

DATED the 17th day of April 2025

**AGREEMENT FOR
SALE AND PURCHASE**

Bird & Bird

6/F, The Annex, Central Plaza
18 Harbour Road
Hong Kong

www.twobirds.com

Tel: +852.2248.6000
Fax: +852.2248.6011

Ref: JMYF/ SHCT/WINPR.0001

AGREEMENT FOR SALE AND PURCHASE

DATED the 17th day of April

2025

PARTIES

- (1) The party whose name, description and address are set out in Schedule I hereto as the vendor (the “**Vendor 1**”);
- (2) The party whose name, description and address are set out in Schedule I hereto as the vendor (the “**Vendor 2**”);
- (3) The party whose name, description and address are set out in Schedule I hereto as the vendor (the “**Vendor 3**”);
- (4) The party whose name, description and address are set out in Schedule I hereto as the purchaser (the “**Purchaser 1**”);
- (5) The party whose name, description and address are set out in Schedule I hereto as the purchaser (the “**Purchaser 2**”); and
- (6) The party whose name, description and address are set out in Schedule I hereto as the purchaser (the “**Purchaser 3**”).

PROVISIONS

1. INTERPRETATION

- 1.1 In this Agreement the following terms shall have the following meanings assigned:-

“Action”

legal proceedings of any nature, including any litigation, arbitration, hearing, claim or demand, (in each case, whether civil, criminal, regulatory or otherwise).

“Balance of the Purchase Price”

the sum of HK\$349,200,000.

“Bank Redemption Amount”

a sum equal to the amount payable to BOCHK to fully release and discharge the Security Documents (including all further interest, prepayment fees, break funding fees and costs and expenses incurred by BOCHK for such release and discharge).

“BOCHK”

Bank of China (Hong Kong) Limited.

“Building”

Kam Chung Building, Nos.52, 54, 56 and 58 Jaffe Road and Nos.17, 19 and 21 Fenwick Street (also known as Nos.52-58 Jaffe and Nos.17-21 Fenwick Street), Hong Kong

“Building Authority”

the Director of Buildings as referred to in the Buildings Ordinance (Cap.123 of the Laws of Hong Kong).

“Business Day”

a day (other than a Saturday, Sunday, public holiday and any day on which a tropical cyclone warning no.8 or above or a black rainstorm warning signal is issued in Hong Kong at any time between 9:00 a.m. and 5:00 p.m.) on which licensed banks are generally open for business in Hong Kong.

“Claim”

a claim, demand, legal proceedings or cause of action, including any claim, demand, legal proceedings or cause of action (whether at law, in equity, in contract, in tort or otherwise), and includes any claim for breach of any Warranty, by the Purchasers against the Vendors for breach of or under or in connection with a Transaction Document and “Claim against the Vendors” shall be construed accordingly.

“Completion”

completion of the sale and purchase of the Properties in accordance with the provisions of Clause 4 and Clause 5.

“Completion Date”

on or before 31 July 2025.

“Conditions”

the conditions set out in Clause 4.1.

“Deposits”

means, collectively, the Initial Deposit and the Further Deposit.

“Disclosed”

means in connection with the transaction(s) hereunder, all information, documents, plans, Government Order, notice(s) and/or order(s) and materials provided, delivered or made available in physical or electronic form by the Vendors, their respective Representatives or Vendors’ Solicitors to the Purchasers, their respective Representative(s) or the Purchasers’ Solicitors (through agents or otherwise), which shall include but not limited to the Disclosed Matter(s).

“Disclosed Matter(s)”

means the Vendors’ disclosure set out in Schedule VI.

“Further Deposit”

the sum of HK\$19,400,000.

“Encumbrance”

any mortgage, charge, pledge, lien, option, right of first refusal, right of pre-emption, third-party right or interest, other encumbrance or security interest of any kind, any adverse claim as to title, possession or use or another type of preferential arrangement (including a title transfer or retention arrangement)

having similar effect and any agreement or obligation to create or grant any of the aforesaid.

“Government”

the government of Hong Kong.

“Government Grant”

the government lease and/or government grant in respect of the land comprising the Properties under which the said land is being held from the Government.

“Government Order”

any order, writ, judgment, injunction, direction, decree, stipulation, determination or award issued by any Governmental Authority.

“Hong Kong”

the Hong Kong Special Administrative Region of the People’s Republic of China.

“Initial Deposit”

the sum of HK\$19,400,000.

“Losses”

any and all losses, damages, diminution in value, deficiencies, obligations, liabilities, interest, penalties, expenses, Actions, judgments or settlements of any nature or kind (including all costs and expenses related thereto, including attorneys’ fees and disbursements, court costs, amounts paid in settlement, and expenses of investigation).

“Notice(s) and/or Order(s)”

any notice or order or direction from the Government or any other competent authority or the manager of the Properties (if any) requiring the owner of the Properties to repair, renovate, maintain, reinstate, demolish, alter or remove or effect other works to the Properties or any part thereof.

“Ordinance”

the Conveyancing and Property Ordinance (Cap. 219 of the Laws of Hong Kong).

“person”

an individual, firm, corporation or other body corporate, government, or any joint venture, partnership, association, limited liability company, trust or estate, works council or employee representative body or any other entity or organisation whether or not having separate legal existence.

“Properties”

the property described in Schedule II hereto.

“Purchase Price”

the amount set out in Schedule III hereto.

“Purchasers’ Solicitors”

Messrs. Terry Yeung & Lai of Room 1411-12. Wing On Centre, 111 Connaught Road Central, Hong Kong.

“Representatives”

with respect to directors, officers, employees, “Representative” means any one of them as the context may require.

“Security Documents”

means all the security documents as follows:-

- (A) the mortgage dated 30 June 2005 executed by the Vendor 3 (as mortgagor) and BOCHK (as mortgagee) and registered in the Land Registry by Memorial No. 05072202420018.
- (B) the assignment of rentals dated 30 June 2005 executed by the Vendor 3 (as assignor) and BOCHK (as lender) and registered in the Land Registry by Memorial No.05072600750252.
- (C) the mortgage dated 21 March 2018 executed by the Vendor 1 (as mortgagor), Vendor 3 (as borrower) and BOCHK (as lender) and registered in the Land Registry by Memorial No.18041202530109.
- (D) the assignment of rentals dated 21 March 2018 executed by the Vendor 1 (as assignor) and BOCHK (as lender) and registered in the Land Registry by Memorial No.18041602200069.
- (E) the mortgage dated 21 March 2018 executed by the Vendor 2 (as mortgagor), the Vendor 3 (as borrower) and BOCHK (as lender) and registered in the Land Registry by Memorial No.18041202530075.
- (F) the assignment of rentals dated 21 March 2018 executed by the Vendor 2 (as assignor) and BOCHK (as lender) and registered in the Land Registry by Memorial No.18041602200040.
- (G) the mortgage dated 21 March 2018 executed by the Vendor 3 (as borrower) and BOCHK (as lender) and registered in the Land Registry by Memorial No.18041202530045.
- (H) the assignment of rentals dated 21 March 2018 executed by the Vendor 3 (as assignor) in favour of BOCHK (as lender) and registered in the Land Registry by Memorial No.18041602200050.

