

DATED 14 SEPTEMBER 2017

BAA JET MANAGEMENT LIMITED

and

HIMALAYA BUSINESS AVIATION LIMITED

**FRAMEWORK
SERVICES AGREEMENT**

THIS AGREEMENT is made on 14 September 2017

BETWEEN

- (1) **BAA JET MANAGEMENT LIMITED**, a company incorporated in Hong Kong with the limited liability on 27 June 2017 and having its business address at Room 1011, 10/F, New World Tower 1, No.16-18, Queen's Road Central, Hong Kong (the "**Service Provider**");

and

- (2) **HIMALAYA BUSINESS AVIATION LIMITED**, a company incorporated in Hong Kong with the limited liability on 7 March 2017 and having its registered office at Suites 2608-11, Champion Tower, Three Garden Road, Central, Hong Kong (the "**Company**").

(collectively, the "**Parties**", each a "**Party**").

WHEREAS:

- (A) The Service Provider is principally engaged in the provision of business jet management services to customers including but not limited to flight scheduling, aircraft maintenance and crew management in Asia.
- (B) The Company is principally engaged in business jet management business.
- (C) The Company is an indirect non wholly-owned subsidiary of Holdco and the Service Provider, a shareholder of 49% of the equity interest of the Company.
- (C) The Service Provider shall provide the Services (defined below) to the Company for the Business and the parties have agreed to the terms of this Agreement in relation to such Services.

IT IS HEREBY AGREED as follows:

1. Interpretation

- 1.1 In this Agreement, including the Recitals and Schedules, the following terms have the following meanings except where the context otherwise requires:

"Business"

means the business of aircraft management services;

"Charges"

means the charge(s) of the Services determined in accordance with the terms of this Agreement;

“Contract”

means the contract(s) entered into by the Company (as service provider) in relation to the provision of jet management services to any other party during the Term;

“Commencement Date”

means the date of 15 September 2017;

“Holdco”

means Royal China International Holdings Limited (stock code: 1683), a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Main Board of The Stock Exchange of Hong Kong Limited;

“Hong Kong”

means the Hong Kong Special Administrative Region of the People’s Republic of China;

“Order”

means a written order for request of the Services;

“Services”

means the description of the Services as set out in Schedule 1 of this Agreement and as may be amended, modified, consolidated or re-enacted by the Parties in writing from time to time;

“Term”

means for a period commencing from the Commencement Date and expiring on 31 December 2019 (both dates inclusive) or earlier, subject to Clause 4 of this Agreement.

1.2 In this Agreement, unless the context otherwise requires:

1.2.1 references to persons or companies shall include individuals, bodies corporate (wherever incorporated), unincorporated associations and partnerships;

1.2.2 the headings are inserted for convenience only and shall not affect the construction of this Agreement;

1.2.3 any reference to an enactment or statutory provision is a reference to it as it may have been, or may from time to time be amended, modified, consolidated or re-enacted;

1.2.4 references to Clauses, Recitals and Schedules are to clauses, recitals and schedules of this Agreement and the Recitals shall form part of this Agreement; and

1.2.5 words importing the singular include the plural and vice versa and references to one gender include all genders.

2. Provision of Services

2.1 The Service Provider shall provide the Services to the Company, on normal commercial terms, during the continuance of the Term.

2.2 The Service Provider shall provide the Services to the satisfaction of the Company.

2.3 Subject to Service Charges as agreed in writing between the Service Provider and the Company, the Service Provider shall make all arrangements necessary to provide the Services to the Company.

3. Service Charges

The Service Provider agrees and undertakes that the Charges to be offered to the Company for the provision of the Services will be: (a) fair and reasonable; (b) no less favourable to the Company than those offered by independent third parties; (c) determined with reference to the then prevailing market rate of similar services in the market.

4. Duration and termination

4.1 This Agreement shall come into force on the Commencement Date and shall be effective throughout the Term.

4.2 During the Term, the Parties may from time to time enter into specific agreements in respect of the Services, the terms of which shall be subject to this Agreement.

4.3 This Agreement may be renewed by mutual agreement between the Parties after the Term.

4.4 Either party may terminate this Agreement by giving to the other party not less than 90 days' notice in writing, whereupon this Agreement shall be terminated upon the expiry of such notice.

