

3007  
**THIS AGREEMENT** is made the 30<sup>th</sup> day of March 2017

BETWEEN the party more particularly described in Part I of the 1st Schedule hereto (hereinafter called "the Vendor") of the one part and the party more particularly described in Part II of the 1st Schedule hereto (hereinafter called "the Purchaser") of the other part.

WHEREBY IT IS AGREED between the parties hereto as follows :-

AGREEMENT TO SELL

1. The Vendor in the capacity set out in Part I of the 1st Schedule hereto shall sell and the Purchaser in the capacity set out in Part II of the 1st Schedule hereto shall purchase the premises described in Part I of the 2nd Schedule hereto (hereinafter referred to as "the Property") for the residue of the term of years under which the Property are held from the Government subject to the payment of the proportion of the rent and the performance of the covenants terms and conditions reserved by and contained in the Government Lease or Conditions of Sale/Grant/Regrant/Exchange/Extension (as the case may be) Subject thereto so far as they relate to the Property and subject to the Deed of (Mutual) Covenant or other Deeds or Documents set out in Part II of the 2nd Schedule hereto that may affect the Property.

THE PRICE

2. The purchase price shall be such sum and shall be paid by the Purchaser to the Vendor in manner as set out in Part III of the 1st Schedule hereto.

COMPLETION

3. (a) Completion shall take place at the offices of Messrs. Hon and Company, the Vendor's Solicitors at 2<sup>nd</sup> Floor, The Chinese General Chamber of Commerce Building, Nos.24-25 Connaught Road Central, Hong Kong, on or before the date and times set out in Part IV of the 1st Schedule hereto.
- (b) On payment of the balance of purchase price the Vendor shall execute a proper assignment or other assurance of the Property sold to the Purchaser or the Purchaser's nominee(s) or sub-purchaser(s) subject as herein mentioned but otherwise free from encumbrances.
- (c) Completion shall take place by way of undertaking as recommended by the Law Society of Hong Kong with such variations as the parties' solicitors may agree in place of formal completion.
- (d) In respect of the payment of the balance of the purchase price or any part thereof required to be made hereunder, the party making such payment ("the Payer") shall deliver to the party to whom such payment is to be made ("the Payee") on the date on which such payment is required to be made hereunder cashier order(s) issued by a licensed bank in Hong Kong or solicitors' cheque(s) in favour of the Payee for the relevant amount.

- (e) Where the balance of the purchase price or any part thereof is required to be applied by the Vendor to discharge an existing mortgage, charge or incumbrance, or to pay any person(s) who will be a party to the assignment on completion of the sale and purchase herein, the Vendor's solicitors shall be entitled, by giving the Payer's solicitors not less than 24 hours' prior notice in writing, to require the Payer to split such payment and deliver to the Vendor's solicitors one or more cashier order(s) or solicitors' cheque(s) issued in favour of the person(s) or party(ies) entitled to such payment(s) and a separate cashier order or solicitors' cheque in favour of the Vendor for the balance. The provisions of paragraph (d) above shall apply to such cashier order(s) or solicitors' cheque(s).
- (f) A Payer shall not be deemed to have discharged the obligation to make such payment hereunder unless in making such payment, the Payer also complies with the provisions of this Clause.

#### RECEIPT OF MONEY

- 4. (a) The Vendor declares that Messrs. Hon and Company, is the Vendor's agent for the purposes of receiving all monies payable to the Vendor pursuant to this Agreement including the balance of the purchase money payable upon completion and (where necessary) to apply monies so received for the redemption of any Existing Mortgage or Charge.
- (b) The Vendor further declares that the payment to the Vendor's Solicitors of any deposit, instalments of the purchase monies and the balance thereof (if any) shall be a full and sufficient discharge of the Purchaser's obligations hereunder.
- (c) The Vendor may revoke the authority of the Vendor's agent and appoint other solicitors as an Agent in their place. No such revocation shall be valid unless it is :-
  - (i) in writing addressed to the Purchaser;
  - (ii) delivered to the Purchaser care of his Solicitors at least seven (7) clear days prior to completion; and
  - (iii) Specifically identifies this Agreement.

#### RENTS OUTGOINGS AND APPORTIONMENTS

5. All outgoing (including but not limited to rates, government rent and management fees) will be discharged by the Vendor up to and inclusive of the actual day of completion and as from but exclusive of that day all outgoing (including but not limited to rates, government rent and management fees) in respect of the Property will be discharged by the Purchaser and all current outgoing shall if necessary be apportioned between the Vendor and the Purchaser.

#### 6. APPORTIONMENT ACCOUNT

The Purchaser shall upon the Vendor's production at least 5 business days before completion originals of the relevant receipt(s) or written confirmation thereof issued by the Management Company of the Property to effect transfer without original receipt and signing all

necessary documentation pay to the Vendor the management fee deposit, public water deposit, public utility deposit and public electricity deposit contributed by the Vendor in respect of the Property and all such deposits (save and except private water meter deposit private electricity meter deposit and private gas meter deposit in respect of the Property) which the Vendor has paid in respect of the Property and which are non-refundable but still subsisting and transferable.

