

THIS AGREEMENT is made on the 27th day of December 2024.

BETWEEN:

- (1) **DIWANG INDUSTRIAL HOLDINGS LIMITED**, a company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 1950) and whose registered office is situated at Ogier Global (Cayman) Limited, 89 Nexus Way, Camana Bay Grand Cayman KY1-9009 Cayman Islands (the “**Vendor**”); and
- (2) **BLUEOCEAN INVESTMENT (GLOBAL) LTD**, a company incorporated under the laws of the British Virgin Islands (Company No. 2164287), whose registered office is situated at CCS Trustees Limited, Mandar House, 3rd Floor, Johnson’s Ghut, Tortola, British Virgin Islands (the “**Purchaser**”),
(the Vendor and the Purchaser are hereinafter collectively referred to as the “**Parties**” and individually as a “**Party**”).

RECITAL

WHEREAS:

- (A) Darkblue Investment Limited (the “**Company**”) is a company incorporated under the laws of the British Virgin Islands (Company No. 2005798) with limited liability. As at the date hereof, the Company has an issued capital of FIFTY THOUSAND (50,000) ordinary shares, which have been fully paid up. Particulars of the Company are set out in Schedule 1.
- (B) The Vendor is the sole registered and beneficial owner of the Sale Shares (as hereinafter defined), which constitute 25% of the issued share capital of the Company.
- (C) The Purchaser, in reliance of the Vendor’s Warranties (as hereinafter defined), has agreed to purchase and accept the transfer of the Sale Shares, and the Vendor, in reliance of the Purchaser’s Warranties (as hereinafter defined), has agreed to sell and transfer the Sale Shares upon the terms and conditions hereinafter mentioned.

AND NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 In this Agreement, unless otherwise expressed or required by context, the following expressions shall have the respective meanings set opposite thereto, as follows:

“Business Day”	means any day (other than a Saturday, a Sunday, a public holiday in Hong Kong or a day on which a Tropical Cyclone Warning
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	No.8 or above or a “Black Rainstorm Warning Signal” is hoisted in Hong Kong at any time between 9:30 a.m. and 5:00 p.m.) on which banks in Hong Kong are open for general banking business.
“Completion”	means completion of the sale and purchase of the Sale Shares, pursuant to this Agreement and in accordance with its terms.
“Completion Date”	means at or before 6:00 p.m. on or before 31 May 2025 or any other date (if any) as may be agreed between the Vendor and the Purchaser in writing in substitution therefor.
“Consideration”	has the meaning given to it in Clause 3.1.
“Encumbrance”	means any mortgage, charge, pledge, lien, assignments of rent/rental, assignment of insurance, hypothecation or other encumbrance, priority or security interest, deferred purchase, option, claim, title retention, leasing, sale-and-repurchase or sale-and-leaseback arrangement whatsoever over or in any property, assets or rights or whatsoever nature and includes any agreement for any of the same “ Encumber ” shall be construed accordingly.
“Government Authority”	means any federation, nation, state, sovereign or government, any federal, supranational, regional, provincial, state, local or municipal political subdivision, any governmental or administrative body, instrumentality, department or agency, or stock exchange or any court, administrative hearing body, arbitrator, commission or other similar dispute resolving panel or body, and any other entity exercising executive, legislative, judicial, regulatory or administrative functions of a government, in each case having competent jurisdiction.
“Hong Kong”	means the Hong Kong Special Administrative Region of the People’s Republic of China.
“Long Stop Date”	means 30 June 2025 or such other date as the parties may agree in writing.

