

**DATE: 16 JANUARY 2026**

**FUTURE WORLD HOLDINGS LIMITED  
(as the Vendor)**

**and**

**LAI LONG WAI  
(as the Purchaser)**

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**AGREEMENT FOR  
(1) TRANSFER OF LISTED SECURITIES  
AND  
(2) ASSIGNMENT OF LOAN RECEIVABLES**

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**THIS AGREEMENT is made on 16 January 2026**

**BETWEEN:**

- (1) **FUTURE WORLD HOLDINGS LIMITED**, a company incorporated in the Cayman Islands with limited liability, whose shares are listed on the Main Board of the Stock Exchange (Stock Code: 572) and principal place of business in Hong Kong is at Room 10, 27/F, C C Wu Building, 302–308 Hennessy Road, Wan Chai, Hong Kong (the “**Vendor**” or “**Future World**”); and
- (2) **LAI LONG WAI**, holder of Hong Kong Identity Card No. K657057(2), of Flat G, 16/F., Block 1, Ho Shun Lee Building, 9 Fung Yau Street South, Yuen Long, who is an executive director and a substantial shareholder of Future World (the “**Purchaser**” or “**Mr. Lai**”).

**WHEREAS:**

- (A) Globally Finance Limited (“**Globally Finance**”) is a company incorporated in Hong Kong with limited liability and is a wholly owned subsidiary of Future World, a company incorporated in the Cayman Islands with limited liability and the issued shares of which are listed on the Main Board of the Stock Exchange (Stock Code: 572).
- (B) Each of Huang Chuan, Weng Shiqing and Zhang Zhihui (the “**Borrowers**”) as borrowers have entered into loan agreement(s) (the “**Loan Receivables Agreements**”) respectively with Globally Finance as lender. As at the date of this Agreement, the aggregate outstanding indebtedness (the “**Loan Receivables**”) owed by the Borrowers to Globally Finance amounted to approximately HK\$41,749,977. The Loan Receivables shall be assigned and transferred to the Purchaser subject to and conditional upon the terms and conditions of this Agreement. Details of the Loan Receivables are set out in Schedule 1.
- (C) Golden Horse Hong Kong Investment Limited (“**Golden Horse**”) is a company incorporated in Hong Kong with limited liability and is a wholly owned subsidiary of Future World. Golden Horse hold certain listed securities (the “**Sale Securities**”) which shall be sold to the Purchaser subject to and conditional upon the terms and conditions of this Agreement. The market value of those Sale Securities as at the date of this Agreement amounts to approximately HK\$77,428,500. Details of the Sale Securities are set out in Schedule 1.
- (D) Pursuant to the loan agreement (the “**Rejoice Loan Agreement**”) dated 27 October 2025 and entered into between Rejoice Holdings Limited (“**Rejoice**”), a company wholly owned by Mr. Lai, as lender and Future World as borrower, Rejoice granted a loan facility in the amount of up to HK\$200,000,000 to Future World. As at the date of this Agreement, the

outstanding indebtedness (the "**Rejoice Outstanding Indebtedness**") owed by Future World under the Rejoice Loan Agreement amounts to approximately HK\$80,720,000.

- (E) Pursuant to the loan agreement (the "**Lai Loan Agreement**") between Mr. Lai as lender and 深圳柏億實業投資有限公司 (the "**PRC Subsidiary**"), a wholly owned subsidiary of Future World as borrower, Mr. Lai granted a loan in the amount of RMB20,000,000 to the PRC Subsidiary. As at the date of this Agreement, the outstanding indebtedness (the "**Lai Outstanding Indebtedness**") owed by PRC Subsidiary under the Lai Loan Agreement amounts to RMB20,000,000 (equivalent to HK\$22,222,222).
- (F) The Vendor has agreed to sell and the Purchaser has agreed to purchase the Sale Securities (as defined below) and the Loan Receivables (as defined below) subject to and upon the terms and conditions of this Agreement.

**NOW IT IS HEREBY AGREED as follows:**

**1. INTERPRETATION**

- 1.1 In this Agreement (including the Recitals and Schedule), unless the context requires otherwise, the following words and expressions shall have the meanings ascribed to each of them respectively below:

" <b>Business Day</b> "	a day (other than Saturday, Sunday or public holiday) on which licensed banks are generally open for business in Hong Kong throughout their normal business hours
" <b>Completion</b> "	completion of the sale and purchase of the Sale Securities and the Loan Receivables in accordance with the terms and conditions of this Agreement
" <b>Completion Date</b> "	the date falling within [ten] Business Days after the fulfillment of the conditions precedent referred to in Clause 3.1 (or such other date as the parties hereto may agree)
" <b>Debt Assignment</b> "	the debt assignment to be executed by Future World upon Completion in relation to the assignment of the Loan Receivables to the Purchaser (substantially in the form as set out in Schedule 5)

<b>“Deed of Set Off”</b>	(1) the deed of set off to be executed between the PRC Subsidiary and Mr. Lai (substantially in the form as set out in Schedule 4) upon completion in relation to the set off of the Lai Outstanding Indebtedness; and (2) the deed of set off to be executed between the Vendor and Rejoice (substantially in the form as set out in Schedule 4) upon Completion in relation to the set off of the Rejoice Outstanding Indebtedness, to settle the consideration payable by the Purchaser for the Sale Securities and the Loan Receivables under this Agreement
<b>“Hong Kong”</b>	the Hong Kong Special Administrative Region of the PRC
<b>“Loan Receivables”</b>	the loan receivables to be assigned by the Vendor to the Purchaser, with details thereto set out in Schedule 1
<b>“Listing Rules”</b>	the Rules Governing the Listing of Securities on the Stock Exchange
<b>“PRC”</b>	People’s Republic of China
<b>“Purchaser Warranties”</b>	the representations and warranties given by the Purchaser as set out in Schedule 3
<b>“Sale Securities”</b>	such listed securities to be disposed by the Vendor to the Purchaser (or his nominee), with details thereto set out in Schedule 1
<b>“SFC”</b>	the Securities and Futures Commission
<b>“Stock Exchange”</b>	The Stock Exchange of Hong Kong Limited
<b>“this Agreement”</b>	this agreement for the sale and purchase of the Sale Securities and the Loan Receivables, as amended from time to time
<b>“Vendor Warranties”</b>	the representations and warranties given by the Vendor set out in Schedule 2

“HK\$” Hong Kong dollars, the lawful currency of Hong Kong

“RMB” Renminbi, the lawful currency of the PRC

“%” per cent

1.2 References herein to Clauses and the Schedule are to clauses in and the schedule to, this Agreement unless the context requires otherwise and the Schedule to this Agreement shall be deemed to form part of this Agreement.

1.3 The expressions the “Vendor” and the “Purchaser” shall, where the context permits, include their respective successors and personal representatives.

