given full access to inspect all the books and records and other documents of the Target Group Companies and Tongda

Optoelectronics during normal business hours by prior notice in writing.

- (b) save and except with the prior written consent of the Purchaser:
- (i) the businesses of the Target Group Companies shall be carried on in the usual and normal course;
 - (ii) the Target Group Companies shall take all reasonable steps to preserve the goodwill of its business and not to discourage customers and suppliers from continued dealing with the Target Group Companies;
 - (iii) none of the Target Group Companies shall create, allot or issue any new shares or any option, warrant, derivative rights over shares or loan capital;
 - (iv) none of the Target Group Companies shall enter into any contract or commitment or do anything which, in any such case, adversely affects its asset or increases its liabilities to a material extent or its ability to carry on its business in the usual and normal course;
 - (v) none of the Target Group Companies shall incur any capital expenditure;
 - (vi) none of the Target Group Companies shall dispose of, or grant any option or right of pre-emption in respect of, any part of its assets except in the ordinary and proper course of business;
 - (vii) the Target Group Companies shall not borrow any money or make any payments out of or drawings on its bank account(s) other than in the ordinary and proper course of business;
 - (viii) the Target Group Companies shall not grant or issue any mortgages, charges, debentures or other securities for money or redeem any such securities or give any guarantees or indemnities to any third party;
 - (ix) the Target Group Companies shall not permit any of the insurance to lapse or do anything which would make any such policy of insurance void or voidable; and
 - (x) the Target Group Companies shall not in any other way depart from the ordinary and proper course of its day-to-day business either as regards the natural scope or the manner of conducting the same.

8. POST COMPLETION OBLIGATIONS

- 8.1 The Vendor shall, after Completion, procure Tongda Optoelectronics and the Group to acquire from the PRC Subsidiary the necessary products and/or services for the satisfaction and fulfilment of all the contractual obligations of Tongda Optoelectronics which are not acquired by the PRC Subsidiary under the Asset and Business Transfer Agreement.

8.2 Save and except for the existing contractual rights and obligations of Tongda Optoelectronics not transferred from Tongda Optoelectronics to the PRC Subsidiary pursuant to the Asset and Business Transfer Agreement, the Vendor shall not, and shall procure Tongda Optoelectronics and the Group not to carry on a business which is, or be interested or involved or engaged in or acquire or hold any rights or interest or otherwise involved in the Target Business, for the period commencing from the Completion Date to 31 December 2025 (both days inclusive).

9. VENDOR WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

9.1 The Vendor hereby represents and warrants to the Purchaser and its successors and assigns that the Vendor Warranties are true and accurate in all respects as at the date of this Agreement and will continue to be so up to and including the time of Completion.

9.2 Each of the Vendor Warranties is without prejudice to any other Vendor Warranty and, except where expressly or otherwise stated, no provision in any Vendor Warranty shall govern or limit the extent or application of any other provision in any Vendor Warranty. The Vendor hereby agree that the Purchaser shall treat each of the Vendor Warranties as a condition of this Agreement.

9.3 The Vendor Warranties and all other provisions of this Agreement insofar as the same shall not have been performed at Completion shall not be extinguished or affected by Completion and shall survive Completion and the rights and remedies of the Purchaser in respect of any breach of the Vendor Warranties shall not be affected by Completion or by the Purchaser rescinding, or failing to rescind this Agreement, or failing to exercise or delaying the exercise of any right or remedy, or by any other event or matter whatsoever, except a specific and duly authorised written waiver or release and no single or partial exercise of any right or remedy shall preclude any further or other exercise.

9.4 The Purchaser shall be entitled to take action after Completion in respect of any breach or non-fulfilment of any of the Vendor Warranties and Completion shall not in any way constitute a waiver of any right of the Purchaser.

9.5 In the event of becoming evident on or before Completion that the Vendor is in breach of any of the Vendor Warranties or any other terms of this Agreement, the Purchaser may (without any liability on its part) rescind this Agreement by notice in writing to the Vendor.

9.6 The Vendor undertakes to indemnify and keep indemnified the Purchaser (for itself and on behalf of the Target Group Company) on demand from and against any loss or damage or liability (and all costs charges interest fines penalties and expenses incidental and relating thereto or arising in connection therewith) suffered directly or indirectly by the Target Group Company as a result of or in connection with any breach of any of the Vendor Warranties and any costs and expenses (including legal expenses) incurred by the Target Group Company as a result of such breach.

10. PURCHASER WARRANTIES, REPRESENTATIONS AND UNDERTAKINGS

10.1 The Purchaser hereby represents and warrants to the Vendor and its successors and

assigns that the Purchaser Warranties are true and accurate in all respects as at the date of this Agreement and will continue to be so up to and including the time of Completion.

- 10.2 Each of the Purchaser Warranties is without prejudice to any other Purchaser Warranty and, except where expressly or otherwise stated, no provision in any Purchaser Warranty shall govern or limit the extent or application of any other provision in any Purchaser Warranty. The Purchaser hereby agree that the Vendor shall treat each of the Purchaser Warranties as a condition of this Agreement.
- 10.3 The Purchaser Warranties and all other provisions of this Agreement insofar as the same shall not have been performed at Completion shall not be extinguished or affected by Completion and shall survive Completion and the rights and remedies of the Vendor in respect of any breach of the Purchaser Warranties shall not be affected by Completion or by the Vendor rescinding, or failing to rescind this Agreement, or failing to exercise or delaying the exercise of any right or remedy, or by any other event or matter whatsoever, except a specific and duly authorised written waiver or release and no single or partial exercise of any right or remedy shall preclude any further or other exercise.
- 10.4 The Vendor shall be entitled to take action after Completion in respect of any breach or non-fulfilment of any of the Purchaser Warranties and Completion shall not in any way constitute a waiver of any right of the Vendor.
- 10.5 In the event of becoming evident on or before Completion that the Purchaser is in breach of any of the Purchaser Warranties or any other terms of this Agreement, the Vendor may (without any liability on its part) rescind this Agreement by notice in writing to the Purchaser.
- 10.6 The Purchaser undertakes to indemnify and keep indemnified the Vendor on demand from and against any loss or damage or liability (and all costs charges interest fines penalties and expenses incidental and relating thereto or arising in connection therewith) suffered directly or indirectly by the Vendor as a result of or in connection with any breach of any of the Purchaser Warranties and any costs and expenses (including legal expenses) incurred by the Vendor as a result of such breach.

11. **DEFAULT**

Should the Vendor fail to complete the sale of the Sale Shares in accordance with the terms and conditions herein contained (other than as a result of the default or fault of the Purchaser), the Purchaser shall, without prejudice to any other rights and remedies which the Purchaser may have in respect of such breach including the right to sue for specific performance, be entitled to rescind this Agreement by notice in writing to the Vendor. Neither this Clause nor exercise by the Purchaser of any right of rescission shall preclude or be deemed to preclude the Purchaser from taking other steps or remedies to enforce the Purchaser's rights whether hereunder or otherwise or prevent the Purchaser from recovering any damages which it may have suffered.

12. **CONFIDENTIALITY**

- 12.1 Subject to Clauses 12.2 and 12.3, each Party:

- (a) shall treat as strictly confidential the provisions of this Agreement and the process of their negotiations and all information about the other Parties or the Target Company obtained or received by it as a result of negotiating, entering into or performing its obligations under this Agreement (the “**Confidential Information**”); and
 - (b) shall not, except with the prior written consent of the other Parties (which shall not be unreasonably withheld or delayed), make use of (save for the purposes of giving effect to or performing its obligations under this Agreement) or disclose to any person any Confidential Information.
- 12.2 Clause 12.1 shall not apply if and to the extent that the Party using or disclosing Confidential Information can demonstrate that: -
- (a) such disclosure is required by Law or by any supervisory, regulatory or governmental body having jurisdiction over it and whether or not the requirement has the force of Law; or
 - (b) such disclosure is to its professional advisers or trustees in relation to the negotiation, entry into or performance of this Agreement or any matter arising out of or in connection with the same; or
 - (c) in the case of disclosure or use, the Confidential Information concerned was lawfully in its possession (as evidenced by written records) prior to its being obtained or received as described in Clause 12.1(a); or
 - (d) in the case of disclosure or use, the Confidential Information concerned has come into the public domain other than through its fault or the fault of any person to whom such Confidential Information has been disclosed in accordance with Clause 12.1(b).
- 12.3 Each of the Parties undertakes that prior to Completion, it will not (save as otherwise provided in this Agreement or as required by the Laws) make any announcement in connection with this Agreement unless such announcement is required by the Laws, or unless the other Parties shall have given its consent to such announcement which consent may not be unreasonably withheld or delayed and may be given either generally or in a specific case or cases.

13. COSTS

Each Party shall pay its own costs and disbursements (including stamp duty) of and incidental to this Agreement.

14. NOTICES AND OTHER COMMUNICATION

- 14.1 Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the Vendor or the Purchaser at its address set out below (or such other address as the addressee has by not less than five (5) days’ prior written notice specified to the other parties) :-

14.2 (a) For the purpose of delivery of notices under this Agreement, the address, facsimile number and email address of the Vendor are:-

Address : Room 1201-02, 12th Floor, Shui On Centre, 6-8 Harbour Road, Wanchai, Hong Kong

Facsimile : (852) 2510 0991

Email address : wang@tongda.com.hk

Attention : Mr. Wang Ya Nan

(b) For the purpose of delivery of notices under this Agreement, the address, facsimile number and email address of the Purchaser are:-.

Address : 21/F., Low Block, Grand Millennium Plaza
181 Queen's Road Central
Hong Kong

Facsimile : (852) 2200 7676

Email address : barrychan1211@gmail.com

Attention : Mr. Barry Chan

14.3 Any notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered (a) if sent by facsimile or email, on the date of transmission or (b) if delivered personally, when delivered or (c) if sent by post, 7 days if overseas and 48 hours if local after the date of posting.

14.4 The Vendor hereby irrevocably appoints Tongda Group Holdings Limited of Room 1201-02, 12th Floor, Shui On Centre, 6-8 Harbour Road, Wanchai, Hong Kong as its service agent to receive and acknowledge on its behalf service of any notice, writ, summons, order, judgment or communication in relation to this Agreement and further agrees that any such legal process or notice shall be sufficiently served on it if delivered during normal office hours to such agent for service at its address for the time being in Hong Kong. The Vendor further agrees to maintain a duly appointed agent in Hong Kong to accept service of process out of the courts of Hong Kong and to keep the Purchaser informed of the name and address of such agent. Service on Tongda Group Holdings Limited (or such agent as may be notified by the Vendor from time to time) shall be deemed to be service on its appointer.

15. **INVALIDITY**

If at any time any one or more of the provisions of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the laws of any relevant jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement in that jurisdiction nor the legality, validity or enforceability of such

provision under the laws of any other jurisdictions shall in any way be affected or impaired thereby.

16. TIME OF THE ESSENCE

Time shall be of the essence of this Agreement.

17. COUNTERPARTS

This Agreement may be executed in one or more counterparts each of which shall be binding on each Party by whom or on whose behalf it is so executed, but which together shall constitute a single instrument. For the avoidance of doubt, this Agreement shall not be binding on any Party unless and until it shall have been executed by or on behalf of all persons expressed to be the Parties.

18. ASSIGNMENT

This Agreement shall be binding upon and ensure for the benefit of the successors of the Parties but shall not be assignable unless with the prior written consent of the other Party.

19. ENTIRE AGREEMENT

This Agreement (together with any documents referred to herein) constitutes the entire agreement between the Parties relating to the transactions contemplated herein and supersedes all previous agreements, arrangements, promises, representations, warranties and undertakings relating to any such transactions.

20. AMENDMENT

Unless otherwise specifically provided for in this Agreement, any provision of this Agreement may be amended, supplemented or waived only if the Parties agree in writing.

21. THIRD PARTY RIGHTS

A person who is not a party to this Agreement shall no rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any terms of this Agreement. Consent of any person who is not a party is not required to rescind or vary any provisions of this Agreement

22. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the Laws of Hong Kong and the Parties hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts for the purpose of determining or performing any claim arising under this Agreement.

