

Dated the 24th day of May 2024

EMPEROR PROPERTY DEVELOPMENT LIMITED
(英皇物業發展有限公司)
(as Vendor)

and

POLY KEEN INTERNATIONAL LIMITED
(as Purchaser)

AGREEMENT FOR SALE AND PURCHASE
in relation to the entire issued share capital of and shareholder loan to
STAR OMEN LIMITED

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THIS AGREEMENT is made the 24th day of May 2024

BETWEEN

- (1) **EMPEROR PROPERTY DEVELOPMENT LIMITED (英皇物業發展有限公司)** (Company No. 401144), a company incorporated in the British Virgin Islands whose registered office is situate at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (the “**Vendor**”); and
- (2) **POLY KEEN INTERNATIONAL LIMITED** (Company No.1027402), a company incorporated in the British Virgin Islands whose registered office is situate at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (the “**Purchaser**”)

(collectively referred to as the “**Parties**” and each as a “**Party**”).

WHEREAS :-

- (A) **STAR OMEN LIMITED** (Company No. 2141266) (the “**Company**”) is a private company limited by shares incorporated in the British Virgin Islands and has at the date hereof an issued share capital of US\$1 and one (1) issued ordinary share, which is fully paid up. Particulars of the Company are set out in Part A of the First Schedule.
- (B) The Vendor legally and beneficially owns the said one (1) ordinary share in the Company, which represents all the issued share in and the entire issued share capital of the Company (the “**Sale Share**”).
- (C) The Company indirectly holds the Properties (defined below).
- (D) The Vendor has agreed to sell to the Purchaser the Sale Share and the Sale Loan (defined below) and the Purchaser has agreed to make such purchase on and subject to the terms and conditions of this Agreement.

NOW IT IS HEREBY AGREED as follows:-

1. Definitions and Interpretations

- 1.1 In this Agreement and the Schedules hereto, unless otherwise defined or unless the context or subject matter otherwise requires, the following words and expressions have the following meanings:-

“Agreement” this agreement, including its schedules, appendices and (if any) exhibits, as may be supplemented or amended from time to time by the Parties in accordance with the provisions hereunder;

“Assignment of Sale Loan” the deed of assignment of the Sale Loan in the agreed form set out in the Fourth Schedule to be entered into between the Vendor (as the assignor), the Purchaser

	(as the assignee) and acknowledged by the Company upon Completion;
“Balance”	being the balance amount of the Transaction Consideration less the Initial Deposit and the Second Payment;
“Business Day”	a day (other than a Saturday, Sunday, public holiday and a day on which a tropical cyclone No.8 or above or a "black" rainstorm warning is hoisted in Hong Kong at any time between 9:00 a.m. and 5:00 p.m.) on which banks are generally open in Hong Kong and Macau to the general public for business;
“Businesses”	the principal business of the Group as a whole, namely holding the Properties for development or redevelopment;
“Completion”	the completion of the sale and purchase of the Sale Share and the Sale Loan in accordance with the terms and conditions of this Agreement;
“Completion Account”	unaudited combined statement of financial position of the Group as at the Completion Date and unaudited combined statement of profit or loss and other comprehensive income of the Group for the period from 1 April 2024 to the Completion Date, prepared in accordance with accounting principles and practices generally accepted in Hong Kong and in compliance with the Companies Ordinance to be delivered to the Purchaser pursuant to Clause 6.1;
“Completion Date”	within 7 Business Days (or such later date as mutually agreed by the Parties in writing) following satisfaction (or waived by the Purchaser as appropriate) of all the conditions precedent to Completion pursuant to Clause 4;
“Debenture and Mortgage”	means the Debenture and Mortgage dated 20 December 2018 to which the Properties is currently subject;
“Emperor E Hotel”	Emperor Entertainment Hotel Limited, a limited company incorporated in Bermuda, the shares of

which are listed on The Stock Exchange of Hong Kong Limited (Stock Code: 296);

“Encumbrances”	a building mortgage, mortgage, charge, pledge, lien, option, restriction, right of first refusal, right of pre-emption, voting arrangement, any preferential arrangement (including, without limitation, a title transfer or retention arrangement) having similar effect, any other security interest, encumbrance and/or third-party right or interest of any kind and any agreement or obligation to create or grant any of the aforesaid;
“Fittings and Equipment”	all fixtures and fittings currently affixed or installed or to be affixed or installed prior to the Completion Date on or in or appertaining to the Properties, if any;
“Group”	the Company and its subsidiaries, as more particularly described in Part B of the First Schedule and “ Group Member ” means any of the Company and its subsidiaries;
“HK\$” or “Hong Kong Dollar(s)”	the lawful currency of Hong Kong;
“Hong Kong”	the Hong Kong Special Administrative Region of the People's Republic of China;
“Independent Shareholders”	the shareholders of Emperor E Hotel who have no material interest in this Agreement and the transactions contemplated hereunder;
“Initial Deposit”	has the meaning given in Clause 3.4(a);
“Management Account”	unaudited combined management account of the Group comprising a combined statement of profit or loss and other comprehensive income for the period from 1 April 2023 to 31 March 2024 and a combined statement of financial position as at 31 March 2024;
“Macau”	the Macao Special Administrative Region of the People's Republic of China;

Pro-forma Completion Account	unaudited pro-forma combined statement of financial position of the Group as at the Completion Date and unaudited pro-forma combined statement of profit or loss and other comprehensive income of the Group for the period from 1 April 2024 to the Completion Date prepared in accordance with accounting principles and practices generally accepted in Hong Kong and in compliance with the Companies Ordinance, to be delivered to the Purchaser within 5 Business Days prior to Completion pursuant to Clause 6.1;
“Properties”	the properties more particularly described in the Second Schedule;
“Relevant Company”	Group Member which holds the Properties;
“Sale Loan”	all loan, interest and all other sums owing by the Company to the Vendor at Completion;
“Second Payment”	has the meaning given in Clause 3.4(b);
“SGM”	special general meeting (or an adjournment thereof) to be convened by Emperor E Hotel to consider, and if think fit, approve, among other things, this Agreement and the transactions contemplated hereunder by its Independent Shareholders;
“Tax Authority”	means the Inland Revenue Department and Customs and any other governmental or other fiscal, revenue, customs or excise authority of any applicable jurisdiction;
“Tax Deed”	the deed of tax indemnity to be entered into by the Vendor in favour of the Purchaser and the Group on Completion, in substantially the form set out in the Fifth Schedule;
“Tax” or “Taxation”	any liability to any form of taxation whenever created or imposed by any Tax Authority, including without prejudice to the generality of the foregoing, profit tax, provisional profit tax, tax on income,

stamp duty and other duty, impost, levy and all interest, penalties, costs, charges and expenses relating to liability to taxation payable by the Group;

“Transaction Consideration” the total consideration for the Sale Share and the Sale Loan payable by the Purchaser to the Vendor;

“US\$” or “United States Dollar(s)” the lawful currency of the United States of America;

“Warranties” the representations, warranties and undertakings set out in Clause 10 and the Third Schedule.

- 1.2 Words and phrases defined in the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) shall have the same meanings in this Agreement unless they are otherwise defined in this Agreement.
- 1.3 References in this Agreement to Clauses, Sub-clauses and Schedules are references to clauses and sub-clauses of and schedules to this Agreement. Words importing the singular number shall include the plural number and vice versa, and words importing any gender include all genders.
- 1.4 References in this Agreement to statutory provisions are references to such provisions as from time to time amended, modified, consolidated or re-enacted (whether before or after the date hereof), and includes any provisions of which there are re-enactments (whether with or without modification) and any subsidiary legislation made thereunder.
- 1.5 The headings in this Agreement are for ease of reference only and shall not affect the interpretation of this Agreement.
- 1.6 References to person include any public body and any body or persons, corporate or unincorporate.

2 Sale and Purchase

- 2.1 Subject to the terms and conditions of this Agreement, at Completion,
 - (a) the Vendor as sole legal and beneficial owner shall sell, transfer and assign and the Purchaser shall purchase the Sale Share free from all Encumbrances together with all rights and benefits attaching thereto including right to dividends and distributions declared but not yet paid at Completion; and
 - (b) the Vendor as sole legal and beneficial owner shall sell and assign and the Purchaser shall purchase and accept an assignment of the Sale Loan together with all rights, title, benefits and interest thereof and therein and together with all rights attaching thereto free from all Encumbrances.

- 2.2 The sale and purchase of the Sale Share and the Sale Loan shall be completed simultaneously at the same time and venue.

3 Consideration

- 3.1 Subject to the adjustments with reference to the Completion Account in accordance with Clause 3.3, the Transaction Consideration shall be determined by the following formula:

$$A = B + C - D$$

where:-

“A” means the Transaction Consideration

“B” means HK\$700,000,000 being the agreed value of the Properties

“C” means the carrying value/book value of the tangible assets of the Group (but excluding the Properties and the Fittings and Equipment) as at the Completion Date as shown in the Pro-forma Completion Account

“D” means the amount of all liabilities of the Group, including actual or contingent, accrued and deferred liabilities but excluding the Sale Loan, as at the Completion Date as shown in the Pro-forma Completion Account

In accordance with the formula as set out above, the Transaction Consideration is estimated to be Hong Kong Dollars Six Hundred Fifty Five Million One Hundred Sixty Five Thousand Ninety Six only (HK\$655,165,096) with reference to the Management Account.

