

**DATE: 11 JULY 2022**

**CIS FUND OFC – CIS OPPORTUNITIES I FUND  
(as Subscriber)**

**AND**

**FULLSUN INTERNATIONAL HOLDINGS GROUP CO., LIMITED  
(as Issuer)**

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**SUBSCRIPTION AGREEMENT**

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**SCHEDULE 7 OPERATING SUBSIDIARIES**

This Agreement is made on the 11<sup>th</sup> day of July 2022

**BETWEEN**

- (1) **CIS FUND OFC – CIS OPPORTUNITIES I FUND**, a sub-fund of an open-ended fund company with variable share capital incorporated in Hong Kong and having its registered office at Room C, 21/F Centre Point, 181-185 Gloucester Road, Wan Chai, Hong Kong (the “**Subscriber**”); and
- (2) **Fullsun International Holdings Group Co., Limited**, a company incorporated in Bermuda with limited liability and having its registered office at Clarendon House, 2 Church Street, Hamilton, HM11, Bermuda and its principal place of business in Hong Kong at Room 2118, 21/F, Leighton Centre, 77 Leighton Road, Causeway Bay, Hong Kong (the “**Issuer**”).

The Issuer and the Subscriber are collectively referred to herein as the “**Parties**” and each individually as, a “**Party**”.

Whereas:

- (A) As at the date of this Agreement, the Issuer has an authorised share capital of HK\$500,000,000 divided into 50,000,000,000 Shares, of which 11,365,386,067 Shares have been issued, fully paid or credited as fully paid. The issued Shares are listed on the Main Board of the Stock Exchange (Stock Code: 627). The particulars of the Issuer as at the date of this Agreement are set out under Part A of Schedule 2.
- (B) As part of the Proposed Restructuring, the Issuer proposes to conduct amongst others, (i) the Subscription; and (ii) the Creditors Scheme.
- (C) On the terms and subject to the conditions of this Agreement, the Issuer agrees to, by way of the Subscription allot and issue the Subscription Shares, representing approximately 92% of the issued share capital of the Issuer (after the Capital Reorganisation) as enlarged by the allotment and issue of the Subscription Shares, to the Subscriber. The Subscription Shares will be allotted and issued pursuant to the Specific Mandate.
- (D) The Subscriber agrees to, upon Completion, subscribe for the Subscription Shares on the terms and conditions set out herein in the Consideration of HK\$168,000,000. The net proceeds (after deducting the costs and expenses in connection with or incidental to the transactions contemplated under this Agreement (including the Capital Reorganisation and the Proposed Restructuring) from the Subscription will, as nominated by the Issuer, be paid to the Creditors Scheme as the Creditors Scheme Consideration.
- (E) The Issuer will enter into the Creditors Scheme with the Creditors, pursuant to which the debts and liabilities of the Issuer will be fully settled by payment of the Creditors Scheme Consideration..

- (F) Immediately following Completion, the Subscriber will be interested in a total of 1,307,019,402 New Shares, representing approximately 92% of the issued share capital of the Issuer (after the Capital Reorganisation) as enlarged by the allotment and issue of the Subscription Shares. The Subscriber agrees to apply for the Whitewash Waiver in respect of the securities of the Issuer in accordance with the Takeovers Code.

**NOW IT IS HEREBY AGREED as follows:**

**1. INTERPRETATIONS**

- 1.1. In this Agreement (including the Recitals), unless the context otherwise requires, the following terms shall have the following meanings:

“Accounts Date”	means 31 December 2021
“acting in concert”	has the meaning ascribed thereto in the Takeovers Code
“Applicable Laws”	with respect to any person, any laws, regulations, rules, measures, guidelines, treaties, judgments, determination, orders or notices of any Government Authority or stock exchange that is applicable to such person;
“associate(s)”	has the meaning ascribed thereto under the Listing Rules
“Audited Accounts”	means the audited consolidated statement of financial position of the Group as at the Accounts Date and the audited consolidated statement of profit or loss and other comprehensive income of the Group for the year ended on the Accounts Date, published on 28 April 2022
“Business Day”	means any day (other than a Saturday or a Sunday or a public holiday or a day on which a tropical cyclone warning signal no. 8 or above or a black rainstorm warning signal is hoisted in Hong Kong at any time between 9:00 a.m. and 5:00 p.m.) on which licensed banks are generally open for business in Hong Kong
“Board”	means the board of Directors
“Bye-laws”	means the bye-laws of the Issuer from time to time adopted by the Issuer
“Capital Reduction”	means the reduction of (i) the par value of the Consolidated Shares from HK\$1.00 each to HK\$0.01 each by the reduction of HK\$0.99, giving rise to a credit balance of approximately HK\$112,517,322.39 on the

basis of 113,653,861 Consolidated Shares in issue, whereby the credit arising therefrom will be applied to set off the accumulated loss of the Issuer, and the balance of the credit, if any, will be transferred to the contributed surplus account of the Issuer and (ii) the authorised but unissued share capital of the Issuer (which shall include the authorised but unissued share capital arising from the Capital Reduction) in its entirety

“Capital Reorganisation”

means collectively the Share Consolidation, the Capital Reduction, the Share Premium Cancellation and the Increase in Authorised Share Capital

“Change in Board Lot Size”

means the change in board lot size for trading in the Shares from 5,000 Existing Shares to 20,000 New Shares after and conditional upon the Capital Reorganisation becoming effective

“Claim”

means any debt, liability or obligation of the Issuer, whether known or unknown, whether present or future, whether certain or contingent, whether liquidated or unliquidated and which includes without limitation a debt or liability to pay money or money’s worth, any liability under any statute or enactment, any liability for breach of trust, any liability in contract, tort or bailment and any liability arising out of an obligation to make restitution which would be admissible to proof in a compulsory winding-up of the Issuer under the Companies Ordinance or, if required, the Companies Act

“Companies Act”

means the Companies Act 1981 of Bermuda

“Companies Ordinance”

means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong)

“Completion”

means the completion of the Subscription in accordance with Clause 5

“Completion Date”

means the date which is the Long Stop Date or three (3) Business Days immediately after the date of fulfillment (or, where applicable, waiver) of all the conditions set out in Clause 5.1, whichever is earlier (or such later date as may be agreed in writing between the Parties)

“Consolidated Share(s)”

means consolidated Share(s) of a par value of HK\$1.00 each of the Issuer upon the Share Consolidation

becoming effective

“Consideration”	means the consideration payable by the Subscriber to the Issuer for the Subscription of the Subscription Shares in the sum of HK\$168,000,000
“Creditor(s)”	mean any person to whom or which the Issuer owes a Claim;
“Creditors Scheme”	means the proposed scheme of arrangement proposed by the Issuer to its Creditors pursuant to the Companies Ordinance and, if required, the Companies Act on the terms that the Creditors accept in full discharge of their claims at a rateable distribution from the Creditors Scheme Consideration with, or subject to, any modification, addition or conditions approved or imposed by the High Court of Hong Kong and/or the Supreme Court
“Creditors Scheme Consideration”	means the payment of cash in the amount equivalent to the net proceeds (after deducting the costs and expenses in connection with or incidental to the transactions contemplated under this Agreement (including the Capital Reorganisation and the Proposed Restructuring) from the Subscription
“Director(s)”	means the director(s) of the Issuer from time to time
“Disclosed”	means disclosed in a fair and accurate manner in this Agreement, the Audited Accounts, the Management Accounts, the Previous Publications and the Disclosure Letter
“Disclosure Letter”	means the disclosure letter to be signed by the Issuer and delivered to the Subscriber in relation to this Agreement
“Due Diligence Review”	means the due diligence review conducted by the Subscriber, its advisers and/or agents on the assets, liabilities, business plan, operations and affairs of the Group
“Encumbrance”	means any interest or equity (including any retention of title, right to acquire, option, derivatives or right of pre-emption) or any mortgage, charge, pledge, lien, claim or assignment or any other encumbrance, priority or security interest or arrangement of whatsoever nature

“Executive”	means the Executive Director of the Corporate Finance Department of the SFC from time to time or any of his delegates
“Existing Share(s)”	means Share(s) of a par value of HK\$0.01 each in the share capital of the Issuer before the Capital Reorganisation becoming effective
“Government Authority”	means any national, provincial, municipal or local government, administrative or regulatory body or department, court or judicial bodies, tribunal, arbitrator or any body that exercises the function of a regulator, including but not limited to those in Hong Kong, the PRC and Bermuda
“Group”	means the Issuer and its Subsidiaries from time to time and “Group Company” shall mean a member of the Group
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China
“Increase in Authorised Share Capital”	means the increase of the authorised share capital of the Issuer to HK\$500,000,000 by the creation of such number of additional New Shares as shall be sufficient to increase the authorised share capital of the Issuer to HK\$500,000,000 divided into 50,000,000,000 New Shares of HK\$0.01 each
“Independent Shareholder(s)”	means Shareholder(s) other than: (i) the Subscriber and parties acting in concert with it; (ii) those who are involved in or interested in the Proposed Restructuring; and (iii) those who are required to abstain from voting at the general meeting of the Issuer (if any) to consider and approve, among others, this Agreement, the Whitewash Waiver and the transactions contemplated thereunder
“Intellectual Property Rights”	all industrial and intellectual property rights used by the Group, including (without limitation) patents, trademarks, service marks, trade names, domain names, designs, copyrights and the copyright in all drawings, plans, specifications, designs and computer software (including in each application therefor) in any part of the world and whether or not registered or registrable and all know-how, inventions, formulae, trade secrets,

	confidential or secret processes and information (including all documents relating thereto)
“Issuer’s Warranty(ies)”	means the representations, warranties and undertakings set out in Schedule 3 and any other representations, warranties and undertakings made by the Issuer in this Agreement
“Listing Rules”	means the Rules Governing the Listing of Securities on the Stock Exchange
“Long Stop Date”	means 31 March 2023 (or such later date as the Issuer and the Subscriber may agree in writing)
“Management Accounts”	means the unaudited condensed consolidated statement of financial position of the Group as at the Management Accounts Date and the unaudited condensed consolidated statement of profit or loss and other comprehensive income for the period commencing from 1 January 2022 to the Management Accounts Date
“Management Accounts Date”	means 30 June 2022
“Material Adverse Change (or Effect)”	means any change (or effect) which, in the reasonable opinion of the Subscriber, has a material and adverse change (or effect) on the financial and trading position, business, property and results of operations of the Group as a whole
“New Share(s)”	means Share(s) of a par value of HK\$0.01 each in the share capital of the Issuer immediately after the Share Consolidation, the Capital Reduction and the Share Premium Cancellation becoming effective
“Operating Subsidiaries”	means the Subsidiaries with business operations as set out in Schedule 7 and “Operating Subsidiary” shall be construed accordingly
“PRC”	means the People’s Republic of China, which for the purpose of this Agreement excludes Hong Kong, the Macau Special Administration Region of the People’s Republic of China and Taiwan
“Previous Publications”	means all public announcements, circulars, interim and annual reports (whether audited or unaudited) and other



	publications of the Issuer made by or on behalf of the Issuer since the date of initial listing of the Shares on the Stock Exchange
“Proposed Restructuring”	means the proposed restructuring of the Group comprising the Subscription and the Creditors Scheme
“SFC”	means the Securities and Futures Commission of Hong Kong
“Share(s)”	means ordinary share(s) in the share capital of the Issuer
“Shareholder(s)”	means holder(s) of Share(s)
“Share Consolidation”	means the consolidation of every 100 Existing Shares of par value of HK\$0.01 each into one (1) Consolidated Share of par value of HK\$1.00 each
“Share Premium Cancellation”	means the cancellation of the entire amount of HK\$112,517,322.39 standing to the credit of the share premium account of the Issuer arising from the Capital Reduction to nil, with the credit arising therefrom being applied towards setting off against the accumulated losses of the Issuer and the balance, if any, being transferred to the contributed surplus account of the Issuer
“Specific Mandate”	the specific mandate to the Directors to be obtained from the Independent Shareholders at a general meeting of the Issuer for the allotment and issue of the Subscription Shares
“Stock Exchange”	means The Stock Exchange of Hong Kong Limited
“Subscriber’s Warranty(ies)”	means the representations, warranties and undertakings set out in Schedule 4 and any other representations, warranties and undertakings made by the Subscriber in this Agreement
“Subscription”	means the subscription of the Subscription Shares by the Subscriber pursuant to this Agreement
“Subscription Price”	means the total subscription price for the Subscription Shares in the sum equal to the Consideration, and the subscription price per Subscription Shares of approximately HK\$0.1285

“Subscription Shares”	means 1,307,019,402 New Shares to be subscribed for by the Subscriber and allotted and issued to the Subscriber, representing approximately 92% of the issued share capital of the Issuer (after the Capital Reorganisation) as enlarged by the allotment and issue of such New Shares
“Subsidiary”	means, in relation to any person, any second person over which that first person has “control”, where “control” means either: <ul style="list-style-type: none"> <li>(a) direct or indirect ownership of more than 50% of the voting or economic ownership of such second person; or</li> <li>(b) the ability (through any means) to influence or direct the composition of the majority of the board of directors of such second person, and</li> </ul> <p>“Subsidiaries” shall be construed accordingly. The particulars of the Subsidiaries are set out in Part B of Schedule 2</p>
“Supreme Court”	means the Supreme Court of Bermuda
“Takeovers Code”	means the Hong Kong Code on Takeovers and Mergers
“Taxation”	means all forms of taxation including overseas taxation and all forms of profits tax, interest tax, estate duty and stamp duty and all levies, imposts, duties, charges, fees, deductions and withholdings whatsoever charged or imposed by any Government Authority whatsoever and the expression “Tax” shall be construed accordingly
“this Agreement”	means this subscription agreement, as may be supplemented or amended from time to time by the Parties in writing
“Whitewash Waiver”	means a waiver from the Executive pursuant to Note 1 on dispensations from Rule 26 of the Takeovers Code in respect of the obligations of the Subscriber and parties acting in concert with it to make a mandatory general offer for all securities of the Issuer not already owned or agreed to be acquired by the Subscriber and parties acting in concert with it, which would, if the Subscription

proceeds, otherwise arise as a result of Completion

“HK\$” means Hong Kong dollars, the lawful currency of Hong Kong

“%” means per cent

- 1.2. In this Agreement, references to “Recitals”, “Clauses” and “Schedules” are to recitals to, clauses of and the schedules to, this Agreement.
- 1.3. Words importing the singular include the plural and vice versa, wording importing gender or the neuter include both genders and the neuter and references to persons include bodies corporate or unincorporated.
- 1.4. A person includes an individual, partnership, unincorporated association, body corporate, governments, state or agency of a state, local or municipal authority or government body or any joint venture wherever incorporate or situated (in each case whether or not having a separate legal personality) and includes its successors intitle, permitter assigns and permitted transferees.
- 1.5. The headings and the table of contents in this Agreement are for convenience only and shall not affect its interpretation.
- 1.6. The Schedules form part of this Agreement.
- 1.7. A reference to a contract or document in this Agreement is to that contract or document as amended, novated, supplemented, restated or replaced from time to time.
- 1.8. Any statute or statutory provision or stock exchange listing rules include: (a) that statute or provision or listing rules as from time to time modified, re-enacted or consolidated whether before or after the date of this Agreement (except where any such modification, re-enactment or consolidation would otherwise increase the liability of any Party hereunder); and (b) any subordinate legislation made from time to time under that statute or statutory provision.

## **2. AGREEMENT TO SUBSCRIBE**

- 2.1. Subject to the terms and conditions of this Agreement, the Subscriber shall subscribe for the Subscription Shares and the Issuer shall allot and issue the Subscription Shares to the Subscriber at the Subscription Price on the Completion Date free from all and any Encumbrances and together with all rights attaching to them as at the Completion Date, including all rights to any dividend or other distribution the record date of which falls on or after the Completion Date.
- 2.2. The Subscriber shall not be obliged to proceed to Completion unless the subscription of all

the Subscription Shares are completed simultaneously.

### **3. SUBSCRIPTION SHARES**

- 3.1. The Consideration shall be satisfied by the Subscriber to the Issuer in cash in the manner set out in Clauses 3A and 5.2(b).
- 3.2. The Subscription Shares shall be allotted and issued as fully paid. The Subscription Shares shall rank *pari passu* in all respects among themselves and with the Shares in issue on the date of such allotment and issue.

### **3A. TRANSACTION LOAN**

- 3A.1. The Subscriber shall provide an interest-free loan (the “**Transaction Loan**”) in the aggregate principal amount of HK\$5,000,000 to be made available to the Issuer in the manner as set out in Clause 3A.2 to finance the costs and expenses in connection with or incidental to the transactions contemplated under this Agreement (including the Capital Reorganisation and the Proposed Restructuring). Such amount will be used to facilitate the Issuer and its professional advisors to carry out all necessary works in connection with or incidental to the transactions contemplated under this Agreement. The Transaction Loan shall be repaid in whole or in part by way of set-off of the Consideration payable upon Completion pursuant to Clause 5.2(b).
- 3A.2. Subject to (i) the Issuer having delivered to the Subscriber irrevocable letters supporting the Creditors Scheme from the Creditors representing at least 75% in monetary value of the Claims; and (ii) the Issuer having published an announcement in relation to the Capital Reorganisation, the Subscription, the Whitewash Waiver and the Creditors Scheme, the Issuer shall be entitled, on multiple occasions, to make loan drawdown requests (the “**Loan Drawdown Request**”) in writing by enclosing the relevant proof of cost, disbursement and expense for the purpose set out in Clause 3A.1 above and specifying thereon the amount of such cost, disbursement and/or expense payable (the “**Drawdown Amount**”) and the details of the bank account for the transfer of the Drawdown Amount as settlement of such cost, disbursement and/or expense, to the Subscriber (the “**Loan Drawdown**”). If such cost, disbursement and/or expense is, in the sole and absolute discretion of the Subscriber, approved by the Subscriber, the Subscriber shall arrange to transfer the Drawdown Amount as specified in the by electronic transfer into the specified account as set out in the Loan Drawdown Request within five (5) Business Days from the date of receipt of the relevant Loan Drawdown Request from the Issuer.
- 3A.3. Each Loan Drawdown shall only be used for the sole purpose of payment and settlement of the costs and expenses referred to in Clause 3A.1 in accordance with the terms and conditions of this Agreement. For the avoidance of doubt, only costs and expenses referred to in Clause 3A.1 incurred after all conditions set out in Clause 3A.2 have been satisfied may be applied and settled as Loan Drawdown

#### **4. CONDITIONS PRECEDENT**

4.1. Completion shall be subject to the fulfilment (and, where applicable, the waiver) of the following conditions precedent:

- (a) the Listing Committee of the Stock Exchange having granted (either unconditionally or subject only to conditions reasonably acceptable to both Parties) the listing of and permission to deal in the New Shares resulting from the Capital Reorganisation and the Subscription Shares, and such permission not having been subsequently revoked or withdrawn;
- (b) the Whitewash Waiver having been granted by the Executive and the conditions (if any) attached thereto having been satisfied in full, and the Whitewash Waiver not having been subsequently revoked or withdrawn;
- (c) resolutions in relation to this Agreement and the transactions contemplated hereunder including the issue of the Subscription Shares having been duly passed by the Independent Shareholders in general meeting and all other consents and acts required under the Listing Rules and the Takeovers Code having been obtained and completed;
- (d) resolutions in relation to this Agreement and the transactions contemplated thereunder including the issue of the Subscription Shares having been duly passed by the Board;
- (e) resolutions in relation to the approval of the Whitewash Waiver having been duly passed by the Independent Shareholders in general meeting;
- (f) the Creditors Scheme having become effective no later than the Completion Date;
- (g) the Subscriber being reasonably satisfied with the results of the Due Diligence Review;
- (h) the Capital Reorganisation and the Change in Board Lot Size having become effective;
- (i) the consolidated net asset value of the Issuer remaining at a level not less than HK\$900,000,000;
- (j) the original of a declaration from the directors of each of the Operating Subsidiaries certifying that the management accounts made up to 30 June 2022 of the relevant Operating Subsidiary were prepared on the same basis as its latest audited accounts (if any) and reflect the state of affairs of the relevant Operating Subsidiary and of the results of its operations and its cashflows as at such date;
- (k) the Issuer's Warranties remaining true, accurate and complete in all material

respects and not misleading;