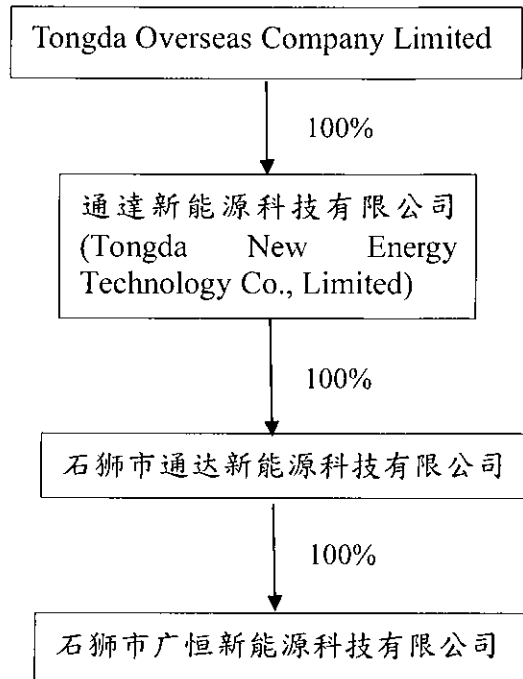
SCHEDULE 1

PARTICULARS OF THE TARGET COMPANY

1. Name : Tongda Overseas Company Limited
2. Company Number : 87794
3. Date of Incorporation : 8 June 1993
4. Place of Incorporation : British Virgin Islands
5. Issued Share Capital : 10,000 ordinary shares
6. Registered Office : Vistra Corporate Services Center, Wickhams Cay II, Road Town, Tortola, VG110, British Virgin Islands
7. Shareholder(s) : Tong Da Holdings (BVI) Limited (100%)
8. Director(s) : Wang Ya Nan

SCHEDULE 2

ORGANISATION STRUCTURE OF THE TARGET GROUP



SCHEDULE 3

DETAILS OF THE HK SUBSIDIARY

1. Name : 通達新能源科技有限公司 (Tongda New Energy Technology Co., Limited)
2. Company Number : 3205085
3. Date of Incorporation : 4 November 2022
4. Place of Incorporation : Hong Kong
4. Issued Share Capital : 1,000 ordinary share
5. Registered Office : Room 1201-1202, 12/F, Shui On Center, 6-8 Harbour Road, Wanchai, Hong Kong
6. Shareholder(s) : Tongda Overseas Company Limited (100%)
7. Director(s) : Wang Ya Nan
8. Secretary : Chan Paan Paan

SCHEDULE 4

DETAILS OF THE WFOE

1. Name : 石狮市通达新能源科技有限公司
2. Certificate of Registration No. :
3. Date and Place of Incorporation :
4. Place of Incorporation : People's Republic of China
5. Registered Share Capital :
6. Registered Office :
7. Registered Shareholder(s) : 通達新能源科技有限公司 (Tongda New Energy Technology Co., Limited) (100%)
8. Director(s) :

SCHEDULE 5

DETAILS OF THE PRC SUBSIDIARY

1. Name : 石狮市广恒新能源科技有限公司
2. Certificate of Registration No. :
3. Date of Incorporation :
4. Place of Incorporation : People's Republic of China
5. Registered Share Capital :
6. Registered Office :
7. Registered Shareholder(s) : 石狮市通达新能源科技有限公司 (100%)
8. Director(s) :

SCHEDULE 6

VENDOR WARRANTIES

1. General information and powers of the Vendor

- (a) The Vendor has full power, capacity and authority to enter into this Agreement and to exercise its rights and perform its obligations hereunder and this Agreement shall, when executed, be a legal, valid and binding agreement on it and enforceable in accordance with its terms hereof.
- (b) The execution, delivery and performance of this Agreement by the Vendor does not and will not violate in any respect any provision of any relevant Laws applicable to it as at the date of this Agreement and as at Completion.
- (c) As at the date of this Agreement and immediately prior to Completion, the information set out in Recitals and Schedules is true, accurate and complete in all material respects and not misleading in any material respect.

2. Sale Shares

- (a) The Vendor is the legal and beneficial owner of the Sale Shares free and clear of any Encumbrance whatsoever and the Target Company has not exercised any lien over any of the issued Shares and there is outstanding no call on Sale Shares and the Sale Shares are fully paid.
- (b) The Sale Shares constitute 70% of the entire issued share capital of the Target Company as at the date of this Agreement.
- (c) There are no options nor rights entitling any third party to own or affect the legal or beneficial interest of the Vendor in the Sale Shares.

3. Compliance with legal requirements

- (a) Each of the Target Group Companies has duly and properly complied with all filing and registration requirements in respect of corporate or other documents imposed under the relevant Laws.
- (b) The statutory books and minute books of each of the Target Group Companies have been properly written up and compliance has been made with all legal requirements.
- (c) The register of members/shareholders of each of the Target Group Companies is correct and none of the Target Group Companies has received any application or request for rectification of its register of members/shareholders and to the best knowledge of the Vendor no circumstances which might lead to any such application or request for rectification of such register to be made have arisen or occurred.
- (d) Each of the Target Group Companies has complied with in all material respects all relevant Laws and obtained and complied with all necessary consents to carry on

business in Hong Kong and/or the PRC and have complied with in all material respects all legal requirements in relation to any transactions to which it is or has been a party prior to Completion.

- (e) Each of the Target Group Companies has complied with the provisions of its articles of association in all material respects and has not committed any breach which would materially and adversely affect the assets of the Target Group Companies.

4. Shares

- (a) Other than such subsidiaries as more particularly described in Schedule 2, the Target Company does not have any investment in any other company.
- (b) There is no option, right to acquire, mortgage, charge, pledge, lien or other form of security, encumbrance or third-party rights on, over or affecting any part of the unissued share capital or loan capital of the Target Company.

5. Corporate matters

- (a) Each of the Target Group Companies is duly incorporated, validly existing and in good standing in all respects under the laws of the jurisdiction of its incorporation or establishment with full power and authority to own its assets and to carry on its business as it is now being conducted.
- (b) The minute books of directors' meetings and of shareholders' meetings respectively contain full and accurate records of all resolutions passed by the directors and shareholders respectively of each of the Target Group Companies and no resolution has been passed by either the directors or shareholders of any Target Group Company which is not recorded in the relevant minute books.
- (c) The copy of the articles of association of each of the Target Group Companies provided to the Purchaser is complete and accurate in all respects.

6. Accounts

- (a) The Management Accounts :-
 - (i) were prepared in accordance with all applicable laws (including the Companies Ordinance (Cap.622 of the Laws of Hong Kong)) and with generally accepted accounting principles, standards and practices in Hong Kong at the time they were prepared;
 - (ii) are true and accurate in all material respects;
 - (iii) shall include full provision for any bad and doubtful debt and all established liabilities, make proper and adequate provision for all deferred, disputed or contingent liabilities (whether liquidated or unliquidated) and all capital commitments of the Target Company at the Management Accounts Date;

- (iv) give a true and fair view of the state of affairs and financial and trading positions of the Target Company at the Management Accounts Date; and
- (v) are not adversely affected by any unusual, exceptional, extraordinary or non-recurring item which is not disclosed in the Management Accounts.

7. Taxation

- (a) Each of the Target Group Companies has complied with all relevant legal requirements relating to registration or notification for taxation purposes.
- (b) Each of the Target Group Companies has :-
 - (i) paid all taxation (if any) due to be paid before the date of this Agreement; and
 - (ii) taken all necessary steps to obtain any repayment of or relief from taxation available to it.
- (c) The returns for taxation purposes which ought to have been made by or in respect of each of the Target Group Companies in Hong Kong, have been duly made and all such returns are up to date, correct and on a proper basis and are not the subject of any dispute with the relevant taxation, revenue or other appropriate authorities.
- (d) The provisions (if any) included in the Management Accounts are sufficient to cover all taxation in respect of all periods ending on or before the Management Accounts Date for which the Target Company was then or might at any time thereafter become or have become liable.
- (e) Each of the Target Group Companies is not in dispute with any taxation or revenue authority and, so far as the Vendor is aware, no such dispute is pending or threatened.
- (f) All taxation which each of the Target Group Companies is liable to pay prior to Completion has been or will be so paid prior to Completion.

8. Material transactions

- (a) Since the Management Accounts Date, each of the Target Group Companies has not :-
 - (i) created any mortgage or charge or debenture (whether secured or unsecured) on the whole or any part of its assets;
 - (ii) borrowed or lent any money which has not been repaid or increased any liability (whether or not secured) or incurred or entered into any other liability, transaction or contract save as disclosed in this Agreement;
 - (iii) issued or repaid or agreed to issue or repay any share capital;
 - (iv) entered into any transaction outside the ordinary course of business; or

- (v) issued any guarantee or indemnity or granted any security on behalf of any person or company.
- (b) Each of the Target Group Companies is not, or has not agreed to become, a party to any unusual, onerous or long-term contract.
- (b) There are no contracts or obligations, agreements or arrangements to which the any Target Group Company is a party or by which the Target Group Company is bound which are void, illegal, unenforceable, registrable or notifiable under or contravening any Laws.
- (c) There are no agreements concerning any Target Group Company which can be terminated or which have been terminated or under which the rights of any person are liable to be materially adversely affected as a result of a change in control of the Target Company.
- (d) The Target Company is not under any obligation (whether actual or contingent) to make any payment either now or at any time in the future to or for the benefit of any past employee(s).

9. Litigation

- (a) Neither any Target Group Company, nor any of its officers in relation to it, has committed any criminal offence or any tort or any breach of the requirements or conditions of any statute, treaty, regulation, bye-law or other obligation relating to the Target Group Company or the carrying on of its business.
- (b) Neither any Target Group Company, nor its directors is subject to any pending or threatened investigations, inquiries, disciplinary action or litigations and there are no circumstances known to the Vendor which are likely to give rise to any such investigations, inquiries, disciplinary action or litigations.
- (c) Each of the Target Group Companies has conducted its business in all respects in accordance with all applicable Laws and there is no order, decree or judgment of any authority outstanding against any Target Group Company.
- (d) Each of the Target Group Companies is not in breach of or in default under any Law which is binding upon or affects it or any of its assets or revenues or the operation of its business, the consequences of which breach or default might adversely affect its financial conditions or business operations of the Target Group Company as a whole.

SCHEDULE 7

PURCHASER WARRANTIES

- (a) All representations, warranties and undertakings contained in the foregoing provisions of this Schedule shall be deemed to be repeated immediately before Completion and to relate to the facts then existing.
- (b) The Purchaser has full power, capacity and authority to enter into this Agreement and to exercise its rights and perform its obligations hereunder and this Agreement shall, when executed, be a legal, valid and binding agreement on it and enforceable in accordance with its terms hereof.
- (c) The execution, delivery and performance of this Agreement by the Purchaser does not and will not violate in any respect any provision of any relevant Laws applicable to it as at the date of this Agreement and as at Completion.
- (d) As at the date of this Agreement and immediately prior to Completion, the information set out in this Agreement (including the Recitals) in relation to the Purchaser is true, accurate and complete in all material respects and not misleading in any material respects.

SCHEDULE 8

Part 1

THE SECOND INSTALMENT PROMISSORY NOTE (the “Note”)

Dated:

VNE Investment Company Limited, a company incorporated in Hong Kong whose registered office is at Room A, 11/F, Yam Tze Commercial Building, 23 Thomson Road, Wan Chai, Hong Kong for value received HEREBY AGREES AND PROMISES to pay to **Tong Da Holdings (BVI) Limited** whose address is at Vistra Corporate Services Center, Wickhams Cay II, Road Town, Tortola, VG110, British Virgin Islands (the “Payee”), the principal sum of HONG KONG DOLLARS ONE HUNDRED AND FIFTY MILLION (HK\$ 150,000,000) (the “Principal Sum”) on the terms contained herein to be secured by a share charge to be given by VNE Investment Company Limited in favour of Tong Da Holdings (BVI) Limited in respect of 7,000 shares in Tongda Overseas Company Limited held by VNE Investment Company Limited.

Subject as hereinafter provided, this Note shall be repayable in one lump sum on 30 March 2023 (the “Maturity Date”). This Note shall not bear any interest.

Provided that the Issuer has given to the Payee not less than ten (10) Business Days’ (defined hereinafter) prior notice in writing of its intention to repay any part of the outstanding principal amount under this Note, the Issuer may at any time from date of issue of this Note up to the date immediately prior to the Maturity Date, repay this entire Note or any part of it (in amounts of not less than HK\$1,000,000) by payment to the Payee of the outstanding principal amount of this Note save that if at that time, the outstanding principal amount of this Note is less than HK\$1,000,000, the whole (but not part only) of this Note may be repaid. Notice of intention to repay the outstanding principal amount of this Note shall not be effective until actually received by the Payee but once having been given by the Company shall be irrevocable. For the purpose of this Note, “Business Day” means a day other than a Saturday, Sunday or a public holiday, on which banks are open in Hong Kong to the general public for business.

The principal amount outstanding of this Note will be reduced by the amount of any early redemption or repayment by the Issuer.

Payments hereunder shall be made by way of cheque(s) issued by a licensed bank in Hong Kong drawn in favour of the Payee at the address set forth above or at such other address as the Payee may from time to time specify in writing and delivered to the Issuer by 11:00 a.m. on the due dates for payment of the outstanding principal amount and the receipt of the said cheque shall be a sufficient discharge to the Issuer.

This Note (the whole but not part of it) is not transferable and assignable by the Payee.

Time is of the essence. No delay or omission on the part of the Payee in exercising any right hereunder shall operate as a waiver of any other remedy under this Note. A waiver on one

occasion shall not be construed as a bar or waiver of any such right or remedy on a future occasion.

This Note shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of People's Republic of China ("**Hong Kong**"). The parties hereby irrevocably submit to the non-executive jurisdiction of the Hong Kong courts.

Sealed with the Common Seal of
VNE INVESTMENT COMPANY LIMITED
in the presence of

Name:
Title: Director

Part 2

THE THIRD INSTALMENT PROMISSORY NOTE (the “Note”)

Dated:

VNE Investment Company Limited, a company incorporated in Hong Kong whose registered office is at Room A, 11/F, Yam Tze Commercial Building, 23 Thomson Road, Wan Chai, Hong Kong for value received HEREBY AGREES AND PROMISES to pay to **Tong Da Holdings (BVI) Limited** whose address is at Vistra Corporate Services Center, Wickhams Cay II, Road Town, Tortola, VG110, British Virgin Islands (the “Payee”), the principal sum of HONG KONG DOLLARS ONE HUNDRED MILLION (HK\$100,000,000) (the “Principal Sum”) on the terms contained herein to be secured by a share charge to be given by VNE Investment Company Limited in favour of Tong Da Holdings (BVI) Limited in respect of 7,000 shares in Tongda Overseas Company Limited held by VNE Investment Company Limited.

