

**RE: GOLDEN LEAF INTERNATIONAL GROUP LIMITED**  
**(the “Company”)**

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**LEGAL OPINION**

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**A. BACKGROUND**

1. Those instructing me act for the Company in relation to the proposed listing (the “**Proposed Listing**”) of its shares on GEM of the Stock Exchange of Hong Kong Limited (the “**Stock Exchange**”).
2. I am instructed that this Legal Opinion is addressed to, and for the benefit of, and relied on by the Company, the Sponsor, and the Joint Overall Coordinators (for themselves and on behalf of the Underwriters) (as defined in the Prospectus of the Company dated 30 September 2025 (the “**Prospectus**”)) (the “**Addressees**”) of the Proposed Listing and for the purpose of the Proposed Listing. I am also instructed that the contents of this Legal Opinion shall be disclosed if required to the Addressees and their respective advisors, directors, officers, employees, agents and controlling shareholders, the Stock Exchange and the Securities and Futures Commission (the “**SFC**”), or as required to do so by law, regulation or order of a court or regulatory authority. I am instructed that this Legal Opinion may be made available for inspection by the public, my name and details may be disclosed in the Prospectus for the Proposed Listing and I shall become and be named as an expert in the Prospectus.
3. I am instructed that the Company indirectly or wholly owns the following companies incorporated in Hong Kong:
  - (a) Golden Leaf International (Hong Kong) Limited (“**GLHK**”), formerly known as Golden Leaf Air-Conditioning Engineering Limited;
  - (b) Golden Leaf International Limited (“**GLIL**”), formerly known as Golden Zone Int’l Engineering Limited;
  - (c) Universal Protech Limited (“**UPL**”); and
  - (d) Xuan Holding Limited (“**Xuan**”), an investment holding company acquired by an offshore subsidiary of the Company in June 2025.

4. I am specifically instructed to advise on the Hong Kong laws and regulations applicable to GLHK, GLIL, and UPL (collectively the “**Subsidiaries**”) within the period from 1 April 2023 to 31 March 2025 (the “**Track Record Period**”).
5. I am instructed that Xuan is an investment holding company which was acquired by an offshore subsidiary of the Company subsequent to the Track Record Period, and is therefore not within the scope of this Legal Opinion, except on whether it was duly incorporated and duly subsisting, and whether the shares transfers and allotment were legally completed.
6. I have received and perused the Instructions to Counsel sent to me dated 20 May 2025 containing a list of matters for me to give my opinion on. Based on the Instructions, I have prepared an Information Request List on the same day. By emails dated 21 May 2025, 4 June 2025, 5 June 2025, 9 June 2025, 10 June 2025, 8 July 2025, 5 September 2025, 23 September 2025 and 25 September 2025, I was provided with copies of various documents and information.
7. Apart from those documents provided to me in the said emails, I have not perused the underlying documents or any other documents for the purpose of this Legal Opinion. The opinions hereinbefore given are based upon the following assumptions:
  - (a) There are no provisions of the laws of any jurisdiction outside Hong Kong which would be contravened by the execution or delivery of the documents and that, in so far as any obligation expressed to be incurred under the documents is to be performed in or is otherwise subject to the laws of any jurisdiction outside Hong Kong, its performance will not be illegal by virtue of the laws of that jurisdiction.
  - (b) The documents are within the capacity and powers of and have been duly authorised, executed and delivered by each of the parties thereto and have been duly delivered by the Subsidiaries and constitute the legal, valid and binding obligations of each of the parties thereto enforceable in accordance with their terms as a matter of the laws of all relevant jurisdictions (other than Hong Kong).

- (c) All authorisations, approvals, consents, licences and exemptions required by and all filings and other requirements of each of the parties to the documents outside Hong Kong to ensure the legality, validity and enforceability of the documents have been duly obtained, made or fulfilled and are in full force and effect and that any conditions to which they are subject have been satisfied.
- (d) All original documents are authentic, that all signatures and seals are genuine, that all documents purporting to be sealed have been so sealed and that all copies conform to their originals.
- (e) The records maintained by Judiciary of Hong Kong and the relevant government departments, as well as the databases maintained by Accolade Search Ltd. (“**Accolade**”) and D-Law HK, at which searches were conducted constitute a complete record of legal proceedings in Hong Kong.

8. This Legal Opinion is also given subject to the following qualifications:

- (a) I do not have access to all documents in the possession of the Company and had relied on the Company to fully and frankly disclose all relevant documents to me upon the requests made in my Information Request List. There are matters which I cannot confirm without relying on the full and frank disclosure by the Company in respect of those matters. In particular, the absence of certain matters cannot be confirmed by any documentary evidence, and I am only able to give an opinion on the bases of (i) the confirmation by the Company of the same, and (ii) the absence of evidence to the contrary. Having said that, I am not aware of any matter or document which contradicts with the confirmation of the Company.
- (b) For this exercise, I have only examined the scanned copies of the documents I requested. I have not perused the original documents and the underlying documents, and have made the assumptions I stated above.

- (c) Investigations by law enforcement authorities are internal affairs of those authorities. Therefore, I can only rely on publicly available information such as press releases of those authorities, or correspondence between the Subsidiaries and those authorities, to form the basis of my opinion whether the Subsidiaries were under any investigation.

**B. DUE INCORPORATION**

9. I am instructed to opine on:

*“Whether the Hong Kong Group Companies are duly incorporated and validly subsisting.”*

10. I am of the view that the Subsidiaries and Xuan are duly incorporated and validly subsisting.

**GLHK**

11. For GLHK, I have perused the following documents and information to form my view:

- (a) The search records through the online system of the Companies Registry in Hong Kong on 20 September 2025 indicating that “*Golden Leaf International (Hong Kong) Limited*” exists in the records, and that the active status of the Subsidiary is “live”.
- (b) Copy of the Certificate of Incorporated dated 30 September 2006 bearing GLHK’s former name “*Golden Leaf Air-Conditioning Engineering Limited*”, and the Certificate of Change of Name dated 20 December 2016 certifying the former name was changed to “*Golden Leaf International (Hong Kong) Limited*”.
- (c) Copy of the Memorandum and Articles of Association dated 25 September 2006 and filed on 30 September 2006.

- (d) Copy of the Certificate of Continuing Registration dated 26 September 2025 obtained from the Companies Registry for the purpose of this Legal Opinion.
- (e) There being no other documents in the document index kept by the Companies Registry for this company indicating otherwise.

GLIL

12. For GLIL, I have perused the following documents and information to form my view:
- (a) The search records through the online system of the Companies Registry in Hong Kong on 20 September 2025 indicating that “*Golden Leaf International Limited*” exists in the records, and that the active status of the Subsidiary is “live”.
  - (b) Copy of the Certificate of Incorporated dated 31 December 2009 bearing GLIL’s former name “*Golden Zone Int’l Engineering Limited*”, and the Certificate of Change of Name dated 30 January 2013 certifying the former name was changed to “*Golden Leaf International Limited*”.
  - (c) Copy of the Memorandum and Articles of Association dated 22 December 2009 and filed on 31 December 2009.
  - (d) Copy of the Certificate of Continuing Registration dated 26 September 2025 obtained from the Companies Registry for the purpose of this Legal Opinion.
  - (e) There being no other documents in the document index kept by the Companies Registry for this company indicating otherwise.

UPL

13. For UPL, I have perused the following documents and information to form my view:

- (a) The search records through the online system of the Companies Registry in Hong Kong on 20 September 2025 indicating that “*Universal Protech Limited*” exists in the records, and that the active status of the Subsidiary is “*live*”.
- (b) Copy of the Certificate of Incorporated dated 16 October 2006 bearing UPL’s name “*Universal Protech Limited*”.
- (c) Copy of the Memorandum and Articles of Association dated 9 October 2006 and filed on 16 October 2006.
- (d) Copy of the Certificate of Continuing Registration dated 26 September 2025 obtained from the Companies Registry for the purpose of this Legal Opinion.
- (e) There being no other documents in the document index kept by the Companies Registry for this company indicating otherwise.

Xuan

14. For Xuan, I have perused the following documents and information to form my view:

- (a) The search records through the online system of the Companies Registry in Hong Kong on 20 September 2025 indicating that “*Xuan Holding Limited*” exists in the records, and that the active status of the Subsidiary is “*live*”.
- (b) Copy of the Certificate of Incorporated dated 12 August 2022 bearing Xuan’s name “*Xuan Holding Limited*”.
- (c) Copy of the Certificate of Continuing Registration dated 26 September 2025 obtained from the Companies Registry for the purpose of this Legal Opinion.
- (d) There being no other documents in the document index kept by the Companies Registry for this company indicating otherwise.

C. **SHARES TRANSFER AND ALLOTMENT**

15. I am instructed to opine on:

*“Whether the share transfer(s) and/or share issue(s) and allotments of the Hong Kong Group Companies since their incorporation were legally completed.”*

**GLHK**

16. I am of the view that all share transfers, shares issues, and allotments can be considered legally completed as there is no real risk of any party claiming otherwise.

*Legal requirements*

17. The Articles of Association, at Article 2(b), provides that the number of members is limited to 50. I confirm that the number of members never exceeded 50 since incorporation.
18. Article 3 of the Articles of Association provides that the directors may decline to register any transfer of shares without giving any reason. Table A in the First Schedule to the predecessor Companies Ordinance, Cap.32 contains a similar provision at §24, and further provides in §26 that a notice of the refusal shall be sent to the relevant parties within 2 months.

*Memorandum of Association*

19. The Memorandum of Association, at §4, provides that the share capital of GLHK is HK\$10,000 divided into 10,000 shares of HK\$1 each with the power for the company to increase or reduce the said capital and to issue any part of its capital, etc. Upon signing of the Memorandum of Association, Honorway Secretaries Limited subscribed for 1 share on 30 September 2006.



*Allotment in 2006*

20. On 7 November 2006, 899 shares were allotted to Ip Kam Yik (300 shares), Lui Kwok Kit (299 shares) and Yau Ka Ho (300 shares).
21. There is no special provision on allotment in the Articles of Association. However, by virtue of Article 1, further references have to be made to Table A of the old Companies Ordinance, Cap.32. The most recent and therefore applicable version as at the date of incorporation (30 September 2006) is the version dated 13 February 2004:
  - (a) §2 provides that any shares may be issued by ordinary resolution.
  - (b) §45 provides that the share capital can be increased by ordinary resolution.
  - (c) §48 further provides that the directors shall not exercise any power to allot shares without the prior approval of the company in general meeting.
22. I am provided with a copy of the undated minutes of the Directors' Meeting with Ip Kam Yik, Lui Kwok Kit, and Yau Ka Ho sitting as Directors approving the above allotment. However, there are no minutes of general meeting of shareholders evidencing any prior approval to the above allotment. Further, there is no minutes evidencing any approval to increase share capital and to issue shares additional to the 1 share originally held by Honorway Secretaries Limited.
23. It therefore seems that §§2, 45, 48 of Table A were breached. However, they are internal matters of GLHK and would neither attract criminal liability under the Companies Ordinance nor penalty from any authorities in respect to the GLHK, its shareholders, or its director. In particular, the allotment has been duly notified to the Companies Registry by Form SC1 on 7 November 2006.
24. I also take that view that there is a very low risk of civil action in respect of these breaches. The potential problem with the lack of approval is that the original sole

shareholder, i.e. Honorway Secretaries Limited, may claim that they still own the entire shareholding of GLHK. However, as shown on the Companies Register, Honorway Secretaries Limited has already been dissolved by deregistration on 4 April 2019, and will no longer be able to make any claim.

*Transfer in 2006*

25. On 7 November 2006, Honorway Secretaries Limited transferred its only 1 share to Lui Kwok Kit. This is evidenced by the Bought and Sold Notes and the Instrument of Transfer executed and duly stamped on the same day.
26. There is no indication from the documents available to me that any director had declined to register any transfer. On the contrary, all transfers have been duly reported in the relevant Annual Returns. In any event, the 2-month period for the directors to give notice to decline to register shares has long lapsed. I take the view that the transfer is valid.

*Transfer in 2008*

27. On 11 November 2008, Ip Kam Yik transferred all his 300 shares to Yau Ka Ho. This is evidenced by the Bought and Sold Notes and the Instrument of Transfer executed and duly stamped on the same day.
28. There is no indication from the documents available to me that any director had declined to register any transfer. On the contrary, all transfers have been duly reported in the relevant Annual Returns. In any event, the 2-month period for the directors to give notice to decline to register shares has long lapsed. I take the view that the transfer is valid.

