

FABULOUS NEW LIMITED

c/o 23/F Wheelock House, 20 Pedder Street, Central, Hong Kong

BINDING OFFER

To: **OMNILINK ASSETS LIMITED** (BVI Registration No.: 1902998) (the “Vendor”)
care of Suites 5710-5713
Two International Finance Centre
8 Finance Street
Central, Hong Kong

Attn: Board of Directors

HONG KONG INTERNATIONAL CONSTRUCTION INVESTMENT MANAGEMENT GROUP CO., LIMITED (Stock Code: 687)(the “Vendor Guarantor”)

care of Suites 5710-5713
Two International Finance Centre
8 Finance Street
Central, Hong Kong

Attn: Board of Directors

From : **FABULOUS NEW LIMITED** (the “Purchaser”)
care of Wheelock Properties (Hong Kong) Limited
5/F, Wheelock House
20 Pedder Street
Central, Hong Kong

WHEELOCK PROPERTIES LIMITED 會德豐地產有限公司 (Hong Kong Company No.: 0000490) (the “Purchaser Guarantor”, together with the Vendor, the Vendor Guarantor and the Purchaser, the “Parties” and each a “Party”)

23/F, Wheelock House
20 Pedder Street
Central, Hong Kong

Date : 8 March 2018

Binding Offer

The Purchaser offers to acquire the Shares and the Shareholder Loans (each as defined below) on a fair, clean and simple basis with the following key terms:

1. the Vendor will be responsible for all costs related to or in connection with the Development (as defined below) incurred before closing of the Transaction (as defined below) (the “**Closing**”);
2. the Purchaser will pay the Purchase Price (as defined below) and (where applicable) the payment under paragraph 6 only and shall bear no other obligations or liabilities; and
3. Closing is subject to satisfaction and/or waiver of all Conditions Precedents (as defined below).

This Binding Offer sets out the terms of the transactions contemplated herein (the “**Transaction**”) as follows.

1. **Target Group** : **Onwards Asia Limited (BVI Registration No.: 1897107)** (the “**Target**”), a company incorporated in the British Virgin Islands having its registered office at Commence Chambers, P.O. Box 2208, Road Town, Tortola, British Virgin Islands.

The Target is a direct wholly-owned subsidiary of the Vendor.

Top Genius Holdings Limited (Hong Kong Company No.: 2459097) (the “**Target Subsidiary**”), a company incorporated in Hong Kong, with its registered office situated at 20/F, One Island South, 2 Heung Yip Road, Wong Chuk Hang, Hong Kong.

The Target Subsidiary is a direct wholly-owned subsidiary of the Target. The Target and the Target Subsidiary are together known as the “**Target Group**”.

2. **Property** : The development under construction on New Kowloon Inland Lot No. 6564 (the development is referred to as the “**Development**” and the land is referred to as the “**Lot**” and the Lot and the Development are together referred to as the “**Property**”).
3. **Transaction** : **Fabulous New Limited** and/or one or more of its affiliate(s) or associate(s) designated by it (the “**Purchaser**”) agree(s) to purchase from the Vendor and the Vendor agrees to sell to the Purchaser all issued shares in the Target and shareholder loans owing by any and all members of the Target Group to the Vendor (such issued shares are referred to as the “**Shares**” and the shareholder loans are referred to as the “**Shareholder Loans**”).
4. **Purchase Price** : The purchase price for the Shares and the Shareholder Loans (the “**Purchase Price**”) shall be HK\$6,359,155,000.

In view of the tax implications on the Purchaser due to the fact that the Purchase Price is higher than the original acquisition price of the Property and such excess may not be tax deductible, the Vendor shall use its best endeavours to procure that all

properly incurred expenses by the Target Group will be reflected in its accounts.

5. Terms of Payment

(a) Earnest Money

Upon the signing of this Binding Offer, the Purchaser shall deliver to the Vendor's solicitors (who shall hold the same subject to paragraphs 5(d) and 5(e)) a cashier order in the sum of HK\$500,000,000.00 in favour of the Vendor (or its nominee) (the "**Earnest Money**").

(b) Return of Earnest Money

If any of the warranties set out in paragraphs 1, 2 and 6(A) of the Schedule herein is not true or accurate or is misleading in any respect, the Purchaser may by written notice to the Vendor terminate this Binding Offer. Following such termination, the Earnest Money shall be returned to the Purchaser within three (3) business days from the date of such written notice. If no such termination is elected within three (3) days from the expiry of the DD Period (as defined below), the Purchaser shall continue to proceed with the Transaction.

