

Dated 13 September 2010

- (1) **THE HONG KONG PARKVIEW GROUP LIMITED**

- (2) **KOMPASS INTERNATIONAL LIMITED**

**AGREEMENT RELATING TO THE
DISPOSAL OF
SALE COMPANIES**

RICHARDS BUTLER
in association with
Reed Smith LLP
20th Floor, Alexandra House
16-20 Chater Road
Central
Hong Kong

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THIS AGREEMENT is made on 13 September 2010

BETWEEN:

- (1) **THE HONG KONG PARKVIEW GROUP LIMITED**, a company incorporated in Bermuda with limited liability and whose registered office is situated at Clarendon House, Church Street, Hamilton, HM11, Bermuda (the “**Hong Kong Parkview**”); and
- (2) **KOMPASS INTERNATIONAL LIMITED** (the “**Purchaser**”), a company incorporated in the British Virgin Islands with limited liability and whose registered office is situated at P.O. Box 71, Craigmuir Chambers, Road Town, Tortola, British Virgin Islands

WHEREAS:

- (A) Hong Kong Parkview is the ultimate owner of the Sale Companies (as hereinafter defined); and
- (B) Hong Kong Parkview desires to sell the Sale Companies and assign the Shareholders' Loan and the Purchaser desires to purchase the Sale Companies and accept the assignment of the Shareholders' Loan upon the terms and conditions hereinafter specified

IT IS HEREBY AGREED THAT:

1. **INTERPRETATION**

- (A) In this Agreement, unless the context otherwise requires, the following expressions have the following meanings:

“Associates”	has the same meaning ascribed thereto under the Listing Rules
“Board”	the board of Directors
“Business Day”	a days (other than any Saturday, Sunday or public holiday in Hong Kong) on which banks are generally open for business in Hong Kong
“Completion”	the completion of the sale and purchase of the Sale Shares and the assignment of Shareholders' Loan in accordance with the provisions in Clause 5
“Completion Date”	the fifth Business Day immediately after the conditions herein are satisfied (or such later date as the Purchaser and Hong Kong Parkview shall agree in writing)

“Conditions”	conditions as set out in Clause 3
“Consideration”	has the meaning ascribed to it in Clause 2
“Acquisition Agreement”	an agreement of even date herewith between Parkview Property Development Ltd., a wholly-owned subsidiary of Hong Kong Parkview, and the vendors referred to therein for the purchase by Parkview Property Development Ltd. of the issued share capital of Chyau Fwu Investment Limited described therein
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Hwang Family”	Messrs Wong Kin Wah, George Hwang Yiu Hwa, Victor, Hwang Yiu Hwa, Richard and Hwang Teh Hwa, Tony, all of whom are brothers and Directors and, in aggregate, through their interests in High Return Trading Limited and the Purchaser, hold approximately 73.6% of the issued share capital of Hong Kong Parkview as at the date of this Agreement
“Independent Shareholders”	Shareholders other than the Hwang Family, the Purchaser and their respective Associates
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Sale Companies”	those companies whose details are set out in Schedule One hereto
“Sale Shares”	the shares of each Sale Company, further details of which are set out in Schedule 1
“Shareholders' Loan”	has the meaning ascribed to it in Clause 4
“Stock Exchange”	The Stock Exchange of Hong Kong Limited

(B) In this Agreement:

- (i) references to “Clauses” are references to those contained in this Agreement;
- (ii) words importing the singular include the plural and vice versa, words importing a gender or the neuter include both genders and the neuter and references to persons include bodies corporate or unincorporated; and
- (iii) headings are for convenience only and shall not affect the construction of this Agreement.

2. SALE AND PURCHASE OF THE SALE SHARES

In consideration of the payment by Purchaser to Hong Kong Parkview or such parties as Hong Kong Parkview may direct in the amount of HK\$140,610,334 (the "Consideration"), Hong Kong Parkview agrees:-

- (i) to procure the sale of the Sale Companies to the Purchaser ; and
- (ii) to procure the assignment of the Shareholders' Loan to the Purchaser or its nominee and the parties agree to such assignment substantially in the form of the assignments set out in Schedule Two.

