

Dated the 11th day of October 2023

SILVER GRANT INTERNATIONAL HOLDINGS GROUP LIMITED
(銀建國際控股集團有限公司)

and

SILVER GRANT HAINAN INVESTMENT (BVI) LIMITED

(as Vendors)

and

SILVER GRANT GROUP LIMITED

(as Purchaser)

AGREEMENT

**for the sale and purchase of the entire issued
share capital of, and the assignment of the
shareholder's loan advanced to
Real China Development Limited
(泰境發展有限公司)**

TUNG & CO.
Solicitors
Office 1601, 16/F, LHT Tower
31 Queen's Road Central
Hong Kong

THIS AGREEMENT is made on the 11th day of October 2023

AMONG:

- (1) **SILVER GRANT INTERNATIONAL HOLDINGS GROUP LIMITED** (銀建國際控股集團有限公司), a company incorporated in Hong Kong with limited liability and whose registered office and principal place of business is at Suite 4901, 49th Floor, Office Tower, Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong, whose shares are listed on The Stock Exchange of Hong Kong Limited with stock code: 171 (“**Silver Grant**”);
- (2) **SILVER GRANT HAINAN INVESTMENT (BVI) LIMITED**, a company incorporated in British Virgin Islands with limited liability and whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (“**SG Hainan**”, together with Silver Grant, collectively referred to as the “**Vendors**”); and
- (3) **SILVER GRANT GROUP LIMITED**, a company incorporated in British Virgin Islands with limited liability and whose registered office is at Sea Meadow House, Blackburne Highway, (P.O. Box 116), Road Town, Tortola, British Virgin Islands (the “**Purchaser**”).

WHEREAS:

- (A) Real China Development Limited (泰境發展有限公司) (the “**Company**”) is a company incorporated in Hong Kong with limited liability. As at the date hereof, the Company has 2 issued ordinary Shares (defined hereunder) which have been issued as fully paid. Particulars of the Company are set out in **Schedule 1** hereto.
- (B) Pursuant to a deed of declaration of trust dated 11 December 2002, SG Hainan declared that the SG Hainan Share (defined hereunder) was held on trust for Silver Grant. As at the date hereof, (1) Silver Grant is the beneficial owner of the SG Hainan Share, and the legal and beneficial owner of the Silver Grant Share (defined hereunder); and (2) SG Hainan is the legal owner of the SG Hainan Share.
- (C) As at the date hereof, the Sale Shares (defined hereunder) are subject to the Share Charge (defined hereunder).
- (D) As at the date hereof, the Company is the registered and beneficial owner of the Property (defined hereunder) subject to the Mortgage (defined hereunder).
- (E) (1) Silver Grant, as beneficial owner of the SG Hainan Share (defined hereunder) and as legal and beneficial owner of the Silver Grant Share (defined hereunder) and (2) SG Hainan, as legal owner of the SG Hainan Share (defined hereunder) have the right, power and authority to sell, transfer or otherwise dispose of or procure the sale, transfer or disposal of the Sale Shares (defined hereunder) free from all Encumbrances (defined hereunder) at Completion (defined hereunder).

- (F) Silver Grant is the sole legal and beneficial owner of the benefits of and interest in the principal amount of the Sale Loan (as defined below) owing by the Company to Silver Grant, and has the right, power and authority to sell, transfer, assign or otherwise dispose of the benefits of and interest in the Sale Loan (defined hereunder) free from all Encumbrances (defined hereunder).
- (G) The Vendors agree to sell and the Purchaser agrees to purchase the Sale Shares (defined hereunder) and the benefits of and interest in the Sale Loan (defined hereunder) on the terms and subject to the conditions of this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATION

- 1.1 In this Agreement (including the Recitals and Schedules), unless the context otherwise requires or permits, the following words and expressions shall have the meanings ascribed to each of them respectively below:

“Accounts Date”	: 31 December 2022;
“Agreement”	: means this agreement for the sale and purchase of the Sale Shares and the assignment of the Sale Loan, as amended or supplemented from time to time;
“Audited Accounts”	: means the audited financial statements of the Company for the period from 1 January 2020 up to the Accounts Date, a copy of which has been initialled by the Vendors and the Purchaser for the purpose of identification;
“Balance of Initial Consideration”	: means balance of the Initial Consideration in the amount of HK\$100,000,000.00 to be paid by the Purchaser pursuant to Clause 4.4.2;
“Bowen Mortgage”	: means the mortgage dated 17 December 2021 on the Bowen Property and registered in the Land Registry by Memorial No. 21122402030016;
“Bowen Property”	: means Duplex Apartment 9B on 9/F & 10/F, and Car Parking Space No. 106 on the Second Level Basement at No. 6A Bowen Road, Hong Kong;
“Business Day”	: means 9:00 a.m. to 5:00 p.m. on any day (other than a Saturday, Sunday, a general holiday in Hong Kong or a day on which a tropical cyclone warning no. 8 or a “black” rainstorm warning is hoisted at any time between 9:00 a.m. and 5:00 p.m.);
“BVI”	: means British Virgin Islands;

- “CMBC”** : means CMBC Capital Finance Limited;
- “Completion”** : means completion of the sale and purchase of the Sale Shares and the assignment of the Sale Loan pursuant to Clause 6;
- “Completion Date”** : means a date falling within 10 Business Days after the fulfilment (or waiver, as the case may be) of the Conditions, or such other date as the Vendors and the Purchaser may agree in writing, which must be a Business Day;
- “Completion Management Accounts”** : means the proforma accounts of the Company (comprising a proforma statement of comprehensive income and a proforma statement of financial position) for the period commencing from 1 September 2023 and ending on, and as at, the Completion Date, duly certified by a director of the Company to be true and accurate;
- “Condition(s)”** : means the condition(s) precedent for completion of the sale and purchase of the Sale Shares and the assignment of the Sale Loan as set out in Clause 2.1;
- “Corporate Documents”** : means in relation to the Company, its certificate of incorporation, certificate of incorporation on change of name (if any) and its past and current business registration certificates (if any); register of members, register of directors, register of charges and other registers written up to the Completion Date; statutory records and minute books written up to the Completion Date; common seal, chops and all rubber stamps, share certificate books, cheque books, cheque stubs and bank statements (if any); receipt books; all other accounting records; copies of all tax returns and assessment (if any), receipted where the due dates for payment fell on or before the Completion Date; all correspondence (if any) with its solicitors, accountants or the Inland Revenue Department or other relevant tax authorities; all other documents and correspondence, if any, relating to the affairs of the Company; and all copies of its memorandum and articles of association;
- “Deed of Assignment”** : means the deed of assignment of the Sale Loan to be entered into among Silver Grant, the Purchaser and the Company in the form and substance as set out in **Schedule 5** hereto;
- “Deed of Release”** : means a deed of release in respect of the release, reassignment and/or discharge of the Share Charge

to be entered into by CMBC in favour of the Vendors in the form and substance to the reasonable satisfaction of the Purchaser;

- “Deed of Tax Indemnity”** : means the deed of tax indemnity to be executed by the Vendors in favour of the Purchaser and the Company in the form and substance as set out in **Schedule 6** hereto;
- “Deposit”** : means deposit in the amount of HK\$100,000,000.00 to be paid by the Purchaser pursuant to Clause 4.4.1;
- “Deposit Payment Date”** : means a date falling within 3 Business Days after obtaining the SPA Approval and the Formal Agreement Approval (or such other date as the Vendors and the Purchaser may agree in writing) on which the payment of the Deposit is to be made by the Purchaser to the Vendors, which must be a Business Day;
- “EGM”** : means the extraordinary general meeting of the shareholders of Silver Grant to be convened and held in accordance with the Listing Rules to consider and if thought fit to pass and approve the resolution(s) in relation to, inter alia, this Agreement and the Formal Agreement;
- “Encumbrances”** : means any mortgage, charge (whether fixed or floating), claim, equitable interest, lien, option, pledge, bill of sale, security interest or other encumbrance of any kind securing, right of first refusal, hypothecation, deed of trust, title retention or similar restriction of any kind (including any restriction on use, voting, transfer, receipt of income, or exercise of any other ownership interest) or interest under any contract or trust or any other third party interest of whatsoever nature over or in the relevant shares, assets or property; any proxy, power of attorney, voting trust agreement, trust interest, option; and **“encumber”** means to create, or permit to be created or subsisting, any of the foregoing
- “Facilities”** : means all or any credit facilities granted or to be granted by CMBC at any time or from time to time in favour of Silver Grant including without limitation a secured term loan facility in the aggregate amount of HK\$180,000,000 made to Silver Grant pursuant to the Facility Agreement;
- “Facility Agreement”** : means the facility agreement dated 17 December 2021 entered into between Silver Grant and CMBC

(as supplemented, modified or amended by the supplemental deed dated 5 January 2023 entered into among the Vendors, the Company and CMBC) in relation to a secured term loan facility in the aggregate amount of HK\$180,000,000 made to Silver Grant;

- “Formal Agreement”** : means the formal sale and purchase agreement dated on or about the date of this Agreement entered into between Silver Grant and Gao Jimmy Z. in respect of the sale and purchase of the Bowen Property;
- “Formal Agreement Approval”** : means the shareholders’ approval of Silver Grant in relation to, inter alia, the Formal Agreement and the transactions contemplated thereunder at the EGM;
- “HK\$”** : means Hong Kong dollars, the lawful currency of Hong Kong;
- “Initial Consideration”** : means HK\$200,000,000.00, being the initial consideration payable by the Purchaser to the Vendors for the sale and purchase of the Sale Shares and the assignment of the Sale Loan as set out in Clause 4.1;
- “Hong Kong”** : means the Hong Kong Special Administrative Region of the People’s Republic of China;
- “Listing Rules”** : means the Rules Governing the Listing of Securities on the Stock Exchange;
- “Management Accounts”** : means the unaudited management accounts of the Company comprising the statements of financial position as at the Management Accounts Date and the income statements for the period from 1 January 2023 to the Management Accounts Date, a copy of which has been initialled by the Vendors and the Purchaser for the purpose of identification;
- “Management Accounts Date”** : means 31 August 2023;
- “Material Adverse Change (or Effect)”** means any change, event, occurrence, state of facts (or effect), the consequence of which is to, or could reasonably be expected to materially and adversely affect the financial position, management, business or property, results of operations, legal or financing structure, business prospects or assets or liabilities of the Company and **“Material Adverse Change”** or **“Material Adverse Effect”** shall be construed accordingly;

“Mortgage”	: means the mortgage dated 17 December 2021 on the Property and registered in the Land Registry by Memorial No. 21122402030021;
“Mortgage Amount”	: means all moneys, present and future obligations and liabilities (whether actual or contingent) due, owing or incurred by Silver Grant and/or SG Hainan and/or the Company from time to time to CMBC in respect of the Facilities and all interest thereon and all other moneys, obligations and liabilities in respect of moneys which the Company and/or Silver Grant and/or SG Hainan covenant to pay to CMBC under the Facility Agreement and other finance documents as referred to in the Facility Agreement (which, for the avoidance of doubt, includes, among others, the Mortgage Items);
“Mortgaged Items”	: means the Mortgage, the Share Charge and the Bowen Mortgage;
“Parties” or “parties”	: means the parties to this Agreement and “Party” or “party” means any of them;
“Property”	: means the property more particularly described in Schedule 2 hereto;
“Purchaser’s Solicitors”	: means Messrs. Tung & Co., Solicitors at Office 1601, 16 th Floor, LHT Tower, 31 Queen’s Road Central, Hong Kong;
“Sale Loan”	: means all amounts, including principal and interest, owing by the Company to Silver Grant as at the Completion Date;
“Sale Shares”	: means the Silver Grant Share and the SG Hainan Share, representing the entire issued share capital of the Company as at the date of this Agreement and on Completion, being 2 Shares;
“SG Hainan Share”	: means one (1) Share legally owned by SG Hainan and more particularly described in Schedule 1 hereto;
“Shares”	: means existing ordinary shares in the capital of the Company and a “Share” shall be construed accordingly;
“Share Charge”	: means the share charge dated 17 December 2021 granted by the Vendors as chargors in favour of CMBC as chargee over the Sale Shares;

- “Silver Grant Share”** : means one (1) Share legally and beneficially owned by Silver Grant and more particularly described in **Schedule 1** hereto;
- “SPA Approval”** : means the shareholders’ approval of Silver Grant in relation to, inter alia, this Agreement and the transactions contemplated hereunder at the EGM;
- “Stock Exchange”** : means The Stock Exchange of Hong Kong Limited;
- “Tax” and “Taxation”** : means
- (a) any form of tax whenever created or imposed and whether of Hong Kong or elsewhere, payable to or imposed by any Taxation Authority and includes profits tax, provisional profits tax, interest tax, salaries tax, property tax, taxes on income, corporation tax, advance corporation tax, national insurance and social security contributions, capital gains tax, inheritance tax, capital transfer tax, developmental land tax, customs, excise and import duties, goods and services tax, ad valorem tax, estate duty, capital duty, stamp duty, payroll tax and other similar liabilities or contributions and any other taxes, levies, duties, charges, imposts, mandatory pension fund contributions or withholdings similar to, corresponding with, or replacing or replaced by any of the foregoing; and
 - (b) all charges, interest, penalties and fines, incidental or relating to any taxation falling within (a) above;
- “Taxation Authority”** : means the Inland Revenue Department of Hong Kong and/or any other revenue, customs, fiscal governmental, statutory, central, regional, state, provincial, local governmental or municipal authority, body or person, whether of Hong Kong or elsewhere;
- “Transaction Consideration”** : means the total consideration to be paid by the Purchaser to the Vendors for the sale and purchase of the Sale Shares and the assignment of the Sale Loan pursuant to Clause 4.3, after adjustment as set out in Clauses 4.3 and 7;

“Vendors’ Solicitors” : means Messrs. Joyce Chan & Co at Rooms 806-807, 8th Floor, Nan Fung Tower, No.88 Connaught Road Central, Hong Kong; and

“Warranties” : means the representations, warranties, undertakings or indemnities made or given by the Vendors to the Purchaser as contained in Clause 9 and **Schedule 3** hereto.