*Allotment in 2013*

29. On 4 December 2013, 900 additional shares were allotted to Ip Kam Yik (600 shares) and Lui Kwok Kit (300 shares).
30. I am provided with a copy of the minutes of the Directors' Meeting dated 4 December 2013 with Ip Kam Yik, Lui Kwok Kit, and Yau Ka Ho sitting as Directors approving the above allotment. There is also a copy of the minutes of Shareholders' Meeting dated 4 December 2013 with all the then existing shareholders, i.e. Lui Kwok Kit and Yau Ka Ho approving the above allotment. However, there is no minutes evidencing any approval to increase share capital and to issue shares.
31. It therefore seems that §§2 and 45 of Table A were breached. However, similarly, they are internal matters of GLHK and would neither attract criminal liability under the Companies Ordinance nor penalty from any authorities in respect to the GLHK, its shareholders, or its director. In particular, the allotment has been duly notified to the Companies Registry by Form SC1 on 10 December 2013.
32. Given that the allotment itself has already been approved by all existing shareholders at the time, the risk of any civil action in relation to the above two technical breaches is extremely low. I take the view that no rectification is necessary.

#### *Transfer in 2015*

33. On 12 January 2015, Yau Ka Ho transferred 510 shares to Ip Kam Yik. This is evidenced by the Bought and Sold Notes and the Instrument of Transfer executed and duly stamped on the same day.
34. There is no indication from the documents available to me that any director had declined to register any transfer. On the contrary, all transfers have been duly reported in the relevant Annual Returns. In any event, the 2-month period for the directors to give notice to decline to register shares has long lapsed. I take the view that the transfer is valid.

### *Allotment in 2016*

35. On 28 April 2016, 298,200 additional shares were allotted to Ip Kam Yik (98,890 shares), Lui Kwok Kit (99,400 shares), and Yau Ka Ho (99,910 shares).
36. I am provided with a copy of the minutes of the Directors' Meeting dated 28 April 2016 with Ip Kam Yik, Lui Kwok Kit, and Yau Ka Ho sitting as Directors approving the above allotment. There is also a copy of the minutes of Shareholders' Meeting dated 28 April 2016 with all the then existing shareholders, i.e. Ip Kam Yik, Lui Kwok Kit, and Yau Ka Ho approving the above allotment. However, there is no minutes evidencing any approval to increase share capital and to issue shares.
37. It therefore seems that §§2 and 45 of Table A were breached. However, similarly, they are internal matters of GLHK and would neither attract criminal liability under the Companies Ordinance nor penalty from any authorities in respect to the GLHK, its shareholders, or its director. In particular, the allotment has been duly notified to the Companies Registry by Form NSC1 on 3 May 2016.
38. Given that the allotment itself has already been approved by all existing shareholders at the time, the risk of any civil action in relation to the above two technical breaches is extremely low. I take the view that no rectification is necessary.

### *Transfer in 2018*

39. On 3 January 2019, Lui Kwok Kit transferred 76,000 shares to Ip Kam Yik, and Yau Ka Ho transferred 64,000 shares to Ip Kam Yik. This is evidenced by the Bought and Sold Notes and the Instrument of Transfer executed on 31 December 2018 and duly stamped on 3 January 2019.
40. There is no indication from the documents available to me that any director had declined to register any transfer. In any event, the 2-month period for the directors to

give notice to decline to register shares has long lapsed. I take the view that the transfer is valid.

*Transfer in 2021*

41. On 8 April 2021, Yau Ka Ho transferred 18,000 shares to Ip Kam Yik, and transferred 18,000 shares to Lui Kwok Kit. These are evidenced by two sets of the Bought and Sold Notes and the Instrument of Transfer executed on 30 March 2021 and duly stamped on 8 April 2021.
42. There is no indication from the documents available to me that any director had declined to register any transfer. In any event, the 2-month period for the directors to give notice to decline to register shares has long lapsed. I take the view that the transfer is valid.
43. Those instructing me further brought to my attention that, despite the relevant Bought and Sold Notes which noted that each share was sold at HK\$1 (i.e. HK\$36,000 for the total of 36,000 shares transferred), the actual consideration received by Yau Ka Ho for the two transfers was HK\$1,850,000. I have asked for further documentation relating to this arrangement. I note the following matters from the documents provided to me:
  - (a) All parties involved (Yau Ka Ho, Ip Kam Yik, Lui Kwok Kit) has recently signed a written confirmation confirming the arrangement above, including the fact that the aggregate consideration was HK\$1,850,000.
  - (b) The two sets of Bought and Sold Notes were stamped by payment of HK\$1,604 for each brought note / sold note, which is much higher than the usual 0.1% of the consideration (i.e. HK\$18,000 X 0.1% = HK\$18).
  - (c) From the Inland Revenue Department Stamp Office Stamping Request form dated 7 April 2021, the said stamp duty was calculated based on the then “NAV” (i.e. net assets value) of the company, being (HK\$25,464,991.71 +

$\text{HK\$4,400,000} - \text{HK\$3,131,798} / 300,000 \text{ shares} = \text{HK\$89.1106}$  per share. The fictional consideration used for stamp duty assessment for each transfer was therefore  $\text{HK\$89.1106} \times 18,000 \text{ shares} = \text{HK\$1,603,990.8}$ . The stamp duty assessed for each bought note / sold note was therefore  $\text{HK\$1,603,990.8} \times 0.1\% = \text{HK\$1,604}$ .

- (d) In this connection, the aggregate fictional consideration used for stamp duty assessment for the two transfers was  $\text{HK\$1,603,990.8} \times 2 = \text{HK\$3,207,981.6}$ .

44. I take that view that the two transfers are still valid and subsisting, in the sense that there is no real risk that they would be challenged by any party. First, Yau Ka Ho himself has signed a written confirmation of the arrangement, and the risk that he will challenge the transaction is extremely low. Even if he does so, in light of the written confirmation the prospect of success of such a challenge is very low. On the other hand, the Inland Revenue Department has already assessed the stamp duty based on the aggregate fictional consideration for the two transfers of HK\$3,207,981.6 which is much higher than the actual aggregate consideration of HK\$1,850,000. No additional stamp duty is chargeable. Also, the fact that the relevant parties had fully disclosed the NAV of the company for stamp duty assessment also indicates that there was no concealment, and therefore it is extremely unlikely that fraud, deceit, or dishonesty is involved.

#### *Allotment in 2023*

45. On 1 March 2023, 700,000 additional shares were allotted to Ip Kam Yik (602,000 shares) and Lui Kwok Kit (98,000 shares).
46. I am provided with a copy of the minutes of the Directors' Meeting dated 23 February 2023 with Ip Kam Yik and Lui Kwok Kit sitting as Directors approving the allotment. However, there is no minutes of a General Meeting approving the same. That said, I notice that this share allotment was under an offer made pro rata to all members. According to section 57B of the predecessor Companies Ordinance, Cap.32, this constitutes an exemption from the requirement of approval by a general meeting.

47. It therefore seems that only §§2 and 45 (and not §48) of Table A were breached. However, similarly, they are internal matters of GLHK and would neither attract criminal liability under the Companies Ordinance nor penalty from any authorities in respect to the GLHK, its shareholders, or its director. In particular, the allotment has been duly notified to the Companies Registry by Form NSC1 on 3 March 2023.
48. To provide more certainty and to reduce the risk of civil action in respect of these breaches, the Company is advised to obtain a Deed of Release or a Deed of Waiver from the shareholders at the time, i.e. Ip Kam Yik and Lui Kwok Kit, relinquishing their right to claim against GLHK, its shareholders and directors at the time. Alternatively, as they are still shareholders of GLHK, they can pass an ordinary resolution in an Extraordinary General Meeting to give a retrospective approval of the allotment.

#### *Transfer in 2025*

49. On 10 June 2025, Ip Kam Yik and Lui Kwok Kit transferred 860,000 shares and 140,000 shares respectively to Infinite Circuit Holdings Limited. This is evidenced by the Bought and Sold Notes and the Instrument of Transfer executed on the same day and stamped on 11 June 2025.
50. There is no indication from the documents available to me that any director had declined to register any transfer. On the contrary, the transfer has been registered in the Register of Members. I take the view that the transfer is valid.

#### GLIL

51. I am of the view that all share transfers, shares issues, and allotments can be considered legally completed as there is no real risk of any party claiming otherwise.

#### *Legal requirements*

52. The Articles of Association, at Article 2(b), provides that the number of members is limited to 50. I confirm that the number of members never exceeded 50 since incorporation.
53. Article 3 of the Articles of Association provides that the directors may decline to register any transfer of shares without giving any reason. Table A contains a similar provision at §24, and further provides in §26 that a notice of the refusal shall be sent to the relevant parties within 2 months.

*Memorandum of Association*

54. The Memorandum of Association, at §4, provides that the share capital of GLIL is HK\$10,000 divided into 10,000 shares of HK\$1 each with the power for the company to increase or reduce the said capital and to issue any part of its capital, etc. Upon signing of the Memorandum of Association, Ip Kam Yik and Lu Tak Wan respectively subscribed for 95 shares and 5 shares on 22 December 2009.

*Transfer in 2012*

55. On 6 March 2012, Lu Tak Wan transferred his 5 shares to Ip Kam Yik. This is evidenced by the Bought and Sold Notes and the Instrument of Transfer executed and duly stamped on the same day.
56. There is no indication from the documents available to me that any director had declined to register any transfer. On the contrary, all transfers have been duly reported in the relevant Annual Returns. In any event, the 2-month period for the directors to give notice to decline to register shares has long lapsed. I take the view that the transfer is valid.

*Allotment in 2013*



57. On 4 December 2013, 200 additional shares were allotted to Lui Kwok Kit (100 shares) and Yau Ka Ho (100 shares).
58. There is no special provision on allotment in the Articles of Association. However, by virtue of Article 1, further references have to be made to Table A of the old Companies Ordinance, Cap.32. The most recent and therefore applicable version as at the date of incorporation (31 December 2009) is the version dated 11 July 2008:
- (a) §2 provides that any shares may be issued by ordinary resolution.
  - (b) §45 provides that the share capital can be increased by ordinary resolution.
  - (c) §48 further provides that the directors shall not exercise any power to allot shares without the prior approval of the company in general meeting.
59. I am provided with a copy of the minutes of the Directors' Meeting dated 4 December 2013 with Ip Kam Yik sitting as the Director approving the above allotment. There is also a copy of the minutes of Shareholder's Meeting dated 4 December 2013 with the sole shareholder Ip Kam Yik approving the allotment. However, there are no minutes evidencing any approval to increase share capital and to issue shares.
60. It therefore seems that §§2 and 45 of Table A were breached. However, they are internal matters of GLIL and would neither attract criminal liability under the Companies Ordinance nor penalty from any authorities in respect to the GLHK, its shareholders, or its director. In particular, the allotment has been duly notified to the Companies Registry by Form SC1 on 10 December 2013.
61. Given that the allotment itself has already been approved by all existing shareholders at the time, the risk of any civil action in relation to the above two technical breaches is extremely low. I take the view that no rectification is necessary.

*Transfer in 2018*

62. On 14 December 2018, Ip Kam Yik (100 shares), Lui Kwok Kit (100 shares), and Yau Ka Ho (100 shares) transferred all their shares in GLIL to GLHK. These are evidenced by three sets of the Bought and Sold Notes and the Instrument of Transfer executed on 11 December 2018 and duly stamped on 14 December 2018.
63. There is no indication from the documents available to me that any director had declined to register any transfer. In any event, the 2-month period for the directors to give notice to decline to register shares has long lapsed. I take the view that the transfer is valid.

#### UPL

64. I am of the view that all share transfers and shares issues can be considered legally completed as there is no real risk of any party claiming otherwise.

#### *Legal requirement*

65. The Articles of Association, at Article 2(b), provides that the number of members is limited to 50. I confirm that the number of members never exceeded 50 since incorporation.
66. Article 3 of the Articles of Association provides that the directors may decline to register any transfer of shares without giving any reason. Table A dated 13 February 2004 (the most recent and applicable version before the date of incorporation of 16 October 2006) also contains a similar provision at §24, and further provides in §26 that a notice of the refusal shall be sent to the relevant parties within 2 months.

#### *Memorandum of Association*

67. The Memorandum of Association, at §4, provides that the share capital of UPL is HK\$10,000 divided into 10,000 shares of HK\$1 each with the power for the company to increase or reduce the said capital and to issue any part of its capital, etc. Upon

signing of the Memorandum of Association, Honorway Secretaries Limited subscribed for 1 share on 9 October 2006.

*Transfer in 2007*

68. On 3 April 2007, Honorway Secretaries Limited transferred the 1 share to Lee Lai Cheung. This is evidenced by the Bought and Sold Notes and the Instrument of Transfer executed and duly stamped on the same day.
69. There is no indication from the documents available to me that any director had declined to register any transfer. On the contrary, all transfers have been duly reported in the relevant Annual Returns. In any event, the 2-month period for the directors to give notice to decline to register shares has long lapsed. I take the view that the transfer is valid.

*Transfer in 2011*

70. On 11 April 2011, Lee Lai Cheung transferred the 1 share to Ip Kam Yik. This is evidenced by the Bought and Sold Notes and the Instrument of Transfer executed and duly stamped on the same day.
71. There is no indication from the documents available to me that any director had declined to register any transfer. On the contrary, all transfers have been duly reported in the relevant Annual Returns. In any event, the 2-month period for the directors to give notice to decline to register shares has long lapsed. I take the view that the transfer is valid.

