



This is the 1st Affidavit of **Haifeng Wang**
in this case, made on May 10, 2022

No. S197744
Vancouver Registry

IN THE SUPREME COURT OF BRITISH COLUMBIA

**IN THE MATTER OF THE *COMPANIES' CREDITORS ARRANGEMENT ACT*,
R.S.C. 1985, c. C-36, AS AMENDED**

BETWEEN:

**MINISO INTERNATIONAL HONG KONG LIMITED, MINISO INTERNATIONAL
(GUANGZHOU) CO. LIMITED, MINISO LIFESTYLE CANADA INC., MIHK
MANAGEMENT INC., MINISO TRADING CANADA INC., MINISO
CORPORATION and GUANGDONG SAIMAN INVESTMENT DO. LIMITED**

PETITIONERS

AND:

**MIGU INVESTMENTS INC., BRAELOCH HOLDING FORTY-ONE INC.,
BRAELOCH HOLDING INC., BRAELOCH HOLDING ONE INC., BRAELOCH
HOLDING TWO INC., BRAELOCH HOLDING THREE INC., BRAELOCH
HOLDING FOUR INC., BRAELOCH HOLDING FIVE INC., BRAELOCH HOLDING
SIX INC., BRAELOCH HOLDING SEVEN INC., BRAELOCH HOLDING EIGHT
INC., BRAELOCH HOLDING NINE INC., BRAELOCH HOLDING TEN INC.,
BRAELOCH HOLDING ELEVEN INC., BRAELOCH HOLDING TWELVE INC.,
BRAELOCH HOLDING THIRTEEN INC., BRAELOCH HOLDING FOURTEEN
INC., BRAELOCH HOLDING FIFTEEN INC., BRAELOCH HOLDING SIXTEEN
INC., BRAELOCH HOLDING SEVENTEEN INC., BRAELOCH HOLDING
EIGHTEEN INC., BRAELOCH HOLDING NINETEEN INC., BRAELOCH
HOLDING TWENTY INC., BRAELOCH HOLDING TWENTY-ONE INC.,
BRAELOCH HOLDING TWENTY-TWO INC., 1120701 B.C. LTD.
and BRIGHT MIGU INTERNATIONAL LTD.**

RESPONDENTS

AFFIDAVIT OF HAIFENG WANG

I, HAIFENG WANG, Owner of SAMHF005 of #406-9350 High Street, Burnaby, British Columbia, SWEAR THAT:

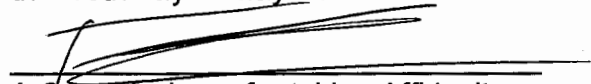
1. I received an email from Darlene Purdy (dpurdy@bridgehouselaw.ca) regarding an Affidavit made by Darlene Purdy filed on May 9, 2022 in this proceeding stating that SAMHF005 be one of the Continuing Stores.

2. Upon my careful review and examination of the Exhibits "A", "B", "C" and "D" attached to the said Affidavit, there is nothing indicates that SAMHF005 has remained to be one of the Continuing Stores.

3. As a matter of fact, Miniso Investment Canada (the "Miniso") had entered into a termination agreement with SAMHF005 on April 17, 2019. Now produced and shown to me and marked as **Exhibit "A"** to this my Affidavit is a true copy of Proof of Claim filed via email by my counsel Tim Xia under the "Promissory Note/Debt JV Investors" category (the "Proof of Claim") which contains an attachment of Termination Agreement.

4. Accordingly, the Proof of Claim adequately discloses that there was a termination of SAMHF005 with Miniso and upon termination, SAMHF005 was left with an unpaid balance owing by Miniso in the amount of **\$120,527.15** which trigged his allowance in this proceeding under the category of **"Promissory Note/Debt JV Investors"**.

SWORN BEFORE ME at the City of
Richmond, Province of British Columbia,
this 10th day of May 2022.


A Commissioner for taking Affidavits
in British Columbia



HAIFENG WANG

TIM YAO-YUAN XIA
Barrister, Solicitor & Notary Public
#1007 - 5911 Alderbridge Way
Richmond, B.C. V6X 4C6
Tel: (604) 636-6071
Fax: (604) 278-8827

Exhibit "A"

Proof of Claim

This is Exhibit "A" referred to
in the affidavit of Hai Feng Wang
sworn before me at Richmond, B.C.
this 10th day of May 2022

[Signature]
A Commissioner for taking Affidavits
for and under the Provisions of British Columbia

PROOF OF CLAIM

IN THE MATTER OF BRIGHT MIGU INTERNATIONAL LTD. (FORMERLY KNOWN AS “MINISO INTERNATIONAL LTD.”)

ALL CAPITALIZED TERMS NOT OTHERWISE DEFINED HEREIN HAVE THE MEANINGS GIVEN TO THEM IN THE ENCLOSED CLAIMS PROCESS INSTRUCTION LETTER, INCLUDING APPENDIX “B” THERETO.

Please read the enclosed letter carefully prior to completing this Proof of Claim.

Please review the Claims Process Orders, which is posted to the Monitor’s Website at:
<https://www.alvarezandmarsal.com/minisocanada>.

1. Particulars of Claim

(a) Please complete the following (The name and contact information should be of the original Creditor, regardless of whether all or any portion of the Claim has been assigned).

| | |
|-----------------------------|---|
| Full Legal Name: | SAMHF005 |
| Full Mailing Address: | 406-9350 University High Street Burnaby B.C. V5A0B6 |
| Telephone Number: | 778-996-6217 |
| Facsimile Number: | |
| E-mail address: | sam1989212@hotmail.com samwanghf@gmail.com |
| Attention (Contact Person): | Haifeng(Sam) Wang cc TimXia, Lawyer Tim@txlawfirm.ca |

(b) Has all or part of the Claim been assigned by the Creditor to another party?

