CONFIDENTIAL

Dated 25 April 2018

Pioneer Vantage Global Limited

Mr. Wong Che Kin
(as guarantor for Pioneer Vantage Global Limited)

Blaze Forum Limited

Ms. Wong Chui Ha Iris
(as guarantor for Blaze Forum Limited)

and

MSEC Holdings Limited
(as purchaser)

relating to the sale and purchase

of

approximately 75.00% of the issued share capital in

FOOD WISE HOLDINGS LIMITED

(a company incorporated in the Cayman Islands with limited liability)

SHARE PURCHASE AGREEMENT

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SHARE PURCHASE AGREEMENT

THIS AGREEMENT is made the 25th day of April 2018

BETWEEN:-

(1) **Pioneer Vantage Global Limited**, a company incorporated under the laws of British Virgin Islands, the registered office of which is at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands ("**Pioneer Vantage**");

(2) **Blaze Forum Limited**, a company incorporated under the laws of British Virgin Islands, the registered office of which is at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands ("**Blaze Forum**", together with Pioneer Vantage, the "**Vendor(s)**");

(3) **Mr. Wong Che Kin** (ID No.: G284899(5)), of Room 702, Block E, Telford Garden, Kowloon Bay, Hong Kong ("**Mr. Wong**");

(4) **Ms. Wong Chui Ha, Iris** (ID No.: G288183(6)), of Room 702, Block E, Telford Garden, Kowloon Bay, Hong Kong ("**Ms. Wong**", together with Mr. Wong, the "**Guarantor(s)**"); and

(5) MSEC Holdings Limited, a company incorporated under the laws of the British Virgin Islands, the registered office of which is at NovaSage Chambers, P.O. Box 4389, Road Town, Tortola, British Virgin Islands(the "**Purchaser**")**.**

WHEREAS:-

(A) The Company is a public company incorporated under the laws of the Cayman Islands with limited liability, whose registered office is at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands. As at the date hereof, the Company has an authorised share capital of HK$10,000,000 divided into 1,000,000,000 Shares of which 200,000,000 Shares have been issued and are fully paid up, all of which are listed and dealt in on the main board of the Stock Exchange. Further information and particulars of the Company, each of the Subsidiaries (as hereinafter defined) and the Associated Company are set out in ***Schedule 2***.

(B) Each of the Vendors have agreed to sell, and the Purchaser has agreed to purchase, a total of 149,998,000 Shares, representing approximately 75 % of the total issued share capital of the Company as at the date of this Agreement, upon the terms and conditions hereinafter set out.

(C) It is intended that, upon Completion taking place, the Purchaser (or its financial advisers on its behalf) will make a mandatory unconditional cash general offer for all Shares (other than the Sale Shares and Shares that will be owned by the Purchaser and the persons acting in concert with it) pursuant to Rule 26.1 of the Takeovers Code.

The Parties hereto agree as follows:-

1. DEFINITIONS

1.1 In this Agreement, including the recitals and the Schedules, unless the context otherwise requires, the following terms have the respective meanings set opposite them:-

"Accounts Date" means 31 March 2017;

"acting in concert"	has the meaning ascribed to it in the Takeovers Code;
"Agreement"	means this agreement as amended or varied from time to time;
"associate"	has the meaning ascribed to it in the Listing Rules;
"Associated Company"	means Kinetic Warehouse (HK) Limited, an associated company of the Company, details of which are more particularly in ***Schedule 2D***;
"Audited Accounts"	means the published audited consolidated financial statements of the Company for the financial year ended on the Accounts Date;
"Business Day"	means business day is a day on which the Stock Exchange is open for the transaction of business;
"CCASS"	means Central Clearing and Settlement System;
"Company"	means Food Wise Holdings Limited, a company incorporated under the laws of the Cayman Islands with limited liability, details of which are more particularly set out in ***Schedule 2B***
"Companies Ordinance"	means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);
"Completion"	means completion of the sale and purchase of all the Sale Shares pursuant to this Agreement, by the performance by the Vendors and the Purchaser of the several obligations contained in Clause 8;
"Completion Date"	means the date of Completion;
"Conditions"	means the conditions precedent mentioned in Clause 6.1;
"connected person(s)"	has the meaning ascribed to it in the Listing Rules;
"Deed of Indemnity"	means the deed of indemnity in the agreed form as set out in ***Schedule 5***;
"Directors"	means the directors of the Company and a list of the current directors of the Company as at the date of this Agreement is set out in ***Schedule 2B***;
"Disclosed"	means those matters fully, fairly and accurately disclosed in this Agreement, the Prospectus, by the Company on the website of the Stock Exchange and in the Disclosure Letter, for this purpose, "disclosed fairly" means disclosed in such manner and in such detail as to enable a reasonable purchaser to make an informed and accurate assessment of the matter concerned after its conducting due diligence on the Group;

"Disclosure Letter"	means the letter dated the date of this Agreement delivered from the Vendors to the Purchaser regarding the Warranties on or before the date of this Agreement, in the agreed form as set out in ***Schedule 9***;
"Encumbrance(s)"	means: i) any mortgage, charge, pledge, lien, hypothecation, encumbrance or other security arrangement of any kind; ii) any option, equity, claim, adverse interest or other third party right of any kind; iii) any arrangement by which any right is subordinated to any right of such third party; or iv) any contractual right of set-off, including any agreement or commitment to create or procure to create, or to permit or suffer to be created or subsisted any of the above;
"Executive"	means the executive director of the Corporate Finance Division of the SFC from time to time or any delegate of the executive director;
"General Rules"	means the General Rules of CCASS issued by the HKSCC from time to time;
"Governmental Authority"	means any government (or political subdivision of it), whether on a state, provincial, municipal or local level and whether executive, legislative or judicial in nature, including (without limitation) any agency, authority, board, bureau, commission, court, department or any other instrumentality;
"Group"	means the group of companies consisting of the Company, the Subsidiaries and the expression "**member of the Group**" shall be construed accordingly;
"Group Company"	means each member of the Group;
"HK$"	means Hong Kong dollar, the lawful currency of Hong Kong;
"HKSCC"	means Hong Kong Securities Clearing Company Limited;
"Hong Kong"	means Hong Kong Special Administrative Region of the PRC;
"Intellectual Property Rights"	means patent, trademarks, service marks, registered designs, utility models, domain names, applications for any of the foregoing and the right to apply for any of the foregoing in any part of the world, copyright, inventions, confidential information, know-how and

business names and any similar rights situate in any country; and the benefit (subject to the burden) of any of the foregoing;

"Law" means:

i) any law, statute or statutory provision, regulation, rule, constitutional provision, treaty or rule of common law or equity;

ii) any order, notice or decree of any Governmental Authority or other matter of any kind having the force of law; or

iii) any order, decree, judgment or award of any court, tribunal or arbitrator of a competent jurisdiction;

"Leased Property" means the premises leased by any Group Company, the details of which are set out in ***Schedule 6***;

"Listing Rules" means the Rules Governing the Listing of Securities on the Stock Exchange;

"Longstop Date" means 31 July 2018 (or such later date as may be agreed between the Vendors and the Purchaser in writing);

"Losses" means losses, liabilities, damages, deficiencies, diminution in value of Shares, interest, penalties, expenses, judgment awards or settlement of any nature or kind, and costs and expenses (including, without limitation, legal fees on a full indemnity basis) other than consequential damages;

"Management Accounts" means the unaudited consolidated statement of financial position and consolidated statement of comprehensive income of the Company for the period from 1 April 2017 to 28 February 2018;

"Material Adverse Change" means a material adverse change, or any development involving a prospective material adverse change, in or affecting the assets, liabilities, business, general affairs, management, prospects, shareholders' equity, profits, losses, results of operations, position, prospects or condition, financial or otherwise, or performance of the Group, taken as a whole;

"Offer" means the mandatory unconditional cash general offer to be made by or on behalf of the Purchaser (and parties acting in concert with it) in accordance with the Takeovers Code for the Offer Shares;

"Offer Document" means the offer document (or in the case may be, the composite offer and response document) referred to in Clause 4;

"Offer Shares" means the existing issued Shares but excluding the

	Sale Shares and any other Shares owned by the Purchaser and persons acting in concert (within the meaning of the Takeovers Code) with it on the Completion Date and/or acquired or agreed to be acquired by the Purchaser and persons acting in concert with it while the Offer remains open for acceptance;
"Parties"	means the named Parties to this Agreement and "**Party**" means any one of them;
"PRC"	means the People's Republic of China but excluding Hong Kong, Taiwan and the Macau Special Administrative Region of the People's Republic of China;
"Prospectus"	means the Company's prospectus in relation to its listing on the Stock Exchange dated 17 November 2016;
"Remaining Group"	means Prosperity One Limited and the group of companies directly and indirectly owned by Prosperity One Limited from time to time;
"Remaining Group Consolidated NAV"	means the audited consolidated net asset value of the Remaining Group as determined by the auditors of the Company for the financial year ending 31 March 2020, subject to the adjustments as set out in Clause 5.2;
"Sale Shares"	means a total of 149,998,000 Shares, representing approximately 75% of the total issued share capital of the Company as at the date of this Agreement, to be sold by the Vendors to the Purchaser pursuant to this Agreement, the particulars of the Sale Shares are set out in ***Schedule 1***;
"Sale Shares Purchase Price"	means the purchase price payable by the Purchaser for the Sale Shares to be sold by the respective Vendors in the amount as set opposite the name of each of the Vendors in ***Schedule 1***;
"SFC"	means the Securities and Futures Commission of Hong Kong;
"Shares"	means ordinary shares of HK$0.01 each in the issued share capital of the Company;
"Stock Exchange"	means The Stock Exchange of Hong Kong Limited;
"Subsidiaries"	means the subsidiaries (including their representatives or branch offices) of the Company, details of which are more particularly set out in ***Schedule 2C*** and "**Subsidiary**" means any one of them;
"Takeovers Code"	means the Hong Kong Code on Takeovers and Mergers;

"Tax" or "Taxation"	means any form of taxation or any taxes which arise (including, but not limited to, deferred taxes), levy, duty, charge, contribution, withholding or impost of whatever nature (including, but not limited to, any related fine, penalty, surcharge or interest) imposed, collected or assessed by or payable to any local, municipal, regional, governmental, state, federal or other body in Hong Kong or elsewhere;
"trading days"	means days on which the Stock Exchange is open for the business of dealing in securities;
"Warranties"	means the warranties, representations and/or undertakings given or made by the each of the Vendors in this Agreement (including but not limited to Clause 10 and ***Schedule 4***); and
"%"	means per cent.

1.2 In this Agreement, including the recitals and the Schedules, unless the context otherwise requires:-

(a) any references, express or implied, to statutes or statutory provisions shall be construed as references to those statutes or provisions as respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the date hereof) from time to time and shall include any statutes or provisions of which they are re-enactments (whether with or without modification) and any orders, regulations, instruments or other subordinate legislation under the relevant statute or statutory provision. References to sections of consolidating legislation shall, wherever necessary or appropriate in the context, be construed as including references to the sections of the previous legislation from which the consolidating legislation has been prepared;

(b) references to "**Clauses**" and "**Schedules**" are references to clauses of, and schedules to, this Agreement;

(c) references to this Agreement include this Agreement, the Schedules and all other documents executed in accordance with this Agreement and expressed to be supplemental to this Agreement;

(d) the expressions "**Mr. Wong**", **"Ms. Wong**", the "**Vendors**" and the "**Purchaser**", shall, where the context permits, include their respective successors and personal representatives;

(e) all representations, warranties, undertakings, indemnities, covenants, agreements and obligations given or entered into by more than one person are given or entered into jointly and severally;

(f) headings are for convenience only and shall not limit, extend, vary or otherwise affect the construction of any provision of this Agreement;

(g) unless the context requires otherwise, words and expressions importing the singular include the plural and vice versa;

(h) words and expressions importing one gender include both genders and the neuter, and references to persons include natural persons, bodies corporate or unincorporated, sole proprietorships, partnerships, associations, enterprises, branches and all other forms of organisations and entities;

(i) references to a Party include its personal representatives, successors, heirs, beneficiaries, sureties and permitted assigns;

(j) where any word or expression is given a defined meaning, any other grammatical form of such word or expression (as the case may be) shall have a corresponding meaning;

(k) references to writing include any method of producing or reproducing words in a legible and non-transitory form;

(l) unless the context requires otherwise, words and expressions defined in the Companies Ordinance shall bear the same respective meanings when used in this Agreement;

(m) references to anything which a Party is required to do or not to do shall include its acts, defaults and omissions, whether:-

(i) direct or indirect;

(ii) on its own account; or

(iii) for or through any other person,

and shall include acts, defaults and omissions which it permits or suffers to be done or not done by any other person; and

(n) in construing this Agreement general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.

1.3 The Schedules are part of this Agreement and shall have effect accordingly.

2. SALE AND PURCHASE OF THE SALE SHARES

2.1 Subject to the terms of this Agreement, each of the Vendors shall sell, and each of the Guarantors shall procure the relevant Vendor to sell, such number of Sale Shares set opposite the Vendor's name in ***Schedule 1*** as the legal and beneficial owner free from all Encumbrances and the Purchaser shall purchase the Sale Shares together with all rights and benefits attaching or accruing thereto including, without limitation, all dividends and distributions declared, made or paid, on or after the Completion Date.

2.2 The Purchaser shall not be obliged to complete the purchase of any of the Sale Shares unless the sale of all of the Sale Shares is completed simultaneously.

3. SALE SHARES PURCHASE PRICE

3.1 Subject to the terms and conditions of this Agreement, the purchase price payable for each Sale Share shall be HK$4.115, and the Sale Shares Purchase Price payable for the Sale Shares to be sold by each of the Vendors is set out opposite to each of the Vendors' names in ***Schedule 1***. The aggregate Sale Shares Purchase Price payable for the Sale Shares by the Purchaser shall be HK$ 617,241,770.

3.2 The Sale Shares Purchase Price is payable by the Purchaser to each of the Vendors upon Completion on a delivery-versus-payment basis through CCASS.

4. OFFER

4.1 The Purchaser undertakes to the Vendors, following and subject to Completion, to comply with its obligations under the Takeovers Code, and in particular to make the Offer to holders of the Offer Shares as referred to below in this Clause 4. Each of the Vendors and the Guarantors undertakes to the Purchaser to use all reasonable endeavours to procure that the Company and its Directors comply with their respective obligations under the Takeovers Code. Each of the Vendors shall comply with its obligations as shareholder of the Company under the Takeovers Code. Following Completion and in accordance with the Takeovers Code, the Purchaser shall procure the despatch of the Offer Document by such date as is required under the Takeovers Code (or such later date as may be approved by the SFC and agreed in writing between the Purchaser and the Vendors) to all holders of the Shares. The Vendors shall procure the Company to despatch the offeree board circular (as part of the composite document) as is required under the Takeovers Code.

4.2 The Purchaser shall announce, or procure the announcement of, on the next Business Day following the date hereof (or as soon thereafter as the announcement submitted by the Company and the Purchaser is cleared by the SFC and the Stock Exchange), the making of the Offer which Offer shall be subject to Completion.

4.3 The Purchaser shall, conditional upon Completion, make or procure the making of the Offer on the following principal terms and conditions:

(a) the Purchaser shall pay to holders of Offer Shares the sum of at least HK$4.115 per Offer Share in cash for each Offer Share accepted under the Offer;

(b) seller's ad valorem stamp duty shall be payable by accepting holders of Offer Shares and shall be deducted from the consideration payable on acceptance of the relevant Offer; and

(c) the Offer Shares shall be acquired free from all Encumbrances of any kind and together with all rights attaching thereto on or after the date on which the Offer is made including the right to receive all dividends and distributions declared, made or paid after the date on which the Offer is made.

4.4 The Purchaser hereby undertakes that it shall (a) supply or procure the supply of such information as may be reasonably necessary to be included in the documents to be despatched or the announcements to be issued pursuant to the Takeovers Code in connection with the Offer, (b) take responsibility for such information provided by the Purchaser, and (c) authorise the publication, despatch and/or release of such documents and announcements by the Purchaser and (in the event of a joint announcement) by the Purchaser and the Company.

4.5 Each of the Vendors hereby undertakes and each of the Guarantors undertakes to procure the relevant Vendor that the Vendor shall use all reasonable endeavours to supply or procure the supply of such information relating to it or the Group as may be reasonably necessary to be included in the documents to be despatched or the announcements to be issued pursuant to the Takeovers Code in connection with the Offer, take responsibility for such information provided by the Vendor and authorise the publication, despatch and/or release of such documents and announcements with such information included therein.

5. NET ASSET VALUE GUARANTEE

5.1 Subject to Completion having duly occurred in accordance with the terms and conditions of this Agreement and Clause 5.5, in the event the Remaining Group Consolidated NAV as at 31 March 2020 shall be less than HK$61,000,000 (being the expected minimum

net asset value of the Remaining Group as at 31 March 2020 hereby agreed between the Purchaser, the Vendors and the Guarantors) (the "**Guaranteed NAV**"), each of the Vendors and the Guarantors jointly and severally undertake with the Purchaser that the Vendors shall in aggregate compensate the Purchaser the amount of such shortfall as apportioned between the Vendors, in proportion to the Sale Shares being sold by each Vendors shown in ***Schedule 1***. For avoidance of doubt, the Sale Shares Purchase Price shall not be adjusted upward.

5.2 For the purpose of this Clause 5, the expression "**Remaining Group Consolidated NAV**" means the audited consolidated tangible net asset value of the Remaining Group as determined by the auditors of the Company for the financial year ending 31 March 2020 after making the following adjustment:

(a) the audited consolidated net asset value of the Remaining Group shall be upward adjusted by an amount equivalent to any cash dividend declared or paid by any member of the Remaining Group to the Company during the period from the Completion Date to 31 March 2020 (both dates inclusive).

5.3 The Vendors and the Purchaser shall procure that the Company shall, before 30 June 2020 (or such later date as the Purchaser, the Vendors and the Guarantors may agree in writing) (the "**Notification Date**"), complete preparation of (i) the audited consolidated accounts of the Remaining Group for the financial year ending 31 March 2020; and (ii) a statement of the calculation of the Remaining Group Consolidated NAV in respect of such financial year as determined by the auditors of the Company and the amount (if any) payable under Clause 5.1 or a confirmation that no amount is payable thereunder.

5.4 The Vendors and the Guarantors shall pay to the Purchaser the compensation due (if any) under Clause 5.1 in cash within 10 Business Days after the Notification Date.

5.5 During the period from the Completion Date to the Notification Date (the "**Transition Period**"), the Vendors and the Guarantors shall and shall procure the Remaining Group to conduct its businesses in compliance with all applicable laws, rules and regulations and consistent with past practices or, where applicable, the corporate governance procedures laid down by the Company from time to time during the Transition Period, and provide such assistance to the Company and ensure the Group will comply with all applicable requirements under applicable laws, rules and regulations (including but not limited to the Listing Rules).

5.6 The Vendors and Guarantors undertake to the Purchaser that they shall and shall procure the Remaining Group (other than the Associated Company) to provide all financial information and operating statistics relating to the Remaining Group (other than the Associated Company) as reasonably requested by the Purchaser or the Company from time to time during the Transition Period.

6. CONDITIONS PRECEDENT

6.1 Completion shall be conditional upon:-

(a) the Stock Exchange and the Executive advising that they have no further comment on the joint announcement to be released in connection with the transactions contemplated under this Agreement and the Offer;

(b) the Warranties remaining true and accurate and not misleading in all respects as given as at the date of this Agreement and as at Completion;

(c) (A) the current listing of the Shares not having been withdrawn, (B) the Shares continuing to be traded on the Stock Exchange prior to the Completion Date (save for any temporary suspension for no longer than 10 consecutive trading

days or such other period as the Purchaser may agree in writing or the temporary suspension in connection with transactions contemplated under this Agreement) and (C) neither the Stock Exchange nor the SFC having indicated before the Completion Date that it will object to such continued listing for reasons related to or arising from the transactions contemplated under this Agreement;

(d) all necessary consents, confirmations, permits, approvals, licences and authorisations having been obtained from all relevant governmental, regulatory and other authorities, agencies and departments in Hong Kong (including but not limited to the SFC and the Stock Exchange) in connection with the transactions contemplated under this Agreement;

(e) all applicable legal or contractual or any other requirements, rules and regulations, including but not limited to the Listing Rules and the Takeovers Code, for implementing all the transactions contemplated under this Agreement shall have been duly complied with by the Company and the Purchaser (as to Takeovers Code), including but not limited to the obtaining of all relevant approvals and consents;

(f) no matter, event, circumstance or change having occurred which has caused, or causes any Material Adverse Effect on (i) the business, operations, prospects or financial condition, or a material portion of the properties or assets, of the Company or of the Subsidiaries, or (ii) the ability of the any of the Vendor to perform or observe any of its obligations, undertakings or covenants under this Agreement; and

(g) a sum of no less than HK$80,000,000 in cash having been deposited by the Company into a designated bank of the Company (the "**Designated Account**") with one bank signatory being nominated by the Purchaser and one bank signatory being nominated by the Company and any transactions of the Designated Account shall be jointly operated by the aforementioned bank signatories or such other manner as the parties to this Agreement may agree in writing.

6.2 The Purchaser may, at its absolute discretion, waive the Conditions set out in Clauses 6.1(b), (d), (e), (f), and (g) and such waiver may be made subject to such term and conditions as are determined by the Purchaser. Save for Conditions set out in Clauses 6.1(b), (d), (e), (f), and (g), no other Conditions may be waived.

6.3 Each of the Vendors shall use its best endeavours to procure the fulfilment of the Conditions on or before the Longstop Date (save for the condition set out in Clause 6.1(g) which could be satisfied simultaneously at Completion). The Purchaser shall use its best endeavours to procure the fulfilment of the Conditions set out in Clause 6.1(e) (to the extent applicable to the Purchaser) on or before the Longstop Date.

6.4 If any of the Conditions set out in Clause 6.1 is not fulfilled (or, where applicable, waived in accordance with Clause 6.2) on or before the Longstop Date (save for the condition set out in Clause 6.1(g) which could be satisfied simultaneously at Completion):-

(a) none of the Vendors or the Purchaser shall be obliged to proceed to Completion;

(b) the provisions of this Agreement, except this Clause 6.4 and Clauses 1, 10, 11, 15, 16, 17, 18, 19, 20, 22 and 23 which shall remain in full force and effect, shall from such date cease to have any effect; and

(c) none of the Vendors or the Purchaser shall have any claim against each other, except in respect of claims arising out of any antecedent breach of any of the provisions of this Agreement.

7. PRE-COMPLETION OBLIGATIONS

7.1 During the period from the date of this Agreement and ending on the date on which the directors nominated by the Purchaser are appointed to the boards of directors of the Group pursuant to Clause 8.2(b)(ii) or the close of the Offer, whichever is earlier, the Vendors shall procure that each member of the Group shall not, without the prior written consent of the Purchaser (such consent not to be unreasonably withheld or delayed) and unless pursuant to any law or regulation do anything which is not in the ordinary course of business of the Group or any of the following:

(a) create or permit to arise any Encumbrance on or in respect of any of its undertaking, property or assets or enter into any contract, commitment or arrangement;

(b) issue or agree to issue any shares, warrants or other securities or loan capital or grant or agree to grant any option over or right to acquire or convert into any share or loan capital;

(c) declare, pay or make any dividends or other distributions in respect of its profits or capital;

(d) give any guarantee or indemnity for or otherwise secure the liabilities or obligations of any person (except in the ordinary course of business for an amount which in aggregate does not exceed HK$100,000);

(e) save as Disclosed, sell, transfer, lease, assign or otherwise dispose of any part of its undertaking, property or assets, or contract to do so (except in the ordinary course of business for an amount which in aggregate does not exceed HK$100,000);

(f) open any new bank accounts other than the existing bank accounts of any member of the Group as at the date of this Agreement;

(g) enter into new agreements and contracts, or amend any existing agreements and contracts including but not limited to agreements with any of the Directors and enter into or amend any employment agreements other than up to 100 new general staff of the Group Company who may be employed in the ordinary course of business of the Group and whose individual salary does not exceed HK$30,000 per month;

(i) save as Disclosed, enter into new tenancy agreement;

(j) save as Disclosed, open any new restaurant(s);

(k) close down any profit-making restaurant(s);

(l) carry on any business which constitutes a deviation from the business currently carried on by it;

(m) incorporate any subsidiary or permit the disposal or dilution of its interest, directly or indirectly, in any subsidiary or acquire shares in any company or, dispose of any shares in any company or acquire or dispose of any loans or loan capital;

(n) consolidate or merge with or acquire any other business;

(o) enter into any partnership or joint venture arrangement;

(p) make any loan or advance or give any credit (except in the ordinary course of business for an amount which in aggregate does not exceed HK$100,000);

(q) alter its financial year end;

(r) amend the accounting policies or reporting practices previously adopted by it;

(s) settle or compromise any major claims in relation to Tax;

(t) commence or settle any litigation, arbitration or other proceedings which are material in the context of the Company's business or are concerning individual claims in excess of HK$100,000 or claims in aggregate in excess of HK$300,000;

(u) do, allow or procure any act or omission which would constitute a breach of any of the Warranties;

(v) amend its memorandum or articles of association;

(w) carry out any activity pursuant to which it may incur liabilities or expenses amounting to more than HK$100,000 individually or in aggregate except in the ordinary course of business;

(x) carry out any activity or action which could cause a Material Adverse Change; or

(y) undertake any action or omit to do anything which may be regarded as frustrating action under the Takeovers Code.

7.2 During the period from the date of this Agreement and ending on the date on which the directors nominated by the Purchaser are appointed to the boards of directors of the Group pursuant to Clause 8.2(b)(ii) or the close of the Offer, whichever is earlier, each of the Vendors shall not do, allow or procure any act or omission which would constitute a breach of any of the Warranties.

8. COMPLETION

8.1 If all the Conditions set out in Clause 6.1 are fulfilled (or, where applicable, waived in accordance with Clause 6.2) on or before the Longstop Date (save for the condition set out in Clause 6.1(g) which could be satisfied simultaneously at Completion), Completion shall take place at 11:00 a.m. on the 5th Business Day after the day on which the last of the Conditions set out in Clause 6.1 is fulfilled (or otherwise waived in accordance with Clause 6.2, where applicable) (or such other date as may be agreed by the Vendors and the Purchaser in writing) at the offices of Deacons at 5th Floor, Alexandra House, 18 Chater Road, Central, Hong Kong (or such other place as may be agreed by the Vendors and the Purchaser in writing).

8.2 At Completion, all (but not part only, except where and to the extent as agreed by the Vendors and the Purchaser) of the following business shall be transacted:-

(a) each of the Vendors shall deliver to the Purchaser:-

(i) duly executed sold notes (as the transferor of the Sale Shares) in respect of the Sale Shares and procure that its designated Participant with CCASS gives an irrevocable delivery instruction to effect a book entry settlement of all of the Sale Shares on the basis of delivery-versus-payment in accordance with the rules and the operational procedures of CCASS to the credit of the stock account of the Purchaser's designated Participant with CCASS in accordance with the details provided by the Purchaser to Vendors prior to Completion;

(ii) all powers of attorney or other authorities under which the instrument of transfer and sold notes (if applicable) in respect of the Sale Shares have been executed;

(iii) such waivers or consents as the Purchaser may require to enable the Purchaser and/or its nominees to have good title to and to be registered as the holders of any of the Sale Shares;

(iv) a certified copy of a resolution of the board of directors of each of the Vendors (in the case of a corporate Vendor) authorising the execution and completion of this Agreement and the transactions contemplated under this Agreement;

(v) a cheque made payable to the Government of Hong Kong for 50% of the stamp duty payable by the Vendors in connection with the sale and purchase of the Sale Shares;

(vi) the Deed of Indemnity duly executed by the Vendors, the Company and the Guarantors; and

(vii) such other documents as may be required to give to the Purchaser good title to the Sale Shares and to enable the Purchaser or its nominees to become the registered holders thereof;

(b) each of the Vendors shall:-

(i) procure that its designated Participant (as defined in the General Rules) gives an irrevocable delivery instruction to effect a book-entry settlement of the total number of Sale Shares on the basis of delivery-versus-payment at Completion in accordance with the General Rules and the CCASS Operational Procedures issued by HKSCC from time to time to the credit of the Stock Accounts (as defined in the General Rules) of the Participants of the Purchaser in accordance with the details provided by the Purchaser to the Vendor in writing at least three Business Days prior to the Completion Date;

(ii) cause such persons as the Purchaser may nominate to be validly appointed (by procuring the necessary board resolutions of the relevant companies to be duly passed by the Completion Date approving the same) as Directors of the Company and the other members of the Group with effect from the earliest time permitted under (or pursuant to any dispensation from) the Takeovers Code or by the SFC.;

(iii) cause such Directors, company secretary or any other senior management members of the Company and, save for the list provided as set out in ***Schedule 8*** of this Agreement, directors of the other members of the Group as may be notified by the Purchaser to the Vendors to give notice to resign as Directors, company secretary or any other senior management members of the Company or directors of the other members of the Group (as the case may be) (and procure the necessary board resolutions of the Company and such members of the Group to be duly passed by the Completion Date noting the same) with effect from the earliest time permitted under (or pursuant to any dispensation from) the Takeovers Code or by the SFC and in each case cause any person so resigning as director, company secretary or any other senior management members to deliver to the Purchaser a letter under seal or otherwise executed as a deed addressed to the relevant member of the Group in the form set out in ***Schedule 3*** acknowledging that the person so resigning has no claim outstanding for compensation or otherwise;

(iv) procure, with effect from the Completion Date, the revocation of all authorities to the banks of each member of the Group relating to bank accounts and procure the giving of authority to such persons as the Purchaser may nominate to operate the same, provided that the Purchaser shall have provided the Vendors with the names of such persons at least three Business Days before the Completion Date;

(v) procure that all the statutory and other books and records (including financial records) duly written up to date of each member of the Group and their respective certificates of incorporation, current business registration certificates and common seals and any other papers, records and documents of each member of the Group entered into by each member of the Group or dated or prepared are kept at the registered office of the Company; and

(c) the Purchaser shall deliver or procure to deliver:-

(i) during Stock Exchange trading hours on the Completion Date, cause its designated CCASS Participants (as defined in the General Rules) to accept the settlement order mentioned in Clause 8.2(a) and effect payment of the Consideration to the Vendors in the manner set out in Clause 3.2; and

(ii) a certified copy of a resolution of its board of directors, authorising the execution and completion of this Agreement and the transactions contemplated under this Agreement.

8.3 Without prejudice to any other remedies available to the Purchaser, if any of the obligations of the Vendors under this Clause 8 are not complied with in any respect by any of the Vendor on the Completion Date, the Purchaser may:-

(a) defer Completion to a date not more than ten days after the Completion Date (and so that the provisions of this Clause 8 shall apply to Completion as so deferred); or

(b) proceed to Completion so far as practicable (without prejudice to the Purchaser's rights hereunder); or

(c) rescind its obligations under this Agreement.

9. GUARANTEE

9.1 In consideration of the Purchaser (in this Clause, the "**Beneficiary**") entering into this Agreement with the Vendors, Mr. Wong and Ms. Wong hereby irrevocably and unconditionally, as primary obligors, undertake and guarantee (collectively the "**Guarantee**") the full, prompt, complete and due performance by Pioneer Vantage and Blaze Forum of all and any of their respective obligations under this Agreement (for the purposes of this Clause 9, including (a) all such further documents to be executed by the Vendors that are necessary, appropriate, desirable or expedient to give effect to or in connection with this Agreement; and (b) all documents and transactions contemplated under this Agreement and such further documents mentioned in the preceding paragraph (a)) and the due and punctual payment of all sums now or subsequently payable by the Vendors to the Beneficiary under this Agreement when the same shall become due; and undertakes to the Beneficiary that if any of the Vendors defaults in the payment of any sum under this Agreement, then any of the Guarantors will forthwith on demand by the Beneficiary pay such sum to the Beneficiary.

9.2 Without prejudice to the Guarantee, as between the Guarantors and the Beneficiary but without affecting the Vendors' obligations hereunder or otherwise, the Guarantors shall

be liable under this Clause 9 as if they were the sole principal debtors and not merely as surety. Accordingly, the obligations of the Guarantors shall not be affected by any act, omission, neglect, default, event, matter or thing whether or not known to the Guarantors, which, but for this provision, might operate to release or otherwise exonerate the Guarantors from their obligations or affect such obligations.

9.3 The Guarantee is a continuing guarantee and shall remain in full force and effect unless and until:

(a) all the obligations of the Vendors under this Agreement have been fully, promptly and completely performed and all sums now or subsequently payable by the Vendors to the Beneficiary have been fully and punctually paid; and

(b) no further obligations of the Vendors may arise under this Agreement and no further liabilities (whether known, actual or contingent) of the Obligor may arise under this Agreement.

9.4 All payments under the Guarantee shall be made free and clear of any restrictions, counterclaims, set-off, deductions or withholdings (except to the extent required by law) on account of any tax or expenses charged, imposed, levied, collected, withheld or assessed by any person.

10. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

10.1 Each of the Vendors hereby represents, warrants and undertakes to the Purchaser on a joint and several basis that as at the date of this Agreement and the date on which the directors nominated by the Purchaser are appointed to the board of directors of the Group pursuant to Clause 8.2(b)(ii) or the close of the Offer, whichever is earlier, save as Disclosed, each of the Warranties shall be true, accurate and not misleading.

