

**THIS AGREEMENT** is dated as of 14th day of July, 2017 and is made

**BETWEEN:**

- (1) **NICEMATE INVESTMENTS LIMITED**, a company incorporated in Hong Kong having its registered office at 3rd Floor, Wah Shing Centre, 5 Fung Yip Street, Chai Wan, Hong Kong (“**Vendor 1**”);
- (2) **JESSICA PUBLICATIONS (BVI) LIMITED**, a company incorporated in the British Virgin Islands having its registered office at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (“**Vendor 2**”);
- (3) **WIN GAIN INVESTMENTS LIMITED**, a company incorporated in the British Virgin Islands having its registered office at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (“**Vendor 3**”);
- (4) **ACE MARKET INVESTMENTS LIMITED**, a company incorporated in the British Virgin Islands having its registered office at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (“**Vendor 4**”); and
- (5) **TEK LEE FINANCE AND INVESTMENT CORPORATION LIMITED**, a company incorporated in Hong Kong having its registered office at 28th Floor, Bank of China Tower, 1 Garden Road, Central, Hong Kong (“**Vendor 5**”, together with Vendor 1, Vendor 2, Vendor 3 and Vendor 4, the “**Vendors**” and any one of them the “**Vendor**”); and
- (6) **PERFECT MIND VENTURES LIMITED**, a company incorporated in the British Virgin Islands having its registered office at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110 (the “**Purchaser**”).

**WHEREAS:**

- (A) By the sale and purchase agreement in respect of the entire issued share capital of Perfect Riches, Super Bellax, Great Ready, Jade Fountain and Super Giant dated 31 March 2017 entered into among the Vendors and the Purchaser (“**Sale and Purchase Agreement**”), the Vendors have agreed to sell and the Purchaser has agreed to purchase the Sale Shares on and subject to the terms and conditions of the Sale and Purchase Agreement.
- (B) The parties to the Sale and Purchase Agreement have agreed to terminate the Sale and Purchase Agreement pursuant to the terms and conditions of this Agreement.
- (C) Vendor 1, Vendor 2, Vendor 3, Vendor 4 and the Purchaser intend to sign a new sale and purchase agreement in respect of the sale and purchase of the entire issued share capital of Perfect Riches, Super Bellax, Great Ready and Jade Fountain (the “**New Agreement**”) in terms substantially the same as the terms of the sale and purchase of the Media Sale Shares under the Sale and Purchase Agreement to replace the Sale and Purchase Agreement save and except for the payment terms of the Media Consideration (before adjustment) and the arrangement of the Reorganisation.

- (D) The parties to the New Agreement have agreed to enter into the New Agreement immediately after the signing of this Agreement.

**NOW IT IS HEREBY AGREED as follows:**

**1. Definitions and interpretation**

In this Agreement (including the Recitals hereto), the terms defined or to which respective meanings are ascribed in the Sale and Purchase Agreement shall have the same meanings when used in this Agreement.

**2. Termination of the Sale and Purchase Agreement**

- 2.1 Save as provided in Clauses 2.2, 2.2A, 2.3 and 2.4 below, each party to this Agreement hereby irrevocably and unconditionally agrees that the Sale and Purchase Agreement shall terminate and cease to have effect on and with effect from the date hereof once the New Agreement, which shall be entered into immediately after the signing of this Agreement, has been signed by Vendor 1, Vendor 2, Vendor 3, Vendor 4 and the Purchaser.
- 2.2.2 Notwithstanding the termination of the Sale and Purchase Agreement, Clauses 3.4 and 14, 15 and 18 of the Sale and Purchase Agreement shall survive after the termination thereof.
- 2.2A Save as provided in Clauses 2.3 and 2.4 below, each party to this Agreement hereby releases and discharges the other parties from all their obligations duties and liabilities (whether accrued before the date hereof or otherwise) whatsoever under the Sale and Purchase Agreement and from all actions, proceedings, claims, demands, damages, costs and expenses arising from such obligations duties and liabilities.
- 2.3 Clause 3.4 of the Sale and Purchase Agreement shall remain effective until Vendor 1, Vendor 2, Vendor 3, Vendor 4 and the Purchaser have entered into the New Agreement in the form set out in the Schedule hereto which provides, among others, that, upon the signing of the New Agreement, the deposit and part payment of HK\$10,000,000 and the second payment of HK\$5,000,000 as referred to in Clause 3.3 of the Sale and Purchase Agreement previously paid under the Sale and Purchase Agreement, which would otherwise be refundable under Clause 3.4 of the Sale and Purchase Agreement upon termination thereof, shall immediately be applied to settle and regarded as payment for the consideration for the transactions contemplated under the New Agreement of HK\$15,000,000 (before adjustment thereto (if any) pursuant to the New Agreement) in full.
- 2.4 Termination of the Sale and Purchase Agreement shall not relieve any of the Vendors or the Purchaser from antecedent breach (if any) of the Sale and Purchase Agreement prior to the date of this Agreement.

**3. Miscellaneous**

- 3.1 Each party to this Agreement shall pay its own costs and expenses (including legal fees) incurred in connection with the preparation, negotiation, execution and

performance of this Agreement.

- 3.2 This Agreement may be executed in any number of counterparts, and by the parties hereto on separate counterparts, but shall not be effective until each party hereto has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument.

**4. Governing law and jurisdiction**

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong. The parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong in relation to any proceedings arising out of or in connection with this Agreement.

**IN WITNESS WHEREOF** this Agreement has been executed on the day and year first above written.

## **Schedule**



**DATED: 2017**

**NICEMATE INVESTMENTS LIMITED  
(as Vendor 1)**

and

**JESSICA PUBLICATIONS (BVI) LIMITED  
(as Vendor 2)**

And

**WIN GAIN INVESTMENTS LIMITED  
(as Vendor 3)**

and

**ACE MARKET INVESTMENTS LIMITED  
(as Vendor 4)**

and

**PERFECT MIND VENTURES LIMITED  
(as Purchaser)**

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**SALE AND PURCHASE AGREEMENT  
in relation to 100% of the share capital of  
PERFECT RICHES LIMITED, SUPER BELLAX LTD., GREAT READY ASSETS  
LIMITED and JADE FOUNTAIN LIMITED**

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**Chiu & Partners  
Solicitors  
40th Floor, Jardine House  
1 Connaught Place  
Central  
Hong Kong**

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**THIS AGREEMENT** is dated

2017 and is made

**BETWEEN:**

- (1) **NICEMATE INVESTMENTS LIMITED**, a company incorporated in Hong Kong having its registered office at 3rd Floor, Wah Shing Centre, 5 Fung Yip Street, Chai Wan, Hong Kong ("**Vendor 1**");
- (2) **JESSICA PUBLICATIONS (BVI) LIMITED**, a company incorporated in the British Virgin Islands having its registered office at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands ("**Vendor 2**");
- (3) **WIN GAIN INVESTMENTS LIMITED**, a company incorporated in the British Virgin Islands having its registered office at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands ("**Vendor 3**");
- (4) **ACE MARKET INVESTMENTS LIMITED**, a company incorporated in the British Virgin Islands having its registered office at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands ("**Vendor 4**, together with Vendor 1, Vendor 2 and Vendor 3, the "**Vendors**" and any one of them the "**Vendor**"); and
- (5) **PERFECT MIND VENTURES LIMITED**, a company incorporated in the British Virgin Islands having its registered office at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110 (the "**Purchaser**").

**WHEREAS:**

- (A) Perfect Riches Limited ("**Perfect Riches**") is a private company incorporated under the laws of the British Virgin Islands, particulars of which are set out in Schedule 1A. Perfect Riches has an authorised capital of US\$160,000 divided into 160,000 shares of US\$1.00 each and 160,000 issued shares which are fully paid and beneficially owned by Vendor 1.
- (B) Super Bellax Ltd. ("**Super Bellax**") is a private company incorporated under the laws of the British Virgin Islands, particulars of which are set out in Schedule 1B. Super Bellax has an authorised capital of US\$50,000 divided into 50,000 shares of US\$1.00 each and one (1) issued share which is fully paid and beneficially owned by Vendor 2.
- (C) Great Ready Assets Limited ("**Great Ready**") is a private company incorporated under the laws of the British Virgin Islands, particulars of which are set out in Schedule 1C. Great Ready has an authorised capital of US\$50,000 divided into 50,000 shares of US\$1.00 each and three (3) issued shares which are fully paid and beneficially owned by Vendor 3.
- (D) Jade Fountain Limited ("**Jade Fountain**") is a private company incorporated under the laws of the British Virgin Islands, particulars of which are set out in Schedule 1D. Jade Fountain has an authorised capital of US\$50,000 divided into 50,000 shares of US\$1.00 each and one (1) issued share which is fully paid and beneficially owned by Vendor 4.

- (E) The Vendors, Tek Lee Finance And Investment Corporation Limited (“**Tek Lee**”) and the Purchaser entered into a sale and purchase agreement dated 31 March 2017 (the “**Original Agreement**”) whereby the Vendors and Tek Lee agreed to sell the Sale Shares and the entire issued share capital of Super Giant Limited, respectively, and the Purchaser agreed to purchase the same on and subject to the terms and conditions of the Original Agreement.
- (F) The parties to the Original Agreement agreed not to proceed with the sale and purchase of the entire issued share capital of Super Giant Limited in view of the costs and time which the relevant parties may incur.
- (G) As such, the parties to the Original Agreement agreed that (i) they shall terminate the Original Agreement; and (ii) the Vendors and the Purchaser shall enter into a new sale and purchase agreement in respect of the Sale Shares in substantially the same terms as those provided in the Original Agreement as far as the sale and purchase of the Sale Shares is concerned once the termination agreement regarding the termination of the Original Agreement (**the “Termination Agreement”**) has been entered into.
- (H) Accordingly, the Termination Agreement of the same date of this Agreement has been signed by the Vendors and the Purchaser and, immediately after the signing of the Termination Agreement, this Agreement is signed by the parties hereto pursuant to the Termination Agreement.

**NOW IT IS HEREBY AGREED as follows:**

## **1. INTERPRETATION**

- 1.1 In this Agreement (including the Recitals), the following expressions, except where the context otherwise requires, shall have the following meanings:

<b>“Accounts Date”</b>	31 December 2016;
<b>“Associates”</b>	shall have the same meaning as in the Listing Rules;
<b>“Audited Accounts”</b>	the audited financial statements for each of JMEN Limited, Car Plus Limited, Cheez Design Limited, Kick Creation Limited, Him Limited, South China Publishing Limited, Yongder Hall Dynamic Marketing Limited, South China Media Publishing Limited, 8 Weekly Limited, Yongder Hall Limited, Whiz Kids Express Weekly Limited, Express News Weekly Limited, Friday Weekly Limited, PC Express Limited, Gracefree Limited, MI6 Limited, Three Weekly Limited, ZYC Holding Limited, Sky Vantage Investments Limited, Jessicacode Management Limited, Jessicacode Limited, Superb Taste Limited, Jessica Management Limited, Jessica Limited, ZYC Holding No. 1 Limited, Surprise Publishing Limited, Newasia Management Limited, Express Publishing Limited and Express Management Limited for the financial year ended 31 December 2015 including the notes thereto of respective companies and

together with the reports and other documents required by law or relevant accounting standards or practices to be annexed or attached to them;

<b>“Business Day”</b>	a day (excluding Saturday, Sunday, public holiday in Hong Kong and any day on which a tropical cyclone warning no. 8 or above is hoisted or remains hoisted between 9:00 a.m. and 12:00 noon and is not lowered at or before 12:00 noon or on which a “black” rainstorm warning is hoisted or remains in effect between 9:00 a.m. and 12:00 noon and is not discontinued at or before 12:00 noon) on which licensed banks in Hong Kong are open for business;
<b>“BVI”</b>	the British Virgin Islands;
<b>“Company”</b>	any one of the Companies;
<b>“Companies”</b>	collectively, the Perfect Riches Group Companies, the Super Bellax Group Companies, the Great Ready Group Companies and the Jade Fountain Group Companies;
<b>“Companies Ordinance”</b>	Companies Ordinance, Chapter 622 of the Laws of Hong Kong;
<b>“Completion”</b>	completion of this Agreement in accordance with the provisions of Clause 4 on the Completion Date;
<b>“Completion Accounts”</b>	the unaudited consolidated financial statements of Perfect Riches Group for the period from 1 January 2017 to the Completion Date, the unaudited consolidated financial statements of Super Bellax Group for the period from 1 January 2017 to the Completion Date, the unaudited consolidated financial statements of Great Ready Group for the period from 1 January 2017 to the Completion Date and the unaudited consolidated financial statements of Jade Fountain Group for the period from 1 January 2017 to the Completion Date prepared in accordance with Clause 8.1;
<b>“Completion Date”</b>	the next Business Day immediately following the date on which the last of the outstanding Conditions Precedent is satisfied, or such other date as the parties hereto shall agree in writing as the date on which Completion shall take place;
<b>“Conditions Precedent”</b>	the conditions listed in Clause 2.2;
<b>“Consideration”</b>	the total consideration payable for the Sale Shares in the amount stipulated in Clause 3 subject to adjustment as provided in Clause 8;

<b>“Copthorne”</b>	Copthorne Holdings Corp., a company incorporated in Panama with limited liability and an indirect wholly-owned subsidiary of South China Holdings;
<b>“Disclosed”</b>	in respect of the Warranties, disclosed in a fair and accurate manner elsewhere in this Agreement (including the Schedules), the Management Accounts as annexed to this Agreement or in a letter set out in Appendix 2 hereto;
<b>“Disposal”</b>	any sale, assignment, exchange, transfer, concession, loan, lease, surrender of lease, tenancy, licence, direct or indirect reservation, waiver, compromise, release, dealing with or in or granting of any option, right of first refusal or other right or interest whatsoever, including any agreement so to do and <b>“Dispose”</b> shall be construed accordingly;
<b>“Encumbrance”</b>	any mortgage, charge, pledge, lien (otherwise than arising by statute or operation of law), hypothecation, equity, adverse claim, or other encumbrance, priority or security interest, deferred purchase, title retention, leasing, sale-and-purchase, sale-and-leaseback arrangement over or in any property, asset or rights of whatsoever nature or interest or any agreement for any of same and <b>“Encumber”</b> shall be construed accordingly;
<b>“Extraordinary General Meeting”</b>	the extraordinary general meeting of Listed Company to be convened and held as contemplated in Clause 2.2 and any adjournment thereof;
<b>“Great Ready Group”</b>	the group of companies comprising Great Ready and the Great Ready Subsidiaries, and the expressions <b>“Great Ready Group Company(ies)”</b> shall be construed accordingly;
<b>“Great Ready Subsidiaries”</b>	(i) Jessicacode Management Limited, Jessicacode Limited, Clear Success Limited and Beforward Trading Limited, each a wholly owned subsidiary of Great Ready; and (ii) Superb Taste Company Limited, a company owned by Beforward Trading Limited, and Jessicacode Management Limited(on trust for Beforward Trading Limited) as to 50% each, details of which are set out in Schedule 1C(ii), and <b>“Great Ready Subsidiary”</b> shall mean any one of them;
<b>“Group”</b>	collectively, the Perfect Riches Group, the Super Bellax Group, the Great Ready Group and the Jade Fountain Group;
<b>“Hong Kong”</b>	the Hong Kong Special Administrative Region of the PRC;
<b>“Jade Fountain Group”</b>	the group of companies comprising Jade Fountain and the Jade Fountain Subsidiaries, and the expressions <b>“Jade Fountain Group Company(ies)”</b> shall be construed

	accordingly;
<b>“Jade Fountain Subsidiaries”</b>	Jessica Management Company Limited, Jessica Limited and ZYC Holdings No. 1 Limited, each a wholly owned subsidiary of Jade Fountain, details of which are set out in Schedule 1D(ii), and <b>“Jade Fountain Subsidiary”</b> shall mean any one of them;
<b>“Listed Company”</b>	South China Financial Holdings Limited, a company incorporated in Hong Kong with limited liability and the ordinary shares thereof listed on the Main Board of the Stock Exchange (Stock Code: 619), which holds 100% of issued shares of the Purchaser directly as at the date of this Agreement;
<b>“Listing Rules”</b>	Rules Governing the Listing of Securities on the Stock Exchange;
<b>“Management Accounts”</b>	the unaudited consolidated financial statements of Perfect Riches Group for the year ended 31 December 2016, the unaudited consolidated financial statements of Super Bellax Group for the year ended 31 December 2016, the unaudited consolidated financial statements of Great Ready Group for the year ended 31 December 2016 and the unaudited consolidated financial statements of Jade Fountain Group (excluding Jessica Foundation Limited and Jessica Charitable Foundation Limited) for the year ended 31 December 2016, as annexed to this Agreement as Appendix;
<b>“Material Adverse Change (or Effect)”</b>	any change or effect which has a material and adverse effect on the financial position, business or property, results of operations, business prospects or assets of any member of the Group;
<b>“New Tenancy Agreement(s)”</b>	the tenancy agreement(s) to be entered into between Copthorne (as landlord) with the member(s) of the Group (as tenant), which the Purchaser will designate, in relation to the lease of the Premises;
<b>“month”</b>	a period starting on one day in a calendar month and (i) ending on the corresponding day in the next calendar month; or (ii) if that corresponding day is not a Business Day, ending on the next Business Day unless that falls in another calendar month in which case it shall end on preceding Business Day (and “months” shall be construed accordingly); or (iii) where a period starts on the last Business Day in a month or there is no corresponding day in the month in which the period ends, that period shall end on the last Business Day in the month immediately following the month in which the period starts;

<b>“Owned Domain Names”</b>	domain names owned and registered in the name of the Companies, particulars of which are set out in Schedule 5;
<b>“Owned Trademarks”</b>	trademarks owned and registered in the name of the Companies, particulars of which are set out in Schedule 4A;
<b>“Perfect Riches Group”</b>	the group of companies comprising Perfect Riches and the Perfect Riches Subsidiaries, and the expressions <b>“Perfect Riches Group Company(ies)”</b> shall be construed accordingly;
<b>“Perfect Riches Subsidiaries”</b>	Strategic Placements Limited, JMEN Limited, Car Plus Limited, Cheez Design Limited, Kick Creation Limited, Him Limited, South China Publishing Limited, Yongder Hall Dynamic Marketing Limited, South China Media Publishing Limited, 8 Weekly Limited, Yongder Hall Overseas Inc., Yongder Hall Limited, Whiz Kids Express Weekly Limited, Express News Weekly Limited, Friday Weekly Limited, PC Express Limited, Gracefree Limited, MI6 Limited, Three Weekly Limited, ZYC Holdings Limited and Sky Vantage Investments Limited, each a wholly owned subsidiary of Perfect Riches, details of which are set out in Schedule 1A(ii), and <b>“Perfect Riches Subsidiary”</b> shall mean any one of them;
<b>“PRC”</b>	the People’s Republic of China, which for the purpose of this Agreement, excludes Hong Kong, the Macau Special Administrative Region of the PRC and Taiwan;
<b>“Predecessor Companies Ordinance”</b>	the Companies Ordinance, Chapter 32 of the Laws of Hong Kong, prior to 3 March 2014
<b>“Premises”</b>	(i) Units A and B, 3rd Floor, Wah Shing Centre, 5 Fung Yip Street, Chai Wan, Hong Kong; and (ii) Unit B, 12th Floor, Wah Shing Centre, 5 Fung Yip Street, Chai Wan, Hong Kong, both being owned by Corpthorne;
<b>“Private Group”</b>	the group of companies comprising Broaden Base Investments Limited, Vendor 2, Ace Market Investments Limited and their respective holding companies, subsidiaries and fellow subsidiaries (but excluding the Companies) and the expressions <b>“member(s) of the Private Group”</b> and <b>“Private Group Company(ies)”</b> shall be construed accordingly;
<b>“Related Party Loans”</b>	all loans owing by any member of the Group to any member of the Private Group and/or any Associate(s) of Mr. Ng Hung Sang (a director, the chairman of the board of directors and a substantial shareholder of the Listed Company);



