

DATED THE 27TH DAY OF MARCH 2017

JOE GREEN CAPITAL LIMITED

AND

MR. LAU CHING KEI

AND

MR. BOEDIMAN WIDJAJA

AND

MS. INSINIRAWATI LIMARTO

SALE AND PURCHASE AGREEMENT

P. C. Woo & Co.
12th Floor, Prince's Building
10 Chater Road, Central
Hong Kong

THIS AGREEMENT is made on the 27th day of March 2017

BETWEEN:

- (1) **JOE GREEN CAPITAL LIMITED**, a company incorporated in the British Virgin Islands with limited liability whose registered office is situated at Commerce House, Wickhams Cay 1, P. O. Box 3140, Road Town, Tortola, VG1110, British Virgin Islands (the "**Purchaser**");
- (2) **MR. LAU CHING KEI**, (holder of Hong Kong identity card no. G674494(9)), whose address is at Flat B, 17/F., St George Apartments, 81 Waterloo Road, Kowloon, Hong Kong ("**Mr. Lau**");
- (3) **MR. BOEDIMAN WIDJAJA**, (holder of Indonesian passport no. B2466584), whose address is at 19 Jalan Jelita, Singapore, 278343 ("**Mr. Widjaja**"); and
- (4) **MS. INSINIRAWATI LIMARTO**, (holder of Indonesian passport no. B1389903), whose address is at 19 Jalan Jelita, Singapore, 278343 ("**Ms. Lim**", together with Mr. Lau and Mr. Widjaja, the "**Vendors**").

WHEREAS:

- (A) Linktopz Entertainment Limited (the "**Company**") is a company incorporated under the laws of Hong Kong with limited liability with company number 2155777 whose registered office is situated at Unit D, 12/F., Seabright Plaza, 9-23 Shell Street, North Point, Hong Kong. Further particulars of the Company and its subsidiaries are set out in Schedule I to this Agreement.
- (B) As at the date of this Agreement, (i) Mr. Lau is the sole legal and beneficial owner of Sale Share A; (ii) Mr. Widjaja is the sole legal and beneficial owner of Sale Share B; and (iii) Ms. Lim is the sole legal and beneficial owner of Sale Share C. The Vendors collectively own as to 100% of the existing issued share capital of the Company.
- (C) As at the date of this Agreement, the Purchaser is owned as to 33.3%, 33.3% and 33.3% by Mr. Widjaja, Ms. Lim and Ms. Incunirawati Limarto respectively.
- (D) The Vendors collectively have agreed to sell and transfer the Sale Shares to the Purchaser, and the Purchaser has agreed to purchase the Sale Shares from the Vendor, subject to and in accordance with the terms and conditions hereinafter set out in this Agreement.
- (E) All capitalized terms which are not defined in this background section shall be defined below.

NOW IT IS HEREBY AGREED AND WITNESSES as follows:

1. DEFINITIONS

1.01 In this Agreement, the following expressions have the following meanings:

“**Agreement**” means this sale and purchase agreement;

“**Completion**” means completion of this Agreement;

“**Consideration**” means the aggregate consideration payable by the Purchaser to the Vendors for the purchase of the Sale Shares, as referred to in Clause 2.02;

“**Group Companies**” means the members of the group of companies comprising the Company and its subsidiaries;

“**Hong Kong**” means the Hong Kong Special Administrative Region of the People’s Republic of China;

“**Law**” means (i) any law, statute or statutory provision, regulation, rule, constitutional provision, treaty or rule of common law or equity; (ii) any order, notice or decree of any governmental authority or other matter of any kind having the force of law; or (iii) any order, decree, judgment or award of any court, tribunal or arbitrator of a competent jurisdiction;

“**Parties**” means parties to this Agreement;

“**Sale Shares**” means Sale Share A, Sale Share B and Sale Share C, representing the entire issued share capital of the Company as at the date of this Agreement;

