CAPITAL UNIVERSAL INVESTMENT LIMITED

and

GOLDEN WEALTH (HK) INVESTMENT LIMITED

A G R E E M E N T for Sale and Purchase

WOO KWAN LEE & LO SOLICITORS & NOTARIES, ROOM 2801, SUN HUNG KAI CENTRE, 30 HARBOUR ROAD, WANCHAI, HONG KONG.

Ref.: SHK/B22/HFM/LYF/2901, 2902, 2903, 2904, 2905, 2906, Reserved Area, B1-P1, B1-P2, B1-P3, B1-P4, B1-P8, B1-M1, B1-M2 & B1-M3/JC/jl (P20739831)

THIS AGREEMENT is made the 30th day of May
Two Thousand and twenty five

BETWEEN the Vendor and the Purchaser whose particulars are set out in Schedule 1.

WHEREAS:-

Recitals

- (1) The Construction of the Development has been completed and the Occupation Permit in respect of the Development was issued by the Building Authority on 16th December 2021.
- (2) A Certificate of Compliance has been issued by the Director of Lands pursuant to the conditions of the Government Grant.
- (3) The Land and the Development are notionally divided into such undivided parts or shares as hereinafter provided.

NOW IT IS HEREBY AGREED AS FOLLOWS:-

Interpretation

- 1. (1) In this Agreement including the recitals the following expressions shall have the following meanings except where the context otherwise permits or requires:-
 - (a) "business day" means a day other than Saturdays, Sundays and public holidays and on which banks are open for business in Hong Kong.
 - (b) "Deed of Mutual Covenant" means the document registered or to be registered in the Land Registry by which the rights, interests and obligations of all or any of the co-owners of the Land and the Development among themselves are defined and incorporates a Management Agreement (if any).
 - (c) "Development" means the development which has been constructed and/or in the course of being constructed on the Land and now known as "RYKADAN ONE (宏基匯)", No.23 Wong Chuk Hang Road, Hong Kong.
 - (d) "Government Grant" means the Government Grant document specified in Schedule 2.
 - (e) "Land" means all that piece or parcel of land known and registered in the Land Registry as THE REMAINING PORTION OF ABERDEEN INLAND LOT NO.282.
 - (f) "Occupation Permit" means the written permission issued by the Building Authority under the provisions of the Buildings Ordinance for the Development to be occupied and includes a Temporary Occupation Permit.

(g) "Other Areas" means:

the area of any cockloft which shall be measured from the interior of the enclosing walls and shall include the internal partitions and columns within such cockloft;

the area of any bay window which shall be measured from the exterior of the enclosing walls or glass windows of such bay window and from the point where the bay window meets the wall dropping to the floor level of a unit excluding the thickness of such wall;

the area of any carparking space which shall be measured to the centre of its demarcating lines or the interior face of its enclosing walls, as the case may be;

the area of any yard, terrace, garden, flat roof, roof and airconditioning plant room which shall be measured from the interior of their boundary lines, and where boundary consists of a wall, then it shall be measured from the interior of such wall.

Where the Property consists of any of the above-mentioned items, the area of each of such items shall be separately set out in Schedule 3.

- (h) "Property" means the property described in Schedule 3.
- (i) "saleable area" means:-

the floor area of a unit enclosed by walls (inclusive of the floor area of any balconies, utility platforms and verandahs but exclusive of the Other Areas), which area (including any balcony, utility platform or verandah enclosed by the walls) shall be measured from the exterior of the enclosing walls of such unit, balconies, utility platform or verandahs (as the case may be) except where such enclosing walls separate two adjoining units, balconies, utility platforms or verandahs (as the case may be), in which case the measurement shall be taken from the middle of those walls, and shall include the internal partitions and columns within such unit; balconies, utility platforms or verandahs (as the case may be); but shall exclude the common parts outside the enclosing walls of such unit balconies, utility platforms or verandahs (as the case may be), and for balconies, utility platforms or verandahs, shall exclude the whole thickness of the enclosing walls or boundary which abut onto the unit Provided That if any of the enclosing walls abut onto a common area, then the whole thickness of the enclosing walls which so abut shall be included. Where a balcony, utility platform or verandah is not enclosed by a solid wall, the floor area of such balcony, utility platform or verandah shall be measured from the external boundary of the said balcony, utility platform or verandah;

Where the Property consists of any of the above-mentioned items, the saleable area of each of such items shall be specified and described separately in Schedule 3.

- (j) "Temporary Occupation Permit" means the temporary permit issued by the Building Authority under the provisions of the Buildings Ordinance for the Development or any part thereof comprising the Property to be occupied.
- (2) In this Agreement, if the context permits or requires, the singular number shall include the plural and the masculine gender shall include the feminine and the neuter.

Sale and Purchase

- 2. The Vendor shall sell and the Purchaser shall purchase the Property TOGETHER with the right in common with the Vendor or other person or persons claiming through, under or in trust for the Vendor to use for the purpose of access to and egress from the Property the lifts, entrance hall, staircases and landings in the Development and such of the passages therein intended for common use and serving the Property and the appurtenances thereto and TOGETHER with all rights of way (if any) and other rights and all privileges, easements and appurtenances thereunto belonging or appertaining AND all the estate, right, title, interest, property, claim and demand whatsoever of the Vendor in and to the Property EXCEPTING AND RESERVING unto the Vendor and its successors and assigns other than the Purchaser the right to the exclusive use occupation and enjoyment of the whole of the Development SAVE AND EXCEPT:-
 - (a) the Property; and
 - (b) such areas and facilities (if any) as may be designated as common areas or common parts and facilities in the Deed of Mutual Covenant or are intended for common use.

Purchase Price

- 3. (1) The purchase price shall be the sum set out in Schedule 4 and shall be paid by the Purchaser to the Vendor in the manner set out hereinbelow.
- (2) The Vendor and the Purchaser hereby declare acknowledge confirm and admit that as at the date of this Agreement, the Vendor is indebted to the Purchaser loans (together with accrued interests) in the total amount of HK\$47,594,399.00 ("the Loans").
 - (3) On completion of the sale and purchase:
 - (a) the purchase price payable by the Purchaser shall be used to set off against the Loans in whole and the purchase price shall be satisfied by the Purchaser releasing and discharging the Vendor from all its obligations to repay the Loans owing to the Purchaser; and
 - (b) the Vendor and all other necessary parties (if any) will execute a proper assurance of the Property ("the Assignment") to the Purchaser or the Purchaser's nominee or sub-purchaser free from incumbrances

but subject to the Government Grant and the Deed of Mutual Covenant.

- (4) The Vendor and the Purchaser hereby further agree that the Assignment shall include provision(s) to the effect that: and the Purchaser hereby further agree that the Assignment shall include provision(s) to the effect that:
 - (a) the Purchaser releases and discharges the Vendor from the Loans and any and all claims, suits, demands, actions, obligations, liabilities, expenses, costs, and losses or damages whatsoever of any kind which in any way relate to or arise out of the Loans or in connection with the Loans;
 - (b) the Loans have been fully repaid and settled by the Vendor to the Purchaser; and
 - (c) the purchase price payable by the Purchaser to the Vendor under the Agreement has been fully paid and settled by the Purchaser to the Vendor.

Duty of Solicitors

4. The Purchaser shall instruct a firm of solicitors of his choice other than Messrs. Woo Kwan Lee & Lo to act for him in this Agreement and the subsequent Assignment to the Purchaser.

Completion

5. The sale and purchase shall be completed at the office of Messrs. Woo Kwan Lee & Lo on the 30th day of May 2025. The completion shall take place by way of cross undertakings of the solicitors firms with the terms prescribed by the Vendor's Solicitors.

Possession

- 6. (1) Subject as mentioned in this Agreement, the Purchaser is, on completion of the sale and purchase, entitled to vacant possession of (i) the Reserved Area of the Property; (ii) Office Parking Spaces Nos. P1, P2, P3, P4 and P8 on Basement 1 Floor of the Property; and (iii) Motorcycle Parking Spaces Nos. M1, M2 and M3 on Basement 1 Floor of the Property (collectively referred to as "the Vacant Portion").
- (2) Offices 1,2,3,4,5 and 6 on the 29th Floor of the Property (collectively referred to as "the Tenanted Portion") are sold subject to and with the benefit of the existing Tenancy Agreement dated 15th April 2025 made between the Vendor and Rykadan Management Services Limited ("the Tenant") in respect of the Tenanted Portion ("the Tenancy Agreement"). The Purchaser acknowledges receipt of copy of the Tenancy Agreement and declare that it is fully aware of the terms and conditions thereof.

Rents, profits, outgoings etc.

7. The rents and profits shall be received and all outgoings shall be discharged by the Vendor up to and inclusive of the actual day of completion, and as from but exclusive of that day all outgoings shall be discharged by the Purchaser. All such rents, profits and outgoings shall, if necessary, be apportioned between the Vendor and the Purchaser and paid on completion.