#### TITLE

7. (a) The Vendor shall give title to the Property in accordance with section 13A of the Conveyancing and Property Ordinance (Cap.219) (“the Ordinance”). The Vendor shall, in accordance with Section 13 of that Ordinance, prove his title to the Property at his own expense and shall at the like expense make and furnish to the Purchaser such certified copies of any deeds or documents of title wills and matters of public record (including the Occupation Permit) as may be necessary to prove such title. The costs of verifying the title by inspection and examination including search fees shall be borne by the Purchaser who shall also, if he requires certified copies of any documents in the Vendor’s possession relating to other premises retained by the Vendor as well to the Property pay the costs of such certified copies.
- (b) If the Purchaser requires from the Vendor certified copies of title deeds (which do not relate exclusively to the Property) to prove the Vendor’s title to the Property, it shall be sufficient for the Vendor to produce to the Purchaser plain copies of such title deeds obtained from the Land Registry with an undertaking by the Vendor’s solicitors to deliver the certified copies to the Purchaser’s solicitors within 7 business days after the Vendor’s solicitors have received the same from the Land Registry but in any event not later than 30 days after the date of completion. In such circumstances, the Vendor’s failure to deliver such certified copies prior to completion shall not entitle the Purchaser to object to or delay completion of the purchase herein who shall be bound to complete in accordance with this Agreement.

#### DOCUMENT OF TITLE

8. Such of the documents of title as relate exclusively to the Property and are required for giving title to the Property in accordance with Section 13A of the Conveyancing and Property Ordinance (Cap.219) shall be delivered to the Purchaser. All other documents of title in the possession of the Vendor relating to other premises as well as the Property shall be retained by the Vendor who shall, if so required on completion of the sale, give to the Purchaser a covenant for safe custody thereof and for production and delivery of copies thereof, such covenant to be prepared by and at the expense of the Purchaser.

#### REQUISITION

9. Any requisitions and objections in respect of the title shall be delivered in writing to the Vendor’s Solicitors within seven (7) business days (as hereinafter defined) days after the date of receipt of title deeds of the Property by the Purchaser’s Solicitors and every requisition or objection not so delivered shall be deemed to have been waived (in this respect time shall be of

the essence of this Agreement). Any further requisition on or objection to the Vendor's reply to any requisition or objection previously raised by the Purchaser shall be raised within seven (7) business days after the date of receipt of such reply by the Purchaser's Solicitors (in this respect time shall be of the essence of this Agreement), failing which the Purchaser shall be deemed to have waived his right to raise further requisition. If the Purchaser shall make and insist on any objection or requisition in respect of the title or conveyance or any demand of title deeds is insisted on by the Purchaser or otherwise which the Vendor shall be unable or (on the ground of difficulty delay or expense or on any other reasonable ground) unwilling to remove or comply with, or the title of the Vendor shall be defective, the Vendor shall notwithstanding any previous negotiation or litigation be at liberty on giving to the Purchaser or his Solicitors five (5) business days notice in writing to annul the sale unless such objection or requisition shall have been waived or withdrawn or been complied with by the Vendor before the expiration of the said five (5) business days notice the sale and purchase herein provided shall be annulled the Purchaser being in that event entitled forthwith to a return of all the deposit(s) paid hereunder forthwith in full but without interest (if returned to the Purchaser within 7 business days thereof) costs or compensation.

#### FAILURE OF THE PURCHASER

10. If the Purchaser shall (otherwise than due to the default of the Vendor) fail to complete the purchase in accordance with the terms and conditions of this Agreement the deposit money shall be absolutely forfeited to the Vendor who may (without being obliged to tender an assignment to the Purchaser) forthwith rescind and determine this Agreement by giving notice of termination in writing to the Purchaser or his Solicitors to such effect and the Vendor shall thereupon entitle to repossess and re-enter upon the Property if possession shall have been given to the Purchaser free from any right or interest of the Purchaser therein. Upon rescission and determination of this Agreement in accordance with this clause the Vendor may either to retain the Property the subject of this Agreement or any part or parts thereof or to resell the same, either as a whole or in lots, and either by public auction or by tender or by private contract, or partly by the one and partly by the other, and subject to such conditions and stipulations as to title or otherwise as the Vendor may think fit. Any deficiency arising from such resale and all reasonable expenses attending the same or any attempted resale shall, if the same cannot be covered by the deposit money hereby forfeited, be made good and paid by the Purchaser and any increase in price realized by any such resale shall belong to the Vendor. This clause shall not preclude or be deemed to preclude the Vendor from taking other steps or remedies to enforce the Vendor's rights under this Agreement or otherwise. On the exercise of the Vendor's right of rescission under this Agreement the Vendor shall have the right, if this Agreement shall have been registered in the Land Registry to register at the Land Registry an instrument signed by the Vendor alone to rescind the sale of the Property. This clause shall not prevent the Vendor recovering further damages representing interest and stamp duty paid or lost by him by reason of the Purchaser's failure if the same cannot be covered by the deposit money hereby forfeited.

