

THIS AGREEMENT is made this 18 day of August, 2025

BETWEEN:

- (1) **SINOFORTUNE FINANCIAL HOLDINGS LIMITED (華億金控集團有限公司)** a company incorporated in the Cayman Islands with limited liability whose registered address is situated at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands and listed on the GEM of the Stock Exchange of Hong Kong Limited with stock code 8123 (the “**Vendor**”);
- (2) **BEST PROPERTIES LIMITED (優勢置業有限公司)** a company incorporated in Hong Kong SAR with limited liability whose registered address is situated at Flat A, 4/F., Gough Plaza, 33 Gough Street, Central, Hong Kong bearing Business Registration No.77405271 (the “**Purchaser**”); and
- (3) **SINOFORTUNE PROPERTY LIMITED (華億地產有限公司)** a company incorporated in Hong Kong SAR with limited liability whose registered address is situated at 16/F., CMA Building, Nos.64-66 Connaught Road Central, Hong Kong bearing Business Registration No.53216030 (the “**Company**”).

WHEREAS:

- (A) The Company is a private company limited by shares duly incorporated in Hong Kong and is validly existing and in good standing. The amount and particulars of all the share capital of the Company are and will immediately prior to Completion (hereinafter defined) be as set out in Schedule 1.
- (B) The Company is the legal and beneficial owner of the Property (hereinafter defined) which is currently subject to the Mortgage (hereinafter defined) in favour of the Credit Company (hereinafter defined).
- (C) The Vendor is the sole registered and beneficial owner of the entire issued share capital of the Company (being one issued share in the share capital of the Company), the Sale Share (hereinafter defined) as set out in Schedule 1.
- (D) The Vendor is the sole legal and beneficial owner of the Loan Advance (hereinafter defined) as set out in Schedule 1.
- (E) The Vendor has agreed to: (i) sell, and the Purchaser has agreed to purchase the Sale Share of the Company; and (ii) assign and transfer, and the Purchaser has agreed to accept the assignment of the Loan Advance, subject to and upon the terms and conditions (including the Conditions Precedent set out in Clause 10.1) set out in this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. **DEFINITIONS**

1.1 In this Agreement, unless the context otherwise requires, the words and expressions specified below shall have the meanings attributed to them below.

“Agreements”	this Agreement and the Preliminary Agreement.
“Business Day”	a day on which The Hongkong and Shanghai Banking Corporation Limited in Hong Kong are open for business (except a Saturday or Sunday) during their normal business hours.
“Company's Auditors”	CCTH CPA Limited.
“Companies Ordinance”	Companies Ordinance (Cap 622 of the Laws of Hong Kong).
“Completion”	Completion of the sale and purchase of the Sale Share and the assignment of the Loan Advance pursuant to Clause 4 and Schedule 3 of this Agreement.
“Completion Accounts”	the audited financial statements of the Company for the period from the beginning of the current financial year (i.e. 1st January 2025) up to the Completion Date prepared by the Company's Auditors.
“Completion Date”	7th October 2025 or any Business Day not later than 45 days after the approval by the shareholders of the Vendor in the EGM as set out under Clause 10.1 herein, whichever is earlier (or such other date as the parties to this Agreement may otherwise agree in writing).
“Condition Precedent”	the condition set out in Clause 10.1 .
“Credit Company”	Sun Hung Kai Credit Limited 新鴻基信貸有限公司.
“Deed of Assignment”	a deed for the assignment of the Loan Advance which shall be in a form substantially the same as the document set out in Appendix A .

“Deposits”	the deposits paid or to be paid by the Purchaser to the Vendor as referred to in Clause 3.3(a) and (b) .
“Encumbrance”	any mortgage, assignment of receivables, debenture, lien, charge, pledge, title retention, right to acquire, security interest, option, hypothecation, pre-emptive or other similar right, right of first refusal and any other adverse interest, encumbrance or condition whatsoever, including but not limited to the Mortgage in respect of the Property.
“Exchange”	The Stock Exchange of Hong Kong Limited.
“GEM”	GEM operated by the Exchange.
“GEM Listing Rules”	The Rules Governing the Listing of Securities on GEM .
“Incorporation Date”	25th October 2010.
“Loan Consideration”	the amount payable by the Purchaser to the Vendor for the assignment of the Loan Advance at its face value on Completion.
“Loan Advance”	all the loans advanced by the Vendor to the Company and due and owing by the Company to the Vendor as at Completion Date to be assigned and transferred to the Purchaser by the Vendor under this Agreement.
“Mortgage”	the Mortgage dated 11th November 2021 and registered in the Land Registry by Memorial No.21111101320094.
“NTAV”	the aggregate of all tangible assets of the Company which are readily convertible into cash or cash equivalents (excluding the Property, any intangible assets and other fixed assets and deferred tax), less the aggregate of all liabilities (actual, contingent or otherwise but excluding the Loan Advance) and provisions of the Company as at the Completion Date.
“Preliminary Agreement”	Has the meaning ascribed to it in Clause 12 .

“Proforma Accounts”	the proforma completion accounts comprising a proforma profit and loss account of the Company and a proforma balance sheet of the Company as at the Completion Date for the period from 1st January 2025 to the Completion Date certified as true and correct by the director of the Company
“Property”	the property briefly described and set out in Schedule 2
“Purchaser Solicitors”	Messrs. Joseph C.T. Lee & Co., Solicitors of 10th Floor, Euro Trade Centre, 21-23 Des Voeux Road C., Hong Kong, solicitors for the Purchaser
“Purchaser’s Transaction Costs”	all reasonable costs actually incurred by the Purchaser in connection with the transaction contemplated by this Agreement including all professional fees payable to the Purchaser’s solicitors, accountants and bankers with the upper limit capped at HK\$200,000.00.
“Sale Share”	the entire issued share capital of the Company (being one ordinary share in the Company which is issued and fully paid-up representing 100% of the existing entire issued share capital of the Company) to be sold to the Purchaser by the Vendor under this Agreement.
“Share Consideration”	the amount payable by the Purchaser to the Vendor for the sale and purchase of the Sale Share on Completion.
“Vendor Solicitors”	Messrs. Tso Au Yim & Yeung, Solicitors of Room 2102, 21/F., Hong Kong Trade Centre, 161-167 Des Voeux Road Central, Hong Kong.
“Vendor’s Warranties”	the representations, warranties and undertakings of the Vendor set out in Clause 5 and Schedule 4 .

- 1.2 The headings in this Agreement are inserted for convenience only and shall be ignored in construing this Agreement. Unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa; references to the masculine gender shall include the feminine gender and neuter gender and words denoting persons shall include any body of persons corporate or unincorporated.
- 1.3 Any references, express or implied, to statutes or statutory provisions shall be construed as references to those statutes or provisions as respectively amended or re-

enacted or as their application is modified from time to time by other provisions (whether before or after the date hereof) and shall include any statutes or provisions of which they are re-enactments (whether with or without modification) and any orders, regulations, instruments or other subordinate legislation under the relevant statute or statutory provision. References to Sections of consolidating legislation shall, wherever necessary or appropriate in the context, be construed as including references to the Sections of the previous legislation from which the consolidating legislation has been prepared.

- 1.4 References in this Agreement to Recitals, Clauses and Schedules are to recitals, clauses in and schedules to this Agreement (unless the context otherwise requires). The Recitals and Schedules to this Agreement shall be deemed to form part of this Agreement.
- 1.5 The expression “**the Vendor**” and the expression “**the Purchaser**” includes their respective successors and assigns.
- 1.6 References to writing shall include any methods of producing or reproducing words in a legible and non-transitory form.
- 1.7 All warranties, representations, indemnities, covenants, agreements and obligations given or entered into by more than one person or entity are given or entered into jointly and severally by such person or entity.

2. SALE AND PURCHASE

- 2.1 Upon and subject to the terms and conditions (including the Conditions Precedent set out in Clause 10.1) of this Agreement, the Vendor as the registered and beneficial owner of the Sale Share shall sell and the Purchaser shall purchase the Sale Share free from all claims and Encumbrances of any kind whatsoever but together with all rights attached, accrued or accruing thereto and together with all dividends and distributions declared made or paid or agreed to be made or paid thereon or in respect thereof on or after the date of this Agreement.
- 2.2 Upon and subject to the completion of the sale and purchase of the Sale Share and other terms and conditions (including the Conditions Precedent set out in Clause 10.1) of this Agreement, the Vendor as the legal and beneficial owner of the Loan Advance shall assign and transfer to, and the Purchaser shall accept the assignment of, the Loan Advance free from all claims and Encumbrances of any kind whatsoever but together with all rights and interests attached, accrued or accruing thereto.
- 2.3 The Vendor shall deliver all records and documents of the Company to the Purchaser Solicitors, and shall procure that each of its directors, officers and employees to allow the Purchaser and such persons designated by it in writing, access at all reasonable

times during normal business hours to the accounting books and other records and facilities of the Company and to give promptly all such information, facilities, assistance and further particulars on a need to know basis as the Purchaser may reasonably request to facilitate the due diligence exercise conducted by the Purchaser.

- 2.4 Save and except for the Conditions Precedent under Clause 10.1(b), the Purchaser may waive any of the Conditions Precedent by notice in writing to the Vendor without prejudice to its other rights and remedies under this Agreement.
- 2.5 Without affecting the generality of **Clause 2.4**, the Vendor shall use its best endeavours to procure fulfillment of the conditions specified in **Clause 10.1**. If any of the conditions in **Clause 10.1** is not fulfilled or not waived by the Purchaser before the Completion Date, the Purchaser may thereafter by notice to the Vendor terminate this Agreement whereupon the Deposits shall be returned by the Vendor to the Purchaser forthwith but without interest, and the Vendor must also compensate the Purchaser's Transaction Costs to the full satisfaction of the Purchaser notwithstanding Clause 8.4 below and this Agreement shall cease and determine with immediate effect. The parties' obligation of confidentiality under **Clause 11** shall survive the termination of this Agreement.
- 2.6 To facilitate the carrying out of the due diligence investigation by the Purchaser, the Vendor hereby undertakes to use its best endeavours to deliver to the Purchaser or the Purchaser's solicitors all corporate documents relating to the Company commencing from the date of the incorporation of the Company and all accounting documents relating to the Company commencing from 1 January 2018 immediately after the date of this Agreement so as to enable the Purchaser to carry out the due diligence investigation and confirm in writing to the Vendor or the Vendor's solicitors whether the Purchaser is satisfied with the results of such due diligence investigation within 45 days (i) after this Agreement or (ii) if there is undue or unreasonable delay on the part of the Vendor in delivering the abovementioned documents, after the delivery of all documents by the Vendor (whichever is later). If it is discovered during the due diligence investigation that there is any problem, the Vendor shall use its best endeavours to remedy the same as soon as possible to the full satisfaction of the Purchaser before the Completion Date. If the Purchaser is not satisfied with the due diligence investigation the Purchaser reserves the right to cancel this Agreement and neither party shall have any claim against the other, in that event the Vendor shall immediately return to the Purchaser all deposits already paid by the Purchaser but without any interest and shall also compensate the Purchaser's Transaction Costs to the full satisfaction of the Purchaser, notwithstanding Clause 8.4 below. In addition, the Vendor shall use its best endeavours to deliver to the Purchaser's solicitors for their inspection all title deeds and documents relating to the Property in its possession or under its control immediately after the date of this Agreement in accordance with Section 13 of the Conveyancing and Property Ordinance (Cap.219 of the Laws of Hong Kong); and, if the Vendor fails to do so or the Vendor fails to prove title in

connection with the Property in accordance with Sections 13 and 13A of the Conveyancing and Property Ordinance (Cap.219 of the Laws of Hong Kong), the Purchaser reserves the right to cancel this Agreement and neither party shall have any claim against the other, in that event the Vendor shall immediately return to the Purchaser all deposits already paid by the Purchaser but without any interest and shall also compensate the Purchaser's Transaction Costs to the full satisfaction of the Purchaser, notwithstanding Clause 8.4 below.

3. CONSIDERATION

3.1 The Loan Consideration shall be HK\$29,000,000.00 less HK\$1.00.

3.2 The Share Consideration shall be HK\$1.00.

3.3 The Share Consideration (the actual amount of which shall be acknowledged in writing by the Vendor and the Purchaser on the Completion Date) for the sale and purchase of the Sale Share and the Loan Consideration (the actual amount of which shall be acknowledged in writing by the Vendor and the Purchaser on the Completion Date) for the assignment of the Loan Advance shall be payable by the Purchaser to the Vendor in the following manner:

- (a) an initial deposit in the sum of **HK\$1,450,000.00** which has been paid by the Purchaser to the Vendor by a Bank of Communications Cheque Number 000008-382556-108010102;
- (b) a further deposit in the sum of **HK\$1,450,000.00** to be paid by the Purchaser to the Vendor on the date of the execution of this Agreement by the Purchaser and the Vendor; and
- (c) the remaining balance of the Share Consideration and the Loan Consideration in the sum of **HK\$26,100,000.00** (the "**Balance**") adjusted upwards or downwards pursuant to **Clause 6** (if applicable) shall be paid by the Purchaser to the Vendor upon Completion,

PROVIDED THAT the Purchaser and the Vendor mutually agree that the Vendor shall use its best endeavours to utilize the Share Consideration and/or the Loan Consideration or any part thereof to redeem the Mortgage in full on or prior to Completion.

4. COMPLETION

Upon and subject to the terms and conditions of this Agreement, Completion of the sale and purchase of the Sale Share and the assignment of the Loan Advance shall take place at the Vendor Solicitors' office at Room 2102, 21/F., Hong Kong Trade Centre, 161-167 Des Voeux Road Central, Hong Kong on the Completion Date at or **before 3:00 p.m.** and each party hereto shall perform all (but not some) of its respective obligations set out in Schedule 3.

5. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 5.1 The Vendor represents, warrants and undertakes to the Purchaser that the Vendor has the right and authority to transfer to the Purchaser with effect from Completion full legal and beneficial interest in the Sale Share free from all claims and Encumbrances whatsoever and together with all rights and entitlements attached, accrued or accruing thereto including the right to all dividends and distributions declared, made or paid on or after the date hereof and such sale will not result in any breach of or default under any agreement or other obligation expressly, potentially or impliedly binding upon the Vendor/the Company or any of the Vendor's/the Company's property or assets whether direct or indirect.
- 5.2 The Vendor represents, warrants and undertakes to the Purchaser that the Vendor has the right and authority to assign and transfer to the Purchaser with effect from Completion full legal and beneficial interest in the Loan Advance free from all claims, and Encumbrances whatsoever and together with all rights attached, accrued or accruing thereto and such assignment will not result in any breach of or default under any agreement or other obligation expressly, potentially or impliedly binding upon the Vendor/the Company or any of the Vendor's/the Company's property or assets whether direct or indirect.
- 5.3 The Vendor hereby represents, warrants and undertakes that each of the statements set out in Schedule 4A are as at the date hereof and will at all times up to and including the Completion Date, be true, accurate and correct in all material respects and the Vendor shall be deemed to have fully repeated the same at Completion without any reservation whatsoever.
- 5.4 Each of the Vendor's Warranties shall be construed as a separate and independent warranty and will survive Completion and still be binding after completion subject to the Limitation Ordinance (Cap.347 of the laws of Hong Kong) and (save as expressly provided to the contrary in this Agreement) shall not be limited or restricted by reference to or inference from the terms of any other warranty or any other terms of this Agreement. The Vendor waives and may not enforce any right which it may have to limit or exclude its liability to the Purchaser for or in respect of any misrepresentation, inaccuracy or omission in or from any information or advice supplied or given by the Company or its shareholders, affiliates, associated companies, directors, officers agents, consultants, solicitors, accountants, contractors or

employees in enabling the Vendor to give any of the Vendor's Warranties and any representations.