*Transfer in 2018*

72. On 14 December 2018, Ip Kam Yik transferred the 1 share to GLHK. This is evidenced by the Bought and Sold Notes and the Instrument of Transfer executed on 11 December 2018 and duly stamped on 14 December 2018.

73. There is no indication from the documents available to me that any director had declined to register any transfer. In any event, the 2-month period for the directors to give notice to decline to register shares has long lapsed. I take the view that the transfer is valid.

Xuan

74. I am of the view that all share transfers and shares issues can be considered legally completed as there is no real risk of any party claiming otherwise.

*Legal requirement*

75. The Articles of Association, at Article 2(1)(b), provides that the number of members is limited to 50. I confirm that the number of members never exceeded 50 since incorporation.
76. Article 2(2) of the Articles of Association provides that the directors may decline to register any transfer of shares without giving any reason. The Model Articles for Private Companies limited by shares in Schedule 2 of the Companies (Model Articles) Notice also contains a similar provision at §64, and further provides in §64(3) that a notice of the refusal shall be sent to the relevant parties within 2 months.

*Memorandum of Association*

77. The Articles of Association, at §4, provides that the share capital of Xuan is HK\$100 divided into 100 shares of HK\$1 each. Upon signing of the Articles of Association, New Profit Business Consultants Limited subscribed for 100 shares on 12 August 2022.

*Transfer in 2022*

78. On 12 August 2022, New Profit Business Consultants Limited transferred the 100 shares to Ip Tsz Kwan. This is evidenced by the Bought and Sold Notes and the Instrument of Transfer executed and duly stamped on the same day.
79. There is no indication from the documents available to me that any director had declined to register any transfer. On the contrary, the transfer has been duly reported in the relevant Annual Returns. The transfer was also formally entered into the Register of Members on 12 August 2022. In any event, the 2-month period for the directors to give notice to decline to register shares has long lapsed. I take the view that the transfer is valid.

*Transfer in 2025*

80. On 10 June 2025, Ip Tsz Kwan transferred his 100 shares to NovaPrime Engineering Holdings Limited. This is evidenced by the Bought and Sold Notes and the Instrument of Transfer executed on the same day and stamped on 11 June 2025.
81. There is no indication from the documents available to me that any director had declined to register any transfer. On the contrary, the transfer has been registered in the Register of Members. I take the view that the transfer is valid and has been legally completed.

**D. REGULATORY LICENCES**

82. I am instructed to opine on:

*“Whether any of the Hong Kong Group Companies and their employees is required to obtain any regulatory licenses, approval, permits and certificates to carry on its business in Hong Kong.”*

*“Whether the Hong Kong Group Companies and their employees have obtained all such regulatory licenses, approvals, permits and certificates (and the validity period for such license or approval and the status of renewal (if applicable)).”*

83. I am instructed that GLIL and UPL had no active business activities during the Track Record Period. On this basis, I am of the view that that they are not required to obtain any regulatory licenses, approval, permits, or certificates.
84. On the other hand, during the Track Record Period, GLHK undertakes projects in the capacity as a main contractor and a subcontractor. It maintains a pool of site workers who are capable of undertaking different types of electrical and mechanical engineering works. I am also instructed that GLHK may subcontract specific parts of the projects to subcontractors.
85. I have identified the following ordinances which may require GLHK to obtain licenses, approval, permits or certificates for carrying out electrical and mechanical engineering works in Hong Kong:
- (a) Business Registration Ordinance, Cap.310;
  - (b) Buildings Ordinance, Cap.123;
  - (c) Building (Minor Works) Regulation, Cap.123N;
  - (d) Construction Industry Council Ordinance, Cap.587;
  - (e) Electricity Ordinance, Cap.406;
  - (f) Lifts and Escalators Ordinance, Cap.618; and
  - (g) Fire Service (Installation Contractors) Regulations, Cap.95A.

86. I have obtained specific instructions from the Company and am instructed that GLHK is not involved in any work relating to lifts and escalators or fire services installation and equipment. Items (f) and (g) above are therefore not applicable. On the other hand, items (a) to (e) will be more fully analysed in Part F below.

**E. MAJOR COMPLIANCE ISSUES**

87. I am instructed to opine on:

*“Whether any of the Hong Kong Group Companies has committed any non-compliance in Hong Kong during the Track Record Period and up to the date of the legal advice, especially in the following areas: Any failure to obtain regulatory license or approval required for the Hong Kong Group Companies’ business operations; Any matters in relation to mandatory provident fund; Any issue on tax; Any issue on statutory insurance; Compliance with the Companies Ordinance (Cap 622) and the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap 32); Compliance with the Inland Revenue Ordinance (Cap 122); and Any potential criminal charges against the Hong Kong Group Companies and the relevant implications on both the Hong Kong Group Companies and their directors and officers.”*

***H1: Any failure to obtain regulatory license or approval required for the Hong Kong Group Companies’ business operations***

88. Please refer to Part F below.

***H2: Any matters in relation to mandatory provident fund***

89. Section 43B(1) of the Mandatory Provident Fund Scheme Ordinance, Cap.485 provides:

*“(1) An employer who, without reasonable excuse, fails to comply with a requirement imposed on employers by section 7 commits an offence and is liable*

*on conviction to a fine of \$350,000 and to imprisonment for 3 years and, in the case of an offence consisting of a failure by the employer to comply with the requirement imposed by section 7(1A), to a daily penalty of \$500 for each day on which the offence is continued.”*

90. Section 7A requires both employees and employers to make regular contributions into the Mandatory Provident Fund (“MPF”) Scheme.
91. I am instructed that during the Track Record Period, GLIL and UPL did not employ any employee. The above requirements are therefore not applicable.
92. For GLHK, I am instructed that from 1 April 2023 to 31 March 2024, it employed 90 employees, and from 1 April 2024 to 31 March 2025, it employed 86 employees.
93. I have been provided with records of GLHK’s MPF contributions during the entire Track Record Period. I am unable to conclusively verify that contributions were actually made in respect of each and every employee employed for each and every month during the Track Record Period. However, the records were kept in a systematic manner and show a genuine attempt to comply with the requirement stated above.
94. I have specifically asked and was informed all three Subsidiaries have never been prosecuted or investigated for any alleged failure to make MPF contribution. For completeness, I have also conducted a search on the “Non-Compliant Employer and Officer Records” kept by the Mandatory Provident Fund Authority (<https://www.mpfa.org.hk/en/enforcement/enforcement-against-employers/non-compliant-employer-and-officer-records>) and found that there is no search results for all 3 Subsidiaries.
95. On these bases, I do not have any reason to suspect that any of the three Subsidiaries has breached the said requirement during the Track Record Period.



96. For completeness, I note that section 43B(4) of the Mandatory Provident Fund Scheme Ordinance has sets a time limit for commencement of prosecution against an employer under this section: 6 months after the offence is discovered by or comes to the notice of the Authority. In other words, if the Authority later discovered any breach in the past, they are still entitled to commence prosecution against GLHK within 6 months of the discovery.
97. In light of the material given to me, I have not identified any non-compliance with the said Ordinance by the Subsidiaries.

***H3: Any issue on tax***

98. Section 51 of the Inland Revenue Ordinance, Cap.112 (the “**IRO**”), provides that the Inland Revenue Department may give notice in writing to any person requiring him to furnish any return which may be specified.
99. S.51(4B) provides that

*“(a) Any person who without reasonable excuse, the burden of proof whereof shall lie upon him, fails to comply with the requirements of a notice given to him under subsection (4)(a) or fails to attend in answer to a notice issued under subsection (4)(b) or having attended fails to answer any questions put to him, being questions which under that paragraph may be put to him, shall be liable to a penalty at level 3 recoverable under section 75 as a civil debt due to the Government: Provided that—*

*(i) the Commissioner may compound any such penalty and may before judgment in proceedings therefor stay or compound such proceedings, or may refuse to accept payment of such penalty or any part thereof except under a judgment of the court in proceedings for the recovery thereof;*

*(ii) the court before which any proceedings for such penalty are brought may, if it thinks fit, give judgment for a less amount.*

*(b) In addition to giving judgment for the penalty or any less amount as aforesaid, the court may order the person against whom the proceedings were brought to do, within a time specified in the order, the act which he has failed to do.”*

100. I am provided with copies of the tax returns filed by the Subsidiaries during the Track Record Period, and I take the view that the Subsidiaries has complied with the above requirement:.

(a) I have perused GLHK’s tax return for the year 2022/23 filed on 29 September 2023 and its tax return for the year 2023/24 filed on 14 October 2024. Although they were not filed within 1 month as required by the notice, I am instructed that GLHK had requested for an extension of time and had filed the tax return by the extended deadline. From my experience it is usual for companies to seek extension which is readily granted by the Inland Revenue Department. The Inland Revenue Department by letter dated 24 April 2025 also indicates one late filing had occurred only in the year 2010/11 (see below) and not during the Track Record Period.

(b) GLIL’s tax return for the year 2022/23 filed on 29 September 2023. Although it was not filed within 1 month as required by the notice, I am instructed that GLIL had requested for an extension of time and had filed the tax return by the extended deadline. Similar to the above, this aligns with the usual practice. The Inland Revenue Department by letter dated 28 April 2015 also confirms that there is no non-compliance by GLIL regarding filing of tax returns at all. I further note from the tax return filed that there is no assessable profit for the year 2022/23. Therefore, in line with the practice of the Inland Revenue Department, no notice to file tax return would be issued for the year 2023/24, and there was no requirement to file tax return. That said, GLIL has responsibly

submitted its Audited Financial Statements to the Inland Revenue Department on 14 October 2024.

- (c) As regards UPL, I am instructed that there is no notice to file tax return issued for the years 2022/23 and 2023/24. As I have been informed that UPL had no active business during these years, this is in line with the practice of the Inland Revenue Department as there was no assessable profits. That said, UPL has responsibly submitted its Audited Financial Statements for the two years on 29 September 2023 and 14 October 2024 respectively.

101. Those instructing me has also made enquiry with the Inland Revenue Department by letter dated 10 April 2025. These were the responses with regard to the filing of tax returns:

- (a) Regarding GLHK, by letter dated 24 April 2025, the Inland Revenue Department responded that from their records, a compound offer letter (IRC 1802) was issued to GLHK on 6 September 2011 due to the late filing of the Profit Tax Return for the year 2010/11. Upon the subsequent receipt of the Return, no further action was taken as regards to the compound offer.
- (b) Regarding GLIL, by letter dated 28 April 2025, the Inland Revenue Department responded that from their records, there is no non-compliance by GLIL regarding the filing of tax returns.
- (c) Regarding UPL, by letter dated 6 May 2025, the Inland Revenue Department responded that from their records, due to late filing of the Profits Tax Return for the year 2016/17, a compound offer letter (IRC 1802) was issued to UPL on 7 December 2017. The Return was subsequently filed.

102. Section 80(2)(d) provides that any person who, without reasonable excuse, fails to comply with the requirements of a notice given to him under section 51 commits an offence. The maximum penalty is a fine of HK\$10,000 and a further fine of treble the undercharged amount.

103. That said, section 80(3) further provides that no person shall be liable to any penalty under section 80 unless the complaint concerning such offence was made (i) in the year of assessment in respect of or during which the offence was committed or (ii) within 6 years after the expiration thereof.
104. As the two said non-compliances happened more than 6 years ago, the Inland Revenue Department can no longer lay a complaint to prosecute GLHK because the offence has already been time-barred. The two breaches appear to me to be a matter of inadvertence rather than one involving fraud, deceit or dishonesty, and would likely be classified as immaterial non-compliance under the “Guide for New Listing Applicants” published by the Stock Exchange.

***H4: Any issue on statutory insurance***

105. Section 40(1) of the Employees’ Compensation Ordinance, Cap.282 provides that:

*“(1) Subject to subsections (1B) and (1C), no employer shall employ any employee in any employment unless there is in force in relation to such employee a policy of insurance issued by an insurer for an amount not less than the applicable amount specified in the Fourth Schedule in respect of the liability of the employer.”*

106. According to the Fourth Schedule, for a company employing less than 200 employees, the insured amount should not be less than HK\$100 million.

107. S.40(2) further provides that:

*“(2) An employer who contravenes subsection (1) commits an offence and is liable—*

*(a) on conviction upon indictment to a fine at level 6 and to imprisonment for 2 years; and*

*(b) on summary conviction to a fine at level 6 and to imprisonment for 1 year.”*

108. I am instructed that during the Track Record Period, GLIL and UPL did not employ any employee. The above requirement is therefore not applicable.
109. For GLHK, I am instructed that from 1 April 2023 to 31 March 2024, it employed 90 employees, and from 1 April 2024 to 31 March 2025, it employed 86 employees.
110. I was given copies of three Notices of Insurance issued pursuant to the said Ordinance from 15 October 2022 to 14 October 2023, from 15 October 2023 to 14 October 2024, from 15 October 2024 to 14 October 2025. All of them show that GLHK has purchased the relevant insurance with the insured amount of HK\$100 million, in compliance with the above requirement.

