

THIS AGREEMENT is made the 7th day of December 2021

BETWEEN

- (1) **GOLDEN PROPERTIES (PACIFIC) LIMITED** a company incorporated under the laws of British Virgin Islands with Company Number 2005524 and having its registered office at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands ("the Vendor") and
- (2) **POWER SAGE ENTERPRISES LIMITED (威賢企業有限公司)** a company incorporated under the laws of British Virgin Islands with Company Number 2074684 and having its registered office at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands ("the Purchaser").

WHEREBY IT IS AGREED by and between the parties hereto as follows:-

1. The Vendor shall sell and the Purchaser shall purchase the land described in the First Schedule hereto ("the Property") for the residue of the term of years with the right of renewal (if any) created by or (as the case may be) for the entitlement to a government lease under the Government Lease referred to in the First Schedule hereto ("the Government Lease") absolutely.
2.
 - (a) The purchase price for the Property is the sum set out in Part I of the Second Schedule hereto ("the Purchase Price") which shall be paid and satisfied by the Purchaser in manner set out in Part II of the Second Schedule hereto.
 - (b)
 - (i) In respect of each payment of the balance of Purchase Price or any part thereof required to be made hereunder, the party making such payment ("the Payer") shall deliver to the party to whom such payment is to be made ("the Payee") on the date on which such payment is required to be made hereunder a cashier's order issued by a licensed bank in Hong Kong or a solicitor's cheque drawn on a licensed bank in Hong Kong in favour of the Payee for the relevant amount.
 - (ii) Where the Purchase Price or any part thereof is required to be applied by the Payee to discharge an existing mortgage, charge or incumbrance, or to pay any person(s) who will be a party to the assignment on completion of the sale and purchase herein, the Payee or the Payee's solicitors shall be entitled, by giving the Payer or Payer's solicitors prior notice in writing, to require the Payer to split such payment and the Payer or Payer's solicitors will deliver to the Payee's solicitors one or more cashier's order(s) or solicitors' cheque(s) issued in favour of the person(s) or party(ies) entitled to such payment(s) under this Agreement and a separate cashier's order or solicitor's cheque in favour of the Payee for the balance. The provisions of paragraph (i) above shall apply to such cashier's orders or solicitors' cheques.
 - (iii) A Payer shall not be deemed to have discharged the obligation to make payment hereunder unless in making such payment, the Payer also complies with the provisions of this Clause.

3. On completion, the Vendor as beneficial owner shall execute a proper Assignment of the Property to the Purchaser or the Purchaser's nominee(s) or sub-purchaser(s) in accordance with this Agreement but otherwise free from all encumbrances and thereafter deliver the same to the Purchaser or the Purchaser's nominee(s) or sub-purchaser(s).
4. It is an essential condition of this Agreement that vacant possession of the Property together with all existing fixtures and fittings (including but not limited to air-conditioning, carpets, main door, room partitions and lightings) shall be delivered and given to the Purchaser on the date of completion.
5. Time shall in every respect be of the essence of this Agreement.
6. The Vendor shall assign the Property as beneficial owner.
7. The Property is sold subject to and with the benefit of the matters described in the Third Schedule hereto.
8.
 - (a) The Vendor hereby declares that the Property is now only charged by the Vendor to Standard Chartered Bank (Hong Kong) Limited (hereinafter called "the Lender") under a Tripartite Legal Charge **registered in the Land Registry by Memorial No.20051400820026** (hereinafter called "the Mortgage").
 - (b) The Vendor shall at its own costs and expenses discharge the Property from the Mortgage and obtain a duly executed Discharge or Release thereof on or before completion. The duly executed Discharge or Release shall be delivered to the Purchaser together with documentary proof of due execution thereof within 21 days after completion.
 - (c) The Vendor undertake that he shall not after signing hereof assign, create any first or second legal charge or mortgage, further charge, lien, tenancy, lease or otherwise dispose of or part with possession of the Property or any part thereof or agree to do so.
9. The Purchaser hereby confirms that the Purchaser has viewed the Property. The Property is and will be sold on an "as is" basis.
10. The parties hereto hereby declare that they fully understand and acknowledge that no date other than the date of the agreement for sale referred to in Clause 1 in the Fifth Schedule hereto ("the Provisional Agreement") (which date will be completed in the I.R.S.D. Forms for stamping purpose of this Agreement and/or the Assignment made pursuant to this Agreement, as the case may be) may be claimed as the relevant date for valuation of the Property once this Agreement and/or the Assignment made pursuant to this Agreement has/have been submitted for stamping.
11.
 - (a) Each party shall pay his own Solicitors' costs of and incidental to the preparation, approval and completion of this Agreement and the Assignment made pursuant to this Agreement Provided however that if the Purchaser shall sub-sell the Property or any part or parts thereof to any sub-purchaser(s) at a

