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## BEST LINKING GROUP HOLDINGS LIMITED

## 永聯豐集團控股有限公司

(Incorporated in the Cayman Islands with limited liability)
(Stock Code: 9882)

# (1) CONTINUING CONNECTED TRANSACTION IN RELATION TO THE PURCHASE FRAMEWORK AGREEMENT; (2) CONTINUING CONNECTED TRANSACTION IN RELATION TO THE SALES FRAMEWORK AGREEMENT; AND (3) CONNECTED TRANSACTION IN RELATION TO THE TENANCY AGREEMENT

## PURCHASE FRAMEWORK AGREEMENT

The Board is pleased to announce that on 1 November 2024, Best Linking, as the purchaser, and South Wing, as the supplier, entered into the Purchase Framework Agreement, pursuant to which the Group agreed to purchase, and South Wing agreed to sell heavy duty machineries for a term commencing from the Effective Date to 31 December 2026.

## SALES FRAMEWORK AGREEMENT

The Board is pleased to announce that on 1 November 2024, Best Linking, as the supplier, and South Wing, as the purchaser, entered into the Sales Framework Agreement, pursuant to which the Group agreed to sell, and South Wing agreed to purchase mechanical parts and components for a term commencing from 1 November 2024 to 31 December 2026.

## THE TENANCY AGREEMENT

The Board is pleased to announce that on 1 November 2024, Best Linking, as the tenant, and Ever Genius, as the landlord, entered into the Tenancy Agreement, pursuant to which the Group agreed to rent the Premises from Ever Genius for a term commencing from 1 November 2024 to 31 October 2027 with an option to review for another 3 years.

## LISTING RULES IMPLICATIONS

As at the date of this announcement, both South Wing and Ever Genius are indirectly wholly-owned by the father of Mr. YP Chan and Mr. LP Chan, both executive Directors of the Company. As the Company is owned as to 75% by C Centrum, which is wholly-owned by Mr. YP Chan, Mr. YP Chan is also a Substantial Shareholder of the Company. Accordingly, South Wing and Ever Genius are connected persons of the Company and the transactions contemplated under the Purchase Framework Agreement and the Sales Framework Agreement constitute continuing connected transactions and the Tenancy Agreement constitutes a connected transaction on the part of the Company under Chapter 14A of the Listing Rules.

In relation to the Purchase Framework Agreement, as the proposed annual caps exceed HK\$10,000,000 and the highest relevant applicable percentage ratio exceeds 5% but is less than 25%, the transactions contemplated under the Purchase Framework Agreement and the annual caps are subject to the announcement, reporting, annual review, circular (including independent financial advice) and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

A circular containing, among others, (i) further details of the Purchase Framework Agreement and the proposed annual caps; (ii) the letter of advice from Lego Corporate Finance; (iii) the letter of recommendation from the Independent Board Committee; (iv) the notice of the EGM; and (v) other information as required under the Listing Rules, is expected to be dispatched to the Shareholders on or before 22 November 2024 in accordance with the Listing Rules.

In relation to the Sales Framework Agreement, as all relevant applicable percentage ratios are less than 5% and the proposed annual caps are below HK\$10,000,000, the transactions contemplated under the Sales Framework Agreement and the annual caps are subject to announcement, reporting and annual review requirements but are exempted from the circular, independent financial advice and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

In relation to the Tenancy Agreement, as all the relevant applicable percentage ratios are less than 5% and the annual rent is less than HK\$3,000,000, the transaction under the Tenancy Agreement is fully exempted from announcement, circular, independent financial advice, Independent Shareholders' approval, reporting and annual review requirements under Chapter 14A of the Listing Rules.

## INTRODUCTION

The Board is pleased to announce that on 1 November 2024, Best Linking, an indirect wholly-owned subsidiary of the Company, as purchaser, and South Wing, as supplier, entered into the Purchase Framework Agreement in relation to the purchase of heavy duty machineries from South Wing. On the same day, Best Linking, as supplier, and South Wing, as purchaser, entered into the Sales Framework Agreement in relation to the sales of mechanical parts and components to South Wing. Also, on the same day, Best Linking, as the tenant, and Ever Genius, as the landlord, entered into the Tenancy Agreement in relation to the lease of the Premises.