<b>“Reorganisation”</b>	the (i) disposal of the entire issued share capital of Jessica Foundation Limited (a wholly-owned subsidiary of Jade Fountain and a company limited by shares incorporated in Hong Kong) by Jade Fountain to any member of the Private Group or other party(ies) as Vendor 4 may designate, being the reorganisation as set out in Schedule 6B; and (ii) cessation of membership of Jessica Charitable Foundation Limited (a company limited by guarantee incorporated in Hong Kong with Jade Fountain as the sole member as at the date hereof) by Jade Fountain, being the reorganisation as set out in Schedule 6C;
<b>“Sale Shares 1”</b>	the 160,000 issued shares of Perfect Riches, representing the entire issued share capital of Perfect Riches;
<b>“Sale Share 2”</b>	the one (1) issued share of Super Bellax, representing the entire issued share capital of Super Bellax;
<b>“Sale Shares 3”</b>	the three (3) issued shares of Great Ready, representing the entire issued share capital of Great Ready;
<b>“Sale Share 4”</b>	the one (1) issued share of Jade Fountain, representing the entire issued share capital of Jade Fountain;
<b>“Sale Share”</b>	any of Sale Shares 1, Sale Share 2, Sale Shares 3 and Sale Share 4, collectively the <b>“Sale Shares”</b> ;
<b>“Stock Exchange”</b>	The Stock Exchange of Hong Kong Limited;
<b>“South China Holdings”</b>	South China Holdings Company Limited, a company incorporated in the Cayman Islands with limited liability, whose shares are listed on the Main Board of the Stock Exchange (Stock Code: 413);
<b>“Super Bellax Group”</b>	the group of companies comprising Super Bellax and the Super Bellax Subsidiaries, and the expressions <b>“Super Bellax Group Company(ies)”</b> shall be construed accordingly;
<b>“Super Bellax Subsidiaries”</b>	Surprise Publishing Limited, Newasia Management Limited, Express Publishing Limited and Express Management Limited, each a wholly owned subsidiary of Super Bellax, details of which are set out in Schedule 1B(ii), and <b>“Super Bellax Subsidiary”</b> shall mean any one of them;
<b>“Taxation”</b>	shall be construed in accordance with the provisions of Schedule 3;
<b>“Transferred Trademarks”</b>	trademarks, which are owned and registered in the name of the members of the Private Group, to be transferred and

assigned to the members of the Group, as directed by the Purchaser, particulars of which are set out in Schedule 4B;

**“Vendor”** any of Vendor 1, Vendor 2, Vendor 3 and Vendor 4, collectively the **“Vendors”**;

**“Warranties”** the agreements, obligations, warranties, representations and undertakings of (i) Vendor 1 in respect of each of the Perfect Riches Group Companies; (ii) Vendor 2 in respect of each of the Super Bellax Group Companies; (iii) Vendor 3 in respect of each of the Great Ready Group Companies; and (iv) Vendor 4 in respect of each of the Jade Fountain Group Companies contained in Clause 5 and Schedule 2;

**“this Agreement”** this sale and purchase agreement as amended from time to time in accordance with Clause 11.2;

**“HK\$”** Hong Kong dollars, the lawful currency of Hong Kong.

1.2 References herein to **“Clauses”**, **“sub-Clauses”** and **“Schedules”** are to clauses, sub-clauses of and schedules to this Agreement.

1.3 References in this Agreement to persons include references to bodies corporate; references to any gender include references to all genders; references to the singular include references to the plural and vice versa.

1.4 References to a document being **“in the agreed form”** means such documents in the form agreed and initialed for the purposes of identification by or on behalf of the Vendors and the Purchaser and with such alterations (if any) as may be agreed between the Vendors and the Purchaser.

1.5 References in this Agreement to statutory provisions shall be construed as references to those provisions as respectively replaced, amended or re-enacted (whether before or after the date hereof) from time to time and shall include any provisions of which they are re-enactments (whether with or without modification) and any subordinate legislation or regulations made under such provisions.

1.6 References to times of a day are, unless otherwise specified, to Hong Kong time.

1.7 Headings are for convenience only and shall not affect the interpretation of this Agreement.

## **2. CONDITIONS**

2.1 Upon signing of this Agreement, the Purchaser shall, and shall procure its agents to continue conducting due diligence review (the **“Review”**) of the Companies’ assets, liabilities, activities, operations, prospects and affairs as it may consider appropriate. The Vendors shall provide, and procure the Companies and any of their agents to provide, such assistance as the Purchaser or its agents may require in connection with

the Review.

2.2 Completion of this Agreement is conditional upon:

- (a) the independent shareholders of the Listed Company approving, by way of ordinary resolution and on a poll at the Extraordinary General Meeting, this Agreement and the transactions contemplated hereby and all other consents and acts required under the Listing Rules (if any) being obtained and completed or, as the case may be, the relevant waiver from compliance with any of such rules being obtained from the Stock Exchange;
- (b) step one of the Reorganisation as stipulated in Schedule 6B to this Agreement having been completed in accordance with applicable laws and regulations;
- (c) all approvals, consents, authorisations and licences in relation to the change of beneficial ownership of each of the Companies as contemplated by this Agreement (if required) having been obtained from the requisite government or regulatory authorities or third party(ies);
- (d) the Purchaser being satisfied with the results of the Review;
- (e) the valuation of the Group conducted by an independent valuer appointed by the Listed Company being not less than HK\$84,000,000 in aggregate; and
- (f) settlement of all the Related Party Loans by any means, such as by cash, assignment, capitalisation, waiver or otherwise.

2.2A For the avoidance of doubt, the valuation of the Group as referred to in Clause 2.2(e) shall be the value of the Group as at 31 December 2016 as appraised by an independent valuer appointed by the Listed Company before taking into account the Consolidated Net Liabilities (as defined in Clause 3.3A below).

2.3 Vendor 1, Vendor 2, Vendor 3 and Vendor 4 (in respect of Perfect Riches, Super Bellax, Great Ready and Jade Fountain, respectively) shall use their best endeavours to assist the Purchaser in connection with the Review and procure the fulfillment of the Conditions Precedent set out in Clauses 2.2(b), (c) and (d) by the time specified in Clause 2.4, and, in particular, the Vendors shall procure that all information and documents required pursuant to the Listing Rules and all other applicable rules, codes and regulations whether in connection with the preparation of all announcements, circulars, reports, independent advice or otherwise in connection with this Agreement and the transactions contemplated hereby are duly given to the Purchaser, the Stock Exchange and other relevant regulatory authorities. The Purchaser may at any time by notice in writing to the Vendors waive the Conditions Precedent referred to in Clause 2.2 in whole or in part except for the Condition Precedent referred to in Clauses 2.2(a).

2.4 If any of the Conditions Precedent has not been satisfied (or, as the case may be, waived by the Purchaser) on or before 5:30 p.m. on 29 September 2017 or such later date as the parties hereto may agree in writing, this Agreement shall cease and determine (save and except Clauses 13, 14, 15, 17 and 18 which shall continue to have full force and effect) and none of the parties hereto shall have any obligations and liabilities hereunder save for any antecedent breach of the terms hereof. If the

Conditions Precedent shall not have been fulfilled in full on or before 5:30 p.m. on 29 September 2017, the Vendors shall refund the Consideration received in full, without interest, to the Purchaser (or any other designated person as it may direct) within 10 Business Days from the date of termination.

### **3. SALE AND PURCHASE**

3.1 Subject to and upon the terms and conditions of this Agreement, Vendor 1, Vendor 2, Vendor 3 and Vendor 4 shall sell Sale Shares 1, Sale Share 2, Sale Shares 3 and Sale Share 4, respectively, and the Purchaser shall purchase the same with effect from the Completion Date free from all Encumbrances (save as Disclosed) together with all rights now or hereafter attaching thereto including but not limited to all dividends or distributions which may be paid, declared or made in respect thereof at any time on or after the date of this Agreement.

3.2 [Deleted]

3.3 Pursuant to the Original Agreement, the Purchaser has paid the Media Consideration (as defined in the Original Agreement and the announcement of the Listed Company dated 31 March 2017) to South China Media Limited, the collection agent authorised and appointed by the Vendors to collect all payments in respect of the Media Consideration for and on behalf thereof, in the following manner:

- (1) HK\$10,000,000 being paid on 31 March 2017 pursuant to Clause 3.3(1) of the Original Agreement as deposit and part payment of the Media Consideration; and
- (2) HK\$5,000,000 being paid on 31 May 2017 pursuant to Clause 3.3(2) of the Original Agreement as the second payment of the Media Consideration.

The Vendors hereby acknowledge and confirm the receipt of the Media Consideration (under the Original Agreement) in full, totalling HK\$15,000,000, save for the adjustment thereto (if any). The Media Consideration so received by the Vendors shall be applied to settle and deemed as, and shall constitute the full payment for the Consideration, which shall be the same amount of the Media Consideration, before adjustment (if any) by the Purchaser for Sale Shares pursuant to the term of this Agreement.

3.3A The Vendors undertook jointly and severally that the combined consolidated net liabilities of the Perfect Riches Group, the Super Bellax Group, the Great Ready Group and the Jade Fountain Group, which represents the aggregate consolidated net asset/liabilities thereof (the “**Consolidated Net Liabilities**”) shall not exceed HK\$69,000,000 (the “**Undertaking Amount**”) immediately before Completion as at the Completion Date. Upon Completion, the Group shall become wholly-owned subsidiaries of the Purchaser and the assets, liabilities and results thereof will then be consolidated to the consolidated financial statements of the Listed Company and its subsidiaries (collectively, the “**Listed Group**”) as enlarged by the Group. Accordingly, it was expected that, upon Completion, the enlarged Listed Group will take up the Consolidated Net Liabilities of HK\$69,000,000 in its consolidated financial statements.

3.3B [Deleted]

3.4 If the Conditions Precedent are not fully satisfied or waived by the date(s) specified in Clause 2.4, or the Purchaser validly terminates this Agreement, the Vendors shall refund the Consideration received, without interest, to the Purchaser in the manner as stipulated in and in accordance with Clause 2.4.

3.5 [Deleted]

#### **4. COMPLETION**

4.1 Subject to satisfaction of all the Conditions Precedent (or, as the case may be, waiver thereof subject to Clause 2.4), Completion shall take place at 5:30 p.m. on the next Business Day immediately following the date on which all Conditions Precedent are fulfilled (or, as the case may be, waived) when all acts and requirements set out in this Clause 4 shall be complied with at 28th Floor, Bank of China Tower, 1 Garden Road, Central, Hong Kong (or at such other place as the Purchaser and the Vendors may mutually agree).

4.2 At Completion, Vendor 1 (in respect of Perfect Riches), Vendor 2 (in respect of Super Bellax), Vendor 3 (in respect of Great Ready) and Vendor 4 (in respect of Jade Fountain) shall deliver or procure delivery of the following to the Purchaser:

- (a) original share certificate(s) in respect of the Sale Shares;
- (b) duly signed instrument(s) of transfer and other appropriate transfer documents in respect of the Sale Shares (on the part of the transferor) in favour of the Purchaser (and/or its nominee(s) provided that the name of the nominee shall have been given in writing to the Vendors not less than two Business Days prior to the Completion Date) and such other documents as may be required to give a good and effective transfer of title of the Sale Shares to the Purchaser and/or such nominee(s) and to enable it/them to become the registered holder(s) thereof;
- (c) copies, certified as true and complete by a director of each of Perfect Riches, Super Bellax, Great Ready and Jade Fountain, of the certificates, permits, authorisations and consents referred to in Clause 2.2(c) where applicable;
- (d) the following documents and properties of each of the Companies be made available to the Purchaser provided that delivery of such documents and properties shall be deemed to have been effected where they are situate in the premises of each of the Companies or otherwise in custody of the persons who will remain officers and/or employees thereof following Completion:
  - (i) all statutory records and minute books (which shall be written up to date as at Completion) and unissued share certificates (if any) and other statutory records (if applicable);
  - (ii) the common seal, corporate seal and all rubber stamps, cheque books, cheque stubs and bank statements, receipt books, all current insurance policies and premium receipts, books and accounts and title deeds and evidence of ownership to all assets and all current contracts and all other

accounting records (if applicable);

- (iii) copies of all tax returns and assessments (receipted where the due dates for payment fall on or before the Completion Date) (if applicable);
- (iv) all correspondence and other documents (including certificate of incorporation, certificate of change of name (if any), current business registration certificate (if any) and constitutive documents) (if applicable);
- (v) all original documents evidencing the Companies' title, rights and interests in the Owned Trademarks and all original documents affecting or which may affect the Companies' interests (including all Encumbrances) in the Owned Trademarks;
- (vi) all original documents evidencing the Companies' title, rights and interests in the Owned Domain Names and all original documents affecting or which may affect the Companies' interests (including all Encumbrances) in the Owned Domain Names;
- (vii) the original(s) of the New Tenancy Agreement(s) (if the same shall has/have been entered into prior to Completion);
- (viii) copy(ies) of the relevant transfer document(s) and/or assignment(s) evidencing the transfer and assignment of the Transferred Trademarks (if the same shall has/have been entered into prior to Completion);
- (ix) evidence, reasonably satisfactory to the Purchaser, showing settlement of all the Related Party Loans by any means, such as by cash, assignment, capitalisation, wavier or otherwise;
- (x) all licences, permits, registrations and other documents in relation to the running and operation of the Companies (if applicable);
- (xi) all returns and correspondence of the Companies with governmental departments;
- (xii) all receipts in respect of deposits and advanced payments; and
- (e) the resolutions of the board of directors of each of Perfect Riches, Super Bellax, Great Ready and Jade Fountain as referred to in Clause 4.3(i) in a form to the satisfaction of the Purchaser; and
- (f) a resolution duly passed by the board of directors of each of the Vendors, approving the sale of the Sale Shares in the form to the satisfaction of the Purchaser.

4.3 The Vendors shall procure that a board meeting of each of Perfect Riches, Super Bellax, Great Ready and Jade Fountain will be held on the Completion Date to pass the following resolutions (where appropriate):

- (i) approving the transfer of the Sale Shares to the Purchaser or its nominee(s), the entering of the name of the Purchaser or its nominee(s), as the case may be, in the register of members of Perfect Riches, Super Bellax, Great Ready and Jade Fountain, respectively, as the holder the Sale Shares and, accordingly, the issue of new share certificate(s) to the Purchaser or its nominee(s);
- (ii) appointing such persons as the Purchaser may nominate as directors and secretary of any of the Companies and accepting the resignation (if required by the Purchaser) of the then existing directors and secretary of any member of the Group which shall take effect immediately after Completion;
- (iii) (if required by the Purchaser) appointing such person as the Purchaser shall in its absolute discretion decide as auditors of any member of the Group and accepting the resignation of the existing auditors which shall take effect immediately after Completion;
- (iv) (if required by the Purchaser) approving the closure of any bank accounts or revoking such existing bank signature authorities and mandates of any member of the Group and/or appointing such persons nominated by the Purchaser as authorised signatories of any bank account of any member of the Group; and
- (v) dealing with such other matters as the Purchaser shall reasonably require for the purposes of giving effect to the provisions of this Agreement,

and the Purchaser shall provide all necessary information to the Vendors at least three Business Days before Completion for the purposes of passing the above resolutions and amending the banker's authorisations, instructions and mandates.

4.4 Against compliance with the provisions of Clauses 4.2 and 4.3, the Purchaser shall:

- (a) produce duly signed instrument(s) of transfer and other appropriate transfer documents in respect of the Sale Shares;
- (b) (where applicable) procure the stamping of the instrument(s) of transfer and other appropriate transfer documents in respect of the Sale Shares; and
- (c) deliver to the Vendors a copy, certified as true and complete by a director of the Purchaser, of the minutes of meeting or written resolutions of the board of directors of the Purchaser approving, among other matters, this Agreement and the transactions contemplated hereby and authorising the execution (under seal, if required) by any of the Purchaser's director(s) of the said documents and other documents ancillary thereto.

4.5 Without prejudice to any other remedies available, if any of the provisions of Clauses 4.2 or 4.3 or 4.4 are not fully complied with on the Completion Date, the party not in default may by notice:

- (a) defer Completion to a date not more than 10 Business Days after the Completion

Date (and so that the provisions of this Clause 4 shall apply to Completion as so deferred); or

(b) proceed to Completion so far as practicable (without prejudice to its rights hereunder) having regard to the defaults which have occurred and treat this Agreement as completed subject to satisfaction of a condition subsequent that the defaults be remedied within such time as it may specify; or

(c) rescind this Agreement.

4.6 Where this Agreement is terminated by a non-defaulting party pursuant to the exercise of its rights under Clause 4.5(c), all obligations of the party not in default under this Agreement shall cease and terminate without prejudice to the Purchaser's right to require the Vendors to refund the Consideration received in full, without interest, to it (or any other designated person as it may direct) within 10 Business Days from the date of termination in accordance with Clause 2.4.

## **5. VENDORS' WARRANTIES**

5.1 Save as Disclosed, the Vendors hereby jointly and severally warrant and represent to the Purchaser (for itself and for the benefit of its successors and assigns) that all the Warranties are true and accurate as at the date of this Agreement and will continue to be so up to and including the time of Completion.

5.1A Each of the Vendors hereby jointly and severally warrant and represent to the Purchaser (for itself and for the benefit of its successors and assigns) that the Consolidated Net Liabilities shall not exceed HK\$69,000,000 upon Completion.

5.2 Each of the Vendors agrees that the Purchaser shall treat each of the Warranties as a condition to this Agreement. In addition, each of the Warranties is without prejudice to any other Warranty and, except where expressly stated otherwise, no provision in any Warranty contained in this Agreement shall govern or limit the extent or application of any other Warranty.

5.3 The Warranties shall survive Completion insofar as the same are not fully performed on Completion or as expressly stated herein.

5.4 If it shall be found at any time after Completion that any of the Warranties is not true, correct and accurate or is not as represented, warranted or undertaken and:

(a) the effect thereof is that the value of any asset of the Group is less than the value which the relevant asset would have been had there been no such breach or if the matter warranted were as warranted;

(b) any member of the Group has incurred or is under any liability or contingent liability which would not have been incurred if the matter(s) warranted were as represented or warranted or had the relevant undertaking been performed; or

(c) the effect thereof is that the amount of any liability of any member of the Group is higher than the amount which it would have been had there been no such breach or if the matter warranted were as warranted,



then, without prejudice to any other provisions of this Agreement, the Vendors shall fully indemnify the Purchaser on demand on a full indemnity basis and hold it harmless from and against all liabilities, damages, costs, claims, reduction in net assets or consolidated net assets (as the case may be) or increase in net liabilities or consolidated net liabilities (as the case may be) and all expenses which the Purchaser may sustain, suffer, or incur as a result of any of the foregoing (the “**Damages**”), provided that no claim may be brought against the Vendors under this Clause 5.4 (i) after the expiry of six (6) years from the Completion Date in case of a claim in relation to Taxation; or (ii) after the expiry of two (2) years from the Completion Date in relation to other claims under this Clause 5.4, and the Vendors shall pay jointly and severally to the Purchaser on first demand the full amount of any such loss as aforesaid in immediately available funds within 10 Business Days from the date of demand from the Purchaser.