price or for a total price higher than the Purchase Price mentioned herein or if the Purchaser shall require the Vendor to execute more than one assignment in respect of the Property each dealing with part of the Property and part of the Vendor's interest therein instead of one single assignment dealing with the entirety of the Property on completion, then the increase in costs (if any) charged by the Vendor's Solicitors for approving such assignment or assignments at half scale charge shall be borne by the Purchaser.

- (b) All land registration fees and ad valorem stamp duty payable in connection with this sale and purchase (including (i) the land registration fees and ad valorem stamp duty payable on the agreement for sale (if any) referred to in Clause 1 in the Fifth Schedule hereto and this Agreement and (ii) the land registration fee and stamp duty payable on the Assignment made pursuant to this Agreement) shall be borne by the Purchaser absolutely. The Purchaser shall indemnify and keep the Vendor indemnified against any losses, damages, claims, proceedings, costs and expenses (including without limitation legal costs and expenses) and penalties which the Vendor may suffer or incur through, arising from or in connection with any such stamp duty not being fully and/or punctually paid by the Purchaser. This Clause shall survive completion.

12. There are incorporated into this Agreement as if they were herein written the conditions respectively on the part of the Vendor and the Purchaser set out in Part A of the Second Schedule to the Conveyancing and Property Ordinance, Cap.219 of the Laws of Hong Kong ("the Ordinance") unless they are inconsistent with the provisions herein in which event the provisions herein shall prevail.

- 13. (a) The Vendor shall give title to the Property in accordance with Section 13A of the Conveyancing and Property Ordinance (Cap.219).
- (b) The Vendor shall prove title to the Property in accordance with Section 13 of the Conveyancing and Property Ordinance (Cap.219) at his own expense and he shall at the like expense make and furnish to the Purchaser such certified copies of any deeds or documents of title, wills and matters of public record as may be necessary to prove such title. The costs of verifying the title by inspection and examination including search fees shall be borne by the Purchaser who shall also if he requires certified copies of any documents in the Vendor's possession relating as well to the Property as to other property retained by the Vendor pay the costs of such certified copies.

13A Such of the documents of title as are required for the purpose of giving title to the Property shall be delivered to the Purchaser on completion. All other documents of title in the possession of the Vendor shall be retained by the Vendor who shall, if so required on completion of the sale, give to the Purchaser a covenant for safe custody thereof and for production and delivery of certified copies thereof to be prepared by the Purchaser.

13B Any requisition or objection in respect of the title shall be delivered in writing to the Vendor's solicitors within seven (7) business days after the date of receipt of the title deeds in respect of the Property by the Purchaser's Solicitors and any further

requisition or objection arising upon any reply to a former requisition shall be delivered in writing to the Vendor's solicitors within seven (7) business days after the date of receipt of such reply by the Vendor's solicitors to the Purchaser's solicitors, otherwise the same shall be deemed waived. If the Purchaser shall make and insist on any objection or requisition in respect of the title conveyance or any matter appearing on the title deeds or otherwise which the Vendor shall be unable or (on the grounds of difficulty, delay or expense or any other reasonable ground) unwilling to remove or comply with, the Vendor shall notwithstanding any previous negotiation or litigation be at liberty on giving to the Purchaser's solicitors not less than five business days' notice in writing before completion to annul the sale in which case, unless the objection or requisition shall have been in the meantime withdrawn by the Purchaser, the sale shall at the expiration of the notice be annulled the Purchaser being in that event entitled to a return of all deposits paid by the Purchaser hereunder forthwith but without costs or compensation and, if that return is made within 7 days, without interest.

