

THIS AGREEMENT is made the 23rd day of August Two thousand and Ten

BETWEEN

- (1) **UNIMIX PROPERTIES LIMITED (永聯基地產有限公司)** whose registered office is situate at 8th Floor of One Landmark East, 100 How Ming Street, Kwun Tong, Hong Kong (Company No.0166683) (hereinafter called “the Vendor”); and
- (2) **SUN WIN DEVELOPMENT LIMITED (曉勝發展有限公司)** whose registered office is situate at 28th Floor, Billion Plaza, 8 Cheung Yue Street, Cheung Sha Wan, Kowloon, Hong Kong (Company No.1408231) (hereinafter called “the Purchaser”).

WHEREBY it is agreed as follows :-

1. The Vendor as Beneficial Owner shall sell and the Purchaser shall purchase all that the estate right title benefit and interest in the land described in the First Schedule hereto (“the Property”) for the residue of the term of years created by the Government Lease more particulars described in the First Schedule hereto (“the Government Lease”) And subject to and with the benefit of the exceptions and reservations, easements, rights, privileges, covenants, restrictions and conditions contained in the Government Lease so far as they affect the Property and are capable of being enforced.
2. The purchase price is **HONG KONG DOLLARS SIX HUNDRED AND ONE MILLION ONLY (HK\$601,000,000.00)** (the “Purchase Price”).
3.
 - (a) An initial deposit and in part payment of the Purchase Price of HK\$22,000,000.00 has been paid before signing of this Agreement.
 - (b) A further deposit of HK\$68,150,000.00 and in further part payment of the Purchase Price has been paid by the Purchaser to the Vendor on the 30th day of June 2010.
 - (c) The balance of the Purchase Price in the sum of HK\$510,850,000.00 shall be paid on completion.
 - (d) In respect of the further deposit and the balance of the Purchase Price payable by

the Purchaser on completion hereunder, the Purchaser shall deliver to the Vendor either a cashier order issued by a licensed bank in Hong Kong or a cheque drawn on a licensed bank in Hong Kong issued by a firm of solicitors in Hong Kong for the relevant amount in favour of "UNIMIX PROPERTIES LIMITED". The Vendor is entitled, by giving the Purchaser or the Purchaser's solicitors not less than 24 hours' prior notice in writing, to require the Purchaser to split such payment and deliver to the Vendor's solicitors one or more cashier order issued by a licensed bank in Hong Kong or one or more cheques drawn on a licensed bank in Hong Kong by Hong Kong's Solicitors firm(s) issued in favour of the existing mortgagee or chargee or lender or such person(s) or party(ies) entitled to such payment and a separate cashier order issued by a licensed bank in Hong Kong or a separate solicitors' cheque in favour of "UNIMIX PROPERTIES LIMITED" for the balance.

- (e) The Purchaser shall not be deemed to have discharged the obligation to make any payment unless in making such payment the Purchaser shall also comply with the provisions of this Clause 3.
4. Completion shall take place at the office of Messrs. Knight & Ho, Solicitors, at Room 904B, 9th Floor, Admiralty Centre, Tower 1, 18 Harcourt Road, Admiralty, Hong Kong, (between the hours of 9:30 a.m. to 1:00 p.m., on or before the 30th day of November 2010 ("the date of completion"). For the avoidance of doubt, no completion shall take place on Saturdays, Sundays and general holidays as defined under the General Holidays Ordinance (Cap.149).
 5. The Vendor and Purchaser shall agree that the completion of sale and purchase of the Property shall be by way of undertaking of the respective solicitors of the parties hereto unless either party shall serve on the other party not less than five (5) business days before the date of completion a notice in writing requesting for formal completion in which case formal completion shall take place . In any event the Purchaser shall accept an undertaking from the Vendor's solicitors to deliver to the Purchaser's solicitors the Security Document(s) and the Release (as respectively defined in Clause 29(a) and (b) hereinbelow) relating thereto to the Purchaser's solicitors within such time limit as set out in the Hong Kong Law Society's Circular No.91/82 dated 28th December 1982 when formal completion is to take place.
 6. Time shall in every respect be of the essence of this Agreement.

