日期: 2022 年 8 月 19 日

张兵(「出售方」)

及

海南华港新能源开发有限公司

(「购买方」)

及

成都华汉能源有限公司

(「目标公司」)

35% 股权之转让协议

- 1. 定义
- 2. 出售权益的买卖、对价及付款
- 3. 先决条件及交割前责任
- 4. 交割
- 5. 陈述与保证
- 6. 购买方的违约责任
- 7. 在本协议签定之日至交割日之间的行为
- 8. 出售方的保证
- 9. 出售方及购买方在交割日后的权利及责任
- 10. 信息
- 11. 公告
- 12. 补偿
- 13. 保密
- 14. 部分无效
- 15. 本协议的后续效力
- 16. 转让
- 17. 完整协议
- 18. 变更及豁免
- 19. 费用及开支
- 20. 终止条款
- 21. 一般条款
- 22. 不可抗力

- 23. 通知
- 24. 第三方权利
- 25. 复本及法定语言
- 26. 管辖法律、管辖区和法律文件接收代理人
- 27. 独立的法律意见
- 附录一: 各公司现时的简要资料
- 附录二: 声明及保证
- 附录三:物业清单
- 附录四: 披露附表
- 附录五: 债券发行契据样本

签署页

本协议由以下各方于 2022 年 8 月 19 日订立

立约方:

- (1) **张兵**, (中国身份证号码: 511002197105130617), 其地址是中国成都市高 新区万象南路 350 号 12 栋 1 单元 10 楼 1002 号 (「**出售方**」);
- (2) 海南华港新能源开发有限公司,一家于中华人民共和国注册成立的有限责任 公司,其地址是中国海南省洋浦经济开发区新英湾区保税港区 2 号办公楼 E181 室(「购买方」);及
- (3) 成都华汉能源有限公司,一家于中国注册成立的有限责任公司,其注册地址 是中国(四川)自由贸易试验区天府新区万安街道麓山大道二段 1201 号 12 栋9层 903 号附2号(「目标公司」)

(各方指本协议任何一方,而买卖双方指购买方及出售方)

鉴于:

- (A) 出售方是张兵(「出售方」),他为上市公司的子公司成都凱邦源商貿有限公司的主要股東,是上市公司子公司層面的關連人士,住址是中国成都市高新 区万象南路 350 号 12 栋 1 单元 10 楼 1002 号。
- (B) 出售方现为**成都华汉能源有限公司(**「目标公司」)95%股权的法定及实益拥有人。
- (C) 目标公司为一家于中国注册成立的有限责任公司(营业执照编号: 91510100MA69H8GL47),其现时主要业务为投资控股。目标公司拥有合营公司 (定义见下)50%的股权。有关目标公司的简要资料已列于附录一。

现出售方同意按本协议的价格、条款和条件把出售权益售予购买方,而购买方亦同意按 相同条件及条款购买出售权益。

现各立约方达成如下协议:

- 1. 定义
- 1.1 在本协议中,包括陈述事实部分,以下词语具有以下含义,除非文义另有规定:

「本协议」	指本协议、及不时按第18条规定经修改的本协议;
「董事会」	就某时候某一公司或企业而言,指该公司或企业当时的董 事会;
「营业日」	指香港持牌银行开始营业的日子,以下日期除外:(i)星期 六、(ii)在上午9时到中午12时于香港发出或仍然发出八 号或以上热带气旋警告,且在中午12时或之前没有除下警 告的任何一天、或(iii)在中午12时前于香港发出或仍然 发出黑色暴雨警告、且在中午12时或以前没有除下警告的 任何一天;
「交割」	指按第 4 条完成出售权益的买卖,且各方履行了该条中规 定的各自义务;
「交割日」	指按第 4.1 款确定并进行交割的日期;
「先决条件满足 期限」	2023 年 3 月 31 日, 或出售各方和购买方双方书面同意的较 后日期和时间;
「董事」	就某时候某一公司而言,指该公司当时的董事;
「已披露」	指已在本协议(包括附录)及该等帐目中以公平合理的方式 披露;
「处置」	指任何销售、转让、交换、租让、借出、出租、解除租赁、 租用、许可、直接或间接的保留、放弃、让步、让与、处理 或授予任何选择权,优先权或其它权利或利益,包括签署 对上述行为的任何协议;
「披露附表」	本协议的附录四;
「产权负担」	指任何财产、资产、权利或利益(不论其性质)的任何按揭、 抵押、质押、留置(依法产生者除外)、冲平抵押、或对其 不利的权利要求,或对其设立其它产权负担、优先权或抵 押权益、或其延期购买、所有权保留、出租、买卖、售后 租回安排、或与上述内容有关的任何协议;
「香港」	指中华人民共和国香港特别行政区;

「目标公司」	指成都华汉能源有限公司,一家于中国注册成立的有限责任公司(营业执照编号:91510100MA69H8GL47);有关目标公司的简要资料已列于附录一;
「合营公司」	安徽华港博臣新能源有限公司,一家于中国注册成立的 有限责任公司(营业执照编号:91341622MA2TWXXK54),其注 册地址是;中国安徽省蒙城县开发区经十一路以西、经十 七路以东、纬二路以南、纬三路以北,其于本协议日期的业 务为于安徽省亳州市建设及运营天然气管网、运行及维护 管廊、以及采购、输送、及销售天然气等及拥有两座分布式 能源站,4台20吨燃气蒸汽锅炉、两座天然气门站、约7 公里的供热主管网,有关合营公司的简要资料已列于附录 一;
「上市规则」	指香港交易所证券上市规则;
「 重 大 不 利 转 变」	在总体上对目标公司的财务状况、业务或财产、经营成果、 业务前景或资产有重大不利影响的任何转变;
「中国」	指中华人民共和国;
「对价」	指人民币 4490 万元(相等于港币 5200 万元),由购买方 根据第 2.2 及 2.3 条保证上市公司就出售权益向出售方(或 其代名人)支付的购买总价;
「出售权益」	指由出售方合法及实益拥有目标公司的35%股权;
「香港证监会」	指香港证券及期货事务监察委员会;
「香港交易所」	指香港联合交易所有限公司;
「保证」	指出售方所作出的、列于第5条及附录二中的有关目标公司的声明、保证及承诺;
「出售方」	指张兵,中国身份证号码: 511002197105130617;
「购买方」	指海南华港新能源开发有限公司, 是上市公司的全资附属 子公司;

「上市公司」	中发展控股有限公司,一家于开曼群岛注册成立的有限责任公司,其总办事处是香港湾仔告士打道 178 号华懋世纪 广场 22 楼 2202 室;
「该等査证」	指对出售方及目标公司相关业务、资产、债务、活动、营运、前景和其它状况而进行其认为需要和适合的调查和查证;
「公司条例」	指香港法例第 622 章 «公司条例»;
「中国公司法」	中华人民共和国公司法;
「子公司」	就无论何地设立的某家公司(「 控股公司 」)而言,指以 下任何一项由控股公司(或代其行事的人士)直接或间接 持有或控制的任何公司:
	(a) 可在该公司股东大会上行使的过半数表决权;或
	(b)委任或罢免过半数董事的权利,
	并且作为另一家公司之子公司的任何公司亦是该另一家公司控股公司的子公司。除非上下文另有约定,否则在任何时间对任何公司适用子公司的定义应以该公司届时的情况为准;
「账目日」	2022年3月31日;
「债券条款」	指在附录五中列出的债券发行契据样本所附的债券的条款 和条件(以及本协议各方可能同意的修改),并且"债券条 款"也是指条款的相关编号段落;
「债券」	指 0%利息的可换股债券,自发行日期起计,本金总额不超 过港币 5200 万元,由上市公司根据债券条款的规定发行或 将发行,实质上采用附录五所附的格式;
「换股权」	指债券所附带的根据条件将债券的本金或其一部分转换为 换股股份的权利;
「换股股份」	指上市公司经表决权超过百分之五十的股东通过的书面决 议,于行使换股权(或根据债券条款以其他方式)后,可能

	根据授予其董事会的一般授权配发及发行的新股份;及	
「债券持有人名 册」	指根据债券条款而备存的名册,根据债券条款对债券持有 人的姓名和地址、它/他/她/他们持有的债券的明细及所有 债券的转让进行记录。	

1.2 在本协议中

- (a)在本协议中提及的任何中国法律述语(涉及诉讼、补救方法、司法程序、法 律文件、法律状况、法院、官方机构)或任何法律概念或事项,而应当用到 香港以外的其它司法管辖区时,应视为包括最接近有关香港法律述语之概 念的、在该等司法管辖区使用的法律用词;
- (b) 「条」、「款」,指本协议的条和款;
- (c) 「附录」、「附件」,指本协议的附件和附录,除非另有说明;
- (d) 「段」,指提及该段的款、或附录中的段落;
- (e)任何条例、规定或其它法律条款(包括上市规则),包括经修改、合并或重新制定的该等条例、规定或法律条款(包括上市规则)、或按该等条例、规定或法律条款、或该等修改或重新制定的条例、规定或法律条款发出的法律文书,命令或规定;
- (f) 一个词性的词语,包括阴性,阳性及中性的含义;人包括公司,在所有情况下,反之亦然;及
- (g) 如文义许可, 「出售方」和「购买方」包括其各自的法定或指定的继承人 和获准许的受让人。
- 1.3 本协议中的标题及目录仅为方便阅读而加插,不影响本协议的解释。
- 1.4 本第1条及在序文中的定义及采用的名称,在整个本协议及附录中均适用。
- 1.5 附录构成本协议的一部分,具有同等效力,如同其被明确载于本协议正文中;本 协议中提及「**本协议**」时,包括本协议的附录。

2. 出售权益的买卖、购买价格及付款方式

2.1 在遵守本协议各条款及本协议的先决条件获得满足及/或完成或被豁免,而在购 买方依赖出售方在本协议内所作出和给予购买方的保证,同意购买及接受全部的 出售权益的前提下,出售方应作为法定及实际拥有人在交割日以购买价格,向购 买方出售和转让不含任何产权负担或任何第三方权利(不论性质)的出售权益(含) 现时或及后的一切权利包括享有本协议日期后所宣派作出或派付的任何股息或 其它分派的权益);购买方应从出售方购买出售权益的所有权。

- 2.2 出售权益的购买价格为人民币 4490 万元。
- 2.3 受限于第6条,购买方将以债券作为支付购买价格的方式。在完成先决条件的前 提下出售方同意购买方按以下方式向出售方支付购买价格:
 - (a) 在交割日之后的一个历月内(该期间不包括上市规则所规定的禁止买卖及/或认购上市公司的证券的期间),购买方同意保证上市公司根据债券条款发行及出售方同意认购本金总额为港币5200万元的债券,作为支付本次交易的100%的购买价格,以本条的发行债券为目的,购买方应保证上市公司向出售方交付代表向出售方正式发行债券的证书及保证出售方的名称记入债券持有人名册。
 - (b) 上述 (a) 项的支付对价构成以上第 2.2 条中所述的购买方向出售方支付的 100%购买价格。

3. 先决条件及交割前责任

- 3.1 于交割前,以下条款应于先决条件满足期限或之前获得满足(或,如适用者,获 购买方书面同意豁免):
 - (a) 取得为进行转让目标公司的所有权事项所需之中国内地相关政府机关的 批准及同意(如适用);
 - (b) 自本协议签订之日直至交割日期间的任何时候,本协议项下的保证均继续保持真实、准确、未有任何重大误导、亦未曾遭到违反、亦不曾发生任何事件或情况导致出现任何重大不利转变;
 - (c) 该等出售方及目标公司于收购事项交易文件中作出之声明及保证于 所有方面维持真实及准确,且不具误导成份;
 - (d) 概无接获任何政府部门就该等出售方或目标公司及合营公司作出之 要求或就该等出售方或目标公司及合营公司向任何政府部门作出任 何要求,而有关要求可能限制收购事项或可能对收购事项构成任何 重大不利影响;
 - (e) 目标公司概无面临仲裁、行政法律程序或争议调解,而其裁决可能 对该等出售方、目标公司或收购事项构成重大不利影响;
 - (f) 出售方已取得该等出售方及目标公司就收购事项须取得之所有必要 内部同意及批准;

8

- (g) 概无实施或颁下可能限制或导致收购事项不合法之法律、行政命令 或判决;
- (h) 出售方已取得该等出售方及目标公司须就收购事项取得之所有必须 登记、备案、牌照及批准;
- (i) 目标公司之资产净值不少于人民币 1800 万元;
- (i) 目标公司持有合营公司 50%的股权;
- (k) 目标公司没有任何子公司;
- (I) 购买方批准之估值机构已发出有关 35%的目标公司股份的估值报告的部分,其合共的价值不可低于人民币 4490 万元,且购买方信纳估值报告之格式及内容;
- (m) 目标公司在交割日前已为其合法经营取得所需的证件、牌照及批文;
- (n) 购买方委聘之具中國執業資格之法律顾问已发出有关目标公司及合 营公司之法律意见,且购买方信纳其内容;
- (o) 购买方信纳将就目标公司及合营公司之法律、财务、营运及税务等相关方面作出之尽职审查之结果;
- (p) 目标公司及合营公司的业务、经营、资产、财务、交易或其他状况、利润 或前景未曾出现任何重大不利变更或可能导致该等重大不利变更的任何 事件或情形;
- (q) 购买方收到条款内容令其满意的确认函,确认交易购买方的董事会 批准且无任何异议提出;
- (r) 目标公司及合营公司在营业、工程款项以外的应收账目已完全解除;
- (s) 除了在交割前没有在营运的任何公司,目标公司及合营公司已与供货商确 定在交割日后5年内有足够及稳定的供应以支持目标公司及合营公司继 续营运其主营运营;
- (t) 上市公司的表决权超过百分之五十的股东依照其组织章程和上市规则的规定通过书面决议或在上市公司的股东大会中通过决议,批准本协议及债券的配发及发行和其预期的各项交易;
- (u) 香港交易所上市委员会已授予批准或同意批准换股股份于香港交易所上市及交易(无论该批准或同意批准是否附带任何条件)及本协议项下的交易,以及其他涉及香港交易所的一切同意及批文,而该批准没有在交割日之前被撤回;
- (v) 本协议项下的交易不构成或触发香港证券及期货事务监察委员会的公司

收购、合并及股份回购守则中规定的强制要约的责任;及

- (w) 香港或其他地方(包括但不限于香港交易所)的相关政府或监管机构或机构因应本协议作出对购买方,上市公司及/或出售方有利的任何必要批准、同意及/或豁免已获得本协议项下拟进行的交易,且此类批准、同意及/或弃权尚未被撤回。
- 3.2 出售方及目标公司保证尽其最大合理努力协助及配合购买方在第 3.1 条中规定的时间前(如适用者)促成该第 3.1 条(a)至(s)及(v)至(w)(与出售方相关部分)款中规定的条件获得满足(包括但不限于在签署本协议后应尽快作出的所有必要的申请)。购买方保证尽其最大合理努力在第 3.1 条中规定的时间(如适用者)促成该条(t),(u)及(w)(与购买方相关部分)款中规定的条件获得满足。
- 3.3 如第3.1条所列先决条件没有在先决条件满足期限届满或以前全部满足,购买方和出售方均可于先决条件满足期限届满后向对方发出书面通知,终止其于协议项下的义务,之后各方于协议项下的义务将立即停止及终止,但出售方在协议终止前的违约除外。

4. 交割

- 4.1 交割应于购买方在向出售方发出有关交割的书面通知后在出售方与购买方同意的地点进行,惟购买方只会于第3.1条中的条件在先决条件满足期限当日或之前获得满足(或购买方书面豁免其中若干条件(如可能者))后发出有关交割通知。如在上述日期前出售方未收到购买方发出的交割通知的,在购买方作出同意后,出售方在确定3.1条中的条件成就后可向购买方发出交割通知,交割日以出售方指定的日期为准。
- 4.2 交割届时应办理以下事务:
 - (a) 出售方及目标公司应:
 - (i) 向购买方交付或促成交付出售方股东会会议决议的副本,而有关决议是批准本协议的形式及内容、及本协议预期的交易、和证明代表出售方签署、(如适用者)盖章和交付本协议的授权人的权力。
 - (ii) 以购买方或其指定的提名人为受益人的有关出售权益及由出售方 正式签署的转让文书及/或其它有关文件,以便赋予购买方对出售 权益的合法拥有权、成为出售权益的注册股东。
 - (iii) 购买方合理要求的文件或簿册。
 - (iv) 促成以下事项:
 - (aa) 目标公司举行股东会会议,在会议上:

- (1) 批准将有关的出售权益由出售方转让予购买方以及 注册此转让;及
- (2) 批准根据购买方的合理要求,处理其它相关事务,以 履行本协议所有条款的责任;
- (bb) 向购买方交付证明以上第(aa)款中提及的股东会会议的议 定形式记录的副本;及
- (cc) 向购买方交付目标公司最新的账目。
- (b) 出售方、目标公司及购买方须于中国相关市场监督管理部门申请登记目标公司之股东变动。登记须于交割日后 30 个营业日内完成,而完成登记后购买方成为目标公司 35%股权之持有人当日为完成日期。
- 4.3 若买卖任何一方由于任何理由未遵守上述 4.1 及 4.2 条中的任何规定(违约的一 方称为「违约方」,而另一方则称为「守约方」),在不影响守约方可获得的任 何其它补救措施的情况下,守约方可:
 - (a) 将交割日期延期不少于 10 个营业日,至原来的交割日期后不超过 180 个营业日;或
 - (b) 在可行的情况下,进行交割(但不影响守约方于本协议下的其它权利);或
 - (c) 经发出书面通知,立即取消或终止本协议,并且要求违约方赔偿守约方本 协议购买价格的 20%。

5. 出售方及购买方的陈述与保证

- 5.1 出售方在此根据附录二中所列条件对购买方无条件地和不可撤回地进行陈述及 保证,而该等陈述与保证均为全面正确及真实,此类责任在本协议签订日及交割 日分别有效,本条款内容在交割日后仍具有完全效力。出售方承认购买方对本协 议的签订建立在此类陈述与保证的基础上,购买方有权将其作为本协议的条件。
- 5.2 在附录二每一段列明的出售方保证均是分别和独立的。除明确列明,违约行为不 受附录二的任何其它段落、分段内容或本协议任何内容限制。
- 5.3 购买方或其代理人所进行的任何调查,并不影响其进行索赔或减少其可获赔偿的 数额,出售方不得以购买方应当了解或具备引起索赔的情况的知识为抗辩理由。
- 5.4 出售方在交割日前不得进行、允许或实行任何可构成实质违约的行为或遗漏任何 行为,或准许出售方或目标公司发生任何可构成实质违约或不履行责任的行为, 如果上述行为在发生之时或交割日,会降低任何保证的准确性或导致对其发生误 解,出售方在此保证,在知情后立即以书面形式向购买方披露任何交割日之前发 生的,构成或可能导致违约,或与任何保证不一致或可能降低保证确性,或导致

对其发生误解的事实,以及当时构成违约或与任何保证不一致,或可能降低保证 准确性或导致对其误解的事实。

- 5.5 当保证中包括诸如 「在出售方所知范围内」, 「根据出售方所具备的知识, 信 息或观点」之类表述, 该保证应被认为是出售方在进行必要的了解及调查后根据 其所具备的知识、信息或现观点做出, 并已尽力确保所有保证的真实性和准确性。
- 5.6 当协议任何一方在交割日前不能完成本协议中的实质性义务(包括交割时义务), 或实质性违反保证条款,在不损害非违约方其它权利(包括但不限于其损害赔偿 权)的前提下,非违约方可以通知要求违约方履行义务,或在可行范围内赔偿违 约损失,或可认定违约方拒绝履行协议而撤销本协议。本第5.6条所赋予各方权 利为附加权利,不影响各方所有的其它权利。未行使该条所赋予的权利不构成对 该权利的放弃。
- 5.7 购买方就任何出售方声明、保证及承诺之违反所作出之申索不得于交割日后之6 个月后作出。
- 5.8 出售方与购买方订立契约,对购买方因任何有关目标公司的保证条款遭违反而所 受的损失和负债进行赔偿,唯该赔偿不应高于本协议的对价的 20%。
- 5.9 购买方在保证条款及本协议其它条款基础上签订本协议,如保证条款及本协议其 它条款于交割日尚未完全履行,有关条款将继续有效。
- 5.10 保证条款是受到已披露事项限制。
- 5.11 购买方在此无条件地和不可撤回地进行以下陈述及保证,而该等陈述与保证均为 全面正确及真实,此类责任在本协议签订日及在根据本协议发行债券时分别有效, 本条款内容在交割日后仍具有完全效力:
 - (d) 上市公司根据开曼群岛法律正式成立并以良好的信誉有效存在。上市公司 现有全部已发行股本于香港交易所上市,在所有重大方面上市公司在其日 常业务过程中均遵守并将遵守所有适用法律及上市规则的适用规定;
 - (e) 换股股份在以债券条款所规定的方式发行和交付时,将:
 - (i) 被正式有效地签发,并全额支付;
 - (ii)与于作出换股的通知时已发行的其他股份享有同等地位,并在所有方面享有相同权利,包括在收取换股的通知后可能宣布或支付的所有股息和分派的权利;
 - (iii) 可自由转让、不存在任何留置权、产权负担、股权、担保权益或其 他第三方权利,并且不会被要求提供更多资金;及
 - (iv)在香港交易所正式上市并获准交易。

6. 购买方的违约责任

6.1 在交割日之后的一个历月内(该期间不包括上市规则所规定的禁止买卖及/或认购上市公司的证券的期间),购买方向出售方根据上述第2.3条保证上市公司配发及/或发行债券;如购买方迟延保证上市公司配发及/或发行或未足额配发及/或发行的,自应付之日起按当期一年期贷款市场报价利率(LPR)的四倍为标准按照在扣除已按照第2.3条配发及/或发行的债券后等额的部分的剩余购买价格计算利息。

7. 在本协议签定之日至交割日之间的行为

- 7.1 在签订本协议之日至交割日,出售方及目标公司承诺促使目标公司及合营公司相关业务将继续按照正常及审慎标准及与先前惯例一致的日常营运的正常过程中运作,并不会采取或遗漏采取(或容许将予采取或遗漏采取)不在日常营运的正常过程范围内的任何行动或事情,从而对目标公司及合营公司有重大不利影响,特别是(但不限于上文的一般性)出售方将促使(除本协议规定外)目标公司及合营公司在交割前不会采取、允许或促使将会或可能构成违反任何保证或本协议所载的任何承诺的任何行动或容许任何遗漏,并且不会做出任何可能损害目标公司及合营公司商誉的行为,除非经购买方事先书面批准。
- 7.2 在不违反本协议第4条的前提下,除非事先取得购买方同意,出售方及目标公司 应促使目标公司及合营公司(如适用)不得作出以下行为,但购买方提前书面同意 的除外:
 - (a) 变更、出售、转让、或处置其持有的合营公司 50%的股权及/或变更、 出售、转让、或处置合营公司的任何资本、重大资产、业务、员工或任何 会影响其正常运营的事项,或订立与上述变更、出售、转让、或处置相关 的任何协议;
 - (b) 处置目标公司及合营公司(业务经营中使用或所需的任何重大资产,或订立 处置该等资产的协议;
 - (c) 配发(或同意配发)任何股份或其他证券,或回购或赎回(或同意回购或赎回)其任何股份;
 - (d) 通过其任何董事会或股东会决议(合营公司及涉及本协议交易的除外);
 - (e) 订立、修改或终止任何**重大合同**(定义参见附录二第1部分第13.1条), 或同意作出该等行为;
 - (f) 在营业、工程款项以外订立超过人民币 10,000 元任何借款;
 - (g) 订立任何租约、汽车租赁或分期付款协议,或递延付款协议,但合营公司为 主体除外;

- (h) 支付任何股息或对其资产进行任何其他分配;
- (i) 对其及合营公司(任何董事、管理人员或雇员的雇佣条款与条件(包括福利) 作出(或同意作出)任何重大修改;
- (j) 向任何董事、管理人员、雇员或其各自受抚养人或受赡养人提供(或同意提供)任何非合同性的福利;
- (k) 除了在交割前没有在营运的任何公司, 解雇其任何雇员, 或雇用、聘用任何 个人(或向任何个人发出雇佣或聘用要约);
- (1) 提供(或同意提供)任何财务或业绩保证,或任何类似的担保或补偿;
- (m) 提起任何法律程序,或就该等法律程序和解或同意和解;
- (n) 向出售方支付任何管理费用;
- (o)产生向出售方承担的任何债务,但正常业务经营过程中因交易产生的债务 除外;
- (p) 与任何工会订立任何协议,或订立与任何劳资委员会相关的协议,或修改 任何现有协议;
- (q) 对其账目编制所依据的会计准则、程序、制度或原则进行任何重大修改;
- (r) 授予、变更、终止任何其及合营公司的知识产权或允许任何知识产权失效, 或订立与任何该等权利相关的协议;
- (s) 就该等目标公司及合营公司成立任何合资或合作企业从事该等目标公司及 合营公司的任何业务,无论其做法是否符合商业惯例;
- (t) 给予任何人任何谈判的权利(无论属专有权或非专有权),目的在于或有关 实际、有条件或建议出售或处置任何该等目标公司及合营公司或该等目标 公司及合营公司相关业务的其中任何权益;或
- (u) 企图阻碍或阻止本协议中涉及的交易。
- 7.3 出售方及目标公司应尽快向购买方全面提供其及合营公司的公司业务、经营、资 产、(财务、交易或其他)状况中发生的任何重大变更的详细情况或可能导致该 等重大变更的任何事件或情形。
- 7.4 出售方及目标公司不得:
 - (a) 直接或间接劝诱目标公司及合营公司的任何雇员于交割日前终止其劳动关 系; 或

- (b) 导致目标公司及合营公司产生任何债务,但正常业务经营过程中因交易产 生的债务除外。
- 7.5 按照购买方要求,出售方及目标公司应就交割日前目标公司及合营公司的任何雇员、该等雇员或其各自代表的所属机构之雇佣条款或其他任何事项向购买方提供 其合理要求的相关的信息或文件,费用由出售方承担。
- 7.6 目标公司及合营公司应维持以下保单的效力:
 - (a) 至少与目标公司或合营公司在本协议签署之日所持有效保单的赔付限额 相等的保单;以及
 - (b) 其余条款不逊于目标公司或合营公司在本协议签署之日所持有效保单之 条款的保单。

8. 出售方的保证

- 8.1 除了本协议特别规定外,出售方在本条款项下的责任为持续责任,且直至出售 方根据本协议有责任或可能有责任偿还或履行的所有款项或责任已经获支付、 履行或达成前仍然具十足效力和作用。
- 8.2 除本条款所述外,出售方不会因为任何事件或事情而获解除其责任或使出售方的责任受到影响,包括以下购买方可在不考虑出售方的情况下作出的事件或事情:
 - (a) 给予出售方及/或目标公司或任何其它人士任何时间、信贷或其它宽容或 让步;
 - (b) 购买方在行使或不行使其权利及权力过程中所作出或遗漏或忽略作出的 任何事情;
 - (c) 对购买方与出售方及/或目标公司之间签订的任何协议或安排的条款作出 任何修订;
 - (d) 给予或为出售方及/或目标公司或任何其它人士作出任何免除、解除、妥 协或其它安排。

9. 出售方及购买方在交割日后的权利及责任

- 9.1 在出售当按照第4.1条使购买方成为目标公司拥有35%股权的股东后,除先获 得购买方的同意外,出售方及目标公司向购买方承诺及承诺促使:
 - (a) 目标公司的董事会由3人组成:出售方指派2人,购买方指派1人;

- (b) 目标公司的董事长由出售方及购买方共同指派;
- (c) 目标公司的总经理由出售方及购买方共同指派;
- (d) 目标公司的法人代表由出售方指派;
- (e) 目标公司的监事由出售方及购买方共同指派;
- (f) 目标公司的财务会计人员(包括主管)由出售方及购买方共同指派或招聘;
- (g) 目标公司的所有银行账户计授权人由出售方及购买方共同指派;
- (h) 出售方及目标公司保证尽其商业上合理的最大努力为合营公司的燃气经营业务的合法经营取得所需的证件、牌照及批文,包括但不限于《燃气经营许可证》等;
- (i) 目标公司的股东之间可以按中华人民共和国公司法的规定相互转让其全 部或者部分股权;
- (j) 目标公司的股东向目标公司的股东以外的人转让股权,应当经全体目标公司的股东一致书面同意。目标公司的股东应就其股权转让事项书面通知其他股东征求意见,其他股东自接到书面通知之日起满三十日未答复的,视为同意转让;
- (k) 经目标公司的股东同意转让的股权,在同等条件下,其他股东有优先购买权。目标公司的两个以上股东主张行使优先购买权的,协商确定各自的购买比例;协商不成的,按照转让时各自的出资比例行使优先购买权;
- (1) 目标公司的股东应就其股权转让事项书面通知其他股东征求意见;及
- (m) 不管本第9条如何规定,本协议生效后2年内,未经本协议各方及目标公司的股东一致书面同意,任何一方均无权转让及质押其在本协议项下的出资份额。
- 9.2 本第9条在交割日之后持续生效,直至出售方或购买方按照第9.1条的规定不 再拥有目标公司的股权。
- 10. 信息
- 10.1 如购买方提出合理要求,出售方及目标公司将在不违背本协议其它规定的情况下确保购买方、其代理人及专业顾问,得到目标公司及合营公司业务、资产、负债、 合同、证照和事件的所有信息(如有者)、及物权证书和其它所有权凭证的相关信息。

11. 公告

11.1 除根据任何适用的法律规定或管理规定,或按照任何适用监管机构(包括但不限 于香港交易所及/或香港证监会)的要求外,如果事先没有本协议其它立约方的书 面同意,本协议一方不得发布本协议或此次交易的有关公告。

12. 补偿

- 12.1 出售方承诺就购买方、目标公司直接因违反第5条及附件二中的陈述及保证遭受 或产生的所有损失或责任(包括但不限于任何直接或间接损失、利润损失、商誉 损失、损害、索赔、要求、诉讼、成本、支出、罚金、律师费及其他专业顾问费 用)补偿购买方。
- 12.2 出售方在第12.1条项下就某项索赔支付的款项应包括:
 - (a) 购买方、目标公司(视情况而定)在提出索赔时产生的所有成本与费用(包括管理期相关的合理费用);以及
 - (b) 确保购买方、目标公司(视情况而定)就出售方补偿款纳税后的余额即为 其无需纳税的情形下本应获得的金额所必需的款项。
- 12.3 购买方承诺,购买方直接因违反第5.11条中的陈述及保证遭受或产生的所有损失或责任(包括但不限于任何直接或间接损失、利润损失、商誉损失、损害、 索赔、要求、诉讼、成本、支出、罚金、律师费及其他专业顾问费用)补偿出 售方。
- 12.4 出售方在第12.3条项下就某项索赔支付的款项应包括:
 - (a) 出售方在提出索赔时产生的所有成本与费用(包括管理期相关的合理费用);以及
 - (b) 确保出售方就购买方补偿款纳税后的余额即为其无需纳税的情形下本应 获得的金额所必需的款项。
- 12.5 本协议终止后,第12条仍然继续适用。

13. 保密

13.1 除根据第13.2条的规定,对于因订立本协议或履行本协议而接收或获得的信息,

任何一方都应严格保密,其涉及:

- (a) 一方掌握的与另一方或另一方集团的业务、事务、客户、顾客或供应商相 关的所有保密信息或商业秘密;
- (b) 本协议和其它项下其它协议、契约和事项的内容、条款;及
- (c) 有关本协议的谈判。
- 13.2 如因以下情况,任何一方都可以披露保密的信息:
 - (a) 应任何有关管辖法律的要求;
 - (b) 应任何证券交易所或管理机构或政府机构的要求;
 - (c) 本协议其他方书面同意披露信息,且没有无故拒绝或拖延发出书面同意;
 - (d) 非任何一方过错,信息已为公众所知;或
 - (e) 向本协议其他方的专业顾问、核数师及投资顾问披露信息。
- 13.3 本协议各方向其他方保证,除了上市公司,不会透露或泄露予任何第三方(但其 专业顾问、或法律要求或联交所、证监会或其它规管或监管或政府机构要求,或 其公司相关人员或雇员因工作关系需获知者则除外)任何一方的经营、帐目、财 务或合约安排或其它事务往来或交易或事务之机密,本协议各方并促使上述人员 将尽最大努力防止上述机密信息的公布和泄露。
- 13.4 本协议终止后,第13条中包含的限制仍然继续适用而没有时间限制。

14. 部分无效

- 14.1 如果本协议的任何或部分条款属于或成为无效、非法或不可执行的条款,则该等 条款应视为已按使其有效、合法及可执行的最低必要限度作出修改。如果无法作 出该等修改,则相关条款或部分条款应视同删除。对本条项下的条款或部分条款 的修改或删除不得影响本协议其他条款的效力及可执行性。
- 14.2 本协议任何规定在一个司法管辖区的不合法或不可执行,并不影响其在另一个司 法管辖区的合法性或可执行性。

15. 本协议的后续效力

15.1 除了在本协议提及的相关后续效力条款外,交割时未充分履行的本协议条款,包括保证,在交割后仍将有效。

16. 转让

- 16.1 在不违反本第16条进一步约定的情形下,任何一方均不得将其在本协议(或本协议提及的任何其他文件)项下的任何及所有权利义务进行转让、让与、抵押、质押或设立信托,或以任何其他方式对该等权利及义务进行处置。
- 16.2 各方确认其仅代表自身行事,而非为任何其他人的利益行事。
- 16.3 购买方可将其在本协议(或本协议提及的任何文件)项下的权利(而非义务) 转让给:
 - (a) 购买方控股公司所属的上市公司集团的任何其他成员; 或
 - (b) 本协议项下购买方应当支付的全部股权价款付清后,从购买方处购买或 受让本协议所出售的股份的任何人士。
- 16.4 如购买方转让或出让在第16.3条项下的权利:
 - (a) 则出售方在收到转让通知前可向购买方履行其在本协议项下的义务;及
 - (b) 受让方可执行本协议,犹如其作为本协议中购买方一般,但购买方应始 终对本协议项下的任何义务承担责任。

17. 完整协议

- 17.1 本协议(以及本协议提及的文件或列出其他文件),构成双方之间的完整协议,并取代和废止双方之前就其标的作出或达成的所有口头和书面的讨论、通信往来、谈判、草稿、协议、承诺、保证、担保、陈述和谅解。
- 17.2 各方确认,其在签署本协议,及本协议提及的任何文件时未依赖未在本协议或 其他文件中的任何声明、陈述、保证或担保(无论是否属无意或疏忽作出), 对该等声明、陈述、保证或担保亦不享有任何权利或救济。
- 17.3 各方同意,就基于本协议的任何声明或保证而作出的无意或疏忽的虚假陈述或 因疏忽作出的虚假声明,其不得提出任何权利主张。
- 17.4 本第17条的约定不会限制或排除任何因欺诈而产生的责任。

18. 变更及豁免

18.1 除非以书面形式作出并经双方(或其授权代表)签字,否则对本协议的任何变 更均无效。

- 18.2 放弃本协议下或法律赋予的任何权利或救济,必须以书面文件形式作出方为生效。任何该等放弃仅适用于该特定情形,且不得视为放弃追究后续的任何违约行为(除非后续本协议双方签署的书面文件予以特别追认或另行特别载明)。
- 18.3 一方未能或迟延行使本协议项下或法律赋予的任何权利或救济不应构成对该等 或任何其他权利或救济的放弃,亦不应妨碍或限制其进一步行使该等或任何其 他权利或救济。单次行使或部分行使本协议项下或法律赋予的任何权利或救济 不得阻止或限制进一步行使该等或任何其他权利或救济。

19. 费用及开支

- 19.1 在遵守本协议条款的情况下,各立约方应承担其本身、就本协议预期的出售权益 的买卖磋商、本协定的签署、和本协议所预期交易的执行而产生的法律、会计及 其它费用及开支。
- 19.2 本协议终止后,第19.1条仍然继续适用。

20. 终止条款

- 20.1 在不影响其它终止的权利情况下,若在交割前发生以下情况,购买方有权书面通 知出售方终止本协议:
 - (a) 除已披露外,如购买方有明确证据表明任何载于第5条款及附录二内给予的保证是不正确或有重大的误导性,而出售方亦无法在交割日之前作出合理的补救行动,而导致对目标公司有重大不利影响;
 - (b) 本协议任意一方被判定或裁定破产,或进入清算程序;或
 - (c) 目标公司之全部或绝大部分财产、资产或权利,根据任何政府部门或行政 机构之授权而以国有化、征用、征收、接管、没收、拍卖、转让等方式被 处置,或发生其它致使目标公司财产出现重大不利转变之情况。

21. 一般条款

- 21.1 本协议包含本协议各方就本协议中处理的事项达成的完整协议,并取代本协议各方以前就该等事项达成的所有协议、框架协议(包括该框架协议)、谅解备忘录、安排、声明、保证或交易;本协议各方确认除该框架协议中有关排他性条款或保密条款外,不会就任何被取代的协议提出任何索赔。
- 21.2 本协议的任何更改,须得到本协议各方同意,并记录在本协议各方签署的文件上, 方具约束力。
- 21.3 任何立约方未能行使或延迟行使其于本协议项下的任何权利,不应被视为对该等

权利的放弃;本协议下的任何权利的任何单独或部分行使,并不排除该等权利的 任何其它或进一步行使、或任何权利的行使、或损害或影响任何其它权利。本协 议中提供的权利及补救措施是累加的,并不排除法律规定的任何权利或补救措施。

21.4 本协议中提及的任何日期或时期、及本协议各方同意或以其它方式取代该等日期 及时期的任何其它日期及时期,均是关键和必要的。

22. 不可抗力

由于战争、地震、水灾、火灾、暴风雪或其它不可抗力原因而不能履行合同或延 迟履行合同的一方不负有违约责任,但应立即向本协议其它各方发出通知。

23. 通知

- 23.1 按本协议发出的任何通知、要求、法律文书、文件或其它通讯(在本第 23 条中合称「通讯」),应使用英语或中文、并应采用书面形式,可亲自送达或发出,或发至有关方的传真号码(如有者),注明收件人和/或抄送第 23.4 条中规定的其它人。
- 23.2 按本协议向其发出或抄送通讯的一方,如需更改其地址或传真号码时,该方应按本第 23 条的规定向所有其他方送达书面通知,在该等通知中说明该等更改是为本协议之目的而做出,该等通知发出 5 个营业日后,有关更改方才生效。
- 23.3 所有通讯应按以下方式送达,通讯的收件人视为在有关发送方式旁边注明的时间 内收到该待通讯:

发送方式	视为收到的时间
本地邮寄或快递	24 个小时
传真	发送时
航空快递/快邮	3 天
航空邮寄	5天

23.4 各方供送达通讯的初始地址及传真 / 电话号码、通讯的收件人及抄送人如下:

致出售方:

地址: 成都市高新区万象南路 360 号 12 栋 1 单元 10 楼 1002 号

电话号码: 15692883333

致购买方:

地址:香港湾仔告士打道 178 号华懋世纪广场 22 楼 2202 室

传真号码: +852 3695 0022

致: 目标公司

地址:四川省成都市世纪城路 208 号 1 栋 1 单元 13 层 2 号

电话号码: 028-80280045

- 23.5 按本第23条送达的通讯,均视为充分送达。如果通讯递送至收件人的地址,或 包含该等通讯的信封正确地写明了地址,并被邮寄或发送至收件人的地址,或通 讯通过传真适当地发送给收件人,则通讯视为被送达和/或收到。如果通过传真 发送,收到传真机打印出的发送成功的报告后,应视为已适当地发出。
- 23.6 本条款的任何规定,并不排除法律允许的任何其它方式送达通讯,或证明该等送达。

24. 第三方权利

- 24.1 除本协议另有约定外,除本协议当事方、其各自个人代表、承继人及获准受让人 以外,任何人均无权执行本协议之条款。
- 24.2 双方终止、解除本协议或约定本协议项下的任何变更、豁免或和解均无需取得任 何其他人士的同意。

25. 复本及法定语言

本协议可由各方在任何数目的复本上和在分开的复本上签署。这样签署的每份复本应视为原件,但所有复本应构成同一文件、并对各方都有约束力。

本协议以中文书写。

26. 管辖法律、管辖区和法律文件接收代理人

- 26.1 本协议受中国法律管辖、按中国法律解释,在此各方不可撤销地同意提交给成都 仲裁委员会作为争议解决机构。立约各方在此也不可撤销或同意放弃在任何时间 可能提出的涉及此条款的任何管辖地点的任何异议以及在其它法院诉讼中提出 的索赔异议。
- 26.2 出售方在此不可撤销地指定四川华汉能源开发有限公司,地址:中国四川省成都 市武侯区世纪城路 208 号中信银行 16 楼,作为其代理(「出售方代理」),代表

其在中国(不包括,香港,澳门及台湾地区)接收和确认任何令状,传唤令、命令、判决或其它法律程序或仲裁通知的送达(统称为「法律或仲裁通知」)。若送给出售方代理或用挂号信寄至上述或已知的最新地址,在寄出后第2个营业日,或者如果在上述或者已知的最新地址有一信箱,则将令状或法律或仲裁通知和/或任何其它相关文件插入信箱(不管是否送给出售方或出售方是否收到),则这样的送达应视为完成。如果由于任何原因出售方代理无法继续为出售方作为代理,则出售方应为了同样的目的而任命另一个在中国(不包括,香港,澳门及台湾地区)的代理,并应根据第25条以书面形式将此项任命通知本协议其他方。根据第23条,除非直至任命新代理的通知被认为已由本协议其他方收到,则任何法律通知若恰当地送给出售方代理,应认为已恰当地依法送达出售方。

