

## PROVISIONAL AGREEMENT FOR SALE AND PURCHASE

1. **Seller** : **WORLD FAIR GLOBAL LIMITED**, a company incorporated in British Virgin Islands (the "**BVI**") with its registered office at 30 de Castro Street, Wickhams Cay 1, P.O. Box 4519, Road Town, Tortola, British Virgin Islands (the "**Seller**")
2. **Purchaser** : **PROFIT VISION INVESTMENTS LIMITED**, a company incorporated in Hong Kong with its registered office at Unit 1407, 14<sup>th</sup> Floor, No.9 Queen's Road Central, Hong Kong (the "**Purchaser**")

### WHEREAS:-

- (A) As at the date of this Provisional Agreement for Sale and Purchase (this "**Agreement**"), 100 ordinary shares (of par value of US\$1 each) in **PLAN LINK LIMITED** (the "**Company**") have been issued and are fully paid. The Seller is the legal and beneficial owner of such entire issued share capital in the Company. Further information relating to the Company is set out in Part A of Schedule 1 to this Agreement.
- (B) The Company owns the entire issued share capital of each of (1) **WOFENG HOLDING LIMITED** ("**WHL**"), (2) **MACRO WIN LIMITED** ("**MWL**"), (3) **HIGH BOND LIMITED** ("**HBL**"), and (4) **EXCEL VICTOR LIMITED** ("**EVL**") ((1) to (4), collectively, the "**Subsidiaries**", each a "**Subsidiary**"). Further information relating to each of the Subsidiaries are set out in Part B, Part C, Part D and Part E of Schedule 1 to this Agreement respectively.
- (C) As at the date of this Agreement, (1) WHL is the legal and beneficial owner of Property I (as defined in Part A of Schedule 2 to this Agreement); (2) MWL is the legal and beneficial owner of Property II (as defined in Part B of Schedule 2 to this Agreement); (3) HBL is the legal and beneficial owner of Property III (as defined in Part C of Schedule 2 to this Agreement, Property I, Property II and Property III shall collectively be referred to as the "**Property**"); and (4) EVL is a dormant company.
- (D) As at 31 December 2013, the Company owes a sum of HK\$216,031,292.20 to the Seller.
- (E) Subject to and conditional upon all necessary consent and approval by the shareholders of Richfield Group Holdings Limited ("**Richfield**") as required under the rules governing the listing of securities on the Stock Exchange of Hong Kong Limited and the terms and conditions hereinafter appearing, the Seller agrees to sell and the Purchaser agrees to purchase 49% of the entire issued share capital of the Company, i.e. 49 ordinary shares of US\$1 par value each in the Company (the "**Sale Shares**") and 49% of the entire loan due and payable by the Company to the Seller upon Completion (the "**Sale Debt**").

### AND IT IS AGREED BY THE PARTIES THAT:-

1. **Purchase Price** : The consideration payable for the sale and purchase of the Sale Shares and the Sale Debt shall be **HONG KONG DOLLARS TWO HUNDRED TWENTY FIVE MILLION AND FOUR HUNDRED THOUSAND ONLY (HK\$225,400,000)** (the "**Purchase Price**") to be adjusted by net current asset value (which shall be defined as the difference of current assets and current liabilities, excluding any deferred tax liabilities) of the Company and the Subsidiaries as shown in the completion accounts to be

prepared by the Seller under Clause 5(c). For the purpose of apportionment, the consideration for the Sale Debt shall be equal to the amount of Sale Debt as at the Completion Date and the remaining amount of the Purchase Price (after deduction of the amount of Sale Debt) shall be the consideration for the Sale Shares.

**2. Terms of Payment** : The Purchase Price shall be paid by the Purchaser to the Seller in the following manner:-

- (a) an initial deposit of HK\$11,270,000 equivalent to five percent (5%) of the Purchase Price shall be paid to the Seller (or such other person authorized by the Seller in writing) upon signing of this Provisional Agreement for Sale and Purchase;
- (b) a further deposit of HK\$11,270,000 equivalent to five percent (5%) of the Purchase Price shall be paid to the Seller (or such other person authorized by the Seller in writing) on or before the earlier of the date falling on the expiry of 14 days from the date of this Agreement or the date of signing the Formal Agreement(as hereinafter defined); and
- (c) balance of the Purchase Price shall be paid to the Seller on the Completion Date (as hereinafter defined).