***H5: Compliance with the Companies Ordinance (Cap 622) and the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap 32)***

111. There are a number of filing requirements in relation to a Hong Kong private company, namely:
- (a) Annual Return (NAR1) within 42 days after the anniversary of the date of incorporation every year, as required under sections 662 and 664;
  - (b) Notice of Change of Address of Registered Office (NR1) within 15 days of the change, as required under section 658;
  - (c) Notice of Change of Company Secretary and Director (Appointment / Cessation) (ND2A) within 15 days of the appointment or cessation, as required under sections 645 and 652;
  - (d) Notice of Change in Particulars of Company Secretary and Director (ND2B) within 15 days of the change, as required under sections 645 and 652; and

- (e) Return of Allotment (NSC1) within 1 month after the allotment, as required under section 142.

GLHK

112. **Annual Return (NAR1):** As shown in the document index kept by the Companies Registry, GLHK has filed an Annual Return within time (i.e. 42 days) every year since its incorporation on 30 September 2006, i.e. respectively on 8 October 2007, 30 September 2008, 8 October 2009, 6 October 2010, 3 October 2011, 12 October 2012, 7 October 2013, 13 October 2014, 8 October 2015, 17 October 2016, 2 November 2017, 1 November 2018, 3 October 2019, 19 October 2020, 27 October 2021, 20 October 2022, 16 October 2023, and 10 October 2024.
113. **Notice of Change of Address of Registered Office (NR1):** I am instructed that GLHK has changed the address of its registered office 3 times respectively on 18 March 2010, 19 September 2016, and 27 November 2017. On all three occasions, GLHK has duly filed the Notice of Change of Address of Registered Office within time (i.e. 15 days), respectively on 18 March 2010, 23 September 2016, and 1 December 2017.
114. **Notice of Change of Company Secretary and Director (Appointment / Cessation) (ND2A):** I am instructed that GLHK has changed Company Secretary or Director 3 times respectively on 16 October 2017, 14 May 2020, and 31 March 2022, GLHK has duly filed the Notice of Change of Company Secretary and Director within time (i.e. 15 days) respectively on 25 October 2017, 14 May 2020, and 8 April 2022.
115. **Notice of Change in Particulars of Company Secretary and Director (ND2B):** I am instructed that there were changes in the particulars of Company Secretary or Director for 7 times. For the changes on 1 November 2017, 19 December 2018, 20 October 2021, 1 October 2022, and 25 March 2024, GLHK duly filed the Notice of Change in Particulars of Company Secretary and Director respectively on 2 November 2017, 21 December 2018, 21 October 2021, 19 October 2022, and 2 April 2024.

116. However, on two occasions the filing was late, namely the change on 20 August 2007 (form filed on 8 October 2007, i.e. 34 days late) and the change on 5 January 2021 (form filed on 17 August 2021, i.e. 209 days late).
117. Sections 645 and 652 provides that if there is a breach, the company and every responsible person of the company commits an offence and each is liable to a fine at level 4 (i.e. HK\$25,000) and a further fine of HK\$700 for each day during which the offence continued. In this case, in theory the maximum penalty that can be imposed on GLHK, its directors, or other responsible persons would be  $(\text{HK\$}25,000 + \text{HK\$}700 \times 34 \text{ days}) + (\text{HK\$}25,000 + \text{HK\$}700 \times 209 \text{ days}) = \text{HK\$}220,100$ .
118. That said, the risk of prosecution is extremely low because the two breaches have been time-barred. Section 900(1) of the CO has prescribed a time limit of 3 years for prosecution of offences under the CO. The breaches happened in October 2007 and September 2021 respectively, i.e. more than 3 years ago.
119. **Return of Allotment (NSC1):** I am instructed that GLHK has allotted shares 4 times respectively on 6 November 2006, 4 December 2013, 28 April 2016, and 1 March 2023. On each occasion, GLHK has duly filed the Return of Allotment respectively on 7 November 2006, 10 December 2013, 3 May 2016, and 3 March 2023.

#### GLIL

120. **Annual Return (NAR1):** As shown in the document index kept by the Companies Registry, GLIL has filed an Annual Return within time (i.e. 42 days) every year from 2010-2019 and 2021-2024 respectively on 31 December 2009, i.e. respectively on 24 January 2011, 6 January 2012, 31 December 2012, 31 December 2013, 27 January 2015, 19 January 2016, 9 January 2017, 5 January 2018, 9 January 2019, 7 January 2020, 5 January 2022, 27 January 2023, 3 January 2024, and 7 January 2025.
121. However, for the year 2020, the Annual Return was filed only on 27 August 2021, i.e. 197 days late.

122. Section 662 provides that if there is a breach, the company and every responsible person of the company commits an offence and each is liable to a fine at level 5 (i.e. HK\$50,000) and a further fine of HK\$1,000 for each day during which the offence continued. In this case, in theory the maximum penalty that can be imposed on GLIL, its directors, or other responsible persons would be  $(\text{HK\$}50,000 + \text{HK\$}1,000 \times 197 \text{ days}) = \text{HK\$}247,000$ .
123. That said, the risk of prosecution is extremely low because the two breaches have been time-barred. Section 900(1) of the CO has prescribed a time limit of 3 years for prosecution of offences under the CO. The breach happened in February, i.e. more than 3 years ago.
124. **Notice of Change of Address of Registered Office (NR1):** I am instructed that GLIL has changed the address of its registered office 4 times respectively on 18 March 2010, 2 November 2015, 13 December 2016, and 27 November 2017. On all four occasions, GLHK has duly filed the Notice of Change of Address of Registered Office within time (i.e. 15 days), respectively on 18 March 2010, 6 November 2015, 14 December 2016, and 1 December 2017.
125. **Notice of Change of Company Secretary and Director (Appointment / Cessation) (ND2A):** I am instructed GLIL has changed its Company Secretary or Director 5 times respectively on 10 November 2011, 4 November 2013, 17 October 2017, 14 May 2020, and 31 March 2022. On all occasions, GLIL has duly filed the Notice of Change of Company Secretary and Director respectively on 16 November 2011, 10 December 2013, 25 October 2017, 14 May 2020, and 8 April 2022.
126. **Notice of Change in Particulars of Company Secretary and Director (ND2B):** I am instructed that there were changes in particulars of Company Secretary or Director 8 times. For the changes on 31 December 2017, 31 December 2017, 19 December 2018, 20 December 2021, 1 October 2022, and 25 March 2024, GLIL duly filed the Notice of Change in Particulars of Company Secretary and Director respectively on 5 January 2018, 5 January 2018, 21 December 2018, 23 December 2021, 19 October 2022, and 2 April 2024.



127. However, on two occasions the filing was late, namely the change on 3 June 2016 (form filed on 2 November 2017, i.e. 502 days late) and the change on 5 January 2021 (form filed on 27 August 2021, i.e. 219 days late).
128. Sections 645 and 652 provides that if there is a breach, the company and every responsible person of the company commits an offence and each is liable to a fine at level 4 (i.e. HK\$25,000) and a further fine of HK\$700 for each day during which the offence continued. In this case, in theory the maximum penalty that can be imposed on GLIL, its directors, or other responsible persons would be  $(\text{HK\$}25,000 + \text{HK\$}700 \times 502 \text{ days}) + (\text{HK\$}25,000 + \text{HK\$}700 \times 219 \text{ days}) = \text{HK\$}554,700$ .
129. That said, the risk of prosecution is extremely low because the two breaches have been time-barred. Section 900(1) of the CO has prescribed a time limit of 3 years for prosecution of offences under the CO. The breaches happened in October 2007 and September 2021, i.e. more than 3 years ago.
130. **Return of Allotment (NSC1):** I am instructed that the GLIL has allotted shares 1 time on 4 December 2013. On this occasion, GLIL has duly filed the Return of Allotment on 10 December 2013.

#### UPL

131. **Annual Return (NAR1):** As shown in the document index kept by the Companies Registry, GLHK has filed an Annual Return within time (i.e. 42 days) every year since its incorporation on 16 October 2006, i.e. respectively on 23 October 2007, 21 October 2008, 20 November 2009, 2 November 2010, 27 October 2011, 13 November 2012, 5 November 2013, 22 October 2014, 6 November 2015, 17 October 2016, 2 November 2017, 1 November 2018, 24 October 2019, 19 October 2020, 27 October 2021, 20 October 2022, 16 October 2023, and 31 October 2024.
132. **Notice of Change of Address of Registered Office (NR1):** I am instructed that UPL has changed the address of its registered office 4 times respectively on 3 June 2011, 18 November 2011, 2 February 2012, and 31 January 2018. On all four occasions, GLHK

has duly filed the Notice of Change of Address of Registered Office within time (i.e. 15 days), respectively on 10 June 2011, 24 November 2011, 7 February 2012, and 1 February 2018.

133. **Notice of Change of Company Secretary and Director (Appointment / Cessation) (ND2A):** I am instructed UPL has changed its Company Secretary or Director 3 times. For the changes on 4 November 2011 and 14 May 2020, UPL has duly filed the Notice of Change of Company Secretary and Director respectively on 16 November 2011 and 14 May 2020.
134. However, on one occasion the filing was late, namely the change on 16 October 2017 (form filed on 8 November 2017, i.e. 8 days late).
135. Sections 645 and 652 provides that if there is a breach, the company and every responsible person of the company commits an offence and each is liable to a fine at level 4 (i.e. HK\$25,000) and a further fine of HK\$700 for each day during which the offence continued. In this case, in theory the maximum penalty that can be imposed on UPL, its directors, or other responsible persons would be  $\text{HK\$25,000} + \text{HK\$700} \times 8 \text{ days} = \text{HK\$30,600}$ .
136. That said, the risk of prosecution is extremely low because the two breaches have been time-barred. Section 900(1) of the CO has prescribed a time limit of 3 years for prosecution of offences under the CO. The breaches happened on 1 November 2017, i.e. more than 3 years ago.
137. **Notice of Change in Particulars of Company Secretary and Director (ND2B):** I am instructed that there were changes in particulars of Company Secretary or Director 4 times. For the changes on 20 August 2007, 27 October 2021, and 2 April 2024, UPL duly filed the Notice of Change in Particulars of Company Secretary and Director respectively on 22 August 2007, 27 October 2021, and 25 March 2024.
138. However, on 1 occasion the filing was late, namely the change on 3 June 2016 (form filed on 2 November 2017, i.e. 502 days late).

139. As explained, sections 645 and 652 provides that if there is a breach, the company and every responsible person of the company commits an offence and each is liable to a fine at level 4 (i.e. HK\$25,000) and a further fine of HK\$700 for each day during which the offence continued. In this case, in theory the maximum penalty that can be imposed on UPL, its directors, or other responsible persons would be  $\text{HK\$}25,000 + \text{HK\$}700 \times 502 \text{ days} = \text{HK\$}376,400$ .
140. That said, the risk of prosecution is extremely low because the two breaches have been time-barred. Section 900(1) of the CO has prescribed a time limit of 3 years for prosecution of offences under the CO. The breaches happened in June 2016, i.e. more than 3 years ago.
141. **Return of Allotment (NSC1):** I am instructed that the UPL has never allotted new shares.
142. All of the above breaches appear to me to be a matter of inadvertence rather than one involving fraud, deceit or dishonesty, and would likely be classified as immaterial non-compliance under the “Guide for New Listing Applicants” published by the Stock Exchange.

***H6: Compliance with the Inland Revenue Ordinance (Cap 122)***

143. Please refer to Part H3 above.

***H7: Any potential criminal charges against the Hong Kong Group Companies and the relevant implications on both the Hong Kong Group Companies and their directors and officers***

144. Please refer to my analysis in H1-H6 above.

**F. OTHER STATUTORY COMPLIANCE ISSUES**

145. I am instructed to opine on:

*“Whether the Hong Kong Group Companies have complied with all other applicable laws and regulations in Hong Kong during the Track Record Period and up to the date of the legal advice, including but not limited to: Buildings Ordinance (Chapter 123 of the Laws of Hong Kong); Building (Minor Works) Regulation (Chapter 123N of the Laws of Hong Kong); Registered Specialist Trade Contractors Scheme maintained by the Construction Industry Council; Construction Industry Council Ordinance (Chapter 587 of the Laws of Hong Kong); Electricity Ordinance (Chapter 406 of the Laws of Hong Kong); Employment Ordinance (Chapter 57 of the Laws of Hong Kong); Employees’ Compensation Ordinance (Chapter 282 of the Laws of Hong Kong); Occupiers Liability Ordinance (Chapter 314 of the Laws of Hong Kong); Immigration Ordinance (Chapter 115 of the Laws of Hong Kong); Minimum Wage Ordinance (Chapter 608 of the Laws of Hong Kong); Mandatory Provident Fund Schemes Ordinance (Chapter 485 of the Laws of Hong Kong); Occupational Safety and Health Ordinance (Chapter 509 of the Laws of Hong Kong); Factories and Industrial Undertakings Ordinance (Chapter 59 of the Laws of Hong Kong); Air Pollution Control Ordinance (Chapter 311 of the Laws of Hong Kong); Noise Control Ordinance (Chapter 400 of the Laws of Hong Kong); Waste Disposal Ordinance (Chapter 354 of the Laws of Hong Kong); Public Health and Municipal Services Ordinance (Chapter 132 of the Laws of Hong Kong); Competition Ordinance (Chapter 619 of the Laws of Hong Kong); Trade Marks Ordinance (Chapter 559 of the laws of Hong Kong); and Stamp Duty Ordinance (Chapter 117 of the laws of Hong Kong).”*

146. I will first analyse the compliance issue in relation to the Business Registration Ordinance, Cap.310, before moving on to the other Ordinances mentioned above.

