

SHARE PURCHASE AGREEMENT

BY AND BETWEEN

[Green Sands Fund D LLC]

AND

Sungo Charm Limited

Dated as of September 6, 2018

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EXHIBITS

<u>Exhibit A</u>	Form of Instrument of Transfer
<u>Exhibit B</u>	Form of the Deed of Adherence to the Shareholders Agreement
<u>Exhibit C</u>	Form of the Deed of Adherence to the Right of First Refusal and Co-Sale
<u>Agreement</u>	
<u>Exhibit D</u>	Non-compete Undertaking
<u>Exhibit E</u>	Deed of Voting Proxy

SHARE PURCHASE AGREEMENT

This SHARE PURCHASE AGREEMENT (this “Agreement”), dated as of September 6, 2018, is entered into by and between (i) [Green Sands Fund D, LLC], a company incorporated under the laws of [the State of Delaware, in United States of America], (the “Purchaser”), and (ii) Sungo Charm Limited, a company incorporated under the laws of British Virgin Islands (the “Selling Shareholder”).

WITNESSETH:

WHEREAS, the Selling Shareholder owns certain Shares (as defined below) in Xiaoju Kuaizhi Inc., an exempted company incorporated under the laws of the Cayman Islands (the “Company”);

WHEREAS, the Selling Shareholder desires to sell to the Purchaser, and the Purchaser desire to purchase from the Selling Shareholder, on the terms and subject to the conditions set forth herein, such number and type of Shares in Section 2.1;

NOW, THEREFORE, in consideration of the promises and the mutual covenants and agreements hereinafter contained, and intending to be legally bound, the Parties hereby agree as follows:

Article I

Definitions

Section 1.1 Certain Definitions. For purposes of this Agreement, the following terms shall have the meanings specified in this Section 1.1:

“Affiliate” means, with respect to any Person, any other Person that directly or indirectly through one or more intermediaries, Controls, or is Controlled by, or is under common Control with, such Person.

“Agreement” has the meaning ascribed to it in the Preamble.

“Business Day” means a day that is not a Saturday or Sunday or any other day on which banks in the PRC, Hong Kong, the Cayman Islands or the British Virgin Islands are required or authorized to be closed.

“Closing” has the meaning ascribed to it in Section 2.3.

“Closing Date” has the meaning ascribed to it in Section 2.3.

“Company” has the meaning ascribed to it in the Preamble.

“Company Ancillary Documents” means the Shareholders Agreement and the ROFR Agreement.

“Confidential Information” has the meaning ascribed to it in Section 5.2.

“Control” of a given Person means the power or authority, whether exercised or not, to direct the business, management and policies of such Person, directly or indirectly,

whether through the ownership of voting securities, by contract or otherwise, which power or authority shall conclusively be presumed to exist upon possession of beneficial ownership or power to direct the vote of more than fifty percent (50%) of the votes entitled to be cast at a meeting of the members or shareholders of such Person or power to control the composition of a majority of the board of directors (or similar governing body) of such Person; the term “Controlled” has the meaning correlative to the foregoing.

“Deed of Adherence to the Right of First Refusal and Co-Sale Agreement” a joinder document to the ROFR Agreement, in the form of Exhibit C attached hereto, duly executed by the Purchaser as of the date hereof which shall become effective upon the Closing.

“Deed of Adherence to the Shareholders Agreement” means a joinder document to the Shareholders Agreement, in the form of Exhibit B attached hereto, duly executed by each of the Purchaser as of the date hereof which shall become effective upon the Closing.

“Government Authority” means supranational, national, federal, state, municipal or local court, administrative body or other governmental or quasi-governmental entity or authority with competent jurisdiction exercising legislative, judicial, regulatory or administrative functions of or pertaining to supranational, national, federal, state, municipal or local government, including any department, commission, board, agency, bureau, subdivision, instrumentality or other regulatory, administrative, judicial or arbitral authority, and any securities exchange on which the securities of any Party or its Affiliates are listed.

“HKIAC Rules” has the meaning ascribed to it in Section 8.4(a).

“Law” means any national, federal, state, provincial, local or multinational law, statute or ordinance, common law, or any rule, regulation, directive, treaty provision, governmental guidelines or interpretations having the force of law, permits and orders of any Government Authority.