(c) Effect of this Binding Offer

If for any reason the SPA (as defined below) has not been executed by the Vendor and the Purchaser in accordance with paragraph 15, the Parties shall continue to perform and complete the transaction as stipulated in and in accordance with, and on the terms of, this Binding Offer.

(d) Application of Earnest Money

Upon signing of a legally binding long form agreement for sale and purchase of the Shares and the Shareholder Loans (such long form agreement, if executed by all parties thereto, is referred to as (the "**SPA**")) or on 29 March 2018, whichever is earlier, the Earnest Money shall be applied towards the payment of the Deposit (as defined below) in accordance with the SPA or paragraph 5(e) below (as the case may be).

(e) Payment of Deposit

A deposit equal to 20% of the Purchase Price (the "**Deposit**") shall be paid by the Purchaser upon the signing of the SPA or on 29 March 2018, whichever is earlier. If any of the Conditions Precedent (as defined below) are not satisfied or waived in accordance with

the terms of this Binding Offer or (as the case may be) the SPA by 30 June 2018 (the “**Long Stop Date**”) or if it is demonstrated by the Purchaser that any of the warranties set out in paragraphs 1, 2 and 6(A) of the Schedule hereto is not true or accurate or is misleading in any respect as at Closing, the Purchaser shall be entitled to terminate the SPA or (as the case may be) this Binding Offer and the Vendor and the Purchaser shall within three (3) business days give joint instructions to the Escrow Agent (as defined below) to refund the Deposit in full (together with any interests accrued thereon) to the Purchaser subject to the terms of the Escrow Agreement (as defined below).

The Deposit shall be paid by the Purchaser to the Vendor which sum shall be paid to DBS Bank (Hong Kong) Limited as the escrow agent to be jointly appointed by the Purchaser and the Vendor (the “**Escrow Agent**”) and shall be held by the Escrow Agent subject to an escrow agreement to be entered into by the Purchaser, the Vendor and the Escrow Agent (the “**Escrow Agreement**”).

Upon signing of the Escrow Agreement, the Vendor shall instruct and procure the Vendor’s solicitors to deposit the Earnest Money with the Escrow Agent to be held by it subject to the terms of the Escrow Agreement.

(f) Balance of the Purchase Price

At Closing, the Purchaser shall pay to the Vendor the Purchase Price less the Deposit (the “**Remaining Balance**”) which shall be satisfied and deemed to be fully satisfied by the Purchaser paying:

- (aa) such sum in Hong Kong dollars out of the Remaining Balance as the Vendor may notify the Purchaser prior to Closing, to Shanghai Commercial Bank Limited (the “**Bank**”) for the repayment and discharge of the indebtedness owing by the Target Subsidiary to the Bank and other lenders (if any) upon Closing (such amount shall be confirmed by the Bank in writing and notified by the Vendor to the Purchaser at least 5 (five) business days prior to Closing (the “**Bank Indebtedness**”); and
- (bb) the Remaining Balance (after deducting the Bank Indebtedness, the Vendor’s obligations under paragraph 10 and (where applicable) the Pro Forma Net Liabilities Payment (as defined below)) to the Vendor by way of cashier order or

CHATS or telegraphic transfer to a bank account designated by the Vendor, in such case details of such bank account shall be provided by the Vendor to the Purchaser at least five (5) business days prior to Closing.

Upon Closing, the Vendor and the Purchaser shall give joint instructions to the Escrow Agent to release the Deposit in full (together with any interests accrued thereon) to the Vendor subject to the terms of the Escrow Agreement.

6. NAV Payment : (a) Pro Forma Closing Accounts

The Vendor shall prepare pro forma closing accounts of the Target Group as of Closing on a consolidated basis and on the basis of the principles set out in subparagraph (c) below with the projections made on information available as at the date of its preparation (the "**Pro Forma Closing Accounts**"), which shall be delivered to the Purchaser within reasonable time before Closing.

In the event that the amount of the net assets value of the Target Group (the "NAV") as set forth in the Pro Forma Closing Accounts is positive, the Purchaser shall pay such sum to the Vendor on Closing (the "**Pro Forma Net Assets Payment**"). In the event that the amount of the NAV as set forth in the Pro Forma Closing Accounts is negative (i.e. net liabilities), the Vendor shall pay such absolute value of the amount of the net liabilities to the Purchaser on Closing (the "**Pro Forma Net Liabilities Payment**"), which shall be deducted from the Remaining Balance as set out in paragraph 5(f)(bb) above.