#### FAILURE OF THE VENDOR

11. (a) If the Vendor shall (for any cause save as herein provided) fail to complete the said sale in accordance with the terms and conditions hereof then all deposits paid herein shall be returned to the Purchaser in full forthwith who shall also be entitled to recover from the Vendor such damages as the Purchaser may sustain

by reason of such failure on the part of the Vendor and it shall not be necessary for the Purchaser to tender an Assignment to the Vendor for execution before taking proceedings to enforce specific performance of this Agreement or for damages for breach of this Agreement.

- (b) Nothing in this Agreement shall be so construed as to prevent either the Vendor or the Purchaser from bringing an action and obtaining a decree for specific performance of this Agreement in lieu of the aforesaid damages or in addition thereto.

#### TIME

- 12. Time shall in every respect be of the essence of this Agreement.

#### EASEMENTS

- 13. The Property are sold subject to all easements (if any) subsisting therein in Assignment Memorial No.UB5612394.

#### MISREPRESENTATION

- 14. The Misrepresentation Ordinance Cap.284 applies to this Agreement.

#### RISK

- 15. Immediately after the signing of this Agreement the Property shall as between the Vendor and the Purchaser be at the Purchaser's risk.

#### PHYSICAL CONDITION OF THE PROPERTY

- 16. (a) The Purchaser hereby declares that the Purchaser has duly viewed the Property. The Property is sold on an "as is" basis.

#### VACANT POSSESSION

- 17. It is a condition of this Agreement that the Property is sold with vacant possession and vacant possession of the Property shall be given to the Purchaser on completion.

#### THIRD PARTY NOTICES

- 18. (a) The Vendor hereby warrants and declares that the Vendor has not received and is not aware of there being any notice or order from any Government or other competent authority or the manager or management authority of the building of which the Property forms part requiring the Vendor to demolish or reinstate any part of the Property. If it should be discovered that such notice or order existed prior to the date hereof or if any such notice or order shall be served on or before the date for completion, the costs for such demolition or re-instatement shall be borne by the Vendor. The Vendor hereby undertakes to notify the Purchaser

forthwith in writing upon receipt of any of the aforesaid notices or orders.

- (b) The Vendor hereby declares that he has not received any notice or order under the Lands Resumption Ordinance, Cap.124 or the Mass Transit Railway (Land Resumption and Related Provisions) Ordinance Cap.276 or the Roads (Works, Use and Compensation) Ordinance, Cap.370 or any other form of notice or order of similar nature affecting the Property and has no knowledge whatsoever whether the Property is included in any lay-out plans (draft or approved) under the Town Planning Ordinance, Cap.131. If it shall be ascertained before completion of the purchase that the Property is or will be affected by any of the said Ordinances, notice or order the Purchaser may by notice in writing to the Vendor rescind this Agreement in which event all deposits paid hereunder shall be returned by the Vendor to the Purchaser in full but without interest (if returned to the Purchaser within 7 business days thereof) costs or compensation and neither party shall have any claim against the other hereon and the parties hereto shall at their own cost enter into and cause to be registered at the Land Registry an Agreement for Cancellation. The Vendor hereby undertakes to notify the Purchaser forthwith in writing upon receipt of any of the aforesaid notices or orders.
- (c) Notwithstanding any provisions to the contrary herein provided, if this Agreement should be rescinded by the Purchaser, then if any stamp duty has been paid by the Purchaser under this transaction, the Purchaser alone shall be entitled to claim from the Stamp Duty Office for refund of such stamp duty paid.

#### EXISTING MORTGAGE

19. The Vendor warrants and declares that the Property is at present not subject to any mortgage deed(s) or charges.

#### THIRD PARTY INTEREST

20. The Vendor hereby further declares that apart from himself no other person whether in occupation or not (whether related or otherwise) has any beneficial interest, legal or equitable, in the Property or any part thereof and in the event of any third party claim of beneficial interest to the Property which shall not be discharged on or before completion the Vendor shall forthwith return to the Purchaser all deposits paid herein and all sums of money paid by the Purchaser to the Vendor and without prejudice to the Purchaser's right to claim against the Vendor for all losses and damages sustained by the Purchaser by reason of the Vendor's failure and or inability to complete the sale in accordance with the terms hereof and it shall not be necessary for the Purchaser to tender an Assignment to the Vendor for execution.

#### LEGAL COSTS

21. Each party shall bear his own solicitors' costs, charges and expenses of and incidental to the preparation and completion of this Agreement and the subsequent Assignment Provided that if the Purchaser shall sub-sell the Property or any part or parts thereof at a consideration or an aggregate consideration of more than the purchase price payable hereunder then the Purchaser

shall bear the Vendor's Solicitors additional costs for approval of the subsequent Assignment or Assignments at half scale charge based on the greater or aggregate greater consideration. If the Vendor shall be required to execute more than one deed of assignment the additional costs of the Vendor's Solicitors for approving the additional deed(s) at half scale charge shall be borne by the Purchaser.

