

Dated the 28<sup>th</sup> day of August 2026

**YUE HENG REAL ESTATE HOLDINGS LIMITED**

**and**

**QUANTUM LIVING ACCOMMODATION LIMITED**

**and**

**EASYKNIT INTERNATIONAL HOLDINGS LIMITED**

---

**AGREEMENT**

relating to the sale and purchase of the entire issued share capital of

**SUCCESS ACTIVE LIMITED**

---

**DENTONS**

**Dentons Hong Kong LLP**

Suite 3201, Jardine House

1 Connaught Place

Central, Hong Kong

Ref: 1000799.00001/SC/ EC

Tel: (852) 2523 1819

Fax: (852) 2868 0069

## Table of Contents

| Clause No. | Description                                                                                      | Page No. |
|------------|--------------------------------------------------------------------------------------------------|----------|
| 1.         | DEFINITIONS AND INTERPRETATION.....                                                              | 1        |
| 2.         | SALE AND PURCHASE.....                                                                           | 12       |
| 3.         | PURCHASE PRICE.....                                                                              | 12       |
| 4.         | CONDITIONS.....                                                                                  | 16       |
| 5.         | COMPLETION .....                                                                                 | 17       |
| 6.         | WARRANTIES AND INDEMNITIES.....                                                                  | 19       |
| 7.         | DUE DILIGENCE, ACCEPTANCE OF TITLE AND AS-IS CONDITION.....                                      | 22       |
| 8.         | CONDUCT OF BUSINESS PENDING COMPLETION, OTHER OBLIGATIONS AND POST-COMPLETION ARRANGEMENTS ..... | 23       |
| 9.         | TERMINATION .....                                                                                | 27       |
| 10.        | ENTIRE AGREEMENT .....                                                                           | 28       |
| 11.        | REMEDIES CUMULATIVE.....                                                                         | 29       |
| 12.        | NO WAIVER .....                                                                                  | 29       |
| 13.        | TIME OF THE ESSENCE .....                                                                        | 29       |
| 14.        | SEVERANCE.....                                                                                   | 29       |
| 15.        | AMENDMENTS.....                                                                                  | 29       |
| 16.        | ANNOUNCEMENTS AND RESTRICTIONS ON DISCLOSURE .....                                               | 29       |
| 17.        | FURTHER ASSURANCE .....                                                                          | 30       |
| 18.        | COUNTERPARTS.....                                                                                | 31       |
| 19.        | SUCCESSORS .....                                                                                 | 31       |
| 20.        | ASSIGNMENT .....                                                                                 | 31       |
| 21.        | SURVIVAL.....                                                                                    | 31       |
| 22.        | STAMP DUTY AND EXPENSES .....                                                                    | 31       |
| 23.        | NOTICES .....                                                                                    | 31       |
| 24.        | RIGHTS OF THIRD PARTIES .....                                                                    | 33       |
| 25.        | LAW AND JURISDICTION .....                                                                       | 33       |
| 26.        | VENDOR'S GUARANTEE .....                                                                         | 33       |
| 27.        | PROCESS AGENT .....                                                                              | 35       |
|            | SCHEDULE 1 CORPORATE INFORMATION .....                                                           | 36       |
|            | SCHEDULE 2 TITLE DEEDS AND DOCUMENTS .....                                                       | 37       |
|            | SCHEDULE 3 PART 1 WARRANTIES .....                                                               | 77       |
|            | PART 2 PURCHASER WARRANTIES.....                                                                 | 94       |
|            | SCHEDULE 4 LIMITATIONS AND EXCLUSION OF VENDOR'S LIABILITIES .....                               | 96       |



|                                                             |     |
|-------------------------------------------------------------|-----|
| SCHEDULE 5 COMPLETION ARRANGEMENTS .....                    | 98  |
| SCHEDULE 6 RESTRICTED ACTIONS PENDING COMPLETION .....      | 103 |
| SCHEDULE 7 COMPLETION ACCOUNTS.....                         | 105 |
| SCHEDULE 8 CONTRACTS.....                                   | 108 |
| SCHEDULE 9 INSURANCES.....                                  | 109 |
| SCHEDULE 10 CERTIFICATES, PERMITS AND LICENCES .....        | 110 |
| SCHEDULE 11 FORM OF COMPLETION ACCOUNTS .....               | 113 |
| SCHEDULE 12 NOVATED CONSTRUCTION RIGHTS & LIABILITIES ..... | 114 |
| SCHEDULE 13 FORM(S) OF DEED(S) OF NOVATION.....             | 115 |
| SCHEDULE 14 LIST OF CHATTELS.....                           | 141 |
| SCHEDULE 15 FORM OF HSB REDEMPTION CONFIRMATION .....       | 142 |
| SCHEDULE 16 FORM OF HSB REPAYMENT CONFIRMATION LETTER.....  | 145 |

**THIS AGREEMENT** is dated 28th August 2026 and is made

**BETWEEN**

**YUE HENG REAL ESTATE HOLDINGS LIMITED** 宇恒地產控股有限公司, a company incorporated under the laws of Cayman Islands with company no. CT-328719 (“**Vendor**”);

**QUANTUM LIVING ACCOMMODATION LIMITED**, a BVI company incorporated under the laws of the British Virgin Islands with BVI company no. 2215665 (“**Purchaser**”); and

**EASYKNIT INTERNATIONAL HOLDINGS LIMITED** 永義國際集團有限公司, a company incorporated under the laws of Bermuda with company no. 19913, the shares of which are listed on the Main Board of The Stock Exchange of Hong Kong Limited with stock code 1218 (“**Vendor’s Guarantor**”).

**BACKGROUND**

- (A) As at the date of this Agreement:
- (a) the Vendor is the sole legal and beneficial owner of the Company; and
  - (b) the Company is the sole registered, legal and beneficial owner of the Property.
- (B) The Vendor has agreed to sell the Sale Share to the Purchaser, and the Purchaser has agreed to make such purchase on and subject to the terms and conditions of this Agreement.
- (C) The Vendor is directly wholly-owned by Vendor’s Guarantor. The Vendor’s Guarantor has agreed to guarantee to the Purchaser the performance by the Vendor of its obligations under this Agreement and the Other Documents.
- (D) The Purchaser has, upon execution of this Agreement, received two (2) irrevocable undertakings (in form and substance previously agreed between the Vendor and the Purchaser) of Magical Profits Limited and Sea Rejoice Limited 樂洋有限公司 (which together hold more than 50% of the issued shares in the Vendor’s Guarantor as at the date of this Agreement) to vote in favour of the resolution(s) at the general meeting of the Vendor’s Guarantor to approve the sale of the Sale Shares and the transactions contemplated by this Agreement. Copy of the said 2 undertakings have been delivered to the Purchaser immediately before signing of this Agreement.

**BY WHICH IT IS AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Defined Terms**

In this Agreement unless the context requires otherwise:

“**Accounts**” means the audited financial statements of the Company comprising a statement of financial position of the Company as at 31 March 2025 and a statement of comprehensive income of the Company for the 12 months ended on 31 March 2025;

“**Accounts Date**” means 31 March 2025;

**“Affiliate”** means:

- (a) with respect to a legal person (including a natural person), any other person that, directly or indirectly through one or more intermediaries, Controls, or is Controlled by, or is under common Control with, such person; and
- (b) with respect to any natural person, the additional persons below:
  - (i) his spouse;
  - (ii) any child, or step-child, natural or adopted, under the age of 18 years of such natural person or of his spouse;
  - (iii) the trustees, acting in their capacity as such trustee, of any trust of which that natural person or any natural person within paragraph (b)(i) or (b)(ii) of this definition is a beneficiary or, in the case of a discretionary trust, is a discretionary object;

**“Auditors”** means KPMG, being the auditors of the Company for the purpose of preparing the Provisional Completion Accounts and/or the Completion Accounts;

**“Bank Accounts”** means collectively the bank accounts of the Company as at the date of this Agreement, the particulars of which are set out below:

| Name of Bank                         | Account No.    | Type of Account      |
|--------------------------------------|----------------|----------------------|
| Hang Seng Bank Limited<br>(i.e. HSB) | 395-661218-001 | HK\$ Current Account |
|                                      | 395-661218-883 | HK\$ Saving Account  |
|                                      | 337-374581-302 | HK\$ Loan Account    |

**“Books and Records”** includes all notices, registers, ledgers, correspondence, orders, inquiries, drawings, plans, data, books of account and other documents and all computer disks or tapes or other machine legible programs or other records;

**“Business Day”** means any day(s) (not being a Saturday, Sunday, public holiday in Hong Kong and the People's Republic of China, or any day on which tropical cyclone warning signal No. 8 or above or black rainstorm warning is in force or remains in force in Hong Kong at any time from 9:00 a.m. to 5:30 p.m.) on which banks are open in Hong Kong and the People's Republic of China to the general public for business;

**“BVI”** means the British Virgin Islands;

**“Chattels”** means all and any furniture, fixtures, fittings, chattels, goods, inventory, equipment and electrical appliances present in, on or appertaining to the Property which will be delivered to the Purchaser alongside vacant possession of the Property (excluding the Ground Floor Shop) on the Completion Date, a list of which is set out in Schedule 14 hereto;

**“Claim”** means any claim made by the Purchaser against the Vendor pursuant to this Agreement and/or the Other Documents which includes a Warranty Claim;



**“Companies Ordinance”** means the Companies Ordinance (Cap. 622, as amended, of the Laws of Hong Kong);

**“Company”** means Success Active Limited, a company incorporated under the laws of the BVI with company no. 1965827, particulars of which are set out in Schedule 1;

**“Completion”** means completion of the sale and purchase of the Sale Share in accordance with Clause 5;

**“Completion Accounts”** means the audited financial statements of the Company (comprising a statement of financial position of the Company as at Completion and a statement of comprehensive income of the Company for the period from 1 April 2026 to the Completion Date) prepared and agreed or determined in accordance with Clause 3.4(b) and Schedule 7;

**“Completion Date”** means the date on which Completion takes place in accordance with Clause 5.1;

**“Completion Payment”** has the meaning given in Clause 3.2(c);

**“Completion Payment Balance”** has the meaning given in Clause 3.2(c)(ii);

**“Conditions”** means the conditions set out in Clause 4.1;

**“Construction Claims”** means unpaid construction, redevelopment, fit-out, consultancy, professional, contractor and/or related costs in connection with the Property, and any such fees, costs, charges, expenses, claims, liabilities or amounts which are disclosed and identified in Schedule 12;

**“Construction Contracts”** means (a) the main contract dated 5 September 2023 entered into between the Company and the Main Contractor in respect of the construction, redevelopment, and fitting-out of the Property and (b) the excavation and lateral support and foundation works contract dated 5 September 2022 entered into between the Company and the Main Contractor in respect of the Property;

**“Contracts”** has its meaning given in Clause 8.5(a)(i);

**“Control”** means, in relation to a person (other than a natural person):

- (a) possession, directly or indirectly, of the power to direct or cause the direction of the financial and operational policies of a person, whether through the ownership of voting securities, by contract or otherwise, and **“Controller”**, **“Controlled”**, **“Controlling”** and **“Controls”** shall be construed accordingly;
- (b) the direct or indirect possession of more than 50% of the voting power of that person;  
or
- (c) the direct or indirect power to appoint a majority of the members of, or otherwise control, the board of directors or similar governing body of that person;

**“Co-operation Agreement”** means the co-operation agreement dated 11 June 2025 relating to the Residential Portion entered into between the Company (as owner) and the Operator (as operator);



**“CPO”** means the Conveyancing and Property Ordinance (Cap. 219 of the Laws of Hong Kong);

**“Deed(s) of Novation”** means the deed(s) of novation in the agreed form(s) set out in Schedule 13 and to be entered into among the Company, the Vendor, the Main Contractor, the Purchaser and the relevant Professional Party/Parties in respect of the Novated Construction Rights & Liabilities;

**“Deposit”** has the meaning given in Clause 3.2(b);

**“Deviation from GBP”** means the demolition of the wall(s) separating the Gym and TBE Room 2 and the wall(s) separating TBE Room 2 and A/C Plant Room (Non-Domestic) on 5<sup>th</sup> Floor of the Property (as shown on 2<sup>nd</sup> to 5<sup>th</sup> Floor Plan (4<sup>th</sup> Floor Omitted) of the General Building Plan);

**“Disclosed”** means fairly and fully disclosed with reasonable specificity and sufficient particularity to enable the Purchaser to identify the nature and scope of the matter, fact or circumstance as disclosed in the Disclosure Letter;

**“Disclosure Letter”** means a letter of the same date as this Agreement in the agreed form signed by the Vendor and addressed to the Purchaser and to be delivered to the Purchaser upon the execution of this Agreement;

**“Dispute Notice”** has the meaning given in paragraph 4(b) of Schedule 7;

**“Due Diligence Documents”** means, collectively:

- (a) the documents which were contained in the virtual data room of the Vendor (<https://www.dropbox.com/scl/fo/no8xnmqb0e2oy8ncyvoj/ADVGC9SwZiH-cNgTGD3kq8?rlkey=60b22sf6u6jgxa5firls2tx7il&st=s83jeof7&dl=0>), and were made available prior to this Agreement; and
- (b) such written correspondences up to and including the date of this Agreement supplied by or passing from the Company, the Vendor and/or the Vendor’s Solicitors and all the enclosures, in each case to the extent uploaded to and made available in the virtual data room of the Vendor (<https://www.dropbox.com/scl/fo/no8xnmqb0e2oy8ncyvoj/ADVGC9SwZiH-cNgTGD3kq8?rlkey=60b22sf6u6jgxa5firls2tx7il&st=s83jeof7&dl=0>) on or before the date of this Agreement,

in each case, to the extent set out in Annex A to the Disclosure Letter for the purpose of identification;

**“Earnest Money”** has the meaning given in Clause 3.2(a);

**“Encumbrance”** means a mortgage, charge, pledge, lien, option, trust, subordination, assignment, proxy, shareholders’ agreement, profit sharing agreement, restriction on the right to exercise the vote attached thereto, restriction on right to sell, transfer or assign, right of first refusal, right of pre-emption, third-party right or interest, other encumbrance or security interest of any kind, another type of preferential arrangement (including a title transfer or retention arrangement), and any agreement or obligation to create or grant any of the aforesaid;

**“Existing Debenture and Mortgage”** means the debenture and mortgage (incorporating a building mortgage over the Property) dated 30 September 2021 executed by the Company in favour of HSB and registered in the Land Registry with Memorial No.21102002470028;

**“Expression of Interest”** means the non-binding expression of interest issued by BentallGreenOak China Investment Advisers Limited on 30 April 2026 and accepted by the Vendor and the Vendor’s Guarantor on 4 May 2026;

**“Financing Documents”** means:

- (a) the facility agreement dated 27 September 2021 (as amended and supplemented by a letter agreement dated 6 March 2025) made between the Company (as borrower), the Vendor and the Vendor’s Guarantor (as guarantors) and HSB (as lender);
- (b) the facility letter dated 31 December 2025 between the Company (as borrower), the Vendor and the Vendor’s Guarantor (as guarantors) and HSB (as lender); and
- (c) the deed of confirmation dated 23 January 2026 executed by the Company, the Vendor and the Vendor’s Guarantor (as obligors) in favour of HSB (as lender).

**“Fundamental Warranties”** means the Warranties set out in paragraphs 1, 7, 10(a), 10(b), 10(c), 20(c), 20(d) and 21(a) of Schedule 3;

**“General Building Plans”** means General Building Plans (Buildings Department Ref No.BD/2/4084/19) of the Property approved by the Building Authority on 17 March 2025;

**“Government Authority”** means any ministry, department or agency of the government (whether supranational, national or local) or any body exercising similar functions in Hong Kong;

**“Government Lease”** means, collectively, the Government Lease of Kowloon Inland Lot No. 1526, particulars of which are as follows:

|            |   |                                                                                              |
|------------|---|----------------------------------------------------------------------------------------------|
| Date       | : | 28 September 1926                                                                            |
| Parties    | : | King George the Fifth of the one part and Chau Tat Chiu and Tang Ho Shi of the other part    |
| Term       | : | 75 years commencing from 4 April 1921 with a right of renewal for a further term of 75 years |
| Lot Number | : | Kowloon Inland Lot No.1526;                                                                  |

**“Ground Floor Shop”** means Shop 2, Ground Floor, No.478 Chatham Road North Kowloon situate and standing on the Property;

**“HK\$” or “Hong Kong Dollars”** means the lawful currency of Hong Kong;

**“HKFRS”** means the Hong Kong Financial Reporting Standards issued by the Hong Kong Institute of Certified Public Accountants;



**“Hong Kong”** means the Hong Kong Special Administrative Region of the People’s Republic of China;

**“HSB”** means Hang Seng Bank Limited;

**“HSB Loan”** means (a) the term loan facility of up to HK\$394,624,000 granted by HSB to the Company and (b) the term loan facility of HK\$375,000,000 granted by HSB to the Company, where the context shall so require, the outstanding amount of the principal sum and any interest accrued thereon;

**“Initial Purchase Price”** has the meaning given in Clause 3.1(b);

**“Intellectual Property”** means:

- (a) patents, trade marks, service marks, registered designs, applications for any of those rights, trade and business names (including internet domain names and e-mail address names), unregistered trade marks and service marks, copyrights, database rights, know-how, rights in designs and inventions, and any goodwill and reputation relating to any trade marks or service marks, whether registered or unregistered;
- (b) rights under licences, consents, orders, statutes or otherwise in relation to a right in paragraph (a); and
- (c) rights of the same or similar effect or nature as or to those in paragraphs (a) and (b),

in any part of the world;

**“Inter-Company Balances”** means any and all outstanding loans, indebtedness or liability (actual or contingent), contracts, arrangements and other amounts (if any) owing between the Company (on the one part) and the Vendor, the Vendor’s Guarantor and/or any other person(s) connected with any of them (on the other part);

**“Insurances”** means those insurance policies which are maintained by the Company and subsisting as at the date of this Agreement, particulars of which are set out in Schedule 9;

**“Land Registry”** means the Land Registry of Hong Kong;

**“Licence Agreement(s)”** means the licence agreements for the use or occupancy of units at the Residential Portion of the Property entered into under the operation of The Quad;

**“Licensees”** means any persons who have entered into the Licence Agreements with the Operator, having a right to occupy or stay at the Residential Portion, and use any amenities on the 5<sup>th</sup> and 6<sup>th</sup> Floor, of the Property, and **“Licensee”** means any of them as the context may require;

**“Licensed Premises”** means the part(s) and portion(s) of the Property which continues to be subject to the Licence Agreements on the Completion Date;

**“Listing Rules”** means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;



**“Longstop Date”** means 31 December 2026 (or such later date as the Vendor and the Purchaser may agree in writing);

**“Losses”** means, in respect of any matter, event or circumstance, all losses, claims, demands, actions, proceedings, judgments, awards, damages and other payments, costs, expenses or other liabilities of any kind;

**“Main Contractor”** means Chiu & Lee Partners Construction Company Limited (凱德工程有限公司), a company incorporated under the laws of Hong Kong with business registration no. 07304544;

**“Management Accounts”** means the unaudited financial statements of the Company comprising a statement of profit and loss of the Company for the period from 1 April 2025 through until the Management Accounts Date and a balance sheet of the Company as at the Management Accounts Date, copies of which are attached to this Agreement for the purpose of identification;

**“Management Accounts Date”** means 31 March 2026;

**“Net Asset Value”** means the total assets of the Company as at Completion (other than Property, plant and equipment (including Chattels) and deferred tax assets (if any)) minus the total liabilities of the Company, including the 2025/26 Co-operation Consultancy Fee (if unpaid) as at Completion (but excluding (i) deferred tax liabilities, (ii) the Novated Construction Rights & Liabilities, (iii) any amount owing by the Company to HSB in connection with the HSB Loan, and (iv) Inter-Company Balances or other amount owing by the Company to the Vendor, the Vendor’s Guarantor or any of their respective Affiliates which has been capitalized or converted into equity of the Company on or before Completion) to be determined with reference to the Pro Forma Completion Accounts or the Completion Accounts (as the case may be);

**“Novated Construction Rights & Liabilities”** means (a) the rights of the Company under or in connection with the Construction Contracts and any relevant professional appointment, engagement or contract with a Professional Party solely and directly relating to the determination, verification, dispute, reduction, set-off, refund, recovery of overpayment, adjustment or settlement of the Construction Claims, (b) the obligations and liabilities of the Company for payment, satisfaction and discharge of the Construction Claims, and (c) the obligations and liabilities of the Company for the payment, satisfaction and discharge of the outstanding professional fees payable to the relevant Professional Party/Parties in each case as identified in Schedule 12 and to be novated to the Vendor pursuant to the Deed(s) of Novation, provided that all other rights, benefits, title, interests, warranties, guarantees, defects liability rights, defect rectification rights, rights relating to the condition, workmanship, design, materials, completion or performance of the works, certificates, deliverables, plans, drawings, manuals, records and remedies of the Company under or in connection with the Construction Contracts and any relevant professional appointment, engagement or contract shall be retained by the Company;

**“Operator”** means Lab312 Limited, a company incorporated under the laws of Hong Kong with business registration no. 63501950;

**“Other Documents”** means the Disclosure Letter, the Deed(s) of Novation and any other documents executed pursuant to or in connection with this Agreement (as recognised and

confirmed by both the Vendor and the Purchaser), and **“Other Document”** means any of them as the context may require;

**“Pro Forma Completion Accounts”** has the meaning given in paragraph 1 of Schedule 7;

**“Professional Parties”** means any consultant, contractor, supplier, professional adviser, architect, engineer, quantity surveyor, building services consultant, structural / geotechnical engineer, BEAM consultant, wind tunnel consultant, project manager, fit-out contractor or any other person engaged or involved in the construction, redevelopment, refurbishment, fitting-out, conversion, or completion of the Property;

**“Property”** means ALL THOSE pieces or parcels of land registered in the Land Registry as The Remaining Portion of Section A of Kowloon Inland Lot No. 1526, Subsection 3 of Section A of Kowloon Inland Lot No. 1526, The Remaining Portion of Subsection 1 of Section A of Kowloon Inland Lot No. 1526, Subsection 2 of Section A of Kowloon Inland Lot No. 1526 and Section D of Kowloon Inland Lot No. 1526 TOGETHER with the messuages erections and buildings thereon now known as “NO.470 CHATHAM ROAD NORTH (formerly known as No.470 Chatham Road), NO.472 CHATHAM ROAD NORTH (formerly known as No.472 Chatham Road), NO.474 CHATHAM ROAD NORTH (formerly known as No.474 Chatham Road), NO.476 CHATHAM ROAD NORTH (formerly known as No.476 Chatham Road) and NO.478 CHATHAM ROAD NORTH (formerly known as No.478 Chatham Road), subject to:

- (a) such exceptions and reservations as contained in the Government Lease and the assignments registered in the Land Registry in respect of the Property;
- (b) such easements and other appurtenant rights as contained in the Government Lease and the said assignments; and
- (c) all easements, rights of way and all other rights (including appurtenant rights) to which the Property is now subject;

**“Property Encumbrance”** means a mortgage, charge, rental assignment, pledge, lien, option, right of first refusal, right of pre-emption, right to use or occupy, right to possess, lease, licence, trust, restrictive covenant, easement and/or right of way, order, notice or direction issued by any Government Authority, lis pendens, court order or writ, in each case affecting title to the Property, title transfer or retention arrangement and any agreement or obligation (registrable or not) to create or grant any of the aforesaid (where applicable);

**“Provisional Completion Accounts”** has the meaning given in paragraph 3 of Schedule 7;

**“Purchase Price”** means the consideration to be paid by the Purchaser to the Vendor for the Sale Share as specified in Clause 3.1(a);

**“Purchaser Warranties”** means the warranties set out in Part 2 of Schedule 3, and **Purchaser Warranty** means any of them as the context may require;

**“Purchaser’s Solicitors”** means Messrs. Dentons Hong Kong LLP;

**“Redemption Amount”** has the meaning given in Clause 3.2(c)(i);



**“REIT Code”** means the Code on Real Estate Investment Trusts published by the Securities and Futures Commission of Hong Kong;

**“Release”** means the original deed(s) of release and/or receipt(s) of discharge (dated the Completion Date and with effect from the Completion Date and in the form(s) reasonably approved by the Purchaser’s Solicitors) in respect of the Security Documents;

**“Relief”** means, any relief, allowance, set-off or deduction in computing profits or credit or right to repayment of Taxation granted by or pursuant to any legislation concerning or otherwise relating to Taxation;

**“Residential Portion”** means 7<sup>th</sup> to 12<sup>th</sup>, 15<sup>th</sup> to 23<sup>rd</sup> and 25<sup>th</sup> to 28<sup>th</sup> Floors of the Property;

**“Restricted Person”** means a person with whom dealings are restricted, prohibited, or sanctionable under the United Nations Sanctions Ordinance (Cap. 537, as amended, of the Laws of Hong Kong) or the laws of the United States, including as a result of that person’s:

- (a) being named on any list of persons subject to sanctions; or
- (b) being located, organized, or resident in, or directly or indirectly owned or controlled by the government of, any country or territory with which dealings are broadly and comprehensively prohibited by the United Nations Sanctions Ordinance or the laws of the United States; or
- (c) having direct or indirect ownership or control with a person described in (a) or (b) above;

**“Review Period”** has the meaning given in paragraph 4(a) of Schedule 7;

**“Sale Shares”** means all issued ordinary share(s) of the Company to be sold to the Purchaser pursuant to this Agreement, representing the entire issued share(s) of the Company held by the Vendor as at Completion and **“Sale Share”** means any one of them;

**“Security Documents”** means all those security documents provided as security for the HSB Loan, comprising:

- (a) the assignment of building contract (incorporating an assignment of other project related documents) dated 30 September 2021 and executed by the Company (as assignor) in favour of HSB;
- (b) an assignment of insurance dated 30 September 2021 and executed by the Company (as assignor) in favour of HSB;
- (c) an assignment of performance bond dated 30 September 2021 and executed by the Company (as assignor) in favour of HSB (as lender);
- (d) an assignment of rental proceeds (incorporating a charge on account) dated 30 September 2021 and executed by the Company (as assignor) in favour of HSB (as lender);
- (e) an assignment of sale proceeds (incorporating a charge on account) dated 30 September 2021 and executed by the Company (as assignor) in favour of HSB (as lender);



- (f) the Existing Debenture and Mortgage;
- (g) a funding agreement (incorporating completion undertaking) dated 30 September 2021 and executed by the Company (as borrower) and the Vendor and the Vendor's Guarantor (as covenantors) in favour of HSB (as lender);
- (h) a share charge in respect of the entire issued share capital of the Company dated 30 September 2021 and executed by the Vendor (as shareholder) in favour of HSB (as lender);
- (i) a subordination agreement dated 30 September 2021 and executed by the Company (as borrower) and the Vendor and the Vendor's Guarantor (as subordinated lenders) in favour of HSB (as lender); and
- (j) an assignment of co-operation agreement dated 11 June 2025 and executed by the Company (as assignor) in favour of HSB (as lender);

**"Stamp Duty Ordinance"** means the Stamp Duty Ordinance (Cap. 117, as amended, of the Laws of Hong Kong);

**"Shop Tenancy Agreement"** means the tenancy agreement dated 10 December 2025 entered into between the Company as landlord and the Shop Tenant as tenant in respect of the leasing of the Ground Floor Shop for a term from 16 May 2026 to 15 December 2028 (both dates inclusive);

**"Shop Tenant"** means Ying Ngai International Limited (英藝國際控股有限公司), a company incorporated under the laws of Hong Kong with business registration no. 76402989;

**"Tax" or "Taxation"** means:

- (a) any liability to any form of taxation whenever created or imposed of Hong Kong and without prejudice to the generality of the foregoing includes profits tax, provisional profits tax, income tax, interest tax, salaries tax, property tax, capital duty, stamp duty, payroll tax, withholding tax, rates, customs and excise duties and generally any tax, duty, impost, levy or rate or any amount payable to the revenue, customs or fiscal authorities of Hong Kong; and
- (b) all costs, interest, penalties, charges, fines and expenses incidental or relating to the liability to taxation or the deprivation of Relief or of a right to repayment of taxation which is the subject of the indemnity given by the Vendor pursuant to the Tax Indemnity to the extent that the same is/are payable or suffered by the Company;

**"Tax Authority"** means any government, state, municipality or any local state, federal or other fiscal, revenue, customs or excise authority, body or official applicable to the Company in Hong Kong;

**"Tax Claim"** means any claim against the Vendor under the Tax Indemnity;

**"Tax Indemnity"** means the indemnity given by the Vendor pursuant to Clause 6.8(a);

**"The Quad"** means the student hostel operating at the Property;

**“United States”** means the United States of America;

**“Vendor’s Solicitors”** means Messrs. Howse Williams;

**“Warranties”** means the representations, warranties and undertakings set out in Schedule 3 (including Fundamental Warranties), and **“Warranty”** means any of them as the context may require;

**“Warranty Claim”** means any claim against the Vendor under any Warranty(ies); and

**“2025/26 Co-operation Consultancy Fee”** means the co-operation consultancy fee in the amount of HK\$1,000,000 payable by the Company to the Operator under the Co-operation Agreement in respect of the academic year 2025/26.

## **1.2 Construction of References**

In this Agreement, unless the context requires otherwise, any reference:

- (a) to a Clause or Schedule is a reference to a Clause of or a Schedule to this Agreement;
- (b) to this Agreement, any other document or any provision of this Agreement or that document is a reference to this Agreement, that document or that provision as in force for the time being or from time to time amended in accordance with the terms of this Agreement or that document;
- (c) to a person includes an individual, a body corporate, a partnership, any other unincorporated body or association of persons, any Government Authority, state or state agency and any entity having legal personality;
- (d) to any document expressed to be **“in the agreed form”** means a document approved by the parties to this Agreement and, if not entered into contemporaneously with this Agreement, initialled by or on behalf of the Vendor and the Purchaser for the purposes of identification;
- (e) to a **“holding company”** or **“subsidiary”** shall have the same meanings given to those expressions respectively by sections 13 and 15 of the Companies Ordinance;
- (f) to a time of day is a reference to the time in Hong Kong, unless expressly indicated otherwise;
- (g) to an enactment includes that enactment as it may be amended, replaced or re-enacted at any time, whether before or after the date of this Agreement, and any subordinate legislation made under it;
- (h) to an **“agreement”** includes any document or deed, an arrangement and any other kind of commitment; and
- (i) to a **“right”** includes a power, a remedy and discretion.

## **1.3 Interpretation**

In this Agreement, unless the context otherwise requires:



- (a) words importing the plural include the singular and vice versa;
- (b) words importing a gender include every gender; and
- (c) the words “other”, “including” and “in particular” do not limit the generality of any preceding words and are not to be construed as being limited to the same class as the preceding words where a wider construction is possible.

#### **1.4 Headings and Contents**

The headings and the tables of contents in this Agreement do not affect its interpretation.

#### **1.5 Schedules**

This Agreement includes its Schedules and any reference to a paragraph is a reference to the paragraph of the relevant Schedule.

#### **1.6 Knowledge**

A reference in this Agreement to the Vendor’s knowledge, information, belief or awareness (and similar expressions):

- (a) is a reference to the best of the knowledge, information, belief or awareness of the Vendor, the Company and their respective directors; and
- (b) is deemed to include knowledge, information, belief or awareness which each such person would have if the person had made all reasonable enquiries.

### **2. SALE AND PURCHASE**

#### **2.1 Sale and Purchase**

On and subject to the terms and conditions contained in this Agreement, the Vendor shall sell the Sale Share free from all Encumbrances and with all rights now attached to the Sale Share including the right to receive all dividends and other distributions declared, made or paid on or after the Completion Date, and the Purchaser shall purchase the Sale Share with effect from Completion.

#### **2.2 Pre-emption Rights**

The Vendor waives, and will procure that any other person (including any other transferor of the legal interest in the Sale Share) waives, any right of pre-emption which each may have in respect of the Sale Share, whether pursuant to the articles of association of the Company or otherwise howsoever arising.

### **3. PURCHASE PRICE**

#### **3.1 Amount of Purchase Price**

- (a) The Purchase Price shall be an amount equal to the Initial Purchase Price as adjusted in accordance with Clause 3.5.

- (b) The **“Initial Purchase Price”** shall be an amount equal to the amount computed in accordance with the following:
  - (i) an amount equal to HK\$528,500,000 (being the agreed value of the Property);
  - (ii) plus the amount of the Net Asset Value as set out in the Pro Forma Completion Accounts (if it is a positive amount) or minus the absolute value of the amount of the Net Asset Value as set out in the Pro Forma Completion Accounts (if it is a negative amount).

### 3.2 Payment of Purchase Price

The Purchase Price shall be paid as follows:

- (a) an aggregate amount of HK\$5,285,000 representing earnest money (the **“Earnest Money”**) was paid on behalf of the Purchaser to the Vendor’s Solicitors as stakeholders on 30 April 2026 in accordance with the terms of the Expression of Interest, the receipt of which is hereby acknowledged, which shall be applied as initial deposit upon execution of this Agreement and represent part payment of the Purchase Price upon Completion;
- (b) a further deposit in the amount of HK\$47,565,000 (such amount, together with the Earnest Money, being a total sum of HK\$52,850,000 shall be referred to as the **“Deposit”**) shall be paid to the Vendor’s Solicitors as stakeholders within three (3) Business Days after the date of this Agreement, which shall represent part payment of the Purchase Price upon Completion. For the avoidance of doubt, any interest and income as may be generated from the Deposit (during the period when it is retained by the Vendor's Solicitors) shall belong to the Vendor absolutely;
- (c) an amount equal to the balance of the Initial Purchase Price after deducting the Deposit (such balance, being HK\$475,650,000 subject to adjustment in accordance with the provisions herein, shall be referred to as the **“Completion Payment”**) shall be paid by the Purchaser to the Vendor at Completion in the following manner:
  - (i) a sum equal to the amount payable to the Company’s current account with HSB designated under Clause 3.6(c), to fully repay the HSB Loan and fully release and discharge the Security Documents (including all further interest, prepayment fees, break funding fees and costs and expenses incurred by HSB for such release and discharge) at Completion (such total amount being the **“Redemption Amount”**), as notified, directed and instructed by the Vendor to the Purchaser in accordance with Clause 3.7 shall be made payable directly to HSB;
  - (ii) a sum equal to the balance of the Completion Payment (being the balance remaining after deducting the Redemption Amount from the Completion Payment) (the **“Completion Payment Balance”**) shall be paid by the Purchaser to the Vendor; and
- (d) an amount in respect of the adjustment of the Initial Purchase Price in accordance with Clause 3.5 shall be paid by the Purchaser or the Vendor (as the case may be) in accordance with Clause 3.5(b),



provided that the Deposit shall be held by the Vendor's Solicitors as stakeholders and not to be released to the Vendor until either upon Completion (in which case the Deposit shall represent part payment of the Purchase Price) or upon its release or forfeiture in accordance with the provisions of this Agreement.

### **3.3 Receipt of Purchase Price by Vendor's Solicitors and/or the Vendor's Guarantor**

Each of the Vendor's Solicitors and the Vendor's Guarantor is authorised and instructed by the Vendor to accept payment of any part of the Purchase Price for and on behalf of the Vendor. Accordingly, any payment made under this Agreement by or on behalf of the Purchaser to the Vendor's Solicitors and/or the Vendor's Guarantor shall be an absolute discharge of any obligation to pay the same to the Vendor.

### **3.4 Pro Forma Completion Accounts and Completion Accounts**

- (a) The parties shall procure that the Pro Forma Completion Accounts are prepared, delivered and agreed in accordance with paragraphs 1 and 2 of Schedule 7.
- (b) The parties shall procure that the Completion Accounts are prepared and agreed or determined in accordance with the provisions of Schedule 7 and shall comply with their respective obligations set out therein.

### **3.5 Adjustment of Initial Purchase Price**

- (a) The Initial Purchase Price shall be subject to the following adjustments following agreement or determination of the Completion Accounts:
  - (i) there shall be added to the Initial Purchase Price the amount (if any) by which the Net Asset Value (determined by reference to the Completion Accounts) is more (or less negative) than the Net Asset Value (determined by reference to the Pro Forma Completion Accounts); and
  - (ii) there shall be deducted from the Initial Purchase Price the amount (if any) by which the Net Asset Value (determined by reference to the Completion Accounts) is less (or more negative) than the Net Asset Value (determined by reference to the Pro Forma Completion Accounts).
- (b) Within fifteen (15) Business Days after agreement or determination of the Completion Accounts in accordance with Clause 3.4 and Schedule 7:
  - (i) if the Initial Purchase Price is increased pursuant to Clause 3.5(a)(i), the Purchaser shall pay to the Vendor the amount of the increase; and
  - (ii) if the Initial Purchase Price is reduced pursuant to Clause 3.5(a)(ii), the Vendor shall pay to the Purchaser (or as it may direct) the amount of the reduction.

### **3.6 Form of Payment**

Any payment to be made under this Agreement shall be made as follows:

- (a) (i) in the case of any payment to the Vendor:

- (A) cashier order(s) issued by a licensed bank in Hong Kong;
- (B) cheque(s) drawn by the Purchaser's Solicitors or the solicitors' firm acting for the Purchaser's financing bank(s); and/or
- (C) electronic or telegraphic transfer to the following designated account of the Vendor:

Bank Name: Hang Seng Bank Limited  
 Account Name: Yue Heng Real Estate Holdings Limited  
 Account No.: 239-726201-001;

- (b) (ii) in the case of any payment to the Purchaser:

- (A) cashier order(s) issued by a licensed bank in Hong Kong; and/or
- (B) cheque(s) drawn by the Vendor's Solicitors in favour of the Purchaser;
- (C) electronic or telegraphic transfer to the designated account of the Purchaser as notified by the Purchaser to the Vendor in writing within twenty (20) Business Days after the date of this Agreement;

- (c) in respect of the Redemption Amount, payment shall be made by the Purchaser or the Purchaser's financing bank to HSB at or before 2:00 p.m. on the Completion Date by electronic or telegraphic transfer to the following designated account of the Company:

Bank Name: Hang Seng Bank Limited  
 Account Name: Success Active Limited  
 Account No.: 395-661218-001;

- (d) such other method as the Purchaser and the Vendor may agree in writing.

### 3.7 Redemption Amount

- (a) The Vendor shall notify the Purchaser, by no later than eight (8) Business Days prior to (and exclusive of) the Completion Date, the Redemption Amount (such notification shall be accompanied by a statement in the form set out in Schedule 15 issued by HSB (the "**HSB Redemption Confirmation**"), detailing such amount to be paid as at Completion to fully repay the HSB Loan and fully release and discharge the Security Documents), together with the draft Release(s) in respect of the Security Documents.
- (b) If Completion is postponed in accordance with Clause 3.7(c)(i), Clause 5.1A or Clause 5.2(b) after HSB has issued HSB Redemption Confirmation, the Vendor shall procure that HSB issues an updated HSB Redemption Confirmation confirming the updated Redemption Amount payable as at the postponed Completion Date as soon as reasonably practicable and in any event no later than five (5) Business Days before the postponed Completion Date. Where more than one HSB Redemption Confirmation is issued by HSB, the Redemption Amount for the purposes of this Agreement shall be the amount specified in the most updated HSB Redemption Confirmation in respect of the relevant Completion Date or the postponed Completion Date (as the case may be).



