

THIS AGREEMENT is made the 21<sup>st</sup> day of July 2010

**BETWEEN**

- (1) LIBRO ESTATES LIMITED whose registered office is situate at 8<sup>th</sup> Floor, One Landmark East, 100 How Ming Street, Kwun Tong, Kowloon, Hong Kong (Business Registration No.06744470) (the "Vendor"); and
- (2) MANSION INDUSTRIES LIMITED ( 萬誠實業有限公司 ) whose registered office is situate at G/F – 12/F., Kai Bo Food Tower, 19-21 Wing Kin Road, Kwai Chung, New Territories, Hong Kong (Business Registration No.36786444) (the "Purchaser").

**IT IS AGREED** as follows :-

1. The Vendor shall sell and the Purchaser shall purchase the land described in Schedule 1 hereto (the "Property") subject to and with the benefit of the Government Lease thereof (the "Government Grant").
2. (a) The purchase price is in the sum of HONG KONG DOLLARS THREE HUNDRED AND FORTY EIGHT MILLION ONLY (HK\$348,000,000.00) (the "Purchase Price") which shall be paid and satisfied by the Purchaser to the Vendor in the following manner :
  - (1) HK\$10,000,000.00 being initial deposit and in part payment of the Purchase Price has been paid by the Purchaser to the Vendor's solicitors as stakeholders prior to the signing of this Agreement.
  - (2) HK\$24,800,000.00 being further deposit and in part payment of the Purchase Price shall be paid by the Purchaser to the Vendor's solicitors as stakeholders on or before the 16<sup>th</sup> day of July 2010.
  - (3) HK\$313,200,000.00 being balance of the Purchase Price shall be paid by the Purchaser to the Vendor on completion.
- (b) The deposits and part payments paid or payable under paragraphs (1) and (2) above has been paid and/or shall be paid to the Vendor's solicitors as stakeholders who may release the same to the Vendor provided that the balance of the Purchase Price is sufficient to discharge the Mortgage (as hereinafter defined).

- (c) In respect of each payment of the Purchase Price or any part thereof payable by the Purchaser hereunder, the Purchaser shall deliver to the Vendor either one or more cashier order(s) issued by a licensed bank in Hong Kong or one or more cheque(s) drawn on a licensed bank in Hong Kong issued by a firm of Solicitors in Hong Kong (“Solicitors’ cheque(s)”) for the relevant amount.
  - (d) The Vendor’s solicitors shall be entitled by giving the Purchaser or the Purchaser’s solicitors reasonable prior notice in writing to require the Purchaser or the Purchaser’s solicitors to split any payment hereunder and deliver to the Vendor’s solicitors one or more cashier order(s) and/or one or more Solicitors’ cheque(s) in favour of the Vendor, the existing mortgagee and the person(s) or party(ies) entitled to the same.
  - (e) The Purchaser shall not be deemed to have discharged the obligation to make payment hereunder unless in making such payment the Purchaser shall also comply with the provisions of this Clause.
3. (a) Completion shall take place at the head office of Messrs. Woo, Kwan, Lee & Lo, solicitors, at 25<sup>th</sup> Floor, Jardine House, 1 Connaught Place, Hong Kong on or before the 28<sup>th</sup> day of December 2010 (the “Completion Date”) between the hours of 9:30 a.m. and 5:00 p.m. when the balance of the Purchase Price shall be paid by the Purchaser in accordance with the provisions of this Agreement.
- (b) Completion shall take place by way of solicitors’ cross-undertakings in the form recommended from time to time by The Law Society of Hong Kong with such variations thereto as the solicitors for the Purchaser and the Vendor may reasonably agree. The Purchaser shall also accept the undertaking of the Vendor’s solicitors to send the discharge/ release of the existing charge/mortgage (the “Mortgage”) and other relevant documents to the Purchaser’s solicitors within 21 days after completion. The Purchaser agrees and undertakes that the Purchaser shall not request for formal completion.
4. (a) The Vendor declares that Messrs. Woo, Kwan, Lee & Lo are the Vendor’s agents for the purposes of receiving all monies payable to the Vendor pursuant to this Agreement including the balance of the Purchase Price payable upon completion of this Agreement. The Vendor further authorizes Messrs. Woo, Kwan, Lee & Lo to apply such amount of the purchase money as may be necessary in or towards redemption of the Mortgage.
- (b) The Vendor further declares that the payment to such agents of any deposit, instalments of the Purchase Price (if any) and the balance thereof shall be a full and sufficient discharge of the Purchaser’s obligations hereunder.
- (c) The Vendor may revoke the authority of the agents and appoint another solicitor as agents in their place. No such revocation shall be valid unless :-
- (i) it is in writing addressed to the Purchaser; and