Yes: ☐

No: ☒

2. Particulars of Assignee(s) (If any)

Please complete the following if all or a portion of the Claim has been assigned. Insert full legal name of the assignee(s) of the Claim. If there is more than one assignee, please attach a separate sheet with the required information.

| | |
|-----------------------------------|-----|
| Full Legal Name of Assignee: | N/A |
| Full Mailing Address of Assignee: | |
| Telephone Number of Assignee: | |
| Facsimile Number of Assignee: | |
| E-mail address of Assignee: | |
| Attention (Contact Person): | |

3. Proof of Claim

I, **Haifeng Wang Owner of SAMHF005** (name), **406-9350 University High St Burnaby B.C.** (City and Province, State or Territory) do hereby certify that:

- ☐ I am a Creditor; **or**
☒ I am the **Owner/Sole Proprietor** (state position or title) of **SAMHF005** (name of corporate Creditor), which is a Creditor;
- I have knowledge of all the circumstances connected with the Claim referred to below;
- I (or the corporate Creditor, as applicable) have a Claim against the Respondent(s) indicated beside the checked boxes in Appendix "A" as follows:

PRE-FILING CLAIM as at July 12, 2019, with respect to Bright Migu International Ltd. ("Miniso International Ltd.):

\$ **120,527.15** (insert amount of Claim)

RESTRUCTURING CLAIM:

\$ (insert amount of Claim resulting from the disclaimer, rescission or termination, after the Filing Date, of any contract including any employment agreement, lease or other agreement or arrangement of any nature whatsoever, whether written or oral);

TOTAL \$ **120,527.15**

- I (or the corporate Creditor, as applicable) have a Director/Officer Claim against the following persons (if asserting a Claim against a Director or Officer, insert name(s) of such persons) as follows:

DIRECTOR/OFFICER CLAIM:

\$ _____ (insert amount of Claim)

Note: Claims should be submitted in Canadian Dollars converted using the applicable Bank of Canada exchange rate published on the Filing Date.

4. Nature of Claim

(Check and complete appropriate category)

☒ A. UNSECURED CLAIM OF \$ **120,527.15** . That in respect of this debt, no assets of the Respondents are pledged or held as security.

☐ B. SECURED CLAIM OF \$ _____. That in respect of this debt, assets of the Respondents valued at \$ _____ are pledged to or held by me as security, particulars of which are as follows:

(Give full particulars of the security, including the date on which the security was obtained, and attach a copy of any security documents.)

5. Particulars of Claims

Please attach details concerning the particulars of the Creditor's Claims or Restructuring Claims, as well as any security held by the Creditor.

(Provide all particulars of the Claims and supporting documentation, including the amount, description of transaction(s) or agreement(s) giving rise to the Claims, name of any guarantor which has guaranteed the Claims, amounts of invoices, particulars of all credits, discounts, etc. claimed, description of the security, if any, granted by the relevant Respondent(s) to the Creditor or asserted by the Creditor and estimated value of such security. Where a Claim is advanced against any Director or Officer, please explain the basis for such Claim, including, if applicable, reference to any relevant statutory or other authority.)

6. Filing of Claims

This Proof of Claim **must be received by the Monitor by no later than 5:00 p.m. (Vancouver time) on March 31, 2020** (the "Miniso International Ltd. Claims Bar Date") unless your claim is a Restructuring Claim.

Proofs of Claim for Restructuring Claims arising after the Filing Date must be received by the Monitor by the later of: (a) the Claims Bar Date, and (b) by 5:00 p.m. (Vancouver time) on the day which is 20 days after the date of, as applicable, the Notice of Disclaimer or Resiliation (the "Restructuring Claims Bar Date").

IN ACCORDANCE WITH THE TERMS OF THE CLAIMS PROCESS ORDERS, THE FAILURE TO FILE YOUR PROOF OF CLAIM BY THE CLAIMS BAR DATE, OR THE RESTRUCTURING CLAIMS BAR DATE, AS APPLICABLE, WILL RESULT IN YOUR CLAIM BEING FOREVER BARRED AND EXTINGUISHED, AND YOU WILL BE PROHIBITED FROM MAKING OR ENFORCING A CLAIM AGAINST MINISO INTERNATIONAL LTD. OR THE DIRECTORS AND OFFICERS.

This Proof of Claim must be delivered by prepaid registered mail, personal delivery, e-mail, courier or facsimile transmission at the following addresses:

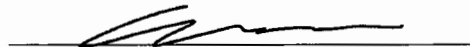
Alvarez & Marsal Canada Inc.
Court-appointed Monitor of Bright Migu International Ltd.
Suite 1680, Commerce Place
400 Burrard Street
Vancouver, British Columbia V6C 3A6
Attention: Nishant Virmani
Telephone: 604.639.0850
Fax: 604.638.7441
Email: nvirmani@alvarezandmarsal.com

DATED this 18 day of February, 2020.



Witness:

Per:



TIM YAO-YUAN XIA
Barrister, Solicitor & Notary Public
#1007 - 5911 Alderbridge Way
Richmond, B.C. V6X 4C8
Tel: (604) 636-8071
Fax: (604) 278-8827

Print name of Creditor:

SAMHF005

If Creditor is other than an individual, print name and title of authorized signatory

Name: HAIFENG WANG

Title: Owner/Solo Proprietor

APPENDIX "A"

RESPONDENTS

| | # | Entity Name |
|-------------------------------------|----|---------------------------------------|
| <input type="checkbox"/> | 1 | Migu Investments Inc. |
| <input checked="" type="checkbox"/> | 2 | Miniso Canada Investments Inc. |
| <input type="checkbox"/> | 3 | Miniso Canada Store Inc. |
| <input type="checkbox"/> | 4 | Miniso (Canada) Store One Inc. |
| <input type="checkbox"/> | 5 | Miniso (Canada) Store Two Inc. |
| <input type="checkbox"/> | 6 | Miniso (Canada) Store Three Inc. |
| <input type="checkbox"/> | 7 | Miniso (Canada) Store Four Inc. |
| <input type="checkbox"/> | 8 | Miniso (Canada) Store Five Inc. |
| <input type="checkbox"/> | 9 | Miniso (Canada) Store Six Inc. |
| <input type="checkbox"/> | 10 | Miniso (Canada) Store Seven Inc. |
| <input type="checkbox"/> | 11 | Miniso (Canada) Store Eight Inc. |
| <input type="checkbox"/> | 12 | Miniso (Canada) Store Nine Inc. |
| <input type="checkbox"/> | 13 | Miniso (Canada) Store Ten Inc. |
| <input type="checkbox"/> | 14 | Miniso (Canada) Store Eleven Inc. |
| <input type="checkbox"/> | 15 | Miniso (Canada) Store Twelve Inc. |
| <input type="checkbox"/> | 16 | Miniso (Canada) Store Thirteen Inc. |
| <input type="checkbox"/> | 17 | Miniso (Canada) Store Fourteen Inc. |
| <input type="checkbox"/> | 18 | Miniso (Canada) Store Fifteen Inc. |
| <input type="checkbox"/> | 19 | Miniso (Canada) Store Sixteen Inc. |
| <input type="checkbox"/> | 20 | Miniso (Canada) Store Seventeen Inc. |
| <input type="checkbox"/> | 21 | Miniso (Canada) Store Eighteen Inc. |
| <input type="checkbox"/> | 22 | Miniso (Canada) Store Nineteen Inc. |
| <input type="checkbox"/> | 23 | Miniso (Canada) Store Twenty Inc. |
| <input type="checkbox"/> | 24 | Miniso (Canada) Store Twenty-One Inc. |
| <input type="checkbox"/> | 25 | Miniso (Canada) Store Twenty-Two Inc. |
| <input type="checkbox"/> | 26 | 1120701 B.C. Ltd. |
| <input checked="" type="checkbox"/> | 27 | Bright Migu International Ltd. |

This **INVESTMENT AND COOPERATION AGREEMENT** (the “**Agreement**”) is made and entered into this day of 07, Nov, 2018 (“**Effective Date**”) by and between:

Miniso Canada Investments Inc. (“**Miniso Canada**”), a company incorporated under the laws of the Province of British Columbia, with its address at 13600 Maycrest Way, Richmond B.C. V6V 2W2

SAMHF005 (hereinafter referred to as “**Investor**”), a Sole Proprietorship created under the laws of the Province of British Columbia with its registered office at 406 - 9350 UNIVERSITY HIGH ST BURNABY BC V5A 0B6

(MINISO CANADA and the Investor shall be collectively referred to as the “**Parties**” and individually as a “**Party**”).

