

Ace Decade Developments Limited
Seller

and

Bayswater Road (122) Limited
Buyer

Contract for the sale of land
in respect of
119-122 Bayswater Road, London W2 3JH

Contract treated as exchanged on: 15 April 2014 at 5.37 pm
Law Society Formula S (as varied)
For and on behalf of Buyer/Seller: TAYLOR HARRIS

Particulars

Date:	15 April 2014
Seller:	Ace Decade Developments Limited (registered in England and Wales No.8164833) whose registered office is at The St Botolph Building, 138 Houndsditch, London EC3A 7AR
Buyer:	Bayswater Road (122) Limited (registered in Jersey No. 115499) whose registered office is at 47 Esplanade, St Helier, Jersey JE1 0BD.
Guarantor:	None
Property:	The freehold property known as 119-122 Bayswater Road, London W2 3JH and registered at the Land Registry under the Title Number.
Leases	The documents described in Schedule 2
Title Number	LN62008, 272756 and 436171
Deposit:	£3,900,000
Price:	£39,000,000 (referred to as the purchase price in the Standard Conditions).
Completion Date:	2014
Contract Rate:	The higher of: (a) 3% per annum above the National Westminster Bank Plc base rate from time to time in force; and (b) 4%, as well after as before judgment which rate shall also be the contract rate referred to in the Standard Conditions.
Buyer's Solicitor:	Mishcon de Reya of Summit House, 12 Red Lion Square, London WC1R 4QD fax number 020 7404 5982 (ref: RJT/36442.8)
Seller's Solicitor:	Clyde & Co LLP of The St Botolph Building, 138 Houndsditch, London EC3A 7AR fax number 020 7876 5111 (ref: GPT/1407353).

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Agreement

Dated

Between the parties specified in the Particulars.

It is agreed as follows:

1 Definitions and interpretation

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following definitions apply:

Account means the Seller's Solicitor's client account number 13569732 at National Westminster Bank plc, City of London Office, PO Box 12258, 1 Princes Street, London EC2R 8PA (sort code 60-00-01) or such other account in England and Wales as the Seller's Solicitor may specify;

Actual Completion means completion of the sale of the Property, whether or not it takes place on the Completion Date (referred to in the Standard Conditions as **actual completion** or **the date of actual completion**) and **Actual Completion Date** shall be interpreted accordingly;

Authority means any statutory, public, local or other competent authority or a court of competent jurisdiction;

Business Day means a day (other than a Saturday, a Sunday or a public holiday) when banks in London and Jersey are open for business;

Encumbrances means (to the extent that such are still subsisting and capable of being enforced) the encumbrances, documents and matters affecting the Property listed in Schedule 1 including all matters mentioned, contained or referred to in them;

Enquiry Replies means written replies made by the Seller's Solicitor in reply to written questions or enquiries made by the Buyer's Solicitor in relation to the Property;

Holdings means Richfield Group Holdings Limited (Stock Code: 183), a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Main Board of the Stock Exchange of Hong Kong Limited and an indirect holding company of the Seller;

Holdings Shareholders means the holders of the ordinary shares of HK\$0.01 each in the share capital of the Holdings;

Legislation means statute, statutory instrument, statutory guidance, treaty, regulation, directive, byelaw, code of practice, guidance note, circular and common law for the time being in force;

Particulars means the particulars at the front of this Agreement;

Party means a party to this Agreement and **Parties** means more than one Party;

Planning Acts means any Legislation relating to town and country planning;

Standard Conditions means the Standard Commercial Property Conditions (Second Edition) and any reference to a **Standard Condition** shall be construed

accordingly and have the same meaning as the expression **condition** in those conditions;

Title Documentation means copies of the Land Registry entries, the Leases and other copy documents (as appropriate) in respect of the Property;

Transfer means the deed of transfer of the Property to the Buyer in the agreed form;

Undertakings means the duly executed undertakings from each of Richfield (Holdings) Limited and Pong Wai San Wilson in the agreed form pursuant to which Richfield (Holdings) Limited and Pong Wai San Wilson undertake to vote in favour of the transaction contemplated under the terms of this Agreement to satisfy the Condition (as defined in Clause 3.1.1); and

VAT means value added tax as provided for in the Value Added Taxes Act 1994 and any tax similar or equivalent to value added tax or performing a similar fiscal function.

1.2 Interpretation

In this Agreement (except where the context otherwise requires):

- (a) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as being by way of illustration or emphasis only and shall not limit the generality of the preceding words;
- (b) reference to **Legislation** is reference to it as it is in force for the time being taking account of any amendment, extension, re-enactment or replacement and includes any subordinate legislation (within the meaning of section 21(1) of the Interpretation Act 1978) for the time being made under it;
- (c) any reference to a document being **in the agreed form** means a document in the form agreed by the Parties to it and annexed to this Agreement, with such alterations (if any) as may subsequently be agreed in writing by or on behalf of such Parties;
- (d) reference to **liabilities** are to all liabilities of any nature whatsoever including actual or contingent liabilities, claims, demands, actions, proceedings, damages, losses, penalties, costs, fees and expenses; **liability** shall be construed accordingly and such interpretation is to be given in any document using such terms entered into pursuant to this Agreement;
- (e) references to Clauses and Schedules are to clauses of and Schedules to this Agreement, and references to Paragraphs are references to Paragraphs of the Schedule in which the reference appears; and
- (f) the table of contents and headings are for ease of reference only and shall not affect the construction of this Agreement.

1.3 Other

1.3.1 References to **this Agreement** includes the Particulars and Schedules that form part of it and which have effect as if set out in full in the body of this Agreement.

1.3.2 **Guarantor** means the person named as guarantor (if any) in the Particulars.

1.3.3 The expression **Solicitor** in this Agreement shall have the same meaning as given to the expression **conveyancer** in the Standard Conditions.

- 1.3.4 The expressions contained in the Particulars have the meanings set opposite them.
- 1.3.5 Any obligation on the Parties to do something includes an obligation to procure that it be done and any obligation not to do something includes an obligation not to suffer or permit such thing to be done and to take all necessary action to prevent the same.
- 1.3.6 References to **written notice** are to written notice (including faxes but not email) given by a Party to any other Party in accordance with Clause 10.8;
- 1.4 **Standard Conditions**
- 1.4.1 Part 1 of the Standard Conditions are incorporated into this Agreement so far as they:
- (a) apply to a sale by private treaty;
 - (b) relate to the tenure of the Property;
 - (c) are not inconsistent with the other clauses in this Agreement; and
 - (d) have not been modified or excluded by this Agreement.
- 1.4.2 Part 2 of the Standard Conditions are not incorporated into this Agreement.
- 1.4.3 Standard Conditions 1.3.3(b), 1.3.5(a), 1.3.5(c) and 1.3.7(e), 1.4, 3.1.3, 3.3, 6.1 to 6.3 (inclusive) 6.4.2, 6.6.2, 7.1.4(b), 8.3.2, 8.3.6 to 8.3.8 (inclusive), 9.3 and 10.3 do not apply to this Agreement.
- 1.4.4 Standard Condition 1.1.1(a)(ii) is varied by the deletion of the words 'at interest on seven days notice of withdrawal' and the substitution of the word 'overnight' in their place.
- 1.4.5 In the Standard Conditions reference to **the contract** shall be reference to this Agreement.
- 1.4.6 The expression **working day** in this Agreement shall have the same meaning as in the Standard Conditions.
- 1.5 **Incorporation of Schedules**
- The provisions of the Schedules apply to this Agreement.
- 2 **Payments and interest**
- 2.1 **Payments**
- 2.1.1 All money payable by direct credit pursuant to this Agreement is to be paid to the Account or as the Seller's Solicitor reasonably directs.
- 2.1.2 Unless this Agreement expressly provides otherwise, all amounts due from the Buyer under this Agreement shall be paid in full without any deduction or withholding other than as required by law and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Seller in order to justify withholding payment of any such amount in whole or in part.
- 2.1.3 Where either Party is required to pay, refund or reimburse the other Party for costs incurred by it, it shall do so on a full indemnity basis.
- 2.2 **Interest**

If the Buyer defaults in the payment when due of any sum payable by it under this Agreement (whether determined by agreement or pursuant to an order of a court or otherwise) interest at the Contract Rate shall be payable by the Buyer on such sum from the date when such payment is due until the date of actual payment in cleared funds (as well after as before judgment). Such interest shall accrue from day to day and be compounded quarterly.

2.3 **Deposit**

Standard Condition 2.2.1 is varied by the deletion of the words 'deposit of 10 per cent of the purchase price' and the substitution of the word 'Deposit' in their place.

2.4 **Payment of VAT and VAT invoice**

2.4.1 An obligation to pay money includes an obligation to pay any VAT chargeable in respect of that payment and all sums made payable by this Agreement are exclusive of VAT, but subject to receipt of a valid and appropriate VAT invoice.

2.4.2 Where the Buyer is required to pay, refund or reimburse the Seller for the costs of any supplies made to it, the Buyer shall also indemnify the Seller against all liability to VAT in respect of such supply.

3 **Sale and purchase**

3.1 **Agreement for sale**

3.1.1 Subject to the Seller obtaining the necessary approval(s) from the Holdings Shareholders to approve this Agreement and the transactions contemplated hereunder in accordance with the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (**the Listing Rules**) and the applicable laws and regulations under the laws of Hong Kong (**the Condition**), the Seller shall sell and the Buyer shall buy the Property for the Price on the terms of this Agreement.

3.1.2 The Seller shall, within seven Business Days of the date of this Agreement, deliver to the Buyer certified copies of the Undertakings.

3.1.3 The Seller shall use its best endeavours to satisfy the Condition as soon as reasonably practicable and shall keep the Buyer fully informed of progress in satisfying the Condition. The Seller shall notify the Buyer as soon as it becomes aware that the Condition has been satisfied or has become incapable of satisfaction and produce to the Buyer any documentation that may be reasonably required to evidence that.

3.1.4 If the Condition has not been satisfied at or before noon on the date being five Business Days prior to the Completion Date then either the Seller or the Buyer may serve written notice upon the other and upon service of such written notice, save to the extent provided in Clause 9.3, this Agreement shall terminate and the Seller shall immediately return the Deposit together with accrued interest to the Buyer provided that no such notice may be served by any Party in breach of its obligations under this Agreement or once the Condition has been satisfied.

3.1.5 The Buyer hereby irrevocably warrants and confirms that it and its ultimate beneficial owner(s) are independent of, and not connected with and not acting in concert (as defined in the Hong Kong Code on Takeovers and Mergers) with Holdings and any of the directors, chief executive or substantial shareholders of Holdings or its subsidiaries or any of their respective associates (as defined in the Listing Rules). The Buyer hereby further warrants and confirms that it and its ultimate beneficial owner(s) are not financed or backed directly or indirectly by

Holdings, any of the directors, chief executive or substantial shareholders of Holdings or its subsidiaries or any of their respective associates (as defined in the Listing Rules).

3.2 Transfer

3.2.1 The Buyer cannot require the Seller to transfer the Property in parts or by more than one transfer.

3.2.2 The Buyer may elect for the transfer of the Property to be made to an entity other than the Buyer provided that:

- (a) the transfer is at the Price;
- (b) the transferee is an independent third party from the Seller and its beneficial owners and the connected persons of Holdings (as defined under the Listing Rules); and
- (c) the Buyer gives the Seller written notification of the identity of the transferee no later than fifteen Business Days prior to the Completion Date.

3.3 Vacant possession

3.3.1 The Property is sold subject to and with the benefit of the rights of occupation created by the Leases but otherwise with vacant possession on Actual Completion.