“Transaction Documents”

this Agreement, the subsequent assignment, and any other documents related to the transactions contemplated herein or otherwise mutually agreed by the parties hereto to be a Transaction Document.

“Vendors’ Solicitors”

Messrs. Bird & Bird of 6th Floor, the Annex, Central Plaza, No. 18 Harbour Road, Hong Kong.

“Warranties”

the representations, warranties and undertakings given by the Vendors in Clause 19.1 in respect of each statement contained in Schedule V, and “Warranty” means any of them as the context may require.

1.2 In this Agreement (if the context permits or requires):-

- (a) words importing a gender shall include every gender and words importing the singular shall include the plural and vice versa and words importing persons shall include corporations;
- (b) the words “other”, “including” and “in particular” do not limit the generality of any preceding words and are not to be construed as being limited to the same class as the preceding words where a wider construction is possible;
- (c) where any party comprises two or more persons, all agreements, covenants, conditions and obligations of that party shall be deemed to be made and given by such persons jointly and severally;
- (d) the headings contained in this Agreement are for convenience only and shall not be referred to in the construction or interpretation of this Agreement; and
- (e) a reference to a document shall mean such document as amended, supplemented or otherwise modified from time to time in accordance with its terms.

2. **AGREEMENT TO SELL**

The Vendors in the capacity set out in Schedule I hereto collectively agree to sell and the Purchasers in the capacity set out in Schedule I hereto agrees to purchase the Properties and all rights, rights of way (if any), privileges and appurtenances thereto belonging or appertaining or therewith at any time used held occupied or enjoyed for all the estate right title in that property claim and demand whatsoever of the Vendors therein or thereto the residue or respective residues of the term or terms of years with such rights or rights of renewal (if any) held from the Government subject to the payment of the Government rent (if any) and the performance of the covenants terms and conditions reserved by and contained in the Government Grant so far as they affect or relate to the Properties.

3. **PURCHASE PRICE AND MANNER OF PAYMENT**

- 3.1 The Purchase Price shall be paid and satisfied by the Purchasers to the Vendors in the manner as set out in Schedule III hereto.
- 3.2 The Further Deposit shall be paid by the Purchasers to the Vendors’ Solicitors upon signing of this Agreement, which shall be held by the Vendors’ Solicitors as stakeholders. The Vendors’ Solicitors shall not release the Deposits to the Vendors unless and until it is proved to the satisfaction of the Purchasers’ Solicitors that the Balance of the Purchase Price is sufficient to fully discharge the Security Documents.
- 3.3 The payment of the Balance of the Purchase Price to be made by the Purchasers in Hong Kong Dollars and by:
 - (a) cashier’s order(s) issued by licensed bank(s) in Hong Kong;
 - (b) cheque(s) drawn by a firm of solicitors practising in Hong Kong on a licensed bank in Hong Kong; or
 - (c) such other method as the Vendors and the Purchasers may agree in writing.
- 3.4 The Purchasers shall not be deemed to have discharged and satisfied the obligation to make payment hereunder unless in making such payment the Purchasers comply with the provisions of Clause 3 hereof.

4. **CONDITIONS PRECEDENT**

- 4.1 The Vendors acknowledge that the Purchasers' controlling shareholder is a company (the "**Listed Company**") listed on The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**") and that this Agreement and the purchase of the Properties by the Purchasers hereunder shall be subject to and conditional upon obtaining clearance from the Stock Exchange of Hong Kong Limited (the "**Stock Exchange**") and obtaining the board and shareholders' approval of the Listed Company to proceed, being satisfied on the Completion Date. If the aforesaid conditions precedent cannot be fulfilled within three months from the date hereof, the Purchasers shall be entitled to terminate this Agreement without liability and the Deposits paid by the Purchasers shall be refunded to the Purchasers forthwith. Should the Purchasers fail to complete the purchase other than the reasons above, the Deposits paid by the Purchasers shall be forfeited to the Vendors and the Vendors shall be entitled at their absolute discretion to sell the Properties to anyone as they think fit provided that the Vendors shall not take any further action to pursue any claim against or demand any compensation or specific performance from the Purchasers.
- 4.2 The Purchasers shall use their best endeavours to procure the satisfaction of the Condition set out in Clause 4.1 as soon as reasonably practicable and in any event before the Completion Date and shall promptly notify the Vendors when each of such Conditions has been satisfied.
- 4.3 If the Condition has not been duly fulfilled on or before the Completion Date (other than by the default of the Purchasers) then the Purchasers may on that date, at its option, by notice to the Vendors:
- (a) postpone the Completion Date to a date (being a business day) falling not more than 20 Business Days after the date set for completion and, if the Purchasers elect to postpone the Completion Date, then the provisions of this Agreement shall apply as if the date set for the satisfaction of the Conditions were the date to which the Completion Date is so postponed in accordance with this Clause 4.3; or
 - (b) terminate this Agreement, whereupon the Deposits shall forthwith upon demand by the Purchasers be refunded to the Purchasers in full without cost or interest (provided that the Vendors shall be liable for interest on the Deposits if the refund is not made within seven (7) days from the date of demand which failure is solely attributable to the Vendors' fault).