1.4 The headings are inserted for convenience only and shall not affect the construction of this Agreement.

1.5 Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing a gender include every gender.

**2. TRANSFER OF THE SALE SECURITIES AND ASSIGNMENT OF THE LOAN RECEIVABLES**

2.1 Subject to and upon the terms and conditions of this Agreement, the Vendor shall as beneficial owner sell and the Purchaser shall purchase the Sale Securities with effect from Completion.

2.2 The Vendor shall not be obliged to sell any of the Sale Securities unless the sale and purchase of all the Sale Securities are completed simultaneously.

2.3 The Purchaser shall not be obliged to purchase any of the Sale Securities unless the sale and purchase of all the Sale Securities are completed simultaneously.

2.4 Subject to and upon the terms and conditions of this Agreement, the Vendor shall as beneficial owner assign and the Purchaser shall purchase the Loan Receivables with effect from Completion.

2.5 The Vendor shall not be obliged to assign any of the Loan Receivables unless the sale and purchase of all the Loan Receivables are completed simultaneously.

2.6 The Purchaser shall not be obliged to purchase any of the Loan Receivables unless the sale and purchase of all the Loan Receivables are completed simultaneously.

2.7 In respect of the collaterals given by the Borrowers in favour of Globally Finance, after and subject to Completion, such collaterals shall be at the

discretion of the Purchaser either cancelled or assigned to a designated entity at the direction of the Purchaser.

- 2.8 The Purchaser shall be entitled to nominate and designate one or more of entity(ies) as his nominee(s) to take up the Loan Receivables and/or the Sale Securities under this Agreement.

### **3. CONDITIONS**

- 3.1 This Agreement is conditional upon the fulfillment of the following conditions:

- (1) if necessary, the passing by the independent shareholders of Future World at an extraordinary general meeting of Future World to be convened and held of the necessary resolutions to approve this Agreement and the transactions contemplated hereunder;
- (2) each of the Vendor Warranties and the Purchaser Warranties being true and accurate and not misleading in all respects; and
- (3) all necessary consents and approvals required to be obtained on the part of the Vendor and the Purchaser in respect of this Agreement and the transactions contemplated hereby having been obtained.

- 3.2 Each party shall use its best endeavours to satisfy and fulfill the conditions under Clause 3.1 and, in particular, shall procure that all information and documents required pursuant to the Listing Rules, and other applicable rules, codes and regulations whether in connection with the preparation of all circulars, reports, documents, independent advice or otherwise are duly given promptly to the Stock Exchange, the SFC and other relevant regulatory authorities.

- 3.3 The conditions set out in Clause 3.1 are incapable of being waived by the parties hereto. If the conditions set out in Clause 3.1 have not been satisfied on or before 30 June 2026, or such other date as the Purchaser and the Vendor may agree, this Agreement shall cease and terminate (save and except Clauses 6, 9, 15 and 16 which shall continue to have full force and effect) and thereafter neither party shall have any obligations and liabilities towards each other hereunder save for any antecedent breaches of the terms hereof.

### **4. CONSIDERATION**

- 4.1 The aggregate consideration for the sale and purchase of the Sale Securities and the Loan Receivables shall be HK\$119,178,477, which shall be satisfied by the Purchaser and paid by the Purchaser to the Vendor in the following manner (or in such other manner as the parties hereto may agree in writing) at Completion:

- (a) as to HK\$80,720,000 shall be payable by the Purchaser by procuring Rejoice to waive and set off the Rejoice Outstanding Indebtedness under the Rejoice Loan Agreement on a dollar-to-dollar basis upon Completion; and
- (b) as to HK\$22,222,222 shall be payable by the Purchaser by way of waiver and set off the Lai Outstanding Indebtedness under the Lai Loan Agreement on a dollar-to-dollar basis upon Completion.
- (c) as to the remaining balance of HK\$16,236,255 payable by Mr. Lai to Future World shall therefore be HK\$16,236,255 (the "**Net Payable**"). Mr. Lai shall pay the Net Payable to the Vendor and/or its designated third party(ies) through telegraphic transfer to the bank account designated by the Vendor and/or its designated third party(ies) within 1 year following the Completion.

4.2 With effect from Completion, (1) the Purchaser shall procure Rejoice to execute the Deed of Set Off in favour of the Vendor to release, acquit and discharge Future World (including its successors and assigns) from the liabilities under the Rejoice Loan Agreement; and (2) the Purchaser shall execute the Deed of Set Off to release, acquit and discharge the PRC Subsidiary (including its successors and assigns) from the liabilities under the Lai Loan Agreement. For the avoidance of doubt, in the event that Completion does not take place, the Rejoice Loan Agreement and the Lai Loan Agreement will remain as effective and valid as if this Agreement had not been entered into.

## 5. **COMPLETION**

5.1 Upon compliance with or fulfillment of all the conditions set out in Clause 3.1, Completion shall take place on Completion Date at such place as the parties hereto may agree in writing in Hong Kong (or such other date and/or place as the parties hereto may mutually agree).

5.2 At Completion, the Vendor shall deliver or cause to be delivered to the Purchaser:

- (a) all necessary forms duly executed by the Vendor (or its subsidiaries) to transfer all Sale Securities to the corporation designated by the Purchaser;
- (b) duly executed instrument(s) of transfer note in respect of the Sale Securities by the Vendor;
- (c) the Deed of Set Off duly executed by the Vendor and the PRC Subsidiary respectively;
- (d) the Debt Assignment duly executed by the Vendor in relation to the assignment of the Loan in favour of the Purchaser (or his nominee);

and

- (e) such reasonable documents as may be requested by the Purchaser in relation to the transfer of the Sale Securities and/or the assignment of the Loan Receivables.

5.3 At Completion, the Purchaser shall deliver or cause to be delivered to the Vendor:

- (a) duly executed instrument(s) of transfer note in respect of the Sale Securities by the Purchaser (or his designated corporation);
- (b) the Debt Assignment duly executed by the Purchaser (or his nominee);
- (c) the Deed of Set Off duly executed by Rejoice and Mr. Lai respectively; and
- (d) such reasonable documents as may be reasonably requested by the Vendor in relation to the settlement of the Outstanding Indebtedness.

## **6. RESTRICTION ON ANNOUNCEMENTS**

6.1 Each of the parties undertakes to the others that it/he will not, at any time after the date of this Agreement, divulge or communicate to any person other than to its professional advisers, or when required by law or any rule of any relevant stock exchange body, or to its respective officers or employees whose province it/he is to know the same any confidential information concerning the business, accounts, finance or contractual arrangements or other dealings, transactions or affairs of any of the others which may be within or may come to its knowledge and it/he shall use its/his best endeavours to prevent the publication or disclosure of any such confidential information concerning such matters.

