

Your Ref : CB2/SC/16

15 September 2017

The Legislative Council,  
Legislative Council Complex,  
1 Legislative Council Road,  
Central, Hong Kong.

**By Hand**

Attention: Ms Josephine SO  
Clerk to Select Committee

Dear Sirs/Madam

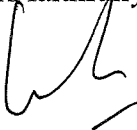
**Re: Select Committee to Inquire into Matters about the UGL Agreement**

Thank you for your letter dated 1 September 2017 requesting for information from me and inviting me to attend the Select Committee.

All information relevant to the so-called major areas of study can be found in or deduced from the various statements and reports already in circulation for some time in the public domain. I append a file containing copies of twelve relevant documents (see index attached).

Please be informed that I shall not attend the Select Committee meetings.

Yours faithfully,



Leung Chun Ying

Encl

## INDEX

### First Category: Articles published by The Sydney Morning Herald and UGL

<b>Doc No.</b>	<b>Document</b>	<b>Date</b>
1.	“CY Leung: UGL Q&A” published by The Sydney Morning Herald	8.10.2014
2.	UGL’s Media Release	9.10.2014
3.	“Executives quit despite CY Leung's secret multi-million dollar deal” published by The Sydney Morning Herald	15.10.2014
4.	UGL’s Media Release	14.10.2014

### Second Category: Verbatim Reports of Legislative Council proceedings (extracts)

<b>Doc No.</b>	<b>Document</b>	<b>Date</b>
5.	Statements made by Mrs Carrie Lam, GBM, GBS, JP, Chief Secretary of HKSAR	29.10.2014
6.	Statements made by Mrs Carrie Lam, GBM, GBS, JP, Chief Secretary of HKSAR	5.11.2014
7.	Statements made by Mr Matthew Cheung, GBS, JP, Acting Chief Secretary of HKSAR	6.11.2014
8.	Statements made by Mrs Carrie Lam, GBM, GBS, JP, Chief Secretary of HKSAR	20.11.2014
9.	Statements made by Mrs Carrie Lam, GBM, GBS, JP, Chief Secretary of HKSAR	21.11.2014
10.	Statements made by Mr Matthew Cheung, GBS, JP, Chief Secretary of HKSAR	5.7.2017

**Third Category: Letter and Statement issued by Sit, Fung, Kwong & Shum (“SFKS”)**

<b>Doc No.</b>	<b>Document</b>	<b>Date</b>
11.	Letter by SFKS	26.9.2016
12.	Statement by SFKS	30.9.2016

# The Sydney Morning Herald

Print this article |  Close this window

## CY Leung: UGL Q&A

John Garnaut

Published: October 8, 2014 - 9:26PM

- [Hong Kong chief executive CY Leung faces questions over secret \\$7m payout from Australian firm](#)
- [CY Leung deal timeline](#)
- [CY Leung statement](#)
- [The letter from Leupen to C.Y. Leung](#)

*UGL Q&A with Fairfax Media*

**1. Was the board and remuneration committee of UGL fully informed of the arrangement to pay 4 million pounds to CY Leung?**

Yes.

**2. Was it disclosed in any public document anywhere? Why not? How was it accounted for?**

No. It was a confidential commercial arrangement, which is standard business practice for such non-poach, non-compete regimes.

UGL negotiated a reduction in the initial purchase price to allow for the payment to CY Leung. This was a matter for the seller, as it was a necessary payment for the protection of the value of the business. The acquisition would not have proceeded if this value was not protected and assured.

The arrangement was a standard non-poach, non-compete arrangement. It was entered solely to ensure CY Leung did not move to a competitor or set up or promote any business in competition with DTZ, or poach any people from DTZ, and hence to ensure the business retained its value after UGL acquisition.

It is standard business practice to pay for such undertakings, as you are requiring the individual to take on obligations and to forgo future opportunities.

**3. Given that CY Leung was explicitly running for office at the time how could UGL have neglected to insert a clause that invalidated the agreement if he did secure office?**

If CY Leung returned to UGL's employment, the arrangement was invalidated, as there was then no issue with competition or poaching. At the time of the negotiations, media coverage suggested that other candidates were favoured to be elected, so the possibility of CY Leung securing office was not the focus of UGL's negotiations.

The agreement ensured both non-compete and non-poach arrangements, to ensure key personnel remained with DTZ post the acquisition, as demonstrated by the fact that payment was subject to satisfaction of these provisions (including a proportional reduction for each senior manager that left DTZ's employment during the term of the agreement).

**4. What did DTZ management and board know about the deal with CY Leung?**

DTZ Holdings plc senior management was fully aware of, and involved in, the negotiation of the arrangements with CY Leung, to protect the value of DTZ's China and HK business by preventing competition and poaching, to ensure that the acquisition could proceed. UGL is not privy to, and was not made aware of, any other prior arrangements.

**5. There is no documentation that we can find that confirms that banker RBS and DTZ administrators, Ernst & Young, were aware of the CY Leung deal. Please confirm what they knew and how they knew?**

RBS and their advisers were aware of the arrangements and RBS agreed to the resulting reduction in the purchase price of DTZ Holdings plc, to offset the payment to CY Leung. It was recognised that the payment to CY Leung was necessary to ensure that he did not set up nor promote any business in competition with DTZ, or poach any people from DTZ, to ensure the business retained its value. Without this protection in place UGL would not have proceeded with the acquisition.

**6. What arrangements were made with administrators and relevant company directors to ensure the payments to CY Leung did not break the UK Insolvency Act or relevant UK corporate laws?**

UGL was not a party to discussions with the administrators. All communications were with DTZ Holdings plc management, RBS and their advisers.

**7. Were the directors of DTZ informed and did they approve the deal?**

We cannot speak for all of the directors of DTZ Holdings plc at the time; however, DTZ Holdings plc board representatives, management, financiers and advisers were all involved with and aware of these discussions.

*This story was found at: <http://www.smh.com.au/business/world-business/cy-leung-ugl-qa-20141008-10rwp8.html>*

# ASX/Media Release



09 October 2014

## Response to media speculation

**Sydney:** UGL Limited (ASX: UGL) notes an article published in Fairfax Media outlets on 9 October 2014 regarding a payment made to Mr CY Leung in relation to non-compete, non-poach and DTZ senior management retention provisions. Mr Leung was the founder of our DTZ China and Hong Kong business and subsequently went on to become the Chief Executive of Hong Kong.

The article erroneously makes reference to 'secret payments'. This is a baseless and misleading reference as the arrangements were made with Mr Leung, then a private individual, on commercial terms and with full knowledge of the vendor, in keeping with standard businesses practice for non-compete and non-poach agreements.

Such agreements are common confidential commercial arrangements when a business is being acquired. The only difference here being Mr Leung went on nearly six months later to become the Chief Executive of Hong Kong.

UGL was under no obligation, legal or otherwise, to disclose the agreement. It should be noted that at the time of entering in the agreement, Mr Leung was not an elected official of Hong Kong, and UGL had no reason to expect that his campaign for Chief Executive of Hong Kong would be successful. In any event the same commercial protections for UGL and DTZ were necessary.

Mr Leung was previously Chief Executive Officer of DTZ Holdings plc's North Asia business and he was the founder of the business that preceded the creation of DTZ North Asia. He resigned from DTZ Holdings plc on 24 November 2011. UGL acquired the subsidiaries of DTZ Holdings plc out of voluntary administration in December 2011, for over 70 million British Pounds.

UGL entered into an agreement with Mr Leung to protect UGL's commercial interests in North Asia by preventing him from competing with DTZ or employing DTZ staff for two years following UGL's acquisition of the subsidiaries of DTZ Holdings plc. Payments were staggered over this period to ensure these non-compete and non-poach obligations were met and the agreement provided mechanisms to reduce these payments if key individuals left DTZ over this period. UGL specifically did not want Mr Leung working with a competitor nor establishing or assisting in the establishment of a business competing directly with DTZ. UGL required of the vendor that appropriate non-compete and non-poach protections be put in place if UGL was to proceed to acquire the subsidiaries of DTZ Holdings plc.

The agreement also protected UGL's right to operate in the region by ensuring existing licencing arrangements held by Mr Leung were maintained and transferred to UGL. Again the agreement was in accordance with normal market practices and terms.

[www.ugllimited.com](http://www.ugllimited.com)

Page 1 of 2

About UGL Limited ABN 85 009 180 287

UGL Limited (ASX: UGL) is a global diversified services company delivering critical assets and essential services that sustain and enhance the environment in which we live. UGL comprises two business units - DTZ and Engineering - which provide whole of life cycle solutions to clients across the property, power, water, rail, resources, transport & technology systems and defence sectors. Headquartered in Sydney, Australia, UGL operates worldwide across 52 countries employing 53,000 people, including 23,000 subcontractors.

The vendor, the Royal Bank of Scotland, and their advisors were fully aware of UGL's intention to enter into an arrangement with Mr Leung and DTZ Holdings plc played a significant role in initiating and negotiating those terms with Mr Leung.

As part of these negotiations and with the full agreement of the vendor team, the amount to be paid by UGL to acquire the subsidiaries of DTZ Holdings plc was reduced to allow for the payments to Mr Leung. This had no impact on the other creditors and shareholders of DTZ Holdings plc, as the full benefit of the purchase price, both before and after the payment reduction, flowed to the Royal Bank of Scotland and no other party.

Given the negotiations of these terms with the full involvement of the vendor, it is clear that other parties besides UGL and Mr Leung were aware of and understood the need for and the value of these non-compete and non-poach terms, as did all the advisory teams on the sale. UGL's own advisory teams were also across the detail of, and need for, these protective measures to ensure the value of UGL's investment was protected.

The agreement concluded nearly a year ago. During the two year period between 2011 and 2013 and subsequent, UGL did not request Mr Leung to undertake any task whatsoever on our behalf, nor did Mr Leung offer to perform any tasks. Our only concern was to see the non-poach and non-compete enforced and the value of the acquisition protected, which it was.

Inferring that the payments were a "secret" arrangement from which UGL derived some inappropriate benefit or favour is both baseless and misleading.

UGL maintains a reputation for honesty and integrity and takes any allegations of misleading conduct very seriously.

**ENDS**

**FOR FURTHER INFORMATION CONTACT:**

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# The Sydney Morning Herald

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## Executives quit despite CY Leung's secret multi-million dollar deal

John Garnaut, Richard Baker and Nick McKenzie

Published: October 15, 2014 - 7:10AM

Two of the three top managers in the DTZ property services empire left the business just weeks after the man who built it, Hong Kong's Chief Executive, CY Leung, signed a £4 million agreement promising to retain their services.

Mr Leung signed his lucrative side-agreement with the Australian firm that bought his insolvent business, UGL, late in 2011 when he launched his successful run for Chief Executive.

Fairfax Media's revelations about the agreement has attracted blanket coverage in Hong Kong, where Mr Leung was already under pressure from pro-democracy protesters to resign.

The contract says a portion of Mr Leung's payments were to be reduced by 5 per cent for each nominated manager who left UGL and joined a competing business.

The second and third names on the 20-person list are managers David Watt and Alan Wong, according to a previously unseen schedule.

Mr Watt and Mr Wong were so valuable to the business that Mr Leung gave them special mentions when he announced that he would leave the company and run for office.

"In ... David Watt and Alan Wong, DTZ's operations in the Asia Pacific region have an exceptional executive management team and I have every confidence that they will continue to lead the business to further success," said Mr Leung in November 2011, while also highlighting a third manager, Edmund Cheung, who stayed with the business.

Fairfax can now confirm that Mr Leung received his £4 million pay-out in full, according to sources familiar with the arrangement.

The payments were made in two equal instalments in December 2012 and 2013, after Mr Leung had become the city's top official, and no discounts were applied even though Mr Watt and Mr Wong left DTZ to join competing businesses.

A spokesman for UGL yesterday said it would not seek recovery of payments made to Mr Leung because the two managers were made redundant under a special global restructure program, which vitiated the discount clause.

The company did not say how Mr Watt and Mr Wong had gone from being seen as vital to redundant in a matter of weeks.

Other documents seen by Fairfax, however, paint a more complete picture of how the side-deal was put in place. Those documents show the agreement was negotiated in full knowledge of all key parties, despite previous statements to the contrary.

It is clear from emails sent in the weeks leading up to the December 2, 2011 agreement that the terms that Mr Leung secured from UGL were substantially the same as he had negotiated but not completed under the previous management, DTZ.

Those parties include the primary creditor and vendor in the sale of DTZ, the Royal Bank of Scotland, and the administrators, Ernst & Young, and also the DTZ chairman, Tim Melville-Ross. The emails appear to show Mr Melville-Ross was leading negotiations with Mr Leung.



"You will gather from my earlier email that I am 'on the case' with CY, and making progress," said Mr Melville-Ross in an email to UGL's chief executive, Richard Leupen, dated November 20, 2011.

Earlier, however, Mr Melville-Ross had told Fairfax that he had been unaware of the arrangements.

