

## SHARE PURCHASE AGREEMENT 股票购买协议

THIS AGREEMENT made December 20th, 2013.

本协议于 2013 年 12 月 20 日签署。

AMONG:

签署双方为:

**Goldrea Resources Corp.**, a British Columbia company with its head office at 2A - 15782 Marine Drive, White Rock, British Columbia, V4B1 E6

(the “Vendor”)

高德威资源公司 (Goldrea Resources Corp) 一家在加拿大不列颠哥伦比亚省注册的有限责任公司, 其地址为 2A 15782 Marine Drive, British Columbia, V4B 1E6.

(“卖方”)

AND:

**Xuguang Sun**, a businessman (Chinese ID 37061219841012251X) residing at Zhanggezhuang Village, Dayao town, Muping, Yantai, Shandong, China

(the “Purchaser”)

\_\_\_\_\_, 商人(中国身份证号码 3761219841012251X) 居住地为中国山东烟台牟平大窑镇张格庄村

(“买方”)

WHEREAS: 鉴于

A. The Vendor is the registered and beneficial owner of the following shares in the capital of the Company:

“卖方”是“公司”资本下述股票的法定和利益所有人:

Number of Shares

- 1 -

Class of Shares

common voting with par value of US\$1.00

(the “Shares”)

股票数额

- 1 -

股票级别

具有投票权和面值为 1 美元的普通股

(“股票”)

B. The Vendor has agreed sell to the Purchaser and the Purchaser has agreed to purchase from the Vendor all of the Vendor’s legal and beneficial interest in the Shares upon the terms and conditions hereinafter set forth.

根据下述设定的条款和条件, “卖方”已同意向“买方”出售, “买方”已同意从“卖方”处买入“股票”的法定和利益权。

**NOW THEREFORE THIS AGREEMENT WITNESSES THAT** in consideration of the mutual representations and covenants herein described, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

为此，考虑到本协议中的“双方”的相互承诺以及有效和有价值的对价并在此确认对该对价的接受和充分性，“双方”协议如下：

## 1. INTERPRETATION 解释

1.1 Unless otherwise defined, the following terms have these meanings in this Agreement:

除非另有定义，本协议下列各款定义如下：

- (a) **“Acquisition”** means the Purchaser’s acquisition of all of the issued and outstanding stock of the Company.  
“购买”指“买方”购买“公司”所有已发行的股票。
- (b) **“Agreement”** means this share purchase agreement.  
“协议”指本股票购买协议。
- (c) **“Applicable Laws”** means all applicable rules, policies, notices, orders and legislation of any kind whatsoever of any Regulatory Authority having jurisdiction over the transactions contemplated hereby.  
“适用法”指所有“管理机构”对本协议规定的交易有管辖权和一切适用的规定，政策，通知，命令和法规。
- (d) **“Closing”** means the completion of all the transactions herein on the Closing Date.  
“成交”指於“成交日”本协议中所有交易的完成。
- (e) **“Closing Date”** means \_\_\_\_\_, 201\_\_, or such other date as may be agreed between the Parties.  
“成交日”指 201\_\_年\_\_月\_\_日或“双方”同意的其它日期。
- (f) **“Company”** means Gold Frame Holdings Limited (BVI Company Number 1792655).  
“公司”指 Gold Frame Holdings Limited (英属维尔京群岛公司号码 1792655)。
- (g) **“Confidential Information”** means any and all information that is or has been received by a Party (the “Recipient”) from another Party (the “Discloser”) that:  
“机密情报”指一方(“接收方”)从另一方(“揭秘方”)处获取或已经获取的所有的以下有关情报:
  - (i) relates to the Discloser’s business, operations or activities, or  
有关“揭秘方”的生意，營運或行为，或
  - (ii) is designated by the Discloser as being confidential or is disclosed in circumstances where Recipient would reasonably understand that the disclosed information would be confidential,  
由“揭秘方”指定为机密或“接收方”在揭秘时会合理地理解为机密的情报，  
but excludes information that, without a breach of any obligation owed to the Discloser:  
但排除以下那些对“揭秘方”不构成违约的情报:
  - (iii) is or subsequently becomes publicly available,

那些已经或后变成公开的情报,

- (iv) became known to Recipient before the Discloser's disclosure of such information to Recipient, as evidenced by the Recipient's written records,  
那些“接收方”有书面记录所证明的在“揭秘方”解密时“接收方”已经掌握的情报,
- (v) was disclosed by a third party having a lawful right to do so, or  
那些由具有法律权利的第三方所揭秘的情报, 或
- (vi) was independently developed by Recipient;  
那些由“接收方”独立开发的情报;

and, without limiting the generality of the foregoing, Confidential Information shall include trade secrets, conversations, data, reports, investigations, property inspections, research, projections, work in progress, designs, plans, programs, strategies, government filings and all other confidential concepts, know-how, methods of doing business, ideas, materials or information prepared or performed by or on behalf of the Disclosing Party.

