

THIS AGREEMENT

is made the 30th day of April
Two Thousand and Twenty Four

BETWEEN the several person(s) or corporation(s) whose respective names addresses or registered offices and descriptions are set out in Part I of the Schedule hereto (the “**Vendor**” and the “**Purchaser**”, each a “**Party**” and collectively the “**Parties**”).

1. The Vendor shall sell and the Purchaser shall purchase the property described in Part IV of the Schedule hereto (the “**Property**”) for the residue of the term of years created by the Agreement and Conditions of Sale/Exchange/Grant or (as the case may be) the Government Lease (as the same may be modified and/or varied) subject to which the Property is held from the Government (the “**Government Lease**”) subject to the deed(s) and agreement(s) referred to in Part VI of the Schedule hereto (the “**Deeds**”) subject as hereinafter provided but otherwise free from all encumbrances.
2. The purchase price for the Property shall be in the sum as set out in Part II of the Schedule hereto (the “**Price**”) which shall be paid and satisfied by the Purchaser to the Vendor in the manner also set out in Part II of the Schedule hereto.
3. (a) Completion of the sale and purchase herein (“**Completion**”) shall take place at the offices of Messrs. Vincent T.K. Cheung, Yap & Co., at 23rd Floor, Office Tower, Convention Plaza, 1 Harbour Road, Wanchai, Hong Kong on or before the date stated in Part III of the Schedule hereto (the “**Completion Date**”).

(b) Completion shall take place by way of undertaking (subject to the usual Law Society Qualifications).
4. The Property is at present subject to a Mortgage/Legal Charge and Further Charge and other encumbrance as more particularly set out in Part V of the Schedule hereto (collectively the “**Charge**”) and the Vendor shall on or before Completion hereunder satisfy and discharge the Charge to the intent that the Property will be sold freed and discharged therefrom.
5. The Vendor shall not after the execution of this Agreement enter into any mortgage or charge or otherwise create any encumbrance over the Property to the intent that the Property will be sold free from all encumbrances except otherwise stated herein.
6. The Purchaser agrees to let, with effect from Completion, the Property to a subsidiary of ITC Properties Group Limited (“**ITCP**”) (“**Designated Tenant**”) at the rent of HK\$650,000 per calender month (exclusive of management fees, rates and government rent all of which shall be borne by the Designated Tenant) for an initial term of one year

commencing from the Completion Date with an option on the Designated Tenant to renew for a further term of one year at the same rent. On Completion the Purchaser shall, and the Vendor shall procure the Designated Tenant to, enter into a tenancy agreement in respect of the Property reflecting the above commercial terms and incorporating such other terms and conditions customary to tenancies of similar nature as the Purchaser and the Designated Tenant may agree, the stamp duty payable on such tenancy agreement to be borne by the Purchaser and Designated Tenant in equal shares. Vacant possession of the Property shall be deemed to have been given to the Designated Tenant on signing of the said tenancy agreement on Completion.

7. Time shall in every respect be of the essence of this Agreement.
8. The Vendor shall assign and the Purchaser shall purchase the Property in such capacity as described in Part I of the Schedule hereto.
9. (a) The Vendor shall give title to the Property in accordance with Section 13A of the Conveyancing and Property Ordinance (Cap.219) (the “**C&P Ordinance**”) and shall prove title to the Property in accordance with Section 13 of the C&P Ordinance. The Vendor shall at his own expenses make and furnish to the Purchaser such original or certified copies (as the case may be) of any deeds or title documents, wills, matters of public records as may be necessary to prove and complete such title. The costs of verifying the title by inspection and examination, including search fees, shall be borne by the Purchaser.

(b) Notwithstanding the provisions relating to production of title deeds and documents of title in Section 13 of the C&P Ordinance and anything herein contained or otherwise implied to the contrary, it is hereby expressly agreed that for the purpose of enabling the Purchaser to approve title and raise requisition or objection in respect of title to the Property, delivery to the Purchaser or his Solicitors of photocopies of title deeds or documents of title to which the Purchaser is entitled by law but do not exclusively relate to the Property (“the relevant title deeds”) by the Vendor shall be sufficient, provided that the Vendor gives an undertaking to the Purchaser to furnish certified true copies of the relevant title deeds within reasonable time after Completion, the cost and expense for procuring photocopies and certified true copies of the relevant title deeds shall be borne by the Vendor.
10. Any requisitions or objections in respect of the title or otherwise arising out of this Agreement shall be delivered in writing to the Vendor's Solicitors within seven (7) Business Days after the date of receipt of the title deeds by the Purchaser's Solicitors otherwise the same shall be considered as waived (in which respect time shall be of the