- (ii) it is delivered to the Purchaser care of its solicitors at least seven clear days prior to completion; and
  - (iii) it specifically identifies this Agreement.
- 5. Time shall in every respect be of the essence of this Agreement.
- 6. The Vendor shall as beneficial owner assign its interests of and in the Property in accordance with the provisions of this Agreement.
- 7. (a) The Property is sold absolutely subject to the provisions contained in the Government Grant under which the Property is held from the Government and/or in so far as the Vendor's interest in the Property is a legal estate for the residue(s) of the term or respective terms of years for which the Property is held from the Government together with all rights or options of renewal (if any) contained in the Government Grant Subject to the payment of the due proportion of the Government rent and to the performance and observance of the provisions/Government lessee's covenants and conditions payable and to be performed and observed in respect of the same and also subject to and with the benefit of all easements (if any) all rights and rights of way (if any) relating to the Property. The Property shall be conveyed subject to all easements, rights, privileges and liabilities adversely or beneficially affecting the Property.
  - (b) (i) No error, omission or misstatement herein or in any plan furnished or any statement made in the course of the negotiations leading to the contract shall annul the sale or entitle the Purchaser to be discharged from the purchase.
  - (ii) Any such error, omission or misstatement shown to be material shall entitle the Purchaser to proper compensation, provided that the Purchaser shall not in any event be entitled to compensation for matters falling within Clause 8 hereof.
  - (iii) No immaterial error, omission or misstatement (including a mistake in any plan furnished for identification only) shall entitle either party to compensation.
  - (iv) Paragraph (i) of this sub-clause (b) 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.
  - (v) The Misrepresentation Ordinance Cap.284 applies to this Agreement.

8. (a) The Purchaser is fully aware that he is purchasing the Property in its present state and condition and shall not make any objection or requisition thereto or in connection therewith. The Property is and will be sold on an "as is" basis and in the physical state and condition as it stands and no warranty or representation whatsoever has been given or is made by the Vendor or its agents regarding the physical state and condition thereof or of the building of which the Property forms part (the "**Building**"). In particular and without limiting the generality of the foregoing, no warranty or representation is given or made by the Vendor or its agents 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;
  - (ii) the physical state and condition or the legality or the user of the Property or of the Building or of any structures or erections therein or thereto;
  - (iii) the area and boundary of the Property;
  - (iv) the composition of the Property or of the Building or the nature or manner of their construction.
- (b) The Purchaser agrees to purchase the Property notwithstanding the existence of any unauthorised building works or alterations of and in the Property and/or the existence of any notice or order and shall waive all requisitions or objection, and proof of good title by the Vendor in relation thereto.
- (c) Upon signing of the Provisional Agreement for Sale and Purchase No.SH2:01558 of the Property dated 25<sup>th</sup> June 2010 (the "**Provisional Agreement**"), the Purchaser is deemed to have full knowledge of the extent and the legal consequence of all matters mentioned in this Clause. This Clause shall survive completion of the sale and purchase herein and the covenants for title by the Vendor whether express or implied in the subsequent assignment shall be given by the Vendor subject to this Clause.
9. On completion, against the payment of the balance of the Purchase Price in manner aforesaid (or where the parties have agreed on any applicable undertakings following such payment as aforesaid and in compliance with the applicable undertakings), the Vendor will execute only a single assignment ("**Assignment**") subject as herein appears but otherwise free from all encumbrances to the Purchaser solely (or its nominee(s) provided that (i) all the shareholders and directors of the nominee(s) are same as those of the Purchaser; and (ii) the Purchaser shall, if required by the Vendor, execute a deed of guarantee in form and substance to the satisfaction of the Vendor guaranteeing the due performance and observance by the nominees(s) of all the terms and conditions contained in this Agreement), and not to any sub-purchaser or otherwise to any person other than the Purchaser itself or the aforesaid nominee(s). The Purchaser shall not be entitled, before completion, to sub-sell or otherwise dispose of the Property, or any part of it, or otherwise to dispose of any benefit of this Agreement or enter into any agreement so to do. The Purchaser shall not change or permit any change to its shareholding, whether legal or beneficial, prior to completion.

10. The rents and profits of the Property shall be received and all outgoings of the Property shall be discharged by the Vendor up to and inclusive of the Completion Date, and as from but exclusive of that day the rents and profits of the Property shall be received and all outgoings of the Property shall be discharged by the Purchaser. All such rents, profits and outgoings shall if necessary be apportioned between the Vendor and the Purchaser and provided that the apportionment account shall have been produced to the Purchaser's solicitors for verification at least five (5) business days before completion and being agreed (such verification and agreement not to be unreasonably withheld or delayed), such apportioned outgoings shall be paid on completion, otherwise the same shall be dealt with by way of usual solicitors' undertakings after completion.
11. Immediately after the signing of this Agreement, the Property shall as between the Vendor and the Purchaser be at the Purchaser's risk.
12. (a) Should the Purchaser (other than due to the default of the Vendor or as provided herein) fail to complete the purchase in accordance with the terms and conditions herein contained the Vendor may (without being obliged to tender an Assignment to the Purchaser) forthwith determine this Agreement by giving notice of termination in writing to the Purchaser or its solicitors to such effect and the Vendor shall be entitled to forfeit the initial and further deposits of the Purchase Price absolutely.  
  
