

Unit 2

**A G R E E M E N T** is made the 13th day of January 2022

**BETWEEN**

- (i) the party more particularly described in Part I of the First Schedule hereto ("the Vendor") of the one part; and
- (ii) the party more particularly described in Part II of the First Schedule hereto ("the Purchaser") of the other part

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

1. The Vendor shall sell and the Purchaser shall purchase the property described in Part V of the First Schedule hereto ("the Property") and the appurtenances thereto and all the estate right title interest property whatsoever of the Vendor therein and thereto.
2. The purchase price shall be such sum and shall be paid by the Purchaser in such manner as set out in Part IV of the First Schedule hereto ("the Purchase Price").
3.
  - (a) In respect of each payment of Purchase Price or any part thereof required to be made hereunder, the Purchaser shall deliver to the Vendor or the Vendor's solicitors on the date on which such payment is required to be made hereunder a solicitors' cheque or a cashier order issued by a licensed bank in Hong Kong in favour of the Vendor or the Vendor's solicitors or as the Vendor shall direct of the relevant amount.
  - (b) Where the Purchase Price or any part thereof is required to be applied by the Vendor to discharge the existing mortgage(s), charge(s) or incumbrances(s), or to pay any person who will be a party to the assignment on completion of the sale and purchase herein, the Vendor or the Vendor's Solicitors shall be entitled, by giving the Purchaser or the Purchaser's Solicitors reasonable prior notice in writing, to require the Purchaser to split such payment and deliver to the Vendor's

Solicitors one or more solicitors' cheque(s) or cashier order(s) issued in favour of the person or party nominated to receive such payment and a separate solicitors' cheque or cashier order in favour of the Vendor for the balance. The provisions of paragraph (a) above shall apply to such solicitors' cheque(s) or cashier order(s).

4. The sale and purchase of the Property shall be completed at the office of Messrs. W. K. To & Co., Solicitors on or before the date as set out in Part III of the First Schedule hereto ("the Date of Completion") when the balance of the Purchase Price shall be fully paid. Both parties hereby expressly agree that completion shall take place by way of solicitor's undertaking(s) from time to time recommended by the Law Society of Hong Kong with such variation thereto as their respective Solicitors may agree.

5. The sale and purchase of the Property shall be completed at the office of Messrs. W. K. To & Co., Solicitors between the hours of 9:00 a.m. and 5:00 p.m. on the Date of Completion provided that no completion shall take place on Saturday, Sunday and public holiday.

6. If the Date of Completion herein shall fall on a day which is not a business day (defined as a day on which The Hongkong and Shanghai Banking Corporation Limited is open for business in Hong Kong except Saturday) or shall fall on a day on which typhoon signal No.8 or above or black rain storm signal is hoisted in Hong Kong at any time between 9:00 a.m. and 5:00 p.m. the Date of Completion shall automatically be postponed to the next business day on which no typhoon signal No.8 or above or black rain storm signal is hoisted.

7. The Vendor declares that Messrs. W. K. To & Co., Solicitors are the Vendor's Agents for the purposes of receiving all moneys payable to the Vendor pursuant to this Agreement including the balance of the Purchase Price payable upon completion.

8. The Vendor further declares that the payment to such Agents of any deposit, instalments of the Purchase Price (if any) and the balance thereof shall be a full and

sufficient discharge of the Purchaser's obligations hereunder.

9. The Vendor may revoke the authority of the Agents and appoint other solicitors as Agents in their place. No such revocation shall be valid unless :-

- (a) it is in writing addressed to the Purchaser; and
- (b) it is delivered to the Purchaser care of his Solicitors at least seven clear days prior to completion; and
- (c) it specifically identifies this Agreement.

10. The Property is and will be sold on an "as is" basis.

11. On the full payment of the Purchase Price in the manner aforesaid, the Vendor and all other necessary parties (if any) will execute a proper Assignment of the Property sold to the Purchaser or the Purchaser's nominee or nominees or sub-purchaser or sub-purchasers subject as hereinafter appears but otherwise free from incumbrances.

12. (a) Possession will be retained and all outgoing will be discharged by the Vendor up to and inclusive of the actual day of completion and as from but exclusive of that day possession will be taken and all outgoing in respect of the Property will be discharged by the Purchaser and all current outgoing shall if necessary be apportioned between the Vendor and the Purchaser and paid on completion provided that an apportionment account shall be produced to the Purchaser's solicitors for verification at least 3 working days before completion.