14. Completion of the sale and purchase shall take place at the offices of the Vendor's solicitors at or before 5:00 p.m. on the date set out in Part III of the Second Schedule hereto.
15.
 - (a) The Vendor declares that he has no actual knowledge of and has not received any notice or order under the Lands Resumption Ordinance (Cap.124) or the Mass Transit Railway (Land Resumption and Related Provisions) Ordinance (Cap.276) or any form of notice or order of a similar nature under any other Ordinances the implementation of which would materially affect the occupation or enjoyment of the Property and that he has no actual knowledge whatsoever whether the Property is included in or affected by any lay-out plans (draft or approved) under the Town Planning Ordinance (Cap.131
 - (b) The Vendor hereby declares that the Vendor has not received and is not aware of there being any notice and/or order from any Government or other competent authority or the Manager or the Owners' Committee or the Owners' Incorporation of the Building of which the Property form part requiring the Vendor to repair demolish or reinstate any part of the Property. The Vendor hereby undertakes to notify the Purchaser forthwith upon receipt of any of the aforesaid notices or orders.
 - (c) The Vendor hereby declares that the Vendor has not received and is not aware of there being any notice and/or order and/or Direction from any Government or other competent authority or the Manager or the Owners' Committee or the Owners' Incorporation of the Building requiring the Vendor as one of the co-owners of the Building of which the Property form part to effect repair to any common part or common facilities of the Building. The Vendor hereby undertakes to notify the Purchaser forthwith upon receipt of any of the aforesaid notices or orders or Directions.
16.
 - (a) The Purchaser shall on completion and upon production of the relevant receipt(s) or documentary evidence acceptable to the Manager of the building of which the Property forms part to effect the transfer of such deposits without requiring production of original receipts of such deposits pay to the Vendor the management fee deposit, public water deposit, public utility deposit, public

electricity deposit paid or contributed by the Vendor in respect of the Property provided that such deposits are held by the manager or the management committee of the incorporated owners or the owners' committee of the building under and by virtue of the Deed of Mutual Covenant and Management Agreement, Supplemental Deed of Mutual Covenant and Management Agreement and Sub-Deed of Mutual Covenant and Management Agreement referred to in Third Schedule hereof and are still subsisting and transferable by the Vendor to the Purchaser on completion.

- (b) All outgoings (including but not limited to rates, government rent and management fees) will be discharged by the Vendor up to and inclusive of the actual day of completion and as from but exclusive of that day all outgoings (including but not limited to rates, government rent and management fees) in respect of the Property will be discharged by the Purchaser and all current rents and outgoings shall, if necessary, be apportioned between the Vendor and Purchaser on completion.
- (c) For the purpose of this clause, the Vendor shall procure his Solicitors to deliver the draft apportionment account together with all relevant receipts to the Purchaser's Solicitors for approval at least 3 business days before completion.

17. Immediately after the signing of this Agreement, the Property shall as between the Vendor and the Purchaser be at the Purchaser's risk.

18. The Vendor and the Purchaser agree and authorise their respective solicitors to complete the transaction on the basis of cross undertakings in the form from time to time recommended by the Law Society of Hong Kong with such variations thereto as they may agree.

19. It is hereby agreed by the parties hereto that for the purpose of enabling the Purchaser to approve title and raise requisitions in respect of the title and the Property, if the Purchaser shall request from the Vendor any certified copies of title deeds or documents in respect of the Property which do not relate exclusively to the Property and were registered in the Land Registry and the Vendor has an obligation hereunder to provide to the Purchaser, the Purchaser shall accept the production by the Vendor or the Vendor's solicitors copies of such title deeds or documents to the Purchaser's solicitors for their perusal at least 7 business days before completion Provided that an undertaking is given to the Purchaser or the Purchaser's solicitors to provide such certified copies to the Purchaser's solicitors within 30 days after completion. Subject to the Vendor's compliance of this clause 19, the failure of the Vendor to furnish certified copies of such title deeds or documents to the Purchaser on the Completion Date shall not entitle the Purchaser to refuse to complete the sale and purchase of the Property.