“Purchaser’s Warranties”	means the Purchaser’s warranties set out in Clause 8.6.
“PRC”	the People’s Republic of China, excluding Taiwan, Hong Kong and Macau for the purpose of this Agreement
“RMB” or “Renminbi”	means Renminbi, the lawful currency of the People’s Republic of China.
“Sale Shares”	means 12,500 ordinary shares of US\$1.00 in the share capital of the Company, representing 25% of the entire issued share capital of the Company as at the date of this Agreement and on Completion, which are legally and beneficially owned by the Vendor and are to be sold and transferred to the Purchaser pursuant to the terms of this Agreement.
“Taxation”	means any liability to any form of taxation whenever created or imposed of the British Virgin Islands and without prejudice to the generality of the foregoing includes generally any tax, duty, impost, levy or rate or any amount payable to the Government Authority of the British Virgin Islands, and any related costs, interest, penalties, charges and expenses.
“US\$” or “US Dollars”	means United States Dollars, the lawful currency of the United States of America.
“Vendor’s Warranties”	means the Vendor’s warranties and undertakings set out in Clause 8.1, Clause 8.2, Clause 8.3, Clause 8.4, Clause 8.5 and Schedule 2.
“Zhejiang Sunlight”	Zhejiang Sunlight Material Technology Co., Ltd. (浙江深藍新材料科技有限公司), a company incorporated in the PRC and an indirect wholly owned subsidiary of the Company.

1.2 In this Agreement, unless the context otherwise requires:

(a) references to this Agreement or any other document are to this

Agreement or that document as in force for the time being and as varied, modified or supplemented in any manner from time to time;

- (b) references to “Recitals”, “Clauses”, “Annexure”, “Schedules” and “Sub-Divisions” of them are references to the recitals, clauses of, annexure to and schedules to, this Agreement and sub-divisions of them respectively;
- (c) references to any enactment include references to such enactment as re-enacted, amended or extended on or before the date of this Agreement and any subordinate legislation made from time to time under it;
- (d) references to a “person” include any individual, company, corporation, firm, partnership, joint venture, association, organization, institution, trust or agency, whether or not having a separate legal personality;
- (e) any reference to indemnifying any person against any circumstance includes indemnifying and holding that person harmless from all actions, claims, demands, and proceedings of any nature from time to time made against that person and all losses, damages, payments, awards, costs or expenses made, suffered or incurred by that person as a consequence of, or which would not have arisen but for, that circumstance;
- (f) headings are inserted for convenience only and shall be ignored in construing this Agreement; and
- (g) words importing the singular include the plural and vice versa, words importing a gender include every gender.

1.3 The recitals, schedules, appendices and annexures to this Agreement form part of it.

2. SALE AND PURCHASE OF THE SALE SHARES

2.1 On and subject to the terms of this Agreement, the Vendor, in reliance on the Purchaser’s Warranties, shall sell, and the Purchaser, in reliance on the Vendor’s Warranties, shall purchase, the Sale Shares, free from all Encumbrances and together with all rights and benefits attaching or accruing thereto including, in particular, the right to receive all dividends and distributions declared, made or paid on or after the Completion Date at the Consideration.

3. CONSIDERATION

3.1 The total consideration for the Sale Shares payable by the Purchaser shall be RMB20,840,000.00 (the “**Consideration**”), which was determined upon arm’s length negotiation between the Vendor and the Purchaser, after taking into account among others, (i) the financial and operational performance of the Company; and (ii) the valuation of 25% of the equity interest in Zhejiang

Sunlight at RMB20,840,000 as appraised by Peak Vision Appraisals Limited as at 31 October 2024 using the market approach. The Consideration shall be satisfied and paid by the Purchaser to the Vendor by transfer to the bank account under the name of the Vendor as designated by the Vendor.

3.2 The Consideration shall be payable in cash in accordance with the following manners:

- (i) the first installment in the sum of RMB10 million shall be payable within one month after the completion of the registration of the transfer of the Sale Shares to the Purchaser;
- (ii) the second installment in the sum of RMB5 million shall be payable on or before 31 March 2025; and
- (iii) the remaining shall be payable on or before 31 May 2025.

4. COMPLETION

4.1 Completion of the sale and purchase of the Sale Shares shall take place at the office of the Vendor at or before 6:00 p.m. on the Completion Date when all the following matters mentioned in Clause 4.2 shall be transacted (or at such other place, at such other time and/or on such other date as the Vendor and the Purchaser may agree).

4.2 On Completion,

- (a) the Vendor shall at its own costs and expenses deliver or cause to be delivered to the Purchaser or its nominee(s):
 - (i) the original instrument of transfer in respect of the transfer of the Sale Shares duly signed by the Vendor in favour of the Purchaser or its nominee(s).
- (b) The Vendor shall cause the passing of board resolutions of the Company approving the transfer of the Sale Shares and the entry of the Purchaser as the transferee and the holder of the Sale Shares in the register of members of the Company, and the issue of the share certificate for the Sale Shares in the name of the Purchaser.
- (c) The Purchaser shall at its own costs and expenses deliver or cause to be delivered to the Vendor or its nominee(s):
 - (i) the original instrument of transfer in respect of the transfer of the Sale Shares duly signed by the Purchaser or its nominee(s); and
 - (ii) the evidence of transfer of the Consideration for the Sale Shares payable by the Purchaser to the Vendor in accordance

with Clause 3.