7. The Purchaser warrants that it itself and its ultimate beneficial owners are independent third parties (the "Independent Third Parties") to Wing Tai Properties Limited and Winsor Properties Holdings Limited, the ultimate and intermediate holding company of the Vendor respectively, and their respectively connected persons within the meaning of the Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited. In the event that the Purchaser nominates another company to be the purchaser or sub-sells the Property to other parties, the nomination or sub-sale is subject to prior approval from the Vendor on the condition that the nominee(s) or sub-purchaser(s) are Independent Third Parties.
8. The Vendor shall assign the Property as beneficial owner to the Purchaser or, subject to Clause 7 above, to its nominees(s) or sub-purchaser(s).
9. The Vendor shall give good title to the Property in accordance with Sections 13 and 13A of the Conveyancing and Property Ordinance Cap.219 at the Vendor's costs make available for inspection by the Purchaser the title deeds necessary to prove and give title in accordance with Sections 13 and 13A of the Conveyancing and Property Ordinance Cap.219. The costs of verifying the title by inspection and examination, including search fees, shall be borne by the Purchaser who shall also, if the Purchaser requires copies of any documents in the Vendor's possession relating to other property retained by the Vendor as well as to the Property pay the cost of such copies or certified copies.
10.
 - (a) No error, omission or misstatement herein or in any plan or tenancy agreement furnished or any statement made in the course of the negotiations leading to this Agreement shall annul the sale or entitle the Purchaser to rescind this Agreement or claim compensation save and except where such error, omission, mis-statement or mis-description relates to a matter materially and adversely affecting the value or user of the Property provided that the Purchaser shall not in any event be entitled to compensation for matters falling within Clause 12 or 22(e) hereof.
 - (b) Sub-clause 10(a) hereof shall not apply where compensation for any error, omission or misstatement shown to be material cannot be assessed nor enable either party to compel the other to accept or convey property differing substantially (in quantity, quality, tenure or otherwise) from the Property if the other party would be prejudiced by the difference.
 - (c) The Misrepresentation Ordinance (Cap 284) applies to this Agreement.

11. The stamp duty and land registration fees payable on the provisional agreement for sale and purchase dated the 10th day of June 2010, this Agreement and on the assignment made pursuant to this Agreement shall be borne by the Purchaser. In the event that the Collector of Stamp Revenue shall not accept the Purchase Price as being the true value of the Property any further stamp duty charged by him in accordance with his valuation of the Property together with all costs and expenses incidental thereto shall also be paid by the Purchaser.
12. The Purchaser have inspected the Property and shall take the same on an “as is” basis and agrees to purchase the Property in the full knowledge that unauthorized or illegal structures or alterations may be present and the Purchaser shall be bound to complete the purchase notwithstanding any such unauthorized or illegal structures or alterations. The Purchaser shall not be entitled to raise any requisition or objection on the title in relation thereto. No warranty is given by the Vendor on any of the following matters, namely:-
 - (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 or in the building of which the Property forms part (“the Building”).
 - (ii) The physical state and conditions of the Property or of the Building.
13. Subject to Clause 7 above, it is hereby agreed that if the Purchaser sub-sells the Property or transfers the benefit of this Agreement in any manner whatsoever before the date of completion, the Purchaser shall require the sub-Purchaser or transferee to agree in the sub-sale agreement or such other agreement that such sub-purchaser or transferee whomsoever shall (1) disclose, in the sub-sale agreement or other agreement whatsoever, full details of all confirmors, nominees and other intermediate parties and the full monetary consideration or otherwise which any of the other parties has paid or knows that has been paid on or given to any intermediate transaction in addition to the purchase price; and (2) procure from any subsequent sub-purchaser or other transferee a similar covenant.
14. Each party shall bear its own solicitors’ costs and disbursement of and incidental to the preparation, approval and execution of this Agreement and the subsequent assignment. Provided that if the Vendor is requested by the Purchaser to execute more than one assignment or an assignment to a nominee or sub-purchaser of the Purchaser then the Vendor’s solicitors cost for approving and attending execution of the assignment or assignments shall be paid by the Purchaser solely.
15. Immediately after the signing of this Agreement the Property shall as between the

Vendor and the Purchaser be at the Purchaser's risk.

16. The Vendor declares that Messrs. Knight & Ho, Solicitors are the Vendor's agents ("the said Agents") for the purpose of receiving all monies payable to the Vendor pursuant to this Agreement including the balance of the Purchase Price payable on the date of completion and (where necessary) for the purpose of applying monies so received for the redemption of any existing mortgage or charge shall be issued in favour of the Vendor or the existing mortgagee for redemption of the existing mortgage, or such party or parties as shall be directed by the Vendor to the Purchaser's solicitors through the Vendor's solicitors.
17. The Vendor further declares that the payment to the said Agents of any deposit, instalments of the Purchase Price and the balance thereof (if any) shall be a full and sufficient discharge of the Purchaser's obligations hereunder only if in making such payment the Purchaser shall comply with the provisions of Clauses 3 and 16 hereof and the said Agents' receipt of such moneys shall be deemed to be the Vendor's receipt of the same.
18. The rents and profits of the Property shall be received and all outgoing shall be discharged by the Vendor up to and inclusive of the date of completion, and as from but exclusive of that day the rents and profits of the Property shall be received and all outgoings shall be discharged by the Purchaser. All such rents, profits and outgoings shall, if necessary, be apportioned between the Vendor and the Purchaser and (subject to verification) paid on completion, otherwise the same shall be dealt with by way of usual solicitors' undertaking after completion.
19. The Vendor may revoke the authority of the said Agents and appoint another solicitor as an agent in their place.
No such revocation shall be valid unless:-
 - (a) It is in writing addressed to the Purchaser;
 - (b) It is delivered to the Purchaser care of the Purchaser's solicitors at least seven clear days prior to completion; and
 - (c) It specifically identifies this Agreement.
20. When any of the date or dates stipulated for payment herein or if the date of completion shall otherwise fall on a day which is not a business day (defined as a day on which licensed banks are open for business in Hong Kong except Saturdays, Sundays and public holidays) or shall fall on a day on which typhoon signal No.8 or above or Black