And a spokeswoman for RBS, Linda Harper, had told Hong Kong media: "I can confirm that RBS was not party to these negotiations nor were we aware of the amount or terms of the agreement".

While those parties did not see the final agreement, the emails appear to contradict their earlier statements that suggested they had been left in the dark.

*This story was found at: <http://www.smh.com.au/business/world-business/executives-quit-despite-cy-leungs-secret-multimillion-dollar-deal-20141014-1161vi.html>*

# Media Release

14 October 2014

## Response to media speculation – CY Leung

UGL Limited notes an article published in The Australian Financial Review today titled: “UGL’s £4m offer same day as counter bid”.

The title of the article incorrectly states that an offer was made to Mr CY Leung on the same day that the vendors of DTZ Holdings plc received a counter offer for the business that was ultimately acquired by UGL Limited. **This is misleading and incorrect.** A non-compete and non-poach proposal was made to CY Leung some three weeks prior to this date, not on the day that the vendors supposedly received a rival offer.

UGL also confirms that it had no knowledge of rival offers for DTZ Holdings plc and the negotiations of such offers were the responsibility of the vendors of DTZ Holdings plc and their advisors, not UGL Limited.

UGL reconfirms that the vendor of DTZ Holdings plc, the Royal Bank of Scotland, and their advisors played a significant role in initiating and negotiating terms with Mr Leung prior to the ultimate sale of DTZ Holdings plc to UGL Limited.

ENDS

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立法會 — 2014年10月29日

12

LEGISLATIVE COUNCIL — 29 October 2014

## 議員質詢的口頭答覆

### ORAL ANSWERS TO QUESTIONS

主席：質詢。第一項質詢。

#### 行政長官及行政會議成員的利益申報

#### Declaration of Interests by Chief Executive and Members of Executive Council

1. 何俊仁議員：主席，現任行政長官在2011年11月24日宣布辭去戴德梁行的職務，參選行政長官。最近有澳洲媒體報道，行政長官在同年12月離職生效前數天，與當時正計劃收購該公司的UGL Limited(“UGL”)簽訂協議，承諾在收購完成後的兩年內不會向戴德梁行挖角或與之競爭，以及為UGL擔任仲裁人及顧問。行政長官於2012年12月及2013年12月(即在他於2012年7月1日就任後)，分兩期按上述協議收取了400萬英鎊的報酬。此外，有報道指出，行政長官現時仍持有戴德梁行日本分公司DTZ Japan的股份，而該公司的一個重要客戶的大股東亦是一間本港電視台的主要股東。有市民因此質疑行政長官在本地免費電視服務牌照(“免費電視牌照”)的審批事宜，有否利益衝突。就此，政府可否告知本會：

- (一) 按照現行根據《基本法》第四十七條訂立的行政長官申報利益機制，行政長官須否於就任時向終審法院首席法官申報，他按私人協議可獲但尚未收取的報酬；若須申報，過去兩年內的該類申報的有關日期及內容為何；若無須申報，原因為何；
- (二) 在現行的行政會議成員利益申報制度下，行政長官作為行政會議的主席須否在上任之初及其後每年，申報按私人協議收取的報酬；若須申報，過去兩年的該類申報的日期及內容為何；若無須申報，原因為何；及
- (三) 過去兩年，在審議3份免費電視牌照申請期間，有否任何行政會議成員(包括主席)的申報涉及該項議題的個人利益；若有，詳情為何，以及有關成員有否因此而避席？

政務司司長：主席，就何俊仁議員的提問，經諮詢行政長官辦公室後，我現在回覆如下。

梁振英先生參選行政長官前曾擔任戴德梁行亞太區主席。他在2011年11月24日宣布辭去戴德梁行的職務，當時UGL正向戴德梁行進行收購，因應梁先生辭職，UGL與他於同年12月2日簽訂離職協議，視乎戴德梁行在梁振英先生離任後兩年主要職員的留任情況，分兩年向他支付款項，同時並承擔戴德梁行與梁先生已商定卻尚未支付的花紅。正如UGL指出，該協議純粹是他們與梁先生作出不作競爭協議，以確保梁先生離職後不會接受其他競爭對手的聘任、另立公司與UGL競爭，以及不向戴德梁行挖角，從而確保戴德梁行被收購後的商業價值不受損害。此協議是一項不公開的商業安排，屬商業慣例。

從上述可見，有關的協議及款項源於梁先生辭去戴德梁行職務，而非由於他日後會提供任何服務。現行的行政會議成員利益申報制度，並無要求就上述離職協議作出申報，更何況梁先生辭去戴德梁行職務及與UGL訂立離職協議，皆早於他當選行政長官，而他當時也已辭任行政會議成員。

在離職協議簽訂後，梁先生從沒向UGL提供任何服務，UGL亦已公開發表聲明確認這一點。

就何議員的具體提問，我現逐一回覆如下：

- (一) 根據《基本法》第四十七條，行政長官就任時應向香港特別行政區終審法院首席法官申報財產，記錄在案。行政長官就任時已按照《基本法》規定向終審法院首席法官作出申報。《基本法》並無具體界定何謂財產。有關申報屬機密性質。
- (二) 行政長官是行政會議主席，遵守適用於行政會議成員的利益申報制度，包括定期申報利益的規定。行政長官每年會就須登記的利益作出申報，供公眾查閱，並每年就財務利益作出保密申報，由行政會議秘書保存。如行政會議成員一樣，倘若所申報的利益有變更，行政長官會按照制度作出通知。

就議員問及的款項，正如我剛才所述，現行的行政會議成員利益申報制度，並無要求作出申報，更何況梁先生辭去戴德梁行職務及與UGL訂立離職協議，皆早於他當選行政長官，而他當時也已辭任行政會議成員。

至於行政長官持有DTZ股份事宜，行政長官已將所有DTZ Holdings Plc及附屬公司股權，以信託形式持有。該信託由一名執業會計師作為信託人。行政長官已根據行政會議的利益申報制度申報有關利益，有關的申報亦已上載行政會議的網站。

(三) 按照行政會議的保密原則，政府素來不會披露行政會議的討論內容，以及相關的利益申報。然而，我們希望指出，政府設有有效的機制，檢視行政長官及其他行政會議成員在處理行政會議事項上，是否有潛在的利益衝突，包括：

- (i) 向行政會議提交討論事項的有關政策局或部門和行政會議秘書，會審慎檢視行政長官和行政會議成員會在有關事項中有利益；及
- (ii) 如所得資料顯示行政長官或行政會議成員在有關事項中可能有須退席或須申報的利益，行政會議秘書處會在有關的行政會議召開前，提醒行政長官留意，並由行政長官考慮是否須在會議上申報及如何處理有關事項的討論。

**何俊仁議員：**主席，司長在主體答覆指特首與UGL所簽訂的，是一份離職協議，並在就任前已經簽訂，之後亦沒有提供任何服務。然而，他沒有向行政會議申報和公開這份離職協議；至於他有否提供服務，其實亦無從監察。不過，我相信司長亦同意一個鐵一般的事實，就是觀乎這份協議的文本，它是繼續有效的。根據協議，特首在協議生效期間需要繼續提供顧問或轉介人(referee)等服務，即使撇開他不能批評或阻撓UGL收購戴德梁行這件事，他在協議上的責任仍然持續。

司長，按你所理解行政會議相關守則的精神，行政會議的成員，尤其是特首作為行政會議的主席，應否“一身侍二主”，在出任行政會議成員期間帶着仍要履行的合約責任？如果不應該，他是否應該一早

取消或終止合約，並表明再無此責任。如果他說不能取消合約，是否因為他之後才收取到的400萬英鎊，是與其合約表現有關？若非如此，他為何不能終止他須承擔的相關責任？

**政務司司長：**主席，我可以對何議員提問中的兩方面，作出回應。第一，正如何議員指出，在離職協議中有一項關於“Additional Commitments”的條款，當中提到——由於協議是英文本，所以我讀出原文——即梁先生同意“provide such assistance in the promotion of the UGL Group and the DTZ Group as UGL may reasonably require, including but not limited to acting as a referee and adviser from time to time”。但是，我請各位議員留意，梁先生在簽訂離職協議時，特別在這項條款中註明：只會在不構成任何利益衝突的情況下——原文是：“provided that such assistance does not create any conflict of interest”——才會提供上述協助。

由於梁先生在2012年3月當選行政長官，因此他不會亦不應該向UGL提供有關的協助，事實亦正是如此。在上述協議簽訂後，一如UGL的聲明指出，梁先生從沒有向UGL提供任何服務。所以，在這情況下，梁先生認為沒有必要取消這份協議。

第二，關於何議員提到行政會議成員作出申報的情況，行政會議有一套非常嚴謹並行之有效的制度，訂明每位行政會議成員，包括行政會議主席，在個人利益方面需要作出登記和申報的事項。現時訂明要申報的利益，只包括受薪董事職位；受薪工作、職位、行業、專業等；擁有的土地及物業，諸如此類，我就不逐一讀出。所以，每位行政會議成員都應該按照這些明文規定作出申報。

**何俊仁議員：**主席，司長並沒有回答最重要的核心問題，即特首作為行政會議主席，應否帶着商業合約的責任來擔任特首和行政會議的工作？這個責任便是合約中提到擔任顧問和referee，他應否這樣做？我的重點不是他實際上怎樣履行該責任。

**主席：**司長已在剛才回應的第一部分回答了何議員這個問題。司長，你有否補充？

**政務司司長：**我只是重申，這項特別條款並不是如何議員所說，行政長官(或梁先生)是要提供這些服務。梁先生已很明確地指出，只會在不構成任何利益衝突的情況之下才提供這些服務。在他當選行政長官後，他明顯覺得不應該、而且亦不會再為該公司提供任何協助或服務，所以他認為沒有必要取消這項協議。

**毛孟靜議員：**主席，對於這份秘密協議，DTZ的董事局及有關的主事銀行，即Royal Bank of Scotland，都表示不知悉、不知情。對公眾而言，觀感上認為梁振英最低限度已違反了商業誠信。

我的補充質詢是，他確實收取了多達400萬英鎊，即5,000萬港元，而根據司長現時的說法，《基本法》第四十七條並沒有明文規定財產的定義，所以這筆多達5,000萬元的額外收入不屬於財產，又或是不需要作出申報，這讓人覺得司長持有雙重標準。當我們討論政改時，《基本法》第四十五條哪一項訂明或界定公民提名……

**主席：**毛議員，請提出你的補充質詢。

**毛孟靜議員：**……是不獲准許的？是沒有的。

**主席：**請直接提出你的補充質詢。

**毛孟靜議員：**司長這個說法，是否等於在詮釋《基本法》方面，就政改和梁振英這次醜聞持有雙重標準？

**政務司司長：**主席，在回答毛議員的補充質詢之前，我有兩點要澄清。

她形容這是一項秘密協議，又認為有些主事機構，即DTZ和Royal Bank of Scotland，並不知悉此事，這兩點都需要澄清。這並非任何秘密協議，而是一項不公開的商業安排，兩者是有明顯分別的。

至於DTZ和Royal Bank of Scotland對這份離職協議是否知悉，UGL已在10月9日發出一份明確聲明，清楚作出說明。我以英文讀出相關內容：“The vendor, the Royal Bank of Scotland, and their advisors were fully aware of UGL’s intention to enter into an arrangement with Mr LEUNG and DTZ Holdings Plc played a significant role in initiating and negotiating those terms with Mr LEUNG.”。

至於毛議員問到，某些資產是否構成財產並需要作出申報，《基本法》第四十七條並沒有這個定義。即使是行政會議成員需要作出申報的利益，對於個人的所謂現金資產，亦是無須申報的，因為我想大家亦明白，整個制度是要在個人私隱和公眾利益兩方面取得平衡。

毛孟靜議員：主席，她沒有回答我的補充質詢，《基本法》哪一條對公民提名作出具體闡釋而訂明為不允許？

主席：毛議員，你提出的問題與主體質詢無關。

毛孟靜議員：主席，不是的，她這樣做是讓人覺得整個政府有雙重標準。

主席：毛議員，你已表達了意見。

郭榮鏗議員：主席，司長剛才的主體答覆第二段提到，梁振英是在2011年11月24日辭任戴德梁行亞太區主席。司長的主體答覆並沒有提到一點，而這點是很重要的，即根據戴德梁行在倫敦交易所發出的公告，清楚說明梁振英是在2012年1月——我重複——2012年1月才正式辭去亞洲區主席一職，原文是：“His resignation as Chairman of DTZ Asia Pacific will take effect at or before the end of January 2012.”。我手上有這份文件，如果司長沒有，我很樂意向她提供。