- 26.3 购买方在此不可撤销地指定北京建新源贸易有限公司,地址:中国北京市朝阳区高碑店乡西店村68号楼10号二层,作为其代理(「购买方代理」),代表其在中国(不包括,香港,澳门及台湾地区)接收和确认任何令状,传唤令、命令、判决或其它法律程序或仲裁通知的送达(统称为「法律或仲裁通知」)。若送给购买方代理或用挂号信寄至上述或已知的最新地址,在寄出后第2个营业日,或者如果在上述或者已知的最新地址有一信箱,则将令状或法律或仲裁通知和/或任何其它相关文件插入信箱(不管是否送给购买方或购买方是否收到),则这样的送达应视为完成。如果由于任何原因购买方代理无法继续为购买方作为代理,则购买方应为了同样的目的而任命另一个在中国(不包括,香港,澳门及台湾地区)的代理,并应根据第25条以书面形式将此项任命通知本协议其他方。根据第23条,除非直至任命新代理的通知被认为已由本协议其他方收到,则任何法律通知若恰当地送给购买方代理,应认为已恰当地依法送达购买方。
- 26.4 第 23 条的规定在作出必要的修正后应适用于立约各方在此第 26 条指定的法律 文件接收代理或继续承人代理之间的任何通信。

27. 独立的法律意见

购买方已经知悉须就本协议及所涉及之交易寻求独立的法律意见。

见证于上述首页书面注明的日期由各方签署本协定。

附录一: 目标公司及合营公司现时的简要资料

A: 目标公司

r	· · -	
1	名称:	成都华汉能源有限公司
2	公司编号:	91510100MA69H8GL47
3	成立地点:	中国
4	成立日期:	2021年01月22日
5	注册地址:	中国(四川)自由贸易试验区天府新区万安街道麓山大 道二段 1201 号 12 栋 9 层 903 号附 2 号
6	注册资本:	人民币陆仟万元
7	实收资本:	人民币贰仟万元
8	股东(按持股百分比):	张兵(95%)
		四川华汉能源开发有限公司(5%)
9	法定代表人:	杨兵
10	董事:	杨兵
11	经营范围:	许可项目:燃气经营;危险化学品经营;燃气汽车加气 经营;输电、供电、受电电力设施的安装、维修和试验; 供电业务;建设工程施工;施工专业作业;建设工程设 计;建筑劳务分包;建筑智能化系统设计(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方可可进件为准)一般项 目:成品油批发(不含危险化学品);货物进出口;技 术进出口;汽车零配件零售;金属材料销售;建筑材料 销售;化工产品销售(不含许可类化工产品);工程造 价咨询业务;工程和技术研究和试验发展;信息咨询服 务(不含许可类信息咨询服务);合同能源管理;工程 管理服务;太阳能发电技术服务;工业设计服务;专业

设计服务;节能管理服务;工程技术服务(规划管理、 勘察、设计、监理除外);智能控制系统集成;人工智 能通用应用系统;信息系统集成服务;信息技术咨询服 务;光伏发电设备租赁;光伏设备及元器件销售;新能 源原动设备销售;金属结构销售;电容器及其配套设备 销售;电气信号设备装置销售;智能输配电及控制设备 销售;机械设备销售;仪器仪表销售;金属制品销售; 环境保护专用设备销售;充电桩销售;新能源汽车电附 件销售;配电开关控制设备销售;新能源汽车换电设施 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)。
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B: 合营公司

1	名称:	安徽华港博臣新能源有限公司
2	公司编号:	91341622MA2TWXXK54
3	成立地点:	中国
4	成立日期:	2019年7月11日
5	注册地址:	中国安徽省蒙城县开发区经十一路以西、经十七路以 东、纬二路以南、纬三路以北
6	注册资本:	人民币壹亿元
7	实收资本:	人民币肆仟万元
8	股东(按持股百分比):	成都华汉能源有限公司(50%)
		华港燃气集团有限公司(50%)
9	法定代表人:	杨兵
10	董事:	张占伟
		张兵
		林海波

		冉小军 黄刚
11	经营范围:	许可项目:发电业务、输电业务、供(配)电业务;燃 气经营(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)一般项目:热力生产和供应;陆地管道 运输(除许可业务外,可自主依法经营法律法规非禁止 或限制的项目)

附录二: 声明及保证

出售方在此对购买方作出如下之声明及保证,除非下述声明及保证另有所指或已向购买 方披露,就出售方所知,该等声明及保证在本协议签署之日在重大方面均为真实、准确 及完整的,并应被视为在交割前针对当时存在的实际情况再次给予该等声明及保证。

1. 一般事项

- 出售方有权利、权力及能力订立及履行本协议。除本协议另有说明者外, 本协定构成(或一经签署将构成)按本协议各条款对出售方合法、有效及具 约束力的义务。
- 1.2 序言及各附录、附件中所载的事项、资料及内容,均属真实、完整、正确, 并无误导。
- 1.3 本协议披露或载有的一切事项、资料及内容(包括序言),在所有重大方面 均属真实、完整、准确,不存在任何误导成份。
- 1.4 于本协议订立前的协商期间,以及于购买方尽职查证期间,出售方、其专 业顾问、高级职员及雇员向购买方、其专业顾问、高级职员及雇员提供书 面的文件、资料及内容,于提供之时及于本协议订立之日,在各重大方面, 均属真实,完整、准确及符合实况。
- 于提供之时,本协议披露或载有的一切资料及内容在各重大方面均属真实、 完整、准确,不存在任何未予披露重大事实或重大事宜,可能导致任何该 等资料及内容或文件于本协议订立之日重大失实、不准确或具有误导性。
- 出售方承诺,在交割前取得为本协议的订立、实施及完成所需的政府机关、 机构及其它相关第三方的立项、确认、豁免、同意或批准,并及时作出必 需或适合的登记、准案。
- 1.7 目标公司及合营公司均始终根据所有适用法律及法规开展业务。
- 1.8 目标公司及合营公司均已获得其各自于本协议签署之日在其开展业务之地以相同方式开展相同业务所必需的所有许可、同意、执照及授权,且该等许可、同意、执照及授权均为持续有效的。
- 1.9 本协议所出售的股份上不存在任何产权负担。
- 1.10 任何人都无权要求目标公司发行任何股本,且不存在以任何人为受益人影 响**目标公司**之任何未发行股份、债券或其他未发行证券的**产权负担**。
- 1.11 无人承诺设置任何影响本协议所出售的股份的产权负担(或影响目标公司的未发行股份、债券或其他未发行证券)的产权负担,或承诺目标公司可发行任何股本,亦无人对上述任何事物主张任何权利。

- 1.12 目标公司均未于任何时间:
 - (a) 购买、赎回或回拨其任何自有股本; 或
 - (b) 提供任何违反适用法律或法规的财务支持。
- 1.13 目前不存在可能吊销、注销、撤销或不得以相同条件重新颁发上文第1.8 条中提及的任何许可、同意、执照及授权的理由。

2. 关于出售方

- 2.1 出售方有权以立约人的资格签订、交付和履行本协议及认购债券,出售方 及目标公司已取得从事相关业务活动所需的一切公司或企业或组织授权、 政府或行政或其它性质的批准、授权及豁免文件。
- 2.2 本协议的签订对出售方构成合法、有效与具约束力的义务,可以按其条款 付诸实施,并可以随时在香港及/或对其有司法管辖权的法庭(视乎具体 情况而定)执行。
- 2.3 出售方签订并履行本协议或行使本协议项下的权利都不会(i)与任何必须 遵守的法律、条件和其它任何命令产生抵触;(ii)与任何出售方的组织章 程产生抵触;(iii)与任何出售方作为一方当事人的任何协议和文件产生 抵触及(iv)也不会与对任何出售方或其财产有约束力的任何协议和文件 产生抵触。

3. 出售权益

- 3.1 出售权益已根据目标公司的组织章程及所有有关法律而发行及配发,并已 全部缴足。出售权益由出售方全部合法地、有效地及实益地拥有。出售权 益并无亦将不会受到任何资产负担所影响并附有所有待售股权应有之权 利及权力,并可由出售方自由转让而无需向任何第三方征求同意。
- 3.2 全部出售权益均无附有任何产权负担,出售方将出售权益及连同彼等附有 之所有权利及权益出售及转让予购买方。
- 3.3 出售权益占该目标公司之全部股权的 35%。
- 3.4 出售方合法地、有效地及实益地拥有待转让股东贷款的全部权益,除股权 质押合同外,有关权益不受任何产权负担、留置权、扣押权、质押或任何 类形之第三者权益所限制。出售方有权按本协议所列明的方式自由转让待 转让股东贷款的权益。

4. 可执行性

本协议生效后构成对出售方及目标公司合法和有法律约束力的义务,根据其条款 对出售方具有可执行性,但对于补救措施的执行应受制于(i)一般情况下会对 债权人权利造成影响的适用的破产法和类似法律的规定,以及(ii)法律对有关强制履行、禁令免除或其它相关类似规定。

5. 不违反

出售方依据生效协议之条款签署,交付和履行本协议,以及完成本协议所述之交易,满足以下要求: (i)不会违反当时有效的出售方及目标公司及/或合营公司的组织文件(包括但不限于公司章程)的任何条款; (ii)不会违反或导致或构成违反出售方或目标公司及/或合营公司适用的法律; 或(iii)不会违反对出售方或目标公司及/或合营公司已生效的具有法律效力的文件,除非该等违反将被合理地认为不会对出售方或目标公司及/或合营公司造成重大且负面的影响。

- 6. 目标公司均未:
 - (a) 持有、实益所有或同意收购任何公司(目标公司除外)的任何证券;
 - (b) 成为或同意成为任何合伙或其他非法人团体、合营企业或合作团体 (经认可的行业组织除外)的成员;
 - (c) 在其设立地所在国以外设任何分支机构或常驻机构; 或
 - (d) 发行任何可转换成股份的证券。
 - 6.1 目标公司的所有已宣派、分配或支付的股息或红利均已按目标公司的章 程文件、所有适用法律及目标公司与任何第三方订立的、规范股息与红利 支付事项的协议或安排进行宣派、分配或支付。

7. 章程文件及公司文件

- 7.1 目标公司已披露的章程文件及公司文件在所有方面均为真实、准确、完整的。根据适用法律应附于或并入该等文件的所有决议及协议也已附于或并入该等文件。
- 7.2 目标公司的所有法定账簿及股东名册均已妥善保存,且未收到任何有关该 等账簿及名册内容不正确或需要修正的通知或主张。
- 7.3 目标公司依法必须向任何司法管辖区内任何机构(尤其包括负责保存目标 公司股东名册的任何机构)备案或交付的所有报备文件、情形说明、决议 及其他文件均已正确制备、备案或交付(视情形而定)。

8. 信息

- 8.1 披露附表中包含的所有信息以及出售方及其顾问在交易谈判过程中向购 买方及其顾问提供的所有信息均系完整、准确且不存在误导性的。
- 8.2 本协议中与目标公司及合营公司相关的情形说明均系准确且不存在误导 性的。

3

8.3 可能合理影响购买方按本协议条款收购本协议所出售的股份之意向的信息均已披露。

9. 许可及同意

- 9.1 目标公司及合营公司没有取得任何本协议签署之日在其开展业务之地以 相同方式开展相同业务所必需的所有许可、同意、执照及授权。
- 9.2 目前不存在可能吊销、注销、撤销或不得以相同条件重新颁发上文第 9.1 条中提及的任何许可、同意、执照及授权的理由。

10. 保险

10.1 目标公司及/或合营公司或其各自代表于本协议签署之日及之前没有与任 何保险公司签订保单。

11. 授权委托书

- 11.1 当前不存在目标公司及/或合营公司出具的有效授权委托书。
- 11.2 任何以代理人或其他身份行事的人均无权令目标公司及/或合营公司受其 各自日常经营范围以外的任何义务的约束。

12. 争议及调查

- 12.1 目标公司及合营公司,或目标公司及合营公司为之承担替代责任的任何人士均未:
 - (a) 涉入任何法定或政府机构、部门、委员会或机关主导的任何诉讼、行政、调解或仲裁程序,或其他法律程序或聆讯(日常经营活动中的债务催收除外);或
 - (b) 受到任何政府、行政管理或监管机关的调查、质询或执行。
- 12.2 目标公司的任何董事均未参与或受限于上文第 12.1 条所述的任何事项 (以该等事项与目标公司及合营公司的业务相关为前提)。
- 12.3 不存在任何潜在或未决的法律程序、调查或质询,亦不存在任何可能导致 该等法律程序、调查或质询的情形,但涉及劳资及已签订的工程合同纠纷 等除外。
- 12.4 目标公司及合营公司均未受到任何现有或未决判决或裁定的影响,亦未因 任何法律程序而向任何法院、政府机关、监管机构或第三方作出任何承诺, 但涉及劳资及已签订的工程合同纠纷等除外。
- 13. 合同

13.1 本条中的定义适用于本协议:

重大合同:目标公司及合营公司作为当事方,并对目标公司及其子公司的 业务、利润或资产具有重大意义的协议或安排。

- 13.2 除披露的协议及安排外,目标公司及合营公司均不是以下协议或安排的当 事方,亦不受限于以下协议或安排:
 - (a) 重大合同;
 - (b) 属特殊或例外性质的协议或安排;
 - (c) 不属于目标公司及/或合营公司正常或日常经营活动中的协议或安排;
 - (d) 可能会因目标公司及/或合营公司控制权变更而终止的协议或安排;
 - (e) 限制目标公司及/或合营公司在全球任何区域以其认为适当的方式开 展全部或任何部分业务之自由的协议或安排;
 - (f) 涉及代理权或经销权的协议或安排;
 - (g) 涉及合伙、合营、联合、共同开发、股东安排或类似安排的协议或安排;
 - (h) 自签署之日后十二(12))个月内无法根据其条款完全履行的协议或 安排;
 - (i) 不支付高额的加急费,或不付出过度努力即无法按时、轻易履约的协议或安排;
 - (j) 要求目标公司及/或合营公司支付任何佣金、介绍费、使用费或类似 费用的协议或安排;
 - (k) 未按正常交易原则订立的协议或安排; 或
 - (1) 为他人向目标公司及/或合营公司提供商品及/或服务,或由目标公司及/或其子公司及/或合营公司向他人提供商品及/或服务而订立, 其中包含可追朔的或未来的折扣、减价或其他经济激励措施的条款 履行的协议或安排。
- 13.3 各重大合同均具有完整效力,并对其当事方具有约束力。目标公司及/或 合营公司均未违反任何重大合同,并且据出售方所知:
 - (a) 该等重大合同的对方当事方亦未违反该等合同;并且

- (b) 目标公司及/或合营公司或任何其他当事方均不可能违反该等重大 合同或存在违反该等重大合同之虞。
- 13.4 目标公司及/或合营公司均未收到或发出终止重大合同的通知,并且不存 在确定、解除、废止、否认该等合同条款或对该等条款作出重大变更的理 由。

14. 与出售方的交易

- 14.1 目标公司及/或合营公司(作为一方)与以下任何人士(作为另一方)之间 不存在任何未清偿的负债或其他债务(实际或或有负债或债务),亦不存 在尚未履行的合同、承诺或安排:
 - (a) 出售方或出售方集团任何成员(目标公司除外),或与出售方或任何 该等集团成员相关连的任何人士;或
 - (b) 出售方或出售方集团任何成员的董事,或与该等董事相关连的任何 人士。
- 14.2 出售方或任何与其相关的人士均无权对目标公司及/或合营公司提出任何 性质的索赔,亦未向任何人士转让针对目标公司及/或合营公司之索赔项 下本应由出售方或与之相关连的人士有权取得的利益。

15. 贷款及保证

- 15.1 目标公司及/或合营公司所有借款的详细说明已经披露,包括该等借款条款的详细内容。
- 15.2 目标公司及/或合营公司的借款或其他债务相关的第三方均未提供或订立 任何保证、担保、押记、质押、留置、让与或其他担保协议或安排。
- 15.3 目标公司及/或合营公司的借款总额未超过以下文件规定的借款权的限额:
 - (a) 目标公司及/或合营公司的章程文件; 或
 - (b) 约束目标公司及/或合营公司的任何债券、其他契据或文件。
- 15.4 目标公司及/或合营公司均无任何未偿付的借贷资本或未清偿借款。除日 常经营活动中产生的债务以外,目标及/或合营公司对任何人不享有债权。
- 15.5 账目中反映的目标公司及/或合营公司享有的所有债权(减去任何呆坏账准备),以及目标公司及/或合营公司账簿中继而记录的所有债权已在本协议签署之日前实现,或将于该相关债权债务协议所规定的期限之前以现金方式、按该等账目或账簿记载的金额全额受偿。该等债权(或其任何部分)均已在该相关债权债务协议所规定的期限之前得到清偿。

- 15.6 目标公司及/或合营公司无任何到期应支付的负债,并且目标公司及/或合 营公司资产上的任何担保目前均不会因规定的负债到期日届至或其他原 因而执行。
- 15.7 目标公司及/或合营公司如收到任何债权人要求付款及/或提出执行其对 目标公司及/或合营公司资产享有的担保物权的任何通知,则目标公司及 /或合营公司应已充分遵守并履行该等通知上的条款。
- 15.8 目标公司及/或合营公司均未作出或订立任何保证、抵押、押记、质押、留置、让与或其他担保协议或安排,亦未代其他任何人士承担债务或违反任何履约义务的责任。
- 15.9 目标公司及/或合营公司均不受限于接受或返还任何政府部门或其他机构 之补助、补贴或财政支持的安排。
- 15.10 反映目标公司及/或合营公司截至本协议签署日前一日财务状况的所有银 行账户结余明细均已披露,并且目标公司及/或合营公司无其他银行账户。 如该等明细所示,除日常经营活动中的日常付款外,目标公司及/或合营 公司并未从该等账户中支付其他任何款项。
- 15.11 综合考虑目标公司及/或合营公司的现有银行及其他贷款后,目标公司及 /或合营公司拥有充足的流动资金作出以下行为:
 - (a) 以其现有的业务规模在未来十二(12)个月继续开展业务;以及
 - (b) 分别根据目标公司及/或合营公司接受的订单或作出的承诺项下的 条款执行、完成、履行该等订单、项目及合同义务。
- 15.12 目标公司及/或合营公司控制权变更不会:
 - (a) 导致目标公司及/或合营公司作为当事方或受其约束的任何贷款协 议或安排终止,或对该等协议或安排产生重大不利影响;或
 - (b) 导致目标公司及/或合营公司的负债提前到期,或在到期日前被宣布 提前到期并应支付。

16. 支付不能

- 16.1 目标公司及/或合营公司均未:
 - (a) 出现破产法规定下适用于相关**公司**的支付不能或无力偿债的情形; 或
 - (b) 停止清偿到期债务。
- 16.2 任何司法管辖区均未采取任何措施启动任何法律程序,根据该等程序或在 该等程序项下:

- (a) 目标公司及/或合营公司的债权人执行其债权的行为被暂停、限制或 阻止;
- (b) 目标公司及/或合营公司的部分或所有债权人以协议方式或根据法院命令接受低于其债权金额的还款,以防止目标公司及/或合营公司解散;
- (c) 指定他人代表目标公司及/或合营公司的债权人管理目标公司的事务、业务及资产;或
- (d) 指定目标公司及/或合营公司资产上的担保权人控制目标公司的业务及/或任何资产。
- 16.3 无人启动可能导致目标公司及/或合营公司解散,并在目标公司及/或合营 公司债权人、股东或其他出资人之间分配相关目标公司及/或合营公司资 产的任何程序。

17. 资产

- 17.1 除账目日起在日常经营活动中处置的资产外,目标公司及/或合营公司账 目中所有资产及自账目日起收购的任何资产的完全法定及实益所有人,对 该等资产亦享有完好的流转权。
- 17.2 账目中所示的资产及目标公司及/或合营公司自账目日起收购的资产,或 目标公司及/或合营公司使用的资产均不受限于任何租约、汽车租赁、分 期付款协议或递延付款协议,亦不受限于任何许可或保理安排。
- 17.3 除经披露在日常业务经营活动中交第三方占有的资产外,账目中所有资产 及自账目日起收购的任何资产由目标公司及/或合营公司占有并控制。
- 17.4 目标公司及/或合营公司的任何资产、经营业务或商誉上均未设任何产权 负担,亦不受限于任何设置产权负担的协议或承诺,并且无任何人主张有 权设置该等产权负担。
- 17.5 目标公司及/或合营公司的资产构成使业务得以以其在本协议签署之日的 经营方式继续经营所必要的全部资产。

18. 房产、厂房与设备条件

- 18.1 目标公司及/或合营公司的与业务经营相关的房产、厂房、机械、设备及 车辆:
 - (a) 均处于良好的工作状态,并定期妥善保养;
 - (b) 均能胜任并持续胜任指定的工作;并且
 - (c) 未超出目标公司及/或合营公司当前或拟议的经营要求。

19. 环境

19.1 本条中的定义适用于本协议:

环境:包括以下所有或任何介质在内的自然及人为环境:空气(包括建筑物内的空气及地上或地下的其他自然或人为构筑物)、水、土地,以及由上述支持的任何生态系统与生物体(包括人类)。

环境健康安全(「EHS」)法:与环境或人身健康与安全有关的、或适用于 环境或人身健康与安全的所有适用法律、成文法、法规、下为立法、规章、 普通法及其他国内、国际、联邦、欧盟、全国及地方法律、任何法院或仲 裁庭作出的判决、决定及禁止令,以及具有法律约束力的行为准则与指南。

EHS 事项: 与以下内容相关的事项:

- (a) 环境污染;
- (b) 有害物质或废物的存在、处理、排放、溢出、堆积、泄漏或迁移;
- (c) 任何人暴露于任何有害物质或废物中;
- (d) 发生任何人身健康及安全问题,包括任何事故、伤害和疾病;
- (e) 制造或存在任何噪音、震动、气味、辐射、判例法或成文法下的环境 损害或其他对环境不利的影响; 或
- (e) 对环境或其任何部分的养护、保护,维护,整治,恢复,修复或更新。

EHS 许可:任何 EHS 法下规定业务经营所必需的,或与任何物业相关的任何许可、执照、同意、证明、登记、通知或其他授权。

损害:环境损害及人身伤害,后者包括对任何人的感官伤害或对其财产的 损害。

有害物质:单独或无其他物质混合能够造成损害的任何材料、物质或有机体,包括放射性物质和含有石棉的材料。

废物:包括工业生产中的任何副产品及任何被丢弃、处理、毁损、废弃之物或多余之物,不论其是否可回收或循环利用或是否具有任何价值。

- 19.2 目标公司及/或合营公司均已获得并始终遵守所有 EHS 许可。所有 EHS 许可均具有完整效力,并且不存在可能导致任何 EHS 许可被撤销、吊销、变更或无法更新或无法转让的任何事实或情形。
- 19.3 目标公司及/或合营公司均始终根据不时生效的所有 EHS 法律开展经营, 并且不存在可能导致违反任何 EHS 法律项下义务或就 EHS 事项产生任何 索赔或责任的任何事实或情形。

- 19.4 目标公司及/或合营公司或其各自代表向任何相关执行机关提供的所有信息,以及目标公司及/或合营公司在任何 EHS 法规定下应当保留的所有记录与数据均完整、准确。
- 19.5 物业内部及物业上下均不存在任何有害物质,并且物业内未排放、泄漏或 迁出任何有害物质。
- 19.6 过去及现在任何物业内、物业上下或其地下 200 米内均不存在垃圾填埋场、 地下储油罐、非密封性有害物质或废物储存处理或清理区域,并且据出售 方所知,亦无任何该等操作的意向提出。
- 19.7 EHS 法从未要求目标公司及/或合营公司持有废物处理许可证或废物经营 许可证,目标公司及/或合营公司亦从未申请上述两证。
- 19.8 无人因业务经营或占有任何物业过程中的废物处理行为,或违反、涉嫌违反任何 EHS 许可或 EHS 法的废物处理行为而对出售方、目标公司及/或合营公司(或其各自董事、管理人员或雇员)提起或威胁提起任何索赔、调查或其他法律程序;亦不存在可能导致任何该等索赔、调查或其他法律程序的任何事实或情形。出售方、目标公司或合营公司从未收到任何通知、通信或信息,称其应对任何 EHS 事项负责,或必须作出任何整改。
- 19.9 出售方、目标公司及/或合营公司均未因业务、目标公司,或任何物业违反 EHS 法而收到任何执法机关的任何执行、禁止、停止、整治、改善通知 或其他通知,亦未受到任何执法机关的相关民事制裁。
- 19.10 目标公司及/或合营公司已为业务及物业购买了足额的雇员责任及公共责任险,并且该等保险项下不存在任何索赔或拟议提出的索赔。
- 19.11 下列与业务或任何物业相关的文件复印件均已向购买方披露,并且以下所 有声明、报告、记录、通信往来及其他信息均为完整、准确且不存在误导 性的:
 - (a) 当前的 EHS 许可;
 - (b) 环境、健康与安全审核、调查报告或其他评估报告;
 - (c) 事故、病患及可报告疾病的记录;
 - (d) 目标公司及/或合营公司于任何相关执行机关之间关于 EHS 事项的通信往来; 以及
 - (e) 所有废物处理合同的文本或详细情况,
- 19.12 目标公司及/或合营公司均未、亦无可能因其拥有、占有或使用任何在先 所有的土地及建筑物而承担任何 EHS 法下的实际或潜在责任。

- 19.13 目标公司及/或合营公司均未就 EHS 法下产生的任何责任、职责或义务提供或收到任何保证、补偿,或达成其他一致。
- 20. 知识产权
 - 20.1 本条中的以下定义适用于本协议。

知识产权:已经注册和未经注册的专利、发明权、著作权、商标及服务标 记、商号及域名、就包装设计及商业外观所享有的权利、商誉、起诉假冒 或不正当竞争、行为的权利、就设计所享有的权利、计算机软件权利、数 据库权利、使用及保护保密信息(其中包括专有技术及商业秘密)的权利 以及所有其他知识产权,包括为获得目前或将来在世界任何地方存在的上 述权利及类似或相当的权利、保护形式而提交的所有申请、被授予上述任 何权利或保护形式的权利,以及上述任何权利或保护形式的续期或展期和 就上述任何权利或保护形式主张享有优先权的权利。

- 20.2 作为以下各项行动之依据的所有许可、协议、授权及批准(无论何种形式, 且无论明示或默示)的完整、准确的详情己清楚交代:
 - (a) 目标公司及/或合营公司使用或利用任何第三方拥有的知识产权;或
 - (b) 目标公司及/或合营公司已经或同意将知识产权授权给任何第三方, 或以其他方式允许任何第三方使用任何知识产权。
- 20.3 除上述 20.2 的约定外,目标公司及/或合营公司没有拥有任何知识产权。
- 20.4 目标公司及/或合营公司的知识产权均系有效的、存续的、可执行的,且 未因采取或不采取任何行动而导致该等知识产权不再或可能不再有效、存 在或可执行。尤其需要指出的是:
 - (a) 维持或保护该等权利的所有申请费及续期费均已按时支付,所有其 他必要的措施均已采取;
 - (b) 目标公司及/或合营公司拥有或使用的所有保密信息(包括专有技术 及商业秘密)均已保密且未曾向第三方披露;及
 - (c) 过去与现在均不存在与该等权利的所有权、效力或使用有关的未决 或可能的任何索赔、质疑、争议或司法程序。
- 20.5 对于目标公司及/或合营公司拥有或使用的已注册或申请中的任何知识产 权而言,不存在任何如未在本协议签署之日起 90 日内采取便会危及到该 等知识产权之维护或执行的行动。
- 20.6 无任何第三方侵犯目标公司及/或合营公司的任何知识产权, (就目标公司的业务或资产而言)亦不存在任何第三方违反保密义务或可提起诉讼的

不正当竞争的行为。当前或可预见的将来均不存在任何该等侵权、违反保密义务或可提起诉讼的不正当竞争行为。

- 20.7 目标公司及/或合营公司的控制权变更不会导致任何知识产权的终止或使 其受到重大影响。
- 20.8 目标公司及/或合营公司的行为及被目标公司及/或合营公司授权许可使 用知识产权的任何一方的行为:
 - (a) 未曾、不会且不可能侵犯任何第三方的知识产权;
 - (b) 未曾、不会且不可能构成违反保密义务的行为、假冒或可对之提起诉 讼的不正当竞争的行为; 及
 - (c) 未曾且不会产生支付任何使用费、许可费、报酬或任何其他付款义务。

21. 信息技术

21.1 本条中的以下定义适用于本协议。

IT 系统:目标公司及/或合营公司拥有、使用、出租或承租的所有计算机 硬件(包括网络及通讯设备)及软件(包括相关联的预备材料、用户手册 及其他相关文件)。

IT 合同:任何第三方(包括但不限于出售方集团(目标公司除外)的任何 成员及任何源代码保管代理人)提供 IT 系统要素或与 IT 系统有关的服务 所依据的所有安排及协议,包括租赁、分期付款购买、许可、维护及服务 协议。

- 21.2 除 IT 合同有约定外,目标公司及/或合营公司系无产权负担的 IT 系统的 所有权人。目标公司及/或合营公司已从第三方获得使其能够排他且不受 限制地使用 IT 系统的所有必要权利。
- 21.3 IT 合同是有效并具有约束力的,且未发生(经发出通知或随着时间推移 (如必要))会构成任何该等合同违约的任何作为或不作为。
- 21.4 过去及现在均不存在因任何 IT 合同产生或可能产生的任何索赔、争议或 司法程序。
- 21.5 任何 IT 合同均不会因目标公司及/或合营公司的控制权变更而终止或受 到其他方式的重大影响,且出售方有理由相信任何 IT 合同都将按照其届 满时相同或大体相同的条款续约。
- 21.6 目标公司及/或合营公司占有或控制 IT 系统中所有软件的源代码,或有权 根据与相关软件的权利所有人及声誉良好的保管代理人之间的源代码保 管协议获得该等源代码。

21.7 目标公司及/或合营公司已执行适当程序(包括与非现场工作相关的程序 (如适用)),以确保 IT 系统的安全及存放于 IT 系统内所有数据的保密 性及完整性。

22. 数据保护

目标公司及/或合营公司已充分遵守所有适用法律项下与隐私及个人资料之权利 相关的规定。

23. 雇佣

- 23.1 本协议日期担任目标公司董事的姓名载于附录一中。相关雇主或雇员均 未发出、已发出或可能发出任何终止目标公司之任何雇员劳动合同的通 知,且在目标公司与其任何现任或前任雇员之间不存在与其雇佣关系、雇 佣关系之终止或目标公司就该等雇员进行的推荐相关的任何未决争议。
- 23.2 除法定遣散费以外,目标公司均未制定(亦不受限于)与其董事或雇员相关的任何裁员补偿计划,亦未提议制定该等计划,且并未就裁员人选的确定约定任何程序。
- 23.3 目标公司均未制定(亦不受限于)与其董事或雇员相关的任何激励计划 (包括但不限于任何认股期权安排、利润分享、佣金或奖金计划)。
- 23.4 不存在出售方集团任何成员制定的由目标公司或其各自的董事或雇员参与的任何激励计划或其他激励安排(包括但不限于任何认股期权安排、佣金、利润分享或奖金计划)。
- 23.5 目标公司均未就终止其雇员的雇佣关系(包括裁员补偿),或因未遵守重 新雇佣或重新聘请任何雇员的命令而产生任何实际或或有的债务。
- 23.6 目标公司均未因未根据任何适用的劳动法提供信息或与雇员协商而导致 任何责任。
- 23.7 目标公司均未就劳动合同的实际或拟议终止、中止或变更而向任何现任 或前任董事、管理人员或雇员或其各自的受抚养人或受赡养人支付或同 意支付任何款项,提供或同意提供任何福利。
- 23.8 目标公司均未提出、承诺或同意将来对任何雇员的合同进行任何修改。
- 23.9 就每位雇员而言,目标公司已:
 - (a) 履行其必须履行的所有义务及职责(并已解决所有未决索赔),无论 该等义务及职责是否具有法律约束力,亦无论其是否因合同、适用法 律或其他因素而产生;
 - (b) 遵守与任何工会、雇员代表机构或雇员或其各自代表机构之间的任何相关协议或安排(无论是否有约束力);并且

13

- (c) 保存充分、合适及最新的记录。
- 23.10 任何雇员当前均未受到纪律警告或处分。
- 23.11 目标公司均未参与任何工会或代表雇员的其他团体或组织的索赔相关的 任何重大产业或行业争议或谈判,亦不存在可能产生任何该等争议或索赔 的情形。

24. 物业

24.1 本条中的以下定义适用于本协议。

当前使用情况:载于附录三(「物业清单」)中的各项物业的使用情况。

投资租约:物业清单中确认的对物业有约束力的租约、分租租约或占有许可,以及补充或附属于该等的租约、分租租约或占有许可的所有文件。

投资物业:物业清单确认的受限于投资租约的物业。

在先所有的土地及房屋:在本协议签署之日前的任何时间已由目标公司及/或合营公司所有及/或占有及/或使用的土地及房屋,但该等土地及房屋: (i)不再由目标公司及/或合营公司所有、占有或使用;或(ii)由目标 公司及/或合营公司中的一家根据不同的租约、许可、转让或让与契据所 有、占有或使用。

物业:物业清单中确认的所有物业,物业是指任何一处物业或物业的任何 部分。

承租人:投资租约当前既定的承租人。

- 24.2 物业清单载明的物业详情及其他信息均系真实、完整、准确的,并包含需 确定的所有信息:
 - (a) 物业;
 - (b) 所有投资租约;
 - (c) 所有承租人; 及
 - (d) 各项物业的当前使用情况。
- 24.3 物业为目标公司及/或合营公司所有、使用或占有的唯一土地及房屋。
- 24.4 目标公司及/或合营公司对物业以外的任何土地及房屋均不享有任何所有 权、使用权、优先购买权或承担合同购买义务,亦不享有影响该等土地及 房屋的任何其他普通法或衡平法上的权利。

- 24.5 目标公司及/或合营公司(或在过去任何时间曾经是目标公司之子公司的 任何公司)对在先所有的土地及房屋在先所有的土地及房屋均不承担任何 实际或或有的债务。
- 24.6 目标公司及/或合营公司(或在过去任何时间曾经是目标公司之子公司的 任何公司)均未对与任何物业,任何投资租约、任何在先所有的土地及房 屋,或任何其他土地及房屋相关的任何债务给予任何保证或补偿。
- 24.7 所有物业均被目标公司及/或合营公司积极用于与投资物业以外的业务之中。投资物业由目标公司及/或其子公司及/或合营公司作为投资持有。
- 24.8 在物业清单中被确定为各项物业业主的目标公司及/或合营公司对物业享 有唯一的法定及实益权利,并且业主对物业享有完好的流转权。
- 24.9 各项物业由物业清单中确定为占有人的目标公司及/或合营公司排他地占 有。对任何投资物业而言,由物业清单中确定的承租人排他地占有。
- 24.10 除投资租约外,物业上均不存在索赔、债务、第三方权利、限制使用任何物业的私有权利(但根据作为持有物业之依据的任何租约条款而限制使用的任何权利除外)、占有权、选择权、收购权、优先购买权、财务责任(包括公共财务责任)、担保权益、公共权利及公共限制。
- 24.11 各项物业均有附属建筑,且当前使用或享用(时间或其他因素不受限制) 该等附属建筑所必需的所有权利及文件均已齐备。进入物业可通过公共经 费维护的公共道路,且该等道路紧邻各项物业,从每个入口均可进入物业。
- 24.12 各项投资租约已有效授予并存续,且不受限于任何以承租人为受益人的协 议终止权或续租权。
- 24.13 投资租约及作为持有任何物业之依据的任何租约均非特殊或复杂的。该等 租约项下不存在任何未决的违约事项,亦不不存在有待批准的申请或任何 未决租金调整。
- 24.14 目标公司及/或合营公司均未获得或获悉会对任何物业的价值、使用或享 用或对出入任何该等物业造成不利影响的任何通知、命令或提议。
- 24.15 持有物业所依据的条款不会因目标公司及/或合营公司的控制权变更而允 许任何业主或其他第三方变更该等条款,或终止目标公司及/或合营公司 持有物业的权利。
- 24.16 不存在与任何物业有关或影响该等物业的争议。
- 24.17 各项物业的当前使用情况载于物业清单中,且该等使用获得了适用法律法规的授权,对该等使用进行授权的任何许可均系无条件、永久且不涉及个人的。在适用的情形下,当前对物业的使用符合相关投资租约的规定,或作为持有物业之依据的任何租约的规定。

24.18 不存在违反与任何物业有关的任何适用法律法规的行为。

24.19 各项物业均妥善维修、状态良好并适于当前使用。

24.20 不存在与任何物业相关的未完工的开发、改建或装饰工程。

- 24.21 任何物业均未曾遭受任何:
 - (a) 水灾;
 - (b) 地层下陷;
 - (c) 天灾;
 - (d) 塌方;
 - (e) 采矿活动;
 - (f) 结构性缺陷;
 - (g) 物业下水道及相关服务不时出现的缺陷; 或
 - (h) 干腐、湿腐、潮气及任何虫灾。
- 24.22 任何目标公司及/或合营公司均未从任何工程师、检验机构或其他专业人 士处获得与物业有关的任何不利报告,且出售方不知晓是否有任何在先权 利人获得过该等报告。
- 24.23 对于购买方或其代表就物业提出的任何询问,出售方、目标公司及/或合 营公司或其各自的代表以书面方式作出的所有答复截至答复之日均系完 整准确的;倘若答复是在交割日作出的,则该等答复仍系完整、准确的。

25. 账目

- 25.1 账目已采用根据相关司法管辖区被普遍接受的会计准则、政策、原则及惯 例以及该司法管辖区的法律编制。
- 25.2 账目已由在中国内具有资质且声誉良好的审计师审计,且审计师出具了无保留意见的审计师证明。
- 25.3 账目:
 - (a) 对所有呆坏账、废弃固定资产的贬值作出了适当及充分的拨备或储 备;
 - (b) 未多报流动或固定资产的价值;及
 - (c) 未少报任何实际或或有负债。

- 25.4 账目真实并公正地反映了目标公司截止于账目日的事务状态,以及目标公司及公司集团截止于该日的财务年度的损益。
- 25.5 账目包含足额拨备用以支付目标公司截至账目日的所有税项(包括递延税项)及其他负债(无论是否为可量化的、或有的、有争议的或其他负债), 或包含对该等税项或负债的详细附注。
- 25.6 账目未受到任何异常或非经常项目或会使账目显示的财务状况及结果异常或在任何重大方面具有误导性的任何其他因素的影响。
- 25.7 账目已根据适用法律的规定备案。
- 25.8 账目编制的依据与在前两(2)个会计期间内(所使用的会计政策无任何变 更)目标公司的经审计账目编制依据相一致。
- 25.9 管理账目编制的依据与账目编制的依据一致,且管理账目公允地反映了目标公司截至该等账目编制之日的资产、负债、损益或者收支。

26. 财务或其他记录

- 26.1 目标公司的所有财务或其他记录:
 - (a) 均已妥善编制并保存;
 - (b) 均准确记录了该等记录之上应当记载的所有事项;
 - (c) 不包含任何重大误差或不一致之处;及
 - (d) 均由目标公司保存。
- 26.2 未收到任何通知或任何声明表示上文第 26.1 条提及的任何记录系不正确 或应予以修正的。
- 26.3 规定由目标公司保存或提交的所有法定记录(包括会计记录)均已妥为保 存或提交,并符合适用法律的所有规定。
- 26.4 属于目标公司的所有契据及文件均由目标公司保存。

27. 自账目日以来的变更

自账目日以来:

- (a) 目标公司及/或合营公司已正常开展业务并持续经营;
- (b) 目标公司及/或合营公司的营业额、财务状况或前景不存在任何重大不利 变更;
- (c) 目标公司及/或合营公司均未发行或同意发行任何股份或借贷资本;

- (d) 目标公司及/或合营公司未宣派、作出或支付(或未同意宣派、作出或支付)任何股息或其他利润或资产分配;及
- (e) 目标公司及/或合营公司均未筹借任何超过人民币 100,000 元的款项或提供任何形式超过人民币 100,000 元的财务担保。

28. 出售本协议所出售的股份的效力

购买方收购本协议所出售的股份或遵守本协议条款均不会:

- (a) 导致目标公司及/或合营公司失去其目前享有的任何权利或特权所带来的 利益;
- (b) 解除任何人士对目标公司及/或合营公司应负的任何义务(无论是否为合约义务),或使任何人士得以决定由目标公司及/或合营公司承担的任何 该等义务或享有的任何权益,或行使与目标公司有关的任何权利;
- (c) 促使本协议所出售的股份上的任何优先认购权变为可行权;
- (d) 使任何人士有权就购买方购买本协议所出售的股份从目标公司及/或合营 公司获得任何中间人费用、经纪费或其他佣金;
- (e) 使任何人士有权获得目标公司及/或合营公司的任何股份,或影响任何人 士获得该等股份的权利;
- (f) 导致任何客户或供应商有权终止与目标公司及/或合营公司的交易,或大幅降低其现有业务水准,或变更其与目标公司及/或合营公司进行交易的条件;
- (g) (就出售方所知)导致任何管理人员或高级雇员从目标公司及/或其子公司离职;
- (h) 导致违反合同、法律、法规、命令、判决、禁令、承诺、法令或其他类似 规定的结果;
- (i) 导致目标公司及/或合营公司开展业务所必需的任何许可、授权或同意遭 受损失或损害,或该等许可、授权或同意项下的任何违约;或
- (j) 导致在目标公司及/或合营公司的任何资产之上设立、实施或执行任何产 权负担,或使该等产权负担具体化。

29. 瑕疵产品及服务

29.1 目标公司或合营公司均未生产或销售任何于生产或销售当时系劣质或存 在瑕疵的产品,或违反以下各项规定的产品:

- (a) 目标公司或合营公司或其各自代表明示或暗示作出的任何保证或陈述; 或
- (b) 适用于该等产品的所有法律、法规、标准及要求。
- 29.2 无人以目标公司或合营公司生产、销售之产品系瑕疵产品、不符合其预定 用途或导致人身伤害或重大财产损失为由对目标公司或其子公司或合营 公司起诉或威胁对其起诉,亦不存在任何该等未决诉讼。
- 29.3 无人就目标公司或合营公司提供的任何服务提起现在或将来会令目标公司或合营公司承担责任的诉讼,亦不存在现在或将来会令目标公司或合营公司就提供该等服务而承担责任的未清偿债务、未决索赔或潜在索赔。目标公司或合营公司于其各自顾客或客户代表之间均不存在任何争议。