Hong Kong Parkview hereby directs the Purchaser to make payment, on Completion, to the vendors to the Acquisition Agreement and so immediately after Completion, no amounts shall be owed by the Purchaser to Hong Kong Parkview under this Agreement.

3. CONDITIONS

Completion of this Agreement is conditional upon:-

- (A) approval of this Agreement and the transactions contemplated herein by the Independent Shareholders of Hong Kong Parkview in a special general meeting in accordance with the Listing Rules;
- (B) the obtaining of all third party consents and approval (if any) which are necessary to effect the transaction contemplated herein;
- (C) simultaneous completion of the Acquisition Agreement; and
- (D) save for temporary suspension of trading in the shares of Hong Kong Parkview pursuant to the Listing Rules, the shares of Hong Kong Parkview shall remain listed on the Main Board of the Stock Exchange on the Completion Date.

4. WARRANTIES

- (A) Hong Kong Parkview warrants to and undertakes with the Purchaser on the date of this Agreement and as at the Completion Date as follows:-
 - (i) that the Sale Shares are free from all liens, claims, equities, charges, encumbrances or third party rights of whatsoever nature and rank pari passu with any other share issued by the relevant Sale Company;
 - (ii) the primary assets of each Sale Company are set out in Schedule One but no warranty is given as to their value and they are sold on an "as is" basis;
 - (iii) on the Completion Date, Hong Kong Parkview undertakes to make such adjustments (if any) to the Shareholders' Loan as are required to ensure that the net asset value of all of the Sale Companies, when added to the

outstanding amount of the Shareholders' Loan, is equal to the Consideration. Except that, when the net asset value of the Sale Company is added to the outstanding amount of Shareholders' Loan, the result is not less than 99.9%, and not more than 100.1% of the Consideration, then no adjustment will be made to the Shareholders' Loan.

For the purpose of this clause:-

- (a) net asset value is based on the aggregate net liabilities of HK\$251,170,312 (after taking into account revaluation adjustment of the artwork "Festival Day") as aggregated from that shown in each of the Sale Companies' management accounts as of 31 August 2010, , but excluding any other intangible assets; and
 - (b) the Shareholders' Loan refers to the aggregate principal amount of HK\$391,780,645.51 which will be due from the Sale Companies as at the Completion Date and which, pursuant to the terms of this Agreement shall be assigned to the Purchaser or such party as it directs. Immediately after the assignment of shareholders' Loan and Completion, no amounts are due from or to The Hong Kong Parkview Group Limited, Hong Kong Parkview and their respective subsidiaries, on the one hand, and the Purchaser and its subsidiaries on the other hand in respect of the Consideration payable under this Agreement; and
- (B) Notwithstanding anything herein to the contrary, the liability of Hong Kong Parkview in respect of any breach of the warranties herein shall cease at the expiry of one year after Completion and is limited, in aggregate to the Consideration.
- (C) Each of the parties hereto hereby warrant to and undertake with the other on the date of this Agreement and as at the Completion Date that it has full right, power and authority to enter into and perform this Agreement which constitutes or when executed will constitute the legal, valid and binding obligations of it in accordance with their respective terms.

5. COMPLETION

- (A) Subject to fulfilment of all the Conditions, Completion shall take place at the offices of Hong Kong Parkview at or before 5:00 p.m. on the Completion Date or at such other place as shall be mutually agreed between the parties (time being of the essence).
- (B) At Completion, all (but not part only unless the parties otherwise agree) of the following business will be transacted:
- (i) Hong Kong Parkview delivering or causing to be delivered to the Purchaser:
 - (a) signed instrument of transfer(s) in respect of the Sale Shares in favour of the Purchaser together with the original of the relevant share certificate;

