

DATED THE 13TH DAY OF AUGUST, 2009

ORIENTAL CITY GROUP ASIA LIMITED

and

CHARM ACT GROUP LIMITED
(美雅集团有限公司)

A G R E E M E N T
for the sale and purchase of
the entire issued share capitals in
Oriental City Group China Limited and
Oriental City Group Thailand Limited

F. Zimmern & Co.
Solicitors & Notaries
Suites 1501-1503, 15th Floor,
Gloucester Tower, The Landmark,
15 Queen's Road Central,
Hong Kong

Ref: PC/O2/2007

THIS AGREEMENT is made on the 13th day of August, 2009

BETWEEN :-

1. **ORIENTAL CITY GROUP ASIA LIMITED** whose registered office is situate at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands and whose correspondence address is at 2602 Golden Centre, 188 Des Voeux Road Central, Hong Kong (the "**Vendor**"); and
2. **CHARM ACT GROUP LIMITED (美雅集團有限公司)** whose registered office is situate at P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands and whose correspondence address is Room 505, 5th Floor, Nan Fung Tower, No. 173 Des Voeux Road, Central & Nos. 84-86, Comnaught Road Central, Hong Kong (the "**Purchaser**").

WHEREAS :

- (A) The Vendor is the beneficial owner of (i) one share of US\$1 of Oriental City Group China Limited, representing its entire issued share capital (the "**OCG China Sale Share**"); and (ii) one share of US\$1 of Oriental City Group Thailand Limited, representing its entire issued share capital (the "**OCG Thailand Sale Share**", together with OCG China Sale Share, the "**Sale Shares**"). Particulars of Oriental City Group China Limited and Oriental City Group Thailand Limited (the "**Companies**") and their respective subsidiaries (the "**Group**") are set out in the Schedule.
- (B) The Vendor has agreed to sell the Sale Shares to the Purchaser on the terms and conditions hereinafter appearing.

AND NOW IT IS HEREBY AGREED as follows :-

1. **SALE AND PURCHASE OF THE SALE SHARES**

The Vendor as beneficial owner hereby agrees to sell to the Purchaser and the Purchaser, relying on the representations and warranties made or given by the Vendor and subject to the terms and conditions contained in this Agreement, agrees to purchase from the Vendor free from all claims, charges, liens, encumbrances, equities and third party rights and together with all rights attached thereto and all dividends and distributions declared, paid or made in respect thereof after the date hereof the OCG China Sale Share and OCG Thailand Sale Share to be satisfied by the issue and allotment of the respective 9 and 90 shares of US\$1 each of the Purchaser (together, the "**Consideration Shares**"), credited as fully paid and each ranking pari passu with the existing share(s) of the Purchaser in all respects, to the Vendor.

2. COMPLETION

2.1 Completion of the sale and purchase of the Sale Shares pursuant to Clause 1 shall take place at the offices of the Purchaser on the date of this Agreement, when the following business will be simultaneously transacted :-

- (a) the Purchaser shall deliver to the Vendor share certificate(s) for the Consideration Shares;
- (b) the Vendor shall deliver to the Purchaser the following :-
 - (i) instruments of transfer in favour of the Purchaser in respect of the Sale Shares all duly executed by the Vendor;
 - (ii) original share certificates in respect of the Sale Shares;
 - (iii) such other documents as may be 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;
 - (iv) the certificate of incorporation, business registration certificate, certificate of approval, business license and common seal (if applicable) of each of the companies comprising the Group and all copies of memorandum and articles of association (if applicable) of each of the companies comprising the Group in its possession or control;
 - (v) the statutory books of the companies comprising the Group duly made up to date and any unissued share certificates, and such other statutory records of the companies comprising the Group as may exist; and
 - (vi) all current insurance policies, books and accounts and other records, cheque books and title deeds and evidence of ownership to all assets of the companies comprising the Group and all current contracts; and
- (c) the Vendor will cause the sole director of each of the Companies to pass resolutions to register the transfer of the relevant Sale Shares referred to above and to issue new certificates for the relevant Sale Shares in the name of the Purchaser.