“Lien” means any lien (including tax lien), encumbrance, pledge, mortgage, security interest, charge, option, restrictive covenant, right of first refusal, right of first offer, easement or other restriction having similar effect.

“Memorandum and Articles” means the Memorandum of Association of the Company and the Articles of Association of the Company, as each may be amended and/or restated from time to time.

“Order” means any written order, injunction, judgment, decree, legally binding notice, ruling, writ, assessment or arbitration award of a Government Authority.

“Preferred Shares” means the Series A-15 preferred shares, par value US\$0.00002 per share, in the capital of the Company.

“Party” means a party to this Agreement.

“Person” means any individual, corporation, partnership, limited liability company, firm, joint venture, association, joint-stock company, trust, unincorporated organization, Government Authority or other entity.

“PRC” or “China” means the People’s Republic of China, excluding, for purposes of this Agreement, Hong Kong, Macau and Taiwan.

“Purchase Price” has the meaning ascribed to it in Section 2.2.

“ROFR Agreement” means the Amended and Restated Right of First Refusal and Co-Sale Agreement, dated as of April 28, 2017, among the Company, the Selling Shareholder and certain other parties therein.

“Securities Act” means the United States Securities Act of 1933, as amended, and the rules and regulations promulgated thereunder.

“Selling Shareholder” has the meaning ascribed to it in the Preamble.

“Shareholders Agreement” means the Amended and Restated Shareholders Agreement, dated as of January 11, 2018, among the Company, the Selling Shareholder and certain other parties therein.

“Shares” means the shares in the capital of the Company, being the Ordinary Shares and the Preferred Shares.

“Subsidiary” means any Person Controlled by the Company, directly or indirectly, whether through contractual arrangements or through ownership of equity securities, voting power or registered capital.

“Tax” or “Taxes” means (a) any national, provincial, municipal, or local taxes, charges, fees, levies, or other assessments, including all income (including enterprise income tax and individual income withholding tax), documentation (including stamp duty and deed tax), filing, recording and other taxes, charges, fees, levies, or other assessments of any kind whatsoever as applicable, (b) all interest, penalties (administrative, civil or criminal), or additional amounts imposed by any Government Authority in connection with any item described in clause (a) above, and (c) any form of transferor liability imposed by any Government Authority in connection with any item described in clauses (a) and (b) above.

“Transaction Documents” means this Agreement, the Joinder Agreement to the Shareholders Agreement, the Joinder Agreement to the Right of First Refusal and Co-Sale Agreement, and each of the other agreements and documents otherwise delivered pursuant to this Agreement.

“Transferred Shares” has the meaning ascribed to it in Section 2.1.

Section 1.2 Interpretation and Rules of Construction.

(a) Unless otherwise expressly provided, for purposes of this Agreement, the following rules of interpretation shall apply:

(i) the provision of a Table of Contents, the division of this Agreement into Articles, Sections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in construing or interpreting this Agreement;

(ii) any reference in this Agreement to an Article, Section, Exhibit or Schedule, such reference is to an Article or Section of, or a Schedule or Exhibit to, this Agreement, unless otherwise indicated. All Exhibits and Schedules hereto or referred to herein are hereby incorporated in and made a part of this Agreement as if set forth in full herein;

(iii) any reference in this Agreement to gender shall include all genders, and words imparting the singular number only shall include the plural and *vice versa*;

(iv) the word “including” or any variation thereof means (unless the context of its usage otherwise requires) “including, without limitation” and shall not be construed to limit any general statement that it follows to the specific or similar items or matters immediately following it;

(v) words such as “herein,” “hereinafter,” “hereof” and “hereunder” refer to this Agreement as a whole and not merely to a subdivision in which such words appear unless the context otherwise requires;

(vi) when calculating the period of time before which, within which or following which any act is to be done or step taken pursuant to this Agreement, the date that is the reference date in calculating such period shall be excluded;

(vii) the term “non-assessable,” when used with respect to any Shares, means that no further sums are required to be paid by the holders thereof in connection with the issue thereof; and

(viii) except as otherwise provided herein, any reference in this Agreement to \$ or US\$ means U.S. dollars, the lawful currency of the United States.