(b) Upon determination or rescission of this Agreement pursuant to any provision herein, the Vendor may resell the Property either as a whole or in lots and either by public auction or by tender or by private contract or partly by one and partly by the other(s) of such methods subject to such stipulations as to title or otherwise as the Vendor may think fit and any increase in price on resale shall belong to the Vendor. Without prejudice to the Vendor's right to recover the actual loss which may flow from the Purchaser's breach of this Agreement, on such resale any deficiency in price shall be made good and all reasonable expenses attending such resale or any attempted resale shall be borne by the Purchaser and such deficiency and expenses shall be recoverable by the Vendor as and for damages. This Clause shall not preclude or be deemed to preclude the Vendor from taking other steps or remedies to enforce the Vendor's rights hereunder or otherwise or prevent the Vendor from recovering damages representing interest paid or lost by it by reason of the Purchaser's failure. On the exercise of the Vendor's right to determine or rescind this Agreement pursuant to any provision herein, the Vendor shall have the right, if this Agreement shall have been registered at the Land Registry to register at the Land Registry an instrument signed by the Vendor alone evidencing such determination or rescission as aforesaid of the sale of the Property and to vacate the registration of this Agreement. Upon registration of such an instrument in the Land Registry, a tenant, purchaser, mortgagee or any other person dealing with the Vendor shall not be bound to see or enquire whether the Vendor was entitled to determine or rescind this Agreement and so far as regards the safety and protection of such tenant, purchaser or mortgagee or any other person this

Agreement shall be deemed to have been duly terminated and the remedy (if any) of the Purchaser shall be against the Vendor in damages only.

13. In the event of the Vendor (other than due to the default or failure of the Purchaser or save as provided herein) failing to complete the sale of the Property in accordance with the terms and conditions hereof, the Purchaser shall be entitled to the immediate return of the initial and further deposits paid hereunder without prejudice to any other right to recover from the Vendor damages as may be suffered by the Purchaser arising from such breach by the Vendor.
14. Nothing in this Agreement shall be so construed as to prevent either the Vendor or the Purchaser from bringing an action and obtaining a decree for specific performance of this Agreement either in lieu of the aforesaid damages or in addition to such damages as the party bringing such action may have sustained by reason of the breach by the other party to this Agreement and it shall not be necessary for the Purchaser to tender an Assignment to the Vendor for execution before bringing such action for specific performance.
15. (a) The Vendor shall give title to the Property in accordance with Section 13A of the Conveyancing and Property Ordinance (Cap.219). The Vendor shall, in accordance with Section 13 of the Conveyancing and Property Ordinance (Cap.219), prove his title to the Property at the Vendor's own expense and shall at the like expense make and furnish to the Purchaser such certified or attested copies of any deeds or documents of title, wills and matters of public record as may be necessary to prove such title. The costs of verifying the title by inspection and examination, including search fees, shall be borne by the Purchaser who shall also, if the Purchaser requires certified or attested copies of any documents in the Vendor's possession relating to other premises retained by the Vendor as well as to the Property pay the costs of such certified or attested copies.  
  
(b) Notwithstanding the provisions relating to the production of title deeds and documents of title in accordance with the Conveyancing and Property Ordinance (Cap.219) and anything herein contained or otherwise implied to the contrary, it is hereby expressly agreed :-
  - (i) that for the purpose of enabling the Purchaser to approve and raise requisition on or objection to title to the Property and for the purpose of proof of title and delivery of title deeds and documents of title to the Purchaser on Completion by the Vendor, delivery to the Purchaser or his solicitors of photocopies of title deeds or documents of title in respect thereof by the Vendor shall be sufficient save and except those title deeds and documents which relate exclusively to the Property, provided the Vendor's solicitors give an undertaking to the Purchaser's solicitors to furnish certified copies of the said title deeds within 30 days after the date of Completion;