- (c) If the Vendor fails to comply with Clause 3.7(a) or Clause 3.7(b), the Purchaser shall not be obliged to complete on the relevant Completion Date or postponed Completion Date and may, at its option, by notice to the Vendor:
  - (i) postpone Completion to a date, being a Business Day, falling not more than thirty (30) Business Days after the date set for Completion, or such longer period as the Vendor and the Purchaser may agree in writing, in which event the provisions of this Agreement shall apply as if the date set for Completion in Clause 5.1 were the date to which Completion is so postponed; or
  - (ii) terminate this Agreement, in which event the provisions of Clause 9.2 shall apply.

#### **4. CONDITIONS**

##### **4.1 Conditions Precedent**

Completion is conditional upon the following conditions being satisfied (or, to the extent permitted under Clause 4.4, waived by the Purchaser) on or before the Longstop Date:

- (a) the Deviation from GBP having been rectified, removed and/or reinstated, and for this purpose, the certificate issued by the authorised person (as defined in the Buildings Ordinance) appointed by the Vendor or the Company confirming completion of all necessary rectification, removal and/or reinstatement works shall be final and conclusive evidence for satisfaction of this paragraph (a);
- (b) the Vendor having provided to the Purchaser documentary evidence reasonably satisfactory to the Purchaser that all Inter-Company Balances have been fully capitalized or converted into equity of the Company, in each case such that the Company is fully released and discharged from the Inter-Company Balances and there will be no Inter-Company Balances outstanding at Completion, including, where applicable, the relevant board and shareholder resolutions, updated register of members and share certificate(s) evidencing that any shares issued or allotted pursuant to such capitalization or conversion have been validly issued and fully paid and form part of the Sale Shares to be sold to the Purchaser at Completion, and the Pro Forma Completion Accounts reflecting such treatment;
- (c) the Vendor having procured an authorised person appointed by the Vendor or the Company to issue a certificate addressed to the Company certifying the aggregate saleable area, by reference to the relevant approved building plans and supporting calculations, and such certificate confirming that the Property comprises 24,496.20 square feet saleable area for residential units; and
- (d) the transaction contemplated under this Agreement having been approved by the shareholders of the Vendor's Guarantor at a general meeting in accordance with the Listing Rules or such approval becoming not required or unnecessary.

##### **4.2 Satisfaction of Conditions**

- (a) The Vendor shall use its best endeavours (so far as it lies within its powers) to procure the satisfaction of all of the Conditions (other than the Condition set out in Clause

4.1(d)) as soon as reasonably practicable and in any event before the Longstop Date and shall promptly notify the Purchaser when each of the Conditions for which the Vendor is responsible has been satisfied.

- (b) The Vendor's Guarantor shall use its best endeavours (so far as it lies within its powers) to procure the satisfaction of the Condition set out in Clause 4.1(d) as soon as reasonably practicable and in any event before the Longstop Date and shall promptly notify the Purchaser when such Condition has been satisfied.

#### **4.3 Notification**

If at any time either party becomes aware of a fact or circumstance that might prevent a Condition being satisfied, it shall immediately inform the other party.

#### **4.4 Waiver**

The Purchaser may, to such extent as it thinks fit and is legally entitled to do so, at any time waive in writing any of the Conditions on such terms as it may decide (save and except that the Conditions in Clause 4.1(d) which cannot be waived under any circumstances).

#### **4.5 Conditions not Satisfied**

- (a) If any of the Conditions (which has not previously been waived by the Purchaser in accordance with Clause 4.4) has not been duly fulfilled to the reasonable satisfaction of the Purchaser on or before the Longstop Date then:
  - (i) (save and except for the Conditions in Clause 4.1(d) which cannot be waived under any circumstances) the Purchaser may on that date, at its option (but without prejudice to any other right or remedy it may have), by notice to the Vendor waive the Condition(s) which may be waived pursuant to Clause 4.4 and which has/have not been satisfied; or
  - (ii) the Vendor and the Purchaser may agree to postpone the Longstop Date to a date (being a Business Day) falling not more than thirty (30) Business Days after the date set for the Longstop Date, or such longer period as the parties agree in writing and, if the Parties agree to postpone the Longstop Date, then the provisions of this Agreement shall apply as if the Longstop Date is so postponed in accordance with this Clause (a)4.5(a); or
  - (iii) in the absence of either of the events in Clauses 4.5(a)(i) and 4.5(a)(ii) occurring, this Agreement shall be terminated upon the Longstop Date (in which event the provisions of Clause 9.2 shall apply).

### **5. COMPLETION**

#### **5.1 Completion**

Subject to Clause 4, Completion shall take place at the offices of the Vendor's Solicitors in Hong Kong (or at such other place as the Vendor and the Purchaser may agree in writing) on the twelfth (12<sup>th</sup>) Business Day following satisfaction or (where applicable) waiver of all



Conditions, or on such other date as the Vendor and the Purchaser may agree in writing. At Completion, the business set out in Schedule 5 shall be transacted.

#### **5.1A Purchaser Financing Extension**

- (a) Notwithstanding Clause 5.1, if all Conditions have been satisfied or, where applicable, waived, but the Purchaser's financing bank requires additional time, the Purchaser may, by written notice to the Vendor given not less than five (5) Business Days before the scheduled Completion Date, postpone Completion once to a date falling not more than ten (10) Business Days after the scheduled Completion Date. For the avoidance of doubt, all references to "Completion Date" herein shall be deemed to be such postponed date of Completion.
- (b) For the avoidance of doubt, a postponement of Completion by the Purchaser in accordance with Clause 5.1A(a) shall not constitute non-compliance by the Purchaser with its obligations under Clause 5.1 or Schedule 5, and shall not entitle the Vendor to exercise any right under Clause 5.2 unless the Purchaser fails to complete on the postponed Completion Date.
- (c) If, notwithstanding such extension under Clause 5.1A(a), Completion still does not take place on such postponed Completion Date for whatever reason, then (i) the Purchaser shall no longer be entitled to any further extension (whether under this Clause 5.1A or otherwise) and (ii) the Purchaser shall be regarded as in breach of its obligations to Complete the transactions contemplated in this Agreement and the Vendor shall be entitled to exercise any right under Clause 5.2.

#### **5.2 Effect of Non-Compliance with Completion Obligations**

Neither the Purchaser (on the one part) nor the Vendor (on the other part) is obliged to complete this Agreement unless the other complies fully with the requirements of Clause 5.1 and Schedule 5. If the respective obligations under Clause 5.1 and Schedule 5 are not complied with on the Completion Date, the Purchaser may by notice to the Vendor (in the event that the Vendor is unable or unwilling to comply with its obligations under Clause 5.1 and Schedule 5) or the Vendor may by notice to the Purchaser (in the event that the Purchaser is unable or unwilling to comply with its obligations under Clause 5.1 and Schedule 5):

- (a) postpone Completion to a date (being a Business Day) falling not more than thirty (30) Business Days after the date set for Completion in which event the provisions of this Agreement shall apply as if the date set for Completion in Clause 5.1 were the date to which Completion is so postponed; or
- (b) proceed to Completion as far as practicable (without limiting its rights under this Agreement); or
- (c) seek an order for specific performance of this Agreement or terminate this Agreement (in which event the provisions of Clause 9.2 shall apply).

#### **5.3 Specific Performance**

The provisions of this Agreement shall not preclude the Vendor or the Purchaser from obtaining an order for specific performance and it is hereby acknowledged and agreed by the Vendor and

the Purchaser that an order for damages would not be a fair or adequate remedy to the Vendor or the Purchaser (as the case may be) where the other party(ies) has/have failed to transfer or acquire (as the case may be) the Sale Share in accordance with this Agreement and the Vendor and the Purchaser hereby waive any defence to the granting of an order for specific performance.

## **6. WARRANTIES AND INDEMNITIES**

### **6.1 Warranties**

Subject to Clause 6.5 and Schedule 4 and unless otherwise specified in Schedule 3, the Vendor represents, warrants and undertakes to and with the Purchaser and its successors in title that each statement contained in Schedule 3 is true and accurate and not misleading in all material respects as at the date of this Agreement and shall be repeated on the Completion Date, with reference to the facts and circumstances then subsisting and any reference made to the date of Agreement (whether express or implied) in relation to any Warranty shall be construed in relation to such repetition as a reference to the Completion Date.

### **6.2 Costs and Expenses Indemnity**

The Vendor undertakes to indemnify the Purchaser against any reasonable costs, expenses (including all legal costs) or other liabilities which it may incur in connection with:

- (a) the settlement of any claim that any of the Warranties are untrue or misleading or have been breached;
- (b) any legal proceedings in which the Purchaser claims that any of the Warranties are untrue or misleading or have been breached and in which judgment is given for the Purchaser; and/or
- (c) the enforcement of any such settlement or judgment.

### **6.3 Separate Warranties**

Each of the Warranties is to be construed as a separate Warranty and (except where this Agreement expressly provides otherwise) is not to be limited or restricted by reference to or inference from the terms of any other Warranty or any other terms of this Agreement.

### **6.4 Vendor's Obligations**

- (a) The Vendor shall ensure that the Company does not do anything or omits to do anything which would, at any time prior to Completion, be materially inconsistent with the Warranties, breach any Warranty or make any Warranty untrue or misleading in any material respect.
- (b) The Vendor undertakes that it shall from time to time and at any time prior to Completion, promptly disclose in writing to the Purchaser any event, fact or circumstance which may become known to it after the date of this Agreement and which is materially inconsistent with any of the Warranties.

### **6.5 Limitations and Exclusion of Liability**



The Vendor's liabilities for Warranty Claims shall be subject to the limitations and exclusions set forth in this Agreement, including Schedule 4.

**6.6 Gross up for Taxation**

If in respect of or in connection with any breach of any of the Warranties, any amount payable to the Purchaser by the Vendor is subject to Taxation, such additional amounts shall be paid to the Purchaser by the Vendor so as to ensure that the net amount received by the Purchaser is equal to the full amount payable to the Purchaser under this Agreement.

**6.7 [NOT USED]**

**6.8 Tax Indemnity**

- (a) The Vendor hereby covenants and agrees with the Purchaser (for itself and as agent and trustee on behalf of the Company) that it shall pay and shall fully and effectually indemnify and at all times keep fully and effectually indemnified the Purchaser and the Company from and against:
  - (i) the amount of any and all Taxation falling on the Company resulting from or by reference to any income, profits, gains, transactions, employment of personnel, events, matters or things earned, accrued, received, entered into 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 chargeable against or attributable to any other person, firm or company; and
  - (ii) any and all reasonable costs (including all legal costs), expenses or other liabilities which the Company and/or the Purchaser may reasonably and properly incur in connection with:
    - (A) the settlement in favour of the Company and/or the Purchaser of any claim under this Tax Indemnity;
    - (B) any legal proceedings in which the Purchaser and/or the Company claims under or in respect of this Tax Indemnity and in respect of which judgment is given for the Purchaser and/or the Company; or
    - (C) the enforcement of any such settlement or judgment.

**6.9 Tax Claim**

- (a) In the event of any Tax Claim arising, the Purchaser shall, by way of covenant but not as a condition precedent to the liability of the Vendor hereunder, give or procure the Company to give written notice thereof to the Vendor as soon as reasonably practicable (and, in cases where Clause 6.10(a)(i) is applicable, no later than the date specified therein) after it becomes aware of any Tax Claim which may be made against the Vendor pursuant to this Tax Indemnity and shall provide all relevant details and government correspondence then available in relation to the Tax Claim to the Vendor in so far as such details are known to the Purchaser.
- (b) The Purchaser shall procure the Company to provide such information and documentation, take such action and appoint such solicitors and other professional

advisers to act in the name of the Company to avoid, dispute, resist, appeal against, compromise, settle, postpone or defend any claim underlying the relevant Tax Claim and obtain a determination or adjudication in respect thereof, subject to the Purchaser and the Company being indemnified and secured to the Purchaser's reasonable satisfaction by the Vendor from and against any and all Losses (including additional Taxation) which may be thereby reasonably incurred by the Purchaser and/or the Company.

- (c) Without the prior written approval of the Vendor (which shall not be unreasonably withheld, delayed or conditioned), the Purchaser shall, and shall procure that the Company shall, make no settlement of any claim underlying the relevant Tax Claim nor agree to any matter in the course of defending or disputing such claim, provided that the Purchaser and/or the Company shall be entitled to make an admission of liability, agreement, settlement or compromise in relation to such claim without the consent of the Vendor if, and only if, failure to make such admission would materially prejudice the Purchaser's and/or the Company's financial position or ability to comply with applicable law or any requirement, direction or deadline imposed by a Tax Authority.

#### **6.10 Payment**

- (a) Any payments under this Tax Indemnity for which the Vendor is liable shall be so payable not later than on the following dates:
  - (i) if the Taxation liability giving rise to a Tax Claim involves an actual payment of Taxation by the Company, seven (7) Business Days before the date on which that Taxation becomes due and payable to the relevant Tax Authority(ies); and
  - (ii) if any costs become payable by the Company and/or the Purchaser in connection with any Taxation liability which is subject of a Tax Claim or this Tax Indemnity, no more than ten (10) Business Days before the date on which the Company and/or the Purchaser (as the case may be) become(s) liable to pay such costs,

and the Vendor further covenants with the Company and the Purchaser that it will pay (at the direction of the Purchaser) to the Company or the Purchaser an amount equal to any and all Losses which the Company and/or the Purchaser may suffer or incur by reason of payment thereof later than the date specified in this Clause 6.10 (it being acknowledged by the Vendor that payment of Taxation is not intended to take place until after receipt of such funds and is to be effected by utilisation of the same).

- (b) All payments made by the Vendor under this Tax Indemnity shall be made gross, free of any right of counterclaim or set-off and without deduction or withholding of any kind other than any deduction or withholding required by law.

#### **6.11 Refund**

If, after the Vendor has made any payment pursuant to this Tax Indemnity, the Company shall receive a refund of all or part of the relevant Taxation in respect of that particular Tax Claim, the Purchaser shall, or shall procure that the Company shall, repay to the Vendor, within fifteen (15) Business Days after receiving such refund, a sum corresponding to the balance of the



refund remaining after deducting the aggregate of: (a) any costs, charges and expenses payable or sustained or incurred by the Purchaser and/or the Company in recovering such refund; and (b) the amount of any additional Taxation which may be suffered or incurred by the Company and/or the Purchaser in consequence of such refund.

#### **6A. PURCHASER WARRANTIES**

- 6A.1 The Purchaser warrants to and with the Vendor that each Purchaser Warranty is true and accurate and not misleading in all material respects as at the date of this Agreement and shall be repeated on the Completion Date, with reference to the facts and circumstances then subsisting and any reference made to the date of this Agreement (whether express or implied) in relation to any Purchaser Warranty shall be construed in relation to such repetition as a reference to the Completion Date.
- 6A.2 Each of the Purchaser Warranties is to be construed as a separate Purchaser Warranty and (except where this Agreement expressly provides otherwise) is not to be limited or restricted by reference to or inference from the terms of any other Purchaser Warranty or any other terms of this Agreement.
- 6A.3 The Purchaser shall not knowingly take any action which would, at any time prior to Completion, be materially inconsistent with the Purchaser Warranties, breach any Purchaser Warranty or make any Purchaser Warranty untrue or misleading.

#### **7. DUE DILIGENCE, ACCEPTANCE OF TITLE AND AS-IS CONDITION**

- (a) As regards the state and condition of the Property :-
  - (i) The Purchaser declares and confirms that it is fully aware that the Property is to be delivered at Completion on an "as-is" and "where-is" basis.
  - (ii) The Purchaser acknowledges that it has inspected the Property to the extent access has been made available to it before the date of this Agreement and accepts the state and condition of the Property.
  - (iii) No warranty, representation, obligations or liabilities whatsoever is given or assumed by or imposed on the Vendor on any of the following matters and the Purchaser shall not be entitled to raise any requisitions, objections or claims for any damages, compensation or abatement of the Purchase Price against the Vendor in connection with the following matters, to the extent fairly disclosed or apparent from the Purchaser's physical inspection before the date of this Agreement :-
    - (A) the fittings and finishes or the installations and appliances (if any) incorporated in the Property;
    - (B) the state and condition of the Property;
    - (C) the composition of the Property; and
    - (D) the user of the Property and whether the existing user is in accordance or in compliance with the applicable laws or title deeds and documents.

- (b) The Vendor agrees to disclose in writing to the Purchaser any matter, title deed or other document in respect of any Encumbrance related to the Company or the Sale Share or Property Encumbrance which arises, is created or received, or otherwise happens or occurs on or after the date of this Agreement but before Completion.
- (c) The Purchaser acknowledges that the Vendor has, prior to the signing of this Agreement, made available to the Purchaser, its representatives and professional advisers (including the Purchaser's Solicitors) for due diligence review the title deeds and documents of the Property as set out in Schedule 2 and the Due Diligence Documents. Upon signing of this Agreement, the Purchaser shall be deemed to have accepted the title to the Property, the Sale Share and the Company up to and including the date of this Agreement, provided that nothing in this Clause 7 shall limit, exclude or prejudice any right, claim or remedy of the Purchaser in respect of any Encumbrance(s), title deed(s), document(s) and/or issue(s) relating to the Property, the Sale Share and/or the Company which arises, is created, registered, received or otherwise occurs after the date of this Agreement but before Completion, or any inaccuracy, omission or misstatement in any title deeds and documents of the Property as set out in Schedule 2 or the Due Diligence Documents, to the extent arising from or attributable to any fraud or gross negligence, of the Vendor or its representatives.

## **8. CONDUCT OF BUSINESS PENDING COMPLETION, OTHER OBLIGATIONS AND POST-COMPLETION ARRANGEMENTS**

### **8.1 Conduct of Business Pending Completion**

Except with the prior written consent of the Purchaser (such consent not to be unreasonably withheld, delayed or conditioned), the Vendor shall procure that, prior to Completion, the Company shall:

- (a) not do anything outside its ordinary course of business; or
- (b) without prejudice to the generality of Clause 8.1(a), comply with the requirements listed in Schedule 6.

### **8.2 Access to Books and Records**

Pending Completion, the Purchaser and any person authorised by it (including any of its subsidiaries, agents, accountants, solicitors, surveyors, bankers, prospective mortgagees, architects, valuers and other professional advisers) shall be given such access to all the Books and Records of the Company (to the extent in the possession of the Company and/or the Vendor) during normal business hours on a Business Day, and the Vendor shall render all such reasonable assistance in this regard, as the Purchaser may reasonably request. The Vendor shall procure that the directors and employees (if any) of the Company shall be instructed to give all such necessary information, facilities and explanations as the Purchaser or any such authorised person may reasonably request as soon as reasonably practicable.

### **8.3 Inspection of Property**

The Vendor shall procure that the Company shall permit inspection of the vacant parts of the Property by the Purchaser and any person authorised by it (including any of its subsidiaries, agents, accountants, solicitors, surveyors, bankers, prospective mortgagees, architects, valuers



and other professional advisers) at a reasonable time upon giving reasonable prior notice to the Vendor provided that the Purchaser shall minimize any disturbance or obstruction to the operation of the business (including operation of The Quad) at the Property.

#### **8.4 [NOT USED]**

#### **8.5 Contracts**

- (a) The Vendor shall, at its cost, procure that, in any event before Completion:
  - (i) any and all fees and other amounts payable by the Company or obligations owing by the Company arising from or in connection with the contracts, commitments and engagements to which the Company is a party or under which the Company has any outstanding liability (including those set out in Schedule 8) (collectively the “**Contracts**”), other than the Novated Construction Rights & Liabilities and any Contracts expressly identified in Schedule 8 as being novated to the Vendor or otherwise dealt with in accordance with Clause 8.5(a)(ii), shall be paid and performed up to Completion;
  - (ii) other than the Construction Contracts and any other Contract expressly identified in Schedule 8 as being retained or novated, the Contracts as set out in Schedule 8 shall be terminated or allowed to lapse with effect no later than upon Completion; and
  - (iii) each Contract which is proposed to be retained, terminated, allowed to lapse or to be novated or paid by the Vendor prior to Completion shall be identified in Schedule 8, together with the parties, date, scope of services, outstanding amount and proposed treatment.

#### **8.6 Insurances**

- (a) The Vendor shall, at its cost, procure that, in any event before Completion:
  - (i) any and all premiums and other amounts payable by the Company in connection with the Insurances shall be paid up to Completion or date of termination of the Insurances pursuant to (b) below if earlier; and
  - (ii) the Insurance as set out in item 1 of Schedule 9 shall remain valid, effective and subsisting at Completion and the Insurance as set out in item 2 of Schedule 9 shall be terminated with effect no later than upon Completion.
- (b) During the period between the execution of this Agreement and Completion, in the event of any event, matter and/or incident occurring which will or may entitle the Company to make a claim under any of the Insurances or which will or may be required under any of the Insurances to be notified to the relevant insurers, the Vendor shall:
  - (i) procure that the Company shall submit claim(s) in respect of the relevant event, matter and/or incident to the relevant insurer(s) in compliance with the relevant Insurances as soon as reasonably practicable and in any event before Completion;

- (ii) use all reasonable endeavours to assist the Purchaser and the Company with respect to any such claim(s) following Completion; and
- (iii) to the extent that any insurance proceeds relating thereto are received before Completion, procure that the Company shall not use, distribute or otherwise dissipate any of such insurance proceeds, other than applying the same for remedying the relevant event, matter and/or incident to which such insurance proceeds relate, in consultation with the Purchaser.

#### **8.7 Certificates, Permits and Licences**

The Vendor shall, at its cost, procure that, as soon as reasonably practicable following the date of this Agreement (and in any event before Completion) all the licences as set out in Schedule 10 shall remain valid, effective and subsisting at Completion.

#### **8.8 Tax Enquiries and Audited Financial Statements**

- (a) The Vendor shall, during the period of seven (7) years following the Completion Date and upon reasonable request by the Purchaser, render and cause to be rendered to the Purchaser such reasonable assistance required (including providing access to information to the extent which is in the Vendor's possession) for the purpose of answering, responding, avoiding, contesting, disputing, resisting, appealing, compromising or defending any enquiry or comment in relation to Tax raised by any Government Authority based on the applicable laws and statutory requirements involving the Company for a period of not more than seven (7) years before Completion.
- (b) The Vendor shall, upon reasonable request by the Purchaser, render and cause to be rendered to the Purchaser such reasonable assistance required (including providing access to information to the extent which is in the Vendor's possession) in the preparation and audit of the financial statements of the Company for the financial year in which Completion takes place.
- (c) No fee, charge or reimbursement shall be payable by the Purchaser or the Company to the Vendor in respect of any assistance provided by the Vendor under Clause 8.8(a). In respect of any assistance provided by the Vendor under Clause 8.8(b), the Purchaser shall reimburse the Vendor for reasonable out-of-pocket expenses properly incurred by the Vendor in providing such assistance, provided that the aggregate amount of such reimbursable out-of-pocket expenses shall not exceed HK\$20,000.

#### **8.9 Licence Agreements**

The Vendor shall procure that, prior to Completion, the Company shall, and shall procure that the Operator shall, provide to the Purchaser a schedule setting out all Licence Agreements entered into for the academic year commencing in or around August 2026 and ending in or around August 2027, including the relevant Licensee, licensed premises, licence period, licence fee, management fee, deposit and other sums paid or payable, the payment period covered by such sums, and whether such sums are held by the Company or the Operator. The Vendor shall procure that all deposits and other refundable sums received from Licensees shall be deposited into, or remain in, the Company's bank account and shall not be withdrawn, distributed, transferred, paid out, loaned, advanced or otherwise applied without the prior written consent of the Purchaser. Licence fees, management fees and other non-refundable income received



before Completion shall be apportioned by reference to the period to which they relate. Any such amount attributable to the period before Completion shall be for the Vendor's account, and any such amount attributable to the period from and after Completion shall remain in the Company or be reflected in the Completion Accounts adjustment mechanism.

#### **8.10 Post-Completion: HSB Bank Account Transition**

From Completion until the change of bank signatories with HSB has taken effect, the Vendor shall procure that the existing authorised signatories of the Company, in respect of the Bank Accounts, shall execute all documents, instructions, mandates, forms, confirmations and undertakings and take all steps reasonably requested by the Purchaser for the purpose of facilitating:

- (a) the transfer of cash standing to the credit of the Bank Accounts; and
- (b) the closure of the Bank Accounts.

#### **8.11 Post-Completion: HSB Financing Documents and Security Documents Related**

Subject to Completion having taken place, the Vendor shall procure HSB to, within one (1) Business Day after the Completion Date, issue a written confirmation (in the form of a computer generated letter without any signature or company chop) to confirm that the remaining amounts under the HSB Financing Documents and Security Documents have been fully settled (a sample of such computer generated confirmation letter in the form set out in Schedule 16).

#### **8.12 Post-Completion: Statutory Books**

- (a) Subject to Completion having taken place and subject to satisfaction of the due diligence of the Company's registered agent, the Vendor shall provide or procure the production of the following:
  - (i) within seven (7) Business Days from the date of Completion, updated register of members showing the Vendor as the holder of the entire issued share capital of the Company immediately before Completion and the Purchaser as the holder of the entire issue share capital of the Company with effect from Completion;
  - (ii) within seven (7) Business Days from the date of Completion, updated register of transfers showing the transfer of all the issued share(s) of the Company to the Purchaser with effect from Completion;
  - (iii) within seven (7) Business Days from the date of Completion, updated register of directors showing the resignation of the existing directors of the Company and the appointment of the new directors of the Company required by the Purchaser with effect from Completion; and
  - (iv) within twenty-one (21) days from the date of Completion, updated register of charges showing the full and effectual release and discharge of the Security Documents with effect from Completion.

- (b) The Purchaser shall use its reasonable endeavours to satisfy the due diligence requirements of the Company's registered agent for the updating of the register of members, the register of transfers and the register of directors of the Company before Completion.
- (c) The Vendor shall use its reasonable endeavours to procure that the Company's registered agent to conclude the due diligence requirements of the Company's registered agent for updating the register of members, the register of transfers and the register of directors of the Company before Completion.

## **9. TERMINATION**

### **9.1 Termination Events**

The Purchaser may elect to terminate this Agreement, if any of the following events occurs (in which event the provisions of Clause 9.2 shall apply):

- (a) If, at any time prior to Completion, any of the Warranties is, becomes or would at Completion be untrue, inaccurate or misleading in any material respect;
- (b) If, at any time prior to Completion, any matter adversely affecting the Property has arisen, been created, been registered or otherwise occurred during the period between the date of this Agreement and the Completion Date which renders the Company not in a position to prove and give title to the Property in accordance with sections 13 and 13A of the CPO;
- (c) At any time prior to Completion, in the event of thirty-seven (37) or more of the units at the Residential Portion of the Property subject to the then subsisting Licence Agreements being so damaged by fire, typhoon, earthquake, subsidence or any other cause so as to render the same untenable, and the certificate issued by the authorised person (as defined in the Buildings Ordinance) appointed by the Vendor or the Company confirming that the relevant unit(s) is/are untenable shall be final and conclusive evidence for satisfaction of this paragraph (c); and
- (d) if, at any time before the Longstop Date, the relevant general meeting as referred to in the Condition in has taken place and the shareholders of the Vendor's Guarantor did not approve the relevant resolution in that general meeting.

### **9.2 Termination**

If :-

- (i) the Purchaser elects to terminate in accordance with Clause 3.7(c)(ii), Clause 5.2(c) or Clause 9.1; or
- (ii) the Vendor elects to terminate this Agreement in accordance with Clause 5.2(c); or
- (iii) this Agreement is terminated in accordance with Clause 4.5(a)(iii),

then all rights and obligations of the parties shall cease immediately upon termination except that:



- (a) if the Purchaser elects to terminate this Agreement in accordance with Clause 9.1(c), then the Vendor shall, upon demand by the Purchaser, as soon as reasonably practicable and in any event no more than five (5) Business Days from the date of such termination, return or procure to be returned to the Purchaser the Deposit as soon as reasonably practicable without any interest or cost and none of the parties hereto shall have any further claim or cause of action against any other party hereto;
- (b) if this Agreement is terminated in accordance with Clause 4.5(a)(iii) due to non-satisfaction of the Conditions in Clause 4.1(a), Clause 4.1(b) or Clause 4.1(c) or the Purchaser elects to terminate this Agreement in accordance with Clause 3.7(c)(ii), Clause 5.2(c), Clause 9.1(a) or Clause 9.1(b), then the Vendor shall upon demand by the Purchaser, as soon as reasonably practicable and in any event no more than five (5) Business Days from the date of such termination, return or procure to be returned to the Purchaser the Deposit without any interest or cost, and the Vendor shall pay to the Purchaser, within fifteen (15) Business Days from such termination, an amount equal to the Deposit as liquidated damages to represent the Purchaser's loss arising from such termination, and is not a penalty, and, upon receiving such liquidated damages, the Purchaser shall have no further claim or cause of action against the any other party hereto (including the Vendor and the Vendor Guarantor) under any circumstances, whether under this Agreement or otherwise;
- (c) if this Agreement is terminated in accordance with Clause 4.5(a)(iii) due to non-satisfaction of the Condition in Clause 4.1(d) or the Purchaser elects to terminate the Agreement in accordance with Clause 9.1(d), then the Vendor shall upon demand by the Purchaser, as soon as reasonably practicable and in any event no more than five (5) Business Days from the date of such termination, return or procure to be returned to the Purchaser the Deposit without any interest or cost, and the Vendor shall pay to the Purchaser, within fifteen (15) Business Days from such termination, an amount of HK\$5,000,000 as liquidated damages to represent the Purchaser's loss arising from such termination, and is not a penalty, and, upon receiving such liquidated damages, the Purchaser shall have no further claim or cause of action against any other party hereto (including the Vendor and the Vendor Guarantor) under any circumstances, whether under this Agreement or otherwise;
- (d) if the Vendor elects to terminate this Agreement in accordance with Clause 5.2(c), then the Deposit shall be forfeited to the Vendor absolutely without any interest or cost as liquidated damages and none of the parties hereto shall have any further claim or cause of action against any other party hereto,

Provided That any termination shall be without prejudice to the continued application of Clause 16 (and all provisions relevant to the interpretation and enforcement thereof), which shall remain in full force and effect.

## **10. ENTIRE AGREEMENT**

This Agreement and the Other Documents contain the entire agreement between the parties as to their subject matter and supersede any previous agreement between the parties relating to their subject matter (including the Expression of Interest).

**11. REMEDIES CUMULATIVE**

The rights of the parties under this Agreement are cumulative and do not exclude or restrict any other rights (except as otherwise provided in this Agreement).

**12. NO WAIVER**

No failure or delay by a party to exercise any right under this Agreement or otherwise shall operate as a waiver of that right or any other right nor shall 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.

**13. TIME OF THE ESSENCE**

Time is of the essence of this Agreement as regards any time, date or period specified for the performance of an obligation.

**14. SEVERANCE**

If any provision of this Agreement is not or ceases to be legal, valid, binding and enforceable under the law of any jurisdiction, neither the legality, validity, binding effect or enforceability of the remaining provisions under that law nor the legality, validity, binding effect or enforceability of that provision under the law of any other jurisdiction shall be affected.

**15. AMENDMENTS**

No amendment to this Agreement shall be effective unless in writing and executed by all the parties.

**16. ANNOUNCEMENTS AND RESTRICTIONS ON DISCLOSURE**

**16.1 Announcements**

No public announcement, circular or communication of any kind shall be made or issued, in respect of the subject matter of this Agreement by the parties except:

- (a) with the prior written consent of the other parties which may not be unreasonably withheld or delayed; or
- (b) as required under the Listing Rules, the REIT Code or any applicable laws or statutory or regulatory rules or regulations or otherwise as may be required by The Stock Exchange of Hong Kong Limited or the Securities and Futures Commission or any other competent authority, provided that the Vendor shall consult with and take into account reasonable requirements of the Purchaser in respect of information that relates to the Purchaser and/or its Affiliates.

**16.2 Restrictions on Disclosure**

No party to this Agreement shall disclose (and shall take reasonable precautions to ensure that none of its directors, officers, employees or agents discloses) any term of this Agreement or of any Other Document, the negotiations leading up to this Agreement or the transactions or arrangements contemplated or referred to in this Agreement (including the fact that this



Agreement has been entered into between the parties) or any confidential information belonging to any other party except where:

- (a) the prior written consent of the other party has been obtained (such consent not to be unreasonably withheld or delayed and which consent may be given either generally or in a specific case or cases and may be subject to conditions);
- (b) disclosure is reasonably necessary for the performance of that party's obligations under this Agreement or any Other Document, in which case the other party shall be informed of such disclosure and the disclosing party shall procure that such disclosure is limited to the extent of such necessity;
- (c) the information has entered into the public domain but not because of a breach or default by that party;
- (d) disclosure is made for a proper purpose to the senior management of a party's holding company;
- (e) disclosure is to that party's shareholders, Affiliates, professional advisors, investors, lenders or to any person who is a beneficiary or asset contributor in respect of any trust which has any direct or indirect interest in the issued share capital of the Vendor, or its respective directors, officers, employees, auditors, advisors, representatives, service providers or agents, each on a need-to-know basis and that party has informed the recipient of the restrictions on disclosure contained in this Clause 16.2 and that party shall be responsible for any breach of the provisions of this Clause 16.2 by or caused by, the recipient; or
- (f) disclosure is required by law or regulation (including the Listing Rules, the REIT Code or otherwise as may be required by The Stock Exchange of Hong Kong Limited or the Securities and Futures Commission or any other competent authority) to which the relevant party is subject, provided the party required to make it has first consulted and taken into account the reasonable requirements of the other parties.

### **16.3 Remedies**

The parties acknowledge that since damages or an account of profits shall not be an adequate remedy for a breach of the obligations in Clauses 16.1 and 16.2, a party is entitled to an injunction to prevent a breach or a continued breach.

### **16.4 Effect of Restrictions**

The restrictions contained in Clauses 16.1 and 16.2 shall apply before and after Completion and will continue to bind the parties even if this Agreement is rescinded or terminated.

## **17. FURTHER ASSURANCE**

Each party shall do and shall use reasonable endeavours to procure any third party to do whatever is necessary to give effect to this Agreement and any Other Document.

**18. COUNTERPARTS**

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.

**19. SUCCESSORS**

This Agreement is binding on the successors of each party.

**20. ASSIGNMENT**

No party may assign any of the rights or obligations of that party under this Agreement except that the Purchaser may assign the whole or any part of its rights.

**21. SURVIVAL**

Any provision of this Agreement which is capable of being performed after but which has not been performed at or before Completion and all Warranties and indemnities and other undertakings contained in or entered into pursuant to this Agreement shall remain in full force and effect notwithstanding Completion (except insofar as they set out obligations which have been fully performed at Completion).

**22. STAMP DUTY AND EXPENSES**

**22.1 Stamp Duty**

All or any stamp duty payable on the instruments of transfer and contract notes in respect of the purchase of the Sale Share shall be borne by the Vendor (on the one hand) and the Purchaser (on the other hand) in equal shares.

**22.2 Expenses**

Each of the parties is responsible for that party's own legal and other expenses incurred in the negotiation, preparation and completion of this Agreement and any Other Document.

**23. NOTICES**

**23.1 In Writing and Methods of Delivery**

Every notice or communication under this Agreement must be in writing and may, without prejudice to any other form of delivery, be delivered personally or sent by post or transmitted by fax.

**23.2 Authorised Addresses and Numbers**

- (a) In the case of posting, the envelope containing the notice or communication must be addressed to the intended recipient at the authorised address of that party and must be properly stamped or have the proper postage prepaid for delivery by the most expeditious service available (which shall be airmail if that service is available), in the case of a fax, the transmission must be sent to the intended recipient at the authorised



number of that party and in the case of an e-mail, the transmission must be sent to the intended recipient(s) at the authorized e-mail address(es) of that party.

- (b) Subject to Clause 23.3, the authorised address, fax numbers and e-mail addresses of each party, for the purpose of Clause 23, are as follows:

**Vendor and Vendor's Guarantor**

Address: 7/F, Block A, Phase 6, Hong Kong Spinners Building, 481-483 Castle Peak Road, Cheung Sha Wan, Hong Kong

Fax: 2745 7131

Email: [projectshirt@easyknit.com](mailto:projectshirt@easyknit.com)

For the attention of: Ms. Koon Ho Yan Candy of Easyknit International Holdings Limited and Yue Heng Real Estate Holdings Limited

**Purchaser**

1. Address: 24/F, Shanghai Commercial Bank Tower, 12 Queen's Road Central, Central, Hong Kong

Email: [projectshirt@bgo.com](mailto:projectshirt@bgo.com)

For the attention of: Mr. Steven Duong, Mr. Grant Chien and Mr. Henry Chan of BentallGreenOak China Investment Advisers Limited

2. Address: 32/F, East Tower, Cheung Kong Centre II, No. 10 Harcourt Road, Central, Hong Kong

Email: [projectshirt@welkinlinks.com](mailto:projectshirt@welkinlinks.com)

For the attention of: Ms. Amy Huang, Mr. Keith Tsang and Mr. Jason Tan of Welkin Links Capital Limited

3. Address: 805, 8F, China Merchants Plaza, No. 303 Des Voeux Road Central, Sheung Wan, Hong Kong

Email: [jin.guo@cmcreit.com.hk](mailto:jin.guo@cmcreit.com.hk) / [zhangzhe01@cmhk.com](mailto:zhangzhe01@cmhk.com) / [wilson.she@cmcreit.com.hk](mailto:wilson.she@cmcreit.com.hk)

For the attention of: Mr. Guo Jin, Mr. Zhang Zhe and Mr. Wilson She of China Merchants Land Asset Management Limited

**23.3 Notification of Changes**

No change in any of the particulars set out in Clause 23.2(b) shall be effective against a party until it has been notified to that party.

#### **23.4 Deemed Giving of Notice and Receipt**

A notice or communication shall be deemed to have been duly given and received:

- (a) on personal delivery to any director or the secretary of an addressee or on a business day to a place for the receipt of letters at that addressee's authorised address;
- (b) in the case of posting, where the addressee's authorised address is in the same country as the country of posting, at 5:00 p.m. (local time at the place where the address is located) on the second business day after the day of posting;
- (c) in the case of posting, where the addressee's authorised address is not in the same country as the country of posting, at 5:00 p.m. (local time at the place where that address is located) on the fifth business day after the day of posting;
- (d) in the case of a fax, on issue to the sender of an O.K. result confirmation report or, if the day of issue is not a business day, at 10 a.m. (local time where the authorised fax number of the intended recipient is located) on the next business day; and
- (e) in the case of an e-mail, on sender's receipt of a "delivery receipt" or reply e-mail from any relevant recipient.

#### **23.5 Business Days**

For the purpose of Clause 23.4, a "**business day**" means a day which is not a Saturday or a Sunday or a public holiday in the country of posting or transmission or in the country where the authorised address or fax number of the intended recipient is located and, where a notice is posted, which is not a day when there is a disruption of postal services in either country which prevents collection or delivery.