主席，關鍵在於梁振英簽署這份所謂秘密協議時，仍然是戴德梁行亞太區主席，直至翌年，即2012年1月才正式離任。換言之，當梁



振英簽署這份秘密協議時，他仍然是戴德梁行的員工，仍然受《防止賄賂條例》第9條規管。

主席：請提出你的補充質詢。

郭榮鏗議員：主席，我的補充質詢是，司長可否簡單地回答我，當梁振英先生簽署這份協議時，戴德梁行的董事局是否知情？我希望司長可以簡短地回答我這個問題。

政務司司長：主席，我的簡短答覆，已經在我剛才給毛議員的答覆中讀出。

郭榮鏗議員：主席，司長沒有回答我的補充質詢，我問她，戴德梁行的董事局當時對於梁振英和UGL簽署的秘密協議，是否知情？

主席：司長，可否直接回答這項跟進質詢？

政務司司長：正如我所說，在UGL發出的聲明中已有提及——我剛才已把原文讀出，我重複一次：“The vendor, the Royal Bank of Scotland, and their advisors were fully aware of UGL’s intention to enter into an arrangement with Mr LEUNG and DTZ Holdings Plc played a significant role in initiating and negotiating those terms with Mr LEUNG.”。這裏清楚寫明DTZ Holdings Plc知悉，並且有參與離職協議的商討。

蔣麗芸議員：主席，我覺得這個問題其實十分簡單。司長，據你所知，或有否任何跡象顯示，梁特首在任職特首之前的收入是非法獲得的？我亦希望司長能夠回答，在過去兩年，曾否發現或有否證據顯示，特首除了其正職作為特首外，曾否向其他企業或機構提供收費的顧問服務？

**政務司司長：**主席，我不可能知道有關梁先生的個人財產狀況，我也懷疑梁太太是否完全知悉梁先生的財產狀況。(眾笑)

至於補充質詢的第二部分，自從行政長官在2012年7月1日上任以來，他一直盡忠職守，全程投入香港特別行政區行政長官的工作，這一點是大家有目共睹的。

**胡志偉議員：**主席，根據梁振英和UGL簽訂的協議，若UGL成功收購DTZ，梁振英便可獲得400萬英鎊的報酬，但當戴德梁行賣盤時，它顯然拒絕了另一間比UGL出價多1億英鎊的公司。梁振英作為戴德梁行當時的董事，顯然存在利益衝突，並違反董事的誠信責任。梁振英不僅質疑國企公司有否能力完成該宗國際交易，亦違反了董事須維護股東最大利益的商業誠信責任。

我想問司長，按照公務員銓敘規例的品格檢查，倘若發現受檢公務員違反商業誠信責任，涉嫌將個人利益凌駕於公司的整體利益，有關公務員所觸犯的行為會否被政府接納？

**政務司司長：**首先，出售DTZ的事宜，由DTZ董事局決定。第二，公職人員或公務員當然須受到不同的條例規管，特別是《防止賄賂條例》。但對於某項條例、條款是否適用於某宗個案或某種情況，必須根據事實來判斷。所以，恕我不能在此就胡議員提出的某種情況，從法律方面作出理解、詮釋，甚至應用。

**胡志偉議員：**主席，我只是問司長，倘若公務員在銓敘過程中接受品格檢查時，出現違反商業誠信的情況，政府會否接受？

**主席：**司長，你有否補充？

**政務司司長：**我只能夠補充，我們在品格檢查方面，有一套非常嚴格的制度。

代理主席：政務司司長，請發言。

**政務司司長**：代理主席，毛孟靜議員今天根據《立法會(權力及特權)條例》(“《權力及特權條例》”)動議議案成立專責委員會，調查梁振英先生與UGL Limited (“UGL”)簽訂“離職協議”的相關事宜。毛議員並在她剛才的發言中對行政長官肆意抨擊，無理指控，實在令人遺憾。代理主席，我謹代表特區政府反對這項議案。

就有關的事宜，行政長官辦公室已多次就傳媒查詢，公開地回覆了不少提問和解答。同時，立法會也作多次及充分討論。首先，毛孟靜議員與郭榮鏗議員聯署的議案，在今年10月17日的立法會內務委員會會議，經詳細討論後被否決。在10月29日的立法會會議上，我亦詳盡回應了議員就有關事宜的口頭質詢。其後，何秀蘭議員和梁繼昌議員再次就梁振英先生與UGL簽訂“離職協議”一事，提出按《權力及特權條例》成立專責委員會，調查行政長官是否符合《基本法》第四十七條的規定和有否涉及利益衝突，有關建議在10月31日的立法會內務委員會會議同樣遭到否決。

代理主席，正如我在10月29日按行政長官辦公室提供的資料回應議員質詢時指出，該“離職協議”純粹是UGL與梁先生作出不作競爭的協議，用以確保梁先生離職後不會接受其他競爭對手的聘任、另立公司與UGL競爭，或向戴德梁行有限公司(“戴德梁行”)挖角，從而保障戴德梁行被收購後的商業價值不受損害。此協議是一項不公開的商業安排，屬商業慣例。有關的協議及款項源於梁先生辭去戴德梁行職務，而非由於他日後會提供任何服務。在“離職協議”簽訂後，梁先生從沒向UGL提供任何服務，UGL亦已發表聲明公開確認這一點。

在申報方面，行政長官就任時亦已按照《基本法》第四十七條的要求，向香港特別行政區終審法院首席法官申報財產，並記錄在案。至於現行的行政會議成員利益申報制度，並無要求就上述“離職協議”作出申報，更何況梁先生辭去戴德梁行職務及與UGL訂立“離職協議”，皆早於他當選行政長官，而他當時亦已辭任行政會議成員。

上述都是行政長官就有關事宜的具體陳述，並由我在10月29日在立法會會議上回覆議員質詢時清楚交代過。因此，我看不到有任何理

由，要再次在議會內為這件事糾纏。政府認為立法會無需亦不應成立專責委員會進行調查，因此堅決反對毛孟靜議員提出的議案。

代理主席，在聆聽議員發言後，我會再作回應。多謝代理主席。

**黃定光議員：**代理主席，上月，澳洲傳媒Fairfax Media報道，梁振英在2011年競逐特首期間，與澳洲上市公司UGL達成“秘密協議”，在出售戴德梁行控股公司DTZ業務時，收取400萬英鎊。有關款項於2012年及2013年分兩期支付，其時梁振英已上任特首，卻沒有向特區政府申報。

特首梁振英就此已在電視台訪問中迅速回應，解釋接受有關款項的原因，強調不存在利益衝突。可是，泛民議員仍然窮追猛打，認為他有受賄、瞞稅、未有申報及出賣股東等嫌疑，要求運用《立法會(權力及特權)條例》(“《權力及特權條例》”)調查有關事件。對此，我是反對的，因為泛民議員對梁振英提出的質疑並不成立。我將會根據我的商業認知逐點解釋。

據悉，該協議因應梁振英於2011年11月24日宣布辭去DTZ職務，於同年12月4日生效；而當時UGL正向DTZ進行收購，便與梁振英於同年12月2日簽訂離職協議。這是一份不作競爭協議，以確保梁振英離職後不會接受其他競爭對手的聘任、另立公司與UGL競爭或向DTZ挖角，從而保障DTZ被收購後的商業價值不受損害。故此，UGL視乎DTZ在梁振英離任後兩年主要職員的留任情況，分兩年向他支付款項，同時承擔DTZ與梁振英已商定卻尚未支付的150萬英鎊花紅。日前，梁振英進一步向建制派議員披露收取金額的計算詳情，指當中200萬英鎊為離職酬金，另外200萬英鎊為要求他“不競爭、不挖角”的補償。所以，我認為這項協議是在收購項目下的君子協定，一項“黃金握手”協議，是保密的商業安排及慣例，在收購合併活動中經常出現，目的是要確保被收購資產的價值。而且有關款項源於梁振英辭去DTZ職務，而非由於他日後會提供任何服務的延後報酬。即使合約要求他提供顧問服務及協助推廣業務，但合約上梁振英親手寫明，提供服務的前提是必須不會引起利益衝突，而他當特首後沒有為UGL提供過任何服務，對方亦沒有要求他負責任何工作。因此，我不認為梁振英有利益衝突之嫌。

主席：王議員，發言時限到了。是否有其他議員想發言？

(沒有其他議員表示想發言)

~~主席：如果沒有，我現在請政務司司長發言。~~

政務司司長：主席，政務司司長林鄭月娥昨天聆聽了15位議員的發言，而我剛才亦細心聆聽了另外9位議員的發言。容許我直言，議員建議或支持引用《立法會(權力及特權)條例》(“《權力及特權條例》”)成立專責委員會，調查梁振英先生與UGL之間離職協議的相關事宜，提出的理據實在牽強薄弱。有數位泛民議員更在他們的發言中，對一些顯然已多番澄清的要點，仍蓄意在言語間誤導公眾。因此，在回應這些議員的質疑和指控前，讓我再說一次事情的始末，以釐清事實。

梁先生參選行政長官前曾擔任戴德梁行亞太區主席。他在2011年11月24日宣布辭去該主席職位及其他戴德梁行的職務。當時UGL正向戴德梁行進行收購，因應梁先生辭職，UGL與他於同年12月2日簽訂離職協議，視乎戴德梁行在梁先生離任後兩年主要職員的留任情況，分兩年向他支付款項，並承擔戴德梁行與梁先生已商定但尚未支付的花紅。正如UGL指出，該協議純粹是他們與梁先生作出的不競爭協議，以確保梁先生離職後不會接受其他競爭對手的聘任、另立公司與UGL競爭，或向戴德梁行挖角，從而確保戴德梁行被收購後的商業價值不受損害。此協議是一項不公開的商業安排，屬商業慣例。

從上述可見，有關的協議及款項源於梁先生辭去戴德梁行職務，而非由於他日後會提供任何服務。在離職協議簽訂後，梁先生從沒向UGL提供任何服務，UGL亦已發表聲明公開確認這一點。

在申報方面，現行的行政會議成員利益申報制度並無要求就上述離職協議作出申報，更何況梁先生辭去戴德梁行職務及與UGL訂立離職協議皆早於他當選行政長官，而他當時亦已辭任行政會議成員。

根據《基本法》第四十七條，行政長官就任時應向香港特別行政區終審法院首席法官申報財產，記錄在案。梁先生就任行政長官時，已按照《基本法》規定向終審法院首席法官作出申報。《基本法》並無具體界定何謂“財產”。因此，政務司司長在早前回覆議員口頭質詢時，亦從沒有為“財產”一詞下過任何定義。有關申報屬機密性質。

梁先生就任行政長官後，作為行政會議主席，他已遵守適用於行政會議成員的利益申報制度，包括定期申報利益的規定。行政長官每年會就須登記的利益作出申報，供公眾查閱，並每年就財務利益作出保密申報，由行政會議秘書保存。一如行政會議成員一樣，倘若所申報的利益有變更，行政長官會按照制度作出通知。

我現就支持議案的議員所提出的指控，綜合作出以下回應。

有議員指行政長官上任後仍受惠於與UGL簽訂的協議，並繼續向該公司提供服務，甚至斷言這是瀆職行為。這項指控極為嚴重，而且更是憑空捏造，毫無事實根據。事實是梁先生與UGL於2011年12月2日簽訂的離職協議，純粹是UGL與梁先生作出不競爭協議，視乎戴德梁行在梁先生離任後兩年主要職員的留任情況，分兩年向他支付款項共400萬英鎊，其中200萬英鎊是要求梁先生不競爭，另外200萬英鎊是他不挖角的補償。有關的不競爭及不挖角協議條款現時已經完結。

有議員亦指，梁先生當選行政長官後，應該取消該離職協議，否則即構成利益衝突。我要指出，該協議訂明梁先生只會在不構成任何利益衝突的情況下，才會向UGL提供協助。由於梁先生其後當選行政長官，因此他不會亦不應該向UGL提供有關協助。事實上，一如UGL的聲明指出，梁先生在簽訂協議後從沒向該公司提供任何服務，因此無必要取消協議。

(何俊仁議員站起來)

**何俊仁議員：**我可否請政務司司長在此澄清他的發言？不知道司長是否同意？

**主席：**司長，你是否願意應何俊仁議員的要求作出澄清？

**政務司司長：**他要求澄清哪一部分呢？

**何俊仁議員：**政務司司長一直說梁振英不曾提供服務，但該協議有兩個重點，其一是不作競爭，其二是作為顧問或推介人，就此，司長可能會說他不曾提供服務；但還有第三個重點，便是他不能反對該項收

購，換言之，他不反對或不批評該項收購，也算是提供服務。我想問司長，現實中，他是否不曾反對或批評該項收購，而根據該協議，這是否也算是提供服務呢？

主席：司長，請繼續發言。

政務司司長：主席，我希望繼續我的發言，因為是全盤性的，稍後可以向大家作一個整體性交代。

至於梁先生持有DTZ股份的事宜，他已將所有DTZ Holdings Plc及附屬公司的股權，以信託形式持有。該信託由一名執業會計師作為信託人。行政長官已根據行政會議的利益申報制度申報有關利益，有關申報亦已上載行政會議的網站。