6.2 No public announcement or communication of any kind shall be made in respect of the subject matter of this Agreement unless specifically agreed between the parties or unless an announcement is required pursuant to the applicable law and the regulations or the requirements of relevant regulatory body or authority. Any announcement by any party required to be made pursuant to any relevant law or any regulations or requirements of any relevant regulatory body or authority shall be issued only after such prior consultation with the other party as is reasonably practicable in the circumstances. For the avoidance of doubt, Future World shall publish announcement(s) and circular(s) in respect of this Agreement and the transactions contemplated hereunder in accordance with the requirements of the Listing Rules.

**7. WARRANTIES**

- 7.1 The Vendor hereby represents and warrants to the Purchaser that the Vendor Warranties are true and accurate in all material respects as at the date of this Agreement and will continue to be so up to and including the time of Completion.
- 7.2 The Vendor hereby agrees that each of the Vendor Warranties shall be construed as a separate and independent representation and warranty and, except where expressly otherwise stated, no provision in any Vendor Warranties shall govern or limit the extent of application of any other provision in any Vendor Warranties.
- 7.3 The Purchaser hereby represents and warrants to the Vendor that the Purchaser Warranties are true and accurate in all material respects at the date of this Agreement and will continue to be so up to and including the time of Completion.
- 7.4 The Purchaser hereby agrees that each of the Purchaser Warranties shall be construed as a separate and independent representation and warranty and, except where expressly otherwise stated, no provision in any Purchaser Warranties shall govern or limit the extent of application of any other provision in any Purchaser Warranties.

**8. FURTHER ASSURANCE**

The Vendor shall execute, do and perform or procure to be executed, done and performed by other necessary parties all such further acts, agreements, assignments, assurances, deeds and documents as the Purchaser may reasonably require to vest effectively the legal and beneficial ownership of the Sale Securities in the Purchaser (or his nominee) and to vest the rights of the Loan Receivables in the Purchaser (or his nominee).

The Purchaser shall execute, do and perform or procure to be executed, done and performed by other necessary parties all such further acts, agreements, assignments, assurances, deeds and documents as the Vendor may reasonably require to set off the Outstanding Indebtedness upon Completion.

**9. NOTICES**

- 9.1 Each notice, demand or other communication given, made or serve under this Agreement shall be in writing and delivered or sent to the relevant party by prepaid postage (by airmail if to another country), facsimile transmission or personal delivery to its address or fax number as set out below (or such other address or fax number as the addressee has by five (5) days' prior written notice specified to the other parties):

To the Vendor: Future World Holdings Limited

Address : Room 10, 27/F, C C Wu Building,  
302-308 Hennessy Road, Wan  
Chai, Hong Kong

Attention : The Board of Directors

To the Purchaser: Mr. Lai Long Wai

Address : Flat G, 16/F., Block 1, Ho Shun Lee  
Building, 9 Fung Yau Street South,  
Yuen Long

9.2 Each notice, demand or other communication given, made or serve under this Agreement shall be deemed to have been given and received by the relevant parties (i) within two (2) days after the date of posting, if sent by local mail; four (4) days after the date of posting, if sent by airmail; (ii) when delivered, if delivered by hand; and (iii) on despatch, if sent by facsimile transmission.

**10. TIME AND NO WAIVER**

Time shall in every respect be of the essence of this Agreement but no failure on the part of any party hereto to exercise, and no delay on its part in exercising any right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right under this Agreement preclude any other or further exercise of it or the exercise of any other right(s) or prejudice or affect any right(s) against any other parties hereto under the same liability, whether joint, several or otherwise. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

**11. INVALIDITY**

If at any time any one or more of the provisions of this Agreement is/are or become(s) illegal, invalid or unenforceable in any respect under laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

**12. AMENDMENTS**

This Agreement shall not be amended, supplemented or modified except by instruments in writing signed by each of the parties hereto.

**13. ASSIGNMENT**

This Agreement shall be binding on and enure to the benefit of each party hereto and its respective successors and permitted assigns provided that

none of the parties hereto shall assign or transfer or purport to assign or transfer any of its rights or obligations hereunder without the prior written consent of the other parties.

**14. ENTIRE AGREEMENT**

This Agreement constitutes an entire agreement between the parties hereto with respect to the matters dealt with herein and supersedes any previous agreements, arrangements, statements or transactions between the parties hereto in relation to the subject matters hereof.

**15. COSTS AND STAMP DUTY**

15.1 Each party shall bear its own costs and expenses (including legal fees) incurred in connection with the preparation, negotiation, execution and performance of this Agreement and all documents incidental or relating to Completion.

15.2 All stamp duty (if any) payable in respect of the sale and purchase of the Sale Securities shall be borne by the Vendor and the Purchaser in equal shares.

**16. GOVERNING LAW AND JURISDICTION**

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

16.2 The parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

16.3 Unless expressly provided to the contrary in this Agreement, a person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623, the Laws of Hong Kong) to enforce any of the terms of this Agreement, and whether so provided in this Agreement or not, no consent of third party is required for the amendment to (including the waiver or compromise of any obligation), rescission of or termination of this Agreement.

**17. COUNTERPART**

17.1 This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of parties hereto may execute this Agreement by signing any such counterparts.

## SCHEDULE 1

### Details of the Sale Securities and the Loan Receivables

#### **Sale Securities**

<u>Golden Horse</u>	<u>Number of Shares</u>	<u>Closing Price as at the date of this Agreement</u>	<u>Market Value</u>
CMBC CAPITAL (stock code: 1141)	7,890,000	0.92	7,258,800
HG SEMI (stock code: 6908)	390,000	0.51	198,900
CONANT OPTICAL (stock code : 2276)	1,020,000	60.4	61,608,000
LX TECHNOLOGY (stock code : 2436)	540,000	14.5	7,830,000
FENBI (stock code : 2469)	240,000	2.22	532,800
			<hr/> <hr/> 77,428,500

### Loan Receivables

<u>Lender</u>	<u>Borrower</u>	<u>Interest Rate</u>	<u>Outstanding Sums as at the date of this Agreement (HK\$)</u>
Globally Finance	Huang Chuan	5% per annum	17,057,665
Globally Finance	Weng Shiqing	6% per annum	8,555,185
Globally Finance	Zhang Zhihui	7.7% per annum	16,137,127
			<hr/> <hr/> 41,749,977 <hr/> <hr/>

## **SCHEDULE 2**

### **Vendor Warranties**

1. The Vendor and/or its wholly owned subsidiary(ies) are the legal and beneficial owners of the Sale Securities.
2. The Sale Securities are free from and clear of any mortgage, charge, pledge or lien or any other encumbrances.
3. The Vendor represents that it has not assigned, charged, pledged or otherwise disposed of or encumbered all or any part of the Sale Securities to or in favour of any person other than the Purchaser or agreed to do any of the foregoing.
4. Subject to fulfillment of the conditions precedent, the Vendor has full power and authority to enter into and perform this Agreement and the provisions of this Agreement, when executed, will constitute valid and binding obligations on the Vendor in accordance with their respective terms.
5. The execution and delivery of, and the performance by the Vendor of its obligations under, this Agreement will not result in a breach of any order, judgment or decree of any court or governmental agency to which the Vendor is a party or by which it is bound.