30. 顾客及供应商

- 30.1 本协议签署之日前十二(12)个月内,目标公司或其子公司或合营公司的 业务均未因以下任何一项或多项因素而受到重大不利影响:
 - (a) 失去任何顾客或供应商;
 - (b) 与其顾客之间的交易量减少,或其供应商向其供应(商品或服务)的 范围缩小;或
 - (c) 与其顾客的交易条款或与其供应商的供应条款发生变更。
- 30.2 上文第 30.1 条中所述的任何一项或多项因素均不可能导致目标公司或合 营公司业务受到重大不利影响。

31. 税项

- 31.1 就一切由购买方依据本协议受让的出售权益、相关资产及债务所引起(或 与之有关的)而实际或可能需要在交割日前由该等目标公司及/或合营公 司向政府机关、机构缴纳或由该等目标公司及/或合营公司承担的税项所 涉税款,该等目标公司及/或合营公司已履行其缴付义务。
- 31.2 所有应于交割日前由该等目标公司及/或合营公司填报的税务申报表,已 由该等目标公司及/或合营公司提交,并以适当的基准正确地填报;上述 申报表并未(亦应不会)引起任何争议。就出售方所知或在其作出合理的 查询后所应得悉,并未发生任何事件,可能引起任何争议,或可能引起任 何税项索偿、或导致任何原应存在的税务寬免或优惠的丧失之情况。
- 31.3 该等目标公司及/或合营公司并没有违反税务事项登记或税务通知的所有 相关法律的规定,该等目标公司及/或合营公司并没有(或有可能)受税务 惩罚。
- 31.4 该等目标公司及/或合营公司均已遵守有关税务及印花税和其它适用的法 例。

32. 土地

- 32.1 就该等目标公司及/或合营公司拥有的房产而言:
 - (a) 该等目标公司及/或合营公司已遵守所有适用的中国法律和法规取 得有关土地(下称"场地")的土地使用权及房地产权证,特别是已 支付土地出让/转让金和土地使用权费用及其它所有适用的费用, 并且完成所有规定和必须的手续和程序。
 - (b) 该等目标公司及/或合营公司是场地的土地使用权及房地产权证的 唯一拥有人。该土地使用权及房地产权证并无任何按揭、抵押,留 置权或其它不动产债权或衡平法上的权益以及没有任何种类的不 利权益。
 - (c) 就出售方所知而言,该等目标公司及/或合营公司并未违反关于场 地的一切适用法律和规例。
 - (d) 就出售方所知而言,中国当局并无发出影响场地的收回令或任何封闭令、拆卸今、拆除令或其它命令,亦没有任何情况可能引致颁发上述命令。
 - (e) 就出售方所知而言,并无任何按照中国当局所发出的有关场地的任何通知或其它要求而必需符合的责任尚未解决、遵守或履行。
 - (f) 场地并无受任何租赁或许可证协议所限制,根据该等协议,任何并 非该等目标公司及/或合营公司的人士可享有权利,使用或占有上 述各项。
 - (g) 出售方向购买方所提供有关场地的文件均属真实、准确、完整及仍 然有效的(下称"**场地文件**")。
 - (h) 各场地文件均具全面效力和作用,并且除了性质属政府批准、通知 或许可的文件外,均对文件各方构成在法律上有效和具约束力的责任,可根据各文件的条款强制执行,以及文件各方已适当地履行在 该等文件下的责任。
- 32.2 并无任何就场地而针对任何提出的索赔悬而未决或威胁进行或可能产生, 并且没有任何情况可能引致就场地而针对该等目标公司及/或合营公司提 出索偿或诉讼。
- 33. 合约

- 33.1 现时并无任何索偿,是由于与任何该等目标公司及/或合营公司相关的任何协议,文据或安排的不履行、违反、疏忽或不当履行或其它原因而引起的,亦未有该等索偿是已经或正式在或将要向出售方或任何该等目标公司及/或合营公司进行的;亦无任何情况可能会引致该等索偿在交割日后发生。
- 33.2 与任何该等目标公司及/或合营公司相关的任何合约、交易或安排,并没 有:
 - (a) 任何不寻常或不正常的性质,或在日常及适当业务经营范围以外的; 及
 - (b) 需要耗费不成比例或不寻常的金额、努力或人力,方能依时顺利完成 或履行的。
- 33.3 与该等目标公司及/或合营公司相关而在交割日以后仍须履行(无论是整 体或部份履行)的全部合约,协议或安排,均为有效及具完全效力。
- 33.4 第 33.3 段所述任何合同、协议或安排的各合同方,不曾违反该等合同、 协议或安排。
- 33.5 所有该等目标公司及/或合营公司及其委托的第三方不曾制造、售卖或供 应与该等目标公司及/或合营公司相关的服务或产品,而该等服务或产品:
 - (a) 现时、曾经或可能在任何方面出现缺点或瑕疵;或
 - (b) 在任何方面可能未有遵守其作出明示或暗示的任何保证或陈述; 或
 - (c) 未有遵守全部适用的法规、标准、要求及工作守则。
- 33.6 除已披露者外,出售方及其关系人不是任何与该等目标公司及/或合营公司相关的协议或安排的其中一方。
- 33.7 该等目标公司及/或合营公司持有的抵押(包括任何担保或赔偿保证),不 会是无效、或不可根据其条款对授予人强制执行的。
- 33.8 该等目标公司及/或合营公司并无任何要求重大资本开支的计划,亦没有 任何项目是需要任何重大资本承担或参与该等计划或项目。
- 33.9 该等目标公司及/或合营公司已经宣布,作出或支付之所有股息或分派, 已根据其细则或组织章程(或同等文件)及适用的法定条文宣布、作出或 支付。
- 33.10 除在正常业务过程中或因法律之实施而产生或已披露者外,概无任何该 等目标公司及/或合营公司负有任何重大义务或负债。

21

- 33.11 就任何该等目标公司及/或合营公司作为一方的所有融资安排而言;
 - (a) 并无违反或不遵守任何该等文据;
 - (b) 并无采取或可能采取任何措施执行任何产权负担;
 - (c) 前述任何安排或融资条款及条件无任何更改,均具十足效力及作用;
 - (d)并无任何作为或不作为,尤其是因该等目标公司及/或合营公司的 买卖或本协议规定的任何其它事项引致者,令前述任何安排或融资 的持续及效力受影响或损害,及
 - (e) 概无任何由该等目标公司及/或合营公司以外提供的任何担保或抵 押的安排。
- 33.12 由该等目标公司及/或合营公司:
 - (a) 向银行借贷的总金额,不超过其融资额;及
 - (b) 向任何来源借贷的总金额,不超过其组织文件或对其有约束力的其 它契约或文件所规定的任何借贷限额。
- 33.13 除根据本协议订立,现时及以往概无任何该等目标公司及/或合营公司作为一方当事人、且出售方或其关系人在其中拥有直接或间接利益的任何尚未履行的合约或安排。在任何该等目标公司及/或合营公司有任何利益的实益持有人之间,概无任何协议或谅解(不论在法律上可否强制执行)涉及任何该等目标公司及/或合营公司的业务管理、董事任免、所有权或所有权的转让、其任何资料的租赁、向任何该等目标公司及/或合营公司或由该等目标公司及/或合营公司提供资金、货品、服务或其它便利,或以任何其它方式与该等目标公司及/或合营公司或其事务有关。
- 33.14 自审计账目日期起,该等目标公司及/或合营公司均按照日常程序经营业务,而除本协议所述或所考虑者外,并无任何该等目标公司及/或合营公司订立任何交易或引致任何重大负债,惟于其日常业务过程中及在公平磋商的基准下订立或引致者除外。
- 33.15 除本协议所述或所考虑者外,任何该等目标公司及/或合营公司现时概无, 于交割之时亦不会有任何未履行的:
 - (a) 协议(不论透过担保、弥偿、保证、代表或其它方式订立),而根据 该协议,任何该等目标公司及/或合营公司须就任何人士的责任, 承担任何重大之实际或或然负债;
 - (b) 除租赁协议以外,并无任何该等目标公司及/或合营公司为一方的 长期(即一年以上)及非贸易性质、或载有任何特殊或不当苛刻条文

22

的任何合约,其披露将在合理预期下,影响购买方购买出售权益的 决定;

- (c) 影响任何该等目标公司及/或合营公司拥有或使用的任何资产的任 何期权买卖或类似协议(于日常交易过程中订立者除外)。
- 33.16 就该等目标公司及/或合营公司所订立的一切合同(统称"销售合同") 而言:
 - (a) 各合同均有效、具约束力,以及可根据其各自的条款,依法经有关 司法部门判决或有关仲裁部门裁决后予以强制执行;
 - (b) 各合同各方无违反其中重大条款之行为。
- 34. 销售合同
 - 34.1 销售合同合乎中国法律法规的要求依法存续并对合同各方有法律约束力、 可依法执行。
 - (a) 销售合同符合并遵循所有适用法例、规则、法规及政策,并且概 无违反或抵触上述法例、规则、法规及政策;
 - (b) 目标公司及/或合营公司已经取得及保存所有资格、登记、牌照或 其他必要批准,以按照销售合同恰当地经营业务和收取销售合同 项下的货款,并且概无出现任何事项或不作为,藉此或相当可能 藉此使任何上述资格、登记、牌照或其他必要批准或有关更新遭 受重大不利影响、暂缓或撤回;
 - (c) 不存在销售合同任何一方违反其合同义务或在不存在任何可导致 任何一方行使终止合同的权利或主张权利的情况。
 - 34.2 目前,尚没有任何法律法规的变动而会对销售合同的存续及履行产生任 何不利的影响。
 - 34.3 目标公司及合营公司在销售合同项下的所有权利不受任何第三方协议或 权利约束或影响。

35. 营运及遵守法律

35.1 该等目标公司及/或合营公司在建设、经营其业务的各方面,均符合中国 及相关地区的一切适用法律、法规及工作守则及其各自不时有效的组织 文件;该等目标公司及/或合营公司亦没有违犯或违反任何中国或任何其 它司法管辖区的任何法院或政府机关的任何法律、法规、规则、指令、 判令或判决。

- 35.2 为适当进行其业务而须向任何人士、机关或团体取后之批准、许可、准 许、授权、同意及豁免,该等目标公司及/或合营公司均已取得,而所有 该等批准、许可、准许、授权、同意及豁免现时均具有完全法律效力, 亦无任何情况(包括本协议的签订或履行)会引致任何该等批准、许可、 准许、授权、同意及豁免之完全或部份被取消或不能续展。
- 35.3 该等目标公司及/或合营公司已适时及妥当地遵守其注册所在司法管辖 区有关法律规定的、需提交及登记的企业文件和其它文件之规定。
- 35.4 现时并无任何政府或官方调查或研讯正在进行,是涉及该等目标公司及 /或合营公司或其业务的,亦无任何情况实际或可能引致该等调查或研讯。
- 35.5 该等目标公司及/或合营公司均已取得全部使其能在现有地方及现有方 式有效开展各自业务必需的批准、证照、同意、注册、权限、许可及授权(公众及私人),所有该等批准、证照、同意、注册、权限、许可及授权均属合法有效,而出售方(在进行一切必要和合理的查询后)并不知 道任何该等批准、证照、同意、注册、权限、许可及授权应被吊销、撤 回或撤销,或于到期或之前不予续期或重新颁发之理由。

附录三:物业清单

第1部分. 目标公司及/或合营公司的自有物业

物业描述	中国安徽蒙城县	中国安徽蒙城县	
	经济开发区尉迟	经济开发区南区	
	大道东、梦碟路	经十一路西、纬	
	南	二路南	
业主	合营公司	合营公司	
注册/未注册(及	皖(2020)蒙城县不	皖(2019)蒙城县不	
产权编号)	动产权第 0010330	动产权第 0009881	
	号	号	
占用人	合营公司	合营公司	
用途	工业用地	工业用地	
是否有投资租	没有	没有	
约?			
投资租约项下的	不适用	不适用	
承租人			
约定的投资租约	不适用	不适用	· · · · · · · · · · · · · · · · · · ·
终止日			

物业描述	于中国成都高新区世纪	
	城路 208 号 1 栋 1 单元	1
	13 层 2 号	
业主	成都和易生态农业开发	_
	有限公司	
注册/未注册(及		
产权编号)		
租约日期	自 2021 年 9 月 1 日至	
	2024 年 8 月 31 日	
占用人	目标公司	
用途	办公室	
	<u> </u>	_
是否有投资租	否	
约?		
投资租约项下的	不适用	
承租人		
463641.次和46	大 洋田	_
约定的投资租约	不适用	ļ
终止日		

第2部分. 目标公司及/或合营公司的租赁物业

附录四: 披露附表

1. 协议提及的披露事项

本条提及的文件内容均视为**披露事项**,所有该等文件的副本均附于本附表,且各 方已为识别之目的草签了该等文件:

1.1 案件编号(2022)苏 0282 民初 7383 号的民事訴狀

2. 针对各项保证的具体披露事项

披露所针对的保证	披露
12.3 及 12.4	在江苏省无锡市宜兴市人民法院, 案件编号(2022)苏 0282 民初 7383 号,以江苏恒阳自控科技有限公司作 为原告方及安徽华港博臣新能源有限 公司作为被告方 的合同纠纷的案件

附录五: 债券发行契据样本

<u>日期: 2022 年 [*] 月 [*] 日</u>
中发展控股有限公司 (Central Development Holdings Limited)
构成港币 5200 万元(HK\$52,000,000) 年息 0% 于 20[*]年[*]月[*]日到期
中述 070 1 20[] 平[] 51[] 1 25,55 可转换债券的 单边契据

本契据,由中发展控股有限公司(Central Development Holdings Limited) ("**本公**司")在 20[*]年[*]月[*]日以单边契据方式签盖,本公司在开曼群岛注册成 立,其注册地址是 Cricket Square, Hutchins Drive, P. O. Box 2681, Grand Cayman KY1-1111, Cayman Islands,其香港营业地址为香港灣仔告士打道 178號 華懋世紀廣場 22樓 2202室。

鉴于:

- (A) 本公司与中发展控股有限公司("该认购方")于 2022 年 8 月 19 日签署一份 有关认购本公司发行的本金港币 5200 万元(HK\$52,000,000),年息为 0%, 三年到期的可转换债券("可转换债券")之 35%股权之转让协议 ("该股权 转让协议"),根据该认购协议,本公司将向该认购方或该认购方书面指定 之人士发行可转换债券。
- (B) 本公司现以单边契据方式签盖此份契据,以构成及界定前述可转换债券在 有关时间的持有人之权利和义务。

此份契据规定、及本公司声明如下:

1. 定义及解释

- 1.1 经界定用语的采纳:在该等条件中定义的字眼或词语、而在本契据主文中 并未定义者,如在本契据内使用,应含有在该等条件中所赋予的意义。
- 1.2 定义: 在本契据中,以下词语有下述意义:
- "可转换债券" 将由本公司按该股权转让协议之规定发行的、及 由本契据构成的、在有关时间未偿债券(或如文义 所需,其中任何数目),而有关债券属记名债券, 每份面值港币一百万元(HK\$1,000,000),全部合计 本金面值港币 5200 万元(HK\$52,000,000),年息 0%,三年到期,附转换成本公司股份的权利。
- **"债券持有人"** 在债券持有人名册中,其姓名或名称被登记为任何可转换债券的持有人,及「持有人」就任何可转换债券应具有对应的定义。
- **"营业日"** 指位于香港的银行在其正常营业时间公开营业的 一日(不包括星期六)。

- **"债券证书"** 以记名方式发行给一份或一份以上可转换债券的 持有人之债券证书,而有关证书的格式,应与列 载于本契据附件的格式相同或大致相同。
- "该等条件" 在可转换债券的正式文件中所列载的条款和条件、及按照有关条款和条件所载规定及/或本契据所不时修改者,而在本契据所引该等条件的某号条件,亦应作如是解释。
- "香港" 中华人民共和国香港特别行政区。
- "香港联交所" 香港联合交易所有限公司。
- "本契据" 本契据、其附件(包括按照本契据的规定所不时修改者)及按照本契据签盖的任何其它文件(包括不时如前述修改者)、并说明为补充本契据者。

"上市规则" 香港联交所证券上市规则。

- 1.3 参照性诠释: 该等条件第1.2的规定应适用于本契据的诠释。
- 1.4 标题: 在解释本契据时,标题应不予理会。
- 1.5 附件: 本契据附件属本契据的组成部份,故此具有约束力。
- 1.6 执行性:即使本契据的任何规定,在某时某司法管辖区法律下,在某方面 变得非法、无效或无法执行,但本契据剩余部分规定在该司法管辖法律下 (及有关规定在其它司法管辖法律下)的合法性、有效性及可执行性不会因 此受到影响或损害。
- 2. 可转换债券的发行
- 2.1 在本契据签盖时,本公司应按该股权转让协议的规定把可转换债券发行给 该认购方或该认购方书面指定之人士(仅限于独立于本公司及本公司关系 人之第三方人士)。
- 2.2 可转换债券是由本契据及该等条件规范的,而本契据及该等条件对本公司 债券持有人具约束性。本公司在可转换债券和该等条件下的义务,债券持 有人有权执行,如同该等义务是在本契据中包含,而本契据应与可转换债 券阅读和理解为同一文件。
- 2.3 在遵守上市规则的前提下,本公司享有自由,可不时进一步发行债券、和 发行票据及其它证券,包括与可转换债券具同等地位和权利者。

- 2.4 除该等条件另有规定,倘若债券持有人因行使该转股权而使公众人士持有的本公司经发行该转换股份扩大后的已发行股本少于 25%(或其它上市规则列明的最低公众人士持股量水平),本公司将不会发行转换股份,而债券持有人亦不会行使该转股权。
- 2.5 不管该等条件及本契据如何规定,债券持有人不得行使任何转股权,除非 债券持有人提供令行使转股权合理信纳的证据,证明该债券持有人及与其 一致行动的人士(定义见收购守则)不会实益拥有本公司 30% 或以上于 转股后即时的已发行的本公司的股份及/或本公司的投票权。

3. 可转换债券金额及支付方法

- 3.1 可转换债券金额:可转换债券的本金总额为港币 5200 万元 (HK\$52,000,000)。
- 3.2 支付承诺: 在赎回可转换债券时,本公司应按该等条件把到期应付金额 支付给债券持有人(或其指定的人士)。
- 3.3 义务解除:本公司就可转换债券而须支付的任何金额,可按照上述第 3.2 等条件所规定的方式支付,对本公司就有关金额的支付而言,属有效,足 额和完全的义务解除。

4. 可转换债券的形式及面值

- 4.1 债券证书:在可转换债券发行时,每一位债券持有人应可取得一张正式的 债券证书,而有关证书的格式,应与列载于本契据附件的格式相同或大致 相同、且应包括于在契据附件之该等条件(或大致相同的该等条件)。
- 4.2 面值:可转换债券应以港币作为货币单位,每份可转换债券凡本金面值应 为港币一百万元(HK\$1,000,000)或其整数倍,除非因为可转换债券所附的 该转股权行使的余额是小于港币一百万元(HK\$1,000,000)、或根据该等条 件的规定而作出的调整令致有关面值小于港币一百万元(HK\$1,000,000)。
- 4.3 签署:正式的债券证书应载有(i)本公司两位董事、或(ii)本公司一位董事及公司秘书的亲手签名、或机印签名。本公司使用的机印签名,可以是在本契据日期本公司的任何一位董事,即使在债券证书发出之时有关董事已经离职;而任何以上述方式签盖的债券证书,将构成对本公司具约束力和有效的义务。
- 4.4 发出:可转换债券发行和交付的完成,是当本公司(或第三方按本公司的 指示)向债券持有人(或其代表)发出和交付债券证书,以及本公司(或第三 方按本公司的指示)把债券持有人名册填写妥当。
- 4.5 债券持有人可被视为绝对拥有人: 除非法律另有规定,任何可转换债券的持有人,当可被视为该可转换债券的绝对拥有人,无论任何目的、无论

该可转换债券是否过期仍未偿还、无论是否与该可转换债券有关所有权、 信托或任何其它权益的任何通知、或因与该可转换债券而发出的债券证书 失窃或遗失有关的任何书面文件,而任何按前述方式看待有关持有人或债 券持有人名册之任何列册,无须承担任何责任。

5. 资本征费及税项

- 5.1 资本征费等:就可转换债券的创设、初次发行和要约、以及本公司本契据的签盖及交付而发生的、在香港和开曼群岛应付的任何资本、印花、发行、登记、文件或其它类似的税项及征费(包括利息和罚款),应该及将会由本公司支付。
- 5.2 征税司法管辖区的改变:如本公司变成需要一般接受香港和开曼群岛(在前述区设立的、或位于前述区域以内的税务机关)以外的其它区域(在有关区域设立的、或位于有关区域以内的征税机关)之税务管辖,则本公司将向债券持有人作出一项承诺,而其内容将与该等条件第8项的内容相应,但在前述该等条件第8项内的「香港」,将由新对本公司具税务管辖权的其它区域或有关征税机关所取代,而在前述情况下本契据及可转换债券亦应相应地作出有关理解。

6. 转股权及相关契诺

- 6.1 转股权:在遵守和按照该等条件的前提下(包括但不限于该等条件之第5.7 及 5.10 条),每一可转换债券的持有人有权把有关可转换债券,转换成公司股份(并获贷记为股本已经缴足)。
- 6.2 与转换有关的契诺: 本公司在此向债券持有人作出承诺、及与债券持有 人达成契诺,只要任何该转股权仍可被行使时,本公司将会:
 - (1) 维持足够的未发行股本:确保本公司的法定但尚未发行的股本,有 足够数目可以发行(而不受任何优先权约束),以备当时可被行使的该 转股权及全部其它转换、认购或交换公司股份的权利,在实际被行 使时,能够获得满足;
 - (2) 公司股份的上市:维持现时全部已发行的公司股份在香港联交所上市、以及维持附于可转换债券的该转股权被行使时所发行的全部公司股份,在发行后尽快在香港联交所上市,及向债券持有人通知香港联交所对公司股份上市地位的撤销;
 - (3) 遵守交易所规则:有关可转换债券的发行和转换,遵守全部规则、 法规、应用指引、和由香港联交所及其它对本公司具管辖权的监管 机构所施加的其它适用的指令;
 - (4) 支出:支付应由本公司支付的、在发行的可转换债券被转换成公司 股份的支出、以及为从香港联交所取得前述股份上市地位而产生的

一切支出;及

- (5) 第 XI 部登记:维持本公司按香港《公司条例》第 XI 部的海外公司 登记,及按香港《公司条例》第 333A(1)条授权最少两名代表接受法 律文件和通知的送达。
- 7. 一般契诺
- 7.1 只要有任何可转换债券仍是尚未偿还的,本公司向每一位债券持有人作出 (及与每一位债券持有人达成)契诺如下:
 - (1) 该等违约事项的通知:本公司一旦得悉任何该等违约事项的发生, 本公司将立即书面通知债券持有人;
 - (2) 本公司持有的可转换债券:如任何债券持有人以书面作出后述要求,本公司将尽快(无论如何在收到前述书面要求的5天内)基于本公司(或由第三方代本公司)保存的债券持有人名册,向有关债券持有人发出一份证书,说明在该证书的发出日期,本公司本身持有的(或通过第三方代持的)、仍未被注销的可转换债券总数;而有关证书应有本公司的任何两位董事代表本公司签署;
 - (3) 守约:在本契据说明为对本公司具约束力的规定,本公司将会遵守、 履行及遵行;
 - (4) 该转股权:当任何该转股权根据该等条件被行使时,本公司在遵守 该等条件的前提下,将按照该等条件发行经行使该转股权而应该产 生的公司股份;
 - (5) 优先序列:按照该转股权之行使而配发的公司股份,与在有关登记日期的足缴股本已发行股份在各方面应享有同等权益,故此有关公司股份的持有人亦应有权全面参与在有关登记日期之后支付的全部股利、和作出的全部分派(但不包括之前已经宣布、或建议或已通过决议作出的任何股利或其它分派,而判定享有有关股利或其它分派的列册基准日是早于前述有关登记日期),且该等股利或其它分派的金额和列册基准日之通知,已在前述有关登记日期之前送交债券持有人;就此而言,向债券持有人送交通知的方式,可以是把有关在报章上刊登(或香港联交所网页上发布)的公告送交他们;及
 - (6) 公众持股量:本公司在全部时间均应尽其合理努力,确保上市规则 中的公众持股量规定获得遵守。

8. <u>转股价的调整</u>

8.1 股本结构改变:倘在转股日期之前,本公司的股本结构已经发生改变、并 且已经生效(无论是源自利润或储备的资本化、供股或向公司股份的持有 人作出其它证券(包括任何可转换成股本的证券、或认股证、或认购本公 司任何股本的期权)要约,本公司股本的合并、拆细或减少、或源自其它 事项,不论方式),则本公司应在转股日期之前委聘一家获认可专业人士,

6

研究是否需因此对转股价格作出任何调整,以公平及恰当地反映本公司和 债券持有人之间的相对权益;如获认可专业人士认为转股价格应予调整, 本公司董事会应按获认可专业人士书面确认为恰当的方式,对转股价格作 出调整。前述调整应适用于有关转股日期或其后的转股通知书。

8.2 其它规定:

- (1) 倘令致(或可能令致)转股价格需作调整的事件,在短时间内发生超过一宗,获认可专业人士诚实地认为前述规定的应用,须作出任何更改以达到产生预计的商业效果,则有关更改应按获认可专业人士(作为专家)的意见作出。
- (2) 在以下情况,转股价格无须作出调整:(i)根据该转股权的行使而配 发或发行公司股份;或(ii)根据本公司采纳和通过的认股权计划,向认 股权计划下的参与者授予或发行的公司股份、期权或任何可转换成 本公司(或其任何附属公司)的任何股本的证券。
- (3) 任何转股价格的调整不应涉及转股价格的增加,根据该等条件第 5.9 项所述的公司股份合并除外。
- 8.3 获认可专业人士的决定:如果对转股价格的调整是否恰当有任何怀疑、获 认可专业人士发出的书面证书应属最终和具约束力的决定,除非存在明显 或经证明的错误。
- 8.4 删去尾数:倘在作出调整后的转股价格并非港币十分之一(1/10)分的整数,则有关转股价格应以四舍五入方式调整至最近的十分之一(1/10)分。如某次转股价格的调整是无需作出四舍五入的调整、或有关转股价格已经作出四舍五入方式的调整,在其后的调整时,原已删去的尾数不应再继续计算。
- 8.5 不得折让发股:转股价格的减低,无论如何不得减至在可转换债券被转换 成公司股份时,令致公司股份的发行价格低于公司股份面值。
- 8.6 获认可专业人士的选择:如该等条件的任何规定容许或要求由获认可专业人士作出一项决定,本公司有权选择具国际信誉的商人银行或拥有香港会计师公会认可的专业资格的会计师作出有关决定。获认可专业人士按照(或表示按照)该等条件作出的决定,应视为是由该认可专业人士以专家身份作出的。除非存在法律上的错误或重大谬误,否则所有有关决定对本公司、所有债券持有人、以及所有通过债券持有人求偿、或由债券持有人权位下作出求偿的人士,是终局的、结论性的和具有约束力的。
- 8.7 有关调整的通知:任何调整在作出后,在可能的情况下,有关通知应尽快 按该等条件第 13 项的规定送交债券持有人。

9. <u>更改</u>

9.1 本契据或该等条件的更改,必须(1)经本公司的股东大会通过或股东

以书面通过对更改的批准(如上市规则要求);(2)以单边契据方式, 并经本公司签盖、及说明是对本契据或该等条件的补充进行;且(3)经 过香港联交所批准(除非该更改按照本契据或该等条件自动生效),方为 有效。

- 9.2 每一份有关补充契据,应以备忘录方式背书在(或附于)本契据。
- 9.3 就本契据或该等条件的每一项更改,在可能的情况下,有关通知应尽快送交债券持有人。

10. 债券持有人提起诉讼及会议

- 10.1 本公司在此承认及作出契诺,本契据所载的、由本公司承担或对本公司具约束力的契诺、义务和条件,有关权益应由每一债券持有人享有。
- 10.2 每一债券持有人就其所持的可转换债券,有权分别地向本公司执行前述契 诺、义务和条件,且在涉及前述执行的诉讼中,无须加入任何其它可转换 债券的持有人、或曾持有相关可转换债券的任何中间方。

11. 通信

- 11.1 向本公司送交的任何通信,应以专人送递或邮寄的方式送达地址:香港湾 仔告士打道178号华懋世纪广场22楼2202室、或以传真方式传至以下号 码:+85236950022 (或本公司不时向各债券持有人以书面通知的、并说 明是有关本契据的其它地址或传真号码)。
- 11.2 前述有关通知应在下述时间被视为送到或收到:
 - (1) 如在一同地区以平邮方式寄发,投寄当日后的2天;
 - (2) 如以空邮方式寄发,投寄当日后的4天;
 - (3) 如由专人送递,则在送达时;
 - (4) 如以传真发送,由发送传真机打印出来的完满发送报告所载的完满 发送时间。

12. <u>管辖法律</u>

- 12.1 管辖法律:本契据受香港法律管辖,并应按香港法律解释。
- 12.2 司法管辖权:对于本契据或可转换债券产生或有关的任何争议,香港法院 具有解决有关争议的不可撤消的司法管辖权,故此任何源于或有关本契据 及/或可转换债券而提起的法律行动或诉讼("该等诉讼"),可在香港法院提 起。债券持有人有权在其它具管辖权的司法区任何其它法院提起该等诉 讼,而在某一个(或多个)司法管辖区提起该等诉讼,并不排除该等诉讼在

8

其它司法管辖权区的提起(无论是否同时)。

本契据在页首日期以单边据方式签盖,以兹证明。

<u>附件</u>

债券证书的样式

(面页): 证券证书编号:

索引编号:

中发展控股有限公司 (Central Development Holdings Limited) (于开曼群岛注册成立之有限公司) (股份代号: 475)

港币[*]元

年息 0%在 20[*]年[*]月[*]日到期

此份债券证书的索引编号在下面列出,而就此份债券证书之发出有关的可转换债券,中发展控股有限公司 (Central Development Holdings Limited)) ("本公司")以记名方式发行的,有关可转换债券是一批在该契据中 被命名为「可转换债券」的其中组成部份,而该契据构成整批可转换债券,在此份债券证书背书的(或附上 的)可转换债券条款及条件中提及「该契据」。可转换债券须遵守该契据、亦享有该契据所赋予的权益,每 一债券持有人就其持有的可转换债券,有权分别以该契据向本公司执行。 该契据(连同它的任何补充文据) 及本公司的组织章程副本,备置在本公司的香港主要营业地址,可供债券持有人查阅。

债券持有人将被视为得悉前述契据(以及它的任何补充文据)所载的全部规定,倘债券持有人书面要求,有 权取得前述契据的副本。

本公司在此证明,在此份债券证书的日期,名称(姓名)及地址列在下面的人士,在债券持有人名册中,被 登记为下列可转换债券的本金的持有人。因已收取对价,本公司答应,向在有关时间于债券持有人名册中、 被登记为此份债券证书之发出有关的可转换债券持有人,支付有关可转换债券下到期应付的金额,及履行 该等条件的规定。

标页码	债券持有人名称(姓名)及地址	可转换债券的本金	索引编号	转让编号	发出日期
	[*](地址:[*])	港币[*]元			

发出此份债券证书所证明的可转换债券,是可以在遵守和按照该等条件和该契据,转换成股本已缴足的、 本公司每股面值港币 0.01 元的普通股股份。

此份债券证书仅是权利享有的证明。 可转换债券所有权的转移,只会发生在有关转让正式记录在债券持有 人名册之时,而发出此债券证书所证明的可转换债券之应付金额,只会由正式被纪录为有关债券的在册持 有人享有。

根据(及无论何时均须遵守)附于(背书在)的可转换债券条款及条件所载的该等条件第3项,任何可转换债券 的转让,必须把代表有关可转换债券的债券证书(连同该证书内已填妥和签署的转让表格)交付到指定办事 处。 除非和直到债券持有人名册的相关内容已获登记、任何可转换债券的转让不得生效。

除非已经由本公司(由本公司的授权代表)签署,此份债券证书并无任何法律效力(无论任何目的)。

此份债券证受香港特别行政区法律管辖,并应按香港特别行政区法律解释。

中发展控股有限公司

签署人:_____

董事

董事/公司秘书

债券证书背页

可转换债券的条款及条件

中发展控股有限公司 ("本公司")所发行的港币 52,000,000 元,年息 0%,20[*] 年到期的可转换债券("可转换债券",而此词应指在有关时间仍尚未偿还的可转 换债券或(如文义需要的话)其中任何数目)、及在转换时而发行的公司股份,经本 公司 2022 年[*]月[*]日表决权超过百分之五十的股东通过的书面决议或在本公司 的股东大会中通过的决议及 2022 年[*]月[*]日举行的董事会会议决议批准和授 权。可转换债券由一份日期为 2022 年[*]月[*]日的、本公司签盖的单边契据("该 契据",而此词语应包括对有关单边契据不时的修订和更改)所构成。 在此份条 款及条件所载陈述,受限于该契据,而有关陈述包括该契据具体规定的概要。该 契据的副本,备署在本公司的香港主要营业地址(在本日期为[*]),可供债券持有 人查阅。 债券持有人享有该契据所赋予的权益、亦受该契据的全部规定约束, 而债券持有人被视为得悉该契据的全部规定。

1. 定义及解释

1.1 在该等条件,以下词语含有下述意义:

"获认可专业人士"	一家独立的商人银行或拥有香港会计师公会认可
	的专业资格的会计师,是按该契据第5.3条所委聘
	的。

- **"联系人"** 就任何人士,其「联系人」和「关连人士」(而有 关词语参照上市规则第一章的定义)。
- "债券持有人" 在债券持有人名册中,其姓名,名称被登记为某 一可转换债券的持有人,而就任何可转换债券的 "持有人",亦应有相应意义。
- **"营业日"** 指位于香港的持牌银行在其正常营业时间公开营业的一日(不包括星期六)。

"该等条件" 此份条款及条件,及按照该契据的规定所不时更改者。

"转股日期" 按照该等条件第 5.4(2)项所确定的、可转换债券转为股份的生效日期。

"转股通知书" 一份格式与附加表格 II(可在指定办事处取得)相同的(或大致相同的)转股通知书,或其它形式的、清楚说明债券持有人转股意向的通知书。

"该转股期"由 2022 年[*]月[*]日起或该发债日期起(以较后日为准)至还款到期日前五个工作天。

"转股价格"	该等条件第 5.2 项所规定的、每一公司股份的转换 价格,应按该等条件作出调整。
"该转股权"	在遵守和按照该等条件的前提下,债券持有人把 可转换债券下的本金的全部或部份、转换成公司 股份的权利。
"该等转换股份"	该转股权被行使而配发和发行的公司股份。
"处置分配"	指任何销售、转让、交换、租让、借出、出租、 解除租赁、租用、许可、直接或间接的保留、放 弃、让步、让与、处理或授予任何选择权、优先 权、授权书、或其它权利或利益,包括签署对上 述行为的任何协议。
"产权负担"	指任何财产、资产、权利或利益(不论其性质)的任 何按揭、抵押、质押、留置(依法产生者除外)、衡 平抵押、或对它们不利的权利要求,或对它们设 立其它产权负担、优先权或抵押权益、或它们的 延期购买、所有权保留、出租、买卖、售后租点 安排、或与上述内容有关的任何协议。
"该等违约事项"	该等条件第9项所具体列出的任何事项。
"该集团"	本公司及其附属公司。
"香港"	中华人民共和国香港特别行政区。
"港币"	香港在有关时间的法定货币。
'该发债日期"	首次发行可转换债券的日期。
"上市规则"	香港联交所证券上市规则。
"收购守则"	香港公司收购、合并及股份购回守则。
"还款到期日"	该发债日期起计届满 3 年的日期,或如当天并非 营业日,当天之后的第一个营业日。

"尚未偿还(的)" 就可转换债券而言,全部已发行的可转换债券, 但不包括:

> (a) 已被赎回的可转换债券、或所附该 转股权已被行使(且已按该等条件 注销)的可转换债券;

> > 12

- (b) 按照该等条件赎回日期已届满的可转换债券、且赎回款额(包括直到有关赎回日期、相关可转换债券所产生的全部利息(如有者))已经向有关债券持有人(或其代理人)支付;
- (c) 变为无效的可转换债券、或索偿权 按该等条件第10项已届诉讼时效的 可转换债券;
- (d) 被撕破或损毁的可转换债券、且有 关可转换债券已按该等条件第 3.6 项的规定交回,以换取替代的可转 换债券;
- (纯粹为确定尚未偿还的可转换债券数目之目的,而无损可转换债券法律状况之任何其它目的)被指称已经遗失、或被摧毁的可转换债券、且就此已发行替代的可转换债券;或
- (f) 按该等条件第 7 项赎回、购买和注销的可转换债券。
- **"债券持有人名册"** 依据该等条件第 3.5 项而设立和备置的债券持有人名册。

"该过户处" 本公司现时的香港股份过户登记分处、及任何股份过户登记分处。

"登记日期" 具有该等条件第 5.5 项所赋予的意义。

- "受限制持有人" 债券持有人,而该持有人是香港以外的司法管辖区之居民或国民,而按有关司法管辖区的法律、法规,以下情况是无法合法地进行的(或者是无法合法地进行的,除非本公司首先在有关公司法管辖区采取若干行动):该持有人行使该转股权、或本公司履行其在该契据或该等条件中说明由其承担的义务、或该等转换股份的配发、发行和持有。
- **"公司股东"** 公司股份的持有人。
- **"公司股份"** 本公司每股面值港币 0.01 元的普通股股份,或由前述股份拆细、合并或重整而形成的股份(可属任

何一个或多个类别),而在该等股份之间,就本公司的股息或在清盘时(无论自愿抑或强制)或派付时的任何金额的享有,并无优先次序的分别。

"指定办事处" 在债券证书背页所列的本公司香港主要营业地址、或根据该等条件第13项已通知债券持有人的其它地址。

"香港联交所" 香港联合交易所有限公司。

- **"附属公司"** 应具有香港《公司条例》(香港法律第 32 章)所界 定该词语的意义。
- "税项" 指所有形式的税项,包括在香港及香港以外任何 地方区征收的税项,及由任何法定的、政府、国 家、省、地方或市任何权力机关收取或征收的, 并不论是就有关利润、收入、收益、销售、贸易、 知识产权、有形或无形资产或其它专项所收取或 征收的所有形式的利得税、利息税、增值税及印 花税及所有征款、税款、关税、收费、费用、扣 缴及预扣税,亦包括:(i)任何与税务有关的罚款、 利息或其它付款;和(ii)被剥夺或丧失的任何税负 减免、税收优惠、税项抵免、退税或财政返还等; 而"税"一词亦应作同样解释。
- 1.2 诠释: 该等条件所提及的:
 - (1)费用、征费、酬金或支出,应包括在前述项目之上应缴的增值税、流转税或其它类似税项;
 - (2) 由债权人为执行其权利而在香港以外的司法管辖区采取之行动、补救 措施或司法程序方法,应包括最接受香港法律的、在该等司法管辖区 可以采取的或适当的、由债权人为执行其权利而采取之行动、补救措 施或司法程序方法;
 - (3) 由超过一人所履行的义务或作出的陈述,应视为该等人士共同及各别 地履行或作出的;
 - (4) 单数词语包括复数的含义,反之亦然;
 - (5) 一个词性的词语,包括阳性、阳性及中性的含义,反之亦然;
 - (6) 「人」包括合伙企业及公司,反之亦然;

- (7) 任何日子中的时间,指香港时间;及
- (8) 任何法定规定或非法定规定(包括上市规则、香港会计准则和香港财务报告准则),应包括对该等规定的任何更改或重新制定、以及在有关规定(或经更改或重新制定之规定)之下颁布的法律文书、命令或法规。
- 1.3 标题: 在解释该等条件时,标题应不予理会。

2. 地位、形式、面值及所有权

- 2.1 地位:可转换债券构成本公司的直接、无条件、非递延和无担保的义务, 在可转换债券之间无论何时享有同等权益,并无任何优先位置。除非适用的法律另有规定,本公司在可转换债券之下的支付义务,无论何时,应 最起码与本公司现时和未来的无担保、非递延义务相同。
- 2.2 上市: 本公司不曾亦不会向香港联交所或其它证券交易所提出申请,把 可转换债券上市。
- 2.3 形式及面值:可转换债券是以记名方式发行的,可转换债券应以港币作为货币单位,每份可转换债券的本金面值应为港币一百万元(HK\$1,000,000)或其整数倍,除非因为可转换债券所附的该转股权行使的金额是小于港币一百万元(HK\$1,000,000)、或根据该等条件的规定而作出的调整、令致有关金额小于港币一百万元(HK\$1,000,000)。每一债券持有人就其全部登记持有的可转换债券,将获发一张债券证书。每一份可转换债券和每一张债券证书,均将以索引编号顺序排列、并记录在债券证书上、及记录在由本公司本身(或第三方代表本公司)维持和准备的债券持有人名册之中。
- 2.4 所有权:可转换债券的所有权,只会在债券持有人名册经变更登记后,方 为正式转移。

3. 可转换债券的转让、债券证书的发出和债券持有人名册

- 3.1 转让、抵押
 - (1) 在遵守该等条件第 3.1(2)项、及必须在取得本公司的事前书面同意的前提下(而就有关同意,本公司不得无理或不合理否决),债券持有人可将可转换债券转让或抵押给其他人士,但每手转让应为港币一百万元(HK\$1,000,000)的整数(或代表全部可转换债券的较少金额)。转让发生效力,是当代表可转换债券的债券证书、连同已填妥和由出让人和受让人分别的授权执事人员(或其它获授权的人士)亲手签署的转让表格(其形式应与附加表格 I 相同或大致相同)交付到指定办事处。除非和直到债券持有人名册的相关内容已获登记,任何可转换债券的转让不曾、亦不得生效。