- 5.5 Without prejudice to the undertaking in **Clause 5.6**, the Vendor hereby undertakes that, between the date of this Agreement and Completion, it will give to the Purchaser immediate written notice of any matter, thing or circumstance upon being aware that the same may constitute a material breach of any of the Vendor's Warranties or the obligations of the Vendor contained in this Agreement or which is otherwise material to be known by a purchaser for value of the Sale Share or assignee of the Loan Advance. If on or before the Completion Date there is any material breach of any of the Vendor's Warranties or other provision of Schedule 4A of this Agreement, the Purchaser may elect at its sole and absolute discretion to proceed to Completion or by notice in writing to the Vendor, rescind this Agreement.
- 5.6 The Vendor undertakes that it shall not (save for any matter done with the prior written approval of the Purchaser) do or allow, and shall procure that no act or omission shall occur at any time before Completion which will constitute a material breach of any of the Vendor's Warranties and the obligations of the Vendor hereunder if they were given at Completion or which will make any of the Vendor's Warranties inaccurate or misleading in any material respect if they were so given.
- 5.7 During the period immediately after the execution of this Agreement and until Completion, the Vendor and the Company jointly and severally covenant and undertake to and in favour of the Purchaser that:
- (a) the Company shall not acquire or dispose of any interest in any asset or conduct any business to the prejudice of the Purchaser's interest hereunder in any manner, or enter into any contract, transaction, trade or commitment of any nature whether orally or in writing without the prior written consent of the Purchaser;
 - (b) there shall be no change of the shareholdings in or ownership of the Company whether legal or beneficial in favour of any person;
 - (c) there shall be no amendment or supplement made to the memorandum (if any) or articles of association of the Company without the prior written consent of the Purchaser;
 - (d) the Company shall not merge or consolidate with any other entity, enter into any scheme or arrangement with creditors, or take any step with a view to dissolution, liquidation or winding up of the Company;
 - (e) the Company shall not create, allot or issue or agree to create, allot or issue any shares or other securities out of the capital of the Company or grant or

agree to grant any option over or right to acquire any additional shares or other securities of the Company;

- (f) the Company shall not sell, transfer or otherwise assign, deal with or dispose of all or any part of its business or its assets or revenues, whether by a single transaction or by a number of transactions whether related or not;
- (g) the Company shall not create or attempt or agree to create or permit to arise or exist any Encumbrance over all or any part of its property assets or revenue;
- (h) the Vendor shall not create or attempt or agree to create or permit to arise or exist any Encumbrance over all or any part of the Sale Share;
- (i) the Vendor shall not create or attempt or agree to create or permit to arise or exist any Encumbrance over all or any part of the Loan Advance;
- (j) save and except for any further loan that may be advanced by the Vendor to the Company for the redemption of the Mortgage, the Company shall not borrow any money in addition to the Loan Advance and the Mortgage, and shall not enter into any guarantees or indemnities whatsoever;
- (k) save and except for any further loan that may be advanced by the Vendor to the Company for the redemption of the Mortgage, the Company shall not permit, consent to, or otherwise allow any increase in the principal amount outstanding under or any variation, novation or amendment in the terms of (i) the Loan Advance and (ii) the Mortgage;
- (l) the Company shall not create any fixed or floating charge, pledge, lien (other than a lien arising by operation of law) or other encumbrance over the whole or any part of the undertaking, property or assets of the Company;
- (m) the Company shall not declare, pay or make any dividends or other distributions;
- (n) the Company shall not appoint any directors, secretary or (pursuant to any power of attorney or similar authority) attorneys;
- (o) the Company shall maintain or procure to be maintained the Property and every part thereof at the same level regularly maintained at all times;
- (p) the Company shall continue to comply with and duly perform and discharge its duties and obligations (including payment obligations) under all agreements and contracts entered into by the Company and discharge, at its

own costs and expenses, all liabilities in relation thereto for the period prior to Completion;

- (q) the Company shall promptly notify the Purchaser of any circumstances or events which may give rise to any material claims or liabilities (whether present or future, actual or contingent and joint or several) howsoever relating to the Company or the Property or any part thereof;
- (r) the Company shall not dispose of or agree to dispose of the Property or any part thereof;
- (s) the Vendor shall procure that at all times prior to Completion, the Company will not enter into or agree to enter into any new tenancy for the letting of the Property (or any part thereof) whether legal or equitable without the prior written consent of the Purchaser;
- (t) not increase or agree to increase the remuneration (including without limitation, salary, bonuses, commissions, profits in kind, pensions contributions and welfare funds) of any of its directors, officers, agents or employees, or vary the terms of employment, or dismiss any employee, or engage any new employee, or agree to provide any gratuitous payment or benefit to any person; and
- (u) the Company shall make punctual payment of all outgoings in respect of the Property, including but not limited to management fees, rates, Government rents, air-conditioning, utilities, insurance premiums, and all other applicable charges as and when they become due.

6. ADJUSTMENT

- 6.1 Upon Completion, the major asset owned by the Company will be the Property and the major liabilities owed by the Company will be the Loan Advance (which will be assigned and transferred to the Purchaser on Completion). Apart from the aforesaid major assets and liabilities, the Company as a going concern will have on Completion some minor items of current assets including utility and sundry deposits paid to utility companies and management fee deposits, cash at bank ("**Current Assets**") and some minor items of current liabilities including accrued expenses ("**Current Liabilities**").
- 6.2 The Vendor undertakes to deliver to the Purchaser or the Purchaser's solicitors at least five (5) days prior to the Completion Date a draft of the Proforma Accounts for the inspection of the Purchaser. If the NTAV as shown in the Proforma Accounts is more or less than zero Hong Kong Dollars, the Balance shall be adjusted upwards or downwards (as the case may be) accordingly with the written consent of the Purchaser in the manner as follows:

- (a) It shall be added to the Balance all current tangible assets of the Company as shown in the Proforma Accounts where such current tangible assets shall be limited to utilities and other miscellaneous deposits, prepaid rates and government rent, and other expenses relating to the Property reasonably incurred (up to and inclusive of the Completion Date); and
 - (b) It shall be deducted from the Balance all liabilities of the Company as shown in the Proforma Accounts (other than the Loan Advance).
- 6.3 The Vendor undertakes to deliver to the Purchaser or the Purchaser's Solicitors within 30 days from the Completion Date the Completion Account. If the NTAV as shown in the Completion Accounts is more or less than the NTAV as shown in the Proforma Accounts, the Purchaser or the Vendor (as the case may be) shall pay the difference to the other party within five (5) days from the date of receipt of the Completion Accounts. The Company's Auditors shall resign as auditors of the Company thereafter and confirming that all audit and fees due and payable by the Company to the Company's Auditors have been settled up to Completion Date.

7. SPECIAL PROVISIONS

- 7.1 The Vendor shall be responsible to pay all profits tax up to the Completion Date but all provisional tax already paid shall belong to the Vendor.
- 7.2 The rates, Government rent and management fees of the Property shall be discharged by the Vendor up to and inclusive of the Completion Date. The Purchaser shall be responsible for the payment of rates, Government rent and management fees of the Property after but exclusive of the Completion Date.
- 7.3 The Vendor shall allow the Purchaser to inspect the Property twice on or before the Completion Date at normal business hours on Business Day by prior written request to the Vendor.
- 7.4 All the undertakings, representations and warranties made by the Vendor under this Agreement shall survive and still be binding after completion subject to the Limitation Ordinance. If there is any breach or non-fulfilment, the Purchaser shall be entitled to claim against the Vendor both before and after Completion.

8. DAMAGES AND EXPENSE

- 8.1 Save and except as a result of the default of the Vendor, should the Purchaser fail to complete the purchase in the manner herein contained (including but not limited to the failure of the Purchaser to pay any or all of the Deposits in the manner herein contained and except as a result of default by the Vendor), such amount of the

Deposits paid shall be forfeited to the Vendor absolutely as pre-assessed liquidated damages (and not penalty), this Agreement shall be terminated and the Vendor shall then be entitled at their absolute discretion to dispose of or otherwise deal with the Sale Share and the Loan Advance and the Vendor shall have no further right to claim damages against the Purchaser for all damages, losses and costs suffered or incurred.

- 8.2 Should the Vendor after receiving the Deposits paid by the Purchaser hereunder fail to complete the sale in the manner herein contained (including but not limited to as a result of any material breach of the Warranties or undertakings of the Vendor herein except as a result of default by the Purchaser), the Vendor shall immediately refund to the Purchaser the Deposits paid by the Purchaser to the Vendor together with a sum equivalent to the Deposits paid by the Purchaser as liquidated damages (and not penalty) and pay the Purchaser's Transaction Costs (notwithstanding Clause 8.4 below).
- 8.3 Nothing in Clause 8.2 shall be so construed as to prevent the Purchaser from bringing an action and obtaining a decree for specific performance of this Agreement and other losses in lieu of Clause 8.2.
- 8.4 Subject to the foregoing, all stamp duty for the sale and purchase of the Sale Share and Loan Advance shall be borne by the Vendor and the Purchaser equally and, subject to any provisions hereof to the contrary (including Clauses 2.5, 2.6, 8.2, 9.1, 9.5 and 10.2), each party to this Agreement shall bear its own legal cost relating thereto.

9. PROPERTY PROVISIONS

- 9.1 The Vendor is selling and the Purchaser is purchasing the Sale Share with the Company as the registered and beneficial owner of the Property and the appurtenances thereto and all the estate right title interest and property of the Company therein and thereto for the residue of the term of years for which the same are held from the government or absolutely (as the case may be) subject to the payment of the government rent and the performance and observance of the covenants and conditions or terms and stipulations reserved and contained in the government grant and subject to all rights of way easements rights and privileges (if any) to which the Property is subject to and together with the benefit of all rights of way easements rights privileges and appurtenances enjoyed therewith and subject to and with the benefit of the deed of mutual covenant(s) to which the Property is subject to but free from Encumbrance.
- 9.2 In relation to the Property, the Vendor shall show that the Company has a good title to the Property and the Vendor shall prove title in accordance with Sections 13 and 13A of the Conveyancing and Property Ordinance at their own expense. Such of the documents of title as relate exclusively to the Property shall be delivered by the

Vendor to the Purchaser. If some of the original documents of title are not available, the Vendor shall at their costs produce a proper Statutory Declaration by the person who is last in possession of the said missing title deeds as to loss of title deeds (in the form to be approved by the Purchaser's Solicitors). Any requisitions or objections in respect of the title shall be delivered in writing to the Vendor Solicitors within seven (7) working days after the date of receipt of all the title deeds of the Property by the Purchaser Solicitors otherwise the same shall be considered as waived (in which respect time shall be of the essence of this Agreement). If the Purchasers shall make and insist on any objection or requisition in respect of the title conveyance or any matter appearing on the title deeds or particulars or conditions or otherwise of the Property which the Vendor shall be unable or (on the grounds 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 on giving to the Purchaser Solicitors not less than seven (7) days' notice in writing to annul the sale in which case, unless the objection or requisition shall have been in the meantime withdrawn by the Purchaser or the same shall have been removed or complied with by the Vendor to the satisfaction of the Purchaser Solicitors, this Agreement and the sale of the Sale Share and the Loan Advance hereunder shall at the expiration of the notice be annulled the Purchaser being in that event entitled to a return of all Deposits paid forthwith but without interest (if the return is made within seven days), costs AND compensation of the Purchaser's Transaction Costs (notwithstanding Clause 8.4 above) and neither party shall have any claim against the other and the parties hereto shall at their own costs enter into an agreement for cancellation of this Agreement.

9.3 The Vendor hereby declares and confirms that on Completion the Property will be delivered on "as is" basis in its present physical state and condition.

9.4.(A) The Vendor hereby declares that the Vendor and/or the Company has not received any notice under the Government Lands Resumption Ordinance (Cap.124) or the Mass Transit Railway Land Resumption and Related Provisions) Ordinance (Cap.276) or the Demolished Buildings (Re-development) of Sites Ordinance Cap.337 or the Roads (Works, Use and Compensation) Ordinance Cap.370 or any form of notice of a similar nature the implementation of which would materially affect the occupation or enjoyment of or the redevelopment potential of the Property. The Vendor gives no warranty whatsoever whether the Property is included in any lay-out plans (draft or approved) under the Town Planning Ordinance (Cap.131). The Purchaser shall be personally responsible for making (and is hereby advised by its solicitors that it should make) its own inquiry and investigation in respect of the matters aforesaid and of any provisions or redevelopment restrictions affecting the Property under any Ordinance.

(B) The Vendor hereby declares that the Vendor and/or the Company has not received and is not aware of there being any notice or order from any Government or other

competent authority or the Manager or Management Committee of the Building requiring the Vendor to demolish or reinstate or repair any part of the Property. If it should be discovered that such notice or order existed prior to the date hereof or if any such notice or order shall be issued or served on or before the date for completion, the costs for such demolition or re-instatement or repair shall be borne by the Vendor.

- (C) The Vendor hereby further declares that the Vendor and/or the Company has not received and is not aware of there being any notice or order from any Government or other competent authority or the Manager or Management Committee of the Building requiring the Vendor as one of the co-owners of the Building of which the Property forms part to effect repairs to any common part of the said Building. If it should be discovered that any such notice or order existed prior to the date hereof or if any such notice or order shall be issued or served on or before the date for completion the cost for such repairs shall be borne by the Vendor. This clause shall survive Completion in any event.
- 9.5 The Vendor and/or the Company undertakes to notify the Purchaser forthwith in writing upon the Company's receipt of the aforesaid notices or orders.
- 9.6 Subject to Clauses 9.1 and 9.2 above, the Vendor declares and confirms that other than the Company, no third party (whether related or otherwise) has any ownership right or interest whatsoever, whether legal or equitable, in the Property. In the event of any third party ownership right or interest claim to the Property prior to Completion, whether legal or equitable, the Vendor shall forthwith return the monies paid herein together with the Purchaser's Transaction Costs (notwithstanding Clause 8.4 above) to the Purchaser in full and without prejudice to the Purchaser's right to claim against the Vendor for all losses and damages sustained by the Purchaser by reason of the Vendor's failure and or inability to complete the sale in accordance with the terms hereof.
- 9.7 The Purchaser agrees that the Vendor may utilize the Share Consideration and/or the Loan Consideration or part thereof to redeem the Mortgage of the Property on Completion. The Vendor shall use its best endeavours to procure repayment of all amounts owing by the Company under the Mortgage in full on or before the Completion Date and shall use its best endeavours to procure the Vendor Solicitors to undertake to deliver to the Purchaser Solicitors a valid Release in respect of the Mortgage (together with the ancillary documents and registration/filing fees for registration/filing of the same with the Land Registry and the Companies Registry) within 21 days from the Completion Date.
- 9.8 The Purchaser shall forthwith reimburse the Vendor on Completion for all management fee deposits and other public utility deposits, which are subsisting, transferable and nonrefundable, in respect of the Property upon production of the

original receipts or other written confirmation acceptable by the management office for the transfer of the said deposits without the original receipts. This clause shall survive Completion of the sale and purchase herein.