20. The Vendor and the Purchaser hereby agree that the terms and conditions, if any, set out in the Fourth Schedule hereto shall apply to this Agreement and shall be deemed to be incorporated herein.

21. Each party hereto hereby warrants and represents to and undertakes with the other that the name, address and the number of identification document/Business Registration number (as the case may be) of such party as specified on page 1 of this Agreement and the information specified in the Fifth Schedule to this Agreement are in all respects accurate to

the best knowledge of such party and such party undertakes to fully indemnify the other against all losses damages costs claims demands actions and proceedings incurred or suffered by or made or taken against the other party as a result of any breach of the aforesaid warranty representation and/or undertaking. It is hereby agreed that this Clause shall survive notwithstanding completion.

22. (a) If the Purchaser shall (other than due to the default of the Vendor) fail to complete the purchase in accordance with the terms and conditions of this Agreement:-
- (i) all sums paid by the Purchaser by way of deposit under items (a) and (b) of Part II of the Second Schedule hereto shall be forfeited to the Vendor; and
 - (ii) the Vendor may determine this Agreement without the need to tender an assignment to the Purchaser.
- (b) Upon determination of this Agreement pursuant to this clause, the Vendor may resell the Property either by public auction or private contract or in such other manner as the Vendor may in his discretion deem fit and subject to such stipulations as the Vendor may think fit and any increase in price on a resale shall belong to the Vendor. On a resale, any deficiency in price shall be made good and all reasonable expenses attending such resale shall be borne by the Purchaser and such deficiency and expenses shall be recoverable by the Vendor.
- (c) On the exercise of the Vendor's right to determine this Agreement as aforesaid the Vendor shall have the right, if this Agreement shall have been registered at the Land Registry, to register at the Land Registry an instrument signed by the Vendor alone evidencing determination of the sale of the Property as aforesaid.
- (d) This Clause shall not preclude or be deemed to preclude the Vendor from taking other steps or remedies to enforce the Vendor's rights under this Agreement or otherwise.

23. On the exercise of the Vendor's right to determine and/or rescind this Agreement/this sale pursuant to Clause 22 above, the Vendor shall have the right, if this Agreement shall have been registered at the Land Registry, to register at the Land Registry an instrument signed by the Vendor alone evidencing such determination and/or rescission of the sale of the Property (and the Fixtures and the Furniture).

24. Where two or more persons are comprised in the expressions "the Vendor" and/or "the Purchaser" the agreements herein contained shall be deemed to be made by such persons jointly and severally.

25. In this Agreement, unless the contrary intention appears:-

- (a) the expressions specified below shall have the following meanings attributed to them:-
 - (i) "business day" - a day on which licensed banks are open for normal banking business in Hong Kong but excludes a Saturday, Sunday, Public Holiday and a day when typhoon signal No.8 or above or black

rainstorm signal is hoisted in Hong Kong at any time during business hours.

- (ii) "business hours" - 9:00 a.m. to 5:00 p.m..
- (iii) "Hong Kong" - the Hong Kong Special Administrative Region of the People's Republic of China.

- (b) If any of the date or dates stipulated herein for payment or for completion shall fall on a day which is not a business day or shall fall on a day when typhoon signal No.8 or above or black rainstorm signal is hoisted in Hong Kong at any time during business hours, such date or dates for payment or completion (as the case may be) shall automatically be postponed to the next business day.

26. (a) This Agreement shall be governed by the laws of Hong Kong.
- (b) The parties hereto irrevocably submit to the non-exclusive jurisdiction of the Hong Kong Courts for the purposes of all proceedings arising out of or in connection with this Agreement or any documents executed pursuant to this Agreement but the submission of the Purchaser to the non-exclusive jurisdiction of the Hong Kong Courts shall not restrict the right of the Vendor to take proceedings against this Agreement in any other courts having, claiming or accepting jurisdiction over the Purchaser or its assets or the Property, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdiction whether concurrently or not.
- (c) Notwithstanding and without prejudice to any other effective mode of effecting service of process on the Vendor/the Purchaser issued under this Agreement, the Vendor/the Purchaser irrevocably appoints the Vendor/solicitors/the Purchaser's solicitors respectively to be its agent for the purpose of accepting service of process issued under this Agreement on behalf of the Vendor/the Purchaser.