Rainstorm Signal is hoisted in Hong Kong at any time during business hours such date or dates for payment or the date of completion (as the case may be) shall automatically be postponed to the next business day.

21. The Property shall be sold by the Vendor to the Purchaser subject to all existing tenancies up to and including the date of completion (the "Existing Tenancies"). Brief particulars of the existing tenancies as at 11th June 2010 are set out in the Second Schedule hereto though no warranty is given by the Vendor as to its accuracy. The Vendor confirms that it has furnished the Purchaser copies of the relevant tenancy agreements in its possession regarding the existing tenancies as at 11 June 2010 ("Relevant Tenancies Agreements"). The Purchaser acknowledges that it has received the Relevant Tenancies Agreements and has full knowledge of all the existing tenancies as at 11 June 2010.
22.
 - (a) Notwithstanding any provision to the contrary in this Agreement, if any of the existing tenancies as at 11 June 2010 shall expire or shall for any reason terminate and vacant possession of the Property or the relevant tenanted part(s) of the Property shall have been delivered to the Vendor prior to the date of completion, the Vendor shall deliver vacant possession of the Property or such tenanted part(s) of the Property to the Purchaser on completion and the Purchaser shall raise no objection thereto.
 - (b) The Vendor shall transfer to the Purchaser the rental deposit, management fee deposit, air-conditioning charge deposit, Government rent and rates deposit paid by the tenants under the Existing Tenancies to the Vendor in relation to the relevant tenanted part(s) of the Property after deducting all arrears of rents and other moneys due and owing (if any) in respect of the Existing Tenancies within 7 working days after the date of completion provided that the Purchaser agrees to and do execute (1) an Undertaking and Indemnity of each of the Existing Tenancies to the Vendor in the form appearing in Appendix A hereto and (2) an Undertaking of each of the Existing Tenancies to the existing tenants in the form appearing in Appendix B hereto.
 - (c) The Vendor hereby expressly except and reserves unto the Vendor the right, after as well as before the date of completion, to claim from the concerned tenant all arrears of rents and other moneys due and owing under any of the Existing Tenancies up to and inclusive of the date of completion and all damages in respect of any breach of any of the Existing Tenancies before the date of

completion. The benefit of this sub-clause shall survive completion.

- (d) The Vendor has furnished full particulars of the existing tenancies as at 11 June 2010 to the Purchaser, and the Purchaser shall be deemed to purchase with full knowledge thereof and shall take the Property subject to the rights of the tenants thereunder or by reason thereof.
 - (e) The Vendor gives no warranty as to the amount of rent lawfully recoverable from any tenant, as to the effect of any legislation in relation to the Existing Tenancies or as to compliance with any legislation affecting the same.
 - (f) If any of the Existing Tenancies is terminated for any reasons other than expiry, the Vendor shall inform the Purchaser and, on being indemnified by the Purchaser against all consequential loss, expenditure or liability, shall act as the Purchaser directs.
 - (g) Save with approval or consent (such approval or consent cannot be unreasonably withheld or delayed) from the Purchaser, the Vendor shall not be entitled to grant any new tenancy agreements or any renewal of tenancy agreements in respect of the Property or any part or parts thereof. Notwithstanding the aforesaid, no consent or approval shall be given by the Purchaser in respect of any new tenancy or renewal of tenancy the terms of which shall expire after 30th June 2011.
23. Any requisitions or objections in respect of the title or otherwise arising out of this Agreement shall be delivered in writing to the Vendor's solicitors within 7 working days after the receipt of the title deeds by the Purchaser's solicitors otherwise the same shall be considered as waived (in which respect time shall be of the essence of the Agreement) and if the Purchaser shall make and insist on any objection or requisition in respect of the title or otherwise which the Vendor shall be unable or (on the grounds of difficulty, delay or expense or on any other reasonable ground) unwilling to remove or comply with the Vendor shall notwithstanding any previous negotiation or litigation be at liberty on giving to the Purchaser or his solicitors not less than five days' notice in writing to annul the sale in which case, unless the objection or requisition shall have been in the meantime withdrawn, the sale shall at the expiration of the notice be annulled the Purchaser being in that event entitled to the return of the deposit and part payment forthwith but without interest, costs or compensation.
24. The Vendor hereby declares and confirms that, save for the Security Document(s) in