## THE PURCHASE FRAMEWORK AGREEMENT

The principal terms of the Purchase Framework Agreement are as follows:

Date: 1 November 2024

Parties: (1) Best Linking, as purchaser

(2) South Wing, as supplier

Nature of transactions: The Group will purchase heavy duty machineries from South Wing

Term: From the Effective Date and ending on 31 December 2026

Time and method of payment:

Each separate purchase order shall be principally settled within 90 days from the date of each invoice.

Pricing: To be determined by reference to the prevailing market prices of

the heavy duty machineries or substantially similar products, taking into account of the comparable order quantities and quality offered to the Group by other suppliers who are Independent Third Parties.

If the above is not applicable, pricing will be determined by reference to the price of similar products previously supplied to a third party, and on no less favourable terms to the Group comparable to those offered by South Wing to Independent Third Parties and on normal commercial terms comparable to those offered to Independent Third Parties in respect of the heavy duty machineries or substantially similar products with comparable

order quantities and quality.

Conditions precedent: The Purchase Framework Agreement is conditional upon obtaining

the approval from the Independent Shareholders at the EGM.

## PROPOSED ANNUAL CAPS

The Group has been sourcing heavy duty machineries from independent suppliers for resale to its customers for years, however, the Group has not previously purchased machineries from South Wing, which also happens to be a supplier of heavy duty machineries.

The proposed annual caps for the Purchase Framework Agreement are as follows:

## From the Effective Date to 31 December 2024 From 1 January 2025 to 31 December 2025 From 1 January 2025 to 31 December 2026 HK\$32,000,000 HK\$35,000,000

The proposed annual caps have been determined with reference to (i) the expected transaction amount of the purchase of new machineries by the Group from South Wing for the period from the Effective Date up to and including 31 December 2026 after taking into account, among others, indicative orders received by the Group from its customer in respect of the sourcing of new machineries and the expected demand of new machineries from the Group's customers for the period from the Effective Date up to and including 31 December 2026; (ii) the expected market conditions for the period from the Effective Date up to and including 31 December 2026; and (iii) the historical quantity and value of new excavators and generators purchased by the Group from other suppliers. The Directors (excluding the independent non-executive Directors, whose view will be expressed after receiving advice from Lego Corporate Finance) consider that the above mentioned proposed annual caps are fair and reasonable and are in the interests of the Company and its Shareholders as a whole.

## THE SALES FRAMEWORK AGREEMENT

The principal terms of the Sales Framework Agreement are as follows:

Date: 1 November 2024

Parties: (1) Best Linking, as supplier

(2) South Wing, as purchaser

Nature of transactions: The Group will sell mechanical parts and components to South

Wing

Term: From 1 November 2024 and ending on 31 December 2026

Time and method of Each separate purcha

payment:

Each separate purchase order shall be principally settled within 90 days from the date of each invoice.

Pricing: To be determined by reference to the prevailing market prices of mechanical parts and components or substantially similar products, taking into account of the comparable order quantities and quality

offered by the Group to other customers who are Independent

Third Parties.

If the above is not applicable, pricing will be determined by reference to the price of similar products supplied by the Group to a third party customer, and on no less favourable terms to the Group comparable to those sold by the Group to Independent Third Party customers and on normal commercial terms comparable to those offered to Independent Third Parties in respect of the mechanical parts and components or substantially similar products

with comparable order quantities and quality.

## PROPOSED ANNUAL CAPS

The Group has been manufacturing mechanical parts and components for sale to its customers. The Group has not previously engaged in the sales of mechanical parts and components to South Wing, which happens to be a buyer of mechanical parts and components.

The proposed annual caps for the Sales Framework Agreement are as follows:

## Financial year/period Annual caps From 1 November 2024 to 31 December 2024 HK\$2,500,000 From 1 January 2025 to 31 December 2025 HK\$5,000,000 From 1 January 2025 to 31 December 2026 HK\$6,000,000

The proposed annual caps have been determined with reference to (i) the historical quantity and value of mechanical parts and components sold by the Group to its customers; (ii) the expected value of mechanical parts and components to be sold by the Group to South Wing up to and including 31 December 2026; and (iii) the expected market conditions for the next three years. The Directors (including the independent non-executive Directors) consider that the above mentioned proposed annual caps are fair and reasonable and are in the interests of the Company and its Shareholders as a whole.