“**Sale Share A**” means 1 Share legally and beneficially held by Mr. Lau, representing approximately 33.3% of the entire issued share capital of the Company as at the date of this Agreement;

“**Sale Share B**” means 1 Share legally and beneficially held by Mr. Widjaja, representing approximately 33.3% of the entire issued share capital of the Company as at the date of this Agreement;

“**Sale Share C**” means 1 Share legally and beneficially held by Ms. Lim, representing approximately 33.3% of the entire issued share capital of the Company as at the date of this Agreement;

“**Share(s)**” means ordinary share(s) of HK\$1.0 each in the issued share capital of the Company;

“**Taxation**” means any form of taxation (including, but not limited to, deferred taxes), levy, duty, charge, contribution, withholding or impost of whatever nature (including, but not limited to, any related fine, penalty, surcharge or interest) imposed, collected or assessed by or payable to any local, municipal, regional, governmental, state,

federal or other body in Hong Kong, the People's Republic of China or elsewhere;
and

"Vendors' Warranties" means the representations, warranties and undertakings given by the Vendors contained in Schedule II in this Agreement.

- 1.02 Clause headings are for convenience only and shall not affect the construction of this Agreement.
- 1.03 References herein to Clauses and Schedules are clauses and schedules in this Agreement unless the context requires otherwise.
- 1.04 Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing a gender include every gender.

2. SALE AND PURCHASE OF THE SALE SHARES

- 2.01 Subject to the terms of this Agreement, the Vendors collectively as legal and beneficial owners shall sell, and the Purchaser shall purchase, the Sale Shares free from all liens, charges, encumbrances, equities and other third party rights and together with all rights and benefits attaching or accruing to them on or after the date of this Agreement. The Purchaser shall not be obliged to complete the purchase of any of the Sale Shares unless the purchases of Sale Share A from Mr. Lau, Sale Share B from Mr. Widjaja and Sale Share C from Ms. Lim are completed simultaneously.
- 2.02 The aggregate Consideration for the sale and purchase of the Sale Shares at the Consideration price HK\$1.0 per Sale Share shall be HK\$3.0.
- 2.03 The Consideration shall be paid by the Purchaser to the Vendors by way of cash at Completion, subject to the Vendors having performed their obligations under Clause 5.02 in accordance with the terms thereof.

3. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS BY THE VENDORS

- 3.01 Each of the Vendors hereby represents, warrants and undertakes to the Purchaser that each of the Vendors' Warranties is now and shall at Completion be true and accurate and not misleading.
- 3.02 The Vendors shall procure that the Company does not do anything or does not omit to do anything prior to Completion which would, at any time before Completion, make any of the Vendors' Warranties untrue, inaccurate or misleading in any respect, not fully carry out any of the Vendors' Warranties in any respect, or be inconsistent with any of the Vendors' Warranties in any aspect.
- 3.03 The Vendors shall forthwith notify the Purchaser upon becoming aware of any event or circumstance which may cause any of the Vendors' Warranties to be untrue, incorrect or misleading in any material aspect or not been fully carried out in any

material respect or which is inconsistent with any of the Vendors' Warranties in any material respect.

4. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS BY THE PURCHASER

4.01 The Purchaser hereby represents, warrants and undertakes to and with each of the Vendors that:

- (1) it is duly incorporated and is validly existing under the laws of the British Virgin Islands; and
- (2) it has full corporate power and authority to enter into, and engage in the transactions contemplated by, this Agreement and has taken or obtained all necessary corporate actions and consents to authorise and approve the execution and performance by it of this Agreement.

5. COMPLETION

5.01 Completion shall take place on the date of signing of this Agreement or at such other date and time as shall be agreed by the Parties in writing.