(b) In the event an ambiguity or question of intent or interpretation arises, no presumption or burden of proof shall arise favoring or disfavoring any Party by virtue of the authorship of any provision of this Agreement.

ARTICLE II

Sale and Purchase of Shares

Section 2.1 Sale and Purchase of Shares. Upon the terms and subject to the conditions contained herein, at the Closing, the Selling Shareholder shall sell to the Purchaser, and the Purchaser shall purchase from the Selling Shareholder, [REDACTED] Preferred Shares in the capital of the Company (the “Transferred Shares”), at [REDACTED] per share.

Section 2.2 Purchase Price. The purchase price for all Transferred Shares of the Selling Shareholder shall be [REDACTED] (the “Purchase Price”).

Section 2.3 Closing Date. Subject to the terms and conditions of this Agreement, the sale and purchase of all Transferred Shares of the Selling Shareholder as contemplated by this Agreement (the “Closing”) shall take place via the remote exchange of

electronic documents and signatures on a date on which all closing deliverables by the Selling Shareholder are available for delivery to the Purchaser, subject to the satisfaction or valid waiver of each of the conditions set forth in Article VI at or prior to the Closing (the date on which the Closing occurs, the “Closing Date”), unless another time, date or place is agreed to in writing by the Purchaser and the Selling Shareholder.

Section 2.4 Closing Deliveries by the Selling Shareholder. At the Closing, the Selling Shareholder shall deliver or cause to be delivered to the Purchaser, (a) an instrument of transfer in the form of Exhibit A hereto with respect to the Transferred Shares of the Selling Shareholder to be sold to the Purchaser, duly executed by the Selling Shareholder, (b) a scanned copy or copies of the share certificate in the name of the Purchaser, dated as of the Closing Date and duly executed on behalf of the Company, evidencing the ownership by the Purchaser of all of the Transferred Shares to be sold to the Purchaser, and (c) a scanned copy of the updated register of members of the Company, dated as of the Closing Date and duly certified by the registered agent of the Company (or its sub-agent), evidencing the ownership by the Purchaser of all of the Transferred Shares to be sold to the Purchaser.

Section 2.5 Closing Deliveries by the Purchaser. At the Closing, the Purchaser shall deliver or cause to be delivered to the Selling Shareholder: (a) an amount equal to the Purchase Price by wire transfer of immediately available funds in US\$ to one or more bank accounts designated by the Selling Shareholder prior to the Closing; (b) an instrument of transfer in the form of Exhibit A hereto with respect to the Transferred Shares of the Selling Shareholder to be sold to the Purchaser, duly executed by the Purchaser; (c) a joinder document to the ROFR Agreement, in the form of Exhibit C attached hereto, duly executed by the Purchaser as of the date hereof which shall become effective upon the Closing; (d) a joinder document to the Shareholders Agreement, in the form of Exhibit B attached hereto, duly executed by each of the Purchaser as of the date hereof which shall become effective upon the Closing; (e) Non-compete Undertaking, in the form of Exhibit D attached hereto, duly executed by each of the Purchaser as of the date hereof which shall become effective upon the Closing; and (f) Deed of Voting Proxy in the form of Exhibit E attached hereto, duly executed by each of the Purchaser as of the date hereof which shall become effective upon the Closing.

ARTICLE III

Representations and Warranties of the Selling Shareholder

The Selling Shareholder represents and warrants to the Purchaser that:

Section 3.1 Organization and Good Standing. The Selling Shareholder is duly organized, validly existing and in good standing (or equivalent status in the relevant jurisdiction) under the Laws of the jurisdiction of its incorporation or formation, and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted.

Section 3.2 Authorization. The Selling Shareholder has all requisite power and authority to execute and deliver this Agreement, to perform its obligations hereunder and to consummate the transactions contemplated hereby. The execution and delivery of this Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite corporate action on the part of the Selling Shareholder. This

Agreement has been duly and validly executed and delivered by the Selling Shareholder and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes the legal, valid and binding obligations of the Selling Shareholder, enforceable against it in accordance with their respective terms, subject to bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and similar Laws of general applicability relating to or affecting creditors' rights and to general equity principles (the "Enforceability Exceptions").