## THE TENANCY AGREEMENT

The principal terms of the Tenancy Agreement are as follows:

Date: 1 November 2024

Parties: (1) Best Linking as tenant

(2) Ever Genius as landlord

Premises: ALL THOSE pieces or parcels of land known as (i) Section A of

Lot No. 1161 in D.D.130; (ii) The Remaining Portion of Lot No. 1161 in D.D.130; (iii) Section A of Lot No. 1164 in D.D.130; (iv) Section C of Lot No. 1164 in D.D.130; (v) The Remaining Portion of Lot No. 1164 in D.D.130; (vi) The Remaining Portion of Lot No. 1165 in D.D.130; (vii) Section A of Lot No. 1175 in D.D.130; (viii) Section B of Lot No. 1175 in D.D.130; (ix) Section D of Lot No. 1175 in D.D.130; (x) Section F of Lot No. 1175 in D.D.130; (xi) Section G of Lot No. 1175 in D.D.130; and (xii) The Remaining Portion of Lot No. 1175 in D.D.130, in Tuen Mun, New Territories, Hong Kong, with a total gross site area of

approximately 2,400 sq.m.

Term: From 1 November 2024 and ending on 31 October 2027 (both days

inclusive) with Best Linking having an option to renew for a further term of three years in accordance with the terms of the

Tenancy Agreement

Rent: HK\$83,000 per calendar month (inclusive of government rent and

rates and exclusive of utilities and all other outgoings) to be paid in advance on the first day of each and every calendar month during the Term without deduction, and no less than HK\$83,000 and no more than HK\$95,450 per calendar month (inclusive of government rate and rates and exclusive of utilities and all other

outgoings) for the renewal term

Deposit: HK\$166,000, equivalent to two months' rent

Usage: Warehouse

The rent was determined after taking into account the prevailing market conditions and the prevailing market rent for similar properties in the vicinity of the Premises. The rent payable will be financed by internal resources of the Group.

## Rights-of-use asset under the Tenancy Agreement

The unaudited value of the right-of-use asset recognised by the Group under the Tenancy Agreement amounted to approximately HK\$2,744,000, which is the present value of total rent payable for the entire term of the Tenancy Agreement in accordance with HKFRS 16 "Leases".

## INFORMATION ON THE PARTIES

## The Group

The Group is a leading premium slewing rings manufacturer, with its manufacturing base located in the PRC. It is also a provider for a comprehensive line of mechanical parts and components as well as machineries. The mechanical parts and components which the Group manufactures and sources include sprocket, track shoes, rollers, which are commonly sought by its customers alongside the slewing rings that the Group manufactures and sources for its customers. In addition, the Group also sources minerals and heavy duty machineries such as excavators, pile drivers, wheel loaders and trucks for its customers.

Best Linking is an indirect wholly-owned subsidiary of the Company and its principal business is the manufacturing of slewing rings, and the sourcing of mechanical parts and components as well as machineries for resale to its Group's customers.

## **South Wing**

South Wing is a company incorporated in Hong Kong with limited liability and is principally engaged in the business of import and export of construction machineries, mainly brand new excavators from Japan and generators as well as mechanical parts and components. South Wing is indirectly wholly-owned by Mr. Chan Wing Tin, father of Mr. YP Chan and Mr. LP Chan.

## **Ever Genius**

Ever Genius is a company incorporated in Hong Kong with limited liability and is principally engaged in property investment. Ever Genius is indirectly wholly-owned by Mr. Chan Wing Tin, father of Mr. YP Chan and Mr. LP Chan.