- 5.5 The Purchaser shall be entitled to take action both before and after Completion in respect of any breach or non-fulfillment of any of the Warranties and Completion shall not in any way constitute a waiver of any right of the Purchaser. No claim may be brought against any of the Vendors in respect of a breach of any of the Warranties (other than a claim in relation to Taxation) after the expiry of two (2) years after the Completion Date or in the case of a claim in relation to Taxation after the expiry of six (6) years after the Completion Date (“**Warranty Expiry Date**”) and the Vendors shall not be liable in respect of a breach of any of the Warranties unless it shall have received written notice from the Purchaser prior to the applicable Warranty Expiry Date giving reasonable details of the relevant claim. The applicable Warranty Expiry Date shall be extended for a period of six (6) months from the relevant Warranty Expiry Date (the “**Extended Warranty Expiry Date**”) if any notice in respect of a breach of any of the Warranties is delivered from the Purchaser to the Vendors prior to the applicable Warranty Expiry Date. Unless there are any proceedings, which commence prior to the Extended Warranty Expiry Date, in respect of any such claim against the Vendors, any such claim shall (if not previously satisfied, settled or withdrawn) be deemed to have been waived or withdrawn at the expiry of the Extended Warranty Expiry Date.
- 5.6 Each of the Vendors undertakes, in relation to any Warranty which refers to the knowledge, information or belief (as the case may be) of the relevant Vendor, that it has made full enquiry into the subject matter of that Warranty and confirms that, to the best of its knowledge, information and belief, the subject matter of such Warranty is true, correct, complete and accurate.
- 5.7 The Vendors, jointly and severally, represent, warrant and undertake to the Purchaser as follows:
- (a) each of the Vendors has the power to enter into this Agreement, perform its obligations under this Agreement and carry out the transactions contemplated under this Agreement;
  - (b) each of the Vendors has obtained or taken all the necessary consents, approvals and other actions to authorise, enter into and perform this Agreement and to carry out the transaction contemplated under this Agreement; and
  - (c) the Completion Accounts give a true and fair view of the (i) profit and loss of the Perfect Riches Group, the Super Bellax Group, the Great Ready Group and

the Jade Fountain Group for the period from 1 January 2017 to Completion on the Completion Date; and (ii) assets and liabilities of the Perfect Riches Group, the Super Bellax Group, the Great Ready Group and the Jade Fountain Group at Completion as at the Completion Date.

- 5.8 The liabilities of each of the Vendors for breach of Warranties shall be limited in accordance with the provisions of Clause 5.12, provided that Clause 5.12 shall not apply to any claim against the relevant Vendor to the extent that it is established that the liability of the relevant Vendor in respect of that claim arises from fraud, default or willful concealment on the part of the relevant Vendor or its agents, employees, directors or officers.
- 5.9 The Purchaser shall, upon any claim, action, demand, or assessment being made or issued against the Purchaser, which could lead to a claim by the Purchaser for breach of Warranties by the relevant Vendor under this Agreement, give notice thereof to the relevant Vendor as soon as practicable.
- 5.10 If after the signing of this Agreement and before Completion, any event shall occur or matter shall arise which results or may result in any of the Warranties being untrue, misleading or inaccurate in any material respect, the Vendors shall notify the Purchaser such event or matter in writing as soon as practicable prior to Completion.
- 5.11 In respect of any claim under this Agreement, including any claim for breach of any of the Warranties (“**Claim**”), the relevant Vendor shall not be liable unless the amount of such Claim itself or the aggregate amount of individual Claims for which the relevant Vendor would, in the absence of this provision, be liable exceeds HK\$100,000 and, where the amount of the Claim or the aggregate amount of such individual Claims exceeds HK\$100,000, the Vendors shall be liable for the full amount of such Claim or all those individual Claims as the case may be.
- 5.12 The Vendors shall not be liable for any breach of the Warranties to the extent that:
- (a) such claim arises as a result of legislation which comes into force after the date hereof with retrospective effect;
  - (b) provision or reserve in respect thereof has been made in the Audited Accounts, the Management Accounts and/or the Completion Accounts (where Clause 8 has been complied with), whichever being applicable;
  - (c) such claim would not have arisen but for a default on the part of the Purchaser of any of the terms of this Agreement; or
  - (d) such claim arises as a result of a change in accounting policies of any member of the Group pursuant to a change in the applicable accounting standard(s) used for preparing the Audited Accounts, the Management Accounts and/or the Completion Accounts.
- 5.13 Vendor 1 agrees and undertakes to fully indemnify the Purchaser from and against all Damages incurred or suffered by the Purchaser or the Perfect Riches Group arising from or in connection with any of the following on the basis that (i) any Damages suffered or

incurred by the Perfect Riches Group shall be deemed to be Damages incurred directly by the Purchaser as if the Purchaser suffered them directly; and (ii) the Purchaser shall be entitled to make a claim under this Clause 5.13 notwithstanding that the Purchaser knew or could have discovered the facts, matters, events or circumstances giving rise to the claim and/or that any of them have been Disclosed:

- (a) failure to prepare the audited accounts of Whiz Kids Express Weekly Limited for the year ended 31 December 2015 in accordance with the Companies Ordinance;
- (b) failure to prepare the audited accounts of each of (i) Sky Vantage Limited; and (ii) ZYC Holding Limited for each of the two years ended 31 December 2015 in accordance with the Predecessor Companies Ordinance or the Companies Ordinance (whichever being applicable);
- (c) failure to prepare the audited accounts of Him Limited for each of four years ended 31 December 2015 in accordance with the Predecessor Companies Ordinance or the Companies Ordinance (whichever being applicable);
- (d) failure to prepare the audited accounts of each of (i) Yongder Hall Limited; (ii) Cheez Design Limited; (iii) Kick Creation Limited; (iv) South China Media Publishing Limited; (v) South China Publishing Limited; (vi) Yongder Hall Dynamic Marketing Limited; (vii) 8 Weekly Limited; (viii) Friday Weekly Limited; (ix) PC Express Limited; (x) Gracefree Limited; (xi) MI6 Limited; (xii) Three Weekly Limited; and (xiii) JMEN Limited for each of the six years ended 31 December 2015 in accordance with the Predecessor Companies Ordinance or the Companies Ordinance (whichever being applicable);
- (e) failure to prepare the audited accounts of Express News Weekly Limited for each of seven years ended 31 December 2015 in accordance with the Predecessor Companies Ordinance or the Companies Ordinance (whichever being applicable);
- (f) failure to lay the audited accounts at the annual general meeting of Whiz Kids Express Weekly Limited for the year ended 31 December 2015 in accordance with the Companies Ordinance;
- (g) failure to lay the audited accounts at the annual general meeting of each of (i) Sky Vantage Limited; and (ii) ZYC Holding Limited for each of the two years ended 31 December 2015 in accordance with the Predecessor Companies Ordinance or the Companies Ordinance (whichever being applicable);
- (h) failure to lay the audited accounts at the annual general meeting of Him Limited for each of the four years ended 31 December 2015 in accordance with the Predecessor Companies Ordinance or the Companies Ordinance (whichever being applicable);
- (i) failure to lay the audited accounts at the annual general meeting of (i) Yongder Hall Limited; (ii) Cheez Design Limited; (iii) Kick Creation Limited; (iv) South China Media Publishing Limited; (v) South China Publishing Limited; (vi) Yongder Hall Dynamic Marketing Limited; (vii) 8 Weekly Limited; (viii)

Friday Weekly Limited; (ix) PC Express Limited; (x) Gracefree Limited; (xii) MI6 Limited; (xii) Three Weekly Limited; and (xiii) JMEN Limited for each of the six years ended 31 December 2015 in accordance with the Predecessor Companies Ordinance or the Companies Ordinance (whichever being applicable); and

- (j) failure to lay the audited accounts at the annual general meeting of Express News Weekly Limited for each of the seven years ended 31 December 2015 in accordance with the Predecessor Companies Ordinance or the Companies Ordinance (whichever being applicable).

5.14 Vendor 2 agrees and undertakes to fully indemnify the Purchaser from and against all Damages incurred or suffered by the Purchaser or the Super Bellax Group arising from or in connection with any of the following on the basis that (i) any Damages suffered or incurred by the Super Bellax Group shall be deemed to be Damages incurred directly by the Purchaser as if the Purchaser suffered them directly; and (ii) the Purchaser shall be entitled to make a claim under this Clause 5.14 notwithstanding that the Purchaser knew or could have discovered the facts, matters, events or circumstances giving rise to the claim and/or that any of them have been Disclosed:

- (a) failure to prepare the audited accounts of each of (i) Surprise Publishing Limited; (ii) Newasia Management Limited; (iii) Express Publishing Limited; and (iv) Express Management Limited for each of the six years ended 31 December 2015 in accordance with the Predecessor Companies Ordinance or the Companies Ordinance (whichever being applicable);
- (b) failure to lay the audited accounts at the annual general meeting of each of (i) Surprise Publishing Limited; (ii) Newasia Management Limited; (iii) Express Publishing Limited; and (iv) Express Management Limited for each of the six years ended 31 December 2015 in accordance with the Predecessor Companies Ordinance or the Companies Ordinance (whichever being applicable).

5.15 Vendor 3 agrees and undertakes to fully indemnify the Purchaser from and against all Damages incurred or suffered by the Purchaser or the Great Ready Group arising from or in connection with any of the following on the basis that (i) any Damages suffered or incurred by the Great Ready Group shall be deemed to be Damages incurred directly by the Purchaser as if the Purchaser suffered them directly; and (ii) the Purchaser shall be entitled to make a claim under this Clause 5.15 notwithstanding that the Purchaser knew or could have discovered the facts, matters, events or circumstances giving rise to the claim and/or that any of them have been Disclosed:

- (a) failure to prepare the audited accounts of Jessicacode Management Limited for each of the two years ended 31 December 2015 in accordance with the Predecessor Companies Ordinance or the Companies Ordinance (whichever being applicable);
- (b) failure to prepare the audited accounts of Superb Taste Company Limited for each of the four years ended 31 December 2015 in accordance with the Predecessor Companies Ordinance or the Companies Ordinance (whichever being applicable);

- (c) failure to lay the audited accounts at the annual general meeting of Jessica Management Limited for each of the two years ended 31 December 2015 in accordance with the Predecessor Companies Ordinance or the Companies Ordinance (whichever being applicable); and
  - (d) failure to lay the audited accounts at the annual general meeting of Superb Taste Company Limited for each of the four years ended 31 December 2015 in accordance with the Predecessor Companies Ordinance or the Companies Ordinance (whichever being applicable).
- 5.16 Vendor 4 agrees and undertakes to fully indemnify the Purchaser from and against all Damages incurred or suffered by the Purchaser or the Jade Fountain Group arising from or in connection with any of the following on the basis that (i) any Damages suffered or incurred by the Jade Fountain Group shall be deemed to be Damages incurred directly by the Purchaser as if the Purchaser suffered them directly; and (ii) the Purchaser shall be entitled to make a claim under this Clause 5.16 notwithstanding that the Purchaser knew or could have discovered the facts, matters, events or circumstances giving rise to the claim and/or that any of them have been Disclosed:
- (a) failure to prepare the audited accounts of Jessica Management Company Limited for each of the six years ended 31 December 2015 in accordance with the Predecessor Companies Ordinance or the Companies Ordinance (whichever being applicable); and
  - (b) failure to lay the audited accounts at the annual general meeting of Jessica Management Company Limited for each of the six years ended 31 December 2015 in accordance with the Predecessor Companies Ordinance or the Companies Ordinance (whichever being applicable).
- 5.17 Each of the Vendors hereby agrees and undertakes jointly and severally that the aggregate consolidated net liabilities of the Group shall not be a Consolidated Net Liabilities exceeding HK\$69,000,000 at Completion as at the Completion Date.

## 6. **RESCISSION**

- 6.1 If at any time before Completion any of the Warranties are found to be incorrect, untrue, inaccurate or misleading, or have not been fully carried out in any material respect, or in the event any of the Vendors becoming unable or failing to do anything required under this Agreement to be done by it on or before the Completion Date, the Purchaser may rescind this Agreement by notice in writing to the Vendors. If the Purchaser shall elect to rescind this Agreement, the Vendors shall (i) fully indemnify the Purchaser and keep the Purchaser fully and effectively indemnified in respect of all fees, costs and expenses (including legal fees) incurred by the Purchaser in connection with the negotiation, preparation, execution and rescission of this Agreement; and (ii) refund the Consideration received in full, without interest, to the Purchaser (or any other designated person as it may direct) within 10 Business Days from the date of rescission.
- 6.2 The Purchaser's rights under Clause 6.1 are in addition to and without prejudice to any

other rights or remedy available to it and any partial exercise of or failure to exercise such rights shall not constitute a waiver of such rights or of any other rights whether conferred under this Agreement or otherwise.

## **7. UNDERTAKINGS**

7.1 Each of the Vendors will not, and will procure that its associated company(ies) (save and except the Listed Company and its subsidiaries) and agent(s) will not, at any time, either for itself/themselves or as agent of any person and either directly or indirectly:

- (a) for a period of two years from the Completion Date, carry on, be engaged, concerned or interested in or in any way assist in Hong Kong in any business similar to or which competes (either directly or indirectly) with any principal business currently carried on by the members of the Group as at the date of this Agreement, namely the publication of printed magazines which are sold and circulated in Hong Kong (the “**Restricted Activity**”);
- (b) for a period of two years from the Completion Date, be in competition with the Group in the Restricted Activity, canvass or solicit or accept orders from or do business with any person with whom any member of the Group has done business regarding the Restricted Activity during the twelve months preceding the date of this Agreement, or otherwise induce or endeavour to induce any such person to cease being a customer of any member of the Group regarding the Restricted Activity; and
- (c) at any time after the date of this Agreement do or say anything which may be harmful to the reputation of any member of the Group or which may lead any person to reduce his/her/its level of business with any member of the Group or seek to improve their terms of trade with any member of the Group.

7.2 The Vendors acknowledge that the preliminary value of the Companies, upon which the Consideration was set, conditionally accepted by the Purchaser is dependant upon, among others, the Vendors giving the undertakings contained in Clause 7.1 and that such undertakings are reasonable and have been given for the protection of the Purchaser in respect of the goodwill of the businesses of the Companies.

7.3 The Vendors shall, as soon as practicable after the signing of this Agreement and in any event before Completion, procure Copthorne (as landlord) to enter into the New Tenancy Agreement(s) with the member(s) of the Group (as tenant) as designated by the Purchaser in relation to the lease of the Premises on terms substantially the same as or no less favourable than the existing tenancies in respect of the Premises entered into between Copthorne and the relevant member of the Private Group. If the New Tenancy Agreement(s) is/are not entered into prior to or at Completion, provided that the (i) relevant member of the Private Group shall, at no cost, provide and allow the Premises to be used by the member(s) of the Group until the New Tenancy Agreement(s) is/are entered into; and (ii) the Vendors use their best endeavour to procure the New Tenancy Agreement(s) to be entered into as soon as practicable, the Vendors shall not be liable for the breach of the undertaking set under this Clause 7.3.

7.4 The Vendors shall, as soon as practicable after the signing of this Agreement, procure

the relevant owner(s) or applicant(s) of the Transferred Trademarks to assign and transfer the Transferred Trademarks, at nominal consideration, to the member(s) of the Group as directed by the Purchaser, do all such things necessary and execute all documents required for the transfer and assignment of the ownership and rights attached to the Transferred Trademarks to the member(s) of the Group as directed by the Purchaser. Upon the execution of relevant transfer document(s) and/or assignment(s) evidencing the transfer and assignment of the Transferred Trademarks, the Vendors shall procure the relevant owner(s) or applicant(s) of the Transferred Trademarks to take all necessary actions to assist such member(s) of the Group as directed by the Purchaser to register the transfer and/or assignment of the Transferred Trademarks with relevant authority in accordance with applicable laws and regulations. If the (a) relevant transfer document(s) and/or assignment(s) evidencing the transfer and assignment of the Transferred Trademarks are not executed on or before the Completion Date; and/or (b) assignment and/or transfer of the Transferred Trademarks have not become effective on or before the Completion Date, the Vendors shall procure the relevant owner(s) or applicant(s) of the Transferred Trademarks to provide and allow the Transferred Trademarks to be used exclusively by the members of the Group at no cost until the assignment and/or transfer of the Transferred Trademarks becoming effective.

7.5 [Deleted]

7.6 The Vendors shall, within two calendar months from the date of this Agreement, procure the audited financial statements of each of the Perfect Riches Group Companies, the Super Bellax Group Companies, the Great Ready Group Companies and the Jade Foundation Group Companies for each of the three years ended 31 December 2015 to be delivered to the Purchaser. Subject to Clause 7.6A, the Vendors shall, as soon as practicable after the signing of this Agreement, and in any event before Completion, procure the audited financial statements of each member of the Group for the year ended 31 December 2016 to be delivered to the Purchaser.

7.6A If any of the Companies is a company incorporated outside Hong Kong and not registered as a non-Hong Kong Company under part 16 of the Companies Ordinance (the “**Overseas Company**”), the Vendors may deliver, or procure the delivery of, the management accounts (instead of audited financial statements) of such Overseas Company to the Purchaser in the manner stipulated in Clause 7.6 notwithstanding the requirement to deliver audited financial statements thereunder.

7.7 For the purpose of Clause 7, “**associated company**” shall have the same meanings as in the Companies Ordinance.

7.8 Vendor 4 undertakes that, for the period from the date hereof to the Completion Date, it will procure (a) a person other than the members of the Media Group to apply for the membership of Jessica Charitable Foundation Limited; (b) Jessica Charitable Foundation Limited to approve such application and that person to become a member thereof (the “**Appointment**”); (c) Jade Fountain to take all necessary action(s) to withdraw from and terminate the membership of Jessica Charitable Foundation Limited, a company limited by guarantee incorporated in Hong Kong with the tax exemption under Section 88 of the Inland Revenue Ordinance (Chapter 112 of the Laws of Hong Kong) granted thereto and Jade Fountain as its sole member as the date hereof (the “**Cessation**”), and procure Jessica Charitable Foundation Limited to accept the same;

and (d) that such withdrawal from and termination of the membership of Jessica Charitable Foundation Limited shall take effect on or before 31 December 2017 or any other date as the Purchaser and Vendor 4 may mutually agree in writing.

- 7.9 If, upon Completion, the Cessation stipulated in Clause 7.8 has not been completed, Vendor 4 undertakes that, at all times including after Completion, it shall provide assistance regarding the Cessation to the Purchaser upon request thereof.
- 7.10 Vendor 4 undertakes that, unless there is prior written consent from the Purchaser, it will not through Jade Fountain or otherwise instruct Jessica Charitable Foundation Limited to, and will procure that Jessica Charitable Foundation Limited will not, carry on, be engaged, concerned or interested in any activity other than the normal administrative routines not involving cost or expense in excess of HK\$100,000 on an individual, aggregate or cumulative basis at any time during the period from the date of this Agreement to the Completion Date.
- 7.11 The Purchaser undertakes that, unless there is prior written instruction from Vendor 4, it will not through Jade Fountain or otherwise instruct Jessica Charitable Foundation Limited to, and will procure that Jessica Charitable Foundation Limited will not, carry on, be engaged, concerned or interested in any activity other than the normal administrative routines not involving cost or expense in excess of HK\$100,000 on an individual, aggregate or cumulative basis at any time during the period from the Completion Date to the date of the Cessation. Should the Purchaser, Jade Fountain and/or Jessica Charitable Foundation Limited act on the aforesaid written instruction from Vendor 4 and incur any loss, expense, liability or damage, direct, indirect, consequential, incidental or otherwise, Vendor 4 shall indemnify them against all such loss, expense, liability or damage in full.