Clause 29(a) and the Existing Tenancies, no third party (whether related or otherwise) has any right or interest whatsoever, whether legal or equitable, in the Property. The Vendor further hereby declares and confirms that the Vendor has the absolute right and interest in the Property and the Property were purchased with the Vendor's own monies/and the mortgage loan was repaid by the Vendor with the Vendor's own monies. In the event of any third party successful claim to the Property, whether legal or equitable, on or before completion the Vendor shall forthwith return the deposit and part payment paid herein to the Purchaser and without prejudice to the Purchaser's right to claim against the Vendor for all losses and damages sustained by the Purchaser by reason of the Vendor's failure and or inability to complete the sale in accordance with the terms hereof and it shall not be necessary for the Purchaser to tender an assignment to the Vendor for execution and this clause shall survive completion of the sale and purchase herein.

25. If the Purchaser shall (other than due to the default of the Vendor) fail to complete the purchase in accordance with the terms and conditions of this Agreement all deposits and part payment paid hereunder shall be absolutely forfeited to the Vendor as the genuine pre-estimate of loss (and not as penalty) who may (without being obliged to tender an assignment to the Purchaser) terminate and rescind this Agreement and be entitled to re-enter upon the Property and repossess the same if possession shall have been given to the Purchaser and either retain the Property or any part or parts thereof or resell the same either as a whole or in lots and either by public auction or by tender or by private contract or partly by the one and partly by the other subject to such conditions and stipulations as to title or otherwise as the Vendor may think fit. Without prejudice to the Vendor's right to recover the actual loss which may flow from the Purchaser's failure or breach, any deficiency arising from such resale and all reasonable expenses attending the same shall be made good and paid by the Purchaser as and for damages and any increase in price realized by any such resale shall belong to the Vendor. This Clause shall not preclude or be deemed to preclude the Vendor from taking other steps or remedies to enforce the Vendor's rights under this Agreement. On the exercise of the Vendor's right of termination and rescission under this Agreement the Vendor shall have the right, if this Agreement shall have been registered in the Land Registry to register at the Land Registry a Memorandum signed by the Vendor alone to terminate and rescind the sale of the Property and to vacate the registration of this Agreement.
26. If the Vendor (other than on the default of the Purchaser) shall fail to complete the sale in accordance with the terms hereof, all deposits and part payment paid hereunder shall forthwith be returned to the Purchaser in full who shall also be entitled to recover from the Vendor such damage (if any) as the Purchaser may sustain by reason of such failure on the

part of the Vendor and it shall not be necessary for the Purchaser to tender an assignment to the Vendor for execution before taking proceedings to enforce specific performance of this Agreement and/or for damages (if any) as the Purchaser may sustain by reason of such failure by the Vendor.

27. Nothing in this Agreement contained shall be so construed as to prevent the Vendor or the Purchaser from bringing an action and obtaining a decree for specific performance of this Agreement either in lieu of the aforesaid damages or in addition thereto as the party bringing such action may have sustained by reason of the failure or breach by the other party to this Agreement.
28. The parties and each of the persons executing this Agreement jointly and severally state in compliance with section 29B of the Stamp Duty Ordinance Cap.117 the matters set forth in the Third Schedule hereto.
29. (a) The Vendor hereby declares and confirms that the Property is mortgaged or charged by the Vendor to The Bank of Tokyo-Mitsubishi UFJ, Limited, Hong Kong Branch and Chong Hing Bank Limited (collectively "the Lender") under a Legal Charge registered in the Land Registry by Memorial No.08041002230032 and Assignment of Rentals and Receivables (Incorporating Charge over a Account) registered in the Land Registry by Memorial No.08041002230043 (collectively "the Security Document(s)").
- (b) The Vendor shall at its own costs and expenses discharge the Property from the Security Document(s) on or before completion to the intent that the Property shall be sold and assigned to the Purchaser free from the Security Document(s). The Vendor shall also at its own costs and expenses (including all registration and filing fees) obtain a release or discharge of the Security Document(s) ("the Release") together with the Form(s) M2 for filing in the Companies Registry.
- (c) If the Release is or to be executed by the Lender under the Security Document(s) by its attorney(s), the Vendor shall also at its own costs and expense provide and deliver to the Purchaser a certified copy of the relevant power of attorney and/or deed(s) of substitution/delegation (collectively "the Power of Attorney") and, if the Power of Attorney was made 12 months before the date of the Release, a certified copy written confirmation from the lender confirming the validity of the Power of Attorney and the same was still in force and had not been revoked as at the date of the Release.

