

借款合同

借款方：富邦投资有限公司（以下简称“甲方”）

地址：Akara Bldg, 24 De Castro Street, Wickhams Cay 1, Road Town, Tortola, British
Virgin Islands

贷款方：海亮集团有限公司（以下简称“乙方”）

地址：诸暨市店口镇解放路 386 号

For and on beha
RICH PRO INV
富 邦 投 资

甲方为进行 Asa 收购项目，向乙方申请借款，乙方业已审查批准，经双方协商，特订立本
合同，以便共同遵守。

第一条 借款种类

长期借款

第二条 借款用途

用于收购 Asa Resources Group SARL

第三条 借款金额

£ 35,803,889.79



第四条 借款方式

全部借款金额由甲方一次性提取

第五条 保证条款

- 1、甲方必须按照借款合同规定的用途使用借款,不得挪作他用,不得用借款进行违法活动。
- 2、甲方有义务接受乙方的检查、监督借款的使用情况,了解甲方的计算执行、经营管理、财务活动等情况。甲方应按乙方要求提供有关的计划、统计、财务会计报表及资料。
- 3、甲方应积极配合乙方对其经营情况及借款使用情况所做的调查了解及监督。
- 4、未经乙方事先书面同意,甲方不得采取任何方式转移或变相转移本合同项下的债务责任。
- 5、本合同项下甲方的一切义务均具有连续性,对其继承人、代理人、接管人、受让人及其合作、改组、更改名称等后的主体均具有完全的约束力。
- 6、乙方保证,在甲方的 Asa 收购项目结束前,不要求甲方偿还借款。

第六条 违约责任

- 1、甲方不按照本合同规定的用途使用借款,乙方有权立即收回部分或全部借款。
- 2、乙方未按期提供借款,应按违约数额和延期天数,付给甲方违约金。但因不可抗力或外汇管理部门审查、批准造成延误的除外。

第七条 争议解决

- 1、本合同适用中华人民共和国法律。
- 2、因本合同的执行而引起的任何争议,由当事人双方协商解决。协商不成,则由乙方注册地有管辖权的人民法院管辖。

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第八条 其他

1、本合同如有未尽事宜，须经合同双方当事人共同协商，作出补充约定，补充约定与本合同具有同等效力。

2、本合同一式两份，甲乙双方各执一份。

For and on behalf of
RICH PRO INVESTMENTS LIMITED
富邦投資有限公司

LIMITED
公司

甲方(公章):
Authorized Signature(s)

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Signature(s)

签署日期：2017年07月04日

乙方(公章):

签署日期：2017年07月04日



Loan Contract

For and
RICH
富 邦

Party A (Borrower) : Rich Pro Investment Co Ltd

Address: Akara Bldg, 24 De Castro Street, Wickhams Cay 1, Road Town, Tortola, British
Virgin Islands

Party B (Lender) : Hailiang Group Co Ltd

Address: No.386, Jiefang Road, Diankou Town, Zhuji City

Party A to request for a loan from Party B, for the purposes of acquiring Asa Resources
Group Plc ("Asa").

Party B has approved of the loan, and this contract has been entered into and agreed
upon by both parties on the basis of friendly negotiation.

Article 1. The type of loan

Long-term loan

Article 2. The purpose of loan

For the purposes of acquiring Asa.

Article 3. The amount of loan

£ 35,803,889.79



Article 4. The method of loans

Party A shall be paid in one lump sum.

Article 5. Guarantee

1. The loan shall be used in accordance with the purpose stated in this loan contract, shall not be used for any other purposes and shall not be used for illegal purposes.
2. Party B has the right to supervise the application of the loan proceeds and the execution methodology of the calculations. At the request of Party B, Party A shall provide the relevant plans, statistics, financial accounting reports and other information.
3. Party B has the right to investigate and supervise the company operation of Party A, to ascertain the repayment capacity of Party A, and Party A shall be liable to provide the relevant documentation.
4. Party A shall not transfer its debt liability under this contract to any other party without the prior written consent of Party B.
5. The obligation of Party A under this contract shall be continuous and fully binding on any party and successors in title or interest to its rights and obligations.
6. Party B guarantees that it shall not request for repayment of the loan before the acquisition of Asa has been completed.

Article 6. Default Liability

1. Should Party A use the loan for any purposes other than for the acquisition of Asa, Party B has the right to withdraw any portion or all of the loan proceeds immediately.
2. The loan shall be paid to Party A upon the signing of this contract, otherwise, Party B shall pay to Party A liquidated damages for their delay, and such damages shall be calculated in accordance with the amount outstanding and number of days of the breach, unless such delay was caused by force majeure events or foreign exchange administration approval issues.

Article 7. Dispute Settlement

1. This contract shall be governed by the law of the People's Republic of China.
2. In the event of any dispute arising from the performance of this contract, the Parties shall first attempt to resolve the dispute through friendly negotiation, and if such negotiation fails, the court located where Party B's registered address is shall have jurisdiction over the matter.

Article 8. Miscellaneous

1. In the event that there are any issues that are not covered in this contract, the Parties may negotiate and agree upon a supplemental agreement, and such supplemental agreement shall have the same legal effect as this contract.
2. This contract is executed in duplicates, and each party holds one copy, with each copy having the same legal effect as the other.
3. The English version of this loan contract is for reference only. If there are any

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inconsistencies between the Chinese and English versions of this contract, the Chinese version shall prevail for all purposes.

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ature(s)

For and on behalf of
RICH PRO INVESTMENTS LIMITED
富邦投資有限公司

Party A (signature/chop):
Authorized Signature(s)

Date: 05/07/2017

Party B (signature/chop):

Date: 05/07/2017