Subject as hereinafter provided, this Note shall be repayable in one lump sum on 30 June 2023 (the “Maturity Date”). This Note shall not bear any interest.

Provided that the Issuer has given to the Payee not less than ten (10) Business Days’ (defined hereinafter) prior notice in writing of its intention to repay any part of the outstanding principal amount under this Note, the Issuer may at any time from date of issue of this Note up to the date immediately prior to the Maturity Date, repay this entire Note or any part of it (in amounts of not less than HK\$1,000,000) by payment to the Payee of the outstanding principal amount of this Note save that if at that time, the outstanding principal amount of this Note is less than HK\$1,000,000, the whole (but not part only) of this Note may be repaid. Notice of intention to repay the outstanding principal amount of this Note shall not be effective until actually received by the Payee but once having been given by the Company shall be irrevocable. For the purpose of this Note, “Business Day” means a day other than a Saturday, Sunday or a public holiday, on which banks are open in Hong Kong to the general public for business.

The principal amount outstanding of this Note will be reduced by the amount of any early redemption or repayment by the Issuer.

Payments hereunder shall be made by way of cheque(s) issued by a licensed bank in Hong Kong drawn in favour of the Payee at the address set forth above or at such other address as the Payee may from time to time specify in writing and delivered to the Issuer by 11:00 a.m. on the due dates for payment of the outstanding principal amount and the receipt of the said cheque shall be a sufficient discharge to the Issuer.

This Note (the whole but not part of it) is not transferable and assignable by the Payee.

Time is of the essence. No delay or omission on the part of the Payee in exercising any right hereunder shall operate as a waiver of any other remedy under this Note. A waiver on one occasion shall not be construed as a bar or waiver of any such right or remedy on a future occasion.

This Note shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of People's Republic of China ("**Hong Kong**"). The parties hereby irrevocably submit to the non-executive jurisdiction of the Hong Kong courts.

Sealed with the Common Seal of
VNE INVESTMENT COMPANY LIMITED
in the presence of

Name:

Title: Director

SCHEDULE 9

SHAREHOLDERS' AGREEMENT

DATE: _____

VNE INVESTMENT COMPANY LIMITED
(as Party A)

AND

TONG DA HOLDINGS (BVI) LIMITED
(as Party B)

AND

TONGDA OVERSEAS COMPANY LIMITED
(as the Company)

SHAREHOLDERS' AGREEMENT RELATING
TO
TONGDA OVERSEAS COMPANY LIMITED

BETWEEN:

- (1) **VNE INVESTMENT COMPANY LIMITED**, a company incorporated under the laws of the British Virgin Islands with limited liability and having its registered office at Vistra Corporate Services Center, Wickhams Cay II, Road Town, Tortola, VG110, British Virgin Islands (“**Party A**”);
- (2) **TONG DA HOLDINGS (BVI) LIMITED**, a company incorporated under the laws of the British Virgin Islands with limited liability and having its registered office at Vistra Corporate Services Center, Wickhams Cay II, Road Town, Tortola, VG110, British Virgin Islands (“**Party B**”); and
- (3) **TONGDA OVERSEAS COMPANY LIMITED**, a company incorporated under the laws of the British Virgin Islands with limited liability and having its registered office at Vistra Corporate Services Center, Wickhams Cay II, Road Town, Tortola, VG110, British Virgin Islands (the “**Company**”).

WHEREAS:

- (A) The Company is a company incorporated in the British Virgin Islands with limited liability and having issued 10,000 Shares. The respective shareholdings of Party A and Party B in the Company are set out in Clause 3.1 hereof.
- (B) This Agreement records the respective rights and obligations of the Shareholders and the arrangements between them and the Company and amongst themselves with respect to the ownership, management and operations of the Company.

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. INTERPRETATION

1.1 In this Agreement (including the Recitals), unless the context otherwise requires or unless otherwise provided herein, the following words and expressions shall have the respective meanings ascribed to each of them below:

- “**Articles**” the articles of association of the Company, as amended from time to time;
- “**Board**” the board of Directors of the Company;
- “**Business Day**” a day (other than a Saturday, Sunday or public holiday) on which banks are open for general business in Hong Kong;
- “**Deed of Adherence**” the deed of adherence substantially in the form set out in Schedule 1 of this Agreement;

“Director(s)”	any director(s) for the time being of the Company and where appropriate, includes an alternate director;
“Group”	the Company and its subsidiaries;
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange;
“Reserved Matters”	the matters as set out under Schedule 2 of this Agreement, as may be amended or supplemented in accordance with the terms of this Agreement from time to time;
“Shareholders”	collectively, Party A and Party B and include any person to whom they may subsequently transfer their Shares pursuant to the provisions of this Agreement and a “Shareholder” shall mean any of them;
“Share(s)”	ordinary share(s) in the capital of the Company, or, if there has been a sub-division, consolidation, re-classification or re-construction of the share capital of the Company, share(s) forming part of the ordinary equity share capital of the Company of such other nominal amount as shall result from any such sub-division, consolidation, re-classification or re-construction;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“this Agreement”	this shareholders’ agreement, as may be amended from time to time;
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong; and
“%”	per cent.

1.2 The headings of this Agreement are inserted for convenience only and shall be ignored in construing this Agreement. Unless the context otherwise requires, references in this Agreement to the singular shall be deemed to include references to the plural and vice versa; references to one gender shall include all genders and references to any person shall include an individual, firm, body corporate or unincorporated.

1.3 References in this Agreement to Clauses and Recitals are references to clauses of and recitals to this Agreement unless otherwise stated.

1.4 References to any statute or statutory provision shall include any statute or statutory provision which amends or replaces or has amended or replaced it and shall include any subordinate legislation made under the relevant statute.

2. BUSINESS AND FINANCE OF THE COMPANY

2.1 The Company shall be principally engaged in investment holding of subsidiaries with a principal business of the manufacturing of interior decorative parts of automotives and the aluminum battery components for electric motor vehicles.

2.2 The Company shall not engage in any business or activity other than those referred to in Clause 2.1 or reasonably incidental thereto except with the prior approval from the Board and/or with the consent of the Shareholders in accordance with Clauses 4.3 and/or 4.4.

2.3 The working capital requirements of the Company shall be decided by the Board from time to time. Any advances made by the Shareholders shall be unsecured and in proportion to the respective percentage shareholding in the Company.

3. ORGANISATION OF THE COMPANY

3.1 As at the date of this Agreement, the following Shareholders are the legal and beneficial owners of such number of Shares as set opposite their respective names below:

<u>Name</u>	<u>Number of Share(s)</u>	<u>Percentage of shareholding in the Company</u>
Party A	7,000	70%
Party B	3,000	30%

The shareholding of the Shareholders in the Company shall, subject to the application of other provisions in this Agreement resulting in the contrary, at all times be in the proportion specified above.

3.2 The Shareholders shall as soon as reasonably practicable but in any event not later than one (1) month from the date hereof take such steps as are necessary to amend the Articles to reflect (in so far as they shall reasonably and mutually determine is necessary) or otherwise bring into effect of the provisions of the Agreement.

4. BOARD CONSTITUTION AND MATTERS REQUIRING UNANIMOUS CONSENT

4.1 Unless otherwise agreed in writing by the Shareholders, the maximum number of Directors holding office at any time shall not exceed 3.

4.2 Party A shall be entitled to appoint and remove 2 Directors. Party B shall be entitled to appoint and remove 1 Directors.

- 4.3 No business shall be transacted at any Board meeting unless a quorum of Directors is present at the commencement of and throughout the meeting. The quorum for a meeting of the Board shall be 3 Directors present in person or by their alternates for the time being, one of whom shall be nominee from Party A. A Director shall be deemed to be present at a meeting of the Board and be counted as part of the quorum if he/she participates by telephone or other communication device where all Directors participating in the meeting are capable of hearing each other and such participation shall constitute presence in person for the purpose of counting quorum. If the quorum of Directors is not present at the commencement of and throughout the meeting, the meeting shall be adjourned to the same day and time the following week, and at the adjourned meeting, any two Directors present shall constitute a quorum. Notwithstanding any provisions of the Articles to the contrary and save as otherwise required by law, all matters other than the Reserved Matters brought before the Directors at a board meeting shall be passed by a simple majority of votes cast in favour of such resolution by the Directors at such meeting. Each Director shall have one vote, and the chairman of the Board meeting shall be entitled to a second or casting vote.
- 4.4 No business shall be transacted at any Shareholders meeting unless a quorum of Shareholders is present at the commencement of and throughout the meeting. The quorum for a meeting of the Shareholders shall be two (2) Shareholders present in person or by their alternates for the time being, one of whom shall be the authorised representative or proxy of Party A. A Shareholder shall be deemed to be present at a meeting of the Shareholders and be counted as part of the quorum if he/she participates by telephone or other communication device where all Shareholders participating in the meeting are capable of hearing each other and such participation shall constitute presence in person for the purpose of counting quorum. Notwithstanding any provisions of the Articles to the contrary and save as otherwise required by law, all matters other than the Reserved Matters brought before the Shareholders at a general meeting shall be passed by a simple majority of votes cast in favour of such resolution by the Shareholders at such meeting.
- 4.5 Notwithstanding any provisions of the Articles to the contrary and save as otherwise required by law, each Shareholder undertakes to the other Shareholder that it shall exercise its voting powers in relation to the Company and shall procure that the persons nominated by it to the Board shall exercise their powers so as to ensure that the Company shall carry out, resolve on or otherwise deal with any Reserved Matters only with the unanimous approval of all Shareholders or the unanimous approval of all Directors.
- 4.6 The provisions of this Clause 4 shall apply, mutatis mutandis, in respect of the Company.

5. RESTRICTION ON TRANSFER OF SHARES

Each party undertakes to the other party(ies) that: (i) it shall not create or permit to be created any encumbrance over any part of its Shares or any interest thereon unless with the prior written consent of the other party; and (ii) it shall not transfer or dispose of (or agrees to transfer or dispose of) any part of its Shares or any

interest thereon unless it shall have fully complied with its undertakings set out in Clause 6.

6. RIGHT OF FIRST REFUSAL AND TAG-ALONG

6.1 If a Shareholder (the “**Transferring Shareholder**”) proposes to sell, dispose of, or permit or suffer a transfer of the whole or any part of the Shares held by it and registered in its name to an unrelated third party (the “**Purchasing Party**”) by accepting a bona fide offer given by such Purchasing Party, all remaining Shareholders (the “**Non-transferring Shareholder**”) shall have a right of first refusal (the “**Right of First Refusal**”) with respect to such transfer as provided below:

- (a) if the Transferring Shareholder proposes to sell or transfer any of its Shares under such bona fide offer, the Transferring Shareholder shall send a written notice (the “**Transfer Notice**”) to the Company and the Non-transferring Shareholder within 7 calendar days after receipt of such bona fide offer, which notice shall state (i) the number of Shares to be transferred under such bona fide offer (the “**Transferred Shares**”), (ii) the price that such Purchasing Party offers to purchase the Transferred Shares under such bona fide offer (the “**Offer Price**”) and (iii) the other terms and conditions of such bona fide offer in reasonable details.
- (b) for a period of 120 calendar days from the date of receipt of the Transfer Notice (the “**Offer Period**”), the Non-transferring Shareholder shall have the right to purchase all or any part of the Transferred Shares at a purchase price per Transferred Share equal to the Offer Price per Transferred Share and upon the other terms and conditions set forth in the Transfer Notice. At the expiration of Offer Period, the Directors shall:
 - (i) if only one Non-transferring Shareholder agrees to purchase all of the Transferred Shares, allocate all the Transferred Shares comprised in the Transfer Notice to such Non-transferring Shareholder; and
 - (ii) if more than one Non-transferring Shareholders agree to purchase all of the Transferred Shares, allocate the Transferred Shares to each of such Non-transferring Shareholders in proportion (as nearly as may be) to their respective shareholdings in the Company as at the date of the Transfer Notice.
- (c) the Right of First Refusal of the Non-transferring Shareholder shall be exercisable by delivering a written acceptance notice of exercise (the “**Acceptance Notice**”) within the Offer Period to the Transferring Shareholder and the Company. The Acceptance Notice shall include a statement of the number of Transferred Shares that the Non-transferring Shareholder intends to purchase. The Acceptance Notice shall be irrevocable and shall constitute a binding agreement by the Non-transferring Shareholder to purchase the relevant number of Transferred

Shares stated in such Acceptance Notice. Notwithstanding any other provisions, failure of the Non-transferring Shareholder to give the Acceptance Notice within the Offer Period shall be deemed to be a waiver of the Non-transferring Shareholder's Right of First Refusal.