(b) Closing Accounts

The Vendor shall prepare closing accounts of the Target Group as of Closing on a consolidated basis and on the basis of the principles set out in subparagraph (c) below, which shall be delivered to the Purchaser within 60 days from Closing (or such later date as may be agreed by the Vendor and the Purchaser) and which shall have been audited by an independent accounting firm to be agreed by the Vendor and the Purchaser (the costs of the independent accounting firm shall be borne in equal shares by the Vendor and the Purchaser) (the "**Closing Accounts**").

In the event that the NAV as set forth in the Closing Accounts differs from the NAV as set forth in the Pro

Forma Closing Accounts, payment by the Vendor or (as the case may be) the Purchaser shall be adjusted accordingly and shall be made within 5 business days from the date of delivery of the Closing Accounts.

(c) Accounting principles

For the purpose of the preparation of the Pro Forma Closing Accounts and the Closing Accounts, the following shall not be reckoned as liabilities or assets on the part of the Target Group:

- (i) the value of the Property;
- (ii) the Shareholder Loans;
- (iii) such amount which has been deducted from the Remaining Balance pursuant to paragraph 5(f)(bb) in respect of the Vendor's obligations under paragraph 10;
- (iv) unamortised balance of prepaid development expenses and accounts receivable (if any);
- (v) deferred tax liabilities (if any); and
- (vi) deferred tax asset (if any).

7. Default by either Parties : (a)

Following the signing of this Binding Offer, in case of default by any Party and in addition to the rights contained in this Binding Offer, the defaulting Party will be responsible to compensate the non-defaulting Parties for any loss and damage arising from the default and/or the non-defaulting Parties may obtain an order for specific performance of this Binding Offer.

(b) Without prejudice to the other rights and remedies of the Purchaser, if Closing does not take place as a result of default by the Vendor on the ground that any of the warranties set out in paragraphs 1, 2 and 6(A) of the Schedule hereto is not true or accurate or is misleading in any respect as at Closing, the Vendor shall forthwith (i) instruct the Escrow Agent to refund the Deposit (if any) in full and/or return the Earnest Money (as the case may be) (each together with any interests accrued thereon) to the Purchaser in accordance with the terms of the Escrow Agreement; and (ii) pay to the Purchaser an additional amount equal to the Deposit as liquidated damages.

(c) Without prejudice to the other rights and remedies of the Vendor, if Closing does not take place as a result of

default by the Purchaser in payment of the Remaining Balance, the Vendor shall be entitled to retain the Deposit in full and/or the Earnest Money (as the case may be) (each together with any interests accrued thereon) as liquidated damages and the Purchaser shall forthwith instruct the Escrow Agent to release the Deposit (if any) in full and/or the Earnest Money (as the case may be) (each together with any interests accrued thereon) to the Vendor in accordance with the terms of the Escrow Agreement.

8. Tax Indemnity : The Vendor shall provide a tax indemnity for tax liabilities (including any penalty, charges, fines or other liabilities incidental or relating to tax liabilities) falling on the Target Group resulting from profits, transactions or events earned, entered into or occurred before Closing in such form and subject to such other terms and conditions as are customary to transactions of a similar nature. For the avoidance of doubt, the indemnity shall not include the tax implications on the Purchaser referred to in paragraph 4.

9. Existing Contracts : (a) Without prejudice to the Vendor's and/or any member of the Target Group's right to suspend third parties' work pending Closing with respect to any existing contracts, agreements, arrangements, commitments or undertakings entered into by the Target Group (the "**Existing Contracts**") at any time prior to Closing (provided that the Vendor shall provide information on the work done up to the date of suspension to the Purchaser as soon as the Vendor receives such information from the other contracting party(ies) for the purpose of the Purchaser's negotiations with the other contracting party(ies) regarding the continuation of the Existing Contracts and where no information is available, or the information provided is not, to the reasonable satisfaction of the Purchaser, the Purchaser reserves the right to at its own costs engage independent professional party(ies) to assess the amount of work done up to the date of suspension), the Purchaser shall have the right to decide the continuation of the Existing Contracts and shall have the right to request the Target Group to terminate, at the Vendor's own costs and expense, any of the Existing Contracts and upon such request by the Purchaser which shall be given within three (3) business days after signing of the SPA or on 29 March 2018, whichever is earlier, the Vendor and the Vendor Guarantor shall, at the Vendor's own costs and expense, procure termination of the same as soon as reasonably practicable. The Vendor shall deliver to the Purchaser documents in writing signed by the respective parties to the relevant Existing Contracts evidencing the due termination of such Existing Contracts. To the