Risk

- 8. (a) Immediately after the signing of this Agreement, the Property shall as between the Vendor and the Purchaser be at the Purchaser's risk. The Purchaser is hereby advised to take out proper insurance coverage on the Property for his own protection and benefit.
- (b) As from the date of this Agreement, the Vendor shall hold in trust for the Purchaser the benefit of any existing policy of insurance relating to the Property.
- (c) The Vendor does not warrant that any or any adequate policy of insurance exists relating to the Property or, if any such policy exists, that it will be renewed on expiration.
- (d) The Vendor shall, if required, and at the expense of the Purchaser obtain or consent to an endorsement of notice of the Purchaser's interest on the policy of insurance relating to the Property and in such case the Vendor (keeping such policy in force) may require the Purchaser to pay on completion a proportionate part of the premium from the date of this Agreement.

Requisition of title

- 9. (1) If the Purchaser shall make and insist on any objection or requisition in respect of the title or otherwise which the Vendor shall be unable or (on the ground of difficulty, delay or expense or on any other reasonable ground) unwilling to remove or comply with, the Vendor shall, notwithstanding any previous negotiation or litigation, be at liberty to cancel the sale on giving to the Purchaser or his solicitors at least 14 days' notice in writing to that effect, in which case unless the objection or requisition shall have been in the meantime withdrawn, the sale shall on the expiry of the notice be cancelled and the Purchaser shall be entitled to a return of the deposit and other sums of money already paid but without interest, costs or compensation.
- (2) Any requisition or objection in respect of the title shall be delivered in writing to the Vendor's solicitors within seven days after delivery of the title deeds to the Purchaser's solicitors and if no requisition or objection is made within such period the Purchaser shall be deemed to have accepted the Vendor's title and waived his rights to make such requisition or objection.

Government Grant, easements mis-description

- 10. (1) The Property is sold subject to and with the benefit of the Government Grant, for the term of years created thereby or absolutely (as the case may be) and with any right of renewal thereby granted and all easements (if any) subsisting therein.
- (2) No error, mis-statement or mis-description shall cancel the sale nor shall any compensation be allowed in respect thereof save as otherwise provided in this Agreement and except where such error, mis-statement or mis-description relates to a matter materially and adversely affecting the value or user of the Property.

Physical condition

11. The Property is and will be sold on "as is" basis. The Purchaser purchases with full knowledge of the physical condition of the Property and the fittings and finishes therein and takes them as they stand. The Purchaser hereby expressly agrees and accepts that there may exist in the Property pipings, drains, cables,

wires and/or meters and/or any other fixtures, fittings, appliances or installations not serving the Property and the Purchaser shall not raise any requisition, objection or claim in respect thereof.

Rights of Purchaser

- 12. (1) The Purchaser shall at any time before completion of the sale and purchase be at liberty to:-
 - (a) subject to sub-clause (2) hereof, sub-sell the Property without any interference or charges by the Vendor or anyone claiming under or through the Vendor; and
 - (b) charge, mortgage or assign the benefit of this Agreement Provided Always that notice in writing of any such charge, mortgage or assignment is given to the Vendor or his solicitors.
- The Purchaser hereby covenants with the Vendor that in the event that the Purchaser sub-sells the Property or transfers the benefit of this Agreement in any manner whatsoever and whether by written or unwritten agreement before the completion hereof, the Purchaser will procure from the sub-purchaser, donee, nominee, beneficiary, attorney or other transferee whomsoever a covenant in the sub-sale Agreement for Sale and Purchase or impose a binding obligation in such other agreement to the effect that such sub-purchaser or other transferee whomsoever shall (i) disclose, by setting out at length in the sub-sale Agreement for Sale and Purchase or other agreement whatsoever, full details (including identity card numbers and full addresses) of all confirmors, nominees and other intermediate parties who had purchased or sold the Property or any interest therein by any means whatsoever and the full monetary price or other consideration including any commission, reservation or agents fee or any other amount which any of the parties knows has been paid or given over to any person in addition to the consideration payable to the Vendor for the assignment and (ii) will procure from any subsequent subpurchaser or other transferee a covenant, in the subsequent sub-sale Agreement for Sale and Purchase or impose a binding obligation in any other agreement, having similar effect as this Clause 12(2).

Cancellation of Agreement

(3) In the event of the Purchaser requesting and the Vendor agreeing to execute a cancellation agreement or any other means which has the effect of cancelling this Agreement or the obligations of the Purchaser hereunder, the Vendor shall be entitled to demand and receive from the Purchaser a sum to be determined by the Vendor as handling fee and/or as consideration for his agreeing to cancel this Agreement and not as a penalty and the Purchaser will in addition pay or reimburse, as the case may be, to the Vendor all legal costs, charges, disbursements (including stamp duty, if any) in connection with cancellation of this Agreement.

Good title

13. The Vendor shall at his own expense show a good title to the Property and produce to the Purchaser for his perusal such certified or other copies of any deeds or documents of title, wills and matters of public record as may be necessary to complete such title. The costs of verifying the title, including search fees, shall be borne by the Purchaser who shall also, if he requires certified copies of any documents in the Vendor's possession relating to other property

retained by the Vendor as well as to the Property, pay the cost of such certified copies.

Documents of title

14. Such of the documents of title as relate exclusively to the Property will be delivered to the Purchaser. All other documents of title in the possession of the Vendor will be retained by him and he will, if required, give to the Purchaser a covenant for the safe custody, production and delivery of copies thereof at the expense of the Purchaser.

Costs and disbursements of Agreement

- 15. (1) (a) Each party shall bear its own legal costs of and incidental to the preparation, approval, execution, completion, stamping and registration of this Agreement and the subsequent Assignment to the Purchaser.
 - (b) All expenses and disbursements (including without limitation, stamp duty, registration fees, filing fees and expenses referred to in sub-clauses (2), (3) and (4) below) of and incidental to this Agreement, the Assignment and the completion of the purchase shall be borne by the Purchaser;
 - (c) If the Purchaser shall be a company, all legal costs and disbursements arising therefrom including costs and disbursements in connection with preparation of board resolutions and fees and disbursements for obtaining foreign legal opinions shall be borne and paid by the Purchaser.
 - (d) If the Purchaser shall request the Vendor to execute more than one assignment in respect of the Property, the Purchaser shall on completion pay the additional costs charged by the Vendor's Solicitors for their approval at the scale costs applicable to approval of assignments under the Solicitors (General) Costs Rules.
 - (e) if the Purchaser shall sub-sell the Property or nominate another person to take up the Property, all legal costs and disbursements in connection with the sub-sale, the nomination and the Assignment shall be borne by the Purchaser.

Stamp duty, etc.

- (2) All stamp duty (which includes any ad valorem stamp duty, and additional stamp duty chargeable under the Stamp Duty Ordinance (including any subsequent amendments, supplements or substitutions thereto)), and registration fees payable on the preliminary agreement (if any) or this Agreement and the Assignment shall be borne and paid by the Purchaser, who shall, within the period prescribed by the Stamp Duty Ordinance, cause all the said instruments to be stamped with all stamp duty payable thereon, and shall, upon request by the Vendor, also provide the Vendor with certified copies thereof so stamped or endorsed.
- (3) Should the Vendor be required to pay any stamp duty or penalty with respect to any of the instruments mentioned in Clause 15(2), the Purchaser shall reimburse the Vendor for the full amount of any payment made by the Vendor

together with interest thereon at the rate of 4% per annum over and above the prime rate quoted by The Hongkong and Shanghai Banking Corporation Limited from time to time calculated from the date of payment or advance by the Vendor to the date of payment or repayment or reimbursement by the Purchaser of such amount together with all legal costs, disbursements and fees incurred by the Vendor in securing recovery of all amounts of the stamp duty or penalty so paid by the Vendor on a full indemnity basis.

- (4) The professional fees for the plan to be annexed to this Agreement or the Assignment shall be borne and paid by the Purchaser.
- (5) The Purchaser shall indemnify and keep the Vendor indemnified against any loss or damages suffered and expenses fees and charges incurred by the Vendor resulting from any breach of this Clause 15 (including without limitation failure of or delay in payment of all and any of the stamp duty) by the Purchaser.
- (6) The costs of and incidental to the preparation and delivery to the Purchaser of certified copies of documents in the Vendor's possession relating as well to the Property as to other properties retained by the Vendor shall be borne and paid by the Purchaser.
- (7) For the purpose of this Clause, "Stamp Duty Ordinance" means the Stamp Duty Ordinance (Cap. 117) as amended from time to time.
- (8) Notwithstanding anything provided herein to the contrary, the provisions of this Clause 15 shall survive completion.

Time of the Essence

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

Default of the Purchaser

- 17. (1) Should the Purchaser fail to observe or comply with any of the terms and conditions herein contained, the Vendor may give to the Purchaser notice in writing calling upon the Purchaser to make good his default. In the event of the Purchaser failing within 21 days from the date of service of such notice fully to make good his default, the Vendor may by a further notice in writing forthwith determine this Agreement.
 - (2) Upon the determination of this Agreement pursuant to sub-clause (1):-
 - (a) all sums paid by the Purchaser up to 10% of the purchase price by way of deposit shall be forfeited to the Vendor; and
 - (b) where the Purchaser has entered into possession of the Property, the Vendor shall become entitled to re-enter upon the Property and repossess the same free from any right or interest of the Purchaser therein and to receive from the Purchaser as occupation fee a sum equal to interest at the rate of 2% per annum above the prime rate specified by The Hongkong and Shanghai Banking Corporation Limited from time to time on

the unpaid balance of the purchase price for the period during which the Purchaser was in occupation.