- 3.2 The Transaction Consideration is determined after arm’s length negotiation between the Parties with reference to the Management Account subject to the adjustments set out in Clause 3.3 and the agreed value of the Properties.

3.3 Completion Account

(a) At Completion, the Vendor shall deliver the Completion Account together with the calculation of the Transaction Consideration with reference to the Completion Account in accordance with the formula stated in Clause 3.1 above (“**Final Transaction Consideration**”).

(b) Should the Purchaser disagree with the Completion Account or/and the Final Transaction Consideration, it may serve a written notice specifying the items in dispute and the reason(s) on the Vendor (“**Dispute Notice**”) within 14 days after the Completion Date, failing which the Purchaser shall be deemed to have accepted the Completion Account and the Final Transaction Consideration.

- (c) Upon service of the Dispute Notice, the Parties shall meet and discuss in good faith in order to reach an agreement as to the Completion Account and the Final Transaction Consideration within 21 days after the Vendor's receipt of the Dispute Notice, failing which the matter shall be referred to an independent and reputable firm of certified public accounts in Hong Kong as the President of the Hong Kong Institute of Certified Public Accounts may nominate on application of the Vendor or the Purchaser ("**Expert**"), who shall decide on the dispute and notify the Parties of his/her decision within 21 Business Days of receiving the reference or such longer reasonable period as the Expert may determine, but in any event no later than the expiry of three (3) months after Completion. The Expert shall act as an expert and not as an arbitrator and his/her decision shall, in the absence of fraud or manifest error, be final and binding on the Parties and the costs of the Expert shall be borne by the Parties in equal shares.
- (d) Following agreement or determination of the Completion Account, as the case may be, in accordance with sub-Clause (c) above, the Completion Account shall be amended to reflect the Parties' agreement or the Expert's decision, as the case may be; however, if the Purchaser does not dispute or is deemed to have accepted the Completion Account or the Final Transaction Consideration, no amendment shall be made to the Completion Account. The Final Transaction Consideration shall be determined by reference to the said Completion Account.
- (e) If the Final Transaction Consideration as determined in sub-Clause (d) above is less than the Transaction Consideration as determined by reference to the Pro-forma Completion Account, the Transaction Consideration as well as the Balance shall be adjusted downwards by such difference.
- (f) If the Final Transaction Consideration as determined in sub-Clause (d) above is more than the Transaction Consideration as determined by reference to the Pro-forma Completion Account, the Transaction Consideration as well as the Balance shall be adjusted upwards by such difference.

3.4 **Payment**

- (a) An initial deposit of Hong Kong Dollars One Hundred Fifty Million only (HK\$150,000,000.00) ("**Initial Deposit**") shall be paid by the Purchaser to the Vendor within 10 Business Days after the date of this Agreement.
- (b) A sum of Hong Kong Dollars Three Hundred Fifty Million only (HK\$350,000,000) being part of the Transaction Consideration ("**Second Payment**") shall be paid to the Vendor upon Completion.
- (c) Subject to the adjustment in accordance with Clause 3.3 above, the Balance shall be payable to the Vendor by seven (7) equal quarterly instalments after Completion and the first quarterly instalment will be paid on the date which numerically corresponds to the date of Completion in the third (3rd) calendar month after the Completion Date and the second quarterly instalment will be

paid on the date which numerically corresponds to the date of Completion in the sixth (6th) calendar month after the Completion Date and so on. If any payment date is not a Business Day, the Vendor shall pay the relevant quarterly instalment on the immediately preceding Business Day.

- (d) The Transaction Consideration (or any part thereof) shall be payable by the Purchaser to the Vendor into the designated bank account(s) of the Vendor in cash by wire transfer or such other method as mutually agreed by the Parties from time to time.

4 Conditions Precedent

4.1 Completion is conditional upon the fulfilment or waiver (where applicable) of the following:-

- (a) the Purchaser having completed its due diligence investigation as provided in Clause 11.1 below on the business, financial, legal and other aspects of the Group and is reasonably satisfied with the results thereof;
- (b) subject to Clause 5.1 below, the Vendor having proved the Relevant Company's good title to the Properties to the reasonable satisfaction of the Purchaser in accordance with Section 13 of the Conveyancing and Property Ordinance; and
- (c) Emperor E Hotel having obtained all required approvals at the SGM for this Agreement and the transactions contemplated hereunder.

In the event that any of the foregoing conditions is not fulfilled (or waived by the Purchaser, except sub-Clause (c) which cannot be waived) in accordance with this Agreement within 9 months from the date of this Agreement (or such later day as mutually agreed by the Parties in writing), (I) the Purchaser shall be entitled to forthwith terminate this Agreement by notice in writing to the Vendor; and (II) for the case of non-fulfilment of sub-Clause (c), either Party shall be entitled to forthwith terminate this Agreement by notice in writing to the other Party and the Vendor shall within 10 Business Days after the date of the said notice by the Purchaser or the Vendor, as the case may be, return all the money previously paid by the Purchaser to the Vendor under this Agreement without any interest costs or compensation and neither Party shall have any claim against the other Party save and except for any antecedent breach.

5 Properties

- 5.1 (a) Subject to Sub-clause (b) below, the Vendor shall, at the request of the Purchaser, procure the Relevant Company, in accordance with Section 13 of the Conveyancing and Properties Ordinance, to prove good title to the Properties at the Vendor's expense and shall at the like expense make and furnish to the Purchaser such deeds or documents of title, wills and matters of public record as may be necessary to prove and complete such title, unless otherwise so waived by the Purchaser. The Vendor shall procure the

Relevant Company to give good title to the Properties in accordance with Section 13A of the Conveyancing and Properties Ordinance.

- (b) If the Purchaser requires certified copies of title deeds which are necessary to approve title to the Properties as aforesaid and do not relate exclusively to the Properties, it shall be sufficient for the Vendor to produce to the Purchaser plain copies of such title deeds together with an undertaking by the Vendor to deliver the certified copies thereof to the Purchaser as soon as the Vendor receives the same from the Land Registry or the relevant authority but in any event not later than 45 days after the Completion Date. In such circumstances, the failure to deliver the certified copies of such title deeds at Completion shall not by itself entitle the Purchaser to object to or delay Completion of the purchase herein.
- (c) Such documents of title as relate exclusively to the Properties and necessary to give title to the Properties as aforesaid shall be delivered to the Purchaser.
- (d) Any requisition and/or objection in respect of the title of the Properties shall be delivered in writing to the Vendor (or its representative) within 7 Business Days after the date of receipt of the relevant title deeds by the Purchaser (or its representative) and any further requisition or objection arising upon any reply to a former requisition / objection shall be delivered to the Vendor (or its representative) within 5 Business Days from the date of receipt of such reply otherwise the same shall be considered as waived.

5.2 If it shall be ascertained before Completion that the Properties (or any parts thereof) are affected by the Lands Resumption Ordinance (Cap.124 of the Laws of Hong Kong) or the Mass Transit Railway (Land Resumption and Related Provisions) Ordinance (Cap.276 of the Laws of Hong Kong) or any form of notice of similar nature under any other ordinances affecting the Properties (or any parts thereof), the Purchaser may, by notice in writing to the Vendor, rescind this Agreement, in which event all money paid by the Purchaser to the Vendor under this Agreement (if any) shall be returned to the Purchaser in full but without any interest costs or compensation within 10 Business Days after the date of the said notice and neither Party shall have any claim against the other hereto save for any antecedent breach. No responsibilities whatsoever is to be assumed by the Vendor and the Purchaser shall make its own enquiry as to whether the Properties (or any part(s) thereof) included in or affected by any lay-out plans (draft or approved) under the Town Planning Ordinance (Cap.131 of the Laws of Hong Kong).

5.3 The Purchaser acknowledges and agrees that the Vendor shall not be responsible for compliance with any letter and/or notice and/or order and/or directions issued after the Completion Date by any government or other competent authority in Hong Kong requiring inspection, repair, demolition, reinstatement, refurbishment or upkeeping any part of the Properties.

- 5.4 The Purchaser declares and confirms that Purchaser has duly inspected and is fully satisfied with and accepts in all respects the existing physical, state, condition and finishes of the Properties and the Fittings and Equipment, if any, in its present physical state and conditions and on an “as-is” basis, free from Encumbrances subject to the Debenture and Mortgage which shall be discharged and/or released on or before Completion and the building works which are currently being carried out or to be carried out in accordance with the building contract(s) in respect of the Properties (or any part(s) thereof) executed by the Relevant Company and disclosed to the Purchaser prior to the date of this Agreement.

6 Pro-forma Completion Account and Completion Account

- 6.1 The Vendor shall deliver to the Purchaser (i) the Pro-forma Completion Account as at the Completion Date within 5 Business Days prior to Completion; and (ii) the Completion Account as at the Completion Date on Completion. The Pro-forma Completion Account and the Completion Account shall be prepared in such form satisfactory to the Purchaser (acting reasonably).