有數位議員引述外國傳媒質疑，有天津國企有意收購戴德梁行，出價比UGL高，但最終戴德梁行卻把業務售予UGL。事實上，出售戴德梁行事宜由該公司董事局決定。梁先生在2011年11月24日宣布辭去該公司董事一職，即時生效。該公司於同年12月決定向UGL出售業務，當時梁先生已非其董事。但是，根據外國傳媒報道，其中一個可能的原因，是戴德梁行董事局認為出價較高的收購建議需時8星期才能完成，而且須獲股東批准，風險較高，因而拒絕了該收購建議。

此外，有議員認定這是一份所謂“秘密合約”，損害了有關公司的小股東利益，因此指梁先生違反誠信，甚至懷疑他違反防賄法例。這些都是極之嚴重的指控，但又缺乏具體證據。正如UGL於其10月9日的聲明指出，我以英文讀出相關內容(我引述)：“The vendor, the Royal Bank of Scotland, and their advisors were fully aware of UGL's intention to enter into an arrangement with Mr LEUNG and DTZ Holdings Plc played a significant role in initiating and negotiating those terms with Mr LEUNG.”(譯文：“賣方，蘇格蘭皇家銀行，及其顧問充分知悉UGL有意與梁先生簽訂協議，而DTZ Holdings Plc在提出並與梁先生商討有關條款期間均擔當重要的角色。”)(引述完畢)

有議員又質疑行政長官有否按相關法例要求，就UGL支付他的款項繳稅。梁振英先生與UGL的協議訂明，UGL會分兩年向他支付款項，並承擔戴德梁行與梁先生所商定而尚未支付的花紅。梁先生去年曾就是否需要將以上款項繳交薪俸稅一事，向執業會計師徵詢意見。其專業意見認為根據香港《稅務條例》的相關規定，薪俸稅只適用於

香港產生或得自香港的職位、受僱工作及退休金入息。因此，梁先生無須就有關款項繳交薪俸稅，至於花紅，則須按照上述規定繳交薪俸稅，梁先生亦已繳付有關課稅。

有數位議員提及行政長官向澳洲記者發律師信一事。我想指出，梁先生一向尊重新聞自由，惟澳洲Fairfax Media Group記者在10月6日向行政長官辦公室發出電郵查詢時指(我以英文引述)：“It appears to us that this is analogous to the transaction that has landed Rafael HUI in court, i.e. it is a bribe in exchange for Mr LEUNG leveraging his official connections.”(譯文：“我們認為此事與導致許仕仁須在法庭應訊的交易相類似，即是說這是一筆賄款，旨在換取梁先生運用其官職關係的影響力。”)鑒於上述指控非常嚴重，必須嚴肅看待，因此梁先生決定將該電郵交給律師處理。

總的來說，梁先生與UGL簽訂的“離職協議”，正如有議員指出，實屬常見的商業安排，以在收購業務過程中保障收購方的利益。有報章評論曾指出，這種“離職協議”是收購合併時最正常不過的條款，沒有才奇怪。再者，協議早於梁先生當選行政長官前訂定，更與梁先生履行公職無關。行政長官亦已遵守了《基本法》和行政會議有關的申報規定，我實在看不到有任何理由引用《權力及特權條例》，委任專責委員會調查有關事項。

主席，立法會對政府及個別官員的意見和批評，只要是基於事實及具建設性，行政長官和政府均會本着務實為民的理念，虛心聆聽，認真考慮。但是，如果僅是穿鑿附會，無限地上綱上線，意圖打擊行政長官以至整個政府的管治威信，則不單浪費立法會寶貴的時間和資源，更有負市民大眾的期望。

現時，香港正面對多項迫切和重要的問題。“佔領運動”仍未完結，事件對社會、民生、經濟、法治都產生了巨大的衝擊和負面影響，而這些影響尚在陸續浮現。另一方面，我們各項土地房屋、老年社會、扶貧助弱、經濟發展，以至環境保育的問題，仍有待解決。我深信，廣大市民希望見到的，是立法會與政府同心合力，緊密合作，解決當前急務，為市民做實事、謀福祉。

在行政長官的領導下，政府一方面致力令“佔領運動”的局面不再惡化下去，讓社會盡快回復正常狀態；另一方面則毫不鬆懈，繼續爭取立法會通過各項有利香港發展的建議，例如上星期三立法會通過的創新及科技局議案，以及正等待財務委員會審批的10多項撥款申請，包括3堆1爐、低收入在職家庭津貼等。行政長官和財政司司長亦已展



開來年施政報告和財政預算案諮詢，廣納意見，籌謀推出更多利民紓困的政策和措施。為此，我懇請發言支持議案的議員以香港整體社會的福祉為依歸，不要再虛耗在這些毫無建設性的事項上，切切實實與政府一同攜手，解決香港的問題。

主席，我謹此陳辭，懇請各位議員反對毛孟靜議員的議案。多謝主席。

~~主席：毛孟靜議員，你現在可以發言答辯。~~

~~毛孟靜議員：主席，我對梁振英選擇繼續“龜縮”表示遺憾，他昨天一整天都躲在一個女人身後。我看見林鄭月娥司長坐在這裏，我從任職記者時期便認識“林太”，她一整天都沒有了往日的歡容——是“歡笑”的“歡”——她愁眉苦臉，很是憂愁，簡直就如出席葬禮一般。我有理由相信，林鄭月娥尚有一絲基本的做人道德概念，因為她要讀稿。到了今天，更找來了張建宗局長負責讀稿，我真的不明白這件事跟張局長有何關係，他亦不會有興趣了解梁振英的私人財產問題。~~

~~林鄭月娥昨天指，對於我肆意抨擊梁振英，以及對他作無理指控，她表示遺憾。怎會是肆意呢？我的用詞中最嚴重的，不過是認為梁振英“既無政治智慧，更無政治誠信”，這絕對是斯文客氣的。她應該到金鐘、旺角、銅鑼灣走一走，相信人民的聲音、說話，要比我說的重十倍、百倍，甚至一千倍。更滑稽的是，林鄭月娥清楚表明，她對特首的私人財產狀況是不知情的。既然她不知情，為何要回答得這麼肯定？她怎知我毫無理據？我現在並不是憑空捏造。即使現在是由局長代替“林太”，“林太”代替特首來回答問題，但張局長剛才所說的竟毫無新意。我不知局長有否留意事情發展，若有，他肯定知道當中沒有一句話是新的，完全的陳腔濫調，但大家卻仍是滿團疑竇。~~

~~主席，你擔任今屆議會主席想必非常辛苦，因為這個議會的質素實在令人嘆為觀止。有些人明顯不知所云，要麼他是不知道自己所說的是甚麼，要麼就是他不相信自己所說的話。蔣麗芸議員竟會將梁振英和黎智英混淆在一起，更說出“梁振英給了毛孟靜議員50萬元”的言論。她究竟知不知道自己在說甚麼？她是思覺失調，還是人格分裂？~~

~~這個議會實在有太多“北京”的傀儡，太多“好處持有人”。是甚麼好處呢？政治好處是一例，或是與中國貿易、有內地利益，這些好處的持有人都在這裏發言。太多人胡言亂語，聲浪更大得隔了數條街道~~

立法會 — 2014年11月20日

158

LEGISLATIVE COUNCIL — 20 November 2014

題，又或是先前辯論時曾提過甚麼內容，而是議員不應再針對上次已辯論、處理和決定了的議案的議題發言。

我現在請政務司司長發言。

(陳偉業議員站起來)

**陳偉業議員**：主席，希望你點算議事堂的法定人數，謝謝。

**主席**：秘書，請響鐘傳召議員返回會議廳。

(在傳召鐘響後，多位議員返回會議廳)

**主席**：政務司司長，請發言。

(多位議員在座位上說話)

**主席**：請議員保持肅靜。

**政務司司長**：主席，何秀蘭議員今天根據《立法會(權力及特權)條例》，動議成立專責委員會調查行政長官有否違反《基本法》第四十七條的規定和有否涉及利益衝突。我再一次代表特區政府反對這項議案。

何議員是次的議案，總的來說，仍是環繞梁振英先生在當選行政長官前與UGL簽訂“離職協議”一事。我必須指出，立法會已多次及充分討論有關事宜。在10月29日的立法會會議上，何俊仁議員就此提出口頭質詢，我作出了詳細的回應。另一方面，毛孟靜議員早前動議引用《立法會(權力及特權)條例》，授權委任一個專責委員會調查有關事宜，該項議案已在10月17日的立法會內務委員會會議，以及立法會11月6日的大會會議，先後被否決。至於何議員現時提出的議案，亦已於10月31日的立法會內務委員會會議遭否決。

由於政府已作多次回應，我不打算在此重複有關事宜的來龍去脈。但是，剛才聽了何議員10多分鐘的發言，我有一種感覺，就是何議員用了相當充分的想像力，或是戴了有色眼鏡般來演繹一份屬於商業安排的協議，並引申出一些沒有理據的指控，或是她所形容的扣連事項。

主席，在這一節開場發言，我只是想重申數項要點。第一，梁先生與UGL簽訂的“離職協議”，純粹是UGL與梁先生作出不競爭協議，確保梁先生離職後不會接受其他競爭對手的聘任、另立公司與UGL競爭，或進行挖角，從而保障UGL作為收購方的利益。正如有議員兩星期前在立法會辯論時指出，這實屬常見的商業安排。

第二，UGL在10月9日的聲明清楚指出，DTZ Holdings plc和the Royal Bank of Scotland均知悉該份“離職協議”，這絕非甚麼“秘密合約”，更不涉及甚麼“秘密付款”。

第三，簽訂“離職協議”後，梁先生從來沒有向UGL提供任何服務，UGL亦已發表聲明公開確認這一點。第四，《基本法》第四十七條訂明，行政長官就任時應向香港特別行政區終審法院首席法官申報財產，記錄在案。行政會議亦有一套嚴謹的利益申報制度。行政長官已嚴格遵守相關的規定和制度。

因此，我認為實在無任何理由按何議員的議案，成立專責委員會進行調查。政府堅決反對這項議案。

主席，在聆聽議員發言後，我會再作回應。多謝主席。

~~單仲偕議員：主席，我發言支持何秀蘭議員的議案：本會委任一個專責委員會，以調查香港特別行政區行政長官梁振英先生有否違反《基本法》第四十七條有關行政長官必須廉潔奉公、盡忠職守的規定；並於就任時曾否向香港特別行政區終審法院首席法官準確申報持有DTZ Japan股權；及其股權得益與梁振英先生履行行政長官職務時，包括但不限於否決向香港電視網絡有限公司發出本地免費電視節目服務牌照一事，是否構成利益衝突及其他相關事宜；而該委員會在執行其職務時獲授權根據《立法會(權力及特權)條例》(“《權力及特權條例》”)(第382章)第9(2)條行使該條例第9(1)條所賦予的權力。~~

麼？這不是黑廂作業又是甚麼？所以，我再次公開挑戰工黨和職工盟，請他們“解畫”。

代理主席，最後，我想回應黃毓民議員昨天所說的話——他現時不在席——黃議員，不單“港獨”幽靈在香港上空徘徊，以美元購買的靈魂也正在香港肆虐，包括在立法會肆虐。(計時器響起)

代理主席：王議員，發言時限到了。是否有其他議員想發言？

~~(沒有其他議員表示想發言)~~

政務司司長：代理主席，我昨天和剛才都細心聆聽了多位議員的發言。正如我在這場辯論開始時所說，今次議案辯論的事宜在立法會已作多番討論，政府亦多次回應。事實上，很多支持這項議案的議員提出的不少指控和論點，在僅僅兩星期前毛孟靜議員提出引用《立法會(權力及特權)條例》成立專責委員會時都已經提出，而我和署理政務司司長已作出十分詳盡的回應。當然這些討論是否充分和回應是否詳細是見仁見智，亦某程度上決定於發言議員的目的。以陳志全議員的發言為例，明明是一份在商業社會裏面頗慣常用的“離職協議”，就被陳議員形容為“私吞巨款”。我相信以陳議員這種立場，再多的討論都難以改變他的看法。

代理主席，在我就多位議員的發言作一個整體回應前，我想首先感謝發言反對今日議案的謝偉銓議員、李慧琼議員、張華峰議員、陳恒鑾議員、林大輝議員、田北俊議員和剛才慷慨陳辭的王國興議員。我覺得他們在這一次的辯論講了一些公道的話，而不是像單仲偕議員所說的“為政府護航”，更不是李卓人議員所說的“盲撐”……

(陳偉業議員站起來)

代理主席：政務司司長，請稍停。陳偉業議員，你有甚麼問題？

**陳偉業議員**：請你點算法定人數，剛才司長說了很多議員的名字，而他們不在席，謝謝。

**代理主席**：秘書，請響鐘傳召議員返回會議廳。

(在傳召鐘響後，多位議員返回會議廳)

