

Provisional Agreement for Sale and Purchase

- (A) **CERANA LIMITED** (Business Registration No.69745590), a company incorporated in Hong Kong with its registered office at Suite 1506, 15th Floor, The L Plaza, 367-375 Queen' s Road Central, Hong Kong (the "**Vendor**"); and
- (B) **SUKIE LIMITED 樹田有限公司** (Business Registration No.39847168), a company incorporated in Hong Kong with its registered office at Suite 1218, Prince's Building, 10 Chater Road, Central, Hong Kong (the "**Purchaser**").

THE PARTIES HERETO AGREE AS FOLLOWS:

1. The Property

Subject to the terms and conditions of this Provisional Agreement, the Vendor agrees to sell and the Purchaser agrees to purchase All Those pieces or parcels of ground respectively registered at the Land Registry as The Remaining Portion of Section F of Inland Lot No.863, Section E of Inland Lot No.863 and The Remaining Portion of Section D of Inland Lot No.863 Together with the messuages erections and buildings thereon now known as Nos.94, 96 and 98 Bonham Strand, Hong Kong (collectively the "**Property**").

2. The Purchase Price

The purchase price of the Property is **HK\$195,000,000.00** (the "**Price**") which shall be paid in the following manner:

- (i) a sum of **HK\$9,750,000.00** representing five percent (5%) of the Price shall be paid by the Purchaser to Messrs. Vincent T.K. Cheung, Yap & Co. (the "**Vendor's Solicitors**") upon signing of this Provisional Agreement for Sale and Purchase which sum shall be applied towards the payment of initial deposit upon the Vendor's acceptance of the terms herein to sell the Property to the Purchaser;
- (ii) a further deposit for the sum of **HK\$9,750,000.00** representing five percent (5%) of the Price (which together with the initial deposit shall constitute ten percent (10%) of the Price) shall be paid by the Purchaser to the Vendor' s Solicitors on or before **7 August 2026**; and
- (iii) the remaining balance of the Price for the sum of **HK\$175,500,000.00** shall be paid by the Purchaser at or before 5:00 p.m. on the Completion Date (as defined below).

All payments payable under this Clause 2 shall be made by cashier order(s).

3. Signing of Formal Agreement for Sale and Purchase

The formal Agreement for Sale and Purchase of the Property (the "**Formal Agreement**") shall be signed on or before **7 August 2026**.

4. Completion

Completion of sale and purchase of the Property shall take place at the office of the Vendor's Solicitors at or before 5:00 p.m. on 9 October 2026 (the "**Completion Date**").

5. No Sub-Sale

The Purchaser shall not be entitled to sub-sell the Property or any part or parts thereof or any interest therein or to assign the benefit or enter into any agreement so to do or nominate a nominee to take up the assignment of the Property or allow any change in its shareholding and upon completion, the Vendor shall not be obliged to assign the Property to any person other than the Purchaser nor be required to execute more than one assignment of the Property agreed to be sold as a whole.

6. No Warranty

- (a) The Vendor gives no warranty whatsoever as to whether the Property or any of them is included in any layout plans (drafts or approved) under the Town Planning Ordinance (Cap.131) or is subject to any notices or orders under the Mass Transit Railway (Land Resumption and Related Provisions) Ordinance (Cap.276), the Lands Resumption Ordinance (Cap.124), the Urban Renewal Authority Ordinance (Cap.370) or any other relevant Ordinances for the time being in force.
- (b) The Vendor gives no representation or warranty as to whether any unauthorized/illegal structure exists in or forms as part of the Property and no objection or requisition shall be raised by the Purchaser in respect of the existence of any unauthorized/illegal structure or alteration existing in or otherwise affecting the Property and the Purchaser shall purchase and be bound to complete the purchase of the Property.

7. As is Basis

- (a) The Purchaser hereby agrees and is fully aware that the Property is and will be sold to it on an "as is" basis and in the then existing state and condition and the Purchaser shall not make any objection or requisition in connection with the state and condition of the Property, the legality of any structure or facility therein or thereof or as to whether the Property contains or is affected by any unauthorized or illegal structures, partitions or alterations.
- (b) Notwithstanding anything to the contrary herein contained, the Purchaser hereby expressly declares and confirms that it has and shall be deemed to have duly inspected the Property (whether or not the Purchaser has in fact inspected the same) prior to the date of this Provisional Agreement and is fully satisfied with and accepts in all respects the existing physical state and condition of the Property or any of them and is fully aware that it is purchasing the Property in its present physical state and condition. No warranty or representation whatsoever has been given or is made by the Vendor or anyone on their behalf as regards the following

- (i) the physical state and condition, quality or fitness of the fixture, fittings and finishes or the installations and appliances (if any) incorporated in the Property;
- (ii) the physical state and condition and legality of the Property and the building of which the Property forms part;
- (iii) the actual user or the permitted user and the area of the Property or the possibility of any redevelopment or any potential redevelopment of the Property;
- (iv) the area, the gross floor area or the boundary of the Property;
- (v) whether the Property encroaches onto the adjacent land or building or any adjacent land or building encroaches onto the Property;
- (vi) whether the Property enjoys any easements or rights of way or similar appertaining rights or is adversely affected by any easements or rights of way or similar appertaining rights;
- (vii) whether the existing state and condition of the Property or any part thereof is in compliance with the Government Lease or the approved building plans and any subsequent amendments or alterations thereto approved by the Building Authority relating to the Property (the "Plans") and/or any legislation and regulation; and
- (viii) whether the existing user of the Property is in accordance or in compliance with the permitted user under the Government Lease or the Plans or the Buildings Ordinance (Cap.123) and/or its subsidiary legislation or regulation and/or other legislation or regulation.