30. The Purchaser shall:-
- (a) reimburse the Vendor a due proportion of any deposits paid by the Vendor for the supply of water, electricity and gas (if any) to the common parts of the Building; and
 - (b) This clause shall survive after completion of the sale and purchase of the Property.
31. Upon completion of the sale the Vendor and all other necessary parties (if any) shall execute a proper assurance to the Purchaser (or his nominee(s) or sub-purchaser(s)) in accordance with this Agreement subject as herein appears but otherwise free from incumbrances.
32. This Agreement supersedes all previous agreements whether in writing or implied entered into between the parties hereto and all previous, warranties, undertakings and/or representations made or given by the Vendor to the Purchaser or its authorised representatives in respect of the sale and purchase of the Property (if any) whether the same are in writing, oral, express or implied.
33. In this Agreement unless the contrary intention appears words importing the masculine gender shall include the feminine gender and corporations and words in the singular shall include the plural and words in the plural shall include the singular.
34. The Vendor covenants with the Purchaser that upon signing of this Agreement by the Vendor, the Vendor will not assign, further mortgage, further charge, or cause or permit any further encumbrance to be affected of the Property or any part or interest thereof or therein.
35. Notwithstanding anything herein contained to the contrary, in the event that this sale and purchase shall not be completed in accordance with the terms and conditions hereof due to the default of either party hereto, the defaulting party shall be liable for all the payment of the estate agents' commission (if any) and the stamp duty paid (if any) or payable in relation to this transaction (if any).

FIRST SCHEDULE

The Property :-

ALL THAT piece or parcel of ground registered in the Land Registry as NEW KOWLOON INLAND LOT NO.4899 Together with the messuages erections and building thereon now known as UNIMIX INDUSTRIAL CENTRE, No.2 Ng Fong Street, Kowloon, Hong Kong.

The Government Lease :-

- (a) Parties : Her Majesty Queen Elizabeth II of one part and Dodwell Motors Limited and Dodwell And Company Limited of the other part;
- (b) Date : 6th day of January 1970;
- (c) Term : 99 years less the last three days thereof commencing from the 1st day of July 1898, which term is extended until the 30th day of June 2047 pursuant to Section 6 of the New Territories Leases (Extension) Ordinance, Cap.150;
- (d) Lot Number : New Kowloon Inland Lot No.4899.

SECOND SCHEDULE

BRIEF PARTICULARS OF THE EXISTING TENANCIES AS AT 11th JUNE 2010

SECOND SCHEDULE

Unimix Industrial Centre BRIEF PARTICULARS OF THE EXISTING TENANCIES AS AT 11th JUNE 2010

No.	Floor	Unit	Tenants/Occupant	Lease Term	Document Status
1	G/F	A	Lam Tak Chuen	1-Dec-08	30-Nov-10 original
2	G/F	B	G L. Trading Co. Ltd.	18-Jul-08	17-Jul-10 original
3	G/F	C	Lam Tak Chuen	28-Aug-09	27-Aug-11 original
4	03	A1	Telwin Industrial Limited	1-Nov-09	31-Oct-10 original
5	03	A2	Unimix Limited	1-Nov-09	31-Oct-10 original
6	03	A3a	Shui Hing Textiles International Ltd	1-Sep-09	31-Aug-10 original
7	03	A3b	Unimix Limited	1-Nov-09	31-Oct-10 original
8	03	A4	Unimix Limited	1-Nov-09	31-Oct-10 original
9	04	A1	Unimix Limited	1-Nov-09	31-Oct-10 original
10	04	A4	Man Lee Trading Company Limited	1-Nov-09	31-Oct-10 original
11	04	A6	Chan Kwai Wah	5-Dec-09	4-Dec-11 original
12	05	Storeroom No. 3	Joint Effort Engineering Limited	1-Aug-09	31-Jul-11 original
13	05	A1	USI Properties Ltd.	14-Jan-10	13-Jan-11 original
14	05	A3	USI Holdings Ltd	1-Sep-09	31-Aug-10 original
15	05	B1	Ngai Cheung Productions Company	1-Sep-09	31-Aug-10 original
16	05	B2a	Joint Effort Engineering Limited	28-Oct-09	27-Oct-11 original
17	06	A2	Market Logistics (Hong Kong) Limited	5-Nov-09	4-Nov-11 original
18	06	A3	Market Logistics (Hong Kong) Limited	15-Nov-09	14-Nov-11 original
19	06	A4	Market Logistics (Hong Kong) Limited	15-Nov-09	14-Nov-11 original
20	06	B1	Hunderbo Ltd.	15-Dec-08	14-Dec-10 original
21	06	B2	Easy Won Trading Development Co Limited	10-Oct-08	9-Oct-10 original
22	07	A	Jannex Trading Ltd.	20-Mar-09	19-Mar-11 original
23	07	A4	Oriental Buying Services Limited	24-Oct-08	23-Oct-10 original
24	07	B1	Alto Supplies Company	12-Oct-09	11-Oct-11 original
25	07	B2	S.F. Systems (Group) Ltd.	26-May-09	25-May-11 original
26	07	B2a	Lighting Industrial Ltd.	1-Nov-09	31-Oct-11 original
27	07	B2b	Lee On Safe and Furniture Mfg. Co.	1-Apr-09	31-Mar-11 original
28	07	B2c	Sanesys Trading Company	1-Nov-09	31-Oct-11 original
29	08	Storeroom No. 3	Wing Tai Corporation Ltd	1-Nov-09	31-Oct-11 original
30	08	A1	Chan Wing Cheong	13-Aug-09	12-Aug-10 original
31	08	A2	Arcom Ltd.	15-Aug-09	14-Oct-11 original
32	08	B1	Golden Rich (Asia) Limited	17-Mar-10	16-Mar-12 original
33	08	B2	General Fair Limited	21-Nov-08	20-Nov-10 original
34	08	B3a	Fore Prosper Ltd.	1-Sep-09	31-Aug-10 original
35	08	B3b	Wing Tai Corporation Ltd	1-Nov-09	31-Oct-11 original
36	08	B4	Luen Hing Yu To Ltd	1-Jan-10	31 Dec-10 original
37	09	A1a	United Success International Ltd.	1-Nov-09	31-Oct-10 original
38	09	A1b	USI Properties Limited	14-Nov-09	13-Nov-10 original
39	09	A2	Long Harvest Logistics Co Limited and Transmatic Express Limited	16-Mar-10	15-Mar-12 original
40	09	B1	HK Waching Electronic (Group) Limited	28-Apr-10	19-Nov-10 original
	09	B2	HK Waching Electronic (Group) Limited	26-Mar-10	25-Sep-10 original
	09	B3	HK Waching Electronic (Group) Limited	20-Nov-08	19-Nov-10 original
			HK Waching Electronic (Group) Limited	20-Nov-08	19-Nov-10 original