***F1: Business Registration Ordinance, Cap.310***

147. Section 5 of the Business Registration Ordinance, Cap.310, requires every person carrying on any business to make an application to the Commissioner of Inland

Revenue in the prescribed manner for the registration of that business. The Commissioner of Inland Revenue must register each business for which a business registration application is made after the prescribed business registration fee and levy are paid, and issue a business registration certificate.

148. I am instructed that GLIL and UPL did not carry on active business during the Track Record Period. The above requirement does not apply. For completeness, I note that I have received copies of the Business Registration Certificates of both GLIL and UPL covering the Track Record Period. From these copies, it also appears that they have duly paid the fees and levies imposed.
149. As regards GLHK, I am provided with copies of its Business Registration Certificates covering the entire Track Record Period, i.e. the 3 Certificates for the period from 30 September 2022 to 29 September 2023, from 30 September 2023 to 29 September 2024, and from 30 September 2024 to 29 September 2025 respectively. On each Certificate, it is printed that the relevant fee and levy have been duly paid on 24 August 2022, 24 August 2023, and 29 August 2024 respectively. I take the view that GLHK has satisfied the above requirement.
150. Those instructing me had further made enquiry with the Inland Revenue Department by letter dated 10 April 2025. By letters dated 24 April 2025, 28 April 2025, and 6 May 2025, the Inland Revenue Department responded that from their records, 3 Subsidiaries had failed to pay levy before the corresponding payment due dates in the following years, namely: GLHK in 2009, GLIL in 2010, UPL in 2007, 2009, and 2011. All these years are beyond the Track Record Period.
151. On all occasions, the Inland Revenue Department had issued a penalty notice, and the relevant Subsidiaries had fully settled the business registration fee, levy, and penalty.
152. Section 15 further provides that a person who fails to comply with the above requirement shall be guilty of an offence and shall be liable to a fine at level 2 (i.e. HK\$5,000) and to imprisonment for 1 year. Further, the Commissioner of Inland Revenue may compound any offence under this section and may before judgment stay

or compound any proceedings thereunder. That said, I note from the letters from the Inland Revenue Department that a penalty had already been imposed for each non-compliance and the penalties have all been settled. The risk of the Inland Revenue Department reopening these non-compliances is extremely low.

153. In any event, such non-compliances have already been time-barred. Section 15(3) specifically provides that no prosecution shall be commenced save within 6 years from the date of commission of the offence. The above breaches have all happened before 6 years ago (i.e. before 2019). The Inland Revenue Department is not entitled to commence any prosecution at all.

***F2: Buildings Ordinance, Cap.123***

154. Sections 9(1) and (2) of the Buildings Ordinance, Cap.123 provides that:

*“(1)A person is required to appoint a registered general building contractor to carry out for him building works or street works other than*

*(a)specialized works; and*

*(b)minor works.*

*(2)A person is required to appoint a registered specialist contractor to carry out for him specialized works (other than the specialized works designated as minor works) of the category for which the contractor is registered.”*

155. Section 9AA(2) of the Buildings Ordinance, Cap.123 further provides that:

*“If minor works to which this section applies have been commenced or carried out and the person who arranged for the works to be commenced or carried out has knowingly failed to appoint a prescribed registered contractor required by*

*the regulations to be appointed in respect of the minor works concerned, that person commits an offence.”*

156. Therefore, if a contractor carries out specialised works and/or minor works, it will require registration under the said Ordinance.
157. During the Track Record Period, GLIL and UPL did not carry out active business. For GLHK, I am instructed that it is sometimes engaged to carry out specialised works and/or minor works. In this connection, I am provided with copy of the letter dated 16 May 2025 from the Buildings Department confirming that:
- (a) GLHK was first registered as a Specialist Contractor (ventilation) on 16 November 2020, which was renewed in 2023. The expiry date of the current registration is 16 November 2026.
  - (b) GLHK was first registered as a Minor Works Contractor on 27 February 2012, which was renewed in 2024. The expiry date of the current registration is 27 February 2027.
158. I am also provided with copies of the Certificate of Registration of Specialised Contractor and Certificate of Registration of Registered Minor Works Contractor (Company) issued by the Buildings Department. The information on these Certificates is consistent with the information provided by the Buildings Department.
159. On these bases, I take the view that GLHK has obtained the relevant registration for it to carry on its business of ventilation works and minor works under the Buildings Ordinance, Cap.123.
160. Section 14(1) of the Buildings Ordinance, Cap.123 provides that:

*“(1)Save as otherwise provided, no person shall commence or carry out any building works or street works without having first obtained from the Building Authority—*

*(a)his approval in writing of documents submitted to him in accordance with the regulations; and*

*(b)his consent in writing for the commencement of the building works or street works shown in the approved plan.”*

161. Section 41(3) further provides that building works not involving the structure of the building (except drainage works, ground investigation in the scheduled areas, site formation works or minor works) is exempt from the requirement above.
162. I am instructed that those instructing me have not identified any non-compliance with the above requirements during its legal due diligence exercise. I am firmly instructed that GLHK has used its best endeavour to observe the above requirement, and it has never been prosecuted or investigated for any breaches of the above requirement. There are no other materials which indicate to me that GLHK had breached the requirement.
163. On these basis, I take that view that the risk of GLHK being prosecuted for any breaches of the said Ordinance is remote.

***F3: Building (Minor Works) Regulation, Cap.123N***

164. Regulations 30, 33, and 36 of the Building (Minor Works) Regulation, Cap.123N provides that certain documents must be submitted to the Building authority before commencement of any class I, class II, and Class III minor works.
165. I am instructed that those instructing me have not identified any non-compliance with the above requirements during its legal due diligence exercise. I am firmly instructed that GLHK has used its best endeavour to observe the above requirements, and it has never been prosecuted or investigated for any breaches of the above requirements. There are no other materials which indicate to me that GLHK had breached the requirements.



166. On these basis, I take that view that the risk of GLHK being prosecuted for any breaches of the said Regulation is remote.

***F4: Registered Specialist Trade Contractors Scheme maintained by the Construction Industry Council***

167. The Registered Specialist Trade Contractors Scheme was launched in 2019 as an industry-wide driven and recognized registration scheme in Hong Kong established by the Construction Industry Council. The aim is to build up a pool of professional and committed trade contractors with specialized skills through a recognized registration system for development of the construction industry. That said, within the Construction Industry Council Ordinance, Cap.387, there is no offence provided for contractors who carry out the relevant work without registration under the recognized registration scheme.
168. I was provided with a copy of the letter dated 22 December 2023 issued by the Construction Industry Council stating that GLHK has been registered as a Specialist Trade Contractor for metal work (02.08), electric (03.04), and heating, ventilation and air-conditioning (03.08) under the application no. RA026093 and registration no. R010857.
169. I was further provided with some documents indicating that GLHK was once registered as a Specialist Trade Contractor for building drainage installation, building maintenance, and interior fitting-out under the application no. CR000814 and registration no. C200166. As shown in the letter dated 8 March 2024 from the Construction Industry Council, GLHK had not made an application for renewal of its registration for these three areas in 2023, GLHK was removed from the register in respect of these three areas.
170. I am instructed that GLHK decided not to renew the registration for these three areas because it no longer engaged in building drainage installation, building maintenance, and interior fitting-out anymore. Further, the removal from the register in respect of these three areas would not affect GLHK's registration as a Specialist Trade Contractor

for metal work (02.08), electric (03.04), and heating, ventilation and air-conditioning (03.08) stated above. The two registrations bear different application and registration numbers, and it is clear that they are distinct and different registrations.

171. In order to maintain its registration, GLHK is required to observe the “Rules and Procedures for the Register of Subcontractors” published by the Construction Industry Council in March 2023. I have specifically asked and I am firmly instructed that GLHK has never been investigated for breaches of or alleged to have breached the said Rules and Procedures. There is no reason for me to suspect that GLHK’s registration would be affected because of any breach of the said Rules and Procedures.
172. On these bases, I take the view that GLHK is duly registered as a Specialist Trade Contractor for metal work (02.08), electric (03.04), and heating, ventilation and air-conditioning (03.08).

***F5: Construction Industry Council Ordinance, Cap.387***

173. In accordance with section 32 of the Construction Industry Council Ordinance, Cap.387, a Construction Industry Levy payable to the Construction Industry Council at the rate of 0.5% is to be assessed and paid by a contractor of any and all construction operations with a total value exceeding HK\$1 million.
174. A contractor in relation to any construction operations is either the appointed registered contractor under the Building Ordinance, or where no such person is appointed, the person who carries out the construction operations.
175. The definition of “construction operations” is very wide. It includes building works; construction, alteration, repair, maintenance, extension, demolition or dismantling of buildings or structures, power-lines, telecommunications apparatus or pipelines; supply and installation of fittings or equipment in any building or structures; supply and installation of fitting or equipment in any building or structures; external or internal cleaning of any buildings or structures, which is carried out in the course of construction or maintenance of such buildings or structures; painting or decorating any external or

internal surfaces or parts of any buildings or structures; and design, advice or consultation works which form an integral part of, or are preparatory to any of the above operations.

176. The works carried out by GLHK therefore clearly falls under the definition of “construction operations”, and each construction operation with a total value exceeding HK\$1 million is assessable for levy.
177. I am instructed that GLHK has duly reported each construction operation with a total value exceeding HK\$1 million to the Construction Industry Council, and has duly paid the levy assessed within time except for one occasion in June 2022. Although I am not provided with the records of these reporting and payment, there is no evidence indicating otherwise. Further, I am firmly instructed that GLHK has never been investigated or prosecuted for the failure to report and/or pay levy in the past except for the said occasion in June 2022.
178. Failure to pay or late payment of levy is not an offence under the said Ordinance. However, the Construction Industry Council has the power under section 46 to impose a penalty of 5% of the unpaid amount. If the levy including any penalty imposed is not fully paid within 3 months after the expiry of the specified period under CICO, the contractor is liable to pay, in addition, a further penalty of 5% of the unpaid amount. According to section 47, any unpaid levy and unpaid penalty is recoverable as a civil debt due to the Council in the District Court
179. I am instructed that on the occasion in June 2022, the Construction Industry Council had indeed imposed a penalty, which together with the original levy have been paid by GLHK within the due date. Those instructing me have also made enquiries with the Construction Industry Council who has through the telephone verbally confirmed that the said levy and penalty have been fully settled. On these bases, I take the view that the likelihood of any civil action against GLHK for this matter is extremely low.
180. I am instructed that the late payment occurred out of inadvertence. Further, the fact that GLHK had prompted settle the levy and the penalty imposed indicates that there was

no attempt to evade from levy or that there was any fraud, deceit or dishonesty involved. I take the view that this matter is likely classified as immaterial non-compliance under the “Guide for New Listing Applicants” published by the Stock Exchange.

***F6: Electricity Ordinance, Cap.406***

181. Section 34(1) of the Electricity Ordinance, Cap.406 provides that:

*“No person shall do business as an electrical contractor or contract to carry out electrical work unless he is a registered electrical contractor.”*

182. Registration of electrical contractors is governed by section 33 of the Electricity Ordinance, Cap.406 and the Electricity (Registration) Regulations, Cap.406D.
183. As GLIL and UPL did not carry on active business during the Track Record Period, the above requirement is not applicable.
184. For GLHK, its works clearly fall within the meaning of electrical work. In this connection, I am provided with an email dated 30 May 2025 from the Electrical and Mechanical Services Department stating that GLHK is registered under no.023837 from 12 March 2010 to 11 March 2028. I am also provided with a copy of the Certificate of Registration of Electrical Contractor valid from 24 January 2022 to 11 March 2025, and from 12 March 2025 to 11 March 2028.
185. I have specifically asked and I am firmly instructed that GLHK has never been prosecuted or investigated for breaches of the said Ordinance. There is no reason for me to suspect that GLHK’s registration would be affected because of any breach of the said Ordinance.
186. On these basis, I take the view that GLHK is duly registered as an electrical contractor under the said Ordinance.

