Court File No. CV-16-11325-00CL

*ONTARIO*
**SUPERIOR COURT OF JUSTICE**
**COMMERCIAL LIST**

B E T W E E N :

**ERNST & YOUNG INC.**
**in its capacity as Court Appointed Receiver of**
**HANFENG EVERGREEN INC.**

Plaintiff

- and -

**YU XINDUO and LEI LI**

Defendants

# SECOND RESPONSE TO DEMAND FOR PARTICULARS

**THE PLAINTIFF,** in addition to its response provided on June 15, 2016, further replies to the Demand for Particulars served by the Defendants Yu Xinduo and Lei Li on May 11, 2016 as follows:

## A. Defendants' Knowledge of Falsity

1. In response to paragraphs 1(a)(ii), 1(b)(i), 1(c)(ii), 2(a)(ii) and 2(b)(i) of the Defendants' Demand for Particulars, which request particulars as to Yu and Lei's knowledge of the falsity of the representations alleged in paragraphs 7, 10, 13, 26, 29, 45 and 46 of the Statement of Claim, the Plaintiff relies upon Rule 25.06(8) which provides that where fraud or misrepresentation is alleged, "knowledge may be alleged as a fact without pleading the circumstances from which it is to be inferred."

2. In any event, as alleged at paragraph 27 of the Statement of Claim, Yu and Lei knew that their representations that Heilongjiang PengCheng Fertilizer Co., Ltd ("**HLJ Pengcheng**") was the arm's-length Purchaser of Hanfeng Slow-Release Fertilizer Co., Ltd. ("**Hanfeng China**") were false because Yu caused "Heilongjiang Harbin Pengcheng Fertilizer Co., Ltd." (emphasis added) ("**Harbin Pengcheng**") to be registered on August 4, 2014, four days before the Share Transfer Agreement was signed. Yu and Lei both knew that HLJ Pengcheng had no knowledge

of the Share Transfer Transaction and that all of their representations that it was the intended Purchaser, as particularized below, were false.

**B. Dates, Substance and Recipients of the Misrepresentations**

3. In response to the balance of the Defendants' Demand for Particulars, which requests particulars as to the substance and details of the representations made by Yu and Lei about the identity and corporate history of the Purchaser as alleged at paragraphs 7, 10, 13, 26, 29, 45 and 46 of the Statement of Claim and as to when, where, how and to whom the alleged representations were made, the Plaintiff provides the following particulars.

4. On the following dates, Yu and Lei provided documents to the Board of Directors ("**Board**") of Hanfeng Evergreen Inc. ("**Hanfeng**") or attended teleconference meetings with the Board and represented the identity of the Purchaser as HLJ Pengcheng, omitting to advise the true identity of the Purchaser as Harbin Pengcheng, knowing the falsity of those representations and omissions, as follows:

(a) On June 16, 2014, based on discussions with Yu and Lei, Joanne Yan advised Jonathan Pollack, Lead Director of Hanfeng, that HLJ Pengcheng "is an existing client of Hanfeng [China] and it has been doing business with Hanfeng [China] for some time" and also that "the bidder is independent of Hanfeng [China]". Contrary to these representations, the "bidder", Harbin Pengcheng, was not established until August 2014, was not an existing client of Hanfeng China and had not done business with Hanfeng China, which Yu and Lei knew at the time.

(b) On June 16, 2014, Lei forwarded Jonathan Pollack a "Letter of Intent for Acquisition" addressed to Hanfeng China and purportedly written by HLJ Pengcheng. Contrary to the representations in Lei's email, Lei knew that the Letter of Intent was not provided by HLJ Pengcheng and that HLJ Pengcheng had no knowledge of the purported letter of intent.

(c) On June 17, 2014, Yu and Lei arranged a call between Jonathan Pollack and a person that they identified as "Mr. Yanjia Ren" whom they falsely represented to be the Executive Vice President of HLJ Pengcheng. Contrary to this representation, Yu and Lei knew that Mr. Ren was not an executive or employee of HLJ Pengcheng. The purported purpose of the call was to discuss HLJ Pengcheng's expression of interest in acquiring Hanfeng China. Lei acted as interpreter on the call because Mr. Pollack and Mr. Ren did not share a common language and were unable to communicate directly.

(d) On June 19, 2014, Yu and Lei attended a Board meeting via teleconference. At that meeting, Yu represented to the Board that the intended Purchaser was HLJ Pengcheng. Yu reported that he had a conversation with Yibin Wang, whom Yu represented was a vice president of HLJ Pengcheng, with respect to HLJ Pengcheng's concerns about the risks facing Hanfeng China if the Share Transfer Transaction were to proceed. Yu indicated to the Board that his initial understanding from HLJ Pengcheng was that they would want him to make himself available to assist HLJ Pengcheng for a transition period of six to eight months after the acquisition to aid in dealing with those issues but he did not want to maintain any economic interest in Hanfeng China or make any commitment for a longer period of time. Yu also indicated that he would continue to consider HLJ Pengcheng's desire for him to remain a 20% owner of the business, and that Yu himself would not make an offer to acquire Hanfeng China as a third party bidder had emerged and he could not secure financing for the working capital that he would require following such an acquisition. Neither Yu nor Lei advised Hanfeng that HLJ Pengcheng was not the intended Purchaser and that he or she planned to later switch the name of the purchasing entity in the definitive agreement to be a company that was not affiliated in any way with the HLJ Pengcheng which Yu and Lei had represented to the Board was intending to acquire Hanfeng China.

(e) On June 29, 2014 Yu and Lei attended a Board meeting via teleconference. At that meeting, Yu represented the intended Purchaser to be HLJ Pengcheng. Yu stated that HLJ Pengcheng had performed extensive due diligence on Hanfeng China with external advisors and shared their concerns with respect to its inventory and the local government's tax source monitoring system. Yu also stated that HLJ Pengcheng insisted on retaining 20% of Mr. Yu's indirect equity interest in Hanfeng China (which he held as a 20% shareholder of Hanfeng) as a guarantee to mitigate the risks and potential liabilities. Yu stated that HLJ Pengcheng made it clear that having the guarantee was a necessary condition for the deal to proceed. Yu also stated to the Board that he felt that he and Hanfeng did not have any choice but for him to accept this term of HLJ Pengcheng's proposal, since there were no other likely buyers of Hanfeng China and it would take too long and be more expensive for Hanfeng to liquidate Hanfeng China under Chinese law. Neither Yu nor Lei advised Hanfeng that HLJ Pengcheng was not the intended Purchaser and that he or she planned to later switch the name of the purchasing entity in the definitive agreement to be a company that was not affiliated in any way with the HLJ Pengcheng which Yu and Lei had represented to the Board was intending to acquire Hanfeng China.

(f) On July 21, 2014 Yu attended a Board meeting via teleconference. At that meeting, Yu represented the intended Purchaser to be HLJ Pengcheng. Jonathan Pollack asked Yu to provide an update on the timeline of the Share Transfer Transaction with HLJ Pengcheng. Yu reported that he expected that the Share Transfer Agreement would be executed shortly, as HLJ Pengcheng had no major comments on the agreement. Yu also advised that the guarantee agreement between Yu and HLJ Pengcheng was still being negotiated. Yu promised to make an effort to complete and sign the agreement as soon as possible. Yu did not advise Hanfeng that HLJ Pengcheng was not the intended Purchaser and that he planned to later switch the name of the purchasing entity in the definitive agreement to be a company that was not affiliated in any way with the HLJ Pengcheng which Yu had represented to the Board was intending to acquire Hanfeng China.

(g) On July 31, 2014, Yu attended a Board meeting via teleconference. At that meeting, Yu represented the intended Purchaser to be HLJ Pengcheng and did not advise that HLJ Pengcheng was not the intended Purchaser and that he planned to later switch the name of the purchasing entity in the definitive agreement to be a company that was not affiliated in any way with the HLJ Pengcheng. Yu confirmed that he would explain the court approval process for the Share Transfer Transaction in Canada to the legal counsel for Hanfeng in China, Jiechang Liu, and the legal counsel for HLJ Pengcheng after the meeting.

(h) On August 5, 2014, Yu and Lei attended a Board meeting via teleconference. At that meeting, Yu represented the Purchaser to be HLJ Pengcheng. Yu reported that he had a conference call with HLJ Pengcheng and its legal counsel and that HLJ Pengcheng confirmed it was willing to sign the Share Transfer Agreement in the form last circulated by Hanfeng, provided that such execution would take place on Friday, August 8, 2014 at 8:00 a.m. Beijing time (such time being 8/8/2014 at 8:00 a.m., reflecting the fact that the number 8 is auspicious and considered to be a lucky number in Chinese culture). At that meeting, Richard Taylor, a representative of Deloitte LLP, reported on findings from a due diligence investigation regarding HLJ Pengcheng and its shareholders, including their reputation in China, their ability to satisfy the purchase price and any affiliations with Hanfeng directors, officers or employees. Despite being present at this meeting via teleconference, Lei and Yu failed to disclose that the subject of the due diligence investigation, HLJ Pengcheng, was not the intended Purchaser and that they planned to switch the name of the purchasing entity in the definitive agreement to be a company that was not affiliated in any way with HLJ Pengcheng.

(i) On August 6, 2014, counsel for Hanfeng delivered copies of the agreements to effect the Share Transfer Transaction to Chinese counsel for HLJ Pengcheng's execution. On each of the agreements, the Purchaser was identified as HLJ Pengcheng, not Harbin Pengcheng. A copy of the email from counsel for Hanfeng in Ontario to Chinese counsel for Hanfeng copying Lei is attached hereto at **Tab "A"**. On August 7, 2014 counsel for Hanfeng sent an email to Yu and Lei asking Yu to execute the agreements in the form last sent to Pengcheng (in which HLJ Pengcheng was identified as the Purchaser). A copy of the email from counsel for Hanfeng to Lei and Yu is attached hereto at **Tab "B"**. Neither Yu nor Lei advised Hanfeng that the intended Purchaser was not HLJ Pengcheng and that they planned to switch the name of the purchasing entity in the agreements to Harbin Pengcheng, an entity that is unrelated to HLJ Pengcheng.

(j) On August 7, 2014, counsel for Hanfeng circulated a copy of the draft press release to Yu that would be issued by Hanfeng the next day which stated that HLJ Pengcheng was the Purchaser of Hanfeng China. A copy of the email circulating the draft press release is attached at **Tab "C"**. The press release issued by Hanfeng and a Confirmation Agreement entered into between Yu and Hanfeng both identify the Purchaser as HLJ Pengcheng. Yu omitted to disclose that the intended Purchaser was not HLJ Pengcheng and that he planned to switch the name of the purchasing entity in the definitive agreement to be a company that was not affiliated in any way with HLJ Pengcheng.

(k) On August 7, 2014, Yu and Lei attended a Board meeting via teleconference. At that meeting, Yu represented the intended Purchaser to be HLJ Pengcheng. The logistics regarding the execution and delivery of the deal documentation were discussed and it was agreed that Mr. Yu could proceed with executing the Share Transfer Agreement on behalf of Hanfeng China once he had executed the Confirmation Agreement on his own behalf and delivered a signed version to Jonathan Pollack and Hanfeng's counsel. Neither Yu nor Lei advised Hanfeng that HLJ Pengcheng was not the intended Purchaser and that they planned to later switch the name of the purchasing entity in the definitive agreement to be a company that was not affiliated in any way with the HLJ Pengcheng which Yu and Lei had represented to the Board was intending to acquire Hanfeng China.

(l) On August 8, 2014 at 3:48AM, Yu and/or Lei, from the email address "office@hanfeng-group.com", sent an email to Jonathan Pollack, Lead Director of Hanfeng, and Hanfeng's counsel, copying Yu, Lei and Joanne Yan. The email attached scanned copies of only the executed signature pages for the agreements which did not contain a definition of or otherwise identify the Purchaser. The cover note advised that "Pengcheng hold [sic] one set of original executed agreements, and the other set for Hanfeng will be taken back by Mr. Yu when he returns to Canada." A copy of this email is attached hereto at **Tab "D"**.

(m) On August 8, 2014 at 8:40AM, Lei circulated an email with a subject line "full scan of Agreements" to Jonathan Pollack, copying Yu and Joanne Yan. Attached to Lei's email were scanned copies of documents which Lei purported were the agreements. However, contrary to the previous representations made by Lei and Yu that HLJ Pengcheng would be the purchasing entity, the word "Harbin" had been inserted by Lei and/or Yu in the definition of party "B" to the Agreements, such that Harbin Pengcheng, rather than HLJ Pengcheng as had been represented by Yu and Lei previously, was listed as the Purchaser. A copy of this email is attached hereto at **Tab "E"**.

(n) On August 13, 2014, Yu and Lei attended a Board meeting via teleconference. Yu reported that he had followed up with HLJ Pengcheng and advised that it was in the process of dealing with the necessary procedures for the payment with the local State Administration of Foreign Exchange in China and that he expected the process to be complete by the following Friday. Neither Yu nor Lei advised the Board that the Purchaser was Harbin Pengcheng, not HLJ Pengcheng.

5. The meetings described above and the substance of representations made therein are within the direct knowledge of Yu and Lei.

September 6, 2016

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Lawyers for the Defendants

# TAB A

**From:** Mike Devereux
**Sent:** Wednesday, August 06, 2014 5:51 PM
**To:** jchliu@goodwelllaw.com
**Cc:** 'Jonathan Pollack' (jonathan.pollack@kabdis.com); joanne (joanne@joanneyan.com); 'duo@hanfeng-group.com'; 'tony@iavmhk.com'; 'li_lei@rogers.com'; 'lei@hanfengevergreen.com'; Brian Pukier; Cathy Qi
**Subject:** Hanfeng
**Attachments:** #6281926-v2-hanfeng guarantee agreement (aug 6).DOC; #6281926-vpdf-hanfeng guarantee agreement (aug 6).PDF; #6281904-v2-hanfeng share transfer agreement (aug 6).DOC; #6281904-vpdf-hanfeng share transfer agreement (aug 6).PDF; #6281908-v2-hanfeng promissory note (aug 6).DOC; #6281908-vpdf-hanfeng promissory note (aug 6).PDF

Dear Mr. Liu,

Attached are the revised transaction documents with blacklines.

As we have mentioned numerous times, under Canadian law the promissory note cannot be assigned to Mr. Yu upon the liquidation of Hanfeng unless an equivalent or greater amount is then owing to Mr. Yu by Hanfeng (in respect of his shareholdings in Hanfeng and other amounts owing by Hanfeng). To avoid this issue, Mr. Yu and Hanfeng have an agreement that Mr. Yu will make up the difference if there is any and we have reflected this in the documents. Currently we expect that the amount that will be owing to Mr. Yu upon Hanfeng's liquidation will be equal to or greater than the amount of the promissory note.

Can you also please confirm that you are ok with their changes to Article 1.6 (this seems to suggest that the transaction will be complete before the final payment is made. Are you confident that we are adequately protected under the agreements in respect of this final payment. What happens if they do not make the final payment and the shares have been transferred?) and Article 2.1.4 (if this was a North American transaction, as Pengcheng is buying all of the shares, it would change the board and amend the articles post-closing itself and not as a pre-closing condition).

If you could please let us know that Pengcheng is signed off on the attached as soon as possible it would be appreciated.

Regards,

Mike

**Mike Devereux**
Tel : (416) 869-6803
mdevereux@stikeman.com

**From:** jchliu@goodwelllaw.com [mailto:jchliu@goodwelllaw.com]
**Sent:** Wednesday, August 06, 2014 9:30 AM
**To:** Mike Devereux
**Subject:** 转发：汉枫协议

Dear Mike,

1.Pengcheng has made some minor changes, with their explanations as below:

1)Deletion in Article 1.6 has been made as it is in conflict with Article 3.3.4 and Article 3.4.5;

2)Deletion in Article 2.1.4 has been made as restructuring the Board of Directors is part of the transaction, i.e., the transaction can be completed when the restructuring the BOD is finished.

2.Pengcheng still has some minor changes. That's why they think it is better to arrange the signing at 8:00 am on Friday morning.

3.And personally, the representations of Hanfeng contained in the agreement are appropriate for it to sign.

Best regards,

Liu Jiechang

**刘接昌**

Liu Jiechang

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发件人：孙律师<gaoshengsh@126.com>
发送日期：2014年08月06日 19:19
收件人：jchliu@goodwelllaw.com<jchliu@goodwelllaw.com>;
抄送人：hljpengcheng@163.com<hljpengcheng@163.com>;
主题：汉枫协议

刘律师，好！

我方基本没有意见，只是将前后有冲突的地方做了小调整。

孙华

# 保证协议

# Guarantee Agreement

甲方：黑龙江鹏程肥业有限公司

**Party A: Heilongjiang Pengcheng Fertilizer Co., Ltd.**

乙方：于薪铎

**Party B: Xinduo Yu**

鉴于：

**Whereas:**

1. 甲方与汉枫常绿有限公司（以下称“汉枫”）于 2014 年 8 月【6】日签订《股权转让协议》，根据协议规定，甲方将收购汉枫所持汉枫缓释肥料有限公司（以下称“目标公司”）全部股权；

   Party A and Hanfeng Evergreen Inc. (hereinafter referred to as “Hanfeng”) entered into the Share Transfer Agreement on August [8], 2014, under which, Party A agrees to purchase 100% equity shares of Hanfeng Slow-Release Fertilizer Co., Ltd. (hereinafter referred to as “Target Company”) owned by Hanfeng.

2. 乙方系汉枫大股东，同时担任目标公司董事长兼法定代表人；

   Party B is a big shareholder of Hanfeng, and also the Board Chairman and Legal Representative of the Target Company.

3. 根据《股权转让协议》第 3.2 条规定，甲方收购目标公司“总价款的 20%，即 4960 万人民币应通过乙方开具的承诺付款函支付”给汉枫，且汉枫同意，在汉枫清算时，按照第 2.1.7 条规定在收到甲方“全部转让价款（包括 20%承诺付款函）后，无条件且不可撤销地将乙方交付的承诺付款函以背书方式全部转让给于薪铎”，作为乙方过渡时期的履职及资金保证。

   As stipulated under Clause 3.2 of the Share Transfer Agreement, among the total transfer price for purchasing the Target Company, “20%, i.e 49,600,000 RMB shall be payable in a promissory note issued by Party B” to Hanfeng, and Hanfeng agrees to, upon the liquidation of Hanfeng, “unconditionally and irrevocably assign the promissory note issued by Party B to Mr. Xinduo Yu through endorsement upon receipt by Party A of the consideration as agreed to between Mr. Xinduo Yu and Party A" after Hanfeng's receipt of all the transfer price (including 20% in form of promissory note) from Party A in accordance with Clause 2.1.7 of the Share Transfer Agreement. The promissory note so assigned shall serve as guarantee of performance and fund for Party B during his transition period.

4. 乙方在此为甲方提供个人担保，根据本协议的条款和条件，乙方为目标公司潜在风险的担保额最高不超过承诺付款函金额，即人民币 4960 万人民币（以下称"担保款项"）。

   Party B hereby personally guarantees in favour of Party A for the potential risks facing the Target Company up to the amount of promissory note, i.e., 49,600,000 RMB (hereinafter referred to as the "Guarantee Amount") pursuant to the terms and conditions set out in this Agreement.

   乙方同意接受该承诺付款函的转让（如果承诺付款函被转让），按照承诺付款函的条款和条件将对该承诺付款函具有独立支配权，包括在其 12 个月过渡期（见第 1 条）满后收到款项的权利，以保证《股权转让协议》的全面履行。

   Party B agrees and accepts the transfer of promissory note (should it be assigned) and will own the independent right to dispose the promissory note subject to its terms and conditions, including the right to receive payment upon expiration of the 12-month transition period as stated in Clause 1, to ensure full performance of the Share Transfer Agreement.

为此，为保证股权收购完成后目标公司能够平稳过渡，经甲乙双方协商，达成如下担保协议：

Now therefore, to ensure the smooth and stable transition of the Target Company after the share transfer, upon negotiation, Party A and Party B have reached the following guarantee agreements:.

第1条　股权变更完成后，乙方同意按照甲方要求在目标公司继续过渡 12 个月，在此期间，甲方只支付乙方因工作需要出差所发生的交通、饮食和住宿等费用，不支付乙方任何薪资、红利、奖金或其他任何形式的薪酬。

Article 1: After the completion of the share transfer, Party B agrees to stay in the

Target Company for a transition period of 12 months as per the request of Party A. During this period, Party A will only pay for the travel, meals and accommodation expenses of Party B to the extent of work requirements; but no payroll, dividend, bonus or any other compensation in any form.

第2条　甲方在股权变更登记时，免去乙方在目标公司的董事长职务，为使目标公司最大限度免受第 3 条提及的各种潜在风险，经甲方要求，乙方同意继续担任目标公司法定代表人职务，在目标公司董事会的领导下，按甲方合理要求出席一些必要的场合，且目标公司董事会有权随时解除乙方的法定代表人职务。

Article 2: During the share transfer registration, Party A will remove Party B from his position of Board Chairman in the Target Company. To protect the Target Company from the various potential risks stipulated under Article 3 to the maximum extent, upon the request of Party A, Party B agrees to continue his service as legal representative of the Target Company under the leadership of the Board of Target Company, and attend some necessary events reasonably requested by Party A, while the Board of Target Company is entitled to remove Party B from his position of legal representative at any time.