- (ii) for the avoidance of doubt, provided that the Vendor complies with sub-clause (b)(i) of this Clause 15, the failure by the Vendor to furnish certified copies of the said title deeds and documents of title to the Purchaser on Completion shall not by itself be a ground relied on by the Purchaser either to postpone the Completion or to rescind this Agreement or be treated as or constitute inability, default or failure on the part of the Vendor to complete the sale and purchase in accordance with the terms of this Agreement.
16. (a) 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 seven (7) business days after the date of receipt by the Purchaser's solicitors of the title deeds otherwise the same shall be considered as waived (in which respect time shall be of the essence of this Agreement).
- (b) If the Purchaser shall make and insist on any objection or requisition in respect of the title conveyance or any matter appearing on the title deeds or particulars or conditions or otherwise of the Property 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 or if the title of the Vendor shall be defective, the Vendor shall notwithstanding any previous negotiation or litigation be at liberty on giving to the Purchaser or his solicitors not less than five (5) business days' notice in writing to annul the sale in which case, unless the objection or requisition shall have been in the meantime withdrawn by the Purchaser or the same shall have been removed or complied with by the Vendor, the sale shall at the expiration of the notice be annulled the Purchaser being in that event entitled to a return of all the said deposit or deposits but without interest (if that return is made within 7 days), costs or compensation. In the event that the sale is annulled pursuant to any provision herein, the Vendor shall have the right, if this Agreement shall have been registered at the Land Registry, to register at the Land Registry an instrument signed by the Vendor alone evidencing that the sale of the Property has been annulled as aforesaid and to vacate the registration of this Agreement. Upon registration of such an instrument at the Land Registry, a tenant, purchaser, mortgagee or any other person dealing with the Vendor shall not be bound to see or enquire whether the Vendor was entitled to determine or rescind this Agreement and so far as regards the safety and protection of such tenant, purchaser or mortgagee or any other person this Agreement shall be deemed to have been duly terminated and the remedy (if any) of the Purchaser shall be against the Vendor in damages only.
17. Such of the title deeds in the possession of the Vendor as are required for the purpose of giving title to the Property in accordance with Section 13A of the Conveyancing and Property Ordinance (Cap.219) will be delivered to the Purchaser. All other title deeds and documents in the possession of the Vendor will be retained by him and he will, if required on Completion, give to the Purchaser a covenant for production and delivery of certified or attested copies and for safe custody thereof to be prepared by and at the expense of the Purchaser.

18. (a) The Property is sold subject to the existing tenancies as per Schedule 2 hereto (the "Tenancies").
- (b) Subject to sub-clause (c) below, the Vendor shall transfer to the Purchaser the rental deposits, the management fee deposits and the water deposits (if any) (less any deduction which may be made by the Vendor pursuant to the terms of the existing tenancy agreements (the "Tenancy Agreements")) paid by the respective tenants to the Vendor under the Tenancy Agreements within 14 business days after completion on condition that the Vendor, the Purchaser and the respective tenants shall have entered into a Memorandum in substantially the form appearing in Annexure I hereto or, if any of the respective tenant(s) shall have failed to enter into such Memorandum, the Purchaser shall have executed and delivered to the Vendor or the Vendor's solicitors an Indemnity in substantially the form appearing in Annexure II hereto.
- (c) If any bank guarantee is provided by the respective tenant in support of any part of the rental deposit, the management fee deposit and the water deposit (if any), the Purchaser may on completion subject to the terms of the bank guarantee obtain at its own cost and expense an assignment or transfer of the Vendor's rights and benefits of the bank guarantee to the Purchaser and in which event, if so required by the Purchaser, the Vendor shall use its reasonable endeavour to assist the Purchaser.
- (d) The Vendor also hereby expressly excepts and reserves unto the Vendor the right, after as well as before completion, to claim from the tenants all arrears of rents and other moneys due and owing under the Tenancy Agreements (the "Arrears") up to and inclusive of the Completion Date and all damages in respect of any breach of Tenancy Agreements before completion. The Purchaser shall, if so requested by the Vendor, assign to the Vendor the right to sue for, recover and retain the Arrears and other moneys due to the Vendor by each relevant tenant as at completion. The Purchaser irrevocably covenants that the Purchaser shall immediately account and pay to the Vendor all sums and monies received by the Purchaser from any of the tenants in discharging that part of the Arrears that is due from such tenant. The benefit of the entire provisions of this Clause shall survive completion of the sale and purchase of the Property and a clause to such effect shall if so required by the Vendor be incorporated into the Assignment of the Property.
- (e) The Vendor agrees that upon confirmation of acceptance of title of the Property in writing by the Purchaser and production of evidence proving good financial credibility of the Purchaser to the reasonable satisfaction of the Vendor, the Vendor shall at the written request of the Purchaser exercise the sale and redevelopment clause (if any) in the relevant Tenancy Agreements provided that the Purchaser shall indemnify and keep the Vendor indemnified against all losses damages costs expenses actions claims and demands incurred suffered or sustained by the Vendor arising out of or in connection with or resulting from the