***F7: Employment Ordinance, Cap.57***

187. The Employment Ordinance, Cap.57 provides for the protection of the wages of employees, to regulate general conditions of employment and employment agencies, and for matters connected therewith. Employees are entitled to basic standards of protection including wage payments, protection against wage deduction, statutory holiday, protection against discrimination, notice period for termination, protection against unlawful dismissal, etc.
188. The Ordinance also provided various offences such as the failure to grant maternity leave and sickness allowance (section 15A(1)), entering into employment contract without belief that he can pay wages (sections 31, 63A), unlawful deduction of wages (sections 32, 63B), late payment of wages (sections 23, 24, 25, 63C), and the like.
189. I am instructed that GLIL and UPL did not employ any employees during the Track Record Period. It is very unlikely that they had breached the said Ordinance.
190. As regards GLHK, those instructing me have not identified any non-compliance with the said Ordinance during its legal due diligence exercise.
191. I note that the litigation search mentioned in Part J below does not show any pending or on-going legal proceedings against the three Subsidiaries in respect of the said Ordinance. I have specifically asked and I am firmly instructed that the three Subsidiaries have never been brought to an action or investigated for breaches of the said Ordinance, or received any complaint or claim for breaches of the said Ordinance. There is no reason for me to suspect that GLHK had breached the said Ordinance.
192. On these bases, I take the view that the risk of the three Subsidiaries being prosecuted for any breaches of the said Ordinance is very low, if at all.

***F8: Employees' Compensation Ordinance, Cap.282***

193. Please refer to Part H4 above.
194. Further to the requirement to arrange for employees compensation insurance, section 15 of the Employees' Compensation Ordinance, Cap.282 further provides that a Notice of Accident should be filed within 7 days for fatal accidents, and within 14 days for non-fatal accidents.
195. I am instructed that GLIL and UPL did not employ any employee during the Track Record Period. The above requirement is not applicable.
196. For GLHK, I am provided with copies of 14 relevant forms filed on its behalf. They all appear to have been filed within time except the accident on 27 October 2021:

<i>Date of accident</i>	<i>Date of Form</i>	<i>Fatal / non-fatal accident</i>
16 January 2018	19 January 2018	Non-fatal accident
23 February 2018	1 March 2018	Non-fatal accident
8 June 2018	12 June 2018	Non-fatal accident
25 September 2018	9 October 2018	Non-fatal accident
24 December 2018	5 January 2019	Non-fatal accident
11 May 2019	15 May 2019	Non-fatal accident
23 May 2019	27 May 2019	Non-fatal accident
12 August 2019	14 August 2019	Non-fatal accident
13 December 2019	23 December 2019	Non-fatal accident
3 August 2021	10 August 2021	Non-fatal accident
12 August 2021	16 August 2021	Non-fatal accident

27 October 2021	15 December 2021	Non-fatal accident
1 November 2022	8 November 2022	Non-fatal accident
1 August 2023	3 August 2023	Non-fatal accident

197. Section 15(6) provides that an employer who failed to give notice as required without reasonable excuse commits an offence and is liable to a fine at level 5 (HK\$50,000). Potentially, the late filing of the form for the accident on 27 October 2021 which was filed on 15 December 2021 is punishable by the maximum fine of HK\$50,000.

198. That said, I take that view that in any event, there is already no risk of prosecution because any such allegation would have been time barred. Section 26 of the Magistrates Ordinance, Cap.227 provides that:

*“In any case of an offence, other than an indictable offence, where no time is limited by any enactment for making any complaint or laying any information in respect of such offence, such complaint shall be made or such information laid within 6 months from the time when the matter of such complaint or information respectively arose.”*

199. The relevant offence under the Employees’ Compensation Ordinance, Cap.282 is not an indictable offence as the words “upon indictment” or “on indictment” do not appear in the section: see section 14A of the Criminal Procedure Ordinance, Cap.221. As the deadline for filing the form was 10 November 2021, the matter had already been time-barred on 10 May 2022.

200. I have further cross-referenced the above forms with the letter dated 22 April 2025 issued by the Labour Department which states that GLHK has filed 15 forms under the said Ordinance in the past. I have asked the Company to provide me a copy of the missing form. Unfortunately, the Company can no longer retrieve a copy of the form but instructed that it relates to an accident which led to the legal proceedings HCPI

1135/2015. I have perused the relevant papers of those proceedings and found that the accident involved happened on 2 November 2012. By virtue of the above analysis, even if no form was filed or that the form was filed late, the matter would have been time-barred because it happened more than 12 years ago.

201. Apart from the above forms, I am instructed that there was no other occasions of accident requiring the filing of similar forms. There is no reason for me to suspect that GLHK had other breaches of the above requirement.
202. I am further instructed that of all these 15 occasions, employees compensations have all been paid and settled with the injured employees. I further note that the litigation search mentioned in Part J below does not show any pending or on-going legal proceedings against the three Subsidiaries in respect of the said Ordinance. There is no reason for me to suspect that any of the Subsidiaries had failed to pay employee's compensation under the said Ordinance during the Track Record Period.

***F9: Occupiers Liability Ordinance, Cap.314***

203. The Occupiers Liability Ordinance, Cap.314 provides for liability of occupiers and others for injury or damage resulting to persons or goods lawfully on any land or other property from dangers due to the state of the property or to things done or omitted to be done there. It is specifically noted that what is provided is a matter of civil liability only.
204. I note that the litigation search mentioned in Part J below does not show any pending or on-going legal proceedings against the three Subsidiaries in respect of the said Ordinance. I have specifically asked and I am firmly instructed that the three Subsidiaries never received any complaint or claim in relation to breaches of the said Ordinance.
205. On these bases, I take the view that the risk of the three Subsidiaries being claimed for breaches of the said Ordinance is very low, if at all.



***F10: Immigration Ordinance, Cap.115***

206. The Immigration Ordinance, Cap.115 prohibits the employment of a person who is not lawfully employable in Hong Kong (section 17I). There is also a harsher duty imposed on the controller of a construction site to prevent an illegal immigrant (whether or not employed) from entering the construction site (section 38A(2)).
207. I am instructed that GLIL and UPL did not carry on active business during the Track Record Period. It is very unlikely that they had breached the said Ordinance.
208. For GLHK, I was provided with a list of employees employed during the Track Record Period. It does not appear from the names of those employees that there is any reason to suspect any of them originated from outside Hong Kong who is not lawfully employable in Hong Kong. I am also firmly instructed that all of them are employed locally with the right to work in Hong Kong.
209. As regards the requirement to prevent illegal immigrant from entering a construction site, it is not possible for me to verify whether any illegal immigrant was present at the construction site where GLHK was engaged to work in during the Track Record Period.
210. I however note that the litigation search mentioned in Part J below does not show any pending or on-going legal proceedings against the three Subsidiaries in respect of the said Ordinance. I have specifically asked and I am firmly instructed that the three Subsidiaries has never been brought to an action or investigated for breaches of the said Ordinance. The Immigration Department, by letters 14 May 2025 also confirmed that there is no record of previous conviction of the three Subsidiaries from the period of available records, i.e. 31 December 2009 to 10 April 2025 covering the Track Record Period.
211. On these bases, I take the view that the risk of the three Subsidiaries being prosecuted for breaches of the said Ordinance is very low, if at all.

***F11: Minimum Wage Ordinance, Cap.608***

212. S.8 of the Minimum Wage Ordinance, Cap.608 provides that

*“(1)An employee is entitled to be paid wages in respect of any wage period of not less than the minimum wage.*

*(2)The minimum wage for an employee for a wage period is the amount derived by multiplying the total number of hours (including any part of an hour) worked by the employee in the wage period by the minimum hourly wage rate for the employee provided by section 9.”*

213. According to Schedule 3 of the Ordinance, the minimum hourly wage applicable from 1 May 2019 to 30 April 2023 and from 1 May 2023 to 30 April 2025 are HK\$37.5 and HK\$40.

214. Assuming a person works 8 hours a day and 22 days a month, the monthly minimum wage is about HK\$6,600 (taking the hourly wage of HK\$37.5) and HK\$7,040 (taking the hourly wage of HK\$40).

215. I am instructed the GLIL and UPL did not employ any employee during the Track Record Period. The above requirement is not applicable.

216. For GLHK, I am provided with a list of employees with their monthly salaries during the Track Record period. I find that almost all of them received a monthly above HK\$7,040 except one employee, namely Ma Hei Ming (staff no.0182) who received only HK\$5,000 every month.

217. I am instructed that Ma Hei Ming (staff no.0182) is an “on-call” part-time worker. GLHK would only ask him to work when there is a need, and had never asked him to work for over 3 hours a month since he was employed by GLHK. His fixed monthly salary of HK\$5,000 is clearly higher than the statutory minimum wage requirement.

218. I notice that a number of employees had occasionally received a sum lower than HK\$7,040 in a particular month. I am instructed that those months were either the first month or the last month of the employee joining GLHK. As they had not worked during the entire month, their wage was calculated on a *pro rata* basis. This explanation is also reflected in the records provided to me. Their usual monthly salaries all exceeded HK\$7,040.

219. On these bases, and there being no evidence or indication of any breach of the said Ordinance, I take the view that the risk of GLHK being prosecuted for any breaches of the said Ordinance is very low, if at all.

***F12: Mandatory Provident Fund Schemes Ordinance, Cap.485***

220. Please refer to Part H2 above.

***F13: Occupational Safety and Health Ordinance, Cap.509***

221. The Occupational Safety and Health Ordinance, Cap.509 is enacted to ensure the safety and health of persons when they are at work. There are various requirements imposed on an employer to protect the safety and health of employees, a breach of which would carry with it criminal and civil liabilities.

222. I am instructed that GLIL and UPL did not employ any employees during the Track Record Period. It is very unlikely that they had breached the said Ordinance.

223. As regards GLHK, breaches of the said Ordinance can take various different forms, and it is not possible to review each and every decisions and action of GLHK during the Track Record Period.

224. I first refer to Part F8 above, where it was noted that GLHK has filed 15 forms under the Employees' Compensation Ordinance, Cap.282 in the past to report injury of its employees. I am firmly instructed that, apart from 1 accident which led to the

proceedings HCPI 1135/2015, the other 14 accidents did not lead to any further investigation or claim under the Occupational Safety and Health Ordinance, Cap.509.

- 225. I note that the litigation search mentioned in Part J below only brought up two personal injury actions against GLHK, namely DCPI 819/2023 and HCPI 1135/2015.
- 226. I have perused copies of some of the underlying documents and found that DCPI 819/2023 relates to a motor vehicle accident which is not related to the said Ordinance.
- 227. As regards HCPI 1135/2015, it relates to the work accident on 2 November 2012, and there is a likelihood that the said Ordinance is applicable.
- 228. Although the accident in HCPI 1135/2015 may involve a potential breach of the duty as an employer to ensure safety and health of employees under section 6 of the said Ordinance, the matter has been time-barred. Section 34A provides that a prosecution for a summary offence under the Ordinance may only be started before the end of 9 months beginning on the date on which the offence is committed. The accident occurred on 2 November 2012, and therefore would have been time-barred on 2 August 2013.
- 229. I have specifically asked and I am firmly instructed that, apart from the above, the three Subsidiaries has never been brought to an action or investigated for breaches of the said Ordinance, or received any complaint or claim for breaches of the said Ordinance.
- 230. On these bases, I take the view that the risk of the three Subsidiaries being prosecuted for breaches of the said Ordinance is very low, if at all.

***F14: Factories and Industrial Undertakings Ordinance, Cap.59***

- 231. The Factories and Industrial undertakings Ordinance, Cap.59 is enacted to ensure the safety and health of persons employed to work at an industrial undertaking.

232. I am instructed that GLIL and UPL did not employ any employees during the Track Record Period. It is very unlikely that they had breached the said Ordinance.
233. As regards GLHK, breaches of the said Ordinance can take various different forms, and it is not possible to review each and every decisions and action of GLHK during the Track Record Period.
234. As mentioned above, among the 15 forms under the Employees Compensation Ordinance, Cap.282, only 1 accident led to a claim in HCPI 1135/2015. From the 2 personal injury cases identified from the litigation search mentioned in Part J below, only HCPI 1135/2015 (i.e. the same case) relates to a work accident, and there is a likelihood that the said Ordinance is applicable
235. Although the accident in HCPI 1135/2015 may involve a potential breach of the duty as a proprietor of an industrial undertaking to ensure safety and health of employees under section 6A of the said Ordinance, the matter has been time-barred. Section 17A provides that a prosecution for a summary offence under the Ordinance may only be started before the end of 9 months beginning on the date on which the offence is committed. The accident occurred on 2 November 2012, and therefore would have been time-barred on 2 August 2013.
236. I have specifically asked and I am firmly instructed that, apart from the above, the three Subsidiaries has never been brought to an action or investigated for breaches of the said Ordinance, or received any complaint or claim for breaches of the said Ordinance.
237. On these bases, I take the view that the risk of the three Subsidiaries being prosecuted for breaches of the said Ordinance is very low, if at all.