10.2 Each of the Vendors acknowledges that the Purchaser has entered into this Agreement in reliance on the Warranties and all of the Warranties are made subject to matters Disclosed.

10.3 Each of the Warranties is separate and independent, and the rights and remedies of the Purchaser in respect of any breach of the Warranties shall not be affected, diminished or determined by any investigation made by the Purchaser or on its behalf or by any other event whatsoever, except with a specific and duly authorised written waiver or release by the Purchaser or where the Purchaser has actual knowledge of the matter constituting the aforesaid breach or where the matters are fairly and specifically set out in the public information filed or released by the Company on the Stock Exchange website prior to the date hereof.

10.4 The Vendors shall promptly disclose to the Purchaser in writing, within threeBusiness Days after becoming aware of any matter, event or circumstance which may arise or become known to the any of the Vendors after the date of this Agreement and before the date on which the directors nominated by the Purchaser are appointed to boards of the members of the Group pursuant to Clause 8.2(b)(ii) or the close of the Offer, whichever is earlier, which has caused or causes:-

(a) any adverse effect on the business, operations, prospects or financial condition, or a portion of the properties or assets, of any members of the Group;

(b) any adverse effect on the ability of any of the Vendors to perform or observe any of its obligations, undertakings or covenants under this Agreement; or

(c) a breach of Clause 10.1.

10.5 Each of the Vendors and the Guarantors shall, unconditionally and irrevocably indemnify the Purchaser and/or (where the relevant Losses of the Purchaser could be compensated by indemnifying the Company) the Company from and against all Losses directly or indirectly suffered or incurred by the Purchaser and/or any member of the Group as a result of or in connection with:

(a) any non-compliance by any members of the Group on or before the Completion Date of any applicable laws in the jurisdictions of incorporation of the relevant Group Company or in the jurisdiction which the relevant Group Company has conducted its businesses, including but not limited to of the predecessor Companies Ordinance (Cap. 32) or the Companies Ordinance (if applicable);

(b) any Tax liability of any member of the Group resulting from any income, profits or gains earned accrued or received or any connected transactions conducted on or before the Completion Date or any event on or before the Completion Date whether alone or in conjunction with other circumstances on or before the Completion Date and whether or not such Tax is chargeable against or attributable to any other person;

(c) any Tax liability of any member of the Group that arises after Completion as a result of an act, omission or transaction by any member of the Group, the Directors and which liability to Tax falls upon the Company or the relevant member of the Group as a result of its having been in the same group for Tax purposes as that person at any time before Completion;

(d) any breach of any of the Warranties, or any failure to duly perform or observe any of the obligations, undertakings or covenants of the Vendors required to be performed and observed by it under this Agreement;

(e) save as Disclosed, any breach of the tenancy agreements entered into between the Landlord and the Company and/or Subsidiaries;

(f) save as Disclosed, any demand, claim or any arbitral or legal proceedings against the Group in relation to any causes of actions that arise prior to Completion or taken out by the Group prior to Completion, including but not limited to:

(i) any subsisting, potential or future claims (including but not limited to contractual, legal or employees compensation claims) against or liability or loss incurred by the Group in connection with or arising from the operation of the business relating to any causes of action prior to Completion;

(ii) court case no. DCEC 140/2018 in relation to the employee's compensation claim by Lo Yuet Wa;

(g) all costs and expenses which are reasonably incurred by the Purchaser or the Company or any member of the Group in connection with any of the matters referred to in this Clause 10.5 (including, without prejudice to the generality of the foregoing, all legal and other professional fees and disbursements);

(h) any failure by the Group's debtors to fully repay any outstanding loan (including but not limited to the account receivables, prepayment, other receivables and deposits) made by any member of the Group on or before the Completion Date;

(i) any failure by any member of the Group to fully repay any outstanding loan provided by its suppliers or any outstanding amounts or insufficient provision for payments to their employees and suppliers on or before the Completion Date; and

(j) any insufficient provision for rental payment payable to the landlord on or before the Completion Date.

For the avoidance of doubt, where the relevant Losses of the Purchaser could be and have been compensated by indemnifying the Company, none of the Vendors or the Guarantors shall be further liable to the Purchaser for the same matter.

10.6 The Purchaser represents, warrants and undertakes to the Vendors (to the intent that the provisions of this Clause shall continue to be in full force and effect notwithstanding Completion) that:

(a) it has full power to enter into this Agreement and to exercise its rights and perform its obligations under this Agreement, and all corporate and other actions required to authorise its execution of this Agreement have been duly taken, and this Agreement is a legal, valid and binding agreement on it and enforceable in accordance with the terms hereof;

(b) the execution, delivery and performance of this Agreement does not and will not:

(i) result in a breach of any provision of the memorandum or articles of association (or equivalent constitutive documents) of the Purchaser; or

(ii) result in a breach of, or constitute a default under, any instrument or agreement or contract or deed to which the Purchaser is bound; or

(iii) result in a breach of any law, rule or regulation or any order, judgment or decree of any court or governmental, regulatory, judicial or administrative body to which the Purchaser is bound.

10.7 The provisions of this Clause shall operate to limit the liability of the Vendors in respect of any claim under the Warranties and references to “claim” and “claims” shall be construed accordingly. The parties agree as follows:

(a) the Vendors shall have no liability in respect of the Warranties to the extent that the facts and circumstances giving rise to the claim have been Disclosed;

(b) the maximum aggregate liability of the Vendors in respect of all claims shall not exceed the amount of the Consideration;

(c) for any claims in respect of breach of Warranties, no liability shall attach to the Vendors for any individual claim which is less than HK100,000, such claims being ignored for the purposes of calculating the liability of the Vendors under this Agreement and the Deed of Indemnity; and

(d) for any claims in respect of breach of Warranties, no liability shall attach to the Vendors unless the aggregate amount of all claims for which they would, in the absence of this provision, be liable shall exceed HK$500,000 and in such event the Vendors shall be liable for the whole of such amount and not merely the excess;

(e) no claim shall be brought against any of the Vendors unless:-

(i) written particulars thereof (stating in reasonable detail the specific matters in respect of which the claim is made) shall have been notified in writing to the

Vendors before the expiry of a period of seven (7) years from the date of Completion in the case of any claim under the Deed of Indemnity or by 31 July 2020 in the case of any other claim; and

(ii) proceedings in respect of the claim shall have been commenced by being both issued and served within twelve (12) months of the giving of such notice;

(f) no liability shall attach to any of the Vendors in respect of any claim:

(i) to the extent that provision or reserve in respect of the matter or thing giving rise to such claim has been provided for or noted in the Audited Accounts;

(ii) if such claim would not have arisen but for a change in the rate of tax or a change in legislation made after the Completion Date or a change in the interpretation of the law after the Completion Date or a change by the relevant tax authority in the method of applying or calculating the rate of tax after the Completion Date or a change in any extra statutory concession or practice previously made by any revenue authority (whether or not such change purports to be effective retrospectively in whole or in part) or if such claim would not have arisen but for any judgment delivered after the Completion Date; and

(iii) to the extent that the claim or breach would not have arisen but for some act, omission, transaction or arrangement whatsoever carried out at the written request or with the written approval of the Purchaser or its authorised representative prior to Completion or which was expressly authorised by the Agreement.

(g) for any claims against any member of the Group which constitutes a breach of Warranties, the Purchaser shall give or procure to be given notice, as soon as reasonably practicable, to the Vendors and the Guarantors and, as regards any such claims, the Purchaser shall use or procure the Group Company to use all reasonable endeavours to defend such claims as the Vendors and the Guarantors may reasonably request, subject to the Purchaser and the Group Company being indemnified by the Vendors and the Guarantors from and against any and all losses, liabilities, damages, interest, penalties, costs, charges and expenses which may be thereby sustained or incurred;

(h) in the event the Purchaser or any member of the Group is entitled to recover any sum (whether by payment, discount, credit or otherwise) from any party in respect of any matter or event which could give rise to a claim against the Vendors hereunder, the Purchaser shall use, or procure that the relevant member of the Group shall use, its reasonable endeavours to recover such sum as the Vendors may reasonably require at the Vendors' cost. Any such sums recovered shall be set off against the Losses, or if the Vendors have already indemnified the Company for such Losses, such sums recovered shall be refunded to the Vendors.

10.8 Nothing in this Clause 10 shall limit or restrict the Purchaser's general obligation at law to mitigate any loss or damage which it may incur in consequence of any matter giving rise to a potential claim under this Agreement.

10.9 Pioneer Vantage unconditionally and irrevocably undertakes to the Purchaser and Mr. Wong unconditionally and irrevocably undertakes to the Purchaser that he will procure Pioneer Vantage that in respect of the remaining 2,000 Shares held by Pioneer Vantage, Pioneer Vantage (i) will not accept the Offer; and (ii) will not, directly or indirectly, sell, give, transfer, assign or dispose of or otherwise create any Encumbrance on the

remaining 2,000 Shares held by it in any manner during the period commencing on the date of this Agreement and ending on the date on the close of Offer.

11. RESTRICTION ON ANNOUNCEMENT AND DISCLOSURE

11.1 None of the Parties shall, without the prior written consent of the other Parties, disclose the terms of, or any matters referred to in, this Agreement except to its professional advisers and senior management whose province it is to know such terms or matters and to those persons (including, for the avoidance of doubt, the senior management and professional advisers of the Company) to whom it may be necessary to disclose such terms or matters for the purpose of or in connection with this Agreement or the Offer and subject as required by Law or by the SFC and/or the Stock Exchange and/or any other stock exchanges or by virtue of the Takeovers Code or of any other regulatory requirements.

11.2 None of the Parties shall make any public announcement in relation to the transactions the terms of which are set out in this Agreement or the transactions or arrangements hereby contemplated or herein referred to or any matter ancillary hereto or thereto without the respective prior written consents of the other Parties (which consents shall not be unreasonably withheld or delayed).

11.3 This Clause 11 shall not apply to any announcement made or required to be made pursuant to the Takeovers Code or the Listing Rules by any Party.

12. FURTHER ASSURANCES

Each Party undertakes with the other Parties that it shall execute all such documents and do all such acts and things as the other Parties or any of them may at any time and from time to time reasonably request and as may be lawful and within its power to do to carry into effect or to give legal effect to the provisions in this Agreement and the transactions contemplated in this Agreement.

13. CONTINUING EFFECT

All provisions of this Agreement shall, insofar as they are capable of being performed or observed, continue in full force and effect notwithstanding any completion of this Agreement, save in respect of those matters then already performed.

14. ENTIRE AGREEMENT

(a) This Agreement sets forth the entire agreement and understanding between the Parties in relation to the transactions contemplated by this Agreement, and supersedes and cancels in all respects all previous letters of intent, correspondence, understandings, agreements and undertakings (if any) between the Parties with respect to the subject matter of this Agreement, whether such be written or oral.

(b) Each Party:

(i) acknowledges that in agreeing to enter into this Agreement, it has not relied on any express or implied representation, warranty, collateral contract or other assurance (except those set out in this Agreement) made by or on behalf of any other Party before the entering into of this Agreement; and

(ii) waives all rights and remedies which, but for this Clause 14(b)(ii), might otherwise be available to it in respect of any such express or implied representation, warranty, collateral contract or other assurance.

15. SEVERABILITY

If at any time one or more of the provisions of this Agreement is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, the validity, legality, enforceability or performance of the remaining provisions of this Agreement shall not thereby in any way be affected or impaired.

16. WAIVER AND OTHER RIGHTS

16.1 No single or partial exercise of, or failure or omission to exercise or delay in exercising any right, power, claim or remedy vested in any Party under or pursuant to this Agreement or otherwise shall affect, prejudice or constitute a waiver by such Party of such or any other right, power, claim or remedy.

16.2 Any right, power, claim or remedy expressly conferred upon any Party under this Agreement shall be in addition to and without prejudice to all other rights, powers, claims and remedies which would otherwise be available to such Party under this Agreement or at Law.

17. NOTICES

17.1 Any notice, demand or other communication to be given by a Party to any other Party under this Agreement shall be in writing, and shall be deemed duly served if:-

(a) delivered personally;

(b) sent by prepaid registered post; or

(c) sent by facsimile transmission,

to the address or facsimile number (as the case may be) of such other Party previously notified in writing to the Party serving the same (and, in the case of any subsequent change of the address or facsimile number, such notification shall be given in accordance with the provisions of this Agreement and shall state in clear terms the intention to change the address or facsimile number, as the case may be).

17.2 A notice, demand or other communication shall be deemed served:-

(a) if delivered personally, at the time of delivery;

(b) if sent by post, at the expiration of two Business Days (for local addresses in Hong Kong) or five Business Days (for any other overseas address) after the envelope containing the same has been delivered into the custody of the postal authorities; and

(c) if sent by facsimile transmission, upon receipt by the Party giving the same of machine printed confirmation of such transmission.

17.3 In proving the service of any notice, demand or other communication, it shall be sufficient to prove that:-

(a) in the case of personal delivery, the same has been delivered or left at the address, or the postal box of such address, of the Party to be served on;

(b) in the case of a mail, the envelope containing the same has been properly addressed, delivered into the custody of the postal authorities and duly stamped; and

(c) in the case of a facsimile transmission, the same has been duly transmitted to the facsimile number of the Party to be served on.

17.4 For the purposes of this Clause 17, the initial address and facsimile number of each Party are:-

Blaze Forum Limited

Address: Room 904, 9/F, Join-in Hang Sing Centre, 2-16 Kwai Fung Crescent, 71-75 Container Port Road, Kwai Chung, New Territories, Hong Kong

Facsimile number: +852-2419 9407

For the attention of Wong Che Kin

Mr. Wong Che Kin

Address: Room 904, 9/F, Join-in Hang Sing Centre, 2-16 Kwai Fung Crescent, 71-75 Container Port Road, Kwai Chung, New Territories, Hong Kong

Facsimile number: +852-2419 9407

Pioneer Vantage Global Limited

Address: Room 904, 9/F, Join-in Hang Sing Centre, 2-16 Kwai Fung Crescent, 71-75 Container Port Road, Kwai Chung, New Territories, Hong Kong

Facsimile number: +852-2419 9407

For the attention of Wong Che Kin

Ms. Wong Chui Ha Iris

Address: Room 904, 9/F, Join-in Hang Sing Centre, 2-16 Kwai Fung Crescent, 71-75 Container Port Road, Kwai Chung, New Territories, Hong Kong

Facsimile number: +852-2419 9407

MSEC Holdings Limited

Address: NovaSage Chambers, P.O. Box 4389, Road Town, Tortola,British Virgin Islands

Facsimile number: 8610+56809308

For the attention of Li Jia

18. TIME

Time shall be of the essence of this Agreement, both as regards the dates and periods specifically mentioned in this Agreement and as to any date and period which may by written agreement between or on behalf of the Parties be substituted for them.

19. ASSIGNMENT

This Agreement shall be binding on and shall enure for the benefit of the successors and permitted assignees of the Parties. None of the Parties may assign any of its rights or obligations under this Agreement without the prior consent of the other Parties in writing.

20. COST AND EXPENSES

Each Party shall bear all its own legal and professional fees, costs and expenses of and incidental to the negotiation, preparation, execution and completion of this Agreement. Each of the Vendors and the Purchaser undertakes to each other that it shall pay one half of the stamp duty in respect of the sale and purchase of the Sale Shares pursuant to this Agreement as assessed by the relevant authority in Hong Kong.

21. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by any Party on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same document.

22. GOVERNING LAW AND JURISDICTION

22.1 This Agreement is governed by and shall be construed in all respects in accordance with the laws of Hong Kong.

22.2 The Parties submit to the non-exclusive jurisdiction of the courts of Hong Kong.

22.3

(a) Blaze Forum hereby irrevocably appoints Wong Che Kin of Room 904, 9/F, Join-in Hang Sing Centre, 2-16 Kwai Fung Crescent, 71-75 Container Port Road, Kwai Chung, New Territories, Hong Kong as its agent to receive and acknowledge on its behalf service of any writ, summons, order, judgment or other notice of legal process in Hong Kong. If for any reason the agent named above (or its successor) no longer serves as agent of Blaze Forum for this purpose, Blaza Forum shall promptly appoint a successor agent satisfactory to the Purchaser, notify the Purchaser thereof and deliver to the Purchaser a copy of the new process agent's acceptance of appointment, provided that until the Purchaser receive such notification, it shall be entitled to treat the agent named above (or its said successor) as the agent of Blaze Forum for the purposes of this Clause 22.3(a). Blaze Forum agrees that any such legal process shall be sufficiently served on it if delivered to such agent for service at its address for the time being in Hong Kong whether or not such agent gives notice thereof to Blaze Forum.

(b) Pioneer Vantage hereby irrevocably appoints Wong Che Kin of Room 904, 9/F, Join-in Hang Sing Centre, 2-16 Kwai Fung Crescent, 71-75 Container Port Road, Kwai Chung, New Territories, Hong Kong as its agent to receive and acknowledge on its behalf service of any writ, summons, order, judgment or other notice of legal process in Hong Kong. If for any reason the agent named

above (or its successor) no longer serves as agent of Pioneer Vantage for this purpose, Pioneer Vantage shall promptly appoint a successor agent satisfactory to the Purchaser, notify the Purchaser thereof and deliver to the Purchaser a copy of the new process agent's acceptance of appointment, provided that until the Purchaser receive such notification, it shall be entitled to treat the agent named above (or its said successor) as the agent of Pioneer Vantage for the purposes of this Clause 22.3(b). Pioneer Vantage agrees that any such legal process shall be sufficiently served on it if delivered to such agent for service at its address for the time being in Hong Kong whether or not such agent gives notice thereof to Pioneer Vantage.

(c) The Purchaser hereby irrevocably appoints RUNMING International Limited (a company incorporated under the laws of Hong Kong) of Room 1907, 19/F, Lee Garden One, 33 Hysan Avenue, Causeway Bay, Hong Kong as its agent to receive and acknowledge on its behalf service of any writ, summons, order, judgment or other notice of legal process in Hong Kong. If for any reason the agent named above (or its successor) no longer serves as agent of the Purchaser for this purpose, the Purchaser shall promptly appoint a successor agent satisfactory to the Vendors and the Guarantors, notify the Vendors and the Guarantors thereof and deliver to the Vendors and the Guarantors a copy of the new process agent's acceptance of appointment, provided that until the Vendors and the Guarantors receive such notification, they shall be entitled to treat the agent named above (or its said successor) as the agent of the Purchaser for the purposes of this Clause 22.3(c). The Purchaser agrees that any such legal process shall be sufficiently served on it if delivered to such agent for service at its address for the time being in Hong Kong whether or not such agent gives notice thereof to the Purchaser.

23. THIRD PARTY RIGHTS

A person who is not a party to this Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce, or to enjoy the benefit of, any term of this Agreement. Further and notwithstanding any provision herein to the contrary, the rights of the Parties to terminate or agree to any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

SCHEDULE 1

The Vendors

	Name	The Guarantor	Sale Shares Purchase Price	Address, facsimile number and addressee and place of incorporation (if applicable)	Number of Sale Shares	Approximate percentage of direct shareholding interest in the Company as at the date of this Agreement
(1)	Pioneer Vantage	Mr. Wong	HK$524,654,270	P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands, Incorporated in BVI	127,498,000	63.75
(2)	Blaze Forum	Ms. Wong	HK$92,587,500	P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands, Incorporated in BVI	22,500,000	11.25

SCHEDULE 2A

Group structure chart

SCHEDULE 2B

Particulars of the Company

1.	Company Name	Food Wise Holdings Limited		
2.	Date of incorporation	14 April 2016		
3.	Place of incorporation	Cayman Islands		
4.	Registration number	F0022400		
5.	Registered office	Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands		
6.	Authorised share capital	HK$10,000,000 divided into 1,000,000,000 shares of HK$0.01 each		
7.	Issued share capital	HK$2,000,000 divided into 200,000,000 shares of HK$0.01 each		
8.	Shareholder(s)	*No. and class of shares*	*Registered holder*	*Beneficial owner*
		127,500,000	Pioneer Vantage	Mr. Wong
		22,500,000	Blaze Forum	Ms. Wong
		Remaining 50,000,000 shares held by public		
9.	Directors	*Executive directors* Mr. Wong Ms. Wong *Non-Executive directors* Mr. Cheung Wai Chi *Independent non-executive directors* Mr. Cheung Yui Kai Warren Prof. Lai Kin Keung Mr. Lui Hong Peace		
10.	Secretary	Mr. Tai Kwok Pan		
11.	Auditors	PricewaterhouseCoopers		
12.	Accounting reference date	31 March 2017		
13.	Principal activity	Investment holding		

SCHEDULE 2C

Particulars of the Subsidiaries

I.

1.	Company Name	Prosperity One Limited (“**Prosperity One**”)		
2.	Date of incorporation	15 March 2016		
3.	Place of incorporation	BVI		
4.	Registration number	1908626		
5.	Registered office	P.O.Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands		
6.	Authorised share capital	US$50,000 divided into 50,000 shares of US$1.00 each		
7.	Issued share capital	US$100 divided into 100 shares of US$1.00 each		
8.	Shareholder(s)	*No. and class of shares*	*Registered holder*	*Beneficial owner*
		100 Ordinary shares	The Company	The Company
9.	Directors	Mr. Wong Ms. Wong		
10.	Secretary	Offshore Incorporation Limited		
12.	Accounting reference date	31 March 2017		
13.	Principal activity	Investment holding		

II.

1.	Company Name	Richfield Development Limited		
2.	Date of incorporation	26 June 1998		
3.	Place of incorporation	Hong Kong		
4.	Registration number	648311		
5.	Registered office	Room 904, 9/F, Join-in Hang Sing Centre, 2-16 Kwai Fung Crescent, 71-75 Container Port Road, Kwai Chung, New Territories		
6.	Authorised share capital	HK$10,000 divided into 10,000 shares of HK$1.00 each		
7.	Issued share capital	HK$100 divided into 100 shares of HK$1.00 each		
8.	Shareholder(s)	*No. and class of shares*	*Registered holder*	*Beneficial owner*
		100 Ordinary shares	Prosperity One	The Company
9.	Directors	Mr. Wong Ms. Wong		
10.	Secretary	Ms. Wong		
11.	Auditors	PricewaterhouseCoopers		
12.	Accounting reference date	31 March 2017		
13.	Principal activity	Trading of soup seasoning in Hong Kong		

III.

1.	Company Name	Goody Limited
2.	Date of incorporation	5 June 2003
3.	Place of incorporation	Hong Kong
4.	Registration number	848674

5.	Registered office	Room 904, 9/F, Join-in Hang Sing Centre, 2-16 Kwai Fung Crescent, 71-75 Container Port Road, Kwai Chung, New Territories		
6.	Authorised share capital	HK$10,000 divided into 10,000 shares of HK$1.00 each		
7.	Issued share capital	HK$100 divided into 100 shares of HK$1.00 each		
8.	Shareholder(s)	*No. and class of shares*	*Registered holder*	*Beneficial owner*
		100 Ordinary shares	Prosperity One	The Company
9.	Directors	Mr. Wong Ms. Wong		
10.	Secretary	Mr. Wong		
11.	Auditors	PricewaterhouseCoopers		
12.	Accounting reference date	31 March 2017		
13.	Principal activity	Ownership of trademark		

IV.

1.	Company Name	Hotex Limited		
2.	Date of incorporation	27 June 2003		
3.	Place of incorporation	Hong Kong		
4.	Registration number	851381		
5.	Registered office	Room 904, 9/F, Join-in Hang Sing Centre, 2-16 Kwai Fung Crescent, 71-75 Container Port Road, Kwai Chung, New Territories		
6.	Authorised share capital	HK$10,000 divided into 10,000 shares of HK$1.00 each		
7.	Issued share capital	HK$100 divided into 100 shares of HK$1.00 each		
8.	Shareholder(s)	*No. and class of shares*	*Registered holder*	*Beneficial owner*
		100 Ordinary shares	Prosperity One	The Company
9.	Directors	Mr. Wong Ms. Wong		
10.	Secretary	Mr. Wong		
11.	Auditors	PricewaterhouseCoopers		
12.	Accounting reference date	31 March 2017		
13.	Principal activity	Restaurants operation in Hong Kong		

V.

1.	Company Name	333 Limited		
2.	Date of incorporation	7 May 2004		
3.	Place of incorporation	Hong Kong		
4.	Registration number	899868		
5.	Registered office	Room 904, 9/F, Join-in Hang Sing Centre, 2-16 Kwai Fung Crescent, 71-75 Container Port Road, Kwai Chung, New Territories		
6.	Authorised share capital	HK$10,000 divided into 10,000 shares of HK$1.00 each		
7.	Issued share capital	HK$100 divided into 100 shares of HK$1.00 each		
8.	Shareholder(s)	*No. and class of shares*	*Registered holder*	*Beneficial owner*
		100 Ordinary shares	Prosperity One	The Company
9.	Directors	Mr. Wong Ms. Wong		

10.	Secretary	Mr. Wong
11.	Auditors	PricewaterhouseCoopers
12.	Accounting reference date	31 March 2017
13.	Principal activity	Ownership of trademark

VI.

1.	Company Name	555 Limited		
2.	Date of incorporation	7 May 2004		
3.	Place of incorporation	Hong Kong		
4.	Registration number	899869		
5.	Registered office	Room 904, 9/F, Join-in Hang Sing Centre, 2-16 Kwai Fung Crescent, 71-75 Container Port Road, Kwai Chung, New Territories		
6.	Authorised share capital	HK$10,000 divided into 10,000 shares of HK$1.00 each		
7.	Issued share capital	HK$100 divided into 100 shares of HK$1.00 each		
8.	Shareholder(s)	*No. and class of shares*	*Registered holder*	*Beneficial owner*
		100 Ordinary shares	Prosperity One	The Company
9.	Directors	Mr. Wong Ms. Wong		
10.	Secretary	Mr. Wong		
11.	Auditors	PricewaterhouseCoopers		
12.	Accounting reference date	31 March 2017		
13.	Principal activity	Restaurants operations in Hong Kong		

VII.

1.	Company Name	111 Limited		
2.	Date of incorporation	29 November 2005		
3.	Place of incorporation	Hong Kong		
4.	Registration number	1010771		
5.	Registered office	Room 904, 9/F, Join-in Hang Sing Centre, 2-16 Kwai Fung Crescent, 71-75 Container Port Road, Kwai Chung, New Territories		
6.	Authorised share capital	HK$10,000 divided into 10,000 shares of HK$1.00 each		
7.	Issued share capital	HK$1,000 divided into 1,000 shares of HK$1.00 each		
8.	Shareholder(s)	*No. and class of shares*	*Registered holder*	*Beneficial owner*
		1,000 Ordinary shares	Prosperity One	The Company
9.	Directors	Mr. Wong Ms. Wong		
10.	Secretary	Mr. Wong		
11.	Auditors	PricewaterhouseCoopers		
12.	Accounting reference date	31 March 2017		
13.	Principal activity	Provision of payroll services for related companies		

VIII.

1.	Company Name	Aero Tech Limited
2.	Date of incorporation	3 February 2006

3.	Place of incorporation	Hong Kong		
4.	Registration number	1022866		
5.	Registered office	Room 904, 9/F, Join-in Hang Sing Centre, 2-16 Kwai Fung Crescent, 71-75 Container Port Road, Kwai Chung, New Territories		
6.	Authorised share capital	HK$10,000 divided into 10,000 shares of HK$1.00 each		
7.	Issued share capital	HK$100 divided into 100 shares of HK$1.00 each		
8.	Shareholder(s)	*No. and class of shares*	*Registered holder*	*Beneficial owner*
		100 Ordinary shares	Prosperity One	The Company
9.	Directors	Mr. Wong Ms. Wong		
10.	Secretary	Mr. Wong		
11.	Auditors	PricewaterhouseCoopers		
12.	Accounting reference date	31 March 2017		
13.	Principal activity	Trading of ingredients and provision of management services in Hong Kong		

IX.

1.	Company Name	Prosino Limited		
2.	Date of incorporation	15 June 2006		
3.	Place of incorporation	Hong Kong		
4.	Registration number	1052643		
5.	Registered office	Room 904, 9/F, Join-in Hang Sing Centre, 2-16 Kwai Fung Crescent, 71-75 Container Port Road, Kwai Chung, New Territories		
6.	Authorised share capital	HK$10,000 divided into 10,000 shares of HK$1.00 each		
7.	Issued share capital	HK$100 divided into 100 shares of HK$1.00 each		
8.	Shareholder(s)	*No. and class of shares*	*Registered holder*	*Beneficial owner*
		100 Ordinary shares	Prosperity One	The Company
9.	Directors	Mr. Wong Ms. Wong		
10.	Secretary	Mr. Wong		
11.	Auditors	PricewaterhouseCoopers		
12.	Accounting reference date	31 March 2017		
13.	Principal activity	Restaurants operations in Hong Kong		

X.

1.	Company Name	Dotco Limited
2.	Date of incorporation	20 September 2006
3.	Place of incorporation	Hong Kong
4.	Registration number	1075390
5.	Registered office	Room 904, 9/F, Join-in Hang Sing Centre, 2-16 Kwai Fung Crescent, 71-75 Container Port Road, Kwai Chung, New Territories
6.	Authorised share capital	HK$10,000 divided into 10,000 shares of HK$1.00 each
7.	Issued share capital	HK$10,000 divided into 100 shares of HK$1.00 each

8.	Shareholder(s)	*No. and class of shares*	*Registered holder*	*Beneficial owner*
		10,000 Ordinary shares	Prosperity One	The Company
9.	Directors	Mr. Wong Ms. Wong		
10.	Secretary	Mr. Wong		
11.	Auditors	PricewaterhouseCoopers		
12.	Accounting reference date	31 March 2017		
13.	Principal activity	Restaurant operation in Hong Kong		

XI.

1.	Company Name	Sydney Limited		
2.	Date of incorporation	18 January 2007		
3.	Place of incorporation	Hong Kong		
4.	Registration number	1102889		
5.	Registered office	Room 904, 9/F, Join-in Hang Sing Centre, 2-16 Kwai Fung Crescent, 71-75 Container Port Road, Kwai Chung, New Territories		
6.	Authorised share capital	HK$10,000 divided into 10,000 shares of HK$1.00 each		
7.	Issued share capital	HK$10,000 divided into 10,000 shares of HK$1.00 each		
8.	Shareholder(s)	*No. and class of shares*	*Registered holder*	*Beneficial owner*
		10,000 Ordinary shares	Prosperity One	The Company
9.	Directors	Mr. Wong Ms. Wong		
10.	Secretary	Mr. Wong		
11.	Auditors	PricewaterhouseCoopers		
12.	Accounting reference date	31 March 2017		
13.	Principal activity	Restaurants operations in Hong Kong		

XII.

1.	Company Name	Unlimit Limited		
2.	Date of incorporation	15 March 2007		
3.	Place of incorporation	Hong Kong		
4.	Registration number	1115208		
5.	Registered office	Room 904, 9/F, Join-in Hang Sing Centre, 2-16 Kwai Fung Crescent, 71-75 Container Port Road, Kwai Chung, New Territories		
6.	Authorised share capital	HK$10,000 divided into 10,000 shares of HK$1.00 each		
7.	Issued share capital	HK$10,000 divided into 100 shares of HK$1.00 each		
8.	Shareholder(s)	*No. and class of shares*	*Registered holder*	*Beneficial owner*
		10,000 Ordinary shares	Prosperity One	The Company
9.	Directors	Mr. Wong Ms. Wong		
10.	Secretary	Mr. Wong		
11.	Auditors	PricewaterhouseCoopers		

12.	Accounting reference date	31 March 2017
13.	Principal activity	Restaurants operations in Hong Kong

XIII.

1.	Company Name	Printech Limited		
2.	Date of incorporation	24 January 2008		
3.	Place of incorporation	Hong Kong		
4.	Registration number	1206981		
5.	Registered office	Room 904, 9/F, Join-in Hang Sing Centre, 2-16 Kwai Fung Crescent, 71-75 Container Port Road, Kwai Chung, New Territories		
6.	Authorised share capital	HK$10,000 divided into 10,000 shares of HK$1.00 each		
7.	Issued share capital	HK$10,000 divided into 100 shares of HK$1.00 each		
8.	Shareholder(s)	*No. and class of shares*	*Registered holder*	*Beneficial owner*
		10,000 Ordinary shares	Prosperity One	The Company
9.	Directors	Mr. Wong Ms. Wong		
10.	Secretary	Mr. Wong		
11.	Auditors	PricewaterhouseCoopers		
12.	Accounting reference date	31 March 2017		
13.	Principal activity	Restaurants operations in Hong Kong		

XIV.

1.	Company Name	Tri-Pros Limited		
2.	Date of incorporation	24 February 2009		
3.	Place of incorporation	Hong Kong		
4.	Registration number	1308877		
5.	Registered office	Room 904, 9/F, Join-in Hang Sing Centre, 2-16 Kwai Fung Crescent, 71-75 Container Port Road, Kwai Chung, New Territories		
6.	Authorised share capital	HK$10,000 divided into 10,000 shares of HK$1.00 each		
7.	Issued share capital	HK$300,000 divided into 300,000 shares of HK$1.00 each		
8.	Shareholder(s)	*No. and class of shares*	*Registered holder*	*Beneficial owner*
		300,000 Ordinary shares	Prosperity One	The Company
9.	Directors	Mr. Wong Ms. Wong		
10.	Secretary	Mr. Wong		
11.	Auditors	PricewaterhouseCoopers		
12.	Accounting reference date	31 March 2017		
13.	Principal activity	Restaurants operations in Hong Kong		

SCHEDULE 2D

Particulars of the Associated Company

I.