(b) The Purchaser hereby agrees that on completion the Purchaser shall refund to the Vendor the management fee deposits, public electricity deposit, public utility deposit and all other deposits and/or funds paid to the Manager (as hereinafter defined) of the Property provided that the said deposits and/or funds are subsisting, non-refundable and transferrable to the Purchaser provided that the Vendor shall deliver the original receipt(s) or evidence of payment for the said deposits to

the Purchaser.

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

14. Any requisitions 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 and documents by the Purchaser's Solicitors. Any further requisitions in response to the answers given by the Vendor's Solicitors to any requisitions or objections shall also be delivered in writing by the Purchaser's Solicitors to the Vendor's Solicitors within seven (7) business days after the date of receipt by the Purchaser's Solicitors of such answers. Every requisition or objection or further requisition or objection not so delivered shall be deemed to have been waived and if the Purchaser shall make and insist on any requisition or further requisition in respect of the title or any matter appearing on the title deeds or otherwise which the Vendor shall be unable or (on the grounds of difficulty, delay or expense or on any other reasonable ground) unwilling to remove or comply with, or if the title of the Vendor shall be defective, the Vendor shall notwithstanding any previous negotiation or litigation be at liberty on giving to the Purchaser or its Solicitors not less than three (3) business days' notice in writing to annul the sale in which case, unless the requisition or further requisition shall have been in the meantime withdrawn, the sale shall at the expiration of the notice be annulled and the Purchaser being in that event shall be entitled to a return of the initial deposit and further deposit as mentioned in Part IV of the First Schedule hereto ("the Deposits") forthwith in full but without interest (if that return is made within 7 days), costs or compensation and the Purchaser shall thereupon return to the Vendor all the title deeds and documents in the Purchaser's possession belonging to Vendor including but not limited to the original the preceding agreement and this Agreement and the parties hereto shall at their own cost enter into and cause to be registered at the Land Registry an Agreement for Cancellation.

15. The Vendor shall sell the Property for the residue of the term of years for which the same is held from the Government or absolutely (as the case may be) subject to the payment of the Government rent and to the performance and observance of the

Government Lessee's covenants and conditions payable and to be performed and observed in respect of the same and also subject to all easements (if any) subsisting therein and with the benefit of and subject to all rights of way (if any) subsisting therein and also subject to and with the benefit of a Deed of Mutual Covenant and/or other documents (if any) as described in Part VI of the First Schedule hereto.

16. (a) Each party shall pay its own solicitors' costs and expenses of and incidental to the preparation and completion of this Agreement and the subsequent Assignment. If the Vendor shall be required to execute more than one deed of assignment the costs of the Vendor's Solicitors for approving the additional deed(s) shall be borne by the Purchaser.

(b) Should the Purchaser resell the Property at a price higher than the purchase price herein before completion, the increase in costs of the Vendor's solicitors for approving the Assignment shall be borne by the Purchaser.

17. All Ad Valorem stamp duty and registration fees payable on this Agreement and the Preliminary Agreement hereinafter mentioned ("the said Agreements") and the Assignment shall be paid by the Purchaser in accordance with the provisions of the Stamp Duty Ordinance, Cap.117. In the event of the consideration stated in the Assignment being not accepted by the Collector of Stamp Revenue as representing the true value of the Property the excess or additional stamp duty charged in accordance with his valuation of the Property and the additional Land Registry registration fees for the Assignment (if any) shall be borne by the Purchaser solely. The Purchaser shall also keep the Vendor fully indemnified at all times against any loss or damage which the Vendor may suffer as a result of such default on the part of the Purchaser and this clause shall survive completion of the sale and purchase.

18. The Vendor shall give a good title to the Property in accordance with Section 13A of the Conveyancing and Property Ordinance, Cap.219. The Vendor shall show a good title to the Property in accordance with Section 13 of the Conveyancing and Property Ordinance, Cap.219. The Vendor shall at the like expense make and furnish

to the Purchaser such certified/attested copies of any deeds or documents of title or their memorials, wills and matters of public record as are registered at the Land Registry as may be necessary to complete such title. The costs of verifying the title by inspection and examination including search fees shall be borne by the Purchaser who shall also if it requires certified/attested copies of any documents in the Vendor's possession relating as well to the Property as to other property retained by the Vendor pay the costs of such certified/attested copies. Notwithstanding anything herein provided to the contrary, it is hereby expressly agreed and declared by the parties hereto that if the Purchaser shall request from the Vendor any certified copies of title deeds or documents or their memorials registered in the Land Registry in respect of the Property (save and except those title deeds and documents relating exclusively to the Property) which the Vendor has an obligation hereunder to provide to the Purchaser, the Purchaser shall, notwithstanding the fact that any of such certified copies shall not have been provided to the Purchaser prior to completion, complete the purchase of the Property in accordance with the terms herein contained Provided that the Vendor shall provide copies of such title deeds and documents or their memorials obtained from the Land Registry for perusal by the Purchaser's Solicitors and Provided Further that the Vendor's Solicitors shall give an undertaking to the Purchaser's Solicitors to provide such certified copies to the Purchaser's Solicitors within a reasonable time in any event within 30 days on the usual undertaking after completion.