***F15: Air Pollution Control Ordinance, Cap.311***

238. The Air Pollution Control Ordinance, Cap.311 makes provision for abating, prohibiting and controlling pollution of the atmosphere and for matters connected therewith. It

empowers the Authority to issue an air pollution abatement notice (section 10), and provided offences such as failure to prevent emission of noxious or offensive emissions (section 12).

239. There are also specific requirements provided under its subsidiary legislations such as the Air Pollution Control (Open Burning) Regulation (Cap. 311O), the Air Pollution Control (Construction Dust) Regulation (Cap. 311R) and the Air Pollution Control (Smoke) Regulations (Cap. 311C).
240. Those instructing me have not identified any non-compliance with the said Ordinance during its legal due diligence exercise.
241. I note that the litigation search mentioned in Part J below does not show any pending or on-going legal proceedings against the three Subsidiaries in respect of the said Ordinance. I have specifically asked and I am firmly instructed that the three Subsidiaries has never been brought to an action or investigated for breaches of the said Ordinance.
242. On these bases, I take the view that the risk of the three Subsidiaries being prosecuted for any breaches of the said Ordinance is very low, if at all.

***F16: Noise Control Ordinance, Cap.400***

243. The Noise Control Ordinance, Cap.400 provides for the prevention, minimizing and abatement of noise. Offences provided include noise at night or on a general holiday (section 4), noise at any time (section 5), noise from construction site (section 6), manufacture of products not in compliance with noise standards (section 14), use of such products (section 17), etc.
244. Those instructing me have not identified any non-compliance with the said Ordinance during its legal due diligence exercise.

245. I note that the litigation search mentioned in Part J below does not show any pending or on-going legal proceedings against the three Subsidiaries in respect of the said Ordinance. I have specifically asked and I am firmly instructed that the three Subsidiaries has never been brought to an action or investigated for breaches of the said Ordinance.
246. On these bases, I take the view that the risk of the three Subsidiaries being prosecuted for any breaches of the said Ordinance is very low, if at all.

***F17: Waste Disposal Ordinance, Cap.354***

247. The Waste Disposal Ordinance, Cap.354 provide for the control and regulation of the production, storage, collection and disposal including the treatment, reprocessing and recycling of waste of any class or description, the licensing and registration of places and persons connected with any such activity, the protection and safety of the public in relation to any such activity and to provide for matters incidental thereto.
248. Offences provided include collection of waste unless licensed or authorized (section 11), keeping of livestock (section 15), unauthorized disposal of waste (section 16), etc. There are also specific requirements provided under its subsidiary regulations, e.g. the Waste Disposal (Charges for Disposal of Construction Waste) Regulation (Cap. 354N) and the Waste Disposal (Chemical Waste) (General) Regulation (Cap. 354C).
249. Those instructing me have not identified any non-compliance with the said Ordinance during its legal due diligence exercise.
250. I note that the litigation search mentioned in Part J below does not show any pending or on-going legal proceedings against the three Subsidiaries in respect of the said Ordinance. I have specifically asked and I am firmly instructed that the three Subsidiaries has never been brought to an action or investigated for breaches of the said Ordinance.

251. On these bases, I take the view that the risk of the three Subsidiaries being prosecuted for any breaches of the said Ordinance is very low, if at all.

***F18: Public Health and Municipal Services Ordinance, Cap.132***

252. The Public Health and Municipal Services Ordinance, Cap.132 makes provision for public health and municipal services. The Authority (various governmental departments) is empowered to give notice in relation to various areas of concern, such as obstruction of sewers and drains (section 7), removal of litter or waste (section 20), polluted wells (section 24), sanitary conveniences (section 32), ventilation system (section 93), nuisance (section 127), to name a few. Failure to comply with a notice is an offence.
253. Those instructing me have not identified any non-compliance with the said Ordinance during its legal due diligence exercise.
254. I note that the litigation search mentioned in Part J below does not show any pending or on-going legal proceedings against the three Subsidiaries in respect of the said Ordinance. I have specifically asked and I am firmly instructed that the three Subsidiaries has never been brought to an action or investigated for breaches of the said Ordinance.
255. On these bases, I take the view that the risk of the three Subsidiaries being prosecuted for any breaches of the said Ordinance is very low, if at all.

***F19: Competition Ordinance, Cap.619***

256. The Competition Ordinance, Cap. 619 prohibits conduct that prevents, restricts or distorts competition in Hong Kong by establishing the first conduct rule, the second conduct rule, and the merger rule, which prohibit anti-competitive agreements and abuse of market power respectively.



257. Those instructing me have not identified any non-compliance with the said Ordinance during its legal due diligence exercise.
258. I note that those instructing me has written to the Competition Commission to inquire whether there are any pending investigations against the three Subsidiaries. By letter dated 26 May 2025, the Competition Commission replied that it is not appropriate for them to disclose any information relating to their investigation, which is understandable because it may prejudice any potential investigation, if any at all.
259. I however note that the litigation search mentioned in Part J below does not show any pending or on-going legal proceedings against the three Subsidiaries in respect of the said Ordinance. I have specifically asked and I am firmly instructed that the three Subsidiaries has never been brought to an action or investigated for breaches of the said Ordinance. There is no reason for me to suspect that the three subsidiaries has done anything in breach of the said Ordinance.
260. On these bases, I take the view that the risk of the three Subsidiaries being brought to an action for any breaches of the said Ordinance is very low, if at all.

***F10: Trade Marks Ordinance, Cap.559***

261. I have conducted an online search from the database maintained by the Intellectual Property Department on 24 September 2025. The search reveals that GLHK, by its Chinese name “金葉國際（香港）有限公司” owns three trade marks in Hong Kong. As appeared on the database, they are all validly existing and their registrations have not been expired. They are:

(a) Trade Mark No. 301946340 (expiry date: 14 June 2031);

(b) Trade Mark No. 306853131 (expiry date: 27 March 2035);

(c) Trade Mark No. 306853140 (expiry date: 27 March 2035).

262. I am also provided with a copy of the letter dated 6 May 2025 from the Intellectual Property Department stating that the Department is not aware of any legal proceedings before the Registrar of Trade Marks involving the 3 Subsidiaries. I have also specifically asked and I am firmly instructed that GLHK has never been prosecuted or investigated for breaches of the said Ordinance.
263. Based on the above, I take the view that the risk of three Subsidiaries being prosecuted for breaches of the said Ordinance is very low, if at all.

***F21: Stamp Duty Ordinance, Cap.117***

264. Please refer to Part C above and Part I below.

**G. NON-COMPLIANCES**

265. I am instructed to opine on:

*“In respect of all non-compliance incidents of the Hong Kong Group Companies (if any), what are the (i) legal implications; (ii) maximum penalties and likely penalties imposed on the Hong Kong Group Companies and/or its directors or officers; (iii) limitation period; (iv) chance of prosecution; (v) implications on the renewal of licence(s), permit(s), approval(s), consent(s), certificate(s) and registration(s) of the Hong Kong Group Companies; (vi) feasible remedies available to the Hong Kong Group Companies; (vii) classification pursuant to the “Guide For New Listing Applicants” published by the Stock Exchange; (viii) implications on the suitability of the directors of the relevant company to act as directors of a listed company; and (ix) implications on the suitability for listing of the Company.”*

266. From my analysis above, I have identified the following non-compliances:

- (a) Breaches of Table A of the predecessor Companies Ordinance in relation to various allotments;
- (b) Late filing of Tax Return;
- (c) Late filing to Annual Return;
- (d) Late filings of Notice of Change in Particulars of Company Secretary and Director;
- (e) Late filings of Notice of Change of Company Secretary and Director;
- (f) Late payment of fees and levy for Business Registration Certificate;
- (g) Late payment of levy imposed by the Construction Industry Council.

*(i) legal implications; (ii) maximum penalties and likely penalties imposed on the Hong Kong Group Companies and/or its directors or officers; (iii) limitation period; (iv) chance of prosecution; (vi) feasible remedies available to the Hong Kong Group Companies*

267. I have already mentioned the legal implications, maximum penalties and likely penalties, limitation period, chance of prosecution, and feasible remedies above.

*(v) implications on the renewal of licence(s), permit(s), approval(s), consent(s), certificate(s) and registration(s) of the Hong Kong Group Companies*

268. On implication on the renewal of licence(s), permit(s), approval(s), consent(s), certificate(s) and registration(s), I must emphasis such renewal is within the discretion of the relevant government departments.

269. That said, I note that all of the non-compliances arose out of inadvertence only, and there is no evidence that they involved fraud, deceit or dishonesty. There is also no evidence that the non-compliance arose in a systematic manner. From my experience, the likelihood of their impact on the renewal decisions is very limited, if at all.

*(vii) classification pursuant to the “Guide For New Listing Applicants” published by the Stock Exchange*

270. The Stock Exchange has published a “Guide For New Listing Applicants” categorising non-compliances into three categories, namely:

- (a) Material non-compliance: Non-compliance incidents which, individually or in aggregate, have had or are reasonably likely to have in the future, material financial or operational impact on the applicant. For example, non-compliance incidents giving rise to significant financial penalties or which may result in the closure of material operating facilities.
- (b) Systemic non-compliance: Not material non-compliance. However, their recurring nature may reflect negatively on the applicant’s or its directors’/senior management’s ability or tendency to operate the applicant in a compliant manner.
- (c) Immaterial non-compliance Neither material non-compliance nor systemic non-compliance.

271. As explained above, the financial penalties involved is not significant and would not result in the closure of the material operating facilities. All of the non-compliances have been time-barred. Also, the non-compliances arose from inadvertence only. None of them is recurring, or reflect negatively on the Company’s or its directors’ and senior management’s ability or tendency to operate the Company in a compliant manner. I therefore take the view that they were all immaterial non-compliances.

*(viii) implications on the suitability of the directors of the relevant company to act as directors of a listed company; and (ix) implications on the suitability for listing of the Company*

272. For the reasons stated above, I take the view that the non-compliances identified do not have any negative implication on the suitability of the directors of the Company or the Subsidiaries to act as directors of a listed company, and do not have any negative implication on the suitability for listing of the Company.

## **H. TAX FILINGS**

273. I am instructed to opine on:

*“Whether the Hong Kong Group Companies have duly made the tax filings according to Hong Kong laws during the Track Record Period and up to the date of the legal advice.”*

274. Please refer to Part H3 above.

## **I. TITLE OF PROPERTIES**

275. I am instructed to opine on:

*“Whether the Hong Kong Group Companies (1) is the lawful owner holding good title of the property owned by it, and whether it owns such property free of encumbrances; and (2) is the lawful tenant of 2 properties held under tenancy agreements, and whether the tenancy agreements are valid, binding and subsisting in favor of the Hong Kong Group Companies and enforceable by it.”*

### ***II: Title of property***

276. I am instructed that GLIL and UPL do not own any landed property in Hong Kong.

277. On the contrary, GLHK owns the following property in Hong Kong, which is subject to a tenancy agreement with Yummy Dim Sum Limited as tenant for the period from 1 November 2021 to 31 October 2025, and a renewed tenancy agreement with the same tenant for the period from 1 November 2025 to 31 October 2028.

*“Unit M, 29/F, Block 1, Vigor Industrial Building, NOS 49-53 Ta Chuen Ping Street, Kwai Chung” (“Unit 29M”)*

278. I am not provided with copies of all title deeds and therefore I am not in the position to step into the role as a conveyancing solicitor to review them and opine on whether GLHK’s title of Unit 29M is good and free of incumbrances. I am however instructed that when GLHK purchased Unit 29M, it has retained a firm of solicitors, Messrs. Huen & Partners, to examine the title of Unit 29M for them before completion of the transaction on 20 July 2016. Unless GLHK had specifically waived its right to require the then vendor to show and prove good title, the said firm of solicitors must have been satisfied that there was a good title of Unit 29M before advising GLHK to complete the transaction. I have further been provided with a letter dated 9 June 2025 from Messrs. Huen & Partners certifying that they confirmed that good title has been proved by the then Vendor upon completion of the sale and purchase of Unit 29M.
279. Relying on the judgment of the said firm of solicitors and assuming the title was good and free of incumbrances on 20 July 2016, I will move on to examine what happened after that date.
280. As shown in the land search records of Unit 29M I personally obtained from the Land Registry on 20 September 2025, the register owner of Unit 29M is GLHK, and the only pending incumbrance is the Order No.D00040/NT/18/TD by the Building Authority under section 26 of the Buildings Ordinance dated 13 February 2018 (memorial no.18030800740383) (the “**Building Order**”).
281. I am provided with a copy of the Building Order and found that it relates to the external wall and the common parts of the building. While external wall is not explicitly stated as a common part in paragraph 4(q) of the Deed of Mutual Covenant dated 20 July 1982

(memorial no.252835), it was not excluded therein. By virtue of section 2 and Schedule 1 of the Building Management Ordinance, Cap. 344, external walls are generally regarded as a common part. I therefore take the view that the Building Order is a matter of responsibility of the Incorporated Owners of the Building instead of GLHK itself.