Section 3.3 Conflicts; Consents of Third Parties.

(a) None of the execution, delivery and performance by the Selling Shareholder of this Agreement or the consummation of the transactions contemplated hereby by the Selling Shareholder will breach or conflict with, or result in any violation of or default under (with or without notice or lapse of time, or both), any provision of (i) the memorandum and articles of association or comparable organizational documents of the Selling Shareholder, (ii) the Memorandum and Articles, (iii) the Company Ancillary Documents or (iv) any Law or Order applicable to the Selling Shareholder, in each case of the foregoing clauses (i) through (iv), except as would not materially and adversely affect the ability of the Selling Shareholder to consummate the transactions contemplated hereby.

(b) Except expressly set forth herein, no consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Government Authority or any other Person is required on the part of the Selling Shareholder in connection with the execution and delivery of this Agreement by the Selling Shareholder or consummation of the transactions contemplated hereby by the Selling Shareholder, except any such consent, waiver, approval, Order, Permit, declaration, filing or notification the absence of which would not materially and adversely affect the ability of the Selling Shareholder to consummate the transactions contemplated hereby.

Section 3.4 Ownership and Transfer of Shares. The Selling Shareholder is the sole record and beneficial owner of the Transferred Shares, free and clear of all Liens (except any Liens pursuant to the Memorandum and Articles, the Company Ancillary Agreements and applicable securities laws). The Selling Shareholder has the power to sell, transfer, assign and deliver its Transferred Shares as provided in this Agreement and, upon transfer and delivery of the Transferred Shares to the Purchaser and payment therefor in accordance with this Agreement and entry of the names of the Purchaser as the holder of the Transferred Shares in the register of members of the Company, such transfer and delivery will convey to the Purchaser good and marketable title to such Shares, free and clear of all Liens (except any Liens pursuant to the Memorandum and Articles, the Company Ancillary Agreements and applicable securities laws). Each Transferred Share of the Selling Shareholder is duly authorized, validly issued, fully paid and non-assessable.

Section 3.5 Rights and Restrictions Attached to the Transferred Shares. Except for the rights and restrictions attached to the Transferred Shares as provided in the Company Ancillary Documents and the Memorandum and Articles of the Company and any restrictions pursuant to applicable securities Laws, there are no other transfer restrictions on the Transferred Shares.

Section 3.6 No Amendment of Rights. The Selling Shareholder has not entered into any agreement, amendment agreement, supplemental agreement or other similar document with the Company and/or other shareholders of the Company for the purpose of

amending or changing the rights or interests of the Transferred Shares or of the Selling Shareholder under the Company Ancillary Documents and the Memorandum and Articles.

ARTICLE IV

Representations and Warranties of the Purchaser

The Purchaser represents and warrants to the Selling Shareholder that:

Section 4.1 Organization and Good Standing. The Purchaser is duly organized, validly existing and in good standing under the Laws of the jurisdiction of its incorporation or formation, and has all requisite corporate power and authority to own, lease and operate its properties and to carry on its business as now conducted.

Section 4.2 Authorization. The Purchaser has all requisite power and authority to execute and deliver this Agreement and the other Transaction Documents to which the Purchaser is a party, to perform its obligations hereunder and thereunder and to consummate the transactions contemplated hereby and thereby. The execution and delivery of this Agreement and the other Transaction Documents to which the Purchaser is a party and the consummation of the transactions contemplated hereby and thereby have been duly authorized by all requisite corporate action on the part of the Purchaser. This Agreement has been, and each of the other Transaction Documents to which the Purchaser is a party will be at or prior to the Closing, duly and validly executed and delivered by the Purchaser and (assuming the due authorization, execution and delivery by the other parties hereto and thereto) this Agreement constitutes, and the other Transaction Documents to which the Purchaser is a party will constitute, the legal, valid and binding obligations of the Purchaser, enforceable against it in accordance with their respective terms, subject to the Enforceability Exceptions.

Section 4.3 Conflicts; Consents of Third Parties.