5. **COMPLETION**

- 5.1 Subject to Clause 4, Completion shall take place at the offices of Bird & Bird at 6th Floor, The Annex, Central Plaza, 18 Harbour Road, Wanchai, Hong Kong on or before the Completion Date between the hours of 9:00 a.m. and 5:00 p.m. when the Balance of the Purchase Price shall be fully paid in accordance with Clause 3 and upon which the Vendors acting in the capacity described in Schedule I hereto and all other necessary parties (if any) will execute a proper assignment of the Properties to the Purchasers only subject as hereinafter appears but otherwise free from Encumbrance and thereafter deliver the same to the Purchasers.
- 5.2 Completion shall take place after 9:00 a.m. but not later than 5:00 p.m. on the Completion Date.
- 5.3 If the date of completion shall fall on a day on which tropical cyclone warning no.8 or above is hoisted or the black rainstorm warning signal is effective in Hong Kong at any time between 9:00 a.m. to 5:00 p.m. or otherwise on a day which is not a business day,

the actual date of completion shall be postponed to the next business day.

- 5.4 The parties hereto hereby agree to authorise their respective solicitors to complete the sale and purchase by way of usual undertaking as recommended by the Law Society from time to time or in such terms as the parties' solicitors may agree. In any event, the Vendors' Solicitors shall undertake to deliver within 21 days from the Completion Date the following documents:-

- (i) the original Security Documents;
- (ii) the original deed(s) of release and/or receipt(s) of discharge to be executed by BOCHK in respect of the Security Documents incorporating (A) release or discharge of the Properties; and (B) release or discharge of all the Vendors's obligations and liabilities under the Security Documents, together with their signed memorial(s) and satisfaction of the said deed(s) of release and/or receipt(s) of discharge (Form(s) NM2 together with copies of Security Documents certified by the solicitors acting for BOCHK) for registration in the Land Registry and filing with the Companies Registry, and the cheque(s) for the registration fees and filing fees payable therefor; and
- (iii) such documents required to prove due execution of the said deed(s) of release and/or receipt(s) of discharge as may be requested by the Purchasers' solicitors, namely, a certified true copy(ies) of the Power of Attorney and/or Power of Substitution (if any) appointing the BOCHK's representative(s) to execute the deed(s) of release and/or receipt(s) of discharge duly executed and attested. If such Power of Attorney was made more than 12 months before the execution thereof, the Vendors shall obtain a written confirmation from the BOCHK confirming that the Power of Attorney is still valid at the time of execution.

6. TITLE AND RIGHTS AFFECTING PROPERTY

- 6.1. Such of the title deeds and documents in the possession of the Vendors as are required for the purpose of giving title to the Properties will be delivered to the Purchasers. All other title deeds and documents in the possession of the Vendors will be retained by the Vendors and the Vendors will, if required on Completion, give to the Purchasers a covenant for production and delivery of certified copies and for safe custody thereof to be prepared by and at the expense of the Purchasers.
- 6.2. The Vendors shall give good title to the Properties in accordance with Section 13A of the Ordinance. The Vendors shall at its own expense show and prove its title to the Properties in accordance with Section 13 of the Ordinance and will, at its own expense, produce to the Purchasers such original and certified copies of any deeds or documents of title, wills and matters of public record as may be necessary to prove and complete such title. The costs of verifying the title by inspection and examination, including search fees, shall be borne by the Purchasers.
- 6.3. Subject to Schedule VII and other provisions of this Agreement, any requisitions or objections in respect of the title deeds and documents shall be delivered in writing to the Vendors' solicitors within fourteen (14) Business Days after the date of the receipt of the relevant title deeds by the Purchasers' solicitors, in which respect time, shall be of the essence of this Agreement otherwise the Purchasers shall be deemed to have waived his right to raise requisitions on the Vendors' title. If the Purchasers shall have made requisition or objection within the times stipulated above and shall insist on any objection or requisition either as to title or any matter appearing on the title deeds or otherwise which the Vendors shall be unable or (on the grounds of difficulty, delay or

substantial expenses or on any other reasonable ground) unwilling to remove or comply with the Vendors shall notwithstanding any intervening negotiation or litigation be at liberty on giving to the Purchasers' solicitors not less than 5 Business Days' notice in writing before completion to annul the sale, in which case unless the objection or requisition shall have been in the meantime withdrawn the sale shall at the expiration of such notice be annulled and the Purchasers shall be in that event entitled to the return forthwith of the Deposits but without costs, compensation or interest. The parties hereto shall at their costs enter into and cause to be registered at the Land Registry an Agreement for Cancellation.

- 6.4. The Properties shall be assigned absolutely subject to the terms and conditions contained in the Government Grant and in so far as the Properties comprises a legal estate for residue of the term of years subject to the terms and conditions contained in the Government Grant.

7. **PROPERTY CONDITION AND ACKNOWLEDGMENT OF INSPECTION**

The Vendors and the Purchasers agree the Properties will be sold and purchased on an "as is" condition.

8. **VACANT POSSESSION**

It is a condition precedent of this Agreement that vacant possession of the Properties shall be delivered by the Vendors to the Purchasers on Completion.

9. **APPORTIONMENT OF OUTGOINGS**

All outgoing (including Government rent, rates and management fees) in respect of the Properties shall be discharged by the Vendors up to and inclusive of the actual day of completion and as from but exclusive of the actual day of completion all outgoing (including Government rent, rates and management fees) shall be discharged by the Purchasers. All such outgoing shall, if necessary, be apportioned between the Vendors and the Purchasers, and where any amount is payable by the Purchasers, be paid on completion, provided that the relevant apportionment account together with the supporting receipts and/or evidence of payment shall be delivered to and verified and approved by the Purchasers at least seven (7) Business Days before completion.

10. **DEFAULT**

- 10.1 If the Purchasers shall (other than due to the default of the Vendors) fail to complete the purchase in accordance with the terms of this Agreement, the Vendors may determine this Agreement and the Deposits paid hereunder shall be absolutely forfeited to the Vendors (as for liquidated damages and not as penalty) who shall be at liberty if the Vendors see fit without being obliged to tender to the Purchasers an assignment to terminate this Agreement and to retain the Properties as a whole or in parts or resell the same either by public auction or private contract and subject to such reasonable conditions and stipulations as to title or otherwise as the Vendors may think fit. On the exercise of the Vendors' right of termination under this Clause the Vendors shall have the right, if this Agreement shall have been registered in the relevant Land Registry, to register at the Land Registry an instrument signed by the Vendors alone to evidence the termination of the sale of the said Properties.
- 10.2 In the event that the Vendors shall (other than due to the default of the Purchasers) fail to complete the sale of the Properties in accordance with the terms and conditions

of this Agreement, the Deposits and all other monies paid hereunder shall forthwith upon demand by the Purchasers be refunded to the Purchasers forthwith in full and the Vendors shall be liable for interest on the Deposits if the said release of the Deposits to the Purchasers is not made within seven (7) days from the date of demand by the Purchasers (where such failure is solely attributable to the Vendors' fault), and the Purchasers shall also be entitled to recover from the Vendors a sum equivalent to the total amount of the Deposits paid by the Purchasers as liquidated damages without prejudice to the Purchasers' right to enforce specific performance of this Agreement or any other rights and remedies of the Purchasers, and it shall not be necessary for the Purchasers to tender an assignment to the Vendors for execution. The parties hereto shall at the Vendors' cost enter into and cause to be registered at the Land Registry an Agreement for Cancellation.

