

THIS AGREEMENT is made the 17th day of December
Two Thousand and Twenty Four

BETWEEN the Vendor whose name(s), address(es)/registered office(s) and identification number/business registration number are more particularly set out in Part A of Schedule 1 hereto ("the Vendor") of the one part and the Purchaser whose name(s), address(es)/registered office(s) and identification number/business registration number are more particularly set out in Part B of Schedule 1 hereto ("the Purchaser") of the other part.

IT IS AGREED as follows:

1. (a) The Vendor shall sell and the Purchaser shall purchase ALL THOSE premises shortly described in Part C of Schedule 1 hereto and the appurtenances thereto and all the estate right title interest property claim and demand whatsoever of the Vendor therein and thereto ("the Property") for the residue of the term of years for which the same are held from the Government or absolutely as the case may be TOGETHER with the fixtures, fittings, furniture and/or electrical appliances installed therein as set out in Schedule 3 hereto ("the Furniture and/or Electrical Appliances").
(b) The Vendor hereby declares and warrants that he has good right and full power to sell the Furniture and/or Electrical Appliances to the Purchaser free from all incumbrances and that the same is not subject to any hire purchase, bill of sale, lien, credit sale agreement, or other third party claim. The Furniture and/or Electrical Appliances is sold by the Vendor on an "as is" basis and will be delivered by the Vendor to Purchaser on completion in such state and condition as they are at the date hereof, fair wear and tear excepted.
(c) For the avoidance of doubt, it is hereby expressly agreed that the failure by the Vendor to deliver the Furniture and/or Electrical Appliances or any part thereof to the Purchaser shall not entitle the Purchaser to terminate or rescind this Agreement who shall be obliged to complete the purchase in accordance with the provision of this Agreement. The remedy available to the Purchaser shall be a claim for damages only.
2. The purchase price shall be in the sum set out in Part H of Schedule 1 hereto which shall be paid and satisfied by the Purchaser to the Vendor in the manner set out in Schedule 2 hereto.
3. Completion shall take place at the offices of Messrs. Woo Kwan Lee & Lo at Room 2801, Sun Hung Kai Centre, No.30 Harbour Road, Wanchai, Hong Kong on or before the date specified in Part G of Schedule 1 hereto between the hours of 9:30 a.m. and 5:00 p.m. on a business day (defined as a day on which The Hongkong and Shanghai

Banking Corporation Limited is open for business and clearing of cheques in Hong Kong save and except Saturday, Sunday and a public holiday). The parties hereto expressly agree that completion of the sale and purchase shall be implemented by way of the solicitors' undertaking subject to the usual Law Society Qualifications.

4. (a) The Property is sold subject to and with the benefit of the existing tenancies ("the Tenancies"), brief particulars of which are set out in Schedule 5 hereto. The Purchaser shall take the Property subject to the rights of the tenant thereunder or by reason thereof and the Purchaser hereby undertakes and agrees to honour and give effect to the terms of the Tenancies and any option to renew therein mentioned as if he was the landlord named therein and shall indemnify the Vendor for all expenses losses and damages the Vendor may suffer as a result of a breach of this clause which shall survive 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.
- (b) The Vendor shall account to the Purchaser for the deposit held by the Vendor pursuant to the terms of the tenancy agreements of the Tenancies (less any deduction which may be made by the Vendor pursuant to the terms of the Tenancies), provided that the Purchaser shall indemnify the Vendor against any claim which may be made by the tenant against the Vendor for the refund of the said deposits (less any such deduction as aforesaid), such indemnities (in the form set out in Schedule 6 hereto) shall be delivered to the Vendor upon release of the said deposit.
- (c) In the event of the tenant having deposited with the Vendor or procured the deposit with the Vendor of a bank guarantee and/or personal guarantee in addition to cash deposit, the Purchaser acknowledges and accepts that the benefit of the bank guarantee and/or personal guarantee shall not be transferred to the Purchaser upon completion and the Vendor shall not be obliged to arrange or procure for any transfer, assignment or novation of any such bank guarantee and/or personal guarantee or for the issuance of any new or replacement bank guarantee or personal guarantee therefor. The Purchaser shall arrange with the tenant direct for the issuance of a new bank guarantee and/or personal guarantee in respect of the deposit held.
- (d) The Vendor hereby expressly excepts and reserves unto the Vendor the right, after as well as before completion, to claim from the tenant any arrears of rents

