

DATED: 31 MARCH 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

**TEK LEE FINANCE AND INVESTMENT CORPORATION LIMITED
(as Vendor 5)**

and

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

**SALE AND PURCHASE AGREEMENT
in relation to 100% of the share capital of
PERFECT RICHES LIMITED, SUPER BELLAX LIMITED, GREAT READY ASSETS
LIMITED, JADE FOUNTAIN LIMITED and TEK LEE FINANCE AND
INVESTMENT CORPORATION LIMITED**

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THIS AGREEMENT is dated 31 March 2017 and is made

BETWEEN:

- (1) **NICEMATE INVESTMENTS LIMITED**, a company incorporated in Hong Kong and 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 and 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 and 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 and 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 and 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 and 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, 160,000 fully paid shares of which have been issued and are beneficially owned by Vendor 1.
- (B) Super Bellax Limited (“**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, one (1) fully paid share of which have been issued and are 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, three (3) fully paid shares of which have been issued and are 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, one (1) fully paid share of which have been issued and are beneficially owned by Vendor 4.
- (E) Super Giant Limited (“**Super Giant**”) is a private company incorporated under the laws of the British Virgin Islands, particulars of which are set out in Schedule 1E. Super Giant has an authorised capital of US\$50,000 divided into 50,000 shares of US\$1.00 each, one (1) fully paid share of which have been issued and are beneficially owned by Vendor 5.
- (F) 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 this 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:

“**Accounts Date**” 31 December 2016;

“**Associates**” shall have the same meaning as in the Listing Rules;

“**Audited Accounts**” (i) 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; and (ii) the audited consolidated financial statements of Super Giant Limit for the financial year ended 31 December 2015, in each case including the notes thereto and together with the reports and other documents required by law or relevant accounting standards or practices to be annexed or attached to them;

“**Business Day**” 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;
“BVI”	the British Virgin Islands;
“Company”	any one of the Companies;
“Companies”	collectively, the Perfect Riches Group Companies, the Super Bellax Group Companies, the Great Ready Group Companies, the Jade Fountain Group Companies and the Super Giant Group Companies;
“Companies Ordinance”	Companies Ordinance, Chapter 622 of the Laws of Hong Kong;
“Completion”	completion of this Agreement in accordance with the provisions of Clause 4 on the Completion Date;
“Completion Date”	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;
“Conditions Precedent”	the conditions listed in Clause 2.2;
“Consideration”	collectively, the Giant Consideration and the Media Consideration;
“Copthorne”	Copthorne Holdings Corp., a company incorporated in Panama with limited liability and an indirect wholly-owned subsidiary of South China Holdings;
“Disclosed”	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;
“Disposal”	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 and includes any agreement so to do and “Dispose” shall be construed accordingly;

“Encumbrance”	any mortgage, charge, pledge, lien (otherwise than arising by statute or operation of law), hypothecation, equities, adverse claims, or other encumbrances, priority or security interest, deferred purchase, title retention, leasing, sale-and-purchase, sale-and-leaseback arrangement over or in any property, assets or rights of whatsoever nature or interest or any agreement for any of same and “Encumber” shall be construed accordingly;
“Extraordinary General Meeting”	the extraordinary general meeting of Listed Company to be convened and held as contemplated in Clause 2.2 and any adjournment thereof;
“Giant Completion Accounts”	the unaudited consolidated financial statements of the Super Giant Group for the period from 1 January 2017 to the Completion Date, prepared in accordance with Clause 8.2;
“Giant Consideration”	the consideration payable for the Sale Share 5 in the amount stipulated in Clause 3 and subject to adjustment as provided in Clause 8;
“Giant Warranties”	the agreements, obligations, warranties, representations and undertakings of Vendor 5 in respect of each of Super Giant Group Companies, contained in Clause 5A and Schedule 2B;
“Great Ready Group”	the group of companies comprising Great Ready and the Great Ready Subsidiaries, and the expressions “Great Ready Group Company(ies)” shall be construed accordingly;
“Great Ready Subsidiaries”	(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 which is owned by Beforward Trading Limited and Jessicacode Management Limited, a Jade Fountain Subsidiary, as to 50% each, details of which are set out in Schedule 1C(ii), and “Great Ready Subsidiary” shall mean any one of them;
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC;
“Jade Fountain Group”	the group of companies comprising Jade Fountain and the Jade Fountain Subsidiaries, and the expressions “Jade Fountain Group Company(ies)” shall be construed accordingly;
“Jade Fountain Subsidiaries”	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 “Jade Fountain Subsidiary” shall

mean any one of them;

“Listed Company”	South China Financial Holdings Limited, a company incorporated in Hong Kong with limited liability, the ordinary shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 619), which directly held 100% of issued shares of the Purchaser as at the date of this Agreement;
“Listing Rules”	Rules Governing the Listing of Securities on the Stock Exchange;
“Management Accounts”	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, the unaudited consolidated financial statements of Jade Fountain Group for the year ended 31 December 2016 and the unaudited consolidated financial statements of Super Giant Group for the year ended 31 December 2016, as annexed to this Agreement as Appendix;
“Material Adverse Change (or Effect)”	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 Perfect Riches Group, the Super Bellax Group, the Great Ready Group, the Jade Fountain Group or the Super Giant Group;
“Media Completion Accounts”	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;
“Media Consideration”	the total consideration payable for the Media Sale Shares in the amount stipulated in Clause 3 and subject to adjustment as provided in Clause 8;
“Media Group”	collectively, the Perfect Riches Group, the Super Bellax Group, the Great Ready Group and the Jade Fountain Group;
“Media Sale Shares”	collectively, Sale Shares 1, Sale Share 2, Sale Shares 3 and Sale Share 4;

“Media Vendors”	collectively, Vendor 1, Vendor 2, Vendor 3 and Vendor 4;
“Media Warranties”	the agreements, obligations, warranties, representations and undertakings of (i) Vendor 1 in respect of each of Perfect Riches Group Companies; (ii) Vendor 2 in respect of each of 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 Jade Fountain Group Companies, contained in Clause 5 and Schedule 2A;
“New Tenancy Agreement(s)”	tenancy agreement(s) to be entered into between Copthorne (as landlord) with member(s) of the Perfect Riches Group, Super Bellax Group, Great Ready Group or Jade Fountain Group (as tenant) in relation to the lease of the Premises;
“month”	a period starting on one day in a calendar month and ending on the corresponding day in the next calendar month or, 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) save that 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 later month;
“Owned Domain Names”	domain names owned and registered in the name of the Companies, particulars of which are set out in Schedule 5;
“Owned Trademarks”	trademarks owned and registered in the name of the Companies, particulars of which are set out in Schedule 4;
“Perfect Riches Group”	the group of companies comprising Perfect Riches and the Perfect Riches Subsidiaries, and the expressions “Perfect Riches Group Company(ies)” shall be construed accordingly;
“Perfect Riches Subsidiaries”	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 “Perfect Riches Subsidiary” shall mean any one

of them;

“PRC”	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;
“Premises”	the premises known as (i) Units A and B, 3rd Floor, Wah Shing Centre, 5 Fung Yip Street, Chai Wan, Hong Kong; (ii) Unit B, 12th Floor, Wah Shing Centre, 5 Fung Yip Street, Chai Wan, Hong Kong owned by Corphorne;
“Private Group”	the group of companies comprising Broaden Base Investments Limited, Vendor 2, Ace Market Investments Ltd. and Vendor 5 and their respective subsidiaries (but excluding the Companies) and the expressions “member(s) of the Private Group” and “Private Group Company(ies)” shall be construed accordingly;
“Related Party Loans”	all loans owing by any member of the Perfect Riches Group, the Super Bellax Group, the Great Ready Group and the Jade Fountain Group to the Private Group or any member of the Private Group;
“Reorganisation”	the disposal of the entire issued share capital of each of Jessica Foundation Limited and Jessica Charitable Foundation Limited from 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 6;
“Sale Shares 1”	the 160,000 issued shares of Perfect Riches, representing the entire issued share capital of Perfect Riches;
“Sale Share 2”	the one (1) issued share of Super Bellax, representing the entire issued share capital of Super Bellax;
“Sale Shares 3”	the three (3) issued shares of Great Ready, representing the entire issued share capital of Great Ready;
“Sale Share 4”	the one (1) issued share of Jade Fountain, representing the entire issued share capital of Jade Fountain;
“Sale Share 5”	the one (1) issued share of Super Giant, representing the entire issued share capital of Super Giant;
“Sale Share(s)”	any of Media Sale Shares and Sale Share 5, collectively, the “Sale Shares” ;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“South China	South China Holdings Company Limited, a company

Holdings	incorporated in the Cayman Islands with limited liability, whose shares are listed on the Main Board of the Stock Exchange (Stock Code: 413);
“Super Bellax Group”	the group of companies comprising Super Bellax and the Super Bellax Subsidiaries, and the expressions “Super Bellax Group Company(ies)” shall be construed accordingly;
“Super Bellax Subsidiaries”	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 “Super Bellax Subsidiary” shall mean any one of them;
“Super Giant Group”	the group of companies comprising Super Giant and the Super Giant Subsidiaries, and the expressions “Super Giant Group Company(ies)” shall be construed accordingly;
“Super Giant Subsidiaries”	(i) South China (Mainland) Limited, South China Jewellery Limited, Silverdew Development Limited, East Hill Development Limited, Greenearn Investments Limited, Bounty Gain Group Limited, Andwarm Investment Limited, South China (China Property) Limited, Brighton Investments Limited, Kitbond Investments Limited, Southchinanet.com (BVI) Limited, Fortune Smart Limited, Propearn Limited, Yetway Limited, Lightly Limited, Sparkle Win Limited, Kindion Limited, Polyrife Limited and SCIT Holdings Limited, each a wholly owned subsidiary of Super Giant; (ii) 重慶運通資訊科技有限公司 and 瀋陽盛聯電子科技有限公司, an indirect subsidiary of Super Giant owned thereby as to 70%; (iii) 重慶南華英賽光訊有限公司, an indirect subsidiary of Super Giant owned thereby as to 65%; and (iv) 上海中騰信息網絡有限公司, 瀋陽西維爾資訊科技有限公司 and 上海希泰信息技術有限公司, each an indirect subsidiary of Super Giant as to 60%, as to details of which are set out in Schedule 1E(ii), and “Super Giant Subsidiary” shall mean any one of them;
“Taxation”	shall be construed in accordance with the provisions of Schedule 3;
“Transferred Trademarks”	trademarks owned and registered in the name of members of the Private Group and which are to be transferred and assigned to members of the the Perfect Riches Group, Super Bellax Group, Great Ready Group or Jade Fountain Group, as directed by the Purchaser;
“Vendor(s)”	any one of Vendor 1, Vendor 2, Vendor 3, Vendor 4 and Vendor 5, collectively, the “Vendors” ;

“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 Vendor and the Purchaser and with such alterations as may be agreed between the Vendor 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 the 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 the 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) the Reorganisation 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 any third party(ies);
- (d) the Purchaser being satisfied with the results of the Review;
- (e) the valuation of the Media 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.