essence). If the Purchaser makes and insists on any objection or requisition in respect of the title or otherwise which the Vendor is unable or (on the ground of difficulty, delay or expense or on any other reasonable ground) unwilling to remove or comply with, the Vendor is, notwithstanding any previous negotiation or litigation, at liberty to cancel the sale herein on giving to the Purchaser or his solicitors at least 7 days' notice in writing to that effect, in which case unless the objection or requisition is in the meantime withdrawn or complied with, the sale is cancelled on the expiry of such notice and the Purchaser is entitled to a return of the Deposit and other instalment of the Price (if any) already paid by the Purchaser to the Vendor forthwith on the expiry of such notice but without interest cost or compensation.

11. The Property with its installations, fixtures and fittings are and shall be sold on an "as is" basis and in the physical state and condition as they stand.

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

(b) The Vendor does not warrant that any or any adequate policy of insurance exists relating to the Property or, if any such policy exists, that it will be renewed on expiration.

13. On the payment of the residue of the Price in manner provided herein (or where the parties have agreed on any applicable undertakings following such payment as aforesaid and in compliance with the applicable undertakings), the Vendor in the capacity set out in Part I of the Schedule hereto and all other necessary parties (if any) will execute a proper Assignment or other assurance of the Property sold to the Purchaser or the Purchaser's nominee or sub-purchaser subject as herein provided but otherwise free from encumbrances and thereafter deliver the same to the Purchaser or the Purchaser's nominee or sub-purchaser.

14. Each party shall pay his own solicitors' costs and expenses for and incidental to the preparation, execution and registration of this Agreement and the subsequent Assignment. If however the Purchaser sub-sells the Property at a higher price than the Price before completion, the increase in costs charged by the Vendor's Solicitors (being the difference in the scale fees on the two prices) for approving the Assignment (at half of the Law Society scale fees) shall be borne by the Purchaser. If the Vendor is required to execute more than one Assignment, the Vendor's Solicitors' costs for approval of the extra Assignment (at half of the Law Society scale fees) shall be borne by the Purchaser.

15. (a) Except as herein otherwise stated all moneys paid hereunder by the Purchaser to the Vendor's Solicitors as deposit or balance of purchase price shall be deemed to have been received by them as the Vendor's agents.

- (b) The Vendor declares that Messrs. Vincent T.K. Cheung, Yap & Co. are the Vendor's agents for the purposes of receiving all monies payable to the Vendor pursuant to this Agreement including the balance of the purchase money payable upon completion.
- (c) The Vendor further declares that the payment to such agents of any deposit, instalments of the purchase monies (if any) and the balance thereof shall be a full and sufficient discharge of the Purchaser's obligations hereunder.
- (d) The Vendor may revoke the authority of such agents and appoint other solicitors as agents in their place. No such revocation shall be valid unless it is :-
 - (i) In writing addressed to the Purchaser; and
 - (ii) Delivered to the Purchaser care of the Purchaser's Solicitors, at least seven Business Days prior to completion; and
 - (iii) Specifically identifying this Agreement.

16. All stamp duty (including but not limited to any ad valorem stamp duty and additional stamp duty chargeable under the Stamp Duty Ordinance (Cap.117) (the “**Stamp Duty Ordinance**”)) payable on this Agreement and the subsequent assignment made pursuant to this Agreement shall be borne by the Purchaser absolutely and paid within the period prescribed by the Stamp Duty Ordinance. In the event of the consideration stated in this Agreement and/or the Assignment being not accepted by the Collector of Stamp Revenue as representing the true value of the Property hereby agreed to be sold and purchased, the excess stamp duty being charged in accordance with his valuation of the Property shall also be paid by the Purchaser solely. The provisions of this Clause shall survive completion of the sale and purchase hereunder.

17. The parties hereto hereby declare that they fully understand and acknowledge that the date of this Agreement (which date will be identified in the Questionnaire Form I.R.S.D. 112(E) for the stamping of this Agreement and/or the subsequent Assignment of the Property) will be the date upon which the valuation of the Property under Section 27 of the Stamp Duty Ordinance is to be made.