7 Completion

- 7.1 Subject to Clause 4, Completion shall take place at or before 12:00 noon on the Completion Date (or at such day and time as may be agreed by the Parties in writing).
- 7.2 At Completion, the Vendor shall deliver or cause to be delivered to the Purchaser the following:-
- (a) instrument of transfer in favour of the Purchaser or its nominee in respect of the Sale Share duly completed and executed by the Vendor;
 - (b) share certificate in respect of the Sale Share in the name of the Vendor;
 - (c) 3 counterparts of the Assignment of Sale Loan duly executed by the Vendor and signed by the Company in favour of the Purchaser;
 - (d) 3 counterparts of the Tax Deed duly executed by the Vendor and signed by the Company;
 - (e) subject to Clause 8.1, all statutory books and records, including minutes books (all duly made up to the Completion Date immediately prior to Completion), issued and unissued share certificates of the Group (except the share certificates in respect of the shares in the Relevant Company, the subject of the Share Mortgages as referred to in Clause 8.1(a)(i), shall be delivered to the Purchaser in accordance with Clause 8.1(a)) and the relevant Certificates of Incorporation, current business registration certificates (if any), printed copies of its memorandum and/or articles of association, chops, seals, cheque book(s), insurance policies (if any) and relevant receipts, deposit receipts, bank statements, all accounting books and records, all tax records and all other records and documents of the Group in the possession of the Vendor as shall not have been delivered to the Purchaser prior to Completion;

- (f) insofar as they have not been delivered to the Purchaser before Completion and subject to Clause 5.1 (b) and Clause 8.1, all title deeds and documents of the Properties in accordance with section 13A of the Conveyancing and Property Ordinance (Cap 219 of the Laws of Hong Kong);
- (g) the Completion Account in such form and with such details as requested by the Purchaser and certified as true and correct by a director of the Company;
- (h) (where available) latest demand notes and/or receipts of Government rent and rates in respect of the Properties as shall not have been delivered to the Purchaser prior to Completion;
- (i) if required by the Purchaser, resignation letter of the auditors (if any), directors and company secretaries (if any) of the Group in compliance with the equivalent law in relevant jurisdictions;
- (j) a copy of the board minutes or written directors resolutions of the Vendor approving and authorising the transactions contemplated hereunder and the execution and delivery by the Vendor of this Agreement, the Deed of Assignment, the Tax Deed and all other documents and instruments reasonably necessary to give effect of the transactions contemplated hereunder and (where necessary) affixing its common seal thereon;
- (k) the original minutes of the board meeting of the relevant Group Members approving the matters referred to in Clause 7.3; and
- (l) all keys and other means of access to the Properties.

7.3 The Vendor shall cause a meeting of the board of directors of the relevant Group Member to be held on or before Completion at which resolutions shall be passed (where appropriate) to:-

- (a) approve the transfer of the Sale Share to the Purchaser (or its nominee), the registration of the said transfer and issue new certificate therefor subject to the due presentation of the instrument of transfer;
- (b) approve and authorise the signing by such person(s) on behalf of the Company of the Assignment of Sale Loan and the Tax Deed;
- (c) (if required by the Purchaser) approve the appointment as directors and secretary (if any) and administrator (if any) of the Company and its subsidiaries of such persons as the Purchaser may nominate subject to those persons consenting to such appointment and not being disqualified in law or under the articles of association of the Company or each of its subsidiaries from holding those offices;
- (d) (if required by the Purchaser) approve the acceptance of the resignation of the existing directors, secretary and auditors of the Group Member(s);

- (e) (if required by the Purchaser) approve revocation of all the existing bank mandate and the issue of new bank mandates of the Group Member(s) as required by the Purchaser; and
- (f) approve the Assignment of Sale Loan and the Tax Deed and authorise the execute and deliver the Assignment of Sale and the Tax Deed and where necessary, affix its common seal thereon.

7.4 At Completion, the Purchaser shall deliver to the Vendor the following:-

- (a) the Second Payment in accordance with Clause 3.4;
- (b) 3 counterparts of the Assignment of Sale Loan duly executed by the Purchaser;
- (c) 3 counterparts of the Tax Deed duly executed by the Purchaser;
- (d) a copy of the resolutions of the board of directors of the Purchaser approving this Agreement, the Assignment of Sale Loan, the Tax Deed and such other documents and instruments necessary to give effect of the transactions contemplated herein and authorise the execution and delivery of and the performance by the Purchaser of its obligations under the aforesaid agreements, deeds, instruments and documents.

7.5 Without prejudice to any other rights and remedies it may have, neither Party shall be obliged to perform its obligations under this Clause 7 if the other Party does not simultaneously perform (or has not already performed) its obligations under this Clause 7.

7.6 As at the Completion Date, the Sale Share shall be vested or deemed to have been vested in the Purchaser to all intent and effect notwithstanding that the name of the Purchaser has not been updated in the share register of the Company pending any registering and updating the share register issues. The Purchaser shall have full and unfettered rights to exercise all control on the Group as from the Completion Date.

8 Post-Completion Obligations

8.1 Provided that the Completion has been taken place in accordance with Clause 7, the Vendor hereby undertakes to:

- (a) deliver to the Purchaser each of the following documents within 14 days upon the Vendor's receipt of the same from the solicitors acting for The Bank of East Asia, Limited (the "**Lender**"):
 - (i) the original Debenture and Mortgage, the original share mortgages over the shares in the Relevant Company in favour of the Lender ("**Share Mortgage**") and the other original security documents given by the Relevant Company in favour of the Lender, namely, Assignment of Building Contract, Assignment of Insurance, Assignment of

Performance Bond, Assignment of Revenue, Funding Agreement and Subordination Agreement (collectively “**Other Security Documents**”);

- (ii) the original share certificate(s) in respect of the shares in the Relevant Company, the subject of the Share Mortgage together with the ancillary documents of the Share Mortgage;
 - (iii) the respective releases/receipts on discharge of the Debenture and Mortgage, Share Mortgage and the Other Security Documents (collectively “**Releases**”) duly executed by the Lender and attested, together with documentary evidence of due execution of the Releases by the Lender;
 - (iv) for the purpose of filing with the Companies Registry of Hong Kong, copy of the relevant Releases certified by the mortgagee or its solicitors;
 - (v) the duly completed and signed Memorial Forms NM2 for registration of the relevant Releases with the Land Registry and the Companies Registry;
 - (vi) cheques for payment of registration fees on the Releases and filing fee on Forms NM2;
 - (vii) all original certificates for registration of Share Mortgage with copy of Form R403 duly filed with the BVI Companies Registry;
- (b) bear any additional registration fees and filing fees if the registration and/or filing of the Release is stopped or withheld as a result of the default or omission of the Vendor or the solicitors for the Lender; and
 - (c) bear all the registration fees and filing fees for registration of the Releases in respect of the Share Mortgage with the BVI Companies Registry.

8.2 The Purchaser shall make due instalment payments of the Balance to the Vendor in accordance with Clause 3.4(c).

8.3 Without prejudice to any other rights and remedies it may have, neither Party shall be obliged to perform its obligations under this Clause 8 if the Completion did not take place in accordance with Clause 7.1 due to the other Party failed or refused to simultaneously perform its obligations under this Clause 7.

8.4 This Clause 8 shall survive Completion.

9 Pre-Completion Obligations and Rights of the Vendor

9.1 Except with the prior written consent of the Purchaser (such consent shall not be unreasonably withheld or delayed), the Vendor will procure that prior to Completion, each Group Member shall not: -

- (a) create, allot or issue or agree to create, allot or issue any share or other securities or grant or agree to grant any option over or the right to acquire any share or other security (including convertible securities) or purchase or redeem any of its issued shares;
- (b) pass any resolution or take any steps for the winding up, liquidation or receivership, or make any composition or arrangement with its creditors;
- (c) sell, transfer or in any other way dispose of, or let or otherwise part with possession of its assets or the Properties (or any interest therein) or any part thereof or contract to do so;
- (d) create or assume any guarantee or indemnity for or otherwise provide security for the liabilities or obligations of any person (other than those of the other Group Member(s));
- (e) create any Encumbrances over the whole or any part of its undertaking or assets (including the Properties and interest therein) except the Debenture and Mortgage, Share Mortgage and other Security Documents which shall be released and/or discharged on or before Completion;
- (f) incur any indebtedness or liability or borrow or raise any money other than that may be ordinarily incurred in the course of developing and/or holding the Properties (or any part thereof) or operating the Businesses, the Sale Loan and the existing development loan secured by the Debenture and Mortgage, Share Mortgages and Other Security Documents which will be repaid on or before Completion;
- (g) enter into any contract or commitment save and except for its ordinary course of development and/or holding the Properties or operating the Businesses;
- (h) do any act whereby its insurances will lapse or become void or voidable;
- (i) save and except in the ordinary course of business, enter into any employment or service contracts;
- (j) do, allow or procure any act or permit any omission which would constitute a breach of any of the Warranties; and
- (k) change or otherwise alter the articles of association or share capital.

10 Warranties

- 10.1 The Vendor represents, warrants and undertakes to and with the Purchaser that each statement contained in the Third Schedule is true and accurate in all material respects and not misleading at the date hereof and will be true and accurate in all material respects and not misleading at the time of Completion, with reference to the facts and circumstances then subsisting.