### **SCHEDULE 3**

#### **The Purchaser Warranties**

1. The Purchaser is an executive Director of the Vendor.
2. Subject to fulfillment of the conditions precedent, the Purchaser has full power and authority to enter into and perform this Agreement and the provisions of this Agreement, when executed, will constitute valid and binding obligations on the Purchaser in accordance with their respective terms.
3. The execution and delivery of, and the performance by the Purchaser of its obligations under, this Agreement will not result in a breach of any order, judgment or decree of any court or governmental agency to which the Purchaser is a party or by which it is bound.

**SCHEDULE 4**

**Form of the Deed of Set Off**

**DATE: \_\_\_\_\_ 2026**

**FUTURE WORLD HOLDINGS LIMITED  
(as Future World)**

**AND**

**REJOICE HOLDINGS LIMITED  
(as Rejoice)**

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**DEED OF SET-OFF AND WAIVER**

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**THIS DEED OF SET-OFF AND WAIVER is dated [\*] 2026**

**BETWEEN:**

- (1) **FUTURE WORLD HOLDINGS LIMITED**, a company incorporated in the Cayman Islands with limited liability, whose shares are listed on the Main Board of the Stock Exchange (Stock Code: 572) and principal place of business in Hong Kong is at Room 10, 27/F, C C Wu Building, 302–308 Hennessy Road, Wan Chai, Hong Kong ("**Future World**"); and
- (2) **REJOICE HOLDINGS LIMITED**, a company incorporated in Hong Kong with limited liability and having its registered office at Room 603, 6/F., The Star, 16-18 Yip Shing Street, Kwai Chung, NT, Hong Kong ("**Re-joyce**").

**WHEREAS:**

- (A) Pursuant to a loan agreement dated 27 October 2025 (the "**Loan Agreement**") between Rejoyce as lender and Future World as borrower, Rejoyce has granted a loan facility up to HK\$200,000,000 to Future World. As at the date of the Agreement (as defined below), the outstanding indebtedness (the "**Outstanding Indebtedness**") under the Loan Agreement amounts to approximately HK\$[80,720,000].
- (B) Pursuant to the conditional sale and purchase agreement (the "**Agreement**") dated 16 January 2026 and entered into between Future World as vendor (the "**Vendor**") and Mr. Lai Long Wai ("**Mr. Lai**") as purchaser (the "**Purchaser**") in relation to the sale and purchase of certain listed securities and loan receivables, the Vendor has agreed to sell and the Purchaser has agreed to acquire the Sale Securities (as defined in the Agreement) and the Loan Receivables (as defined in the Agreement) subject to and upon the terms and conditions of the Agreement. Pursuant to the Agreement(s), part of the consideration payable by the Purchaser shall be set off against the Outstanding Indebtedness. Mr. Lai is the sole legal and beneficial owner of Rejoyce.
- (C) Under the Agreement, Rejoyce agreed to execute this Deed in favour of Future World to release, acquit and discharge Future World (including its successors and assigns) from any and all liability of any nature whatsoever and from any and all claims, demands, causes of actions or liens of any nature whatsoever arising out of or in connection with the Loan Agreement with effect from the completion of the Agreement.

**NOW THIS DEED WITNESSES AS FOLLOWS:**

**1. INTERPRETATION**

- 1.1 In this Deed, unless otherwise specified, the following words and expres-

sions shall have the meanings ascribed to each of them respectively below:

<b>“Set-off Amount”</b>	HK\$[*], being the outstanding sum of loan under the Loan Agreement and the interest accrued thereon up to and including the date of the Agreement
<b>“Outstanding Interest”</b>	being the interest accrued on the principal amount from the date of the Agreement to the date of this Deed

1.1 Words and expressions defined in the Agreement shall, unless otherwise specified, have the same meanings when used herein.

1.2 In this Deed, the expression "**this Deed**" shall mean this deed of set-off, as amended from time to time.

1.3 The headings of this Deed are inserted for convenience only and shall be ignored in construing this Deed. Unless the context otherwise requires, references in this Deed to the singular shall be deemed to include references to the plural and vice versa; references to one gender shall include all genders and reference to any person shall include an individual, firm, body corporate or unincorporate.

## **2. ACKNOWLEDGMENT**

2.1 Each of Future World and Rejoice hereby acknowledges and confirms that the matters set out in the Recitals above are true and correct.

## **3. TERMS OF SET-OFF ARRANGEMENT**

3.1 Future World and Rejoice hereby confirm and acknowledge the Outstanding Indebtedness amounts to HK\$[\*\*\*], which remain due and payable by Future World to Rejoice under the Loan Agreement as at the date hereof prior to the set off.

3.2 The parties hereto agree that part of the consideration for the Sale Securities and the Loan Receivables in the sum of HK\$[\*\*\*] shall be set off against the Set-off Amount on a dollar-for-dollar basis upon the entering into of this Deed.

3.3 Rejoice shall unconditionally, absolutely and irrevocably release and discharge Future World, and Rejoice shall waive and forgo, any or all past, present or future, actual or contingent, liabilities, obligations, claims, demands, actions, suits, proceedings, costs, expenses, or fees of whatsoever nature or howsoever arising out of or related to any or all claims that Rejoice has or may have against Future World under or otherwise in relation to or in connection

with the Set-off Amount and the Outstanding Interest under the Loan Agreement.

#### **4. FULL AND FINAL SETTLEMENT OF THE OUTSTANDING INDEBTEDNESS**

The terms set out herein are full and final settlement of all the parties' actual or contingent claims, whether past, present and /or future, against each other in connection with or incidental to the Set-off Amount, the Outstanding Interest and/or the Loan Agreement and/or any disputes, claims, actions, proceedings or suits of any nature whatsoever or howsoever arising (whether under common law, equity or statute or otherwise and whether in Hong Kong or elsewhere) in relation thereto and none of the parties shall be entitled to make any claim or bring any legal proceedings against each other in relation thereto in the future.

#### **5. GENERAL WARRANTIES AND UNDERTAKING**

5.1 Each of the parties hereto hereby irrevocably warrants to each other that:-

- (a) it has full power, authority and legal capacity to enter into and execute this Deed, and to perform the obligations herein provided;
- (b) the execution and performance of this Deed does not contravene any agreement to which it is a party; and
- (c) this Deed shall be binding in all respects on its successors and assigns.