No.	Floor	Unit	Tenants/ Occupant	Lease Term	Document Status
41	10	Storeroom No. 3	I.T. Textile Limited	17-Apr-10	16-Apr-13 copy
42	10	A	Teledvice Company Limited	7-Dec-09	6-Dec-12 original
43	10	B	I.T. Textile Limited	17-Apr-10	16-Apr-13 copy
44	11	Storeroom No. 3	Lau Wing Kwai	16-Dec-09	15-Dec-10 original
45	11	A1b	Hitiish Manufacturing Ltd.	1-Jan-10	31-Dec-11 original
46	11	A2	Hitiish Manufacturing Ltd.	1-Jan-10	31-Dec-11 original
47	11	A3	Hitiish Manufacturing Ltd.	1-Jan-10	31-Dec-11 original
48	11	B2	Wing Tai Corporation Ltd.	1-Nov-09	31-Oct-11 original
49	11	B3	Shun Hing Textiles International Ltd.	1-Dec-09	30-Nov-10 original
50	12	A1	Ticktock Graphic Equipment Co Ltd	15-Nov-12	15-Nov-12 original
51	12	A2	USJ Properties Ltd.	31-Aug-10	31-Aug-10 original
52	12	A3	M2 Laboratories Limited	6-Dec-08	5-Dec-10 original
53	12	B1	Mr Lau Kwok Chung	16-Mar-09	15-Mar-11 original
54	12	B1a	Honson Health Service Centre	15-Oct-08	14-Oct-10 original
55	12	B1b	Union Charm Development Ltd.	1-Sep-09	31-Aug-10 original
56	12	B1c	Reton International Limited	1-Oct-08	30-Sep-10 original
57	13	B2	Hang You Lian China Hong Kong International Logistics Limited	23-Mar-10	22-Mar-12 original
58	14	A&B	ZTE (H.K.) Ltd.	1-Aug-09	31-Jul-11 original
59	14	A1	Gold Mark (China) Ltd	16-Aug-09	15-Aug-11 original
60	14	A2a & A2b	Gold Mark (China) Ltd	16-Aug-09	15-Aug-11 original
61	14	A3	Polyfund Engineering Limited	16-Sep-08	15-Sep-10 original
62	14	B1a	Koek Yau Shing	22-Sep-08	21-Sep-10 original
63	14	B2	ZTE (H.K.) Ltd.	14-Jun-08	13-Jun-10 original
64	14	B3	Colmat Building Materials Supply Ltd.	12-Sep-08	11-Sep-10 original
65	15	B4	Asian Garments Limited	8-Mar-10	7-Mar-12 original
66	15	A1	Suit Way Co Ltd	11-Sep-08	10-Sep-10 original
67	15	A2	Kristall International Ltd.	16-Nov-09	15-Nov-11 original
68	15	A3	Kidulteam Limited	5-Nov-09	4-Nov-11 original
69	15	A4	Smartech Enterprise Company Limited	15-Apr-10	14-Apr-12 copy
70	15	A5	Pleasure Time Products (HK) Limited & Sun Pleasure Co. Limited	6-Mar-09	5-Mar-11 original
71	16	B3	HPC Technology International Limited	1-Sep-09	31-Aug-11 original
72	16	Storeroom No. 2	Paxar (China) Ltd.	1-Sep-09	31-Aug-11 original
73	16	Storeroom No. 3	Paxar (China) Ltd.	1-Sep-09	31-Aug-11 original
74	16	A&B	Paxar (China) Ltd.	1-Nov-09	31-Oct-11 original
75	18	Storeroom No. 2	Wing Tai Corporation Ltd.	3-May-10	2-Jul-10 original
76	18	A1	Fasti Advertising Production Limited	3-May-10	2-Jul-10 original
77	18	A2a	Fasti Advertising Production Limited	10-Oct-08	9-Oct-10 original
78	18	A3	Sourcez N Trendz (Hong Kong) Limited	1-Nov-09	31-Oct-11 original
79	19	B	Wing Tai Corporation Ltd.	1-Sep-08	31-Oct-11 original
80	20	A&B	Mission System Consultant Ltd	1-Jan-10	31-Dec-11 original
81	22	A&B and St No. 2 & 3	Paxar (China) Ltd.	1-Nov-09	31-Oct-11 original
82	22	A	Wing Tai Corporation Ltd	1-Oct-08	30-Sep-10 original
83	22	B1	E Solution Development (H.K.) Limited	1-Jun-10	31-May-12 copy
84	22	B2a	Security and Safety Limited	1-Sep-09	31-Aug-10 original
85	22	B2b	Wing Tai Corporation Ltd.	1-Apr-09	31-Mar-14 original
86	23	Storeroom No. 1	United Success International Limited	1-Apr-09	31-Mar-14 original
87	23	Storeroom No. 3	Peniel (Hong Kong) Ltd	1-Apr-09	31-Mar-14 original
88	23	A2	Peniel (Hong Kong) Ltd.	1-Apr-09	31-Mar-14 original