**代理主席**：政務司司長，請繼續發言。

**政務司司長**：代理主席，何秀蘭議員提出動議的其中一個要點，是行政長官有否遵從《基本法》第四十七條規定，廉潔奉公、盡忠職守；以及行政長官是否有向終審法院首席法官準確申報持有DTZ Japan股權。我要清楚指出，行政長官一直嚴格遵守《基本法》。根據《基本法》第四十七條，行政長官就任時應該向香港特別行政區終審法院首席法官申報財產，記錄在案。我重申，梁先生就任行政長官時已按照上述規定，向終審法院首席法官作出申報。有關申報屬於機密性質。代理主席，當我們時常都說要尊重制度的同時，必須同時尊重制度裏面保密的要求，所以我看不到立法會有需要就這一點動用《立法會(權力及特權)條例》作出調查。

動議的另一個要點，是梁先生持有DTZ Japan股權。有議員指稱，由於梁先生就任行政長官後仍持有DTZ Japan的股份，而該公司有客戶涉足本港電視業和大嶼山的地產業務，因此質疑行政長官在履行公職時會構成利益衝突。

范國威議員就着大嶼山發展指控行政長官，因為行政長官持有DTZ Japan的股份，又因為該公司有客戶在大嶼山發展地產業務，因此抨擊行政長官提出大嶼山發展有利益衝突。針對這個非常嚴重的指控，我必須指出，發展大嶼山是因應珠江三角洲近年發展迅速，帶來巨大的發展潛力，因而展開這個計劃。大家都知道，特區政府在大嶼山投資了不少大型基建，大嶼山發展正正就是發揮區內各個大型基建的效益，用好香港和珠三角的協同效應，同時亦是平衡好發展和保育的關係。整個計劃是一個宏觀的策略，為香港的未來發展做好準備。

范國威議員竟然將這個大型的計劃與行政長官擁有的一間公司的一些股份、這間公司的一些客戶業務扯上關係，並藉此指控行政長官涉及利益衝突，令人覺得范議員在扭曲言論和歪理連篇的能力有時實在真的令人歎為觀止。

(主席恢復主持會議)

正如我早前所回應，梁先生已將所有DTZ Holdings Plc及附屬公司股權以信託形式持有。該信託由一名執業會計師作為信託人。梁先生已根據行政會議的利益申報制度申報上述利益，有關的申報亦已上載行政會議的網站。值得指出的是，信託人是按信託條文獨立管理信託的。作為委託人，梁先生無權就信託內的相關股權，包括DTZ Holdings Plc及附屬公司的股權，作出任何交易決定。

更重要的是，政府已設有嚴謹和有效的利益申報機制。行政長官是行政會議主席，遵守適用於行政會議成員的利益申報制度。行政長官每年都會就須登記的利益作出申報，供公眾查閱；並每年就財務利益作出保密申報，由行政會議秘書保存。如其他行政會議成員一樣，倘若所申報的利益有變更，行政長官會按照制度作出通知。行政長官亦會就行政會議討論的個別事項申報利益。

政府設有制度，按行政長官已申報的利益及其他已知資料，檢視行政長官在處理行政會議事項上是否有潛在的利益衝突，包括：

- (一) 向行政會議提交討論事項的有關政策局或部門和行政會議秘書，會審慎檢視行政長官會否在有關事項中有利益；及
- (二) 如果所得資料顯示行政長官在有關事項中可能有須退席或須申報的利益，行政會議秘書會在有關的行政會議召開前提醒行政長官留意，並由行政長官考慮是否須在會議上申報及如何處理有關事項的討論。

按照行政會議的保密原則，政府素來不會披露行政會議的討論內容和相關的利益申報。但是，我必須指出，政府的重要決定和政策，無論是電視牌照或土地發展，都必須根據既定的法律、規劃等程序，經過長時間的公眾諮詢、政府團隊的多番醞釀和仔細策劃，才可落實

及推行。政府制訂政策和措施，均會依據相關的規定和程序，作出通盤考慮，並以公眾利益為依歸，而不是好像陳偉業議員所講的靠個人意志，更非如范國威議員所指的憑着個人的利益。

何俊仁議員和梁繼昌議員在討論這件事上，都對於我們現行的申報制度有所批評，認為是有漏洞或者甚至形同虛設。但是，正如何俊仁議員指出，2012年由前終審法院首席法官李國能及其他4名獨立人士組成的防止及處理潛在利益衝突獨立檢討委員會（“委員會”），曾經檢討《政治委任制度官員守則》（“守則”）內有關防止利益衝突的條文，以及行政會議的利益申報制度。

委員會其後發表的檢討報告清楚指出，政治委任官員的申報規定，在全面性及廣泛性方面俱與適用於公務員的申報制度相若；而委員會認為，守則所訂明有關政治委任官員申報及處理利益和投資的現行制度，與適用於公務員隊伍的制度看齊，大致是令人滿意的。委員會同時亦認為，現在適用於行政會議成員的利益申報制度，實質上和政治委任官員和公務員的制度相似；因此，整體而言令人滿意。所以我不能夠同意何議員和梁議員對於現行申報制度的批評。事實上，從制度上而言，現時的利益申報制度已經是相當嚴謹、行之有效，並且在處理潛在利益衝突和尊重個人私隱之間取得一個適當的平衡。

考慮到上述事實，以及現有制度的保障，如果僅僅如有些議員所言，因為行政長官持有一間公司的一些股權，而該公司的其中一位客戶有涉足某些本港的業務，便斷言行政長官有利益衝突的嫌疑，因而需要動用《立法會(權力及特權)條例》作出調查，實在十分牽強。

毛孟靜議員昨天在她的發言裏面說她觀察得到，我在參與這件事項的有關討論中，好像表現出一點無奈。毛議員今次也可說是觀察入微，我實在是有一些無奈的感覺，但這個無奈的感覺是完全因為我看到泛民議員不停地利用UGL和DTZ的事件，嘗試打擊行政長官的個人誠信，甚至是試圖衝擊政府行之有效的申報制度，從而削弱整個政府的管治威信。

我的無奈感當然也出於當立法會和政府、議員和官員有大量的議事要做的時候，泛民議員打着“不合作運動”的旗號，不斷不停要求點算法定人數，浪費了議會寶貴的時間。

主席，就這件大多數議員不止一次議決無須跟進的事項，今天已是5個星期之內議員們第五次的討論，包括3次在大會、兩次在內務委員會。我亦多次苦口婆心，勸告議員不要浪費時間和資源。我希望議員好像我上次所說——或者昨天林大輝議員所說——與政府一同把握機會做實事，為市民謀福祉，或者好像林大輝議員所說，做好我們經濟、民生的事。我相信在座的議員都是深明大義的社會領袖，我殷切期望大家會為廣大市民的福祉着想，作出正確的決定。

主席，我謹此陳辭，懇請各位議員反對何秀蘭議員的動議。多謝主席。

~~主席：我現在請何秀蘭議員發言答辯。~~

~~何秀蘭議員：首先，我想回應政務司司長“林鄭”。政務司司長在昨天的發言中提出3點批評：第一，當中存在過分的想像力。但是，該份合約是否我們想像出來的呢？在該6頁紙的協議，有具體的內容、金額、條款及回應的時限，是否我們想像出來呢？如果是這樣，香港特別行政區行政長官辦公室何不乾脆指傳媒作假，反而在澳洲傳媒查詢合約的真偽時，發出律師信再次恐嚇傳媒？~~

~~政務司司長又指大家戴了有色眼鏡看待這件事。其實，在科學上，所有人的眼睛看到的顏色各不相同，所以根本不需要戴有色眼鏡。事實上，大家的政治立場及要保障的利益均不同，我們要保障公眾利益，而政務司司長在她的位置則要保障其上司(即特首)。在這方面，我很明白她除了作出這些毫無意義的批評外，根本沒有甚麼可說。~~

~~此外，政務司司長亦指我們“倒梁”，純粹想批評政府。其實，想梁振英下台又怎會只有我們20多名泛民議員呢？我相信在建制派議員中，也有不少人想梁振英下台。林大輝議員昨天便說得很實在，指現在展開調查沒有意義，應在數年後才做。在數年後會有甚麼事發生呢？他將會下台，屆時他失勢，泛民和建制派議員便可以聯手追查。~~

~~我想問政務司司長，她剛才表示無須跟進，那麼是否一切牽涉特首的醜聞皆無須跟進呢？這份合約是其中之一，還有山頂的僭建。未能當選特首的唐英年已因僭建而被檢控，並已繳交罰款，但當選特首~~



立法會 — 2017 年 7 月 5 日

56

LEGISLATIVE COUNCIL — 5 July 2017

主席：梁耀忠議員，你的補充質詢哪部分未獲答覆？

梁耀忠議員：我清楚問局長，如果居民覺得身體受輻射影響，房委會會否提供免費的身體檢查，確保他的身體健康安全呢？

運輸及房屋局局長：主席，我多謝梁議員的補充質詢。香港的公共服務非常好，任何香港市民如果感到身體不適，可以向香港的公共服務機構(例如醫院管理局的診所)或私人診所尋求服務。

如果大家有留意輻射對人體的影響——我自己也有留意這方面，因為我以前曾從事通訊行業，曾瀏覽很多文獻，包括醫學文獻——便會發現非電離輻射對人體的影響視乎不同情況，但醫學界及科學界至今仍未有定論。為甚麼要制訂國際標準，讓國際社會和地區依從呢？便是為了確保輻射量符合安全水平。

我希望這樣可以答覆梁議員的關注。

主席：第五項質詢。

梁振英先生與澳洲企業 UGL Limited 所訂協議引起的事宜

Issues arising from the agreement between Mr LEUNG Chun-ying and the Australian firm UGL Limited

5. 尹兆堅議員：主席，上任行政長官梁振英先生於 2014 年被澳洲傳媒揭發，在 2011 年 12 月當他仍是戴德梁行亞太區主席時，與澳洲企業 UGL Limited 簽訂協議，並按該協議先後收取約共五千萬港元的報酬，而部分款項是在他就任行政長官後才收取，但他一直沒有向行政會議秘書申報與該協議有關的個人利益(下稱"UGL 事件")。上屆政府回應有關質疑時指出，上任行政長官在就任前已簽訂該協議。就此，政府可否告知本會：

- (一) 鑒於有傳聞指上屆政府高層干預廉政公署(下稱"廉署")就涉及 UGL 事件的舉報正在進行的調查及相關人事任命,包括當時的廉政專員涉嫌干預該署執行處的相關調查工作,但中央人民政府於上月再次任命他為廉政專員,政府會如何說服公眾此項任命是合適的,以及會如何確保廉政專員按照廉署一貫的調查案件行事方式及程序,不偏不倚地處理有關舉報;
- (二) 現屆政府會否全力配合本會成立的調查梁振英先生與澳洲企業 UGL Limited 所訂協議的事宜專責委員會的工作,向該委員會提供所需文件及協助,包括讓有關的政府官員到該委員會席前作證;及
- (三) 鑒於終審法院於上月在一宗關於藉公職作出不當行為罪行的上訴案件中裁定,該案中濫用公眾信任是串謀者所預期的,用以換取第一上訴人身為政務司司長期間對有關人士持有優待傾向的款項是在他就任前收取的,但並不代表濫用公眾信任發生於收取款項當時,而當第一上訴人同意在身陷該筆款項造成的"黃金枷鎖"的同時執行政務司司長職務,已屬串謀作出不當行為,足以構成藉公職作出不當行為罪行中的行為元素,政府會否因應該項裁決,改善行政長官申報利益的制度;若會,會修訂哪些條文;若否,原因為何?