5.2 Each of the parties hereto undertakes to the other parties that it shall not describe or in any way hold itself out as being the agent of the other parties, and shall not allow its affiliates to do so. Each of the parties hereto further declares and warrants that it shall in no circumstances have any power to enter into any transaction on behalf of or in any other way to bind the other party.

#### **6. COSTS AND EXPENSES**

Each party shall bear its own costs and expenses (including legal expenses) in respect of the transactions contemplated by this Deed and all other expenses for the implementation of such transactions.

#### **7. FURTHER ASSURANCE**

The parties shall execute, do and perform or procure to be executed, done and performed by other necessary parties all such further acts, agreements, assignments, assurances, deeds and documents as may be required effectively to give effect to the transactions contemplated under this Deed.

## **8. CONFIDENTIALITY**

8.1 Each of the parties undertakes to the others that it will not, at any time after the date of this Deed, divulge or communicate to any person other than to its professional advisers, or when required by law, or to its respective officers or employees whose province it is to know the same any confidential information concerning the business, accounts, finance or contractual arrangements or other dealings, transactions or affairs of any of the others which may be within or may come to its knowledge and it shall use its best endeavours to prevent the publication or disclosure of any such confidential information concerning such matters.

8.2 No disclosure or communication of any kind shall be made in respect of the subject matter of this Deed unless specifically agreed between the parties or unless an announcement is required to be made by the parties hereto pursuant to the applicable laws and regulations, the applicable law and the regulations or the requirements of the Stock Exchange or any other regulatory body or authority. Any announcement by any party required to be made pursuant to any relevant law or regulation or the requirements of the designated stock exchange or any other regulatory body or authority shall be issued only after such prior consultation with the other party as is reasonably practicable in the circumstances.

## **9. NOTICES**

9.1 Each notice, demand or other communication given, made or serve under this Deed shall be in writing and delivered or sent to the relevant party by prepaid postage (by airmail if to another country), facsimile transmission or personal delivery to its address or fax number as set out below (or such other address or fax number as the addressee has by five (5) days' prior written notice specified to the other parties):

To Future World:

Address : [Room 10, 27/F, C C Wu Building, 302–308 Hennessy Road, Wan Chai, Hong Kong]

Attention : The board of directors

To Rejoice:

Address : [Room 603, 6/F., The Star, 16-18 Yip Shing Street, Kwai Chung, NT]

Attention : The board of directors

9.2 Each notice, demand or other communication given, made or serve under this Agreement shall be deemed to have been given and received by the

relevant parties (i) within two (2) days after the date of posting, if sent by local mail; four (4) days after the date of posting, if sent by airmail; (ii) when delivered, if delivered by hand; and (iii) on despatch, if sent by facsimile transmission.

#### **10. ASSIGNMENT**

This Deed shall enure to the benefit of and be binding on each party and its respective successors and permitted assigns provided that none of the parties hereto shall assign or transfer or purport to assign or transfer any of its rights or obligations hereunder without the consent of the other party hereto.

#### **11. COUNTERPART**

This Deed may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of parties may execute this Deed by signing any such counterparts.

#### **12. GOVERNING LAW AND JURISDICTION**

12.1 This Deed shall in all respects be governed by and construed in accordance with the laws of Hong Kong (“**Hong Kong**”) Special Administrative Region of the People’s Republic of China.

12.2 The parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.

12.3 Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623, Laws of Hong Kong) to enforce any of the terms of this Deed, and whether so provided in this Deed or not, no consent of third party is required for the amendment to (including the waiver or compromise of any obligation), rescission of or termination of this Deed.

IN WITNESS whereof this Deed has been duly executed by all parties hereto the day and year first above written.

**FUTURE WORLD**

**EXECUTED as a DEED** )  
**SIGNED by** )  
 )  
for and on behalf of )  
 )  
**FUTURE WORLD HOLDINGS LIMITED** )  
 )  
in the presence of: )

REJOICE

**EXECUTED as a DEED** )  
**SIGNED by** )  
 )  
for and on behalf of )  
 )  
**REJOICE HOLDINGS LIMITED** )  
 )  
in the presence of: )

**DATE: 2026**

**深圳柏億實業投資有限公司  
(as PRC Subsidiary)**

**AND**

**LAI LONG WAI  
(as Mr. Lai)**

---

**DEED OF SET-OFF AND WAIVER**

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**THIS DEED OF SET-OFF AND WAIVER is dated [\*] 2026**

**BETWEEN:**

- (3) 深圳柏億實業投資有限公司, a company established in the PRC and having its registered address at [\*] (the “**PRC Subsidiary**”); and
- (4) **LAI LONG WAI**, holder of Hong Kong Identity Card No. K657057(2), of Flat G, 16/F., Block 1, Ho Shun Lee Building, 9 Fung Yau Street South, Yuen Long (“**Mr. Lai**”).

**WHEREAS:**

- (A) Pursuant to a loan agreement (the “**Loan Agreement**”) between Mr. Lai as lender and the PRC Subsidiary as borrower, Mr. Lai has granted a loan of RMB20,000,000 to the PRC Subsidiary. As at the date of the Agreement (as defined below), the outstanding indebtedness (the “**Outstanding Indebtedness**”) under the Loan Agreement amounts to RMB[20,000,000] (equivalent to approximately HK\$22,222,222).
- (B) Pursuant to the conditional sale and purchase agreement (the “**Agreement**”) dated 16 January 2026 and entered into between Future World Holdings Limited as vendor (the “**Vendor**”) and Mr. Lai as purchaser (the “**Purchaser**”) in relation to the sale and purchase of certain listed securities and loan receivables, the Vendor has agreed to sell and the Purchaser has agreed to acquire the Sale Securities (as defined in the Agreement) and the Loan Receivables (as defined in the Agreement) subject to and upon the terms and conditions of the Agreement. Pursuant to the Agreement(s), part of the consideration payable by the Purchaser shall be set off against the Outstanding Indebtedness.
- (C) Under the Agreement, Mr. Lai agreed to execute this Deed in favour of the PRC Subsidiary to release, acquit and discharge the PRC Subsidiary (including its successors and assigns) from any and all liability of any nature whatsoever and from any and all claims, demands, causes of actions or liens of any nature whatsoever arising out of or in connection with the Loan Agreement with effect from the completion of the Agreement.

**NOW THIS DEED WITNESSES AS FOLLOWS:**

**1. INTERPRETATION**

- 1.2 In this Deed, unless otherwise specified, the following words and expressions shall have the meanings ascribed to each of them respectively below:

<b>“Set-off Amount”</b>	HK\$[*], being the outstanding sum of loan under the Loan Agreement and the interest accrued thereon up to and including the date of the Agreement
-------------------------	--

**“Outstanding Interest”**

being the interest accrued on the principal amount from the date of the Agreement to the date of this Deed

1.1 Words and expressions defined in the Agreement shall, unless otherwise specified, have the same meanings when used herein.