- 1.2 The headings of this Agreement are inserted for convenience only and shall be ignored in construing this Agreement.
- 1.3 References in this Agreement to the singular shall be deemed to include references to the plural and vice versa; references to one gender shall include all genders and references to any person shall include an individual, firm, body corporate or unincorporate.
- 1.4 References to any statute or statutory provision shall include any statute or statutory provision which amends or replaces or has amended or replaced it and shall include any subordinate legislation made under the relevant statute.
- 1.5 The Schedules form part of this Agreement and shall be interpreted and construed as though they were set out in this Agreement.
- 1.6 References herein to “Clauses”, “Recitals” and “Schedules” are references to clauses and recitals of and schedules to this Agreement.
- 1.7 The expressions “Vendors” and “Purchaser” include, their respective personal representatives, successors and permitted assigns.
- 1.8 All representations, warranties, undertakings, indemnities, agreements and obligations of the Vendors herein expressed or implied shall, unless the context requires otherwise, be deemed to be made, given or assumed by them jointly and severally.

2. CONDITIONS PRECEDENT

2.1 Completion is subject to and conditional upon:-

- 2.1.1 the obtaining of the SPA Approval at the EGM;
- 2.1.2 the obtaining of all necessary consents and approvals from third party in respect of this Agreement and the transactions contemplated hereunder, if applicable;
- 2.1.3 the Vendors having shown, given and proved that the Company has a good title to the Property in accordance with Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219 of the Laws of Hong Kong);
- 2.1.4 the Vendors having good title to the Sale Shares (free from all Encumbrances) and Silver Grant having good title to the Sale Loan (free from all Encumbrances);

- 2.1.5 the Warranties remaining true, complete and accurate and not misleading as at Completion in all material aspects; and
- 2.1.6 the Purchaser having completed the Review (as defined in Clause 5 below) of the Company and being reasonably satisfied with the result thereof.
- 2.2 Conditions set out in Clauses 2.1.1 and 2.1.2 cannot be waived by any Party. The Purchaser may in its absolute discretion at any time waive in writing any of the Conditions set out in Clauses 2.1.3 to 2.1.6 or any part thereof.
- 2.3 In the event that (a) the Conditions are not fulfilled (unless, in the case of Conditions set out in Clauses 2.1.3 to 2.1.6, waived by the Purchaser in whole or in part) on or before 31 December 2023 (or such other date as the Vendors and the Purchaser may agree in writing) (“**Long Stop Date**”), or (b) this Agreement becomes unconditional but the Formal Agreement does not become unconditional on or before the Long Stop Date, or (c) the Formal Agreement is terminated (whichever the earlier), this Agreement and the transactions contemplated hereunder shall terminate and be null and void, and that this Agreement shall have no further effect and no party hereto shall have any liability to any other party, save with respect to any antecedent breaches of this Agreement.

3. SALE AND PURCHASE OF THE SALE SHARES AND ASSIGNMENT OF THE SALE LOAN

- 3.1 Subject to the terms and conditions of this Agreement, (1) Silver Grant, as beneficial owner of the SG Hainan Share and as legal and beneficial owner of the Silver Grant Share and (2) SG Hainan, as legal owner of the SG Hainan Share, shall sell the Sale Shares and the Purchaser shall purchase the Sale Shares free from all Encumbrances and together with all rights now and hereafter attaching or accruing to them including the right to receive all dividends and distributions declared, made or paid in respect of the Sale Shares on the Completion Date.
- 3.2 Subject to the terms and conditions of this Agreement, Silver Grant shall sell and assign to the Purchaser and the Purchaser shall purchase and take an assignment from Silver Grant the benefits of and interest in the Sale Loan free from all Encumbrances and together with all rights and benefits attaching, accrued or accruing thereto on the Completion Date.
- 3.3 Neither of the Parties is obliged to complete the sale and purchase of any of the Sale Shares or the assignment of the Sale Loan unless the sale and purchase of all the Sale Shares and the assignment of the Sale Loan are completed simultaneously.

4. CONSIDERATION

- 4.1 The Initial Consideration of the sale and purchase of the Sale Shares and the assignment of the Sale Loan shall be HONG KONG DOLLARS TWO HUNDRED MILLION ONLY (HK\$200,000,000.00), which shall be subject to adjustment as set out in Clauses 4.4 and 7 below.
- 4.2 The consideration for the assignment of the Sale Loan shall be the nominal value of the Sale Loan and the consideration for the sale and purchase of the Sale Shares shall be the Initial Consideration less such nominal value of the Sale Loan.
- 4.3 The Transaction Consideration shall be calculated as follows:-

Transaction Consideration = Initial Consideration + Sum X - Sum Y

Where:-

Sum X = the aggregate amount of the following tangible assets of the Company for the periods up to (and including) the Completion Date as shown in the Completion Management Accounts:-

- (a) the aggregate amount of any cash and bank balance as shown in the Completion Management Accounts (if any);
- (b) sums receivable on account of management fee deposits, utilities deposits, and any other deposits or funds (if any) in respect of the Property; and
- (c) prepayments already paid on account of government rents and rates, management fees and other outgoings and expenses relating to the Property.

Sum Y = (d) the aggregate amount of the liabilities (except the Sale Loan and deferred tax liabilities) of the Company (whether actual or contingent) as at Completion Date as shown in the Completion Management Accounts; and

- (e) to the extent not already included under (d) above, accruals and provisions for outstanding expenses, outgoings, charges and costs (including government rents and rate, management fees and utility charges and other administrative and operating expenses and duties, but excluding deferred tax liabilities) payable in respect of the Property for the periods up to (and including) the Completion Date,

provided that the amount calculated from the notion of “**SUM X - SUM Y**” shall be capped at HK\$500,000.00.

For the avoidance of doubt, any charges, outgoings, costs and expenses relating to the Property and the Company in respect of time periods ending after the Completion Date shall be apportioned on a time basis, such that (as between the Vendors and the Purchaser) so much of the amounts concerned as are attributable to the durations of the relevant periods up to (and inclusive of) the Completion Date shall be allocated to the Vendors effectively and the amounts concerned attributable to the remaining durations of the relevant periods shall be effectively allocated to the Purchaser.

4.4 The Transaction Consideration shall be paid in the following manner:-

4.4.1 upon the Vendors producing satisfactory documentary proof issued by CMBC or its solicitors at least 5 Business Days prior to the Deposit Payment Date showing that the Mortgage Amount shall not be more than HK\$155,100,000.00 as at the Deposit Payment Date, the Deposit shall be paid by the Purchaser to Silver Grant for itself and on behalf of SG Hainan on the Deposit Payment Date; and

4.4.2 upon the Vendors producing satisfactory documentary proof issued by CMBC or its solicitors at least 5 Business Days prior to the Completion Date showing

that the Mortgage Amount shall not be more than HK\$155,100,000.00 as at the Completion Date but subject to adjustment as set out in Clauses 4.3 above and 7 below, the Balance of Initial Consideration shall be paid by the Purchaser to the Vendors on Completion in the following manner:

- (1) the Purchaser shall deliver to the Vendors' Solicitors cashier order(s) or solicitors' cheque(s) in favour of CMBC or its solicitors as required by CMBC or its solicitors the sum equal to the Balance of Initial Consideration for the part payment of the Mortgage Amount in the same sum for the release/discharge of the Mortgaged Items.

- 4.5 The Vendors shall, at their costs and expenses, prepare and deliver to the Purchaser or the Purchaser's Solicitors at least five (5) Business Days before the Completion Date the draft Completion Management Accounts.
- 4.6 Unless otherwise specified or agreed among the Vendors and the Purchaser in writing, the Balance of Initial Consideration to be made under this Clause 4 shall be made by cashier order(s) drawn on licensed bank(s) in Hong Kong or solicitors' cheque(s).

5 DUE DILIGENCE

The Purchaser shall be entitled (but not obliged) to inspect documents and information of the Company including without limitation to those relating to the Company's assets, liabilities, contracts, commitments and business, financial and legal aspects for the purpose of conducting due diligence review on the Company ("**Review**"). In order to facilitate the Review, the Vendors shall use their reasonable endeavours to, upon reasonable notice, procure that the Purchaser and/or any persons authorised by it shall be given such information, data and documents relating to the Company and within business hours, such access to the premises and all books, title deeds, records, accounts and other documentation of the Company as the Purchaser and/or its authorised persons may reasonably request.

6. COMPLETION

- 6.1 Completion shall take place on or before 2:00 p.m. on the Completion Date at the office of the Purchaser's Solicitors (or at such other place as shall be mutually agreed in writing between the Vendors and the Purchaser), when the following business shall be simultaneously transacted:-

6.1.1 the Vendors shall deliver to the Purchaser or the Purchaser's Solicitors:-

- (i) a duly completed and executed instrument of transfer and sold note in respect of the Silver Grant Share by Silver Grant in favour of the Purchaser or its nominee(s);
- (ii) a duly completed and executed instrument of transfer in respect of the SG Hainan Share by SG Hainan in favour of the Purchaser or its nominee(s), together with a duly completed and executed sold note in respect of the SG Hainan Share by Silver Grant as beneficial owner in favour of the Purchaser or its nominee(s);

- (iii) certified true copy of the resolutions of the shareholders of Silver Grant approving this Agreement and the transactions contemplated hereunder as well as the Formal Agreement and the transactions contemplated thereunder;
- (iv) certified true copy of board resolutions of Silver Grant approving and authorising the entering into, the execution and the completion of this Agreement, the Deed of Assignment, the Deed of Tax Indemnity and approving the respective transactions contemplated hereunder and thereunder as well as the execution of the relevant document(s) referred to in Clauses 6.1.1(i) and 6.1.1(ii);
- (v) certified true copy of board resolutions of SG Hainan approving and authorising the entering into, the execution and the completion of this Agreement, the Deed of Tax Indemnity and approving the respective transactions contemplated hereunder and thereunder as well as the execution of the relevant document(s) referred to in Clause 6.1.1(ii);
- (vi) a letter from the Vendors' Solicitors confirming that they have received cheque(s) or cashier order(s) in favour of CMBC or its solicitors from Silver Grant in the sum not less than the Mortgage Amount as at the Completion Date less HK\$150,000,000.00;
- (vii) all Corporate Documents, records, books, title deeds, documents, contracts, instruments, insurance policies, receipts, licences and other items belonging or relating to the Company as may be requested by the Purchaser which are in the possession of or are held by the Company or the Vendors;
- (viii) letters of resignation, in the form set out in **Schedule 4**, duly signed by all the existing director(s) (the "**Outgoing Directors**") and secretary (the "**Outgoing Secretary**") of the Company free from all claims with effect from the Completion Date;
- (ix) the Deed of Assignment duly executed by Silver Grant and the Company in favour of the Purchaser;
- (x) the Deed of Tax Indemnity duly executed by the Vendors in favour of the Purchaser and the Company;
- (xi) insofar as the same has not been delivered to the Purchaser's Solicitors prior to Completion, all title deeds and documents relating to the Property (except for the Mortgage which shall be delivered to the Purchaser's Solicitors in accordance with Clause 6.1.3(1) below);
- (xii) certified true copy of the board resolutions of the Company approving the matters set out in Clause 6.1.2;
- (xiii) a certificate duly signed by the Vendors confirming that Conditions 2.1.2 (so far as it relates to the Vendors) and 2.1.5 have been fulfilled as at

Completion unless the same have been otherwise waived by the Purchaser in writing;

- (xiv) evidence to show that all or certain bank and/or securities account(s) maintained by the Company had been closed on or before the Completion Date, or necessary documents signed by the Vendors for change of authorised bank signatories of all or certain bank and/or securities account(s) of the Company and the existing instructions to operate such account(s), if required by the Purchaser at its direction;
- (xv) the Schedule of Landed Properties (IRSD Form 102) in relation to the Company duly completed, signed and/or certified by the Company, its director(s), manager(s) and/or authorised person(s);
- (xvi) vacant possession of the Property (unless otherwise agreed by the Vendors and the Purchaser);
- (xvii) share certificate(s) in respect of the Sale Shares in the name of the Purchaser and/or its nominee(s); and
- (xviii) such other document(s) as may be reasonably required to give a good title to the Sale Shares to the Purchaser and to enable the Purchaser or its nominee(s) to become the registered holder thereof.