#### **24. RIGHTS OF THIRD PARTIES**

Save and except that the Company has the benefit of and may enforce this Agreement, the parties do not intend any term of this Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong).

#### **25. LAW AND JURISDICTION**

##### **25.1 Governing Law**

This Agreement is governed by and shall be construed in accordance with Hong Kong law.

##### **25.2 Hong Kong Jurisdiction**

The parties submit to the non-exclusive jurisdiction of the Hong Kong courts and each party waives any objection to proceedings in Hong Kong on the grounds of venue or inconvenient forum.

#### **26. VENDOR'S GUARANTEE**

##### **26.1 Performance Guarantee**



The Vendor's Guarantor guarantees to the Purchaser the performance of the Vendor's obligations in accordance with this Agreement and the Other Documents.

**26.2 Payment Guarantee**

The Vendor's Guarantor guarantees to pay, within ten (10) Business Days upon demand in writing, any sum which the Vendor fails to pay to the Purchaser in accordance with this Agreement or any of the Other Documents.

**26.3 Continuing Guarantee**

This is a continuing guarantee which shall remain in force until all of the Vendor's obligations under this Agreement and the Other Documents have been fulfilled.

**26.4 Liability Unaffected**

The Vendor's Guarantor's liability under this Clause 26 shall not be discharged or affected by any act, omission or circumstance which, but for this provision, would discharge the Vendor's Guarantor to any extent, including any legal limitation, disability or incapacity or any amendment, waiver or release affecting any of the parties, any other person, this Agreement or any of the Other Documents or any change in the constitution of the Vendor's Guarantor.

**26.5 No Claims against Vendor**

The Vendor's Guarantor shall not exercise any rights of subrogation, contribution, indemnity or set-off or counterclaim against the Vendor so long as any obligation of the Vendor under this Agreement and the Other Documents remains unfulfilled.

**26.6 Vendor's Guarantor's Payments**

Payments by the Vendor's Guarantor shall be made without set-off, counterclaim, withholding or condition of any kind.

**26.7 Vendor's Guarantor as Principal Debtor and Indemnity**

Any guaranteed moneys which are not recoverable from the Vendor for any reason shall, nevertheless, be recoverable from the Vendor's Guarantor as principal debtor, by way of indemnity, on the Purchaser's demand. For the avoidance of doubt, notices may be given to and demands may be made from time to time of the Vendor's Guarantor, and the liabilities and obligations of the Vendor's Guarantor under this Clause 26 may be enforced, irrespective of:

- (a) whether any steps or proceedings are being or have been taken against the Vendor and/or any third party; or
- (b) whether or in what order any security to which the Purchaser may be entitled in respect of the Vendor's obligations is enforced.

For the avoidance of doubt, the Vendor's Guarantor's obligations under this Clause 26 extend to all indemnities, payment obligations, covenants and undertakings of the Vendor under this Agreement.

## 27. PROCESS AGENT

The service of any process connected with proceedings in the Hong Kong courts and relating to this Agreement shall be deemed to have been validly served on a party if they are served on the process agent whose name and present address are set out below against the name of that party and service shall be deemed to have been acknowledged by that party if it is acknowledged by that process agent.

| <i>Party</i>       | <i>Process Agent</i>                                                                                                                                                                                                                                                                |
|--------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Vendor             | <p>Yue Heng Real Estate Holdings Limited 宇恒地產控股有限公司 of Block A, 7th Floor, Phase 6, Hong Kong Spinners Building, 481-483 Castle Peak Road, Cheung Sha Wan, Kowloon, Hong Kong</p> <p>Attention: Ms. Koon Ho Yan Candy</p>                                                           |
| Vendor's Guarantor | <p>Easyknit International Holdings Limited 永義國際集團有限公司 of Block A, 7th Floor, Phase 6, Hong Kong Spinners Building, 481-483 Castle Peak Road, Cheung Sha Wan, Kowloon, Hong Kong</p> <p>Attention: Ms. Koon Ho Yan Candy</p>                                                         |
| Purchaser          | <p>China Merchants Land Asset Management Limited of 805, 8F, China Merchants Plaza, No. 303 Des Voeux Road Central, Sheung Wan, Hong Kong</p>                                                                                                                                       |
| Email:             | <p><a href="mailto:jin.guo@cmcreit.com.hk">jin.guo@cmcreit.com.hk</a> / <a href="mailto:zhangzhe01@cmhk.com">zhangzhe01@cmhk.com</a> / <a href="mailto:wilson.she@cmcreit.com.hk">wilson.she@cmcreit.com.hk</a></p> <p>Attention: Mr. Guo Jin, Mr. Zhang Zhe and Mr. Wilson She</p> |



## **SCHEDULE 1**

### **CORPORATE INFORMATION**

|                         |                                                                                                                                                                                                                                                                                                                                                                                          |
|-------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Name of Company:        | Success Active Limited                                                                                                                                                                                                                                                                                                                                                                   |
| Company No.:            | 1965827                                                                                                                                                                                                                                                                                                                                                                                  |
| Former Name:            | N/A                                                                                                                                                                                                                                                                                                                                                                                      |
| Date of Incorporation:  | 3 January 2018                                                                                                                                                                                                                                                                                                                                                                           |
| Place of Incorporation: | BVI                                                                                                                                                                                                                                                                                                                                                                                      |
| Registered Office:      | OMC Chambers, Wickhams Cay I, Road Town, Tortola, British Virgin Islands                                                                                                                                                                                                                                                                                                                 |
| Maximum No. of Shares:  | 50,000 ordinary shares with par value of US\$1.00 each of a single class                                                                                                                                                                                                                                                                                                                 |
| Issued Share Capital:   | As at the date of this Agreement: US\$1.00 comprising 1 ordinary share with par value of US\$1.00. As at Completion: all issued ordinary share(s) of the Company with par value of US\$1.00 each, including any additional ordinary share(s) issued or allotted pursuant to the capitalisation or conversion into equity of any Inter-Company Balances in accordance with Clause 4.1(b). |
| Shareholder:            | Yue Heng Real Estate Holdings Limited 宇恒地產控股有限公司 as holder of the entire issued share capital of the Company as at Completion.                                                                                                                                                                                                                                                           |
| Directors:              | Koon, Ho Yan Candy 官可欣<br>Koon, Chung Ting 官俊廷                                                                                                                                                                                                                                                                                                                                           |
| Registered Agent:       | Overseas Management Company Trust (B.V.I.) Ltd.                                                                                                                                                                                                                                                                                                                                          |
| Auditors:               | Deloitte Touche Tohmatsu                                                                                                                                                                                                                                                                                                                                                                 |
| Financial Year End:     | 31 March                                                                                                                                                                                                                                                                                                                                                                                 |

## SCHEDULE 2

### TITLE DEEDS AND DOCUMENTS

Nos.470-478 Chatham Road North, Kowloon

#### Part A

1. G/F and Cockloft, No. 470 Chatham Road North - Stamp Certificate (Ref: 3-19-046561-0-0-5) together with PASP dated 30th April 2018 and New Stamp Certificate No. SOM-42254;
2. 1st Floor, No. 470 Chatham Road North - Stamp Certificate (Ref: 3-19-046599-0-0-2) together with PASP dated 30th April 2018 and New Stamp Certificate No. SOM-42236;
3. 2nd Floor, No. 470 Chatham Road North - Stamp Certificate (Ref: 3-19-046581-0-0-7) together with PASP dated 30th April 2018 and New Stamp Certificate No. SOM-42251;
4. 3rd Floor, No. 470 Chatham Road North - Stamp Certificate (Ref: 3-19-046633-0-0-7) together with PASP dated 30th April 2018 and New Stamp Certificate No. SOM-42252;
5. Ground Floor, No. 472 Chatham Road North - Stamp Certificate (Ref.: 2-19-048392-0-0-0) together with PASP dated 30th April 2018 and New Stamp Certificate No. 19-2-0506403-8 (with Letter from IRD dated 22nd September 2022);
6. 1st Floor, No. 472 Chatham Road North - Stamp Certificate (Ref: 3-19-046358-0-0-7) together with PASP dated 30th April 2018 and New Stamp Certificate No. SOM-42287;
7. 2nd Floor, No. 472 Chatham Road North - Stamp Certificate (Ref: 3-19-046577-0-0-4) together with PASP dated 30th April 2018 and New Stamp Certificate No. SOM-42238;
8. 3rd Floor, No. 472 Chatham Road North - Stamp Certificate (Ref: 3-19-046428-0-0-3) together with PASP dated 30th April 2018 and New Stamp Certificate No. SOM-42286;
9. The Original stamped Agreement for Sale and Purchase of 4/F, No. 472 Chatham Road North Memorial No. 18092001270053;
10. 5th Floor, No. 472 Chatham Road North - Stamp Certificate (Ref: 3-19-046499-0-0-3) together with PASP dated 30th April 2018 and 2 New Stamp Certificates Nos. SOM-42237 and SOM-42253;
11. Ground Floor, No. 474 Chatham Road North - Stamp Certificate (Ref.: 2-19-048022-0-0-6) together with PASP dated 30th April 2018 and New Stamp Certificate No. 19-2-0506383-7 (with Letter from IRD dated 2nd September 2022);
12. Portion A, 1st Floor, No. 474 Chatham Road North - Stamp Certificate (Ref: 3-19-046449-0-0-8) together with PASP dated 30th April 2018 and New Stamp Certificate No. SOM-42242;
13. Portion B, 1st Floor, No. 474 Chatham Road North - Stamp Certificate (Ref: 3-19-046467-0-0-4) together with PASP dated 30th April 2018 and New Stamp Certificate No. SOM-42240;
14. Portion C, 1st Floor, No. 474 Chatham Road North - Stamp Certificate (Ref: 3-19-046539-0-0-6) together with PASP dated 30th April 2018 and New Stamp Certificate No. SOM-42243;
15. Portion D, 1st Floor, No. 474 Chatham Road North - Stamp Certificate (Ref: 3-19-046548-0-0-4) together with PASP dated 30th April 2018 and New Stamp Certificate No. SOM-42284;
16. 3rd Floor, No. 474 Chatham Road North - Stamp Certificate (Ref: 3-19-046553-0-0-0) together with PASP dated 30th April 2018 and New Stamp Certificate No. SOM-42248;
17. 4th Floor, No. 474 Chatham Road North - Stamp Certificate (Ref: 3-19-046494-0-0-8) together with PASP dated 30th April 2018 and New Stamp Certificate No. SOM-42285;
18. 5th Floor, No. 474 Chatham Road North - Stamp Certificate (Ref: 3-19-046519-0-0-4) together with PASP dated 30th April 2018 and New Stamp Certificate No. SOM-42245;



19. Ground Floor, No. 476 Chatham Road North - Stamp Certificate (Ref: 2-19-046650-0-0-3) together with PASP dated 30th April 2018 and 2 New Stamp Certificates Nos. SOM-42275 and SOM-42276;
20. 2nd Floor, No. 476 Chatham Road North - Stamp Certificate (Ref: 3-19-046385-0-0-1) together with PASP dated 30th April 2018 and New Stamp Certificate No. SOM-42235;
21. 3rd Floor, No. 476 Chatham Road North - Stamp Certificate (Ref: 3-19-046489-0-0-2) together with PASP dated 30th April 2018 and New Stamp Certificate No. SOM-42246;
22. 4th Floor, No. 476 Chatham Road North - Stamp Certificate (Ref: 3-19-049177-0-0-9) together with PASP dated 30th April 2018 and New Stamp Certificate No. SOM-42239;
23. 5th Floor, No. 476 Chatham Road North - Stamp Certificate (Ref: 3-19-049190-0-0-0) together with PASP dated 30th April 2018 and New Stamp Certificate No. SOM-42412;
24. 6th Floor, No. 476 Chatham Road North - Stamp Certificate (Ref: 3-19-046481-0-0-8) together with PASP dated 30th April 2018 and New Stamp Certificate No. SOM-42249;
25. Ground Floor, No. 478 Chatham Road North - Stamp Certificate (Ref.: 2-19-048404-0-0-6) together with PASP dated 30th April 2018 and New Stamp Certificate No. 19-2-0506404-1 (with Letter from IRD dated 22nd September 2022);
26. Front Portion, 1st Floor, No. 478 Chatham Road North - Stamp Certificate (Ref: 3-19-046550-0-0-1) together with PASP dated 30th April 2018 and 2 New Stamp Certificates Nos. SOM-42273 and SOM-42274;
27. Rear Portion, 1st Floor, No. 478 Chatham Road North - Stamp Certificate (Ref: 3-19-046411-0-0-1) together with PASP dated 30th April 2018 and New Stamp Certificate No. SOM-42250;
28. Flat A, Front Portion, 2nd Floor, No. 478 Chatham Road North - Stamp Certificate (Ref: 3-19-046417-0-0-9) together with PASP dated 30th April 2018 and New Stamp Certificate No. SOM-42244;
29. Flat B, Front Portion, 2nd Floor, No. 478 Chatham Road North - Stamp Certificate (Ref: 3-19-046525-0-0-3) together with PASP dated 30th April 2018 and New Stamp Certificate No. SOM-42241;
30. the Original stamped Agreement for Sale and Purchase of C&D, Front Portion, 2/F, No. 478 Chatham Road North Memorial No. 19050701950056;
31. Rear Portion, 2nd Floor, No. 478 Chatham Road North - Stamp Certificate (Ref: 3-19-046618-0-0-0) together with PASP dated 30th April 2018 and 2 New Stamp Certificates Nos. SOM-42282 and SOM-42283;
32. Rear Portion, 3rd Floor, No. 478 Chatham Road North - Stamp Certificate (Ref: 3-19-046530-0-0-9) together with PASP dated 30th April 2018 and 2 New Stamp Certificates Nos. SOM-42414 and SOM-42413;
33. Front Portion, 4th Floor, No. 478 Chatham Road North - Stamp Certificate (Ref: 3-19-046404-0-0-9) together with PASP dated 30th April 2018 and New Stamp Certificate No. SOM-42281;
34. Rear Portion, 4th Floor, No. 478 Chatham Road North - Stamp Certificate (Ref: 3-19-046569-0-0-9) together with PASP dated 30th April 2018 and 2 New Stamp Certificates Nos. SOM-42247 and SOM-42255;
35. Front Portion, 5th Floor, No. 478 Chatham Road North - Stamp Certificate (Ref: 3-19-046472-0-0-0) together with PASP dated 30th April 2018 and New Stamp Certificate No. SOM-42277;
36. Rear Portion, 5th Floor, No. 478 Chatham Road North - Stamp Certificate (Ref: 3-19-046584-0-0-6) together with PASP dated 30th April 2018 and 2 New Stamp Certificates Nos. SOM-42416 and SOM-42415; and
37. Rear Portion, 6th Floor, No. 478 Chatham Road North - Stamp Certificate (Ref: 3-19-046532-0-0-5) together with PASP dated 30th April 2018 and New Stamp Certificate No. SOM-42278.

Part B

470, 472, 474, 476 and 478 Chatham Road North, Kowloon

1. the original Mortgage Memorial No.1905280420155 with the original Certificate of Registration of Charge dated 28 May 2019 (Charge Registration Number 2019008007) annexed;
2. the original Certificate of Registration of Charge dated 28 May 2019 (Charge Registration Number 2019008008) in respect of Assignment of Insurance;
3. the original Certificate of Registration of Charge dated 28 May 2019 (Charge Registration Number 2019008009) in respect of Assignment of Rentals and Receivables;
4. the original Certificate of Registration of Charge dated 28 May 2019 (Charge Registration Number 2019008010) in respect of Assignment of Sale Proceeds; and
5. the original Certificate of Registration of Charge dated 28 May 2019 (Charge Registration Number 2019008014) in respect of Subordination Agreement.

Property (1): Ground Floor & Cockloft, No.470 Chatham Road North, Kowloon

1. Certified copy Government Lease of Kowloon Inland Lot No.1526;
2. Assignment Memorial No.UB242588;
3. Attested copy Probate Memorial No.UB1499824;
4. Certified copy Occupation Permit No.345;
5. Assent Memorial No.UB1516925;
6. Assignment Memorial No.UB2126057;
7. Attested copy Deed of Covenant Memorial No.UB235544;
8. Power of Attorney dated 3 October 1979;
9. Tenancy Agreement dated 16 February 1977;
10. Power of Attorney dated 24 February 1981;
11. Certified copy Order Memorial No.UB2889181;
12. Certified copy Letter of Compliance Memorial No.UB3000664;
13. Agreement for Sale and Purchase Memorial No.UB4796090;
14. Receipt on Discharge of a Charge Memorial No.UB4913561 annexed to Mortgage Memorial No.UB2382937;
15. Assignment Memorial No.UB4913562;
16. Receipt on Discharge of a Charge Memorial No.UB9240938 annexed to Legal Charge Memorial No.UB4913563;
17. Memorandum for Sale and Purchase Memorial No.UB9234061;
18. Assignment Memorial No.UB9239154;
19. Certified copy Certificate of Change of Name from International Bank of Asia Limited to Fubon Bank (Hong Kong) Limited dated 6 April 2005;
20. Receipt on Discharge of a Charge Memorial No.14082900230232 annexed to Legal Charge Memorial No.UB9239155;
21. Certified copy Order No.C0129/93/K Memorial No.UB5643471;
22. Certified copy Order No.D105/K/99 Memorial No.UB7825189;
23. Certified copy Letter of Compliance Memorial No.UB7999545;



24. Certified copy Superseding Order No.CRT/RT/80434/02/K Memorial No.UB8706160;
25. Certified copy Letter of Compliance Memorial No.UB8863825;
26. Certified copy Order No.UBP/07-158/0002/06 Memorial No.08010700380411;
27. Certified copy Order No.UBP/07-158/0003/06 Memorial No.08010700380427;
28. Certified copy Letter of Compliance Memorial No.10021200890125;
29. Certified copy Order No.CMS/TE/007034/07/K Memorial No.08010701280741;
30. Certified copy Letter of Withdrawal Memorial No.14082600750189;
31. Certified copy Order No.CMS/TE/007030/07/K Memorial No.08010701280754;
32. Certified copy Letter of Compliance Memorial No.09073101560323;
33. Certified copy Order No.D00354/K/07/MS/TE Memorial No.08011101470143;
34. Certified copy Letter of Compliance Memorial No.09073101560335;
35. Certified copy Superseding Order No.UBP/07-158/0004/06 Memorial No.08032501180563;
36. Certified copy Notice No.WC/SC06519/06/K-R10 Memorial No.08080400840549;
37. Certified copy Order No.DR00137/K/10 Memorial No.10051300570128;
38. Certified copy Order No.D00230/K/11 Memorial No.11102700700032;
39. Certified copy Fire Safety Compliance Order under Section 6(1) of Fire Safety (Buildings) Ordinance (Chapter 572) Memorial No.14102101700011;
40. Certified copy Notification Letter of Completion of Works relating to Order No.D00230/K/11 Memorial No.15100701190028;
41. Agreement for Sale and Purchase Memorial No.18061200190010; and
42. Assignment Memorial No.18082700130011.

Property (2): 1<sup>st</sup> Floor, No.470 Chatham Road North, Kowloon

1. Assignment Memorial No.UB231328;
2. Deed of Covenant Memorial No.UB235544;
3. Assignment Memorial No.UB519825;
4. Mortgage Memorial No.UB1086282 with 2nd Further Charge Memorial No.UB1462428 endorsed thereon;
5. Further Charge Memorial No.UB1420980 with 3<sup>rd</sup> Further Charge Memorial No.UB1549905 endorsed thereon;
6. Reassignment Memorial No.UB1738462;
7. Receipt on Discharge of a Charge/Mortgage Memorial No.UB3045815 annexed to Mortgage Memorial No.UB1738463;
8. Certified copy Death Certificate Memorial No.UB2612170;
9. Certified copy Certificate of Exemption from Estate Duty Memorial No.UB2612171;
10. Assignment Memorial No.UB3045816;
11. Certified copy Government Lease of Kowloon Inland Lot No.1526;
12. Certified copy Order No.D275/OK/85A Memorial No.UB2889181;
13. Certified copy Letter of Compliance Memorial No.UB3000664;
14. Certified copy Order No.C0129/93/K Memorial No.UB5643471;
15. Certified copy Order No.D105/K/99 Memorial No.UB7825189;
16. Certified copy Letter of Compliance Memorial No.UB7999545;
17. Certified copy Superseding Order No.CRT/RT/80434/02/K Memorial No.UB8706160;
18. Certified copy Letter of Compliance Memorial No.UB8863825;
19. Certified copy Order No.UBP/07-158/0003/06 Memorial No.08010700380427
20. Certified copy Letter of Compliance Memorial No.10021200890125

21. Certified copy Order No.CMS/TE/007034/07/K Memorial No.08010701280735;
22. Certified copy Letter of Compliance Memorial No.09042701130131;
23. Certified copy Order No.CMS/TE/007030/07/K Memorial No.08010701280754;
24. Certified copy Letter of Compliance Memorial No.09073101560323;
25. Certified copy Order No.D00354/K/07/MS/TE Memorial No.08011101470143;
26. Certified copy Letter of Compliance Memorial No.09073101560335;
27. Certified copy Superseding Order No.UBP/07-158/0004/06 Memorial No.08032501180563;
28. Certified copy Letter of Compliance Memorial No.10021200890125;
29. Certified copy Order No.DR00137/K/10 Memorial No.10051300570128;
30. Certified copy Order No.D00230/K/11 Memorial No.11102700700032;
31. Certified copy Order No.INVO00012/K/14 Memorial No.14081401210379;
32. Certified copy Fire Safety Compliance Order under Section 6(1) of Fire Safety (Buildings) Ordinance (Chapter 572) Memorial No.14102101700024;
33. Certified copy Notification Letter of Completion of Works relating to Order No.D00230/K/11 Memorial No.15100701190028;
34. Agreement for Sale and Purchase Memorial No.18061200190028; and
35. Assignment Memorial No.18082700130027.

Property (3): 2<sup>nd</sup> Floor, No.470 Chatham Road North, Kowloon

1. Certified copy Government Lease of Kowloon Inland Lot No.1526;
2. Certified copy Occupation Permit No.345;
3. Attested copy Assignment Memorial No.UB223062;
4. Certified copy Assignment Memorial No.UB223062;
5. Deed of Covenant Memorial No.UB235544;
6. Certified copy Deed of Covenant Memorial No.UB235544;
7. Assignment Memorial No.UB251459;
8. Declaration of Trust Memorial No.UB251460;
9. Certified copy Declaration of Trust Memorial No.UB251460;
10. Power of Attorney given by Pun Chun Ho to Tam Kwong Chi dated 5/10/1956;
11. Assignment Memorial No.UB1023331;
12. Certified copy Assignment Memorial No.UB1023331;
13. Agreement for Sale and Purchase Memorial No.UB3370952;
14. Certified copy Agreement for Sale and Purchase Memorial No.UB3370952;
15. Assignment Memorial No.UB3427414;
16. Certified copy Assignment Memorial No.UB3427414;
17. Certified copy Building Order Memorial No.UB5643471;
18. Certified copy Building Order Memorial No.UB7825189;
19. Certified copy Letter of Compliance Memorial No.UB7999545;
20. Certified copy Superseding Order Memorial No.UB8706160;
21. Certified copy Letter of Compliance Memorial No.UB8863825;
22. Certified copy Building Order Memorial No.08010700380427;
23. Certified copy Letter of Compliance Memorial No.10021200890125;
24. Certified copy Building Order Memorial No.08010701280728;
25. Certified copy Letter of Compliance Memorial No.09042701130148;
26. Certified copy Building Order Memorial No.08010701280754;
27. Certified copy Letter of Compliance Memorial No.09073101560323;



28. Certified copy Building Order Memorial No.08011101470143;
29. Certified copy Letter of Compliance Memorial No.09073101560335;
30. Certified copy Superseding Order Memorial No.08032501180563;
31. Certified copy Building Order Memorial No.10051300570128;
32. Certified copy Order No.D00230/K/11 Memorial No.11102700700032;
33. Certified copy Fire Safety Compliance Order under Section 6(1) of Fire Safety (Buildings) Ordinance (Chapter 572) Memorial No.14102101700035;
34. Certified copy Notification Letter of Completion of Works relating to Order No.D00230/K/11 Memorial No.15100701190028;
35. Copy extract Articles of Association of Tak Fu Limited;
36. Certified copy Minutes of a Meeting of the Board Directors of Tak Fu Limited dated 31/7/2018;
37. Agreement for Sale and Purchase Memorial No.18061200190033; and
38. Assignment Memorial No.18082700130036.

Property (4): 3<sup>rd</sup> Floor, No.470 Chatham Road North, Kowloon

1. Certified copy Government Lease of Kowloon Inland Lot No.1526;
2. Certified copy Occupation Permit No.345;
3. Certified copy Assignment Memorial No.UB231327;
4. Certified copy Deed of Covenant Memorial No.UB235544;
5. Certified copy Assignment Memorial No.UB1548622;
6. Certified copy Building Order Memorial No.UB2889181;
7. Certified copy Agreement for Sale and Purchase Memorial No.UB2953900;
8. Certified copy Letter of Compliance Memorial No.UB3000664;
9. Certified copy Assignment Memorial No.UB3149350;
10. Copy Certificate of Incorporation of Canville Development Limited with copy extract of its Articles of Association;
11. Certified copy Assignment Memorial No.UB4936314;
12. Copy Certificate of Incorporation of Bright Choice Development Limited with copy extract of its Articles of Association;
13. Certified copy Special Resolution of Bright Choice Development Limited dated 26/2/1994;
14. Certified copy Notice of Appointment of Liquidator dated 26/2/1994;
15. Certified copy Building Order Memorial No.UB5643471;
16. Agreement for Sale and Purchase Memorial No.UB6024313;
17. Declaration of Yiu Hon Lam dated 9/5/1994;
18. Assignment Memorial No.UB6050870;
19. Agreement for Sale and Purchase Memorial No.UB6132923;
20. Assignment Memorial No.UB6148780;
21. Certified copy Building Order Memorial No.UB7825189;
22. Certified copy Letter of Compliance Memorial No.UB7999545;
23. Certified copy Superseding Order Memorial No.UB8706160;
24. Certified copy Letter of Compliance Memorial No.UB8863825;
25. Certified copy Letter of Compliance Memorial No.08040200410111;
26. Certified copy Building Order Memorial No.08010700380400;
27. Certified copy Building Order Memorial No.08010700380427;
28. Certified copy Building Order Memorial No.08010701280718;

29. Certified copy Building Order Memorial No.08010701280754;
30. Certified copy Building Order Memorial No.08011101470143;
31. Certified copy Superseding Order Memorial No.08032501180563;
32. Certified copy Letter of Withdrawal Memorial No.09042701130155;
33. Certified copy Letter of Compliance Memorial No.09073101560323;
34. Certified copy Letter of Compliance Memorial No.09073101560335;
35. Certified copy Letter of Compliance Memorial No.10021200890125;
36. Certified copy Building Order Memorial No.10051300570128;
37. Certified copy Building Order Memorial No.11102700700032;
38. Agreement for Sale and Purchase Memorial No.15082500360064;
39. Certified copy Notification Letter of Completion of Works Memorial No.15100701190028;
40. Assignment Memorial No.15111800190031;
41. Certified copy Letter of Compliance Memorial No.10021200890125;
42. Agreement for Sale and Purchase Memorial No.18061200190047;
43. Receipt on Discharge of a Charge Memorial No.18082700130044 annexed to Mortgage Memorial No.15111800190042;
44. Receipt on Discharge of a Charge Memorial No.18082700130056 annexed to Second Mortgage Memorial No.17062802190019; and
45. Assignment Memorial No.18082700130067.

Property (5): Ground Floor, No.472 Chatham Road North, Kowloon

1. Certified copy Government Lease of Kowloon Inland Lot No.1526;
2. Certified copy Assignment Memorial No.UB241227;
3. Certified copy Declaration of Trust Memorial No.UB241228;
4. Certified copy Occupation Permit No.69K;
5. Assignment Memorial No.UB256989;
6. Deed of Mutual Covenant and Grant Memorial No.UB256996;
7. Mortgage Memorial No.UB257855 with Reassignment Memorial No.UB259819 endorsed;
8. Mortgage Memorial No.UB710312 with Reassignment Memorial No.UB798262 endorsed;
9. Mortgage Memorial No.UB1218224;
10. Reassignment Memorial No.UB1325826;
11. Agreement for Sale and Purchase Memorial No.UB2876964;
12. Assignment Memorial No.UB2902731 and re-registered by Memorial No.UB3863911;
13. Receipt Memorial No.UB3935409 annexed to Legal Charge Memorial No.UB2902732;
14. Certified copy Power of Attorney given by Wong Ying Hoi to Wong Ying Ho dated 12/9/1988;
15. Agreement for Sale and Purchase Memorial No.UB3863912;
16. Assignment Memorial No.UB3935410;
17. Receipt on Discharge of a Charge/Mortgage Memorial No.UB4940430 annexed to Mortgage Memorial No.UB3935411 and re-registered by Memorial No.UB4120417;
18. Mortgage Memorial No.UB4940431;
19. Receipt on Discharge of a Charge Memorial No.UB8364039 annexed to Further Charge Memorial No.UB5914035;
20. Receipt on Discharge of a Charge Memorial No.09102900210117 annexed to Mortgage Memorial No.UB8364040;
21. Certified copy Building Order Memorial No.UB7825184;
22. Certified copy Letter of Compliance Memorial No.UB8411124;



23. Surrender Memorial No.UB8689002;
24. Certified copy Building Order Memorial No.UB9130136;
25. Certified copy Letter of Compliance Memorial No.UB9389327;
26. Certified copy Probate Memorial No.0701040118022;
27. Certified copy Building Order Memorial No.09072401520249;
28. Agreement for Sale and Purchase Memorial No.09082800370224;
29. Assignment Memorial No.09102700850259;
30. Minutes of Directors of TYK Investment Company Limited dated 28/9/2009;
31. Copy extract Articles of Association of TYK Investment Company Limited;
32. Certified copy Order No.C&E0988/89/K Memorial No.UB4324679;
33. Certified copy Letter of Compliance Memorial No.UB4401179;
34. Certified copy Order No.DR00139/K/10 Memorial No.10051300570133;
35. Certified copy Order No.D00291/K/10/TE Memorial No.10062101180302;
36. Certified copy Notification Letter of Completion of Works relating to Order No.DR00213/K/09 Memorial No.15092900940108;
37. Certified copy Notification Letter of Completion of Works relating to Order No.D00291/K/10/TE Memorial No.15092900940113;
38. Certified copy Resolution of the Sole Director of TYK Investment Company Limited dated 31 July 2018;
39. Copy extract Articles of Association of TYK Investment Company Limited;
40. Certified copy Letter from China Construction Bank (Asia) Corporation Limited to Messrs. Li, Wong, Lain & W.I. Cheung dated 7/8/2018 enclosing therewith extract of its Minutes held on 1/4/2014;
41. Copy extract Articles of Association of China Construction Bank (Asia) Corporation Limited;
42. Mortgage Memorial No.09102700850263;
43. Certificate of Registration of Charge under Section 83(2) dated 27/10/2009 annexed to Mortgage dated 30/9/2009 registered at Companies Registry;
44. Assignment of Rentals Memorial No.09102700850272;
45. Certificate of Registration of Charge under Section 83(2) dated 27/10/2009 annexed to Assignment of Rentals dated 30/9/2009 registered at Companies Registry;
46. Agreement for Sale and Purchase Memorial No.18061200190058;
47. Release Memorial No.18083100190012; and
48. Assignment No.18082700130075.

Property (6): 1<sup>st</sup> Floor, No.472 Chatham Road North, Kowloon

1. Certified copy Government Lease of Kowloon Inland Lot No.1526;
2. Certified copy Occupation Permit No.101K;
3. Certified copy Assignment Memorial No.UB241227;
4. Certified copy Declaration of Trust Memorial No.UB241228;
5. Assignment Memorial No.UB256990;
6. Declaration of Trust Memorial No.UB256991;
7. Deed of Mutual Covenant and Grant Memorial No.UB256996;
8. Certified copy Death Certificate of Yiu Yum Hei dated 14/3/1978;
9. Certified copy Death Certificate of Yiu Yum (or Yam) Hei Memorial No.UB1517960;
10. Certified copy Certificate of Exemption from Estate Duty Memorial No.UB1517961;
11. Assignment Memorial No.UB1661305;

12. Assignment Memorial No.UB2327362;
13. Receipt on Discharge of a Charge Memorial No.UB3713434 annexed to Mortgage Memorial No.UB2327363;
14. Certified copy Building Order Memorial No.UB2819988;
15. Certified copy Letter of Compliance Memorial No.UB2954505;
16. Assignment Memorial No.UB3713435;
17. Certified copy Building Order Memorial No.UB4324679;
18. Certified copy Letter of Compliance Memorial No.UB4401179;
19. Certified copy Certificate under Section 33(1) of the Buildings Ordinance Memorial No.UB4761754;
20. Certified copy Sub-Mortgage Memorial No.UB4747771;
21. Receipt on Discharge of a Charge Memorial No.UE5438083 annexed to Legal Charge Memorial No.UB3713436 and re-registered by Memorial No.UB3972807;
22. Agreement for Sale and Purchase Memorial No.UB5438082;
23. Assignment Memorial No.UB5438084;
24. Certified copy Deed of Confirmation by Wah Man Ho Ivanhoe dated 18/5/2018;
25. Certified copy Memorial of Satisfaction Memorial No.UB5433245;
26. Certified copy Order No.D106/K/99 Memorial No.UB7825184;
27. Certified copy Letter of Compliance Memorial No.UB8411124;
28. Certified copy Order No.DR02520/K/03/TCW/TE Memorial No.UB9130136;
29. Certified copy Order No.DR00213/K/09 Memorial No.09072401520249;
30. Certified copy Order No.DR00139/K/10 Memorial No.10062101180302;
31. Certified copy Notification Letter of Completion of Works relating to Order No.DR00213/K/09 Memorial No.15092900940108;
32. Certified copy Notification Letter of Completion of Works relating to Order No.D00291/K/10/TE Memorial No.15092900940113;
33. Certified copy Minutes of a Meeting of the Board of Directors of Yau Hing Sing Lee Company Limited dated 31<sup>st</sup> July 2018;
34. Copy extract Articles of Association of Yau Hing Sing Lee Company Limited;
35. Agreement for Sale and Purchase Memorial No.18061200190066; and
36. Assignment Memorial No.18082700130087.

Property (7): 2<sup>nd</sup> Floor, No.472 Chatham Road North, Kowloon

1. Certified copy Government Lease of Kowloon Inland Lot No.1526 (in duplicate);
2. Certified copy Occupation Permit No.101K;
3. Certified copy Assignment Memorial No.UB241227;
4. Certified copy Declaration of Trust Memorial No.UB241228;
5. Assignment Memorial No.UB256992;
6. Deed of Mutual Covenant and Grant Memorial No.UB256996;
7. Assent Memorial No.UB314364;
8. Power of Attorney given by Marie Fatima Wong Da Roza alias Wong Sau Yung to Leung Suk Yin dated 19/4/1967;
9. Attested copy Probate Memorial No.UB316242;
10. Assignment Memorial No.UB2301882;
11. Certified copy Probate Memorial No.UB3630601 and re-registered by Memorial No.UB3668663;



12. Agreement for Sale and Purchase dated 29/7/1988;
13. Nomination by Chan Chow Loi to Chan Man Wah Susanna dated 24/8/1988;
14. Assignment Memorial No.UB3830306;
15. Receipt on Discharge of a Charge Memorial No.UB6181851 annexed to Legal Charge Memorial No.UB3830307;
16. Certified copy Building Order Memorial No.UB4324679;
17. Certified copy Letter of Compliance Memorial No.UB4401179;
18. Certified copy Building Order Memorial No.UB7825184;
19. Certified copy Letter of Compliance Memorial No.UB8411124;
20. Memorandum of Agreement for Sale and Purchase dated 9/10/2003;
21. Assignment Memorial No.UB9040772;
22. Certified copy Supplementary Order Memorial No.UB9266579;
23. Certified copy Letter of Compliance Memorial No.UB9389327;
24. Agreement for Sale and Purchase Memorial No.07042302140332;
25. Assignment Memorial No.07060900040658;
26. Certified copy Building Order Memorial No.09072401520249;
27. Agreement for Sale and Purchase Memorial No.09081402250026;
28. Receipt on Discharge of a Charge Memorial No.09102701940280 annexed to First Legal Charge Memorial No.07060900040660;
29. Assignment Memorial No.09102701940299;
30. Certified copy Building Order Memorial No.10051300570133;
31. Certified copy Building Order Memorial No.10062101180302;
32. Agreement for Sale and Purchase Memorial No.10101401490159;
33. Receipt on Discharge of a Charge Memorial No.10121500890514 annexed to Tripartite Legal Charge/Mortgage Memorial No.09102701940301;
34. Assignment Memorial No.10112201360205;
35. Certified copy Notification Letter of Completion of Works relating to Order No.DR00213/K/09 Memorial No.15092900940108;
36. Certified copy Notification Letter of Completion of Works relating to Order No.D00291/K/10/TE Memorial No.15092900940113;
37. Agreement for Sale and Purchase Memorial No.18061200190073;
38. Receipt on Discharge of a Charge Memorial No.18082700130093 annexed to Mortgage Memorial No.10112201360217;
39. Certified copy specimen signature of the Designated Officer of HKCB Finance Limited;
40. Certified copy of Certified extract of written resolutions of Board of Directors of HKCB Finance Limited passed on 14/8/2017; and
41. Assignment Memorial No.18082700130109.

Property (8): 3<sup>rd</sup> Floor, No.472 Chatham Road North, Kowloon

1. Certified copy Assignment Memorial No.UB241227;
2. Certified copy Declaration of Trust Memorial No.UB241228;
3. Assignment Memorial No.UB256994;
4. Deed of Mutual Covenant and Grant Memorial No.UB256996;
5. Assignment Memorial No.UB301012;
6. Certified copy Letters of Administration Memorial No.UB2725739;
7. Certified copy Letters of Administration with the Will annexed Memorial No.UB2725740;

8. Certified copy Probate Memorial No.UB2725741;
9. Copy Building Order Memorial No.UB2819988;
10. Copy Letter of Compliance Memorial No.UB2954505;
11. Certified copy Deed of Arrangement Memorial No.UB2977075;
12. Assignment Memorial No.UB2990316 and re-registered by Memorial No.UB301484;
13. Assignment Memorial No.UB3014849;
14. Assignment Memorial No.UB3158155;
15. Agreement for Sale and Purchase Memorial No.UB3275764;
16. Assignment Memorial No.UB3284877;
17. Mortgage Memorial No.UB3284878;
18. Release Memorial No.UB3706391;
19. Certified copy Special Power of Attorney granted by The Hongkong and Shanghai Banking Corporation in favour of So Pang Fay dated 13/4/1988;
20. Agreement for Sale and Purchase dated 12/7/1990;
21. Assignment Memorial No.UB4966903;
22. Receipt on Discharge of a Charge Memorial No.UB6473920 annexed to Legal Charge Memorial No.UB4966904;
23. Certified copy Government Lease of Kowloon Inland Lot No.1526;
24. Certified copy Order No.C&E 0988/89/K Memorial No.UB4324679;
25. Certified copy Letter of Compliance Memorial No.UB4401179;
26. Certified copy Legal Charge Memorial No.UB4966904;
27. Certified copy Receipt on Discharge of a Charge Memorial No.UB6473920;
28. Certified copy Order No.D106/K/99 Memorial No.UB7825184;
29. Certified copy Letter of Compliance Memorial No.UB8411124;
30. Certified copy Order No.DR02520/K/03/TCW/TE Memorial No.UB9130136;
31. Certified copy Order No.DR00213/K/09 Memorial No.09072401520249;
32. Certified copy Order No.DR00139/K/09 Memorial No.10051300570133;
33. Certified copy Order No.D00291/K/10/TE Memorial No.10062101180302;
34. Certified copy Certificate under Section 33(1) of the Buildings Ordinance Memorial No.14052001850103;
35. Certified copy Memorial of Satisfaction under Section 33(10) of the Buildings Ordinance Memorial No.15031701090116;
36. Certified copy Notification Letter of Completion of Works relating to Order No.DR00213/K/09 Memorial No.15092900940108;
37. Certified copy Notification Letter of Completion of Works relating to Order No.D00291/K/10/TE Memorial No.15092900940113;
38. Certified copy Certificate under S.33(1) of the Buildings Ordinance Memorial No.17101001200403;
39. Certified copy Memorial of Satisfaction under Section 33(1) of the Buildings Ordinance Memorial No.18031200920088;
40. Agreement for Sale and Purchase Memorial No.18061200190083; and
41. Assignment Memorial No.18082700130116.