### STAMP DUTY

- 22.
- (a) This Agreement is made pursuant to a Provisional Agreement in respect of the Property made between the parties hereto dated the 15<sup>th</sup> day of March 2017 ("the said Provisional Agreement") and it is hereby agreed that this Agreement shall supersede the said Provisional Agreement and the said Provisional Agreement shall be deemed null and void except for stamp duty purposes only.
  - (b) All ad valorem stamp duties payable under the Stamp Duty Ordinance (Chapter 117) chargeable upon this transaction (including but not limiting to the said Provisional Agreement (if applicable), this Agreement and the subsequent Assignment) shall be borne and paid by the Purchaser solely Provided that in the event of the consideration stated in the relevant document for stamping under Head 1(1A) in the First Schedule to the Stamp Duty Ordinance being not accepted by the Collector of Stamp Revenue as representing the true value of the Property hereby agreed to be sold and purchased then any additional stamp duties charged by him in accordance with his valuation of the Property shall be borne and paid by the Purchaser solely.
  - (c) The parties hereto hereby declare that they fully understand and acknowledge that no other date than the date of the said Provisional Agreement (if applicable) and the date of this Agreement (which date will be filled into the Stamping Request Form I.R.S.D.112(E) for stamping purpose of this Agreement and the subsequent Assignment) may be claimed as the relevant dates for valuation of the Property.
  - (d) It is hereby agreed that the Purchaser shall in all respect comply and fulfill the requirements for stamping applicable upon this transaction under the Stamp Duty Ordinance and including but not limited to within the prescribed period present this Agreement and/or the said Provisional Agreement (if applicable) to the Stamp Duty Office for stamping and the Purchaser shall keep the Vendor fully indemnified of all stamp duty additional stamp duties or penalty charged by the Stamp Duty Office in respect of this transaction or failure to comply with the Stamp Duty Ordinance and this provision shall survive completion of the sale and purchase herein.
  - (e) The parties hereto hereby declare that the particulars required by Section 29B(1) of the Stamp Duty Ordinance are set out in the 4th Schedule hereto and the parties hereto warrants and represents to and undertakes with the other that the information specified in 4th Schedule hereto are in all respects accurate insofar as within the knowledge of such party.

- (f) Special stamp duty (if any) on the Vendor's sale of the Property under this Agreement shall be paid by the Vendor solely within the statutory period. The party responsible for payment of the special stamp duty shall pay any additional special stamp duty and penalty for late stamping (if any) as assessed by the Stamp Office.
- (g) This clause shall survive completion.

#### INSPECTION OF PROPERTY

23. The Vendor hereby agrees to allow the Purchaser and/or the Purchaser's agent and/or his mortgage bank, to inspect the Property on or before completion at reasonable time and by prior reasonable appointment :-

- (i) once prior to completion date for valuation purpose; and
- (ii) once on or prior to completion for the purpose of verifying delivery of vacant possession if vacant possession is to be delivered to the Purchaser on completion.

#### CONVEYANCING AND PROPERTY ORDINANCE

24. Unless inconsistent with the terms herein expressly provided in which case the terms and conditions herein shall prevail, there are incorporated into this Agreement as if they were herein written the conditions respectively on the part of the Vendor and the Purchaser set out in Part A of the Second Schedule to the Conveyancing and Property Ordinance Chapter 219 of the Laws of Hong Kong.

#### NOTICE

25. (a) Any notice required to be given hereunder shall be deemed to have been validly given if it is in writing and addressed to the party to whom the notice is given or its solicitors and delivered at or sent by ordinary prepaid post to such party or its solicitors at the address above given (in the case of the such party) or the last known business address (in the case of its solicitors) or such other address as may from time to time be notified in writing to the other party or its solicitors.
- (b) If more than one person is named herein as Vendor/Purchaser service of any notice on any one of them shall be good service on all.
- (c) Any notice delivered personally shall be deemed to have been given at the time of such receipt by the recipient. Any notice dispatched by letter postage prepaid shall be deemed to have been given forty eight (48) hours after posting.

#### INTERPERTATION

26. In this Agreement, unless the contrary intention appears :-



- (a) If the completion date for the sale and purchase of the Property shall fall on a day which is not a business day (defined as a day on which The Hong Kong and Shanghai Banking Corporation Limited is opened for business in Hong Kong but excluding Saturdays, Sundays and general Holidays) or shall fall on a day on which typhoon signal No.8 or above or a black rainstorm warning is hoisted in Hong Kong at any time between 9:30 a.m. and 5:00 p.m. the completion date for the sale and purchase of the Property shall automatically be postponed to the next business day or such next succeeding business day (which is not a Saturday) and on which no typhoon signal No.8 or above or a black rainstorm warning is hoisted as aforesaid (as the case may be).
- (b) Where two or more persons are comprised in the expressions “the Vendor” and/or “the Purchaser” the agreements herein contained shall be deemed to be made by such persons jointly and severally.
- (c) It is hereby declared that in these presents (if the context so permits or requires) words importing the singular number only shall include the plural number, and vice versa; words importing the masculine gender only shall include the feminine gender and the neuter gender and words importing persons shall include companies and corporations.