6.1.2 the Vendors shall procure that a board meeting of the Company be held at which resolutions shall be passed, or written resolutions shall be passed by the board of directors of the Company, to:-

- (i) approve the transfer of the Sale Shares, subject to stamping (if required), to the Purchaser or its nominee(s) referred to above and the registration of such transfer and cancellation of the existing share certificates for the Sale Shares and authorise the issue of new certificate(s) for the Sale Shares in the name of the Purchaser and/or its nominee(s);
- (ii) approve the entering into and authorise the execution by such person(s) on behalf of the Company of the Deed of Assignment and the Deed of Tax Indemnity;
- (iii) appoint such person(s) as the Purchaser may nominate as director(s) and secretary(ies) of the Company and accept the resignation of the Outgoing Directors and the Outgoing Secretary of the Company, such appointment and resignation to take effect from the Completion Date;
- (iv) close all or certain bank or securities account(s) opened and maintained by the Company or change the authorised bank signatories of such account(s), if applicable;
- (v) change the address of the registered office of the Company in Hong Kong to such place as the Purchaser may direct in writing (if applicable); and

- (vi) such other matters shall be dealt with and resolved upon as the Purchaser shall reasonably require for the purposes of giving effect to this Agreement and the completion hereof.

6.1.3 an undertaking letter from the Vendors' Solicitors to the Purchaser's Solicitors on the Completion Date to deliver the following documents within 21 days after the Completion Date:-

(i) In relation to the Mortgage:

- (1) the Mortgage, together with the deed of release/receipt on discharge of the Mortgage to be dated no later than the Completion Date duly executed by CMBC;
- (2) certified copies of the power(s) of attorney authorising the attorney(s) of CMBC to execute the deed of release/receipt on discharge of the Mortgage if such deed/receipt is executed by attorney(s) of CMBC;
- (3) Form NM2 in relation to the Mortgage duly completed and signed by CMBC and/or its solicitors and the requisite filing fee of the Companies Registry in solicitor's cheque made payable to the Government of HKSAR;
- (4) (if applicable) a certified copy of the letter issued by CMBC confirming the non-revocation of the relevant power(s) of attorney as at the date of execution of the deed of release/receipt on discharge of the Mortgage if the power(s) of attorney come(s) into operation more than 12 months before the date of execution of the deed of release/receipt on discharge of the Mortgage; and
- (5) the memorial of the deed of release/receipt on discharge of the Mortgage duly completed and signed by the CMBC's solicitors who prepared the same and the requisite registration fee of the Land Registry in solicitor's cheque made payable to the Government of HKSAR.

(ii) In relation to the Share Charge:

- (1) the Deed of Release to be dated no later than the Completion Date duly executed by CMBC;
- (2) certified copies of the power(s) of attorney authorising the attorney(s) of CMBC to execute the Deed of Release if such deed is executed by attorney(s) of CMBC;
- (3) Form NM2 in relation to the Share Charge duly completed and signed by CMBC and/or its solicitors and the requisite filing fee of the Companies Registry in solicitor's cheque made payable to the Government of HKSAR;

- (4) (if applicable) a certified copy of the letter issued by CMBC confirming the non-revocation of the relevant power(s) of attorney as at the date of execution of the Deed of Release if the power(s) of attorney come(s) into operation more than 12 months before the date of execution of the Deed of Release;
- (5) all share certificate(s) in the name of the Vendors in respect of the Sale Shares; and
- (6) such documents previously delivered to CMBC pursuant to Clause 3.3.1 of the Share Charge.

6.1.4 the Vendors hereby undertake to the Purchaser to deliver the following documents in relation to the Share Charge within 35 days after the Completion Date:-

- (1) copy of a stamped version of the Notice of Satisfaction or Release of Charge to the Registrar of Corporate Affairs of the BVI duly completed, signed and filed by SG Hainan or its BVI legal advisers or registered BVI agent or the BVI legal advisers of CMBC in respect of the Deed of Release; and
- (2) certified copy of the certificate of discharge/certificate of satisfaction of charge issued by the Registrar of Corporate Affairs of the BVI in respect of the Deed of Release.

6.1.5 the Purchaser shall deliver to the Vendors or the Vendors' Solicitors:-

- (i) cashier order(s) or solicitors' cheque(s) in favour of CMBC as required by CMBC or its solicitors the sum equal to the Balance of Initial Consideration pursuant to Clause 4.4.2(1);
- (ii) certified true copy of the board resolutions of the Purchaser approving and authorising the entering into, the execution and the completion of this Agreement, the Deed of Assignment, the Deed of Tax Indemnity and approving the respective transactions contemplated hereunder and thereunder;
- (iii) the Deed of Assignment duly executed by the Purchaser; and
- (iv) two counterparts of the Deed of Tax Indemnity duly executed by the Purchaser.

6.2 The transactions described in Clause 6.1 shall take place at the same time so that in default of performance of any such transactions or any part thereof by either the Vendors or the Purchaser, the other of them shall not be obliged to complete the sale and purchase as aforesaid. Without prejudice to any other remedies which may be available to the Vendors or the Purchaser hereunder, if any provision of Clause 6.1 above is not complied with by the Purchaser or the Vendors (the one not so complying is hereinafter called the **"Defaulting Party"**) on the Completion Date, the other of them (the **"Non-Defaulting Party"**) may:

- 6.2.1 defer Completion to a date falling not more than 10 Business Days after the original Completion Date (so that the provisions of this Clause 6 (except this Clause 6.2) shall apply to the deferred Completion) provided that, time shall be of the essence as regards the deferred Completion and if Completion is not effected on such deferred date, the Non-Defaulting Party may rescind this Agreement and claim damages from the Defaulting Party; or
- 6.2.2 proceed to Completion so far as practicable (but without prejudice to the Non-Defaulting Party's rights hereunder insofar as the Defaulting Party shall not have complied with its obligations hereunder); or
- 6.2.3 rescind this Agreement by notice in writing and Clause 12.1 or 12.2 (as the case may be) shall apply; or
- 6.2.4 seek the Defaulting Party to specifically perform the provisions of this Agreement without prejudice to other remedy which the Non-Defaulting Party may have at law or in equity.

7. COMPLETION MANAGEMENT ACCOUNTS

- 7.1 The Vendors agree that they shall at their own costs and expenses deliver the Completion Management Accounts to the Purchaser or the Purchaser's Solicitors within seven (7) days after the Completion Date. If the Completion Management Accounts are agreed by the Purchaser and the Transaction Consideration calculated with reference to the Completion Management Accounts is less than the Initial Consideration paid by the Purchaser, the Vendors shall repay to the Purchaser the excess amount within five (5) Business Days from the date of receipt of the Completion Management Accounts. If, on the other hand, the Transaction Consideration calculated with reference to the Completion Management Accounts is more than the Initial Consideration paid by the Purchaser, the Purchaser shall pay to the Vendors the amount of such shortfall within five (5) Business Days from the date of receipt of the Completion Management Accounts. This clause shall survive completion.
- 7.2 Should there be any disagreement on the Completion Management Accounts, the Vendors shall engage an international firm of accountants to audit the Completion Management Accounts at their own costs and expenses and deliver the audited Completion Management Accounts to the Purchaser within sixty (60) days from the Completion Date and to cause the existing auditor of the Company to resign. If the Transaction Consideration calculated with reference to the audited Completion Management Accounts is less than the Initial Consideration paid by the Purchaser, the Vendors shall repay to the Purchaser the excess amount within five (5) Business Days of production of such accounts. If, on the other hand, the Transaction Consideration calculated with reference to such accounts is more than the Initial Consideration paid by the Purchaser, the Purchaser shall pay to the Vendors the amount of such shortfall within five (5) Business Days of production of such accounts. This clause shall survive completion.

8. PROPERTY

- 8.1 The Vendors shall give title of the Company to the Property in accordance with Section 13A of the Conveyancing and Property Ordinance (Cap.219 of the Laws of Hong Kong).

- 8.2 The Vendors shall show and prove the title of the Company to the Property in accordance with Section 13 of the Conveyancing and Property Ordinance (Cap.219 of the Laws of Hong Kong).
- 8.3 The Vendors jointly and severally undertake with the Purchaser that all title deeds and documents as relate exclusively to the Property for the purpose of giving title in accordance with Section 13A of the Conveyancing and Property Ordinance (Cap.219 of the Laws of Hong Kong) shall be delivered to the Purchaser's Solicitors in such manner as set out in this Agreement.
- 8.4 Any requisition or objection in respect of the title to the Property shall be delivered in writing to the Vendors' Solicitors within seven (7) Business Days after the date of receipt of the title deeds by the Purchaser's Solicitors from the Vendors' Solicitors and any further requisition on or objection to the reply from the Vendors' Solicitors shall be delivered in writing to the Vendors' Solicitors within seven (7) Business Days after the date of receipt of the said reply, otherwise the same shall be considered as waived and the Condition set out in Clause 2.1.3 shall be deemed satisfied or waived by the Purchaser.
- 8.5 The Purchaser acknowledges and declares that it has inspected the Property prior to the signing of this Agreement and is aware that it is entering into this Agreement in reliance upon the present physical state and condition of the Property, i.e. on "as is" basis.

9. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 9.1 The Vendors hereby jointly and severally represent, warrant and undertake to the Purchaser that they shall procure the due and proper performance of their obligations under this Agreement and the transactions contemplated hereunder.
- 9.2 The Vendors hereby jointly and severally represent, warrant and undertake to the Purchaser in the terms set out in this Clause 9 and **Schedule 3** and that each of the Warranties is now and will at all times up to and including Completion, be true, complete and accurate in all material respects and not misleading in any material respect on the basis that they were deemed to be repeated at any time up to and including Completion and on the basis that a reference to such time is substituted for any express or implied reference to the date of this Agreement and such warranties and representations shall be deemed to be given by the Vendors at such time as well as at the time of this Agreement accordingly.
- 9.3 The Vendors shall use their reasonable endeavours to procure that no act shall be performed or omission allowed which would result in any of the Warranties being breached or misleading in any respect at any time up to and including the time of Completion.
- 9.4 The Vendors accept and acknowledge that the Purchaser is entering into this Agreement in reliance upon representations, warranties and undertakings under this Agreement and in the terms of the Warranties made by the Vendors.
- 9.5 Each of the Warranties shall be construed as a separate and independent warranty to the intent that the Purchaser shall have a separate claim and right of action in respect of any breach thereof and (except where expressly provided to the contrary) shall not be limited or restricted by reference to or inference from the terms of any other Warranty or any other term of this Agreement.

- 9.6 The Warranties shall not in any respect be extinguished or affected by Completion.
- 9.7 The Vendors jointly and severally undertake to the Purchaser that the Mortgage Amount shall not be more than HK\$155,100,000.00 as at the date of this Agreement and at all times up to the Completion Date.
- 9.8 The Vendors undertake to disclose to the Purchaser in writing as soon as practicable upon becoming aware of any matter occurring at any time prior to Completion which constitutes a breach of or is inconsistent with any of the Warranties or which renders any of the Warranties inaccurate or misleading (or which would with the lapse of time constitute a breach of or be inconsistent with any of the Warranties, or render any of them inaccurate or misleading, as if the Warranties were given at the time of such occurrence).
- 9.9 The rights and remedies of the Purchaser in respect of any breach of the Warranties shall not be affected by the Purchaser rescinding, or failing to rescind, this Agreement or any other event or matter whatsoever except by way of a specific and duly authorised written waiver or release by the Purchaser.
- 9.10 The Vendors hereby jointly and severally undertake to indemnify and keep indemnified the Purchaser on demand in full from and against all liabilities, losses, damages, claims, actions, costs and expenses which have been incurred or suffered by the Purchaser and/or the Company as a result of or in connection with any breach of any of the Warranties (including but not limited to (a) any diminution in the value of the assets of and any payment made or required to be made by the Purchaser or the Company, (b) any costs and expenses incurred as a result of such breach, and (c) all costs, expenses, damages and liabilities reasonably incurred either before or after the commencement of any action in connection with the settlement of any claim, and (d) any tax liability of the Company arising as a consequence of any event which occurred on or before the Completion).
- 9.11 The Vendors hereby jointly agree and undertake to the Purchaser that they shall indemnify the Purchaser and the Company and keep them fully and effectively indemnified from and against all payments, sums, outgoings, fees, demands, claims, losses, damages, costs, charges, expenses, fines, penalties, liabilities, compensation and Tax which may be sustained, incurred or suffered by any of them in relation to Taxation payable by the Company resulting from or by reference to any income, profits, gains, transactions, events, matters or things earned, accrued, received, entered into or accruing up to the Completion Date. In this connection, the Vendors hereby jointly agree and undertake to execute the Deed of Tax Indemnity in favour of the Purchaser (for itself and as trustee for the Company) upon Completion.