## REASONS FOR AND BENEFITS OF ENTERING INTO THE PURCHASE FRAMEWORK AGREEMENT, THE SALES FRAMEWORK AGREEMENT AND THE TENANCY AGREEMENT

The Group has been expanding its business scope, products range and clientele since its listing on GEM of the Stock Exchange in 2019. The products offered by the Group have expanded from slewing rings to other mechanical parts such as sprocket, idlers, track chain and track shoes and to heavy duty machineries such as excavator, pile driver and wheel loader. Given South Wing has over 25 years of experience with vast and established connections in the sales of heavy duty machineries, as well as acted as a distributor of brand new construction machineries from Sumitomo, IHI, Nippon Sharyo and Kubota for resale in the South-East Asia region, including in particular Hong Kong, Japan, South Korea and Singapore, the Group intends to mainly purchase brand new excavators and generators from South Wing. The Directors consider that the Purchase Framework Agreement will facilitate the Group to acquire a range of products for resale to the Group's customers, thus implementing the business development plan of broadening the range of products offered by the Group and diversifying the suppliers network.

The Directors (excluding the independent non-executive Directors, whose view will be expressed after receiving advice from Lego Corporate Finance) are of the view that the Purchase Framework Agreement has been entered into in the ordinary and usual course of business of the Group and upon normal commercial terms or better to the Group, and the terms of the Purchase Framework Agreement are fair and reasonable and in the interests of the Company and the Shareholders as a whole.

The Directors consider that the Sales Framework Agreement will facilitate the Group to widen its clientele and enhance the source of revenue for the Group. The Directors (including the independent non-executive Directors) are of the view that the terms of the Sales Framework Agreement and the transactions contemplated thereunder (including the annual caps) are fair and reasonable, and are on normal commercial terms or better, in the ordinary and usual course of business of the Group and in the interests of the Company and the Shareholders as a whole.

The Directors consider that the Tenancy Agreement is necessary for the Group to continue to expand its business in the sales of mechanical parts and components as well as machineries in Hong Kong and the South East Asia region as it will provide ample storage space to facilitate the storage and inspection. The Directors (including the independent non-executive Directors) are of the view that the terms of the Tenancy Agreement are fair and reasonable, and are on normal commercial terms or better, in the ordinary and usual course of business of the Group and in the interests of the Company and the Shareholders as a whole.

Neither the Purchase Framework Agreement, the Sales Framework Agreement nor the Tenancy Agreement are inter-conditional on each other and the transactions contemplated thereunder will not be aggregated pursuant to Chapter 14A of the Listing Rules.

## LISTING RULES IMPLICATIONS

As at the date of this announcement, South Wing is indirectly wholly-owned by the father of Mr. YP Chan and Mr. LP Chan, both are executive Directors of the Company. As the Company is owned as to 75% by C Centrum, which is wholly-owned by Mr. YP Chan, Mr. YP Chan is a Substantial Shareholder of the Company. Accordingly, South Wing is a connected person of the Company and the transactions contemplated under the Purchase Framework Agreement and the Sales Framework Agreement constitute continuing connected transactions of the Company under Chapter 14A of the Listing Rules.

As the proposed annual caps exceed HK\$10,000,000 and the relevant highest applicable percentage ratio exceed 5% but is less than 25%, the transactions contemplated under the Purchase Framework Agreement and the annual caps are subject to the announcement, reporting, annual review, circular (including independent financial advice) and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

In relation to the Sales Framework Agreement, as all the relevant applicable percentage ratios are less than 5% and the proposed annual caps are below HK\$10,000,000, the transactions contemplated under the Sales Framework Agreement and the annual caps are subjected to announcement, reporting and annual review requirements but are exempted from the circular, independent financial advice and Independent Shareholders' approval requirements under Chapter 14A of the Listing Rules.

In relation to the Tenancy Agreement, as all relevant applicable percentage ratios are less than 5% and the annual rent is less than HK\$3,000,000, the transaction under the Tenancy Agreement is fully exempted from announcement, circular, independent financial advice and Independent Shareholders' approval reporting and annual review requirements under Rule 14A.76(1) of Chapter 14A of the Listing Rules.

In accordance with HKFRS 16 "Leases", the Company will recognise a right-of-use asset on its consolidated statement of financial position in connection with the lease of the Premises under the Tenancy Agreement. Accordingly, the lease transaction contemplated under the Tenancy Agreement will be regarded as an acquisition of asset by the Group for the purpose of the Listing Rules.