WHEREAS, Miniso Canada holds a sub-master license (“**Sublicense**”) for a trademark and/or trade name of Miniso (the “**Marks**”) in Canada (the “**Territory**”), and has the right to operate a retail business in consumer products, including but not limited to household goods and accessories, in the Territory under the Marks (the “**Business**”);

WHEREAS, Miniso Canada will operate and manage the Business through retail storefront (the “**Miniso Store**”).

WHEREAS, the Investor wishes to invest in the Miniso Store in the Territory;

Lansdowne Centre: Unit 420 - 5300 No. 3 Road Richmond, BC V6X 2X9

NOW, THEREFORE, in consideration of the forgoing recitals and mutual terms and conditions contained herein, the Parties do hereby agree as follows:

Investment

1. The Investor’s investment in the Miniso Store shall be made in accordance with the terms specified below:

(a) Investment Contribution. Unless otherwise stipulated by the terms and conditions of this Agreement, any and all costs, fees, expenses and payments arising out of and in relation to the opening and operation of the Miniso Store, including but not limited to the costs, fees, expenses and payments set out under this Article 1 (the “**General Investment**”), shall be shared by Miniso Canada and the Investor based on the following percentages (“**Contribution Percentage**”):

- Miniso Canada: 51%
- Investor: 49%

(b) License Fee. Miniso Canada will grant the Miniso Store the right to use the Marks and all intellectual property rights associated with the Marks in the Territory. The

Investor shall pay its share of the Estimated Renovation Costs, being CAD63.70 per square foot (when Estimated Renovation Cost is based on \$130 per square foot), to Miniso Canada within five (5) business days from the date a lease is entered into with the landlord for the Miniso Store premises; and in any case no later than thirty (30) calendar days prior to the starting date of construction (“**Renovation Payment Deadline**”). If the actual costs of the renovation exceed the Estimate Renovation Costs, the Investor shall promptly, but in any event no later than 5 business days from its receipt of the statement, pay Miniso Canada an amount equal to its share of the deficiency prior to the Renovation Payment Deadline. If the Investor’s portion of the Estimated Renovation Cost is not paid to Miniso Canada by Renovation Payment Deadline, such amount shall carry simple interest of 25% per annum, and the interest is payable each quarter following the Renovation Payment Deadline (for example, if Renovation Payment Deadline is February 12, 2018, then the first interest payment shall occur on May 12, 2018). Such interest payment shall be deducted from the Guarantee by Miniso Canada without further notice to the Investor. When the Guarantee is depleted, this Agreement shall terminate without prejudice to any claims Miniso Canada might have against the Investor.

- (e) Profits.** The Investor is entitled to receive 49% of the Net Profit (defined herein) of Miniso Store and Miniso Canada is entitled to receive the remaining amount. Net profit is determined by deducting from the gross profit which is between 38% or 40% (depending on the location of the store) of the sales of goods or 25% of sales of food and beverages and locally procured items. The gross profit is determined at 38% of the gross sales (excluding food and beverage sales as well as sales of locally procured items) if the Miniso Store is located in Eastern Canada and 40% of the gross sales if the Miniso Store is located in Western Canada. Net Profit is determined by deducting from the gross profit the Other Expenses and monthly rent. Other Expenses for the purpose of calculating gross profit means utilities fees, cost of payment system, labor costs, tax payables, freight charges and incidentals incurred by the Miniso Store. Miniso Canada will endeavor to settle each Party’s share of the Net Profit on a monthly basis but the actual payment will be made in accordance with Miniso Canada’s accounting practice and policies. Miniso will endeavor to payout the Net Profit within 30 days following the end of each operating month.
- (f) Operating Entity.** The Investor agree that when deemed appropriate by Miniso Canada, the Parties will set up a limited partnership to operate the Miniso Store. In particular, the Parties will incorporate a limited liability company, owned 51% : 49% by Miniso Canada and the Investor, respectively, to act as the general partner of such limited partnership; and the limited partners of the limited partnership shall be Miniso Canada and the Investor, owning 51% and 49% of the limited partnership, respectively.
- (g) Term.** This Agreement shall come into effect upon execution hereof and be valid for 5 years. The term of the Agreement may be extended prior to expiration pursuant to the Parties’ mutual agreement in writing.

collection of payment from the customers; provided, however, that any and all costs, fees, charges and expenses incurred by Miniso Canada arising out of or in connection with its operation and management of the Miniso Store will be shared between the Parties in accordance with Article 1(a) of this Agreement.

- (d) Products.** Except as otherwise agreed by Miniso Canada in writing, all products supplied and/or displayed for sale to customers at the Miniso Store (the “**Products**”) will be supplied by and/or sourced from Miniso Canada or a supplier designated by Miniso Canada in writing. Miniso Canada has the sole and complete discretion to determine the packaging, labelling and display of the Product. Miniso Canada also has the sole and complete discretion determine the specific goods to be offered for sale and/or displayed at the Miniso Store and may terminate the sale and/or display of any Product at any time. Miniso Canada shall hold, until the point of sale, full ownership of the Products.
- (e) Insurance.** The Miniso Store will procure and maintain sufficient insurance policy coverage as determined by Miniso Canada at its sole and complete discretion.
- (f) Relocation.** If the Parties determinate that the Miniso Store needs to be relocated, the Parties will work in good faith to determine a new location for the Miniso Store. Subject to Miniso Canada’s policies on relocation, which may be amended from time to time at its sole discretion, renovation costs required for the Miniso Store at the new location may be reduced.
- (g) Investor’s Right to Information.** Miniso Canada will, upon the Investor’s written request and for once every twelve (12) months, provide relevant financial statement(s) and other operating materials relating to the Miniso Store for the Investor’s inspection. In order to minimize unnecessary interference with the operation and management of the Miniso Store, the Investor hereby agrees to waive the right, if any, to access, view or inspect the books and records of the Miniso Store, including but not limited to its financial statements and operating accounts, other than the right provide in this subparagraph (g).
- (h) Promotions.** Miniso Canada will, at its sole discretion, conduct promotional sales events from time to time for various reasons. The Investor hereby acknowledges and agrees that such promotional sales events are normal operations of the Miniso Store, and agrees to be bound by any result therefrom.