4.5 Either Party shall be entitled forthwith to terminate this Agreement by written notice to the other if:

4.5.1 that other Party commits any breach of any of the provisions of this Agreement and, in the case of a breach capable of remedy, fails to remedy the same within fifteen (15) days after receipt of a written notice giving full particulars of the breach and requiring it to be remedied;

- 4.5.2 an encumbrancer takes possession or a receiver is appointed over any material property or assets of that other Party;
 - 4.5.3 that other Party makes any voluntary arrangement with its creditors or becomes subject to an administration order;
 - 4.5.4 that other Party goes into liquidation (except for the purposes of amalgamation or reconstruction and in such manner that the Company resulting therefrom effectively agrees to be bound by or assume the obligations imposed on that other Party under this Agreement);
 - 4.5.5 that other Party goes into bankruptcy, civil rehabilitation or corporate reorganisation;
 - 4.5.6 anything analogous to any of the foregoing under the law of any jurisdiction occurs in relation to that other Party; or
 - 4.5.7 that other Party ceases, or threatens to cease, to carry on business.
- 4.6 For the purposes of Clause 4.3.1, a breach shall be considered capable of remedy if the Party in breach can comply with the provision in question in all respects other than as to the time of performance (provided that time of performance is not of the essence).
- 4.7 Any waiver by either Party of a breach of any provision of this Agreement shall not be considered as a waiver of any subsequent breach of the same or any other provision thereof.
- 4.8 The rights to terminate this Agreement given by this Clause shall be without prejudice to any other right or remedy of either Party in respect of the breach concerned (if any) or any other breach.
- 4.7 Upon termination of this Agreement, neither Party shall (subject to the accrued rights of either Party in respect of any breaches of this Agreement) have any further obligation under this Agreement to the other.

5. Contracts of Services

- 5.1 An Order requested by the Company and accepted by the Service Provider shall result in a contract for the provision of the Services which are the subject of such Order.
- 5.2 The terms and conditions applicable to every contract of Services made in pursuance of Clause 5.1 above shall be subject to the conditions of Services set out in Schedule 2. In case of discrepancy or conflict between the conditions of Services and this Agreement, the latter shall prevail.

6. Nature of this Agreement

- 6.1 This Agreement is personal to the Parties and neither of them may assign, mortgage charge (otherwise than by floating charge) or dispose of any of its rights and

obligations under this Agreement, save that the Company may transfer or assign its rights or obligations under this Agreement to the Holdco, any of its subsidiaries or its designated entity, but the written consent from the Service Provider is required if transfer or assign its rights or obligations to any other members of the Holdco.

- 6.2 Nothing in this Agreement shall create any partnership, joint venture or relationship of principal and agent between the Parties.
- 6.3 This Agreement contains the entire Agreement between the Parties in respect to its subject matter and supersedes all previous agreements and understandings between the Parties and may not be modified except by an instrument in writing signed by the duly authorised representatives of the Parties.
- 6.4 Both Parties acknowledge that the terms of this Agreement are normal commercial terms in their respective course of business and that such terms have been concluded after arm's length negotiations between the Parties.
- 6.5 This Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong. Any dispute, controversy, or claim arising out of or relating to this Agreement, or breach, termination or invalidity thereof, shall be settled by arbitration at the Hong Kong International Arbitration Centre (HKIAC).

7. **Confidentiality**

The Parties shall not disclosure or reveal any confidential information contained herein, save and except that such disclosure is required in compliance with applicable laws or regulations or as ordered by any other regulatory body.

8. **Notices**

Any notice to be served on either of the Parties by the other shall be sent in writing and be by prepaid recorded delivery or registered post to the address of the relevant Party shown at the head of this Agreement or by facsimile transmission or by electronic mail and shall be deemed to have been received by the addressee within seventy-two (72) hours of posting or twenty-four (24) hours if sent by facsimile transmission or by electronic mail to the facsimile number or electronic mail address of the addressee. All notices, requests and other communications under this Agreement shall be in writing and shall be deemed to have been duly given, if delivered by hand, at the time of receipt or, if communicated by facsimile transmission or by electronic mail, twenty-four (24) hours after despatch or, if mailed, five (5) days after mailing, registered airmail with postage prepaid.

In case of the Company:

Address: Suites 2608-11, 26/F, Champion Tower, Three Garden Road, Central, Hong Kong

Facsimile number : 39555900


Attention: the board of directors

In case of the Service Provider:

Address: Room 1011, 10/F, New World Tower 1, No.16-18, Queen's Road Central,
Hong Kong
Facsimile number : +852 36695300
Telephone number : 36695330
Attention: Li Linsheng

Or such other address, facsimile number and/or electronic mail address as either Party may hereafter notify the other.

AS WITNESS whereof this Agreement was entered into the day and year first above written.

SIGNED by )
for and on behalf of)
BAA JET MANAGEMENT LIMITED)
in the presence of:)

SIGNED by)
for and on behalf of)
HIMALAYA BUSINESS AVIATION)
LIMITED)
in the presence of:)

AS WITNESS whereof this Agreement was entered into the day and year first above written.

