

**Dated the 2<sup>nd</sup> day of May 2023**

**CHAMPION TECHNOLOGY HOLDINGS LIMITED**  
(as Vendor)

and

**CHU YING MAN**  
( 朱英文 )  
(as Purchaser)

and

**HONEST CITY ENTERPRISES LIMITED**

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**AGREEMENT**  
**for the sale and purchase of share in**  
**HONEST CITY ENTERPRISES**  
**LIMITED**

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**TONY KAN & CO.**  
**Solicitors & Notaries**  
Suite 1901-2, 19<sup>th</sup> Floor,  
World-wide House,  
19 Des Voeux Road Central,  
Hong Kong  
Tel: (852) 3515 8388  
Fax (852) 2810 5269  
Ref: CWD/D23-208702/DC

**THIS AGREEMENT** is made the 2<sup>nd</sup> day of May 2023

**BETWEEN:**

- (1) **CHAMPION TECHNOLOGY HOLDINGS LIMITED ( 冠軍科技集團有限公司 )**, a company continued in Bermuda with limited liability whose principal place of business is situated at Units 4213-14, 42<sup>nd</sup> Floor, Hong Kong Plaza, 188 Connaught Road West, Hong Kong (Stock code: 92)(the “**Vendor**”);
- (2) **CHU YING MAN ( 朱英文 )** (Holder of Hong Kong Identity Card No. G072070(3)) of Flat E, 4<sup>th</sup> Floor, Folkland Mansion, No. 8 Walnut Street, Tai Kok Tsui, Kowloon, Hong Kong (the “**Purchaser**”);

**AND**

- (3) **HONEST CITY ENTERPRISES LIMITED ( 廉城企業有限公司 )**, a company incorporated in British Virgin Islands with limited liability whose registered office is situate at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands and whose details are more particularly set out in Part A of Schedule 1 hereto (the “**Company**”).

**WHEREAS:**

- (A) As at the date hereof, the Company has share capital of US\$50,000 comprising 50,000 ordinary shares, which has been fully paid and is issued to and registered in the name of and beneficially owned by the Vendor.
- (B) As at the date hereof, the Company is the legal and beneficial owner of 51% of the shareholding of **GOLDEN FIELD PROPERTY LIMITED ( 新金域地產有限公司 )** (Company No. 0347866), a company incorporated in Hong Kong with limited liability whose registered office is situate at Unit 4214-15, 42<sup>nd</sup> Floor, Hong Kong Plaza, 188 Connaught Road West, Hong

Kong and whose details are more particularly set out in Part B of Schedule 1 hereto (“**Hong Kong Company**”).

- (C) As at the date hereof, the Hong Kong Company is the registered and beneficial shareholder of 95% of 東莞新金域怡景酒店有限公司, a sino-foreign equity joint venture registered and incorporated under the laws of the People’s Republic of China and whose details are more particularly set out in Part C of Schedule 1 hereto (“**SJV**”).
- (D) As at the date hereof, the SJV is the registered and beneficial owner of the Property (defined hereunder) free from Encumbrances.
- (E) The Vendor has agreed to sell, and the Purchaser has agreed to purchase, the Sale Shares (defined hereunder) subject to and upon the terms and conditions of this Agreement.

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

**1. INTERPRETATION**

- 1.1 In this Agreement (including the Recitals and Schedules), unless the context otherwise requires or permits, the following words and expressions shall have the meanings ascribed to each of them respectively below:

- |                           |   |
|---------------------------|---|
| <b>“Applicable Laws”</b>  | : means with respect to any person, any laws, regulations, rules, measures, guidelines, treaties, judgments, determination, orders or notices of any Government Authority that is applicable to such person;  |
| <b>“Audited Accounts”</b> | : means the management account of the Company, the audited financial statements (consolidated or otherwise) of each of the Group Companies for the financial year ended on the Accounts Date and the notes thereto, copies of which are annexed hereto as Annexure A; |
| <b>“Accounts Date”</b>    | : 30 June 2021;   |
| <b>“Business Day”</b>     | : means 9:00 a.m. to 5:00 p.m. on any day (other than a Saturday, Sunday or public holiday in Hong Kong) on which banks in Hong Kong are open for   |

normal banking business;

- “Completion”** : means completion of the sale and purchase of the Sale Shares and the assignment of the Sale Loan pursuant to Clause 5;
- “Companies Ordinance”** : means the Companies Ordinance, Chapter 622, the laws of Hong Kong;
- “Completion Accounts”** : means the consolidated management accounts of the Company comprising the unaudited balance sheet as at Completion on the Completion Date, and the unaudited profit and loss account of the Company, prepared in accordance with generally accepted accounting principles, standards, and practices in Hong Kong, for the period from the date immediately after the Accounts Date up to Completion on the Completion Date certified to be true and correct by a director of the Company;
- “Completion Date”** : means any day within 6 months after the date of passing of the necessary resolutions by the shareholders of the Vendor in general meeting approving the transaction hereby contemplated and on a date mutually agreed upon in advance by the Parties in writing;
- “Deed of Assignment”** means the deed of assignment of the Sale Loan to be entered into by the Vendor, the Purchaser (or its nominee(s)) and the Company in substantially the form set out in **Schedule 6** hereto;
- “Deed of Tax Indemnity”** : means the deed of tax indemnity to be entered into by the Vendor, the Purchaser (or its nominee(s)) and the Group in substantially the form set out in **Schedule 7** hereto;
- “Disclosed”** : in relation to matters which have been disclosed to the Purchaser and/or the Purchaser’s Solicitors and/or their other professional advisers and/or agents (including such matters disclosed in the documents which have been provided by or on behalf of the Vendor to the Purchaser and/or the Purchaser’s Solicitors and/or their other professional advisers and/or agents for the purpose of due diligence investigation);



<b>“Encumbrance(s)”</b>	: means any mortgage, charge, pledge, lien, rental assignment, priority or security interest, whatsoever over or in any property, assets or rights whatsoever nature and includes any agreement for any of the same held by or conferred upon any person other than the owner of the subject matter;
<b>“Government Authority(ies)”</b>	: means any national, provincial, municipal or local government, administrative or regulatory body or department, court or judicial bodies, tribunal, arbitrator or any body that exercises the function of a regulator, including but not limited to those in Hong Kong and PRC;
<b>“Group”</b>	: means collectively the Company, Hong Kong Company and the SJV; and <b>“Group Company(ies)”</b> shall mean any of them;
<b>“HK\$” or “Hong Kong Dollars”</b>	: means Hong Kong dollars, the lawful currency of Hong Kong;
<b>“Hong Kong”</b>	: means the Hong Kong Special Administrative Region of the PRC;
<b>“Listing Rules”</b>	: the Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited;
<b>“Parties”</b>	: means the parties to this Agreement and <b>“Party”</b> means any of them;
<b>“PRC”</b>	: the People's Republic of China, excluding, for the purposes of this Agreement, Hong Kong, Macao Special Administrative Region and the territory of Taiwan;
<b>“Property”</b>	: means the property more particularly described in <b>Schedule 3</b> hereto;
<b>“Purchaser’s Solicitors”</b>	: means Messrs. Tse Yuen Ting Wong, Solicitors, being the solicitors acting for the Purchaser in the transactions hereby contemplated;
<b>“Sale Loan”</b>	means the total amount of the Shareholder’s Loan;
<b>“Sale Shares”</b>	: means issued ordinary share in the issued share

capital of the Company representing the total issued shares of the Company as at the date of this Agreement and on Completion

- “Shareholder’s Loan”** means all amounts, including principal and interest, owing by the Company to the Vendor as at Completion on the Completion Date;
- “Tax” or “Taxation”** : any form of taxation, levy, duty, charge, contribution, or withholding of whatever nature (including any related fine, penalty, surcharge or interest) imposed, collected or assessed by, or payable to, any national, provincial, municipal or local government or other authority, body or official anywhere in the world exercising a fiscal, revenue, customs or excise function;
- “Transaction Consideration”** : means the consideration to be paid by the Purchaser to the Vendor for the Sale Shares and the Sale Loan pursuant to Clause 4.1;
- “this Agreement”** : means this agreement for the sale and purchase of the Sale Shares and the assignment of the Sale Loan, as amended or supplemented from time to time;
- “Vendor’s Solicitors”** : means Messrs. Tony Kan & Co., Solicitors & Notaries, being the solicitors acting for the Vendor and the Group in the transactions hereby contemplated; and
- “Warranties”** : means the representations, warranties, undertakings made or given by the Vendor to the Purchaser as contained in **Schedule 2** hereto.

- 1.2 The headings of this Agreement are inserted for convenience only and shall be ignored in construing this Agreement.
- 1.3 References in this Agreement to the singular shall be deemed to include references to the plural and vice versa; references to one gender shall include all genders and references to any person shall include an individual, firm, body corporate or unincorporate.
- 1.4 References to any statute or statutory provision shall include any statute or statutory provision which amends or replaces or has amended or replaced it

and shall include any subordinate legislation made under the relevant statute.

- 1.5 The Schedules form part of this Agreement and shall be interpreted and construed as though they were set out in this Agreement.
- 1.6 References herein to "Clauses", "Recitals" and "Schedules" are references to clauses and recitals of and schedules to this Agreement.

## 2. **CONDITIONS PRECEDENT**

- 2.1 Completion of this Agreement and the obligations of the parties to this Agreement shall be subject to and conditional upon:-
  - 2.1.1 the Vendor having shown and proved that it has good title to the Sale Shares and the Sale Loan free from all Encumbrances to the reasonable satisfaction of the Purchaser;
  - 2.1.2 the Vendor having shown and proved that the Hong Kong Company is holding 95% shareholding of the SJV and has a good title to (a) 95% entire registered capital of the SJV; and (b) all amounts, including principal and interest, owing by the SJV to the Company, if any – free from all Encumbrances to the reasonable satisfaction of the Purchaser;
  - 2.1.3 the Vendor having shown and proved that the SJV has a good title to the Property free from Encumbrances to the reasonable satisfaction of the Purchaser;
  - 2.1.4 the passing of the necessary resolutions by the shareholders of the Vendor in its general meeting approving the transactions hereby contemplated; and
  - 2.1.5 all necessary consent of the Government Authorities and/or the Stock Exchange of Hong Kong Limited in respect of the transaction hereby contemplated, if any, having been obtained by the relevant Parties.
- 2.2 None of the parties to this Agreement is entitled to waive the condition referred to in Clause 2.1.4 above. The Purchaser may waive (in whole or in part) any of the conditions referred to in Clauses 2.1.1, 2.1.2 and 2.1.3 above, such waiver shall be effective only if it is made in writing and notified to the Vendor's Solicitors.

### 3. **SALE AND PURCHASE OF THE SALE SHARES & SALE LOAN**

- 3.1 Subject to the terms and conditions of this Agreement, the Vendor agrees to sell as beneficial owner and the Purchaser or its nominee(s) agrees to purchase the whole of the Vendor's legal and beneficial interests of and in the Sale Shares free from all Encumbrances together with all rights attaching or accruing thereto at Completion.
- 3.2 Subject to the terms and conditions of this Agreement and the Deed of Assignment, the Vendor agrees to sell and assign as beneficial owner and the Purchaser or its nominee(s) agrees to purchase and take up the assignment of the Sale Loan free from all Encumbrances and with all rights, title and interests therein immediately after Completion.
- 3.3 The Vendor waives and agrees to procure the waiver of any restrictions on transfer (including pre-emptive rights) which may exist in relation to the transfer of the Sale Shares under the articles of association of the Company or otherwise.
- 3.4 The Purchaser shall not be obliged to complete the sale and purchase of the Sale Shares unless the sale and purchase of the Sale Shares and the assignment of the Sale Loan are completed simultaneously.

### 4. **CONSIDERATION**

- 4.1 The Transaction Consideration shall be HK\$45,900,000 to be paid and satisfied by the Purchaser in the following manner:-
  - 4.1.1 a sum of HK\$4,590,000 shall be paid to the Vendor upon signing of this Agreement;
  - 4.1.2 a sum of HK\$4,590,000 shall be paid to the Vendor within 7 days after the passing of the necessary resolutions by the shareholders of the Vendor in general meeting approving the transactions hereby contemplated this Agreement; and
  - 4.1.3 the remaining balance of the Transaction Consideration shall be paid on Completion.
- 4.2 The Vendor shall, at its costs and expenses, prepare and deliver to the Purchaser or the Purchaser's Solicitors at least **ten (10) Business Days** before the Completion Date the draft Completion Accounts for the approval by the Purchaser's Solicitors.

- 4.3 The Vendor hereby declares that the Vendor's Solicitors is the Vendor's agent for the purpose of receiving the Transaction Consideration or any part thereof and other moneys payable to the Vendor pursuant to this Agreement. The Vendor further declares that payment to such agent of any deposits, part payments and balance of the Transaction Consideration shall be a full and sufficient discharge of the Purchaser's obligation hereunder.
- 4.4 Save as herein otherwise provided, any payment to be made under this Clause 4 shall be made by cashier order drawn on licensed bank(s) in Hong Kong or solicitors' cheque(s) in **Hong Kong Dollars**.

5. **COMPLETION**

- 5.1 Completion shall take place at or before 5:00 pm on the Completion Date at such place as may be mutually agreed by the Vendor and the Purchaser and failing agreement, at the office of the Vendor's Solicitors, when all the acts deeds matters and things set out in Schedule 4 shall be completed and complied with.
- 5.2 At Completion, the Vendor shall do those things listed in Part A of Schedule 4 and the Purchaser shall do those things listed in Part B of Schedule 4.
- 5.3 If the Completion does not proceed on the Completion Date because the Vendor has failed or is unable to discharge any of its obligations under this Clause 5, the Purchaser may:-
- 5.3.1 by written notice to the Vendor defer Completion to a Business Day not more than seven (7) days after the Completion Date; or
  - 5.3.2 proceed to Completion so far as practicable but without prejudice to the Purchaser's rights to the extent that the Vendor shall not have complied with its obligations hereunder; or
  - 5.3.3 rescind this Agreement upon giving written notice with immediate effect to the Vendor without liability on the part of the Purchaser.
- 5.4 Upon rescission of this Agreement by the Purchaser pursuant to Clause 5.3.3 above, all moneys paid by the Purchaser to the Vendor under this Agreement shall be returned to the Purchaser forthwith who shall also be entitled to recover from the Vendor damages (if any) which the Purchaser may sustain by reason of such failure on the part of the Vendor.
- 5.5 If Completion does not proceed on the Completion Date because the Purchaser has failed or is unable to discharge any of its obligations under this

Clause 5, the Vendor may determine this Agreement by giving written notice of termination to the Purchaser or the Purchaser's Solicitors. The Vendor shall be entitled to forfeit any sums paid under Clauses 4.1.1 and 4.1.2 absolutely as agreed liquidated damages but not as penalty without prejudice to any other rights and remedies of the Vendor.

- 5.6 Nothing contained in this Agreement shall be so construed as to prevent either party from bringing an action and obtaining a decree for specific performance either in lieu of the aforesaid damages or in addition thereto as the non-defaulting party may have sustained by reason of the neglect or refusal of the defaulting party to complete this sale and purchase at the time and in manner aforesaid.

**6. PROPERTY**

- 6.1 The Vendor shall show and prove the title of the SJV to the Property free from Encumbrances to the reasonable satisfaction of the Purchaser.
- 6.2 The Vendor shall procure the SJV to allow the Purchaser or the Purchaser's representatives to inspect the Property from time to time before Completion.

**7. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

- 7.1 The Vendor represents, warrants and undertakes to the Purchaser and its successors and assigns that each of the Warranties is true and accurate in all material respects and not misleading in any material respect.
- 7.2 Each of the Warranties shall be interpreted as a separate and independent Warranty and shall survive Completion and shall continue to have full force and effect notwithstanding Completion.
- 7.3 The Vendor agrees that the Purchaser shall treat each of the Warranties as a condition of this Agreement. If prior to the Completion Date, any of the Warranties are found to be untrue, misleading or incorrect in any material respect, the Vendor shall make its best efforts to duly and completely rectify or remedy the same to the reasonable satisfaction of the Purchaser within a reasonable period before the Completion Date and the Purchaser shall be entitled to give notice in writing to the Vendor to postpone the Completion Date to 7 business days or for such longer period until and after all such untrue, misleading or incorrect Warranties are rectified or remedied to its reasonable satisfaction.
- 7.4 The Warranties shall be deemed to be repeated as at Completion as if all

references therein to the date of this Agreement were references to Completion Date. The Warranties are given by the Vendor subject to the intent that they shall continue to have full force and effect notwithstanding Completion.

- 7.5 Notwithstanding Clause 7.3, The Purchaser or its nominee(s) shall be entitled to take action after Completion in respect of any breach or non-fulfillment of any of the Warranties and Completion shall not in any way constitute a waiver of any right of the Purchaser.
- 7.6 The Vendor shall before Completion promptly notify the Purchaser in writing of any matter or thing of which the Vendor becomes aware which is a breach of or inconsistent in any material respect with any of the Warranties herein contained.
- 7.7 If the Vendor shall, due to causes not within its control, become unable to rectify or remedy the breach of any of the Warranties or any inconsistency of them on or before Completion, the Purchaser shall be entitled to rescind this Agreement by written notice to the Vendor or the Vendor's Solicitors whereupon the rights and obligations of the Parties under this Agreement (other than this Clause 7.7, Clauses 10 to 16) shall automatically lapse and be of no further force and effect and no party shall have any liability under them (without prejudice to the rights of the Parties in respect of any antecedent breaches).

## **8. FURTHER ASSURANCE**

- 8.1 The Vendor shall execute, do and perform or procure to be executed, done and performed by other necessary parties all such further acts, agreements, assignments, assurances, deeds and documents as the Purchaser may reasonably require in order to give full effect to this Agreement.
- 8.2 Without prejudice to the generality of Clause 8.1 above, the Vendor shall, insofar as the same have not been provided, provide the Purchaser with a copy of all the title documents and certificates relating to the Property within fourteen (14) days from the date hereof.

## **9. NEGATIVE UNDERTAKINGS**

- 9.1 The Vendor hereby covenants and undertakes with the Purchaser that from the date of this Agreement until Completion (save with the prior consent in writing of the Purchaser) none of the Group Companies shall, except as expressly provided in this Agreement or in the normal course of business:-
  - 9.1.1 issue or agree to issue any of its shares or loan capital or grant or

- agree to grant any option over or right to acquire any of its shares or loan capital;
- 9.1.2 borrow or otherwise raise money or incur any indebtedness or create any security;
  - 9.1.3 enter into any capital commitment or undertake or incur any contingent liability;
  - 9.1.4 in any respect depart from its ordinary course of business;
  - 9.1.5 create or permit to arise any lien, charge, pledge, mortgage or other security interest on to or in respect of any of its undertaking, property or asset;
  - 9.1.6 declare, pay or make any dividends or other distributions;
  - 9.1.7 do or permit to do any act or thing that constitutes a breach of the Applicable Laws;
  - 9.1.8 enter into or terminate any material contract;
  - 9.1.9 change or otherwise alter its articles of association or other constitutive documents;
  - 9.1.10 consolidate, subdivide or convert any of its share capital;
  - 9.1.11 incorporate any subsidiary, directly or indirectly, in any subsidiary or acquire shares or interests in any company or dispose of any shares or interests in any company or acquire or dispose of any loans or loan capital;
  - 9.1.12 sell, transfer, lease, license or in any other way dispose of any of the material assets, business or undertaking (or any interest therein) of any of the Group Companies or contract to do so;
  - 9.1.13 create or assume any guarantee or indemnity for or otherwise secure the liabilities or obligations of any third parties;
  - 9.1.14 commence, defend or settle any litigation, arbitration or other proceedings;
  - 9.1.15 undertake anything which would require accounting treatment by way of provision reserve or extraordinary item;
  - 9.1.16 grant any power of attorney or delegate directors' powers save for



the purposes of completing this Agreement;

- 9.1.17 make any material change to the accounting procedures or principles by reference to which its accounts are drawn up;
- 9.1.18 permit any of their insurance policies to lapse or do anything which would reduce the amount or scope of cover or make any of their insurance policies void or voidable;
- 9.1.19 do or permit to do any act or thing that constitutes a breach of the Applicable Laws; or
- 9.1.20 enter into any new contracts or agree to do so except in the ordinary course of business of the respective Group Company.