18. (a) The Vendor hereby declares that the Vendor has not received any notice or order under the Land Resumption Ordinance (Cap.124) or the Mass Transit Railway (Land Resumption and Related Provisions) Ordinance (Cap.276). If it shall be ascertained before completion that the Property is adversely affected by any of the aforesaid Ordinances, the Purchaser shall have the option to rescind this Agreement whereupon the Deposit and (if any) other part payment(s) of the Price shall be returned to the Purchaser by the Vendor in full but without any compensation, interest (if such return is made within seven (7) days) or costs and

neither Party shall have any claim against the other hereon and the Parties shall at their own costs enter into and cause to be registered at the Land Registry an Agreement for Cancellation.

- (b) The Vendor hereby warrants and declares that the Vendor has not received any notice or order from any Government or other competent authority requiring the Vendor to demolish or repair or reinstate or inspect any part of the Property. If it should be discovered that such notice or order existed prior to the date hereof or if any such notice or order shall be issued before the Completion Date, the costs for such demolition or re-instatement shall be borne by the Vendor.
 - (c) The Vendor hereby further declares that the Vendor has not received and is not aware of there being any notice or order from any Government or other competent authority requiring the Vendor as one of the co-owners thereof to effect repairs to or demolish or reinstate or inspect any common part of the Building or the land on which the Property is situated or to contribute to the costs thereof. If it should be discovered that any such notice or order existed prior to the date hereof or if any such notice or order shall be issued before the Completion Date, the cost for such repairs shall be borne by the Vendor.
 - (d) The Vendor undertakes to notify the Purchaser forthwith upon receipt of the aforesaid notice(s) or order(s) mentioned in this Clause.
19. The respective positions measurements (if any) and boundaries stated and shown on any plan referred to in or furnished with this Agreement are believed but not warranted by the Vendor to be correct.
20. (a) Should the Purchaser fail to complete the purchase of the Property in accordance with the terms and conditions herein contained (save and except due to the default of the Vendor), the Vendor may by a notice in writing forthwith terminate this Agreement whereupon the Deposit shall be absolutely forfeited to the Vendor without prejudice to the Vendor's right to claim against the Purchaser for damages and loss suffered by the Vendor as a result of the Purchaser's default.
- (b) Upon termination of this Agreement as aforesaid, the Vendor may resell the Property either by public auction or by private contract or any other manner subject to such stipulations as the Vendor may think fit and any increase in price on resale shall belong to the Vendor. On a resale any deficiency in price shall be made good and all reasonable expenses attending such resale shall be borne by the Purchaser solely and such deficiency and reasonable expenses shall be recoverable by the Vendor as and for liquidated damages.

- (c) On the exercise of the Vendor's right to terminate or rescind this Agreement pursuant to any provision herein, the Vendor shall have the right, if this Agreement shall have been registered at the Land Registry to register at the Land Registry an instrument signed by the Vendor alone evidencing such termination or rescission as aforesaid of the sale of the Property and to vacate the registration of this Agreement and on the signing of the said instrument by the Vendor, the Purchaser shall be deemed to have been divested of any interest in the Property under this Agreement. Upon registration of such an instrument in the Land Registry, a tenant, purchaser, mortgagee or any other person dealing with the Vendor shall not be bound to see or enquire whether the Vendor was entitled to terminate or rescind this Agreement and so far as regards the safety and protection of such tenant, purchaser or mortgagee or any other person this Agreement shall be deemed to have been duly terminated.

21. In the event of the Vendor failing to complete the sale of the Property in accordance with the terms hereof (save and except due to the default of the Purchaser), the Deposit shall be returned to the Purchaser who shall also be entitled to recover from the Vendor damages (if any) which the Purchaser may sustain by reason of such failure on the part of the Vendor and it shall not be necessary for the Purchaser to tender an Assignment to the Vendor for execution.

22. Nothing in this Agreement shall be so construed as to prevent either the Vendor or the Purchaser from bringing an action and obtaining a decree for specific performance of this Agreement either in lieu of the aforesaid damages or in addition to such damages as the Party bringing such action may have sustained by reason of the breach of the other Party and it shall not be necessary for the Purchaser to tender an Assignment to the Vendor for execution before bringing such action for specific performance.