Employees

4. The personnel for the Miniso Store (“**Employees**”) will be employed and managed by Miniso Canada in accordance with its internal rules and regulations, as amended from time to time and based on the following guidelines:

employ or solicit any person that has or had an employment relationship with Miniso Canada and/or the Miniso Store without the prior written consent of Miniso Canada.

- (e) **Non-Disparagement.** The Investor agrees that it will not (nor will it cause or cooperate with others to) publicly criticize, ridicule, disparage, denigrate or defame Miniso Canada or the Miniso Store or their representatives, officers, employees, principals, services or products, with or through any written or oral statement or image.
- (f) **Assignment.** The Investor may not assign or transfer its rights or obligations under this Agreement to any third party without prior written consent of Miniso Canada. Miniso Canada may assign and transfer its rights and obligations under this Agreement at any time to its affiliate without the Investor's prior consent, however, Miniso Canada will inform the Investor of such assignment in a reasonable manner.
- (g) **Confidentiality, Non-Disclosure and Prohibition on Misappropriation.** The Investor shall keep confidential the terms of this Agreement, and any information that is confidential or proprietary in nature obtained from Miniso Canada or the Miniso Store during the term of this Agreement ("**Confidential Information**"), and may not disclose the Confidential Information to any third-party unless with Miniso Canada's prior written consent. The Investor further agrees to use the Confidential Information only for purposes of fulfilling its obligations under this Agreement and may not, directly or indirectly, re-brand, or include in another concept, product, store, store layout, or business know-how marketed by the Investor (or any of its affiliates) any then-current or prior identical concept, product, store, store layout, or business knowhow marketed, sold and operated by Miniso Canada, including but not limited to Confidential Information.
- (h) **Intellectual Property Rights.** The Investor agrees not to use the Marks except otherwise agreed by Miniso Canada in writing and shall not, and shall not cause any third party to, register the Marks as its own and/or as its corporate name, whether in part or in whole. The Investor further agrees not to register or use any mark that is identical or otherwise similar to the Marks without Miniso Canada's prior written consent. The Investor further agrees to relinquish any claim or entitlement to any intellectual property rights arising from or in connection with the Miniso Store (the "**IP Rights**") and shall inform Miniso Canada promptly if it becomes aware that any IP Rights with respect to the Marks are infringed or are alleged to be infringed by any third party. Any costs, expenses, fees and expenditure incurred defending such IP rights in the Territory shall be shared between the Parties in accordance with Article 1(a). The Investor shall not, and shall not cause a third-party to, in the Territory or in other jurisdiction, make any patent, trademark, service mark, copyright or URL registration or application for registration, with respect to any IP rights owned or licensed by Miniso Canada, including without limitation, the Marks.

therein and the Parties irrevocably and unconditionally attorn to the exclusive jurisdiction of the legal district of Vancouver in the Province of British Columbia.

Notices

8. All notices required or permitted by this Agreement shall be in writing and delivered by hand or sent by messenger or by telecopier on a business to the Parties at the address written on the first page of this Agreement or at such other address, fax number or email address as a Party may from time to time advise the other Parties by notice in writing. The date of receipt of any such notice shall be deemed to be the date of delivery or the date sent by telecopy.

Legal Advice

9. Each Party has had the opportunity to obtain independent legal advice with respect to this Agreement and each Party understands the nature and the scope of its obligations under this Agreement.

IN WITNESS WHEREOF the Parties have duly executed this Agreement on the date written on the first page of this Agreement.

Miniso Canada Investments Inc.

Per: 

Name: Ting Lin

Title: Signing officer

SAMHF005

Per: 

Name: Wang, Haifeng

Title:

THIS LIMITED PARTNERSHIP AGREEMENT is dated for reference the 07 day of November, 2018,

BETWEEN:

Miniso (Canada) Store Sixteen Inc., a British Columbia company having its registered office at 13600 Maycrest Way, Richmond, BC V6X 2W2;

(hereinafter called the “**General Partner**”)

OF THE FIRST PART

AND:

SAMHF005 (hereinafter referred to as “Investor”), a Sole Proprietorship created under the laws of the Province of British Columbia with its registered office at **406 - 9350 UNIVERSITY HIGH ST BURNABY BC V5A 0B6**

(hereinafter called “**Investor**”)

OF THE SECOND PART

AND:

Miniso Canada Investments Inc., a company incorporated under the laws of the Province of British Columbia, with its address at 13600 Maycrest Way, Richmond B.C. V6V 2W2

(hereinafter called “**Miniso Canada**”)

OF THE THIRD PART

WHEREAS:

A. The General Partner, as general partner, and the Investor and Miniso Canada, as limited partners, wish to form a limited partnership under the name **Miniso (Canada) Store Sixteen Inc.**, (herein referred to as the “**Partnership**” or the “**Limited Partnership**”) for the purpose of carrying on the business of selling and distributing consumer products through a retail storefront under the brand name of Miniso (the “**Business**”) pursuant to an Investment and Cooperation Agreement entered into between the Investor and Miniso Canada on Nov. 27, 2018 (the “**Investment Agreement**”), and other ancillary business related thereto; and

B. The parties wish to enter into this Agreement to set out the terms of their ongoing rights and obligations with respect to the Partnership.

NOW THEREFORE in consideration of the premises and the mutual covenants herein contained, the parties hereto agree as follows:

proposes a compromise or arrangement under the *Companies' Creditors Arrangement Act* (Canada) or files any petition or answer seeking any reorganization, arrangement, composition, re adjustment, liquidation or similar relief for itself under any present or future law relating to bankruptcy, insolvency, or other relief for or against debtors generally;