Without prejudice to the Seller's right to seek for specific performance, the initial deposit will be forfeited by the Seller as liquidated damages (and not as penalty) in the event that the Purchaser fails to pay the further deposit in accordance with Clause 2(b).

Without prejudice to the Seller's right to seek for specific performance, the initial deposit and the further deposit will be forfeited by the Seller as liquidated damages (and not as penalty) in the event that the Purchaser (other than due to the Seller's default) fails to complete the purchase in accordance with the terms and conditions of this Agreement and/or the Formal Agreement.

**3. Date of signing the formal Agreement for Sale and Purchase** : The Seller and the Purchaser shall use its reasonable endeavours to enter into a formal agreement for sale and purchase (the "**Formal Agreement**") within 20 business days from the date of this Agreement, failing which, the terms and conditions hereunder shall continue to be valid and binding.

The Formal Agreement shall:-

- (a) reflect the terms hereof;
- (b) contain the usual or customary terms and conditions for the sale of 49% of the entire issued share capital of a company whose sole asset of material value is the right, title, benefit and interest of a real property in Hong Kong; and
- (c) contain a form of Shareholders' Agreement (containing

terms as set out in Clause 6)) to be entered into by the Seller and the Purchaser on the Completion Date.

- 4. Completion Date** : Completion of the sale and purchase of the Sale Shares and the assignment of the Sale Debt by the Seller to the Purchaser (the "**Completion**") shall take place on the business day falling on the expiry of 2 months from the date of this Agreement or such other date to be agreed by the parties (the "**Completion Date**").
- 5. Other Terms** :
- (a) The Seller will not be liable under any claim under the warranties to be given by the Seller under the Formal Agreement or any other provisions under this Agreement or the Formal Agreement (the "**Claim**") unless written notice specifying in reasonable detail of the Claim has been received by the Seller not later than the expiry of one (1) year following the date of completion. The aggregate liability of the Seller in respect of any Claim shall not exceed HK\$5,000,000. The Purchaser shall not be entitled to make any Claim against the Seller unless the amount that would be recoverable from the Seller in respect of the claim exceeds HK\$500,000;
  - (b) As at the date of this Agreement, the Sale Shares, the Sale Debt, the Property, the Company and the Subsidiary are subject to the encumbrances set out under Schedule 3 hereto (the "**Existing Encumbrances**") which are securities given under the loan facilities (the "**Loan Facilities**") advanced by SCB (as defined under Schedule 3) and SCSB (as defined under Schedule 3) (the "**Lender**"). The Seller may, after the signing of this Agreement, liaise with the Lender to either restructure the Loan Facilities or repay all outstanding loan under the Loan Facilities and arrange for the release or discharge of the Existing Encumbrances. The Purchaser agrees that, if required by the Lender, the Purchaser or its parent entities shall provide such additional guarantee or securities pro-rata and severally to its shareholdings in the Company Provided that the same sets of guarantee and securities shall be provided by the Seller or its associated entities. For the avoidance of doubt, the Purchase Price payable by the Purchaser under the provision of clause 1 is computed on the basis that all outstanding indebtedness due by the Company and/or its Subsidiaries under the Loan Facilities is repaid in full and that the Existing Encumbrances will be discharged and/or released upon completion.
  - (c) The Seller shall produce to the Purchaser within 45 days from Completion the completion accounts of each of the Company and the Subsidiaries signed by a director thereof. The Seller shall be at liberty to transfer the cash held by the Company and/or the Subsidiaries to Richfield before Completion;
  - (d) The Seller shall show, prove and give good title to the Property in accordance with Section 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219, Laws of Hong Kong) save and except that the Purchaser has acknowledged and accepted the existence of orders and notices in respect of the Property or any part thereof issued by the Building Authority or any other

applicable authority against the Property or any part thereof (the "**Building Orders**") and the effect of such Building Orders on title to the Property. The Purchaser shall have no right to raise any requisition and shall not object to the Subsidiaries' title to the Property solely by reason of the existence of the Building Orders.

