

PROVISIONAL AGREEMENT FOR SALE AND PURCHASE

物業臨時買賣合約

賣方 Vendor 本合約訂於 This AGREEMENT is made on 18th April 2017 BETWEEN 合約第一方為 Winkit Development Limited 持有香港身份證/ (holder of Hong Kong Identity Card No./ 商業登記號碼 Business Registration No.) of

買方 Purchaser 合約第二方為 Monilea Limited 持有香港身份證/ (holder of Hong Kong Identity Card No./ 商業登記號碼 Business Registration No.) of

代理 Agent 合約第三方為 第一太平地產 (香港) 有限公司 Savills (Hong Kong) Limited 持有商業登記號碼: 10605898-000-10 (holder of Business Registration No. 10605898-000-10) 地址在 香港中環交易廣場第二座二十三樓 / 九龍尖沙咀廣東道九號港威大廈第六座二十一樓二一四室 Suite 2114, 21/F, Tower 6, The Gateway, 9 Canton Road, Tsimshatsui, Kowloon

以下稱“代理” (hereinafter called "the Agent"); 合約三方同意合約條款如下: - NOW IT IS HEREBY AGREED as follows:-

物業 Premises 1. 買賣雙方通過代理同意, 以下列條款出售及購入 The Vendor agrees to sell and the Purchaser agrees to purchase, through the Agent subject to the terms and conditions herein contained, all that 15th Floor including lavatories, Far East Consortium Building No. 121 Des Voeux Road Central, Hong Kong. (hereinafter called "the said premises").

成交價及付款方式 Purchase price and payment 2. 物業之成交價為港幣 The purchase price of the said premises shall be HK\$ 108,000,000. 買方須按下述方式付款予賣方: which shall be paid by the Purchaser to the Vendor in the manner as follows: (a) 於簽訂本合約之同時即付臨時訂金港幣 Initial deposit shall be paid upon signing of this agreement in the sum of HK\$ 5,400,000. (b) 正式買賣合約須在 The Formal Agreement for Sale and Purchase shall be signed on or before 2nd May 2017 當日或之前簽訂. 另一筆訂金港幣 Further deposit shall be paid in the sum of HK\$ 5,400,000 on or before 2nd May 2017 當日或之前支付. (c) 部份成交價須於 Part payment of the purchase price shall be paid on or before 31st July 2017 當日或之前完成, 成交價餘款須在賣方代表律師行付清, 款額為港幣 97,200,000. (d) 買賣在 31st July 2017 當日或之前完成後, 成交價餘款須在賣方代表律師行付清, 款額為港幣 97,200,000.

上述(a)、(b)及(c)條文所列之訂金及部份成交價須交由賣方律師保管; 賣方律師可發放該等款項, 但前提是成交價餘款足以清還現存法律押記/按揭及債務(倘有)。買方律師收到樓契後, 有7個工作天細閱, 並就業權提出詢問或反對。 The deposits and the part payment of the purchase price payable under (a), (b) and (c) above shall be paid to the Vendor's solicitors as stakeholders who may release the same to the Vendor provided that the balance of the purchase price is sufficient to discharge the existing legal charge/mortgage (if any). The Purchaser's solicitors shall have seven working days to peruse the title deeds of the said premises upon receipt of the same and to raise requisitions or objection in respect of the title to the said premises.

抵押物業負擔 Encumbrances 3. 物業是在免除一切抵押物業負擔之情況下售予買方, 買方之提名人或其承讓人。 The said premises is to be sold to the Purchaser or its nominee(s), sub-purchaser(s) free from encumbrances.

交吉/現存租約 Vacant possession/ Existing tenancy 4. 買賣完成時, 賣方須將物業交吉予買方。 Upon completion, the Vendor shall deliver vacant possession of the said premises to the Purchaser and the Purchaser agrees to purchase the said premises subject to the existing tenancy with the following details: Units 1504-06 Units 1501-05 租務合約日期 Date of Tenancy Agreement: 每月租金 Rent/month: \$60,000 租約年期 Term: 31st March 2018 租戶 Tenant: Henny Wee and Co. 按金 Deposit: \$180,000

確認人 Selling as confirmor 5. 賣方是以受益業主/確認人身份出售該物業, 買方於購買該物業時, 是受賣方(當時是買方)及(當時是賣方) 年 月 日所簽訂的合約約束。 The Vendor is selling as beneficial owner/as confirmor and the purchaser is purchasing the said premises subject to the Head Agreement dated made between the Vendor (as purchaser) and (as vendor).

代表律師及蓋印費 Solicitors and stamp duty 6. 買賣雙方同意分別委託其代表律師。 The Vendor and the Purchaser agree that they shall separately appoint their own solicitors. 賣方代表律師為 The Vendor shall be represented by Messrs. Fung Wong Ng and Lam LLP 而買方之代表律師為 whereas the Purchaser shall be represented by Messrs. Lu, Lai & Li 雙方各自負責其律師費。 Each party shall pay its own legal costs. 除第8條所規定外, 厘印費則由買方單獨負責。 Subject to clause 8 hereof, all stamp duty shall be borne by the Purchaser solely.