## **10. TIME AND WAIVER**

- 10.1 Time shall in every respect be of the essence of this Agreement.
- 10.2 No time or indulgence given by any Party to the other Party shall be deemed or in any way be construed as a waiver of any of its rights and remedies hereunder.

## **11. NOTICES**

- 11.1 Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the Vendor, the Group or the Purchaser at the following address set out below :-

### To the Vendor or the Group:

Name : The Vendor or the Group, c/o Daisy Chan of  
Messrs. Tony Kan & Co., Solicitors  
Address : Suites 1901-2, 19<sup>th</sup> Floor, World-wide House, 19  
Des Voeux Road Central, Hong Kong  
E-mail address : [daisy152@tonykan.com.hk](mailto:daisy152@tonykan.com.hk)  
Fax number : 28105269

### To the Purchaser:

Name : The Purchaser, c/o Bess Seatwo of  
Messrs. Tse Yuen Ting Wong, Solicitors  
Address : 1501, 15/F, Ovest, 71 – 77 Wing Lok Street,  
Hong Kong

E-mail address : bseatwo@tytwsol.com  
Fax number : 39580422

- 11.2 Any notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered (a) if sent by facsimile or electronic mail, on the date of transmission or (b) if delivered personally, when delivered or (c) if sent by post, 7 days if overseas and 48 hours if local after the date of posting.

## **12. COSTS, EXPENSES AND TAXES**

- 12.1 Each of the Parties hereto shall bear its own costs and expenses. All taxes incidental to and arising out of this Agreement and all transactions hereby contemplated or in accordance with the Applicable Laws (including but not limited to any taxes payable in PRC and stamp duty (if any) on the transfer of the Sale Shares and the assignment of the Sale Loan) shall be borne solely by the party on whom such tax is levied or imposed on by the relevant tax authorities. Notwithstanding the foregoing, to avoid doubt and without limiting the generality of the Deed of Tax Indemnity, any transfer gains tax or valued added tax or taxes of a similar nature, imposed and payable in the PRC as a result of or incidental to the transfer of the Sale Shares and/or the de facto change of control of the Property shall be borne and paid forthwith by the Vendor solely and the Purchaser shall be fully indemnified by the Vendor therefor.

## **13. CONFIDENTIALITY**

- 13.1 Subject to Clause 13.2, each party hereto shall, and shall procure that their respective affiliates, directors, officers and agents will, treat as strictly confidential all information received or obtained as a result of entering into or performing this Agreement which relates to the provisions of this Agreement, the negotiations relating to this Agreement, the matters contemplated under this Agreement or the other parties to this Agreement.
- 13.2 The Vendor hereto may disclose, or permit its directors, officers and agents to disclose, information which would otherwise be confidential if and to the extent:
- (a) required by Applicable Laws and/or the Listing Rules;
  - (b) required by any regulatory or governmental body to which such party is subject or submits, wherever situated, whether or not the requirement of information has the force of law;

- (c) required to vest the full benefit of this Agreement in such party;
- (d) disclosed to the professional advisers and auditors of such party; and
- (e) the information has come into the public domain through no fault of such party.

13.3 The Vendor shall, promptly and in any event not later than 28 days from the date of this Agreement, provide to the Purchaser or such representatives as the Purchaser may nominate all such information relating to the Group and/or the Property and such access to the premises and all books, records, and other documents of the Group and/or the Property as the Purchaser may request and duly and promptly answer any question that the Purchaser or its representatives may raise in respect of such information and other materials and things so provided by the Vendor or otherwise relating to the Sale Shares or the Property to the reasonable satisfaction of the Purchaser.

#### 14. **GENERAL**

- 14.1 This Agreement shall be binding on and shall enure for the benefits of the successors and assigns of the Parties hereto but shall not be assigned by any Party without the prior written consent of the other Party.
- 14.2 No failure of any Party to exercise and no delay on its part in exercising any right hereunder will operate as a release or waiver thereof, nor will any single or partial exercise of any right under this Agreement preclude any other or further exercise of it or the exercise of any right or prejudice or affect any right against others under the same liability whether joint, several or otherwise.
- 14.3 Any variation to this Agreement shall be binding only if it is recorded in a document signed by all the Parties.
- 14.4 This Agreement constitutes the entire agreement and understanding between the Parties in connection with the subject-matter of this Agreement and supersedes all previous proposals, representations, warranties, agreements or undertakings relating thereto whether oral, written or otherwise and neither Party has relied on any such proposals, representations, warranties, agreements or undertakings.
- 14.5 If at any time any one or more provisions hereof is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, the validity, legality, enforceability or performance of the remaining provisions hereof shall not thereby in any way be affected or impaired.

- 14.6 This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts, each of which when so executed and delivered shall be the original, but all the counterparts shall together constitute one and the same instrument.
- 14.7 In this Agreement, where any liability is undertaken by two or more persons the liability of each of them shall be joint and several. If any Party shall consist of two or more persons, all the covenants agreements undertakings obligations and liabilities herein expressed or implied on the part of that Party shall be deemed to be joint and several.

**15. THIRD PARTIES' RIGHTS**

- 15.1 A person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any provisions of this Agreement.

**16. GOVERNING LAW**

- 16.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the Parties hereto agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

**SCHEDULE 1 – PART A**

**DETAILS OF THE COMPANY**

Name of company	: HONEST CITY ENTERPRISES LIMITED
Company number	: 1921830
Date of incorporation	: 24 <sup>th</sup> August 2016
Place of incorporation	: British Virgin Islands
Paid share capital	: US\$1.00
Issued shares	: FIFTY THOUSAND (50,000) ordinary shares
Shareholder(s)	: Champion Technology Holdings Limited – holding 50,000 shares
Director(s)	: Chan Wai
Registered office address	: Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands
Sole business	: Investing in and holding the Hong Kong Company

**SCHEDULE 1 – PART B**

**DETAILS OF THE HONG KONG COMPANY**

Name of company	: GOLDEN FIELD PROPERTY LIMITED 新金域地產有限公司	
Company number	: 0347866	
Date of incorporation	: 12 March 1992	
Place of incorporation	: Hong Kong	
Paid share capital	: HK\$10,000,000.00	
Issued shares	: Ten Million (10,000,000) ordinary shares	
Shareholder(s)	: HONEST CITY ENTERPRISES LIMITED WELL HARVEST ENTERPRISES LIMITED CHAN SIU HUNG LAW SHING HUNG	5,100,000 3,400,000 750,000 750,000
Director(s)	: YEUNG CHI HANG CHAN WAI	
Secretary	: CHAU OI LAN	
Registered office address	: Unit 4214-15, 42 <sup>nd</sup> Floor, Hong Kong Plaza, 188 Connaught Road, Hong Kong	
Sole business	: Investing in and holding the SJV	
Mortgage and Charges	: Nil	

## **SCHEDULE 1 – PART C**

### **DETAILS OF THE SJV**

名称	:	東莞新金域怡景酒店有限公司
统一社会信用代码	:	91441900723846368Y
成立地	:	中华人民共和国
地址	:	东莞市塘厦镇环市东路6号
法定代表人	:	林威
注册资本	:	貳仟壹佰伍拾万元人民币
实收资本	:	貳仟壹佰伍拾万元人民币
公司类型	:	有限责任公司
经营范围	:	酒店经营（含中西餐厅、歌舞厅、卡拉OK、桑拿）、糕点制售、沐足和美容美发。（依法须经批准的项目，经相关部门批准后方可开展经营活动。）
成立日期	:	2000年07月01日
营业期限	:	2000年07月01日至2050年06月19日
股东	:	东莞市塘厦镇房地产开发公司、新金域地产有限公司
登记状态	:	存续（在营、开业、在册）

## **SCHEDULE 2**

### **1. General information and powers of the Vendor**

- 1.1 Each of the Group Companies has been duly incorporated and is validly existing under the Applicable Laws.
- 1.2 The information set out in Recitals (A) to (C) and Schedules 1 to 3 is true and accurate in all material respects.
- 1.3 The Vendor has full power to enter into this Agreement and to exercise its rights and perform its obligations hereunder and this Agreement shall, when executed, be a legal, valid and binding agreement on them and enforceable in accordance with the terms hereof.

### **2. Effect of execution of this Agreement**

- 2.1 The execution or the performance of this Agreement will not result in a breach of, conflict with, or give rise to an event of default under, any agreement or arrangement to which any Group Company is a party or by which any Group Company is bound.
- 2.2 The execution or the performance of this Agreement will not have any material adverse effect on the assets or business of any of the Group Companies.

### **3. Sale Shares**

- 3.1 The Sale Shares were allotted issued and fully paid in accordance with the articles of association of the Company and in compliance with all relevant laws of Hong Kong.
- 3.2 The Sale Shares are free from all Encumbrances, and together with all rights and entitlements attaching thereto.
- 3.3 The Vendor is the registered and beneficial owner of the Sale Shares and has the legal right to dispose of the Sale Shares.
- 3.4 The Sale Shares represent the total issued shares of the Company.



- 3.5 There is no Encumbrance on, over or affecting any part of the unissued share or loan capital of any of the Group Companies 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.

#### **4. Sale Loan**

- 4.1 The Sale Loan was made and extended in compliance with the Applicable Laws and all relevant laws to which it is subject and there is no written loan agreement in respect thereof.
- 4.2 The Sale Loan constitutes direct, unconditional, unsecured, unsubordinated and general obligations of, and shall rank at least *pari passu* with, all other existing unsecured obligations (if any) issued, created or assumed by the relevant Group Companies, except for obligations accorded preference by mandatory provisions of the Applicable Laws.
- 4.3 The Sale Loan together with all rights, benefits and title thereof and thereto are as at the date hereof, and will up to Completion continue to be, legally and beneficially owned by the Vendor free from any and all Encumbrances.
- 4.4 The Vendor has the legal right to assign the Sale Loan to the Purchaser.
- 4.5 The Sale Loan represents the total amount of all outstanding indebtedness or liabilities (whether due or not) owing from the Group to the Vendor immediately prior to Completion.

#### **5. Accounts**

- 5.1 The Audited Accounts and the Completion Accounts (collectively “**Accounts**”) give a true and fair view of the state of affairs, the assets and liabilities and profits or losses of the Group as at the relevant accounts date and have been prepared in accordance with generally accepted accounting principles in Hong Kong consistently applied and have been prepared and/or audited in accordance with the Companies Ordinance and other applicable laws and accounting principles.
- 5.2 The Accounts are true and accurate in all material respects and include adequate provision or reserve for, or disclosure for all bad and doubtful debts and all established liabilities, make proper and adequate provision for (or contain or will contain a note in accordance with good accounting practice in respect of) all deferred, disputed or contingent liabilities (whether liquidated

or unliquidated) and all capital commitments of the Group as at the relevant accounts date, indicate clearly which of those liabilities are not usually provided or reserved, and the reserves and provisions (if any) made therein for all taxation relating to any period on or before the relevant accounts date are proper and adequate.

- 5.3 The Accounts are not adversely affected by any unusual, exceptional, extraordinary or non-recurring items which are not disclosed in the relevant Accounts.
- 5.4 All Group Companies' accounts, books, ledgers, financial and other records are in their possession or under their control, up-to-date and contain a complete and accurate record of all matters required to be entered in them by the applicable laws law and accounting principles.
- 5.5 Since the Accounts Date:-
- (i) there has been no material adverse change, nor any development reasonably likely to involve a prospective material adverse change, in the financial position of the Group;
  - (ii) there has been no adverse change in the financial, cashflow, trading position or prospects of the Group;
  - (iii) there has been no material change in the assets and liabilities as shown in the Audited Accounts apart from intragroup offsetting of intercompany debts;
  - (iv) no share or loan capital of any Group Company has been, or agreed to be, issued, allotted, redeemed, purchased or repaid by it;
  - (v) the Group has not borrowed any money or raised any money save for the Shareholder's Loan; and
  - (vi) none of the Group Company has entered or will enter into any material contract or commitment binding on it and there has not been any acquisition or disposal by any Group Company of fixed or capital assets or any agreement to effect the same.
- 5.6 No part of the amounts included in the Accounts or subsequently recorded in the books of the Group Companies, as owing by any debtors, will have been released on terms that any debtor pays less than the full book value of its debt, or has been written off, or will be proven to any extent to be

irrecoverable, or is now regarded by the Group Companies as irrecoverable in whole or in part.

- 5.7 No transaction of any material importance to which any of the Group Companies is a party will have taken place which if it had taken place would have been required to be disclosed or reflected in the Accounts.

## **6. Liabilities and Indebtedness**

The Group will not at Completion have any indebtedness or liabilities (whether actual or contingent) other than the following items : -

- (a) the Shareholder's Loan;
- (b) all deferred tax liabilities, if any; and
- (c) accrued expenses and other accounts payable in the ordinary course of business of the Group, if any.

## **7. Material Contracts**

- 7.1 Save as Disclosed and except the subcontract agreement made between the shareholders of SJV and Excellent Base Dynasty Company Limited and signed before a Chinese attorney on 15 April 2002, a supplemental agreement dated 18 April 2003 and a guarantee agreement dated 22 October 2006, none of the Group Companies is a party to, or subject to any agreement, contract, arrangement, obligation or liability which:

- (i) involves a monetary value of more than RMB100,000.00 annually; or
- (ii) involves a term of more than 1 year; or
- (iii) is not terminable by notice; or
- (iv) restricts its freedom to carry on its business in any part of the world in such manner as it thinks fit; or
- (v) imposes such obligations or liabilities which by reason of their magnitude or nature ought reasonably to be disclosed or made known to the Purchaser.

- 7.2 There is no outstanding guarantee or indemnity given by or for the benefit of any of the Group Companies.
- 7.3 None of the Group Companies is in material breach or alleged to be in material breach of any contract to which it was, is or has been a party and so far as the Vendor is aware, there are no circumstances which could lead to such a breach.
- 7.4 The subcontract agreement made between the shareholders of SJV and Excellent Base Dynasty Company Limited on 15 April 2002, a supplemental agreement dated 18 April 2003 and a guarantee agreement dated 22 October 2006 are still valid and existing.

**8. No litigation**

- 8.1 None of the Group Companies has been engaged in any civil, criminal, administrative or arbitration claim, proceedings or enquiries and there are no such proceedings or enquiries pending or threatened by or against it or any of its directors, legal representatives or officers and, to the best knowledge, information and belief of the Vendor, there is no matter or fact in existence which might give rise to the same.
- 8.2 None of the Group Companies has given any undertaking to any court or to any third party arising out of any legal proceedings and none of its property or assets is subject to any outstanding injunction, order, judgment, decree or arbitral award of any court, tribunal, arbitrator, governmental agency or other regulatory body.

**9. Insurance**

- 9.1 The assets of the Group which are of an insurable nature have at all material times been insured against all such risks normally insured by a prudent person carrying on a similar business to the Group and has at all times effected all insurances required by law.
- 9.2 All premiums due on any insurance policies taken out by any of the Group Companies have been duly and punctually paid and all such policies are valid and in force and the Group Companies have not done anything or omitted to do anything which might make any of the policies void or voidable or might entitle any insurer not to pay all or part of any claim under any of such policies.

- 9.3 No claim is outstanding under any of the insurance policies taken out by any of the Group Companies and no circumstance exists which might give rise to a claim under any of the policies.

**10. Employment arrangements**

- 10.1 Both the vendor and the Purchaser agree that all employees employed by SJV upon Completion would continue to be employed by SJV under the terms and conditions persisting at the time of Completion.

**11. Taxation**

Each of the Group Companies has, in respect of all years of assessment since their incorporation falling before the date of this Agreement made or caused to be made all proper tax returns, and has supplied or caused to be supplied all information regarding taxation matters which it is required to be made or supply to any tax authority (in PRC, Hong Kong or elsewhere) and there is no dispute or disagreement nor is there any contemplated dispute or disagreement with any of such authority.

- 11.2 All taxation for which any Group Company is or has been liable to account for has been duly paid or provision has been made in the Accounts.
- 11.3 The provisions in the Accounts (if any) are sufficient to cover all taxation in respect of all periods ending on or before the relevant accounts date for which any of the Group Companies was then or might at any time thereafter become or have become liable.
- 11.4 Since the Accounts Date, none of the Group Companies has been involved in any transaction outside the ordinary course of business which has given or may give rise to a liability to taxation on it.
- 11.5 None of the Group Companies is in dispute with any taxation or revenue authority and, so far as the Vendor and/or the Group is/are aware, no such dispute is pending or threatened.

**12. Intellectual Property Rights**

- 12.1 None of the Group Companies owns or holds any legal or beneficial interest in any trademarks, copyrights, patents or other intellectual properties, and no licenses or licences of right have ever been granted to it in respect of any trademarks, copyrights, patents or other intellectual properties.

**13. No winding-up**

- 13.1 None of the Group Companies is in receivership or liquidation and so far as the Vendor is aware, no Group Company has taken any steps to enter liquidation and no petition has been presented for winding up or appointment of a receiver of any Group Company.
- 13.2 No order has been made or resolution passed for the winding up of any Group Company and there is no outstanding:-
- (i) petition or order for the winding up of any Group Company;
  - (ii) receivership of the whole or any part of the undertaking or assets of any Group Company;
  - (iii) petition or order for the administration of any Group Company; or
  - (iv) voluntary arrangement between any Group Company and any of its creditors.
- 13.3 There are no circumstances which are known, or would on reasonable enquiry be known, to the Vendor and/or the Group and which would entitle any person to present a petition for the winding up or administration of any Group Company or to appoint a receiver of the whole or any part of its undertaking or assets.
- 13.4 No distress, execution or other process has been levied against any Group Company or action taken to repossess goods in the possession of any Group Company.
- 13.5 None of the Group Companies has created any floating charge which has not yet been discharged.

**14. Subsidiary and Associated Companies**

- 14.1 Save and except the Hong Kong Company and the SJV, the Company does not have any interest (whether directly or indirectly) in any subsidiary or associated companies, nor has it agreed to acquire any interest in any body corporate.
- 14.2 None of the Group Companies is, or has it agreed to become, a member of any partnership or other unincorporated association or joint venture.

**15. Compliance with Constitutions**

- 15.1 Copies of the Group Companies' memoranda and articles which have been produced to the Purchaser are true and complete in all respects. So far as the Vendor is aware, each of the Group Companies has complied with its memorandum and articles of association in all respects and none of the activities, agreements, commitments or rights of any of the Group Companies is ultra vires or unauthorized.

**16. Corporate Records**

- 16.1 The Group Companies' registers of members, directors, secretary and charges and the statutory books of them are up to date and contain true records of all matters required by the applicable laws and regulations to be dealt with therein and all annual or other returns required to be filed with the Government Authorities have been properly filed within any applicable time limit. The Company has complied in all respects with all applicable laws and regulations.
- 16.2 The minute books of directors' meetings and of shareholders' meetings respectively contain full and accurate records of all resolutions passed by the directors and the shareholders respectively of each of the Group Companies and no resolution has been passed by either the directors or the shareholders of any of the Group Companies which are not recorded in the relevant minute books.
- 16.3 The registers of mortgages, charges and other encumbrance maintained by each of the Group Companies are correct and there is no mortgage charge and encumbrance of any of the Group Companies which has not yet been discharged and satisfied as at the date hereof and there will be no mortgage charge and encumbrance of any of the Group Companies at Completion.