1.	Company Name	Kinetic Warehouse (HK) Limited		
2.	Date of incorporation	28 June 2012		
3.	Place of incorporation	Hong Kong		
4.	Registration number	1766928		
5.	Registered office	The remaining portion of Lot No. 1983 in D.D. 129, Yuen Long, New Territories, Hong Kong		
6.	Authorised share capital	HK$10,000 divided into 10,000 shares of HK$1.00 each		
7.	Issued share capital	HK$10,000 divided into 100 shares of HK$1.00 each		
8.	Shareholder(s)	*No. and class of shares*	*Registered holder*	*Beneficial owner*
		5,000 Ordinary shares	Wong Yin Yu	Wong Yin Yu
		2,500 Ordinary shares	Richfield Development Limited	The Company
		2,500 Ordinary shares	Mok Chi Hang	Mok Chi Hang
9.	Directors	Wong Yin Yu		
10.	Secretary	Info Pacific Consultants Limited		
13.	Principal activity	Logistics business		

SCHEDULE 3

Letter of Resignation under Seal

To: The Board of Directors of [*] (the "**Company**")

Dear Sirs,

I hereby resign as [a director] [the company secretary] of the Company [with effect from the earliest time permitted under (or pursuant to any dispensation from) the Hong Kong Code on Takeovers and Merger or by the Securities and Futures Commission] / **[*NB: In the case of a director only*]** [with immediate effect] and hereby confirm that I have no claim outstanding against the Company for compensation for loss of office or otherwise. [I hereby agree with the Company that the notice period required in relation to my resignation provided in my employment contract with the Company shall not apply.]

Dated this day of 201[*].

SIGNED SEALED and DELIVERED)
as a Deed by [*])
in the presence of:)

[The original of this letter of resignation has been posted to [or left] at the registered office of [*] on [*].]

SCHEDULE 4

The Warranties

1. The Sale Shares and Capacity of each of the Vendors

(A) Each of the Vendors is the sole beneficial owner of the respective Sale Shares as referred to in ***Schedule 1***. The Sale Shares are free and clear of any Encumbrance whatsoever and the same are fully transferable by each of the Vendors (as the case may be) without the consent or approval of any third party and the Company has not exercised any lien over any of the Sale Shares and there is no outstanding call or other form of security on, over or affecting any of the Sale Shares and there is no agreement or commitment to give or create any of the foregoing and no claim has been made by any person to be entitled to any of the foregoing which has not been waived in its entirety or satisfied in full.

(B) The Sale Shares represent approximately 75% of all of the issued ordinary shares in the capital of the Company. All of the Sale Shares are fully paid and rank pari passu with other existing Shares in all respects.

(C) There is no agreement or commitment outstanding which calls for the allotment or issue of or accords to any person the right to call for the allotment or issue of any shares or debentures in each Group Company.

(D) Each of Pioneer Vantage and Blaze Forum is a company duly incorporated, validly existing and in good standing under the Laws of the jurisdiction of its incorporation with full power and authority to own its assets and to carry on its business as it is now being conducted.

(E) Each of the Vendors and the Guarantors has all necessary authority, right and power, and has taken all action necessary, to enter into and perform this Agreement and to carry out its obligations pursuant to this Agreement.

(F) The execution of this Agreement and all other ancillary documents on behalf of each of the Vendors has been validly authorised and the obligations expressed as being assumed by it under each such agreement constitutes its valid, legal and binding obligations enforceable against it in accordance with their terms.

(G) Neither the execution nor delivery by the Vendors or the Guarantors of this Agreement or any ancillary document nor the performance or observance of any of its/his/her obligations thereunder, does or shall conflict with, or result in any breach or violation of, any judgment, order or decree, trust deed, mortgage, agreement or other instrument or arrangement or Law by which the Vendors or the Guarantors are bound or which would have a material adverse effect on each Group Company.

(H) No third-party consent or approval is required for the Vendors or the Guarantors to enter into and perform its obligations under this Agreement.

(I) None of the Vendors nor the Guarantors is bankrupt, in receivership, liquidation or analogous process, has taken steps to enter into liquidation and no petition has been presented for its winding-up and there are no grounds on which a petition or application could be based for its winding up or appointment of a receiver of its assets.

(J) None of the Vendors nor the Guarantors is in violation of any Laws which may affect its/his/her authority, right or power to execute, deliver and to exercise his/her/its rights and perform his/her/ its obligations under this Agreement and its ancillary documents to which it is a party.

2. General Information of each Group Company

(A) The information set out in ***Schedule 1*** and ***Schedule 2*** are true, complete, accurate and not misleading

(B) The information set out in the Recitals to this Agreement is accurate in all material respects as at the date of this Agreement and as at Completion.

(C) The Associated Company is a dormant company.

3. Share Capital

(A) All the issued shares of each Group Company were allotted and issued fully paid in accordance with the relevant constitutional documents of each Group Company and in compliance with all relevant Laws and rank pari passu in all respects inter se.

(B) All the issued shares of each Group Company are free from any Encumbrances of whatsoever nature and together with all rights and entitlements attaching thereto.

4. Compliance with Legal Requirements

(A) Each Group Company has duly and properly complied with all filing and registration requirements in all material respects and all relevant Laws, regulations and its respective constitutional documents in respect of the due and proper establishment, existence and operation, changes in shareholding, contribution and payment of its registered capital, and other documents imposed under the relevant Laws of the jurisdiction in which it was incorporated in all material respects.

(B) The register of members/shareholders, register of directors and register of secretaries of each Group Company is correct in all material respects and each Group Company has not received any application or request for rectification of such registers which remains outstanding and there are no circumstances which might lead to any such application or request for rectification of such register to be made have arisen or occurred.

(C) Each Group Company and its directors (in their capacity as such) has complied with all relevant legislations including the Listing Rules, regulations and its constitutional documents in relation to the business carried on by each Group Company in all material respects and obtained and complied with all necessary consents and permits to carry on business whether in the country, territory or state in which it is incorporated or elsewhere, including (but without limitation) legislation relating to companies and securities, real property, Taxation and prevention of corruption and have complied with all legal requirements in all material respects in relation to any transactions to which it is or has been a party prior to Completion.

(D) Each of the Group Company is a company duly incorporated, validly existing and in good standing under the Laws of the jurisdiction of its incorporation with full power and authority to own its assets and to carry on its business as it is now being conducted.

(E) The constitutional documents and certificates of each Group Company are valid, in compliance with relevant Laws and have been duly approved or issued (as applicable) by the competent Governmental Authorities.

(F) All licences, consents, authorisations, orders, warrants, confirmations, permissions, certificates, approvals and authorities (the "**Licences**") reasonably necessary for the carrying on of the ordinary course of business and operations of each of the Group Companies as now carried on have been obtained, are in full force and effect and have been and are being complied with in all material respects and are not subject to

conditions that are onerous in the context of the Group Companies as a whole given the nature of the operations of the Group Companies.

(G) No investigation, enquiry or proceeding outstanding or anticipated which is likely to result in the suspension, cancellation, modification or revocation of any of such Licences.

(H) None of such Licences will be suspended, cancelled, refused, modified or revoked as a result of the entry into or completion of this Agreement.

(I) Each of the Group Companies has carried on and is carrying on its business and operations so that there have been no breaches of applicable laws, regulations and constitutional documents in each country in which they are carried on in all material respects.

(J) There have not been and are not any breaches by any Group Company of its constitutional documents in any material respects.

(K) There has not been any investigation or enquiry by, or order, decree, decision or judgment of, any court, tribunal, arbitrator, governmental agency or regulatory body outstanding or anticipated against any Group Company or any person for whose acts or defaults they may be vicariously liable, nor is there any notice or other communication (official or otherwise) from any court, tribunal, arbitrator, governmental agency or regulatory body with respect to an alleged actual or potential violation and/or failure to comply with any such applicable law, regulation, bye-law or constitutional document, or requiring it/them to take or omit any action in any material respects.

(L) The Company and the other members of the Group and their respective assets and operations are in compliance with, and the Company and each of the other members of the Group have obtained or made and hold and are in compliance with all approvals and filings required under any and all applicable Food, Health and Safety Laws (as defined below) in all material respects; there are no past, present or after due and careful inquiry, reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could reasonably be expected to give rise to any material costs or liabilities to any member of the Group under, or to interfere with or prevent compliance by any member of the Group with, Food, Health and Safety Laws in any material respects; no member of the Group is the subject of any investigation, or has received any notice or claim, or is a party to or affected by any pending or, threatened action, suit, proceeding or claim, or is bound by any judgment, decree or order, or has entered into any agreement, in each case relating to any alleged violation of any Food, Health and Safety Laws or any actual or alleged food contamination, licensing or fire safety non-compliance or issues (as used herein, "**Food, Health and Safety Laws**" means Laws relating to food, safety, health and licensing for the operation the Group's operations)(including, without limitation, the Food Business Regulations (Chapter 132X of the Laws of Hong Kong), the Fire Services (Fire Hazard Abatement) Regulations (Chapter 95F of the Laws of Hong Kong), Public Places Hygiene Management Regulations of the PRC, and the PRC Fire Prevention Law), that is regulated by or may give rise to liability under any Food, Health and Safety Laws).

(M) The Company and the other members of the Group and their respective assets and operations are in compliance with, and the Company and each of the other members of the Group have obtained or made and hold and are in compliance with all approvals and filings required under, any and all applicable Environmental Laws (as defined below) in all material respects; there are no past, present or after due and careful inquiry, reasonably anticipated future events, conditions, circumstances, activities, practices, actions, omissions or plans that could reasonably be expected to give rise to any material costs or liabilities to any member of the Group under, or to interfere with or prevent compliance by any member of the Group with, Environmental Laws in any material respects; no member of the Group is the subject of any investigation, or has received any notice or claim, or is a party to or affected by any pending or after due and

careful inquiry, threatened action, suit, proceeding or claim, or is bound by any judgment, decree or order, or has entered into any agreement, in each case relating to any alleged violation of any Environmental Law or any actual or alleged release or threatened release or clean-up at any location of any Hazardous Materials (as defined below) (as used herein, "**Environmental Laws**" means Laws relating to health, safety, the environment (including, without limitation, the protection, clean up or restoration thereof), natural resources or Hazardous Materials (including, without limitation, the distribution, processing, generation, treatment, storage, disposal, transportation, other handling or release or threatened release of Hazardous Materials), and "**Hazardous Materials**" means any material (including, without limitation, pollutants, contaminants, hazardous or toxic substances or wastes) that is regulated by or may give rise to liability under any Environmental Law (including, without limitation, the Water Pollution Control Ordinance (Chapter 358 of the Laws of Hong Kong) (the "**Water Pollution Control Ordinance**")).

5. Shares

(A) Save for the Subsidiaries and the Associated Company, the Company has no subsidiaries or investment (in whatsoever form) in other companies.

(B) There is no Encumbrance on, over or affecting any part of the unissued share capital or loan capital of each Group Company and there is no agreement or commitment to give or create any of the foregoing and no claim has been made by any person to be entitled to any of the foregoing which has not been waived in its entirety or satisfied in full.

(C) There is no agreement or commitment outstanding which calls for the allotment of or issue or accords to any person the right to call for the allotment or issue of any shares in or securities or debentures of each Group Company.

6. Corporate Matters

(A) The minute books of directors' meetings and of shareholders' meetings respectively contain up-to-date, full and accurate records of all resolutions passed by the directors and the shareholders respectively of each Group Company, are maintained in accordance with all applicable legal and constitutional requirements on a proper and consistent basis in all material respects, and no resolutions have been passed by either the directors or the shareholders of each Group Company which are not recorded in the relevant minute books.

(B) All such statutory books and records and all other documents (including documents of title and copies of all subsisting agreements to which any Group Company is a party) which are the property of each Group Company or ought to be in its possession are in its possession (or under its control) and no notice or allegation that any is incorrect or should be rectified has been received.

(C) All accounts, documents and returns required by law to be delivered or made to the Registrar of Companies or Companies Registry of Hong Kong or analogous authority in each relevant jurisdiction have been duly delivered or made, except where such failure can be cured without penalty.

(D) All charges in favour of each Group Company have (if appropriate) been registered in accordance with the provisions of the applicable legislation and regulations and at the relevant registries or authorities.

(E) All documents necessary to prove the titles of each Group Company to its current material assets of each Group Company, and an executed copy of all agreements to which each Group Company is a party and under which any obligation remains outstanding is in the possession, custody or control of such Group Company.

(F) The constitutional documents contain full details of the rights and restrictions attached to the share capital of the relevant Group Company and have attached to them copies of all such resolutions and agreements in all material respects as are required by law to be delivered to the Registrar of Companies or analogous authority in each relevant jurisdiction for registration and all other resolutions passed by the relevant Group Company or any class of members or shareholders or partners, other than resolutions relating to ordinary business at any annual general meeting or the equivalent thereof.

7. Accounts

(A) The Audited Accounts:

(i) were prepared in accordance with applicable Laws (including the disclosure requirements under the Companies Ordinance) and with the Hong Kong Financial Reporting Standards issued by the Hong Kong Institute of Certified Public Accountants for the time being applicable at the time they were prepared and on a consistent basis with the audited financial statements of the Group for each of the three financial years ended on the Accounts Date; and

(ii) give a true and fair view of the state of affairs and financial and trading positions of the Group at the Accounts Date and of the Group's results for the financial period ended on that date in all material respects and no event has occurred that has resulted in the results of the Group in respect of the period covered by the Audited Accounts being abnormally high or low.

(B) The Management Accounts:

(i) were prepared on the same bases and principles as the Audited Accounts; and

(ii) fairly reflect the state of affairs and financial and trading positions of the Group as at the Management Accounts Date and the Group's results for the period ended on that date in all material respects.

(C) The accounting and other books and records of each Group Company entered into by such Group Company are in its possession.

(D) Since the Accounts Date, no loans or loan capital have been repaid by each Group Company in whole or in part.

(E) There has been no material and adverse change in the business, operations, prospects or financial condition of the Group as a whole since the Accounts Date in all material respects.

8. Financial Matters

(A) Each Group Company does not have any material capital commitment or is engaged in any scheme or project requiring the expenditure of capital of an amount exceeding HK$300,000 in aggregate and the Group does not have any material capital commitment or is engaged in any scheme or project requiring the expenditure of capital of an amount exceeding HK$1,000,000 in aggregate.

(B) All dividends or distributions declared, made or paid by each Group Company have been declared, made or paid in accordance with its constitutional documents and the applicable statutory provisions.

(C) There are no circumstances whereby the continuation of overdrafts, loans or other

financial facilities outstanding or available to the Group Companies might be prejudiced or affected.

(D) The amounts borrowed by each of the Group Companies does not exceed any limitation on its borrowings contained in its constitutional documents or in any debenture or other deed or document binding upon it.

(E) There are no loans made by or outstanding from any Group Company to any of the Vendors or any director or officer of any Group Company or any person connected with any of the Vendors or their respective directors or officers.

(F) There is no outstanding guarantee, indemnity, suretyship or comfort given by or for the benefit of any Group Company.

(G) No Group Company has factored any of its debts, nor engaged in any financing of a type which would not be required to be shown or reflected in the Accounts. No Group Company has borrowed any money which it has not be repaid.

(H) There are no liabilities, whether actual or contingent, of the Group Companies other than (i) liabilities disclosed or provided for in the Accounts; (ii) liabilities incurred in the ordinary course of business since the Accounts Date, none of which results in a material adverse change; or (iii) liabilities elsewhere disclosed in this Agreement.

(I) As at the date of this Agreement and as at Completion, the Group shall have not less than HK$85,000,000 cash and the Company shall not have any outstanding banking facilities, bank overdraft or bank loan.

9. <u>Equipment, Assets and Properties</u>

(A) The assets included in the Management Accounts and/or the Audited Accounts or acquired since the Accounts Date and all material assets used or owned by or in the possession of each Group Company are legally and beneficially owned by each Group Company free from any Encumbrance, any hire-purchase agreement or agreement for payment on deferred terms or bills of sale or Encumbrance.

(B) All assets of each of the Group Companies which are reasonably necessary for the operations of the Group Companies as carried on at the Accounts Date were at the Accounts Date the absolute property of such Group Company (save for those subsequently disposed of or realised in the ordinary course of trading) all such assets and all assets and debts which have subsequently been acquired or arisen are the absolute property of such Group Company and none is the subject of any assignment or Encumbrance or the subject of any factoring arrangement, hire purchase, conditional sale or credit sale agreement, all except as disclosed in the Accounts.

(C) The property, rights and assets owned, leased by or licensed to each Group Company comprise all the property, rights and assets necessary for the carrying on of the ordinary course of business of each Group Company in and to the extent to which it is presently conducted. No such property, right, lease or licence will be adversely affected by the transaction contemplated by this Agreement in all material respects.

(D) Save for the Subsidiaries and the Associated Company, the Company does not own and/or has not agreed to acquire any shares or debentures in any other undertaking or any other securities.

(E) ***Schedule 6*** sets out true, complete, accurate and not misleading information of all Leased Property in all material respects.

(F) In respect of each Leased Property:

(a) the lease under which a Group Company occupies that Leased Property is legal, valid and subsisting;

(b) there is no fact or circumstance which:

(i) could entitle or require a person (including without limitation, the landlord) to take possession of, or occupy, the Leased Property; or

(ii) could restrict or terminate the relevant Group Company's continued and uninterrupted possession or occupation of the Leased Property,

before the expiry of the lease;

(c) the rent payable in respect of the Leased Property is not at the date of this Agreement being reviewed;

(d) all rent and other charges or payments payable under the applicable lease under which a Group Company occupies that Leased Property have been promptly paid as and when due;

(e) the relevant Group Company has duly and promptly observed and performed all covenants, obligations, conditions and restrictions imposed upon it under the applicable lease under which it occupies the Leased Property in all material respects;

(f) no Group Company has sub-leased to a third party or otherwise allowed a third party to use the Leased Property or any part thereof and a Group Company is in actual occupation of the Leased Property on an exclusive basis;

(g) each lease in respect of the Leased Property which is capable of registration:

(i) has been properly registered in the name of the relevant Group Company at the relevant Governmental Authority under Applicable Law; or

(ii) in respect of the lease of the Leased Property which has not been properly registered in the name of the relevant Group Company at the relevant Governmental Authority under the relevant Laws, such non-registration would not render such lease to become unenforceable, ineffective or invalid, or result in the relevant Group Company not being able to fully exercise its right under such lease in any material respects; and

(h) no Group Company has mortgaged, charged or otherwise created any Encumbrance over its interests under the applicable lease, tenancy or licence nor has it agreed to do so.

(G) None of the Group Company has occupied, used or is in possession of any properties which are not Leased Properties.

10. <u>Taxation</u>

(A) Each Group Company has complied with all relevant legal requirements relating to registration or notification for Taxation purposes in all material respects.

(B) Each Group Company has:

(a) paid all Taxation (if any) due to be paid before the date of this Agreement and has made all deductions or withholding in accordance with all applicable Laws; and

(b) taken all necessary steps to obtain any repayment of or relief from Taxation available to it.

(C) The returns for Taxation purposes which ought to have been made by or in respect of each Group Company in Hong Kong 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.

(D) Each Group Company is not in dispute with any Taxation or revenue authority and no such dispute is pending or threatened.

(E) There is no cause for any Taxation or revenue authority to raise additional assessments or impose penalties on the past tax returns of each Group Company.

11. <u>Material Transactions</u>

(A) Since the Accounts Date, each Group Company has not:

(a) created any mortgage or charge or debenture (whether secured or unsecured) on the whole or any part of its assets;

(b) borrowed or lent any money which has not been repaid or increased any liability (whether or not secured) or incurred or entered into any other liability, transaction or contract;

(c) issued or repaid or agreed to issue or repay any share or loan capital;

(d) declared, made or paid any dividends or made any other distribution out of profits, reserves or capital and no loans or capital has been repaid in whole or in part;

(e) been engaged in any business activities outside its ordinary courses of business or the relevant part of its business;

(f) issued any guarantee or indemnity or granted any security on behalf of any person or company; or

(g) carried on any activity which is not in the ordinary and usual course of business on normal commercial terms;

(h) occurred any material adverse change in its financial or trading position or prospects and no event, fact or matter has occurred or, is likely to occur which will or is likely to give rise to any such change;

(i) entered into any transaction or assumed or incurred any liabilities (including contingent liabilities) or made any payment not provided for in the Accounts otherwise than in the ordinary course of carrying on its business;

(j) had any material increase or decrease in the level of its stock-in-trade and work-in-progress;

(k) entered into or proposed to be entered into any material capital commitments

involving capital expenditure of over HK$1,000,000 in aggregate; and

(l) had any decision to modify the financial structure or the borrowing capacity of any Group Company.

12. Employment Arrangements

(A) Each Group Company does not have any contract, arrangement or understanding with present or former Group employees, directors or any related persons of the aforementioned persons or any person entitled to any benefits under any arrangement (directly or indirectly), save for any contract, arrangement or understanding entered into in the ordinary and usual course of business on normal commercial terms.

(B) Each Group Company has complied with all relevant Laws including but not limited to the Mandatory Provident Fund Schemes Ordinance (Chapter 485 of the Laws of Hong Kong), the Occupational Retirement Schemes Ordinance (Chapter 426 of the Laws of Hong Kong) and their subsidiary legislations, on the part of the Group Company or such other issues of similar nature associated with the operation of the Group in relation to its employees, directors, managers and contractors in all material respects, including without limitation, applicable codes of conduct and practice and contracts to which it is a party and Laws pertaining to welfare funds, social benefits, medical benefits, insurance, retirement benefits, pensions and alike.

(C) There is not in existence nor is it proposed to introduce any share incentive, share option, profit sharing, bonus or other incentive arrangements for or affecting any employees or former employees.

(D) Except as disclosed in the Accounts:-

(a) no liability has been or may be incurred by any Group Company for breach of any contract of employment or consultancy with any employee or consultant in any material respects, including, without limitation, redundancy payments, protective awards, compensation for wrongful dismissal or unfair dismissal or for failure to comply with any order for the reinstatement or re-engagement of any employee; and

(b) no Group Company has made or agreed to make any payment or provided or agreed to provide any benefit to any employee or former employee of any Group Company or any dependent of any such employee or former employee in connection with the proposed termination or suspension of employment or variation of any contract of employment of any such employee or former employee.

(E) No Group Company is or has in the past 12 months been involved in, and there are no circumstances which are likely to give rise to, any industrial or trade dispute or any dispute or negotiation regarding a claim of material importance to the Group Companies with any trade union or other body (in the case of actual disputes, whether or not recognised by any of the Group Companies for collective bargaining or other negotiating purposes) representing any of the employees.

(F) None of the Group Companies' employee benefit arrangements will without the consent of the Purchaser be amended or discontinued prior to Completion nor without such consent will any plan or proposal or intention to amend, discontinue or exercise any discretion in relation to any of the Group Companies' employee benefit arrangements be communicated to any employee prior to Completion.

(G) All agreements, deeds, declarations, insurance contracts, employee booklets and announcements and other relevant documents creating, governing or otherwise relating

to the Group Companies' employee benefit arrangements are complete, accurate and up-to-date membership data in all material respects with respect to each scheme with all material particulars relevant to the interests of the members participants that are necessary to establish their entitlements to benefits.

(H) None of the Vendors nor any of the Group Companies is a party to any litigation relating to any of the Group Companies' employee benefit arrangements. There are no pending or threatened claims, investigations, audits, lawsuits or arbitrations against any of the schemes.

(I) The transactions contemplated by this Agreement will not trigger any termination or severance payment obligations to any employee on the part of any of the Group Companies.

(K) No Group Company is under any legal or moral liability or obligation, or a party to any ex-gratia arrangement or promise, to pay any retirement or death or disability benefit, pension, gratuity, annuity, superannuation allowance or the like, or life assurance, medical insurance or permanent health payments or the like (the aforesaid together, "**Benefit**"), to or for any of its past or present officers, employees or their dependant or other person; and there are no schemes, plans arrangements or proposals in relation to Benefits or similar schemes or arrangements in relation to, or binding on, any Group Company (or their present or former employees) or to which any Group Company contributes or has contributed or proposes to contribute.

13. <u>Loans</u>

(A) There are no loans made to each Group Company (other than the inter-Group loan) which are outstanding.

(B) Each Group Company has not factored any of its debts or engaged in any financing of a type which would not require to be shown or reflected in its accounts.

(C) Each Group Company has no outstanding mortgages, charges, debentures or other loan capital or bank overdrafts, loans or other similar indebtedness, financial facilities, finance leases or hire purchase commitments or any guarantees or other contingent liabilities.

(D) The total amount borrowed by each Group Company (as determined in accordance with the provisions of the relevant instrument or document) does not exceed any limitation on its borrowing powers contained in its articles of association or equivalent constitutional document, or in any debenture or other deed or document binding upon it.

14. <u>Litigation</u>

(A) Each Group Company is not a party to any litigation, arbitration or prosecution or to any other legal or contractual proceeding or hearing before any statutory, regulatory or governmental body, department, board or agency or to any dispute or to or the subject of any investigation by any authority in the place where the business of each Group Company is conducted and no litigation, arbitration, prosecution or other legal or contractual proceedings or investigations are threatened or pending either by or, against, each Group Company and, so far as the Vendors are aware, there are no facts or circumstances, subsisting which would give rise to any such proceeding, investigation, hearing or to any dispute or to any payment.

(B) There are no unfulfilled or unsatisfied judgment or court orders against each Group Company.

(C) In relation to any outstanding indebtedness, no event of default has occurred or is pending which with the lapse of time or the fulfillment of any condition or the giving of

notice may result in any such indebtedness becoming so payable prior to maturity.

(D) There are no investigations, disciplinary proceedings or similar circumstances likely to lead to any such claim or legal action, proceeding, suit, litigation, prosecution, investigation, enquiry or arbitration.

(E) No order has been made, petition presented, resolution passed or meeting convened for the winding up (or other process whereby the business is terminated and the assets of the company concerned are distributed amongst the creditors and/or shareholders or other contributories) of any Group Company and, there are no cases or proceedings under any applicable insolvency, reorganisation, or similar laws in any jurisdiction concerning any Group Company and no events have occurred which, under applicable laws, would justify any such cases or proceedings.

(F) No petition has been presented or other proceedings have been commenced for an administration order to be made (or any other order to be made by which during the period it is in force, the affairs, business and assets of the company concerned are managed by a person appointed for the purpose by a court, governmental agency or similar body) in relation to any Group Company, nor has any such order made.

(G) No receiver (including an administrative receiver), liquidator, trustee, administrator, custodian or similar official has been appointed in any jurisdiction in respect of the whole or any part of the business or assets of any Group Company and no step has been taken for or with a view to the appointment of such a person.

(H) No Group Company is insolvent or is unable to pay its debts as they fall due.

15. <u>Contracts and Commitments</u>

(A) There has not been any breach or circumstance which may give rise to a breach by each Group Company of any contract or arrangement or commitment in any material respects.

(B) Save as Disclosed, each Group Company is not in default under any agreement or obligation in any material respects to which it is a party or in respect of any other obligations or restrictions binding upon it or in respect of which it is liable nor are there any contractual arrangements between any Group Company and any other party which will or may be legally terminated as a result of the execution of this Agreement or completion of the transactions contemplated thereby.

(B) So far as the Vendors are aware, no party to any agreement or arrangement with or under an obligation to any Group Company is in default under it in any material respects and there are no circumstances likely to give rise to such a default.

(C) In respect of each Group Company, there are no outstanding liabilities, whether quantified or disputed or contingent, save for (i) those shown in the Management Accounts and/or the Audited Accounts or (ii) those entered into in the ordinary course of each Group Company's day to day business operations.

(D) Since the Accounts Date, no alteration has been made to the Memorandum and Articles of Association of each Group Company.

(E) All contracts to which each Group Company is a party (including, but not limited to the deeds and agreements entered into pursuant thereto) and which remain outstanding are legal, valid and binding obligations of each party to such contract.

(F) None of the Group Companies is, or has agreed to become, a member of any joint venture, consortium, partnership or other unincorporated association.

(G) None of the Group Companies is or has been party to any agreement or arrangement which restricts its freedom to carry on its business in any part of the world in such manner as it thinks fit.

(H) No Group Company is a party or subject to any contract, transaction, arrangement, understanding or obligation which:

(a) is not in the ordinary and usual course of business;

(b) is not wholly on an arm's length basis;

(c) is of a loss-making nature (that is, known to be likely to result in material loss on completion or performance);

(d) cannot readily be fulfilled or performed without undue or unusual expenditure of money or effort; and

(e) restricts its freedom to carry on its business in any part of the world in such manner as it thinks fit so as to have a material adverse effect on the Group Companies concerned.

(I) Save as Disclosed, all the material contracts and all leases, tenancies, licences, concessions and agreements of a material nature to which any of the Group Companies is a party are valid, binding and enforceable obligations of the parties thererto in all material respects and the terms thereof have been complied with by the relevant Group Companies in all material respects, and there are no grounds for rescission, avoidance or repudiation of any of the contracts or such leases, tenancies, licences, concessions or agreements and that there are no notices of termination or of intention to terminate has been received in respect of any thereof.

16. <u>Intellectual Property Rights</u>

(A) ***Schedule 7*** sets out true, complete, accurate and not misleading information of all Intellectual Property Rights of the Group in all material respects.

(B) Each of the Intellectual Property Rights sets out in ***Schedule 7*** is legally and beneficially owned by a Group Company, free from any licence, Encumbrance or restriction on use, or otherwise granted to a Group Company pursuant to a valid licence which is not terminable as a result of the transactions contemplated by this Agreement; and valid and enforceable and nothing has been done or omitted to be done by which it may cease to be valid or enforceable.

(C) There has not been any infringement, misappropriation, misuse, violation or other unauthorised use by third parties of any of the Intellectual Property Rights sets out in ***Schedule 7***.

(D) The activities of each Group Company have not infringed, misappropriated, misused, violated or otherwise made use of without authorisation the Intellectual Property Rights of a third party in any material respects.

(E) Each Group Company does not use or operate its business under a name other than its own corporate name.

(F) The Intellectual Property Rights comprise the intellectual property necessary for the Group to operate its business as it has been operated in the 12 months prior to the date on which this warranty is given or repeated.

17. Insolvency

(A) No order has been made or resolution passed for the winding up of each Group Company and the following are not outstanding:

(a) petition or order or resolution for the winding up of each Group Company;

(b) receivership of the whole or any part of the undertaking or assets of each Group Company;

(c) petition or order for the administration of each Group Company; and/or

(d) voluntary arrangement between each Group Company and any of its creditors.

(B) There are no circumstances which would entitle any person to present a petition for the winding up or administration of each Group Company or to appoint a receiver of the whole or any part of its undertaking or assets.

(C) No distress, execution or other process has been levied against each Group Company or action taken to repossess goods in the possession of the Company.

(D) No floating charge has been created over the assets of each Group Company.

18. Trading

Since the Accounts Date:

(a) the business of each Group Company has been continued in the ordinary and normal course; and

(b) no part of the business of each Group Company has been affected by any abnormal factor.

19. Arrangements with connected persons etc.

Save as Disclosed, the Company is not a party to, nor have its profits or financial position at any time been adversely affected by, any contract or arrangement which is not of an entirely arm's length nature, and there is not outstanding any connected transaction (as such term is defined in Chapter 14A of the Listing Rules) relating to the Group.

20. Accuracy of Information Provided

All information given to the Purchaser and its professional advisers by the Vendors and their respective officers and employees, the officers and employees of each Group Company, the advisers of the Vendors and the Company's advisers prior to the date of this Agreement was when given and is at the date hereof true, complete, accurate and not misleading in all material respects and there is no fact or matter which has not been disclosed in writing which renders any such information untrue or misleading. No information has been withheld from the Purchaser which is materially adverse to the Group.

21. Listing Rules, Listing Agreement and Related Matters

(A) The Company has at all times complied with its obligations under the Listing Rules and

its listing agreement with the Stock Exchange (the "**Listing Agreement**") in all material respects.

(B) The Company has not received any notice or other intimation from the SFC or the Stock Exchange alleging any breach or failure to comply, by it or any member of the Group, with any aspect of the Listing Rules and which remains unsettled or unresolved and to the knowledge of the Vendor, there is no reason why any such notice might be received or be imminent in respect of any matter.

22. <u>Related party matters</u>

(A) Save for the lease agreements referred to in items 27 to 39 in *Schedule 6*, there is not now outstanding, and there has not at any time during the three years prior to the date of this Agreement been outstanding, any contract or arrangement to which any Group Company is a party and in which:

(a) any of the Vendors or the Guarantors; or

(b) any director or employee of the Vendors or any Group Company;

(c) any other connected persons;

is or has been interested, whether directly or indirectly.

(B) None of the Vendors or the Guarantors have any rights or interests, directly or indirectly, in any businesses other than those now carried on by any Group Company which are competitive with the businesses of the Group save as registered holder or beneficial owner of any class of securities of any company which is listed on the Stock Exchange and in respect of which any of the Vendors or the Guarantors and is/are beneficially interested in, less than 5 % of any single class of the securities in that company.

(C) There is no outstanding loan or indebtedness of any nature owed by any Group Company to any of the Vendors or the Guarantors.

(D) No part of the loan capital, borrowing or indebtedness in the nature of borrowing of a Group Company is dependent on the guarantee of, or security provided by, another person other than a Group Company.