3.3.2 The Buyer shall not object to any rubbish or other loose items in or around the Property which do not materially adversely affect the Buyer's reasonable beneficial enjoyment of the Property and the words 'unless the Seller is building or converting it' shall be deleted from Standard Condition 3.2.1.

4 Title

4.1 Proof of title

Title to the Property has been deduced to the Buyer's Solicitor before the date of this Agreement and the Buyer shall buy the Property with full knowledge of the title to the Property as set out in:

- (a) the Title Documentation; and
- (b) Clause 4.3.1 (including all matters arising in connection with the Planning Acts),

and no enquiry, requisition or claim shall be raised by the Buyer.

4.2 Title guarantee

The Seller shall transfer the Property with full title guarantee.

4.3 Matters affecting the Property

4.3.1 In addition to the matters listed in Standard Condition 3.1.2, the Property is sold subject to and where applicable with the benefit of the Encumbrances.

4.3.2 In Standard Condition 3.1.2(c) the words 'and could not reasonably' shall be deleted and the words 'even if discovered before completion' shall be added at the end of the Standard Condition.

4.3.3 The following shall be added to the end of Standard Condition 3.1.2:

- (f) all outgoing, consents, easements and liabilities affecting the Property;
- (g) any matters arising by virtue of any Legislation;
- (h) any unregistered interests falling within any of the paragraphs of Schedule 1 or Schedule 3 of the Land Registration Act 2002 and any interests falling within section 11(4)(c) of that Act; and
- (i) such unregistered interests as may affect the Property to the extent and for so long as they are preserved by the transitional provisions of Schedule 12 of the Land Registration Act 2002.

4.3.4 The Seller shall not at any time, on or after the date of this Agreement, either by its own actions or by the actions of anyone on its behalf:

- (a) encumber the Property, whether by the creation of any legal interest or the creation or imposition of any agreement, obligations, restriction or condition including any planning obligation, planning agreement, condition in any planning permission or otherwise; nor
- (b) apply for planning permission or other planning consent relating to or affecting the Property.

4.4 **Acknowledgements and requisitions**

4.4.1 The Buyer confirms that it has:

- (a) been provided with all information necessary to assess the state and condition of the Property;
- (b) had full opportunity to enter the Property to conduct such surveys and investigations as the Buyer wished; and
- (c) formed its own view as to the condition and suitability of the Property for the Buyer's purposes.

4.4.2 The Buyer shall not raise any enquiry, requisition or claim nor refuse to complete in respect of:

- (a) any of the matters referred to in Standard Condition 3.1.2 or Clause 4.3; and
- (b) the state of repair or condition of the Property or the compliance or non-compliance of the Property with any Legislation;

4.4.3 Clauses 4.1 and 4.4.2 shall not prevent the Buyer raising an enquiry of the Seller's Solicitor in respect of matters not disclosed to the Buyer before the date of this Agreement which are revealed by final searches in respect of the Property at the Land Registry.

5 **Insurance and risk**

5.1 **Seller's insurance obligations**

5.1.1 The Seller is to maintain in force the insurance of the Property in accordance with its obligations as landlord under the Leases until Actual Completion (unless it is maintained by a tenant, mortgagee or other third party, or the consent of the insurer is required to cover the interest of a contractual purchaser and it is unlawfully withheld). Standard Condition 7.1.2 applies but:

- (a) the Seller is not responsible to the Buyer for any deficiency in the amount insured or inadequacy of the risks covered;
- (b) Standard Condition 7.1.2(b) is amended by adding the words 'but if the insurance cover for a contractual purchaser under the policy of the Seller does not extend to loss of rent cover, the Seller is under no obligation to arrange for it to do so' at the end of that Standard Condition;
- (c) Standard Condition 7.1.2(d) does not apply if the interest in the Property of a contractual purchaser is covered by the terms of the policy;
- (d) Standard Condition 7.1.2(f) is amended by adding the words '(including any monies payable in respect of loss of rent, apportioned in accordance with Standard Condition 8.3.4)' after the words 'policy moneys' in Standard Condition 7.1.1(f)(i) and by adding the words 'If this contract is rescinded or otherwise determines, the trust created by this Condition shall also cease and the Seller shall be solely entitled to the policy moneys.' at the end of it; and
- (e) Standard Condition 7.1.3 is amended by replacing the words 'is entitled to recover' with the words 'has recovered'.

5.1.2 The Seller is to pay any refund of premium it receives to the relevant tenant in proportion to the premium that the tenant paid to the Seller in advance and Standard Condition 7.1.2(g)(ii) does not apply.

5.1.3 The Buyer acknowledges that the Seller has made no representation and gives no warranty either as to the adequacy of the terms of the policy or the amount of the sums insured by it or that the terms of the policy comply with the requirements of the Leases.

5.2 **Damage to Property between exchange and completion**

The risk of damage or destruction of the Property now passes to the Buyer and damage to, destruction of, or deterioration in the condition of:

- (a) the whole or any part of the Property;
- (b) access to the Property; or
- (c) any services to the Property,

however caused, shall not entitle the Buyer to refuse to complete or delay completion provided that the insurance policy is not vitiated due to any act or default of the Seller.

6 **Completion**

6.1 **Time for Completion**

6.1.1 Completion shall take place on the Completion Date when all apportionments and other moneys due shall be paid by direct credit.

6.1.2 Standard Condition 8.1.2 is varied by the addition of the words 'the Seller's Solicitor's bank confirms that' after the word 'if'.

6.1.3 Standard Condition 8.4 is varied by the substitution of the words 'any sum payable under Clause 6.3.1(b) or Clause 6.3.1(c)' for the words 'any compensation to be paid under condition 9.3' at Standard Condition 8.4(b) and is also amended to add

'(d) any other sum that the Parties agree under the terms of the contract should be paid or allowed on completion'.

6.1.4 The words 'or if the Seller produces reasonable evidence that this is the case (which can be dealt with by solicitor's undertakings)' shall be added to the end of Standard Condition 1.1.3(b).

6.2 Documents to be delivered on Completion

6.2.1 On the Actual Completion Date, each Party shall deliver to the other's Solicitor:

- (a) an executed duplicate Transfer;
- (b) executed duplicates or counterparts of any other documents that this Agreement requires a Party to enter into on or before the Actual Completion Date; and
- (c) any other documents that this Agreement requires a Party to deliver to any other Party on or before the Actual Completion Date (to the extent not already provided).

6.2.2 In respect of any document that is to be entered into after Actual Completion, the Parties shall deliver their part to the other's Solicitor within ten working days of completion of that document.

6.3 Late Completion

6.3.1 If Actual Completion occurs after the Completion Date and this is not due to the act or default of the Seller, then (without prejudice to any other rights of the Seller):

- (a) if the amount of the Deposit is less than 10 per cent of the Price, the Buyer shall immediately pay to the Seller's Solicitors a further deposit equal to the balance of that 10 per cent;
- (b) the Buyer shall reimburse the Seller for any proper costs (including legal costs) which the Seller incurs on or after the Completion Date relating to any steps which it takes to enforce or complete this Agreement (including any incurred in preparing and serving any notice to complete and recalculating the completion statement); and
- (c) the Seller shall in every case be entitled in respect of the same period of time both to be paid interest pursuant to Clause 2.2 and to enjoy income from the Property.

6.3.2 For the purpose of Standard Condition 9.5.1 the Buyer shall have failed to complete in accordance with a notice to complete if the money due on completion is not received by 2.00pm on the day on which the notice to complete expires.

6.3.3 Standard Condition 9.6.3 is varied by the addition of the words 'but shall have no claim for damages for any loss of bargain or consequential loss' at the end of it.

7 Apportionments

7.1 Apportionments of income and outgoings are to be made in accordance with Standard Conditions 8.3.1 and 8.3.3 to 8.3.5 (inclusive) as varied by this Agreement.

7.2 Save as otherwise provided in this Agreement, income and outgoings in respect of the Property shall be apportioned from the Actual Completion Date (referred to in this Clause and the Standard Conditions as the **apportionment day**).

7.3 Standard Condition 8.3.5 is varied by deleting the words 'subject to Condition 8.3.8,' and inserting the words 'within five working days after the amount is known' after the words 'the other party'.

8 **Registration matters**

8.1 **Registration of Transfer**

As soon as reasonably practicable after Actual Completion, the Buyer shall procure registration at the Land Registry of the Transfer and the Seller shall (but at the cost of the Buyer) provide all reasonable assistance to the Buyer in connection with any requisitions raised by the Land Registry on such application. Promptly after completion of the registration, the Buyer shall provide to the Seller official copies with title plans of the Title Number showing the Buyer registered as the proprietor of the Property.

8.2 **Protecting this Agreement**

The Buyer shall not send this Agreement or any copy of it to the Land Registry and may only protect its right or interest under this Agreement by way of unilateral notice.

8.3 **Evidence of identity for attorneys**

8.3.1 This Clause 8.3 applies where any document (except Land Registry Form DS1 or Form DS3) that has to be registered at the Land Registry is executed by an attorney (the Attorney) for one of the parties and the party executing the document by the Attorney is not represented by the Buyer's Solicitors.

8.3.2 If the Attorney is represented by a conveyancer (which in this Clause 8.3 has the meaning set out in Rule 217 Land Registration Rules 2003), the Seller is to procure that the Seller's Solicitors provide the Buyer's Solicitors with written details of the name, address and reference of the conveyancer acting on behalf of the Attorney or written confirmation that the Seller's Solicitors are acting as the Attorney's conveyancer.

8.3.3 If the Attorney is a conveyancer, on completion the Seller is to procure that the Seller's Solicitors provide the Buyer Solicitors with written details of this fact together with the name, address and reference of the Attorney.

8.3.4 If the Attorney is not a conveyancer and is not represented by a conveyancer, on completion the Seller is to procure that the Seller's Solicitors provide the Buyer's Solicitors with duly completed evidence of identity in respect of the Attorney in Land Registry Form ID1 where the Attorney is an individual or Form ID2 where the Attorney is not an individual.

9 **Termination**

9.1 Without prejudice to Standard Condition 9.2, the termination or rescission of this Agreement shall be without prejudice to any rights or liabilities of the Parties accrued at the date of termination or rescission.

9.2 On termination or rescission of this Agreement, the Buyer shall:

- (a) return all Title Documentation supplied in respect of the Property;

- (b) immediately apply to cancel all registrations made by or on behalf of the Buyer to protect this Agreement and the Buyer's interest in the Property and supply to the Seller's Solicitor certified copies of all such applications;
- (c) irrevocably appoint the Seller as its agent to act at the Buyer's cost, in its name and on its behalf for the purposes of effecting or procuring such cancellations where the Buyer fails to comply with its obligations under Clause 9.2(b).

9.3 This Clause and Clauses 1, 2 and Clause 10 shall survive termination of this Agreement and shall continue to apply after the termination of this Agreement as shall any other Standard Condition or provision which by its nature is intended to survive termination or rescission.

10 **General**

10.1 **Variation and waiver**

10.1.1 No modification or variation of the terms of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the Parties and is in a form that complies with the requirements of the Law of Property (Miscellaneous Provisions) Act 1989.

10.1.2 The rights of each Party under this Agreement:

- (a) may be exercised as often as necessary;
- (b) are cumulative and not exclusive of its rights under the general law; and
- (c) may be waived only in writing and specifically,

and delay in exercising or non-exercise of any such right is not a waiver of that right.