2.2 The transactions described in Clause 2.1 shall take place at the same time, so that in default of the performance of any such transactions by a party, the other party shall not be obliged to complete the sale and purchase aforesaid (without prejudice to any further legal remedies).

3. REPRESENTATIONS AND WARRANTIES

The Vendor hereby represents and warrants to and undertakes with the Purchaser that each of the following matters are as at the date hereof true and correct in all respects :-

- (a) the Vendor is the beneficial owner of the Sale Shares free from all liens, charges, pledges, options, contracts, pre-emption rights, third party rights and equities, and incumbrances of whatever nature and the same are freely transferable by the Vendor without the consent, approval, permission, licence or concurrence of any third party;
- (b) the contents of Recital (A) and the Schedule hereto are true, accurate and complete, and other than as set out in the said Schedule, none of the members of the Group has in issue any other shares, debentures, warrants, options or securities of any description; and
- (c) the Vendor is fully capable of entering into this Agreement and to perform all obligations and duties hereunder without the consent, approval, permission, licence or concurrence of any third party.

4. SEVERABILITY

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.

5. ENTIRE AGREEMENT

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.

6. TIME

- 6.1 Time shall be of the essence of this Agreement.
- 6.2 No time or indulgence given by any party to the other shall be deemed or in any way be construed as a waiver of any of its rights and remedies hereunder.

7. ASSIGNMENT

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.

8. NOTICES AND OTHER COMMUNICATION

8.1 Any notice or other communication to be given under this Agreement shall be in writing and may be given by hand, by post or electronic mail to the following address/number of the party to be served or to such other address/number as shall be notified by such party to the other in writing :-

The Vendor

Address : 2602 Golden Centre, 188 Des Voeux Road Central, Hong Kong

Attention : Ms. Mandy Cheng

Electronic mail address : mandy.cheng@ocg.com.hk

The Purchaser

Address : Room 505, 5th Floor, Nan Fung Tower, No. 173 Des Voeux Road, Central & Nos. 84-86, Connaught Road Central, Hong Kong

Attention : Mr. Andy Sung

Electronic mail address : andy.sung@org.com.hk

8.2 Any such notice or communication shall be sent to the party to whom it is addressed and must contain sufficient reference and/or particulars to render it readily identifiable with the subject-matter of this Agreement. If so given by hand or electronic mail, such notice or communication shall be deemed received on the date of despatch and if so sent by post (or, if sent to an address outside of Hong Kong, so sent by first class air-mail) shall be deemed received 2 business days after the date of despatch.

9. GOVERNING LAW

9.1 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.

9.2 The Vendor hereby irrevocably authorises and appoints the following person (or such other person resident in Hong Kong as it may by written notice to the other party substitute) to accept service of all legal process arising out of or connected with this Agreement and service on such agent (or such substitute) will be deemed to be service on it :-

Name : Ms. Mandy Cheng

Address : 2602 Golden Centre, 188 Des Voeux Road Central,
Hong Kong

9.3 The Purchaser hereby irrevocably authorises and appoints the following person (or such other person resident in Hong Kong as it may by written notice to the other party substitute) to accept service of all legal process arising out of or connected with this Agreement and service on such agent (or such substitute) will be deemed to be service on it :-

Name : Mr. Andy Sung

Address : Room 505, 5th Floor, Nan Fung Tower, No. 173 Des
Voeux Road, Central & Nos. 84-86, Connaught Road
Central, Hong Kong

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

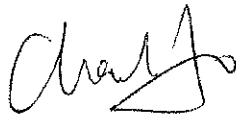
SIGNED by Mr. Yu Chun Fai)
a director, for and on behalf)
of the Vendor in the presence of :-)



For and on behalf of
ORIENTAL CITY GROUP ASIA LIMITED


.....
Authorized Signature(s)