SCHEDULE 5

Deed of Indemnity

THIS DEED OF INDEMNITY is made on the day of 2018

BETWEEN:

(1) **Pioneer Vantage Global Limited**, a company incorporated under the laws of British Virgin Islands, the registered office of which is at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands ("**Pioneer Vantage**");

(2) **Blaze Forum Limited**, a company incorporated under the laws of British Virgin Islands, the registered office of which is at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands ("**Blaze Forum**", together with Pioneer Vantage, the "**Vendor(s)**");

(3) **Mr. Wong Che Kin** (ID No.: G284899(5)), of Room 702, Block E, Telford Garden, Kowloon Bay, Hong Kong ("**Mr. Wong**");

(4) **Ms. Wong Chui Ha, Iris** (ID No.: G288183(6)), of Room 702, Block E, Telford Garden, Kowloon Bay, Hong Kong ("**Ms. Wong**"); and

(The Vendors, Mr. Wong and Ms. Wong collectively, the "**Indemnifiers**", and each, a "**Indemnifier**")

(5) **Food Wise Holdings Limited**, a company incorporated under the laws of the Cayman Islands, the registered office of which is at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands (the "**Company"**).

(each a "**Party**").

WITNESSES as follows:

1. In this Deed unless the context otherwise requires:

1.1. "**the Agreement**" means the share purchase agreement dated 25 April 2018 entered into between the Indemnifiers and the Purchaser for the sale and purchase of the Sale Shares (as defined in the Agreement) pursuant to which this Deed has been entered into;

1.2. "**event**" includes (without limitation) any omission, event, action or transaction whether or not the Company or any member of the Group is a party thereto, the death of any person, a change in the residence of any person for any Tax purpose, a failure to make sufficient dividend payments to avoid an apportionment or a deemed distribution of income and the entering into and completion of the Agreement and references to the result of events on or before the date hereof shall include the combined result of two or more events one or more of which shall have taken place before the date hereof;

1.3. "**relief**" includes (without limitation) any relief, allowance, credit, set off, deduction or exemption for any Tax purpose;

1.4. reference to income or profits or gains earned, accrued or received shall include income or profits or gains deemed to have been or treated as or regarded as earned, accrued or received for the purposes of any legislation;

1.5. reference to any Tax liability shall include not only any liability to make actual payments of or in respect of Tax but shall also include:

(a) the loss or reduction in the amount of, or the setting off against income, profits or gains, or against any Tax liability for which no provision has been made in preparing the Accounts of, any relief which would (were it not for the said loss, reduction or setting off) have been available to the Company or any member of the Group and which relief has been taken into account in computing (and so eliminating or reducing) any provision for deferred Tax not relating to the said transaction(s) or the subject asset giving rise to the Tax liability in question which appears (or which but for such relief would have appeared) in the audited accounts of the relevant member of the Group;

(b) the loss or reduction in the amount of, or the setting off against any Tax liability for which no provision has been made in preparing the Accounts of, a right to repayment of Tax which has been treated as an asset of the Company or any of member of the Group in preparing the audited accounts of the relevant member of the Group; and

(c) and in such a case the amount of Tax which could otherwise be saved or relieved by the relief so lost, reduced, or set off (calculated by reference to the rates of Tax in force at the date hereof) or the amount of repayment which would otherwise have been obtained shall be treated as the amount of a Tax liability which has arisen;

1.6. reference to a payment in respect of Tax includes (without limitation) a payment for the surrender of any relief, a repayment of any such payment and a payment for the same by way of reimbursement, recharge, indemnity or damages; and

1.7. words and expressions defined in the Agreement shall have the same meaning, and any provisions of the Agreement concerning matters of construction or interpretation shall apply, in this Deed unless the context otherwise requires.

2. Subject as hereinafter provided and to the extent that no provision for a Tax liability has been made in the Accounts or Management Accounts of the Group, the Indemnifiers hereby covenant with and undertake to indemnify the member of the Group and each of them and to keep them indemnified against:

2.1 any Tax liability of any member of the Group resulting from any income, profits or gains earned accrued or received on or before the Completion Date or any event on or before the Completion Date, including any connected transaction entered into by any of the Group Company, whether alone or in conjunction with other circumstances on or before the Completion Date and whether or not such Tax is chargeable against or attributable to any other person;

2.2 any Tax liability of any of member of the Group which is regarded as such pursuant to the provisions of Clause 1.5;

2.3 any Tax liability of any member of the Group that arises after Completion as a result of an act, omission or transaction, including any connected transactions entered into by any of the Group Company, by any member of the Group, the Directors and which liability to Tax falls upon the Company or the relevant member of the Group as a result of its having been in the same group for Tax purposes as that person at any time before Completion;

2.4 any Tax liability of the Company or any of member of the Group that would not have been payable had there been no breach of any tax warranties as set out in Schedule 4 of the Agreement and which is not the subject of the covenants in sub-Clauses 2.1, 2.2 and 2.3 above; and

2.5 all costs and expenses which are reasonably incurred by the Company or any member of the Group in connection with any of the matters referred to in this Clause 2 or in taking or defending any action under this Deed (including, without prejudice to the generality of the foregoing, all legal and other professional fees and disbursements).

3. The indemnities given by this Deed do not apply to any liability to the extent that provision or reserve in respect thereof has been made in the Accounts, Management Accounts or to the extent that payment or discharge of such liability has been taken into account therein.

4. If the Company shall become aware of any assessment, notice, demand or other document issued or action taken by or on behalf of any person, authority or body from which it appears that the Company or any of member of the Group has or may have a liability in respect of which a claim could be made under this Deed, it shall give written notice thereof to the Indemnifiers within 5 Business Days and shall (subject to the Indemnifiers indemnifying and securing the Company and any member of the Group as applicable to the Company's reasonable satisfaction against any liabilities, costs, damages or expenses which may be incurred thereby) take such action and procure that the relevant member of the Group shall take such action as the Indemnifiers may reasonably request to dispute, resist or compromise the liability.

5. The due date for the making of payments under this Deed shall be:

5.1 where the payment relates to a liability of the Company or any member of the Group to make an actual payment of or in respect of Tax, the date which is 7 days before the date on which such actual payment is due to be made to the relevant authority;

5.2 where the payment relates to a matter falling within Clause 1.5(a), the date falling 10 days after such Indemnifiers has been notified by the Company that the auditors for the time being of the Company or the any member of the Group (which shall be a reputable accounting firm as reasonably accepted by the Indemnifiers) have certified at the request of the Company or the Company or the relevant any member of the Group that such Indemnifiers has a liability for a determinable amount under Clause 2;

5.3 where the payment relates to a matter falling within Clause 1.5(b) the date on which the repayment of Tax would otherwise have been due to be made, provided that the Indemnifiers have been notified by the Company 7 days before the said due date for the repayment of Tax; and

5.4 in the case of other matters falling within Clause 2, the date which is 7 days after the Indemnifiers have been notified by the Company.

5.5 in the case of costs and expenses within Clause 2.5 the date on which such costs and expenses are reasonably incurred, provided that the Indemnifiers have been notified by the Company 7 days before such date.

6. If any payment due to be made by the Indemnifiers under this Deed is not made on the due date for payment thereof the same shall carry interest from such due date of payment until actual payment at the HSBC Hong Kong dollars prime lending rate.

7. If any sum payable by the Indemnifiers to the Company and/or any member of the Group under this Deed shall be subject to Tax (whether by way of deduction or withholding or direct assessment of the person entitled thereto), such payment shall be increased by such an amount as shall ensure that after deduction, withholding or payment of such Tax the recipient shall have received an amount equal to the payment otherwise required hereby to be made.

8. The Indemnifiers shall give all such reasonable assistance and provide such information as the Company shall reasonably request from time to time for the purpose of enabling the Company or any member of the Group to make returns and provide information as required to any Tax authority and to negotiate any liability to Tax.

9. No delay or forbearance on the part of any such person in exercising any right power or privilege under this Deed shall impair such right power or privilege or be construed as a waiver thereof and any single or partial exercise of any such right power or privilege shall not preclude the further exercise thereof. For the avoidance of doubt, the term of this Deed shall be seven years from the date hereof, and no claim may be brought against the Indemnifiers in respect of any Tax liability or any other related matters after expiry of seven years from the date hereof unless notice relating to Tax liability or any other related matters has been given.

10. Any notice, demand or other communication to be given by a Party to any other Party under this Deed shall be in accordance with this Clause 10:

10.1 Any notice, demand or other communication to be given by a Party to any other Party under this Deed shall be in writing, and shall be deemed duly served if:-

(a) delivered personally;

(b) sent by prepaid registered post; or

(c) sent by facsimile transmission,

to the address or facsimile number (as the case may be) of such other Party previously notified in writing to the Party serving the same (and, in the case of any subsequent change of the address or facsimile number, such notification shall be given in accordance with the provisions of this Deed and shall state in clear terms the intention to change the address or facsimile number, as the case may be).

10.2 A notice, demand or other communication shall be deemed served:-

(a) if delivered personally, at the time of delivery;

(b) if sent by post, at the expiration of two business days (for local addresses in Hong Kong) or five business days (for any other overseas address) after the envelope containing the same has been delivered into the custody of the postal authorities; and

(c) if sent by facsimile transmission, upon receipt by the Party giving the same of machine printed confirmation of such transmission.

10.3 In proving the service of any notice, demand or other communication, it shall be sufficient to prove that:-

(a) in the case of personal delivery, the same has been delivered or left at the address, or the postal box of such address, of the Party to be served on;

(b) in the case of a mail, the envelope containing the same has been properly addressed, delivered into the custody of the postal authorities and duly stamped; and

(c) in the case of a facsimile transmission, the same has been duly transmitted to the facsimile number of the Party to be served on.

10.4 For the purposes of this Clause 10, the initial address and facsimile number of each Party are:-

If to the Indemnifiers:-

Address: Room 904, 9/F, Join-in Hang Sing Centre, 2-16 Kwai Fung Crescent, 71-75 Container Port Road, Kwai Chung, New Territories, Hong Kong

Facsimile number: +852-2419 9407

For the attention of Wong Che Kin

If to the Company :-

Address: Room 904, 9/F, Join-in Hang Sing Centre, 2-16 Kwai Fung Crescent, 71-75 Container Port Road, Kwai Chung, New Territories, Hong Kong

Facsimile number: +852-2419 9407

For the attention of Wong Che Kin

11. If any provision or part of a provision of this Deed shall be, or be found by any authority or court of competent jurisdiction to be, invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions or parts of such provisions of this Deed, all of which shall remain in full force and effect.

12. This Deed shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the Hong Kong Courts for the purposes of enforcing any claim arising hereunder.

13. Each of Pioneer Vantage and Blaze Forum hereby irrevocably appoints Wong Che Kin of Room 904, 9/F, Join-in Hang Sing Centre, 2-16 Kwai Fung Crescent, 71-75 Container Port Road, Kwai Chung, New Territories, Hong Kong as its agent to receive and acknowledge on its behalf service of any writ, summons, order, judgment or other notice of legal process in Hong Kong. If for any reason the agent named above (or its successor) no longer serves as its agent for this purpose, Pioneer Vantage or Blaze Forum (as the case may be) shall promptly appoint a successor agent satisfactory to the Company, notify the Company thereof and deliver to the Company a copy of the new process agent's acceptance of appointment, provided that until the Company receives such notification, they shall be entitled to treat the agent named above (or its said successor) as the agent of Pioneer Vantage or Blaze Forum (as the case may be) for the purposes of this Clause 14. Each of Pioneer Vantage and Blaze Forum agrees that any such legal process shall be sufficiently served on it if delivered to such agent for service at its address for the time being in Hong Kong whether or not such agent gives notice thereof to Pioneer Vantage or Blaze Forum (as the case may be).

The Company hereby irrevocably appoints Wong Che Kin of Room 904, 9/F, Join-in Hang Sing Centre, 2-16 Kwai Fung Crescent, 71-75 Container Port Road, Kwai Chung,

New Territories, Hong Kong as its agent to receive and acknowledge on its behalf service of any writ, summons, order, judgment or other notice of legal process in Hong Kong. If for any reason the agent named above (or its successor) no longer serves as its agent for this purpose, the Company shall promptly appoint a successor agent satisfactory to the Indemnifiers, notify the Indemnifiers thereof and deliver to the Indemnifiers a copy of the new process agent's acceptance of appointment, provided that until the Indemnifiers receive such notification, they shall be entitled to treat the agent named above (or its said successor) as the agent of the Company for the purposes of this Clause 14. The Company agrees that any such legal process shall be sufficiently served on it if delivered to such agent for service at its address for the time being in Hong Kong whether or not such agent gives notice thereof to the Company.

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SCHEDULE 6

Leased Property

PROPERTIES LEASED FROM INDEPENDENT THIRD PARTIES

Restaurants

1. Shop 2, G/F, Site 2, Aberdeen Centre, Aberdeen, Southern, Hong Kong
2. Shops 2086-87 on Level Two of the Commercial Accommodation of Metro City Phase II erected on Tseung Kwan O, New Territories
3. Shop Units S33-34, Luk Yeung Galleria, Tsuen Wan, New Territories
4. Shop no. 439-441 on Level 4 of Tsuen Wan Plaza, Tsuen Wan, New Territories
5. Shop No. 114A on Level 1 of New Jade Shopping Arcade, Chai Wan, Hong Kong
6. Shop No. 1103, First Floor, Lok Fu Plaza, Wang Tau Hom, Kowloon
7. Shop No. 009A, Level 1, Uptown Plaza, 9 Nam Wan Road, Tai Po, New Territories
8. Shop Nos. 235-236 (Level 2), Plaza Hollywood, Diamond Hill, Kowloon
9. Shop Nos. 55-58, Ocean Walk, No. 168-236 Wu Chui Road, Tuen Mun, New Territories
10. Shop Nos. G74-G75, G82A, G/F, Fortune City One, Shatin, New Territories
11. Shop 5P320, Passenger Terminal 2, Hong Kong International Airport, No. 1 Sky Plaza Road, Lantau, Hong Kong
12. Shop C1 of the Portion B of Basement of Argyle Centre, Phase I, No. 688 Nathan Road, Kowloon
13. Shop Nos. G271-275, Ground Floor, Phase III, Amoy Plaza of Amoy Gardens, 77 Ngau Tau Kok Road, Kowloon
14. Shop 1 &2 on G/F of Fuk Tak Building, Nos. 234-242 Castle Peak Road, Nos. 1-5 Fung Nin Road, Yuen Long, New Territories
15. Shop A on G/F of the office building situate at 9 Po Lun Street, Lai Chi Kok, Kowloon
16. Shop No. 101C, Level 1, Tai Wo Plaza, Tai Wo Estate, No. 12 Tai Po Tai Wo Road, New Territories
17. Shop Nos. 3, 4 and 5, Level 1, South Wing, Trend Plaza, Tuen Mun, New Territories
18. The 2nd Floor of Grand Place, Nos. 558-560 Nathan Road, Kowloon, Hong Kong
19. Shops A, B and C with yards on Ground Floor, Scenic Horizon, No. 250 Shau Kei Wan Road, Hong Kong
20. Shop G10B on the Ground Floor, Site 2, Whampoa Garden, Hunghom, Kowloon, Hong Kong
21. Shop Nos. 3043-3044 on Level 3 of Sunshine City Plaza, No. 18 On Luk Street, Shatin, New Territories
22. Shops No. G501, G502 and G503, G/F, Square Mile, 11 Li Tak Street, Tai Kok Tsui, Kowloon, Hong Kong
23. Shop No. 115 of 1st Floor, CDW Building, 388 Castle Peak Road, Tsuen Wan, Hong Kong
24. Shop no. 410 on Level 4 of Tsuen Wan Plaza, Tsuen Wan, New Territories

Factory/Office/Warehouse

25. Unit 509, Golden Industrial Building, No. 16-26 Kwai Tak Street, New Territories
26. Unit 1319, Golden Industrial Building, No. 16-26 Kwai Tak Street, New Territories

PROPERTIES LEASED FROM RELATED PARTIES

Factory/Office/Warehouse

27. Unit 501, Golden Industrial Building, No. 16-26 Kwai Tak Street, New Territories
28. Unit 503, Golden Industrial Building, No. 16-26 Kwai Tak Street, New Territories
29. Unit 505, Golden Industrial Building, No. 16-26 Kwai Tak Street, New Territories
30. Unit 527, Golden Industrial Building, No. 16-26 Kwai Tak Street, New Territories
31. Unit 917, Golden Industrial Building, No. 16-26 Kwai Tak Street, New Territories
32. Unit 1309, Golden Industrial Building, No. 16-26 Kwai Tak Street, New Territories
33. Unit 1311, Golden Industrial Building, No. 16-26 Kwai Tak Street, New Territories
34. Unit 1312, Golden Industrial Building, No. 16-26 Kwai Tak Street, New Territories
35. Unit 1313, Golden Industrial Building, No. 16-26 Kwai Tak Street, New Territories
36. Unit 1314, Golden Industrial Building, No. 16-26 Kwai Tak Street, New Territories
37. Unit 1318, Golden Industrial Building, No. 16-26 Kwai Tak Street, New Territories
38. Unit 1320, Golden Industrial Building, No. 16-26 Kwai Tak Street, New Territories

39. Room 904, 9/F, Join-in Hang Sing Centre, 2-16 Kwai Fung Crescent, 71-75 Container Port Road, Kwai Chung, New Territories, Hong Kong

SCHEDULE 7

Intellectual Property Rights

Trademark Registration Number	Trademark	Registered Owner	Place of Registration	Class	Expiry Date
301383804	越棧 越式湯粉專門店 Viet's Choice	Goody Limited	Hong Kong	43	13 July 2019
301783620	菊花	Goody Limited	Hong Kong	43	7 December 2020
302017872	菊花	Goody Limited	Hong Kong	43	28 August 2021
302017881	越鄉 Home Viet 越式美食專門店	Goody Limited	Hong Kong	43	28 August 2021
302518029	越棧 viet's choice	Goody Limited	Hong Kong	43	5 February 2023
303718549	越悅 vc cafe'	Goody Limited	Hong Kong	43	17 March 2026
303765565	Food Wise	Goody Limited	Hong Kong	43	3 May 2026
303928014	Food Quarters	Goody Limited	Hong Kong	43	11 October 2026
303931597	BOYS GIRLS BAR & GRILL BOYSGIRLS BAR & GRILL	Goody Limited	Hong Kong	43	13 October 2026
303931641	5越 FIVE SPICE 5越 FIVE SPICE	Goody Limited	Hong Kong	43	13 October 2026
304292280	tascaLOP葡	Goody Limited	Hong Kong	43	2 October 2027
01540641	越棧 越式湯粉專門店 Viet's Choice	333 Limited	Taiwan	43	30 September 2022

01552370	越棧 越式湯粉專門店 Viet's Choice	333 Limited	Taiwan	43	30 November 2022

Domain Names

Domain Name	Registered Owner	Date of Registration	Expiry Date
www.5spice.hk	Hotex Limited	2 September 2016	2 September 2026
www.boysngirls.hk	Hotex Limited	2 September 2016	2 September 2026
www.foodquartershl.com	Hotex Limited	27 July 2016	27 July 2026
www.foodwisehl.com	Hotex Limited	8 April 2016	8 April 2026
www.tasca6.hk	Hotex Limited	14 July 2017	14 July 2022
www.vietschoice.com	Goody Limited	13 December 2012	10 May 2018

SCHEDULE 8

Senior Management Members

No	**shop**	**indate**	**ChiName**	**EngName**	**post**
1	OF1-Office	01/08/2003	黃翠霞	WONG CHUI HA IRIS	董事(office)
2	OF1-Office	01/01/2011	黃志堅	WONG CHE KIN	董事(office)
3	OF1-Office	13/10/2014	吳振源	GOH CHIN GUAN	DBD
4	OF1-Office	18/06/2015	戴國斌	TAI KWOK PAN	FM
5	OF1-Office	01/03/2010	黃雍君	WONG YUNG KWAN LISA	FB Ops Dir
6	OF1-Office	01/10/2013	黃衛民	WONG WAI MAN RAYMOND	Brand Mgr
7	F02 - 工場	01/11/2007	陳小云	CHAN SIU WAN	工場主管
8	workshop	01/09/2013	江美好	KONG MEI HO MAY	分區經理
9	workshop	01/10/2014	蕭柏年	SIU PAK NIN	分區經理
10	workshop	01/11/2014	張麗芬	CHEUNG LAI FUN	分區經理
11	workshop	01/06/2015	盧文吹	LO MAN CHUI	分區經理
12	workshop	24/08/2015	胡維玲	WU WAI LING	分區經理
13	workshop	01/08/2016	李傑華	LI KIT WAH	出品部主管

SCHEDULE 9

Disclosure Letter

Pioneer Vantage Global Limited / Blaze Forum Limited

Date: 25 April 2018

MSEC Holdings Limited
Attention: The Director

Dear Sirs,

Re: Disclosure Letter

We refer to the Share Purchase Agreement (the "**Agreement**") of even date entered into between Pioneer Vantage Global Limited and Blaze Forum Limited (together the "**Vendors**"), Mr. Wong Che Kin (the guarantor for Pioneer Vantage Global Limited), Ms. Wong Chu Ha Iris (the guarantor for Blaze Forum Limited) and MSEC Holdings Limited (the "**Purchaser**"), whereby the Vendors agreed to sell and the Purchaser agreed to purchase 149,998,000 shares, representing approximately 75% of the entire issued share capital of Food Wise Holdings Limited (the "**Company**").

This letter, its appendices, together with all documents annexed hereto and referred to below, constitute the Disclosure Letter as defined in the Agreement.

The disclosures under this Disclosure Letter apply to each of the Vendors' Warranties as they may be applicable and shall not be regarded as being limited to the Vendors' Warranty against which reference is specifically made if the fact or matter relating thereto has been fully, fairly and accurately disclosed in this Disclosure Letter.

The Vendors' Warranties are qualified by the disclosure contained in this Disclosure Letter. Unless otherwise provided in the Agreement, the Purchaser agrees that the Vendors shall not be liable to the Purchaser in respect of the Vendors' Warranties to the extent of the matters fully, fairly and accurately disclosed in this Disclosure Letter, including all documents listed (the "**Documents List**") in Schedule C to this Disclosure Letter.

If any inconsistency is revealed between the Agreement and the Disclosure Letter, the Disclosure Letter shall prevail and shall be deemed to include the relevant disclosure.

General matters

(a) This Disclosure Letter contains two sets of disclosures: (i) the general disclosures set out in Schedule A ("**General Disclosures**"); and (ii) the specific disclosures set out in Schedule B ("**Specific Disclosures**").

(b) The General Disclosures are disclosed generally and all information and matters

expressed or referred to in the General Disclosures shall be deemed to have been Disclosed.

(c) Unless the context otherwise requires, the definitions and abbreviations used in the Agreement are adopted in this Disclosure Letter and Schedules A, B and C.

(d) References to the "Agreement" shall also be deemed to include the agreements, schedules, and appendices in the Agreement.

(e) References to any "Appendix" shall refer to the relevant appendices attached to Schedule B, which contains the Specific Disclosures.

(f) The disclosure of any matter herein shall not imply any representation, warranty, undertaking, assurance, covenant, indemnity, guarantee or other commitment of any nature whatsoever not expressly given in the Agreement and none of the Vendors' Warranties shall be extended in scope by any of the disclosures herein.

Yours faithfully,

_____	_____
For and on behalf of Pioneer Vantage Global Limited	For and on behalf of Blaze Forum Limited

We acknowledge receipt of the Disclosure Letter (including Schedules A, B and C thereto), and of copies of the Appendices specified in Schedule B, and accept the terms thereof.

_____

For and on behalf of
MSEC Holdings Limited

SCHEDULE A

General Disclosures

By way of general disclosure, the following matters are Disclosed or deemed to have been Disclosed:

1. All information and documents that are available from a search three Business Days prior to the date of this Letter of the Company at the Companies Registry of Hong Kong, the Land Registry and the Trademark Registry in Hong Kong.

2. Any matter which has been fairly, fully and accurately disclosed, provided for or noted in the audited accounts of the Company for the six months ended 30 September 2017 provided to the Purchaser and/or the Purchaser's advisers;

3. All information, including the Prospectus, that are posted by the Company on the website of the Stock Exchange;

4. To the extent any matter has been fully, fairly and accurately disclosed in the documents listed in Schedule C to this Disclosure Letter.

5. The contents of all matters contained in the Agreement.

SCHEDULE B

Specific Disclosures

Paragraph numbers referred to below in the section "Paragraph No." refer to the corresponding paragraphs in Schedule 4 of the Agreement. The following information is specifically disclosed to the Purchaser:

Paragraph No.	
8(A); 11(A)(k)	(1) The restaurant situate at Shop Nos. 439-441, Level 4, Tsuen Wan Plaza will be relocated to Shop No. 410, Level 4, Tsuen Wan Plaza in or about June 2018. The estimated total cost of relocation is HK$2,500,000. (2) The restaurant situate at G501-503, G/F., Square Mile, 11 Li Tak Street, Tai Kok Tsui will be opened at the end of April 2018. The estimated cost for opening the new restaurant is HK$2,500,000. (3) Subject to negotiation, the tenancy agreements for the following restaurants may be renewed before Completion:- (a) Shop 2, G/F, Site 2, Aberdeen Centre, Aberdeen (Item 5 of Appendix 1) – the estimated total cost of renovation is HK$800,000.; and (b) Shop nos. G74-G75 and G82A, G/F, Fortune City One, Commercial Block B, City One Shatin, 1 Ngan Shing Street, Shatin (Item 13 of Appendix 1) – no renovation or any addition capital commitment is required. (4) Aero Tech Limited has incurred capital expenditure of approximately HK$1,000,000 for a new human resources system and related devices.
9(F)(b), (e); 15(A), (B), (C), (I)	A change of effective control of the tenants of the various restaurants (which will be triggered by the completion of the Agreement) without consent of the respective landlords constitutes a breach of the respective tenancy agreements. Please refer to Appendix 1.

14(A) (1) The Group Companies are subject to various legal proceedings. Please refer to Appendix 2.

(2) The Group Companies are subject to various employee's compensation claims. Please refer to Appendix 3.

APPENDIX 1

Summary of tenancy agreements which require landlord's consent for change in control

	Landlord	Tenancy agreement	Extract of relevant clause	Clause reference
1.	Wong Chui Ha (a connected person)	Tenancy agreement entered into by Aero Tech Limited - Workshop No. 1 on 5/F Block II, Golden Industrial Building, Nos. 16-26 Kwai Tak Street, Kwai Chung, New Territories	The tenancy shall be personal to the tenant. Unless **approved in writing by the landlord** (which approval the landlord may give or withhold at his absolute discretion without assigning any reason therefor) be deemed to be breaches of the Tenancy Agreement in the case of (i) a tenant which is a corporation, **any take-over**, reconstruction, amalgamation, merge, voluntary liquidation or change in the person or persons who owns or own a majority of its voting rights or **who otherwise has or have effective control** thereof; (ii) the change of the tenant's business name without the previous written consent of the landlord.	Clause 2(p)
2.	Eternal Prosper Pacific Limited (a connected person)	Tenancy agreements entered into by Aero Tech Limited - Workshop No. 3 on 5/F Block II, Golden Industrial Building, Nos. 16-26 Kwai Tak Street, Kwai Chung, New Territories - Workshop No. 5 on 5/F Block II, Golden Industrial Building, Nos. 16-26 Kwai Tak	The tenancy shall be personal to the tenant. Unless **approved in writing by the landlord** (which approval the landlord may give or withhold at his absolute discretion without assigning any reason therefor) be deemed to be breaches of the Tenancy Agreement in the case of (i) a tenant which is a corporation, **any take-over**, reconstruction, amalgamation, merge, voluntary liquidation or change in the person or persons who owns or own a majority of its	Clause 2(p)

		Street, Kwai Chung, New Territories - Workshop No. 27 on 5/F Block II, Golden Industrial Building, Nos. 16-26 Kwai Tak Street, Kwai Chung, New Territories - Unit 4, 9th Floor, Join-In Hang Sing Centre, Nos. 2-16 Kwai Chung Crescent & 71-75 Container Port Road, Kwai Chung, New Territories - Workshop No. 17 on 9/F on Block I, Golden Industrial Building, Nos. 16- 26 Kwai Tak Street, Kwai Chung, New Territories - Workshop No. 12 on 13/F on Block II, Golden Industrial Building, Nos. 16- 26 Kwai Tak Street, Kwai Chung, New Territories - Workshop No. 13 on 13/F on Block II, Golden Industrial Building, Nos. 16- 26 Kwai Tak Street, Kwai Chung, New Territories - Workshop No. 14 on 13/F on Block II, Golden Industrial Building, Nos. 16- 26 Kwai Tak Street, Kwai Chung, New Territories	voting rights or **who otherwise has or have effective control** thereof; (ii) the change of the tenant's business name without the previous written consent of the landlord.	