- (l) the winding up petition dated 24 February 2022 filed by Harbor Sure (HK) Investments Limited with the Supreme Court of Bermuda against the Issuer having been dismissed; and
  - (m) the Disclosure Letter having been delivered by the Issuer to the Subscriber within ten (10) Business Days from the date of this Agreement (or such other date as the Parties may agree in writing).
- 4.2. The Subscriber may, at its sole and absolute discretion, at any time at or before Completion waive any of the conditions precedent set out in Clauses 4.1(g), (i), (j) and (k) by serving a written notice to the Issuer. Save as aforesaid, none of the Parties may waive any of the conditions precedent set out in Clause 4.1.
- 4.3. The Issuer shall use its best endeavours to procure the fulfilment of each of the conditions precedent set out in Clauses 4.1(a), (c), (d), (e), (f), (h), (i), (j), (k), (l) and (m) on or before the Completion Date, and the Subscriber shall cooperate with the Issuer in relation to the fulfillment of any of these conditions precedent by providing to the Issuer or procuring such assistance as is reasonably requested by the Issuer. If, despite such best efforts, any such conditions precedent are not satisfied (or, where applicable, waived) on or before the Long Stop Date, this Agreement shall be terminated forthwith in accordance with Clause 9 unless otherwise agreed by the Parties in writing.
- 4.4. The Subscriber shall use its best endeavours to procure the fulfilment of each of the conditions precedent set out in Clauses 4.1(b) and (g) before the Long Stop Date, and the Issuer shall cooperate with the Subscriber in relation to the obtaining of the Whitewash Waiver by providing to the Subscriber or procuring such assistance as is reasonably requested by the Subscriber. If, despite such best efforts, any such conditions precedent are not satisfied (or, where applicable, waived) on or before the Long Stop Date, this Agreement shall be terminated forthwith in accordance with Clause 9 unless otherwise agreed by the Parties in writing.
- 4.5. Without limiting the generality of Clauses 4.3 and 4.4, each of the Subscriber and the Issuer shall use its best endeavours to procure that all information and documents relating to it reasonably required by the other Party for the purpose of:
- (i) preparing any announcement(s) and/or circular(s) required pursuant to the Takeovers Code or the Listing Rules or at the request of the SFC or the Stock Exchange to be made by the Issuer or, as the case may be, the Subscriber, after the signing of this Agreement in connection with the transactions contemplated hereunder; and/or
  - (ii) as otherwise may reasonably be required by the SFC and/or the Stock Exchange for the purposes of its vetting of any document referred to in sub-clause (i) above and/or answering any enquiries made by the SFC and/or the Stock Exchange in relation to

this Agreement and the transactions contemplated hereunder,

is made available to the Issuer or, as the case may be, the Subscriber and their respective advisers in a timely manner upon request for such information and/or documents by the Issuer or, as the case may be, the Subscriber.

- 4.6. If, at any time, a Party becomes aware of any fact or circumstance that might prevent any conditions precedent from being satisfied, it shall immediately inform the other Party in writing.

## **5. COMPLETION**

- 5.1. Subject to the conditions precedent set out in Clause 4.1 being fulfilled (or, where applicable, waived) in full, Completion shall take place on the Completion Date at such place and time as the Parties may otherwise agree.

- 5.2. At Completion, the Subscriber shall:

- (a) deliver or cause to be delivered to the Issuer:
- i. an application for all the Subscription Shares substantially in the form set out in Schedule 1, duly signed by the Subscriber; and
  - ii. a copy, certified as true and complete by a director of the Subscriber, of the resolutions of the directors of the Subscriber approving this Agreement and the transactions contemplated hereunder (including the Subscription) and approving an authorized signatory to sign this Agreement on its behalf;
- (b) pay the Consideration to the Issuer, provided that:
- i. the aggregate amount of the principal amount of the Drawdown Amount then outstanding shall be applied towards part payment of the Consideration on a dollar-to-dollar basis;
  - ii. the Subscriber shall pay to the Issuer by transfer of clear and immediately available funds from the Consideration a sum equal to the costs and expenses (whether incurred before or after all conditions set out in Clause 3A.2 have been satisfied) in connection with or incidental to the transactions contemplated under this Agreement (including the Capital Reorganisation and the Proposed Restructuring) not settled or paid with the Drawdown Amount then outstanding referred to under Clause 5.2(b)(i); and
  - iii. subject to Clauses 5.2(b)(i) to (ii), the balance of the Consideration shall be paid by the Subscriber by transfer of clear and immediately available funds to the Creditors Scheme as the Creditors Scheme Consideration;

Payment of the Consideration by the Subscriber pursuant to this Clause 5.2(b) shall be considered as full and final settlement of the Consideration and discharge of the Subscriber's obligation to pay the Consideration under this Agreement.

- 5.3. Against compliance and fulfillment of all acts and requirements set out in Clause 5.2, the Issuer shall at Completion:
- (a) allot and issue the Subscription Shares to the Subscriber and shall procure that the Subscriber be registered in the register of members of the Issuer as the registered holder of the Subscription Shares;
  - (b) subject to the completion of necessary procedures of the branch share registrar of the Issuer in Hong Kong, deliver or cause to be delivered to the Subscriber, definitive share certificate(s) for the Subscription Shares issued in the name of the Subscriber and in accordance with the delivery instructions given therein;
  - (c) deliver or cause to be delivered to the Subscriber an original confirmation signed by an existing Director confirming that (i) the consolidated net asset value of the Issuer as at the Completion Date is not less than HK\$900,000,000; and (ii) there is no material breach of any of the Issuer's Warranties, such confirmation to be in a form and substance satisfactory to the Subscriber;
  - (d) deliver or cause to be delivered to the Subscriber, if requested by the Subscriber in writing at least three (3) Business Days before the Completion Date, copies of the resignation letters executed under seal of each of the existing Directors requested by the Subscriber to resign by way of the aforesaid written notice with effect from the Completion Date stating, among other things, that each resigning Director has no claims against the Issuer in respect of his resignation;
  - (e) deliver or cause to be delivered to the Subscriber, a copy of the register of directors of the Issuer reflecting, if requested by the Subscriber in writing at least three (3) Business Days before the Completion Date, the resignation of each of the existing Directors requested by the Subscriber to resign and the appointment of the Directors proposed by the Subscriber as at the Completion Date; and
  - (f) deliver or cause to be delivered to the Subscriber, a copy of the resolutions of the Board appointing person(s) nominated by the Subscriber as Director(s) with effect from the Completion Date.
- 5.4. The transactions described in Clauses 5.2 and 5.3 shall take place at the same time, otherwise, none of the Parties shall be obliged to effect Completion (without prejudice to any other remedies).
- 5.5. If Completion does not take place on the Completion Date (the "**Intended Completion Date**") because the Issuer or the Subscriber fails to comply with any of its obligations under this Clause 5 (whether such failure by such party amounts to a repudiatory breach or not)



then the Issuer may (in the case of a default by the Subscriber) or the Subscriber may (in the case of a default by the Issuer) (the “**Non-Defaulting Party**”) in their respective absolute discretion, by written notice to the Issuer or the Subscriber (as the case may be) (the “**Defaulting Party**”), and without prejudice to any other rights:

- (i) proceed to Completion on that date, to the extent that the Non-Defaulting Party is ready, able and willing to do so, and specify a later date by which the Defaulting Party shall be obliged to complete its relevant outstanding obligations under this Agreement;
- (ii) elect to defer Completion to a date not more than five (5) Business Days after the Intended Completion Date, or to a later date as the Non-Defaulting Party deems appropriate; or
- (iii) terminate this Agreement in accordance with Clause 9.

## **5A. CONDUCT OF BUSINESS PRIOR TO COMPLETION**

5A.1. The Issuer hereby undertakes with the Subscriber that from the execution of this Agreement by the Parties until Completion, it shall:

- (a) procure that the Group will carry on its business in a manner consistent with its existing practice;
- (b) procure that the Group will not without first obtaining the prior written consent of the Subscriber (which consent shall not be unreasonably withheld or delayed) enter into any contract or commitment of an unusual or onerous nature other than in the normal and ordinary course of business; and
- (c) keep the Subscriber reasonably informed of all material matters relating to the Group, its business, assets and prospects.

5A.2. Without prejudice and notwithstanding Clause 5A.1., the Issuer undertakes in favour of the Subscriber that except required or contemplated by this Agreement or in connection with Capital Reorganisation or the Proposed Restructuring or in the normal and ordinary course of business of the Group, it shall from the execution of this Agreement by the Parties until Completion, take all steps reasonably necessary to ensure that the Group shall not carry out any of the following actions and no resolution of the directors or members of any Group Company shall be passed to carry out the same unless the written consent of the Subscriber (which consent shall not be unreasonably withheld or delayed) is obtained:

- (a) the creation or issue of any Shares or the grant of any options over any Shares or the issue of any warrant, debentures, securities or other obligations convertible into shares in the Issuer or enter into any agreement to do any of the same;
- (b) the capitalisation, repayment or other form of distribution of any amount standing

to the credit of any reserve of the Issuer or the redemption or purchase of any Shares or any other reorganisation of share capital;

- (c) the voluntary winding-up or liquidation of any Group Company;
- (d) the alteration of the rights attaching to any of the Shares;
- (e) the alteration of the Bye-laws and the passing of any resolutions inconsistent with the provisions of this Agreement;
- (f) the acquisition or disposal of any property or other asset by the Group;
- (g) the acquisition or formation by the Group or the acquisition of any share in any other company or the participation by the Group in any partnership or joint venture;
- (h) the entering into of any material contract in excess of HK\$500,000 other than in its ordinary course of business;
- (i) 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, save for those within the Group;
- (j) the amalgamation or merger of any Group Company with any other company or concern;
- (k) the declaration by the Issuer of any dividend or other distribution;
- (l) the making of any capital commitment by any Group Company;
- (m) the borrowing of any moneys from banks, financial institutions and any other third parties by any Group Company;
- (n) the employment or engagement of any new staff, consultants or personnel with an aggregate remuneration exceeding HK\$500,000 per annum;
- (o) doing, allowing and procuring any act or omission on or before Completion which will constitute a material breach of any of the Issuer's Warranties; or
- (p) doing anything which is likely to materially jeopardise or diminish the value of any assets of the Group which is significant to the Group as a whole to a material extent.

## **6. REPRESENTATIONS AND WARRANTIES**

- 6.1. The Issuer hereby represents and warrants to the Subscriber (for itself and for the benefit of its successors and assigns) that the Issuer's Warranties are true and accurate in all

material respects as at the date of this Agreement and shall continue to be true and accurate in all material respects up to and including the time of the Completion. The Issuer acknowledges that the Subscriber, in entering into this Agreement, is relying on the Issuer's Warranties. The Issuer agrees that the Subscriber may treat each of the Issuer's Warranties as a condition of this Agreement.

- 6.2. The Issuer agrees that the Subscriber may treat each of the Issuer's Warranties as separate and independent. In addition, each of the Issuer's Warranties is without prejudice to any other Issuer's Warranty and, except where expressly otherwise stated, no provision in any Issuer's Warranty shall govern or limit the extent or application of any other provision in any Issuer's Warranty.
- 6.3. In the event that any of the Issuer's Warranties is breached or (as the case may be) proves to be untrue or misleading in any respects, the Subscriber shall have the right to claim damages or otherwise take any actions against the Issuer for all losses, liabilities, damages, costs and expenses (including reasonable legal expenses) which the Subscriber and its successors and assigns may incur or sustain as a result thereof.
- 6.4. The Issuer's Warranties shall survive Completion and the rights and remedies of the Subscriber in respect of any breach of the Issuer's Warranties shall not be affected by Completion or by the Subscriber 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 written waiver or release and no single or partial exercise of any right or remedy shall preclude any further or other exercise.
- 6.5. The Subscriber shall be entitled to take action before or after Completion in respect of any breach or non-fulfillment of any of the Issuer's Warranties and Completion shall not in any way constitute a waiver of any right of the Subscriber.
- 6.6. The Issuer's Warranties contained in, or given pursuant to, this Clause 6 are deemed to be given as at the date of this Agreement and shall be deemed to be repeated at Completion with reference to the facts and circumstances then subsisting unless otherwise specified.
- 6.7. The Subscriber hereby represents and warrants to the Issuer (for itself and for the benefit of its successors and assigns) that the Subscriber's Warranties are true and accurate in all material respects as at the date of this Agreement and shall continue to be true and accurate in all material respects up to and including the time of the Completion.
- 6.8. In the event that any of the Subscriber's Warranties is breached or (as the case may be) proves to be untrue or misleading in any respects, the Issuer shall have the right to claim damages or otherwise take any actions against the Subscriber for all losses, liabilities, damages, costs and expenses (including reasonable legal expenses) which the Issuer and its successors and assigns may incur or sustain as a result thereof.
- 6.9. The Subscriber's Warranties shall survive Completion and the rights and remedies of the Issuer in respect of any breach of the Subscriber's Warranties shall not be affected by

Completion or by the Issuer 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 written waiver or release and no single or partial exercise of any right or remedy shall preclude any further or other exercise.

- 6.10. The Issuer shall be entitled to take action before or after Completion in respect of any breach or non-fulfillment of any of the Subscriber's Warranties and Completion shall not in any way constitute a waiver of any right of the Issuer.
- 6.11. The Subscriber's Warranties contained in, or given pursuant to, this Clause 6 are deemed to be given as at the date of this Agreement and shall be deemed to be repeated at Completion with reference to the facts and circumstances then subsisting unless otherwise specified.

## **7. UNDERTAKINGS**

- 7.1. The Subscriber acknowledges that no prospectus will be issued by the Issuer nor will any prospectus be registered in any jurisdiction in respect of the Subscription. The Subscriber further undertakes and warrants in favour of the Issuer that:
- (i) it will not, directly or indirectly, offer or sell any Subscription Shares or distribute or publish any documents in relation thereto in any country or jurisdiction; and
  - (ii) it has not offered or sold and it will not offer or sell by means of any document any Subscription Shares.
- 7.2. The Subscriber undertakes to the Issuer that it will use its best efforts to procure that at least 25% of the Shares are or will be held by the public (as defined in the Listing Rules) as soon as practicable following Completion, including but not limited to the provision of relevant undertakings or confirmations to the Stock Exchange or the SFC.

## **8. LIMITATION OF LIABILITY OF THE ISSUER**

- 8.1. Any claim (a "**Subscriber's Claim**") made by the Subscriber for breach of the Issuer's representations, guarantees and undertakings hereunder is subject to the following restrictions:
- (i) the Subscriber shall not make any Subscriber's Claim unless it serves a written notice (the "**Claim Notice**") on the Issuer within twelve (12) months from the Completion Date, containing details of the legal and factual basis of the Subscriber's Claim, including the Subscriber's estimate of the amount of the Subscriber's Claim;
  - (ii) a Subscriber's Claim shall not be enforceable against the Issuer unless legal proceedings in respect of such Subscriber's Claim are commenced (by being issued and served) within twelve (12) months of the date of service of the relevant Claim Notice on the Issuer;

- (iii) the Issuer shall have no liability in respect of any Subscriber's Claim unless:
  - (A) the amount of any individual Subscriber's Claim exceeds HK\$500,000; or
  - (B) the aggregate amount of all Subscriber's Claims exceeds HK\$1,500,000;
- (iv) notwithstanding any provision in this Agreement, the Issuer's liabilities for the breach of its Issuer's Warranties shall not be more than the amount of the Consideration;
- (v) in respect of matters that have been reasonably and fairly Disclosed, the Subscriber shall not make any claims in respect of such matters;
- (vi) the Subscriber shall not be entitled to recover damages or obtain payment, reimbursement, restitution or indemnity more than once in respect of any one shortfall, damage, deficiency, breach or other set of circumstances which gives rise to one or more Subscriber's Claims;
- (vii) no liability shall attach to the Issuer for a Subscriber's Claim to the extent that the same loss has been recovered under any other Issuer's Warranties or term of this Agreement or any other document referred to herein and accordingly recovery may only be made once in respect of the same loss; and
- (viii) the Issuer shall be liable for a Subscriber's Claim to the extent that the loss in respect of the Subscriber's Claim has been or is made good or is otherwise compensated for without cost to the Subscriber.

## **9. TERMINATION**

9.1. If, at any time before Completion takes place:

- (i) the Issuer becomes the Defaulting Party under Clause 5.5;
- (ii) any Government Authority issues, promulgates or enforces any law, regulation, rule, policy, order or notice that prohibits the completion of the transactions contemplated hereunder; or the Government Authority provides amended opinions or additional conditions in relation to the transactions contemplated hereunder which the Parties cannot accept, or the Parties cannot within thirty (30) days or a reasonable period of time as agreed by the Parties to reach a written consent to amend or supplement this Agreement pursuant to the aforementioned amended opinions or additional conditions raised by the Government Authority; or
- (iii) the Issuer is in material breach of any of the Issuer's Warranties or any of the undertakings given by it under Clauses 5A and 7,

the Subscriber may, by notice in writing to the Issuer, elect to proceed to Completion or terminate this Agreement.

9.2. If, at any time before Completion takes place:

- (i) the Subscriber becomes the Defaulting Party under Clause 5.5;
- (ii) any Government Authority issues, promulgates or enforces any law, regulation, rule, policy, order or notice that prohibits the completion of the transactions contemplated hereunder; or the Government Authority provides amended opinions or additional conditions in relation to the transactions contemplated hereunder which the Parties cannot accept, or the Parties cannot within thirty (30) days or a reasonable period of time as agreed by the Parties to reach a written consent to amend or supplement this Agreement pursuant to the aforementioned amended opinions or additional conditions raised by the Government Authority; or
- (iii) the Subscriber is in material breach of any of the Subscriber's Warranties or any of the undertakings given by it under Clause 7,

the Issuer may, by notice in writing to the Subscriber, elect to proceed to Completion or terminate this Agreement.

9.3. Each Party undertakes to notify the other Party in writing immediately if it becomes aware of a matter, breach, event, fact or circumstance that may give rise to a right of termination under Clauses 9.1 or 9.2 (as the case may be).

9.4. Unless otherwise terminated in accordance with the terms of this Agreement, this Agreement may be terminated before Completion upon mutual written consent of both the Subscriber and the Issuer.

9.5. Unless the conditions precedent set out in Clause 4.1 have been fulfilled (or, where applicable, waived) in full on or before the Long Stop Date, this Agreement shall terminate automatically on the Long Stop Date.

9.6. Each Party's rights, obligations and liabilities in this Agreement shall cease immediately upon the termination of this Agreement as provided herein, except that Clauses 9 to 22 shall survive the termination of this Agreement and shall continue in full force and effect and the termination of this Agreement does not affect a Party's accrued rights and obligations prior to termination.