## **8. ADJUSTMENT TO THE CONSIDERATION**

- 8.1 The Consideration set out in Clause 3 shall be adjusted after Completion in accordance with the following provisions of this Clause 8:
- (a) the Vendors shall prepare the Completion Accounts, which shall be certified as having been prepared in accordance with this Clause 8.1 by a director of Perfect Riches, Super Bellax, Great Ready or Jade Fountain (whichever being applicable), and deliver the same to the Purchaser within two months after the Completion Date;
  - (b) the Completion Accounts shall be prepared (i) in accordance with the applicable accounting standards and the accounting practices generally accepted in Hong Kong; and (ii) by adopting the basis of preparation and applying the accounting policies consistent with those adopted in the preparation of the Audited Accounts and the Management Accounts;
  - (c) the Vendors shall, after the Completion Date, have the right of access to the books and records of the members of the Group to the extent required and solely for the preparation of the Completion Accounts;
  - (d) all the costs and expenses of preparing the Completion Accounts shall be borne by the Vendors;



- (e) if the aggregate of the consolidated net assets/liabilities of the Perfect Riches Group, the Super Bellax Group, the Great Ready Group and the Jade Fountain Group immediately before Completion as at the Completion Date as stated in the Completion Accounts results in the Consolidated Net Liabilities below HK\$69,000,000 (“**Combined Net Surplus**”), the Purchaser shall pay to the Collection Agent (as defined in Clause 8.2) the full amount of the difference between such Consolidated Net Liabilities and the Undertaking Amount (on a dollar-for-dollar basis) within 15 Business Days from the date on which the Completion Accounts are delivered to the Purchasers, provided that the amount of the such difference exceeds HK\$100,000;
  - (f) if the aggregate of the consolidated net assets/liabilities of the Perfect Riches Group, the Super Bellax Group, the Great Ready Group and the Jade Fountain Group immediately before Completion as at the Completion Date as stated in the Completion Accounts results in the Consolidated Net Liabilities in excess of HK\$69,000,000 (“**Combined Net Shortfall**”), the Vendors shall, jointly and severally, pay to the Purchaser the full amount of the difference between such Consolidated Net Liabilities and the Undertaking Amount (on a dollar-for-dollar basis) within 15 Business Days from the date on which the Completion Accounts are delivered to the Purchasers provided that the amount of the such difference exceeds HK\$100,000;
  - (g) the Combined Net Surplus or Combined Net Shortfall (as the case may be) shall be settled in cash or by cashier order or bank remittance to the bank account designated by the Purchaser/Collection Agent (whichever being applicable) who shall provide to the payer(s) hereunder the details of the bank account so designated not less than three (3) Business Days prior to the due date for payment; and
  - (h) for administrative convenience, as provided for in sub-Clauses (e) and (f) above, the Purchaser shall not be liable for the payment of the Combined Net Surplus and the Vendors shall not be liable for the payment of the Combined Net Shortfall (as the case may be) if the amount of the Combined Net Surplus or Combined Net Shortfall (whichever being applicable) is not more than HK\$100,000.
- 8.2 Each of the Vendors irrevocably authorise South China Media Limited, or any person or entity as may be authorised by the Vendors jointly, as their nominee to collect all payments in respect of the Consideration (including the adjustment to the Consideration (if applicable) as stipulated in Clause 8.1(g) above) for and on behalf of the Vendors (the “**Collection Agent**”). Each of the Vendors irrevocably agree that any payment(s) made under this Agreement by the Purchaser to the Collection Agent shall be deemed as payment made by the Purchaser to the Vendors. The Vendors shall inform the Purchaser the relevant bank account details and, where a nominee is authorised in place of South China Media Limited, the identity of such nominee in writing no less than two Business Days prior to the relevant date of payment. Payment of any amount under Clause 8.1 (if applicable) to the Collection Agent shall discharge the obligation of the Purchaser thereunder. Bank advice of remittance or any other means of payment to the Collection Agent shall be sufficient proof of settlement of amount payable under Clause 8.1. The

Vendors shall indemnify the Purchaser from any loss in or arising from making payment to the Collection Agent pursuant to this Clause 8.

**9. EFFECT OF COMPLETION**

- 9.1 Any provision of this Agreement which is capable of being performed after but which has not been performed at or before Completion and all Warranties and indemnities and other undertakings contained in or entered into pursuant to this Agreement shall remain in full force and effect notwithstanding Completion.

**10. FURTHER ASSURANCE**

- 10.1 Each of the Vendors shall execute such documents and perform such further acts as the Purchaser may reasonably require to effectively vest in the Purchaser the legal and beneficial ownership of the Sale Shares free from all Encumbrances with all rights now and hereafter attaching thereto.

**11. ENTIRE AGREEMENT AND VARIATION**

- 11.1 This Agreement constitutes the entire agreement among the parties hereto and supersedes all prior understandings, transactions, communications, statements and agreements, whether oral or written, among the parties or any of them in relation to the sale and purchase of the Sale Shares and the other matters referred to in this Agreement.
- 11.2 Any variation to this Agreement shall be binding only if recorded in a document signed by all parties hereto.

**12. TIME AND INDULGENCE**

- 12.1 Time shall be of the essence of this Agreement but no failure by any party to exercise and no delay on its part in exercising any right hereunder will operate as a waiver thereof, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of it or the exercise of any right prejudice or affect any right against any person under the same liability whether joint, several or otherwise. The rights and remedies provided in this Agreement are cumulative and not exclusive of any right or remedy provided by law.

**13. NON-ASSIGNMENT**

- 13.1 No party may, without the prior written consent of the other parties, assign this Agreement or any of its rights or obligations under it, or grant, declare, create or dispose of any right or interest in it.
- 13.2 This Agreement shall be binding upon each party's successors and assigns and personal representatives.

**14. CONFIDENTIALITY AND ANNOUNCEMENTS**

- 14.1 Save as contemplated by this Agreement, each of the parties hereto undertakes to the others that it will not, at any time after the date of this Agreement, divulge or communicate to any person other than to its professional advisers and its respective

officers or employees whose province is to know the same any confidential information concerning the business, accounts, finance or contractual arrangements or other dealings, transactions or affairs of any of the others or any member of the Group which may be within or may come to its knowledge and, unless required by law or any applicable regulatory requirements, it shall use its best endeavours to prevent the publication or disclosure of any such confidential information concerning such matters.

- 14.2 Save as contemplated by this Agreement, no public announcement or communication of any kind shall be made in respect of the subject matter of this Agreement unless specifically agreed among the parties or unless an announcement or any other public disclosure is required pursuant to the applicable law and the regulations or the requirements of the Stock Exchange, the Securities and Futures Commission or any other regulatory body or authority. Any announcement or public disclosure of any party required to be made pursuant to any relevant law or regulation or the requirements of the Stock Exchange, the Securities and Futures Commission or any other regulatory body or authority shall be issued or made only after prior consultation with the other parties as is reasonably practicable in the circumstances.

## **15. NOTICES AND PROCESS AGENT**

- 15.1 Any notice, claim, demand, court process, document or other communication to be given under this Agreement (collectively "**communication**" in this Clause 15) shall be in writing in the Chinese or English language and may be served or given personally or sent to the address (including cable address) or facsimile numbers (if any) stated after the relevant party's name at the beginning of this Agreement or to the registered office of the party to be served for the time being (or, their respective resident agent), or to such other address as may have been last notified in writing by such party to the party serving the communication specifically referring to this Agreement. All communications shall be served by the following means and the addressee of a communication shall be deemed to have received the same within the time stated adjacent to the relevant means of despatch:

<u>Means of despatch</u>	<u>Time of deemed receipt</u>
Local mail or courier	24 hours
Facsimile	on despatch
Air courier/Speedpost	3 days
Airmail	5 days

- 15.2 A communication served in accordance with Clause 15.1 shall be deemed sufficiently served. In proving service and/or receipt of a communication, it shall be sufficient to prove that such communication was left at the addressee's address or that the envelope containing such communication was properly addressed and posted or despatched to the addressee's address or that the communication was properly transmitted by facsimile to the addressee. In the case of communication by facsimile transmission (which shall be followed by the service of its original by mail or by courier), such transmission shall be deemed properly transmitted on receipt of a satisfactory report of transmission printed out by the sending machine.
- 15.3 Nothing in this Clause 15 shall preclude the service of communication or the proof of

such service by any mode permitted by law.

- 15.4 Each of the Vendors hereby (i) irrevocably appoints South China Media Limited of 3/F., Wah Shing Centre, 5 Fung Yip Street, Chai Wan, Hong Kong as its process agent to accept service of legal process out of the courts of Hong Kong in connection with this Agreement; and (ii) agrees to maintain a duly appointed agent in Hong Kong to accept service of process out of the courts of Hong Kong and to keep the other parties informed of the name and address of such agent. Service on South China Media Limited shall be deemed to be service on the relevant Vendor. The provisions of this Clause shall apply to the service of court process on the process agent of each of the Vendors.

15.5 [Deleted]

15.6 [Deleted]

15.7 [Deleted]

- 15.8 The Purchaser hereby (i) irrevocably appoints South China Finance and Management Limited of 28th Floor, Bank of China Tower, 1 Garden Road, Central, Hong Kong as its process agent to accept service of legal process out of the courts of Hong Kong in connection with this Agreement; and (ii) agrees to maintain a duly appointed agent in Hong Kong to accept service of process out of the courts of Hong Kong and to keep the other parties informed of the name and address of such agent. Service on South China Finance and Management Limited shall be deemed to be service on the Purchaser. The provisions of this Clause shall apply to the service of court process on the process agent of the Purchaser.

## **16. COSTS AND STAMP DUTY**

- 16.1 Subject to other provisions of this Clause 16, each party shall bear its own legal costs and other fees, costs and expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement and all documentation incidental or relating to Completion.
- 16.2 Stamp duty payable in connection with the sale and purchase of the Sale Shares shall be borne by the Vendors as to half share, and the Purchaser as to half share. The Vendors hereby undertakes to reimburse the Purchaser its half share of the stamp duty payable within three Business Days after the Purchaser has paid the same to the relevant governmental or other authorities or regulatory bodies.

## **17. RIGHT OF THIRD PARTY**

- 17.1 The Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) shall not apply to this Agreement and no rights or benefits expressly or impliedly conferred by it shall be enforceable under that Ordinance against the parties to it, their successors or permitted assignees by any other person.

## **18. GOVERNING LAW AND JURISDICTION**

- 18.1 This Agreement shall be governed by and construed in accordance with the laws of

Hong Kong and the parties irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

**IN WITNESS** whereof the parties hereto executed this Agreement the day and year first above written.

## **SCHEDULE 1A**

### **(I) Details of Perfect Riches and the Perfect Riches Subsidiaries**

#### **(i) Perfect Riches**

Company name: Perfect Riches Limited

Place of incorporation: British Virgin Islands

Date of incorporation: 15 July 1992

Directors: Mr. Ng Hung Sang  
Ms. Ng Yuk Mui Jessica

Shareholder: Nicemate Investments Limited (100%)

Share capital:

Authorised share capital: 160,000 shares of US\$1.00 each

Issued share capital: 160,000 shares of US\$1.00 each

#### **(ii) The Perfect Riches Subsidiaries**

##### **(a) Yongder Hall Overseas Inc.**

Company name: Yongder Hall Overseas Inc.

Place of incorporation: British Virgin Islands

Date of incorporation: 16 June 1988

Directors: Mr. Ng Hung Sang  
Mr. Ng Yuk Fung Peter  
Ms. Ng Yuk Mui Jessica

Shareholder: Perfect Riches (100%)

Share capital:

Authorised share capital: 50,000 shares of US\$1.00 each

Issued share capital: 20,000 shares of US\$1.00 each

##### **(b) Yongder Hall Limited**

Company name: Yongder Hall Limited

Place of incorporation: Hong Kong

Date of incorporation: 4 October 1985

Directors: Mr. Ng Yuk Fung Peter  
Ms. Ng Yuk Mui Jessica

Shareholder: Yongder Hall Overseas Inc. (100%)

<u>Share capital:</u>	Class of shares	Issued shares	
		Total number	Total amount paid up
	Ordinary	10,000	HK\$100,000.00

**(c) Strategic Placements Limited**

Company name: Strategic Placements Limited

Place of incorporation: British Virgin Islands

Date of incorporation: 2 January 1998

Directors: Mr. Ng Yuk Fung Peter  
Ms. Ng Yuk Mui Jessica

Shareholder: Perfect Riches (100%)

Share capital:

Authorised share capital: 50,000 shares of US\$1.00 each

Issued share capital: One share of US\$1.00 each

**(d) JMEN Limited**

Company name: JMEN Limited (formerly known as B International Company Limited)

Place of incorporation: Hong Kong

Date of incorporation: 19 March 1999

Directors: Mr. Ng Yuk Fung Peter  
Ms. Ng Yuk Mui Jessica

Shareholder: Strategic Placements Limited (100%)

<u>Share capital:</u>	<b>Issued shares</b>		
	<b>Class of shares</b>	<b>Total number</b>	<b>Total amount</b>
			<b>Total amount paid up</b>
	Ordinary	Two	HK\$2.00
			HK\$2.00

**(e) Car Plus Limited**

Company name: Car Plus Limited

Place of incorporation: Hong Kong

Date of incorporation: 19 May 1999

Directors: Mr. Ng Yuk Fung Peter  
Ms. Ng Yuk Mui Jessica

Shareholder: Strategic Placements Limited (100%)

<u>Share capital:</u>	<b>Issued shares</b>		
	<b>Class of shares</b>	<b>Total number</b>	<b>Total amount</b>
			<b>Total amount paid up</b>
	Ordinary	Two	HK\$2.00
			HK\$2.00

**(f) Cheez Design Limited**

Company name: Cheez Design Limited

Place of incorporation: Hong Kong

Date of incorporation: 19 March 1999

Directors: Mr. Ng Yuk Fung Peter  
Ms. Ng Yuk Mui Jessica

Shareholder: Strategic Placements Limited (100%)

<u>Share capital:</u>	<b>Issued shares</b>		
	<b>Class of share</b>	<b>Total number</b>	<b>Total amount</b>
			<b>Total amount paid up</b>
	Ordinary	Two	HK\$2.00
			HK\$2.00

**(g) Kick Creation Limited**

Company name: Kick Creation Limited

Place of incorporation: Hong Kong



Date of incorporation: 19 March 1999

Directors: Mr. Ng Yuk Fung Peter  
Ms. Ng Yuk Mui Jessica

Shareholder: Strategic Placements Limited (100%)

<u>Share capital:</u>	Issued shares		
	Class of share	Total number	Total amount paid up
	Ordinary	Two	HK\$2.00

**(h) Him Limited**

Company name: Him Limited (formerly known as Winline Limited)

Place of incorporation: Hong Kong

Date of incorporation: 12 April 2000

Directors: Mr. Ng Yuk Fung Peter  
Ms. Ng Yuk Mui Jessica

Shareholder: Strategic Placements Limited (100%)

<u>Share capital:</u>	Issued shares		
	Class of share	Total number	Total amount paid up
	Ordinary	Two	HK\$2.00

**(i) South China Publishing Limited**

Company name: South China Publishing Limited (formerly known as Yongder Hall Management Limited)

Place of incorporation: Hong Kong

Date of incorporation: 19 March 1999

Directors: Mr. Ng Yuk Fung Peter  
Ms. Ng Yuk Mui Jessica

Shareholder: Strategic Placements Limited (100%)

<u>Share capital:</u>	Issued shares		
	Class of share	Total number	Total amount paid up
	Ordinary	Two	HK\$2.00

**(j) Yongder Hall Dynamic Marketing Limited**

Company name: Yongder Hall Dynamic Marketing Limited (formerly known as Trendline Investments Limited)

Place of incorporation: Hong Kong

Date of incorporation: 7 July 1992

Directors: Mr. Ng Yuk Fung Peter  
Ms. Ng Yuk Mui Jessica

Shareholder: Strategic Placements Limited (100%)

Share capital:

Class of share	Issued shares		
	Total number	Total amount	Total amount paid up
Ordinary	Two	HK\$2.00	HK\$2.00

**(k) South China Media Publishing Limited**

Company name: South China Media Publishing Limited (formerly known as Golden Marble Limited)

Place of incorporation: Hong Kong

Date of incorporation: 15 January 1999

Directors: Mr. Ng Yuk Fung Peter  
Ms. Ng Yuk Mui Jessica

Shareholder: Strategic Placements Limited (100%)

Share capital:

Class of share	Issued shares		
	Total number	Total amount	Total amount paid up
Ordinary	Two	HK\$2.00	HK\$2.00

**(l) 8 Weekly Limited**

Company name: 8 Weekly Limited (formerly known as Winbest Corporation Limited)

Place of incorporation: Hong Kong

Date of incorporation: 1 April 2004

Directors: Mr. Ng Yuk Fung Peter  
Ms. Ng Yuk Mui Jessica

Shareholder: Strategic Placements Limited (100%)

<u>Share capital:</u> Class of share	Issued shares		
	Total number	Total amount	Total amount paid up
Ordinary	Two	HK\$2.00	HK\$2.00

**(m) Whiz Kids Express Weekly Limited**

Company name: Whiz Kids Express Weekly Limited (formerly known as Express Whiz Kids Weekly Limited and Broad Channel Investments Limited)

Place of incorporation: Hong Kong

Date of incorporation: 1 July 1993

Directors: Mr. Ng Yuk Fung Peter  
Ms. Ng Yuk Mui Jessica

Shareholder: Strategic Placements Limited (100%)

<u>Share capital:</u> Class of share	Issued shares		
	Total number	Total amount	Total amount paid up
Ordinary	Two	HK\$2.00	HK\$2.00

**(n) Express News Weekly Limited**

Company name: Express News Weekly Limited (formerly known as Lucky Trade Investments Limited)

Place of incorporation: Hong Kong

Date of incorporation: 1 July 1993

Directors: Ms. Ng Yuk Mui Jessica  
Strategic Placements Limited  
Perfect Riches Limited

Shareholder: Strategic Placements Limited (100%)

<u>Share capital:</u> Class of share	Issued shares		
	Total number	Total amount	Total amount paid up
Ordinary	Two	HK\$2.00	HK\$2.00

**(o) Friday Weekly Limited**

Company name: Friday Weekly Limited (formerly known as Prince Creation Limited)

Place of incorporation: Hong Kong

Date of incorporation: 2 December 1998

Directors: Mr. Ng Yuk Fung Peter  
Ms. Ng Yuk Mui Jessica

Shareholder: Strategic Placements Limited (100%)

<u>Share capital:</u> Class of share	Issued shares		
	Total number	Total amount	Total amount paid up
Ordinary	Two	HK\$2.00	HK\$2.00

**(p) PC Express Limited**

Company name: PC Express Limited

Place of incorporation: Hong Kong

Date of incorporation: 17 March 1999

Directors: Mr. Ng Yuk Fung Peter  
Ms. Ng Yuk Mui Jessica

Shareholder: Strategic Placements Limited (100%)

<u>Share capital:</u> Class of share	Issued shares		
	Total number	Total amount	Total amount paid up
Ordinary	Two	HK\$2.00	HK\$2.00