除了以上所述, “机密情报”应包括商业秘密, 谈话, 数据, 报告, 调查, 资产审查, 调研, 预测, 工程进展, 设计, 计划, 方案, 策略, 政府备案和其它所有的机密概念, 诀窍, 从事生意的方法, 构想, 材料或由“揭秘方”或其代表所准备的或执行的情报。

- (h) **“Exchange”** means the TSX Venture Exchange.  
“交易所”指多伦多证券交易所创业板。
- (i) **“Exchange Acceptance”** means acceptance by the Exchange of all the transactions contemplated herein.  
“交易所批准”指“交易所”对本协议所规定的交易的批准。
- (j) **“New Certificate”** means the certificate(s) representing the Shares to be held by the Purchaser.  
“新证书”指“买方”将持有的“股票”证书。
- (k) **“Old Certificate”** means the certificate(s) representing the Shares held by the Vendor.  
“老证书”指“卖方”持有的“股票”证书。
- (l) **“Party”** and **“Parties”** means a party to this Agreement and the parties to this Agreement respectively.  
“一方”和“双方”指本协议的一方或双方。
- (m) **“Purchase Price”** means the sum described in Section 2.1.  
“购买价”指本协议第 2.1 款所规定的购买价格。
- (n) **“Purchaser”** means Xuguang Sun.  
“买方”指\*\*\*。
- (o) **“Regulatory Authority”** means any supranational, national, federal, state, regional, tribal, provincial, local or municipal administrative, judicial, legislative, executive, regulatory, police or taxing government or governmental or quasi-governmental authority of any nature, including any agency, branch, bureau, department, commission, official or entity, or any court, arbitrator or other tribunal, whether domestic or foreign, and including without limitation, the Exchange.

“**管理机关**”指任何国际，国家，联邦，州，地区，部落，省，地方或市政的任何性质的司法，立法，行政，管理，警察或税务的政府或准政府机构，包括任何代理处，分支，局，部门，委员会，官府或实体，或任何法庭，仲裁庭，或其它裁判庭，不论其为国内还是国外的，并绝对包括“交易所”。

(p) “**Shares**” means the shares of the Company held by the Vendor as more particularly described in Recital A.

“股票”特指本协议首页所述之“卖方”所持有的“公司”股票。

(q) “**Time of Closing**” means means 10:00 a.m. (Pacific Standard Time) on the Closing Date.

“成交时间”指“成交日”(太平洋标准时间)上午10时。

(r) “**Vendor**” or means Goldrea Resources Corp.

“卖方”指高德威资源公司 (Goldrea Resources Corp.)。

1.2 **Time of Essence.** Time is of the essence of this Agreement.

关键. 时间是本协议的关键。

1.3 **Headings.** The headings in this Agreement are for reference only and do not constitute terms of the Agreement.

标题. 本协议中的标题仅为方便参考，不构成本协议的条款。

1.4 **Number and Gender.** Whenever the singular or masculine is used in this Agreement the same shall be deemed to include the plural or the feminine or the body corporate as the context may require and vice versa.

数和性. 根据本协议上下文的需要，任何以单数或阳性所使用的词汇应被认定其包含了的复数或阴性所使用的词汇，反之亦然。

1.5 **Currency.** Unless otherwise stated, all references to money in this Agreement shall be deemed to be references to the currency of Canada.

货币. 除非另有特别指明，本协议所涉及的货币为加拿大币。

1.6 **Governing Law.** This Agreement, any amendment, addendum or supplement hereto, and all other documents relating hereto will be governed by and construed in accordance with the laws of British Columbia. The parties hereto irrevocably attorn and submit to the exclusive jurisdiction of the courts of British Columbia with respect to any dispute related to or arising from this Agreement.

适用法律. 本协议，对本协议的修订或补充文本的及所有其它相关的文本应受不列颠哥伦比亚省法律的管辖并按此法律进行解释。本协议各方不可撤销地承认和服从不列颠哥伦比亚省法庭的唯一司法管辖以解决本协议相关的或由本协议而引起的任何纠纷。

1.7 **No Contra Preferentum.** The language in all parts of this Agreement shall in all cases be construed as a whole and neither strictly for nor strictly against any of the parties to this Agreement.

无偏袒性. 本协议中所有的语言文字在任何情况下应被作为整体解释而不应偏袒任何一方。

1.8 **Paramountcy.** This Agreement is in both English and Chinese. The Parties acknowledge and agree that if there are any conflicts or inconsistencies between the English and Chinese versions of the Agreement, the English version shall prevail.

最高权位。本协议用英文和中文书写。“双方”承认和同意如果本协议的英文和中文本有冲突或不一致的地方，应以英文本为准。

## 2. THE TRANSACTION 交易

- 2.1 Purchase and Sale. Subject to the terms and conditions of this Agreement and based on the warranties and representations herein contained the Vendor agrees to sell to the Purchaser, and the Purchaser agrees to purchase from the Vendor the Shares for \$1,500,000 (the “**Purchase Price**”).  
购买和出售. 根据本协议的条款和条件，基于本协议所包含的担保和陈述，“卖方”同意出售给“买方”，“买方”同意向“卖方”购买“购买价”为 1,500,000 加元的“股票”。
- 2.2 Payment of Purchase Price. the Purchaser will pay the Purchase Price by certified cheque or bank draft to the Vendor as follows:  
购买价的支付. “买方”将的如下方或 银行担保的支票或银行本票支付“购买价”：
- (a) the sum of \$500,000 has already been paid to the Vendor as a non-refundable deposit;  
已向“卖方”支付了 500,000 加元，作为不可退还的押金；
  - (b) the sum of \$500,000 shall be paid to the Vendor upon the execution of this Agreement, as a further non-refundable deposit; and  
在签署本协议时向“卖方”支付 500,000 加元作为另一笔不可退还的押金；和
  - (c) the remaining \$500,000 shall be paid to the Vendor on the Closing Date.  
在“成交日”向“卖方”支付余下的 500,000 加元。