- 10.2 Each of the Warranties shall be construed as separate and independent and shall not be limited or restricted by reference to or inference from the terms of any other Warranties or anything in this Agreement.
- 10.3 Subject to the provisions of Clause 10.6, if there is any breach of the Warranties which, whether alone or in aggregate, is material to the transaction contemplated under this Agreement and the Vendor shall fail to remedy the same within a reasonable time before the Completion Date, the Purchaser may, by notice in writing to the Vendor, rescind this Agreement whereupon all money paid by the Purchaser to the Vendor under this Agreement (if any) shall be returned to the Purchaser in full within 10 Business Days upon demand without prejudice to any other rights and remedies of the Purchaser.
- 10.4 Subject to Clause 10.5 and 10.6, the Vendor hereby undertakes that it will at all times indemnify the Purchaser and keep the Purchaser indemnified from and against any liability, loss, damages, costs and expenses suffered or incurred by the Purchaser arising out of any breach of the Warranties Provided that:
- (a) the total liability of the Vendor in respect of all claims made under the Warranties, under the Tax Deed, under this Agreement and any documents giving effect to the transaction hereunder (individually and collectively, “**Claim**” and “**Claims**”) shall not exceed an amount equivalent to the Final Transaction Consideration actually received by the Vendor (“**Maximum Liability**”);
 - (b) subject to the Maximum Liability, the amount that would be recoverable from the Vendor in respect of a Claim when aggregated with the amount so recoverable in respect of any other Claim(s) against the Vendor shall not be less than HK\$2,000,000. For the sake of clarity, if the aggregate amount of all Claims equal to or exceeds HK\$2,000,000, then all Claims, including Claim(s) previously notified, shall accrue against and be recoverable from the Vendor but subject to the Maximum Liability;
 - (c) the Purchaser shall not be entitled to recover more than once in respect of any same fact, matter, event or circumstance giving rise to a claim under this Agreement (including Warranties), the Tax Deed and any documents giving effect to the transaction hereunder; and
 - (d) in no event shall the Vendor be liable to the Purchaser or any Group Member(s) for any indirect, consequential, punitive or special damages or loss of profits.
- 10.5 Notwithstanding anything herein, the Vendor shall not be liable under any of the Warranties, the Tax Deed and/or under this Agreement and/or any documents giving effect to the transaction hereunder unless a notice of a Claim/Claims specifying in reasonable detail, to the reasonable extent practicable, the event or default to which such Claim(s) relate(s) and the nature of the breach and amount claimed has been received by the Vendor on or before:

- (a) a date falling on the expiry of the seventh (7th) anniversary of the Completion Date in respect of any Claim under the Tax Deed; or
- (b) a date falling on the expiry of two (2) years after the Completion Date in respect of any other Claim(s).

10.6 The Vendor shall not be liable under a Claim and the Purchaser is precluded from bringing a Claim to the extent that:-

- (a) it arises from a fraudulent, negligent or reckless act or omission of the Purchaser;
- (b) it arises or is increased directly as a result of action taken (or not taken as the case may be) by the Vendor after consultation with and the prior written approval of the Purchaser or at the request of the Purchaser before Completion;
- (c) it arises or is increased as result of a failure by the Purchaser to take reasonable steps to mitigate its loss;
- (d) a specific provision has been made in relation to the subject matter giving rise to the Claim in the Completion Account;
- (e) such Claim arises as a result of legislation which comes into force after the Completion Date with retrospective effect;
- (f) it would not arise but for a change in accounting policies adopted by the Group after Completion; or
- (g) the subject matter of the Claim has been made good or has otherwise been fully compensated for without cost or expenses to the Purchaser and the Group.

Where the fact, matter or circumstance giving rise to a Claim is capable of being remedied, the Purchaser shall, where practicable, provide the Vendor with reasonable opportunity to remedy that fact, matter or circumstance.

10.7 The Purchaser shall, upon any claim, action, demand or assessment being made or issued against the Purchaser or any Group Member which could lead to a Claim by the Purchaser, give notice thereof to the Vendor as soon as reasonably practicable after becoming aware of the same subject to Clause 10.5. The Purchaser shall (and shall procure that such Group Member shall) take such action and give such information and assistance as the Vendor may reasonably request in writing to avoid, dispute, resist, mitigate, compromise, defend or appeal against any Claim in respect thereof and any adjudication with respect thereto. The conduct of any proceedings of whatsoever nature arising in connection with any such Claim shall be conducted by the Purchaser or as the case may be such Group Member, on being indemnified by the Vendor against the costs and expenses and liability, in accordance with the reasonable instruction of the Vendor.

- 10.8 If the Vendor shall pay to the Purchaser, or the Group Member (as the case may be) any amount by way of compensation or damages under any Claim and the Purchaser or the Group Member which subsequently recovers or receives from a third party an amount relating to such Claim, the Purchaser shall repay or procure the Group Member (as the case may be) to repay to the Vendor (a) such amount previously paid by the Vendor or (b) if lesser, the amount recovered from the third party (after deduction of all costs, legal fee and other expenses incurred by the Purchaser or the Group Member (as the case may be) in recovering from the third party). If any Claim in relation to any liability which is contingent only, the Vendor shall not be liable to make any payment in respect thereof until such contingent liability becomes an actual liability.
- 10.9 The Purchaser represents, warrants and undertakes to the Vendor that each of the following statements is true and accurate in all material respects and not misleading on the date of this Agreement and will be true and accurate in all material respects and not misleading as though made on Completion with reference to the facts and circumstances then subsisting:-
- (a) subject to fulfilment of condition precedent in Clause 4.1(c), it has full power, legal right and authority to enter into this Agreement and to observe perform and fulfil all its obligations and liabilities in terms hereof;
 - (b) this Agreement constitutes legal, valid and binding obligations of the Purchaser and is enforceable against the Purchaser in accordance with its terms and each document to be executed by the Purchaser at or before Completion, when the relevant document is executed, will be binding on the Purchaser in accordance with their terms;
 - (c) subject to fulfilment of condition precedent in Clause 4.1(c), the Purchaser has taken all necessary corporate and other action to authorize the execution, delivery and performance of this Agreement in accordance with its terms; and
 - (d) the execution, delivery and performance of this Agreement and of each document to be executed at or before Completion by the Purchaser will not require any consent or approval of third party (except condition precedent in Clause 4.1(c)) and will not violate any provision of:-
 - (i) any law or regulation or any order or decree of any government agency or any state or territory or relevant jurisdiction in which it is incorporated;
 - (ii) the constitution of the Purchaser or equivalent constituent documents; and
 - (iii) any Encumbrances or other document which is binding on the Purchaser.

10.10 This Clause 10 shall survive Completion.

11 Provision of Information and Documents

- 11.1 The Purchaser shall be entitled to carry out or, as the case may be, continue its due diligence investigation on the business, financial, legal and other aspects of the Group. To facilitate the carrying out of the due diligence investigation by the Purchaser, the Vendor hereby undertakes (subject to Clause 11.2 below) to make available to the Purchaser and/or persons authorised by the Purchaser all books, records and documents relating to the Group (other than with respect to the title of the Properties which investigation will be provided in Clause 5.1 above) in the possession of the Group or the Vendor and such other information as the Purchaser may reasonably require.
- 11.2 Notwithstanding anything herein to the contrary, the Vendor/ the Group shall not be required, for the purpose of due diligence investigation or otherwise, to make available or deliver to the Purchaser any accounting records, books, documents, vouchers and instruments three years before the date hereof Provided that irregularity relating to the business, financial, legal and other aspects of the Group or any Group Member shall not entitle the Purchaser to cancel this Agreement if the consequence of such irregularity will not create potential or actual liabilities to the Group or any Group Member other than what have been accrued as liabilities in the Completion Account nor adversely affect the financial position, business or assets of the Group.
- 11.3 If the Purchaser shall make and insist on any objection or requisition on the title to the Properties raised under and in accordance with Clause 5.1 or if the Purchaser shall make and insist on any inquiry or requisition raised during the due diligence investigation on the Group under and in accordance with Clause 11.1 which the Vendor shall be unable or unwilling (on the grounds of difficulty, delay or expense or on any other reasonable ground) to satisfy, remove or comply with, the Vendor shall notwithstanding any previous negotiation or litigation be at liberty on giving the Purchaser not less than 5 Business Days' notice in writing to annul the sale in which case, unless the objection or requisition or inquiry shall have been withdrawn by the Purchaser, the sale shall at the expiration of the said notice be annulled and the Purchaser shall be entitled to the return within 10 Business Days of all money paid by the Purchaser to the Vendor under this Agreement (if any) but without costs, compensation or interest and neither Party shall be entitled to claim the other Party save for antecedent breaches.
- 11.4 The Purchaser hereby undertakes:-
- (a) to hold the Confidential Information (as hereinafter defined) in strict confidence and not to disclose or permit it to be made available to any person, firm or company without the Vendor's prior written consent, except in compliance with Sub-clause (c) below;
 - (b) to use the Confidential Information only for the purpose of the transactions contemplated hereunder;
 - (c) to use the Purchaser's best endeavours to ensure that the Confidential Information is only disclosed to (i) other persons (including without

limitation any of its directors, officers, agents, employees and professional advisers and financiers) on a need-to-know basis for the purpose of the Purchaser's due diligence investigation or/and the performance of its obligations hereunder provided that such other person is fully aware in advance of the Purchaser's obligations under this Agreement and agrees to undertake or is subject to similar obligations; (ii) such person, regulatory authorities and/or governmental departments (including but not limited to the courts of Hong Kong) as required by laws, regulations or orders (including but not limited to the Listing Rules imposed by The Stock Exchange of Hong Kong Limited or Securities and Futures Commission of Hong Kong); or (iii) such person with the written consent of the Vendor;

- (d) to keep confidential and not to reveal to any person, firm or company (other than its directors, officers, agents, employees, professional advisers and financiers in accordance with sub-Clause (c) above) the fact of the existence of the Confidential Information;
- (e) in the event that this Agreement is not completed or is terminated (for whatever reason) on or before the Completion Date to, upon the Vendor's request, promptly return or destroy all Confidential Information supplied to the Purchaser or to any of its directors, officers, employees, banker, financial advisers, agents or professional advisors, and destroy or, to the extent reasonably practicable, permanently erase all copies of Confidential Information made by the Purchaser (provided that professional parties are entitled to retain copies for file records only); and
- (f) to fully indemnify the Vendor against any and all claims, losses, liabilities and costs (including but not limited to reasonable legal costs) which the Vendor may incur as a result of any breach of this Clause 11 by the Purchaser or other persons as referred to in sub-Clause (c) above.