extent that any of the Vendor's liabilities for the costs and expenses in respect of the termination of any of the Existing Contracts have been reckoned as liabilities of the Target Group in the Closing Accounts and have been taken into account in calculating the NAV payment under paragraph 6(b), the Vendor shall not be under any further obligations in respect of such costs and expenses under this sub-paragraph (a). Notwithstanding anything to the contrary in this Binding Offer, if any costs and expenses are incurred by the Target Group under any of the Existing Contracts after the signing of the Binding Offer up to Closing for work done at the written request of the Purchaser, such costs and expenses shall be borne by the Purchaser.

- (b) In respect of the termination of any Existing Contracts as contemplated under this paragraph, the Vendor shall be responsible at its own costs and expenses for all the associated obligations, costs, compensation, expenses, payment of whatever form arising from and/or in connection with such termination of the Existing Contract(s) and the Vendor agrees to indemnify the Purchaser in respect of any claim, demands, compensation, costs, expenses, obligations or liabilities as a result of such termination.
- (c) At all times after Closing, the Purchaser shall procure the Target Group to continue to engage Tysan Foundation Geotechnical Limited ("**Tysan**"), and the Vendor shall procure Tysan, to carry out the foundation work in respect of the Development under the existing foundation contract between the Target Group and Tysan (the "**Existing Foundation Contract**"); provided that the Vendor shall have procured that the terms of the Existing Foundation Contract be amended on or before the Closing to give effect to the following:
 - (i) the foundation work under the Existing Foundation Contract (the "**Existing Foundation Work**") will be carried out on a Lump Sum Basis (as defined below) rather than the existing re-measurement basis with effect from Closing or such earlier time the Vendor and the Purchaser agrees;
 - (ii) the Existing Foundation Work shall be suspended as soon as reasonably practicable after the date of this Binding Offer and there will be no further claims for loss and expenses, additional preliminaries or idling costs by Tysan under the Existing Foundation Contract from the date of this Binding Offer up to and including 15 July

2018;

- (iii) the total consideration for the remaining foundation work under the Existing Foundation Contract after Closing shall be HK\$240,000,000 and shall be borne by the Target Group after Closing;
- (iv) any additional or variation work outside the existing scope of the Existing Foundation Contract as may be required by the Purchaser after Closing will be charged by Tysan at 20% discount to the unit rates and item prices as set out in the Bills of Quantities stipulated under the Existing Foundation Contract in addition to the fee stipulated under sub-paragraph (iii) above. For the avoidance of doubt, any minor change to the foundation design and the corresponding piling foundation (bored pile, driven H-pile and socket-H-pile), excavation and lateral support system, pile caps, tie strap beams, ground beams and basement slabs which has not commenced on or before the Closing shall not constitute an addition or variation work e.g. the shift of location of piling foundation which has not commenced on or before the Closing shall not constitute an addition or variation work; and
- (v) Tysan shall not claim against the Target Group for amending the Existing Foundation Contract including the reduction of total consideration as referred to sub-paragraph (iii) above.

For the purpose of the above, “**Lump Sum Basis**” shall mean the carrying out of the piling foundation (bored pile, driven H-pile and socket-H-pile), excavation and lateral support system, pile caps, tie strap beams, ground beams and basement slabs on Tysan’s design by adopting the nominated engineer’s design for the Development and other works according to the contract documents and specifications for the Development under which the Existing Foundation Work is based; and the completion time stipulated therein will be extended accordingly by the period of suspension of work as referred to in sub-paragraph (ii) above.

The Vendor shall procure Tysan to adopt and accept all drawings prepared by the relevant architects and engineers under the Existing Foundation Contract as approved by the Buildings Department.

The Parties agree that the Vendor shall be responsible for, and

shall fully and effectually indemnify the Purchaser and the Target Group from and against, the amount of any and all claims and liabilities in connection with the Existing Foundation Contract on or before the date of Closing, unless such claims or liabilities arise as a result of the acts or omissions of the Purchaser or the Target Subsidiary after Closing.