**17. The Property**

- 17.1 There is no transfer, sale, assignment, further charge, mortgage or otherwise disposal of the SJV interests in the Property or any agreement to do any of the aforesaid save as otherwise expressly provided in this Agreement.
- 17.2 The SJV is at the date hereof, and will at the Completion Date be, the sole registered, legal and beneficial owner of the Property free from all Encumbrances.
- 17.3 There is no outstanding and unobserved or unperformed obligation with respect to the Property necessary to comply with the requirements (whether

formal or informal) of any competent authority exercising statutory or delegated powers.

- 17.4 There are no outstanding or anticipated monetary or other claims or liabilities contingent or otherwise in respect of the Property including compensation for disturbance or improvements in respect of any past tenancy, letting, lease or licence.
- 17.5 There are no compulsory purchase notices, resumption orders, drainage proposals, environmental protection or control notices or orders or other notices or orders or resolutions affecting the Property, nor are there any circumstances likely to lead to any being made.
- 17.6 There is no closure, demolition, clearance orders, or other orders affecting the Property, nor are there any circumstances likely to lead to any being made.
- 17.7 The Group has not received any notice from any governmental body, authority or department concerning the resumption of the Property or any part thereof.
- 17.8 There are no disputes with any adjoining or neighbouring owners with respect to boundary walls and fences, or with respect to any easement, right or means of access to the Property.
- 17.9 There is no outstanding and unobserved or unperformed obligation necessary to comply with any notice or other requirement given by the competent governmental authorities.
- 17.10 The Property is insured in its full reinstatement value, and against third party and public liabilities to an adequate extent.
- 17.11 All premiums payable in respect of insurance policies with respect to the Property which have become due have been duly paid, and no circumstances have arisen which would vitiate or permit the insurers to avoid such policies.
- 17.12 The title documents and certificates to be delivered to the Purchaser by the Vendor, represent all title documents and certificates relating to the Property.
- 17.13 There are no outstanding complaints, orders, actions, disputes, claims or demands between any of the Group Companies and any third party affecting the Property or any part thereof.
- 17.14 Save as Disclosed prior to the signing hereof, no leases, tenancy agreements, licence agreements or agreements to part with possession or occupation or



options to renew in any manner or commitments therefor have been entered into in relation to the Property, or any part thereof.

- 17.15 The Property is accessible by public roads and enjoys the main services of water, drainage, electricity, gas, telephone line and other utility services.
- 17.16 All licences, consents and approvals required from the competent governmental authorities relating to the Property have been obtained, and the covenants on the part of the WFOE contained in such licences, consents and approvals have been duly performed and observed.
- 17.17 No structural or other material defects have appeared in respect of or is affecting the Property or any parts thereof and all its structures are in good and substantial repair and condition. No development or construction work had been carried out in relation to the Property which would require any consent under or by virtue of the Applicable Laws without such consent having been properly obtained and any conditions or restrictions imposed thereon have been fully observed and performed.
- 17.18 The current uses of the Property are in compliance with the provisions, covenants, terms and conditions of any conditions and any regulations in force relating to the Property, and all necessary certificates of compliance, occupation permits and other consents and authorities for such use have been issued and are in force and there are no circumstances known or which would on reasonable enquiry be known to the Vendor which are likely to result in the forfeiture, avoidance, withdrawal or non-renewal of or restriction on or amendment to the same.
- 17.19 The management fees, property related tax and all other outgoings in respect of the Property, if due for payment before Completion, have been and will be duly paid.
- 17.20 None of the Group Companies has contracted to sell or grant any option over or otherwise dispose of its interest in or part with possession of the Property or any part thereof and none of the Group Companies has mortgaged, charged or otherwise encumbered such interest or agreed to do so.

**18. Business of the SJV**

- 18.1 Save and except for acquisition, holding and past letting of the Property, the SJV has not been engaged in any business activities since its inception.

**19. Powers of Attorney**

- 19.1 There has been no power of attorney granted by any of the Group Companies.
- 19.2 No person is entitled or authorized in any capacity to bind or commit any of the Group Companies to any obligation outside the ordinary course of its business.

**20. No material non-disclosures**

- 20.1 To the best knowledge of the Vendor, all disclosures made and to be made by the Vendor and the Group in connection with the subject matter of this Agreement are accurate and not misleading in all material respects.
- 20.2 There is no adverse material or substantial factors or circumstances known to the Vendor relating to the business or affairs of the Group which have not been disclosed to the Purchaser before Completion.

### **SCHEDULE 3**

#### **THE PROPERTY**

位于中华人民共和国广东省东莞市塘厦镇环市东路 6 号的土地使用权及房屋使用权。有关该物业的土地使用权证(编号：东府国用（1992）第特 100 号、东府国用（2003）第特 684 号)、房地产权证(编号：粤房地证字第 C 4285742 号、粤房地证字第 C 4285741 号、粤房地证字第 C 4285740 号)及其他产权文件的复印本附录于此协议作为 Annexure B，以资识别。

## **SCHEDULE 4**

### **PART A – VENDOR’S OBLIGATIONS**

At Completion:-

- (a) the Vendor shall, insofar as the same have not been delivered, deliver to the Purchaser’s Solicitors originals of the following (unless the context specifies otherwise) :-
  - (i) instruments of transfer (and, where applicable, bought and sold notes) for the Sale Shares duly executed by the Vendor on its part in favour of the Purchaser (or its nominee(s)) and attested in such form as approved by the Purchaser’s Solicitors;
  - (ii) share certificate(s) in the name of the Vendor in respect of the Sale Shares;
  - (iii) all corporate documents of the Company:-
    - 1. Certificate of Incorporation;
    - 2. Certificate of Change of Name (if any);
    - 3. All previous and current business registration certificates;
    - 4. Statutory records and minute book written up to the Completion Date;
    - 5. Issued and unissued share certificates;
    - 6. Common seal;
    - 7. All company chops and rubber chops;
    - 8. Cheque stubs and bank statements;
    - 9. All accounting records, ledgers, vouchers and receipt books;
    - 10. All tax returns and assessments and all other documents and correspondence relating to taxation;
    - 11. All documents and correspondence relating to their business and affairs;
    - 12. All copies of memoranda and articles of association or bye-laws; and
    - 13. All contracts of which any of them is a party.
  - (iv) If required by the Purchaser, letters of resignation, in the form set out in Part A of Schedule 5 duly signed by all the existing director(s) and secretary of the Company and the Hong Kong Company;

- (v) if required by the Purchaser, letters of resignation, in the form set out in Part B of Schedule 5 duly signed by the incumbent auditors of the Company and the Hong Kong Company;
- (vi) if required by the Purchaser, all documents required for the purpose of changing the incumbent auditors of the SJV to such firm(s) as the Purchaser may nominate, duly signed and executed by all relevant parties including but not limited to the incumbent auditors in accordance with the Applicable Laws, regulations and practices
- (vii) all applicable corporate documents, certificates, contracts, permits, approvals and items of the SJV, if any;
- (viii) the Purchaser or his representative may go to the SJV to inspect the following documents:-
  - 1. 企業法人營業執照（三證合一）（正本及副本）；
  - 2. 所有驗資報告；
  - 3. 過去五年審計報告；
  - 4. 公章、財務章。
- (ix) if required by the Purchaser, all documents required for the change of the legal representative, directors, supervisors and other officers of the SJV including but not limited to resignation letters from their respective offices or positions of, in or relating to the SJV, duly signed and executed by its legal representative, management, directors, supervisors and officers in accordance with the Applicable Laws and regulations in PRC;
- (x) two (2) counterparts of the Deed of Assignment duly executed by the Vendor and the Company and attested;
- (xi) two (2) counterparts of the Deed of Tax Indemnity duly executed by the Vendor and the Company and attested;
- (xii) Completion Accounts;
- (xiii) if required by the Purchaser, all documents required for the purpose of changing the authorized signatories of all bank accounts of the Group Companies to such person(s) as the Purchaser may nominate, duly signed and executed by all relevant parties including but not

limited to the existing authorized signatories in accordance with the Applicable Laws, regulations and practices;

(xiv) the board resolutions of the Company :-

1. approving the execution of this Agreement, the Deed of Assignment and the Deed of Tax Indemnity;
2. approve the transfer of the Sale Shares to the Purchaser (or its nominee(s)) and authorise the issue of new certificate therefor;
3. appointing such person(s) as the Purchaser may nominate as director(s) and secretary of the Company and, where applicable, accepting the resignation of the incumbent directors and secretary of the Company, such appointment and resignation (if any) to take effect from the Completion Date;
4. (if required by the Purchaser) appointing such firm(s) as the Purchaser may nominate as auditors of the Company and accept the resignation of the incumbent auditors of the Company, such appointment and resignation to take effect from the Completion Date; and
5. changing the registered address of the Company (if required) to such place as the Purchaser may nominate;

(xv) if required by the Purchaser and subject to the sanction of the board of the Hong Kong Company, the board resolutions of the Hong Kong Company :-

1. acknowledging the execution of this Agreement;
2. appointing such person(s) as the Purchaser may nominate as directors and secretary of the Hong Kong Company and where applicable, accepting the resignation of the incumbent directors and secretary of the Hong Kong Company, such appointment and resignation (if any) to take effect from the Completion Date;
3. (if required by the Purchaser) appointing such firm(s) as the Purchaser may nominate as auditors of the Hong Kong Company and accept the resignation of the incumbent auditors of the Hong Kong Company, such appointment and resignation (if any) to take effect from the Completion Date; and
4. changing the principal place of business of the Hong Kong Company (if required) to such place as the Purchaser may nominate;

- (xvi) if required by the Purchaser and subject to the sanction of the board of the SJV, the board resolutions of the SJV :-
1. acknowledging the execution of this Agreement;
  2. appointing such person(s) as the Purchaser may nominate as legal representative, management, directors, supervisors and officers of the SJV and accepting the resignation of the incumbent legal representative, management, directors, supervisors and officers of the SJV, such appointment and resignation to take effect from the Completion Date subject to consents and approvals of PRC Government Authorities, if any;
  3. (if required by the Purchaser) appointing such firm(s) as the Purchaser may nominate as auditors of the SJV and accept the resignation of the incumbent auditors of the SJV, such appointment and resignation to take effect from the Completion Date; and
  4. changing the principal place of business of the SJV (if required) to such place as the Purchaser may nominate;
- (xvii) insofar as the same has not been delivered to the Purchaser's Solicitors prior to Completion, all the title documents and certificates of the Property; and
- (xviii) if required by the Purchaser, all books, records, accounts and other documentation, articles and things belonging to the Group Companies.

## **PART B – PURCHASER’S OBLIGATIONS**

On Completion:-

- (a) the Purchaser shall deliver to the Vendor’s Solicitors:
  - (i) cashier order(s) or solicitors’ cheque(s) in favour of the Vendor’s Solicitors and/or such other parties as the Vendor may direct in writing for the balance of the Transaction Consideration pursuant to Clause 4.2.3 of this Agreement;
  - (ii) One (1) part of the Deed of Assignment duly executed by the Purchaser and attested; and
  - (iii) One (1) part of the Deed of Tax Indemnity duly executed by the Purchaser and attested.



**SCHEDULE 5**

**PART A – RESIGNATION LETTER**

Date:     *[Completion Date]*

To    :     The Board of Directors  
              [HONEST CITY ENTERPRISES LIMITED]  
              [GOLDEN FIELD PROPERTY LIMITED]

**Re:   Resignation as Director**

I/We, *[Name]* hereby resign as director of [HONEST CITY ENTERPRISES LIMITED] [GOLDEN FIELD PROPERTY LIMITED] (the “**Company**”) with effect from the date hereof.

We confirm that I/we have no claim, demand, litigation or proceeding whatsoever whether present or future against the Company in respect of disbursements, compensation for loss of office, unpaid fees or otherwise howsoever in relation to my/our office as director.

Signed by:-

---

**SCHEDULE 5 (continued)**

**PART A – RESIGNATION LETTER**

Date:    *[Completion Date]*

To    :    The Board of Directors  
          [HONEST CITY ENTERPRISES LIMITED]  
          [GOLDEN FIELD PROPERTY LIMITED]

**Re:   Resignation as Secretary**

I/We, *[Name]*, hereby resign as secretary of [HONEST CITY ENTERPRISES LIMITED][GOLDEN FIELD PROPERTY LIMITED] (the “**Company**”) with effect from the date hereof.

I/We confirm that I/we have no claim, demand, litigation or proceeding whatsoever whether present or future against the Company in respect of disbursements, compensation for loss of office, unpaid fees or otherwise howsoever in relation to my/our office as secretary.

Signed by:-

---

**SCHEDULE 5 (continued)**

**PART B – RESIGNATION LETTER**

Date:     *[Completion Date]*

To    :     The Board of Directors  
              [HONEST CITY ENTERPRISES LIMITED]  
              [GOLDEN FIELD PROPERTY LIMITED]

Dear Sirs,

**Re:   Resignation as Auditors**

We hereby tender our resignation as the auditors of [HONEST CITY ENTERPRISES LIMITED][GOLDEN FIELD PROPERTY LIMITED] (the “**Company**”) with effect from the date of this resignation letter.

We confirm that we have no claim against the Company for breach of contract or on any other account whatsoever and that no agreement or arrangement is outstanding under which the Subsidiary has or could have any obligation to us.

We further confirm that there are no circumstances connected with our resignation which we consider should be brought to the attention of any members or creditors of the Company.

**SIGNED BY:-**

---

Practicing Certificate No.: *[Number]*

**SCHEDULE 6**

**DEED OF ASSIGNMENT**

**Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_**

**CHAMPION TECHNOLOGY HOLDINGS LIMITED**

(as Assignor)

and

**CHU YING MAN**

(as Assignee)

and

**HONEST CITY ENTERPRISES LIMITED**

(as Company)

---

**ASSIGNMENT OF SHAREHOLDER'S LOAN**

**in respect of**

**GOLDEN FIELD PROPERTY LIMITED**

---

**TONY KAN & CO.**

**Solicitors & Notaries**

Suite 1901-2, 19<sup>th</sup> Floor,

World-wide House,

19 Des Voeux Road Central,

Hong Kong

Tel: (852) 3515 8388

Fax (852) 2810 5269

Ref: CWD/D23-2078702/DC

**THIS DEED OF ASSIGNMENT** is made the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

**BETWEEN:**

- (1) **CHAMPION TECHNOLOGY HOLDINGS LIMITED (冠軍科技集團有限公司)**, a company continued in Bermuda with limited liability whose principal place of business is situated at Units 4213-14, 42nd Floor, Hong Kong Plaza, 188 Connaught Road West, Hong Kong (Stock code: 92) (the “Assignor”);
- (2) **CHU YING MAN (朱英文)** (Holder of Hong Kong Identity Card No. G072070(3)) of Flat E, 4th Floor, Folkland Mansion, No. 8 Walnut Street, Tai Kok Tsui, Kowloon, Hong Kong (the “Assignee”);

**AND**

- (3) **HONEST CITY ENTERPRISES LIMITED (廉城企業有限公司)**, a company incorporated in British Virgin Islands with limited liability whose registered office is situate at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (the “Company”).

**WHEREAS:**

- (A) This Deed is made pursuant to an Agreement for Sale and Purchase in relation to the Company dated \_\_\_\_\_ and made between, *inter alia*, the Assignor as vendor and the Assignee as purchaser (“Agreement”).
- (B) As at the date hereof, the Company is indebted to the Assignor in the total amount of \_\_\_\_\_ (the “Sale Loan”).
- (C) The Assignor has agreed to transfer and assign all its title, rights, interests and benefits of and in the Sale Loan to the Assignee.

**NOW THIS DEED WITNESSETH** as follows :-

- (1) In consideration of the amount of \_\_\_\_\_ (receipt of which is hereby acknowledged by the Assignor), the Assignor as beneficial owner hereby transfers and assigns unto the Assignee all the title, rights, interests and benefits of the Assignor (whether directly or indirectly) in and to the Sale Loan absolutely and with immediate effect to the intent that the

Assignee shall be solely and absolutely entitled to the same to the exclusion of the Assignor.

- (2) The Assignor hereby warrants to the Assignee that :-
- (a) the Sale Loan is duly and validly owing by the Company to the Assignor;
  - (b) the Assignor is the beneficial owner of the Sale Loan (whether directly or indirectly) and has full power and authority to enter into this Deed and assign the Sale Loan without any consent or approval from any third party;
  - (c) the Sale Loan is hereby assigned to the Assignee free from any charge, lien and encumbrances; and
  - (d) the Assignor will as soon as practicable after being called upon by the Assignee so to do execute all further assurances and do all acts and deeds as may be reasonably required by the Assignee to perfect the title of the Assignee to the Sale Loan.
- (3) The Company hereby acknowledges and confirms to the Assignee that due notice in writing of the assignment of the full benefit and advantage of the Sale Loan has been received by the Company and as from the date hereof, the Sale Loan is owed to the Assignee and the Company will henceforth make all payments due under the Sale Loan, and discharge all of its obligations in respect thereof, to the Assignee directly instead of to the Assignor.
- (4) The Assignor covenants with and in favour of the Assignee to pay to the Assignee immediately on receipt of repayment of principal and/or interest which may be received by the Assignor after the date hereof from the Company in respect of the Sale Loan, and until such payment, to hold the same on trust for the Assignee absolutely.
- (5) This Deed shall be binding upon and enure for the benefit of each party's successors and assigns.
- (6) The provisions of Clause 11 of the Agreement relating to service of notice shall (*mutatis mutandis*) be incorporated in and be deemed to be part of this Deed.
- (7) This Deed shall be governed by and construed in accordance with Hong Kong law and the parties hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.

IN WITNESS whereof the parties hereto have executed this Assignment as a deed the day and year first above written.

THE ASSIGNOR

**SEALED** with the **Common Seal** of )  
**CHAMPION TECHNOLOGY** )  
**HOLDINGS LIMITED** )  
and **SIGNED** by )  
)  
)  
its director(s) and person(s) duly authorized )  
by its board of directors )  
in the presence of / whose signature(s) )  
being verified by:- )

THE COMPANY

**SEALED** with the **Common Seal** of )  
**HONEST CITY ENTERPRISES** )  
**LIMITED** and **SIGNED** by )  
)  
)  
its director(s) and person(s) duly authorized )  
by its board of directors )  
in the presence of / whose signature(s) )  
being verified by:- )



THE ASSIGNEE

**SIGNED SEALED and DELIVERED** )  
by **CHU YING MAN** )  
in the presence of:- )

Interpreted to the Assignee by:-

**SCHEDULE 7**

**DEED OF TAX INDEMNITY**

**Dated the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.**

**CHAMPION TECHNOLOGY HOLDINGS LIMITED**  
(as Vendor)

and

**CHU YING MAN**  
(as Purchaser)

and

**HONEST CITY ENTERPRISES LIMITED**

---

**DEED OF TAX INDEMNITY**

---

**TONY KAN & CO.**  
**Solicitors & Notaries**  
Suite 1901-2, 19<sup>th</sup> Floor,  
World-wide House,  
19 Des Voeux Road Central,  
Hong Kong  
Tel: (852) 3515 8388  
Fax (852) 2810 5269  
Ref: CWD/D23-208702/DC

**THIS DEED OF TAX INDEMNITY** is made the                      day of                      20

**BETWEEN:**

- (1) **CHAMPION TECHNOLOGY HOLDINGS LIMITED** (冠軍科技集團有限公司), a company continued in Bermuda with limited liability whose principal place of business is situated at Units 4213-14, 42nd Floor, Hong Kong Plaza, 188 Connaught Road West, Hong Kong (Stock code: 92) (the **"Covenantor"**);
- (2) **CHU YING MAN ( 朱英文 )** (Holder of Hong Kong Identity Card No. G072070(3)) of Flat E, 4th Floor, Folkland Mansion, No. 8 Walnut Street, Tai Kok Tsui, Kowloon, Hong Kong (the **"Purchaser"**);

**AND**

- (3) **HONEST CITY ENTERPRISES LIMITED** (廉城企業有限公司), a company incorporated in British Virgin Islands with limited liability whose registered office is situate at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (the **"Company"**).

