

Promissory Note

承付票

KEYBASE ASSETS LIMITED (COMPANY REGISTRATION NO. 1722030)

公司註冊號碼 1722030

PROMISSORY NOTE OF A PRINCIPAL AMOUNT OF HK\$32,309,523.81

金額為港幣 32,309,523.81 之承付票

issued by Keybase Assets Limited

由 KEYBASE ASSETS LIMITED 發出

(the "Promissory Note")

(本「承付票」)

THIS IS TO CERTIFY that Mr. Yau Chung Chor (邱忠楚), holder of Hong Kong Identity Card No. H124197(6), is the registered holder ("Noteholder") of the Promissory Note.

茲證明邱忠楚，香港身分證號碼 H124197(6) 持有人，為本承付票之註冊持有人（「持票人」）。

For the settlement of HK\$32,309,523.81, which is part of the consideration of the transaction contemplated under the sale and purchase agreement entered into among Keybase Assets Limited, Mr. Yau Chung Chor, and Suntec Construction & Engineering Limited regarding the acquisition of 100% equity interest in Suntec Construction & Engineering Limited, Keybase Assets Limited (Company Registration Number: 1722030), a company incorporated in British Virgin Islands with limited liability, hereby issue the Promissory Note with the principal amount of HK\$32,309,523.81 to the Noteholder with the benefit of and subject to the terms and conditions attached hereto which shall form an integral part of this Certificate ("Conditions").

Keybase Assets Limited (公司註冊編號：1722030) 為一間於英屬維爾京群島註冊成立之有限公司，謹此向持票人發行本金額為港幣 32,309,523.81 之承付票，以支付根據 Keybase Assets Limited、邱忠楚先生及順達建築工程有限公司訂立之買賣協議擬進行之收購順達建築工程有限公司 100% 股權交易之部分代價港幣 32,309,523.81，並受惠及受規限於所附帶條款及條件。而該條款及條件應構成本證明書之主體部分（「條款及條件」）。

This Certificate is governed by, and shall be construed in accordance with, the laws of the Hong Kong Special Administrative Region of The People's Republic of China.

本證明書受中華人民共和國香港特別行政區的法律管限，並按該法律解釋。

GIVEN under the seal of **Keybase Assets Limited** on the 15 January, 2025.

本證明書經 **Keybase Assets Limited** 在 2025 年 1 月 15 日蓋章

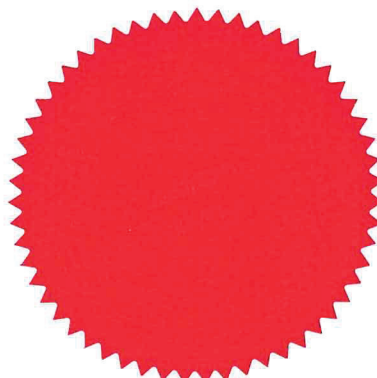
For and on behalf of
KEYBASE ASSETS LIMITED

x



Authorized Signature(s)

Keybase Assets Limited



TERMS AND CONDITIONS OF THE PROMISSORY NOTE

承付票之條款及條件

The Promissory Note shall be held subject to and with the benefit of the terms and conditions set out below and such terms and conditions shall be binding on the Company.

本承付票受限及受惠於下列條款及條件，而該條款及條件對公司具約束力。

Definitions 定義

“Banking Day(s)” a day (excluding Saturday) on which banks in Hong Kong are generally open for business;

銀行辦公日

香港銀行的一般營業日（星期六除外）；

“Issue Date” the date of issue of the Promissory Note, 15 January 2025;

發行日期

本承付票的發行日期，2025 年 1 月 15 日；

“Principal Amount” the principal amount of the Promissory Note, being HK\$32,309,523.81; and

本金額

本承付票的本金額為港幣 32,309,523.81；及

“Repayment Date” the date of repayment of the Principal Amount and any interests accrued thereon (if any), 15 January 2027

償還日期

本金額及任何在應付利息（如有）的償還日期為 2027 年 1 月 15 日。

1. INTEREST 利息

The Promissory Note shall bear no interest.

本承付票並不衍生任何利息。

2. PAYMENTS 付款

2.1 Payment of the Principal Amount shall become due on the Repayment Date.

本金額於償還日期到期。

2.2 Payment of the Principal Amount shall be made on the Repayment Date into such bank account in Hong Kong or in any other manner, as the Noteholder may notify Keybase Assets Limited in writing from time to time. All payments by Keybase Assets Limited shall be made in Hong Kong dollars in immediately available funds.