- (2)除非得到香港联交所的同意,否则可转换债券不得转让给本公司的 任何关连人士(按香港联交所规定定义)(若需要)。
- (3) 以下文件应连同债券证书交付到指定办事处:(i) 一张经适当签署的转让表格;(ii)倘任何转让表格是由公司经它的执事人员签署,授予前述人员签署权力的授权文件;及(iii)倘转让表格是由债券持有人以外的其它人士为债券持有人代签,如本公司合理地要求,其它证据(包括法律意见书)。受限于下述条款3.1(4),在收到债券持有人提供的全部前述文件之日起3个营业日内,本公司应注销有关的债券证书,并向受让人发与原债券持有人(如为部分转让)出新的债券证券(如适用)。
- (4) 在转让可转换债券时,债券持有人应同时将股权质押契约及担保契约上的权利一并转让与受让人,与转让股权质押契约及担保契约上的权利有关的所有收费均由债券持有人或受让人各自承担。本公司并不对因股权质押契约及担保契约的转让可能引致的有关股权质押契约及担保契约的无效或失效负上任何责任。票据持有人或受让人需将已办理的有关转让股权质押契约及担保契约的权利相关法律文件副本寄送与本公司。如本公司尚未收到有关法律文件,本公司有权要求延迟注销有记有关的票据证书及新的票据证券,直至本公司收到有关法律文件。
- 3.2 新债券证书的交付

因转让而发行的新债券证书,应在本公司收到有关转让表格和所有该等条件第 3.1(3)及(4)项述其它文件之日起 3 个营业日内,以挂号邮件或专人送 递方式(每种方式的风险均由享有有关可转换债券的债券持有人承担),

- 3.3 程序不另收费:由本公司本身(或通过第三方)办理的不另收取费用,但转让交易的相关方须先缴纳(或(如本公司认为需要)先向本公司作出补偿承诺)就有关转让交易而可能施加的任何税项或其它政府征费。
- 3.4 转让不予登记的期间:在可转换债券的任何本金或利息(如有者)到期支付 日之前的7天内,债券持有人不得要求本公司办理可转换债券的转让登记。
- 3.5 债券持有人名册:本公司应本身(或应促使该过户处)在其不时决定的地点, 设立和准备一份完整的债券持有人名册,以记录可转换债券、它们的转让、 转换成股份、赎回、注销及销毁,以及因任何债券证书的撕破、损毁、遗 失、被窃或销毁而替代发行的全部替换债券证书,以及有关各个不时持有 可转换债券的债券持有人的足够身份证明数据(包括地址和授权签署人)。 本公司或该过户处应进一步促使债券持有人名册或其副本,可在合理时间 提供给各债券持有人查阅。
- 3.6 债券证书的替换:如任何债券证书遭到撕破、损毁、遗失、被窃或销毁, 该债券证书可于指定办事处替换,但替换要求人须支付因此而发生的费

用、向本公司提供本公司合理地要求的有关证据和补偿承诺、及支付一笔 由本公司决定的、金额不超过港币 50 元的手续费。 撕毁或破损的债券证 书,必须在替换证书发出前退交本公司。如债券证书遭到遗失或盗窃,作 为发出替换债券证书的前提条件,其持有人应向本公司签署一份补偿契 据,而其条款应为本公司合理地满意者。

4. <u>利息</u>

4.1 年息率及利息支付日期:可转换债券并无附带利息。

5. 转换成股份

- 5.1 该转股权
 - (1) 转股权利:除非该等条件另有规定,债券持有人有权在该转股期内任 何时间把可转换债券转换成公司股份。
 - (2) 最低转换额:在遵守和履行该等条件所载规定的前提下,在该转股期内的任何时间,债券持有人可按其意愿,行使附设于任何可转换债券的该转股权,惟有关金额应不少于港币一百万元 HK\$1,000,000)且为其整数倍数,除非当时债券持有人所持的可转换债券下的尚未偿还本金是少于港币一百万元(HK\$1,000,000)的,或债券持有人打算行使其所持可转换债券的全部(而并非部份)尚未偿还的本金是少于港币一百万元(HK\$1,000,000)的。
 - (3) 该等转换股份的数目:当任何可转换债券被转换成公司股份时,发行的公司股份数目,应等如(i)有关可转换债券的本金(或如打算转股的部份,是某一债券证书所代表的可转换债券的其中部份,则拟转换的相关本金),除以(ii)作为份母:在转股日期适用的转股价格。如同一债券持有人持有超过一份可转换债券,在转股时应发行的股份数目,应按拟转换成股份的可转换债券之累计本金总额计算。
 - (4) 要求偿还的权利的丧失:行使转股权的债券持有人在行使该转股权时,有关可转换债券所附的有关本金及利息(及溢额(如有者))之偿还权利,将在转股日期完全丧失和解除。
 - (5) 非整数的公司股份:在换股时发行的公司股份,不含分数,而就此亦 不会有任何现金调整。尽管之前所述,如在该发债日期之后,公司 股份因法律的适用或其它情况而行使合并或改组,因此引致任何该转 股权利行使时而配发的公司股份出现非整数、并且未被发行公司股份 对应的本金超过港币 50 元,本公司应将差额支付给有关的债券持有 人,支付方式应为香港银行发出的抬头人为债券持有人的本票。
- 5.2 该转股价格

转股价格: 就本可转换债券, 每股的转股价格为港币 0.74 元, 并应按该

等条件第 5.3 条调整。

- 5.3 转股价格的调整:
 - (1) 股本结构改变:倘在转股日期之前,本公司的股本结构已经发生改 变、并且已经生效(无论是源自利润或储备的资本化、供股或向公司 股份的持有人作出其它证券(包括任何可转换成股本的证券、或认股 证、或认购本公司任何股本的期权)要约,本公司股本的合并、拆细 或减少、或源自其它事项,不论方式),则本公司应在转股日期之前 委聘一家获认可专业人士,研究是否需因此对转股价格作出任何调 整,以公平及恰当地反映本公司和债券持有人之间的相对权益;如 获认可专业人士认为转股价格应予调整,本公司董事会应按获认可 专业人士书面确认为恰当的方式,对转股价格作出调整。前述调整 应适用于有关转股日期或其后的转股通知书。
 - (2) 其它规定:

(a) 倘令致(或可能令致)转股价格需作调整的事件,在短时间内发 生超过一宗,获认可专业人士诚实地认为前述规定的应用,须作出 任何更改以达到产生预计的商业效果,则有关更改应按获认可专业 人士(作为专家)的意见作出。

(b) 在以下情况,转股价格无须作出调整:(i)根据该转股权的行使 而配发或发行公司股份;或(ii)根据本公司采纳和通过的认股权计 划,向认股权计划下的参与者授予或发行的公司股份、期权或任何 可转换成本公司(或其任何附属公司)的任何股本的证券。

(c) 任何转股价格的调整不应涉及转股价格的增加,根据该等条件 第 5.9 项所述的公司股份合并除外。

- (3) 获认可专业人士的决定:如果对转股价格的调整是否恰当有任何怀疑、获认可专业人士发出的书面证书应属最终和具约束力的决定,除非存在明显或经证明的错误。
- (4) 删去尾数:倘在作出调整后的转股价格并非港币十分之一(1/10)分的 整数,则有关转股价格应以四舍五入方式调整至最近的十分之一 (1/10)分。如某次转股价格的调整是无需作出四舍五入的调整、或 有关转股价格已经作出四舍五入方式的调整,在其后的调整时,原 已删去的尾数不应再继续计算。
- (5) 不得折让发股:转股价格的减低,无论如何不得减至在可转换债券 被转换成公司股份时,令致公司股份的发行价格低于公司股份面值。
- (6) 获认可专业人士的选择:如该等条件的任何规定容许或要求由获认 可专业人士作出一项决定,本公司有权选择具国际信誉的商人银行

或拥有香港会计师公会认可的专业资格的会计师作出有关决定。除 非获认可专业人士按照(或表示按照)该等决定存在法律上的错误或 重大谬误,否则所有有关决定对本公司、所有债券持有人、以及所 有通过债券持有人求偿、或由债券持有人权利下作出求偿的人士), 是终局的、结论性的和具有约束力的。

- (7) 有关调整的通知:任何调整在作出后,在可能的情况下,有关通知 应尽快按该等条件第 13 项的规定送交债券持有人。
- 5.4 转股程序及相关规定
 - (1) 转股通知书:倘拟行使任何可转换债券所附带的该转股权,有关债券 持有人必须填妥、签署转股通知书(一式两份),并在本公司的正常营 业时间自费把转股通知书(连同有关债券证书的正本)送达指定办事 处。转股通知书一经交付,不得撤回。
 - (2) 转股日期: 就任何该转股权的行使, 有关的可转换债券之转股日期, 应视为以下日期:
 - (a) 除非是在以下(b)分项所述的情况,有关可转换债券的证券证书 送还、和相关转股通知书(及(如适用者)就该转股权的行使而依据 该等条件有关金额支付和补偿承诺作出)交付之日的下一个营业 日;或
 - (b) 如前述送还和交付日期,是在本公司的股东名册的暂停过户期间,转股日期应该是前述期间过去后、本公司股东名册重开之日的下个营业日。
 - (3) 资本税等:因该转股权的行使而依据香港及/或开曼群岛法律(仅限于 依据香港及/或开曼群岛的法律)产生的税项(包括本公司按照该契据 而配发和发行的公司股份、因而在香港及开曼群岛需缴的任何税项、 交易征费、或资本税或印花税、以及因转股而发生的公司股份上市), 本公司应负责缴付。
 - (4) 证书的交付:倘附带在可转换债券的该转股权获行使、且有关债券持 有人已向本公司交付转股通知书、和送交相关债券证书以及其它应付 金额后,在最短的可行期(无论如何不应多过转股日期起计算 21 天时 间)之内,本公司将会把债券持有人(或在转股通知书所列的有关中央 结算系统参与者)纪录在本公司的股东名册中,成为相应数目的公司 股份的股东,并将促使该过户处发出一张(或多张)有关公司股份的股 票、备置在指定办事处以供提取,或倘转股通知书列出有关要求,本 公司将会促使该过户处把有关股票(连同在转股或认购时应交付的任 何其它证券、财产或现金,以及其它依法为有关转让所需的其它转让 契据和其它文件(如有者)),邮寄给转股通知书所列的人士和地址;惟

有关风险由有关债券持有人承担、及由收取有关股票的人士负责付费 (平邮除外)。

- 5.5 该等转换股份的优先次序:在该转股权行使时而获发公司股份的人士,将 自本公司的股东名册把有关人士列册为股东之日("登记日期"),成为相关 公司股份的、在纪录上的持有人。可转换债券被换股而发行的公司股份, 在各方面与在有关登记日期的已发行公司股份,享有同等权利,如同因换 股(或认购)而发行的公司股份,俨然在当天已经发行(但因适用法律的强制 条款所排除者除外)。除下列另有规定者外,可转换债券被换股而获发公 司股份的持有人不得享有任何早于登记日期前的权利。
- 5.6 受限制持有人:受限制持有人不得行使任何可转换债券所附的该转股权, 而债券持有人行使任何该转股权,当构成有关债券持有人向本公司作出以 下确认、陈述和保证,即:债券持有人并不是受限制持有人,及为令致债 券持有人合法和有效地行使该转股权、持有该转股权被行使时而获配发和 发行的该等转换股份、及本公司合法和有效地配发该等转换股份之目的, 需取得和遵守的所有必要的政府、监管机构或其它同意或批准、及其它程 序,均已取得和遵守。
- 5.7 债券持有人行使该转股权之限制:倘若债券持有人因行使该转股权而使公 众人士持有的本公司经发行该转换股份扩大后的已发行股本少于 25%(或 其它上市规则列明的最低公众人士持股量水平),债券持有人不得行使该 转股权。
- 5.8 行使该转股的债券持有人之守法: 在每次换股时,行使该转股权的债券 持有人,就该转股权的行使、及就该等转换股份向其配发和发行及由其持 有,必须遵守全部适用的外汇管制、财政及其它法律、法规(包括但不限 于债券持有人支付和履行其需要(或可能变得需要)支付的所有税项和履行 的责任)。
- 5.9 合并、吸收合并、新设合并:倘本公司与任何其它公司进行合并、吸收合并或新设合并(但不包括本公司在有关合并、吸收合并、新设合并后为继续独立存续的公司),或倘本公司出售或转让其全部(或接受全部)资产,本公司应按照该等条件第 13 项把有关事件告知债券持有人;除非法律另有限制,本公司将促使在完成有关合并、吸收合并或新设合并后的公司、或收购了有关资产的公司(按情况适用),签盖一份补充该契据的契据,以确保当时尚未偿还的可转换债券持有人,在可转换债券可行使的期间,继续享有把可转换债券转换成股份、其它证券及财产的权利,而有关股份、其它证券及/或财产数量和类别的计算基准,俨如在有关合并、吸收合并、新设合并、出售或转让发生的一刻前,有关可转换债券已被行使、因而获发有关数目的公司股份的持有人可收取的相关股份、其它证券及财产。此条该等条件第 5.9 项的以上规定,将同样适用于其后发生的合并、吸收合并、新设合并、出售或转让。
- 5.10 不管该等条件如何规定,债券持有人不得行使任何转股权,除非债券持有

人提供令行使转股权合理信纳的证据,证明该债券持有人及与其一致行动的人士(定义见收购守则)不会实益拥有本公司 30% 或以上于转股后即时的已发行的本公司的股份及/或本公司的投票权。

6. 支付款项

- 6.1 支付款项的方式:到期应付的本金或利息(如有者)应以转账方式存入 债券持有人的登记银行账户中,或如债券持有人并没有登记银行账户, 由本公司以挂号邮件方式,把可在香港的持牌银行取款的港币支票,邮 寄至债券持有人的登记地址;就本金只会在有关债券证书送还指定办事 处后方才支付。
- 6.2 登记银行帐户和地址: 就此项该等条件而言、债券持有人的登记银行账户,是指由债券持有人(或代表债券持有人)在香港银行开设的港币帐户, 其数据纪录在还款到期日的前一个营业日的营业时间结束时的债券持有人名册中; 而债券持有人的登记地址,是指同一时间列载在债券持有人名册的地址。
- 6.3 财政法律:在各种情况下,所有款项的支付必须遵守全部适用的财政及 其它法律、法规,但并不妨碍该等条件第8项(税项)的规定。有关的支付 不应向债券持有人征收任何佣金或开支。
- 6.4 支付款项的指示:如任何款项是以转账方式转到任何登记银行账户,支 付款项的指示将在还款到期日(或如当天并非营业日,则在下一个营业日) 发出;或倘任何款项是以支票方式支付,有关支票将在还款到期日寄出; 而就本金将在有关债券证书送还指定办事处之日的下一个营业日发出或 寄出。

7. 赎回、购买及注销

- 7.1 赎回
 - (A) 强制赎回

在以下情况,可转换债券可强制赎回:

在该等条件第9项所列的任何违约事项发生后的任何时间、除非债券 持有人已书面确实放弃追究有关违约事项,债券持有人有权发出书面 通知,要求本公司按照该等条件第7.1(B)项所计算赎回金额,把全部 (而并非部份)尚未偿还的可转换债券本金赎回,一旦前述书面通知发 出,则有关金额将变为需要到期归还、及需按该等条件第6项所述方 式支付,而归还日期该是前述书面通知发出之日起第30个营业日。

(B) 赎回金额

在该等条件第 7.1(A)及(C)项发生之情况下债券持有人应收的赎回金

21

额,应等于应赎回的、尚未偿还可转换债券的本金,加上在有关本金 上产生的利息(计算到所有应付金额已被支付为止),而赎回金额应按该等 条件第6项的规定在到期日支付。

(C) 部份强制赎回

倘本公司未能履行它在该等条件第 5.4(4)项下(除非是由于债券持有 人未有履行其在该等条件第 5.4(4)项下所述义务),有关发行、存取及 交付相关公司股份的数目(无论是由于有关数目超过本公司股东大会 的授权、本公司董事会批准的发行公司股份数目、或香港联交所上市 批准所所列的该等转换股份可以上市的最高数字),而在有关情况发 生后的 60 天仍未获得改正,则本公司应该把转股通知书中所要求的, 大过可发行公司股份数目以上的差额所对应的、尚未偿还可转换债券 本金赎回,而赎回金额应按该等条件第 7.1(B)项计算,在前述 60 天 宽限期过去后的第 5 个营业日按该等条件第 6 项所述方式,把应付金 额向债券持有人支付。

(D) 自愿提早赎回

从该发债日期开始,本公司可透过与债券持有人协商提前把可转换债券的全部或其中任何部份赎回。如当时债券持有人是2名或以上, 本公司可任意选择其赎回对象,各债券持有人均不得异议。

- 7.2 购买:本公司或其任何附属公司,可以经债权持有人书面同意在任何时间 及不时向债券持有人购买可转换债券,而购买价格按本公司(或有关附属 公司)与相关债券持有人同意者。如购买以投标方式进行,本公司则应向 全部债券持有人作出邀请。
- 7.3 注销:全部经赎回或转换(无论自愿抑或强制)成股份、或由本公司或其任何附属公司购买的可转换债券,将会立刻被注销。全部经注销的可转换债券之债券证书应交给本公司(或本公司指定的第三方),而有关可转换债券 (及由任何附属公司购买的任何可转换债券)不得再次发行或再次出售。
- 7.4 债券证书视为交还:倘发生该等条件第7.1(A)或7.1(D)项的情况,则只要本公司已把该等转换股份配发给债券持有人(或(按情况适用)把债券持有人应收的相关赎回金额全部支付给债券持有人),债券持有人须在收到本公司发出的有关书面通知后的10个营业日内,把相关的债券证书交给本公司(或本公司指定的第三方)安排注销,即使债券持有人未把有关债券证书交回,亦应被视为在前述配发日(或支付日)已交给本公司,并经注销,本公司前述的书面通知、发出证明及有关配发(或支付)证明,将构成对债券持有人(或任何受让方、或拟受让方、或任何实际或企图或试图或计划通过债券持有人的名义或权利作出任何要求的人士)具有约束力的充份证明。
- 8. 税项

- 8.1 倘本公司按任何法律、规则、法规、就开曼群岛、香港或其它司法管辖区的(或位于当地的)税务机关(或代表该等机关)施加或征收的、任何现时或未来的税项、征费、课税或政府收费(无论性质,包括但不限于扣减或扣缴就债券持有人的整体业绩或收入之上计算征缴的税项、所得税、资本增值税)。本公司有权从本公司的应付本金、溢价(如有者)或利息中扣缴相关金额。如本公司须作出有关扣减或扣缴,本公司把前述经扣减或扣缴之后的款项净额支付给债券持有人,应视为已完全履行本公司支付有关款项的义务。
- 8.2 在该等条件所提及的本金、溢价(如有者)或利息中应该包括在此项该等条件下提及的应缴额外款额、及按该契据作出的、添加在有关款额的或取代有关款额的任何承诺或契诺。

9. 违约事项

- 9.1 受限于以下该等条件第 9.2 项,倘发生下列任何一项(或多项)情况,任何 债券持有人可向本公司发出书面通知,表示可转换债券到期和需还款:
 - (1) 股本不足:在不违反该等条件第7.1(C)项的前提下,本公司的公司 股份数目,不足以令本公司履行它在可转换债券的转股时应履行的 义务;
 - (2) 其它违约:在该契据或可转换债券所载的任何本公司所承担的契 诺、条件或规定(但不包括任何可转换债券中,有关支付本金、溢 价(如有者)或利息(如有者)的契诺),本公司在履行或遵守方面发生 违反,而在任何债券持有人向本公司发出书面通知(载有违约事项 的简要数据、及对违约事项改正的要求)之日起计 14 天过去后,有 关违约事项不曾改正;
 - (3) 该股权转让协议的违反:该股权转让协议的任何条款遭到重大违反,包括其中所载陈述遭到违反,而在可转换债券发行和交付之前 是未曾得悉的;
 - (4) 本公司的解散及处置分配:任何决议获得通过、或任何命令经具职权的法院颁布,有关本公司解散或清盘、或有关本公司处置其全部(或接近全部)的资产,除非前述解散、清盘或处置分配,是因为、或有关或随后立即进行任何合并、吸收合并、新设合并或改组的;或
 - (5) 负担: 就本公司资产或生意的全部或任何重大部份,由负担的权利 人取得占有权、或由清算管理人接管; 或
 - (6) 扣押等: 倘就本公司财产的任何重大部份,遭到扣押、没收或判决 前查封令的施加、执行或状告,而在 30 天内未能解除。

9.2 根据该等条件第 9.1 项中的其中一项违约事项发生及本公司在收到债券持有人发出的书面通知后,如该违约事项未在该书面通知之日起三十(30)天内得到补救,或自该书面通知之日起持续超过三十(30)天,债券持有人应(由债券持有人全权酌情决定):(i)声明可转换债券立即到期并应立即偿还,方式是向本公司发出第二次书面通知,按适用的可转换债券尚未偿还(的)的本金的赎回金额,以及截至及包括与可转换债券相关的偿还日期或于可转换债券按上述该等条件赎回或偿还的日期计算的任何应计利息;或(ii)按照该等条件第 5 项连同证书一起向本公司交付转股通知书。

10. 失去权利时效

任何有关本金,溢价(如有者)及利息的索偿,除非在以下日期或之前提出, 否则将失去索偿效力:就本金,有关本金自还款到期日起计3年;就利息 (如有者),有关利息自还款到期日起计3年。

11. <u>执行</u>

如任何可转换债券在到期应付及需要归还之后,仍未获得全数支付,债券 持有人按其意愿、无须向本公司再行发出任何通知,可直接向本公司采取 法律行动,以执行可转换债券本金归还和已产生的利息之支付义务。

12. 更改及放弃权利

- 12.1 更改及放弃权利:本契据或该等条件的更改,必须(1)经本公司的股东 大会通过或股东以书面通过对更改的批准(如上市规则要求);(2)以单 边契据方式,并经本公司签盖、及说明是对本契据或该等条件的补充进行; 且(3)经过香港联交所批准(除非该更改按照本契据或该等条件自动生效),方为有效。
- 12.2 债券持有人的权益:本公司在行使其职能(包括但不限于进行任何建议更改或弃权的职能)时,应将所有债券持有人作为一个整体出发考虑,而不应考虑有关行使对某(些)债券持有人个别的影响。就前述行使对个别债券持有人产生的税务影响,本公司无须承担(而债券持有人均不得向本公司提出)有关影响的任何补偿、赔偿或付款要求。
- 13. <u>通知</u>
- 13.1 每一债券持有人应向本公司登记一个在香港或其它地区的地址,以便本公司向其发出通信,如债券持有人未向本公司提供有关地址,本公司可把有关通信,按后述方式发送至有关债券持有人的最后所知营业地址或住址,则视为送达,或如本公司不曾得悉任何有关地址,则本公司在其本身的注册地址和主要营业地址,以告示方式公示3天,亦视为送达。

- 13.2 任何通信,应以专人送递或预付邮资的平邮或挂号邮件(如属空邮,前提是 当地有此挂号空邮服务)方式发出。
- 13.3 如任何可转换债券是联名持有的,所有通信向在债券持有人名册中排名首 位的债券持有人发出;而以前述方式发出的通信,应视为已向每一位联名 债券持有人送达。
- 13.4 前述有关通知应在下述时间被视为送到或收到:
 - (1) 如在同一地区以平邮方式寄发,投寄当日后的2天;
 - (2) 如以空邮方式寄发,投寄当日后的4天;
 - (3) 如由专人送递,则在送达时;
 - (4) 如以在本公司本身注册地址或主要营业地址以告示方式公示,则在公 示首天贴上告示的时间。
- 13.5 把有关通信送至(或寄往)债券持有人名册所列地址,将视为已有效送达。

14. 管辖法律及司法管辖权

- 14.1 管辖法律:可转换债券及本契据受香港法律管辖,并应按香港法律解释。
- 14.2 司法管辖权:对于本契据或可转换债券产生或有关的任何争议,香港法院 具有解决有关争议的司法管辖权,故此任何源于或有关本契据及/或可转 换债券而提起的法律行动或诉讼("该等诉讼"),可在香港法院提起。债券 持有人有权在其它具管辖权的司法区任何其它法院提起该等诉讼,而在某 一个(或多个)司法管辖区提起该等诉讼,并不排除该等诉讼在其它司法管 辖权区的提起(无论是否同时)。

可转换债券之该等条件的附加表格 I 转让表格

因价值的收取,以下签署人现向以下人士转让:

(请把受让人的姓名、名称以正楷或打印方式填上)

与此份债券证书发出有关的可转换债券本金港幣......元,以及全部相关权利。

就经此份文件转让的可转换债券,如有任何款项需要支付,除非受让人另有指示、 应存入以下账户,而就该等条件第 6.2 项之目的而言,此账户即为受让人的登记 银行账户(直至另行通知为止):

银行名称 : 港币账户号码 : 开户人姓名、名称 :

:

就该等条件第 13.1 项之目的而言,以下地址即为受让人的登记地址(直至另行通 知为止):

受让人地址

日期:

转让人姓名

受让人姓名

转让人签署

受让人签署

转让人的见证人

受让人的见证人

备注:

- (i) 债券持有人的代表,应说明他在签署时的身份、例如:董事。
- (ii) 拟进行转让的人士的签名,应与相关登记持有人提供的授权签 署式样一样,或经认可银行、国际公证人、或按本公司或该过 户处要求的方式证明。

可转换债券的转让,受限于、且必须遵守可转换债券的条款及条件中所载的该等条件第3项(包括但不限于必须事先取得本公司的事前书面同意)。

26

可转换债券之该等条件的附加表格 II

转股通知书

(需签署及送交本公司,以行使此份债券证书所代表的该转股权)(备注(i))

致:中发展控股有限公司("本公司")

以下签署人士,是此份债券证书所代表的可转换债券的已经适当地登记之持有 人:

(1) 现选择在______月____日(备注(ii)(即转股日期)行使该转股权,而转股 金额为港币______元/此份证明书所代表的全部本金(备注(iii)), 并以转股价格把前述金额转换成本公司资本中的有关数目的公司股份,并同意按 照本公司的组织大纲及章程,接受该批公司股份;

(2) 现要求:

(a) 向本公司债券持有人名册所载的、此份债券证书所代表的债券持有人发行有 关数目的公司股份,而代表有关公司股份的股票应交付到下列中央结算系统(由 香港中央结算有限公司运作)参与者的地址:

指定中央结算系统参与者编号:

指定中央结算系统参与者联络人姓名:

指定中央结算系统参与者联络电话号码及传真号码:

向指定中央结算系统参与者交付股票的地址(备注(iv)):

(b) 就此份债券证书所代表的可转换债券下任何尚未偿还的本金之余额(如有者) 而发出的记名债券证书,向本公司债券持有人名册所载的,此份债券证书所代表 的债券持有人发行,而有关余额(如有者)的债券证书,应以邮寄方式寄给有关债 券持有人的地址(邮误风险由债券持有人承担)、或(在联名持有的情况下)寄给在 债券持有人名册中排名首位的债券持有人(备注(v));或

(3) 现要求向本公司债券持有人名册所载的、此份债券证书所代表的债券持 有人发行有关数目的公司股份,而有关股票连同(如适用者)以上第(2)(b)段所述的 余额债券证书备置在指定办事处,供债券持有人或其代表亲身提取(备注(v))。

日期:....日

签署(备注(vi)及(vii))

(1) (2)

(3) (4)

备注:

(i) 此份债券证书所代表的该转股权行使,可与其它该转股权合并行使,但应 使用就此目的而准备的合并转股通知书,其副本可在指定办事处取得。

(ii) 转股日期,应该是有关债券证书送还及转股通知书交付的日期。

(iii) 倘此份债券证书所代表的可转换债券只是部份行使,此份转股通知书第(1) 段的金额,必须是港币 100 万元或其整倍倍数,惟需遵守该等条件第 5.1(2)项。 如该段并未填上金额,则该转股权将视为把此份债券证书所代表的本金总额全部 行使。

(iv)填上的地址,必须是位于香港的地址。如未把地址列出,除非债券持有人选择亲身领取,有关公司股份的股票(连同(如适用者)以及余额债券证书),将以邮寄方式寄给有关债券持有人持有人名册所记录的地址(邮误风险由债券持有人承担)。

(v) 请把不适用者删去。

(v) 如属联名持有,所有联名持有人均必须签署。

(vi) 按照该等条件,此份债券证书所代表的任何该转让股权被行使时,将构成:

(a) 由债券持有人向本公司作出的一项陈述及保证,即债券持有人并非受限制持有人;及

(b) 除非行使该转股权的债券持有人得到本公司确认,否则可转换债券、以 及从可转换债券而转换而成的公司股份不得转让。

(viii) 在行使此份债券证书所代表的该转股权时,行使该转股权的债券持有人,就该转股的行使、及就该等转换股份向其配发和发行及由其持有,必须确保所有适用的外汇管制、财政及其它法律、法规获得遵守。

签署

由中发展控股有限公司盖上钢)
印,并由其董事)
)
在以下人士面前签署)

本协议已于开首日期由本协议各方签署,以资证明。

张兵) Jun. Se 签署) 见证人:))

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代表 由 海南华港新能源开发有限公司 BA HA 签署 见证人: 2<u>9</u>3000



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成都华汉能源有限公司 35%股权转让补充协议

本协议由以下各方于2022年 11月15日订立

立约方:

- (1) 张兵,(中国身份证号码: 511002197105130617),其地址是中国成都市高新
 区万象南路 350 号 12 栋 1 单元 10 楼 1002 号 (「出售方」);
- (2) 海南华港新能源开发有限公司,一家于中华人民共和国注册成立的有限责任公司,其地址是中国海南省洋浦经济开发区新英湾区保税港区2 号办公楼 E181 室(「购买方」);及
- (3) 成都华汉能源有限公司,一家于中国注册成立的有限责任公司,其注册地 址是中国(四川)自由贸易试验区天府新区万安街道麓山大道二段 1201 号 12 栋 9 层 903 号附 2 号(「目标公司」)

(各方指本协议任何一方,而买卖双方指购买方及出售方)

鉴于:

- A. 立约方已经于 2022 年 8 月 19 日签署成都华汉能源有限公司 35%股权转让协议 (下称"原协议")。
- B. 原协议第 9.1(h)条指出购买方成为目标公司拥有 35%股权的股东后,除先获 得购买方的同意外,出售方及目标公司向购买方承诺及承诺促使出售方及目标 公司保证尽其商业上合理的最大努力为合营公司的燃气经营业务的合法经营取 得所需的证件、牌照及批文,包括但不限于《燃气经营许可证》等。

现立约方根据《中华人民共和国民法典》、《中华人民共和国公司法》等法律法规的规定,本着诚实守信、平等自愿、互利互惠等原则,一致达成如下补充约定:

一、支付购买价格修正

1.1 立约方同意原协议中第 2.3 (a) 条应修正为:

「受限于第6条,购买方将以债券作为支付购买价格的方式。在完成先决条件的前提下出售方同意购买方按以下方式向出售方支付购买价格:

a) 在交割日之后的一个历月内(该期间不包括上市规则所规定的禁止买 卖及/或认购上市公司的证券的期间),购买方同意保证上市公司根据债 券条款发行及出售方同意认购本金总额为港币 5200 万元的债券,作为 支付本次交易的 100%的购买价格,以本条的发行债券为目的,但在合营 公司获得《燃气经营许可证》前出售方不可转让及/或转换债券。在合 营公司获得《燃气经营许可证》后,购买方应保证上市公司向出售方交 付代表向出售方正式发行债券的证书及保证出售方的名称记入债券持 有人名册。」

- 二、出售方及购买方在交割日后的权利及责任修正
- 2.1 立约方同意原协议中第9条应加上第9.3条如下: [9.3 如合营公司无法在2024年6月30日或之前获得《燃气经营许可证》, 立约方同意债券将在2024年7月1日自动取消, 购买方必须在2024年7月6日或之前无偿将目标公司的股份转让予出售方, 出售方亦必须在2024年7月6日或之前无偿将债券交还予购买方。如届时任何一方因政府防疫措施遭强制扣留/检疫/强制隔离而导致无法在2024年6月30日或之前获得《燃气经营许可证》, 上述期限将因应受影响的日数自动顺延。]
- 三、附录五: 债券发行契据样本修正
- 3.1 原协议中附录五:债券发行契据样本第6.1条应修正为「6.1 转股权:在遵 守和按照该等条件的前提下(包括但不限于该等条件之第5.7及5.10条)以 及在合营公司获得《燃气经营许可证》的前提下,每一可转换债券的持有人 有权把有关可转换债券,转换成公司股份(并获贷记为股本已经缴足)。]。
- 3.2 原协议中附录五:债券发行契据样本附件债券证书背页-可转换债券的条款及 条件第1.1条定义及解释"该转股期"应修正为「由2022年[*]月[*]日起或 该发债日期合营公司获得《燃气经营许可证》起(以较后日为准)至还款到期 日前五个工作天。」。
- 3.3 原协议中附录五:债券发行契据样本附件债券证书背页-可转换债券的条款及 条件第1.1 条定义及解释"该转股权"应修正为「在遵守和按照该等条件以 及在合营公司获得《燃气经营许可证》的前提下,债券持有人把可转换债券 下的本金的全部或部份、转换成公司股份的权利。」。
- 四、其他条款
- 4.1 本补充协议为原协议不可缺少的一部分,本补充协议与原协议具有同等法律 效力。
- 4.2 除本补充协议所载变更及为令原协议与本协议保持一致而所作任何其它必要 更改(如有)外,原协议应保持具有全部效力及作用,原协议中的其他条款 不变及维持有效且对原协议各方具约束力,原协议各方亦同意根据有关条款 执行原协议,除非各方一致同意进行变更。

4.3 本补充协议一式叁份, 立约方各执一份, 具有同等法律效力。

4.4 本补充协议自立约方签字盖章之日起生效。

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本协议已于开首日期由本协议各方签署,以资证明。

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The -张兵 签署 见证人:

由 代表 1. 海南华港新能源开发有限公司 签署 1 900300 见证人:

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中发展控股有限公司				
(Central Development Holdings Limited)				
构成港币 5200 万元(HK\$52,000,000) 年息 0% 于 20[*]年[*]月[*]日到期 可转换债券的				
单边契据				

本契据,由中发展控股有限公司(Central Development Holdings Limited) ("本公司")在 20[*]年[*]月[*]日以单边契据方式签盖,本公司在开曼群岛注册成 立,其注册地址是 Cricket Square, Hutchins Drive, P. O. Box 2681, Grand Cayman KY1-1111, Cayman Islands,其香港营业地址为香港灣仔告士打道 178號 華懋世紀廣場 22樓 2202室。

鉴于:

- (A) 本公司与中发展控股有限公司("该认购方")于 2022 年 8 月 19 日签署一份 有关认购本公司发行的本金港币 5200 万元(HK\$52,000,000),年息为 0%, 三年到期的可转换债券("可转换债券")之 35%股权之转让协议 ("该股权 转让协议"),根据该认购协议,本公司将向该认购方或该认购方书面指定 之人士发行可转换债券。
- (B) 本公司现以单边契据方式签盖此份契据,以构成及界定前述可转换债券在 有关时间的持有人之权利和义务。

此份契据规定、及本公司声明如下:

1. 定义及解释

- 1.1 经界定用语的采纳:在该等条件中定义的字眼或词语、而在本契据主文中 并未定义者,如在本契据内使用,应含有在该等条件中所赋予的意义。
- 1.2 定义: 在本契据中,以下词语有下述意义:
- "可转换债券" 将由本公司按该股权转让协议之规定发行的、及 由本契据构成的、在有关时间未偿债券(或如文义 所需,其中任何数目),而有关债券属记名债券, 每份面值港币一百万元(HK\$1,000,000),全部合计 本金面值港币 5200 万元(HK\$52,000,000),年息 0%,三年到期,附转换成本公司股份的权利。
- **"债券持有人"** 在债券持有人名册中,其姓名或名称被登记为任何可转换债券的持有人,及「持有人」就任何可转换债券应具有对应的定义。
- **"营业日"** 指位于香港的银行在其正常营业时间公开营业的 一日(不包括星期六)。

- "债券证书" 以记名方式发行给一份或一份以上可转换债券的 持有人之债券证书,而有关证书的格式,应与列 载于本契据附件的格式相同或大致相同。
- "该等条件" 在可转换债券的正式文件中所列载的条款和条件、及按照有关条款和条件所载规定及/或本契据所不时修改者,而在本契据所引该等条件的某号条件,亦应作如是解释。
- "香港" 中华人民共和国香港特别行政区。
- "香港联交所" 香港联合交易所有限公司。
- "本契据" 本契据、其附件(包括按照本契据的规定所不时修改者)及按照本契据签盖的任何其它文件(包括不时如前述修改者)、并说明为补充本契据者。

"上市规则" 香港联交所证券上市规则。

- 1.3 参照性诠释: 该等条件第 1.2 的规定应适用于本契据的诠释。
- 1.4 标题: 在解释本契据时,标题应不予理会。
- 1.5 附件: 本契据附件属本契据的组成部份,故此具有约束力。
- 1.6 执行性:即使本契据的任何规定,在某时某司法管辖区法律下,在某方面 变得非法、无效或无法执行,但本契据剩余部分规定在该司法管辖法律下 (及有关规定在其它司法管辖法律下)的合法性、有效性及可执行性不会因 此受到影响或损害。

2. <u>可转换债券的发行</u>

- 2.1 在本契据签盖时,本公司应按该股权转让协议的规定把可转换债券发行给 该认购方或该认购方书面指定之人士(仅限于独立于本公司及本公司关系 人之第三方人士)。
- 2.2 可转换债券是由本契据及该等条件规范的,而本契据及该等条件对本公司 债券持有人具约束性。本公司在可转换债券和该等条件下的义务,债券持 有人有权执行,如同该等义务是在本契据中包含,而本契据应与可转换债 券阅读和理解为同一文件。
- 2.3 在遵守上市规则的前提下,本公司享有自由,可不时进一步发行债券、和 发行票据及其它证券,包括与可转换债券具同等地位和权利者。

- 2.4 除该等条件另有规定,倘若债券持有人因行使该转股权而使公众人士持有的本公司经发行该转换股份扩大后的已发行股本少于 25%(或其它上市规则列明的最低公众人士持股量水平),本公司将不会发行转换股份,而债券持有人亦不会行使该转股权。
- 2.5 不管该等条件及本契据如何规定,债券持有人不得行使任何转股权,除非 债券持有人提供令行使转股权合理信纳的证据,证明该债券持有人及与其 一致行动的人士(定义见收购守则)不会实益拥有本公司 30% 或以上于 转股后即时的已发行的本公司的股份及/或本公司的投票权。

3. 可转换债券金额及支付方法

- 3.1 可转换债券金额: 可转换债券的本金总额为港币 5200 万元 (HK\$52,000,000)。
- 3.2 支付承诺: 在赎回可转换债券时,本公司应按该等条件把到期应付金额 支付给债券持有人(或其指定的人士)。
- 3.3 义务解除:本公司就可转换债券而须支付的任何金额,可按照上述第 3.2 等条件所规定的方式支付,对本公司就有关金额的支付而言,属有效,足 额和完全的义务解除。

4. 可转换债券的形式及面值

- 4.1 债券证书:在可转换债券发行时,每一位债券持有人应可取得一张正式的 债券证书,而有关证书的格式,应与列载于本契据附件的格式相同或大致 相同、且应包括于在契据附件之该等条件(或大致相同的该等条件)。
- 4.2 面值:可转换债券应以港币作为货币单位,每份可转换债券凡本金面值应 为港币一百万元(HK\$1,000,000)或其整数倍,除非因为可转换债券所附的 该转股权行使的余额是小于港币一百万元(HK\$1,000,000)、或根据该等条 件的规定而作出的调整令致有关面值小于港币一百万元(HK\$1,000,000)。
- 4.3 签署:正式的债券证书应载有(i)本公司两位董事、或(ii)本公司一位董事及公司秘书的亲手签名、或机印签名。本公司使用的机印签名,可以是在本契据日期本公司的任何一位董事,即使在债券证书发出之时有关董事已经离职;而任何以上述方式签盖的债券证书,将构成对本公司具约束力和有效的义务。
- 4.4 发出:可转换债券发行和交付的完成,是当本公司(或第三方按本公司的 指示)向债券持有人(或其代表)发出和交付债券证书,以及本公司(或第三 方按本公司的指示)把债券持有人名册填写妥当。
- 4.5 债券持有人可被视为绝对拥有人: 除非法律另有规定,任何可转换债券的持有人,当可被视为该可转换债券的绝对拥有人,无论任何目的、无论

该可转换债券是否过期仍未偿还、无论是否与该可转换债券有关所有权、 信托或任何其它权益的任何通知、或因与该可转换债券而发出的债券证书 失窃或遗失有关的任何书面文件,而任何按前述方式看待有关持有人或债 券持有人名册之任何列册,无须承担任何责任。

5. 资本征费及税项

- 5.1 资本征费等:就可转换债券的创设、初次发行和要约、以及本公司本契据的签盖及交付而发生的、在香港和开曼群岛应付的任何资本、印花、发行、登记、文件或其它类似的税项及征费(包括利息和罚款),应该及将会由本公司支付。
- 5.2 征税司法管辖区的改变:如本公司变成需要一般接受香港和开曼群岛(在前述区设立的、或位于前述区域以内的税务机关)以外的其它区域(在有关区域设立的、或位于有关区域以内的征税机关)之税务管辖,则本公司将向债券持有人作出一项承诺,而其内容将与该等条件第8项的内容相应,但在前述该等条件第8项内的「香港」,将由新对本公司具税务管辖权的其它区域或有关征税机关所取代,而在前述情况下本契据及可转换债券亦应相应地作出有关理解。