(e) The Purchaser acknowledges and confirms that, upon Completion, it shall be deemed to have purchased the Sale Shares with full notice and acceptance of the actual state and condition and layout of the Property on an "as is" basis and in the physical state and condition as it stands. No warranty or representation whatsoever has been given or is made by the Seller or his agents regarding:-

(i) the physical state and condition, quality or fitness of the fittings and finishes or the installations and appliances (if any) incorporated in the Property);

(ii) the physical state and condition or the legality or the user of the Property or any structures or erections therein or thereto;

(iii) the area of the Property;

(iv) the composition of the Property or the nature or manner of their construction; and

(v) the development and redevelopment potential of the Property,

the Purchaser shall be deemed to be satisfied with the same and shall not be entitled to make or raise any enquiry, objection or requisition whatsoever in respect thereof, and the Purchaser shall rely solely on its own inspection of the Property and the advice of its legal advisers, surveyors or other professional advisers in relation to the legality of the layout and the state and condition of the Property, the user and the development and redevelopment potential of the Property and shall not raise any requisitions and objections thereto and no representation nor warranty will be given by the Seller in relation thereto.

(f) For the purpose of this Agreement, "**business days**" means a day on which banks in Hong Kong are opened for general banking business, excluding, Saturdays, Sundays and public holidays.

## 6. Shareholders' Agreement

: Upon Completion, the Seller and the Purchaser shall enter into a shareholders' agreement in relation to the Company (the "**Shareholders' Agreement**"). Such Shareholders' Agreement which shall contain the following major terms:-

(a) the sole business of the Company shall be that of an investment holding company which holds all the issued shares in each Subsidiary;

- (b) the sole business of each Subsidiary shall be holding the Property and implementing the project of refurbishment of the Property and the sale or leasing of the Property or any part thereof (the "**Project**");
- (c) all funding requirements of the Company and the Subsidiaries shall be met initially by external borrowings. To the extent that any guarantees or other securities are required by any bank or financial institution in respect of any borrowings of the Company and/or the Subsidiaries, they shall be furnished by the Seller and the Purchaser or their respective parent entities pro-rata and severally to their respective shareholdings to the satisfaction of the bank or the financial institution. If the funds raised by the Company and/or the Subsidiaries by way of external borrowings shall not be insufficient, the Seller and the Purchaser shall provide and extend to the Company and/or the Subsidiaries shareholders' loans in proportion to their respective shareholdings in the Company.
- (d)
  - (i) the number of directors of the Company and each Subsidiary shall not be more than 4, among which, each of the Seller and the Purchaser shall be entitled to appoint up to 2 directors;
  - (ii) the chairman of the board of directors of the Company and each Subsidiary shall be a director nominated by the Seller who shall have a casting vote;
  - (iii) a director of the Company and each Subsidiary may only be removed by the shareholder who nominated him;
  - (iv) a director of the Company and each Subsidiary may nominate any other person to act as alternate director in his place and at his discretion in similar manner remove such alternate director;
  - (v) the quorum for a board meeting of the Company and each Subsidiary is 2 directors present in person or by his alternate of which at least 1 shall be a director nominated by the Seller either present in person or by his alternate and 1 shall be a director nominated by the Purchaser either present in person or by his alternate provided that:
    - (1) if within 30 minutes from the time appointed for the board meeting of the Company and each Subsidiary (as the case may be), a quorum is not present, then the board meeting of the Company and each Subsidiary (as the case may be) shall stand adjourned until the same time and place on the same day in the following week; and

(2) if at such adjourned board meeting of the Company and each Subsidiary (as the case may be), a quorum is not present within 30 minutes from the time appointed for such meeting, then the board meeting of the Company and each Subsidiary (as the case may be) shall stand adjourned for the last time until the same time and place on the same day in the then following week; and