8. Vacant Possession

The Vendor shall deliver vacant possession of the Property to the Purchaser upon completion in the then existing state and condition.

9. Title to the Property

The Vendor shall at its own costs and expenses prove and give a good title to the Property in accordance with Section 13 and Section 13A of the Conveyancing and Property Ordinance (Cap.219).

10. Purchaser' s Default

- (a) Should the Purchaser (other than due to the Vendor's default) fail to complete the purchase of the Property in accordance with the terms and conditions herein contained or to make the payments in accordance with the provision of the aforesaid Clause 2, the Vendor may serve a written notice on the Purchaser to forthwith determine this Provisional Agreement.

(b) Upon the determination of this Provisional Agreement, all deposits paid by the Purchaser shall be absolutely forfeited to the Vendor but without prejudice to any other rights and remedies of the Vendor. The Vendor shall also be entitled to :-

- (i) enter into and upon the Property and repossess the same if possession shall have been given to the Purchaser free from any right or interest of the Purchaser therein and resell the same to anyone on such terms and conditions and in such manner as it thinks fit; and
- (ii) register at the Land Registry an instrument signed by the Vendor alone evidencing such determination or rescission as aforesaid of the sale of the Property and to vacate the registration of this Provisional Agreement if this Provisional Agreement shall have been registered at the Land Registry against the Property.

11. Vendor' s Default

Should the Vendor (other than due to the Purchaser's default) fail to complete the sale of the Property in accordance with the terms and conditions hereof, the deposits paid by the Purchaser to the Vendor pursuant to this Provisional Agreement shall be returned to the Purchaser in full forthwith who shall also be entitled to recover from the Vendor damages which the Purchaser may sustain by reason of such failure on the part of the Vendor and it shall not be necessary for the Purchaser to tender an assignment to the Vendor for execution.

12. Specific Performance

Nothing in this Provisional Agreement 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 Provisional Agreement either in lieu of the aforesaid damages or in addition to such damages as the party bringing such action may have sustained by reason of the breach by the other party to this Provisional Agreement and it shall not be necessary for the Purchaser to tender an Assignment to the Vendor for execution before bringing such action for specific performance.

13. Listing Rules Compliance

As the Purchaser is an indirect wholly-owned subsidiary of National Electronics Holdings Limited (HKEX Stock Code: 213) ("**National Electronics**"), the purchase transaction contemplated under this Provisional Agreement and/or the Formal Agreement is subject to the requirements under the Rules Governing the Listing of Securities on the Stock Exchange of Hong Kong Limited as applicable to National Electronics.

14. Stamp Duty

- (a) All ad valorem stamp duties and land registration fees payable on this Provisional Agreement, the Formal Agreement and the subsequent

assignment shall be borne and paid by the Purchaser absolutely and the Purchaser shall keep the Vendor fully indemnified in respect thereof. In the event of the consideration stated in this Provisional Agreement, the Formal Agreement and/or the assignment being not accepted by the Collector of Stamp Revenue as representing the true value of the Property hereby agreed to be sold and purchased the excess stamp duty being charged in accordance with his valuation of the Property shall also be paid by the Purchaser solely and the provisions of this Clause shall survive completion of the sale and purchase herein.

- (b) The Property is non-residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance (Cap.117).

15. Legal Costs

Each party shall bear and pay its own legal costs.

16. Third Party Interest

Notwithstanding any other provisions of this Provisional Agreement, a person who is not a party to this Provisional Agreement shall not have any right under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce any provisions of this Provisional Agreement.

17. Time of the Essence

Time shall in every respect be of the essence in this Provisional Agreement.

18. Governing Law and Jurisdiction

This Provisional Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("Hong Kong"). The parties hereto agree to submit to the non-exclusive jurisdiction of Hong Kong court.

19. Estate Agent

CBRE Limited is the estate agent under this transaction.

20. Deadline for Acceptance

The offer of the Purchaser to purchase the Property contained in this Provisional Agreement (the "Offer") is only available for acceptance by the Vendor until 5:00 pm on 17 July 2026 ("Deadline"). If the Purchaser or the Purchaser's solicitors, Johnson Stokes & Master ("Purchaser's Solicitors") fail to receive the counterpart copy of this Provisional Agreement duly signed by the Vendor at or before Deadline, the Offer shall lapse and cease to have any legal effect and shall no longer be acceptable by the Vendor and in such case, the Vendor shall before the Deadline also return the two (2)

copies of Provisional Agreement as signed by the Purchaser together with the cashier's order enclosed therein, to the Purchaser or Purchaser's Solicitors for cancellation.

Date this 17th day of July 2026

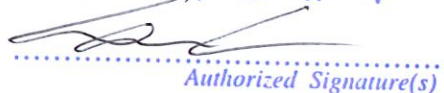
For and on behalf of
CERANA LIMITED



.....
Authorized Signature(s)

Cerana Limited
as Vendor

For and on behalf of
SUKIE LIMITED
樹田有限公司


.....
Authorized Signature(s)

Sukie Limited
as Purchaser

RECEIVED the cashier order in the sum of HK\$9,750,000.00 being the sum payable by the Purchaser under the aforesaid Clause 2(i) .

For and on behalf of
CERANA LIMITED



.....
Authorized Signature(s)