## 3. REPRESENTATIONS AND WARRANTIES 陈述和担保

- 3.1 By the Vendor. In order to induce the Purchaser to enter into this Agreement and complete its obligations hereunder, the Vendor represents and warrants to the Purchaser solely with respect to itself that:  
“卖方”. 为了使“买方”签署本协议和履行其责任，“卖方”特此向“买方”作如下的陈述和担保：
- (a) *Power and Capacity.* The Vendor has the power, authority and capacity to enter into this Agreement and carry out its terms.  
权力和能力. “卖方”有权力和能力签署本协议及履行本协议各条款。
  - (b) *Authorization.* The execution, delivery and performance by the Vendor of this Agreement, and the completion of the transactions contemplated herein have been, or will be by Closing, duly authorized by all necessary action on the part of the Vendor, and this Agreement constitutes a legal, valid and binding obligation of the Vendor, enforceable against Vendor in accordance with its terms except as limited by laws of general application affecting the rights of creditors and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.  
授权. “卖方”已被充分授权签署，递交和履行本协议以及于“成交日”完成本协议所规定的交易，本协议对“卖方”的义务具有法律效力和约束力，除了对债权人一般适用的法律

之外，在法庭可以裁决施加如“具体履行”和“禁止”的公平赔偿的范围内，依据本协议的条款对“卖方”具有强制执行力。

- (c) *Non-Contravention.* The execution, delivery and performance by the Vendor of this Agreement, and the completion by the Vendor of the transactions contemplated herein do not and will not:

无冲突: “卖方”对本协议的签署, 递交和履行对本协议规定交易的完成不会:

- (i) contravene, conflict with or constitute a default under any material agreement to which the Vendor is a party or by which it is bound, and, if the Vendor is a corporation, its constating documents;

对“卖方”作为一方或对其有约束的任何重要合约和“卖方”作为公司的章程法规构成冲突, 对立或违约;

- (ii) contravene or conflict with or constitute a violation of any provision of any law, rule, regulation or order binding upon or applicable to the Vendor, subject to obtaining Exchange Acceptance and other authorizations from any Regulatory Authority specifically contemplated in this Agreement;

冲突, 对立或抵触任何适用于“买方”或对“卖方”有约束力的法律, 法条和法规, 但不包括获取“交易所批准”及其它本协议中规定的“管理机关”批准;

- (iii) give rise to a right of termination, cancellation or acceleration or loss of any benefit enjoyed by the Vendor with respect to the Shares; or

造成“卖方”对“股票”所享有的任何利益的终止, 撤销, 失效或取消; 或者

- (iv) result in the creation or imposition of any encumbrances or restrictions of any nature on the Shares.

对“股票”造成任何性质的障碍或限制。

- (d) *Ability to Transfer.* The Vendor has good and marketable title to the Shares and has complete and unrestricted right, power and authority to transfer legal and beneficial title and ownership of the Shares to the Purchaser, free and clear of all liens, claims, charges and Encumbrances whatsoever.

转让能力. “卖方”对“股票”享有有效和转让的权力, 享有完全和不受任何限制的权力和授权将“股票”法律和利益上的所有权转让给“买方”. 该“股票”没有受到过任何形式的留置, 要求, 权利, 指控和障碍。

- (e) *No Agreement for Additional Shares.* The Vendor has no agreement or option from the Company to acquire or receive additional shares of the Company.

无其它股票协议. “卖方”没有向“公司”获取“公司”其他股票的协议或选择权。

- (f) *No Option to Acquire.* The Vendor has not granted to any person any agreement or option to acquire any of its Company Shares, except for the Acquisition described herein.

无购买选择权. 除了本协议的“购买”之处, “卖方”没有允许任何人就购买“公司”的“股票”达成协议或拥有选择权。

- (g) *Not a Non-Resident.* The Vendor is either not a non-resident of Canada within the meaning of the *Income Tax Act*, or will be providing the Purchaser with a clearance certificate pursuant to section 116 of the *Income Tax Act*.

居民. “卖方”是加拿大入息税法规定的居民, 并将根据该法第 116 条向“买方”提供证明。

- (h) *True as at Closing.* The Vendor covenants and represents and warrants in favour of the Purchaser that all of the representations and warranties set forth herein shall be true and correct at the Time of Closing as if made on that date.  
“成交”时正确无误. “卖方”向“买方”保证本协议中所提供的所有陈述和担保在“成交时间”依然同样正确无误。

3.2 By the Purchaser. In order to induce the Vendor to enter into this Agreement and complete its respective obligations hereunder, the Purchaser represents and warrants to the Vendor that:  
“买方”. 为了使“卖方”签署本协议和履行其责任, “买方”特此向“卖方”作如下的陈述和担保:

- (a) *Power and Capacity.* The Purchaser has the power, authority and capacity to enter into this Agreement and carry out its terms.  
权力和能力. “买方”有权力和能力签署本协议及履行本协议各条款。
- (b) *Authorization.* The execution, delivery and performance by the Purchaser of this Agreement, and the completion of the transactions contemplated herein have been, or will be by Closing, duly authorized by all necessary corporate action on the part of the Purchaser, and this Agreement constitutes a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser in accordance with its terms except as limited by laws of general application affecting the rights of creditors and to the extent that equitable remedies such as specific performance and injunctions are only available in the discretion of the court from which they are sought.  
授权. “买方”已被充分授权签署, 递交和履行本协议以及了“成交日”完成本协议所规定的交易, 本协议时“买方”的义务具有法律效力和约束力, 除了对债权人一般适用的法律之外, 在法庭可以裁决施加如“具体履行”和“禁止”的公平赔偿的范围内, 依据本协议的条款对“买方”具有强制执行力。
- (c) *Non-Contravention.* The execution, delivery and performance by the Purchaser of this Agreement, and the completion by the Purchaser of the transactions contemplated herein do not and will not:  
无冲突. “买方”对本协议的签署, 递交和履行对本协议规定交易的完成不会:
- (i) contravene, conflict with or constitute a default under any material agreement to which the Purchaser is a party or by which it is bound;  
对“买方”作为一方或对其有约束的何重要合约构成冲突, 对立或违约;
- (ii) contravene or conflict with or constitute a violation of any provision of any law, rule, regulation or order binding upon or applicable to the Purchaser, subject to obtaining Exchange Acceptance and other authorizations from any Regulatory Authority specifically contemplated in this Agreement;  
冲突, 对立或抵触任何适用于“买方”或对“卖方”有约束力的法律, 法条和法规, 但不包括获取“交易所批准”及其它本协议中规定的“管理机构”批准;
- (iii) give rise to a right of termination, cancellation or acceleration or loss of any benefit enjoyed by the Purchaser under any material agreement, contract or other instrument binding upon the Purchaser or under any material license, franchise, permit or other similar authorization held by the Purchaser; or

对“买方”根据任何利重要协议, 合同和对“买方”有约束力的文件, 或对“买方”所拥有的任何利重要执照, 特许, 许可证或其他类似的授权构成 对其任何利益的终止, 撤销或取消; 或者

- (iv) result in the creation or imposition of any encumbrances or restrictions of any nature on any asset of the Purchaser.

对“买方”的财产造成任何性质的障碍或限制。

- (d) *Regulatory or Third Party Consents and Approvals.* No consent, approval, order, license, permit, certificate, registration or authorization of, or declaration of filing with, any Regulatory Authority or any other third party is required to be obtained by the Purchaser in order to complete the transactions contemplated by this Agreement, except for Exchange Acceptance.

管理方或第三方的同意和批准: 除了“交易所批准”之外, 为了完成本协议所规定的交易, “买方”无需向任何或“管理机关”或第三方取得同意, 批准, 命令, 执照, 许可证, 证明, 备案或授权, 或报备声明。

- (e) *True as at Closing.* The Purchaser covenants and represents and warrants in favour of the Vendor that all of the representations and warranties set forth herein shall be true and correct at the Time of Closing as if made on that date.

“成交”时正确无误: “买方”向“卖方”保证本协议中所提供的所有陈述和担保在“成交时间”依然同样正确无误。

- 3.3 Survival. The representations and warranties of the Parties contained in this Agreement shall survive the Closing and shall continue in full force and effect thereafter for the benefit of the Party to whom the representations and warranties are made.

保持和持续: 本协议中“双方”所提供的陈述和担保保持有效, 并为了陈述和担保接受“一方”的利益在“成交日”之后持续完全保持有效。

#### 4. COVENANTS AND AGREEMENTS 保证

- 4.1 Given by All Parties. Each Party hereby covenants and agrees with the other Parties that it will do the following:

“双方”保证: 各方向其对方作如下保证:

- (a) *Third Party Approvals.* Use its commercially reasonable efforts to obtain, in a timely manner, all necessary consents, approvals (including Exchange Acceptance), licenses, permits, authorizations or filings from shareholders, Regulatory Authorities and third parties to complete the transactions contemplated hereunder and to conduct its business in the normal course;

第三方批准. 以其商业上合理的努力及时从股东, “管理机关”和第三方取得所有必要的同意, 批准(包括“交易所批准”) 执照, 许可证, 授权或报备的完成本协议规定的交易和正常地从事商业活动;

- (b) *Perform Covenants and Satisfy Conditions Precedents.* Comply with all the terms and covenants contained herein, and to seek to satisfy the conditions precedent set out below expeditiously and in good faith;



履行保证和满足先决条件. 履行本协议规定的所有条款, 迅速和有诚意地寻求满足下面列出的先决条件;

- (c) *Representations and Warranties*. Do all such commercially reasonable acts and things reasonably necessary to ensure that all of its representations and warranties remain true and correct and, to the extent commercially reasonable, not do any such act or thing that would render any representation or warranty untrue or incorrect; and  
陈述和担保. 采取所有商业上合理的行为合理必要地保证其所有陈述和担保正确无误并不采取任何会使其陈述和担保变为虚假和错误的行为; 和
- (d) *Further Assurances*. Duly execute and deliver, or cause to be duly executed and delivered, to the other Parties such further instruments and do and cause to be done such further acts as may be necessary, advisable or proper to carry out the provisions and purposes of this Agreement.  
进一步保证. 为履行本协议条款和目的, 及时向对方签署和递交所必须, 应该或恰当的其它文件并进一步采取其它必须, 应该或恰当的行为。