買方悔約 Purchaser fails to perform 如買方未能履行本合約之條款完成買賣, 賣方除將買方已付之訂金沒收外, 並有權將該物業再行出售予他人。 賣方不可再為此向買方追究任何責任或要求任何賠償或特定履行本合約。 Should the Purchaser fail to complete the purchase in the manner herein contained, the initial deposit shall be forfeited to the Vendor and the Vendor shall then be entitled at his absolute discretion to sell the said premises to anyone he thinks fit *and the Vendor shall not sue the Purchaser for any liabilities and/or damages or to enforce specific performance of this agreement.

賣方悔約 Vendor fails to perform 如賣方在收取訂金後, 不依本合約之條款完成買賣, 則賣方除須退還買方所付之訂金全數外, 並須以同等數目之金額賠償予買方, 另負責繳付/償付本合約之厘印費*, 買方不得再向賣方追究任何責任, 包括其他賠償或特定履行本合約。 Should the Vendor after receiving the initial deposit paid hereunder fail to complete the sale in the manner herein contained, the Vendor shall immediately compensate the Purchaser with a refund of the initial deposit together with a sum equivalent to the amount of the initial deposit and reimburse/pay (as the case may be) stamp duty payable on this agreement *and the Purchaser shall not take any further action to claim for further damages or to enforce specific performance of this agreement.

代理佣金 Agent's commission 9. 基於代理在促成物業買賣所提供之服務, 代理有權向賣方收取港幣 In consideration of the services rendered by the Agent, the Agent shall be entitled to receive HK\$ 0.8% of purchase price 元, 並向買方收取港幣 0.8% of purchase price 元作為佣金, 該等佣金之繳付不得遲於 from the Vendor and HK\$ 0.8% of purchase price from the Purchaser as commission. Such commission shall be paid not later than

違約方就代理佣金賠償代理 Defaulting party to compensate Agent in respect of Agent's commission 10. (a) 無論在任何情況下, 若賣方或買方未能履行本合約之條款賣出或買入物業, 則悔約的一方須即時予代理港幣 元, 作為賠償代理之損失。本條所列出的義務, 累加於本合約第7及第8條所列的義務。 If in any case either the Vendor or the Purchaser fails to complete the sale or purchase in the manner herein contained, the defaulting party shall compensate at once the Agent HK\$ 1.3% of purchase price as liquidated damages. The obligations set out in this clause 10 are in addition to the obligations set out in clause 7 and 8 of this agreement. (b) 為免生疑問, 茲同意: 如果買、賣雙方同意取消買賣物業, 買、賣雙方仍須一如第9條所述, 分別向代理繳付代理佣金。 For the avoidance of doubt, it is agreed that in the event that both parties agree to cancel the sale and purchase of the said premises both Vendor and Purchaser shall still pay their respective agency commissions to the Agent as mentioned in clause 9 above in any event.

以現狀出售 As is basis 11. 該物業是以現狀售予買方。 The said premises is sold to the Purchaser on an "as is" basis.

過往談判 Prior negotiations 12. 此合約取代三方過往所有之談判、聲稱、理解及協議。 This agreement supersedes all prior negotiations, representations, understanding and agreements of the parties hereto.

住宅/非住宅 Residential / Non-Residential 13. 茲證明此項買賣之物業根據《印花稅條例》(第117章)第29A條(1)款之定義乃住宅/非住宅物業。 It is hereby certified that the transaction hereby affected relates to residential / non-residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance Cap. 117.

總價值 Certificate of Value 14. 茲證明此項買賣並非另一或另一組買賣之一部份, 而該買賣或該組買賣之成交價或合共成交價不超於港幣 元。 It is hereby certified that the transaction hereby affected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value, or the aggregate amount or value of the consideration exceeds HK\$ 108,000,000.

委任代理 Appointment of Agent 15. 茲聲明本合約之代理為買賣雙方代理 / 只是賣方代理 / 只是買方代理。 It is hereby declared that the Agent is the Agent *for both the Vendor and the Purchaser / for the Vendor only / for the Purchaser only.

時間 Time 16. 時間因素是本合約的要點。 Time is of the essence in this agreement.

解釋 Interpretation 17. 倘若本合約的中文文本與英文文本有差異, 則此合約以英文為準。 This agreement should be interpreted in its English version in case of ambiguities.

備註 Remarks 18. 1. The Vendor and its associates (within the meaning of the Listing Rules) confirm that they do not own any shares or equity interest, whether directly or indirectly, in the share capital of Winfull Group Holdings Limited. 2. During the term of Units 1501-05, both parties have the right to early terminate the tenancy with 2 months notices. The Vendor agreed to exercise the said termination clause on or before 30th May 2017.

For and on behalf of 永結發展有限公司 WINKIT DEVELOPMENT LIMITED

Jason Chan Authorized Signatory Accepted and signed by the Vendor Signed on 18th April, 2017

Man Chan Accepted and signed by the Agent E-177453

For and on behalf of Monilea Limited. Accepted and signed by the Purchaser

茲收到買方臨時訂金港幣 元(支票號碼) Received from the Purchaser the initial deposit in the sum of HK\$ 5,400,000 China Construction Bank Cheque no. 000055

賣方簽收 Signed by the Vendor to acknowledge receipt of the said cheque

For and on behalf of 永結發展有限公司 WINKIT DEVELOPMENT LIMITED

Jason Chan Authorized Signatory Signed on April 18, 2017

*刪去不適用者 To be deleted where applicable.