		- Workshop No. 18 on 13/F on Block I, Golden Industrial Building, Nos. 16- 26 Kwai Tak Street, Kwai Chung, New Territories - Workshop No. 20 on 13/F on Block I, Golden Industrial Building, Nos. 16- 26 Kwai Tak Street, Kwai Chung, New Territories		
3.	Wong Che Kin (a connected person)	Tenancy agreements entered into by Aero Tech Limited - Workshop No. 9 on 13/F on Block II, Golden Industrial Building, Nos. 16- 26 Kwai Tak Street, Kwai Chung, New Territories - Workshop No. 11 on 13/F on Block II, Golden Industrial Building, Nos. 16- 26 Kwai Tak Street, Kwai Chung, New Territories	The tenancy shall be personal to the tenant. Unless **approved in writing by the landlord** (which approval the landlord may give or withhold at his absolute discretion without assigning any reason therefor) be deemed to be breaches of the Tenancy Agreement in the case of (i) a tenant which is a corporation, **any take-over**, reconstruction, amalgamation, merge, voluntary liquidation or change in the person or persons who owns or own a majority of its voting rights or **who otherwise has or have effective control** thereof; (ii) the change of the tenant's business name without the previous written consent of the landlord.	Clause 2(p)
4.	CDW Building Limited	Tenancy agreement entered into by Hontex Limited in respect of all that shop no. 115 on the First Floor	The tenancy shall be personal to the tenant. Unless **approved in writing by the landlord** (which approval the landlord may give or	Clause 7

		of CDW Building, No. 388 Castle Peak Road, Tsuen Wan	withhold at its discretion without assigning any reason therefor) be deemed to be breaches of the Tenancy Agreement in the case of (i) a tenant which is a corporation, **any take-over**, reconstruction, amalgamation, merge, liquidation or winding up either voluntarily or otherwise or change in the person or persons who own the majority of its voting shares or **who otherwise has or have effective control** thereof; (ii) the change of the tenant's business name without the previous written consent of the landlord.	
5.	Aberdeen Commercial Investments Limited	Tenancy agreement entered into by Sydney Limited in respect of shop 2 on the Ground floor of Site 2 of Aberdeen Centre	"The tenancy shall be personal to the Tenant named in this Agreement and, without in any way limiting the generality of the foregoing the following acts and events shall, **unless approved in advance in writing by the Landlord,** be deemed to be breaches of this clause: … (c)In case of a tenant which is a corporation any take-over, reconstruction, amalgamation, merger, voluntary liquidation or **change in the person or persons who owns or own a majority of its voting shares or who otherwise has or have effective control thereof**	Clause 18(C)
6.	MTR Corporation Limited	Tenancy agreement entered into by Dotco Limited in respect of units S33-34, Second Floor, Luk Yeung Galleria with a lettable floor area of	The follow acts and events shall, **unless previously approved in writing by the landlord**, by deemed to be breaches of the clause in the agreement:-	Section III Paragraph 60

		approximately 1,320 sq. ft and 2,043 sq. ft. gross.	… In case of a tenant which is a corporation, any take-over, reconstruction, amalgamation, merger, voluntary liquidation **or change in the person or persons who own a majority of its voting shares or who otherwise control it, save, in the last mentioned case only, where the Tenant is a public company whose shares are quoted on any established stock exchange or over the counter market**	
7.	Sun Hung Kai Real Estate Agency Limited	Tenancy agreement entered into by 555 Limited in respect of shop nos. 439-441 on Level 4 of Tsuen Wan Plaza, Tsuen Wan Town lot No. 326	The tenancy created is personal to the Tenant named and without in any way limiting the generality of the foregoing the following acts and events shall be deemed to be breaches:- … (c) In the case of a tenant which is a corporation any takeover, reconstruction, amalgamation, merger … or **change in the person or persons who owns or own a majority of its voting shares or who otherwise has or have effective control thereof.**	Clause 5.14
8.	Fortune Sign Global Limited	Tenancy agreement entered into by Sydney Limited in respect of Shop No. 114A on Level 1 of the Commercial Accommodation (known as New Jade Shopping Arcade) of New Jade Garden	The tenancy created shall be personal to the Tenant in the agreement and without in any way limiting the generality of the foregoing the following acts and events shall be deemed to be breaches: …	Clause 5.15

			(b) in the case of a tenant which is a corporation any takeover, reconstruction, amalgamation, merger, voluntary liquidation or change in **the person or persons who owns or own a majority of its voting shares or who otherwise has or have effective control thereof**.	
9.	The Link Properties Limited	Tenancy agreement entered into by Sydney Limited in respect of Shop No. 114A on Level 1 of the Commercial Accommodation (known as New Jade Shopping Arcade) of New Jade Garden	The tenancy shall be personal to the tenant as such **unless approved by landlord**, be deemed to be a breach:- … in the case of a tenant which is a corporation any takeover, reconstruction, amalgamation, merger, voluntary liquidation or change in the person or **persons who owns or own a majority of its voting shares or who otherwise has or have effective control thereof**.	Clause 4.18.2
10.	Sun Hung Kai Real Estate Agency Limited	Tenancy agreement entered into by Tri-pros Limited in respect of Shop No.009A on Level 1 of Uptown Plaza, No. 9 Nam Wan Road, Tai Po, New Territories, Hong Kong	The tenancy shall be personal to the tenant as such **unless approved by landlord**, be deemed to be a breach:- … in the case of a tenant which is a corporation any takeover, reconstruction, amalgamation, merger, voluntary liquidation or **change in the person or persons who owns or own a majority of its voting shares or who otherwise has or have effective control**	Clause 5.14 (b)

			thereof.	
11.	Plaza Hollywood Limited, Mullein Company Limited, Wettersley Company Limited, Bright Smart Limited and Excellent Base Limited	Tenancy agreement entered into by Tri-pros Limited in respect of Shop Nos. 235-236, Level 2, Plaza Hollywood, Diamond Hill, Kowloon	The tenancy shall be personal to the tenant as such **unless approved by landlord**, be deemed to be a breach:- … in the case of a tenant which is a corporation any takeover, reconstruction, amalgamation, merger, voluntary liquidation or **change in the person or persons who owns or own a majority of its voting shares or who otherwise has or have effective control thereof**	Section V Clause 22(3)
12.	Pierhead Garden Management Co. Ltd.	Tenancy agreement entered into by Printech Corporation Limited in respect of Ocean Walk, No. 168-236 Wu Chui Road, Tuen Mun	The tenancy shall be personal to the tenant as such **unless approved by landlord**, be deemed to be a breach:- … in the case of a tenant which is a corporation any takeover, reconstruction, amalgamation, merger, voluntary liquidation **or change in the person or persons who owns or own a majority of its voting shares or who otherwise has or have effective control**	Clause 60

			thereof. Save, in the last mentioned case only, where the Tenant is a public company whose shares are quoted on any established stock exchange or over the counter market	
13.	Million Nice Development Limited	Tenancy agreement entered into by Hotex Limited in respect of Shops Nos. G74-G75 and G82A, G/F, Fortune City One, Commercial Block B, City One Shatin, No.1 Ngan Shing Street, Shatin, New Territories.	The tenancy shall be personal to the tenant as such **unless approved by landlord**, be deemed to be a breach:- … in the case of a tenant which is a corporation any takeover, reconstruction, amalgamation, merger, voluntary liquidation or **change in the person or persons who owns or own a majority of its voting shares or who otherwise has or have effective control thereof.**	Clause 5.18
14.	Airport Authority	Tenancy agreement entered into by Hotex Limited in respect of Unit No. 5p320 on level 5 in Terminal 2	The authority shall have the absolute authority and determination as to the occurrence of the following event and may by written notice to the Licensee to immediately terminate the agreement:- … **If there is a change in the ultimate control or ownership of the Licensee**…. Assignment	Clause 20.1.3

			The following acts and events, unless with the prior written approval of the Authority, shall be a breach: … In the case of a Licensee which is a body corporate: - any take-over, reconstruction, reorganisation, amalgamation, merger, voluntary liquidation of the Licensee or **<u>any change in the person who owns a majority of its voting shares or who otherwise has effective control thereof.</u>**	
15.	Yumi Yumi Caterers Limited	Tenancy agreement entered into by 555 Limited in respect of Shop C1, Basement, Argyle Centre, Phase I, No.688 Nathan Road, Kowloon, Hong Kong	The tenancy shall be personal to the tenant as such **<u>unless approved by landlord</u>**, be deemed to be a breach:- … in the case of a tenant which is a corporation any takeover, reconstruction, amalgamation, merger, voluntary liquidation or **<u>change in the person or persons who owns or own a majority of its voting shares or who otherwise has or have effective control thereof</u>**.	Section V Paragraph (16)
16.	Hang Lung Real Estate Agency Limited	Tenancy agreement entered into by Tri-Pros Limited in respect of All those shops G271-275 on Ground Floor of Amoy Plaza of Amoy Gardens Phase III, No. 77 Ngau Tau Kok Road, Kowloon,	The tenancy shall be personal to the Tenant named in the agreement and without in any way limiting the generality of the foregoing, the following acts and events shall, **<u>unless previously approved in writing by the Landlord</u>**, be deemed to be breaches of the	Clause 5.09

		Hong Kong	sub-clause: … In the case of a tenant which is a corporation any liquidation (voluntary or otherwise) take-over reconstruction amalgamation merger or **change in the person or persons who owns or own a majority of its voting shares or who otherwise has or have effective control thereof.**	
17.	Chan Ki Lok	Tenancy agreement entered into by Tri-Pros Limited in respect of Shops 1 and 2 on Ground Floor, Fuk Tak Building, Nos. 234-242 Castle Peak Road, Nos.1-5 Fung Nin Road, Yuen Long, New Territories	The tenancy shall be personal to the tenant as such **unless approved by landlord,** be deemed to be a breach:- … in the case of a tenant which is a corporation any takeover, reconstruction, amalgamation, merger, voluntary liquidation or **change in the person or persons who owns or own a majority of its voting shares or who otherwise has or have effective control thereof**.	Clause 2(j)
18.	LCK Real Estate Limited	Tenancy agreement entered into by Printech Corporation Limited in respect of Shop A, G/F, 9 Po Lun Street, Lai Chi Kok, Kowloon, Hong Kong	The tenancy shall be personal to the tenant as such **unless approved by landlord**, be deemed to be a breach:- … in the case of a tenant which is a corporation any takeover, reconstruction, amalgamation, merger, voluntary liquidation or	Clause 5.15

			change in the person or persons who owns or own a majority of its voting shares or who otherwise has or have effective control thereof.	
19.	Link Properties Limited	Tenancy agreement entered into by Printech Corporation Limited in respect of Shop no. 101C, Level 1 of Tai Wo Plaza, Tai Wo Estate, NO. 12 Tai Po Tai Wo Road, Tai Po, New Territories, Hong Kong	The tenancy shall be personal to the tenant as such **unless approved by landlord**, be deemed to be a breach:- … in the case of a tenant which is a corporation any takeover, reconstruction, amalgamation, merger, voluntary liquidation **or change in the person or persons who owns or own a majority of its voting shares or who otherwise has or have effective control thereof.**	Clause 4.18.2
20.	Champion Globe Development Limited	Tenancy agreement entered into by 555 Limited in respect of 2/F., Grand Place, Nos. 558-560, Nathan Road	The tenancy shall be personal to the tenant as such **unless approved by landlord**, be deemed to be a breach:- … in the case of a tenant which is a corporation any takeover, reconstruction, amalgamation, merger, voluntary liquidation or **change in the person or persons who owns or own a majority of its voting shares or who otherwise has or have effective control thereof.**	Clause 2.2.2

21.	Crystal Jade Limited	Tenancy agreement entered into by Sydney Limited in respect of Shops A, B and C with yards on Ground Floor, Scenic Horizon, No.250 Shau Kei Wan Road, Hong Kong	The tenancy shall be personal to the tenant as such **unless approved by landlord**, be deemed to be a breach:- … in the case of a tenant which is a corporation any takeover, reconstruction, amalgamation, merger, voluntary liquidation or **change in the person or persons who owns or own a majority of its voting shares or who otherwise has or have effective control thereof.**	Clause 3.11
22.	Tremayne Investments Limited	Tenancy agreement entered into by 555 Limited in respect of Shops A, B and C with yards on Ground Floor, Scenic Horizon, No.250 Shau Kei Wan Road, Hong Kong	The tenancy shall be personal to the tenant as such **unless approved by landlord,** be deemed to be a breach:- … in the case of a tenant which is a corporation any takeover, reconstruction, amalgamation, merger, voluntary liquidation or **change in the person or persons who owns or own a majority of its voting shares or who otherwise has or have effective control thereof**	Section V paragraph 18

APPENDIX 2

Summary of legal proceedings

Summary of HK Civil & Criminal Litigation Searches - Companies								
			Litigation					
No.	Companies (HK)	Winding-up	Criminal (case no.)	Civil (case no.)	Plaintiff/ Complainant	Offence / Claim	Status	Settlement sum/fine
1	111 Limited (111 有限公司）	Nil	Nil	DCPI 2328/2014	Gurung Nayakalata	Personl injury action: Personal injury in the course of employment	Settled	HK$709,226.60 included the EC amount of HK$199,226.60 which was paid in the action DCEC 1309/2014
				DCEC 1309/2014		Employment compensation: Personal injury in the course of employment	Parties reached settlement recently and awaiting costs from Plaintiff and the insurance	Pending assessment of costs. The EC amount of HK$199,226.60 has been paid.

							company's own costs to be assessed	
				DCEC140/2018	Lo Yuet Wa	Employment compensation: Personal injury in the course of employment	The employee disagreed with the compensation. Latest letter from employee's lawyers on 09/04/2018	

APPENDIX 3

Summary of employee's compensation claims

工傷記錄表

進度	店舖	中文姓名	英文姓名	性別	職位	事發日期	事發時間	事發 地點/位置	事發經過	受傷性質 (扭傷/切傷/骨折/燒傷/燙傷等)	受傷部位	就診地點 (醫院/診所)	病假日期 由	-	至	病假日數 (扣除法定假日)
跟進中	S30 希慎	郭俊蓉	GUO JUNRONG	女	侍應 - 全職	19/12/2016	10:55	商場廁所	员工行至希慎广场的厕所滑倒	挫傷	尾龙骨	律敦治医院	19/12/2016	-	6/10/2017	281
跟進中	S26	羅月華	LO YUET WA	女	廚助 - 兼職	9/07/2017	16:00	廚房	員工於廚房洗碗時被稀釋清潔劑濺到入眼	**傷到眼**	眼睛	北大嶼大醫院	13/07/2017		10/04/2018	263
跟進中	S02 沙田連城	吳苑芬	WU YUANFEN	女	廚助 - 全職	3/08/2017	18:05	廚房	員工使用刨機刨牛扎肉後．漏熄了1個刨機掣．刨刀割傷右手手指	**割傷**	右手手指	威爾斯親王醫院	3/08/2017		6/10/2017	63
跟進中	H02 五越	周芹	CHAU KAN	女	廚助 - 全職	7/09/2017	21:00	廚房	員工從貨架拿貨物	**扭傷**	右背	UNITED CHRISTIAN HOSPITAL	8/09/2017		24/09/2017	17
跟進中	H02 五越	陳信汉	CHEN XINHAN	男	侍應 - 全職	16/09/2017	14:00	水吧	員工於水吧製作熱飲時,杯子爆裂。	**燙傷和割傷**	左手中指,無名指和尾指	Yan Chai Hospital	16/09/2017		2/10/2017	16
跟進中	S09 將軍澳新都城	袁任惠	NGUYEN THI HUE	女	廚助 - 全職	17/10/2017	13:30	廚房	員工倒湯時,有少量湯倒到左腳腳背	**燙傷**	左腳腳背	Queen Elizabeth Hoapital	17/10/2017		12/11/2017	25.5
跟進中	S31 元朗豐年路	宋菊	SONG JU	女	廚助 - 全職	3/12/2017	16:35	廚房	員工將熱水倒進湯骨時,熱水反彈燙傷右腳腳面和右腳腳眼	**燙傷**	右腳腳面和右腳腳眼	POK OI HOSPITAL	3/12/2017		28/12/2017	25
跟進中	F02 工場	劉小霞	LAU SIU HA	女	辦公室清潔及煮食員	19/01/2018	12:30	茶水間	打開蒸汽爐時右手前臂被蒸汽燙傷	**燙傷**	右手前臂	梁根培醫生	19/01/2018		6/02/2018	19
跟進中	H02 五越	洪華平	HONG HUAPING	女	侍應 - 全職	3/02/2018	10:35	水吧	將地面雪櫃內的物品拿出時扭傷	**扭傷**	腰	仁濟醫院	3/02/2018		20/04/2018	73

僱員工傷報告表格	已呈交表格 2？		通報保險公司?		收到表格5？		賠償金額			截至本日员工预期应得金額	收到表格 7？			收到表格 9？			保險公司已賠款(出票)			備註欄
(Y/N)	(Y/N)	日期	(Y/N)	日期	(Y/N)	日期	工傷薪金	醫療費	永久喪失工作能力補償		(Y/N)	日期	備註	(Y/N)	日期	備註	(Y/N)	日期	金額	
Y	Y	16/01/2017	Y	19/01/2017	Y	27/10/2017	$112,326.65	$3,930.00	$129,533.33	$133,463.33	Y	27/10/2017					N			Waiting for Insurance compensation
Y	Y	21/07/2017	Y	21/07/2017			$28,932.15	$50.00		$49,095.39							N			Under Labour Tribunal, employee disagree with the compensation amount
Y	Y	4/08/2017	Y	4/08/2017	Y	3/01/2018	$24,528.01	$0.00	$29,784.00	$29,784.00	Y	27/12/2017					N			Waiting for Insurance compensation
Y	Y	20/09/2017	Y	20/09/2017	Y	27/03/2018	$7,480.00	$360.00	$19,360.00	$19,720.00	Y	20/03/2018					N			Waiting for Insurance compensation
Y	Y	11/09/2017	Y	30/09/2017			$5,893.32	$0.00		$30,506.67							N			Under Labour Tribunal, Waiting for Form 7
Y	Y	18/10/2017	Y	2/11/2017			$9,180.00	$0.00		$22,320.00							N			Under Labour Tribunal, Waiting for Form 7
Y	Y	5/12/2017	Y	8/12/2017			$8,666.50	$1,277.00		$28,663.67							N			Under Labour Tribunal, Waiting for Form 7
Y	Y	22/01/2018	Y	24/01/2018	Y	9/04/2017	$4,610.67	$387.00		$4,947.00	N/A	No compensation for permanent incapacity					N			Waiting for Insurance compensation
Y	Y	8/02/2018	Y	8/02/2018			$18,720.01	$920.00		$38,706.67							N			Under Labour Tribunal, Waiting for Form 7

Cell: Q2
Comment: Deacons:
Please clarify whether it should exclude thec calculation of rest day, i.e. one rest day in every period of seven days) or merely statutory holidays as defined here: http://www.labour.gov.hk/eng/faq/cap57f_whole.htm
And amend the list (where appropriate),
Food Wise:
病假日數include rest day but exclude statutory holidays

Cell: U2
Comment: Deacons:
Please liaise with insurance for a copy.

Cell: Z4
Comment: Deacons:
Please clarify where we can see the breakdown
Food Wise:
pls see worksheet "鄧秀容"

Cell: P5
Comment: Deacons:
Please clarify whether it should be 6 October 2017 (Form 7)
FW: Yes 6/10/17

Cell: A6
Comment: Deacons:
Please clarify whether this is settled according to 責任解除書.
Food Wise:
still waiting insurance co to reimburse, so the status is "跟進中"

Cell: A8
Comment: Deacons:
Please clarify whether this is settled according to 責任解除書.

Cell: X8
Comment: Deacons:
Should be available according to AIG Insurance Letter. Please provide.

Cell: Z9
Comment: Deacons:
any proof?
Food Wise:
Original sent to insurance co
no copy kept

Cell: AB9
Comment: Pan Tai:
assume loss of earning capacity permanently caused by the injury = 2%

Cell: AC10
Comment: Deacons:
Original sent to insurance co
No copy kept

Deacons: please liaise with insurance for a copy.

Cell: I12
Comment: Food Wise:
Record in <<僱員工傷報告>>
original sent to insurance co, no copy kept

Deacons:
Please try to liaise with insurance company for a copy

Food Wise:
pls see attached Form 2 (廚助-working in kitchen)

Cell: I15
Comment: Deacons:
Any supporting document?

Foow Wise:
pls see attached Form 2

Cell: Y15
Comment: Deacons:
The spread sheet for 袁任惠 shows that there are 13.5 rest days in Feb. Please clarify and show supporting documents

Food Wise:
the accident happened in 17/10/17 afternoon so we count from 17/10/17 p.m.

Cell: I17
Comment: Deacons:
Any supporting document?

Food Wise:
pls see attached form 2

Cell: N17
Comment: Deacons:
Certificate issued by doctor shows sick leave started from 3 Dec, please clarify.

Food Wise:
Amended

Cell: Q17
Comment: Pan Tai:
under probation, not entitle SH

Cell: I18
Comment: Deacons:
Form 2 shows 茶水間. Please clarify.

Food Wise:
Amended

Cell: Y18
Comment: Deacons:
In the spread sheet for 劉小霞, the base salary used to calculate the compensatio is HKD9100 while that shows on Form 2 is HKD9000. Please clarify.

Food Wise:
Salary increment w.e.f. 1/1/2018

Cell: Z18
Comment: Deacons:
The medical bills shows HKD937 in total (19+19+50+19+50+550+180+50). Please clarify.

Food Wise:
$550 employee chose to claim her own insurance

Cell: I19
Comment: Deacons:
Any supporting document?
Form 2

Cell: Y19
Comment: Deacons:
Please amend so this figure reflects that should be paid in March and April.

Food Wise:
Up to Mar 2018

Cell: Z19
Comment: Deacons:
Medical bills show HKD665 in total (180+80+45+360), please clarify.

Food Wise:
Daily claim limit $200, so the employee chose not to claim $120 ($360/3) for Public acute ward maintenance fee

Compensation Amount to GUO JUNRONG (13500+1000) 14500

	Salary Allowance HK$	Medical Fee HK$	Total HK$
Dec-16	$ 3,673.33		$ 3,673.33
Jan-17	$ 10,440.00	$ 170.00	$ 10,610.00
Feb-17	$ 10,826.67	$ 140.00	$ 10,966.67
Mar-17	$ 5,026.67	$ 310.00	$ 5,336.67
Apr-17	$ 18,173.33	$ 1,170.00	$ 19,343.33
May-17	$ 11,213.33	$ 380.00	$ 11,593.33
Jun-17	$ 11,600.00	$ 560.00	$ 12,160.00
Jul-17	$ 10,440.00	$ 480.00	$ 10,920.00
Aug-17	$ 11,986.67	$ -	$ 11,986.67
Sep-17	$ 11,599.99	$ 720.00	$ 12,319.99
Oct-17	$ 7,346.66	$ -	$ 7,346.66
	$ 112,326.65	$ 3,930.00	$ 116,256.65

Labour Department	$	129,533.33
Balance	$	17,206.68

Compensation Amount to 5,801.90

Month	Salary Allowance HK$	Medical Fee HK$	Total HK$	Cheque No.	
Jul-17	$ 2,939.63	$ -	$ 2,939.63		=5801.9/30*4/5*9.5
Aug-17	$ 4,332.09	$ 50.00	$ 4,382.09		=5801.9/30*4/5*28
Sep-17	$ 4,641.52	$ -	$ 4,641.52		=5801.9/30*4/5*30
Oct-17	$ 4,332.09	$ -	$ 4,332.09		=5801.9/30*4/5*28
Nov-17	$ 4,486.80	$ -	$ 4,486.80		=5801.9/30*4/5*29
Dec-17	$ 2,939.63	$ -	$ 2,939.63		=5801.9/30*4/5*19
Jan-18	$ 2,630.20	$ -	$ 2,630.20		=5801.9/30*4/5*17
Feb-18	$ 2,630.20	$ -	$ 2,630.20		=5801.9/30*4/5*17
Mar-18	$ 4,796.24	$ -	$ 4,796.24		=5801.9/30*4/5*31
	$ 28,932.15	$ 50.00			

Compensation Amount to (13800+800) 14600

Month	Salary Allowance HK$	Medical Fee HK$	Total HK$	Cheque No.	
Jun-17			$ -		
Jul-17			$ -		
Aug-17	$ 11,290.67	$ -	$ 11,290.67		=14600/30*4/5*29
Sep-17	$ 11,680.00		$ 11,680.00		=14600/30*4/5*30
Oct-17	$ 1,557.34		$ 1,557.34		=14600/30*4/5*4
Nov-17			$ -		
Dec-17			$ -		
Jan-18					
	$ 24,528.01	$ -			

Labour Department F	$	29,784.00
Balance	$	5,255.99

Compensation Amount to (16000+500) 16500

Month	Salary Allowance HK$	Medical Fee HK$	Total HK$	Cheque No.	
Sep-17	$ 7,480.00	$ 360.00	$ 7,840.00		=16500/30*4/5*17
Oct-17			$ -		
Nov-17			$ -		
Dec-17			$ -		
Jan-18			$ -		
			$ -		
	$ 7,480.00	$ 360.00			

Compensation Amount to (12500+500) 13000

Month	Salary Allowance HK$	Medical Fee HK$	Total HK$	Cheque No.	
Sep-17	$ 5,199.99	$ -	$ 5,199.99	=13000/30*4/5*15	
Oct-17	$ 693.33	$ -	$ 693.33	=13000/30*4/5*2	(1/10 is SH and should be full paid, will rectify asap)
Nov-17			$ -		
Dec-17			$ -		
Jan-18			$ -		
			$ -		
	$ 5,893.32	$ -			

Compensation Amount to (12700+800) 13500

Month	Salary Allowance HK$	Medical Fee HK$	Total HK$	Cheque No.
Oct-17	$ 4,860.00		$ 4,860.00	13500/30*4/5*13.5
Nov-17	$ 4,320.00		$ 4,320.00	13500/30*4/5*12
Dec-17			$ -	
Jan-18			$ -	
			$ -	
	$ 9,180.00	$ -		

Compensation Amount to (12200+800) 13000

Month	Salary Allowance HK$	Medical Fee HK$	Total HK$	Cheque No.
Dec-17	$ 8,666.50	$ 1,277.00	$ 9,943.50	13000/30*4/5*25
Jan-18				
	$ 8,666.50	$ 1,277.00		

Compensation Amount to		9100		9100				
		Salary Allowance		Medical Fee		Total		Cheque No.
Month		HK$		HK$		HK$		
Jan-18	$	3,154.67	$	337.00	$	3,491.67		9100/30*4/5*13
Feb-18	$	1,456.00	$	50.00	$	1,506.00		9100/30*4/5*6
	$	4,610.67	$	387.00				

Compensation Amount to (12500+500) 13000

Month	Salary Allowance HK$	Medical Fee HK$	Total HK$	Cheque No.
Feb-18	$ 7,973.34	$ 545.00	$ 8,518.34	13000/30*4/5*23
Mar-18	$ 10,746.67	$ 375.00	$ 11,121.67	13000/30*4/5*31
	$ 18,720.01	$ 920.00		

Y	已完結	C04	荃菊	女	侍應 - 全職	扭傷
N	跟進中	S02	沙田連城	男	侍應 - 兼職	切傷
	需上庭	S07	香港仔中心		廚助 - 全職	骨折
		S09	將軍澳新都城		廚助 - 兼職	燒傷
		S10	綠楊			燙傷
		S11	大埔超級城			撞傷
		S12	荃廣			
		S14	柴灣新翠			
		S16	樂富			
		S18	大埔新達			
		S19	荷里活			
		S20	上水新都			
		S21	海趣坊			
		S22	康怡			
		S25	沙田第一城			
		S26	機場			
		S27	旺中			
		S28	連理街			
		S29	淘大			
		S30	希慎			
		S31	元朗福德樓			
		S32	美孚			
		VC01	V-City			

SCHEDULE C

List of disclosure documents

(Softcopies of the list and the documents listed therein are copied on the CD attached)

List of Documents – Legal DD

No.	Description of Documents	Date (dd/mm/yyyy)
4.3(1) Personal Injury records		
1.	Index page	Undated
(1) 鄧秀容		
2.	鄧秀容 5 月簽收信	Undated
3.	鄧秀容 6 月簽收信	Undated
4.	鄧秀容 7 月簽收信	Undated
5.	鄧秀容 9 月勞工假錢簽收信	Undated
6.	鄧秀容 9 月簽收信	Undated
7.	鄧秀容 10 月簽收信	Undated
8.	鄧秀容 10 月簽收信 (員工簽收版)	05/11/2016
9.	鄧秀容 11 月簽收信	Undated
10.	鄧秀容 11 月簽收信 (員工簽收版)	07/12/2016
11.	鄧秀容 12 月簽收信	Undated
12.	鄧秀容 12 月工傷支票	03/01/2017
13.	鄧秀容 1 月簽收信	Undated
14.	鄧秀容 1 月簽收信 (員工簽收版)	06/02/2017
15.	鄧秀容 2 月簽收信	Undated
16.	鄧秀容 2 月簽收信(員工簽收版)	05/03/2017
17.	鄧秀容 2 月工傷支票 (員工簽收版)	05/03/2017
18.	鄧秀容工傷差額簽收信	Undated
19.	鄧秀容 6 月工傷支票	05/07/2017
20.	Medical Certificate covering 4 Nov 2016 – 10 Feb 2017	04/11/2016
21.	Medical receipt	12/10/2016 26/10/2016 02/11/2016 04/11/2016
22.	Appointment slip	12/10/2016 26/10/2016 02/11/2016 04/11/2016
23.	Medical receipt	10/08/2016 03/08/2016 24/08/2016 17/08/2016

		07/09/2016 31/08/2016 06/09/2016
24.	鄧秀容工傷完結補大假紙	05/07/2017
25.	鄧秀容更改表格 2/2A/2B	21/02/2017
26.	鄧秀容工傷評估書表格七/八	01/03/2017
27.	鄧秀容工傷收入表格	23/03/2017
28.	鄧秀容工傷評估書表格五	28/04/2017
29.	責任解除書	Undated
(2) *郭俊蓉*		
30.	郭俊蓉 1 月份簽收信 (員工簽收版)	06/02/2017
31.	郭俊蓉 1 月份簽收信	Undated
32.	郭俊蓉簽收信 - 2016 年 12 月份多付金額	Undated
33.	郭俊蓉 1 月份簽收信 (update version)	Undated
34.	郭俊蓉 2 月份簽收信 (員工簽收版)	Undated
35.	郭俊蓉 2 月工傷支票 (員工簽收版)	03/03/2017
36.	郭俊蓉 3 月份簽收信 (員工簽收版)	06/04/2017
37.	郭俊蓉 3 月份簽收信	Undated
38.	郭俊蓉 4 月份簽收信 (員工簽收版)	06/05/2017
39.	郭俊蓉 4 月份簽收信	Undated
40.	郭俊蓉 5 月份簽收信 (員工簽收版)	06/06/2017
41.	郭俊蓉 5 月份簽收信	Undated
42.	郭俊蓉 5 月工傷支票 (員工簽收版)	02/06/2017
43.	郭俊蓉 6 月份簽收信 (員工簽收版)	06/07/2017
44.	郭俊蓉 6 月份簽收信	Undated
45.	郭俊蓉 6 月工傷支票 (員工簽收版)	04/07/2017
46.	郭俊蓉 7 月份簽收信	Undated
47.	郭俊蓉 8 月份簽收信 (員工簽收版)	05/09/2017
48.	郭俊蓉 8 月份簽收信	Undated
49.	郭俊蓉 9 月份簽收信 (員工簽收版)	06/10/2017
50.	郭俊蓉 9 月份簽收信	Undated
51.	郭俊蓉 9 月工傷支票 (員工簽收版)	04/10/2017
52.	郭俊蓉 10 月份簽收信	Undated
53.	郭俊蓉 10 月勞工假期錢支票	30/10/2017
54.	郭俊蓉 12 月份簽收信	Undated

55.	Medical Certificate covering 19 Dec 2016 – 28 Dec 2016	19/12/2016
56.	Medical Certificate covering 29 Dec 2016 – 11 Jan 2017	28/12/2016
57.	Medical Certificate covering 11 Jan 2017 – 25 Jan 2017	11/01/2017
58.	Medical Certificate covering 25 Jan 2017 – 15 Feb 2017	25/01/2017
59.	Medical Certificate covering 16 Feb 2017 - 22 Feb 2017	15/02/2017
60.	Medical Certificate covering 21 Feb 2017 – 27 Feb 2017	21/02/2017
61.	Medical Certificate covering 27 Feb 2017 – 4 Mar 2017	04/03/2017
62.	Medical Certificate covering 18 Mar 2017 – 22 Mar 2017	18/03/2017
63.	Medical Certificate covering 23 Mar 2017 – 26 Mar 2017	21/03/2017
64.	Medical Certificate covering 27 Mar 2017 – 02 Apr 2017	27/03/2017
65.	Medical Certificate covering 3 Apr 2017 – 7 Apr 2017	03/04/2017
66.	Medical Certificate covering 7 Apr 2017 – 11 Apr 2017	07/04/2017
67.	Medical Certificate covering 12 Apr 2017 – 16 Apr 2017	11/04/2017
68.	Medical Certificate covering 17 Apr 2017 – 21 Apr 2017	17/04/2017
69.	Medical Certificate covering 26 Apr 2017 – 30 Apr 2017	26/04/2017
70.	Medical Certificate covering 1 May 2017 – 5 May 2017	01/05/2017
71.	Medical Certificate covering 6 May 2017 – 10 May 2017	05/05/2017
72.	Medical Certificate covering 11 may 2017 – 17 May 2017	10/05/2017
73.	Medical Certificate covering 18 May 2017 – 24 May 2017	18/05/2017
74.	Medical Certificate covering 19 May 2017 – 28 Jul 2017	19/05/2017
75.	Medical Certificate covering 28 Jul 2017 – 29 Sep 2017	28/07/2017
76.	Medical Certificate covering 22 Sep 2017 – 21 Oct 2017	22/09/2017
77.	Referral letter	15/02/2017
78.	Referral letter	21/02/2017
79.	Medical receipt	28/12/2016
80.	Medical receipt	21/02/2017
81.	Medical receipt	04/03/2017
82.	Medical receipts (於 2017 年 3 月份簽收信支付)	18/03/2017 09/03/2017 23/03/2017 21/03/2017 27/03/2017
83.	Medical receipts (於 2017 年 4 月份簽收信支付)	27/02/2017 28/02/2017 03/04/2017 07/04/2017 08/04/2017 17/04/2017 19/04/2017

		21/04/2017 26/04/2017
84.	Medical receipts (於 2017 年 5 月份簽收信支付)	02/05/2017 01/05/2017 08/05/2017 05/05/2017 18/05/2017 10/05/2017 19/05/2017
85.	Medical receipts (於 2017 年 6 月份簽收信支付)	29/05/2017 23/05/2017 06/06/2017 05/06/2017 13/06/2017 08/06/2017 15/06/2017
86.	Medical receipts (於 2017 年 7 月份簽收信支付)	26/06/2017 30/06/2017 27/06/2017 03/07/2017
87.	Medical receipts (於 2017 年 9 月份簽收信支付)	15/08/2017 09/08/2017 05/09/2017 15/08/2017
88.	Medical receipts (於 2017 年 9 月份簽收信支付)	18/09/2017 07/09/2017 22/09/2017 20/09/2017
89.	AIG Medical Report for Employees' Compensation	19/05/2017
90.	郭俊蓉工傷表格 2	16/01/2017
91.	郭俊蓉工傷評估書表格七/八	20/10/2017
92.	郭俊蓉工傷評估書表格五	27/10/2017
93.	責任解除書	Undated
94.	MPF records of all the employees for the period from Oct 2016 to Jul 2017	Undated
(3) *劉兆賢*		
95.	劉兆賢 4 月份簽收信 (員工簽收版)	07/05/2017
96.	劉兆賢 4 月份簽收信	Undated
97.	劉兆賢 4 月工傷支票	04/05/2017
98.	劉兆賢 5 月份簽收信 (員工簽收版)	07/06/2017
99.	劉兆賢 5 月份簽收信	Undated
100.	劉兆賢 5 月工傷支票 (員工簽收版)	02/06/2017
101.	劉兆賢 6 月份簽收信 (員工簽收版)	06/07/2017
102.	劉兆賢 6 月份簽收信	Undated
103.	劉兆賢 7 月份簽收信 (員工簽收版)	05/08/2017
104.	劉兆賢 7 月份簽收信	Undated

105.	Medical Certificate covering 27 Apr 2017 – 11 May 2017	28/04/2017
106.	11 May 2017 – 8 Jun 2017	11/05/2017
107.	8 Jun 2017 – 13 Jul 2017	08/06/2017
108.	13 Jul 2017 – 27 Jul 2017	13/07/2017
109.	Medical receipt	28/04/2017
110.	劉兆賢工傷報告(店舖填寫版本)	27/04/2017
111.	劉兆賢工傷表格 2	05/05/2017
112.	勞工處確認收到劉兆賢工傷表格 2 的信件	18/05/2017
113.	劉兆賢更改表格 2/2A/2B	05/07/2017
114.	劉兆賢工傷補償收入調整信	24/10/2017
115.	劉兆賢工傷評估書表格七/八	25/10/2017
116.	劉兆賢工傷評估書表格五	20/11/2017
117.	責任解除書(員工已簽收版)	26/11/2017
118.	責任解除書	Undated
119.	劉兆賢責任解除書支票	21/11/2017
(4) *楊秋雅*		
120.	楊秋雅 6 月份簽收信 (員工簽收版)	05/07/2017
121.	楊秋雅 6 月份簽收信	Undated
122.	Medical Certificate covering 22 Jun 2017 – 23 Jun 2017	22/06/2017
123.	Medical Certificate covering 24 Jun 2017 – 26 Jun 2017	24/06/2017
124.	Medical Certificate covering 27 Jun 2017 – 29 Jun 2017	27/06/2017
125.	Medical receipt	22/06/2017 24/06/2017
126.	Medical receipt	27/06/2017
127.	楊秋雅工傷表格 2	27/06/2017
128.	勞工處確認收到楊秋雅工傷表格 2 的信件	05/07/2017
(5) *陳美僑*		
129.	陳美僑 6 月份簽收信 (取消,因還沒有醫生紙)	Undated
130.	陳美僑 7 月份簽收信 (員工簽收版)	05/08/2017
131.	陳美僑 7 月份簽收信	Undated
132.	陳美僑 7 月工傷支票 (員工簽收版)	02/08/2017
133.	陳美僑 8 月份簽收信 (員工簽收版)	05/09/2017
134.	陳美僑 8 月份簽收信	Undated
135.	Medical Certificate covering 23 Jun 2017 – 18 Jul 2017	04/07/2017