2.3 Vendor 1, Vendor 2, Vendor 3, Vendor 4 and Vendor 5 (in respect of Perfect Riches, Super Bellax, Great Ready, Jade Fountain and Super Giant, 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(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 herein contemplated 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 and 17 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 breaches 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 Deposit (as defined in Clauses 1.1 and 3.3) 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, Vendor 4 and Vendor 5 shall sell and the Purchaser shall purchase the Sale Shares 1, Sale Share 2, Sale Shares 3, Sale Share 4 and Sale Share 5, respectively, 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 Subject to the adjustment provided for in Clause 8, the Consideration for the sale of the

- Sale Shares consists of (i) the Media Consideration of HK\$84,000,000 in aggregate for the sale of Sale Shares 1, Sale Share 2, Sale Shares 3 and Sale Share 4 payable to the Media Vendors jointly and severally; and (ii) the Giant Consideration of HK\$1.00 for the sale of Sale Share 5 payable to Vendor 5.
- 3.3 In respect of the Media Sale Shares, after the execution of this Agreement, the Media Consideration shall be paid and satisfied in the following manner:
- (1) HK\$10,000,000 shall be payable by 31 March 2017 as a deposit and part payment (“**Deposit**”) of the Media Consideration; and
 - (2) HK\$5,000,000 shall be payable by 31 May 2017 (or within two Business Days from the Completion Date, whichever is earlier) as a second payment of the Media Consideration.
- 3.3A The Media Vendors undertook jointly and severally that the combined consolidated net liabilities of the Media Group (the “**Media Consolidated Net Liabilities**”) shall not exceed HK\$69,000,000 (the “**Undertaking Amount**”) immediately before Completion as at the Completion Date. Upon Completion, the Media Group shall become wholly-owned indirect subsidiaries of the Purchaser and the assets, liabilities and results thereof will then be consolidated to the Listed Company and its subsidiaries (collectively, the “**Listed Group**”) as enlarged by the Media Group. Accordingly, it was expected that, upon Completion, the enlarged Listed Group will take up the Media Consolidated Net Liabilities of HK\$69,000,000 in its consolidated financial statements..
- 3.3A In respect of Sale Share 5, after the execution of this Agreement, the Giant Consideration of HK\$1.00 shall be payable within two Business Days from the Completion Date.
- 3.3B Each of the Vendors irrevocably authorise South China Media Limited, or any person or entity as may be authorised by the Vendors (the “**Collection Agent**”) jointly as their nominee, to collect all payments in respect of the Deposit, the Media Consideration and the Giant Consideration for and on behalf of Media Vendors and Super Giant, respectively. Each of the Vendors irrevocably agree that any payment(s) made under this Agreement by the Purchaser to South China Media Limited, or any person or entity as may be authorised by the Vendors jointly as their nominee, shall be deemed as payment made by the Purchaser to the Vendors. The Vendors shall inform the Purchaser the identity of their nominee(s) and the payment details in writing no less than two Business Days prior to the relevant date of payment.
- 3.4 If the Conditions Precedent are not fully satisfied or waived by the date or dates specified in Clause 2.4, or the Purchaser validly terminates this Agreement, the Media Vendors shall refund the Deposit, without interest, to the Purchaser in the manner and in accordance with Clause 2.4.
- 3.5 The Deposit and the Giant Consideration shall be settled in cash or cashier order or shall be paid by the Purchaser by transferring the amount payable in accordance with Clause 3.3 to a bank account designated by the Collection Agent or in other manners as agreed by the Vendors and the Purchaser. The Vendors shall provide the Purchaser, no less than

two Business Days prior to the due date for the payment, details of such bank account in sufficient detail to enable the Purchaser to make the required payment.

4. COMPLETION

4.1 Subject to the satisfaction (or, as the case may be, waiver) of all Conditions Precedent, 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), Vendor 4 (in respect of Jade Fountain) and Vendor 5 (in respect of Super Giant) 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, Jade Fountain and Super Giant, 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 the custody of 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 any unissued share certificates 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 fell on or before the Completion Date) (if applicable);

- (iv) all correspondence and other documents (including its 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 the Companies 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, Jade Fountain and Super Giant 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, Jade Fountain or Super Giant, 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 Companies 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 Companies 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 Companies and/or appointing such persons nominated by the Purchaser as authorised signatories thereof; 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.

5. MEDIA VENDORS' WARRANTIES

- 5.1 Save as Disclosed, the Media 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 Media 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 Media 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 of the Media Group upon Completion shall not exceed HK\$69,000,000.
- 5.2 Each of the Media Vendors agrees that the Purchaser shall treat each of the Media Warranties as a condition to this Agreement. In addition, each of the Media Warranties is without prejudice to any other Media Warranty and, except where expressly stated otherwise, no provision in any Media Warranty contained in this Agreement shall govern or limit the extent or application of any other Media Warranty.
- 5.3 The Media 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 Media 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 Perfect Riches Group or the Super Bellax Group or the Great Ready Group or the Jade Fountain Group is less than the value which the relevant asset would have been had there been no such breach or the matter warranted were as warranted;
 - (b) any member of the Perfect Riches Group or the Super Bellax Group or the Great Ready Group or the Jade Fountain 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 Perfect Riches Group or the Super Bellax Group or the Great Ready Group or the Jade Fountain 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 Media 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 “**Media Damages**”), provided that no claim may be brought against the Media 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; and (ii) after the expiry of two (2) years from the Completion Date in relation to other claims under this Clause 5.4, and the Media 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 Media Warranties and Completion shall not in any way constitute a waiver of any right of the Purchaser. No claim may be brought against each of the Media Vendors in respect of a breach of any of the Media 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 (“**Media Warranty Expiry Date**”) and each of the Media Vendors shall not be liable in respect of a breach of any of the Media Warranties unless it shall have received written notice from the Purchaser prior to the applicable Media Warranty Expiry Date giving reasonable details of the relevant claim. The applicable Media Warranty Expiry Date shall be extended for a period of six (6) months from the relevant Media Warranty Expiry Date (the “**Extended Media Warranty Expiry Date**”) if any notice in respect of a breach of any of the Media Warranties is delivered from the Purchaser to the Media Vendors prior to the applicable Media Warranty Expiry Date. Unless there are any proceedings in respect of any such claim commence against the Vendors prior to the Extended Media Warranty Expiry Date, 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 Media Warranty Expiry Date.
- 5.6 Each of the Media Vendors undertakes, in relation to any Media Warranty which refers to the knowledge, information or belief (as the case may be) of the relevant Media Vendor, that it has made full enquiry into the subject matter of that Media Warranty and confirms that, to the best of its knowledge, information and belief, the subject matter of such Media Warranty is true, correct, complete and accurate.
- 5.7 The Media Vendors, jointly and severally, represent, warrant and undertake to the Purchaser as follows:
- (a) each of the Media 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 Media 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 Media 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 the

Completion Date; (ii) assets and liabilities of the Perfect Riches Group, the Super Bellax Group, the Great Ready Group and the Jade Fountain Group as at the end of the Completion Date.

- 5.8 The liabilities of each of the Media 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 Media Vendor to the extent that it is established that the liability of the relevant Media Vendor in respect of that claim arises from fraud, default or willful concealment on the part of the relevant Media 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 Media Warranties by the relevant Media Vendor under this Agreement, give notice thereof to the relevant Media 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 Media Warranties being untrue, misleading or inaccurate in any material respects, the Media Vendors shall notify the Purchaser as soon as practicable in writing thereof prior to Completion.
- 5.11 In respect of any claims under this Agreement, including any claims for breach of any of the Media Warranties (“**Media Claim**”), the relevant Media Vendor shall not be liable unless the amount of such claim itself or the aggregate amount of such claims for which the relevant Media Vendor would, in the absence of this provision, be liable would exceed HK\$100,000 provided that, where the amount or the aggregate amount of one or more of such individual claims exceeds HK\$100,000, the liabilities shall be for the full amount of all such claims.
- 5.12 The Media Vendors shall not be liable for any breach of the Media 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 Media Completion Accounts, 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 Perfect Riches Group, the Super Bellax Group, the Great Ready Group or the Jade Fountain Group pursuant to a change in the applicable accounting standard(s) used for preparing the Audited Accounts, the Management Accounts and/or the Media Completion Accounts.
- 5.13 Vendor 1 agrees and undertakes to fully indemnify the Purchaser from and against all Media 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 Media Damages suffered or incurred by the Perfect Riches Group shall be deemed to be Media 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 Companies Ordinance;
- (c) failure to prepare the audited accounts of Him Limited for each of four years ended 31 December 2015 in accordance with the Companies Ordinance;
- (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) South China Media Publishing Limited; (viii) 8 Weekly Limited; (ix) Express News Weekly Limited; (x) Friday Weekly Limited; (xi) PC Express Limited; (xii) Gracefree Limited; (xiii) MI6 Limited; (xiv) Three Weekly Limited; and (xv) Jmen Limited for each of the six years ended 31 December 2015 in accordance with the Companies Ordinance;
- (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 Companies Ordinance;
- (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 Companies Ordinance;
- (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 Companies Ordinance;
- (i) failure to lay the audited accounts at the annual general meeting of (i) Cheez Design Limited; (ii) Kick Creation Limited; (iii) South China Publishing Limited; (iv) Yongder Hall Dynamic Marketing Limited; (v) South China Media Publishing Limited; (vi) 8 Weekly Limited; (vii) Yongder Hall Limited; (ix) Friday Weekly Limited; (x) PC Express Limited; (xi) Gracefree

Limited; (xii) MI6 Limited; (xiii) Three Weekly Limited; and (xiv) Jmen Limited for each of the six years ended 31 December 2015 in accordance with the Companies Ordinance; 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 Companies Ordinance.

5.14 Vendor 2 agrees and undertakes to fully indemnify the Purchaser from and against all Media 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 Media Damages suffered or incurred by the Super Bellax Group shall be deemed to be Media 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 Companies Ordinance;
- (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 Companies Ordinance.

5.15 Vendor 3 agrees and undertakes to fully indemnify the Purchaser from and against all Media 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 Media Damages suffered or incurred by the Great Ready Group shall be deemed to be Media 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 Companies Ordinance;
- (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 Companies Ordinance;
- (c) failure to lay the audited accounts at the annual general meeting of Jessicacode Management Limited for each of the two years ended 31 December 2015 in accordance with the Companies Ordinance; 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 Companies Ordinance.

- 5.16 Vendor 4 agrees and undertakes to fully indemnify the Purchaser from and against all Media 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 Media Damages suffered or incurred by the Jade Fountain Group shall be deemed to be Media 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 Companies Ordinance; 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 Companies Ordinance.
- 5.17 Each of the Media Vendors hereby agrees and undertakes jointly and severally that the consolidated net assets/liabilities value of the Media Group shall not exceed a combined consolidated net liabilities of HK\$69,000,000 in aggregate as at the Completion Date.

5A. VENDOR 5'S WARRANTIES

- 5A.1 Save as Disclosed, the Vendor 5 hereby warrants and represents to the Purchaser (for itself and for the benefit of its successors and assigns) that all the Giant 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.
- 5A.2 Vendor 5 agrees that the Purchaser shall treat each of the Giant Warranties as a condition to this Agreement. In addition, each of the Giant Warranties is without prejudice to any other Giant Warranty and, except where expressly stated otherwise, no provision in any Giant Warranty contained in this Agreement shall govern or limit the extent or application of any other Giant Warranty.
- 5A.3 The Giant Warranties shall survive Completion insofar as the same are not fully performed on Completion or as expressly stated herein.
- 5A.4 If it shall be found at any time after Completion that any of the Giant 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 Super Giant Group is less than the value which the relevant asset would have been had there been no such breach or the matter warranted were as warranted;
 - (b) any member of the Super Giant 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 Super Giant 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, Vendor 5 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 net consolidated assets (as the case may be) or increase in net liabilities or net consolidated 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 “**Giant Damages**”), provided that no claim may be brought against Vendor 5 under this Clause 5A.4: (i) after the expiry of six (6) years from the Completion Date in case of a claim in relation to Taxation; and (ii) after the expiry of two (2) years from the Completion Date in relation to other claims under this Clause 5A.4, and the Vendor 5 shall pay 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.