No.	Floor	Unit	Tenants/ Occupant	Lease Term	Document Status
86	23	B	Pentel (Hong Kong) Ltd	1-Apr-09	31-Mar-14 original
87	24	Store room No. 2	USI Holdings Ltd	1-Sep-09	31-Aug-10 original
88	24	Store room No. 3	Pleasure Time Products (HK) Ltd and Sun Pleasure Co. Ltd	15-Dec-09	14-Dec-11 original
89	24	Cable Duct Room, Licence	Unimix Limited	1-Sep-09	31-Aug-10 original
90	24	A	In Express-Sisters Group Limited	24-Jun-09	23-Jun-12 original
90	25	B	Pleasure Time Products (HK) Ltd and Sun Pleasure Co. Ltd	15-Dec-09	14-Dec-11 original
91	Ant. 1 (Antenna) & 23/F Store room No. 2	A& B	Unimix Limited	1-Nov-09	31-Oct-10 original
92	Ant. 3 (Antenna)		Smartone Mobile Communication	1-Jun-09	31-May-11 original
93	Ground Floor and Second Floor		PCCW Mobile Hong Kong Limited	1-Nov-08	31-Oct-10 original
94	Ground Floor and Second Floor		Unimix Exporters Limited	1-Jan-09	31-Dec-10 original
95	Ground Floor and Second Floor		Unimix Limited	1-Jan-09	31-Dec-10 original
96	Ground Floor and Second Floor		Mission System Consultant Limited	1-Jan-09	31-Dec-10 original
97	Car Parking Space No. P32	Second Floor	United Success International Limited	1-Jan-09	31-Dec-10 original
98	Car Parking Space No. P16	Second Floor	Wing Tai Corporation Limited	1-Jan-10	31-Oct-11 original
99	Car Parking Space No. U13	First Floor	Wing Tai Corporation Limited	1-Jan-10	31-Oct-11 original
			Wing Tai Corporation Limited	1-Jan-10	31-Oct-11 original