5.02 At Completion:

- (1) the Vendors shall deliver to the Purchaser:
 - (i) duly executed instruments of transfer and sold notes in respect of Sale Share A, Sale Share B and Sale Share C in favour of the Purchaser together with the relevant share certificates (if any) therefor; and
 - (ii) a certified copy of board resolutions of the Company approving, among other things, the transfer of the Sale Shares to the Purchaser and the registration of the Purchaser as a shareholder of the Company upon Completion;
 - (iii) all the statutory and other books and records (including financial records) duly written up to date of the Company and its certificate of incorporation, current business registration certificate and common seal and any other papers, records and documents of the Company including all the contracts entered into by the Company (if any);
 - (iv) letter of resignation dated as the date of Completion duly executed by Mr. Lau as an existing director of the Company and acknowledging that he has no outstanding claims whether for compensation for loss of office or otherwise howsoever;
 - (v) duly completed and signed Form D2A (Notice of Change of Company Secretary and Director (Appointment/Cessation)) and Form D4 (Notice of Resignation of Company Secretary and Director) by Mr. Lau to be

filed at the Companies Registry of Hong Kong by the Vendors;

- (vi) resignation letters duly signed by all secretaries and auditors (if so requested by the Purchaser) of the Company;
 - (vii) certified copy of (a) the register of members of the Company evidencing the Purchaser as the sole legal and beneficial holder of the Sale Shares and the Sale Shares constituting the entire issued share capital of the Company; and (b) the registers of directors and secretaries evidencing such persons who shall be nominated and appointed as the new directors and/or secretary of the Company;
 - (viii) new share certificate(s) for the Sale Shares in the name of the Purchaser; and
 - (ix) evidence showing the change of bank signatories of all bank account(s) held by the Company to such signatories as nominated by the Purchaser (if so requested by the Purchaser);
- (2) Subject to the conclusion of the matters referred to in sub-clause (1) above, the Purchaser shall:
- (i) make payment of the Consideration to the Vendors in accordance with Clause 2; and
 - (ii) deliver to the Vendors a certified copy of a resolution of its board of directors, authorising and approving the execution and completion of this Agreement and the transactions contemplated under this Agreement.

6. FURTHER ASSURANCE

The Parties shall do and execute or procure to be done and executed all such further acts, deeds, things and documents as may be necessary to give effect to the terms of this Agreement.

7. COSTS

Each Party shall pay its own costs and disbursements of and incidental to this Agreement. All the stamp duty payable in respect of the transactions contemplated herein shall be borne by the Vendors and the Purchaser in equal share.

8. NOTICES

Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant Party at its address set out in the recital of this Agreement (or such other address as the addressee has by three (3) business days' prior written notice specified to the other Parties).

9. ENTIRE AGREEMENT

This Agreement (together with any documents referred to herein) constitutes the entire agreement between the Parties and supersedes any previous agreements, arrangements or understandings between them relating to the subject matter hereto.

10. LEGAL REPRESENTATIONS

Each of the Parties hereby acknowledges and confirms that it has been advised to seek independent legal advice in connection with the preparation of and the consummation of the transactions contemplated under this Agreement.

11. GOVERNING LAW AND JURISDICTION

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the Parties hereby irrevocably submit to the exclusive jurisdiction of the Hong Kong courts.

12. COUNTERPARTS

This Agreement may be executed in one or more counterparts, and by the Parties on separate counterparts, but shall not be effective until each Party has executed at least one counterpart and each such counterpart shall constitute an original of this Agreement but all the counterparts shall together constitute one and the same instrument.

12. CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE

Notwithstanding that a term of this Agreement purports to confer a benefit on any person who is not a party to this Agreement, (i) a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any term of this Agreement; and (ii) the consent of any person who is not a party to this Agreement is not required to rescind or vary this Agreement at any time.