The Purchase Framework Agreement and the Sales Framework Agreement constitute continuing connected transactions and the Tenancy Agreement constitutes a connected transaction for the Company due to the connection among Mr. YP Chan, Mr. LP Chan, South Wing and Ever Genius. Mr. YP Chan and Mr. LP Chan have abstained from voting on the resolutions passed by the Board to approve the Purchase Framework Agreement, the Sales Framework Agreement, the Tenancy Agreement and the transactions contemplated thereunder.

## INTERNAL CONTROL MEASURES

In order to ensure the terms of individual purchase order pursuant to the Purchase Framework Agreement are on normal commercial terms and fair and reasonable to the Company and the Shareholders and are no less favourable to the Group than to Independent Third Parties, the Group will obtain quotation from not less than two Independent Third Party suppliers for the purchase of machineries with comparable quantities, quality and conditions as to those proposed to be purchased from South Wing, and the prices to be payable by the Group to South Wing under the Purchase Framework Agreement shall be no less favourable to the Group than those offered by the Independent Third Party suppliers.

In order to ensure the terms of individual sales order pursuant to the Sales Framework Agreement are on normal commercial terms and fair and reasonable to the Company and the Shareholders and are no less favourable to the Group than to Independent Third Parties, the Group will make reference to the price of similar products previously supplied by the Group to Independent Third Party customers as well as the quotation from not less than two Independent Third Party suppliers with comparable quantities, quality and conditions, and the prices to be payable by South Wing to the Group under the Sales Framework Agreement shall be no less favourable to the Group than those offered to Independent Third Party customers.

The management of the Company will review the terms of the transactions on a regular basis to ensure that they are on normal commercial terms or better and the finance department will closely monitor the transactions under the Purchase Framework Agreement and the Sales Framework Agreement to ensure that the aggregated transactions amount will not exceed the respective annual caps.

The auditors of the Company and the independent non-executive Directors will conduct annual review on the transactions entered into under the Purchase Framework Agreement and the Sales Framework Agreement in accordance with the Listing Rules.

## EXTRAORDINARY GENERAL MEETING

An EGM will be convened for the purpose of considering, and if thought fit, approving by poll the Purchase Framework Agreement and the proposed annual caps.

Lego Corporate Finance has been appointed as the independent financial adviser to advise the Independent Board Committee and the Independent Shareholders regarding the Purchase Framework Agreement, the proposed annual caps and the transactions contemplated thereunder. An Independent Board Committee, comprising all three of the independent non-executive Directors, has also been formed to advise the Independent Shareholders on whether or not the Purchase Framework Agreement (together with the proposed annual caps) is fair and reasonable, on normal commercial terms and in the ordinary and usual course of business of the Group and in the interest of the Company and the Shareholders as a whole.

A circular containing, among others, (i) further details of the Purchase Framework Agreement and the proposed annual caps; (ii) the letter of advice from Lego Corporate Finance; (iii) the letter of recommendation from the Independent Board Committee; (iv) the

notice of the EGM; and (v) other information as required under the Listing Rules, is expected to be despatched to the Shareholders on or before 22 November 2024 in accordance with the Listing Rules.

As of the date of this announcement, Mr. YP Chan, who indirectly held 600,000,000 Shares (representing 75% of the issued share capital of the Company), C Centrum and their respective associates will abstain from voting on the resolution(s) approving the Purchase Framework Agreement and the adoption of the proposed annual caps at the EGM.

## **DEFINITIONS**

In this announcement, unless the context otherwise requires, the following expressions shall have the following meanings:

"Best Linking" Best Linking Limited, a company incorporated under the

laws of Hong Kong and indirectly wholly-owned by the

Company

"Board" the board of Directors

"BVI" the British Virgin Islands

"C Centrum" C Centrum Holdings Limited, a company incorporated in the

BVI with limited liability on 14 September 2018 and

wholly-owned by Mr. YP Chan

"Company" Best Linking Group Holdings Limited (Stock Code: 9882), a

> company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Main Board of

the Stock Exchange

"connected person(s)" has the meaning ascribed to it under the Listing Rules

"Director(s)" director(s) of the Company

"EGM" An extraordinary general meeting of the Company to be

> held to consider and if thought fit, approve the Purchase Framework Agreement and the proposed annual caps therein