## **10. NOTICES**

10.1. Any notice required to be given under this Agreement shall be sufficiently given if delivered personally or forwarded by registered post or sent by email or facsimile transmission to the relevant Party at its address, email address or fax number set out below (or such other address, email address or fax number as the addressee has by five (5) days'

prior written notice specified to the other Party):

Subscriber

Address : 21/F, Centre Point, 181-185 Gloucester Road, Wanchai,  
Hong Kong  
Facsimile : +852 2850 8463  
Email address : [am.info@cisgroup.hk](mailto:am.info@cisgroup.hk)  
Attention : The Board of Directors

Issuer

Address : Room 2118, 21/F, Leighton Centre, 77 Leighton Road,  
Causeway Bay, Hong Kong  
Facsimile : +852 3107 0405  
Email address : [cs@fullsun.com.hk](mailto:cs@fullsun.com.hk)  
Attention : The Board of Directors

- 10.2. Each notice, demand or other communication given, made or served 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 local mail; four (4) days after the date of posting, if sent by airmail; (ii) when delivered if delivered by hand; and (iii) on despatch, if sent by email or facsimile transmission.
- 10.3. Nothing in this Clause 10 shall preclude the service of communication or the proof of such service by any mode permitted by law.

**11. CONTINUING OBLIGATIONS**

- 11.1. Subject to all other limitations and exclusions set out in this Agreement and except to the extent that they have been performed and except to the extent otherwise expressly provided in this Agreement, each of the obligations, warranties and undertakings accepted or given by the Subscriber, the Issuer or any of them under this Agreement shall continue in full force and effect notwithstanding Completion.

**12. ASSIGNMENT**

- 12.1. No Party may assign any of its rights or delegate or transfer any of its obligations under this Agreement without the prior written consent of the other Parties.

**13. VARIATION**

- 13.1. Any variation to this Agreement shall be binding only if recorded in a document signed by all the Parties.

#### **14. ENTIRE AGREEMENT**

- 14.1. This Agreement, together with any documents referred to in it, constitutes the whole agreement between the Parties relating to the issue of and the subscription for the Subscription Shares and supersedes and extinguishes any other prior drafts, agreements, undertakings, representations, warranties and arrangements of any nature, whether in writing or oral, relating to the issue of and the subscription for the Subscription Shares.

#### **15. WAIVER AND SEVERABILITY**

- 15.1. No failure or delay by any of the Parties in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy.
- 15.2. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

#### **16. CONFIDENTIALITY**

- 16.1. Each Party undertakes to the other Party that it shall treat as confidential all information received or obtained as a result of the Proposed Restructuring and/or entering into or performing the Proposed Restructuring which relates to:
- (i) the other party including, where that other party is the Issuer, a Group Company;
  - (ii) the provisions or the subject matter of this Agreement, the Proposed Restructuring, and/or any claim or potential claim thereunder; and
  - (iii) the negotiations relating to this Agreement.
- 16.2. Clause 16.1 does not apply to the provision by a Party of any such information as is referred to in this Clause 16.2:
- (i) to the extent that is required to be disclosed by Applicable Laws, by any rule of a listing authority or stock exchange on which the Issuer's shares are listed or traded, or by any Government Authority with relevant powers to which a Party is subject of submits, provided that the disclosure shall be made after consultation with the other Party and after taking into account the other Party's reasonable requirements as to its timing, content and manner of making or despatch;
  - (ii) to an adviser for the purposes of advising in connection with the Proposed Restructuring provided that such provision of information is essential for these purposes and is on the basis that Clause 16.1 applies to any provision of such information by the adviser;



- (iii) to a director, senior management officer or employee of any Group Company whose function requires him to have the relevant information;
  - (iv) to the extent that the information is or becomes publicly known other than as a result of any breach of Clause 16.1 by the Party providing such information;
  - (v) which is in the possession of the Party providing such information prior to its receipt from the other Party as evidenced by written records;
  - (vi) which is required for the purposes of compliance with the Takeovers Code and the Listing Rules; or
  - (vii) which is required by any Government Authority for the purpose of satisfying the conditions precedent set out in Clause 4.1.
- 16.3. The restrictions contained in this Clause 16 shall continue to apply after the termination of this Agreement and/or Completion without limit in time.

## **17. ANNOUNCEMENT**

- 17.1. Subject to Clause 17.2, no Party may, before or after Completion, make or send a public announcement, communication or circular concerning the Proposed Restructuring unless it has obtained the other Party's prior consent, which may not be unreasonably withheld or delayed.
- 17.2. Clause 13.1 does not apply to a public announcement, communication or circular:
- (i) made or sent by the Issuer or the Subscriber after Completion to any customer, client or supplier of any Group Company informing it of the Subscriber's subscription of interest in the Issuer and/or the settlement of the Creditors Scheme Consideration; or
  - (ii) required by Applicable Laws, by any rule of a listing authority or stock exchange on which a Party's shares are listed or traded (including the Listing Rules), or by any Government Authority with relevant powers to which a Party is subject or submits, provided that the public announcement, communication or circular shall be made after consultation with the other Party and after taking into account the reasonable requirements of the other Party as to its timing, content and manner of making or despatch.

## **18. COUNTERPARTS**

- 18.1. This Agreement may be executed in any number of counterparts by the Parties on separate counterparts, each of which when executed shall constitute an original and all of which when taken together shall constitute one and the same document.

## **19. EXPENSES AND PAYMENTS**

- 19.1. Except where this Agreement or the relevant document provides otherwise, any and all fees and expenses incurred by the Subscriber relating to the negotiation, preparation, execution and performance of this Agreement and of each document referred to in it shall be borne by the Subscriber.
- 19.2. Except where this Agreement or the relevant document provides otherwise, the Issuer shall be responsible for all fees and expenses relating to the negotiation, preparation, execution and performance of this Agreement, including (i) any and all fees and expenses incurred by the Issuer relating to the negotiation, preparation, execution and performance of this Agreement and of each document referred to in it and the Proposed Restructuring, including but not limited to the Creditors Scheme; and (ii) the Creditors Scheme Consideration.
- 19.3. Each Party shall bear its own stamp duty (in equal share if jointly liable) or other Tax liabilities (if applicable) payable in connection with the issuance of the Subscription Shares or other transactions contemplated under this Agreement. Except as otherwise provided in this Agreement, each Party shall be responsible for its own Tax liabilities arising from the issuance of the Subscription Shares or other transactions contemplated under this Agreement.

## **20. FURTHER ASSURANCE**

- 20.1. Each Party agrees to perform (or procure the performance of) all such acts and things and/or to execute and deliver (or procure the execution and delivery of) all such documents, as may be required by law or as may be necessary or reasonably requested by the other Party for giving full effect to and giving the requesting Party the full benefit of this Agreement.

## **21. THIRD PARTY RIGHTS**

- 21.1. Unless expressly provided to the contrary in this Agreement, a person who is not a party to this Agreement 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 Agreement, and whether so provided in this Agreement 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 Agreement.

## **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 irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.


IN WITNESS whereof the duly authorised representatives of the Parties have executed this Agreement on the date first before appearing.

**THE SUBSCRIBER**

**SIGNED** by )  
CHUNG HO WAI ALAN )  
for and on behalf of )  
**CIS FUND OFC – CIS** )  
**OPPORTUNITIES I FUND** )  
In the presence of: )



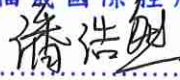
Witness signature:  
Name of witness:

Rita Tam 


**THE ISSUER**

SIGNED by PAN HAORAN )  
for and on behalf of )  
FULLSUN INTERNATIONAL )  
HOLDINGS GROUP CO., LIMITED )  
In the presence of: )

For and on behalf of  
FULLSUN INTERNATIONAL HOLDINGS GROUP CO., LIMITED  
福晟國際控股集團有限公司



.....  
*Authorized Signature(s)*

Witness signature:   
Name of witness: Zeng Siying

**SCHEDULE 1**

**Form of application for the Subscription Shares**

To: **Fullsun International Holdings Group Co., Limited** (the “**Issuer**”)

Date: [\*]

Dear Sirs,

**Re: Application for Shares**

We refer to the subscription agreement dated 11 July 2022 (the “**Agreement**”) entered into between us as the subscriber and you as the issuer. Expressions defined in the Agreement shall have the same meanings where used herein.

Pursuant to the provisions of the Agreement, we hereby apply for the following shares (shares of HK\$0.01 each in the capital of the Issuer) (the “**Shares**”) subject to the Bye-laws in the aggregate amount of HK\$[\*] (the “**Total Subscription Price**”) , at the approximate subscription price of HK\$[\*] per Share.

Pursuant to Clause 5.2(b) of the Agreement, we have made payment for the Shares subscribed hereunder in the sum of HK\$ according to the instructions of the Issuer in full satisfaction of the Total Subscription Price and request the Issuer to register us, whose particulars are set out below, on the branch share register of the Issuer in Hong Kong in accordance with the Bye-laws:

Name	:	[*]
Address	:	[*]
No. of Shares	:	[*]

You are authorised and requested to allot and issue the Shares to the abovenamed and deliver the share certificate(s) in denominations of [\*] Shares each representing the Shares to [\*] at [\*], [\*] Hong Kong (marked for the attention of [\*]), which delivery shall be a sufficient discharge of your obligations for the delivery to us of such certificate(s).

Yours faithfully,  
For and on behalf of  
**CIS FUND OFC – CIS  
OPPORTUNITIES I FUND**

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Name:  
Authorised signatory

## **SCHEDULE 2**

### **Particulars of the Group**

#### **Part A**

### **Particulars of the Issuer**

Company number	:	28597
Date of incorporation	:	9 June 2000
Place of incorporation	:	Bermuda
Stock code (on the Main Board of the Stock Exchange)	:	627
Registered office	:	Clarendon House, 2 Church Street, Hamilton HM11, Bermuda
Head office and principal place of business in Hong Kong	:	Room 2118, 21/F, Leighton Centre, 77 Leighton Road, Causeway Bay, Hong Kong
Authorised share capital	:	50,000,000,000 Shares of HK\$0.01 each
Issued share capital	:	11,365,386,067 Shares
Directors	:	<i>Executive directors</i> Pan Haoran Li Jinrong  <i>Independent non-executive directors</i> Kong Tat Yee Yau Pak Yue Zheng Zhen
Secretary	:	Xu Jing
Financial year end	:	31 December
Auditor	:	PKF Hong Kong Limited

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## **Part B**

### **Particulars of the Subsidiaries**

Company name	: SUNNY PAVILION VENTURES LIMITED
Company number	: 1965933
Date of incorporation	: 3 January 2018
Place of incorporation	: British Virgin Islands
Shareholding	: Fullsun International Holdings Group Co., Limited
Registered office	: Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands
Head office and principal place of business in Hong Kong	: Room 2118, 21/F, Leighton Centre, 77 Leighton Road, Causeway Bay, Hong Kong
Principal activities	: Business Holding
Authorised share capital	: 50,000 Shares of single class each with a par value of USD1.00
Issued share capital	: 10,000 Shares
Directors	: Li Jinrong
Secretary	: N/A

Company name : INTELLIGENT LEAD HOLDINGS LIMITED

Company number : 1804369

Date of incorporation : 2 January 2014

Place of incorporation : British Virgin Islands

Shareholding : Sunny Pavilion Ventures Limited

Registered office : Vistra Corporate Services Centre, Wickhams Cay II,  
Road Town, Tortola, VG1110, British Virgin Islands

Head office and principal  
place of business in Hong  
Kong : Room 2118, 21/F, Leighton Centre, 77 Leighton Road,  
Causeway Bay, Hong Kong

Principal activities : Business Holding

Authorised share capital : 50,000 Shares of single class each with a par value of  
USD1.00

Issued share capital : 1 Share

Directors : Li Jinrong  
Grant Chien  
Chan Wai Ming Henry (Alternate to Grant Chien)

Secretary : N/A



Company name : Easy Yield Holdings Limited

Company number : 1791961

Date of incorporation : 24 September 2013

Place of incorporation : British Virgin Islands

Shareholding : Sunny Pavilion Ventures Limited

Registered office : Vistra Corporate Services Centre, Wickhams Cay II,  
Road Town, Tortola, VG1110, British Virgin Islands

Head office and principal  
place of business in Hong  
Kong : Room 2118, 21/F, Leighton Centre, 77 Leighton Road,  
Causeway Bay, Hong Kong

Principal activities : Business Holding

Authorised share capital : 50,000 Shares of single class each with a par value of  
USD1.00

Issued share capital : 1 Share

Directors : Li Jinrong

Secretary : N/A

Company name : Rosy Success Group Limited

Company number : 1801009

Date of incorporation : 28 November 2013

Place of incorporation : British Virgin Islands

Shareholding : Sunny Pavilion Ventures Limited

Registered office : Vistra Corporate Services Centre, Wickhams Cay II,  
Road Town, Tortola, VG1110, British Virgin Islands

Head office and principal  
place of business in Hong  
Kong : Room 2118, 21/F, Leighton Centre, 77 Leighton Road,  
Causeway Bay, Hong Kong

Principal activities : Business Holding

Authorised share capital : 50,000 Shares of single class each with a par value of  
USD1.00

Issued share capital : 1 Share

Directors : Li Jinrong

Secretary : N/A

Company name : Giant Astute Limited

Company number : 1967823

Date of incorporation : 18 January 2018

Place of incorporation : British Virgin Islands

Shareholding : Sunny Pavilion Ventures Limited

Registered office : Vistra Corporate Services Centre, Wickhams Cay II,  
Road Town, Tortola, VG1110, British Virgin Islands

Head office and principal  
place of business in Hong  
Kong : Room 2118, 21/F, Leighton Centre, 77 Leighton Road,  
Causeway Bay, Hong Kong

Principal activities : Business Holding

Authorised share capital : 50,000 Shares of single class each with a par value of  
USD1.00

Issued share capital : 50,000 Shares

Directors : Li Jinrong

Secretary : N/A

Company name : TRILLION FORTUNE GROUP LIMITED

Company number : 1967826

Date of incorporation : 18 January 2018

Place of incorporation : British Virgin Islands

Shareholding : Sunny Pavilion Ventures Limited

Registered office : Vistra Corporate Services Centre, Wickhams Cay II,  
Road Town, Tortola, VG1110, British Virgin Islands

Head office and principal  
place of business in Hong  
Kong : Room 2118, 21/F, Leighton Centre, 77 Leighton Road,  
Causeway Bay, Hong Kong

Principal activities : Business Holding

Authorised share capital : 50,000 Shares of single class each with a par value of  
USD1.00

Issued share capital : 50,000 Shares

Directors : Li Jinrong

Secretary : N/A

Company name : BROAD PRAISE HOLDINGS LIMITED

Company number : 1968984

Date of incorporation : 30 January 2018

Place of incorporation : British Virgin Islands

Shareholding : Sunny Pavilion Ventures Limited

Registered office : Vistra Corporate Services Centre, Wickhams Cay II,  
Road Town, Tortola, VG1110, British Virgin Islands

Head office and principal  
place of business in Hong  
Kong : Room 2118, 21/F, Leighton Centre, 77 Leighton Road,  
Causeway Bay, Hong Kong

Principal activities : Business Holding

Authorised share capital : 50,000 Shares of single class each with a par value of  
USD1.00

Issued share capital : 50,000 Shares

Directors : Li Jinrong

Secretary : N/A

Company name : Vivalink Limited

Company number : 1847293

Date of incorporation : 29 October 2014

Place of incorporation : British Virgin Islands

Shareholding : Sunny Pavilion Ventures Limited

Registered office : Vistra Corporate Services Centre, Wickhams Cay II,  
Road Town, Tortola, VG1110, British Virgin Islands

Head office and principal  
place of business in Hong  
Kong : Room 2118, 21/F, Leighton Centre, 77 Leighton Road,  
Causeway Bay, Hong Kong

Principal activities : Business Holding

Authorised share capital : 50,000 Shares of single class each with a par value of  
USD1.00

Issued share capital : 50,000 Shares

Directors : Pan Haoran

Secretary : N/A

Company name : Smart Agility Limited

Company number : 1968986

Date of incorporation : 30 January 2018

Place of incorporation : British Virgin Islands

Shareholding : Sunny Pavilion Ventures Limited

Registered office : Vistra Corporate Services Centre, Wickhams Cay II,  
Road Town, Tortola, VG1110, British Virgin Islands

Head office and principal  
place of business in Hong  
Kong : Room 2118, 21/F, Leighton Centre, 77 Leighton Road,  
Causeway Bay, Hong Kong

Principal activities : Business Holding

Authorised share capital : 50,000 Shares of single class each with a par value of  
USD1.00

Issued share capital : 10,000 Shares

Directors : Li Jinrong

Secretary : N/A

Company name : Jungle King International Limited

Company number : 1965504

Date of incorporation : 2 January 2018

Place of incorporation : British Virgin Islands

Shareholding : Sunny Pavilion Ventures Limited

Registered office : Vistra Corporate Services Centre, Wickhams Cay II,  
Road Town, Tortola, VG1110, British Virgin Islands

Head office and principal  
place of business in Hong  
Kong : Room 2118, 21/F, Leighton Centre, 77 Leighton Road,  
Causeway Bay, Hong Kong

Principal activities : Business Holding

Authorised share capital : 50,000 Shares of single class each with a par value of  
USD1.00

Issued share capital : 10,000 Shares

Directors : Li Jinrong

Secretary : N/A



Company name : Flourishing Origin Limited

Company number : 1967526

Date of incorporation : 16 January 2018

Place of incorporation : British Virgin Islands

Shareholding : Sunny Pavilion Ventures Limited

Registered office : Vistra Corporate Services Centre, Wickhams Cay II,  
Road Town, Tortola, VG1110, British Virgin Islands

Head office and principal  
place of business in Hong  
Kong : Room 2118, 21/F, Leighton Centre, 77 Leighton Road,  
Causeway Bay, Hong Kong

Principal activities : Business Holding

Authorised share capital : 50,000 Shares of single class each with a par value of  
USD1.00

Issued share capital : 10,000 Shares

Directors : Li Jinrong

Secretary : N/A

Company name : Prosperous Kindness Limited

Company number : 1972697

Date of incorporation : 13 March 2018

Place of incorporation : British Virgin Islands

Shareholding : Sunny Pavilion Ventures Limited

Registered office : Vistra Corporate Services Centre, Wickhams Cay II,  
Road Town, Tortola, VG1110, British Virgin Islands

Head office and principal  
place of business in Hong  
Kong : Room 2118, 21/F, Leighton Centre, 77 Leighton Road,  
Causeway Bay, Hong Kong

Principal activities : Business Holding

Authorised share capital : 50,000 Shares of single class each with a par value of  
USD1.00

Issued share capital : 10,000 Shares

Directors : Li Jinrong

Secretary : N/A

Company name : Keen Lucent Limited

Company number : 1971654

Date of incorporation : 28 February 2018

Place of incorporation : British Virgin Islands

Shareholding : Sunny Pavilion Ventures Limited

Registered office : Vistra Corporate Services Centre, Wickhams Cay II,  
Road Town, Tortola, VG1110, British Virgin Islands

Head office and principal  
place of business in Hong  
Kong : Room 2118, 21/F, Leighton Centre, 77 Leighton Road,  
Causeway Bay, Hong Kong

Principal activities : Business Holding

Authorised share capital : 50,000 Shares of single class each with a par value of  
USD1.00

Issued share capital : 10,000 Shares

Directors : Li Jinrong

Secretary : N/A

Company name : Refined Fortune Limited

Company number : 1971075

Date of incorporation : 21  
February 2018

Place of incorporation : British Virgin Islands

Shareholding : Sunny Pavilion Ventures Limited

Registered office : Vistra Corporate Services Centre, Wickhams Cay II,  
Road Town, Tortola, VG1110, British Virgin Islands

Head office and principal  
place of business in Hong  
Kong : Room 2118, 21/F, Leighton Centre, 77 Leighton Road,  
Causeway Bay, Hong Kong

Principal activities : Business Holding

Authorised share capital : 50,000 Shares of single class each with a par value of  
USD1.00

Issued share capital : 10,000 Shares

Directors : Li Jinrong

Secretary : N/A

Company name : Multi Success Trading Limited

Company number : 2011992

Date of incorporation : 13 December 2013

Place of incorporation : Hong Kong

Shareholding : Intelligent Lead Holdings Limited

Registered office : Room 2118, 21/F, Leighton Centre, 77 Leighton Road,  
Causeway Bay, Hong Kong