(a) None of the execution, delivery and performance by the Purchaser of this Agreement or the other Transaction Documents to which the Purchaser is a party or the consummation of the transactions contemplated hereby or thereby by the Purchaser will breach or conflict with, or result in any violation of or default under (with or without notice or lapse of time, or both), any provision of (i) the memorandum and articles of association of the Purchaser; or (ii) any Order or Law applicable to the Purchaser, in each case of (i) and (ii), except as would not, individually or in the aggregate, materially and adversely affect the ability of the Purchaser to consummate the transactions contemplated by this Agreement or the other Transaction Documents to which the Purchaser is a party.

(b) No consent, waiver, approval, Order, Permit or authorization of, or declaration or filing with, or notification to, any Government Authority or any other Person is required on the part of the Purchaser in connection with the execution and delivery of this Agreement by the Purchaser or the other Transaction Documents or the consummation of the transactions contemplated hereby or thereby by the Purchaser, except any such consent, waiver, approval, Order, Permit, declaration, filing or notification the absence of which would not materially and adversely affect the ability of the Purchaser to consummate the transactions contemplated by this Agreement or the other Transaction Documents.

Section 4.4 Sufficiency of Funds. The Purchaser has sufficient available cash in United States dollars to pay the Purchase Price and all related fees and expenses for which it will be responsible, and affirms that it is not a condition to the Closing or any of its other obligations under this Agreement that it obtains financing for or related to any of the transactions contemplated hereby.

Section 4.5 Status of the Purchaser. The Purchaser is (i) purchasing the Transferred Shares outside the United States in compliance with Regulation S under the Securities Act, or (ii) is an “accredited investor” within the meaning of Securities and Exchange Commission Rule 501 of Regulation D, as presently in effect, under the Securities Act.

Section 4.6 Purchase for Own Account. The Purchaser is acquiring the Transferred Shares solely for investment for its principals, staff and certain selected high networth clients, and not with a view to the resale or distribution of any part thereof.

Section 4.7 Restricted Shares. The Purchaser understands and acknowledges that the Transferred Shares have not been and will not (at or prior to the Closing) be qualified or registered under the Securities Act or registered or listed publicly pursuant to any other applicable securities Laws of any other jurisdiction, on the ground that the sale provided for in this Agreement is exempt from registration under the Securities Act or the registration and listing requirements of any other applicable securities Laws, and that the reliance of the Selling Shareholder on such exemption is predicated in part on the accuracy of the Purchaser’s representations and warranties set forth in this Agreement. The Purchaser understands and acknowledges that the Transferred Shares are “restricted securities” within the meaning of Rule 144 of the Securities Act as they are being acquired from the Selling Shareholder in a transaction not involving a public offering and that the Transferred Shares may be viewed as restricted securities under any or all applicable securities Laws of any other jurisdiction. The Purchaser further understands and acknowledges that the Transferred Shares may be resold without registration under the Securities Act or any other applicable laws only in certain limited circumstances and that, in the absence of an effective registration statement covering the Transferred Shares or an available exemption from registration, the Transferred Shares must be held indefinitely.

Section 4.8 No Other Representations or Warranties. The Purchaser hereby acknowledges and agrees that: (a) except for the representations and warranties made by the Selling Shareholder contained in Article III, the Selling Shareholder does not make or has not made any other express or implied representation or warranty with respect to any matter whatsoever, including any matter related to the Selling Shareholder, the Company or any of the Subsidiaries or their respective organization, business, operations, assets, liabilities, condition (financial or otherwise) or prospects or any other information relating to the Selling Shareholder, the Company or any of the Subsidiaries, and (b) neither the Selling Shareholder nor any other person will have or be subject to any liability or other obligation to the Purchaser resulting from or the distribution or disclosure or failure to distribute or disclose to the Purchaser, or its use of, any information, unless to the extent of any information expressly set forth in the representations or warranties contained in Article III.

ARTICLE V

Covenants

Section 5.1 Further Assurances. Each Party shall use its commercially reasonable efforts to (a) take all actions necessary or appropriate and do all things (including to execute and deliver documents and other papers) necessary, proper or advisable to consummate the transactions contemplated by this Agreement and (b) cause the fulfillment at the earliest practicable date of all of the conditions to their respective obligations to consummate the transactions contemplated by this Agreement.

Section 5.2 Confidentiality and Publicity.