- 9.9 On Completion the Vendor or one of its subsidiaries shall lease back the Property from the Company upon the following terms :-

Parties:	(a) The Company as landlord (b) The Vendor or one of its subsidiaries as the tenant
Term:	Two years commencing from the Completion Date (inclusive of the Completion Date)
Rental:	HK\$130,000.00 per month exclusive of all outgoings including management fee, air-conditioning, rates and government rents, etc.
Security deposit:	HK\$390,000.00, equivalent to three months' rental
Usage:	Office only

- 9.10 The arrangement as set out under Clause 9.9 herein shall be referred to as the "Leaseback Arrangement".

- 9.11 The Vendor agrees that the Tenancy Agreement containing the detailed terms of the Leaseback Arrangement set out under Appendix C hereof shall be signed by the Vendor on Completion Date.

10 **Conditions Precedent**

- 10.1 Completion is subject to the following conditions having been fulfilled:-

- (a) the Purchaser is satisfied with the title to the Property and the result of the due diligence review on the affairs of the Company;
- (b) the Agreements and the transactions contemplated thereunder have been approved by the shareholders of the Vendor at an Extraordinary General Meeting (the "EGM");and
- (c) no material adverse change in the financial condition of the Company occurring on or before the Completion Date resulting from a material breach of any or all of the representations, undertakings and warranties of the Vendor under this Agreement.

- 10.2 In the event that (i) the Vendor shall fail to convene the EGM according to Clause 10.1(b) above OR (ii) the Vendor shall fail to obtain the approval of the shareholders of the Vendor as set out under Clause 10.1 (b), the Vendor shall immediately refund to the Purchaser the Deposits paid by the Purchaser to the Vendor without any interest

and also pay the Purchaser's Transaction Costs forthwith, notwithstanding Clause 8.4 above, and neither party shall have any claim against the other.

11. Confidentiality

- (a) The Purchaser acknowledges that the entering into of the Agreements constitutes Inside Information (as defined in the GEM Listing Rules) and a Major Transaction (as defined in the GEM Listing Rules) of the Vendor and the Vendor is required to disclose the terms and conditions of this Agreement, particular of the Agreements and the background of the parties involved in the transactions under this Agreement and/or the Preliminary Agreement by issuing and publishing announcements and a circular in compliance with the requirements of the GEM Listing Rules.
- (b) Save and except to Clause 11 (a) and (c) herein, each of the parties agrees to keep confidential without limit in point of time (or for so long as may be permitted by law), and under no circumstances to disclose to any person or use any Confidential Information of the other party arising from or in connection with this Agreement, and in the case of the Vendor, any Confidential Information of the Company, unless the disclosure or use of such information is expressly permitted by the prior written consent in writing of the party or the Company to which such information belongs.
- (c) Notwithstanding **Clause 11(b)**, the confidentiality and non-use obligation under **Clause 11(b)** shall not apply to:
 - (i) the disclosure of any Confidential Information in any announcement or circular issued by the Vendor in compliance of the GEM Listing Rules set out in Clause 11(a);
 - (ii) any information obtained from any party which becomes generally known to the public, other than by reason of any wilful or negligent act or omission of the recipient or using party or any of its directors, officers or employees;
 - (iii) any information which is required to be disclosed pursuant to any applicable laws or to any competent governmental or statutory authority or pursuant to rules or regulations of any relevant regulatory, administrative or supervisory body (including without limitation, any relevant stock exchange or securities council);
 - (iv) any information which is required to be disclosed pursuant to any legal process issued by any competent court or tribunal, whether in Hong Kong or elsewhere; and

- (v) any information disclosed by any party to its banker(s), financial adviser(s), consultant(s) and legal or other adviser(s) for the purpose of this Agreement.

For the purposes of this **Clause 11, "Confidential Information"** in relation to a party shall mean:

- (a) the subject matter and terms of this Agreement; and
- (b) any information (which is either marked confidential or is by its nature intended to be exclusively for the knowledge of the recipient alone) which is proprietary and confidential to a party.

12. PRIOR AGREEMENT

This Agreement is made partly pursuant to a preliminary conditional agreement as the “承購書” written in Chinese entered into on 22nd July 2025 between the Purchaser of the first part, the Vendor of the second part and Nobleheart Ace Solutions Limited (the “Agent”) of the third part (the “**Preliminary Agreement**”). In so far as this Agreement does not cover the matters otherwise set out in the Preliminary Agreement those matters shall remain legally effective and are not hereby superseded.

13. ASSIGNMENT

None of the parties hereto shall assign or transfer any of its rights, benefits and obligations under this Agreement without the prior written consent of the other parties.

14. TIME OF ESSENCE

Any date or period mentioned in any Clause may be extended by mutual written agreement between the parties hereto, but, as regards any date or period originally fixed or any date or period so extended as aforesaid, time shall be of the essence of this Agreement.

15. GOVERNING LAW AND JURISDICTION

- 15.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of the Hong Kong SAR.
- 15.2 Each party hereto irrevocably agrees that the courts of the Hong Kong SAR shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes which may arise out of or in connection with this Agreement and for such

purposes each party hereto irrevocably submits to the non-exclusive jurisdiction of such courts.

16. FURTHER ASSURANCE

The Vendor and the Company jointly and severally undertake to the Purchaser that the Vendor and the Company will at the request and costs of the Purchaser do all such further acts and things and execute all such further deeds and documents as may be reasonably requested by the Purchaser to carry into or to give legal effect to the provisions of this Agreement and the transactions hereby contemplated.

17. MISCELLANEOUS

17.1 The provisions of this Agreement shall remain in full force and effect notwithstanding Completion insofar as the same shall not have been fully implemented at Completion or relate to matters which are to operate after Completion.

17.2 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.

18. SUCCESSORS AND ASSIGNS

18.1 This Agreement shall be binding upon each party's successors and permitted assigns.

19. COUNTERPARTS

19.1 This Agreement may be signed in any number of copies or counterparts, each of which when so signed and delivered shall be deemed an original, but all the counterparts shall together constitute one and the same instrument.

20. NOTICE

20.1 Any notice or other communication given, or to be given, pursuant to this Agreement shall be in writing, sent or delivered to the following address or facsimile number:

To the Vendor : Address : 16/F., CMA Building, Nos.64-66 Connaught
Road Central, Hong Kong
Fax No. : + (852) 2297 9900
Attention : Ms. Lai Yuk Mui

To the Company : Address : 16/F., CMA Building, Nos.64-66 Connaught
Road Central, Hong Kong
Fax No. : + (852) 2297 9900
Attention : Ms. Lai Yuk Mui

To the Purchaser : Address : Flat A, 4/F., Gough Plaza, 33 Gough Street,
Central, Hong Kong
Fax No : N/A
Attention : Mr. Chan Yui Kwan

or such other address or facsimile number as may be notified by such party to the others.

- 20.2 Any notice or other communications shall be deemed to have been received if sent by facsimile, on the date of transmission; or if delivered personally, when delivered; if sent by post, 7 days if overseas and 48 hours if local after the date of posting.
- 20.3 Reference to writing shall include a notice or communication by facsimile.

21. NO WAIVER

No failure or delay by any parties hereto in exercising any right or remedy provided by law under or pursuant to this Agreement shall impair such right or remedy or operate or be construed as a waiver or variation of it or preclude its exercise at any subsequent time and no single or partial exercise of any such right or remedy shall preclude any other or further exercise of it or the exercise of any other right or remedy.

22. APPOINTMENT OF AGENT

- 22.1 The Vendor declares that Messrs. Tso Au Yim & Yeung, Solicitors are the Vendor's Agents (the "**Vendor's Agents**") for the purpose of receiving all monies payable to the Vendor pursuant to this Agreement.
- 22.2 The Vendor further declares that the payment to such Agents of any deposit, instalments of the Share Consideration and Loan Consideration and the balance thereof shall be a full and sufficient discharge of the Purchaser's obligations hereunder.
- 22.3 The Vendor may revoke the authority of the Vendor's Agents and appoint another solicitor as the Vendor's Agents in their place. No such revocation shall be valid unless it:
- (i) is in writing addressed to the Purchaser; and
 - (ii) is delivered to the Purchaser care of its solicitors, at least seven clear days

prior to completion; and

(iii) specifically identifies this Agreement.

23. COMPLETION DATE / PAYMENT DATE

When any of the date or dates stipulated for payment herein or if the Completion Date shall otherwise fall on a day which is not a Business Day or shall fall on a day on which typhoon signal No. 8 or above or black rainstorm warning is hoisted in Hong Kong SAR at any time during the business hours such date or dates for payment or the Completion Date (as the case may be) shall automatically be postponed to the next Business Day.

24. RIGHTS OF THIRD PARTIES

Notwithstanding that a term of this Agreement purports to confer a benefit on any person who is not a party to this Agreement, a person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap.632) to enforce or enjoy the benefit of any provisions of this Agreement.

25. SERVICE OF PROCESS ON VENDOR

The Vendor hereby unconditionally agrees and confirms that the service of any process connected with proceedings in the Hong Kong Courts and relating to this Agreement shall be deemed to have been validly served on the Vendor if they are served on the Vendor's Principal Place of Business in Hong Kong, i.e., 16th Floor, CMA Building, 64-66 Connaught Road Central, Hong Kong and the Vendor being a Registered Non-Hong Kong Company bearing Business Registration Number 31912888.

26. **LEGAL OPINION**

Within 14 days from the date of this Agreement, the Vendor shall produce to the Purchaser certified copies of the updated register of directors, register of secretary, certificate of incorporation, memorandum and articles of association of the Vendor (duly certified by the Vendor's director). The Vendor shall provide the Purchaser with a draft legal opinion to be issued by lawyers of Cayman Islands to prove, inter alia, that the Vendor is validly existing and in good standing, that the Vendor has power to hold and sell the Sale Share and Loan Advance and that all legal documents relating to this transaction executed by the Vendor has been duly and lawfully executed by the Vendor (the "**Cayman Islands Legal Opinion**") for the Purchaser's review and comment at least 5 days before the Completion date. On completion, the Vendor shall produce to the Purchaser a Certificate of Good Standing issued by the Cayman Islands Companies Registry and Certificate of Incumbency of the Vendor issued by the registered agent of the Company, both dated not earlier than 7 days before the Completion date. Within 5 days after the Completion date, the Vendor shall deliver the original of the Cayman Islands Legal Opinion issued by lawyers of Cayman Islands to the Purchaser.

SCHEDULE 1

The Company

1. Date of Incorporation: 25th October 2010
2. Place of Incorporation: Hong Kong
3. Business Reg. Number (BRN): 53216030
4. Company Name: **SINOFORTUNE PROPERTY LIMITED**
(華億地產有限公司)
5. Issued Capital: One Ordinary share
6. Director: Wang Jiawei (王嘉偉)
Lai Yuk Mui (黎玉梅)
7. Company Secretary: Stockmartnet Financial Services Limited
8. Financial Year End: 31st December of each year
9. Registered Office: 16/F., CMA Building, Nos.64-66 Connaught Road Central, Hong Kong.
10. Shareholder:

<u>Name of Shareholder</u>	<u>Share Holdings</u>
SINOFORTUNE FINANCIAL HOLDINGS LIMITED (華億金控集團有限公司)	One Ordinary share

SCHEDULE 2

DESCRIPTION OF THE PROPERTY

ALL THOSE 5 equal undivided 142nd parts or shares of and in ALL THOSE pieces or parcels of ground registered in the Land Registry as MARINE LOT NO.324, MARINE LOT NO.391, MARINE LOT NO.392 and INLAND LOT NO.2203 And of and in the messuages erections and buildings thereon now known as C.M.A. BUILDING (“the Building”) TOGETHER with the sole and exclusive right and privilege to hold use occupy and enjoy ALL THAT the SIXTEENTH FLOOR (including LAVATORY A and LAVATORY B appurtenant thereto) of the Building.

SCHEDULE 3

COMPLETION REQUIREMENTS RELATING TO THE TRANSACTION

1. Obligations of the Vendor

The Vendor shall:

- (a) deliver to the Purchaser duly executed instrument of transfer and sold note(s) in favour of the Purchaser in respect of the Sale Share and the valid share certificate in respect thereof;
- (b) deliver to the Purchaser the board resolution of the Company duly signed by the directors of the Company (where appropriate):-
 - (i) approving and authorizing the execution and completion of this Agreement, the Deed of Assignment (see Appendix A), the Deed of Tax Indemnity (see Appendix B), the transactions contemplated thereby and all documents incidental thereto;
 - (ii) approving the transfer of the Sale Share to the Purchaser and the issue of new share certificate therefor;
 - (iii) approving the resignation of such directors and secretary and auditors of the Company as the Purchaser may require and approving the appointment of such persons as may be nominated by the Purchaser as directors and secretary of the Company;
 - (iv) to change the registered office of the Company to such place as the Purchaser may require;
 - (v) to deal with and resolve upon such other matters as the Purchaser shall reasonably require for the purpose of giving effect to the provisions of this Agreement;
- (c) deliver to the Purchaser all the statutory and minute books and registers of the Company which shall be written up to (but not including) the Completion Date, the Company Chop, Common Seal, Certificate of Incorporation, Business Registration Certificates, together with copies of the Memorandum (if any) and Articles of Association or other constitutional documents of the Company, all unissued share certificates, books of account (all complete and written up to but not including the Completion Date), copies of all tax return(s) filed and related correspondence (if any) and all other documents, papers and records of the Company that are required to be kept by the Company under applicable laws and regulations;
- (d) deliver to the Purchaser a duly executed Deed of Assignment in the form substantially set out as Appendix A herein;

- (e) deliver to the Purchaser written resignations and the Form ND4 of all the directors of the Company resigning their offices as directors of the Company and confirming that they have no claims against the Company whether by way of compensation, remuneration, severance payments, pensions, expenses or otherwise;
- (f) deliver to the Purchaser the written resignation and the Form ND4 of the secretary of the Company resigning its appointment and confirming that it has no claims against the Company whatsoever whether for fees, disbursements or otherwise;
- (g) deliver to the Purchaser all title deeds to the Property and other papers and records of the Company;
- (h) deliver to the Purchaser vacant possession of the Property free from all encumbrances and indebtedness and the keys and smart cards (if any) relating thereto.
- (i) cause all bank account(s) (if any) of the Company be cancelled;
- (j) deliver to the Purchaser a Deed of Tax Indemnity valid for **three years** only from the Completion Date duly executed by the Vendor in favour of the Purchaser in the form set out as Appendix B herein;
- (k) deliver to the Purchaser the Tenancy Agreement containing the detailed terms of the Leaseback Arrangement set out under Appendix C hereof duly executed by the Vendor or one of its subsidiaries on Completion Date;
- (l) deliver to the Purchaser the Proforma Accounts certified as true and correct by the director of the Company; and
- (m) such documents as specified under Clause 26 herein.