11.5 For the purpose of this Clause, "**Confidential Information**" means any information and materials relating to each Group Member, its financial, business, legal and other aspects and transactions contemplated under this Agreement provided or made available to the Purchaser or any of its directors, officers, agents, employees and professional advisers, in whatever form (whether in written or electronic or any other form) and whether before or after the date of this Agreement for the purposes of due diligence investigations or/and this Agreement, but excluding such information that (a) is or becomes public knowledge or in the public domain other than as a result of any breach of Clauses 11.4 the Purchaser; or (b) is rightfully known by the Purchaser before the date when the information is disclosed to the Purchaser by the Vendor or is lawfully obtained by the Purchaser from a source who is in lawful possession of it and is not in violation of, and is not otherwise subject to, any obligation of confidentiality; or (c) is independently developed by the Purchaser without reference to or using any of the Confidential Information.

11.6 This Clause 11 shall survive Completion.

12 Default

- 12.1 Should the Purchaser (other than due to the Vendor's default or as provided herein) fail to complete the sale and purchase contemplated hereunder in accordance with the terms and conditions herein or fail to pay the Transaction Consideration (or any part(s) thereof) on the date and within the time and in the manner as herein stipulated, the Vendor may forthwith determine this Agreement by giving notice of termination in writing to the Purchaser to such effect and the Vendor shall be entitled to forfeit all money paid by the Purchaser to the Vendor under this Agreement (if any) absolutely and recover from the Purchaser such damages as the Vendor may sustain by reason of such failure on the part of the Purchaser.
- 12.2 In the event of the Vendor (other than due to the default of the Purchaser or as provided herein) failing to complete the sale and purchase contemplated hereunder in accordance with the terms hereof, the Purchaser may forthwith determine this Agreement by giving notice of termination in writing to the Vendor or to such effect, whereupon all money paid by the Purchaser to the Vendor under this Agreement (if any) shall be returned to the Purchaser forthwith who shall also be entitled to recover from the Vendor such damages as the Purchaser may sustain by reason of such failure on the part of the Vendor.
- 12.3 Nothing contained in this Agreement shall be so construed as to prevent either Party from bringing an action and obtaining a decree for specific performance either in lieu of the aforesaid damages or in addition thereto as the non-defaulting Party may have sustained by reason of the neglect or refusal of the defaulting Party to complete this sale and purchase at the time and in manner aforesaid.

13 Time

- 13.1 Time shall in every respect be of the essence in this Agreement.
- 13.2 No time or indulgence given by any Party to the other shall be deemed or in any way be construed as a waiver of any of its rights and remedies hereunder.

14 Service of Notice

All notices or other communications by or to the Vendor or the Purchaser shall:-

- (a) be in writing addressed to the address of the recipient set out hereinbefore or to such other address as the recipient may have notified in writing the sender;

Party	Address
Vendor	28th Floor, Emperor Group Centre, 288 Hennessy Road, Wanchai, Hong Kong
Purchaser	28th Floor, Emperor Group Centre, 288 Hennessy Road, Wanchai, Hong Kong

- (b) be given or made by delivery in person or by post;

- (c) be deemed to have been given, served and made, where delivered, upon receipt; where posted, on the second Business Day after posting; and
- (d) be deemed to have been duly executed if signed by any director or secretary of a Party (in the case of corporation) or by the Party himself (in the case of individual) giving such notice.

15 Costs and Stamp Duty

Each Party hereto shall bear its own costs of and incidental to the preparation, negotiation and execution of this Agreement but any stamp duty (if any) payable in respect of the transfer of the Sale Share and the assignment of the Sale Loan or otherwise in relation to the transactions contemplated hereunder shall be borne by the Parties in equal shares.

16 General

- 16.1 No failure or delay by a Party to exercise any right under this Agreement or otherwise will operate as a waiver of that right or any other right nor will any single or partial exercise of any such right preclude any other or further exercise of that right or the exercise of any other right.
- 16.2 If any provision of this Agreement is not or ceases to be legal, valid, binding or enforceable under any applicable law of any jurisdiction, such provision shall to the extent permitted by such law be severed from this Agreement and render ineffective so far as possible without affecting the legality, validity, binding effect and enforceability of the remaining provisions under such law and the legality, validity, binding effect and enforceability of such provision under the law of any other jurisdiction shall not be affected.
- 16.3 Each Party will do and will use reasonable endeavours to procure any third party to do whatever is necessary to give effect to the provisions of this Agreement and the transactions hereby contemplated.
- 16.4 This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which is an original but, together, they constitute one and the same agreement.
- 16.5 No Party may assign any of the rights or obligations of that Party under this Agreement without the prior written consent of each other Party to this Agreement.
- 16.6 This Agreement together with any document referred to herein contain the entire agreement between the Parties as to the subject matter and supersede any previous agreements between the Parties relating to the subject matter.
- 16.7 Any amendment or waiver of any provision of this Agreement and any waiver of any default under this Agreement shall only be effective if made in writing and signed by or on behalf of the Party(ies) against whom the amendment or waiver is asserted.

17 Governing Law and Jurisdiction

This Agreement is governed by and construed in accordance with the laws of Hong Kong. Each Party submits to the non-exclusive jurisdiction of the courts of Hong Kong.

18 Non-merger on Completion

This Agreement shall notwithstanding Completion remain in full force and effect as regards any of the provisions remaining to be performed or carried into effect.

19 Contracts (Rights of Third Parties) Ordinance

No person other than the parties to this Agreement will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any of the provisions of this Agreement. Application of the Contracts (Rights of Third Parties) Ordinance is hereby expressly excluded.

IN WITNESS whereof the parties hereto have executed this Agreement on the day and year first above written.

FIRST SCHEDULE**Part A. Brief Particulars of the Company**

Name	:	Star Omen Limited
Company Number	:	2141266
Date of Incorporation	:	30 January 2024
Place of Incorporation	:	British Virgin Islands
Registered Office	:	Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands
Issued Share Capital	:	US\$1.00
Shareholder Shareholding	/ :	Emperor Property Development Limited – 1 ordinary share (100%)
Director	:	Emperor Management Services Limited
Company Secretary	:	Nil
Business	:	Holding the entire issued share capital of Harbour Honour Limited and Star Stage Limited

Part B. Brief Particulars of Subsidiaries of the Company

Name : **Harbour Honour Limited**

Company Number : 2146816

Date of Incorporation : 19 April 2024

Place of Incorporation : British Virgin Islands

Registered Office : Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands

Issued Share Capital : US\$1.00

Shareholder / Shareholding : Star Omen Limited – 1 ordinary share (100%)

Business : Holding 99.99% of the entire issued share capital of Century Chain Limited

Name : **Star Stage Limited**

Company Number : 2146822

Date of Incorporation : 19 April 2024

Place of Incorporation : British Virgin Islands

Registered Office : Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands

Issued Share Capital : US\$1.00

Shareholder / Shareholding : Star Omen Limited – 1 ordinary share (100%)

Business : Holding 0.01% of the entire issued share capital of Century Chain Limited

Name : **Century Chain Limited**

Unique Business Identifier / Business Registration Number : 68722121

Date of Incorporation : 2 January 2018

Place of Incorporation : Hong Kong

Registered Office : 28th Floor, Emperor Group Centre, 288 Hennessy Road, Wanchai, Hong Kong

Issued Share Capital : HK\$10,000.00

Shareholder/
Shareholding : Harbour Honour Limited – 9,999 ordinary shares (99.99%)
Star Stage Limited – 1 ordinary share (0.01%)

SECOND SCHEDULE

The Properties

Part I

ALL THAT piece or parcel of ground registered in the Land Registry as THE REMAINING PORTION OF INLAND LOT NO.4418 Together with the messuages erections and buildings thereon now known as NO.11 CHANCERY LANE, Hong Kong TOGETHER with all subsisting rights and rights of way HELD from the Government for the residue of the term of 999 years commencing from 1 February 1855 created therein by a Government Lease dated 5 September 1936 and made between King Edward VIII of the one part and Choy Hing of the other part SUBJECT to the payment of the due proportion of the Government rent and to the performance and observance of the covenants and conditions reserved by and contained in the said Government Lease AND SUBJECT to and with the benefit of a Deed of Mutual Covenant registered in the Land Registry by Memorial No.UB1033786 AND SUBJECT to all subsisting rights and rights of way.