Vendor's exercise of such sale and redevelopment clause as aforesaid. This Clause shall survive completion of the sale and purchase of the Property

- (f) The Vendor undertakes to deliver the original Tenancy Agreements duly stamped within 7 business days after the date of completion.
19. (a) The Property is now subject to the Mortgage and the Vendor shall at its own cost and expenses discharge the Property from the Mortgage on or before completion to the intent the Property shall be sold free from the Mortgage.
- (b) In the event that the Release/Discharge of the Mortgage shall be executed/signed by the Mortgagee's/Legal Chargee's attorney and the relevant Power of Attorney came into operation more than 12 months from the date of the relevant Release/Discharge, the Vendor shall procure a written confirmation from the Mortgagee/Legal Chargee as to the non-revocation of the relevant Power of Attorney.
20. The Purchaser hereby confirms and warrants that it and its ultimate beneficial owner(s) and controller(s) are not connected or otherwise associated with Sun Win Development Limited (the purchaser which has agreed to purchase another property from Unimix Properties Limited, a wholly-owned subsidiary of Winsor Properties Holdings Limited ("Winsor") (an indirect holding company of the Vendor, the shares of which are listed on The Stock Exchange of Hong Kong Limited) on 10 June 2010, further details of such transaction having been disclosed in the announcement dated 10 June 2010 issued by Winsor), or its ultimate beneficial owner(s) or controller(s).
21. The Purchaser hereby further confirms and warrants that it and its ultimate beneficial owner(s) and controller(s) are not connected persons (as defined in Rule 1.01 of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "Listing Rules"), as expanded by Rule 14A.11) of either Winsor or Wing Tai Properties Limited ("Wing Tai") (a holding company of Winsor, the shares of which are listed on The Stock Exchange of Hong Kong Limited).
22. (a) Each of the Vendor and the Purchaser hereby agrees and acknowledges that the transaction contemplated under this Agreement is subject to and conditional upon the approval by: (i) the shareholders of Winsor; and (ii) the shareholders of Wing Tai, in each case, if so required under any legal or regulatory requirements (including the Listing Rules or other requirements of The Stock Exchange of Hong Kong Limited).
- (b) The conditions in this Clause 22 may be waived in writing by the Vendor if so elected by it. For the avoidance of doubt, none of the conditions in this Clause 22 may be waived by the Purchaser.
- (c) The Purchaser shall provide such assistance and co-operation (including but not limited to providing information relating to it and its beneficial owners, and such other relevant information) to the Vendor as may be requested by the Vendor, in

connection with the fulfilment by Winsor and/or Wing Tai of the requirements under the Listing Rules or other requirements of The Stock Exchange of Hong Kong Limited, and in connection with the obtaining of the approvals referred to in sub-Clause (a) above.

- (d) In the event that the approval by (i) the shareholders of Winsor, and/or (ii) the shareholders of Wing Tai mentioned in sub-Clause (a) above, if so required under any legal or regulatory requirements (including the Listing Rules or other requirements of The Stock Exchange of Hong Kong Limited), cannot be obtained within 7 business days before the Completion Date (or such longer period as the Vendor and the Purchaser may agree), unless the relevant condition is waived by the Vendor pursuant to sub-Clause (b) above, this Agreement shall terminate and shall be of no further effect and no party to this Agreement shall have any claim against or liability or obligation to the other parties, except as provided in sub-Clause (e) below and except for antecedent breaches hereof. In the event of such termination : (A) the Vendor shall refund all deposits received without interest to the Purchaser within 7 business days from the date of written demand by the Purchaser; (B) each of the Purchaser and the Vendor shall be released from their respective obligations under this Agreement save for any antecedent breaches; and (C) if this Agreement and/or the Provisional Agreement shall have been registered at the Land Registry, the Vendor shall be entitled to register at the Land Registry an instrument signed by the Vendor alone evidencing that the sale of the Property has been annulled as aforesaid and to vacate the registration of such agreement(s), and on the signing of the said instrument by the Vendor, the Purchaser shall be deemed to have been divested of any interest in the Property under this Agreement and the Provisional Agreement.
- (e) Notwithstanding any reference to termination of this Agreement above, Clauses 20, 21, 23, 24, 27, 29 and 30 of this Agreement and this Clause 22 shall continue to apply.
23. Each party shall pay his own solicitors' costs and disbursements of and incidental to the preparation, approval, completion and registration of this Agreement and the subsequent Assignment of the Property.
24. All stamp duties and registration fees on this Agreement and such other agreement(s) for sale made between the same parties hereto and on the same terms (if any) as defined in the Stamp Duty Ordinance Cap.117 and the subsequent Assignment shall be paid by the Purchaser. In the event of the consideration stated in the Assignment being not accepted by the Collector of Stamp Revenue as representing the true value of the Property, the excess or additional stamp duty charged in accordance with his valuation of the Property and the additional Land Registry registration fees (if any) payable on the Agreement and/or the Assignment shall be borne and paid by the Purchaser solely. The Purchaser shall indemnify the Vendor and keep the Vendor fully indemnified from and against all claims, damages, losses, costs and expenses whatsoever which the Vendor may suffer incur or sustain as a result of or relating to the breach of this Clause

by the Purchaser. This Clause shall survive completion of the sale and purchase of the Property.