- 10.3 Nothing in this Agreement shall be so construed as to prevent the Vendors or the Purchasers 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 Purchasers may sustain by reason of the breach by the Vendors and it shall not be necessary for the Purchasers to tender an assignment to the Vendors before bringing such action.

11. **COSTS AND STAMP DUTY**

- 11.1 Each party shall bear its own solicitors' cost of and incidental to the preparation, approval, completion and registration of this Agreement and the subsequent assignment.
- 11.2 All ad valorem stamp duty and registration fees payable on this Agreement and the assignment made pursuant to this Agreement shall be borne absolutely and wholly by the Purchasers. In the event of the consideration stated in this Agreement or the subsequent assignment (as the case may be) being not accepted by the Collector of Stamp Revenue as representing the true value of the Properties hereby agreed to be sold and purchased the excess stamp duty being charged in accordance with his valuation of the Properties shall also be paid by the Purchasers absolutely and wholly.
- 11.3 The Vendors and the Purchasers declare that no date other than the date of this Agreement and the date of the subsequent assignment pursuant thereto (which respective dates will be filled in the relevant form for stamping purpose of the subsequent assignment) may be claimed as the relevant dates for valuation of the Properties once this Agreement and the subsequent assignment has been submitted for stamping.
- 11.4 The parties hereto confirm that the information set out in Schedule IV hereto for the purpose of Section 29B (1) of the Stamp Duty Ordinance (Cap.117 of the Laws of Hong Kong) are to their best knowledge and belief correct.
- 11.5 This Clause 11 shall survive completion of the sale and purchase of the Properties herein.

12. **VENDORS' SOLICITORS AS STAKEHOLDER**

The Deposits shall be held by the Vendors' Solicitors as stakeholder who shall only release that same to the Vendors upon Completion when the said Properties are assigned to the Purchasers subject as hereinafter appears but otherwise free from encumbrances or otherwise as stipulated under Clause 3.2.

13. **MISCELLANEOUS**

- 13.1 Time shall in every respect be of the essence of this Agreement.

- 13.2 Prior to completion, the Properties shall as between the Vendors and the Purchasers be at the Purchasers' risk.
- 13.3 As from the date of this agreement, the Vendors shall hold in trust for the Purchasers the benefit of any existing policy of insurance relating to the Properties. The Vendors shall, if required, and at the expense of the Purchasers obtain or consent to an endorsement of notice of the Purchasers' interest on the policy of insurance relating to the Properties and in such case the Vendors (keeping such policy in force) may require the Purchasers to pay on Completion a proportionate part of the premium from the date of this Agreement.
- 13.4 Save as herein varied or excluded there are incorporated into this Agreement as if they were herein written the conditions respectively on the part of the Vendors and the Purchasers set out in Part A of the Second Schedule to the Ordinance (the "**said Conditions**"). In the event of inconsistency between the terms herein and the said Conditions, the terms herein shall prevail.
- 13.5 Any notice required to be served on any party hereto shall be validly served if in writing and addressed to the party or its solicitors and delivered at or sent by prepaid post to the address of the party specified herein or such other address as may from time to time be notified in writing to the other party or its solicitors or to the address of the party's solicitors (as the case may be). A notice sent by prepaid post shall be deemed to have been served on the recipient two (2) Business Days after posting.
- 13.6 This Agreement sets out the full agreement between the parties hereto and shall supersede all prior negotiations and/or agreements, whether made verbally and/or in writing, between the parties hereto.
- 13.7 This Agreement shall be governed by and interpreted in accordance with the laws of Hong Kong.

14. **CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE**

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.

15. **THIRD PARTY INTEREST**

The Vendors hereby declare and confirm that save as BOCHK as the mortgagee pursuant to the Security Documents, no third party (whether related or otherwise) has any right or interest whatsoever, whether legal or equitable, in the Properties. The Vendors hereby further declare and confirm that the Vendors are the sole legal and beneficial owners of the Properties and have the absolute right and interest in the Properties. In the event of any claim to the Properties being made by any third party, whether legal or equitable, which is not waived, released or otherwise discharged on or before completion, the Purchasers shall be entitled, inter alia, to rescind this Agreement and in the event of such rescission, the Deposits and all monies paid hereunder shall be refunded to the Purchasers in full and without prejudice to the Purchasers' right to claim against the Vendors for all Losses sustained by the Purchasers by reason of the Vendors' failure and or inability to complete the sale in accordance with the terms hereof and it shall not be necessary for the Purchasers to tender an assignment to the Vendors for execution. This Clause shall survive completion of the sale and purchase of the Properties herein.

16. **INSPECTION OF PROPERTY**

The Vendors hereby confirm and acknowledge that the authorised person(s) of the Purchasers will be allowed unlimited access to the Building and the Properties after the signing of this Agreement to carry out any necessary inspections in relation to the Disclosed or Disclosed Matters or any notice or order or direction or finding from the Government or any other competent authority or the manager of the Properties discovered before the Completion Date upon reasonable notice to the management office at the Building.

17. **DISPOSE OF THE PROPERTY**

The Vendors covenant with the Purchasers that upon signing of this Agreement by the Vendors, and save and except the novation or assignment thereof as contemplated under this Agreement, the Vendors shall not assign, mortgage, charge, let, underlet, lease or otherwise dispose of or part with possession or make any arrangement for the sharing of the Properties or any part or interest thereof or therein, or cause or permit any Encumbrance to be affected of the Properties or any part or interest thereof or therein.

18. **STAMP DUTY AND ESTATE AGENT'S COMMISSION**

Notwithstanding any provisions contained in this Agreement, if any of the Vendors or the Purchasers fail to complete the sale and purchase of the Properties according to the terms and conditions of this Agreement (the "**Defaulting Party**"), the Defaulting Party shall bear and pay the stamp duty payable on this Agreement under the Stamp Duty Ordinance and the estate agent's commissions (if any). The Defaulting Party shall fully indemnify the other party against all stamp duty payable on this Agreement and the estate agent's commissions (if any). The Purchasers shall at least 7 Business Days before Completion furnish to the Vendors documentary evidence showing full payment of stamp duties chargeable on the Transaction Documents (if applicable) and this Agreement.