- (d) unless the Non-transferring Shareholder elects to purchase all of the Transferred Shares, the Transferring Shareholder is entitled to transfer the remaining portion of the Transferred Shares not purchased by the Non-transferring Shareholder(s) to a Purchasing Party on the terms and conditions set forth in the Transfer Notice; provided, however, that (i) such sale is bona fide, (ii) the price for such sale of each Transferred Share to such Purchasing Party is not less than the Offer Price per Transferred Share and the sale is on the terms and conditions not more favourable to the Purchasing Party than those set forth in the Transfer Notice and (iii) such sale is made within 180 calendar days from the date of the Transfer Notice. If such a sale does not occur within such 180-calendar day period for any reasons, the restrictions provided for herein shall again become effective, and no transfer or sale of Transferred Shares may be made by the Transferring Shareholder thereafter without again making an offer to the Non-transferring Shareholder in accordance with this provision.
 - (e) the closing of the purchase of all or any of the Transferred Shares by the Non-transferring Shareholder shall be held at such place at such time in not more than 150 calendar days from the date of the Transfer Notice, unless otherwise mutually agreed by the Transferring Shareholder and the Non-transferring Shareholder. The said 150-calendar day period shall be extended if necessary to obtain any regulatory approvals required for such purchase and payment. At such closing, the Transferring Shareholder shall deliver share certificates representing the Transferred Shares being transferred to the Non-transferring Shareholder, accompanied by duly executed instruments of transfer and the Transferring Shareholder's portion of the requisite stamp duty (if any). Such Transferred Shares shall be free and clear of any encumbrance, and the Transferring Shareholder shall so represent and warrant and shall further represent and warrant that it is the beneficial and legal owner of such Transferred Shares. The Non-transferring Shareholder shall deliver at such closing payment in full for the purchase of the Transferred Shares. At such closing, all the parties to the transaction shall execute such additional documents as may be necessary or appropriate to effect the sale of the Transferred Shares to the Non-transferring Shareholder. Any stamp duty or transfer taxes or fees payable on the transfer of any Transferred Shares shall be borne and paid equally by the Transferring Shareholder and the Non-transferring Shareholder.
- 6.2 (a) In the event that holder(s) of more than 50% of the entire issued Shares shall desire to sell (whether through a direct sale, a merger or otherwise) all of the then issued and outstanding Shares held by such Transferring Shareholder(s), other than pursuant to a permitted transfer, and shall have

received an External Offer for the purchase thereof from an External Offeror, and no Non-transferring Shareholder(s) have exercised the Rights of First Refusal pursuant to Clause 6.1, such Transferring Shareholder(s) shall within 7 calendar days from the expiration of the Offer Period furnish written notice (the “**Tag-Along Notice**”) to the other Non-transferring Shareholder(s) of its/their intention to sell its/their Shares and pursuant to the Tag-Along Notice and subject to the requirements under the Listing Rules confirm whether they would exercise their rights to require the External Offeror to acquire all but not part of the Shares of the Non-transferring Shareholder(s) on the same terms and conditions as the Transferring Shareholder(s) (the “**Tag-Along Right**”). The Tag-Along Notice shall provide the name of the External Offeror, details of the terms by which the Transferring Shareholder(s) shall sell its/their Shares and a copy of any agreement between the Transferring Shareholder(s) and the External Offeror relating to the sale of the Shares. The Non-transferring Shareholder(s) shall have the right to cause the Transferring Shareholder(s) to require the External offeror to acquire the Non-transferring Shareholder(s)’ Shares on an effective pro-rata basis under the Tag-Along Right within 60 calendar days of such Tag-Along Notice.

- (b) If any Non-transferring Shareholder shall exercise its Tag-Along Right pursuant to Clause 6.2(a), then the Transferring Shareholder(s) shall not consummate any sale unless the External Offeror and the Non-transferring Shareholder(s) shall have entered into an agreement pursuant to which the External Offeror shall have agreed to purchase from the Non-transferring Shareholder(s) the Shares that were the subject to the Non-Transferring Shareholder(s)’ exercise of rights pursuant to Clause 6.2(a), on the same date and on the same price and subject to the same terms and conditions upon which the External Offeror shall have agreed to purchase from the Transferring Shareholder(s) the relevant Shares.

6.3 All transfers shall be subject first to Clause 6.1 (Right of First Refusal), then if not exercised by the Non-transferring Shareholder, Clause 6.2 (Tag-Along Right) shall apply. Notwithstanding any provision in Clause 6.1 (Right of First Refusal), Clause 6.2 (Tag-Along Right), the Shareholders shall be permitted at any time to make any of the following transfer:

- (a) a transfer of any of its Shares to any person with the consent in writing of the other Shareholder(s) which consent may be unconditional or subject to any term or condition as may be imposed by the other Shareholder(s); and/or
- (b) a transfer of all (but not part) of its Shares by any of the Shareholders to a company which is its holding company, subsidiary or fellow subsidiary provided that as a condition precedent of such transfer, the transferee shall execute the Deed of Adherence and provide a copy of such executed Deed of Adherence to each of the other Shareholder(s) upon the completion of the transfer.

6.4 Any Share transferred pursuant to this Clause 6 shall be transferred free of encumbrances and with all rights attaching thereto.

6.5 Upon completion of any transfer of Shares under this Agreement:

- (a) the seller shall deliver to the purchaser a duly executed instrument of transfer in favour of the purchaser together with the share certificate(s) representing the relevant Shares and a power of attorney in a form and in favour of a person nominated by the purchaser, so as to enable the purchaser, pending registration, to exercise all rights of ownership in relation to the Shares transferred to it including, without limitation, the voting rights;
- (b) the purchaser shall pay the aggregate transfer price in respect of the relevant Shares to the seller by bankers' draft for value on the date of completion or in such other manner as may be agreed by the seller and the purchaser before completion;
- (c) the purchaser shall (if it is not already a party to this Agreement) enter into the Deed of Adherence; and
- (d) the seller shall do all such other acts and/or execute all such other documents in a form satisfactory to the purchaser as the purchaser may reasonably require to give effect to the transfer of Shares to it.

7. UNDERTAKINGS BY THE SHAREHOLDERS AND THE COMPANY

7.1 Each Shareholder hereby undertakes and covenants with the other(s) that during the continuance of this Agreement:

- (a) it will exercise all voting rights and powers of control available to it in relation to the Company so as to give full effect to the terms and conditions contained in or contemplated by this Agreement; and
- (b) it will support and implement all necessary proposals put forward at any Directors' meeting and other meetings of the Company to enable the affairs of the Company to be conducted in accordance with this Agreement and will refrain from acting in any manner which does not accord with the provisions of this Agreement.

7.2 To the extent as permitted by law, the Company hereby undertakes and covenants with the Shareholders during the continuance of this Agreement that it will comply with the terms and conditions of this Agreement so as to give full effect to the terms and conditions contained in or contemplated by this Agreement.

7.3 The Company undertakes that it will and procure that its employees and staff will, on a best endeavour basis, accept and take on projects from Party A as the needs, business or opportunities of Party A may require from time to time and be devoted to perform and work on those projects from Party A and discharge its duties and

responsibilities thereunder to the best of its ability, skills, experience and talent.

8. CONFIDENTIALITY

8.1 Each of the parties undertakes to the others that it will not, at any time after the date of this Agreement, divulge or communicate to any person other than to its professional advisers, or with prior written approval of the other parties or when required by law or by the Stock Exchange or any relevant regulatory body, or to its respective officers or employees whose province it is to know the same any confidential information concerning the technological knowhow, business, potential business, accounts, finance, trade secrets, client list or contractual arrangements or other trading, dealings, transactions or affairs of any of the others which may be within or may come to its knowledge and it shall use its best endeavours to prevent the publication or disclosure of any such confidential information concerning such matters.

8.2 Save as required by law or any other regulatory body or authority, or in order to comply with any legal or regulatory requirements, each of the parties hereto shall maintain strict confidence and secrecy in respect of all the terms of this Agreement or any information received by them or any of them pursuant to this Agreement and each of the Shareholders shall use its best endeavours to procure that the Directors nominated by it shall likewise maintain strict confidence and secrecy in respect of the same.

9. AGREEMENT TO PREVAIL

If there shall be any conflict or inconsistencies between the provision of this Agreement and provision of the Articles, the provisions of this Agreement shall prevail. The Shareholders shall take such steps as are necessary to amend the Articles to reflect (in so far as they shall reasonably and mutually determine is necessary) or otherwise bring into effect of the provisions of the Agreement as referred in Clause 3.2 of this Agreement.

10. DURATION AND TERMINATION OF THIS AGREEMENT

10.1 This Agreement shall continue in full force and effect until the Company shall be wound up or otherwise cease to exist as a separate corporate existing or unless terminated pursuant to Clause 10.2.

10.2 This Agreement may be terminated at any time by the written agreement of all Shareholders or if any of the events set out below shall occur:

- (a) in respect of any Shareholder only, after such Shareholder shall have ceased to be the beneficial owner of any of the issued Shares; or
- (b) all the Shares are owned by one Shareholder; or
- (c) if an order is made or an effective resolution is passed or analogous proceedings are taken for the winding up of the Company other than for

the purposes of amalgamation or reconstruction or if all or substantially all of the assets of the Company are expropriated or otherwise placed under the direct control of any government or if the Company is unable to pay its debts, makes a general assignment for the benefit of its creditors or has a receiver or manager appointed over all or a substantial part of its undertakings or assets.

10.3 The termination of this Agreement shall not prejudice or effect any rights or liabilities under this Agreement arising prior to such termination and the provisions of Clauses 8 (Confidentiality), 14 (Notices), 20 (Costs), 21 (Third Parties' Rights) and 22 (Governing Law and Jurisdiction) shall continue in full force and effect notwithstanding such termination.

10.4 Any Shareholder who ceases to be a shareholder of the Company shall thereupon cease to be bound by or have the benefit of, the terms of this Agreement, save in respect of the obligations of the Shareholders under Clauses 8 (Confidentiality), 14 (Notices), 20 (Costs), 21 (Third Parties' Rights) and 22 (Governing Law and Jurisdiction).

11. TIME AND NO WAIVER

Time shall be of the essence of this Agreement but no failure on the part of any party to exercise, and no delay on his/its part in exercising any right hereunder shall operate as waiver thereof, nor will any single or partial exercise of any right under this Agreement preclude any other or further exercise of it or the exercises of any other right or prejudice or affect any right against any other person under the same liability, whether joint, several or otherwise. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

12. INVALIDITY

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provision of this Agreement nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.

13. AMENDMENTS

This Agreement shall not be amended, supplemented, varied or modified except by instruments in writing signed by each of the parties hereto.

14. NOTICES

14.1 Each notice, demand or other communication given, made or served under this Agreement shall be in writing and delivered or sent to the relevant party by prepaid postage, electronic mail or personal delivery to his/its address or electronic mailbox address as set out below (or such other address or electronic mailbox address as the addressee has by five (5) days' prior written notice specified to the other party):

If to Party A:

Address: 21/F., Low Block, Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong
Email Address: barrychan1211@gmail.com
Attention: Mr. Barry Chan

If to Party B:

Address: Room 1201-02, 12th Floor, Shui On Centre, 6-8 Harbour Road, Wanchai, Hong Kong
Email Address: wang@tongda.com.hk
Attention: Mr. Wang Ya Nan

If to the Company:

Address: 21/F., Low Block, Grand Millennium Plaza, 181 Queen's Road Central, Hong Kong
Email Address: barrychan1211@gmail.com
Attention: Mr. Barry Chan

14.2 Each notice, demand or other communication given, made or serve under this Agreement shall be deemed to have been given and received by the relevant party (i) within two (2) days after the date of posting, if sent by mail; (ii) when delivered, if delivered by hand; and (iii) on dispatch, if sent by electronic mail.

14.3 Party B hereby irrevocably appoints Tongda Group Holdings Limited of Room 1201-02, 12th Floor, Shui On Centre, 6-8 Harbour Road, Wanchai, Hong Kong as its service agent to receive and acknowledge on its behalf service of any notice, writ, summons, order, judgment or communication in relation to this Agreement and further agrees that any such legal process or notice shall be sufficiently served on it if delivered during normal office hours to such agent for service at its address for the time being in Hong Kong. Party B further agrees to maintain a duly appointed agent in Hong Kong to accept service of process out of the courts of Hong Kong and to keep Party A informed of the name and address of such agent. Service on Tongda Group Holdings Limited (or such agent as may be notified by Party B from time to time) shall be deemed to be service on its appointer.

15. NO PARTNERSHIP

Nothing in this Agreement shall be taken to constitute a partnership between the Shareholders and none of them shall have any authority to bind the other in any way.

16. COUNTERPARTS

This Agreement may be executed in any number of counterparts by different parties hereto on separate counterparts, each of which when executed and delivered shall constitute an original, but all of which shall together constitute one and the same instrument.

17. SUCCESSORS AND ASSIGNS

This Agreement shall ensure to the benefit of and be binding on each of the parties hereto and their respective successors and permitted assigns provided that none of the parties hereto shall assign or transfer or purport to assign or transfer any of his/its rights or obligations hereunder without the consent of all the other parties.

18. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties hereto with respect to the matters dealt with herein and supersedes any previous agreements, arrangements, statements or transactions between the parties hereto in relation to the matters hereof.

19. FURTHER ASSURANCE

Each of the parties hereto hereby undertakes that it will do all such acts and things and execute all such deeds and documents as may be necessary or desirable to carry into effect or to give legal effect to the provisions of this Agreement and the transactions contemplated hereunder.

20. COSTS

Each party to this Agreement shall bear its own costs and expenses (including legal fees) incurred in connection with the negotiation, preparation, execution and implementation of this Agreement.

21. THIRD PARTIES' RIGHTS

21.1 Unless expressly provided to the contrary, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any term of this Agreement.

21.2 Notwithstanding any term of this Agreement, the consent of any third person who is not a party is not required to rescind or vary this Agreement at any time.

22. GOVERNING LAW AND JURISDICTION

22.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.