25. The parties hereto hereby declare that they fully understand and acknowledge that the date of this Agreement or the date of the subsequent Assignment (which date will be filled in the Questionnaire Form 112 for stamping purpose of the Assignment of the Property completed pursuant to this Agreement) will be the date upon which the valuation of the Property under Section 27 of the Stamp Duty Ordinance Cap.117 is to be made.
26. Each party hereto hereby warrants and represents to and undertakes with the other that the information specified in Schedule 3 hereto is in all respects accurate insofar as within the knowledge of such party.
27. Any notice, request or other communication given by or on behalf of any party hereto pursuant to or in connection with this Agreement shall be deemed to have been validly given if addressed to the party to whom the notice is given or such party's solicitors. Any such notice, request or other communication, if addressed to the party to whom it is given at such party's address in Hong Kong herein mentioned or such other address in Hong Kong as may from time to time be notified in writing by such party to the other party or his solicitors, or if addressed to the solicitors of such party at its office address, shall be deemed to have been validly given :-
  - (a) if delivered personally, at the time of such delivery; and
  - (b) if sent by letter postage prepaid, one business day after the date of posting.
28. Notwithstanding anything herein provided, if the Completion Date for the sale and purchase of the Property and/or any of the date(s) stipulated for payment herein shall fall on a day which is not a business day (defined as a day (other than a Saturday or Sunday or public holiday) on which banks are open for general business in Hong Kong) or shall fall on a day on which typhoon signal No.8 or above or black rainstorm warning is hoisted in Hong Kong at any time between 9:30 a.m. to 5:00 p.m. such date or dates for completion or payment (as the case may be) shall automatically be postponed to the next business day or such next succeeding business day on which no typhoon signal No.8 or above or black rainstorm warning is hoisted (as the case may be).
29. This Agreement sets out the full agreement between the parties hereto and supersedes any other commitments, agreements, warranties or understandings, written or verbal, that the parties hereto may have had with respect to the subject matter of this Agreement.
30. It is hereby declared that (if the context permits or requires) the singular number shall include the plural and the masculine feminine and neuter genders shall include the others of them.

31. (a) The Vendor gives no warranty and has no knowledge whatsoever as to whether or not the Property is included in or affected by any lay-out plans (draft or approved) or any other plans prepared under the Town Planning Ordinance (Cap.131).
- (b) The Vendor hereby declares that he has not received any notice or order from the Government under the Lands Resumption Ordinance (Cap.124) or the Mass Transit Railway (Land Resumption and Related Provisions) Ordinance (Cap.276) or any form of notice or order of a similar nature under any other Ordinances relating to the resumption of the Property.
- (c) The Vendor undertakes to notify the Purchaser forthwith in writing upon receipt of any such notice or order.
32. The Vendor shall not after the signing hereof further let, further lease, assign, further charge or further mortgage the Property or any part thereof or enter into any agreement so to do without the prior written consent of the Purchaser (such consent not to be unreasonably withheld or delayed).
33. The Vendor hereby declares and confirms that the Vendor named herein is the sole legal and beneficial owner of the Property subject to the Mortgage and the existing tenancies and lettings thereof.

In Witness Whereof the parties hereto have duly executed this Agreement the day and year first above written.

**SCHEDULE 1**

**The Property**

ALL THAT piece or parcel of ground registered in the Land Registry as KWAI CHUNG TOWN LOT NO.342 TOGETHER with the messuages erections and buildings thereon now known as "LUCKY INDUSTRIAL BUILDING", Nos.18-24 Kwai Hei Street, Kwai Chung, New Territories, Hong Kong.