第3条　乙方保证在 12 个月过渡期内尽商业合理努力维护目标公司利益，确保目标公司平稳过渡，最大限度免受如下风险，包括并不限于：

Article 3: Party B guarantees to take all commercially reasonable efforts during the 12-month transition period to safeguard the interest of the Target Company, ensure the smooth and steady transition of the Target Company, and protect it from the following risks to the maximum extent, including but not limited to:

3.1 员工遣散金超出约定数额的风险；

The risk that employee severance exceeds the agreed amount;

3.2 因甲方收购而导致的员工群体事件以及被解雇员工寻衅滋事等潜在风险；

Potential risks of employee group incidents and laid-off employee disturbance due to the purchase by Party A;

3.3 税源监控风险：因股权转让后投资方发生变化，目标公司原享有的税收优惠（“二免三减半”和“三年减半”，约人民币 1.7 亿）被追缴的风险；

Tax source supervision related risk: The risk that the tax incentives package (“Two-Year Exemptions and Three-Year Half Reduction” and “Three-Year Half Reduction”, totally representing RMB 170 million) enjoyed by the Target Company may be retroactively recovered by tax bureau due to changes to shareholders resulting from completion of share transfer;

3.4 因股权转让后经营业务发生变化，政府部门强制要求修复环境的风险；

The risk of environmental improvement required by government due to changes to business activities resulting from completion of share transfer;

3.5 交易税费失控的风险；

Risk related to the loss of control on the transaction tax and expense;

3.6 应收账款无法按期回收的风险；

Risk that the accounts receivable could not be collected in due time;

3.7 已预付款项的货物无法按期运抵的风险；

Risk that the goods paid in advance could not be delivered in due time;

3.8 汉枫股东代理权战争导致目标公司无领导管理期间，目标公司管理和运营产生的潜在资产担保、法律纠纷、公众舆论及其他风险；

Any risks related to potential assets guarantee, legal disputes, public judgment and all other risks concerning the management and operation of the Target Company during the period when there was no supervision at the Target company due to the proxy contest;

3.9 目标公司运营以来农化实验产生的次生灾害，和前期生产、销售等环节产生或引起的潜在法律纠纷风险；

Any risks of potential legal disputes caused by the potential secondary harm resulted from the agrochemical trials, previous production and sales of the Target Company since its operation;

第4条　在乙方 12 个月过渡期内，乙方保证不会采取任何法律允许的方式对该承

诺付款函的全部或部分进行任何方式的处置，包括但不限于转让、质押、让渡承诺付款函的全部或部分权利。

Article 4: Party B guarantees that he will not take any legal measures to dispose all or part of the promissory note during the 12-month transition period of Party B, including but not limited to transferring, pledging, and assigning all or part of the rights under the promissory note.

第5条　甲方保证

Article 5：Warranties by Party A

5.1 在乙方按照本协议约定在目标公司 12 个月过渡期满且完成本协议第 3 条和第 4 条保证的前提下，乙方对本协议下的任何金额不负有任何责任。

On the condition that Party B's 12 months' transition period in the Target Company expires and his guarantees stipulated under Article 3 and 4 are fulfilled as stipulated in this Agreement, Party B shall not be liable to Party A for any amount of money under this Agreement.

在乙方按照本协议约定在目标公司 12 个月过渡期满且完成本协议第 3 条和第 4 条保证且承诺付款函转让给了乙方的前提下，甲方承诺在乙方 12 个月过渡期满后 7 个工作日内，将承诺付款函款项按照《承诺付款函》相关规定以人民币方式全额支付给乙方；

On the condition that Party B's 12 months' transition period in the Target Company expires and his guarantees stipulated under Article 3 and 4 are fulfilled as stipulated in this Agreement and the promissory note is assigned to Party B, Party A warranties to pay the amount in the promissory note to Party B in full in RMB within 7 business days upon the expiration of the 12 months' transition period of Party B as per the relevant terms regulated in the "Promissory Note";

5.2 如果乙方未能全面完成第 3 条和第 4 条保证事项，并因此给甲方造成任何损失，且承诺付款函转让给了乙方，甲方将有权从承诺付款函金额中扣除相应损失额（最高不超过担保款项），并在乙方 12 个月过渡期满后 7 个工作日内，将剩余款项按照《承诺付款函》相关规定支付给乙方；

In case Party B fails to fulfill his guarantees under Article 3 and Article 4, and hence causes any loss to Party A and the promissory note is assigned to Party B, Party A is entitled to deduct the corresponding loss amount (with the maximum amount not exceeding the Guarantee Amount) from the promissory note, and will pay any amount remaining to Party B within 7 business days upon expiration of the 12 months' transition period of Party B as per the relevant terms regulated in the "Promissory Note".

第6条　违约责任

Article 6: Defaults

6.1 如乙方未能按照本协议约定在目标公司继续过渡 12 个月，并因此给甲方造成任何损失，且如果承诺付款函转让给了乙方，甲方将有权从承诺付款函金额中扣除相应损失额（最高不超过担保款项），并在乙方 12 个月过渡期满后 7 个工作日内，将剩余款项按照《承诺付款函》相关规定支付给乙方；

In case Party B fails to stay in the Target Company for a transition period of 12 months as stipulated in this Agreement, and hence causes any loss to Party A, and provided the promissory note is assigned to Party B, Party A is entitled to deduct the corresponding loss amount (with the maximum amount not exceeding the Guarantee Amount) from the promissory note, and will pay any amount remaining to Party B within 7 business days upon expiration of the 12 months' transition period of Party B as per the relevant terms regulated in the "Promissory Note".

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In case Party B fails to fulfill his guarantees under Article 3 and Article 4, and hence causes any loss to Party A, and provided the promissory note is assigned to Party B, Party A is entitled to deduct the corresponding loss amount (with the maximum amount not exceeding the Guarantee Amount) from the promissory note, and will pay any amount remaining to Party B within 7 business days upon expiration of the 12 months' transition period of Party B as per the relevant terms regulated in the "Promissory Note".

6.3 如甲方违反本协议约定，乙方有权终止本协议履行，且甲方需立即将承诺付款函金额全额支付给乙方（如果承诺付款函转让给了乙方）。

In case Party A breaches this Agreement, Party B is entitled to terminate this Agreement, and Party A shall pay the promissory note to Party B in full immediately, provided the promissory note is assigned to Party B.

第7条　法律适用与争议的解决

Article 7: Applicable Law and Dispute Resolution

7.1 本协议的订立、效力、变更、解释、履行、终止和由本协议产生或与本协议有关之争议的解决，均受中国（不包括中华人民共和国香港、澳门特别行政区及台湾）法律的管辖。

The formulation, validity, amendments, interpretation, implementation and termination, as well as the settlement of disputes arising out of or related to this Agreement, shall be governed by the laws of the People's Republic of China (excluding the Special Administration Regions of Hongkong and Macao, as well as Taiwan).

7.2 因履行本协议所发生的或与本协议有关的一切争议，双方应通过一切友好方式协商解决，如果协商不成，任何一方均有权提交中华人民共和国黑龙江省哈尔滨中级人民法院诉讼解决。

All disputes arising from the execution of, or in connection with, this Agreement shall be settled through amiable negotiation. In case no settlement can be reached through negotiation, any Party shall have the right to bring the lawsuit to Harbin Intermediate People's Court, Heilongjiang Province, People’s Republic of China

7.3 在诉讼过程中，对于本协议中不涉及诉讼内容的条款继续有效，双方必须继续履行。

During the litigation process, the remaining provisions unrelated to the lawsuit shall continue in full force and effect, which the both parties shall continue to perform.

第8条　本协议经双方签字盖章后生效，直至本协议项下担保款项到期结算清偿后失效。

Article 8: This Agreement shall become valid and binding upon signing and sealing by the both parties until the guarantee amount under this Agreement becomes due and

the payment is settled.

第9条　本协议生效后，任何一方不得擅自变更或提前解除本协议。

Article 9: After this Agreement comes into effect, any Party shall not amend or terminate this Agreement at its own free will.

第10条 本协议一式两份，甲、乙双方各执一份，每份具有同等法律效力。

Article 10: This Agreement shall be executed with each party one copy, and each copy bears the same legal effect.

（以下无正文）

(no text hereinafter)

甲方盖章：

Seal of Party A

授权代表签字：

Signature of the authorized representative:

乙方签字：

Signature of Party B:

见证人盖章：

Seal of Witness:

授权代表签字：

Signature of the authorized representative:

# 保证协议

# Guarantee Agreement

甲方：黑龙江鹏程肥业有限公司

**Party A: Heilongjiang Pengcheng Fertilizer Co., Ltd.**

乙方：于薪铎

**Party B: Xinduo Yu**

鉴于：

**Whereas:**

1. 甲方与汉枫常绿有限公司（以下称"汉枫"）于2014年8月【6】日签订《股权转让协议》，根据协议规定，甲方将收购汉枫所持汉枫缓释肥料有限公司（以下称"目标公司"）全部股权；

   Party A and Hanfeng Evergreen Inc. (hereinafter referred to as "Hanfeng") entered into the Share Transfer Agreement on August [~~6~~8], 2014, under which, Party A agrees to purchase 100% equity shares of Hanfeng Slow-Release Fertilizer Co., Ltd. (hereinafter referred to as "Target Company") owned by Hanfeng.

2. 乙方系汉枫大股东，同时担任目标公司董事长兼法定代表人；

   Party B is a big shareholder of Hanfeng, and also the Board Chairman and Legal Representative of the Target Company.

3. 根据《股权转让协议》第3.2条规定，甲方收购目标公司"总价款的20%，即4960万人民币应通过乙方开具的承诺付款函支付"给汉枫，且汉枫同意，在汉枫清算时，按照第2.1.7条规定在收到甲方"全部转让价款(包括20%承诺付款函）后，无条件且不可撤销地将乙方交付的承诺付款函以背书方式全部转让给于薪铎"，作为乙方过渡时期的履职及资金保证。

   As stipulated under Clause 3.2 of the Share Transfer Agreement, among the total transfer price for purchasing the Target Company, "20%, i.e 49,600,000 RMB shall be payable in a promissory note issued by Party B" to Hanfeng, and Hanfeng agrees to, upon the liquidation of Hanfeng, "unconditionally and irrevocably assign the promissory note issued by Party B to Mr. Xinduo Yu through endorsement upon receipt by Party A of the consideration as agreed to between Mr. Xinduo Yu and Party A" after Hanfeng's receipt of all the transfer price (including 20% in form of promissory note) from Party A in accordance with Clause 2.1.7 of the Share Transfer Agreement. The promissory note so assigned shall serve as guarantee of performance and fund for Party B during his transition period.

4. 乙方在此为甲方提供个人担保，根据本协议的条款和条件，乙方为目标公司潜在风险的担保额最高不超过承诺付款函金额，即人民币4960万人民币（以下称“担保款项”）。

Party B hereby personally guarantees in favour of Party A for the potential risks facing the Target Company up to the amount of promissory note, i.e., 49,600,000 RMB (hereinafter referred to as the “Guarantee Amount”) pursuant to the terms and conditions set out in this Agreement.

乙方同意接受该承诺付款函的转让（如果承诺付款函被转让），按照承诺付款函的条款和条件将对该承诺付款函具有独立支配权，包括在其12个月过渡期（见第1条）满后收到款项的权利，以保证《股权转让协议》的全面履行。

Party B agrees and accepts the transfer of promissory note (should it be assigned) and will own the independent right to dispose the promissory note subject to its terms and conditions, including the right to receive payment upon expiration of the 12-month transition period as stated in Clause 1, to ensure full performance of the Share Transfer Agreement.

为此，为保证股权收购完成后目标公司能够平稳过渡，经甲乙双方协商，达成如下担保协议：

Now therefore, to ensure the smooth and stable transition of the Target Company after the share transfer, upon negotiation, Party A and Party B have reached the following guarantee agreements:.

第1条 股权变更完成后，乙方同意按照甲方要求在目标公司继续过渡12个月，在此期间，甲方只支付乙方因工作需要出差所发生的交通、饮食和住宿等费用，不支付乙方任何薪资、红利、奖金或其他任何形式的薪酬。

Article 1: After the completion of the share transfer, Party B agrees to stay in the Target Company for a transition period of 12 months as per the request of Party A. During this period, Party A will only pay for the travel, meals and accommodation expenses of Party B to the extent of work requirements; but no payroll, dividend, bonus or any other compensation in any form.

第2条　甲方在股权变更登记时，免去乙方在目标公司的董事长职务，为使目标公司最大限度免受第3条提及的各种潜在风险，经甲方要求，乙方同意继续担任目标公司法定代表人职务，在目标公司董事会的领导下，按甲方合理要求出席一些必要的场合，且目标公司董事会有权随时解除乙方的法定代表人职务。

Article 2: During the share transfer registration, Party A will remove Party B from his position of Board Chairman in the Target Company. To protect the Target Company from the various potential risks stipulated under Article 3 to the maximum extent, upon the request of Party A, Party B agrees to continue his service as legal representative of the Target Company under the leadership of the Board of Target Company, and attend some necessary events reasonably requested by Party A, while the Board of Target Company is entitled to remove Party B from his position of legal representative at any time.

第3条　乙方保证在12个月过渡期内尽商业合理努力维护目标公司利益，确保目标公司平稳过渡，最大限度免受如下风险，包括并不限于：

Article 3: Party B guarantees to take all commercially reasonable efforts during the 12-month transition period to safeguard the interest of the Target Company, ensure the smooth and steady transition of the Target Company, and protect it from the following risks to the maximum extent, including but not limited to:

3.1 员工遣散金超出约定数额的风险；

The risk that employee severance exceeds the agreed amount;

3.2因甲方收购而导致的员工群体事件以及被解雇员工寻衅滋事等潜在风险；

Potential risks of employee group incidents and laid-off employee disturbance due to the purchase by Party A;

3.3 税源监控风险：因股权转让后投资方发生变化，目标公司原享有的税收优惠（“二免三减半”和“三年减半”，约人民币1.7亿）被追缴的风险；

Tax source supervision related risk: The risk that the tax incentives package ("Two-Year Exemptions and Three-Year Half Reduction" and "Three-Year Half Reduction", totally representing RMB 170 million) enjoyed by the Target Company may be retroactively recovered by tax bureau due to changes to shareholders resulting from completion of share transfer;

3.4 因股权转让后经营业务发生变化，政府部门强制要求修复环境的风险；

The risk of environmental improvement required by government due to changes to business activities resulting from completion of share transfer;

3.5 交易税费失控的风险；

Risk related to the loss of control on the transaction tax and expense;

3.6 应收账款无法按期回收的风险；

Risk that the accounts receivable could not be collected in due time;

3.7已预付款项的货物无法按期运抵的风险；

Risk that the goods paid in advance could not be delivered in due time;

3.8汉枫股东代理权战争导致目标公司无领导管理期间，目标公司管理和运营产生的潜在资产担保、法律纠纷、公众舆论及其他风险；

Any risks related to potential assets guarantee, legal disputes, public judgment and all other risks concerning the management and operation of the Target Company during the period when there was no supervision at the Target company due to the proxy contest;

3.9目标公司运营以来农化实验产生的次生灾害，和前期生产、销售等环节产生或引起的潜在法律纠纷风险；

Any risks of potential legal disputes caused by the potential secondary harm resulted from the agrochemical trials, previous production and sales of the Target Company since its operation;

第4条 在乙方12个月过渡期内，乙方保证不会采取任何法律允许的方式对该承诺付款函的全部或部分进行任何方式的处置，包括但不限于转让、质押、让渡承诺付款函的全部或部分权利。

Article 4: Party B guarantees that he will not take any legal measures to dispose all or part of the promissory note during the 12-month transition period of Party B, including but not limited to transferring, pledging, and assigning all or part of the rights under the promissory note.

第5条 甲方保证

Article 5：Warranties by Party A

5.1在乙方按照本协议约定在目标公司12个月过渡期满且完成本协议第3条和第4条保证的前提下，乙方对本协议下的任何金额不负有任何责任。

On the condition that Party B's 12 months' transition period in the Target Company expires and his guarantees stipulated under Article 3 and 4 are fulfilled as stipulated in this Agreement, Party B shall not be liable to Party A for any amount of money under this Agreement.

在乙方按照本协议约定在目标公司12个月过渡期满且完成本协议第3条和第4条保证且承诺付款函转让给了乙方的前提下，甲方承诺在乙方12个月过渡期满后7个工作日内，将承诺付款函款项按照《承诺付款函》相关规定以人民币方式全额支付给乙方；

On the condition that Party B's 12 months' transition period in the Target Company expires and his guarantees stipulated under Article 3 and 4 are fulfilled as stipulated in this Agreement and the promissory note is assigned to Party B, Party A warranties to pay the amount in the promissory note to Party B in full in RMB within 7 business days upon the expiration of the 12 months' transition period of Party B as per the relevant terms regulated in the "Promissory Note";

5.2 如果乙方未能全面完成第3条和第4条保证事项，并因此给甲方造成任何损失，且承诺付款函转让给了乙方，甲方将有权从承诺付款函金额中扣除相应损失额（最高不超过担保款项），并在乙方12个月过渡期满后7个工作日内，将剩余款项按照《承诺付款函》相关规定支付给乙方；

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In case Party B fails to stay in the Target Company for a transition period of 12 months as stipulated in this Agreement, and hence causes any loss to Party A, and provided the promissory note is assigned to Party B, Party A is entitled to deduct the corresponding loss amount (with the maximum amount not exceeding the Guarantee Amount) from the promissory note, and will pay any amount remaining to Party B within 7 business days upon expiration of the 12 months' transition period of Party B as per the relevant terms regulated in the "Promissory Note".

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In case Party B fails to fulfill his guarantees under Article 3 and Article 4, and hence causes any loss to Party A, and provided the promissory note is assigned to Party B, Party A is entitled to deduct the corresponding loss amount (with the maximum amount not exceeding the Guarantee Amount) from the promissory note, and will pay any amount remaining to Party B within 7 business days upon expiration of the 12 months' transition period of Party B as per the relevant terms regulated in the "Promissory Note".

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Article 9: After this Agreement comes into effect, any Party shall not amend or terminate this Agreement at its own free will.

第10条 本协议一式两份，甲、乙双方各执一份，每份具有同等法律效力。

Article 10: This Agreement shall be executed with each party one copy, and each copy bears the same legal effect.

（以下无正文）

(no text hereinafter)

甲方盖章：

Seal of Party A

授权代表签字：

Signature of the authorized representative:

乙方签字：

Signature of Party B:

见证人盖章：

Seal of Witness:

授权代表签字：

Signature of the authorized representative:

Document comparison by Workshare Professional on Wednesday, August 06, 2014 5:42:38 PM

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| Description | SETOR1-#6281926-v2-hanfeng_guarantee_agreement_(aug_6) |
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| Deletions | 2 |
| Moved from | 0 |
| Moved to | 0 |
| Style change | 0 |
| Format changed | 0 |
| Total changes | 5 |

# Share Transfer Agreement

# 股权转让协议书

**Seller ('Party A'): Hanfeng Evergreen Inc.**

出让方（甲方）：汉枫常绿有限公司

By its authorized signatory, Xinduo Yu　　Position: CEO
授权签字人：于薪铎　　职务：首席执行官
Address: Toronto, Ontario, Canada
地址:加拿大安多略省多伦多市

**Buyer ('Party B'): Heilongjiang Pengcheng Fertilizer Co., Ltd.**

受让方（乙方）：黑龙江鹏程肥业有限公司
By its authorized signatory,　　Position:
授权签字人：　　职务：
Address: Tsitsihar, Heilongjiang,China
地址:中国黑龙江省齐齐哈尔市

Whereas:

鉴于：

1. **Hanfeng Slow-Release Fertilizer Co., Ltd.** is a company legally registered and established in China , validly existing as a limited liability company in accordance with the laws of China (hereinafter referred to as the 'Target Company'):
   Registration number: 230223100012253
   Legal address: Shangzhi Economic Development Zone, Heilongjiang
   Business scope: Compound and blend fertilizer manufacture
   Legal representative:
   Registered capital:

黑龙江汉枫缓释肥料有限公司是一家在中国合法注册成立并有效存续的有限责任公司（以下简称“目标公司”）：

注册号为：230223100012253

法定地址为：黑龙江省尚志市经济开发区

经营范围为：复混肥料制造

2. **Hanfeng Evergreen Inc.** (hereinafter referred to as 'Party A') is a corporation organized and existing under the laws of Ontario, Canada and a validly existing corporation. On the date of signing this agreement, Party A is the legal shareholder of the Target Company, whose capital contribution is **37250000** USD, accounting for 100% of the total registered capital of the Target Company. Target Company is a wholly-owned subsidiary of Party A.

汉枫常绿有限公司（以下称“甲方”）系在加拿大合法注册并有效存续的股份有限公司，系目标公司合法股东，出资额为 37250000 美元，占目标公司注册资本总额的 100 %，目标公司是甲方的全资子公司。

3. **Heilongjiang Pengcheng Fertilizer Co., Ltd.** (hereinafter referred to as 'Party B') is a legally registered company in China and a validly existing limited liability company.

黑龙江鹏程肥业有限公司（以下称“乙方”）系在中国合法注册并有效存续的有限责任公司。

Both Party A and Party B, through friendly negotiation, on the basis of equality, willingness, and mutual benefit, agree that Party A shall transfer its ownership of 100% of the shares in the Target Company to Party B or its designated subsidiary. Both parties have reached the following agreement:

现甲乙双方经友好协商，在平等、自愿、互利互惠的基础上，一致同意甲方将其所拥有的目标公司 100 %的股权转让给乙方或其指定子公司，双方为此达成如下一致意见：

## Clause 1 Definition

定义

The following interpretation for the definition and meaning of words and terms in this agreement shall prevail:

本协议中词语及名称的定义及含义以下列解释为准：

### 1.1 Right of shares

股权

Party A, as a result of paying for the registered capital of the Target Company, enjoys all the rights conferred to the shareholder of the Target Company under Chinese laws and the Target Company's Articles of Association.

甲方作为目标公司的股东享有目标公司股东资格以及按照中国法律和目标公司章程所赋予的所有的股东权利。

### 1.2 Date of signing of agreement

协议签署日

This refers to the date when both parties duly execute this agreement, on which date this agreement is effective and binding on the parties.

指协议双方签署本协议的日期，协议从签署之日起生效，并对协议双方有约束力。

### 1.3 Registered capital

注册资本

This refers to the total amount of capital contributions made and paid for by the shareholder to the Target Company which is registered with governmental authorities.