(3) Upon determination of this Agreement under sub-clause (1), the Vendor may resell the Property either by public auction or private contract subject to such stipulations as the Vendor may think fit and any increase in price on a resale shall belong to the Vendor. On a resale, any deficiency in price shall be made good and all expenses attending such resale shall be borne by the Purchaser and such deficiency and expenses shall be recoverable by the Vendor as and for liquidated damages Provided That the Purchaser shall not be called upon to bear such deficiency or expenses unless the Property is resold within 6 months of the determination of this Agreement.

Default of Vendor

18. In the event of the Vendor failing to complete the sale in accordance with the terms and conditions hereof, it shall not be necessary for the Purchaser to tender an Assignment to the Vendor for execution before taking proceedings to enforce specific performance of this Agreement.

Rental Deposit

19. The Vendor shall account to the Purchaser for all the deposits paid by the Tenant to the Vendor in respect of the Tenanted Portion (less any deduction which may be made by the Vendor pursuant to the terms of the Tenancy Agreement) (such deposits less such deduction (if any) as aforesaid are hereinafter referred to as "the Rental Deposit") on condition 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 deposit (less any such deduction as aforesaid) and such indemnity (in the form set out in Schedule 6 hereto) ("the Undertaking") shall be delivered to the Vendor on request. This clause shall survive completion.

Deed of Mutual Covenant 20. The Property is sold subject to and with the benefit of a Deed of Mutual Covenant and Management Agreement registered in the Land Registry by Memorial No.23070300960035.

Cost of DMC

21. The Purchaser shall pay to Messrs. Woo Kwan Lee & Lo a due proportion of the costs of and incidental to the preparation stamping registration and completion of the above mentioned Deed of Mutual Covenant and Management Agreement (if any) and the plans thereto or the entire costs of a certified copy thereof in accordance with the scale of costs prescribed in the Solicitors (General) Costs Rules (including the fees for preparation of the plans annexed to such certified copy).

Utility deposits

- 22. Before being entitled to possession of the Property the Purchaser shall:-
 - (a) reimburse the Vendor the deposits or a due proportion of any deposits paid by the Vendor for the supply of water, electricity and gas (if any) to the Property or the common parts of the Development; and
 - (b) pay to the Vendor or the Manager all the deposits, building funds and advance payments payable under the Deed of Mutual Covenant and the fee for the removal of debris left by the

Purchaser, his agents or contractors.

Provided That if any of the deposits, building funds and advance payments and fees mentioned in Clause 22(a) and (b) above has already been paid by the Vendor to the Manager of the Development, the payment concerned shall be reimbursed by the Purchaser to the Vendor (instead of being paid to the Manager) upon completion of the sale and purchase of the Property, whether or not such deposits, building funds, advance payments or fees are transferable or refundable under the Deed of Mutual Covenant.

Registration

23. This Agreement shall be registered at the Land Registry within 1 month from the date hereof.

No further mortgage by the Vendor

24. The Vendor shall not after the execution of this Agreement enter into any mortgage or charge of the Property or any other part of the Land or the Development.

Release of purchase money

25. If and so long as there is a mortgage of or charge on the Property, all money paid hereunder shall be paid to Messrs. Woo Kwan Lee & Lo as stakeholders and shall be applied by them only for the purpose of obtaining reassignment/release of the Property unless a sufficient sum is held to obtain such reassignment/release in which case Messrs. Woo Kwan Lee & Lo may release to the Vendor the amount of excess over and above the sum sufficient to discharge the mortgage or charge as aforesaid.

Notices

26. Any notice required to be given hereunder shall be deemed to have been validly given if addressed to the party to whom the notice is given and sent by ordinary prepaid post to the address of such party herein stated or to his last known address if a notification of change of address has previously been given to the other party or his solicitors and shall be deemed to have been served on the second business day after the date of posting.

Clause to survive completion

27. The provision of Clause 14 shall survive completion of the sale and purchase by the Assignment.

Non-business day etc.

28.

- (a) If any date stipulated for payment herein or the day on which completion of the sale and purchase is to take place as hereinbefore provided shall fall on a day on which Typhoon Signal No. 8 or above is hoisted or Black Rainstorm Warning is issued at any time between the hours of 9:00 a.m. and 5:00 p.m., such date for payment or for completion of the sale and purchase shall be automatically postponed to the immediately following day which is a business day and on which no Typhoon Signal No.8 or above is hoisted or Black Rainstorm Warning is issued at any time between the hours of 9:00 a.m. and 5:00 p.m.
- (b) Unless the contrary intention is expressed, if any date stipulated for payment herein or the day on which completion of the sale and purchase is to take place as hereinbefore provided shall fall on a day which is not a business day, such date for payment or for completion of the sale and purchase shall be automatically

postponed to the immediately following day which is a business day.

Vendor's right to sign and register instrument upon rescission

On either the Vendor or the Purchaser exercising its right of rescission to rescind and/or annul the sale and purchase of the Property, the Vendor shall have the right, if this Agreement shall have been registered in the Land Registry, to register in the Land Registry an instrument signed by the Vendor alone to rescind and/or annul the sale and purchase of the Property which shall be sufficient to rescind and/or annul the sale and purchase 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. 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 or the Purchaser was entitled to terminate and/or rescind and/or annul this Agreement and so far as regards the safety and protection of any such tenant, purchaser, mortgagee or any other person this Agreement shall be deemed to have been duly terminated and/or rescinded and/or annulled and the remedy (if any) of the Purchaser against the Vendor shall be in damages only. If the Purchaser shall have entered into possession of the Property, he shall forthwith deliver up possession of the Property to the Vendor.

Covenants in assignment

30. There shall be incorporated in the subsequent Assignment the covenants in substantially the following terms:-

"The Purchaser hereby expressly covenants with the Vendor to the intent that the burden of the following covenants shall be annexed to the Property and be binding on the Purchaser his executors, administrators and assigns or successors in title that the Purchaser and all persons deriving title from the Purchaser shall:-

- (i) on ceasing to be the owner of the Property notify the Manager (as defined in the Deed of Mutual Covenant and Management Agreement) in writing of such cessation and of the name and address of the new owner within 30 days from the date of assignment in respect thereof;
- (ii) abide by the provisions in the Deed of Mutual Covenant and Management Agreement as if the same terms and covenants on the part of the Second Owner (as defined in the Deed of Mutual Covenant and Management Agreement) set out therein are made directly by the Purchaser;
- (iii) pay all stamp duty or additional stamp duty or further stamp duty due and payable on or relating to this sale and purchase as may be now or hereafter assessed by the Government of the Hong Kong Special Administrative Region (the "Stamp Duty");
- (iv) indemnify and keep the Vendor indemnified against any loss

and damage suffered by the Vendor resulting from any delay or default in payment of the Stamp Duty; and

(v) pay or repay to the Vendor or reimburse the Vendor with the amount of the Stamp Duty paid or advanced by the Vendor on behalf of the Purchaser in the event of default in payment by the Purchaser of the Stamp Duty together with interest thereon at the rate of 4% per annum over and above the prime or best lending rate quoted by The Hongkong and Shanghai Banking Corporation Limited from time to time calculated from the date of payment by the Vendor to the date of payment or repayment or reimbursement by the Purchaser of such amount together with all legal costs, disbursements and fees incurred by the Vendor in securing recovery of all amounts of the Stamp Duty so paid by the Vendor on behalf of the Purchaser on a full indemnity basis."

"The Purchaser acknowledges the rights, entitlements, exceptions and reservations granted and conferred on or reserved by Capital Universal Investment Limited (the "Company" which expression shall include its successors assigns and attorneys) under Clause 8 of the Deed of Mutual Covenant and Management Agreement and the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression the "Covenanting Purchaser") covenants that it shall not do or permit anything to be done which will affect the exercise of the said rights, entitlements, exceptions and reservations by the Company. The Covenanting Purchaser hereby expressly and irrevocably appoints the Company to be its attorney and grants unto the Company the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenanting Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights, entitlements, exceptions and reservations conferred on or reserved by the Company as aforesaid with the full power of delegation and the Covenanting Purchaser hereby further covenants to provide that every assignment of the Property by the Covenanting Purchaser or his nominee or sub-purchaser shall contain the like authority. This authority is deemed to have been granted jointly and severally by the Covenanting Purchaser if the Covenanting Purchaser consists of more than one purchaser."

This Agreement constitutes full agreement

31. This Agreement sets out the full agreement between the parties hereto and supersedes any other commitments, agreements, warranties or understandings, written or verbal, that the parties hereto may have had with respect to the subject matter of this Agreement. Without prejudice to the generality of the foregoing, no warranties or representations express or implied of any kind other than those set out above (if any) are or have been made or given by the Vendor or by anybody on his behalf and if any such warranties or representations express or implied have been made, the same are withdrawn or deemed to have been withdrawn immediately before the execution of this Agreement.