(a) A Receiving Party hereby agrees that it will, and will cause its respective Affiliates and its and their respective representatives to hold in strict confidence all information with respect to the other Parties, the Company and its Subsidiaries and their businesses, the terms and conditions of the Transaction Documents and the Company Ancillary Documents, any term sheet or memorandum of understanding entered into pursuant to the transactions contemplated hereby, all exhibits and schedules attached hereto and thereto, the transactions contemplated hereby and thereby, including their existence, and all non-public records, books, contracts, instruments, computer data and other data and information, whether in written, verbal, graphic, electronic or any other form, provided by a Disclosing Party or its representatives to a Receiving Party or its representatives (except to the extent that such information has been (i) already in such Receiving Party's possession prior to the disclosure or obtained by a Receiving Party from a source other than the Disclosing Parties or their representatives, provided that, to a Receiving Party's knowledge, such source is not prohibited from disclosing such information to it or its representatives by a contractual, legal or fiduciary obligation to the Disclosing Parties or their representatives, (ii) in the public domain through no breach of the confidentiality obligations under this Agreement by a Receiving Party, or (iii) independently developed by a Receiving Party or on its behalf) (the "Confidential Information"). Notwithstanding the foregoing, a Receiving Party may disclose the Confidential Information (A) to its shareholders and representatives so long as such persons are subject to appropriate nondisclosure obligations, (B) pursuant to Law or requests or requirements from any Government Authority or other applicable judicial or governmental order, or (C) with the prior written consent of the Disclosing Parties. In the event that a Receiving Party hereto is requested or required by Law, Government Authority or other applicable judicial or governmental order to disclose any Confidential Information, such Receiving Party shall, to the extent legally permissible, provide the Disclosing Parties with sufficient advance written notice of such request or requirement and, if requested by the Disclosing Parties (at the Disclosing Parties' sole expense), assist the Disclosing Parties in seeking a protective order or other appropriate remedy to limit or minimize such disclosure. Each Party, to the extent that it discloses Confidential Information, is referred to herein as a "Disclosing Party". Each Party, to the extent that it receives Confidential Information, is referred to herein as a "Receiving Party".

(b) No Party shall make, or cause to be made, any press release or public announcement in respect of this Agreement or the transactions contemplated hereby or otherwise communicate with any news media without the prior written consent of the Purchaser (in the case of a proposed release or announcement by any Selling Shareholder) or of the Selling Shareholder (in the case of a proposed release or announcement by any Purchaser), unless otherwise required by Law or Government Authority.

Article VI

Conditions to Closing

Section 6.1 Conditions Precedent to Obligations of the Purchaser. The obligation of the Purchaser to consummate the transactions contemplated by this Agreement is subject to the fulfillment, on or prior to the Closing Date, of each of the following conditions (any or all of which may be waived in writing by the Purchaser, in its sole discretion, in whole or in part):

(a) the representations and warranties in Article III shall be true and correct in all material respects when made and as of the Closing with the same force and effect as if made as of the Closing, except to the extent such representations and warranties relate to another date (in which case such representations and warranties shall be true and correct in all respects as of such other date with the same force and effect as if made as of such other date);

(b) the Selling Shareholder shall have made submissions to the Board of the Company, and the Board shall have approved this Agreement and the transactions contemplated hereunder, *i.e.*, granting the approval for the Selling Shareholder to sell the Transferred Shares, notwithstanding the existing transfer restrictions on the principle holders, one of whom is the sole record owner of all issued and outstanding shares in the capital of the Selling Shareholder;

(c) the Selling Shareholder shall have served the Company and applied to the Company to serve the other shareholders of the Company, with a notice of the right of first refusal with respect to the Transferred Shares, and neither the Company nor the shareholders of the Company has elected to exercise its right of first refusal within the notice period; and

(d) the Selling Shareholder shall have performed and complied with, in all material respects, each of the obligations and agreements required by this Agreement to be performed or complied with by them on or prior to the Closing Date.