5A.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 Giant Warranties and Completion shall not in any way constitute a waiver of any right of the Purchaser. No claim may be brought against Vendor 5 in respect of a breach of any of the Giant Warranties after the expiry of two (2) years after the Completion Date (“**Giant Warranty Expiry Date**”) and Vendor 5 shall not be liable in respect of a breach of any of the Giant Warranties unless it shall have received written notice from the Purchaser prior to the applicable Giant Warranty Expiry Date giving reasonable details of the relevant claim. The applicable Giant Warranty Expiry Date shall be extended for a period of six (6) months from the relevant Giant Warranty Expiry Date (the “**Extended Giant Warranty Expiry Date**”) if any notice in respect of a breach of any of the Giant Warranties is delivered from the Purchaser to Vendor 5 prior to the applicable Giant Warranty Expiry Date. Unless there are any proceedings in respect of any such claim commence against Vendor 5 prior to the Extended Giant Warranty Expiry Date, 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 Giant Warranty Expiry Date.

5A.6 Vendor 5 undertakes, in relation to any Giant Warranty which refers to the knowledge, information or belief of Vendor 5 (as the case may be), that it has made full enquiry into the subject matter of that Giant Warranty and confirms that, to the best of its knowledge, information and belief, the subject matter of such Giant Warranty is true, correct, complete and accurate.

5A.7 Vendor 5 represents, warrants and undertakes to the Purchaser as follows:

- (d) it has the power to enter into this Agreement, perform its obligations under this Agreement and carry out the transactions contemplated under this Agreement;
- (e) it 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

- (f) the Giant Completion Accounts give a true and fair view of the (i) profit and loss of the Super Giant Group for the period from 1 January 2017 to the Completion Date; (ii) assets and liabilities of the Super Giant Group as at the end of the Completion Date.

5A.8 The liabilities of Vendor 5 for breach of Giant Warranties shall be limited in accordance with the provisions of Clause 5A.12, provided that Clause 5A.12 shall not apply to any claim against Vendor 5 to the extent that it is established that the liability of Vendor 5 in respect of that claim arises from fraud, default or willful concealment on the part of Vendor 5 or its agents, employees, directors or officers.

5A.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 Giant Warranties by Vendor 5 under this Agreement, give notice thereof to Vendor 5 as soon as practicable.

5A.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 Giant Warranties being untrue, misleading or inaccurate in any material respects, Vendor 5 shall notify the Purchaser as soon as practicable in writing thereof prior to Completion.

5A.11 In respect of any claim under this Agreement, including any claim for breach of any of the Giant Warranties (“**Giant Claim**”), Vendor 5 shall not be liable unless the (i) amount of such claim itself or the aggregate amount of such claims for which Vendor 5 would, in the absence of this provision, be liable would exceed HK\$100,000; and (ii) consolidated net assets/liabilities as stated in the Giant Completion Accounts as adjusted for the Giant Damages would result in an adjusted consolidated net assets of less than HK\$1.00 or an adjusted consolidated net liabilities, provided that, where the amount or the aggregate amount of one or more of such individual claims exceeds HK\$100,000, the liability shall be for the full amount of all such claims.

5A.12 Vendor 5 shall not be liable for any breach of the Giant 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 Giant Completion Accounts, 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 Super Giant Group pursuant to a change in the applicable accounting standard(s) used for preparing the Audited Accounts, the Management Accounts and/or the Giant Completion Accounts.

5A.13 Vendor 5 hereby undertakes that, upon Completion, the consolidated net assets of

Super Giant Group shall not fall below zero 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 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.
- 6.2 The Purchaser's rights under Clause 6.1 are in addition to and without prejudice to all other rights and remedies 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 Media Vendors will not, and will procure that their associate(s) (save and except 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 members of the Media Group as at the date of this Agreement, namely the publication of printed magazines which are sold and circulated in Hong Kong (the "**Media Restricted Activity**");
 - (b) for a period of two years from the Completion Date, be in competition with the Media Group in Media Restricted Activity, canvass or solicit or accept orders from or do business with any person with whom any member of the Media Group has done business regarding the Media 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 Media Group regarding the Media 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 or any member of the Media Group or which may lead any person to reduce his/her/its level of business with any member of the Media Group or seek to improve their terms of trade with any member of the Media Group.
- 7.1A Vendor 5 will not, and will procure that their associate(s) (save and except Listed Company and its subsidiaries) and agent will not, at any time, either for itself 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 Super Giant Group Companies as at the date of this Agreement, namely the provision of information technology services in the People's Republic of China (the "**Giant Restricted Activity**");
- (b) for a period of two years from the Completion Date, be in competition with the the Super Giant Group in Giant Restricted Activity, canvass or solicit or accept orders from or do business with any person with whom any of the Super Giant Group Company has done business regarding the Giant 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 of the Super Giant Group Companies regarding the Giant 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 or any of the Super Giant Group Company or which may lead any person to reduce his/her/its level of business with any of the Super Giant Group Companies or seek to improve their terms of trade with any of the Super Giant Group Companies.

7.2 The Vendors acknowledge that the preliminary value of the Companies upon which the Consideration have been set and accepted by the Purchaser is dependant upon the Vendors giving the undertakings contained in Clauses 7.1 and 7.1A 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 Media 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 member(s) of the Perfect Riches Group, Super Bellax Group, Great Ready Group or Jade Fountain 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 members of the Private Group. If the New Tenancy Agreement(s) are not entered into prior to or at Completion, provided that the (i) relevant members of the Private Group shall, at no costs provide and allow the Premises to be used by members of the Perfect Riches Group, Super Bellax Group, Great Ready Group and Jade Fountain Group until the New Tenancy Agreement(s) are entered into; and (ii) Media Vendors use their best endeavour to procure the New Tenancy Agreement(s) to be entered into as soon as practicable, Media Vendors shall not be liable of breaching the undertaking set under this Clause 7.3.

7.4 Media 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 Perfect Riches Group, Super Bellax Group, Great Ready Group or Jade Fountain 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 any member(s) of the the Perfect Riches Group, Super Bellax Group, Great Ready Group or Jade Fountain 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, Media 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 Perfect Riches Group, Super Bellax Group, Great Ready Group or Jade Fountain 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, Media Vendors shall procure the relevant owner(s) or applicant(s) of the Transferred Trademarks shall, at no costs provide and allow the Transferred Trademarks to be used exclusively by members of the Perfect Riches Group, Super Bellax Group, Great Ready Group or Jade Fountain Group until the assignment and/or transfer of the Transferred Trademarks becoming effective.

7.5 [Deleted]

7.6 Media 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 7.6B, Media 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 Media Group for the year ended 31 December 2016 to be delivered to the Purchaser.

7.6A Vendor 5 shall, within two calendar months from the date of this Agreement, procure the audited consolidated financial statements of the Super Giant for the year ended 31 December 2015 to be delivered to the Purchaser. Subject to Clause 7.6B, Vendor 5 shall, as soon as practicable after the signing of this Agreement, and in any event before Completion, procure the audited financial statements of each of the Super Giant Group Companies for the year ended 31 December 2016 to be delivered to the Purchaser.

7.6B Notwithstanding the terms stated in Clauses 7.6 and 7.6A, if any of the Companies is a company incorporated outside Hong Kong (the “**Overseas Company**”), management accounts (instead of audited financial statements) of the Overseas Company may be delivered to the Purchaser instead of audited financial statements.

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

8. ADJUSTMENT TO THE CONSIDERATION

8.1 The Media Consideration set out in Clause 3 shall be adjusted after Completion in accordance with the following provisions of this Clause 8:

- (a) the Media Vendors shall prepare the Media Completion Accounts, which shall be certified as having been prepared in accordance with this Clause 8.1 by a director of Perfect Riches or Super Bellax or Great Ready or Jade Fountain (whichever

being applicable), and deliver the same to the Purchaser within two months after the Completion Date;

- (b) the Media 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 Media Vendors shall, after the Completion Date, have the rights of access to the books and records of members of the Media Group to the extent required and solely for the preparation of the Media Completion Accounts;
- (d) all the costs and expenses of preparing the Media Completion Accounts shall be borne by the Media 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 Media Completion Accounts results in combined consolidated net liabilities below HK\$69,000,000 (“**Media Combined Net Surplus**”), the Purchaser shall pay to the Collection Agent (which collects the sum as the agent of Vendor 1, Vendor 2, Vendor 3 and Vendor 4 as authorised hereunder) the full amount of the difference between such combined consolidated net liabilities and the Undertaking Amount (on a dollar-for-dollar basis) within 15 Business Days from the date on which the Media 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 Media Completion Accounts results in a combined consolidated net liabilities in excess of HK\$69,000,000 (“**Media Combined Net Shortfall**”), the Media Vendors shall, jointly and severally, pay to the Purchaser the full amount of the difference between such combined consolidated net liabilities and the Undertaking Amount (on a dollar-for-dollar basis) within 15 Business Days from the date on which the Media Completion Accounts are delivered to the Purchasers provided that the amount of the such difference exceeds HK\$100,000;
- (g) the Media Combined Net Surplus or Media 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/Media Vendors (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, in respect of Media Consideration, notwithstanding sub-Clauses (e) and (f) above, the Purchaser shall not be liable for the payment of the Media Combined Net Surplus and the Media Vendors shall not be liable for the payment of the Media Combined Net Shortfall (as the

case may be) if the amount of the Media Combined Net Surplus or Media Combined Net Shortfall (whichever being applicable) is not more than HK\$100,000.

8.2 The Giant Consideration set out in Clause 3 shall be adjusted after Completion in accordance with the following provisions of this Clause 8:

- (a) Vendor 5 shall prepare the Giant Completion Accounts, which shall be certified as having been prepared in accordance with this Clause 8.2 by a director of Super Giant, and deliver the same to the Purchaser within two months after the Completion Date;
- (b) the Giant 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) Vendor 5 shall, after the Completion Date, have the rights of access to the books and records of the Super Giant Group Companies to the extent required and solely for the preparation of the Giant Completion Accounts;
- (d) all the costs and expenses of preparing the Giant Completion Accounts shall be borne by Vendor 5;
- (e) if the consolidated net assets of the Super Giant Group immediately before Completion as at the Completion Date as stated in the Giant Completion Accounts falls below HK\$1.00, Vendor 5 shall pay to the Purchaser the full amount of such shortfall (on a dollar-for-dollar basis) within 15 Business Days from the date on which the Giant Completion Accounts are delivered to the Purchasers, provided that such shortfall exceeds HK\$100,000 (meaning consolidated net liabilities in excess of HK\$99,999); and
- (f) the shortfall referred to in Clause 8.2(e) shall be settled in cash or by cashier order or bank remittance to the bank account designated by the Purchaser who shall provide to the payer hereunder the details of the bank account so designated not less than three (3) Business Days prior to the due date for payment.

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 effectively to 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 between the parties and supersedes all prior understandings, transactions, communications, statements and agreements whether oral or written between 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 the 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 or 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 rights or remedies provided by law.