- (ii) if a court of competent jurisdiction enters an order, judgment or decree approving a petition filed against that Person seeking any reorganization, arrangement, composition, readjustment, liquidation, winding up, dissolution, termination of existence, declaration of bankruptcy or insolvency or similar relief under any present or future law relating to bankruptcy, insolvency or other relief for or against debtors generally and that Person consents to or acquiesces in the entry of order, judgment or decree or that order, judgment or decree remains unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive) from the date of entry or if any trustee in bankruptcy, receiver, receiver and manager, liquidator or any other officer with similar powers is appointed for that Person (or, in the case of a Limited Partner, of its Limited Partner's Interest) and that Person consents to or acquiesces in the appointment or the appointment remains unvacated and unstayed for an aggregate of sixty (60) days (whether or not consecutive); or
 - (iii) in the case of a Limited Partner, if an encumbrancer takes possession of its Units or any of its interest in the Limited Partnership or any part of it or a distress or execution or any similar process is levied or enforced upon or against its Units or any of its interest in the Limited Partnership or any part of it and the same remains unsatisfied for the shorter of sixty (60) days or such period as would permit the same or any part of it to be sold.
- (h) **Fiscal Year** means the fiscal year of the Partnership ending on March 31st of each year.
 - (i) **General Partner** means **Miniso (Canada) Store Sixteen Inc.**, a British Columbia company, in its capacity as the general partner of the Partnership, or any person who is from time to time admitted as the general partner of the Partnership in accordance with the terms of this Agreement.
 - (j) **Limited Partners** means the Investor and Miniso Canada, or their respective successors or permitted assigns, and **Limited Partner** means either of them as the context may require.
 - (k) **Net Income or Net Loss** means, for accounting purposes, the net income or net loss of the Partnership for a Fiscal Year as determined in accordance with Canadian generally accepted accounting standards for private enterprises applied on a consistent basis to the extent possible.
 - (l) **Ordinary Resolution** means a resolution approved by more than 50% of the votes cast by those Limited Partners who vote and who are entitled to vote in person or by proxy at a duly convened meeting of Limited Partners, or at any adjournment thereof, called in accordance with this Agreement, or a written resolution in one or more counterparts distributed to all Limited Partners and signed by Limited Partners holding in the aggregate

- (x) **Unit Certificate** means the certificate to be issued to a Limited Partner by the Partnership, which shall be in a form approved from time to time by the General Partner, evidencing the number of Units owned by a Limited Partner.

ARTICLE 2

THE LIMITED PARTNERSHIP

2.1 Formation, Status and Name of Limited Partnership

The Partners hereby agree to form a limited partnership in accordance with the laws of the Province of British Columbia to engage in business in common with a view to profit under the firm name and style of **Miniso (Canada) Store Sixteen Inc.** The Partners further acknowledge that the Partnership will conduct business under that name or such other name or names as the General Partner may determine from time to time. The General Partner will file a Certificate of Limited Partnership under the Act to form the Partnership as a limited partnership under the Act. The General Partner is also authorized to file such amended certificates of limited partnership as may be required from time to time to reflect any change of name of the Partnership or as may otherwise be required to comply with the provisions of the Act.

2.2 Maintaining Status of Limited Partnership

The General Partner, as the general partner of the Limited Partnership, shall do all things and shall cause to be executed and filed such certificates, declarations, instruments and documents as may be required under the laws of the Province of British Columbia or the laws of any other province or state having jurisdiction, to reflect the constitution of the Limited Partnership. The General Partner and each Limited Partner shall execute and deliver as promptly as possible any documents that may be necessary or desirable to accomplish the purposes of this Agreement or to give effect to the formation of the Limited Partnership under any and all applicable laws. The General Partner shall take all necessary actions on the basis of information available to it in order to maintain the status of the Limited Partnership as a limited partnership under the Act.

2.3 Fiscal Period

The fiscal period of the Limited Partnership shall end on the 31 day of March in each and every year or on such other date as the Limited Partners may determine by Unanimous Resolution.

2.4 Business and Powers of the Limited Partnership

The business of the Limited Partnership shall be restricted to the business of directly or indirectly to the operation of the Business. The Limited Partnership shall not carry on any other business.

2.5 Registered Office

The registered office of the Limited Partnership and the General Partner shall be 220 -736 Granville Street, Vancouver, British Columbia V6Z 1E4. The General Partner may change the registered office or the mailing address of the Limited Partnership and the registered office and mailing address of the General Partner from time to time by giving notice to that effect to all Limited Partners, pursuant to the notice provisions contained in this Agreement.

- (e) if a corporation, partnership, unincorporated association or other entity, is legally competent to execute this Agreement and all other agreements contemplated hereby and to take all actions required pursuant hereto, and further certifies that all necessary approvals of directors, shareholders, partners, members or otherwise have been given; and
- (f) shall promptly provide such evidence of his, her, or its status that the General Partner may reasonably request.

Each Limited Partner covenants and agrees that it will not transfer or purport to transfer its Units to any person, firm, corporation, partnership, unincorporated association or other entity which would be unable to make the representations and warranties in subsections (a) to (f) above.

2.9 Compliance with Laws

Each Limited Partner shall, on request by the General Partner, immediately execute all certificates, declarations, instruments and documents necessary to comply with any law or regulation of any jurisdiction in Canada in regard to the formation, continuance, operation or dissolution of the Limited Partnership.

2.10 Limitation on Authority of Limited Partners

A Limited Partner may from time to time inquire into the state and progress of the business of the Limited Partnership and may provide comment as to its management; however, no Limited Partner shall:

- (a) take part in the control or management of the business of the Limited Partnership;
- (b) execute any document which binds or purports to bind the Limited Partnership, the General Partner, or any other Limited Partner as such;
- (c) hold itself out as having the power or authority to bind the Limited Partnership, the General Partner, or any other Limited Partner as such;
- (d) have any authority to undertake any obligation or responsibility on behalf of the Limited Partnership (except that the General Partner may act on behalf of the Limited Partnership notwithstanding that it may also be a Limited Partner).

2.11 Number of Partners

The Limited Partnership shall at all times have at least one General Partner and one or more (up to a maximum of 49) Limited Partners.

ARTICLE 3 THE GENERAL PARTNER

3.1 General Powers and Duties of the General Partner

The General Partner or another agent on its behalf, shall inform the Limited Partners from time to time as to the status and profitability of the Business.

- (i) to provide or arrange for the provision of such financial and other reporting functions as may be required by the provisions hereof or applicable regulatory authorities;
- (j) to make distributions of Cash Available for Distribution as and when the General Partner determines there are such amounts available for distribution after taking into account any anticipated development costs and Reserves;
- (k) to borrow money for and on behalf of the Limited Partnership and to give security therefor, in the name of the Limited Partnership or the General Partner, for the purposes of the Partnership including, without limitation, for the purpose of the Business;
- (l) to grant and execute debentures, promissory notes, mortgages, documents and other instruments charging the whole or any part of the Partnership's assets and undertaking and any undivided interest of the Limited Partners in such assets and to do all acts relating thereto as may be necessary or desirable to further the business of the Partnership and without restricting the foregoing, the General Partner is authorized and empowered to grant, execute and deliver any and all mortgages, promissory notes, documents and other instruments relating to any financing by the Partnership; and
- (m) to execute any and all other deeds, documents and instruments and to do or cause to be done all acts and things as may be necessary or desirable to carry out the intent and purpose of this Agreement, including, without limitation, retaining qualified agents to carry out any of the foregoing.