19. **WARRANTIES AND OTHER OBLIGATIONS**

19.1 Warranties

- (a) The Vendors represent and warrant to the Purchasers that as at the date of this Agreement and as at the date of completion, each of the representations, warranties and undertakings set out in Schedule V hereto is and will be true and accurate in all respects.
- (b) Each of such representations and warranties is to be construed as a separate representation, warranty and/or obligation respectively, and (except where this Agreement expressly provides otherwise) is not to be limited or restricted by reference to or inference from the terms of any other representation or warranty or any other terms of this Agreement.

19.2 Vendors' Obligations

- (a) With respect to the Adverse Possession Case (as defined in Schedule VII):-
 - (i) the Vendors hereby confirm and acknowledge that they will file a notice of discontinuance in respect of CACV No.99 of 2024; and
 - (ii) the Vendors hereby confirm and acknowledge that they will bear the legal costs and expenses incurred in the Adverse Possession Case by the IO (for their own costs and costs of the opposing party), which shall include the

cost order against the IO, before the Completion Date (the “**Legal Costs**”), and that they will settle the Legal Costs as soon as the exact amounts have been taxed and ascertained (if any)(including the costs of taxation).

- (b) The Vendors shall be responsible for all deficits shown in the Balance Sheet of the IO’s account up to the Completion Date. With regard to the following outstanding contribution (the “**Outstanding Contributions**”) owed by the Minority Owners hereinafter defined, the Purchasers shall procure the IO to use reasonable endeavours to take steps to recover the Outstanding Contributions (and the costs of taking such steps to recover the Outstanding Contributions shall be borne by the Vendors provided that the Vendors shall have the right to nominate the relevant professional advisers (including legal advisers) for such purpose) and if the Purchasers or the IO succeeds in recovering all or part of the Outstanding Contributions from any minority owners below after the Completion:-
- (i) the outstanding contribution by other minority owners of the Building, namely Chang Sai Ho (formerly known as Law Wai Kun) and Kanko Development Limited (collectively, the “**Minority Owners**”) to the Legal Costs; and
 - (ii) the outstanding contributions by the Minority Owners of the Building to the management items (such as management fees and repair fees for compliance of previous Building Orders of the Building and any ancillary legal costs thereto) based on the resolutions passed by the IO.

the Purchasers shall forthwith notify the Vendors and that such money shall be held on trust by the IO on behalf of the Vendors and be returned forthwith without the need for any prior notice from the Vendors. Furthermore, the Vendors and the Purchasers shall enter into a separate deed in respect of this Agreement for Outstanding Contributions. The obligations created under the above arrangements shall survive the Completion and the Purchasers undertake and warrant to procure the IO to pass all resolutions and execute all ancillary actions to facilitate the recovery for Outstanding Contributions after Completion.

- (c) The Vendors shall provide reasonable assistance to ensure a smooth transition of the IO from the Vendors to the Purchasers before Completion.
- (d) The Vendors hereby confirms and acknowledges that they would write to the relevant government department and competent authority upon the signing of this Agreement authorising the Purchasers’ authorised person(s) to have access of all correspondence, documents and information in respect of the Disclosed or the Disclosed Matters (as defined in Schedule VII).

20. **LIMITATIONS ON CLAIMS**

The Purchasers acknowledge and agree that, following Completion, the Purchasers shall not be entitled to make any claim against the Vendors under the Warranties, the representations, the undertakings or otherwise stipulated as the Vendors’ obligations that arises out of or in connection with the Disclosed or the Disclosed Matters or the title to the Properties. Without prejudice to aforesaid, the liability of the Vendors under the Warranties, the representations, the undertakings, the Disclosed or the Disclosed Matters or otherwise stipulated as the Vendors’ obligations shall be limited as set out in Schedule VII.

SCHEDULE I

(Vendor 1)

Name : Winland Centre Limited (永倫中心有限公司)
Place of Incorporation : Hong Kong
Business Registration Number : 67838210
Registered Office Address : Room 712, 7th Floor, Bank of America Tower, No. 12
Harcourt Road, Central, Hong Kong
Capacity : Sole owner and beneficial owner

(Vendor 2)

Name : Winland Culture Limited (永倫文化有限公司)
Place of Incorporation : Hong Kong
Business Registration Number : 67838105
Registered Office Address : Room 712, 7th Floor, Bank of America Tower, No. 12
Harcourt Road, Central, Hong Kong
Capacity : Sole owner and beneficial owner

(Vendor 3)

Name : Winland Property Holding Limited
(永倫興業有限公司)
Place of Incorporation : Hong Kong
Business Registration Number : 35323562
Registered Office Address : Room 712, 7th Floor, Bank of America Tower, No. 12
Harcourt Road, Central, Hong Kong
Capacity : Sole owner and beneficial owner

Collectively referred to as the “Vendors”

(Purchaser 1)

Name : Gold In Properties Limited (創金置業有限公司)
Place of Incorporation and Company Number : Hong Kong
Business Registration Number : 77203217
Registered Office Address : 3/F, 38 On Lok Mun Street, On Lok Tsuen, Fanling, New Territories, Hong Kong

(Purchaser 2)

Name : Sky Union Properties Limited (天聯置業有限公司)
Place of Incorporation and Company Number : Hong Kong
Business Registration Number : 77455852
Registered Office Address : 3/F, 38 On Lok Mun Street, On Lok Tsuen, Fanling, New Territories, Hong Kong

(Purchaser 3)

Name : Profit Rich Management Limited (利富管理有限公司)
Place of Incorporation and Company Number : Hong Kong
Business Registration Number : 76886464
Registered Office Address : 3/F, 38 On Lok Mun Street, On Lok Tsuen, Fanling, New Territories, Hong Kong

Collectively referred to as the “Purchasers”

SCHEDULE II

(Properties)