10. FURTHER ASSURANCE

- 10.1 Each of the parties hereby undertakes to the others that, notwithstanding Completion, it will do all such acts and things and execute all such deeds and documents as may be necessary or desirable to carry into effect or to give legal effect this Agreement and the transactions hereby contemplated.

11. CONDUCT OF BUSINESS

- 11.1 The Vendors hereby jointly and severally undertake with the Purchaser that on and after the signing of this Agreement and at all times up to the Completion Date, the Vendors shall procure that the business of the Company will continue to be operated in a normal and prudent basis and in the ordinary course of day-to-day operations consistent with past practice and that they will not do or omit to do (or allow to be done) any act or thing not in the ordinary course of day-to-day operations which has a Material Adverse Effect on the Company and in particular (but without limiting the generality of the foregoing) will use their best endeavours to procure that save as provided in this Agreement, the Company shall not prior to the Completion Date, do, allow, or procure any act or permit any omission which would or might constitute a breach of any of the terms of this Agreement or the Warranties or any of their undertakings set out in this Agreement, save with the Purchaser's prior written consent.
- 11.2 Pending Completion, the Vendors shall procure that the Company and the director(s) of the Company shall not do any of the following matters, among others, without the prior written consent of the Purchaser, save in the ordinary course of business of the Company consistent with its previous practice or for carrying out the transactions contemplated hereunder:-
- (a) create, allot or issue or agree to create, allot or issue any of its shares, securities or loan capital or grant or agree to grant any option over or right to acquire any of its shares, securities or loan capital or purchase or redeem any shares or other securities of the Company;
 - (b) vary any rights attaching to any shares or other securities in the capital of the Company;
 - (c) consolidate or merge with or acquire any other business;
 - (d) issue any debentures or other securities convertible into shares or debentures or interests;
 - (e) borrow or otherwise raise money or incur any indebtedness or create any security;
 - (f) enter into any capital commitment or undertake or incur any contingent liability;
 - (g) sell, transfer, lease, license or in any other way dispose of any of the assets, business or undertaking of the Company or any interest therein or contract to do so save as otherwise provided herein;
 - (h) create or assume any guarantee or indemnity for or otherwise secure the liabilities or obligations of any person, including and without limitation the creation or assumption of any guarantee or to act as guarantor for the Vendors or their respective associates;
 - (i) enter into, make, amend or terminate any acquisition, disposal, contract, loan, guarantee or other arrangement with the Vendors or their associates or which the Vendors or their respective associates may have a direct or indirect interest save as otherwise provided herein;

- (j) borrow any further sums of money or increase the liabilities of the Company by whatever means;
- (k) sell or purchase any freehold or leasehold property or any interest therein save as otherwise provided herein;
- (l) in any respect depart from its ordinary course of business;
- (m) create or permit to arise any lien, charge, pledge, mortgage or other security interest on to or in respect of any of its undertaking, property or asset;
- (n) give any security for any loan made by the Vendors or their respective associates (if any) to the Company save as disclosed in this Agreement;
- (o) provide any financial assistance to the Vendors or their respective associates save as disclosed in this Agreement;
- (p) create any Encumbrance on the Property or sell or otherwise dispose of the Property save as otherwise provided or disclosed herein;
- (q) declare, pay or make any dividends or other distributions;
- (r) pass any resolution the result of which would be the winding up, liquidation or receivership of the Company, or make any composition or arrangement with its creditors;
- (s) enter into, make, amend or terminate any material contract or transaction save as otherwise provided herein;
- (t) change or otherwise alter the memorandum and articles of association of the Company; or
- (u) consolidate, subdivide or convert any of the share capital of the Company.

11.3 The Vendors hereby jointly and severally undertake with the Purchaser that save for the licence granted to Silver Grant for occupying the Property which shall terminate on or prior to Completion, the Vendor shall not let or otherwise part with possession of the Property or any part thereof or enter into any tenancy agreement(s) with respect to the Property.

12. DEFAULT

12.1 Should the Purchaser fail to complete the purchase of the Sale Shares or the assignment of the Sale Loan in accordance with the terms and conditions of this Agreement (other than as a result of the default of the Vendors), the Vendors may forthwith determine this Agreement and the Vendors shall be entitled to forfeit out of the Deposit paid a sum equivalent to 10% of the Initial Consideration as liquidated damages and the Vendors shall have no further claim against the Purchaser.

- 12.2 Should the Vendors fail to complete the sale of the Sale Shares or the assignment of the Sale Loan in accordance with the terms and conditions of this Agreement (other than as a result of the default of the Purchaser), the Purchaser may forthwith determine this Agreement and the Vendors shall immediately compensate the Purchaser with a refund of all the Deposit paid by the Purchaser, together with a sum equivalent to 10% of the Initial Consideration as liquidated damages and the Purchaser shall have no further claim against the Vendors.

13. TIME AND WAIVER

- 13.1 Time shall in every respect be of the essence of this Agreement.
- 13.2 No time or indulgence given by any Party to the other Party shall be deemed or in any way be construed as a waiver of any of its rights and remedies hereunder.

14. NOTICES

- 14.1 Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the Vendors or the Purchaser at the following address set out below:-

TO SILVER GRANT:

Address : Suite 4901, 49th Floor, Office Tower, Convention Plaza, 1
Harbour Road, Wanchai, Hong Kong

Fax number : (852) 2802 9506

Email address : leong@silvergrant.com.hk

Attention : Mr. Leo Ng

TO SG HAINAN:

Address : Suite 4901, 49th Floor, Office Tower, Convention Plaza, 1
Harbour Road, Wanchai, Hong Kong

Fax number : (852) 2802 9506

Email address : leong@silvergrant.com.hk

Attention : Mr. Leo Ng

TO THE PURCHASER:

Address : Room 4013B, 40/F., Office Tower, Convention Plaza, 1
Harbour Road, Wanchai, Hong Kong

Fax number : (852) 2322 0663

Email address : jmgao@silvergrantgroup.com

Attention : Mr. Gao Jian Min

- 14.2 Any notice, demand or other communication so addressed to the relevant party shall be deemed to have been delivered (a) if sent by facsimile, on the date of transmission or (b) if delivered personally, when delivered or (c) if sent by post, 7 days if overseas and 48 hours if local after the date of posting or (d) if sent by email, when at least one of the relevant email address of the person to whom the communication is made has received the electronic email in legible form.

15. COSTS AND EXPENSES

- 15.1 Each of the Vendors and the Purchaser shall be responsible for its own costs and expenses (including legal fees) in relation to the preparation, execution and performance of this Agreement.
- 15.2 The Vendors and the Purchaser shall bear one half of the stamp duties payable on the sale and purchase of the Sale Shares and the assignment of the Sale Loan (if any).

16. ANNOUNCEMENT AND CONFIDENTIALITY

- 16.1 Save as required by (i) law, court order or regulatory rules, (ii) the Securities and Futures Commission of Hong Kong (the “SFC”), (iii) the Stock Exchange, or (iv) any other regulatory authority, no press or other announcement shall be made in connection with the subject matter of this Agreement by any of the parties hereto without the prior written consent of the other parties, where such consent shall not be unreasonably withheld or delayed.
- 16.2 Each of the parties hereby undertakes to the others that it shall treat as strictly confidential all information received or obtained by it or its employees, agents or advisers on the provisions of this Agreement, the negotiations leading up to this Agreement, the subject matter of this Agreement and subject to the provisions of Clause 16.3 that it will not at any time hereafter make use of or disclose or divulge to any person any such information and shall use their reasonable endeavours to prevent the publication or disclosure of any such information.
- 16.3 The restrictions contained in Clause 16.2 shall not apply so as to prevent the parties: -
- 16.3.1 from making any disclosure required by the Listing Rules or any applicable laws or statutory or regulatory rules, or otherwise as may be required by the Stock Exchange, the SFC or other applicable securities regulatory authority or supervisory or regulatory or governmental body to which the party is subject;
 - 16.3.2 from making any disclosure to any of its legal advisers for the purposes of obtaining advice (in each case provided always that the provisions of this Clause 16 shall apply to and each of the parties shall procure that they apply to and are observed in relation to, the use or disclosure by such persons of the information provided to them);
 - 16.3.3 from making any disclosure of any information which comes into the public domain otherwise by a breach of this Clause 16 by the parties; and
 - 16.3.4 from making any disclosure where the relevant disclosing party has obtained prior written consent to the disclosure from the other parties, where such consent shall not be unreasonably withheld or delayed.

17. GENERAL

- 17.1 This Agreement shall be binding on and shall enure for the benefits of the successors and assigns of the Parties but shall not be assigned by any Party without the prior written consent of the other Party.

- 17.2 No failure of any Party to exercise and no delay on its part in exercising any right hereunder will operate as a release or waiver thereof, nor will any single or partial exercise of any right under this Agreement preclude any other or further exercise of it or the exercise of any right or prejudice or affect any right against others under the same liability whether joint, several or otherwise.
- 17.3 Any variation to this Agreement shall be binding only if it is recorded in a document signed by all the Parties.
- 17.4 This Agreement constitutes the entire agreement and understanding between the Parties in connection with the subject-matter of this Agreement and supersedes all previous proposals, representations, warranties, agreements or undertakings relating thereto whether oral, written or otherwise and neither Party has relied on any such proposals, representations, warranties, agreements or undertakings.
- 17.5 If at any time any one or more provisions hereof is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, the validity, legality, enforceability or performance of the remaining provisions hereof shall not thereby in any way be affected or impaired.
- 17.6 This Agreement may be entered into in any number of counterparts and by the Parties to it on separate counterparts, each of which when so executed and delivered shall be the original, but all the counterparts shall together constitute one and the same instrument.

18. PROCESS AGENT

- 18.1 SG Hainan hereby irrevocably appoints Silver Grant of Suite 4901, 49th Floor, Office Tower, Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong as its service agent to receive and acknowledge on its behalf service of any notice, writ, summons, order, judgment or communication in relation to this Agreement and further agrees that any such legal process or notice shall be sufficiently served on it if delivered to such agent for service at its address for the time being in Hong Kong.
- 18.2 The Purchaser hereby irrevocably appoints Silver Grant Group (HK) Limited of Room 4013B, 40/F., Office Tower, Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong as its service agent to receive and acknowledge on its behalf service of any notice, writ, summons, order, judgment or communication in relation to this Agreement and further agrees that any such legal process or notice shall be sufficiently served on it if delivered to such agent for service at its address for the time being in Hong Kong.

19. THIRD PARTIES' RIGHTS

- 19.1 Notwithstanding that a term of this Agreement purports to confer a benefit on any person who is not a party to this Agreement, a person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any provisions of this Agreement.
- 19.2 The rights of the Parties to terminate, rescind or agree any variation, waiver or settlement under this Agreement are not subject to the consent of any other person.

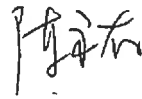
20. GOVERNING LAW

- 20.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the Parties agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong.

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

The Vendors

SIGNED by)
CHEN Yongcun)
duly authorised for and on behalf of)
SILVER GRANT INTERNATIONAL)
HOLDINGS GROUP LIMITED)
in the presence of :-)



Zeng Shanshan

SIGNED by)
NG Hoi Leung Leo)
duly authorised for and on behalf of)
SILVER GRANT HAINAN)
INVESTMENT (BVI) LIMITED)
in the presence of :-)


Lam Ching Kwan



The Purchaser

SIGNED by
Gao Jian Min
duly authorised for and on behalf of
SILVER GRANT GROUP LIMITED
in the presence of :-

) *For and on behalf of*
) **SILVER GRANT GROUP LIMITED**
) 銀建集團有限公司
) 
)
) *Authorized Signature(s)*



Chan Chung Hang Denise
Solicitor, Hong Kong SAR
Tung & Co.