Property (9): 5<sup>th</sup> Floor, No.472 Chatham Road North, Kowloon

1. Attested copy Power of Attorney given by Tang Hung Wai to Tang Kwai Yuk dated 30/9/1953;
2. Certified copy Assignment Memorial No.UB241227;



3. Certified copy Declaration of Trust Memorial No.UB241228;
4. Assignment Memorial No.UB256995;
5. Deed of Mutual Covenant and Grant Memorial No.UB256996;
6. Mortgage Memorial No.UB257856 with Reassignment Memorial No.UB269059 endorsed;
7. Mortgage Memorial No.UB269060 with Reassignment Memorial No.UB353398 endorsed;
8. Mortgage Memorial No.UB353399 with Reassignment Memorial No.UB405763 endorsed;
9. Assignment Memorial No.UB405764;
10. Mortgage Memorial No.UB405765 with Reassignment Memorial No.UB1015869 endorsed;
11. Assignment Memorial No.UB1022825;
12. Power of Attorney given by Wong Wai Lit also known as Elmer W. L. Wong to Lung Yee dated 8/11/1973;
13. Mortgage Memorial No.UB1022826 with Reassignment Memorial No.UB1104577 endorsed;
14. Mortgage Memorial No.UB1104578 with Reassignment Memorial No.UB1129712 endorsed;
15. Agreement for Sale and Purchase dated 11/10/1974;
16. Assignment Memorial No.UB1129713;
17. Mortgage Memorial No.UB1129714;
18. Reassignment Memorial No.UB1329237;
19. Reassignment Memorial No.UB1781842;
20. Mortgage Memorial No.UB1694704;
21. Mortgage Memorial No.UB1781843;
22. Reassignment Memorial No.UB2131654;
23. Agreement for Sale and Purchase Memorial No.UB2494865;
24. Assignment Memorial No.UB2524054;
25. Agreement for Sale and Purchase dated 7/12/1983;
26. Assignment Memorial No.UB2524055;
27. Certified copy Government Lease of Kowloon Inland Lot No.1526;
28. Certified copy Order No.D189/K/85 Memorial No.UB2819988;
29. Certified copy Letter of Compliance Memorial No.UB2954505;
30. Certified copy Order No.C&E 0988/89/K Memorial No.UB4324679;
31. Certified copy Letter of Compliance Memorial No.UB4401179;
32. Certified copy Order No.D103/K/94/P3 Memorial No.UB6112769;
33. Certified copy Letter of Compliance Memorial No.UB6145992;
34. Certified copy Order No.D106/K/99 Memorial No.UB7825184;
35. Certified copy Letter of Compliance Memorial No.UB8411124;
36. Certified copy Order No.DR02520/K/03/TCW/TE Memorial No.UB9130136;
37. Certified copy Order No.DR00213/K/09 Memorial No.09072401520249;
38. Certified copy Order No.DR00139/K/10 Memorial No.10051300570133;
39. Certified copy Order No.D00291/K/10/TE Memorial No.10062101180302;
40. Certified copy Notification Letter of Completion of Works relating to Order No.DR00213/K/09 Memorial No.15092900940108;
41. Certified copy Notification Letter of Completion of Works relating to Order No.D00291/K/10/TE Memorial No.15092900940113;
42. Agreement for Sale and Purchase Memorial No.18061200190095; and
43. Assignment Memorial No.18082700130126.

Property (10): Ground Floor, No.474 Chatham Road North, Kowloon

1. Certified copy Assignment Memorial No.UB241227;
2. Certified copy Declaration of Trust Memorial No.UB241228;
3. Assignment Memorial No.UB257128;
4. Mortgage Memorial No.UB261334 with Reassignment Memorial No.UB284360 endorsed;
5. Deed of Mutual Covenant and Grant Memorial No.UB257224;
6. Mortgage Memorial No.UB391369 with Reassignment Memorial No.UB587206 endorsed;
7. Power of Attorney given by Chung Yue Chung to Chung Yu-Juen Betty Jamie dated 20 September 1978;
8. Agreement for Sale and Purchase dated 12 June 1981;
9. Declaration of Chung Yu-Juen Betty Jamie dated 12 June 1981;
10. Assignment Memorial No.UB2122536;
11. Receipt on Discharge of a Charge Memorial No.UB4170986 annexed to Mortgage Memorial No.UB2122537;
12. Certified copy Government Lease of Kowloon Inland Lot No.1526;
13. Certified copy Probate Memorial No.13103100140015;
14. Certified copy Order No.C&E D190/K/85 Memorial No.UB2862674;
15. Certified copy Letter of Compliance Memorial No.UB3166407;
16. Certified copy Order No.D107/K/99 Memorial No.UB7825190;
17. Certified copy Letter of Compliance Memorial No.UB8411123;
18. Certified copy Order No.DR02610/K/03/TCW/TE Memorial No.UB9130137;
19. Certified copy Letter of Completion Memorial No.07041800480027;
20. Certified copy Order No.DR00140/K/10 Memorial No.10051300570140;
21. Certified copy Order No.DR00296/K/10/TE Memorial No.10062101180296;
22. Certified copy Order No.DR00243/K/10 Memorial No.10062101180318;
23. Certified copy Notification Letter of Completion of Works relating to Order No.D00296/K/10/TE Memorial No.15092201630511;
24. Certified copy Notification Letter of Completion of Works relating to Order No.DR00243/K/10 Memorial No.15120100530064;
25. Certified copy Superseding Order No.C/TE/001581/16/K Memorial No.16071500950282;
26. Agreement for Sale and Purchase Memorial No.18061200190105; and
27. Assignment Memorial No.18082700130136.

Property (11): Portion A on 1<sup>st</sup> Floor, No.474 Chatham Road North, Kowloon

1. Certified copy Assignment Memorial No.UB257131;
2. Certified copy Declaration of Trust Memorial No.UB257223;
3. Certified copy Deed of Mutual Covenant and Grant Memorial No.UB257224;
4. Certified copy Death Certificate Memorial No.UB1517960;
5. Certified copy Certificate of Exemption from Estate Duty Memorial No.UB1517961;
6. Certified copy Assignment Memorial No.UB1661306;
7. Certified copy Mortgage Memorial No.UB1667398 with Certificate of Registration of Mortgage dated 21/2/1979;
8. Certified copy Reassignment Memorial No.UB1977269;
9. Certified copy Assignment Memorial No.UB2703783;
10. Assignment Memorial No.UB2727180;



11. Certified copy Deed of Mutual Grant Memorial No.UB2722095;
12. Receipt Memorial No.UB3299053 endorsed on Legal Charge Memorial No.UB2730101;
13. Certified copy Building Order Memorial No.UB2862674;
14. Certified copy Letter of Compliance Memorial No.UB3166407;
15. Agreement for Sale and Purchase Memorial No.UB5042023;
16. Agreement for Sub-Sale and Purchase Memorial No.UB5042024;
17. Assignment Memorial No.UB5077829;
18. Agreement for Sale and Purchase Memorial No.UB5818521;
19. Nomination by Lam Chun Yau to Yeh Shing Ming Simon dated 15/9/1993;
20. Assignment Memorial No.UB5818522;
21. Certified copy Government Lease of Kowloon Inland Lot No.1526;
22. Certified copy Order No.D107/K/99 Memorial No.UB7825190;
23. Certified copy Letter of Compliance Memorial No.UB8411123;
24. Certified copy Order No.DR02610/K/03/TCW/TE Memorial No.UB9130137;
25. Certified copy Letter of Completion Memorial No.07041800480027;
26. Certified copy Order No.DR00140/K/10 Memorial No.10051300570140;
27. Certified copy Order No.D00296/K/10/TE Memorial No.10062101180296;
28. Certified copy Order No.DR00243/K/10 Memorial No.10062101180318;
29. Certified copy Notification Letter of Completion of Works relating to Order No.D00296/K/10/TE Memorial No.15092201630511;
30. Certified copy Notification Letter of Completion of Works relating to Order No.DR00243/K/10 Memorial No.15120100530064;
31. Agreement for Sale and Purchase Memorial No.18061200190112; and
32. Assignment Memorial No.18082700130149.

Property (12): Portion B on 1<sup>st</sup> Floor, No.474 Chatham Road North, Kowloon

1. Certified copy Assignment Memorial No.UB257131;
2. Certified copy Declaration of Trust Memorial No.UB257223;
3. Certified copy Deed of Mutual Covenant and Grant Memorial No.UB257224;
4. Certified copy Death Certificate Memorial No.UB1517960;
5. Certified copy Certificate of Exemption from Estate Duty Memorial No.UB1517961;
6. Certified copy Assignment Memorial No.UB1661306;
7. Certified copy Mortgage Memorial No.UB1667398;
8. Certified copy Reassignment Memorial No.UB1977269;
9. Certified copy Assignment Memorial No.UB2703783;
10. Certified copy Deed of Mutual Grant Memorial No.UB2722095;
11. Assignment Memorial No.UB2727182;
12. Assignment Memorial No.UB4336512;
13. Agreement for Sale and Purchase dated 21/7/2005;
14. Assignment Memorial No.07092500220010;
15. Certified copy Government Lease of Kowloon Inland Lot No.1526;
16. Certified copy Assignment Memorial No.05080300230058;
17. Certified copy Order No.C&E D190/K/85 Memorial No.UB2862674;
18. Certified copy Letter of Compliance Memorial No.UB3166407;
19. Certified copy Order No.D107/K/99 Memorial No.UB7825190;
20. Certified copy Letter of Compliance Memorial No.UB8411123;

21. Certified copy Order No.DR02610/K/03/TCW/TE Memorial No.UB9130137;
22. Certified copy Letter of Completion relating to Order No.DR02610/K/03/TCW/TE Memorial No.07041800480027;
23. Certified copy Order No.DR00140/K/10 Memorial No.10051300570140;
24. Certified copy Order No.D00296/K/10/TE Memorial No.10062101180296;
25. Certified copy Order No.DR00243/K/10 Memorial No.10062101180318;
26. Certified copy Notification Letter of Completion of Works relating to Order No.D00296/K/10/TE Memorial No.15092201630511;
27. Certified copy Notification Letter of Completion of Works relating to Order No.DR00243/K/10 Memorial No.15120100530064;
28. Certified copy Certificate under S.33(1) of the Buildings Ordinance Memorial No.17100300650288;
29. Certified copy Memorial of Satisfaction under S.33(10) of the Buildings Ordinance Memorial No.18082101690558;
30. Statutory Declaration of Xu Yongsheng dated 27<sup>th</sup> July 2018;
31. Certified copy Letter from Inland Revenue Department to Messrs. Li, Wong, Lam & W. I. Cheung dated 9<sup>th</sup> October 2018 confirming no outstanding Stamp Duty for the transaction;
32. Agreement for Sale and Purchase Memorial No.18061200190124; and
33. Assignment Memorial No.18082700130158.

Property (13): Portion C on 1<sup>st</sup> Floor, No.474 Chatham Road North, Kowloon

1. Certified copy Government Lease of Kowloon Inland Lot No.1526;
2. Certified copy Occupation Permit No.101K;
3. Certified copy Undertaking Memorial No.UB250319;
4. Certified copy Assignment Memorial No.UB257131;
5. Certified copy Declaration of Trust Memorial No.UB257223;
6. Certified copy Deed of Mutual Covenant and Grant Memorial No.UB257224;
7. Certified copy Death Certificate of Yiu Yum (or Yam) Hei deceased Memorial No.UB1517960;
8. Certified copy Certificate of Exemption from Estate Duty Memorial No.UB1517961;
9. Certified copy Assignment Memorial No.UB1661306;
10. Certified copy Mortgage Memorial No.UB1667398;
11. Certified copy Reassignment Memorial No.UB1977269;
12. Certified copy Assignment Memorial No.UB2703783;
13. Assignment Memorial No.UB2722094;
14. Deed of Mutual Grant Memorial No.UB2722095;
15. Certified copy Building Order Memorial No.UB2862674;
16. Receipt on Discharge of a Charge Memorial No.UB3991099 endorsed on Legal Charge Memorial No.UB2731842;
17. Certified copy Building Order Memorial No.UB2862674;
18. Certified copy Letter of Compliance Memorial No.UB3166407;
19. Agreement for Sale and Purchase Memorial No.UB5559569;
20. Assignment Memorial No.UB5692544;
21. Agreement for Sale and Purchase Memorial No.UB5897025;
22. Assignment Memorial No.UB5897026;



23. Copy extract Articles of Association of Da Tin Investments Limited with its Form X(ii), Annual Return made up to 31/12/1984, Extraordinary General Meeting of Members passed on 15/11/1989 and 12/3/1990 and Return of Final Winding-up Meeting dated 13/3/1990;
24. Agreement for Sale and Purchase Memorial No.UB6089228;
25. Assignment Memorial No.UB6089229;
26. Certified copy Order No.D107/K/99 Memorial No.UB7825190;
27. Certified copy Letter of Compliance Memorial No.UB8411123;
28. Certified copy Order No.DR02610/K/03/TCW/TE Memorial No.UB9130137;
29. Certified copy Letter of Completion relating to Order No.DR02610/K/03/TCW/TE Memorial No.07041800480027;
30. Certified copy Order No.DR00140/K/10 Memorial No.10051300570140;
31. Certified copy Order No.D00296/K/10/TE Memorial No.10062101180296;
32. Certified copy Order No.DR00243/K/10 Memorial No.10062101180318;
33. Certified copy Notification Letter of Completion of Works relating to Order No.D00296/K/10/TE Memorial No.15092201630511;
34. Certified copy Notification Letter of Completion of Works relating to Order No.DR00243/K/10 Memorial No.15120100530064;
35. Agreement for Sale and Purchase Memorial No.18061200190139; and
36. Assignment Memorial No.18082700130168.

Property (14): Portion D on 1<sup>st</sup> Floor, No.474 Chatham Road North, Kowloon

1. Certified copy Government Lease of Kowloon Inland Lot No.1526;
2. Certified copy Occupation Permit No.101K with Confirmation Letter from Buildings Department dated 16/6/1997;
3. Certified copy Government Notice Memorial No.UB1904415;
4. Certified copy Undertaking Memorial No.UB250319;
5. Certified copy Assignment Memorial No.UB257131;
6. Certified copy Deed of Mutual Covenant and Grant Memorial No.UB257224;
7. Certified copy Assignment Memorial No.UB1661306;
8. Certified copy Assignment Memorial No.UB2703783;
9. Certified copy Deed of Mutual Grant Memorial No.UB2722095;
10. Assignment Memorial No.UB2727181;
11. Assignment Memorial No.UB2798063;
12. Certified copy Building Order Memorial No.UB2862674;
13. Certified copy Letter of Compliance Memorial No.UB3166407;
14. Agreement for Sale and Purchase Memorial No.UB5916340;
15. Assignment Memorial No.UB5916341;
16. Certified copy Deed Poll dated 2/5/1996;
17. Agreement for Sale and Purchase Memorial No.UB6854639;
18. Statutory Declaration of Chen Cheung Ching formerly known as Chen Chung Ching dated 30/12/1996;
19. Assignment Memorial No.UB6906781;
20. Certified copy Letter of Compliance Memorial No.UB8411123;
21. Certified copy Building Order Memorial No.UB9130137;
22. Agreement for Sale and Purchase Memorial No.05111000340036;
23. Agreement for Sale and Purchase dated 12 October 2005;

24. Assignment Memorial No.05121400230044;
25. Assignment Memorial No.05121400230051;
26. Memorandum of Sale and Purchase dated 10/9/2012;
27. Assignment Memorial No.12091901160298;
28. Certified copy Order No.D107/K/99 Memorial No.UB7825190;
29. Certified copy Letter of Completion relating to Order No.DR02610/K/03/TCW/TE Memorial No.07041800480027;
30. Certified copy Order No.DR00140/K/10 Memorial No.10051300570140;
31. Certified copy Order No.D00296/K/10/TE Memorial No.10062101180296;
32. Certified copy Order No.DR00243/K/10 Memorial No.10062101180318;
33. Certified copy Notification Letter of Completion of Works relating to Order No.D00296/K/10/TE Memorial No.15092201630511;
34. Certified copy Notification Letter of Completion of Works relating to Order No.DR00243/K/10 Memorial No.15120100530064;
35. Agreement for Sale and Purchase Memorial No.18061200190149; and
36. Assignment Memorial No.18082700130175.

Property (15): 3<sup>rd</sup> Floor, No.474 Chatham Road North, Kowloon

1. Certified copy Assignment Memorial No.UB241227;
2. Certified copy Declaration of Trust Memorial No.UB241228;
3. Assignment Memorial No.UB257130;
4. Deed of Mutual Covenant and Grant Memorial No.UB257224;
5. Certified copy Government Lease of Kowloon Inland Lot No.1526;
6. Certified Order Memorial No.UB2862674;
7. Certified copy Letter of Compliance Memorial No.UB3166407;
8. Certified copy Order No.D107/K/99 Memorial No.UB7825190;
9. Certified copy Letter of Compliance Memorial No.UB8411123;
10. Certified copy Order Memorial No.UB9130137;
11. Certified copy Letter of Completion relating to Order No.DR02610/K/03/TCW/TE Memorial No.07041800480027;
12. Certified copy Order No.DR00140/K/10 Memorial No.10051300570140;
13. Certified copy Order No.D00296/K/10/TE Memorial No.10062101180296;
14. Certified copy Order No.DR00243/K/10 Memorial No.10062101180318;
15. Certified copy Notification Letter of Completion of Works relating to Order No.D00296/K/10/TE Memorial No.15092201630511;
16. Certified copy Notification Letter of Completion of Works relating to Order No.DR00243/K/10 Memorial No.15120100530064;
17. Certified copy Certificate of Registered Particulars of Madam Leung Chi-yeung (also known as Leung Chi-sheung) dated 7<sup>th</sup> August 1970;
18. Certified copy Government Notice Memorial No.UB1904415;
19. Agreement for Sale and Purchase Memorial No.18061200190158; and
20. Assignment Memorial No.18082700130187.



Property (16): 4<sup>th</sup> Floor, No.474 Chatham Road North, Kowloon

1. Certified copy Assignment Memorial No.UB241227;
2. Certified copy Declaration of Trust Memorial No.UB241228;
3. Certified copy Occupation Permit No.101K;
4. Assignment Memorial No.UB257170;
5. Deed of Mutual Covenant and Grant Memorial No.UB257224;
6. Assignment Memorial No.UB258649;
7. Statutory Declaration of Leung Siu otherwise spelt as Liang Shiu dated 23 June 1976;
8. Certified copy Probate Memorial No.UB3094623;
9. Certified copy Assent Memorial No.UB3094624;
10. Power of Attorney given by Au Suk Kiu and Leung King Keung to Anna Leung Yin Ha dated 25 May 1993;
11. Power of Attorney given by Au Suk Kiu and Leung King Keung to Anna Leung Yin Ha dated 10 March 1995;
12. Agreement for Sale and Purchase Memorial No.UB6247283;
13. Assignment Memorial No.UB6339477;
14. Certified copy Government Lease of Kowloon Inland Lot No.1526;
15. Certified copy Order No.D107/K/99 Memorial No.UB7825190;
16. Certified copy Letter of Compliance Memorial No.UB8411123;
17. Certified copy Order No.DR02610/K/03/TCW/TE Memorial No.UB9130137;
18. Certified copy Letter of Completion Memorial No.07041800480027;
19. Certified copy Order No.DR00140/K/10 Memorial No.10051300570140;
20. Certified copy Order No.DR00296/K/10/TE Memorial No.10062101180296;
21. Certified copy Order No.DR00243/K/10 Memorial No.10062101180318;
22. Certified copy Notification Letter of Completion of Works relating to Order No.D00296/K/10/TE Memorial No.15092201630511;
23. Certified copy Notification Letter of Completion of Works relating to Order No.DR00243/K/10 Memorial No.15120100530064;
24. Agreement for Sale and Purchase Memorial No.18061200190166; and
25. Assignment Memorial No.18082700130190.

Property (17): 5<sup>th</sup> Floor, No.474 Chatham Road North, Kowloon

1. Certified copy Government Lease of Kowloon Inland Lot No.1526;
2. Certified copy Building Order Memorial No.UB2862674;
3. Certified copy Government Notice No.2146 Memorial No.UB1904415;
4. Certified copy Letter of Compliance Memorial No.UB3166407;
5. Certified copy Assignment Memorial No.UB241227;
6. Certified copy Declaration of Trust Memorial No.UB241228;
7. Deed of Mutual Covenant and Grant Memorial No.UB257224;
8. Assignment Memorial No.UB257171;
9. Mortgage Memorial No.UB380807 with Reassignment Memorial No.UB496318 endorsed;
10. Mortgage Memorial No.UB363897 with Reassignment Memorial No.UB378259 endorsed;
11. Mortgage Memorial No.UB330632 with Reassignment Memorial No.UB357281 endorsed;
12. Agreement for Sale and Purchase Memorial No.UB4687150;

13. Receipt on Discharge of a Charge Memorial No.UB6945622 annexed to Mortgage Memorial No.UB4704123;
14. Assignment Memorial No.UB4704122;
15. Statutory Declaration of Ho Yan (formerly known as Ho Yiu Yan) dated 25 November 1985;
16. Certified copy Occupation Permit No.101K;
17. Certified copy Order No.D107/K/99 Memorial No.UB7825190;
18. Certified copy Letter of Compliance Memorial No.UB8411123;
19. Certified copy Order No.DR02610/K/03/TCW/TE Memorial No.UB9130137;
20. Certified copy Letter of Completion relating to Order No.DR02610/K/03/TCW/TE Memorial No.07041800480027;
21. Certified copy Order No.DR00140/K/10 Memorial No.10051300570140;
22. Certified copy Order No.D00296/K/10/TE Memorial No.10062101180296;
23. Certified copy Order No.DR00243/K/10 Memorial No.10062101180318;
24. Certified copy Notification Letter of Completion of Works relating to Order No.D00296/K/10/TE Memorial No.15092201630511;
25. Certified copy Notification Letter of Completion of Works relating to Order No.DR00243/K/10 Memorial No.15120100530064;
26. Agreement for Sale and Purchase Memorial No.18061200190175; and
27. Assignment Memorial No.18082700130207.

Property (18): Ground Floor, No.476 Chatham Road North, Kowloon

1. Certified copy Assignment Memorial No.UB241227;
2. Certified copy Occupation Permit No.K19 dated 4 April 1957;
3. Attested copy Declaration of Trust Memorial No.UB241228;
4. Power of Attorney given by Chu Cho Chi and Chu Cho Ming to Chu Ho Chun dated 7/7/1957;
5. Assignment Memorial No.UB265422;
6. Attested copy Deed of Mutual Covenant and Grant Memorial No.UB267295;
7. Deed of Gift Memorial No.UB1910891;
8. Certified copy Building Order Memorial No.UB5682492;
9. Certified copy Building Order Memorial No.UB5682493;
10. Certified copy Letter of Compliance Memorial No.UB6075785;
11. Certified copy Letter of Compliance Memorial No.UB6079721;
12. Assignment Memorial No.UB9186766;
13. Certified copy Building Notice Memorial No.08042401410245;
14. Certified copy Building Order Memorial No.08123101020214;
15. Certified copy Building Order Memorial No.10051300570103;
16. Copy extract Articles of Association of LBD Development Limited;
17. Agreement for Sale and Purchase Memorial No.10070602560026;
18. Assignment Memorial No.10090101970224;
19. Certified copy Government Lease of Kowloon Inland Lot No.1526;
20. Certified copy Order No.D01116/K/10/TE Memorial No.10091401150093;
21. Certified copy Order No.C/TE/000091/12/K Memorial No.12050801920138;
22. Certified copy Order No.C/TE/000647/14/K Memorial No.14050701780386;
23. Certified copy Notification Letter of Completion of Works relating to Order No.C/TE/000647/14/K Memorial No.15080601800129;



24. Certified copy Notification Letter of Completion of Works relating to Order No.D01116/K/10/TE Memorial No.15100900440165;
25. Certified copy Notification Letter of Completion of Works relating to Order No.DRZ/U26-23/0001/06 Memorial No.15111100880016;
26. Certified copy Board Minutes of directors of Rising Key Limited dated 31 July 2018;
27. Copy extract Articles of Association of Rising Key Limited;
28. Certified copy Confirmation Letter from The Bank of East Asia, Limited dated 9/8/2018;
29. Certified copy Power of Attorney dated 16/12/2016;
30. Assignment of Rental Memorial No.10090101970246;
31. Certificate of Registration of Charge under Section 83(2) dated 1/9/2010 annexed to Assignment of Rental dated 18/8/2010;
32. Legal Charge/Mortgage Memorial No.10090101970231;
33. Certificate of Registration of Charge under Section 83(2) dated 1/9/2010 annexed to Legal Charge/Mortgage dated 18/8/2010;
34. Agreement for Sale and Purchase Memorial No.18061200190182;
35. Release Memorial No.18082700130218; and
36. Assignment Memorial No.18082700130222.

Property (19): 2<sup>nd</sup> Floor, No.476 Chatham Road North, Kowloon

1. Certified copy Government Lease of Kowloon Inland Lot No.1526;
2. Certified copy Occupation Permit No.K19 dated 4 April 1957;
3. Certified copy Assignment Memorial No.UB241227;
4. Deed of Mutual Covenant and Grant Memorial No.UB267295;
5. Attested copy Declaration of Trust Memorial No.UB241228;
6. Attested copy Power of Attorney granted by Bangkok Bank Limited dated 30 April 1970;
7. Assignment Memorial No.UB265423;
8. Mortgage Memorial No.UB331438 with Reassignment Memorial No.UB747202 endorsed;
9. Assignment Memorial No.UB2948982;
10. Certified copy Order No.DR132/K/93/P2 Memorial No.UB5682492;
11. Certified copy Letter of Compliance Memorial No.UB6075785;
12. Certified copy Order No.D170/K/93/P2 Memorial No.UB5682493;
13. Certified copy Letter of Compliance Memorial No.UB6079721;
14. Certified copy Order No.DRZ/U26-23/0001/06 Memorial No.08123101020214;
15. Certified copy Order No.DR00145/K/10 Memorial No.10051300570103;
16. Certified copy Order No.D01116/K/10/TE Memorial No.10091401150093;
17. Certified copy Order No.C/TE/000091/12/K Memorial No.12050801920138;
18. Certified copy Order No.C/TE/000647/14/K Memorial No.14050701780386;
19. Certified copy Notification Letter of Completion of Works relating to Order No.C/TE/000647/14/K Memorial No.15080601800129;
20. Certified copy Notification Letter of Completion of Works relating to Order No.D01116/K/10/TE Memorial No.15100900440165;
21. Certified copy Notification Letter of Completion of Works relating to Order No.DRZ/U26-23/0001/06 Memorial No.15111100880016;
22. Copy Bankruptcy Search Report against Chow Kwong Ting conducted on 24/7/2018;
23. Certified copy Death Certificate of Chow Kwong Ting dated 8/3/1995;

24. Agreement for Sale and Purchase Memorial No.18061200190190; and
25. Assignment Memorial No.18082700130234.

Property (20): 3<sup>rd</sup> Floor, No.476 Chatham Road North, Kowloon

1. Certified copy Government Lease of Kowloon Inland Lot No.1526;
2. Certified copy Occupation Permit No.K19;
3. Certified copy Assignment Memorial No.UB265424;
4. Certified copy Deed of Mutual Covenant and Grant Memorial No.UB267295;
5. Certified copy Assignment Memorial No.UB3034663;
6. Certified copy Legal Charge Memorial No.UB3034664;
7. Certified copy Building Order Memorial No.UB5682492;
8. Certified copy Building Order Memorial No.UB5682493;
9. Certified copy Receipt on Discharge of a Charge Memorial No.UB6014035;
10. Certified copy Letter of Compliance Memorial No.UB6075785;
11. Certified copy Letter of Compliance Memorial No.UB6241650;
12. Certified copy Statutory Declaration Memorial No.UB6739740;
13. Certified copy Statutory Declaration Memorial No.UB6739741;
14. Certified copy Power of Attorney granted by Wong Cheuk Hung in favour of Leung Oi Wah dated 25/6/1996;
15. Certified copy Agreement for Sale and Purchase Memorial No.UB6739742;
16. Certified copy Assignment Memorial No.UB6739743;
17. Statutory Declaration of Liu Chi Heung dated 18/3/2008;
18. Certified copy Building Order Memorial No.08123101020214;
19. Agreement for Sale and Purchase Memorial No.08021302860294;
20. Assignment Memorial No.08041401501095;
21. Receipt on Discharge of a Charge Memorial No.09102101291071 annexed to First Legal Charge Memorial No.08041401501107;
22. Certified copy Building Order Memorial No.10051300570103;
23. Certified copy Building Order Memorial No.10091401150093;
24. Certified copy Building Order Memorial No.12050801920138;
25. Certified copy Order No.C/TE/000647/14/K Memorial No.14050701780386;
26. Certified copy Notification Letter of Completion of Works relating to Order No.C/TE/000647/14/K Memorial No.15080601800129;
27. Certified copy Notification Letter of Completion of Works relating to Order No.D01116/K/10/TE Memorial No.15100900440165;
28. Certified copy Notification Letter of Completion of Works relating to Order No.DRZ/U26-23/0001/06 Memorial No.15111100880016;
29. Legal Charge Memorial No.13072501800072;
30. Rental Assignment Memorial No.13072501800081;
31. Certified copy Certificate of Incorporation on change of name from Continental Treasure Limited to Wing Hang Credit Limited dated 18/1/1996;
32. Certified copy Certificate of change of name from Wing Hang Credit Limited to OCBC Wing Hang Credit Limited dated 29/9/2014;
33. Certified copy Minutes of the Board of Directors of OCBC Wing Hang Credit Limited dated 12/7/2018;



34. Copy Memorandum and Articles of Association of Continental Treasure Limited;
35. Agreement for Sale and Purchase Memorial No.18061200190207;
36. Release Memorial No.18082700130243; and
37. Assignment Memorial No.18082700130259.

Property (21): 4<sup>th</sup> Floor, No.476 Chatham Road North, Kowloon

1. Copy Government Lease of Kowloon Inland Lot No.1526;
2. Certified copy Assignment Memorial No.UB241227;
3. Attested copy Declaration of Trust Memorial No.UB241228;
4. Counterpart Deed of Mutual Covenant and Grant Memorial No.UB267295;
5. Assignment Memorial No.UB265425;
6. Assignment Memorial No.UB914696;
7. Mortgage Memorial No.UB914697;
8. Reassignment Memorial No.UB1014037;
9. Assignment Memorial No.UB1014038;
10. Agreement for Sale and Purchase dated 7<sup>th</sup> June 1986;
11. Assignment Memorial No.UB3095373;
12. Legal Charge Memorial No.UB3095374;
13. Certified copy Power of Attorney dated 26<sup>th</sup> October 1993;
14. Release Memorial No.UB5890651;
15. Certified copy Letters of Administration dated 17<sup>th</sup> July 2017;
16. Certified copy Government Lease of Kowloon Inland Lot No.1526;
17. Certified copy Letters of Administration Memorial No.17120100830010;
18. Certified copy Order No.DR132/K/93/P2 Memorial No.UB5682492;
19. Certified copy Letter of Compliance Memorial No.UB6075785;
20. Certified copy Order No.D170/K/93/132 Memorial No.UB5682493;
21. Certified copy Letter of Compliance Memorial No.UB6241650;
22. Certified copy Order No.DRZ/U26-23/0001/06 Memorial No.08123101020214;
23. Certified copy Order No.DR00145/K/10 Memorial No.10051300570103;
24. Certified copy Order No.D01116/K/10/TE Memorial No.10091401150093;
25. Certified copy Order No.C/TE/000091/12/K Memorial No.12050801920138;
26. Certified copy Order No.C/TE/000647/14/K Memorial No.14050701780386;
27. Certified copy Notification Letter of Completion of Works relating to Order No.C/TE/000647/14/K Memorial No.15080601800129;
28. Certified copy Notification Letter of Completion of Works relating to Order No.D01116/K/10/TE Memorial No.15100900440165;
29. Certified copy Notification Letter of Completion of Works relating to Order No.DRZ/U26-23/0001/06 Memorial No.15111100880016;
30. Certified copy Certificate under S.33(1) of the Buildings Ordinance Memorial No.17020900940158;
31. Certified copy Certificate under S.33(1) of the Buildings Ordinance Memorial No.17041801040215;
32. Certified copy Certificate under S.33(1) of the Buildings Ordinance Memorial No.17100300650294;
33. Statutory Declaration of Chu Man Chun Charles dated 15/8/2018;

34. Agreement for Sale and Purchase Memorial No.18061200190216; and
35. Assignment Memorial No.18082700130269.

Property (22): 5<sup>th</sup> Floor, No.476 Chatham Road North, Kowloon

1. Certified copy Assignment Memorial No.UB241227;
2. Attested copy Declaration of Trust Memorial No.UB241228;
3. Assignment Memorial No.UB265426;
4. Deed of Mutual Covenant and Grant Memorial No.UB267295;
5. Assignment Memorial No.UB706066;
6. Certified copy Letters of Administration Memorial No.18050901980061;
7. Certified copy Government Lease of Kowloon Inland Lot No.1526;
8. Certified copy Order No.DR132/K/93/P2 Memorial No.UB5682492;
9. Certified copy Letter of Compliance Memorial No.UB6075785;
10. Certified copy Order No.D170/K/93/P2 Memorial No.UB5682493;
11. Certified copy Letter of Compliance Memorial No.UB6079721;
12. Certified copy Order No.DRZ/U26-23/0001/06 Memorial No.08123101020214;
13. Certified copy Order No.DR00145/K/10 Memorial No.10051300570103;
14. Certified copy Order No.D01116/K/10/TE Memorial No.10091401150093;
15. Certified copy Order No.C/TE/000091/12/K Memorial No.12050801920138;
16. Certified copy Order No.C/TE/000647/14/K Memorial No.14050701780386;
17. Certified copy Notification Letter of Completion of Works relating to Order No.C/TE/000647/14/K Memorial No.15080601800129;
18. Certified copy Notification Letter of Completion of Works relating to Order No.D01116/K/10/TE Memorial No.15100900440165;
19. Certified copy Order No.UBZ/U26-23/0011/06 Memorial No.15110400610149;
20. Certified copy Notification Letter of Completion of Works relating to Order No.DRZ/U26-23/0001/06 Memorial No.15111100880016;
21. Certified copy Certificate under S.33(1) of the Buildings Ordinance Memorial No.17041801040215;
22. Certified copy Certificate under S.33(1) of the Buildings Ordinance Memorial No.17100300650294;
23. Agreement for Sale and Purchase Memorial No.18061200190223;
24. Assignment Memorial No.18082700130277;
25. Certified copy Memorial of Satisfaction under s.33(10) of the Buildings Ordinance Memorial No.18102900910217; and
26. Certified copy Memorial of Satisfaction under s.33(10) of the Buildings Ordinance Memorial No.18102900910222.

Property (23): 6<sup>th</sup> Floor, No.476 Chatham Road North, Kowloon

1. Certified copy Assignment Memorial No.UB241227;
2. Attested copy Declaration of Trust Memorial No.UB241228;
3. Certified copy Occupation Permit No.K19;
4. Assignment Memorial No.UB265427;
5. Deed of Mutual Covenant and Grant Memorial No.UB267295;



6. Certified copy Mortgage Memorial No.UB301680;
7. Certified copy Further Charge Memorial No.UB348868;
8. Certified copy Reassignment Memorial No.UB619102;
9. Certified copy Mortgage Memorial No.UB625521;
10. Certified copy Further Charge Memorial No.UB766774;
11. Certified copy Reassignment Memorial No.UB799720;
12. Attested copy Mortgage Memorial No.UB953068;
13. Attested copy Letters of Administration Memorial No.UB2542488;
14. Attested copy Reassignment Memorial No.UB2542489;
15. Form TR 7 (Notice of Increase in Rent by Agreement) signed by Chan Shui Heung dated 9/7/1984 and agreed by 林根;
16. Agreement for Sale and Purchase dated 1/9/1984;
17. Agreement for Sale and Purchase dated 12/9/1984;
18. Assignment Memorial No.UB2653540;
19. Mortgage Memorial No.UB2653541;
20. Receipt on Discharge of a Charge Memorial No.UB3637713 endorsed on Further Charge Memorial No.UB2805826;
21. Assignment Memorial No.UB3637714;
22. Receipt Memorial No.UB5852662 annexed to Legal Charge Memorial No.UB3637715;
23. Certified copy Government Lease of Kowloon Inland Lot No.1526;
24. Certified copy Order No.DR132/K/93/P2 Memorial No.UB5682492;
25. Certified copy Letter of Compliance Memorial No.UB6075785;
26. Certified copy Order No.D170/K/93/P2 Memorial No.UB5682493;
27. Certified copy Letter of Compliance Memorial No.UB6241649;
28. Certified copy Order No.DRZ/U26-23/0001/06 Memorial No.08123101020214;
29. Certified copy Order No.DR00145/K/10 Memorial No.10051300570103;
30. Certified copy Order No.D01116/K/10/TE Memorial No.10091401150093;
31. Certified copy Order No.C/TE/000091/12/K Memorial No.12050801920138;
32. Certified copy Order No.C/TE/000647/14/K Memorial No.14050701780386;
33. Certified copy Notification Letter of Completion of Works relating to Order No.C/TE/000647/14/K Memorial No.15080601800129;
34. Certified copy Notification Letter of Completion of Works relating to Order No.D01116/K/10/TE Memorial No.15100900440165;
35. Certified copy Notification Letter of Completion of Works relating to Order No.DRZ/U26-23/0001/06 Memorial No.15111100880016;
36. Agreement for Sale and Purchase Memorial No.18061200190238; and
37. Assignment Memorial No.18082700130284.