and other monies due and owing to the Vendor under the Tenancies up to and inclusive of the actual day of completion and all damages in respect of any breach of the Tenancies accrued up to completion and the Purchaser agrees to assign such right to the Vendor if so requested. The Purchaser shall give all reasonable assistance to the Vendor to recover such arrears of rents and monies including allowing the use of the Purchaser's name and (if required by the Vendor) granting a power of attorney, by virtue of which the Vendor is appointed as the Purchaser's attorney and empowered to sue for any such arrears and damages in the name of the Purchaser, in any proceedings against the tenant.

- (e) The Vendor gives no warranty as to whether there is any sub-tenancy from the tenant and the particulars thereof, if any, and gives no warranty as to the amount of rent lawfully recoverable from any tenant, as to the effect of any legislation in relation to any tenancy or as to compliance with any legislation affecting the same.
 - (f) The Vendor shall inform the Purchaser of any change in the disclosed terms and conditions of the Tenancies.
 - (g) Sub-clauses (f) shall not entitle the Vendor to agree to, or permit any change in the terms and conditions of any tenancy or its termination.
- 5. Time shall in every respect be of the essence of this Agreement.
 - 6. The Vendor shall on completion assign the Property in the capacity as set out in Part A of Schedule 1 hereto.
 - 7.
 - (a) The Vendor shall give title to the Property in accordance with Section 13A of the Conveyancing and Property Ordinance (Cap. 219). The Vendor shall, in accordance with Section 13 of the Conveyancing and Property Ordinance (Cap. 219), prove his title to the Property at the Vendor's own expense and shall at the like expense make and furnish to the Purchaser such certified copies of any deeds or documents of title, wills and matters of public record as may be necessary to prove such title. The costs of verifying the title by inspection and examination, including search fees, shall be borne by the Purchaser who shall also, if the Purchaser requires certified copies of any documents in the Vendor's possession relating to other premises retained by the Vendor as well as to the Property pay the cost of such certified copies.
 - (b) Such of the documents of title as are required for the purpose of giving title to the Property shall be delivered to the Purchaser. All other documents of title in the possession of the Vendor shall be retained by the Vendor who shall, if so required on completion of the sale, give to the Purchaser a covenant for safe custody thereof and for production and delivery of certified copies thereof, such

covenant to be prepared by the Purchaser.

- (c) Notwithstanding the provisions relating to the production of title deeds and documents of title in Section 13 of the Conveyancing and Property Ordinance (Cap. 219) and anything herein contained or otherwise implied to the contrary, it is hereby expressly agreed:-

- (i) that for the purpose of enabling the Purchaser to approve title and raise requisition or objection in respect of title to the Property, delivery to the Purchaser or his solicitors of photocopies of title deeds or documents of title which do not relate exclusively to the Property to which the Purchaser is entitled by law (hereinafter called "the said title deeds") by the Vendor shall be sufficient, provided the Vendor gives an undertaking to the Purchaser to furnish certified copies of the said title deeds within reasonable time but in any event not later than 30 days after completion, the cost and expense for procuring photocopies and certified copies of the said title deeds shall be borne by the Vendor; and
- (ii) that the failure of the Vendor to furnish certified copies of the said title deeds to the Purchaser on the date of completion shall not by itself be a ground for delay of completion by the Purchaser or be treated as or constitute a default or failure on the part of the Vendor to complete the sale and purchase in accordance with the terms of this Agreement.