SCHEDULE I

PARTICULARS CONCERNING THE GROUP COMPANIES

Part A: The Company

1. Name : JOE Green Capital Limited
2. Registered Office : Commerce House, Wickhams Cay 1, P.O. Box 3140, Road Town, Tortola, British Virgin Islands
3. Date of Incorporation : 24th March 2017
4. Place of Incorporation : British Virgin Islands
5. Company Registration No. : 1940649
6. Business : Investment holding
7. Directors : Boediman Widjaja, Insinirawati Limarto, Incunirawati Limarto
8. Issued Share Capital : US\$3
9. Shareholders :

<u>(1) Name of Shareholder</u>	<u>(2) No. of Shares</u>	<u>(3) Shareholding percentage (approximate)</u>
Boediman Widjaja	1	33.3%
Insinirawati Limarto	1	33.3%
Incunirawati Limarto	1	33.3%
Total:	<u>3</u>	<u>100%</u>

10. Subsidiaries: Refer to Part B of this Schedule

Part B: The Subsidiaries

(i) JOE Green Pacific Limited

1. Name : JOE Green Pacific Limited
2. Registered Office : Commerce House, Wickhams Cay 1, P.O. Box 3140, Road Town, Tortola, British Virgin Islands
3. Date of Incorporation : 24th March 2017
4. Place of Incorporation : British Virgin Islands
5. Company Registration No. : 1940658
6. Business : Investment holding
7. Directors : Boediman Widjaja, Insinirawati Limarto, Incunirawati Limarto
8. Issued Share Capital : US\$1.0
9. Shareholders : the Company

(ii) JOE Green Prominent Limited

1. Name : JOE Green Prominent Limited
2. Registered Office : Commerce House, Wickhams Cay 1, P.O. Box 3140, Road Town, Tortola, British Virgin Islands
3. Date of Incorporation : 24th March 2017
4. Place of Incorporation : British Virgin Islands
5. Company Registration No. : 1940650
6. Business : Investment holding
7. Directors : Boediman Widjaja, Insinirawati Limarto, Incunirawati Limarto
8. Issued Share Capital : US\$1.0
9. Shareholders : the Company

(iii) JOE Green Summit Limited

1. Name : JOE Green Summit Limited
2. Registered Office : Commerce House, Wickhams Cay 1, P.O. Box 3140, Road Town, Tortola, British Virgin Islands
3. Date of Incorporation : 24th March 2017
4. Place of Incorporation : British Virgin Islands
5. Company Registration No. : 1940647
6. Business : Investment holding
7. Directors : Boediman Widjaja, Insinirawati Limarto, Incunirawati Limarto
8. Issued Share Capital : US\$1.0
9. Shareholders : the Company

(iv) JOE Green Gratia Limited

1. Name : JOE Green Gratia Limited
2. Registered Office : Commerce House, Wickhams Cay 1, P.O. Box 3140, Road Town, Tortola, British Virgin Islands
3. Date of Incorporation : 24th March 2017
4. Place of Incorporation : British Virgin Islands
5. Company Registration No. : 1940644
6. Business : Investment holding
7. Directors : Boediman Widjaja, Insinirawati Limarto, Incunirawati Limarto
8. Issued Share Capital : US\$1.0
9. Shareholders : the Company

SCHEDULE II

VENDORS' WARRANTIES

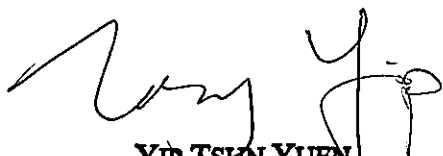
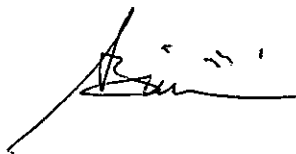
Each of the Vendors hereby represents and warrants and undertakes to the Purchaser that all representations and statements of fact set out in this Schedule are and will be true and accurate and not misleading as at the date of this Agreement and up to Completion with reference to the state of affairs then existing. Except as expressly otherwise provided, the Vendors' Warranties in this Schedule shall apply not only to the Company but also to each of the Group Companies *mutatis mutandis* as if each had been expressly repeated with respect to each of the Group Companies, naming it in the place of the Company throughout.

