

<p>1. Immunity from Offsetting, Withholding or Deduction</p> <p>The consideration to be effected by “KHS” as referred to in the above Article 5.1 (Consideration for the Sale Equity Interest) or any payment whatsoever to be made by “KHS” under any of the other Articles of this Agreement shall be so effected or made in full amount, being immune from any offsetting, restriction or condition as may be imposed, or any deduction or retention to be made or caused on the ground or basis of any counterclaim; in addition, the above consideration or payment shall not be subject to deduction or withholding of or in respect of any tax, unless “KHS” is required to make such deduction or withholding under the PRC laws. If “KHS” is required to, on the occasion of effecting the above consideration, make deduction or withholding of or in respect of any tax whatsoever under the laws of any country other than the “PRC” (including but not limited to German laws), “KHS” shall pay an additional sum in favour of the Sellers so as to ensure the actual amount received by the Sellers to equal such amount of the consideration as “KHS” would have paid under this Agreement prior to such deduction or withholding. If “KHS” is required to withhold any tax as to the consideration referred to in the above Article 5.1 (Consideration for the Sale Equity Interest) or on the occasion of making any payment under any of the other Articles of this Agreement, the “Sellers” agree to provide “KHS” with all necessary information to enable “KHS” to withhold a proper amount thereof.</p> <p>2. Pre-emptive Right to Purchase</p> <p>Upon expiry of such period as commences</p>	<p>1. 无抵销、扣缴或扣除</p> <p>“KHS”就以上第 5.1 条(“出售股权”的对价)中提到的对价或根据本协议任何其它条款作出任何付款时都应全数支付,不得作出抵销或者设定限制或条件,也不得因或基于任何反请求作出任何扣除或保留,并且不得扣除或扣缴任何税款或者就任何税款作出扣除或预扣,除非“KHS”依中国法律必需作出这样的扣除或扣缴。如果“KHS”依“中国”以外的任何国家法律(包括但不限于德国法律)在支付对价时须扣除或扣缴任何税款或者就任何税款作出扣除或预扣,“KHS”应向“卖方”支付额外金额,以确保“卖方”收到的实际金额等于作出任何这样的扣除或扣缴之前“KHS”根据本协议本应支付的对价数额。如果“KHS”就第 5.1 条(“出售股权”的对价)中提到的对价或根据本协议其他条款作出任何支付时须扣缴任何税款,“卖方”同意向“KHS”提供一切必要的资料,使“KHS”能够扣缴正确的金额。</p> <p>2. 优先购买权</p> <p>自出现第一个股权转让成交日起,直至首个</p>
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<p>from the occurrence of the first Date of Completion of Equity Interest Transfer and ends on the second anniversary after the first Commercial Center has been publicly put into initial operation, the Transferring Party may transfer any or all of the shares and equity interests held by it in any Member Company in accordance with the following provisions:</p> <p>(A) In the case of the Transferring Party intending to transfer its equity interests, it shall, in the first place, give a notice in writing (“Transfer Notice”) to the other Parties of its such intention and also specify in the Transfer Notice its asked price (“Reserve Price”).