

## **PROVISIONAL AGREEMENT FOR SALE AND PURCHASE**

The Vendor (hereinafter described) agrees to sell and the Purchaser (hereinafter described) agrees to purchase the Property (hereinafter described) on the terms and conditions herein contained:-

### **1. VENDOR**

PRIME TALENT DEVELOPMENT LIMITED (the "Vendor").

### **2. PURCHASER**

GERMAN POOL (HONG KONG) LIMITED ("the Purchaser").

### **3. PROPERTY**

CAR PARKING SPACES NOS. P7, P8, P9 & P10 on 1<sup>st</sup> FLOOR & 28<sup>th</sup> FLOOR, RYKADAN CAPITAL TOWER No. 135 Hoi Bun Road, Kowloon erected on ALL THAT piece or parcel of ground registered in the Land Registry as THE REMAINING PORTION OF KWUN TONG INLAND LOT NO.526 ("the Property").

### **4. PURCHASE PRICE**

HK\$81,763,200.00 ("Purchase Price").

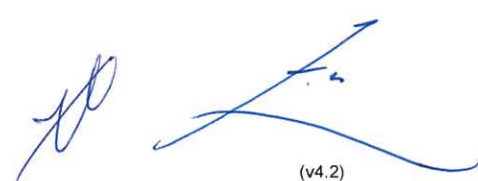
### **5. TERMS OF PAYMENT**

- (a) An initial deposit in the sum of HK\$4,088,160.00 shall be paid to the Vendor's solicitors as stakeholder upon signing of this Agreement.
- (b) A further deposit in the sum of HK\$4,088,160.00 shall be paid to the Vendor's solicitors as stakeholder on or before the 17 day of December 2024.
- (c) The balance of the price equivalent to HK\$73,586,880.00 shall be paid to the Vendor upon completion of Sale and Purchase.

All deposits payable by the Purchaser shall be paid to the Vendor's solicitors as stakeholder who may release the said deposits to the Vendor provided that the balance of the purchase price is sufficient to discharge the existing legal charge/mortgage in respect of the Property.

### **6. FORMAL AGREEMENT FOR SALE AND PURCHASE**

The Purchaser shall on or before the 17 day of December 2024 sign the formal Agreement for Sale and Purchase ("Formal Agreement").



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**7. COMPLETION OF SALE & PURCHASE**

- (a) It shall take place at or before 5:00 p.m. of the 30<sup>th</sup> day of April 2025.
- (b) Completion is conditional upon this agreement and the transactions contemplated hereby having been approved by the shareholders of Rykadan Capital Limited in accordance with the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited. If the aforesaid condition precedent is not fulfilled by the 29<sup>th</sup> day of April 2025, the sale and purchase of the Property shall be annulled and cancelled and the Vendor shall return the initial deposit and the further deposit(s) (collectively referred to as “the Deposits”) paid hereunder to the Purchaser together with a sum equivalent to the amount of the Deposits within 10 business days thereafter but without any interest or cost and neither parties shall have any claim against each other and the parties hereto shall upon such payment at their own respective legal cost enter into and cause to be registered at the Land Registry a Cancellation Agreement to cancel the said sale and purchase of the Property.

**8. POSSESSION**

The Property is to be sold on an “as is” basis and subject to and with the benefit of existing tenancies lettings and licences (“Tenancies”) brief particulars of which are listed in Schedule 1 attached to this Agreement and the Vendor shall transfer the rental deposit to the Purchaser on completion. For those parts of the Property which are not subject to Tenancies or where any of such Tenancies shall expire or shall for any reason terminate and the relevant tenant or occupier shall have delivered vacant possession of the relevant portion of the Property (“Vacant Portion”), vacant possession of the Vacant Portion shall be delivered to the Purchaser upon completion.

**9. TITLE TO THE PROPERTY**

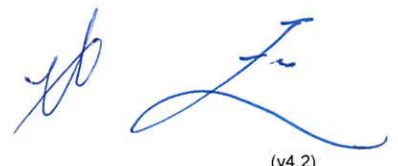
The Vendor shall give, show and prove good title to the Property at their own costs in accordance with sections 13 and 13A of the Conveyancing and Property Ordinance.