Part II

ALL THAT piece or parcel of ground registered in the Land Registry as INLAND LOT NO.4417 Together with the messuages erections and buildings thereon now known as NOS.20, 22, 24 and 26 OLD BAILEY STREET (formerly known as No.12 Chancery Lane) Hong Kong TOGETHER with all subsisting rights and rights of way HELD from the Government for the residue of the term of 999 years commencing from 1 February 1855 created therein by a Government Lease dated 6 September 1936 and made between King Edward the Eighth of the one part and Li Lin Kee of the other part SUBJECT to the payment of the due proportion of the Government rent and to the performance and observance of the covenants and conditions reserved by and contained in the said Government Lease AND SUBJECT to and with the benefit of a Deed of Covenant registered in the Land Registry by Memorial No.UB2077317 AND SUBJECT to all subsisting rights and rights of way.

THIRD SCHEDULE

The Warranties

1. Sale Share

- (a) The Vendor is the sole legal and beneficial owner of the Sale Share and the Vendor has the full right and authority without reference to or consent by any third party to sell and transfer and will at Completion sell and transfer the full legal and beneficial ownership of the Sale Share to the Purchaser free from Encumbrances and with all rights now and hereafter relating to the Sale Share.
- (b) The Sale Share constitutes all the issued shares of and in the Company, is allotted and issued in compliance with the articles of association of the Company and relevant laws of the British Virgin Islands, free from Encumbrances and fully paid up or credited as fully paid up.
- (c) There is no agreement or commitment outstanding which calls for the transfer, allotment or issue of or accords to any person the right to call for the transfer, allotment or issue of any shares or debentures or other securities in the each Group Member (including any option or right of pre-emption or conversion). No claim has been made by any person to be entitled to any such agreement or commitment.
- (d) The Vendor has taken all necessary corporate and other action to authorize the execution, delivery and performance of this Agreement in accordance with its terms.
- (e) The execution, delivery and performance by the Vendor of its obligations under this Agreement and any other documents contemplated in this Agreement to which it is a party will not require any consent or approval of any third party and will not violate any provision of (i) any law or regulation or any order or decree of any government agency or any state or territory or relevant jurisdiction to which it is subject; (ii) the constitution of the Vendor or equivalent constituent documents; or (iii) any Encumbrances or other document which is binding on the Vendor.
- (f) The obligations of the Vendor under this Agreement and each document to be executed at or before Completion are, or when the relevant document is executed, will be binding in accordance with their terms.

2. Sale Loan

- (a) The Vendor is the sole legal and beneficial owner of the Sale Loan and has the full right and authority without reference to or consent by any third party to sell and assign the full legal and beneficial ownership of the Sale Loan to the Purchaser free from Encumbrances and with all rights relating to the Sale Loan.
- (b) The Sale Loan is unsecured, repayable on demand and interest-free.

3. Corporate Matters

- (a) The copies of the articles of association of the Group Members provided to the Purchaser are true, complete and accurate in all respects, having attached to it copies of all resolutions and other documents required by law to be so attached.
- (b) The information as set out in the First Schedule is true, accurate and not misleading.
- (c) Each Group Member has been duly incorporated and is valid existing under the laws of their respective jurisdiction of incorporation and neither of them is in receivership or liquidation and each of them has taken no steps to enter into liquidation and no petition has been presented for winding up.
- (d) Except the Share Mortgage which shall be released and/or discharged on or before Completion, there is no Encumbrances on, over or affecting any part of the issued share capital of the Group Members and there is no agreement or commitment to give or create any of the foregoing and no claim has been made by any person to be entitled to any of the foregoing which has not been waived in its entirety or satisfied in full.

4. Compliance with Legal Requirements

- (a) Compliance has been made with all legal and procedural requirements and other formalities in connection with each Group Member concerning:-
 - (i) its articles of association;
 - (ii) the filing of all documents required by the jurisdictions to which it is subject, including the BVI Companies Act or Companies Ordinance (Cap.622 of the Laws of Hong Kong) and its predecessor ordinance (i.e. Cap. 32 of the Laws of Hong Kong), as the case may be or other appropriate legislation to be filed with the relevant companies registry or other appropriate regulatory bodies;
 - (iii) issues of shares, debentures or other securities;
 - (iv) payments of dividends and making of other distributions; and
 - (v) appointment or resignation of directors and secretaries.
- (b) The registers of members/shareholders and other statutory books and records of each Group Member have been properly written up and are correct and up-to-date. No Group Company has received any application or request for rectification of any of its statutory books, so far as the Vendor is aware, no circumstances which might lead to any such application or request for rectification of such registers to be made have arisen or occurred.
- (c) The minutes books of directors' meetings and of shareholders' meetings of each Group Member contain all resolutions passed by its directors and shareholders respectively and no resolutions have been passed by either the

directors or the shareholders of the Group Member which are not recorded in the relevant minutes books.

- (d) Each Group Member has complied with all laws and regulations applicable to it and its business in all material respects.

5. Accounts and financial matters

- (a) All the accounting books and records of whatsoever kind, of each Group Member:
 - (i) do not contain any material inaccuracies or discrepancies of any kind;
 - (ii) give and reflect a true and accurate view of its state of affairs and financial position; and
 - (iii) have been properly kept and maintained in all material respects in accordance with relevant laws applicable thereto.
- (b) The Management Account, the Pro-forma Completion Account and the Completion Account of the Group:
 - (i) will be prepared in accordance with applicable laws and Hong Kong Financial Reporting Standards issued by the Hong Kong Institute of Certified Public Accountants at the time they are prepared and consistently applied; and
 - (ii) are true and accurate, correctly make or include adequate provision for any bad and doubtful debts, impairment and all accrued liabilities (including dividends or other distributions), make proper and adequate provision for (or contain a note in accordance with good accounting practice) all deferred, disputed or contingent liabilities (whether liquidated or unliquidated) and all capital commitments and the reserves and provisions (if any) made therein for all Taxation relating to any period on or before the Completion Date are proper and adequate.
- (c) All existing bank mandates and/or accounts (if applicable) in force for the Group Member(s) shall be altered in such manner or closed as the Purchaser shall reasonably require at Completion.
- (d) Each Group Member has duly filed with the Tax Authority all tax returns required to be filed and all such returns and notification to the Tax Authority.

6. Properties

- (a) The particulars of the Properties as set out in Part A of the Second Schedule are true and accurate and the Group has no other land or properties of any tenure.

- (b) The Relevant Company is the sole legal and beneficial owner of the Properties and the Fittings and Equipment and have a good title to the Properties in accordance with Sections 13 and 13A of Conveyancing and Properties Ordinance (Cap 219 of the laws of Hong Kong) free from Encumbrances except the Debenture and Mortgage which shall be released and/or discharged on or before Completion.
- (c) The Relevant Company shall have possession of the Properties and the Fittings and Equipment on an “as-is” basis on Completion, free from Encumbrances subject to the building works being carried out or to be carried out in accordance with the building contract(s) in respect of the Properties (or any part(s) thereof) entered into by the Relevant Company and disclosed to the Purchaser on or before the date of this Agreement provided that no representation or warranty as to the quality and condition of any of the Fittings and Equipment or whether they will be in good working condition is or will be given and that no maintenance or defect liability for any of them will be provided. The Debenture and Mortgage in respect of the Properties shall be released and/or discharged on or before Completion.
- (d) Up to and as at the date hereof, the Relevant Company has not received any notice or order under the Lands Resumption Ordinance (Cap.124 of the Laws of Hong Kong) or the Mass Transit Railway (Land Resumption and Related Provisions) Ordinance (Cap.276 of the Laws of Hong Kong) or any other notice or order of a similar nature adversely affecting the Properties (or any parts thereof).
- (e) There is no unauthorised or illegal structure or alteration on or within or appertaining to the Properties (or any parts thereof) in accordance with the Buildings Ordinance or its subsidiary legislations and as at the date hereof, neither the Vendor nor the Relevant Company has received any notice demand or order from the Buildings Authority or other competent authority which requires the Relevant Company to demolish or reinstate or carry out any works to any part of the Properties.
- (f) Save as disclosed, there is no outstanding action, disputes, claims or demands (contingent or otherwise) of any material nature between the Relevant Company and any third party relating to the Properties or any part thereof.
- (g) The Relevant Company has not committed any breach of and will up to Completion continue to observe all terms, covenants and conditions contained in the Government Lease in respect of the Properties and to the best of the knowledge, information, belief or awareness of the Vendor, there is no outstanding notice or demand from the Government of any breach of any such terms, covenants or conditions.
- (h) At the date hereof, the Properties are currently vacant.

7. Businesses

- (a) Save for the business as stated in the First Schedule, each Group Member has not carried out any other business since the date of its incorporation.
- (b) No Group Member has or has ever had any place of business or branch or permanent establishment outside its jurisdiction of incorporation.