为在公司登记机关登记的公司全体股东认缴的出资额。

### 1.4 Agreement Object

协议标的

This refers to the 100% of the equity shares owned by Party A in the Target Company.

指甲方所持有的目标公司 100%股权。

### 1.5 Chinese law and regulations

### 中国法律、法规

Existing laws, regulations, and legally binding rules, measures, and other forms of normative documents promulgated by the government of the People's Republic of China and its various departments before this agreement comes into effect (including the date of signing this agreement), including but not limited to Company Law of the People's Republic of China, Contract Law of the People's Republic of China, and Foreign Investment Enterprise Law of the People's Republic of China.

于本协议生效日前（含协议生效日）颁布并现行有效的法律、法规和由中华人民共和国政府及其各部门颁布的具有法律约束力的规章、办法以及其他形式的规范性文件，包括但不限于《中华人民共和国公司法》、《中华人民共和国合同法》、《中华人民共和国外资企业法》等。

### 1.6 Completion of transaction

### 交易完成

The transaction will be deemed completed when the shares of the Target Company originally registered under the name of Party A in Harbin Administration for Industry and Commerce are legally transferred to Party B.

甲方在哈尔滨市工商行政管理局登记的协议标的变更到乙方或其指定子公司名下时，视为交易完成。

### 1.7 Transition Period

### 过渡期

It refers to the period from the effective date of this agreement to the date of completion of the transaction completed in this agreement.

本协议生效之日至本次交易完成之日期间。

### 1.8 债权债务

Credit and debt

本协议中所提到的目标公司的债务，不包括目标公司应付甲方的债务。

The debt hereto refers to the credit of the Target Company, and the Target Company's debt payable to Party A is excluded.

**Clause 2 Representations and warranties**

**第2条 陈述及保证**

2.1 Representations and warranties by Party A

**甲方声明和保证**

**2.1.1** Party A is the sole legal owner of the Agreement Object, having the full right to dispose of the Agreement Object.

甲方为协议标的的唯一合法拥有者，对协议标的有完全处置权。

**2.1.2** Before signing this agreement, Party A has not signed any legal document in any form relating to the sale of the Agreement Object with any other third party, nor has Party A taken any legal means to dispose of the Agreement Object in any form. Such disposal includes but not limited to transfer, pledge, entrusted management, and transfer of all or part of the rights attached to the Agreement Object.

本协议签署日前之任何时候，甲方未与任何第三方签定任何形式的法律文件、亦未采取任何其他法律允许的方式对协议标的进行任何形式的处置，该处置包括但不限于转让、质押、委托管理、让渡附属于协议标的的全部或部分权利。

**2.1.3** After signing this agreement, Party A agrees not to sign any form of legal document with any third party or take any other steps to dispose of all or part of the Agreement Object. Such disposal includes but not limited to transfer, pledge, entrusted management, and transfer of all or part of the rights attached to the Agreement Object.

本协议签署日后，甲方同意不会与任何第三方签订任何形式的法律文件，亦不会采取任何法律允许的方式对本协议标的的全部或部分进行任何方式的处置，该处置包括但不限于转让、质押、委托管理、让渡附属于协议标的的部分权利。

**2.1.4** Party A guarantees that it will be the sole shareholder of the Target Company until the completion of the share transfer. No other person enjoys right of first refusal to the Agreement Object. After this agreement comes into effect, Party A will use its commercially reasonable efforts to assist Party B to deal with all the procedures involved in the transfer of the Agreement Object, including but not limited to amending the Articles of Association of the Target Company, restructuring the Board of Directors, and filing documents related to equity change with relevant authorities.

甲方保证系目标公司唯一股东，直至交易完成。没有其他任何人对协议标的享有优先购买权。本协议生效后，甲方将尽商业合理努力协助乙方办理协议标的转让的一切手续，包括但不限于修改目标公司的公司章程、改组董事会、向有关机关报送有关股权变更的文件。

**2.1.5** Party A guarantees that, before the formal transfer of shares of the Target Company between Party A and Party B, the Target Company has acquired the important government permits, approvals, and authorizations for its normal production operation, which are all currently in force. Party A shall ensure that none of such government permits, approvals or authorizations is invalid prior to the completion of the transaction.

甲方保证，在甲方与乙方正式交接目标公司股权前，目标公司所拥有的对其开展正常生产经营至关重要的政府许可，批准，授权的当前有效性，并应确保这些政府许可、批准或授权在交易完成前是有效的。

**2.1.6** Party A guarantees, on the date of signing this agreement, all the information of the Target Company provided to Party B, including but not limited to financial position, production and management, company's registration and assets position shall be true and legal in all material respects.

甲方保证于本协议签订日，向乙方提供的目标公司的全部材料，包括但不限于财务情况、生产经营情况、公司工商登记情况、资产情况等均为真实、合法的。

2. 1. 7 Party A agrees that, after full payment of all transfer price by Party B in accordance with Clauses 3.3.1, 3.3.3 and 3.3.4, upon the liquidation of Party A, Party A shall unconditionally and irrevocably assign the promissory note issued by Party B to Mr. Xinduo Yu through endorsement upon receipt by Party A of the consideration as agreed to between Mr. Xinduo Yu and Party A.

The promissory note so assigned shall serve as guarantee of performance and fund for Mr. Xinduo Yu during his transition period. Where there is a difference between the promissory note amount and the amount payable to Mr. Xinduo Yu, it shall be negotiated to make up the balance by Party A and Mr. Xinduo Yu themselves in Canada. To protect Party B from potential risks, should Party A fail to perform the said agreement to assign the promissory note, the provisions of this Agreement and the Guarantee Agreement executed by Party B and Mr. Xinduo Yu shall apply.

甲方同意在乙方按照 3.3.1、3.3.3 和 3.3.4 条款付清全部转让价款（包括 20%承诺付款函）后，在甲方清算时无条件且不可撤销地将乙方交付的承诺付款函全部以背书方式转让给于薪铎，作为于薪铎过渡时期的履职及资金保证。如果承诺付款函金额与应付给于薪铎的金额存在差额，差额部分由甲方和于薪铎在加拿大自行协商平衡。如果甲方未能履行上述约定将承诺付款函转让给于薪铎，乙方为保证自身利益免受潜在风险，将自行按照本协议及乙方与于薪铎签署的保证协议执行。

## 2.2 Representations and warranties by Party B

### 乙方声明和保证

**2.2.1** With regard to the registering the share transfer, Party B warrants that it is legally capable of acquiring the Agreement Object, and the normal legal procedures of shares transfer will not be affected by its own individual constraints.

关于股权登记，乙方保证其符合法律规定的受让协议标的的条件，不会因为乙方自身条件的限制而影响股权转让法律程序的正常进行。

**2.2.2** Party B has sufficient cash available to acquire the Agreement Object. Party B guarantees to pay the transfer price in accordance with the provisions stipulated in this agreement.

乙方有足够的可用现金能收购协议标的，乙方保证能够按照本协议的约定支付转让价款。

**2.2.3** No filing with, notice to or authorization of, any governmental entity is required by Party B as a condition to the lawful completion of the transaction.

合法完成该交易，乙方无需政府机构的备案或通知，或政府机构的批准。

**2.2.4** Party B acknowledges that to ensure its own benefits it has conducted an independent investigation on the business, operations, assets, liabilities and financial condition of the Target Company, and in making the determination to proceed with the transactions contemplated by this agreement, has relied solely on the results of its own independent investigation and the representations and warranties in section 2.1.

乙方确认其在决定推进本协议所述交易的过程中，为确保自身利益，已经对目标公司的业务、经营、资产、负债和财务状况进行了独立调查，完全依赖自己的独立调查以及 2.1 部分的声明和保证。

2.2.5 Following completion of the transaction, Party B guarantees it will not pay to Mr. Xinduo Yu any payroll, dividend, premium or any other compensation in any form other than reimbursing him for reasonable travel, meals and accommodation expenses to the extent that Party B requests that Mr. Xinduo Yu travel on behalf of Party B or the Target Company.

交易完成后，乙方保证其不会支付于薪铎任何薪资、红利、奖金或其他任何形式的薪酬，对于乙方要求于薪铎代表乙方或目标公司合理出差、饮食和住宿等费用的报销除外。

2.2.6 Party B acknowledges knowing the current assets position, all current and past conditions, all debts and creditor's rights as well as various risks and other obligations of the Target Company as of May 31, 2014, including but not limited to:

乙方承认其了解目标公司截至 2014 年 5 月 31 日的流动资产状况、所有当前和过去的情况、负债和所有者权益，以及各种风险和其他责任，包括但不限于：

2.2.6.1 Sustainable operation related risk caused by the aging equipment of the Target Company;

目标公司设备老化带来的运营持续性风险；

2.2.6.2 Bad debt related risk caused by the current debts and creditor's rights of the Target Company;

目标公司现有债权债务的坏账风险；

2.2.6.3 Legal dispute related risk caused by employee severance of the Target Company;

目标公司员工遣散引起的法律纠纷风险；

2.2.6.4 Potential risks of employee group incidents and laid-off employee disturbance due to the purchase by Party A;

因甲方收购而导致的员工群体事件以及被解雇员工寻衅滋事等潜在风险；

2.2.6.5 Tax source supervision risk;

税源监控风险；

2.2.6.6 The risk that the government compulsively require to restore the environment due to the change of business activities resulting from the share transfer.

因股权转让后经营业务发生变化，政府部门强制要求修复环境的风险；

2.2.6.7 Legal dispute related risk caused by the potential secondary harm resulted from the agrochemical trials, previous production and sales of the Target Company since its operation;;

目标公司运营以来农化实验产生的潜在次生灾害引起的法律纠纷风险，和前期生产、销售等环节产生或引起的潜在法律纠纷风险；

2.2.6.8 Potential assets guarantee, legal disputes, public judgment and all other risks concerning the management and operation of the Target Company during the period when Party A was running without supervision, subject to the proxy contest;

甲方股东代理权战争导致目标公司无领导管理期间，目标公司管理和运营产生的潜在资产担保、法律纠纷、公众舆论及其他一切风险；

2.2.6.9 Other risks for the entity sale.

双方买卖实体的其他风险。

## Clause 3 Transfer of shares

股权的转让

### 3.1 Agreement Object

### 协议标的

Subject to the terms of this agreement and conditional on obtaining shareholder approval by its shareholders or court approval for the transfer of the Agreement Object, Party A agrees to sell its 100% ownership of the shares in the Target Company and any of its rights to the website and domain name www.hanfengevergreen.com to Party B or its designated subsidiary.

根据该协议条款以及甲方股东的批准或对协议标的转让的法庭批准，甲方同意将其所持有的目标公司 100%的股权以及其对汉枫常绿网站和域名的权利出售给乙方或其指定子公司。

### 3.2 Transfer price

### 转让价款

Based on the financial statements and current conditions of Target Company as of May 31, 2014 ("Benchmark Date"), the total transfer price of the Agreement Object shall be Two Hundred and Forty Eight million RMB (248,000,000 RMB), 80% of which, i.e 198,400,000 RMB or equivalent USD (which shall be converted as per the benchmark exchange rate posted by the People's Bank of China at the date of payment) shall be payable in cash by wire transfer to the designated account of Party A, and the balance of 20% , i.e 49,600,000 RMB shall be payable in a promissory note issued by Party B to Party A.

基于目标公司 2014 年 5 月 31 日（以下称"基准日"）的财务报表及目标公司状况，本协议标的转让总价款为 2.48 亿元人民币（大写：人民币贰亿肆仟捌佰万元整），其中总价款的 80%，即 1.984 亿元人民币或等值美元（按付款之日中国人民银行公布的基准汇率折算）应将现金通过汇款方式汇至甲方指定账户，其余的总价款的 20%，即 4960 万人民币应通过乙方开具的承诺付款函支付给甲方。

### 3.3 Method and time of payment

### 付款方式及时间

3.3.1 Within seven business days of the date of signing this agreement, Party B shall pay Party A 5% of the total purchase price, i.e. 12,400,000 RMB or equivalent USD (which shall be converted as per the benchmark exchange rate posted by the People's Bank of China at the date of payment).

本协议签订之日起七个工作日内，乙方向甲方支付总价款的 5%，即 12,400,000 元人民币或等值美元（按付款之日中国人民银行公布的基准汇率折算）。

3.3.2 The payments described in sections 3.3.1 shall be held by Party A as a performance guarantee bond. If the Party B fails to complete the transaction as required in accordance with the terms of this agreement, in addition to any other remedies that Party A may have under applicable law, Party A shall be entitled to retain the performance guarantee bond.

本协议 3.3.1 部分所述的付款，甲方将作为履约保证金。如果乙方未能按照本协议的条款规定完成该交易，除相关法律规定甲方可享有的补救措施外，甲方有权保留履约保证金。

3.3.3 Within ten business days of the date of approval for this transaction by the shareholders of Party A or by the court, Party B shall pay Party A an additional 15% of the total purchase price, i.e.

37,200,000 RMB or equivalent USD (which shall be converted as per the benchmark exchange rate posted by the People's Bank of China at the date of payment).

甲方股东会批准或法庭批准本次股权交易后十个工作日内，乙方再向甲方支付总价款的15%，即37,200,000元人民币或等值美元（按付款之日中国人民银行公布的基准汇率折算）。

3.3.4 Within 10 business days upon closing of the transaction, Party B shall pay Party A the remaining 80% of the total purchase price, i.e. 198,400,000 RMB or equivalent USD (which shall be converted as per the benchmark exchange rate posted by the People's Bank of China at the date of payment), of which, 60% of the total purchase price, i.e. 148,800,000 RMB shall be payable in cash by wire transfer to the designated account of Party A, and 20% of the total purchase price, i.e. 49,600,000 RMB shall be delivered to Party A in the form of promissory note attached to this agreement.

交易完成后十个工作日内，乙方应支付甲方总价款的剩余80%，即1.984亿元人民币或等值美元（按付款之日中国人民银行公布的基准汇率折算），其中60%,即人民币1.488亿元用现金支付至甲方指定账户，20%，即人民币4960万元用本协议所附承诺付款函支付。

3.3.5 After receiving the Transfer Price from Party B in full (including the 20% promissory note), upon the liquidation of Party A, Party A shall unconditionally and irrevocably assign the promissory note to Mr. Xinduo Yu through endorsement upon receipt by Party A of the consideration as agreed to between Mr. Xinduo Yu and Party A as per Representations and warranties 2.1.7. Where there is a difference between the promissory note amount and the amount payable to Mr. Xinduo Yu, it shall be negotiated to make up the balance by Party A and Mr. Xinduo Yu themselves in Canada. Party A agrees that when the note is due and payable, Party B shall pay the 20% transfer price under the note (49,600,000 RMB) in RMB to the holder of the note without any interest, and if the promissory note is assigned to Mr. Xinduo Yu, after deducting any deductible amounts (if any) pursuant to a guarantee agreement to be entered into between Party B and Mr. Xinduo Yu, and pursuant to the terms of the guarantee agreement Mr. Xinduo Yu shall bear any risks to be borne by Party A under 2.2.6 of this agreement.

甲方在收到乙方全部转让价款（包括20%承诺付款函）后，在甲方清算后，应按照声明和保证条款2.1.7在甲方清算时将承诺付款函无条件且不可撤销地全部转让给于薪铎。如果承诺

付款函金额与应付给于薪铎的金额存在差额，差额部分由甲方和于薪铎在加拿大自行协商平衡。甲方同意当承诺付款函到期应付时，乙方应将承诺付款函项下20%的转让价款（4960万元）在根据乙方与于薪铎签署的保证协议扣除应扣除（如果有）款项后直接以人民币方式无息支付至持票人。且在承诺付款函转让给于薪铎后，根据保证协议的条款，本协议履行中任何甲方应承担的 2.2.6 项下风险均应由于薪铎承担。

### 3.4 Equity transfer application and procedures

### 股权转让报批及办理手续

3.4.1 Within 45- 60 days of signing this agreement, Party A shall be responsible for convening Party A's shareholders' meeting to seek the approval of its shareholders for this transaction or Party A shall seek court approval in Canada for this transaction. Party B acknowledges that Party A intends to seek court approval for the completion of this transaction within two weeks after the execution of this Agreement.

本协议签署之日起 45 到 60 日内，甲方应负责组织召开甲方股东会，以征求股东同意完成该交易，或者甲方寻求加拿大法庭批准完成该交易。甲方拟定于该协议签署后两周内寻求法庭对该交易的批准，乙方对此知情。

3.4.2 In the event that the resolution of shareholders of Party A to approve this transaction fails to obtain the requisite approval at the shareholders meeting called to approve such resolution or the court fails to approve the completion of this transaction, then this agreement becomes invalid immediately and Party A shall return the 5% Performance Guarantee Bond paid by Party B in equal amount within 3 business days.

如果在股东大会上，甲方股东未获得足够的支持率批准本次交易，或者法庭未批准本次交易，则本协议立即自动失效，甲方需在 3 个工作日内等额返还乙方已支付的 5%的履约保证金。

3.4.3 Within 30 days following the date that Party A's shareholders approve the completion of this transaction or the court approves the completion of this transaction, Party A shall use its commercially reasonable efforts to assist Party B to complete the reorganization of the Board of Directors of the Target Company, and complete all legal documents for the purpose of share transfer.

在甲方股东批准完成本次交易之日或者法庭批准了本次交易之日起 30 个工作日内，甲方应尽商业合理之努力配合乙方完成目标公司董事会的改组，并配合签署股权转让的全部法律文件。

3.4.4 In accordance with Clause 3.4.3 of this agreement, within 3 days of completion of all legal documents for the share transfer, Party A shall file the application to the approval authority, and assist Party B to comply with Chinese law and regulations in registering the share transfer with the relevant authorities in a timely manner.

在按照本协议第 3.4.3 条约定完成本次股权转让的全部法律文件之起 3 日内，甲方应向批准机关报批，并协助乙方按照中国法律、法规及时向有关机关办理股权转让登记。

3.4.5 Both parties agree that the transaction shall be closed within 30 to 45 days upon shareholder approval of Party A or court approval obtained by Party A.

双方约定在获得甲方股东会批准或法庭批准后的 30-45 个工作日内完成交易。

3.4.6 All the tax payable and fees payable involved in the course of share transfer and acquisition, and expenses incurred in equity alteration registration shall be borne by Party B.

股权交易过程中涉及的各种应交税、款、工商变更登记过程中产生的费用由乙方承担。

## Clause 4 Parties rights and obligations after completion of transaction

## 交易完成后各方权利义务的承担

### 4.1 Before completion of transaction

### 交易完成前

Until Party B pays 100% of total purchase price to Party A, Party A will enjoy all the rights and bear all the responsibilities of the Target Company.

在乙方支付给甲方全部应付价款之前，目标公司的所有权利义务由甲方承担。

### 4.2 After completion of transaction

### 交易完成后

**4.2.1** After Party B pays 100% of the total purchase price to Party B, Party B will enjoy all the rights and bear all the responsibilities of the Target Company (including but not limited to all profit it shall enjoy in compliance with the laws, debts and creditor's rights, legal dispute, and other risks and obligations).

乙方支付完全部价款之后，目标公司的所有权利义务，包括并不限于公司依据法律应该享有的全部所有权益、全部债权债务、法律纠纷由乙方承担。

## Clause 5 Transition Period

## 过渡期

乙方向甲方支付 5%的履约保证金后，乙方有权利派驻人员到目标公司作为驻厂代表。为避免基准日后，目标公司因非正常经营活动产生费用或亏损，从而对转让价款的定价基础产生影响，甲方同意，自基准日至本协议生效之日期间，目标公司发生的一切重大事项（如有）应经乙方驻厂代表补充确认；在过渡期期间，目标公司发生的一切重大事项（如有）应通知驻厂代表并征得其同意。重大事项包括但不限于:在普通业务来往范围外，处置公司资产（出售、担保、抵押、租赁、转移等）或发生交易；遭受任何损失，或发生任何与客户或雇员的关系变化；重大款项支出；修改任何已有的合同或协议；对目标公司产生重大影响的事件；免除任何对他人的债权等。

Party B shall have the right to send a staff to the Target Company as its representative upon paying the Performance Guarantee Bond (5% of the total transfer price) to Party A. To avoid any expense or loss caused by abnormal operation activities of Target Company after benchmark date, which would affect the pricing basis of the transfer price, Party A agrees that during the period from benchmark date to the effective date of this agreement, any material events (if any) of the Target Company shall be acknowledged and confirmed by the representative of Party B, and that during the Transition Period, any material events (if any) shall be notified to the representative of Party B for his permission. The material events include but not limited to: disposal of the company assets (sales, guarantee, pledge, rent and transfer) or transaction, other than the normal business the transaction; any loss, or any change to relationships with clients and employees; large amount of expenses; any changes to existing contracts or agreements; any events having significant impact on the Target Company; releasing creditor's right.

## Clause 6 Privacy Policies

保密条款

### 6.1 Confidential Information

保密资料

For all information held by both parties about this share transfer, including but not limited to the operation conditions, financial position, trade secrets, and technical know-how of Party A, Party B, and the Target Company, both parties have the obligation to keep such information confidential. Unless required by law or judicial bodies, none of the parties can make public or make use of the information.

本次股权转让中，甲方与乙方对所了解的全部资料，包括但不限于甲方、乙方、目标公司的经营情况、财务情况、商业秘密、技术秘密等全部情况，甲方与乙方均有义务保密，除非法律有明确规定或司法机关强制要求，任何一方不得对外公开或使用。

### 6.2 Publicity or promotion

对外公开或宣传

When both parties promote or make this share transfer known to the public, both parties must follow the same method as negotiated, and ensure that the business reputation of both parties are protected. Without permission from the other party, neither party can publish or publicize any opinions or writings related to this share transfer unless required by applicable law.