10.2 **Announcements**

Save as may be required by law required by law or by the rules of any stock exchange (and the Buyer hereby acknowledges that the Seller is a subsidiary of Holdings and is subject to the Listing Rules and an announcement will be made by Holdings in accordance with the requirements of the Listing Rules) none of the Parties shall make any statement or public announcement to the media or any other third parties in connection with the purchase and sale of the Property or any matters referred to in this Agreement without prior written consent of the other Parties.

10.3 **Assignment**

The Buyer may not (whether at law or in equity) assign, transfer, grant any security interest over, hold on trust or deal in any other manner with the benefit of the whole or any part of this Agreement nor sub-contract any or all of its obligations under this Agreement nor purport to do any of the same.

10.4 **Third party rights**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

10.5 Joint and several liability

10.5.1 Standard Condition 1.2 is amended by adding the words 'and the representations, warranties, indemnities, undertakings, covenants, agreements given or entered into by them are made, given or entered into jointly and severally and' after the word 'undertake'.

10.5.2 Where the Buyer is more than one person, the Seller may release or compromise the liability of any of those persons under this Agreement, may take action against any one or more those persons or grant time or other indulgence without affecting the liability of any one of them.

10.6 Severance

If any provision of this Agreement is held to be illegal, void, invalid or unenforceable (in whole or in part) by any court or administrative body of competent jurisdiction, that provision shall to that extent be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected.

10.7 Entire agreement

10.7.1 This Agreement, together with any documents that the Parties are to enter into pursuant to it (together the **Contractual Documents**) constitutes the entire agreement and understanding between the Parties relating to its subject matter and supersedes any and all previous agreements, arrangements and understandings (whether written or oral) between the Parties relating to such subject matter.

10.7.2 The Buyer confirms that in entering into the Contractual Documents they do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a party to a Contractual Document or not) other than as are expressly set out in the Contractual Documents or Enquiry Replies.

10.7.3 Nothing in this Clause shall operate to limit or exclude any liability for fraud.

10.7.4 Standard Condition 9.1.1 is varied by the addition of the words 'the Buyer shall have no remedies for any such error or omission unless it was made in this Agreement or in Enquiry Replies, or unless it was fraudulently made and in such cases' after the word 'omission'.

10.8 Notices

10.8.1 Standard Condition 1.3 applies to this Agreement as amended.

10.8.2 The words 'in the English language' shall be added to the end of Standard Condition 1.3.1.

10.8.3 The words 'where delivery of the original document is not essential' shall be deleted from Standard Condition 1.3.3 and Standard Condition 1.3.3(b) shall be replaced by the words '(b) by hand or by pre-paid first class post or recorded delivery to the address given in the Particulars for the relevant Party or as otherwise notified by the relevant Party from time to time.'

10.8.4 The words 'one hour after despatch' in Standard Condition 1.3.7(d) shall be deleted and replaced with the words 'when confirmation of its uninterrupted transmission has been recorded by the sender's fax machine'.

10.8.5 No written notice or other communication served on a Party's Solicitor shall be valid unless it quotes the reference for the recipient Solicitor set out in the Particulars and in the case of a communication sent by fax, it is transmitted to the fax number for the recipient Solicitor given in the Particulars or such other reference or fax number as may have been notified in accordance with the provisions of this Clause.

10.8.6 In Standard Condition 1.3, each occurrence of '4.00 pm' shall be replaced by '5.30 pm'.

10.9 **Counterparts and duplicates**

This Agreement and (unless this Agreement expressly provides otherwise) any other document to be entered into by the Parties pursuant to its terms may be executed (at the Seller's option) as duplicates or in any number of counterparts each of which when executed shall be an original but all the counterparts shall together constitute one and the same instrument.

10.10 **Governing law and jurisdiction**

10.10.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

10.10.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 2: Provisions relating to the Leases

Part 1

1 Definitions

The following definitions apply:

1954 Act means the Landlord and Tenant Act 1954;

Contract Period means the period commencing on the date of this Agreement and ending on and including the Actual Completion Date;

Leases includes, in addition to those matters listed in Standard Condition 1.1.1(i), the documents, details of which appear in Part 2 to Part 3 (inclusive) of this Schedule, any arrangement granting to a third party subsisting rights of use, occupation or enjoyment of the Property together with every document granted under, varying, supplemental or collateral to any of them and any documents the Seller enters into after the date of this Agreement under Paragraph 4 of this Schedule and **Lease** shall be construed accordingly; and

Tenants means the occupiers of the Property under the Leases and **Tenant** shall be construed accordingly.

2 Buyer's indemnity

The Buyer shall indemnify and keep fully and effectively indemnified the Seller against all liability arising or notified to the Seller after the date of this Agreement arising out of the Seller following the Buyer's instructions except where the claim arises from the act or default of the Seller.

3 Tenant's fixtures excluded from sale

Any item that is a Tenant's fixture is excluded from the sale of the Property.

4 General management

4.1 During the Contract Period the Seller shall continue to manage the Property in an efficient and businesslike manner in accordance with its normal management practice and to comply with the landlord covenants in the Leases and Standard Condition 4.2 applies as varied by this Agreement.

4.2 The following wording shall be added at the end of Standard Condition 4.2.6:

"(c) grant or enter into any agreement to grant or surrender any lease, licence or other right to occupy any part of the Property; or

(d) grant any right, easement or licence in relation to the Property; or

(e) commence any forfeiture proceedings."

4.3 In relation to Standard Condition 4.2.6(c) and (d) there shall be excluded any such matters which:

(a) the Seller is contractually obliged to grant or enter into under any agreement arising on or prior to the date of this Agreement and previously disclosed to the Buyer prior to today's date;

(b) the Seller is required to grant or enter into pursuant to a court order;

- (c) are granted pursuant to negotiations current at the date of this Agreement in the form of a draft disclosed to the Buyer prior to today's date, other than amendments of a non material nature.
- 4.4 Consent of the Buyer under Standard Condition 4.2.6 shall not be required for any matters which:
 - (a) the Seller is contractually obliged to grant or enter into pursuant to any agreement arising on or prior to the date of this Agreement;
 - (b) the Seller is required to grant or enter into pursuant to a court order;
 - (c) are granted pursuant to negotiations current at the date of this Agreement in a form of draft disclosed to the Buyer prior to the date of this Agreement (other than amendments of a non-material nature).
- 4.5 Standard Conditions 4.2.4 and 4.2.7 are varied in each case by the substitution of '5 working days' for the period of '10 working days'.

5 **Provision of information**

- 5.1 The Seller shall:
 - (a) during the Contract Period keep the Buyer fully informed of all material matters relating to the management of the Property and the Leases and have due regard to any representations made by the Buyer in relation to the same; and
 - (b) following the date of this Agreement, give the Buyer reasonable access to all documentation relating to the management of the Property and the Leases (the **Management Information**) in its custody or control and at the request and cost of the Buyer, the Seller shall supply to the Buyer copies of the Management Information to the extent not already supplied.
- 5.2 The Buyer shall, in relation to any matters under this Agreement in which the Seller retains an interest after Actual Completion:
 - (a) keep the Seller fully informed of the progress of such matters;
 - (b) provide the Seller with copies of all Management Information in its custody or control to the extent that it relates to such matters; and
 - (c) on the determination or agreement of any matter, promptly give written notice to the Seller.

6 **Management costs**

Where any Tenant is responsible for the payment of the whole or any part of the Seller's costs or those of its professional advisors in respect of any licence or other matter which has not been completed by the Actual Completion Date then:

- (a) within ten working days after the Actual Completion Date, the Seller shall notify the Buyer of the costs incurred up to and including the Actual Completion Date;
- (b) on completion of the relevant matter, the Buyer shall use its reasonable endeavours to recover the costs notified under Paragraph 6(a) and on receipt of those costs, shall pay the sums recovered to the Seller or the Seller's Solicitor.

7 **Release of the Seller**

Standard Condition 4.3 is varied by adding the words 'and the Buyer shall promptly on request, give the Seller all reasonable assistance and information that the Seller reasonably requires in connection with such application' at the end of it.

8 **Apportionments**

Any payment under the Leases received after Actual Completion by one Party but due to the other is to be apportioned in accordance with Clause 7 and paid within ten working days after receipt of cleared funds.

9 **Insurance premiums**

9.1 On the Actual Completion Date, there shall be no apportionment between the Seller and the Buyer of any insurance rents received or receivable from the Tenants under the Leases.

10 **Arrears**

10.1 In this Paragraph **Arrears** means all rent, insurance rent, service charge and other moneys payable by the Tenants under the Leases before the Actual Completion Date but which have not been received by the Seller as cleared funds at least five working days before the Actual Completion Date, whether or not demanded.

10.2 Arrears shall be apportioned in accordance with Clause 7.1 and any monies received in respect of them shall be used to settle the Arrears in the order in which they arose (even if the Tenant exercises its right to appropriate the payment in some other manner). No payment shall be made in respect of the Arrears on the Actual Completion Date.

10.3 When paid or recovered from the Tenants, the Arrears shall be dealt with in the following manner and any necessary payments made in accordance with Clause 7.1:

- (a) arrears of insurance rent payable by the Tenants under the Leases but unpaid at the Actual Completion Date, whether or not demanded shall be paid in full to the Seller;
- (b) arrears of service charge rent payable by the Tenants under the Leases but unpaid at the Actual Completion Date, whether or not demanded, shall belong to the Buyer;
- (c) any other Arrears including any arrears of the annual rent payable by the Tenants under the Leases but unpaid at the Actual Completion Date, whether or not demanded, shall be apportioned between the Seller and Buyer in accordance with Clause 7.1.

10.4 On the Actual Completion Date, the Seller and Buyer shall enter into an assignment in the agreed form, under which the Seller shall assign to the Buyer all rights to the Arrears in respect of those Leases which are new tenancies under the Landlord and Tenant (Covenants) Act 1995.

10.5 To the extent that any Arrears attributable to the Seller remain unpaid:

- (a) the Buyer shall seek to collect the Arrears in the ordinary course of management, including, if reasonably requested by the Seller, taking and diligently prosecuting court proceedings (but not involving forfeiture);

- (b) neither the Buyer nor any person claiming under, through or in trust for it shall:
 - (i) release or agree to release any Tenant, guarantor or other person from liability for payment of the Arrears; nor
 - (ii) commute the rent under or accept a surrender of any Lease under which liability for payment of those Arrears arises;
- (c) the Seller may at any time from the date six months after Actual Completion require the Buyer to assign those Arrears to the Seller, in which case:
 - (i) the Buyer shall promptly execute or procure the execution by its successors in title of a deed of assignment of those Arrears in such terms as the Seller shall reasonably require provided that such assignment shall not entitle the Seller to forfeit any Lease or present any petition for bankruptcy or winding up;
 - (ii) each Party shall bear their own costs of such assignment; and
 - (iii) the Seller's Solicitor shall be entitled to have the counterparts of the Leases on loan for the purpose of taking action to recover any such Arrears.