8. Save as herein varied or extended there are incorporated into this Agreement as if they were herein written the conditions respectively on the part of the Vendor and the Purchaser set out in Part A of the Second Schedule to the Conveyancing and Property Ordinance (Cap. 219) and in case of conflict the Clauses as contained in this Agreement shall prevail.
9. Requisitions and objections (if any) in respect of the title shall be delivered in writing to the Vendor's solicitors within 7 business days after the date of receipt of the title deeds and documents in the possession of the Vendor by the Purchaser's solicitors, in respect of which time is of the essence. The Purchaser shall be deemed to have waived his right to raise requisition if no requisition or objection in respect of the title is delivered to the Vendor's solicitors within the time stipulated above. The reply of the Vendor's solicitors to any requisition or objection by the Purchaser's solicitors shall be deemed to have been waived by the Purchaser unless the Purchaser's solicitors object to such reply within 7 business days after the date of their receipt thereof, in respect of which time is of the essence. If the Purchaser shall make or insist on any objection or requisition either as to title or any matter appearing on the title deeds 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 shall be defective the Vendor shall notwithstanding any previous negotiation or litigation be at liberty by giving to the Purchaser or his solicitors not less than 5 business days' notice in writing to annul the sale in which case unless the objection or requisition shall have been in the meantime withdrawn by the Purchaser or the same shall have been removed or complied with by the Vendor the sale shall at the expiration of the said notice be annulled and the Purchaser shall be entitled to the return of the deposit or deposits and all other money paid by the Purchaser including the initial deposit to the Vendor forthwith but without interest costs or compensation to the Purchaser. The Purchaser shall thereupon return to the Vendor all title deeds and documents belonging to the Vendor in his possession in connection with the sale.

10. (a) The ad valorem stamp duty and registration fee payable on the preliminary agreement as specified in Part F of Schedule 1 hereto ("the Preliminary Agreement"), this Agreement, all subsequent agreement for sale and purchase (if any) and the subsequent Assignment made pursuant to this Agreement shall be borne by the Purchaser absolutely. The special stamp duty, if any, payable on this Agreement and the Assignment shall be borne and paid by the Vendor. The buyer's stamp duty, if any, payable on this Agreement and the Assignment shall be borne and paid by the Purchaser. The Purchaser shall procure the stamping of the Preliminary Agreement, this Agreement, all subsequent agreement for sale and purchase (if any) and the subsequent Assignment made pursuant to this Agreement within the statutorily prescribed time period. In the event of the consideration stated in the Preliminary Agreement, this Agreement and the subsequent Assignment not being accepted by the Collector of Stamp Revenue as representing the true value of the Property the additional stamp duties charged by him in accordance with his valuation of the Property shall be borne by the Purchaser absolutely.
- (b) The Purchaser shall indemnify and keep the Vendor fully indemnified against all penalty loss damages claims costs and expenses which the Vendor may suffer or incur arising from or as a result of any stamp duty not being fully or punctually paid by the Purchaser. This Clause 10(b) shall survive completion of the sale and purchase of the Property.
11. Each party shall bear his own solicitors' costs of and incidental to this Agreement and the subsequent Assignment Provided that such costs of the subsequent Assignment shall be calculated according to the scale charges of solicitors based on the purchase money of the Property mentioned herein or in the subsequent Assignment whichever

shall be the higher Provided further that for the purpose of the calculation of such costs of the subsequent Assignment if the purchase money to be mentioned in the subsequent Assignment shall be higher than the purchase money mentioned herein then the excess of the costs charged by the Vendor's solicitors shall be paid by the Purchaser And Provided Further that if the Purchaser shall require the Vendor to execute more than one deed of assignment of the Property, the costs of the Vendor's solicitors for approving the additional deed or deeds shall be borne by the Purchaser and all of such costs shall be paid and discharged upon completion of the sale and purchase of the Property.

12. (a) The Vendor declares that Messrs. Woo Kwan Lee & Lo are the Vendor's agent for the purposes of receiving all monies payable to the Vendor pursuant to this Agreement including the balance of the purchase price payable upon completion.
 - (b) The Vendor further declares that the payment to such agent of any deposit, instalments of the purchase price (if any) and the balance thereof shall be a full and sufficient discharge of the Purchaser's obligations hereunder.
 - (c) The Vendor may revoke the authority of the agent and appoint another solicitor as an agent in his place. No such revocation shall be valid unless:
 - (1) it is in writing addressed to the Purchaser;
 - (2) it is delivered to the Purchaser care of his solicitors at least 7 clear days prior to completion; and
 - (3) it specifically identifies this Agreement.
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13. (a) The Purchaser acknowledges that no warranty is given by the Vendor on any of the following matters, namely:
 - (i) The physical state and condition, quality or fitness of the fittings and finishes or the installations and appliances (if any) incorporated in the Property or in the Building (as defined in Part C of Schedule 1 hereto;
 - (ii) The physical state and condition of the Property or of the Building or of any structures or erections therein and thereto;
 - (iii) The area of the Property; and
 - (iv) The composition of the Property or of the Building or the nature or manner of their construction.
- (b) The Property is and will be sold on an "as is" basis and in the physical state and condition as it stands.
- (c) The Vendor does not warrant or represent that each and every fixture, fitting, erection, structure and building works (if any) on the Property or any part or parts thereof is erected in all respects in compliance with the terms of the