19. Vacant possession of the Property shall be given to the Purchaser on completion.

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

21. Should the Purchaser fail (other than due to the default of the Vendor) to complete the purchase in accordance with the terms hereof, the Vendor may (without tendering an Assignment to the Purchaser) forthwith determine this Agreement by giving notice of termination/rescission in writing to the Purchaser or its Solicitors to such effect and the Vendor shall thereupon be entitled to re-enter upon the Property and repossess the same if possession shall have been given to the Purchaser free from any right or interest of the Purchaser therein and the Vendor shall be entitled to forfeit the

Deposits absolutely without prejudice to any other rights and remedies of the Vendor. Upon determination of this Agreement the Vendor may resell the Property either by public auction or by tender or by private contract as a whole or partly by one and partly by the other subject to such stipulations as the Vendor may think fit and any increase in price on resale shall belong to the Vendor without prejudice to the Vendor's right to recover the actual loss which may flow from the Purchaser's breach of this Agreement. On such resale any deficiency in price shall be made good and all expenses for attending to such resale shall be borne by the Purchaser and such deficiency and expenses shall be recoverable by the Vendor as a debt. Neither this clause nor the exercise by the Vendor of any right of forfeiture shall preclude or be deemed to preclude the Vendor from taking other steps or remedies to enforce the Vendor's rights whether hereunder or otherwise or prevent the Vendor from recovering any damages which he may have suffered, including but not limited to damages representing interest paid or lost by him by reason of the Purchaser's failure. On the exercise of the Vendor's right to determine/rescind this Agreement as aforesaid the Purchaser shall have no claim whatsoever to the Property and the Vendor shall have the right (and is hereby authorised by the Purchaser so to do), if this Agreement shall have been registered at the Land Registry, to register at the Land Registry an instrument signed by the Vendor alone evidencing such determination as aforesaid of the sale of the Property and to vacate the registration of this Agreement. On registration of such an instrument in the Land Registry, the Purchaser shall be conclusively deemed to have been divested of all interests in the Property. Upon registration of such an instrument, any tenant, purchaser, mortgagee or any person dealing with the Vendor shall not be bound, or be entitled, to see or enquire whether the Vendor was entitled to determine this Agreement, or to enquire into the propriety or regularity or otherwise of the steps taken by the Vendor in the determination and, so far as regards the safety and protection of any such tenant, purchaser, mortgagee or any other person, this Agreement shall be deemed to have been duly determined and the remedy of the Purchaser (if any) against the Vendor shall be in damages only. The Vendor shall also be entitled to recover from the Purchaser all stamp duty which the Vendor has paid or is liable to pay as a result of the Purchaser's default.

22. In the event of the Vendor failing to complete the sale in accordance with the terms hereof (other than due to the default of the Purchaser and other than as provided in Clause 14 hereof), the Deposits shall be returned to the Purchaser forthwith who shall also be entitled to recover from the Vendor damages which the Purchaser may sustain by reason of such failure on the part of the Vendor and it shall not be necessary for the Purchaser to tender an Assignment to the Vendor for execution.

23. 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 action may have sustained by reason of the breach by the other party to this Agreement.

24. (a) The Vendor hereby declares that he has not received any notice under the Lands Resumption Ordinance (Cap.124) or the Mass Transit Railway (Land Resumption and Related Provisions) Ordinance (Cap.276) or any form of notice of a similar nature or any notice from any Government Authorities the implementation of which would materially affect the occupation or enjoyment of the Property. The Vendor undertakes to notify the Purchaser forthwith in writing if on or before the date of completion any such notice or order is issued. If it shall be ascertained at any time before the date of completion that the Property is affected by any of the aforesaid Ordinances, the Purchaser shall be entitled to, by notice in writing to the Vendor, rescind this Agreement in which event the Deposits paid hereunder shall be returned by the Vendor to the Purchaser forthwith in full but without any compensation, interest (if that return is made within 7 days) or costs and the parties hereto shall at their own costs enter into and cause to be registered at the Land Registry concerned an Agreement for Cancellation.