**(q) Gracefree Limited**

Company name: Gracefree Limited

Place of incorporation: Hong Kong

Date of incorporation: 24 December 1999

Directors: Mr. Ng Yuk Fung Peter  
Ms. Ng Yuk Mui Jessica

Shareholder: Strategic Placements Limited (100%)

<u>Share capital:</u>	<b>Issued shares</b>		
	<b>Class of share</b>	<b>Total number</b>	<b>Total amount</b>
			<b>Total amount paid up</b>
	Ordinary	Two	HK\$2.00
			HK\$2.00

**(r) MI6 Limited**

Company name: MI6 Limited (formerly known as China Southwest Technology Limited)

Place of incorporation: Hong Kong

Date of incorporation: 12 April 2000

Directors: Mr. Ng Yuk Fung Peter  
Ms. Ng Yuk Mui Jessica

Shareholder: Strategic Placements Limited (100%)

<u>Share capital:</u>	<b>Issued shares</b>		
	<b>Class of share</b>	<b>Total number</b>	<b>Total amount</b>
			<b>Total amount paid up</b>
	Ordinary	Two	HK\$2.00
			HK\$2.00

**(s) Three Weekly Limited**

Company name: Three Weekly Limited (formerly known as Greenrose Limited)

Place of incorporation: Hong Kong

Date of incorporation: 7 July 1999

Directors: Ms. Ng Yuk Mui Jessica  
Perfect Riches Limited  
Strategic Placements Limited

Shareholder: Strategic Placements Limited (100%)

<u>Share capital:</u>	<b>Issued shares</b>		
	<b>Class of share</b>	<b>Total number</b>	<b>Total amount</b>
			<b>Total amount paid up</b>
	Ordinary	Two	HK\$2.00
			HK\$2.00

**(t) ZYC Holding Limited**

Company name: ZYC Holding Limited

Place of incorporation: Hong Kong

Date of incorporation: 7 October 1986

Directors: Mr. Ng Yuk Fung Peter  
Ms. Ng Yuk Mui Jessica

Shareholder: Strategic Placements Limited (100%)

<u>Share capital:</u>	Class of share	Issued shares		
		Total number	Total amount	Total amount paid up
	Ordinary	20,000	HK\$200,000.00	HK\$200,000.00

**(u) Sky Vantage Investments Limited**

Company name: Sky Vantage Investments Limited

Place of incorporation: Hong Kong

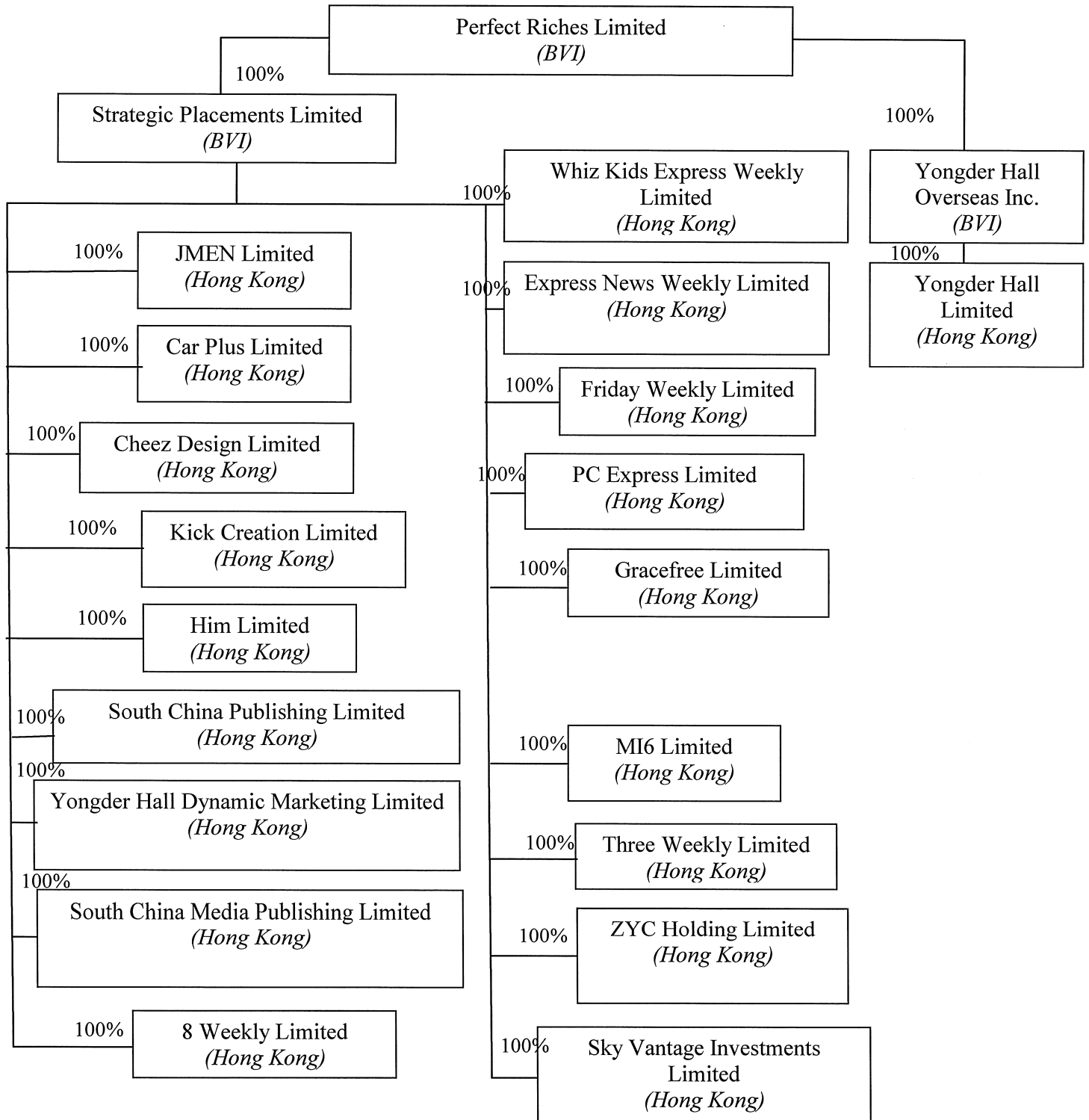
Date of incorporation: 12 May 2006

Directors: Mr. Ng Yuk Fung Peter  
Ms. Ng Yuk Mui Jessica

Shareholder: Strategic Placements Limited (100%)

<u>Share capital:</u>	Class of share	Issued share		
		Total number	Total amount	Total amount paid up
	Ordinary	One	HK\$1.00	HK\$1.00

**(II) Organisational Chart of Perfect Riches and the Perfect Riches Subsidiaries**



## **SCHEDULE 1B**

### **(I) Details of Super Bellax and the Super Bellax Subsidiaries**

#### **(i) Super Bellax**

Company name: Super Bellax Ltd.

Place of incorporation: British Virgin Islands

Date of incorporation: 20 March 1996

Directors: Mr. Ng Yuk Fung Peter  
Ms. Ng Yuk Mui Jessica

Shareholder: Jessica Publication (BVI) Limited (100%)

Share capital:

Authorised share capital: 50,000 shares of US\$1.00 each

Issued share capital: One share of US\$1.00 each

#### **(ii) The Super Bellax Subsidiaries**

##### **(a) Surprise Publishing Limited**

Company name: Surprise Publishing Limited (formerly known as Express Dong Fong Daily Limited and Remass Limited)

Place of incorporation: Hong Kong

Date of incorporation: 17 August 1993

Directors: Ms. Ng Yuk Mui Jessica  
Mr. Ng Yuk Fung Peter

Shareholder: Super Bellax Ltd. (100%)

Share capital:

Class of shares	Issued shares		
	Total number	Total amount	Total amount paid up
Ordinary	Two	HK\$2.00	HK\$2.00

##### **(b) Newasia Management Limited**



Company name: Newasia Management Limited

Place of incorporation: Hong Kong

Date of incorporation: 15 February 1996

Directors: Ms. Ng Yuk Mui Jessica  
Mr. Ng Yuk Fung Peter

Shareholder: Super Bellax Ltd. (100%)

Share capital:

Class of shares	Issued shares		
	Total number	Total amount	Total amount paid up
Ordinary	Two	HK\$2.00	HK\$2.00

**(c) Express Publishing Limited**

Company name: Express Publishing Limited (formerly known as Dong Fong Express Daily Limited and Major Union Limited)

Place of incorporation: Hong Kong

Date of incorporation: 17 August 1993

Directors: Ms. Ng Yuk Mui Jessica  
Mr. Ng Yuk Fung Peter

Shareholder: Super Bellax Ltd. (100%)

Share capital:

Class of shares	Issued shares		
	Total number	Total amount	Total amount paid up
Ordinary	Two	HK\$2.00	HK\$2.00

**(d) Express Management Limited**

Company name: Express Management Limited (formerly known as Dong Fong Express Weekly Limited and Major City Limited)

Place of incorporation: Hong Kong

Date of incorporation: 17 August 1993

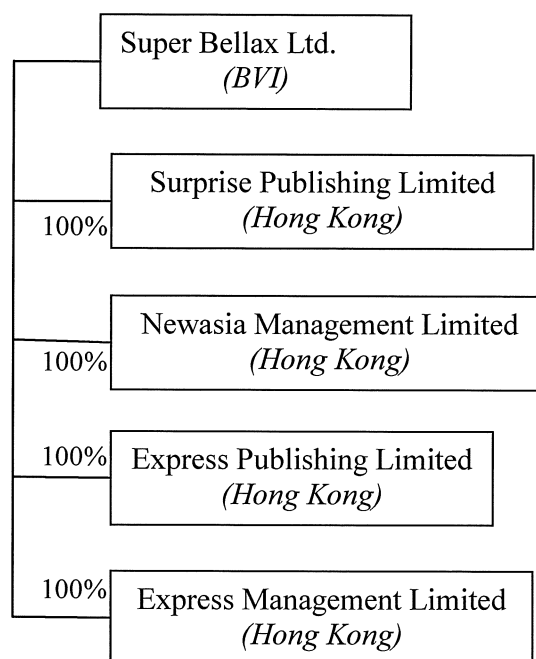
Directors: Ms. Ng Yuk Mui Jessica  
Mr. Ng Yuk Fung Peter

Shareholder: Super Bellax Ltd. (100%)

Share capital:

Class of shares	Issued shares		
	Total number	Total amount	Total amount paid up
Ordinary	Two	HK\$2.00	HK\$2.00

(II) **Organisational Chart of Super Bellax and the Super Bellax Subsidiaries**



## **SCHEDULE 1C**

### **(I) Details of Great Ready and the Great Ready Subsidiaries**

#### **(i) Great Ready**

Company name: Great Ready Assets Limited

Place of incorporation: British Virgin Islands

Date of incorporation: 18 July 2001

Director: Ms. Ng Yuk Mui Jessica

Shareholder: Win Gain Investments Limited (100%)

Share capital:

Authorised share capital: 50,000 shares of US\$1.00 each

Issued share capital: Three shares of US\$1.00 each

#### **(ii) The Great Ready Subsidiaries**

##### **(a) Jessicacode Management Limited**

Company name: Jessicacode Management Limited (formerly known as Honbridge Management Limited and Kewell Limited)

Place of incorporation: Hong Kong

Date of incorporation: 22 June 2001

Director: Ms. Ng Yuk Mui Jessica

Shareholder: Great Ready Assets Limited (100%)

Share capital:

Class of shares	Issued shares		
	Total number	Total amount	Total amount paid up
Ordinary	Two	HK\$2.00	HK\$2.00

##### **(b) Jessicacode Limited**

Company name: Jessicacode Limited (formerly known as Jessica Girl Limited)

Place of incorporation: Hong Kong

Date of incorporation: 20 August 2001

Director: Ms. Ng Yuk Mui Jessica

Shareholder: Great Ready Assets Limited (100%)

Share capital:

Class of shares	Issued shares		
	Total number	Total amount	Total amount paid up
Ordinary	Two	HK\$2.00	HK\$2.00

**(c) Clear Success Limited**

Company name: Clear Success Limited

Place of incorporation: British Virgin Islands

Date of incorporation: 8 October 2003

Director: Ms. Ng Yuk Mui Jessica

Shareholder: Great Ready Assets Limited (100%)

Share capital:

Authorised share capital: 50,000 shares of US\$1.00 each

Issued share capital: One share of US\$1.00 each

**(d) Beforward Trading Limited**

Company name: Beforward Trading Limited

Place of incorporation: British Virgin Islands

Date of incorporation: 12 January 2001

Director: Ms. Ng Yuk Mui Jessica

Shareholder: Great Ready Assets Limited (100%)

Share capital:

Authorised share capital: 50,000 shares of US\$1.00 each

Issued share capital: Two shares of US\$1.00 each

**(e) Superb Taste Company Limited**

Company name: Superb Taste Company Limited

Place of incorporation: Hong Kong

Date of incorporation: 17 March 1999

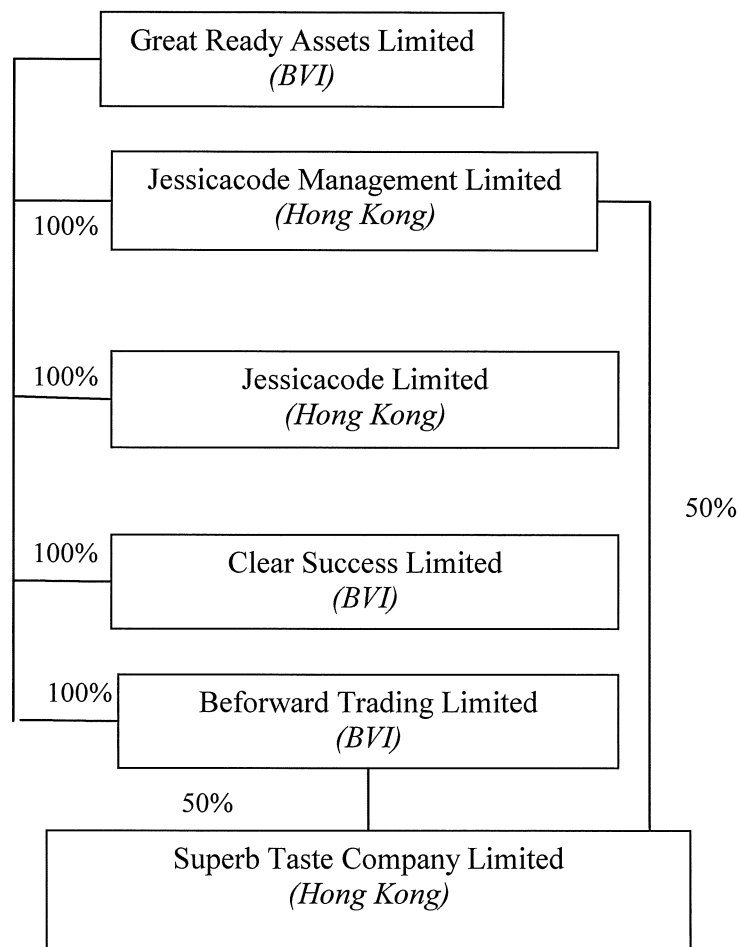
Director: Ms. Ng Yuk Mui Jessica

Shareholders: Beforward Trading Limited (50%)  
Jessicacode Management Limited (50% on trust for Beforward Trading Limited)

Share capital:

Class of shares	Issued shares		
	Total number	Total amount	Total amount paid up
Ordinary	Two	HK\$2.00	HK\$2.00

(II) Organisational Chart of Great Ready and the Great Ready Subsidiaries



## **SCHEDULE 1D**

### **(I) Details of Jade Fountain and the Jade Fountain Subsidiaries upon completion of the Reorganisation**

#### **(i) Jade Fountain**

Company name: Jade Fountain Limited

Place of incorporation: British Virgin Islands

Date of incorporation: 26 March 1999

Directors: Mr. Ng Hung Sang  
Mr. Ng Yuk Fung Peter  
Ms. Ng Yuk Mui Jessica

Shareholder: Ace Market Investments Limited (100%)

Share capital:

Authorised share capital: 50,000 shares of US\$1.00 each

Issued share capital: One share of US\$1.00 each

#### **(ii) The Jade Fountain Subsidiaries**

##### **(a) Jessica Management Company Limited**

Company name: Jessica Management Company Limited (formerly known as Jessica Beaute Limited and Janbo Company Limited)

Place of incorporation: Hong Kong

Date of incorporation: 20 June 2001

Directors: Mr. Ng Yuk Fung Peter  
Ms. Ng Yuk Mui Jessica

Shareholder: Jade Fountain Limited (100%)

Share capital:

Class of shares	Issued shares		
	Total number	Total amount	Total amount paid up
Ordinary	Two	HK\$2.00	HK\$2.00

##### **(b) Jessica Limited 旭榮有限公司**



Company name: Jessica Limited 旭業有限公司 (formerly known as Deemwell Limited and JESSICA LIMITED)

Place of incorporation: Hong Kong

Date of incorporation: 6 September 1999

Directors: Mr. Ng Yuk Fung Peter  
Ms. Ng Yuk Mui Jessica

Shareholder: Jade Fountain Limited (100%)

<u>Share capital:</u>	Issued shares		
	Class of shares	Total number	Total amount paid up
	Ordinary	Two	HK\$2.00

**(c) ZYC Holding No. 1 Limited**

Company name: ZYC Holding No. 1 Limited (formerly known as Fruit Weekly Limited and Jetrife Limited)

Place of incorporation: Hong Kong

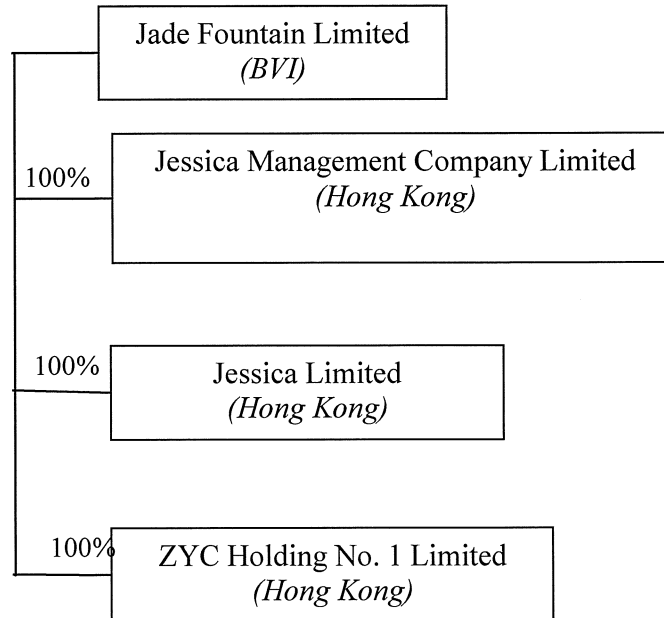
Date of incorporation: 22 December 1999

Directors: Mr. Ng Yuk Fung Peter  
Ms. Ng Yuk Mui Jessica

Shareholder: Jade Fountain Limited (100%)

<u>Share capital:</u>	Issued shares		
	Class of shares	Total number	Total amount paid up
	Ordinary	Two	HK\$2.00

(II) **Organisational Chart of Jade Fountain and the Jade Fountain Subsidiaries upon completion of the Reorganisation**



## **SCHEDULE 2**

### **Vendors' Warranties**

Each of the Vendors hereby jointly and severally represents and warrants to the Purchaser that all representations and statements set out in this Schedule 2 or otherwise contained in this Agreement are and will be true and accurate as at the date hereof and at all times up to and including Completion with reference to the facts and circumstances subsisting at such time.