**10. Vendor's
Obligation**

: The Vendor will be fully responsible for all costs and expenses related to or in connection with the Development and all obligations incurred before Closing including but not limited to the following items, to the extent that such payment obligations are not yet paid by the Target Group as at Closing:

- (i) bank loan interest;
- (ii) foundation costs at not less than HK\$112.18 million (which amount includes amounts that have previously been paid); and
- (iii) professional fees (including but not limited to architects, engineers, surveyors, solicitors and any other consultants) at not less than HK\$20.00 million (which amount includes amounts that have previously been paid).

For the avoidance of doubt, the Vendor shall ensure that foundation costs and professional fees of not less than HK\$132.18 million shall be booked and accounted for in the Closing Accounts.

Provided that at Closing the Vendor shall provide receipts or documentary evidence of due payment or settlement of all costs related to or in connection with the Development incurred up to Closing.

Any portion of the abovementioned costs which has not been paid or accounted for shall be deducted from the Remaining Balance under paragraph 5(f).

For the avoidance of doubt, if there are any costs related to or in connection with the Development which are incurred before Closing but the invoice(s) or demand note(s) of which are issued after Closing, the Vendor shall be responsible for payment of the same in full.

11. Guarantee

: Hong Kong International Construction Investment Management Group Co., Limited (stock code: 687), being the beneficial owner of the entire issued share capital of the Vendor and as the Vendor Guarantor, hereby irrevocably and unconditionally guarantees the due, proper and punctual performance of the obligations of the Vendor under this Binding Offer and the SPA.

Wheelock Properties Limited 會德豐地產有限公司, being the indirect beneficial owner of the entire issued share capital of the Purchaser and as the Purchaser Guarantor, hereby irrevocably and unconditionally guarantees the due, proper and punctual performance of the obligations of the Purchaser under this Binding Offer and the SPA.

- 12. Due Diligence** : The Purchaser and its Representatives (as defined below) shall be allowed, during the period starting from the business day following the day on which the Vendor signs this Binding Offer and ending on the expiry of a period of seven (7) business days after the day on which the Vendor signs this Binding Offer (the aforesaid period is referred to as the “**DD Period**”), to inspect for due diligence purpose matters pertinent to the Transaction (the “**Due Diligence**”). The Vendor shall, and shall cause the Target Group to, provide, during the DD Period, all reasonable access during normal business hours to the Purchaser and its Representatives to all title deeds and documents in relation to the Property and (to the extent the same are in the possession of the Vendor and/or the Target Group) all other relevant documents, books and records of the Target Group and to the Property.
- 13. Conditions Precedent** : Closing is conditional upon the following conditions (the “**Conditions Precedent**”) being satisfied (or waived by the Purchaser in the case of the Condition Precedent set out in sub-paragraph (a) below) on or before the Long Stop Date:
- (a) there being no encumbrances over the Shares, the Shareholder Loans or the Property (or any part thereof) save and except the existing security created in favour of the Bank (the “**Existing Security**”) which shall be released upon Closing;
 - (b) compliance with all applicable notification, announcement, shareholders’ approval and other requirements under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited relating to this Binding Offer and the Transaction by the Vendor Guarantor; and
 - (c) compliance with all applicable notification, announcement, and other requirements under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited relating to this Binding Offer and the Transaction by the holding company of the Purchaser (where applicable).

The Vendor shall use its best endeavours to procure the satisfaction of all the Conditions Precedent set out in sub-paragraphs (a) and (b) above on or before the Long Stop Date. The Purchaser shall use its best endeavours to procure the satisfaction of the Condition Precedent set out in sub-paragraph

(c) above on or before the Long Stop Date.

If any of the Conditions Precedent are not satisfied or waived by the Purchaser (as allowed above) on or before the Long Stop Date or if it is demonstrated by the Purchaser that any of the warranties set out in paragraphs 1, 2 and 6(A) of the Schedule hereto is not true or accurate or is misleading in any respect as at Closing, the Purchaser may by written notice to the Vendor terminate this Binding Offer or the SPA (if any) (as the case may be) whereupon the Vendor shall, within three (3) business days from the date of such notice, instruct the Escrow Agent to refund the Deposit (if any) in full and/or return the Earnest Money (as the case may be) (each together with any interests accrued thereon) to the Purchaser in accordance with the terms of the Escrow Agreement.