6. 转股权及相关契诺

- 6.1 转股权:在遵守和按照该等条件(包括但不限于该等条件之第 5.7 及 5.10 条)以及在合营公司获得《燃气经营许可证》的前提下,每一可转换债券的持有人有权把有关可转换债券,转换成公司股份(并获贷记为股本已经缴足)。
- 6.2 与转换有关的契诺:本公司在此向债券持有人作出承诺、及与债券持有人达成契诺,只要任何该转股权仍可被行使时,本公司将会:
 - (1) 维持足够的未发行股本:确保本公司的法定但尚未发行的股本,有 足够数目可以发行(而不受任何优先权约束),以备当时可被行使的该 转股权及全部其它转换、认购或交换公司股份的权利,在实际被行 使时,能够获得满足;
 - (2) 公司股份的上市:维持现时全部已发行的公司股份在香港联交所上市、以及维持附于可转换债券的该转股权被行使时所发行的全部公司股份,在发行后尽快在香港联交所上市,及向债券持有人通知香港联交所对公司股份上市地位的撤销;
 - (3) 遵守交易所规则:有关可转换债券的发行和转换,遵守全部规则、 法规、应用指引、和由香港联交所及其它对本公司具管辖权的监管 机构所施加的其它适用的指令;
 - (4) 支出:支付应由本公司支付的、在发行的可转换债券被转换成公司

股份的支出、以及为从香港联交所取得前述股份上市地位而产生的 一切支出;及

(5) 第 XI 部登记:维持本公司按香港《公司条例》第 XI 部的海外公司 登记,及按香港《公司条例》第 333A(1)条授权最少两名代表接受法 律文件和通知的送达。

7. <u>一般契诺</u>

- 7.1 只要有任何可转换债券仍是尚未偿还的,本公司向每一位债券持有人作出 (及与每一位债券持有人达成)契诺如下:
 - (1) 该等违约事项的通知:本公司一旦得悉任何该等违约事项的发生, 本公司将立即书面通知债券持有人;
 - (2) 本公司持有的可转换债券:如任何债券持有人以书面作出后述要求,本公司将尽快(无论如何在收到前述书面要求的5天内)基于本公司(或由第三方代本公司)保存的债券持有人名册,向有关债券持有人发出一份证书,说明在该证书的发出日期,本公司本身持有的(或通过第三方代持的)、仍未被注销的可转换债券总数;而有关证书应有本公司的任何两位董事代表本公司签署;
 - (3) 守约:在本契据说明为对本公司具约束力的规定,本公司将会遵守、 履行及遵行;
 - (4) 该转股权:当任何该转股权根据该等条件被行使时,本公司在遵守 该等条件的前提下,将按照该等条件发行经行使该转股权而应该产 生的公司股份;
 - (5) 优先序列:按照该转股权之行使而配发的公司股份,与在有关登记日期的足缴股本已发行股份在各方面应享有同等权益,故此有关公司股份的持有人亦应有权全面参与在有关登记日期之后支付的全部股利、和作出的全部分派(但不包括之前已经宣布、或建议或已通过决议作出的任何股利或其它分派,而判定享有有关股利或其它分派的列册基准日是早于前述有关登记日期),且该等股利或其它分派的金额和列册基准日之通知,已在前述有关登记日期之前送交债券持有人;就此而言,向债券持有人送交通知的方式,可以是把有关在报章上刊登(或香港联交所网页上发布)的公告送交他们;及
 - (6) 公众持股量:本公司在全部时间均应尽其合理努力,确保上市规则 中的公众持股量规定获得遵守。

8. 转股价的调整

8.1 股本结构改变:倘在转股日期之前,本公司的股本结构已经发生改变、并 且已经生效(无论是源自利润或储备的资本化、供股或向公司股份的持有 人作出其它证券(包括任何可转换成股本的证券、或认股证、或认购本公 司任何股本的期权)要约,本公司股本的合并、拆细或减少、或源自其它 事项,不论方式),则本公司应在转股日期之前委聘一家获认可专业人士, 研究是否需因此对转股价格作出任何调整,以公平及恰当地反映本公司和 债券持有人之间的相对权益;如获认可专业人士认为转股价格应予调整, 本公司董事会应按获认可专业人士书面确认为恰当的方式,对转股价格作 出调整。前述调整应适用于有关转股日期或其后的转股通知书。

8.2 其它规定:

- (1) 倘令致(或可能令致)转股价格需作调整的事件,在短时间内发生超过 一宗,获认可专业人士诚实地认为前述规定的应用,须作出任何更 改以达到产生预计的商业效果,则有关更改应按获认可专业人士(作 为专家)的意见作出。
- (2) 在以下情况,转股价格无须作出调整:(i)根据该转股权的行使而配 发或发行公司股份;或(ii)根据本公司采纳和通过的认股权计划,向认 股权计划下的参与者授予或发行的公司股份、期权或任何可转换成 本公司(或其任何附属公司)的任何股本的证券。
- (3) 任何转股价格的调整不应涉及转股价格的增加,根据该等条件第 5.9 项所述的公司股份合并除外。
- 8.3 获认可专业人士的决定:如果对转股价格的调整是否恰当有任何怀疑、获 认可专业人士发出的书面证书应属最终和具约束力的决定,除非存在明显 或经证明的错误。
- 8.4 删去尾数:倘在作出调整后的转股价格并非港币十分之一(1/10)分的整数, 则有关转股价格应以四舍五入方式调整至最近的十分之一(1/10)分。如某 次转股价格的调整是无需作出四舍五入的调整、或有关转股价格已经作出 四舍五入方式的调整,在其后的调整时,原已删去的尾数不应再继续计算。
- 8.5 不得折让发股:转股价格的减低,无论如何不得减至在可转换债券被转换 成公司股份时,令致公司股份的发行价格低于公司股份面值。
- 8.6 获认可专业人士的选择:如该等条件的任何规定容许或要求由获认可专业人士作出一项决定,本公司有权选择具国际信誉的商人银行或拥有香港会计师公会认可的专业资格的会计师作出有关决定。获认可专业人士按照(或表示按照)该等条件作出的决定,应视为是由该认可专业人士以专家身份作出的。除非存在法律上的错误或重大谬误,否则所有有关决定对本公司、所有债券持有人、以及所有通过债券持有人求偿、或由债券持有人权位下作出求偿的人士,是终局的、结论性的和具有约束力的。
- 8.7 有关调整的通知:任何调整在作出后,在可能的情况下,有关通知应尽快 按该等条件第 13 项的规定送交债券持有人。

9. <u>更改</u>

- 9.1 本契据或该等条件的更改,必须(1)经本公司的股东大会通过或股东 以书面通过对更改的批准(如上市规则要求);(2)以单边契据方式, 并经本公司签盖、及说明是对本契据或该等条件的补充进行;且(3)经 过香港联交所批准(除非该更改按照本契据或该等条件自动生效),方为 有效。
- 9.2 每一份有关补充契据,应以备忘录方式背书在(或附于)本契据。
- 9.3 就本契据或该等条件的每一项更改,在可能的情况下,有关通知应尽快送交债券持有人。

10. 债券持有人提起诉讼及会议

- 10.1 本公司在此承认及作出契诺,本契据所载的、由本公司承担或对本公司具约束力的契诺、义务和条件,有关权益应由每一债券持有人享有。
- 10.2 每一债券持有人就其所持的可转换债券,有权分别地向本公司执行前述契 诺、义务和条件,且在涉及前述执行的诉讼中,无须加入任何其它可转换 债券的持有人、或曾持有相关可转换债券的任何中间方。

11. <u>通信</u>

- 11.1 向本公司送交的任何通信,应以专人送递或邮寄的方式送达地址:香港湾 仔告士打道 178 号华懋世纪广场 22 楼 2202 室、或以传真方式传至以下号 码:+852 3695 0022 (或本公司不时向各债券持有人以书面通知的、并说 明是有关本契据的其它地址或传真号码)。
- 11.2 前述有关通知应在下述时间被视为送到或收到:
 - (1) 如在一同地区以平邮方式寄发,投寄当日后的2天;
 - (2) 如以空邮方式寄发,投寄当日后的4天;
 - (3) 如由专人送递,则在送达时;
 - (4) 如以传真发送,由发送传真机打印出来的完满发送报告所载的完满发送时间。

12. <u>管辖法律</u>

- 12.1 管辖法律:本契据受香港法律管辖,并应按香港法律解释。
- 12.2 司法管辖权:对于本契据或可转换债券产生或有关的任何争议,香港法院 具有解决有关争议的不可撤消的司法管辖权,故此任何源于或有关本契据 及/或可转换债券而提起的法律行动或诉讼("该等诉讼"),可在香港法院提 起。债券持有人有权在其它具管辖权的司法区任何其它法院提起该等诉

讼,而在某一个(或多个)司法管辖区提起该等诉讼,并不排除该等诉讼在 其它司法管辖权区的提起(无论是否同时)。

本契据在页首日期以单边据方式签盖,以兹证明。

<u>附件</u>

债券证书的样式

(面页): 证券证书编号:

索引编号:

中发展控股有限公司 (Central Development Holdings Limited) (于开曼群岛注册成立之有限公司) (股份代号: 475)

港币[*]元 年息 0%在 20[*]年[*]月[*]日到期

此份债券证书的索引编号在下面列出,而就此份债券证书之发出有关的可转换债券,中发展控股有限公司 (Central Development Holdings Limited)) ("本公司")以记名方式发行的,有关可转换债券是一批在该契据中 被命名为「可转换债券」的其中组成部份,而该契据构成整批可转换债券,在此份债券证书背书的(或附上 的)可转换债券条款及条件中提及「该契据」。可转换债券须遵守该契据、亦享有该契据所赋予的权益,每 一债券持有人就其持有的可转换债券,有权分别以该契据向本公司执行。该契据(连同它的任何补充文据) 及本公司的组织章程副本,备置在本公司的香港主要营业地址,可供债券持有人查阅。

债券持有人将被视为得悉前述契据(以及它的任何补充文据)所载的全部规定,倘债券持有人书面要求,有 权取得前述契据的副本。

本公司在此证明,在此份债券证书的日期,名称(姓名)及地址列在下面的人士,在债券持有人名册中,被 登记为下列可转换债券的本金的持有人。因已收取对价,本公司答应,向在有关时间于债券持有人名册中、 被登记为此份债券证书之发出有关的可转换债券持有人,支付有关可转换债券下到期应付的金额,及履行 该等条件的规定。

标页码	债券持有人名称(姓名)及地址	可转换债券的本金	索引编号	转让编号	发出日期
<u> </u>				. <u> </u>	i
	[*](地址:[*])	港币[*]元			

发出此份债券证书所证明的可转换债券,是可以在遵守和按照该等条件和该契据,转换成股本已缴足的、 本公司每股面值港币 0.01 元的普通股股份。

此份债券证书仅是权利享有的证明。可转换债券所有权的转移,只会发生在有关转让正式记录在债券持有 人名册之时,而发出此债券证书所证明的可转换债券之应付金额,只会由正式被纪录为有关债券的在册持 有人享有。

根据(及无论何时均须避守)附于(背书在)的可转换债券条款及条件所载的该等条件第3项,任何可转换债券 的转让,必须把代表有关可转换债券的债券证书(连同该证书内已填妥和签署的转让表格)交付到指定办事 处。除非和直到债券持有人名册的相关内容已获登记、任何可转换债券的转让不得生效。

除非已经由本公司(由本公司的授权代表)签署,此份债券证书并无任何法律效力(无论任何目的)。

此份债券证受香港特别行政区法律管辖,并应按香港特别行政区法律解释。

中发展控股有限公司

签署人: ____

董事

董事/公司秘书

债券证书背页

可转换债券的条款及条件

中发展控股有限公司 ("本公司")所发行的港币 52,000,000 元,年息 0%,20[*] 年到期的可转换债券("可转换债券",而此词应指在有关时间仍尚未偿还的可转 换债券或(如文义需要的话)其中任何数目)、及在转换时而发行的公司股份,经本 公司2022年[*]月[*]日表决权超过百分之五十的股东通过的书面决议或在本公司 的股东大会中通过的决议及 2022 年[*]月[*]日举行的董事会会议决议批准和授 权。可转换债券由一份日期为 2022 年[*]月[*]日的、本公司签盖的单边契据("该 契据",而此词语应包括对有关单边契据不时的修订和更改)所构成。 在此份条 款及条件所载陈述,受限于该契据,而有关陈述包括该契据具体规定的概要。该 契据的副本,备署在本公司的香港主要营业地址(在本日期为[*]),可供债券持有 人查阅。 债券持有人享有该契据所赋予的权益、亦受该契据的全部规定约束, 而债券持有人被视为得悉该契据的全部规定。

1. 定义及解释

1.1 在该等条件,以下词语含有下述意义:

- "获认可专业人士" 一家独立的商人银行或拥有香港会计师公会认可 的专业资格的会计师,是按该契据第 5.3 条所委聘 的。
- "债券持有人" 在债券持有人名册中,其姓名,名称被登记为某 一可转换债券的持有人,而就任何可转换债券的 "持有人",亦应有相应意义。
- **"营业日"** 指位于香港的持牌银行在其正常营业时间公开营 业的一日(不包括星期六)。
- "该等条件" 此份条款及条件,及按照该契据的规定所不时更 改者。
- **"转股日期"** 按照该等条件第 5.4(2)项所确定的、可转换债券转为股份的生效日期。
- "转股通知书" 一份格式与附加表格 II(可在指定办事处取得)相同的(或大致相同的)转股通知书,或其它形式的、 清楚说明债券持有人转股意向的通知书。
- **"该转股期"**<u>合营公司获得《燃气经营许可证》</u>起至还款到期 日前五个工作天。

11

"转股价格" 该等条件第 5.2 项所规定的、每一公司股份的转换价格,应按该等条件作出调整。
 "该转股权" 在遵守和按照该等条件<u>以及在合营公司获得《燃 气经营许可证》</u>的前提下,债券持有人把可转换债券下的本金的全部或部份、转换成公司股份的权利。

"该等转换股份" 该转股权被行使而配发和发行的公司股份。

- "处置分配" 指任何销售、转让、交换、租让、借出、出租、 解除租赁、租用、许可、直接或间接的保留、放 弃、让步、让与、处理或授予任何选择权、优先 权、授权书、或其它权利或利益,包括签署对上 述行为的任何协议。
- "产权负担" 指任何财产、资产、权利或利益(不论其性质)的任何按揭、抵押、质押、留置(依法产生者除外)、衡平抵押、或对它们不利的权利要求,或对它们设立其它产权负担、优先权或抵押权益、或它们的延期购买、所有权保留、出租、买卖、售后租点安排、或与上述内容有关的任何协议。
- "该等违约事项" 该等条件第9项所具体列出的任何事项。
- "该集团" 本公司及其附属公司。
- "香港" 中华人民共和国香港特别行政区。
- "港币" 香港在有关时间的法定货币。
- **'该发债日期**" 首次发行可转换债券的日期。
- "上市规则" 香港联交所证券上市规则。
- "**收购守则"** 香港公司收购、合并及股份购回守则。
- **"还款到期日"** 该发债日期起计届满 3 年的日期,或如当天并非营业日,当天之后的第一个营业日。
- "尚未偿还(的)" 就可转换债券而言,全部已发行的可转换债券, 但不包括:
 - (a) 已被赎回的可转换债券、或所附该 转股权已被行使(且已按该等条件 注销)的可转换债券;

12

- (b) 按照该等条件赎回日期已届满的可 转换债券、且赎回款额(包括直到有 关赎回日期、相关可转换债券所产 生的全部利息(如有者))已经向有关 债券持有人(或其代理人)支付;
- (c) 变为无效的可转换债券、或索偿权 按该等条件第10项已届诉讼时效的 可转换债券;
- (d) 被撕破或损毁的可转换债券、且有 关可转换债券已按该等条件第 3.6 项的规定交回,以换取替代的可转 换债券;
- (e) (纯粹为确定尚未偿还的可转换债券数目之目的,而无损可转换债券法律状况之任何其它目的)被指称已经遗失、或被摧毁的可转换债券、且就此已发行替代的可转换债券;或
- (f) 按该等条件第 7 项赎回、购买和注销的可转换债券。
- **"债券持有人名册"** 依据该等条件第 3.5 项而设立和备置的债券持有 人名册。

"该过户处" 本公司现时的香港股份过户登记分处、及任何股份过户登记分处。

- "登记日期" 具有该等条件第 5.5 项所赋予的意义。
- "受限制持有人" 债券持有人,而该持有人是香港以外的司法管辖 区之居民或国民,而按有关司法管辖区的法律、 法规,以下情况是无法合法地进行的(或者是无法 合法地进行的,除非本公司首先在有关公司法管 辖区采取若干行动):该持有人行使该转股权、或 本公司履行其在该契据或该等条件中说明由其承 担的义务、或该等转换股份的配发、发行和持有。
- "公司股东" 公司股份的持有人。
- **"公司股份"** 本公司每股面值港币 0.01 元的普通股股份,或由前述股份拆细、合并或重整而形成的股份(可属任

何一个或多个类别),而在该等股份之间,就本公司的股息或在清盘时(无论自愿抑或强制)或派付时的任何金额的享有,并无优先次序的分别。

"指定办事处" 在债券证书背页所列的本公司香港主要营业地 址、或根据该等条件第13项已通知债券持有人的 其它地址。

"香港联交所" 香港联合交易所有限公司。

- "附属公司" 应具有香港《公司条例》(香港法律第 32 章)所界 定该词语的意义。
- "税项" 指所有形式的税项,包括在香港及香港以外任何 地方区征收的税项,及由任何法定的、政府、国 家、省、地方或市任何权力机关收取或征收的, 并不论是就有关利润、收入、收益、销售、贸易、 知识产权、有形或无形资产或其它专项所收取或 征收的所有形式的利得税、利息税、增值税及印 花税及所有征款、税款、关税、收费、费用、扣 缴及预扣税,亦包括:(i)任何与税务有关的罚款、 利息或其它付款;和(ii)被剥夺或丧失的任何税负 减免、税收优惠、税项抵免、退税或财政返还等; 而"税"一词亦应作同样解释。
- 1.2 诠释: 该等条件所提及的:
 - (1) 费用、征费、酬金或支出,应包括在前述项目之上应缴的增值税、流 转税或其它类似税项;
 - (2) 由债权人为执行其权利而在香港以外的司法管辖区采取之行动、补救 措施或司法程序方法,应包括最接受香港法律的、在该等司法管辖区 可以采取的或适当的、由债权人为执行其权利而采取之行动、补救措 施或司法程序方法;
 - (3) 由超过一人所履行的义务或作出的陈述,应视为该等人士共同及各别 地履行或作出的;
 - (4) 单数词语包括复数的含义,反之亦然;
 - (5) 一个词性的词语,包括阳性、阳性及中性的含义,反之亦然;
 - (6) 「人」包括合伙企业及公司,反之亦然;

- (7) 任何日子中的时间,指香港时间;及
- (8) 任何法定规定或非法定规定(包括上市规则、香港会计准则和香港财务报告准则),应包括对该等规定的任何更改或重新制定、以及在有关规定(或经更改或重新制定之规定)之下颁布的法律文书、命令或法规。
- 1.3 标题: 在解释该等条件时,标题应不予理会。

2. 地位、形式、面值及所有权

- 2.1 地位:可转换债券构成本公司的直接、无条件、非递延和无担保的义务, 在可转换债券之间无论何时享有同等权益,并无任何优先位置。除非适用的法律另有规定,本公司在可转换债券之下的支付义务,无论何时,应 最起码与本公司现时和未来的无担保、非递延义务相同。
- 2.2 上市: 本公司不曾亦不会向香港联交所或其它证券交易所提出申请,把 可转换债券上市。
- 2.3 形式及面值:可转换债券是以记名方式发行的,可转换债券应以港币作为货币单位,每份可转换债券的本金面值应为港币一百万元(HK\$1,000,000)或其整数倍,除非因为可转换债券所附的该转股权行使的金额是小于港币一百万元(HK\$1,000,000)、或根据该等条件的规定而作出的调整、令致有关金额小于港币一百万元(HK\$1,000,000)。每一债券持有人就其全部登记持有的可转换债券,将获发一张债券证书。每一份可转换债券和每一张债券证书,均将以索引编号顺序排列、并记录在债券证书上、及记录在由本公司本身(或第三方代表本公司)维持和准备的债券持有人名册之中。
- 2.4 所有权:可转换债券的所有权,只会在债券持有人名册经变更登记后,方为正式转移。
- 3. 可转换债券的转让、债券证书的发出和债券持有人名册
- 3.1 转让、抵押
 - (1) 在遵守该等条件第 3.1(2)项、及必须在取得本公司的事前书面同意的前提下(而就有关同意,本公司不得无理或不合理否决),债券持有人可将可转换债券转让或抵押给其他人士,但每手转让应为港币一百万元(HK\$1,000,000)的整数(或代表全部可转换债券的较少金额)。转让发生效力,是当代表可转换债券的债券证书、连同已填妥和由出让人和受让人分别的授权执事人员(或其它获授权的人士)亲手签署的转让表格(其形式应与附加表格 I 相同或大致相同)交付到指定办事处。除非和直到债券持有人名册的相关内容已获登记,任何可转换债券的转让不曾、亦不得生效。

- (2)除非得到香港联交所的同意,否则可转换债券不得转让给本公司的 任何关连人士(按香港联交所规定定义)(若需要)。
- (3) 以下文件应连同债券证书交付到指定办事处:(i) 一张经适当签署的转让表格;(ii)倘任何转让表格是由公司经它的执事人员签署,授予前述人员签署权力的授权文件;及(iii)倘转让表格是由债券持有人以外的其它人士为债券持有人代签,如本公司合理地要求,其它证据(包括法律意见书)。受限于下述条款 3.1(4),在收到债券持有人提供的全部前述文件之日起 3 个营业日内,本公司应注销有关的债券证书,并向受让人发与原债券持有人(如为部分转让)出新的债券证券(如适用)。
- (4) 在转让可转换债券时,债券持有人应同时将股权质押契约及担保契约上的权利一并转让与受让人,与转让股权质押契约及担保契约上的权利有关的所有收费均由债券持有人或受让人各自承担。本公司并不对因股权质押契约及担保契约的转让可能引致的有关股权质押契约及担保契约的无效或失效负上任何责任。票据持有人或受让人需将已办理的有关转让股权质押契约及担保契约的权利相关法律文件副本寄送与本公司。如本公司尚未收到有关法律文件,本公司有权要求延迟注销有记有关的票据证书及新的票据证券,直至本公司收到有关法律文件。
- 3.2 新债券证书的交付

因转让而发行的新债券证书,应在本公司收到有关转让表格和所有该等条件第3.1(3)及(4)项述其它文件之日起3个营业日内,以挂号邮件或专人送 递方式(每种方式的风险均由享有有关可转换债券的债券持有人承担),

- 3.3 程序不另收费:由本公司本身(或通过第三方)办理的不另收取费用,但转 让交易的相关方须先缴纳(或(如本公司认为需要)先向本公司作出补偿承 诺)就有关转让交易而可能施加的任何税项或其它政府征费。
- 3.4 转让不予登记的期间:在可转换债券的任何本金或利息(如有者)到期支付日之前的7天内,债券持有人不得要求本公司办理可转换债券的转让登记。
- 3.5 债券持有人名册:本公司应本身(或应促使该过户处)在其不时决定的地点, 设立和准备一份完整的债券持有人名册,以记录可转换债券、它们的转让、 转换成股份、赎回、注销及销毁,以及因任何债券证书的撕破、损毁、遗 失、被窃或销毁而替代发行的全部替换债券证书,以及有关各个不时持有 可转换债券的债券持有人的足够身份证明数据(包括地址和授权签署人)。 本公司或该过户处应进一步促使债券持有人名册或其副本,可在合理时间 提供给各债券持有人查阅。
- 3.6 债券证书的替换:如任何债券证书遭到撕破、损毁、遗失、被窃或销毁, 该债券证书可于指定办事处替换,但替换要求人须支付因此而发生的费

用、向本公司提供本公司合理地要求的有关证据和补偿承诺、及支付一笔 由本公司决定的、金额不超过港币 50 元的手续费。 撕毁或破损的债券证 书,必须在替换证书发出前退交本公司。如债券证书遭到遗失或盗窃,作 为发出替换债券证书的前提条件,其持有人应向本公司签署一份补偿契 据,而其条款应为本公司合理地满意者。

4. <u>利息</u>

4.1 年息率及利息支付日期:可转换债券并无附带利息。

5. 转换成股份

- 5.1 该转股权
 - (1) 转股权利:除非该等条件另有规定,债券持有人有权在该转股期内任 何时间把可转换债券转换成公司股份。
 - (2) 最低转换额:在遵守和履行该等条件所载规定的前提下,在该转股期内的任何时间,债券持有人可按其意愿,行使附设于任何可转换债券的该转股权,惟有关金额应不少于港币一百万元 HK\$1,000,000)且为其整数倍数,除非当时债券持有人所持的可转换债券下的尚未偿还本金是少于港币一百万元(HK\$1,000,000)的,或债券持有人打算行使其所持可转换债券的全部(而并非部份)尚未偿还的本金是少于港币一百万元(HK\$1,000,000)的。
 - (3) 该等转换股份的数目:当任何可转换债券被转换成公司股份时,发行的公司股份数目,应等如(i)有关可转换债券的本金(或如打算转股的部份,是某一债券证书所代表的可转换债券的其中部份,则拟转换的相关本金),除以(ii)作为份母:在转股日期适用的转股价格。如同一债券持有人持有超过一份可转换债券,在转股时应发行的股份数目,应按拟转换成股份的可转换债券之累计本金总额计算。
 - (4) 要求偿还的权利的丧失:行使转股权的债券持有人在行使该转股权时,有关可转换债券所附的有关本金及利息(及溢额(如有者))之偿还权利,将在转股日期完全丧失和解除。
 - (5) 非整数的公司股份:在换股时发行的公司股份,不含分数,而就此亦 不会有任何现金调整。尽管之前所述,如在该发债日期之后,公司 股份因法律的适用或其它情况而行使合并或改组,因此引致任何该转 股权利行使时而配发的公司股份出现非整数、并且未被发行公司股份 对应的本金超过港币 50 元,本公司应将差额支付给有关的债券持有 人,支付方式应为香港银行发出的抬头人为债券持有人的本票。
- 5.2 该转股价格

转股价格: 就本可转换债券, 每股的转股价格为港币 0.74 元, 并应按该

等条件第 5.3 条调整。

- 5.3 转股价格的调整:
 - (1) 股本结构改变:倘在转股日期之前,本公司的股本结构已经发生改 变、并且已经生效(无论是源自利润或储备的资本化、供股或向公司 股份的持有人作出其它证券(包括任何可转换成股本的证券、或认股 证、或认购本公司任何股本的期权)要约,本公司股本的合并、拆细 或减少、或源自其它事项,不论方式),则本公司应在转股日期之前 委聘一家获认可专业人士,研究是否需因此对转股价格作出任何调 整,以公平及恰当地反映本公司和债券持有人之间的相对权益;如 获认可专业人士认为转股价格应予调整,本公司董事会应按获认可 专业人士书面确认为恰当的方式,对转股价格作出调整。前述调整 应适用于有关转股日期或其后的转股通知书。
 - (2) 其它规定:

(a) 倘令致(或可能令致)转股价格需作调整的事件,在短时间内发 生超过一宗,获认可专业人士诚实地认为前述规定的应用,须作出 任何更改以达到产生预计的商业效果,则有关更改应按获认可专业 人士(作为专家)的意见作出。

(b) 在以下情况,转股价格无须作出调整:(i)根据该转股权的行使 而配发或发行公司股份;或(ii)根据本公司采纳和通过的认股权计 划,向认股权计划下的参与者授予或发行的公司股份、期权或任何 可转换成本公司(或其任何附属公司)的任何股本的证券。

(c) 任何转股价格的调整不应涉及转股价格的增加,根据该等条件 第 5.9 项所述的公司股份合并除外。

- (3) 获认可专业人士的决定:如果对转股价格的调整是否恰当有任何怀疑、获认可专业人士发出的书面证书应属最终和具约束力的决定,除非存在明显或经证明的错误。
- (4) 删去尾数:倘在作出调整后的转股价格并非港币十分之一(1/10)分的 整数,则有关转股价格应以四舍五入方式调整至最近的十分之一 (1/10)分。如某次转股价格的调整是无需作出四舍五入的调整、或 有关转股价格已经作出四舍五入方式的调整,在其后的调整时,原 已删去的尾数不应再继续计算。
- (5) 不得折让发股:转股价格的减低,无论如何不得减至在可转换债券 被转换成公司股份时,令致公司股份的发行价格低于公司股份面值。
- (6) 获认可专业人士的选择:如该等条件的任何规定容许或要求由获认 可专业人士作出一项决定,本公司有权选择具国际信誉的商人银行

或拥有香港会计师公会认可的专业资格的会计师作出有关决定。除 非获认可专业人士按照(或表示按照)该等决定存在法律上的错误或 重大谬误,否则所有有关决定对本公司、所有债券持有人、以及所 有通过债券持有人求偿、或由债券持有人权利下作出求偿的人士), 是终局的、结论性的和具有约束力的。

- (7) 有关调整的通知:任何调整在作出后,在可能的情况下,有关通知 应尽快按该等条件第13项的规定送交债券持有人。
- 5.4 转股程序及相关规定
 - (1) 转股通知书: 倘拟行使任何可转换债券所附带的该转股权,有关债券 持有人必须填妥、签署转股通知书(一式两份),并在本公司的正常营 业时间自费把转股通知书(连同有关债券证书的正本)送达指定办事 处。转股通知书一经交付,不得撤回。
 - (2) 转股日期: 就任何该转股权的行使, 有关的可转换债券之转股日期, 应视为以下日期:
 - (a) 除非是在以下(b)分项所述的情况,有关可转换债券的证券证书 送还、和相关转股通知书(及(如适用者)就该转股权的行使而依据 该等条件有关金额支付和补偿承诺作出)交付之日的下一个营业 日;或
 - (b) 如前述送还和交付日期,是在本公司的股东名册的暂停过户期间,转股日期应该是前述期间过去后、本公司股东名册重开之日的下个营业日。
 - (3) 资本税等:因该转股权的行使而依据香港及/或开曼群岛法律(仅限于依据香港及/或开曼群岛的法律)产生的税项(包括本公司按照该契据而配发和发行的公司股份、因而在香港及开曼群岛需缴的任何税项、交易征费、或资本税或印花税、以及因转股而发生的公司股份上市),本公司应负责缴付。
 - (4) 证书的交付: 倘附带在可转换债券的该转股权获行使、且有关债券持 有人已向本公司交付转股通知书、和送交相关债券证书以及其它应付 金额后,在最短的可行期(无论如何不应多过转股日期起计算 21 天时 间)之内,本公司将会把债券持有人(或在转股通知书所列的有关中央 结算系统参与者)纪录在本公司的股东名册中,成为相应数目的公司 股份的股东,并将促使该过户处发出一张(或多张)有关公司股份的股 票、备置在指定办事处以供提取,或倘转股通知书列出有关要求,本 公司将会促使该过户处把有关股票(连同在转股或认购时应交付的任 何其它证券、财产或现金,以及其它依法为有关转让所需的其它转让 契据和其它文件(如有者)),邮寄给转股通知书所列的人士和地址; 惟

有关风险由有关债券持有人承担、及由收取有关股票的人士负责付费 (平邮除外)。

- 5.5 该等转换股份的优先次序:在该转股权行使时而获发公司股份的人士,将 自本公司的股东名册把有关人士列册为股东之日("登记日期"),成为相关 公司股份的、在纪录上的持有人。可转换债券被换股而发行的公司股份, 在各方面与在有关登记日期的已发行公司股份,享有同等权利,如同因换 股(或认购)而发行的公司股份,俨然在当天已经发行(但因适用法律的强制 条款所排除者除外)。除下列另有规定者外,可转换债券被换股而获发公 司股份的持有人不得享有任何早于登记日期前的权利。
- 5.6 受限制持有人:受限制持有人不得行使任何可转换债券所附的该转股权, 而债券持有人行使任何该转股权,当构成有关债券持有人向本公司作出以 下确认、陈述和保证,即:债券持有人并不是受限制持有人,及为令致债 券持有人合法和有效地行使该转股权、持有该转股权被行使时而获配发和 发行的该等转换股份、及本公司合法和有效地配发该等转换股份之目的, 需取得和遵守的所有必要的政府、监管机构或其它同意或批准、及其它程 序,均已取得和遵守。
- 5.7 债券持有人行使该转股权之限制:倘若债券持有人因行使该转股权而使公 众人士持有的本公司经发行该转换股份扩大后的已发行股本少于 25%(或 其它上市规则列明的最低公众人士持股量水平),债券持有人不得行使该 转股权。
- 5.8 行使该转股的债券持有人之守法: 在每次换股时,行使该转股权的债券 持有人,就该转股权的行使、及就该等转换股份向其配发和发行及由其持 有,必须遵守全部适用的外汇管制、财政及其它法律、法规(包括但不限 于债券持有人支付和履行其需要(或可能变得需要)支付的所有税项和履行 的责任)。
- 5.9 合并、吸收合并、新设合并:倘本公司与任何其它公司进行合并、吸收合并或新设合并(但不包括本公司在有关合并、吸收合并、新设合并后为继续独立存续的公司),或倘本公司出售或转让其全部(或接受全部)资产,本公司应按照该等条件第 13 项把有关事件告知债券持有人;除非法律另有限制,本公司将促使在完成有关合并、吸收合并或新设合并后的公司、或收购了有关资产的公司(按情况适用),签盖一份补充该契据的契据,以确保当时尚未偿还的可转换债券持有人,在可转换债券可行使的期间,继续享有把可转换债券转换成股份、其它证券及财产的权利,而有关股份、其它证券及/或财产数量和类别的计算基准,俨如在有关合并、吸收合并、新设合并、出售或转让发生的一刻前,有关可转换债券已被行使、因而获发有关数目的公司股份的持有人可收取的相关股份、其它证券及财产。此条该等条件第 5.9 项的以上规定,将同样适用于其后发生的合并、吸收合并、新设合并、出售或转让。
- 5.10 不管该等条件如何规定,债券持有人不得行使任何转股权,除非债券持有

人提供令行使转股权合理信纳的证据,证明该债券持有人及与其一致行动的人士(定义见收购守则)不会实益拥有本公司 30% 或以上于转股后即时的已发行的本公司的股份及/或本公司的投票权。

6. 支付款项

- 6.1 支付款项的方式:到期应付的本金或利息(如有者)应以转账方式存入 债券持有人的登记银行账户中,或如债券持有人并没有登记银行账户, 由本公司以挂号邮件方式,把可在香港的持牌银行取款的港币支票,邮 寄至债券持有人的登记地址;就本金只会在有关债券证书送还指定办事 处后方才支付。
- 6.2 登记银行帐户和地址: 就此项该等条件而言、债券持有人的登记银行账户,是指由债券持有人(或代表债券持有人)在香港银行开设的港币帐户, 其数据纪录在还款到期日的前一个营业日的营业时间结束时的债券持有人名册中; 而债券持有人的登记地址,是指同一时间列载在债券持有人 名册的地址。
- 6.3 财政法律:在各种情况下,所有款项的支付必须遵守全部适用的财政及 其它法律、法规,但并不妨碍该等条件第8项(税项)的规定。有关的支付 不应向债券持有人征收任何佣金或开支。
- 6.4 支付款项的指示:如任何款项是以转账方式转到任何登记银行账户,支 付款项的指示将在还款到期日(或如当天并非营业日,则在下一个营业日) 发出;或倘任何款项是以支票方式支付,有关支票将在还款到期日寄出; 而就本金将在有关债券证书送还指定办事处之日的下一个营业日发出或 寄出。

7. <u>赎回、购买及注销</u>

- 7.1 赎回
 - (A) 强制赎回

在以下情况,可转换债券可强制赎回:

在该等条件第9项所列的任何违约事项发生后的任何时间、除非债券 持有人已书面确实放弃追究有关违约事项,债券持有人有权发出书面 通知,要求本公司按照该等条件第7.1(B)项所计算赎回金额,把全部 (而并非部份)尚未偿还的可转换债券本金赎回,一旦前述书面通知发 出,则有关金额将变为需要到期归还、及需按该等条件第6项所述方 式支付,而归还日期该是前述书面通知发出之日起第30个营业日。

(B) 赎回金额

在该等条件第 7.1(A)及(C)项发生之情况下债券持有人应收的赎回金

额,应等于应赎回的、尚未偿还可转换债券的本金,加上在有关本金 上产生的利息(计算到所有应付金额已被支付为止),而赎回金额应按该等 条件第6项的规定在到期日支付。

(C) 部份强制赎回

倘本公司未能履行它在该等条件第 5.4(4)项下(除非是由于债券持有 人未有履行其在该等条件第 5.4(4)项下所述义务),有关发行、存取及 交付相关公司股份的数目(无论是由于有关数目超过本公司股东大会 的授权、本公司董事会批准的发行公司股份数目、或香港联交所上市 批准所所列的该等转换股份可以上市的最高数字),而在有关情况发 生后的 60 天仍未获得改正,则本公司应该把转股通知书中所要求的, 大过可发行公司股份数目以上的差额所对应的、尚未偿还可转换债券 本金赎回,而赎回金额应按该等条件第 7.1(B)项计算,在前述 60 天 宽限期过去后的第 5 个营业日按该等条件第 6 项所述方式,把应付金 额向债券持有人支付。

(D) 自愿提早赎回

从该发债日期开始,本公司可透过与债券持有人协商提前把可转换债券的全部或其中任何部份赎回。 如当时债券持有人是 2 名或以上, 本公司可任意选择其赎回对象,各债券持有人均不得异议。

- 7.2 购买:本公司或其任何附属公司,可以经债权持有人书面同意在任何时间 及不时向债券持有人购买可转换债券,而购买价格按本公司(或有关附属 公司)与相关债券持有人同意者。如购买以投标方式进行,本公司则应向 全部债券持有人作出邀请。
- 7.3 注销:全部经赎回或转换(无论自愿抑或强制)成股份、或由本公司或其任何附属公司购买的可转换债券,将会立刻被注销。全部经注销的可转换债券之债券证书应交给本公司(或本公司指定的第三方),而有关可转换债券 (及由任何附属公司购买的任何可转换债券)不得再次发行或再次出售。
- 7.4 债券证书视为交还:倘发生该等条件第7.1(A)或7.1(D)项的情况,则只要本公司已把该等转换股份配发给债券持有人(或(按情况适用)把债券持有人应收的相关赎回金额全部支付给债券持有人),债券持有人须在收到本公司发出的有关书面通知后的10个营业日内,把相关的债券证书交给本公司(或本公司指定的第三方)安排注销,即使债券持有人未把有关债券证书交回,亦应被视为在前述配发日(或支付日)已交给本公司,并经注销,本公司前述的书面通知、发出证明及有关配发(或支付)证明,将构成对债券持有人(或任何受让方、或拟受让方、或任何实际或企图或试图或计划通过债券持有人的名义或权利作出任何要求的人士)具有约束力的充份证明。
- **8.** <u>税项</u>

- 8.1 倘本公司按任何法律、规则、法规、就开曼群岛、香港或其它司法管辖区的(或位于当地的)税务机关(或代表该等机关)施加或征收的、任何现时或未来的税项、征费、课税或政府收费(无论性质,包括但不限于扣减或扣缴就债券持有人的整体业绩或收入之上计算征缴的税项、所得税、资本增值税)。本公司有权从本公司的应付本金、溢价(如有者)或利息中扣缴相关金额。如本公司须作出有关扣减或扣缴,本公司把前述经扣减或扣缴之后的款项净额支付给债券持有人,应视为已完全履行本公司支付有关款项的义务。
- 8.2 在该等条件所提及的本金、溢价(如有者)或利息中应该包括在此项该等条件下提及的应缴额外款额、及按该契据作出的、添加在有关款额的或取代有关款额的任何承诺或契诺。

9. <u>违约事项</u>

- 9.1 受限于以下该等条件第 9.2 项,倘发生下列任何一项(或多项)情况,任何 债券持有人可向本公司发出书面通知,表示可转换债券到期和需还款:
 - 股本不足:在不违反该等条件第 7.1(C)项的前提下,本公司的公司 股份数目,不足以令本公司履行它在可转换债券的转股时应履行的 义务;
 - (2) 其它违约:在该契据或可转换债券所载的任何本公司所承担的契 诺、条件或规定(但不包括任何可转换债券中,有关支付本金、溢 价(如有者)或利息(如有者)的契诺),本公司在履行或遵守方面发生 违反,而在任何债券持有人向本公司发出书面通知(载有违约事项 的简要数据、及对违约事项改正的要求)之日起计14天过去后,有 关违约事项不曾改正;
 - (3) 该股权转让协议的违反:该股权转让协议的任何条款遭到重大违反,包括其中所载陈述遭到违反,而在可转换债券发行和交付之前 是未曾得悉的;
 - (4) 本公司的解散及处置分配:任何决议获得通过、或任何命令经具职 权的法院颁布,有关本公司解散或清盘、或有关本公司处置其全部 (或接近全部)的资产,除非前述解散、清盘或处置分配,是因为、 或有关或随后立即进行任何合并、吸收合并、新设合并或改组的; 或
 - (5) 负担: 就本公司资产或生意的全部或任何重大部份,由负担的权利 人取得占有权、或由清算管理人接管; 或
 - (6) 扣押等: 倘就本公司财产的任何重大部份, 遭到扣押、没收或判决 前查封令的施加、执行或状告, 而在 30 天内未能解除。