**10. ENCUMBRANCES**

The Property is to be assigned to the Purchaser or its nominee or sub-purchaser free from all encumbrances in accordance with the terms of this Agreement and the Formal Agreement on completion subject to any existing tenancies and lettings.

**11. LEGAL COSTS**

Each party to bear their own legal costs.



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**12. STAMP DUTY**

The stamp duty on this Agreement, the Formal Agreement and the subsequent Assignment shall be borne and paid by the Purchaser absolutely.

**13. TIME IS OF THE ESSENCE**

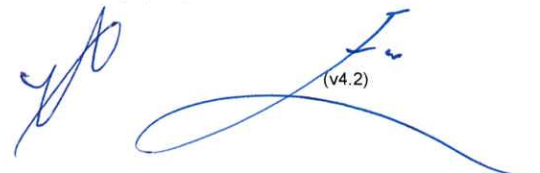
It is hereby declared by the parties hereto that time is of the essence of the terms and conditions contained in this Agreement.

**14. BINDING AGREEMENT**

This Agreement supersedes any and all oral or written agreements between the parties hereto with respect to the sale and purchase of the Property and it is the intention of both parties hereto that this Agreement shall be binding.

**15. SPECIAL CONDITIONS**

- (a) The Purchaser, having inspected and being satisfied with the Property and the installation and appliances (if any) incorporated in the Property, shall take the same on an "as is" basis and agrees to purchase the Property in the full knowledge of any unauthorized or illegal structures or alterations or non-compliance (if any) with the Buildings Ordinance (Cap.123) any fire safety regulations or directions or any other applicable legislations or regulations in the Property. The Purchaser hereby waives its right and agrees not to raise any objection or requisition on title in relation to any unauthorized or illegal structures or alterations or non-compliance with any fire safety regulations or directions or any other applicable legislations or regulations within or appertaining to the Property and the Purchaser shall be bound to complete the purchase without any compensation or reduction in Purchase Price notwithstanding any such unauthorized or illegal structures or alterations or non-compliance with any fire safety regulations or directions or any other applicable legislations or regulations.
- (b) If the Purchaser requires certified copies of any title documents in the Vendor's possession relating to other property retained by the Vendor for proof of title, the costs shall be borne by the Purchaser.
- (c) All requisitions and objections (if any) in respect of the title of the Property shall be delivered in writing to the Vendor's solicitors within 7 working days after the date of receipt of the title deeds and documents by the Purchaser's solicitors and further requisition on or objection to Vendor's solicitors reply to any requisition or objection previously raised by the Purchaser's solicitors shall be raised within seven (7) working days after the date of receipt of such reply by the Purchaser's



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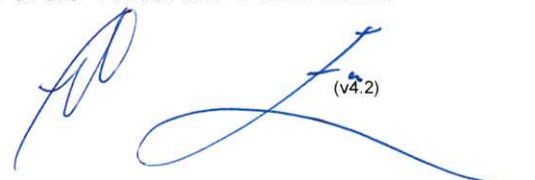


solicitors, in respect of which time is of the essence. The Purchaser shall be deemed to have waived his/her right to raise requisition if such requisition or objection is not delivered to the Vendor's solicitors within the time stipulated above. If the Purchaser shall make or insist on any objection or requisition in respect of the title or otherwise which the Vendor shall be unable or (on the ground of difficulty delay or expense or any other reasonable ground) unwilling to remove or comply with or if the title of the Vendor is defective for whatever reasons, the Vendor shall notwithstanding any previous negotiation or litigation, be at liberty to cancel the sale and purchase on giving to the Purchaser or his solicitors at least 5 working days' notice in writing to that effect, in which case unless the objection or requisition shall have been in the meantime withdrawn by the Purchaser or the same shall have been complied with or removed by the Vendor the sale and purchase shall on the expiry of the notice be cancelled and the Purchaser shall be entitled to a return of all the deposit already paid without interest the payment of such deposit shall be in full and final settlement of all claims whatsoever by the Purchaser against the Vendor hereunder or otherwise.