Head office and principal  
place of business in Hong  
Kong : Room 2118, 21/F, Leighton Centre, 77 Leighton Road,  
Causeway Bay, Hong Kong

Principal activities : Business Holding

Authorised share capital : 1,000,000 Shares of ordinary class each with a par  
value of HKD1.00

Issued share capital : 1,000,000 Shares

Directors : Li Jinrong  
Grant Chien  
Chan Wai Ming Henry (Alternate to Grant Chien)

Secretary : All Treasure International Limited

Company name : All Treasure International Limited

Company number : 1989471

Date of incorporation : 1 November 2013

Place of incorporation : Hong Kong

Shareholding : Easy Yield Holdings Limited

Registered office : Room 2118, 21/F, Leighton Centre, 77 Leighton Road,  
Causeway Bay, Hong Kong

Head office and principal  
place of business in Hong  
Kong : Room 2118, 21/F, Leighton Centre, 77 Leighton Road,  
Causeway Bay, Hong Kong

Principal activities : Business Holding

Authorised share capital : 1 Share of ordinary class each with a par value of  
HKD1.00

Issued share capital : 1 Share

Directors : Li Jinrong

Secretary : Leung Ching Man

Company name : Success Way Creation Limited

Company number : 1982234

Date of incorporation : 18 October 2013

Place of incorporation : Hong Kong

Shareholding : Rosy Success Group Limited

Registered office : Room 2118, 21/F, Leighton Centre, 77 Leighton Road,  
Causeway Bay, Hong Kong

Head office and principal  
place of business in Hong  
Kong : Room 2118, 21/F, Leighton Centre, 77 Leighton Road,  
Causeway Bay, Hong Kong

Principal activities : Business Holding

Authorised share capital : 1 Share of ordinary class each with a par value of  
HKD1.00

Issued share capital : 1 Share

Directors : Li Jinrong

Secretary : All Treasure International Limited

Company name : Gold Asset Investment Limited

Company number : 2043502

Date of incorporation : 27 February 2014

Place of incorporation : Hong Kong

Shareholding : Giant Astute Limited

Registered office : 22/F, Prince' s Building, 10 Charter Road, Central,  
Hong Kong

Head office and principal  
place of business in Hong  
Kong : 22/F, Prince' s Building, 10 Charter Road, Central,  
Hong Kong

Principal activities : Business Holding

Authorised share capital : 1 Share of ordinary class each with a par value of  
HKD1.00

Issued share capital : 1 Share

Directors : Li Jinrong  
Kong Cheuk Man  
Yip To Chun

Secretary : All Treasure International Limited



Company name : Wise Think Global Limited

Company number : 1557136

Date of incorporation : 18 November 2009

Place of incorporation : British Virgin Islands

Shareholding : Giant Astute Limited

Registered office : OMC Chambers, Wickhams Cay I, Road Town,  
Tortola, VG1110, British Virgin Islands

Head office and principal  
place of business in Hong  
Kong : 22/F, Prince's Building, 10 Charter Road, Central,  
Hong Kong

Principal activities : Business Holding

Authorised share capital : 2 Shares of single class each with a par value of  
USD1.00

Issued share capital : 2 Shares

Directors : Yip To Chun

Secretary : N/A

Company name : Yield Luck International Group Limited

Company number : 2686635

Date of incorporation : 26 April 2018

Place of incorporation : Hong Kong

Shareholding : Trillion Fortune Group Limited

Registered office : Room 2118, 21/F, Leighton Centre, 77 Leighton Road,  
Causeway Bay, Hong Kong

Head office and principal  
place of business in Hong  
Kong : Room 2118, 21/F, Leighton Centre, 77 Leighton Road,  
Causeway Bay, Hong Kong

Principal activities : Business Holding

Authorised share capital : 10,000 Shares of ordinary class each with a par value of  
HKD1.00

Issued share capital : 10,000 Shares

Directors : Li Jinrong

Secretary : All Treasure International Limited

Company name : Grand Mars Investment Limited

Company number : 2685666

Date of incorporation : 24 April 2018

Place of incorporation : Hong Kong

Shareholding : Smart Agility Limited

Registered office : Room 2118, 21/F, Leighton Centre, 77 Leighton Road,  
Causeway Bay, Hong Kong

Head office and principal  
place of business in Hong  
Kong : Room 2118, 21/F, Leighton Centre, 77 Leighton Road,  
Causeway Bay, Hong Kong

Principal activities : Business Holding

Authorised share capital : 10,000 Shares of ordinary class each with a par value of  
HKD1.00

Issued share capital : 10,000 Shares

Directors : Li Jinrong

Secretary : All Treasure International Limited

Company name : Joint Bloom Investment International Limited

Company number : 2677420

Date of incorporation : 9 April 2018

Place of incorporation : Hong Kong

Shareholding : Jungle King International Limited

Registered office : Room 2118, 21/F, Leighton Centre, 77 Leighton Road,  
Causeway Bay, Hong Kong

Head office and principal  
place of business in Hong  
Kong : Room 2118, 21/F, Leighton Centre, 77 Leighton Road,  
Causeway Bay, Hong Kong

Principal activities : Business Holding

Authorised share capital : 10,000 Shares of ordinary class each with a par value of  
HKD1.00

Issued share capital : 10,000 Shares

Directors : Li Jinrong

Secretary : All Treasure International Limited

Company name : Oceanic Profit International Limited

Company number : 2677408

Date of incorporation : 9 April 2018

Place of incorporation : Hong Kong

Shareholding : Flourishing Origin Limited

Registered office : Room 2118, 21/F, Leighton Centre, 77 Leighton Road,  
Causeway Bay, Hong Kong

Head office and principal  
place of business in Hong  
Kong : Room 2118, 21/F, Leighton Centre, 77 Leighton Road,  
Causeway Bay, Hong Kong

Principal activities : Business Holding

Authorised share capital : 10,000 Shares of ordinary class each with a par value of  
HKD1.00

Issued share capital : 10,000 Shares

Directors : Li Jinrong

Secretary : All Treasure International Limited

Company name : Yuan Hing Limited

Company number : 2685651

Date of incorporation : 24 April 2018

Place of incorporation : Hong Kong

Shareholding : Prosperous Kindness Limited

Registered office : Room 2118, 21/F, Leighton Centre, 77 Leighton Road,  
Causeway Bay, Hong Kong

Head office and principal  
place of business in Hong  
Kong : Room 2118, 21/F, Leighton Centre, 77 Leighton Road,  
Causeway Bay, Hong Kong

Principal activities : Business Holding

Authorised share capital : 10,000 Shares of ordinary class each with a par value of  
HKD1.00

Issued share capital : 10,000 Shares

Directors : Li Jinrong

Secretary : All Treasure International Limited

Company name : Shiney Investment Limited

Company number : 2685656

Date of incorporation : 24 April 2018

Place of incorporation : Hong Kong

Shareholding : Keen Lucent Limited

Registered office : Room 2118, 21/F, Leighton Centre, 77 Leighton Road,  
Causeway Bay, Hong Kong

Head office and principal  
place of business in Hong  
Kong : Room 2118, 21/F, Leighton Centre, 77 Leighton Road,  
Causeway Bay, Hong Kong

Principal activities : Business Holding

Authorised share capital : 10,000 Shares of ordinary class each with a par value of  
HKD1.00

Issued share capital : 10,000 Shares

Directors : Li Jinrong

Secretary : All Treasure International Limited

Company name : Zing Harvest Group Limited

Company number : 2685660

Date of incorporation : 24 April 2018

Place of incorporation : Hong Kong

Shareholding : Refined Fortune Limited

Registered office : Room 2118, 21/F, Leighton Centre, 77 Leighton Road,  
Causeway Bay, Hong Kong

Head office and principal  
place of business in Hong  
Kong : Room 2118, 21/F, Leighton Centre, 77 Leighton Road,  
Causeway Bay, Hong Kong

Principal activities : Business Holding

Authorised share capital : 10,000 Shares of ordinary class each with a par value of  
HKD1.00

Issued share capital : 10,000 Shares

Directors : Li Jinrong

Secretary : All Treasure International Limited



## 湖南福晟集团有限公司的详情

Company name : 湖南福晟集团有限公司

Place of incorporation : 湖南省长沙市

Unified Social Credit Identifier : 91430000675582504E

Date of incorporation : 2008年6月18日

Operating period : 2008年6月18日至长期

Types of enterprises : 有限责任公司（外商投资企业法人独资）

Registered office : 长沙市岳麓区观沙岭街道潇湘北路三段859号福晟商务大厦42楼

Registered capital : 人民币44500万元元

Paid-up capital : 人民币44500万元元

Legal representative : 江榭

Investor(s)	Name	Ownership(%)
	福州胜创投资有限公司	100

Director(s) : 江榭

Business Scope : 以自有合法资产开展房地产投资（不得从事股权投资、债权投资、短期财务性投资及面对特定对象开展受托资产管理等金融业务，不得从事吸收存款、集资收款、受托贷款、发行票据、发放贷款等国家金融监管及财政信用业务）。农业综合技术开发；基础设施开发；经济技术咨询服务；农产品加工；家用电器、电子产品、机械电子设备、五金交电、建筑材料、日用百货的销售。（依法须经批准的项目，经相关部门批准后方可开展经营活动）。

Subsidiaries : 湖南玮隆房地产开发有限公司 (直接持有100%)  
湖南中旅房地产发展有限公司 (直接持有49%)  
湖南福晟房地产开发有限公司 (直接持有51%)  
湖南兴汝城房地产开发有限公司 (直接持有51%)

### 湖南玮隆房地产开发有限公司的详情

Company name : 湖南玮隆房地产开发有限公司

Place of incorporation : 湖南省长沙市

Unified Social Credit Identifier : 91430000794725109W

Date of incorporation : 2006年11月13日

Operating period : 2006年11月13日至长期

Types of enterprises : 有限责任公司（自然人投资或控股的法人独资）

Registered office : 湖南省长沙市天心区友谊路958号克拉美丽山庄会所106房

Registered capital : 人民币40000万元

Paid-up capital : 人民币40000万元

Legal representative : 冯雪薇

Investor(s) : 

Name	Ownership(%)
湖南福晟集团有限公司	100

Director(s) : 冯雪薇

Business Scope : 凭本企业有效房地产开发资质证书从事房地产开发、经营。

Subsidiaries : 湖南中旅房地产发展有限公司(直接持有49%)

### 湖南中旅房地产发展有限公司的详情

Company name : 湖南中旅房地产发展有限公司

Place of incorporation : 湖南省长沙市

Unified Social Credit Identifier : 91430000666325418C

Date of incorporation : 2007年9月20日

Opeating period : 2007年9月20日至2027年9月19日

Types of enterprises : 有限责任公司（自然人投资或控股）

Registered office : 长沙市天心区芙蓉南路398号（新时空1号10楼）

Registered capital : 人民币15882万元

Paid-up capital : 人民币15882元

Legal representative : 冯雪薇

Investor(s) : 

Name	Ownership(%)
湖南玮隆房地产开发有限公司	49
湖南福晟集团有限公司	51

Director(s) : 冯雪薇

Business Scope : 凭本企业《房地产开发企业暂定资质证书》从事房地产开发项目。

Subsidiaries : 無

## 长沙嘉实房地产开发有限公司的详情

Company name : 长沙嘉实房地产开发有限公司

Place of incorporation : 湖南省长沙市

Unified Social Credit Identifier : 91430100MA4PAMGG44

Date of incorporation : 2017年12月19日

Opeating period : 2017年12月19日日至2077年12月18日

Types of enterprises : 有限责任公司（自然人投资或控股的法人独资）

Registered office : 湖南省长沙市天心区芙蓉中路三段600号玮苑12栋2011房

Registered capital : 人民币3000万元

Paid-up capital : 人民币0元

Legal representative : 曾翠连

Investor(s)	Name	Ownership(%)
	福州胜创投资有限公司	100

Director(s) : 曾翠连

Business Scope : 房地产开发经营；自有房地产经营活动；（依法须经批准的项目，经相关部门批准后方可开展经营活动）

Subsidiaries : 湖南正昊置业发展有限公司(直接持有51%)  
长沙嘉浩商业管理有限公司(直接持有100%)  
湖南晟冉房地产开发有限公司(直接持有48%)  
湖南亚太美立方投资置业有限公司(直接持有48.387%)

## 湖南福晟房地产开发有限公司的详情

Company name : 湖南福晟房地产开发有限公司

Place of incorporation : 湖南省长沙市

Unified Social Credit Identifier : 91430000696232853D

Date of incorporation : 2009年11月5日

Operating period : 2009年11月5日日至2059年11月4日

Types of enterprises : 有限责任公司（外商投资企业与内资合资）

Registered office : 长沙市开福区兴联路360号福晟世家小区A1栋101

Registered capital : 人民币40080.65万元

Paid-up capital : 人民币40080.65万元

Legal representative : 江捷

Investor(s)	Name	Ownership(%)
	湖南福晟集团有限公司	51
	成润（福建）商业管理有限公司	49

Director(s) : 江捷

Business Scope : 从事房地产开发、经营。（依法须经批准的项目，经相关部门批准后方可开展经营活动）

Subsidiaries : 無

**湖南隆祥房地产开发有限公司的详情**

Company name : 湖南隆祥房地产开发有限公司

Place of incorporation : 湖南省长沙市

Unified Social Credit Identifier : 91430000077157604Y

Date of incorporation : 2013年8月23日

Operating period : 2013年8月23日至2063年8月22日

Types of enterprises : 其他有限责任公司

Registered office : 长沙市岳麓区银杉路610号金麓西岸·和苑1-16栋2单元202号房

Registered capital : 人民币12041万元

Paid-up capital : 人民币12041万元

Legal representative : 胡蓉

Investor(s) : 

Name	Ownership(%)
湖南福晟集团有限公司	49
湖南玮隆房地产开发有限公司	51

Director(s) : 胡蓉

Business Scope : 长沙市岳麓区银杉路610号金麓西岸·和苑1-16栋2单元202号房

Subsidiaries : 無

湖南晟冉房地产开发有限公司的详情

Company name : 湖南晟冉房地产开发有限公司

Place of incorporation : 湖南省长沙市

Unified Social Credit Identifier : 91430100077162606X

Date of incorporation : 2013年8月23日

Operating period : 2013年8月23日至2063年8月22日

Types of enterprises : 其他有限责任公司

Registered office : 长沙市兴联路360号福晟世家小区A1栋101

Registered capital : 人民币6312.5万元

Paid-up capital : 人民币3030元

Legal representative : 冯雪薇

Investor(s)	Name	Ownership(%)
	长沙嘉实房地产开发有限公司	48
	湖南晟泓达房地产开发有限公司	52

Director(s) : 冯雪薇

Business Scope : 房地产开发经营、物业管理、房屋租赁、场地租赁、房地产中介服务（依法须经批准的项目，经相关部门批准后方可开展经营活动）

Subsidiaries : 無

### 湖南兴汝房地产开发有限公司的详情

Company name : 湖南兴汝房地产开发有限公司

Place of incorporation : 湖南省长沙市

Unified Social Credit Identifier : 91430000712159773B

Date of incorporation : 1999年6月10日

Operating period : 1999年6月10日至2049年6月9日

Types of enterprises : 其他有限责任公司

Registered office : 长沙市天心区芙蓉中路三段472号交通科技研究院8楼

Registered capital : 人民币102000万元

Paid-up capital : 人民币5000元

Legal representative : 刘启营

Investor(s) : 

Name	Ownership(%)
湖南福晟集团有限公司	51
中航信托股份有限公司	49

Director(s) : 刘启营

Business Scope : 房地产开发、经营；室内装修设计；建筑材料及装饰材料、化工原料（不含危险品和监控品）、五金工具、卫生洁具、办公用品、汽车配件、日杂百货、金属材料的销售。（依法须经批准的项目，经相关部门批准后方可开展经营活动）

Subsidiaries : 無



### 湖南亚太美立方投资置业有限公司的详情

Company name : 湖南亚太美立方投资置业有限公司

Place of incorporation : 湖南省长沙市

Unified Social Credit Identifier : 91430103578606076Q

Date of incorporation : 2011年6月30日

Operating period : 2011年6月30日至2061年6月29日

Types of enterprises : 其他有限责任公司

Registered office : 湖南省长沙市天心区南拖街道中意二路595号

Registered capital : 人民币3100万元

Paid-up capital : 人民币2500万元

Legal representative : 曾翠连

Investor(s)	Name	Ownership(%)
	湖南晟泓达房地产开发有限公司	51.6129
	长沙嘉实房地产开发有限公司	48.3871

Director(s) : 曾翠连

Business Scope : 房地产开发经营；自有房地产经营活动；物业管理。（依法须经批准的项目，经相关部门批准后方可开展经营活动）

Subsidiaries : 無

### 湖南德瑞达房地产开发有限公司的详情

Company name : 湖南德瑞达房地产开发有限公司

Place of incorporation : 湖南省长沙市

Unified Social Credit Identifier : 91430104MA4PB7CJ88

Date of incorporation : 2017年12月28日

Operating period : 2017年12月28日至2067年12月27日

Types of enterprises : 有限责任公司（非自然人投资或控股的法人独资）

Registered office : 湖南省长沙市岳麓区梅溪湖街道嘉顺苑小区商业楼1号栋二楼218房

Registered capital : 人民币5000万元

Paid-up capital : 人民币湖南省长沙市岳麓区梅溪湖街道嘉顺苑小区商业楼1号栋二楼218房元

Legal representative : 江捷

Investor(s) : 

Name	Ownership(%)
福州康安利信投资有限公司	100

Director(s) : 江捷

Business Scope : 房地产开发经营；自有房地产经营活动；（依法须经批准的项目，经相关部门批准后方可开展经营活动）

Subsidiaries : 無

## 长沙卓丰利信建材贸易有限公司的详情

Company name : 长沙卓丰利信建材贸易有限公司

Place of incorporation : 湖南省长沙市

Unified Social Credit Identifier : 91430105MA7EN7816Q

Date of incorporation : 2021年12月16日

Opeating period : 2021年12月16日至2071年12月15日

Types of enterprises : 有限责任公司（自然人投资或控股的法人独资）

Registered office : 湖南省长沙市开福区秀峰街道兴联路356号晟冉景苑8号商业楼2036

Registered capital : 人民币100万元

Paid-up capital : 人民币0元

Legal representative : 曹松成

Investor(s)	Name	Ownership(%)
	曹松成	30
	官曾华	70

Director(s) : 曹松成

Business Scope : 一般项目：建筑材料销售；机械设备销售；建筑装饰材料销售；五金产品批发；电工器材销售；金属制品销售；高性能有色金属及合金材料销售；房地产经纪；（除依法须经批准的项目外，凭营业执照依法自主开展经营活动）。  
许可项目：房地产开发经营（依法须经批准的项目，经相关部门批准后方可开展经营活动，具体经营项目以相关部门批准文件或许可证件为准）（以公司登记机关核准为准）

Subsidiaries : 無

### 长沙嘉浩商业管理有限公司的详情

Company name	: 长沙嘉浩商业管理有限公司	
Place of incorporation	: 湖南省长沙市	
Unified Social Credit Identifier	: 91430105MA7EP8WW65	
Date of incorporation	: 2021年12月13日	
Operating period	: 2021年12月13日至2071年12月12日	
Types of enterprises	: 有限责任公司（自然人投资或控股的法人独资）	
Registered office	: 湖南省长沙市开福区兴联路356号晟冉景苑8号商业楼2038	
Registered capital	: 人民币300万元	
Paid-up capital	: 人民币0元	
Legal representative	: 姚昭	
Investor(s)	: Name	Ownership (%)
	: 长沙嘉实房地产开发有限公司	300
Director(s)	: 姚昭	
Business Scope	: 商业综合体管理服务；非居住房地产租赁；房地产经纪；信息咨询服务（不含许可类信息咨询服务）；物业管理；房地产咨询；住房租赁；酒店管理；企业管理；企业管理咨询。（除依法须经批准的项目外，凭营业执照依法自主开展经营活动）许可项目：房地产开发经营；住宿服务。（依法须经批准的项目，经相关部门批准后方可开展经营活动，具体经营项目以相关部门批准文件或许可证件为准）	
Subsidiaries	: 湖南晟泓达房地产开发有限公司(直接持有100%)	