2. **Obligations of the Purchaser**

- (a) The Purchaser shall deliver to the Vendor a solicitor's cheque or cheques or cashier's order or cashier orders equal to the remaining balance of the Share Consideration and the Loan Consideration pursuant to **Clause 3.3(c)**, where such remaining balance may be adjusted upwards or downwards pursuant to Clause 6 (if applicable).

SCHEDULE 4

VENDOR'S WARRANTIES

1. Corporation Status

- 1.1 The matters stated in the Recitals (A), (B), (C), (D) and (E) to this Agreement are true and accurate.
- 1.2 The Company has been duly incorporated and constituted, and is legally subsisting under the laws of Hong Kong. There has been no resolution, petition or order for the winding-up of the Company. No receiver has been appointed or to be appointed in respect of the Company and there is no scheme or arrangement entered into with the creditors of the Company.
- 1.3 The Company has complied with all applicable laws and not received any notice of any application for the rectification of its register of members and no written notice has been received that any of the statutory books or records of the Company are incorrect or should be rectified, or if any such notice has been received and not been cancelled or withdrawn, the relevant register of members, statutory books or records have been rectified.
- 1.4 All returns, resolutions and constitutional documents required to be filed with the relevant government, tax and other regulatory authorities by the Company under applicable laws have been filed.
- 1.5 No events or omissions have occurred whereby the constitution, subsistence or corporate status of the Company has been or is likely to be adversely affected.
- 1.6 Neither the Sale Share nor any of the Company's assets (including the Property) have been the subject of a fraudulent preference to creditors or undervalue transactions within the meaning of the Companies Ordinance.

2. Shareholders, Share Capital

- 2.1 Subject only to the approval by the shareholders of the Vendor at the EGM, the Vendor has full power and authority and has taken all actions necessary to execute and deliver and to exercise its rights and perform its obligations under this Agreement and each of the documents in the agreed form to be executed on or before Completion which constitute valid and binding obligations on the Vendor in accordance with their terms.
- 2.2 The Sale Share comprises the entire issued share capital of the Company, and there is and will not be in issue any other shares, debentures, warrants, options or securities of any description before Completion.
- 2.3 The Company is not under any contracts, options, warrants or any other obligations regarding any part of its capital, issued or unissued, or for the issue, transfer, redemption or repayment of any shares, debentures, warrants, options, or other similar securities.

- 2.4 The Company does not have any subsidiary or any investments in any other company.
- 2.5 The Vendor is the sole legal and beneficial owner of the Sale Share and the Loan Advance and is entitled to sell, transfer and assign and will at Completion sell, transfer and assign the full legal and beneficial ownership of the Sale Share and the benefit of the Loan Advance to the Purchaser or its nominee(s) free from any mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, third-party right or interest, other encumbrance or security interest of any kind, or another type of preferential arrangement (including, without limitation, a title transfer or retention arrangement) having similar effect and any agreement or obligation to create or grant any of the aforesaid and with all rights now and hereafter relating to such Sale Share and Loan Advance.

3. Business etc.

- 3.1 The principal business activity of the Company is the acquisition and holding of the Property for the purpose of long-term investment.
- 3.2 Other than the business stated above and the business of leasing and managing the Property, the Company has not carried on any other business or activities.
- 3.3 Except as expressly disclosed in section 4 of this Schedule 4 headed "Assets and Liabilities", the Company has not :-
- (a) given or permitted to be outstanding any powers of attorney or authority (expressed or implied) to any party to enter into any contracts, commitments or transactions (other than the usual authority conferred on its directors in respect of the ordinary course of business);
 - (b) entered into any contracts, commitments or transactions which are unusual or of a long-term nature or which may involve obligations of a nature or magnitude calling for special mention or which cannot be fulfilled or performed in accordance with its terms without undue or unusual expenditure or efforts;
 - (c) entered into any joint venture, partnership, consortium or other profit-sharing arrangement with any third party;
 - (d) given any guarantee or indemnity; or
 - (e) breached or defaulted in a material respect under any contracts, commitments or transactions.

4. Assets and Liabilities

- 4.1 On Completion :
- (a) Subject to Clause 9.1 of the Agreement, the Company is and will still be the registered and beneficial owner of the Property free from all mortgages,

charges or other Encumbrances.

- (b) the Company will have no outstanding debts or liabilities (except amounts owing to the Vendor the right title benefit and interest of which will be assigned to the Purchaser).

4.3 In respect of the Company, save as expressly provided herein or specifically disclosed in writing to the Purchaser, there is, and will as at Completion be:-

- (a) no material capital commitments of any nature;
- (b) no creation or giving of any mortgages, charges, debentures save and except the Mortgage;
- (c) no borrowing or incurrence of any actual debt or liabilities save and except the further Loan Advance by the Vendor to the Company in paying off the Credit Company in order to release the Mortgage;
- (d) no outstanding payment or declaration of dividends or distribution of assets of any nature or amount;
- (e) no material adverse change in the affairs and financial position thereof save and except the further Loan Advance by the Vendor to the Company in paying off the Credit Company in order to release the Mortgage;
- (f) no depletion of any assets thereof;
- (g) no transaction other than in the ordinary course of business.

4.4 All information in writing in respect of the Company which has been given by any of the directors, officers or professional advisors of the Vendor to any of the directors or officers or professional advisers of the Purchaser in the course of the negotiations leading to the signing of this Agreement and due diligence is true complete and accurate in all material respects and there is no fact or matter not disclosed in writing to the Purchaser which renders any such information untrue or inaccurate in or misleading in any material respect.

4.5 The Completion Accounts when prepared, will present fairly the financial condition and results of operations of the Company for the periods specified, and will be prepared in accordance with the requirements of all relevant laws and applicable statements of standard accounting practice, with good and generally accepted accountancy principles and practice, applied on a basis consistent with prior years (except for changes made in compliance with changes in applicable accounting standards). The books of account from which the Completion Accounts are prepared accurately reflect all of the items of income and expense, all assets and liabilities, and all accruals.

4.6 Save for the Loan Advance, there are no outstanding loans as at Completion between the Company and any of its directors or shareholders, whether made by the Company to such persons or by such persons to the Company.

- 4.7 The execution, delivery and performance of this Agreement will not result in the breach, cancellation or termination of any of the terms or conditions of or constitute a default under any agreement, commitment or other instrument to which the Company is a party or by which the Company or its property or assets may be bound or affected or result in the acceleration of any obligation under any loan agreement or violate any law or any rule or regulation of any administrative agency, regulatory authority, stock exchange, or governmental body or any order, writ, injunction or decree of any court, administrative agency or governmental body affecting the Company.

5. Taxation

- 5.1 The Company has fully and punctually paid all taxes, duties and levies and other governmental assessments and charges as the same became due and payable.
- 5.2 The Company has complied with the Inland Revenue Ordinance and the Stamp Duty Ordinance and has kept proper and full records for tax purposes and have filed all tax returns, reports and declarations required by any taxing authority, and there is no pending disputes with the Inland Revenue Department or any other tax authorities.
- 5.3 The Company does not have any liability (actual or potential) which is not or will not be shown or otherwise specifically provided for in the audited accounts of the Company for the immediately preceding financial year or the Completion Accounts.

6. Corporate Records and Procedures etc.

- 6.1 The memorandum and articles of association of the Company delivered to the Purchaser on the signing of this Agreement is the true, complete and current memorandum and articles of association of the Company.
- 6.2 The Company has observed and complied with the Companies Ordinance of Hong Kong or legislation corresponding thereto in other relevant jurisdictions and all returns required to be filed have been filed.
- 6.3 All required corporate procedures and approvals have been duly complied with and obtained in respect of all acts and deeds of each of the Company and all such acts and deeds are valid and binding.

7. Staff and Service Contracts

- 7.1 As at the date of this Agreement, the Company does not have any employee.
- 7.2 There is no engagement, service or employment contract to which the Company is a party which may not be terminated by the respective Company on Completion Date by giving one (1) month's notice or less and without payment of compensation.
- 7.3 There is no scheme or fund in respect of retirement, pension, health insurance, housing, bonus, incentive, share option, profit sharing arrangement or other benefits to directors, officers, staff, employees or any other party to which the Company is a party or in respect of which there is any obligations or liabilities, present or future,

actual or contingent.

8. Dispute, Claims and Litigation

- 8.1 Neither the Company nor any person for whose acts or defaults the Company may be vicariously liable is engaged in any civil or criminal litigation or arbitration proceedings and as far as the Vendor is aware, there are no claim, arbitration or litigation (whether civil or criminal) proceedings or any other hearings pending or threatened against the Company, whether actual or potential. There are no unfulfilled or unsatisfied judgments or orders against the Company or any of its assets and there has been no delay by it in the payment of any obligation due for payment.
- 8.2 Without limiting the generality of section 8.1 above, there is no litigation, arbitration, prosecution, administrative or other legal proceedings or dispute in existence or threatened against the Vendor in respect of the Sale Share or the Loan Advance or the Vendor's entitlement to dispose of the Sale Share or assign the Loan Advance, and there are no facts known to the Vendor which might give rise to any such proceedings or dispute in any jurisdiction.
- 8.3 The Company has at all times carried on its business in compliance with all applicable laws and regulations. Without prejudice to the generality of the foregoing, the Company has obtained all licences, permissions, authorisations and consents required by applicable laws to own and operate its assets and for the proper carrying on of its business and all aspects of its corporate affairs. All such licences, permissions, authorisations and consents are valid and subsisting and in full force and effect, the Company is not in breach of any of the terms and conditions attached thereto. There have not been nor are there threatened or pending, any civil or criminal actions, notices of violations, investigations, administrative proceedings or written communications from any regulatory authority against the Company with regard to its conduct of business or any of its assets or any of its directors and the Vendor knows of no facts or circumstances which may give rise to the same. There are no circumstances known to the Vendor which indicate that equivalent licences, permissions, authorisations or consents on no less favourable terms would not be granted to the Company following the acquisition of the Sale Share by, or the assignment of the Loan Advance to, the Purchaser.
- 8.4 The Company has not committed nor is it liable for any criminal, illegal, unlawful or unauthorized act or breach of any obligation whether imposed by or pursuant to statute, contract or otherwise.

9. Property Warranties

- 9.1 The Company is the sole registered and beneficial owner of the Property as shown in the Land Register kept by the Land Registry of Hong Kong.
- 9.2 The Vendor further represents, warrants and undertakes that:
- (a) the title deeds and documents of the Property which are in the possession of the Company will be handed over to the Purchaser on or before Completion in accordance with the terms of this Agreement.

- (b) to the knowledge of the Vendor, the Property is free from all adverse claims, Encumbrances, liabilities, annuities or other unusual outgoings or trusts, liens and third party rights not otherwise disclosed in the title deeds or which is otherwise capable of registration against the Property.
- (c) to the knowledge of the Vendor, the Property is not subject to any adverse estate, right or benefit whatsoever in favour of any third party (whether in the nature of a public or private right or obligation) which would materially interfere with the Company's use of the Property nor is there any agreement or commitment to give or create any of the foregoing, whether oral or in writing.
- (d) the Company has not received any oral or written notice of any claim, demand or liability in respect of the Property, or any party thereof which is material and outstanding.
- (e) the Property is not subject to any tenancy agreement, whether legal or equitable.
- (f) there are no actions, disputes, claims or demands between the Company and any third party affecting the Property, whether actual, pending or potential.

10. The Loan Advance

- 10.1 The Loan Advance is owing by the Company to the Vendor and is valid and subsisting and free from any Encumbrance, release or waiver or any agreement for the same.
- 10.2 The Vendor has the power, right and authority to assign the full legal and beneficial interest in, and benefit of, the Loan Advance in manner set out in the Deed of Assignment.

IN WITNESS, this Agreement is signed by the parties hereto on the day and year first above written.

The Vendor

SIGNED by LAI Yuk Mui,
executive director for and on behalf of
SINO FORTUNE FINANCIAL HOLDINGS
LIMITED (華億金控集團有限公司) in the
presence of :-


TSO HON SAI BOSCO
Solicitor, Hong Kong SAR
of Messrs. Tso Au Yim & Yeung, Solicitors.

For and on behalf of
Sinofortune Financial Holdings Limited
華億金控集團有限公司

Authorized Signature(s)

The Company

SIGNED by LAI Yuk Mui, director
for and on behalf of SINO FORTUNE
PROPERTY LIMITED (華億地產有限公司)
in the presence of :-


TSO HON SAI BOSCO
Solicitor, Hong Kong SAR
of Messrs. Tso Au Yim & Yeung, Solicitors.

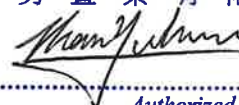
For and on behalf of
Sinofortune Property Limited
華億地產有限公司

Authorized Signature(s)

The Purchaser

SIGNED by Chan Yui Kwan,)
its director, - - - - -)
for and on behalf of BEST PROPERTIES)
LIMITED (優勢置業有限公司) in the)
presence of :-)
)

For and on behalf of
BEST PROPERTIES LIMITED
優勢置業有限公司



.....
Authorized Signature(s)



JOSEPH C.T. LEE
Solicitor, Hong Kong SAR
Joseph C.T. Lee & Co.

Form of Deed of Assignment

Dated the day of 2025.

and

and

SINOFORTUNE PROPERTY LIMITED (華億地產有限公司)
(the “Debtor”)

DEED OF ASSIGNMENT

Ref.: JL/78760/lyy

THIS DEED OF ASSIGNMENT is made the _____ day of _____ 2025

GIVEN BY

- (1) **SINOFORTUNE FINANCIAL HOLDINGS LIMITED (華億金控集團有限公司)** a company incorporated in the Cayman Islands with limited liability whose registered address is situated at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands and listed on the GEM of the Stock Exchange of Hong Kong Limited with stock code 8123 (the “**Assignor**”)

IN FAVOUR OF

- (2) **BEST PROPERTIES LIMITED (優勢置業有限公司)** a company incorporated in Hong Kong SAR with limited liability whose registered address is situated at Flat A, 4/F., Gough Plaza, 33 Gough Street, Central, Hong Kong bearing Business Registration No.77405271 (the “**Assignee**”)

WITH CONSENT OF

- (3) **SINOFORTUNE PROPERTY LIMITED (華億地產有限公司)** a company incorporated in Hong Kong SAR with limited liability whose registered address is situated at 16/F., CMA Building, Nos.64-66 Connaught Road Central, Hong Kong bearing Business Registration No.53216030 (the “**Debtor**”).