- (d) The Purchaser is entering into this Agreement on the basis of the terms hereof and not in reliance of any representation, undertaking or warranty whatsoever, whether written, oral, expressed or implied made by or on behalf of the Vendor. Such representation, undertaking or warranty (if any) shall be superseded by this Agreement, and the terms and conditions of this Agreement shall prevail.

#### **16. BREACH OF AGREEMENT**

- (a) If the Purchaser shall fail to comply with any of the provisions herein contained, without prejudice to the Vendor's right to claim against the Purchaser for breach of this Agreement, the deposit and any other money paid hereunder by the Purchaser up to 10% of the purchase price shall be absolutely forfeited to the Vendor whereupon the sale of the Property to the Purchaser shall be determined and the Vendor shall be free to re-sell the same to any other party without any notice to the Purchaser. The Vendor shall be entitled to recover from the Purchaser any deficiency in price in such resale and all reasonable expenses in connection therewith. In such event, should this Agreement be registered in the Land Registry by the Purchaser or by any person on his behalf, the Vendor or its agent may unilaterally sign and register a memorandum to vacate or cancel the registration of this Agreement from the register or record in the Land Registry.
- (b) If the Vendor shall (other than due to the default of the Purchaser) fail to complete the said sale in accordance with the terms hereof then all deposit(s) paid hereunder shall be returned to the Purchaser who shall also be entitled to recover from the Vendor such damages (if any) over and above the said deposit or (as the case may be) any further sum or sums of money paid hereunder as the Purchaser may sustain by reason of such failure on the part of the Vendor and it shall not be



necessary for the Purchaser to tender an Assignment to the Vendor.

- (c) Notwithstanding anything hereinbefore mentioned to the contrary or otherwise, nothing herein shall prevent either party from claiming against the other party for specific performance of this Agreement and/or damages in addition to the rights and remedies under sub-clause (a) above.

**17. SOLICITORS**

- (a) Vendor's Solicitors : Woo, Kwan, Lee & Lo (Sun Hung Kai Branch Office)  
(b) Purchaser's Solicitors : Yung, Yu, Yuen & Co.

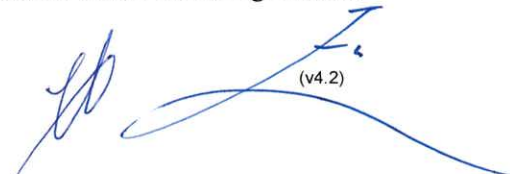
- 18.** This Agreement is not preceded by any unwritten sale agreement or agreement for sale made between the same parties hereto.

- 19.** The Property is a non-residential property within the meaning of section 29A(1) of the Stamp Duty Ordinance.

- 20.** It is expressly provided that the Contracts (Rights of Third Parties) Ordinance (Cap.623) shall not apply to this Agreement and nothing herein will create rights under the said Ordinance.

- 21.** It is hereby agreed and declared by the parties hereto as follows : -

- (a) That this Agreement is entered into by the parties hereto simultaneously with a similar Provisional Agreement for Sale and Purchase ("the Other Agreement") to be entered into by WIN EXPO ENTERPRISES LIMITED ("the Other Vendor") as vendor and GERMAN POOL (HONG KONG) LIMITED as purchaser ("the Other Purchaser") in respect of CAR PARKING SPACES NOS. P11, P12, P13 & P14 on 1<sup>st</sup> Floor & 27<sup>th</sup> Floor, RYKADAN CAPITAL TOWER No. 135 Hoi Bun Road, Kowloon erected on ALL THAT piece or parcel of ground registered in the Land Registry as THE REMAINING PORTION OF KWUN TONG INLAND LOT NO. 526.
- (b) That it is a condition of this Agreement that the transaction under the Other Agreement shall be completed simultaneously with the transaction under this Agreement;
- (c) That if the Other Vendor shall be in breach of the terms and conditions of the Other Agreement, the Vendor herein shall be deemed to be also in breach of the terms and conditions of this Agreement;
- (d) That if the Other Vendor shall be entitled to annul or rescind the Other Agreement under the terms and conditions of the Other Agreement, the Vendor herein shall also be entitled to annul or rescind this Agreement under the terms and conditions of this Agreement;
- (e) That if the Other Purchaser shall be in breach of the terms and conditions of the Other Agreement,



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the Purchaser herein shall be deemed to be also in breach of the terms and conditions of this Agreement; and

- (f) That if the Other Purchaser shall be entitled to annul or rescind the Other Agreement under the terms and conditions of the Other Agreement, the Purchaser herein shall also be entitled to annul or rescind this Agreement under the terms and conditions of this Agreement.