22.2 The parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

IN WITNESS whereof this Agreement has been duly executed by all parties hereto the day and year first above written.

PARTY A

SEALED with the COMMON SEAL of)
)
VNE INVESTMENT COMPANY)
LIMITED)
and SIGNED by Mr. Chan Tsang Shing)
)
in the presence of: Mr. Chan Paan Paan)

PARTY B

SEALED with the COMMON SEAL of)
)
TONG DA HOLDINGS (BVI) LIMITED)
and SIGNED by Mr. Wang Ya Nan)
)
in the presence of: Mr. Chan Paan Paan)

THE COMPANY

SEALED with the COMMON SEAL of)
)
TONGDA OVERSEAS CO., LTD.)
and SIGNED by Mr. Wang Ya Nan)
)
in the presence of: Mr. Chan Paan Paan)

Schedule 1

Deed of Adherence

THIS DEED OF ADHERENCE (THE “DEED”) is made the day of

BETWEEN:

- (1) **VNE INVESTMENT COMPANY LIMITED**, a company incorporated under the laws of Hong Kong with limited liability and having its registered office at Room A 11/F, Yam Tze Commercial Building, 23 Thomson Road, Wan Chai, Hong Kong [(“**the New Shareholder**”)];
- (2) **TONG DA HOLDINGS (BVI) LIMITED**, a company incorporated under the laws of the British Virgin Islands with limited liability and having its registered office at Vistra Corporate Services Center, Wickhams Cay II, Road Town, Tortola, VG110, British Virgin Islands ; and
- (3) **TONGDA OVERSEAS COMPANY LIMITED**, a company incorporated under the laws of the British Virgin Islands with limited liability and having its registered office at Vistra Corporate Services Center, Wickhams Cay II, Road Town, Tortola, VG110, British Virgin Islands (the “**Company**”)

(each a “**Party**”, together the “**Parties**”).

WHEREAS:

- (A) On [●], **VNE Investment Company Limited** and **Tong Da Holdings (BVI) Limited**, shareholders of **Tongda Overseas Co., Ltd.** (the “**Company**”) and the **Company** entered into a Shareholders’ Agreement (the “**Shareholders’ Agreement**”) a copy of which is attached to this Deed.
- (B) The **New Shareholder** wishes to have transferred to it 7,000 shares (the “**Shares**”) in the capital of the **Company** from **TONG DA HOLDINGS (BVI) LIMITED** (the “**Out-going Shareholder**”) and in accordance with Clause 6 of the Shareholders’ Agreement has agreed to enter into this Deed.

NOW THIS DEED WITNESSES as follows

1. INTERPRETATION

In this Deed, except as the context may otherwise require, all words and expressions defined in the Shareholders’ Agreement shall have the same meanings when used herein.

2. COVENANT

The **New Shareholder** hereby covenants with all the other Parties to adhere to and be bound by all the duties, burdens and obligations of a party to the Shareholders’ Agreement holding the same amount of the Shares as the **Out-going Shareholder**

pursuant to the provisions of the Shareholders' Agreement and all documents expressed in writing to be supplemental or ancillary thereto as if the New Shareholder had been an original party to the Shareholders' Agreement since the date thereof.

3. ENFORCEABILITY

Each Party shall be entitled to enforce the Shareholders' Agreement against the New Shareholder and the New Shareholder shall be entitled to all rights and benefits of the Out-going Shareholder under the Shareholders' Agreement in each case as if the New Shareholder had been an original party to the Shareholders' Agreement since the date thereof.

4. NOTICES

4.1 The provisions of Clause 14 (Notices) of the Shareholders' Agreement shall apply mutatis mutandis to this Deed as if set out herein and as if references therein to "this Agreement" were references to this Deed.

4.2 The initial addresses, email addresses and facsimile numbers of the New Shareholder for the service of communications, the person for whose attention such communications are to be marked and the person to whom a communication is to be copied are as follows:

Address:	21/F., Low Block, Grand Millennium Plaza 181 Queen's Road Central Hong Kong
Facsimile no.:	(852) 2200 7676
Email address:	barrychan1211@gmail.com
Attention:	Mr. Barry Chan

5. GOVERNING LAW & JURISDICTION

This Deed of Adherence shall be governed by and construed in all respects in accordance with the laws of Hong Kong and the parties hereto agree to submit to the non-exclusive jurisdiction of the Hong Kong Courts.

IN WITNESS WHEREOF this Deed of Adherence has been executed as a deed on the date first above written.

Party A

SEALED with the COMMON SEAL of)
)
VNE INVESTMENT COMPANY)
LIMITED)
and SIGNED by Mr. Chan Tsang Shing)
)
in the presence of: Mr. Chan Paan Paan)

Party B

SEALED with the COMMON SEAL of)
)
TONG DA HOLDINGS (BVI) LIMITED)
)
and SIGNED by Mr. Wang Ya Nan)
)
in the presence of: Mr. Chan Paan Paan)

The Company

SEALED with the COMMON SEAL of)
)
TONGDA OVERSEAS CO., LTD.)
and SIGNED by Mr. Wang Ya Nan)
)
in the presence of: Mr. Chan Paan Paan)

Schedule 2

Reserved Matters

- (a) the creation or issue of any shares of any members of the Group or the grant of any options over any Shares or the uncalled capital of any members of the Group or the issue of any warrant, debentures, securities or other obligations convertible into shares of any members of the Group or enter into any agreement to do any of the same;
- (b) the capitalisation, repayment or other form of distribution (other than by way of dividends out of profits available for distribution) of any amount standing to the credit of any reserve of any members of the Group on the redemption or purchase of any Shares or any other reorganisation of share capital;
- (c) the admission of any person and whether by subscription or transfer as a member of any members of the Group;
- (d) the alteration of the memorandum or articles of association or its equivalent of any members of the Group and the passing of any resolutions inconsistent with the provision of this Shareholders' Agreement;
- (e) the increase in the number of directors at the board of any members of the Group;
- (f) the alteration of the terms of this Shareholders' Agreement;
- (g) the acquisition or disposal of any lease or any other interests in real property or the creation of any mortgage or other encumbrance over such property by any members of the Group;
- (h) the acquisition or disposal of any undertaking, property, investment or other asset if the aggregate sum involved exceeds, or, in the case of a disposal, if the book value exceeds HK\$100,000,000 by any members of the Group other than in its ordinary and normal course of business;
- (i) the acquisition or formation by any members of the Group of any subsidiary or the acquisition of any share of any other any members of the Group or the participation by any members of the Group in any partnership or joint venture;
- (j) the sale or disposal of the whole or a substantial part of the undertaking or the assets of any members of the Group;
- (k) the entering into of any material contracts other than in its ordinary course of business;
- (l) the entering into of any transaction with any person by any members of the Group other than in its ordinary course of business or otherwise on an arm's length basis;
- (m) the lending of any moneys (otherwise than by way of deposit with a bank or other institution the normal business of which includes the acceptance of deposit), the granting of any credit or the giving of any guarantee or indemnity to any third party (other than

any subsidiary of the Company but including Party A and Party B);

- (n) the borrowing of any moneys by any members of the Group from banks, financial institutions or any other persons or the creation of any contract or obligation to pay money or money's worth (other than in its ordinary course of business) which exceeds the value of HK\$[100,000,000];
- (o) the fixing of any payment or remuneration to be made to any director of any members of the Group, or (except in accordance with the provisions of an agreement the terms of which have been previously approved by all the Shareholders) the payment of any service, consultancy or other fees to any of the parties hereto or to persons connected with them, or the entering into or variation of any contract with any such party or person;
- (p) the consolidation, amalgamation or merger of any members of the Group with any other company or concern, entity or concern or the acquisition of any other business by any member of the Group (other than for the purpose of an internal reorganisation);
- (q) the winding-up, dissolution, entering into settlement and arrangements with the creditors or liquidation of any members of the Group (other than for the purpose of an internal reorganisation);
- (r) the change of the status of any members of the Group from private company to public company;
- (s) the change of the scope of business of any members of the Group;
- (t) the commencement, defence or settlement of any material litigation, arbitration or other legal proceedings concerning any members of the Group;
- (u) the addition of any connected transaction(s) by any members of the Group with the connected persons of any members of the Group or their associates (save for the intragroup connected transactions within the Group);
- (v) the alteration of the rights attaching to any of the shares of any members of the Group;
and
- (w) the change of any dividend policy of any members of the Group or the declaration of any dividends or distributions.

SCHEDULE 10
SHARE CHARGE

DATE: _____ **2022**

VNE INVESTMENT COMPANY LIMITED
(as the Chargor)

IN FAVOUR OF

TONG DA HOLDINGS (BVI) LIMITED
(as the Chargee)

SHARE CHARGE

regarding

TONGDA OVERSEAS CO., LTD.

THIS CHARGE is dated

2022

MADE BY:

VNE INVESTMENT COMPANY LIMITED, a company incorporated under the laws of the British Virgin Islands with limited liability and having its registered office at Vistra Corporate Services Center, Wickhams Cay II, Road Town, Tortola, VG110, British Virgin Islands (the “**Chargor**”)

IN FAVOUR OF:

TONG DA HOLDINGS (BVI) LIMITED, a company incorporated under the laws of the British Virgin Islands with limited liability and having its registered office at Vistra Corporate Services Center, Wickhams Cay II, Road Town, Tortola, VG110, British Virgin Islands (the “**Chargee**”).

WHEREAS:

(A) Tongda Overseas Company Limited (the “**Company**”) is a company incorporated in the British Virgin Islands with limited liability. As at the date of this Charge, the Company has an issued share capital of 10,000 shares (each a “**Share**”) and are fully paid or credited as fully paid. The Chargor is the beneficial owner of 7,000 Shares (the “**Charged Share**”) in the issued share capital of the Company.

(B) By the promissory notes both dated _____ issued by VNE Investment Company Limited (the “**Issuer**”) in favour of the Chargee (the “**Promissory Notes**”), the Issuer agreed and promised to pay to the Chargee the principal sum of HK\$150,000,000 and HK\$100,000,000 (the “**Principal Sums**”), respectively subject to and upon the terms and conditions therein.

(D) In consideration of the Chargee agreed to accept the Promissory Notes, the Chargor has at the request of the Chargee agreed to enter into this Charge and charge the Charged Securities (as defined hereinafter) in favour of the Chargee subject to and upon the terms and conditions of this Charge.

NOW THIS CHARGE WITNESSES as follows:

1. INTERPRETATION

1.1 Words and expressions defined in the Promissory Notes shall, unless otherwise specified, have the same meanings when used herein.

1.2 In this Charge (including the Recitals hereto), except where the context otherwise requires:

“**Business Day**” means a day (other than a Saturday, Sunday or a public holiday) on which licensed banks in Hong Kong are generally open for business throughout their normal business hours;

“**Charged Securities**” means the Charged Shares and all other Shares beneficially owned by

the Chargor, including all dividends paid or payable thereon and stocks and shares, rights, monies and property accruing or offered at any time by way of substitution, redemption, bonus, preference, option, exchange, dividend, distribution, scheme of arrangement or organisation or otherwise to the same or in respect thereof

“Disposition” means any sale, assignment, exchange, transfer, concession, loan, lease, surrender of lease, tenancy, licence, direct or indirect reservation, waiver, compromise, release, dealing with or in or granting of any option, right of first refusal or other right or interest whatsoever and includes any agreement so to do and **“Dispose”** and **“Disposal”** shall be construed accordingly

“Encumbrance” means any mortgage, charge, pledge, lien (otherwise than arising by statute or operation of law), hypothecation or other encumbrance, priority of security interest, deferred purchase, title retention, leasing, sale-and-repurchase or sale-and-leaseback arrangement whatsoever over or in any property, assets or rights of whatsoever nature and includes any agreement for any of the same and **“Encumber”** shall be construed accordingly

“Event of Default” means any event or circumstance described as such in Clause 4.3;

“Receiver” means a receiver and/or manager or other receiver appointed in respect of any or all of the Charged Securities pursuant to this Charge

“Secured Obligations” means any and all obligations and liabilities (whether or not for the payment of money and including any obligation to pay damages for breach of contract) whether certain or contingent which are now or may at any time hereafter be or become due, owing or incurred by the Company and the Chargor under or pursuant to the Promissory Notes (including but not limited to the payment obligations under the Promissory Notes) or otherwise by the Company and the Chargor to the Chargee and/or all other obligations hereby secured in all cases whether alone or jointly with any other person, and in whatever style, name or form, and whether as principal or surety and including (without limitation):

- (1) all sums of money which may be outstanding and according to the books of the Chargee, payable by the Chargor to the Chargee;
- (2) the principal, interest, fees and all other amounts from time to time payable by the Company and/or the Chargor pursuant to, under or in connection with the Promissory Notes (including this Charge); and
- (3) all costs, charges and expenses which may be incurred under or in connection with any other matter arising under or in consequence of this Charge (including legal expenses on a full indemnity basis).

“this Charge” means this instrument, as originally executed or amended from time to time

“HK\$” mean the lawful currency for the time being of Hong Kong

1.3 Except to the extent that the context requires otherwise, any reference in this Charge to:

- (1) any document shall include that document as in force for the time being and as amended in accordance with the terms thereof or with the agreement of the

parties thereto;

- (2) any enactment shall include the same as from time to time re-enacted, amended, extended, consolidated or replaced; and
- (3) a “**person**” includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, unit or trust (in each case, whether or not having separate legal personality).