subsisting deed(s) of mutual covenant and/or management agreement(s) and/or the Government Grant and/or the Buildings Ordinance (Cap. 123) and/or any other legislation or regulation. The Vendor shall be under no liability whatsoever if it is discovered after completion that the present use of the Property or any part or parts thereof is not a permitted user or that there is any erection, structure, fittings, fixtures and/or building works (if any) in any part or parts of the Property which is in contravention of the said deeds, documents, Ordinances and regulations.

14. (a) The Vendor declares that the Vendor has not received any notice or order whatsoever served by any competent government department or authority or the manager or corporation for the time being managing the Building requiring the Vendor to contribute towards the costs of repairs of the common parts of the Building PROVIDED ALWAYS that if such notice or order shall be served at any time after the signing of this Agreement but on or prior to completion the Purchaser shall:
 - (1) be required to complete the purchase but without any abatement of the purchase price; and
 - (2) such costs of repair as specified in such notice or order shall be borne by the Purchaser.
- (b) The Vendor gives no warranty whatsoever as to whether there is any notice or order under any of the provisions of the Lands Resumption Ordinance (Cap. 124) or the Mass Transit Railway (Land Resumption and Related Provisions) Ordinance (Cap. 276) or Railways Ordinance (Cap. 519) or of any other notice of similar nature affecting the Property and as to whether the Property is included in any layout plans (draft or approved) under the Town Planning Ordinance (Cap. 131).
15. Immediately after the signing of this Agreement, the Property shall as between the Vendor and the Purchaser be at the Purchaser's risk.
16. Should the Purchaser fail to complete the purchase in accordance with the terms and conditions herein contained the Vendor may (without being obliged to tender an Assignment to the Purchaser) forthwith determine this Agreement and the Vendor shall thereupon be entitled to re-enter upon the Property and repossess the same if possession shall have been given to the Purchaser free from any right or interest of the Purchaser therein and the Vendor shall be entitled to forfeit all the said deposit or further deposits up to 10% of the purchase price paid to the Vendor absolutely.
17. (a) Upon determination or rescission of this Agreement pursuant to Clause 16 above, the Vendor may resell the Property either as a whole or in lots and either

by public auction or by tender or by private contract or partly by one and partly by the other(s) of such methods subject to such stipulations as to title or otherwise as the Vendor may think fit and any increase in price on resale shall belong to the Vendor. Without prejudice to the Vendor's right to recover the actual loss which may flow from the Purchaser's breach of this Agreement, on such resale any deficiency in price shall be made good and all reasonable expenses attending such resale shall be borne by the Purchaser and such deficiency and expenses shall be recoverable by the Vendor.