136.	Medical Certificate covering 19 Jul 2017 – 28 Jul 2017	18/07/2017
137.	Medical Certificate covering 28 Jul 2017 – 4 Aug 2017	28/07/2017
138.	Medical receipt (於 2017 年 7 月份簽收信支付)	30/06/2017 11/07/2017 10/07/2017 13/07/2017 12/07/2017 15/07/2017 14/07/2017 18/07/2017
139.	陳美僑工傷相片	Undated
140.	陳美僑工傷表格 2	27/06/2017
141.	陳美僑工傷表格 2	28/11/2017
142.	勞工處確認收到陳美僑工傷表格 2 的信件	04/07/2017
143.	責任解除書(員工已簽收版)	03/02/2018
144.	責任解除書	Undated
145.	陳美僑責任解除書支票	15/12/2017
146.	陳美僑過往 12 個月薪金	Undated
(6) *羅月華*		
147.	羅月華 7 月份簽收信 (員工簽收版)	Undated
148.	羅月華 7 月份簽收信	Undated
149.	羅月華 8 月份簽收信 (員工簽收版)	Undated
150.	羅月華 8 月份簽收信	Undated
151.	羅月華 9 月份簽收信 (員工簽收版)	17/10/2017
152.	羅月華 9 月份簽收信	Undated
153.	羅月華 10 月份簽收信 (員工簽收版)	09/11/2017
154.	羅月華 10 月份簽收信	Undated
155.	羅月華 10 月勞工假期錢支票 (員工簽收版)	02/11/2017
156.	羅月華 11 月份簽收信 (員工簽收版)	06/12/2017
157.	羅月華 11 月份簽收信	Undated
158.	羅月華 12 月份簽收信	Undated
159.	羅月華 2 月份簽收信	Undated
160.	Medical Certificate covering 13 Jul 2017 – 16 Jul 2017	12/07/2017
161.	Medical Certificate covering 13 Jul 2017 – 13 Jul 2017	13/07/2017
162.	Medical Certificate covering 15 Jul 2017 – 18 Jul 2017	15/07/2017
163.	Medical Certificate covering 18 Jul 2017 – 19 Jul 2017	18/07/2017
164.	Medical Certificate covering 20 Jul 2017 – 20 Jul 2017	20/07/2017

165.	Medical Certificate covering 20 Jul 2017 – 23 Jul 2017	20/07/2017
166.	Medical Certificate covering 24 Jul 2017 – 27 Jul 2017	24/07/2017
167.	Medical Certificate covering 27 Jul 2017 – 27 Jul 2017	27/07/2017
168.	Medical Certificate covering 28 Jul 2017 – 4 Aug 2017	28/07/2017
169.	Medical Certificate covering 28 Jul 2017 – 31 Jul 2017	28/07/2018
170.	Medical Certificate covering 1 Aug 2017 – 4 Aug 2017	01/08/2017
171.	Medical Certificate covering 5 Aug 2017 – 8 Aug 2017	04/08/2017
172.	Medical Certificate covering 9 Aug 2017 – 13 Aug 2017	09/08/2017
173.	Medical Certificate covering 14 Aug 2017 – 17 Aug 2017	14/08/2017
174.	Medical Certificate covering 18 Aug 2017 – 21 Aug 2017	18/08/2017
175.	Medical Certificate covering 22 Aug 2017 – 25 Aug 2017	22/08/2017
176.	Medical Certificate covering 24 Aug 2017 – 1 Sep 2017	28/08/2017
177.	Medical Certificate covering 29 Aug 2017 – 1 Sep 2017	29/08/2017
178.	Medical Certificate covering 2 Sep 2017 – 5 Sep 2017	02/09/2017
179.	Medical Certificate covering 6 Sep 2017 – 10 Sep 2017	06/09/2017
180.	Medical Certificate covering 8 Sep 2017- 8 Sep 2017	08/09/2017
181.	Medical Certificate covering 11 Sep 2017 – 14 Sep 2017	11/09/2017
182.	Medical Certificate covering 15 Sep 2017 – 18 Sep 2017	15/09/2017
183.	Medical Certificate covering 18 Sep 2017 – 18 Sep 2017	18/09/2017
184.	Medical Certificate covering 19 Sep 2017 – 22 Sep 2017	19/09/2017
185.	Medical Certificate covering 23 Sep 2017 – 26 Sep 2017	23/09/2017
186.	Medical Certificate covering 27 Sep 2017 – 2 Oct 2017	26/09/2017
187.	Medical Certificate covering 3 Oct 2017 – 6 Oct 2017	03/10/2017
188.	Medical Certificate covering 7 Oct 2017 – 10 Oct 2017	07/10/2017
189.	Medical Certificate covering 11 Oct 2017 – 15 Oct 2017	11/10/2017
190.	Medical Certificate covering 16 Oct 2017 – 19 Oct 2017	16/10/2017
191.	Medical Certificate covering 20 Oct 2017 – 23 Oct 2017	20/10/2017
192.	Medical Certificate covering 24 Oct 2017 – 29 Oct 2017	24/10/2017
193.	Medical Certificate covering 30 Oct 2017 – 2 Nov 2017	30/10/2017
194.	Medical Certificate covering 3 Nov 2017 – 6 Nov 2017	03/11/2017
195.	Medical Certificate covering 7 Nov 2017 – 7 Nov 2017	07/11/2017
196.	Medical Certificate covering 8 Nov 2017 – 12 Nov 2017	08/11/2017
197.	Medical Certificate covering 13 Nov 2017 – 16 Nov 2017	13/11/2017
198.	Medical Certificate covering 17 Nov 2017 – 20 Nov 2017	17/11/2017
199.	Medical Certificate covering 21 Nov 2017 – 24 Nov 2017	21/11/2017

200.	Medical Certificate covering 25 Nov 2017 – 28 Nov 2017	25/11/2017
201.	Medical Certificate covering 29 Nov 2017 – 3 Dec 2017	29/11/2017
202.	Medical Certificate covering 4 Dec 2017 – 7 Dec 2017	04/12/2017
203.	Medical Certificate covering 8 Dec 2017 – 11 Dec 2017	08/12/2017
204.	Medical Certificate covering 12 Dec 2017 – 15 Dec 2017	12/12/2017
205.	Medical Certificate covering 16 Dec 2017 – 19 Dec 2017	16/12/2017
206.	Medical Certificate covering 20 Dec 2017 – 23 Dec 2017	20/12/2017
207.	Medical Certificate covering 21 Dec 2017 – 21 Dec 2017	21/12/2017
208.	Medical Certificate covering 23 Dec 2017 – 27 Dec 2017	23/12/2017
209.	Medical Certificate covering 28 Dec 2017 – 1 Jan 2018	28/12/2017
210.	Medical Certificate covering 2 Jan 2018 – 5 Jan 2018	02/01/2018
211.	Medical Certificate covering 6 Jan 2018 – 9 Jan 2018	06/01/2018
212.	Medical Certificate covering 10 Jan 2018 – 14 Jan 2018	10/01/2018
213.	Medical Certificate covering 15 Jan 2018 – 18 Jan 2018	15/01/2018
214.	Medical Certificate covering 19 Jan 2018 – 22 Jan 2018	19/01/2018
215.	Medical Certificate covering 23 Jan 2018 – 26 Jan 2018	23/01/2018
216.	Medical Certificate covering 27 Jan 2018 – 30 Jan 2018	27/01/2018
217.	Medical Certificate covering 31 Jan 2018 – 3 Feb 2018	31/01/2018
218.	Medical Certificate covering 8 Feb 2018 – 11 Feb 2018	08/02/2018
219.	Medical Certificate covering 12 Feb 2018 – 20 Feb 2018	12/02/2018
220.	Medical Certificate covering 31 Mar 2018 – 3 Apr 2018	29/03/2018
221.	Medical receipts (於 2017 年 7 月份簽收信支付)	15/07/2017 12/07/2017 18/07/2017 26/07/2017 27/07/2017 24/07/2017 28/07/2017
222.	Medical receipts (於 2017 年 8 月份簽收信支付)	04/08/2017 01/08/2017 14/08/2017 09/08/2017 22/08/2017 18/08/2017 29/08/2017 24/08/2017
223.	羅月華工傷表格 2	20/07/2017
224.	勞工處信件 - 有關羅月華聲稱於 2017 年 7 月 9 日意外受傷一事	09/08/2017
225.	取消懷疑羅月華工傷個案	05/09/2017
226.	勞工處確認收到羅月華工傷表格 2 的信件	08/09/2017

227.	羅月華醫療證	28/09/2017
228.	羅月華反對申請書	06/02/2018
229.	羅月華反對申請書 (update)	13/02/2018
230.	羅月華工傷評估書表格七/八	01/02/2018
231.	羅月華律師信	07/02/2018
232.	羅月華過往 12 個月薪金	Undated
(7) *黃秀琼*		
233.	黃秀琼 7 月份簽收信	Undated
234.	勞工處呈報工傷意外信件	13/07/2017
235.	公司回覆回條	25/07/2017
236.	黃秀琼工傷表格 2	Undated
237.	勞工處信件 - 有關黃秀琼報稱於 2017 年 6 月 17 手意外受傷一事	07/08/2017
238.	勞工處信件 - 有關黃秀琼報稱於 2017 年 6 月 17 手意外受傷一事	06/09/2017
(8) *吳苑芬*		
239.	吳苑芬 8 月份簽收信 (員工簽收版)	05/09/2017
240.	吳苑芬 8 月份簽收信	Undated
241.	吳苑芬 9 月份簽收信 (員工簽收版)	12/10/2017
242.	吳苑芬 9 月份簽收信	Undated
243.	吳苑芬 10 月份簽收信 (員工簽收版)	06/11/2017
244.	吳苑芬 10 月份簽收信	Undated
245.	Medical Certificate covering 3 Aug 2017 – 16 Aug 2017	07/08/2017
246.	Medical Certificate covering 16 Aug 2017 – 6 Oct 2017	16/08/2017
247.	吳苑芬工傷報告(店舖填寫版本)	03/08/2017
248.	吳苑芬工傷表格 2	04/08/2017
249.	吳苑芬工傷表格五	03/01/2018
250.	責任解除書	Undated
(9) *何克培*		
251.	何克培 8 月份簽收信 (員工簽收版)	04/09/2017
252.	何克培 8 月份簽收信	Undated
253.	何克培 10 月份簽收信 (員工簽收版)	03/11/2017
254.	何克培 10 月份簽收信	Undated
255.	Medical Certificate covering 15 Aug 2017 – 17 Aug 2017	14/08/2017
256.	Medical receipt	14/08/2017

257.	何克培工傷報告(店舖填寫版本)	17/08/2017
258.	何克培工傷表格 2	22/08/2017
259.	勞工處確認收到何克培工傷表格 2 的信件	29/08/2017
260.	何克培工傷表格 2 (Revised)	05/09/2017
261.	何克培工傷病假跟進通知書	Undated
262.	何克培通知信	24/10/2017
263.	何克培工傷表格五	03/11/2017
264.	責任解除書	Undated
(10) *周芹*		
265.	周芹 9 月份簽收信 (員工簽收版)	07/10/2017
266.	周芹 9 月份簽收信	Undated
267.	Medical Certificate covering 8 Sep 2017 – 21 Sep 2017	08/09/2017
268.	Medical Certificate covering 21 Sep 2017 – 24 Sep 2017	21/09/2017
269.	Medical receipt (於 2017 年 9 月份簽收信支付)	21/09/2107 08/09/2017
270.	周芹工傷相片(1)	Undated
271.	周芹工傷相片(2)	Undated
272.	周芹工傷表格 2	11/09/2017
273.	勞工處確認收到周芹工傷表格 2 的信件	06/11/2017
274.	周芹工傷表格 7	20/03/2018
275.	周芹工傷表格 5	27/03/2018
276.	周芹過往 12 個月薪金	Undated
(11) *陳信汉*		
277.	陳信汉 9 月份簽收信 (員工簽收版)	07/10/2017
278.	陳信汉 9 月份簽收信	Undated
279.	陳信汉 10 月份簽收信 (員工簽收版)	06/11/2017
280.	陳信汉 10 月份簽收信	Undated
281.	Medical Certificate covering 16 Sep 2017 – 25 Sep 2017	16/09/2017
282.	Medical Certificate covering 26 Sept 2017 – 2 Oct 2017	26/09/2017
283.	陳信汉工傷表格 2	20/09/2017
284.	勞工處確認收到陳信汉工傷表格 2 的信件	03/10/2017
285.	陳信汉過往 12 個月薪金	Undated
(12) *蕭燕卿*		
286.	蕭燕卿 10 月份簽收信 (員工簽收版)	03/11/2017

287.	蕭燕卿 10 月份簽收信	Undated
288.	蕭燕卿 10 月份簽收信 (員工簽收版)	03/11/2017
289.	蕭燕卿 10 月份簽收信	Undated
290.	Medical Certificate covering 13 Oct 2017	13/10/2017
291.	Medical Certificate covering 13 Oct 2017	12/10/2017
292.	Medical Certificate covering 14 Oct 2017	13/10/2017
293.	Medical Certificate covering 15 Oct 2017	14/10/2017
294.	Medical Certificate covering 16 Oct 2017	16/10/2017
295.	Medical receipt	13/10/2017
296.	蕭燕卿工傷表格 2	16/09/2017
297.	榮工處確認收到蕭燕卿工傷表格 2 信件	24/10/2017
298.	蕭燕卿工傷表格 2 (Revised)	31/10/2017
299.	Employees' Compensation Agreement	Undated
300.	Employees' Compensation Agreement (Updated)	Undated
(13) *袁任惠*		
301.	袁任惠 10 月份簽收信 (員工簽收版)	13/11/2017
302.	袁任惠 10 月份簽收信	Undated
303.	袁任惠 11 月份簽收信	Undated
304.	Medical Certificate covering 17 Oct 2017 – 23 Oct 2017	17/10/2017
305.	Medical Certificate covering 24 Oct 2017 – 29 Oct 2017	24/10/2017
306.	Medical Certificate covering 25 Oct 2017 – 9 Nov 2017	27/10/2017
307.	Medical Certificate covering 9 Nov 2017 – 12 Nov 2017	09/11/2017
308.	袁任惠工傷表格 2	18/10/2017
309.	榮工處確認收到袁任惠工傷表格 2 信件	31/10/2017
310.	袁任惠更改工傷表格 2/2A/2B	31/10/2017
(14) *鄔俊文*		
311.	鄔俊文 11 月份簽收信 (員工簽收版)	29/11/2017
312.	鄔俊文 11 月份簽收信	Undated
313.	鄔俊文 11 月份醫療單簽收信	Undated
314.	Medical Certificate covering 1 Nov 2017 – 3 Nov 2017	01/11/2017
315.	Medical receipt	01/11/2017
316.	鄔俊文工傷表格 2	02/11/2017
317.	鄔俊文工傷表格 2 (revised)	12/11/2017
318.	鄔俊文工傷表格 2 (revised)	13/11/2017

319.	鄔俊文工傷表格 2 (updated)	29/11/2017
320.	榮工處確認收到鄔俊文工傷表格 2 信件	09/11/2017
(15) *宋菊*		
321.	宋菊 12 月份簽收信	Undated
322.	Medical Certificate covering 3 Dec 2017 – 12 Dec 2017	03/12/2017
323.	Medical Certificate covering 12 Dec 2017 – 19 Dec 2017	14/12/2017
324.	Medical Certificate covering 19 Dec 2017 – 28 Dec 2017	19/12/2017
325.	Medical receipt	14/12/2017
326.	Medical receipts	09/12/2017 07/12/2017 11/12/2017 03/12/2017 12/12/2017 18/12/2017 19/12/2017 21/12/2017 22/12/2017 28/12/2017
327.	Discharge slip	14/12/2017
328.	宋菊工傷表格 2	05/12/2017
329.	勞工處收到宋菊工傷表格 2 信件	18/12/2017
330.	宋菊更改工傷表格 2/2A/2B	10/01/2018
(16) *劉小霞*		
331.	劉小霞 1 月份簽收信	Undated
332.	劉小霞 2 月份簽收信	Undated
333.	Medical Certificate covering 19 Jan 2018 – 22 Jan 2018	19/01/2018
334.	Medical Certificate covering 22 Jan 2018 – 26 Jan 2018	22/01/2018
335.	Medical Certificate covering 27 Jan 2018 – 30 Jan 2018	26/01/2018
336.	Medical Certificate covering 30 Jan 2018 – 2 Feb 2018	30/01/2018
337.	Medical Certificate covering 3 Feb 2018 – 6 Feb 2018	02/02/2018
338.	Medical receipt	19/01/2018
339.	Medical receipt	22/01/2018
340.	Medical receipts	23/01/2018 24/01/2018 26/01/2018
341.	Medical receipts	29/01/2018 30/01/2018
342.	Medical receipt	02/02/2018
343.	劉小霞工傷表格 2	22/01/2018

344.	勞工處收到劉小霞工傷表格 2 信件	31/01/2018
(17) *洪華平*		
345.	洪華平 2 月份簽收信	Undated
346.	洪華平 2 月份簽收信(員工簽收版)	15/03/2018
347.	洪華平 3 月份簽收信	Undated
348.	Medical Certificate covering 23 Feb 2018 – 20 Apr 2018	23/02/2018
349.	Medical receipt	06/02/2018
350.	Medical receipts	23/02/2018 03/02/2018
351.	Medical receipts	09/03/2018 12/03/2018
352.	洪華平工傷表格 2	08/02/2018
353.	洪華平過往 12 個月薪金	Undated
Miscellaneous		
354.	111 Limited - 工傷記錄表	23/03/2018
355.	111 Limited - 工傷記錄表	29/03/2018
356.	111 Limited - 工傷記錄表	04/04/2018
357.	111 Limited - 工傷記錄表	16/04/2018
358.	何克培 - compensation reimbursed by insurance company	06/12/2017
359.	嚴嘉潤 - compensation reimbursed by insurance company	30/08/2017
360.	楊秋雅 - compensation reimbursed by insurance company	08/09/2017
361.	蕭燕卿 - compensation reimbursed by insurance company	15/01/2018
362.	鄔俊文 - compensation reimbursed by insurance company	20/12/2017
363.	鄧秀容 - compensation reimbursed by insurance company	13/07/2017
364.	陳美僑 - compensation reimbursed by insurance company	23/01/2018
Corporate Records		
(1) 111 Limited		
365.	Form AR1 - Annual Return	29/11/2006
366.	Form D2A - Notification of Change of Secretary and Director (Appointment/Cessation)	01/08/2011
367.	Form AR1 - Annual Return	29/11/2013
368.	Form NAR1 - Annual Return	29/11/2014
369.	Form NAR1 - Annual Return	29/11/2015

370.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (1)	01/04/2016
371.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (2)	01/04/2016
372.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (3)	01/04/2016
373.	Form NAR1 - Annual Return	29/11/2016
374.	Form NAR1 - Annual Return	29/11/2017
375.	Form NR1 – Notification of Change of Address of Registered Office	02/01/2018
376.	Certificate of Incorporation	29/11/2005
377.	Memorandum and Articles of Association of 111 Limited	29/11/2005
378.	Business Registration Certificate covering 29 Nov 2017 to 28 Nov 2018	27/10/2017
379.	Annex to Register of Members	Undated
380.	Statutory Book	23/06/2016
381.	Statutory Book (updated)	10/04/2018
382.	Board minutes - Appointment of First Directors	29/11/2005
383.	Board Resolution - Incorporation	11/29/2005
384.	Board minutes - Authorised Signatories	30/04/2009
385.	Board Resolution - Appointment of Director	01/08/2011
386.	Board Resolution - Resignation of Director	30/09/2012
387.	Board Resolution - Transfer of Shares	06/11/2012
388.	Board Resolution - Change of Bank Signatories	14/11/2012
389.	Board Resolution - Change of Registered office	17/11/2012
390.	Board minutes - Director Insurance	07/04/2014
391.	Board minutes - company shall not prepare business view in directors' report	30/09/2014
392.	Board minutes - Director Insurance	02/04/2015
393.	Board minutes – Approve Audit Reports	02/11/2015
394.	Resolution – Annual General Meeting	30/12/2015
395.	Board minutes - Director Insurance	14/04/2016
396.	Board minutes - Change of Bank Signatories	31/05/2016
397.	Board Resolution - Transfer of Shares	16/06/2016
398.	Board minutes – Approve Audit Reports	14/11/2016

399.	Board minutes – Approve Audit Reports	15/11/2017
400.	Board minutes - Change of Registered office	02/01/2018
401.	Sold and Bought Note – transfer from Wong Wing Tak to Som Kam Tim	22/09/2010
402.	Sold and Bought Note – transfer from Wong Wing Tak to Wong Che Kin	22/09/2010
403.	Sold and Bought Note – transfer from Som Kam Tim to Wong Chui Ha, Iris	06/11/2012
404.	Sold and Bought Note – transfer from Wong Che Kin to Prosperity One Limited	13/06/2016
(2) *333 Limited*		
405.	Form AR1 - Annual Return	07/05/2011
406.	Form D2A - Notification of Change of Secretary and Director (Appointment/Cessation)	01/07/2012
407.	Form NAR1 - Annual Return	07/05/2014
408.	Form NAR1 - Annual Return	07/05/2015
409.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (1)	01/04/2016
410.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (2)	01/04/2016
411.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (3)	01/04/2016
412.	Form NAR1 - Annual Return	07/05/2016
413.	Form NR1 – Notification of Change of Address of Registered Office	02/01/2018
414.	Certificate of Incorporation	07/05/2004
415.	Memorandum and Articles of Association of 333 Limited	07/05/2004
416.	Business Registration Certificate covering 7 May 2017 to 6 May 2018	27/04/2017
417.	Annex to Register of Members	Undated
418.	Statutory Book	23/06/2016
419.	Statutory Book (updated)	10/04/2018
420.	Board Resolution – Allotment of Shares	16/08/2004
421.	Board minutes - Incorporation	16/08/2004
422.	Board Resolution – Allotment of Shares	01/03/2005
423.	Board Resolution - Resignation of Director	17/03/2005
424.	Board Resolution - Appointment of Secretary	06/05/2005

425.	Board minutes – Tenancy Agreement in respect of Shop No. 432 Tsuen Wan Plaza	05/02/2009
426.	Board minutes - Authorised Signatories	30/04/2009
427.	Board minutes – Sale of Trade Mark Classic Choice	24/05/2012
428.	Board Resolution – Appointment of Director	01/07/2012
429.	Board Resolution – Resignation of Director	30/09/2012
430.	Board Resolution – Transfer of Shares	06/11/2012
431.	Board Resolution – Change of Bank Signatories	14/11/2012
432.	Board Resolution – Change of Registered Office	17/11/2012
433.	Board Resolution– Interim Dividend 2013	28/03/2013
434.	Special Resolution – company shall not prepare business view in directors' report	30/09/2014
435.	Board minutes – Approve Audit Reports	13/10/2015
436.	Resolution – Annual General Meeting	30/12/2015
437.	Board minutes – Change of Bank Signatories	31/05/2016
438.	Board Resolution – Transfer of Shares	16/06/2016
439.	Board minutes – Approve Audit Reports	14/11/2016
440.	Board minutes – Approve Audit Reports	15/11/2017
441.	Board minutes – Change of Registered Office	02/01/2018
442.	Sold and Bought Note – transfer from Company Kit Secretarial Services Limited to Wong Che Kin	16/08/2004
443.	Sold and Bought Note – transfer from Wu Wing Cheung, Hyphen to Wong Che Kin	02/08/2005
444.	Sold and Bought Note – transfer from Wong Wing Tak to Som Kam Tim	22/09/2010
445.	Sold and Bought Note – transfer from Wong Wing Tak to Wong Che Kin	22/09/2010
446.	Sold and Bought Note – transfer from Som Kam Tim to Wong Chui Ha, Iris	06/11/2012
447.	Sold and Bought Note – transfer from Wong Chui Ha, Iris to Prosperity One Limited	13/06/2016
(3) 555 Limited		
448.	Form AR1 - Annual Return	07/05/2012
449.	Form D2A - Notification of Change of Secretary and Director (Appointment/Cessation)	01/07/2012

450.	Form NAR1 - Annual Return	07/05/2014
451.	Form NAR1 - Annual Return	07/05/2015
452.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (1)	01/04/2016
453.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (2)	01/04/2016
454.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (3)	01/04/2016
455.	Form NAR1 - Annual Return	07/05/2016
456.	Form NAR1 - Annual Return	07/05/2017
457.	Form NR1 – Notification of Change of Address of Registered Office	02/01/2018
458.	Certificate of Incorporation	07/05/2004
459.	Memorandum and Articles of Association of 555 Limited	07/05/2004
460.	Business Registration Certificate covering 7 May 2017 to 6 May 2018	27/04/2017
461.	Annex to Register of Members	Undated
462.	Statutory Book	24/06/2016
463.	Statutory Book (updated)	10/04/2018
464.	Board minutes – Allotment of Shares	04/06/2004
465.	Board minutes - Incorporation	04/06/2004
466.	Board minutes – Resignation of Secretary	04/06/2004
467.	Board Resolution – Allotment of Shares	01/03/2005
468.	Board Resolution - Resignation of Director	17/03/2005
469.	Board Resolution - Appointment of Secretary	06/05/2005
470.	Board Resolution – Appointment of Director	01/07/2012
471.	Board minutes – Tenancy Agreement in respect of Shop Nos. 501-502 Tsz Wan Shan Shopping Centre	07/07/2012
472.	Board Resolution – Resignation of Director	30/09/2012
473.	Board Resolution– Transfer of Shares	06/11/2012
474.	Board minutes – Change of Bank Signatories	14/11/2012
475.	Board minutes – Change of Registered Office	17/11/2012
476.	Board Resolution – Interim Dividend 2013	28/03/2013
477.	Board minutes – Tenancy Agreement in respect of Shop No. 238-240	09/10/2013

	Metropolis Plaza	
478.	Board minutes – Tenancy Agreement in respect of Shop Nos. 439-441 of Tsuen Wan Plaza	24/12/2013
479.	Board minutes – Tenancy Agreement in respect of Shop C1 of Portion B of Basement Argyle Centre	11/03/2014
480.	Board Resolution – Interim Dividend 2014	28/03/2014
481.	Board minutes – company shall not prepare business view in directors' report	30/09/2014
482.	Board minutes – Approve Audit Reports	02/11/2015
483.	Resolution – Annual General Meeting	30/12/2015
484.	Board minutes – Tenancy Agreement in respect of Shop L1-1 V City	17/03/2016
485.	Board minutes – Change of Bank Signatories	31/05/2016
486.	Board Resolution – Transfer of Shares	16/06/2016
487.	Board minutes – Approve Audit Reports	14/11/2016
488.	Board minutes – Tenancy Agreement in respect of shop at the 2nd floor of Grand Place	26/11/2016
489.	Board minutes – Tenancy Agreement in respect of Shop L1-1 V City	10/02/2017
490.	Board minutes – Tenancy Agreement in respect of Shop C1 of Portion B of Basement Argyle Centre	26/06/2017
491.	Board minutes – Tenancy Agreement in respect of Shop No. G10B Whampoa Garden	10/07/2017
492.	Board minutes – Approve Audit Reports	15/11/2017
493.	Board minutes – Change of Registered Office	02/01/2018
494.	Board minutes – Tenancy Agreement in respect of Shop No. 410 Tsuen Wan Plaza	23/02/2018
495.	Sold and Bought Note – transfer from Company Kit Secretarial Services Limited to Wu Wing Cheung Hyphen	04/06/2004
496.	Sold and Bought Note – transfer from Wu Wing Cheung, Hyphen to Wong Che Kin	02/08/2005
497.	Sold and Bought Note – transfer from Wong Wing Tak to Som Kam Tim	19/08/2009
498.	Sold and Bought Note – transfer from Wong Wing Tak to Wong Che Kin	19/08/2009
499.	Sold and Bought Note – transfer from Som Kam Tim to Wong Chui Ha, Iris	06/11/2012
500.	Sold and Bought Note – transfer from Wong Che Kin to Prosperity One Limited	13/06/2016
(4) Aero Tech Limited		

501.	Form D2A - Notification of Change of Secretary and Director (Appointment/Cessation)	01/07/2012
502.	Form AR1 - Annual Return	03/02/2014
503.	Form NAR1 - Annual Return	03/02/2015
504.	Form NAR1 - Annual Return	03/02/2016
505.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (1)	01/04/2016
506.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (2)	01/04/2016
507.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (3)	01/04/2016
508.	Form NAR1 - Annual Return	03/02/2017
509.	Form NR1 – Notification of Change of Address of Registered Office	02/01/2018
510.	Form NAR1 - Annual Return	03/02/2018
511.	Certificate of Incorporation	03/02/2006
512.	Memorandum and Articles of Association of Aero Tech Limited	03/02/2006
513.	Business Registration Certificate covering 3 Feb 2018 to 2 Feb 2019	27/01/2018
514.	Annex to Register of Members	Undated
515.	Statutory Book	23/06/2016
516.	Statutory Book (updated)	10/04/2018
517.	Board Resolution – Incorporation	17/02/2006
518.	Board minutes – Final Dividend	15/12/2007
519.	Board minutes – Final Dividend	30/12/2007
520.	Board minutes – Bank Authorised Signatories	30/04/2009
521.	Board minutes – Dividend	31/12/2011
522.	Board Resolution – Appointment of Director	01/07/2012
523.	Board Resolution - Resignation of Director	30/09/2012
524.	Board Resolution – Transfer of Shares	06/11/2012
525.	Board Resolution – Change of Bank Signatories	14/11/2012
526.	Board Resolution – Change of Registered Office	17/11/2012
527.	Board Resolution – Change of Financial Year End Date	04/12/2014
528.	Board Resolution – Interim Dividend 2013	28/03/2013

529.	Board minutes – Tenancy Agreements in respect of Flats 501,503,505,527,917,1309,1311,1314,1318,1319 and 1320 Golden Industrial Building	13/05/2013
530.	Special Resolution – company shall not prepare business view in directors' report	30/09/2014
531.	Board minutes – Approve Audit Reports	02/11/2015
532.	Resolution – Annual General Meeting	30/12/2015
533.	Board Resolution – Deed of Assignment	29/03/2016
534.	Board minutes – Bank Authorised Signatories	31/05/2016
535.	Board Resolution – Transfer of Shares	16/06/2016
536.	Board minutes – Approve Audit Reports	14/11/2016
537.	Board minutes – Approve Audit Reports	15/11/2017
538.	Board minutes – Change of Registered Office	02/01/2018
539.	Sold and Bought Note – transfer from Company Kit Secretarial Services Limited to Wong Che Kin	17/02/2006
540.	Sold and Bought Note – transfer from Wong Wing Tak to Wong Che Kin	15/10/2010
541.	Sold and Bought Note – transfer from Som Kam Tim to Wong Chui Ha, Iris	06/11/2012
542.	Sold and Bought Note – transfer from Wong Chui Ha Iris to Prosperity One Limited	13/06/2016
(5) Dotco Limited		
543.	Form NAR1 - Annual Return	20/09/2014
544.	Form NAR1 - Annual Return	20/09/2015
545.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (1)	01/04/2016
546.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (2)	01/04/2016
547.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (3)	01/04/2016
548.	Form NAR1 - Annual Return	20/09/2016
549.	Form NAR1 - Annual Return	20/09/2017
550.	Form NR1 – Notification of Change of Address of Registered Office	02/01/2018
551.	Certificate of Incorporation	20/09/2006
552.	Memorandum and Articles of Association of Aero Tech Limited	20/09/2006

553.	Business Registration Certificate covering 20 Sep 2017 to 19 Sep 2018	26/08/2017
554.	Annex to Register of Members	Undated
555.	Statutory Book	24/06/2016
556.	Statutory Book (updated)	10/04/2018
557.	Board minutes – Tenancy Agreements in respect of Shop Units S33-34 Luk Yeung Galleria	06/12/2006
558.	Board minutes – Authorised Signatories	30/04/2009
559.	Board minutes – Tenancy Agreements in respect of Shop Units S33-34 Luk Yeung Galleria	04/05/2010
560.	Board Resolution – Appointment of Director	01/07/2012
561.	Board Resolution – Resignation of Director	30/09/2012
562.	Board Resolution – Transfer of Shares	06/11/2012
563.	Board Resolution – Change of Bank Signatories	14/11/2012
564.	Board Resolution – Change of Registered Office	17/11/2012
565.	Board Resolution – Interim Dividend 2013	28/03/2013
566.	Board Resolution – Interim Dividend 2014	28/03/2014
567.	Speciail Resolution – company shall not prepare business view in directors' report	30/09/2014
568.	Board minutes – Approve Audit Reports	02/11/2015
569.	Resolution – Annual General Meeting	30/12/2015
570.	Board minutes – Change of Bank Signatories	31/05/2016
571.	Board minutes – Tenancy Agreements in respect of Shop Units S33-34 Luk Yeung Galleria	09/06/2016
572.	Board Resolution – Transfer of Shares	16/06/2016
573.	Board minutes – Approve Audit Reports	14/11/2016
574.	Board minutes – Approve Audit Reports	15/11/2017
575.	Board minutes – Change of Registered Office	02/01/2018
576.	Sold and Bought Note – transfer from Company Kit Secretarial Services Limited to Wong Che Kin	08/11//2006
577.	Sold and Bought Note – transfer from Som Kam Tim to Wong Chui Ha, Iris	06/11/2012
578.	Sold and Bought Note – transfer from Wong Chui Ha Iris to Prosperity One Limited	13/06/2016