13. NON-ASSIGNMENT

- 13.1 No party may, without the prior written consent of other parties, assign this Agreement or any of its rights or obligations under it nor 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 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, or when required by law or any applicable regulatory requirements, or to its respective officers or employees whose province it 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 which may be within or may come to its knowledge and 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 between the parties or unless an announcement 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 by 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 only after such prior consultation with the other party 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 (or, their respective resident agent) for the time being of the party to be served, 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 Vendor 1 hereby 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. Vendor 1 further 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 party informed of the name and address of such agent. Service on South China Media Limited (or his/her/its substitute(s) appointed pursuant to the procedures described above) shall be deemed to be service on Vendor 1. The provisions of this Clause shall apply to the service of court process on the process agent of Vendor 1.
- 15.5 Vendor 2 hereby 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. Vendor 2 further 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 party informed of the name and address of such agent. Service on South China Media Limited (or his/her/its substitute(s) appointed pursuant to the procedures described above) shall be deemed to be service on Vendor 2. The provisions of this Clause shall apply to the service of court process on the process agent of Vendor 2.

- 15.6 Vendor 3 hereby 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. Vendor 3 further 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 party informed of the name and address of such agent. Service on South China Media Limited (or his/her/its substitute(s) appointed pursuant to the procedures described above) shall be deemed to be service on Vendor 3. The provisions of this Clause shall apply to the service of court process on the process agent of Vendor 3.
- 15.7 Vendor 4 hereby 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. Vendor 4 further 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 party informed of the name and address of such agent. Service on South China Media Limited (or his/her/its substitute(s) appointed pursuant to the procedures described above) shall be deemed to be service on Vendor 4. The provisions of this Clause shall apply to the service of court process on the process agent of Vendor 4.
- 15.8 Vendor 5 hereby 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. Vendor 5 further 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 party informed of the name and address of such agent. Service on South China Media Limited (or his/her/its substitute(s) appointed pursuant to the procedures described above) shall be deemed to be service on Vendor 5. The provisions of this Clause shall apply to the service of court process on the process agent of Vendor 5.
- 15.9 The Purchaser hereby 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. The Purchaser further 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 party informed of the name and address of such agent. Service on South China Finance and Management Limited (or his/her/its substitute(s) appointed pursuant to the procedures described above) 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%)

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%)

Class of shares	Issued shares		
	Total number	Total amount	Total amount paid up
Ordinary	10,000	HK\$100,000.00	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>	Issued shares		
	Class of shares	Total number	Total amount
			Total amount paid up
	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>	Issued shares		
	Class of shares	Total number	Total amount
			Total amount paid up
	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>	Issued shares		
	Class of share	Total number	Total amount
			Total amount paid up
	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%)

Share capital:

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%)

Share capital:

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%)

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%)

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%)

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%)

Class of share	Issued shares		
	Total number	Total amount	Total amount paid up
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%)

Class of share	Issued shares		
	Total number	Total amount	Total amount paid up
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%)

Class of share	Issued shares		
	Total number	Total amount	Total amount paid up
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%)

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

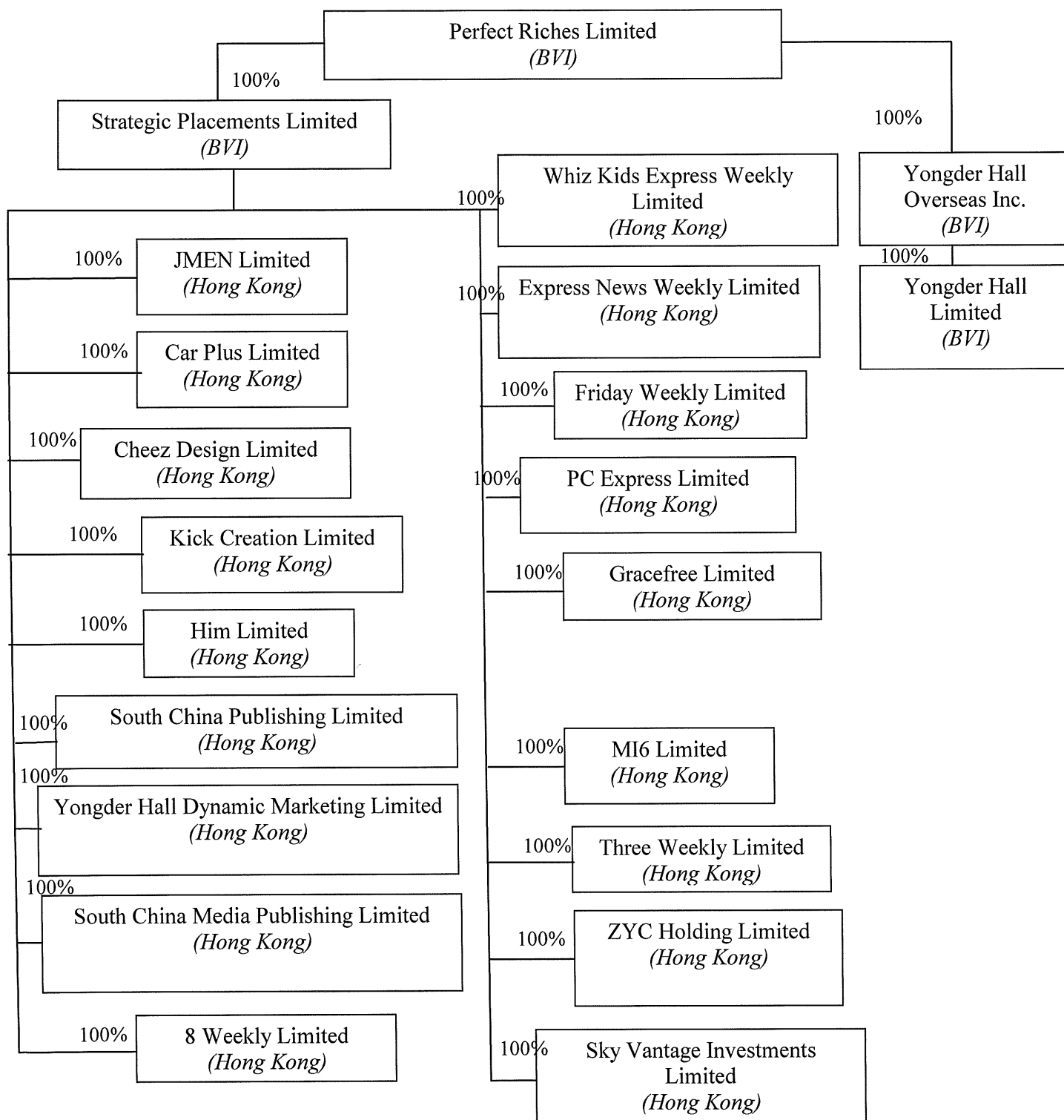
Date of incorporation: 12 May 2006

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

Shareholder: Strategic Placements Limited (100%)

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

(g) Super Bellax

Company name: Super Bellax Limited

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%)

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 Limited (100%)

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 Limited (100%)

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 Limited (100%)

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

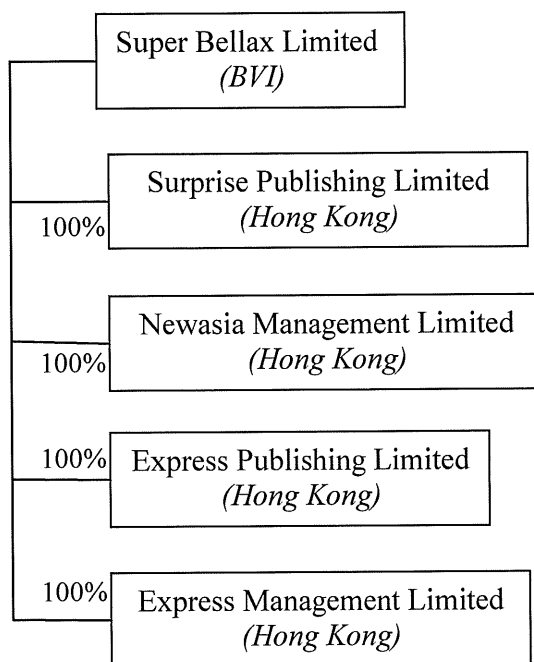
Date of incorporation: 17 August 1993

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

Shareholder: Super Bellax Limited (100%)

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%)

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%)

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%)

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%)

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%)

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

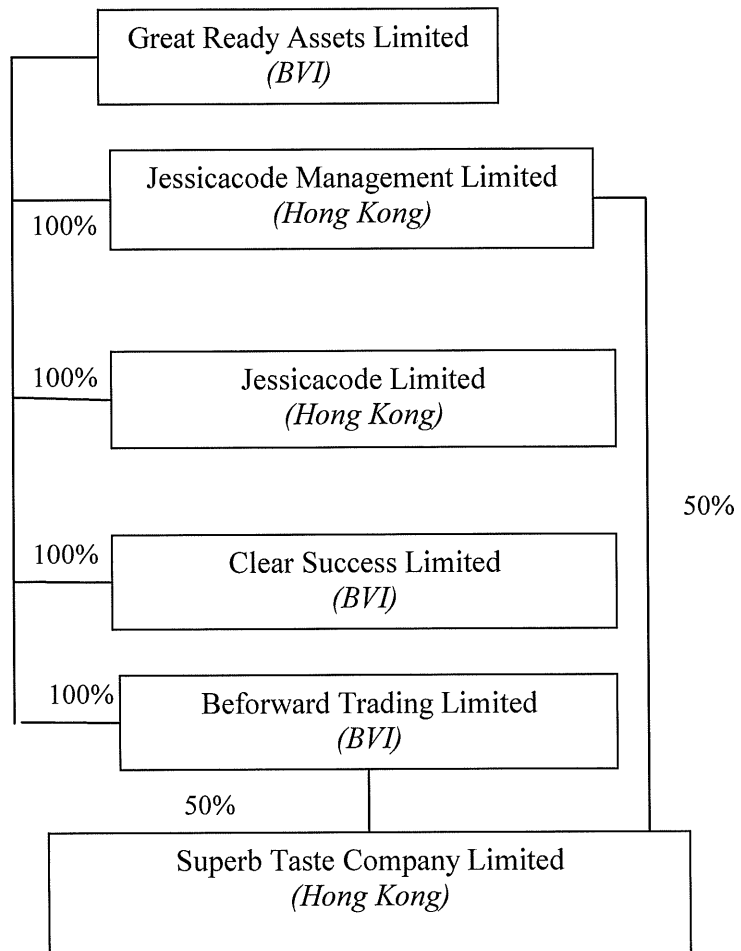
Date of incorporation: 17 March 1999

Director: Ms. Ng Yuk Mui Jessica

Shareholders: Beforward Trading Limited (50%)
Jessicacode Management Limited (50%)

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

(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%)

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%)

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

(b) Jessica Limited

Company name: Jessica Limited (formerly known Deemwell 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%)