9.2 根据该等条件第 9.1 项中的其中一项违约事项发生及本公司在收到债券 持有人发出的书面通知后,如该违约事项未在该书面通知之日起三十(30) 天内得到补救,或自该书面通知之日起持续超过三十(30)天,债券持有人 应(由债券持有人全权酌情决定):(i)声明可转换债券立即到期并应立 即偿还,方式是向本公司发出第二次书面通知,按适用的可转换债券尚 未偿还(的)的本金的赎回金额,以及截至及包括与可转换债券相关的偿还 日期或于可转换债券按上述该等条件赎回或偿还的日期计算的任何应计 利息;或(ii)按照该等条件第 5 项连同证书一起向本公司交付转股通知 书。

10. <u>失去权利时效</u>

任何有关本金,溢价(如有者)及利息的索偿,除非在以下日期或之前提出, 否则将失去索偿效力: 就本金,有关本金自还款到期日起计3年; 就利息 (如有者),有关利息自还款到期日起计3年。

11. <u>执行</u>

如任何可转换债券在到期应付及需要归还之后,仍未获得全数支付,债券 持有人按其意愿、无须向本公司再行发出任何通知,可直接向本公司采取 法律行动,以执行可转换债券本金归还和已产生的利息之支付义务。

12. 更改及放弃权利

- 12.1 更改及放弃权利:本契据或该等条件的更改,必须(1)经本公司的股东 大会通过或股东以书面通过对更改的批准(如上市规则要求);(2)以单 边契据方式,并经本公司签盖、及说明是对本契据或该等条件的补充进行; 且(3)经过香港联交所批准(除非该更改按照本契据或该等条件自动生 效),方为有效。
- 12.2 债券持有人的权益:本公司在行使其职能(包括但不限于进行任何建议更改或弃权的职能)时,应将所有债券持有人作为一个整体出发考虑,而不应考虑有关行使对某(些)债券持有人个别的影响。就前述行使对个别债券持有人产生的税务影响,本公司无须承担(而债券持有人均不得向本公司提出)有关影响的任何补偿、赔偿或付款要求。
- 13. <u>通知</u>
- 13.1 每一债券持有人应向本公司登记一个在香港或其它地区的地址,以便本公司向其发出通信;如债券持有人未向本公司提供有关地址,本公司可把有关通信,按后述方式发送至有关债券持有人的最后所知营业地址或住址,则视为送达;或如本公司不曾得悉任何有关地址,则本公司在其本身的注册地址和主要营业地址,以告示方式公示3天,亦视为送达。

- 13.2 任何通信,应以专人送递或预付邮资的平邮或挂号邮件(如属空邮,前提是 当地有此挂号空邮服务)方式发出。
- 13.3 如任何可转换债券是联名持有的,所有通信向在债券持有人名册中排名首位的债券持有人发出;而以前述方式发出的通信,应视为已向每一位联名债券持有人送达。
- 13.4 前述有关通知应在下述时间被视为送到或收到:
 - (1) 如在同一地区以平邮方式寄发,投寄当日后的2天;
 - (2) 如以空邮方式寄发,投寄当日后的4天;
 - (3) 如由专人送递,则在送达时;
 - (4) 如以在本公司本身注册地址或主要营业地址以告示方式公示,则在公示首天贴上告示的时间。
- 13.5 把有关通信送至(或寄往)债券持有人名册所列地址,将视为已有效送达。

14. 管辖法律及司法管辖权

- 14.1 管辖法律:可转换债券及本契据受香港法律管辖,并应按香港法律解释。
- 14.2 司法管辖权:对于本契据或可转换债券产生或有关的任何争议,香港法院 具有解决有关争议的司法管辖权,故此任何源于或有关本契据及/或可转 换债券而提起的法律行动或诉讼("该等诉讼"),可在香港法院提起。债券 持有人有权在其它具管辖权的司法区任何其它法院提起该等诉讼,而在某 一个(或多个)司法管辖区提起该等诉讼,并不排除该等诉讼在其它司法管 辖权区的提起(无论是否同时)。

可转换债券之该等条件的附加表格 I 转让表格

因价值的收取,以下签署人现向以下人士转让:

(请把受让人的姓名、名称以正楷或打印方式填上)

与此份债券证书发出有关的可转换债券本金港幣.....元,以及全部相关权利。

就经此份文件转让的可转换债券,如有任何款项需要支付,除非受让人另有指示、 应存入以下账户,而就该等条件第 6.2 项之目的而言,此账户即为受让人的登记 银行账户(直至另行通知为止):

银行名称 : 港币账户号码 : 开户人姓名、名称 :

:

就该等条件第13.1项之目的而言,以下地址即为受让人的登记地址(直至另行通 知为止):

受让人地址

日期:

转让人姓名

转让人签署

受让人签署

受让人姓名

转让人的见证人

受让人的见证人

备注:

(i) 债券持有人的代表,应说明他在签署时的身份、例如:董事。

(ii) 拟进行转让的人士的签名,应与相关登记持有人提供的授权签 署式样一样,或经认可银行、国际公证人、或按本公司或该过 户处要求的方式证明。

可转换债券的转让,受限于、且必须遵守可转换债券的条款及条件中所载的该等条件第3项(包括但不限于必须事先取得本公司的事前书面同意)。

26

可转换债券之该等条件的附加表格 II

转股通知书

(需签署及送交本公司,以行使此份债券证书所代表的该转股权)(备注(i))

致:中发展控股有限公司("本公司")

以下签署人士,是此份债券证书所代表的可转换债券的已经适当地登记之持有 人:

(1) 现选择在_____月____日(备注(ii)(即转股日期)行使该转股权,而转股 金额为港币______元/此份证明书所代表的全部本金(备注(iii)), 并以转股价格把前述金额转换成本公司资本中的有关数目的公司股份,并同意按 照本公司的组织大纲及章程,接受该批公司股份;

(2) 现要求:

(a) 向本公司债券持有人名册所载的、此份债券证书所代表的债券持有人发行有 关数目的公司股份,而代表有关公司股份的股票应交付到下列中央结算系统(由 香港中央结算有限公司运作)参与者的地址:

指定中央结算系统参与者编号:

指定中央结算系统参与者联络人姓名:

指定中央结算系统参与者联络电话号码及传真号码:

向指定中央结算系统参与者交付股票的地址(备注(iv)):

(b) 就此份债券证书所代表的可转换债券下任何尚未偿还的本金之余额(如有者) 而发出的记名债券证书,向本公司债券持有人名册所载的,此份债券证书所代表 的债券持有人发行,而有关余额(如有者)的债券证书,应以邮寄方式寄给有关债 券持有人的地址(邮误风险由债券持有人承担)、或(在联名持有的情况下)寄给在 债券持有人名册中排名首位的债券持有人(备注(v));或

(3) 现要求向本公司债券持有人名册所载的、此份债券证书所代表的债券持 有人发行有关数目的公司股份,而有关股票连同(如适用者)以上第(2)(b)段所述的 余额债券证书备置在指定办事处,供债券持有人或其代表亲身提取(备注(v))。

日期:.....日

签署(备注(vi)及(vii))

(1) (2)

(3) (4)

备注:

(i) 此份债券证书所代表的该转股权行使,可与其它该转股权合并行使,但应 使用就此目的而准备的合并转股通知书,其副本可在指定办事处取得。

(ii) 转股日期,应该是有关债券证书送还及转股通知书交付的日期。

(iii) 倘此份债券证书所代表的可转换债券只是部份行使,此份转股通知书第(1) 段的金额,必须是港币100万元或其整倍倍数,惟需遵守该等条件第5.1(2)项。 如该段并未填上金额,则该转股权将视为把此份债券证书所代表的本金总额全部 行使。

(iv)填上的地址,必须是位于香港的地址。如未把地址列出,除非债券持有人选择亲身领取,有关公司股份的股票(连同(如适用者)以及余额债券证书),将以邮寄方式寄给有关债券持有人持有人名册所记录的地址(邮误风险由债券持有人承担)。

(v) 请把不适用者删去。

(v) 如属联名持有,所有联名持有人均必须签署。

(vi) 按照该等条件,此份债券证书所代表的任何该转让股权被行使时,将构成:

(a) 由债券持有人向本公司作出的一项陈述及保证,即债券持有人并非受限制持有人;及

(b)除非行使该转股权的债券持有人得到本公司确认,否则可转换债券、以 及从可转换债券而转换而成的公司股份不得转让。

(viii) 在行使此份债券证书所代表的该转股权时,行使该转股权的债券持有人, 就该转股的行使、及就该等转换股份向其配发和发行及由其持有,必须确保所有 适用的外汇管制、财政及其它法律、法规获得遵守。

28

签署

由中发展控股有限公司盖上钢 印,并由其 董 事)
在以下人士面前签署))

成都华汉能源有限公司 35%股权转让第二补充协议

本第二补充协议由以下各方于 2024 年 6 月 12 日订立

立约方:

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- (1) 张兵,(中国身份证号码: 511002197105130617),其地址是中国成都市高 新区万象南路 350 号 12 栋 1 单元 10 楼 1002 号 (「出售方」);
- (2) 海南华港新能源开发有限公司,一家于中华人民共和国注册成立的有限责任公司,其地址是中国海南省洋浦经济开发区新英湾区保税港区2 号办公楼 E181 室(「购买方」);及
- (3) 成都华汉能源有限公司,一家于中国注册成立的有限责任公司,其注册地 址是中国(四川)自由贸易试验区天府新区万安街道麓山大道二段1201号 12栋9层903号附2号(「目标公司」)

(各方指本第二补充协议任何一方,而买卖双方指购买方及出售方)

鉴于:

- A. 立约方已经于 2022 年 8 月 19 日签署成都华汉能源有限公司 35%股权转让协议(下称"原协议"),并于 2022 年 11 月 15 日签署成都华汉能源有限公司 35%股权转让补充协议(下称"补充协议")。
- B. 目标公司于 2024 年 4 月 30 日向上市公司(定义如原协议中所述,即中发展控股有限公司)发出书面通知,说明合营公司(定义如原协议中所述,即安徽华港博臣新能源有限公司)可能无法于原定的 2024 年 6 月 30 日前取得原协议中所述的《燃气经营许可证》;合营公司预计可最早于 2025 年 3 月 31 日,但不晚于 2025 年 11 月 30 日取得《燃气经营许可证》。

现立约方根据《中华人民共和国民法典》、《中华人民共和国公司法》等法律法规的规定,本着诚实守信、平等自愿、互利互惠等原则,一致达成如下补充约定:

- 一、出售方及购买方在交割日后的权利及责任修正
- 1.1 立约方同意原协议中的第9.3条(即补充协议中的第2.1条)应修正为[9.3 如合营公司无法在2025年11月30日或之前获得《燃气经营许可证》, 立约方同意债券将在2025年12月1日自动取消,购买方必须在2025年12月6日或之前无偿将目标公司的股份转让予出售方,出售方亦必须在2025年12月6日或之前无偿将债券交还予购买方。如届时任何一方因政府防疫措施遭强制扣留/检疫/强制隔离而导致无法在2025年11月30日或之前获得《燃气经营许可证》,上述期限将因应受影响的日数自动顺延。」

- 1.2 立约方同意原协议中第9条应加上第9.4条如下:
 - 「9.4 以下先决条件应于合营公司获得《燃气经营许可证》时已获得满足 (或,如适用者,获购买方书面同意豁免):
 - (a) 自本协议签订之日直至合营公司获得《燃气经营许可证》期间的任何 时候,本协议项下的保证均继续保持真实、准确、未有任何重大误导、 亦未曾遭到违反、亦不曾发生任何事件或情况导致出现任何重大不利 转变;
 - (b) 该等出售方及目标公司于收购事项交易文件中作出之声明及保证于 所有方面维持真实及准确,且不具误导成份;
 - (c) 概无接获任何政府部门就该等出售方或目标公司及合营公司作出之 要求或就该等出售方或目标公司及合营公司向任何政府部门作出任 何要求,而有关要求可能限制收购事项或可能对收购事项构成任何重 大不利影响;
 - (d) 目标公司概无面临仲裁、行政法律程序或争议调解,而其裁决可能对 该等出售方、目标公司或收购事项构成重大不利影响;
 - (e) 出售方已取得该等出售方及目标公司就收购事项须取得之所有必要 内部同意及批准;及
 - (f) 上市公司的表决权超过百分之五十的股东依照其组织章程和上市规则的规定通过书面决议或在上市公司的股东大会中通过决议,批准原协议、补充协议、第二补充协议及债券的配发及发行和其预期的各项交易。」
- 1.3 为免生疑虑, 立约方同意原协议中第9条, 特别是第9.1(h)条, 根据原协议中第9.2条及第15条, 持续生效。
- 二、其他条款

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- 2.1 本第二补充协议为原协议及补充协议不可缺少的一部分,本第二补充协议 与原协议及补充协议具有同等法律效力。
- 2.2 除本第二补充协议所载变更及为令原协议及补充协议与本第二补充协议保持一致而所作任何其它必要更改(如有)外,原协议及补充协议应保持具有全部效力及作用,原协议及补充协议中的其他条款不变及维持有效且对原协议及补充协议各方具约束力,原协议及补充协议各方亦同意根据有关条款执行原协议,除非各方一致同意进行变更。

2.3本第二补充协议一式叁份,立约方各执一份,具有同等法律效力。

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2.4 本第二补充协议自立约方签字盖章之日起生效。
 本第二补充协议已于开首日期由本协议各方签署,以资证明。

张兵 签署 444~ 见证人: 1953



في

由 代表 成都华汉能源有限公司 杨兵 签署 见证人:



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STRICTLY PRIVATE & CONFIDENTIAL

3 July 2024

Central Development Holdings Limited Room 2202, 22/F. Chinachem Century Tower 178 Gloucester Road Wanchai Hong Kong

Dear Sir / Madam,

MATERIAL VARIATION OF THE TERMS OF DISCLOSEABLE AND CONNECTED TRANSACTION

We hereby consent and confirm that we have not withdrawn our consent to the issue by Central Development Holdings Limited of the circular (the "Circular") dated 3 July 2024 in respect of the captioned matter with the inclusion therein of our letter dated 3 July 2024 and the references to our name and our letter in the form and context in which they appear.

We further consent to this letter being made available for public display as described in the section headed "13. DOCUMENTS ON DISPLAY" in Appendix I to the Circular.

Except as stated above, our said letter is not to be quoted or referred to, in whole or in part, nor shall our said letter or this consent letter be used for any other purpose, without our prior written consent.

Yours faithfully, For and on behalf of Gram Capital Limited

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Graham Lam Managing Director

CENTRAL DEVELOPMENT HOLDINGS LIMITED 中發展控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 475)

Executive Directors: Mr. Wu Hao (Chairman) Mr. Hu Yangjun Mr. Chan Wing Yuen, Hubert (Chief Executive) Mr. Zhang Bing

Non-Executive Director: Mr. Li Wei Qi, Jacky

Independent non-executive Directors: Mr. Jin Qingjun Ms. Sun Ivy Connie Ms. Zhong Yingjie, Christina Registered office: Cricket Square Hutchins Drive P.O. Box 2681 Grand Cayman KY1-1111 Cayman Islands

Principal Place of Business in the Hong Kong:
Room 2202, 22/F.
Chinachem Century Tower
178 Gloucester Road
Wanchai
Hong Kong

3 July 2024

To the Shareholders

Dear Sir and Madam,

MATERIAL VARIATION OF THE TERMS OF DISCLOSEABLE AND CONNECTED TRANSACTION INVOLVING THE ISSUE OF CONVERTIBLE BONDS UNDER GENERAL MANDATE IN RELATION TO THE ACQUISITION OF 35% EQUITY INTEREST IN THE TARGET COMPANY

INTRODUCTION

References are made to the announcements of the Company dated 19 August 2022, 15 November 2022 and 5 December 2022 (the "Announcements") respectively in relation to the acquisition of 35% equity interest in the Target Company (the "Acquisition") and the issue of Convertible Bonds under the General Mandate. The Acquisition was completed on 5 December 2022.

Reference is also made to the announcement of the Company dated 12 June 2024. The Target Company has advised the Company that the JV Company cannot obtain the Gas Business License by the deadline of 30 June 2024, as originally stated in the First Supplemental Agreement, and anticipates that the JV Company can only obtain the Gas Business License on or before 30 November 2025. On 12 June 2024, the Purchaser (after trading hours) entered into the Second Supplemental Agreement with the Vendor and the Target Company, in order to, among others, amend the post-completion obligations of the

Acquisition. Under the Second Supplemental Agreement, if the JV Company cannot obtain the Gas Business License on or before 30 November 2025, the Convertible Bonds will be automatically cancelled on 1 December 2025, the Company will re-transfer the shares of the Target Company to the Vendor and the Vendor will return the Convertible Bonds to the Company for nil consideration on or before 6 December 2025.

The purpose of this circular is to provide you with, among other things:

- (i) the particulars of the Second Supplemental Agreement and the variation contemplated thereunder;
- (ii) a letter from the Independent Board Committee with its recommendation to the Shareholders regarding the Second Supplemental Agreement and the variation contemplated thereunder;
- (iii) a letter from Gram Capital to the Independent Board Committee and the Shareholders; and
- (iv) other information as required under the Listing Rules.

THE SECOND SUPPLEMENTAL AGREEMENT

Date: 12 June 2024 (after trading hours)

Parties:

Purchaser:	Hainan Huagang New Energy Development Co., Ltd.
Vendor:	Mr. Zhang Bing

Target Company: Chengdu Huahan Energy Co., Ltd.

Consideration

The Acquisition was completed on 5 December 2022. The consideration of HK\$52,000,000 for the sale and purchase of the Sale Shares was settled by the Company allotting and issuing the Convertible Bonds to the Vendor on 5 December 2022. The Convertible Bonds have not been converted as they are subject to the condition that no transfer and/or assignment of Convertible Bonds shall take place before JV Company obtains the Gas Business License.

Post-completion obligations of the Acquisition

The Target Company has advised the Company that the JV Company cannot obtain the Gas Business License by the deadline of 30 June 2024, as originally stated in the First Supplemental Agreement, and anticipates that the JV Company can only obtain the Gas Business License on or before 30 November 2025. The Second Supplemental Agreement amends the Agreements accordingly. If the JV Company cannot obtain the Gas Business License on or before 30 November 2025, the Convertible Bonds will be automatically cancelled on 1 December 2025, the Company will transfer the shares of the Target Company to the Vendor and the Vendor will return the Convertible Bonds to the Company for nil consideration on or before 6 December 2025.

The Company continues to monitor the progress of the JV Company in obtaining the Gas Business License after the Acquisition.

TERMS OF CONVERTIBLE BONDS

The terms of the Convertible Bonds have been negotiated on an arm's length basis and the principal terms of which are summarised below:

Issuer

The Company

Principal terms of the Convertible Bonds

Principal amount	:	HK\$52,000,000
Issue price	:	HK\$0.74
Maturity date	:	the date falling on the 3rd anniversary of the date of issuance of the Convertible Bond
Interest rate	:	Nil
Conversion rights	:	the Bondholder will have the right to convert the whole or part of the principal amount of the Convertible Bond (in integral multiple of HK\$1 million or such lesser amount representing the entire outstanding principal amount of the Convertible Bond) into Conversion Shares at any time and from time to time, during the date of the issuance of the Convertible Bond up to the close of business on the date falling 5 business days prior to the Maturity Date, provided that such conversion would not render Shares in the public hands being less than the minimum public float defined under Rule 8.08 of the Listing Rules or other relevant requirements under the Listing Rules and the Bondholder shall not exercise any conversion right unless it provides evidence to the reasonable satisfaction of exercising the conversion right that the Bondholder and persons acting in concert with it (as defined in the Takeovers Code) will not beneficially own 30% or more of the issued shares and/or or voting rights of the Company immediately after the conversion and/or trigger any mandatory general offer obligations under the Takeovers Code.

Conversion Price	:	the initial Conversion Price is HK\$0.74 per Conversion Share (subject to adjustment) and represents:
		 (i) equal to the closing price of HK\$0.74 per Share as quoted on the Stock Exchange on 19 August 2022, being the date of the Agreement;
		 (ii) a premium of approximately 0.82% over the average closing price of HK\$0.734 per Share as quoted on the Stock Exchange for the last 5 consecutive trading days immediately preceding the date of the Agreement; and
		 (iii) a discount of approximately 0.27% over the average closing price of HK\$0.742 per Share as quoted on the Stock Exchange for the last 10 trading days immediately preceding the date of the Agreement.
		The Conversion Price was determined by the Vendor and the Company on an arm's length basis with reference to the current market price of the Shares as shown above.
		The Board considers that the Conversion Price is fair and reasonable.
		The net Conversion Price, after deduction of relevant cost and expenses, is approximately HK\$0.726, assuming that 70,270,270 Conversion Shares are issued at the conversion price of HK\$0.74.
Adjustment to Conversion	:	the Conversion Price will be subject to adjustment for Price events which may have a diluting effect on the share capital of the Company or change the capital structure of the Company, such as consolidation, subdivision or reclassification of Shares, capitalisation of profits and reserves, rights issue of Shares or options over Shares.
Redemption of the Convertible Bonds by the Company	:	unless previously converted, purchased and cancelled, the Company shall pay the outstanding principal amount under the Convertible Bonds by cash on the Maturity Date, the Company may redeem the Convertible Bonds at any time and from time to time before the Maturity Date upon mutual agreement with the Vendor.

Transferability	:	subject to all applicable laws and regulations and prior notification to the Company, the Convertible Bonds may be assigned or transferred in whole or in part of its principal amount outstanding (in integral multiple of HK\$1 million or such lesser amount representing the entire outstanding principal amount of the Convertible Bonds) to independent third parties, other than the connected person(s) of the Company.
Voting rights	:	a Bondholder will not be entitled to receive notice of, attend or vote at any general meetings of the Company by reason only of it being a Bondholder.
Listing	:	the Company will apply to the Stock Exchange for the listing of and permission to deal in the Conversion Shares to be allotted and issued upon exercise of the conversion rights attached to the Convertible Bonds, the Conversion Shares shall be allotted and issued under the General Mandate.
		No application will be made by the Company for the listing of the Convertible Bonds.
		No restriction applies to any subsequent sale of the Conversion Shares.
Ranking of the Conversion Shares	:	the Conversion Shares, when allotted and issued, will rank pari passu in all respects with all other existing Shares outstanding at the date of such allotment and issuance and be entitled to all dividends and other distributions the record date of which falls on a date on or after the date of such allotment and issuance.
Ranking of the Convertible Bonds	:	the obligations of the Company arising under the Convertible Bonds constitute direct, unconditional, unsubordinated and unsecured obligations of the Company and rank and shall at all times rank pari passu in all respects among themselves and pari passu with all other present and future unsecured and unsubordinated obligations of the Company except for obligations accorded preference by mandatory provisions of applicable law.
Events of default	: .	after the occurrence of an event of default as specified in the terms and conditions of the Convertible Bonds, any Bondholder may give notice to the Company that the Convertible Bonds is immediately due and payable.

The Conversion Shares

Based on the initial Conversion Price of HK\$0.74 per Conversion Share (subject to adjustment) and assuming full conversion of the Convertible Bonds, the Convertible Bonds in the aggregate principal amount of HK\$52,000,000 will be convertible into 70,270,270 Conversion Shares, representing:

- (a) approximately 18.13% of the issued share capital of the Company as at the date of the Agreement;
- (b) approximately 15.35% of the issued share capital of the Company as enlarged by the issuance of the Conversion Shares upon full conversion of the Convertible Bonds; and
- (c) the aggregate nominal value of HK\$702,703.

A written approval has been obtained by the Company pursuant to Rule 14A.37 of the Listing Rules, among other things, for the allotment and issuance of the Conversion Shares under the General Mandate.

REASONS FOR AND BENEFITS OF ENTERING INTO THE SECOND SUPPLEMENTAL AGREEMENT

The PRC legal adviser (the "**PRC Legal Adviser**") appointed by the Purchaser provided in its legal opinion (the "Legal Opinion") on 25 June 2024 that the obtaining of the four certificate and permits which are the prerequisites for applying for the Gas Business License, namely 1) the land certificate, 2) the construction land planning permit, 3) the construction project planning permit, and 4) the construction permit, were delayed for the following reasons respectively:

Certificate/Permit	Reason for the delay	Current status
Land certificate	Refusal of relocation by the local residents	Obtained on 12 October 2023
Construction land planning permit	Delay in obtaining the land certificate	Obtained on 25 October 2023
Construction project planning permit	Same as above	Obtained on 29 April 2024
Construction permit (the "Construction Permit for Main Natural Gas Gateway")	Delay in obtaining the construction land planning permit and the construction project planning permit	Pending

The delay in obtaining the above four certificate and permits was unforeseeable mainly because the prolonged governmental/administrative procedures involved were not controllable by the JV Company. As of the date of the Legal Opinion, the Company has not yet applied for the Gas Business License. However, the PRC Legal Adviser opines that as no more obstacle in relation to the governmental/ administrative approval exists, there will be no legal impairment obstructing the JV Company from obtaining the Gas Business License provided no illegality exists in the process of the application therefor. Accordingly, the Board is of the view that the interest of the Company and its shareholders will not be prejudiced by the Second Supplemental Agreement.

The JV Company is preparing for construction of a main natural gas gateway for obtaining natural gas from supplier(s) (the "Main Natural Gas Gateway"), and will (i) commence construction of the Main Natural Gas Gateway after obtaining the Construction Permit for Main Natural Gas Gateway and expects to complete construction of the Main Natural Gas Gateway with all other necessary facilities by December 2024; (ii) commence trial operation for three to six months thereafter; and (iii) apply for the Gas Business License after completion of the aforesaid trial operation.

The Vendor further assures that the conditions for applying for the Gas Business License will be met, various procedures and materials have been approved by the PRC government and the PRC government must grant the Gas Business License if the trial operation after obtaining the Gas Business License is normal. The Vendor has operated the gas business for over 25 years without any material accidents, and the current shareholders of the JV Company have considerable strength and experience in the gas industry. The Board is of the view that the Vendor has provided sufficient assurance on obtaining the Gas Business License by the JV Company.

The Board considers that the terms and conditions of the Second Supplemental Agreement are on normal commercial terms and are fair and reasonable and the Second Supplemental Agreement is in the interests of the Group, the Company and the Shareholders as a whole.

The details of the reasons for and benefits of entering into the Acquisition have already been stated in the announcements dated 19 August 2022, 15 November 2022 and 5 December 2022 and the circular dated 18 November 2022.

INFORMATION OF THE TARGET COMPANY, THE JV COMPANY AND THEIR BUSINESSES

The Target Company, the JV Company and their businesses

The Target Company is principally engaged in investment holding. The Target Company is the beneficial owner of 50% of the entire registered and paid up capital of the JV Company. The JV Company is principally engaged in the construction and operation of natural gas pipeline networks, the operation and maintenance of pipeline corridors, provision of residential heating, and the procurement, transportation and sale of natural gas in Mengcheng County, Anhui Province, the PRC. In 2019, the JV Company entered into a licensing agreement with the Housing and Urban-Rural Development Bureau of Mengcheng County, under which the JV Company was granted a 30-year license to supply heat and steam (except natural gas) to industrial, commercial and corporate entities and urban residents in the county planning area of Mengcheng County. The JV Company is constructing two distributed energy stations, four 20-tonne gas-fired steam boilers, two natural gas gateways and approximately 7 kilometres of heat supply network. As at the date of the Second Supplemental Agreement, the JV Company has not commenced sales.

The Target Company has no business operation since its incorporation in January 2021 other than holding 50% of the equity interest in the JV Company since November 2021. The registered capital of the Target Company is RMB60.0 million (equivalent to approximately HK\$69.8 million). The JV Company will be treated as investment in joint venture in the book of the Target Company and the results of JV company will not be consolidated into the financial statements of the Target Company. A summary of the financial information of the JV Company derived from the unaudited financial information for the year ended 31 March 2024 and 31 March 2023 prepared in accordance with the generally accepted accounting principles in the PRC are as follows:

	Year ended 31 March 2023 '000	Year ended 31 March 2024 '000
	(unaudited)	(unaudited)
Net loss before taxation	RMB(1,654) (equivalent to approximately HK\$(1,895))	RMB(2,212) (equivalent to approximately HK\$(2,436))
Net loss after taxation	RMB(1,654) (equivalent to approximately HK\$(1,895))	RMB(2,212) (equivalent to approximately HK\$(2,436))
Net asset value	RMB34,206 (equivalent to approximately HK\$39,074)	RMB31,994 (equivalent to approximately HK\$35,296)

A summary of the financial information of the Target Company derived from the unaudited financial information for the years ended 31 March 2024 and 31 March 2023 prepared in accordance with the generally accepted accounting principles in the PRC are as follows:

	Year ended 31 March 2023	Year ended 31 March 2024
	'000	'000
	(unaudited)	(unaudited)
Net loss before taxation	RMB(1,356)	RMB(980)
	(equivalent to	(equivalent to
	approximately	approximately
	HK\$(1,554))	HK\$(1,079))

	Year ended 31 March 2023 '000 (unaudited)	Year ended 31 March 2024 '000 (unaudited)
Net loss after taxation	RMB(1,356) (equivalent to approximately HK\$(1,554))	RMB(980) (equivalent to approximately HK\$(1,079))
Net asset value	RMB17,880 (equivalent to approximately HK\$20,424)	RMB16,900 (equivalent to approximately HK\$18,644)

The original investment costs of 35% equity interest in the Target Company by the Vendor were approximately in the amount of RMB7.0 million (equivalent to approximately HK\$8.1 million).

The Target Company has incorporated in January 2021 and acquired the 50% of the equity interest in the JV Company in November 2021. The considerations involved is RMB20.0 million (equivalent to approximately HK\$23.3 million) being the original acquisition costs of 50% equity interest in the JV Company by the Target Company.

Prior to the acquisition by the Target Company, one of the 50% equity-interest owner of the JV Company unilaterally terminated the capital investment which led to the JV Company under pressures to settle the outstanding expenses and payment to the contractors.

The Vendor has over 25 years of experience in the energy industry and have a strong network connection with people of the same industry. The Vendor has acquaintance with the owners of the JV Company and was approached by them for cooperation during the shortage of funds of the JV Company for consideration of RMB20.0 million (equivalent to approximately HK\$23.3 million), including RMB6.0 million paid to the former 50% equity-interest owner and RMB14.0 million further capital injection to the JV Company. The consideration of RMB20.0 million (equivalent to approximately HK\$23.3 million) was not assessed based on any fair market valuation but it is an appropriate amount for investment during the shortage of funds of the JV Company. With the capital injection provided by the Target Company in November 2021, the JV Company resumes normal operation and the cash flow forecast as prepared by the management of the JV Company and the Vendor for valuation, indicates that the valuation result of the Target Company is HK\$52 million (rounded).

After completion of the Second Supplemental Agreement, the Target Company and JV Company will not be treated as subsidiaries of the Group and their results will not be consolidated into the consolidated financial statements of the Group.

GENERAL INFORMATION OF THE PARTIES

The Company, the Purchaser and the Group

The Company is an exempted company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Main Board of the Stock Exchange. The Purchaser is an indirect wholly-owned subsidiary of the Company through Beijing Jianxinyuan Trading Company Limited (北京 建新源貿易有限公司) and incorporated in the PRC with limited liability. The Purchaser is principally engaged in investment holding. The Group is principally engaged in energy and jewelry business in the PRC and Hong Kong.

Information of the Vendor

The Vendor is (i) a Director of the Company; (ii) the ultimate beneficial owner of 49% of the equity interest in Chengdu Kaibangyuan through Sichuan Huahan which is wholly owned by Zhongtouhongsheng, the entire equity interest in which is owned by the Vendor, is a substantial shareholder of the Chengdu Kaibangyuan, an indirect non-wholly owned subsidiary of the Company; and (iii) the ultimate beneficial owner of 65% of the equity interest in the Target Company of which the Company has a 35% equity interest. Hence, the Vendor is a connected person both at the Company and at the subsidiary level under the Listing Rules. The Board understands that there is no agreement, arrangement, understanding or undertaking, whether formal or informal and whether express or implied between (i) the Vendor and its connected person(s) and (ii) Resources Rich and its connected persons(s) other than the Agreements.

Based on the information provided by the Vendor, the Vendor is a merchant and has worked in the energy industry for over 25 years.

Information of shareholder of the remaining 50% interest in the JV Company and its ultimate beneficial owner(s)

The JV Company is owned as to 50% by Huagang Gas Group Co., Ltd whose principal business activities include pipeline gas (natural gas) and bottled gas (liquefied petroleum gas). Huagang Gas Group Co., Ltd is owned as to 51% by Kunlun Energy Company Limited, a company listed on the main board of The Stock Exchange of Hong Kong Limited (stock code: 00135.HK) and 49% by Hebei Huayou Collective Assets Investment Management Centre whose principal business activities include managing and operating the collective assets of its parent company, North China Petroleum Administration Co., Ltd is wholly owned by China National Petroleum Corporation who is wholly owned by State-owned Assets Supervision and Administration Commission of the State Council.

EQUITY FUND RAISING ACTIVITIES IN THE PAST 12 MONTHS

The Company had not carried out any equity fund raising activities in the 12 months immediately preceding the Latest Practicable Date.

FINANCIAL EFFECTS OF THE SECOND SUPPLEMENTAL AGREEMENT

Since the Acquisition was completed in 5 December 2022, entering into the Second Supplemental Agreement would have no impact on the Company's liabilities. The Target Company and the JV Company would not become the subsidiaries of the Company and the financial results, assets and liabilities of the Target Company and the JV Company would not be consolidated into the Group's consolidated financial statements.

LISTING RULES IMPLICATIONS

Discloseable Transaction

As one or more of the applicable percentage ratios (as defined under the Listing Rules) in respect of the Acquisition was more than 5% but less than 25%, the Acquisition constituted a discloseable transaction of the Group under Chapter 14 of the Listing Rules.

Connected Transaction

As at the Latest Practicable Date, the Vendor, is (i) a Director of the Company; (ii) the ultimate beneficial owner of 49% of the equity interest in Chengdu Kaibangyuan through Sichuan Huahan which is wholly owned by Zhongtouhongsheng, the entire equity interest in which is owned by the Vendor, is a substantial shareholder of the Chengdu Kaibangyuan, an indirect non-wholly owned subsidiary of the Company; and (iii) the ultimate beneficial owner of 65% of the equity interest in the Target Company of which the Company has a 35% equity interest. Hence, the Vendor is a connected person both at the Company and at the subsidiary level under the Listing Rules, and the Acquisition constituted a connected transaction of the Group under Chapter 14A of the Listing Rules. The Acquisition and the issue of Convertible Bonds as Consideration, but for Rule 14A.37 of the Listing Rules, were subject to the reporting, announcement and the independent shareholders' approval requirements under Chapter 14 and Chapter 14A of the Listing Rules. The Second Supplemental Agreement constitutes a material variation of the terms of the Acquisition and therefore are subject to the same reporting, announcement and the independent shareholders' approval requirements and the Listing Rules.

The Company has applied for, and on 12 June 2024, the Stock Exchange has granted, a waiver from the requirement for the Company to convene a general meeting under Rule 14A.37 of the Listing Rules on the basis that: (i) to the best of the Directors' knowledge, information and belief having made all reasonable enquiries, no Shareholder had a material interest in the Acquisition and the Second Supplemental Agreement, and no Shareholder would be required to abstain from voting if the general meeting of the Company was convened to approve the Second Supplemental Agreement; and (ii) written approvals by Resources Rich which is directly interested in 204,718,000 Shares and such Shares constituted approximately 52.82% of the total number of Shares as at the Latest Practicable Date, had been obtained by the Company for the Second Supplemental Agreement in lieu of convening a general meeting. The written shareholder's approval by Resources Rich in relation to the Second Supplemental Agreement has already been obtained on 12 June 2024.

Mr. Zhang Bing is a Director of the Company. He does not hold any Share in the Company, and therefore cannot exercise any shareholder's vote on the Second Supplemental Agreement but has abstained from voting on the relevant board resolution. None of the other Directors has a material interest in the Second Supplemental Agreement and the variation contemplated thereunder and therefore none of the other Directors was required to abstain from voting on the relevant board resolutions in respect of approving the Second Supplemental Agreement.

INDEPENDENT BOARD COMMITTEE AND GRAM CAPITAL

The Independent Board Committee comprising Mr. Jin Qingjun, Ms. Sun Ivy Connie and Ms. Zhong Yingjie, Christina, all being independent non-executive Directors, has been formed to give advice to the Shareholders as to whether the transaction contemplated under the Second Supplemental Agreement are on normal commercial terms which are fair and reasonable so far as the Shareholders are concerned and are in the interests of the Company and the Shareholders as a whole, taking into consideration of the advice to be given by Gram Capital.

Gram Capital has been appointed as the Independent Financial Adviser to advise the Independent Board Committee and the Shareholders in respect of the Second Supplemental Agreement.

RECOMMENDATION

Your attention is also drawn to the letter from the Independent Board Committee set out on pages 17 to 18 of this circular, and the letter from Gram Capital, the Independent Financial Adviser, to the Independent Board Committee and the Shareholders set out on pages 19 to 28 of this circular in connection with the variation contemplated under the Second Supplemental Agreement and the principal factors and reasons considered by Gram Capital in arriving at such advice.

The Independent Board Committee, having taken into account the advice of Gram Capital, considers that the variation contemplated under the Second Supplemental Agreement, are in the interest of the Company and the Shareholders as a whole. The Independent Board Committee is also of the view that the terms of the Second Supplemental Agreement are on normal commercial terms and fair and reasonable so far as the Shareholders are concerned.

The Board (including the independent non-executive Directors) is of the view that although the Second Supplemental Agreement are not conducted in the ordinary and usual course of business of the Company, they are in the interests of the Company and the Shareholders as a whole.

The Board (including the independent non-executive Directors) would recommend the Shareholders to vote in favour of the Second Supplemental Agreement if a physical general meeting were to be convened for the purpose of consideration and if thought fit, approving the Second Supplemental Agreement.

ADDITIONAL INFORMATION

Your attention is drawn to the additional information set out in the appendices to this circular.

Yours faithfully, By Order of the Board Central Development Holdings Limited

Wu Hao Chairman & Executive Director

The following is the text of the letter of recommendation from Independent Board Committee to Independent Shareholders in relation to the Agreements, the transaction contemplated thereunder, the Proposed Acquisition and the issue of Convertible Bonds for the purpose of incorporation in this circular.



CENTRAL DEVELOPMENT HOLDINGS LIMITED

中發展控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 475)

MATERIAL VARIATION OF THE TERMS OF DISCLOSEABLE AND CONNECTED TRANSACTION INVOLVING THE ISSUE OF CONVERTIBLE BONDS UNDER GENERAL MANDATE IN RELATION TO THE ACQUISITION OF 35% EQUITY INTEREST IN THE TARGET COMPANY

3 July 2024

To the Shareholders

Dear Sir or Madam,

We refer to the circular of the Company dated 3 July 2024 (the "Circular") to the Shareholders, of which this letter forms part. Unless the context otherwise requires, terms defined in the Circular shall have the same meanings when used herein.

We have been appointed by the Board to form the Independent Board Committee to consider and advise the Shareholders as to whether, in our opinion, the Second Supplemental Agreement are on normal commercial terms, fair and reasonable so far as the Shareholders are concerned and whether it is in the interests of the Company and the Shareholders as a whole. The appointment of Gram Capital as the Independent Financial Adviser to advise you and us in this regard has been approved by us. Details of its advice, together with the principal factors and reasons taken into consideration in arriving at such advice, are set out on pages 19 to 28 of the Circular.

We wish to draw your attention to the "Letter from the Board" and "Letter from Gram Capital" as set out on pages 4 to 16 and pages 19 to 28 to the Circular respectively.

RECOMMENDATION

Having considered the terms and conditions of Second Supplemental Agreement, and taking into account the independent advice from Gram Capital, and in particular, the principal factors and reasons considered and opinion and recommendation as set out in its letter, we are of the opinion that although the Second Supplemental Agreement was not conducted in the ordinary and usual course of business of the Company, it is in the interests of the Company and the Shareholders as a whole. The Independent Board Committee is also of the view that the terms of the Second Supplemental Agreement are on normal commercial terms and fair and reasonable so far as the Shareholders are concerned.

As stated in the "Letter from the Board", the Stock Exchange has granted its approval to waive the physical general meeting requirement on 12 June 2024. We would recommend the Shareholders to vote in favour of the Second Supplemental Agreement if a physical general meeting were to be convened for the purpose of consideration and if thought fit, approving the Second Supplemental Agreement.

Yours faithfully, For and on behalf of the Independent Board Committee Central Development Holdings Limited

Jin Qingjun Independent non-executive Director

Sun Ivy Connie Independent non-executive Director Zhong Yingjie, Christina Independent non-executive Director

RECOMMENDATION

Having considered the terms and conditions of Second Supplemental Agreement, and taking into account the independent advice from Gram Capital, and in particular, the principal factors and reasons considered and opinion and recommendation as set out in its letter, we are of the opinion that although the Second Supplemental Agreement was not conducted in the ordinary and usual course of business of the Company, it is in the interests of the Company and the Shareholders as a whole. The Independent Board Committee is also of the view that the terms of the Second Supplemental Agreement are on normal commercial terms and fair and reasonable so far as the Shareholders are concerned.

As stated in the "Letter from the Board", the Stock Exchange has granted its approval to waive the physical general meeting requirement on 12 June 2024. We would recommend the Shareholders to vote in favour of the Second Supplemental Agreement if a physical general meeting were to be convened for the purpose of consideration and if thought fit, approving the Second Supplemental Agreement.

Yours faithfully, For and on behalf of the Independent Board Committee Central Development Holdings Limited

Jin Qingjun Independent non-executive Director Sun Ivy Connie Independent non-executive Director Zhong Yingjie, Christina Independent non-executive Director

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RECOMMENDATION

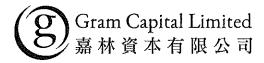
Having considered the terms and conditions of Second Supplemental Agreement, and taking into account the independent advice from Gram Capital, and in particular, the principal factors and reasons considered and opinion and recommendation as set out in its letter, we are of the opinion that although the Second Supplemental Agreement was not conducted in the ordinary and usual course of business of the Company, it is in the interests of the Company and the Shareholders as a whole. The Independent Board Committee is also of the view that the terms of the Second Supplemental Agreement are on normal commercial terms and fair and reasonable so far as the Shareholders are concerned.