(b) The Vendor gives no warranty whatsoever whether the Property is included in any lay-out plans (draft or approved) under the Town



**Planning Ordinance (Cap.131).**

- (c) Notwithstanding any provisions contained herein, this clause shall not be superseded by the Special Conditions mentioned in Clause 38 herein.

25. There are incorporated into this Agreement as if they were herein written the conditions set out in Part A of the Second Schedule to the Conveyancing and Property Ordinance, Cap.219. In the event of conflict between any of such conditions with any of the provisions in this Agreement, the provisions of this Agreement shall prevail.

26. This Agreement supersedes all previous contracts or agreements entered into between the Vendor and the Purchaser.

27. This Agreement sets forth the entire agreement and understanding between the Vendor and the Purchaser in connection with the sale and purchase hereby agreed and no party has relied on any representation warranty or undertaking of any other party save for any representation, warranty or undertaking expressly set out or referred to in this Agreement.

28. (a) The Property is now subject to a Legal Charge/Mortgage more particularly set out in Part VII of the First Schedule hereto ("the Mortgage") in favour of the Chargee/Mortgagee therein mentioned ("the Chargee"). The Vendor undertakes to discharge the Property from the Mortgage at its own costs and expenses and to obtain a Release/Discharge thereof on or before completion.

(b) In the event that the Release/Discharge of the Property from the Mortgage shall be executed by the Chargee's attorney, the Vendor shall at its own costs and expenses produce certified copy or copies of the relevant Power(s) of Attorney to the Purchaser. Where the Release/Discharge of the Property is executed by the Chargee by an attorney under a power of attorney made more than 12 months before the execution thereof, the Vendor will at its own costs and expenses make a Statutory Declaration pursuant to Section 5(4)(b) of the

Powers of Attorney Ordinance (Cap.31) or supply the Purchaser with a letter of confirmation from the Chargee certifying the continual validity of the relevant Power of Attorney at the material time when the Release/Discharge is executed.

29. The Vendor covenants with the Purchaser that after the signing of this Agreement by the Vendor, the Vendor will not assign or create any other incumbrance over the Property.

30. The Vendor hereby declares and confirms that no third party (whether related or otherwise) has any right or interest whatsoever in the Property. The Vendor further declares and confirms that the Vendor has the absolute right and interest in the Property. In the event of any third party claim to the Property, which the Vendor is unable to remove/release/discharge (as the case may be) on or before completion the Purchaser shall be entitled to rescind this Agreement whereupon the Vendor shall forthwith return the Deposits to the Purchaser and without prejudice to the Purchaser's right to claim against the Vendor for all losses and damages sustained by the Purchaser by reason of the Vendor's failure and/or inability to complete the sale in accordance with the terms hereof and it shall not be necessary for the Purchaser to tender an Assignment to the Vendor for execution.

31. Any notice required to be given hereunder shall be sufficiently and validly given if delivered by hand, despatched by fax or sent by ordinary prepaid post to the addressee at its address specified above or its last known address or to its solicitors. Any such notice shall be deemed to have been received by the recipient when delivered (if so delivered by hand) or on the date of despatch (if despatched by fax) or on the second business day after despatch (if so despatched by ordinary prepaid post).

32. (a) It is hereby declared that (if the context permits or requires) the singular number shall include the plural and the masculine feminine and neuter genders shall include the others of them.
- (b) Where any party hereto refers to and includes more than one person the agreement and warranties by that party shall be joint and several

agreements and warranties by his constituents who shall be jointly and severally liable to the other party or parties to this Agreement.

33. This Agreement is executed pursuant to a Provisional Agreement for Sale and Purchase dated 30<sup>th</sup> December 2021 and made between the parties hereto.

34. It is hereby declared by the parties hereto that the information as contained in the Second Schedule hereto is true to the best of the parties' knowledge information and belief.

35. (a) The Vendor shall also on completion deliver all the furniture and fittings set out in Part VIII of the First Schedule hereto ("the said furniture and fittings") which are presently installed in the Property in their present state and condition (fair wear and tear excepted) to the Purchaser or his nominee or sub-purchaser by leaving the same at the Property.

(b) The Vendor hereby warrants that none of the said furniture and fittings is subject to any charge, lien, hire purchase agreement or any other incumbrances whatsoever.