27. The Vendor hereby agrees that after the signing of this Agreement, the Purchaser or the Purchaser's mortgagee bank or their representatives shall have the right to inspect the Property upon prior appointment has been made with the Vendor :-

- (a) once prior to the date of completion; and
- (b) once on the date of completion for the purpose of verifying delivery of vacant possession of the Property.

28. Nothing in this Agreement, whether expressed or implied, is intended to, or will, confer on any person any benefit or any right to enforce any terms which such person would not have but for the Contracts (Rights of Third Parties) Ordinance (Cap.623).

29. The parties hereto agree that in the event that any of the following events takes place on or prior to the date of completion:-

- (a) The Vendor and/or the Purchaser (or in the case of a corporation, such number of its directors sufficient to cause a quorum of a directors' meeting not being able to be constituted) is/are:-

- (i) ordered or required to be hospitalized, isolated or quarantined or to be placed under medical surveillance under the Prevention and Control of Disease Ordinance (Cap.599) (“PCDO”) or its subsidiary regulations or other similar legislation/government policy for having contracted or having been exposed to the risk of contracting any of the scheduled infectious diseases as specified in PCDO and such order or requirement not having been cancelled or withdrawn at least seven (7) business days before the date of completion; or
 - (ii) ordered or required by the applicable laws or regulations to be hospitalized, isolated or quarantined for a similar reason referred to in (i) above in any place outside Hong Kong and such order or requirement not having been cancelled or withdrawn at least seven (7) business days before the date of completion; or
 - (iii) prohibited under PCDO or its subsidiary regulations or other similar legislation/government policy from gaining admission into Hong Kong by reason of public health or prevention of the spread of any of the scheduled infectious diseases aforesaid and such prohibition not having been cancelled or withdrawn at least seven (7) business days before the date of completion; or
- (b) All the office(s) of the Vendor’s solicitors and/or the Purchaser’s solicitors is/are ordered or required to be closed, isolated or quarantined under PCDO or its subsidiary regulations or other similar legislation/government policy and such order or requirement not having been cancelled or withdrawn at least seven (7) business days before the date of completion; or
- (c) All the office(s) of the Vendor’s solicitors or the Purchaser’s solicitors is/are ordered or required to be closed under the Public Order Ordinance (Cap.245) or its subsidiary regulations or other similar legislation/government policy and such order or requirement not having been cancelled or withdrawn at least seven (7) business days before the date of completion;

the date of completion shall automatically be postponed to the 7th business day after the date on which (as the case may be):-

- (i) the Vendor or the Purchaser (or in the case of a corporation, all the directors of the corporation or sufficient of them to constitute a quorum at a directors’ meeting) is/are discharged from hospital and is/are no longer required to be so isolated, quarantined or placed under medical surveillance and is/are not prohibited from gaining admission into Hong Kong (whenever applicable); or
- (ii) any of the office(s) of the Vendor’s and/or the Purchaser’s solicitors is/are re-opened again; or
- (iii) the aforesaid order requirement or prohibition referred to (a) above is cancelled or withdrawn.

PROVIDED ALWAYS THAT either party upon receipt or becoming aware of any of the aforesaid order, requirement or prohibition referred to (a) above shall forthwith notify the other party in writing with production of reasonable documentary evidence in support of the same.

30. In the event of the Vendor failing (other than due to the default of the Purchaser) to complete the sale in accordance with the terms hereof, all deposits paid by the Purchaser to the Vendor pursuant to the provisions of this Agreement shall be returned to the Purchaser forthwith in full 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.

31. Nothing in this Agreement shall be so construed as to prevent either the Vendor or the Purchaser from bringing an action and obtaining an order for specific performance of this 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 Agreement.

32. Save and except the Mortgage, the Vendor hereby warrants declares and confirms that the Vendor is the legal and beneficial owner of the Property and that no third party has any right or interest whatsoever, whether legal or equitable, in the Property. The Vendor hereby further declares and confirms that the Vendor has the absolute right and interest in the Property and the Property was purchased with the Vendor's own monies and the mortgage loan (if any) was and will be repaid by the Vendor with the Vendor's own monies. In the event of any third party claims to the Property whether legal or equitable, the Vendor shall forthwith return all the deposits and moneys paid hereunder to the Purchaser and without prejudice to the Purchaser's right to claim against the Vendor for all losses and damage sustained by the Purchaser by reason of the Vendor's failure or inability to complete the sale in accordance with the terms hereof and it shall not be necessary for the Purchaser to tender an Assignment to the Vendor for execution.