(the Purchaser and the Company shall hereinafter be referred to collectively as the **"Indemnified Parties"**)

**WHEREAS :-**

- (A) The Covenantor is the registered legal and beneficial owner of FIFTY THOUSAND (50,000) ordinary shares of and in the Company and has agreed to sell FIFTY THOUSAND (50,000) ordinary shares of and in the Company, representing the total issued share capital of the Company (**"Sale Shares"**) to the Purchaser.
- (B) By an agreement dated \_\_\_\_\_ (**"Agreement"**) in respect of, amongst other things, the sale and purchase of the Sale Shares entered into between the Covenantor (as seller), the Purchaser (as buyer) and the Company, the Covenantor agreed to sell and the Purchaser agreed to purchase the Sale Shares subject to the terms and conditions therein provided.
- (C) The Covenantor has agreed to execute this Deed in favour of the Indemnified Parties subject to the terms and conditions hereunder appearing.

**NOW THIS DEED WITNESSETH** as follows :-

1. **INTERPRETATION**

1.1 Words and expressed used herein, unless otherwise expressed or required by the context, shall have the same meanings as those used or defined in the Agreement.

1.2 In this Deed, in addition to the definitions in the Agreement, the following words and expressions shall have the meanings ascribed to each of them respectively below:

**“Claim”** includes in respect of Taxation, any assessment, notice, demand or other document issued or action taken by or on behalf of any other statutory or governmental authority whatsoever in PRC, Hong Kong or in any other part of the world under which any of the Indemnified Parties is liable or is sought to be made liable for any payment of any form of Taxation or is deprived of any Relief or right to repayment of any form of Taxation which Relief or right to repayment would but for the Taxation Claim have been available to such Indemnified Parties;

**“events”** includes (without limitation) the death of any person, any action, omission or transaction whether or not any of the Indemnified Parties is a party thereto 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 of this Deed;

**“Group”** the Company, Hong Kong Company and the SJV; and **“Group Company(ies)”** shall mean any of them;

**“Relief”** means any relief, allowance, set-off or deduction in computing profits, right to repayment of Taxation available to any of the Indemnified Parties credit or granted by or pursuant to any legislation or otherwise relating to all forms of Taxation; and

**“Taxation”** (i) any liability to any form of taxation, duty, impost, levy, rate, or other amount payable to any revenue, customs or fiscal authorities whenever created or imposed and whether of PRC, of Hong Kong or of any other part of the world, including, without limitation, profits

tax, provisional profits tax, interest tax, salaries tax, property tax, taxes on income, estate duty, capital duty, stamp duty, payroll tax, withholding tax, rates, customs and excise duties and other similar liabilities – including but not limited to any PRC Tax imposed on the transfer gains or otherwise required to be paid pursuant to or in connection with Bulletin 7 on the sale and purchase of the Sale Share under the Agreement and all transactions thereby contemplated; and

- (ii) all interest, penalties, costs, charges and expenses incidental or relating to the liability to Taxation which is the subject of this Deed to the extent that the same is payable or suffered by any of the Indemnified Parties.

## **2. INDEMNITY**

2.1 Subject as hereinafter provided, the Covenantor hereby covenants and agrees with each of the Indemnified Parties, that it will fully and effectually indemnify and at all times keep fully and effectually indemnified the Indemnified Parties from and against :-

- (a) the amount of any and all Taxation falling on any of the Indemnified Parties, resulting from or by reference to any income, profits, gains, transactions, events, matters or things earned, accrued, received, entered into or occurring up to and including the date of this Deed, whether or not such Taxation is chargeable against or attributable to any other person, firm or company, including any and all Taxation resulting from the receipt by any of the Indemnified Parties of any amounts paid by the Covenantor under this Deed; and
- (b) any and all costs (including all legal and other professional costs) and expenses or other liabilities which any of the Indemnified Parties may incur in connection with:-
  - (i) the settlement of any claim under this Deed;
  - (ii) any legal proceedings in which any of the Indemnified Parties claims under or in respect of this Deed and in which judgment is given for any of the Indemnified Parties; and

(iii) the enforcement of any such settlement or judgement.

- 2.2 No claim under this Deed shall be made by more than one of the Indemnified Parties in respect of the same Taxation.
- 2.3 No claim shall be brought against the Covenantor in respect of any Claim relating to Taxation, after the expiry of seven (7) years from the date hereof.

### **3. CLAIM**

- 3.1 In the event of any Claim arising, the Indemnified Parties shall give or procure to give a written notice, as soon as practicable, to the Covenantor and, as regards any Claim, the Indemnified Parties shall, if directed in writing by the Covenantor, take such reasonable action to cause the Claim to be withdrawn, or to dispute, resist, appeal against, compromise or defend the Claim and any determination in respect thereof, but subject to it being indemnified and secured to its reasonable satisfaction by the Covenantor from and against any and all losses, liabilities (including additional Taxation), damages, interest, penalties, costs, charges and expenses which may be sustained or incurred.
- 3.2 Without the prior approval of the Indemnified Parties (which approval shall not be unreasonably withheld), the Covenantor shall make no settlement of any Claim nor agree any matter in the course of disputing any Claim likely to affect the amount thereof or the future taxation liability of any of the Indemnified Parties.
- 3.3 This Deed does not cover any Claim and the Covenantor shall be under no liability under this Deed in respect of Taxation:-
- (a) to the extent that provision has been made for such Taxation in the Accounts, and/or Completion Accounts and/or the Audited Completion Accounts; or
  - (b) which would not have arisen but for any act or omission by each of the Indemnified Parties effected without the prior written consent or agreement of the Covenantor, or otherwise than in the ordinary course of business after the date of this Deed; or
  - (c) to the extent that such Claim arises or is incurred as a result of the imposition of Taxation as a consequence of any retrospective change in the law or practice coming into force after the date of this Deed or to the extent such Claim arises or is increased by an increase in rates of Taxation after the date of this Deed with retrospective effect.

**4. REFUNDS**

- 4.1 If, after the Covenantor has made any payment pursuant to this Deed, any of the Indemnified Parties shall receive a refund of all or part of the relevant Taxation, such Indemnified Party shall repay to the Covenantor a sum corresponding to the balance of the refund remaining after deducting the aggregate of (a) any costs, charges and expenses payable or sustained or incurred by such Indemnified Party in recovering such refund; and (b) the amount of any additional Taxation which may be suffered or incurred by such Indemnified Party in consequence of such refund.

**5. NO WAIVER**

- 5.1 No failure or delay by any party hereto in exercising any right, power or remedy under this Deed shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercising of any other right, power or remedy. No waiver by any party hereto of any breach of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof. No breach of any provision of this Deed shall be capable of being waived or discharged except with the express written consent of the Indemnified Parties.

**6. NOTICES AND PROCESS AGENTS**

- 6.1 The provisions of Clause 11 of the Agreement relating to service of notice shall (mutatis mutandis) be incorporated in and be deemed to be part of this Deed.

**7. TIME OF ESSENCE**

- 7.1 Time shall be of the essence of this Deed.

**8. MISCELLANEOUS**

- 8.1 This Deed shall enure for the benefit of and be binding on each party and its respective successors Provided that none of the parties hereto may assign their respective rights and obligations hereunder without the others' prior written consent.



- 8.2 The terms and conditions herein contained constitute the entire agreement between the parties relating to the subject matter hereof and shall supersede all previous communications, oral or written, between the parties with respect to the subject matter hereof which are inconsistent with the provisions of this Deed.
- 8.3 Any provision of this Deed prohibited by or becomes unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed from this Deed and rendered ineffective so far as is possible without modifying the remaining provisions of this Deed. Where, however, the provisions of any such applicable law may be waived, they are hereby waived by the parties hereto to the full extent permitted by such law to the end that this Deed shall be valid, binding and enforceable in accordance with its terms.

**9. GOVERNING LAW AND JURISDICTION**

- 9.1 This Deed shall be governed by and construed in all respects in accordance with the laws of the Hong Kong and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts in relation to any proceedings arising out of or in connection with this Deed, but this Deed may be enforced in any other courts of competent jurisdiction.

IN WITNESS whereof this Deed has been executed as a deed by or on behalf of the parties hereto the date and year first above written.

THE COVENANTOR

**SEALED** with the **Common Seal** of )  
**CHAMPION TECHNOLOGY** )  
**HOLDINGS LIMITED** )  
and **SIGNED** by )  
)  
)  
its director(s) and person(s) duly authorized )  
by its board of directors )  
in the presence of / whose signature(s) )  
being verified by:- )

THE COMPANY

**SEALED** with the **Common Seal** of )  
**HONEST CITY ENTERPRISES** )  
**LIMITED** and **SIGNED** by )  
)  
)  
its director(s) and person(s) duly authorized )  
by its board of directors )  
in the presence of / whose signature(s) )  
being verified by:- )

THE PURCHASER

**SIGNED SEALED and DELIVERED** )

by **CHU YING MAN** )

in the presence of:- )

Interpreted to the Purchaser by:-

**ANNEXURE A**

**AUDITED ACCOUNTS**

**GOLDEN FIELD PROPERTY LIMITED**

**新金城地產有限公司**

**REPORTS AND  
CONSOLIDATED FINANCIAL STATEMENTS**

**30 JUNE 2021**

**Golden Field Property Limited**  
**新金域地產有限公司**

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**Golden Field Property Limited**  
**新金城地產有限公司**

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**Corporate Data**

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***Directors***

Chan Wai  
Lau Ka Lai  
Yeung Chi Hang

***Secretary***

Chan Wai

***Registered office and principal  
place of business***

4213-14, 42nd Floor  
Hong Kong Plaza  
188 Connaught Road West  
Hong Kong

***Independent auditor***

Moore Stephens CPA Limited  
801-806 Silvercord, Tower 1  
30 Canton Road,  
Tsimshatsui, Kowloon  
Hong Kong

# **Golden Field Property Limited**

## **新金城地產有限公司**

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### **Report of the Directors**

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The directors present their report and the audited consolidated financial statements of Golden Field Property Limited (the "Company") and its subsidiaries (collectively referred to as the "Group") for the year ended 30 June 2021.

#### ***Principal activities***

The Company engaged in investment holding. The principal activity of its subsidiary is set out in note 18 to the consolidated financial statements.

There have been no significant changes in these activities compared with the previous year.

#### ***Results and appropriations***

The Group's profit for the year ended 30 June 2021 are set out in the consolidated statement of profit or loss and other comprehensive income on page 8.

The directors of the Company do not recommend the payment of a dividend for the year (2020: an interim dividend of Renminbi 6,000,000).

#### ***Reporting exemption***

The Company falls within the reporting exemption under section 359 of the Hong Kong Companies Ordinance, Cap. 622 during the year. The preparation of business review is exempted under section 388 of the Hong Kong Companies Ordinance, Cap. 622. The disclosures of directors' material interests in transactions, arrangements or contracts and arrangements to purchase shares or debentures are not applicable under Companies (Directors' Report) Regulation, Cap. 622D.

#### ***Share capital***

Details of movement in the Company's share capital during the year are set out in note 17 to the consolidated financial statements. There were no movements in the Company's share capital during the year.



## **Report of the Directors (Continued)**

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### ***Directors***

The names of the directors of the Company at the date of this report are as set out on page 2.

There being no provision to the contrary in the Company's Articles of Association, all directors continue in office.

### ***Permitted indemnity***

Pursuant to the Company's Articles of Association and subject to the provisions of the Companies Ordinance, every director of the Company shall be indemnified out of the assets of the Company against any liability which he/she may sustain or incur in or about the execution of the duties of his/her office or otherwise in relation thereto, provided that such Articles shall only have effect in so far as its provisions are not avoided by the Companies Ordinance.

### ***Independent auditor***

A resolution for the re-appointment of Moore Stephens CPA Limited as independent auditor of the Company will be proposed at the forthcoming annual general meeting.

*On behalf of the board*



**Yeung Chi Hang**  
*Director*

*Hong Kong, 28 September 2021*

## **Independent Auditor's Report to the Members of Golden Field Property Limited 新金域地產有限公司 (Incorporated in Hong Kong with limited liability)**

### **Opinion**

We have audited the consolidated financial statements of Golden Field Property Limited (the "Company") and its subsidiaries (the "Group") set out on pages 8 to 36, which comprise the consolidated statement of financial position as at 30 June 2021, and the consolidated statement of profit or loss and other comprehensive income, the consolidated statement of changes in equity and the consolidated statement of cash flows for the year then ended, and notes to the consolidated financial statements, including a summary of significant accounting policies.

In our opinion, the consolidated financial statements give a true and fair view of the consolidated financial position of the Group as at 30 June 2021, and of its consolidated financial performance and its consolidated cash flows for the year then ended in accordance with Hong Kong Financial Reporting Standards ("HKFRSs") issued by the Hong Kong Institute of Certified Public Accountants (the "HKICPA") and have been properly prepared in compliance with the Hong Kong Companies Ordinance.

### **Basis for opinion**

We conducted our audit in accordance with Hong Kong Standards on Auditing ("HKSAs") issued by the HKICPA. Our responsibilities under those standards are further described in the *Auditor's responsibilities for the audit of the consolidated financial statements* section of our report. We are independent of the Group in accordance with the HKICPA's *Code of Ethics for Professional Accountants* (the "Code"), and we have fulfilled our other ethical responsibilities in accordance with the Code. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

### **Other information**

The directors of the Company are responsible for the other information. The other information comprises the information included in the report of the directors, but does not include the consolidated financial statements and our auditor's report thereon.

Our opinion on the consolidated financial statements does not cover the other information and we do not express any form of assurance conclusion thereon.

In connection with our audit of the consolidated financial statements, our responsibility is to read the other information and, in doing so, consider whether the other information is materially inconsistent with the consolidated financial statements or our knowledge obtained in the audit or otherwise appears to be materially misstated.

If, based on the work we have performed, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

**Independent Auditor's Report to the Members of  
Golden Field Property Limited  
新金城地產有限公司  
(Incorporated in Hong Kong with limited liability) (Continued)**

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***Responsibilities of directors for the consolidated financial statements***

The directors of the Company are responsible for the preparation of the consolidated financial statements that give a true and fair view in accordance with HKFRSs issued by the HKICPA and the Hong Kong Companies Ordinance, and for such internal control as the directors determine is necessary to enable the preparation of consolidated financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the consolidated financial statements, the directors of the Company are responsible for assessing the Group's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless the directors of the Company either intend to liquidate the Company or to cease operations, or have no realistic alternative but to do so.

***Auditor's responsibilities for the audit of the consolidated financial statements***

Our objectives are to obtain reasonable assurance about whether the consolidated financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Our report is made solely to you, as a body, in accordance with section 405 of the Hong Kong Companies Ordinance, and for no other purpose. We do not assume responsibility towards or accept liability to any other person for the contents of this report.

Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with HKSAAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these consolidated financial statements.

As part of an audit in accordance with HKSAAs, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the consolidated financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Group's internal control.

**Independent Auditor's Report to the Members of  
Golden Field Property Limited  
新金域地產有限公司  
(Incorporated in Hong Kong with limited liability) (Continued)**

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***Auditor's responsibilities for the audit of the consolidated financial statements (continued)***

- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by the directors.
- Conclude on the appropriateness of the directors' use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the consolidated financial statements or, if such disclosures are inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Group to cease to continue as a going concern.
- Evaluate the overall presentation, structure and content of the consolidated financial statements, including the disclosures, and whether the consolidated financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient appropriate audit evidence regarding the financial information of the entities or business activities within the Group to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the Group audit. We remain solely responsible for our audit opinion.

We communicate with the directors regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

*Moore Stephens CPA Limited*

**Moore Stephens CPA Limited**  
Certified Public Accountants

**Pak Chi Yan**  
Practising Certificate Number: P06923

Hong Kong, 28 September 2021

**Golden Field Property Limited**  
**新金城地產有限公司**

**Consolidated Statement of Profit and Loss  
and Other Comprehensive Income**

For the year ended 30 June 2021

	Notes	2021 HK\$	2020 HK\$
Revenue	7	-	-
Other income	8	1,706,050	1,738,293
Fair value gain/(loss) on investment property	12	919,782	(111,750)
Administrative expenses		<u>(121,007)</u>	<u>(761,901)</u>
<b>Profit before income tax</b>	9	<b>2,504,825</b>	<b>864,642</b>
Income tax	10	<u>(426,512)</u>	<u>(244,267)</u>
<b>Profit for the year</b>		<b><u>2,078,313</u></b>	<b><u>620,375</u></b>
<b>Other comprehensive income/(expenses)</b> <i>Item that may be reclassified subsequently to profit or loss:</i>			
Exchange difference arising on translation		<u>5,350,271</u>	<u>(1,869,883)</u>
<b>Other comprehensive income/(expenses) for the year</b>		<b><u>5,350,271</u></b>	<b><u>(1,869,883)</u></b>
<b>Total comprehensive income/(expenses) for the year</b>		<b><u>7,428,584</u></b>	<b><u>(1,249,508)</u></b>
<b>Profit for the year attributable to:</b>			
Owners of the Company		2,078,313	620,375
Non-controlling interests		<u>-</u>	<u>-</u>
		<b><u>2,078,313</u></b>	<b><u>620,375</u></b>
<b>Total comprehensive income/(expenses) for the year attributable to:</b>			
Owners of the Company		7,428,584	(1,249,508)
Non-controlling interests		<u>-</u>	<u>-</u>
		<b><u>7,428,584</u></b>	<b><u>(1,249,508)</u></b>

The notes on pages 8 to 36 are an integral part of these consolidated financial statements.

**Golden Field Property Limited**  
**新金域地產有限公司**

**Consolidated Statement of Financial Position**

At 30 June 2021

	Notes	2021 HK\$	2020 HK\$
<b>Non-current assets</b>			
Property, plant and equipment	11	-	-
Investment property	12	5,170,501	3,839,545
Finance lease receivable	13	38,421,322	37,698,912
		<b>43,591,823</b>	<b>41,538,457</b>
<b>Current assets</b>			
Trade receivable	14	-	1,711,340
Prepayment		166	173
Amounts due from fellow subsidiaries	15	14,248,938	7,223,831
Finance lease receivable	13	4,553,436	3,944,466
Cash and cash equivalents		664	1,414
		<b>18,803,204</b>	<b>12,881,224</b>
<b>Current liabilities</b>			
Accrued expense		-	-
Amount due to the ultimate holding company	16	845,250	725,000
Amount due to an immediate holding company	16	3,356,860	3,356,860
Amount due to a fellow subsidiary	16	4,458	4,458
Amount due to a shareholder	16	1,738,742	1,738,742
Tax payable		1,401,682	975,170
		<b>7,346,992</b>	<b>6,800,230</b>
<b>Net current assets</b>		<b>11,456,212</b>	<b>6,080,994</b>
<b>Net assets</b>		<b>55,048,035</b>	<b>47,619,451</b>

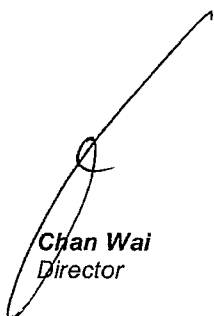
**Golden Field Property Limited**  
**新金域地產有限公司**

**Consolidated Statement of Financial Position (Continued)**

At 30 June 2021

	Notes	2021 HK\$	2020 HK\$
<b>Capital and reserve</b>			
Share capital	17	10,000,000	10,000,000
Reserves		44,035,006	36,606,422
Equity attributable to owners of the Company		54,035,006	46,606,422
Non-controlling interests		1,013,029	1,013,029
<b>Total equity</b>		<b>55,048,035</b>	<b>47,619,451</b>

The consolidated financial statements were approved and authorised for issue by the board of directors on 28 September 2021.