4.3 If Completion does not take place on or before the Long Stop Date, then the provisions of this Agreement shall cease to have effect (so that no party shall have any liability under them) except for:

- (a) any rights or liabilities that have already accrued under this Agreement;
- (b) the provisions of Clause 1 (Definitions and interpretation), this Clause 4.3 and Clauses 12 (Costs and expenses), 13 (Severability), 14 (Entire agreement and variation), 15 (General provisions), 16 (Governing law and jurisdiction), 17 (Time of the essence), 18 (Confidentiality), 19 (Rights of third parties) and 20 (Counterparts).

5. DUE DILIGENCE REVIEW

5.1 The Purchaser has prior to the signing hereof carried out a due diligence review on the Company including but not limited to its assets, liabilities, contracts, commitments, business, financial, legal and taxation aspects and is satisfied in all respects with the results thereof.

6. CONDITIONS PRECEDENT

6.1 The sale and purchase of the Sale Shares is conditional on:

- (i) the Vendor's Warranties set out in Clause 8.1, Clause 8.2, Clause 8.3, Clause 8.4, Clause 8.5 and the Vendor's Warranties in Schedule 2 being true and accurate and not misleading at Completion; and
- (ii) the Purchaser's Warranties set out in Clause 8.6 being true and accurate and not misleading at Completion.

6.2 The Purchaser may waive the condition in Clause 6.1(i) (either in whole or in part) by giving written notice to the Vendor. The Vendor may waive the condition in Clause 6.1(ii) (either in whole or in part) by giving written notice to the Purchaser.

6.3 Each party shall use all reasonable endeavours to procure (so far as it is so able to procure) that each of the conditions set out in this Clause 6 is satisfied on or before the Long Stop Date.

7. PRE-COMPLETION MATTERS

7.1 Save as otherwise provided for in this Agreement, the Vendor, pending Completion, procure that the passing of any resolution for the winding up, liquidation or receivership of the Company, or make any composition or arrangement with its creditors will not occur or be undertaken without the prior written consent of the Purchaser.

8.

WARRANTIES

8.1 The Vendor hereby warrants to the Purchaser that each of the matters set out in Clause 8.1, Clause 8.2, Clause 8.3, Clause 8.4, Clause 8.5 and the Vendor's Warranties in Schedule 2 are as at the date hereof and will at the Completion Date be true, accurate and complete in all respects and not misleading.

8.2 The Vendor agrees that each of the Warranties shall be construed as a separate and independent term of this Agreement and, except where expressly otherwise stated, no provision in any Warranties shall restrict or limit the extent or application of any other provision in any Warranties.

8.3 The Vendor undertakes with the Purchaser that it will forthwith disclose in writing to the Purchaser any event or circumstance which any arise or become known to them prior to Completion which is inconsistent with or adversely affect any of the Warranties in any respect.

8.4 The Warranties shall be deemed to be repeated at Completion with reference to the facts and circumstances then prevailing.

8.5 The Vendor shall indemnify and keep indemnified the Purchaser for any losses, liabilities, payments, penalties, damages, claims, demands, actions, proceedings, taxes, costs and expenses (including but not limited to all legal fees on a full indemnity basis) whatsoever suffered or incurred by the Purchaser (including but not limited to any diminution in the value of the share in the Company and any payment made or required to be made by the Purchaser) after Completion as a result of, in relation to or in connection with any breach of the Warranties herein, indemnities and undertakings under this Agreement in any respect and/or any default by the Vendor of its obligations under this Agreement, provided always that any claim (if any) hereunder must be made within one year from the Completion and written notice of the discovery of any such breach must be given to the Vendor within one month of the Purchaser's discovery thereof and the amount payable by the Vendor shall be up to the amount paid by the Purchaser to the Vendor.