## 22. EXISTING MORTGAGE

The Property is at present subject to Mortgage Memorial No.14020400260105 ("the Existing Mortgage"). The Vendor undertakes to obtain at his own costs discharge/release of the Property from the Mortgage on completion. The Purchaser shall accept the Vendor's solicitors' undertaking to send to the Purchaser's solicitors the said discharge/release within 21 days after completion.

## 23. ESTATE AGENT

- (a) In consideration of the service rendered by Centaline Property Agency Limited ("the Agent"), subject to sub-clauses (b) and (c) below, the Vendor and the Purchaser agree that the Agent shall after this Agreement be entitled to receive HK\$2,044,080.00 from the Vendor and HK\$NIL from the Purchaser as commission, such commission shall be paid within 7 days after the date of completion.
- (b) If the sale and purchase of the Property is annulled and/or cancelled pursuant to clause 7(b) or clause 15(c) of this Agreement or by mutual agreement between the parties hereto, the Vendor and the Purchaser shall not be required to pay any commission or compensation to the Agent.
- (c) If in any cases (save and except the sale and purchase of the Property being annulled and/or cancelled by mutual agreement between the parties), either the Vendor or the Purchaser fails to complete the sale or purchase in the manner herein contained, the defaulting party shall forthwith pay to the Agent the commission stipulated in clause 23(a) hereinabove as liquidated damages.

Accepted by

For and on behalf of

For and on behalf of  
PRIME TALENT DEVELOPMENT LIMITED  
智譽發展有限公司

  
.....  
Authorized Signature(s)

The Vendor

Date: 03 DEC 2024

Accepted by

For and on behalf of

For and on behalf of  
GERMAN POOL (HONG KONG) LIMITED  
德國寶(香港)有限公司

  
.....  
Authorized Signature(s)

The Purchaser

Date: 03 DEC 2024

Acknowledge receipt of the cheque in the amount of HK\$4,088,160.00 being initial deposit as above mentioned.

## Schedule 1

### Short Particulars of Tenancy/Licence Agreement

- A. Premises: Room 2802 on 28<sup>th</sup> Floor, Rykadan Capital Tower, No. 135, Hoi Bun Road, Kowloon  
Date: 11<sup>th</sup> April 2023  
Name of Tenant / Licensee: Eurodrug Laboratories Limited  
Term of tenancy / Licence: Thirty Six (36) Months commencing from the 25<sup>th</sup> day of May 2023 and expiring on the 24<sup>th</sup> day of May 2026 (both days inclusive)
- B. Premises: Room 2804 on 28<sup>th</sup> Floor, Rykadan Capital Tower, No. 135, Hoi Bun Road, Kowloon  
Date: 29<sup>th</sup> December 2023  
Name of Tenant / Licensee: Mr. Chan Chi Ming Herman  
Term of tenancy / Licence: Twenty Four (24) Months commencing from the 23<sup>rd</sup> day of January 2024 and expiring on the 22<sup>nd</sup> day of January 2026 (both days inclusive)
- C. Premises: Car Parking Space No. P9 on 1<sup>st</sup> Floor, Rykadan Capital Tower, No. 135, Hoi Bun Road, Kowloon  
Date: 9<sup>th</sup> July 2020  
Name of Tenant / Licensee: Liaison Office of the Central People's Government in the HKSAR  
Term of tenancy / Licence: Monthly periodic
- D. Premises: Car Parking Space No. P10 on 1<sup>st</sup> Floor, Rykadan Capital Tower, No. 135, Hoi Bun Road, Kowloon  
Date: 1<sup>st</sup> January 2016  
Name of Tenant / Licensee: Giant Telecom Limited  
Term of tenancy / Licence: Monthly periodic



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