As stated in the "Letter from the Board", the Stock Exchange has granted its approval to waive the physical general meeting requirement on 12 June 2024. We would recommend the Shareholders to vote in favour of the Second Supplemental Agreement if a physical general meeting were to be convened for the purpose of consideration and if thought fit, approving the Second Supplemental Agreement.

Yours faithfully, For and on behalf of the Independent Board Committee Central Development Holdings Limited

Jin Qingjun Independent non-executive Director Sun Ivy Connie Independent non-executive Director Zhong Yingjie, Christina Independent non-executive Director

W-38



3 July 2024

To: The Independent Board Committee and the Shareholders of Central Development Holdings Limited

Dear Sir/Madam,

MATERIAL VARIATION OF THE TERMS OF DISCLOSEABLE AND CONNECTED TRANSACTION

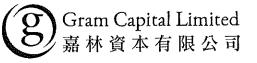
INTRODUCTION

We refer to our appointment as the Independent Financial Adviser to advise the Independent Board Committee and the Shareholders in respect of the proposed amendment of certain terms of the Agreements pursuant to the Second Supplemental Agreement (the "**Proposed Amendment**"), details of which are set out in the letter from the Board (the "**Board Letter**") contained in the circular dated 3 July 2024 issued by the Company to the Shareholders (the "**Circular**"), of which this letter forms part. Terms used in this letter shall have the same meanings as defined in the Circular unless the context requires otherwise.

With reference to the Circular, the Purchaser (an indirect wholly-owned subsidiary of the Company), the Vendor, and the Target Company entered into the Equity Transfer Agreement dated 19 August 2022 and the First Supplemental Agreement dated 15 November 2022 in relation to the Acquisition. The Acquisition was completed on 5 December 2022. On 5 December 2022, the Company issued the Convertible Bonds to settle the Consideration.

With reference to the Board Letter,

(1) The Target Company advised the Company that the JV Company cannot obtain the Gas Business License by the deadline of 30 June 2024, as originally stated in the First Supplemental Agreement, and anticipates that the JV Company can only obtain the Gas Business License on or before 30 November 2025.



- (2) On 12 June 2024, the Purchaser entered into the Second Supplemental Agreement with the Vendor and the Target Company, in relation to the Proposed Amendment. Under the Second Supplemental Agreement, if the JV Company cannot obtain the Gas Business License on or before 30 November 2025, the Convertible Bonds will be automatically cancelled on 1 December 2025, the Company will re-transfer the shares of the Target Company to the Vendor and the Vendor will return the Convertible Bonds to the Company for nil consideration on or before 6 December 2025.
- (3) The Proposed Amendment constitutes a material variation of the terms of the Acquisition and is therefore subject to the reporting, announcement and the independent shareholders' approval requirements under Chapter 14 and Chapter 14A of the Listing Rules.
- (4) The Company applied for, and on 12 June 2024, the Stock Exchange granted, a waiver from the requirement for the Company to convene a general meeting under Rule 14A.37 of the Listing Rules on the basis that: (i) to the best of the Directors' knowledge, information and belief having made all reasonable enquiries, no Shareholder had a material interest in the Acquisition and the Second Supplemental Agreement, and no Shareholder would be required to abstain from voting if the general meeting of the Company was convened to approve the Second Supplemental Agreement; and (ii) written approvals by Resources Rich which is directly interested in 204,718,000 Shares and such Shares constituted approximately 52.82% of the total number of Shares as at the Latest Practicable Date, had been obtained by the Company for the Second Supplemental Agreement in lieu of convening a general meeting.

The Independent Board Committee comprising Mr. Jin Qingjun, Ms. Sun, Ivy Connie and Ms. Zhong Yingjie, Christina, being all of the independent non-executive Directors, has been formed to advise the Shareholders on (i) whether the terms of the Proposed Amendment are on normal commercial terms and are fair and reasonable; (ii) whether the Proposed Amendment is in the interests of the Company and the Shareholders as a whole and is conducted in the ordinary and usual course of the business of the Group; and (iii) how the Shareholders should vote in respect of the Proposed Amendment if a physical general meeting was to be convened for the purpose of consideration and if thought fit, approving the Proposed Amendment. We, Gram Capital Limited, have been appointed as the Independent Financial Adviser to advise the Independent Board Committee and the Shareholders in this respect.



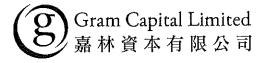
INDEPENDENCE

During the past two years immediately preceding the Latest Practicable Date, Gram Capital was engaged as the independent financial adviser in relation to Acquisition, details of which were set out in the Company's circular dated 18 November 2022. Save for the aforesaid engagement, there was no other service provided by Gram Capital to the Company relating to any transaction of the Company during the past two years immediately preceding the Latest Practicable Date. Notwithstanding the aforesaid engagement, we were not aware of any relationships or interests between Gram Capital and the Company, or any other parties during the past two years immediately preceding the Latest Practicable Date that could be reasonably regarded as hindrance to Gram Capital's independence to act as the Independent Financial Adviser. Having considered the above and that none of the circumstances as set out under Rule 13.84 of the Listing Rules existed as at the Latest Practicable Date, we are of the view that we are independent to act as the Independent Financial Adviser.

BASIS OF OUR OPINION

In formulating our opinion to the Independent Board Committee and the Shareholders, we have relied on the statements, information, opinions and representations contained or referred to in the Circular and the information and representations as provided to us by the Directors. We have assumed that all information and representations that have been provided by the Directors, for which they are solely and wholly responsible, are true and accurate at the time when they were made and continue to be so as at the Latest Practicable Date. We have also assumed that all statements of belief, opinion, expectation and intention made by the Directors in the Circular were reasonably made after due enquiry and careful consideration. We have no reason to suspect that any material facts or information have been withheld or to doubt the truth, accuracy and completeness of the information and facts contained in the Circular, or the reasonableness of the opinion is based on the Directors' representation and confirmation that there is no undisclosed private agreement/arrangement or implied understanding with anyone concerning the Proposed Amendment. We consider that we have taken sufficient and necessary steps on which to form a reasonable basis and an informed view for our opinion in compliance with Rule 13.80 of the Listing Rules.

The Circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquires, confirm that to the best of their knowledge and belief the information contained in this circular is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement therein or the Circular misleading. We, as the Independent Financial Adviser, take no responsibility for the contents of any part of the Circular, save and except for this letter of advice.



We consider that we have been provided with sufficient information to reach an informed view and to provide a reasonable basis for our opinion. We have not, however, conducted any independent in-depth investigation into the business and affairs of the Company, the Vendor, the Target Company, the JV Company or their respective subsidiaries or associates, nor have we considered the taxation implication on the Group or the Shareholders as a result of the Proposed Amendment. Our opinion is necessarily based on the financial, economic, market and other conditions in effect and the information made available to us as at the Latest Practicable Date. Shareholders should note that subsequent developments (including any material change in market and economic conditions) may affect and/or change our opinion and we have no obligation to update this opinion to take into account events occurring after the Latest Practicable Date or to update, revise or reaffirm our opinion. In addition, nothing contained in this letter should be construed as a recommendation to hold, sell or buy any Shares or any other securities of the Company.

Lastly, where information in this letter has been extracted from published or otherwise publicly available sources, it is the responsibility of Gram Capital to ensure that such information has been correctly extracted from the relevant sources while we are not obligated to conduct any independent in-depth investigation into the accuracy and completeness of those information.

PRINCIPAL FACTORS AND REASONS CONSIDERED

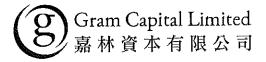
In arriving at our opinion in respect of the Proposed Amendment, we have taken into consideration the following principal factors and reasons:

Information on the Group

With reference to the Board Letter, the Group is principally engaged in energy business and jewelry business in the PRC and Hong Kong.

Set out below are the audited consolidated financial information of the Group for the two years ended 31 March 2024 as extracted from the Company's annual results announcement for the year ended 31 March 2024 (the "2023/24 AR Announcement"):

	For the year ended 31 March 2024 ("FY2023/24")	For the year ended 31 March 2023 ("FY2022/23")	Year-on-year change
	HK\$'000	HK\$'000	%
Revenue	188,549	247,893	(23.94)
– Sales of jewelry products	18,000	26,709	(32.61)
- Sales of solar energy products	345	1,541	(77.61)
– Sales of refined oil	64,857	27,927	132,24
- Sales of liquefied natural gas			
("LNG")	105,347	191,716	(45.05)
Gross profit	7,736	4,645	66.54
Loss for the year attributable to			
owners of the Company	(31,050)	(11,906)	160.79



As illustrated in the above table, the Group's revenue for FY2023/24 decreased by approximately 23.94% as compared to that for FY2022/23. With reference to the 2023/24 AR Announcement, such decrease was mainly attributable to the result of decrease in the sales of LNG, as partially offset by increase in sales of refined oil. The Group's gross profit for FY2023/24 increased by approximately 66.54% as compared to that for FY2022/23. With reference to the 2023/24 AR Announcement, such increase was mainly caused by the combined effects of increased sales of refined oil with higher margin and decrease in write-down of inventories in cost of sales.

Loss attributable to owners of the Company for FY2023/24 increased by approximately 160.79% as compared to that for FY2022/23. With reference to the 2023/24 AR Announcement, such increase was mainly attributable to (i) change from net other gains for FY2022/23 to net other losses for FY2023/24; and (ii) increase in finance costs, as partially offset by (i) increase in gross profit as discussed above; and (ii) absence of equity-settled share-based payments.

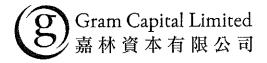
With reference to the 2023/24 AR Announcement, over the next few years, the PRC will continue to steadily push for industry transformation, deepen the reform process of the oil and gas system, and actively build an efficient supply, storage and marketing system for natural gas. This indicates that natural gas consumption is expected to continue to grow steadily for some time to come. Despite the complexity and volatility of the global energy market, accelerating energy transformation, and increasing uncertainties, refined oil and LNG remain at the core of the world's energy supply. The Group will also capitalise on the business opportunities in the sale of oil and gas products and make positive contributions to the overall business.

Information of the Vendor

With reference to the Board Letter, the Vendor is (i) an Executive Director of the Company; (ii) the ultimate beneficial owner of 49% of equity interest in Chengdu Kaibangyuan, an indirect non-wholly owned subsidiary of the Company; and (iii) the ultimate beneficial owner of 65% of the equity interest in the Target Company. The Vendor is a connected person both at the Company and at the subsidiary level under the Listing Rules.

Information of the Target Company and JV Company

With reference to the Board Letter, the Target Company is principally engaged in investment holding. The Target Company is the beneficial owner of 50% of the entire registered and paid-up capital of the JV Company. The JV Company is principally engaged in the construction and operation of natural gas pipeline networks, the operation and maintenance of pipeline corridors, provision of residential heating, and the procurement, transportation and sale of natural gas in Mengcheng County, Anhui Province, the PRC. In 2019, the JV Company entered into a licensing agreement with the Housing and Urban-Rural Development Bureau of Mengcheng County, under which the JV Company was granted a 30-year license to supply heat and steam (except natural gas) to industrial, commercial and corporate entities and urban residents in the county planning area of Mengcheng County. As at the Latest Practicable Date, the JV Company (i) completed construction of two distributed energy stations, four 20-tonne gas-fired steam boilers and approximately 7 kilometres of heat supply network; (ii) was constructing natural gas gateways ancillary to the aforesaid distributed energy stations; and (iii) was preparing for construction of a main natural gas gateway for obtaining natural gas from supplier(s) (the "Main Natural Gas Gateway"). As at the Latest Practicable Date, the JV Company had not commenced sales.



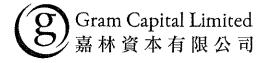
Set out below is the financial information of the Target Company for the two years ended 31 March 2024 prepared in accordance with the generally accepted accounting principles in the PRC as extracted from the Board Letter:

	For the year ended 31 March 2024 <i>RMB'000</i>	For the year ended 31 March 2023 <i>RMB</i> '000
	(unaudited)	(unaudited)
Net loss before and after taxation	(1,356)	(980)
	As at	As at
	31 March 2024	31 March 2024
	RMB'000	RMB'000
	(unaudited)	(unaudited)
Net asset value	17,880	16,900

Set out below is the financial information of the JV Company for the two years ended 31 March 2024 prepared in accordance with the generally accepted accounting principles in the PRC as extracted from the Board Letter:

	For the year ended 31 March 2024 <i>RMB</i> '000 (unaudited)	For the year ended 31 March 2023 <i>RMB'000</i> (unaudited)
Net loss before and after taxation	(1,654)	(2,212)
	As at 31 March 2024 RMB'000 (unaudited)	As at 31 March 2024 RMB'000 (unaudited)
Net asset value	34,206	31,994

Further details of the Target Company and JV Company are set out in the section headed "INFORMATION OF THE TARGET COMPANY, THE JV COMPANY AND THEIR BUSINESSES" of the Circular.



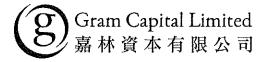
Reasons for and benefits of the Proposed Amendment

With reference to the Board Letter, the PRC Legal Adviser provided the Legal Opinion which stated that the JV Company delayed in obtaining the following four certificate and permits (in respect of the Main Natural Gas Gateway) which are the prerequisites for applying for the Gas Business License application:

Certificate/Permits	Reason for delay	Status as at the Latest Practicable Date
Land certificate	Refusal of relocation by the local residents	Obtained on 12 October 2023
Construction land planning permit	Delay in obtaining the land certificate	Obtained on 25 October 2023
Construction project planning permit	Delay in obtaining the land certificate	Obtained on 29 April 2024
Construction permit (the "Construction Permit for Main Natural Gas Gateway")	Delay in obtaining the construction land planning permit and the construction project planning permit	Pending

With reference to the Board Letter and as confirmed by the Directors, the JV Company had not commenced the Gas Business License application as at the Latest Practicable Date. As aforementioned, the JV Company (i) completed construction of two distributed energy stations, four 20-tonne gas-fired steam boilers and approximately 7 kilometres of heat supply network; (ii) was constructing natural gas gateways ancillary to the aforesaid distributed energy stations; and (iii) was preparing for construction of the Main Natural Gas Gateway. As advised by the Directors, the JV Company will (i) commence construction of the Main Natural Gas Gateway after obtaining the Construction Permit for Main Natural Gas Gateway and expects to complete construction of the Main Natural Gas Gateway with all other necessary facilities by December 2024; (ii) commence trial operation for three to six months thereafter; and (iii) apply for the Gas Business License after completion of the aforesaid trial operation. According to the Legal Opinion, there is no legal impairment obstructing the JV Company from obtaining the Gas Business License, provided that (i) the JV Company completed construction of necessary infrastructure and facility; and (ii) there will be no illegal or non-compliant action under the progress of the Gas Business License application.

Given the above, the Purchaser entered into the Second Supplemental Agreement with the Vendor and the Target Company on 12 June 2024 in relation to the Proposed Amendment to allow more time for the JV Company to obtain the Gas Business License (failing which the Convertible Bonds will be automatically cancelled and the Purchaser will re-transfer the Sale Shares to the Vendor and the Vendor will return the Convertible Bonds to the Company for nil consideration).



With reference to the Board Letter, since the Acquisition was completed on 5 December 2022, entering into the Second Supplemental Agreement and the Proposed Amendment would have no impact on the Group's assets and liabilities.

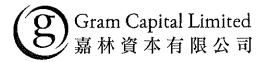
With reference to the 2023/24 AR Announcement,

- (1) With gradual deepening of the PRC's dual carbon strategy, a comprehensive policy framework has been put in place that not only accelerates the clean and low-carbon transformation of society, but also encourages the replacement of traditional energy sources with environmentally friendly options, such as natural gas, in various sectors including industrial, construction, heating and transportation. As a highly efficient and green option in the low-carbon transition, natural gas holds a strategically important position in the synergistic development of multiple energy sources, and will serve as a transitional pillar on the road to achieving the dual carbon goal. Concurrently, the PRC is steadily pushing forward reforms in the industry and is committed to strengthening and improving its production, supply, storage and marketing systems for natural gas. According to industry forecasts, the supply and demand for natural gas will continue to rise and develop steadily.
- (2) In light of the above, the Group conducted the Acquisition in 2022 to maximise its operational and management strengths, which will also create synergies with the Group's existing natural gas and solar photovoltaic businesses, thereby enhancing the Group's overall resource allocation efficiency and strengthening the long-term development potential of the energy business. The Target Company will provide the Group with opportunities for future development, enriching the Group's business portfolio and further realising the Group's goal of becoming a supplier of a diversified range of energy products and solutions. The Group will also leverage the Target Company's existing industrial resources, brand image and extensive marketing experience to complement the Group's diversified energy business, thereby promoting the rapid development of the Group's diversified energy business.

As stated in the section headed "Information on the Group" above, the Group's revenue generated from sales of LNG represents approximately 77.34% and approximately 56.87% of the Group's total revenue for FY2022/23 and FY2023/24 respectively. Accordingly, the LNG business is one of the key businesses of the Group. The Acquisition is in-line with the Group's development strategy.

Having considered that:

- (i) the LNG business is one of the key businesses of the Group. The Acquisition is in-line with the Group's development strategy;
- (ii) the Proposed Amendment allows more time for the JV Company to obtain the Gas Business License (failing which the Convertible Bonds will be automatically cancelled and the Purchaser will re-transfer the Sale Shares to the Vendor and the Vendor will return the Convertible Bonds to the Company for nil consideration); and
- (iii) entering into the Second Supplemental Agreement and the Proposed Amendment would have no impact on the Group's assets and liabilities,



we are of the view that although the Proposed Amendment is not conducted in the ordinary and usual course of business of the Company, it is in the interests of the Company and its Shareholders as a whole.

Principal terms of the Proposed Amendment

Summarised below are the principal terms of the Proposed Amendment as contained in the Second Supplemental Agreement, details of which are set out in the Board Letter:

Date

12 June 2024 (after trading hours)

Parties

The Purchaser, the Vendor and the Target Company

Consideration

The Acquisition was completed on 5 December 2022. The Consideration of HK\$52,000,000 was settled by the Company allotting and issuing the Convertible Bonds to the Vendor on 5 December 2022. The Convertible Bonds have not been converted as they are subject to the condition that no transfer and/ or assignment of Convertible Bonds shall take place before JV Company obtains the Gas Business License.

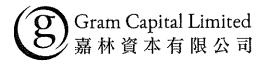
Post-completion obligations of the Acquisition

With reference to the Board Letter, the Target Company has advised the Company that the JV Company cannot obtain the Gas Business License by the deadline of 30 June 2024, as originally stated in the First Supplemental Agreement, and anticipates that the JV Company can only obtain the Gas Business License on or before 30 November 2025. The Second Supplemental Agreement amends the Agreements accordingly. If the JV Company cannot obtain the Gas Business License on or before 30 November 2025, the Convertible Bonds will be automatically cancelled on 1 December 2025, the Company will transfer the shares of the Target Company to the Vendor and the Vendor will return the Convertible Bonds to the Company for nil consideration on or before 6 December 2025. Other terms of the Agreements remain valid.

As aforementioned, the Proposed Amendment allows more time for the JV Company to obtain the Gas Business License (failing which the Convertible Bonds will be automatically cancelled and the Purchaser will re-transfer the Sale Shares to the Vendor and the Vendor will return the Convertible Bonds to the Company for nil consideration).

In addition, entering into the Second Supplemental Agreement and the Proposed Amendment would have no impact on the Group's assets and liabilities.

Taking into account the above, we consider that the terms of the Proposed Amendment are fair and reasonable.



RECOMMENDATION

Having taken into consideration the factors and reasons as stated above, we are of the opinion that (i) the terms of the Proposed Amendment are on normal commercial terms and are fair and reasonable; and (ii) although the Proposed Amendment is not conducted in the ordinary and usual course of the business of the Company, they are in the interests of the Company and the Shareholders as a whole. Accordingly, we recommend the Independent Board Committee to advise the Shareholders to vote in favour of the resolution to be proposed at the EGM to approve the Proposed Amendment and we recommend the Shareholders to vote in favour of the resolution in this regard if a physical general meeting were to be convened for the purpose of consideration and if thought fit, approving the Proposed Amendment.

> Yours faithfully, For and on behalf of Gram Capital Limited

Graham Lam Managing Director

Note: Mr. Graham Lam is a licensed person registered with the Securities and Futures Commission and a responsible officer of Gram Capital Limited to carry out Type 6 (advising on corporate finance) regulated activity under the SFO. He has over 25 years of experience in investment banking industry.

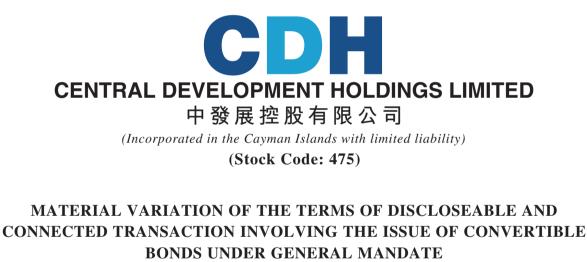
THIS CIRCULAR IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in any doubt as to any aspect of this circular or as to the action to be taken, you should consult your licensed securities dealer or registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares in Central Development Holdings Limited, you should at once hand this circular and the accompanying form of proxy to the purchaser(s) or transferee(s) or to the bank, licensed securities dealer or registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

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This circular is for information purposes only and does not constitute an invitation or offer to acquire, purchase or subscribe for the securities of the Company.



IN RELATION TO THE ACQUISITION OF 35% EQUITY INTEREST IN THE TARGET COMPANY

Independent Financial Adviser to the Independent Board Committee and the Shareholders

Gram Capital Limited 嘉林資本有限公司

Capitalised terms used in this cover page shall have the same meanings as those defined in the section headed "Definitions" of this circular.

A letter from the Board is set out on pages 4 to 16 of this circular. A letter from the Independent Board Committee is set out on pages 17 to 18 of this circular. A letter from Gram Capital containing its opinion and advice to the Independent Board Committee and the Shareholders is set out on pages 19 to 28 of this circular.

CONTENTS

Page

Definitions	1
Letter from the Board	4
Letter from the Independent Board Committee	17
Letter from Gram Capital	19
Appendix I — General Information	29

DEFINITIONS

In this circular, unless the context otherwise requires, the following expressions have the following meanings:

"Acquisition"	the acquisition of the Sale Shares by the Purchaser subject to and upon the terms and conditions of the Agreements
"AGM"	the annual general meeting of the Company held on 8 September 2022
"Agreements"	the 35% equity transfer agreement dated 19 August 2022 (the "Equity Transfer Agreement"), supplemental agreement dated 15 November 2022 (the "First Supplemental Agreement") and the Second Supplemental Agreement dated 12 June 2024 entered into between the Vendor, the Purchaser and the Target Company in relation to the sale and purchase of the Sale Shares
"associates"; "connected person(s)"; "controlling shareholder(s)"; and "subsidiary(ies)"	each has the meaning ascribed to it under the Listing Rules
"Board"	the board of Directors
"Bondholder(s)"	the holder(s) of the Convertible Bonds
"Chengdu Kaibangyuan"	Chengdu Kaibangyuan Trading Co., Limited [#] (成都凱邦源商貿有限公司), a company incorporated in the PRC with limited liability and an indirect non-wholly-owned subsidiary of the Company
"Company"	Central Development Holdings Limited 中發展控股有限公司 (stock code: 475), a company incorporated in the Cayman Islands with limited liability, the ordinary shares of which are listed on the Main Board of the Stock Exchange
"Consideration"	the convertible bonds in the principal amount of HK\$52,000,000
"Convertible Bonds"	the convertible bonds in the principal amount of HK\$52,000,000 issued by the Company to convert for 70,270,270 new Shares in favour of the Vendor in accordance with the terms and conditions of the Agreements
"Conversion Shares"	70,270,270 new Shares to be allotted and issued by the Company upon the exercise of the conversion rights in respect of the Convertible Bonds
"Director(s)"	the director(s) of the Company
"General Mandate"	the general mandate to allot, issue and deal with Shares granted to the Directors by a resolution of the Shareholders passed at the AGM

DEFINITIONS

"Group"	the Company and its subsidiaries from time to time
"HK\$"	Hong Kong dollars, the lawful currency of Hong Kong
"Hong Kong"	the Hong Kong Special Administrative Region of the PRC
"Independent Board Committee"	an independent committee of the Board comprising independent non-executive Directors pursuant to Rule 14A.41 of the Listing Rules being formed for the purpose of advising the Independent Shareholders in relation to the Second Supplemental Agreement and the variation contemplated thereunder
"Independent Financial Adviser" or "Gram Capital"	Gram Capital Limited, a licensed corporation to carry out Type 6 (advising on corporate finance) regulated activity under the SFO, being the independent financial adviser appointed by the Company to advise the Independent Board Committee and the Independent Shareholders in relation to the Second Supplemental Agreement and the variation contemplated thereunder
"Independent Shareholders"	Shareholders who are not required to abstain under the Listing Rules from voting if the general meeting of the Company was convened to approve the Second Supplemental Agreement and the variation contemplated thereunder
"JV Company"	Anhui Huagang Bochen New Energy Co., Ltd. [#] (安徽華港博臣新能源有限公司), a company incorporated in the PRC with limited liability, 50% equity interest in which is owned by the Target Company
"Latest Practicable Date"	2 July 2024, being the latest practicable date prior to the printing of this circular for ascertaining certain information referred to in this circular
"Listing Rules"	the Rules Governing the Listing of Securities on the Stock Exchange
"Main Board"	the main board of the Stock Exchange
"PRC"	the People's Republic of China, and for the purpose of this circular only, excludes Hong Kong, the Macao Special Administrative Region of the PRC and Taiwan
"Purchaser"	Hainan Huagang New Energy Development Co., Ltd.* (海南華港新能源 開發有限公司), a company incorporated in the PRC with limited liability and an indirect wholly-owned subsidiary of the Company
"Resources Rich"	Resources Rich Capital Limited, a company incorporated in the British Virgin Islands with limited liabilities

DEFINITIONS

"RMB"	Renminbi, the lawful currency of the PRC
"Sale Shares"	Shares representing 35% equity interest in the Target Company, which are legally and beneficially owned by the Vendor
"Second Supplemental Agreement"	the second supplemental agreement dated 12 June 2024 entered into between the Vendor, the Purchaser and the Target Company to amend and supplement certain terms of the Agreements
"SFO"	the Securities and Futures Ordinance, Chapter 571 of the Laws of Hong Kong
"Shareholders"	holders of the Shares
"Shares"	ordinary shares of HK\$0.01 each in the capital of the Company
"Sichuan Huahan"	Sichuan Hua Han Source Development Co., Ltd.* (四川華漢能源開發有限公司), a company incorporated in the PRC with limited liability
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Target Company"	Chengdu Huahan Energy Co., Ltd.* (成都華漢能源有限公司), a company incorporated in the PRC with limited liability
"Vendor"	Mr. Zhang Bing, a PRC citizen, a Director of the Company and indirectly interested in 49% of the equity interest in Chengdu Kaibangyuan (an indirect non-wholly owned subsidiary of the Company) through Sichuan Huahan which is wholly owned by Zhongtouhongsheng, the entire equity interest of which is owned by the Vendor
"Zhongtouhongsheng"	Zhongtouhongsheng (Beijing) Investment & Fund Management Co., Ltd.* (中投宏晟(北京)投資基金管理有限公司), a company incorporated in the PRC with limited liability
"%"	per cent.

[#] The English translation of Chinese names or words in this circular, where indicated, are included for information purpose only, and should not be regarded as the official English translation of such Chinese names or words.

CENTRAL DEVELOPMENT HOLDINGS LIMITED

中發展控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(Stock Code: 475)

Executive Directors: Mr. Wu Hao (Chairman) Mr. Hu Yangjun Mr. Chan Wing Yuen, Hubert (Chief Executive) Mr. Zhang Bing

Non-Executive Director: Mr. Li Wei Qi, Jacky

Independent non-executive Directors: Mr. Jin Qingjun Ms. Sun Ivy Connie Ms. Zhong Yingjie, Christina Registered office: Cricket Square Hutchins Drive P.O. Box 2681 Grand Cayman KY1-1111 Cayman Islands

Principal Place of Business in the Hong Kong: Room 2202, 22/F. Chinachem Century Tower 178 Gloucester Road Wanchai Hong Kong

3 July 2024

To the Shareholders

Dear Sir and Madam,

MATERIAL VARIATION OF THE TERMS OF DISCLOSEABLE AND CONNECTED TRANSACTION INVOLVING THE ISSUE OF CONVERTIBLE BONDS UNDER GENERAL MANDATE IN RELATION TO THE ACQUISITION OF 35% EQUITY INTEREST IN THE TARGET COMPANY

INTRODUCTION

References are made to the announcements of the Company dated 19 August 2022, 15 November 2022 and 5 December 2022 (the "**Announcements**") respectively in relation to the acquisition of 35% equity interest in the Target Company (the "**Acquisition**") and the issue of Convertible Bonds under the General Mandate. The Acquisition was completed on 5 December 2022.

Reference is also made to the announcement of the Company dated 12 June 2024. The Target Company has advised the Company that the JV Company cannot obtain the Gas Business License by the deadline of 30 June 2024, as originally stated in the First Supplemental Agreement, and anticipates that the JV Company can only obtain the Gas Business License on or before 30 November 2025. On 12 June 2024, the Purchaser (after trading hours) entered into the Second Supplemental Agreement with the Vendor and the Target Company, in order to, among others, amend the post-completion obligations of the

Acquisition. Under the Second Supplemental Agreement, if the JV Company cannot obtain the Gas Business License on or before 30 November 2025, the Convertible Bonds will be automatically cancelled on 1 December 2025, the Company will re-transfer the shares of the Target Company to the Vendor and the Vendor will return the Convertible Bonds to the Company for nil consideration on or before 6 December 2025.

The purpose of this circular is to provide you with, among other things:

- (i) the particulars of the Second Supplemental Agreement and the variation contemplated thereunder;
- (ii) a letter from the Independent Board Committee with its recommendation to the Shareholders regarding the Second Supplemental Agreement and the variation contemplated thereunder;
- (iii) a letter from Gram Capital to the Independent Board Committee and the Shareholders; and
- (iv) other information as required under the Listing Rules.

THE SECOND SUPPLEMENTAL AGREEMENT

Date: 12 June 2024 (after trading hours)

Parties:

Purchaser:	Hainan Huagang New Energy Development Co., Ltd.
Vendor:	Mr. Zhang Bing
Target Company:	Chengdu Huahan Energy Co., Ltd.

Consideration

The Acquisition was completed on 5 December 2022. The consideration of HK\$52,000,000 for the sale and purchase of the Sale Shares was settled by the Company allotting and issuing the Convertible Bonds to the Vendor on 5 December 2022. The Convertible Bonds have not been converted as they are subject to the condition that no transfer and/or assignment of Convertible Bonds shall take place before JV Company obtains the Gas Business License.

Post-completion obligations of the Acquisition

The Target Company has advised the Company that the JV Company cannot obtain the Gas Business License by the deadline of 30 June 2024, as originally stated in the First Supplemental Agreement, and anticipates that the JV Company can only obtain the Gas Business License on or before 30 November 2025. The Second Supplemental Agreement amends the Agreements accordingly. If the JV Company cannot obtain the Gas Business License on or before 30 November 2025, the Convertible Bonds will be automatically cancelled on 1 December 2025, the Company will transfer the shares of the Target Company to the Vendor and the Vendor will return the Convertible Bonds to the Company for nil consideration on or before 6 December 2025.

The Company continues to monitor the progress of the JV Company in obtaining the Gas Business License after the Acquisition.

TERMS OF CONVERTIBLE BONDS

The terms of the Convertible Bonds have been negotiated on an arm's length basis and the principal terms of which are summarised below:

Issuer

The Company

Principal terms of the Convertible Bonds

Principal amount	:	HK\$52,000,000
Issue price	:	HK\$0.74
Maturity date	:	the date falling on the 3rd anniversary of the date of issuance of the Convertible Bond
Interest rate	:	Nil
Conversion rights	:	the Bondholder will have the right to convert the whole or part of the principal amount of the Convertible Bond (in integral multiple of HK\$1 million or such lesser amount representing the entire outstanding principal amount of the Convertible Bond) into Conversion Shares at any time and from time to time, during the date of the issuance of the Convertible Bond up to the close of business on the date falling 5 business days prior to the Maturity Date, provided that such conversion would not render Shares in the public hands being less than the minimum public float defined under Rule 8.08 of the Listing Rules or other relevant requirements under the Listing Rules and the Bondholder shall not exercise any conversion right unless it provides evidence to the reasonable satisfaction of exercising the conversion right that the Bondholder and persons acting in concert with it (as defined in the Takeovers Code) will not beneficially own 30% or more of the issued shares and/or or voting rights of the Company immediately after the conversion and/or trigger any mandatory general offer obligations under the Takeovers Code.

Conversion Price	:	the initial Conversion Price is HK\$0.74 per Conversion Share (subject to adjustment) and represents:
		 (i) equal to the closing price of HK\$0.74 per Share as quoted on the Stock Exchange on 19 August 2022, being the date of the Agreement;
		 (ii) a premium of approximately 0.82% over the average closing price of HK\$0.734 per Share as quoted on the Stock Exchange for the last 5 consecutive trading days immediately preceding the date of the Agreement; and
		 (iii) a discount of approximately 0.27% over the average closing price of HK\$0.742 per Share as quoted on the Stock Exchange for the last 10 trading days immediately preceding the date of the Agreement.
		The Conversion Price was determined by the Vendor and the Company on an arm's length basis with reference to the current market price of the Shares as shown above.
		The Board considers that the Conversion Price is fair and reasonable.
		The net Conversion Price, after deduction of relevant cost and expenses, is approximately HK\$0.726, assuming that 70,270,270 Conversion Shares are issued at the conversion price of HK\$0.74.
Adjustment to Conversion	:	the Conversion Price will be subject to adjustment for Price events which may have a diluting effect on the share capital of the Company or change the capital structure of the Company, such as consolidation, subdivision or reclassification of Shares, capitalisation of profits and reserves, rights issue of Shares or options over Shares.
Redemption of the Convertible Bonds by the Company	:	unless previously converted, purchased and cancelled, the Company shall pay the outstanding principal amount under the Convertible Bonds by cash on the Maturity Date, the Company may redeem the Convertible Bonds at any time and from time to time before the Maturity Date upon mutual agreement with the Vendor.

Transferability	:	subject to all applicable laws and regulations and prior notification to the Company, the Convertible Bonds may be assigned or transferred in whole or in part of its principal amount outstanding (in integral multiple of HK\$1 million or such lesser amount representing the entire outstanding principal amount of the Convertible Bonds) to independent third parties, other than the connected person(s) of the Company.
Voting rights	:	a Bondholder will not be entitled to receive notice of, attend or vote at any general meetings of the Company by reason only of it being a Bondholder.
Listing	:	the Company will apply to the Stock Exchange for the listing of and permission to deal in the Conversion Shares to be allotted and issued upon exercise of the conversion rights attached to the Convertible Bonds, the Conversion Shares shall be allotted and issued under the General Mandate.
		No application will be made by the Company for the listing of the Convertible Bonds.
		No restriction applies to any subsequent sale of the Conversion Shares.
Ranking of the Conversion Shares	:	the Conversion Shares, when allotted and issued, will rank pari passu in all respects with all other existing Shares outstanding at the date of such allotment and issuance and be entitled to all dividends and other distributions the record date of which falls on a date on or after the date of such allotment and issuance.
Ranking of the Convertible Bonds	:	the obligations of the Company arising under the Convertible Bonds constitute direct, unconditional, unsubordinated and unsecured obligations of the Company and rank and shall at all times rank pari passu in all respects among themselves and pari passu with all other present and future unsecured and unsubordinated obligations of the Company except for obligations accorded preference by mandatory provisions of applicable law.
Events of default	:	after the occurrence of an event of default as specified in the terms and conditions of the Convertible Bonds, any Bondholder may give notice to the Company that the Convertible Bonds is immediately due and payable.

The Conversion Shares

Based on the initial Conversion Price of HK\$0.74 per Conversion Share (subject to adjustment) and assuming full conversion of the Convertible Bonds, the Convertible Bonds in the aggregate principal amount of HK\$52,000,000 will be convertible into 70,270,270 Conversion Shares, representing:

- (a) approximately 18.13% of the issued share capital of the Company as at the date of the Agreement;
- (b) approximately 15.35% of the issued share capital of the Company as enlarged by the issuance of the Conversion Shares upon full conversion of the Convertible Bonds; and
- (c) the aggregate nominal value of HK\$702,703.

A written approval has been obtained by the Company pursuant to Rule 14A.37 of the Listing Rules, among other things, for the allotment and issuance of the Conversion Shares under the General Mandate.

REASONS FOR AND BENEFITS OF ENTERING INTO THE SECOND SUPPLEMENTAL AGREEMENT

The PRC legal adviser (the "**PRC Legal Adviser**") appointed by the Purchaser provided in its legal opinion (the "**Legal Opinion**") on 25 June 2024 that the obtaining of the four certificate and permits which are the prerequisites for applying for the Gas Business License, namely 1) the land certificate, 2) the construction land planning permit, 3) the construction project planning permit, and 4) the construction permit, were delayed for the following reasons respectively:

Certificate/Permit	Reason for the delay	Current status
Land certificate	Refusal of relocation by the local residents	Obtained on 12 October 2023
Construction land planning permit	Delay in obtaining the land certificate	Obtained on 25 October 2023
Construction project planning permit	Same as above	Obtained on 29 April 2024
Construction permit	Delay in obtaining the construction	Pending
(the "Construction Permit	land planning permit and the	
for Main Natural Gas	construction project planning permit	
Gateway")		

The delay in obtaining the above four certificate and permits was unforeseeable mainly because the prolonged governmental/administrative procedures involved were not controllable by the JV Company. As of the date of the Legal Opinion, the Company has not yet applied for the Gas Business License. However, the PRC Legal Adviser opines that as no more obstacle in relation to the governmental/ administrative approval exists, there will be no legal impairment obstructing the JV Company from obtaining the Gas Business License provided no illegality exists in the process of the application therefor. Accordingly, the Board is of the view that the interest of the Company and its shareholders will not be prejudiced by the Second Supplemental Agreement.

The JV Company is preparing for construction of a main natural gas gateway for obtaining natural gas from supplier(s) (the "**Main Natural Gas Gateway**"), and will (i) commence construction of the Main Natural Gas Gateway after obtaining the Construction Permit for Main Natural Gas Gateway and expects to complete construction of the Main Natural Gas Gateway with all other necessary facilities by December 2024; (ii) commence trial operation for three to six months thereafter; and (iii) apply for the Gas Business License after completion of the aforesaid trial operation.

The Vendor further assures that the conditions for applying for the Gas Business License will be met, various procedures and materials have been approved by the PRC government and the PRC government must grant the Gas Business License if the trial operation after obtaining the Gas Business License is normal. The Vendor has operated the gas business for over 25 years without any material accidents, and the current shareholders of the JV Company have considerable strength and experience in the gas industry. The Board is of the view that the Vendor has provided sufficient assurance on obtaining the Gas Business License by the JV Company.

The Board considers that the terms and conditions of the Second Supplemental Agreement are on normal commercial terms and are fair and reasonable and the Second Supplemental Agreement is in the interests of the Group, the Company and the Shareholders as a whole.

The details of the reasons for and benefits of entering into the Acquisition have already been stated in the announcements dated 19 August 2022, 15 November 2022 and 5 December 2022 and the circular dated 18 November 2022.

INFORMATION OF THE TARGET COMPANY, THE JV COMPANY AND THEIR BUSINESSES

The Target Company, the JV Company and their businesses

The Target Company is principally engaged in investment holding. The Target Company is the beneficial owner of 50% of the entire registered and paid up capital of the JV Company. The JV Company is principally engaged in the construction and operation of natural gas pipeline networks, the operation and maintenance of pipeline corridors, provision of residential heating, and the procurement, transportation and sale of natural gas in Mengcheng County, Anhui Province, the PRC. In 2019, the JV Company entered into a licensing agreement with the Housing and Urban-Rural Development Bureau of Mengcheng County, under which the JV Company was granted a 30-year license to supply heat and steam (except natural gas) to industrial, commercial and corporate entities and urban residents in the county planning area of Mengcheng County. The JV Company is constructing two distributed energy stations, four 20-tonne gas-fired steam boilers, two natural gas gateways and approximately 7 kilometres of heat supply network. As at the date of the Second Supplemental Agreement, the JV Company has not commenced sales.

The Target Company has no business operation since its incorporation in January 2021 other than holding 50% of the equity interest in the JV Company since November 2021. The registered capital of the Target Company is RMB60.0 million (equivalent to approximately HK\$69.8 million). The JV Company will be treated as investment in joint venture in the book of the Target Company and the results of JV company will not be consolidated into the financial statements of the Target Company. A summary of the financial information of the JV Company derived from the unaudited financial information for the year ended 31 March 2024 and 31 March 2023 prepared in accordance with the generally accepted accounting principles in the PRC are as follows:

	Year ended 31 March 2023 '000 (unaudited)	Year ended 31 March 2024 '000 (unaudited)
Net loss before taxation	RMB(1,654) (equivalent to approximately HK\$(1,895))	RMB(2,212) (equivalent to approximately HK\$(2,436))
Net loss after taxation	RMB(1,654) (equivalent to approximately HK\$(1,895))	RMB(2,212) (equivalent to approximately HK\$(2,436))
Net asset value	RMB34,206 (equivalent to approximately HK\$39,074)	RMB31,994 (equivalent to approximately HK\$35,296)

A summary of the financial information of the Target Company derived from the unaudited financial information for the years ended 31 March 2024 and 31 March 2023 prepared in accordance with the generally accepted accounting principles in the PRC are as follows:

	Year ended	Year ended
	31 March 2023	31 March 2024
	'000	'000
	(unaudited)	(unaudited)
Net loss before taxation	RMB(1,356)	RMB(980)
	(equivalent to	(equivalent to
	approximately	approximately
	HK\$(1,554))	HK\$(1,079))

	Year ended 31 March 2023 '000 (unaudited)	Year ended 31 March 2024 '000 (unaudited)
Net loss after taxation	RMB(1,356) (equivalent to approximately HK\$(1,554))	RMB(980) (equivalent to approximately HK\$(1,079))
Net asset value	RMB17,880 (equivalent to approximately HK\$20,424)	RMB16,900 (equivalent to approximately HK\$18,644)

The original investment costs of 35% equity interest in the Target Company by the Vendor were approximately in the amount of RMB7.0 million (equivalent to approximately HK\$8.1 million).