27. The Vendor hereby declares and warrants that the Property is not and does not form part of subject matter of any Order for possession granted by the Lands Tribunal or the District Court under Section 53(2)(b) or 53(2)(c) or 119(E)(1)(b) of the Landlord and Tenant (Consolidation) Ordinance within the period of 24 months immediately preceding the signing of this Agreement.

28. The sale and purchase herein is also subject to the Special Provisions as contained in the 3rd Schedule hereto. In case of conflict, the said Special Provisions shall prevail.

29. This Agreement comprises all the terms agreed between the parties hereto.

30. The Vendor further covenants with the Purchaser that upon the Vendor signing this Agreement, the Vendor will not assign, mortgage, charge, let, underlet, lease or otherwise dispose of or part with possession or make any arrangement for the sharing of the Property or any part or interest thereof or therein, or cause or permit to encumber the Property nor any part nor interest thereof or therein.

31. Notwithstanding anything herein containing to the contrary, if any of the parties hereto shall fail to complete the sale and purchase of the Property according to the terms and conditions of this Agreement (“the defaulting party”), then without prejudice to any other claim or rights which the other party may have against the defaulting party, all stamp duty paid or payable on this Agreement and/or the Provisional Agreement shall be borne by the defaulting party solely who shall also forthwith reimburse the other party for all amounts of stamp duty paid by the other party and keep the other party indemnified against any liability of stamp duty in respect of the Provisional Agreement and this Agreement. The defaulting party shall also be liable for and shall keep the other party fully indemnified against the estate agent’s commission.

32. It is expressly provided that the Contracts (Rights of Third Parties) Ordinance (Cap.623) shall not apply to this Agreement and nothing herein will create rights under the said Ordinance.

33. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds HK\$20,000,000.00.

## 1ST SCHEDULE

### Part I

Vendor : LERADO H.K. LIMITED (隆成香港有限公司)  
whose registered office is situate at Unit 1-3, 30/F.,  
Universal Trade Centre, 3-5A Arbuthnot Road,  
Central, Hong Kong.

Company Registration No. : 498044

Vendor's capacity : as Beneficial Owner

### Part II

Purchaser : JUST CENTRAL LIMITED whose registered office  
is situate at

Business Registration No. :

Purchaser's capacity : as Sole Owner

### Part III

The purchase money shall be HONG KONG DOLLARS THIRTEEN MILLION ONE HUNDRED TWENTY SEVEN THOUSAND AND SIX HUNDRED ONLY (HK\$13,127,600.00) which shall be paid by the Purchaser in manner as follows :-

- (a) HK\$656,380.00 being initial deposit has been paid by the Purchaser to the Vendor's Solicitors as stakeholders direct prior to the signing of this Agreement.
- (b) HK\$656,380.00 being further deposit and in part payment of the purchase money shall be paid by the Purchaser to the Vendor's Solicitors as stakeholders upon the signing of this Agreement.
- (c) HK\$11,814,840.00 being balance of purchase money shall be paid by the Purchaser to the Vendor upon completion of sale and purchase of the Property.

The initial and further deposit shall be paid to the Vendor's Solicitors as stakeholder who shall not release the same to the Vendor unless it is proved to the satisfaction of the Purchaser's Solicitors that the balance of purchase price is sufficient to discharge the existing Mortgage/Legal Charge in respect of the Property.

### Part IV

Date of Completion : Between the hours of 9:30 a.m. and 5:00 p.m. on or before the 31<sup>st</sup> day of May 2017.

## 2ND SCHEDULE

### Part I

The Property :-

Description, address, lot number, sections and undivided shares etc.:

ALL THOSE 275 equal undivided 59,050<sup>th</sup> part(s) or share(s) of and in ALL THOSE piece(s) or parcel(s) of ground registered in the Land Registry as THE REMAINING PORTION OF SUBSECTION 1 OF SECTION A OF INLAND LOT NO.65, THE REMAINING PORTION OF SECTION A OF INLAND LOT NO.65, SUBSECTION 1 OF SECTION B OF INLAND LOT No.65, SUBSECTION 2 OF SECTION B OF INLAND LOT NO.65, THE REMAINING PORTION OF SECTION B OF INLAND LOT NO.65, SECTION C OF INLAND LOT NO.65 and THE REMAINING PORTION OF INLAND LOT NO.65 (“the Lot”) And of and in the messuages erections and buildings erected thereon now known as UNIVERSAL TRADE CENTRE (環貿中心), No.3 Arbuthnot Road (“the Building”) TOGETHER with the sole and exclusive right and privilege to hold use occupy and enjoy ALL THAT OFFICE NO.2 on the THIRTIETH FLOOR of the Building.

### Part II

1. Deed of Mutual Covenant and Management Agreement Memorial No.UB5541232.

### 3RD SCHEDULE

#### Special Provisions

1. The Vendor also confirms that the Property has been used by the Vendor for its own use and was not rented out for income during the two years ended 30<sup>th</sup> June 2016 and up to the date of the Provisional Agreement for Sale and Purchase dated 15<sup>th</sup> March 2017.
2. See copy of Rider attached hereto.
3. The Vendor shall be responsible for the cost of the improvement and renovation works of the washrooms, plumbing and drainage system of the Universal Trade Centre (see letters attached hereto).
4. 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 (Stoke code 183).