Part 2: Leases

Premises

Date	Document	Parties
11/04/2005	Lease	Inorbit Enterprises Limited (1) Henchland Limited (2)
11/04/2005	Copy Side Letter	Inorbit Enterprises Limited (1) Henchland Limited (2)
17/10/2012	Lease	Ace Decade Developments Limited (1) Globalkey (UK) Limited (2)
17/10/2012	Licence to Underlet	Ace Decade Developments Limited (1) Globalkey (UK) Limited (2) Ladeh Ibrahim (3)

**Part 3:
Agreements**

Date	Document	Parties
11/04/2005	Agreement for Lease	Inorbit Enterprises Limited (1) Henchland Limited (2)

Schedule 3: Transfer of a Business as a going concern

1 Definitions

In this Schedule the following definitions apply:

Option to Tax means a valid option to tax the Property under either paragraph 2 or paragraph 21 of Schedule 10 to the VAT Act;

Relevant Associate has the meaning given to it by paragraph 3 of the Schedule 10 to the VAT Act;

Relevant Date has the meaning given to it by paragraph 3 of Article 5 of Special Provisions Order;

Relevant Group Member has the meaning given to it by paragraph 21(12) of Schedule 10 to the VAT Act;

Special Provisions Order means the Value Added Tax (Special Provisions) Order 1995;

VAT Act means the Value Added Taxes Act 1994.

2 TOGC

The Parties intend that the transfer of the Property in accordance with the terms of this Agreement shall for VAT purposes constitute the transfer to the Buyer of a business or part of a business as a going concern within the terms of Article 5 of the Special Provisions Order so that the sale is treated as neither a supply of goods nor a supply of services for the purposes of VAT.

3 Seller's obligations

The Seller warrants and undertakes to the Buyer that:

- (a) it is duly registered for VAT under registration number 156 6057 01 and it shall not cause or permit such registration to be cancelled on or before Actual Completion; and
- (b) it or a Relevant Associate or a Relevant Group Member has made an Option to Tax and shall produce to the Buyer a copy of such Option to Tax no later than the Completion Date.

4 Buyer's obligations

4.1 The Buyer warrants and undertakes that:

- (a) it is or will be prior to the Actual Completion Date a taxable person for the purposes of the VAT Act;
- (b) it or a Relevant Associate or a Relevant Group Member has made or will make an Option to Tax with effect on or before the Relevant Date and where paragraph 20 of Schedule 10 to the VAT Act applies has notified HM Revenue & Customs on or before the Relevant Date of such Option to Tax and the Buyer shall produce to the Seller a copy of such Option to Tax and where notification of the Option to Tax is required, evidence of its receipt by HM Revenue & Customs (if available) no later than five working days before the Completion Date;

- (c) it has not revoked and shall not revoke its Option to Tax either before or after Actual Completion and shall not do or omit to do anything which could lead to the Option to Tax being revoked by HM Revenue and Customs;
- (d) on and after Actual Completion it is the Buyer's current intention to use the Property in carrying on the same kind of business, whether or not as part of any existing business, as that carried on by the Seller in relation to that part; and
- (e) the Buyer is purchasing the Property as beneficial owner and not as nominee for any other person or persons.

4.2 The Buyer confirms to and notifies the Seller that paragraph 2B of Article 5 of the Special Provisions Order does not apply to the Buyer.

5 **No TOGC**

If, notwithstanding the provisions referred to in this Schedule 3, HM Revenue & Customs rule in writing that the sale of the Property is not a transfer of the business as a going concern and therefore confirm that VAT is payable on the sale of the Property or part thereof:

- (a) the Seller shall give written notice to the Buyer of that determination within ten working days of being so advised by HM Revenue & Customs together with a valid VAT invoice addressed to the Buyer;
- (b) the Buyer shall pay to the Seller an amount equal to the VAT required to have been paid to HM Revenue & Customs within five working days of receipt of written notice under Paragraph 5(a);
- (c) where such determination is made as a result of a breach of the Buyer's warranties in Paragraph 4, the Buyer shall indemnify the Seller against any interest or penalty assessed by HM Revenue & Customs as a consequence of the Seller's failure to charge VAT on the Price; and
- (d) if the Seller and Buyer successfully appeal against the determination of HM Revenue & Customs or if HM Revenue & Customs determine for any other reason that all or part of the VAT paid pursuant to Paragraph 5(b) was not properly chargeable, the Seller shall, within five working days of its receipt, repay to the Buyer any VAT, interest or other amounts refunded to the Seller by HM Revenue & Customs and referable to the amount taken to be VAT charged in respect of the transfer of the Property pursuant to this Agreement.

Execution page

Contract for the Sale of Land

This document has been entered into by the Parties or their duly authorised representatives on the date set out at the beginning of this document.


Signed by)
)
duly authorised for and on behalf of)
Ace Decade Developments Limited)

sign here: _____
[title of authorised signatory]

print name: _____

Signed by

duly authorised for and on behalf of
Bayswater Road (122) Limited

)
)
)
)
)
 

sign here: _____
[title of authorised signatory] **Bernard S. Swain**
Jane Stammers **Director**
Director

print name: _____

Ref: GPT/1407353

Office details: The St Botolph Building, 138 Houndsditch, London EC3A 7AR, Tel: 020 7876 5000, Fax: 020 7876 5111, DX: 160030 Lime Street 5.

Clyde & Co LLP: registered in England and Wales No. OC326539. Registered Office: The St Botolph Building, 138 Houndsditch, London EC3A 7AR.

Appendix A: Form of Transfer

Appendix B: Assignment of Arrears

Ace Decade Developments Limited
Seller

and

Bayswater Road (122) Limited
Buyer

Contract for the sale of land
in respect of
119-122 Bayswater Road, London W2 3JH

Contract treated as exchanged on: 15 April 2014 at 5.37 am/pm
Law Society Formula B (as varied)
For and on behalf of Buyer/Seller: *Harris / Taylor*

Particulars

Date:	15 April 2014
Seller:	Ace Decade Developments Limited (registered in England and Wales No.8164833) whose registered office is at The St Botolph Building, 138 Houndsditch, London EC3A 7AR
Buyer:	Bayswater Road (122) Limited (registered in Jersey No. 115499) whose registered office is at 47 Esplanade, St Helier, Jersey JE1 0BD.
Guarantor:	None
Property:	The freehold property known as 119-122 Bayswater Road, London W2 3JH and registered at the Land Registry under the Title Number
Leases	The documents described in Schedule 2
Title Number	LN62008, 272756 and 436171
Deposit:	£3,900,000
Price:	£39,000,000 (referred to as the purchase price in the Standard Conditions).
Completion Date:	16 June 2014
Contract Rate:	The higher of: (a) 3% per annum above the National Westminster Bank Plc base rate from time to time in force; and (b) 4%, as well after as before judgment which rate shall also be the contract rate referred to in the Standard Conditions
Buyer's Solicitor:	Mishcon de Reya of Summit House, 12 Red Lion Square, London WC1R 4QD fax number 020 7404 5982 (ref: RJT/36442.8)
Seller's Solicitor:	Clyde & Co LLP of The St Botolph Building, 138 Houndsditch, London EC3A 7AR fax number 020 7876 5111 (ref: GPT/1407353).

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Agreement

Dated 15 April 2014

Between the parties specified in the Particulars.

It is agreed as follows:

1 Definitions and interpretation

1.1 Definitions

In this Agreement, unless the context otherwise requires, the following definitions apply:

Account means the Seller's Solicitor's client account number 13569732 at National Westminster Bank plc, City of London Office, PO Box 12258, 1 Princes Street, London EC2R 8PA (sort code 60-00-01) or such other account in England and Wales as the Seller's Solicitor may specify;

Actual Completion means completion of the sale of the Property, whether or not it takes place on the Completion Date (referred to in the Standard Conditions as **actual completion** or the **date of actual completion**) and **Actual Completion Date** shall be interpreted accordingly;

Authority means any statutory, public, local or other competent authority or a court of competent jurisdiction;

Business Day means a day (other than a Saturday, a Sunday or a public holiday) when banks in London and Jersey are open for business;

Encumbrances means (to the extent that such are still subsisting and capable of being enforced) the encumbrances, documents and matters affecting the Property listed in Schedule 1 including all matters mentioned, contained or referred to in them;

Enquiry Replies means written replies made by the Seller's Solicitor in reply to written questions or enquiries made by the Buyer's Solicitor in relation to the Property;

Holdings means Richfield Group Holdings Limited (Stock Code: 183), a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Main Board of the Stock Exchange of Hong Kong Limited and an indirect holding company of the Seller;

Holdings Shareholders means the holders of the ordinary shares of HK\$0.01 each in the share capital of the Holdings;

Legislation means statute, statutory instrument, statutory guidance, treaty, regulation, directive, byelaw, code of practice, guidance note, circular and common law for the time being in force;

Particulars means the particulars at the front of this Agreement;

Party means a party to this Agreement and **Parties** means more than one Party;

Planning Acts means any Legislation relating to town and country planning;

Standard Conditions means the Standard Commercial Property Conditions (Second Edition) and any reference to a **Standard Condition** shall be construed

accordingly and have the same meaning as the expression **condition** in those conditions;

Title Documentation means copies of the Land Registry entries, the Leases and other copy documents (as appropriate) in respect of the Property;

Transfer means the deed of transfer of the Property to the Buyer in the agreed form;

Undertakings means the duly executed undertakings from each of Richfield (Holdings) Limited and Pong Wai San Wilson in the agreed form pursuant to which Richfield (Holdings) Limited and Pong Wai San Wilson undertake to vote in favour of the transaction contemplated under the terms of this Agreement to satisfy the Condition (as defined in Clause 3.1.1); and

VAT means value added tax as provided for in the Value Added Taxes Act 1994 and any tax similar or equivalent to value added tax or performing a similar fiscal function.

1.2 Interpretation

In this Agreement (except where the context otherwise requires):

- (a) any phrase introduced by the terms **including, include, in particular** or any similar expression shall be construed as being by way of illustration or emphasis only and shall not limit the generality of the preceding words;
- (b) reference to **Legislation** is reference to it as it is in force for the time being taking account of any amendment, extension, re-enactment or replacement and includes any subordinate legislation (within the meaning of section 21(1) of the Interpretation Act 1978) for the time being made under it;
- (c) any reference to a document being **in the agreed form** means a document in the form agreed by the Parties to it and annexed to this Agreement, with such alterations (if any) as may subsequently be agreed in writing by or on behalf of such Parties;
- (d) reference to **liabilities** are to all liabilities of any nature whatsoever including actual or contingent liabilities, claims, demands, actions, proceedings, damages, losses, penalties, costs, fees and expenses; **liability** shall be construed accordingly and such interpretation is to be given in any document using such terms entered into pursuant to this Agreement;
- (e) references to Clauses and Schedules are to clauses of and Schedules to this Agreement, and references to Paragraphs are references to Paragraphs of the Schedule in which the reference appears; and
- (f) the table of contents and headings are for ease of reference only and shall not affect the construction of this Agreement.

1.3 Other

1.3.1 References to **this Agreement** includes the Particulars and Schedules that form part of it and which have effect as if set out in full in the body of this Agreement.

1.3.2 **Guarantor** means the person named as guarantor (if any) in the Particulars.

1.3.3 The expression **Solicitor** in this Agreement shall have the same meaning as given to the expression **conveyancer** in the Standard Conditions.