Property (24): Ground Floor, No.478 Chatham Road North, Kowloon

1. Deed of Mutual Covenant and Grant Memorial No.UB266148;
2. Certified copy Assignment Memorial No.UB241227;
3. Attested copy Declaration of Trust Memorial No.UB241228;
4. Assignment Memorial No.UB265771;
5. Assignment Memorial No.UB958469;
6. Certified copy Letters of Administration Memorial No.09113000320169;

7. Certified copy Deed of Family Arrangement Memorial No.10121300040016;
8. Assent Memorial No.10121300040028;
9. Certified copy Government Lease of Kowloon Inland Lot No.1526;
10. Certified copy Letters of Administration Memorial No.UB666962;
11. Certified copy Letters of Administration Memorial No.UB4239669;
12. Certified copy Letters of Administration Memorial No.14030301020014;
13. Certified copy Order No.DR133/K/93/P2 Memorial No.UB5686574;
14. Certified copy Letter of Compliance Memorial No.UB6007062;
15. Certified copy Order No.D171/K/93/P2 Memorial No.UB5686575;
16. Certified copy Letter of Compliance Memorial No.UB6009120;
17. Certified copy Order No.DR02512/K/03/TCW/TE Memorial No.UB9120511;
18. Certified copy Superseding Order No.DR02879/K/03/TCW/TE Memorial No.UB9130138;
19. Certified copy Letter of Compliance Memorial No.UB9233444;
20. Certified copy Notice No.WNZ/U2623/0002/06 Memorial No.08042401410234;
21. Certified copy Order No.DRZ/U2623/0001/06 Memorial No.08123101020214;
22. Certified copy Order No.DR00146/K/10 Memorial No.10051300570112;
23. Certified copy Order No.D01117/K/10/TE Memorial No.10091401150083;
24. Certified copy Order Memorial No.C/TE/000092/12/K Memorial No.12050801920126;
25. Certified copy Notification Letter of Completion of Works relating to Order No.DRZ/U26-23/0001/06 Memorial No.15111100880016;
26. Certified copy Notification Letter of Completion of Works relating to Order No.C/TE/000092/12/K Memorial No.16012200940527;
27. Certified copy Notification Letter of Completion of Works relating to Order No.D01117/K/10/TE Memorial No.16020400490811;
28. Certified copy Probate Memorial No.16100400140017 and re-registered by Memorial No.18042700090011;
29. Agreement for Sale and Purchase Memorial No.18061200190249; and
30. Assignment Memorial No.18082700130293.

Property (25): Front Portion of 1<sup>st</sup> Floor, No.478 Chatham Road North, Kowloon

1. Deed of Mutual Covenant and Grant Memorial No.UB266148;
2. Certified copy Assignment Memorial No.UB241227;
3. Attested copy Declaration of Trust Memorial No.UB241228;
4. Assignment Memorial No.UB265772;
5. Mortgage Memorial No.UB295808 with Reassignment Memorial No.UB318377 endorsed;
6. Mortgage Memorial No.UB318378 with Reassignment Memorial No.UB369065 endorsed;
7. Power of Attorney given by Ip (or Yip) Hau Fook (or Fuk) in favour of Chu Yan Kit dated 12/5/1962;
8. Assignment Memorial No.UB389297;
9. Mortgage Memorial No.UB555496 with Reassignment Memorial No.UB680909 endorsed;
10. Mortgage Memorial No.UB680910 with Reassignment Memorial No.UB860203 endorsed;
11. Agreement for Sale and Purchase dated 21/9/1971;
12. Assignment Memorial No.UB860204;
13. Agreement for Sale and Purchase Memorial No.UB6810668;



14. Receipt on Discharge of Charges Memorial No.UB6876669 endorsed on Mortgage Memorial No.UB860205 and Further Charge Memorial Nos.UB1619044 and UB2036229;
15. Assignment Memorial No.UB6876670;
16. Mortgage Memorial No.UB6876671;
17. Release Memorial No.UB7361457;
18. Certified copy Building Order Memorial No.UB9120511;
19. Certified copy Superseding Order Memorial No.UB9130138;
20. Certified copy Certificate under Section 33(1) of the Buildings Ordinance Memorial No.UB9207358;
21. Certified copy Letter of Compliance Memorial No.UB9233444;
22. Agreement for Sale and Purchase Memorial No.05061002460185;
23. Assignment Memorial No.05071601210310;
24. Receipt on Discharge of a Charge Memorial No.13060501930292 annexed to Legal Charge/Mortgage Memorial No.05071601210329;
25. Certified copy Government Lease of Kowloon Inland Lot No.1526;
26. Certified copy Memorial of Satisfaction under S.33(10) of the Buildings Ordinance Memorial No.05060902220059;
27. Certified copy Order No.DRZ/U26-23/0001/06 Memorial No.08123101020214;
28. Certified copy Order No.DR00146/K/10 Memorial No.10051300570112;
29. Certified copy Order No.D01117/K/10/TE Memorial No.10091401150083;
30. Certified copy Order No.C/TE/000092/12/K Memorial No.12050801920126;
31. Certified copy Notification Letter of Completion of Works relating to Order No.DRZ/U26-23/0001/06 Memorial No.15111100880016;
31. Certified copy Notification Letter of Completion of Works relating to Order No.C/TE/000092/12/K Memorial No.16012200940527;
32. Certified copy Notification Letter of Completion of Works relating to Order No.D01117/K/10/TE Memorial No.16020400490811;
33. Agreement for Sale and Purchase Memorial No.18061200190256; and
34. Assignment Memorial No.18082700130305.

Property (26): Rear Portion of 1<sup>st</sup> Floor, No.478 Chatham Road North, Kowloon

1. Certified copy Government Lease of Kowloon Inland Lot No.1526;
2. Certified copy Assignment Memorial No.UB241227;
3. Attested copy Declaration of Trust Memorial No.UB241228;
4. Assignment Memorial No.UB265773;
5. Counterpart Deed of Mutual Covenant and Grant Memorial No.UB266148;
6. Assignment Memorial No.UB723789;
7. Mortgage Memorial No.UB723802 with Reassignment Memorial No.UB759781 annexed;
8. Assignment Memorial No.UB950704;
9. Agreement for Sale and Purchase Memorial No.UB3196244;
10. Assignment Memorial No.UB3216950;
11. Certified copy Occupation Permit No.K19;
12. Agreement for Sale and Purchase Memorial No.UB4637220;
13. Receipt on Discharge of a Charge Memorial No.UB4725523 endorsed on Mortgage Memorial No.UB3216951;
14. Assignment Memorial No.UB4725524;

15. Certified copy Order No.DR133/K/93/P2 Memorial No.UB5686574;
16. Certified copy Letter of Compliance Memorial No.UB6007062;
17. Certified copy Order No.D171/K/93/P2 Memorial No.UB5686575;
18. Certified copy Letter of Compliance Memorial No.UB6009120;
19. Certified copy Order No.DR02512/K/03/TCW/TE Memorial No.UB9120511;
20. Certified copy Superseding Order No.DR02879/K/03/TCW/TE Memorial No.UB9130138;
21. Certified copy Letter of Compliance Memorial No.UB9233444;
22. Certified copy Order No.DRZ/U26-23/0001/06 Memorial No.08123101020214;
23. Certified copy Order No.DR00146/K/10 Memorial No.10051300570112;
24. Certified copy Order No.D01117/K/10/TE Memorial No.10091401150083;
25. Certified copy Order No.C/TE/000092/12/K Memorial No.12050801920126;
26. Certified copy Order No.UBZ/U26-23/0004/06 Memorial No.14053001260212;
27. Certified copy Letter of Withdrawal (Order No."UBZ/U26-2310004/06") Memorial No.17101601840106;
28. Certified copy Notification Letter of Completion of Works relating to Order No.DRZ/U26-23/0001/06 Memorial No.15111100880016;
29. Certified copy Notification Letter of Completion of Works relating to Order No.C/TE/000092/12/K Memorial No.16012200940527;
30. Certified copy Notification Letter of Completion of Works relating to Order No.D01117/K/10/TE Memorial No.16020400490811;
31. Agreement for Sale and Purchase Memorial No.18061200190266; and
32. Assignment Memorial No.18082700130318.

Property (27): Flat A of Front Portion on 2<sup>nd</sup> Floor, No.478 Chatham Road North, Kowloon

1. Certified copy Government Lease of Kowloon Inland Lot No.1526;
2. Certified copy Occupation Permit No.K19;
3. Certified copy Deed of Mutual Covenant and Grant Memorial No.UB266148;
4. Certified copy Sub-Deed of Mutual Covenant and Grant Memorial No.UB3571152;
5. Certified copy Assignment Memorial No.UB3571153;
6. Certified copy Legal Charge Memorial No.UB3571154;
7. Certified copy Building Order Memorial No.UB5686574;
8. Certified copy Building Order Memorial No.UB5686575;
9. Certified copy Receipt on Discharge of a Charge Memorial No.UB5844670;
10. Certified copy Death Certificate of Fok Yin Fong Memorial No.UB5888435;
11. Certified copy Certificate of Exemption from Estate Duty Memorial No.UB5888436;
12. Certified copy Letter of Compliance Memorial No.UB6007062;
13. Certified copy Letter of Compliance Memorial No.UB6009120;
14. Certified copy Building Order Memorial No.UB9120511;
15. Certified copy Superseding Order Memorial No.UB9130138;
16. Certified copy Letter of Compliance Memorial No.UB9233444;
17. Certified copy Letters of Administration Memorial No.08103100080019;
18. Assent Memorial No.09020300100016;
19. Provisional Agreement for Sale and Purchase Memorial No.09040901630016;
20. Statutory Declaration of Chan Yuen Ting dated 3/7/2009 (original taken by Messrs. Hau, Lau, Li & Yeung on 13/9/2018);



21. Assignment Memorial No.09073103020354;
22. Certified copy Order No.DR00146/K/10 Memorial No.10051300570112;
23. Certified copy Order No.D01117/K/10/TE Memorial No.10091401150083;
24. Certified copy Order No.DRZ/U26-23/0001/06 Memorial No.12030702000010;
25. Certified copy Order No.C/TE/000092/12/K Memorial No.12050801920126;
26. Certified copy Notification Letter of Completion of Works relating to Order No.DRZ/U26-23/0001/06 Memorial No.15111100880016;
27. Certified copy Notification Letter of Completion of Works relating to Order No.C/TE/000092/12/K Memorial No.16012200940527;
28. Certified copy Notification Letter of Completion of Works relating to Order No.D01117/K/10/TE Memorial No.16020400490811;
29. Certified copy Assignment Memorial No.UB265774;
30. Certified copy Written resolution of the Sole Director of Fu Fai Engineering (H.K.) Limited dated 31/7/2018;
31. Copy extract Articles of Association of Fu Fai Engineering (H.K.) Limited;
32. Agreement for Sale and Purchase Memorial No.18061200190276; and
33. Assignment Memorial No.18082700130325.

Property (28): Flat B of Front Portion on 2<sup>nd</sup> Floor, No.478 Chatham Road North, Kowloon

1. Certified copy Assignment Memorial No.UB241227;
2. Certified copy Declaration of Trust Memorial No.UB241228;
3. Certified copy Assignment Memorial No.UB265774;
4. Certified copy Deed of Mutual Covenant and Grant Memorial No.UB266148;
5. Certified copy Declaration of Lai Tak Memorial No.UB2334863;
6. Certified copy Assignment Memorial No.UB2334864 and re-registered by Memorial No.UB3530810;
7. Certified copy Death Certificate of Lai Tak Memorial No.UB2533293;
8. Certified copy Certificate of Exemption from Estate Duty Memorial No.UB2533294;
9. Certified copy Agreement for Sale and Purchase dated 5 August 1987;
10. Certified copy Assignment Memorial No.UB3530811;
11. Assignment Memorial No.UB3571151;
12. Sub-Deed of Mutual Covenant and Grant Memorial No.UB3571152;
13. Certified copy Government Lease of Kowloon Inland Lot No.1526;
14. Certified copy Order No.DR133/K/93/P2 Memorial No.UB5686574;
15. Certified copy Letter of Compliance Memorial No.UB6007062;
16. Certified copy Order No.D171/K/93/P2 Memorial No.UB5686575;
17. Certified copy Letter of Compliance Memorial No.UB6009120;
18. Certified copy Order No.DR02512/K/03/TCW/TE Memorial No.UB9120511;
19. Certified copy Superseding Order No.DR02879/K/03/TCW/TE Memorial No.UB9130138;
20. Certified copy Letter of Compliance Memorial No.UB9233444;
21. Certified copy Order No.DRZ/U26-23/0001/06 Memorial No.08123101020214;
22. Certified copy Order No.DR00146/K/10 Memorial No.10051300570112;
23. Certified copy Order No.D01117/K/10/TE Memorial No.10091401150083;
24. Certified copy Order No.C/TE/000092/12/K Memorial No.12050801920126;
25. Certified copy Notification Letter of Completion of Works relating to Order No.DRZ/U26-23/0001/06 Memorial No.15111100880016;

26. Certified copy Notification Letter of Completion of Works relating to Order No.C/TE/000092/12/K Memorial No.16012200940527;
27. Certified copy Notification Letter of Completion of Works relating to Order No.D01117/K/10/TE Memorial No.16020400490811;
28. Agreement for Sale and Purchase Memorial No.18061200190284; and
29. Assignment Memorial No.18082700130332.

Property (29): Rear Portion of 2<sup>nd</sup> Floor, No.478 Chatham Road North, Kowloon

1. Certified copy Government Lease of Kowloon Inland Lot No.1526;
2. Certified copy Occupation Permit No.K19;
3. Certified copy Assignment Memorial No.UB241227;
4. Attested copy Declaration of Trust Memorial No.UB241228;
5. Assignment Memorial No.UB265775;
6. Deed of Mutual Covenant and Grant Memorial No.UB266148;
7. Certified copy Building Order Memorial No.UB5686574;
8. Certified copy Building Order Memorial No.UB5686575;
9. Certified copy Letter of Compliance Memorial No.UB6007062;
10. Certified copy Letter of Compliance Memorial No.UB6009120;
11. Certified copy Building Order Memorial No.UB9120511;
12. Certified copy Superseding Order Memorial No.UB9130138;
13. Certified copy Letter of Compliance Memorial No.UB9233444;
14. Provisional Agreement for Sale and Purchase Memorial No.UB9276399;
15. Statutory Declaration of Chunn Shou Jun Memorial No.UB9258092;
16. Agreement for Sale and Purchase dated 20/7/2004;
17. Assignment Memorial No.UB9296768;
18. Receipt on Discharge of a Charge Memorial No.07081602640011 annexed to Mortgage Memorial No.UB9296769;
19. Certified copy Certificate under Section 23(1) of the Buildings Ordinance Memorial No.UB538697;
20. Certified copy Certificate of Satisfaction Memorial No.UB751862;
21. Certified copy Order No.DRZ/U26-23/0001/06 Memorial No.08123101020214;
22. Certified copy Order No.DR00146/K/10 Memorial No.10051300570112;
23. Certified copy Order No.D01117/K/10/TE Memorial No.10091401150083;
24. Certified copy Order No.C/TE/000092/12/K Memorial No.12050801920126;
25. Certified copy Notification Letter of Completion of Works relating to Order No.DRZ/U26-23/0001/06 Memorial No.15111100880016;
26. Certified copy Notification Letter of Completion of Works relating to Order No.C/TE/000092/12/K Memorial No.16012200940527;
27. Certified copy Notification Letter of Completion of Works relating to Order No.D01117/K/10/TE Memorial No.16020400490811;
28. Agreement for Sale and Purchase Memorial No.18061200190295; and
29. Assignment Memorial No.18082700130345.



Property (30): Rear Portion of 3<sup>rd</sup> Floor, No.478 Chatham Road North, Kowloon

1. Certified copy Government Lease of Kowloon Inland Lot No.1526;
2. Certified copy Assignment Memorial No.UB241227;
3. Attested copy Declaration of Trust Memorial No.UB241228;
4. Deed of Mutual Covenant and Grant Memorial No.UB266148;
5. Assignment Memorial No.UB265777;
6. Mortgage Memorial No.UB288223 with Reassignment Memorial No.UB331791 endorsed;
7. Assignment Memorial No.UB331792;
8. Assignment Memorial No.UB352685;
9. Assignment Memorial No.UB378610;
10. Mortgage Memorial No.UB378611 with Reassignment Memorial No.UB688404 annexed;
11. Attested copy Power of Attorney granted by The Chartered Bank of India, Australia and China dated 10/8/1949;
12. Letters of Administration Memorial No.UB682751;
13. Deed of Family Arrangement dated 19/10/1971;
14. Assignment Memorial No.UB915040;
15. Agreement for Sale and Purchase Memorial No.UB1315477;
16. Assignment Memorial No.UB1338437;
17. Assignment Memorial No.UB1367065;
18. Mortgage Memorial No.UB1367066;
19. Agreement for Sale and Purchase Memorial No.UB1371684;
20. Reassignment Memorial No.UB1420829;
21. Assignment Memorial No.UB1420830;
22. Mortgage Memorial No.UB1420831;
23. Certified copy Death Certificate of Yeung Kai Ning Memorial No.UB2281394;
24. Certificate of Exemption from Estate Duty Memorial No.UB2281395;
25. Letters of Administration dated 4/10/1982;
26. Reassignment Memorial No.UB2336245;
27. Agreement for Sale and Purchase Memorial No.UB2692360;
28. Assignment Memorial No.UB2935561;
29. Certified copy Letter of Compliance Memorial No.UB6007062;
30. Certified copy Letter of Compliance Memorial No.UB6009120;
31. Certified copy Letter of Compliance Memorial No.UB9233444;
32. Assignment Memorial No.05081800230087;
33. Agreement for Sale and Purchase Memorial No.05070801630145;
34. Agreement for Sale and Purchase dated 23/7/2005;
35. Assignment Memorial No.05082901610536;
36. Statutory Declaration of Wang Liping dated 2/9/2010;
37. Memorandum of Sale and Purchase Memorial No.10091401270086;
38. Assignment Memorial No.10091401270091;
39. Assignment Memorial No.14071101310019;
40. Certified copy Order No.DR133/K/93/P2 Memorial No.UB5686574;
41. Certified copy Order No.D171/K/93/P2 Memorial No.UB5686575;
42. Certified copy Order No.DR02512/K/03/TCW/TE Memorial No.UB9120511;
43. Certified copy Superseding Order No.DR02879/K/03/TCW/TE Memorial No.UB9130138;
44. Certified copy Order No.DRZ/U26-23/0001/06 Memorial No.08123101020214;
45. Certified copy Order No.DR00146/K/10 Memorial No.10051300570112;

46. Certified copy Order No.D01117/K/10/TE Memorial No.10091401150083;
47. Certified copy Order No.C/TE/000092/12/K Memorial No.12050801920126;
48. Certified copy Notification Letter of Completion of Works relating to Order No.DRZ/U26-23/0001/06 Memorial No.15111100880016;
49. Certified copy Notification Letter of Completion of Works relating to Order No.C/TE/000092/12/K Memorial No.16012200940527;
50. Certified copy Notification Letter of Completion of Works relating to Order No.D01117/K/10/TE Memorial No.16020400490811;
51. Certified copy Certificate under Section 33(1) of the Buildings Ordinance Memorial No.18020502440216;
52. Certified copy Memorandum for Sale and Purchase dated 18/6/2014;
53. Agreement for Sale and Purchase Memorial No.18061200190305;
54. Assignment Memorial No.18082700130357; and
55. Certified copy Memorial of Satisfaction under s.33(10) of the Buildings Ordinance Memorial No.18111400750049.

Property (31): Front Portion of 4<sup>th</sup> Floor, No.478 Chatham Road North, Kowloon

1. Certified copy Government Lease of Kowloon Inland Lot No.1526;
2. Certified copy Occupation Permit No.K19;
3. Deed of Mutual Covenant and Grant Memorial No.UB266148;
4. Mortgage Memorial No.UB1373106;
5. Reassignment Memorial No.UB1679435;
6. Agreement for Sale and Purchase Memorial No.UB8914784;
7. Assignment Memorial No.UB8915195;
8. Assignment Memorial No.UB265778;
9. Certified copy Assignment Memorial No.UB241227;
10. Attested copy Declaration of Trust Memorial No.UB241228;
11. Assignment Memorial No.UB709510;
12. Mortgage Memorial No.UB1082849;
13. Reassignment Memorial No.UB1308010;
14. Assignment Memorial No.UB1308011;
15. Copy Notice of Withdrawal Memorial No.UB1161884;
16. Agreement for Sale and Purchase dated 16/12/1976;
17. Assignment Memorial No.UB1373105;
18. Certified copy Order No.DR133/K/93/P2 Memorial No.UB5686574;
19. Certified copy Letter of Compliance Memorial No.UB6007062;
20. Certified copy Order No.D171/K/93/P2 Memorial No.UB5686575;
21. Certified copy Letter of Compliance Memorial No.UB6009120;
22. Certified copy Certificate under Section 33(1) of the Buildings Ordinance Memorial No.UB6118853;
23. Certified copy Memorial of Satisfaction under Sec.33(10) of the Buildings Ordinance Memorial No.UB6277796;
24. Certified copy Order No.DR02512/K/03/TCW/TE Memorial No.UB9120511;
25. Certified copy Superseding Order No.DR02879/K/03/TCW/TE Memorial No.UB9130138;
26. Certified copy Letter of Compliance Memorial No.UB9233444;



27. Certified copy Certificate under Section 33(1) of the Buildings Ordinance Memorial No.UB9207358;
28. Certified copy Memorial of Satisfaction Memorial No.UB9367887;
29. Certified copy Order No.DRZ/U26-23/0001/06 Memorial No.08123101020214;
30. Certified copy Order No.DR00146/K/10 Memorial No.10051300570112;
31. Certified copy Order No.D01117/K/10/TE Memorial No.10091401150083;
32. Certified copy Order No.C/TE/000092/12/K Memorial No.12050801920126;
33. Certified copy Notification Letter of Completion of works relating to Order No.DRZ/U26-23/0001/06 Memorial No.15111100880016;
34. Certified copy Notification Letter of Completion of works relating to Order No.C/TE/000092/12/K Memorial No.16012200940527;
35. Certified copy Notification Letter of Completion of works relating to Order No.D01117/K/10/TE Memorial No.16020400490811;
36. Certified copy Certificate under S.33(1) of the Buildings Ordinance Memorial No.17041801040223;
37. Agreement for Sale and Purchase Memorial No.18061200190312; and
38. Assignment Memorial No.18082700130366.

Property (32): Rear Portion of 4<sup>th</sup> Floor, No.478 Chatham Road North, Kowloon

1. Certified copy Government Lease of Kowloon Inland Lot No.1526;
2. Certified copy Occupation Permit No.K19;
3. Certified copy Assignment Memorial No.UB265779;
4. Certified copy Deed of Mutual Covenant and Grant Memorial No.UB266148;
5. Assignment Memorial No.UB721543;
6. Certified copy Cancellation of Certificate Memorial No.UB751858;
7. Certified copy Building Order Memorial No.UB5686574;
8. Certified copy Building Order Memorial No.UB5686575;
9. Certified copy Letter of Compliance Memorial No.UB6007062;
10. Certified copy Letter of Compliance Memorial No.UB6150559;
11. Agreement for Sale and Purchase Memorial No.UB8182676;
12. Power of Attorney given by Yim Luk Yan to Yeung Fan dated 16/9/2000;
13. Assignment Memorial No.UB8206472;
14. Certified copy Order No.DR02512/K/03/TCW/TE Memorial No.UB9120511;
15. Certified copy Superseding Order No.DR02879/K/03/TCW/TE Memorial No.UB9130138;
16. Certified copy Letter of Compliance Memorial No.UB9233444;
17. Certified copy Order No.DRZ/U26-23/0001/06 Memorial No.08123101020214;
18. Certified copy Order No.DR00146/K/10 Memorial No.10051300570112;
19. Certified copy Order No.D01117/K/10/TE Memorial No.10091401150083;
20. Certified copy Order No.C/TE/000092/12/K Memorial No.12050801920126;
21. Certified copy Notification Letter of Completion of Works relating to Order No.DRZ/U26-23/0001/06 Memorial No.15111100880016;
22. Certified copy Notification Letter of Completion of Works relating to Order No.C/TE/000092/12/K Memorial No.16012200940527;
23. Certified copy Notification Letter of Completion of Works relating to Order No.D01117/K/10/TE Memorial No.16020400490811;

24. Agreement for Sale and Purchase Memorial No.18061200190325; and
25. Assignment Memorial No.18082700130371.

Property (33): Front Portion of 5<sup>th</sup> Floor, No.478 Chatham Road North, Kowloon

1. Certified copy Government Lease of Kowloon Inland Lot No.1526;
2. Certified copy Occupation Permit No.K19;
3. Deed of Mutual Covenant and Grant Memorial No.UB266148;
4. Mortgage Memorial No.UB1425810;
5. Reassignment Memorial No.UB1809573;
6. Assignment Memorial No.UB1809574;
7. Assignment (by way of gift) Memorial No.UB9279028;
8. Assignment Memorial No.UB265780;
9. Certified copy Assignment Memorial No.UB241227;
10. Attested copy Declaration of Trust Memorial No.UB241228;
11. Assignment Memorial No.UB301743;
12. Assignment Memorial No.UB458886;
13. Mortgage Memorial No.UB473888 with Reassignment Memorial No.UB519555 endorsed;
14. Mortgage Memorial No.UB986398;
15. Reassignment Memorial No.UB1267261;
16. Agreement for Sale and Purchase Memorial No.UB1304870;
17. Assignment Memorial No.UB1321345;
18. Mortgage Memorial No.UB1324797;
19. Assignment Memorial No.UB1408296;
20. Reassignment Memorial No.UB1408295;
21. Fire Policy between The Public Insurance Co., Ltd. and Miss Lau Yuet Kwai, held to the Order of the Hongkong & Shanghai Banking Corporation (Mongkok Branch) dated 2/8/1978;
22. Fire Policy between Ka Wah Insurance Limited and Madam Lau Yuet Kwai dated 20/8/1979;
23. Confirmation of Lau Yuet Mui dated 29<sup>th</sup> June 2018;
24. Certified copy Order No.DR133/K/93/P2 Memorial No.UB5686574;
25. Certified copy Letter of Compliance Memorial No.UB6007062;
26. Certified copy Order No.D171/K/93/P2 Memorial No.UB5686575;
27. Certified copy Letter of Compliance Memorial No.UB6009120;
28. Certified copy Order No.DR02512/K/03/TCW/TE Memorial No.UB9120511;
29. Certified copy Superseding Order No.DR02879/K/03/TCW/TE Memorial No.UB9130138;
30. Certified copy Letter of Compliance Memorial No.UB9233444;
31. Certified copy Order No.DRZ/U26-23/0001/06 Memorial No.08123101020214;
32. Certified copy Order No.DR00146/K/10 Memorial No.10051300570112;
33. Certified copy Order No.D01117/K/10/TE Memorial No.10091401150083;
34. Certified copy Order No.C/TE/000092/12/K Memorial No.12050801920126;
35. Certified copy Notification Letter of Completion of works relating to Order No.DRZ/U26-23/0001/06 Memorial No.15111100880016;
36. Certified copy Notification Letter of Completion of works relating to Order No.C/TE/000092/12/K Memorial No.16012200940527;
37. Certified copy Notification Letter of Completion of works relating to Order No.D01117/K/10/TE Memorial No.16020400490811;



38. Copy Bankruptcy and Approved Individual Voluntary Arrangement Search Report against Lau Yuet Mui conducted on 11/6/2018;
39. Agreement for Sale and Purchase Memorial No.18061200190332; and
40. Assignment Memorial No.18082700130381.

Property (34): Rear Portion of 5<sup>th</sup> Floor, No.478 Chatham Road North, Kowloon

1. Certified copy Assignment Memorial No.UB241227;
2. Attested copy Declaration of Trust Memorial No.UB241228;
3. Assignment Memorial No.UB265781;
4. Deed of Mutual Covenant and Grant Memorial No.UB266148;
5. Assignment Memorial No.UB295529;
6. Assignment (by way of gift) Memorial No.UB8952231;
7. Certified copy Government Lease of Kowloon Inland Lot No.1526;
8. Certified copy Order No.DR133/K/93/P2 Memorial No.UB5686574;
9. Certified copy Letter of Compliance Memorial No.UB6007062;
10. Certified copy Order No.D171/K/93/P2 Memorial No.UB5686575;
11. Certified copy Letter of Compliance Memorial No.UB6009120;
12. Certified copy Order No.DR02512/K/03/TCW/TE Memorial No.UB9120511;
13. Certified copy Superseding Order No.DR02879/K/03/TCW/TE Memorial No.UB9130138;
14. Certified copy Letter of Compliance Memorial No.UB9233444;
15. Certified copy Order No.DRZ/U26-23/0001/06 Memorial No.08123101020214;
16. Certified copy Order No.DR00146/K/10 Memorial No.10051300570112;
17. Certified copy Order No.D01117/K/10/TE Memorial No.10091401150083;
18. Certified copy Order No.C/TE/000092/12/K Memorial No.12050801920126;
19. Certified copy Notification Letter of Completion of Works relating to Order No.DRZ/U26-23/0001/06 Memorial No.15111100880016;
20. Certified copy Notification Letter of Completion of Works relating to Order No.C/TE/000092/12/K Memorial No.16012200940527;
21. Certified copy Notification Letter of Completion of Works relating to Order No.D01117/K/10/TE Memorial No.16020400490811;
22. Copy Bankruptcy Search Report against Yuk Cheung Yu conducted on 12/7/2018;
23. Certified copy Receipt No.RQEH18076721051 issued by Queen Elizabeth Hospital in the name of Yuk Cheung Yu dated 2/7/2018;
24. Agreement for Sale and Purchase Memorial No.18061200190348; and
25. Assignment Memorial No.18082700130398.

Property (35): Rear Portion of 6<sup>th</sup> Floor, No.478 Chatham Road North, Kowloon

1. Certified copy Government Lease of Kowloon Inland Lot No.1526;
2. Certified copy Occupation Permit No.K19;
3. Certified copy Assignment Memorial No.UB241227;
4. Attested copy Declaration of Trust Memorial No.UB241228;
5. Assignment Memorial No.UB265783;
6. Deed of Mutual Covenant and Grant Memorial No.UB266148;

7. Mortgage Memorial No.UB270006 with Reassignment Memorial No.UB288168 endorsed;
8. Mortgage Memorial No.UB288169 with Reassignment Memorial No.UB335413 endorsed;
9. Mortgage Memorial No.UB335414 with Reassignment Memorial No.UB363031 endorsed;
10. Assignment Memorial No.UB2366994;
11. Certified copy Building Order Memorial No.UB5686574;
12. Certified copy Building Order Memorial No.UB5686575;
13. Certified copy Letter of Compliance Memorial No.UB6007062;
14. Certified copy Letter of Compliance Memorial No.UB6150559;
15. Agreement for Sale and Purchase Memorial No.UB6308563;
16. Assignment Memorial No.UB6359474;
17. Certified copy Collateral Sub-Mortgage Memorial No.UB7723631;
18. Certified copy Release Memorial No.UB8124109;
19. Certified copy Sub-Mortgage Memorial No.UB8126142;
20. Certified copy Release Memorial No.UB8184379;
21. Certified copy Resolutions in writing of all directors of CEF (Capital Markets) Limited dated 18 August 2000;
22. Receipt on Discharge of a Charge Memorial No.UB8369195 annexed to Mortgage Memorial No.UB37647824;
23. Certified copy Building Order Memorial No.UB9120511;
24. Certified copy Superseding Order Memorial No.UB9130138;
25. Certified copy Letter of Compliance Memorial No.UB9233444;
26. Certified copy Death Certificate of Li Yuen Tai Memorial No.05081702470137;
27. Certificate of Exemption from Estate Duty Memorial No.05081702470143;
28. Agreement for Sale and Purchase Memorial No.06102800230016;
29. Receipt on Discharge of a Charge Memorial No.06120401350130 annexed to First Legal Charge Memorial No.05082701830272;
30. Assignment Memorial No.06120401350149;
31. Receipt on Discharge of a Charge Memorial No.09091803010047 annexed to First Legal Charge Memorial No.06120401350159;
32. Certified copy Order No.DRZ/U26-23/0001/06 Memorial No.08123101020214;
33. Certified copy Order No.DR00146/K/10 Memorial No.10051300570112;
34. Certified copy Order No.D01117/K/10/TE Memorial No.10091401150083;
35. Certified copy Order No.C/TE/000092/12/K Memorial No.12050801920126;
36. Certified copy Notification Letter of Completion of Works relating to Order No.DRZ/U26-23/0001/06 Memorial No.15111100880016;
37. Certified copy Notification Letter of Completion of Works relating to Order No.C/TE/000092/12/K Memorial No.16012200940527;
38. Certified copy Notification Letter of Completion of Works relating to Order No.D01117/K/10/TE Memorial No.16020400490811;
39. Agreement for Sale and Purchase Memorial No.18061200190355; and
40. Assignment Memorial No.18082700130404.

Re: Nos.470-478 Chatham Road North, Kowloon

1. Release of Debenture and Mortgage Memorial No.21102002470012 together with BVI Certificate of Release of Charge and stamped particulars of Success Active Limited (Charge ID:TCQJK9) dated 26 October 2021; and



2. Debenture and Mortgage Memorial No.21102002470028.

Property 1: Nos.472-478 Chatham Road North, Kowloon

1. Sealed copy Notice of Application to Land Tribunal for an Order for Sale (Form 32) Memorial No.18120400510015;
2. Judgment Memorial No.21050600350017;
3. Memorandum of Agreement Memorial No.21062801310417;
4. Copy extract of Articles of Association of Success Active Limited;
5. Certified copy Written Resolutions of All the Directors of Success Active Limited dated 12 May 2021; and
6. Assignment Memorial No.21072002730446.

Property 2: 4/F of No.472 Chatham Road North Kowloon

1. Certified copy Government Lease of Inland Lot No.1526;
2. Certified copy Occupation Permit No.H101K (in duplicate);
3. Certified copy Assignment Memorial No.UB241227;
4. Certified copy Declaration of Trust Memorial No.UB241228;
5. Assignment Memorial No.UB256993;
6. Deed of Mutual Covenant and Grant Memorial No.UB256996;
7. Assignment Memorial No.UB258650;
8. Certified copy Order Memorial No.UB2819988;
9. Certified copy Letter of Compliance Memorial No.UB2954505;
10. Certified copy Letter of Compliance Memorial No.UB4401179;
11. Certified copy Order Memorial No.UB4324679;
12. Certified copy Certificate Memorial No.UB4761754;
13. Certified copy Order Memorial No.UB7825184;
14. Certified copy Letter of Compliance Memorial No.UB8411124;
15. Assignment Memorial No.UB8416581;
16. Certified copy Memorial of Satisfaction Memorial No.UB8509117;
17. Certified copy Order Memorial No.UB9130136;
18. Certified copy Letter of Compliance Memorial No.UB9389327;
19. Certified copy Order Memorial No.09072401520249;
20. Certified copy Order Memorial No.10051300570133;
21. Certified copy Order Memorial No.10062101180302;
22. Copy Control Card Reference No.20180928-002;
23. Certified copy approved building plan;
24. Certified copy Notification Letter of Completion of Works relating to Order Memorial No.15092900940108;
25. Certified copy Notification Letter of Completion of Works relating to Order Memorial No.15092900940113;
26. Certified copy Certificate under s.33(1) of the Buildings Ordinance Memorial No.17101001200403;

26. Certified copy Memorial of Satisfaction under Section 33(10) of the Buildings Ordinance Memorial No.18031200920094;
27. Minutes of Meeting of the Board of Directors of Success Active Limited dated 8 October 2018;
28. Copy of sealing provisions of the Articles of Association of Success Active Limited;
29. Provisional Agreement for Sale and Purchase dated 22 August 2018; and
30. Assignment Memorial No.18102201320175.

Pre-root

Property 2: 4/F of No.472 Chatham Road North Kowloon

1. Statutory Declaration dated 23 June 1976;
2. Assent Memorial No.UB8035992;
3. Certified copy Probate Memorial No.UB7959900;
4. Certified copy Letter from Buildings Department dated 26 May 2001;
5. Memorandum dated 7 June 2001;
6. Agreement for Sale and Purchase dated 7 June 2001; and
7. Power of Attorney of Liang Yingzhi to Lau Leung Yuen Shan dated 20 April 2001.

Property 3: 2/F of No.474 Chatham Road North Kowloon

1. Certified copy Government Lease of Kowloon Inland Lot No.1526;
2. Certified copy Deed of Mutual Covenant and Grant Memorial No.UB257224;
3. Assignment Memorial No.UB257129;
4. Assignment Memorial No.UB3568578;
5. Certified copy Board Resolution of Covent Garden Property Limited dated 19 April 2007;
6. Copy Memorandum and Articles of Association of Covent Garden Property Limited;
7. Certified copy Occupation Permit No.101K dated 28 November 1956 together with a copy Application for copy of Occupation Permit dated 18 June 2007;
8. Certified copy Order Memorial No.UB7825190;
9. Certified copy Letter of Compliance Memorial No.UB8411123;
10. Certified copy Order Memorial No.UB9130137;
11. Agreement for Sale and Purchase Memorial No.07051700170169;
12. Assignment Memorial No.07071802570344;
13. Assignment Memorial No.07072301760037;
14. Legal Charge/Mortgage dated 25 June 2007 with Certificate of Registration of Charge dated 24 July 2007 annexed;
15. Legal Charge/Mortgage Memorial No.07072301760043 with Receipt on Discharge of a Charge Memorial No.21072702220248 annexed;
16. Copy Form NM2 dated 2 July 2021; and
17. Memorial of Satisfaction under section 33(10) of the Buildings Ordinance Memorial No.21092401540049.



Property 4: 1/F of No.476 Chatham Road North Kowloon

1. Statutory Declaration of Lee Kwok Yung and Lee Joanne dated 27 September 2021.

Property 5: Flat C and D of Front Portion on 2/F of No.478 Chatham Road North, Kowloon

1. Certified copy Government Lease of Kowloon Inland Lot No.1526 (in duplicate);
2. Certified copy Occupation Permit No.K19 (in duplicate);
3. Certified copy Assignment Memorial No.UB241227 (in duplicate);
4. Certified copy Assignment Memorial No.UB265774 (in duplicate);
5. Certified copy Deed of Mutual Covenant and Grant Memorial No.UB266148;
6. Certified copy Assignment Memorial No.UB2334864 and re-registered by Memorial No.UB3530810 (in duplicate);
7. Certified copy Assignment Memorial No.UB3530811 and re-registered by Memorial No.UB3841264 (in duplicate);
8. Certified copy Sub-Deed of Mutual Covenant and Grant Memorial No.UB3571152 (in triplicate);
9. Assignment Memorial No.UB3621938;
10. Assignment Memorial No.UB3621939;
11. Assignment Memorial No.UB3727470;
12. Assignment Memorial No.UB3727477;
13. Certified copy Letters of Administration No.HCAG006688/1998;
14. Certified copy Assent dated 7 October 2000 (Flat C);
15. Certified copy Assent dated 7 October 2000 (Flat D);
16. Assignment Memorial No.UB8244010;
17. Assignment Memorial No.UB8244011;
18. Certified copy Order Memorial No.08123101020214;
19. Certified copy Order Memorial No.10051300570112;
20. Certified copy Order Memorial No.10091401150083;
21. Certified copy Order Memorial No.12050801920126;
22. Certified copy Notification Letter of Completion of Works, relating to Order Memorial No.15111100880016;
23. Certified copy Notification Letter of Completion of Works relating to Order Memorial No.16012200940527;
24. Certified copy Notification Letter of Completion of Works relating to Order Memorial No.16020400490811;
25. Certified copy Sealed copy Notice of Application to Land Tribunal for an Order for Sale (Form 32) Memorial No.18120400510015;
26. Certified copy Minutes of Meeting of the Board of Directors of Success Active Limited dated 17 June 2019; and
27. Assignment Memorial No.19062701200072.