Miscellaneous

32. (a) In this Agreement, unless the context otherwise requires, the

expression "the Vendor" and/or "the Purchaser" wherever used shall (if the context so permits or requires) in the case of an individual include the person specifically named and his executors, administrators and assigns and in the case of a company or corporation include the company or corporation specifically named and its successors and assigns and in the case of persons holding as tenants in common include the persons specifically named and any of them and their respective executors administrators and assigns and in the case of persons holding as joint tenants include the persons specifically named and the survivors or survivor of them and the executors and administrators of such survivor and his or their assigns.

(b) Where there is more than one person comprised in the expression "the Purchaser", the undertakings, agreement, covenants and obligations herein expressed or implied shall be deemed to be made or given by such person jointly and severally whether such persons hold the Property as joint tenants or tenants in common.

Marginal Notes

33. The marginal notes to this Agreement shall not be deemed to be part hereof and shall not affect the interpretation or construction of this Agreement.

Stamp Duty Ordinance

34. For the purpose of section 29B(1) and (5) of the Stamp Duty Ordinance, the matters to be specified are as set out in Schedule 5 hereto.

Change of Development's Name

35. The Vendor has the absolute right to determine the name of the Development and to insert the same under this Agreement, any supplemental agreement or cancellation agreement, the subsequent Assignment, the Deed of Mutual Covenant and all other relevant documents before completion and execution of the Deed of Mutual Covenant. The Purchaser shall not object to such insertion or raise any requisitions thereto or refuse to complete or request for any deduction in purchase price in relation thereto.

Certificate of value

36. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds HK\$ N/A.

Rights of Third Parties

37. For the purposes of the Contracts (Rights of Third Parties) Ordinance (Cap.623) and notwithstanding any other provisions of this Agreement, this Agreement is not intended to, and does not, give any person who is not a party to it any right to enforce any of its provisions.

(a) Vendor: CAPITAL UNIVERSAL INVESTMENT LIMITED (加字投資有限

公司) (Business Registration No.19982865) whose registered office is situate at 29th Floor, Rykadan One, No.23 Wong Chuk Hang Road,

Wong Chuk Hang, Hong Kong.

(b) Purchaser: GOLDEN WEALTH (HK) INVESTMENT LIMITED

(金盈香港投資有限公司)

whose registered office is situate at Unit A, 3rd Floor, Cheong Sun

Tower, 116-118 Wing Lok Street, Sheung Wan, Hong Kong.

Business Registration No.77833200

(as sole owner)

and which for the purposes of this Agreement shall include his/her/their

executors and administrators.

SCHEDULE 2 (Clause 1(1)(d) refers)

Government Lease dated 27th December 1968 as varied or modified by a Modification Letter dated 25th February 2011 and registered in the Land Registry by Memorial No.11030702450017 and a Modification Letter dated 28th October 2015 and registered in the Land Registry by Memorial No.15103002470010, the particulars of which are as follows:—

(a) Parties: Queen Elizabeth II of the one part and Tingkwon Metal Manufactory

Limited of the other part

(b) Date: 27th December 1968

(c) Term: 75 years from 10th December 1962 with a right of renewal for one

further term of 75 years

(d) User: Non-industrial (excluding residential, godown, hotel and petrol filling

station) purposes

(e) Lot Number: Aberdeen Inland Lot No.282

SCHEDULE 3 Property

ALL THOSE 662 equal undivided 14,700th parts or shares of and in the Land and of and in the Development TOGETHER with the sole and exclusive right and privilege to hold use occupy and enjoy ALL THOSE units known as OFFICES 1, 2, 3, 4, 5 and 6 on the TWENTY NINTH FLOOR and RESERVED AREA and ALL THOSE OFFICE CAR PARKING SPACES NOS. P1, P2, P3, P4 and P8 on BASEMENT 1 FLOOR and ALL THOSE MOTORCYCLE PARKING SPACES NOS.M1, M2 and M3 on BASEMENT 1 FLOOR of the Development (as shown on the Floor Plan(s) hereto attached and thereon coloured Pink).

A. Saleable area of the said units:

Approximately 59.901 square metres for Office 1 on 29th Floor Approximately 40.088 square metres for Office 2 on 29th Floor Approximately 69.847 square metres for Office 3 on 29th Floor Approximately 70.886 square metres for Office 4 on 29th Floor Approximately 42.991 square metres for Office 5 on 29th Floor Approximately 46.292 square metres for Office 6 on 29th Floor

B. Other Areas:

Approximately N/A square metres for the bay window Approximately N/A square metres for the flat roof Approximately N/A square metres for the garden Approximately N/A square metres for the cockloft Approximately N/A square metres for the yard Approximately N/A square metres for the terrace

Approximately 12.5 square metres for office car parking space (each)
Approximately 2.4 square metres for motorcycle parking space (each)

Approximately N/A square metres for retail car parking space for the disabled

Approximately N/A square metres for air-conditioning plant room

C. Air-conditioning platform:

Approximately N/A square metres

The purchase price mentioned in Clause 3(1) shall be HK\$47,594,399.00.

(Clause 34 refers)

Matters required to be specified under Section 29B(5) of the Stamp Duty Ordinance:

(a)	(1)	Name of the Vendor -	See Schedule 1(a)
	` /	Registered Office of the Vendor -	See Schedule 1(a)
	(2)	Name of the Purchaser -	See Schedule 1(b)
		Address/Registered Office of the Purchaser -	See Schedule 1(b)
(b)	(1)	Identification Number of the Vendor -	See Schedule 1(a)
. ,	, ,		(if applicable)
	(2)	Identification Number of the Purchaser -	See Schedule 1(b)
			(if applicable)
(c)	(1)	Business Registration Number of the Vendor -	See Schedule 1(a)
			(if applicable)
	(2)	Business Registration Number of the Purchaser -	See Schedule 1(b)
			(if applicable)
(d)	Desc	cription and location of the Property -	See Schedule 3
			C G
(e)		Property is non-residential property within the meaning of	r Section 29A(1) of the
	Stam	p Duty Ordinance.	

- (f) Date of this Agreement See page 1
- (g) This Agreement was not preceded by any Provisional Agreement for Sale and Purchase.
- (h) The agreed date for the conveyancing on sale or assignment of the Property is set out in Clause 5.
- (i) There is an agreed consideration for the conveyancing on sale or assignment that is to, or may, take place pursuant to this Agreement and the amount of the consideration is set out in Schedule 4.
- (j) There is no other consideration which the parties signing this Agreement know has been paid or given, or has been agreed to be paid or given, to any person for or in connection with this Agreement or any conveyance on sale or assignment pursuant to this Agreement (excluding legal expenses and estate agents' commission).

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

THE SCHEDULE ABOVE REFERRED TO

2025.

PROPERTY: [premises' description] SIGNED by) for and on behalf of the Purchaser whose signature(s) is/are verified by:)

AS WITNESS the hands of the said parties hereto the day and year first above written.

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

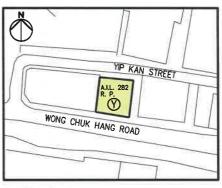
SIGNED by)
LO HOI WAH HEYWOOD	For and on behalf of GOLDEN WEALTH (HK) INVESTMENT LIMITE 金盈香港投資有限公司
for and on behalf of the Purchaser	Authorized Signature(s,
in the presence of:-	3

ZM Lawyers Solicitor, Hong Kong SAR

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OFFICE	1	2	3	4	5	6
OFFICE	(P)					



29th FLOOR PLAN



SITE PLAN SCALE 1: 1000

LEGEND:



PINK



YELLOW

NOTES:

- 1. FOR IDENTIFICATION PURPOSES ONLY.
- 2. THIS PLAN IS SUBJECT TO ANY AMENDMENT(S) WHICH MAY BE APPROVED BY THE BUILDING AUTHORITY AND/OR LANDS DEPARTMENT.