23. Notwithstanding anything hereinbefore contained the parties hereto further agree as follows: -

- (a) In respect of each payment of the Price or any part thereof required to be made hereunder, the party making such payment (the “**Payer**”) shall deliver to the party to whom such payment is to be made (the “**Payee**”) on the date on which such payment is required to be made hereunder a cashier order issued by a licensed bank in Hong Kong or a solicitors' cheque in favour of the Payee for the relevant amount.
- (b) Where the Price or any part thereof is required to be applied by the Payee to discharge an existing mortgage, charge or encumbrance, or to pay any person(s) who will be a party to the assignment on completion of the sale and purchase

herein or any person(s) as the Payee may direct, the Payee or the Payee's Solicitors shall be entitled, by giving the Payer or the Payer's Solicitors reasonable prior notice in writing, to require the Payer to split such payment and deliver to the Payee's Solicitors one or more cashier order(s) or cheque(s) of the Payer's Solicitors issued in favour of the person(s) or party(ies) entitled to such payment(s) and a separate cashier order or cheque of the Payer's Solicitors in favour of the Payee for the balance. The provisions of paragraph (a) above shall apply to such cashier orders or solicitors' cheques.

- (c) The Payer shall not be deemed to have discharged the obligation to make payment hereunder unless in making such payment, the Payer also complies with the provisions of this Clause.

24. The Vendor shall permit the Purchaser to inspect the Property by reasonable notice and upon prior appointment twice prior to the Completion Date.

25. The matters specified in Section 29B(5) of the Stamp Duty Ordinance are set out in Part VII of the Schedule hereto and each party hereby warrants to the other that the matters herein are in all respects accurate to the best of their knowledge.

26. (a) All receipt of rents in respect of the Property (if applicable) shall be retained and outgoings (including but not limited to rates, property tax, Government rent and management fees) in respect of the Property shall be discharged by the Vendor up to but exclusive of the Completion Date and as from but inclusive of the Completion Date all rents in respect of the Property (if applicable) shall be received and all outgoings (including but not limited to rates, property tax, Government rent and management fees) in respect of the Property will be discharged by the Purchaser and all current rents and outgoings shall if necessary be apportioned between the Vendor and the Purchaser and paid on Completion.

- (b) On completion, subject to production of the relevant receipts or other relevant documentary evidence, the Vendor shall be entitled to transfer and the Purchaser shall accept from the Vendor a transfer of any management fee deposit, public improvement (or enhancement) fund and any other deposits/funds held by the Manager or Owners' Corporation of the Building (if any) in respect of the Property so far as the same are transferrable and the Purchaser shall pay to the Vendor the amount of deposit or fund so transferred thereon.

27. Any notice required to be given hereunder shall be deemed to have been validly given if addressed to the party to whom the notice is given and sent by ordinary prepaid post to the address of such party given herein or to his last known address if a notification of the

change of address has previously been given to the other party or his Solicitors and shall be deemed to have been served on the expiry of 48 hours after the date of posting.

28. There are incorporated into this Agreement as if they were herein written the covenants and the conditions respectively on the part of the Vendor and the Purchaser set out in Part A of the Second Schedule to the C&P Ordinance unless they are inconsistent with the provisions herein in which event the provisions herein shall prevail.

29. (a) The expressions “the Vendor” and/or “the Purchaser” wherever used shall (if the context so permits or requires) in the case of an individual, include the person specifically named and his executors, administrators and assigns and in the case of a company or corporation, include the company or corporation specifically named and its successors and assigns and in the case of persons holding as tenants in common include the persons specifically named and any of them and their respective executors administrators and assigns and in the case of persons holding as joint tenants include the persons specifically named and the survivors or survivor of them and the executors and administrators of such survivor his or their assigns.

(b) Unless the context otherwise requires, words herein importing the masculine feminine and neuter genders shall include the others of them and words importing the singular shall include the plural and vice versa.

30. Notwithstanding anything herein provided, if the completion date for the sale and purchase of the Property and/or any of the date(s) stipulated for payment herein shall fall on a day which is not a Business Day (“Business Day” means a day from Monday to Friday (save and except a general holiday as defined under the General Holidays Ordinance (Cap.149) of the Laws of Hong Kong)) or shall fall on a day on which typhoon signal No.8 or above or rain storm black warning is hoisted in Hong Kong at any time between 9:00 a.m. and 5:00 p.m., such date or dates for payment or the Completion Date (as the case may be) shall automatically be postponed to the next Business Day or such next succeeding Business Day on which no typhoon signal No.8 or above or rain storm black warning is hoisted between the aforementioned hours (as the case may be). If Completion is stipulated to take place on or before a certain date but no time of the day is expressly stipulated, the sale and purchase shall be completed between the hours of 9:00 a.m. and 5:00 p.m. on or before the Completion Date.