"Effective Date" the date on which the resolutions for approving the Purchase

Framework Agreement and the proposed annual caps by the

Independent Shareholders at the EGM

"Ever Genius" Ever Genius (Asia) Limited (永捷(亞洲)有限公司), a company

> incorporated under the laws of Hong Kong and indirectly wholly-owned by Mr. Chan Wing Tin, father of Mr. YP

Chan and Mr. LP Chan

"GEM" GEM operated by the Stock Exchange

"Group" the Company and its subsidiaries "HK\$"

Hong Kong dollar(s), the lawful currency of Hong Kong

"Hong Kong"

the Hong Kong Special Administrative Region of the People's Republic of China

"Independent Board Committee"

an independent committee of the Board comprising all independent non-executive directors, established to advise the Independent Shareholders in respect of the Purchase Framework Agreement and the annual caps therein

"Independent Shareholders"

Shareholders who are independent of Mr. YP Chan, Mr. LP Chan, C Centrum and their respective associates

"Independent Third Party(ies)"

any person or company and its ultimate beneficial owners who, as far as the Directors are aware after having made all reasonable enquiries, are third parties and independent of the Company and its connected person

"Lego Corporate Finance"

Lego Corporate Finance Limited, a corporation licensed to carry out Type 6 (advising on corporate finance) regulated activity under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong), being the independent financial adviser appointed by the Board to advise the Independent Board Committee and the Independent Shareholders on the Purchase Framework Agreement and the transactions contemplated thereunder

"Listing Rules"

the Rules Governing the Listing of Securities on the Stock Exchange

"Mr. YP Chan"

Mr. Chan Yuk Pan, an executive Director and the controlling Shareholder of the Company, elder brother of Mr. LP Chan

"Mr. LP Chan"

Mr. Chan Lung Pan, an executive Director, younger brother of Mr. YP Chan

"percentage ratio"

has the meaning ascribed to it under Chapter 14 of the Listing Rules

"PRC"

The People's Republic of China, which for the purpose of this announcement, excludes Hong Kong, the Macau Special Administration of the People's Republic of China and Taiwan "Premises"

ALL THOSE pieces or parcels of land known as (i) Section A of Lot No. 1161 in D.D.130; (ii) The Remaining Portion of Lot No. 1161 in D.D.130; (iii) Section A of Lot No. 1164 in D.D.130; (iv) Section C of Lot No. 1164 in D.D.130; (v) The Remaining Portion of Lot No. 1164 in D.D.130; (vi) The Remaining Portion of Lot No. 1165 in D.D.130; (vii) Section A of Lot No. 1175 in D.D.130; (viii) Section B of Lot No. 1175 in D.D.130; (ix) Section D of Lot No. 1175 in D.D.130; (x) Section G of Lot No. 1175 in D.D.130; and (xii) The Remaining Portion of Lot No. 1175 in D.D.130, in Tuen Mun, New Territories, Hong Kong, with a total gross site area of approximately 2,400 sq.m.

"Purchase Framework Agreement"

the framework agreement dated 1 November 2024 entered into between Best Linking and South Wing, the details of which are set out in this announcement

"Sales Framework Agreement"

"South Wing"

the framework agreement dated 1 November 2024 entered into between Best Linking and South Wing, the details of which are set out in this announcement

"Share(s) the share(s) of the Company

"Shareholder(s)" Holder(s) of the Share(s)

South Wing Machinery Company Limited (南榮機械有限公司), a company incorporated under the laws of Hong Kong and indirectly wholly-owned by Mr. Chan Wing Tin, father

of Mr. YP Chan and Mr. LP Chan

"Stock Exchange" The Stock Exchange of Hong Kong Limited

"Substantial Shareholder" has the meaning ascribed to it under the Listing Rules

"Tenancy Agreement" the tenancy agreement dated 1 November 2024 and entered

into between Best Linking and Ever Genius in relation to

the Premises

"sq.m." Square metres

"%" per cent

By order of the Board

Best Linking Group Holdings Limited

Chan Yuk Pan

Chairman

Hong Kong, 1 November 2024

As at the date of this announcement, the executive Directors are Mr. Chan Yuk Pan and Mr. Chan Lung Pan; and the independent non-executive Directors are Mr. Chan Wan Tsun Adrian Alan, Ms. Tsang Hau Lam and Ms. Tam Ho Ting.