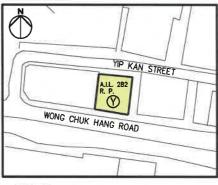


I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

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29th FLOOR PLAN



SITE PLAN SCALE 1: 1000

LEGEND:



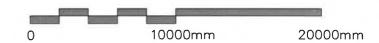
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YELLOW

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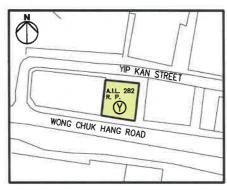
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OFFICE	1	2	3	4	5	6
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29th FLOOR PLAN



SITE PLAN
SCALE 1: 1000

LEGEND:

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PINK



YELLOW

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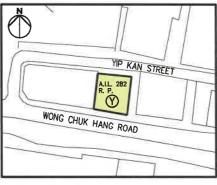
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29th FLOOR PLAN



SITE PLAN SCALE 1: 1000

LEGEND:



PINK



YELLOW

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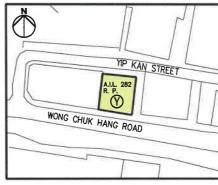
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29th FLOOR PLAN



SITE PLAN
SCALE 1: 1000

#### LEGEND:



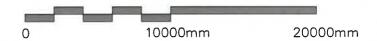
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#### NOTES:

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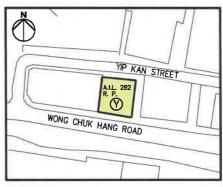


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29th FLOOR PLAN



SITE PLAN SCALE 1: 1000

#### LEGEND:



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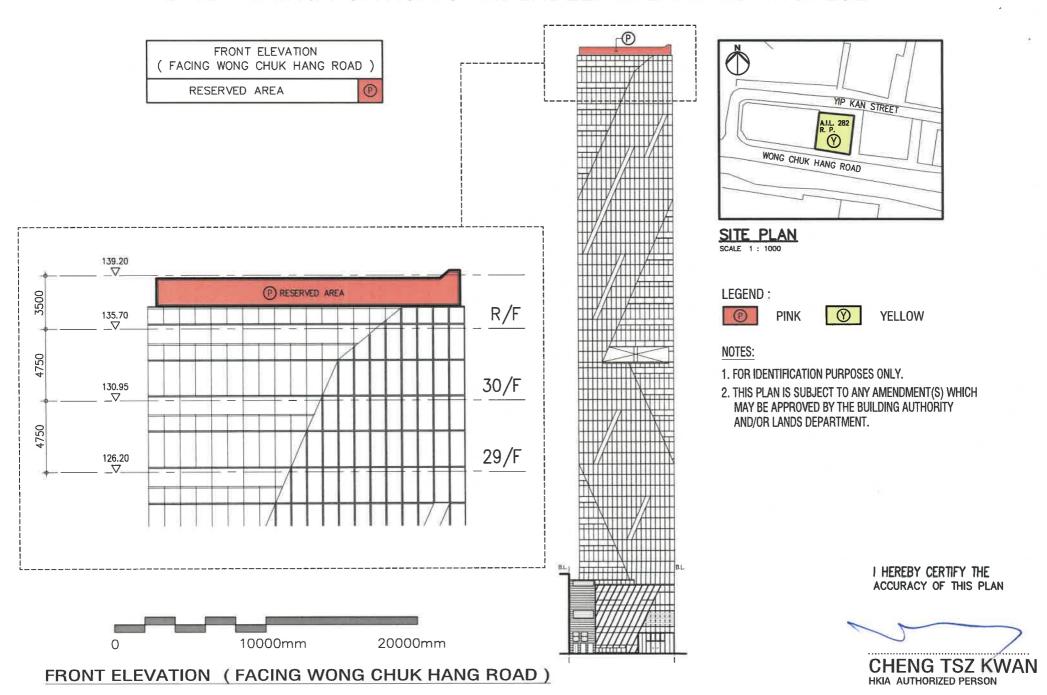
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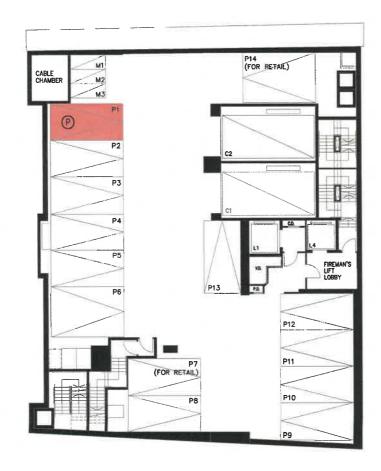


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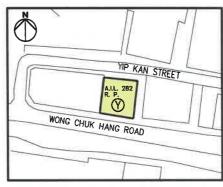
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|         | BASEMENT 1 FLOOR |    |    |    |    |    |    |    |    |     |     |     |     |     |    |    |    |
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| CADDADK | P1               | P2 | РЗ | P4 | P5 | P6 | P7 | P8 | Р9 | P10 | P11 | P12 | P13 | P14 | M1 | М2 | мз |
| CARPARK | ®                |    |    |    |    |    |    |    |    |     |     |     |     |     |    |    |    |



**BASEMENT 1 FLOOR PLAN** 



SITE PLAN SCALE 1: 1000

#### LEGEND:



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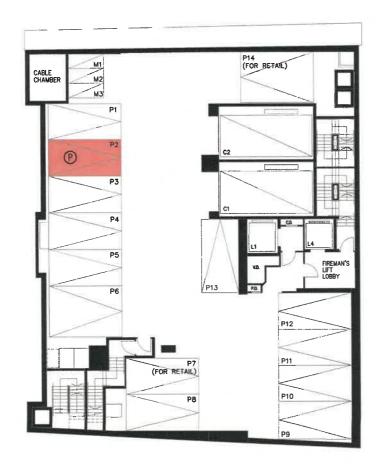
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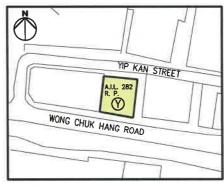
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|          | BASEMENT 1 FLOOR |    |    |    |    |    |    |    |    |     |     |     |     |     |    |    |    |
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| CARRADIC | P1               | P2 | Р3 | P4 | P5 | P6 | P7 | Р8 | P9 | P10 | P11 | P12 | P13 | P14 | M1 | М2 | мз |
| CARPARK  |                  | P  |    |    |    |    |    |    |    |     |     |     |     |     |    |    |    |



**BASEMENT 1 FLOOR PLAN** 



SITE PLAN SCALE 1: 1000

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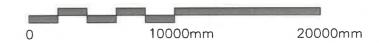
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#### NOTES:

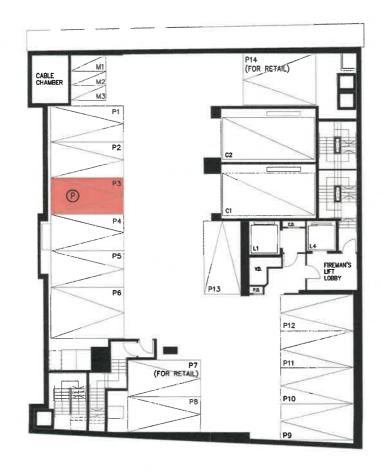
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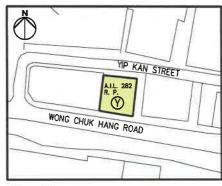
I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

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BASEMENT 1 FLOOR																	
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CARPARK			(P)														



BASEMENT 1 FLOOR PLAN



SITE PLAN

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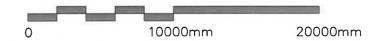
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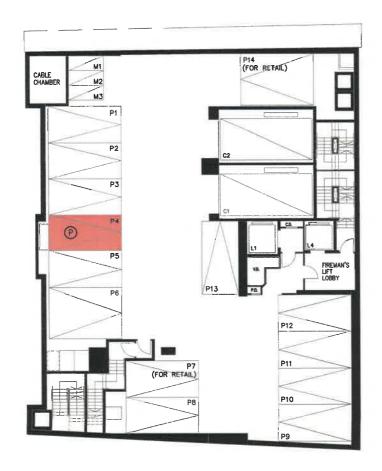
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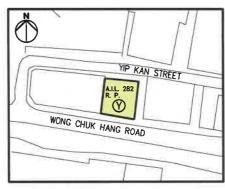
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	BASEMENT 1 FLOOR																
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CARPARK				P													



BASEMENT 1 FLOOR PLAN



SCALE 1: 1000

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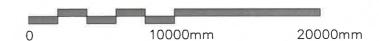
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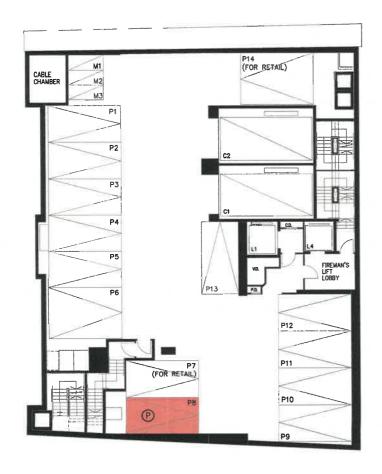
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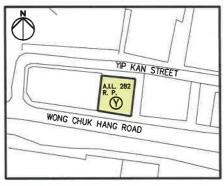
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CHENG TSZ KWAN

BASEMENT 1 FLOOR																	
CARPARK	P1	P2	РЗ	P4	P5	P6	Р7	Р8	P9	P10	P11	P12	P13	P14	М1	М2	мз
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BASEMENT 1 FLOOR PLAN



SITE PLAN
SCALE 1: 1000

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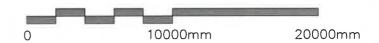
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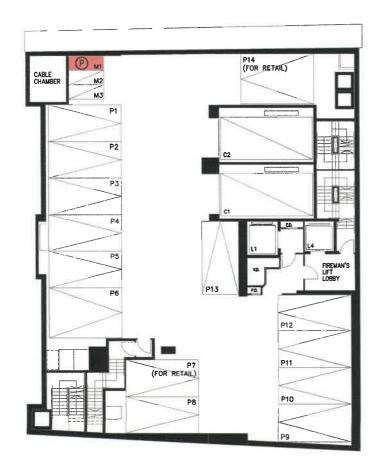
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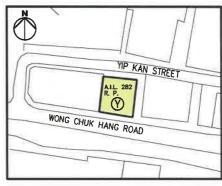