The Target Company has incorporated in January 2021 and acquired the 50% of the equity interest in the JV Company in November 2021. The considerations involved is RMB20.0 million (equivalent to approximately HK\$23.3 million) being the original acquisition costs of 50% equity interest in the JV Company by the Target Company.

Prior to the acquisition by the Target Company, one of the 50% equity-interest owner of the JV Company unilaterally terminated the capital investment which led to the JV Company under pressures to settle the outstanding expenses and payment to the contractors.

The Vendor has over 25 years of experience in the energy industry and have a strong network connection with people of the same industry. The Vendor has acquaintance with the owners of the JV Company and was approached by them for cooperation during the shortage of funds of the JV Company for consideration of RMB20.0 million (equivalent to approximately HK\$23.3 million), including RMB6.0 million paid to the former 50% equity-interest owner and RMB14.0 million further capital injection to the JV Company. The consideration of RMB20.0 million (equivalent to approximately HK\$23.3 million) was not assessed based on any fair market valuation but it is an appropriate amount for investment during the shortage of funds of the JV Company. With the capital injection provided by the Target Company in November 2021, the JV Company resumes normal operation and the cash flow forecast as prepared by the management of the JV Company and the Vendor for valuation, indicates that the valuation result of the Target Company is HK\$52 million (rounded).

After completion of the Second Supplemental Agreement, the Target Company and JV Company will not be treated as subsidiaries of the Group and their results will not be consolidated into the consolidated financial statements of the Group.

GENERAL INFORMATION OF THE PARTIES

The Company, the Purchaser and the Group

The Company is an exempted company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Main Board of the Stock Exchange. The Purchaser is an indirect wholly-owned subsidiary of the Company through Beijing Jianxinyuan Trading Company Limited (北京 建新源貿易有限公司) and incorporated in the PRC with limited liability. The Purchaser is principally engaged in investment holding. The Group is principally engaged in energy and jewelry business in the PRC and Hong Kong.

Information of the Vendor

The Vendor is (i) a Director of the Company; (ii) the ultimate beneficial owner of 49% of the equity interest in Chengdu Kaibangyuan through Sichuan Huahan which is wholly owned by Zhongtouhongsheng, the entire equity interest in which is owned by the Vendor, is a substantial shareholder of the Chengdu Kaibangyuan, an indirect non-wholly owned subsidiary of the Company; and (iii) the ultimate beneficial owner of 65% of the equity interest in the Target Company of which the Company has a 35% equity interest. Hence, the Vendor is a connected person both at the Company and at the subsidiary level under the Listing Rules. The Board understands that there is no agreement, arrangement, understanding or undertaking, whether formal or informal and whether express or implied between (i) the Vendor and its connected person(s) and (ii) Resources Rich and its connected person(s) other than the Agreements.

Based on the information provided by the Vendor, the Vendor is a merchant and has worked in the energy industry for over 25 years.

Information of shareholder of the remaining 50% interest in the JV Company and its ultimate beneficial owner(s)

The JV Company is owned as to 50% by Huagang Gas Group Co., Ltd whose principal business activities include pipeline gas (natural gas) and bottled gas (liquefied petroleum gas). Huagang Gas Group Co., Ltd is owned as to 51% by Kunlun Energy Company Limited, a company listed on the main board of The Stock Exchange of Hong Kong Limited (stock code: 00135.HK) and 49% by Hebei Huayou Collective Assets Investment Management Centre whose principal business activities include managing and operating the collective assets of its parent company, North China Petroleum Administration Co., Ltd. North China Petroleum Administration Co., Ltd is wholly owned by China National Petroleum Corporation who is wholly owned by State-owned Assets Supervision and Administration Commission of the State Council.

EQUITY FUND RAISING ACTIVITIES IN THE PAST 12 MONTHS

The Company had not carried out any equity fund raising activities in the 12 months immediately preceding the Latest Practicable Date.

FINANCIAL EFFECTS OF THE SECOND SUPPLEMENTAL AGREEMENT

Since the Acquisition was completed in 5 December 2022, entering into the Second Supplemental Agreement would have no impact on the Company's liabilities. The Target Company and the JV Company would not become the subsidiaries of the Company and the financial results, assets and liabilities of the Target Company and the JV Company would not be consolidated into the Group's consolidated financial statements.

LISTING RULES IMPLICATIONS

Discloseable Transaction

As one or more of the applicable percentage ratios (as defined under the Listing Rules) in respect of the Acquisition was more than 5% but less than 25%, the Acquisition constituted a discloseable transaction of the Group under Chapter 14 of the Listing Rules.

Connected Transaction

As at the Latest Practicable Date, the Vendor, is (i) a Director of the Company; (ii) the ultimate beneficial owner of 49% of the equity interest in Chengdu Kaibangyuan through Sichuan Huahan which is wholly owned by Zhongtouhongsheng, the entire equity interest in which is owned by the Vendor, is a substantial shareholder of the Chengdu Kaibangyuan, an indirect non-wholly owned subsidiary of the Company; and (iii) the ultimate beneficial owner of 65% of the equity interest in the Target Company of which the Company has a 35% equity interest. Hence, the Vendor is a connected person both at the Company and at the subsidiary level under the Listing Rules, and the Acquisition constituted a connected transaction of the Group under Chapter 14A of the Listing Rules. The Acquisition and the issue of Convertible Bonds as Consideration, but for Rule 14A.37 of the Listing Rules, were subject to the reporting, announcement and the independent shareholders' approval requirements under Chapter 14 and Chapter 14A of the Listing Rules. The Second Supplemental Agreement constitutes a material variation of the terms of the Acquisition and therefore are subject to the same reporting, announcement and the independent shareholders' approval requirements under Chapter 14A of the Listing Rules.

The Company has applied for, and on 12 June 2024, the Stock Exchange has granted, a waiver from the requirement for the Company to convene a general meeting under Rule 14A.37 of the Listing Rules on the basis that: (i) to the best of the Directors' knowledge, information and belief having made all reasonable enquiries, no Shareholder had a material interest in the Acquisition and the Second Supplemental Agreement, and no Shareholder would be required to abstain from voting if the general meeting of the Company was convened to approve the Second Supplemental Agreement; and (ii) written approvals by Resources Rich which is directly interested in 204,718,000 Shares and such Shares constituted approximately 52.82% of the total number of Shares as at the Latest Practicable Date, had been obtained by the Company for the Second Supplemental Agreement in lieu of convening a general meeting. The written shareholder's approval by Resources Rich in relation to the Second Supplemental Agreement has already been obtained on 12 June 2024.

Mr. Zhang Bing is a Director of the Company. He does not hold any Share in the Company, and therefore cannot exercise any shareholder's vote on the Second Supplemental Agreement but has abstained from voting on the relevant board resolution. None of the other Directors has a material interest in the Second Supplemental Agreement and the variation contemplated thereunder and therefore none of the other Directors was required to abstain from voting on the relevant board resolutions in respect of approving the Second Supplemental Agreement.

INDEPENDENT BOARD COMMITTEE AND GRAM CAPITAL

The Independent Board Committee comprising Mr. Jin Qingjun, Ms. Sun Ivy Connie and Ms. Zhong Yingjie, Christina, all being independent non-executive Directors, has been formed to give advice to the Shareholders as to whether the transaction contemplated under the Second Supplemental Agreement are on normal commercial terms which are fair and reasonable so far as the Shareholders are concerned and are in the interests of the Company and the Shareholders as a whole, taking into consideration of the advice to be given by Gram Capital.

Gram Capital has been appointed as the Independent Financial Adviser to advise the Independent Board Committee and the Shareholders in respect of the Second Supplemental Agreement.

RECOMMENDATION

Your attention is also drawn to the letter from the Independent Board Committee set out on pages 17 to 18 of this circular, and the letter from Gram Capital, the Independent Financial Adviser, to the Independent Board Committee and the Shareholders set out on pages 19 to 28 of this circular in connection with the variation contemplated under the Second Supplemental Agreement and the principal factors and reasons considered by Gram Capital in arriving at such advice.

The Independent Board Committee, having taken into account the advice of Gram Capital, considers that the variation contemplated under the Second Supplemental Agreement, are in the interest of the Company and the Shareholders as a whole. The Independent Board Committee is also of the view that the terms of the Second Supplemental Agreement are on normal commercial terms and fair and reasonable so far as the Shareholders are concerned.

The Board (including the independent non-executive Directors) is of the view that although the Second Supplemental Agreement are not conducted in the ordinary and usual course of business of the Company, they are in the interests of the Company and the Shareholders as a whole.

The Board (including the independent non-executive Directors) would recommend the Shareholders to vote in favour of the Second Supplemental Agreement if a physical general meeting were to be convened for the purpose of consideration and if thought fit, approving the Second Supplemental Agreement.

ADDITIONAL INFORMATION

Your attention is drawn to the additional information set out in the appendices to this circular.

Yours faithfully, By Order of the Board Central Development Holdings Limited Wu Hao Chairman & Executive Director

LETTER FROM THE INDEPENDENT BOARD COMMITTEE

The following is the text of the letter of recommendation from Independent Board Committee to Independent Shareholders in relation to the Agreements, the transaction contemplated thereunder, the Proposed Acquisition and the issue of Convertible Bonds for the purpose of incorporation in this circular.



CENTRAL DEVELOPMENT HOLDINGS LIMITED

中發展控股有限公司 (Incorporated in the Cayman Islands with limited liability) (Stock Code: 475)

MATERIAL VARIATION OF THE TERMS OF DISCLOSEABLE AND CONNECTED TRANSACTION INVOLVING THE ISSUE OF CONVERTIBLE BONDS UNDER GENERAL MANDATE IN RELATION TO THE ACQUISITION OF 35% EQUITY INTEREST IN THE TARGET COMPANY

3 July 2024

To the Shareholders

Dear Sir or Madam,

We refer to the circular of the Company dated 3 July 2024 (the "**Circular**") to the Shareholders, of which this letter forms part. Unless the context otherwise requires, terms defined in the Circular shall have the same meanings when used herein.

We have been appointed by the Board to form the Independent Board Committee to consider and advise the Shareholders as to whether, in our opinion, the Second Supplemental Agreement are on normal commercial terms, fair and reasonable so far as the Shareholders are concerned and whether it is in the interests of the Company and the Shareholders as a whole. The appointment of Gram Capital as the Independent Financial Adviser to advise you and us in this regard has been approved by us. Details of its advice, together with the principal factors and reasons taken into consideration in arriving at such advice, are set out on pages 19 to 28 of the Circular.

We wish to draw your attention to the "Letter from the Board" and "Letter from Gram Capital" as set out on pages 4 to 16 and pages 19 to 28 to the Circular respectively.

LETTER FROM THE INDEPENDENT BOARD COMMITTEE

RECOMMENDATION

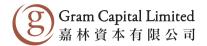
Having considered the terms and conditions of Second Supplemental Agreement, and taking into account the independent advice from Gram Capital, and in particular, the principal factors and reasons considered and opinion and recommendation as set out in its letter, we are of the opinion that although the Second Supplemental Agreement was not conducted in the ordinary and usual course of business of the Company, it is in the interests of the Company and the Shareholders as a whole. The Independent Board Committee is also of the view that the terms of the Second Supplemental Agreement are on normal commercial terms and fair and reasonable so far as the Shareholders are concerned.

As stated in the "Letter from the Board", the Stock Exchange has granted its approval to waive the physical general meeting requirement on 12 June 2024. We would recommend the Shareholders to vote in favour of the Second Supplemental Agreement if a physical general meeting were to be convened for the purpose of consideration and if thought fit, approving the Second Supplemental Agreement.

Yours faithfully, For and on behalf of the Independent Board Committee **Central Development Holdings Limited**

Jin Qingjun Independent non-executive Director Sun Ivy Connie Independent non-executive Director Zhong Yingjie, Christina Independent non-executive Director

Set out below is the text of a letter received from Gram Capital, the Independent Financial Adviser to the Independent Board Committee and Shareholders in respect of the Proposed Amendment for the purpose of inclusion in this circular.



Room 1209, 12/F. Nan Fung Tower 88 Connaught Road Central/ 173 Des Voeux Road Central Hong Kong

3 July 2024

To: The Independent Board Committee and the Shareholders of Central Development Holdings Limited

Dear Sir/Madam,

MATERIAL VARIATION OF THE TERMS OF DISCLOSEABLE AND CONNECTED TRANSACTION

INTRODUCTION

We refer to our appointment as the Independent Financial Adviser to advise the Independent Board Committee and the Shareholders in respect of the proposed amendment of certain terms of the Agreements pursuant to the Second Supplemental Agreement (the "**Proposed Amendment**"), details of which are set out in the letter from the Board (the "**Board Letter**") contained in the circular dated 3 July 2024 issued by the Company to the Shareholders (the "**Circular**"), of which this letter forms part. Terms used in this letter shall have the same meanings as defined in the Circular unless the context requires otherwise.

With reference to the Circular, the Purchaser (an indirect wholly-owned subsidiary of the Company), the Vendor, and the Target Company entered into the Equity Transfer Agreement dated 19 August 2022 and the First Supplemental Agreement dated 15 November 2022 in relation to the Acquisition. The Acquisition was completed on 5 December 2022. On 5 December 2022, the Company issued the Convertible Bonds to settle the Consideration.

With reference to the Board Letter,

(1) The Target Company advised the Company that the JV Company cannot obtain the Gas Business License by the deadline of 30 June 2024, as originally stated in the First Supplemental Agreement, and anticipates that the JV Company can only obtain the Gas Business License on or before 30 November 2025.

- (2) On 12 June 2024, the Purchaser entered into the Second Supplemental Agreement with the Vendor and the Target Company, in relation to the Proposed Amendment. Under the Second Supplemental Agreement, if the JV Company cannot obtain the Gas Business License on or before 30 November 2025, the Convertible Bonds will be automatically cancelled on 1 December 2025, the Company will re-transfer the shares of the Target Company to the Vendor and the Vendor will return the Convertible Bonds to the Company for nil consideration on or before 6 December 2025.
- (3) The Proposed Amendment constitutes a material variation of the terms of the Acquisition and is therefore subject to the reporting, announcement and the independent shareholders' approval requirements under Chapter 14 and Chapter 14A of the Listing Rules.
- (4) The Company applied for, and on 12 June 2024, the Stock Exchange granted, a waiver from the requirement for the Company to convene a general meeting under Rule 14A.37 of the Listing Rules on the basis that: (i) to the best of the Directors' knowledge, information and belief having made all reasonable enquiries, no Shareholder had a material interest in the Acquisition and the Second Supplemental Agreement, and no Shareholder would be required to abstain from voting if the general meeting of the Company was convened to approve the Second Supplemental Agreement; and (ii) written approvals by Resources Rich which is directly interested in 204,718,000 Shares and such Shares constituted approximately 52.82% of the total number of Shares as at the Latest Practicable Date, had been obtained by the Company for the Second Supplemental Agreement in lieu of convening a general meeting.

The Independent Board Committee comprising Mr. Jin Qingjun, Ms. Sun, Ivy Connie and Ms. Zhong Yingjie, Christina, being all of the independent non-executive Directors, has been formed to advise the Shareholders on (i) whether the terms of the Proposed Amendment are on normal commercial terms and are fair and reasonable; (ii) whether the Proposed Amendment is in the interests of the Company and the Shareholders as a whole and is conducted in the ordinary and usual course of the business of the Group; and (iii) how the Shareholders should vote in respect of the Proposed Amendment if a physical general meeting was to be convened for the purpose of consideration and if thought fit, approving the Proposed Amendment. We, Gram Capital Limited, have been appointed as the Independent Financial Adviser to advise the Independent Board Committee and the Shareholders in this respect.

INDEPENDENCE

During the past two years immediately preceding the Latest Practicable Date, Gram Capital was engaged as the independent financial adviser in relation to Acquisition, details of which were set out in the Company's circular dated 18 November 2022. Save for the aforesaid engagement, there was no other service provided by Gram Capital to the Company relating to any transaction of the Company during the past two years immediately preceding the Latest Practicable Date. Notwithstanding the aforesaid engagement, we were not aware of any relationships or interests between Gram Capital and the Company, or any other parties during the past two years immediately preceding the Latest Practicable Date that could be reasonably regarded as hindrance to Gram Capital's independence to act as the Independent Financial Adviser. Having considered the above and that none of the circumstances as set out under Rule 13.84 of the Listing Rules existed as at the Latest Practicable Date, we are of the view that we are independent to act as the Independent Financial Adviser.

BASIS OF OUR OPINION

In formulating our opinion to the Independent Board Committee and the Shareholders, we have relied on the statements, information, opinions and representations contained or referred to in the Circular and the information and representations as provided to us by the Directors. We have assumed that all information and representations that have been provided by the Directors, for which they are solely and wholly responsible, are true and accurate at the time when they were made and continue to be so as at the Latest Practicable Date. We have also assumed that all statements of belief, opinion, expectation and intention made by the Directors in the Circular were reasonably made after due enquiry and careful consideration. We have no reason to suspect that any material facts or information have been withheld or to doubt the truth, accuracy and completeness of the information and facts contained in the Circular, or the reasonableness of the opinion is based on the Directors' representation and confirmation that there is no undisclosed private agreement/arrangement or implied understanding with anyone concerning the Proposed Amendment. We consider that we have taken sufficient and necessary steps on which to form a reasonable basis and an informed view for our opinion in compliance with Rule 13.80 of the Listing Rules.

The Circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquires, confirm that to the best of their knowledge and belief the information contained in this circular is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement therein or the Circular misleading. We, as the Independent Financial Adviser, take no responsibility for the contents of any part of the Circular, save and except for this letter of advice.

We consider that we have been provided with sufficient information to reach an informed view and to provide a reasonable basis for our opinion. We have not, however, conducted any independent in-depth investigation into the business and affairs of the Company, the Vendor, the Target Company, the JV Company or their respective subsidiaries or associates, nor have we considered the taxation implication on the Group or the Shareholders as a result of the Proposed Amendment. Our opinion is necessarily based on the financial, economic, market and other conditions in effect and the information made available to us as at the Latest Practicable Date. Shareholders should note that subsequent developments (including any material change in market and economic conditions) may affect and/or change our opinion and we have no obligation to update this opinion to take into account events occurring after the Latest Practicable Date or to update, revise or reaffirm our opinion. In addition, nothing contained in this letter should be construed as a recommendation to hold, sell or buy any Shares or any other securities of the Company.

Lastly, where information in this letter has been extracted from published or otherwise publicly available sources, it is the responsibility of Gram Capital to ensure that such information has been correctly extracted from the relevant sources while we are not obligated to conduct any independent in-depth investigation into the accuracy and completeness of those information.

PRINCIPAL FACTORS AND REASONS CONSIDERED

In arriving at our opinion in respect of the Proposed Amendment, we have taken into consideration the following principal factors and reasons:

Information on the Group

With reference to the Board Letter, the Group is principally engaged in energy business and jewelry business in the PRC and Hong Kong.

Set out below are the audited consolidated financial information of the Group for the two years ended 31 March 2024 as extracted from the Company's annual results announcement for the year ended 31 March 2024 (the "2023/24 AR Announcement"):

	For the year ended 31 March 2024 ("FY2023/24")	For the year ended 31 March 2023 ("FY2022/23")	Year-on-year change
	HK\$'000	HK\$'000	%
Revenue	188,549	247,893	(23.94)
– Sales of jewelry products	18,000	26,709	(32.61)
– Sales of solar energy products	345	1,541	(77.61)
– Sales of refined oil	64,857	27,927	132.24
– Sales of liquefied natural gas			
(" LNG ")	105,347	191,716	(45.05)
Gross profit	7,736	4,645	66.54
Loss for the year attributable to owners of the Company	(31,050)	(11,906)	160.79

As illustrated in the above table, the Group's revenue for FY2023/24 decreased by approximately 23.94% as compared to that for FY2022/23. With reference to the 2023/24 AR Announcement, such decrease was mainly attributable to the result of decrease in the sales of LNG, as partially offset by increase in sales of refined oil. The Group's gross profit for FY2023/24 increased by approximately 66.54% as compared to that for FY2022/23. With reference to the 2023/24 AR Announcement, such increase was mainly caused by the combined effects of increased sales of refined oil with higher margin and decrease in write-down of inventories in cost of sales.

Loss attributable to owners of the Company for FY2023/24 increased by approximately 160.79% as compared to that for FY2022/23. With reference to the 2023/24 AR Announcement, such increase was mainly attributable to (i) change from net other gains for FY2022/23 to net other losses for FY2023/24; and (ii) increase in finance costs, as partially offset by (i) increase in gross profit as discussed above; and (ii) absence of equity-settled share-based payments.

With reference to the 2023/24 AR Announcement, over the next few years, the PRC will continue to steadily push for industry transformation, deepen the reform process of the oil and gas system, and actively build an efficient supply, storage and marketing system for natural gas. This indicates that natural gas consumption is expected to continue to grow steadily for some time to come. Despite the complexity and volatility of the global energy market, accelerating energy transformation, and increasing uncertainties, refined oil and LNG remain at the core of the world's energy supply. The Group will also capitalise on the business opportunities in the sale of oil and gas products and make positive contributions to the overall business.

Information of the Vendor

With reference to the Board Letter, the Vendor is (i) an Executive Director of the Company; (ii) the ultimate beneficial owner of 49% of equity interest in Chengdu Kaibangyuan, an indirect non-wholly owned subsidiary of the Company; and (iii) the ultimate beneficial owner of 65% of the equity interest in the Target Company. The Vendor is a connected person both at the Company and at the subsidiary level under the Listing Rules.

Information of the Target Company and JV Company

With reference to the Board Letter, the Target Company is principally engaged in investment holding. The Target Company is the beneficial owner of 50% of the entire registered and paid-up capital of the JV Company. The JV Company is principally engaged in the construction and operation of natural gas pipeline networks, the operation and maintenance of pipeline corridors, provision of residential heating, and the procurement, transportation and sale of natural gas in Mengcheng County, Anhui Province, the PRC. In 2019, the JV Company entered into a licensing agreement with the Housing and Urban-Rural Development Bureau of Mengcheng County, under which the JV Company was granted a 30-year license to supply heat and steam (except natural gas) to industrial, commercial and corporate entities and urban residents in the county planning area of Mengcheng County. As at the Latest Practicable Date, the JV Company (i) completed construction of two distributed energy stations, four 20-tonne gas-fired steam boilers and approximately 7 kilometres of heat supply network; (ii) was preparing for construction of a main natural gas gateway for obtaining natural gas from supplier(s) (the "Main Natural Gas Gateway"). As at the Latest Practicable Date, the JV Company had not commenced sales.

Set out below is the financial information of the Target Company for the two years ended 31 March 2024 prepared in accordance with the generally accepted accounting principles in the PRC as extracted from the Board Letter:

	For the year ended 31 March 2024 <i>RMB'000</i> (unaudited)	For the year ended 31 March 2023 <i>RMB'000</i> (unaudited)
Net loss before and after taxation	(1,356)	(980)
	As at 31 March 2024 RMB'000 (unaudited)	As at 31 March 2024 RMB'000 (unaudited)
Net asset value	17,880	16,900

Set out below is the financial information of the JV Company for the two years ended 31 March 2024 prepared in accordance with the generally accepted accounting principles in the PRC as extracted from the Board Letter:

	For the year ended 31 March 2024 <i>RMB'000</i> (unaudited)	For the year ended 31 March 2023 <i>RMB'000</i> (unaudited)
Net loss before and after taxation	(1,654)	(2,212)
	As at 31 March 2024 RMB'000 (unaudited)	As at 31 March 2024 RMB'000 (unaudited)
Net asset value	34,206	31,994

Further details of the Target Company and JV Company are set out in the section headed "INFORMATION OF THE TARGET COMPANY, THE JV COMPANY AND THEIR BUSINESSES" of the Circular.

Reasons for and benefits of the Proposed Amendment

With reference to the Board Letter, the PRC Legal Adviser provided the Legal Opinion which stated that the JV Company delayed in obtaining the following four certificate and permits (in respect of the Main Natural Gas Gateway) which are the prerequisites for applying for the Gas Business License application:

Certificate/Permits	Reason for delay	Status as at the Latest Practicable Date
Land certificate	Refusal of relocation by the local residents	Obtained on 12 October 2023
Construction land planning permit	Delay in obtaining the land certificate	Obtained on 25 October 2023
Construction project planning permit	Delay in obtaining the land certificate	Obtained on 29 April 2024
Construction permit (the "Construction Permit for Main Natural Gas Gateway")	Delay in obtaining the construction land planning permit and the construction project planning permit	Pending

With reference to the Board Letter and as confirmed by the Directors, the JV Company had not commenced the Gas Business License application as at the Latest Practicable Date. As aforementioned, the JV Company (i) completed construction of two distributed energy stations, four 20-tonne gas-fired steam boilers and approximately 7 kilometres of heat supply network; (ii) was constructing natural gas gateways ancillary to the aforesaid distributed energy stations; and (iii) was preparing for construction of the Main Natural Gas Gateway. As advised by the Directors, the JV Company will (i) commence construction of the Main Natural Gas Gateway after obtaining the Construction Permit for Main Natural Gas Gateway and expects to complete construction of the Main Natural Gas Gateway with all other necessary facilities by December 2024; (ii) commence trial operation for three to six months thereafter; and (iii) apply for the Gas Business License after completion of the aforesaid trial operation. According to the Legal Opinion, there is no legal impairment obstructing the JV Company from obtaining the Gas Business License, provided that (i) the JV Company completed construction of necessary infrastructure and facility; and (ii) there will be no illegal or non-compliant action under the progress of the Gas Business License application.

Given the above, the Purchaser entered into the Second Supplemental Agreement with the Vendor and the Target Company on 12 June 2024 in relation to the Proposed Amendment to allow more time for the JV Company to obtain the Gas Business License (failing which the Convertible Bonds will be automatically cancelled and the Purchaser will re-transfer the Sale Shares to the Vendor and the Vendor will return the Convertible Bonds to the Company for nil consideration).

With reference to the Board Letter, since the Acquisition was completed on 5 December 2022, entering into the Second Supplemental Agreement and the Proposed Amendment would have no impact on the Group's assets and liabilities.

With reference to the 2023/24 AR Announcement,

- (1) With gradual deepening of the PRC's dual carbon strategy, a comprehensive policy framework has been put in place that not only accelerates the clean and low-carbon transformation of society, but also encourages the replacement of traditional energy sources with environmentally friendly options, such as natural gas, in various sectors including industrial, construction, heating and transportation. As a highly efficient and green option in the low-carbon transition, natural gas holds a strategically important position in the synergistic development of multiple energy sources, and will serve as a transitional pillar on the road to achieving the dual carbon goal. Concurrently, the PRC is steadily pushing forward reforms in the industry and is committed to strengthening and improving its production, supply, storage and marketing systems for natural gas. According to industry forecasts, the supply and demand for natural gas will continue to rise and develop steadily.
- (2) In light of the above, the Group conducted the Acquisition in 2022 to maximise its operational and management strengths, which will also create synergies with the Group's existing natural gas and solar photovoltaic businesses, thereby enhancing the Group's overall resource allocation efficiency and strengthening the long-term development potential of the energy business. The Target Company will provide the Group with opportunities for future development, enriching the Group's business portfolio and further realising the Group's goal of becoming a supplier of a diversified range of energy products and solutions. The Group will also leverage the Target Company's existing industrial resources, brand image and extensive marketing experience to complement the Group's diversified energy business, thereby promoting the rapid development of the Group's diversified energy business.

As stated in the section headed "Information on the Group" above, the Group's revenue generated from sales of LNG represents approximately 77.34% and approximately 56.87% of the Group's total revenue for FY2022/23 and FY2023/24 respectively. Accordingly, the LNG business is one of the key businesses of the Group. The Acquisition is in-line with the Group's development strategy.

Having considered that:

- (i) the LNG business is one of the key businesses of the Group. The Acquisition is in-line with the Group's development strategy;
- (ii) the Proposed Amendment allows more time for the JV Company to obtain the Gas Business License (failing which the Convertible Bonds will be automatically cancelled and the Purchaser will re-transfer the Sale Shares to the Vendor and the Vendor will return the Convertible Bonds to the Company for nil consideration); and
- (iii) entering into the Second Supplemental Agreement and the Proposed Amendment would have no impact on the Group's assets and liabilities,

we are of the view that although the Proposed Amendment is not conducted in the ordinary and usual course of business of the Company, it is in the interests of the Company and its Shareholders as a whole.

Principal terms of the Proposed Amendment

Summarised below are the principal terms of the Proposed Amendment as contained in the Second Supplemental Agreement, details of which are set out in the Board Letter:

Date

12 June 2024 (after trading hours)

Parties

The Purchaser, the Vendor and the Target Company

Consideration

The Acquisition was completed on 5 December 2022. The Consideration of HK\$52,000,000 was settled by the Company allotting and issuing the Convertible Bonds to the Vendor on 5 December 2022. The Convertible Bonds have not been converted as they are subject to the condition that no transfer and/ or assignment of Convertible Bonds shall take place before JV Company obtains the Gas Business License.

Post-completion obligations of the Acquisition

With reference to the Board Letter, the Target Company has advised the Company that the JV Company cannot obtain the Gas Business License by the deadline of 30 June 2024, as originally stated in the First Supplemental Agreement, and anticipates that the JV Company can only obtain the Gas Business License on or before 30 November 2025. The Second Supplemental Agreement amends the Agreements accordingly. If the JV Company cannot obtain the Gas Business License on or before 30 November 2025, the Convertible Bonds will be automatically cancelled on 1 December 2025, the Company will transfer the shares of the Target Company to the Vendor and the Vendor will return the Convertible Bonds to the Company for nil consideration on or before 6 December 2025. Other terms of the Agreements remain valid.

As aforementioned, the Proposed Amendment allows more time for the JV Company to obtain the Gas Business License (failing which the Convertible Bonds will be automatically cancelled and the Purchaser will re-transfer the Sale Shares to the Vendor and the Vendor will return the Convertible Bonds to the Company for nil consideration).

In addition, entering into the Second Supplemental Agreement and the Proposed Amendment would have no impact on the Group's assets and liabilities.

Taking into account the above, we consider that the terms of the Proposed Amendment are fair and reasonable.

RECOMMENDATION

Having taken into consideration the factors and reasons as stated above, we are of the opinion that (i) the terms of the Proposed Amendment are on normal commercial terms and are fair and reasonable; and (ii) although the Proposed Amendment is not conducted in the ordinary and usual course of the business of the Company, they are in the interests of the Company and the Shareholders as a whole. Accordingly, we recommend the Independent Board Committee to advise the Shareholders to vote in favour of the resolution to be proposed at the EGM to approve the Proposed Amendment and we recommend the Shareholders to vote in favour of the resolution in this regard if a physical general meeting were to be convened for the purpose of consideration and if thought fit, approving the Proposed Amendment.

Yours faithfully, For and on behalf of **Gram Capital Limited Graham Lam** *Managing Director*

Note: Mr. Graham Lam is a licensed person registered with the Securities and Futures Commission and a responsible officer of Gram Capital Limited to carry out Type 6 (advising on corporate finance) regulated activity under the SFO. He has over 25 years of experience in investment banking industry.

APPENDIX I

1. **RESPONSIBILITY STATEMENT**

This circular, for which the Directors collectively and individually accept full responsibility, includes particulars given in compliance with the Listing Rules for the purpose of giving information with regard to the Company. The Directors, having made all reasonable enquires, confirm that to the best of their knowledge and belief the information contained in this circular is accurate and complete in all material respects and not misleading or deceptive, and there are no other matters the omission of which would make any statement herein or this circular misleading.

2. SHARE CAPITAL OF THE COMPANY

The authorised and issued share capital of the Company (i) as at the Latest Practicable Date; and (ii) immediately after the issue and allotment of the Conversion Shares (assuming there is no other change to the share capital of the Company prior to the issue and allotment of the Conversion Shares) will be as follows:

(i) As at the Latest Practicable Date

Authorised:	HK\$
10,000,000,000 Shares of HK\$0.01 each	100,000,000
Issued and fully paid or credited as fully paid:	
387,564,000 Shares of HK\$0.01 each	3,875,640

(ii) Immediately after the allotment and issue of the Conversion Shares upon the exercise in full of the conversion rights attached to the Convertible Bonds (assuming there is no other change to the share capital of the Company prior to the issue and allotment of the Conversion Shares)

Authorised:		HK\$
10,000,000,000	Shares of HK\$0.01 each	100,000,000
Issued and fully paid	d or credited as fully paid:	
387,564,000	Shares of HK\$0.01 each	3,875,640
	Conversion Shares to be allotted and issued upon the exercise of the conversion rights attached to the	
70,270,270	Convertible Bonds in full	702,703
457,834,270	Total	4,578,343

APPENDIX I

All the Shares in issue rank pari passu with each other in all respects, including the rights as to dividends, voting and return of capital. The Conversion Shares to be allotted and issued will, when issued and fully paid, rank pari passu in all respects with the then existing Shares in issue on the date of allotment and issue of the Conversion Shares.

No part of the share capital or any other securities of the Company is listed or dealt in on any stock exchange other than the Stock Exchange and no application is being made or is currently proposed or sought for the Shares or the Conversion Shares or any other securities of the Company to be listed or dealt in on any other stock exchange.

3. DIRECTORS' AND CHIEF EXECUTIVE'S INTERESTS AND SHORT POSITIONS IN SHARES, UNDERLYING SHARES AND DEBENTURES

As at the Latest Practicable Date, the interests and short positions of the Directors and chief executive of the Company in the Shares, underlying shares and debentures of the Company and its associated corporations (within the meaning of Part XV of the SFO), which were required to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO or which were required, pursuant to Section 352 of the SFO to be entered in the register referred to therein, or which were required to be notified to the Company and the Stock Exchange pursuant to the Model Code for Securities Transactions by Directors of Listed Issuers (the "Model Code") as contained in Appendix 10 to the Listing Rules, were as follows:

(i) Interest in Shares of the Company

Long Positions

Ordinary Shares of HK\$0.01 each

Name of Director	Capacity	Number of Shares held	Number of underlying Shares	Total interest	Approximate percentage total issued Shares
Mr. Hu Yangjun	Interests of controlled corporation and personal interest	207,784,000 ⁽¹⁾	387,000 ⁽²⁾	208,171,000	53.71%
Mr. Wu Hao	Personal interest	6,036,000	3,800,000 ⁽²⁾	9,836,000	2.54%
Mr. Chan Wing Yuen, Hubert	Personal interest	3,300,000	3,800,000 ⁽²⁾	7,100,000	1.83%
Mr. Zhang Bing	Personal interest	-	74,070,270(3)	74,070,270	19.11%
Mr. Li Wei Qi, Jacky	Personal interest	2,736,000	$1,530,000^{(2)}$	4,266,000	1.10%
Mr. Jin Qingjun	Personal interest	-	330,000 ⁽²⁾	330,000	0.09%

Notes:

(1) Mr. Hu Yangjun had a direct interest of 3,066,000 Shares and a deemed interest of 204,718,000 Shares held by Resources Rich, a company 50% owned by Mr. Hu Yangjun, within the meaning of Part XV of the SFO.

(2) These interests represented the interests in underlying Shares in respect of share options granted to the Directors under the Share Options Scheme.

(3) The interests in underlying Shares are comprised of the Share Options granted by the Company to subscribe for 3,800,000 Shares at exercise price of HK\$0.574 per Share to Mr. Zhang Bing under the share options scheme adopted on 9 September 2016 and the convertible bond of the Company in the principal amount of HK\$52,000,000 issued by the Company to convert for 70,270,270 Shares at conversion price of HK\$0.74 per Share to Mr. Zhang Bing.

Save as disclosed above, as at the Latest Practicable Date, no other Directors and chief executive of the Company had any interests and short positions in the Shares, underlying shares and debentures of the Company or any of its associated corporations (within the meaning of Part XV of the SFO) which were required to be notified to the Company and the Stock Exchange pursuant to Divisions 7 and 8 of Part XV of the SFO (including interests and short positions which any such Director was taken or deemed to have under such provisions of the SFO); or which was required, pursuant to section 352 of the SFO, to be entered in the register referred to therein, or which was required to be notified to the Company and the Stock Exchange pursuant to the Model Code.

(ii) Other Directors' interest

At the Latest Practicable Date, save as disclosed above, none of the Directors was a director or employee of a company which had or was deemed to have an interest or short position in the Shares or underlying shares in respect of equity derivatives of the Company which would fall to be disclosed to the Company under the provisions of Divisions 2 and 3 of Part XV of the SFO.

4. DIRECTORS' SERVICE CONTRACTS

As at the Latest Practicable Date, none of the Directors had any existing or proposed service contracts with any member of the Group (excluding contracts expiring or determinable by the employer within one year without payment of compensation, other than statutory compensation).

5. DIRECTORS' INTERESTS IN CONTRACTS OF SIGNIFICANCE

As at the Latest Practicable Date, none of the Directors was materially interested, directly or indirectly, in any contract or arrangement entered into by any member of the Group subsisting at the Latest Practicable Date and which is significant in relation to the business of the Group.

6. DIRECTORS' INTERESTS IN ASSETS AND CONTRACTS

As at the Latest Practicable Date, none of the Directors had any direct or indirect interest in any assets which had been acquired or disposed of by or leased to (or are proposed to be acquired or disposed of by or leased to) any member of the Group since 26 June 2024, being the date of the latest published audited financial statements of the Group. None of the Directors or any of their respective associates was materially interested in any contract or arrangement which was significant in relation to the business of the Group subsisting as at the Latest Practicable Date.

APPENDIX I

7. MATERIAL CONTRACTS

The following contracts (not being contracts in the ordinary course of business) have been entered into by members of the Group within the two years preceding the date of this circular and are or may be material:

- (i) the Equity Transfer Agreement;
- (ii) the First Supplemental Agreement;
- (iii) the Second Supplemental Agreement and
- (iv) the Convertible Bond Instrument.

8. LITIGATION

As at the Latest Practicable Date, the Company was not engaged in any material litigations or claims and no litigations or claims of material importance is pending or threatened against the Company.

9. DIRECTORS' INTERESTS IN COMPETING BUSINESS

As at the Latest Practicable Date, none of the Directors or any of their respective associates had any interests in businesses, which compete or are likely to compete, either directly or indirectly, with the business of the Group.

10. EXPERT AND CONSENT

The following is the qualifications of the expert who has given opinions or advice which is contained in this circular:

Name Qualification

Gram Capital Limited a licensed corporation to carry out Type 6 (advising on Corporate Finance) regulated activity under the SFO

- (i) As at the Latest Practicable Date, the above expert had no shareholding, directly or indirectly, in any member of the Group or any right (whether legally enforceable or not) to subscribe for or to nominate persons to subscribe for securities in any member of the Group.
- (ii) As at the Latest Practicable Date, the above expert did not have any interest, direct or indirect, in any assets which have been, since 26 June 2024 (being the date to which the latest published audited financial statements of the Company were made up), acquired or disposed of by or leased to, any member of the Group, or are proposed to be acquired or disposed of by or leased to any member of the Group.

- (iii) The above expert has given and has not withdrawn its written consent to the issue of this circular with the inclusion herein of its letter or report (as the case may be) and references to its name in the form and context in which it appears.
- (iv) The letter or report (as the case may be) from the above expert is given as of the date of this circular for incorporation therein.

11. NO MATERIAL ADVERSE CHANGE

As at the Latest Practicable Date, the Directors were not aware of any material adverse change in the financial or trading position of the Group since 26 June 2024, being the date to which the latest published audited financial statements of the Group were made up.

12. GENERAL

- (i) Unless otherwise stated, the English text of this circular shall prevail over the Chinese text in case of inconsistency.
- (ii) The company secretary of the Company is Mr. Chow Chi Shing ("Mr. Chow"). Mr. Chow graduated with a bachelor's degree in accounting from the Hong Kong University of Science and Technology. Mr. Chow is a member of the Hong Kong Institute of Certified Public Accountants and a fellow member of the Association of Chartered Certified Accountants in the United Kingdom.
- (iii) The registered office of the Company is situated at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands.
- (iv) The head office is situated at Room 2202, 22/F., Chinachem Century Tower, 178 Gloucester Road, Wanchai, Hong Kong.
- (v) The principal share registrar of the Company is Suntera (Cayman) Limited at Suite 3204, Unit 2A, Block 3, Building D, P.O. Box 1586, Gardenia Court, Camana Bay, Grand Cayman, KY1-1100, Cayman Islands.
- (vi) The branch share registrar and transfer office of the Company in Hong Kong is Tricor Investor Services Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong.

APPENDIX I

13. DOCUMENTS ON DISPLAY

Copies of the following documents will be published on the website of the Stock Exchange (www.hkexnews.hk) and the Company (www.475hk.com) in accordance with the Listing Rules from the date of this circular up to and including the date which is 14 days from the date of this circular:

- (i) the material contracts referred to in the paragraph headed "Material Contracts" in this Appendix;
- (ii) the written consents referred to in the paragraph headed "Expert and Consent" in this Appendix;
- (iii) the letter from the Board, the text of which is set out in the section headed "Letter from the Board" of this circular;
- (iv) the letter from the Independent Board Committee as set out from pages 17 to 18 in this circular;
- (v) the letter from Gram Capital, the Independent Financial Adviser, as set out from pages 19 to 28 in this circular; and
- (vi) this circular.