- 1.3.4 The expressions contained in the Particulars have the meanings set opposite them.
- 1.3.5 Any obligation on the Parties to do something includes an obligation to procure that it be done and any obligation not to do something includes an obligation not to suffer or permit such thing to be done and to take all necessary action to prevent the same.
- 1.3.6 References to **written notice** are to written notice (including faxes but not email) given by a Party to any other Party in accordance with Clause 10.8;

1.4 **Standard Conditions**

- 1.4.1 Part 1 of the Standard Conditions are incorporated into this Agreement so far as they:
- (a) apply to a sale by private treaty;
 - (b) relate to the tenure of the Property;
 - (c) are not inconsistent with the other clauses in this Agreement; and
 - (d) have not been modified or excluded by this Agreement.
- 1.4.2 Part 2 of the Standard Conditions are not incorporated into this Agreement.
- 1.4.3 Standard Conditions 1.3.3(b), 1.3.5(a), 1.3.5(c) and 1.3.7(e), 1.4, 3.1.3, 3.3, 6.1 to 6.3 (inclusive) 6.4.2, 6.6.2, 7.1.4(b), 8.3.2, 8.3.6 to 8.3.8 (inclusive), 9.3 and 10.3 do not apply to this Agreement.
- 1.4.4 Standard Condition 1.1.1(a)(ii) is varied by the deletion of the words 'at interest on seven days notice of withdrawal' and the substitution of the word 'overnight' in their place.
- 1.4.5 In the Standard Conditions reference to **the contract** shall be reference to this Agreement.
- 1.4.6 The expression **working day** in this Agreement shall have the same meaning as in the Standard Conditions.
- 1.5 **Incorporation of Schedules**
- The provisions of the Schedules apply to this Agreement.

2 **Payments and interest**

2.1 **Payments**

- 2.1.1 All money payable by direct credit pursuant to this Agreement is to be paid to the Account or as the Seller's Solicitor reasonably directs.
- 2.1.2 Unless this Agreement expressly provides otherwise, all amounts due from the Buyer under this Agreement shall be paid in full without any deduction or withholding other than as required by law and the Buyer shall not be entitled to assert any credit, set-off or counterclaim against the Seller in order to justify withholding payment of any such amount in whole or in part.
- 2.1.3 Where either Party is required to pay, refund or reimburse the other Party for costs incurred by it, it shall do so on a full indemnity basis.

2.2 **Interest**

If the Buyer defaults in the payment when due of any sum payable by it under this Agreement (whether determined by agreement or pursuant to an order of a court or otherwise) interest at the Contract Rate shall be payable by the Buyer on such sum from the date when such payment is due until the date of actual payment in cleared funds (as well after as before judgment). Such interest shall accrue from day to day and be compounded quarterly.

2.3 **Deposit**

Standard Condition 2.2.1 is varied by the deletion of the words 'deposit of 10 per cent of the purchase price' and the substitution of the word 'Deposit' in their place.

2.4 **Payment of VAT and VAT invoice**

2.4.1 An obligation to pay money includes an obligation to pay any VAT chargeable in respect of that payment and all sums made payable by this Agreement are exclusive of VAT, but subject to receipt of a valid and appropriate VAT invoice.

2.4.2 Where the Buyer is required to pay, refund or reimburse the Seller for the costs of any supplies made to it, the Buyer shall also indemnify the Seller against all liability to VAT in respect of such supply.

3 **Sale and purchase**

3.1 **Agreement for sale**

3.1.1 Subject to the Seller obtaining the necessary approval(s) from the Holdings Shareholders to approve this Agreement and the transactions contemplated hereunder in accordance with the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (**the Listing Rules**) and the applicable laws and regulations under the laws of Hong Kong (**the Condition**), the Seller shall sell and the Buyer shall buy the Property for the Price on the terms of this Agreement.

3.1.2 The Seller shall, within seven Business Days of the date of this Agreement, deliver to the Buyer certified copies of the Undertakings.

3.1.3 The Seller shall use its best endeavours to satisfy the Condition as soon as reasonably practicable and shall keep the Buyer fully informed of progress in satisfying the Condition. The Seller shall notify the Buyer as soon as it becomes aware that the Condition has been satisfied or has become incapable of satisfaction and produce to the Buyer any documentation that may be reasonably required to evidence that.

3.1.4 If the Condition has not been satisfied at or before noon on the date being five Business Days prior to the Completion Date then either the Seller or the Buyer may serve written notice upon the other and upon service of such written notice, save to the extent provided in Clause 9.3, this Agreement shall terminate and the Seller shall immediately return the Deposit together with accrued interest to the Buyer provided that no such notice may be served by any Party in breach of its obligations under this Agreement or once the Condition has been satisfied.

3.1.5 The Buyer hereby irrevocably warrants and confirms that it and its ultimate beneficial owner(s) are independent of, and not connected with and not acting in concert (as defined in the Hong Kong Code on Takeovers and Mergers) with Holdings and any of the directors, chief executive or substantial shareholders of Holdings or its subsidiaries or any of their respective associates (as defined in the Listing Rules). The Buyer hereby further warrants and confirms that it and its ultimate beneficial owner(s) are not financed or backed directly or indirectly by

Holdings, any of the directors, chief executive or substantial shareholders of Holdings or its subsidiaries or any of their respective associates (as defined in the Listing Rules).

3.2 **Transfer**

3.2.1 The Buyer cannot require the Seller to transfer the Property in parts or by more than one transfer.

3.2.2 The Buyer may elect for the transfer of the Property to be made to an entity other than the Buyer provided that:

- (a) the transfer is at the Price;
- (b) the transferee is an independent third party from the Seller and its beneficial owners and the connected persons of Holdings (as defined under the Listing Rules); and
- (c) the Buyer gives the Seller written notification of the identity of the transferee no later than fifteen Business Days prior to the Completion Date.

3.3 **Vacant possession**

3.3.1 The Property is sold subject to and with the benefit of the rights of occupation created by the Leases but otherwise with vacant possession on Actual Completion.

3.3.2 The Buyer shall not object to any rubbish or other loose items in or around the Property which do not materially adversely affect the Buyer's reasonable beneficial enjoyment of the Property and the words 'unless the Seller is building or converting it' shall be deleted from Standard Condition 3.2.1.

4 **Title**

4.1 **Proof of title**

Title to the Property has been deduced to the Buyer's Solicitor before the date of this Agreement and the Buyer shall buy the Property with full knowledge of the title to the Property as set out in:

- (a) the Title Documentation; and
- (b) Clause 4.3.1 (including all matters arising in connection with the Planning Acts),

and no enquiry, requisition or claim shall be raised by the Buyer.

4.2 **Title guarantee**

The Seller shall transfer the Property with full title guarantee.

4.3 **Matters affecting the Property**

4.3.1 In addition to the matters listed in Standard Condition 3.1.2, the Property is sold subject to and where applicable with the benefit of the Encumbrances.

4.3.2 In Standard Condition 3.1.2(c) the words 'and could not reasonably' shall be deleted and the words 'even if discovered before completion' shall be added at the end of the Standard Condition.

4.3.3 The following shall be added to the end of Standard Condition 3.1.2:

- (f) all outgoings, consents, easements and liabilities affecting the Property;
- (g) any matters arising by virtue of any Legislation;
- (h) any unregistered interests falling within any of the paragraphs of Schedule 1 or Schedule 3 of the Land Registration Act 2002 and any interests falling within section 11(4)(c) of that Act; and
- (i) such unregistered interests as may affect the Property to the extent and for so long as they are preserved by the transitional provisions of Schedule 12 of the Land Registration Act 2002.

4.3.4 The Seller shall not at any time, on or after the date of this Agreement, either by its own actions or by the actions of anyone on its behalf:

- (a) encumber the Property, whether by the creation of any legal interest or the creation or imposition of any agreement, obligations, restriction or condition including any planning obligation, planning agreement, condition in any planning permission or otherwise; nor
- (b) apply for planning permission or other planning consent relating to or affecting the Property.

4.4 Acknowledgements and requisitions

4.4.1 The Buyer confirms that it has:

- (a) been provided with all information necessary to assess the state and condition of the Property;
- (b) had full opportunity to enter the Property to conduct such surveys and investigations as the Buyer wished; and
- (c) formed its own view as to the condition and suitability of the Property for the Buyer's purposes.

4.4.2 The Buyer shall not raise any enquiry, requisition or claim nor refuse to complete in respect of:

- (a) any of the matters referred to in Standard Condition 3.1.2 or Clause 4.3; and
- (b) the state of repair or condition of the Property or the compliance or non-compliance of the Property with any Legislation;

4.4.3 Clauses 4.1 and 4.4.2 shall not prevent the Buyer raising an enquiry of the Seller's Solicitor in respect of matters not disclosed to the Buyer before the date of this Agreement which are revealed by final searches in respect of the Property at the Land Registry.

5 Insurance and risk

5.1 Seller's insurance obligations

5.1.1 The Seller is to maintain in force the insurance of the Property in accordance with its obligations as landlord under the Leases until Actual Completion (unless it is maintained by a tenant, mortgagee or other third party, or the consent of the insurer is required to cover the interest of a contractual purchaser and it is unlawfully withheld). Standard Condition 7.1.2 applies but:

- (a) the Seller is not responsible to the Buyer for any deficiency in the amount insured or inadequacy of the risks covered;
- (b) Standard Condition 7.1.2(b) is amended by adding the words 'but if the insurance cover for a contractual purchaser under the policy of the Seller does not extend to loss of rent cover, the Seller is under no obligation to arrange for it to do so' at the end of that Standard Condition;
- (c) Standard Condition 7.1.2(d) does not apply if the interest in the Property of a contractual purchaser is covered by the terms of the policy;
- (d) Standard Condition 7.1.2(f) is amended by adding the words '(including any monies payable in respect of loss of rent, apportioned in accordance with Standard Condition 8.3.4)' after the words 'policy moneys' in Standard Condition 7.1.1(f)(i) and by adding the words 'If this contract is rescinded or otherwise determines, the trust created by this Condition shall also cease and the Seller shall be solely entitled to the policy moneys.' at the end of it; and
- (e) Standard Condition 7.1.3 is amended by replacing the words 'is entitled to recover' with the words 'has recovered'.

5.1.2 The Seller is to pay any refund of premium it receives to the relevant tenant in proportion to the premium that the tenant paid to the Seller in advance and Standard Condition 7.1.2(g)(ii) does not apply.

5.1.3 The Buyer acknowledges that the Seller has made no representation and gives no warranty either as to the adequacy of the terms of the policy or the amount of the sums insured by it or that the terms of the policy comply with the requirements of the Leases.

5.2 **Damage to Property between exchange and completion**

The risk of damage or destruction of the Property now passes to the Buyer and damage to, destruction of, or deterioration in the condition of:

- (a) the whole or any part of the Property;
- (b) access to the Property; or
- (c) any services to the Property;

however caused, shall not entitle the Buyer to refuse to complete or delay completion provided that the insurance policy is not vitiated due to any act or default of the Seller.

6 **Completion**

6.1 **Time for Completion**

6.1.1 Completion shall take place on the Completion Date when all apportionments and other moneys due shall be paid by direct credit.

6.1.2 Standard Condition 8.1.2 is varied by the addition of the words 'the Seller's Solicitor's bank confirms that' after the word 'if'.

6.1.3 Standard Condition 8.4 is varied by the substitution of the words 'any sum payable under Clause 6.3.1(b) or Clause 6.3.1(c)' for the words 'any compensation to be paid under condition 9.3' at Standard Condition 8.4(b) and is also amended to add

'(d) any other sum that the Parties agree under the terms of the contract should be paid or allowed on completion'.

6.1.4 The words 'or if the Seller produces reasonable evidence that this is the case (which can be dealt with by solicitor's undertakings)' shall be added to the end of Standard Condition 1.1.3(b).

6.2 Documents to be delivered on Completion

6.2.1 On the Actual Completion Date, each Party shall deliver to the other's Solicitor:

- (a) an executed duplicate Transfer;
- (b) executed duplicates or counterparts of any other documents that this Agreement requires a Party to enter into on or before the Actual Completion Date; and
- (c) any other documents that this Agreement requires a Party to deliver to any other Party on or before the Actual Completion Date (to the extent not already provided).

6.2.2 In respect of any document that is to be entered into after Actual Completion, the Parties shall deliver their part to the other's Solicitor within ten working days of completion of that document.