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

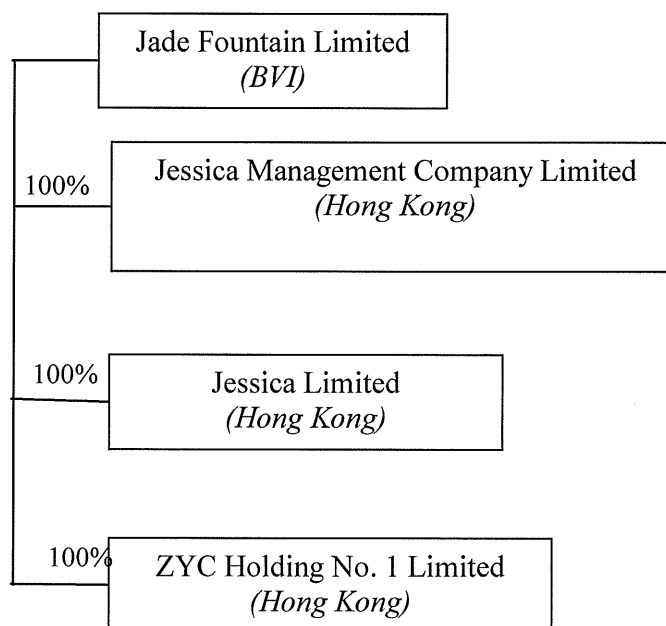
Date of incorporation: 22 December 1999

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

Shareholder: Jade Fountain Limited (100%)

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 Jade Fountain and the Jade Fountain Subsidiaries



SCHEDULE 1E

(III) Details of Super Giant and the Super Giant Subsidiaries

(i) Super Giant

Company name: Super Giant Limited

Place of incorporation: British Virgin Islands

Date of incorporation: 12 March 1992

Directors: Mr. Ng Hung Sang
Ms. Cheung Choi Ngor
Mr. Richard Howard Gorges

Shareholders: Tek Lee Finance and Investment Corporation Limited (100%)

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

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

(ii) The Super Giant Subsidiaries

(a) South China (Mainland) Limited

Company name: South China (Mainland) Limited (formerly known as South China (China) Limited, South China Corporate Advisers Limited, South China Capital Limited and Genpool Investments Limited)

Place of incorporation: Hong Kong

Date of incorporation: 23 July 1991

Directors: Mr. Ng Hung Sang
Ms. Cheung Choi Ngor
Mr. Law Ka Leung Victor

Shareholder: Super Giant Limited (100%)

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

(b) South China Jewellery Limited

Company name: South China Jewellery Limited (formerly known as South China Agriculture Limited and Likeview Investments Limited)

Place of incorporation: Hong Kong

Date of incorporation: 3 December 1992

Directors: Mr. Ng Yuk Fung Peter
Ms. Cheung Choi Ngor

Shareholder: Super Giant Limited (100%)

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

(c) Silverdew Development Limited

Company name: Silverdew Development Limited

Place of incorporation: Hong Kong

Date of incorporation: 4 January 1991

Directors: Mr. Ng Hung Sang
Ms. Cheung Choi Ngor
Mr. Richard Howard Gorges

Shareholder: Super Giant Limited (100%)

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

(d) East Hill Development Limited

Company name: East Hill Development Limited

Place of incorporation: Hong Kong

Date of incorporation: 11 October 1988

Directors: Mr. Ng Hung Sang
Mr. Richard Howard Gorges
Ms. Cheung Choi Ngor

Shareholders: Super Giant Limited (100%)

Class of shares	Issued shares		
	Total number	Total amount	Total amount paid up
Ordinary	Two	HK\$20.00	HK\$20.00
Non-voting Deferred	1,000	HK\$10,000.000	HK\$10,000.00

(e) Greenearn Investments Limited

Company name: Greenearn Investments Limited

Place of incorporation: Hong Kong

Date of incorporation: 20 April 1990

Directors: Ms. Cheung Choi Ngor
Mr. Richard Howard Gorges

Shareholder: Super Giant Limited (100%)

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

(f) Bounty Gain Group Limited

Company name: Bounty Gain Group Limited

Place of incorporation: British Virgin Islands

Date of incorporation: 7 April 2011

Directors: Ms. Cheung Choi Ngor
Mr. Richard Howard Gorges

Shareholder: Super Giant Limited (100%)

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

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

(g) Andwarm Investment Limited

Company name: Andwarm Investment Limited

Place of incorporation: Hong Kong

Date of incorporation: 13 July 1990

Directors: Ms. Cheung Choi Ngor
Mr. Ng Hung Sang
Mr. Richard Howard Gorges

Shareholder: Super Giant Limited (100%)

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

(h) South China (China Property) Limited

Company name: South China (China Property) Limited (formerly known as Orientaland Investments Limited)

Place of incorporation: Hong Kong

Date of incorporation: 1 October 1992

Directors: Ms. Cheung Choi Ngor
Mr. Ng Yuk Fung Peter

Shareholder: Super Giant Limited (100%)

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

(i) Brightson Investments Limited

Company name: Brightson Investments Limited

Place of incorporation: Hong Kong

Date of incorporation: 4 June 1992

Directors: Mr. Ng Hung Sang
Ms. Cheung Choi Ngor
Mr. Ng Yuk Fung Peter

Shareholder: South China (China Property) Limited (100%)

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

(j) Kitbond Investments Limited

Company name: Kitbond Investments Limited

Place of incorporation: Hong Kong

Date of incorporation: 11 march 1993

Directors: Mr. Ng Hung Sang
Ms. Cheung Choi Ngor
Mr. Ng Yuk Fung Peter

Shareholder: Super Giant Limited (100%)

Class of shares	Issued shares		
	Total number	Total amount	Total amount paid up
Ordinary	100	HK\$100.00	HK\$100.00

(k) Southchinanet.com (BVI) Limited

Company name: Southchinanet.com (BVI) Limited

Place of incorporation: British Virgin Islands

Date of incorporation: 18 June1999

Directors: Ms. Cheung Choi Ngor
Mr. Richard Howard Gorges
Mr. Ng Yuk Fung Peter

Shareholder: Super Giant Limited (100%)

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

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

(l) Fortune Smart Limited

Company name: Fortune Smart Limited

Place of incorporation: Hong Kong

Date of incorporation: 24 March 2000

Directors: Ms. Cheung Choi Ngor
Mr. Ng Yuk Fung Peter

Shareholder: Southchinanet.com (BVI) Limited (100%)

Class of shares	Issued shares		
	Total number	Total amount	Total amount paid up
Ordinary	100	HK\$100.00	HK\$100.00

(m) Propearn Limited

Company name: Propearn Limited

Place of incorporation: Hong Kong

Date of incorporation: 8 March 2000

Directors: Ms. Cheung Choi Ngor
Mr. Ng Yuk Fung Peter

Shareholder: Southchinanet.com (BVI) Limited (100%)

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

(n) Yetway Limited

Company name: YetwayLimited

Place of incorporation: Hong Kong

Date of incorporation: 6 October 1999

Directors: Ms. Cheung Choi Ngor
Mr. Ng Yuk Fung Peter

Shareholder: Southchinanet.com (BVI) Limited (100%)

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

(o) Lightly Limited

Company name: Lightly Limited

Place of incorporation: Hong Kong

Date of incorporation: 8 December 1999

Director: Mr. Ng Yuk Fung Peter

Shareholder: Southchinanet.com (BVI) Limited (100%)

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

(p) Sparkle Win Limited

Company name: Sparkle Win Limited

Place of incorporation: Hong Kong

Date of incorporation: 8 December 1999

Director: Mr. Ng Yuk Fung Peter

Shareholder: Southchinanet.com (BVI) Limited (100%)

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

(q) Kindion Limited

Company name: Kindion Limited

Place of incorporation: Hong Kong

Date of incorporation: 8 December 1999

Directors: Ms. Cheung Choi Ngor
Mr. Ng Yuk Fung Peter

Shareholder: Southchinanet.com (BVI) Limited (100%)

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

(r) Polyrife Limited

Company name: Polyrife Limited

Place of incorporation: Hong Kong

Date of incorporation: 12 November 1999

Director: Mr. Ng Yuk Fung Peter

Shareholders: Southchinanet.com (BVI) Limited (100%)

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

(s) SCIT Holdings Limited

Company name: SCIT Holdings Limited (formerly known as South China Information and Technology Limited, Guorun Holdings Limited, Great Universal Limited and Capital Publications Limited)

Place of incorporation: Hong Kong

Date of incorporation: 8 March 2002

Directors: Ms. Cheung Choi Ngor
Mr. Ng Yuk Fung Peter

Shareholder: Southchinanet.com (BVI) Limited (100%)

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

(t) 重慶運通資訊科技有限公司

Company name: 重慶運通資訊科技有限公司

Place of establishment: the PRC

Date of establishment: 19 July 2000

Directors: 吳旭榮
吳旭峰
張彩強
劉傳偉
武海龍

Registered owners: Fortune Smart Limited (70%)
重慶南華中天信息技術有限公司 (30%)

Registered capital: RMB3,330,000

(u) 重慶南華英賽光訊有限公司

Company name: 重慶南華英賽光訊有限公司

Place of establishment: the PRC

Date of establishment: 1 December 2000

Directors: 汪同慶
吳旭榮
蔡偉雄
胡素琴
楊波

Registered owners: Propearml Limited (65%)
重慶同光科技有限公司 (35%)

Registered capital: RMB3,500,000

(v) 瀋陽盛聯電子科技有限公司

Company name: 瀋陽盛聯電子科技有限公司

Place of establishment: the PRC

Date of cancellation of business license: 27 October 2011

(w) 瀋陽西維爾資訊科技有限公司

Company name: 瀋陽西維爾資訊科技有限公司

Place of establishment: the PRC

Date of cancellation of business license: 24 May 2007

(x) 上海中騰信息網絡有限公司

Company name: 上海中騰信息網絡有限公司

Place of establishment: the PRC

Date of establishment: 21 June 2000

Status: 吊銷，未注銷

Directors: 吳鴻生
黃嘉然
張永雄
顧晟
劉國明
邱國軍
呂忠源
吳旭榮
吳旭峰
吳彪

Registered owners: Kindion Limited (78.3%)
上海中騰計算機網絡有限公司 (21.7%)