8.6 The Purchaser hereby warrants to the Vendor that each of the following statements is as at the date hereof and will at the Completion be true, accurate and complete in all respects and not misleading:

- (i) The Purchaser has full power to enter into this Agreement and to exercise its rights and perform its obligations hereunder and (where relevant) all corporate and other actions required to authorise its execution of this Agreement and its performance of its obligations hereunder have been duly taken and this Agreement will, when executed by it, be a legal, valid and binding agreement on it and enforceable in accordance with the terms hereof.
- (ii) The execution, delivery and performance of this Agreement by the Purchaser does not and will not violate in any respect any provision of

any law or regulation or any order or decree of any governmental authority, agency or court of the British Virgin Islands or any jurisdiction in which it reside or any part thereof prevailing as at the date of this Agreement and as at Completion.

- (iii) All necessary approvals or consents from third parties required by the Purchaser for the consummation of the transactions contemplated herein have been or will be obtained prior to Completion.

9.

SUCCESSORS AND ASSIGNS

9.1

This Agreement shall be binding upon and shall inure for the benefit of each party's successors and assigns and in the case of an individual, his estate and personal representatives.

10.

FURTHER ASSURANCE

10.1

The Vendor shall execute and deliver all such instruments and other documents and take all such actions as the Purchaser may from time to time reasonably require in order to give full effect to the provisions of this Agreement.

11.

DEFAULT BY THE PARTIES

11.1

If the Vendor shall (other than the default of the Purchaser) fail to complete the sale herein in accordance with the terms and conditions of this Agreement, then and without prejudice to any other right and remedies the Purchaser may have for such default or breach the Purchaser shall be entitled to determine this Agreement.

11.2

If the Purchaser shall (other than for the default of the Vendor) fail to complete the purchase herein in accordance with the terms and conditions of this Agreement, then and without prejudice to any other rights and remedies the Vendor may have for such default or breach the Vendor shall be entitled to determine this Agreement.

11.3

Nothing in this Agreement contained shall be so construed as to prevent either the Vendor or the Purchaser from bringing an action and obtaining a decree for specific performance of this Agreement either in lieu of the losses and damages or in addition thereto as the party bringing such action may have sustained by reason of the failure or breach by the other party to this Agreement.

12.

COSTS AND EXPENSES

12.1

Each party shall pay its own costs and expenses in relation to the negotiation, preparation, and implementation of this Agreement (and the documents referred to herein), including the fees and disbursements of their respective legal, accountancy and other advisers. All stamp duty payable (if any) on the instruments of transfer in respect of the sale and purchase of the Sale Shares

shall be borne by the Vendor and the Purchaser in equal share.

13. SEVERABILITY

13.1 If any provision of this Agreement (or of any document referred to herein) is held to be illegal, invalid or unenforceable in whole or in part, the legality, validity and enforceability of the remaining provisions of this Agreement (or such document) shall not in any way be affected or impaired thereby.

14. ENTIRE AGREEMENT AND VARIATION

14.1 This Agreement (together with any document referred to herein) constitutes the entire agreement and understanding of the parties and supersedes all prior agreements (together with all documents referred to therein), understandings or arrangements (both oral and written) relating to the subject matter of this Agreement.

14.2 Each of the parties acknowledges and agrees that it does not enter into this Agreement and the documents referred to herein on the basis of and does not rely, and has not relied, upon any statement or representation (whether negligent or innocent) or warranty or other provision (in any case whether oral, written, express or implied) made, given or agreed to by any person (whether a party to this Agreement or not) except those expressly set out or referred to in this Agreement and the documents referred to herein and the only remedy or remedies available in respect of any misrepresentation or untrue statement made to it shall be a claim for breach of contract under this Agreement.

14.3 No variation, supplement, deletion or replacement of or from this Agreement or any of its terms shall be effective unless made in writing and signed by or on behalf of each party to this Agreement.

15. GENERAL PROVISIONS

15.1 Time shall be of the essence in this Agreement as regards any time, date or period whether as originally fixed or as varied in accordance with this Agreement.

15.2 If the Completion Date or any payment due date shall fall on a day which is not a Business Day, the Completion Date or such payment due date shall automatically be postponed to the next Business Day.