政務司司長：主席，前政務司司長和我本人已經多次在立法會會議廳回應了立法會議員有關前行政長官梁振英先生與澳洲企業 UGL Limited 所訂協議的質詢，因此我今天不打算重複有關回應。現在我謹就尹兆堅議員所提出的數項質詢，作出扼要的回應：

- (一) 尹議員指有傳聞上屆政府高層干預廉政公署("廉署")就涉及 UGL 事件的舉報正在進行的調查及相關人事任命,包括當時的廉政專員涉嫌干預該署執行處的相關調查工作。我首先一定要開宗明義地指出,這個基於傳聞的指控非常嚴重,並沒有任何事實根據。廉政專員本人已多次申明,廉署調查貪污投訴,一向高度專業,不偏不倚地依法辦事。廉署人員的委任決定,絕對不涉及廉署任何調查工作,也不會受到其他人干預。把廉署人員的委任決定,與 UGL 事件扯上關係,是毫無事實根據的臆測。

廉政專員亦多次重申，廉署必定會繼續無畏無懼，依法按既定程序處理貪污投訴。不論涉案者的背景、身份或地位，若有足夠資料跟進，廉政專員必須根據《廉政公署條例》及既定程序，就貪污投訴進行調查。過程中如有需要，會向律政司諮詢法律意見。所有案件均須向獨立的審查貪污舉報諮詢委員會匯報，並接受其監察。

- (二) 政府一直重視與立法會的合作關係，我們會盡力配合立法會及其委員會的工作，在可行及適當的情況下提供所需資料。
- (三) 尹議員問到政府會否因應終審法院就一宗關於公職人員行為不當的上訴案件所作出的裁決，改善行政長官申報利益的制度。

根據《基本法》第四十七條，條文清楚說明行政長官就任時應向香港特別行政區終審法院首席法官申報財產，記錄在案。有關申報屬機密性質。行政長官是行政會議主席，遵守適用於行政會議成員的利益申報制度，包括定期申報利益的規定。行政長官每年會就須登記的利益作出申報，供公眾查閱，並且每年就財務利益作出保密申報，由行政會議秘書保存。如行政會議成員一樣，倘若所申報的利益有變更，行政長官會按照制度作出通知。

此外，雖然行政長官不是政治委任官員，但自願遵守《政治委任制度官員守則》("《守則》")的原則和精神，包括按照《守則》申報財務及其他利益的資料。

主席，政府認為上述的利益申報機制嚴謹且行之有效，現時沒有計劃作出修訂。

**尹兆堅議員：**主席，司長主體答覆的第(一)部分，與上屆政府，尤其是時任政務司司長、現任特首林鄭月娥女士之前的說法不同。她當時的答覆是，2011年的UGL事件是梁振英先生的離職協議，協議及款項源於梁先生辭去戴德梁行的職務，款項分兩年向梁先生支付，與他日後提供的服務無關。

我注意到司長今天的答覆並沒有再重申這項上屆政府5年來一再強調的基本立場，我是否可以理解為政府的看法改變了呢？主席，我

希望他的答覆是"是"。因此，我的補充質詢是，既然司長說會秉公調查，為何主體答覆的第(二)部分只說，"在可行及適當的情況下"才會配合立法會的調查梁振英先生與澳洲企業 UGL Limited 所訂協議的事宜專責委員會的工作，提供資料，而不肯具體地承諾會委派官員出席作證呢？

政務司司長：主席，很感謝尹議員的補充質詢。我們的答覆是純粹回答質詢的第(二)部分。尹議員問，假如專責委員會要求政府官員出席作證或提供資料，我們一定會本着合作的精神，盡量協助，在可行及適當情況之下，提供所須資料或安排有關同事出席作證。這一定要視乎立法會實際的要求，我們才可以作出回應。

涂謹申議員：主席，主體答覆的第(三)部分指出，行政長官須就財務利益作出保密申報，由行政會議秘書保存。主席，我的補充質詢是，為何不可以公開這些所謂保密的申報呢？如果單由行政會議秘書保存，社會怎樣監察呢？有報道稱，廉署調查案件的時候想取得這些申報資料，數年來都被政府拒絕。不知新一屆政府會否配合廉署這方面的調查，把申報資料交給廉署，讓他們繼續調查呢？

政務司司長：主席，感謝涂議員的補充質詢。根據《基本法》第四十七條，行政長官就任時應向終審法院首席法官申報財產，記錄在案，而有關申報屬機密性質。此外，作為行政會議主席，行政長官亦須遵守適用於行政會議成員的利益申報制度，包括定期申報利益的規定。行政長官每年亦會就登記的利益作出申報，供公眾查閱。綜合而言，關於行政長官的利益申報有兩部分，一部分是問責官員的申報，資料全都可以在網上看到；但行政長官每年亦會就財務利益作保密申報，當中涉及的金額，全都是保密資料，但一定由行政會議秘書保存。這是一貫且具透明度的做法。例如，行政長官持有物業的數目是要交代的，但有關物業的地址和售價等則是不用公開的。這是分開兩個層面處理的。

涂謹申議員：為何財務利益需要保密申報？社會怎樣監察呢？是不能監察的。

主席：政務司司長，你有否補充？

政務司司長：例如行政長官是公司董事，或是否擁有公司，這一類申報資料全都要公開的，在網上可以查閱，但當中涉及的金額、股份等詳細資料，則屬於機密。

林卓廷議員：主席，我留意到司長主體答覆的第一句是，“前政務司司長”——即當時的林鄭月娥——“和我本人已多次在立法會會議廳回應立法會議員有關前行政長官梁振英先生與澳洲企業 UGL Limited 所訂協議的質詢，因此我今天不打算重複有關回應。”

主席，司長或當時的林鄭月娥司長不斷強調有關協議是服務協議，是前行政長官擔任公職之前簽訂的，他沒有提供服務，所以沒有利益衝突，因此亦無須申報。我想問司長，他今天的答覆說不重複有關回應，意思是否我剛才引述梁振英政府過去的回覆，仍然是林鄭月娥政府今天的立場？他可否澄清一下？還是這已經不是本屆政府的立場，只是上屆政府的解釋？請他向市民清楚解釋，可以嗎？

政務司司長：感謝林議員。事實是不變的，我們就尹議員質詢給予精簡的答覆。以往對此項議題的討論屬議案辯論。大家應該還記得，今年 6 月的時候，我曾親自在此與大家討論了很長時間，就罷免議案作詳細交代。今天，我給予的純粹是精簡的答覆，短問短答，但背景資料完全不變，兩屆政府的交代也是事實。

林卓廷議員：主席，我希望司長答覆我剛才的質詢，他是否維持梁振英政府的答覆，認為這樣做也無須申報？如果是這樣，他跟梁振英政府有何分別呢？

主席：司長已經回答你的問題。我且看司長有否補充。

政務司司長：主席，我沒有補充，因為我的確已經回答尹兆堅議員的質詢，我是針對地回答問題的。

謝偉俊議員：無論是根據《基本法》第四十七條的就任申報，或行政會議每年一次的申報，也有保密的要求。若只要求官員申報，但外界卻無法查閱相關資料，似乎很難作出監察。

我真正想問司長的是，他在主體答覆第(二)部分表示，"在可行及適當的情況下"，會盡力配合專責委員會的調查工作。我想請教司長，就任申報和每年的利益和財務申報是否屬於他所謂"可行及適當的情況下"可以提供的申報文件呢？

政務司司長：主席，我在主體答覆已經清楚解釋，申報分為兩部分，一些是機密的申報，例如物業的售價及地點等屬機密資料，但擁有物業的數目及所在地區等資料則根據一般制度須予公開。這制度行之有效，而且具透明度。

舉例說，行政長官是某公司的董事，屬必須要申報的資料，至於詳細的情形，例如報酬等資料則無須公開，但一定要在機密申報中作全盤交代。現行的制度有兩個監察層面，其中一個是公眾可知悉行政長官擁有物業的數目、資產的金額及有關的利益，很清楚看到是否有利益衝突。我們是從兩個層面處理這件事的。

謝偉俊議員：我想問保密的申報資料是否屬"可行及適當的情況下"可以提供的內容呢？

主席：政務司司長，你有否補充？

政務司司長：對於這個問題，我一定要回去尋求法律意見，我相信這是一個敏感的問題。我們現在說的是兩個層次，一個是行政長官根據《基本法》第四十七條，向首席法官申報財產，但需要保密。同時，行政長官作為行政會議主席，也會提供一些保密的財務利益資料，全部十分詳細，由行政會議秘書保存。這正如我們作為問責官員，也要作出申報。全部是清清楚楚的，包括持有的股票及購買物業的時間、地址和售價等，全部也要交代，但那些資料是不會公開的。公開的資料，只包括擁有物業的數目、擔任董事的公司名稱，以及配偶的財產等。這些資料便是具透明度的。我們從兩個層面處理這件事。

**林卓廷議員：**主席，我剛才聽到司長的答覆，即是今屆政府今天的答覆，等同上屆梁振英政府的答覆，而根據《廉政公署條例》，其實廉政專員需要向特首負責。現時特首是林鄭月娥，如果她繼續維持上屆政府的立場，認為 UGL 事件沒有涉及利益衝突，沒有問題，無須申報，那麼，廉政專員以至廉署執行處的人員如何調查梁振英的 UGL 涉貪案呢？

司長可否澄清一下，林鄭月娥和你作為政務司司長維持的這個答覆，與梁振英的完全沒有分別嗎？如果是這樣，我怎會有信心，當局會徹查這宗案件？請司長向公眾解釋。

**政務司司長：**我的答覆已經清楚交代，不論是廉署或政府當局一定會依法辦事，並且廉潔奉公。我們一定會實事求是地處理這件事，不會因為一個人的背景和地位而不辦事，絕對不是這樣。廉署會秉公辦理、無畏無懼，一定會憑着其專業精神處理一般的投訴。

~~主席：最後一項口頭質詢。~~

### 打擊香港居民與內地人士假結婚的相關罪行

#### Combating crimes relating to bogus marriages between Hong Kong residents and Mainlanders

6. **葛珮帆議員：**主席，本人近日留意到有一則待遇豐厚工作的招聘廣告在社交網絡流傳，但沒有說明工作性質。本人遂安排職員以電話與招聘者取得聯絡，並獲悉受聘人只需先在本港律師樓辦理無結婚紀錄證明書，再前往內地與相關的內地人士辦理結婚手續，便可賺取高達 20 萬元的結婚禮金。該招聘者強調，受聘人的資料會保密，而且婚姻關係只會維持半年至 1 年；該做法不屬假結婚，既合法又不會引致任何後果。該則招聘廣告顯示有不法分子以新穎手法，誤導市民干犯假結婚的相關罪行。鑒於暑假將至，有不少家長擔心年輕人為搵快錢而誤墮法網。就此，政府可否告知本會：

- (一) 當局會否採取新措施，打擊假結婚的相關罪行，例如進行調查時以放蛇方式搜集證據、增加人手主動調查可疑個案，以及尋求法庭對違法者(尤其是中介人及假結婚集團主腦)施加更嚴厲的判罰；



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Our Ref : PS/107707-1/16

26 September 2016

The Chief Editor,  
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1/F, 8 Chun Ying Street,  
Tseung Kwan O Industrial Estate,  
Tseung Kwan O,  
New Territories, Hong Kong.

**URGENT  
BY HAND**

Dear Sir,

**Re: The Editorial (“Editorial”) appearing at page A6 of the 8 September 2016 issue of Apple Daily and the Apple Daily website entitled “追究梁振英貪腐是首要工作” (“Pursuing Leung Chun Ying for his corruption is the top priority”)**

We act for Mr Leung Chun Ying (“Mr CY Leung”), the Chief Executive of the Hong Kong Special Administrative Region.

Apple Daily is a popular Chinese language news media with a wide circulation both in Hong Kong and internationally.

The above Editorial, as in other editorials published by Apple Daily, was stated to be written by one Lo Fung (“盧峯”). The above Editorial represents the position of Apple Daily.

The title of the Editorial (viz. 追究梁振英貪腐是首要工作 (pursuing Leung Chun Ying for his corruption is the top priority)) falsely, viciously and maliciously accused Mr CY Leung as being corrupt and that he should be pursued and held accountable for the so-called corruption. The Editorial suggested the payment made by UGL to Mr CY Leung was some kind of commission, kick-back or rebate (in Chinese, “回佣”). At the end of the Editorial, the writer concluded that nothing else could better meet voters’ expectation than for the newly elected legislators and the Legislative Council to pursue Mr CY Leung for his so-called corruption.

1

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Mr CY Leung had categorically denied that the sums he received from UGL could be treated as commission, kick-back or rebate. There was no basis for the Editorial to make this outrageous and inculpatory allegation. The agreement between UGL and Mr CY Leung dated 2 December 2011 (the "Agreement") in pursuance of which the payment was agreed and paid was published by The Sydney Morning Herald (together with Fairfax Media), which was widely reported and specifically referred to by Apple Daily on 9 October 2014.

Apple Daily demonstrated a keen interest and made extensive commentaries regarding UGL and Mr CY Leung in relation to the Agreement and the payment. Apple Daily should know or ought reasonably to have known that there is not the slightest shred of evidence that could allow Apple Daily to suggest in its Editorial that Mr CY Leung had received commission, kick-back or rebate from UGL. Also because of Apple Daily's keen interest in the Agreement, Apple Daily would have reviewed the public statements published by UGL in October 2014 on three occasions (see attached) stating unequivocally that the arrangements in the Agreement were in keeping with standard business practice for non-compete and non-poach agreements.

Further, The Sydney Morning Herald (together with the Fairfax Media) which brought the Agreement into the public domain in the first place on 9 October 2014 published on their own accord a week later on 15 October 2014 an article which basically retracted its previous allegation that the Agreement was "a secret contract". It stated:-

*"Other documents seen by Fairfax, however, paint a more complete picture of how the side-deal was put in place. Those documents show the agreement was negotiated in full knowledge of all key parties, despite previous statements to the contrary."*

*"It is clear from emails sent in the weeks leading up to the December 2, 2011 agreement that the terms that Mr Leung secured from UGL were substantially the same as he had negotiated but not completed under the previous management, DTZ."*

*"Those parties include the primary creditor and vendor in the sale of DTZ, the Royal Bank of Scotland, and the administrators, Ernst & Young, and also the DTZ chairman, Tim Melville-Ross. The emails appear to show Mr Melville-Ross was leading negotiations with Mr Leung..."*

*"While those parties did not see the final agreement, the emails appear to contradict their earlier statements that suggested they had been left in the dark."*

d.