甲方与乙方在对外公开或宣传本次股权转让事宜时，采用经协商的统一口径，保证各方的商誉不受侵害。除非法律另有规定，未经另一方同意，任何一方不得擅自对外发表有关本次股权转让的言论、文字。

## Clause 7 Breach of Agreement

违约责任

**7.1** Any party who breaches the representations, warranties or other obligations under this agreement should bear the responsibilities for breach of agreement and must compensate the other party for any financial losses caused to the other party. This responsibility to pay damages should include all financial losses caused by the breach. Provided, however, following the date of completion of the transaction, when Party B has paid the total transfer price in full and Party A has assigned the promissory note to Mr. Xinduo Yu, the remedy of Party B in respect of any breach of any representation, warranty, or other obligation of Party A under this agreement shall be as set out in the guarantee agreement to be entered into between Party B and Mr. Xinduo Yu.

任何一方因违反于本协议项下作出的声明、保证及其他义务的，应承担违约责任，造成对方经济损失的，还应承担赔偿责任。此赔偿责任应包括对方因此遭受的全部经济损失。但是，如果在交易完成日之后、乙方已付清全部转让价款、且甲方已将承诺付款函转让给于薪铎后，对于任何违反本协议下声明、保证或甲方其他义务的，乙方的补偿应按照乙方与于薪铎签署的保证协议中列明的条款范围执行。

**7.2** In the event that either party unilaterally rescinds the agreement, the innocent party has the right to request the party in breach to pay liquidated damages, which is 5% of the entire transfer price.

任何一方单方解除本协议，非违约方有权要求违约方支付违约金，违约金为转让价款总额的 5 %。

**7.3** If Party B fails to pay the negotiated share transfer price on time, Party B must pay 0.0006% of the entire payable but unpaid amount to Party A as liquidated damages for each day that such payment is delayed. When the delay in payment reaches 30 days, Party A has the right to rescind the agreement and refuse to return any payments previously made as liquidated damages， and to take any legal measures and steps to have the shares of the Target Company returned to Party A..

因乙方不按时支付本协议约定的股权转让款，每延迟付款一天乙方应向甲方支付应付未付款额每日 0.0006%的违约金，延迟履行达到 30 日时，甲方有权解除本协议并不再退还乙方之前已支付的所有款项，并有权采取任何法律措施将目标公司的股份归还至甲方。

## Clause 8 Dispute Resolution

争议的解决

Any disputes arising from this Agreement should be solved by mediation and negotiation in good faith. In case mediation fails, either party has the right to litigate in the place of agreement performance, which is the local people’s court where the Target Company is located. Both parties agree to conform to the laws of the People’s Republic of China.

各方若发生争议，应友好协商解决。协商不成，任何乙方均有权向目标公司所在地人民法院诉讼解决。双方同意适用中华人民共和国法律解决。

## Clause 9 Others

其他

### 9.1 Amendment to the Agreement

协议修订

Any amendments to the Agreement must be in writing and signed by both parties. Any amendments or newly added content to the Agreement will become part of the agreement.

本协议的任何修改必须以书面形式由双方签署。修改的部分及增加的内容，构成本协议的组成部分。

### 9.2 Severability

可分割性

If there are clauses in this Agreement that are invalidated by courts with rights of jurisdiction or an validly appointed arbitrator, but such invalidated clauses do not affect the potency of other clauses, the unaffected clauses shall remain valid.

如果本协议的部分条款被有管辖权的法院、仲裁机构认定无效，不影响其他条款效力的，其他条款继续有效。

### 9.3 Entire Agreement

协议的完整性

This agreement contains all statements and agreements of both parties, and replaces all oral or written statements, warranties, understandings and agreements regarding the terms under this Agreement made before the signing of this agreement. Both parties agree and confirm that any statements and warranties not contained in this Agreement will not form the basis of this Agreement, and thus cannot be relied upon by any parties and may not be used to explain the clauses and conditions in this Agreement.

本协议构成双方之间的全部陈述和协议，并取代双方于协议签字日前就本协议项下的内容所作的任何口头或者书面的陈述、保证、谅解及协议。双方同意并确认，本协议中未订明的任何陈述或承诺不构成本协议的基础；因此，不能作为确定双方权利和义务以及解释协议条款和条件的依据。

Party A:

甲方：

Authorized Representative (Signature):

授权代表（签字）：

(date)

2014 年　月　日

Party B:

乙方：

Authorized Representative (Signature):

授权代表（签字）：

(date)

2014 年　月　日

# Share Transfer Agreement

# 股权转让协议书

**Seller ('Party A'): Hanfeng Evergreen Inc.**

出让方（甲方）：汉枫常绿有限公司

By its authorized signatory, Xinduo Yu　　Position: CEO

授权签字人：于薪铎　　职务：首席执行官

Address: Toronto, Ontario, Canada

地址:加拿大安多略省多伦多市

**Buyer ('Party B'): Heilongjiang Pengcheng Fertilizer Co., Ltd.**

受让方（乙方）：黑龙江鹏程肥业有限公司

By its authorized signatory,　　Position:

授权签字人：　　职务：

Address: Tsitsihar, Heilongjiang,China

地址:中国黑龙江省齐齐哈尔市

Whereas:

鉴于：

1. **Hanfeng Slow-Release Fertilizer Co., Ltd.** is a company legally registered and established in China , validly existing as a limited liability company in accordance with the laws of China (hereinafter referred to as the 'Target Company'):

   Registration number: 230223100012253
   Legal address: Shangzhi Economic Development Zone, Heilongjiang

   Business scope: Compound and blend fertilizer manufacture

   Legal representative:

   Registered capital:

黑龙江汉枫缓释肥料有限公司是一家在中国合法注册成立并有效存续的有限责任公司（以下简称“目标公司”）：

注册号为：230223100012253

法定地址为：黑龙江省尚志市经济开发区

经营范围为：复混肥料制造

2. **Hanfeng Evergreen Inc.** (hereinafter referred to as 'Party A') is a corporation

organized and existing under the laws of Ontario, Canada and a validly existing corporation. On the date of signing this agreement, Party A is the legal shareholder of the Target Company, whose capital contribution is **37250000** USD, accounting for 100% of the total registered capital of the Target Company. Target Company is a wholly-owned subsidiary of Party A.

汉枫常绿有限公司（以下称“甲方” ）系在加拿大合法注册并有效存续的股份有限公司，系目标公司合法股东，出资额为37250000美元，占目标公司注册资本总额的100 %，目标公司是甲方的全资子公司。

3. **Heilongjiang Pengcheng Fertilizer Co., Ltd.** (hereinafter referred to as 'Party B') is a legally registered company in China and a validly existing limited liability company.

黑龙江鹏程肥业有限公司（以下称“乙方”）系在中国合法注册并有效存续的有限责任公司。

Both Party A and Party B, through friendly negotiation, on the basis of equality, willingness, and mutual benefit, agree that Party A shall transfer its ownership of 100% of the shares in the Target Company to Party B or its designated subsidiary. Both parties have reached the following agreement:

现甲乙双方经友好协商，在平等、自愿、互利互惠的基础上，一致同意甲方将其所拥有的目标公司100 %的股权转让给乙方或其指定子公司，双方为此达成如下一致意见：

## Clause 1 Definition

定义

The following interpretation for the definition and meaning of words and terms in this agreement shall prevail:

本协议中词语及名称的定义及含义以下列解释为准:

### 1.1 Right of shares

股权

Party A, as a result of paying for the registered capital of the Target Company, enjoys all the rights conferred to the shareholder of the Target Company under Chinese laws and the Target Company's Articles of Association.

甲方作为目标公司的股东享有目标公司股东资格以及按照中国法律和目标公司章程所赋予的所有的股东权利。

### 1.2 Date of signing of agreement

协议签署日

This refers to the date when both parties duly execute this agreement, on which date this agreement is effective and binding on the parties.

指协议双方签署本协议的日期，协议从签署之日起生效，并对协议双方有约束力。

### 1.3 Registered capital

注册资本

This refers to the total amount of capital contributions made and paid for by the shareholder to the Target Company which is registered with governmental authorities.

为在公司登记机关登记的公司全体股东认缴的出资额。

### 1.4 Agreement Object

协议标的

This refers to the 100% of the equity shares owned by Party A in the Target Company.

指甲方所持有的目标公司100%股权。

### 1.5 Chinese law and regulations

中国法律、法规

Existing laws, regulations, and legally binding rules, measures, and other forms of normative documents promulgated by the government of the People's Republic of China and its various departments before this agreement comes into effect (including the date of signing this agreement), including but not limited to Company Law of the People's Republic of China, Contract Law of the People's Republic of China, and Foreign Investment Enterprise Law of the People's Republic of China.

于本协议生效日前（含协议生效日）颁布并现行有效的法律、法规和由中华人民共和国政府及其各部门颁布的具有法律约束力的规章、办法以及其他形式的规范性文件，包括但不限于《中华人民共和国公司法》、《中华人民共和国合同法》、《中华人民共和国外资企业法》等。

1.6 Completion of transaction

交易完成

The transaction will be deemed completed when the shares of the Target Company originally registered under the name of Party A in Harbin Administration for Industry and Commerce are legally transferred to Party B.

甲方在哈尔滨市工商行政管理局登记的协议标的变更到乙方或其指定子公司名下时，视为交易完成。

1.7 Transition Period

过渡期

It refers to the period from the effective date of this agreement to the date of completion of the transaction completed in this agreement.

本协议生效之日至本次交易完成之日期间。

1.8 债权债务

Credit and debt

本协议中所提到的目标公司的债务，不包括目标公司应付甲方的债务。

The debt hereto refers to the credit of the Target Company, and the Target Company's debt payable to Party A is excluded.

**Clause 2 Representations and warranties**

## 第2条　　陈述及保证

### 2.1 Representations and warranties by Party A

### 甲方声明和保证

**2.1.1** Party A is the sole legal owner of the Agreement Object, having the full right to dispose of the Agreement Object.

甲方为协议标的的唯一合法拥有者，对协议标的有完全处置权。

**2.1.2** Before signing this agreement, Party A has not signed any legal document in any form relating to the sale of the Agreement Object with any other third party, nor has Party A taken any legal means to dispose of the Agreement Object in any form. Such disposal includes but not limited to transfer, pledge, entrusted management, and transfer of all or part of the rights attached to the Agreement Object.

本协议签署日前之任何时候，甲方未与任何第三方签定任何形式的法律文件、亦未采取任何其他法律允许的方式对协议标的进行任何形式的处置，该处置包括但不限于转让、质押、委托管理、让渡附属于协议标的的全部或部分权利。

**2.1.3** After signing this agreement, Party A agrees not to sign any form of legal document with any third party or take any other steps to dispose of all or part of the Agreement Object. Such disposal includes but not limited to transfer, pledge, entrusted management, and transfer of all or part of the rights attached to the Agreement Object.

本协议签署日后，甲方同意不会与任何第三方签订任何形式的法律文件，亦不会采取任何法律允许的方式对本协议标的的全部或部分进行任何方式的处置，该处置包括但不限于转让、质押、委托管理、让渡附属于协议标的的部分权利。

**2.1.4** Party A guarantees that it will be the sole shareholder of the Target Company until the completion of the share transfer. No other person enjoys right of first refusal to the Agreement Object. After this agreement comes into effect, Party A will use its commercially reasonable efforts to assist Party B to deal with all the procedures involved in the transfer of the Agreement Object, including but not limited to amending the Articles of Association of the Target Company, restructuring the Board of Directors, and filing documents related to equity change with relevant authorities.

甲方保证系目标公司唯一股东，直至交易完成。没有其他任何人对协议标的享有优先购买权。本协议生效后，甲方将尽商业合理努力协助乙方办理协议标的的转让的一切手续，包括但不限于修改目标公司的公司章程、改组董事会、向有关机关报送有关股权变更的文件。

**2.1.5** Party A guarantees that, before the formal transfer of shares of the Target Company between Party A and Party B, the Target Company has acquired the important government permits, approvals, and authorizations for its normal production operation, which are all currently in force. Party A shall ensure that none of such government permits, approvals or authorizations is invalid prior to the completion of the transaction.

甲方保证，在甲方与乙方正式交接目标公司股权前，目标公司所拥有的对其开展正常生产经营至关重要的政府许可，批准，授权的当前有效性，并应确保这些政府许可、批准或授权在交易完成前是有效的。

**2.1.6** Party A guarantees, on the date of signing this agreement, all the information of the Target Company provided to Party B, including but not limited to financial position, production and management, company's registration and assets position shall be true and legal in all material respects.

甲方保证于本协议签订日，向乙方提供的目标公司的全部材料，包括但不限于财务情况、生产经营情况、公司工商登记情况、资产情况等均为真实、合法的。

2. 1. 7 Party A agrees that, after full payment of all transfer price by Party B in accordance with Clauses 3.3.1, 3.3.3 and 3.3.4, upon the liquidation of Party A, Party A shall unconditionally and irrevocably assign the promissory note issued by Party B to Mr. Xinduo Yu through endorsement upon receipt by Party A of the consideration as agreed to between Mr. Xinduo Yu and Party A. The promissory note so assigned shall serve as guarantee of performance and fund for Mr. Xinduo Yu during his transition period. Where there is a difference between the promissory note amount and the amount payable to Mr. Xinduo Yu, it shall be negotiated to make up the balance by Party A and Mr. Xinduo Yu themselves in Canada. To protect Party B from potential risks, should Party A fail to perform the said agreement to assign the promissory note, the provisions of this Agreement and the Guarantee Agreement executed by Party B and Mr. Xinduo Yu shall apply.

甲方同意在乙方按照3. 3. 1、3. 3. 3和3. 3. 4条款付清全部转让价款（包括20%承诺付款函）后，在甲方清算时无条件且不可撤销地将乙方交付的承诺付款函全部以背书方式转让给于薪铎，作为于薪铎过渡时期的履职及资金保证。如果承诺付款函金额与应付给于薪铎的金额存在差额，差额部分由甲方和于薪铎在加拿大自行协商平衡。如果甲方未能履行上述约定将承诺付款函转让给于薪铎，乙方为保证自身利益免受潜在风险，将自行按照本协议及乙方与于薪铎签署的保证协议执行。

## 2.2 Representations and warranties by Party B

乙方声明和保证

**2.2.1** With regard to the registering the share transfer, Party B warrants that it is legally capable of acquiring the Agreement Object, and the normal legal procedures of shares transfer will not be affected by its own individual constraints.

关于股权登记，乙方保证其符合法律规定的受让协议标的的条件，不会因为乙方自身条件的限制而影响股权转让法律程序的正常进行。

**2.2.2** Party B has sufficient cash available to acquire the Agreement Object. Party B guarantees to pay the transfer price in accordance with the provisions stipulated in this agreement.

乙方有足够的可用现金能收购协议标的，乙方保证能够按照本协议的约定支付转让价款。

**2.2.3** No filing with, notice to or authorization of, any governmental entity is required by Party B as a condition to the lawful completion of the transaction.

合法完成该交易,乙方无需政府机构的备案或通知，或政府机构的批准。

**2.2.4** Party B acknowledges that to ensure its own benefits it has conducted an independent investigation on the business, operations, assets, liabilities and financial condition of the Target Company, and in making the determination to proceed with the transactions contemplated by this agreement, has relied solely on the results of its own independent investigation and the representations and warranties in section 2.1.

乙方确认其在决定推进本协议所述交易的过程中，为确保自身利益，已经对目标公司的业务、经营、资产、负债和财务状况进行了独立调查，完全依赖自己的独立调查以及2. 1部分的声明和保证。

2.2.5 Following completion of the transaction, Party B guarantees it will not pay to Mr. Xinduo Yu any payroll, dividend, premium or any other compensation in any form other than reimbursing him for reasonable travel, meals and accommodation expenses to the extent that Party B requests that Mr. Xinduo Yu travel on behalf of Party B or the Target Company.

交易完成后，乙方保证其不会支付于薪铎任何薪资、红利、奖金或其他任何形式的薪酬，对于乙方要求于薪铎代表乙方或目标公司合理出差、饮食和住宿等费用的报销除外。

2.2.6 Party B acknowledges knowing the current assets position, all current and past conditions, all debts and creditor's rights as well as various risks and other obligations of the Target Company as of May 31, 2014, including but not limited to:

乙方承认其了解目标公司截至2014年5月31日的流动资产状况、所有当前和过去的情况、负债和所有者权益，以及各种风险和其他责任，包括但不限于：

2.2.6.1 Sustainable operation related risk caused by the aging equipment of the Target Company;
目标公司设备老化带来的运营持续性风险;

2.2.6.2 Bad debt related risk caused by the current debts and creditor's rights of the Target Company;
目标公司现有债权债务的坏账风险;

2.2.6.3 Legal dispute related risk caused by employee severance of the Target Company;
目标公司员工遣散引起的法律纠纷风险;

2.2.6.4 Potential risks of employee group incidents and laid-off employee disturbance due to the purchase by Party A;
因甲方收购而导致的员工群体事件以及被解雇员工寻衅滋事等潜在风险;

2.2.6.5 Tax source supervision risk;
税源监控风险;

2.2.6.6 The risk that the government compulsively require to restore the environment due to the change of business activities resulting from the share transfer.
因股权转让后经营业务发生变化，政府部门强制要求修复环境的风险;

2.2.6.7 Legal dispute related risk caused by the potential secondary harm resulted from the agrochemical trials, previous production and sales of the Target Company since its operation;;
目标公司运营以来农化实验产生的潜在次生灾害引起的法律纠纷风险，和前期生产、销售等环节产生或引起的潜在法律纠纷风险;

2.2.6.8 Potential assets guarantee, legal disputes, public judgment and all other risks concerning the management and operation of the Target Company during the period when Party A was running without supervision, subject to the proxy contest;
甲方股东代理权战争导致目标公司无领导管理期间，目标公司管理和运营产生的潜在资产担保、法律纠纷、公众舆论及其他一切风险;

2.2.6.9 Other risks for the entity sale.
双方买卖实体的其他风险。

## Clause 3 Transfer of shares

## 股权的转让

### 3.1 Agreement Object

### 协议标的

Subject to the terms of this agreement and conditional on obtaining shareholder approval by its shareholders or court approval for the transfer of the Agreement Object, Party A agrees to sell its 100% ownership of the shares in the Target Company and any of its rights to the website and domain name www.hanfengevergreen.com to Party B or its designated subsidiary.

根据该协议条款以及甲方股东的批准或对协议标的转让的法庭批准，甲方同意将其所持有的目标公司100%的股权以及其对汉枫常绿网站和域名的权利出售给乙方或其指定子公司。

**3.2 Transfer price**

转让价款

Based on the financial statements and current conditions of Target Company as of May 31, 2014 ("Benchmark Date"), the total transfer price of the Agreement Object shall be Two Hundred and Forty Eight million RMB (248,000,000 RMB), 80% of which, i.e 198,400,000 RMB or equivalent USD (which shall be converted as per the benchmark exchange rate posted by the People's Bank of China at the date of payment) shall be payable in cash by wire transfer to the designated account of Party A, and the balance of 20% , i.e 49,600,000 RMB shall be payable in a promissory note issued by Party B to Party A.

基于目标公司2014年5月31日（以下称"基准日"）的财务报表及目标公司状况，本协议标的转让总价款为2.48亿元人民币（大写：人民币贰亿肆仟捌佰万元整），其中总价款的80%，即1.984亿元人民币或等值美元（按付款之日中国人民银行公布的基准汇率折算）应将现金通过汇款方式汇至甲方指定账户，其余的总价款的20%，即4960万人民币应通过乙方开具的承诺付款函支付给甲方。

3.3 Method and time of payment

付款方式及时间

3.3.1 Within seven business days of the date of signing this agreement, Party B shall pay Party A 5% of the total purchase price, i.e. 12,400,000 RMB or equivalent USD (which shall be converted as per the benchmark exchange rate posted by the People's Bank of China at the date of payment).

本协议签订之日起七个工作日内，乙方向甲方支付总价款的5%，即12,400,000元人民币或等值美元（按付款之日中国人民银行公布的基准汇率折算）。

3.3.2 The payments described in sections 3.3.1 shall be held by Party A as a performance guarantee bond. If the Party B fails to complete the transaction as required in accordance with the terms of this agreement, in addition to any other remedies that Party A may have under applicable law, Party A shall be entitled to retain the performance guarantee bond.

本协议3.3.1部分所述的付款，甲方将作为履约保证金。如果乙方未能按照本协议的条款

规定完成该交易，除相关法律规定甲方可享有的补救措施外，甲方有权保留履约保证金。

3.3.3 Within ten business days of the date of approval for this transaction by the shareholders of Party A or by the court, Party B shall pay Party A an additional 15% of the total purchase price, i.e. 37,200,000 RMB or equivalent USD (which shall be converted as per the benchmark exchange rate posted by the People's Bank of China at the date of payment).

甲方股东会批准或法庭批准本次股权交易后十个工作日内，乙方再向甲方支付总价款的15%，即37,200,000元人民币或等值美元（按付款之日中国人民银行公布的基准汇率折算）。

3.3.4 Within 10 business days upon closing of the transaction, Party B shall pay Party A the remaining 80% of the total purchase price, i.e. 198,400,000 RMB or equivalent USD (which shall be converted as per the benchmark exchange rate posted by the People's Bank of China at the date of payment), of which, 60% of the total purchase price, i.e. 148,800,000 RMB shall be payable in cash by wire transfer to the designated account of Party A, and 20% of the total purchase price, i.e. 49,600,000 RMB shall be delivered to Party A in the form of promissory note attached to this agreement.

交易完成后十个工作日内，乙方应支付甲方总价款的剩余80%，即1.984亿元人民币或等值美元（按付款之日中国人民银行公布的基准汇率折算），其中60%,即人民币1.488亿元用现金支付至甲方指定账户，20%，即人民币4960万元用本协议所附承诺付款函支付。

3.3.5 After receiving the Transfer Price from Party B in full (including the 20% promissory note), upon the liquidation of Party A, Party A shall unconditionally and irrevocably assign the promissory note to Mr. Xinduo Yu through endorsement upon receipt by Party A of the consideration as agreed to between Mr. Xinduo Yu and Party A as per Representations and warranties 2.1.7. Where there is a difference between the promissory note amount and the amount payable to Mr. Xinduo Yu, it shall be negotiated to make up the balance by Party A and Mr. Xinduo Yu themselves in Canada. Party A agrees that when the note is due and payable, Party B shall pay the 20% transfer price under the note (49,600,000 RMB) in RMB to the holder of the note without any interest, and if the promissory note is assigned to Mr. Xinduo Yu, after deducting any deductible amounts (if any) pursuant to a guarantee agreement to be entered into between Party B and Mr. Xinduo Yu, and pursuant to the terms of the guarantee agreement Mr. Xinduo Yu shall bear any risks to be borne by Party A under 2.2.6 of this agreement.