(c) To remove doubt, it is hereby expressly agreed that failure by the Vendor to deliver the said furniture and fittings or any part thereof to the Purchaser does not entitle the Purchaser to rescind this Agreement. The only relief in such cases which is open to the Purchaser who must complete the purchase is damages only.

36. The Vendor agrees to permit the Purchaser or the Purchaser's intended mortgagee or its representatives to view the Property for valuation purpose once prior to the date of completion on such date and at such time as may be convenient to the parties by prior appointment with the Vendor and once on or immediate before the date of completion in order to ascertain vacant possession can be delivered upon completion by prior appointment with the Vendor.

37. (a) When any of the date or dates on which payment(s) is/are required to be made or if the Date of Completion ("the Relevant Date") shall fall

on a date on which either the Vendor or the Purchaser or his attorney ("the Required Person") is/are subject to quarantine for having contracted or under observation for suspected contraction of any of the Scheduled Infectious Diseases ("the Disease") or isolated in relation to the Disease under the provisions of the Prevention and Control of Disease Ordinance (Cap.599) and its subsidiary legislation, the Prevention and Control of Disease Ordinance (Cap.599A) or other similar legislation, the Relevant Date shall automatically be postponed for seven (7) business days after the day when the Required Person is/are discharged from the quarantine or is/or no longer required to be isolated.

- (b) When any of the Relevant Date shall fall on a date on which the office of either the Vendor's solicitors or the Purchaser's solicitors ("the Office") is closed for the purpose of carrying out disinfecting procedure or is subject to closure of staff isolation order/measures under the Prevention and Control of Disease Ordinance (Cap.599) and its subsidiary legislation, the Prevention and Control of Disease Ordinance (Cap.599A) or other similar legislation by reason of the occurrence of a case of the Disease, the Relevant Date shall automatically be postponed for seven (7) business days after the day when the Office re-opens or the relevant staff are no longer required to be isolated. If the Office remains closed or the relevant staff shall remain in isolated exceeding the Relevant Date, then the Vendor or the Purchaser whose Solicitors' Office has been closed should use his best endeavours to instruct another firm of solicitors to act for him so that payment/completion can take place not later than fourteen (14) business days after the Relevant Date.

38. There are incorporated into this Agreement the terms and conditions ("the Special Conditions") as set out in the Annexure. In the event of any conflict or inconsistency between the provisions of the terms and conditions herein and those of the

**Special Conditions, the meaning and effect of the provision of the Special Conditions shall prevail.**

**As witness the hands of the said parties hereto the day and year first above written.**

## THE FIRST SCHEDULE

### PART I

Vendor : RAPID CITY LIMITED (捷利城有限公司) whose registered office is situate at 2<sup>nd</sup> Floor, PopOffice, No.9 Tong Yin Street, Tseung Kwan O, Kowloon, Hong Kong.

(Business Registration No.21817561)  
(as beneficial owner)

### PART II

Purchaser : SHINE WEALTHY LIMITED (亮康有限公司) whose registered office is situate at 22<sup>nd</sup> Floor, Chevalier Commercial Centre, No.8 Wang Hoi Road, Kowloon Bay, Kowloon, Hong Kong.

(Business Registration No.73622790)  
(as sole owner)

### PART III

Date of Completion : 15<sup>th</sup> March 2022

### PART IV

Purchase Price : The Purchase Price shall be HONG KONG DOLLARS NINETY TWO MILLION NINE HUNDRED AND SEVENTY THOUSAND ONLY (HK\$92,970,000.00) which shall be paid by the Purchaser to the Vendor in the following manner :-

- (a) HK\$4,648,500.00 being the initial deposit and in part payment of the Purchase Price which has already been paid by the Purchaser to the Vendor's solicitors as stakeholders prior to the signing of this Agreement.

- (b) HK\$4,648,500.00 being the further deposit and in part payment of the Purchase Price which shall be paid by the Purchaser to the Vendor's solicitors as stakeholders on or before 13<sup>th</sup> January 2022.

The deposits payable under (a) and (b) above shall be paid to the Vendor's solicitors as stakeholder who may release the same to the Vendor provided that the balance of the purchase price is sufficient to discharge the existing charge(s)/mortgage(s) and Special Stamp Duty not yet paid by the Vendor (if any) against the Property.

- (c) HK\$83,673,000.00 being the balance of the Purchase Price to be paid by the Purchaser to the Vendor on Date of Completion.