33. The Vendor hereby declares that the Vendor is a corporation incorporated in the British Virgin Islands under the laws of the British Virgin Islands and is not registered under Part XI of the Companies Ordinance of Hong Kong SAR. The Vendor hereby undertakes to produce to the Purchaser's Solicitors within seven business days after the actual day of completion of the sale and purchase of the Property (i) a Certificate of Incumbency dated not more than two business days before the actual day of completion confirming the Director(s) and Shareholder(s) of the Company, (ii) a Certificate of Good Standing of the Vendor dated not more than two business day before the actual day of completion, (iii) a copy of its Memorandum and Articles of Association, (iv) a certified copy of the Board Resolution authorizing the execution of the Assignment of the Property and the affixing of the Common Seal of the Vendor and (v) an original of the signed legal opinion dated the actual date of completion given by a practicing British Virgin Islands lawyer to prove that :-

- (1) the Vendor is validly incorporated and subsisting as a legal entity and has full legal capacity to hold and sell the Property;
- (2) the Vendor is in good standing; and

- (3) the execution of the Assignment pursuant to the said Board Resolution is valid and binding on the Vendor.

Scanned copies of the said items (i) to (v) shall be provided to the Purchaser before 3:00 p.m. on the Completion Date.

34. Notwithstanding anything to the contrary hereinbefore contained, if the sale and purchase shall not be completed by reason of any default on either party, the defaulting party shall be responsible to pay all ad valorem stamp duty chargeable on this Agreement and/or on any instruments relating to the Property and also all the estate agent's commissions and shall keep the non-defaulting party fully indemnified in respect thereof.

35. Notwithstanding anything herein to the contrary, in the event that the transaction herein was not completed due to any title problem in respect of the Property, the Vendor and the Purchaser shall not be liable to pay any commission and/or compensation to the estate agent.

FIRST SCHEDULE

1. The Property -

(a) Description, address, lot number, sections, undivided shares etc.:

- (i) ALL THOSE 58 equal undivided 2,119th parts or shares of and in ALL THOSE pieces or parcels of ground respectively registered in the Land Registry as THE REMAINING PORTION OF SECTION A OF INLAND LOT NO.2755 and THE REMAINING PORTION OF INLAND LOT NO.2755 (the "Lot") And of and in the messuages erections and buildings thereon now known as "CAPITAL CENTRE (資本中心)", No.151 Gloucester Road, Hong Kong (formerly known as (1) AXA CENTRE (安盛中心), No.151 Gloucester Road; (2) AXA CENTRE (國衛中心), No.151 Gloucester Road; (3) NATIONAL MUTUAL CENTRE, No.151 Gloucester Road; (4) TIAN AN CENTRE, No.151 Gloucester Road and (5) CARRIAN CENTRE, Nos.150, 151, 152, 153, 154, 155, 156, 157, 158 and 159 Gloucester Road, Nos.245, 247, 249, 251, 253 and 255 Jaffe Road and Nos.7, 9 and 11 Tonnochy Road, Hong Kong) ("the Building") TOGETHER with the sole and exclusive right and privilege to hold use occupy and enjoy ALL THAT the **24TH FLOOR** of the Building; and
- (ii) ALL THOSE 3 equal undivided 113th parts or shares of and in ALL THOSE 132 equal undivided 2,119th parts or shares of and in the Lot And of and in the Building TOGETHER with the sole and exclusive right and privilege to hold use occupy and enjoy ALL THOSE **CAR PARKING SPACES NOS.421, 422 and 423** on the **4TH FLOOR** of the Building.

(b) Exceptions and reservations, etc.:

Except and reserved as in the Government Lease hereinafter described and two Assignments respectively registered in the Land Registry by Memorial Nos.UB3575196 and UB6088027 are respectively excepted and reserved.

(c) Easements and other appurtenant rights, if any:

Subject to and with the benefit of all subsisting rights and rights of way.