Registered capital: HK\$4,340,000

(y) 上海希泰信息技術有限公司

Company name: 上海希泰信息技術有限公司

Place of establishment: the PRC

Date of establishment: 26 September 2000

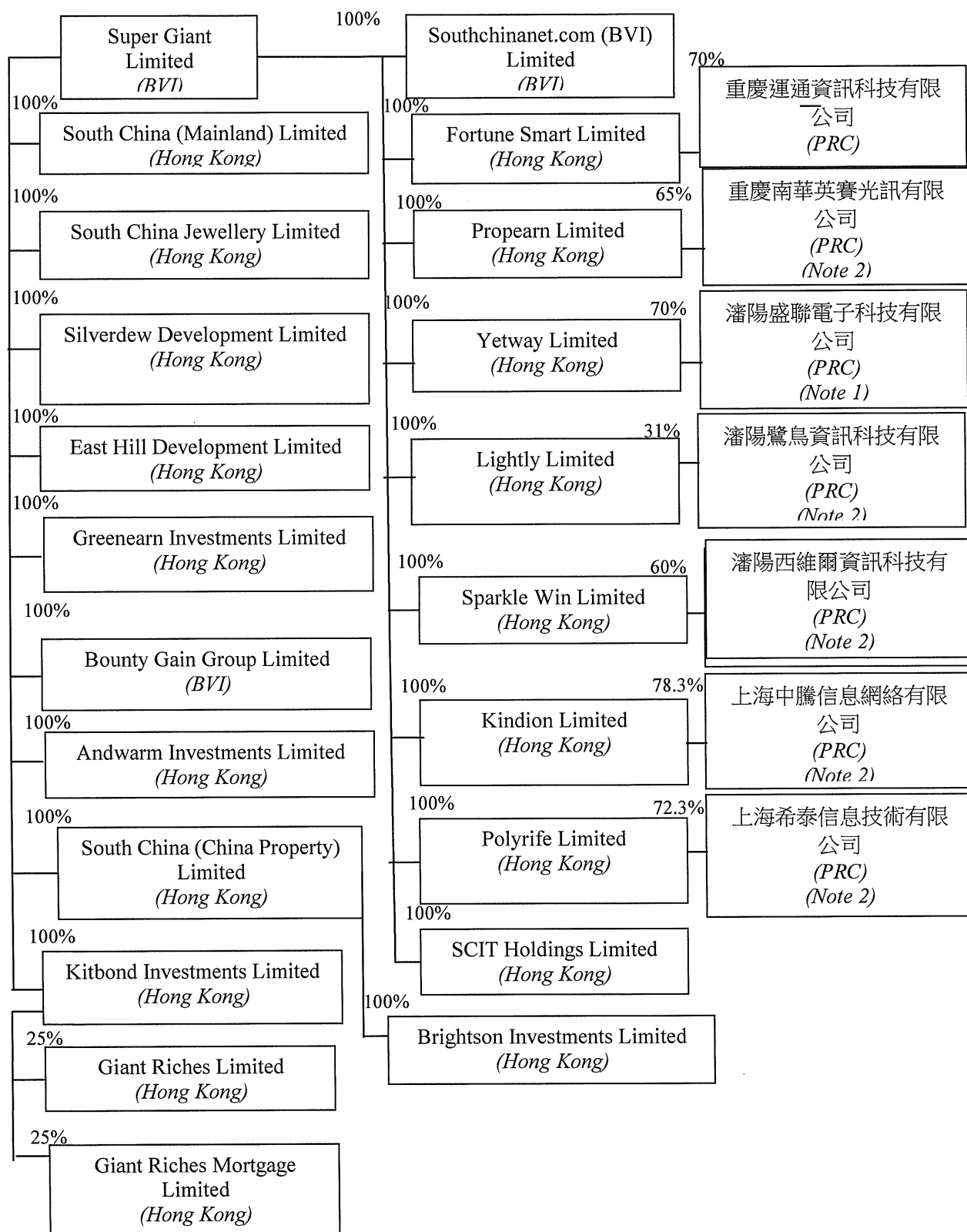
Status: 吊銷，未注銷

Directors: 嚴春
吳鴻生
蒲洪浩
李偉皓
劉國明
張永雄
吳旭榮

Registered owners: Polyrite Limited (72.3%)
上海希泰科技有限公司 (27.7%)

Registered capital: HK\$2,920,000

(III) Organisational Chart of Super Giant Group



Notes:

1. In the process of liquidation.
2. In the process of deregistration.

SCHEDULE 2A

Media Vendors' Warranties

Each Media Vendor hereby jointly and severally represents and warrants to the Purchaser that all representations and statements set out in this Schedule 2A 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, its professional advisers or other authorised agents of the Purchaser relating to the business, activities, affairs, assets or liabilities of the Perfect Riches Group, the Super Bellax Group, the Great Ready Group or the Jade Fountain Group, including the information set out in Schedules 1A, 1B, 1C, 1D and 4 was, when given, and is at the date hereof true and accurate and there is no fact or matter which has not been disclosed which renders 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. Media Sale Shares

- 2.1 The Media Sale Shares were allotted and issued 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 Media Sale Shares are free from any Encumbrances or third party rights 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 Media Sale Shares are freely transferable by the Media Vendor without the consent, approval, permission, licence or concurrence of any third party.
- 2.3 As at the date of this Agreement, the Media 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 Media 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 Media 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 Media Vendors, there is no governmental or official investigation or inquiry concerning each member of the Media Group which is in progress or threatened and there are no circumstances which are likely to give rise to any such investigation or inquiry.
- 3.3 The statutory books and minute books of each member of the Media Group have been properly written up and compliance has been made with all applicable legal requirements concerning each member of the Media Group, and all issues of shares, debentures or other securities thereof.
- 3.4 The register of members of each member of the Media Group is correct and each member of the Media Group has not received any claim, application or request for rectification of its register of members and no circumstances which might lead to any such claim, application or request for rectification of such register to be made have arisen or occurred.
- 3.5 Each member of the Media 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 transactions 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 Media Group and no resolutions have been passed by either the directors or the shareholders of each member of the Media Group which are not recorded in the relevant minute books.
- 3.7 No entries have been made on the register of charges of each member of the Media Group maintained in accordance with the provisions of the applicable legislation and regulations and at the relevant registries or authorities.
- 3.8 All documents necessary to prove the title to and ownership in all material assets of each member of the Media Group, and an executed copy of all agreements which are material to each member of the Media Group, and to which such company is a party, and the original copies of all other documents which are material to each member of the Media Group and which are owned by, or which ought to be in the possession of such company are in their possession, custody or control.
- 3.9 No events or omissions have occurred whereby the constitution, subsistence or corporate status of each member of the Media Group have been or are likely to be adversely affected.

4. Accounts

- 4.1 The Audited Accounts:

- (a) were prepared on a recognised and consistent basis in accordance with accounting practices generally accepted in Hong Kong at the time they were prepared and commonly adopted by companies carrying on businesses similar to that carried on by each member of the Media Group;
- (b) correctly include all the assets of each member of the Media Group to be written down to nil by the end of its useful life;
- (c) correctly make or include full provision for all established liabilities or 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, of each member of the Media Group as at the Account Date and the reserves and provisions (if any) made therein for bad and/or doubtful debts and for all Taxation relating to any period on or before the Account Date are proper and adequate;
- (d) give a true and fair view of the statements of profit and loss and financial position of the each member of the Media Group as at the Account Date; and
- (e) are not adversely affected by an unusual, exceptional, extraordinary or non-recurring items which are not disclosed in the Audited Accounts.

4.2 The accounting and other books and records of each member of the Media Group 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 each member of the Media Group or to which each member of the Media Group has been a party and there are at the date hereof no inaccuracies or discrepancies 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 position of each member of the Media Group and of its fixed and current and contingent assets and liabilities and debtors and creditors.

4.3 Since the Accounts Date:

- (a) each member of the Media Group has not entered into any material contracts or commitments binding on it (other than contracts entered into in the ordinary course of its business) and there has not been any acquisition or disposal by any of the Company of fixed or capital assets or any agreement to effect the same;
- (b) there has not been any creation of liabilities by any member of the Media 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 Media Group which would entitle any third party to terminate any contract or any benefit enjoyed by any member of the Media Group or call in any amount of money before the normal due date therefor or indebtedness;
- (d) each member of the Media Group has not created any mortgage or charge on the

whole or any part of its assets;

- (e) each member of the Media Group has not any incremental borrowings (or increase in borrowings); and
- (f) the business of each member of the Media 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 Media Group.

- 4.4 No part of the amounts included in the Audited Accounts or subsequently recorded in the books of the each member of the Media 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 Media Group is a party has taken place which if it had taken place would have required to be disclosed in writing to the Purchaser or reflected in the Audited Accounts.
- 4.6 Adequate provisions have been made in the Audited Accounts for all dividends (if any) or other distributions (if any) to shareholders declared and remaining unpaid as at the date hereof.
- 4.7 As at the date of this Agreement and up to Completion, no dividend has been declared or paid or other distributions of capital made in respect of any share capital of any member of the Media Group, and no loans or loan capital have been repaid by any member of the Media Group in whole or in part.
- 4.8 There has been no Material Adverse Change (or Effect) of any member of the Media 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 the previous balance sheet and profit and loss accounts;
- (b) give a true and fair view of the (i) statements of profit and loss and financial position of each member of Media Group for the year ended 31 December 2016; and (ii) consolidated statements of profit and 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 make or include provision for any bad and doubtful debts and all established liabilities (including dividends or other distributions).

5.2 As at the date of this Agreement and on the Completion Date, save as Disclosed, there is no:

- (a) any damage, destruction, or loss, whether covered by insurance or not, adversely affecting the properties, assets or business of each member of the Media Group;
- (b) any sale or transfer by any member of the Media Group of any tangible or intangible asset other than in the ordinary course of business, the creation of any Encumbrance on any such asset, or any 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) any transaction not in the ordinary course of business;
- (d) the lapse of any patent, utility models, design, trademark, trade name, service mark, copyright, or licence or any application with respect to the foregoing;
- (e) the making of any loan, advance, indemnity or guarantee by any member of the Media Group to or for the benefit of any person except the creation of accounts receivable in the ordinary course of business; or
- (f) an agreement to do any of the foregoing.

5.3 Each member of the Media Group does not have any capital commitment or is engaged in any scheme or project requiring the expenditure of capital of a significant amount.

5.4 Each member of the Media Group does not have any obligations or liabilities other than those which have arisen in the ordinary course of its business or by operation of law.

5.5 Since 1 January 2017, each member of the Media Group does not have as at the date hereof any incremental outstanding amount in respect of any of the following:

- (a) any borrowing or indebtedness in the nature of borrowing or other credit facility;
- (b) any Encumbrance or any obligation (including a conditional obligation) to create any Encumbrance; nor
- (c) any liabilities outstanding under any guarantee or other contingent obligation.

5.6 [Deleted]

6. Equipment and Assets

6.1 Save as Disclosed, the assets used in connection with the business of each member of the Media Group are the sole legal and beneficial ownership of and are held by each member of the Media Group free from all Encumbrances.

6.2 All assets owned or used by each member of the Media 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 such company has not sold or supplied any service which does not comply with all applicable laws and regulations

or which is defective or sub-standard or not in accordance with any representations, warranty or other term (express or implied given) in respect of such services.

6.3 The assets included in the Audited Accounts or acquired since the Accounts Date and all assets used or owned by or in the possession of any member of the Media Group:

- (a) are legally and beneficially owned by such company free from all Encumbrance;
- (b) are in the possession or under the control of such company; and
- (c) are not subject to any hire purchase, leasing arrangements or other arrangements of a similar nature.

6.4 All machinery, equipment, vehicles and other assets owned or used by each member of the Media Group are in reasonable repair, condition and working order, have been regularly and properly maintained.

7. Insurance

7.1 Each member of the Media Group has effected all insurances required by law to be effected by it and which ought to have been effected over its business (including the present business of each member of the Media Group) and assets and covering third party liability of each member of the Media Group having taken into account the nature of the business of each member of the Media Group, the place in which it carries on business and the business of each member of the Media Group.

7.2 All premiums due on the said policies have been paid, all the conditions of the said policies have been performed and observed in all respects in the place in which the Company carries on business, and 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 is outstanding either by the insurer or the insured under any of the said policies and no claim against any member of the Media Group by any third party is outstanding in respect of any risk covered by any of the policies or by any policy previously held each member of the Media Group.

7.4 None of the members of the Media Group is aware of any circumstances which would or might entitle any member of the Media 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 Media 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 Media Group has:

- (a) paid all Taxation (if any) due to be paid before the date of this Agreement; 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 each member of the Media 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 appropriate authorities.

8.4 The provisions (if any) included in the Audited Accounts are sufficient to cover all Taxation (as the case may be) for which each member of the Media Group was then or might at any time thereafter become or have become liable in respect of all periods ending on or before the Accounts Date.