Section 6.2 Conditions Precedent to Obligations of the Selling Shareholder. The obligations of the Selling Shareholder to consummate the transactions contemplated by this Agreement are subject to the fulfillment, prior to or on the Closing Date, of each of the following conditions (any or all of which may be waived in writing by the Selling Shareholder in its sole discretion in whole or in part):

(a) the representations and warranties in Article IV shall be true and correct in all respects when made and as of the Closing with the same force and effect as if made as of the Closing, except to the extent such representations and warranties relate to another date (in which case such representations and warranties shall be true and correct in all respects as of such other date with the same force and effect as if made as of such other date); and

(b) the Purchaser shall have performed and complied with, in all material respects, each of the obligations and agreements required by this Agreement to be performed or complied with by the Purchaser on or prior to the Closing Date.

ARTICLE VII

Termination

Section 7.1 Termination of Agreement. This Agreement may be terminated at any time prior to the Closing as follows:

(a) automatically on the 120th day after the date of this Agreement, if the Closing shall not have occurred on or prior to such date, unless such date is extended by the mutual written consent of the Selling Shareholder and the Purchaser; provided, however, that this Section 7.1(a) shall not apply if the failure of the Closing to occur by such date is caused by the breach by a Party of any of its representations, warranties, covenants or agreements herein, unless the non-breaching Parties have consented in writing to such termination;

(b) automatically on the day when the Board of the Company refuses to approve this Agreement and the transactions contemplated hereunder, or when the Company or any shareholder of the Company has elected to exercise its right of first refusal with respect to the Transferred Shares within the notice period; or

(c) by mutual written consent of the Selling Shareholder and the Purchaser.

Section 7.2 Procedure Upon Termination. In the event of termination by the Purchaser or the Selling Shareholder pursuant to Section 7.1 hereof, written notice of such termination shall forthwith be given to the other Parties, and this Agreement shall thereupon terminate without further action by any Party.

Section 7.3 Effect of Termination. In the event that this Agreement is validly terminated in accordance with Section 7.1 and Section 7.2, each of the Parties shall be relieved of their duties and obligations arising under this Agreement after the date of such termination and such termination shall be without liability to any Party; provided, that no such termination shall relieve any Party hereto from liability for a breach of any of its covenants or agreements or its representations and warranties contained in this Agreement prior to the date of termination, and provided, further, that Section 5.2, this Section 7.3, and Article VIII shall survive any such termination.

ARTICLE VIII

Miscellaneous

Section 8.1 Taxes. Each Party shall bear its own Taxes incurred in connection with the consummation of the transactions contemplated hereby and thereby.

Section 8.2 Expenses. Each Party shall bear its own costs and expenses incurred in connection with the negotiation and execution of this Agreement and each other Transaction Document and the consummation of the transactions contemplated hereby and thereby.

Section 8.3 Governing Law. This Agreement will be governed by and construed in accordance with the laws of Hong Kong without giving effect to any choice or conflict of law provision or rule thereof.

Section 8.4 Arbitration.

(a) Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration in Hong Kong in accordance with the Hong Kong International Arbitration Center Administered Arbitration Rules (the “HKIAC Rules”) in force when the notice of arbitration is submitted in accordance with the HKIAC Rules. The HKIAC Rules are deemed to be incorporated by reference to this clause. The tribunal shall be comprised of three arbitrators. The Purchaser and the Selling Shareholder shall each nominate one arbitrator and the third, who shall serve as president of the tribunal, shall be nominated by the party-nominated arbitrators. The arbitration shall be conducted in English. Each Party irrevocably and unconditionally consents to such arbitration as the sole and exclusive method of resolving any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, other than any proceedings to seek the remedies of specific performance as contemplated by Section 8.6.

(b) The award of the arbitral tribunal shall be final and binding on the Parties. The Parties agree that they will not have recourse to any judicial proceedings, in any jurisdiction whatsoever, for the purpose of seeking appeal, annulment, setting aside, modification or any diminution or impairment of its terms or effect insofar as such exclusion can validly be made. Judgment upon any award rendered may be entered in any court having jurisdiction thereof, or application may be made to such court for a judicial acceptance of the award and an order of enforcement, as the case may be.