- (b) On the exercise of the Vendor's right to determine or rescind this Agreement pursuant to Clause 16 above, the Vendor shall have the right, if this Agreement shall have been registered at the Land Registry, to register at the Land Registry an instrument signed by the Vendor alone evidencing such determination or rescission as aforesaid of the sale of the Property and to vacate the registration of this Agreement and on the signing of the said instrument by the Vendor, the Purchaser shall be deemed to have been divested of any interest in the Property under this Agreement. Upon registration of such an instrument in the Land Registry, a tenant, purchaser, mortgagee or any other person dealing with the Vendor shall not be bound to see or enquire whether the Vendor was entitled to determine or rescind this Agreement and so far as regards the safety and protection of such tenant, purchaser or mortgagee or any other person this Agreement shall be deemed to have been duly terminated and the remedy (if any) of the Purchaser shall be against the Vendor in damages only.
 - (c) This Clause shall not preclude or be deemed to preclude the Vendor from taking other steps or remedies to enforce the Vendor's rights hereunder or otherwise or prevent the Vendor from recovering, in addition to the above, damages representing interest paid or lost by him by reason of the Purchaser's failure.
18. In the event of the Vendor failing to complete the sale of the Property in accordance with the terms and conditions hereof, all monies paid by the Purchaser to the Vendor pursuant to the provisions of this Agreement shall forthwith be returned to the Purchaser who shall also be entitled to recover from the Vendor damages (if any) which 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 for execution.
19. Nothing in this Agreement shall be so construed as to prevent either the Vendor or the Purchaser from bringing an action and obtaining a decree for specific performance of this Agreement either in lieu of the aforesaid damages or in addition to such damages as the party bringing such action may have sustained by reason of the breach by the

other party to this Agreement and it shall not be necessary for the Purchaser to tender an Assignment to the Vendor for execution before bringing such action for specific performance.

20. Notwithstanding anything herein provided, if the date fixed for completion of the sale and purchase of the Property and/or any of the date(s) stipulated for payment herein shall fall on a day which is not a business day or shall fall on a day on which typhoon warning signal No.8 or above or black rainstorm warning signal or the “extreme conditions” is hoisted in Hong Kong at any time between 9:30 a.m. to 5:00 p.m., such date for completion or date(s) of payment (as the case may be) shall automatically be postponed to the next business day on which no typhoon warning signal No.8 or above or black warning rainstorm signal or “extreme conditions” is hoisted (as the case may be).
21. Pursuant to Section 29B of the Stamp Duty Ordinance (Cap. 117), the Vendor and the Purchaser hereby state the specified information in Schedule 1 hereto to the best knowledge and belief of both parties.
22. The parties hereto hereby declare that they fully understand and acknowledge that no other date than the date of the Preliminary Agreement, this Agreement and the date of the subsequent Assignment pursuant thereto (which respective dates will be filled in the relevant stamping request form for stamping purpose) may be claimed as the relevant dates for valuation of the Property for stamping.
23.
 - (a) The Purchaser shall on completion pay and account to the Vendor all deposits and funds paid by the Vendor in respect of the Property which are subsisting and transferable and held at the time of completion in respect of the Property under the deed(s) of mutual covenant and/or management agreement(s) of the Building by the owners’ committee or manager for the time being of the Building or by such other person or persons or corporation entitled to hold the same under the said deed(s) of mutual covenant and/or management agreement(s).
 - (b) The rents and profits shall be received by the Vendor up to and inclusive the actual date of completion and as from but exclusive of that day profits and rents will be taken by the Purchaser. All Government Rent, rates and management fees of the Property in so far as the Vendor is obliged to pay the same by law shall be discharged by the Vendor up to and inclusive of the actual day of completion. As from but exclusive of the date of completion, all Government Rent, rates, management fee, and all other outgoings shall be paid by the Purchaser.
 - (c) The Vendor shall render to the Purchaser’s Solicitors at least 3 business days