1.4 The headings and table of contents in this Charge are inserted for convenience only and shall be ignored in construing this Charge. Unless the context otherwise requires, references in this Charge to the singular shall include the plural and *vice versa* and references to one gender shall include all genders. Unless otherwise stated, references in this Charge to Clauses are to the clauses of this Charge.

2. CHARGING PROVISIONS

2.1 In consideration of the Chargee agreeing to accept the Promissory Notes, the Chargor as legal and beneficial owner hereby charges by way of first fixed charge all the Charged Securities to the Chargee as continuing security for the payment and discharge of the Secured Obligations.

2.2 The Chargor hereby undertakes that it shall upon the execution of this Charge, deliver to the Chargee the following documents:

- (1) original share certificate(s) in respect of the Charged Securities issued in the name of the Chargor;
- (2) undated instrument of transfer in respect of the Charged Securities duly executed in blank by the Chargor;
- (3) undated written resolutions of the board of directors of the Company approving the transfer of the Charged Securities;
- (4) undated resignation letter of the directors of the Company confirming that each of them has no claims whatsoever against the Company for fees, compensation for loss of office, remuneration, severance payments, pension, expenses or otherwise;
- (5) dated letter of authority signed by the Chargor to authorise the Chargee to date the instrument of transfer, the declaration of the Chargor, the irrevocable appointment of proxy and irrevocable power of attorney and the board resolutions referred to in sub-paragraphs (2), (3), (6) and (7);
- (6) undated declaration of the Chargor that there is no loss of the certificate(s) as referred to in sub-paragraph (1) above;
- (7) executed but undated irrevocable appointment of proxy and irrevocable power of attorney made in respect of the Charged Securities for all shareholders’ meetings and written resolutions of the Company; and

- (8) an executed irrevocable letter of instructions from the administrator of the Company to the Company's registered agent for the change of administrator of the Company to a person designated by the Chargee (which executed letter shall be delivered by, or on behalf of, the administrator of the Company to the registered agent after execution of this Charge and thereafter, and in any event no later than seven (7) Business Days from the date of execution of this Charge, the Chargor shall deliver, or cause to be delivered, to the Chargee, a copy of such letter signed by the registered agent of the Company acknowledging, and agreeing to the terms of such letter).

2.3 The Chargor hereby undertakes that upon receipt of any further shares or securities of the Company or any dividends, rights, monies or property accruing or offered in respect of the Charged Securities or other securities of the Company, it shall be included in the first fixed charge hereby created and it shall deposit the relevant instruments of transfer in favour of the Chargee or any one or more of its nominees, or other applicable instrument of transfer acceptable to the Chargee, all duly executed or if required by the Chargee, in such form that the Chargee may complete the due execution thereof (which completion on behalf of the Chargor, the Chargor hereby expressly authorises and ratifies) with the Chargee or its nominee.

3. FILINGS AND REGISTRATIONS

3.1 The Chargor shall procure the following notation be entered on the register of members of the Company (the "**Register of Members**") maintained by the Company in accordance with the BVI Business Companies Act, 2004 (as amended) within ten (10) days after execution of this Charge and that a copy of such annotated Register of Members be filed with the Registrar of Corporate Affairs of the British Virgin Islands within 30 days after execution of this Charge:

"The 7,000 ordinary share registered in the name of [] is charged in favour of Tong Da Holdings (BVI) Limited pursuant to a share charge dated [*], as amended from time to time. The date on which this annotation was entered in the Register of Members is [Date]."*

3.2 The Chargor shall, within 30 Business Days from execution of this Charge, provide the Chargee with (i) a certified true copy of the Register of Members with the annotation referred to in Clause 3.1; and (ii) evidence showing a copy of the Register of Members with the annotation referred to in Clause 3.1 being filed with the Registrar of Corporate Affairs of the British Virgin Islands.

3.3 The Chargor shall:

- (1) within seven Business Days from the date of this Charge, instruct the registered agent of the Chargor to create and procure that the particulars of this Charge (in form and substance satisfactory to the Chargee) are entered in its Register of Mortgages and Charges (the "**Register of Charge**");
- (2) within 14 Business Days from and including the date of execution of this Charge, deliver or procure to be delivered to the Chargee a certified copy of the updated Register of Charge recording the particulars of the security hereby created pursuant to this Charge;

- (3) at the written request of the Chargee, within seven (7) Business Days upon any transfer of any or all of the Charged Securities to the Chargee or its nominee or purchaser, procure the registration of such transfer in the registers and books of the Company and the entry of the Chargee and/or its nominee or purchaser in the register of members of the Company as the holder of such Charged Securities.

4. REPRESENTATIONS AND WARRANTIES

4.1 The Chargor hereby represents and warrants to the Chargee as follows:

- (1) it is the legal and beneficial owner of the Charged Securities free and clear of all Encumbrances and Dispositions and has good and marketable title thereto;
- (2) the Charged Securities are validly issued and fully paid or credited as fully paid;
- (3) the Charged Securities represent 70% of the entire issued share capital in the Company as at the date of this Charge and the Chargor shall exercise its best endeavours to procure the Charged Securities being 70% of the entire issued share capital in the Company;
- (4) the Charged Securities are not liable to any call, assessment or demand of any kind and the Company has not granted any right or option whatsoever to call for the issue of any further shares in the Company.
- (5) it has full power, authority and right to charge the Charged Securities in the manner provided in this Charge free from all Dispositions and Encumbrances;
- (6) all necessary actions and authorisations under its constituent documents or, as the case may be, the laws and regulations governing its organisation and existence for it to enter into this Charge and to perform its obligations hereunder have been taken and obtained;
- (7) the execution, delivery and performance of this Charge by it will not violate in any respects any provisions of (a) any law or regulation or any order or decree of any governmental agency or court to which it is subject; or (c) any mortgage, charge, deed, contract or other undertaking or instrument to which it is a party or which is binding upon it or its assets, and the execution, delivery and performance of this Charge will not result in the creation or imposition of, or any obligation to create or impose, any Encumbrance on any of its assets save and except the Encumbrance created hereunder;
- (8) all governmental or other authorisations, approvals and consents required for or in connection with the execution, validity, enforceability or admissibility in evidence of this Charge have been obtained and all such authorisations, approvals and consents are in full force and effect;
- (9) this Charge constitutes its legal, valid and binding obligations and enforceable in accordance with its terms;

- (10) in any proceedings in relation to this Charge taken in the country of its incorporation and the relevant jurisdiction where it carries on its business or has assets, the choice of Hong Kong law should be recognised and enforced;
 - (11) the Company has not issued or resolved or agreed to issue or granted any option or other right to acquire any shares or securities of the Company to any person;
 - (12) it is generally subject to civil and commercial law and to legal proceedings and neither it nor any of its assets or revenues is entitled to any immunity or privilege (sovereign or otherwise) from any set-off, judgment, execution, attachment or other legal process;
 - (13) no litigation, arbitration or administrative proceeding is currently taking place or pending or threatened against the Chargor or its assets which if adversely determined would have a material adverse effect on the ability of the Chargor to perform its obligations under this Charge; and
 - (14) the facts stated in the Recitals are true and correct in all respects.
- 4.2 The Chargor further represents and warrants to the Chargee that so long as part of the Secured Obligations remains outstanding, each of the representations and warranties set out in Clause 4.1 will be correct and complied with in all respects.
- 4.3 There shall be an Event of Default if any one of the following events shall have occurred or is continuing:
- (1) Non-Payment: the Chargor fails to pay any amount due from it under any of the Promissory Notes in the manner specified herein or therein on the due date for payment; or
 - (2) Other Obligations: the Chargor commits any material breach of or omits to observe any of its undertakings or obligations under the Promissory Notes and/or this Charge; or
 - (3) Material Breach of Representation: any representation or warranty made or deemed to be repeated by the Chargor pursuant to the Promissory Notes and/or the this Charge is or proves to have been incorrect in any material respect; or
 - (4) Failure to provide additional and/or replacing security: without prejudice above, the Chargor has failed to provide additional or replacing security pursuant to the terms of this Charge upon the request of the Chargee; or
 - (5) Enforcement: any execution is levied against, or an administrator, receiver, trustee or similar officer is appointed or an encumbrancer takes possession of the whole, or any material part, of the property, undertaking or assets of the Company and/or its subsidiaries (the “**Group Companies**”) and is not discharged within two Business Days; or
 - (6) Insolvency: the Chargor or any of the Group Companies is unable to pay its debts as they fall due, or stops payment under its respective obligations generally, or

commences negotiations with its creditors generally with a view to the general readjustment or rescheduling of its financial indebtedness or makes a general assignment for the benefit of or a composition with its/his creditors; or

- (7) Winding-up: the Chargor or any of the Group Companies takes any action or any other steps are taken or proceedings are commenced by the Chargor or any of the Group Companies or any other person for its winding-up, dissolution, bankruptcy or liquidation or for the making of an administration order or for the appointment of a receiver, administrative receiver, trustee or similar officer of it or of any or all of its revenues and assets and such action, steps or proceedings is not discharged or discontinued within 7 Business Days; or
- (8) Other Jurisdictions: any event occurs or proceeding is taken with respect to the Chargor or any of the Group Companies in any jurisdiction to which it is subject which has an effect which is equivalent or similar to any of the events mentioned in sub-clauses (5), (6) and (7); or
- (9) Cross Default: the Chargor or any of the Group Companies defaults or receives notice of default under any agreement or obligation whether relating to borrowing or other matters or any indebtedness of the Chargor or any of the Group Companies becomes payable, or capable of being, or is declared payable before its stated maturity or is not paid when due or any security interest, guarantee or other security now or hereafter created by the Chargor becomes enforceable and such default or failure to pay is not remedied within 7 Business Days of notice from the Chargee to the Chargor requiring remedy of the same; or
- (10) Security: the Promissory Notes and/or this Charge shall be invalid, void or unenforceable unless the Chargor can provide to the Chargee within 7 Business Days of notice from the Chargee to the Chargor requiring the same an opinion of a leading counsel to the effect that:
 - (a) the Promissory Notes and/or this Charge are not invalid, void or unenforceable; or
 - (b) the Chargor is nevertheless able to procure the entry into of valid and enforceable substitute documents which do not prejudice the Chargee's position from that under this Charge and the Chargor does so procure the entry into of such substitute documents within a period of five (5) Business Days of the date of such counsel's opinion; or
- (11) Securities Regulations: the Company fails to comply in all material respects with, or does not diligently perform in all material respects any of its duties and obligations under, all rules, codes, regulations, consents, licences, approvals and authorisations, laid down, imposed or issued by The Stock Exchange of Hong Kong Limited or the Securities and Futures Commission of Hong Kong; or
- (12) Reconstruction, amalgamation, reorganisation or takeover of the Company: any lawful step is taken by any person for the purpose of a reconstruction, amalgamation, reorganisation or take-over involving the Company; or

- (13) Failure to pay: the Chargor or any of the Group Companies fails to make any payment or perform an obligation on a due date for such payment or obligation or becomes bound to repay prematurely any other loan or other obligation for borrowed money by reason of a default by it or if it fails to make any payment in respect thereof on a due date for such payment or becomes bound to make payment under any guarantee given by it by reason of a default by the principal debtor or if it fails to make any payment in respect thereof on the due date for such payment or any present or future security on or over any asset of the Chargor or any of the Group Companies becomes enforceable.

5. GENERAL COVENANTS

5.1 The Chargor hereby covenants with the Chargee that so long as part of the Secured Obligations remains outstanding, it will:

- (1) warrant and defend its title to and the security interest in the Charged Securities hereby created in favour of the Chargee against any and all claims of all persons whomsoever;
- (2) procure that at all times the Charged Securities are free from any restrictions on transfer;
- (3) punctually pay all calls or other payments due in respect of any of the Charged Securities and in case of default, the Chargee may (but shall not be obliged to), if it thinks fit, make any such payment on behalf of the Chargor and in which event the Chargor shall reimburse the Chargee on demand any reasonable sums so paid together with interest thereon at such rate of interest customarily charged by the Chargee for overdue sums which is for the time being notified to the Chargor (both before and after judgment) from the date on which payment was made up to the date of full repayment;
- (4) at its own expense, subscribe and pay for all rights, shares, options, warrants or securities of the Company from time to time offered to the Chargor by virtue of the holding of the Charged Securities;
- (5) duly perform, observe and comply with its obligations hereunder in all respects and in accordance with all laws and regulations applicable to the transactions contemplated hereby;
- (6) advise the Chargee in writing upon becoming aware of the occurrence of any event or any material adverse factor which may inhibit the Chargor in the performance of its obligations hereunder;
- (7) within three (3) Business Days upon becoming aware inform the Chargee of the occurrence of any breach or non-performance of the Secured Obligations;
- (8) obtain and maintain all authorisations, approvals and consents to ensure that this Charge is and will remain in full force and effect and take immediate steps to obtain and thereafter maintain in full force and effect any other authorisations which may become necessary for the purposes stated herein;

- (9) ensure that at all times the claims of the Chargee against the Chargor hereunder will rank first in priority of payment and security against the claims of all its creditors;
- (10) within three (3) Business Days notify the Chargee of any notice or communication relating to this Charge, which may adversely affect the rights of the Chargee under the Promissory Notes as and when the Chargor receives the same;
- (11) do or permit to be done everything which the Chargee may reasonably require to be done for the purpose of enforcing the Chargee's rights hereunder and will allow the name of the Chargor to be used as and when required by the Chargee for that purposes;
- (12) at all time remain the legal and beneficial owner of the Charged Securities unless the Chargee otherwise agrees in writing;
- (13) procure that the Company shall not issue or grant or resolve or agree to issue or grant any option or other right to acquire shares of the Company to any person;
- (14) procure that the Company shall not propose or implement any financial and/or corporate restructuring, reorganisation, amalgamation or merger;
- (15) procure that the Company will not declare or pay any dividend or make any other income distribution to its shareholders;
- (16) seek prior written consent, which consent shall not be unreasonably withheld, refused or delayed, from the Chargee in relation to any change of the composition of the board of directors of the Company and inform the Chargee in case of any such changes;
- (17) procure that the Company and its subsidiaries will not act outside its ordinary and usual course of business; and
- (18) procure that the Company will not permit any allotment or issue of any further shares of the Company or subdivide or consolidate all or any of its shares or change the rights attaching to any such shares unless there is written consent from the Chargee.

