

Dated 22 December 2023

BETWEEN

HONG KONG HIGH QUALITY LIMITED
(香港海控有限公司)

AND

CHINA KANGDA FOOD COMPANY LIMITED
(中国康大食品有限公司)

DEED
契约

THIS DEED is made on the 22nd day of December 2023

本契约由以下双方于 2023 年 12 月 22 日签订：

BETWEEN:

- (1) **HONG KONG HIGH QUALITY LIMITED (香港海控有限公司)** (Hong Kong Company Registration No. 3191293), a company incorporated in Hong Kong having its registered office situated at Unit 1610, 16/F, Tower 2, Silvercord, No. 30 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong (the “**HKHQ**”); and

香港海控有限公司，一家在香港注册成立的公司（香港公司编号：3191293），其注册办公所在地位于香港九龙尖沙咀广东道 30 号新港中心二期 16 楼 1610 室（下称“**香港海控**”）；及

- (2) **CHINA KANGDA FOOD COMPANY LIMITED (中国康大食品有限公司)** (Bermuda Company Registration No. 38299), a company incorporated in Bermuda having its shares listed on the Main Board of the Stock Exchange of Hong Kong Limited (HKEx Stock Code: 834) and on the main board of the Singapore Stock Exchange (Singapore stock code: P74). Its registered office is situated at Canon's Court, 22 Victoria Street, Hamilton, HM 12, Bermuda (“**China Kangda**”).

中国康大食品有限公司，一家在百慕大注册成立的公司（百慕大公司编号：38299），并于香港联合交易所有限公司主板上市（香港股票代码：834）及新加坡证券交易所主板上市（新加坡股票代码：P74）上市，其注册办公所在地位于 Canon's Court, 22 Victoria Street, Hamilton, HM 12, Bermuda（下称“**中国康大**”）；及

(HKHQ and China Kangda are collectively referred to as the “**Parties**” and each a “**Party**”).

（香港海控及中国康大统称为“**双方**”，前述每一方单独称为“**一方**”）

WHEREAS:

- (A) China Kangda is indebted to HKHQ in the sum of HK\$39,000,000(as defined hereafter), being a loan advanced by HKHQ to China Kangda on 21 July 2023 under the Loan Agreement (as defined hereafter).

中国康大欠香港海控未偿还本金 39,000,000 港元（如下所定义），为香港海控根据借款协议于 2023 年 7 月 21 日向中国康大提供的借款。

- (B) The Parties wish to enter into this Deed to record their understanding in respect of the outstanding and overdue Loan under the Loan Agreement and the winding-up proceedings commenced by HKHQ against China Kangda under action no. HCCW 468/2023.

双方拟通过签订本契约，以记录双方对贷款协议下未偿还和逾期贷款及香港海控根据诉讼案件编号 HCCW 468/2023 对中国康大提起的清盘程序的共识。

NOW THIS DEED WITNESSES as follows:

此契约现见证如下：

1. PARTIES' ACKNOWLEDGEMENT AND DETAILS ON ARRANGEMENT

双方之共识及安排内容

The Parties hereby irrevocably acknowledge, agree and declare that:

双方在此不可撤销地确认、同意并声明：

- (a) HKHQ and China Kangda entered into a loan agreement (借款协议) dated 19 July 2023 (the “**Loan Agreement**”) in which the Petitioner provided a loan in the sum of HK\$39,000,000 (the “**Loan**”) to HKHQ.

中国康大与香港海控签订日期为 2023 年 7 月 19 日的借款协议(“**借款协议**”), 根据借款协议, 香港海控向中国康大提供一笔 39,000,000 港元的借款 (“**借款**”)。

- (b) The Loan Agreement contains, *inter alia*, clauses to the following effect:

根据借款协议, 其中包括但不限于以下效力的条款：

- (i) clause 1.3 thereof provides that the loan term (借款期限) is one month from the date on which the Loan is remitted by HKHQ to China Kangda's bank account (the “**Loan Term**”) and upon China Kangda's request, the Loan Term can be extended for a period of one month with HKHQ's consent.

借款协议第 1.3 条规定, 借款期限应为香港海控将借款汇入中国康大银行账户之日起一个月 (“**借款期限**”), 如中国康大提出要求, 经香港海控同意, 借款期限可延长一个月。

- (ii) clause 1.4 thereof provides that the Loan is an interest-free loan;

借款协议第 1.4 条规定, 借款为无息借款；

- (iii) clause 2.2(1) thereof states that China Kangda irrevocably agrees and undertakes to HKHQ that it shall repay the Loan in a timely manner; and

借款协议第 2.2 (1) 条规定, 中国康大不可撤销地同意并向香港海控承诺将按时偿还借款；和

- (iv) clause 3.1 thereof provides that the Loan shall be fully repaid by China Kangda to HKHQ within three business days from the date of expiry of the Loan Term.