SCHEDULE 1

DETAILS OF THE COMPANY

Name of company : REAL CHINA DEVELOPMENT LIMITED
(泰境發展有限公司)

Company number : 530207

Date of incorporation : 9 November 1995

Place of incorporation : Hong Kong

Issued share capital : 2 ordinary shares

Directors : Ng Hoi Leung Leo
Weng Jian
Zhu Honghai

Secretary : Ng Hoi Leung Leo

Registered office address : Room 4901, 49/F., Office Tower, Convention Plaza, 1
Harbour Road, Wanchai, Hong Kong

Shareholder(s) :

<u>Registered shareholder</u>	<u>Beneficial owner</u>	<u>No. of shares</u>
Silver Grant International Holdings Group Limited	Silver Grant International Holdings Group Limited	One
Silver Grant Hainan Investment (BVI) Limited	Silver Grant International Holdings Group Limited	One

SCHEDULE 2

THE PROPERTY

ALL THOSE 6,889 equal undivided 4,000,000th parts or shares of and in ALL THAT piece or parcel of ground registered in the Land Registry as INLAND LOT NO.8593 (the “Land”) And of and in the messuages erections and buildings thereon now known as “CONVENTION PLAZA” (the “Development”), No.1 Harbour Road, Hong Kong TOGETHER with the sole and exclusive right and privilege to hold use occupy and enjoy FIRST ALL THOSE OFFICES 1, 2 and 9 on the FORTY-NINTH FLOOR of the Office Tower of the Development.

SCHEDULE 3

THE WARRANTIES

The Vendors hereby jointly and severally represent and warrant and undertake to the Purchaser that all representations and statements of fact set out in this Schedule 3 are true, complete and accurate in all material respects as at the date hereof and at all times up to and as at Completion.

1. General information and powers of the Vendors

- (A) Each of Silver Grant and SG Hainan has full power to enter into this Agreement and to exercise its rights and perform its obligations hereunder and this Agreement shall, when executed, be a legal, valid and binding agreement on it and enforceable in accordance with its terms.
- (B) The execution, delivery and performance of this Agreement by the Vendors does not and will not violate in any respect any provision of (i) any law or regulation or any order or decree of any governmental authority, agency or court which is binding upon the Vendors or the Company or any of their assets prevailing as at the date of this Agreement and as at Completion; (ii) the laws and documents incorporating and constituting the Vendors or the Company prevailing as at the date of this Agreement and as at Completion; or (iii) any mortgage, contract or other undertaking or instrument to which the Vendors or the Company is a party or which is binding upon any of them or any of their assets, and do not and will not result in the creation or imposition of any Encumbrance on any of their assets pursuant to the provisions of any such mortgage, contract or other undertaking or instrument.
- (C) No consent of or filing or registration with or other requirement of any governmental department, authority or agency is required by the Vendors in relation to the valid execution, delivery or performance of this Agreement (or to ensure the validity or enforceability thereof) and the sale and purchase of the Sale Shares and the assignment of the Sale Loan.
- (D) No consent, licence, approval or authorisation of or filing or registration with or other requirement of any governmental department, authority or agency in Hong Kong or any jurisdiction in which each of Silver Grant and SG Hainan is incorporated or resides or any part thereof (but except approval / authorisation by the board of directors and/or members of each of Silver Grant and SG Hainan) is required of each of Silver Grant and SG Hainan or in connection with the valid execution, delivery or performance of this Agreement by it (or for ensuring the validity or enforceability thereof), the sale of the Sale Shares and the assignment of the Sale Loan provided hereunder.
- (E) As at the date of this Agreement and immediately prior to Completion, the information set out in Recitals (A) to (F) and Schedules 1 to 2 is true, accurate and complete in all respects.

2. **Sale Shares and Sale Loan**

- (A) SG Hainan is the sole legal owner of the SG Hainan Share.
- (B) Silver Grant is the sole beneficial owner of the SG Hainan Share.
- (C) Silver Grant is the sole legal and beneficial owner of the Silver Grant Share.
- (D) The Sale Shares were allotted and/or transferred and issued fully paid in accordance with the memorandum and articles of association of the Company and in compliance with all relevant laws.
- (E) As at the date hereof, the Sale Shares are subject to the Share Charge. On Completion, the Sale Shares will be free from any Encumbrances, claims, equities or pre-emptive or third party rights of whatsoever nature and together with all rights and entitlements attaching thereto. The Vendors are entitled to sell and transfer and will at Completion sell and transfer the full legal and beneficial ownership of the Sale Shares together with all rights and entitlements attaching thereto to the Purchaser or its nominee(s) free from all Encumbrances.
- (F) The Sale Shares comprise the whole of the issued and allotted share capital of the Company as at the date of this Agreement and at Completion. The Sale Shares are fully paid up and the Company has not exercised any lien over any of its issued shares and there is no outstanding call on the Sale Shares. There is no liability attaching to the Sale Shares.
- (G) The Sale Shares were duly allotted and issued fully paid, or credited as fully paid in accordance with the memorandum and articles of association of the Company and in compliance with all relevant laws of the jurisdiction in which the Company is incorporated and shall rank *pari passu* in all respects inter se and with all other shares of the Company.
- (H) The Sale Loan was made and extended in compliance with all relevant laws to which it is subject. The Sale Loan together with the rights, interests, benefits and title thereof and thereto are as at the date hereof, and will continue to be up to Completion, legally and beneficially owned by Silver Grant free from any and all Encumbrances. The Sale Loan constitutes direct, unconditional, unsecured, unsubordinated and general obligations of, and rank at least *pari passu* with all other existing unsecured obligations issued, created or assumed by, the Company, except for obligations accorded preference by mandatory provisions of applicable laws. The Sale Loan represents all outstanding indebtedness or liabilities (whether due or not) owing from the Company to the Vendors and their respective holding companies and their respective fellow subsidiaries as at the date hereof and immediately prior to Completion. Save for the Sale Loan, the Company does not have any indebtedness or liabilities of any nature (whether actual or contingent) to the Vendors or any of their respective holding companies or any of their fellow subsidiaries. The Sale Loan shall not be repaid, assigned or disposed of to any other person, nor any change or amendment or modification shall be made to the amount and terms of such Sale Loan prior to Completion. Save as provided for in this Agreement, no further indebtedness or liabilities shall be incurred or assumed or agreed to be incurred or assumed by the Company prior to Completion without the prior written consent of the Purchaser.

3. Compliance with legal requirements

- (A) The Company has duly and properly complied with all filing and registration requirements in respect of corporate or other documents imposed under the relevant laws of Hong Kong (including but not limited to the Companies Ordinance (Chapter 622 of the Laws of Hong Kong)).
- (B) The statutory books and minute books of the Company have been properly written up and compliance has been made with all legal requirements concerning the Company and all issues of shares, debentures or other securities thereof.
- (C) The Company and its directors have complied with all relevant legislation and obtained and complied with all necessary consents to carry on business whether in Hong Kong or elsewhere, including (but without limitation) legislation relating to companies and securities, real property, Taxation and prevention of corruption and have complied with all legal requirements in relation to any transactions to which the Company is or has been a party prior to Completion.
- (D) The Company has complied with the provisions of its memorandum and articles of association in all respects and has not committed any breach which would adversely affect the assets of the Company.
- (E) No events or omissions have occurred whereby the constitution, subsistence or corporate status of the Company has been or is likely to be materially and adversely affected.

4. Shares

- (A) The Company has no subsidiary or investment in any other company.
- (B) There is no option, right to acquire, mortgage, charge, pledge, lien or other form of security, Encumbrance or third party rights on, over or affecting any part of the unissued share capital or loan capital of the Company and there is no agreement or commitment to give or create any of the foregoing and no claim has been made by any person to be entitled to any of the foregoing which has not been waived in its entirety or satisfied in full.

5. Corporate matters

- (A) The Company is duly incorporated, validly existing and in good standing in all respects under the laws of the jurisdiction of its incorporation with full power and authority to own its assets and to carry on its business as it is now being conducted.
- (B) The minute books of directors' meetings and of shareholders' meetings respectively contain full and accurate records of all resolutions passed by the directors and shareholders respectively of the Company and no resolution has been passed by either the directors or shareholders of the Company which is not recorded in the relevant minute books.
- (C) The register of members/shareholders of the Company is correct, complete and has been properly written up and the Company has not received any application or request for rectification of its register of members/shareholders and no circumstances which might lead

to any such application or request for rectification of such register to be made have arisen or occurred.

- (D) The register of charges of the Company is correct, complete and has been properly written up and the Company has not received any application or request for rectification of its register of charges and no circumstances which might lead to any such application or request for rectification of such register to be made have arisen or occurred.
- (E) The copy of the memorandum and articles of association of the Company provided to the Purchaser is true, complete and accurate in all respects, has attached to it copies of all resolutions and other documents required by law to be so attached and fully set out the rights and restrictions attaching to each class, if any, of the share capital of the Company.

6. Accounts

(A) The Audited Accounts :-

- (i) were prepared in accordance with all applicable laws and with generally accepted accounting principles, standards and practices in Hong Kong at the time they were prepared;
- (ii) are true and accurate in all respects and include full provision for any bad and doubtful debt and all established liabilities, make proper and adequate provision for (or contain a note in accordance with good accounting practice in respect of) all deferred, disputed or contingent liabilities (whether liquidated or unliquidated) and all capital commitments of the Company as at the Accounts Date and the reserves and provisions (if any) made therein for all Taxation relating to any period on or before the Accounts Date are proper and adequate;
- (iii) give a true and fair view of the state of affairs and financial and trading positions of the Company at the Accounts Date; and
- (iv) are not adversely affected by any unusual, exceptional, extraordinary or non-recurring item which is not disclosed in the Audited Accounts.

(B) The Management Accounts :-

- (i) were prepared in accordance with all applicable laws and with generally accepted accounting principles, standards and practices in Hong Kong at the time they were prepared;
- (ii) are true and accurate in all respects and include full provision for any bad and doubtful debt and all established liabilities, make proper and adequate provision for (or contain a note in accordance with good accounting practice in respect of) all deferred, disputed or contingent liabilities (whether liquidated or unliquidated) and all capital commitments of the Company as at the Management Accounts Date and the reserves and provisions (if any) made therein for all Taxation relating to any period on or before the Management Accounts Date are proper and adequate;

- (iii) give a true and fair view of the state of affairs and financial and trading positions of the Company at the Management Accounts Date; and
 - (iv) are not adversely affected by any unusual, exceptional, extraordinary or non-recurring item which is not disclosed in the Management Accounts.
- (C) The Completion Management Accounts :-
- (i) shall be prepared in accordance with all applicable laws and with generally accepted accounting principles, standards and practices in Hong Kong at the time they are prepared;
 - (ii) shall include full provision for any bad and doubtful debt and all established liabilities, make proper and adequate provision for (or contain a note in accordance with good accounting practice in respect of) all deferred, disputed or contingent liabilities (whether liquidated or unliquidated) and all capital commitments of the Company as at the Completion Date;
 - (iii) shall give a true and fair view of the state of affairs and financial and trading positions of the Company at the Completion Date; and
 - (iv) shall not be adversely affected by any unusual, exceptional, extraordinary or non-recurring item which is not disclosed in the Completion Management Accounts.
- (D) The accounting and other books and records of the Company are in its possession, have been properly written up and accurately present and reflect in accordance with generally accepted accounting principles and standards all the transactions entered into by the Company or to which the Company has been a party and there are no inaccuracies or discrepancies of any kind contained or reflected in any of the said books and records, and they give and reflect a true and fair view of the financial, trading and contractual position of the Company and of its non-current and current and contingent assets and liabilities and debtors and creditors.
- (E) A consistent accounting policy has been adopted from the date of incorporation of the Company and there has been no material change thereof.
- (F) The Company has sufficient records relating to past events which are required to be maintained by it pursuant to any applicable law or regulation.
- (G) Save as disclosed in this Agreement :-
- (i) the Company has not entered into any contracts or commitments binding on it and there has not been any acquisition or disposal by the Company of fixed or capital assets or any agreement to effect the same;
 - (ii) there has not been any creation of liabilities by the Company;
 - (iii) no event has occurred as regards the Company which would entitle any third party to terminate any contract or any benefit enjoyed by the Company or call in any amount of money or indebtedness before the normal due date therefor;

- (iv) the Company has not increased any secured liability;
 - (v) no resolution of the Company in general meeting has been passed other than resolutions relating to the business of the annual general meeting which was not special business;
 - (vi) the Company has not declared, paid or made and is not proposing to declare, pay or make any dividend or other distribution;
 - (vii) the business of the Company has been carried on in the ordinary and usual course and in the same manner (including nature and scope) as in the past, no fixed asset or stock has been written up nor any debt written off, and no unusual or abnormal contract has been entered into by the Company; and
 - (viii) there has been no adverse change in the financial or trading position of the Company.
- (H) No part of the amounts included in the Audited Accounts and the Management Accounts or subsequently recorded in the books of the Company, as owing by any debtors, has been released on terms that any debtor pays less than the full book value of its debt, or has been written off, or has been proven to any extent to be irrecoverable, or is now regarded by the Company (as the case may be) as irrecoverable in whole or in part.
- (I) Since the Accounts Date, no dividend has been declared or paid or other distributions of capital made in respect of any share capital of the Company.