#### PART V

The Property :-

ALL THOSE 20,660 equal undivided 905,336<sup>th</sup> parts or shares of and in ALL THAT piece or parcel of ground registered in the Land Registry as THE REMAINING PORTION OF TSUEN WAN TOWN LOT NO.313 and ALL THOSE 20,660 equal undivided 779,537<sup>th</sup> parts or shares of and in all the messuages erections and buildings thereon known as "HIGH BLOCK OF CHEUNG FUNG INDUSTRIAL BUIDLING (長豐工業大廈高座)" ("the Building") TOGETHER with the sole and exclusive right and privilege to hold use occupy and enjoy ALL THOSE UNIT 2 (formerly known as Units 4 and 5) and the Corridor Area adjoining thereto on the EIGHTH FLOOR of the Building as shown and designated "Workshop 2" and "Corridor" on the 8<sup>th</sup> Floor Plan annexed to an Assignment registered in the Land Registry by Memorial No.TW678163 and re-registered by Memorial No.TW709354 and thereon coloured Pink and Pink hatched Black respectively.

#### PART VI

A Deed of Mutual Covenant registered in the Land Registry by Memorial No.TW653006 and a Management Agreement registered in the Land Registry by Memorial No.TW653007.

**PART VII**

Chargee/Mortgagee : Nil  
Charge/Mortgage Memorial No. :  
Amount Secured :

**PART VIII**

Furniture and Fittings : Nil



## THE SECOND SCHEDULE

Information included for the purposes of Section 29B(1) of the Stamp Duty Ordinance (Cap. 117).

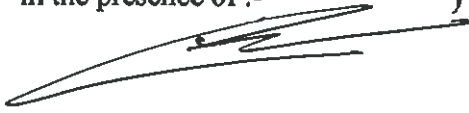
- (A)      The Vendor's name and address: see Part I of the First Schedule  
          The Purchaser's name and address: see Part II of the First Schedule
- (B)      The Vendor's Identification No.: see Part I of the First Schedule  
          The Purchaser's Identification No.: see Part II of the First Schedule
- (C)      Where either party is not an individual but is registered under the Business  
          Registration Ordinance.  
          The Vendor's Business Registration No. : see Part I of the First Schedule  
          The Purchaser's Business Registration No. : see Part II of the First Schedule
- (D)      Description and location of the Property : see Part V of the First Schedule
- (E)      It is certified to the best of the parties' knowledge, information and belief  
          that the Property comprises non-residential property within the meaning of  
          Section 29 A(1) of the Stamp Duty Ordinance, Cap.117.
- (F)      The date of this Agreement : see page 1
- (G)      The date of any preceding unwritten sale agreement or agreement for sale  
          made between the same parties on the same terms: see Clause 33 hereof
- (H)      The date of the Conveyance on Sale :  
          The parties have agreed the Date of Completion specified in Clause 4 and  
          Part III of the First Schedule as the agreed date for the conveyance on sale  
          pursuant to this Agreement.
- (I)      The agreed consideration :  
          There is an agreed consideration for the conveyance on sale that is to, or  
          may, take place pursuant to this Agreement and the amount or value of the  
          agreed consideration is stated in Clause 2 and Part IV of the First Schedule.
- (J)      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 connection with the agreement for sale or any  
          conveyance on sale (excluding legal expenses): Nil

SIGNED by Chan Cheuk Him )  
Paul, Director ----- )  
for and on behalf of the Vendor )  
in the presence of :- )

For and on behalf of  
*Rapid City Limited*

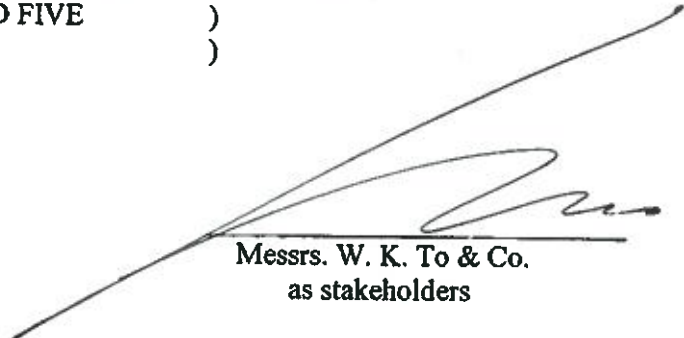


Authorized Signature



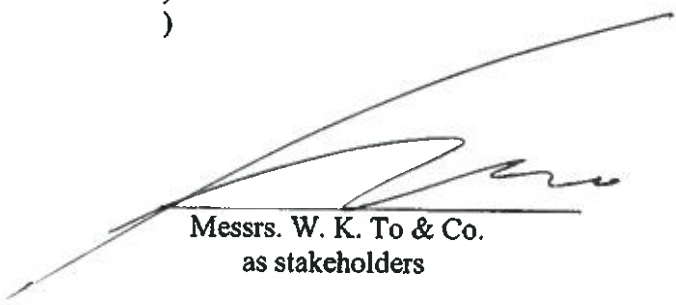
Chau Chan Piu  
Solicitor, Hong Kong SAR  
W. K. To & Co.