- (a) **Vendor 1's Properties:** All Those 7/135th parts or shares of and in The Remaining Portion of Section C of Inland Lot No.2821 (Shop B on Ground Floor of Kam Chung Building) ("**Properties 1**").
- (b) **Vendor 2's Properties:** All Those 6/135th parts or shares of and in The Remaining Portion of Section C of Inland Lot No.2821 (12th Floor of Kam Chung Building) ("**Properties 2**").
- (c) **Vendor 3's Properties:** All Those 104/135th parts or shares of and in The Remaining Portion of Section C of inland Lot No.2821 (Shop C on Ground Floor, Shop E on Ground Floor, 2nd Floor, 3rd Floor, Office No.1 on 4th Floor, Office No. 2 on 4th Floor, 5th Floor, 6th Floor, 7th Floor, 8th Floor and Flat Roof, 9th Floor, 10th Floor, 11th Floor and Flat Roof, 13th Floor, the whole of 14th Floor and Flat Roof, 15th Floor and Flat Roof, 16th Floor, Flat Roof on Portion 17th Floor & Upper Flat Roof above 17th Floor and Western Exterior Wall, 17th Floor (also known as Penthouse) all of Kam Chung Building) ("**Properties 3**")

(Properties 1, Properties 2 and Properties 3 hereinabove collectively called "**the said Properties**") For the avoidance of doubt, the Purchasers are purchasing the Properties 1, Properties 2 and Properties 3 together as a single property from the Vendors.

The Purchasers shall take up the said Properties in the following manners:

- (a) Purchaser 1 shall take up the assignment of Shops B, C and E on Ground Floor of Kam Chung Building.
- (b) Purchaser 2 shall take up the assignment of 8th Floor and Flat Roof, 9th Floor, 10th Floor, 11th Floor and Flat Roof, 12th Floor, 13th Floor, the whole of 14th Floor and Flat Roof, 15th Floor and Flat Roof, 16th Floor, 17th Floor (also known as Penthouse) and Flat Roof on Portion of 17th Floor & Upper Flat Roof above 17th Floor and Western Exterior Wall of Kam Chung Building.

- (c) Purchaser 3 shall take up the assignment of 2nd Floor, 3rd Floor, Office No.1 and Office No. 2 on 4th Floor, 5th Floor, 6th Floor, and 7th Floor of Kam Chung Building.

SCHEDULE III

(Purchase Price)

The purchase price of the Properties is HONG KONG DOLLARS THREE HUNDRED EIGHTY-EIGHT MILLION (HK\$388,000,000.00) which shall be paid by the Purchasers to the Vendors in the following manner:-

- (a) the Initial Deposit paid by the Purchasers to the Vendors' Solicitors as stakeholder prior to the execution of this Agreement and shall be released to the Vendors as part payment of the Purchase Price in accordance with Clause 3.2;
- (b) the Further Deposit to be paid by the Purchasers to the Vendors' Solicitors as stakeholders upon the signing of this Agreement and shall be released to the Vendors as part payment of the Purchase Price in accordance with Clause 3.2;
- (b) the Balance of Purchase Price to be paid by the Purchasers upon Completion and at or before 5:00 p.m. on the Completion Date to the Vendors or as the Vendors may direct.

SCHEDULE IV

(Stamp Duty Information / Certification)

Section 29B(1) information:-

- | | | | |
|-----|--|---|------------------------------------|
| 1. | Vendors' names and addresses | : | see Schedule I |
| 2. | Purchasers' names and addresses | : | see Schedule I |
| 3. | Vendors' identification/business registration numbers | : | see Schedule I |
| 4. | Purchasers' identification/business registration numbers | : | see Schedule I |
| 5. | Description and location of the Properties | : | see Schedule II |
| 6. | The Properties comprise, within the meaning of Section 29A(1) of the Stamp Duty Ordinance (Cap.117 of the Laws of Hong Kong) | : | Non-residential property |
| 7. | The date of this Agreement | : | see page 1 of this Agreement |
| 8. | The date of any preceding unwritten sale agreement or agreement for sale made between the same parties and on the same terms | : | 24 March 2025 |
| 9. | The parties hereto have agreed that the Completion Date is the agreed date for a conveyance on sale/ assignment pursuant to this Agreement | : | see Clause 1.1 for Completion Date |
| 10. | There is an agreed consideration for the conveyance on sale/assignment that is to, or may, take place pursuant to this Agreement and the amount or value of the consideration is stated in | : | see Schedule III |
| 11. | Amount or value of any other consideration which each person executing this Agreement 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 pursuant to that agreement (excluding legal expenses and estate agent's commission) | : | Nil |

Section 29G certification:-

It is hereby certified that the transaction agreed to or effected by this Agreement does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or	:	N/A
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value of the consideration exceeds

SCHEDULE V
(WARRANTIES)

1. INSOLVENCY

- (a) As of the date of this Agreement, no receiver, manager or the like, has been appointed in respect of the whole or any part of the assets or undertaking of each of the Vendors.
- (b) As of the date of this Agreement, no petition has been issued, no order has been made and no resolution has been passed for the winding-up, administration, receivership, dissolution or liquidation of each of the Vendors or for a provisional liquidator to be appointed in respect of each of the Vendors and no meeting has been convened for the purpose of considering a resolution for the winding up of each of the Vendors.
- (c) As of the date of this Agreement, each of the Vendors has not stopped payment or is not insolvent or is not unable to pay its debts within the meaning of section 178 of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the Laws of Hong Kong).
- (d) As of the date of this Agreement, no distress, execution or other similar process has been levied in respect of each of the Vendors.

2. PROPERTIES

- (a) The Vendors hereby warrant that the amount of the Purchase Price is sufficient to fully discharge and release the Security Documents against the Properties. The Vendors further agree with the Purchasers that upon signing of this Agreement, the Vendors shall not further mortgage, charge, let or otherwise dispose of the Properties or cause or permit any further encumbrance to be created on the Properties.
- (b) Subject to Schedule VI, as of the date of this Agreement, each of the Vendors has not received any outstanding notice, order or direction from the Government or any other competent authority or the manager of the Properties (if any) requiring each of the Vendors to repair, renovate, maintain, reinstate, demolish, alter or remove or effect other works to the Properties or any part thereof.
- (c) Each of the Vendors has not contracted to sell or part with possession of or let or grant any option over or otherwise dispose of its interest in the Properties.
- (d) Each of the Vendors has not received any notice, order, layout plans (draft or approved), study, development scheme or projects under the Town Planning Ordinance (Cap.131 of the Laws of Hong Kong), the Urban Renewal Authority Ordinance (Cap.563 of the Laws of Hong Kong), the Lands Resumption Ordinance (Cap.124 of the Laws of Hong Kong), the Kowloon-Canton Railway Corporation Ordinance (Cap.372 of the Laws of Hong Kong), the Mass Transit Railway (Land Resumption and Related Provisions) Ordinance (Cap.276 of the Laws of Hong Kong), the Roads (Works, Use and Compensation) Ordinance (Cap.370 of the Laws of Hong Kong) and the Railways Ordinance (Cap.519 of the Laws of Hong Kong) or any form of notice or order of a similar nature or any notice or order from any Governmental Authority the implementation of

which would affect the use, occupation or enjoyment of the Properties or the redevelopment thereof.