I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

BASEMENT 1 FLOOR																	
CARPARK	P1	P2	РЗ	P4	P5	P6	Р7	P8	P9	P10	P11	P12	P13	P14	M1	М2	мз
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BASEMENT 1 FLOOR PLAN



SITE PLAN SCALE 1: 1000

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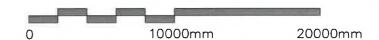
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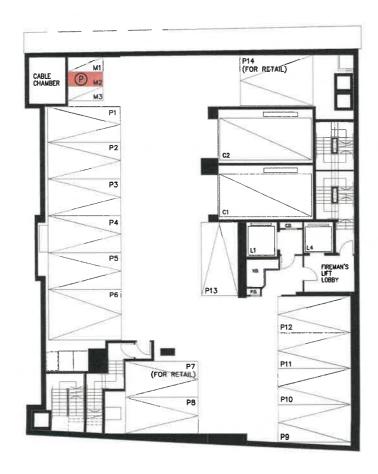


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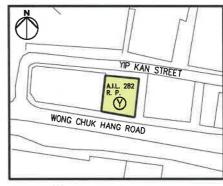
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BASEMENT 1 FLOOR																	
CARPARK	P1	P2	Р3	P4	P5	P6	P7	Р8	P9	P10	P11	P12	P13	P14	M1	М2	мз
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BASEMENT 1 FLOOR PLAN



SITE PLAN

LEGEND:



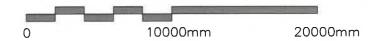
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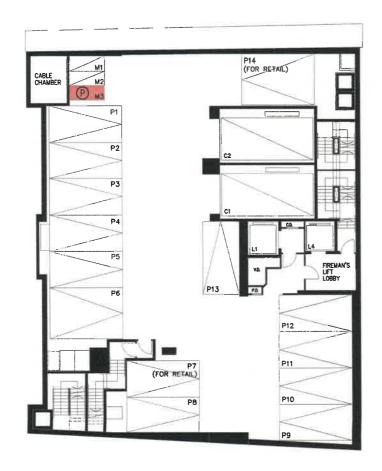
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I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

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CADDADK	P1	P2	РЗ	P4	P5	P6	Р7	Р8	Р9	P10	P11	P12	P13	P14	M1	M2	мз
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BASEMENT 1 FLOOR PLAN



SITE PLAN
SCALE 1: 1000

LEGEND:



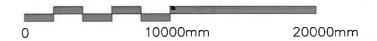
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I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

Dated the 30th day of May 2025

CAPITAL UNIVERSAL INVESTMENT LIMITED

TO

GOLDEN WEALTH (HK) INVESTMENT LIMITED

ASSIGNMENT

WOO KWAN LEE & LO, SOLICITORS & NOTARIES, ROOM 2801, SUN HUNG KAI CENTRE, 30 HARBOUR ROAD, WANCHAI, HONG KONG.

Ref.: SHK/B22/HFM/LYF/2901, 2902, 2903, 2904, 2905, 2906, Reserved Area, B1-P1, B1-P2, B1-P3, B1-P4, B1-P8, B1-M1, B1-M2 & B1-M3/JC/jl (P20739831)

(Assignment - 2 parties) (2025.05.26)

BETWEEN

- (1) CAPITAL UNIVERSAL INVESTMENT LIMITED (加宇投資有限公司) (Business Registration No.19982865) (Company Registration No.552001) whose registered office is situate at 29th Floor, Rykadan One, No.23 Wong Chuk Hang Road, Wong Chuk Hang, Hong Kong ("the Vendor"); and
- (2) The person or person(s) or corporation(s) whose name(s) and address(es)/registered office(s) are set out in paragraph 1 of the First Schedule hereto ("the Purchaser").

WHEREAS:

- 1. As at the date of this Assignment, the Vendor is indebted to the Purchaser loans (together with accrued interests) in the total amount of HK\$47,594,399.00 ("the Loans").
- 2. By an agreement for sale and purchase dated 30th May 2025 ("the Agreement"), the Vendor agrees to sell and the Purchaser agrees to purchase the Property (as defined below) at the purchase price of HK\$47,594,399.00 and that the purchase price payable by the Purchaser shall be used to set off against the Loans in whole and the purchase price shall be satisfied by the Purchaser releasing and discharging the Vendor from all its obligations to repay the Loans owing to the Purchaser on completion with provisions to such effects under the relevant assignment.
- 3. Pursuant to the Agreement, the Vendor has agreed to sell the Property to the Purchaser in consideration of the release in clause 7 of this Assignment.

NOW THIS ASSIGNMENT WITNESSETH as follows:-

1. IN CONSIDERATION of the release in clause 7 of this Assignment, the Vendor as beneficial owner ASSIGNS to the Purchaser the property described in Part I of the Second Schedule hereto ("the Property") EXCEPTING AND RESERVING unto the Vendor such rights as set out or referred to in paragraph (B)(b) and (c) of Part I of the said Second Schedule TO HOLD the same unto the Purchaser (in the case of the Purchaser being more than one person in such type of ownership as may be specified in paragraph 1 of the said First Schedule) for the residue of the term of years created by the Government Lease referred to in Part II of the said Second Schedule ("the Government Lease") SUBJECT to the payment of the due proportion of the yearly Government rent reserved by and the covenants conditions and provisos contained in the Government Lease AND SUBJECT ALSO to and with the benefit of the Deed of Mutual Covenant and Management Agreement as set out in Part III of the said Second Schedule ("the Deed of Mutual Covenant and Management Agreement") so far as the same relates to or affects the Property AND SUBJECT to the existing lettings (if any).

- 2. The Vendor hereby covenants with the Purchaser that the Deed of Mutual Covenant and Management Agreement is now good valid and subsisting and in no way becomes voidable and that the covenants by the Vendor and the terms conditions and provisos contained in the Deed of Mutual Covenant and Management Agreement have hitherto been observed and performed.
- 3. The Purchaser hereby covenants with the Vendor that the Purchaser will henceforth during the residue of the said term perform observe and comply with all the covenants terms conditions and provisos contained in the Deed of Mutual Covenant and Management Agreement and will keep the Vendor indemnified against all actions suits expenses and claims on account of the breach or non-performance or non-observance of the said covenants terms conditions and provisos or any of them.
- 4. The Purchaser hereby expressly covenants with the Vendor to the intent that the burden of the following covenants shall be annexed to the Property and be binding on the Purchaser his executors administrators successors in title and assigns that the Purchaser and all persons deriving title from the Purchaser shall:-
 - (i) on ceasing to be the owner of the Property notify the Manager (as defined in the Deed of Mutual Covenant and Management Agreement) in writing of such cessation and of the name and address of the new owner within 30 days from the date of assignment in respect thereof;
 - (ii) abide by the provisions in the Deed of Mutual Covenant and Management Agreement as if the same terms and covenants on the part of the Second Owner (as defined in the Deed of Mutual Covenant and Management Agreement) set out therein are made directly by the Purchaser;
 - (iii) pay all stamp duty or additional stamp duty or further stamp duty or penalty due and payable on or relating to this sale and purchase as may be now or hereafter assessed by the Government of the Hong Kong Special Administrative Region ("the Stamp Duty");
 - (iv) indemnify and keep the Vendor indemnified against any loss or damage suffered by the Vendor resulting from the delay or default in payment of the Stamp Duty; and
 - (v) pay or repay to the Vendor or reimburse the Vendor with the amount of the Stamp Duty paid or advanced by the Vendor on behalf of the Purchaser in the event of default in payment by the Purchaser of the Stamp Duty together with interest thereon at the rate of 4% per annum over and above the prime lending rate quoted by The Hongkong And Shanghai Banking Corporation Limited from time to time calculated from the date of payment by the Vendor to the date of payment or repayment or reimbursement by the Purchaser of such amount together with all legal costs, disbursements and fees incurred by the Vendor in securing recovery of all amounts of the Stamp Duty so paid by the Vendor on behalf of the Purchaser on a full indemnity basis.