甲方在收到乙方全部转让价款（包括20%承诺付款函）后，在甲方清算后，应按照声明和保证条款2.1.7在甲方清算时将承诺付款函无条件且不可撤销地全部转让给于薪铎。如果承诺付款函金额与应付给于薪铎的金额存在差额，差额部分由甲方和于薪铎在加拿大自行协商平

衡。甲方同意当承诺付款函到期应付时，乙方应将承诺付款函项下20%的转让价款（4960万元）在根据乙方与于薪铎签署的保证协议扣除应扣除（如果有）款项后直接以人民币方式无息支付至持票人。且在承诺付款函转让给于薪铎后，根据保证协议的条款，本协议履行中任何甲方应承担的2.2.6项下风险均应由于薪铎承担。

3.4 Equity transfer application and procedures

股权转让报批及办理手续

3.4.1 Within 45- 60 days of signing this agreement, Party A shall be responsible for convening Party A's shareholders' meeting to seek the approval of its shareholders for this transaction or Party A shall seek court approval in Canada for this transaction. Party B acknowledges that Party A intends to seek court approval for the completion of this transaction within two weeks after the execution of this Agreement.

本协议签署之日起45到60日内，甲方应负责组织召开甲方股东会，以征求股东同意完成该交易，或者甲方寻求加拿大法庭批准完成该交易。甲方拟定于该协议签署后两周内寻求法庭对该交易的批准，乙方对此知情。

3.4.2 In the event that the resolution of shareholders of Party A to approve this transaction fails to obtain the requisite approval at the shareholders meeting called to approve such resolution or the court fails to approve the completion of this transaction, then this agreement becomes invalid immediately and Party A shall return the 5% Performance Guarantee Bond paid by Party B in equal amount within 3 business days.

如果在股东大会上，甲方股东未获得足够的支持率批准本次交易，或者法庭未批准本次交易，则本协议立即自动失效，甲方需在3个工作日内等额返还乙方已支付的5%的履约保证金。

3.4.3 Within 30 days following the date that Party A's shareholders approve the completion of this transaction or the court approves the completion of this transaction, Party A shall use its commercially reasonable efforts to assist Party B to complete the reorganization of the Board of Directors of the Target Company, and complete all legal documents for the purpose of share transfer.

在甲方股东批准完成本次交易之日或者法庭批准了本次交易之日起30个工作日内，甲方应尽商业合理之努力配合乙方完成目标公司董事会的改组，并配合签署股权转让的全部法律文件。

3.4.4 In accordance with Clause 3.4.3 of this agreement, within 3 days of completion of all legal documents for the share transfer, Party A shall file the application to the approval authority, and assist Party B to comply with Chinese law and regulations in registering the share transfer with the relevant authorities in a timely manner.

在按照本协议第3.4.3条约定完成本次股权转让的全部法律文件之起__3__日内，甲方应向批准机关报批，并协助乙方按照中国法律、法规及时向有关机关办理股权转让登记。

3.4.5 Both parties agree that the transaction shall be closed within 30 to 45 days upon shareholder approval of Party A or court approval obtained by Party A.

双方约定在获得甲方股东会批准或法庭批准后的30-45个工作日内完成交易。

3.4.6 All the tax payable and fees payable involved in the course of share transfer and acquisition, and expenses incurred in equity alteration registration shall be borne by Party B.

股权交易过程中涉及的各种应交税、款、工商变更登记过程中产生的费用由乙方承担。

## Clause 4 Parties rights and obligations after completion of transaction

## 交易完成后各方权利义务的承担

### 4.1 Before completion of transaction

交易完成前

Until Party B pays 100% of total purchase price to Party A, Party A will enjoy all the rights and bear all the responsibilities of the Target Company.

在乙方支付给甲方全部应付价款之前，目标公司的所有权利义务由甲方承担。

### 4.2 After completion of transaction

交易完成后

**4.2.1** After Party B pays 100% of the total purchase price to Party B, Party B will enjoy all the rights and bear all the responsibilities of the Target Company (including but not limited to all profit it shall enjoy in compliance with the laws, debts and creditor's rights, legal dispute, and other risks and obligations).

乙方支付完全部价款之后，目标公司的所有权利义务，包括并不限于公司依据法律应该享有的全部所有权益、全部债权债务、法律纠纷由乙方承担。

## Clause 5 Transition Period

## 过渡期

乙方向甲方支付5%的履约保证金后，乙方有权利派驻人员到目标公司作为驻厂代表。为

避免基准日后，目标公司因非正常经营活动产生费用或亏损，从而对转让价款的定价基础产生影响，甲方同意，自基准日至本协议生效之日期间，目标公司发生的一切重大事项（如有）应经乙方驻厂代表补充确认；在过渡期期间，目标公司发生的一切重大事项（如有）应通知驻厂代表并征得其同意。重大事项包括但不限于:在普通业务来往范围外，处置公司资产（出售、担保、抵押、租赁、转移等）或发生交易；遭受任何损失，或发生任何与客户或雇员的关系变化；重大款项支出；修改任何已有的合同或协议；对目标公司产生重大影响的事件；免除任何对他人的债权等。

Party B shall have the right to send a staff to the Target Company as its representative upon paying the Performance Guarantee Bond (5% of the total transfer price) to Party A. To avoid any expense or loss caused by abnormal operation activities of Target Company after benchmark date, which would affect the pricing basis of the transfer price, Party A agrees that during the period from benchmark date to the effective date of this agreement, any material events (if any) of the Target Company shall be acknowledged and confirmed by the representative of Party B, and that during the Transition Period, any material events (if any) shall be notified to the representative of Party B for his permission. The material events include but not limited to: disposal of the company assets (sales, guarantee, pledge, rent and transfer) or transaction, other than the normal business the transaction; any loss, or any change to relationships with clients and employees; large amount of expenses; any changes to existing contracts or agreements; any events having significant impact on the Target Company; releasing creditor’s right.

## Clause 6 Privacy Policies

## 保密条款

### 6.1 Confidential Information

### 保密资料

For all information held by both parties about this share transfer, including but not limited to the operation conditions, financial position, trade secrets, and technical know-how of Party A, Party B, and the Target Company, both parties have the obligation to keep such information confidential. Unless required by law or judicial bodies, none of the parties can make public or make use of the information.

本次股权转让中，甲方与乙方对所了解的全部资料，包括但不限于甲方、乙方、目标公司的经营情况、财务情况、商业秘密、技术秘密等全部情况，甲方与乙方均有义务保密，除非法律有明确规定或司法机关强制要求，任何一方不得对外公开或使用。

6.2 Publicity or promotion

对外公开或宣传

When both parties promote or make this share transfer known to the public, both parties must follow the same method as negotiated, and ensure that the business reputation of both parties are protected. Without permission from the other party, neither party can publish or publicize any opinions or writings related to this share transfer unless required by applicable law.

甲方与乙方在对外公开或宣传本次股权转让事宜时，采用经协商的统一口径，保证各方的商誉不受侵害。除非法律另有规定，未经另一方同意，任何一方不得擅自对外发表有关本次股权转让的言论、文字。

## Clause 7 Breach of Agreement

违约责任

**7.1** Any party who breaches the representations, warranties or other obligations under this agreement should bear the responsibilities for breach of agreement and must compensate the other party for any financial losses caused to the other party. This responsibility to pay damages should include all financial losses caused by the breach. Provided, however, following the date of completion of the transaction, when Party B has paid the total transfer price in full and Party A has assigned the promissory note to Mr. Xinduo Yu, the remedy of Party B in respect of any breach of any representation, warranty, or other obligation of Party A under this agreement shall be as set out in the guarantee agreement to be entered into between Party B and Mr. Xinduo Yu.

任何一方因违反于本协议项下作出的声明、保证及其他义务的，应承担违约责任，造成对方经济损失的，还应承担赔偿责任。此赔偿责任应包括对方因此遭受的全部经济损失。但是，如果在交易完成日之后、乙方已付清全部转让价款、且甲方已将承诺付款函转让给于薪铎后，对于任何违反本协议下声明、保证或甲方其他义务的，乙方的补偿应按照乙方与于薪铎签署的保证协议中列明的条款范围执行。

**7.2** In the event that either party unilaterally rescinds the agreement, the innocent party has the right to request the party in breach to pay liquidated damages, which is 5% of the entire transfer price.

任何一方单方解除本协议，非违约方有权要求违约方支付违约金，违约金为转让价款总额的5 %。

**7.3** If Party B fails to pay the negotiated share transfer price on time, Party B must pay 0.0006% of the entire payable but unpaid amount to Party A as liquidated damages for each day that such payment is delayed. When the delay in payment reaches 30 days, Party A has the right to rescind the agreement and refuse to return any payments previously made as liquidated damages，and to take any legal measures and steps to have the shares of the Target Company returned to Party A..

因乙方不按时支付本协议约定的股权转让款，每延迟付款一天乙方应向甲方支付应付未付款额每日0.0006%的违约金，延迟履行达到30日时，甲方有权解除本协议并不再退还乙方之前已支付的所有款项，并有权采取任何法律措施将目标公司的股份归还至甲方。

## Clause 8 Dispute Resolution

争议的解决

Any disputes arising from this Agreement should be solved by mediation and negotiation in good faith. In case mediation fails, either party has the right to litigate in the place of agreement performance, which is the local people's court where the Target Company is located. Both parties agree to conform to the laws of the People's Republic of China.

各方若发生争议，应友好协商解决。协商不成，任何乙方均有权向目标公司所在地人民法院诉讼解决。双方同意适用中华人民共和国法律解决。

## Clause 9 Others

其他

### 9.1 Amendment to the Agreement

协议修订

Any amendments to the Agreement must be in writing and signed by both parties. Any amendments or newly added content to the Agreement will become part of the agreement.

本协议的任何修改必须以书面形式由双方签署。修改的部分及增加的内容，构成本协议的组成部分。

### 9.2 Severability

可分割性

If there are clauses in this Agreement that are invalidated by courts with rights of jurisdiction or an validly appointed arbitrator, but such invalidated clauses do not affect the potency of other clauses, the unaffected clauses shall remain valid.

如果本协议的部分条款被有管辖权的法院、仲裁机构认定无效，不影响其他条款效力的，其他条款继续有效。

### 9.3 Entire Agreement

协议的完整性

This agreement contains all statements and agreements of both parties, and replaces all oral or written statements, warranties, understandings and agreements regarding the terms under this Agreement made before the signing of this agreement. Both parties agree and confirm that any statements and warranties not contained in this Agreement will not form the basis of this Agreement, and thus cannot be relied upon by any parties and may not be used to explain the clauses and conditions in this Agreement.

本协议构成双方之间的全部陈述和协议，并取代双方于协议签字日前就本协议项下的内容所作的任何口头或者书面的陈述、保证、谅解及协议。双方同意并确认，本协议中未订明的任何陈述或承诺不构成本协议的基础；因此，不能作为确定双方权利和义务以及解释协议条款和条件的依据。

| | |
|---|---|
| Party A: | Party B: |
| 甲方: | 乙方: |
| Authorized Representative (Signature): | Authorized Representative (Signature): |
| 授权代表（签字）： | 授权代表（签字）： |
| (date) | (date) |
| 2014年　月　日 | 2014年　月　日 |

Document comparison by Workshare Professional on Wednesday, August 06, 2014 5:41:20 PM

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| Description | SETOR1-#6281904-v1-hanfeng_share_transfer_agreement_(aug_6) |
| Document 2 ID | PowerDocs://SETOR1/6281904/2 |
| Description | SETOR1-#6281904-v2-hanfeng_share_transfer_agreement_(aug_6) |
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| Insertion | |
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| Moved to | |
| Style change | |
| Format change | |
| ~~Moved deletion~~ | |
| Inserted cell | |
| Deleted cell | |
| Moved cell | |
| Split/Merged cell | |
| Padding cell | |

| **Statistics:** | |
|---|---|
| | Count |
| Insertions | 4 |
| Deletions | 2 |
| Moved from | 0 |
| Moved to | 0 |
| Style change | 0 |
| Format changed | 0 |
| Total changes | 6 |

**Promissory Note**

**承诺付款函**

Party A: Hanfeng Evergreen Inc.

甲方：汉枫常绿有限公司

Party B: Heilongjiang PengCheng Fertilizer Co., Ltd,

乙方：黑龙江鹏程肥业有限公司

WHEREAS:

鉴于甲乙双方于 2014 年 8 月【6】日签订《股权转让协议》（下称“协议”），根据协议规定，甲方将以总价款为 2.48 亿元人民币的转让价格将其全资子公司汉枫缓释肥料有限公司（下称“目标公司”）转让给乙方或其指定子公司，其中“总价款的 20%，即 4960 万人民币应通过乙方开具的承诺付款函支付”。

Based on the Share Transfer Agreement （“Agreement”）executed by two parties on August 8, 2014, Party A shall transfer its 100% ownership of the equity shares in its wholly-owned subsidiary, Hanfeng Slow-Release Fertilizer Co., Ltd (“Target Company”), to Party B or the designated subsidiary of Party B at the total transfer price of RMB 248,000,000, of which,“20% , i.e 49,600,000 RMB shall be payable in a promissory note issued by Party B to Party A.”

为进一步明确，双方就 20%转让价款（即 4960 万人民币）的承诺付款函支付达成如下一致：

Therefore, for greater certainty, with regard to the payment of 20% of the total transfer price, i.e., RMB 49,600,000 in the form of promissory note, it is hereby agreed and understood as follows:

第1条　承诺付款函内容：

Information of Promissory Note:

金额：4960 万元人民币；

Amount: RMB 49,600,000;

支付期限：自出票之日起一年

Payment Term: One year since the date of issue.

利息：无息

Interest: 0%

转让：可背书转让

Transferable or not: Transferable by endorsement

第2条　甲方同意，在甲方清算时，按照《股权转让协议》第 2.1.7 条规定在收到乙方全部转让价款（包括 20%承诺付款函）后，“无条件且不可撤销地将乙方交付的承诺付款函的全部以背书方式转让给于薪铎，作为于薪铎过渡时期的履职及资金保证，如果承诺付款函金额与应付给于薪铎的金额存在差额，差额部分由甲方和于薪铎在加拿大自行协商平衡”，于薪铎对目标公司潜在风险承担责任，具体由乙方同于薪铎单独签署协议另行约定。

Party A agrees to, upon the liquidation of Party A, “unconditionally and irrevocably assign the promissory note issued by Party B to Mr. Xinduo Yu through endorsement upon receipt by Party A of the consideration as agreed to between Mr. Xinduo Yu and Party A” after Party A’s receipt of all the transfer price (including 20% in form of promissory note) in accordance with Article 2.1.7 of the Share Transfer Agreement. The promissory note so assigned shall serve as guarantee of performance and fund for Mr. Xinduo Yu during his transition period. Where there is a difference between the promissory note amount and the amount payable to Mr. Xinduo Yu, it shall be negotiated to make up the balance by Party A and Mr. Xinduo Yu themselves in Canada. Mr. Xinduo Yu shall be held liable for potential risks of the Target Company, which shall be subject to a separate agreement executed by Party B and Mr. Xinduo Yu.

第3条　乙方保证，承诺付款函到期后按照承诺付款函约定金额兑付给持票人。如果款项到期应付时，承诺付款函持有人在 7 个工作日内未收到全部或部分应付款，乙方应支付到期款项的 5%作为延期罚款，该延期罚款应由乙方立即到期应付，无需承诺付款函持有人要求。

Party B guarantees that agreed amount of this Note shall be paid to the

holder of the note when it is due and payable. If all or an portion of the payment due hereunder is not received by the holder of the note within 7 working days after the date when such payment is due, Party B shall pay a late charge equal to 5% of such payment, such late charge to be immediately due and payable by Party B without demand by the holder of the note..

第4条 本协议经各方当事人签字后生效。

This promissory note will come into effect upon execution by both parties.

| | |
|---|---|
| 甲方： | 乙方 |
| Party A: | Party B: |

**Promissory Note**
承诺付款函

Party A: Hanfeng Evergreen Inc.
甲方：汉枫常绿有限公司

Party B: Heilongjiang PengCheng Fertilizer Co., Ltd,
乙方：黑龙江鹏程肥业有限公司

WHEREAS:

鉴于甲乙双方于2014年8月【6】日签订《股权转让协议》（下称“协议”），根据协议规定，甲方将以总价款为2.48亿元人民币的转让价格将其全资子公司汉枫缓释肥料有限公司（下称“目标公司”）转让给乙方或其指定子公司，其中“总价款的20%，即4960万人民币应通过乙方开具的承诺付款函支付”。

Based on the Share Transfer Agreement （“Agreement”) executed by two parties on August ~~6,~~8, 2014, Party A shall transfer its 100% ownership of the equity shares in its wholly-owned subsidiary, Hanfeng Slow-Release Fertilizer Co., Ltd (“Target Company”), to Party B or the designated subsidiary of Party B at the total transfer price of RMB 248,000,000, of which,“20% , i.e 49,600,000 RMB shall be payable in a promissory note issued by Party B to Party A.”

为进一步明确，双方就20%转让价款（即4960万人民币）的承诺付款函支付达成如下一致：

Therefore, for greater certainty, with regard to the payment of 20% of the total transfer price, i.e., RMB 49,600,000 in the form of promissory note, it is hereby agreed and understood as follows:

第1条　承诺付款函内容：

Information of Promissory Note:

金额：4960万元人民币；

Amount: RMB 49,600,000;
支付期限：自出票之日起一年

Payment Term: One year since the date of issue.

利息：无息

Interest: 0%

转让：可背书转让

Transferable or not: Transferable by endorsement

第2条 甲方同意，在甲方清算时，按照《股权转让协议》第2.1.7条规定在收到乙方全部转让价款（包括20%承诺付款函）后，“无条件且不可撤销地将乙方交付的承诺付款函的全部以背书方式转让给于薪铎，作为于薪铎过渡时期的履职及资金保证，如果承诺付款函金额与应付给于薪铎的金额存在差额，差额部分由甲方和于薪铎在加拿大自行协商平衡”，于薪铎对目标公司潜在风险承担责任，具体由乙方同于薪铎单独签署协议另行约定。

Party A agrees to, upon the liquidation of Party A, "unconditionally and irrevocably assign the promissory note issued by Party B to Mr. Xinduo Yu through endorsement upon receipt by Party A of the consideration as agreed to between Mr. Xinduo Yu and Party A" after Party A's receipt of all the transfer price (including 20% in form of promissory note) in accordance with Article 2.1.7 of the Share Transfer Agreement. The promissory note so assigned shall serve as guarantee of performance and fund for Mr. Xinduo Yu during his transition period. Where there is a difference between the promissory note amount and the amount payable to Mr. Xinduo Yu, it shall be negotiated to make up the balance by Party A and Mr. Xinduo Yu themselves in Canada. Mr. Xinduo Yu shall be held liable for potential risks of the Target Company, which shall be subject to a separate agreement executed by Party B and Mr. Xinduo Yu.

第3条 乙方保证，承诺付款函到期后按照承诺付款函约定金额兑付给持票人。如果款项到期应付时，承诺付款函持有人在7个工作日内未收到全部或部分应付款，乙方应支付到期款项的5%作为延期罚款，该延期罚款应由乙方立即到期应付，无需承诺付款函持有人要求。

Party B guarantees that agreed amount of this Note shall be paid to the holder of the note when it is due and payable. If all or an portion of the payment due hereunder is not received by the holder of the note within 7 working days after the date when such payment is due, Party B shall pay a late charge equal to 5% of such payment, such late charge to be immediately due and payable by Party B without demand by the holder of the note..

第4条　本协议经各方当事人签字后生效。

This promissory note will come into effect upon execution by both parties.

甲方：　　　　乙方

Party A:　　　　Party B:

Document comparison by Workshare Professional on Wednesday, August 06, 2014 5:40:08 PM

| **Input:** | |
|---|---|
| Document 1 ID | PowerDocs://SETOR1/6281908/1 |
| Description | SETOR1-#6281908-v1-hanfeng_promissory_note_(aug_6) |
| Document 2 ID | PowerDocs://SETOR1/6281908/2 |
| Description | SETOR1-#6281908-v2-hanfeng_promissory_note_(aug_6) |
| Rendering set | Standard |

| **Legend:** | |
|---|---|
| Insertion | |
| ~~Deletion~~ | |
| ~~Moved from~~ | |
| Moved to | |
| Style change | |
| Format change | |
| ~~Moved deletion~~ | |
| Inserted cell | |
| Deleted cell | |
| Moved cell | |
| Split/Merged cell | |
| Padding cell | |

| **Statistics:** | |
|---|---|
| | Count |
| Insertions | 3 |
| Deletions | 2 |
| Moved from | 0 |
| Moved to | 0 |
| Style change | 0 |
| Format changed | 0 |
| Total changes | 5 |

# TAB B

**From:** Mike Devereux
**To:** Lei Li (lei@hanfengevergreen.com); Xindue Yu
**Cc:** "Jonathan Pollack" (jonathan.pollack@kabdis.com); Brian Pukier; joanne (joanne@joanneyan.com)
**Subject:** Confirmation Agreement
**Date:** Thursday, August 07, 2014 10:26:17 PM
**Attachments:** Confirmation Agreement (execution).pdf

---

Mr. Yu and Lei,

Attached is the execution version of the confirmation agreement which we understand has been signed-off on by Norton Rose.