- (b) such other documents as are required to give a good and effective transfer of title to the Sale Shares to the Purchaser and to enable it to become the registered holder thereof (including share certificates);
 - (c) in respect of each of the Sale Companies:
 - (i) the certificate of incorporation, business registration certificate (if any), common seal and all copies of memorandum and articles of association and/or its constitutional documents of the company in its possession or control that are not already in its possession;
 - (ii) the statutory books duly made up to date and any unissued share certificates, and such other statutory records as may exist that are not already in its possession;
 - (iii) all current insurance policies, books and accounts and other records, cheque books and title deeds and its other assets and evidence of ownership to all assets and all current contracts that are not already in its possession; and
 - (d) (if so required by the Purchaser) letters of resignation duly signed by all the existing directors and the secretaries stating that they have no claim whatsoever against the Sale Company;
 - (e) the assignments substantially in the form set out in Schedule Two and as signed by the relevant parties;
- (ii) Hong Kong Parkview shall procure that each of the Sale Companies holds a board meeting at which:
- (a) the transfer of the Sale Shares in favour of the Purchaser shall be approved and that the Purchaser be registered as the holder of the Sale Shares; and
 - (b) such other matters shall be dealt with and resolved upon as the Purchaser shall reasonably require for the purposes of giving effect to the provisions of this Agreement;
- (iii) Hong Kong Parkview agrees to:
- (a) present the instrument of transfer as signed by the relevant shareholder together with the share certificate in respect of the Sale Shares to the relevant Sale Company for registration of the transfer;
 - (b) deliver to the Purchaser a certified true copy of its board minutes approving the sale of the Sale Shares to the Purchaser ; and

- (c) deliver to the Purchaser the assignments substantially in the form set out in Schedule Two and as signed by the parties thereto.

6. **FULL EFFECT**

All the provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding Completion except in respect of those matters then already performed.

7. **SEVERABILITY**

If at any time 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 in any way be affected or impaired thereby.

8. **FURTHER ASSURANCE**

Notwithstanding Completion, the Purchaser shall sign or execute any document or do any deed, act or things as may reasonably be requested by Hong Kong Parkview to give full force and effect to the terms of this Agreement.

9. **TIME**

Time shall be of the essence of this Agreement.

10. **COUNTERPARTS**

This Agreement may be executed in any number of counterparts by the parties hereto on separate counterparts, each of which when executed and delivered to the other party shall constitute an original and all of which when taken together shall constitute one and the same document.

11. **ANNOUNCEMENTS**

Subject to any applicable statutory or regulatory rules or otherwise as may be required by the Stock Exchange or any other relevant regulatory authority in Hong Kong, none of the parties hereto shall disclose or make any public announcement in relation to the transactions the terms of which are set out in this Agreement or the transactions or arrangements hereby contemplated or herein referred to or any matter ancillary hereto or thereto without the prior consent of the others (which consent shall not be unreasonably withheld or delayed).

12. **COSTS AND EXPENSES**

Each party shall bear their own legal and other costs and expenses incurred in connection with this Agreement. However, the stamp duty in respect of the sale and purchase of the Sale Shares and property (if any) shall be borne as to 50% by the Purchaser and 50% by Hong Kong Parkview. The parties undertake to each other to

pay such stamp duty within the prescribed time after adjudication by the Hong Kong Government and to cooperate and provide all such information and documentation to facilitate stamping requirement.

13. **ASSIGNMENT**

This Agreement shall be binding on and shall ensure for the benefit of the successors and assignees of the parties hereto but shall not be capable of being assigned by any party without the written consent of the other party.

14. **ENTIRE AGREEMENT**

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

15. **GOVERNING LAW**

- (A) The Agreement is governed by and shall be construed in accordance with the laws of Hong Kong and the parties hereto hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong.
- (B) The Purchaser hereby appoints Mr Peter Ma Yiu Ho at 88 Tai Tam Reservoir Road, Hong Kong as its agent to receive and acknowledge on its behalf service of any writ, summons, order, judgment or other notice of legal process in Hong Kong. If for any reason the agent named above (or its successor) no longer serves as agent of the Purchaser for this purpose, the Purchaser shall promptly appoint a successor agent in Hong Kong and notify the other party hereto failing which the other party shall be entitled to treat the last known agent as valid. The Purchaser agrees that any such legal process shall be deemed sufficiently served on it if delivered to such agent for service to such agent's last address as notified by the Purchaser to Hong Kong Parkview whether or not such agent gives notice thereof to the Purchaser.

IN WITNESS WHEREOF parties hereto have duly executed this Agreement the day and year first above written.

