

RICHFIELD INTERNATIONAL LIMITED

ACN 103 306 403

10 September 2014

RICH0C1VASX216

Company Announcements Officer
ASX Limited
Exchange Centre
Level 4, 20 Bridge Street
SYDNEY NSW 2000

Additional Documentation to Support Form 605

Richfield International Limited (**the Company**) refers to the 22,500,000 Share transfer from Ms Poh Choo Lim to Grand Orient Capital Co., Ltd and Sinotrans Investment Co., Ltd.

Notification of this transaction was first advised in April 2013 with the release of an Appendix 3Y for Ms Lim and then subsequently followed up with the release of the Form 605 – Notice of ceasing to be a substantial holder on 3 October 2013.

At the time of lodgement of the Form 605, the documentation in support of the change in Ms Lim's relevant interest was not available. After due enquiry by the ASIC the supporting Share Sale Agreements between Ms Poh and Grand Orient Capital Co., Ltd and Sinotrans Investment Co., Ltd have now been made available.

Attached to this Announcement is a copy of the respective Share Sale Agreements.



Eryn Kestel
Company Secretary

This Contract of Sale is made on the 03 day of April 2013

Between:

1. POH CHOO LIM
of 29 Golden Rise, Singapore 554634
("the Vendor")

SINOTRANS INVESTMENT CO., LTD
of Building 507, AMK Avenue 8, Singapore 560507
("the Purchaser")

Recitals

- A. The Purchaser wishes to accept and the Vendor has agreed to transfer certain Shares in Richfield International Limited, on the terms set out in this Agreement.
- B. Immediately following completion of the transfer, the Purchaser will be the legal and beneficial holder with a voting power of 17.48% in Richfield International Limited.

The parties agree

1. Definitions and Interpretations

- 1.1** In this Agreement, unless the context or subject matter otherwise requires:
 - 1.1.1** "Agreement" means this agreement;
 - 1.1.2** "ASX" mean the Australian Securities Exchange Limited (ACN 008 624 691);
 - 1.1.3** "Business Day" means a day (other than a Saturday or Sunday) which foreign exchange banks are open in China and Singapore for business;
 - 1.1.4** "Company" means Richfield International Limited (ACN 103 306 403);
 - 1.1.5** "Completion" means performance of the acts to be performed on the Completion Date as set out in this Agreement;

- 1.1.6 **“Completion Date”** means the Business Day agreed by the Parties in writing;
- 1.1.7 **“Consideration”** is 16.5 cents per Share as agreed between the Purchaser and Vendor paid directly by the Purchaser to a Chinese Asset Management Fund representing part of the financial needs for the purposes of an investment in a project in provincial China by the Vendor;
- 1.1.8 **“Effective Date”** means from the date that this Agreement is executed by the Parties;
- 1.1.9 **“Party”** means either the Vendor or the Purchaser **“Parties”** means both of them;
- 1.1.10 **“Purchaser”** means Sinotrans Investment Co., Ltd;
- 1.1.11 **“Shares”** means 11,000,000 fully paid Ordinary Shares in Richfield International Limited (ACN 103 306 403);
- 1.1.12 **“Vendor”** means Poh Choo Lim
- 1.2 Words importing the singular shall include the plural and vice versa.
- 1.3 Reference to the masculine gender includes the feminine gender and vice versa, and reference to the neuter gender includes masculine and feminine and vice versa.
- 1.4 A reference to clause shall be a reference to clause of this Agreement.
- 1.5 A reference to writing includes printing, typing, lithography and other modes of reproducing words in a permanent visible form, provided it is in the English language, and reference to “written” has a corresponding meaning.
- 1.6 The clause headings are inserted for ease of reference only, and so not in any way form part of this Agreement, and shall not in any way affect the construction of this Agreement.

2. Sale and Purchase

- 2.1 The Vendor is the registered holder and beneficial owner of the Shares in Richfield International Limited, a publically listed company on the Australian Securities Exchange, being 17.48% of the issued capital of the Company and all of the Shares are to be transferred by the Vendor to the Purchaser.
- 2.2 For the consideration set out in Clause 3, the Vendor hereby agrees to assign and transfer the Shares and the Purchaser respectively

hereby agrees to purchase and accept from the Vendor the Shares on the terms and conditions of this Agreement and any other terms and conditions agreed in writing between the Parties.

- 2.3** The sale and purchase of the Shares will be effective on the Completion Date and payment for the Shares shall be as set out in Clause 3.

3. Consideration and Payment

- 3.1** The Consideration for the sale and purchase of the Shares has been agreed verbally between the Parties and is payable directly by the Purchaser to a Chinese Asset Management Fund as nominated by the Vendor on the date of this Agreement (or such other date as agreed in writing between the Parties) and upon the terms agreed verbally between the Vendor and the Purchaser.
- 3.2** The Purchaser must pay, and is responsible for, the stamp duty payable on this Agreement.