- prior to completion or within 21 days after completion the apportionment account for verification.
24. (a) In respect of each payment of purchase price or deposit(s) or any part thereof required to be made hereunder, the party making such payment ("the Payer") shall deliver to the party to whom such payment is to be made ("the Payee") a cashier order issued by a licensed bank in Hong Kong or a solicitor's cheque for the relevant amount.
- (b) Where the purchase price or any part thereof is required to be applied by the Payee to discharge an existing mortgage, charge or incumbrance, or to pay any person(s) who will be a party to the assignment on completion of the sale and purchase herein, the Payee or the Payee's solicitors shall be entitled to require the Payer to split such payment and deliver to the Payee's solicitors one or more cashier order(s) or solicitor's cheque(s) issued in favour of the person(s) or party(ies) entitled to such payment(s) and a separate cashier order or a solicitor's cheque in favour of the Payee or the Payee's solicitors for the balance. The provisions of paragraph (a) above shall apply to such cashier orders and solicitor's cheques.
- (c) The Payer shall not be deemed to have discharged the obligation to make payment hereunder unless in making such payment, the Payer also complies with the provisions of this Clause.
25. Any notice, request or other communication given by or on behalf of any party hereto pursuant to or in connection with this Agreement shall be deemed to have been validly given if addressed to the party to whom the notice is given or such party's solicitors. Any such notice, request, or other communication, if addressed to the party to whom it is given at such party's address in Hong Kong herein mentioned or such other address in Hong Kong as may from time to time be notified in writing by such party to the other party or his solicitors, or if addressed to the solicitors of such party at its office address, shall be deemed to have been validly given :-
- (a) if delivered by hand, at the time of such delivery; and
- (b) if sent by ordinary prepaid post, forty-eight (48) hours after the date of posting.
26. The Vendor hereby declares and confirms that no third party (whether related or otherwise) has any right or interest whatsoever, whether legal or equitable, in the Property. The Vendor further hereby declares and confirms that the Vendor has the absolute right and interest in the Property and the Property was purchased with the Vendor's own monies/and the mortgage loan (if any) was repaid by the Vendor with the Vendor's own monies. In the event of any third party claim to the Property, whether legal or equitable, the Vendor shall forthwith return the money paid herein to

the Purchaser and without prejudice to the Purchaser's right to claim against the Vendor for all losses and damages sustained by the Purchaser by reason of the Vendor's failure and/or inability to complete the sale in accordance with the terms hereof and it shall not be necessary for the Purchaser to tender an Assignment to the Vendor for execution and this Clause shall survive completion of the sale and purchase herein.

27. (a) Words importing the singular number shall include the plural number and vice versa and words importing the masculine gender shall include the feminine gender and the neuter gender.
- (b) Where the Vendor or the Purchaser include two or more persons then all agreements, covenants, conditions and obligations (implied or expressed) of that party shall be deemed to be made and given by such persons jointly and severally.
28. 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.
29. Both parties hereto confirm and declare that the additional terms and conditions contained in Schedule 4 hereto shall be deemed to have been repeated and written in the Clause and the same shall have the full legal effective and be binding on both parties hereto. If there is any conflict between the said additional terms and conditions in Schedule 4 and the terms and conditions in the main body of this agreement, the said additional terms and conditions shall prevail.
30. (a) No error, omission or misstatement herein or in any plan furnished or any statement made in the course of the negotiations leading to the contract shall annul the sale or entitle the Purchaser to be discharged from the purchase.
- (b) Any such error, omission or misstatement shown to be material shall entitle the Purchaser to proper compensation, provided that the Purchaser shall not in any event be entitled to compensation for matters falling within Clauses 4B(b), 13 and 14(b) hereof.
- (c) No immaterial error, omission or misstatement (including a mistake in any plan furnished for identification only) shall entitle either party to compensation.
- (d) Subclause (a) shall not apply where compensation for any error, omission or misstatement shown to be material cannot be assessed nor enable either party to compel the other to accept or convey Property differing substantially (in quantity, quality, tenure or otherwise) from the Property agreed to be sold if the other party would be prejudiced by the difference.
- (e) The Misrepresentation Ordinance (Cap. 284) applies to this Agreement.

31. The parties hereto agree and declare that this Agreement sets out the full agreement between the parties and that their rights and liabilities relating to the sale and purchase of the Property are governed solely by this Agreement and that neither of them is bound by any statements or representations not contained herein. This Agreement supersedes the agreement contained in Part F of Schedule 1 hereto.
32. The Purchaser acknowledges that he has been advised by his solicitors that the Property is at present subject to Mortgage Memorial No.14020400260105 ("the 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.