If any of the Conditions Precedent set out in sub-paragraphs (b) and (c) above is not satisfied on or before the Long Stop Date, the Vendor may by written notice to the Purchaser terminate this Binding Offer or the SPA (if any) (as the case may be) whereupon the Vendor shall, within three (3) business days from the date of such notice, instruct the Escrow Agent to refund the Deposit (if any) in full and/or return the Earnest Money (as the case may be) (each together with any interests accrued thereon) to the Purchaser in accordance with the terms of the Escrow Agreement.

- 14. Condition Subsequent** : Within 5 business days after Closing, the Vendor shall deliver to the Purchaser the original deed(s) of release(s) or discharge(s) of the Existing Security, duly executed and attested, together with the memorial(s) thereof duly completed and signed by the solicitor who prepared the same and together with the signed Form(s) NM2 for filing with the Hong Kong Companies Registry, and such other documentary evidence to the reasonable satisfaction of the Purchaser in accordance with customary practice to prove the due execution of the said deed(s) of release(s) or discharge(s).
- 15. SPA Signing** : Subject to both of the warranties set out in paragraphs 1, 2 and 6(A) of the Schedule hereto remaining true, accurate and not misleading in any respect, each of the Parties undertakes with the others that it shall, within the DD Period, enter into the SPA in respect of the Transaction that:
- (a) reflects and gives full effect to the terms set out in this Binding Offer;
 - (b) contains such other terms and conditions as the Parties may agree; and
 - (c) contains such other representations, warranties, undertakings, limitation of liabilities and other terms as

are usual in a transaction of a similar nature.

- 16. Representations and Warranties** : Each of the Vendor and the Vendor Guarantor hereby represents to the Purchaser such representations and warranties as set out in the Schedule hereto.
- 17. Undertakings** : Each of the Vendor and the Vendor Guarantor hereby undertakes to:
- (a) obtain all consents, approvals and/or authorisations of banks, financial institutions, relevant third parties, Government or regulatory authorities on the part of the Vendor and/or the Target Group which are necessary in connection with the transfer of the Shares and the assignment of the Shareholder Loans under this Binding Offer, and if subject to conditions, on such conditions reasonably acceptable to the Purchaser, and such consents, approvals and authorisation remaining in full force and effect and not being revoked before Closing; and
 - (b) procure that there will not be any amount owing by any member of the Target Group to the Vendor or any of its affiliates other than the Shareholder Loans as at Closing.
- 18. Closing** : Closing is to take place within three (3) business days after all the Conditions Precedent have been satisfied or waived by the Purchaser (as allowed above) on or before the Long Stop Date and subject to both of the warranties set out in paragraphs 1, 2 and 6(A) of the Schedule hereto remaining true, accurate and not misleading in any respect. The target date for Closing should be on or before 16 May 2018 (or such other date as may be agreed by the Vendor and Purchaser).
- 19. Termination** : This Binding Offer shall terminate upon whichever is the earlier of the following:
- (a) the termination of this Binding Offer in accordance with the provisions herein; and
 - (b) the SPA having been entered into between the Parties (including the Purchaser and the Vendor).
- 20. Binding Effect** : This Binding Offer shall constitute legally binding obligations of the Parties.
- 21. Governing Law** : This Binding Offer shall be governed by, and construed in accordance with, the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and the Parties hereby irrevocably submit to the

non-exclusive jurisdiction of the courts of Hong Kong.

22. Confidentiality : Each Party agrees to keep strictly secret and confidential and under no circumstances to disclose to any person or entity which is not a party hereto or an affiliate thereof, the terms of this Binding Offer, the fact that the Purchaser and the Vendor are in discussion of the Transaction, all proprietary, confidential and any information relating to the other Parties and/or its affiliate obtained from the other Parties and/or its Representatives (as defined below) (and, in the case of the Purchaser, shall include all of the due diligence investigation information received from the other Parties and/or its Representatives) and the transactions and arrangements contemplated under, and the terms and conditions of, this Binding Offer, the SPA and/or any other ancillary transaction documents (collectively, the “**Confidential Information**”, provided that the term “Confidential Information” shall not include any portions of such information that become generally available to the public, other than as a result of disclosure by any Parties or any of its Representatives in violation of this Binding Offer), except:

- (a) disclosure of the Confidential Information is to such Party's affiliates or professional advisors, or to the respective directors, officers, employees, representatives or agents (collectively, “**Representatives**”) of the foregoing persons and entities, each on a need-to-know basis, on condition that the same confidentiality undertaking as set out herein is imposed on such persons and entities; or
- (b) expressly permitted by prior written consent of the other Parties; or
- (c) disclosure of the Confidential Information is required by laws or by the rules of any securities exchange or supervisory or regulatory or governmental body which are binding on any Parties or any of its affiliates provided always that prior to such disclosure of the Confidential Information, the Parties concerned shall (where lawful and feasible) promptly notify the other Parties of such requirement and shall (where lawful and feasible) consult with the other Parties and (where lawful and feasible) give due consideration to the other Parties' reasonable comments before complying with such requirement.