</p> <p>(B) The other Parties may notify the Transferring Party within 30 working days (“Notification Period”) as to whether they wish to purchase the whole (instead of a part) of the concerned equity interests at the Reserve Price and to undertake pro rata any funding by the Transferring Party in favour of the relevant Member Company. In case a Party gives the said notice to the Transferring Party within the Notification Period, the sale of equity interests to such party shall be consummated within 60 working days after the same notice is given. In an alternative case where more than one Party gives the said notice within the Notification Period to the Transferring Party, stating their wish to purchase the concerned equity interests at the Reserve Price and to undertake pro rata any funding by the Transferring Party in favour of the relevant Member Company, such equity interests shall be distributed among the wishing Parties as agreed therebetween.</p> <p>(C) In the event the other Parties either fail to</p>	<p>商业中心首次公开开业之后两周年的期间届满后，转让方可按照以下规定转让其在任何成员公司中持有的任何或全部股份和股权：</p> <p>(A) 如果转让方希望转让股权，则转让方须首先书面通知（“转让通知”）其他各方其转让股权的意向，并在转让通知中注明转让方所要求的价格（“底价”）。</p> <p>(B) 其他各方将可在 30 个工作日（“通知期”）内通知转让方其是否希望按照底价购买全部（而不是部分）股权及按比例承担转让方向相关成员公司提供的任何资金。如果在通知期内，有一方向转让方发出了所述通知，则向该方出售股权的事宜应在通知发出后的 60 个工作日内完成。如果在通知期内有不止一方向转让方发出通知，说明其希望按照底价购买股权及按比例承担转让方向相关成员公司提供的任何资金，则股权应按照希望购买各方的约定在希望购买各方之间分配。</p> <p>(C) 如果在通知期内其他各方对于拟议中的</p>
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<p>make a reply or have made a negative reply as to the contemplated transfer within the Notification Period, the Transferring Party may transfer the concerned equity interests to a bona fide buying third party at a price not less than the Reserve Price and under terms and conditions not more favourable than those offered to the other Parties. The other Parties shall use their best endeavours to procure the said transfer, including an approval of the relevant Board resolution of the relevant Member Company in relation to the aforesaid transfer.</p> <p>3. Registered Capital</p> <p>3.1 Registered Capital</p> <p>3.1.1 The registered capital of the Company shall be US\$ 100,000,000.</p> <p>3.1.2 As from the Date of Completion, the amount of capital contribution by Party A shall be such Reminbi-denominated amount as is equivalent to US\$ 47,000,000, making up 47% of the Company's registered capital.</p> <p>3.1.3 As from the Date of Completion, the amount of capital contribution by Party B shall be US\$ 53,000,000, making up the remaining 53% of the Company's registered capital.</p> <p>3.2 Capital Contributions by the two Parties</p> <p>The two Parties acknowledge and agree with the followings:</p> <p>3.2.1 As at the Signing Date, the capital contributions in the aggregate amount of US\$ 100,000,000 into the Company's registered capital have already been made in full;</p> <p>3.2.2 As at the Signing Date, the two Parties have made capital contributions in the below stated amounts. Such capital contributions have been verified by the Chengdu Branch of ShineWing Certified Public Accountants Co., Ltd., which has already</p>	<p>转让未给予回复或给予了否定的回复，则转让方可以以不低于底价的价格及按不比向其他方提出的条款和条件优惠的条款和条件将股权转让给一位善意第三买方。其他各方应尽力促成所述转让，包括批准相关的成员公司有关上述转让的相关董事会决议。</p> <p>3. 注册资本</p> <p>3.1 注册资本</p> <p>3.1.1 公司的注册资本为 1 亿美元。</p> <p>3.1.2 自交割日起，甲方出资额为等值于 4700 万美元的人民币，占公司注册资本的 47%。</p> <p>3.1.3 自交割日起，乙方出资额为 5300 万美元，占公司注册资本的 53%。</p> <p>3.2 双方的出资</p> <p>双方确认并同意：</p> <p>3.2.1 截至签署日期，向公司注册资本总计 100,000,000 美元的出资额已全额缴付；</p> <p>3.2.2 截至签署日期，双方已缴付了以下金额的出资，该等出资已经由信永中和会计师事务所有限责任公司成都分所验证并出具日期为 2010 年 2 月 8 日的验资报告：</p>
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presented a Capital Verification Report dated 08 February 2010:

(a) Party A: US\$ 51,000,000 (equivalent to 51% of the paid-in registered capital of the Company);

(b) Party B: US\$ 49,000,000 (equivalent to 49% of the paid-in registered capital of the Company); and

3.2.3 As a result of the equity interest transfer, the two Parties' held portions in the paid-in registered capital of the Company as at the Effectiveness Date are, respectively:

(a) Party A: US\$ 47,000,000 (equivalent to 47% of the paid-in registered capital of the Company);

(b) Party B: US\$ 53,000,000 (equivalent to 53% of the paid-in registered capital of the Company).

4. Financing

4.1 Additional Financing

4.1.1 Pursuant to relevant stipulations, the maximum financing dimension of the Company shall be six times the amount of its registered capital.

4.1.2 Subject to an approval by the Board of Directors, the difference between the Company's investment scale and its registered capital may be settled by means of borrowing in the name of the Company at home or from any Lender. Notwithstanding none of the Parties shall be obligated to provide the Company with a loan, any of the Parties may, in its discretion and subject to compliance with the PRC laws and a due approval from the Examination and Approval Authority as well as the internal approval of its own organization, provide the Company with a shareholder loan or render a guarantee in favour of a lending third party for the purpose of enabling the Company to receive a loan from the lending third party, under the provisions under the ensuing Article 4.3.

(a) 甲方：51,000,000 美元（相当于公司已缴付注册资本的 51%）；

(b) 乙方：49,000,000 美元（相当于公司已缴付注册资本的 49%）；和

3.2.3 经由股权转让，双方截至生效日各自持有的已缴付注册资本如下：

(a) 甲方：47,000,000 美元（相当于公司已缴付注册资本的 47%）；

(b) 乙方：53,000,000 美元（相当于公司已缴付注册资本的 53%）。

4. 融资

4.1 额外融资

4.1.1 根据有关规定，公司融资不超过注册资本的六倍。

4.1.2 经董事会批准，公司投资规模和注册资本之间的差额，可以以公司的名义通过向国内或贷款人借款的方式解决。尽管任何一方均无义务向公司提供任何贷款，但一方可自行决定根据下述第 4.3 条的规定在符合中国法律并获得审批机关批准和该一方公司内部批准的前提下向公司提供股东贷款或为使公司从第三方获得贷款而向第三方贷款人共担保。

4.2 Restriction

The Company must not, on the occasion of raising any fund from the outside, endow any lender with any right whatsoever as to either subscription for the registered capital of the Company or participation in any business activities thereof, however with the exception of any shareholder loan that may be converted into the equity interest of the Company.

4.3 Shareholder Loan

4.3.1 A Party may provide the Company with a shareholder loan or render a guarantee to a lending third party for the purpose of assisting the Company in meeting its financing needs arising from any of its investment or acquisition activities. The two Parties agree and acknowledge that the terms and conditions applicable to such shareholder loan or guarantee (including the terms on interest, security and repayment) shall be commercial terms for general purposes. Such shareholder loan or guarantee shall be subject to an approval by the Board of Directors under the below stated Article 11 and shall satisfy the applicable requirements under the PRC laws.

4.3.2 The Party providing the shareholder loan may request a conversion of the remaining amount of any of its such shareholder loan into the equity interest of the Company, provided such conversion shall be subject to (i) mutual consent by the two Parties; and (ii) a relevant agreement thereon to be signed with the Company; as well as (iii) a necessary approval from the Examination and Approval Authority.

4.2 限制

公司在募集任何外部融资时不得赋予任何贷款人认购公司注册资本或参与业务的任何权利，但任何可转换为公司股权的股东贷款除外。

4.3 股东贷款

4.3.1 一方可以向公司提供股东贷款或向第三方贷款人提供担保以帮助公司满足其在任何其投资或收购活动中的融资需要。双方同意并承认该等股东贷款或担保的条款和条件（包括利息，担保物和还款条款）应是一般商务条款。该等股东贷款或担保须经董事会根据下述第 11 条批准，并符合中国法律下适用的要求。

4.3.2 提供股东贷款的一方可以提出将其任何股东贷款余额转换成为公司的股权，但实现的前提是双方一致同意，并与公司签订所需协议，取得审批机关的必要批准。