### 4TH SCHEDULE

(Referred to in Clause 22 refers)

Information included for the purposes of Section 29B(1) of the Stamp Duty Ordinance (Cap.117).

- (a) The Vendor's name : see Part 1,1st Schedule.  
The Purchaser's name : see Part II, 1st Schedule.
- (b) The Vendor's Identification No. : see Part 1, 1st Schedule.  
The Purchaser's Identification No.: see Part II, 1st Schedule.
- (c) Where either party is not an individual but is registered under the Business Registration Ordinance.  
The Vendor's Business Registration No.: see Part 1,1st Schedule.  
The Purchaser's Business Registration No.: see Part II, 1st Schedule.
- (d) Description and location of the Property: see 2nd Schedule.
- (e) The Property comprises non-residential property within the meanings of Section 29A(1) of the Stamp Duty Ordinance.
- (f) The date of this Agreement : see page 1.
- (g) The date of any preceding unwritten sale agreement or agreement for sale made between the same parties on the same terms: the 15<sup>th</sup> day of March 2017.
- (h) Agreed date of Conveyance on Sale: see Completion Date provided in Part IV of 1st Schedule.
- (i) The agreed consideration for the Conveyance on Sale :-  
see purchase money provided in Part III, 1st Schedule.

- (j) Amount or value of any other consideration which each person executing the document knows has been paid or given or has been agreed to be paid or given to any person for or in connection with the agreement for sale or any conveyance on sale (excluding legal expenses and estate agents commission): NIL
- (k) If this Agreement has not been executed by the Purchaser did he know that it affected him : Not Applicable

Attached to and form part of the Provisional Agreement for Sale and Purchase No. N/141/CM/SA

**Rider I**

Re: Office 2, 30/F, Universal Trade Centre, No. 3 Arbuthnot Road, Hong Kong.

1) The completion of the Purchase of Office 2 on 30th floor must be carried out simultaneously with the completion of the Purchase of Office 1 and Office 3 on 30th floor, otherwise the party in default of the completion of the purchase of either property or all three properties will be considered as in breach of all three agreements for the sale and purchase of Office 1, 2 and 3 on 30th floor, Universal Trade Centre, HK

*\* Provisional Agreement for Sale and Purchase No. N/141/CM/SA 0007838 and No. N/141/CM/SA 0007839.*

2) The Purchase fully acknowledges and accepts that there are no partition walls between Units 1, 2 and 3 of 30/F, Universal Trade Centre and agrees to complete the sale and purchase of the said premises accordingly.

For and on behalf of  
**Lerado H.K. Limited**  
(隆成香港有限公司)

.....  
Authorized Signature(s)  
Signed by the Vendor  
Name of Signatory(ies) Mark Kung  
ID No(s) V008076(9)

For and on behalf of  
Midland Realty (Comm.) Ltd

.....  
Signed by the Agent  
Name of Agent our study library  
Licence No(s) \_\_\_\_\_

For & on Behalf of  
Just Central Limited

.....  
Signed by the Purchaser  
Name of Signatory(ies) Lee Wai Yin  
ID No(s) C627063

Attached to Provisional Agreement for Sale and Purchase No. N/1C11CM/1/A ~~00782~~  
000782

環貿中心管業處  
The Management Office of Universal Trade Centre

香港中環亞畢諾道 3-5A 號 32 樓  
32/F, Nos. 3-5A Arbutnot Road, Central, Hong Kong

電話 Tel : 2530 2807  
傳真 Fax : 2530 4818

Our ref : HLD/HAPM/HYP-1700/N17015(a)

3<sup>rd</sup> February 2017

To: All owners of Universal Trade Centre

**Re: Contribution issue on the Replacement of UTC Plumbing & Drainage System and Renovation of Washrooms from 6<sup>th</sup> Floor to 31<sup>st</sup> Floor**

Universal Trade Centre has undergone an 'Extraordinary General Meeting' on 12<sup>th</sup> January 2017 (Please refer to the Notice issued by the Management Office on 20<sup>th</sup> January 2017. Our ref: HLD/HAPM/HYP-1700/N17015) which has resolved and passed the work of the Replacement of UTC Plumbing & Drainage System and Renovation of Washrooms from 6<sup>th</sup> Floor to 31<sup>st</sup> Floor and passed the contribution to be paid by 3 installments within 3 months starting from March 2017.

We now provide details to the owners as to the total contribution amount, date of contribution, the contribution sum by each unit, installment contribution amount and contribution ratio.

The Management Office will issue the first installment debit note to the owners on 1<sup>st</sup> March 2017. The fund collected will be deposited into the building management account for further handling. Please pay the contribution on time and make your cheque payable to 'Hang Yick Properties Management Limited'.

*minutes*

	Date of Contribution	Contribution Ratio	Total Contribution Amount of each installment
First installment	1/3/2017	50%	7,369,801
Second installment	1/4/2017	30%	4,421,894
Third installment	1/5/2017	20%	2,947,905
Total Amount of Contribution :			14,739,600

148,802.5  
89,281.5  
59,521.5  
297,605

Please contact Mr. Benny Chan or Mr. Kelvin Wong at 2530 2807 if you have any queries.