## 5. CONDITIONS PRECEDENT 先决条件

- 5.1 In Favour of All Parties. The obligations of all Parties to complete the transactions contemplated in this Agreement are subject to the fulfillment of the following conditions:

对各方有利. 各方对本协议所规定的交易而承担的责任取决下列各条件的满足:

- (a) *Third Party Approvals*. Each Party has obtained all required director, shareholder, regulatory and third party consents and approvals for all of the transactions contemplated herein, including but not limited to any required consent or approval under existing material agreements of the Vendor;  
第三方批准. 各方均已取得为达成本协议所规定的全部交易所必须的董事会, 股东, 管理者和第三方的同意和批准, 包括但不限于“卖方” 现有的重要合同所必须的一切同意和批准;
- (b) *Perform Covenants*. Each Party has performed and complied with all of its respective covenants and agreements contained in this Agreement;  
履行承诺. 各方均已履行和完成了本协议所规定的全部有关的承诺和保证;
- (c) *Exchange Acceptance*. The Exchange has accepted, or conditionally accepted, all of the transactions contemplated herein;  
“交易所批准”. “交易所” 已接受或有条件地接受本协议所规定的交易;
- (d) *No Prohibition*. On or before the Closing Date, no injunction or restraining order of a court or administrative tribunal of competent jurisdiction shall be in effect which prohibits the transactions contemplated hereunder and no action or proceeding shall have been instituted and remain pending before any such court or administrative tribunal to restrain or prohibit the transactions contemplated hereby; and  
无禁忌. 没有任何法庭或有管辖权的行政裁决机关关于“成交日” 当天或之前对本协议规定的交易施加了禁令或限制令, 也没有任何人在此类法庭或行政裁决机关提起过禁止或限制交易的诉讼; 和

- (e) *Representations and Warranties.* The representations and warranties of each Party contained in this Agreement will be true and correct at the Time of Closing as though such representations and warranties had been made on and as of the Time of Closing.

陈述和担保. 各方在本协议中所作的陈述和担保在“成交时间”正确无误, 而且这些陈述和担保应该能够被视为是在“成交时间”作出的。

The conditions precedent set forth above are for the benefit of the Purchaser on the one hand, and the Vendor on the other, and may be waived in whole or in part by the benefitting Party at any time on or before the Time of Closing.

上述所设立的先决条件一方面是为了“买方”的利益, 另一方面是为了“卖方”的利益. 任何受益方可在“成交时间”或之前放弃全部或部分的先决条件。

## 6. INDEMNITY 赔偿

- 6.1 Indemnity by the Vendor. Without prejudicing any other remedy available to the Purchaser at law or in equity, the Vendor shall fully indemnify and save harmless the Purchaser from and against any and all costs, losses, damages or expenses suffered or incurred by the Purchaser in any manner arising out of or relating to:

由“卖方”作出赔偿. 在不影响“买方”在法律上享有的其它赔偿的同时, “卖方”必须对“买方”因下述各条款承受到的任何和全部费用, 损失和损害作出赔偿:

- (a) any representation or warranty of the Vendor set forth in this Agreement being untrue or incorrect and knowingly or recklessly made by the Vendor or the failure of the Vendor to observe or perform any of its covenants or obligations pursuant hereto;  
本协议中“卖方”作了虚假错误的陈述或担保并且是“卖方”故意或鲁莽所为, 或者“卖方”没有遵守或履行本协议所规定的保证和责任;
- (b) any misrepresentation in or omission from any certificate or other instrument furnished to the Purchaser hereunder; and  
向“买方”提供的任何执照, 证明或其它文件中有错误陈述或遗漏; 和
- (c) any and all actions, suits, proceedings, demands, assessments, judgments, costs and legal and other expenses incident to any of the foregoing.  
伴随上述任何一条款而引起任何和全部的提告, 诉讼, 要求, 罚款, 判决, 费用, 法律和其它开支。

- 6.2 Indemnity by the Purchaser. Without prejudicing any other remedy available to the Vendor at law or in equity, the Purchaser shall fully indemnify and save harmless the Vendor from and against any and all costs, losses, damages or expenses suffered or incurred by the Vendor in any manner arising out of or relating to:

由“买方”作出赔偿. 在不影响“卖方”在法律上享有的其它赔偿的同时, “买方”必须对“卖方”因下述各条款承受到的任何和全部费用, 损失和损害作出赔偿:

- (a) any representation or warranty of the Purchaser set forth in this Agreement being untrue or incorrect and knowingly or recklessly made by the Purchaser or the failure of the Purchaser to observe or perform any of its obligations pursuant hereto;  
本协议中“买方”作了虚假错误的陈述或担保并且是“买方”故意或鲁莽所为, 或者“买方”没有遵守或履行本协议所规定的保证和责任;