**SCHEDULE 2**

**The Tenancies referred to in Clause 18 hereof**

Lucky Ind Bldg

Tenancy Particular as at 30/6/2010

No.	Floor	Tenants/ Occupant	Lense Term		document status
			From	To	
1	1A	Tochu Logistics (HK) Limited	1-Mar-10	30-Apr-13	original
2	1B	Goodbo (H.K.) Limited	1-Aug-08	31-Jul-10	original
3	2AB	Tolam (Sino-HK) Trading Co. Ltd.	1-Apr-10	31-Mar-12	original
4	3AB	Tolam (Sino-HK) Trading Co. Ltd.	10-Feb-10	9-Feb-12	original
5	4A	Kaga (HK) Electronics Limited	28-Feb-10	27-Feb-13	original
6	4B	Tochu Logistics (HK) Limited	1-Mar-10	30-Apr-13	same TA as Unit A, 1st Floor
7	5A	East Link Transportation Logistics Ltd.	1-Sep-09	31-Aug-11	original
8	5B	Dah Chong Hong, Limited	3-Mar-10	2-Mar-12	original
9	6AB	Tolam (Sino-HK) Trading Co. Ltd.	1-Nov-08	31-Oct-10	original
10	7A	Webber & Nickel (Int'l) Co. Ltd.	1-Aug-09	31-Jul-11	original
11	7B	Signeo Design International Limited	1-Sep-09	31-Aug-11	original
12	8AB	TEPG Pte. Ltd	5-Aug-09	4-Aug-11	original
13	9A	Goodbo (H.K.) Ltd.	1-Aug-09	31-Jul-12	original
14	9B	Goodbo (H.K.) Ltd.	10-Oct-09	9-Oct-12	original
15	10AB	Super Gainer Holdings Limited	1-Apr-09	31-Mar-12	original
16	11A	Tolam (Sino-HK) Trading Company Limited	1-Mar-10	29-Feb-12	original
17	11B	Twin Wealth Biotech Limited	1-Sep-09	31-Aug-12	original
18	12AB	Tolam (Sino-HK) Trading Co. Ltd.	1-Nov-08	31-Oct-10	original
19	13A	Asia Pacific Catering Corporation Ltd.	14-Jul-08	13-Jul-10	original, together with the right in use car park 13, Ground Floor
20	13B	Tai Zeus International Limited	1-Jan-09	31-Dec-10	original
21	14A	S.C.S. Hong Kong Limited	18-Jan-10	17-Jan-12	original
22	14B	East Link Transportation Logistics Limited	17-May-10	16-May-12	Woo Swan stamping
23	Reel-Top-Annular- -sheet				

### SCHEDULE 3

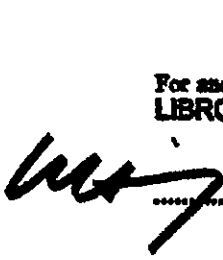
#### Information referred to in Clause 26 hereof

- (a) The name, address and the Identification Number/the Business Registration Number of the Vendor: see page 1.
- (b) The name, address and the Identification Number/the Business Registration Number of the Purchaser : see page 1.
- (c) The description and location of the Property : see Schedule 1.
- (d) The Property comprises non-residential property within the meanings of Section 29A(1) of the Stamp Duty Ordinance (Cap.117);
- (e) The date of this Agreement : see page 1.
- (f) The date of any preceding unwritten/written agreement for sale made between the same parties on the same terms : Nil.
- (g) The date for completing the conveyance on sale pursuant to this Agreement : see Clause 3.
- (h) The consideration for the conveyance on sale that is to, or may, take place pursuant to this Agreement : see Clause 2.
- (i) The Purchaser hereby declares that to the best of the Purchaser's knowledge other than the purchase price payable to the Vendor as herein mentioned the following consideration (except legal cost and genuine estate agent commission) has been paid or given, or has been agreed to be paid or given by the Purchaser to the person described below for or in connection with this Agreement or any conveyance on sale pursuant to this Agreement :-
  - (i) amount or value of consideration : Nil
  - (ii) name, address and identification number/business registration number of the person receiving or to receive such consideration : Nil
  - (iii) description of the benefit to which such consideration relates : Nil
- (j) The Vendor hereby declares that to the best of the Vendor's knowledge, other than the purchase price payable to the Vendor as herein mentioned the following consideration (except legal cost and genuine estate agent commission) has been paid or given, or has been agreed to be paid or given by the Vendor, to the person described below for or in connection with this Agreement or any conveyance on sale pursuant to this Agreement :-
  - (i) amount or value of consideration : Nil
  - (ii) name, address and identification number/business registration number of the person receiving or to receive such consideration : Nil
  - (iii) description of the benefit to which such consideration relates : Nil



The Vendor

SIGNED by **TING MUN CHUNG** )  
**LUK CHI CHUNG PETER** )  
for and on behalf of the Vendor ~~in the~~ )  
~~presence of /~~ whose signature(s) is/are )  
verified by :- )


For and on behalf of  
**LIBRO ESTATES LIMITED**  
  
.....  
*Authorized Signatures*

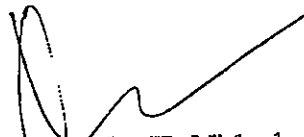
  
CHAN WAI YEE, DORA  
Solicitor, Hong Kong SAR  
Woo, Kwan, Lee & Lo

**The Purchaser**

SIGNED by *Kam Hin Ngai*, )  
 )  
*its sole director* )  
 )  
for and on behalf of the Purchaser in the )  
 )  
presence of / whose signature(s) is/are )  
 )  
verified by :- )