5.2 The Chargor further covenants with the Chargee that so long as any part of the Secured Obligations remains outstanding, without the prior written consent of the Chargee, it will not:

- (1) dispose of, create or permit to arise or subsist any Encumbrance over the Charged Securities or any part thereof or the equity of redemption thereof under this Charge; nor
- (2) declare or cause to be declared or paid to itself any dividends, or demand or accept any payment from the Company by way of distribution, return of capital or otherwise howsoever in respect of any shares in the capital of the Company;

nor

- (3) permit or agree to any variation of the rights attaching to any of the Charged Securities.

5.3 If the Chargor defaults in performing its obligations under Clause 5.1(3) or 5.1(4), without prejudice to any rights of the Chargee, the Chargee may effect any such payment as may be required to be made by the Chargor or, as the case may be, subscribe to and pay for the rights or other issues and any money so paid by the Chargee shall be repaid on demand with prior notice in writing together with interest thereon at such rate of interest customarily charged by the Chargee for overdue sums which is for the time being notified to the Chargor (as well after as before judgment) from the date on which payment is made to the date of full repayment, which shall until payment form part of the Secured Obligations.

6. DIVIDENDS AND INTEREST

6.1 Any dividends, payments, interest or other amounts on or with respect to the Charged Securities shall be paid to the Chargee upon the security hereby constituted becoming enforceable and, shall be applied by the Chargee in discharge of the Secured Obligations and if received by the Chargor shall be paid over to the Chargee upon receipt and until such payment shall be held by the Chargor in trust for the Chargee.

6.2 Until the security hereby constituted becomes enforceable, the Chargor or its nominee shall at any time at the discretion of the Chargor exercise any voting rights in respect of the Charged Securities to the exclusion of the Chargee provided that any such exercise will not contravene any provision of this Charge or prejudice the interest of the Chargee in the Charged Securities.

6.3 Upon the security becoming enforceable and at any time thereafter, the Chargee or its nominee may (to the entire exclusion of the Chargor) at any time at the discretion of the Chargee exercise any voting rights in respect of the Charged Securities and all powers or rights given to trustees by sub-sections (4) and (5) of section 11 of the Trustee Ordinance of Hong Kong in respect of securities subject to a trust and all powers or rights which may be exercised by the person in whose name the Charged Securities are registered.

7. ENFORCEMENT OF SECURITY

7.1 The Chargee shall be entitled to declare all or any part of the security hereby created immediately enforceable:

- (1) the Chargor has failed to duly perform any part of the Secured Obligations when due or on demand; or
- (2) if the Chargor is in default under any of the terms hereof or in breach of any of its representations, warranties undertakings or obligations under this Charge; or
- (3) upon the occurrence of any Event of Default.

7.2 Upon the security hereby constituted becoming enforceable and at any time thereafter, the Chargee may without prejudice to any of its rights under this Charge, to the exclusion of

the Chargor, and without any notice to or further consent or concurrence by the Chargor exercise all rights and enjoy all benefits attaching to the Charged Securities as if it was a sole beneficial owner thereof including without limitation the right to vote and to receive dividends.

7.3 Upon the security hereby constituted becoming enforceable after the Chargee has given to the Chargor a notice of its intention to dispose of the Charged Securities, the Chargee shall be entitled to dispose of or appropriate to its own use and benefit (the last mentioned being treated as a sale at fair market value less costs incurred in such sale) the Charged Securities or any part thereof (provided that if it is by way of a judicial sale, the Chargee or its nominee may obtain leave to bid) by such method, upon such terms and for such consideration (whether payable or deliverable immediately or by installments) as the Chargee may in its absolute discretion determine with power to postpone any such Disposition and in any such case the Chargee may exercise any and all rights attaching to the Charged Securities as it in its discretion may determine and without being answerable for any loss occasioned by such Disposition or resulting from postponement thereof or the exercise of such rights. The Chargor shall not have any claim against the Chargee or its nominee in respect of any loss arising out of any such sale or any postponement thereof howsoever caused and whether or not a better price could or might have been obtained upon the sale of the Share or any of them by deferring or advancing the date of such sale.

7.4 All monies received by the Chargee in respect of the Disposition by it of the Charged Securities or any part thereof or otherwise howsoever arising out of the exercise by the Chargee of its power hereunder shall be applied in or towards payment of the Secured Obligations in such order as the Chargee deems fit. If such proceeds are insufficient to discharge the Secured Obligations in full, then nothing contained in this Charge shall prejudice the rights of the Chargee against any of the Company or any other person under this Charge in respect of such deficiency. In connection with any proposed Disposition, the Chargor hereby waives all rights to confidentiality in respect of the Share or business of the Company and its subsidiaries.

7.5 For the purpose of assisting the Chargee in the exercise of any rights conferred by this Clause 7, the Chargor hereby covenants that it will execute such instruments of transfer, proxies and other documents as the Chargee may reasonably require and will procure the registration of transfers of the Charged Securities and the entry of the Chargee or such persons it may appoint in the register of members as the holder of the Charged Securities and give all necessary assistance to the Chargee in arranging the registration of the transfer of the Charged Securities to the Chargee or such persons it may appoint in the books of the Company and the entry of the Chargee or such persons it may appoint in the register of members of the Company as the holder of the Charged Securities.

7.6 Without prejudice to any rights of the Chargee under this Charge, upon the security becoming enforceable and at any time thereafter, the Chargee may, by deed, or otherwise in writing signed by any officer or manager of the Chargee or any person authorised for this purpose by the Chargee, appoint one or more persons to be a Receiver of the Charged Securities and may from time to time fix his or their remunerations. The Chargee may similarly remove any Receiver so appointed and appoint any person as additional or replacement Receiver(s). If the Chargee appoints more than one person as Receiver, the Chargee may give those persons power to act either jointly or severally or jointly and severally.

7.7 Any Receiver appointed pursuant to Clause 7.6 shall have, in relation to the Charged Securities in respect of which it is appointed:

- (a) the rights, powers, discretions, privileges and immunities conferred on mortgagors, mortgagees in possession and/or receivers by any applicable law;
- (b) the powers and rights of an absolute owner and power to do or omit to do anything which the Chargor itself could do or omit to do (including without limitation the right, in relation to the Company whose shares, ownership interests or other securities are charged pursuant to this Charge, to concur or participate in any of the matters specified in Clause 7.2, in each case in such manner and on such terms as such Receiver may think fit, and the proceeds of any such action shall form part of the Charged Securities);
- (c) the powers and rights conferred on the Chargee; and
- (d) the powers and rights set out in Schedule.

7.8 Each Receiver shall in the exercise of such Receiver's rights, powers, discretions, privileges and immunities conform to the directions and regulations from time to time given or made by the Chargee.

7.9 Any Receiver shall be the agent of the Chargor for all purposes. The Chargor alone shall be responsible for each Receiver's contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by that Receiver, except for the gross negligence or wilful default of that Receiver.

7.10 The Chargee may determine the remuneration of any Receiver and any maximum rate specified in any applicable legislation shall (to the extent capable of being excluded) not apply. The Chargee may direct payment of that remuneration out of moneys such Receiver receives in its capacity as such. The Chargor alone shall be liable for the remuneration and all other costs, losses, liabilities and expenses of any Receiver.

7.11 Neither the Chargee nor any Receiver shall be liable for any losses, involuntary or otherwise, which arise in the exercise by the Chargee or such Receiver of its powers under this Charge.

7.12 Any rights conferred by this Charge upon a Receiver may be exercised by the Chargee while the security is enforceable, whether or not the Chargee shall have taken possession or appointed a Receiver of any or all of the Charged Securities.

7.13 Each of the Chargee and any Receiver may delegate in any manner to any person any rights exercisable by it under this Charge. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Chargee or, as the case may be, such Receiver thinks fit.

8. THIRD PARTIES DEALING WITH THE CHARGE

8.1 The Chargor agrees that, upon any Disposal of the whole or any part of the Charged Securities or rights which the Chargee shall make or purport to make under this Charge, a statement in writing signed by any director, officer or manager for the time being of the

Chargee that the security constituted hereby is enforceable and that the power of sale has become exercisable shall be conclusive evidence of the fact in favour of any purchaser or other persons to whom any of the Charged Securities or rights may be transferred. The purchaser or other person will take the Charged Securities or rights free of any right of the Chargor or any person claiming under it and the Chargor hereby undertakes to fully indemnify the Chargee and keep the Chargee fully indemnified against any claim which may be made against the Chargee by such purchaser or such other person by reason of any defect in its title to the Charged Securities or other rights.

8.2 Upon any Disposition of the Charged Securities or any part thereof under Clause 7.3, the purchaser shall not be bound to see or enquire whether the power of Disposition of the Chargee has arisen in the manner herein provided and the Disposition shall be deemed to be within the power of the Chargee and the receipt of the Chargee for the purchase money shall effectively discharge the purchaser who shall not be concerned or be in any way answerable therefor.

9. FURTHER ASSURANCE

9.1 The Chargor agrees, at its own costs and expenses, to execute and do all assurances, acts, deeds and things as the Chargee may reasonably require, and procure other interested parties so to do, for protecting or perfecting the security over all or any part of the Charged Securities or for facilitating the realisation of all or any part of the Charged Securities and the exercise of all powers, rights, remedies, authorities and discretions vested in the Chargee. The Chargor shall, in particular, execute all transfers and assurances of all or any part of the Charged Securities whether to the Chargee or to its nominees or purchasers and give all notices, orders and directions which the Chargee may think expedient.

10. POWER OF ATTORNEY

10.1 As continuing security for the discharge of the Secured Obligations and the performance of its obligations hereunder, the Chargor hereby irrevocably appoints the Chargee, the Receiver and any officer from time to time nominated by the Chargee, each with full power of substitution and each with full power to act alone, to be its attorneys and in its name and on its behalf to sign, seal and deliver or otherwise execute and do all such assurances, deeds, acts, documents and things (whether as their own act or deed or otherwise) which, in the opinion of the Chargee, it should execute or do pursuant to any of the terms of this Charge or for the purpose of giving the Chargee the full benefit of this Charge and the security hereby created and generally to use its name in the exercise of all or any of the powers conferred on the Chargee hereunder.

10.2 The Chargor hereby ratifies and confirms and covenants to ratify and confirm whatever such attorneys shall lawfully do or cause to be done by virtue of Clause 10.1.

11. RELEASE

11.1 As soon as reasonably practicable after the discharge of the Secured Obligations (including provision for contingent liabilities in such manner and of such amount as may be determined by the Chargee in its absolute discretion) and all obligations and liabilities under this Charge but subject to the rights of any other person which have arisen as a result of the exercise by the Chargee of any of its powers, rights and remedies hereunder and the rights of

any third party, the Chargee shall take all steps that may be necessary to release and discharge the Charged Securities from the security hereby created and where appropriate, transfer the Charged Securities to the Chargor or as the Chargor may direct and release the Chargor from the terms of this Charge.

11.2 Any release, discharge or transfer as mentioned in Clause 11.1 shall be in such form as the Chargee shall approve and shall be made at the cost and expense of the Chargor. On any release of any of the Charged Securities, the Chargee shall return the identical securities which were deposited, lodged, held or transferred.

11.3 Any release, discharge or settlement between the Chargor and the Chargee shall be conditional upon no security, disposition or payment to the Chargee by the Chargor or any other persons being avoided or reduced pursuant to any reason or ground whatsoever including without limitation any provisions or enactments relating to bankruptcy, liquidation or insolvency and in the event of any such avoidance or reduction, the Chargee shall be entitled to enforce the provisions of this Charge against the Chargor subsequently as if such release, discharge or settlement had not occurred.

11.4 Clause 11.1 shall apply only in respect of such number of the Charged Securities as remains after the exercise of the rights, powers and remedies of the Chargee in the event of the security conferred by this Charge becoming enforceable and shall not in any way restrict or be construed so as to restrict such rights, powers and remedies.

12. NATURE OF SECURITY

12.1 The security created by this Charge is in addition to and not in substitution for and shall not in any way affect or be affected by any other security or guarantee which the Chargee may now or at any time hold or take from the Company, the Chargor or any other person in respect of the Secured Obligations and the obligations and liabilities under this Charge.

12.2 The security created by this Charge shall not be considered satisfied or discharged by any intermediate payment or satisfaction of the whole or part of the Secured Obligations but shall be a continuing security and shall extend to cover any sum which shall for the time being constitute the balance due or expressed to be due from the Company to the Chargee in respect of the Secured Obligations.