- (b) any misrepresentation in or omission from any certificate or other instrument furnished to the Vendor hereunder; and  
向“卖方”提供的任何执照, 证明或其它文件中有错误陈述或遗漏; 和
- (c) any and all actions, suits, proceedings, demands, assessments, judgments, costs and legal and other expenses incident to any of the foregoing.  
伴随上述任何一条款而引起任何和全部的提告, 诉讼, 要求, 罚款, 判决, 费用, 法律和和其它开支。

## 7. OTHER 其它

- 7.1 Independent Legal Advice. The Purchaser acknowledge that this Agreement was prepared by Vector Corporate Finance Lawyers, counsel for the Vendor, and acknowledge and agree that he has been advised by the Vendor and its counsel to obtain independent legal, accounting, investment and tax advice prior to the execution and delivery of this Agreement, and if the Purchaser did not avail himself of that opportunity before signing this Agreement, he did so voluntarily and without any undue pressure or influence. The Purchaser agrees that any failure to obtain independent legal, accounting, investment or tax advice shall not be used as a defense to the enforcement of the Purchaser's obligations under this Agreement.

独立法律咨询意见. “买方”承认本协议是由“卖方”的律师(Vector Corporate Finance Lawyers)为“卖方”起草和制定的, 并承认“卖方”和其律师均已向“买方”提议在签署和递交本协议前“买方”应获取独立的法律, 会计, 投资及税务咨询意见. 如果“买方”没有利用该机会, 他是自愿放弃该机会, 并未受到任何不当的压力和影响。“买方”同意他不得用他放弃取得独立的法律, 会计, 投资或税务咨询意见作为反对“卖方”进行强制执行他在本协议中的责任的辩护。

## 8. CLOSING 成交

- 8.1 Closing Date. The Closing shall take place at the Time of Closing on the Closing Date, or such other time, date or place as the Parties may mutually agree upon.

“成交日”. “成交”应于“成交日”在“成交时间”完成, 或者应于“双方”同意的其它日期, 时间或地点完成。

- 8.2 Location of Closing. The Closing shall take place at the offices of Vector Corporate Finance Lawyers at Suite 1040, 999 West Hastings Street, Vancouver, British Columbia, or such other place that the Parties may mutually agree upon.

成交地点. “成交”地点应在不列颠哥伦比亚省温哥华市 Suite 1040, 999 West Hastings Street, Vector Corporate Finance Lawyers 的办公室或“双方”同意的其它地点。

- 8.3 Deliveries by the Vendor. At Closing, the Vendor shall deliver to the Purchaser the following documents:

“卖方”递交的文件. “成交”时, “卖方”应向“买方”递交以下文件:

- (a) the Old Certificate, accompanied by a duly executed stock power of attorney, or alternatively with the form of transfer on the reverse duly executed for transfer;  
“老证书”和正式签署的股票委托书, 或者正式背书转让的“老证书”;
- (b) the New Certificate, duly executed;

正式签署的“新证书”;

- (c) certified directors' resolution of the Vendor authorizing the transactions contemplated in this Agreement;  
以书面形式证明的授权本协议之交易的“卖方”董事会决议;
- (d) duly signed resignations of all of the Company's directors and officers;  
所有“公司”的董事和行政人员正式签署的辞呈;
- (e) a release, in form and substance satisfactory to the Purchaser's solicitor, executed by the Vendor in favour of the Company, its directors, officers and shareholders, releasing the Company, its directors, officers and shareholders from any and all manner of actions, causes of action, suits, proceedings, debts, dues, profits, expenses, contracts, damages, claims, demands and liabilities whatsoever, in law or equity which the Vendor ever had, now has, or may have against the Company, its directors, officers or shareholders; and  
以“买方”律师认为满意的形式和实质内容, 为了“公司”, 其董事, 行政人员和股东的利益, 由“卖方”签署的关于“卖方”对“公司”, 其董事, 行政人员和股东依据法律已拥有, 现有或可能拥有的任何形式的提告, 诉讼, 债务, 欠款, 利益, 费用, 合同, 损害赔偿, 权利和要求给予赦免的文件; 和
- (f) any other document or instrument, duly executed, which in the reasonable opinion of the Purchaser's solicitor, are necessary to effect and evidence the transfer of the Shares to the Purchaser free and clear of all liens, charges and encumbrances whatsoever.  
“买方”律师合理地认为转让“股票”和证明 此“股票”转让無任何形式的留置, 指控和障碍而必须式签署的其它文件。

8.4 Deliveries by the Purchaser. At Closing, the Purchaser shall deliver to the Vendor:  
“买方”递交的文件. “成交”时, “买方”应向“卖方”递交以下文件:

- (a) a certified cheque or bank draft in the amount(s) specified in section 2.2 for the payment of the Purchase Price;  
一張银行担保的支票或银行本票, 金额是本协议第 2.2 条所指定的;
- (b) a release, in form and substance satisfactory to the Vendor's solicitor, executed by the Purchaser in favour of the Vendor, its directors, officers and shareholders, releasing the Vendor, its directors, officers and shareholders from any and all manner of actions, causes of action, suits, proceedings, debts, dues, profits, expenses, contracts, damages, claims, demands and liabilities whatsoever, in law or equity which the Purchaser ever had, now has, or may have against the Vendor, its directors, officers or shareholders for or by reason of with respect to any matter, cause or thing whatsoever done or omitted to be done by the Vendor up to the Closing in connection with the Vendor's share ownership in the Company, with the exception of the obligations of the Vendor under this Agreement and any other agreements contemplated herein; and  
以“卖方”律师认为满意的形式和实质内容, 为了“卖方”, 其董事, 行政人员和股东的利益, 由“买方”签署的关于“买方”对“卖方”, 其董事, 行政人员和股东依据法律已拥有, 现有或可能拥有的任何形式的提告, 诉讼, 债务, 欠款, 利益, 费用, 合同, 损害赔偿, 权利和要求给予赦免的文件. 此項赦免僅針對“卖方”因拥有“公司” 股权於“成交日”之前由于任何作为或不作为而導致的責任, 不包括本协议所规定的“卖方”責任和本协议中“双方” 同意的其它“卖方”責任; 和

- (c) any other document or instrument, duly executed, which in the reasonable opinion of the Vendor's solicitor, are necessary to effect and evidence the transfer of the Shares to the Purchaser free and clear of all liens, charges and encumbrances whatsoever.

“卖方”律师合理地认为转让“股票”和证明 此“股票”转让無任何形式的留置，指控和障碍而必须式签署的其它文件。

## 9. TERMINATION 终止

- 9.1 By either Party. Each of the Parties shall have the right to terminate this Agreement if any conditions precedent set out in Part 5 for the benefit of the terminating Party is not satisfied, released or waived on or before the Closing Date or such earlier date indicated therein.  
由任何“一方”终止. 任何一方均有权在“成交日”或在此之前的日期因为本协议第 5 款为终止方所规定的任何先决条件未能得到满足，解除或放弃而终止本协议。

- 9.2 Survival. In the event this Agreement is terminated, the provisions of Part 10 and section 11.2 shall survive the termination.

保持和持续. 一旦本协议被终止，本协议第 10 款和第 11.2 条保持持续有效。

## 10. PUBLIC DISCLOSURE 公开揭示和透露

- 10.1 Restrictions on disclosure. No disclosure or announcement, public or otherwise, in respect of this Agreement or the transactions contemplated herein will be made by any Party without the prior written agreement of the other Parties as to timing, content and method, provided that the obligations herein will not prevent any Party from making, after consultation with the other Parties, such disclosure as its counsel advises is required by applicable laws or the rules and policies of the Exchange or as is required to carry out the transactions contemplated in this Agreement or the obligations of any of the Parties hereto.

对揭示和透露限制. 除非事先取得“双方”有关时间，内容和方法的书面同意，任何“一方”不得就本协议或本协议规定的交易作公开或私下的揭示透露或宣布。不过，在同对方商谈后，如果“一方”律师指出有关法律或“交易所”的规定要求或者履行本协议或其“一方”的责任需要作出此种揭示和透露，则本条款规定的此 项责任应不能阻止该方作出揭示和透露。

- 10.2 Confidentiality. Except with the prior written consent of the other Party, each of the Parties and, where applicable, its respective employees, officers, directors, shareholders, agents, advisors and other representatives will hold all Confidential Information received from the other Party concerning any of the Parties in strictest confidence and such information shall not be disclosed or used by the recipients thereof. All such information in written or electronic form and documents will be promptly returned to the Party originally delivering them in the event that the transactions provided for in this Agreement are not completed.

保密. 除非事先取得对方的书面同意，任何“一方”和其有关的雇员，行政人员，董事，股东，代理，顾问和其他代表必须对从对方获取的“机密情报”，严守秘密，不得揭示给他人或由他人所使用。如果本协议规定的交易没有完成，则所有从对方获取的该种书面或电子情报必须及时归还给对方。

- 10.3 **Personal Information.** The Purchaser hereby consents to the disclosure of his personal information in connection with the Acquisition and acknowledges and consents to the fact that the Vendor is collecting the personal information (as that term is defined under applicable privacy legislation, including the *Personal Information Protection and Electronic Documents Act* (Canada) and any other applicable similar, replacement or supplemental provincial or federal legislation or laws in effect in Canada from time to time) of the Purchaser for the purposes of completing this Agreement and the transactions contemplated hereby. The Purchaser acknowledges and consents to the Vendor retaining such personal information for as long as permitted or required by law or business practices. The Purchaser further acknowledges and consents to the fact that the Vendor may be required by applicable laws or the rules and policies of the Exchange to provide Regulatory Authorities with personal information concerning the Purchaser, and the Purchaser further consents to the public disclosure of such information by electronic filing or by any other means.

个人信息. “买方”在此同意揭示与“购买”相关的个人信息, 并承认和认同“卖方” 为了完成本协议和本协议所规定的交易正在收集“买方”的个人信息 (“个人信息”这一术语是由有关隐私立法包括加拿大个人信息保护和电子文件和在加拿大随时适用的类似, 取代或增补的省, 或联邦法律所定义的). “买方”承认和同意由“卖方” 在法律和商务允许或要求的时间范围内保有这些个人信息. “买方”进一步承认和同意“卖方” 可能被要求根据适用的法律或“交易所”的规定而向“管理机关”提供有关“买方”的个人信息, “买方”还进一步同意用电子报备或其它的方式公开揭示和透露此种信息。

## 11. GENERAL 一般性条款

- 11.1 **Entire Agreement.** This Agreement contains the whole agreement between the Parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions between the Parties and there are no representations, warranties, covenants, conditions or other terms other than expressly contained in this Agreement.