借款协议第 3.1 条规定, 中国康大应在借款期限到期日起三个工作日内向香港海控全额偿还借款。

- (c) On 21 July 2023, the Loan was remitted by HKHQ to China Kangda's bank account as specified in the Loan Agreement on 21 July 2023, thereby the Loan Term shall expire on 20 August 2023.

香港海控于 2023 年 7 月 21 日将借款汇入中国康大的银行账户。因此，借款的到期日为 2023 年 8 月 20 日。

- (d) By a letter dated 18 August 2023, China Kangda requested and HKHQ agreed to extend the Loan Term to 20 September 2023. By operation of clause 3.1 of the Loan Agreement, the Loan shall be fully repaid by China Kangda on or before 25 September 2023 (the "**Repayment Date**").

根据 2023 年 8 月 18 日的信函，香港海控同意中国康大将借款期限延长至 2023 年 9 月 20 日的要求。根据借款协议第 3.1 条的规定，中国康大应于 2023 年 9 月 25 日（“**还款日**”）或之前全额偿还借款。

- (e) On the Repayment Date, China Kangda has failed to repay the Loan to HKHQ.

在借款还款日，中国康大未能偿还借款予香港海控。

- (f) On 20 October 2023, HKHQ issued a petition to wind up China Kangda (the "**Petition**") (Case No. HCCW 468 of 2023) ("**the Winding Up Proceedings**") with the High Court of Hong Kong on the ground that China Kangda is unable to pay the outstanding and overdue Loan under the Loan Agreement.

2023 年 10 月 20 日，香港海控以中国康大无法偿还贷款协议下未偿还和逾期的贷款为理由，向香港高等法院提出有关中国康大的清盘呈请（案件编号为 HCCW 468 of 2023）（下称“**清盘程序**”）。

- (g) China Kangda hereby acknowledged and admitted that it owed HKHQ the outstanding and overdue Loan in the amount of HK\$39,000,000.

中国康大在此确认及承认其欠香港海控未偿还和逾期的贷款合共 \$39,000,000 港元。

- (h) In consideration of the premises and by way of arrangement, it is hereby irrevocably agreed by the Parties that:-

考虑到前提并以安排的方式，双方在此不可撤销地同意：

- (i) China Kangda shall repay the outstanding and overdue Loan under the Loan Agreement within 3 months from the execution date of this Deed;

中国康大应在本契约签署之日起 3 个月内偿还贷款协议下未偿还逾期贷款；

- (ii) Without prejudice to HKHQ's right to take legal action against China Kangda, including but not limited to issue a fresh Petition for winding up of China Kangda in relation to the Loan, the Loan Agreement and/or this Deed, HKHQ shall apply to the Court for

leave to discontinue the Winding Up Proceedings and withdraw the Petition; and

在不损害香港海控对中国康大采取法律行动的权利的情况下，包括但不限于就贷款、贷款协议和/或本契约发出新的中国康大清盘请愿书，香港海控须向法院申请许可中止清盘程序并撤回有关呈请；及

- (iii) Each party shall bear their own costs of the Winding Up Proceedings.

各方均须自行承担清盘程序的费用。

2. THE PROCEEDINGS AND REPAYMENT 法律程序及还款

- 2.1 After execution of this Deed, HKHQ shall apply to the High Court of Hong Kong as soon as reasonably practicable for leave to discontinue the Winding Up Proceedings and withdraw the Petition.

签立本契约后，香港海控须在合理且切实可行范围内尽快向香港高等法院申请许可，中止清盘程序及撤回呈请。

- 2.2 Within 3 months from the execution date of this Deed, China Kangda shall repay the outstanding and overdue Loan under the Loan Agreement. In the event of China Kangda's default of this Deed (whatever the reason for such default), HKHQ shall be at liberty to take legal action against China Kangda, including but not limited to issue a fresh petition against China Kangda on ground arising from the Loan, the Loan Agreement and/or this Deed (the "New Petition") without further notice to China Kangda and China Kangda undertakes not to oppose the New Petition by reason of the withdrawal of the Petition and/or whatsoever.

自本契约签署之日起 3 个月内，中国康大应偿还贷款协议下的未偿还逾期贷款。如中国康大违反本契约（不论该等违约的理由为何），香港海控有权在无需进一步通知中国康大的情况下，对中国康大采取法律行动，包括但不限于就以贷款、贷款协议及/或此契约所产生的问题为理由向中国康大发出新的呈请书（“新呈请书”），中国康大承诺不会以香港海控已撤回呈请书和/或任何理由反对新呈请书。

3. GENERAL 一般条款

- 3.1 This Deed may only be varied or replaced by a document duly executed by the Parties.