12.3 For the purpose of enabling the Chargee to sue or claim from the Company the full amount of the Secured Obligations and the obligations and liabilities of the Company or to preserve intact the liability of the Company or any other person, the Chargee may at any time place and keep for such time as it may think prudent any amounts received, recovered or realised under this Charge or as a result of the exercise of any right conferred herein to and in a separate or suspense account to the credit of the Chargor or of such other person or transaction as it shall in its unfettered discretion think fit.

13. MISCELLANEOUS

13.1 This security and the rights of the Chargee hereunder shall not be affected by any act, omission, fact, circumstance, matter or thing which, but for this provision, might operate to release or otherwise exonerate the Chargor from her obligations hereunder, including, without limitation, and whether or not known to the Chargee:

- (1) any time or indulgence granted to the Chargor or any other person;
- (2) the taking, variation, compromise, renewal or release of, or refusal or failure to perfect or enforce or realise any rights, remedies or securities against the Chargor or any other person;
- (3) any want of authority by any person purporting to act on behalf of the Chargor or any other person;
- (4) any amendment to, or variation of the terms of this Charge;
- (5) the Chargor or any other person not being or ceasing to be legally liable for discharging any obligation or liability undertaken or purported to be undertaken on its behalf;
- (6) the illegality, invalidity or unenforceability of or any defect in any provision of this Charge;
- (7) the lapse or expiry of applicable limitation period;
- (8) the absorption, amalgamation, reconstruction or reorganisation or other change in the constitution of the Company or any other person;
- (9) the winding-up, liquidation or dissolution of the Company, the Chargee, the Chargor or any other person;
- (10) any other act, omission, event of thing whatsoever which but for this provision would or might afford an equitable defence to a surety or otherwise operate to discharge, impair or affect the obligations or liabilities of the Chargor hereunder.

13.2 This Charge shall continue to be effective or, as the case may be, shall be reinstated if at any time payment of any sums paid to the Chargee or hereunder must be rescinded or otherwise repaid or restored by the Chargee upon the bankruptcy, liquidation, reorganisation or otherwise of the Chargor (whether as a fraudulent preference or otherwise).

13.3 For the purpose of discharging any Secured Obligations or of paying any moneys into a suspense account, the Chargee may convert any moneys received, recovered or realised by the Chargee under or pursuant to this Charge from their existing currency of denomination into the currency of the Secured Obligations and any such conversion shall be made at the open market selling rate of exchange for the currency of the Secured Obligations against the existing currency.

13.4 No payment to the Chargee under this Charge pursuant to any judgment or order of any court or otherwise shall operate to discharge any obligation or liability of the Chargor in respect of which it was made unless and until payment in full shall have been received in the currency in which such obligation or liability was incurred. To the extent that the amount of any such payment shall, on actual conversion into such currency, fall short of the amount of such obligation or liability expressed in that currency, the Chargee shall have a further separate cause of action against the Chargor for the recovery of the amount of the shortfall.

13.5 The Chargor undertakes on demand fully and effectually to indemnify and at all times keep indemnified the Chargee against any claim, demand, action, proceeding, liability, loss, damage, penalty, interest, cost, charge or expense, legal or otherwise, taken, made, threatened, sustained or incurred by or against the Chargee for anything done, permitted or omitted in the exercise or purported exercise of any of the powers of the Chargee or the Receiver under or pursuant to this Charge.

13.6 Save as may be expressly provided herein to the contrary, time is of the essence of this Charge. No failure or delay on the part of the Chargee to exercise any power, right or remedy under this Charge shall operate as a waiver thereof nor shall a waiver by the Chargee of any particular default by the Chargor affect or prejudice the power, right or remedy of the Chargee in respect of any other default or any subsequent default of the same or a different kind nor shall any single or partial exercise by the Chargee of any power, right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other power, right or remedy. The powers, right and remedies provided in this Charge are not exclusive of any power, right and remedies but are cumulative and in addition to every other power, right and remedy now or hereafter existing at law, in equity, by statute or contract or otherwise.

13.7 If at any time any provision of this Charge is or becomes illegal, invalid or unenforceable in any respect, neither the legality, validity or enforceability of the remaining provisions of this Charge nor the legality, validity or enforceability of such provision shall in any way be affected or impaired thereby.

13.8 The Chargor hereby undertakes that it shall, entirely at its own expense, upon demand by the Chargee with prior notice in writing make, execute, do and perform, or cause or procure to be made, executed, done and performed, by it and/or use its best endeavours to procure to be made, executed, done and performed by other necessary parties (if any), all such further acts, agreements, assignments, assurances, bills, contracts, deeds, documents, evidences of indebtedness, indemnities instruments, letters, loan notes, notices, powers of attorney, promissory notes, receipts, securities, undertakings, matters and things as the Chargee shall reasonably require to perfect or improve the security afforded or created, or intended to be afforded or created by this Charge.

13.9 A certificate of the Chargee of the amount of the Secured Obligations outstanding and due at any time hereunder shall, in the absence of manifest error, be binding and conclusive on the Chargor.

14. ASSIGNMENT

14.1 This Charge shall be binding on and shall enure to the benefit of the parties and their respective executors, administrators, successors and assigns provided that the Chargor may not Dispose of its rights or obligations hereunder without the prior written consent of the Chargee.

14.2 The Chargee may at any time with written notice to the Chargor assign its rights and benefits hereunder or any part thereof to anyone. Such assignee shall have the same rights and benefits and/or obligations against the Chargor under this Charge as if it were an original party thereto in respect of its rights and benefits and/or obligations assigned to it. The Chargee may disclose to a potential assignee or any other person proposing to enter into contractual arrangements with it in relation to this Charge such information about the Chargor

as it may think fit.

15. INDEMNITY

15.1 Independently of any other terms, conditions and stipulations herein, the Chargor agrees that if, for any reasons whatsoever, its obligations under any of the provisions hereof is or becomes or proves to be unenforceable or shall be declared or adjudged to be illegal, invalid or unenforceable under any applicable law, it shall grant to the Chargee a complete indemnity and will pay to the Chargee all sums necessary to make good and to compensate the Chargee for all losses, damages, costs, disbursements and liabilities suffered or incurred by the Chargee as a direct or indirect result of such illegality, invalidity or unenforceability.

16. NOTICES

16.1 Save as otherwise provided herein, all notices or other communications required or permitted hereunder:

- (1) shall be in writing and may be sent by postage prepaid mail (by airmail if to another jurisdiction), email or personal delivery;
- (2) shall be sent to the relevant party at the email address or address from time to time designated by that party to the other party (which must be in Hong Kong), the initial email address and address so designated by each party is set out under its name on the first page of this Charge;
- (3) shall be deemed to have been given or made to and received by the receiving party (a) within three (3) days after the date of posting, if sent by mail; (b) when delivered, if delivered by hand; and (c) on the date that the email is received, if sent by email; and
- (4) shall be in the English language.

17. GOVERNING LAW AND JURISDICTION

17.1 This Charge shall be governed by and construed in accordance with the laws of Hong Kong.

17.2 The Chargor hereby irrevocably submits to the jurisdiction of the courts of Hong Kong and of any country in which it has assets and hereby irrevocably waives any objection to any proceedings in any such courts on the basis of *forum non-conveniens*. The Chargor agrees that a judgment in any proceedings brought in any such courts may be enforced in any other jurisdiction by suit on the judgment or in any other manner permitted by law.

17.3 The Chargor hereby consents to the service of process out of the courts of Hong Kong by the mailing of a copy or notice thereof by postage prepaid mail to the address of the Chargor from time to time designated by the Chargor to the Chargee pursuant to Clause 16.1(2) and confirms that failure by the Chargor to receive such copy or notice shall not prejudice due service.

17.4 The submission in Clause 17.2 is non-exclusive and the Chargee reserves the right to

proceed in any other jurisdiction having or claiming or accepting jurisdiction in respect thereto.

17.5 Unless expressly provided to the contrary in this Charge, a person who is not a party to this Charge shall have no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any of the terms of this Charge, and whether so provided in this Charge or not, no consent of third party is required for the amendment to (including the waiver or compromise of any obligation), rescission of or termination of this Charge.

IN WITNESS whereof the Chargor has executed this Charge the day and year first above written

EXECUTED as a deed and SEALED)
with the COMMON SEAL of)
VNE Investment Company Limited)
and **SIGNED** on its behalf by)
)
)
in the presence of:)

SCHEDULE

RIGHTS OF RECEIVERS

Any Receiver appointed pursuant to Clause 7.6 shall have the right, either in his own name or in the name of the Chargor (notwithstanding any dissolution or winding-up of the Chargor) or otherwise and in such manner and upon such terms and conditions as the Receiver thinks fit, and either alone or jointly with any other person:

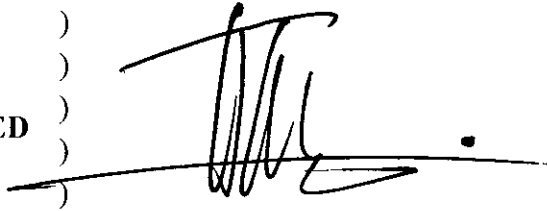
1. to take immediate possession of, get in and collect the Charged Securities;
2. to borrow or raise money either unsecured or on the security of the Charged Securities (either in priority to the Security created by this Charge or otherwise);
3. to sell, transfer, assign, exchange or otherwise dispose of or realise the Charged Securities to any person either by public or private offer or auction, tender or private contract and for a consideration of any kind (which may be payable or delivered in one amount or by instalments spread over a period or deferred);
4. to carry on any business of any company whose shares are mortgaged by this Charge and manage and use the Charged Securities and to exercise and do (or permit the Chargor or any nominee of it to exercise and do) all such rights and things as he thinks fit and as if he were the absolute beneficial owner of the Charged Securities;
5. to appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Charge upon such terms as to remuneration or otherwise as he thinks fit;
6. to exercise any voting rights in respect of the Charged Securities;
7. to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor relating to the Charged Securities;
8. to bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Charged Securities;
9. to redeem any security (whether or not having priority to the security created by this Charge) over the Charged Securities and to settle the accounts of any person with an interest in the Charged Securities;
10. to execute any documents in the name of the Chargor (whether under hand, or by way of deed);
11. to purchase, lease, hire or otherwise acquire any asset or right of any description that he, in his absolute discretion, considers necessary or desirable for the improvement or realisation of the whole or any part of the Charged Securities or otherwise for the benefit of the whole or any part of the Charged Securities;

12. to form any subsidiary of the Chargor and transfer to that subsidiary any Charged Securities;
13. to appoint any professional adviser in relation to discharge of his duties as a receiver as he sees fit; and
14. to do all things which, in the opinion of the Receiver, are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Receiver pursuant to this Charge or upon receivers by statute or law generally.

IN WITNESS whereof this Agreement has been duly executed by all the Parties on the day and year first above written.

The Vendor

SIGNED by Mr. Wang Ya Nan)
for and on behalf of)
TONG DA HOLDINGS (BVI) LIMITED)
in the presence of: Chan Paan Paan)



The Purchaser

SIGNED by Mr. Chan Tsang Shing)
for and on behalf of)
VNE INVESTMENT COMPANY)
LIMITED)
in the presence of: Chan Paan Paan)



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ANNEXURE "A"

THE MANAGEMENT ACCOUNTS

Tongda Overseas Company Limited
Income Statement
Period Ended 30 September 2022

	30/9/2022	30/9/2021
	HK\$	HK\$
Other income and gains		
Bank interest income	-	-
	-	-
Administrative expenses		
Audit fee	7,499.97	7,499.97
Business Reg Fee	7,457.50	7,457.50
Bank charges	1,260.00	2,880.00
Business tax	-	-
Sundry Expense	-	-
	16,217.47	17,837.47
Other expenses		
(Gain) / Loss on Exchange Rates	290,953.16	(73,971.16)
	290,953.16	(73,971.16)
(Profit) / Loss before tax	307,170.63	(56,133.69)
Tax	-	-
(Profit) / Loss for the period / year	307,170.63	(56,133.69)

Tongda Overseas Company Limited
Balance Sheet
As At 30 September 2022

	<u>30/9/2022</u>	<u>31/12/2021</u>
	HK\$	HK\$
CURRENT ASSET		
Due from fellow subsidiaries	0.00	14,615,910.86
Due to the Immediate Holding Company	2,897,924.20	33,814,982.48
Due from a related company	-	6,594,807.29
Cash and cash equivalents	1,962.59	5,677.20
	<u>2,899,886.79</u>	<u>55,031,377.83</u>
CURRENT LIABILITIES		
Due to the Ultimate Holding Company	-	(5,000.00)
Due to fellow subsidiaries	0.00	(51,816,820.38)
Accrued Liabilities and other payable	(7,499.97)	(10,000.00)
Tax payable	-	-
	<u>(7,499.97)</u>	<u>(51,831,820.38)</u>
NET CURRENT ASSETS / (LIABILITIES)	<u>2,892,386.82</u>	<u>3,199,557.45</u>
	<u><u>2,892,386.82</u></u>	<u><u>3,199,557.45</u></u>
EQUITY		
Issued capital	(8.00)	(8.00)
Loss for the year/period	307,170.63	(300,603.07)
Retained profits	(3,199,549.45)	(2,898,946.38)
	<u>(2,892,386.82)</u>	<u>(3,199,557.45)</u>
	<u><u>(2,892,386.82)</u></u>	<u><u>(3,199,557.45)</u></u>