6.3 Late Completion

6.3.1 If Actual Completion occurs after the Completion Date and this is not due to the act or default of the Seller, then (without prejudice to any other rights of the Seller):

- (a) if the amount of the Deposit is less than 10 per cent of the Price, the Buyer shall immediately pay to the Seller's Solicitors a further deposit equal to the balance of that 10 per cent;
- (b) the Buyer shall reimburse the Seller for any proper costs (including legal costs) which the Seller incurs on or after the Completion Date relating to any steps which it takes to enforce or complete this Agreement (including any incurred in preparing and serving any notice to complete and recalculating the completion statement); and
- (c) the Seller shall in every case be entitled in respect of the same period of time both to be paid interest pursuant to Clause 2.2 and to enjoy income from the Property.

6.3.2 For the purpose of Standard Condition 9.5.1 the Buyer shall have failed to complete in accordance with a notice to complete if the money due on completion is not received by 2.00pm on the day on which the notice to complete expires.

6.3.3 Standard Condition 9.6.3 is varied by the addition of the words 'but shall have no claim for damages for any loss of bargain or consequential loss' at the end of it.

7 Apportionments

7.1 Apportionments of income and outgoings are to be made in accordance with Standard Conditions 8.3.1 and 8.3.3 to 8.3.5 (inclusive) as varied by this Agreement.

7.2 Save as otherwise provided in this Agreement, income and outgoings in respect of the Property shall be apportioned from the Actual Completion Date (referred to in this Clause and the Standard Conditions as the **apportionment day**).

7.3 Standard Condition 8.3.5 is varied by deleting the words 'subject to Condition 8.3.8,' and inserting the words 'within five working days after the amount is known' after the words 'the other party'.

8 **Registration matters**

8.1 **Registration of Transfer**

As soon as reasonably practicable after Actual Completion, the Buyer shall procure registration at the Land Registry of the Transfer and the Seller shall (but at the cost of the Buyer) provide all reasonable assistance to the Buyer in connection with any requisitions raised by the Land Registry on such application. Promptly after completion of the registration, the Buyer shall provide to the Seller official copies with title plans of the Title Number showing the Buyer registered as the proprietor of the Property.

8.2 **Protecting this Agreement**

The Buyer shall not send this Agreement or any copy of it to the Land Registry and may only protect its right or interest under this Agreement by way of unilateral notice.

8.3 **Evidence of identity for attorneys**

8.3.1 This Clause 8.3 applies where any document (except Land Registry Form DS1 or Form DS3) that has to be registered at the Land Registry is executed by an attorney (the Attorney) for one of the parties and the party executing the document by the Attorney is not represented by the Buyer's Solicitors.

8.3.2 If the Attorney is represented by a conveyancer (which in this Clause 8.3 has the meaning set out in Rule 217 Land Registration Rules 2003), the Seller is to procure that the Seller's Solicitors provide the Buyer's Solicitors with written details of the name, address and reference of the conveyancer acting on behalf of the Attorney or written confirmation that the Seller's Solicitors are acting as the Attorney's conveyancer.

8.3.3 If the Attorney is a conveyancer, on completion the Seller is to procure that the Seller's Solicitors provide the Buyer Solicitors with written details of this fact together with the name, address and reference of the Attorney.

8.3.4 If the Attorney is not a conveyancer and is not represented by a conveyancer, on completion the Seller is to procure that the Seller's Solicitors provide the Buyer's Solicitors with duly completed evidence of identity in respect of the Attorney in Land Registry Form ID1 where the Attorney is an individual or Form ID2 where the Attorney is not an individual.

9 **Termination**

9.1 Without prejudice to Standard Condition 9.2, the termination or rescission of this Agreement shall be without prejudice to any rights or liabilities of the Parties accrued at the date of termination or rescission.

9.2 On termination or rescission of this Agreement, the Buyer shall:

(a) return all Title Documentation supplied in respect of the Property;

- (b) immediately apply to cancel all registrations made by or on behalf of the Buyer to protect this Agreement and the Buyer's interest in the Property and supply to the Seller's Solicitor certified copies of all such applications;
- (c) irrevocably appoint the Seller as its agent to act at the Buyer's cost, in its name and on its behalf for the purposes of effecting or procuring such cancellations where the Buyer fails to comply with its obligations under Clause 9.2(b).

9.3 This Clause and Clauses 1, 2 and Clause 10 shall survive termination of this Agreement and shall continue to apply after the termination of this Agreement as shall any other Standard Condition or provision which by its nature is intended to survive termination or rescission.

10 **General**

10.1 **Variation and waiver**

10.1.1 No modification or variation of the terms of this Agreement shall be effective unless it is in writing and signed by or on behalf of each of the Parties and is in a form that complies with the requirements of the Law of Property (Miscellaneous Provisions) Act 1989.

10.1.2 The rights of each Party under this Agreement:

- (a) may be exercised as often as necessary;
- (b) are cumulative and not exclusive of its rights under the general law; and
- (c) may be waived only in writing and specifically,

and delay in exercising or non-exercise of any such right is not a waiver of that right.

10.2 **Announcements**

Save as may be required by law required by law or by the rules of any stock exchange (and the Buyer hereby acknowledges that the Seller is a subsidiary of Holdings and is subject to the Listing Rules and an announcement will be made by Holdings in accordance with the requirements of the Listing Rules) none of the Parties shall make any statement or public announcement to the media or any other third parties in connection with the purchase and sale of the Property or any matters referred to in this Agreement without prior written consent of the other Parties.

10.3 **Assignment**

The Buyer may not (whether at law or in equity) assign, transfer, grant any security interest over, hold on trust or deal in any other manner with the benefit of the whole or any part of this Agreement nor sub-contract any or all of its obligations under this Agreement nor purport to do any of the same.

10.4 **Third party rights**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

10.5 Joint and several liability

- 10.5.1 Standard Condition 1.2 is amended by adding the words 'and the representations, warranties, indemnities, undertakings, covenants, agreements given or entered into by them are made, given or entered into jointly and severally and' after the word 'undertake'.
- 10.5.2 Where the Buyer is more than one person, the Seller may release or compromise the liability of any of those persons under this Agreement, may take action against any one or more those persons or grant time or other indulgence without affecting the liability of any one of them.

10.6 Severance

If any provision of this Agreement is held to be illegal, void, invalid or unenforceable (in whole or in part) by any court or administrative body of competent jurisdiction, that provision shall to that extent be deemed not to form part of this Agreement but the enforceability of the remainder of this Agreement shall not be affected.

10.7 Entire agreement

- 10.7.1 This Agreement, together with any documents that the Parties are to enter into pursuant to it (together the **Contractual Documents**) constitutes the entire agreement and understanding between the Parties relating to its subject matter and supersedes any and all previous agreements, arrangements and understandings (whether written or oral) between the Parties relating to such subject matter.
- 10.7.2 The Buyer confirms that in entering into the Contractual Documents they do not rely on, and shall have no remedy in respect of, any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether a party to a Contractual Document or not) other than as are expressly set out in the Contractual Documents or Enquiry Replies.
- 10.7.3 Nothing in this Clause shall operate to limit or exclude any liability for fraud.
- 10.7.4 Standard Condition 9.1.1 is varied by the addition of the words 'the Buyer shall have no remedies for any such error or omission unless it was made in this Agreement or in Enquiry Replies, or unless it was fraudulently made and in such cases' after the word 'omission'.

10.8 Notices

- 10.8.1 Standard Condition 1.3 applies to this Agreement as amended.
- 10.8.2 The words 'in the English language' shall be added to the end of Standard Condition 1.3.1.
- 10.8.3 The words 'where delivery of the original document is not essential' shall be deleted from Standard Condition 1.3.3 and Standard Condition 1.3.3(b) shall be replaced by the words '(b) by hand or by pre-paid first class post or recorded delivery to the address given in the Particulars for the relevant Party or as otherwise notified by the relevant Party from time to time.'
- 10.8.4 The words 'one hour after despatch' in Standard Condition 1.3.7(d) shall be deleted and replaced with the words 'when confirmation of its uninterrupted transmission has been recorded by the sender's fax machine'.

10.8.5 No written notice or other communication served on a Party's Solicitor shall be valid unless it quotes the reference for the recipient Solicitor set out in the Particulars and in the case of a communication sent by fax, it is transmitted to the fax number for the recipient Solicitor given in the Particulars or such other reference or fax number as may have been notified in accordance with the provisions of this Clause.

10.8.6 In Standard Condition 1.3, each occurrence of '4.00 pm' shall be replaced by '5.30 pm'.

10.9 Counterparts and duplicates

This Agreement and (unless this Agreement expressly provides otherwise) any other document to be entered into by the Parties pursuant to its terms may be executed (at the Seller's option) as duplicates or in any number of counterparts each of which when executed shall be an original but all the counterparts shall together constitute one and the same instrument.

10.10 Governing law and jurisdiction

10.10.1 This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

10.10.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1: The Encumbrances

Part 1

- 1 The documents mentioned, contained or referred to in the property, proprietorship and charges register of the Title Number (other than the financial charges in favour of the Seller's mortgagees).
- 2 The Leases (as such term is defined in Schedule 2). and
- 3 The other documents listed in Part 2 of this Schedule.

Part 2

Date	Document	Parties
28/03/2012	Section 106 Agreement	Orchadia Limited (1) Barclays Bank Plc (2) The Lord Mayor and Citizens of Westminster (3)
27/03/2014	Deed of Variation re Section 106 Agreement	Ace Decade Developments Limited (1) The Lord Mayor and Citizens of the City of Westminster (2)

Schedule 2: Provisions relating to the Leases

Part 1

1 Definitions

The following definitions apply:

1954 Act means the Landlord and Tenant Act 1954;

Contract Period means the period commencing on the date of this Agreement and ending on and including the Actual Completion Date;

Leases includes, in addition to those matters listed in Standard Condition 1.1.1(i), the documents, details of which appear in Part 2 to Part 3 (inclusive) of this Schedule, any arrangement granting to a third party subsisting rights of use, occupation or enjoyment of the Property together with every document granted under, varying, supplemental or collateral to any of them and any documents the Seller enters into after the date of this Agreement under Paragraph 4 of this Schedule and **Lease** shall be construed accordingly; and

Tenants means the occupiers of the Property under the Leases and **Tenant** shall be construed accordingly.

2 Buyer's indemnity

The Buyer shall indemnify and keep fully and effectively indemnified the Seller against all liability arising or notified to the Seller after the date of this Agreement arising out of the Seller following the Buyer's instructions except where the claim arises from the act or default of the Seller.

3 Tenant's fixtures excluded from sale

Any item that is a Tenant's fixture is excluded from the sale of the Property.

4 General management

4.1 During the Contract Period the Seller shall continue to manage the Property in an efficient and businesslike manner in accordance with its normal management practice and to comply with the landlord covenants in the Leases and Standard Condition 4.2 applies as varied by this Agreement.

4.2 The following wording shall be added at the end of Standard Condition 4.2.6:

- "(c) grant or enter into any agreement to grant or surrender any lease, licence or other right to occupy any part of the Property; or
- (d) grant any right, easement or licence in relation to the Property; or
- (e) commence any forfeiture proceedings."

4.3 In relation to Standard Condition 4.2.6(c) and (d) there shall be excluded any such matters which:

- (a) the Seller is contractually obliged to grant or enter into under any agreement arising on or prior to the date of this Agreement and previously disclosed to the Buyer prior to today's date;
- (b) the Seller is required to grant or enter into pursuant to a court order;

- (c) are granted pursuant to negotiations current at the date of this Agreement in the form of a draft disclosed to the Buyer prior to today's date, other than amendments of a non material nature.