  
**Chan Wai**  
 Director

  
**Yeung Chi Hang**  
 Director

The notes on pages 8 to 36 are an integral part of these consolidated financial statements.

**Golden Field Property Limited**  
**新金城地產有限公司**

**Consolidated Statement of Changes in Equity**

For the year ended 30 June 2021

	Share capital HK\$	Translation reserve HK\$	Retained earnings HK\$	Total HK\$	Non-controlling interests HK\$	Total equity HK\$
At 1 July 2019	10,000,000	(15,278,231)	59,944,005	54,665,774	1,013,029	55,678,803
Profit for the year	-	-	620,375	620,375	-	620,375
Other comprehensive expenses: Exchange difference arising on translation	-	(1,869,883)	-	(1,869,883)	-	(1,869,883)
Dividend paid	-	-	(6,809,844)	(6,809,844)	-	(6,809,844)
At 30 June 2020	10,000,000	(17,148,114)	53,754,536	46,606,422	1,013,029	47,619,451
Profit for the year	-	-	2,078,313	2,078,313	-	2,078,313
Other comprehensive income: Exchange difference arising on translation	-	5,350,271	-	5,350,271	-	5,350,271
At 30 June 2021	10,000,000	(11,797,843)	55,832,849	54,035,006	1,013,029	55,048,035

The notes on pages 8 to 36 are an integral part of these consolidated financial statements.



**Golden Field Property Limited**  
**新金域地產有限公司**

**Consolidated Statement of Cash Flows**

For the year ended 30 June 2021

	Notes	2021 HK\$	2020 HK\$
<b>Cash flows from operating activities</b>			
Profit before income tax expense		2,504,825	864,642
Adjustments for:			
Interest income	8	(1,706,050)	(1,738,293)
Fair value (gain)/loss on investment property	12	(919,782)	111,750
		(121,007)	(761,901)
Decrease in finance lease receivable		4,259,740	2,801,130
Decrease/(increase) in trade receivable		1,793,575	(1,711,340)
Decrease in prepayment		-	1,325
Decrease in accrued expense		-	(100,000)
<b>Net cash generated from operating activities</b>		<b>5,932,308</b>	<b>229,214</b>
<b>Cash flows from investing activity</b>			
Interest received		-	1,738,293
<b>Cash flows from financing activities</b>			
Dividend paid		-	(3,336,824)
Increase in amount due to the ultimate holding company	21	120,250	205,907
(Increase)/decrease in amounts from fellow subsidiaries		(6,053,315)	1,396,887
<b>Net cash used in financing activities</b>		<b>(5,933,065)</b>	<b>(1,734,030)</b>
<b>Net (decrease)/increase in cash and cash equivalents</b>		<b>(757)</b>	<b>233,477</b>
<b>Cash and cash equivalents at beginning of the year</b>		<b>1,414</b>	<b>2,154</b>
<b>Effect of foreign exchange rate changes</b>		<b>7</b>	<b>(234,217)</b>
<b>Cash and cash equivalents at the end of the year</b>		<b>664</b>	<b>1,414</b>

The notes on pages 8 to 36 are an integral part of these consolidated financial statements.

**Notes to the Consolidated Financial Statements**

For the year ended 30 June 2021

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**1. General information**

Golden Field Property Limited (the "Company") is incorporated in Hong Kong as a limited liability company. Its ultimate holding company is Champion Technology Holding Limited, a company which was originally incorporated in the Cayman Islands but subsequently re-domiciled to Bermuda, and its shares are listed on The Stock Exchange of Hong Kong Limited. Its immediate holding company is Honest City Enterprises Limited, a company incorporated in the British Virgin Islands. The Company's registered office and principal place of business are disclosed in the corporate data. The principal activity of the Company is investment holding. The principal activity of its subsidiary is set out in note 18.

These consolidated financial statements are presented in Hong Kong dollars ("HK\$"), which is the same as the functional currency of the Company.

**2. Basis of preparation of consolidated financial statements**

These consolidated financial statements have been prepared in accordance with the Hong Kong Financial Reporting Standards ("HKFRSs") (which term collectively includes Hong Kong Financial Reporting Standards, Hong Kong Accounting Standards ("HKASs") and Interpretations) issued by the Hong Kong Institute of Certified Public Accountants ("HKICPA"), accounting principles generally accepted in Hong Kong and the requirements of the Hong Kong Companies Ordinance.

These consolidated financial statements have been prepared on the historical cost basis except for the investment property that is measured at fair value. Historical cost is generally based on the fair value of the consideration given in exchange for goods.

Fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date, regardless of whether that price is directly observable or estimated using another valuation technique. In estimating the fair value of an asset or a liability, the Group takes into account the characteristics of the asset or liability if market participants would take those characteristics into account when pricing the asset or liability at the measurement date. Fair value for measurement and/or disclosure purposes in these consolidated financial statements is determined on such a basis, except for share-based payment transactions that are within the scope of HKFRS 2 Share-based Payment, leasing transactions that are within the scope of HKFRS 16 Leases ("HKFRS16"), and measurements that have some similarities to fair value but are not fair value, such as net realisable value in HKAS 2 Inventories or value in use in HKAS 36 Impairment of Assets.

## **Notes to the Consolidated Financial Statements (Continued)**

For the year ended 30 June 2021

### **3. Adoption of new and amendments to Hong Kong Financial Reporting Standards**

The Company and its subsidiary (collectively, the "Group") has applied the Amendments to References to the Conceptual Framework in HKFRSs and the following amendments to HKFRSs issued by the HKICPA for the first time, which mandatorily effective for the annual period beginning on or after 1 July 2020 for the preparation of the consolidated financial statements:

Amendments to HKAS 1 and HKAS 8	Definition of Material
Amendments to HKFRS 3	Definition of a Business
Amendments to HKFRS 9, HKAS 39 and HKFRS 7	Interest Rate Benchmark Reform
Amendments to HKFRS 16	Covid-19-Related Rent Concessions

The application of the Amendments to References to the Conceptual Framework in HKFRSs and the amendments to HKFRSs in the current year has had no material impact on the Group's financial performance and positions for the current and prior years and/ or on the disclosures set out in these consolidated financial statements.

The Group has not early applied the following new and amendments to HKFRSs that have been issued but are not yet effective:

HKFRS 17	Insurance Contracts and the related Amendments <sup>4</sup>
Amendments to Accounting Guideline 5	Accounting Guideline 5 Merger Accounting for Common Control Combinations (Revised) <sup>3</sup>
Amendments to HKFRS 3	Reference to the Conceptual Framework <sup>3</sup>
Amendments to HKFRS 9, HKAS 39, HKFRS 7, HKFRS 4 and HKFRS 16	Interest Rate Benchmark Reform - Phase 2 <sup>1</sup>
Amendments to HKFRS 10 and HKAS 28	Sale or Contribution of Assets between an Investor and its Associate or Joint Venture <sup>5</sup>
Amendments to HKFRS 16	Covid-19-Related Rent Concessions beyond 30 June 2021 <sup>2</sup>
Amendments to HKAS 1	Classification of Liabilities as Current or Non-current and related amendments to Hong Kong Interpretation 5 (2020) <sup>4</sup>
Amendments to HKAS 1 and HKFRS Practice Statement 2	Disclosure of Accounting Policies <sup>4</sup>
Amendments to HKAS 8	Definition of Accounting Estimates <sup>4</sup>
Amendments to HKAS 12	Deferred Tax related to Assets and Liabilities arising from a Single Transaction <sup>4</sup>
Amendments to HKAS 16	Property, Plant and Equipment - Proceeds before Intended Use <sup>3</sup>
Amendments to HKAS 37	Onerous Contracts - Cost of Fulfilling a Contract <sup>3</sup>
Amendments to HKFRSs	Annual Improvements to HKFRSs 2018-2020 <sup>3</sup>

<sup>1</sup> Effective for annual periods beginning on or after 1 January 2021.

<sup>2</sup> Effective for annual periods beginning on or after 1 April 2021.

<sup>3</sup> Effective for annual periods beginning on or after 1 January 2022.

<sup>4</sup> Effective for annual periods beginning on or after 1 January 2023.

<sup>5</sup> Effective for annual periods beginning on or after a date to be determined.

The directors of the Company anticipate that the application of the new and amendments to HKFRSs will have no material impact of the amounts reported and disclosures made in the Group's consolidated financial statements.

**Notes to the Consolidated Financial Statements (Continued)**

For the year ended 30 June 2021

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**4. Significant accounting policies**

The consolidated financial statements have been prepared on the historical cost basis except for investment properties that are measured at fair value and defined benefit retirement plan. Historical cost is generally based on the fair value of the consideration given in exchange for goods.

The principal accounting policies are set out below.

**Basis of consolidation**

The consolidated financial statements incorporate the financial statements of the Company and its subsidiaries as at 30 June 2021. A subsidiary is an entity, directly or indirectly, controlled by the Company. Control is achieved when the Company:

- has power over the investee;
- is exposed, or has rights, to variable returns from its involvement with the investee; and
- has the ability to use its power to affect its returns.

The Group reassesses whether or not it controls an investee if facts and circumstances indicate that there are changes to one or more of the three elements of control listed above.

Consolidation of a subsidiary begins when the Group obtains control over the subsidiary and ceases when the Group loses control of the subsidiary. Specifically, income and expenses of a subsidiary acquired or disposed of during the year are included in the consolidated statement of profit or loss and other comprehensive income from the date the Group gains control until the date when the Group ceases to control the subsidiary.

Profit or loss and each item of other comprehensive income are attributed to the owners of the Company and to the non-controlling interests. Total comprehensive income of subsidiaries is attributed to owners of the Company and to the non-controlling interests even if this results in the non-controlling interests having a deficit balance.

Where necessary, adjustments are made to the financial statements of subsidiaries to bring their accounting policies in line with those used by other members of the Group.

All intra-group transactions, balances, income and expenses are eliminated in full on consolidation.

Non-controlling interests in subsidiaries are presented separately from the Group's equity therein.

**Notes to the Consolidated Financial Statements (Continued)**

For the year ended 30 June 2021

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**4. Significant accounting policies (continued)**

Property, plant and equipment

Property, plant and equipment held for use in the production or supply of goods or services, or for administrative purposes are stated in the statement of financial position at cost less subsequent accumulated depreciation and accumulated impairment losses.

Depreciation is provided to write off the cost of items of property, plant and equipment less their residual values over their estimated useful lives, using the straight-line method, at the following rates per annum:

Motor vehicles	20%
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An item of property, plant and equipment is derecognised upon disposal or when no future economic benefits are expected to arise from the continued use of the asset. Any gain or loss arising on the disposal or retirement of an item of property, plant and equipment is determined as the difference between the sales proceeds and the carrying amount of the asset and is recognised in profit or loss.

Investment properties

Investment properties are properties held to earn rentals and/or for capital appreciation.

Investment properties are initially measured at cost, including any directly attributable expenditure. Subsequent to initial recognition, investment properties are measured at their fair values. All of the Group's property interests held under operating leases to earn rentals or for capital appreciation purposes are classified and accounted for as investment properties and are measured using the fair value model. Gains or losses arising from changes in the fair value of investment properties are included in profit or loss for the period in which they arise.

An investment property is derecognised upon disposal or when the investment property is permanently withdrawn from use and no future economic benefits are expected from its disposals. Any gain or loss arising on derecognition of the property (calculated as the difference between the net disposal proceeds and the carrying amount of the asset) is included in the profit or loss in the period in which the property is derecognised.

Impairment of non-financial assets

At the end of the reporting period, the Group reviews the carrying amounts of its assets to determine whether there is any indication that those assets have suffered an impairment loss. If any such indication exists, the recoverable amount of the asset is estimated in order to determine the extent of the impairment loss, if any.

## **Notes to the Consolidated Financial Statements (Continued)**

For the year ended 30 June 2021

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### **4. Significant accounting policies (continued)**

#### Impairment of non-financial assets (continued)

Recoverable amount is the higher of fair value less costs to sell and value in use. If the recoverable amount of an asset is estimated to be less than its carrying amount, the carrying amount of the asset is reduced to its recoverable amount. An impairment loss is recognised in profit or loss.

Where an impairment loss subsequently reverses, the carrying amount of the asset is increased to the revised estimate of its recoverable amount, so that the increased carrying amount does not exceed the carrying amount that would have been determined had no impairment loss been recognised for the asset in prior years. A reversal of an impairment loss is recognised in profit and loss.

#### Leases

##### *Definition of a lease*

A contract is, or contains, a lease if the contract conveys the right to control the use of an identified asset for a period of time in exchange for consideration.

For contracts entered into or modified or arising from business combinations on or after the date of initial application, the Group assesses whether a contract is or contains a lease based on the definition under HKFRS 16 at inception, modification date or acquisition date, as appropriate. Such contract will not be reassessed unless the terms and conditions of the contract are subsequently changed. As a practical expedient, leases with similar characteristics are accounted on a portfolio basis when the Group reasonably expects that the effects on the financial statements would not differ materially from individual leases within the portfolio.

##### *The Company as a lessor*

#### Classification and measurement of lease

Leases for which the Group is a lessor are classified as finance or operating leases. Whenever the terms of the lease transfer substantially all the risks and rewards incidental to ownership of an underlying asset to the lessee, the contract is classified as a finance lease. All other leases are classified as operating leases.

Amounts due from lessees under finance leases are recognised as receivables at commencement date at amounts equal to net investments in the leases, measured using the interest rate implicit in the respective leases. Initial direct costs (other than those incurred by manufacturer or dealer lessors) are included in the initial measurement of the net investments in the leases. Interest income is allocated to accounting periods so as to reflect a constant periodic rate of return on the Group's net investment outstanding in respect of the leases.

Rental income from operating leases is recognised in profit or loss on a straight-line basis over the term of the relevant lease.

##### *Refundable rental deposits*

Refundable rental deposits received are accounted for under HKFRS 9 *Financial Instruments* ("HKFRS 9") and initially measured at fair value. Adjustments to fair value at initial recognition are considered as additional lease payments from lessees.

**Notes to the Consolidated Financial Statements (Continued)**  
For the year ended 30 June 2021

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**4. Significant accounting policies (continued)**

Financial assets

Financial assets that meet the following conditions are subsequently measured at amortised cost:

- the financial asset is held within a business model whose objective is to collect contractual cash flows; and
- the contractual terms give rise on specified dates to cash flows that are solely payments of principal and interest on the principal amount outstanding.

*Classification and subsequent measurement of financial assets*

The Group recognises a loss allowance for expected credit losses ("ECL") on financial assets which are subject to impairment under HKFRS 9 (including trade receivable, amounts due from fellow subsidiaries, finance lease receivable and cash and cash equivalents). The amount of ECL is updated at each reporting date to reflect changes in credit risk since initial recognition.

Lifetime ECL represents the ECL that will result from all possible default events over the expected life of the relevant instrument. In contrast, 12 months ECL represents the portion of lifetime ECL that is expected to result from default events that are possible within 12 months after the reporting date. Assessment are done based on the Group's historical credit loss experience, adjusted for factors that are specific to the debtors, general economic conditions and an assessment of both the current conditions at the reporting date as well as the forecast of future conditions.

For all other instruments, the Group measures the loss allowance equal to 12 months ECL, unless when there has been a significant increase in credit risk since initial recognition, the Company recognises lifetime ECL. The assessment of whether lifetime ECL should be recognised is based on significant increases in the likelihood or risk of a default occurring since initial recognition.

Credit losses and impairment of assets

*Credit losses from financial instruments*

The Group recognises a loss allowance for expected credit losses (ECL) on the following items:

- financial assets measured at amortised cost (including trade receivable, amounts due from fellow subsidiaries, finance lease receivable and cash and cash equivalents).

*Measurement of ECL*

ECL are a probability-weighted estimate of credit losses. Credit losses are measured as the present value of all expected cash shortfalls.

The maximum period considered when estimating ECL is the maximum contractual period over which the Group is exposed to credit risk.

**Notes to the Consolidated Financial Statements (Continued)**

For the year ended 30 June 2021

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**4. Significant accounting policies (continued)**

Credit losses and impairment of assets (continued)

*Credit losses from financial instruments (continued)*

Measurement of ECL (continued)

In measuring ECL, the Group takes into account reasonable and supportable information that is available without undue cost or effort. This includes information about past events, current conditions and forecasts of future economic conditions.

ECL are measured on either of the following bases:

- 12-month ECL: these are losses that are expected to result from possible default events within the 12 months after the reporting date; and
- lifetime ECL: these are losses that are expected to result from all possible default events over the expected lives of the items to which the ECL model applies.

For all financial instruments, the Group recognises a loss allowance equal to 12-month ECL unless there has been a significant increase in credit risk of the financial instrument since initial recognition, in which case the loss allowance is measured at an amount equal to lifetime ECL.

Significant increases in credit risk

In assessing whether the credit risk of a financial instrument has increased significantly since initial recognition, the Group compares the risk of default occurring on the financial instrument assessed at the reporting date with that assessed at the date of initial recognition. In making this reassessment, the Group considers that a default event occurs when (i) the borrower is unlikely to pay its credit obligations to the Group in full, without recourse by the Group to actions such as realising security (if any is held); or (ii) the financial asset is 90 days past due. The Group considers both quantitative and qualitative information that is reasonable and supportable, including historical experience and forward-looking information that is available without undue cost or effort.

In particular, the following information is taken into account when assessing whether credit risk has increased significantly since initial recognition:

- failure to make payments of principal or interest on their contractually due dates;
- an actual or expected significant deterioration in a financial instrument's external or internal credit rating (if available);
- an actual or expected significant deterioration in the operating results of the debtor; and
- existing or forecast changes in the technological, market, economic or legal environment that have a significant adverse effect on the debtor's ability to meet its obligation to the Group.

Depending on the nature of the financial instruments, the assessment of a significant increase in credit risk is performed on either an individual basis or a collective basis. When the assessment is performed on a collective basis, the financial instruments are grouped based on shared credit risk characteristics, such as past due status and credit risk ratings.



**Notes to the Consolidated Financial Statements (Continued)**

For the year ended 30 June 2021

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**4. Significant accounting policies (continued)**

Credit losses and impairment of assets (continued)

Credit losses from financial instruments (continued)

Significant increases in credit risk (continued)

ECLs are remeasured at each reporting date to reflect changes in the financial instrument's credit risk since initial recognition. Any change in the ECL amount is recognised as an impairment gain or loss in profit or loss. The Group recognises an impairment gain or loss for all financial instruments with a corresponding adjustment to their carrying amount through a loss allowance account.

Basis of calculation of interest income

Interest income recognised is calculated based on the gross carrying amount of the financial asset unless the financial asset is credit-impaired, in which case interest income is calculated based on the amortised cost (i.e. the gross carrying amount less loss allowance) of the financial asset.

At each reporting date, the Group assesses whether a financial asset is credit-impaired. A financial asset is credit-impaired when one or more events that have a detrimental impact on the estimated future cash flows of the financial asset have occurred.