WHEREAS:

- (A) The Debtor is as at the date hereof indebted to the Assignor in the sum of HK\$_____, being an unsecured loan advanced to the Debtor, comprising the principal amount of HK\$_____ and interest accrued thereon up to the date hereof (the “**Debt**”).
- (B) The Debt is repayable on demand.
- (C) Pursuant to a sale and purchase agreement dated _____ (the “**Agreement**”) entered into inter alia between the Assignor, the Assignee and the Debtor, the Assignee has agreed to acquire from the Assignor, and the Assignor has agreed to assign and transfer to the Assignee, all the Assignor’s benefits and interests of and in the Debt at the consideration of HK\$_____, and on the

terms and conditions of the Agreement and this Deed.

NOW THIS DEED WITNESSETH as follows:

1. Pursuant to the Agreement and in consideration of the premises and the sum of HK\$_____ the receipt whereof the Assignor hereby acknowledges, the Assignor as beneficial owner hereby assigns and transfers unto the Assignee all its right, title, benefit, advantage, remedies and interest of and in the Debt free from claims, rights, charges, liens, options, encumbrances, equities and third party interest whatsoever together with all rights on and after the date hereof, attaching thereto TO HOLD the same unto the Assignee absolutely (the "Assignment").
2. The Assignor hereby represents and warrants to the Assignee that:
 - (a) the Recitals in this Deed are true and accurate;
 - (b) the Debt is due and payable and is still valid and subsisting and free from all or any encumbrance, compromise, release, waiver and dealing or any agreement for any of same; and
 - (c) the Assignor has all the right, authority and power to assign all its rights, title, interest and benefit of and in the Debt in the manner and in accordance with the terms and conditions set out in this Deed and the Agreement; and
 - (d) the Debt is now duly owing without any default thereof by the Debtor to the Assignor.
3. The Assignor hereby covenants with the Assignee immediately on receipt to pay to the Assignee any payments or other money in respect of the Debt which may be received by the Assignor from the Debtor subsequent to this Assignment, in respect of the Debt and until such payment to hold the same on trust for the Assignee.
4. The Debtor agrees and consents to the Assignment and all of the foregoing, and further undertakes to the Assignor and the Assignee that the Debtor will make all payments of the Debt and discharge all its obligations in respect thereof to the Assignee directly instead of to the Assignor.

5. The Assignor hereby gives notice of the Assignment of the Debt to the Debtor and the Debtor hereby acknowledges such notice and confirms that the Debt exists, is valid and subsisting.
6. The Debtor hereby represents, warrants and confirms to the Assignee that the Debt is repayable on demand and is now duly owing without any default thereof by the Debtor to the Assignor.
7. This Assignment shall be binding upon and enure for the benefit of each party's successors and assigns save that no party may assign any of their respective rights, benefits or obligations hereunder without the prior written consent of the other parties.
8. This Deed is governed by and shall be construed in accordance with the laws of the Hong Kong Special Administrative Region ("**Hong Kong**") and the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts in relation to any proceeding arising out of or in connection with this Deed but this Deed may be enforced in any court of competent jurisdiction.

IN WITNESS whereof this Deed of Assignment has been duly executed under seal on the date first above written.

The Assignor
SEALED with the Common Seal of)
SINOFORTUNE FINANCIAL HOLDINGS)
LIMITED (華億金控集團有限公司)
and **SIGNED** by)
)
)
)
)
for and on behalf of the Assignor)
in the presence of :-)

The Debtor
SEALED with the Common Seal of)
SINOFORTUNE PROPERTY LIMITED)
(華億地產有限公司) and **SIGNED** by)
)
)
)
)
for and on behalf of the Debtor)
in the presence of :-)
)
)

The Assignee

SEALED with the Common Seal of)
BEST PROPERTIES LIMITED (優 勢 置)
業有限公司) and **SIGNED** by)

)
)
)
)
for and on behalf of the Assignee)
in the presence of :-)

APPENDIX B

Form of Deed of Tax Indemnity

Dated the _____ day of _____ 2025.

DEED OF TAX INDEMNITY

JOSEPH C.T. LEE & CO.,
Solicitors & Notaries,
10th Floor, Euro Trade Centre,
21-23 Des Voeux Road C.,
Hong Kong.

Ref.: JL/78760/lyy

THIS DEED OF TAX INDEMNITY is made on the _____ day of _____ 2025

BETWEEN :-

- (1) **SINOFORTUNE FINANCIAL HOLDINGS LIMITED (華億金控集團有限公司)** a company incorporated in the Cayman Islands with limited liability whose registered address is situated at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands and listed on the GEM of the Stock Exchange of Hong Kong Limited with stock code 8123 (the “**Vendor**”);
- (2) **BEST PROPERTIES LIMITED (優勢置業有限公司)** a company incorporated in Hong Kong SAR with limited liability whose registered address is situated at Flat A, 4/F., Gough Plaza, 33 Gough Street, Central, Hong Kong bearing Business Registration No.77405271 (the “**Purchaser**”);
- (3) **SINOFORTUNE PROPERTY LIMITED (華億地產有限公司)** a company incorporated in Hong Kong SAR with limited liability whose registered address is situated at 16/F., CMA Building, Nos.64-66 Connaught Road Central, Hong Kong bearing Business Registration No.53216030 (the “**Company**”).

WHEREAS :-

- (A) By an Agreement for Sale and Purchase dated _____ (the “**Agreement**”) made between, the Vendor, the Purchaser and the Company in relation to the shares in and loans owing by the Company, the Vendor has agreed to sell and the Purchaser has agreed to purchase the Sale Share (as defined therein) and the Loan Advance (as defined therein) on the terms and conditions therein contained.
- (B) It is a condition of the Agreement that the Vendor shall execute and deliver to the Purchaser this Deed.

NOW THIS DEED WITNESSES as follows :-

1. DEFINITION

In this Deed, in addition to the above definitions, the following words and expressions shall have the following meanings:

“Claim” includes any assessment, notice, demand or other document issued or action taken by or on behalf of the Inland Revenue Department of Hong Kong or any other statutory or central provincial, regional or local governmental authority whatsoever in Hong Kong or in

any other part of the world from which it appears that the Company is liable or is sought to be made liable for any payment of any form of Taxation or to be deprived of any relief which relief would, but for the Claim, have been available to the Company; and

“Tax” or “Taxation” means all forms of taxation, deductions, withholdings, duties, imposts, levies, fees, charges and rates imposed, levied, collected, withheld or assessed by the Inland Revenue Department of Hong Kong or any other statutory or central provincial, regional or local governmental authority whatsoever in Hong Kong or in any other part of the world , and any interest, additional taxation, penalty, surcharge or fine in connection therewith.

2. INDEMNITY

Subject as hereinafter provided, the Vendor hereby undertakes to fully indemnify and keep fully indemnified the Purchaser and the Company from and against (a) any loss or liability suffered or incurred by the Purchaser or the Company for any and all Tax or Taxation falling on the Company or which the Company is liable to pay from or by reference to any income, profits, gains, transactions, events, matters or things whatsoever earned, accrued, received, entered into or occurring up to the date of this Deed which the Purchaser or the Company may incur in connection with:

- (i) the settlement of any claim under this Deed;
- (ii) any legal proceedings in which the Purchaser or the Company claims under or in respect of this Deed and in which judgment is given for the Purchaser or the Company; or
- (iii) the enforcement of any such settlement or judgment.

3. LIMITATION ON TAX INDEMNITY

3.1 Notwithstanding anything to the contrary in this Deed, this Deed does not cover any claim and the Vendor shall be under no liability under this Deed in respect of Taxation

- (i) which would not have arisen but for any voluntary act (including any disposal of the Property or any part or parts thereof or any interest (direct or indirect) therein by the Company after Completion) or omission by the Purchaser or the Company effected (other than pursuant to a legally binding agreement created by the Company on or before the date of this Deed) after the date of this Deed without the prior consent or agreement of the Vendor or the Vendor;
- (ii) to the extent that such claim arises or is incurred as a result of the imposition of Taxation as a consequence of any retrospective change in the

law or practice coming into force after the date hereof or to the extent such claim arises or is increased by an increase in rates of Taxation after the date hereof with retrospective effect; and

(iii) which arises as a result of a change in accounting policies after Completion.

- 3.2 The Vendor shall be under no liabilities for any claim under this Deed unless the Purchaser shall have given written notice to him prior to the date falling **three years** from the date of this Deed giving material details of the relevant claims.

4. CONDUCT OF CLAIMS

- 4.1 If the Purchaser shall become aware of any Claim relevant for the purposes of this Deed, it shall promptly give written notice thereof to the Vendor. The Purchaser shall, by way of covenant but not as a condition precedent to the liability of the Vendor hereunder, give or procure that notice thereof is given, as soon as reasonably practicable, to the Vendor (as the case may be) and, as regards any Claim, the Company shall take such action as the Vendor (as the case may be) may by notice reasonably require to cause the Claim to be withdrawn, or to dispute, resist, appeal against, compromise or defend the Claim and any determination in respect thereof, but subject to the Company or the Purchaser (as the case may be) being indemnified and secured to its reasonable satisfaction by the Vendor from and against any and all losses, liabilities (including additional Tax), damages, interest, penalties, costs, charges and expenses which may be thereby sustained or incurred.
- 4.2 Without the prior approval of the Vendor (and such approval shall not be unreasonably withheld or delayed), the Purchaser and/or the Company shall make no settlement of any Claim nor agree any matter in the course of disputing any Claim likely to affect the amount thereof.

5. GOVERNING LAW AND JURISDICTION

This Deed and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Hong Kong and the Vendor irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong.

IN WITNESS whereof the parties hereto duly executed and delivered this Deed the day and year first above written.

The Vendor

SEALED with the Common Seal of)
SINOFORTUNE FINANCIAL HOLDINGS)
LIMITED (華億金控集團有限公司))
and **SIGNED** by)
)
)
)
for and on behalf of the Vendor in the)
presence of :-)

The Company

SEALED with the Common Seal of)
SINOFORTUNE PROPERTY LIMITED)
(華億地產有限公司) and **SIGNED** by)
)
)
)
for and on behalf of the Company in the)
presence of :-)

The Purchaser

SEALED with the Common Seal of)

BEST PROPERTIES LIMITED (優勢置業)

有限公司) and **SIGNED** by)

)

)

)

for and on behalf of the Purchaser in the)
presence of :-

APPENDIX C

Form of Tenancy Agreement

Dated the day of 2025

SINOFORTUNE PROPERTY LIMITED

(華億地產有限公司)
("the Landlord")

and

SINOFORTUNE FINANCIAL HOLDINGS LIMITED

(華億金控集團有限公司)
("the Tenant")

TENANCY AGREEMENT

o f

ALL THAT SIXTEENTH FLOOR (including
LAVATORY A and LAVATORY B
appurtenant thereto), C.M.A. Building, No.64
Connaught Road Central and No.133 Des
Voeux Road Central, Hong Kong erected and
standing on Marine Lot No.324, Marine Lot
No.391, Marine Lot No.392 and Inland Lot
No.2203.

JOSEPH C. T. LEE & CO
Solicitors,
10th Floor, Euro Trade Centre,
21-23 Des Voeux Road Central,
Hong Kong.

Ref : JL/78956/lch

SECTION A
AGREEMENT

Date	AN AGREEMENT made this day of Two Thousand And Twenty-Five
Parties	BETWEEN the party named and described as Landlord in Part 1 of the First Schedule hereto (hereinafter called "the Landlord" which expression where the context so admits shall include any person or company for the time being entitled to the immediate reversion expectant upon the term hereby created) of the one part and the party or parties named and described as the Tenant in Part 1 of the First Schedule hereto (hereinafter called "the Tenant") of the other part.
	WHEREBY IT IS AGREED as follows :
Premises	The Landlord shall let and the Tenant shall take All Those the premises described in Part 2 of the First Schedule hereto (hereinafter called "the Premises") which form part of the messuages erections and buildings erected on MARINE LOT No.324, MARINE LOT No.391, MARINE LOT No.392 and INLAND LOT No.2203 (hereinafter called "the Building") Together with the right to use (in common with the Landlord and all others having the like right and subject to the Landlord's right to restrict such use) the Common Parts (if any) (as hereinafter defined) in so far as the same are necessary for the proper use and enjoyment of
Term	the Premises for the TERM stated in Part 3 of the First Schedule hereto YIELDING AND PAYING therefor throughout the said term the rent and other charges (all of
Rent	which are unless the context otherwise requires are hereinafter included under the term "rent") as set out in Part 4 of the First Schedule hereto which sums shall be payable exclusive of Government Rent, Government Rates, management fee and other outgoings clear of all deductions or set-off by monthly payments in advance on the 1 st day of each calendar month the first of such payments to be due and to be payable together with the deposit payable hereunder as set out in Part 6 of the First Schedule hereto.
User	Without prejudice to Clause 6 of Section D, the Premises shall not be used by the Tenant for any purpose other than that specified in Part 8 of the First Schedule hereto.

SECTION B
RENT AND OTHER CHARGES

The Tenant hereby agrees with the Landlord as follows :-

- | | | |
|----------------------------|----|--|
| Rent | 1. | To pay the rent as set out in Part 4 of the First Schedule hereto, on the days and in the manner hereinbefore provided. |
| Management Fee | 2. | To pay the management fee as set out in Part 5 of the First Schedule hereto, on the days and in the manner hereinbefore provided. |
| Government Rent and Rates | 3. | To pay on the days a fixed quarterly sum being the Government rent and rates in respect of the Premises as set out in Part 5 of the First Schedule hereto. |
| Utility charges & Deposits | 4. | To be solely responsible for and promptly pay and discharge all deposits and charges in respect of water electricity telephone air-conditioning and any other utility as may be shown by or operated from the Tenant's own metered supply or by accounts rendered to the Tenant in respect of all such utilities consumed on or in or for the benefit of the Premises. |
| Interest on arrears | 5. | The Landlord shall have the right without prejudice to any other right or remedy hereunder to charge interest at 2% per month in respect of any payments to be made to the Landlord hereunder which shall be more than fourteen (14) days in arrears and such interest shall be payable from the date upon which such payment in arrears fell due and not seven days thereafter. |

SECTION C
TENANT'S OBLIGATIONS

The Tenant hereby agrees with the Landlord as follows :-

- | | | |
|------------|----|--|
| To fit out | 1. | To fit out the Premises in a good proper and workmanlike fashion in accordance with such plans and specifications as shall have been first |
|------------|----|--|

approved in writing by the Landlord and to pay to the Landlord on demand all costs charges and expenses (including legal costs and fees payable to architects engineers and surveyors) incurred by the Landlord in connection with its consideration of the Tenant's plans and applications for consent.