3. LITIGATION

Subject to Schedule VII, there are no current legal proceedings between the Vendors and any third party in relation to the Properties, including any owners or occupants of neighbouring properties or any Governmental authority relating to the Properties.

SCHEDULE VI

(Vendors' Disclosure)

- (a) Letter of approval issued by the Buildings Department on 21 April 2015 in respect of the alteration and addition works against Ground Floor, 7th Floor to 16th Floor and Roof.
- (b) Amended Plan prepared by K.A. Kho & Associates Architects & Consultants Ltd. (DWG. No. 2001)
- (c) Amended Plan for Building Authority prepared by K.A. Kho & Associates Architects & Consultants Ltd. (DWG. No. 2002)
- (d) Amended Plan for Building Authority prepared by K.A. Kho & Associates Architects & Consultants Ltd. (DWG. No. 2003)
- (e) Amended Plan for Building Authority prepared by K.A. Kho & Associates Architects & Consultants Ltd. (DWG. No. 2004)
- (f) As of the date of this Agreement, the composition of The Incorporated Owners of Kam Chung Building (Jaffe Road) (the "IO") is as follows:-
 - (i) Fok Fung Yin (Chairman of the IO)
 - (ii) Chan Zin To (Secretary of the IO)
 - (iii) Shea Chi Wah (Treasurer of the IO)
 - (iv) Hui Kit Ching (Member of the IO)They are all representatives of the Vendors.
- (g) Notwithstanding anything to the contrary in this Agreement, the Purchasers hereby confirm and acknowledge that they are fully aware of the existence of the following fire notice, order, direction, judgement, court document, incident and/or issue issued or maybe issued by the Government authorities or otherwise and/or addressed or maybe addressed to the Vendors and/or registered or maybe registered against the Properties and/or in relation to the Properties:-
 - (i) The following order/notice is/are registered in the Land Registry against the Properties which is still outstanding and affecting the Properties:-
 - (A) Order No. C/TB/001477/23/HK under S.24(1) of the Buildings Ordinance with Plan registered in the Land Registry by Memorial No.23072700620075 (re: common part(s) only); and
 - (B) Order No. C/TB/003726/23/HK under S.24(1) of the Buildings Ordinance registered in the Land Registry by Memorial No.23121502080338 (re: common part(s) only).
 - (ii) The following judgement(s)/ court document(s) is/are registered in the Land Registry against the Properties in relation to adverse possession of the Properties:-
 - (A) Sealed copy of Judgment with plan under the High Court Action No.1581 of 2017 registered in the Land Registry by Memorial No.24030601470029 (re

the Relevant Part as coloured Brown in plan attached as Annexure I), which is the adverse possession action brought by Chan Wing Tong against the IO who is one of the defendants and appellants and the Vendors; and

- (B) Certified true copy Notice of Appeal under CACV No.99 of 2024 registered in the Land Registry by Memorial No.24032501620013, which is the appeal taken out by the IO against the judgment made by the Honourable Madam Justice B Chu in High Court Action No.1581 of 2017.

(Collectively, the “**Adverse Possession Case**”)

- (iii) Sealed copy of Judgment in the Land Tribunal of The Hong Kong Special Administrative Region Land Compulsory Sale Main Application No. LDCS 7000/2022 registered in the Land Registry by Memorial No.24050200870019, registered in the Land Registry against the Properties.
- (iv) The directions and findings set out in the following table have been imposed and discovered by the Fire Services Department, Water Supplies Department and Buildings Department:-

Fire Services Department

Item	Reference No.
1)	FSD/FSI/1756/2019
2)	FSD/FSI/1757/2019
3)	FSD/FSI/1759/2019
4)	FSD/FSI/1761/2019
5)	FSD/FSI/1762/2019
6)	FSD/FSI/1764/2019
7)	FSD/FSI/1765/2019
8)	FSD/FSI/1766/2019
9)	FSD/FSI/1767/2019
10)	FSD/FSI/1768/2019
11)	FSD/FSI/1769/2019
12)	FSD/FSI/1770/2019
13)	FSD/FSI/1771/2019
14)	FSD/FSI/1772/2019
15)	FSD/FSI/1773/2019
16)	FSD/FSI/1774/2019
17)	FSD/FSI/1775/2019
18)	FSD/FSI/1776/2019
19)	FSD/FSI/1777/2019
20)	FSD/FSI/1778/2019
21)	FSD/FSI/1779/2019

Water Supplies Department

1)	8090923533 of 8090917585
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Buildings Department

1)	BD FSI/01161/06
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- (v) A Notice No. UMB/MB031205-007/0001 under S.30B(3) of the Buildings Ordinance was issued by the Buildings Department and registered in the Land Registry by Memorial No.23112200970148 (re: common part(s) only) and a Mandatory Building Inspection Report was filed at the Buildings Department on 24 December 2024.
- (vi) Open flat roofs on 11/F, 14/F, and 17/F of the Properties under the building plan have been covered.