(6) Goody Limited		
579.	Form D1 – Notification of First Secretary and Directors	25/06/2003
580.	Form D2 – Notification of Changes of Secretary and Directors	25/06/2003
581.	Form D3 – Consent to Act as a Director	25/06/2003
582.	Form R1 – Notification of Situation of Registered Office	25/06/2003
583.	Appointment of first directors	28/06/2003
584.	Form SC1 – Return of Allotments	28/06/2003
585.	Form R1 – Notification of Situation of Registered Office	28/05/2004
586.	Form AR1 - Annual Return	05/06/2004
587.	Form AR1 - Annual Return	05/06/2005
588.	Form AR3 - Annual Return – Certificate of No Change	05/06/2006
589.	Form AR1 - Annual Return	05/06/2007
590.	Form AR3 - Annual Return – Certificate of No Change	05/06/2007
591.	Form AR3 - Annual Return – Certificate of No Change	05/06/2008
592.	Form R1 – Notification of Situation of Registered Office	12/11/2008
593.	Form D2A – Notification of Change of Secretary and Director (Appointment/ Cessation)	15/11/2008
594.	Form AR1 - Annual Return	05/06/2009
595.	Form R1 – Notification of Situation of Registered Office	01/07/2009
596.	Form AR1 - Annual Return	05/06/2010
597.	Form AR3 - Annual Return – Certificate of No Change	05/06/2011
598.	Form AR3 - Annual Return – Certificate of No Change	05/06/2012
599.	Form D2A – Notification of Change of Secretary and Director (Appointment/ Cessation)	01/07/2012
600.	Form D2A – Notification of Change of Secretary and Director (Appointment/ Cessation)	30/09/2012
601.	Form D2B – Notification of Change of Particulars of Secretary and Director	17/11/2012
602.	Form R1 – Notification of Situation of Registered Office	17/11/2012
603.	Form AR1 - Annual Return	05/06/2013
604.	Form NAR1 - Annual Return	05/06/2014
605.	Form NAR1 - Annual Return	05/06/2015

606.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (1)	01/04/2016
607.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (2)	01/04/2016
608.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (3)	01/04/2016
609.	Form NAR1 - Annual Return	05/06/2016
610.	Form NAR1 - Annual Return	05/06/2017
611.	Form NR1 – Notification of Change of Address of Registered Office	02/01/2018
612.	Certificate of Incorporation	05/06/2003
613.	Memorandum and Articles of Association of Goody Limited	05/06/2003
614.	Business Registration Certificate covering 5 Jun 2017 to 4 Jun 2018	25/05/2017
615.	Annex to Register of Members	Undated
616.	Statutory Book	23/06/2016
617.	Statutory Book (updated)	10/04/2018
618.	Board minutes – First meeting	25/06/2003
619.	Board minutes – Tenancy Agreements in respect of premises Ground Floor Spring Garden Lane	30/06/2003
620.	Board minutes – Purchase of Trade Mark Classic Choice	24/05/2012
621.	Board Resolution – Appointment of Director	01/07/2012
622.	Board Resolution – Resignation of Director	30/09/2012
623.	Board Resolution – Transfer of Shares	06/11/2012
624.	Board Resolution – Interim Dividend 2012	07/11/2012
625.	Board Resolution – Change of Bank Signatories	14/11/2012
626.	Board Resolution – Change of Registered Office	17/11/2012
627.	Board Resolution – Interim Dividend 2013	28/03/2013
628.	Special Resolution – company shall not prepare business view in directors' report	30/09/2014
629.	Board minutes – Approve Audit Reports	13/10/2015
630.	Resolution – Annual General Meeting	30/12/2015
631.	Board minutes – Change of Bank Signatories	31/05/2016
632.	Board Resolution – Transfer of Shares	16/06/2016

633.	Board minutes – Approve Audit Reports	14/11/2016
634.	Board minutes – Approve Audit Reports	15/11/2017
635.	Board minutes – Change of Registered Office	02/01/2018
636.	Sold and Bought Note – transfer from Company Kit Secretarial Services Limited to Wong Chui Ha, Iris	28/06/2003
637.	Sold and Bought Note – transfer from Company Kit Secretarial Services Limited to Wong Che Kin	28/06/2003
638.	Sold and Bought Note – transfer from Lee Kwan Cho, Eric to Wong Che Kin	02/01/2007
639.	Sold and Bought Note – transfer from Wong Wing Tak to Wong Che Kin	04/12/2008
640.	Sold and Bought Note – transfer from Wong Che Kin to Som Kam Tim	02/07/2009
641.	Sold and Bought Note – transfer from Som Kam Tim to Wong Chui Ha, Iris	06/11/2012
642.	Sold and Bought Note – transfer from Wong Chui Ha Iris to Prosperity One Limited	13/06/2016
(7) Hotex Limited		
643.	Form D2A – Notification of Change of Secretary and Director (Appointment/ Cessation)	01/08/2011
644.	Form AR1 - Annual Return	27/06/2012
645.	Form NAR1 - Annual Return	27/06/2014
646.	Form NAR1 - Annual Return	27/06/2015
647.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (1)	01/04/2016
648.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (2)	01/04/2016
649.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (3)	01/04/2016
650.	Form NAR1 - Annual Return	27/06/2016
651.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director	04/07/2016
652.	Form NAR1 - Annual Return	27/06/2017
653.	Form NR1 – Notification of Change of Address of Registered Office	02/01/2018
654.	Certificate of Incorporation	27/06/2003
655.	Memorandum and Articles of Association of Hotex Limited	27/06/2003
656.	Business Registration Certificate covering 27 Jun 2017 to 26 Jun 2018	25/05/2017

657.	Annex to Register of Members	Undated
658.	Statutory Book	23/06/2016
659.	Statutory Book (updated)	10/04/2018
660.	Board minutes – Bank Authorised Signatories	30/04/2009
661.	Board minutes – Dividend	15/12/2009
662.	Board minutes – Dividend	31/12/2009
663.	Board Resolution – Appointment of Director	01/08/2011
664.	Board minutes – Accounts Approval	06/08/2012
665.	Board Resolution – Resignation of Director	30/09/2012
666.	Board Resolution – Transfer of Shares	06/11/2012
667.	Board Resolution – Change of Bank Signatories	14/11/2012
668.	Board Resolution – Change of Registered Office	17/11/2012
669.	Board Resolution – Change of Financial Year End Date	04/12/2012
670.	Board Resolution – Interim Dividend 2013	28/03/2013
671.	Board minutes – Tenancy Agreement in respect of Shop Nos. G74-G75 & G82A Fortune City One	14/06/2013
672.	Board Resolution – Change of Authorised Person	01/07/2014
673.	Special Resolution – company shall not prepare business view in directors' report	30/09/2014
674.	Board Resolution – Approve Audit Reports	17/12/2015
675.	Resolution – Annual General Meeting	30/12/2015
676.	Board minutes – Change of Bank Signatories	31/05/2016
677.	Board minutes – Tenancy Agreement in respect of Shop Nos. G74-G75 & G82A Fortune City One	02/06/2016
678.	Board Resolution – Transfer of Shares	16/06/2016
679.	Board minutes – Tenancy Agreement in respect of Shop 5P320 Terminal 2	20/06/2016
680.	Board minutes – Offer Letter in respect of Shop No. 115 CDW Building	02/11/2016
681.	Board minutes – Approve Audit Reports	14/11/2016
682.	Board minutes – Tenancy Agreement in respect of Shop No. 115 CDW Building	28/12/2016
683.	Board minutes – Closure of bank accounts	03/01/2017
684.	Board minutes – Lease in respect of Shop Nos. 3043-3044 Sunshine City	03/11/2017

	Plaza	
685.	Board minutes – Lease in respect of Shop G501-503 Square Mile	03/11/2017
686.	Board minutes – Approve Audit Reports	15/11/2017
687.	Board minutes – Change of Registered Office	02/01/2018
688.	Sold and Bought Note – transfer from Company Kit Secretarial Services Limited to Wong Che Kin	29/10//2003
689.	Sold and Bought Note – transfer from Company Kit Secretarial Services Limited to Wu Wing Cheung, Hyphen	29/10//2003
690.	Sold and Bought Note – transfer from Wong Wing Tak to Som Kam Tim	15/10/2010
691.	Sold and Bought Note – transfer from Wong Wing Tak to Wong Che Kin	15/10/2010
692.	Sold and Bought Note – transfer from Som Kam Tim to Wong Chui Ha, Iris	06/11/2012
693.	Sold and Bought Note – transfer from Wong Che Kin to Prosperity One Limited	13/06/2016
(8) Printech Corporation Limited		
694.	Form AR1 - Annual Return	24/01/2011
695.	Form D2A – Notification of Change of Secretary and Director (Appointment/ Cessation)	01/08/2011
696.	Form AR1 - Annual Return	24/01/2014
697.	Form NAR1 - Annual Return	24/01/2015
698.	Form NAR1 - Annual Return	24/01/2016
699.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (1)	01/04/2016
700.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (2)	01/04/2016
701.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (3)	01/04/2016
702.	Form NAR1 - Annual Return	24/01/2017
703.	Form NR1 – Notification of Change of Address of Registered Office	02/01/2018
704.	Form NAR1 - Annual Return	24/01/2018
705.	Certificate of Incorporation	24/01/2008
706.	Memorandum and Articles of Association of Printech Corporation Limited	24/01/2008
707.	Business Registration Certificate covering 24 Jan 2018 to 23 Jan 2019	18/01/2018
708.	Annex to Register of Members	Undated

709.	Statutory Book	24/06/2016
710.	Statutory Book (updated)	10/04/2018
711.	Board Resolution – Appointment of Director	01/08/2011
712.	Board Resolution – Resignation of Director	30/09/2012
713.	Board Resolution – Transfer of Shares	06/11/2012
714.	Board Resolution – Change of Bank Signatories	14/11/2012
715.	Board Resolution – Change of Registered Office	17/11/2012
716.	Board minutes – Tenancy Agreement in respect of Shops Nos. 537-538 Tai Po Mega Mall	18/02/2013
717.	Board Resolution – Interim Dividend 2013	28/03/2013
718.	Board Resolution – Interim Dividend 2014	28/03/2014
719.	Board minutes – Tenancy Agreement in respect of Shop No. t2 Kornhill Plaza	01/09/2014
720.	Special Resolution– company shall not prepare business view in directors' report	30/09/2014
721.	Board Resolution – Interim Dividend 2015	27/03/2015
722.	Board minutes – Tenancy Agreement in respect of Shop "A" at 9 Po Lun Street	18/09/2015
723.	Board minutes – Approve Audit Reports	02/11/2015
724.	Board minutes – Tenancy Agreement in respect of Shop No. 101C Tai Wo Plaza	12/11/2015
725.	Resolution – Annual General Meeting	30/12/2015
726.	Board minutes – Tenancy Agreement in respect of Shop 55-58 Ocean Walk	29/03/2016
727.	Board minutes – Change of Bank Signatories	31/05/2016
728.	Board Resolution – Transfer of Shares	16/06/2016
729.	Board minutes – Approve Audit Reports	14/11/2016
730.	Board minutes – Closure of bank accounts	03/01/2017
731.	Board minutes – Approve Audit Reports	15/11/2017
732.	Board minutes – Change of Registered Office	02/01/2018
733.	Sold and Bought Note – transfer from Company Kit Secretarial Services Limited to Wong Che Kin	15/02/2018
734.	Sold and Bought Note – transfer from Som Kam Tim to Wong Chui Ha, Iris	06/11/2012
735.	Sold and Bought Note – transfer from Wong Chui Ha, Iris to Prosperity One	13/06/2016

	Limited	
(9) Prosino Limited		
736.	Form D2A – Notification of Change of Secretary and Director (Appointment/ Cessation)	01/07/2012
737.	Form NAR1 - Annual Return	15/06/2014
738.	Form NAR1 - Annual Return	15/06/2015
739.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (1)	01/04/2016
740.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (2)	01/04/2016
741.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (3)	01/04/2016
742.	Form NAR1 - Annual Return	15/06/2016
743.	Form NAR1 - Annual Return	15/06/2017
744.	Form NR1 – Notification of Change of Address of Registered Office	02/01/2018
745.	Certificate of Incorporation	15/06/2006
746.	Memorandum and Articles of Association of Prosino Limited	15/06/2006
747.	Business Registration Certificate covering 15 Jun 2017 to 14 Jun 2018	25/05/2017
748.	Annex to Register of Members	Undated
749.	Statutory Book	24/06/2016
750.	Statutory Book (updated)	10/04/2018
751.	Board minutes – Appointment of Secretary	30/06/2006
752.	Board minutes – Appointment of First Directors	30/06/2006
753.	Board Resolution – Incorporation	30/06/2006
754.	Board Resolution – Allotment of Shares	19/07/2006
755.	Board minutes – Final Dividend	28/12/2007
756.	Board Resolution – Appointment of Director	01/07/2012
757.	Board Resolution – Resignation of Director	30/09/2012
758.	Board Resolution – Transfer of Shares	06/11/2012
759.	Board Resolution – Change of Bank Signatories	14/11/2012
760.	Board Resolution – Change of Registered Office	17/11/2012
761.	Board Resolution – Change of Financial Year End Date	04/12/2012

762.	Board Resolution – Interim Dividend 2013	28/03/2013
763.	Board minutes – Tenancy Agreements in respect of Shop unit 101 Citylink Plaza	09/04/2013
764.	Board Resolution – Interim Dividend 2014	28/03/2014
765.	Special Resolution – company shall not prepare business view in directors' report	30/09/2014
766.	Board Resolution – Interim Dividend 2015	28/03/2015
767.	Board minutes – Tenancy Agreements in respect of Shop unit 101 Citylink Plaza	26/06/2015
768.	Board minutes – Approve Audit Reports	02/11/2015
769.	Resolution – Annual General Meeting	30/12/2015
770.	Board Resolution – Disposal of Property No.1313 Golden Industrial Building	31/03/2016
771.	Board Resolution – Interim Dividend 2016	31/03/2016
772.	Shareholders' Resolution – CTBC Bank Facility	30/05/2016
773.	Board minutes – Partial Release	30/05/2016
774.	Board Resolution – Sold Property No.1313 Golden Industrial Building	30/05/2016
775.	Board minutes – Alteration of the Articles of Association	30/05/2016
776.	Board minutes – Change of Bank Signatories	31/05/2016
777.	Board Resolution – Transfer of Shares	16/06/2016
778.	Board minutes – Closure of Bank Account	16/08/2016
779.	Board minutes – Approve Audit Reports	14/11/2016
780.	Board minutes – Approve Audit Reports	15/11/2017
781.	Board minutes – Change of Registered Office	02/01/2018
782.	Sold and Bought Note – transfer from Company Kit Secretarial Services Limited to Wong Che Kin	19/07/2006
783.	Sold and Bought Note – transfer from Wong Wing Tak to Wong Che Kin	19/08/2009
784.	Sold and Bought Note – transfer from Som Kam Tim to Wong Chui Ha, Iris	06/11/2012
785.	Sold and Bought Note – transfer from Wong Chui Ha Iris to Prosperity One Limited	13/06/2016
(10) Richfield Development Limited		
786.	Form NAR1 - Annual Return	26/06/2014
787.	Form NAR1 - Annual Return	26/06/2015

788.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (1)	01/04/2016
789.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (2)	01/04/2016
790.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (3)	01/04/2016
791.	Form NAR1 - Annual Return	26/06/2016
792.	Form NAR1 - Annual Return	26/06/2017
793.	Form NR1 – Notification of Change of Address of Registered Office	02/01/2018
794.	Certificate of Incorporation	26/06/1998
795.	Memorandum and Articles of Association of Richfield Development Limited	26/06/1998
796.	Business Registration Certificate covering 26 Jun 2017 to 25 Jun 2018	25/05/2017
797.	Annex to Register of Members	Undated
798.	Statutory Book	24/06/2016
799.	Statutory Book (updated)	10/04/2018
800.	Board minutes – Extraordinary General Meeting	22/08/1998
801.	Board minutes – Incorporation	22/08/1998
802.	Board minutes – Allotment of Shares	24/08/1998
803.	Extraordinary General Meeting Minutes	24/08/1998
804.	Board minutes – Tenancy Agreements in respect of Shop No. 13 New Town Plaza	22/01/1999
805.	Board minutes – Tenancy Agreements in respect of Shop No. 279 New Town Plaza	01/08/2000
806.	Board minutes – Tenancy Agreements in respect of Shop No. 277 New Town Plaza	01/12/2001
807.	Board minutes – Tenancy Agreements in respect of Shop Nos. 3256 and 3258 Tuen Mun Town Plaza	15/05/2006
808.	Board Resolution – Transfer of Shares	19/07/2007
809.	Board Resolution – Change of Registered Office	10/01/2013
810.	Special Resolution – company shall not prepare business view in directors' report	30/09/2014
811.	Board minutes – Approve Audit Reports	16/11/2015
812.	Resolution – Annual General Meeting	30/12/2015
813.	Board Resolution – Disposal of Property No.1312 Golden Industrial Building	31/03/2016

814.	Board Resolution – Interim Dividend 2016	31/03/2016
815.	Board minutes – Partial Release	30/05/2016
816.	Board minutes – Sold Property No.1312 Golden Industrial Building	30/05/2016
817.	Board minutes – Alteration of the Articles of Association	30/05/2016
818.	Board minutes – Change of Bank Signatories	31/05/2016
819.	Board Resolution – Transfer of Shares	16/06/2016
820.	Board minutes – Approve Audit Reports	14/11/2016
821.	Board minutes – Approve Audit Reports	15/11/2017
822.	Board minutes – Change of Registered Office	02/01/2018
823.	Sold and Bought Note – transfer from Smart Registrations Limited to Hui Pak Nin	24/08/1998
824.	Sold and Bought Note – transfer from New Way Secretarial Services Limited to Wong Che Kin	24/08/1998
825.	Sold and Bought Note – transfer from Wong Siu Wan to Wong Chui Ha, Iris	19/07/2007
826.	Sold and Bought Note – transfer from Hui Pak Nin to Wong Chui Ha, Iris	26/03/2010
827.	Sold and Bought Note – transfer from Wong Siu Ling to Wong Che Kin	26/03/2010
828.	Sold and Bought Note – transfer from Wong Chui Ha Iris to Prosperity One Limited	13/06/2016
(11) Sydney Limited		
829.	Form D2A – Notification of Change of Secretary and Director (Appointment/ Cessation)	01/08/2011
830.	Form AR1 - Annual Return	18/01/2014
831.	Form NAR1 - Annual Return	18/01/2015
832.	Form NAR1 - Annual Return	18/01/2016
833.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (1)	01/04/2016
834.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (2)	01/04/2016
835.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (3)	01/04/2016
836.	Form NAR1 - Annual Return	18/01/2017
837.	Form NR1 – Notification of Change of Address of Registered Office	02/01/2018
838.	Form NAR1 - Annual Return	18/01/2018

839.	Certificate of Incorporation	18/01/2007
840.	Memorandum and Articles of Association of Sydney Limited	18/01/2007
841.	Business Registration Certificate covering 18 Jan 2018 to 17 Jan 2019	18/01/2018
842.	Annex to Register of Members	Undated
843.	Statutory Book	23/06/2016
844.	Statutory Book (updated)	10/04/2018
845.	Board minutes – Authorized Signatories	30/04/2009
846.	Board Resolution – Appointment of Director	01/09/2011
847.	Board minutes – Tenancy Agreements in respect of Shop no. 114A New Jade Shopping Arcade	19/06/2012
848.	Board Resolution – Resignation of Director	30/09/2012
849.	Board Resolution – Transfer of Shares	06/11/2012
850.	Board minutes – Tenancy Agreements in respect of Shop No. 1103 Commercial Centre I	07/11/2012
851.	Board Resolution – Change of Bank Signatories	14/11/2012
852.	Board Resolution – Change of Registered Office	17/11/2012
853.	Board Resolution – Interim Dividend 2013	28/03/2013
854.	Board Resolution – Interim Dividend 2014	28/03/2014
855.	Board minutes – Tenancy Agreements in respect of Shop no. 114A New Jade Shopping Arcade	21/07/2014
856.	Special Resolution – company shall not prepare business view in directors' report	30/09/2014
857.	Board minutes – Change of Authorised Person	24/11/2014
858.	Board minutes – Interim Dividend 2015	28/03/2015
859.	Board minutes – Tenancy Agreements in respect of Shop 2 Aberdeen Centre	03/08/2015
860.	Board Resolution – Approve Audit Reports	11/11/2015
861.	Resolution – Annual General Meeting	30/12/2015
862.	Board Resolution– Deed of Assignment	29/03/2016
863.	Board Resolution – Interim Dividend 2016	29/03/2016
864.	Board minutes – Change of Bank Signatories	31/05/2016
865.	Board Resolution – Transfer of Shares	16/06/2016
866.	Board minutes – Approve Audit Reports	14/11/2016

867.	Board minutes – Tenancy Agreements in respect of Shop Nos. A, B & C With yards Scenic Horizon	19/01/2017
868.	Board minutes – Tenancy Agreements in respect of Shop no. 114A New Jade Shopping Arcade	11/07/2017
869.	Board minutes – Approve Audit Reports	15/11/2017
870.	Board minutes – Change of Registered Office	02/01/2018
871.	Sold and Bought Note – transfer from Company Kit Secretarial Services Limited to Wong Che Kin	09/02/2007
872.	Sold and Bought Note – transfer from Som Kam Tim to Wong Chui Ha, Iris	06/11/2012
873.	Sold and Bought Note – transfer from Wong Chui Ha Iris to Prosperity One Limited	13/06/2016
(12) Tri-Pros Limited		
874.	Form D2A – Notification of Change of Secretary and Director (Appointment/ Cessation)	01/08/2011
875.	Form AR1 - Annual Return	24/02/2012
876.	Form NAR1 - Annual Return	24/02/2014
877.	Form NAR1 - Annual Return	24/02/2015
878.	Form NAR1 - Annual Return	24/02/2016
879.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (1)	01/04/2016
880.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (2)	01/04/2016
881.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (3)	01/04/2016
882.	Form NAR1 - Annual Return	24/02/2017
883.	Form NR1 – Notification of Change of Address of Registered Office	02/01/2018
884.	Certificate of Incorporation	24/02/2009
885.	Memorandum and Articles of Association of Tri-Pros Limited	24/02/2009
886.	Business Registration Certificate covering 24 Feb 2018 to 23 Feb 2019	27/01/2018
887.	Annex to Register of Members	Undated
888.	Statutory Book	24/06/2016
889.	Statutory Book (updated)	10/04/2018
890.	Board Resolution – Allotment of Shares	04/05/2010

891.	Board Resolution – Appointment of Director	04/05/2010
892.	Board minutes – Tenancy Agreement in respect of Shop Nos. 001-002 and 064 Yuen Long Plaza	29/05/2012
893.	Board minutes – Tenancy Agreement in respect of Shop Nos. 001-002 and 064 Yuen Long Plaza	15/06/2012
894.	Board Resolution – Resignation of Director	30/09/2012
895.	Board Resolution – Transfer of Shares	06/11/2012
896.	Board Resolution – Change of Bank Signatories	14/11/2012
897.	Board Resolution – Change of Registered Office	17/11/2012
898.	Board minutes – Tenancy Agreements in respect of Shop No. 009A Uptown Plaza	25/02/2013
899.	Board Resolution – Interim Dividend 2013	28/03/2013
900.	Board Resolution– Interim Dividend 2014	28/03/2014
901.	Board minutes – Tenancy Agreement in respect of Shop Nos. G271-276 Amoy Plaza	05/06/2014
902.	Board minutes – Tenancy Agreement in respect of Food Stall No. 9 Hysan Place	26/06/2014
903.	Special Resolution – company shall not prepare business view in directors' report	30/09/2014
904.	Board minutes – Tenancy Agreements in respect of Shop No. 009A Uptown Plaza	16/03/2015
905.	Board Resolution – Interim Dividend 2015	27/03/2015
906.	Board minutes – Tenancy Agreements in respect of Shop 1 and Shop 2 Fuk Tak Building	17/07/2015
907.	Board Resolution – Approve Audit Reports	11/11/2015
908.	Resolution – Annual General Meeting	30/12/2015
909.	Board Resolution – Deed of Assignment	29/03/2016
910.	Board Resolution – Interim Dividend 2016	29/03/2016
911.	Board minutes – Tenancy Agreements in respect of Shop Nos. 235-236 Plaza Hollywood	23/05/2016
912.	Board minutes – Change of Bank Signatories	31/05/2016
913.	Letter from Philip Poon & Partners CPA Limited - Resignation as auditors	14/06/2016
914.	Board Resolution – Transfer of Shares	16/06/2016
915.	Board minutes – Approve Audit Reports	14/11/2016

916.	Board minutes – Tenancy Agreements in respect of Shop No. 009A Uptown Plaza	23/01/2017
917.	Board minutes – Tenancy Agreements in respect of Shop Nos. G271-275 Amoy Plaza	10/02/2017
918.	Board minutes – Approve Audit Reports	15/11/2017
919.	Board minutes – Change of Registered Office	02/01/2018
920.	Sold and Bought Note – transfer from Company Kit Secretarial Services Limited to Wong Che Kin	19/03/2009
921.	Sold and Bought Note – transfer from Som Kam Tim to Wong Chui Ha, Iris	06/11/2012
922.	Sold and Bought Note – transfer from Wong Chui Ha Iris to Prosperity One Limited	13/06/2016
(13) Unlimit Limited		
923.	Form AR1 - Annual Return	15/03/2008
924.	Form AR3 – Certificate of No Change	16/03/2012
925.	Form D2A – Notification of Change of Secretary and Director (Appointment/ Cessation)	31/07/2012
926.	Form NAR1 - Annual Return	15/03/2014
927.	Form NAR1 - Annual Return	15/03/2015
928.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (1)	01/04/2016
929.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (2)	01/04/2016
930.	Form ND2B – Notice of Change in Particulars of Company Secretary and Director (3)	01/04/2016
931.	Form NAR1 - Annual Return	15/03/2017
932.	Form NR1 – Notification of Change of Address of Registered Office	02/01/2018
933.	Certificate of Incorporation	15/03/2007
934.	Memorandum and Articles of Association of Unlimit Limited	15/03/2007
935.	Business Registration Certificate covering 15 Mar 2018 to 14 Mar 2019	09/03/2018
936.	Business Registration Certificate covering 15 Mar 2012 to 14 Mar 2013	24/02/2012
937.	Annex to Register of Members	Undated
938.	Statutory Book	24/06/2016
939.	Statutory Book (updated)	10/04/2018

940.	Board minutes – Allot Tenancy Agreements in respect of Shop No. 2018 Metro City Phase II	20/09/2007
941.	Board minutes – Authorized Signatories	30/04/2009
942.	Board Resolution – Appointment of Director	01/07/2012
943.	Board minutes – Allot Tenancy Agreements in respect of Shops 2086-87 Metro City Phase II	26/07/2012
944.	Board Resolution – Resignation of Director	30/09/2012
945.	Board Resolution – Transfer of Shares	06/11/2012
946.	Board Resolution – Change of Bank Signatories	14/11/2012
947.	Board Resolution – Change of Registered Office	17/11/2012
948.	Board Resolution – Interim Dividend 2013	28/03/2013
949.	Board Resolution – Interim Dividend 2014	28/03/2014
950.	Special Resolution – company shall not prepare business view in directors' report	30/09/2014
951.	Board Resolution – Interim Dividend 2015	27/03/2015
952.	Board minutes –Tenancy Agreements in respect of Shops 2086-87 Metro City Phase II	14/09/2015
953.	Board minutes – Approve Audit Reports	02/11/2015
954.	Resolution – Annual General Meeting	30/12/2015
955.	Board Resolution – Deed of Assignment	29/03/2016
956.	Board Resolution – Interim Dividend 2016	29/03/2016
957.	Board minutes – Change of Bank Signatories	31/05/2016
958.	Board Resolution – Transfer of Shares	16/06/2016
959.	Board minutes – Approve Audit Reports	14/11/2016
960.	Board minutes – Approve Audit Reports	15/11/2017
961.	Board minutes – Change of Registered Office	02/01/2018
962.	Board minutes –Tenancy Agreements in respect of Shops 2086-87 Metro City Phase II	15/01/2018
963.	Sold and Bought Note – transfer from Company Kit Secretarial Services Limited to Wong Che Kin	30/40/2007
964.	Sold and Bought Note – transfer from Som Kam Tim to Wong Chui Ha, Iris	06/11/2012
965.	Sold and Bought Note – transfer from Wong Chui Ha Iris to Prosperity One Limited	13/06/2016

(14) Food Wise Holdings Limited		
966.	Form NN1 – Application for Registration as Registered Non-Hong Kong Company	25/04/2016
967.	Form NN6 – Return of Change of Company Secretary and Director of Registered Non-Hong Kong Company (Appointment/ Cessation)	22/06/2016
968.	Form NN5 – Return of Change in the Charter, Statutes or Memorandum etc. of Registered Non-Hong Kong Company	17/10/2016
969.	Form NN10 – Return of Alteration of Corporate Name of Registered Non-Hong Kong Company	17/10/2016
970.	Form NN6 - Return of Change of Company Secretary and Director of Registered Non-Hong Kong Company (Appointment/ Cessation)	10/11/2016
971.	Form NN5 – Return of Change in the Charter, Statutes or Memorandum etc. of Registered Non-Hong Kong Company	29/11/2016
972.	Form NN7 – Return of Change in Particulars of Company Secretary and Director of Registered Non-Hong Kong Company	20/04/2017
973.	Form NN3 – Annual Return of Registered Non-Hong Kong Company	23/05/2017
974.	Form NN9 – Return of Change of Address of Registered Non-Hong Kong Company	18/12/2017
975.	Certificate of Incorporation (Cayman Island)	14/04/2016
976.	Memorandum of Association of Food Wise Holdings Limited (Cayman Island)	14/04/2016
977.	Articles of Association of Food Wise Holdings Limited (Cayman Island)	14/04/2016
978.	Written Resolutions of the Subscriber to the Memorandum of Association	14/04/2016
979.	Tax Exemption Certificate (Cayman Island)	17/05/2016
980.	Certificate of Incorporation on Adoption of Dual Foreign Name (Cayman Island)	18/10/2016
981.	Amended and Restated Memorandum of Association of Food Wise Holdings Limited (Cayman Island)	18/10/2016
982.	Secretary's Certificate (Cayman Island)	17/10/2016
983.	Certificate of Incorporation (Hong Kong)	23/05/2016
984.	Certificate of Incorporation (Hong Kong)	02/11/2016
985.	Business Registration Certificate covering 14 Apr 2018 to 13 Apr 2019	28/03/2018
986.	Amended and Restated Memorandum of Association of Food Wise Holdings Limited	29/11/2016
987.	Written Resolutions – Incorporation	14/04/2016

988.	Written Resolutions – Establish a place of business in Hong Kong	14/04/2016
989.	Written Resolutions – A1 Submission	10/06/2016
990.	Special Resolutions – Adoption of Dual Foreign Name	14/10/2016
991.	Written Resolutions – HKEx ESS	07/11/2016
992.	Written Resolutions – Transfer of Shares	07/11/2016
993.	Long Board Meeting Minutes	08/11/2016
994.	Board Minutes – Adopt the Policies	08/11/2016
995.	Shareholders Resolutions	08/11/2016
996.	Board Meeting Minutes	24/11/2016
997.	Audit Committee Meeting Minutes	29/11/2016
998.	Board Meeting Minutes	29/11/2016
999.	Audit Committee Meeting Minutes	29/03/2017
1000.	Board Meeting Minutes	29/03/2017
1001.	Audit Committee Meeting Minutes	28/06/2017
1002.	Board Meeting Minutes	28/06/2017
1003.	Nomination Committee Meeting Minutes	28/06/2017
1004.	Remuneration Committee Meeting Minutes	28/06/2017
1005.	Shareholders Meeting Minutes	30/08/2017
1006.	Board Meeting Minutes	28/09/2017
1007.	Audit Committee Meeting Minutes	29/11/2017
1008.	Board Meeting Minutes	29/11/2017
1009.	Instrument of Transfer – transfer of Prosperity One Limited from Blaze Forum Limited to Food Wise Holdings Limited	07/11/2017
1010.	Instrument of Transfer – transfer of Prosperity One Limited from Pioneer Vantage Global Limited to Food Wise Holdings Limited	07/11/2017
(15) Prosperity One Limited		
1011.	Certificate of Incorporation (BVI)	13/09/2016
1012.	Memorandum and Articles of Association of Prosperity One Limited (BVI)	13/09/2016
1013.	Certificate of Guarantee of Quality	23/03/2016
1014.	Appointment of First Director(s)	06/04/2016
1015.	First Directors' Minutes	06/04/2016