(3) if at such adjourned board meeting of the Company and each Subsidiary (as the case may be), a quorum is still not present within 30 minutes from the time appointed for such meeting, any two directors present in person or by his alternate shall constitute a quorum to enable the adjourned board meeting of the Company and each Subsidiary (as the case may be) to proceed with the business specified on the agenda for that meeting,

Provided further that all notices to call a board meeting shall be given in writing in English and delivered by registered post to all directors entitled to receive such notice at the address as set out below:

Notices to the Seller's nominated directors:

Address: Unit A, 6th Floor, 9 Queen's Road Central, Hong Kong

Attention: Mr. Brian Lee

Notices to the Purchaser's nominated directors:

Address: Unit 1407, 14th Floor, No.9 Queen's Road Central, Hong Kong

Attention: Ms. Kay Fung

- (vi) in respect of the Company and each Subsidiary, any written resolutions signed by all directors entitled to receive notice of a meeting of directors (or their respective alternates) shall be as valid and effective for all purposes as a resolution of directors duly passed at a meeting of the board;

The Seller shall procure that the memorandum and articles of association or equivalent constitutional document of the Company and each Subsidiary is amended to reflect the terms of the Shareholders' Agreement and be adopted with effect upon Completion.

- (e) each of the Seller and the Purchaser grants to each other a

right of first offer with respect of the shares or equity interest held by the Seller or the Purchaser (as the case may be). Each time when the Seller or the Purchaser wishes to sell all or any portion of its shareholding or equity interests in the Company (the "**Selling Shares**"), the Seller or the Purchaser (as the case may be) shall first offer such shares to be sold to the other with the same price and terms upon which it proposes to offer such Selling Shares to the third party. Details of such right of first offer shall be set out in the Shareholders' Agreement

- 7. Due Diligence** : The Purchaser will be entitled to carry out due diligence investigation of the Sale Shares, the Sale Debt, the Property, the Company and the Subsidiaries and shall finish the due diligence investigation within 20 business days from the date of this Agreement. In connection with the due diligence investigation.

The Seller shall make available to the Purchaser's Solicitors the following documents for their inspection as soon as practicable after signing of this Agreement:-

- (a) title deeds and documents relating to the Property in the possession of the Subsidiary;
- (b) drafts of the latest audited accounts (for the financial year ended 30 June 2013) of the Company and the Subsidiaries together with all audited accounts (draft or signed) of the Company and the Subsidiaries for the previous years within 10 business days from the date hereof;
- (c) the management accounts for 6 months ended 31 December 2013 of each of the Company and the Subsidiaries within 5 business days from the date hereof;
- (d) tax returns (if any) filed with the Hong Kong Inland Revenue Department;
- (e) business registration certificate, certificate of incorporation, memorandum and articles of association and statutory books of the Company and each Subsidiary;
- (f) copies of all subsisting tenancy agreements entered into by the Company or the Subsidiary.

The Seller shall further provide to the Purchaser at its own costs and expenses but not later than five days before the Completion Date the audited accounts for the financial year ended 30 June 2013 of each of the Company and the Subsidiaries;

- 8. Governing Law** : This Agreement shall be governed by, and construed in accordance with, the laws of the Hong Kong Special Administrative Region and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region as the court of first instance for purposes of resolving any disputes or controversies arising out of this Agreement.

**9. Publicity** : The parties hereby agree with each other that all publicity and public announcements regarding the transaction and/or arrangements contemplated in this Agreement shall be coordinated between the parties prior to public release thereof by both parties but provided that if public announcements are required by applicable law or rules or regulations, the party affected shall forthwith furnish to the other party a copy of the proposed public statement or disclosure after the release thereof.

**10. Costs** : Save and except that the stamp duty (if any) payable on the transaction contemplated in this Agreement for Sale and Purchase and the Formal Agreement shall borne by the Purchaser, each of the parties hereto shall be responsible for their own legal costs of and in relation to this Provisional Agreement for Sale and Purchase and the transaction hereby contemplated.