- The Purchaser acknowledges the rights, entitlements, exceptions and reservations 5. granted and conferred on or reserved by Capital Universal Investment Limited ("the Company" which expression shall include its successors assigns and attorneys) under Clause 8 of the Deed of Mutual Covenant and Management Agreement and the Purchaser (each and all of whom including the Purchaser is and are hereinafter included in the expression "the Covenanting Purchaser") covenants that it shall not do or permit anything to be done which will affect the exercise of the said rights, entitlements, exceptions and reservations by the Company. The Covenanting Purchaser hereby expressly and irrevocably appoints the Company to be its attorney and grants unto the Company the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as the acts and deeds of the Covenanting Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights, entitlements, exceptions and reservations conferred on or reserved by the Company as aforesaid with the full power of delegation and the Covenanting Purchaser hereby further covenants to provide that every assignment of the Property by the Covenanting Purchaser or his nominee or sub-purchaser shall contain the like authority. This authority is deemed to have been granted jointly and severally by the Covenanting Purchaser, if the Covenanting Purchaser consists of more than one person.
- 6. The Purchaser hereby further expressly covenants with the Vendor that the Purchaser acknowledges the rights conferred on Capital Universal Investment Limited (and its successors and assigns) under Clause 8 of the Deed of Mutual Covenant and Management Agreement and the Purchaser shall not do or permit anything to be done which will affect the exercise of the said rights by Capital Universal Investment Limited (and its successors and assigns). The Purchaser hereby appoints Capital Universal Investment Limited (and its successors and assigns) to be its attorney and grants unto Capital Universal Investment Limited (and its successors and assigns) the full right power and authority to do all acts deeds matters and things and to execute and sign seal and as the act of the Purchaser deliver such deeds and to sign such documents or instruments as may be necessary for the exercise of or incidental to the exercise of the rights conferred on Capital Universal Investment Limited (and its successors and assigns) as aforesaid with full power of delegation and further agrees to provide that every assignment of the Property by the Purchaser or his nominee or his subpurchaser shall contain the like authority. This authority is deemed to have been granted jointly and severally by the Purchaser, if the Purchaser consists of more than one person.
- 7. The Purchaser hereby releases and discharges the Vendor from the Loans and any and all claims, suits, demands, actions, obligations, liabilities, expenses, costs, and losses or damages whatsoever of any kind which in any way relate to or arise out of the Loans or in connection with the Loans.
- 8. The Vendor and the Purchaser hereby acknowledge declare confirm and admit that upon the execution of this Assignment :
- (a) the Loans have been fully repaid and settled by the Vendor to the Purchaser; and
- (b) the purchase price payable by the Purchaser to the Vendor under the Agreement has been fully paid and settled by the Purchaser to the Vendor.

- 9. It is hereby agreed and declared by the parties hereto that the respective covenants by the Vendor and the Purchaser implied by the Conveyancing and Property Ordinance (Cap.219) ("the Ordinance") and herein contained shall be construed and shall take effect so far as they affect or relate to the Property but not further or otherwise.
- 10. For the purpose of this Assignment, the reference to "any Deed of Mutual Covenant" in Part I and Part II of the First Schedule to the Ordinance shall mean and include, the Deed of Mutual Covenant and Management Agreement, the reference to "Government Lease" in the said Part I and Part II of the First Schedule to the Ordinance shall mean and include the Government Lease described in Part II of the Second Schedule hereto, words importing the singular number only shall include the plural number and vice versa, words importing the masculine gender only shall include the feminine gender and neuter gender and words importing persons shall include corporations and where two or more persons are comprised in the expression "the Purchaser" the covenants herein contained on the part of the Purchaser shall be deemed to be made by such persons jointly and severally.
- 11. It is hereby certified that the Property is non-residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance (Cap.117).
- 12. It is hereby certified that the transaction hereby effected does not form part of a larger transaction or a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds HK\$ N/A.
- 13. Notwithstanding that a term of this Assignment purports to confer a benefit on any person who is not a party to this Assignment, a person who is not a party to this Assignment shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any provisions of this Assignment.

IN WITNESS whereof this Assignment has been duly executed by the Vendor and the Purchaser the day and year first above written.

FIRST SCHEDULE

1. The Purchaser:-

GOLDEN WEALTH (HK) INVESTMENT LIMITED

(金盈香港投資有限公司)

whose registered office is situate at Unit A, 3rd Floor, Cheong Sun Tower, 116-118 Wing Lok Street, Sheung Wan, Hong Kong.

(as Sole Owner)

Business Registration No.77833200

SECOND SCHEDULE

I. The Property:-

(A) Description, Address, Lot Number and Undivided Shares etc:-

ALL THOSE 662 equal undivided 14,700th parts or shares of and in ALL THAT piece or parcel of ground registered in the Land Registry as THE REMAINING PORTION OF ABERDEEN INLAND LOT NO.282 ("the Land") And of and in the development erected on the Land and now known as "RYKADAN ONE (宏基匯)", No.23 Wong Chuk Hang Road, Hong Kong ("the Development") TOGETHER with the sole and exclusive right and privilege to hold use occupy and enjoy ALL THOSE premises known as OFFICES 1, 2, 3, 4, 5 and 6 on the TWENTY NINTH FLOOR and RESERVED AREA and ALL THOSE OFFICE CAR PARKING SPACES NOS.P1, P2, P3, P4 and P8 on BASEMENT 1 FLOOR and ALL THOSE MOTORCYCLE PARKING SPACES NOS.M1, M2 and M3 on BASEMENT 1 FLOOR of the Development (as shown on the Floor Plan(s) annexed hereto and thereon coloured Pink).

- (B) Exceptions and Reservations:-
 - (a) Excepted and reserved as in the Government Lease hereinafter described is excepted and reserved; and
 - (b) Excepting and reserving unto the Vendor its successors and assigns other than the Purchaser the right to the exclusive use occupation and enjoyment of the whole of the Development save and except:-
 - (i) the Property; and
 - (ii) such areas and facilities (if any) as may be designated as Common Areas and Facilities in the Deed of Mutual Covenant and Management Agreement or are intended for common use; and
 - (c) Excepting and reserving unto the Vendor its successors and assigns other than the Purchaser such rights and privileges as are specified or contained in the Deed of Mutual Covenant and Management Agreement.
- (C) Easements and other appurtenant rights the benefit of which is assigned with the Property:-
 - All rights and rights of way (if any), privileges, easements and appurtenances belonging or appertaining to the Property.
- (D) Easements and other appurtenant rights to which the Property is subject :-

All subsisting rights and rights of way (if any) and other privileges and easements to which the Property is now subject.

II. The Government Lease:-

Government Lease dated 27th December 1968 as varied or modified by a Modification Letter dated 25th February 2011 and registered in the Land Registry by Memorial No.11030702450017 and a Modification Letter dated 28th October 2015 and registered in the Land Registry by Memorial No.15103002470010, the particulars of which are as follows:—

(a) Parties: Queen Elizabeth II of the one part and Tingkwon Metal

Manufactory Limited of the other part

(b) Date: 27th December 1968

(c) Term: 75 years from 10th December 1962 with a right of renewal

for one further term of 75 years

(d) Lot Number: Aberdeen Inland Lot No.282

III. The Deed of Mutual Covenant and Management Agreement:

A Deed of Mutual Covenant and Management Agreement registered in the Land Registry by Memorial No.23070300960035.

SEALED with the Common Seal of

the Vendor and SIGNED by

CHAN WILLIAM

person(s)/director(s) duly authorised by

a resolution of its board of directors, whose

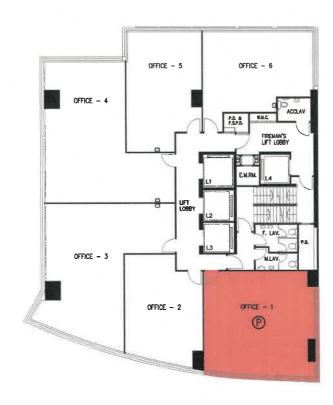
signature(s) is/are verified by :-

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

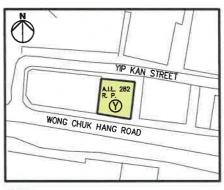
SEALED with the Common Seal of)		
the Purchaser and SIGNED by)		3
LO HOI WAH HEYWOOD))	, /	
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ZM Lawyers Solicitor, Hong Kong SAR

	29th FLOOR													
OFFICE	1	2	3	4	5	6								
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29th FLOOR PLAN



SITE PLAN SCALE 1: 1000

LEGEND:



PINK



YELLOW

NOTES:

- 1. FOR IDENTIFICATION PURPOSES ONLY.
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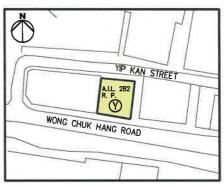


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29th FLOOR PLAN



SITE PLAN
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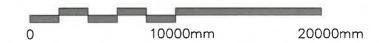
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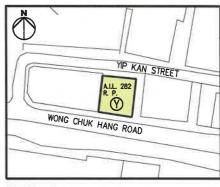


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29th FLOOR PLAN



SITE PLAN SCALE 1: 1000

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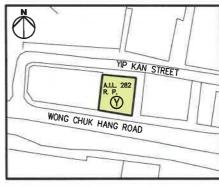


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29th FLOOR PLAN



SITE PLAN SCALE 1: 1000

LEGEND:



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29th FLOOR PLAN



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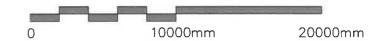
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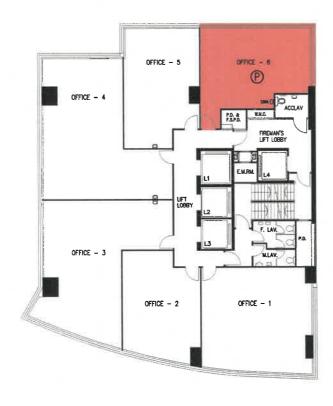
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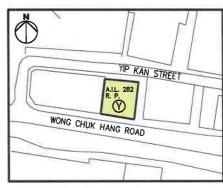