2. The Government Lease

- (a) Date : the 24th day of April 1928
- (b) Parties : King George V of the one part and The Kwong Sang Hong Limited of the other part
- (c) Term : 99 years commencing from the 14th day of April 1928 with a right of renewal for a further term of 99 years.

- (d) Lot No. : Inland Lot No.2755
- (e) Modification: as modified by a Modification Letter registered in the Land Registry by Memorial No.UB4500261.

SECOND SCHEDULE

Part I (Purchase Price)

Purchase Price for the Property :

HONG KONG DOLLARS TWO HUNDRED AND TWENTY FIVE MILLION ONLY
(HK\$225,000,000.00)

Part II (Manner of Payment)

- (a) HK\$6,750,000.00 as initial deposit and part payment of the Purchase Price has been paid by the Purchaser to the Vendor's solicitors as stakeholders before signing of this Agreement.
- (b) HK\$15,750,000.00 as further deposit and part payment of the Purchase Price to be paid by the Purchaser to the Vendor's solicitors as stakeholders on or before the 30th day of November 2021.
- (c) HK\$202,500,000.00 being the balance of Purchase Price to be paid to the Vendor on completion.

All deposits payable by the Purchaser shall be paid to the Vendor's solicitors as stakeholders who shall not release the same to the Vendor unless it is proved that the balance of the Purchase Price is sufficient to discharge the existing legal charge/mortgage.

Part III

Date of Completion: the 29th day of April 2022.

THIRD SCHEDULE

1. A Deed of Mutual Covenant and Management Agreement registered in the Land Registry by Memorial No.UB3575200.
2. A Supplemental Deed of Mutual Covenant and Management Agreement registered in the Land Registry by Memorial No.UB6012366 and re-registered by Memorial No.05101402110018.
3. A Sub- Deed of Mutual Covenant and Management Agreement registered in the Land Registry by Memorial No.UB6088028.

FOURTH SCHEDULE

N/A

FIFTH SCHEDULE

1. The parties hereto declare that this Agreement is preceded by an agreement for sale (as defined in the Stamp Duty Ordinance Cap.117 of the Laws of Hong Kong) made between the same parties hereto on the same terms hereof (as defined in the said Stamp Duty Ordinance) on the 12th day of November 2021.
2. The parties hereto hereby declare that to the best of their knowledge, no consideration (save and except the Purchase Price herein mentioned) has been paid or given, or has been agreed to be paid or given, to any person for or in connection with this Agreement or any conveyance on sale pursuant to this Agreement (excluding legal expenses and estate agent's commission).
3. The Property comprises is a non-residential property within the meaning of section 29A(1) of the Stamp Duty Ordinance Cap.117 of the Laws of Hong Kong.

SIGNED by Yeung Ho Nam)
authorized person)
for and on behalf of the Vendor)
in the presence of:-)



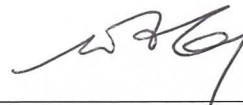
DAVID P.W. CHOI
Solicitor
Hong Kong SAR
Wilkinson & Grist

For and on behalf of
Golden Properties (Pacific) Limited


.....
Authorized Signature(s)

RECEIVED on or before the day and year)
first above written of and from the Purchaser the)
above-mentioned initial deposit and further)
deposit in the total sum of HK\$22,500,000.00)

)
)
)
)




Messrs. Wilkinson & Grist
as stakeholders



SIGNED by Au Tsun, Director-----))
for and on behalf of the Purchaser))
in the presence of:-))

For and on behalf of
POWER SAGE ENTERPRISES LIMITED
威賢企業有限公司


.....
Authorised Signature(s)


CHENG KA YU
Solicitor, Hong Kong SAR
P. C. Woo & Co.

DATED the 7th day of December 2021

GOLDEN PROPERTIES (PACIFIC) LIMITED

and

POWER SAGE ENTERPRISES LIMITED

AGREEMENT FOR SALE AND PURCHASE

REGISTERED in the Land Registry by Memorial
No.

on:-

p. Land Registrar

WILKINSON & GRIST
SOLICITORS AND NOTARIES
HONG KONG

Ref. : DCH:NLK:G1209-V0001