Property 5: Flat C and D of Front Portion on 2/F of No.478 Chatham Road North, Kowloon

1. Certified copy of Attested copy Declaration of Trust Memorial No.UB241228 (in duplicate);
2. Certified copy Deed of Mutual Covenant and Grant Memorial No.UB266148;

3. Certified copy Declaration of Lai Tak Memorial No.UB2334863 (in duplicate);
4. Certified copy Death Certificate Memorial No.UB2533293 (in duplicate);
5. Certified copy Certificate of Exemption from Estate Duty Memorial No.UB2533294;
6. Certified copy Agreement for Sale and Purchase dated 5 August 1987 (in duplicate);
7. Agreement for Sale and Purchase Memorial No.UB3727469;
8. Agreement for Sale and Purchase Memorial No.UB3727476;
9. Memorandum of Sale and Purchase dated 27 October 2000 (Flat C); and
10. Memorandum of Sale and Purchase dated 27 October 2000 (Flat D).

Property 6: Front portion on 3/F of No.478 Chatham Road North, Kowloon

1. Certified copy Government Lease of Kowloon Inland Lot No.1526;
2. Attested copy Declaration of Trust Memorial No.UB241228;
3. Certified copy Occupation Permit No.K19 dated 4 July 1957;
4. Deed of Mutual Covenant and Grant Memorial No.UB266148;
5. Assignment Memorial No.UB265776;
6. Assignment Memorial No.UB269972;
7. Declaration of Trust and Settlement by Chan Sui Cheong Memorial No.UB3749614;
8. Declaration dated 10 June 1988;
9. Assignment dated 28 September 1988;
10. Confirmatory Assignment Memorial No.UB4273856;
11. Certified copy Order Memorial No.UB5686574;
12. Certified copy Order Memorial No.UB5686575;
13. Certified copy Letter of Compliance Memorial No.UB6007062;
14. Certified copy Letter of Compliance Memorial No.UB6009120;
15. Legal Charge dated 13 September 1990 with Certificate of Registration of Legal Charge dated 18 September 1990 annexed;
16. Memorandum of Agreement for Sale and Purchase dated 27 February 1995;
17. Assignment Memorial No.UB6259043; and
18. Copy extract of Memorandum and Articles of Association of Metro Glory Investment Limited.

Property 7: Front portion on 6/F of No.478 Chatham Road North, Kowloon

1. Certified copy Government Lease of Kowloon Inland Lot No.1526;
2. Certified copy Occupation Permit No.K19 dated 4 July 1957 together with a copy Application for copy of Occupation Permit dated 18 October 2007;
3. Reassignment Memorial No.UB2301970;
4. Assignment Memorial No.UB265782;
5. Deed of Mutual Covenant and Grant Memorial No.UB266148;
6. Assignment Memorial No.UB271224;
7. Mortgage Memorial No.UB741994 with Reassignment Memorial No.UB741995 endorsed thereon;
8. Mortgage Memorial No.UB741996;
9. Reassignment Memorial No.UB1389354;



10. Assignment Memorial No.UB1448911;
11. Mortgage Memorial No.UB1448912;
12. Certified copy Order Memorial No.UB5686574;
13. Certified copy Order Memorial No.UB5686575;
14. Certified copy Letter of Compliance Memorial No.UB6007062;
15. Certified copy Letter of Compliance Memorial No.UB6009120;
16. Certified copy Order Memorial No.UB9120511;
17. Certified copy Superseding Order Memorial No.UB9130138;
18. Certified copy Letter of Compliance Memorial No.UB9233444;
19. Copy Provisional Agreement for Sale and Purchase dated 2 October 2007 with Stamp Certificate No.08-3-0191180-5 annexed;
20. Nomination and Authorization dated 11 October 2007;
21. Agreement for Sale and Purchase Memorial No.0711501610026;
22. Assignment Memorial No.08013000630124;
23. Mortgage dated 31 December 2007 with Certificate of Registration of Charge dated 24 January 2008 annexed; and

Mortgage Memorial No.08013000630113 with Receipt on Discharge of a Charge Memorial No.21072702220250 annexed.

Additional Title Deeds and Documents:

1. Letter of Undertaking – Exemption of Guard Room for Watchman & Management Staff from GFA Calculations Memorial No.25030701140019;
2. Letter of Undertaking – Granting of GFA Concessions for All Green/Amenity Features and Non-mandatory/Non-essential Plant Rooms and Services Memorial No.25030701140025;
3. Letter of Undertaking – Granting of GFA Concessions for Recreational Facilities (Covered Landscape and Lift Shaft) Memorial No.25030701140031;
4. Certified copy Power of Attorney granted by Hang Seng Bank Limited dated 23 September 2021; and
5. Copy Certificate of Incorporation on Change of Name of Wing Lung Bank Limited to CMB Wing Lung Bank Limited.

### **SCHEDULE 3**

#### **PART 1**

#### **WARRANTIES**

##### **1. Sale Share**

- (a) The Vendor is the sole legal and beneficial owner of the Sale Share and is entitled to sell and transfer and will at Completion sell and transfer the full legal and beneficial ownership of such Sale Share to the Purchaser and/or its nominee(s) free from all Encumbrances (save for the Existing Debenture and Mortgage) and with all rights now and hereafter relating to such Sale Share.
- (b) Save as Disclosed, there are no Encumbrances (other than the Existing Debenture and Mortgage) on, over or affecting any of the Sale Share or any part of the issued or unissued share capital of the Company. Save as Disclosed, there is no agreement or commitment to give or create any Encumbrance. No claim has been made by any person to be entitled to any Encumbrance which has not been waived in its entirety or satisfied in full.
- (c) The Sale Share comprises the whole of the issued and allotted share capital of the Company. All of the Sale Share are fully paid up or credited as fully paid up.
- (d) Save as Disclosed, 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 in the Company (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.
- (e) Save as Disclosed, there is no restriction, consent requirement, pre-emption right, option, nominee arrangement, financing restriction, change of control restriction or other right which may restrict, delay, prevent or otherwise affect the transfer of the Sale Share to the Purchaser.
- (f) The Company is validly existing and in good standing under the laws of the BVI and is duly registered as a non-Hong Kong company under Part 16 of the Companies Ordinance.
- (g) The Company does not have any shareholding or other interest in any other company, partnership, firm or other entity.
- (h) The Company has not repaid, redeemed or purchased any of its share capital or issued any share capital as paid up otherwise than by receipt of consideration therefor.
- (i) The Company has not been directly or indirectly engaged or involved in any scheme of reconstruction or amalgamation or any reorganisation or reduction of share capital or conversion of securities nor has the Company transferred any business carried on by it.



- (j) No consent of any third party is required to be obtained in respect of the sale of the Sale Share.
- (k) The obligations of the Vendor under this Agreement and the Other Documents are, or when the relevant document is executed, will be binding in accordance with their terms.

## **2. Accuracy and Adequacy of Information**

- (a)
  - (i) The information given in Schedules 1 and 2 is true and accurate in all material respects and is not misleading.
  - (ii) The information given in Schedules 8, 9 and 10 is true, complete and accurate in all material respects and is not misleading and has not been amended, varied, supplemented, terminated, superseded, waived or replaced.
- (b) The copy of the memorandum and articles of association of the Company (or equivalent document) provided to the Purchaser is complete and accurate in all material respects, has attached to it copies of all resolutions and other documents required by law to be so attached and fully set out the rights and restrictions attaching to each class, if any, of the share capital of the Company.
- (c) All the financial statements, accounts, books, ledgers, schedules, summaries, calculations and financial and other records of the Company have been properly kept in accordance with normal business practice and are in the possession of the Company and all transactions relating to its business which should be recorded therein have been duly and correctly recorded therein and are true, complete, accurate and not misleading in any material respect and there are as at the date of this Agreement no inaccuracies or discrepancies of any kind contained or reflected in such financial statements, accounts, books, ledgers, schedules, summaries, calculations and financial and other records and at the date of this Agreement they are sufficient to give a true and accurate view of the state of the Company's affairs and to explain its transactions.
- (d) Save as Disclosed, the statutory books (including all registers and minute books) of the Company have been properly kept and contain (in respect of matters up to but not including Completion) an accurate and complete record of the matters which should be dealt with in those books and contain no inaccuracies or discrepancies of any kind and no notice or allegation that any of them is incorrect or should be rectified has been received.
- (e) All information contained in the Disclosure Letter, the Due Diligence Documents and any other written document or communication supplied to the Purchaser or any of its advisers by or on behalf of the Vendor are true and accurate and not misleading in any material respects and all copies of documents supplied have been true, complete and accurate copies of such documents and have not been amended, varied, supplemented, terminated, superseded, replaced or waived except as Disclosed and there is no fact, matter or circumstance which has not been disclosed in writing to the Purchaser and/or its professional advisers which renders any such written information untrue, inaccurate or misleading in any material respect.

## **3. Compliance with Legal Requirements**

- (a) Compliance has been made with all legal and procedural requirements and other formalities in connection with the Company concerning:
  - (i) its memorandum and articles of association or other constitutional documents (including all resolutions passed or purported to have been passed) and its statutory registers;
  - (ii) the filing, registration and notification requirements of all documents required by the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the Laws of Hong Kong) or equivalent legislation or other appropriate legislation to be filed with the Hong Kong Companies Registry, the BVI Registry of Corporate Affairs or other appropriate Government Authority (as the case may be);
  - (iii) issues of shares, debentures or other securities;
  - (iv) payments of interest and dividends and making of other distributions; and
  - (v) appointment and removal of directors.
- (b) The Company has conducted and is conducting its business in compliance with all applicable laws and regulations in all material respects.
- (c) The Company is empowered and duly qualified to carry on its business in Hong Kong.
- (d) Save as Disclosed, there has been no material breach by the Company or by the Vendor or by any of its officers or employees (in their capacity as such) of any legislation or regulations with statutory effect affecting the Company or its business in all material respects.
- (e) Save as Disclosed, the Company has not committed any material breach of, or failed to comply with, any law, regulation, rule, order, direction, licence, permit, approval, authorisation, consent or filing requirement with statutory effect applicable to it or the Property in all material respects.

#### **4. Accounts and Assets and Liabilities**

- (a) The Accounts:
  - (i) comply with the requirements of all applicable legislation;
  - (ii) were or will be (as the case may be) prepared in accordance with HKFRS at the time they were prepared and consistently applied;
  - (iii) are complete and accurate in all material respects and make full and proper provision or accrual for all liabilities, obligations and commitments of the Company, whether actual, contingent, accrued, disputed or prospective, in accordance with HKFRS;
  - (iv) give a true and fair view of the state of affairs and financial position of the Company at the Accounts Date and for the period in respect of which they have been prepared; and



- (v) are not affected by any unusual or non-recurring items which are not disclosed as such in the Accounts.
- (b) The Management Accounts:
  - (i) were prepared on the same basis and in accordance with the same accounting policies consistently applied as the Accounts; and
  - (ii) give an accurate view of the assets and liabilities of the Company as at the Management Accounts Date and for the period in respect of which they have been prepared.
- (c) The Pro Forma Completion Accounts, the Provisional Completion Accounts and the Completion Accounts:
  - (i) will be prepared in accordance with the same accounting policies consistently applied as the Accounts and on a basis consistent with that employed in preparing the Accounts and in accordance with HKFRS and comply with the requirements of all applicable legislation;
  - (ii) will give a true and fair view of the state of affairs and financial position of the Company at the Completion Date and for the period in respect of which they will be prepared.
- (d) The Company does not and will not at Completion have any outstanding capital commitment.
- (e) The Company owns and will own free from Encumbrance all its undertaking and assets shown or comprised in the Accounts and all assets are in its possession and control. The assets owned by the Company together comprise all the assets necessary for the continuation of the business as now carried on by the Company.
- (f) The Company has not held any security (including any guarantee or indemnity) which is not valid and enforceable by the Company against the grantor thereof in accordance with its terms.
- (g) The Bank Accounts comprise all bank accounts maintained by the Company.
- (h) Save as Disclosed, the Company has no liability (actual or potential) which according to HKFRS should be shown or otherwise provided for in the Completion Accounts but will not be so shown or otherwise provided for therein.
- (i) The Company has not purchased, held, traded in or otherwise participated in any investment products, debt securities, equity securities, derivatives, structured products, funds or other investment activities.
- (j) Save as Disclosed, no guarantee, suretyship, indemnity, security arrangement or other contingent financial obligation has been given by any director, shareholder or third party in respect of any liability or obligation of the Company.

- (k) Save as Disclosed, the Company has no off-balance sheet commitment, contingent liability, capital commitment, deferred liability, disputed liability, accrued liability or other obligation which is not fully reflected, provided for or accrued in the Accounts, Management Accounts, Pro Forma Completion Accounts, Provisional Completion Accounts or Completion Accounts.
- (l) Save as Disclosed, no dividend, distribution, return of capital, repayment of capital, redemption, share buy-back or other distribution of profits or assets has been declared, made, paid or proposed by the Company in the three (3) years prior to Completion.

## **5. Events Since Accounts Date**

Since the Accounts Date:

- (a) the business of the Company has been carried on in the ordinary and usual course and in the same manner (including nature and scope) as in the past, no fixed asset has been written up nor any debt written off, and no unusual or abnormal contract has been entered into by the Company;
- (b) there has been no adverse change in the financial condition or prospects of the Company and the Company has entered into transactions and incurred liabilities solely in the ordinary course of trading;
- (c) no resolution of any members of the Company in general meeting has been passed other than resolutions relating to the business of the annual general meeting which was not special business;
- (d) the Company has not declared, paid or made or is proposing to declare, pay or make any dividend or other distribution;
- (e) the financial year end of the Company has not changed from 31 March;
- (f) no asset of the Company has been acquired or disposed of on capital account, or has been agreed to be acquired or disposed of, otherwise than in the ordinary course of business and the Company has not disposed of or parted with possession of any of its property, assets (including know-how) or made any payments, and no contract involving expenditure by it on capital account has been entered into by the Company, and no liability has been created or has otherwise arisen (other than in the ordinary course of business as previously carried on);
- (g) no event has occurred which would be expected to entitle any third party (with or without the giving of notice) to call for the repayment of indebtedness prior to its normal maturity date; and
- (h) no event has occurred which gives rise to a Tax liability to the Company on deemed (as opposed to actual) income, profits or gains or which results in the Company becoming liable to pay or bear a Tax liability directly or primarily chargeable against or attributable to another person, firm or company.

## **6. Contracts, Commitments and Financial and Other Arrangements**



- (a) There will not be outstanding at Completion, with respect to the Company:
- (i) any contracts of service with directors or employees;
  - (ii) any agreements or arrangements to which the Company is a party for profit sharing, share incentives, share options, incentive payments or payment to employees of bonuses;
  - (iii) any obligation or arrangement to pay any pension, gratuity, retirement annuity or benefit or any similar obligation or arrangement in favour of any person;
  - (iv) any agreement (by guarantee, representation, indemnity, warranty or otherwise) under which the Company is under any actual or contingent liability in respect of (1) any disposal of its assets or business or any part thereof or (2) the obligations of any other person;
  - (v) any contract to which the Company is a party which is of a long-term nature or which contains any unusual or unduly onerous provision disclosure of which could reasonably be expected to influence the decision of a purchaser for value of the Sale Share;
  - (vi) any agreement entered into by the Company otherwise than by way of bargain at arm's length;
  - (vii) any arrangements (contractual or otherwise) between the Company and any party which will or may be terminated or prejudicially affected as a result of the sale of the Sale Share or of compliance with any other provision of this Agreement; or
  - (viii) any contract which restricts the freedom of the Company to carry on the business now carried on by it in Hong Kong.
- (b) The Vendor has made available for inspection by the Purchaser copies or originals of all subsisting contracts, commitments, engagements, arrangements and understandings which have been Disclosed to which the Company is a party or by which the Company, the Property, The Quad or any asset of the Company is bound.
- (c) Save as Disclosed, there is no invalidity, nor any grounds for determination, rescission, avoidance or repudiation, of any agreement to which the Company is a party.
- (d) Save as Disclosed, compliance with this Agreement does not and will not conflict with or result in the material breach of or constitute a material default under any agreement to which the Company is now a party or any loan to or Encumbrance created by the Company or relieve any other party to a contract with the Company of its obligations under such contract or entitle such party to terminate such contract, whether summarily or by notice.
- (e) Save as Disclosed, neither entering into nor completing this Agreement will or is likely to cause the Company to lose the benefit of any right or privilege it currently enjoys or, cause any person who normally does business with or gives credit to the Company not to continue to do so on the same basis.

- (f) The sole business of the Company since the date of its incorporation has been and continues to be the acquisition and holding of the Property; and, following the commencement of the operation of the Property as student accommodation through the Operator, the Company has not carried on any business other than as student accommodation.
- (g) The Contracts are valid, subsisting, enforceable and in full force and effect. Save as Disclosed, the Company is not in material breach or default under the Contracts. Save as Disclosed, no other party to any Contract is in material breach or default, and no fact or circumstance exists which may give rise to any material breach, default, termination right, suspension right, claim, dispute, set-off or withholding right under or in connection with the Contracts.
- (h) There are no debts owing by the Company other than the debts which have arisen in the ordinary course of business or as are shown in the Accounts.
- (i) No act or omission of the Company or the Vendor has initiated or prejudiced the ability of the Company to claim against any third party in respect of the warranties and indemnities given to the Company in the context of an acquisition of shares or asset by the Company.
- (j) Save as Disclosed, the Company is not a party to any agreement, arrangement or obligation entered into otherwise than on arm's length terms or in the ordinary and usual course of business.
- (k) Save as Disclosed, the Company has not entered into any related party transaction or connected transaction, and there is no outstanding loan, financial assistance, payable, receivable, contract, arrangement or other obligation between the Company and the Vendor, the Vendor's Guarantor, their respective Affiliates, its directors, shareholders or connected persons.
- (l) Save as Disclosed, no agreement or arrangement to which the Company is a party may be terminated, varied, accelerated, suspended, prejudiced or otherwise affected, and no breach, default, repayment obligation, prepayment right, consent requirement or third-party right will arise, as a result of the execution, delivery or performance of this Agreement, Completion, or any direct or indirect change in the ownership or Control of the Company.
- (m) Saved as Disclosed and except for the Novated Construction Rights & Liabilities specifically identified in Schedule 12 and to be novated to the Vendor pursuant to the Deed(s) of Novation (including the relevant rights, obligations and liabilities under or in connection with the Construction Contracts and any relevant professional appointment, engagement or contract with a Professional Party), insofar as the Vendor is aware, no party to any Contract is in material breach or default, and no fact or circumstance exists which may give rise to any material breach, default, termination, suspension, claim, dispute, set-off, withholding right or other adverse consequence under any such Contract.

## 7. Insolvency

Save as Disclosed :-



- (a) No receiver, manager or the like, has been appointed of the whole or any part of the assets or undertaking of the Company.
- (b) No petition has been presented, no order has been made and no resolution has been passed for the winding-up or dissolution of the Company or for a provisional liquidator to be appointed in respect of the Company.
- (c) The Company has not 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).
- (d) No distress, execution or other process has been levied in respect of the Company.
- (e) No unsatisfied judgment, order, decree, award or decision is outstanding against the Company or for any person whose acts or defaults it may be vicariously liable.

## **8. Insurance**

- (a) The Company has effected and maintains valid policies of the Insurance. Nothing has been done or omitted to be done whereby any of the Insurances has become void or voidable.
- (b) The Insurances are all policies of insurance maintained by the Company and valid, subsisting and in full force and effect as at the date of this Agreement.
- (c) All premiums and other amounts due and payable in respect of the Insurances have been paid in full and to the best of the Vendor's knowledge, information and belief, all the other conditions of the Insurances have been performed and observed in full. All endorsements, loss payee notations and insured party notations required in respect of the Insurances have been duly made.
- (d) Save as Disclosed, no claim is outstanding, pending, disputed or declined either by the insurer or the insured under any of the Insurances and no claim against the Company by any third party is outstanding, pending or disputed in respect of any risk covered by any of the Insurances.
- (e) Save as Disclosed, there are no circumstances which would entitle the Company to make a claim under any of the Insurances or which would be required under any of the Insurances to be notified to the insurers.
- (f) Save as Disclosed, no act, omission, non-disclosure, misrepresentation, material breach of condition or other circumstance has occurred which would render any of the Insurances void, voidable, liable to be avoided, cancelled, reduced, prejudiced or invalidated, or which may result in any claim being refused or reduced.
- (g) There is no gap, lapse or insufficiency in insurance coverage in respect of the Property or the business of the Company. All Insurances expiring before Completion will be renewed on or before expiry without any gap in coverage, and documentary evidence of such renewal, including renewed policies, premium receipts and required endorsements, will be provided to the Purchaser before Completion.

- (h) The Insurances provide adequate insurance coverage for all assets, undertakings, operations and risks of the Company which are of an insurable nature, including property all risks insurance, public liability insurance, third-party liability insurance, fire insurance, accident insurance and insurance covering the operation of The Quad as student accommodation.

## **9. Litigation**

- (a) Save as Disclosed, the Company is not engaged (whether as plaintiff, defendant or otherwise) in any litigation or arbitration, administrative, criminal or other proceedings. Save as Disclosed, no litigation or arbitration, administrative or criminal or other proceedings against the Company are pending or threatened and, there is no fact or circumstance likely to give rise to any such litigation or arbitration, administrative or criminal or other proceedings or to any proceedings against any director, officer or employee (past or present) of the Company in respect of any act or default for which the Company might be vicariously liable.
- (b) Save as Disclosed, no claim, demand, action, complaint, dispute, set-off, lien, retention of documents, withholding of certificate, adjudication, arbitration, litigation or proceeding has been made, threatened or intimated by or against any consultant, professional adviser, contractor, sub-contractor, supplier, the Operator, the Shop Tenant, any Licensee or any former licensee in connection with the Company, the Property, The Quad, the Co-operation Agreement, the Shop Tenancy Agreement, any Licence or any construction, redevelopment, refurbishment, fitting-out, conversion, completion or operation-readiness matter.
- (c) Save as Disclosed, no contractor, sub-contractor, consultant, architect, engineer, quantity surveyor, project manager, supplier or service provider has asserted, threatened or notified any claim, entitlement, variation claim, extension of time claim, retention claim, final account claim or other claim in connection with the design, construction, redevelopment, conversion, fit-out, operation-readiness or completion of The Quad.

## **10. Property**

Save as Disclosed (which, for the purpose of the Warranties under this paragraph 10, include the title deeds and documents of the Property as set out in Schedule 2 already made available to the Purchaser for review and inspection prior to signing hereof) :-

- (a) The Property comprises the sole real property owned, occupied or otherwise used by the Company.
- (b) The Company is the sole registered and beneficial owner of the Property free from any Property Encumbrance (save for the Existing Debenture and Mortgage, the Shop Tenancy Agreement, the Co-operation Agreement and the Licence Agreements).
- (c) The Company is able to show and give title to the Property in accordance with sections 13 and 13A of the CPO.
- (d) As at the Completion Date, the Company has not contracted to sell, let, license, grant any option over or otherwise dispose of its interest in or part with the possession of the



Property or any part thereof and (save for the Existing Debenture and Mortgage, the Shop Tenancy Agreement, the Co-operation Agreement and the Licence Agreements) has not created any Encumbrance over such interest or agreed to do so.

- (e) There is no notice or order from any Government Authority requiring the Company to demolish or reinstate any part of the Property or requiring the Company as an owner of the Property to effect repair or renovation or maintenance to any common part/facility of the Property.
- (f) The relevant parts of the Government Lease applicable to the Property is now good, valid and subsisting and the premium, rents and other moneys reserved by or payable under the relevant parts of the Government Lease applicable to the Property and, the terms, covenants and conditions contained in the relevant parts of the Government Lease applicable to the Property have been duly paid, performed and observed up to the date hereof and will be duly paid, performed and observed up to Completion.
- (g) All building plans, occupation permits, approved plans, as-built plans, layout plans, fire services plans, electrical plans, plumbing and drainage plans, MVAC plans, operation and maintenance manuals, equipment lists, warranties, certificates and maintenance contracts relating to the Property which have been Disclosed are true, complete and accurate in material respects.
- (h) All Chattels, furniture, fixtures, fittings, equipment, appliances, inventories, amenities and other assets located at or used in connection with the Property which have been Disclosed are owned by the Company free from Encumbrances.
- (i) No person has any right to occupy, use, possess, manage or remain in any part of the Property except pursuant to the Shop Tenancy Agreement, the Co-operation Agreement and the Licence Agreements or other documents Disclosed to the Purchaser.
- (j) The rates and all other outgoings in respect of the Property have been duly paid up to the date hereof and will be duly paid up to Completion.
- (k) The Property and all additions, alterations, fit-out works, conversion works, building works, fire services works, mechanical and electrical installations, drainage works and other works carried out at the Property have been designed, carried out, completed, occupied and used in compliance in all material respects with all applicable laws, Government Lease, occupation permit requirements, the General Building Plans and relevant requirements of the Buildings Department, Fire Services Department and all other applicable Government Authorities.
- (l) Save as Disclosed (including the Purchaser's knowledge of the Deviation from GBP), (i) there are no unauthorised building works, unauthorised alterations or additions, unauthorised change of use, and (ii) all fire services installations, fire resisting constructions, fire compartment walls, means of escape, means of access for firefighting and rescue, fire shutters, fire doors and fire safety measures at the Property comply in all material respects with applicable laws and statutory requirements of the Fire Services Department and Buildings Department.

- (m) No notice, direction, warning letter, advisory letter, enforcement notice or prosecution has been issued, threatened or contemplated by any Government Authority relating to any fire safety defect, fire compartmentation defect or fire safety non-compliance affecting the Property.
- (n) There is no defect, deficiency, non-compliance, damage, disrepair, water seepage, leakage, ponding, cracking, corrosion, defective fire-rated enclosure, missing fire-rated sealant, defective exit door self-closing mechanism, obstruction to means of escape, building services defect or other physical condition affecting the Property or any part thereof, including any inaccessible, concealed or occupied area, which has not been fully disclosed to the Purchaser and which may reasonably be expected to require material repair, reinstatement, replacement, rectification or capital expenditure after Completion.
- (o) There is no material damage, destruction, casualty, flooding, fire, structural failure or other event affecting the Property which has given or may give rise to any material claim under the Insurances or materially and adversely affect the condition, operation, occupation, use, value or insurability of the Property.
- (p) Based on and in reliance on the figures set out in the General Building Plans, the Property comprises an aggregate total gross floor area of approximately 3,890.297 square meters, of which approximately 3,242.079 square meters are domestic gross floor area and approximately 648.218 square meters are non-domestic gross floor area in accordance with the General Building Plans.

## **11. Delinquent Acts**

Save as Disclosed, the Company has not committed or is liable for any criminal, illegal, unlawful or unauthorised act.

## **12. Tax Returns, Anti-avoidance and Stamp and Other Duties**

Save as Disclosed :-

- (a) The Company has, in respect of a period of seven (7) years before Completion, made or caused to be made all proper returns, and has supplied or caused to be supplied all information regarding Taxation matters which it is required to make or supply to any revenue authority (wherever situated) and there is at the date hereof, and will at Completion be, no dispute or disagreement nor is any contemplated with any such authority regarding the Company's liability or potential liability to any Tax or duty (including penalties and interest) or regarding the availability to the Company of any relief from Tax or duty.
- (b) The Company has sufficient records relating to past events during a period of seven (7) years prior to Completion to calculate the Tax liability or relief which would arise on any disposal or realization of any asset owned as at Completion.
- (c) The Company has submitted or will submit all claims and disclaimers which will be assumed to have been made for the purposes of the Accounts in the last seven (7) years before Completion.



- (d) The Company has not at any time been a party or otherwise involved in any transaction or series of transactions involving steps taken without any commercial or business purpose apart from obtaining a Tax advantage.
- (e) The Company has paid all sums payable by it under the Stamp Duty Ordinance and the Companies Ordinance and any other applicable ordinance or legislation (in whatever country) and no sums are presently payable by the Company under any ordinance or legislation.
- (f) The Company has not paid or accrued any royalties to non-resident persons.
- (g) The Company has not made any payments to local persons who are non-incorporated services providers (including consultants, sub-contractors and freelancers).
- (h) To the best of the Vendor's knowledge, information and belief, there is no dispute, enquiry, investigation, audit, challenge, objection, appeal or disagreement pending, threatened or expected with any Tax Authority in relation to the Company.
- (i) There are no unusual items in any tax computation of the Company which have not been agreed with the relevant Tax Authority.
- (j) No assessment, demand, notice or decision issued by any Tax Authority to the Company is subject to appeal, objection or dispute.
- (k) The Company has not failed to comply with any obligation to account for, file or pay any Tax, and no penalties, fines, surcharges, interest or other liabilities have been levied or may be levied on the Company in respect of Tax.

### **13. Employment**

The Company has no employees, secondees or personnel and has never entered into any employment contracts, service agreements, secondment arrangements, pension schemes, MPF schemes or other employee benefit arrangements with any persons.

### **14. Powers of Attorney**

Other than the standard powers of attorney and related authorisation provided to HSB under the relevant Security Documents, the Company has not given any power of attorney or other authority (express, implied or ostensible) which is outstanding or effective to any person to enter into any contract or commitment on its behalf.

### **15. Intellectual Property**

- (a) The Company has not acquired and does not own, use, license, require or depend on any registered or unregistered Intellectual Property for carrying on its business or the operation of The Quad.
- (b) The Company is not a party to any licence, assignment, security, charge, encumbrance, confidentiality agreement, know-how agreement or other arrangement relating to any Intellectual Property, except as Disclosed.

- (c) There is and has been no infringement or threatened infringement by the Company of any of the Intellectual Property of any person. There is no existing, pending or expected claim, action, proceeding, complaint, objection, opposition, revocation, challenge or dispute relating to any Intellectual Property used or alleged to be used by the Company.

**16. Arrangements Between the Company and the Vendor**

Save as Disclosed, no indebtedness (actual or contingent) and no contract or arrangement is outstanding or will at Completion be outstanding between the Company (on the one part) and the Vendor, the Vendor's Guarantor or any person connected with any of them (on the other part).

**17. Grants and Allowances**

The Company has not applied for or received any grant, allowance, aid or subsidy from any Government Authority during the last six (6) years.

**18. Licences and Consents**

Save as Disclosed, all licences, consents, certificates, permits, registrations, authorisations, filings, declarations and other permissions and approvals required for or in connection with the carrying on or operation of the business now being carried on by the Company and use of the Property:

- (a) have been obtained, granted or issued in favour of the Company and are valid, subsisting and in full force and effect; and
- (b) the Company is not in default or has received notice that it is in default with respect to the terms and conditions of or that any such licence, consent, permission or approval is likely to be revoked, or which constitutes grounds for such revocation.

Save as Disclosed, the Company has complied with all material terms and conditions of all certificates, permits, licences, consents, approvals, registrations and authorisations referred to above in all material respects, and no notice, warning, direction, complaint, investigation, enforcement action, suspension or variation has been issued, received, threatened or intimated in respect of any of them. Save as Disclosed, all licences, permits, approvals, consents, registrations and authorisations required for the ownership, operation, management and use of the Property have been obtained, are valid and subsisting and have not been suspended, revoked, terminated or threatened with suspension, revocation or termination. Save as Disclosed, all certificates, approvals, maintenance records, inspection records, testing and commissioning records, annual inspection certificates, Form WR1, FS251 certificates, operation and maintenance manuals, as-built drawings and other records required for the lawful, safe and proper operation, maintenance and use of all electrical, mechanical, ventilation, fire services, plumbing, drainage, lift, lighting, emergency generator, fire detection and alarm, sprinkler, fire hydrant and hose reel and other building services systems at the Property have been obtained, are valid and subsisting.

**19. Anti-Bribery, Corruption and Money-Laundering**

- (a) None of the Vendor, the Company and their respective directors:



- (i) directly or indirectly, has taken any action in violation of applicable anti-corruption or anti-money laundering laws;
  - (ii) has been convicted of, pleaded guilty or charged with any offence involving anti-money laundering, fraud, corruption or bribery; and
  - (iii) directly or indirectly, has made, paid or offered, authorized or promised to make, any payment or bribes or anything of value to anyone, that has or would violate any applicable anti-bribery law or regulation in Hong Kong or generally in connection with the ownership of the Company and/or the Property.
- (b) The Property was not purchased by the Company, and the Company was not purchased by the Vendor, with funds derived from criminal or otherwise unlawful conduct.
- (c) The information provided by the Vendor to the Purchaser relating to direct or indirect legal and beneficial ownership and control of the Vendor and the Company is true and correct.
- (d) None of the following is a Restricted Person:
  - (i) the Vendor or any Affiliate of the Vendor;
  - (ii) any person who holds a controlling interest in or otherwise controls the Vendor by way of exercise of voting rights or otherwise;
  - (iii) if the Vendor is a privately held entity, any person having a direct beneficial interest (other than with respect to an interest in a publicly traded entity) in the Vendor;
  - (iv) any person who owns 25% or greater of the indirect ownership interest in the Vendor; and
  - (v) any person for whom the Vendor is acting as agent or nominee in connection with the transactions contemplated hereunder.

**20. Construction and Redevelopment Costs**

- (a) All consultancy agreements, professional appointments, contractor agreements, supplier contracts, fit-out contracts, furniture, fixtures and equipment procurement contracts and other contracts or arrangements entered into by the Company in connection with the construction, redevelopment, refurbishment, fitting-out, conversion, or completion of the Property have been Disclosed.
- (b) Save as Disclosed, other than the Novated Construction Rights & Liabilities (which will be dealt with under the Deed(s) of Novation), all works, services, supplies and deliverables under the contracts and arrangements referred to in paragraph 20.(a) have been fully completed, all required certificates, reports, submissions, deliverables and approvals have been obtained, and no consultant, professional adviser, contractor, or supplier has any outstanding claim, lien, set-off, document withholding right, retention right, dispute or unpaid amount against the Company.

- (c) Save as Disclosed, other than the Novated Construction Rights & Liabilities (which will be dealt with under the Deed(s) of Novation), the Company does not have any outstanding, accrued, contingent, disputed or prospective liability to any consultant, professional adviser, contractor, supplier, project manager, fit-out contractor, furniture, fixtures and equipment supplier in the construction, redevelopment, refurbishment, fitting-out, conversion, or completion of the Property.
- (d) Save as Disclosed, other than the Novated Construction Rights & Liabilities (which will be dealt with under the Deed(s) of Novation), no consultant, professional adviser, contractor, supplier, project manager, fit-out contractor, furniture, fixtures and equipment supplier in the construction, redevelopment, refurbishment, fitting-out, conversion, or completion of the Property has made or threatened any claim against the Company in respect of any unpaid fee, retention, final account, variation, delay, prolongation, defect, defects liability period matter, additional fee, reimbursement or other amount.
- (e) No amount recorded in the Accounts, Management Accounts, Pro Forma Completion Accounts, Provisional Completion Accounts or Completion Accounts as an ordinary operating expense of the student hostel business relates to any historical construction, redevelopment, refurbishment, fitting-out, conversion, completion, defects liability period, final account, retention, variation or defect rectification matter, except as Disclosed and in respect of the Novated Construction Rights & Liabilities (which will be dealt with under the Deed(s) of Novation).
- (f) Save as Disclosed, other than in respect of the Novated Construction Rights & Liabilities (which will be dealt with under the Deed(s) of Novation), there are no proposed, pending or ongoing renovations, refurbishments, expansions, alterations, additions, building works, fitting-out works or capital expenditure projects affecting the Property.

## **21. The Quad, the Operator, the Licences and the Shop Tenancy**

- (a) The Co-operation Agreement is valid, subsisting, enforceable and in full force and effect. Insofar as the Vendor is aware, the Operator is not in material breach or default of the Co-operation Agreement, and, no fact or circumstance exists which may give rise to any material breach, default, termination right, suspension right, claim, dispute, set-off or withholding right under or in connection with the Co-operation Agreement.
- (b) No termination notice, default notice, suspension notice, reservation of rights, waiver request, claim, complaint or dispute has been issued, received, threatened or arisen under or in connection with the Co-operation Agreement.
- (c) All licence fees, management fees, operator base management fees, collaboration share fees, annual consulting fees, operating expenses, reimbursements, furniture / procurement costs, deposits and other amounts payable under or in connection with the Co-operation Agreement have been properly calculated, billed, collected, accounted for, remitted and paid in accordance with the Co-operation Agreement.
- (d) There are no undisclosed side agreements, waivers, concessions, deferrals, variations, oral arrangements, payment extensions, disputed amounts or other arrangements between the Company and the Operator.



- (e) So far as the Vendor is aware and the best of the Vendor's knowledge, information and belief, save as Disclosed, the Operator has not acted outside the scope of its authority under the Co-operation Agreement in entering into, varying, terminating, replacing or administering any Licence, or in granting any discount, concession, coupon, payment deferral, instalment arrangement, refund right or other side arrangement to any Licensee.
- (f) The Shop Tenancy Agreement and all Licence Agreements are valid, subsisting, enforceable and in full force and effect in all material respects. All current, terminated, surrendered, replaced, varied and superseded Licence Agreements have been Disclosed.
- (g) So far as the Vendor is aware, the Operator under the Co-operation Agreement, the Shop Tenant under the Shop Tenancy Agreement and the Licensees under the Licence Agreements have performed in all material respects all conditions, obligations and restrictions imposed on them under the Co-operation Agreement, the Shop Tenancy Agreement and the Licence Agreements, respectively, and are not in material breach of any of them.
- (h) All rent, security deposit and other sums payable by the Shop Tenant under or in connection with the Shop Tenancy Agreement and all licence fees, management fees, deposits and other amounts payable by the Licensees have been properly invoiced, billed, paid, collected, received and accounted for and, where required, remitted to the Company.
- (i) All deposits paid by the Shop Tenant and the Licensees are available for refund or have been properly accounted for.
- (j) There are no side agreements, waivers, discounts, coupons, concessions, deferred payment arrangements, payment extensions, instalment arrangements, variations, disputes, refund rights, complaints, claims or termination notices in connection with the Shop Tenancy Agreement or the Licence Agreements as entered into between the Company and the Shop Tenant or between the Company and the Licensees, except as Disclosed.
- (k) There are no undisclosed arrears, refund claims, deposit disputes, termination requests, complaints, overlapping occupation rights, former resident claims, undocumented occupation arrangements or rights of occupation affecting any part of the Ground Floor Shop or the Residential Portion as agreed, granted or permitted by the Company.
- (l) Insofar as the Vendor is aware, the licensing schedule, licensing chart, licensing forecast, operator system, payment records, deposit ledger, receivables records and all related reports and records relating to the Licence Agreements and Licensees are true, accurate, complete and not misleading in all material respects.
- (m) No Licence has been entered into, renewed, extended or varied for a period extending beyond the term of the Co-operation Agreement, unless the Co-operation Agreement has been correspondingly extended, renewed or supplemented on terms Disclosed to the Purchaser.