SIGNED by)
)
for and on behalf of)
BAA JET MANAGEMENT LIMITED)
in the presence of:)

SIGNED by)
)
for and on behalf of)
HIMALAYA BUSINESS AVIATION)
LIMITED)
in the presence of:)



SCHEDULE 1

The Services

The Services which are required by the Company for the operation of the Business, including (but not limited to):

- (a) aircraft maintenance and repairs;
- (b) annual aircraft examination and permit management;
- (c) crew management, including flight crew license management, training and health checks;
- (d) ground agency services arrangement;
- (e) flight route design and applications;
- (f) obtaining all permits required for aircraft landings and flight route;
- (g) arranging transportation and accommodation for crew members and engineers; and
- (h) any other aircrafts related services agreed by both parties and necessary services required in emergency

SCHEDULE 2

Conditions of Services

1. Interpretation

1.1 Words and expressions defined in the Services Agreement shall, unless otherwise specified or defined, have the same meanings when used in these Conditions.

1.2 In these Conditions:

“Conditions”

means the standard terms and conditions of Services set out in this Schedule and (unless the context otherwise requires) includes any special terms and conditions agreed in writing between the Company and the Service Provider;

“Contract”

means the same meaning as prescribed under the section headed “1. Interpretation” in the Services Agreement; and

“Services Agreement”

means the services framework agreement dated 14 September 2017 and entered into by the Service Provider and the Company relating to the provision of the Services by the Service Provider in relation to the Business of the Company.

1.3 Any reference in these Conditions to any statutory provision shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.4 The headings in these Conditions are for convenience only and shall not affect their interpretation; words importing the singular include the plural and vice versa and references to one gender include all genders.

2. Basis of the Services

2.1 The Service Provider shall provide and the Company shall purchase the Services in accordance with any Order placed by the Company with the Service Provider and accepted by the Service Provider, or any written quotation of the Service Provider which is accepted by the Company, subject in either case to these Conditions, which shall govern the Contract to the exclusion of any other terms and conditions.

2.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Company and the Service Provider.

3. Orders

3.1 The Company shall be responsible to the Service Provider for ensuring the accuracy of the terms of any Order (including any applicable specification) placed by the Company,

and for giving the Service Provider any necessary information relating to the Services within a sufficient time to enable the Service Provider to perform the Contract in accordance with its terms.

4. Terms of payment

4.1 Subject to any special terms agreed in writing between the Company and the Service Provider or set out in an Order accepted by the Service Provider, the Service Provider shall be entitled to issue an invoice to the Company for the Charges at any time after provision of the Services.

4.2 Unless otherwise agreed in writing between the Company and the Service Provider or as set out in an Order accepted by the Service Provider, the Company shall pay the Charges (less any discount to which the Company is entitled) before the end of next each calendar month or upon receipt of the invoice. The time of payment of the Charges shall be of the essence of the Contract. Receipts for payment will be issued by the Service Provider after the fund is cleared.

7. Warranties and liability

7.1 The Service Provider warrants that the Services will be provided with reasonable skill and care.

7.2 The Service Provider shall not be liable to the Company or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of the Service Provider's obligations in relation to the Services, if the delay or failure was due to any cause beyond the Service Provider's reasonable control. Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond the Service Provider's reasonable control:

7.2.1 acts of God, explosion, flood, tempest, fire or accident;

7.2.2 war or threat of war, sabotage, insurrection, civil disturbance or requisition;

7.2.3 acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental or local authority;

7.2.4 import or export regulations or embargoes; and

7.2.5 strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of the Service Provider or of a third party).

8. Indemnity

8.1 The Service Provider agrees to indemnify and keep the Company, its directors, employees, agents and shareholders (each, as "**Indemnified Party**") from and against any cost, loss, liability, claims or damages which any Indemnified Party may incur or suffer as a result of any default by the Service Provider in the performance of any of its obligations under the Services Agreement, or otherwise arise out of or incidental to the provision of the Services.

9. General

- 9.1 No waiver by either Party of any breach of the Contract by the other Party shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 9.2 If any provision of these Conditions or of the Contract is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions or of the Contract and the remainder of the provision in question shall not be affected.
- 9.3 The terms and conditions of this Agreement shall be subject to any applicable requirements of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited.
- 9.4 These Conditions and the Contract shall be governed by the laws of Hong Kong. Any dispute, controversy, or claim arising out of or relating to this Agreement, or breach, termination or invalidity thereof, shall be settled by arbitration at HKIAC