31. This Agreement comprises all the terms agreed between the parties hereto and no warranties or representations express or implied are or have been made or given by the Vendor or by any person on his behalf relating to the Property prior to the signing hereof and if any such warranty or representation express or implied has been made the same is

withdrawn or deemed to have been withdrawn immediately before the parties entered into this Agreement.

32. Should any party fail to complete the sale and purchase in accordance with the terms and conditions herein contained, all stamp duty payable in respect of this Agreement for Sale and Purchase and the estate agent's commission shall be borne by the defaulting party absolutely and in the event that the stamp duty and/or the estate agent's commission has/have been paid or such payment is not refundable, the defaulting party shall reimburse the other party in full for the sum so paid.

33. Notwithstanding any provision of this Agreement which purports to confer a benefit on any person who is not a party to this Agreement, a person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce or enjoy the benefit of any provision of this Agreement.

34. This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereto irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong in respect of this Agreement.

AS WITNESS the parties hereto have executed this Agreement the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO

PART I

(the Vendor and the Purchaser)

The Vendor : **GREAT INTELLIGENCE LIMITED** whose registered office is situate at 30/F., Bank of America Tower, 12 Harcourt Road, Central, Hong Kong.

(Business Registration No.30416459)

The Vendor shall assign the Property as Beneficial Owner.

The Purchaser : **MEXFAIR LIMITED** whose registered office is situate at 12/F, Tsim Sha Tsui Centre, Salisbury Road, Tsim Sha Tsui, Kowloon.

(Business Registration No.7574-2229-000-09-23-6)

The Purchaser shall purchase the Property as Sole Owner.

PART II

(the Price)

Price : **HONG KONG DOLLARS TWO HUNDRED AND SIXTY MILLION ONLY (HK\$260,000,000.00)** and shall be paid by the Purchaser to the Vendor in the following manner:-

- (1) HK\$26,000,000.00 (the “**Deposit**”), being deposit and part payment of the Price, shall be paid by the Purchaser to the Vendor’s Solicitors as stakeholders upon the signing of this Agreement; and
- (2) HK\$234,000,000.00, being balance of purchase price, to be paid by the Purchaser to the Vendor on Completion.

The Deposit shall be held by the Vendor's Solicitors as stakeholders who may not release the same to the Vendor until Completion.

PART III

(the Completion Date)

Completion Date : the 31st day of July 2024 provided that the Vendor may, at any time on or after 24th May 2024, by giving to the Purchaser not less than seven (7) days' written notice, bring forward the Completion Date in which case the Completion Date shall be that as stated in such written notice (provided that the Completion Date shall be at least 6 weeks after the date of this Agreement).

PART IV

(the Property)

ALL THOSE 144 equal undivided 10,000th parts or shares of and in **ALL THAT** piece or parcel of ground registered in the Land Registry as INLAND LOT NO.8294 And of and in the messuages erections and buildings thereon now known as "BANK OF AMERICA TOWER" (the "**Building**") **TOGETHER** with the sole and exclusive right and privilege to hold use occupy and enjoy **FIRST ALL THAT** the whole of the THIRTIETH FLOOR of the Building (which said Floor is more particularly shown on the 30th Floor Plan annexed to an Assignment registered in the Land Registry by Memorial No.UB2202448 (the "1st Assignment") and thereon coloured Pink) **AND SECONDLY ALL THOSE THREE (3) CAR PARKING SPACES** (also known as CAR PARKING SPACE NOS.4087, 4088 and 4089) on the FOURTH FLOOR of the Building (which said Car Parking Spaces are more particularly shown on the Car Park Plan annexed to the 1st Assignment and thereon coloured Pink) **AND THIRDLY ALL THAT CAR PARKING SPACE NO.4043** on the FOURTH FLOOR of the Building (which said Car Parking Space is more particularly shown on the Car Park Plan annexed to an Assignment registered in the Land Registry by Memorial No.UB2150801 and thereon coloured Pink).