3.4 Reimbursement and Management Fee of General Partner

The General Partner is entitled to reimbursement by the Limited Partnership for all reasonable third party costs and expenses actually incurred by it on behalf of the Limited Partnership in the ordinary course of business or other costs and expenses incidental to acting as General Partner to the Limited Partnership which are incurred provided that the General Partner is not in default of its duties hereunder, in connection with such costs and expenses. The General Partner is not entitled to receive any management fee for carrying out its obligations hereunder.

3.5 Amendment of Agreement

Unless otherwise provided for herein, this Agreement may be amended in writing only on the initiative of the General Partner with the ratification of the Limited Partners given by Unanimous Resolution.

3.6 Power of Attorney

Each Limited Partner hereby irrevocably nominates, constitutes and appoints the General Partner, with full power of substitution as its true and lawful attorney and agent, with full power and authority in its name, place and stead and for its use and benefit to do the following, namely:

- (a) execute, swear to, acknowledge, deliver and file as and where required any and all of the following:

3.7 Duties of the General Partner

The General Partner covenants that it will exercise its powers and discharge its duties under this Agreement honestly, in good faith, and in the best interests of the Limited Partners and the Limited Partnership.

3.8 Income Tax Claims and Deductions

The General Partner shall cause the Limited Partnership and the General Partner to claim the maximum amount allowable in each year for income tax purposes in respect of capital cost allowance and costs of initial services incurred by the Limited Partnership and may allocate such amounts between the Limited Partnership and the General Partner, unless to do so would not, in the General Partner's reasonable opinion, be in the best interests of the Limited Partnership and the Limited Partners collectively.

3.9 Removal of General Partner

The General Partner shall be removed as the General Partner where:

- (a) the General Partner gives notice of its intention to resign or withdraw as General Partner;
- (b) the General Partner commits or is subject to an Event of Insolvency;
- (c) the General Partner is in material default of its obligations hereunder and such default has not been remedied within 60 days of receipt of written notice of such default from any Limited Partner; or
- (d) the General Partner is grossly negligent or fraudulent or is in wilful or reckless default of its obligations hereunder.

Upon the occurrence of such an event, the Limited Partners may, at any time, remove the General Partner and substitute another General Partner in its stead by written notice delivered to the General Partner.

The replacement of the former General Partner as aforesaid shall not dissolve the Limited Partnership, and the business of the Limited Partnership shall be continued by the new General Partner, and each Limited Partner hereby consents to the business of the Limited Partnership being continued by the new General Partner.

ARTICLE 4 OBLIGATIONS OF PARTNERS

4.1 Unlimited Liability of the General Partner

The General Partner has unlimited liability for the debts, liabilities, losses and obligations of the Limited Partnership.

5.4 Receipt by Limited Partner

The receipt of any money, securities and other property from the Limited Partnership by a person in whose name any Units are recorded, or if such Units are recorded in the names of more than one person, the receipt thereof by any one of such persons, or by the duly authorized agent of any such person in that regard, shall be a sufficient and proper discharge for that amount of money, securities and other property payable, issuable or deliverable in respect of such Units and from all liability to see to the application thereof.

5.5 Registrar and Transfer Agent

- (a) The General Partner, or such other person as may be appointed from time to time by the General Partner, shall act as Registrar and Transfer Agent of the Limited Partnership and shall maintain such books as are necessary to record the names and addresses of the Limited Partners, the number of Units held by each Limited Partner and particulars of transfers of Units. The General Partner shall perform or shall cause to be performed, all other duties usually performed by a Registrar and Transfer Agent of certificates of shares in a corporation, except as the same may be modified by reason of the nature of the Units.
- (b) For so long as the General Partner shall be Registrar and Transfer Agent, the register of Limited Partners will be kept by the General Partner at its registered office in British Columbia and in such other jurisdictions as may be required from time to time.

5.6 Inspection of Records

The General Partner shall cause the Registrar and Transfer Agent to make the records relating to the Limited Partner available for inspection by any Limited Partner, or its agent duly authorized in writing, at the expense of the Limited Partner. A copy of the register of Limited Partners shall be provided to any Limited Partner on forty-eight hours' notice in writing to the Registrar and Transfer Agent, at the expense of the Limited Partner requesting same.

5.7 Transfer of Units

No Unit may be transferred except with the prior written consent of the General Partner.

5.8 Successors in Interest of Partners

The Limited Partnership shall continue notwithstanding the admission of any new General Partner or Limited Partner or the withdrawal, insolvency, dissolution, liquidation, winding up, bankruptcy or other disability or incapacity of the General Partner or any Limited Partner.

5.9 Incapacity, Death, Insolvency or Bankruptcy

Where a person becomes entitled to a Partnership Unit on the incapacity, death, insolvency or bankruptcy of a Limited Partner, or otherwise by operation of law, that person will not be recorded as or become a Limited Partner and will not receive a Unit Certificate or a deposit receipt therefor, as the case may be, until:

- (a) he or she produces evidence satisfactory to the General Partner of such entitlement;

- (a) the Limited Partners as to 99.00%, pro rata in accordance with their Proportionate Shares; and
- (b) the General Partner, as to 1%.

Net Loss for each Fiscal Year will be allocated and debited among the Partners as at the end of the period as follows:

- (a) firstly, 99% to the Limited Partners, pro rata in accordance with their Proportionate Shares; and
- (b) thereafter, 1% to the General Partner.

6.6 Allocations for Tax Purposes

Taxable Income and Taxable Loss in respect of a Fiscal Year will be allocated as at the end of the Fiscal Year among the Limited Partners and the General Partner in the same proportions that like amounts of Net Income and Net Loss, respectively, in respect of such Fiscal Year have been allocated.

6.7 Withholding Taxes

If the Limited Partnership is required, pursuant to any provision of the Tax Act, to withhold any amounts with respect to income allocated to or distributed to a Partner, the amount withheld by the Limited Partnership shall be treated as a distribution (a "**Withholding Distribution**") to the Partner to whom such withholding relates. The General Partner shall have the full discretion to determine whether any such withholding taxes are required to be paid and the amount of any such withholding taxes.

6.8 Individuality of Limited Partners

Under no circumstances will any Limited Partner be responsible, directly or indirectly, for any of the losses of any other Limited Partner, nor share in the income or allocation of tax deductible expenses attributable to the Units of any other Limited Partner.

6.9 Return of Capital

A Limited Partner is only entitled to demand a return of its capital contributions upon the dissolution, winding-up or liquidation of the Limited Partnership.