15.3 Any waiver of a breach of any of the terms of this Agreement or of any default hereunder shall not be deemed to be a waiver of any subsequent breach or default and shall in no way affect the other terms of this Agreement.

15.4 No failure to exercise and no delay on the part of any party in exercising any right, remedy, power or privilege of that party under this Agreement and no course of dealing between the parties shall be construed or operate as a waiver

thereof, nor shall any single or partial exercise of any right, remedy, power or privilege preclude any other or further exercise thereof or the exercise of any other right, remedy, power or privilege. The rights and remedies provided by this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

16. GOVERNING LAW AND JURISDICTION

16.1 This Agreement shall be governed by, construed and take effect in accordance with the laws of Hong Kong.

16.2 The Hong Kong Courts shall have exclusive jurisdiction to settle any claim, dispute or matter of difference which may arise out of or in connection with this Agreement.

17. TIME OF THE ESSENCE

17.1 Any date or period mentioned herein may be varied or extended by agreement between the parties hereto, but as regards any date or period varied or extended as aforesaid, or not having been so varied or so extended, time shall be of the essence to this Agreement.

18. CONFIDENTIALITY

18.1 No party to this Agreement shall disclose (and shall take reasonable precautions to ensure that none of its directors, officers or agents discloses) any term of this Agreement, the negotiations leading up to this Agreement or the transactions or arrangements contemplated or referred to in this Agreement (including the fact that this Agreement has been entered into between the parties) or any confidential information belonging to any other party except where disclosure is required by law or regulation to which the relevant party is subject to. The parties acknowledge that since damages or an account of profits shall not be an adequate remedy for a breach of the obligations in this Clause 18.1, a party is entitled to an injunction to prevent a breach or a continued breach.

19. RIGHTS OF THIRD PARTIES

19.1 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 of the laws of Hong Kong) to enforce or enjoy the benefit of any provisions of this Agreement. Consent of any person who is not a party to this Agreement is not required to rescind or vary this Agreement.

20. COUNTERPARTS

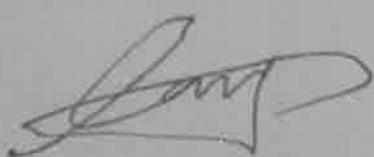
20.1 This Agreement may be executed in any number of counterparts, which when

taken together shall constitute one and the same instrument and is binding on each and every party, whose authorised representative has signed a copy thereof notwithstanding that each copy is not executed by all parties hereto.

The Purchaser

SIGNED by *Cao Yang*
for and on behalf of
BLUEOCEAN INVESTMENT
(GLOBAL) LTD

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AS WITNESS the hands of the parties or their duly authorised representatives the day and year first above written.

The Vendor

SIGNED by Lam Kam Kong Nathaniel)
for and on behalf of)
DIWANG INDUSTRIAL)
HOLDINGS LIMITED)



SCHEDULE 1

PARTICULARS OF THE COMPANY

Name of Company	:	Darkblue Investment Limited
Company Number	:	2005798
Date of Incorporation	:	31 January 2019
Place of Incorporation	:	British Virgin Islands
Registered Office	:	Craigmuir Chambers, Road Town, Tortola VG 1110, British Virgin Islands
Director(s)	:	Chen Hua
Registered Agent	:	Harneys Corporate Services Limited
Number of Shares in Issue and Shareholder	:	Diwang Industrial Holdings Limited (50,000 shares)

SCHEDULE 2

VENDOR'S WARRANTIES

The Vendor hereby represents, warrants and undertakes to the Purchaser that all representations and warranties set out in this Schedule 2 are and will be true, correct and accurate in all material respects as at the date of this Agreement and the Completion Date.

A. General Information and the Vendor

1. The Vendor has full power to enter into this Agreement and to exercise its rights and perform its obligations hereunder and (where relevant) all corporate and other actions required to authorize its execution of this Agreement and its performance of its obligations hereunder have been duly taken and this Agreement will, when executed by it, be a legal, valid and binding agreement on it and enforceable in accordance with the terms hereof.
2. The execution, delivery and performance of this Agreement by the Vendor do not and will not violate in any respect any provision of any law or regulation or any order or decree of any governmental authority, agency or court of Cayman Islands or any jurisdiction in which it resides or any part thereof prevailing as at the date of this Agreement and as at Completion.
3. The information set out in Recitals (A), (B) and (C), and Schedule 1 is up-to-date, true correct and accurate and is not misleading.
4. All necessary approvals or consents from third parties required by the Vendor for the consummation of the transactions contemplated herein have been or will be obtained prior to Completion.
5. The Company has not agreed to become or is not a member of any partnership, consortium or joint venture.

