

Business Jet Purchase Agency Agreement

Client (Party A): Royal China Group International Holdings Limited which was incorporated in Hong Kong and whose principal place of business is situate at Suite 2608-11, Champion Tower, Three Garden Road, Central, Hong Kong.

Agency (Party B): Royal China International Holdings Limited which was incorporated in Cayman Islands and whose principal place of business is situate at Suite 2608-11, Champion Tower, Three Garden Road, Central, Hong Kong.

Party A hereby appoints Party B as the agent for the purchase of a **business jet (the "Business Jet") for the price of no more than USD70 million**. The two parties through negotiation hereby agree upon, and shall be bound by, the following terms:

ARTICLE 1. APPOINTMENT

Party A hereby appoints Party B as its exclusive agent for the purchase of a **"Business Jet" (the "Business Jet Purchase")**.

And Party B shall carry out the following Responsibility:

1. Select an appropriate "Business Jet" for Party A on the market.
2. Assist the business jet model selecting; specification selecting; transaction, negotiation and the execution between "business jet seller" and Party A;
3. Complete the business jet technical inspection and documentation hand-over;
4. Business jet equipment inspection and hand-over;
5. Arrange the on-site inspection (Party A at present; including test flight etc.) airworthiness certification status inspection;
6. Business jet insurance while during transaction and management;

7. Assist the business jet registration with required aviation authority;
8. Assist with business jet transportation (cost: case by case);

The list above shows major tasks will be carried out during the purchase of the Business Jet. Both parties agree to negotiate if any matter not described above.

ARTICLE 2. OBLIGATION

1. Party A shall undertake all costs relating to the Business Jet purchase (see Article 3.); Party A shall cooperate with Party B positively and provide necessary materials. Party A should be responsible for the authenticity, legality, accuracy and completeness of the documentation provided and all damage caused to both parties by breaching this term.
2. Party B shall cooperate with Party A positively for the Business Jet Purchase, registration and inspection. It is Party B's responsibility to ensure Party A's best interest at all time. Party B shall contact Party A promptly, executing tasks in time and legally.

ARTICLE 3. FEE & PAYMENT

- Both Parties agree, Party A shall pay Party B the service fee in full based on 1.5% of purchase price of the business jet, and the aggregate service fee shall not (at any time) exceed HK\$10,000,000 or any equivalent currency, within 20 working days after the handover of the business jet from the seller to the Party A. Such service fee shall not include miscellaneous expenses and business jet transportation fees incurred in relation to the Business Jet Purchase which shall be payable by Party A to Party B at the time when the service fee is paid.

Party B's Account information:

Account Name: Royal China International Holdings Limited

Bank: Public Bank (Hong Kong)

USD Account: 714 361695233 (HKD)

ARTICLE 4. CONFIDENTIALITY

Party A and Party B (as the information receiver) cannot publish, copy, sell, rent, transfer, promulgate, let out, disclose or reveal the confidential information. If information receiver encounters loss, theft, damage or any action or accident that may cause the confidential information revealed or damaged, the information receiver shall take all responsibilities. Party B shall not disclose to anyone about Party A's purchase price, travel schedule, passenger information, etc. at any time, save and except that such disclosure is required in compliance with applicable laws or regulations or other regulatory body, and Party B shall give prior written notice to Party A of such disclosure requirement.

ARTICLE 5. TERMINATION

This Agreement will come into effect at the point of signing by both Parties and be terminated after the completion date of Business Jet Purchase or 30 June 2018, whichever is the earlier.

ARTICLE 6. COMPLEMENTARY

If any matters not covered in this Agreement may be discussed separately. A complementary agreement between both Parties other than this Agreement shall be deemed to be a part of this Agreement.

ARTICLE 7. OTHERS

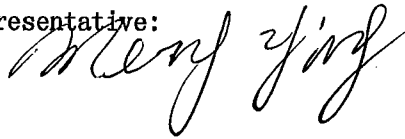
This contract has Four originals; Party A and B each has two copies. Each one has the equal legal effect.

ARTICLE 8. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be governed by, and construed in accordance with, the laws of Hong Kong. Any dispute, controversy or claim arising out of or relating to this term sheet, shall be settled by arbitration in Hong Kong by the Hong Kong International Arbitration Centre ("HKIAC").

Party A:

Representative:



Date:

27/07/2017

Party B:

Representative:



Date:

27/07/2017