#### **1. Recitals and schedules**

- 1.1 The matters stated in the Recitals and the Schedules to this Agreement are true and correct in all respects.
- 1.2 All information given by each of the Vendors, or its authorised agent to the Purchaser and/or the professional advisers or other authorised agents thereof relating to the business, activities, affairs, assets or liabilities of the Group, including the information set out in Schedules 1A, 1B, 1C, 1D, 4 and 5 was, when given, and is at the date hereof true and accurate and no fact or matter, which has not been disclosed, may render any such information untrue, inaccurate or misleading at the date of this Agreement or which if disclosed might reasonably be expected to influence adversely the Purchaser's decision to enter into this Agreement.

#### **2. Sale Shares**

- 2.1 The Sale Shares were issued and allotted fully paid, or credited as fully paid, and each of the Sale Shares 1 and Sale Shares 3 rank and will at Completion rank pari passu in all respects inter se.
- 2.2 The Sale Shares are free from any Encumbrance or third party right of whatsoever nature and will be sold and transferred to the Purchaser together with all rights and entitlements attaching thereto (which for the avoidance of doubt, including all dividends and distributions declared on or after the date of this Agreement) and save for such consent contemplated and obtained pursuant to Clause 2.2(c) (if required), the Sale Shares are freely transferable by the Vendors without the consent, approval, permission, licence or concurrence of any third party.
- 2.3 As at the date of this Agreement, the Sale Shares together constitute the entire issued share capital of Perfect Riches, Super Bellax, Great Ready and Jade Fountain and will, on the Completion Date, constitute the entire issued share capital of Perfect Riches, Super Bellax, Great Ready and Jade Fountain.
- 2.4 The Sale Shares are all the shares owned by Vendor 1 in Perfect Riches, Vendor 2 in Super Bellax, Vendor 3 in Great Ready and Vendor 4 in Jade Fountain.

#### **3. Compliance and Corporate Matters**

- 3.1 Each member of the Group has duly and properly complied with all filing and registration requirements in respect of corporate or other documents imposed under the relevant laws of the jurisdiction in which it was incorporated.

- 3.2 To the best knowledge of each of the Vendors, there is no governmental or official investigation or inquiry concerning any member of the Group which is in progress or threatened and there is no circumstance which is likely to give rise to any such investigation or inquiry.
- 3.3 The statutory books and minute books of each member of the Group have been properly written up and, save as Disclosed, the members of the Group have complied with all applicable legal requirements concerning them and all issues of shares, debentures or other securities thereof (if any).
- 3.4 The register of members of each member of the Group is correct and no member of the Group has received any claim, application or request for rectification of its register of members and no circumstance which might lead to any such claim, application or request for rectification of such register to be made has arisen or occurred.
- 3.5 Each member of the Group and its directors (in their capacity as such) have complied with all relevant and applicable legislation and obtained and complied with all necessary licences and consents to carry on business whether in the country, territory or state in which it was incorporated or elsewhere, including applicable legislation relating to companies and securities, real property, Taxation and prevention of corruption, and have complied with all applicable legal requirements in relation to any transaction to which it is or has been a party prior to Completion.
- 3.6 The minute books of directors' meetings and of shareholders' meetings respectively contain properly written-up records of all resolutions passed by the directors and the shareholders respectively of each member of the Group and no resolution, which is not recorded in the relevant minute book, has been passed by either the director(s) or the shareholder(s) of any member of the Group.
- 3.7 No entry has been made in the register of charges of any member of the Group maintained in accordance with the provisions of the applicable legislation and regulations and at the relevant registries or authorities.
- 3.8 For each member of the Group, all documents necessary to prove its title to and ownership in all material assets, an executed copy of all agreements which are material to it and to which it is a party and the original copies of all other documents which are material to it and which are owned by, or ought to be in its possession, are in the possession, custody or control of the relevant Company.
- 3.9 No event or omission has occurred whereby the constitution, subsistence or corporate status of any member of the Group has been or is likely to be adversely affected.

#### **4. Accounts**

- 4.1 For each member of the Group, the Audited Accounts:
- (a) were prepared on a recognised and consistent basis in accordance with the accounting practices generally accepted in Hong Kong and commonly adopted by the companies carrying on businesses similar to that carried on by the relevant members of the Group at the relevant time;

- (b) correctly include all its assets and liabilities;
- (c) correctly make or include full provision for all established liabilities and make proper and adequate provision for (or contain a note in accordance with good accounting practice respecting) all deferred or contingent liabilities (whether liquidated or unliquidated) and all capital commitments, whether actual or contingent, as at 31 December 2015 (if any), and the reserves and provisions made therein for bad and/or doubtful debts (if any) and for all liabilities in respect of Taxation (if any) as at 31 December 2015 are proper and adequate;
- (d) give a true and fair view of the profit or loss for the year ended and the financial position as at 31 December 2015; and
- (e) are not adversely affected by any unusual, exceptional, extraordinary or non-recurring items which has not been disclosed in the Audited Accounts.

4.2 For each member of the Group, the accounting and other books and records for the past seven years from the date of this Agreement are in its possession or control, have been properly written up, and accurately present and reflect in accordance with generally accepted accounting principles and standards all the transactions entered into by it or to which it has been a party, and there is at the date hereof no inaccuracy or discrepancy of any kind contained or reflected in any of the said books and records, and that at the date hereof they give and reflect a true and fair view of the financial, trading and contractual positions of the relevant member of the Group and of its fixed and current and contingent assets and liabilities and debtors and creditors.

4.3 Since the Accounts Date:

- (a) none of the Companies has entered into any material contract or commitment binding on it (other than the contracts entered into in the ordinary course of its business on normal commercial terms) and there has not been any acquisition or disposal of fixed or capital assets or any agreement to effect the same by any of the Companies;
- (b) there has not been any creation of liabilities by any member of the Group (other than on normal commercial terms in the ordinary and proper course of its business);
- (c) no event has occurred regarding any member of the Group which would entitle any third party to terminate any contract or any benefit enjoyed by any member of the Group or call in any amount of money or indebtedness before the normal due date therefor;
- (d) no Company has created any mortgage or charge on the whole or any part of its assets;
- (e) none of the Companies had any incremental borrowing (or increase in borrowings); and
- (f) the business of each member of the Group has been carried on in the ordinary and usual course and in the same manner (including nature and scope) as in the

past. No fixed asset or stock has been written up nor any debt written off, and no unusual or abnormal contract has been entered into by any member of the Group.

- 4.4 Save as disclosed in the Audited Accounts, Management Accounts and/or Completion Accounts, no part of the amounts included in the Audited Accounts or subsequently recorded in the books of any member of the Group as owing by any debtors has been released on terms that any debtor pays less than the full book value of the its debt, or has been written off, or has been proven to any extent to be irrecoverable, or is now regarded by such Company (as the case may be) as irrecoverable in whole or in part.
- 4.5 No transaction of any importance to which any member of the Group is a party has taken place which if it had taken place would have been required to be disclosed in writing to the Purchaser or reflected in the Audited Accounts, Management Accounts, and/or Completion Accounts.
- 4.6 Adequate provisions have been made in the Audited Accounts and/or the Management Accounts for all dividends (if any) or other distributions (if any) to shareholders declared and remaining unpaid as at the respective reporting period end dates.
- 4.7 During the period from the date of this Agreement to Completion, (a) no dividend has been declared whether paid or unpaid; (b) no other distribution has been made in respect of any share capital or reserve of any member of the Group; and (c) no loan or loan capital has been drawn, issued or repaid by any member of the Group in whole or in part.
- 4.8 There has been no Material Adverse Change (or Effect) of any member of the Group as at the date of this Agreement and up to Completion.

## **5. Management Accounts and financial matters**

- 5.1 The Management Accounts:
  - (a) have been prepared on a basis consistent with those adopted in the preparation of the financial statements of respective Companies for the prior periods;
  - (b) give a true and fair view of the consolidated profit or loss and financial position of Perfect Riches Group, Super Bellax Group, Great Ready Group and Jade Fountain Group for the year ended 31 December 2016; and
  - (c) correctly record or include adequate provision for bad or doubtful debt (if any) and all established liabilities (including dividends or other distributions if any).
- 5.2 As at the date of this Agreement and the Completion Date and at anytime in between such dates, save as Disclosed, there is no:
  - (a) damage, destruction or loss, whether covered by insurance or not, adversely affecting the properties, assets or business of any member of the Group;

- (b) sale or transfer by any member of the Group of any tangible or intangible asset other than on normal commercial terms and in the ordinary course of business, creation of any Encumbrance on such asset or lease of property, including equipment, other than tax liens with respect to taxes not yet due and statutory rights of customers in inventory and other assets;
  - (c) transaction which is not entered into on normal commercial terms and in the ordinary course of business;
  - (d) lapse of any patent, utility models, design, trademark, trade name, service mark, copyright or licence or any application with respect to the foregoing;
  - (e) new loan, advance, indemnity or guarantee granted by any member of the Group to or for the benefit of any person except the creation of accounts receivable in the ordinary course of business; or
  - (f) agreement to do any of the foregoing.
- 5.3 None of the Companies has any capital commitment or is engaged in any scheme or project requiring any capital expenditure of a significant amount.
- 5.4 None of the Companies has any obligation or liability other than those arisen from the ordinary course of its business or by operation of law.
- 5.5 Since 1 January 2017, none of the Companies has had any incremental outstanding amount in respect of any of the following:
- (a) borrowing or indebtedness in the nature of borrowing or other credit facility;
  - (b) Encumbrance or any obligation (including a conditional obligation) to create any Encumbrance; and
  - (c) liabilities outstanding under any guarantee or other contingent obligation.

## **6. Equipment and Assets**

- 6.1 Save as Disclosed, the assets used in connection with the business of the members of the Group are under the sole legal and beneficial ownership of and are held by such members of the Group free from any Encumbrance.
- 6.2 All assets owned or used by the members of the Group are in good and proper condition and in working order (fair wear and tear excepted) in all respects and, without prejudice to the generality of the foregoing, none of the Companies has sold or supplied any goods or service which does not comply with any applicable law and/or regulation, or is defective or sub-standard or not in accordance with any representation, warranty or other term (express or implied) in respect of the sale of such goods or service.
- 6.3 The assets included in the Audited Accounts or acquired since 1 January 2016 and all assets used or owned by or in the possession of any member of the Group:

- (a) are legally and beneficially owned by such Company free from any Encumbrance;
  - (b) are in the possession or under the control of such Company; and
  - (c) are not subject to any hire purchase, leasing or any other arrangement of similar nature.
- 6.4 All machinery, equipment, vehicles and other assets owned or used by the members of the Group are in reasonable repair condition and working order, and have been regularly and properly maintained.

**7. Insurance**

- 7.1 Each member of the Group has effected all insurances which are required by the applicable law(s) to be effected by it and/or ought to have been effected over its business (including the present business of each member of the Group), assets and (if so required) third party liability of such member of the Group having taken into account, among others, the nature of business of the relevant member of the Group, the place in which it carries on its business and the business of such member of the Group.
- 7.2 All premiums due on the said policies have been paid and all the conditions of the said policies have been performed and observed in all respects in the place in which the relevant Company carries on its business. Nothing has been done or has been omitted to be done whereby any of the said policies has or may become void or voidable.
- 7.3 No claim lodged by the insurer or the insured under any of the said policies is outstanding and no claim against any member of the Group lodged by any third party is outstanding in respect of any risk covered by any of such policies or by any policy previously held by any member of the Group.
- 7.4 None of the members of the Group is aware of any circumstance which would or might entitle any member of the Group to make a claim under any of the said policies or which would or might be required under any of the said policies to be notified to the insurers.

**8. Taxation**

- 8.1 Each member of the Group has complied in all respects with all relevant and applicable legal requirements relating to registration or notification for Taxation purposes.
- 8.2 Each member of the Group has:
- (a) paid all Taxation due to be paid before the date of this Agreement (if any); and
  - (b) taken all necessary steps to obtain any repayment of or relief from Taxation available to it.



- 8.3 The returns for Taxation purposes which ought to have been made by or in respect of any member of the Group in Hong Kong, the BVI or any other part of the world have been duly made, and all such returns are up to date, correct and on a proper basis and are not the subject of any dispute with the relevant Taxation, revenue or other relevant authorities.
- 8.4 The provisions for Taxation (if any) included in the Audited Accounts, Management Accounts and Completion Accounts (as the case may be) are sufficient to cover all Taxation for which the relevant members of the Group were/are then or might at any time thereafter become or have become liable in respect of all periods ended/ending on 31 December 2015 and the Accounts Date, and Completion Date (immediately before Completion) respectively.
- 8.5 None of the Companies is in dispute with any Taxation or revenue authority and no such dispute is pending or threatened.

**9. Material or related transactions**

- 9.1 Since the dates of incorporation of respective members of the Group, such members of the Group have not entered into any transaction (including but not limited to any sale or purchase of assets) or incurred any liability otherwise than in the ordinary course of business.
- 9.2 Since the dates of incorporation of respective members of the Group, none of the assets of any member of the Group has been depleted by any unlawful act on the part of any person and there has been no Material Adverse Change in the business, financial or trading position or prospects of such members of the Group and, since the date hereof, there shall be no Material Adverse Change in the business, financial or trading position or prospects of such members of the Group.
- 9.3 There is no outstanding and there has not at any time been any outstanding contract or arrangement to which any member of the Group is a party and in which any of the directors or officers of any member of the Group is or has been interested, whether directly or indirectly, other than arm's length service contracts. There is no agreement or understanding (whether legally enforceable or not) between any member of the Group and any person who is a shareholder or the beneficial owner of any interest in any member of the Group or any other company controlled by any such person relating to the management of businesses of any member of the Group or the appointment or the removal of directors of any member of the Group or the ownership or transfer of ownership or the letting of any of the assets of any member of the Group or the provision of finance, goods, services or other facilities to or by any member of the Group or otherwise howsoever relating to any member of the Group or its affairs.

**10. Employment arrangements**

- 10.1 All contracts of service to which any member of the Group is a party can be terminated by it by not more than 3 months' notice without payment of compensation (other than compensation in accordance with the applicable legislation in the relevant jurisdiction).

- 10.2 No member of the Group is a party to:
- (a) any agreement, arrangement or scheme (whether or not legally enforceable) for profit sharing or for the payment to employees of bonuses or incentive payments or the like of a material nature;
  - (b) any collective bargaining or procedural or other agreement with any trades union or similar association; or
  - (c) any provident fund other than pursuant to such agreement, arrangement, fund or scheme whereby it is required by law to be a party.
- 10.3 None of the members of the Group is under any legal liability or obligation or a party to any agreement, arrangement, scheme, fund, ex-gratia arrangement or promise to pay pensions, gratuities, retirement annuities, benefits, periodical sums, or any other payment or compensation (whether or not legally enforceable) in connection with retirement, death or disability to or for any of its past or present officers or employees or their relatives or dependants; and there is no retirement benefit, or pension or death benefit, or similar scheme or arrangement in relation to or binding on any member of the Group or to which any member of the Group shall/should have contribute/contributed.
- 10.4 Prior to the signing of this Agreement, a list of all the existing employees of each member of the Group setting out, among others, the remuneration package and the amount (including salary and others) owed by the relevant member(s) of the Group to each of them (if any) as at the date of this Agreement has been provided by the Vendors to the Purchaser. Particulars of all loans or other benefits in kind enjoyed by the directors of the members of the Group have been Disclosed in full (if any).
- 10.5 None of the members of the Group is under any obligation (whether actual or contingent) to any former employee whether for breach of any contract of service, compensation for wrongful dismissal or unfair dismissal, payment of any salaries, wages, pensions, gratuities, severance pay, long service payment, bonuses or otherwise and no tax, levy, contribution or payment in respect of any former employee whether to any governmental authority, pension fund scheme or trust or otherwise is outstanding or in dispute.
- 10.6 None of the members of the Group has given any guarantee or assumed any obligation in relation to the employees of any other person.

## **11. Properties**

- 11.1 Save as Disclosed, none of the members of the Group owns or has leased or has agreed to lease any real property in the BVI, Hong Kong or any part of the world.

## **12. Litigation**

- 12.1 None of the members of the Group is or has been (a) a party to any litigation, arbitration, prosecution or other legal or contractual proceeding or hearing before any statutory, regulatory or governmental body, department, board of agency or to any

dispute; or (b) the subject of any investigation by any authority in the place where its business is conducted.

- 12.2 No litigation, arbitration, prosecution or other legal or contractual proceeding or investigation is threatened or pending either by or against any member of the Group and there is no fact or circumstance which might give rise to any such proceeding, investigation, hearing or to any dispute or payment.
- 12.3 There is no unfulfilled or unsatisfied judgment or court order against any member of the Group.
- 12.4 None of the members of the Group has any contingent liability.

**13. Contracts and commitments**

- 13.1 The members of the Group have carried on their businesses in the ordinary course and, save as mentioned in or as contemplated by this Agreement, have not entered into any transaction or incurred any liability except in the ordinary course of their day-to-day businesses and on an arm's length basis for full value.
- 13.2 There is no current outstanding nor will there be outstanding at Completion with respect to each member of the Group:
  - (a) any agreement (whether by way of guarantee, indemnity, warranty, representation or otherwise) under which any member of the Group is under any material liability, actual or contingent, in respect of the obligation of any person other than a member of the Group;
  - (b) any contract, to which any member of the Group is a party, of a long-term (i.e. more than one year) and non-trading nature or contains any unusual or unduly onerous provision the disclosure of which could reasonably be expected to influence the decision of the Purchaser in purchasing any or all of the Sale Shares;
  - (c) on an individual or aggregate basis, any sale or purchase option or similar agreement affecting any asset owned or used by any member of the Group (with a value in the books of account of any member of the Group in excess of HK\$100,000 in aggregate) except those entered in the ordinary course of day-to-day trading;
  - (d) on an individual or aggregate basis, any material agreement in excess of HK\$100,000 in aggregate entered into by any member of the Group otherwise than by way of bargain at arm's length; and
  - (e) any management agreements, joint venture agreements, agency agreements or any form of agreement whatsoever which entitles any person to bind any member of the Group contractually to settle, negotiate or compromise any account or claim or to collect, receive or share in any balance or sum payable to any member of the Group save in the ordinary course of business.
- 13.3 Save as Disclosed, no member of the Group has received any formal or informal

notice to repay under any agreement relating to any borrowing (or indebtedness in the nature of borrowing) which is repayable on demand.

- 13.4 No member of the Group is under any obligation, or is a party to any contract, which cannot readily be fulfilled or performed by it on time or without undue or unusual expenditure of money or effort.
- 13.5 No party to any contractually binding agreement or arrangement with or under an obligation to any member of the Group is in default, and there is no circumstance likely to give rise to such a default.
- 13.6 No member of the Group is in default in any respect under any agreement or obligation to which it is party or in respect of any other obligation or restriction binding upon it.
- 13.7 There is no outstanding contract, engagement or liability, whether quantified or disputed, save for those entered into in the ordinary course of day-to-day business operations of the relevant members of the Group.
- 13.8 There is no:
- (a) contractual arrangement between any member of the Group and any party (including but not limited to financiers of any member of the Group) which will or may be legally terminated as a result of the execution or completion of this Agreement;
  - (b) liability for any statutory or governmental levy or charge other than for Taxation the provision for which has been made in the Audited Accounts and/or the Management Accounts and/or Completion Accounts;
  - (c) power of attorney or any other authority (express or implied) which is still outstanding or effective to or in favour of any person to enter into any contract or commitment or to do anything on behalf of any Company;
  - (d) agreement or arrangement entered into by any member of the Group otherwise than by way of bargain at arm's length;
  - (e) contract which is unusual or of a long-term nature, or involves or may involve obligation on it of a nature or magnitude calling for special mention or which cannot be fulfilled or performed on time or without undue or unusual expenditure of money or effort; or
  - (f) contract or arrangement between any member of the Group and the parties hereto or their Associates (excluding the Companies) other than contracts in the ordinary course of their day-to-day trading operations save as Disclosed.
- 13.9 No member of the Group is a party to or bound by any partnership or joint venture or profit sharing or voluntary association or other similar agreement for the conduct of any business.