1.2 In this Deed, the expression "**this Deed**" shall mean this deed of set-off, as amended from time to time.

1.3 The headings of this Deed are inserted for convenience only and shall be ignored in construing this Deed. Unless the context otherwise requires, references in this Deed to the singular shall be deemed to include references to the plural and vice versa; references to one gender shall include all genders and reference to any person shall include an individual, firm, body corporate or unincorporate.

**2. ACKNOWLEDGMENT**

2.1 Each of the PRC Subsidiary and Mr. Lai hereby acknowledges and confirms that the matters set out in the Recitals above are true and correct.

**3. TERMS OF SET-OFF ARRANGEMENT**

3.1 The PRC Subsidiary and Mr. Lai hereby confirm and acknowledge the Outstanding Indebtedness amounts to HK\$[\*\*\*], which remain due and payable by the PRC Subsidiary to Mr. Lai under the Loan Agreement as at the date hereof prior to the set off.

3.2 The parties hereto agree that part of the consideration for the Sale Securities and the Loan Receivables in the sum of HK\$[\*\*\*] shall be set off against the Set-off Amount on a dollar-for-dollar basis upon the entering into of this Deed.

3.3 Mr. Lai shall unconditionally, absolutely and irrevocably release and discharge the PRC Subsidiary, and Mr. Lai shall waive and forgo, any or all past, present or future, actual or contingent, liabilities, obligations, claims, demands, actions, suits, proceedings, costs, expenses, or fees of whatsoever nature or howsoever arising out of or related to any or all claims that Mr. Lai has or may have against the PRC Subsidiary under or otherwise in relation to or in connection with the Set-off Amount and the Outstanding Interest under the Loan Agreement.

**4. FULL AND FINAL SETTLEMENT OF THE OUTSTANDING INDEBTEDNESS**

The terms set out herein are full and final settlement of all the parties' actual or contingent claims, whether past, present and /or future, against each other in connection with or incidental to the Set-off Amount, the Outstanding Interest and/or the Loan Agreement and/or any disputes, claims, actions, proceedings or suits of any nature whatsoever or howsoever arising (whether under common law, equity or statute or otherwise and whether in Hong Kong or elsewhere) in relation thereto and none of

the parties shall be entitled to make any claim or bring any legal proceedings against each other in relation thereto in the future.

## **5. GENERAL WARRANTIES AND UNDERTAKING**

5.1 Each of the parties hereto hereby irrevocably warrants to each other that:-

- (d) it/he has full power, authority and legal capacity to enter into and execute this Deed, and to perform the obligations herein provided;
- (e) the execution and performance of this Deed does not contravene any agreement to which it/he is a party; and
- (f) this Deed shall be binding in all respects on its/his successors and assigns.

5.2 Each of the parties hereto undertakes to the other parties that it shall not describe or in any way hold itself out as being the agent of the other parties, and shall not allow its affiliates to do so. Each of the parties hereto further declares and warrants that it shall in no circumstances have any power to enter into any transaction on behalf of or in any other way to bind the other party.

## **6. COSTS AND EXPENSES**

Each party shall bear its own costs and expenses (including legal expenses) in respect of the transactions contemplated by this Deed and all other expenses for the implementation of such transactions.

## **7. FURTHER ASSURANCE**

The parties shall execute, do and perform or procure to be executed, done and performed by other necessary parties all such further acts, agreements, assignments, assurances, deeds and documents as may be required effectively to give effect to the transactions contemplated under this Deed.

## **8. CONFIDENTIALITY**

8.1 Each of the parties undertakes to the others that it will not, at any time after the date of this Deed, divulge or communicate to any person other than to its professional advisers, or when required by law, or to its respective officers or employees whose province it is to know the same any confidential information concerning the business, accounts, finance or contractual arrangements or other dealings, transactions or affairs of any of the others which may be within or may come to its knowledge and it shall use its best endeavours to prevent the publication or disclosure of any such confidential information concerning such matters.

8.2 No disclosure or communication of any kind shall be made in respect of the subject matter of this Deed unless specifically agreed between the parties or unless an announcement is required to be made by the parties hereto pursuant to the

applicable laws and regulations, the applicable law and the regulations or the requirements of the Stock Exchange or any other regulatory body or authority. Any announcement by any party required to be made pursuant to any relevant law or regulation or the requirements of the designated stock exchange or any other regulatory body or authority shall be issued only after such prior consultation with the other party as is reasonably practicable in the circumstances.

## **9. NOTICES**

9.1 Each notice, demand or other communication given, made or serve under this Deed shall be in writing and delivered or sent to the relevant party by prepaid postage (by airmail if to another country), facsimile transmission or personal delivery to its address or fax number as set out below (or such other address or fax number as the addressee has by five (5) days' prior written notice specified to the other parties):

To the PRC Subsidiary:

Address :  
Attention : The board of directors

To Mr. Lai:

Address :

9.2 Each notice, demand or other communication given, made or serve under this Agreement shall be deemed to have been given and received by the relevant parties (i) within two (2) days after the date of posting, if sent by local mail; four (4) days after the date of posting, if sent by airmail; (ii) when delivered, if delivered by hand; and (iii) on despatch, if sent by facsimile transmission.

## **10. ASSIGNMENT**

This Deed shall enure to the benefit of and be binding on each party and its respective successors and permitted assigns provided that none of the parties hereto shall assign or transfer or purport to assign or transfer any of its rights or obligations hereunder without the consent of the other party hereto.

## **11. COUNTERPART**

This Deed may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of parties may execute this Deed by signing any such counterparts.

## **12. GOVERNING LAW AND JURISDICTION**

12.1 This Deed shall in all respects be governed by and construed in accordance with the laws of Hong Kong (“**Hong Kong**”) Special Administrative Region of the

People's Republic of China.

12.2 The parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.

12.3 Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623, Laws of Hong Kong) to enforce any of the terms of this Deed, and whether so provided in this Deed or not, no consent of third party is required for the amendment to (including the waiver or compromise of any obligation), rescission of or termination of this Deed.

IN WITNESS whereof this Deed has been duly executed by all parties hereto the day and year first above written.

