

**SHARE PURCHASE AGREEMENT (THE “AGREEMENT”) DATED DECEMBER 15, 2021 WITH RESPECT TO THE PURCHASE OF 143,626,500 H SHARES OF JINKE SMART SERVICES GROUP CO., LTD. (金科智慧服務集團股份有限公司) (STOCK CODE: 9666) (THE “COMPANY”, TOGETHER WITH ITS SUBSIDIARIES, THE “GROUP”)**

JINKE PROPERTY GROUP CO., LTD. (金科地产集团股份有限公司) (“**Parent**”) and Broad Gongga Investment Pte. Ltd. (“**Investor**”), being parties to the Agreement, agreed, amongst other things, that the Investor will acquire from the Parent 143,626,500 H Shares (the “**Subject Shares**”, each an “**H Share**”), representing 22% of the total issued capital of the Company (the “**Acquisition**”).

The Agreement also provides that:

**(a) Put option**

The Investor will be entitled to (i) demand the Parent or any third party to be designated by the Parent to buy back the Target Shares at an agreed upon price (the “**Put Option**”) or (ii) demand the Parent to compensate the Investor any shortfall in the target return in cash or H Shares, if (i) the earning per share as set out in the audited report for each of the years ended December 31, 2023 and December 31, 2025 does not meet the performance guarantee; (ii) the Investor exercise the Put Option within six months after 120 days of the completion of the Acquisition; (iii) there is any material adverse event; (iv) there is any specified breach of bond obligation by the Parent or the Group; (v) there is any other event of default as specified in the Agreement.

**(b) Transfer restrictions**

The following share transfer restrictions shall apply:

- (i) the Parent shall obtain written consent from the Investor before disposing of any of their H Shares; and
- (ii) the Investor shall avoid any transfer of its H Shares to a third party whereby the third party will become the controlling shareholder of the Company after such transfer.

**(c) Right of first refusal**

The Parent and the Investor shall be entitled to a right of first refusal in respect of each other’s disposal of H Shares.

**(d) Tag along rights**

If the Parent ceases to be the single largest shareholder of the Company as a result of the disposal of its H Shares, the Investor can tag along the Parent’s disposal with any or all of the H Shares held by the Investor.

**(e) Change of control event**

During the period from the completion of the transfer of the Subject Shares till 2026, when the Company fails to attain 20% compound growth rate of its diluted earnings per share, or when the Parent or the Company fails to meet with its debt obligations in excess of certain amount as they fall due, the Investor, holding not less than 45% of the Target Shares, may demand:

- (i) the Parent to sell its H Shares to the Investor such that the Investor or any party or parties designated by the Investor will become the Company's single largest shareholder; and
- (ii) the Parent and the Founder to assist the Investor or such party or parties designated by the Investor in obtaining the control of the board of directors of the Company.

**(f) Call option event**

If the Parent or the Company fails to meet its debt obligations in excess of certain amount as they fall due on or before January 1, 2023, the Investor, holding not less than 45% of the Target Shares, will be entitled to demand (i) the Parent to sell to the Investor or any party or parties designated by the Investor a certain number of H Shares, which shall be the higher of (1) such number of H Shares equivalent to 17.81% of the total issued share capital of Company and (2) the number of H Shares then pledged to the Investor; and (ii) the Parent and the Founder to assist the Investor or such party or parties designated by the Investor in obtaining the control of the board of directors of the Company.

**(g) Share pledge**

In order to guarantee the performance of the Parent's obligations under the Agreement and the repayment obligation contemplated under the mezzanine loan provided by the Investor to a wholly owned subsidiary of the Parent in the PRC of US\$156,800,000, 122,663,113 H Shares (equivalent to 18.79% of the total issued share capital of the Company) have been arranged to pledge to the Investor.