4.4 Consent of the Buyer under Standard Condition 4.2.6 shall not be required for any matters which:

- (a) the Seller is contractually obliged to grant or enter into pursuant to any agreement arising on or prior to the date of this Agreement;
- (b) the Seller is required to grant or enter into pursuant to a court order;
- (c) are granted pursuant to negotiations current at the date of this Agreement in a form of draft disclosed to the Buyer prior to the date of this Agreement (other than amendments of a non-material nature).

4.5 Standard Conditions 4.2.4 and 4.2.7 are varied in each case by the substitution of '5 working days' for the period of '10 working days'

5 **Provision of information**

5.1 The Seller shall:

- (a) during the Contract Period keep the Buyer fully informed of all material matters relating to the management of the Property and the Leases and have due regard to any representations made by the Buyer in relation to the same; and
- (b) following the date of this Agreement, give the Buyer reasonable access to all documentation relating to the management of the Property and the Leases (the **Management Information**) in its custody or control and at the request and cost of the Buyer, the Seller shall supply to the Buyer copies of the Management Information to the extent not already supplied.

5.2 The Buyer shall, in relation to any matters under this Agreement in which the Seller retains an interest after Actual Completion:

- (a) keep the Seller fully informed of the progress of such matters;
- (b) provide the Seller with copies of all Management Information in its custody or control to the extent that it relates to such matters; and
- (c) on the determination or agreement of any matter, promptly give written notice to the Seller.

6 **Management costs**

Where any Tenant is responsible for the payment of the whole or any part of the Seller's costs or those of its professional advisors in respect of any licence or other matter which has not been completed by the Actual Completion Date then:

- (a) within ten working days after the Actual Completion Date, the Seller shall notify the Buyer of the costs incurred up to and including the Actual Completion Date;
- (b) on completion of the relevant matter, the Buyer shall use its reasonable endeavours to recover the costs notified under Paragraph 6(a) and on receipt of those costs, shall pay the sums recovered to the Seller or the Seller's Solicitor.

7 **Release of the Seller**

Standard Condition 4.3 is varied by adding the words 'and the Buyer shall promptly on request, give the Seller all reasonable assistance and information that the Seller reasonably requires in connection with such application' at the end of it.

8 **Apportionments**

Any payment under the Leases received after Actual Completion by one Party but due to the other is to be apportioned in accordance with Clause 7 and paid within ten working days after receipt of cleared funds.

9 **Insurance premiums**

9.1 On the Actual Completion Date, there shall be no apportionment between the Seller and the Buyer of any insurance rents received or receivable from the Tenants under the Leases.

10 **Arrears**

10.1 In this Paragraph **Arrears** means all rent, insurance rent, service charge and other moneys payable by the Tenants under the Leases before the Actual Completion Date but which have not been received by the Seller as cleared funds at least five working days before the Actual Completion Date, whether or not demanded.

10.2 Arrears shall be apportioned in accordance with Clause 7.1 and any monies received in respect of them shall be used to settle the Arrears in the order in which they arose (even if the Tenant exercises its right to appropriate the payment in some other manner). No payment shall be made in respect of the Arrears on the Actual Completion Date.

10.3 When paid or recovered from the Tenants, the Arrears shall be dealt with in the following manner and any necessary payments made in accordance with Clause 7.1:

(a) arrears of insurance rent payable by the Tenants under the Leases but unpaid at the Actual Completion Date, whether or not demanded shall be paid in full to the Seller;

(b) arrears of service charge rent payable by the Tenants under the Leases but unpaid at the Actual Completion Date, whether or not demanded, shall belong to the Buyer;

(c) any other Arrears including any arrears of the annual rent payable by the Tenants under the Leases but unpaid at the Actual Completion Date, whether or not demanded, shall be apportioned between the Seller and Buyer in accordance with Clause 7.1.

10.4 On the Actual Completion Date, the Seller and Buyer shall enter into an assignment in the agreed form, under which the Seller shall assign to the Buyer all rights to the Arrears in respect of those Leases which are new tenancies under the Landlord and Tenant (Covenants) Act 1995.

10.5 To the extent that any Arrears attributable to the Seller remain unpaid:

(a) the Buyer shall seek to collect the Arrears in the ordinary course of management, including, if reasonably requested by the Seller, taking and diligently prosecuting court proceedings (but not involving forfeiture);

- (b) neither the Buyer nor any person claiming under, through or in trust for it shall:
 - (i) release or agree to release any Tenant, guarantor or other person from liability for payment of the Arrears; nor
 - (ii) commute the rent under or accept a surrender of any Lease under which liability for payment of those Arrears arises;
- (c) the Seller may at any time from the date six months after Actual Completion require the Buyer to assign those Arrears to the Seller, in which case:
 - (i) the Buyer shall promptly execute or procure the execution by its successors in title of a deed of assignment of those Arrears in such terms as the Seller shall reasonably require provided that such assignment shall not entitle the Seller to forfeit any Lease or present any petition for bankruptcy or winding up;
 - (ii) each Party shall bear their own costs of such assignment; and
 - (iii) the Seller's Solicitor shall be entitled to have the counterparts of the Leases on loan for the purpose of taking action to recover any such Arrears.

Part 2: Leases

Premises

Date	Document	Parties
11/04/2005	Lease	Inorbit Enterprises Limited (1) Henchland Limited (2)
11/04/2005	Copy Side Letter	Inorbit Enterprises Limited (1) Henchland Limited (2)
17/10/2012	Lease	Ace Decade Developments Limited (1) Globalkey (UK) Limited (2)
17/10/2012	Licence to Underlet	Ace Decade Developments Limited (1) Globalkey (UK) Limited (2) Ladeh Ibrahim (3)

**Part 3:
Agreements**

Date	Document	Parties
11/04/2005	Agreement for Lease	Inorbit Enterprises Limited (1) Henchland Limited (2)

Schedule 3: Transfer of a Business as a going concern

1 Definitions

In this Schedule the following definitions apply:

Option to Tax means a valid option to tax the Property under either paragraph 2 or paragraph 21 of Schedule 10 to the VAT Act;

Relevant Associate has the meaning given to it by paragraph 3 of the Schedule 10 to the VAT Act;

Relevant Date has the meaning given to it by paragraph 3 of Article 5 of Special Provisions Order;

Relevant Group Member has the meaning given to it by paragraph 21(12) of Schedule 10 to the VAT Act;

Special Provisions Order means the Value Added Tax (Special Provisions) Order 1995;

VAT Act means the Value Added Taxes Act 1994.

2 TOGC

The Parties intend that the transfer of the Property in accordance with the terms of this Agreement shall for VAT purposes constitute the transfer to the Buyer of a business or part of a business as a going concern within the terms of Article 5 of the Special Provisions Order so that the sale is treated as neither a supply of goods nor a supply of services for the purposes of VAT.

3 Seller's obligations

The Seller warrants and undertakes to the Buyer that:

- (a) it is duly registered for VAT under registration number 156 6057 01 and it shall not cause or permit such registration to be cancelled on or before Actual Completion; and
- (b) it or a Relevant Associate or a Relevant Group Member has made an Option to Tax and shall produce to the Buyer a copy of such Option to Tax no later than the Completion Date.

4 Buyer's obligations

4.1 The Buyer warrants and undertakes that:

- (a) it is or will be prior to the Actual Completion Date a taxable person for the purposes of the VAT Act;
- (b) it or a Relevant Associate or a Relevant Group Member has made or will make an Option to Tax with effect on or before the Relevant Date and where paragraph 20 of Schedule 10 to the VAT Act applies has notified HM Revenue & Customs on or before the Relevant Date of such Option to Tax and the Buyer shall produce to the Seller a copy of such Option to Tax and where notification of the Option to Tax is required, evidence of its receipt by HM Revenue & Customs (if available) no later than five working days before the Completion Date;

- (c) it has not revoked and shall not revoke its Option to Tax either before or after Actual Completion and shall not do or omit to do anything which could lead to the Option to Tax being revoked by HM Revenue and Customs;
- (d) on and after Actual Completion it is the Buyer's current intention to use the Property in carrying on the same kind of business, whether or not as part of any existing business, as that carried on by the Seller in relation to that part; and
- (e) the Buyer is purchasing the Property as beneficial owner and not as nominee for any other person or persons.

4.2 The Buyer confirms to and notifies the Seller that paragraph 2B of Article 5 of the Special Provisions Order does not apply to the Buyer.

5 **No TOGC**

If, notwithstanding the provisions referred to in this Schedule 3, HM Revenue & Customs rule in writing that the sale of the Property is not a transfer of the business as a going concern and therefore confirm that VAT is payable on the sale of the Property or part thereof:

- (a) the Seller shall give written notice to the Buyer of that determination within ten working days of being so advised by HM Revenue & Customs together with a valid VAT invoice addressed to the Buyer;
- (b) the Buyer shall pay to the Seller an amount equal to the VAT required to have been paid to HM Revenue & Customs within five working days of receipt of written notice under Paragraph 5(a);
- (c) where such determination is made as a result of a breach of the Buyer's warranties in Paragraph 4, the Buyer shall indemnify the Seller against any interest or penalty assessed by HM Revenue & Customs as a consequence of the Seller's failure to charge VAT on the Price; and
- (d) if the Seller and Buyer successfully appeal against the determination of HM Revenue & Customs or if HM Revenue & Customs determine for any other reason that all or part of the VAT paid pursuant to Paragraph 5(b) was not properly chargeable, the Seller shall, within five working days of its receipt, repay to the Buyer any VAT, interest or other amounts refunded to the Seller by HM Revenue & Customs and referable to the amount taken to be VAT charged in respect of the transfer of the Property pursuant to this Agreement.

Execution page

Contract for the Sale of Land

This document has been entered into by the Parties or their duly authorised representatives on the date set out at the beginning of this document.

Signed by)
CLYDE & Co LLP)
duly authorised for and on behalf of)
Ace Decade Developments Limited)

sign here:

[title of authorised signatory]

print name:

Signed by)
duly authorised for and on behalf of)
Bayswater Road (122) Limited)

sign here:

[title of authorised signatory]

print name:

Ref: GPT/1407353

Office details: The St Botolph Building, 138 Houndsditch, London EC3A 7AR, Tel: 020 7876 5000, Fax: 020 7876 5111, DX: 160030 Lime Street 5.

Clyde & Co LLP: registered in England and Wales No. OC326539. Registered Office: The St Botolph Building, 138 Houndsditch, London EC3A 7AR.

Appendix A: Form of Transfer

Land Registry
Transfer of whole of registered title(s)

TR1

If you need more room than is provided for in a panel, and your software allows, you can expand any panel in the form. Alternatively use continuation sheet CS and attach it to this form.

Leave blank if not yet registered.

Insert address including postcode (if any) or other description of the property, for example 'land adjoining 2 Acacia Avenue'.

Give full name(s).

Complete as appropriate where the transferor is a company.

Give full name(s).

Complete as appropriate where the transferee is a company. Also, for an overseas company, unless an arrangement with Land Registry exists, lodge either a certificate in Form 7 in Schedule 3 to the Land Registration Rules 2003 or a certified copy of the constitution in English or Welsh, or other evidence permitted by rule 183 of the Land Registration Rules 2003.

Each transferee may give up to three addresses for service, one of which must be a postal address whether or not in the UK (including the postcode, if any). The others can be any combination of a postal address, a UK DX box number or an electronic address.