- | | | |
|--|----|--|
| To repair interior | 2 | To keep all the interior of the Premises including the flooring and interior plaster or other finishes or rendering to floors walls and ceilings and the sprinkler system and fire protection and fire fighting systems, equipment and apparatus and the Landlord's fixtures and fittings therein and all additions thereto and all doors and windows, plumbing electrical and other installations, and wiring and piping in or belonging to the Premises in good clean and tenantable and substantial repair and condition and properly preserved and painted condition and so to maintain the same at the expense of the Tenant and to deliver up the same to the Landlord at the expiration or sooner determination of the Term in like condition. In repairing or maintaining any part of the sprinkler system or of the fire protection or fire fighting systems, equipment or apparatus, the Tenant shall use only a qualified or licensed contractor approved by the Landlord for the purpose PROVIDED THAT such approval shall not be unreasonably withheld. |
| To repair electrical | 3. | <ul style="list-style-type: none">(a) To repair or replace any electrical installation or wiring in the Premises if the same becomes dangerous or unsafe or if so required by the relevant utility company and in so doing the Tenant shall use only a contractor approved in writing by the Landlord for the purpose PROVIDED that such approval shall not be unreasonably withheld.(b) To permit the Landlord or its authorised representative or the servants or agents of either of them to test the Tenant's wiring in the Premises upon request being made.(c) To keep the Landlord fully indemnified against any cost claim damage or proceedings resulting from or attributable to any malfunction or disrepair of the electrical installation or wiring or apparatus in or belonging to the Premises. |
| To repair sanitary and water apparatus | 4. | To keep the sanitary and water apparatus used exclusively by the Tenant and its servants employees agents and licensees in good clean |

and tenantable repair and condition (fair wear and tear excepted) to the satisfaction of the Landlord and in accordance with the regulations or bye-laws of all Public Health and other Government Authorities concerned.

- | | | |
|--|----|---|
| To repair on notice | 5. | On receipt of any notice from the Landlord or its authorised representative specifying any works or repairs which require to be done and which are the responsibility of the Tenant hereunder forthwith to put in hand and execute the same and if the Tenant shall not within 1 month from the date of such notice proceed diligently with the execution of such works or repairs then it shall be lawful for the Landlord or its authorised representative or the servants or agents of either of them to enter upon the Premises and forcibly if need be to carry out any such works or repairs at the sole expense of the Tenant and the costs and expenses thereof shall be a debt due from the Tenant to the Landlord and be forthwith recoverable by action. |
| To indemnify the Landlord against loss/damage from defects | 6. | To be wholly responsible for and to keep the Landlord fully indemnified against any loss damage or injury caused to any person whomsoever or any property whatsoever whether directly or indirectly through the defective or damaged condition of any part of the interior of the Premises or any part of the sprinkler system or fire protection or fire fighting systems equipment or apparatus or any fixtures or fittings or plumbing electrical or other installation or wiring or piping for the repair of which the Tenant is responsible hereunder or through or in any way owing to the spread of fire, smoke or fumes or the leakage or overflow of water including storm or rain water from, to or in the Premises or any part thereof or through the act default or neglect of the Tenant its servants employees agents or licensees. |
| To inform the Landlord of damage | 7. | To give notice in writing to the Landlord or its authorized representative within three (3) working days of any damage that may be suffered to the Premises or by persons thereon and of any accident to or defects in the sprinkler system or fire protection or fire fighting systems equipment or apparatus or fixtures or fittings or plumbing electrical or other installations or wiring or piping or other facilities provided by the Landlord. |

To pay for replacing windows/glass	8.	To pay to the Landlord on demand the cost of replacing all windows or glass of or in the Premises or the Building broken or damaged by the Tenant.
To pay for cleaning of drains	9.	To pay to the Landlord on demand all costs incurred by the Landlord in cleansing clearing repairing or replacing any of the drains pipes or sanitary or plumbing apparatus choked or stopped up owing to use, omission or neglect by the Tenant or any servant employee agent or licensee of the Tenant in any manner and to keep the Landlord indemnified against any cost claim or damage caused thereby or arising therefrom.
To protect from typhoons	10.	To take all reasonable precautions to protect the interior of the Premises against damage by storm typhoon heavy rainfall or the like.
To cushion machinery	11.	To cushion any machinery placed on or affixed to the Premises and to mount and equip any machinery liable to produce vibration and every part thereof with anti-vibration absorbers and anti-dumping absorbers of such types and designs as first approved of in writing by the Landlord's architect and/or managing agents and comply with all directions and orders of the Landlord for eliminating and reducing vibrations and dumping produced by the operation and running of any of the machinery installed at the Premises and to restrict the number of workers working or staying in the Premises or any part thereof in accordance with Government Regulations (if any) as may govern such matters.
To comply with Ordinances	12.	To observe obey and comply with and to keep the Landlord fully indemnified against the breach of all Ordinances Regulations bye-laws rules and requirements of any Governmental or other competent authority relating to the conduct and carrying on of the Tenant's business or the operation and running of any machinery, hardware or equipment installed on the Premises or to any other act deed matter or thing done permitted suffered or omitted therein or thereon by the Tenant or any servant employee agent or licensee of the Tenant and to notify the Landlord forthwith in writing of any notice received from any statutory or public authority concerning or in respect of a possible breach of this Clause.

To comply with Government Lease	13.	To observe obey and comply with and to keep the Landlord fully indemnified against any breach by the Tenant or any contractor servant employee agent or licensee of the Tenant of the terms conditions and covenants of the Government Lease or other grant or grants under which the Building and the land on which it is erected are held from the Government.
To comply with Building Rules	14.	To observe obey and comply with the provisions of the Deed of Mutual Covenant (if any) or any Building Rules from time to time imposed by the Landlord or any other person for the management of the Building (hereinafter called "the Building Rules").
To be responsible for contractors, servants, etc.	15.	To be responsible to the Landlord for the acts neglect omissions and default of all contractors servants employees agents and licensees of the Tenant as if they were the acts neglect omissions and default of the Tenant itself and for the purposes of this Agreement "licensee" shall include any person present in using or visiting the Premises with the consent of the Tenant express or implied.
To permit entry by the Landlord	16.	To permit the Landlord and all persons authorised by it at all reasonable times on reasonable prior notice to enter and view the state of repair of the Premises, to take inventories of the Landlord's fixtures therein, to test the electric wiring, to read the meters, and to carry out any works repairs or maintenance which require to be done Provided that in the event of an emergency the Landlord its authorised representative and the servants and agents of either of them may enter without notice and forcibly if need be.
To permit viewing and letting notice	17.	During the three calendar months immediately preceding the expiration or sooner determination of the Term to allow at all reasonable times on reasonable prior notice prospective tenants or purchasers to inspect the Premises and to allow the Landlord to exhibit where the Landlord shall think fit a notice or notices for selling letting or otherwise disposing of the Premises and the Tenant shall not remove or conceal such notice or notices.
To yield up the Premises and	18.	To quietly yield up the Premises together with all fixtures fittings and additions therein and thereto at the expiration or sooner

Handover

determination of this Agreement in good clean and substantial repair and condition during office hours (i.e. 9:00 a.m. to 5:00 p.m.) notwithstanding any rule of law or equity to the contrary Provided always that the Tenant shall (if so required by the Landlord) remove all personal property trade fixtures and fittings and additions therein and thereto of the Tenant and in such event the Tenant shall make good all damage caused by such removal and reinstate the Premises to bare shell condition as the Landlord may require at the Tenant's expense and to the Landlord's satisfaction And Thereupon to surrender to the Landlord all keys giving access to all parts of the Premises held by the Tenant and to permit the Landlord to remove at the Tenant's expense all lettering and characters relating to the Tenant from any directory board door wall or window in the Building and to make good at the Tenant's expense any damage caused by such removal.

SECTION D RESTRICTIONS AND PROHIBITIONS

The Tenant hereby further agrees with the Landlord as follows :-

Not to assign or
underlet

1. Not to assign underlet part with the possession of or transfer the Premises or any part thereof or any interest therein nor permit or suffer any arrangement or transaction whereby any person who is not a party to this Agreement obtains the use possession occupation or enjoyment of the Premises or any part thereof irrespective of whether any rental or other consideration is given therefor. The tenancy shall be personal to the Tenant named in this Agreement and without in any way limiting the generality of the foregoing the following acts and events shall be deemed to be breaches of this Clause :-
 - (a) In the case of a tenant who is an individual (including a sole surviving partner of a partnership tenant) the death insanity or other disability of that individual to the intent that no right to use possess occupy or enjoy the Premises or any part thereof shall vest in the executors administrators personal representatives next of kin trustee receiver or committee of any such individual.

- (b) In the case of a tenant which is a corporation any take-over reconstruction amalgamation merger liquidation or change in the person or persons who owns or own a majority of its voting shares or who otherwise has or have effective control thereof.
- (c) The giving by the Tenant of a Power of Attorney or similar authority whereby the donee of the Power obtains the right to use possess occupy or enjoy the Premises or any part thereof or does in fact use possess occupy or enjoy the same.
- (d) The change of the Tenant's business name without the prior written consent of the Landlord which consent shall not be unreasonably withheld.

In the event of any breach of this clause by the Tenant this Agreement shall at the Landlord's unilateral option absolutely determine and the Tenant shall forthwith vacate the Premises on receiving notice to that effect from the Landlord.

Not to make
alterations
additions

- 2. (a) Not without the previous written consent (which consent shall not be unreasonably withheld) of the Landlord which may be granted, or withheld or granted subject to conditions at its absolute discretion to
 - (i) erect or install or alter or permit or suffer to be erected, installed or altered any fixtures, partitions, doors, gates, metal grilles, shutters or other erection or installation whatsoever whether of a temporary or permanent nature in the Premises or in or at the doorway or entrance thereto
 - (ii) make or permit or suffer to be made any external or structural alteration in or addition whatsoever to the Building
 - (iii) cut, maim, injure, drill into, mark or deface or permit or suffer to be cut, maimed, injured, drilled into, marked or defaced any walls, curtain walls, beams, structural members, doors, windows, or any part of the fabric of, or the fixtures and fittings in,

the Building

- (iv) make or permit or suffer to be made any alterations to the existing design or external appearance of the facade or elevations of the Building
- (v) erect or build or permit or suffer to be erected or built on or upon the Main Roof or Flat Roofs or any part thereof of the Building any structure whatsoever whether of a temporary or permanent nature
- (vi) install or erect or permit or suffer to be installed or erected any air-conditioning units or plant or any radio or television aerial, exhaust fan or air grilles or any other fixture whatsoever on or upon or through the windows or through or on the external walls of the Building
- (vii) lay or use or permit or suffer to be laid or used any floor covering or do or permit or suffer to be done any act or thing which may damage or penetrate the existing floor screed or slabs of the Building
- (viii) make or permit or suffer to be made any alterations to any installation or fixture so as to affect or be likely to affect the supply of water, electricity or other utility or service to the Building
- (ix) make or permit or suffer to be made any alterations to the sprinkler system or to any other fire protection or fire fighting system, equipment or apparatus or to any security system, equipment or apparatus
- (x) make or permit or suffer to be made any alterations in or additions to the mechanical or electrical installations in the Premises nor to install or permit or suffer to be installed any equipment, apparatus or machinery which exceeds the loading of the

electrical main or wiring or which consumes electricity not metered through the Tenant's separate meter.

- (b) Any work hereunder for which the Landlord's written consent shall have been first had and obtained shall in all respects fully comply with the Buildings Ordinance and any Regulations thereunder and in carrying out such work the Tenant shall and shall cause its servants, employees, agents, contractors and workmen to cooperate fully with the Landlord and its authorised representative and all servants, employees, agents, contractors and workmen of either of them and with other owners, tenants or contractors carrying out any work in the Building. The Tenant, its servants, employees, agents, contractors and workmen shall obey and comply with all instructions and directions which may be given by the Landlord and its authorized representative in connection with the carrying out of such work.
- (c) In carrying out any work to the mechanical and electrical installations and/or wiring and/or the sprinkler system and/or the other fire protection and fire fighting systems, equipment and apparatus and/or the security system, equipment and apparatus the Tenant shall use only a qualified or licensed contractor approved in writing for the purpose by the Landlord, such approval shall not be unreasonably withheld.
- (d) The Tenant shall if required by the Landlord pay on demand all costs charges and expenses (including legal costs and fees payable to architects, engineers and surveyors) which may be reasonably incurred by the Landlord in connection with any licence or consent required by these provisions.

Not to damage
Common Parts

3. Not to damage, injure or deface or permit or suffer to be damaged, injured or defaced any part of the structure, fabric or decorative features of the Building.

Not to vitiate
insurance

4. Not to do or permit or suffer to be done anything whereby any insurance of the Premises or the Building or any part thereof may be rendered void or voidable or whereby the premium for any such insurance may be liable to be increased and to indemnify the

Landlord against any increased or additional premium which by reason of the Tenant's act or default may be required for effecting or keeping up such insurance and in the event of the Premises or the Building or any part or parts thereof being damaged or destroyed by fire or other insurable cause at any time and the insurance money under any insurance against fire or other such cause effected thereon being wholly or partially irrecoverable by reason solely or in part of the Tenant's act or default then and in every such case to forthwith pay to the Landlord the whole or (as the case may require) a fair proportion of the cost of completely rebuilding or reinstating the same.

Not to breach Government Lease	5.	Not to do or permit or suffer to be done any act, deed, matter or thing whatsoever which amounts to a breach of any of the terms, conditions and covenants under which the Building and the land on which it is erected are held from the Government and the Tenant shall keep the Landlord fully indemnified against any such breach.
User restrictions	6.	Not to use or permit or suffer to be used the Premises or any part thereof for any illegal or immoral purposes.
Not to store unauthorised goods	7.	Not to store in the Premises or any part thereof any goods save goods of a type or description as are permitted to be stored therein by the Fire Services Department, Food and Environmental Hygiene Department, Leisure and Cultural Services Department or other competent authority or such quantity of goods necessary for the Tenant's business and to fully indemnify the Landlord against all actions, costs, claims and demands in respect of any breach or non-observance thereof of this provision.
Not to install furnaces or create smoke	8.	Not without the previous written consent of the Landlord and the appropriate Governmental authority first had and obtained to install or use or permit or suffer to be installed or used any machinery, extract fan, furnace, boiler or other plant or equipment or any fuel or method or process of manufacture or treatment which might in any circumstances result in the discharge or emission, whether aerial or otherwise, of any noxious, harmful or corrosive matter, whether it be in the form of gas, smoke, liquids or solids or otherwise.

Not to discharge effluent	9.	Not without the previous written consent of the Landlord and the appropriate Governmental authority first had and obtained to discharge or cause or permit or suffer to be discharged into the sea, public sewer, stormwater drains, channel or streamcourse any trade effluent or foul or contaminated water or cooling water.
Not to cause excessive noise or vibration	10.	Not to do or permit or suffer to be done anything in the Premises or any part thereof whereby excessive noise, vibration, resonance or other form of disturbance is created to the detriment of the Building or other manufacturing processes or other persons in or outside the Building provided that the determination of the Landlord as to whether any such noise, vibration or resonance or other form or disturbance is excessive shall be conclusive and in making such determination the Landlord may recommend measures to minimize such noise, vibration or resonance and in this event the Tenant shall take steps to comply with any such recommendations; and provided further that in the event of a breach hereof the Tenant shall make good any damage caused thereby to the Building or any part or parts thereof or to the manufacturing processes therein or to the occupants thereof; and provided further that the making good of such damage as aforesaid shall be without prejudice to any further right available to the Landlord by virtue of such breach.
Not to keep animals	11.	Not to keep or permit or suffer to be kept any animals or pets inside the Building and at the Tenant's expense to take all such steps and precautions as shall be required by the Landlord to prevent the Premises or any part thereof from becoming infested by termites, roaches, rats, mice or any other pests or vermin. The Tenant shall employ at the Tenant's own expense such pest extermination contractors as the Landlord may nominate or approve in writing and at such intervals as the Landlord may reasonably require.
Not to cause odours	12.	Not to cause or permit or suffer any odours or noxious smells which shall in the sole opinion of the Landlord be offensive or unusual to be produced upon permeate through or emanate from the Premises. If it is found that the business of the Tenant shall emit obnoxious smell or such other offensive nuisance to other occupiers of the Building, to discontinue such activity upon notice being given by the manager of the Building and/or the Landlord.
Not to cause nuisance	13.	Not to produce or permit or suffer to be produced any noise (including sound produced by apparatus capable of producing, reproducing, receiving or recording sound) or do or permit or suffer to be done any act or thing which may be or become a nuisance to other occupants of the Building.