**THE PRC SUBSIDIARY**

**EXECUTED as a DEED** )  
**SIGNED by** )  
 )  
for and on behalf of )  
 )  
深圳柏億實業投資有限公司 )  
 )  
in the presence of: )

MR. LAI

**EXECUTED as a DEED** )  
**SIGNED by** )  
 )  
**LAI LONG WAI** )  
 )  
in the presence of: )

**SCHEDULE 5**

**Form of the Debt Assignment**

**Dated** 2026

**FUTURE WORLD HOLDINGS LIMITED**

and

**LAI LONG WAI**

---

**DEED OF ASSIGNMENT**

---

**THIS DEED** is made on this [\*] day of [ ] 2026

**BETWEEN:**

- (1) **FUTURE WORLD HOLDINGS LIMITED**, a company established in the Cayman Islands with limited liability, whose shares are listed on the Main Board of the Stock Exchange (Stock Code: 572) and principal place of business in Hong Kong is at Room 10, 27/F, C C Wu Building, 302–308 Hennessy Road, Wan Chai, Hong Kong ("**Future World**"); and
- (2) **LAI LONG WAI**, holder of Hong Kong Identity Card No. K657057(2), of Flat G, 16/F., Block 1, Ho Shun Lee Building, 9 Fung Yau Street South, Yuen Long, who is an executive director and a substantial shareholder of Future World ("**Mr. Lai**").

**WHEREAS:**

- (A) On 21 December 2020, Huang Chuan as the borrower and Globally Finance as the lender entered into a loan agreement (the "**Loan Agreement A**"), pursuant to which Globally Finance agreed to make available to Huang Chuan a loan facility of up to HK\$25,000,000 at an interest rate of 5% per annum during the availability period of the Loan Agreement A. As at the date of this Deed, the total outstanding loan and interest receivables from Huang Chuan amounted to HK\$[17,057,665.00] (the "**Receivables A**").

On 21 December 2020, Weng Shiqing as the borrower and Globally Finance as the lender entered into a loan agreement (the "**Loan Agreement B**"), pursuant to which Globally Finance agreed to make available to Weng Shiqing a loan facility of up to HK\$28,300,000 at an interest rate of 6% per annum during the availability period of the Loan Agreement B. As at the date of this Deed, the total outstanding loan and interest receivables from Weng Shiqing amounted to HK\$[8,555,185.00] (the "**Receivables B**").

On 17 October 2022, Zhang Zhihui as the borrower and Globally Finance as the lender entered into a loan agreement (the "**Loan Agreement C**", together with the Loan Agreement A and Loan Agreement B, the "**Loan Agreements**"), pursuant to which Globally Finance agreed to make available to Zhang Zhihui a loan facility of up to HK\$15,000,000 at an interest rate of 6% per annum during the availability period of the Loan Agreement C. As at the date of this Deed, the total outstanding loan and interest receivables from Zhang Zhihui amounted to HK\$[16,137,127] (the "**Receivables C**", together with the Receivables A and the Receivables B as the "**Receivables**").

- (B) On 16 January 2026, Future World as the vendor (the "**Vendor**") and Mr. Lai as purchaser (the "**Purchaser**") entered into a conditional sale and purchase agreement (the "**Agreement**"), pursuant to which Future World agreed to sell, and Mr. Lai agreed to acquire certain listed securities together with the Receivables (the "**Acquisition**"). The consideration of HK\$[119,178,477] for the Acquisition shall be payable by Mr. Lai to Future World in the following manner: (i) as to HK\$[80,720,000] shall be payable by the Purchaser by procuring Rejoice Holdings to waive and set

off the Rejoice Outstanding Indebtedness (as defined in the Agreement) under the Rejoice Loan Agreement on a dollar-to-dollar basis upon Completion; (ii) as to the balance of HK\$[22,222,222] shall be payable by the Purchaser by way of waiver and set off the Lai Outstanding Indebtedness (as defined in the Agreement) under the Lai Loan Agreement (as defined in the Agreement) on a dollar-to-dollar basis upon Completion; and (iii) as to the remaining balance upon Completion, the net amount payable by Mr. Lai to the Company shall therefore be HK\$16,236,255 (the “**Net Payable**”) and Mr. Lai shall pay the Net Payable to the Company and/or its designated party(ies) within one year following the Completion.

(C) Future World hereby agrees to assign, and Mr. Lai hereby agrees to accept the assignment of the Receivables in accordance with the terms and conditions hereof.

**IT IS HEREBY AGREED** as follows:

## **1 DEFINITIONS AND INTERPREATION**

1.1 In this Deed, the following words shall have the following meanings:

<b>“Business Day”</b>	means a day (other than a Saturday or Sunday), on which banks are open in Hong Kong to the general public for business;
<b>“Completion Date”</b>	means the day on which all conditions precedent under Clause 3 have been satisfied;
<b>“Globally Finance”</b>	means Globally Finance Limited, a company incorporated in Hong Kong with limited liability and a wholly-owned subsidiary of Future World;
<b>“Hong Kong”</b>	means the Hong Kong Special Administrative Region of the People’s Republic of China;
<b>“HK\$”</b>	means Hong Kong dollars, the lawful currency of Hong Kong;
<b>“Listing Rules”</b>	means the Listing Rules of the Stock Exchange;
<b>“Loans”</b>	the loans drawn by Central Wealth under the Facility granted by Globally Finance to Central Wealth under the Loan Agreement;

<b>"Parties"</b>	means the named parties to this Deed and <b>"Party"</b> means any one of them;
<b>"Rejoice Holdings"</b>	means Rejoice Holdings Limited, a company incorporated in Hong Kong with limited liability and is wholly-owned by Mr. Lai;
<b>"Stock Exchange"</b>	means The Stock Exchange of Hong Kong Limited.

- 1.2 The Recitals form part of this Deed and shall have the same force and effect as if expressly set out in the body of this Deed and any reference to this Deed shall include the Recitals.
- 1.3 The headings are for convenience only and shall not affect the construction or interpretation of this Deed.
- 1.4 Except where the context otherwise requires words denoting the singular include the plural and vice versa; words denoting any one gender include all genders; words denoting persons include incorporations and firms and vice versa.
- 1.5 Reference to sections, sub-sections and paragraphs are (unless the context requires otherwise) to sections, sub-sections and paragraphs of this Deed.

## **2 ASSIGNMENT**

- 2.1 In consideration of HK\$[\*] payable by Mr. Lai to Future World, Future World, as the beneficial owner of the Receivables, hereby assigns and transfers to Mr. Lai or his nominee all its rights, title and interest to and in the Receivables on the Completion Date.
- 2.2 Future World covenants for the benefit of Mr. Lai or his nominee that the Receivables are free from encumbrances and are still owing in full to Future World and Future World has the power to assign the Receivables in the manner set out this Deed.
- 2.3 With effect from the Completion Date, Mr. Lai or his nominee shall have the rights to claim against each of the Debtors respectively in respect of the relevant amounts. Future World further acknowledges and confirms that it will procure Globally Finance to pay to Mr. Lai as assignee or as it may direct any of sums in respect of recovery of the Receivables upon receipt of any instructions or notices from Mr. Lai as assignee.
- 2.4 The consideration of HK\$[\*] for this assignment, shall be offset against part of the Rejoice Outstanding Indebtedness (as defined in the Agreement) and/or the Lai Outstanding Indebtedness (as defined in the Agreement) on a

dollar-to-dollar basis pursuant to the terms of the Agreement.