It is wholly wrong and irresponsible for Apple Daily to allow publication in the form of the Editorial a suggestion, the foundation of which is completely non-existing and known to Apple Daily to be false, that Mr CY Leung had received payment in the form of commission, kick-back or rebate from UGL.

Regarding the sums received by Mr CY Leung from UGL, the Government through the Chief Secretary of HKSAR, Mrs Carrie Lam GBM, GBS, JP, had given unequivocal and public statements to the Legislative Council on no less than four occasions, respectively on 29 October 2014, 5 November 2014, 6 November 2014 and 20 November 2014. In her speech to the Legislative Council on 29 October 2014, Mrs Carrie Lam stated:

“梁振英先生參選行政長官前曾擔任戴德梁行亞太區主席。他在二〇一一年十一月二十四日宣布辭去戴德梁行的職務，當時 UGL 正向戴德梁行進行收購，因應梁先生辭職，UGL 與他於同年十二月二日簽訂「離職協議」，視乎戴德梁行在梁振英先生離任後兩年主要職員的留任情況，分兩年向他支付款項，同時並承擔戴德梁行與梁先生已商定卻尚未支付的花紅。正如 UGL 指出，該協議純粹是他們與梁先生作出不作競爭協議，以確保梁先生離職後不會接受其他競爭對手的聘任、另立公司與 UGL 競爭，及不向戴德梁行挖角，從而確保戴德梁行被收購後的商業價值不受損害。此協議是一項不公開的商業安排，屬商業慣例。”

“從上述可見，有關的協議及款項源於梁先生辭去戴德梁行職務，而非由於他日後會提供任何服務。現行的行政會議成員利益申報制度，並無要求就上述「離職協議」作出申報，更何況梁先生辭去戴德梁行職務及與 UGL 訂立「離職協議」，皆早於他當選行政長官，而他當時也已辭任行政會議成員。”

“在「離職協議」簽訂後，梁先生從沒向 UGL 提供任何服務，UGL 亦已公開發表聲明確認這一點。”

(In English) “Mr C Y Leung was the Asia Pacific Director of DTZ before he stood for the Chief Executive (CE) election. He announced his resignation from DTZ on November 24, 2011. In view of his resignation, UGL, which was at that time acquiring DTZ, concluded with Mr Leung a resignation agreement on December 2, 2011. Under the agreement, UGL undertook to make payments to Mr Leung over a two-year period and to underwrite for DTZ the payment of outstanding agreed bonus to Mr Leung, subject to key personnel remaining with DTZ during the two years subsequent to Mr Leung's resignation. As pointed out by UGL, the agreement was simply a non-compete arrangement which was to ensure that Mr Leung would not move to a competitor, set up or promote any business in competition with DTZ, or poach any people from DTZ, and

*hence to ensure that the business retained its value after the acquisition by UGL. Such agreement was a confidential commercial arrangement and a standard business practice."*

*"As evident from the above, the agreement and payments concerned arose from Mr Leung's resignation from DTZ, not any future service to be provided by him. Under the current system of declaration of interests by members of the Executive Council (ExCo), there is no requirement for Mr Leung to declare the said resignation agreement. Moreover, both Mr Leung's resignation from DTZ and conclusion of the agreement with UGL took place before he was elected as the CE, and at the material time, he had already resigned from ExCo."*

*"As confirmed in UGL's public statement, Mr Leung has not provided any service to UGL after signing the resignation agreement."*

Again in her speech to the Legislative Council on 20 November 2014, Mrs Carrie Lam stated:

*"第一，梁先生與UGL簽訂的「離職協議」，純粹是UGL與梁先生作出不競爭協議，確保梁先生離職後不會接受其他競爭對手的聘任、另立公司與UGL競爭，或進行挖角，從而保障UGL作為收購方的利益。正如有議員兩星期前在本會辯論時指出，這實屬常見的商業安排。第二，UGL十月九日的聲明清楚指出，DTZ Holdings plc和the Royal Bank of Scotland均知悉該份「離職協議」，這絕非甚麼「秘密合約」，更不涉及甚麼「秘密付款」。第三，簽訂「離職協議」後，梁先生從來沒有向UGL提供任何服務，UGL亦已發表聲明公開確認這一點。第四，《基本法》第四十七條訂明，行政長官就任時應向香港特別行政區終審法院首席法官申報財產，記錄在案。行政會議亦有一套嚴謹的利益申報制度。行政長官已嚴格遵守相關的規定和制度。"*

*(In English) "First, the "departure agreement" signed between Mr LEUNG and UGL is simply a non-compete agreement between the two parties to ensure that Mr LEUNG would not move to a competitor, set up or promote any business in competition with DTZ, or poach any people from DTZ, and hence to ensure that the business retained its value after the acquisition by UGL. As pointed out by some Members at the Legislative Council debate two weeks ago, this is a common commercial arrangement."*

*"Second, UGL clearly stated in its statement on 9 October that DTZ Holdings plc and the Royal Bank of Scotland are aware of the "departure agreement". This is definitely not a "secret agreement" and does not involve any "secret payments".*

*“Third, after signing the “departure agreement”, Mr LEUNG has never provided any services to UGL, and UGL had also issued a statement to publicly confirm this. Fourth, Article 47 of the Basic Law stipulates that the Chief Executive, on assuming office, shall declare his or her assets to the Chief Justice of the Court of Final Appeal of the Hong Kong Special Administrative Region. This declaration shall be put on record. The Executive Council also has a stringent system of declaration of interests. The Chief Executive has strictly complied with the relevant provisions and systems.”*

A closer look of the Editorial reveals that the real motive of the writer was to use the false allegation of corruption as a means to prevent Mr CY Leung from exercising his right to stand for re-election as the Chief Executive of HKSAR, if he chooses to. The following are the exact words used in the Editorial.

*“未來大半年香港將有很多重大的轉變...。其中最重要的是即將來臨的特首選舉。若果任由梁振英連任五年，那今次選出的立法會便大有可能只可扮演「守門員」的角色...，不容易發揮甚麼積極作用...。”*

*“因此，短期內立法會非建制派議員包括政治新星，...更有必要關注、影響特首選舉進程。...”*

*“退可以依法行使立法會議員的職權，針對梁振英的醜聞失政窮追猛打，徹底揭破他的醜陋面目。有新當選立法會議員已計劃動用[立法會(權力及特權)]條例，追查梁振英收受 UGL 回佣醜聞，...只要再增加政治壓力，願意犧牲本黨利益力保梁振英的建制派將比想像中少。一旦議案得到通過，梁振英將非常尷尬及被動，並肯定影響他的選情。”*

*“對新選出的議員及議會而言，有甚麼比追究梁振英的貪腐問題更符合選民期望的呢？”*

*(In English) “There will be a lot of significant changes in Hong Kong in the next half a year or so .... In particular, the most important event is the upcoming Chief Executive election. If Leung Chun Ying continues his term for five more years, it is very likely that the Legislative Council elected this time can only play a “goalkeeper” role ... but find it hard to generate a positive impact.”*

*“Therefore, in the short term, ... it is even more necessary for the non-pro establishment camp legislators in the Legislative Council, including those political rising stars, to pay attention to and influence the process of the Chief Executive election. ....”*

*“for a less proactive approach, they can exercise their authority as a legislator conferred by law to continuously demand Leung Chun Ying be held accountable for his scandals and policy failures and unveil his disgusting face entirely. Some newly elected legislators have already planned to exercise their power under the [Legislative Council (Powers and Privileges)] Ordinance to pursue Leung Chun Ying for his scandal regarding the receipt of commission/kick-back/rebate from UGL. .... With a little bit more political pressure, the number of pro establishment camp members willing to sacrifice the interest of their own party to protect Leung Chung Ying will be less than imagined. If the motion is passed, Leung Chun Ying will be at a very embarrassing and passive position. His election condition will certainly be affected.”*

*“For the newly elected legislators and Legislative Council, what else could better meet voters’ expectation than pursuing Leung Chun Ying for his corruption issues?”*

The allegation of corruption is totally untrue and has gravely defamed Mr CY Leung. The usage of the false corruption allegation to prevent Mr CY Leung from exercising his constitutional right to stand for the re-election as the Chief Executive of HKSAR, if he chooses to, demonstrates the very serious kind of malicious and injurious motive involved in the false allegation. The malicious falsehood is consistent with the many reports and articles Apple Daily has published about Mr CY Leung in print and on the internet since his assumption of the CE office. Apple Daily has very often called in contempt the Administration as the “Hong Kong communist regime (港共政權)” and made up disdainful names for Mr CY Leung such as “Wolf Ying (狼英)”, “Liar Ying (大話英)” and “689”. The Editorial has targeted Mr CY Leung and intended to cause him irreparable damages by suggesting he is corrupt and un-electable. The intention to obstruct Mr CY Leung from exercising his fundamental right under Article 26 of the Basic Law and Article 21 of Section 8 of the Hong Kong Bill of Rights Ordinance (Cap. 383) to stand for the 2017 CE election in accordance with law is vicious and contrived. Mr CY Leung cannot emphasize enough the highly inflammatory nature of the defamation published in the Editorial, a complete fabrication with improper and malicious motive, a false allegation in the extreme.

Mr CY Leung requires you to take the following steps immediately:-

1. To refrain from further publishing the allegation of corruption in any future articles published by Apple Daily;
2. To publish in the next issue of Apple Daily and as soon as practicable on the Apple Daily website an unreserved retraction in a size no smaller than the size of the Editorial and in a form and prominence to be approved by us on behalf of Mr CY Leung.



薛馮鄺岑律師行

SIT, FUNG, KWONG & SHUM

Pg.

Our client reserves all his rights in this matter if a favourable response complying with the requirements stated above is not received within seven (7) days hereof.

There are two other matters:-

First, in your article entitled “英國反貪機構勢介入調查 (in English, UK anti-corruption institution is poised to investigate)” published on 11 October 2014, you mentioned you had made enquiries with UK’s Serious Fraud Office (“SFO”) on whether they would commence an investigation of corruption against Mr CY Leung. Our research suggests that you have not to-date published any follow-up report informing your readers whether you had received a further reply from SFO. We are of the view that Apple Daily knew or ought to reasonably have known that the Director of SFO had decided in November 2014 not to open an investigation into Mr CY Leung. If you disagree, please let us have your explanation.

Secondly, in your article entitled “UGL 售戴德梁行恐泡湯 (In English, The sale of DTZ by UGL is feared to be doomed)” published on 10 October 2014, you mentioned you had made enquiries with UK’s Financial Conduct Authority (“FCA”) on whether the “secret” agreement between UGL and Mr CY Leung had violated the UK listing rules and requirement. You reported that the FCA had advised you that they would give you a reply in twelve working days. Our research suggests that you have not to-date published any report informing your readers whether you had received a reply from FCA. We are of the view that Apply Daily knew or ought to reasonably have known that FCA had decided in October 2014 that since DTZ had been delisted, they did not have the power to act. If you disagree, please let us have your explanation.

Yours faithfully,

  
Sit, Fung, Kwong & Shum

Encl





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SIT, FUNG, KWONG & SHUM

Pg.

Appendix

Doc No.	Document	Date
1.	"CY Leung: UGL Q&A" published by The Sydney Morning Herald	8.10.2014
2.	UGL's Media Release	9.10.2014
3.	UGL's Media Release	14.10.2014

# The Sydney Morning Herald

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## CY Leung: UGL Q&A

John Garnaut

Published: October 8, 2014 - 9:26PM

- [Hong Kong chief executive CY Leung faces questions over secret \\$7m payout from Australian firm](#)
- [CY Leung deal timeline](#)
- [CY Leung statement](#)
- [The letter from Leupen to C.Y. Leung](#)

*UGL Q&A with Fairfax Media*

**1. Was the board and remuneration committee of UGL fully informed of the arrangement to pay 4 million pounds to CY Leung?**

Yes.

**2. Was it disclosed in any public document anywhere? Why not? How was it accounted for?**

No. It was a confidential commercial arrangement, which is standard business practice for such non-poach, non-compete regimes.

UGL negotiated a reduction in the initial purchase price to allow for the payment to CY Leung. This was a matter for the seller, as it was a necessary payment for the protection of the value of the business. The acquisition would not have proceeded if this value was not protected and assured.

The arrangement was a standard non-poach, non-compete arrangement. It was entered solely to ensure CY Leung did not move to a competitor or set up or promote any business in competition with DTZ, or poach any people from DTZ, and hence to ensure the business retained its value after UGL acquisition.

It is standard business practice to pay for such undertakings, as you are requiring the individual to take on obligations and to forgo future opportunities.