Evidence that a financial asset is credit-impaired includes the following observable events:

- significant financial difficulties of the debtor;
- a breach of contract, such as a default or delinquency in interest or principal payments;
- it becoming probable that the borrower will enter into bankruptcy or other financial reorganisation;
- significant changes in the technological, market, economic or legal environment that have an adverse effect on the debtor; or
- the disappearance of an active market for a security because of financial difficulties of the issuer.

Write-off policy

The gross carrying amount of a financial asset is written off (either partially or in full) to the extent that there is no realistic prospect of recovery. This is generally the case when the Company determines that the debtor does not have assets or sources of income that could generate sufficient cash flows to repay the amounts subject to the write-off.

Subsequent recoveries of an asset that was previously written off are recognised as a reversal of impairment in profit or loss in the period in which the recovery occurs.

Financial liabilities

Accrued expense, amount due to the ultimate holding company and amount due to a shareholder are initially recognised at fair value and is subsequently stated at amortised cost unless the effect of discounting would be immaterial, in which case it is stated at cost.

**Notes to the Consolidated Financial Statements (Continued)**

For the year ended 30 June 2021

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**4. Significant accounting policies (continued)**

Provisions

A provision is recognised when a present obligation (legal or constructive) has arisen as a result of a past event and it is probable that a future outflow of resources will be required to settle the obligation, provided that a reliable estimate can be made of the amount of the obligation. When the effect of discounting is material, the amount recognised for a provision is the present value at the end of the reporting period of the future expenditures expected to be required to settle the obligation.

A contingent liability recognised in a business combination is initially measured at its fair value. Subsequently, it is measured at the higher of (i) the amount that would be recognised in accordance with the general guidance for provision above; and (ii) the amount initially recognised less, when appropriate, cumulative amortisation recognised in accordance with the guidance for revenue recognition.

Income tax

Income tax expense represents the sum of the tax currently payable and deferred tax.

The tax currently payable is based on taxable profit for the year. Taxable profit differs from 'loss before taxation' as reported in the statement of comprehensive income because it excludes items of income or expense that are taxable or deductible in other years and it further excludes items that are never taxable and deductible. The Group's liability for current tax is calculated using tax rates that have been enacted or substantively enacted by the end of the reporting period.

Deferred tax is recognised on temporary differences between the carrying amounts of assets and liabilities in the financial statements and the corresponding tax bases used in the computation of taxable profit. Deferred tax liabilities are generally recognised for all taxable temporary differences. Deferred tax assets are generally recognised for all deductible temporary differences to the extent that it is probable that taxable profit will be available against which those deductible temporary differences can be utilised. Such assets and liabilities are not recognised if the temporary difference arises from the initial recognition (other than in a business combination) of other assets and liabilities in a transaction that affects neither the taxable profit nor the accounting profit.

The carrying amount of deferred tax assets is reviewed at the end of the reporting period and reduced to the extent that it is no longer probable that sufficient taxable profits will be available to allow all or part of the asset to be recovered.

Deferred tax assets and liabilities are measured at the tax rates that are expected to apply in the period in which the liability is settled or the asset realised, based on tax rate (and tax laws) that have been enacted or substantively enacted by the end of the reporting period. The measurement of deferred tax liabilities and assets reflects the tax consequences that would follow from the manner in which the Group expects, at the end of the reporting period, to recover or settle the carrying amount of its assets and liabilities.

Current and deferred tax is recognised in profit or loss, except when it relates to items that are recognised in other comprehensive income or directly in equity, in which case, the current and deferred tax are also recognised in other comprehensive income or directly in equity respectively.

**Notes to the Consolidated Financial Statements (Continued)**

For the year ended 30 June 2021

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**4. Significant accounting policies (continued)**

Cash and cash equivalents

Cash and cash equivalents comprise cash at bank and other financial institutions, and short-term, highly liquid investments that are readily convertible into known amounts of cash and which are subject to an insignificant risk of changes in value, having been within three months of maturity at acquisition. Bank overdrafts that are repayable on demand and form an integral part of the Group's cash management are also included as a component of cash and cash equivalents for the purpose of the consolidated cash flow statement. Cash and cash equivalents are assessed for ECL.

Foreign currencies

In preparing the financial statements of each individual group entity, transactions in currencies other than the functional currency of that entity (foreign currencies) are recorded in its functional currency (i.e. the currency of the primary economic environment in which the entity operates) at the rates of exchanges prevailing on the dates of the transactions. At the end of the reporting period, monetary items denominated in foreign currencies are retranslated at the rates prevailing at that date. Non-monetary items that are measured in terms of historical cost in a foreign currency are not retranslated.

Exchange differences arising on the settlement of monetary items, and on the retranslation of monetary items, are recognised in profit or loss in the period in which they arise.

For the purposes of presenting the consolidated financial statements, the assets and liabilities of the group entities are translated into the presentation currency of the Group (i.e. Hong Kong dollar) at the rate of exchange prevailing at the end of the reporting period, and their income and expenses are translated at the average exchange rates for the year, unless exchange rates fluctuate significantly during the period, in which case, the exchange rates prevailing at the dates of transactions are used. Exchange differences arising, if any, are recognised in other comprehensive income and accumulated in equity (the translation reserve). Exchange differences are recognised in profit or loss in the period in which the foreign operation is disposed of.

**Notes to the Consolidated Financial Statements (Continued)**

For the year ended 30 June 2021

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**4. Significant accounting policies (continued)**

Related parties

- (a) A person, or a close member of that person's family, is related to the Group if that person:
- (i) has control or joint control over the Group;
  - (ii) has significant influence over the Group; or
  - (iii) is a member of the key management personnel of the Group or the Group's parent.
- or
- (b) An entity is related to the Group if any of the following conditions applies:
- (i) the entity and the Group are members of the same group (which means that each parent, subsidiary and fellow subsidiary is related to the others);
  - (ii) one entity is an associate or a joint venture of the other entity (or an associate or a joint venture of a member of a group of which the other entity is a member);
  - (iii) both entities are joint ventures of the same third party;
  - (iv) one entity is a joint venture of a third entity and the other entity is an associate of the third entity;
  - (v) the entity is a post-employment benefit plan for the benefit of employees of either the Group or an entity related to the Group;
  - (vi) the entity is controlled or jointly controlled by a person identified in (a);
  - (vii) a person identified in (a)(i) has significant influence over the entity or is a member of the key management personnel of the entity (or of a parent of the entity); and
  - (viii) the entity, or any member of a group of which it is a part, provides key management personnel services to the reporting entity or to the parent of the reporting entity.

Close members of the family of a person are those family members who may be expected to influence, or be influenced by, that person in their dealings with the entity.

**Notes to the Consolidated Financial Statements (Continued)**

For the year ended 30 June 2021

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**5. Significant judgement and key sources of estimation uncertainty**

**(a) Critical accounting judgements in applying the Group's accounting policies**

In the process of applying the Group's accounting policies, management has made the following accounting judgements:

Deferred taxation on investment properties

For the purposes of measuring deferred tax liability arising from investment properties that are measured using the fair value model, the Group has reviewed its investment property portfolios and concluded:

In respect of the Group's investment properties located in People Republic of China (the "PRC"), the management has determined that these properties are held within a business model whose objective is to consume substantially all of the economic benefits embodied in the investment property over time and consequently the presumption in the amended HKAS 12 is rebutted for these properties. As a result, the Group continues to measure the deferred tax relating to these properties using the tax rate that would apply as a result of recovering their value through use.

**(b) Sources of estimation uncertainty**

The following are the key assumptions concerning the future, and other key sources of estimation uncertainty at the end of the reporting period, that have a significant risk of causing a material adjustment to the carrying amounts of assets and liabilities within the next financial year.

Estimation of fair value of investment properties

Investment properties as at 30 June 2021 and 30 June 2020 are stated at fair value based on valuation reports, issued by Stirling Appraisals Limited, by using market comparable approach.

In determining the fair value, the valuer has based on property valuation techniques which involve certain estimates including comparable sales in the relevant market and appropriate discount rates.

In relying on the valuation reports, management has exercised their judgement and is satisfied that the method of valuation is reflective of the current market condition.

The carrying amount of investment properties as at 30 June 2021 and 30 June 2020 were HK\$5,170,501 (equivalent to RMB4,300,000) and HK\$3,839,545 (equivalent to RMB3,500,000) respectively. Further details, including the key assumptions used for fair value measurement, are stated in note 12.

**Notes to the Consolidated Financial Statements (Continued)**

For the year ended 30 June 2021

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**6. Financial instruments**

Categories of financial instruments

As at 30 June 2021 and 30 June 2020, the Group's financial assets and financial liabilities are classified as financial assets at amortised cost and financial liabilities at amortised cost respectively.

Financial risk management objectives and policies

The Group's financial instruments are trade receivable, amounts due from fellow subsidiaries, finance lease receivable and cash and cash equivalents, amount due to the ultimate holding company, amount due to an immediate holding company, amount due to a fellow subsidiary and amount due to a shareholder. Details of these financial instruments are disclosed in respective notes. The risks associated with these financial instruments and the policies on how to mitigate these risks are set out below. The management manages and monitors these exposures to ensure appropriate measures are implemented on a timely and effective manner.

**Market risk**

*Interest rate risk*

The Group's bank balances have exposure to interest rate risk due to the fluctuation of the prevailing market interest rate on bank balances. The directors of the Company consider the Group's exposure to interest rate risk is not significant as interest bearing bank balances are within short maturity period.

**Credit risk**

The Group's credit risk is primarily attributable to its trade receivable, amount due from fellow subsidiaries, finance lease receivable and cash and cash equivalents. In order to minimise the credit risk, the Group's management continuously monitors the level of exposure to ensure that adequate impairment loss is made for irrecoverable amounts. In this regard, the directors of the Company consider that the Group's credit risk is significantly reduced.

The credit risk on liquid funds is limited because the counterparty is a bank with high credit-rating assigned by international credit-rating agencies.

The Group has certain concentration of credit risk on finance lease receivable and amounts due from fellow subsidiaries, as the amounts due from fellow subsidiaries amounting to HK\$13,384,284 (2020: HK\$7,223,831) is from a single fellow subsidiary, and the finance lease receivable amounting to HK\$42,974,758 (2020: HK\$41,643,378) is due from a single debtor. As at 30 June 2021 and 2020, no provision for expected credit loss on the finance lease receivable has been made as the debtor is with high credit rating and has no recent history of default, thus the management of the Group does not expect any significant loss from the non-performance by the debtor.

**Liquidity risk**

In managing the liquid risk, the Group monitors and maintains a level of cash and cash equivalents deemed adequate by the management to finance the Group's operations and mitigate the effect of fluctuations in cash flows.

Fair value of financial assets and financial liabilities

The directors of the Company consider the carrying amounts of financial assets and financial liabilities recorded at amortised cost in the financial statements approximate their fair values.

**Golden Field Property Limited**  
**新金域地產有限公司**

**Notes to the Consolidated Financial Statements (Continued)**

For the year ended 30 June 2021

**7. Revenue**

The Group did not generate any revenue during the year (2020: Nil).

**8. Other income**

	2021 HK\$	2020 HK\$
Interest income	<u>1,706,050</u>	<u>1,738,293</u>

**9. Profit before income tax**

	2021 HK\$	2020 HK\$
Profit before income tax is arrived at after charging:		
Auditor's remuneration	120,000	100,000
Directors' remuneration (Note)	-	-
Depreciation of property, plant and equipment	<u>-</u>	<u>-</u>

Note: Directors' remuneration is disclosed above pursuant to Section 383(1)(a), (b), (c) and (f) of the Hong Kong Companies Ordinance and Part 2 of the Companies (Disclosure of Information about Benefits of Directors) Regulation. Key management personnel of the Group are the directors of the Company and no compensation of any kind has been paid during the year (2020: Nil).

**10. Income tax**

	2021 HK\$	2020 HK\$
Current tax:		
- PRC Enterprise Income Tax	<u>426,511</u>	<u>244,267</u>

No provision for Hong Kong Profits Tax has been made in the financial statements as the Group has no assessable profits arising in or derived from Hong Kong during the year ended 30 June 2021 and 2020.

Under the Law of the PRC on Enterprise Income Tax (the "EIT Law") and Implementation Regulation of the EIT Law, the tax rate of the PRC subsidiaries is 25% for both years. For income generated in PRC earned by group entities incorporated outside PRC is subjected to withholding tax at 10% (2020: 10%).

**Golden Field Property Limited**  
**新金域地產有限公司**

**Notes to the Consolidated Financial Statements (Continued)**

For the year ended 30 June 2021

**10. Income tax (continued)**

A reconciliation of tax expense applicable to profit before income tax per the consolidated statement of profit or loss and other comprehensive income as follows:

	2021 HK\$	2020 HK\$
Profit for the year	<u>2,504,826</u>	<u>864,642</u>
Tax at Hong Kong Profits tax rate of 16.5% (2020: 16.5%)	413,296	142,666
Tax effect of expenses not deductible for tax purposes	19,965	18,550
Effect of different tax rate of a subsidiary operating in other jurisdiction	<u>(6,750)</u>	<u>83,051</u>
	<u>426,511</u>	<u>244,267</u>

No provision for deferred taxation has been made in the financial statements as there were no significant temporary differences arising during the year or at the end of the reporting period.

**11. Property, plant and equipment**

	Motor vehicle HK\$
<b>Cost</b>	
At 1 July 2019, 30 June 2020 and 30 June 2021	<u>1,961,531</u>
<b>Depreciation</b>	
At 1 July 2019, 30 June 2020 and 30 June 2021	<u>1,961,531</u>
<b>Carrying values</b>	
At 30 June 2021 and 30 June 2020	<u>-</u>



**Notes to the Consolidated Financial Statements (Continued)**

For the year ended 30 June 2021

**12. Investment property**

	HK\$
At 1 July 2019	4,096,721
Fair value loss on investment property	(111,750)
Currency realignment	(145,426)
	<hr/>
At 30 June 2020	3,839,545
	<hr/>
Fair value gain on investment property	919,782
Currency realignment	411,174
	<hr/>
<b>At 30 June 2021</b>	<b>5,170,501</b>

As of 30 June 2021 and 2020, the Group has 2 pieces of leasehold land with contractual lease terms expiring in 2032 and 2043 with a hotel property being erected on the 2 pieces of leasehold land and with a tenancy agreement with a hotel operator, the Group receives fixed rental from the hotel operator during the lease term, expiring near the end of the contractual lease term of one of the leasehold land (i.e. 2033). The abovementioned leasehold land and hotel property mainly included 2 elements: one was a finance lease receivable (note 13) representing the right to receive rental from the hotel operator till the end of lease term (i.e. 2033) and the other was an investment property representing interest in a leasehold land with the remaining lease term from the end of the lease term with the hotel operator (i.e. 2033 to 2043). The management noted that leasehold land in the PRC are commonly treated as operating leases until the end of the relevant lease term with no assumption that the lease term can be further extended.

**Fair value hierarchy**

The following table presents the fair value of the Group's investment properties measured as at 30 June 2021 and 30 June 2020 on a recurring basis, categorised into the three-level fair value hierarchy as defined in HKFRS 13, *Fair value measurement*. The level into which a fair value measurement is classified is determined with reference to the observability and significance of the inputs used in the valuation technique as follows:

Level 1 valuations: Fair value measured using only Level 1 inputs i.e. unadjusted quoted prices in active markets for identical assets or liabilities at the measurement date.

Level 2 valuations: Fair value measured using Level 2 inputs i.e. observable inputs which fail to meet Level 1, and not using significant unobservable inputs. Unobservable inputs are inputs for which market data are not available.

Level 3 valuations: Fair value measured using significant unobservable inputs.

**Notes to the Consolidated Financial Statements (Continued)**

For the year ended 30 June 2021

**12. Investment property (continued)**

Fair value hierarchy (continued)

	Fair value HK\$	Level 3 HK\$
<b>As at 30 June 2021</b>		
Investment property included the leasehold land where the hotel property erected and located in the PRC	<u>5,170,501</u>	<u>5,170,501</u>

**As at 30 June 2020**

Investment property included the leasehold land where the hotel property erected and located in the PRC	<u>3,839,545</u>	<u>3,839,545</u>
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The movements during the year in the balance of these Level 3 fair value measurements are as follows:

	2021 HK\$	2020 HK\$
<b>Investment property</b>		
At the beginning of the year	3,839,545	4,096,721
Fair value gain on investment property	919,782	(111,750)
Currency realignment	<u>411,174</u>	<u>(145,426)</u>
At the end of the year	<u>5,170,501</u>	<u>3,839,545</u>

The fair value of the leasehold land where the hotel property erected in PRC was derived using adjusted market comparable approach by (a) making reference to comparable sales of bare-land with lease term of 40 years; (b) adjusted for the term factor using the valuation technique to estimate value of bare-land with lease term of 10 years (2020: 10 years) as at 2033; and (c) take into account the time value of money.

**Notes to the Consolidated Financial Statements (Continued)**

For the year ended 30 June 2021

**12. Investment property (continued)**

Fair value hierarchy (continued)

Investment properties held by the Group	Valuation technique & key input	Significant unobservable input	Relationship of unobservable input to fair value
Hotel property erected and located in the PRC	Adjusted market comparable method  The key input in price per square meter	Price per square metre, using adjusted market comparable approach by a) making reference to comparable sales of bare-land with lease term of 40 years; b) adjusted for the term factor using the valuation technique to estimate value of bare-land with lease term of 10 years (2020: 10 years) as at 2033; and c) take into account the time value of money at discount rate of 6% (2020: 6%) from 2033 to 30 June 2021, which is approximately HK\$426 (equivalent to RMB354) (2020: approximately HK\$320 (equivalent to RMB290)).	A slight increase in the price per square meter will increase significantly with fair value

**Golden Field Property Limited**  
**新金域地產有限公司**

**Notes to the Consolidated Financial Statements (Continued)**

For the year ended 30 June 2021

**13. Finance lease receivable**

	2021		2020	
	Minimum lease payments HK\$	Present value of minimum lease payments HK\$	Minimum lease payments HK\$	Present value of minimum lease payments HK\$
Within one year	4,689,524	4,553,436	4,064,433	3,944,466
In the first to second years	4,689,524	4,378,304	4,278,351	3,994,419
In the second to third years	4,689,524	4,209,684	4,278,351	3,840,787
In the third to fourth years	4,689,524	4,047,553	4,278,351	3,692,868
In the fourth to fifth years	4,689,524	3,891,878	4,278,351	3,550,642
Over five years	30,481,904	21,893,903	32,087,630	22,620,196
	<b>53,929,523</b>	<b>42,974,758</b>	53,265,467	41,643,378
Less: Unearned finance charges	<b>(10,954,765)</b>		<b>(11,622,089)</b>	
Present value of minimum lease payment receivables	<b>42,974,758</b>		<b>41,643,378</b>	
Represented by				
Current portion		4,553,436		3,944,466
Non-current portion		38,421,322		37,698,912
		<b>42,974,758</b>		<b>41,643,378</b>

The effective interest rate applicable to the finance lease is approximately 3.96% per annum.

During the year ended 30 June 2020, the management of the Group granted a rent concession to the hotel operator for the period from 11 February 2020 to 10 August 2020, as a result, a loss on rent concession amounting to HK\$649,000 was recognised in profit or loss for the year ended 30 June 2020. During the year ended 30 June 2021, no rent concession is granted to the hotel operator.

The hotel operator had made payments in accordance with the contractual tenancy arrangement and had a good repayment record in prior years. Accordingly, the management of the Group considered that the credit risk is low and no provision for impairment loss is considered necessary.

**Golden Field Property Limited**  
**新金城地產有限公司**

**Notes to the Consolidated Financial Statements (Continued)**

For the year ended 30 June 2021

**14. Trade receivable**

	2021 HK\$	2020 HK\$
Trade receivable	-	1,711,340

As at 30 June 2021 and 2020, no trade receivables were past due. The Group recognised impairment loss on trade receivables by individual assessment based on the accounting policy stated in note 3 to the financial statements. At 30 June 2021 and 2020, no impairment provision was made according to the Group's assessment.