B. Sale Shares

1. The Sale Shares were duly allotted and issued fully paid, or credited as fully paid in accordance with the memorandum of association and articles of association of the Company and in compliance with all relevant laws of the British Virgin Islands.
2. The Sale Shares, representing 25% of the issued share capital of the Company, are free from all Encumbrances of whatsoever nature and together with all rights and entitlements attaching thereto.
3. The Vendor is and will be the sole legal and beneficial owner of the Sale Shares immediately prior to Completion and will have on Completion the right, power and authority to transfer the entire interest in the Sale Shares to the Purchaser free from all Encumbrances.

4. There are no options or other agreements or commitment outstanding which call for the issue of or accord to any person the right to call for the issue of any shares in the capital of the Company or the right to require the creation of any Encumbrance over the Sale Shares or other assets of the Company.

C. Compliance with legal requirements

1. The Company has been duly incorporated and constituted and is legally and validly existing and in good standing under the laws of the British Virgin Islands with full power and authority to carry on its business as it is now being conducted and to own, use and lease its assets and properties and there has been no resolution, petition, threatened petition or order for the winding-up of the Company and no receiver has been appointed in respect thereof or any part of the assets thereof.
2. The Company has complied with all filing and registration requirements in respect of corporate or other documents imposed under the relevant laws of the British Virgin Islands.
3. The memorandum and articles of association of the Company is the true, complete and current articles of association of the Company and has attached to it copies of all resolutions and agreements which are required to be so attached.
4. There is not in force any power of attorney given by the Company to any person.
5. Since its incorporation, the Company has not carried out any business besides investment holding.
6. The Company has complied with all relevant legislation to carry on business in the British Virgin Islands.

D. Assets

1. The Company owns or has the right to use each asset (tangible and intangible) necessary for the operation of its business as presently carried on.
2. The Company has possession of all such assets and none of such assets, nor any of the undertaking, goodwill or uncalled capital of such company, is subject to any Encumbrance or any agreement or commitment to give or create any Encumbrance.
3. The Company is able to prove title to all the assets owned by it.
4. All assets owned or used by the Company which are subject to a requirement (if any) of licensing or registration of ownership possession or use are duly licensed or registered in the sole name of the Company.
5. No charge in favour of the Company is void or voidable for want of registration.

E. Accounts

1. All dividends or distributions declared, made or paid by the Company have been declared, made or paid in accordance with its articles of association (or equivalent documents) and the applicable statutory provisions.

F. Taxation

1. The Company has complied with all relevant legal requirements relating to registration or notification for Taxation purposes.
2. The Company has paid when due, and has withheld, deducted and accounted to the relevant tax authorities for, all tax, including provisional tax, which it has become liable to pay, withhold, deduct or account for on or before the date hereof.
3. The Company is not or is not expected to be involved in any dispute with any tax authorities and no such dispute is pending or threatened.
4. All documents by virtue of which the Company has any right, title or interest or in the enforcement of which the Company is interested have been properly stamped.
5. The Company is not in default under the laws of the British Virgin Islands in relation to Taxation.

G. Litigation

1. No distress execution or other process has been levied in respect of the Company which remains undischarged nor is there any unfulfilled or unsatisfied judgment or court order outstanding against the Company.
2. There is no pending or existing investigations or inquiries by or on behalf of any governmental or other body in respect of the affairs of the Company save and except those already disclosed in this Agreement.

Dated the 27th day of December 2024

DIWANG INDUSTRIAL HOLDINGS LIMITED
(as Vendor)

and

BLUEOCEAN INVESTMENT (GLOBAL) LTD
(as Purchaser)

AGREEMENT
for the Sale and Purchase of
25% of the issued share capital of
DARKBLUE INVESTMENT LIMITED

HASTINGS & CO.

11th Floor, Gloucester Tower, The Landmark,
15 Queen's Road Central, Hong Kong