ARTICLE 7 ACCOUNTING AND REPORTING

7.1 Books and Records

The General Partner will keep or cause to be kept on behalf of the Limited Partnership books and records reflecting the assets, liabilities, income and expenditures of the Limited Partnership and a register listing all Limited Partners and the Units held by them.

ARTICLE 9
DISSOLUTION, LIQUIDATION AND DISTRIBUTION OF SALE PROCEEDS

9.1 Dissolution and Termination

The Limited Partnership shall be dissolved upon the earlier of the expiration of its term, or the authorization of a dissolution by Unanimous Resolution and, in either case, after the completion of the liquidation of the Limited Partnership and distribution to the Limited Partners of all funds remaining after payment of all debts, liabilities and obligations of the Limited Partnership to its creditors. Notwithstanding any rule of law or equity to the contrary, the Limited Partnership shall not be terminated except in the manner provided for herein.

9.2 Distributions upon Dissolution or Sale

Upon the dissolution of the Limited Partnership, the assets of the Limited Partnership shall be liquidated and all proceeds thereof collected by the General Partner and then all such proceeds shall be distributed as determined by the General Partner.

ARTICLE 10
MISCELLANEOUS

10.1 Investment Agreement

The Limited Partners and the General Partner agrees that in the case of any discrepancy between this Agreement and the Investment Agreement, the terms of the Investment Agreement shall prevail.

10.2 Notices

All notices, demands, approvals, consents, or requests provided for in this Agreement will be in writing and will be delivered, faxed or e-mailed to the applicable address set forth in the preamble.

10.3 Further Acts

The parties hereto agree to execute and deliver such further and other documents and to perform and cause to be performed such further and other acts and things as may be necessary or desirable in order to give full effect to this Agreement and every part hereof.

10.4 Binding Effect

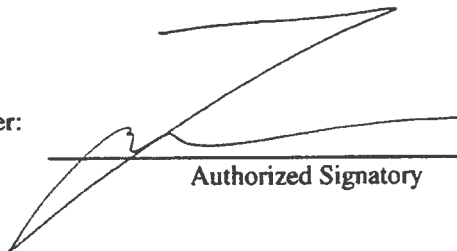
Subject to the restrictions on assignment and transfer herein contained, this Agreement shall ensure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators and other legal representatives, successors and assigns.

10.5 Severability

Each provision of this Agreement is intended to be severable. If any provision hereof is illegal or invalid, such illegality or invalidity shall not affect the validity of the remainder hereof.

IN WITNESS WHEREOF this Agreement is executed as of the day and year first above written.

Miniso (Canada) Store Sixteen Inc.

Per: 

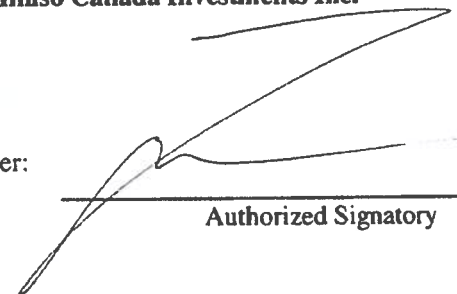
Authorized Signatory

SAMHF005

Per: 

Authorized Signatory

Miniso Canada Investments Inc.

Per: 

Authorized Signatory



Royal Bank of Canada
Banque Royale du Canada

10470 152 ST UNIT 150
SURREY, BC

60065050 1-516
DATE 20180926
Y/A M/M D/J

PAY TO THE ORDER OF
PAYEZ À L'ORDRE DE

MINISO INTERNATIONAL LTD

\$50,000.00

~~NON NEGOCIABLE~~
\$50,000.00

AUTHORIZED SIGNATURE REQUIRED FOR AMOUNTS OVER \$5,000.00 CANADIAN / SIGNATURE AUTORISÉE REQUISE POUR UN MONTANT EXCÉDANT 5,000.00 \$ CANADIENS

CANADIAN DOLLARS CANADIENS

RE/OBJET HAI FENG WANG

PURCHASER NAME

NOM DE L'ACHETEUR

PURCHASER ADDRESS

ADRESSE DE L'ACHETEUR

INITIALES / PARAPHS

MF

CHARGES
FRAIS
TOTAL

80115
50,000-

128 613 361

PURCHASER'S RECEIPT - REÇU DE L'ACQUÉREUR



Royal Bank of Canada
Banque Royale du Canada

6570 EAST HASTINGS ST
BURNABY, BC

61151128 8-516
DATE 20181107
Y/A M/M D/J

PAY TO THE ORDER OF
PAYEZ À L'ORDRE DE

MINISO INTERNATIONAL LTD

\$171,500.00

~~NON NEGOCIABLE~~
\$171,500.00

AUTHORIZED SIGNATURE REQUIRED FOR AMOUNTS OVER \$5,000.00 CANADIAN / SIGNATURE AUTORISÉE REQUISE POUR UN MONTANT EXCÉDANT 5,000.00 \$ CANADIENS

CANADIAN DOLLARS CANADIENS

RE/OBJET SAMHEUNG HAIFENG WANG

PURCHASER NAME

NOM DE L'ACHETEUR

PURCHASER ADDRESS

ADRESSE DE L'ACHETEUR

INITIALES / PARAPHS

MF

CHARGES
FRAIS
TOTAL

171,500.00

PURCHASER'S RECEIPT - REÇU DE L'ACQUÉREUR



Royal Bank of Canada
Banque Royale du Canada

439 NORTH RD
COQUITLAM, BC

60653545 8-516
DATE 20181026
Y/A M/M D/J

PAY TO THE ORDER OF
PAYEZ À L'ORDRE DE

Miniso International Ltd

\$24,027.15

~~NON NEGOCIABLE~~
\$24,027.15

AUTHORIZED SIGNATURE REQUIRED FOR AMOUNTS OVER \$5,000.00 CANADIAN / SIGNATURE AUTORISÉE REQUISE POUR UN MONTANT EXCÉDANT 5,000.00 \$ CANADIENS

CANADIAN DOLLARS CANADIENS

RE/OBJET Haifeng Wang

PURCHASER NAME

NOM DE L'ACHETEUR

PURCHASER ADDRESS

ADRESSE DE L'ACHETEUR

INITIALES / PARAPHS

MF

CHARGES
FRAIS
TOTAL

SNL
24027.15

SRF 128613361

PURCHASER'S RECEIPT - REÇU DE L'ACQUÉREUR



MINISO INTERNATIONAL LTD.

RECEIPT FOR DEPOSIT

HAI FENG WANG (the "Investor") hereby delivers on this 26 day of September, 2018 the sum of \$ 50,000 (the "Deposit") to Miniso International Ltd. ("Miniso Canada") as Investment Deposit towards the Investor's payment obligations of operating Miniso Store located at Lansdowne Centre, Richmond area (the "Definitive Agreement"), and Miniso Canada hereby acknowledges the receipt of the Deposit.