7. Financial matters

- (A) The Company will not, as at Completion, have outstanding other than the Sale Loan:-
- (i) any borrowing or indebtedness in the nature of borrowing or other credit facility;
 - (ii) any mortgage, charge or debenture or any obligation (including a conditional obligation) to create a mortgage, charge or debenture; or
 - (iii) any liabilities outstanding under any guarantee or other contingent obligation.
- (B) The Company has no capital commitment and is not engaged in any scheme or project requiring the expenditure of capital.

8. Assets

- (A) Save as disclosed in this Agreement, all assets used or owned by or in the possession of the Company :-
- (i) are legally and beneficially owned by the Company free from Encumbrances, any hire-purchase agreement or agreement for payment on deferred terms or bills of sale or lien, charge or other Encumbrance;

- (ii) are in the possession or under the control of the Company;
 - (iii) where purchased on terms that property does not pass until full payment has been made, will be paid for in full by the Company;
 - (iv) are not subject to any hire purchase, leasing arrangements or other arrangements of a similar nature; and
 - (v) comprise all the assets, property and rights which the Company owns.
- (B) The amount of all debts owing to the Company (less the amount of any provision or reserve for bad and doubtful debts included in the Audited Accounts and/or the Management Accounts) will be fully recoverable in the ordinary course.
- (C) The Company is not a party to any agreement for the hire, rent, hire purchase or purchase on deferred terms of any asset.
- (D) The Company does not own, or has not agreed to acquire, any shares or debentures in any other undertaking or any other securities.
- (E) The Company has done everything (whether by way of giving notice, registration, filing or otherwise) required or permitted to be done by it for the protection of its title to, or for the enforcement or the preservation of any order of priority of its title to, any property or rights (including the benefit of any debt, mortgage or charge) owned by it.
- (F) All records or other documents recording or evidencing any contract, licence, consent or other right of the Company or required for the exercise of any such right are in the possession or under the control of the Company.

9. Taxation

- (A) The Company has complied with all relevant legal requirements relating to registration or notification for Taxation purposes.
- (B) The Company has :-
- (i) paid all Taxation (if any) due to be paid before the date of this Agreement; and
 - (ii) taken all necessary steps to obtain any repayment of or relief from Taxation available to it.
- (C) The returns for Taxation purposes which ought to have been made by or in respect of the Company in Hong Kong or any other parts of the world, have been duly made and all such returns are up to date, correct and on a proper basis and are not the subject of any dispute with the relevant Taxation, revenue or other appropriate authorities.
- (D) The provisions (if any) included in the Audited Accounts, the Management Accounts and the Completion Management Accounts are sufficient to cover all Taxation in respect of all periods ending on or before the Accounts Date, the Management Accounts Date or the

Completion Date (as the case may be) for which the Company was then or might at any time thereafter become or have become liable.

- (E) The Company is not in dispute with any Taxation Authority and no such dispute is pending or threatened.
- (F) All Taxation which the Company is liable to pay prior to Completion has been or will be so paid prior to Completion.
- (G) All documents by virtue of which the Company has any right, title or interest or in the enforcement of which the Company is interested have been properly stamped.
- (H) No Taxation Authority has agreed to operate any special arrangement (that is, an arrangement which is not based on a strict application of all relevant Tax legislation, published extra-statutory concessions and published statements of practice) in relation to the affairs of the Company. All notices and other communications from Taxation Authorities requiring or permitting the Company to deal with its Tax affairs in a particular manner or on a particular basis are in the possession of the Company and copies thereof have been disclosed to the Purchaser.

10. Material transactions

- (A) The Company has not :-
 - (i) created any mortgage or charge or debenture (whether secured or unsecured) on the whole or any part of its assets (save for the Mortgage which will be released/discharged on or prior to Completion);
 - (ii) borrowed or lent any money which has not been repaid or increased any liability (whether or not secured) or incurred or entered into any other liability, transaction or contract save as disclosed in this Agreement;
 - (iii) issued or repaid or agreed to issue or repay any share or loan capital;
 - (iv) declared, made or paid any dividends or made any other distribution out of profits, reserves or capital and no loans or capital has been repaid in whole or in part;
 - (v) entered into any transaction (including but not limited to any sale or purchase of assets) or incurred any liabilities save as disclosed in this Agreement or provided for in this Agreement; or
 - (vi) issued any guarantee or indemnity or granted any security on behalf of any person or company save as disclosed in this Agreement.
- (B) None of the assets of the Company has been depleted by any unlawful act on the part of any person.

11. Employment arrangements

- (A) The Company has not employed any employees on or before the date of this Agreement and will not employ any employees on or before Completion.
- (B) There are not now outstanding, nor will there be outstanding at Completion, with respect to the Company :-
 - (i) any contracts of service with director(s), secretary(ies), employee(s) or consultant(s);
 - (ii) any agreements or arrangements to which the Company is a party for profit sharing, share incentives, share options, incentive payments or payment to employees of bonuses; or
 - (iii) any obligation or arrangement to pay any pension, gratuity, retirement annuity or benefit or any similar obligation or arrangement in favour of any person.

12. **Property**

- (A) The Property comprises all the property owned, occupied or otherwise used by the Company and all the estate, interest, right and title whatsoever of the Company in or in respect of any land or premises.
- (B) Save for the Mortgage which will be released/discharged on or prior to Completion, the Company is the registered and beneficial owner of the Property free from all Encumbrances and no other person or persons, whether in occupation or not, has any right or interest whatsoever whether legal, equitable or otherwise in the Property.
- (C) The Company has good and marketable title to the Property and as at Completion, the Company shall have good and marketable title to the Property free from all Encumbrances.
- (D) Save for the Mortgage which will be released/discharged on or prior to Completion, the Company has not contracted to sell or let or sub-let or grant any option over or otherwise dispose of its interest in or part with possession of the Property or any part thereof and the Company has not mortgaged, charged or otherwise encumbered such interest or agreed to do so.
- (E) Save for the Mortgage which will be released/discharged on or prior to Completion, pending Completion, the Company shall not transfer, sell, assign, further charge, mortgage or otherwise dispose of or in any other way deal with its interest in the Property or enter into any agreement to do any of the aforesaid.
- (F) The present use of the Property is not in contravention of any applicable laws or regulations. There are no adverse estates, rights, interests, restrictions, stipulations, easements or restrictive covenants of an unusual nature in the title deeds of the Property affecting the user of the Property and the present user of the Property is duly authorised under the terms of the Government Lease of the Property (the “**Government Lease**”) and is in accordance with the provisions of the Occupation Permit in respect of the development of which the Property forms part.
- (G) The premium, rent and other moneys reserved by or payable under the Government Lease and the terms, covenants and conditions contained in the Government Lease on the part of the

Company so far as the same relate to the Property have been duly paid, performed and observed up to the date hereof and will be duly paid, performed and observed up to Completion.

- (H) Nothing has been done or omitted on the Property or any part thereof on the part of the Company, the doing or omission of which is a contravention of any applicable laws and regulations or the Government Lease in so far as they relate to the Property.
- (I) There are no outstanding notices, orders, complaints or requirements issued by any governmental body, authority or department to the Company in respect of the Property or any part thereof or requiring compliance with the terms of the Government Lease. The Vendors jointly and severally undertake to notify the Purchaser promptly in writing of any notice, order, compliant or requirement received by any of them or the Company or upon the Company becoming aware of such notices, orders, complaints or requirements, from any governmental body, authority or department relating to any of the aforesaid matters.
- (J) The Vendors and the Company are not aware of, nor has the Company received any notice being issued under the Demolished Building (Redevelopment of Sites) Ordinance (Cap. 337), Land Development Corporation Ordinance (Cap. 15), Lands Resumption Ordinance (Cap.124 of the Laws of Hong Kong) or the Mass Transit Railway (Land Resumption and Related Provisions) Ordinance (Cap.276 of the Laws of Hong Kong) or any other form of notice or order of similar nature affecting the Property. The Property is not included in any lay-out plans (draft or approved) under the Town Planning Ordinance (Cap.131 of the Laws of Hong Kong). The Vendors jointly and severally undertake to notify the Purchaser promptly in writing of any notice, order, compliant or requirement received by any of them or the Company or upon the Company becoming aware of such notices, orders, complaints or requirements, from any governmental body, authority or department relating to any of the aforesaid matters.
- (K) The Vendors and the Company are not aware of, nor has the Company received, any notice or order from the any governmental authority or other competent authority or the Manager or Management Committee of the building of which the Property forms part (the “**Building**”) requiring the Company to demolish or reinstate any part of the Property. If the Vendors or the Company should be discovered on or prior to Completion that any such notice or order shall exist or any such notice or order shall be served or issued on or prior to Completion Date, the costs for such demolition or reinstatement shall be borne by the Vendors absolutely. The Vendors and/or the Company hereby undertake to notify the Purchaser forthwith in writing upon receipt of any of the aforesaid orders or notices.
- (L) The Vendors and the Company are not aware of, nor has the Company received, any notice or order from any governmental or other competent authority or the Manager or Management Committee of the Building requiring the Company as one of the co-owners of the Building to effect repair to any common part of the Building. If the Vendors or the Company should be discovered on or prior to Completion Date that any such notice or order exists or such notice or order is served or issued on or prior to the Completion, the costs for such repair shall be borne and paid by the Vendors absolutely. This warranty shall survive (if applicable) after Completion. The Vendors and/or the Company hereby undertake to notify the Purchaser forthwith in writing upon receipt of any of the aforesaid orders or notices.
- (M) During the period of two (2) years immediately preceding the date of this Agreement the Property is not and does not form part of the subject matter of (a) any order or decision for possession in any matter or form granted or deemed to have been granted by the Lands

Tribunal or the District Court or any Court of Record in Hong Kong under Section 53 of the Landlord and Tenant (Consolidation) Ordinance (Cap. 7) or (b) any application to the Lands Tribunal for the grant of a new tenancy which has been successfully or is deemed to have been successfully opposed under or pursuant to Section 119E or 119H of the Landlord and Tenant (Consolidation) Ordinance (Cap. 7) if the said sections of such ordinance apply to this Agreement.

- (N) There are no outstanding actions, disputes, claims or demands between the Company and any third party affecting the Property or any part thereof. The Vendors jointly and severally undertake to notify the Purchaser promptly in writing of any such actions, disputes, potential disputes, proceedings, claims, demands or liabilities (contingent or otherwise) if such were initiated, issued and/or (as the case may be) served before Completion or upon the Company becoming aware of such actions, disputes, potential disputes, proceedings, claims, demands or liabilities (contingent or otherwise).
- (O) The Property is held by the Company by way of long term investment.
- (P) The premium, rates, Government rent, management fees, property tax and all other outgoings in respect of the Property, which are due for payment on or before the Completion Date, have been duly paid up to Completion.
- (Q) The Company has good and valid policy of insurance in respect of the Property and the premiums in respect of such policy are fully paid up to the Completion Date.
- (R) The Vendors and the Company are not aware of, nor has the Company received, any notice, order, planning or other proposal or restriction made or intended to be made by any governmental body, authority or department concerning the compulsory acquisition or resumption of the Property or any part thereof or which would adversely affect the Property or any part thereof or the value of the Property.
- (S) The Company's good title to the Property is properly constituted by and can be deduced from documents of title which are in possession or under the control of the Company. The Company is in possession of all title deeds and documents that are required to give good title to the Property under the Conveyancing and Property Ordinance (Cap.219 of the Laws of Hong Kong) free from Encumbrances.
- (T) There are no circumstances which would entitle or require the Government of Hong Kong to exercise any powers of re-entry and taking possession of the Property under the Government Lease.
- (U) Save and except for the licence granted to Silver Grant for occupying the Property which shall be terminated on or prior to Completion, no other leases, tenancy agreements, licence agreements or agreements to part with possession or occupation or options to renew in any manner or commitments therefor have been entered into in relation to the Property, or any part thereof which is/are subsisting as at the date hereof.
- (V) Save as disclosed in this Agreement, no third party (whether related or otherwise) has any right or interest whatsoever, legal or equitable, in the Property. On Completion, no third party (whether related or otherwise) will have any right or interest whatsoever, legal or equitable, in the Property.

