

## CONNECTED TRANSACTIONS

### CONTINUING CONNECTED TRANSACTIONS EXEMPT FROM THE REPORTING, ANNOUNCEMENT AND INDEPENDENT SHAREHOLDERS' APPROVAL REQUIREMENTS

Following the Listing, the following transactions may/will continue between the Group and the relevant connected persons, which will constitute continuing connected transactions for the Company under the Listing Rules.

#### Lease agreement with Modern Field Limited

On 30 June 2010, Modern Field Limited entered into a lease agreement (the "**First Lease Agreement**") with Telefield (HK), pursuant to which Modern Field Limited leased the premises of a total gross floor area of approximately 150.13 sq.m. located at Flat 1B, Block 10, Richwood Park, 33 Lo Fai Road, Tai Po, New Territories, Hong Kong together with two car parks (collectively, "**Property 1**"), to Telefield (HK) for a term of one year commencing from 1 June 2010 to 31 May 2011 at a monthly rental of HK\$35,000.

As Modern Field Limited is owned as to 999,999 shares by Century Win and as to one share by Mr. Cheng, Modern Field Limited is an associate of Century Win and is therefore a connected person of the Company under Chapter 14A of the Listing Rules. The rental paid by Telefield (HK) to Modern Field Limited under the First Lease Agreement was determined on an arm's length basis and reflected the prevailing market rent at the time. The First Lease Agreement was entered into by the parties on normal commercial terms.

During the Track Record Period and before the entering into of the First Lease Agreement, Modern Field Limited leased Property 1 to Telefield (HK). For the three years ended 31 December 2007, 2008 and 2009 and the eight months ended 31 August 2010, the total amount of rental paid by Telefield (HK) to Modern Field Limited amounted to HK\$480,000, HK\$480,000, HK\$480,000 and HK\$280,000, respectively. The First Lease Agreement will continue between the parties after the Listing. Based on the terms of the First Lease Agreement, the aggregate rent payable by Telefield (HK) to Modern Field Limited for each of the years ending 31 December 2010 and 2011 will not exceed HK\$435,000 and HK\$175,000, respectively (the "**First Lease Annual Caps**").

The Directors consider that the First Lease Agreement and the First Lease Annual Caps to be fair and reasonable and in the interest of the Group and the Shareholders as a whole. DTZ has reviewed the rent payable pursuant to the First Lease Agreement and confirmed that the terms of the First Lease Agreement reflect the prevailing market condition in Hong Kong and that the rent payable by Telefield (HK) to Modern Field Limited reflects the prevailing market rates of comparable properties in the locality and is fair and reasonable.

Since each of the percentage ratios (other than the profits ratio) for the First Lease Agreement is less than 5% and the annual consideration is less than HK\$1,000,000, the transactions under the First Lease Agreement are exempted from the reporting, announcement and independent shareholders' approval requirements applicable under Chapter 14A of the Listing Rules as it falls within the de minimus threshold under Rule 14A.33(3) of the Listing Rules.

## CONNECTED TRANSACTIONS

### Lease agreement with Swintown Investment Limited

On 30 June 2010, Swintown Investment Limited entered into a lease agreement (the “**Second Lease Agreement**”) with Telefield (HK), pursuant to which Swintown Investment Limited leased the premises of a total gross floor area of approximately 70.42 sq.m. located at Flat 9A, Tower 27, Parc Oasis, 35 Grandeur Road, Yau Yat Tsuen, Kowloon, Hong Kong (“**Property 2**”), to Telefield (HK) for a term of one year, commencing from 1 June 2010 to 31 May 2011 at a monthly rental of HK\$20,000.

As Swintown Investment Limited is 99.99% owned by Mr. KY Ng, Swintown Investment Limited is an associate of Mr. KY Ng and is therefore a connected person of the Company under Chapter 14A of the Listing Rules. The rental paid by Telefield (HK) to Swintown Investment Limited under the Second Lease Agreement was determined on an arm’s length basis and reflected the prevailing market rent at the time. The Second Lease Agreement was entered into by the parties on normal commercial terms.

During the Track Record Period and before the entering into of the Second Lease Agreement, Swintown Investment Limited leased Property 2 to Telefield (HK). For the three years ended 31 December 2007, 2008 and 2009 and the eight months ended 31 August 2010, the total amount of rental paid by Telefield (HK) to Swintown Investment Limited amounted to HK\$240,000, HK\$240,000, HK\$240,000 and HK\$160,000, respectively. The Second Lease Agreement will continue between the parties after the Listing. Based on the terms of the Second Lease Agreement, the aggregate rent payable by Telefield (HK) to Swintown Investment Limited for each of the years ending 31 December 2010 and 2011 will not exceed HK\$240,000 and HK\$100,000, respectively (the “**Second Lease Annual Caps**”).

The Directors consider that the Second Lease Agreement and the Second Lease Annual Caps to be fair and reasonable and in the interest of the Group and the Shareholders as a whole. DTZ has reviewed the rent payable pursuant to the Second Lease Agreement and confirmed that the terms of the Second Lease Agreement reflect the prevailing market condition in Hong Kong and that the rent payable by Telefield (HK) to Swintown Investment Limited reflects the prevailing market rates of comparable properties in the locality and is fair and reasonable.

Since each of the percentage ratios (other than the profits ratio) for the Second Lease Agreement is less than 5% and the annual consideration is less than HK\$1,000,000, the transactions under the Second Lease Agreement are exempted from the reporting, announcement and independent shareholders’ approval requirements applicable under Chapter 14A of the Listing Rules as it falls within the de minimus threshold under Rule 14A.33(3) of the Listing Rules.

## CONNECTED TRANSACTIONS

### Lease agreement with Grand Access Limited

On 30 June 2010, Telefield (HK) entered into a lease agreement (the “**Third Lease Agreement**”) with Grand Access Limited, pursuant to which Grand Access Limited leased the premises of a total gross floor area of approximately 107.77 sq.m. located at Flat D, 10th Floor, Block 1, Grand Palisades, 8 Shan Yin Road, Tai Po, New Territories, Hong Kong, together with a licence to use one car park (collectively, “**Property 3**”), to Telefield (HK) for a term of one year commencing from 1 June 2010 to 31 May 2011 at a monthly rental of HK\$20,000.

As Grand Access Limited is 51% owned by Mr. KB Lee, Grand Access Limited is an associate of Mr. KB Lee and is therefore a connected person of the Company under Chapter 14A of the Listing Rules. The rental paid by Telefield (HK) to Grand Access Limited under the Third Lease Agreement was determined on an arm’s length basis and reflected the prevailing market rent at the time. The Third Lease Agreement was entered into by the parties on normal commercial terms.

During the Track Record Period and before the entering into of the Third Lease Agreement, Grand Access Limited leased Property 3 to Telefield (HK). For the three years ended 31 December 2007, 2008 and 2009 and the eight months ended 31 August 2010, the total amount of rental paid by Telefield (HK) to Grand Access Limited amounted to HK\$100,000, HK\$240,000, HK\$240,000 and HK\$160,000, respectively. The Third Lease Agreement will continue between the parties after the Listing. Based on the terms of the Third Lease Agreement, the aggregate rent payable by Telefield (HK) to Grand Access Limited for each of the years ending 31 December 2010 and 2011 will not exceed HK\$240,000 and HK\$100,000, respectively (the “**Third Lease Annual Caps**”).

The Directors consider that the Third Lease Agreement and the Third Lease Annual Caps to be fair and reasonable and in the interest of the Group and the Shareholders as a whole. DTZ has reviewed the rent payable pursuant to the Third Lease Agreement and confirmed that the terms of the Third Lease Agreement reflect the prevailing market condition in Hong Kong and that the rent payable by Telefield (HK) to Grand Access Limited reflects the prevailing market rates of comparable properties in the locality and is fair and reasonable.

Since each of the percentage ratios (other than the profits ratio) for the Third Lease Agreement is less than 5% and the annual consideration is less than HK\$1,000,000, the transactions under the Third Lease Agreement are exempted from the reporting, announcement and independent shareholders’ approval requirements applicable under Chapter 14A of the Listing Rules as it falls within the de minimus threshold under Rule 14A.33(3) of the Listing Rules.