23. Publicity : No announcement or circular in connection with the existence, the terms or the subject matter of this Binding Offer, the SPA and/or any other ancillary transaction documents shall be made or issued by or on behalf of any Parties (or any of its affiliates) without the prior written consent of the other Party which shall not be unreasonably withheld or delayed. This shall not affect

any announcement or circular required by laws or by the rules of any securities exchange or supervisory or regulatory or governmental body which are binding on any Party (or any of its affiliates), but the Party (or any of its affiliates) with an obligation to make an announcement or issue a circular shall notify the other Party where lawful and feasible before complying with such an obligation.

- 24. **Costs** : The Parties shall be responsible for their respective costs and expenses in relation to this Binding Offer and the Transaction.
- 25. **Contracts (Rights of Third Parties) Ordinance** : Notwithstanding that a term of this Binding Offer purports to confer a benefit on any person who is not a party to this Binding Offer, a person who is not a party to this Binding Offer shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce or enjoy the benefit of any provisions of this Binding Offer.
- 26. **No assignment** : None of the Parties may assign or transfer any of their rights or obligations under this Binding Offer without the prior written consent of the other Parties.
- 27. **Further Assurance** : Each of the Parties shall, and shall use its reasonable endeavours to procure and ensure that any necessary third party shall, from time to time execute such documents and perform such acts and things as any of the other Parties may reasonably require to give full effect to the Transaction and to give each of them the full benefit of this Binding Offer.

Schedule

1. The Target Subsidiary is the registered and the sole legal and beneficial owner of the Property and is able to prove and give good title to the Property in accordance with section 13 and section 13A of the Conveyancing and Property Ordinance (Cap. 219, Laws of Hong Kong) free from all encumbrances upon Closing and with vacant possession.
2. The Vendor's title to the Shares and the Shareholder Loans is in order and free from all encumbrances.
3. There is no compulsory acquisition or notice, demand, direction or order of intended resumption and acquisition by the Government or any other competent authority affecting the Property or any part thereof or otherwise adversely affecting the Property or any part thereof.
4. There is no breach or non-compliance of any of the terms and conditions of the Government Grant relating to the Property (the "**Government Grant**").
5. The Shares and the Shareholder Loans
 - (A) The Vendor is the sole legal and beneficial owner of the Shares (constituting all of the issued shares of the Target) all of which shares are fully paid up and is entitled to sell and transfer (or cause to sell and transfer) the full legal and beneficial ownership of the same to the Purchaser free from encumbrances.
 - (B) The Shares comprise all of the issued shares of the Target and all of them are fully paid up. The Shares are validly allotted in accordance with the laws of the British Virgin Islands and the Target's memorandum and articles of association.
 - (C) Subject to existing financing arrangements related to the Property and the security in relation to it, there is no agreement or commitment outstanding which calls for the transfer, allotment or issue of or accords to any person the right to call for the transfer, allotment or issue of any shares or debentures in any member of the Target Group or any securities convertible into shares in the member of the Target Group.
 - (D) All Shares or other securities of the Target are free from and unaffected by any encumbrances as at Closing.
6. Target Subsidiary
 - (A) The Target is the sole legal and beneficial owner of all of the issued shares of the Target Subsidiary all of which shares are fully paid.
 - (B) All the issued shares of the Target Subsidiary are validly allotted in accordance with the laws of Hong Kong and the Target Subsidiary's articles of association.
 - (C) All shares or other securities of the Target Subsidiary are free from and unaffected by any encumbrances upon Closing.

- (D) Except for its shareholding in the Target Subsidiary, the Target has no shareholding or other equity interest in any other company, partnership, firm or entity (whether limited or unlimited and whether incorporated in Hong Kong or elsewhere).