- i. the Vendors are the sole legal and beneficial owners of the Sale Shares and have full power to sell and transfer to the Purchaser full legal and beneficial title to and in the Sale Shares and that the Sale Shares represent the entire issued share capital of the Company, and are and will at Completion be free from all charges, liens, encumbrances and equities, claims, whatsoever;
- ii. there are no options or other agreements outstanding which call for the issue of or accord to any person the right to call for the issue of any shares in the Company;
- iii. there are no options or other agreements outstanding which call for the creation of any mortgage, charge, pledge, lien or other security or encumbrance over any of the Sale Shares;
- iv. each of the Vendors has the full capacity to enter into, and engage in the transactions contemplated by, this Agreement and (if so required) have obtained all necessary consents to authorise and approve the execution and performance by each of the Vendors of this Agreement;
- v. neither the execution nor delivery by each of the Vendors of this Agreement nor the performance or observance of any of each of their obligations thereunder, does or shall conflict with, or result in any breach or violation of, any judgment, order or decree, trust deed, mortgage, agreement or other instrument or arrangement or Law by which each of the Vendors is bound or which would have an adverse effect on the Company;
- vi. all the Shares were duly allotted, issued and fully paid in accordance with the relevant constitutional documents of the Company and in compliance with all relevant Laws and rank *pari passu* in all respects *inter se*;
- vii. since the date of its incorporation:
 1. the Company has no subsidiaries or investment (in whatsoever form) in other companies and/or bodies (whether incorporated or not);

2. the Company has not carried on any business or undertaken any activity;
 3. the Company has not created any liability and/or indebtedness (whether actual or contingent);
 4. the Company has not hired and/or engaged any employee;
 5. the Company has not hold any property including fixed assets or shares in other companies; and
 6. there has not been any intellectual property rights owned, registered, used or licensed to use by the Company in any jurisdictions;
- viii. the Company has not been and is not engaged in any litigation, arbitration, prosecution or other legal proceedings or in any proceedings or hearing before any statutory or governmental body, department, board or agency and no such body is conducting any investigation of the Company's affairs and, to the best of their knowledge making due and careful enquiry, the Vendors are not aware that any such litigation, arbitration, prosecution or other legal proceedings or investigations are pending or threatened or of any facts likely to give rise to such proceedings;
- ix. no order has been made or resolution has been passed for the winding up of the Company and the following are not outstanding:
- (i) petition or order for the winding up of the Company;
 - (ii) receivership of the whole or any part of the undertaking or assets of the Company;
 - (iii) petition or order for the administration of the Company; or
 - (iv) voluntary arrangement between the Company and any of its creditors; and
- x. all information contained in this Agreement (including the recitals) is true and accurate in all respects and not misleading in any respect.


IN WITNESS WHEREOF this Agreement has been executed as a deed on the day and year first above written

SIGNED by BOEDIMAN WIDJAJA)
duly authorized)
by)
JOE GREEN CAPITAL LIMITED)
for and on its behalf)
in the presence of:)



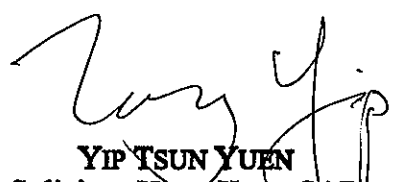
YIP TSUN YUEN
Solicitor, Hong Kong SAR
P. C. WOO & CO.

SIGNED, SEALED and DELIVERED by)
LAU CHING KEI)
in the presence of:)



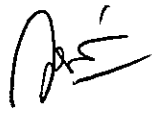
PANG TIN WAI

SIGNED, SEALED and DELIVERED by)
BOEDIMAN WIDJAJA)
in the presence of:)



YIP TSUN YUEN
Solicitor, Hong Kong SAR
P. C. WOO & CO.

SIGNED, SEALED and DELIVERED by)
INSINIRAWATI LIMARTO)
in the presence of:)



YIP TSUN YUEN
Solicitor, Hong Kong SAR
P. C. WOO & CO.