**15. Amounts due from fellow subsidiaries**

The amounts due from fellow subsidiaries are unsecured, interest-free and repayable on demand.

**16. Amount due to the ultimate holding company/an immediate holding company/a fellow subsidiary/a shareholder**

The amounts due to the ultimate holding company, an immediate holding company, a fellow subsidiary and a shareholder are unsecured, interest-free and repayable on demand.

**17. Share capital**

	2021 HK\$	2020 HK\$
Issued and fully paid: 10,000,000 ordinary shares	<u>10,000,000</u>	<u>10,000,000</u>

**18. Investment in a subsidiary**

Details of the subsidiary as at 30 June 2021 and 2020 are as follows:

Name	Place of incorporation	Place of operation and principal activity	Paid up capital	Percentage of ownership interest Direct
東莞新金城怡景酒店 有限公司	The PRC	Leasing of property	RMB21,500,000 (2020: RMB21,500,000)	95% (2020: 95%)

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**Notes to the Consolidated Financial Statements (Continued)**

For the year ended 30 June 2021

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**19. Dividend**

	2021 HK\$	2020 HK\$
Dividend recognised as distribution during the year		
Interim dividend declared and paid of RMB0.6 (equivalent to HK\$0.68) per ordinary share in respect of year ended 30 June 2020	-	6,809,844

**20. Capital risk management**

The Group manages its capital to ensure that the Group will be able to continue as a going concern while maximising the return to stakeholders through the optimisation of the debt and equity balance.

The capital structure of the Group consists of equity attributable to owners of the Group as disclosed in the statement of changes in equity.

The directors of the Company review the capital structure on a bi-annual basis. As part of this review, the directors of the Company consider the cost of capital and the risks associated with each class of capital. Based on recommendations of the directors of the Company, the Group will balance its overall capital structure through the new share issues and share buy-backs as well as the issue of new debt or the redemption of existing debt.

## Notes to the Consolidated Financial Statements (Continued)

For the year ended 30 June 2021

### 21. Reconciliation of liabilities arising from financing activities

The table below details changes in the Group's major liabilities arising from financing activities, including both cash and non-cash changes.

	Amount due to the ultimate holding company (Note 16) HK\$	Amount due to a shareholder (Note 16) HK\$	Amount due to an immediate holding company (Note 16) HK\$	Dividend payable HK\$	Total HK\$
<b>At 1 July 2019</b>	519,093	1,738,742	-	-	2,257,835
Changes from financing cash flows:					
Advance from the ultimate holding Company	205,907	-	-	-	205,907
Dividend paid	-	-	-	(3,336,824)	(3,336,824)
Non-cash changes					
Dividends declared by the Company	-	-	-	6,809,844	6,809,844
Transfer of current account	-	-	3,473,020	(3,473,020)	-
Currency realignment	-	-	(116,160)	-	(116,160)
<b>At 30 June 2020 and 1 July 2021</b>	725,000	1,738,742	3,356,860	-	5,820,602
Advance from the ultimate holding company	120,250	-	-	-	120,250
<b>At 30 June 2021</b>	<b>845,250</b>	<b>1,738,742</b>	<b>3,356,860</b>	<b>-</b>	<b>5,940,852</b>

**Golden Field Property Limited**  
**新金域地產有限公司**

**Notes to the Consolidated Financial Statements (Continued)**

For the year ended 30 June 2021

**22. Statement of financial position of the Company and movement of reserve of the Company**

Information about the statement of financial position of the Company at the end of the reporting period is as follows:

	2021 HK\$	2020 HK\$
<b>Non-current assets</b>		
Property, plant and equipment	-	-
Investment in a subsidiary	19,247,560	19,247,560
	<u>19,247,560</u>	<u>19,247,560</u>
<b>Current assets</b>		
Prepayment	167	174
Amount due from a subsidiary	33,052,980	27,983,853
Cash and bank balances	664	1,414
	<u>33,053,811</u>	<u>27,985,441</u>
<b>Current liabilities</b>		
Amount due to the ultimate holding company	845,250	725,000
Amount due to an immediate holding company	3,356,860	3,356,860
Amount due to a fellow subsidiary	4,458	4,458
Amount due to a shareholder	1,738,742	1,738,742
<b>Total current liabilities</b>	<u>5,945,310</u>	<u>5,825,060</u>
<b>Net current assets</b>	<u>27,108,501</u>	<u>22,160,381</u>
<b>Net assets</b>	<u>46,356,061</u>	<u>41,407,941</u>
<b>Capital and reserves</b>		
Share capital	10,000,000	10,000,000
Retained earnings	36,356,061	31,407,941
<b>Total equity</b>	<u>46,356,061</u>	<u>41,407,941</u>

  
**Chan Wai**  
 Director

  
**Yeung Chi Hang**  
 Director



**Golden Field Property Limited**  
**新金城地產有限公司**

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**Notes to the Consolidated Financial Statements (Continued)**

For the year ended 30 June 2021

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**22. Statement of financial position of the Company and movement of reserve of the Company (continued)**

	Retained earnings HK\$
At 1 July 2019	42,963,613
Dividend paid	(6,809,844)
Loss for the year	<u>(4,745,828)</u>
At 30 June 2020 and 1 July 2020	31,407,941
Loss for the year	<u>4,948,120</u>
At 30 June 2021	<u><b>36,356,061</b></u>

**ANNEXURE B**

**CERTIFICATE OF LAND USE RIGHT**

**AND**

**CERTIFICATES OF REAL ESTATE OWNERSHIP**


**AND**

**OTHER TITLE DOCUMENTS**



20177090000000008572

# 东莞市土地登记资料查询结果表

查询编号	20177090000000008572	查询人	东莞新金域怡景酒店有限公司
土地证号或文号			
查询结果	<p>东府国用(1992)第特100使用权人为东莞新金域怡景酒店有限公司,座落塘厦镇莲湖村,使用权面积13095.33m<sup>2</sup>,用途为商业;未抵押、未查封。</p> <p>东府国用(2003)第特684使用权人为东莞新金域怡景酒店有限公司,座落塘厦镇莲湖村,使用权面积12140.30m<sup>2</sup>,用途为商业;未抵押、未查封。</p> <div><p>2012-07-10</p></div>		

# 不动产(房产)登记信息查询结果



编号: 2420170701500094

校验码: C7131C

序号	权利人	不动产坐落	建筑面积	房屋用途	房屋编号	登记日期	抵押情况	查封情况	备注
1	东莞市东城信义酒店有限公司	东莞市塘厦镇林市东路6号信义酒店主楼	19651.3	服务业	C4285740	2006-03-06			土地证号: 东府国用(1992)字第100684号
2	东莞市东城信义酒店有限公司	东莞市塘厦镇林市东路6-1号信义酒店副楼	14700.42	服务业	C4285741	2006-03-06			土地证号: 东府国用(1992)字第100684号
3	东莞市东城信义酒店有限公司	东莞市塘厦镇林市东路6-1号员工宿舍楼	4521.72	服务业	C4285742	2006-03-06			土地证号: 东府国用(1992)字第100684号





东府 国用 ( 1992 ) 第 特100 号

土地使用权人	东莞新金城怡景酒店有限公司		
座 落	塘厦镇莲湖村		
地 号		图 号	525.50-409.50
地类(用途)	商业用地	取得价格	
使用权类型	出让	终止日期	二〇三二年十二月十日
使用权面积	壹万叁仟零玖拾伍点叁 M <sup>2</sup>	其中 独用面积	壹万叁仟零玖拾伍点叁 M <sup>2</sup>
		分摊面积	零点零 M <sup>2</sup>

根据《中华人民共和国宪法》、《中华人民共和国土地管理法》和《中华人民共和国城市房地产管理法》等法律法规，为保护土地使用权人的合法权益，对土地使用权人申请登记的本证所列土地权利，经审查核实，准予登记，颁发此证。

东莞市人民政府 (章)  
2003 年 12 月 15 日

申请日期: 2000.12.20

审核日期:

第 1 页

共 1 页

宗世号

权利人 东莞新金域怡景酒店有限公司

宗地面积(平方米) 13095.33

建筑占地(平方米)

### 界址点座标

[illegible]

绘图员:黄远军

审校员

审核日期:2000.12.20



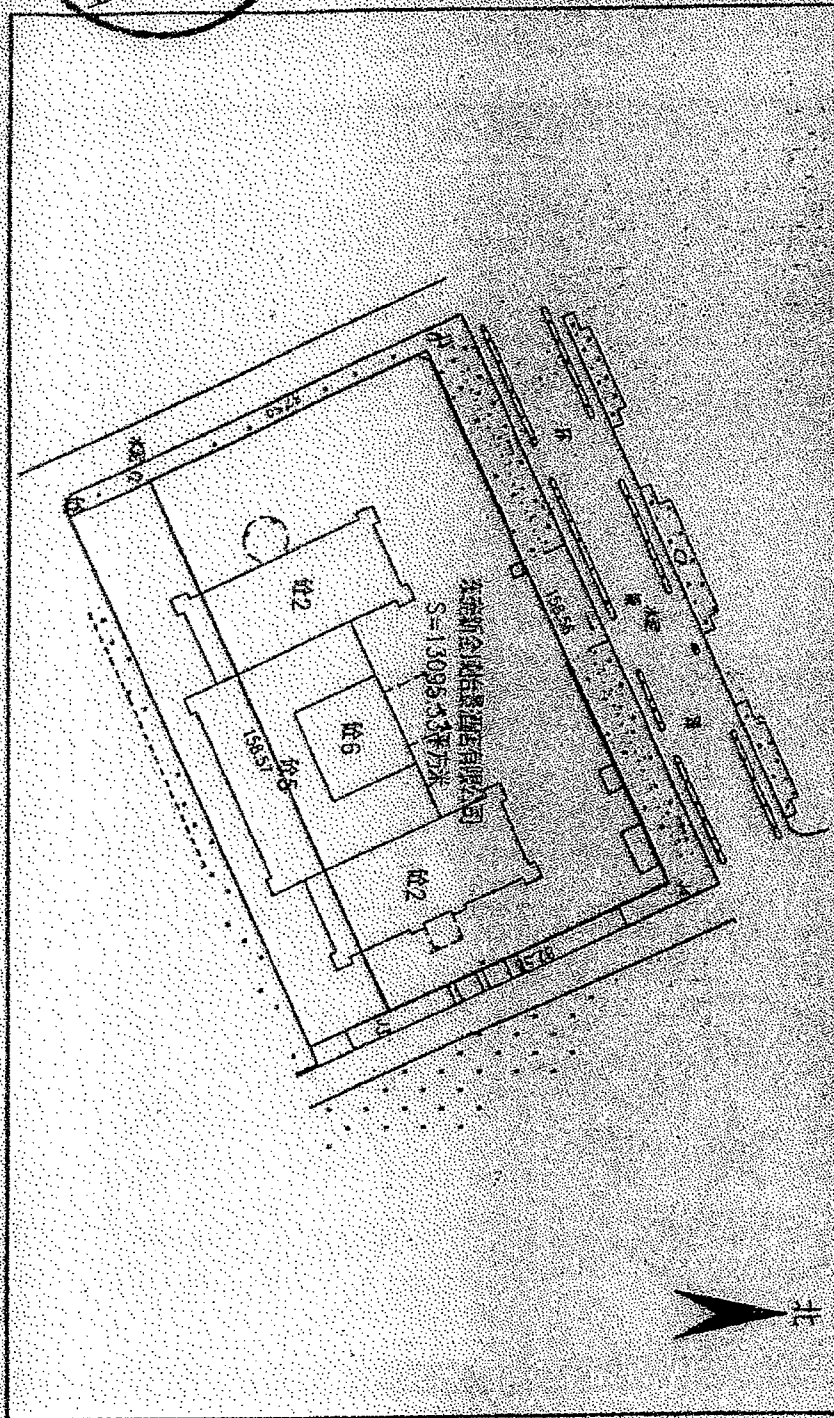
1/2000 2000

宗 地 图

单位: m, m<sup>2</sup>

宗地编号: 525.50-409.50  
地址图号: 525.50-409.50

权利人: 东莞市金政置业有限公司



绘图日期: 2000.12.20  
审核日期: 2000.12.20

比例尺: 1:1725

绘图员: 黄近军  
审核员:

记事

图  
粘  
贴  
线

登记机关

证书监制机关





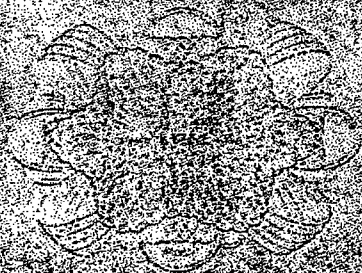
- 本號是土地權利的法律客體。由土地被別人占有，對其內容要進行控制。本號是強制機關，其權利人對土地的使用要受到法律的保護。
- 土地是土地所有權人享有收益的權利。其權利是連續的，特征是本號與別人必須有收益的權利。
- 土地是土地所有權人享有收益的權利。其權利是連續的，特征是本號與別人必須有收益的權利。
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- 土地是土地所有權人享有收益的權利。其權利是連續的，特征是本號與別人必須有收益的權利。

本號是土地所有權人享有收益的權利。

东府 国用 (2003 ) 字第084 号

土地使用权人	东莞新金城怡景酒店有限公司		
座 落	塘厦镇莲湖村		
地 号		图 号	52-25-400-75
地类 (用途)	商业用地	取得价格	
使用权类型	出让	终止日期	二〇四三年九月三十日
使用权面积	壹万贰仟壹佰肆拾叁点零 M <sup>2</sup>	专用面积	壹万贰仟壹佰肆拾叁点零 M <sup>2</sup>
		分摊面积	零点零 M <sup>2</sup>

根据《中华人民共和国宪法》、《中华人民共和国土地管理法》和《中华人民共和国城市房地产管理法》等法律法规，为保护土地使用权人的合法权益，对土地使用权人申请登记的本证所列土地权利，经审查核实，准予登记，颁发此证。



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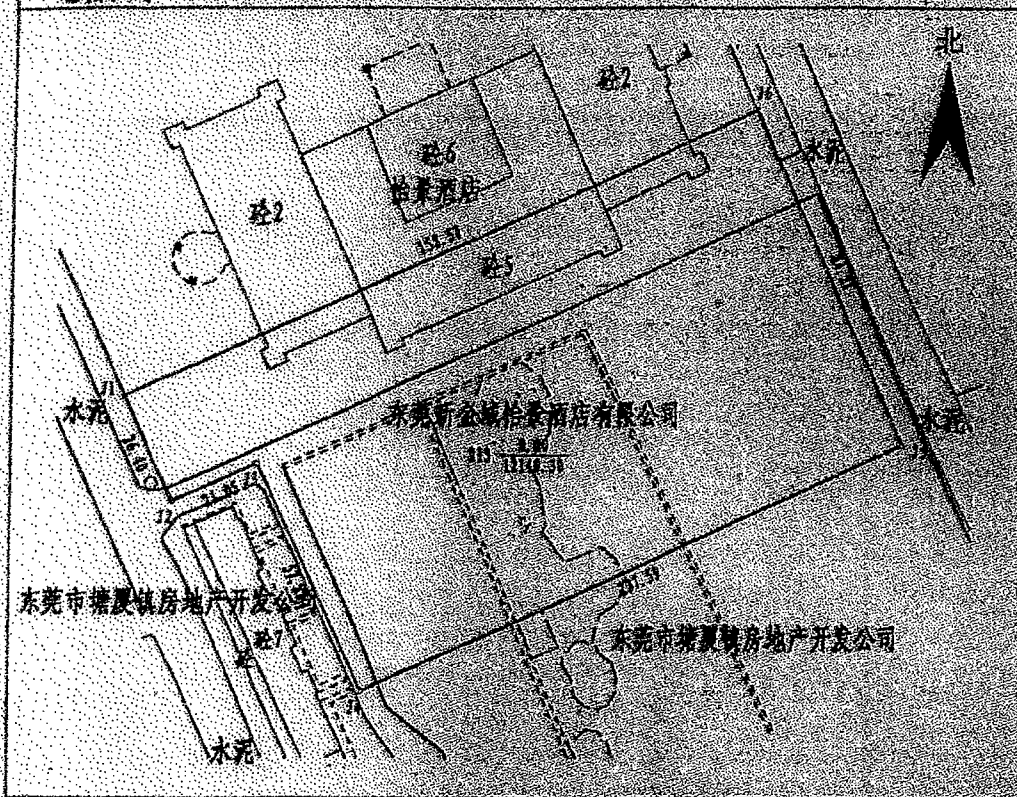


# 宗地平面图

单位: m, m<sup>2</sup>

宗地编号: 020401004  
地籍图号: 525.25-409.75

权利人: 东莞新金城怡景酒店有限公司



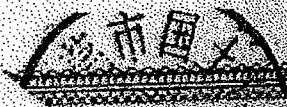
区号: 1921		地号: 020401004		图号: 525.25-409.75	
权利人: 东莞新金城怡景酒店有限公司					
身份证号:				电话:	
土地座落: 东莞市塘厦镇莲湖村冯屋村地段				实际用途: 213	
权属性质: 国有		使用权类型:		批准用途: 213	
宗地总面积: 12140.30		终止日期:		土地等级:	
独自面积: 0.00		东至: 水泥路		容积率:	
总建筑面积: 0.00		南至: 东莞市塘厦镇房地产开发有限公司		建筑限高:	
分摊面积: 0.00		西至: 东莞市塘厦镇房地产开发有限公司		建筑容积率: 0.40	
建筑占地面积: 1171.34		北至: 怡景酒店		建筑总面积: 4882.42	
点号	x坐标	y坐标	点号	x坐标	y坐标
J1	525416.54	409690.74	J4	525343.17	409744.56
J2	525392.46	409701.57	J5	525405.18	409869.92
J3	525401.13	409720.75	J6	525481.90	409835.21

绘图日期: 2002.08  
审核日期: 2002.08

比例尺 1:1565

绘图员: 王群才  
审核员: 黄衍森



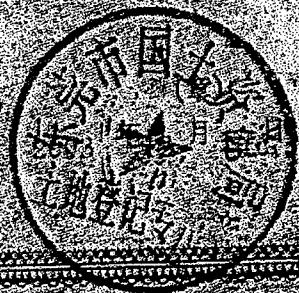


记 事

粘  
貼  
線

登 记 机 关

证书监制机关



No. 002290732

- ① 本证用于土地初始出让时，由土地权利人持本证向省自然资源厅申请，由省自然资源厅向自然资源部申请，由自然资源部向自然资源部申请，由自然资源部向自然资源部申请。
- ② 本证用于土地初始出让时，由土地权利人持本证向省自然资源厅申请，由省自然资源厅向自然资源部申请，由自然资源部向自然资源部申请。
- ③ 本证用于土地初始出让时，由土地权利人持本证向省自然资源厅申请，由省自然资源厅向自然资源部申请，由自然资源部向自然资源部申请。
- ④ 本证用于土地初始出让时，由土地权利人持本证向省自然资源厅申请，由省自然资源厅向自然资源部申请，由自然资源部向自然资源部申请。
- ⑤ 本证用于土地初始出让时，由土地权利人持本证向省自然资源厅申请，由省自然资源厅向自然资源部申请，由自然资源部向自然资源部申请。
- ⑥ 本证用于土地初始出让时，由土地权利人持本证向省自然资源厅申请，由省自然资源厅向自然资源部申请，由自然资源部向自然资源部申请。
- ⑦ 本证用于土地初始出让时，由土地权利人持本证向省自然资源厅申请，由省自然资源厅向自然资源部申请，由自然资源部向自然资源部申请。
- ⑧ 本证用于土地初始出让时，由土地权利人持本证向省自然资源厅申请，由省自然资源厅向自然资源部申请，由自然资源部向自然资源部申请。
- ⑨ 本证用于土地初始出让时，由土地权利人持本证向省自然资源厅申请，由省自然资源厅向自然资源部申请，由自然资源部向自然资源部申请。
- ⑩ 本证用于土地初始出让时，由土地权利人持本证向省自然资源厅申请，由省自然资源厅向自然资源部申请，由自然资源部向自然资源部申请。