SCHEDULE 1

PART A

The Vendor

Name(s): PRIME TALENT DEVELOPMENT LIMITED
Address: 2701 & 2801, Rykadan Capital Tower, 135 Hoi Bun Road, Kwun Tong,
Kowloon, Hong Kong.
Business Registration No(s). : 60522593
Vendor's Capacity : as Beneficial Owner

PART B

The Purchaser

Name(s): GERMAN POOL (HONG KONG) LIMITED
Address: Room 113, 1/F, Phase 2, Newport Centre, 116 Ma Tau Kok Road, Tokwawan,
Kowloon, Hong Kong.
Business Registration No(s). : 08312041
Purchasers' Capacity : as Sole Owner

PART C

The Property

ALL THOSE 933 equal undivided 20,000th parts or shares of and in ALL THAT piece or parcel of ground registered in the Land Registry as THE REMAINING PORTION OF KWUN TONG INLAND LOT NO.526 ("the Land") And of and in the messuages, erections and buildings thereon and now known as "RYKADAN CAPITAL TOWER (宏基資本大廈)", No. 135 Hoi Bun Road, Kowloon ("the Development") TOGETHER with the sole and exclusive right and privilege to hold use occupy and enjoy ALL THAT the TWENTY-EIGHTH FLOOR and ALL THOSE CAR PARKING SPACES NOS.P7, P8, P9 and P10 on the FIRST FLOOR of the Development.

PART D

The Property is non-residential property within the meanings of Section 29A(1) of the Stamp Duty Ordinance (Cap. 117).

PART E

This Agreement was made on the date as specified on page one.

PART F

The Preliminary Agreement

This Agreement was preceded by a provisional agreement for sale and purchase made between the same parties hereto and on the same terms on 3rd December 2024 .

PART G

The agreed date for a conveyance on sale pursuant to this Agreement shall be on or before 30th April 2025 .

PART H

The agreed consideration for the conveyance on sale that is to, or may, take place pursuant to this Agreement is DOLLARS EIGHTY-ONE MILLION SEVEN HUNDRED SIXTY-THREE THOUSAND TWO HUNDRED ONLY HONG KONG CURRENCY (HK\$81,763,200.00) .

PART I

Amount or value of any other consideration which each person executing the document knows has been paid or given or has been agreed to be paid or given to any person for or in connection with the agreement for sale or any conveyance on sale (excluding legal expenses and real estate agent's commission): NIL

SCHEDULE 2

Payment of Purchase Price

The purchase price shall be paid by the Purchaser to the Vendor in the manner as follows:

- (a) A sum of HK\$4,088,160.00 has been paid by the Purchaser to the Vendor's solicitors as stakeholders as initial deposit and in part payment of the purchase price.
- (b) On or before 17th December 2024, the Purchaser shall pay to the Vendor's solicitors as stakeholders the sum of HK\$4,088,160.00 being further deposit and in part payment of the purchase price.
- (c) The balance of the purchase price in the sum of HK\$73,586,880.00 shall be paid by the Purchaser to the Vendor upon completion.

All deposits payable by the Purchaser shall be paid to the Vendor's Solicitors as stakeholders 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.

SCHEDULE 3

Furniture and/or Electrical Appliances

NIL

SCHEDULE 4

The said additional terms and conditions

1. **COMPLETION OF SALE & PURCHASE**
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 29th 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.
2. 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 noncompliance with any fire safety regulations or directions or any other applicable legislations or regulations.

3. 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 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 1st FLOOR & 27th 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, 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.

4. 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 1 of Schedule 4 or clause 9 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 paragraph (a) of this clause as liquidated damages.

SCHEDULE 5

The Tenancies

- A. Premises: Room 2802 on 28th Floor, Rykadan Capital Tower, No. 135, Hoi Bun Road, Kowloon
- (a) Date: 11th April 2023
- (b) Parties : (1) Prime Talent Development Limited
as landlord; and
(2) Eurodrug Laboratories Limited
as tenant.
- (c) Term : Thirty Six (36) Months commencing from the 25th day of May 2023 and expiring on the 24th day of May 2026 (both days inclusive)

- B. Premises: Room 2804 on 28th Floor, Rykadan Capital Tower, No. 135, Hoi Bun Road, Kowloon
- (a) Date: 29th December 2023
- (b) Parties : (1) Prime Talent Development Limited
as landlord; and
(2) Mr. Chan Chi Ming Herman
as tenant.
- (c) Term : Twenty Four (24) Months commencing from the 23rd day of January 2024 and expiring on the 22nd day of January 2026 (both days inclusive)

