

Dated the 7th day of August, 2025

BESTONE CREATIVE DEVELOPMENT LIMITED
(as Vendor)

AND

NIKEN INVESTMENT CO. LIMITED
(as Purchaser)

Supplemental Sale and Purchase Agreement
relating to the sale and purchase of the property situated at
Flat C, 59/F, Tower 2, the Dynasty, No. 18 Yeung Uk Road,
Tsuen Wan, New Territories, Hong Kong

THIS AGREEMENT is made the 7th day of August, 2025

BETWEEN:-

- (A) **Bestone Creative Development Limited**, a company incorporated in Hong Kong with limited liability, the registered office of which is Flat B-E, 33/F., Plaza 88, No 88 Yeung Uk Road, Tsuen Wan, New Territories, Hong Kong (the “**Vendor**”); and
- (B) **Niken Investment Co. Limited**, a company incorporated in Hong Kong with limited liability, the registered office of which is at Unit D2, 18/F., TML Tower, 3 Hoi Shing Road, Tsuen Wan, New Territories, Hong Kong (the “**Purchaser**”).

WHEREAS:-

- (A) The parties entered into a sale and purchase agreement dated 17 June 2025 (the “**Original Agreement**”) relating to the sale and purchase of a property situated at Flat C, 59/F, Tower 2, the Dynasty, No. 18 Yeung Uk Road, Tsuen Wan, New Territories, Hong Kong.
- (B) In view of the prevailing market condition, the parties have agreed to vary the terms of the Original Agreement in the manner contained herein and enter into this supplemental agreement (the “**Supplemental Agreement**”).

NOW IT IS AGREED as follows:-

1. INTERPRETATION

- (A) Unless the context requires otherwise, terms and expressions defined and construed in the Original Agreement shall have the same meanings and construction when used in this Supplemental Agreement.
- (B) The headings are inserted for convenience only and shall not affect the construction of this Supplemental Agreement.
- (C) Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing a gender include every gender.

2. EFFECT

- (A) On the date of this Supplemental Agreement, the Original Agreement shall be amended as set out in Clause 3 and any reference in the Original Agreement or in any related agreement or document to any provision of the Original Agreement shall, unless the context otherwise requires, be construed as a reference to such provision as the same has been amended pursuant to the provisions of this Supplemental Agreement or may otherwise have been, or from time to time be, amended or supplemented.

- (B) Upon this Supplemental Agreement becoming effective, this Supplemental Agreement shall be construed as forming part of the Original Agreement and this Supplemental Agreement when read with the Original Agreement shall be construed as one and the same instrument.
- (C) Save as otherwise expressly provided in this Supplemental Agreement, the Original Agreement shall continue in full force and effect with its terms.
- (D) Each of the parties hereto hereby agrees and consents to the making of the amendment described in Clause 3.

3. VARIATION

- (A) The parties hereto agree to amend the following schedule, definitions and clauses of the Original Agreement to the effect that the following schedule, definitions and clauses shall be construed as forming part of the Original Agreement in lieu of the respective schedule, definitions and clauses originally set out in the Original Agreement: -

- 1) By deleting the following terms as set out in the **First Schedule** to the Original Agreement:

<u>Part V</u>		
<i>Manner of Payment :</i>		
(a)	HK\$5,000,000.00	<i>being part payment of the purchase price be paid by the Purchaser to the Vendor's Solicitors as stakeholder on Completion; and</i>
(b)	HK\$7,700,000.00	<i>being balance of the purchase price to be paid by the Purchaser to the Vendor within 3 calendar months after Completion.</i>
 <i>All the deposits payable under this Agreement shall be paid to the Vendor's Solicitors as stakeholders who shall not release the said deposits to the Vendor unless it is proved to the satisfaction of the Purchaser's Solicitors that the balance of the purchase price is sufficient to discharge the existing legal charge/mortgage.</i>		

and substituting them with the following terms:

Part V

Manner of Payment :

HK\$12,700,000.00, being the entire purchase price of the Property, be paid by the Purchaser to the Vendor's Solicitors as stakeholder at Completion.

All the deposits payable under this Agreement shall be paid to the Vendor's Solicitors as stakeholders who shall not release the said deposits to the Vendor unless it is proved to the satisfaction of the Purchaser's Solicitors that the balance of the purchase price is sufficient to discharge the existing legal charge/mortgage.

- 2) By deleting the following terms as set out in the **Fourth Schedule** to the Original Agreement:

Payment of Purchase Price

Notwithstanding the terms and conditions as stated in this Agreement, the transactions hereunder shall subject to the additional terms and conditions below:

The Purchase Price in the sum of HK\$12,700,000.00 and shall be paid by the Purchaser to the Vendor (or its nominee) in the following manner:

- (i) HK\$5,000,000.00 being part payment of the purchase price (i) upon passing of necessary resolution(s) by the independent shareholders of the Vendor's wholly-owned parent company AMUSE GROUP HOLDING LIMITED (佰悅集團控股有限公司) (Stock Code: 8545.HK) ("Amuse Group") at its Extraordinary General Meeting (EGM) approving the disposal of the Property (the "Disposal") and (ii) at completion of the Disposal ("Completion") ; and*
- (ii) the remaining balance of the Purchase Price in the sum of HK\$7,700,000.00 be paid in full and in one lump sum within 3 calendar months after Completion without interest ("Residual Sum").*

and substituting them with the following terms:

Notwithstanding the terms and conditions as stated in this Agreement, the transactions hereunder shall subject to the additional terms and conditions below:

Payment of Purchase Price

The Purchase Price in the sum of HK\$12,700,000.00 shall be paid by the Purchaser to the Vendor (or its nominee) in cash (i) upon the passing of necessary resolution(s) by the independent shareholders of the Vendor's wholly-owned parent company AMUSE GROUP HOLDING LIMITED (佰悅集團控股有限公司) (Stock Code: 8545.HK) ("Amuse Group") at its Extraordinary General Meeting (EGM) approving the disposal of the Property (the "Disposal") and (ii) at completion of the Disposal ("Completion").

4. MISCELLANEOUS

- (A) This Supplemental Agreement may be signed in any number of counterparts which together shall form one and the same agreement.

5. FINAL AGREEMENT

- (A) This Supplemental Agreement and the Original Agreement shall all together constitute the whole agreement between the parties hereto on the subject matters contained therein and supersedes all prior understandings or agreements on the subject matter thereof. In the event that this Supplemental Agreement contains any term inconsistent with that of the Original Agreement, the term contained in this Supplemental Agreement shall prevail. This Supplemental Agreement may be modified only by a further writing that is duly executed by the parties hereto.

6. GOVERNING LAW AND JURISDICTION

- (A) This Supplemental Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong.
- (B) The parties submit to the non-exclusive jurisdiction of the courts of Hong Kong.

THE PURCHASER

SIGNED by
Li Wai Keung
for and on behalf of the Purchaser
in the presence of:-

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For and on behalf of
Niken Investment Co. Limited
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Authorized Signature(s)

EXECUTION PAGE

THE VENDOR

SIGNED by
Li Wai Keung
for and on behalf of the Vendor
in the presence of:-

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For and on behalf of
BESTONE CREATIVE DEVELOPMENT LIMITED
盈天創意發展有限公司
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Authorized Signature(s)