RECEIVED on or before the day and year )  
first above written of and from the Purchaser the )  
above mentioned initial deposit of HONG KONG )  
DOLLARS FOUR MILLION SIX HUNDRED ) HK\$4,648,500.00.  
FORTY EIGHT THOUSAND AND FIVE )  
HUNDRED Only. )



Messrs. W. K. To & Co.  
as stakeholders

RECEIVED on or before the day and year )  
first above written of and from the Purchaser the )  
above mentioned further deposit of HONG KONG )  
DOLLARS FOUR MILLION SIX HUNDRED ) HK\$4,648,500.00.  
FORTY EIGHT THOUSAND AND FIVE )  
HUNDRED Only. )



Messrs. W. K. To & Co.  
as stakeholders

For and on behalf of  
SHINE WEALTHY LIMITED

SIGNED by Tam Kwok Wing,)  
its director - - - - - )  
for and on behalf of the Purchaser )  
~~in the presence of:-~~ whose )  
signature is verified by:)

.....  
Authorized Signature



Lee Ying Bui, Andrew  
Solicitor, Hong Kong SAR  
Robertsons

**ANNEXURE**

**Notwithstanding any other provisions in this Agreement to the contrary, the Additional Terms and Conditions set out in the Annexure herein shall be incorporated in and form an integral part of this Agreement. In the event of conflict, the provisions set out in the Annexure herein shall prevail.**

1. By an agreement ("the Related Agreement") of even date of this Agreement, the Vendor agrees to sell and the Purchaser agrees to purchase the property known as Unit 1 with Air Handling Plant Room (formerly known as Units 1,2,3 together with the Air Handling Plant Room) on 8<sup>th</sup> Floor of High Block, Cheung Fung Industrial Building, 23-39 Pak Tin Par Street, Tsuen Wan, New Territories ("the Related Property"). Notwithstanding anything herein to the contrary, the parties hereto agree as follows:-
  - a) It is a fundamental condition of this Agreement that the performance of the terms and conditions of this Agreement and the completion of the sale and purchase of the said premises shall take place simultaneously with the performance of the terms and conditions and completion of the sale and purchase of the Related Property under the Related Agreement.
  - b) If the Purchaser shall fail to complete the purchase of the Related Property in accordance with the terms and conditions of the Related Agreement, the Purchaser shall be deemed to have made default in this Agreement and the Vendor shall have the option and/or right to terminate this Agreement and to forfeit all the deposit(s) paid by the Purchaser hereunder and to exercise all the rights of the Vendor in accordance with this Agreement, including but not limited to the right to bring an action for specific performance of this Agreement and/or claim for damages, without prejudice to all the rights and claims of the Vendor under the Related Agreement.
  - c) If the Vendor shall fail to complete the sale and purchase of the Related Property in accordance with the Related Agreement, the Vendor shall be deemed to have made default in this Agreement in which event the Vendor shall refund to the Purchaser all the deposit(s) paid hereunder and the Purchaser shall be entitled to exercise all the rights of the Purchaser in accordance with this Agreement, including but not limited to the right to bring an action for specific performance of this Agreement and/or claim for damages, without prejudice to all the rights and claims of the Purchaser under the Related Agreement.
  - d) If the Related Agreement is at any time being lawfully cancelled according to the terms thereof, the sale and purchase of the said premises under this Agreement shall also be deemed to have been cancelled simultaneously and the Vendor shall forthwith return to the Purchaser all deposit(s) received by the Vendor hereunder without interest costs or compensation and the parties hereto shall at their



own outlay and expense enter into a cancellation agreement to cancel this Agreement and thereafter neither party hereto shall have any claim for damages, specific performance or any other remedies whatsoever against the other party hereto.