Section 8.5 Entire Agreement; Amendments and Waivers. This Agreement (including the schedules and exhibits hereto) and the other Transaction Documents represent the entire understanding and agreement among the Parties with respect to the subject matter hereof and thereof. This Agreement can be amended, supplemented or changed, and any provision hereof can be waived, only by written instrument making specific reference to this Agreement signed by the Purchaser and the Selling Shareholder (who shall be deemed to have validly signed on behalf of all Selling Shareholder). No action taken pursuant to this Agreement, including any investigation by or on behalf of any Party, shall be deemed to constitute a waiver by the Party taking such action of compliance with any representation, warranty, covenant or agreement contained herein. The waiver by any Party hereto of a breach of any provision of this Agreement shall not operate or be construed as a further or continuing waiver of such breach or as a waiver of any other or subsequent breach. No failure on the part of any Party to exercise, and no delay in exercising, any right, power or remedy hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of such right, power or remedy by such Party preclude any other or further exercise thereof or the exercise of any other right, power or remedy.

Section 8.6 Specific Performance. The Parties acknowledge and agree that irreparable damage would occur if any provision of this Agreement were not performed in accordance with the terms hereof and that, prior to the termination of this Agreement in accordance with Article VII, each Party shall be entitled to specific performance of the terms hereof. It is accordingly agreed that prior to such termination, each Party shall be entitled to an injunction or injunctions to prevent such breaches of this Agreement and to enforce specifically (without proof of actual damages or harm, and not subject to any requirement for the securing or posting of any bond in connection therewith) such terms and provisions of

this Agreement, this being in addition to any other remedy to which each Party is entitled at law or in equity.

Section 8.7 Notices. All notices and other communications under this Agreement shall be in writing and shall be deemed effectively given (i) when delivered personally by hand (with written confirmation of receipt), (ii) when sent by fax (with written confirmation of transmission) or e-mail or (iii) two Business Days following the day sent by international overnight courier (with written confirmation of receipt), in each case at the following addresses and facsimile numbers (or to such other address or facsimile number as a party may have specified by notice given to the other party pursuant to this provision):

If to the Purchaser, to:

Green Sands Fund D, LLC.
220 Montgomery St, Suite 468, San Francisco, CA 94104
Tel: +1-585-414-7645
Email: reema@greensandsequity.com
Attention: Reema Khan

With a copy to (which shall not constitute notice):

[Company]
[Address]
Fax: [*]
Email: [*]
Attention: [*]

If to the Selling Shareholder, to:

Sungo Charm Limited
18/F, 68 Yee Wo Street, Causeway Bay, Hong Kong
Email: AlanLee@gawcapital.com
Attention: Alan Lee

With a copy (which shall not constitute notice) to:

Sungo Charm Limited
18/F, 68 Yee Wo Street, Causeway Bay, Hong Kong
Email: cathyfung@gawcapital.com
Attention: Cathy Fung

Section 8.8 Severability. If any term or other provision of this Agreement is invalid, illegal, or incapable of being enforced by any law or public policy, all other terms or provisions of this Agreement shall nevertheless remain in full force and effect so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party. Upon such determination that any term or other provision is invalid, illegal, or incapable of being enforced, the parties hereto shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as

closely as possible in an acceptable manner in order that the transactions contemplated hereby are consummated as originally contemplated to the greatest extent possible.

Section 8.9 Binding Effect; Assignment. This Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. Nothing in this Agreement shall create or be deemed to create any third party beneficiary rights in any person or entity not a party to this Agreement. No assignment of this Agreement or of any rights or obligations hereunder may be made by (i) any Selling Shareholder, directly or indirectly (by operation of law or otherwise), without the prior written consent of any Purchaser, and (ii) any Purchaser directly or indirectly (by operation of law or otherwise), without the prior written consent of the Selling Shareholder, and any attempted assignment in violation of this Section 8.9 shall be void.

Section 8.10 Counterparts. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original copy of this Agreement and all of which, when taken together, will be deemed to constitute one and the same agreement.

** REMAINDER OF PAGE INTENTIONALLY LEFT BLANK *

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first written above.

Purchaser:

Green Sands Fund D, LLC

A handwritten signature in black ink, appearing to be 'Reema Khan', written over a horizontal line.

By: _____

Name: [Reema Khan](#)

Title: [CEO/Managing Member](#)

IN WITNESS WHEREOF, the undersigned has caused this Agreement to be duly executed and delivered as of the date first written above.

Selling Shareholder:

Sungo Charm Limited

By: 
Name: Lee Kam Hung Alan
Title: Director