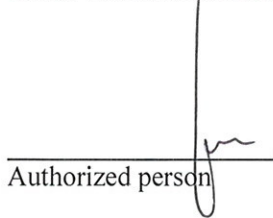
Dated this 17 day of January 2014

For and on behalf of  
**World Fair Global Limited**



\_\_\_\_\_  
Authorized person

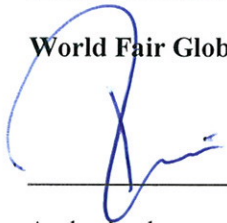
For and on behalf of  
**Profit Vision Investments Limited**



\_\_\_\_\_  
Authorized person

Received the initial deposit for the sum of HK\$11,270,000.00 from the Purchaser

For and on behalf of  
**World Fair Global Limited**



\_\_\_\_\_  
Authorized person



**Schedule 1**

**Part A**

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<b>Company name</b>	:	<b>Plan Link Ltd (領圖有限公司)</b>		
<b>Company no.</b>	:	BVI: 1591864		
<b>Place of incorporation</b>	:	British Virgin Islands		
<b>Date of incorporation</b>	:	1 July 2010		
<b>Issued share capital</b>	:	USD100.00		
<b>Sole director</b>	:	Mr. Lee Wing Yin		
<b>Registered office</b>	:	P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands		
<b>Registered Agent</b>	:	Offshore Incorporations Limited, of Room 2003, Wu Sang house, 655 Nathan Road, Mongkok, Kowloon		
<b>Sole shareholder</b>	:	World Fair Global Limited		
<b>Registered Shareholder:</b>	<b>Beneficial Shareholder:</b>	<b>No. of Shares:</b>	<b>Percentage:</b>	
World Fair Global Limited	World Fair Global Limited	100	100%	

**Part B**

**Company name** : **Wofeng Holding Ltd (和風控股有限公司)**

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**Company no.** : 1575503

**Place of incorporation** : British Virgin Islands

**Date of incorporation** : 16 March 2010

**Issued share capital** : USD1.00

**Directors** : Mr. Poon Kuai Cheong  
Mr. Lee Wing Yin

**Registered office** : 30 de Castro Street, Wickhams Cay 1, P.O. Box 4519,  
Road Town, Tortola, British Virgin Islands

**Registered Agent** : Coverdale Trust Services Limited, of 30 de Castro  
Street, Wickhams Cay 1, P.O. Box 4519, Road Town,  
Tortola, British Virgin Islands

**Sole shareholder** : Plan Link Limited

<b>Registered Shareholder:</b>	<b>Beneficial Shareholder:</b>	<b>No. of Shares:</b>	<b>Percentage:</b>
Plan Link Limited	Plan Link Limited	1	100%

**Part C**

**Company name** : **Macro Win Ltd (B.V.I.) (凱偉有限公司)**

**Company no.** : BVI: 1591706

**Place of incorporation** : British Virgin Islands

**Date of incorporation** : 1 July 2010

**Issued share capital** : USD1.00

**Directors** : Mr. Poon Kuai Cheong

Mr. Lee Wing Yin

**Registered office** : P.O. Box 957, Offshore Incorporations Centre, Road  
Town, Tortola, British Virgin Islands

**Registered Agent** : Offshore Incorporations Limited, of Room 2003, Wu  
Sang house, 655 Nathan Road, Mongkok, Kowloon

**Sole shareholder** : Plan Link Limited

<b>Registered Shareholder:</b>	<b>Beneficial Shareholder:</b>	<b>No. of Shares:</b>	<b>Percentage:</b>
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Plan Link Limited	Plan Link Limited	1	100%
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**Part D**

<b>Company name</b>	:	<b>High Bond Ltd (匯豐有限公司)</b>		
<b>Company no.</b>	:	Hong Kong: F17973 (Registered on 12 November 2010)		
		BVI: 1593274		
<b>Place of incorporation</b>	:	British Virgin Islands		
<b>Date of incorporation</b>	:	5 July 2010		
<b>Issued share capital</b>	:	USD1.00		
<b>Directors</b>	:	Mr. Poon Kuai Cheong		
		Mr. Lee Wing Yin		
<b>Registered office</b>	:	Hong Kong: Unit A, 6/F, 9 Queen's Road Central, Hong Kong		
		BVI: P.O. Box 957, Offshore Incorporation Centre, Road Town, Tortola		
<b>Registered Agent</b>	:	Offshore Incorporations Limited, of Room 2003, Wu Sang house, 655 Nathan Road, Mongkok, Kowloon		
<b>Sole shareholder</b>	:	Plan Link Limited		
<b>Registered Shareholder:</b>	<b>Beneficial Shareholder:</b>	<b>No. of Shares:</b>	<b>Percentage:</b>	
Plan Link Limited	Plan Link Limited	1	100%	