8. Insolvency

- (a) No receiver, manager or the like has been appointed of the whole or any part of the assets or undertaking of any Group Member.
- (b) No petition has been presented, no order has been made and no resolution has been passed for the bankruptcy, winding-up or dissolution of any Group Member or for a provisional liquidator to be appointed in respect of any of any Group Member.
- (c) No Group Member has stopped payment or is insolvent or unable to pay its debts within the meaning of Section 178 of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap 32 of the Laws of Hong Kong) or under any similar provisions of other relevant jurisdictions.
- (d) No distress, execution or other process has been levied in respect of the whole or any part of the property, assets and/or undertakings of the Group Member(s).
- (e) No unsatisfied judgment, order, decree, award or decision is outstanding against any Group Member or for any person whose acts or defaults the Group Member(s) may be vicariously liable.

9. Litigation

Save as disclosed, at the date hereof, no Group Member is engaged (whether as plaintiff, defendant or otherwise) in any litigation or arbitration, administrative or criminal or other proceeding and no litigation or arbitration, administrative or criminal or other proceedings against any Group Member is pending, threatened or expected and there is no fact or circumstance likely to give rise to any such litigation or arbitration, administrative or criminal or other proceedings.

10. Material Contracts

- (a) No Group Member will, on Completion, have any of the followings which is outstanding or subsisting:
 - (i) save as disclosed and such contracts and agreements dated after the date hereof and with prior consent of the Purchaser in accordance with this Agreement, none of the Group Members is a party to any contracts, agreements or arrangements under which it has any outstanding liability (whether contingent or actual);
 - (ii) power of attorney or other authority (express, implied or ostensible) to any person to enter into any contract or commitment on its behalf; and

- (iii) Save for the Sale Loan and the bank credit lines available to the Group Members as disclosed, none of the Group Members has any borrowing, loan or debts of similar nature (for the avoidance of doubt, excluding normal liabilities incurred in the ordinary course of business).

11. Insurance

- (a) The Relevant Company has effected and maintains valid policies of insurance in an amount and to the extent that it is prudent to do so for the Properties. All premiums due in respect of such policies of insurance have been paid in full.
- (b) The Relevant Company has not done or has omitted to do any acts or things whereby any of the said policies has or may become void or voidance.
- (c) No claim is outstanding either by the insurer or the insured under any of the said policies and the Relevant Company has waived any right of material or substantial value under any of the said policies.

FOURTH SCHEDULE

Form of Deed of Assignment of Sale Loan

Dated the day of 2024

EMPEROR PROPERTY DEVELOPMENT LIMITED

(英皇物業發展有限公司)

(as Assignor)

and

POLY KEEN INTERNATIONAL LIMITED

(as Assignee)

and

STAR OMEN LIMITED

(as Company)

DEED OF ASSIGNMENT

in respect of

SALE LOAN to

STAR OMEN LIMITED

THIS DEED OF ASSIGNMENT is made

2024

BETWEEN:

- (1) **EMPEROR PROPERTY DEVELOPMENT LIMITED (英皇物業發展有限公司)** (Company No. 401144), a company incorporated in the British Virgin Islands whose registered office is situate at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (the “**Assignor**”);
- (2) **POLY KEEN INTERNATIONAL LIMITED** (Company No. 1027402), a company incorporated in the British Virgin Islands whose registered office is situate at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (the “**Assignee**”); and
- (3) **STAR OMEN LIMITED** (Company No.2141266), a company incorporated in the British Virgin Islands whose registered office is situate at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (the “**Company**”).

WHEREAS:

- (A) This Deed is made pursuant to an Agreement (the “**Agreement**”) in relation to the sale and purchase of all the issued shares of and loan advanced to the Company dated _____ and made between, inter alia, the Assignor as vendor and the Assignee as purchaser.
- (B) As at the date hereof, the Company is indebted to the Assignor in the sum of HK\$ _____ (the “**Sale Loan**”).
- (C) The Assignor has agreed to transfer and assign all its title, rights, interests and benefits of and in the Sale Loan to the Assignee.

NOW THIS DEED WITNESSETH as follows: -

- (1) In consideration of the amount of HK\$ _____ paid by the Assignee to the Assignor (receipt of which is hereby acknowledged by the Assignor), the Assignor as beneficial owner hereby transfers and assigns unto the Assignee the Sale Loan and all its title, rights, interests and benefits in and to the Sale Loan free from Encumbrances (as defined in the Agreement) absolutely with immediate effect to the intent that the Assignee shall be solely and absolutely entitled to the same to the exclusion of the Assignor.
- (2) The Assignor hereby warrants to the Assignee that: -
 - (a) at the date hereof, the Sale Loan of HK\$ _____ which is unsecured, interest-free and repayable upon demand is duly and validly owing by the Company to the Assignor and constitutes the entire sum repayable by the Company to the Assignor;

- (b) the Assignor is the sole legal and beneficial owner of the Sale Loan and has full power and authority to enter into this Deed and assign the Sale Loan without any consent or approval from any third party; and
 - (c) the Sale Loan is hereby assigned to the Assignee free from any Encumbrances.
- (3) The Company hereby acknowledges and confirms to the Assignee that due notice in writing of the assignment of the full benefit and advantage of the Sale Loan has been received by the Company and as from the date hereof, the Sale Loan is owed to the Assignee and the Company will henceforth make all payments due under the Sale Loan, and discharge all of its obligations in respect thereof, to the Assignee directly instead of to the Assignor.
 - (4) The Assignor covenants with the Assignee to pay to the Assignee immediately on receipt of repayment of principal and/or interest which is received by the Assignor after the date hereof from the Company in respect of the Sale Loan, and until such payment, to hold the same on trust for the Assignee absolutely.
 - (5) Application of the Contracts (Rights of Third Parties) Ordinance is hereby expressly excluded.
 - (6) This Deed shall be governed by and construed in accordance with the laws of Hong Kong and the Parties hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.

IN WITNESS whereof the parties hereto have executed this Deed as a deed the day and year first above written.

The Assignor

SEALED WITH THE COMMON SEAL OF
**EMPEROR PROPERTY DEVELOPMENT
LIMITED (英皇物業發展有限公司)** and signed
by

)
)
)
)
)

in the presence of:

) _____
) Name:
) Title: Authorised Signatory

Signature of witness: _____
Name:

The Assignee

SEALED WITH THE COMMON SEAL OF
POLY KEEN INTERNATIONAL LIMITED
and signed by

)
)
)
)
)

in the presence of:

) _____
) Name:
) Title: Authorised Signatory

Signature of witness: _____
Name:

We confirm that we have been notified of the assignment referred to in this Deed. We acknowledge and confirm that as from the date of this Deed, the Sale Loan is owing to the Assignee and the Assignee is entitled at any time and from time to time to require repayment of all or part of the Sale Loan and we will make any payments due in respect of the Sale Loan to the Assignee.

For and on behalf of
STAR OMEN LIMITED

Name:
Title: Authorised Signatory

FIFTH SCHEDULE

Form of Tax Deed

Dated the day of 2024

EMPEROR PROPERTY DEVELOPMENT LIMITED

(英皇物業發展有限公司)

and

POLY KEEN INTERNATIONAL LIMITED

STAR OMEN LIMITED

DEED OF INDEMNITY
in respect of
TAXATION

THIS DEED OF INDEMNITY is dated

and is made

BY:

EMPEROR PROPERTY DEVELOPMENT LIMITED (英皇物業發展有限公司) (Company No. 401144), a company incorporated in the British Virgin Islands whose registered office is situate at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (the “**Vendor**”)

IN FAVOUR OF

POLY KEEN INTERNATIONAL LIMITED (Company No. 1027402), a company incorporated in the British Virgin Islands whose registered office is situate at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (the “**Purchaser**”); and

STAR OMEN LIMITED (Company No. 2141266), a company incorporated in the British Virgin Islands whose registered office is situate at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands acting for each Group Member (including itself) (the “**Company**”)

WHEREAS: -

- (A) By an agreement dated _____ relating to the sale and purchase of all the issued shares of and loan advanced to the Company (the “**SP Agreement**”) made between the Vendor and the Purchaser, the Vendor has agreed to sell and the Purchaser has agreed to purchase the Sale Share (as defined in the SP Agreement) and Sale Loan (as defined in the SP Agreement) on the terms and conditions therein contained.
- (B) It is a term of the SP Agreement that the Vendor shall deliver to the Purchaser and the Company this Tax Deed upon completion of the SP Agreement.

NOW THIS DEED WITNESSES as follows:-

1. INTERPRETATION

- 1.01 Words and expressions used herein, unless otherwise expressed or required by context, shall have the meanings as those used or defined in the SP Agreement.
- 1.02 In this Deed, in addition to the definitions in the SP Agreement, the following words and expressions shall have the following meanings:-

<u>Expression</u>	<u>Meaning</u>
Group	the Company and its subsidiaries, as more particularly described in the Schedule and individually “ Group Member ”;

Tax Claim in respect of any period prior to and the Completion Date, any assessment, notice, demand or other document issued or action taken by or on behalf of any Tax Authority under which the Group is liable or is sought to be made liable for any payment of Taxation or to be deprived of any Relief which Relief would, but for the Tax Claim, have been available to the Group Member(s); and

Relief any relief, allowance, set-off or deduction in computing profits or credit or right to repayment of Taxation available to the Group Member(s) granted by or pursuant to any legislation concerning or otherwise relating to the Group.