INVESTOR: HAI

by its authorized signatory

HAI FENG WANG

Name:

Title

MINISO INTERNATIONAL LTD.

by its authorized signatory

Dan Lin

Name: Dan Lin

Title: Director

60065050 1-516

DATE 20180926
Y/A MM DJ

\$50,000.00

CANADIAN DOLLARS CANADIENS

AUTHORIZED SIGNATURE REQUIRED FOR AMOUNTS OVER \$5,000.00 CANADIAN / SIGNATURE AUTORISÉE REQUISE POUR UN MONTANT EXCÉDANT 5,000.00 \$ CANADIENS

Exactly \$50,000.00

PAY TO THE ORDER OF MINISO INTERNATIONAL LTD
PAYEZ À L'ORDRE DE MINISO INTERNATIONAL LTD

Royal Bank of Canada
Banque Royale du Canada
10470 152 STREET 150
SURREY, BC



RE/OBJET HAI FENG WANG

PURCHASER NAME NOM DE L'ACHETEUR

PURCHASER ADDRESS ADRESSE DE L'ACHETEUR

AUTHORIZED SIGNATURE / SIGNATURE AUTORISÉE

COUNTERSIGNED / CONTRESIGNÉ

60065050 036100031 099001305



MINISO INTERNATIONAL LTD.

RECEIPT FOR DEPOSIT

SAMHF005 (the "Investor") hereby delivers on this 7 day of Nov, 2018 the sum of \$171,500 (the "Guarantee") to Miniso International Ltd. ("Miniso Canada") as Guarantee fee towards the Investor's payment obligations of operating Miniso Store located at Lansdowne Centre area (the "Definitive Agreement"), and Miniso Canada hereby acknowledges the receipt of the Deposit.

INVESTOR: SAMHF005

by its authorized signatory

Name: HALFENG WANG

Title owner

MINISO INTERNATIONAL LTD.

by its authorized signatory

Name: Ting Lin

Title Signing officer

FORM 16516 (04-2017)



Royal Bank of Canada
Banque Royale du Canada
6570 EAST HASTINGS ST
BURNABY, BC

PAY TO THE ORDER OF MINISO INTERNATIONAL LTD.
PAYER À L'ORDRE DE MINISO INTERNATIONAL LTD.

AUTHORIZED SIGNATURE REQUIRED FOR AMOUNTS OVER \$5,000 OR CANADIAN SIGNATURE ACTORS / REQUIS POUR UN MONTANT EXCÉDANT 5,000 \$ CANADIENS

REOBJET SAMHF005 HALFENG WANG

PURCHASER NAME

NOM DE L'ACHETEUR

AUTHORIZED SIGNATURE / SIGNATURE AUTORISÉE

PURCHASER ADDRESS

ADRESSE DE L'ACHETEUR

COUNTERSIGNED / CONTRESIGNÉ

SIGNATURE STAMP / TIMBRE DE SIGNATURE

⑈61151128⑈ ⑆00440⑈003⑆ 099⑈013⑈5⑈

EXACTLY \$171,500.00

\$171,500.00

CANADIAN DOLLARS CANADIENS

DATE 20181107

61151128 8-516



MINISO INTERNATIONAL LTD.

RECEIPT FOR DEPOSIT

Wang, Haifeng (the "Investor") hereby delivers on this
26 day of October, 2018 the sum of \$ 24,027 (the "Security Deposit") to Miniso
International Ltd. ("Miniso Canada") as Security Deposit towards the lease agreement
obligations of operating Miniso Store located at Lansdowne Centre, Richmond
area (the "Definitive Agreement"), and Miniso Canada hereby acknowledges the receipt of the
Deposit.

INVESTOR: HAIFENG WANG

by its authorized signatory

Name: HAIFENG WANG

Title

MINISO INTERNATIONAL LTD.

by its authorized signatory

Name: Ting Lin

Title Signing officer

FORM 18516 (04-2017)

PURCHASER NAME
PURCHASER ADDRESS

NOM DE L'ACHETEUR
ADRESSE DE L'ACHETEUR

COUNTERSIGNED / CONTRESIGNE

RE/OBJET Haifeng Wang

AUTHORIZED SIGNATURE REQUIRED FOR AMOUNTS OVER \$5,000.00 CANADIAN / SIGNATURE AUTORISÉE REQUISE POUR UN MONTANT EXCÉDANT 2000.00 \$ CANADIENS

EXACTLY \$24,027.15

CANADA

PAY TO THE ORDER OF
PAYER À L'ORDRE DE Miniso International Ltd

\$24



Royal Bank of Canada
Banque Royale du Canada
439 NORTH RD
COQUITLAM, BC

DATE 20

60653

⑈60653545⑈ ⑆01200⑈003⑈ 099⑈013⑈5⑈

Termination Agreement

This Termination Agreement is entered on April 17th 2019 by and between Miniso Canada Investments Inc. (the "Miniso") and SAMHF005 (the "Investor").

Whereas, Miniso and Investor entered into a Investment and Cooperation Agreement dated November 7, 2018 (the "Investment Agreement") and a Limited Partnership Agreement dated November 7, 2018 (the "LP Agreement") in connection with the operation of a Miniso retail store in Lansdowne Centre, Richmond, British Columbia, Canada (the "Store").

Whereas, the Investor paid a total of \$245,527.15 (the "Investment Amount") pursuant to the Investment Agreement.

Whereas, the Store is not opened as of the date of this Termination Agreement, and both Miniso and the Investor desire to immediately terminate the Investment Agreement and the LP Agreement.

Now, therefore, Miniso and the Investor agree as follows.

1. The Investment Agreement and the LP Agreement are hereby terminated.
2. The Investor hereby expressly agrees and instructs that the Investment Amount it paid under the Investment Agreement be returned to the Investor as follows:
 - \$50,000 on or before May 1st 2019;
 - \$50,000 on or before June 1st 2019;
 - \$50,000 on or before July 1st 2019;
 - \$50,000 on or before August 1st 2019; and
 - \$45,527.15 on or before September 1st 2019.
3. Each of the Investor and Miniso hereby waives any right it may have under the Investment Agreement and LP Agreement and discharges the other from any liability thereunder, provided however, that the Investor explicitly confirms that its non-solicitation and non-disparagement obligations under Article 5.(d) and Article 5(e) of the Investment Agreement shall remain valid.

In witness hereof, the parties have executed as follows.

Miniso Canada Investments Inc.

By: 

Name: Ting Lin

Title:

SAMHF005

By: 

Name: WANG HAI FENG

Title: