

Date 28/05

2020

AGREEMENT FOR SALE OF UNIT TRUST UNITS

LP YM

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THIS AGREEMENT dated 28th day of May 2020

BETWEEN

AND **Beiliu Pty Ltd A.C.N. 633 205 124 ATF Zhaoping Family Superannuation Fund**
of Level 1, 21 Shierlaw Avenue, Canterbury VIC 3126
(Purchasers)

AND **Jee Capital Melbourne Pty Ltd A.C.N. 626 290 999 ATF Lillian & Mocy Family Trust**
of Level 1, 21 Shierlaw Avenue, Canterbury VIC 3126
(Vendor)

AND **New Vision Inv Pty Ltd A.C.N. 639 264 369**
of 10 Ravenswood Court, Montrose VIC 3765
(Trustee Company)

RECITALS

- A. The vendor has agreed to sell and the purchasers have agreed to purchase those units for the price and upon the terms set out hereunder.
- B. Subject to compliance with the terms hereof the trustee has consented to the transfer of the units to the purchasers.
- C. The parties wish to commit the terms of their agreement to writing as follows.
- D. This agreement is subsequent to the unitholder agreement signed on the same date as this agreement.

OPERATIVE PART

1. Interpretation

This agreement is governed by the laws of Victoria and the parties submit to the non-exclusive jurisdiction of the courts of that Victoria.

In the interpretation of this agreement:

- (a) References to legislation or provisions of legislation include changes or re-enactments of the legislation and statutory instruments and regulations issued under the legislation;
- (b) Words denoting the singular include the plural and vice versa, words denoting individuals or persons include bodies corporate and vice versa, references to documents or agreements also mean those documents or agreements as changed, novated or replaced, and words denoting one gender include all genders;

- (c) Grammatical forms of defined words or phrases have corresponding meanings;
- (d) Parties must perform their obligations on the dates and times fixed by reference to the capital city of Melbourne;
- (e) Reference to an amount of money is a reference to the amount in the lawful currency of the Commonwealth of Australia;
- (f) If the day on or by which anything is to be done is a Saturday, a Sunday or a public holiday in the place in which it is to be done, then it must be done on the next business day;
- (g) References to a party are intended to bind their executors, administrators and permitted transferees; and
- (h) Obligations under this agreement affecting more than one party bind them jointly and each of them severally.

2. Unitholders

The Unitholders of the unit trust on the date of sale is as follows:

Unit Holder	Units
New Vision GP Pty Ltd ATF New Vision GP Trust	2829
JEE Capital Melbourne Pty Ltd ATF Lillian & Mocy Family Trust	200000
Lili Shi	40000
Yiping Cao	40000
Total	282829

3. Agreement

The vendor hereby agrees to sell and the purchasers and the unit trust hereby agrees to purchase 200,000 units in the unit trust for the purchase price of \$229,000.00. The parties agree that the purchase price takes into account all assets and liabilities of the business whether accrued before or after the date of settlement. Each party has had thorough examination of the account and uses his or her own judgement as to the fair value of the units.

4. Settlement

On the date of settlement, being 30 June 2020:

- (a) The Purchaser shall pay to the Vendor's nominated account the sum of \$229,000.
- (b) The Vendor shall deliver up to the purchasers duly executed instruments of transfer of their units.

5. No Liability

The Purchasers agree to purchase the units at their own risk. From the date of settlement, the trustee company and all unitholders shall not make any claim against the Vendor in relation to units sold or the business in relation to any loss or damage, will full act, neglect or default of the Vendor including failing to meet any tax liabilities or employment matters or failure to comply with any statutes, by-laws, ordinance or other regulations rising before or after settlement. The purchasers shall indemnify the vendor in the event of the vendor becoming a defendant in any proceeding in respect to the unit trust.

6. Unitholding after settlement

The Unitholding after completion of settlement shall be as follows:

Unit Holder	Units
New Vision GP Pty Ltd ATF New Vision GP Trust	2829
Beiliu Pty Ltd A.C.N. 633 205 124 ATF Zhaoping Family Superannuation Fund	200000
Lili Shi	40000
Yiping Cao	40000
Total	282829

7. Compliance and registration

The trustee hereby certifies that the vendor has complied with the terms of the trust, that the transfer of the units has been approved and agrees to take all steps and carry out all acts to procure the registration on the settlement date of the purchasers as the registered holder of title to the units.

8. Agreement to perfect

The parties hereto agree to execute all documents and do all things whatsoever as may be necessary and desirable to better carry into effect the provisions of this agreement.

9. Time of essence

The parties hereto agree that time shall in all respects be of the essence of this agreement.

10. Notices

A communication required by this agreement, by a party to another, must be in writing and may be given to them by being:

- (a) Delivered personally; or
- (b) Posted to their address specified in this agreement, or as later notified by them, in which case it will be treated as having been received on the second business day after posting; or
- (c) Faxed to the facsimile number of the party with acknowledgment of receipt received electronically by the sender, when it will be treated as received on the day of sending; or
- (d) Sent by email to their email address, when it will be treated as received when it enters the recipient's information system.

11. Waiver or variation

- (a) A party's failure or delay to exercise a power or right does not operate as a waiver of that power or right.
- (b) The exercise of a power or right does not preclude:
 - (i) Its future exercise; or
 - (ii) The exercise of any other power or right.
- (c) The variation or waiver of a provision of this agreement or a party's consent to a departure from a provision by another party will be ineffective unless in writing executed by the parties.

12. Counterparts

This agreement may be executed in any number of counterparts each of which will be an original, but counterparts together will constitute one and the same instrument, and the date of the agreement will be the date on which it is executed by the last party.

13. Costs

Each party shall pay its own costs in relation to this agreement.

Execution page

SIGNED AS AN AGREEMENT

EXECUTED BY JEE CAPITAL)
MELBOURNE PTY LTD (ACN 626)
290 999))

Yangcheng Mo
.....
Sole Director/Secretary

Name: Yangcheng Mo

EXECUTED BY BEILIU PTY LTD)
(ACN 633 205 124))

Yangcheng Mo
.....
Director

Name: Yangcheng Mo

李莉
.....
Director

Name: Lili Peng