本金額應於償還日期被存入香港銀行戶口或以其他任何方式繳付，如持票人不時以書面通知 Keybase Assets Limited。所有以 Keybase Assets Limited 支付的款項應為可供即時使用的港幣。

2.3 If the due date for payment of any amount in respect of the Promissory Note is not a Banking Day, the Noteholder will be entitled to payment on the next following Banking Day in the same manner but shall not be entitled to any further or other payment in respect of any such delay.

若本承付票涉及的任何還款到期日並非銀行辦公日，持票人有權於下個銀行辦公日獲以同樣方式支付的還款，但持票人無權徵收因該延期而產生的進一步或其他還貸。

3. TRANSFERABILITY 可轉讓性

The Promissory Note may be transferred or assigned by the noteholder(s) to any persons (except for Connected Persons of Keybase Assets Limited) provided that the noteholder(s) shall serve a prior written notice to Keybase Assets Limited of not less than ten (10) Business Days.

承付票可由持票人轉讓或轉讓予任何人士（Keybase Assets Limited 關連人士除外），惟持票人須事先向 Keybase Assets Limited 發出不少於十（10）個營業日之書面通知。

4. EARLY REDEMPTION 提前贖回

The Promissory Note may be repaid in whole or in part by Keybase Assets Limited at its absolute discretion at any time prior to its maturity (i.e. 15 January 2027) without premium or penalty by Keybase Assets Limited giving the Noteholder not less than 3 Business Days' prior written notice specifying the amount to be so prepaid.

Keybase Assets Limited 可行使絕對酌情權，在承付票到期日（即 2027 年 1 月 15 日）前任何時間，向持票人發出不少於三個營業日的事先書面通知，列明預付金額，以償還全部或部分承付票，而無須支付溢價或罰款。

5. REPLACEMENT NOTE 補發承付票

If the Certificate is lost or mutilated, the Noteholder shall forthwith notify Keybase Assets Limited and a replacement Certificate shall be issued if the Noteholder provides Keybase Assets Limited with: (a) the mutilated Certificate or a declaration by the Noteholder or its officer that the Certificate had been lost or mutilated (as the case may be) or other evidence that the Certificate had been lost or mutilated and (b) an appropriate indemnity in such form and content as Keybase Assets Limited may reasonably require. Any Certificate replaced in accordance with this Condition shall forthwith be cancelled.

如本證明書被滅失或毀損，持票人應立即通知 Keybase Assets Limited。如持票人向 Keybase Assets Limited 提供：（甲）被毀損之證明書、或持票人或其人員就證明書已被滅失或毀損（視屬何情況而定）所作出之聲明、或其他證據以證明該證明書已被滅失或毀損；及（乙）Keybase Assets Limited 可合理地要求，適當形式及內容的彌償，則該證明書將被補發，

6. NOTICES 通知

Each notice, demand or other communication to be given or made under this Promissory Note shall be in writing and delivered or sent to the relevant party at its respective address or facsimile number set out below (or such other address or facsimile number as the addressee has by five (5) days' prior written notice specified to the other Party):

本承付票下所發出或作出的各項通知、要求或其他通訊應以書面方式表示及被交付或寄往相關各方下列之相應地址或傳真號碼（或其他由收件人於五日前事先通知另一方之地址或傳真號碼）：

To 致: Keybase Assets Limited

Registered Office Address 註冊辦事處地址:

Commence Chambers, P.O. Box 2208, Road Town, Tortola, British Virgin Islands

Fax 傳真號碼: 2111 0892

To the Noteholder 致持票人: Yau Chung Chor (邱忠楚)

Address 地址: Flat F, 2/F, Block 1, 121 Baker Street, Hunghom, Kowloon

Fax 傳真號碼: 2320 9278

Any notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered: (a) if given or made by letter, when actually delivered to the relevant address; and (b) if given or made by facsimile, when dispatched with confirmation of successful transmission (and if the deemed date of delivery is not a Banking Day, on the immediately following Banking Day).

任何致予有關方的通知、要求或其他通訊將當作為已送交：（甲）如以信件發出或作出，確實送抵相關地址之時；及（乙）若以傳真發出或作出，發送已被確認成功之時（假若發送日並非銀行辦公日，則為緊接其後的銀行辦公日）。

7. AMENDMENT 修訂

The terms and conditions of the Promissory Note may be varied, expanded or amended by agreement in writing between Keybase Assets Limited and the Noteholder.

本承付票的條款及條件可由 Keybase Assets Limited 及持票人以書面協議形式更改、擴張或修訂。

8. GOVERNING LAW AND JURISDICTION 管限法律及司法管轄權

The Promissory Note and the Conditions are governed by and shall be construed in accordance with the laws of Hong Kong and the Parties agree to submit to the exclusive jurisdiction of the courts of Hong Kong.

本承付票及其條款乃受香港的法律管限，及須據該法律解釋。締約方並同意受香港法院的獨有司法管轄權管轄。