中华人民共和国国土资源部

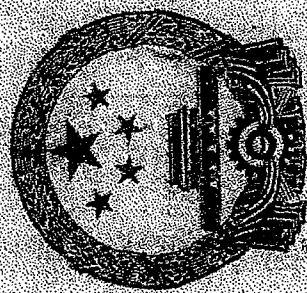


2、 资产、负债和所有者权益（如果没有的项目资料，可以不提供，但需出具书面说明并加盖公司公章）

序号	文 件	
1	房屋及土地权属	所有的房屋及国有土地使用权的清单（包括取得所有权的和承租权的）
2		房屋的权属证书（所有权证书和他项权利证书） 房屋的转让/抵押/出租租赁合同
3		房屋所占土地的使用权证明 土地使用权划拨/出让/转让/出租/抵押合同
4	在 建 工 程	土地使用权属证明
5		《建设工程规划许可证》（旧称《建筑许可证》或《建设工程规划许可证》）
6		施工许可证（或开工许可证）
7		建筑物竣工验收证明（或竣工验收备案证明）
8		经政府指定的机构审定的竣工结算书
9		建筑设计总平面图、建筑物竣工图（包括单体建筑平面、立面、剖面图）
10		登记机关认可的测量机构出具的实地测绘报告书
11		全部的建筑工程承包/施工合同/协议及工程款付款凭证
12		其他可能要求的文件
13	机器设备	设备（包括车辆）清单 ✓
14		机器设备的权属证明 设备的抵押/质押/租赁文件（如有）
15		机器设备的海关监管文件（如是外资企业进口的设备）
16	存货	存货清单 ✓ （如果存货的价值在对方的资产中占有较大的比例，或收购的目的就在于收购该存货）
17		商标清单
18		《商标注册证》/核准转让注册商标证明/ 其他权属证明文件

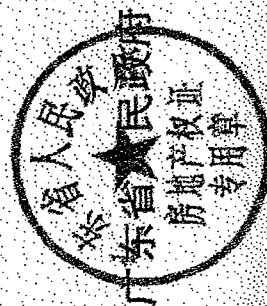
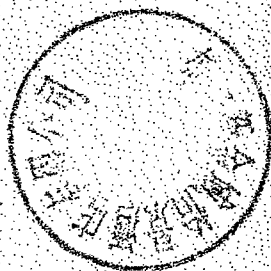
19	商 标	商标转让合同/协议 商标许可使用协议/合同 备案手续
20		商标质押文件(如有) 主债务合同、质押合同、商标专用权质押登记证等
21	专 利 权	专利清单
22		专利权证书/申请文件、专利局受理申请文件 专利年费缴纳凭证
23		专利交易文件
24		专利质押合同、主债务合同、专利权质押合同登记通知书(如有)
25	著 作 权	著作权清单
26		登记证书/其他证明文件
27		抵押合同、质押合同、主债务合同、抵/质押合同登记证
28	债 权	债权清单及相关的合同等 (仅限于价值较大的债权)
29	债 务	债务清单 (仅限于价值较大的商业债务, 不含应付工资、应付税款等)
30	对 外 担 保	对外担保清单及文件
31	合 同	重大商业合同(包括但不限于承包合同、购销合同、抵
32	争 议 和 行 政 处 罚 情 况	涉及的诉讼/仲裁文件(涉诉/仲裁案件应提供生效判决, 未结案的请 提供起诉状、答辩状及代理律师代理词等相关文件)
33		有关的行政处罚情况说明及相关文件
34		因上述诉讼/仲裁/行政处罚引起的查封、冻结、扣押等强制措施
35	其 他	保险情况(商业保险合同及付款凭证)
36		员工的劳动合同及薪资支付情况
37		员工社会保险缴付清单(社保局加盖公章) ✓
38		税务登记证及纳税凭证 ✓
39		企业信用报告(中国人民银行征信中心出具)
40		企业最近二年财务报表 — 已CPA 徐美生





# 房地产权证

根据《中华人民共和国城市房地  
产管理法》和《广东省城镇房地产  
登记条例》规定，为保护房屋所有权  
及其所占土地使用权的权利人的合  
法权益，对权属人申请登记本证所列  
房地产，经审查属实，特发此证。



粤房地证字第 C 4285740 号





1. 附

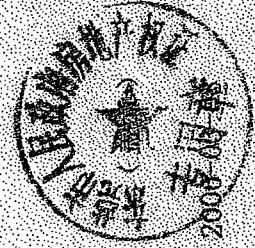
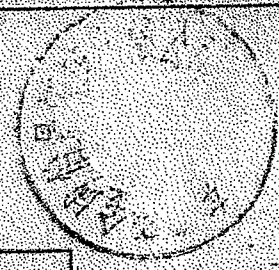
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他 项 权 情 况

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附 记

登记字号 塘24025476

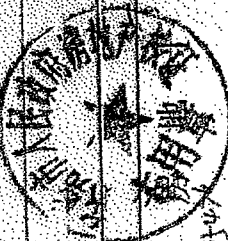


登记机关：

登记日期：2008

宗地平面图

房屋平面图

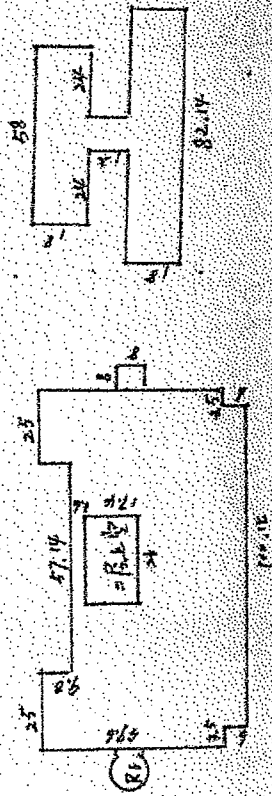


房屋平面图

登记 240.34.7 区  
使用土地面积: 25.25.6 m<sup>2</sup> 房屋基底面积: 6603.45 m<sup>2</sup>  
房屋建筑面积: 19651.3 m<sup>2</sup> 其中套内面积: \_\_\_\_\_ m<sup>2</sup>

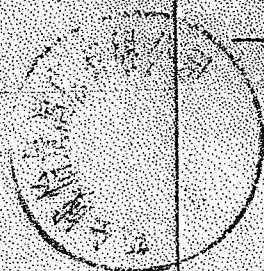
比例 1: 2000

北



三、五层楼面

一、二、三层楼面





宗地平面图

房屋平面图



房地平面图

号

地籍

号

登记 24025476

使用土地面积:  $\text{M}^2$

房屋基底面积:  $\text{M}^2$

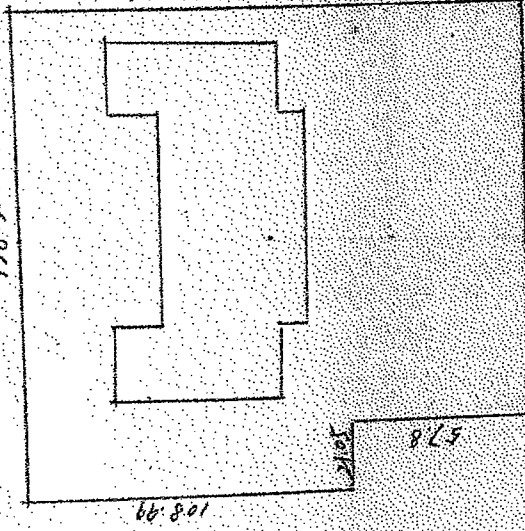
房屋建筑面积:  $\text{M}^2$

其中套内面积:  $\text{M}^2$

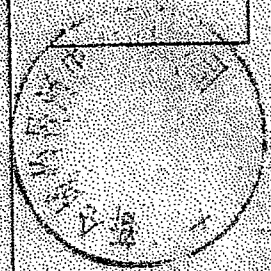
158.56

比例 1:200

北



房屋平面图

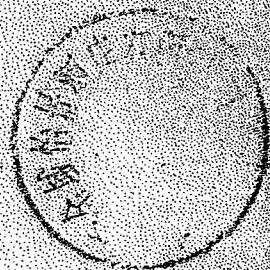


## 遵守事项

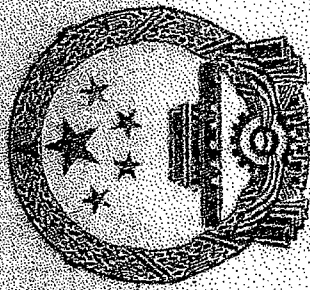
一、房地产权利人必须遵守国家法律、法规和政府有关房地产管理的各项规定。

二、房地产权转移（如买卖、赠与、交换、继承、分析等），房屋状况变动（如翻建、扩建、拆除、倒塌、灭失等），他项权利设定、注销，应及时向房地产管理机构申请登记。

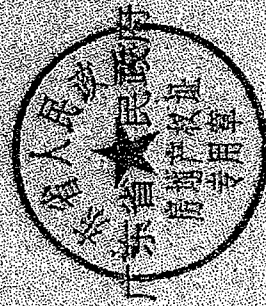
三、此证不准涂改，如有遗失或损毁，应及时向房地产管理机构申报补发。



根据《中华人民共和国城市房地  
产管理法》和《广东省城镇房地产  
登记条例》规定，为保护房屋所有权  
及其所占土地使用权的权利人的合  
法权益，对权属人申请登记本证所列  
房地产，经审查属实，特发此证。



# 房地产权证



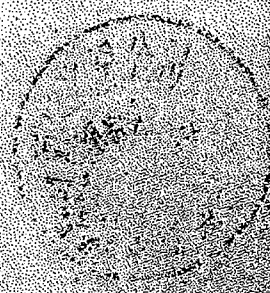
粤房地证字第 C 4285741 号



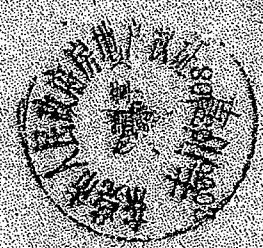


第 一 页

其他项权情况
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附 记	登记号 塘24035477
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登记机关：  
登记日期：



張

直平

12

三

29

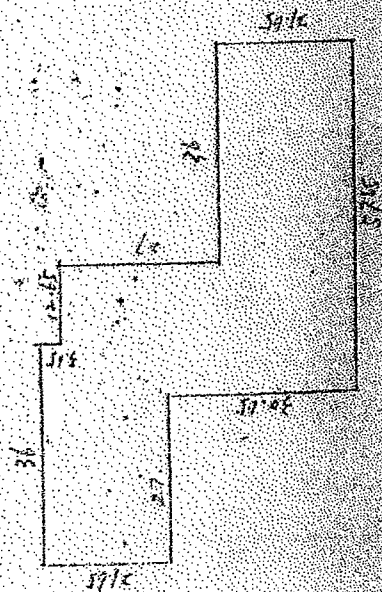
防盜措施面談 2010.07

正德九年十月

氏中蘇區西京	$M^2$
1	1
2	2
3	3
4	4
5	5
6	6
7	7
8	8
9	9
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12	12
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97	97
98	98
99	99
100	100

民國教育雜誌 出版部

100/100



卷之五

房屋平面图

房屋平面图

土地图

1985.10.15

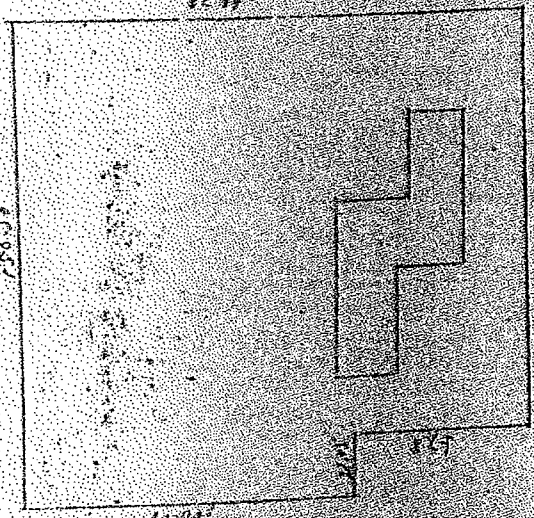
房地平面图

号

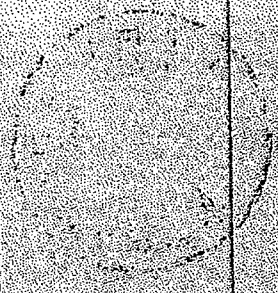
北

登记 24025077  
使用土地面积:  $\text{M}^2$   
房屋建筑面积:  $\text{M}^2$   
其中室内面积:  $\text{M}^2$   
158.54

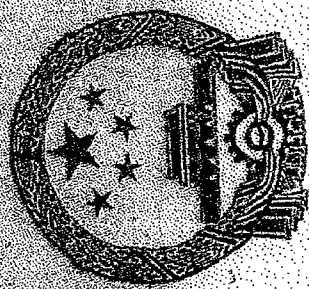
比例 1:1000



图例







# 房地产权证

根据《中华人民共和国城市房地  
产管理法》和《广东省城镇房地产权  
登记条例》规定，为保护房屋所有权  
及其所占土地使用权的权利人的合  
法权益，对权属人申请登记本证所列  
房地产，经审查属实，特发此证。



粤房地证字第 C 4285742 号

权 属 人		东莞新金域怡景酒店有限公司			
身 份 证 号		国 籍			
房屋所有来源		房屋用途		宿舍	
房屋所有份额		房屋所有性质			
土地使用来源		土地使用权性质		国有	
房地座落		东莞市塘厦镇环市东路6-1号员工宿舍楼			
建筑结构		钢混			
层 数		七		竣工日期	
建基面积		捌佰伍拾玖点零零		平方米	
建筑面积		肆仟伍佰玖拾壹点柒贰		平方米	
其中住宅建筑面积				平方米	
其中套内建筑面积				平方米	
四 归		东至(自墙): 人行道 南至(自墙): 人行道 西至(自墙): 人行道 北至(自墙): 人行道			

地 号		图 号			
用 途		商业用地			
使用类型		终止日期		2032-12-10	
使用面积		权 积		贰万伍仟贰佰叁拾伍点陆零	
占地面积		用 积		平方米	
共用面积		用 积		平方米	
使用证号		使用证机关		东莞市国土局	
共有（用）人		占有房屋额		共有（用）权证号	
房 地 产 共 有 （ 用 ） 情 况					
缴税情况					



1994年

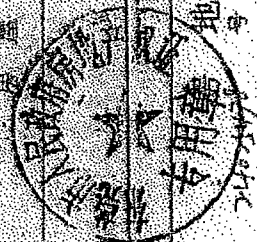
他 项 权 情 况
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附 记	登记号 塘24025478
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登记机关：  
登记日期：2000

房屋平面图



平面图

地籍

号

地号

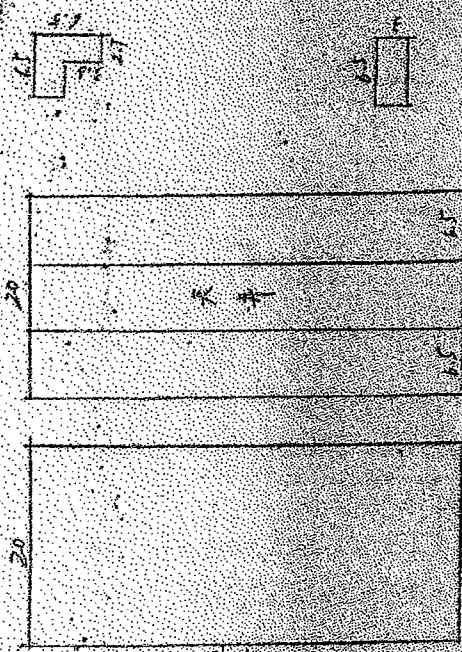
登记 24024078

使用土地面积: 2123.6  $M^2$  房屋基底面积: 81.2  $M^2$

房屋建筑面积: 4421.72  $M^2$  其中室内面积:         $M^2$

比例 1: 600

北



首层平面图 三北屋平面图 梯间



宗地平面圖

房屋平面图

房地平面图

号

区

地籍

号

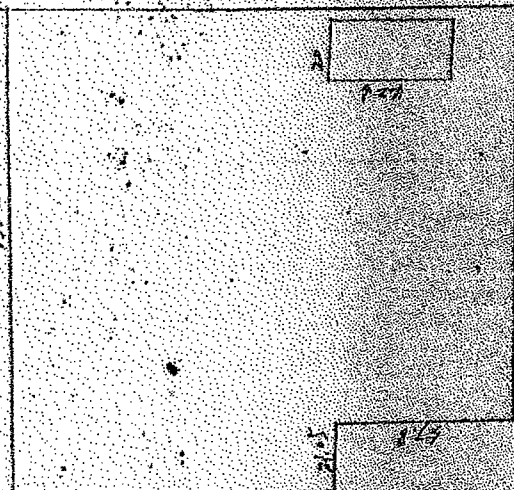
登记 24.55075

使用土地面积:  $m^2$  房屋基底面积:  $m^2$

房屋建筑面积:  $m^2$  其中套内面积:  $m^2$

比例 1: 2000

北



房屋平面图

## 遵守事项

一、房地产权利人必须遵守国家法律、法规和政府有关房地产管理的各项规定。

二、房地产权转移（如买卖、赠与、交换、继承、分拆等），房屋状况变动（如翻建、扩建、拆除、倒塌、灭失等），他项权利设定、注销，应及时向房地产管理机构申请登记。

三、此证不准涂改，如有遗失或损毁，应及时向房地产管理机构申报补发。




IN WITNESS whereof the parties hereto have entered into this Agreement the day and year first above written.

THE VENDOR


**SIGNED** by )  
LIU KA LIM )  
its director(s) and person(s) duly authorized )  
by its board of directors )  
for and on behalf of )  
**CHAMPION TECHNOLOGY** )  
**HOLDINGS LIMITED** in the presence )  
of / whose signature(s) being verified by:- )

*For and on behalf of*  
**CHAMPION TECHNOLOGY HOLDINGS LIMITED**  
**冠軍科技集團有限公司**  
  
.....  
*Authorized Signature(s)*

  
**CHAN KIT YIN**  
Solicitor, HKSAR  
Tony Kan & Co., Solicitors & Notaries

THE COMPANY

**SIGNED** by )  
CHAN WAI )  
its director(s) and person(s) duly authorized )  
by its board of directors )  
for and on behalf of )  
**HONEST CITY ENTERPRISES** )  
**LIMITED** in the presence of / whose )  
signature(s) being verified by:- )

*For and on behalf of*  
**HONEST CITY ENTERPRISES LIMITED**  
**廉城企業有限公司**  
  
.....  
*Authorised Signature(s)*

  
**CHAN KIT YIN**  
Solicitor, HKSAR  
Tony Kan & Co., Solicitors & Notaries

THE PURCHASER

**SIGNED** by

in the presence of:-



**Seatwo King Lai Bess  
Solicitor, Hong Kong SAR**

)  
) 朱英文

Interpreted to the Purchaser by:-



**Seatwo King Lai Bess  
Solicitor, Hong Kong SAR**

**TSE YUEN TING WONG SOLICITORS**