If Mr. Yu could please sign this on his own behalf (witnessed) and on behalf of this family trust and foundation and have it returned to this group as soon as possible it would be appreciated.

Once this has been executed and returned by Mr. Yu to the group on this email, as discussed on the board call, Mr. Yu should execute the share transfer agreement and the promissory note on behalf of Hanfeng once he confirms that Pengcheng has executed the last versions of the agreements that were sent to them.

If we could please be provided with fully executed versions of the share transfer agreement, promissory note and guarantee agreement with Pengcheng as soon as possible it would be appreciated. We would like to receive fully executed versions before we issue the press release tomorrow morning at 8:30am Toronto time.

Thanks,

Mike

**Mike Devereux**
Tel : (416) 869-6803
mdevereux@stikeman.com

# CONFIRMATION AGREEMENT

Reference is hereby made to (i) the Share Transfer Agreement dated August 8, 2014 (the "Share Transfer Agreement") between Hanfeng Evergreen Inc. ("Hanfeng") and Heilongjiang Pengcheng Fertilizer Co., Ltd. ("Pengcheng") pursuant to which Hanfeng has agreed to sell all of its shares of its subsidiary Hanfeng Slow-Release Fertilizer (Heilongjiang) Co., Ltd. (the "Target Company") to Pengcheng for a purchase price of RMB 248,000,000 (the "Transaction"), (ii) the Guarantee Agreement (the "Guarantee Agreement") to be entered into between Pengcheng and Mr. Xinduo Yu in connection with the Transaction and (iii) the Promissory Note (the "Promissory Note") in the amount of RMB 49,600,000 to be issued by Pengcheng to Hanfeng upon closing of the Transaction as contemplated by the Share Transfer Agreement.

**WHEREAS** as of the date hereof Mr. Yu owns or controls approximately 20.4% of the issued and outstanding shares of Hanfeng and Hanfeng owes approximately C$3.716 million to Mr. Yu;

**AND WHEREAS** in accordance with Section 2.1.7 of the Share Transfer Agreement, Hanfeng has agreed, upon its liquidation, to assign the Promissory Note to Mr. Yu;

**AND WHEREAS** in accordance with the provisions of the Guarantee Agreement, Mr. Yu has agreed with Pengcheng to, among other things, remain with the Target Company for a period of 12 months following closing of the Transaction and to take all commercially reasonable efforts during this transition period to safeguard the interests of the Target Company and to protect it from certain risks as described in the Guarantee Agreement;

**AND WHEREAS** in accordance with the provisions of the Guarantee Agreement, Mr. Yu has agreed with Pengcheng that the Promissory Note assigned by Hanfeng to Mr. Yu shall serve as a guarantee of performance by Mr. Yu of his obligations under the Guarantee Agreement;

**AND WHEREAS** Hanfeng desires to appoint a receiver and manager over its assets to be responsible for, among other things, collecting the purchase price under the Share Transfer Agreement and to ultimately distribute any of the remaining assets of Hanfeng to its creditors and shareholders upon Hanfeng's winding-up following a claim process to be instituted by the receiver and manager (the "Receivership Proceedings").

**NOW THEREFORE**, the parties hereto agree as follows:

1. Hanfeng hereby agrees to repay C$1.5 million of the amount owing to Mr. Yu within two business days of this Confirmation Agreement by way of a wire transfer to an account designated by Mr. Yu or by certified cheque.

2. Provided that the Promissory Note has been issued by Pengcheng and has not been repaid at such time (i) upon the first distribution of the liquidated assets of Hanfeng to its shareholders under the Receivership Proceedings (the "Distribution Event"), or (ii) at such earlier time prior to the Distribution Event upon the written request of Mr. Yu, Mr. Yu hereby agrees to accept the assignment of the Promissory Note from Hanfeng in consideration for the payment by Mr. Yu to Hanfeng of the Canadian dollar equivalent

of the principal amount of the Promissory Note of RMB 49,600,000 (based on the prevailing RMB/CAD noon spot rate of exchange of the Bank of Canada on the day two business days prior to such purchase). The parties agree that the foregoing payment amount shall be satisfied by way of set-off of any amounts payable to Mr. Yu by Hanfeng at such time (including in respect of any distribution on his shareholdings in Hanfeng and amounts remaining owing to him after the payment of C$1.5 million in paragraph 1 above) and Mr. Yu hereby agrees that if at such time the amount payable by Hanfeng to Mr. Yu is less than the Canadian dollar equivalent of RMB 49,600,000 then Mr. Yu will pay such shortfall for the Promissory Note to Hanfeng in cash up to the Canadian dollar equivalent of RMB 49,600,000.

3. If the Promissory Note has become due and payable in accordance with its terms prior to the Distribution Event, Mr. Yu has not made payment for the Promissory Note in full in accordance with Paragraph 2 hereof and Pengcheng fails to pay the full principal amount of the Promissory Note (e.g. RMB 49,600,000) to Hanfeng at such time as a result of any indemnity claim made by Pencheng in respect of the amount owing under the Promissory Note or as a result of any failure of Mr. Yu to comply with all of his covenants and obligations under the Guarantee Agreement, then Mr. Yu hereby agrees to indemnify and be liable to Hanfeng for any such amounts not paid by Pengcheng.

4. Hanfeng hereby agrees that if, at the time of the Distribution Event, an amount in excess of the Canadian dollar equivalent of RMB 49,600,000 shall be payable by Hanfeng to Mr. Yu in respect of any distribution on his shareholdings or other amounts payable to him at such time, then Hanfeng shall distribute a cash payment to Mr. Yu for such excess amount in addition to assigning the Promissory Note to Mr. Yu in settlement of the initial Canadian dollar equivalent of RMB 49,600,000 owing to Mr. Yu by Hanfeng at such time.

5. Mr. Yu hereby agrees to comply with all of his covenants and obligations under the Guarantee Agreement.

6. Mr. Yu hereby represents and warrants that he is the registered and/or beneficial owner of 10,876,400 common shares in the capital of Hanfeng and he is the beneficial owner and/or control or directs an additional 1,420,300 common shares in the capital of Hanfeng through the Xinduo Yu Family Trust and the Yu Foundation. Mr. Yu, the Xinduo Yu Family Trust and the Yu Foundation hereby agree not to dispose of or transfer such shares until all of the liquidated assets of Hanfeng have been fully and finally paid to its creditors and shareholders. Furthermore, Mr. Yu, the Xinduo Yu Family Trust and the Yu Foundation represent and warrant that Mr. Yu has the power and authority to bind the Xinduo Yu Family Trust and the Yu Foundation and that the set off procedures contemplated by paragraph 2 hereby shall be applicable in respect of the aggregate amount of 12,296,700 common shares in the capital of Hanfeng owned or controlled by Mr. Yu, the Xinduo Yu Family Trust and the Yu Foundation.

7. This Confirmation Agreement shall be governed by and construed and enforced in accordance with the laws of the Province of Ontario and the federal laws of Canada applicable therein. Each party irrevocably attorns and submits to the exclusive

jurisdiction of the Ontario courts situated in the City of Toronto and waives objection to venue of any proceeding in such court or that such court provides an inconvenient forum.

8. This Confirmation Agreement may be executed in any number of counterparts (including counterparts by facsimile or email) and all such counterparts taken together shall be deemed to constitute one and the same instrument.

**IN WITNESS WHEREOF**, the undersigned have executed this Confirmation Agreement as of August 8, 2014.

**HANFENG EVERGREEN INC.**

By: ______________________________

Name:
Title:

______________________________
Witness

______________________________
Print Name of Witness

______________________________
Xinduo Yu

**XINDUO YU FAMILY TRUST**

By: ______________________________

Name:
Title:

**YU FOUNDATION**

By: ______________________________

Name:
Title:

# TAB C

| | |
|---|---|
| **From:** | Jodat Hussain |
| **To:** | Joanne Yan; Jonathan Pollack |
| **Cc:** | Mike Devereux; Xindue Yu; Tony Chang; Lei Li; lei@hanfengevergreen.com; Brian Pukier; Cathy Qi; Murray McDonald; Peter Howard; Maria Konyukhova |
| **Subject:** | RE: Press Release and Material Change Report |
| **Date:** | Wednesday, August 20, 2014 5:53:27 PM |
| **Attachments:** | #6288929-v1-hanfeng press release (aug 20) - EY updated.DOC<br>#6288956-v1-hanfeng material change report - EY updated.DOC |

Fine by me. Updated the documents with the relevant EY contact info (see attached). Website to be active by end of day today.

Thanks,
Jodat

**From:** Joanne Yan [mailto:joanne@joanneyan.com]
**Sent:** August-20-14 5:29 PM
**To:** Jonathan Pollack
**Cc:** Mike Devereux; Xindue Yu; Tony Chang; Lei Li; lei@hanfengevergreen.com; Brian Pukier; Cathy Qi; Murray McDonald; Jodat Hussain; Peter Howard; Maria Konyukhova
**Subject:** Re: Press Release and Material Change Report

ok with me as well.

thanks.

joanne
On Aug 20, 2014, at 2:21 PM, Jonathan Pollack <jp@kabdis.com> wrote:

OK with me

**From:** Mike Devereux [mailto:MDevereux@stikeman.com]
**Sent:** Wednesday, August 20, 2014 5:19 PM
**To:** Jonathan Pollack
**Cc:** Joanne Yan; Xindue Yu; Tony Chang; Lei Li; lei@hanfengevergreen.com; Brian Pukier; Cathy Qi; Murray McDonald; Jodat Hussain; Peter Howard; Maria Konyukhova
**Subject:** Press Release and Material Change Report

Dear all – as Jonathan mentioned earlier today the court has approved the sale and the appointment of E&Y as receiver and manager.

Attached is a draft press release we would like to have issued this evening as well as a material change report that we would like to file on SEDAR with the press release.

Could you please let us know if you have any comments or whether you are signed-off.

E&Y – could you please provide us with appropriate contact information for the press release and material change report.

Thanks,

Mike

**Mike Devereux**
Tel : (416) 869-6803
mdevereux@stikeman.com

**Hanfeng Evergreen Inc. Announces Appointment of Receiver and Court Approval of the Sale of its Heilongjiang Subsidiary**

TORONTO, Canada, August 20, 2014 - Hanfeng Evergreen Inc. ("Hanfeng" or the "Company") announced today that, pursuant to an application by the Company in the Ontario Superior Court of Justice heard earlier today, Ernst & Young Inc has been appointed as receiver and manager over all of the assets of Hanfeng (in such capacity, the "Receiver") and the previously announced sale by the Company of all of the shares of the Company's wholly-owned subsidiary Hanfeng Slow-Release Fertilizer (Heilongjiang) Co., Ltd. to Heilongjiang Pengcheng Fertilizer Co., Ltd. (the "Transaction") has been approved by the court.

The Receiver will be responsible for, among other things, overseeing closing of the Transaction (including receipt of the purchase price), overseeing a claims process and distributing the remaining proceeds of the Transaction following the payment of all expenses and allowed claims all subject to the oversight and approval of the Ontario Superior Court of Justice.

In light of the foregoing, each director of Hanfeng has resigned.

CONTACT INFORMATION

Ernst & Young Inc.
222 Bay Street, PO Box 251, Toronto, ON M5K 1J7
Tel: +1 416 943 2499
Fax: +1 416 943 3300
http://www.ey.com/ca/hanfeng

**FORM 51-102F3**
*MATERIAL CHANGE REPORT*

## 1. NAME AND ADDRESS OF COMPANY

Hanfeng Evergreen Inc. (the "Company")
2 St. Clair Avenue West, Suite 610
Toronto, Ontario
M4V 1L5

## 2. DATE OF MATERIAL CHANGE

August 20, 2014

## 3. NEWS RELEASE

The Company issued a news release disclosing the material change through Marketwired on August 20, 2014 and filed it on SEDAR with the securities regulatory authorities in Canada. A copy of such news release is attached hereto as Appendix "A".

## 4. SUMMARY OF MATERIAL CHANGE

On August 20, 2014, pursuant to an application by the Company in the Ontario Superior Court of Justice, Ernst & Young Inc. was appointed as receiver and manager over all of the assets of the Company (in such capacity, the "Receiver") and the previously announced sale by the Company of all of the shares of the Company's wholly-owned subsidiary Hanfeng Slow-Release Fertilizer (Heilongjiang) Co., Ltd. to Heilongjiang Pengcheng Fertilizer Co., Ltd. (the "Transaction") was approved by the court.

## 5. FULL DESCRIPTION OF MATERIAL CHANGE

### 5.1 Full Description of Material Change:

On August 20, 2014, pursuant to an application by the Company in the Ontario Superior Court of Justice, Ernst & Young Inc. ("E&Y") was appointed as receiver and manager over all of the assets of the Company and the previously announced sale by the Company of all of the shares of the Company's wholly-owned subsidiary Hanfeng Slow-Release Fertilizer (Heilongjiang) Co., Ltd. to Heilongjiang Pengcheng Fertilizer Co., Ltd. (the "Transaction") was approved by the court.

The Receiver will be responsible for, among other things, overseeing closing of the Transaction (including receipt of the purchase price), overseeing a claims process and distributing the remaining proceeds of the Transaction following the payment of all expenses and allowed claims all subject to the oversight and approval of the Ontario Superior Court of Justice.

In light of the foregoing, each director of Hanfeng has resigned.

### 5.2 Disclosure for Restructuring Transactions:

Not applicable.

## 6. RELIANCE ON SUBSECTION 7.1(2) OF NATIONAL INSTRUMENT 51-102

Not applicable.

## 7. OMITTED INFORMATION

Not applicable.

## 8. EXECUTIVE OFFICER

For further information regarding the matters described in this report, please contact

Ernst & Young Inc.
222 Bay Street, PO Box 251, Toronto, ON M5K 1J7
Tel: +1 416 943 2499
Fax: +1 416 943 3300
http://www.ey.com/ca/hanfeng

## 9. DATE OF REPORT

August 20, 2014

# APPENDIX "A"

# NEWS RELEASE

[See attached]

# TAB D

**From:** Hanfeng Office <office@hanfeng-group.com>
**Sent:** Friday, August 08, 2014 3:48 AM
**To:** Brian Pukier
**Cc:** Mike Devereux; 'Joanne Yan'; jp@kabdis.com; 'duo'; li_lei@rogers.com; 'Hanfeng Office'
**Subject:** 转发: 李蕾——已签署协议 PDF
**Attachments:** 保证协议-GA.JPG; 承诺付款函-PN.JPG; 股权转让协议书-STA.JPG

请见附件各协议的签字页，签署版协议正本鹏程一份，汉枫的那份于总返回加拿大时带回。

Please find attached scanned copies of signature pages. Pengcheng hold one set of original executed agreements and the other set for Hanfeng will be taken back by Mr. Yu when he returns to Canada.

-----邮件原件-----
发件人: Brian Pukier [mailto:BPukier@stikeman.com]
发送时间: 2014 年 8 月 8 日星期五 12:10
收件人: Lei Li
抄送: Mike Devereux; Joanne Yan; Jonathan Pollack; Xinduo Yu; HF HF China
主题: Re: PDF

Thank you Lei.
谢谢你蕾。

Xinduo, please countersign the Pencheng agreements and email to us fully signed copies as soon as you can tonight. Please also extend our best wishes to Pencheng and thank them for their cooperation.
于总，请于今晚尽快签署鹏程协议并将完整签署的副本邮件发给我们。请也代我们向鹏程表示感谢，感谢他们的配合。

Regards,

Brian
布莱恩

Brian Pukier
Tel : (416) 869-5567tel:(416)%20869-5567

**发件人:** Lei Li [mailto:li_lei@rogers.com]
**发送时间:** 2014 年 8 月 8 日星期五 12:23
**收件人:** Mike Devereux; Brian Pukier; Joanne Yan; Jonathan Pollack
**抄送:** Xinduo Yu; HF HF China
**主题:** Fwd: PDF

Mike,

迈克好，

Thank you again for addressing my questions at very late hour.

再次谢谢你这么晚还处理我的问题。

Please refer to the attached file executed by Xinduo.

请收附件于总签署的文件。

All the best,

Lei

蕾

the payment is settled.

第9条　本协议生效后，任何一方不得擅自变更或提前解除本协议。

Article 9: After this Agreement comes into effect, any Party shall not amend or terminate this Agreement at its own free will.

第10条　本协议一式两份，甲、乙双方各执一份，每份具有同等法律效力。

Article 10: This Agreement shall be executed with each party one copy, and each copy bears the same legal effect.

（以下无正文）

(no text hereinafter)

甲方盖章：

Seal of Party A

授权代表签字：

Signature of the authorized representative:

乙方签字：

Signature of Party B:

见证人签字：

Signature of Witness:

8/8

holder of the note when it is due and payable. If all or an portion of the payment due hereunder is not received by the holder of the note within 7 working days after the date when such payment is due, Party B shall pay a late charge equal to 5% of such payment, such late charge to be immediately due and payable by Party B without demand by the holder of the note..

第4条 本协议经各方当事人签字后生效。

This promissory note will come into effect upon execution by both parties.

甲方：

Party A:

授权代表（签字）：

Authorized Representative (Signature):

乙方

Party B:

授权代表（签字）：

Authorized Representative (Signature):

本协议构成双方之间的全部陈述和协议，并取代双方于协议签字日前就本协议项下的内容所作的任何口头或者书面的陈述、保证、谅解及协议。双方同意并确认，本协议中未订明的任何陈述或承诺不构成本协议的基础；因此，不能作为确定双方权利和义务以及解释协议条款和条件的依据。

Party A:

甲方：

Authorized Representative (Signature):

授权代表（签字）：

(date)

2014 年 8 月 8 日

Party B:

乙方：

Authorized Representative (Signature):

授权代表（签字）：

(date)

2014 年 8 月 8 日

# TAB E

**From:** Lei Li <li_lei@rogers.com>
**Sent:** Friday, August 08, 2014 8:40 AM
**To:** Mike Devereux; Brian Pukier; Jonathan Pollack; joanne (joanne@joanneyan.com); Xindue Yu
**Cc:** Hanfeng Office
**Subject:** full scan of Agreements
**Attachments:** 保证协议-签字扫描.pdf; 承诺付款函-签字扫描.pdf; 股权转让协议-签字扫描.pdf

As attached.

# 保证协议

# Guarantee Agreement

甲方：黑龙江哈尔滨鹏程肥业有限公司

**Party A: Heilongjiang Harbin Pengcheng Fertilizer Co., Ltd.**

乙方：于薪铎

**Party B: Xinduo Yu**

鉴于：

**Whereas:**

1. 甲方与汉枫常绿有限公司（以下称"汉枫"）于2014年8月8日签订《股权转让协议》，根据协议规定，甲方将收购汉枫所持汉枫缓释肥料有限公司（以下称"目标公司"）全部股权；

   Party A and Hanfeng Evergreen Inc. (hereinafter referred to as "Hanfeng") entered into the Share Transfer Agreement on August 8, 2014, under which, Party A agrees to purchase 100% equity shares of Hanfeng Slow-Release Fertilizer Co., Ltd. (hereinafter referred to as "Target Company") owned by Hanfeng.

2. 乙方系汉枫大股东，同时担任目标公司董事长兼法定代表人；

   Party B is a big shareholder of Hanfeng, and also the Board Chairman and Legal Representative of the Target Company.

3. 根据《股权转让协议》第3.2条规定，甲方收购目标公司"总价款的20%，即4960万人民币应通过乙方开具的承诺付款函支付"给汉枫，且汉枫同意，在汉枫清算时，按照第2.1.7条规定在收到甲方全部转让价款（包括20%承诺付款函）后，"当甲方收到于薪铎和甲方约定的对价后，无条件且不可撤销地将乙方交付的承诺付款函以背书方式全部转让给于薪铎"，作为乙方过渡时期的履职及资金保证。

   As stipulated under Clause 3.2 of the Share Transfer Agreement, among the total transfer price for purchasing the Target Company, "20%, i.e 49,600,000 RMB shall be payable in a promissory note issued by Party B" to Hanfeng, and Hanfeng agrees to, upon the liquidation of Hanfeng, "unconditionally and irrevocably assign the promissory note issued by Party B to Mr. Xinduo Yu through endorsement upon receipt by Party A of the consideration as agreed to between Mr. Xinduo Yu and Party A" after Hanfeng's receipt of all the transfer price (including 20% in form of promissory note) from Party A in accordance with Clause 2.1.7 of the Share Transfer Agreement. The promissory note so assigned shall serve as guarantee of performance and fund for Party B during his transition period.

4. 乙方在此为甲方提供个人担保，根据本协议的条款和条件，乙方为目标公司潜在风险的担保额最高不超过承诺付款函金额，即人民币 4960 万人民币（以下称"担保款项"）。

   Party B hereby personally guarantees in favour of Party A for the potential risks facing the Target Company up to the amount of promissory note, i.e., 49,600,000 RMB (hereinafter referred to as the "Guarantee Amount") pursuant to the terms and conditions set out in this Agreement.

   乙方同意接受该承诺付款函的转让（如果承诺付款函被转让），按照承诺付款函的条款和条件将对该承诺付款函具有独立支配权，包括在其 12 个月过渡期（见第 1 条）满后收到款项的权利，以保证《股权转让协议》的全面履行。

   Party B agrees and accepts the transfer of promissory note (should it be assigned) and will own the independent right to dispose the promissory note subject to its terms and conditions, including the right to receive payment upon expiration of the 12-month transition period as stated in Clause 1, to ensure full performance of the Share Transfer Agreement.

为此，为保证股权收购完成后目标公司能够平稳过渡，经甲乙双方协商，达成如下担保协议：

Now therefore, to ensure the smooth and stable transition of the Target Company after the share transfer, upon negotiation, Party A and Party B have reached the following guarantee agreements:.