Schedule

Unimix Industrial Centre

No.	Floor	Unit		Tenants/ Occupant	Lease Term	Document Status
1	Ground	B		G.L. Trading Company Limited	18-Jul-10	17-Jul-12 internal proceeding
2	G/F	Storeroom No. 1	PTA	Tung Yiu China Cargo Co. Limited	1-May-10	30-Apr-12 not sign back from Licensee
3	03	B1		Winsor Storage Limited	4-May-10	3-May-12 internal proceeding
4	03	B2		Winsor Storage Limited	4-May-10	3-May-12 internal proceeding
5	05	A2	Licence	HK Waching Electronic (Group) Limited	11-Jun-10	19-Nov-10 not sign back from Licensee
6	05	A4	Licence	Winner Godown Limited	4-May-10	3-May-11 internal proceeding
7	05	B2b	Licence	Winner Godown Limited	4-May-10	3-May-11 internal proceeding
8	05	B3 & B4	Licence	Winner Godown Limited	4-May-10	3-May-11 internal proceeding
9	09	Storeroom No. 3	Licence	Lee, Ka Kui Edmund	1-Jan-10	31-Dec-10 not sign back from Licensee
10	11	B1		Mr. Lau Wing Kwai	16-Jun-10	15-Jun-12 not sign back from Tenant
11	14	Storeroom No. 2	Licence	Foundin Investments Limited	1-Jun-10	31-Aug-10 not sign back from Licensee
12	15	B2b	TA	Security and Safety Limited	1-Aug-10	31-Jul-12 not sign back from Knight & Ho
13	18	A1	TA	Fasi Advertising Production Limited	3-Jul-10	2-Jul-13 received from Knight & Ho, internal proceeding
14	18	A2a	TA	Fasi Advertising Production Limited	3-Jul-10	2-Jul-13 received from Knight & Ho, internal proceeding
15	20	Storeroom No. 1	Licence	Security and Safety Limited	1-Jun-10	5-Jan-11 internal proceeding
16	Ant. 4 (Antenna) & 17/F	Storeroom No. 2	Licence	China Mobile Hong Kong Company Limited	1-Jun-10	31-May-12 internal proceeding

THIRD SCHEDULE

STATEMENT OF MATTERS IN COMPLIANCE WITH SECTION 29B(1) OF THE STAMP DUTY ORDINANCE, CAP.117

- (a) Name and Address of the Vendor and of the Purchaser
See page 1 hereof.
- (b) Identification Number of the Vendor or the Purchaser
Not Applicable.
- (c) Business Registration Number of the Vendor or the Purchaser
The Vendor : Business Registration No.10260814
The Purchaser : Business Registration No.51762267
- (d) Description and Location of the Property
As referred to in the First Schedule hereto.
- (e) Statement as to user within Section 29A(1) of the Stamp Duty Ordinance
The Property is a non-residential property within the meanings of Section 29A(1) of the Stamp Duty Ordinance.
- (f) Date on which this Agreement for Sale was made
See page 1 hereof.
- (g) Date on which the first Agreement for Sale was made
10th June 2010
- (h) Date agreed for Conveyance on Sale
The date for Conveyance on Sale has been agreed to be on or before 30th November 2010
- (i) Consideration agreed
The parties have agreed the Consideration to be HK\$601,000,000.00
- (j) Any other consideration and details thereof (except legal expenses and agency fee)
Nil.
- (k) Knowledge of a Purchaser not executing this Agreement
Not Applicable.

AS WITNESS whereof the parties have executed this Agreement the day and year first above written.

SIGNED by **TING MON CHUNG**)
)
LUK CHI CHUNG PETER)
)
for and on behalf of the Vendor)
whose signatures are verified by :-)

For & on behalf of
UNIMIX PROPERTIES LIMITED
[Handwritten Signature]
Authorized Signatures

[Handwritten Signature]
Wong Kam Chuen
Solicitor, Hong Kong S.A.L.
KNIGHT & HO, Solicitors.

RECEIVED prior to the day and year first above)
written of and from the Purchaser **HONG KONG**)
DOLLARS TWENTY TWO MILLION ONLY being)
the initial deposit paid by the Purchaser to the Vendor)

HK\$22,000,000.00


For & on behalf of
UNIMIX PROPERTIES LIMITED
[Handwritten Signature]
Authorized Signatures
the Vendor

RECEIVED prior to the day and year first above)
written of and from the Purchaser **HONG KONG**)
DOLLARS SIXTY EIGHT MILLION ONE)
HUNDRED AND FIFTY THOUSAND ONLY being)
the further deposit paid by the Purchaser to the Vendor)

HK\$68,150,000.00

For & on behalf of
UNIMIX PROPERTIES LIMITED
[Handwritten Signature]
Authorized Signatures
the Vendor

SIGNED by Mr. Yu Cheuk Yi,)
its director)
for and on behalf of the Purchaser in)
the presence of/whose signature is)
verified by :-


Tong Gee Kit
Mayer Brown JSM
Solicitor, Hong Kong SAR

For and on behalf of
SUN WIN DEVELOPMENT LIMITED
曉勝發展有限公司

.....
Authorized Signature(s)

Dated the 23rd day of August 2010

UNIMIX PROPERTIES LIMITED

and

SUN WIN DEVELOPMENT LIMITED

A G R E E M E N T

for

Sale and Purchase

KNIGHT & HO
Solicitors & Notaries
Room 904B, 9th Floor,
Admiralty Centre, Tower 1,
18 Harcourt Road, Admiralty,
Hong Kong.

Ref : FH/49122/WKC