4. Procedure of Completion

Completion will take place on the Completion Date at the office of the Purchaser, or such other place as the Parties may agree in writing.

5. Warranties

- 5.1** The Vendor hereby irrevocably represents and warrants to the Purchaser that the Shares will be transferred free from any mortgage, charge, lien, pledge or other encumbrance and with all rights, including dividend rights, attached or accruing to them on and from Completion.
- 5.2** The Purchaser agrees and acknowledges that, other than as set out in Clause 5.1, no warranties or representations are made or given by the Vendor with respect to the Shares or the Company.

6. Default

If the Purchaser defaults in making payment under Clause 3, the Vendor will not be required to sign the transfer documents until the payment is made. The Vendor may also serve notice in writing on the Purchaser requiring the payment to be made in fourteen (14) days, and if payment is not then made by the expiration of fourteen (14) days, then the Vendor may rescind and

terminate this Agreement by notice in writing to the Purchaser. The Purchaser shall have no further claim or interest in the Shares. The Purchaser shall remain liable to pay any amounts and to perform any obligations accrued up to the date of termination.

7. Amendments

This Agreement may not be amended, modified, altered or supplemented except by means of a written agreement or other instrument on behalf of each of the parties.

8. Assignment

Except as otherwise permitted hereunder, no party may assign its interest under this Agreement without the prior written consent of the other party.

9. Governing Law

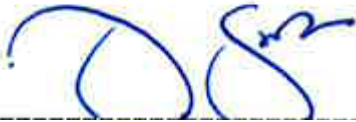
This Agreement shall be constructed in accordance with, and governed in all respects by, the non-exclusive laws of the People's Republic of China (PRC) and each party irrevocable submits to the non-exclusive jurisdiction of the relevant courts of the People's Republic of China.

10. Performance

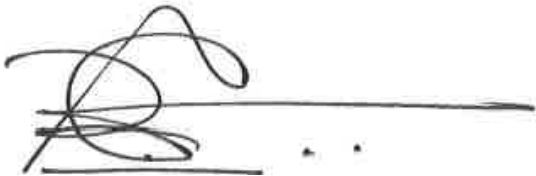
Time shall in all cases and in every respect be deemed to be of the essence of this Agreement.

11. Entire Agreement

The agreement represents the entire agreement and understanding of the parties in relation to the matters with which it deals, notwithstanding any negotiations, discussions, communications (in writing or otherwise) or representations made or held prior to or following execution. The parties acknowledge that they have not been induced to enter into this Agreement by any written or verbal representation warranty or term by the other or by any person on behalf of that other, other than as expressly set out in the agreement.

Executed as an agreement:Executed by **POH CHOO LIM**

Signature

Witnessed in the presence of **Chak
Chew Tan**Executed by **SINOTRANS**)
INVESTMENT CO., LTD by the non-)
exclusive laws of the People's Republic)
of China:)Authorized Signatory
Sinotrans Investment Co., Ltd.

POH CHOO LIM
("the Vendor")

and

SINOTRANS INVESTMENT CO., LTD
("the Purchaser")

SHARE SALE AND PURCHASE AGREEMENT

This Contract of Sale is made on the 03 day of April 2013

Between:

- 1. POH CHOO LIM**
of 29 Golden Rise, Singapore 554634
("the Vendor")

GRAND ORIENT CAPITAL CO., LTD
of 111 S.K.V. Building, 6th Floor, Sio Saensabai Sukhumit, 36 Road
Klongton Klongtoey, Bangkok, 10110 Thailand
("the Purchaser")

Recitals

- A. The Purchaser wishes to accept and the Vendor has agreed to transfer certain Shares in Richfield International Limited, on the terms set out in this Agreement.
- B. Immediately following completion of the transfer, the Purchaser will be the legal and beneficial holder with a voting power of 18.28% in Richfield International Limited.

The parties agree

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- 2.2** For the consideration set out in Clause 3, the Vendor hereby agrees to assign and transfer the Shares and the Purchaser respectively

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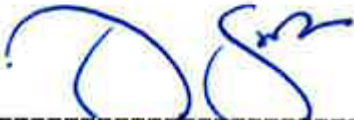
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10. Performance

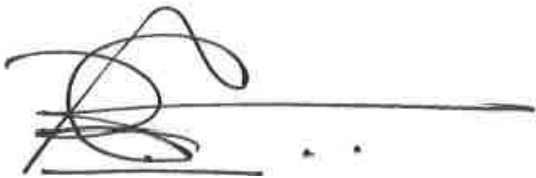
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Executed as an agreement:Executed by **POH CHOO LIM**

Signature

Witnessed in the presence of **Chak
Chew Tan**Executed by **GRAND ORIENT CAPITAL**)
CO., LTD by the laws of the People's)
Republic of China:)

POH CHOO LIM
("the Vendor")

and

GRAND ORIENT CAPITAL CO., LTD
("the Purchaser")

SHARE SALE AND PURCHASE AGREEMENT