**14. Intellectual property rights**

- 14.1 The particulars of the intellectual property rights owned by the members of the Group and to be transferred thereto pursuant to Clause 7.4 (as the case may be) as set out in Schedule 4A, Schedule 4B and Schedule 5 are true and accurate in all respects.
- 14.2 The businesses conducted by the members of the Group in the ordinary and usual course at present do not and will not (i) infringe any intellectual property rights of any third party; (ii) give rise to any commission, royalty or like fee; or (iii) require any consent or licence to be obtained.
- 14.3 As at the date of this Agreement, there is no intellectual property right the infringement of which would have any Material Adverse Effect on any member of the Group (taken as a whole) and none of the members of the Group has in the course of its business infringed any intellectual property right of any other person.

**15. Insolvency**

- 15.1 No order has been made or petition presented or resolution passed for the winding up of any member of the Group, nor has any distress, execution or other process been levied against any member of the Group or action taken to repossess goods in the possession of any member of the Group.
- 15.2 No step has been taken for the appointment of an administrator or receiver of any part of the property or undertaking of any member of the Group.
- 15.3 No member of the Group is or has been a party to any transaction which may be avoided in a winding up.
- 15.4 No member of the Group has made or proposed any arrangement or composition with its creditor(s) or any class of its creditors.

**16. Business**

- 16.1 Since the incorporation dates of respective members of the Group:
- (a) the businesses of such members of the Group have been continued in the ordinary and normal course; and
  - (b) the members of the Group have been paying their creditors in respect of all of its debts, which have become due and payable in its ordinary course of business, in accordance with the normal trading practice generally accepted in the markets in which such members of the Group carry on their business.

**17. Miscellaneous**

- 17.1 No member of the Group has:
- (a) committed any breach of any statutory provision, order, bye-law or regulation binding upon it or of any provision of its bye-laws or memorandum of association or articles of association or of any trust deed, agreement or licence to which it is a party or of any covenant, mortgage, charge or debenture given by

it;

- (b) entered into any transaction which is still executory and which is or may be unenforceable by reason of the transaction being voidable at the instance of any other party or ultra vires, void or illegal; or
  - (c) omitted to do anything required or permitted to be done by it necessary for the protection of its respective title to or for the enforcement or the preservation of any order or priority of any properties or rights owned by it.
- 17.2 Each of the Vendors has full power to enter into this Agreement and to exercise its rights and perform its obligations hereunder and (where relevant) all corporate and other actions required to authorise its execution of this Agreement and the performance of its obligations hereunder have been duly taken and this Agreement will, when executed by it, be a legal, valid and binding agreement on them and enforceable in accordance with the terms hereof.
- 17.3 The execution, delivery and performance of this Agreement by each of the Vendors do not and will not violate in any respect any applicable provision of (i) any law or regulation or any order or decree of any governmental authority, agency or court of Hong Kong or any jurisdiction in which it was incorporated or resides or any part thereof prevailing as at the date of this Agreement and as at Completion; (ii) the laws and documents incorporating and constituting any member of the Group prevailing as at the date of this Agreement and as at Completion; or (iii) any mortgage, contract or other undertaking or instrument to which any Company or Vendor is a party or which is binding upon it or any of its assets, and does not and will not result in the creation or imposition of any Encumbrance on any asset thereof pursuant to the provisions of any such mortgage, contract or other undertaking or instrument.
- 17.4 No consent, licence, approval or authorization of or filing or registration with or other requirement of any third party (other than a member of the Group) or any governmental department authority or agency in Hong Kong or elsewhere or any jurisdiction in which any of the Vendors resides is required by any of the Vendors in relation to the valid execution, delivery or performance of this Agreement (or to ensure the validity or enforceability hereof) and the sale of the Sale Shares.
- 17.5 No waiver, consent or approval of any relevant governmental or regulatory authority or other relevant third party in Hong Kong or elsewhere is required or appropriate or is relevant to the entry into and the implementation and completion of this Agreement and no filing by any of the Vendors or any member of the Group with any governmental regulatory authority or other relevant third party in Hong Kong or elsewhere is required or appropriate for the entering into and the implementation of this Agreement; no waiting period is required under the laws of Hong Kong or any other relevant jurisdiction in relation hereto.

### **SCHEDULE 3**

#### **Provisions for construction of “Taxation”**

1. [Deleted]
2. In this Schedule:

**“Relief”**

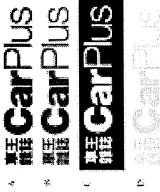
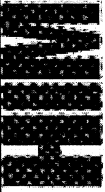
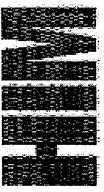


includes any relief, allowance, concession, set off or deduction in computing profits, turnover, expenditure, asset value or other assessable amounts, and any credit granted by or pursuant to any legislation or otherwise relating to all forms of Taxation;

**“Taxation” means:**

- (a) any liability to any form of taxation whenever created or imposed and whether of BVI, Hong Kong, the PRC or of any other part of the world and without prejudice to the generality of the foregoing includes land appreciation tax, land use tax, capital gains tax, assets tax, profits tax, provisional profits tax, business tax on gross income, income tax, value added tax, salaries tax, property tax, estate duty, death duty, capital duty, stamp duty, payroll tax, withholding tax, rates, import, customs and excise duties and generally any tax, duty, impost, surcharge, levy or rate or any amount payable to the revenue, customs or fiscal authorities of local, municipal, governmental, state, provincial, national, state, federal level whether of BVI, Hong Kong, the PRC or of any part of the world;
  - (b) such an amount or amounts as is or are referred to in Paragraph 3; and
  - (c) all costs, interest, penalties, charges and expenses incidental or relating to the liability to Taxation or the deprivation of Relief or of a right to repayment of Taxation to the extent that the same is/are payable or suffered by any of the Companies otherwise than due to the wilful default or neglect of the Company in paying the relevant Taxation.
3. In the event of any deprivation of any Relief or of a right to repayment of any form of Taxation, there shall be treated as an amount of Taxation for which a liability has arisen the amount of such Relief or repayment the amount by which the liability to any such Taxation of the Company would have been reduced by such Relief if there had been no such deprivation as aforesaid, applying the relevant rates of Taxation in force in the period or periods in respect of which such Relief would have applied or (where the rate has at the relevant time not been fixed) the last known rate and assuming that each of the Companies had sufficient profits, turnover or other assessable income, expenditure, asset value or amount against which such Relief might be set off or given.




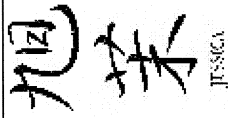


## SCHEDULE 4A





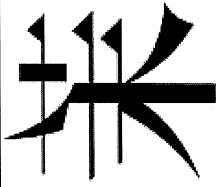
### Particulars of Owned Trademarks

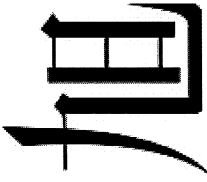



Items	Trademark	Image	Trademark No.	Class	As at the date of this Agreement:				
					Owner/ Applicant	Place of registration/ application	Status	Date of registration	Expiry date
1.	CarPlus 車王雜誌		303464136	16	Car Plus Limited	Hong Kong	Registered	6 July 2015	5 July 2025
2.	HIM		2006B00016	35	JMEN Limited	Hong Kong	Registered	19 October 2002	19 October 2019
3.	HIM		300901791	16	JMEN Limited	Hong Kong	Registered	29 June 2007	28 June 2017
4.	WHIZ. KIDS EXPRESS MONTHLY 兒童快報月刊		300719316	16	Whiz Kids Express Weekly Limited	Hong Kong	Registered	12 September 2006	11 September 2026
5.	Whiz. Kids Express Weekly 兒童快報		300719334	16	Whiz Kids Express Weekly Limited	Hong Kong	Registered	12 September 2006	11 September 2026

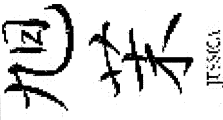

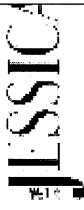










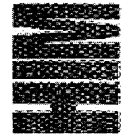





13.	旭莱		200315875	14	Jessica Limited 旭莱有限公司	Hong Kong	Registered	29 October 2002	29 October 2019
14.	旭莱		200406711	16	Jessica Limited 旭莱有限公司	Hong Kong	Registered	29 October 2002	29 October 2019
15.	JCODE 旭莱		300510731	3, 14, 16, 18, 25	Jessica Limited 旭莱有限公司	Hong Kong	Registered	14 October 2005	13 October 2025
16.	JESSICA 旭莱		300510740 AB	16	Jessica Limited 旭莱有限公司	Hong Kong	Registered	14 October 2005	13 October 2025
17.	JESSICAR THE POWER OF FEMININITY 旭莱		301447632	16	Jessica Limited 旭莱有限公司	Hong Kong	Registered	12 October 2009	11 October 2019
18.	Jmen by JESSICA		301447641	16	Jessica Limited 旭莱有限公司	Hong Kong	Registered	12 October 2009	11 October 2019







19.	JESSICA Dream Wedding 旭莱		301502289	16	Jessica Limited 旭莱有限公司	Hong Kong	Registered	17 December 2009	16 December 2019
20.	JESSICA Exclusive旭莱		301502298	16	Jessica Limited 旭莱有限公司	Hong Kong	Registered	17 December 2009	16 December 2019
21.	JESSICA THE WOMAN IN YOU AND ME 旭莱		301502306	16, 35	Jessica Limited 旭莱有限公司	Hong Kong	Registered	17 December 2009	16 December 2019
22.	旭莱		301502315	14, 16, 35	Jessica Limited 旭莱有限公司	Hong Kong	Registered	17 December 2009	16 December 2019
23.	莱		301502324	14, 16, 35	Jessica Limited 旭莱有限公司	Hong Kong	Registered	17 December 2009	16 December 2019

24.	旭		301502342	16	Jessica Limited 旭萊有限公司	Hong Kong	Registered	17 December 2009	16 December 2019
25.	JMEN JESSICA MENinTOTALIT Y No.1 Circulation Men's Lifestyle Magazine 旭萊		301700955	16	Jessica Limited 旭萊有限公司	Hong Kong	Registered	27 August 2010	26 August 2020
26.	JESSICA Baby 旭 萊		301703204	16	Jessica Limited 旭萊有限公司	Hong Kong	Registered	31 August 2010	30 August 2020
27.	JMEN 紳士		302874556	16	Jessica Limited 旭萊有限公司	Hong Kong	Registered	22 January 2014	21 January 2024

28.	JESSICA 旭菜		300510740	3, 14, 16, 18, 25	Jessica Limited 旭菜有限公司	Hong Kong	Application Divided	N/A	N/A
29.	JMEN		2012052220	16	Jessica Limited 旭菜有限公司	Malaysia	Registered	9 April 2012	9 April 2022
30.	JESSICA 旭菜		2010021574	16	Jessica Limited 旭菜有限公司	Singapore	Registered	4 April 2012	4 April 2012
31.	JMEN		T1204698F	16	Jessica Limited 旭菜有限公司	Singapore	Registered	4 April 2012	4 April 2022
32.	JESSICA 旭菜		T1016964I	16	Jessica Limited 旭菜有限公司	Singapore	Registered	23 December 2010	30 December 2020
33.	車王之王	<b>車王之王</b>	4469954	35	CAR PLUS LIMITED	PRC	駁回複審完成	18 January 2005	20 September 2019
34.	車王之王	<b>車王之王</b>	4691188	14	CAR PLUS LIMITED	PRC	駁回複審	31 May 2005	20 October 2018

35.	車王之王		4469985	16	CAR PLUS LIMITED	PRC	完成 駁回複審 完成	18 January 2005	6 April 2018
36.	LIFE PLUS		4469986	35	CAR PLUS LIMITED	PRC	駁回複審 完成	18 January 2005	13 March 2021
37.	LIFE PLUS		4469987	16	CAR PLUS LIMITED	PRC	駁回複審 完成	18 January 2005	13 September 2020
38.	HMC		4469952	35	HIM LIMITED	PRC	商標已註 冊	18 January 2005	27 August 2018
39.	HMC		4691199	14	HIM LIMITED	PRC	商標已註 冊	31 May 2005	20 October 2018
40.	HMC		4469953	16	HIM LIMITED	PRC	商標已註 冊	18 January 2005	6 April 2018
41.	HIM		4691202	14	HIM LIMITED	PRC	商標已註 冊	31 May 2005	20 October 2018
42.	味道;LIVING LISA YOUR FAMILY		4469949	16	SUPERB TASTE COMPANY LIMITED	PRC	異議複審 完成	18 January 2005	13 July 2020
43.	佳人時尚; LOUIE		4570953	35	EXPRESS NEWS WEEKLY LIMITED	PRC	駁回複審 完成	29 March 2005	20 October 2018
44.	旭萊		7831894	14	Jessica Limited 旭萊有限公司	PRC	商標已註 冊	13 November 2009	13 January 2021




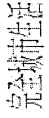


45.	旭茉	旭 茉	7831893	35	Jessica Limited 旭茉有限公 司	PRC	商標已註 冊	13 November 2009	27 January 2021
46.	旭	旭	7831892	16	Jessica Limited 旭茉有限公 司	PRC	商標已註 冊	13 November 2009	13 January 2021
47.	茉	茉	7831891	16	Jessica Limited 旭茉有限公 司	PRC	商標已註 冊	13 November 2009	13 January 2021
48.	茉	茉	7831890	35	Jessica Limited 旭茉有限公 司	PRC	商標已註 冊	13 November 2009	27 January 2021
49.	JMEN JESSICA	Jmen	7514427	16	Jessica Limited 旭茉有限公 司	PRC	商標已註 冊	2 July 2009	6 November 2020
50.	旭茉 THE WOMAN IN YOU AND ME JESSICA	JESSICA	7831888	35	Jessica Limited 旭茉有限公 司	PRC	駁回複審 完成	13 November 2009	20 February 2024








51.	旭茉 JESSICA THE WOMAN IN YOU AND ME		7831889	16	Jessica Limited 旭茉有限公 司	PRC	商標已註 冊	13 November 2009	6 January 2021
52.	旭茉 JESSICAR THE POWER OF FEMININITY		7514426	16	Jessica Limited 旭茉有限公 司	PRC	商標已註 冊	2 July 2009	6 November 2020
53.	完全女人		5589190	16	Jessica Limited 旭茉有限公 司	PRC	駁回複審 完成	6 September 2006	27 August 2021
54.	完全女人手冊		4943148	16	Jessica Limited 旭茉有限公 司	PRC	商標已註 冊	14 October 2005	6 May 2019
55.	旭茉完全女人手 冊; JESSICA' S		4943147	16	Jessica Limited 旭茉有限公 司	PRC	商標已註 冊	14 October 2005	20 May 2019
56.	8現代藝術		7385869	16	8 WEEKLY LIMITED	PRC	商標已註 冊	11 May 2009	6 December 2020












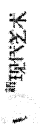




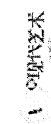
## SCHEDULE 4B

### Particulars of Transferred Trademarks

Items	Trademark	Image	Trademark no.	Class	As at the date of this Agreement:			
					Owner/Applicant	Place of registration/ application	Date of registration	Expiry date
1	完全週末		5589305	16	南華傳媒有限公司 SOUTH CHINA MEDIA LIMITED	PRC	6 September 2006	13 September 2019
2	完全娛樂		5589306	16	南華傳媒有限公司 SOUTH CHINA MEDIA LIMITED	PRC	6 September 2006	13 September 2019
3	完全時尚		5589307	16	南華傳媒有限公司 SOUTH CHINA MEDIA LIMITED	PRC	6 September 2006	13 September 2019
4	完全城市生活		6018285	16	滿保企業有限公司 FULL BOND ENTERPRISES LIMITED	PRC	24 April 2007	27 January 2020
5	周周 8		6233278	16	滿保企業有限公司 FULL BOND ENTERPRISES LIMITED	PRC	21 August 2007	20 February 2020
6	周周八		6233277	16	滿保企業有限公司 FULL BOND ENTERPRISES	PRC	21 August 2007	20 February 2020

						LIMITED						
7	完全城市生活		6771773	16	滿保企業有限公司 FULL BOND ENTERPRISES LIMITED	PRC	10 June 2008	13 July 2020				
8	完全生活手冊 潮流 娛樂·生活 PARALIFE		8981903	16	滿保企業有限公司 FULL BOND ENTERPRISES LIMITED	PRC	23 December 2010	13 May 2022				
9	暢銷生活娛樂期刊 STAR 88		8953197	16	滿保企業有限公司 FULL BOND ENTERPRISES LIMITED	PRC	15 December 2010	13 May 2022				
10	完全城市生活		6030330	16	滿保企業有限公司 FULL BOND ENTERPRISES LIMITED	PRC	29 April 2007	27 June 2021				
11	週刊;8WEEKLY		3976538	16	滿保企業有限公司 FULL BOND ENTERPRISES LIMITED	PRC	24 March 2004	6 January 2027				
12	週周;8WEEKLY		6728959	16	滿保企業有限公司 FULL BOND ENTERPRISES LIMITED	PRC	19 May 2008	13 July 2022				
13	完全生活		7991041	16	滿保企業有限公司 FULL BOND ENTERPRISES LIMITED	PRC	13 January 2010	27 March 2021				

14	8 WEEKLY		7375268	16	滿保企業有限公司 FULL BOND ENTERPRISES LIMITED	PRC	6 May 2009	13 July 2022
15	8 WEEKLY		7375269	16	滿保企業有限公司 FULL BOND ENTERPRISES LIMITED	PRC	6 May 2009	13 July 2022
16	週周 8 WEEKLY		7375267	16	滿保企業有限公司 FULL BOND ENTERPRISES LIMITED	PRC	6 May 2009	13 July 2022
17	完全週末手冊 PARALIFE		7991057	16	滿保企業有限公司 FULL BOND ENTERPRISES LIMITED	PRC	13 January 2010	20 August 2021
18	完全生活	完全生活	7991031	16	滿保企業有限公司 FULL BOND ENTERPRISES LIMITED	PRC	13 January 2010	27 March 2021
19	完全生活手冊	完全生活手冊	7991030	16	滿保企業有限公司 FULL BOND ENTERPRISES LIMITED	PRC	13 January 2010	20 August 2021
20	完全生活手冊		7991058	16	滿保企業有限公司 FULL BOND ENTERPRISES LIMITED	PRC	13 January 2010	20 August 2021
21	完全城市手冊		5720987	16	滿保企業有限公司 FULL BOND ENTERPRISES	PRC	13 November 2006	27 December 2019

							LIMITED				
22	壹周8			5589308	16		滿保企業有限公司 FULL BOND ENTERPRISES LIMITED	PRC	7 January 2013	6 January 2023	
23	資本伊人;CAPITAL FEMME			4469989	16		雅仕活有限公司 AXEWOOD LIMITED	PRC	18 January 2005	20 June 2018	
24	新現代藝術 星期五			7883694	16		雅仕活有限公司 AXEWOOD LIMITED	PRC	3 December 2009	6 December 2023	
25	新現代藝術 星期五			7883695	16		雅仕活有限公司 AXEWOOD LIMITED	PRC	3 December 2009	6 December 2023	
26	新現代藝術 星期五			7883692	16		雅仕活有限公司 AXEWOOD LIMITED	PRC	3 December 2009	20 November 2023	
27	新艺术星期五,5			7883628	16		雅仕活有限公司 AXEWOOD LIMITED	PRC	28 December 2012	27 December 2022	
28	新艺术星期五,5			7883631	16		雅仕活有限公司 AXEWOOD LIMITED	PRC	14 July 2013	13 July 2023	
29	新艺术星期五,5			7883632	16		雅仕活有限公司 AXEWOOD LIMITED	PRC	14 July 2013	13 July 2023	
30	新现代艺术星期五,ILIKETHISON			7883691	16		雅仕活有限公司 AXEWOOD LIMITED	PRC	21 November 2013	20 November 2023	

31	新现代艺术星期五, ILKETHISON E		7883693	16	雅仕活有限公司 AXEWOOD LIMITED	PRC	7 December 2013	6 December 2023
32	新艺术星期五		7883799	16	雅仕活有限公司 AXEWOOD LIMITED	PRC	28 January 2013	27 January 2023
33	新艺术星期五		7883800	16	雅仕活有限公司 AXEWOOD LIMITED	PRC	28 January 2013	27 January 2023

## SCHEDULE 5

### Particulars of Owned Domain Names

Items	Domain name	Registered owner
1.	jmenplus.com	JMEN LTD.
2.	jmenplus.com.hk	JMEN LTD.
3.	jmen.com.hk	JMEN LTD.
4.	jmenhk.com	JMEN LTD.
5.	carplus.com.hk	CAR PLUS LTD.
6.	carplushk.com	CAR PLUS LTD.
7.	車王雜誌.香港	CAR PLUS LTD.
8.	him.com.hk	HIM LTD.
9.	8weekly.com	8 WEEKLY LTD.
10.	星期8.香港	8 WEEKLY LTD.
11.	sckid.com	WHIZ KIDS EXPRESS WEEKLY LTD.
12.	whizkidshk.com	WHIZ KIDS EXPRESS WEEKLY LTD.