1016.	Application for Shares (Blaze Forum)	06/04/2016
1017.	Application for Shares (Pioneer Vantage)	06/04/2016
1018.	Consent to act as Director (Wong Chui Ha Iris)	06/04/2016
1019.	Consent to act as Director (Wong Che Kin)	06/04/2016
1020.	Board Minutes – Transfer of Shares	07/11/2016
1021.	Register of Members	Undated
(16) Kinetic Warehouse (HK) Limited		
1022.	NAR1 – Annual Return	28/06/2015
10.1 Insurance		
1023.	Debit Note for Policy No. WWC-DI17-02493 covering 29/11/2017 – 28/11/2018 - Situation: 1) Shop Room 503, 505 & 527, 917, 1318 & 1320 & 1309, Golden Industrial Building; 2) Room 904, Join-in Hang Sing Centre (A01) - Insured: 111 Limited - Insurer: Sompo Insurance (Hong Kong) Co., Ltd.	12/12/2017
1024.	Debit Note for Policy No. FOC-DI17-00224 covering 29/11/2017 – 28/11/2018 - Situation: 1) Room 1318 & 1320, 1309, Golden Industrial Building; 2) Room 904. Join-in Hang Sing Centre (A03) - Insured: Aero Tech Limited - Insurer: Sompo Insurance (Hong Kong) Co., Ltd.	12/12/2017
1025.	Fire Insurance Renewal Notice for Policy No. 1-F011295-FFF-R001 covering 15/04/2018 – 14/04/2019 - Situation: Room 1314 Golden Industrial Building (A03) - Insured: Aero Tech Limited - Insurer: QBE Hongkong & Shanghai Insurance Limited	10/02/2018
1026.	Debit Note for Policy No. 1-L0027558-PLB-R011 covering 14/10/2017 – 13/10/2018 - Situation: Room 501,503,505,527 & 1313 Golden Industrial Building (A03) - Insured: Aero Tech Limited - Insurer: QBE Hongkong & Shanghai Insurance Limited	12/10/2017
1027.	Premium Receipt for Policy No. HK22007252 covering 23/03/2017 – 22/03/2018 - Situation: Shop No. 115 CDW Building (H02) - Insured: Hotex Limited &/or Five Spice – CDW Building &/or 111 Limited	28/04/2017

	- Insurer: AIG Insurance Hong Kong Limited	
1028.	Notice of Insurance for Policy No. HK22007252/1 covering 23/03/2018 – 22/03/2019 - Situation: Shop No. 115 CDW Building (H02) - Insured: Hotex Limited &/or Five Spice – CDW Building &/or 111 Limited - Insurer: AIG Insurance Hong Kong Limited	23/03/2018
1029.	Premium Receipt for Policy No. SSPB006216 covering 20/09/2017 – 19/09/2018 - Situation: Shop 2, G/F, Aberdeen Centre (S07) - Insured: Sydney Limited owned by Prosino Limited/ 111 Limited - Insurer: AIG Insurance Hong Kong Limited	02/11/2017
1030.	Debit Note for Policy No. HK22003590 covering 14/06/2017 – 13/06/2018 - Situation: Shop No. 2086 & 2087, Phase II, Metro City(S09) - Insured: Unlimit Limited &/or 111 Limited - Insurer: AIG Insurance Hong Kong Limited	30/06/2017
1031.	Debit Note for Policy No. HK22008466 covering 01/11/2017 – 31/10/2018 - Situation: Shop 33-34, 2/F, Luk Yeung Sun Chuen (S10) - Insured: Dotco Limited &/or 111 Limited - Insurer: AIG Insurance Hong Kong Limited	24/11/2017
1032.	Debit Note for Policy No. HBBP501441/17 covering 23/04/2017 – 22/04/2018 - Situation: Shop 440-441, Tsuen Wan Plaza (S12) - Insured: 555 Limited/ 111 Limited/ Viet's Choice Classic Choice - Insurer: Chubb Insurance Hong Kong Limited	25/05/2017
1033.	Debit Note for Policy No. SSPB006214 covering 16/09/2017 – 15/09/2018 - Situation: No. 114A, New Jade Garden Shopping Arcade (S14) - Insured: Sydney Limited &/or 111 Limited - Insurer: AIG Insurance Hong Kong Limited	02/11/2017
1034.	Debit Note for Policy No. HBBP000072/17 covering 30/04/2017 – 29/04/2018 - Situation: Shop No. 1103, Lok Fu Plaza (S16) - Insured: Sydney Limited trading as Viet's Choice &/or 111 Limited - Insurer: Chubb Insurance Hong Kong Limited	25/05/2017
1035.	Debit Note for Policy No. HBBP501754/17 covering 02/08/2017 – 01/08/2018 - Situation: Shop No. 009A, Level 1, Uptown Plaza (S18) - Insured: Tri-Pros Limited trading as Viet's Choice Uptown Plaza - Insurer: Chubb Insurance Hong Kong Limited	14/09/2017
1036.	Debit Note for Policy No. SSPB004918 covering 11/08/2017 – 10/08/2018	24/08/2017

	- Situation: Shop 235-236, Plaza Hollywood (S19) - Insured: Tri-Pros Limited &/or 111 Limited trading as Viet's Choice - Insurer: AIG Insurance Hong Kong Limited	
1037.	Debit Note for Policy No. SSPB005938 covering 28/06/2017 – 27/06/2018 - Situation: Shop Nos. S55-S58, Ocean Walk (S21) - Insured: Printech Corporation Limited &/or 111 Limited - Insurer: AIG Insurance Hong Kong Limited	14/09/2017
1038.	Debit Note for Policy No. HK22001399 covering 14/08/2017 – 13/08/2018 - Situation: Shop G74 – G75 & G82A, Fortune City One (S25) - Insured: Hotex Limited &/or 111 Limited trading as Viet's Choice – City One Shatin - Insurer: AIG Insurance Hong Kong Limited	12/10/2017
1039.	Debit Note for Policy No. HBBP502171 covering 01/12/2017 – 30/11/2018 - Situation: Shop 5P320 Passenger Terminal 2 (S26) - Insured: Hotex Limited trading as Viet's Choice (Airport branch) &/or 111 Limited - Insurer: Chubb Insurance Hong Kong Limited	20/12/2017
1040.	Debit Note for Policy No. 01-B0075896-BIZ-R003 covering 01/01/2018 – 31/12/2018 - Situation: Shop C1 of the portion B of basement, Argyle Centre (S27) - Insured: 555 Limited &/or 111 Limited - Insurer: QBE Hongkong & Shanghai Insurance Limited	29/12/2017
1041.	Debit Note for Policy No. HK22006824 covering 18/10/2017 – 17/10/2018 - Situation: Shop Nos. G271-275, Amoy Plaza (S29) - Insured: Tri-Pros Limited &/or Viet's Choice – Amoy &/or 111 Limited - Insurer: AIG Insurance Hong Kong Limited	14/12/2017
1042.	Debit Note for Policy No. HK22004285 covering 30/09/2017 – 29/09/2018 - Situation: Shop No. 1 & 2, G/F, Fuk Tak Building (S31) - Insured: Tri-Pros Limited trading as Viet's Choice – Yuen Long &/or 111 Limited - Insurer: AIG Insurance Hong Kong Limited	02/1102017
1043.	Debit Note for Policy No. HBBP500168/17 covering 16/11/2017 – 15/11/2018 - Situation: G/F, Shop A, The Office Building Situate (S32) - Insured: Printech Corporation Limited trading as Viet's Choice – Po Lun Street - Insurer: Chubb Insurance Hong Kong Limited	08/12/2017
1044.	Debit Note for Policy No. HBBP500373/18 covering 29/01/2018 – 28/01/2019	09/02/2018

	- Situation: Shop No. 101C, Tai Wo Plaza (S33) - Insured: Printech Corporation Limited &/or 111 Limited - Insurer: Chubb Insurance Hong Kong Limited	
1045.	Debit Note for Policy No. SSPB005423 covering 25/12/2017 – 24/12/2018 - Situation: Shop Nos. 3,4 & 5, Level 1, South Wing, Trend Plaza (S34) - Insured: 555 Limited &/or 111 Limited - Insurer: AIG Insurance Hong Kong Limited	19/01/2018
1046.	Notice of Insurance for Policy No. HK22006927 covering 13/01/2018 – 12/01/2019 - Situation: 2nd Floor of Grand Place (S35) - Insured: 555 Limited &/or Viet's Choice &/or 111 Limited - Insurer: AIG Insurance Hong Kong Limited	30/01/2018
1047.	Debit Note for Policy No. HBBP501435/17 covering 13/04/2017 – 12/04/2018 - Situation: Shop A, B & C, G/F, Scenic Horizon (S36) - Insured: Sydney Limited &/or Viet's Choice &/or 111 Limited - Insurer: Chubb Insurance Hong Kong Limited	25/05/2017
1048.	Debit Note for Policy No. HBBP501888/17 covering 07/09/2018 – 06/09/2018 - Situation: Shop No. G10B, Site 2 Whampoa Garden (S37) - Insured: 555 Limited &/or Viet's Choice &/or 111 Limited - Insurer: Chubb Insurance Hong Kong Limited	12/10/2017
1049.	Debit Note for Policy No. HBBP502103 covering 07/11/2017 – 06/11/2018 - Situation: Shop 3044, Sunshine City Plaza (S38) - Insured: Hotex Limited &/or Viet's Choice – Ma On Shan &/or 111 Limited - Insurer: Chubb Insurance Hong Kong Limited	15/12/2017
1050.	Debit Note for Policy No. HBBP5021031/17 covering 15/11/2017 – 14/11/2018 - Situation: Shop 3043, Sunshine City Plaza (T01) - Insured: Hotex Limited &/or TASCA6 – Ma On Shan &/or 111 Limited - Insurer: Chubb Insurance Hong Kong Limited	08/12/2017
1051.	Debit Note for Policy No. HD/02447/000/17/1 covering 29/11/2017 – 28/11/2018 - Situation: Room 1318, Golden Industrial Building - Insured: Food Wise Holdings Limited - Insurer: MSIG Insurance (Hong Kong) Limited	01/12/2017
4.6 HKEx Enquiry		

1052.	Termination of compliance adviser	05/12/2016
1053.	Termination of compliance adviser	07/12/2016
1054.	High Concentration of Shareholding	23/12/2016
7.2(a) Senior Management Employment Contract		
1055.	Employment contract entered between Mr. TAI Kwok Pan, Pan and 111 Limited	18/06/2015
1056.	Employment contract entered between Ms. WONG Yung Kwan, Lisa and 111 Limited	01/10/2015
1057.	Employment contract entered between Wong Sze Ting and 111 Limited	04/08/2016
8.0 Pensions		
1058.	Manulife Global Select (MPF) Scheme Employee Enrolment Form (blank)	Undated
1059.	Brochure - 宏利環球精選(強積金計劃)	Undated
1060.	Sample filled-in form	Undated
13.1(1) System Agreements		
1061.	Software Maintenance Agreement entered between FlexSystem and Aero Tech Ltd.	19/05/2017
1062.	Bridgebuilder HRMS Maintenance Agreement entered between FlexSystem and Aero Tech Limited	07/11/2017
1063.	維護合同總表 entered between Seito Pos Solution and Aero Tech Limited	05/02/2018
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1064.	Order from Labour Tribunal - LBTC 56/ 2013	12/03/2013
1065.	Letter to District Court - DCDT 1268/ 2016	18/04/2016
1066.	Payment in relation to DCEC 36/ 2015 - Kam Cheung Chiu	11/08/2015
1067.	Payment in relation to DCEC 1863/ 2015 - Fu Yung	31/08/206
1068.	Payment in relation to DCEC1297/ 2017 – Tsoi Sau Chun	06/06/2017
1069.	Payment in relation to DCEC2328/ 2014 – Gurung Nayakalata	02/06/2015
1070.	Summary of HK Civil & Crimianl Litigation Searches - Companies	Undated
Email Correspondence		
1071.	Email correspondence between Pan Tai and Deacons	19/03/2018 21/03/2018

		23/03/2018 29/03/2018 10/04/2018 12/04/2018
1072.	Email correspondence between Pan Tai and KPMG	12/03/2018 14/03/2018 15/03/2018 19/03/2018 23/03/2018 27/03/2018 13/04/2018
Other Documents		
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1073.	Employees Detail	Undated
1074.	Legal Due Diligence Questionnaire on Food Wise Holdings Limited	19/03/2018
Group under file 20180326		
1075.	Director's Service Agreement in respect of Wong Chui Ha Iris entered between Food Wise Holdings Limited and Wong Chui Ha Iris	08/11/2016
1076.	General Restaurant Licence for Viet's Choice (Shop No. 114A New Jade Shopping Arcade) covering 22/03/2018 – 21/03/2019	26/02/2018
1077.	General Restaurant Licence for Viet's Choice - Amoy (Shop Nos. G271-275 Amoy Plaza) covering 17/03/2018 – 16/03/2019	13/03/2018
1078.	General Restaurant Licence for Viet's Choice – Yuen Long (Shop No. 1 & 2, G/F Fuk Tak Building) covering 31/03/2018 – 30/03/2019	13/03/2018
1079.	General Restaurant Licence for Viet's Choice (Unit 503 & 505 Golden Industrial Building) covering 01/04/2018 – 31/03/2019	13/03/2018
1080.	Water Pollution Licence for Viet's Choice (Shop No. 101C Tai Wo Plaza) valid to 30/06/2021	03/06/2016
1081.	Water Pollution Licence for Viet's Choice (2/F Grand Place) valid to 30/04/2022	27/04/2017
1082.	Water Pollution Licence Application Fee for Viet's Choice (Shop Nos. S33-34, 2.F Luk Yeung Galleria)	19/03/2018
1083.	Screen and grease trap cleaning procedure for Food Wise Holdings Limited	08/01/2016
1084.	Letter from Food and Environmental Hygiene Department to 555 Limited	03/10/2017
1085.	店舖委任經理及衛生督導員紀錄	Undated
1086.	Deed of Indemnity – Food Wise Holdings Limited	10/06/2016

1087.	Deed of Non-Competition – Food Wise Holdings Limited	08/11/2016
1088.	Outstanding Documents List	Undated
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1089.	Manulife MPF Calculation for 111 Limited	07/03/2018
1090.	Summons to 555 Limited	18/01/2018
1091.	Outstanding Documents List	26/03/2018
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1092.	Outstanding Documents List	27/03/2018
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1093.	Premium Notice from Manulife to Wong Che Kin	28/03/2017
1094.	Premier Estate Protector Brochure	Undated
1095.	Letter from hong Kong International Airport - New Licence for Viet's Choice (Unit No. 5P320 in Terminal 2)	13/06/2016
1096.	Tenancy Calculation	Various
1097.	Outstanding Documents List	29/03/2018
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1098.	Outstanding Documents List (002)	29/03/2018
Group under file 20180409		
1099.	Outstanding Documents List	06/04/2018
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1100.	Certificate of Employees Compensation	Various
1101.	Outstanding Documents List	10/04/2018
Group under file 20180413		
1102.	Targeted employee	30/11/2017
1103.	General Restaurant Licence for Viet's Choice – Grand Place (2nd Floor Grand Place) covering 27/06/2017 – 26/06/2018	26/06/2018
1104.	Outstanding Documents List	13/04/2018
1105.	Summary of financial due diligence materials provided	13/04/2018

Group under file 20180417		
1106.	劉小霞 Salary increment letter	19/03/2018
1107.	Management accounts for the period from 1 April 2017 to 28 February 2018	28/02/2018
1108.	羅月華律師信文件	09/04/2018

List of Documents – Financial DD

No.	Description of Documents	Date (dd/mm/yyyy)
Audit Reports		
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1109.	Audit reports and financial statements of 111 Limited for the year ended 31 March 2015	02/11/2015
1110.	Audit reports and financial statements of 333 Limited for the year ended 31 March 2015	13/10/2015
1111.	Audit reports and financial statements of 555 Limited for the year ended 31 March 2015	02/11/2015
1112.	Audit reports and financial statements of Aero Tech Limited for the year ended 31 March 2015	02/11/2015
1113.	Audit reports and financial statements of Dotco Limited for the year ended 31 March 2015	02/11/2015
1114.	Audit reports and financial statements of Goody Limited for the year ended 31 March 2015	13/10/2015
1115.	Audit reports and financial statements of Hotex Limited for the year ended 31 March 2015	17/12/2015
1116.	Audit reports and financial statements of Printech Corporation Limited for the year ended 31 March 2015	02/11/2015
1117.	Audit reports and financial statements of Prosino Limited for the year ended 31 March 2015	02/11/2015
1118.	Audit reports and financial statements of Richfield Development Limited for the year ended 31 March 2015	16/11/2015
1119.	Audit reports and financial statements of Sydney Limited for the year ended 31 March 2015	11/11/2015
1120.	Audit reports and financial statements of Tri-Pros Limited for the year ended 31 March 2015	11/11/2015
1121.	Audit reports and financial statements of Unlimit Limited for the year ended 31 March 2015	02/11/2015
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1122.	Audit reports and financial statements of 111 Limited for the year ended 31	14/11/2016

	March 2016	
1123.	Audit reports and financial statements of 333 Limited for the year ended 31 March 2016	14/11/2016
1124.	Audit reports and financial statements of 555 Limited for the year ended 31 March 2016	14/11/2016
1125.	Audit reports and financial statements of Aero Tech Limited for the year ended 31 March 2016	14/11/2016
1126.	Audit reports and financial statements of Dotco Limited for the year ended 31 March 2016	14/11/2016
1127.	Audit reports and financial statements of Goody Limited for the year ended 31 March 2016	14/11/2016
1128.	Audit reports and financial statements of Hotex Limited for the year ended 31 March 2016	14/11/2016
1129.	Audit reports and financial statements of Printech Corporation Limited for the year ended 31 March 2016	14/11/2016
1130.	Audit reports and financial statements of Prosino Limited for the year ended 31 March 2016	14/11/2016
1131.	Audit reports and financial statements of Richfield Development Limited for the year ended 31 March 2016	14/11/2016
1132.	Audit reports and financial statements of Sydney Limited for the year ended 31 March 2016	14/11/2016
1133.	Audit reports and financial statements of Tri-Pros Limited for the year ended 31 March 2016	11/11/2015
1134.	Audit reports and financial statements of Unlimit Limited for the year ended 31 March 2016	02/11/2015
Year 2016-2017		
1135.	Audit reports and financial statements of 111 Limited for the year ended 31 March 2017	15/11/2017
1136.	Audit reports and financial statements of 333 Limited for the year ended 31 March 2017	15/11/2017
1137.	Audit reports and financial statements of 555 Limited for the year ended 31 March 2017	15/11/2017
1138.	Audit reports and financial statements of Aero Tech Limited for the year ended 31 March 2017	15/11/2017
1139.	Audit reports and financial statements of Dotco Limited for the year ended 31 March 2017	15/11/2017
1140.	Audit reports and financial statements of Goody Limited for the year ended	15/11/2017

	31 March 2017	
1141.	Audit reports and financial statements of Hotex Limited for the year ended 31 March 2017	15/11/2017
1142.	Audit reports and financial statements of Printech Corporation Limited for the year ended 31 March 2017	15/11/2017
1143.	Audit reports and financial statements of Prosino Limited for the year ended 31 March 2017	15/11/2017
1144.	Audit reports and financial statements of Richfield Development Limited for the year ended 31 March 2017	15/11/2017
1145.	Audit reports and financial statements of Sydney Limited for the year ended 31 March 2017	15/11/2017
1146.	Audit reports and financial statements of Tri-Pros Limited for the year ended 31 March 2017	15/11/2017
1147.	Audit reports and financial statements of Unlimit Limited for the year ended 31 March 2017	15/11/2017
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1148.	Profits tax filing of 555 Limited for year 2016/2017	26/01/2018
1149.	Profits tax filing of Aero Tech Limited for year 2016/2017	19/01/2018
1150.	Profits tax filing of Dotco Limited for year 2016/2017	04/01/2018
1151.	Profits tax filing of Hotex Limited for year 2016/2017	24/11/2017
1152.	Profits tax filing of Printech Corporation Limited for year 2016/2017	22/01/2018
1153.	Profits tax filing of Prosino Limited for year 2016/2017	24/11/2017
1154.	Profits tax filing of Richfield Development Limited for year 2016/2017	30/01/2018
1155.	Profits tax filing of Sydney Limited for year 2016/2017	24/11/2017
1156.	Profits tax filing of Tri-Pros Limited for year 2016/2017	24/11/2017
1157.	Profits tax filing of Unlimit Limited for year 2016/2017	24/01/2018
1158.	Profits tax filing of Food Wise Holdings Limited for year 2016/2017	05/01/2018
Tenancy Agreement		
1159.	Summary of Operating Lease Commitments	31/01//2018
1160.	Tenancy agreement entered between Wong Chui Ha (as landlord) and Aero Tech Limited (as tenant) in relation to the property Room 501 Golden Industrial Building	16/05/2016
1161.	Tenancy agreement entered between Wong Chui Ha (as landlord) and Aero Tech Limited (as tenant) in relation to the property Room 503 Golden	16/05/2016

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1162.	Tenancy agreement entered between Eternal Prosper Pacific Limited (as landlord) and Aero Tech Limited (as tenant) in relation to the property Room 505 Golden Industrial Building	16/05/2016
1163.	Tenancy agreement entered between To Lai Suen Louisa (as landlord) and Aero Tech Limited (as tenant) in relation to the property Room 509 Golden Industrial Building	31/03/2015
1164.	Tenancy agreement entered between Eternal Prosper Pacific Limited (as landlord) and Aero Tech Limited (as tenant) in relation to the property Room 527 Golden Industrial Building	16/05/2016
1165.	Tenancy agreement entered Eternal Prosper Pacific Limited (as landlord) and Aero Tech Limited (as tenant) in relation to the property Room 917 Golden Industrial Building	16/05/2016
1166.	Tenancy agreement entered between Wong Che Kin (as landlord) and Aero Tech Limited (as tenant) in relation to the property Room 1309 Golden Industrial Building	16/05/2016
1167.	Tenancy agreement entered between Wong Chui Ha (as landlord) and Aero Tech Limited (as tenant) in relation to the property Room 1311 Golden Industrial Building	16/05/2016
1168.	Tenancy agreement entered between Eternal Prosper Pacific Limited (as landlord) and Aero Tech Limited (as tenant) in relation to the property Room 1312 Golden Industrial Building	16/05/2016
1169.	Tenancy agreement entered between Eternal Prosper Pacific Limited (as landlord) and Aero Tech Limited (as tenant) in relation to the property Room 1314 Golden Industrial Building	16/05/2016
1170.	Tenancy agreement entered between Eternal Prosper Pacific Limited (as landlord) and Aero Tech Limited (as tenant) in relation to the property Room 1318 Golden Industrial Building	16/05/2016
1171.	Tenancy agreement entered between Tse Chun Wa (as landlord) and Aero Tech Limited (as tenant) in relation to the property Room 1319 Golden Industrial Building	31/03/2016
1172.	Tenancy agreement entered between Eternal Prosper Pacific Limited (as landlord) and Aero Tech Limited (as tenant) in relation to the property Room 1320 Golden Industrial Building	16/05/2016
1173.	Tenancy agreement entered between Eternal Prosper Pacific Limited (as landlord) and Aero Tech Limited (as tenant) in relation to the property Unit 4, 9/F, Join-in Hang Seng Building	16/05/2016
1174.	Tenancy agreement entered between CDW Building Limited (as landlord) and Hotex Limited (as tenant) in relation to the property Shop No. 115, 1/F, CDW Building, 388 Castle Peak Road, Tsuen Wan, Hong Kong	03/01/2017
1175.	Tenancy agreement entered between Aberdeen Commercial Investments Limited (as landlord) and Sydney Limited (as tenant) in relation to the	19/10/2015

	property Shop 2 on the Ground Floor of Site 2 of Aberdeen Centre	
1176.	Offer Letter for Tenancy Renewal entered between Henderson Real Estate Agency Limited (as landlord) and Unlimit Limited (as tenant) in relation to the property Shop 2086.87, Level 2, Metro City Phase II, Tseung Kwan O, Town Lot No. 27	07/12/2017
1177.	Tenancy agreement entered between MTR Corportation Limited (as landlord) and Dotco Limited (as tenant) in relation to the property Shop Units S33-34, Luk Yeung Galleria	17/10/2016
1178.	Tenancy agreement entered between Sun Hung Kai Real Estate Agency Limited (as landlord) and 555 Limited (as tenant) in relation to the property Shop Nos. 439-441 on Level 4 of Tsuen Wan Plaza, Tsuen Wan Town Lot No. 326	13/03/2014
1179.	Tenancy agreement entered between Fortune Sign Global Limited (as landlord) and Sydney Limited (as tenant) in relation to the property Shop No. 114A, New Jade Shopping Arcade, Chai Wan	Undated
1180.	Tenancy agreement entered between The Link Properties Limited (as landlord) and Sydney Limited (as tenant) in relation to the property Shop No. 1103, First Floor Commercial Center I (Area 1) Lok Fu Estate, 198 Junction Road, Kowloon, Hong Kong	23/03/2015
1181.	Tenancy agreement entered between Sun Hung Kai Read Estate Agency Limited (as landlord) and Tri-Pros Limited (as tenant) in relation to the property Shop No. 009A, Level 1 of Uptown Plaza, No. 9 Nam Wam Road, Tai Po, New Territories, Hong Kong erected on Tai Po Town Lot No. 64	16/05/2017
1182.	Tenancy agreement entered between Plaza Hollywood Limited, Mullein Company Limited, Wettersley Company Limited, Bright Smart Limited and Excellent base Limtied (as landlord) and Tri-Pros Limited (as tenant) in relation to the property Shop No. 235-236, Level 2, Plaza Hollywood, Diamond Hill, Kowloon	22/06/2016
1183.	Tenancy agreement entered between Pierhead Garden Management Company Limited (as landlord) and Printech Corporation Limited (as tenant) in relation to the property Shop No. 55-58, Ocean Walk	26/07/2016
1184.	Tenancy agreement entered between Million Nice Development Limited (as landlord) and Hotex Limited (as tenant) in relation to the property Shop Nos. G74-G75 and G82A on the Ground Floor of Fortune City One of Commercial Block B of the estate known as City One Shatin, No 1 Ngan Shing Street Shatin, New Territories	22/08/2016
1185.	Tenancy agreement entered between Airport Authority Hong Kong (as landlord) and Hotex Limited (as tenant) in relation to the property Unit No. 5P320, Level 5 Terminal 2	05/09/2016
1186.	Tenancy agreement entered between Yumi Yumi Caterers Limited (as landlord) and 555 Limited (as tenant) in relation to the property C1 of Portion B of Basement, Argyle Centre, Phase 1, No. 688 Nathan Road, Kowloon, Hong Kong	27/07/2017

1187.	Tenancy agreement entered between Hang Lung Real Estate Agency Limited (as landlord) and Tri-Pros Limited (as tenant) in relation to the property Shop Nos. G271-275 on Ground Floor of Amoy Plaza of Amoy Gardens Phase III, No. 77 Ngau Tau Kok Road, Kowloon, Hong Kong	23/03/2017
1188.	Lease entered between Chan Ki Lok (as landlord) and Tri-Pros Limited (as tenant) in relation to the property Shop 1-2, G/F, Fuk Tak Building, Nos. 234-242 Castle Peak Road, Nos. 1-5 Fung Nin Road, Yuen Long, N.T.	22/07/2015
1189.	Tenancy agreement entered between LCK Real Estate Limited (as landlord) and Printech Corporation Limited (as tenant) in relation to the property Shop A, G/F, 9 Po Lun Street, Lai Chi Kok, Kowloon	12/10/2015
1190.	Tenancy agreement entered between Link Properties Limited (as landlord) and Printech Corporation Limited (as tenant) in relation to the property Shop No. 101C, Level 1, Tai Wo Plaza, Tai Wo Estate, No. 12 Tai Po Tai Wo Road, Tai Po, N.T.	14/12/2015
1191.	Tenancy agreement entered between Henderson Leasing Agency Limited (as landlord) and 555 Limited (as tenant) in relation to the property Shop Nos. 3,4 and 5, Level 1, South Wing, Trend Plaza, Tuen Mun	19/08/2016
1192.	Tenancy agreement entered between Champion Globe Development Limited (as landlord) and 555 Limited (as tenant) in relation to the property The 2nd Floor of Grand Place at Nos. 558-560 Nathan Road, Kowloon, Hong Kong	08/12/2016
1193.	Lease entered between Crystal Jade Limited (as landlord) and Sydney Limited (as tenant) in relation to the property Shop A, B & C, with Yard on Ground Floor Scenic Horizon No. 250 Shau Kei Wan Road Hong Kong	23/01/2017
1194.	Tenancy agreement entered between Tremayne Investment Limited (as landlord) and 555 Limited (as tenant) in relation to the property Shop No. G10B on the Gound Floor, Site 2, Whampoa Garden, Hunghom, Kowloon, Hong Kong	27/07/2017
1195.	Offer to Lease entered between Millap Limited, Evercot Enterprise Company Limited, Shung King Development Company Limited (as landlord) and Hotex Limited (as tenant) in relation to the property Shop Nos. 3043-3044 on Level 3, Sunshine City Plaza, Ma On Shan	13/09/2017
1196.	Tenancy agreement entered between Millap Limited, Evercot Enterprise Company Limited, Shung King Development Company Limited (as landlord) and Hotex Limited (as tenant) in relation to the property Shop Nos. 3043-3044 on Level 3, Sunshine City Plaza, Ma On Shan	21/12/2017
1197.	Offer to Lease entered between Henderson Leasing Agency Limited (as landlord) and Hotex Limited (as tenant) in relation to the property Shop No. G501-503, G/F, Square Mile, 11 Li Tak Street, tai Kok Tsui	12/09/2017
1198.	Tenancy agreement entered between Henderson Leasing Agency Limited (as landlord) and Hotex Limited (as tenant) in relation to the property Shop No. G501-503, G/F, Square Mile, 11 Li Tak Street, tai Kok Tsui	12/02/2018
Others		

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1199.	Consolidated accounts and consolidation worksheets for the year ended 31 March 2017	31/03/2017
1200.	Consolidated accounts and consolidation worksheets for the period ended 30 September 2017	30/09/2017
1201.	Inventory list	30/09/2017
1202.	Shop information (Summary of all leases with detailed information and details of lease commitments)	Undated
1203.	Deposit schedule for the period ended 30 September 2017, year ended 31 March 2016 and year ended 31 March 2017	31/03/2018
1204.	Fixed asset register for the period ended 30 September 2017	30/09/2017
1205.	License control list (including Business registration/ Water Pollution Control Ordinance license/ Food Factory/ General Restaurant License/ Liquor License)	31/01/2018
1206.	Trademark register	31/01/2018
1207.	Replies on the Information Request List	07/03/2018
Group under file 20180312		
1208.	Consolidated accounts and consolidation worksheets for the period ended 31 January 2018	31/01/2018
Group under file 20180314		
1209.	Fixed Asset Movement for the period ended 31 January 2018	31/01/2018
1210.	Deposit schedule for the period ended 31 January 2018	31/01/2018
1211.	Provision for AL and LSP as at 30 September 2017	30/09/2017
1212.	Report to the Audit Committee Audit for the year ended 31 March 2017	28/06/2017
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1213.	Accounts payable list as at 31 January 2018	31/01/2018
1214.	Supplier payment record for the period ended 31 January 2018	31/01/2018
1215.	Replies on the Information Request List	16/03/2018
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1216.	Revised consolidated accounts and consolidation worksheets for the period ended 31 January 2018	31/01/2018

1217.	Profits tax computation for the period ended 31 January 2018	31/01/2018
1218.	Provision for AL and LSP as at 31 January 2018	31/01/2018
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1219.	Consolidated cash flow for the period ended 31 January 2018	31/01/2018
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1220.	Schedule for the basis of split of listing fees between charging to PL and reflected as share premium	30/11/2017

SIGNED by Xu Lin)
)
for and on behalf of)
MSEC Holdings Limited)
in the presence of:-)

Chow Wing Yin Queena
Deacons
Solicitor, Hong Kong SAR

IN WITNESS whereof the Parties have executed this Agreement the day and year first above written.

SIGNED by)
WONG CHE KIN)
for and on behalf of)
Pioneer Vantage Global Limited)
in the presence of:-)

For and on behalf of
PIONEER VANTAGE GLOBAL LIMITED

Authorised Signature(s)

Lee Ying Biu, Andrew
Solicitor, Hong Kong SAR
Robertsons

SIGNED by)
WONG CHE KIN)
for and on behalf of)
Blaze Forum Limited)
in the presence of:-)

For and on behalf of
BLAZE FORUM LIMITED

Authorised Signature(s)

Lee Ying Biu, Andrew
Solicitor, Hong Kong SAR
Robertsons

SIGNED, SEALED AND DELIVERED by)
)
)
Wong Che Kin)
in the presence of:-)

Lee Ying Biu, Andrew
Solicitor, Hong Kong SAR
Robertsons

SIGNED , SEALED AND DELIVERED by)
)
)
Wong Chui Ha Iris)
in the presence of:-

Lee Ying Biu, Andrew
Solicitor, Hong Kong SAR
Robertsons