## 湖南晟泓达房地产开发有限公司的详情

Company name : 湖南晟泓达房地产开发有限公司

Place of incorporation : 湖南省长沙市

Unified Social Credit Identifier : 91430105MA7DNXGT6C

Date of incorporation : 2021年12月20日

Opeating period : 2021年12月20日至2071年12月19日

Types of enterprises : 有限责任公司（自然人投资或控股的法人独资）

Registered office : 湖南省长沙市开福区秀峰街道兴联路356号晟冉景苑8号商业楼2040

Registered capital : 人民币200万元

Paid-up capital : 人民币0元

Legal representative : 江捷

Investor(s) : 名称 拥有权益(%)  
长沙嘉浩商业管理有限公司 100

Director(s) : 江捷

Business Scope : 许可项目：房地产开发经营。（依法须经批准的项目，经相关部门批准后方可开展经营活动，具体经营项目以相关部门批准文件或许可证件为准）一般项目：房地产经纪；物业管理；房地产咨询。（除依法须经批准的项目外，凭营业执照依法自主开展经营活动）

Subsidiaries : 湖南晟冉房地产开发有限公司(直接持有52%)  
湖南正昊置业发展有限公司(直接持有49%)

### 湖南正昊置业发展有限公司的详情

Company name : 湖南正昊置业发展有限公司

Place of incorporation : 湖南省长沙市

Unified Social Credit Identifier : 91430100183853021L

Date of incorporation : 1993年3月10日

Operating period : 1993年3月10日至2043年3月9日

Types of enterprises : 其他有限责任公司

Registered office : 长沙市天心区新开铺路423号

Registered capital : 人民币3000万元

Paid-up capital : 人民币3000万元

Legal representative : 江捷

Investor(s) : 

Name	Ownership(%)
湖南晟泓达房地产开发有限公司	49
长沙嘉实房地产开发有限公司	51

Director(s) : 江捷

Business Scope : 房地产开发经营。（依法需经批准的项目，经相关部门批准后方可开展经营活动）

Subsidiaries : 無

### 福州福晟集团有限公司的详情

Company name	:	福州福晟集团有限公司				
Place of incorporation	:	福建省福州市				
Unified Social Credit Identifier	:	91350100727927958T				
Date of incorporation	:	2001/6/12				
Operating period	:	2001/6/12-2051/6/11				
Types of enterprises	:	有限责任公司（外国法人独资）				
Registered office	:	福州市鼓楼区杨桥东路19号‘衣锦华庭’5号楼首层				
Registered capital	:	5000万美元				
Paid-up capital	:	5000万美元				
Legal representative	:	江隼				
Investor(s)	:	<table><thead><tr><th>Name</th><th>Ownership(%)</th></tr></thead><tbody><tr><td>隆通有限公司</td><td>100%</td></tr></tbody></table>	Name	Ownership(%)	隆通有限公司	100%
Name	Ownership(%)					
隆通有限公司	100%					
Director(s)	:	江隼				
Business Scope	:	资产管理；企业管理咨询服务；园林建筑、园林绿化工程；建筑装饰工程；建筑材料、机械设备、装饰材料、五金交电（不含电动自行车）、金属制品的批发（以上商品进出口不涉及国营贸易、进出口配额许可证、出口配额招标、出口许可证等专项管理的商品；以上Business Scope凡涉及行政许可的项目应在取得有关部门批准或许可后方可经营）。				
Subsidiaries	:	深圳市璟鸿投资咨询有限公司(直接持有100%) 上海福晟置业有限公司(直接持有49%)				

福建福晟投资有限公司的详情

Company name : 福建福晟投资有限公司

Place of incorporation : 福建省福州市

Unified Social Credit Identifier : 9135010533750292XP

Date of incorporation : 2015/4/15

Operating period : 2015/4/15 - 2045/4/14

Types of enterprises : 有限责任公司（自然人投资或控股的法人独资）

Registered office : 福州开发区君竹路83号科技发展中心大楼第五层55-6室

Registered capital : 人民币5000万元

Paid-up capital : 0

Legal representative : 陈伟红

Investor(s) : 

Name	Ownership(%)
福州胜创投资有限公司	100%

Director(s) : 陈伟红

Business Scope : 对房地产、工业、农业、商业的投资；物业管理；房地产开发；建筑材料、装饰材料、建筑设备、五金交电（不含电动自行车）、电子器材的批发、代购代销。

Subsidiaries : 宁德市碧晟房地产开发有限公司(直接持有34%)



### 福建福晟闽长投资有限公司的详情

Company name : 福建福晟闽长投资有限公司

Place of incorporation : 福建省福州市

Unified Social Credit Identifier : 91350105337502583N

Date of incorporation : 2015/4/15

Operating period : 2015/4/15 - 2045/4/14

Types of enterprises : 有限责任公司（自然人投资或控股的法人独资）

Registered office : 福州开发区君竹路83号科技发展中心大楼第五层55-7室

Registered capital : 人民币5000万元

Paid-up capital : 0

Legal representative : 潘浩然

Investor(s) : 

Name	Ownership(%)
福州胜创投资有限公司	100%

Director(s) : 潘浩然

Business Scope : 资产管理；企业管理咨询服务；园林建筑、园林绿化工程；建筑装饰工程；建筑材料、机械设备、装饰材料、五金交电（不含电动自行车）、金属制品的批发（以上商品进出口不涉及国营贸易、进出口配额许可证、出口配额招标、出口许可证等专项管理的商品；以上Business Scope凡涉及行政许可的项目应在取得有关部门批准或许可后方可经营）。

Subsidiaries : 福州福利华投资有限公司(直接持有5%)

### 福州宣晟投资有限公司的详情

Company name : 福州宣晟投资有限公司

Place of incorporation : 福建省福州市

Unified Social Credit Identifier : 91350100MA34Q84R68

Date of incorporation : 2020/9/23

Operating period : 2020/9/23-长期

Types of enterprises : 有限责任公司（自然人投资或控股的法人独资）

Registered office : 福建省福州市晋安区福兴大道3号福晟大厦21层2103-1单元

Registered capital : 人民币 1000万元

Paid-up capital : 0

Legal representative : 利锦荣

Investor(s) : 

Name	Ownership(%)
深圳钱隆实业有限公司	100%

Director(s) : 利锦荣

Business Scope : 一般项目：以自有资金从事投资活动；房地产咨询（除依法须经批准的项目外，凭营业执照依法自主开展经营活动）

Subsidiaries : 无

### 福州康安利信投资有限公司的详情

Company name	:	福州康安利信投资有限公司				
Place of incorporation	:	福建省福州市				
Unified Social Credit Identifier	:	91350100MA2YYGFB6D				
Date of incorporation	:	2017/12/6				
Operating period	:	2017/12/6- 2067/12/5				
Types of enterprises	:	有限责任公司（自然人投资或控股的法人独资）				
Registered office	:	福建省福州市仓山区朝阳路150号菖蒲新区6号一层305室				
Registered capital	:	人民币1000万元				
Paid-up capital	:	人民币1000万元				
Legal representative	:	利锦荣				
Investor(s)	:	<table><thead><tr><th>Name</th><th>Ownership(%)</th></tr></thead><tbody><tr><td>卓弘（福建）建材贸易有限公司</td><td>100%</td></tr></tbody></table>	Name	Ownership(%)	卓弘（福建）建材贸易有限公司	100%
Name	Ownership(%)					
卓弘（福建）建材贸易有限公司	100%					
Director(s)	:	利锦荣、吴继红、Grant Chien				
Business Scope	:	对农业、林业、工业、矿业、房地产业、建筑业、酒店业、水利电力业、教育业、医疗业、旅游业、交通运输业、贸易业的投资；建筑材料、装饰装修材料的批发、代购代销				
Subsidiaries	:	湖南德瑞达房地产开发有限公司(直接持有100%)				

## 成润（福建）商业管理有限公司的详情

Company name	:	成润（福建）商业管理有限公司				
Place of incorporation	:	福建省福州市				
Unified Social Credit Identifier	:	91350100093407087H				
Date of incorporation	:	2014/3/21				
Operating period	:	2014/3/21- 2044/3/20				
Types of enterprises	:	有限责任公司（外国法人独资）				
Registered office	:	福建省福州市鼓楼区龙庭路10号办公大楼3楼302室				
Registered capital	:	人民币5000万元				
Paid-up capital	:	人民币1042.99万元				
Legal representative	:	利锦荣				
Investor(s)	:	<table><thead><tr><th>Name</th><th>Ownership(%)</th></tr></thead><tbody><tr><td>萬昇創盈有限公司</td><td>100%</td></tr></tbody></table>	Name	Ownership(%)	萬昇創盈有限公司	100%
Name	Ownership(%)					
萬昇創盈有限公司	100%					
Director(s)	:	利锦荣				
Business Scope	:	企业管理及咨询、物业管理，服装的批发、零售（以上商品进出口不涉及国营贸易、进出口配额许可证、出口配额招标、出口许可证等专项管理的商品）。				
Subsidiaries	:	郑州福晟钱隆实业有限公司(直接持有100%) 福州胜创投资有限公司(直接持有100%)				

## 卓弘（福建）建材贸易有限公司的详情

Company name	:	卓弘（福建）建材贸易有限公司				
Place of incorporation	:	福建省福州市				
Unified Social Credit Identifier	:	91350100092683987L				
Date of incorporation	:	2014/3/12				
Operating period	:	2014/3/12- 2044/3/11				
Types of enterprises	:	有限责任公司（外国法人独资）				
Registered office	:	福州市马尾区马尾镇儒江东路136号阳光城世纪广场办公楼C#楼21层27办公（自贸试验区内）				
Registered capital	:	人民币3000万元				
Paid-up capital	:	人民币2584.74万元				
Legal representative	:	利锦荣				
Investor(s)	:	<table><thead><tr><th>Name</th><th>Ownership(%)</th></tr></thead><tbody><tr><td>成创贸易有限公司</td><td>100%</td></tr></tbody></table>	Name	Ownership(%)	成创贸易有限公司	100%
Name	Ownership(%)					
成创贸易有限公司	100%					
Director(s)	:	利锦荣、吴继红、Grant Chien				
Business Scope	:	建筑材料、机械设备、装饰材料、五金交电（不含电动自行车）、电子器材、金属制品、有色金属的批发（以上商品进出口不涉及国营贸易、进出口配额许可证、出口配额招标、出口许可证等专项管理的商品；以上Business Scope中凡涉及行政许可的项目应在取得有关部门批准或许可后方可经营）。				
Subsidiaries	:	福州康安利信投资有限公司(直接持有100%) 中山市正培电子科技有限公司(直接持有100%) 长沙卓丰利信建材贸易有限公司(直接持有100%)				

### 上海福晟置业有限公司的详情

Company name : 上海福晟置业有限公司

Place of incorporation : 福建省福州市

Unified Social Credit Identifier : 91310105MA1FWA4L1Q

Date of incorporation : 2018/1/17

Operating period : 2018/1/17-2068/1/16

Types of enterprises : 有限责任公司（自然人投资或控股）

Registered office : 上海市长宁区宣化路3号二层2798室

Registered capital : 人民币1000万元

Paid-up capital : 0

Legal representative : 邹小锋

Investor(s) : 

Name	Ownership(%)
湖南玮隆房地产开发有限公司	51%
福州福晟集团有限公司	49%

Director(s) : 邹小锋

Business Scope : 房地产开发经营，房地产咨询，物业管理，企业管理，市政公用建设工程施工，房屋建设工程施工，地基与基础建设工程专业施工，园林古建筑建设工程专业施工，销售建材、木材、钢材、金属材料、室内装饰材料

Subsidiaries : 福建钱隆海晟投资有限公司(直接持有20%)

## 福州胜创投资有限公司的详情

Company name	:	福州胜创投资有限公司				
Place of incorporation	:	福建省福州市				
Unified Social Credit Identifier	:	91350102MA8UPTG81W				
Date of incorporation	:	2022/3/14				
Operating period	:	2022/3/14 -长期				
Types of enterprises	:	有限责任公司（自然人投资或控股的法人独资）				
Registered office	:	福建省福州市鼓楼区水部街道古田路60号建福大厦（建福广场）19层09-3办公				
Registered capital	:	人民币500万元				
Paid-up capital	:	0				
Legal representative	:	利锦荣				
Investor(s)	:	<table><thead><tr><th>Name</th><th>Ownership(%)</th></tr></thead><tbody><tr><td>成润（福建）商业管理有限公司</td><td>100%</td></tr></tbody></table>	Name	Ownership(%)	成润（福建）商业管理有限公司	100%
Name	Ownership(%)					
成润（福建）商业管理有限公司	100%					
Director(s)	:	利锦荣				
Business Scope	:	一般项目：以自有资金从事投资活动；土地使用权租赁；住房租赁；非居住房地产租赁；租赁服务（不含许可类租赁服务）；物业管理；建筑材料销售；建筑装饰材料销售（除依法须经批准的项目外，凭营业执照依法自主开展经营活动）				
Subsidiaries	:	长沙嘉实房地产开发有限公司(直接持有100%) 湖南福晟集团有限公司(直接持有100%) 福建福晟投资有限公司(直接持有100%) 福建福晟闽长投资有限公司(直接持有100%)				

## 广州福晟投资控股有限公司的详情

Company name	:	广州福晟投资控股有限公司				
Place of incorporation	:	广东省广州市				
Unified Social Credit Identifier	:	91440101MA5AP83Q5K				
Date of incorporation	:	2018年01月15日				
Operating period	:	2018年01月15日-长期				
Types of enterprises	:	有限责任公司(台港澳法人独资)				
Registered office	:	广州市天河区花城大道68号地上第38层01、02、03单元 (仅限办公用途)				
Registered capital	:	人民币1000万元				
Paid-up capital	:	0				
Legal representative	:	刘丽英				
Investor(s)	:	<table><thead><tr><th>Name</th><th>Ownership(%)</th></tr></thead><tbody><tr><td>海利国际有限公司</td><td>100%</td></tr></tbody></table>	Name	Ownership(%)	海利国际有限公司	100%
Name	Ownership(%)					
海利国际有限公司	100%					
Director(s)	:	刘丽英				
Business Scope	:	酒店管理;会议及展览服务;商品信息咨询服务;市场营销策划服务;自有房地产经营活动;房地产开发经营(主题公园,别墅除外);物业管理;停车场经营;工程技术咨询服务;建材、装饰材料批发;房屋租赁;场地租赁(不含仓储);房屋拆迁服务;房地产中介服务;房地产咨询服务;				
Subsidiaries	:	广州品礼贸易有限公司(直接持有71.02%) 广东福晟钱隆投资有限公司(直接持有88%)				



## 广东福晟钱隆投资有限公司的详情

Company name	:	广东福晟钱隆投资有限公司						
Place of incorporation	:	广东省广州市						
Unified Social Credit Identifier	:	91440101MA5AXHNN60						
Date of incorporation	:	2018年06月13日						
Operating period	:	2018年06月13日-长期						
Types of enterprises	:	其他有限责任公司						
Registered office	:	广州市天河区花城大道68号地上第38层01、02、03单元 (仅限办公用途)						
Registered capital	:	人民币1000万元						
Paid-up capital	:	0						
Legal representative	:	潘伟明						
Investor(s)	:	<table><thead><tr><th>Name</th><th>Ownership(%)</th></tr></thead><tbody><tr><td>广州福晟投资控股有限公司</td><td>88%</td></tr><tr><td>广州捷越置业有限公司</td><td>12%</td></tr></tbody></table>	Name	Ownership(%)	广州福晟投资控股有限公司	88%	广州捷越置业有限公司	12%
Name	Ownership(%)							
广州福晟投资控股有限公司	88%							
广州捷越置业有限公司	12%							
Director(s)	:	潘伟明						
Business Scope	:	资产管理；企业管理咨询服务；园林建筑、园林绿化工程；建筑装饰工程；建筑材料、机械设备、装饰材料、五金交电（不含电动自行车）、金属制品的批发（以上商品进出口不涉及国营贸易、进出口配额许可证、出口配额招标、出口许可证等专项管理的商品；以上Business Scope凡涉及行政许可的项目应在取得有关部门批准或许可后方可经营）。						
Subsidiaries	:	无						

## 广州品礼贸易有限公司的详情

Company name	:	广州品礼贸易有限公司						
Place of incorporation	:	广东省广州市						
Unified Social Credit Identifier	:	91440115321108901T						
Date of incorporation	:	2015年06月19日						
Operating period	:	2015年06月19日-长期						
Types of enterprises	:	有限责任公司(外商投资企业与内资合资)						
Registered office	:	广州市南沙区海滨路171号16楼X1605 (仅限办公用途) (JM) (确认制)						
Registered capital	:	人民币138010万元						
Paid-up capital	:	不清楚						
Legal representative	:	刘丽英						
Investor(s)	:	<table><thead><tr><th>Name</th><th>Ownership(%)</th></tr></thead><tbody><tr><td>广州福晟投资控股有限公司</td><td>71.02%</td></tr><tr><td>清远市耀武建筑装饰工程有限公司</td><td>28.98%</td></tr></tbody></table>	Name	Ownership(%)	广州福晟投资控股有限公司	71.02%	清远市耀武建筑装饰工程有限公司	28.98%
Name	Ownership(%)							
广州福晟投资控股有限公司	71.02%							
清远市耀武建筑装饰工程有限公司	28.98%							
Director(s)	:	刘丽英						
Business Scope	:	商品批发贸易(许可审批类商品除外);商品零售贸易(许可审批类商品除外);办公服务;信息电子技术服务;家居饰品批发;						
Subsidiaries	:	广东欣宝装饰工程有限公司(直接持有100%)						

## 深圳钱隆实业有限公司的详情

Company name : 深圳钱隆实业有限公司

Place of incorporation : 广东省深圳市

Unified Social Credit Identifier : 91440300MA5EYDKW9F

Date of incorporation : 2018年01月15日

Operating period : 2018年01月15日-长期

Types of enterprises : 有限责任公司（法人独资）

Registered office : 深圳市福田区福田街道岗厦社区彩田路3069号星河世纪A栋3601A8

Registered capital : 人民币1000万元

Paid-up capital : 0

Legal representative : 江隼

Investor(s) : 

Name	Ownership(%)
深圳市璟鸿投资咨询有限公司	100%

Director(s) : 江隼

Business Scope : 一般经营项目是：投资兴办实业（具体项目另行申报）；投资高新技术产业和其他技术创新产业（具体项目另行申报）；投资咨询（不含信托、证券、期货、保险及其它金融业务）；创业投资咨询（不含证券、期货、保险及其他金融业务）；企业管理咨询（不含人才中介服务）；国内贸易。（法律、行政法规、国务院决定规定在登记前须经批准的项目除外）

Subsidiaries : 福州宣晟投资有限公司(直接持有100%)

## 深圳市璟鸿投资咨询有限公司的详情

Company name : 深圳市璟鸿投资咨询有限公司

Place of incorporation : 广东省深圳市

Unified Social Credit Identifier : 91440300MA5GDLDW3Y

Date of incorporation : 2020年09月25日

Operating period : 2020年09月25日-长期

Types of enterprises : 有限责任公司（法人独资）

Registered office : 深圳市宝安区新安街道海旺社区N12区新湖路99号壹方中心北区三期A塔3604

Registered capital : 人民币1000万元

Paid-up capital : 0

Legal representative : 利锦荣

Investor(s) : 