SCHEDULE VII

(Limitations on Claims)

- (a) Without prejudice to paragraph (e) of Schedule VII, the Purchasers shall not be entitled to claim against any of the Vendors under this Agreement (including the Warranties, the representations, the undertakings or otherwise stipulated as the Vendors' obligations) unless notice of that claim containing reasonable particulars of it have been delivered to the Vendors within 24 months of the Completion Date.
- (b) Subject to paragraph (a) of Schedule VII but without prejudice to paragraph (e) of Schedule VII hereinbelow, if the Purchasers become aware of any fact, matter, event or circumstance by virtue of which the Vendors are or may become liable under this Agreement (including the Warranties, the representations, the undertakings or otherwise stipulated as the Vendors' obligations), the Purchasers shall as soon as practicable (but in any event within 15 Business Days) inform the Vendors in writing specifying in reasonable detail the fact, matter, event or circumstance giving rise (or which may give rise) to that liability and (where practicable) giving an estimate of the amount which may be claimed against the Vendors in respect of that liability.
- (c) The Warranties, the representations, the undertakings or otherwise stipulated as the Vendors' obligations are qualified by reference to the Disclosed or the Disclosed Matters. The Vendors shall not be liable to the Purchasers in respect of the Warranties to the extent of the Disclosed or the Disclosed Matters.
- (d) Unless otherwise agreed in this Agreement, the Purchasers are deemed to be accepted and satisfied with the Disclosed or the Disclosed Matters and are not entitled to raise any requisition or objection in respect of any of the Disclosed or the Disclosed Matters. All matters related or ancillary thereto do not entitle the Purchasers to request any deduction of the purchase price or compensation and the Purchasers will not be allowed to refuse to complete the purchase of the Properties on this ground. The Purchasers hereby further waive any right to claim against the Vendors for, and the Vendors shall have no liability whatsoever to the Purchasers or to any other person in respect of any loss, damage or cost which the Purchasers or any other person may suffer or incur as a result of the existence of any of the Disclosed or the Disclosed Matters.
- (e) The Purchasers hereby confirm and acknowledge that all notices, orders and directions received by any of the Vendors in respect of the Properties or any part thereof on or before Completion ("**Pre-Completion Notices**") shall not obligate any of the Vendors to perform or conduct any remedial or rectification works. The Purchasers hereby confirm and acknowledge that the Vendors shall have no responsibility in respect of any costs and expenses associated with or arising from any remedial or rectification works related to any of the Pre-Completion Notices.

Notwithstanding the above, the Vendors hereby confirms that they will bear up to half of the aggregate fine or penalty arising from the Pre-Completion Notices provided that the following conditions are fulfilled: -

- (i) the order or decision is adjudicated or issued by the court setting out the amount(s) of fine or penalty within 24 months from the Completion Date; and
- (ii) the aggregate amount of such fine or penalty has reached or exceeded HK\$1 million; and
- (iii) The Purchasers shall use best endeavours to fulfil or perform all necessary remedial works in respect of the Pre-Completion Notice following Completion and within the prescribed timeframe in the Pre-Completion Notices.

For the avoidance of doubt, the Purchasers will not be allowed to refuse to complete the purchase of the Properties on the basis of the Pre-Completion Notices.

- (f) Without prejudice to paragraph (e) of Schedule VII, the total liability of the Vendors for claims made under this Agreement shall not exceed the aggregate amount of the Purchase Price.
- (g) The Purchasers shall be entitled to make more than one claim under this Agreement (including the Warranties, the representations, the undertakings or otherwise stipulated as the Vendors' obligations) arising out of the same subject matter, fact, event or circumstance, but shall not be entitled to recover damages more than once in respect of any one and the same damage regardless of whether more than one claim arises in respect of it.
- (h) The Purchasers shall have no right to make a claim against the Vendors under the Warranties, the representations, the undertakings or otherwise stipulated as the Vendors' obligations if the relevant claim arises or increases as a result of the passing of any law, rule, regulation, or administrative practice by any governmental authority, or any change or any change in the interpretation thereof, after the date of this Agreement.
- (i) The Purchasers hereby expressly waives all its rights and agrees not to raise any objection in relation the above. Furthermore, the Purchasers are not entitled to make request for any deduction of the purchase price or compensation and the Purchasers will not be allowed to refuse to complete the purchase of the Properties on this ground.

In Witness Whereof the parties hereto have duly executed this Agreement the day and year first above written.

SIGNED by Lun Yiu Kay Edwin)

for and on behalf of
Winland Centre Limited
(永倫中心有限公司)

in the presence of/whose signature(s) is/are)
verified by:-)

For and on behalf of
WINLAND CENTRE LIMITED
永倫中心有限公司


.....
Authorized Signature(s)


Tam Suet Yan Sharon
SOLICITOR, HONG KONG SAR
Bird & Bird

SIGNED by Lun Yiu Kay Edwin)

for and on behalf of
Winland Culture Limited
(永倫文化有限公司)

in the presence of/whose signature(s) is/are)
verified by:-)

For and on behalf of
WINLAND CULTURE LIMITED
永倫文化有限公司

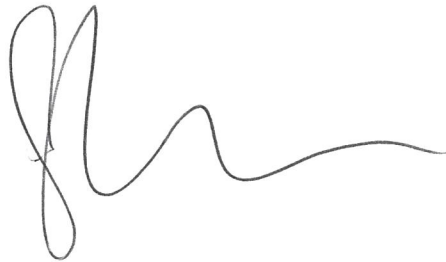

.....
Authorized Signature(s)


Tam Suet Yan Sharon
SOLICITOR, HONG KONG SAR
Bird & Bird

SIGNED by Lun Yiu Kay Edwin)
)
)
)
for and on behalf of)
Winland Property Holding Limited)
(永倫興業有限公司))
in the presence of/whose signature(s) is/are)
verified by:-)

For and on behalf of
WINLAND PROPERTY HOLDING LIMITED
永倫興業有限公司

.....*Edwin Lam*.....
Authorized Signature(s)



Tam Suet Yan Sharon
SOLICITOR, HONG KONG SAR
Bird & Bird

SIGNED by *Chen Lin Lin Caddie*)
)
)
)
for and on behalf of)
Gold In Properties Limited)
(創金置業有限公司))
in the presence of/whose signature(s) is/are)
verified by:-)



Lo Ming Hang Harry
Solicitor, Hong Kong SAR
Messrs. Terry Yeung & Lai

For and on behalf of
GOLD IN PROPERTIES LIMITED
創金置業有限公司

.....
Authorized Signature(s)

SIGNED by *Chen Lin Lin Caddie*)
)
)
)
for and on behalf of)
Sky Union Properties Limited)
(天聯置業有限公司))
in the presence of/whose signature(s) is/are)
verified by:-)



Lo Ming Hang Harry
Solicitor, Hong Kong SAR
Messrs. Terry Yeung & Lai

For and on behalf of
SKY UNION PROPERTIES LIMITED
天聯置業有限公司

Authorized Signature(s)

for and on behalf of
Profit Rich Management Limited
(利富管理有限公司)
in the presence of/whose signature(s) is/are
verified by:-

Authorized Signature(s)

Lo Ming Hang Harry
Solicitor, Hong Kong SAR.
Messrs. Terry Yeung & Lai