- 2(1)(a) The Vendor does not represent and gives no warranty as to whether there is any illegal or unauthorized structure or alteration or building works in or to the said premises ("the UBW") (if any) and that the UBW (if any) may affect title to the said premises. Save for the rectification costs concerning notices/ orders issued prior to the date of completion (as provided under Clauses 2(1)(b) and 2(1)(c) below), the Purchaser specifically agrees that the said premises is sold subject to the UBW (if any) and that the Purchaser shall not raise and hereby waive its right to raise any requisition on title relating to or arising from the UBW (if any). Save as provided under Clauses 2(1)(b) and 2(1)(c) below, the Purchaser shall not be entitled to any reduction or abatement in the purchase price or to rescind the purchase by reason of the existence of the UBW (if any). As at the date hereof, the Vendor represents and warrants that it is not aware of and has not received any enquiries, notices or orders issued by any of the Management Body (as defined below). The Vendor shall promptly notify the Purchaser in writing of the details upon receipt of any such enquiries, notices and/or orders.
- (b) The Vendor does not represent and gives no warranty as to whether there being any notice or order from any Government or other competent authority or the Manager or the Incorporated Owners ("the Management Body") of the building or building complex of which the said premises forms part ("the Building") requiring the Vendor to inspect, demolish or reinstate or repair or to carry out any works to any part of the said premises. 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 served or issued before the date of completion, all the costs related to such inspection, demolition or reinstatement or repair or works (as the case may be) shall be borne by the Vendor absolutely and the Purchaser shall purchase the said premises subject to such notice and/or order (as the case may be).
- (c) The Vendor does not represent and give no warranty as to whether there is any other notice or order from any Government or other competent authority or the Management Body of the Building or any resolution has been passed by the incorporated owners of the Building requiring the Vendor as one of the co-owners of the building to inspect, effect repair, maintenance, decoration and/or renovation and/or any works to any common part and/or facility of the Building. 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 served or issued on or before the date of completion, all the costs related to such inspection, repair, maintenance, decoration and/or renovation and/or works (as the case may be) shall be borne by the Vendor absolutely and the Purchaser shall purchase the said premises subject to such notice and/or order (as the case may be).



- (d) For the avoidance of doubt, the existence of the UBW (if any) shall not entitle the Purchaser to rescind the purchase or refuse to complete the purchase of the said premises, nor any abatement the purchase price.
  - (e) The Purchaser is fully aware that the demolition of the original partition walls inside the said premises and in the Related Property was carried out without the approval or consent of any Government or other competent authority or the Management Body of the Building. The Purchaser shall not be entitled to raise any requisition or objection on such demolition or any matter relating thereto.
- (2) A copy of the plan of the said premises has been provided to the Purchaser. For identification purpose only, the said premises is as shown and coloured pink on the said plan. The Vendor give no warranty as to whether the present physical layout of the said premises has encroached on the common parts of the Building. The existence of any such encroachment shall not entitle the Purchaser to rescind the purchase or refuse to complete the purchase of the said premises, nor any abatement in the purchase price. The Purchaser shall not be entitled to and hereby waives its right to raise any requisition or objection on such encroachment and any matter relating thereto.
- (3) Notwithstanding the said premises is to be sold to the Purchaser with vacant possession, the Vendor shall not be responsible and shall not be required to remove any fixture, furniture, fittings, chattels, objects, debris, rubbish, unwanted items or junks left inside or outside the said premises and the Purchaser shall at its own costs and expenses remove the same after completion and the Purchaser shall not be entitled to any reduction or abatement in the purchase price or to rescind the purchase by reason of thereof.
- (4) Notwithstanding any provision in this Agreement to the contrary, if the sale and purchase of the said premises is cancelled due to title issues, neither the Vendor nor the Purchaser shall be required to pay any commission or service charge to the Agent.
- (5) Should completion of the sale and purchase of the said premises not take place due to any reasons whatsoever, neither the Vendor nor the Purchaser shall be required to pay any commission to the Agent.

Date: 30 DEC 2021

For and on behalf of  
Rapid City Limited

.....  
Authorized Signature

Signed by Vendor

.....  
SIGNED BY AGENT

Signed by Agent

For and on behalf of  
SHINE WEALTHY LIMITED  
亮康有限公司

.....  
Authorized Signature(s)

Signed by Purchaser



Dated the 13th day of January 2022

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**A G R E E M E N T**

**For Sale and Purchase**

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**W. K. TO & CO.  
Solicitors & Notaries,  
11th Floor, Wheelock House,  
20 Pedder Street,  
Central,  
Hong Kong.**

**Our Ref. : TA/21-95225(KK)**

G:\Precedent - Conveyancing\Agreement\  
Agreement - BC (November 2016)