- (n) No representation, assurance or undertaking has been given by or on behalf of the Company or the Vendor, or so far as the Vendor is aware, by or on behalf of the Operator, to any Licensee that any licence arrangement constitutes a tenancy or gives rise to any proprietary interest, security of tenure, leasehold interest in respect of the Property.
- (o) All co-operation consultancy fees, annual consulting fees, management fees, collaboration share fees, operating expenses, reimbursements and other amounts payable by the Company to the Operator under or in connection with the Co-operation Agreement in respect of the academic year 2025/26 have been fully paid, settled and discharged, and neither the Operator nor any other person has any outstanding, accrued, contingent, disputed or prospective claim against the Company in respect thereof.



## **PART 2**

### **PURCHASER WARRANTIES**

#### **1. Purchaser**

- 1.1 The Purchaser is duly incorporated and validly existing and in good standing under the laws of the BVI.
- 1.2 The Purchaser has full power and authority to enter into this Agreement and the Other Documents to which it is a party, and to exercise its rights and perform its obligations hereunder and thereunder, and all corporate and other actions required to authorise its execution of each of this Agreement and Other Documents to which it is a party and its performance of its obligations hereunder and thereunder have been duly taken and each of this Agreement and Other Documents to which it is a party shall, when executed, be a legal, valid and binding agreement on it and enforceable against it in accordance with the terms thereof.
- 1.3 The execution, delivery and performance of each of this Agreement and Other Documents to which it is a party by the Purchaser and the consummation of the transactions contemplated hereunder and thereunder does not and will not violate in any respect any provision of:
  - (a) any law or regulation or any order or decree of any Government Authority, agency or court of Hong Kong and the BVI prevailing as at the date of this Agreement and as at Completion;
  - (b) the laws and documents incorporating and constituting it prevailing as at the date of this Agreement and as at Completion; or
  - (c) any contract or other undertaking or instrument to which it is a party or which is binding upon it or any of its assets, and does not and will not result in the creation or imposition of any Encumbrance on any of its assets pursuant to the provisions of any such contract or other undertaking or instrument.
- 1.4 No consent of or filing or registration with or other requirement of any Government Authority in Hong Kong or the BVI is required by the Purchaser in relation to the valid execution, delivery or performance of each of this Agreement and Other Documents to which it is a party (or to ensure the validity or enforceability thereof) by it.
- 1.5 The Purchaser has obtained all approvals, consents, waivers and/or confirmations required under the Listing Rules and the REIT Code from any relevant regulatory authority or other relevant body for the execution, delivery and performance of this Agreement and the Other Documents and the transactions contemplated by them, and such approvals, consents, waivers and/or confirmation remain in full force and effect.

#### **2. Insolvency**

- 2.1 No receiver, manager or the like, has been appointed of the whole or any part of the assets or undertaking of the Purchaser.
- 2.2 No petition has been presented, no order has been made and no resolution has been passed for the winding-up or dissolution of the Purchaser, or for a provisional liquidator to be appointed in respect of the Purchaser.
- 2.3 The Purchaser has not stopped payment and it is not insolvent or unable to pay its debts under the laws of its jurisdiction of incorporation.

- 2.4 No distress, execution or other process has been levied in respect of the Purchaser.
- 2.5 No unsatisfied judgment, order, decree, award or decision is outstanding against the Purchaser which would materially affect its ability to perform its obligations under this Agreement or any Other Document to which it is a party.

**3. Anti-Corruption, Anti-Money Laundering and Sanctions**

- 3.1 Insofar as the Purchaser is aware, none of the Purchaser and its respective directors:
- (a) directly or indirectly, has taken any action in violation of applicable anti-corruption or anti-money laundering laws in Hong Kong;
  - (b) has been convicted of, pleaded guilty or charged with any offence involving anti-money laundering, fraud, corruption or bribery in Hong Kong; and
  - (c) directly or indirectly, has made, paid or offered, authorized or promised to make, any payment or bribes or anything of value to anyone, that has or would violate any applicable anti-bribery law or regulation in Hong Kong.
- 3.2 None of the following is a Restricted Person:
- (a) the Purchaser or any Affiliate of the Purchaser;
  - (b) any person who holds a controlling interest in or otherwise controls the Purchaser by way of exercise of voting rights or otherwise;
  - (c) if the Purchaser is a privately held entity, any person having a direct beneficial interest (other than with respect to an interest in a publicly traded entity) in the Purchaser;
  - (d) any person who owns 25% or greater of the indirect ownership interest in the Purchaser; and
  - (e) any person for whom the Purchaser is acting as agent or nominee in connection with the transactions contemplated hereunder.



## **SCHEDULE 4**

### **LIMITATIONS AND EXCLUSION OF VENDOR'S LIABILITIES**

#### **1. General**

The following provisions of this Schedule 4 shall limit the liability of the Vendor in relation to a Claim, except where a Warranty Claim arises as a result of fraud, gross negligence, wilful concealment and/or wilful misconduct on the part of the Vendor and/or the Vendor's Guarantor.

#### **2. Disclosure**

A Claim for breach of the Warranties (save for the Fundamental Warranties) shall be qualified by reference to those matters Disclosed. The Vendor will not be liable to the Purchaser in respect of the Warranties (save for Fundamental Warranties) to the extent of matters Disclosed.

#### **3. Time Limit on Claims**

Neither the Vendor nor the Vendor's Guarantor shall be liable (including for those under any of the Warranties) unless notice of the relevant Claim has been received by the Vendor not later than:

- (a) in the case of a liability relating to a Claim (other than a Tax Claim or a Warranty Claim relating to Taxation), the 2nd anniversary of the Completion Date; and
- (b) in the case of a liability relating to a Tax Claim or a Warranty Claim relating to Taxation, the 7th anniversary of the Completion Date.

#### **4. Lower Limit on Warranty Claims**

The Vendor shall only be liable in respect of any Warranty Claim against the Vendor if the amount of such Claim or the amount finally adjudicated or agreed as being payable in respect of such Claim is in excess of HK\$300,000 (provided however that claims which are similar in nature and/or arise out of a similar (but not the same) subject matter will for the purposes of this paragraph 4 be construed as an individual claim), in which event the Vendor shall be liable for the whole amount and not merely for the excess.

#### **5. Upper Limit on Liability for Claims**

Notwithstanding any other provision of this Agreement, the maximum liability of the Vendor in respect of all Claim(s) shall not exceed an aggregate amount equal to 100% of the Purchase Price.

#### **6. Changes in Legislation**

The Vendor shall not be liable to the extent that the matter giving rise to a Claim would not have arisen but for the passing of, or a change in, after the Completion Date, a written law, rule, regulation, judicial interpretation of the law, or written administrative practice of a Government Authority or an increase in the Tax rates or an imposition of Tax or a change in the generally accepted accounting principles which the Company is subject to, in each case with retrospective effect.

**7. Satisfaction of Equivalent Claims under Tax Indemnity**

The Vendor shall not be liable for a breach of any of the Warranties to the extent that the loss suffered by the Purchaser or the Company also gives rise to an equivalent claim under the Tax Indemnity and the Vendor has fully satisfied such equivalent claim without cost or expense to the Purchaser or the Company.

**8. Recovery from Another Person**

If the Vendor pays to the Purchaser an amount in respect of a Claim and the Purchaser subsequently recovers from another person (except the Company) an amount which is referable to the matter giving rise to the Claim:

- (a) if the amount paid by the Vendor in respect of the Claim is more than the Sum Recovered, the Purchaser shall as soon as reasonably practicable within fifteen (15) Business Days pay to the Vendor the Sum Recovered; and
- (b) if the amount paid by the Vendor in respect of the Claim is less than or equal to the Sum Recovered, the Purchaser shall as soon as reasonably practicable within fifteen (15) Business Days pay to the Vendor an amount equal to the amount paid by the Vendor.

For the purpose of this paragraph 8, “**Sum Recovered**” means an amount recovered and actually received from the other person, less (i) all reasonable costs, charges and expenses incurred by the Purchaser in recovering the amount from such person; and (ii) the amount of any Taxation which may be suffered or incurred by the Company and/or the Purchaser in consequence of such recovery.



## SCHEDULE 5

### COMPLETION ARRANGEMENTS

At Completion:

#### **1. Vendor's Obligations**

The Vendor shall deliver to the Purchaser or procure the delivery to the Purchaser of:

- (a) duly executed instruments of transfer and sold note in respect of the Sale Share, being the entire issued share capital of the Company as at Completion, including any additional share(s) issued or allotted pursuant to Clause 4.1(b), in favour of the Purchaser and/or its nominee(s);
- (b) such other documents (including any power of attorney) as may be required to give good title to the Sale Share or which may be necessary to enable the Purchaser or its nominees to procure the registration of the same in the name of the Purchaser or its nominee;
- (c) the original or certified copy of any power of attorney under which any document to be delivered to the Purchaser under this paragraph has been executed;
- (d) originals of the minutes of the board meetings of all directors of the Company held or the written resolutions of all directors of the Company under paragraph 2 of this Schedule 5;
- (e) letters of resignation duly executed by the existing directors, authorized representative(s) and auditors (if required by the Purchaser) of the Company in the agreed form and acknowledging that they have no outstanding claims whether for compensation for loss of office or on any other grounds whatsoever;
- (f) all title deeds and documents relating to the Property as set out in Schedule 2;
- (g) in respect of the Company:
  - (i) the common seal, signature chops and original certificate of incorporation;
  - (ii) the original statutory books (including registers of members, directors, transfers and charges) and minutes books (which shall be written up to but not including the date of Completion), share certificate books (including the cancelled share certificate(s) and the original current share certificate(s) in the name of the Vendor to the extent the same is in the possession of the Vendor), copies of the memorandum and articles of association;
  - (iii) in the possession and control of the Vendor and/or the Company, copies of all forms of the Company filed with the Companies Registry together with their respective acknowledgements of receipt;
  - (iv) the cheque books, bank statements, books of account (all complete and written up to Completion), all original audited financial statements, copies of tax returns filed, invoices and vouchers;

- (v) originals of subsisting business registration certificate (if any), all original subsisting insurance policies and original premium receipts for the foregoing policies, and original of all subsisting contracts to which the Company is a party (if any); and
  - (vi) other correspondence relating to the tax returns filed (if any) and all other documents, receipts or records relating to the Company and/or the Property including material operational documents and records relating to the operation of the Property which are in the possession or control of the Company or otherwise reasonably obtainable by the Company from the Operator, including the Co-operation Agreement and the Licence Agreements then in force which are in the possession of the Vendor or the Company;
- (h) where any Inter-Company Balances have been capitalised or converted into equity of the Company pursuant to Clause 4.1(b):
- (i) certified copies of all board resolutions and shareholder resolutions of the Company and the Vendor approving such capitalisation or conversion into equity and the allotment and issue of the relevant share(s);
  - (ii) if not already delivered under 1(g)(ii) above, the updated register of members of the Company, written up to Completion, showing the Vendor as the holder of the entire issued share capital of the Company immediately before Completion;
  - (iii) the original share certificate(s) in respect of all share(s) issued or allotted pursuant to such capitalisation or conversion into equity;
  - (iv) evidence reasonably satisfactory to the Purchaser that such share(s) are fully paid, free from all Encumbrances and form part of the Sale Shares to be transferred to the Purchaser at Completion;
  - (v) documentary evidence reasonably satisfactory to the Purchaser that such capitalisation or conversion into equity has been reflected in the Pro Forma Completion Accounts;
- (i) other than the Licensed Premises, vacant possession of the Property, the Chattels and all relevant keys, access device or other necessary authorisations or documents so as to enable the Purchaser to take possession of the Property and the Chattels (other than vacant possession of the Ground Floor Shop);
- (j) If any of the following documents is/are not delivered to the Purchaser at Completion, an original undertaking by the Vendor's Solicitors to deliver to the Purchaser's Solicitors subject to the usual qualifications of the Law Society of Hong Kong within twenty-one (21) days after the Completion Date:
- (i) originals of the Financing Documents and the Security Documents;
  - (ii) the original Releases in respect of the Security Documents duly executed by HSB together with their signed memorial(s) and forms (including Form NM2 together with copies of the relevant Releases certified by the solicitors acting



for HSB) for registration and filing at the Companies Registry and the Land Registry in Hong Kong and the Registrar of Corporate Affairs in the BVI (as the case may be), and the cheque(s) for the registration fees and filing fees payable therefor;

- (iii) a certified copy of the relevant power of attorney if the Releases are executed by HSB by its lawful attorney (if applicable) together with (if the relevant power of attorney is dated more than twelve (12) months before the date of the said deeds of release and discharge) a written confirmation from HSB confirming the non-revocation of such power of attorney, and such other documents required to prove due execution of the Releases as may be reasonably requested by the Purchaser's Solicitors;
- (iv) the original share certificate no. 3 of the Company issued in the name of the Vendor;
- (v) the cheque(s) for the registration fees and filing fees payable for the registration and filing of the Releases at the Companies Registry and the Land Registry in Hong Kong and the Registrar of Corporate Affairs in the BVI;
- (vi) the original Certificate of Registration of Charge for each Security Document which had been filed in the Registrar of Corporate Affairs in the BVI,

and, for the avoidance of doubt, all the costs and expenses incurred in relation to such Releases and the fees for the registration and filing thereof at the Companies Registry and the Land Registry in Hong Kong and the Registrar of Corporate Affairs in the BVI shall be borne by the Vendor;

- (k) the Deed(s) of Novation required in connection with the Novated Construction Rights & Liabilities having been duly executed by the Company, the Vendor, the Main Contractor, the Purchaser and the relevant Professional Party/Parties, each to be dated and take effect immediately upon Completion;
- (l) Cayman Islands legal opinion (in the form as reasonably agreeable to the Purchaser) on the good standing of the Vendor, the due execution and binding effect of this Agreement and the Deed of Novation as executed by the Vendor;
- (m) certificate of good standing of the Vendor and certificate of incumbency of the Vendor (which should be dated no earlier than five (5) Business Days before the Completion Date);
- (n) a letter to the registered agent of the Company executed by the existing instructing party of the Company, notifying the registered agent of the Company: (i) to change the instructing party of the Company to such person(s) as the Purchaser may designate, (ii) (if not already delivered under 1(g)(ii)) update the register of directors to reflect the resignation of the outgoing directors and the appointment of the incoming directors nominated by the Purchaser with effect from the Completion Date, and the register of members to record the Purchaser as the holder of the Sale Shares, and the register of charges to record the full and effective discharge and release of the Security Documents with effect from the Completion Date;

- (o) a certified copy of the board resolutions and the shareholders' resolutions of the Vendor approving this Agreement and each of the Other Documents to which it is a party and the transactions contemplated therein;
- (p) a certified copy of the board resolutions of the Vendor's Guarantor approving this Agreement and the transactions contemplated herein;
- (q) to the extent that the contracts referred to in Clause 8.5(a) have not lapsed upon Completion, originals of termination agreements in relation to those contracts, and such documentary evidence referred to in Clause 8.5;
- (r) electronic copies of the building plans approved by the Building Authority including any plans relating to any alterations and additions works, and the drawings and plans in relation to the Property, including full sets of schematic drawings, as-built drawings and current layout plans, as-built MVAC drawings, as-built electrical drawings, as-built plumbing and drainage drawings, as-built fire services drawings;
- (s) all necessary permits and approvals, each valid and subsisting at Completion, in respect of any facilities and equipment in the Property, including Forms 11 in respect of lifts and escalators, and Forms WR1 and WR2 inspection and testing records for all electrical installations; and
- (t) all documents and records relating to the facilities and equipment in the Property, including an equipment list and all operation and maintenance manuals which are in the possession of the Vendor and the Company.

## **2. Board Resolutions**

The Vendor shall procure a board meeting of the Company to be held at which resolutions shall be passed, or shall otherwise cause written resolutions of the directors of the Company to be passed:

- (a) to approve and give effect to the relevant matters referred to in paragraph 1 above which require approval and/or authorization of the Company;
- (b) to approve the Purchaser or its nominee for registration as the holder of the Sale Shares and to approve the updating of the register of members of the Company on the Completion Date to reflect such transfer with effect from Completion;
- (c) to accept the resignation of the directors, authorised representative(s) and auditors (if required by the Purchaser) referred to in paragraph 1(e) above and to appoint as new directors, authorised representative(s) and auditors (if any) of the Company such persons as the Purchaser may require by giving notice in writing to the Vendor not less than five (5) Business Days before the Completion Date, in each case with effect from Completion, and to approve the updating of the register of directors of the Company on the Completion Date to reflect such resignation and appointment with effect from Completion;
- (d) to update the register of charges of the Company on the Completion Date to reflect the full and effectual release and discharge of the Security Documents with effect from Completion;



- (e) to approve and give effect to any capitalisation or conversion into equity of any Inter-Company Balances pursuant to Clause 4.1(b), the allotment and issue of any share(s) in connection therewith, and the transfer of the entire issued share capital of the Company to the Purchaser at Completion; and
- (f) to approve and authorize such matters required to give effect to Clause 8.10 and the execution and delivery of all documents, instructions, mandates, forms, confirmations and undertakings required to give effect of Clause 8.10.

### **3. Purchaser's Obligations**

The Purchaser shall:

- (a) pay the Completion Payment or cause the Completion Payment to be made to the Vendor, HSB and/or the Vendor's Solicitors, as applicable, in accordance with Clauses 3.2, 3.6 and/or 3.6; and
- (b) deliver to the Vendor:
  - (i) a certified copy of the board resolutions and shareholders' resolutions of the Purchaser approving this Agreement and each of the Other Documents to which it is a party and the transactions contemplated therein; and
  - (ii) a certified copy of the counterpart of the instrument of transfer and bought and sold notes duly executed by the Purchaser in respect of the Sale Share.

## SCHEDULE 6

### RESTRICTED ACTIONS PENDING COMPLETION

1. Except with the prior written consent of the Purchaser or except for any transactions or matters expressly contemplated or expressly permitted under this Agreement, the Vendor will ensure that pending Completion, the Company shall not do or agree (conditionally or unconditionally) to do any of the following:
  - (a) dispose of, or grant any option or right of pre-emption in respect of, or acquire, any fixed asset of the Company;
  - (b) enter into any transaction, agreement, contract or commitment, or acquire or dispose of any interest in any asset, or assume or incur, or agree to assume or incur, a liability, obligation or expense (actual or contingent), in each case, exceeding HK\$300,000 (whether per instance or in aggregate as a series of transactions) or will impact the Company after Completion;
  - (c) enter into any joint venture, partnership or profit sharing arrangement;
  - (d) create, extend, grant or issue any Encumbrance (other than liens arising in the ordinary course of business) over any of the assets or the undertaking of the Company;
  - (e) create, extend or grant any guarantee, indemnity, performance bond or other contingent financial obligation (including letters of comfort or support), save in respect of utility guarantees given in the ordinary course of business;
  - (f) create, allot or issue any shares, loan capital, securities convertible into shares or any option or right to subscribe in respect of any shares, loan capital or securities convertible into shares, other than any allotment or issue of ordinary share(s) of the Company made solely for the purpose of capitalising or converting into equity any Inter-Company Balances in accordance with Clause 4.1(b), provided that such share(s) shall form part of the Sale Share(s) and shall be transferred to the Purchaser at Completion free from all Encumbrances;
  - (g) declare, pay or make any dividend or distribution;
  - (h) incur any liability in the nature of a borrowing;
  - (i) make or agree to make any capital commitment or approve any capital expenditure;
  - (j) knowingly or negligently allow any of its insurances to lapse or knowingly or negligently do anything to make any policy of insurance void or voidable or would or would be likely to, increase any premium payable in respect of such policy or prejudice the ability to effect equivalent insurance in the future;
  - (k) alter the provisions of its memorandum and articles of association or other constitutional documents or adopt or pass regulations or resolutions inconsistent with them;
  - (l) reduce the share capital of the Company;



- (m) enter into, amend or terminate any tenancy, licence (except the Licence Agreements) or lease agreement in respect of any Property or create, acquire or dispose of any interest in the Property;
- (n) appoint any directors, secretaries or attorneys;
- (o) start, settle, compromise, release, discharge or compound any civil, criminal, arbitration or other proceedings or any liability, claim, action, demand or dispute or waive any right in respect of the foregoing;
- (p) make or issue any return or correspondence in connection with Taxation; and
- (q) pass any resolution in general meeting (other than any resolution constituting ordinary business conducted at an annual general meeting).

2. The Vendor shall or shall ensure that the Company shall:

- (a) promptly notify the Purchaser of any circumstances or events which may give rise to any claims or liabilities including Taxation (whether present or future, actual or contingent and joint or several) howsoever relating to the Company or the Property; and
- (b) notify the Purchaser promptly of any notice received by them or the Company, from any Government Authority in respect of the Property.

## SCHEDULE 7

### COMPLETION ACCOUNTS

#### 1. Preparation of Pro Forma Completion Accounts

The Vendor shall, at its sole cost, procure that a pro forma statement of financial position of the Company as at Completion and a pro forma statement of comprehensive income of the Company for the period from 1 April 2026 to the Completion Date (collectively “**Pro Forma Completion Accounts**”) be prepared:

- (a) to make full provision for Tax attributable to the period from 1 April 2026 to the Completion Date in accordance with the prevailing regulations and assessing practice of the Inland Revenue Department of Hong Kong;
- (b) to reflect that all monies received and receivable and outgoings paid and payable in respect of the Property shall be apportioned so that all such monies and outgoings up to and inclusive of the Completion Date shall effectively be for the account of the Vendor and all such monies and outgoings as from but exclusive of the Completion Date shall effectively be for the account of the Purchaser; and
- (c) subject to paragraphs 1(a) and 1(b), in accordance with the same accounting and valuation policies, principles, bases and methods applied on a consistent basis as used in preparing the Accounts or, if not referred to therein, in accordance with all applicable laws and HKFRS, and presented in the form set out in Schedule 11.

#### 2. Delivery of the Pro Forma Completion Accounts

- (a) Following preparation of the Pro Forma Completion Accounts referred to in paragraph 1, the Vendor shall procure that such Pro Forma Completion Accounts be delivered to the Purchaser as soon as reasonably practicable but in any event no later than eight (8) Business Days prior to (but excluding) the Completion Date (or within such other period as the Vendor and the Purchaser may agree in writing) for review by the Purchaser.
- (b) The Vendor and the Purchaser shall use their respective commercially reasonable endeavours to agree on the Pro Forma Completion Accounts at least six (6) Business Days prior to (but excluding) the Completion Date. Following agreement of the Pro Forma Completion Accounts, for the purposes of Clause 3.1(b), the amount of the Net Asset Value shall be determined by reference to the Pro Forma Completion Accounts as agreed between the Vendor and the Purchaser. Failing agreement as aforesaid, for the purposes of Clause 3.1(b), the Net Asset Value shall be determined by reference to the Pro Forma Completion Accounts as prepared and delivered by the Vendor in accordance with paragraphs 1 and 2(a), without prejudice to any final adjustment to the Initial Purchase Price pursuant to Clause 3.5.

#### 3. Preparation and Delivery of Provisional Completion Accounts

Following Completion, the Vendor shall cooperate with the Purchaser and shall procure that a statement of financial position of the Company for the period from 1 April 2026 to the Completion Date (“**Provisional Completion Accounts**”) shall be prepared in accordance with



the principles set out in paragraph 1 and audited by the Auditors, and shall procure that the Auditors shall deliver the audited Provisional Completion Accounts to the Vendor and the Purchaser as soon as reasonably practicable but in any event no later than forty five (45) Business Days following the Completion Date (or within such other period as the Vendor and the Purchaser may agree in writing) for review by the Purchaser.

**4. Review of the Provisional Completion Accounts**

- (a) The Vendor and the Purchaser shall have twenty five (25) Business Days from receipt of the audited Provisional Completion Accounts from the Auditors (“**Review Period**”) to review and approve the audited Provisional Completion Accounts. If the audited Provisional Completion Accounts are so approved, the audited Provisional Completion Accounts so approved shall constitute the Completion Accounts for the purposes of this Agreement and shall be final and binding on the parties.
- (b) If the audited Provisional Completion Accounts are not approved by the Vendor (on the one part) or the Purchaser (on the other part) within the Review Period pursuant to paragraph 4(a), the Vendor or the Purchaser (as the case may be) shall notify the other party(ies) and the Auditors of its disapproval in writing, together with details of the grounds supporting its disapproval, before the expiry of the Review Period (“**Dispute Notice**”). The Auditors shall within twenty five (25) Business Days from receipt of the Dispute Notice review the grounds of disapproval as specified in the Dispute Notice and determine the Provisional Completion Accounts. In so determining the Provisional Completion Accounts, the Auditors shall act as an expert and not as an arbitrator. The Provisional Completion Accounts so determined by the Auditors shall constitute the Completion Accounts for the purposes of this Agreement and shall be final and binding on the parties, save in the event of manifest error (whereupon the matter shall be remitted to the Auditors for correction).
- (c) The Auditors shall be jointly appointed by the Vendor and the Purchaser, and the costs and expenses arising from the preparation and audit of the Provisional Completion Accounts and the review under paragraph 4(b) shall be borne by the Vendor as to one half and the Purchaser as to the other half, provided that the Vendor’s aggregate liability for such costs and expenses shall not exceed HK\$40,000. If such costs and expenses exceed HK\$80,000, the Vendor shall only be required to bear HK\$40,000 and the Purchaser shall bear all remaining costs and expenses.

**5. Access to Books and Records**

The Purchaser and the Vendor shall give (and the Purchaser shall procure that the Company shall give) each other and the Auditors full access to all their respective books and records under their possession or under their control to enable the preparation and delivery of the Provisional Completion Accounts (including the performance of the audit works in relation thereto) and provide calculations and working papers and give such assistance as each other or the Auditors may reasonably request in order to carry out their review of the audited Provisional Completion Accounts.

**6. Determination of the Net Asset Value**

Following agreement or determination of the Completion Accounts in accordance with this Schedule 7, for the purposes of Clause 3.5, the amount of the Net Asset Value shall be determined by reference to the Completion Accounts.



## SCHEDULE 8

### CONTRACTS

| No. in VDR | Products / Services Provider                    | Nature                          | Contract Period | Amount (HK\$) (Unless otherwise specified) | Status |
|------------|-------------------------------------------------|---------------------------------|-----------------|--------------------------------------------|--------|
| The Quad   |                                                 |                                 |                 |                                            |        |
| 1.         | Ronald Lu & Partners (Hong Kong) Limited (RLP)  | Architect and Authorized Person | -               | 433,500                                    |        |
| 2.         | JMK Consulting Engineers Limited (JMK)          | Structural Engineer             | -               | 66,000                                     |        |
| 3.         | Aecom Cost Consulting (HK) Limited (Aecom)      | Quantity Surveyor               | -               | 68,000                                     |        |
| 4.         | Consolidated Consulting Engineers Limited (CCE) | Building Services Engineer      | -               | 59,000                                     |        |

## SCHEDULE 9

### INSURANCES

| No. | Insurer                           | Policy No.    | Term                         | Type                                   |
|-----|-----------------------------------|---------------|------------------------------|----------------------------------------|
| 1.  | Chubb Insurance Hong Kong Limited | HSBL506184/26 | 16 July 2026 to 15 July 2027 | Commercial General Liability Insurance |
| 2.  | Chubb Insurance Hong Kong Limited | CMBR00001512  | 16 July 2026 to 15 July 2027 | Property All Risks Insurance           |



## SCHEDULE 10

### CERTIFICATES, PERMITS AND LICENCES

| #                             | Name                                                                           | Licence Period                     | Issuing Corporation / Government Department                                | Licensed Address                                           | Remarks                                                                                                                    | Certificate / Licence no. |
|-------------------------------|--------------------------------------------------------------------------------|------------------------------------|----------------------------------------------------------------------------|------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------|---------------------------|
| <b>Success Active Limited</b> |                                                                                |                                    |                                                                            |                                                            |                                                                                                                            |                           |
| 1.                            | Occupation Permit                                                              | Issued on 27 March 2025            | Building Authority / Buildings Department                                  | 478 Chatham Road North, Kowloon                            | Permit to occupy the new building.                                                                                         | KN14/2025/OP              |
| 2.                            | Certificate of Compliance Registration (Buildings Energy Efficiency Ordinance) | 22 January 2026 to 21 January 2036 | Electrical and Mechanical Services Department (EMSD)                       | THE QUAD, 478 Chatham Road North, Hung Hom, Kowloon        | COCR issued for compliance with the Code of Practice for Energy Efficiency of Building Services Installation 2021 Edition. | 34-21568                  |
| 3.                            | Work Completion Certificate (WR1) - Transformer Room                           | Certified on 8 November 2024       | Electrical and Mechanical Services Department (EMSD)                       | Transformer Room, 3/F, 470-478 Chatham Road North, Kowloon | Fixed electrical installation completed and certified.                                                                     | WR1 - Transformer Room    |
| 4.                            | Work Completion Certificate (WR1) - Floors 7-28                                | Certified on 24 April 2025         | Electrical and Mechanical Services Department (EMSD)                       | Floors 7-28, 470-478 Chatham Road North, Kowloon           | Fixed electrical installation for Floors 7-28.                                                                             | WR1 - Floors 7-28         |
| 5.                            | Work Completion Certificate (WR1) - 5/F Club House                             | Certified on 7 August 2025         | Electrical and Mechanical Services Department (EMSD)                       | Club House, 5/F, 470-478 Chatham Road North, Kowloon       | Fixed electrical installation for 5/F Club House.                                                                          | WR1 - 5/F Club House      |
| 6.                            | Fire Service Installation and Equipment Certificate (Annual Inspection)        | 12 March 2026 to 11 March 2027     | Fire Services Department / Registered Fire Service Installation Contractor | The Quad, No. 478 Chatham Road North, Hung Hom, Kowloon    | Annual inspection covering fire alarm system, emergency                                                                    | A 9590040                 |

| #                             | Name                                                                     | Licence Period                       | Issuing Corporation / Government Department                                          | Licensed Address                                            | Remarks                                                                                             | Certificate / Licence no.     |
|-------------------------------|--------------------------------------------------------------------------|--------------------------------------|--------------------------------------------------------------------------------------|-------------------------------------------------------------|-----------------------------------------------------------------------------------------------------|-------------------------------|
| <b>Success Active Limited</b> |                                                                          |                                      |                                                                                      |                                                             |                                                                                                     |                               |
|                               |                                                                          |                                      |                                                                                      |                                                             | lighting, fire detection system and sprinkler system.                                               |                               |
| 7.                            | Fire Service Installation and Equipment Certificate (Annual Inspection)  | 12 March 2026 to 11 March 2027       | Fire Services Department / Registered Fire Service Installation Contractor           | The Quad, No. 478 Chatham Road North, Hung Hom, Kowloon     | Annual inspection covering FH/HR system and exit signs.                                             | A 9590041                     |
| 8.                            | Fire Service Installation and Equipment Certificate (Annual Inspection)  | 25 February 2026 to 24 February 2027 | Fire Services Department / Registered Fire Service Installation Contractor           | The Quad, No. 470-478 Chatham Road North, Hung Hom, Kowloon | Annual inspection covering fire extinguishers.                                                      | A 9833142                     |
| 9.                            | Fire Service Installation and Equipment Certificate                      | Issued on 20 May 2026                | Fire Services Department / Sun Fung (E & M) Service Company                          | The Quad, No. 478 Chatham Road North, Hung Hom, Kowloon     | Fire alarm system repair/replacement works completed and certified.                                 | Serial No. 028504330000260107 |
| 10.                           | Fire Service Installation and Equipment Certificate                      | Issued on 20 May 2026                | Fire Services Department / Sun Fung (E & M) Service Company                          | The Quad, No. 478 Chatham Road North, Hung Hom, Kowloon     | Fire detection system repair/replacement works completed and certified.                             | Serial No. 028504330000260108 |
| 11.                           | Annual Inspection Certificate - Building Ventilating Systems Regulations | Inspection completed on 16 June 2026 | Buildings Department / Registered Specialist Contractor (Ventilation Works Category) | No. 470-478 Chatham Road North, To Kwa Wan, Kowloon         | Annual inspection certificate for dampers, filters and precipitators; no excluded locations stated. | Contractor Ref. LS-23007_2026 |
| 12.                           | Use Permit (Lift No. 1)                                                  | 21 November 2025 to 19 December 2026 | Electrical and Mechanical Services Department (EMSD)                                 | 470-478 Chatham Road North, Hung Hom, Kowloon               | Lift No. 1; Location ID 1213585-001.                                                                | Permit No. 250053459          |



| #                             | Name                    | Licence Period                          | Issuing Corporation / Government Department             | Licensed Address                                    | Remarks                                 | Certificate / Licence no. |
|-------------------------------|-------------------------|-----------------------------------------|---------------------------------------------------------|-----------------------------------------------------|-----------------------------------------|---------------------------|
| <b>Success Active Limited</b> |                         |                                         |                                                         |                                                     |                                         |                           |
| 13.                           | Use Permit (Lift No. 2) | 21 November 2025 to<br>13 December 2026 | Electrical and Mechanical<br>Services Department (EMSD) | 470-478 Chatham Road<br>North, Hung Hom,<br>Kowloon | Lift No. 2; Location ID<br>1213585-002. | Permit No. 250053460      |
| 14.                           | Use Permit (Lift No. 3) | 8 January 2026 to 7<br>February 2027    | Electrical and Mechanical<br>Services Department (EMSD) | 470-478 Chatham Road<br>North, Hung Hom,<br>Kowloon | Lift No. 3; Location ID<br>1213585-003. | Permit No. 250063414      |
| <b>Total</b>                  |                         |                                         |                                                         |                                                     |                                         | <b>14</b>                 |

## SCHEDULE 11

### FORM OF COMPLETION ACCOUNTS

SUCCESS ACTIVE LIMITED

#### STATEMENT OF FINANCIAL POSITION AS AT COMPLETION DATE

---

##### NON-CURRENT ASSETS

Property, plant and equipment \*

##### CURRENT ASSETS

Inventories \*

Trade receivables (including insurance proceeds receivables) \*

Other deposits and prepayments

Bank balances and cash

Insurance proceeds received \*

Other bank balances and cash

##### CURRENT LIABILITIES

Trade and other payables, other deposits received and accruals

Contract liabilities

Bank loan \*

##### NET CURRENT LIABILITIES

##### TOTAL ASSETS LESS CURRENT LIABILITIES

##### CAPITAL AND RESERVE

Share capital \*

Retained profits \*

##### TOTAL EQUITY

##### NON-CURRENT LIABILITY

Deferred tax liability \*

Net Asset Value

- \* For the avoidance of doubt, the items marked with an asterisk (\*) above shall be excluded from the calculation of the Net Asset Value for adjustment in accordance with Clauses 3.1(b) and 3.5.



## SCHEDULE 12

### NOVATED CONSTRUCTION RIGHTS & LIABILITIES

| No.    | Description of Works / Services                     | Contract / Invoice / Claim Reference               | Amount (HK\$) |
|--------|-----------------------------------------------------|----------------------------------------------------|---------------|
| 1.     | Main Contract                                       | Articles of Agreement dated 5 Sep 2023             | 33,766,500 *  |
| 2.     | Foundation Contract                                 | Articles of Agreement dated 5 Sep 2022             | 2,076,646.07* |
| 3.     | Architect (Ronald Lu & Partners (HK) Ltd)           | Ref 19065KL/001/C[FD] dated 17 April 2019          | 433,500       |
| 4.     | Structural Engineer (JMK Consulting Engineers Ltd)  | Ref JMK/19-32(F)/HK/ST/al/190491 dated 4 July 2019 | 66,000        |
| 5.     | QS Consultant (Aecom Cost Consulting (HK) Ltd)      | Signed on 17 Oct 2019                              | 68,000        |
| 6.     | BS Engineer (Consolidated Consulting Engineers Ltd) | Ref CCE/PP312-2 dated 2 July 2019                  | 59,000        |
| Total: |                                                     |                                                    | 36,469,646.07 |

\*subject to further negotiations with the Main Contractor.

**SCHEDULE 13**

**FORM(S) OF DEED(S) OF NOVATION**

Form A

Dated the [●] day of [●] 2026

**SUCCESS ACTIVE LIMITED**

**and**

**YUE HENG REAL ESTATE HOLDINGS LIMITED**

**and**

**CHIU & LEE PARTNERS CONSTRUCTION COMPANY LIMITED**

**and**

**QUANTUM LIVING ACCOMMODATION LIMITED**

---

**DEED OF NOVATION**

---



**THIS DEED** is dated [●] 2026 and is made

**BETWEEN**

- (1) **SUCCESS ACTIVE LIMITED**, a company incorporated in the British Virgin Islands whose registered office is at OMC Chambers, Wickhams Cay I, Road Town, Tortola, British Virgin Islands (the “**Company**”);
- (2) **YUE HENG REAL ESTATE HOLDINGS LIMITED** 宇恒地產控股有限公司, a company incorporated in the Cayman Islands whose registered office is at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands (the “**Assignee**”);
- (3) **CHIU & LEE PARTNERS CONSTRUCTION COMPANY LIMITED** 凱德工程有限公司, a company incorporated in Hong Kong whose registered office is at Unit 1701, 17/F., Stelux House, 698 Prince Edward Road East, San Po Kong, Kowloon (the “**Main Contractor**”); and
- (4) **QUANTUM LIVING ACCOMMODATION LIMITED**, a BVI company incorporated under the laws of the British Virgin Islands with BVI company no. 2215665.

**WHEREAS:**

- (A) On [●] 2026, the Assignee as the vendor and the Purchaser as the purchaser entered into a sale and purchase agreement (the “**Share Agreement**”), pursuant to which the Assignee agreed to sell and the Purchaser agreed to purchase the entire share capital of the Company and so that, upon completion of the transaction, the Company shall be wholly owned by the Purchaser (the “**Transaction**”).
- (B) The Company and the Main Contractor are parties to the main contract dated 5 September 2023 and the excavation and lateral support and foundation works contract dated 5 September 2022 (collectively, the “**Construction Contracts**”).
- (C) Under the Construction Contracts, certain construction costs, the maximum amounts of which have been particularised in the Schedule, are still subject to further negotiations and have not been settled between the Company and the Main Contractor (the “**Unpaid Construction Cost**”) as at the date of this Deed (the “**Effective Date**”).
- (D) As a requirement for completing the Transaction under the Share Agreement, this Deed shall be executed by the parties hereto to effect the following:-
  - (i) The Company shall assign and transfer absolutely all of its rights, title, interests, benefits, entitlements, remedies, causes of action, claims whatsoever in connection with the Unpaid Construction Costs (the “**Unpaid Construction Costs Entitlement**”) to the Assignee, and the Assignee shall assume all the Unpaid Construction Costs Entitlement.
  - (ii) The Company shall transfer all of its obligations and liabilities under the Construction Contracts, including the liability to pay the Unpaid Construction Costs to the Main Contractor, to the Assignee, and the Assignee shall assume all of the obligations and liabilities of the Company to the Main Contractor under or in connection with the Construction Contracts, while the Company shall retain all rights, title, interests, benefits and remedies under or in connection with the Construction Contracts.
- (E) The parties have agreed to (a) assign and transfer absolutely all the Unpaid Construction Costs Entitlement to the Assignee and to give effect to the assumption of all the Unpaid Construction Costs Entitlement by the Assignee; (b) novate the Company's obligations and liabilities under the

Construction Contracts to the Assignee and to give effect to the assumption of obligations and liabilities by the Assignee, (c) release of the Company by the Main Contractor and (d) retention by the Company of its rights under the Construction Contracts (save for the rights, title, interests, benefits, entitlements and remedies in connection with the Unpaid Construction Costs), all subject to and upon the terms of this Deed with effect from the Effective Date.

**NOW THIS DEED WITNESSETH** as follows:

**1. NOVATION**

With effect from the Effective Date,

- 1.1** the Company absolutely assigns and transfers, and the Assignee shall be entitled to, all the Unpaid Construction Costs Entitlement. Each of the Purchaser and the Main Contractor hereby irrevocably and unconditionally agrees and confirms that, insofar as the Unpaid Construction Costs are concerned, the Assignee shall be entitled to exercise all the Unpaid Construction Costs Entitlement as if it were the employer of the Construction Contracts.
- 1.2** the Assignee assumes and agrees to pay, perform, satisfy and discharge all obligations, covenants, undertakings, duties, liabilities, claims and demands of the Company to the Main Contractor, including the liability to pay the Unpaid Construction Costs, whether present or future, actual or contingent, known or unknown, ascertained or unascertained under the Construction Contracts. The Main Contractor irrevocably and unconditionally agrees and confirms that it shall look solely to the Assignee, and not to the Company, in respect of all such obligations, liabilities, claims and demands under and in connection with the Construction Contracts.
- 1.3** the Company shall remain entitled to claim, enforce and obtain the benefit of all of its rights, title, interests, benefits, warranties, guarantees, indemnities, defect rectification obligations, defects liability obligations and other rights and remedies under or in connection with the Construction Contracts. For the avoidance of doubt, nothing in this Deed shall transfer, assign, novate, release, discharge, prejudice or otherwise affect any right, title, interest, benefit, warranty, guarantee, indemnity, cause of action, claim, remedy or other entitlement of the Company under or in connection with the Construction Contracts, all of which shall remain vested in and enforceable by the Company.

**2. RELEASE OF OBLIGATIONS AND LIABILITIES**

- 2.1** The Main Contractor irrevocably and unconditionally releases and discharges the Company from all claims, demands, obligations, liabilities, actions, proceedings, costs, expenses and amounts of any nature, whether present or future, actual or contingent, known or unknown, ascertained or unascertained, which the Main Contractor has or may have against the Company arising out of or in connection with the Construction Contracts.
- 2.2** Subject to the terms of this Deed, nothing in this Deed shall release, discharge, waive, compromise, limit or otherwise prejudice any obligation or liability of the Main Contractor to the Company under or in connection with the Construction Contracts, including any warranty, guarantee, indemnity, defect rectification obligation, defects liability obligation or other obligation relating to the works, services or materials under the Construction Contracts.
- 2.3** The Main Contractor shall not bring or assert against the Company any claim, demand, action, proceeding or other right in respect of any obligation or liability assumed by the Assignee under this Deed, whether arising before, on or after the Effective Date.



**3. REMAINING PROVISIONS UNAFFECTED**

- 3.1** Except as specifically amended or supplemented by this Deed, all other terms and conditions of the Construction Contracts shall remain in full force and effect. With effect from the Effective Date, the Construction Contracts as amended by this Deed shall be read as a single integrated document incorporating the amendments effected by this Deed.

**4. INDEMNITY**

- 4.1** The Assignee shall, on demand, indemnify and keep indemnified the Company against all liabilities, costs, expenses, damages and losses suffered or incurred by the Company arising out of or in connection with the Construction Contracts as a result of the Assignee's failure to perform or satisfy its assumed obligations or liabilities in respect of the Construction Contracts under this Deed.
- 4.2** All the provisions with respect to the limitations and exclusions of the vendor's liabilities and obligations under the Share Agreement (including without limitation those set out in Schedule 4 to the Share Agreement) shall also apply, to the extent applicable, to the indemnity given by the Assignee under Clause 4.1, as if they were expressly incorporated into this Deed.

**5. PURCHASER'S CONFIRMATION**

- 5.1** The Purchaser, as the purchaser in the Transaction under the Share Agreement, hereby (a) acknowledges, agrees and confirms the arrangements contemplated in this Deed and (b) after completion of the Transaction pursuant to the terms of the Share Agreement, undertakes to the Assignee and the Main Contractor to procure the Company to comply with the terms and provisions of this Deed.

**6. MAIN CONTRACTOR'S CONFIRMATION**

- 6.1** The Main Contractor hereby confirms and undertakes to the Assignee and the Company that, notwithstanding anything provided in the Construction Contracts or in this Deed, (a) the Unpaid Construction Cost is the only issue which has yet to be resolved or addressed between the Company (before novation) and the Main Contractor under the Construction Contracts; (b) apart from the Unpaid Construction Cost, there is no other outstanding or unresolved issues under the Construction Contracts; and (c) after the Effective Date, the Main Contractor shall only approach the Assignee (but not the Company) to deal with any issue or matter in relation to the Unpaid Construction Cost.

**7. NOTICES**

- 7.1** Every notice or communication under this Deed must be in writing and may, without prejudice to any other form of delivery, be delivered personally or sent by post, transmitted by fax or sent by e-mail.
- 7.2** Subject to Clause 7.4, the authorised address, fax number and e-mail address of each party for the purpose of this Deed are as follows:

**Company**

Address: 7/F, Block A, Phase 6, Hong Kong Spinners Building, 481-483 Castle Peak Road, Cheung Sha Wan, Hong Kong.

Fax: 2745 7131  
Email: [projectshirt@easyknit.com](mailto:projectshirt@easyknit.com)  
For the attention of: Ms. Koon Ho Yan Candy

**Assignee**

Address: 7/F, Block A, Phase 6, Hong Kong Spinners Building, 481-483 Castle Peak Road, Cheung Sha Wan, Hong Kong.  
Fax: 2745 7131  
Email: [projectshirt@easyknit.com](mailto:projectshirt@easyknit.com)  
For the attention of: Ms. Koon Ho Yan Candy

**Main Contractor**

Address: Unit 1701, 17/F., Stelux House, 698 Prince Edward Road East, San Po Kong, Kowloon  
Fax: 2155 9691  
Email: [info@clpc.com.hk](mailto:info@clpc.com.hk)  
For the attention of: Mr. Keung Yun Yuen

**Purchaser**

1. Address: 24/F, Shanghai Commercial Bank Tower, 12 Queen's Road Central, Central, Hong Kong  
Email: [projectshirt@bgo.com](mailto:projectshirt@bgo.com)  
For the attention of: Mr. Steven Duong, Mr. Grant Chien and Mr. Henry Chan of BentallGreenOak China Investment Advisers Limited  
2. Address: 32/F, East Tower, Cheung Kong Centre II, No. 10 Harcourt Road, Central, Hong Kong  
Email: [projectshirt@welkinlinks.com](mailto:projectshirt@welkinlinks.com)  
For the attention of: Ms. Amy Huang, Mr. Keith Tsang and Mr. Jason Tan of Welkin Links Capital Limited  
3. Address: 805, 8F, China Merchants Plaza, No. 303 Des Voeux Road Central, Sheung Wan, Hong Kong  
Email: [jin.guo@cmcreit.com.hk](mailto:jin.guo@cmcreit.com.hk) / [zhangzhe01@cmhk.com](mailto:zhangzhe01@cmhk.com) / [wilson.she@cmcreit.com.hk](mailto:wilson.she@cmcreit.com.hk)



For the attention of: Mr. Guo Jin, Mr. Zhang Zhe and Mr. Wilson She of China Merchants Land Asset Management Limited

- 7.3 No change in any of the particulars set out in Clause 7.2 shall be effective against a party until it has been notified to that party in writing.
- 7.4 A notice or communication shall be deemed to have been duly given and received:
- (a) on personal delivery to any director or the secretary of an addressee or on a business day to a place for the receipt of letters at that addressee's authorised address;
  - (b) in the case of posting, where the addressee's authorised address is in the same country as the country of posting, at 5:00 p.m. local time on the second business day after the day of posting;
  - (c) in the case of posting, where the addressee's authorised address is not in the same country as the country of posting, at 5:00 p.m. (local time at the place where that address is located) on the fifth business day after the day of posting;
  - (d) in the case of a fax, on issue to the sender of an O.K. result confirmation report or, if the day of issue is not a business day, at 10 a.m. (local time where the authorised fax number of the intended recipient is located) on the next business day; and
  - (e) in the case of an e-mail, on sender's receipt of a "delivery receipt" or reply e-mail from any relevant recipient.
- 7.5 For the purpose of Clause 7.4, a "business day" means a day which is not a Saturday or a Sunday or a public holiday in the country of posting or transmission or in the country where the authorised address, fax number or email address of the intended recipient is located and, where a notice is posted, which is not a day when there is a disruption of postal services in either country which prevents collection or delivery.

## 8. **PROCESS AGENT**

- 8.1 The service of any process connected with proceedings in the Hong Kong courts and relating to this Deed shall be deemed to have been validly served on the Company or the Assignee if it is served on the process agent whose name and present address are set out below against the name of that party and service shall be deemed to have been acknowledged by that party if it is acknowledged by that process agent.

| Party    | Process Agent                                                                                                                                                                            |
|----------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Company  | Success Active Limited of Block A, 7th Floor, Phase 6, Hong Kong Spinners Building, 481-483 Castle Peak Road, Cheung Sha Wan, Kowloon, Hong Kong<br><br>Attention: Ms. Koon Ho Yan Candy |
| Assignee | Yue Heng Real Estate Holdings Limited 宇恒地產控股有限公司 of Block A, 7th Floor, Phase 6, Hong Kong Spinners Building, 481-483 Castle Peak Road, Cheung Sha Wan, Kowloon, Hong Kong               |

**9. ENTIRE AGREEMENT**

- 9.1** This Deed and the Construction Contracts, as amended and supplemented by this Deed, contain the entire agreement between the parties to this Deed as to their subject matter and supersede any previous agreement, arrangement, understanding or communication between them relating to that subject matter.

**10. NO WAIVER**

- 10.1** No failure or delay by any party to exercise any right under this Deed or otherwise shall operate as a waiver of that right or any other right, nor shall any single or partial exercise of any right preclude any other or further exercise of that right or the exercise of any other right.

**11. SEVERANCE**

- 11.1** If any provision of this Deed is not or ceases to be legal, valid, binding or enforceable under the law of any jurisdiction, neither the legality, validity, binding effect or enforceability of the remaining provisions under that law nor the legality, validity, binding effect or enforceability of that provision under the law of any other jurisdiction shall be affected.

**12. AMENDMENTS**

- 12.1** No amendment to this Deed shall be effective unless in writing and executed by all parties to this Deed.

**13. EXPENSES**

- 13.1** Each party is responsible for its own legal and other expenses incurred in the negotiation, preparation, execution and completion of this Deed.

**14. FURTHER ASSURANCE**

- 14.1** Each party shall do, execute and perform, and shall use reasonable endeavours to procure that any relevant third party does, executes and performs, all such further deeds, documents, assurances, acts and things as may reasonably be required to give effect to this Deed.

**15. RIGHTS OF THIRD PARTIES**

- 15.1** This Deed does not confer any rights on any person or party (other than the parties to this Deed) under the Contracts (Rights of Third Parties) Ordinance (Cap. 623).

**16. COUNTERPARTS**

- 16.1** This Deed 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 instrument.



**17. GOVERNING LAW AND JURISDICTION**

- 17.1** This Deed is governed by and shall be construed in accordance with Hong Kong law. For the purpose of the novation and the issues in relation to this Deed, the parties submit to the non-exclusive jurisdiction of the Hong Kong courts and each party waives any objection to proceedings in Hong Kong on the grounds of venue or inconvenient forum.
- 17.2** As between the Assignee and the Main Contractor on the Unpaid Construction Cost, it was expressly agreed between the Assignee and the Main Contractor that, in case any dispute or difference shall arise between them in relation to the Unpaid Construction Cost, then such dispute or difference shall be resolved in accordance with the dispute resolution provisions as provided in the Construction Contracts.

IN WITNESS whereof this Deed has been duly executed and delivered as a deed on the day and year first above written.

**Execution by the Company**

SEALED with the Common Seal of )  
SUCCESS ACTIVE LIMITED )  
and SIGNED by )  
 )  
in the presence of / whose signature(s) is/are )  
 )  
verified by : )



**Execution by the Assignee**

**SEALED** with the **Common Seal** of )  
**YUE HENG REAL ESTATE HOLDINGS** )  
**LIMITED** and SIGNED by )  
 )  
the presence of / whose signature(s) is/are )  
 )  
verified by : )

**Execution by the Main Contractor**

**SEALED** with the **Common Seal** of )  
**Chiu & Lee Partners** )  
**Construction Company Limited** )  
and **SIGNED** by )  
in the presence of : )



**Execution by the Purchaser**

**SEALED** with the **Common Seal** of )  
**QUANTUM LIVING ACCOMMODATION** )  
**LIMITED** and SIGNED by )  
 )  
 )  
the presence of / whose signature(s) is/are )  
 )  
verified by : )

## Schedule

### Unpaid Construction Costs owed by the Company to the Main Contractor under the Construction Contracts as at the Effective Date

| Supplier name         | Nature                                     | HKD                  |
|-----------------------|--------------------------------------------|----------------------|
| The Main Contractor   | Main Contract total awarded contract value | 249,734,000          |
| (Main Contract)       | Amounts paid ( up to the 27th )            | <u>(212,967,500)</u> |
|                       | Amounts unpaid (maximum)                   | <u>36,766,500</u>    |
| The Main Contractor   | Foundation contract value (to be agreed)   | 28,621,646.07        |
| (Foundation Contract) | Amounts paid                               | <u>(26,545,000)</u>  |
|                       | Amounts unpaid (maximum)                   | <u>2,076,646.07</u>  |

\* Subject to further negotiations between the Company and with the Main Contractor.



Form B

Dated the [●] day of [●] 2026

**SUCCESS ACTIVE LIMITED**

**and**

**YUE HENG REAL ESTATE HOLDINGS LIMITED**

**and**

**[relevant Professional Party]**

**and**

**QUANTUM LIVING ACCOMMODATION LIMITED**

---

**DEED OF NOVATION**

---

**THIS DEED** is dated [●] 2026 and is made

**BETWEEN**

- (1) **SUCCESS ACTIVE LIMITED**, a company incorporated in the British Virgin Islands whose registered office is at OMC Chambers, Wickhams Cay I, Road Town, Tortola, British Virgin Islands (the "**Company**");
- (2) **YUE HENG REAL ESTATE HOLDINGS LIMITED** 宇恒地產控股有限公司, a company incorporated in the Cayman Islands whose registered office is at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands (the "**Assignee**");
- (3) [●], a company incorporated in [●] whose registered office is at [●] (the "[**relevant Professional Party**]"); and
- (4) **QUANTUM LIVING ACCOMMODATION LIMITED**, a BVI company incorporated under the laws of the British Virgin Islands with BVI company no. 2215665.

**WHEREAS:**

- (A) On [●] 2026, the Assignee as the vendor and the Purchaser as the purchaser entered into a sale and purchase agreement (the "**Share Agreement**"), pursuant to which the Assignee agreed to sell and the Purchaser agreed to purchase the entire share capital of the Company and so that, upon completion of the transaction, the Company shall be wholly owned by the Purchaser (the "**Transaction**").
- (B) The Company and [relevant Professional Party] are parties to the main contract dated 5 September 2023 and the excavation and lateral support and foundation works contract dated 5 September 2022 (collectively, the "[**relevant professional appointment, engagement or contract with a Professional Party**]").
- (C) Under the [relevant professional appointment, engagement or contract with a Professional Party], certain construction costs, the maximum amounts of which have been particularised in the Schedule, are still subject to further negotiations and have not been settled between the Company and [relevant Professional Party] (the "**Unpaid Construction Cost**") as at the date of this Deed (the "**Effective Date**").
- (D) As a requirement for completing the Transaction under the Share Agreement, this Deed shall be executed by the parties hereto to effect the following:-
  - (i) The Company shall assign and transfer absolutely all of its rights, title, interests, benefits, entitlements, remedies, causes of action, claims whatsoever in connection with the Unpaid Construction Costs (the "**Unpaid Construction Costs Entitlement**") to the Assignee, and the Assignee shall assume all the Unpaid Construction Costs Entitlement.
  - (ii) The Company shall transfer all of its obligations and liabilities under the [relevant professional appointment, engagement or contract with a Professional Party], including the liability to pay the Unpaid Construction Costs to the [relevant Professional Party], to the Assignee, and the Assignee shall assume all of the obligations and liabilities of the Company to the [relevant Professional Party] under or in connection with the [relevant professional appointment, engagement or contract with a Professional Party], while the Company shall retain all rights, title, interests, benefits and remedies under or in connection with the [relevant professional appointment, engagement or contract with a Professional Party].



- (E) The parties have agreed to (a) assign and transfer absolutely all the Unpaid Construction Costs Entitlement to the Assignee and to give effect to the assumption of all the Unpaid Construction Costs Entitlement by the Assignee; (b) novate the Company's obligations and liabilities under the [relevant professional appointment, engagement or contract with a Professional Party], including the liability to pay the Unpaid Construction Costs to the [relevant Professional Party], to the Assignee and to give effect to the assumption of obligations and liabilities by the Assignee, (c) release of the Company by the [relevant Professional Party] and (d) retention by the Company of its rights under the [relevant professional appointment, engagement or contract with a Professional Party], all subject to and upon the terms of this Deed with effect from the Effective Date.

**NOW THIS DEED WITNESSETH** as follows:

**1. NOVATION**

With effect from the Effective Date,

- 1.1** the Company absolutely assigns and transfers, and the Assignee shall be entitled to, all the Unpaid Construction Costs Entitlement. Each of the Purchaser and the [relevant Professional Party] hereby irrevocably and unconditionally agrees and confirms that, insofar as the Unpaid Construction Costs are concerned, the Assignee shall be entitled to exercise all the Unpaid Construction Costs Entitlement as if it were the employer of the [relevant professional appointment, engagement or contract with a Professional Party].
- 1.2** the Assignee assumes and agrees to pay, perform, satisfy and discharge all obligations, covenants, undertakings, duties, liabilities, claims and demands of the Company to the [relevant Professional Party], including the liability to pay the Unpaid Construction Costs, whether present or future, actual or contingent, known or unknown, ascertained or unascertained under the [relevant professional appointment, engagement or contract with a Professional Party]. The [relevant Professional Party] irrevocably and unconditionally agrees and confirms that it shall look solely to the Assignee, and not to the Company, in respect of all such obligations, liabilities, claims and demands under and in connection with the [relevant professional appointment, engagement or contract with a Professional Party].
- 1.3** the Company shall remain entitled to claim, enforce and obtain the benefit of all of its rights, title, interests, benefits, warranties, guarantees, indemnities, defect rectification obligations, defects liability obligations and other rights and remedies under or in connection with the [relevant professional appointment, engagement or contract with a Professional Party]. For the avoidance of doubt, nothing in this Deed shall transfer, assign, novate, release, discharge, prejudice or otherwise affect any right, title, interest, benefit, warranty, guarantee, indemnity, cause of action, claim, remedy or other entitlement of the Company under or in connection with the [relevant professional appointment, engagement or contract with a Professional Party], all of which shall remain vested in and enforceable by the Company.

**2. RELEASE OF OBLIGATIONS AND LIABILITIES**

- 2.1** The Main Contractor irrevocably and unconditionally releases and discharges the Company from all claims, demands, obligations, liabilities, actions, proceedings, costs, expenses and amounts of any nature, whether present or future, actual or contingent, known or unknown, ascertained or unascertained, which the Main Contractor has or may have against the Company arising out of or in connection with the Construction Contracts.



2.2 Subject to the terms of this Deed, nothing in this Deed shall release, discharge, waive, compromise, limit or otherwise prejudice any obligation or liability of the [relevant Professional Party] to the Company under or in connection with the [relevant professional appointment, engagement or contract with a Professional Party], including any warranty, guarantee, indemnity, defect rectification obligation, defects liability obligation or other obligation relating to the works, services or materials under the [relevant professional appointment, engagement or contract with a Professional Party].

2.3 The [relevant Professional Party] shall not bring or assert against the Company any claim, demand, action, proceeding or other right in respect of any obligation or liability assumed by the Assignee under this Deed, whether arising before, on or after the Effective Date.

### **3. REMAINING PROVISIONS UNAFFECTED**

3.1 Except as specifically amended or supplemented by this Deed, all other terms and conditions of the [relevant professional appointment, engagement or contract with a Professional Party] shall remain in full force and effect. With effect from the Effective Date, the [relevant professional appointment, engagement or contract with a Professional Party] as amended by this Deed shall be read as a single integrated document incorporating the amendments effected by this Deed.

### **4. INDEMNITY**

4.1 The Assignee shall, on demand, indemnify and keep indemnified the Company against all liabilities, costs, expenses, damages and losses suffered or incurred by the Company arising out of or in connection with the [relevant professional appointment, engagement or contract with a Professional Party] as a result of the Assignee's failure to perform or satisfy its assumed obligations or liabilities in respect of the [relevant professional appointment, engagement or contract with a Professional Party] under this Deed.

4.2 All the provisions with respect to the limitations and exclusions of the vendor's liabilities and obligations under the Share Agreement (including without limitation those set out in Schedule 4 to the Share Agreement) shall also apply, to the extent applicable, to the indemnity given by the Assignee under Clause 4.1, as if they were expressly incorporated into this Deed.

### **5. PURCHASER'S CONFIRMATION**

5.1 The Purchaser, as the purchaser in the Transaction under the Share Agreement, hereby (a) acknowledges, agrees and confirms the arrangements contemplated in this Deed and (b) after completion of the Transaction pursuant to the terms of the Share Agreement, undertakes to the Assignee and the [relevant Professional Party] to procure the Company to comply with the terms and provisions of this Deed.

### **6. THE [RELEVANT PROFESSIONAL PARTY'S] CONFIRMATION**

6.1 The [relevant Professional Party] hereby confirms and undertakes to the Assignee and the Company that, notwithstanding anything provided in the [relevant professional appointment, engagement or contract with a Professional Party] or in this Deed, (a) the Unpaid Construction Cost is the only issue which has yet to be resolved or addressed between the Company (before novation) and the [relevant Professional Party] under the [relevant professional appointment, engagement or contract with a Professional Party]; (b) apart from the Unpaid Construction Cost, there is no other outstanding or unresolved issues under the [relevant professional appointment, engagement or contract with a Professional Party]; and (c) after the Effective Date, the [relevant



Professional Party] shall only approach the Assignee (but not the Company) to deal with any issue or matter in relation to the Unpaid Construction Cost.

**7. NOTICES**

**7.1** Every notice or communication under this Deed must be in writing and may, without prejudice to any other form of delivery, be delivered personally or sent by post, transmitted by fax or sent by e-mail.

**7.2** Subject to Clause 7.4, the authorised address, fax number and e-mail address of each party for the purpose of this Deed are as follows:

**Company**

Address: 7/F, Block A, Phase 6, Hong Kong Spinners Building, 481-483 Castle Peak Road, Cheung Sha Wan, Hong Kong.

Fax: 2745 7131

Email: projectshirt@easyknit.com

For the attention of: Ms. Koon Ho Yan Candy

**Assignee**

Address: 7/F, Block A, Phase 6, Hong Kong Spinners Building, 481-483 Castle Peak Road, Cheung Sha Wan, Hong Kong.

Fax: 2745 7131

Email: projectshirt@easyknit.com

For the attention of: Ms. Koon Ho Yan Candy

**[relevant Professional Party]**

Address: [•]

Fax: [•]

Email: [•]

For the attention of: [•]

**Purchaser**

1. Address: 24/F, Shanghai Commercial Bank Tower, 12 Queen's Road Central, Central, Hong Kong

Email: projectshirt@bgo.com

For the attention of: Mr. Steven Duong, Mr. Grant Chien and Mr. Henry Chan of BentallGreenOak China Investment Advisers Limited

2. Address: 32/F, East Tower, Cheung Kong Centre II, No. 10 Harcourt Road, Central, Hong Kong

Email: [projectshirt@welkinlinks.com](mailto:projectshirt@welkinlinks.com)

For the attention of: Ms. Amy Huang, Mr. Keith Tsang and Mr. Jason Tan of Welkin Links Capital Limited

3. Address: 805, 8F, China Merchants Plaza, No. 303 Des Voeux Road Central, Sheung Wan, Hong Kong

Email: [jin.guo@cmcreit.com.hk](mailto:jin.guo@cmcreit.com.hk) / [zhangzhe01@cmhk.com](mailto:zhangzhe01@cmhk.com) / [wilson.she@cmcreit.com.hk](mailto:wilson.she@cmcreit.com.hk)

For the attention of: Mr. Guo Jin, Mr. Zhang Zhe and Mr. Wilson She of China Merchants Land Asset Management Limited

7.3 No change in any of the particulars set out in Clause 7.2 shall be effective against a party until it has been notified to that party in writing.

7.4 A notice or communication shall be deemed to have been duly given and received:

- (f) on personal delivery to any director or the secretary of an addressee or on a business day to a place for the receipt of letters at that addressee's authorised address;
- (g) in the case of posting, where the addressee's authorised address is in the same country as the country of posting, at 5:00 p.m. local time on the second business day after the day of posting;
- (h) in the case of posting, where the addressee's authorised address is not in the same country as the country of posting, at 5:00 p.m. (local time at the place where that address is located) on the fifth business day after the day of posting;
- (i) in the case of a fax, on issue to the sender of an O.K. result confirmation report or, if the day of issue is not a business day, at 10 a.m. (local time where the authorised fax number of the intended recipient is located) on the next business day; and
- (j) in the case of an e-mail, on sender's receipt of a "delivery receipt" or reply e-mail from any relevant recipient.

7.5 For the purpose of Clause 7.4, a "business day" means a day which is not a Saturday or a Sunday or a public holiday in the country of posting or transmission or in the country where the authorised address, fax number or email address of the intended recipient is located and, where a notice is posted, which is not a day when there is a disruption of postal services in either country which prevents collection or delivery.

## 8. **PROCESS AGENT**

8.1 The service of any process connected with proceedings in the Hong Kong courts and relating to this Deed shall be deemed to have been validly served on the Company or the Assignee if it is served on the process agent whose name and present address are set out below against the name of that party and service shall be deemed to have been acknowledged by that party if it is acknowledged by that process agent.



|          |                                                                                                                                                                            |
|----------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Party    | Process Agent                                                                                                                                                              |
| Company  | Success Active Limited of Block A, 7th Floor, Phase 6, Hong Kong Spinners Building, 481-483 Castle Peak Road, Cheung Sha Wan, Kowloon, Hong Kong                           |
|          | Attention: Ms. Koon Ho Yan Candy                                                                                                                                           |
| Assignee | Yue Heng Real Estate Holdings Limited 宇恒地產控股有限公司 of Block A, 7th Floor, Phase 6, Hong Kong Spinners Building, 481-483 Castle Peak Road, Cheung Sha Wan, Kowloon, Hong Kong |
|          | Attention: Ms. Koon Ho Yan Candy                                                                                                                                           |

**9. ENTIRE AGREEMENT**

- 9.1** This Deed and the [relevant professional appointment, engagement or contract with a Professional Party], as amended and supplemented by this Deed, contain the entire agreement between the parties to this Deed as to their subject matter and supersede any previous agreement, arrangement, understanding or communication between them relating to that subject matter.

**10. NO WAIVER**

- 10.1** No failure or delay by any party to exercise any right under this Deed or otherwise shall operate as a waiver of that right or any other right, nor shall any single or partial exercise of any right preclude any other or further exercise of that right or the exercise of any other right.

**11. SEVERANCE**

- 11.1** If any provision of this Deed is not or ceases to be legal, valid, binding or enforceable under the law of any jurisdiction, neither the legality, validity, binding effect or enforceability of the remaining provisions under that law nor the legality, validity, binding effect or enforceability of that provision under the law of any other jurisdiction shall be affected.

**12. AMENDMENTS**

- 12.1** No amendment to this Deed shall be effective unless in writing and executed by all parties to this Deed.

**13. EXPENSES**

- 13.1** Each party is responsible for its own legal and other expenses incurred in the negotiation, preparation, execution and completion of this Deed.

**14. FURTHER ASSURANCE**

- 14.1** Each party shall do, execute and perform, and shall use reasonable endeavours to procure that any relevant third party does, executes and performs, all such further deeds, documents,

assurances, acts and things as may reasonably be required to give effect to this Deed.

**15. RIGHTS OF THIRD PARTIES**

- 15.1** This Deed does not confer any rights on any person or party (other than the parties to this Deed) under the Contracts (Rights of Third Parties) Ordinance (Cap. 623).

**16. COUNTERPARTS**

- 16.1** This Deed 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 instrument.

**17. GOVERNING LAW AND JURISDICTION**

- 17.1** This Deed is governed by and shall be construed in accordance with Hong Kong law. For the purpose of the novation and the issues in relation to this Deed, the parties submit to the non-exclusive jurisdiction of the Hong Kong courts and each party waives any objection to proceedings in Hong Kong on the grounds of venue or inconvenient forum.
- 17.2** As between the Assignee and the [relevant Professional Party] on the Unpaid Construction Cost, it was expressly agreed between the Assignee and the [relevant Professional Party] that, in case any dispute or difference shall arise between them in relation to the Unpaid Construction Cost, then such dispute or difference shall be resolved in accordance with the dispute resolution provisions as provided in the [relevant professional appointment, engagement or contract with a Professional Party].



### Execution by the Company

Page 136

**Execution by the Assignee**

**SEALED** with the **Common Seal** of )  
**YUE HENG REAL ESTATE HOLDINGS** )  
**LIMITED** and SIGNED by )  
the presence of / whose signature(s) is/are )  
verified by : )



**Execution by the [relevant Professional Party]**

SEALED with the Common Seal of )  
[•] )  
and SIGNED by )  
in the presence of : )

**Execution by the Purchaser**

**SEALED** with the **Common Seal** of )  
**QUANTUM LIVING ACCOMMODATION** )  
**LIMITED** and SIGNED by )  
 )  
 )  
the presence of / whose signature(s) is/are )  
 )  
verified by : )



### Schedule

**Unpaid Construction Costs owed by the Company to the [relevant Professional Party] under the [relevant professional appointment, engagement or contract with a Professional Party] as at the Effective Date**

| Supplier name                 | Nature                                                                                | HKD |
|-------------------------------|---------------------------------------------------------------------------------------|-----|
| [relevant Professional Party] | [relevant professional appointment, engagement or contract with a Professional Party] | [●] |

## SCHEDULE 14

### LIST OF CHATTELS

| Appliances                                     | Brand       | Model Number | Quantity |
|------------------------------------------------|-------------|--------------|----------|
| Induction Hob                                  | Philco      | PH235IC      | 184      |
| Cookerhood                                     | Roseries    | RHT680in     |          |
| Refrigerator                                   | Philco      | PBU1153A     |          |
| Electric Water Heater                          | German Pool | DCN          |          |
| Thermo Ventilator                              | Panasonic   | FV-30BG3H    |          |
|                                                |             |              |          |
| Split Type Heat Pump Air Conditioner (Outdoor) | Mitsubishi  | SRC35ZSH-S   | 127      |
|                                                | Mitsubishi  | SRK50ZSH-S   | 57       |
|                                                |             |              |          |
| Split Type Heat Pump Air Conditioner (Indoor)  | Mitsubishi  | SRC35ZSH-S   | 127      |
|                                                | Mitsubishi  | SRK50ZSH-S   | 57       |
|                                                |             |              |          |
| Washing / Drying Machine                       | Midea       | MD100V11FPRO | 184      |



## SCHEDULE 15

### FORM OF HSB REDEMPTION CONFIRMATION



3 August 2026

Dear Sir

MORTGAGE LOAN A/C NO. :  
Current A/C No. :  
MORTGAGOR(S) :  
BORROWER(S) :  
CHARGED PROPERTY :

We refer to your letter dated 28 July 2026.

We wish to advise that the total amount payable to us on discharge of the subject property on 7 August 2026 is as statement attached.

Please prepare a Discharge/Release in accordance with our letter of instruction sent to you, appended with the relevant updated land search record.

In addition, please confirm to us in writing that all outstanding Rates and Government Rent for the mortgage period have been fully settled.

We understand that all the relevant title deeds and documents are now in your possession or are already sent to you for your possession subject to your undertaking to immediately return the same to us on demand.

The redemption figure is not final and is subject to fluctuation by reason of, including but without limitation to, changes in the interest rate, additional and/or further advances made by us, and/or inclusion of other moneys, obligations or liabilities due to or owing to us. Your special attention is drawn to the fact that the mortgage is an all moneys mortgage in respect of the subject property which shall cover ALL outstanding sums due to and owing to us.

For the avoidance of doubt, the repayment of the sum of the above redemption figure may not suffice to release or discharge the mortgage in respect of the subject property on the proposed date of redemption.

Please enquire with us again about the exact amount for the release or discharge of the subject property at least seven working days before the actual date of redemption is to be effected.

恒生銀行有限公司 Hang Seng Bank Limited  
香港中環德輔道中83號 83 Des Voeux Road Central Hong Kong  
hangseng.com

滙豐集團成員 Member HSBC Group



恒生銀行  
HANG SENG BANK

MORTGAGOR(S) :  
BORROWER(S) :  
CHARGED PROPERTY :

To ensure that payment will be credited to the relevant account(s) on the same day, please follow below payment method for fund transaction.

(i) (Applicable to Payment Arrangements for Property Transactions) via CHATS (HKD) with details as follows.

- BENEFICIARY BANK: HANG SENG BANK LIMITED
- BENEFICIARY BANK SWIFT CODE: HASEHKHH
- BENEFICIARY BANK CODE: 024
- PAYMENT REFERENCE: ATTN: CREDIT SERVICES, Redemption, Loan Account Number(s) or GBF Number mentioned in this letter.

(ii) (Applicable to non-Payment Arrangements for Property Transactions) the cheque must reach us before 4:00p.m. on a weekday.

Should you require further information, please feel free to contact us at 2198 6944.

Customers is advised to save / print all previously issued e-Statement / e-Advice of the above Account(s) for record purpose, where applicable. The e-Statement / e-Advice will not be available via Personal e-Banking after closure of the Account(s).

Yours faithfully

Authorised Signature  
Filing reference: (STS/43936482)

恒生銀行有限公司 Hang Seng Bank Limited  
香港中環德輔道中83號 83 Des Voeux Road Central Hong Kong  
hangseng.com

滙豐集團成員 Member HSBC Group





恒生銀行  
HANG SENG BANK

MORTGAGOR(S) :  
BORROWER(S) :  
CHARGED PROPERTY :

The total amount payable to us on discharge of the subject property on 7 August 2026 is as follows:-

Loan A/C No. \_\_\_\_\_  
Amount due under  
A/C No.  
upto

Current A/C No. \_\_\_\_\_  
Amount due under  
A/C No.  
upto

-----

=====

恒生銀行有限公司 Hang Seng Bank Limited  
香港中環德輔道中83號 83 Des Voeux Road Central Hong Kong  
hangseng.com

滙豐集團成員 Member HSBC Group

## SCHEDULE 16

### FORM OF HSB REPAYMENT CONFIRMATION LETTER



Private & Confidential

XX May YYYY

XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX  
XXXXXXXXXXXXXXXXXX

|                      |   |                    |
|----------------------|---|--------------------|
| TERM LOAN ACCOUNT NO | : | XXX-XXXXXX-XXX     |
| BORROWER(S)          | : | XXXXXXXXXXXXXXXXXX |
| MORTGAGOR(S)         | : | XXXXX XXXX XXXXX   |
| GUARANTOR(S)         | : | XXXXX XXXX XXXXX   |

Dear Customer

As requested, we wish to confirm that all money due under the captioned loan account has been fully paid to us on XX APR YYYY.

We hope the above information will serve your purpose.

Yours faithfully  
(This letter requires no signature)  
For Hang Seng Bank Limited

恒生銀行有限公司 Hang Seng Bank Limited  
香港中環德輔道中83號 83 Des Voeux Road Central Hong Kong  
hangseng.com

滙豐集團成員 Member HSBC Group

Signature Page of SPA (Vendor)



EXECUTED as a DEED under seal by the parties

SIGNED as a deed by the Vendor )  
)  
duly authorized for and on behalf of )  
)  
**YUE HENG REAL ESTATE** )  
**HOLDINGS LIMITED** )  
in the presence of: )

  
\_\_\_\_\_  
Name: KOON HO YAN CANDY  
Title: Director

  
Signature of witness:  
Name: WONG YI MAN KIWI  
Title Legal Officer



SIGNED as a deed by the Vendor's  
Guarantor  
duly authorized for and on behalf of  
**EASYKNIT INTERNATIONAL  
HOLDINGS LIMITED**  
in the presence of:

)  
)  
)  
)  
)  
)  
)

  
  
Name: LUI YUK CHU and KOON HO YAN CANDY  
Title: Director

  
Signature of witness:  
Name: WONG YI MAN KIWI  
Title Legal Officer



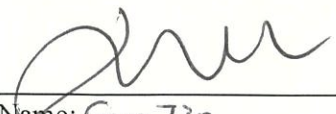


SIGNED as a deed by the Purchaser

duly authorized for and on behalf of

**QUANTUM LIVING  
ACCOMMODATION LIMITED**  
in the presence of:

)  
)  
)  
)  
)  
)  
)

  
\_\_\_\_\_  
Name: Guo Jin  
Title: Director

  
Signature of witness:  
Name: She Xiaosheng  
Title

SIGNED as a deed by the Purchaser  
duly authorized for and on behalf of  
**QUANTUM LIVING  
ACCOMMODATION LIMITED**  
in the presence of:

)  
)  
)  
)  
)  
)  
)



Name: JIALU HUANG  
Title: Director

Signature of witness:   
Name: Zhuang Hanxiang  
Title



SIGNED as a deed by the Purchaser )  
)  
duly authorized for and on behalf of )  
)  
**QUANTUM LIVING** )  
**ACCOMMODATION LIMITED** )  
in the presence of: )

  
Name: **CHAN WAI MING HENRY**  
Title: **DIRECTOR**

Signature of witness:   
Name: **Zhuang Hanxiang**  
Title