Not to display signs 14.

Not to paint, affix, exhibit or display or permit or suffer to be painted, affixed, exhibited or displayed outside the Premises or any part thereof and/or any of the entrances, lobbies, staircases, landings, corridors, passages, lifts, loading and unloading areas, driveways and other Common Parts any signboard, sign, decoration, advertising matter or other device whether illuminated or not which may be visible either internally or externally from outside the Premises save with the Landlord's written consent.

Not to obstruct passages etc. 15.

- (a) Not to use or cause or permit or suffer the use of any of the entrances, lobbies, staircases, landings, corridors, passages, lifts, loading and unloading areas, driveways and other Common Parts for the purpose of drying laundry or hanging or placing or storing any article or thing thereon or therein and not to permit the Tenant's employees to use the same for loitering or eating;
- (b) Not to encumber or obstruct or permit or suffer to be encumbered or obstructed with any boxes, dust bins, packaging goods, rubbish, chattels or other obstruction of any kind or nature any of the entrances, lobbies, staircases, landings, corridors, passages, lifts, loading and unloading areas, driveways and other Common Parts and the Landlord and its authorised representative shall be entitled without notice and at the Tenant's expense to remove and dispose of as they see fit any such material aforesaid and the Landlord and its authorised representative shall not thereby incur any liability to the Tenant or any other person whomsoever and the Tenant hereby agrees to keep them indemnified against all losses claims damages or expenses in respect thereof.

Not to lay wiring or cables in Common Parts 16.

Not to lay, install, affix or attach or permit or suffer to be laid, installed, affixed or attached any wiring cables or other article or thing in or upon any of the entrances, lobbies, staircases, landings, corridors, passages, lifts, loading and unloading areas, driveways and other Common Parts other than within the trunkings specifically provided for that purpose the routing of the said trunkings to be approved in writing by the Landlord.

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| Not to interfere with fire protection or security systems | 17. | Not to do or permit or suffer to be done any act or thing which will damage or interfere with or affect the operating of the sprinkler system or any other fire protection or fire fighting systems equipment or apparatus or any security system, equipment or apparatus or any part or parts thereof and to keep the Landlord fully indemnified against all loss, damages, claims and demands as a result of any act or thing done or permitted or suffered to be done by the Tenant as aforesaid. |
| Not to alter sprinkler system | 18. | Not to make any alteration to the sprinkler system or to any other fire protection or fire fighting system, equipment or apparatus or permit or suffer to be done anything to such systems, equipment or apparatus which would constitute a breach of the laws, by-laws or regulations of the Fire Services Department or other competent authority concerned. If any extension of the sprinkler system and/or alterations to the other fire protection or fire fighting systems, equipment or apparatus is required by the Tenant then such works, subject to the prior approval of the Landlord, shall be carried out by a qualified or licensed contractor approved by the Landlord at the expense of the Tenant and in such manner as the Landlord shall in its absolute discretion think fit PROVIDED THAT such approval shall not be unreasonably withheld. |
| Not to obstruct sprinklers | 19. | Not to store or permit or suffer to be stored goods or machinery in the Premises or any part thereof in such a way that the clearance between the sprinkler heads and the top of the stored goods or machinery is less than 0.5 meters nor, without prejudice to the generality of the foregoing, in the case of high piled combustible stock, less than 1.5 meters, and not to store goods or machinery in such a manner as to leave inadequate passageways between rows of goods or machinery. |
| Not to alter smoke lobby doors | 20. | Not to alter the position of any smoke lobby doors of the Building or to make any other alterations or additions to such doors and to ensure that all smoke doors are kept closed at all times. |
| Not to obstruct fire exits | 21. | Not to erect, affix, install or attach or permit or suffer to be erected, affixed, installed or attached in or on or at the door or doors or entrance or entrances or any staircase or in or on or at any of the fire exits from |

the Premises or from the Building any metal grille or shutter or gate that might in any way contravene the regulations from time to time in force of the Fire Services Department or other competent authority concerned, nor in any other respect to contravene the said regulations.

Not to obstruct driveways	22.	Not to park in, obstruct or otherwise use or permit or suffer any servant, employee, agent or licensee of the Tenant to park in, obstruct or otherwise use those areas of the Building allocated to the parking, movement or access of vehicles or designated as loading and unloading areas nor to use the same otherwise than in accordance with the Building Rules.
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Not to repair vehicles or fill tanks	23.	Not to do or permit or suffer to be done any repair or maintenance work on any motor vehicle nor to fill or permit or suffer to be filled any tanks of any motor vehicle in any parking space, loading and unloading area, driveways or any other part of the Building and to observe and perform all the Building Rules with regard to the general use and traffic circulation in the said parking spaces, loading and unloading areas and driveways.
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Not to misuse lavatories	24.	Not to use or permit or suffer to be used the lavatory facilities Provided by the Landlord in the premises or in the Common Parts for any purpose other than that for which they are intended and not to throw or permit or suffer to be thrown into any W.C. pan, urinal, basin, sink or other lavatory fitting any foreign or deleterious substance of any kind and to pay to the Landlord on demand the cost of any breakage, blockage or damage resulting from a breach of this provision.
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Not to overload lifts	25.	Not to load or permit or suffer to be loaded into any cargo lift in the Building a weight greater than such lift is designed or permitted to carry and not to use the passenger lifts for the carriage of goods and to be wholly responsible for any damage caused by any breach of this provision.
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Not to overload floors	26.	(a) Not to place or permit or suffer to be placed on any part of the floors of the Building any machinery, goods or merchandise which may cause the maximum floor loading capacity thereof (as specified on such floor) to be exceeded and in the event of breach of this covenant the Tenant shall make good any damage caused
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thereby to that part of the Building or any fixtures and fittings therein; provided that the making good of such damage as aforesaid shall be without prejudice to any further right competent to the Landlord by virtue of such breach.

- (b) Without prejudice to the generality of the foregoing not to place or permit or suffer to be placed any safes or heavy equipment in the Premises without the prior written consent of the Landlord first had and obtained and in granting such consent the Landlord may in its absolute discretion prescribe the maximum weight and permitted location of such safes or heavy equipment and require that the same stand on supports of such dimensions and material to distribute the weight as the Landlord may deem necessary.

Not to overload electrical wiring	27.	Not to overload or permit or suffer to be overloaded the electrical circuits within the Building nor to install or use or permit or suffer to be installed or used any equipment, apparatus or machinery which exceeds the loading of the electrical main or wiring.
Not to discharge waste/refuse	28.	Not to dispose of or discharge or permit or suffer to be disposed of or discharged any waste, refuse, garbage or rubbish in any part or parts of the Building other than that part or parts of the Building specially designated for the purpose and only in the manner as specified or approved by the Landlord.
Use of common parts	29.	Not to use the Common Parts except in accordance with the directions of the Landlord or its authorised representative or the Building Rules.
Not to tout for business	30.	Not to conduct or permit or suffer any touting or soliciting for business outside the Premises or anywhere inside the Building.
Not to use building	31.	Not without the previous written consent of the Landlord to use or name permit or suffer to be used the name or logo or any part of the name or logo of the Building, or any picture representation or likeness thereof, or any picture, representation or likeness of the whole or any part of the Building in connection with the business or operations of the Tenant or for any purpose whatsoever other than to indicate the address and place of business of the Tenant.

SECTION E
LANDLORD'S OBLIGATIONS

The Landlord hereby agrees with the Tenant as follows :-

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| Quiet enjoyment | 1. That the Tenant paying the rent and other charges on the days and in the manner hereinbefore provided for payment of the same and observing and performing the agreements stipulations and conditions herein contained and on the Tenant's part to be observed and performed may peaceably hold and enjoy the Premises during the Term without any interruption by the Landlord or any person lawfully claiming under or in trust for the Landlord. |
| Property Tax | 2. To pay the Property Tax in respect of the Premises. |
| Structural Part | 3. To keep all structural parts of the Premises in a clean, substantial repair condition and to maintain the same at the expenses of the Landlord. |

SECTION F
EXCLUSIONS

The Landlord and the Tenant hereby agree as follows :-

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| Exclusions | 1. The Landlord shall not be liable (in circumstances where and/or to the extent such liability is not covered by any insurance policy) to the Tenant or any other person whomsoever : -

(a) in respect of any loss or damage to person or property sustained by the Tenant or any other person caused by or through or in any way owing to :- |
| Common Services and Facilities | (i) any defect in, or failure or breakdown of any of the lift services, Common Services and Facilities of the Building for any reason whatsoever including negligent or wrongful acts or omissions by independent contractors, or |
| Utilities | (ii) any failure, malfunction or suspension of the supply of water, electricity or other utility or service to the Building and lift services for any reason whatsoever, or |
| Fire | (iii) fire, or |

Over-flow of water	(iv) flooding or the overflow or leakage of water from anywhere within the Building or the influx of rain water or sea water into the Building, or
Pests and vermin	(v) the activity of termites, roaches, rats, mice or other pests or vermin in the Building, or
Act of other parties	(vi) the act of other parties (whether they are occupier of the Building or not) which is outside the control of the Landlord.
Security	(b) for the security or safekeeping of the Building or any person or contents therein.

nor shall the rent or other charges payable hereunder or any part thereof abate or cease to be payable on account thereof (subject however to the provisions of Section G hereof).

No duty for the Landlord to insure	2. Nothing in this Section shall be construed as imposing on the Landlord any duty to insure against any of the above liabilities.
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SECTION G ABATEMENT OF RENT

Abatement	<p>If the Premises or any part thereof shall be rendered inaccessible or destroyed or so damaged by fire typhoon Act of God Force Majeure closure order of the Government Authorities or other cause beyond the control of the Landlord and not attributable directly or indirectly to any act or default of the Tenant as to be rendered unfit for use and occupation or inaccessible the rent hereby agreed to be paid or a part thereof proportionate to the damage sustained shall cease to be payable until the Premises shall have been reinstated or rendered accessible Provided Always that the Landlord shall be under no obligation to repair or reinstate the Premises if in its opinion it is not reasonably economical or practicable so to do and Provided Further that if the whole or substantially the whole of the Premises shall have been destroyed or rendered unfit for use and occupation and shall not have been repaired and reinstated or if the Premises shall not have been rendered accessible within four months of the date when they were damaged, destroyed, closed or rendered inaccessible, then either party shall be entitled at any time before the same are so repaired and reinstated or rendered accessible to terminate this Agreement by notice in writing to the other.</p>
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SECTION H
DEFAULT, ETC.

It is hereby further expressly agreed and declared as follows :-

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| Default | 1. | If the rent or any part thereof shall be unpaid for fourteen (14) days after the same shall become payable (whether legally or formally demanded or not) or if the Tenant shall fail or neglect to observe or perform any of the agreements stipulations or conditions herein contained and on the part of the Tenant to be observed and performed or if the Tenant shall become bankrupt or being a corporation shall go into liquidation (save for the purposes of reconstruction or amalgamation) or if any petition shall be filed for the winding up of the Tenant or if the Tenant shall otherwise become insolvent or make any composition or arrangement with creditors or shall suffer any execution to be levied on the Premises or otherwise on the Tenant's goods then and in any such case it shall be lawful for the Landlord at any time thereafter to re-enter on the Premises or any part thereof in the name of the whole whereupon this Agreement shall absolutely cease and determine but without prejudice to any right of action by the Landlord in respect of any outstanding breach or non-observance or non-performance of any of the agreements stipulations and conditions herein contained and on the Tenant's part to be observed and performed and to the Landlord's right to deduct all loss and damage thereby incurred from the deposit paid by the Tenant in accordance with Section I hereof and without prejudice to the Landlord's right of forfeiture thereof. The Tenant acknowledges that payment of the rent is essence of this Agreement. |
| Exercise of right | 2. | A written notice served by the Landlord on the Tenant in manner hereinafter mentioned to the effect that the Landlord thereby exercises the power of re-entry herein contained shall be a full and sufficient exercise of such power without physical entry on the part of the Landlord. |
| Acceptance of rent | 3. | Acceptance of rent by the Landlord shall not be deemed to operate as a waiver by the Landlord of any right to proceed against the Tenant in respect of any breach non-observance or non-performance by the |

Tenant of any of the agreements stipulations and conditions herein contained and on the Tenant's part to be observed and performed.

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| Distrain | 4. | For the purposes of distress for rent and of Part III of the Landlord and Tenant (Consolidation) Ordinance (Cap.7) or any statutory modification or re-enactment thereof for the time being in force and of these presents the rent payable in respect of the Premises shall be and be deemed to be in arrears if not paid in advance at the times and in manner hereinbefore provided for payment thereof. |
| Other arrears | 5. | The Landlord shall have the right for distress for arrears of Government Rates, Government Rent and/or management fee (other than for distress for rent) notwithstanding any rule of law or equity to the contrary, and for the purpose of distress, any outstanding Government Rates, Government Rent and/or management fee and/or other charges shall be deemed to be arrears of rent. |
| Defaults by others | 6. | The acts and defaults or omission of any servants agents workmen visitors employees permittees or licensees of the Tenant shall be deemed the acts and defaults or omission of the Tenant for all intents and purposes. |
| Occupiers liabilities | 7. | For the purpose of the Occupiers Liability Ordinance (Cap.314) the Tenant shall be deemed for all intents and purposes the occupiers of the Premises including all parts intended for the Tenant's use in common with others. |

SECTION I

DEPOSIT

Deposit

1. The Tenant shall on the signing hereof and before it shall be entitled to possession of the Premises at the commencement of the Term deposit with the Landlord the sum specified in Part 6 of the First Schedule hereto to secure the due observance and performance by the Tenant of the agreements stipulations and conditions herein contained and on the Tenant's part to be observed and performed. The said deposit shall be retained by the Landlord throughout the said Term free of any interest to the Tenant and in the event of any breach or non-observance or non-performance by the Tenant of any of the agreements stipulations or conditions aforesaid the Landlord shall be entitled to terminate this Agreement and to forfeit the said deposit absolutely but without prejudice to the Landlord's right to claim from the Tenant damages or monetary loss which the Landlord may incur as a result of such non-observance or non-performance by the Tenant. Notwithstanding the foregoing, the Landlord may in any such event at its option elect not to terminate this Agreement and to forfeit the said deposit but to deduct therefrom the amount of any monetary loss incurred by the Landlord in consequence of the breach, non-observance or non-performance by the Tenant in which event the Tenant shall as a condition precedent to the continuation of the tenancy deposit with the Landlord the amount so deducted and if the Tenant shall fail so to do, the Landlord shall forthwith be entitled to re-enter on the said premises and to determine this Agreement, forfeit the said deposit and claim further loss and damages as hereinbefore provided.