1	Title number(s) of the property: LN62008, 272756 and 436171
2	Property: 119-122 Bayswater Road, London W2 3JH
3	Date:
4	Transferor: Ace Decade Developments Limited <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: 8164833 <u>For overseas companies</u> (a) Territory of incorporation: (b) Registered number in the United Kingdom including any prefix:
5	Transferee for entry in the register: [] <u>For UK incorporated companies/LLPs</u> Registered number of company or limited liability partnership including any prefix: <u>For overseas companies</u> (a) Territory of incorporation: Jersey (b) Registered number in the United Kingdom including any prefix:
6	Transferee's intended address(es) for service for entry in the register: []
7	The transferor transfers the property to the transferee

Place 'X' in the appropriate box. State the currency unit if other than sterling. If none of the boxes apply, insert an appropriate memorandum in panel 11.

Place 'X' in any box that applies.

Add any modifications.

Where the transferee is more than one person, place 'X' in the appropriate box.

Complete as necessary.

The registrar will enter a Form A restriction in the register *unless*:

- an 'X' is placed:
 - in the first box, or
 - in the third box and the details of the trust or of the trust instrument show that the transferees are to hold the property on trust for themselves alone as joint tenants, or
- it is clear from completion of a form JO lodged with this application that the transferees are to hold the property on trust for themselves alone as joint tenants.

Please refer to Land Registry's Public Guide 18 - *Joint property ownership* and Practice Guide 24 - *Private trusts of land* for further guidance. These guides are available on our website www.landregistry.gov.uk

Insert here any required or permitted statement, certificate or application and any agreed covenants, declarations and so on.

8 Consideration

- The transferor has received from the transferee for the property the following sum (in words and figures):
 Thirty nine million pounds £39,000,000.00
- The transfer is not for money or anything that has a monetary value
- Insert other receipt as appropriate:

9 The transferor transfers with

- full title guarantee
- limited title guarantee
- 9.1 The covenant set out in Section 2(1)(b) of the Law of Property Act (Miscellaneous Provisions) Act 1994 will not extend to costs arising from the failure of the Transferee to make proper searches.

10 Declaration of trust. The transferee is more than one person and

- they are to hold the property on trust for themselves as joint tenants
- they are to hold the property on trust for themselves as tenants in common in equal shares
- they are to hold the property on trust:

11 Additional provisions

The Transferee covenants with the Transferor that the Transferee and the Transferee's successors in title will henceforth observe and perform the landlord's obligations contained in or otherwise arising under the leases and agreements short details of which are set out in the Schedule hereto and keep the Transferor indemnified against all actions, claims, demands, losses, costs, damages, liabilities arising by reason of any future breach of these obligations.

Schedule

Date	Document	Parties
11/04/2005	Lease	Inorbit Enterprises Limited (1) Henchland Limited (2)
17/10/2012	Lease	Ace Decade Developments Limited (1) Globalkey (UK) Limited (2)

The transferor must execute this transfer as a deed using the space opposite. If there is more than one transferor, all must execute. Forms of execution are given in Schedule 9 to the Land Registration Rules 2003. If the transfer contains transferee's covenants or declarations or contains an application by the transferee (such as for a restriction), it must also be executed by the transferee.

If there is more than one transferee and panel 10 has been completed, each transferee may also execute this transfer to comply with the requirements in section 53(1)(b) of the Law of Property Act 1925 relating to the declaration of a trust of land. Please refer to Land Registry's Public Guide 18 - *Joint property ownership* and Practice Guide 24 - *Private trusts of land* for further guidance.

12 Execution

Executed as a deed by Ace Decade Developments Limited acting by two directors or a director and the company secretary

Signature	Director
Signature	Director/Secretary

Signed as a deed on behalf of [], a company incorporated in Jersey, by and

who, in accordance with the laws of that territory, is/are acting under the authority of the company

Signature(s)
Authorised [signatory][signatories]

WARNING

If you dishonestly enter information or make a statement that you know is, or might be, untrue or misleading, and intend by doing so to make a gain for yourself or another person, or to cause loss or the risk of loss to another person, you may commit the offence of fraud under section 1 of the Fraud Act 2006, the maximum penalty for which is 10 years' imprisonment or an unlimited fine, or both.

Failure to complete this form with proper care may result in a loss of protection under the Land Registration Act 2002 if, as a result, a mistake is made in the register.

Under section 66 of the Land Registration Act 2002 most documents (including this form) kept by the registrar relating to an application to the registrar or referred to in the register are open to public inspection and copying. If you believe a document contains prejudicial information, you may apply for that part of the document to be made exempt using Form EX1, under rule 136 of the Land Registration Rules 2003.

Appendix B: Assignment of Arrears



Ace Decade Developments Limited
Seller

and

I
Buyer

1

Deed of assignment of arrears
in respect of
119-122 Bayswater Road, London W2 3JH

Draft 1: 24 March 2014

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Deed

Dated

Between:

- (1) **Ace Decade Developments Limited** (registered in England and Wales No. 8164833) whose registered office is at The St Botolph Building, 138 Houndsditch, London EC3A 7AR (**Seller**); and
- (2) [] incorporated and registered in Jersey whose registered office is at [] (**Buyer**).

Background

- (A) By a transfer dated the same date as this Deed, the Property was transferred by the Seller to the Buyer subject to and, where applicable, with the benefit of the Leases, all of which are 'new tenancies' as defined by the 1995 Act.
- (B) The Arrears remain unpaid.
- (C) The Arrears remain vested in the Seller under section 23(1) of the 1995 Act but the Parties have agreed that the Arrears shall be assigned by the Seller to the Buyer.

It is agreed as follows:

1 Definitions and interpretation

1.1 Definitions

In this Deed, unless the context otherwise requires, the following definitions apply:

Agreement means the contract for the sale of the Property dated [] 2014 made between the Seller (1) and the Buyer (2).

Arrears means all rent, insurance rent, service charge and other monies payable by the tenants under the Leases before the date of this Deed but which have not been received by the Seller as cleared funds at least five working days before the date of this Deed, whether or not demanded;

Contract Rate means the higher of:

- (a) 4% per annum above the National Westminster Bank Plc base rate from time to time in force; and
- (b) 6%,

as well after as before judgment;

Leases means the documents, brief particulars of which are set out in Schedule 1;

Legislation means statute, statutory instrument, statutory guidance, treaty, regulation, directive, byelaw, code of practice, guidance note, circular and common law for the time being in force;

Party means a party to this Deed and **Parties** means more than one Party;

Property means 119-122 Bayswater Road, London W2 3JH; and

1995 Act means the Landlord and Tenant (Covenants) Act 1995.

1.2 Interpretation

In this Deed (except where the context otherwise requires):

- (a) words in the singular include the plural and vice versa and words importing any gender include every gender;
- (b) references to persons include individuals, firms, partnerships, limited liability partnerships, companies, corporations, unincorporated associations, governments, authorities, agencies and trusts (in each case, whether or not having separate legal personality);
- (c) reference to **Legislation** is reference to it as it is in force for the time being taking account of any amendment, extension, re-enactment or replacement and includes any subordinate legislation (within the meaning of section 21(1) of the Interpretation Act 1978) for the time being made under it;
- (d) reference to **working day** shall be to a day other than a Saturday or Sunday or a bank holiday or public holiday in England and Wales;
- (e) references to Clauses and Schedules are to clauses of and schedules to this Deed; and
- (f) the table of contents and headings are for ease of reference only and shall not affect the construction of this Deed.

1.3 Other

1.3.1 The Schedule and the Background form part of this Deed and shall take effect as if set out in full in the body of this Deed and any reference to this Deed includes the Schedule and the Background.

1.3.2 A covenant by either Party to do any act or thing includes an obligation to procure that it be done and any covenant not to do any act or thing includes a covenant not to suffer or permit such act or thing to be done and to take all necessary action to prevent such act or thing being done by another person.

2 Assignment

The Seller assigns to the Buyer:

- (a) the Arrears;
- (b) the right for the Buyer to give effectual receipts and discharges for the Arrears; and
- (c) the right for the Buyer to commence and prosecute any legal or other proceedings necessary for the collection and the recovery of the Arrears.

3 Parties' obligations

To the extent that the arrears provisions of the Agreement provide that the Arrears shall belong to the other Party, each Party covenants with the other Party that:

- (a) it will not waive any entitlement to all or part of the Arrears without the prior written consent of the other Party; and
- (b) if it receives any sums in respect of all or part of the Arrears, then it shall pay the same promptly to the other Party and any sums not so paid within 15 working days of receipt shall bear interest at the Contract Rate from then until payment.

4 Seller's obligations

At the Buyer's request and cost (so far as such cost is attributable to Arrears which the arrears provisions of the Agreement provide shall belong to the Buyer), the Seller shall provide to the Buyer all such assistance as may be necessary to enable the Buyer to recover the Arrears.

5 Notification to tenants

The Buyer shall within five working days after the date of this Deed notify each tenant owing Arrears that the Arrears have been assigned to the Buyer.

6 Acknowledgment

The Parties acknowledge and confirm that they each remain bound after the date of this Deed by the provisions of schedule 2, paragraph 10 of the Agreement to the extent that such covenants and provisions relate to Arrears and have not been performed on or before the date of this Deed.

7 Rights of third parties

A person who is not a Party to this Deed (a Third Party) has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Deed but this does not affect any right or remedy of a Third Party which exists or is available apart from that Act.

8 Joint and several liability

8.1 Unless expressly provided otherwise, all representations, warranties, indemnities, undertakings, covenants, agreements and obligations made, given or entered into by more than one person in this Deed are made, given or entered into jointly and severally.

8.2 Where a Party is more than one person, the other Party may release or compromise the liability of any of those persons under this Deed, may take action against any one or more of those persons or grant time or other indulgence without affecting the liability of any one of them.

9 Severance

If any provision of this Deed is held to be illegal, void, invalid or unenforceable (in whole or in part) by any court or administrative body of competent jurisdiction, that provision shall to that extent be deemed not to

form part of this Deed but the enforceability of the remainder of this Deed shall not be affected.

10 Counterparts

This Deed may be executed in any number of counterparts each of which when executed shall be an original but all the counterparts shall together constitute one and the same instrument.

11 Governing law and jurisdiction

11.1 This Deed and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

11.2 The Parties irrevocably agree that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Deed or its subject matter or formation (including non-contractual disputes or claims).

Schedule 1

Leases

Date	Document	Parties
17/10/2012	Lease	Ace Decade Developments Limited (1) Globalkey (UK) Limited (2)
11/04/2005	Lease	Inorbit Enterprises Limited (1) Henchland Limited (2)

Execution page

Deed of assignment of arrears

In witness of which this document has been executed by the Parties as a Deed on the date set out at the beginning of this Deed.

Executed as a Deed by)
Ace Decade Developments Limited)
acting by)
)

sign here:

Director

print name:

sign here:

Director / Secretary

print name:

Executed as a Deed by)
[])
acting by)
and)
being [a] person[s] who, in)
accordance with the law of that)
territory, [is][are] acting under the)
authority of the company)

sign here:

[title of authorised signatory]

print name:

sign here:

[title of authorised signatory]

print name:

Ref:GPT/1323533/35524188.1

Office details: The St Botolph Building, 138 Houndsditch, London EC3A 7AR, Tel: 020 7876 5000, Fax: 020 7876 5111, DX: 160030 Lime Street 5.

Clyde & Co LLP: registered in England and Wales No. OC326539. Registered Office: The St Botolph Building, 138 Houndsditch, London EC3A 7AR.