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29th FLOOR PLAN



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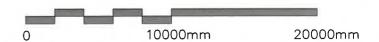
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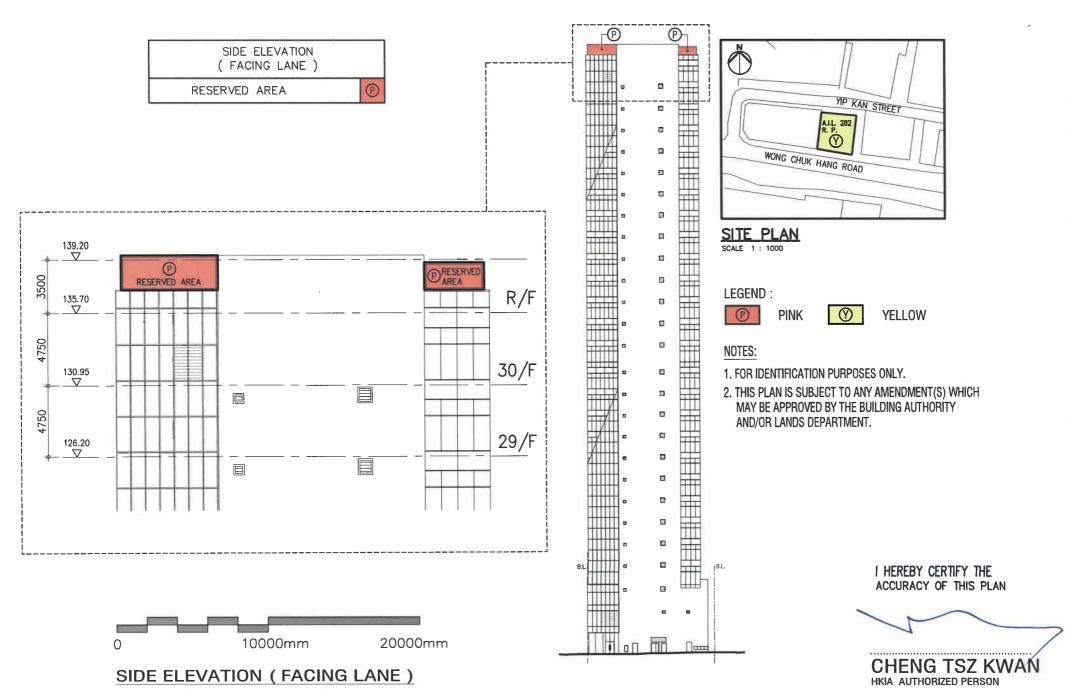
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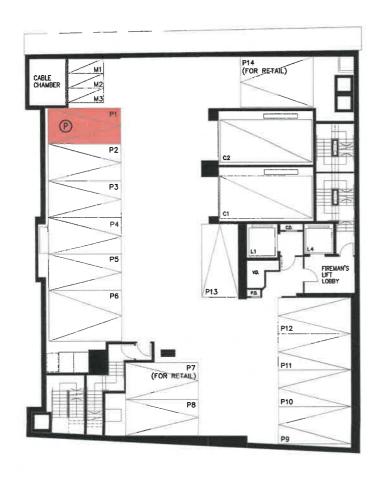
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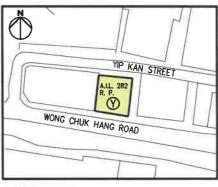
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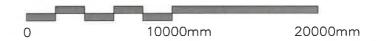
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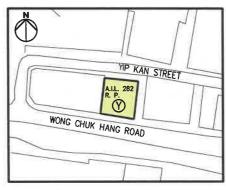
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BASEMENT 1 FLOOR PLAN

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BASEMENT 1 FLOOR PLAN



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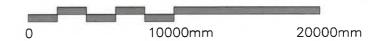
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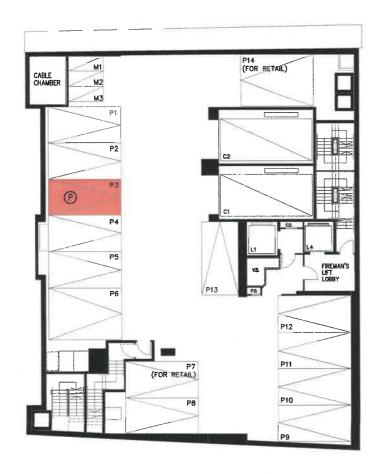
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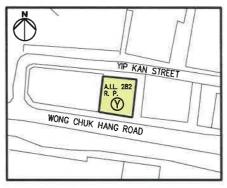
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BASEMENT 1 FLOOR PLAN



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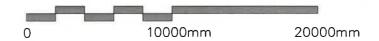
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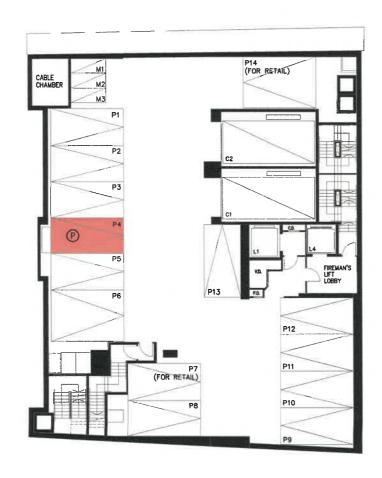
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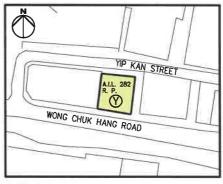


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BASEMENT 1 FLOOR PLAN



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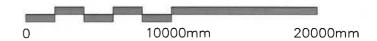
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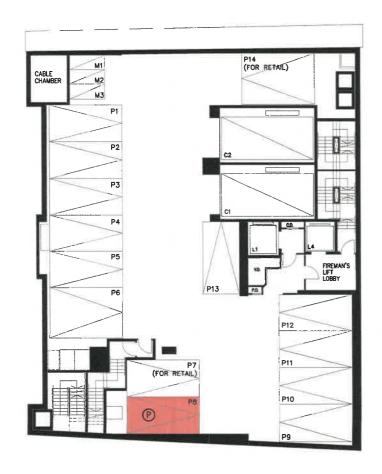
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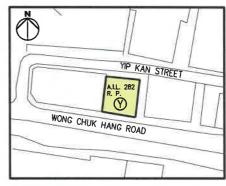
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BASEMENT 1 FLOOR																	
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BASEMENT 1 FLOOR PLAN



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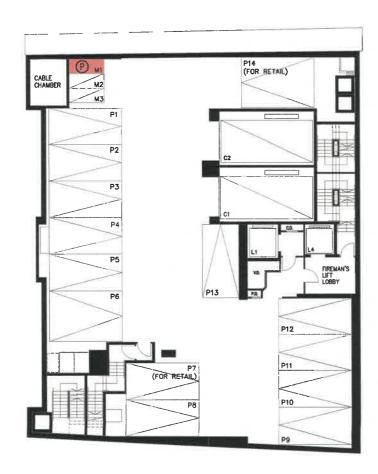
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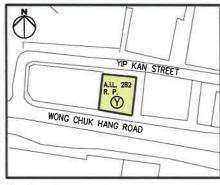


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BASEMENT 1 FLOOR PLAN



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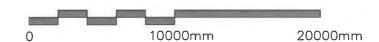
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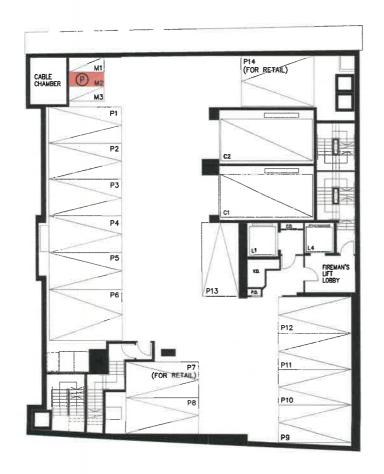
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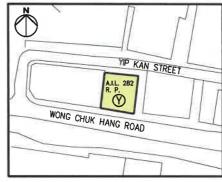


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BASEMENT 1 FLOOR PLAN



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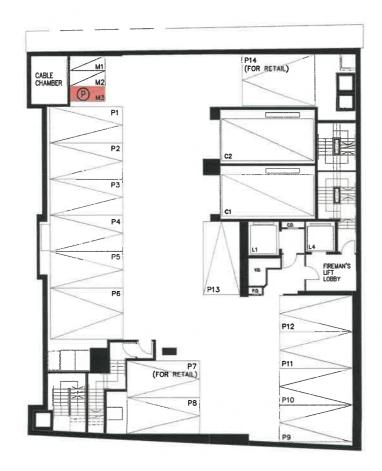
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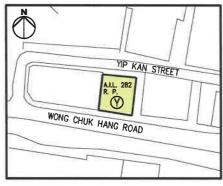


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BASEMENT 1 FLOOR PLAN



SITE PLAN
SCALE 1: 1000

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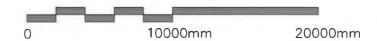
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I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

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