SCHEDULE ONE

Name of Sale Company	Registered Address	Primary Asset	No. of Sale Shares
Dragon Spirit Limited	P.O. Box 71, Craigmuir Chambers, Road Town, Tortola, British Virgin Islands	50% interest in Shanghai Qiao-Yi Real Estate Co., Ltd. (under liquidation)	1 share held by Hong Kong Parkview (China) Limited
Newmeadow Limited	P.O. Box 71, Craigmuir Chambers, Road Town, Tortola, British Virgin Islands	45% interest in Nanjing Dingshan Garden Hotel Company Ltd.	1 share held by Hong Kong Parkview (China) Limited
✓ Hebo Urge Company Limited	88 Tai Tam Reservoir Road, Hong Kong	a Painting "良辰" ("Festival Day")	1 share held by The Hong Kong Parkview Group Limited 1 share held by Mr George Wong on trust for The Hong Kong Parkview Group Limited. Total: 2 shares
✓ Galleria Furnishings International Limited	88 Tai Tam Reservoir Road, Hong Kong	a PRC subsidiary "Shanghai Gang Li Furnishings Co., Ltd." which hold commercial properties in Shanghai	200,001 shares held by Parkview International Trading Ltd. 1 share held by Mr George Wong on trust for Parkview International Trading Limited. Total : 200,002 shares
✓ Kinart Enterprise Limited	88 Tai Tam Reservoir Road, Hong Kong	Hold copyright of a Painting "良辰" ("Festival Day")	1 share held by The Hong Kong Parkview Group Limited
Jiangsu Parkview Hotels & Resorts Ltd.	P.O. Box 71, Craigmuir Chambers, Road Town, Tortola, British Virgin Islands	Hotel management	55 shares held by Parkview Management Services Ltd.

SCHEDULE TWO
FORM OF ASSIGNMENT

Dated _____, 2010

- (1) **THE HONG KONG PARKVIEW GROUP LTD**
- (2) **PARKVIEW MANAGEMENT SERVICES LTD.**
- (3) **KOMPASS INTERNATIONAL LIMITED**
- (4) **THE PERSONS WHOSE NAMES ARE SET OUT IN SCHEDULE ONE**

DEED OF ASSIGNMENT

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THIS DEED is made on 13 September, 2010

BETWEEN:-

- (1) **THE HONG KONG PARKVIEW GROUP LIMITED**, a company incorporated in Bermuda with limited liability and whose registered office is situated at Clarendon House, Church Street, Hamilton, HM11, Bermuda ("Hong Kong Parkview");
- (2) **PARKVIEW MANAGEMENT SERVICES LTD.**, a company incorporated in the British Virgin Islands with limited liability and whose registered office is situated at P.O. Box 71, Craigmuir Chambers, Road Town, Tortola, British Virgin Islands ("Parkview Management");
- (3) **KOMPASS INTERNATIONAL LIMITED**, a company incorporated in the British Virgin Islands with limited liability and whose registered office is situated at P.O. Box 71, Craigmuir Chambers, Road Town, Tortola, British Virgin Islands ("Assignee"); and
- (4) **The Persons Whose Names Are Set Out In Schedule One hereto** ("Debtor Companies")

Hong Kong Parkview and Parkview Management are hereinafter referred to as the "Assignors" and each an "Assignor".

WHEREAS:-

- (A) each of the Debtor Companies is as at the date hereof indebted to the Assignor in the respective amounts as set out in Schedule 1 (as hereinafter defined);
- (B) in consideration of the Assignment, the Assignee agreed to the Assignment Consideration; and
- (C) the Assignor has agreed to assign the Loan (as hereinafter defined) to the Assignee (the "Assignment") on and subject to the terms and conditions herein

IT IS HEREBY AGREED:-

1. **INTERPRETATION**

- (A) In this Deed and the recitals hereto, unless the context otherwise requires:-

"Disposal Agreement" means an agreement of even date herewith between Hong Kong Parkview and the Assignee for the sale and purchase of the entire issued share capital of each of the Debtor Companies;

"Assignment Consideration" bears the meaning ascribed to it in Clause 2 herein;

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China; and

"Loan" means the interest free loans due from the Debtor Companies to the Assignors immediately before the Assignment herein and as set out in Schedule One.

(B) In this Deed:-

- (i) references to "Clauses" are references to those contained in this Deed;
- (ii) words importing the singular include the plural and vice versa; words importing a gender or the neuter include both genders and the neuter; and references to persons include bodies corporate or unincorporated; and
- (iii) headings are for convenience only and shall not affect the construction of this Deed.

2. **ASSIGNMENT**

In consideration of the Assignee entering into the Disposal Agreement ("Assignment Consideration"), the Assignors as the beneficial owner of the Loan hereby assign to the Assignee absolutely all the respective rights, title and interests of the Assignors in the Loan free and clear of any mortgages, charges, liens or any other third party rights and the Assignee, relying on the representations, warranties and undertakings made or given by the Assignors and subject to the terms and conditions contained respectively in this Deed, hereby accepts such assignment with immediate effect.

3. **NOTICE OF ASSIGNMENT**

By execution of this Deed, each of the Assignor gives and each of the Debtor Companies takes notice of and acknowledges the assignment of the Loan effected hereby and accordingly, all obligations in respect of the Loan shall hereinafter be due and owing to Assignee.

4. **REPRESENTATIONS AND WARRANTIES**

- (a) Each of the Assignor warrants and undertakes to the Assignee that immediately prior to the execution of this Deed:-
 - (i) the Loan is validly due and owing by each of the Debtor Companies to the relevant Assignor;
 - (ii) the Assignors are the beneficial owner of the Loan and each of them has all necessary title and authority to assign the benefit of the Loan without the consent of any third party;
 - (iii) all actions or things required to be taken, fulfilled or done in order to enable the respective Assignors lawfully to enter into and comply with its obligations under this Deed and to assign the Loan to the Assignee have been taken, fulfilled and done, as the case may be;

- (iv) the Loan is free of any mortgage, charge, lien, encumbrance, waiver or compromise;
 - (v) immediately following the assignment of the Loan hereunder, no sums or obligations will remain outstanding between the relevant Assignor and any of the Debtor Companies; and
 - (vi) no event has occurred directly or indirectly whereby any part of the Loan has or may have or may become unenforceable or any benefits of the Loan of the relevant Assignor or any rights or remedies have been or may have been adversely affected.
- (b) The Assignee hereby acknowledges that no representation, warranties or undertakings have been made or given by the Assignors to the Assignee in relation to the enforceability, recoverability or legality of the assignment of the Loan.

5. **SEVERABILITY**

If at any time 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 in any way be affected or impaired thereby.

6. **FURTHER ASSURANCE**

Each of the parties hereto shall sign or execute any document or do any deed, act or things as may reasonably be requested by either party hereto to give full force and effect to the terms of this Deed provided that the party which makes such request shall be responsible for the reasonable costs incurred by the other party.

7. **TIME**

Time shall be of the essence of this Deed.

8. **COUNTERPARTS**

This Deed may be executed in any number of counterparts by the parties hereto on separate counterparts, each of which when executed shall constitute an original and all of which when taken together shall constitute one and the same document.

9. **ANNOUNCEMENTS**

Subject to any applicable statutory or regulatory rules or otherwise as may be required by The Stock Exchange of Hong Kong Limited, the Securities and Futures Commission of Hong Kong or any other relevant regulatory authority in Hong Kong, none of the parties hereto shall make any public announcement in relation to the transactions the terms of which are set out in this Deed or the transactions or arrangements hereby contemplated or herein referred to or any matter ancillary hereto or thereto without the

prior written consent of the other party (which consent shall not be unreasonably withheld or delayed).

10. **COSTS AND EXPENSES**

The Assignors and the Assignee shall bear their own legal and other costs and expenses incurred in connection with this Deed.

11. **SUCCESSORS AND ASSIGNS**

This Deed shall be binding on the successors and assigns of the parties hereto but shall not be capable of being assigned by any party without the written consent of the other party.

12. **ENTIRE AGREEMENT**

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

13. **GOVERNING LAW**

This Deed is governed by and shall be construed in accordance with the laws of Hong Kong and the parties hereto hereby submit to the non-exclusive jurisdiction of the Courts of Hong Kong.

IN WITNESS whereof the parties hereto have executed this Deed the day and year first above written.

THE COMMON SEAL of)
HEBO URGE COMPANY LIMITED)
was hereunto affixed)
in the presence of:)

THE COMMON SEAL of)
GALLARIA FURNISHINGS)
INTERNATIONAL LIMITED)
was hereunto affixed)
in the presence of:)

THE COMMON SEAL of)
KINART ENTERPRISE)
LIMITED)
was hereunto affixed)
in the presence of:)

THE COMMON SEAL of)
JIANGSU PARKVIEW HOTELS &)
RESORTS LTD.)
was hereunto affixed)
in the presence of:)

THE COMMON SEAL of)
HONG KONG PARKVIEW GROUP)
LIMITED)
was hereunto affixed)
in the presence of:)

THE COMMON SEAL of)
PARKVIEW MANAGEMENT)
SERVICES LTD.)
was hereunto affixed)
in the presence of:)

THE COMMON SEAL of)
KOMPASS INTERNATIONAL)
LIMITED)
was hereunto affixed)
in the presence of:)

THE COMMON SEAL of)
DRAGON SPIRIT LIMITED)
was hereunto affixed)
in the presence of:)

THE COMMON SEAL of)
NEWMEADOW LIMITED)
was hereunto affixed)
in the presence of:)

SCHEDULE ONE

PARTICULARS OF THE DEBTOR COMPANIES


Name of Debtor Company	Registered Address	Assignor	Shareholders' loan due from such Debtor Company (HK\$)
Dragon Spirit Limited	P.O. Box 71, Craigmuir Chambers, Road Town, Tortola, British Virgin Islands	The Hong Kong Parkview Group Ltd.	93,631,971.92
Newmeadow Limited	P.O. Box 71, Craigmuir Chambers, Road Town, Tortola, British Virgin Islands	The Hong Kong Parkview Group Ltd.	254,390,826.98
Hebo Urge Company Limited	88 Tai Tam Reservoir Road, Hong Kong	The Hong Kong Parkview Group Ltd.	11,304,614
Gallaria Furnishings International Limited	88 Tai Tam Reservoir Road, Hong Kong	The Hong Kong Parkview Group Ltd.	28,533,109.06
Kinart Enterprise Limited	88 Tai Tam Reservoir Road, Hong Kong	The Hong Kong Parkview Group Ltd.	297,314.07
Jiangsu Parkview Hotels & Resorts Ltd.	P.O. Box 71, Craigmuir Chambers, Road Town, Tortola, British Virgin Islands	The Hong Kong Parkview Group Ltd.	2,721,746.48
Jiangsu Parkview Hotels & Resorts Ltd.	P.O. Box 71, Craigmuir Chambers, Road Town, Tortola, British Virgin Islands	Parkview Management Services Ltd.	901,063

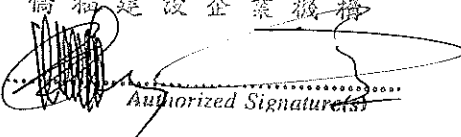
Execution Page

SIGNED by

for and on behalf of
**THE HONG KONG PARKVIEW
GROUP LIMITED**


in the presence of:-

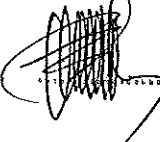

Woo, Anthony
Solicitor
Richards Butler
in association with
Reed Smith LLP
20/F Alexandra House
Hong Kong SAR

)
)
) for and on behalf of
) **THE HONG KONG PARKVIEW GROUP LIMITED**
) 僑福建設企業機構
) 
)
) *Authorized Signature(s)*

SIGNED by

for and on behalf of
KOMPASS INTERNATIONAL LIMITED
in the presence of:-


Woo, Anthony
Solicitor
Richards Butler
in association with
Reed Smith LLP
20/F Alexandra House
Hong Kong SAR

)
) For and on behalf of
) **KOMPASS INTERNATIONAL LIMITED**
) 
)
) *Authorized Signature(s)*