- (W) The Property is not involved in any litigation or subject to any court order for attachment, possession, etc.

13. Loans

- (A) There is no loan made to the Company which is outstanding except for the Sale Loan.
- (B) The Company has not factored any of its debts or engaged in any financing of a type which would not require to be shown or reflected in the Audited Accounts, the Management Accounts and the Completion Management Accounts.
- (C) Save as disclosed in this Agreement, the Company does not have any outstanding mortgage, charge, debenture or other loan capital or bank overdraft, loan or other similar indebtedness, financial facility, finance lease or hire purchase commitment or any guarantee or other contingent liability.
- (D) Save as disclosed in this Agreement, the Company has not given any guarantee, indemnity or other assurance to any other company or person, or create any encumbrance, mortgage, charge, pledge, lien or other security interest or any other agreement or arrangement having a similar effect on its assets.

14. Litigation

- (A) (i) The Company is not a party to any litigation, arbitration or prosecution or to any other legal or contractual proceeding or hearing before any statutory, regulatory or governmental body, department, board or agency or to any dispute or to the subject of any investigation by any authority; (ii) there is no litigation, arbitration, prosecution or other legal or contractual proceeding or investigation is threatened or pending either by or against the Company; and (iii) there is no fact or circumstance subsisting which might give rise to any such proceeding, investigation, hearing or to any dispute or to any payment and there is no unfulfilled or unsatisfied judgment or court order against the Company.
- (B) The Vendors are not a party to any litigation or legal proceeding of whatever description that will affect their beneficial ownership to the Sale Shares and/or the Sale Loan and there is no fact or circumstance subsisting which might give rise to any such litigation or legal proceedings.

15. Contracts and commitments

- (A) The Company has not carried on any business other than the holding and leasing of the Property. The Company has not entered into any material transaction or contract or incurred any material liabilities except in the ordinary course of its day-to-day business (i.e. holding of the Property) on normal commercial terms and on an arm's length basis for full value.
- (B) The Company has not entered into any agreement (whether by way of guarantee, indemnity, warranty, representation or otherwise) under which the Company is under any actual or contingent liability in respect of any disposal of its assets or business or any part thereof save as disclosed in this Agreement.

- (C) There will not be outstanding at Completion with respect to the Company any contract or arrangement to which the Company is a party other than utilities service agreements and insurance policies taken out in respect of the Property (if any).
- (D) No party to any agreement or arrangement with or under an obligation to the Company is in default under it, being a default which would be material in the context of the Company's financial or trading position and there are no circumstances likely to give rise to such a default.
- (E) The Company is not :-
- (i) in default under any agreement or obligation to which it is party or in respect of any other obligations or restrictions binding upon it (including but not limited to the Share Charge, the Mortgage, the occupancy undertaking and indemnity dated 17 December 2021 executed by the Company and Silver Grant in favour of CMBC (the "**Occupancy Undertaking**") and the alteration undertaking and indemnity dated 17 December 2021 executed by the Company and Silver Grant in favour of CMBC (the "**Alteration Undertaking**"); or
 - (ii) liable in respect of any representation or warranty (whether express or implied).
- (F) With respect to the Company, there is no :-
- (i) contractual arrangement between the Company and any party which will or may be legally terminated as a result of the execution or completion of this Agreement; or
 - (ii) liability for any statutory or governmental levy or charge other than for Taxation provision for which will be made in the Completion Management Accounts; or
 - (iii) power of attorney or other authority (express or implied) which is still outstanding or effective to or in favour of any person to enter into any contract or commitment or to do anything on its behalf; or
 - (iv) agreement or arrangement entered into by it otherwise than by way of bargain at arm's length; or
 - (v) contract entered into by it which contains any unusual or unduly onerous provision or which cannot readily be fulfilled or performed by it on time and without undue or unusual expenditure of money or effort.
- (G) The Company is not a party to or bound by any partnership or joint venture or other similar agreement for the conduct of any business.
- (H) The Company has complied with all the terms and conditions of, and undertakings given under, the Share Charge, the Mortgage, the Occupancy Undertaking and the Alteration Undertaking in all material respects.

16. **Insolvency**

- (A) No order has been made or resolution passed for the winding up of the Company and the Vendors and there is not outstanding :-
- (i) any petition or order for the winding up of the Company and the Vendors;
 - (ii) any receivership of the whole or any part of the undertaking or assets of the Company and the Vendors;
 - (iii) any petition or order for the administration of the Company and the Vendors; or
 - (iv) any voluntary arrangement between the Company and the Vendors and any of their respective creditors.
- (B) There is no circumstance which is known, or would on reasonable enquiry be known, to the Vendors and/or the Company and which would entitle any person to present a petition for the winding up or administration of the Company or the Vendors or to appoint a receiver of the whole or any part of their respective undertaking or assets.
- (C) No distress, execution or other process has been levied against the Company and the Vendors or action taken to repossess goods in the possession of the Company and the Vendors.
- (D) No floating charge created by the Company or the Vendors, as the case may be, has crystallised and there is no circumstance likely to cause such a floating charge to crystallise.
- (E) Each of the Company and the Vendors is not or has not been a party to any transaction which may be avoided in a winding up.

17. Miscellaneous

- (A) All representations, warranties and undertakings contained in the foregoing provisions of this Schedule shall be deemed to be repeated immediately before Completion and to relate to the facts then existing.
- (B) All information and documents given to the Purchaser and/or its professional advisers by the Vendors, the Company and the Vendors' Solicitors are when given true, complete and accurate in all material respects and will remain true, complete and accurate in all material respects up to Completion and there is no fact or matter which has not been disclosed, which may render any such information or documents untrue, incomplete or inaccurate or misleading at the date of this Agreement or which if disclosed might reasonably be expected to influence the Purchaser's decision to purchase the Sale Shares and the Sale Loan on the terms of this Agreement.

SCHEDULE 4

RESIGNATION LETTER

Date :

To : The Board of Directors
[Real China Development Limited]
[Room 4901, 49/F., Office Tower, Convention Plaza, 1 Harbour Road, Wanchai,
Hong Kong]

Dear Sirs,

Re: Resignation as [Director/Secretary]

I, [*], hereby resign as [director/secretary] of [Real China Development Limited] (the “**Company**”) with effect from the date hereof.

I confirm that I have no claim, demand, litigation or proceeding whatsoever whether present or future against the Company in respect of disbursements, compensation for loss of office, unpaid fees or otherwise howsoever.

SIGNED SEALED & DELIVERED BY)
[*])
in the presence of:-)

SCHEDULE 5
DEED OF ASSIGNMENT

Dated the _____ day of _____ [2023]

SILVER GRANT INTERNATIONAL HOLDINGS GROUP LIMITED

(銀建國際控股集團有限公司)

(as Assignor)

and

SILVER GRANT GROUP LIMITED

(as Assignee)

DEED OF ASSIGNMENT

in respect of

REAL CHINA DEVELOPMENT LIMITED

(泰境發展有限公司)

TUNG & CO.

Solicitors,

Office 1601, 16/F, LHT Tower,

31 Queen's Road Central,

Hong Kong

THIS DEED OF ASSIGNMENT is made on the day of

AND GIVEN BY

- (1) **SILVER GRANT INTERNATIONAL HOLDINGS GROUP LIMITED** (銀建國際控股集團有限公司), a company incorporated in Hong Kong with limited liability and whose registered office and principal place of business is at Suite 4901, 49th Floor, Office Tower, Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong, whose shares are listed on The Stock Exchange of Hong Kong Limited with stock code: 171 (the “**Assignor**”);

IN FAVOUR OF

- (2) **SILVER GRANT GROUP LIMITED**, a company incorporated in British Virgin Islands with limited liability and whose registered office is at Sea Meadow House, Blackburne Highway, (P.O. Box 116), Road Town, Tortola, British Virgin Islands (the “**Assignee**”);

WITH CONSENT OF

- (3) **REAL CHINA DEVELOPMENT LIMITED** (泰境發展有限公司), a company incorporated in Hong Kong with limited liability and whose registered office is at Room 4901, 49/F., Office Tower, Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong (the “**Company**”).

WHEREAS:-

- (A) As at the date hereof, the Company is indebted to the Assignor in the amount of HK\$[*] (the “**Sale Loan**”).
- (B) Pursuant to an agreement (the “**Agreement**”) dated [*] for the sale and purchase of the entire issued share capital of the Company entered into among, inter alia, the Assignor as one of the vendors and the Assignee as purchaser, the Assignor agreed to transfer and assign and the Assignee agreed to take the assignment of the benefits and interests of and in the Sale Loan, subject to and upon the terms and conditions hereinafter appearing.
- (C) Upon the terms and conditions of this Deed, the Assignor agreed, inter alia, to assign unto the Assignee all the benefits and interests of and in the Sale Loan.

NOW THIS DEED WITNESSETH as follows:-

1. In consideration of the amount of HK\$[*], being the nominal value on a dollar-for-dollar basis of the Sale Loan as agreed under the Agreement, delivered by the Assignee to the Assignor pursuant to the Agreement (receipt of which is hereby acknowledged and confirmed by the Assignor), the Assignor as sole legal and beneficial owner hereby transfers and assigns unto the Assignee all the title, rights, interests and benefits of the Assignor to, in

and of the Sale Loan absolutely, free and clear from all encumbrances, and with immediate effect to the intent that the Assignee shall be solely and absolutely entitled to the same to the exclusion of the Assignor.

2. The Assignor hereby represents and warrants to the Assignee that:-
 - (a) all information contained in this Deed (including but not limited to the recital) is true and accurate;
 - (b) the Sale Loan is duly and validly subsisting and owing by the Company to the Assignor and free from all or any encumbrance, compromise, release, waiver and dealing or any agreement for any of the same and has not been repaid by the Company prior to the execution of this Deed;
 - (c) the Assignor has full right, power and authority to enter into this Deed and assign its rights, title, benefits and interests of, to and in the Sale Loan in the manner set out in this Deed without any consent or approval from any third party; and
 - (d) the Sale Loan has no fixed repayment date and is unsecured, interest free and repayable by the Company on demand;
3. The Assignor hereby covenants with the Assignee immediately on receipt of any payments or other money which may be received by the Assignor from the Company in respect of the Sale Loan, the Assignor shall pay such payments or other money so received to the Assignee and until such payment to hold the same on trust for the Assignee.
4. The Assignor will as soon as practicable after being called upon by the Assignee so to do execute all further assurances and do all acts and deeds as may be reasonably required by the Assignee to perfect the title of the Assignee to the Sale Loan.
5. All payments made by the Assignor under this Deed shall be made gross, free of any rights of counterclaim or set-off and without any deductions or withholdings of any nature.
6. The provisions of Clause 14 of the Agreement relating to service of notice shall (mutatis mutandis) be incorporated in and be deemed to be part of this Deed.
7. The Company hereby acknowledges, consents and confirms to the Assignee that, as from the date hereof, the Sale Loan is owed to the Assignee and the Company will henceforth make all payments due under the Sale Loan, and discharge all of its obligations in respect thereof, to the Assignee directly instead of to the Assignor.
8. This Deed constitutes express notice of the assignment of the Sale Loan by the Assignor to the Assignee and the Company, by execution hereof, acknowledges

such notice.

9. This Deed shall be binding on and enure for the benefit for each party's successors and assigns (as the case may be), but no assignment may be made by the Company in respect of any of its rights or obligations in relation to the Sale Loan without the prior written consent of the Assignee.
10. Unless otherwise provided herein, a person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any term of this Deed.
11. This Deed is governed by and shall be construed in accordance with the laws of Hong Kong and the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts in relation to any proceeding arising out of or in connection with this Deed but this Deed may be enforced in any court of competent jurisdiction.
12. The Assignee hereby irrevocably appoints Silver Grant Group (HK) Limited of Room 4013B, 40/F., Office Tower, Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong as its service agent to receive and acknowledge on its behalf service of any notice, writ, summons, order, judgment or communication in relation to this Deed and further agrees that any such legal process or notice shall be sufficiently served on it if delivered to such agent for service at its address for the time being in Hong Kong.