Name	Ownership(%)
福州福晟集团有限公司	100%

Director(s) : 利锦荣

Business Scope : 一般经营项目是：投资兴办实业（具体项目另行申报）；投资咨询（不含限制项目）。（法律、行政法规禁止的项目除外；法律、行政法规限制的项目须取得许可后方可经营），许可经营项目是：无

Subsidiaries : 深圳钱隆实业有限公司(直接持有100%)

## 郑州福晟钱隆实业有限公司的详情

Company name	:	郑州福晟钱隆实业有限公司				
Place of incorporation	:	河南省郑州市				
Unified Social Credit Identifier	:	91410100MA44TLFC7Y				
Date of incorporation	:	2018年01月18日				
Operating period	:	2018年01月18日-长期				
Types of enterprises	:	有限责任公司（非自然人投资或控股的法人独资）				
Registered office	:	河南自贸试验区郑州片区（郑东）榆林北路36号绿地中央广场南塔3702室				
Registered capital	:	人民币1000万元				
Paid-up capital	:	0				
Legal representative	:	潘伟明				
Investor(s)	:	<table><thead><tr><th>Name</th><th>Ownership(%)</th></tr></thead><tbody><tr><td>成润（福建）商业管理有限公司</td><td>100%</td></tr></tbody></table>	Name	Ownership(%)	成润（福建）商业管理有限公司	100%
Name	Ownership(%)					
成润（福建）商业管理有限公司	100%					
Director(s)	:	潘伟明				
Business Scope	:	建筑工程施工；物业服务；商务信息咨询；批发零售：日用百货、建筑材料；房屋租赁。				
Subsidiaries	:	郑州钱隆实业有限公司(直接持有20%) 郑州世福房地产开发有限公司(直接持有19%)				

## 郑州钱隆实业有限公司的详情

Company name : 郑州钱隆实业有限公司

Place of incorporation : 河南省郑州市

Unified Social Credit Identifier : 91410182MA482GKQ6B

Date of incorporation : 2020年03月12日

Operating period : 2020年03月12日-长期

Types of enterprises : 其他有限责任公司

Registered office : 荥阳市豫龙镇织机路与禹锡南二路交叉口北侧六楼602

Registered capital : 人民币1000万元

Paid-up capital : 不清楚

Legal representative : LIU SAI FEI

Investor(s) : 

Name	Ownership(%)
郑州福晟钱隆实业有限公司	20%
上海辰岩企业管理有限公司	50%
河南悦之合企业管理咨询有限公司	30%

Director(s) : LIU SAI FEI、刘振、潘佐标、史世松、徐菁

Business Scope : 房地产开发与经营；房屋租赁；房地产中介服务；市政设施建设；建筑工程施工；商业运营；物业服务；酒店管理；会议与会展服务；机械设备租赁；批发零售建筑材料。

Subsidiaries : 无

## 郑州世福房地产开发有限公司的详情

Company name	:	郑州世福房地产开发有限公司								
Place of incorporation	:	河南省郑州市								
Unified Social Credit Identifier	:	91410182MA482GJQXW								
Date of incorporation	:	2020-03-12								
Operating period	:	2020-03-12 至 无固定期限								
Types of enterprises	:	其他有限责任公司								
Registered office	:	荥阳市豫龙镇织机路与禹锡南二路交叉口北侧六楼601								
Registered capital	:	人民币1000万元								
Paid-up capital	:	不清楚								
Legal representative	:	陈昊然								
Investor(s)	:	<table><thead><tr><th>Name</th><th>Ownership(%)</th></tr></thead><tbody><tr><td>厦门璟策企业管理有限公司</td><td>51%</td></tr><tr><td>河南悦之合企业管理咨询有限公司</td><td>30%</td></tr><tr><td>郑州福晟钱隆实业有限公司</td><td>19%</td></tr></tbody></table>	Name	Ownership(%)	厦门璟策企业管理有限公司	51%	河南悦之合企业管理咨询有限公司	30%	郑州福晟钱隆实业有限公司	19%
Name	Ownership(%)									
厦门璟策企业管理有限公司	51%									
河南悦之合企业管理咨询有限公司	30%									
郑州福晟钱隆实业有限公司	19%									
Director(s)	:	陈昊然、刘振清、陈芳梅、潘佐标、吕翼								
Business Scope	:	房地产开发与经营；建筑工程施工；物业服务；房屋租赁。								
Subsidiaries	:	无								

### 嘉兴市铂金置业有限公司的详情

Company name	:	嘉兴市铂金置业有限公司	
Place of incorporation	:	浙江省嘉兴市	
Unified Social Credit Identifier	:	91330400094405526K	
Date of incorporation	:	2014-06-13	
Operating period	:	2014-06-13 至 2064-06-12	
Types of enterprises	:	有限责任公司（台港澳与境内合资）	
Registered office	:	嘉兴市乍浦经济开发区东方大道1号(嘉兴港区管委会大楼2504室)	
Registered capital	:	5000万美元	
Paid-up capital	:	1878.44万美元	
Legal representative	:	江隼	
Investor(s)	:	Name	Ownership(%)
		上海福晟置业有限公司	75%
		中铂国际（中国）投资有限公司	25%
Director(s)	:	江隼、余锦平、王圣煊	
Business Scope	:	从事嘉兴港区（宗地号2013-9号）地块的普通住宅、办公、商业及酒店的房地产开发建设（凭资质证书经营）。	
Subsidiaries	:	无	



## 中山市正培电子科技有限公司的详情

Company name	:	中山市正培电子科技有限公司				
Place of incorporation	:	广东省中山市				
Unified Social Credit Identifier	:	91442000068485550K				
Date of incorporation	:	2013-05-06				
Operating period	:	2013-05-06 至 无固定期限				
Types of enterprises	:	有限责任公司（外商投资企业法人独资）				
Registered office	:	中山市火炬开发区丰盛路32号湾堤苑1幢3卡(住所申报)				
Registered capital	:	人民币3333.33万元				
Paid-up capital	:	人民币2500万元				
Legal representative	:	黄俊南				
Investor(s)	:	<table><thead><tr><th>Name</th><th>Ownership(%)</th></tr></thead><tbody><tr><td>卓弘（福建）建材贸易有限公司</td><td>100%</td></tr></tbody></table>	Name	Ownership(%)	卓弘（福建）建材贸易有限公司	100%
Name	Ownership(%)					
卓弘（福建）建材贸易有限公司	100%					
Director(s)	:	黄俊南、吴继红、Grant Chien				
Business Scope	:	研发、销售：电子产品；房地产开发。（依法须经批准的项目，经相关部门批准后方可开展经营活动。）(依法须经批准的项目，经相关部门批准后方可开展经营活动)				
Subsidiaries	:	无				

宁德市碧晟房地产开发有限公司的详情

Company name : 宁德市碧晟房地产开发有限公司

Place of incorporation : 福建省宁德市

Unified Social Credit Identifier : 91350902MA2YQ44XXR

Date of incorporation : 2017-11-16

Operating period : 2017-11-16 至 无固定期限

Types of enterprises : 有限责任公司（自然人投资或控股）

Registered office : 宁德市蕉城区蕉城南路74号地产综合大楼9层902室

Registered capital : 人民币1000万元

Paid-up capital : 人民币1000万元

Legal representative : 陈伟红

Investor(s) : 

Name	Ownership(%)
隆通有限公司	100%

Director(s) : 陈伟红（Director(s)长）、蒋贤海、郑达强、缪基建、利锦荣

Business Scope : 房地产投资、开发、销售、出租；物业管理；自建的商住楼宇、会所、酒店及配套设施出租。

Subsidiaries : 无

## 福州福利华投资有限公司的详情

Company name	:	福州福利华投资有限公司								
Place of incorporation	:	福建省福州市								
Unified Social Credit Identifier	:	91350100MA2YR7D274								
Date of incorporation	:	2017-11-30								
Operating period	:	2017-11-30 至 2067-11-29								
Types of enterprises	:	有限责任公司（自然人投资或控股）								
Registered office	:	福建省福州市仓山区建新镇红江路79号福州升盛机电有限公司厂房改扩建工程2层223								
Registered capital	:	人民币1000万元								
Paid-up capital	:	人民币50万元								
Legal representative	:	刘启华								
Investor(s)	:	<table><thead><tr><th>Name</th><th>Ownership(%)</th></tr></thead><tbody><tr><td>上海晟拜实业有限公司</td><td>80%</td></tr><tr><td>福州正合利信投资有限公司</td><td>15%</td></tr><tr><td>福建福晟闽长投资有限公司</td><td>5%</td></tr></tbody></table>	Name	Ownership(%)	上海晟拜实业有限公司	80%	福州正合利信投资有限公司	15%	福建福晟闽长投资有限公司	5%
Name	Ownership(%)									
上海晟拜实业有限公司	80%									
福州正合利信投资有限公司	15%									
福建福晟闽长投资有限公司	5%									
Director(s)	:	刘启华								
Business Scope	:	对农业、林业、工业、矿业、房地产业、建筑业、酒店业、水利电力业、教育业、医疗业、旅游业、交通运输业、贸易业的投资；建筑材料、装饰装修材料的批发、代购代销。（依法须经批准的项目，经相关部门批准后方可开展经营活动）								
Subsidiaries	:	福州永润房地产有限公司(直接持有51%)								

### 福州永润房地产有限公司的详情

Company name : 福州永润房地产有限公司

Place of incorporation : 福建省福州市

Unified Social Credit Identifier : 91350100MA31DYFC0Q

Date of incorporation : 2017-12-26

Opeating period : 2017-12-26 至 2067-12-25

Types of enterprises : 有限责任公司（自然人投资或控股）

Registered office : 福建省福州市仓山区建新镇红江路79号福州升盛机电有限公司厂房改扩建工程整座2层230

Registered capital : 人民币5882万元

Paid-up capital : 人民币5882万元

Legal representative : 刘启华

Investor(s) : 

Name	Ownership(%)
隆通有限公司	100%

Director(s) : 刘启营、刘启华、施俊挺

Business Scope : 房地产开发经营，房地产中介服务，物业管理服务。（依法须经批准的项目，经相关部门批准后方可开展经营活动）

Subsidiaries : 无

## 广东欣宝装饰工程有限公司的详情

Company name : 广东欣宝装饰工程有限公司

Place of incorporation : 广东省连山壮族瑶族自治县

Unified Social Credit Identifier : 91441825MA52BPKH22

Date of incorporation : 2018-10-09

Opeating period : 2018-10-09 至 无固定期限

Types of enterprises : 有限责任公司（非自然人投资或控股的法人独资）

Registered office : 连山壮族瑶族自治县吉田镇鹿鸣东路原质监局办公大楼105室

Registered capital : 人民币1000万元

Paid-up capital : 不清楚

Legal representative : 吴继红

Investor(s) : 

Name	Ownership(%)
广州品礼贸易有限公司	100%

Director(s) : 吴继红、简公泰、黄俊南

Business Scope : 建筑装饰业。

Subsidiaries : 无

## 上海宣晟实业有限公司的详情

Company name	:	上海宣晟实业有限公司	
Place of incorporation	:	上海市	
Unified Social Credit Identifier	:	91310000MA1JC6GG07	
Date of incorporation	:	2019-07-12	
Operating period	:	2019-07-12 至 2049-07-11	
Types of enterprises	:	有限责任公司（台港澳与境内合资）	
Registered office	:	上海市金山区海丰路65号7691室	
Registered capital	:	人民币1000万元	
Paid-up capital	:	0	
Legal representative	:	吴继红	
Investor(s)	:	<b>Name</b>	<b>Ownership(%)</b>
		晟利投资有限公司	90%
		上海佳宣实业有限公司	10%
Director(s)	:	吴继红、吴洋、朱蕾	
Business Scope	:	房地产营销策划，房地产咨询，商务咨询，企业管理咨询，建筑工程，楼宇智能化工程，节能工程，环保工程，园林绿化工程，建筑规划设计，城市规划设计，景观设计，从事计算机科技专业领域内技术开发、技术转让、技术咨询、技术服务，建筑材料的批发、进出口、佣金代理（拍卖除外）及相关配套业务，物业管理，房地产经纪服务。【依法须经批准的项目，经相关部门批准后方可开展经营活动】	
Subsidiaries	:	无	

## 福建钱隆海晟投资有限公司的详情

Company name	:	福建钱隆海晟投资有限公司								
Place of incorporation	:	福建省福州市								
Unified Social Credit Identifier	:	91350100MA2XRC0T8P								
Date of incorporation	:	2016-11-11								
Operating period	:	2016-11-11 至 2066-11-10								
Types of enterprises	:	有限责任公司（自然人投资或控股）								
Registered office	:	福建省福州市晋安区王庄街道讲堂路2号(福马路南侧与晋安南路东侧交叉处)福晟钱隆大第9#楼25层25办公								
Registered capital	:	人民币1250万元								
Paid-up capital	:	人民币1250万元								
Legal representative	:	郭阳春								
Investor(s)	:	<table><thead><tr><th>Name</th><th>Ownership(%)</th></tr></thead><tbody><tr><td>上海福晟企业管理（集团）有限公司</td><td>40%</td></tr><tr><td>宁波保税区钜吉投资管理合伙企业（有限合伙）</td><td>40%</td></tr><tr><td>上海福晟置业有限公司</td><td>20%</td></tr></tbody></table>	Name	Ownership(%)	上海福晟企业管理（集团）有限公司	40%	宁波保税区钜吉投资管理合伙企业（有限合伙）	40%	上海福晟置业有限公司	20%
Name	Ownership(%)									
上海福晟企业管理（集团）有限公司	40%									
宁波保税区钜吉投资管理合伙企业（有限合伙）	40%									
上海福晟置业有限公司	20%									
Director(s)	:	郭阳春、陆子辰、陈翔								
Business Scope	:	对农业、林业、工业、矿业、房地产业、建筑业、酒店业、水利电力业、教育业、医疗业、旅游业、物流业、交通运输业、贸易业的投资；投资咨询；建筑材料、装饰装修材料的批发、代购代销。（依法须经批准的项目，经相关部门批准后方可开展经营活动）。								
Subsidiaries	:	上海钱隆晟世投资管理有限公司(直接持有100%)								

### 上海钱隆晟世投资管理有限公司的详情

Company name : 上海钱隆晟世投资管理有限公司

Place of incorporation : 上海市

Unified Social Credit Identifier : 91310120MA1HKMW908

Date of incorporation : 2016-03-25

Operating period : 2016-03-25 至 2036-03-24

Types of enterprises : 有限责任公司（自然人投资或控股的法人独资）

Registered office : 上海市长宁区宣化路3号二层2630室

Registered capital : 人民币20000万元

Paid-up capital : 不清楚

Legal representative : 陈翔

Investor(s) : 

Name	Ownership(%)
福建钱隆海晟投资有限公司	100%

Director(s) : 陈翔

Business Scope : 投资管理，资产管理。【依法须经批准的项目，经相关部门批准后方可开展经营活动】

Subsidiaries : 海航投资集团上海投资管理有限公司(直接持有100%)



### 海航投资集团上海投资管理有限公司的详情

Company name	:	海航投资集团上海投资管理有限公司	
Place of incorporation	:	上海市	
Unified Social Credit Identifier	:	91310000MA1K33TKX4	
Date of incorporation	:	2015-12-08	
Operating period	:	2015-12-08 至 2065-12-07	
Types of enterprises	:	有限责任公司（自然人投资或控股的法人独资）	
Registered office	:	中国(上海)自由贸易试验区耀华路251号一幢一层	
Registered capital	:	人民币11000万元	
Paid-up capital	:	人民币11000万元	
Legal representative	:	朱蕾	
Investor(s)	:	<b>Name</b>	<b>Ownership(%)</b>
		上海钱隆晟世投资管理有限公司	100%
Director(s)	:	朱蕾、陈翔、黄永红	
Business Scope	:	投资管理，资产管理，实业投资，市场信息咨询与调查（不得从事社会调研、社会调查、民意调查、民意测验），企业资产重组并购策划，投资咨询，商务信息咨询，企业管理咨询，财务咨询，房地产开发经营，物业管理，建筑物资及设备的采购，计算机软件开发、销售。 【依法须经批准的项目，经相关部门批准后方可开展经营活动】	
Subsidiaries	:	亿城集团上海投资有限公司(直接持有100%)	

## 亿城集团上海投资有限公司的详情

Company name : 亿城集团上海投资有限公司

Place of incorporation : 上海市

Unified Social Credit Identifier : 91310000080012051T

Date of incorporation : 2013-10-08

Operating period : 2013-10-08 至 2063-10-07

Types of enterprises : 有限责任公司（非自然人投资或控股的法人独资）

Registered office : 中国(上海)自由贸易试验区济阳路688号7号楼704室

Registered capital : 人民币86000万元

Paid-up capital : 人民币86000万元

Legal representative : 朱蕾

Investor(s) : 

Name	Ownership(%)
海航投资集团上海投资管理有限公司	100%

Director(s) : 朱蕾

Business Scope : 实业投资，投资管理，资产管理，市场信息咨询与调查（不得从事社会调研、社会调查、民意调查、民意测验），企业并购重组策划，投资咨询、商务信息咨询、企业管理咨询（以上咨询均除经纪），财务咨询（不得从事代理记账），房地产开发经营，物业管理，建筑物资及设备的采购，计算机软件开发、销售（除计算机信息系统安全专用产品）。【依法须经批准的项目，经相关部门批准后方可开展经营活动】

Subsidiaries : 无

## **SCHEDULE 3**

### **The Issuer's Warranties**

Subject to the matters referred to herein and save as Disclosed and as contemplated under the Proposed Restructuring, the Issuer hereby represents, warrants and undertakes to the Subscriber that all statements of fact set out in this Schedule are true and accurate in all material respects as at the date hereof and up to and including Completion.

#### **1. CAPACITY**

- 1.1 The Issuer has full power to enter into this Agreement and to exercise their rights and perform their obligations hereunder and (where relevant and subject to the fulfilment of the conditions precedent set out in Clauses 4.1 (c) and (d)) all corporate and other actions required to authorise its execution of this Agreement and its performance of its obligations hereunder have been duly taken and this Agreement will, when executed by them, be a legal, valid and binding agreement on it and enforceable in accordance with the terms thereof.
- 1.2 The execution, delivery and performance of this Agreement by the Issuer do not and will not violate in any material respect any provision of, where applicable, (a) any Applicable Laws as at the date of this Agreement and up to and including Completion; (b) the laws and documents incorporating and constituting the Issuer (where applicable) and any Group Company prevailing as at the date of this Agreement and up to and including Completion; or (c) any mortgage, contract or other undertaking or instrument to which any Group Company is a party or which is binding, upon such Group Company or any of its assets, and does not and will not result in the creation or imposition of any Encumbrance on any of its assets pursuant to the provisions of any such mortgage, contract or other undertaking, or instrument.
- 1.3 The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby will not result in the breach and/or cancellation and/or termination of any of the terms and conditions of or constitute a default under any agreement commitment or other instrument to which any Group Company is a party or by which such Group Company or its property or assets may be bound or affected or violate any law or any rule or regulation of any administrative agency or governmental body or any order, writ, injunction or decree of any court administrative agency or governmental body affecting the Group or any of the foregoing parties to this Agreement.
- 1.4 Saved as Disclosed, there is no outstanding indebtedness or other liability (actual or contingent) owing by any Group Company to any directors of the Group Company or any connected person of the Issuer (as defined under the Listing Rules) or any person connected with any such director nor is there any indebtedness owing to the Group by any such persons.
- 1.5 The Issuer has power and all authorisations, approvals, consents and licences required by

the Issuer have been obtained and are in full force and effect, to permit the entry into this Agreement in the manner set out herein, and this Agreement has been duly authorised and executed by, and constitutes legally binding obligations of the Issuer.