第1条　股权变更完成后，乙方同意按照甲方要求在目标公司继续过渡 12 个月，在此期间，甲方只支付乙方因工作需要出差所发生的交通、饮食和住宿

等费用，不支付乙方任何薪资、红利、奖金或其他任何形式的薪酬。

Article 1: After the completion of the share transfer, Party B agrees to stay in the Target Company for a transition period of 12 months as per the request of Party A. During this period, Party A will only pay for the travel, meals and accommodation expenses of Party B to the extent of work requirements; but no payroll, dividend, bonus or any other compensation in any form.

第2条　甲方在股权变更登记时，免去乙方在目标公司的董事长职务，为使目标公司最大限度免受第 3 条提及的各种潜在风险，经甲方要求，乙方同意继续担任目标公司法定代表人职务，在目标公司董事会的领导下，按甲方合理要求出席一些必要的场合，且目标公司董事会有权随时解除乙方的法定代表人职务。

Article 2: During the share transfer registration, Party A will remove Party B from his position of Board Chairman in the Target Company. To protect the Target Company from the various potential risks stipulated under Article 3 to the maximum extent, upon the request of Party A, Party B agrees to continue his service as legal representative of the Target Company under the leadership of the Board of Target Company, and attend some necessary events reasonably requested by Party A, while the Board of Target Company is entitled to remove Party B from his position of legal representative at any time.

第3条　乙方保证在 12 个月过渡期内尽商业合理努力维护目标公司利益，确保目标公司平稳过渡，最大限度免受如下风险，包括并不限于：

Article 3: Party B guarantees to take all commercially reasonable efforts during the 12-month transition period to safeguard the interest of the Target Company, ensure the smooth and steady transition of the Target Company, and protect it from the following risks to the maximum extent, including but not limited to:

3.1 员工遣散金超出约定数额的风险；

The risk that employee severance exceeds the agreed amount;

3.2 因甲方收购而导致的员工群体事件以及被解雇员工寻衅滋事等潜在风险；

Potential risks of employee group incidents and laid-off employee disturbance due to the purchase by Party A;

3.3 税源监控风险：因股权转让后投资方发生变化，目标公司原享有的税收优惠（“二免三减半”和“三年减半”，约人民币 1.7 亿）被追缴的风险；

Tax source supervision related risk: The risk that the tax incentives package ("Two-Year Exemptions and Three-Year Half Reduction" and "Three-Year Half Reduction", totally representing RMB 170 million) enjoyed by the Target Company may be retroactively recovered by tax bureau due to changes to shareholders resulting from completion of share transfer;

3.4 因股权转让后经营业务发生变化，政府部门强制要求修复环境的风险；

The risk of environmental improvement required by government due to changes to business activities resulting from completion of share transfer;

3.5 交易税费失控的风险；

Risk related to the loss of control on the transaction tax and expense;

3.6 应收账款无法按期回收的风险；

Risk that the accounts receivable could not be collected in due time;

3.7 已预付款项的货物无法按期运抵的风险；

Risk that the goods paid in advance could not be delivered in due time;

3.8 汉枫股东代理权战争导致目标公司无领导管理期间，目标公司管理和运营产生的潜在资产担保、法律纠纷、公众舆论及其他风险；

Any risks related to potential assets guarantee, legal disputes, public judgment and all other risks concerning the management and operation of the Target Company during the period when there was no supervision at the Target company due to the proxy contest;

3.9 目标公司运营以来农化实验产生的次生灾害，和前期生产、销售等环节产生或引起的潜在法律纠纷风险；

Any risks of potential legal disputes caused by the potential secondary harm resulted from the agrochemical trials, previous production and sales of the Target Company since its operation;

第4条　在乙方 12 个月过渡期内，乙方保证不会采取任何法律允许的方式对该承诺付款函的全部或部分进行任何方式的处置，包括但不限于转让、质押、让渡承诺付款函的全部或部分权利。

Article 4: Party B guarantees that he will not take any legal measures to dispose all or part of the promissory note during the 12-month transition period of Party B, including but not limited to transferring, pledging, and assigning all or part of the rights under the promissory note.

第5条　甲方保证

Article 5：Warranties by Party A

5.1 在乙方按照本协议约定在目标公司 12 个月过渡期满且完成本协议第 3 条和第 4 条保证的前提下，乙方对本协议下的任何金额不负有任何责任。

On the condition that Party B's 12 months' transition period in the Target Company expires and his guarantees stipulated under Article 3 and 4 are fulfilled as stipulated in this Agreement, Party B shall not be liable to Party A for any amount of money under this Agreement.

在乙方按照本协议约定在目标公司 12 个月过渡期满且完成本协议第 3 条和第 4 条保证且承诺付款函转让给了乙方的前提下，甲方承诺在乙方 12 个月过渡期满后 7 个工作日内，将承诺付款函款项按照《承诺付款函》相关规定以人民币方式全额支付给乙方；

On the condition that Party B's 12 months' transition period in the Target Company expires and his guarantees stipulated under Article 3 and 4 are fulfilled as stipulated in this Agreement and the promissory note is assigned to Party B, Party A warranties to pay the amount in the promissory note to Party B in full in RMB within 7 business days upon the expiration of the 12 months' transition period of Party B as per the relevant terms regulated in the "Promissory Note";

5.2 如果乙方未能全面完成第 3 条和第 4 条保证事项，并因此给甲方造成任何损失，且承诺付款函转让给了乙方，甲方将有权从承诺付款函金额中扣除相应损失额（最高不超过担保款项），并在乙方 12 个月过渡期满后 7 个工作日内，将剩余款项按照《承诺付款函》相关规定支付给乙方；

In case Party B fails to fulfill his guarantees under Article 3 and Article 4, and hence causes any loss to Party A and the promissory note is assigned to Party B, Party A is entitled to deduct the corresponding loss amount (with the maximum amount not exceeding the Guarantee Amount) from the promissory note, and will pay any amount remaining to Party B within 7 business days upon expiration of the 12 months' transition period of Party B as per the relevant terms regulated in the "Promissory Note".

第6条　违约责任

Article 6: Defaults

6.1 如乙方未能按照本协议约定在目标公司继续过渡 12 个月，并因此给甲方造成任何损失，且如果承诺付款函转让给了乙方，甲方将有权从承诺付款函金额中扣除相应损失额（最高不超过担保款项），并在乙方 12 个月过渡期满后 7 个工作日内，将剩余款项按照《承诺付款函》相关规定支付给乙方；

In case Party B fails to stay in the Target Company for a transition period of 12 months as stipulated in this Agreement, and hence causes any loss to Party A, and provided the promissory note is assigned to Party B, Party A is entitled to deduct the corresponding loss amount (with the maximum amount not exceeding the Guarantee Amount) from the promissory note, and will pay any amount remaining to Party B within 7 business days upon expiration of the 12 months' transition period of Party B as per the relevant terms regulated in the "Promissory Note".

6.2 如果乙方未能全面完成第 3 条和第 4 条保证事项，并因此给甲方造成任何损失，且如果承诺付款函转让给了乙方，甲方将有权从承诺付款函金额中扣除相应损失额（最高不超过担保款项），并在乙方 12 个月过渡期满后 7 个工作日内，将剩余款项按照《承诺付款函》相关规定支付给乙方；

In case Party B fails to fulfill his guarantees under Article 3 and Article 4, and hence causes any loss to Party A, and provided the promissory note is assigned to Party B, Party A is entitled to deduct the corresponding loss amount (with the maximum amount not exceeding the Guarantee Amount) from the promissory note, and will pay any amount remaining to Party B within 7 business days upon expiration of the 12 months' transition period of Party B as per the relevant terms regulated in the "Promissory Note".

6.3 如甲方违反本协议约定，乙方有权终止本协议履行，且甲方需立即将承诺付款函金额全额支付给乙方（如果承诺付款函转让给了乙方）。

In case Party A breaches this Agreement, Party B is entitled to terminate this Agreement, and Party A shall pay the promissory note to Party B in full immediately, provided the promissory note is assigned to Party B.

第7条 法律适用与争议的解决

Article 7: Applicable Law and Dispute Resolution

7.1 本协议的订立、效力、变更、解释、履行、终止和由本协议产生或与本协议有关之争议的解决，均受中国（不包括中华人民共和国香港、澳门特别行政区及台湾）法律的管辖。

The formulation, validity, amendments, interpretation, implementation and termination, as well as the settlement of disputes arising out of or related to this Agreement, shall be governed by the laws of the People's Republic of China (excluding the Special Administration Regions of Hongkong and Macao, as well as Taiwan).

7.2 因履行本协议所发生的或与本协议有关的一切争议，双方应通过一切友好方式协商解决，如果协商不成，任何一方均有权提交中华人民共和国黑龙江省哈尔滨中级人民法院诉讼解决。

All disputes arising from the execution of, or in connection with, this Agreement shall be settled through amiable negotiation. In case no settlement can be reached through negotiation, any Party shall have the right to bring the lawsuit to Harbin Intermediate People's Court, Heilongjiang Province, People’s Republic of China

7.3 在诉讼过程中，对于本协议中不涉及诉讼内容的条款继续有效，双方必须继续履行。

During the litigation process, the remaining provisions unrelated to the lawsuit shall continue in full force and effect, which the both parties shall continue to perform.

第8条 本协议经双方签字盖章后生效，直至本协议项下担保款项到期结算清偿后失效。

Article 8: This Agreement shall become valid and binding upon signing and sealing by the both parties until the guarantee amount under this Agreement becomes due and

the payment is settled.

第9条　本协议生效后，任何一方不得擅自变更或提前解除本协议。

Article 9: After this Agreement comes into effect, any Party shall not amend or terminate this Agreement at its own free will.

第10条 本协议一式两份，甲、乙双方各执一份，每份具有同等法律效力。

Article 10: This Agreement shall be executed with each party one copy, and each copy bears the same legal effect.

（以下无正文）

(no text hereinafter)

甲方盖章：

Seal of Party A

授权代表签字：

Signature of the authorized representative:

乙方签字：

Signature of Party B:

见证人签字：

Signature of Witness:

**Promissory Note**
**承诺付款函**

Party A: Hanfeng Evergreen Inc.
甲方：加拿大汉枫常绿有限公司

Party B: Heilongjiang Harbin PengCheng Fertilizer Co., Ltd,
乙方：黑龙江哈尔滨鹏程肥业有限公司

WHEREAS:

鉴于甲乙双方于 2014 年 8 月 8 日签订《股权转让协议》(下称“协议”)，根据协议规定，甲方将以总价款为 2.48 亿元人民币的转让价格将其全资子公司汉枫缓释肥料有限公司（下称“目标公司”）转让给乙方或其指定子公司，其中“总价款的 20%，即 4960 万人民币应通过乙方开具的承诺付款函支付”。

Based on the Share Transfer Agreement （“Agreement”）executed by two parties on August 8, 2014, Party A shall transfer its 100% ownership of the equity shares in its wholly-owned subsidiary, Hanfeng Slow-Release Fertilizer Co., Ltd (“Target Company”), to Party B or the designated subsidiary of Party B at the total transfer price of RMB 248,000,000, of which,“20% , i.e 49,600,000 RMB shall be payable in a promissory note issued by Party B to Party A.”

为进一步明确，双方就 20%转让价款（即 4960 万人民币）的承诺付款函支付达成如下一致：

Therefore, for greater certainty, with regard to the payment of 20% of the total transfer price, i.e., RMB 49,600,000 in the form of promissory note, it is hereby agreed and understood as follows:

第1条　承诺付款函内容：

Information of Promissory Note:

金额：4960 万元人民币；

Amount: RMB 49,600,000;

支付期限：自出票之日起一年

Payment Term: One year since the date of issue.

利息：无息

Interest: 0%

转让：可背书转让

Transferable or not: Transferable by endorsement

第2条　甲方同意，在甲方清算时，按照《股权转让协议》第 2.1.7 条规定在收到乙方全部转让价款（包括 20%承诺付款函）后，"当甲方收到于薪铎和甲方约定的对价后，无条件且不可撤销地将乙方交付的承诺付款函的全部以背书方式转让给于薪铎，作为于薪铎过渡时期的履职及资金保证，如果承诺付款函金额与应付给于薪铎的金额存在差额，差额部分由甲方和于薪铎在加拿大自行协商平衡"，于薪铎对目标公司潜在风险承担责任，具体由乙方同于薪铎单独签署协议另行约定。

Party A agrees to, upon the liquidation of Party A, "unconditionally and irrevocably assign the promissory note issued by Party B to Mr. Xinduo Yu through endorsement upon receipt by Party A of the consideration as agreed to between Mr. Xinduo Yu and Party A" after Party A's receipt of all the transfer price (including 20% in form of promissory note) in accordance with Article 2.1.7 of the Share Transfer Agreement. The promissory note so assigned shall serve as guarantee of performance and fund for Mr. Xinduo Yu during his transition period. Where there is a difference between the promissory note amount and the amount payable to Mr. Xinduo Yu, it shall be negotiated to make up the balance by Party A and Mr. Xinduo Yu themselves in Canada. Mr. Xinduo Yu shall be held liable for potential risks of the Target Company, which shall be subject to a separate agreement executed by Party B and Mr. Xinduo Yu.

第3条　乙方保证，承诺付款函到期后按照承诺付款函约定金额兑付给持票人。如果款项到期应付时，承诺付款函持有人在 7 个工作日内未收到全部或部分应付款，乙方应支付到期款项的 5%作为延期罚款，该延期罚款应由乙方立即到期应付，无需承诺付款函持有人要求。

Party B guarantees that agreed amount of this Note shall be paid to the

holder of the note when it is due and payable. If all or an portion of the payment due hereunder is not received by the holder of the note within 7 working days after the date when such payment is due, Party B shall pay a late charge equal to 5% of such payment, such late charge to be immediately due and payable by Party B without demand by the holder of the note..

第4条 本协议经各方当事人签字后生效。

This promissory note will come into effect upon execution by both parties.

甲方：

Party A:

授权代表（签字）：

Authorized Representative (Signature):

乙方

Party B:

授权代表（签字）：

Authorized Representative (Signature):

**Share Transfer Agreement**

**股权转让协议书**

**Seller ('Party A'): Hanfeng Evergreen Inc.**

**出让方（甲方）：加拿大汉枫常绿有限公司**

By its authorized signatory, Xinduo Yu　　Position: CEO
授权签字人：于薪铎　　职务：首席执行官
Address: Toronto, Ontario, Canada
地址:加拿大安多略省多伦多市

**Buyer ('Party B'): Heilongjiang Harbin Pengcheng Fertilizer Co., Ltd.**

**受让方（乙方）：黑龙江哈尔滨鹏程肥业有限公司**

By its authorized signatory, Yanjia Ren　　Position: Vice GM
授权签字人：任延嘉　　职务：副总经理
Address: Harbin, Heilongjiang, China
地址:中国黑龙江省哈尔滨市

Whereas:

鉴于：

1. **Hanfeng Slow-Release Fertilizer Co., Ltd.** is a company legally registered and established in China , validly existing as a limited liability company in accordance with the laws of China (hereinafter referred to as the 'Target Company'):
   Registration number: 230223100012253
   Legal address: Shangzhi Economic Development Zone, Heilongjiang
   Business scope: Compound and blend fertilizer manufacture
   **黑龙江汉枫缓释肥料有限公司**是一家在中国合法注册成立并有效存续的有限责任公司（以下简称“目标公司”）：
   注册号为：230223100012253
   法定地址为：黑龙江省尚志市经济开发区

经营范围为：复混肥料制造

2. **Hanfeng Evergreen Inc.** (hereinafter referred to as 'Party A') is a corporation organized and existing under the laws of Ontario, Canada and a validly existing corporation. On the date of signing this agreement, Party A is the legal shareholder of the Target Company, whose capital contribution is **37250000** USD, accounting for 100% of the total registered capital of the Target Company. Target Company is a wholly-owned subsidiary of Party A.

   **汉枫常绿有限公司**（以下称“甲方” ）系在加拿大合法注册并有效存续的股份有限公司，系目标公司合法股东，出资额为 37250000 美元，占目标公司注册资本总额的 100％，目标公司是甲方的全资子公司。

3. **Heilongjiang Harbin Pengcheng Fertilizer Co., Ltd.** (hereinafter referred to as 'Party B') is a legally registered company in China and a validly existing limited liability company.

   **黑龙江哈尔滨鹏程肥业有限公司**（以下称“乙方”）系在中国合法注册并有效存续的有限责任公司。

   Both Party A and Party B, through friendly negotiation, on the basis of equality, willingness, and mutual benefit, agree that Party A shall transfer its ownership of 100% of the shares in the Target Company to Party B or its designated subsidiary. Both parties have reached the following agreement:

   现甲乙双方经友好协商，在平等、自愿、互利互惠的基础上，一致同意甲方将其所拥有的目标公司 100％的股权转让给乙方或其指定子公司，双方为此达成如下一致意见：

Clause 1 Definition

定义

The following interpretation for the definition and meaning of words and terms in this agreement shall prevail:

本协议中词语及名称的定义及含义以下列解释为准：

1.1 Right of shares

股权

Party A, as a result of paying for the registered capital of the Target Company, enjoys all the rights conferred to the shareholder of the Target Company under Chinese laws and the Target Company's Articles of Association.

甲方作为目标公司的股东享有目标公司股东资格以及按照中国法律和目标公司章程所赋予的所有的股东权利。

1.2 Date of signing of agreement

协议签署日

This refers to the date when both parties duly execute this agreement, on which date this agreement is effective and binding on the parties.

指协议双方签署本协议的日期，协议从签署之日起生效，并对协议双方有约束力。

1.3 Registered capital

注册资本

This refers to the total amount of capital contributions made and paid for by the shareholder to the Target Company which is registered with governmental authorities.

为在公司登记机关登记的公司全体股东认缴的出资额。

1.4 Agreement Object

协议标的

This refers to the 100% of the equity shares owned by Party A in the Target Company.

指甲方所持有的目标公司100%股权。

1.5 Chinese law and regulations

中国法律、法规

Existing laws, regulations, and legally binding rules, measures, and other forms of normative documents promulgated by the government of the People's Republic of China and its various departments before this agreement comes into effect (including the date of signing this agreement), including but not limited to Company Law of the People's Republic of China, Contract Law of the People's Republic of China, and Foreign Investment Enterprise Law of the People's Republic of China.

于本协议生效日前（含协议生效日）颁布并现行有效的法律、法规和由中华人民共和国政府及其各部门颁布的具有法律约束力的规章、办法以及其他形式的规范性文件，包括但不限于《中华人民共和国公司法》、《中华人民共和国合同法》、《中华人民共和国外资企业法》等。

1.6 Completion of transaction

交易完成

The transaction will be deemed completed when the shares of the Target Company originally registered under the name of Party A in Harbin Administration for Industry and Commerce are legally transferred to Party B or its designated subsidiary.

甲方在哈尔滨市工商行政管理局登记的协议标的变更到乙方或其指定子公司名下时，视为交易完成。

1.7 Transition Period

过渡期

It refers to the period from the effective date of this agreement to the date of completion of the transaction completed in this agreement.

本协议生效之日至本次交易完成之日期间。

1.8 债权债务

Credit and debt

本协议中所提到的目标公司的债务，不包括目标公司应付甲方的债务。

The debt hereto refers to the credit of the Target Company, and the Target Company's debt payable to Party A is excluded.

**Clause 2 Representations and warranties**

**第 2 条 陈述及保证**

2.1 Representations and warranties by Party A

甲方声明和保证

**2.1.1** Party A is the sole legal owner of the Agreement Object, having the full right to dispose of the Agreement Object.

甲方为协议标的的唯一合法拥有者，对协议标的有完全处置权。

**2.1.2** Before signing this agreement, Party A has not signed any legal document in any form relating to the sale of the Agreement Object with any other third party, nor has Party A taken any legal means to dispose of the Agreement Object in any form. Such disposal includes but not limited to transfer, pledge, entrusted management, and transfer of all or part of the rights attached to the Agreement Object.

本协议签署日前之任何时候，甲方未与任何第三方签定任何形式的法律文件、亦未采取任何其他法律允许的方式对协议标的进行任何形式的处置，该处置包括但不限于转让、质押、委托管理、让渡附属于协议标的的全部或部分权利。

**2.1.3** After signing this agreement, Party A agrees not to sign any form of legal document with any third party or take any other steps to dispose of all or part of the Agreement Object. Such disposal includes but not limited to transfer, pledge, entrusted management, and transfer of all or part of the rights attached to the Agreement Object.

本协议签署日后，甲方同意不会与任何第三方签订任何形式的法律文件，亦不会采取任何法律允许的方式对本协议标的的全部或部分进行任何方式的处置，该处置包括但不限于转让、质押、委托管理、让渡附属于协议标的的部分权利。

**2.1.4** Party A guarantees that it will be the sole shareholder of the Target Company until the completion of the share transfer. No other person enjoys right of first refusal to the Agreement Object. After this agreement comes into effect, Party A will use its commercially reasonable efforts to assist Party B to deal with all the procedures involved in the transfer of the Agreement Object, including but not limited to amending the Articles of Association of the Target Company, restructuring the Board of Directors, and filing documents related to equity change with relevant authorities.

甲方保证系目标公司唯一股东，直至交易完成。没有其他任何人对协议标的享有优先购买权。本协议生效后，甲方将尽商业合理努力协助乙方办理协议标的转让的一切手续，包括但不限于修改目标公司的公司章程、改组董事会、向有关机关报送有关股权变更的文件。

**2.1.5** Party A guarantees that, before the formal transfer of shares of the Target Company between Party A and Party B, the Target Company has acquired the important government permits, approvals, and authorizations for its normal production operation, which are all currently in force. Party A shall ensure that none of such government permits, approvals or authorizations is invalid prior to the completion of the transaction.

甲方保证，在甲方与乙方正式交接目标公司股权前，目标公司所拥有的对其开展正常生产经营至关重要的政府许可，批准，授权的当前有效性，并应确保这些政府许可、批准或授权在交易完成前是有效的。

**2.1.6** Party A guarantees, on the date of signing this agreement, all the information of the Target Company provided to Party B, including but not limited to financial position, production and management, company's registration and assets position shall be true and legal in all material respects.