8.5 Each member of the Media Group is not 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 date of incorporation of each member of the Media Group, each member of the Media Group has not entered into any transaction (including but not limited to any sale or purchase of assets) or incurred any liabilities otherwise than in ordinary course of business.

9.2 Since the date of incorporation of each member of the Media Group, none of the assets of any member of the Media 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 positions or prospects of each member of the Media Group.

9.3 There is not outstanding and there has not at any time been outstanding any contract or arrangement to which any member of the Media Group is a party and in which any of the directors or officers of any member of the Media Group is or has been interested, whether directly or indirectly, other than arm's length service contracts. There are no agreements or understandings (whether legally enforceable or not) between any member of the Media Group and any person who is a shareholder or the beneficial owner of any interest in any member of the Media Group or any other company controlled by any such person relating to the management of businesses of any member of the Media Group or the appointment or the removal of directors of any member of the Media Group or the ownership or transfer of ownership or the letting of any of the assets of any member of the Media Group or the provision of finance, goods, services or other facilities to or by any member of the Media Group or otherwise howsoever relating to any member of the Media Group or its affairs.

10. Employment arrangements

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

- 10.2 Each member of the Media Group is not 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 Each member of the Media Group is not 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 are no retirement benefit, or pension or death benefit, or similar schemes or arrangements in relation to or binding on any member of the Media Group or to which any member of the Media Group contributes.
- 10.4 Prior to the signing of this Agreement, a list of all the existing employees of each member of the Media Group, setting out, among others, the remuneration package and the amount (including salary and others) owing by each member of the Media Group to each of them (if any) as at the date of this Agreement, has been provided by the Media Vendors to the Purchaser. Particulars of all loans or other benefits in kind enjoyed by any director of each member of the Media Group have been Disclosed.
- 10.5 Each member of the Media Group is not under any obligation (whether actual or contingent) to any former employee whether for breach of any contract of service, for compensation for wrongful dismissal or for unfair dismissal or for payment of any salaries, wages, pensions, gratuities, severance pay, long service payment, bonuses or otherwise howsoever or whatsoever 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 howsoever or whatsoever is outstanding or disputed.
- 10.6 Each member of the Media Group has not given any guarantee or assumed any obligations in relation to the employees of any other person.

11. Properties

- 11.1 Save as Disclosed, none of the members of the media 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 Each member of the Media Group is not or has not been a party to any litigation, arbitration, prosecutions or other legal or contractual proceedings or hearings before any statutory, regulatory or governmental body, department, board of agency or to any

disputes or to or the subject of any investigation by any authority in the places where the business of each member of the Media Group are conducted.

- 12.2 No litigation, arbitration, prosecution or other legal or contractual proceedings or investigations are threatened or pending either by or against any member of the Media Group and there are no facts or circumstances which might give rise to any such proceeding, investigation, hearing or to any dispute or to any payment.
- 12.3 There are no unfulfilled or unsatisfied judgment or court orders against any member of the Media Group.
- 12.4 Each member of the Media Group has no contingent liabilities.

13. Contracts and commitments

- 13.1 Each member of the Media Group has carried on its business in the ordinary course and, save as mentioned in or as contemplated by this Agreement, each member of the Media Group has not entered into any transaction or incurred any liabilities except in the ordinary course of its day-to-day business and on an arm's length basis for full value.
- 13.2 There is not now outstanding nor will there be outstanding at Completion with respect to each member of the Media Group:
 - (a) any agreement (whether by way of guarantee, indemnity, warranty, representation or otherwise) under which any member of the Media Group is under any actual or contingent material liability in respect of the obligations of any person other than any member of the Media Group;
 - (b) any contract to which any member of the Media Group is a party which is of a long-term (i.e. more than one year) and non-trading nature or contains any unusual or unduly onerous provision disclosure of which could reasonably be expected to influence the decision of the Purchaser in purchasing any or all of the Media Sale Shares;
 - (c) any sale or purchase option or similar agreement affecting any assets owned or used by any member of the Media Group (with a value in the books of account of any member of the Media Group in excess of HK\$100,000) except those entered in the ordinary course of day to day trading;
 - (d) any material agreement in excess of HK\$100,000 entered into by any member of the Media 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 Media Group contractually, to settle, negotiate or compromise any accounts or claims or to collect, receive or share in any balances or sums payable to any member of the Media Group save in the ordinary course of business.
- 13.3 Save as disclosed, each member of the Media Group has not 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 Each member of the Media Group is not under any obligation, or party to any contract, which cannot readily be fulfilled or performed by it on time and 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 Media Group is in default under it, and there are no circumstances likely to give rise to such a default.
- 13.6 Each member of the Media Group is not in default in any respect under any agreement or obligation to which it is party or in respect of any other obligations or restrictions binding upon it.
- 13.7 There are no outstanding contracts, engagements or liabilities, whether quantified or disputed, save for those entered into in the ordinary course of day to day business operations of any member of the Media Group.
- 13.8 There are no:
- (a) contractual arrangements between any member of the Media Group and any party (including but not limited to financiers of any member of the Media Group) which will or may be legally terminated as a result of the execution or completion of this Agreement; or
 - (b) liabilities for any statutory or governmental levy or charge other than for Taxation provision for which has been made in the Audited Accounts; or
 - (c) powers of attorney or other authorities (express or implied) which are still outstanding or effective to or in favour of any person to enter into any contract or commitment or to do anything on its behalf, or
 - (d) agreements or arrangements entered into by it otherwise than by way of bargain at arm's length; or
 - (e) contracts which are unusual or of a long-term nature or involving or which may involve obligations 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) contracts or arrangements between itself and the parties hereto or their Associates other than contracts in the ordinary course of their day to day trading operations.
- 13.9 Each member of the Media Group is not 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 each member of the Media Group as set out in Schedule 4 and Schedule 5 are true and accurate in all respects.
- 14.2 The carrying of the business of the each member of the Media Group in the ordinary and usual course as at present does not and will not infringe any intellectual property rights of any third party or give rise to any commission, royalty or like fee or require any consent or licence to be obtained.
- 14.3 As at the date of this Agreement, there are no intellectual property rights the infringement of which would have any Material Adverse Effect on any member of the Media Group (taken as a whole) or none of the members of the Media Group (as the case may be), has in the course of its business, infringed any intellectual property rights 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 Media Group, nor has any distress, execution or other process been levied against any member of the Media Group or action taken to repossess goods in the possession of any member of the Media Group.
- 15.2 No steps have been taken for the appointment of an administrator or receiver of any part of the property or undertaking of any member of the Media Group.
- 15.3 Each member of the Media Group is not or has not been a party to any transaction which may be avoided in a winding up.
- 15.4 Each member of the Media Group has not made or proposed any arrangement or composition with its creditors or any class of its creditors.

16. Business

- 16.1 Since the incorporation date of each member of the Media Group:
- (a) the business of each member of the Media Group has been continued in the ordinary and normal course; and
 - (b) each member of the Media Group has been paying its creditors in respect of all of its debts which have become due and payable in its ordinary course of business and in accordance with the normal trading practice generally accepted in the markets in which each member of the Media Group carries on its business.

17. Miscellaneous

- 17.1 Each member of the Media Group has not:
- (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 Media 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 thereof.
- 17.3 The execution, delivery and performance of this Agreement by each of the Media 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 reside or any part thereof prevailing as at the date of this Agreement and as at Completion; (ii) the laws and documents incorporating and constituting each member of the Media 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 Media 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 of their assets 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 each member of the Media Group) or any governmental department authority or agency in Hong Kong or elsewhere or any jurisdiction in which each of the Media Vendors resides is required by each of the Media Vendors in relation to the valid execution, delivery or performance of this Agreement (or to ensure the validity or enforceability thereof) and the sale of the Media Sale Shares.
- 17.5 No waivers, consents or approvals of any relevant governmental or regulatory authorities or other relevant third parties in Hong Kong or elsewhere are required or appropriate or are relevant to, the entry into and the implementation and completion of this Agreement and no filings by each of the Media Vendors, each member of the Media Group with any governmental regulatory authorities or other relevant third parties in Hong Kong or elsewhere are required or appropriate for the entering into and the implementation of this Agreement; no waiting periods are required under the laws of Hong Kong or any other relevant jurisdictions in relation thereto.

SCHEDULE 2B

Vendor 5's Warranties

Vendor 5 hereby represents and warrants to the Purchaser that all representations and statements set out in this Schedule 2B 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 Vendor 5, or its authorised agent to the Purchaser, its professional advisers or other authorised agents of the Purchaser relating to the business, activities, affairs, assets or liabilities of the Super Giant Group, including the information set out in Schedule 1E was, when given, and is at the date hereof true and accurate and there is no fact or matter which has not been disclosed which renders 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 Share 5

- 2.1 The Sale Share 5 was allotted and issued fully paid, or credited as fully paid.
- 2.2 The Sale Share 5 is free from any Encumbrances or third party rights 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 Share 5 is freely transferable by the Vendor without the consent, approval, permission, licence or concurrence of any third party.
- 2.3 As at the date of this Agreement, the Sale Share 5 constitutes the entire issued share capital of Super Giant and will, on the Completion Date, constitute the entire issued share capital of Super Giant.
- 2.4 The Sale Share 5 is all the share owned by Vendor 5 in Super Giant.

3. Compliance and Corporate Matters

- 3.1 Super Giant 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 The statutory books and minute books of each of the Super Giant Group Companies have been properly written up and compliance has been made with all applicable legal requirements concerning each of the Super Giant Group Companies, and all issues of

shares, debentures or other securities thereof.

- 3.3 The register of members of each of the Super Giant Group Companies is correct and each of the Super Giant Group Companies has not received any claim, application or request for rectification of its register of members and no circumstances which might lead to any such claim, application or request for rectification of such register to be made have arisen or occurred.

SCHEDULE 3

Provisions for construction of “Taxation”

1. Words and expressions defined or used in the Estate Duty Ordinance (Cap. 111 of the Laws of Hong Kong) shall (unless the context otherwise requires) have the same meanings in this Schedule.