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| Repayment of deposit | 2. | Subject as aforesaid the said deposit shall be refunded to the Tenant by the Landlord without interest within thirty (30) days after the expiration of this Agreement and the delivery of vacant possession to the Landlord or within thirty days of the settlement of the last outstanding claim by the Landlord against the Tenant in respect of any breach non-observance or non-performance of any of the agreements stipulations or conditions herein contained and on the part of the Tenant to be observed and performed whichever is the later. |
| Deposit not to be treated as rent | 3. | In no event shall the Tenant be entitled to treat payment of the said deposit as payment of the rent hereby reserved. |

SECTION J

INTERPRETATION AND MISCELLANEOUS

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| Marginal notes headings and index | 1. | The marginal notes headings and index are intended for guidance only and do not form part of this Agreement nor shall any of the provisions of this Agreement be construed or interpreted by reference thereto or in any way affected or limited thereby. |
| Genders and Plurals | 2. | In these presents (if the context permits or requires) 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 the neuter gender and words importing persons shall include corporations. |
| Definitions of Common Parts and Common Services and Facilities | 3. | <div style="margin-left: 20px;">(a) The Common Parts referred to in this Agreement shall include the following :</div> <div style="margin-left: 40px;">(i) The entrances, lobbies, staircases, landings, corridors, passages, lift shafts, loading and unloading areas, parking spaces, driveways, machine rooms, pump rooms, plant and equipment rooms, store rooms and other parts of the Building the exclusive use, occupation and enjoyment of which has not been separately alienated.</div> |

(ii) The management office and any other space in the Building used for office or other accommodation of watchmen or caretakers or other staff employed in or for the benefit of the Building.

(b) The Common Services and Facilities referred to in this Agreement shall include sewers, gutters, drains, watercourses, wells, pipes, ducts, pumps, tanks, sanitary fittings, wires, cables, electrical installations fittings equipment and apparatus, fire protection and fire fighting systems equipment and apparatus, security systems equipment and apparatus, refuse disposal equipment, lifts, air-conditioners, fans; and any other installations, systems, plant, equipment, apparatus, fittings, services and facilities used or installed in or for the benefit of the Building as part of the amenities thereof and not for the benefit of any individual occupier for his own use or purposes.

Condonation not a
waiver

4. No condoning excusing or overlooking by the Landlord of any default breach or non-observance or non-performance by the Tenant at any time or times of any of the Tenant's obligations herein contained shall operate as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default breach or non-observance or non-performance or so as to defeat or affect in any way the rights and remedies of the Landlord hereunder in respect of any such continuing or subsequent default or breach and no waiver by the Landlord shall be inferred from or implied by anything done or omitted by the Landlord unless expressed in writing and signed by the Landlord. Any consent given by the Landlord shall operate as a consent only for the particular matter to which it relates and in no way shall be considered as a waiver or release of any of the provisions hereof nor shall it be construed as dispensing with the necessity of obtaining the specific written consent of the Landlord in the future unless expressly so provided.

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| Service of notices | 5. | Any notice required to be served hereunder shall if to be served on the Tenant be sufficiently served if addressed to the Tenant and sent by registered post to or delivered at or left at the Premises or the Tenant's last known place of business or registered address or residence in Hong Kong and, if to be served on the Landlord shall be sufficiently served if addressed to the Landlord or such other persons as may be notified in writing to the Tenant and sent by registered post to or delivered at the registered office of the Landlord or any other address which the Landlord may notify to the Tenant from time to time. |
| No fine | 6. | The Tenant acknowledges that no fine premium key money or other consideration has been paid by the Tenant to the Landlord for the grant of this tenancy. |
| Exclusion of warranties | 7. | This Agreement sets out the full agreement reached between the parties and no other representations have been made or warranties given relating to the Landlord or the Tenant or the Building or the Premises and if any such representation or warranty has been made given or implied the same is hereby waived. |
| Stamp duty and costs | 8. | Each party shall pay its own legal costs of and incidental to the preparation and completion of this Agreement and the stamp duty payable in respect of this Tenancy Agreement shall be borne by the Landlord and the Tenant in equal shares. Further, the Tenant acknowledges and agrees that Messrs. Joseph C.T. Lee & Co., Solicitors ("JCTL") is engaged by the Landlord in preparing and completing this Agreement, and JCTL shall be at liberty to act for the Landlord in any enforcement action against the Tenant. |
| Costs on default, etc. | 9. | All costs and expenses incurred by the Landlord in demanding the rent and other charges and in enforcing the Landlord's rights and/or remedies or in attempting to do so shall be repaid by the Tenant on a full indemnity basis and all legal costs and expenses |

incurred by the Landlord in taking any legal action or proceeding against the Tenant as a result of the Tenant failing to pay the rent or other charges hereby reserved or failing to perform or observe any of the agreements stipulations and conditions herein contained and on the Tenant's part to be performed or observed shall be repaid by the Tenant on a solicitor and own client basis and shall be recoverable from him as a debt.

Subject to
mortgagee's
consent

10. This Agreement shall be subject to the obtaining of the consent of the mortgagee(s), if any, to its being entered into by the parties hereto, should the Landlord fail or unable to obtain the consent, this Agreement shall become null and void, all and the deposit paid hereunder by the Tenant to the Landlord shall be returned to the Tenant but without interest and the Tenant shall immediately vacate the Premises and deliver up vacant possession thereof to the Landlord but the Landlord may deduct therefrom and/or alternatively claim from the Tenant any amount for damage sustained in respect of the breach by the Tenant hereunder.

Supersedence

11. 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. It is hereby further agreed and declared that no warranties or representations express or implied or any kind other than those set out herein (if any) are or have been made or given relating to the Premises or the user thereof prior to the signing hereof and if any such warranties or representations express or implied has been made, the same is withdrawn or deemed to have been withdrawn immediately before the signing of this Agreement.

"As is" basis and no
warranty, etc.

12. The Premises is and will be leased on an "as is" basis AND the Tenant hereby acknowledges and declares that it has duly inspected the Premises and is fully satisfied with and accepts in all respects the existing physical state, condition and finishes of the Premises and the fixtures, fittings and furniture (if any)

therein AND the Landlord does not represent or warrant that the Premises are suitable for the use or purposes specified in Part 8 of the First Schedule hereto or for any purposes whatsoever and the Tenant shall satisfy himself or shall be deemed to have satisfied himself that they are suitable for the purpose for which they are to be used and the Tenant hereby agrees that the Tenant will at its own expense apply for any requisite licence or licences permit or permits from all Government or Public Authorities in respect of the carrying on of the Tenant's trade or business therein and shall execute and comply with all Ordinances, Regulations, Orders, Notices or Rules made by all competent Government or Public Authorities in connection with the conduct of such trade and business by the Tenant in the Premises AND the Tenant hereby further agrees to indemnify the Landlord in respect of any breach by the Tenant of this Clause.

Assignment of
ownership

13. In the event of the Landlord assigning the ownership of the Premises to any person or corporation ("the New Owner") prior to the termination of the said Term the Tenant hereby irrevocably authorises the Landlord to transfer the said deposit paid by the Tenant hereunder (less any deduction which the Landlord may make according to the terms of this Agreement) to the New Owner and in that event the Tenant shall waive all claims against the Landlord for the refund of the said deposit and the Landlord shall be fully released and discharged from its obligation to repay the said deposit or any part thereof to the Tenant whether under this Agreement or otherwise but nothing herein provided shall prejudice or affect the right of the Tenant to claim against the New Owner for refund of the same AND a written notice sent by the Landlord or the Landlord's solicitors by ordinary post to the Tenant to the address stated herein notifying the change of ownership of the Premises shall be conclusive evidence that the said deposit has been transferred to the New Owner unless the contrary intention is expressed in the said notice.

Emergency

14. It is hereby reserved to the Landlord and all other persons at any

time authorised by the Landlord or otherwise so entitled full right and liberty at all times without the necessity of obtaining consent and without compensation to enter upon and/ or pass through the Premises for the purpose of access to and aggr ess from any part of the Building (including without prejudice to the generality thereof the roof plant rooms and meter rooms ducts shafts and light wells) to which access cannot be readily obtained without entry upon the Premises and to enter upon and be in the said premises for the purpose of carrying out any inspection repairs or maintenance of or other necessary works to any services installations or facilities upon over in through or under the Premises and serving other premises within the Building where such work cannot reasonably be carried out from outside the Premises, the persons exercising such right causing as little inconvenience as reasonably practicable and making good all damage thereby occasioned to the said premises or anything thereon.

Confidentiality

15. The Landlord and the Tenant agrees that all terms under this Agreement and all the information obtained from them are confidential. Such information and the existence of such information shall not be disclosed to any third party other than as required by law or for the purpose of the performance of obligations and liabilities as required by applicable laws and regulations. The Landlord and the Tenant agrees that the confidential information shall not be used for any purpose other than in relation to the signing of this Agreement.

Redevelopment,
etc.

16. If at any time during the said term and the Landlord shall resolve to sell or to demolish or to redevelop or to rebuild or to refurbish the Premises or the Building or any part thereof of which the Premises form part (which resolve shall be conclusively evidenced by a copy of a Resolution of the Landlord's directors certified to be a true and correct copy by its secretary and/or solicitors) the Landlord shall be entitled to give not less than six calendar months' notice in writing during the said Term terminating this Agreement and immediately upon the expiration of such notice this Agreement and everything

herein contained shall cease and be void without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim or breach of any of the agreements or stipulations herein set out. The Tenant shall not have any claim against the Landlord for any loss, compensation, damage, costs or expenses arising from or in connection with the Landlord's decision to sell or to demolish or to redevelop or to rebuild or to refurbish the Premises or the Building or any part thereof of which the Premises form part. The Tenant hereby acknowledges that no representations or warranties have been made or given in relation to the likelihood of sale or demolition or rebuild or redevelopment or refurbishment of the Premises or the Building or any part thereof or which the Premises form part AND the Tenant also hereby acknowledges that no representations or warranties have been made or given to the effect that the Landlord will not sell or demolish or rebuild or redevelop or refurbish the Premises or the Building or any part thereof on which the Premises form part and if any such representations or warranties have been made, given or implied, the same is hereby waived.

Third Parties'
Rights

17. Except as otherwise provided in this Agreement or where a right or remedy of a third party already exists or its available apart from the Contracts (Rights of Third Parties) Ordinance, a person who is not a party to this Agreement shall have no rights under the said Ordinance to enforce or enjoy the benefit of any provision of this Agreement.

THE FIRST SCHEDULE HEREINBEFORE REFERRED TO

PART 1

Landlord	SINOFORTUNE PROPERTY LIMITED (華億地產有限公司) (Business Registration No.53216030) whose registered office is situate at 16 th Floor, CMA Building, Nos.64-66 Connaught Road Central, Hong Kong.
Tenant	SINOFORTUNE FINANCIAL HOLDINGS LIMITED (華億金控集團有限公司) (Business Registration No.31912888) whose principal place of business in Hong Kong is situate at 16 th Floor, CMA Building, Nos.64-66 Connaught Road Central, Hong Kong.

PART 2

Premises	ALL THAT SIXTEENTH FLOOR (including LAVATORY A and LAVATORY B appurtenant thereto), C.M.A. Building, No.64 Connaught Road Central and No.133 Des Voeux Road Central, Hong Kong erected and standing on MARINE LOT No.324, MARINE LOT No.391, MARINE LOT No.392 and INLAND LOT No.2203.
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PART 3

Term	TWO (2) years commencing on the [] day of [] 2025 and expiring on the [] day of [] 2027 (both days inclusive) (in this Agreement called the "Term").
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PART 4

Rent	HONG KONG DOLLARS ONE HUNDRED AND THIRTY THOUSAND ONLY (HK\$130,000.00) (exclusive of Government Rent, Government Rates, management fee and other outgoings) payable monthly in advance on the 1 st day of each month without deduction and the first of such payment to be made on the signing of this Agreement.
Commencement date	the [] day of [] 2025

PART 5

Management Fee : HONG KONG DOLLARS [] ONLY (HK\$[]) per month subject to review from time to time as shall be reasonably determined by such appropriate management body or corporation payable monthly in advance on the 1st day of each month without deduction and the first of such payment to be made on the signing of this Agreement.

Government Rent and Rates : HONG KONG DOLLARS [] ONLY (HK\$[]) per quarter subject to review by the Government and/or competent authority from time to time payable quarterly in advance.

PART 6

Deposit: HONG KONG DOLLARS THREE HUNDRED AND NINETY THOUSAND ONLY (HK\$390,000.00) being three (3) months' rent.

PART 7

- (a) The Deposit (as part 6 of this First Schedule) of HK\$390,000.00 shall be paid by the Tenant to the Landlord upon signing of this Agreement; and
- (b) First payment of rent in the sum of HK\$130,000.00 shall be due and payable upon signing of this Agreement.

PART 8

User: The Premises shall not be used for any purpose other than a commercial use purpose provided that the same is not in breach of the Government Lease or other grant or grants under which the Building and the land on which it is erected are held from the Government.

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

SIGNED by)
for and on behalf of the Tenant)
in the presence of :-)

SIGNED by)
for and on behalf of the)
Landlord in the presence of :-)

RECEIVED the day and year)
first above written of and from)
the Tenant the sum of HONG)
KONG DOLLARS ONE)
HUNDRED AND THIRTY)
THOUSAND ONLY being the)
Monies referred to in Part 7(b))
of the First Schedule hereto.) HK\$130,000.00

RECEIVED the day and year)
first above written of and from)
the Tenant the sum of HONG)
KONG DOLLARS THREE)
HUNDRED AND NINETY)
THOUSAND ONLY being the)
said deposit expressed to be)
paid by the Tenant to the)
Landlord in Part 7(a) of the)
First Schedule hereto.) HK\$390,000.00

Dated the 18 day of August 2025.

SINOFORTUNE FINANCIAL HOLDINGS LIMITED
(華億金控集團有限公司)
(the "Vendor")

And

BEST PROPERTIES LIMITED
(優勢置業有限公司)
(the "Purchaser")

And

SINOFORTUNE PROPERTY LIMITED
(華億地產有限公司)
(the "Company")

**AGREEMENT FOR SALE AND PURCHASE
OF
SALE SHARE AND LOAN ADVANCE
IN RELATION TO
SINOFORTUNE PROPERTY LIMITED
(華億地產有限公司)**

Joseph C. T. Lee & Co., Solicitors
10th Floor, Euro Trade Centre,
21-23 Des Voeux Road Central,
Hong Kong

Ref.: JL78760/lyy