**Part E**

**Company name** : **Excel Victor Ltd (勇添有限公司)**

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**Company no.** : 1483096

**Place of incorporation** : Hong Kong

**Date of incorporation** : 21 July 2010

**Authorised share capital** : HKD10,000.0

**Issued share capital** : HKD1.00

**Directors** : Mr. Poon Kuai Cheong

Mr. Lee Wing Yin

**Registered office** : Room 2003, Wu Sang House, 655 Nathan Road,  
Mongkok, Kowloon

**Sole shareholder** : Plan Link Limited

<b>Registered Shareholder:</b>	<b>Beneficial Shareholder:</b>	<b>No. of Shares:</b>	<b>Percentage:</b>
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Plan Link Limited	Plan Link Limited	1	100%
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**Schedule 2**

**Part A**

Ground Floor of No.142 Carpenter Road, Kowloon

**Part B**

Ground, 1st, 2nd, 3rd, 4th Floors of No.154 Carpenter Road, Kowloon

**Part C**

1st, 2nd, 3rd, 4th Floors of No.142 Carpenter Road, Kowloon

Ground, 1st, 2nd, 3rd, 4th Floors of No.144 Carpenter Road, Kowloon

Ground, 1st, 2nd, 3rd, 4th Floors of No.146 Carpenter Road, Kowloon

Ground, 1st, 2nd, 3rd, 4th Floors of No.148 Carpenter Road, Kowloon

Ground, 1st, 2nd, 3rd, 4th Floors of No.150 Carpenter Road, Kowloon

Ground, 1st, 2nd, 3rd, 4th Floors of No.152 Carpenter Road, Kowloon

### Schedule 3

#### Existing encumbrances:-

##### In respect of the Company

- Share Charge dated 21 October 2010 over 100% of the entire issued share capital of Wofeng Holding Limited entered into between the Company and Shanghai Commercial Bank Limited ("SCB")
- Subordination Deed dated 21 October 2010 entered into between the Company and Richfield Group Holdings Limited as subordinated creditors, Excel Victor Limited, High Bond Limited, Macro Win Limited and Wofeng Holding Limited as borrowers and SCB as Lender
- Share Charge dated 21 October 2010 over 100% of the entire issued share capital of Excel Victor Limited entered into between the Company and SCB
- Share charge dated 21 October 2010 over 100% of the entire issued share capital of High Bond Limited entered into between the Company and SCB
- Share charge dated 21 October 2010 over 100% of the entire issued share capital of Macro Win Limited entered into between the Company and SCB
- Guarantee dated 21 October 2010 entered into between the Company and SCB
- Guarantee dated 21 October 2010 entered into between the Company and The Shanghai Commercial and Savings Bank Limited ("SCSB")
- Funding Undertaking dated 21 October 2010 given by the Company and Richfield Group Holdings Limited in favour of SCB
- Funding Undertaking dated 21 October 2010 given by the Company and Richfield Group Holdings Limited in favour of SCSB
- Completion Guarantee dated 21 October 2010 given by the Company and Richfield Group Holdings Limited in favour of SCB
- Completion Guarantee dated 21 October 2010 given by the Company and Richfield Group Holdings Limited in favour of SCSB
- Confirmation Deed dated 30 August 2013 given by the Company and Richfield Group Holdings Limited in favour of SCB
- Confirmation Deed dated 30 August 2013 given by the Company and Richfield Group Holdings Limited in favour of SCSB