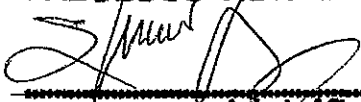
7. The Property

- (A) The Target Subsidiary has exclusive possession to the Property. The Target Subsidiary has not disposed of or contracted to dispose of its interest in the Property (or any part thereof) and the Property is held free from any lease, sub-lease, tenancy, licence or right of occupation, rent charge, exception, reservation, right, interest, easement, quasi-easement or privilege (or agreement for any of the same) in favour of a third party.
 - (B) No member of the Target Group has applied to the Government to vary or modify any terms of the Government Grant or applied for any waiver of the conditions thereunder.
 - (C) There is no compulsory acquisition or notice, demand, direction or order of intended resumption and acquisition by the Government or any other competent authority affecting the Property or any part thereof.
 - (D) There is no material breach or non-compliance with the terms and conditions of the Government Grant relating to the Property.
 - (E) There is no civil, criminal, arbitration, administrative or other proceeding concerning the Property and, so far as the Vendor or any member of the Target Group is aware after making all reasonable internal enquiries, none are pending or threatened.
 - (F) There is no outstanding judgment, order decree, arbitral award or decision of a court, tribunal, arbitrator or governmental agency affecting the Property.
 - (G) The Government Grant is legally valid and subsisting and enforceable under the laws of Hong Kong. All land premium, rent or other liabilities outstanding on or money payable relating to the Property under the Government Grant have been fully paid when due and will be duly paid up to the Closing and, as at the date of this Binding Offer, neither the Vendor nor any member of the Target Group has received any notice, order or other form of written communication in connection with any circumstances which would entitle or require the government or any person or competent authority or department or agency to exercise any powers of entry or taking possession of the Property or any part thereof and the covenants, terms and conditions (whether positive or negative in nature) relating to or governing any part of the Property have been duly observed and performed in accordance with the terms of such covenants terms and conditions.
 - (H) The Property comprises the sole immovable property owned by the Target Group.
8. Each member of the Target Group is validly incorporated and existing under the law of its place of incorporation.

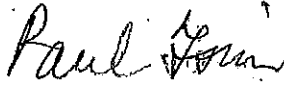
9. The Target has not carried out any material business activity other than the holding of the shares in the Target Subsidiary since its incorporation.
10. The Target Subsidiary has not carried out any material business other than holding of the Property and ancillary business activities, including, without limitation development, since its incorporation.
11. No order has been made no resolution has been passed and no meeting has been convened for the winding up of each of the Vendor, the Vendor Guarantor and each member of the Target Group and there are no proceedings under any applicable insolvency laws to which any of the Vendor, the Vendor Guarantor or any member of the Target Group is a party.
12. To the knowledge of the Vendor after making all reasonable internal enquiries, no petition has been presented for the winding up of each of the Vendor, the Vendor Guarantor and each member of the Target Group.
13. No receiver, liquidator or similar official has been appointed in any jurisdiction in respect of the whole or any part of the business or assets of the Vendor, the Vendor Guarantor or any member of the Target Group.
14. No member of the Target Group is engaged in any litigation, arbitration or other dispute resolution process or administrative or criminal proceedings, whether as claimant, defendant or otherwise. To the knowledge of the Vendor after making all reasonable internal enquiries, there is no fact or circumstance which may reasonably be expected to give rise to any litigation, arbitration, other dispute resolution process or administrative or criminal proceedings against any member of the Target Group.
15. The management accounts of the Target Subsidiary for the month ended 31 January 2018 provided to the Purchaser prior to the signing of this Binding Offer have been prepared in accordance with accounting policies that are consistent with Hong Kong Financial Reporting Standards and with generally accepted accounting principles and practice consistently applied in Hong Kong and give a true and fair view, in all material respects, of the state of affairs of the Target Subsidiary and of its results and profits for the month ended on 31 January 2018.

For and on behalf of
Fabulous New Limited

For and on behalf of
FABULOUS NEW LIMITED



Authorized Signature(s)
Leung Chi Kin
Date : 8 March 2018



Tsui Yiu Cheung

For and on behalf of
Omnilink Assets Limited



Authorized Signature
Mu Xianyi
Date : 8 March 2018

For and on behalf of
Hong Kong International Construction Investment Management Group Co., Limited



Authorized Signature
Mu Xianyi
Date : 8 March 2018

For and on behalf of
Wheelock Properties Limited

For and on behalf of
WHELOCK PROPERTIES LIMITED
(會德豐地產有限公司)



Authorized Signature(s)
Leung Chi Kin Tsui Yiu Cheung
Date : 8 March 2018