C. Premises: Car Parking Space No. P9 on 1st Floor, Rykadan Capital Tower, No. 135, Hoi Bun Road, Kowloon
(a) Date: 9th July 2020
(b) Parties : (1) Prime Talent Development Limited
as landlord; and
(2) Liaison Office of the Central People's Government in the HKSAR
as tenant.
(c) Term : Monthly periodic

D. Premises: Car Parking Space No. P10 on 1st Floor, Rykadan Capital Tower, No. 135, Hoi Bun Road, Kowloon
(a) Date: 1st January 2016
(b) Parties : (1) Prime Talent Development Limited
as landlord; and
(2) Giant Telecom Limited
as tenant.
(c) Term : Monthly periodic

SCHEDULE 6

Letter of Indemnity

To : [*name of Vendor*]

IN CONSIDERATION of your transferring and accounting to me/us the sum of HK\$[*amount of rental deposit*] being the rental deposit paid by [*name of tenant*] (“the Tenant”) under the Tenancy Agreement dated [*date of tenancy agreement*] (“the Tenancy Agreement”) of the property more particularly described in the Schedule hereto (“the Property”) (less any amount or amounts which may be or has been deducted by you therefrom pursuant to the terms of the Tenancy Agreement in respect of any loss, damage, costs or expenses which may be sustained by you as a result of any non-observance or non-performance by the Tenant of any of the terms of the Tenancy Agreement), I/we hereby undertake to you that I/we shall refund the said rental deposit (less any deduction as aforesaid) to the Tenant in accordance with the terms and conditions of the Tenancy Agreement and shall indemnify and keep you fully indemnified against all actions suits expenses claims and demands on account of or in respect of non-refund of the said rental deposit (less any deduction as aforesaid) to the Tenant in accordance with the terms and conditions of the Tenancy Agreement on the part of the landlord to be observed and performed.

Dated this day of 20[].

THE SCHEDULE ABOVE REFERRED TO

PROPERTY :


[*premises' description*]

SIGNED by [*name of Purchaser*])
(Holders of Hong Kong Identity)
Cards Nos. and))
in the presence of :-)

INTERPRETED by :-

SIGNED by LO HOI WAH HEYWOOD,)
its director)
)
)
for and on behalf of the Vendor)
)
whose signature(s) is/are verified)
)
by:-)

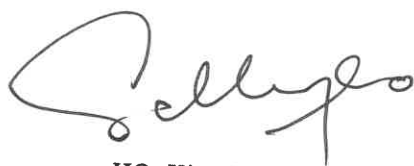
For and on behalf of
PRIME TALENT DEVELOPMENT LIMITED
智 譽 發 展 有 限 公 司
.....
Authorized Signature(s)


CHOW HO YIN
Solicitor, Hong Kong SAR
Woo Kwan Lee & Lo

SIGNED by CHAN KWOK MAN)
EDWARD,)
Director)
for and on behalf of the Purchaser)
in the presence of/whose signature(s))
is/are verified by :-)

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

Authorized Signature(s)



HO Kit Ying Sally
Solicitor, Hong Kong SAR
Yung, Yu, Yuen & Co.

RECEIVED before the day and year first above written)
of and from the Purchaser the above mentioned initial)
deposit of DOLLARS FOUR MILLION EIGHTY-EIGHT) HK\$4,088,160.00
THOUSAND ONE HUNDRED SIXTY)
ONLY Hong Kong Currency)



Woo Kwan Lee & Lo
Vendor's solicitors as stakeholders

RECEIVED on or before the day and year first above written)
of and from the Purchaser the above mentioned further)
deposit of DOLLARS FOUR MILLION EIGHTY-EIGHT) HK\$4,088,160.00
THOUSAND ONE HUNDRED SIXTY)
ONLY Hong Kong Currency)



Woo Kwan Lee & Lo
Vendor's solicitors as stakeholders

Dated the 17th day of December 2024

PRIME TALENT DEVELOPMENT LIMITED

and

GERMAN POOL (HONG KONG) LIMITED

Agreement for Sale and Purchase

WOO KWAN LEE & LO
Solicitors & Notaries,
Rooms 2801 & 3238,
Sun Hung Kai Centre,
No.30 Harbour Road,
Wanchai, Hong Kong.
Ref: SHK/HFM/LYF/RC/R30269381