### **In respect of Macro Win Ltd**

- Assignment of Rental Income and Sale Proceeds dated 30 August 2013 executed by Macro Win Limited in favour of SCB as lender
- Debenture dated 21 October 2010 between Macro Win Limited and SCB
- Mortgage dated 22 October 2010 between Macro Win Limited and SCB with Memorial No.10111802740392 (154 Carpenter Road, G/F – 4/F)
- Deed of Cross Guarantee dated 21 October 2010 given by Excel Victor Limited, High Bond Limited, Macro Win Limited, Wofeng Holding Limited in favour of SCB
- Deed of Cross Guarantee dated 21 October 2010 given by Excel Victor Limited, High Bond Limited, Macro Win Limited, Wofeng Holding Limited in favour of SCSB

### **In respect of High Bond Ltd**

- Assignment of Rental Income and Sale Proceeds dated 30 August 2013 executed by High Bond Limited in favour of SCB as lender
- Debenture dated 21 October 2010 entered into between High Bond Limited and SCB
- Deed of Cross Guarantee dated 21 October 2010 given by Excel Victor Limited, High Bond Limited, Macro Win Limited, Wofeng Holding Limited in favour of SCB
- Deed of Cross Guarantee dated 21 October 2010 given by Excel Victor Limited, High Bond Limited, Macro Win Limited, Wofeng Holding Limited in favour of SCSB
- Mortgage dated 22 October between High Bond Limited and SCB with Memorial Number 10111802740370
- Mortgage dated 11 November 2010 between High Bond Limited and SCB with Memorial No.10120102830129 (1/F, 152 Carpenter Road);
- Mortgage dated 23 December 2010 between High Bond Limited and SCB with Memorial No.11011302840014 (1/F, 146 Carpenter Road);
- Mortgage dated 18 January 2011 between High Bond Limited and SCB with Memorial No.11021002770376 (G/F, 148 Carpenter Road);
- Mortgage dated 12 April 2011 between High Bond Limited and SCB with Memorial No.11042903270084 (3/F, 148 Carpenter Road); and
- Mortgage dated 20 March 2012 between High Bond Limited and SCB with Memorial Number 12041202380185 (G/F, 152 Carpenter Road).



**In respect of Wofeng Holding Ltd.**

- Assignment of Rental Income and Sale Proceeds dated 30 August 2013 executed by Wofeng Holding Limited in favour of SCB as lender
  - Deed of Cross Guarantee dated 21 October 2010 given by Excel Victor Limited, High Bond Limited, Macro Win Limited, Wofeng Holding Limited in favour of SCB
  - Deed of Cross Guarantee dated 21 October 2010 given by Excel Victor Limited, High Bond Limited, Macro Win Limited, Wofeng Holding Limited in favour of SCSB
  - Mortgage dated 22 October 2010 entered into between Wofeng Holding Limited and SCB with Memorial Number 1011180274389 (No. 142 Carpenter Road, G/F)
- Debenture dated 21 October 2010 between Wofeng Holding Limited and SCB

**In respect of Excel Victor Ltd.**

- Debenture dated 21 October 2010 given by Excel Victor Limited in favour of SCB
- Deed of Cross Guarantee dated 21 October 2010 given by Excel Victor Limited, High Bond Limited, Macro Win Limited, Wofeng Holding Limited in favour of SCB
- Deed of Cross Guarantee dated 21 October 2010 given by Excel Victor Limited, High Bond Limited, Macro Win Limited, Wofeng Holding Limited in favour of SCSB



BEA 東亞銀行

Main Branch : 10 Des Voeux Road Central, Hong Kong  
總行 : 香港德輔道中 10 號

Jan 17, 2014  
Day 日 Month 月 Year 年

Pay  
或付

Mayer Brown JSM

or Bearer  
或持票人

HK dollar  
港幣

Eleven million two hundred and seventy  
HK \$11,270,000.00

thousand only

FUNG YU FAI PETER

*[Signature]*

The Bank of East Asia Limited 東亞銀行有限公司

⑈001087⑈ 015514 404000719⑈

Rec'd by World Fair Global Limited as the initial deposit  
for sale and Purchase of 49% issued share capital and  
Share holders loan of Plan Link Limited.

For and on behalf of  
World Fair Global Limited  
世博環球有限公司

*[Signature]*  
Authorized Signature(s)