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:


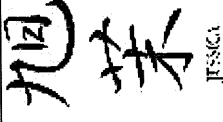





- (a) any liability to any form of taxation whenever created or imposed and whether of BVI, Hong Kong, the PRC or of any other part of the world and without prejudice to the generality of the foregoing includes land appreciation tax, land use tax, capital gains tax, assets tax, profits tax, provisional 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 each 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 (if smaller) 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 4


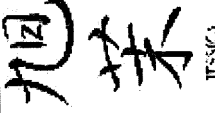



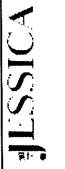

Particulars of Owned Trademarks











Items	Trademark	Image	Trademark No.	Class	As at the date of this Agreement:				Expiry date
					Owner/ Applicant	Place of registration/ application	Status	Date of registration	
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




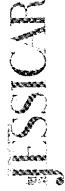
6.	Express Weekly 快周刊		300719451	16	PC Express Limited	Hong Kong	Registered	12 September 2006	11 September 2026
7.	SUNDAE MONTHLY 雪糕新地		300719325	16	Friday Weekly Limited	Hong Kong	Registered	12 September 2006	11 September 2026
8.	three weekly 3週刊		300719352	16	Kick Creation Limited	Hong Kong	Registered	12 September 2006	11 September 2026
9.	JESSICACODE 旭榮		300424395	16	Jessicacode Limited	Hong Kong	Registered	23 May 2005	22 May 2025
10.	Lisa 味道		200308534	16	Superb Taste Company Limited	Hong Kong	Registered	21 January 2002	21 January 2019
11.	JESSICA 旭榮		200308961	16	Jessica Limited	Hong Kong	Registered	30 January 2003	30 January 2020
12.	JESSICA		200315727	16	Jessica Limited	Hong Kong	Registered	4 December 2001	4 December 2018
13.	旭榮		200315875	14	Jessica Limited	Hong Kong	Registered	29 October 2002	29 October 2019
14.	旭榮		200406711	16	Jessica Limited	Hong Kong	Registered	29 October 2002	29 October 2019

15.	JCODE 旭菜		300510731	3, 14, 16, 18, 25	Jessica Limited	Hong Kong	Registered	14 October 2005	13 October 2025
16.	JESSICA 旭菜		300510740 AB	16	Jessica Limited	Hong Kong	Registered	14 October 2005	13 October 2025
17.	JESSICAR THE POWER OF FEMININITY 旭菜		301447632	16	Jessica Limited	Hong Kong	Registered	12 October 2009	11 October 2019
18.	Jmen by JESSICA		301447641	16	Jessica Limited	Hong Kong	Registered	12 October 2009	11 October 2019
19.	JESSICA Dream Wedding 旭菜		301502289	16	Jessica Limited	Hong Kong	Registered	17 December 2009	16 December 2019
20.	JESSICA Exclusive 旭菜		301502298	16	Jessica Limited	Hong Kong	Registered	17 December 2009	16 December 2019
21.	JESSICA THE WOMAN IN YOU AND ME 旭菜		301502306	16, 35	Jessica Limited	Hong Kong	Registered	17 December 2009	16 December 2019

22.	旭莱		301502315	14, 16, 35	Jessica Limited	Hong Kong	Registered	17 December 2009	16 December 2019
23.	莱		301502324	14, 16, 35	Jessica Limited	Hong Kong	Registered	17 December 2009	16 December 2019
24.	旭		301502342	16	Jessica Limited	Hong Kong	Registered	17 December 2009	16 December 2019
25.	JMEN JESSICA MENinTOTALIT Y No.1 Circulation Men's Lifestyle Magazine 旭莱		301700955	16	Jessica Limited	Hong Kong	Registered	27 August 2010	26 August 2020
26.	JESSICA Baby 旭 莱		301703204	16	Jessica Limited	Hong Kong	Registered	31 August 2010	30 August 2020

27.	JMEN 紳士		302874556	16	Jessica Limited	Hong Kong	Registered	22 January 2014	21 January 2024
28.	JESSICA 旭菜		300510740	3, 14, 16, 18, 25	Jessica Limited	Hong Kong	Application Divided	N/A	N/A
29.	JMEN		2012052220	16	Jessica Limited	Malaysia	Registered	9 April 2012	9 April 2022
30.	JESSICA 旭菜		2010021574	16	Jessica Limited	Singapore	Registered	4 April 2012	4 April 2012
31.	JMEN		T1204698F	16	Jessica Limited	Singapore	Registered	4 April 2012	4 April 2022
32.	JESSICA 旭菜		T1016964I	16	Jessica Limited	Singapore	Registered	23 December 2010	30 December 2020
33.	車王之王		4469954	35	CAR PLUS LIMITED	PRC	駁回複審完成	18 January 2005	20 September 2019

34.	車王之王		4691188	14	CAR PLUS LIMITED	PRC	駁回複審完成	31 May 2005	20 October 2018
35.	車王之王		4469985	16	CAR PLUS LIMITED	PRC	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 LOUIE		4570953	35	EXPRESS NEWS WEEKLY	PRC	駁回複審完成	29 March 2005	20 October 2018

44.	旭茉				7831894	14	LIMITED	PRC		商標已註冊	13 November 2009	13 January 2021
45.	旭茉				7831893	35	JESSICA LIMITED	PRC		商標已註冊	13 November 2009	27 January 2021
46.	旭				7831892	16	JESSICA LIMITED	PRC		商標已註冊	13 November 2009	13 January 2021
47.	茉				7831891	16	JESSICA LIMITED	PRC		商標已註冊	13 November 2009	13 January 2021
48.	茉				7831890	35	JESSICA LIMITED	PRC		商標已註冊	13 November 2009	27 January 2021
49.	JMEN JESSICA				7514427	16	JESSICA LIMITED	PRC		商標已註冊	2 July 2009	6 November 2020
50.	旭茉 THE WOMAN IN YOU AND ME JESSICA				7831888	35	JESSICA LIMITED	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	PRC		商標已註冊	13 November 2009	6 January 2021
52.	旭茉 JESSICAR THE POWER OF FEMININITY				7514426	16	JESSICA LIMITED	PRC		商標已註冊	2 July 2009	6 November 2020

53.	完全女人		5589190	16	JESSICA LIMITED	PRC	駁回複審完成	6 September 2006	27 August 2021
54.	完全女人手冊		4943148	16	JESSICA LIMITED	PRC	商標已註冊	14 October 2005	6 May 2019
55.	旭萊完全女人手冊; JESSICA' S		4943147	16	JESSICA LIMITED	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 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.

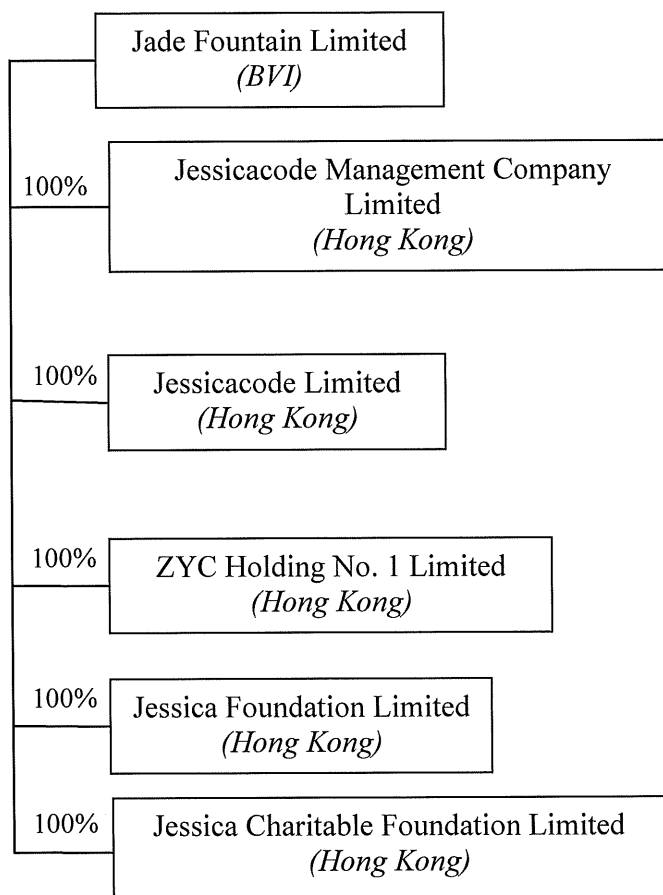
29.	jessicachina.cn	JESSICA LTD.	
30.	jessicacn.com	JESSICA LTD.	
31.	jessicacode.com	JESSICA LTD.	
32.	jessicahk.com	JESSICA LTD.	
33.	jessicamy.com	JESSICA LTD.	
34.	jessicapublications.com.cn	JESSICA LTD.	
35.	jessicasweekly.com	JESSICA LTD.	
36.	jessicasweekly.com.hk	JESSICA LTD.	
37.	jessicatv.com.hk	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.	旭菜.cn	JESSICA LTD.	
44.	旭菜.com	JESSICA LTD.	

45.	旭萊.hk	JESSICA LTD.	
46.	旭萊.中國	JESSICA LTD.	
47.	jessicaen.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	

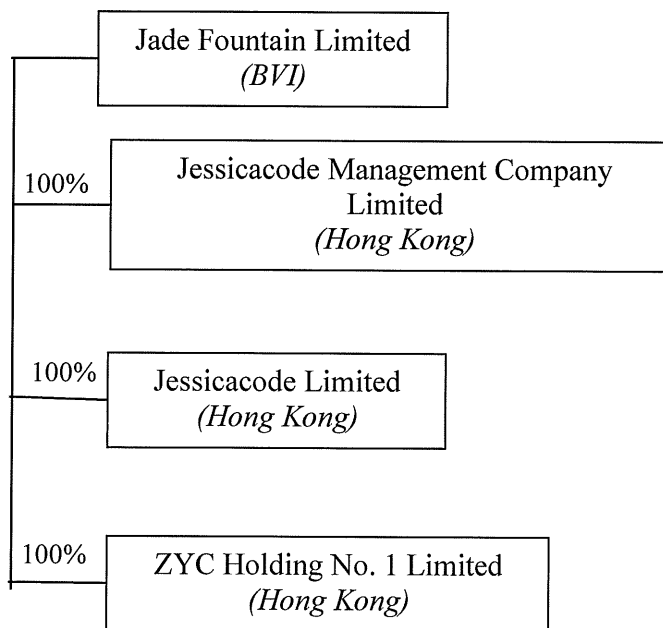
SCHEDULE 6

Reorganisation

- (1) The corporate structure of the Jade Fountain Group prior to the Reorganisation:



(2) The corporate structure of the Jade Fountain Group immediately upon completion of the Reorganisation:



Appendix 1

Management Accounts

Appendix 2

Letter of disclosure from the Media 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 meeting for the year 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 meeting for the year 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 meeting for the year 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 meeting for the year 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, Three Weekly Limited did not lay the audited accounts at the annual general meeting for the year 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 meeting for the year 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 meeting for the year 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 meeting for the year 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 meeting for the year 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 did not prepare the audited accounts for the year ended 31 December 2015 in accordance with the Companies Ordinance.</p> <p>Sky Vantage Limited did not prepare the audited accounts for the year ended 31 December 2014 and 31 December 2015 in accordance with the Companies Ordinance.</p> <p>Him Limited did not prepare the audited accounts for the year 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 prepare the audited accounts for the year 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 prepare the audited accounts for the year 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, Three Weekly Limited did not prepare the audited accounts for the year 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 prepare the audited accounts for the year 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 prepare the audited accounts for the year ended 31 December 2014 and 31 December 2015 in accordance with the Companies Ordinance.</p>

	<p>Superb Taste Company Limited did not prepare the audited accounts for the year 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 prepare the audited accounts for the year 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 and ZYC Holdings No. 1 Limited Capital Publishing Limited, Capital CEO Limited, Capital Entrepreneur Limited and Golden Ways Limited have the commission scheme and the incentive plan for the salesmen.</p>														
5.5	<p>There is no additional bank borrowing from 1 January 2017 to the date of signing 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 Communication to settle the HK\$10,000,000 revolving loan, the schedule is as following:</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)



VENDOR 2

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



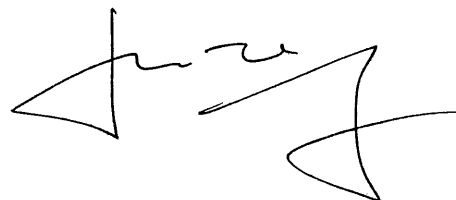
VENDOR 3

SIGNED by)
for and on behalf of)
WIN GAIN INVESTMENTS LIMITED)



VENDOR 4

SIGNED by)
for and on behalf of)
ACE MARKET INVESTMENTS LIMITED)



VENDOR 5

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



THE PURCHASER

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