本契约仅可由双方正式签署的文件更改或替换。

- 3.2 This Deed contains the entire understanding between the Parties as to the subject matter contained in it and supersedes all previous agreements, representations, warranties which are contrary to the matters stated herein.

本契约包含双方对此契约所涵盖之事宜的完整理解，并取代与本契约所述事项相反的所有以前的协议、陈述和保证。

- 3.3 China Kangda and HKHQ acknowledge that this Deed has been entered into of their own volition and each has obtained his/her/their independent legal advice before entering this Deed.

中国康大和香港海控特此确认本契约是双方自愿订立的，双方在订立本契约前均已获得其独立法律意见。

- 3.4 Each Party must promptly execute and deliver all documents and take all other action necessary or desirable to effect, perfect or complete the transactions contemplated by this Deed.

各方必须立即签署和交付所有文件，并采取所有其他必要或可取的行动，以实现、完善或完成本契约预期的交易。

- 3.5 Each Party must pay its own legal costs and expenses in relation to the negotiation, preparation and execution of this Deed and other documents referred to in it, unless expressly stated otherwise.

除非另有明文规定，各方必须自行支付与本合同及合同中提及的其他文件的谈判、准备和执行有关的法律费用和费用。

- 3.6 If a provision in this Deed is held to be illegal, invalid, voidable or unenforceable, that provision must be read down to the extent necessary to ensure that it is not illegal, invalid, voidable or unenforceable. If it is not possible to read down a provision as required in this clause, that provision is severable without affecting the validity or enforceability of the remaining part of that provision or the other provisions in this Deed.

如果本契约中的条款被认定为非法、无效、可撤销或不可执行，则必须阅读该条款以确保其不是非法、无效、可撤销或不可执行的。如果无法按照本条款的要求宣读一项条款，则该条款可被分割，但不影响该条款的其余部分或本契约中其他条款的有效性或可执行性。

- 3.7 This Deed may be executed in any number of counterparts all of which taken together constitute one instrument.

本契约可签署任何数量的副本，所有副本加在一起构成一份文书。

- 3.8 This Deed is made in English with the Chinese version for reference only. Each of the Parties hereby acknowledges that it fully understands and has obtained independent legal advice on the English version of this Deed. In the event of conflict, inconsistency between English version and Chinese version, the English version shall always prevail.

本契约以中英文双语编写，以供参考。双方特此确认，其充分理解本契约的英文版本并已就此版本获得独立的法律意见。如本契约的中英版本之间有任何冲突或不一致之处，应以英文版本为准。

- 3.9 This Deed shall be binding on and ensure for the benefit of the successors and assigns of the Parties hereto.

本契约对双方的继承人和受让人具有约束力，并确保他们的利益。

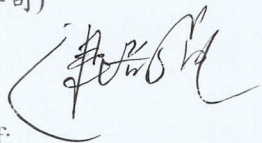
- 3.10 This Deed is governed by and is to be construed in accordance with the laws of Hong Kong. Each Party irrevocably and unconditionally submits to the non-exclusive jurisdiction of the courts of Hong Kong and waives any right to object to proceedings being brought in those courts.

本契約受香港法律約束并須按香港法律解釋。各方均无条件地服从香港法院的非专属管辖权，并放弃反对在该等法院提起诉讼的任何权利。

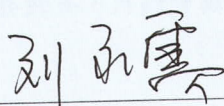
IN WITNESS whereof the Parties have executed this Deed the day and the year first above written.

双方已于文首所述日期签署本契约，以资证明。

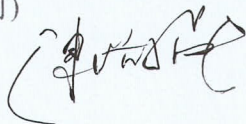
SIGNED as a deed
and SIGNED on behalf of
HONG KONG HIGH QUALITY LIMITED
(香港海控有限公司)



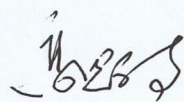
In the presence of:


Name: Liu Yongxu
Title: Director

SIGNED as a deed
and SIGNED on behalf of
HONG KONG HIGH QUALITY LIMITED
(香港海控有限公司)



In the presence of:


Name: Gao Sishi
Title: Director

SIGNED as a deed and
and SIGNED on behalf of
CHINA KANGDA FOOD
COMPANY LIMITED
(中国康大食品有限公司)

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Name: An Fengjun
Title: Executive Director

In the presence of:

Linda. P.