- 2.5 Mr. Lai or his nominee may not assign or transfer any of its rights or obligations under this Deed except with prior written consent of Future World.

### **3 CONDITIONS PRECEDENT**

The completion of this Deed is conditional upon the completion of the Acquisition.

### **4 COMPLETION**

- 4.1 Completion shall be deemed to take place on the day on which all conditions precedent under Clause 3 have been satisfied or waived.

### **5 REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS**

#### **5.1 Representations and Warranties**

Each Party severally represents that it has legal right, full power and authority to enter into this Deed and any other documents to be executed by such pursuant to or in connection with this Deed and the said documents when signed shall constitute legal, valid and binding obligations on it and enforceable in accordance with their terms.

#### **5.2 Undertakings**

Each Party severally undertakes to the other Parties that it will at all times duly comply with and perform its obligations under this Deed.

### **6 EVENT OF DEFAULT**

- 6.1 Each of the events or circumstances set out in the following sub-clauses of this Clause 6.1 is an event of default (the "**Events of Default**"):

(a) **Misrepresentation**

Any representation or statement made or deemed to be made by Mr. Lai in this Deed is or proves to have been incorrect or misleading in any material respect when made or deemed to be made. Nonetheless, no Event of Default will occur if the event or circumstance resulting in such representation or statement being incorrect or misleading is capable of remedy and is remedied within 10 days of the earlier of (i) Mr. Lai giving notice to Future World and (ii) Mr. Lai becoming aware of the occurrence of such event or circumstance; and

(b) **Insolvency**

Where Mr. Lai becomes insolvent, is unable to pay his debts, or fails or admits in writing his inability generally to pay his debts as they become

due.

## **7 ENFORCEMENT**

7.1 Subject to Clause 6 above, at any time on or after the occurrence of an Event of Default, Future World shall have the right in its absolute discretion to seek damages from Mr. Lai.

## **8 OTHER PROVISIONS**

### **8.1 Entire Agreement**

This Deed, together with any agreements or documents referred to herein, sets out the entire agreement and understanding between the Parties with respect to the subject matter contained herein and supersedes all prior agreements, understandings, negotiations and discussions (whether oral or written) and all previous agreements in relation to the subject matter contained herein are hereby terminated and shall have no further force or effect.

### **8.2 Successors and Assigns**

This Deed shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

### **8.3 Variation**

No variation of this Deed shall be effective unless in writing and signed by or on behalf of each Party.

### **8.4 Further Assurances**

At any time after the date of this Deed, each Party shall, and shall use all reasonable endeavours to procure (to the extent it is legally or contractually entitled to do so) that any necessary third party shall, execute such documents and do such acts and things as the other Parties may reasonably require for the purpose of giving to such Parties the full benefit and provisions of this Deed.

### **8.5 Costs**

All costs and expenses of each Party incurred in connection with the preparation, negotiation, execution and performance of this Deed shall be borne by each Party respectively.

### **8.6 Notices**

(a) Any notice or other communication in connection with this Deed shall be in writing in English or Chinese (traditional or simplified) (a "**Notice**") and

shall be sufficiently given or served if delivered or sent to Future World at Unit 612, Tai Yau Building, 181 Johnston Road, Wan Chai, Hong Kong, and to Mr. Lai at Flat G, 16/F., Block 1, Ho Shun Lee Building, 9 Fung Yau Street South, Yuen Long, or to such other addresses as the Parties may otherwise designate from time to time in writing.

- (b) Any Notice may be delivered by hand or, sent by prepaid post (airmail in the case of international service). Without prejudice to the foregoing, any Notice shall conclusively be deemed to have been received on 72 hours from the time of posting, if sent by post to an address within the same jurisdiction; or five (5) Business Days from the time of posting, if sent by post to an address outside the jurisdiction; or at the time of delivery, if delivered by hand.

#### 8.7 Invalidity

If any term in this Deed shall be held to be illegal, invalid or unenforceable, in whole or in part, under any enactment or rule of law, such term or part shall to that extent be deemed not to form part of this Deed but the legality, validity or enforceability of the remainder of this Deed shall not be affected.

#### 8.8 Counterparts

This Deed may be entered into in any number of counterparts, and by different Parties on separate counterparts, and any Party may enter into this Deed by executing any such counterpart, but this Deed shall not be effective until each Party has executed at least one counterpart. Each counterpart when so executed and delivered shall be an original, but all of them taken together shall constitute one and the same instrument.

#### 8.9 Governing Law and Submission to Jurisdiction

- (a) This Deed shall be governed by and construed in accordance with the laws of Hong Kong.
- (b) Each Party irrevocably agrees that the courts of Hong Kong are to have non-exclusive jurisdiction to settle any disputes that may arise out of or in connection with this Deed and the documents to be entered into pursuant to this Deed. All Parties irrevocably submit to the non-exclusive jurisdiction of such courts and waive any objection to proceedings in any such courts on the ground of venue or on the ground that proceedings have been brought in an inconvenient forum.
- (c) No term or provision of this Deed is enforceable under the Contracts (Rights of Third Parties) Ordinance, Chapter 623 of the laws of Hong Kong by a person who is not a party to this Deed.

**IN WITNESS WHEREOF** the Parties hereto have executed this Deed as a deed the day and year first above written.

**EXECUTED** as a deed )  
for and on behalf of )  
**FUTURE WORLD HOLDINGS** )  
**LIMITED** )  
and SIGNED by )

Name: \_\_\_\_\_  
Title: Director

\_\_\_\_\_  
Signature of witness

\_\_\_\_\_  
Name of witness (block letters)

**SIGNED, SEALED and DELIVERED** )  
by **LAI LONG WAI** )  
in the presence of: )

-----  
Signature of witness

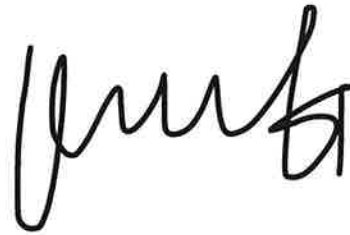
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Name of witness (block letters)



IN WITNESS WHEREOF this Agreement has been executed on the day and year first above written.

**THE VENDOR**

SIGNED by WANG QIAN )  
for and on behalf of )  
FUTURE WORLD HOLDINGS LIMITED )  
in the presence of: )



**THE PURCHASER**

SIGNED by )  
LAI LONG WAI )  
in the presence of: )

IN WITNESS WHEREOF this Agreement has been executed on the day and year first above written.

**THE VENDOR**

**SIGNED** by )  
for and on behalf of )  
**FUTURE WORLD HOLDINGS LIMITED** )  
in the presence of: )

**THE PURCHASER**

**SIGNED** by )  
**LAI LONG WAI** )  
in the presence of: )