整体协议. 本协议包含了“双方” 就购买股票所达成的全部协议并取代“双方”所有之前的协议, 谅解, 谈判和讨论。除了明确包含在本协议中的条款, 不存在任何其它的陈述, 担保, 保证, 条件或其它条款。

- 11.2 **Expenses.** Each Party agrees that, whether or not the Transaction is consummated, each will pay its own and its representatives' fees and expenses, including any fee for advice or opinions incurred in connection with the negotiation, preparation, execution and delivery of any agreements, documents, opinions or evaluations contemplated herein, including this Agreement.

费用. 各方同意, 不论交易达成与否, 各方应各自支付自己的代理费用, 包括任何与本协议相关的合同, 文件, 意见书, 估计, 谈判, 准备, 签署和递交时所产生的咨询意见费用。

- 11.3 **Severability.** The invalidity, illegality or unenforceability of any provision of this Agreement shall not affect the validity, legality or enforceability of any other provision hereof.

分割. 本协议中某一条的无效, 非法或不可执行应不得影响任何其它条款的有效性, 合法性或可执行性。

- 11.4 **Further Assurances.** Each Party will execute and deliver to the other any additional instruments and will take any additional steps that may be reasonably required to give full effect to this Agreement.

Any provision contained in this Agreement which requires performance by a Party subsequent to the termination of this Agreement shall survive the termination of this Agreement.

进一步保证. 为了落实本协议, 各方将签署并向对方递交其它增補外文件并采取其它进一步的措施. 本协议所规定的要求“一方”於本协议终止后加以履行的条款应在本协议终止後保持和持续其法律效力。

- 11.5 Amendment & Waiver. No amendment to this Agreement will be valid or binding unless set forth in writing and duly executed by all the Parties. No waiver of any breach of any term or provision of this Agreement will be effective or binding unless made in writing and signed by the Party purporting to give the same, and unless otherwise provided, will be limited to the specific breach waived.

修改和放弃. 除非“双方”以书面正式签署, 任何对本协议的修改均应为无效和无约束力. 除非由“一方”以书面签署宣布放弃追究对本协议某条款的违约, 任何对追究违约的放弃均应为无效和无约束力, 并且, 除非另有规定, 放弃追究违约应仅限于对具体和明确的特定条款放弃追究违约。

- 11.6 Enurement. This Agreement binds and enures to the benefit of the Parties and their respective successors and permitted assigns.

适用和生效. 本协议对“双方” 及各方有关的继承人和所允许的受让人有约束力和法律效力。

- 11.7 Notice. All notices or communications required in this Agreement shall be given in writing and must be delivered to the address(es) set forth above (or at such other address as the other Party may direct in writing): (a) in person, (b) by fax, (c) by registered mail, or (d) by a commercial courier that provides a signature of receipt. Any such communication shall be effective only upon delivery, which for any communication given by facsimile shall mean the transmission date as confirmed by the facsimile transmission report. A signed receipt for the communication shall constitute proof of delivery, but if the sender can prove that delivery was made as provided for above, then it will constitute delivery despite the absence of a signed receipt. If a communication is rejected or undeliverable through no fault of the sender, notice will be deemed served one business day after the date of attempted service.

通知. 本协议所需的所有通知或通讯应以书面形式采用下面所列方式发送到上述各方的地址（或由对方以书面形式指示的其他地址）：（a）亲自送达、（b）传真送达、（c）挂号信邮递，或（d）需收件人签收的商业快递。任何此类通信应於送达后生效，其中传真通信应以传真发送报告上確定的传真日期作为送达的日期。任何书面签署的通信回执应作为送达的证明。然而若发件人能够证明送达已按上述方式完成，則即使没有签署的回执也应构成送达。如果並非发送人的错误，通信被拒绝或无法投递，則通知应在上述送递之后的一个营业日被视为已经送达。

- 11.8 Execution by Counterparts. This Agreement may be signed manually or electronically in any number of counterparts, each of which when delivered, either by hand, mail, facsimile or other electronic methods of transmission, shall be deemed to be an original and all of which together shall constitute one instrument.

各方签署: 本协议可由任何“一方”单独亲自或以传真或电子邮件签署若干份, 每一份如此签署的文件由人工, 邮递, 传真或其它电子传送方送达后应被视为原件. 这样的文件组合在一起拼構成一份統一的文件。

IN WITNESS WHEREOF the Parties hereto have executed this Agreement as of the date first above written.

“双方” 在此以首页注明的日期签署本协议。

**GOLDREA RESOURCES CORP.**

高德威资源公司

*“James Elbert”*

\_\_\_\_\_  
per: James Elbert, President and CEO

SIGNED, SEALED and DELIVERED by

Xuguang Sun in the presence of:

\_\_\_\_\_ 在证人面前签署并递交

*“Xuguang Sun”*

\_\_\_\_\_  
Signature of Witness

证人签名

\_\_\_\_\_  
**XUGUANG SUN**

\_\_\_\_\_  
Name of Witness

证人姓名

\_\_\_\_\_  
Address of Witness

证人地址