- 1.6 Save as contemplated under this Agreement, no waivers, consents or approvals of any relevant governmental or regulatory authorities (including, but not limited to, the Stock Exchange and the SFC) or other relevant third parties in Hong Kong or elsewhere are required or appropriate or are relevant to, the entry into and the implementation and completion of this Agreement and no filings with any governmental regulatory authorities or other relevant third parties in Hong Kong or elsewhere are required or appropriate for the entering into and the implementation of this Agreement other than filing obligations under the Securities and Futures Ordinance of Hong Kong; no waiting periods are required under the laws of Hong Kong or any other relevant jurisdictions in relation thereto.

## **2. SUBSCRIPTION SHARES**

- 2.1 The legal and beneficial ownership of the Subscription Shares will be vested in the Subscriber free from all Encumbrances together with all rights attaching thereto on or after the Completion Date.
- 2.2 No consent, licence, approval or authorisation of or filing or registration with or other requirement of any Government Authority or agency in any jurisdiction in which the Issuer reside or any part thereof is required by the Issuer in relation to the valid execution, delivery or performance of this Agreement (or to ensure the validity or enforceability thereof).

## **3. NO OPTIONS OR OTHER SECURITIES**

- 3.1 There is no agreement or commitment outstanding which calls for the allotment of or issue or accords to any person the right to call for the allotment or issue of any shares in or securities or debentures of the Issuer.
- 3.2 There are no outstanding options as at the date of this Agreement, and no option will be granted under any share option scheme or share incentive schedule adopted by the Issuer prior to Completion.
- 3.3 There are no outstanding warrants and/or convertible securities and/or exchangeable securities of any kind of the Issuer as at the date of this Agreement, and no warrants and/or convertible securities and/or exchangeable securities of any kind of the Issuer will be granted by the Issuer prior to Completion.

## **4. INCORPORATION AND CORPORATE STRUCTURE**

- 4.1 Save as Disclosed, true copies or certified true copies of the memorandum and bye-laws (or the equivalent constitutional documents) of each Group Company have been provided to the Subscriber. The copies of the memorandum and bye-laws (or the equivalent

constitutional documents) of each Group Company so provided to the Subscriber are true and complete and have embodied in them or annexed to them a copy of every such resolution as is required by the relevant legislation or the jurisdiction in which each Group Company is incorporated and no alteration has been or will be made to such document after the date of this Agreement. Each Group Company has complied with its memorandum, bye-laws, articles of association in all material respects and none of the activities, agreements, commitments or rights of any Group Company is ultra vires or unauthorised.

- 4.2 Save for any body corporate which may be formed for the conduct of the Group's ordinary course of business, other than holding the Subsidiaries, the Issuer will not at Completion be the owner or the registered holder of any share in or other security of any body corporate whenever and wherever incorporated nor has the Issuer agreed nor will it prior to Completion agree to become the owner or registered holder of any such share or security.
- 4.3 The Issuer is duly incorporated, constituted and legally subsisting under the laws of its place of incorporation.
- 4.4 The particulars of each Group Company in Schedule 2 are true and correct in all material respects, save and except that the authorised share capital and the issued share capital of the Issuer is subject to changes upon the Capital Reorganisation becoming effective.
- 4.5 The corporate and shareholding structure of the Group as Disclosed is and will continue to be the corporate structure of the Group without any reduction or dilution of interest held by the Issuer at Completion. Save as set out in Schedule 2, the Issuer has no other subsidiaries.
- 4.6 Each Group Company is a duly incorporated or established limited liability company validly existing under the laws of the place of its incorporation/ establishment and has the corporate powers, legal right and authority to carry on the business presently or proposed to be carried on by it and to own and hold the assets used therewith.
- 4.7 No Group Company has committed any material breach of or failed to observe in a material respect any Applicable Laws to which it is subject or is being subject to any investigations, enquiries, reprimand or interrogation by the Stock Exchange, the SFC or any other regulatory bodies in Hong Kong or elsewhere; and each Group Company has complied with all relevant legal requirements in all material respects and has obtained and complied with all necessary consents to which any of its business is subject in all material respects and has complied in all material respects with all legal requirements in relation to any transactions to which it is or has been a party prior to Completion or in relation to the operation of the business.
- 4.8 Save in connection with the ordinary course of business of the Group, none of the Group Companies is nor has any Group Company agreed to become a member of any joint venture, consortium, partnership or other unincorporated association.

- 4.9 Each Group Company has duly and properly complied with all filing and registration requirements in respect of corporate or other documents imposed under the relevant laws of the jurisdiction in which it was incorporated in all material respects.
- 4.10 The statutory books and minute books of each Group Company have been properly written up in all material respects and compliance has been made in all material respects with all applicable legal requirements concerning the relevant company and all issues of shares, debentures or other securities thereof.
- 4.11 The register of members of each Group Company is correct and each Group Company has not received any claim, application or request for rectification of its register of members and, to the best of the Issuer's knowledge, information and belief having made all necessary enquiries, no circumstances which might lead to any such claim, application or request for rectification of such register to be made have arisen or occurred.
- 4.12 Each Group Company and its directors (in their capacity as such) have complied in all material respects with all relevant and applicable legislation and obtained and complied with all necessary licences and consents to carry on business whether in the country, territory or state in which it is incorporated or elsewhere in a material respect, including applicable legislation relating to companies and securities, real property, Taxation and prevention of corruption and have complied with all applicable legal requirements in a material respect in relation to any transactions to which it is or has been a party prior to Completion.
- 4.13 The minute books of directors' meetings and of shareholders' meetings respectively of each Group Company contain properly written-up records of all resolutions passed by the directors and the shareholders respectively of the relevant company and no resolutions have been passed by either the directors or the shareholders of the relevant company which are not recorded in the relevant minute books.
- 4.14 All charges in favour of each Group Company have (if appropriate) been registered in accordance with the provisions of the applicable legislation and regulations and at the relevant registries or authorities.

## **5. ACCOUNTS**

- 5.1 The Audited Accounts have been prepared in accordance with the requirements of all relevant statutes and generally acceptable accounting practice and policies applied in Hong Kong and all applicable Hong Kong Financial Reporting Standards issued by the Hong Kong Institute of Certified Public Accountants for the time being in force on a consistent basis and give a true and fair view of the state of affairs of the Group for the year ended on the Accounts Date and of its combined profits for the year ended on the Accounts Date and make adequate provision for all material actual liabilities, bad or doubtful debts and Taxation and adequate provision for or a note of (in accordance with good accounting practice) all material contingent, unqualified or disputed liabilities and all capital commitments and have consistently applied the bases and policies of

accounting throughout the year ended on the Accounts Date and except where specified are not materially and adversely affected by any extraordinary, exceptional item.

- 5.2 To the best of the Issuer's knowledge, information and belief having made all necessary enquiries, the provision for Taxation in the Audited Accounts is sufficient in a material respect to cover the Taxation assessed or liable to be assessed on the Issuer or for which the Issuer is then or may then be or become accountable in respect of profits, income, earnings, receipts, transfers, events and transactions up to the Accounts Date.
- 5.3 The Management Accounts were prepared on the same basis as the Audited Accounts and reflect the state of affairs and financial position of the Issuer at the Management Accounts and of the Issuer's results for the financial period ended on that date.
- 5.4 Since the Management Accounts Date, to the best of the Issuer's knowledge, information and belief having made all necessary enquiries with relevant professional parties, and save as Disclosed:
- (1) the Group has not entered into any material, abnormal or onerous contracts or commitments binding on it (other than contracts entered into in the ordinary course of its business) and there has not been any acquisition or disposal or agreement to acquire or dispose by the Group of material fixed or capital assets or any agreement to effect the same;
  - (2) no event has occurred as regards the Group which would entitle any third party to terminate any material contract or any material benefit enjoyed by the Group or call in any material amount of money before the normal due date therefor or indebtedness;
  - (3) the Group has not created any mortgage or charge on the whole or any material part of its assets or issued or repaid or agreed to issue or repay any share or loan capital;
  - (4) the Group has not borrowed any money except from bankers and financial institutions or in the Group's ordinary course of its business or increased any secured liability and no loans or loan capital has been repaid in whole or in part;
  - (5) the business of the Group has been carried on in the ordinary and usual course and in the same manner (including nature and scope) as in the past, save for those conducted in the ordinary course of business of the Group that are customary for a typical real estate developer in the PRC, no material fixed asset or stock has been written up nor any material debt written off, and no unusual, abnormal, onerous or material contract has been entered into by the Group;
  - (6) no resolution of any Group Company in general meeting has been passed other than resolutions relating to the business of an annual general meeting which was not special business;

- (7) the Group has not declared, paid or made nor is proposing to declare, pay or make any dividend or other distribution;
- (8) the financial year end of the Issuer has remained unchanged;
- (9) there has been no Material Adverse Change in the business or financial positions or prospects of the Group and the Group has entered into transactions and incurred liabilities only in the ordinary course of business;
- (10) no event has occurred which gives rise to a material Tax liability to the Group or deemed (as opposed to actual) income, profits or gains or which results in the Group becoming liable to pay or bear a tax liability directly or primarily chargeable against or attributable to another person, firm or company; and
- (11) no remuneration (including bonuses) or benefit of a material nature payable to any officer or employee of the Group has been increased nor has the Group undertaken any obligation to increase any such remuneration at any future date with or without retrospective effect.

5.5 To the best of the Issuer's knowledge, information and belief having made all necessary enquiries, no transaction of any material importance to which the Group is a party has taken place which if it had taken place would have required to be disclosed in writing to the Subscriber or reflected in the Management Accounts.

5.6 Save as Disclosed, since the Management Accounts Date, no dividend has been declared or paid or other distributions of capital made in respect of any share capital of the Group.

## **6. FINANCE**

6.1 Since the Management Accounts Date, save as Disclosed, there has not been and there is and will be no agreement in respect of:

- (1) any sale or transfer by the Group of any material tangible or intangible asset other than in the ordinary course of business, any mortgage or pledge or the creation of any security interest, lien, or encumbrance on any such asset, or any lease of property, including equipment, other than tax liens with respect to Taxes not yet due and statutory rights of customers in inventory and other assets;
- (2) the lapse of any patent, utility models, design, trademark, trade name, service mark, copyright, or licence or any application with respect to the foregoing by the Group which is material in the context of its business; or
- (3) the making of any material loan, advance, indemnity or guarantee or the granting of any security by the Issuer to or for the benefit of any party, save for those within the Group.



- 6.2 Save for those incurred or conducted in the ordinary course of business of the Group, the Group neither has any material capital commitment nor is engaged in any scheme or project requiring the expenditure of capital of a significant amount.
- 6.3 All dividends or distributions declared, made or paid by the Group have been declared, made or paid in accordance with its bye-laws (or equivalent documents) and the applicable statutory provisions.
- 6.4 The Group has neither any material obligation nor liability other than those which have arisen in the ordinary course of its business or by operation of law or have been Disclosed.
- 6.5 The total amount borrowed by the Group from its bankers does not exceed any limits granted under any relevant facilities and the total amount borrowed by the Group from whatsoever source does not exceed any limitation on its borrowing power contained in its bye-laws or articles of association, or in any debenture or loan stock deed or other instrument.
- 6.6 No Group Company has done anything whereby the continuance in full force and effect of any overdrafts, loans or finance facilities extended to the Group might be materially affected or prejudiced.
- 6.7 Save as Disclosed and to the best of the Issuer's knowledge, information and belief, and other than liabilities incurred in the ordinary course of business of the Group or otherwise in relation to this Agreement or the transactions contemplated by this Agreement, the Group had, as at the date of this Agreement and up to Completion, no unrecorded liabilities, contingent liabilities and undisclosed commitments.
- 6.8 Save as Disclosed and to the best of the Issuer's knowledge, information and belief, and other than liabilities incurred in the ordinary course of business of the Group or otherwise in relation to this Agreement or the transactions contemplated by this Agreement, as at Completion, the Group has no recorded or unrecorded indebtedness or liabilities due or owing to any person, has not given any guarantee / indemnity or other form of security in favour of any person, and does not have any contingent liability or commitment towards any person, which may have Material Adverse Effect upon the assets or business of the Group.

## **7. PLANT, EQUIPMENT AND ASSETS**

The Group does not hold any plant(s) and/or equipment(s) which is significant or material in connection with the business of the Group.

## **8. PREVIOUS PUBLICATIONS**

With respect to all the Previous Publications, all statements of fact contained therein were true and correct in all material respects as at the respective dates of such Previous Publications and not misleading in any material respect and all expressions of opinion or

intention contained therein were made on reasonable grounds and were truly and honestly held by the Directors and were fairly based and there were no other facts known to the Directors the omission of which would make any such statement or expression in any of the Previous Publications misleading in any material respect.

## **9. EMPLOYMENT ARRANGEMENTS**

- 9.1 Save as Disclosed, all contracts of service to which a Group Company is a party can be terminated by it without payment of compensation (save as provided by legislation) by not more than three months' notice or less without compensation (other than compensation in accordance with the Employment Ordinance, Chapter 57 of the Laws of Hong Kong) or the relevant legislation.
- 9.2 Save as Disclosed, no Group Company is a party to:
- (1) any agreement, arrangement or scheme (whether or not legally enforceable) for profit sharing or for the payment to employees of bonuses or incentive payments or the like of a material nature;
  - (2) any collective bargaining or procedural or other agreement with any trades union or similar association; or
  - (3) any provident fund other than pursuant to such agreement, arrangement, fund or scheme whereby it is required by law, rules or regulations to be a party.
- 9.3 Other than in respect of any scheme(s) as required under the Mandatory Provident Funds Ordinance of Hong Kong or required by any Applicable Laws (including the PRC), the Group is not under any legal liability or obligation or a party to any agreement, arrangement, scheme, fund, ex-gratia arrangement or promise to pay pensions, gratuities, retirement annuities, benefits, periodical sums, or any other payment or compensation (whether or not legally enforceable) in connection with retirement, death or disability to or for any of its past or present officers or employees or their relatives or dependants; and all payment/ contribution required to be made and/or obligation required to be observed by the Group has been duly paid/made/complied with by the Group.
- 9.4 Particulars of all beneficial loans or other benefits in kind enjoyed by any Director have been duly Disclosed.
- 9.5 The Group is not under any obligation (whether actual or contingent) to any former employee and no Tax, levy, contribution or payment in respect of any former employee is outstanding or disputed.
- 9.6 The Group has not given any guarantee or assumed any obligations in relation to the employees or any other person.

## **10. CONTRACTS AND COMMITMENTS**

- 10.1 Since the Management Accounts Date and save as Disclosed, the Group has carried on its business in the ordinary course and, save as mentioned in or as contemplated by this Agreement, the Group has not entered into any transaction or incurred any material liabilities except in the ordinary course of its day-to-day business and on an arm's length basis for full value.
- 10.2 Save as Disclosed and save for those conducted in the ordinary course of business of the Group, there is no outstanding nor, save and except for such contracts or agreements (if any) which may be entered into by the Group pursuant to this Agreement, will there be outstanding at Completion with respect to the Group:
- (1) any agreement (whether by way of guarantee, indemnity, warranty, representation or otherwise) under which the Group is under any actual, contingent or deferred material liability in respect of the obligations of any person other than the Group;
  - (2) any sale or purchase option or similar agreement affecting any assets owned or used by the Group (with a value in the books of account of the Group in excess of HK\$500,000) except those entered in the ordinary course of business of the Group;
  - (3) any material agreement in excess of HK\$500,000 entered into by the Group otherwise than by way of bargain at arm's length; and
  - (4) any joint venture agreements, agency agreements or any form of agreement whatsoever which entitles any person to bind the Group contractually, to settle, negotiate or compromise any accounts or claims or to collect, receive or share in any balances or sums payable to the Group save in the ordinary course of business.
- 10.3 There are no circumstances which constitute a ground on which any such material contracts of the Group may be avoided, rescinded, repudiated, prematurely determined; or may be declared to be invalid.
- 10.4 Save as Disclosed, the Group has not received any formal or informal notice to repay under any agreement relating to any borrowing (or indebtedness in the nature of borrowing) which is repayable on demand and which exceeds an aggregate amount of HK\$500,000.
- 10.5 The Group is not under any obligation, or party to any contract, which cannot readily be fulfilled or performed by it in time and without undue or unusual expenditure of money or effort and which is material in the context of its business.
- 10.6 No party to any contractually binding agreement or arrangement with or under an obligation to the Group is in default under it, being a default which would be material in the context of the Group's financial or business position and, so far as the Issuer is aware, there are no circumstances likely to give rise to such a default.

- 10.7 There are no outstanding contracts, engagements or liabilities, whether quantified or disputed, which would cause a Material Adverse Effect save for (i) as shown in the Management Accounts or (ii) entered into in the ordinary course of the Group's business operations; or (iii) this Agreement
- 10.8 Save for those conducted in the ordinary course of business of the Group, the Group is not a party to or bound by any partnership or joint venture or profit sharing or voluntary association or other similar agreement.
- 10.9 The Group shall carry out, directly or indirectly, a sufficient level of operations or have tangible assets of sufficient value and/or intangible assets for which a sufficient potential value can be demonstrated to the Stock Exchange to warrant the continued listing of the Issuer's securities on the Stock Exchange as at the date of this Agreement and as at the date of Completion.
- 10.10 There have been no events or circumstances which might have a material adverse effect on the listing of the Shares on the Main Board of the Stock Exchange or the ability of the Issuer to maintain such listing.
- 10.11 Save as Disclosed, there are no outstanding current guarantee, security, indemnity or surety provided by the Group in favour of any financial institution or any person for the benefit of its subsidiaries or any third party

## **11. BUSINESS**

To the best of the Issuer's knowledge, information and belief having made all necessary enquiries and save as Disclosed, the business of the Group has been continued in the ordinary and normal course and the Group has conducted its business in all material respects in accordance with Applicable Laws.

## **12. INTELLECTUAL PROPERTY**

- 12.1 A true and correct list of all trademarks and domain names owned by the Issuer or any Subsidiary and which is material to the business of the Group as a whole (the "**Owned Intellectual Property**") as at the date of this Agreement has been set out in Schedule 5. To the best of the Issuer's knowledge, information and belief having made all necessary enquiries save as Disclosed, the Owned Intellectual Property has been duly registered with, filed in or issued by, as the case may be, the appropriate registry in Hong Kong or elsewhere to the extent necessary or desirable to ensure full protection under any Applicable Laws, and the same remain in full force and effect.
- 12.2 Save as disclosed, the Group has not granted and is not obliged to grant any licences or assignments under or in respect of any Intellectual Property Rights or to disclose or provide know-how, trade secrets, technical assistance, confidential information or lists of customers or suppliers to any person; and no such disclosure has been made.

12.3 All fees for the grant or renewal of the Intellectual Property Rights of or used in the Group's business and which rights are material to the Group have been paid on demand or will be paid in due course and no circumstances exist which might lead to the cancellation, forfeiture or modification of any such Intellectual Property Rights or to the termination of or any claim for damages under any licence of Intellectual Property Rights to the Group.

### **13. LANDED PROPERTIES**

13.1 Details of the landed properties in Hong Kong owned by the Group, excluding the landed properties held by Gold Asset Investment Limited and Wise Think Global Limited, which are under receivership as set out in the announcement of the Issuer dated 30 January 2022 (the "**Owned Properties**"), have been set out in Part A of Schedule 6. Save as disclosed in Part A of Schedule 6, the Group does not own any other Owned Properties.

13.2 Details of the landed properties in Hong Kong leased by the Group (the "**Leased Properties**") have been set out in Part B of Schedule 6. Save as disclosed in Part B of Schedule 6, the Group has no other material Leased Properties.