1.03 In the event of deprivation of any Relief, there shall be treated as an amount of Taxation for which liability has arisen to the extent that if such deprivation results in liability to make actual payments of Tax but not for loss of tax benefit.

2. Indemnity

2.01 Subject as hereinafter provided, the Vendor hereby covenants and agrees with the Purchaser and the Company (acting for itself and each Group Member) that it will fully and effectually indemnify and at all times keep fully and effectually indemnified the Purchaser from and against:-

- (a) any and all Taxation falling on any Group Member resulting from or by reference to any income, profits, gains, transactions, events, matters or things earned, accrued, received, entered into, existing or occurring up to the Completion Date, whether alone or in conjunction with any other circumstances whenever occurring and whether or not such Taxation is primarily chargeable against or attributable to any other person, firm or company, but not further or otherwise;
- (b) all reasonable costs (including all legal costs), expenses or other liabilities which the Purchaser or any Group Member may reasonably incur in connection with:-
 - (i) any legal proceedings in which the Purchaser and/or the relevant Group Member claims under or in respect of this Deed and in which judgment is given for the Purchaser and/or the Group Member;
 - (ii) the enforcement of any such settlement or judgment; or
 - (iii) any settlement of any claim under this Deed.

3. Limitation of Liabilities

- 3.01 This Deed does not cover any Tax Claim and the Vendor shall be under no liability under this Deed in respect of Taxation:-
- (a) to the extent that provision or allowance has been made for such Taxation in the Completion Account; or
 - (b) which would not have arisen but for any act or omission effected at the written request of the Purchaser prior to Completion; or
 - (c) to the extent that such Tax Claim or Taxation arises or is incurred as a result of the imposition of Taxation as a consequence of any retrospective change in the law or practice coming into force after the date hereof or to the extent such Tax Claim arises or is increased by an increase in rates of Taxation after the date hereof with retrospective effect; or
 - (d) which arises as a result of a change in accounting policies after Completion; or
 - (e) to the extent that such Taxation or Tax Claim would not have arisen but for any voluntary transaction or act or omission of the Group Member or the Purchaser (whether alone or in conjunction with some other act, omission or transaction whenever occurring) after Completion; or
 - (f) which the Group is primarily liable as a result of transactions after Completion; or
 - (g) to the extent that it arises from the deferred Taxation of the Group Member(s) resulting from the revaluation gain on the Properties; or
 - (h) to the extent that the Purchaser has recovered damages or any other amount under the SP Agreement (whether for breach of Warranty or otherwise) or under this Deed in respect of the same loss, liability, damage or event; or
 - (i) to the extent such Taxation arises from the sale or transfer or disposal of the Properties (or any part(s) thereof) or any form of change in ownership of the Properties or of the shareholding of any Group Member by the Purchaser or/and another Group Member after Completion.
- 3.02 (a) Any provision for Taxation (not being a provision for deferred Taxation) in the Completion Account having been proved to have been over provided for; and
- (b) the amount of Taxation credits reliefs or set-offs due to or received by the Purchaser or the Group Member(s) by reference to the period up to Completion to the extent that they can be utilised to reduce a liability to Taxation (except to the extent that the same shall have been taken into account in the Completion Account),

shall be set off against the liability of the Vendor under this Deed.

3.03 Notwithstanding anything to the contrary in this Deed,

- (a) there shall be no double recovery by the Purchaser (acting for itself and all Group Members) under this Deed, the SP Agreement and any documents giving effect to the transactions under the SP Agreement;
- (b) in no event shall the Vendor be liable to the Purchaser or any Group Member(s) for any indirect, consequential, punitive or special damages or loss of profits;
- (c) the amount that would be recoverable from the Vendor in respect of a Tax Claim when aggregated with the amount so recoverable in respect of any other Tax Claim(s) and/or other claim(s) under the SP Agreement and any documents giving effect to the transactions under the SP Agreement against the Vendor ("**Other Claims**") shall not be less than HK\$2,000,000 subject that the maximum liability of the Vendor under this Deed, the SP Agreement and any other documents giving effect to the transactions under the SP Agreement in aggregate shall not exceed an amount equivalent to the Transaction Consideration actually received by the Vendor ("**Maximum Liability**");
- (c) the Vendor shall not be liable in respect of any claim under this Deed unless a written notice of such claim specifying (in reasonably sufficient details, to the reasonable extent practicable) the matter giving rise to the claim and the estimated amount of such claim has been received by the Vendor on or prior to the date failing on the expiry of the seventh (7th) anniversary of the Completion Date.

4. Tax Claim

4.01 Without prejudice to Clause 3 above, in the event of any Tax Claim arising, the Purchaser and any Group Member(s) shall give or procure that notice thereof is given, as soon as reasonably practicable, to the Vendor and, as regards any Tax Claim, the Purchaser and the Company shall take such action as the Vendor may reasonably request to cause the Tax Claim to be withdrawn, or to dispute, resist, appeal against, compromise or defend the Tax Claim and any determination in respect thereof, but subject to the Purchaser and the Company being indemnified and secured to their reasonable satisfaction by the Vendor from and against any and all costs, losses and liabilities (including increase Taxation) which may be thereby sustained or incurred.

5. Reimbursement

If after the Vendor has made any payment pursuant to this Deed, the Purchaser or any Group Member(s) shall receive a refund of all or part of the relevant Taxation in relation to that particular Tax Claim, the Purchaser and/or the Company shall within 5 Business Days after receipt of such refund repay to the Vendor the refund received by the Group and/or the Purchaser after deducting the following:-

- (a) any reasonable costs, charges and expenses payable or sustained or reasonably incurred by any Group Member and/or the Purchaser in recovering such refund; and
- (b) the amount of any additional Taxation which may be suffered or incurred by the Group Member and/or the Purchaser in consequence of such refund.

6. Miscellaneous

- 6.01 Time shall be of the essence of this Deed.
- 6.02 This Deed is governed by and shall be construed in all respects in accordance with the laws of Hong Kong and the Parties irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts in relation to any proceedings arising out of or in connection with this Deed.
- 6.03 If any particular provision or part of this Deed shall be held to be illegal, invalid or unenforceable by any applicable laws applied by any court of competent jurisdiction, this Deed shall be deemed to be amended by the deletion of such provision or part held to be illegal, invalid or unenforceable without affecting the legality, validity and enforceability of the remaining provisions of this Deed under such laws and the legality, validity and enforceability of such provision or part under the law of any other jurisdiction shall not be affected.
- 6.04 The whole or any part of the benefit of this Deed shall not be assignable by any Party without the prior written consent of the other party.
- 6.05 No delay or omission by any of the Parties in exercising any rights, powers or privileges hereunder shall impair such rights, powers or privileges or be construed as a waiver thereof. Any single or partial exercise of any such rights, power or privileges shall not preclude the further exercise of any right, power or privilege. The rights and remedies of any of the Parties provided in this Deed are cumulative and not exclusive of any rights and remedies provided by law.
- 6.06 No third party other than the Group Members will have any right under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce or enjoy the benefit of any of the provisions of this Deed. The Deed may be varied from time to time or rescinded without the consent of any third party (including the Group Members except the Company).
- 6.07 The provisions of Clause 14 of the SP Agreement shall be incorporated (mutatis mutandis) in and be deemed to be part of this Deed. Any notices to the Company may be issued to the Purchaser as agent for the Company.

IN WITNESS whereof the Parties have caused this Deed duly executed the day and year first above written.

SCHEDULE

Subsidiaries of the Company

Name : **Harbour Honour Limited**

Company Number : 2146816

Date of Incorporation : 19 April 2024

Place of Incorporation : British Virgin Islands

Registered Office : Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands

Name : **Star Stage Limited**

Company Number : 2146822

Date of Incorporation : 19 April 2024

Place of Incorporation : British Virgin Islands

Registered Office : Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands

Name : **Century Chain Limited**

Unique Business Identifier / Business Registration Number : 6872212

Date of Incorporation : 2 January 2018

Place of Incorporation : Hong Kong

Registered Office : 28th Floor, Emperor Group Centre, 288 Hennessy Road, Wanchai, Hong Kong

The Vendor

SEALED WITH THE COMMON SEAL OF
**EMPEROR PROPERTY DEVELOPMENT
LIMITED (英皇物業發展有限公司)**and signed
by

)
)
) _____
) Name:
)
) Title: Authorised Signatory

in the presence of:

Signature of witness: _____
Name:

The Purchaser

SEALED WITH THE COMMON SEAL OF
POLY KEEN INTERNATIONAL LIMITED
and signed by

)
)
) _____
) Name:
)
) Title: Authorised Signatory

in the presence of:

Signature of witness: _____
Name:

The Company

SEALED WITH THE COMMON SEAL OF
STAR OMEN LIMITED and signed by

)
)
) _____
) Name:
)
) Title: Authorised Signatory

in the presence of:

Signature of witness: _____
Name:

EXECUTION PAGE TO THE SALE AND PURCHASE AGREEMENT

Vendor

SIGNED by
duly authorised for and on behalf of
**EMPEROR PROPERTY DEVELOPMENT
LIMITED (英皇物業發展有限公司)**

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Name: YUN CHANGMING
Title: Authorised Signatory

Purchaser

SIGNED by
duly authorised for and on behalf of
POLY KEEN INTERNATIONAL LIMITED

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Name: TODD, EVAN
Title: Authorised Signatory