PART V

(the Charge)

<u>Type of Document</u>	<u>Memorial No.</u>	<u>Date</u>	<u>Mortgagee</u>
(1) Mortgage	14112002480531	12th November 2014	The Hongkong and Shanghai Banking Corporation

			Limited
(2) Rent Assignment	14112002480546	12th November 2014	The Hongkong and Shanghai Banking Corporation Limited

PART VI
(the Deeds)

<u>Type of Document</u>	<u>Memorial No.</u>	<u>Date</u>
(1) An Agreement entered into between Hutchison House Limited of the one part and Sirius Enterprises Limited of the other part ⁽¹⁾	N/A	9th July 1975
(2) A Pump Pit Tenancy Agreement entered into between the Governor of the one part and Hutchison Whampoa Limited and The Hongkong Land Company Limited of the other part ⁽¹⁾	N/A	24th August 1979
(3) Pipeline Wayleave Agreement entered into between the Governor of the one part and Hutchison Whampoa Limited and The Hongkong Land Company Limited of the other part ⁽¹⁾	N/A	24th August 1979
(4) Agreement relating to pedestrian bridge and stairway	UB5375822	21st April 1987
(5) Pump Pit Tenancy Agreement entered into between the Governor of the one part and Bank of America Tower Management Services Limited of the other part ⁽¹⁾	N/A	27th July 1988
(6) Deed of Mutual Covenant	UB2095606	5th June 1981
(7) Supplemental Deed of Mutual Covenant	UB5856626	30th November 1993

(8)	Management Undertaking ⁽¹⁾	UB2095605	5 th June 1981
(9)	Licence Agreement ⁽¹⁾	UB3212795	7 th November 1986

Note (1): so far as the same is still subsisting and capable of taking effect.

PART VII

(Matters specified in Section 29B(5) of the Stamp Duty Ordinance)

- (a) The name and address of the Vendor : -
See Part I
The name and address of the Purchaser :-
See Part I
- (b) The Vendor's Identification number or Business Registration number :-
See Part I
The Purchaser's Identification number or Business Registration number :-
See Part I
- (c) The description and location of the immovable property :-
See Part IV
- (d) The immovable property is a non-residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance.
- (e) The date on which the agreement for sale was made :- See Page 1
- (f) If the agreement for sale was preceded by an unwritten sale agreement, or an agreement for sale, made between the same parties and on the same terms, the date on which the first such agreement was made :- Nil
- (g) The agreed date for conveyance on sale pursuant to the agreement for sale:-See Part III
- (h) The agreed consideration for the conveyance on sale that is to, or may, take place pursuant to the agreement for sale :- See Part II
- (i) The amount or value of any other consideration which each person executing the document knows has been paid or given, or has been agreed to be paid or given, to any person for or in consideration with the agreement for sale or any conveyance on sale pursuant to that agreement (excluding legal expenses), together with the name, address, and the identification number or business registration number of each person receiving or to receive such consideration, and a description of the benefit to which the consideration relates :-
Nil
- (j) The Purchaser has executed the agreement.

SIGNED by)
)
 LAW, Hon Wa William)
)
 for and on behalf)
)
 of GREAT INTELLIGENCE LIMITED)
)
 in the presence of / whose signature(s))
)
 is/are verified by :-)



Chua Ho Chak Michael
Solicitor, Hong Kong SAR
Vincent T.K. Cheung, Yap & Co.

SIGNED by *Tim, Victor Sio Un*)
)
)
)
)
for and on behalf)
)
of MEXFAIR LIMITED)
)
in the presence of / whose signature(s))
)
is/are verified by :-)



**CHAN HO WAI ALEX
SOLICITOR, HONG KONG SAR
MESSRS. CHU & LAU**

RECEIVED the day and year first above written of and from the Purchaser the above mentioned Deposit of **HONG KONG DOLLARS TWENTY SIX MILLION ONLY (HK\$26,000,000.00)**.

A handwritten signature in black ink, appearing to read 'Vincent Cheung', written over a horizontal line.

Messrs. Vincent T.K. Cheung, Yap & Co.
as stakeholders

Dated the 30th day of April 2024.

GREAT INTELLIGENCE LIMITED

and

MEXFAIR LIMITED

A G R E E M E N T

for

Sale and Purchase

REGISTERED at the Land Registry by

Memorial No. on

p. Land Registrar

VINCENT T.K. CHEUNG, YAP & CO.,
SOLICITORS & NOTARIES
23rd FLOOR, OFFICE TOWER,
CONVENTION PLAZA,
1 HARBOUR ROAD,
WANCHAI, HONG KONG.

Ref. : AF/24000678