13.3 With respect to each of the Owned Properties and the Leased Properties:

- (1) the relevant Group Company is the legal and beneficial owner in possession of each of the Owned Properties as set out in Part A of Schedule 6 and is in exclusive occupation;
- (2) all the title deeds (including valid and subsisting tenancy agreements in respect of the Owned Properties but excluding all tenancy agreements which have been lapsed for more than 6 years) and documents necessary to prove the relevant Group Company has good and marketable title to the Owned Properties and in particular all the original of such title deeds and documents which relate exclusively to the Owned Properties are in the possession and under the control of the relevant Group Company or its financier;
- (3) the government lease of the Owned Properties is good, valid and subsisting and all moneys payable or reserved thereunder and all material covenants terms and conditions contained therein have been duly paid, observed and performed to-date;
- (4) all covenants, obligations, stipulations, restrictions, terms and conditions affecting the Owned Properties and the Leased Properties have been duly observed, performed and complied with and in all material respects thereof have been duly paid to-date;
- (5) there is no dispute in relation to the Owned Properties with any Government Authority or with the owner or occupier of any adjoining or neighbouring property or howsoever otherwise;

- (6) no notice or order in relation to resumption or compulsory acquisition of the Owned Properties under any legislation the implementation of which would or could affect the occupation or enjoyment of the Owned Properties or which would require any Group Company to demolish or reinstate any part of the Owned Properties;
- (7) all legislation, statutory requirements, governmental or other orders, rules, directives or instruments affecting or pertaining to the use, occupation or enjoyment of the Owned Properties have been duly complied with in all material respects to-date;
- (8) save as disclosed in Part A of Schedule 6, each of the Owned Properties are free from Encumbrance and there are no third party rights, conditions, orders, regulations or other restrictions which could or might have adverse effect on the title or value of the Owned Properties or limit, restrict or otherwise adversely affect the ability of any Group Company or the Group to occupy to utilise the Owned Properties, and the relevant Group Company has not entered into any agreement in relation to the foregoing;
- (9) there is no agreement to sell or part with possession of or let or license or grant any option over or otherwise dispose of any interest in the Owned Properties or any part thereof;
- (10) the relevant Group Company has not made erected or constructed, and is not aware of, any unauthorised or illegal structure or alteration (which have not been duly rectified) at, on or within the Owned Properties or any part thereof;
- (11) no Government Authority has issued any order or notice which may adversely affect the Owned Properties and the Leased Properties and none of the Group Companies has received nor are aware of any complaints, proposals, schemes, resolutions, notices, orders, requirements or recommendations of any such Government Authority affecting the Owned Properties and the Leased Properties or the use thereof or the interest therein or the owner or occupier thereof;
- (12) the Owned Properties are in good state of repair and good physical conditions and none of the Group Companies is aware of any matters or things which materially and adversely affect the Owned Properties or which may subject the owner or occupier thereof to any charge or Liabilities or which should be revealed to the purchaser for value;
- (13) no default (or event which with notice or lapse of time or both will constitute a default) by the relevant Group Company has occurred or is continuing under the Government lease and/or other documents applicable to the Owned Properties and it is not in breach of any laws, rules, regulations, guidelines, notices, circulars, orders, judgments, decrees or rulings of any Government Authority in respect of the use occupation and enjoyment of the Owned Properties;

- (14) all requisite licences, certificates and authorities necessary for the existing use of the Owned Properties by the relevant Group Company have been duly obtained and are in full force, validity and effect;
- (15) each of the Leased Properties held, occupied or otherwise used under lease, tenancy, licence, concession or agreement by the relevant Group Company is held, occupied or otherwise used by it under a lease, tenancy, licence, concession or agreement in full force and effect that has been duly authorised, executed and delivered and is legal, valid and binding in accordance with its terms, with such exceptions as would not, individually or in aggregate, materially interfere with the use made and proposed to be made of such properties or asset by the Group Company;
- (16) all copies of the existing lease, tenancy, licence, concession or agreement by the relevant Group Company regarding the use and/or occupation of the Leased Properties has been provided to the Subscriber and such copies are true, accurate and accurate and are duly stamped and registered with the Hong Kong Land Registry, where necessary, in compliance with the Applicable Laws;
- (17) there are no outstanding actions, disputes, claims, notices, orders, proceedings, liabilities (contingent or otherwise) or demands between the relevant Group Company and the relevant landlord of the Leased Properties affecting or in respect of the Leased Properties or any part thereof;
- (18) there are no outstanding actions, disputes, claims, notices, orders, proceedings, liabilities (contingent or otherwise) or demands between the relevant Group Company and any third party affecting or in respect of the Leased Properties or any part thereof; and
- (19) there is no outstanding material breach, non-performance or default by the relevant Group Company or any other party under the terms of the relevant lease, tenancy, licence, concession or agreement in respect of the Leased Properties.

**14. NO MATERIAL ADVERSE CHANGE**

To the best of the Issuer's knowledge, save as Disclosed, since the Management Accounts Date there has been no Material Adverse Change.

**15. NO MATERIAL NON-DISCLOSURE**

There are no adverse material or substantial factors or circumstances known to the Issuer relating to the business or affairs of any of the Group Companies which have not been disclosed to the Subscriber and which if disclosed, might reasonably be expected to influence materially and adversely the decision to subscribe for the Subscription Shares on the terms of this Agreement.

**16. TITLE TO ASSETS**

To the best of the Issuer's knowledge, each of the Group Companies has good title to its assets used in its business free from any Encumbrances other than those created in the ordinary course of business or for securing financing to the Group.

**17. TAXATION**

17.1 Each of the Group Companies has complied in all material respects with all relevant and applicable legal requirements relating to registration or notification for Taxation purposes.

17.2 Each of the Group Companies has:

- (1) paid all Taxation (if any) due to be paid before the date of this Agreement; and
- (2) taken all necessary steps to obtain any repayment of or relief from Taxation available to it.

17.3 The returns for Taxation purposes which ought to have been made by or in respect of each Group Company in Hong Kong or any other part of the world, 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 material dispute with the relevant Taxation, revenue or other appropriate authorities.

17.4 The provisions (if any) included in the Audited Accounts are sufficient to cover all Taxation (as the case may be) for which the Group was then or might at any time thereafter become or have become liable in respect of all periods ending on or before the Audited Accounts Date.

17.5 Save as Disclosed, the Group Companies are not in dispute with any Taxation or revenue authority and no such dispute is pending or threatened.

17.6 Save as Disclosed, each of the Group Companies has not in the past one (1) year been the subject of a discovery, audit or investigation by any Taxation authority and there are no facts which are likely to cause a discovery, audit or investigation to be made.

**18. NO WINDING-UP**

18.1 Save as Disclosed, no order has been made or petition presented or resolution passed for the winding up of any of the Group Companies, nor has any distress, execution or other process been levied against the Issuer or action taken to repossess goods in the possession of any of the Group Companies.

18.2 No steps have been taken for the appointment of an administrator or receiver of any part of the property or undertaking of any of the Group Companies.



18.3 No floating charge created by any of the Group Companies has crystallised and there are no circumstances likely to cause such a floating charge to crystallise.

18.4 Save as contemplated under the Proposed Restructuring, no Group Company has made or proposed any arrangement or composition with its creditors or any class of its creditors.

## **19. NO LITIGATION**

19.1 Save as Disclosed, none of the Group Companies is a party to any litigation, arbitration, prosecutions or other legal or contractual proceedings or hearings before any statutory, regulatory or governmental body, department, board or agency which is material to the business of the Group or to any material disputes or to or the subject of any investigation by any Government Authority in the place where the business of the Group is conducted, which may have a Material Adverse Effect.

19.2 Save as Disclosed, no material litigation, arbitration, prosecution or other legal or contractual proceedings, hearings or investigations are threatened or pending either by or against the Group and there are no facts or circumstances, so far as the Issuer is aware, which might give rise to any such proceeding, investigation, hearing or to any dispute or to any payment, which may have a Material Adverse Effect.

19.3 There are no unfulfilled or unsatisfied judgments or court orders against the Group.

## **20. INSURANCE**

20.1 There are existing valid policies of insurance against all liabilities, risks and losses against which it is required by Applicable Laws to insure in respect of all major property and assets owned by and all businesses carried on by the companies in the Group and nothing has been done or has been omitted to be done whereby any of the said policies has or may become void or is likely to be avoided.

20.2 Each Group Company has effected all insurances required by all Applicable Laws of all relevant jurisdictions to each of the Group Company to be effected by it.

20.3 All premiums due on the policies in respect of such insurance cover (the “**Policies**”) have been paid and all the other conditions of the Policies have been performed and observed. None of the Policies has or may become void or voidable as a result of an act or omission of any Group Company and each Group Company has the full benefit of the cover offered by each of the Policies relevant to it. The Policies will continue in full force and effect notwithstanding Completion.

20.4 All information furnished in obtaining or renewing the insurance policies of any Group Company was correct and accurate in all material respects when given and any change in that information required to be given was correctly given. No Group Company is in default under any of these policies and the copies of the policies delivered to the Subscriber are true and complete in all material respects. No Group Company has suffered any material uninsured losses which is insurable and required by Applicable Laws nor waived any rights of material or substantial value or allowed any insurance to lapse.

## **21. CONNECTED TRANSACTIONS**

- 21.1 Save as Disclosed, there are no agreements or arrangements between any Group Company and any director or any substantial shareholder or their associates for financings, borrowings, guarantees, the supply of any goods or services or the use by one company of the property, rights or assets of the other.
- 21.2 Save as Disclosed in the Previous Publications or as those transactions that constitute an exemption under the Listing Rules, no Group Company has transferred any asset to any director or any substantial shareholder of any Group Company or their associates.
- 22.3 Save as Disclosed in the Previous Publications or as those rights and obligations that constitute an exemption under the Listing Rules, there are no outstanding rights and obligations of any Group Company under any of the agreements or arrangements previously entered between any Group Company and any director or any substantial shareholder or their associates.

## **22. MISCELLANEOUS**

- 22.1 Save as Disclosed, the Group has not committed any breach of any statutory provision, order, bye-law or regulation binding upon it or of any provision of its memorandum of association, bye-laws, articles of association or of any trust deed, agreement or licence to which it is a party or of any covenant, mortgage, charge or debenture given by it, which may have a Material Adverse Effect.
- 22.2 All information contained in this Agreement relating to the Issuer and/or the Group was when given true and accurate in all material respects and save as Disclosed, there is no material fact or material matter which has not been disclosed, which may render any such information untrue, inaccurate or misleading in any material respect. All information provided by the Issuer and/or the Group and/or their respective agents, advisers, employees and staff to the Subscriber and/or its agent during the Due Diligence Review is true and correct in all material respects and save as Disclosed, there is no material fact or material matter which has not been disclosed, which may render any such information or documents untrue, inaccurate or misleading in any material respect.
- 22.3 The information set out in the recitals, Schedules 2, 5, and 6 and the Disclosure Letter about the Issuer (save and except for the authorised share capital and the issued share capital which is subject to change upon the Capital Reorganisation becoming effective), the Subsidiaries, the Owned Intellectual Property, the Owned Properties and the Leased Properties is true, correct and complete in all material respects.

## **23. SUBSIDIARIES IN THE PRC**

- 23.1 The articles of association of each of the Issuer's subsidiaries in the PRC (the "**PRC Subsidiaries**") provided by the Issuer to the Subscriber is accurate and complete in all

material respects. Each of the PRC Subsidiaries has complied with its respective articles of association in all aspects, and none of its activities, agreements, commitments or rights are ultra vires or unauthorised. There are no material facts or circumstances not disclosed that make any such information inaccurate, incomplete, or misleading or in any way upon the disclosure will adversely affect the rights, benefits and interests on the Subscription Shares.

- 23.2 Each of the PRC Subsidiaries is validly constituted and established and has the requisite corporate power and all permits, authorities, licences and consents (whether granted by public or private authority) necessary to carry on its business in the matter and in the places in which its business is now carried on and there are no circumstances which might lead to the suspension or cancellation of any such permits, authorities, licences or consents.
- 23.3 The register of members and other statutory books of each of the PRC Subsidiaries have been properly kept and contain an accurate and complete record of the matters with which they should deal.
- 23.4 The business licence and approval certificate issued by the relevant PRC governmental authorities and all other necessary approvals, licences, permits and consents in respect of the PRC Subsidiaries or their business have been obtained and are valid and subsisting. The entering into of this Agreement and/or the Completion pursuant to this Agreement will not prejudice any such approvals, licences, permits and consents or violate against the relevant PRC laws or any other applicable legislation or legislative or administrative regulations, directions or orders.

## **SCHEDULE 4**

### **The Subscriber's Warranties**

Subject to the matters referred to herein, the Subscriber hereby represents, warrants and undertakes to the Issuer that all statements of fact set out in this Schedule are true and accurate in all material respects as at the date hereof and up to and including Completion.

1. The Subscriber is duly incorporated under the laws of Hong Kong and is validly in existence as at the date of this Agreement.
2. The Subscriber has full power, authority and legal right to enter into and perform this Agreement and all transactions contemplated hereunder and has taken or obtained all necessary corporate and other action to authorize the execution and performance of this Agreement.
3. This Agreement and all such documents and agreements executed pursuant hereunder and/or purported to give effect to the transaction hereunder constitutes legal, valid and binding obligations of the Subscriber enforceable in accordance with its terms.
4. Each of the Subscriber and its ultimate beneficial owners is independent of and not connected with the Issuer, and its respective associates.
5. None of the Subscriber and parties acting in concert with it is interested in or has acquired any Shares.

## SCHEDULE 5








### List of Owned Intellectual Property

**Domain names:**

Domain name	Domain status	Registrar name	Registrant	Domain name commencement date	Domain name expiry date
FULLSUN.COM.HK	Active	SPEEDY GROUP CORP. LIMITED	Fullsun International Holdings Group Co., Limited	1 August 2015	1 August 2022

**Trademarks:**

For the purpose of this Schedule 5, Fuzhou Fullsun Group shall mean 福州福晟集团有限公司, a company established in the PRC with limited liability

Trademark	Registered owner	Place of Registration	Class	Registration number	Duration of validity
福晟	Fuzhou Fullsun Group	Hong Kong	19, 36, 37	303388401	27 April 2015–26 April 2025
鐵隆	Fuzhou Fullsun Group	Hong Kong	19, 36, 37	303388410	27 April 2015–26 April 2025
	Fuzhou Fullsun Group	Hong Kong	19, 36, 37	303388429	27 April 2015–26 April 2025
	Fuzhou Fullsun Group	Hong Kong	19, 36, 37	303388429	27 April 2015–26 April 2025
	Fuzhou Fullsun Group	Hong Kong	19, 36, 37	303388429	27 April 2015–26 April 2025
	Fuzhou Fullsun Group	Hong Kong	19, 36, 37	303388429	27 April 2015–26 April 2025
福晟集團 福晟集團	Fuzhou Fullsun Group	Hong Kong	19, 36, 37	303433680	5 June 2015–4 June 2025
FULLSUN GROUP	Fuzhou Fullsun Group	Hong Kong	19, 36, 37	303433699	5 June 2015–4 June 2025
福晟國際 福晟國際	Fuzhou Fullsun Group	Hong Kong	19, 36, 37	303433707	5 June 2015–4 June 2025
FULLSUN INTERNATIONAL	Fuzhou Fullsun Group	Hong Kong	19, 36, 37	303433716	5 June 2015–4 June 2025
	Fuzhou Fullsun Group	Hong Kong	19, 36, 37	303433725	5 June 2015–4 June 2025
	Fuzhou Fullsun Group	Hong Kong	19, 36, 37	303433725	5 June 2015–4 June 2025
	Fuzhou Fullsun Group	Hong Kong	19, 36, 37	303433725	5 June 2015–4 June 2025

**SCHEDULE 6**

**Part A**

**The Owned Properties**

None

**Part B**

**The Leased Properties**

None

## **SCHEDULE 7**

### **The Operating Subsidiaries**

1. Sunny Pavilion Ventures Limited (晴軒創投有限公司)
2. Intelligent Lead Holdings Limited
3. Multi Success Trading Limited (成創貿易有限公司)
4. Easy Yield Holdings Limited
5. All Treasure International Limited (永富盈國際有限公司)
6. Rosy Success Group Limited (成潤集團有限公司)
7. Success Way Creation Limited (萬昇創盈有限公司)
8. Giant Astute Limited (敏碩有限公司)
9. Gold Asset Investment Limited (金置投資有限公司)
10. Wise Think Global Limited
11. Trillion Fortune Group Limited (兆福集團有限公司)
12. Yield Luck International Group Limited (億福國際集團有限公司)
13. Broad Praise Holdings Limited (廣頌控股有限公司)
14. Vivalink Limited (隆通有限公司)
15. Smart Agility Limited (敏聰有限公司)
16. Grand Mars Investment Limited (廣敏投資有限公司)
17. Jungle King International Limited (從君國際有限公司)
18. Joint Bloom Investment International Limited (合晟投資國際有限公司)
19. Flourishing Origin Limited (芊源有限公司)
20. Oceanic Profit International Limited (海利國際有限公司)
21. Prosperous Kindness Limited (昌澤有限公司)
22. Yuan Hing Limited (元興國際有限公司)
23. Keen Lucent Limited (敏熹有限公司)
24. Shiney Investment Limited (晟利投資有限公司)
25. Refined Fortune Limited (倩福有限公司)
26. Zing Harvest Group Limited (星溢集團有限公司)
27. 卓弘 (福建) 建材貿易有限公司
28. 福州康安利信投資有限公司
29. 湖南德瑞達房地產開發有限公司

30. 中山市正培电子科技有限公司
31. 长沙卓丰利信建材贸易有限公司
32. 成润（福建）商业管理有限公司
33. 郑州福晟钱隆实业有限公司
34. 郑州世福房地产开发有限公司
35. 郑州钱隆实业有限公司
36. 福州胜创投资有限公司
37. 福建福晟投资有限公司
38. 宁德市碧晟房地产开发有限公司
39. 福州市凤凰时代企业管理有限公司
40. 福建凯鼎投资发展有限公司
41. 福建上鼎贸易有限公司
42. 福建福晟闽长投资有限公司
43. 上海晟拜实业有限公司
44. 福州正合利信投资有限公司
45. 福州福利华投资有限公司
46. 福州永润房地产开发有限公司
47. 长安国际信托股份有限公司
48. 湖南福晟集有限公司
49. 湖南隆祥房地产开发有限公司
50. 湖南玮隆房地产开发有限公司
51. 湖南中旅房地产发展有限公司
52. 湖南福晟房地产开发有限公司
53. 湖南兴汝城房地产开发有限公司
54. 中航信托股份有限公司
55. 上海福晟置业有限公司
56. 福建钱隆海晟投资有限公司
57. 上海钱隆晟世投资管理有限公司
58. 海航投资集团上海投资管理有限公司
59. 亿城集团上海投资有限公司
60. 上海福晟企业管理（集团）有限公司



61. 宁波保税区钜吉投资管理合伙企业（有限合伙）
62. 嘉兴市铂金置业有限公司
63. 中铂国际（中国）投资有限公司
64. 福州福晟集团有限公司
65. 深圳市璟鸿投资咨询有限公司
66. 深圳钱隆实业有限公司
67. 福州宣晟投资有限公司
68. 长沙嘉实房地产开发有限公司
69. 长沙嘉浩商业管理有限公司
70. 湖南晟泓达房地产开发有限公司
71. 湖南亚太美立方投资置业有限公司
72. 湖南正昊置业发展有限公司
73. 湖南晟冉房地产开发有限公司
74. 广州福晟投资控股有限公司
75. 广州品礼贸易有限公司
76. 广东欣宝装饰工程有限公司
77. 清远市耀武建筑装饰工程有限公司
78. 广东福晟钱隆投资有限公司
79. 广州捷越置业有限公司
80. 上海宣晟实业有限公司
81. 上海佳宣实业有限公司