13.	兒童快報.香港	WHIZ KIDS EXPRESS WEEKLY LTD.
14.	兒童快報月刊.香港	WHIZ KIDS EXPRESS WEEKLY LTD.
15.	xpweekly.com	EXPRESS NEWS WEEKLY LTD.
16.	xpweekly.com.hk	EXPRESS NEWS WEEKLY LTD.
17.	快週刊.香港	EXPRESS NEWS WEEKLY LTD.
18.	雪糕新地.香港	FRIDAY WEEKLY LTD.
19.	jessicasweekly.com	GRACEFREE LTD.
20.	jessicasweekly.com.hk	GRACEFREE LTD.
21.	完全女人手冊.香港	GRACEFREE LTD.
22.	3weekly.com	SKY VANTAGE INVESTMENTS LTD.
23.	3周刊.香港	SKY VANTAGE INVESTMENTS LTD.
24.	jessicacode.com	JESSICACODE LTD.
25.	lisa.com.hk	SUPERB TASTE COMPANY LTD.
26.	lisahk.com	JESSICA LTD.
27.	Lisa味道.香港	JESSICA LTD.
28.	jessica.com.my	JESSICA LTD.

29.	jessicachina.cn	JESSICA LTD.	
30.	jessicacn.com	JESSICA LTD.	
31.	jessicacode.com	JESSICA LTD.	
32.	jessicahk.com	JESSICA LTD.	
33.	jessicamy.com	JESSICA LTD.	
34.	jessicapublications.com.cn	JESSICA LTD.	
35.	jessicasweekly.com	JESSICA LTD.	
36.	jessicasweekly.com.hk	JESSICA LTD.	
37.	jessicativ.com.hk	JESSICA LTD.	
38.	jmen.com.hk	JESSICA LTD.	
39.	jmenhk.com	JESSICA LTD.	
40.	jmenplus.com	JESSICA LTD.	
41.	jmenplus.com.hk	JESSICA LTD.	
42.	jtv.com.hk	JESSICA LTD.	
43.	旭莱.cn	JESSICA LTD.	
44.	旭莱.com	JESSICA LTD.	

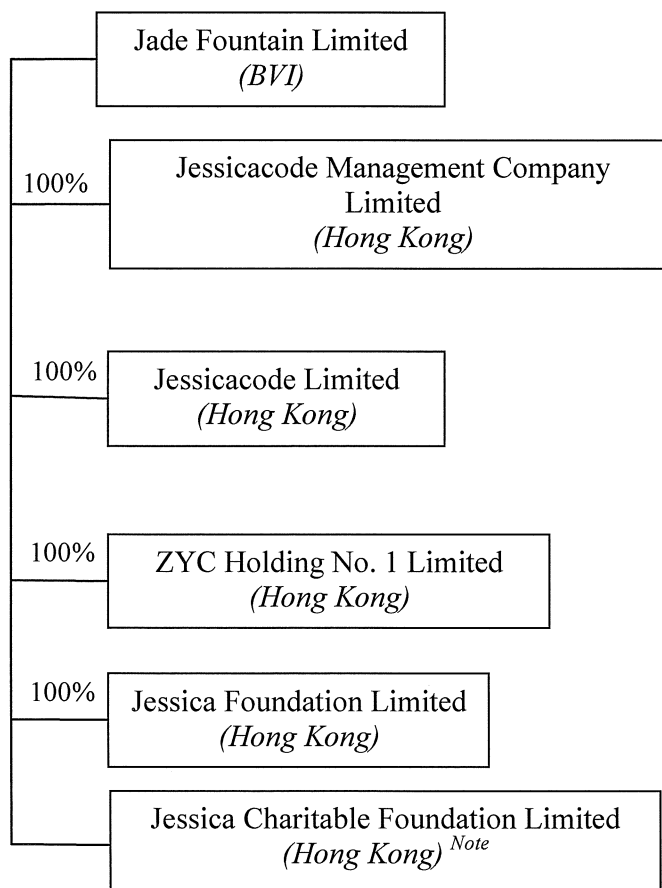


45.	旭榮.hk	JESSICA LTD.	
46.	旭榮.中國	JESSICA LTD.	
47.	jessicacn.com	JESSICA LTD.	
48.	瑪利嘉兒.hk	ZYC HOLDING NO.1 LTD	
49.	瑪利嘉兒.香港	ZYC HOLDING NO.1 LTD	
50.	marieclaire.com.hk	ZYC HOLDING NO.1 LTD	

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## **SCHEDULE 6A**

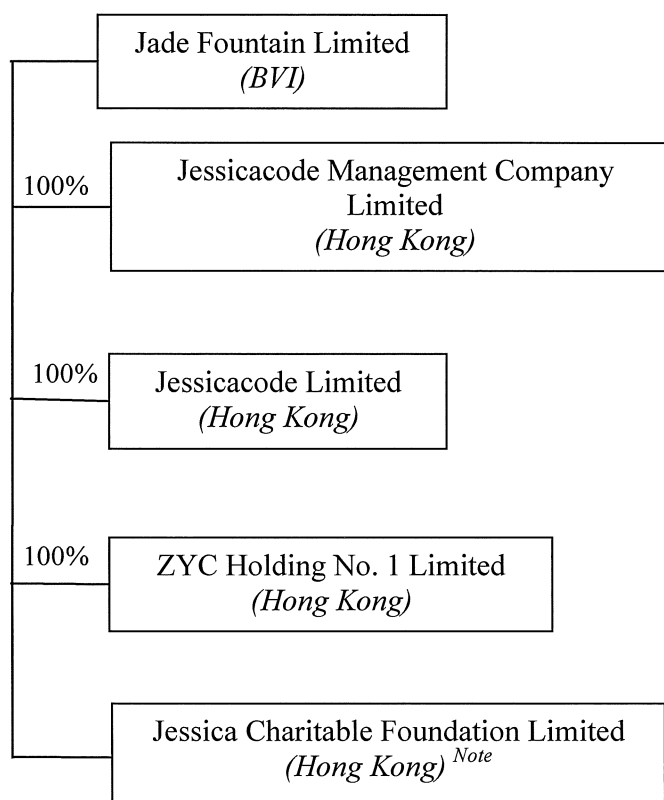
### **Corporate structure of the Jade Fountain Group prior to the Reorganisation**



Note: Jessica Charitable Foundation Limited is incorporated as a company limited by guarantee and not having a share capital; Jade Fountain Limited is the sole member of Jessica Charitable Foundation Limited as at the date hereof.

## **SCHEDULE 6B**

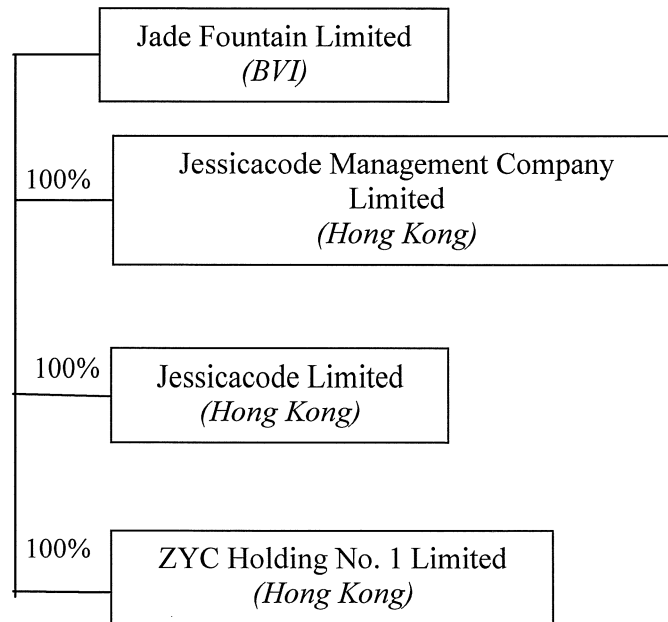
### **Corporate structure of the Jade Fountain Group immediately upon completion of step one of the Reorganisation and upon Completion**



Note: Jade Fountain shall cease to be the sole member of Jessica Charitable Foundation Limited as stipulated under Clauses 7.8 and 7.9 of this Agreement as soon as possible after Completion.

## SCHEDULE 6C

### Corporate structure of the Jade Fountain Group immediately upon completion of the Reorganisation



**Appendix 1**

**Management Accounts**

## **Appendix 2**

### **Letter of disclosure from the Vendors**

Paragraph No. of Schedule 2	Disclosure
3.3	<p>Whiz Kids Express Weekly Limited did not lay the audited accounts at the annual general meeting for the year ended 31 December 2015 in accordance with the Companies Ordinance.</p> <p>Sky Vantage Limited did not lay the audited accounts at the annual general meetings for the years ended 31 December 2014 and 31 December 2015 in accordance with the Companies Ordinance.</p> <p>Him Limited did not lay the audited accounts at the annual general meetings for the years ended 31 December 2012, 31 December 2013, 31 December 2014 and 31 December 2015 in accordance with the Companies Ordinance.</p> <p>Express News Weekly Limited did not lay the audited accounts at the annual general meetings for the years ended, 31 December 2009, 31 December 2010, 31 December 2011, 31 December 2012, 31 December 2013, 31 December 2014 and 31 December 2015 in accordance with the Companies Ordinance.</p> <p>ZYC Holding Limited did not lay the audited accounts at the annual general meetings for the years ended 31 December 2014 and 31 December 2015 in accordance with the Companies Ordinance</p> <p>JMEN Limited, Cheez Design Limited, Kick Creation Ltd, South China Publishing Limited, Yonger Hall Dynamic Marketing Limited, South China Media Publishing Limited, 8 Weekly Limited, Yongder Hall Limited, Friday Weekly Limited, PC Express Limited, Gracefree Limited, M16 Limited and Three Weekly Limited did not lay the audited accounts at the annual general meetings for the years ended 31 December 2010, 31 December 2011, 31 December 2012, 31 December 2013, 31 December 2014 and 31 December 2015 in accordance with the Companies Ordinance.</p> <p>Surprise Publishing Limited, Newasia Management Limited, Express Publishing Limited and Express Management Limited did not lay the audited accounts at the annual general meetings for the years ended 31 December 2010, 31 December 2011, 31 December 2012, 31 December 2013, 31 December 2014 and 31 December 2015 in accordance with the Companies Ordinance.</p> <p>Jessicacode Management Limited did not lay the audited accounts at the annual general meetings for the years ended 31 December 2014 and 31 December 2015 in accordance with the Companies Ordinance.</p>

	<p>Superb Taste Company Limited did not lay the audited accounts at the annual general meetings for the years ended 31 December 2012, 31 December 2013, 31 December 2014 and 31 December 2015 in accordance with the Companies Ordinance.</p> <p>Jessica Management Company Limited did not lay the audited accounts at the annual general meetings for the years ended 31 December 2010, 31 December 2011, 31 December 2012, 31 December 2013, 31 December 2014 and 31 December 2015 in accordance with the Companies Ordinance.</p>
4	<p>Whiz Kids Express Weekly Limited has not prepared the audited accounts for the year ended 31 December 2015 in accordance with the Companies Ordinance.</p> <p>Sky Vantage Limited has not prepared the audited accounts for the years ended 31 December 2014 and 31 December 2015 in accordance with the Companies Ordinance.</p> <p>Him Limited has not prepared the audited accounts for the years ended 31 December 2012, 31 December 2013, 31 December 2014 and 31 December 2015 in accordance with the Companies Ordinance.</p> <p>Express News Weekly Limited has not prepared the audited accounts for the years ended, 31 December 2009, 31 December 2010, 31 December 2011, 31 December 2012, 31 December 2013, 31 December 2014 and 31 December 2015 in accordance with the Companies Ordinance.</p> <p>ZYC Holding Limited has not prepared the audited accounts for the years ended 31 December 2014, 31 December 2015 in accordance with the Companies Ordinance</p> <p>JMEN Limited, Cheez Design Limited, Kick Creation Ltd, South China Publishing Limited, Yonger Hall Dynamic Marketing Limited, South China Media Publishing Limited, 8 Weekly Limited, Yongder Hall Limited, Friday Weekly Limited, PC Express Limited, Gracefree Limited, M16 Limited and Three Weekly Limited have not prepared the audited accounts for the years ended 31 December 2010, 31 December 2011, 31 December 2012, 31 December 2013, 31 December 2014 and 31 December 2015 in accordance with the Companies Ordinance.</p> <p>Surprise Publishing Limited, Newasia Management Limited, Express Publishing Limited and Express Management Limited have not prepared the audited accounts for the years ended 31 December 2010, 31 December 2011, 31 December 2012, 31 December 2013, 31 December 2014 and 31 December 2015 in accordance with the Companies Ordinance.</p> <p>Jessicacode Management Limited has not prepared the audited accounts for the years ended 31 December 2014 and 31 December 2015 in accordance with the Companies Ordinance.</p>

	<p>Superb Taste Company Limited has not prepared the audited accounts for the years ended 31 December 2012, 31 December 2013, 31 December 2014 and 31 December 2015 in accordance with the Companies Ordinance.</p> <p>Jessica Management Company Limited has not prepared the audited accounts for the years ended 31 December 2010, 31 December 2011, 31 December 2012, 31 December 2013, 31 December 2014 and 31 December 2015 in accordance with the Companies Ordinance.</p>														
10.2(a)	<p>Whiz Kids Express Weekly Limited, JMEN Limited, Carplus Limited, Jessicacode Limited, Jessica Limited, ZYC Holdings No. 1 Limited Capital Publishing Limited, Capital CEO Limited, Capital Entrepreneur Limited and Golden Ways Limited have commission schemes and incentive plans for their salesmen.</p>														
5.5	<p>There was no additional bank borrowing from 1 January 2017 to the date of signing of this Agreement.</p> <p>Jessica Limited has pledged HK\$4,900,000 bank deposit to secure the overdraft facilities HK\$8,800,000 to Standard Chartered Bank.</p> <p>ZYC Holdings No.1 Limited has confirmed a repayment schedule with Bank of Communications to settle the HK\$10,000,000 revolving loan. The repayment schedule is as follows:</p> <table> <tr> <td>31 July 2017</td><td>HK\$1,000,000</td></tr> <tr> <td>30 September 2017</td><td>HK\$1,000,000</td></tr> <tr> <td>31 December 2017</td><td>HK\$1,000,000</td></tr> <tr> <td>31 March 2018</td><td>HK\$1,500,000</td></tr> <tr> <td>30 June 2018</td><td>HK\$1,500,000</td></tr> <tr> <td>30 September 2018</td><td>HK\$1,500,000</td></tr> <tr> <td>31 December 2018</td><td>HK\$2,500,000</td></tr> </table>	31 July 2017	HK\$1,000,000	30 September 2017	HK\$1,000,000	31 December 2017	HK\$1,000,000	31 March 2018	HK\$1,500,000	30 June 2018	HK\$1,500,000	30 September 2018	HK\$1,500,000	31 December 2018	HK\$2,500,000
31 July 2017	HK\$1,000,000														
30 September 2017	HK\$1,000,000														
31 December 2017	HK\$1,000,000														
31 March 2018	HK\$1,500,000														
30 June 2018	HK\$1,500,000														
30 September 2018	HK\$1,500,000														
31 December 2018	HK\$2,500,000														



**VENDOR 1**

**SIGNED** by )  
for and on behalf of )  
**NICEMATE INVESTMENTS LIMITED** )  
in the presence of: )

**VENDOR 2**

**SIGNED** by )  
for and on behalf of )  
**JESSICA PUBLICATIONS (BVI) LIMITED** )  
in the presence of: )

**VENDOR 3**

**SIGNED** by )  
for and on behalf of )  
**WIN GAIN INVESTMENTS LIMITED** )  
in the presence of: )

**VENDOR 4**

**SIGNED** by )  
for and on behalf of )  
**ACE MARKET INVESTMENTS LIMITED** )  
in the presence of: )

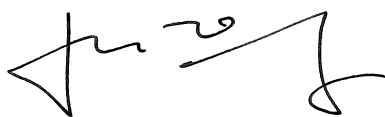
**THE PURCHASER**

**SIGNED** by )  
for and on behalf of )  
**PERFECT MIND VENTURES LIMITED** )  
in the presence of: )



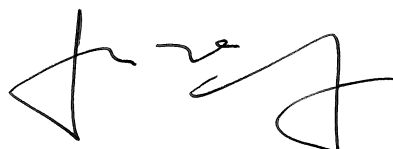
**VENDOR 1**

SIGNED by NG YUK MUI JESSICA )  
for and on behalf of )  
NICEMATE INVESTMENTS LIMITED )



**VENDOR 2**

SIGNED by NG YUK MUI JESSICA )  
for and on behalf of )  
JESSICA PUBLICATIONS (BVI) LIMITED )



**VENDOR 3**

SIGNED by NG YUK MUI JESSICA )  
for and on behalf of )  
WIN GAIN INVESTMENTS LIMITED )



**VENDOR 4**

SIGNED by NG YUK MUI JESSICA )  
for and on behalf of )  
ACE MARKET INVESTMENTS LIMITED )



**VENDOR 5**

SIGNED by RICHARD HOWARD GORGES )  
for and on behalf of )  
TEK LEE FINANCE AND INVESTMENT )  
CORPORATION LIMITED )



**THE PURCHASER**

SIGNED by WANG WEI HSIN )  
for and on behalf of )  
PERFECT MIND VENTURES LIMITED )