甲方保证于本协议签订日，向乙方提供的目标公司的全部材料，包括但不限于财务情况、生产经营情况、公司工商登记情况、资产情况等均为真实、合法的。

2. 1. 7 Party A agrees that, after full payment of all transfer price by Party B in accordance with Clauses 3.3.1, 3.3.3 and 3.3.4, upon the liquidation of Party A, Party A shall unconditionally and irrevocably assign the promissory note issued by Party B to Mr. Xinduo Yu through endorsement upon receipt by Party A of the consideration as agreed to between Mr. Xinduo Yu and Party A.

The promissory note so assigned shall serve as guarantee of performance and fund for Mr. Xinduo Yu during his transition period. Where there is a difference between the promissory note amount and the amount payable to Mr. Xinduo Yu, it shall be negotiated to make up the balance by Party A and Mr. Xinduo Yu themselves in Canada. To protect Party B from potential risks, should Party A fail to perform the said agreement to assign the promissory note, the provisions of this Agreement and the Guarantee Agreement executed by Party B and Mr. Xinduo Yu shall apply.

甲方同意在乙方按照 3.3.1、3.3.3 和 3.3.4 条款付清全部转让价款（包括 20%承诺付款函）后，在甲方清算时当甲方收到于薪铎和甲方约定的对价后无条件且不可撤销地将乙方交付的承诺付款函全部以背书方式转让给于薪铎，作为于薪铎过渡时期的履职及资金保证。如果承诺付款函金额与应付给于薪铎的金额存在差额，差额部分由甲方和于薪铎在加拿大自行协商平衡。如果甲方未能履行上述约定将承诺付款函转让给于薪铎，乙方为保证自身利益免受潜在风险，将自行按照本协议及乙方与于薪铎签署的保证协议执行。

## 2.2 Representations and warranties by Party B

乙方声明和保证

**2.2.1** With regard to the registering the share transfer, Party B warrants that it is legally capable of acquiring the Agreement Object, and the normal legal procedures of shares transfer will not be affected by its own individual constraints.

关于股权登记，乙方保证其符合法律规定的受让协议标的的条件，不会因为乙方自身条件的限制而影响股权转让法律程序的正常进行。

**2.2.2** Party B has sufficient cash available to acquire the Agreement Object. Party B guarantees to pay the transfer price in accordance with the provisions stipulated in this agreement.

乙方有足够的可用现金能收购协议标的，乙方保证能够按照本协议的约定支付转让价款。

**2.2.3** No filing with, notice to or authorization of, any governmental entity is required by Party B as a condition to the lawful completion of the transaction.

合法完成该交易，乙方无需政府机构的备案或通知，或政府机构的批准。

**2.2.4** Party B acknowledges that to ensure its own benefits it has conducted an independent investigation on the business, operations, assets, liabilities and financial condition of the Target Company, and in making the determination to proceed with the transactions contemplated by this agreement, has relied solely on the results of its own independent investigation and the representations and warranties in section 2.1.

乙方确认其在决定推进本协议所述交易的过程中，为确保自身利益，已经对目标公司的业务、经营、资产、负债和财务状况进行了独立调查，完全依赖自己的独立调查以及 2.1 部分的声明和保证。

2.2.5 Following completion of the transaction, Party B guarantees it will not pay to Mr. Xinduo Yu any payroll, dividend, premium or any other compensation in any form other than reimbursing him for reasonable travel, meals and accommodation expenses to the extent that Party B requests that Mr. Xinduo Yu travel on behalf of Party B or the Target Company.

交易完成后，乙方保证其不会支付于薪铎任何薪资、红利、奖金或其他任何形式的薪酬，对于乙方要求于薪铎代表乙方或目标公司合理出差、饮食和住宿等费用的报销除外。

2.2.6 Party B acknowledges knowing the current assets position, all current and past conditions, all debts and creditor's rights as well as various risks and other obligations of the Target Company as of May 31, 2014, including but not limited to:

乙方承认其了解目标公司截至 2014 年 5 月 31 日的流动资产状况、所有当前和过去的情况、负债和所有者权益，以及各种风险和其他责任，包括但不限于：

2.2.6.1 Sustainable operation related risk caused by the aging equipment of the Target Company;

目标公司设备老化带来的运营持续性风险；

2.2.6.2 Bad debt related risk caused by the current debts and creditor's rights of the Target Company;

目标公司现有债权债务的坏账风险；

2.2.6.3 Legal dispute related risk caused by employee severance of the Target Company;

目标公司员工遣散引起的法律纠纷风险；

2.2.6.4 Potential risks of employee group incidents and laid-off employee disturbance due to the purchase by Party A;

因甲方收购而导致的员工群体事件以及被解雇员工寻衅滋事等潜在风险；

2.2.6.5 Tax source supervision risk;

税源监控风险；

2.2.6.6 The risk that the government compulsively require to restore the environment due to the change of business activities resulting from the share transfer.

因股权转让后经营业务发生变化，政府部门强制要求修复环境的风险；

2.2.6.7 Legal dispute related risk caused by the potential secondary harm resulted from the agrochemical trials, previous production and sales of the Target Company since its operation;;

目标公司运营以来农化实验产生的潜在次生灾害引起的法律纠纷风险，和前期生产、销售等环节产生或引起的潜在法律纠纷风险；

2.2.6.8 Potential assets guarantee, legal disputes, public judgment and all other risks concerning the management and operation of the Target Company during the period when Party A was running without supervision, subject to the proxy contest;

甲方股东代理权战争导致目标公司无领导管理期间，目标公司管理和运营产生的潜在资产担保、法律纠纷、公众舆论及其他一切风险；

2.2.6.9 Other risks for the entity sale.

双方买卖实体的其他风险。

Clause 3 Transfer of shares

股权的转让

3.1 Agreement Object

协议标的

Subject to the terms of this agreement and conditional on obtaining shareholder approval by its shareholders or court approval for the transfer of the Agreement Object, Party A agrees to sell its 100% ownership of the shares in the Target Company and any of its rights to the website and domain name www.hanfengevergreen.com to Party B or its designated subsidiary.

根据该协议条款以及甲方股东的批准或对协议标的转让的法庭批准，甲方同意将其所持有的目标公司 100%的股权以及其对汉枫常绿网站和域名的权利出售给乙方或其指定子公司。

**3.2 Transfer price**

**转让价款**

Based on the financial statements and current conditions of Target Company as of May 31, 2014 ("Benchmark Date"), the total transfer price of the Agreement Object shall be Two Hundred and Forty Eight million RMB (248,000,000 RMB), 80% of which, i.e 198,400,000 RMB or equivalent USD (which shall be converted as per the benchmark exchange rate posted by the People's Bank of China at the date of payment) shall be payable in cash by wire transfer to the designated account of Party A, and the balance of 20% , i.e 49,600,000 RMB shall be payable in a promissory note issued by Party B to Party A.

基于目标公司 2014 年 5 月 31 日（以下称“基准日”）的财务报表及目标公司状况，本协议标的转让总价款为 2.48 亿元人民币（大写：人民币贰亿肆仟捌佰万元整），其中总价款的 80%，即 1.984 亿元人民币或等值美元（按付款之日中国人民银行公布的基准汇率折算）应将现金通过汇款方式汇至甲方指定账户，其余的总价款的 20%，即 4960 万人民币应通过乙方开具的承诺付款函支付给甲方。

3.3 Method and time of payment

付款方式及时间

3.3.1 Within seven business days of the date of signing this agreement, Party B shall pay Party A 5% of the total purchase price, i.e. 12,400,000 RMB or equivalent USD (which shall be converted as per the benchmark exchange rate posted by the People's Bank of China at the date of payment).

本协议签订之日起七个工作日内，乙方向甲方支付总价款的 5%，即 12,400,000 元人民币或等值美元（按付款之日中国人民银行公布的基准汇率折算）。

3.3.2 The payments described in sections 3.3.1 shall be held by Party A as a performance guarantee bond. If the Party B fails to complete the transaction as required in accordance with the terms of this agreement, in addition to any other remedies that Party A may have under applicable law, Party A shall be entitled to retain the performance guarantee bond.

本协议 3.3.1 部分所述的付款，甲方将作为履约保证金。如果乙方未能按照本协议的条款规定完成该交易，除相关法律规定甲方可享有的补救措施外，甲方有权保留履约保证金。

3.3.3 Within ten business days of the date of approval for this transaction by the shareholders of Party A or by the court, Party B shall pay Party A an additional 15% of the total purchase price, i.e.

37,200,000 RMB or equivalent USD (which shall be converted as per the benchmark exchange rate posted by the People's Bank of China at the date of payment).

甲方股东会批准或法庭批准本次股权交易后十个工作日内，乙方再向甲方支付总价款的15%，即37,200,000元人民币或等值美元（按付款之日中国人民银行公布的基准汇率折算）。

3.3.4 Within 10 business days upon closing of the transaction, Party B shall pay Party A the remaining 80% of the total purchase price, i.e. 198,400,000 RMB or equivalent USD (which shall be converted as per the benchmark exchange rate posted by the People's Bank of China at the date of payment), of which, 60% of the total purchase price, i.e. 148,800,000 RMB shall be payable in cash by wire transfer to the designated account of Party A, and 20% of the total purchase price, i.e. 49,600,000 RMB shall be delivered to Party A in the form of promissory note attached to this agreement.

交易完成后十个工作日内，乙方应支付甲方总价款的剩余80%，即1.984亿元人民币或等值美元（按付款之日中国人民银行公布的基准汇率折算），其中60%，即人民币1.488亿元用现金支付至甲方指定账户，20%，即人民币4960万元用本协议所附承诺付款函支付。

3.3.5 After receiving the Transfer Price from Party B in full (including the 20% promissory note), upon the liquidation of Party A, Party A shall unconditionally and irrevocably assign the promissory note to Mr. Xinduo Yu through endorsement upon receipt by Party A of the consideration as agreed to between Mr. Xinduo Yu and Party A as per Representations and warranties 2.1.7. Where there is a difference between the promissory note amount and the amount payable to Mr. Xinduo Yu, it shall be negotiated to make up the balance by Party A and Mr. Xinduo Yu themselves in Canada. Party A agrees that when the note is due and payable, Party B shall pay the 20% transfer price under the note (49,600,000 RMB) in RMB to the holder of the note without any interest, and if the promissory note is assigned to Mr. Xinduo Yu, after deducting any deductible amounts (if any) pursuant to a guarantee agreement to be entered into between Party B and Mr. Xinduo Yu, and pursuant to the terms of the guarantee agreement Mr. Xinduo Yu shall bear any risks to be borne by Party A under 2.2.6 of this agreement.

甲方在收到乙方全部转让价款（包括20%承诺付款函）后，在甲方清算后，应按照声明和保证条款2.1.7在甲方清算时当甲方收到于薪铎和甲方约定的对价后将承诺付款函无条件且

不可撤销地全部转让给于薪铎。如果承诺付款函金额与应付给于薪铎的金额存在差额，差额部分由甲方和于薪铎在加拿大自行协商平衡。甲方同意当承诺付款函到期应付时，乙方应将承诺付款函项下20%的转让价款（4960万元）在根据乙方与于薪铎签署的保证协议扣除应扣除（如果有）款项后直接以人民币方式无息支付至持票人。且在承诺付款函转让给于薪铎后，根据保证协议的条款，本协议履行中任何甲方应承担的2.2.6项下风险均应由于薪铎承担。

3.4 Equity transfer application and procedures

股权转让报批及办理手续

3.4.1 Within 45- 60 days of signing this agreement, Party A shall be responsible for convening Party A's shareholders' meeting to seek the approval of its shareholders for this transaction or Party A shall seek court approval in Canada for this transaction. Party B acknowledges that Party A intends to seek court approval for the completion of this transaction within two weeks after the execution of this Agreement.

本协议签署之日起45到60日内，甲方应负责组织召开甲方股东会，以征求股东同意完成该交易，或者甲方寻求加拿大法庭批准完成该交易。甲方拟定于该协议签署后两周内寻求法庭对该交易的批准，乙方对此知情。

3.4.2 In the event that the resolution of shareholders of Party A to approve this transaction fails to obtain the requisite approval at the shareholders meeting called to approve such resolution or the court fails to approve the completion of this transaction, then this agreement becomes invalid immediately and Party A shall return the 5% Performance Guarantee Bond paid by Party B in equal amount within 3 business days.

如果在股东大会上，甲方股东未获得足够的支持率批准本次交易，或者法庭未批准本次交易，则本协议立即自动失效，甲方需在3个工作日内等额返还乙方已支付的5%的履约保证金。

3.4.3 Within 30 days following the date that Party A's shareholders approve the completion of this transaction or the court approves the completion of this transaction, Party A shall use its commercially reasonable efforts to assist Party B to complete the reorganization of the Board of Directors of the Target Company, and complete all legal documents for the purpose of share transfer.

在甲方股东批准完成本次交易之日或者法庭批准了本次交易之日起 30 个工作日内，甲方应尽商业合理之努力配合乙方完成目标公司董事会的改组，并配合签署股权转让的全部法律文件。

3.4.4 In accordance with Clause 3.4.3 of this agreement, within 3 days of completion of all legal documents for the share transfer, Party A shall file the application to the approval authority, and assist Party B to comply with Chinese law and regulations in registering the share transfer with the relevant authorities in a timely manner.

在按照本协议第 3.4.3 条约定完成本次股权转让的全部法律文件之起 3 日内，甲方应向批准机关报批，并协助乙方按照中国法律、法规及时向有关机关办理股权转让登记。

3.4.5 Both parties agree that the transaction shall be closed within 30 to 45 days upon shareholder approval of Party A or court approval obtained by Party A.

双方约定在获得甲方股东会批准或法庭批准后的 30-45 个工作日内完成交易。

3.4.6 All the tax payable and fees payable involved in the course of share transfer and acquisition, and expenses incurred in equity alteration registration shall be borne by Party B.

股权交易过程中涉及的各种应交税、款、工商变更登记过程中产生的费用由乙方承担。

## Clause 4 Parties rights and obligations after completion of transaction

## 交易完成后各方权利义务的承担

### 4.1 Before completion of transaction

### 交易完成前

Until Party B pays 100% of total purchase price to Party A, Party A will enjoy all the rights and bear all the responsibilities of the Target Company.

在乙方支付给甲方全部应付价款之前，目标公司的所有权利义务由甲方承担。

### 4.2 After completion of transaction

### 交易完成后

**4.2.1** After Party B pays 100% of the total purchase price to Party B, Party B will enjoy all the rights and bear all the responsibilities of the Target Company (including but not limited to all profit it shall enjoy in compliance with the laws, debts and creditor's rights, legal dispute, and other risks and obligations).

乙方支付完全部价款之后，目标公司的所有权利义务，包括并不限于公司依据法律应该享有的全部所有权益、全部债权债务、法律纠纷由乙方承担。

Clause 5 Transition Period

**过渡期**

乙方向甲方支付5%的履约保证金后，乙方有权利派驻人员到目标公司作为驻厂代表。为避免基准日后，目标公司因非正常经营活动产生费用或亏损，从而对转让价款的定价基础产生影响，甲方同意，自基准日至本协议生效之日期间，目标公司发生的一切重大事项（如有）应经乙方驻厂代表补充确认；在过渡期期间，目标公司发生的一切重大事项（如有）应通知驻厂代表并征得其同意。重大事项包括但不限于:在普通业务来往范围外，处置公司资产（出售、担保、抵押、租赁、转移等）或发生交易；遭受任何损失，或发生任何与客户或雇员的关系变化；重大款项支出；修改任何已有的合同或协议；对目标公司产生重大影响的事件；免除任何对他人的债权等。

Party B shall have the right to send a staff to the Target Company as its representative upon paying the Performance Guarantee Bond (5% of the total transfer price) to Party A. To avoid any expense or loss caused by abnormal operation activities of Target Company after benchmark date, which would affect the pricing basis of the transfer price, Party A agrees that during the period from benchmark date to the effective date of this agreement, any material events (if any) of the Target Company shall be acknowledged and confirmed by the representative of Party B, and that during the Transition Period, any material events (if any) shall be notified to the representative of Party B for his permission. The material events include but not limited to: disposal of the company assets (sales, guarantee, pledge, rent and transfer) or transaction, other than the normal business the transaction; any loss, or any change to relationships with clients and employees; large amount of expenses; any changes to existing contracts or agreements; any events having significant impact on the Target Company; releasing creditor's right.

Clause 6 Privacy Policies

保密条款

6.1 Confidential Information

保密资料

For all information held by both parties about this share transfer, including but not limited to the operation conditions, financial position, trade secrets, and technical know-how of Party A, Party B, and the Target Company, both parties have the obligation to keep such information confidential. Unless required by law or judicial bodies, none of the parties can make public or make use of the information.

本次股权转让中，甲方与乙方对所了解的全部资料，包括但不限于甲方、乙方、目标公司的经营情况、财务情况、商业秘密、技术秘密等全部情况，甲方与乙方均有义务保密，除非法律有明确规定或司法机关强制要求，任何一方不得对外公开或使用。

6.2 Publicity or promotion

对外公开或宣传

When both parties promote or make this share transfer known to the public, both parties must follow the same method as negotiated, and ensure that the business reputation of both parties are protected. Without permission from the other party, neither party can publish or publicize any opinions or writings related to this share transfer unless required by applicable law.

甲方与乙方在对外公开或宣传本次股权转让事宜时，采用经协商的统一口径，保证各方的商誉不受侵害。除非法律另有规定，未经另一方同意，任何一方不得擅自对外发表有关本次股权转让的言论、文字。

Clause 7 Breach of Agreement

违约责任

7.1 Any party who breaches the representations, warranties or other obligations under this agreement should bear the responsibilities for breach of agreement and must compensate the other party for any financial losses caused to the other party. This responsibility to pay damages should include all financial losses caused by the breach. Provided, however, following the date of completion of the transaction, when Party B has paid the total transfer price in full and Party A has assigned the promissory note to Mr. Xinduo Yu, the remedy of Party B in respect of any breach of any representation, warranty, or other obligation of Party A under this agreement shall be as set out in the guarantee agreement to be entered into between Party B and Mr. Xinduo Yu.

任何一方因违反于本协议项下作出的声明、保证及其他义务的，应承担违约责任，造成对方经济损失的，还应承担赔偿责任。此赔偿责任应包括对方因此遭受的全部经济损失。但是，如果在交易完成日之后、乙方已付清全部转让价款、且甲方已将承诺付款函转让给于薪铎后，对于任何违反本协议下声明、保证或甲方其他义务的，乙方的补偿应按照乙方与于薪铎签署的保证协议中列明的条款范围执行。

7.2 In the event that either party unilaterally rescinds the agreement, the innocent party has the right to request the party in breach to pay liquidated damages, which is 5% of the entire transfer price.

任何一方单方解除本协议，非违约方有权要求违约方支付违约金，违约金为转让价款总额的 5 %。

7.3 If Party B fails to pay the negotiated share transfer price on time, Party B must pay 0.0006% of the entire payable but unpaid amount to Party A as liquidated damages for each day that such payment is delayed. When the delay in payment reaches 30 days, Party A has the right to rescind the agreement and refuse to return any payments previously made as liquidated damages， and to take any legal measures and steps to have the shares of the Target Company returned to Party A..

因乙方不按时支付本协议约定的股权转让款，每延迟付款一天乙方应向甲方支付应付未付款额每日 0.0006%的违约金，延迟履行达到 30 日时，甲方有权解除本协议并不再退还乙方之前已支付的所有款项，并有权采取任何法律措施将目标公司的股份归还至甲方。

Clause 8 Dispute Resolution

争议的解决

Any disputes arising from this Agreement should be solved by mediation and negotiation in good faith. In case mediation fails, either party has the right to litigate in the place of agreement performance, which is the local people's court where the Target Company is located. Both parties agree to conform to the laws of the People's Republic of China.

各方若发生争议，应友好协商解决。协商不成，任何乙方均有权向目标公司所在地人民法院诉讼解决。双方同意适用中华人民共和国法律解决。

Clause 9 Others

其他

9.1 Amendment to the Agreement

协议修订

Any amendments to the Agreement must be in writing and signed by both parties. Any amendments or newly added content to the Agreement will become part of the agreement.

本协议的任何修改必须以书面形式由双方签署。修改的部分及增加的内容，构成本协议的组成部分。

9.2 Severability

可分割性

If there are clauses in this Agreement that are invalidated by courts with rights of jurisdiction or an validly appointed arbitrator, but such invalidated clauses do not affect the potency of other clauses, the unaffected clauses shall remain valid.

如果本协议的部分条款被有管辖权的法院、仲裁机构认定无效，不影响其他条款效力的，其他条款继续有效。

9.3 Entire Agreement

协议的完整性

This agreement contains all statements and agreements of both parties, and replaces all oral or written statements, warranties, understandings and agreements regarding the terms under this Agreement made before the signing of this agreement. Both parties agree and confirm that any statements and warranties not contained in this Agreement will not form the basis of this Agreement, and thus cannot be relied upon by any parties and may not be used to explain the clauses and conditions in this Agreement.

本协议构成双方之间的全部陈述和协议，并取代双方于协议签字日前就本协议项下的内容所作的任何口头或者书面的陈述、保证、谅解及协议。双方同意并确认，本协议中未订明的任何陈述或承诺不构成本协议的基础；因此，不能作为确定双方权利和义务以及解释协议条款和条件的依据。

Party A:

甲方：

Authorized Representative (Signature):

授权代表（签字）：

(date)

2014 年 8 月 8 日

Party B:

乙方：

Authorized Representative (Signature):

授权代表（签字）：

(date)

2014 年 8 月 8 日

ERNST & YOUNG INC., in its capacity as Court Appointed Receiver of Hanfeng Evergreen Inc.
Plaintiffs

and

YU XINDUO and LEI LI
Defendants

Court File No. CV-16-11325-00CL

*ONTARIO*
**SUPERIOR COURT OF JUSTICE**

Proceeding commenced at Toronto

**RESPONSE TO DEMAND FOR PARTICULARS**


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