**3. Given that CY Leung was explicitly running for office at the time how could UGL have neglected to insert a clause that invalidated the agreement if he did secure office?**

If CY Leung returned to UGL's employment, the arrangement was invalidated, as there was then no issue with competition or poaching. At the time of the negotiations, media coverage suggested that other candidates were favoured to be elected, so the possibility of CY Leung securing office was not the focus of UGL's negotiations.

The agreement ensured both non-compete and non-poach arrangements, to ensure key personnel remained with DTZ post the acquisition, as demonstrated by the fact that payment was subject to satisfaction of these provisions (including a proportional reduction for each senior manager that left DTZ's employment during the term of the agreement).

**4. What did DTZ management and board know about the deal with CY Leung?**

DTZ Holdings plc senior management was fully aware of, and involved in, the negotiation of the arrangements with CY Leung, to protect the value of DTZ's China and HK business by preventing competition and poaching, to ensure that the acquisition could proceed. UGL is not privy to, and was not made aware of, any other prior arrangements.

**5. There is no documentation that we can find that confirms that banker RBS and DTZ administrators, Ernst & Young, were aware of the CY Leung deal. Please confirm what they knew and how they knew?**

RBS and their advisers were aware of the arrangements and RBS agreed to the resulting reduction in the purchase price of DTZ Holdings plc, to offset the payment to CY Leung. It was recognised that the payment to CY Leung was necessary to ensure that he did not set up nor promote any business in competition with DTZ, or poach any people from DTZ, to ensure the business retained its value. Without this protection in place UGL would not have proceeded with the acquisition.



**6. What arrangements were made with administrators and relevant company directors to ensure the payments to CY Leung did not break the UK Insolvency Act or relevant UK corporate laws?**

UGL was not a party to discussions with the administrators. All communications were with DTZ Holdings plc management, RBS and their advisers.

**7. Were the directors of DTZ informed and did they approve the deal?**

We cannot speak for all of the directors of DTZ Holdings plc at the time; however, DTZ Holdings plc board representatives, management, financiers and advisers were all involved with and aware of these discussions.

*This story was found at: <http://www.smh.com.au/business/world-business/cy-leung-ugl-qa-20141008-10rwp8.html>*

09 October 2014

## Response to media speculation

**Sydney:** UGL Limited (ASX: UGL) notes an article published in Fairfax Media outlets on 9 October 2014 regarding a payment made to Mr CY Leung in relation to non-compete, non-poach and DTZ senior management retention provisions. Mr Leung was the founder of our DTZ China and Hong Kong business and subsequently went on to become the Chief Executive of Hong Kong.

The article erroneously makes reference to 'secret payments'. This is a baseless and misleading reference as the arrangements were made with Mr Leung, then a private individual, on commercial terms and with full knowledge of the vendor, in keeping with standard businesses practice for non-compete and non-poach agreements.

Such agreements are common confidential commercial arrangements when a business is being acquired. The only difference here being Mr Leung went on nearly six months later to become the Chief Executive of Hong Kong.

UGL was under no obligation, legal or otherwise, to disclose the agreement. It should be noted that at the time of entering in the agreement, Mr Leung was not an elected official of Hong Kong, and UGL had no reason to expect that his campaign for Chief Executive of Hong Kong would be successful. In any event the same commercial protections for UGL and DTZ were necessary.

Mr Leung was previously Chief Executive Officer of DTZ Holdings plc's North Asia business and he was the founder of the business that preceded the creation of DTZ North Asia. He resigned from DTZ Holdings plc on 24 November 2011. UGL acquired the subsidiaries of DTZ Holdings plc out of voluntary administration in December 2011, for over 70 million British Pounds.

UGL entered into an agreement with Mr Leung to protect UGL's commercial interests in North Asia by preventing him from competing with DTZ or employing DTZ staff for two years following UGL's acquisition of the subsidiaries of DTZ Holdings plc. Payments were staggered over this period to ensure these non-compete and non-poach obligations were met and the agreement provided mechanisms to reduce these payments if key individuals left DTZ over this period. UGL specifically did not want Mr Leung working with a competitor nor establishing or assisting in the establishment of a business competing directly with DTZ. UGL required of the vendor that appropriate non-compete and non-poach protections be put in place if UGL was to proceed to acquire the subsidiaries of DTZ Holdings plc.

The agreement also protected UGL's right to operate in the region by ensuring existing licencing arrangements held by Mr Leung were maintained and transferred to UGL. Again the agreement was in accordance with normal market practices and terms.

The vendor, the Royal Bank of Scotland, and their advisors were fully aware of UGL's intention to enter into an arrangement with Mr Leung and DTZ Holdings plc played a significant role in initiating and negotiating those terms with Mr Leung.

As part of these negotiations and with the full agreement of the vendor team, the amount to be paid by UGL to acquire the subsidiaries of DTZ Holdings plc was reduced to allow for the payments to Mr Leung. This had no impact on the other creditors and shareholders of DTZ Holdings plc, as the full benefit of the purchase price, both before and after the payment reduction, flowed to the Royal Bank of Scotland and no other party.

Given the negotiations of these terms with the full involvement of the vendor, it is clear that other parties besides UGL and Mr Leung were aware of and understood the need for and the value of these non-compete and non-poach terms, as did all the advisory teams on the sale. UGL's own advisory teams were also across the detail of, and need for, these protective measures to ensure the value of UGL's investment was protected.

The agreement concluded nearly a year ago. During the two year period between 2011 and 2013 and subsequent, UGL did not request Mr Leung to undertake any task whatsoever on our behalf, nor did Mr Leung offer to perform any tasks. Our only concern was to see the non-poach and non-compete enforced and the value of the acquisition protected, which it was.

Inferring that the payments were a "secret" arrangement from which UGL derived some inappropriate benefit or favour is both baseless and misleading.

UGL maintains a reputation for honesty and integrity and takes any allegations of misleading conduct very seriously.

**ENDS**

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14 October 2014

## Response to media speculation – CY Leung

UGL Limited notes an article published in The Australian Financial Review today titled: “UGL’s £4m offer same day as counter bid”.

The title of the article incorrectly states that an offer was made to Mr CY Leung on the same day that the vendors of DTZ Holdings plc received a counter offer for the business that was ultimately acquired by UGL Limited. **This is misleading and incorrect.** A non-compete and non-poach proposal was made to CY Leung some three weeks prior to this date, not on the day that the vendors supposedly received a rival offer.

UGL also confirms that it had no knowledge of rival offers for DTZ Holdings plc and the negotiations of such offers were the responsibility of the vendors of DTZ Holdings plc and their advisors, not UGL Limited.

UGL reconfirms that the vendor of DTZ Holdings plc, the Royal Bank of Scotland, and their advisors played a significant role in initiating and negotiating terms with Mr Leung prior to the ultimate sale of DTZ Holdings plc to UGL Limited.

**ENDS**

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## 薛馮鄺岑律師行就蘋果日報今天（30/9）報導的回應

就蘋果日報今天（30/9）報導有關本律師行代表梁振英先生發出給蘋果日報的律師信，本律師行有以下回應：

1. 本律師行的信件是在本周一（26/9）發予蘋果日報，蘋果日報亦於當天中午簽收該信。
2. 蘋果日報對該信內容作出部份披露，現附錄該信共 13 頁，讓公眾對該信有一個全面的理解。
3. 本律師行注意到蘋果日報沒有報導或忽略報導下列內容，現翻譯如下：

### 第二頁：

蘋果日報對 UGL 及梁振英先生之間的協議（以下稱「該協議」）及涉及款項表現強烈興趣。蘋果日

報應知道及有理由相信蘋果日報已知道，蘋果日報絕無半點證據支持其《蘋論》所述：梁振英先生曾經在此事上收過 UGL 佣金或回佣或回扣。鑑於蘋果日報對此事的強烈興趣，蘋果日報應已看過 UGL 曾於 2014 年 10 月三度發表公開聲明，聲明內清楚表述該協議是按商業慣例所作的「不競爭、不可「挖角」的協議。

再者，2014 年 10 月 9 日 Sydney Morning Herald 及 Fairfax Media 已首次披露該協議，及後在 2014 年 10 月 15 日 上述報刊亦已基本上撤回其先前指控所說「該協議是一份秘密協議」。上述報刊報導說：

「儘管收購各方先前說對該協議不知情，Fairfax 所獲文件顯示收購各方皆知悉這個協議。

在 2011 年 12 月 2 日簽定此協議前數周的電郵清楚顯示，梁先生和 UGL 達成的協議和梁先生在此前和 DTZ 管理層已商定但尚未支付的協議條款，並無分別。

所謂收購各方包括：DTZ 的主要債權人及賣方 Royal Bank of Scotland，公司管理人 Ernest & Young 及 DTZ 主席 Tim Melville-Ross。一系列電郵顯示 Tim Melville-Ross 負責與梁先生商討。

儘管收購各方沒有看過最終協議藍本，一系列電郵顯示他們是知情的。」

### 第三、四、五頁：

有關梁振英先生從 UGL 收到的款項，政府透過政務司司長林鄭月娥女士 GBM, GBS, JP 至少四次清楚及公開在立法會表述，這包括：2014 年 10 月 29 日，2014 年 11 月 5 日，2014 年 11 月 6 日和 2014 年 11 月 20 日。2014 年 10 月 29 日林鄭月娥女士在立法會內說：

“梁振英先生參選行政長官前曾擔任戴德梁行亞太區主席。他在二〇一一年十一月二十四日宣布辭去戴德梁行的職務，當時 UGL 正向戴德梁行進行收購，因應梁先生辭職，UGL 與他於同年十二月二日簽訂「離職協議」，視乎戴德梁行在梁振英先生離任後兩年主要職員的留任情況，分兩年向他支付款項，同時並承擔戴德梁行與梁先生已商定卻尚未支付的花紅。正如 UGL 指出，該協議純粹是他們與梁先生作出不作競爭協議，以確保梁先生離職後不會接受其他競爭對手的聘任、另立公司與 UGL 競爭，及不向戴德梁行挖角，從而確保戴德梁行被收購後的商業價值不受損害。此協議是一項不公開的商業安排，屬商業慣例。”

“從上述可見，有關的協議及款項源於梁先生辭去戴德梁行職務，而非由於他日後會提供任何服務。現行的行政會議成員利益申報

制度，並無要求就上述「離職協議」作出申報，更何況梁先生辭去戴德梁行職務及與UGL訂立「離職協議」，皆早於他當選行政長官，而他當時也已辭任行政會議成員。”

“在「離職協議」簽訂後，梁先生從沒向UGL提供任何服務，UGL亦已公開發表聲明確認這一點。”

2014年11月20日林鄭月娥女士再次在立法會內表示：

“第一，梁先生與UGL簽訂的「離職協議」，純粹是UGL與梁先生作出不競爭協議，確保梁先生離職後不會接受其他競爭對手的聘任、另立公司與UGL競爭，或進行挖角，從而保障UGL作為收購方的利益。正如有議員兩星期前在本會辯論時指出，這實屬常見的商業安排。第二，UGL十月九日的聲明清楚指出，DTZ Holdings plc和the Royal Bank of Scotland均知悉該份「離職協議」，這絕非甚麼「秘密合約」，更不涉及甚麼「秘密付款」。第三，簽訂「離職協議」後，梁先生從來沒有向UGL提供任何服務，UGL亦已發表聲明公開確認這一點。第四，《基本法》第四十七條訂明，行政長官就任時應向香港特別行政區終審法院首席法官申報財產，記錄在案。行政會議亦有一套嚴謹的利益申報制度。行政長官已嚴格遵守相關的規定和制度。”

4. 尤其值得注意是，蘋果日報今天（30/9）的報導忽略了律師信末的兩段原文：

第一，貴報在2014年10月11日的報導”英國



反貪機構勢介入調查”中提及貴報曾詢問英國的 Serious Fraud Office (SFO) 會否就對梁振英先生的貪污指控進行調查。資料顯示：直至今今天為止，貴報仍沒有報導是否已收到英國 SFO 的回覆。我們認為貴報是知道或有理由相信貴報已知道 SFO 負責人早已在 2014 年 11 月決定不會就此事調查梁振英先生。如貴報不同意這個陳述，請提供理由。

第二，2014 年 10 月 10 日貴報在” UGL 售戴德梁行恐泡湯”一文中說貴報已向英國 Financial Conduct Authority (FCA)，查詢 UGL 和梁振英先生之間的”秘密”協議有否違反英國上市條例。貴報當時報導說 FCA 將在 12 個工作天內回覆。資料顯示截至今天，貴報沒有報導英國 FCA 的回覆。我們認為貴報是知道或有理由相信貴報已知道英國 FCA 早在 2014 年 10

月已決定由於 DTZ 已不再在英國上市，  
FCA 無權作任何行動。若貴報不同意這個  
陳述，請提供理由。

薛馮慶岑律師行

2016 年 9 月 30 日