2017/6A - 4/07  
12/10  
Management Office of Universal Trade Centre

Encl. - Contribution Table

SP/BC/rk





環貿中心管業處  
The Management Office of Universal Trade Centre

香港中環亞畢諾道 3-5A 號 32 樓  
32/F, Nos. 3-5A Arbutnot Road, Central, Hong Kong

電話 Tel : 2530 2807  
傳真 Fax : 2530 4818

檔案編號: HLD/HAPM/HYP-1700/N17015(a)

致 : 環貿中心 各業主

環貿中心更換供水及去水系統及  
翻新 6 樓至 31 樓公眾洗手間工程集資事宜

環貿中心已經於 2017 年 1 月 12 日舉行「特別業主大會」(詳情於參閱 2017 年 1 月 20 日派發之管業處信件。檔案編號 : HLD/HAPM/HYP-1700/N17015) 通過進行「更換供水及去水系統及翻新 6 樓至 31 樓公眾洗手間工程」, 並通過由 3 月份起分三個月分三期進行集資。

現隨附件通知各位業主集資之總金額、集資日期、每個單位攤分金額、每期分攤費用及百分比。

管業處將於 2017 年 3 月 1 日起向各位業主發出第一期之付款通知書, 以上集資款項將全數存入大廈管理賬戶內, 敬希各位業主依期繳付。請各位業主於付款支票抬頭填寫「恒益物業管理有限公司」。

	集資日期	每期分攤百分比	每期分攤總數
第一期	1/3/2017	50%	7,369,801
第二期	1/4/2017	30%	4,421,894
第三期	1/5/2017	20%	2,947,905
		集資總數:	14,739,600

如有任何垂詢, 請賜電 2530 2807 與管業處陳其耀先生或黃惠強先生聯絡。

環貿中心管業處  
二〇一七年二月三日

附件: 集資表

SP/B/C/rk



# 集資表 Contribution Table

大廈總管理份數 / Total number of management shares: 153,188		The Replacement of OTC Plumbing & Drainage System and Renovation of Washroom from 6/F to 31/F	
集資總額 / Total Contribution: 14,739,600		分三期所分攤之費用 Contribution by 3 Installments	
樓層 / Floor	單位數 / No. of Units	第1期分攤費用 (港幣)50% First installment contribution 50%(HK\$)	第2期分攤費用 (港幣)30% Second installment contribution 30%(HK\$)
6/F	01	42,913	21,457
	02	27,614	13,807
	03	79,573	39,786
	04	42,625	21,313
	05	46,473	23,237
	06	45,800	22,900
	07	41,085	20,543
	08	47,339	23,669
	09	37,718	18,859
7-31/F	01	113,057	56,529
	02	63,986	31,993
	03	120,562	60,281
	04	151,160	75,580
	05	103,243	51,621
停車場/Carpark (61個車位) Each carpark space	90	8660	4330
總數 :	153,188	14,739,600	7,369,801
			4,421,894
			1,732
			2,947,905

環貿中心管業處  
The Management Office of Universal Trade Centre

香港中環亞畢街道 3-5A 號 32 樓  
32/F, Nos. 3-5A Arbutnot Road, Central, Hong Kong

電話 Tel: 2530 2807  
傳真 Fax: 2530 4818

檔案編號: HLD/HAPM/HYP-1700/N17015

致: 環貿中心 各業主

環貿中心更換供水及去水系統及  
翻新 6 樓至 31 樓公眾洗手間工程集資事宜

環貿中心已經於 2017 年 1 月 12 日(星期四)下午四時舉行「特別業主大會」討論及議決環貿中心更換供水及去水系統及翻新 6 樓至 31 樓公眾洗手間工程事宜。當日出席會議之業主及獲授權代表佔環貿中心總不可分割業權百份比 55.31。

經出席業主討論及投票後，共 99.89 業權份數百份比議決通過進行環貿中心更換供水及去水系統及翻新 6 樓至 31 樓公眾洗手間工程，並且通過以港幣\$19,739,600 將環貿中心更換供水及去水系統及翻新 6 樓至 31 樓公眾洗手間工程判與「新進建築有限公司」承辦。大會亦通過由環貿中心冷氣帳戶口盈餘一次性撥款港幣\$5,000,000 資助今次大維修工程。餘下款項港幣 HK\$14,739,600 將會由環貿中心各業主進行集資。經出席業主討論及投票後，共 99.2 業權份數百份比通過由今年 3 月份起分三個月分三期進行集資(集資比例百份比，第一個月: 50%; 第二個月: 30%; 第三個月: 20%)。