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

The Assignor

SEALED with the Common Seal of)
SILVER GRANT INTERNATIONAL)
HOLDINGS GROUP LIMITED)
and signed by)
))
duly authorised by its board of directors,)
in the presence of:-)

The Assignee

SEALED with the Common Seal of)
SILVER GRANT GROUP LIMITED)
and signed by)
)
duly authorised by its board of directors,)
in the presence of:-)

The Company

SEALED with the Common Seal of)
REAL CHINA DEVELOPMENT)
LIMITED)
and signed by)
)
duly authorised by its board of directors,)
in the presence of:-)

SCHEDULE 6

DEED OF TAX INDEMNITY

Dated the _____ day of _____ [2023]

SILVER GRANT INTERNATIONAL HOLDINGS GROUP LIMITED
(銀建國際控股集團有限公司)

and

SILVER GRANT HAINAN INVESTMENT (BVI) LIMITED

in favour of

SILVER GRANT GROUP LIMITED

and

REAL CHINA DEVELOPMENT LIMITED
(泰境發展有限公司)

DEED OF TAX INDEMNITY

TUNG & CO.
Solicitors,
Office 1601, 16/F, LHT Tower,
31 Queen's Road Central,
Hong Kong

THIS DEED OF TAX INDEMNITY is made on the day of ,[2023]

BY:

- (1) **SILVER GRANT INTERNATIONAL HOLDINGS GROUP LIMITED (銀建國際控股集團有限公司)**, a company incorporated in Hong Kong with limited liability and whose registered office and principal place of business in Hong Kong is at Suite 4901, 49th Floor, Office Tower, Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong, whose shares are listed on The Stock Exchange of Hong Kong Limited with stock code: 171 (“**Silver Grant**”);
- (2) **SILVER GRANT HAINAN INVESTMENT (BVI) LIMITED**, a company incorporated in British Virgin Islands with limited liability and whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (“**SG Hainan**”, together with Silver Grant, collectively referred to as the “**Covenantors**”);

IN FAVOUR OF:

- (3) **SILVER GRANT GROUP LIMITED**, a company incorporated in British Virgin Islands with limited liability and whose registered office is at Sea Meadow House, Blackburne Highway, (P.O. Box 116), Road Town, Tortola, British Virgin Islands (the “**Purchaser**”); and
- (4) **REAL CHINA DEVELOPMENT LIMITED (泰境發展有限公司)**, a company incorporated in Hong Kong with limited liability and whose registered office is at Room 4901, 49/F., Office Tower, Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong (the “**Company**”, together with the Purchaser, collectively referred to as the “**Indemnified Parties**”).

WHEREAS :-

- (A) By an agreement dated [*] (the “**Agreement**”) entered into between the Covenantors (as seller) and the Purchaser (as buyer), (1) the Covenantors agreed to sell and the Purchaser agreed to purchase a total of 2 ordinary shares of the Company, representing the entire issued share capital of the Company (the “**Sale Shares**”); and (2) Silver Grant agreed to assign and the Purchaser agreed to take the assignment of the shareholder’s loan owing by the Company to Silver Grant, subject to the terms and conditions therein provided.
- (B) Pursuant to the Agreement, the Covenantors have agreed to execute this Deed in favour of the Indemnified Parties subject to the terms and conditions hereunder appearing.

NOW THIS DEED WITNESSETH as follows :-

1. INTERPRETATION

- 1.1 Words and expressions used herein, unless otherwise expressed or required by the context, shall have the same meanings as those used or defined in the Agreement.
- 1.2 In this Deed, in addition to the definitions in the Agreement, the following words and expressions shall have the meanings ascribed to each of them respectively below:

“Claim” includes in respect of Taxation, any assessment, notice, demand or other document issued or action taken by or on behalf of the Inland Revenue Department of Hong Kong or any other statutory or governmental authority whatsoever in Hong Kong or in any other part of the world under which any of the Indemnified Parties is liable or is sought to be made liable for any payment of any form of Taxation or is deprived of any Relief which Relief would, but for the Claim, have been available to such Indemnified Parties;

“Costs” include payments, sums, outgoings, fees, demands, claims, losses, damages, costs (including, but not limited to, legal and other professional costs), charges, expenses, fines, penalties, liabilities, compensation, and tax, in each case of any nature whatsoever;

“events” includes (without limitation) the death of any person, any action, omission or transaction whether or not any of the Indemnified Parties is a party thereto and references to the result of events, on or before the date hereof shall include the combined result of two or more events, one or more of which shall have taken place before the date of this Deed;

“Relief” means any relief, allowance, set-off or deduction in computing profits, right to repayment of Taxation available to any of the Indemnified Parties credit or granted by or pursuant to any legislation or otherwise relating to all forms of Taxation;

“Taxation”

- (i) any liability to any form of taxation, duty, impost, levy, rate, or other amount payable to any revenue, customs or fiscal authorities whenever created or imposed and whether of Hong Kong or of any other part of the world, including, without limitation, profits tax, provisional profits tax, interest tax, salaries tax, property tax, taxes on income, estate duty, capital duty, stamp duty, payroll tax, withholding tax, rates, customs and excise duties and other similar liabilities;
- (ii) in the event of deprivation of any Relief, the amount of such Relief, applying the relevant rates of Taxation in

force in the period or periods in respect of which Relief would have applied or (where the rate has at the relevant time not been fixed) the last known rate and assuming that Relief was capable of full utilisation by the Company, which shall be treated as an amount of Taxation for which liability has arisen; and

- (iii) all interest, penalties, costs, charges and expenses incidental or relating to the liability to Taxation or the deprivation of any Relief which is the subject of this Deed to the extent that the same is payable or suffered by any of the Indemnified Parties.

- 1.3 The expressions “Silver Grant”, “SG Hainan”, “Covenantor(s)”, “Purchaser”, “Company” and “Indemnified Person(s)” include their respective successors and permitted assigns.

2. INDEMNITY

- 2.1 Subject as hereinafter provided, the Covenantors hereby jointly and severally covenant and agree with each of the Indemnified Parties, that they will fully and effectually indemnify and at all times keep fully and effectually indemnified the Indemnified Parties from and against :-

- (a) the amount of any and all Taxation falling on any of the Indemnified Parties, resulting from or by reference to any income, profits, gains, transactions, events, matters or things earned, accrued, received, entered into or occurring up to and including the date of this Deed, whether alone or in conjunction with any other circumstances whenever occurring and whether or not such Taxation is chargeable against or attributable to any other person, firm or company, including any and all Taxation resulting from the receipt by any of the Indemnified Parties of any amounts paid by the Covenantors under this Deed;
- (b) any and all Taxation arising in respect of or in consequence of any failure of any of the Covenantors to discharge or pay any Taxation; and
- (b) any and all Costs which any of the Indemnified Parties may incur in connection with:-
 - (i) the settlement of any Claim under this Deed;
 - (ii) any legal proceedings in which any of the Indemnified Parties claims under or in respect of this Deed and in which judgement is given for any of the Indemnified Parties; and
 - (iii) the enforcement of any such settlement or judgement.

- 2.2 No claim under this Deed shall be made by more than one of the Indemnified Parties in respect of the same Taxation.

- 2.3 Any of the Indemnified Parties may bring an action against the Covenantors in respect of any Claim within seven (7) years from the date of this Deed and such Indemnified Party(ies)

shall give a written notice to the Covenantors setting out full and accurate details of the relevant Claim.

3. CLAIM

- 3.1 In the event of any Claim arising, the Indemnified Parties shall, by way of covenant but not as a condition precedent to the liability of the Covenantors hereunder, give or procure to give a written notice, as soon as practicable, to the Covenantors and, as regards any Claim, the Indemnified Parties shall, if directed in writing by the Covenantors, take such action to cause the Claim to be withdrawn, or to dispute, resist, appeal against, compromise or defend the Claim and any determination in respect thereof, but subject to it being indemnified and secured to its reasonable satisfaction by the Covenantors from and against any and all losses, liabilities (including additional Taxation), damages, interest, penalties, costs, charges and expenses which may be sustained or incurred.
- 3.2 Without the prior approval of the Indemnified Parties (which approval shall not be unreasonably withheld), the Covenantors shall make no settlement of any Claim nor agree any matter in the course of disputing any Claim likely to affect the amount thereof or the future taxation liability of any of the Indemnified Parties.
- 3.3 This Deed does not cover any Claim and the Covenantors shall be under no liability under this Deed in respect of Taxation:-
- (a) to the extent that provision has been made for such Taxation in the Audited Accounts, the Management Accounts and/or the Completion Management Accounts; or
 - (b) which would not have arisen but for any act or omission by each of the Indemnified Parties effected (including the sale or disposal of the Property or any part thereof) without the prior written consent or agreement of the Covenantors, or otherwise than in the ordinary course of business after the date of this Deed; or
 - (c) to the extent that such Claim arises or is incurred as a result of the imposition of Taxation as a consequence of any retrospective change in the law or practice coming into force after the date of this Deed or to the extent such Claim arises or is increased by an increase in rates of Taxation after the date of this Deed with retrospective effect.

4. REFUNDS

- 4.1 If, after the Covenantors have made any payment pursuant to this Deed, any of the Indemnified Parties shall receive a refund of all or part of the relevant Taxation in relation to that particular Claim, such Indemnified Party shall repay to the Covenantors a sum corresponding to the balance of the refund remaining after deducting the aggregate of (a) any costs, charges and expenses payable or sustained or incurred by such Indemnified Party in recovering such refund; and (b) the amount of any additional Taxation which may be suffered or incurred by such Indemnified Party in consequence of such refund.

5. NO WAIVER

- 5.1 No failure or delay by any party hereto in exercising any right, power or remedy under this Deed shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercising of any other right, power or remedy. No waiver by any party hereto of any breach of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof. No breach of any provision of this Deed shall be capable of being waived or discharged except with the express written consent of the Indemnified Parties.

6. NOTICES

- 6.1 The provisions of Clause 14 of the Agreement relating to service of notice shall (mutatis mutandis) be incorporated in and be deemed to be part of this Deed.

7. TIME OF ESSENCE

- 7.1 Time shall be of the essence of this Deed.

8. MISCELLANEOUS

- 8.1 This Deed shall enure for the benefit of and be binding on each party and its respective successors provided that none of the parties hereto may assign their respective rights and obligations hereunder without the others' prior written consent.
- 8.2 The terms and conditions herein contained constitute the entire agreement between the parties relating to the subject matter hereof and shall supersede all previous communications, oral or written, between the parties with respect to the subject matter hereof which are inconsistent with the provisions of this Deed.
- 8.3 Any provision of this Deed prohibited by or becomes unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed from this Deed and rendered ineffective so far as is possible without modifying the remaining provisions of this Deed. Where, however, the provisions of any such applicable law may be waived, they are hereby waived by the parties hereto to the full extent permitted by such law to the end that this Deed shall be valid, binding and enforceable in accordance with its terms.
- 8.4 In this Deed, where any liability is undertaken by two or more persons the liability of each of them shall be joint and several. If any party shall consist of two or more persons, all the covenants agreements undertakings obligations and liabilities herein expressed or implied on the part of that party shall be deemed to be joint and several.
- 8.5 Unless otherwise provided herein, a person who is not a party to this Deed shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any term of this Deed.

9. GOVERNING LAW AND JURISDICTION

- 9.1 This Deed shall be governed by and construed in all respects in accordance with the laws of the Hong Kong and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts in relation to any proceedings arising out of or in connection with this Deed, but this Deed may be enforced in any other courts of competent jurisdiction.
- 9.2 The Purchaser hereby irrevocably appoints Silver Grant Group (HK) Limited of Room 4013B, 40/F., Office Tower, Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong as its service agent to receive and acknowledge on its behalf service of any notice, writ, summons, order, judgment or communication in relation to this Deed and further agrees that any such legal process or notice shall be sufficiently served on it if delivered to such agent for service at its address for the time being in Hong Kong.
- 9.3 SG Hainan hereby irrevocably appoints Silver Grant of Suite 4901, 49th Floor, Office Tower, Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong as its service agent to receive and acknowledge on its behalf service of any notice, writ, summons, order, judgment or communication in relation to this Deed and further agrees that any such legal process or notice shall be sufficiently served on it if delivered to such agent for service at its address for the time being in Hong Kong.

IN WITNESS whereof the Covenantors have executed this Deed the day and year first above written.

The Covenantors

SEALED with the Common Seal of)
SILVER GRANT INTERNATIONAL)
HOLDINGS GROUP LIMITED)
and signed by)
))
duly authorised by its board of directors,)
in the presence of:-)

SEALED with the Common Seal of)
SILVER GRANT HAINAN)
INVESTMENT (BVI) LIMITED)
and signed by)
))
duly authorised by its board of directors,)
in the presence of:-)

The Purchaser

SIGNED by)
)
duly authorised for and on behalf of)
SILVER GRANT GROUP LIMITED)
in the presence of:-)

The Company

SIGNED by)
)
duly authorised for and on behalf of)
REAL CHINA DEVELOPMENT)
LIMITED)
in the presence of:-)