SIGNED by Mr. Yu Chun Fai)
a director, for and on behalf)
of the Purchaser in the presence of :-)



For and on behalf of
CHARM ACT GROUP LIMITED
美雅集團有限公司


.....
Authorized Signature(s)

Ho Wing Chi
F. Zimmern & Co.
Solicitor
Hong Kong, SAR

SCHEDULE

Particulars of the Companies

(1) Oriental City Group China Limited

Name of Company:	Oriental City Group China Limited
Former Name:	N/A
Company Number:	1403108
Date of Incorporation:	7 May 2007
Date of Change of Name:	N/A
Place of Incorporation:	British Virgin Islands
Registered Office:	P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands
Authorised Share Capital:	US\$50,000 divided into 50,000 shares of US\$1 each
Issued Share Capital:	US\$1 (1 share)
Present Director:	Mr. Yu Chun Fai
Present Secretary:	N/A
Present Shareholder:	the Vendor (100%)

(2) 奧思知(海南)服務有限公司 (Oriental City Group (Hainan) Services Ltd.)

Name of Company:	奧思知(海南)服務有限公司 (Oriental City Group (Hainan) Services Ltd.)
Former Name:	N/A
Date of Establishment:	24 October 2005
Date of Change of Name:	N/A
Place of Establishment:	The People's Republic of China
Registered Address:	海口市金貿區國貿大道 45 銀通國際中心二樓營業大廈
Registered Capital:	HK\$150,000.00
Total Investment:	HK\$170,000.00
Term:	Twenty (20) years commencing from 24 October 2005 and ending on 23 October 2025
Present Director and General Manager:	Mr. Yu Chun Fai
Present Representative:	Mr. Yu Chun Fai
Present Supervisor:	Ms. Wong Lai Chun
Present Equity Owner:	Oriental City Group China Limited (100%)
Certificate of Approval No.:	Shang Wai Zi Qiong K Gang Zi Zi No. [2005] 0009 商外資琮 K 港資字 [2005] 0009 號 dated 1 November 2005
Business Licence No.:	Qi Du Qiong Hai Zong Fu Zi No. 002114 (企獨琮海總副字第 002114 号) dated 24 October 2005

(3) Oriental City Group Thailand Limited

Name of Company:	Oriental City Group Thailand Limited
Former Name:	N/A
Company Number:	1403619
Date of Incorporation:	7 May 2007
Date of Change of Name:	N/A
Place of Incorporation:	British Virgin Islands
Registered Office:	P.O. Box 957, Offshore Incorporations Centre, Road Town, Tortola, British Virgin Islands
Authorised Share Capital:	US\$50,000 divided into 50,000 shares of US\$1 each
Issued Share Capital:	US\$1 (1 share)
Present Director:	Mr. Yu Chun Fai
Present Secretary:	N/A
Present Shareholder:	the Vendor (100%)

(4) Oriental City Group (Thailand) Company Limited

Name of Company:	Oriental City Group (Thailand) Company Limited
Former Name:	N/A
Company Registration number:	0105547132119 (Previous Number : 0108754717299)
Date of Incorporation:	27 September 2004
Date of Change of Name:	N/A
Place of Incorporation:	Thailand
Registered Address:	Ground Floor, TST Tower, 21 Viphavadi-Rangsit Road, Jomphol Sub-district, Jatujak District, Bangkok, Thailand
Registered Capital:	30,500,000 Baht divided into 3,050,000 shares of 10 Baht each
Paid-up Capital:	7,625,000 Baht (25% of the par value)
Present Directors:	(1) Yu Chun Fai (2) Chan Ngok (3) Chanchai Lertsakulthong
Present Secretary:	N/A
Present Shareholders:	Oriental City Group Thailand Limited (1,500,000 ordinary shares or 49.18033%) Mrs. Nongluck Anantachote (999,999 ordinary shares and 550,000 preference shares or 50.81964%) Miss Patcharin Pinkoksoong (1 ordinary share or 0.00003%)