現付上各樓層單位及車位所需集資銀碼數目以供各業主參考。正式之集資日期及集資銀碼稍後會有正式文件通知各業主知悉。

如有任何垂詢，請賜電 2530 2807 與管業處陳其耀先生或黃惠強先生聯絡。



環貿中心管業處  
二〇一七年一月二十日

附件：集資表

SP/BC/rk

環貿中心管業處  
The Management Office of Universal Trade Centre

香港中環亞畢諾道 3-5A 號 32 樓  
32/F, Nos. 3-5A Arbuthnot Road, Central, Hong Kong

電話 Tel : 2530 2807  
傳真 Fax : 2530 4818

Our ref.: HLD/HAPM/HYP-1700/ N17015

20<sup>th</sup> January 2017

To: All owners of Universal Trade Centre

**Re: Contribution issue on the Replacement of UTC Plumbing &  
Drainage System and Renovation of Washrooms from 6<sup>th</sup> Floor to 31<sup>st</sup> Floor**

Universal Trade Centre has undergone an 'Extraordinary General Meeting' on 12<sup>th</sup> January 2017 (Thursday) at 4:00 p.m. to discuss and resolve on the Replacement of UTC Plumbing & Drainage System and Renovation of Washrooms from 6<sup>th</sup> Floor to 31<sup>st</sup> Floor. The owners and owners' representatives attended the meeting represented 55.31 percent of total undivided shares of Universal Trade Centre.

After discussion within the owners and owners' representatives, there was a total of 99.89 percent of undivided shares voted for the work of Replacement of UTC Plumbing & Drainage System and Renovation of Washrooms from 6<sup>th</sup> Floor to 31<sup>st</sup> Floor and further voted for 'New Progress Construction Co. Ltd.' with HK\$19,739,600 as our contractor to perform the Replacement of UTC Plumbing & Drainage System and Renovation of Washrooms from 6<sup>th</sup> Floor to 31<sup>st</sup> Floor. The meeting also voted for the transfer of HK\$5,000,000 from Universal Trade Centre Air Condition Account to subsidize the renovation. The rest of HK\$14,739,600 will be contributed by the owners. After discussion within the owners, there was a total 99.2 percent undivided shares voted for the collection of contribution to be paid by 3 installments within 3 months after March 2017 from the date of EGM (contribution collection ratio, the first month: 50%; the second month: 30%; the third month: 20%)

We now provide the 'Contribution Table' of each unit and carpark for your reference. Formal notice of contribution date and amount will be issued to all owners in due course.

Please contact Mr. Benny Chan or Mr. Kelvin Wong at 2530 2807 if you have any queries.



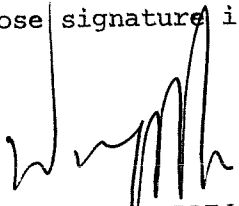
Management Office of Universal Trade Centre

Encl. - Contribution Table

SP/BC/rk  
7/2

AS WITNESS the hands of the said parties the day and year first above written.

SIGNED by MAK KWONG YIU, )  
its director - - - )  
for and on behalf of the Vendor in )  
~~the presence of:-~~ whose signature is )  
verified by:- )

  
**WU HUNG PUN**  
Solicitor, Hong Kong SAR  
Messrs. Hon and Company


For and on behalf of  
**Lerado H.K. Limited**  
(隆成香港有限公司)  
  
Authorized Signatory(s)

SIGNED by Lee Wing Yin, )  
 )  
its director - - - )  
 )  
for and on behalf of the Purchaser in the )  
presence of :- )



LEUNG KAMMAN

Clerk to Messrs. Iu, Lai & Li  
Solicitors, Hong Kong SAR



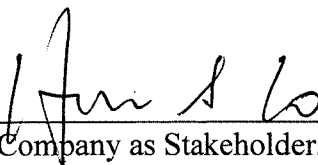
For and on behalf of  
**JUST CENTRAL LIMITED**  
-----  
*Authorized Signature(s)*

I hereby verify the signature of  
LEUNG KAMMAN

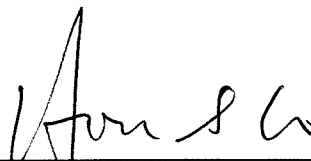


Cheung Chi Chu  
Solicitor, Hong Kong SAR  
Iu, Lai & Li

RECEIVED on or before the day and year first )  
above written the abovementioned initial deposit of )  
HONG KONG DOLLARS SIX HUNDRED FIFTY ) HK\$656,380.00  
SIX THOUSAND THREE HUNDRED AND )  
EIGHTY ONLY )

  
\_\_\_\_\_  
Messrs. Hon and Company as Stakeholders

RECEIVED on the day and year first above written )  
the abovementioned further deposit of HONG KONG )  
DOLLARS SIX HUNDRED FIFTY SIX ) HK\$656,380.00  
THOUSAND THREE HUNDRED AND EIGHTY )  
ONLY )

  
\_\_\_\_\_  
Messrs. Hon and Company as Stakeholders

Dated the 30<sup>th</sup> day of March 2017

\*\*\*\*\*

**AGREEMENT  
FOR SALE AND PURCHASE**

\*\*\*\*\*

*Lu Lai + Li  
90612 ckb*

Hon and Company  
Solicitors & Notaries  
2<sup>nd</sup> Floor,  
The Chinese General Chamber of Commerce Building  
Nos.24-25 Connaught Road Central,  
Hong Kong  
TEL : 2523 4151      FAX : 2810 6111  
REF : WHP/CON/50085/mh