For and on behalf of  
MANSION INDUSTRIES LIMITED  
萬誠業有限公司

  
.....  
Authorized Signature(s)

  
Kam Ming Ho Michael  
Clerk to Messrs. Wat & Co.  
Solicitors, Hong Kong, SAR

I hereby verify the signature  
of Kam Ming Ho Michael:-

  
KENNETH C. T. CHAN  
陳智榮  
Solicitor, Hong Kong SAR  
Wat & Co. Solicitors

ANNEXURE 1

Dated the                      day of                      2010

AND

AND

\*\*\*\*\*

MEMORANDUM

\*\*\*\*\*

WOO, KWAN, LEE & LO,  
SOLICITORS,  
25TH FLOOR, JARDINE HOUSE,  
NO.1 CONNAUGHT PLACE,  
CENTRAL, HONG KONG.

Document#Memorandum/  
DC/vc

THIS MEMORANDUM is made the day of 2010

BETWEEN

(1) [\*]  
("the Vendor")

(2) [\*]  
("the Purchaser")

AND

(3) [\*]  
("the Tenant")

WHEREAS :-

1. By a Tenancy Agreement dated [\*] ("the Tenancy Agreement") made between the Vendor and the Tenant All Those the premises briefly described in the SCHEDULE hereto ("the Property") were let by the Vendor to the Tenant upon the terms and conditions respectively therein contained and a sum of HONG KONG DOLLARS [\*] ONLY (HK\$[\*]) ("the Deposit") was paid by the Tenant to the Vendor as deposit thereunder.

2. By an Assignment dated [\*] and made between the Vendor and the Purchaser, the Property was assigned by the Vendor to the Purchaser subject to (inter alia) the Tenancy Agreement, and upon the completion of the said sale and purchase the Purchaser became the Landlord of the Tenant by operation of law.

NOW IT IS AGREED as follows :-

1. The Tenant hereby consents and authorises the Vendor to transfer the Deposit (less any amount or amounts which may be deducted by the Vendor therefrom pursuant to the terms of the Tenancy Agreement in respect of any loss, damages, costs or expenses which may be

sustained by the Vendor as a result of any non-observance or non-performance by the Tenant of any of the terms of the Tenancy Agreement) to the Purchaser to be held and retained by the Purchaser as deposit in accordance with the terms of the Tenancy Agreement.

2. The Tenant hereby agrees that upon such transfer of the Deposit (less any deduction as aforesaid) the Vendor shall be absolutely discharged from the Vendor's obligations under the Tenancy Agreement to refund the same or any part thereof to the Tenant at the expiration or sooner determination of the term under the Tenancy Agreement, and the Tenant hereby further agrees to waive all the Tenant's rights and claims under the Tenancy Agreement against the Vendor in respect of the Deposit (less any deduction as aforesaid) upon such transfer being made as aforesaid.

3. The Tenant hereby undertakes and agrees with the Purchaser to observe and perform all the terms and conditions contained in the Tenancy Agreement and on his part to be observed and performed.

4. The Purchaser hereby agrees that the Purchaser will hold and refund the Deposit (less any deduction as aforesaid) to the Tenant (subject to the Purchaser's right of deduction contained in the Tenancy Agreement) in accordance with the terms of the Tenancy Agreement.

SCHEDULE

SIGNED by )  
 )  
 )  
 )  
 for and on behalf of the Vendor )  
 )  
 whose signature(s) is/are verified by/ )  
 )  
 in the presence of :- )

SIGNED by )  
 )  
 )  
 )  
 for and on behalf of the Purchaser )  
 )  
 whose signature(s) is/are verified by/ )  
 )  
 in the presence of :- )

SIGNED by the Tenant in the )  
 )  
presence of :- )

or

SIGNED by )  
 )  
 )  
 )  
for and on behalf of the Tenant )  
 )  
whose signature(s) is/are verified by/ )  
 )  
in the presence of :- )





Dated the 21<sup>st</sup> day of July 2010

LIBRO ESTATES LIMITED

AND

MANSION INDUSTRIES LIMITED

\*\*\*\*\*

AGREEMENT

for Sale and Purchase

\*\*\*\*\*

WOO, KWAN, LEE & LO,  
SOLICITORS,  
25<sup>TH</sup> FLOOR, JARDINE HOUSE,  
NO.1 CONNAUGHT PLACE,  
CENTRAL, HONG KONG.

Document#Agreement/R30980130/DC