282. The deadline for satisfying the Building Order was 13 August 2018, which has already been passed for 7 years. Section 40(1B)(i) and (ii) of the Buildings Ordinance provides that failure to comply with the Building Order constitutes an offence punishable by a fine at level 5 (HK\$50,000) and imprisonment for 1 year plus a daily fine of HK\$5,000 if the non-compliance has continued. That said, the addressee of the Building Order is the Incorporated Owners themselves, and therefore, the target of any potential prosecution is the Incorporated Owners, not GLHK.
283. In any event, this matter has long been time-barred. Section 40(8) specifically provides that any prosecution under the said Ordinance may only be commenced within 12 months of the commission of the offence or within 12 months of the same being discovered by or coming to the notice of the Building Authority. Any prosecution must have been commenced before 14 August 2019.
284. In the context of property conveyancing, the existence of a Building Order, albeit against a common part of the building, would be an incumbrance to the title of a unit in the building because the owner of the unit would have to contribute to the costs of the repair required under the Building Order: e.g. *Ip Fong Keng v Fong Yu Shing and another* [2019] HKCFI 1677 and *Sky Globe Holding Ltd v Hung Lee Estates Ltd* [2023] HKCFI 1995. However, from my experience, it is not unusual for potential purchaser of a property to agree to waive the requirement to show and prove title in respect of the Building Order if the intended vendor is willing to undertake to indemnify any costs involved in complying with it, or to pay an agreed sum into a firm of solicitors as stakeholder for this purpose.
285. It follows that, in the future, if GLHK fully discloses the Building Order to a potential purchaser of Unit 29M and give a similar undertaking, it will still be able to sell Unit 29M at a valuable consideration. If such arrangement is clearly stated in the Sale and

Purchase Agreement, it is unlikely that the presence of the Building Order will entitle the intended purchaser to rescind the Sale and Purchase Agreement.

286. As regards the tenancy agreement with Yummy Dim Sum Limited as tenant for the period from 1 November 2021 to 31 October 2025, I have perused the copy of the tenancy agreement. It has been signed by representatives from both GLHK and Yummy Dim Sum Limited and dated 29 July 2021. It has also been duly stamped on the same day. I take the view that the tenancy agreement is valid, binding, and subsisting. Furthermore, for the renewed tenancy agreement for the period from 1 November 2025 to 31 October 2028, I was given a copy of the Stamp Certificate certifying that it has been stamped by e-stamping service. I have checked the authenticity of the certificate on [www.gov.hk/estamping](http://www.gov.hk/estamping). I take the view that it is also been duly stamped.

***12: tenancy agreements (with the Subsidiaries as tenant)***

287. I am instructed that GLIL and UPL had not entered into any tenancy agreement during the Track Record Period.
288. On the contrary, GLHK has entered into two tenancy agreements in Hong Kong, namely:
- (a) Unit 2202, 22/F, New Venture Centre, No.18 Lam Tin Street, Kwai Chung, N.T  
Date: 20 January 2022  
Period: 18 December 2021 to 17 December 2025  
Landlord: New Venture Investments Limited  
Use: Warehouse
  - (b) 23/F, New Venture Centre, No.18 Lam Tin Street, Kwai Chung, N.T  
Date: 20 January 2022  
Period: 18 December 2021 to 17 December 2025  
Landlord: New Venture Investments Limited  
Use: office



289. I have been provided with and have perused copies of the two tenancy agreements. They have all been signed by representatives from both the landlord and the Subsidiary.
290. Section 15 of the Stamp Duty Ordinance, Cap.117 provides that no instrument chargeable with stamp duty shall be received in evidence in any court proceedings (except criminal proceedings or civil proceedings by the IRD to recover stamp duty). In other words, if the two tenancy agreements are not duly stamped, they cannot be used in a court to prove that the relevant agreements are valid, binding, and subsisting.
291. Schedule 1 of the same Ordinance provides that all parties executing a tenancy agreement are liable to pay stamp duty within 30 days after execution at the rates of:

<i>Term of the lease</i>	<i>Rate</i>
Not defined or is uncertain	0.25% of the yearly or average yearly rent
Does not exceed 1 year	0.25% of the total rent payable over the term of the tenancy agreement
Exceeds 1 year but not exceeding 3 years	0.5% of the yearly or average yearly rent
Exceeds 3 years	1% of the yearly or average yearly rent
Key money, construction fee etc. mentioned in the tenancy agreement	4.25% of the consideration if rent is also payable under the tenancy agreement. Otherwise, same duty as for a sale of immovable property
Duplicate or counterpart	\$5 each

292. The copies of the two tenancy agreements provided to me both appeared to have been stamped. I am therefore of the view that the two tenancy agreements are valid, binding, and subsisting.

## **J. LITIGATION AND ARBITRATION**

293. I am instructed to opine on:

*“In respect of all actual or pending actions, suits or proceedings to which any Hong Kong Group Companies, director, senior management or substantial or controlling shareholder of the Company is a party during the Track Record Period and up to the date of the legal advice (if any), what are the (i) status and merit; (ii) maximum and estimates of quantum of liability (including the estimates on sharing of liability by the Hong Kong Group Companies in such lawsuit(s)); (iii) whether such liability of the Hong Kong Group Companies is or should have been covered by its insurance; and (iv) implication on the licence(s), permit(s), approval(s), consent(s), certificate(s) and registration(s) of the Group and their renewal (if applicable).”*

294. I am instructed that the directors, senior management, or substantial or controlling shareholders of the Subsidiaries as of the date of this opinion are:

- (a) Chan Kwok Keung 陳國強
  - (b) Ip Kam Yik 葉金弋
  - (c) Ip Tsz Kwan 葉芷筠
  - (d) Lui Kwok Kit 呂國傑
  - (e) Wong Chun Kat 王振吉
  - (f) Lin Wai Chong 林偉昶
  - (g) Cheung Kwong Tat 張廣達
- (collectively the “*Individuals*”)

***Winding-up / receivership***

295. On 23 March 2025, 6 June 2025, and 26 September 2025, compulsory winding up searches and bankruptcy searches were conducted at the Official Receiver’s Office against the names of the above Individuals and the names of the Subsidiaries. The database kept by the Official Receiver’s Office covers all records of compulsory

winding-up and bankruptcy cases commenced after 1984. The result stated that there is no outstanding winding up petition except for the name “陳國強”.

296. In the search result, the Official Receiver’s Office specifically remarked that “*there is insufficient identity information of the above-named debtor in the database*”, and “*it is uncertain if the debtor and your search target are the same person*”. In this connection, I am instructed that this “陳國強” is not the “*Chan Kwok Keung*” who was involved in the Subsidiary. This name also appears to me to be a very common Chinese name used in Hong Kong. In any event, the record also states that the relevant Bankruptcy Petition has been dismissed / withdrawn on 7 May 2014.
297. There being no reason for me to suspect that the Company is not being honest, I shall assume that this search result is not related to Chan Kwok Keung involved in the Subsidiaries.
298. I have also conducted searches with the names of the Subsidiaries and the above individuals at the website of the Judiciary of Hong Kong. There is no reported decision relating to winding-up or bankruptcy in relation to these search terms, except the proceedings of “*Chan Kwok Keung*” mentioned above.
299. I am also instructed that none of the Subsidiaries have entered into any voluntary winding-up / receivership.
300. On these bases, I am of the view that none of the Subsidiaries is subject to any actual or pending winding-up / receivership.

#### ***Other litigation***

301. As stated above, I have conducted searches with the names of the Subsidiaries and the above individuals at the website of the Judiciary of Hong Kong. There is no reported decision in relation to these search terms with the exception for “*Chan Kwok Keung*”, “陳國強”, “*Ip Tsz-kwan*”, and “*Cheung Kwong-tat*”. The cases identified are:

“Chan Kwok Keung”

- (1) HCCW279/2010 - 08/01/2016 - *Shinewing Specialist Advisory Services Ltd v. Chen Yung Ngai Kenneth (As The Liquidator of Hempstone Limited (In Compulsory Liquidation)) And Others*
- (2) HCCW279/2010 - 12/02/2015 - *Shinewing Specialist Advisory Services Ltd v. Chen Yung Ngai Kenneth And Others*
- (3) HCCW346/2010 - 08/01/2016 - *Shinewing Specialist Advisory Services Ltd v. Chen Yung Ngai Kenneth (As The Liquidator of De Rodeo Catering Ltd (In Compulsory Liquidation))*
- (4) HCCW346/2010 - 12/02/2015 - *Shinewing Specialist Advisory Services Ltd v. Chen Yung Ngai Kenneth And Others*
- (5) HCMP117/2014 - 08/01/2016 - *Shinewing Specialist Advisory Services Ltd v. Chen Yung Ngai Kenneth (As The Liquidator of Senrich Industries Ltd (In Creditors' Voluntary Liquidation)) And Others*
- (6) HCMP117/2014 - 12/02/2015 - *Shinewing Specialist Advisory Services Ltd v. Chen Yung Ngai Kenneth And Others*
- (7) HCMP118/2014 - 08/01/2016 - *Shinewing Specialist Advisory Services Ltd v. Chen Yung Ngai Kenneth (As The Liquidator of Vinki Corporation Ltd (In Creditors' Voluntary Liquidation)) And Others*
- (8) HCMP118/2014 - 12/02/2015 - *Shinewing Specialist Advisory Services Ltd v. Chen Yung Ngai Kenneth And Others*
- (9) CACV247/2007 - 28/10/2008 - *Official Receiver, The Trustee of The Estate of Chan Kwok Keung, A Bankrupt v. Chan Kwok Keung, A Bankrupt*
- (10) CACV261/2007 - 28/10/2008 - *Re Wong Siu Fai*
- (11) HCB20722/2002 - 05/07/2007 - *Official Receiver, The Trustee of The Estate of Chan Kwok Keung, A Bankrupt v. Chan Kwok Keung, A Bankrupt*
- (12) CACC383/2006 - 17/08/2007 - *HKSAR v. Chan Kwok Keung*
- (13) CACC448/2005 - 22/06/2007 - *HKSAR v. Wong Chi Yin And Others*
- (14) CACC357/1993 - 18/01/1994 - *Chan Kwok Keung v. R.*
- (15) CACC244/1987 - 03/12/1987 - *The Queen v. Chan Kwok Keung And Another*
- (16) CACC577/1987 - 04/05/1988 - *The Queen v. Chan Kwok Keung And Another*
- (17) CACV233/2013 - 25/06/2014 - *Excel Concrete Ltd v. The Concrete Producers Association of Hong Kong Ltd And Others*
- (18) CACV113/1990 - 15/11/1990 - *Chan Kwok Keung v. Leung Mau Hung T/a Leung Shiu Hung Production Co. And Another*
- (19) HCA938/2011 - 14/02/2013 - *Excel Concrete Ltd v. The Concrete Producers Association of Hong Kong Ltd And Others*
- (20) HCA938/2011 - 11/08/2015 - *Excel Concrete Ltd v. The Concrete Producers Association of Hong Kong Ltd And Others*
- (21) HCA938/2011 - 27/09/2013 - *Excel Concrete Ltd v. The Concrete Producers Association of Hong Kong Ltd And Others*
- (22) HCA938/2011 - 18/07/2013 - *Excel Concrete Ltd v. The Concrete Producers Association of Hong Kong Ltd And Others*

- (23) HCA1267/1987 - 22/07/1987 - *Ho Wing Chu v. Chan Kwok Keung And Another*
- (24) HCA5173/1980 - 17/05/1982 - *Cheung Tze Ming v. Chan Kwok Keung And Others*
- (25) HCAL36/1998 - 25/08/1998 - *Nam Pei Hong (Holding) Ltd. And Other v. The Stock Exchange of Hong Kong Ltd.*
- (26) HCCW279/2010 - 15/12/2010 - *Lam Charm And Another v. Yung Shiu Ching And Others*
- (27) HCCW279/2010 - 01/09/2011 - *Lam Charm And Another v. Yung Shiu Ching And Others*
- (28) HCCW346/2010 - 15/12/2010 - *King Bakery International Co Ltd v. Live & Live Ltd And Others*
- (29) HCMA607/1995 - 06/12/1995 - *R. v. Wong Chung Keung & Other*
- (30) DCCC689/2023 - 05/04/2024 - *HKSAR v. Chan Kwok Keung*
- (31) DCCC203/2016 - 08/08/2016 - *HKSAR v. Chan Yuen Shing (Also Known As Chan Kwong Chun) And Another*
- (32) DCCC1133/2011 - 17/01/2012 - *HKSAR v. Chan Kwok Keung*
- (33) DCEC417/2007 - 01/02/2008 - *Yim Chun Fai v. Chan Kwok Keung T/a K K Chan Decoration & Engineering Co*
- (34) DCMP3072/2022 - 12/07/2023 - *Ego Finance Ltd v. Cheung Lam Fong And Others*
- (35) DCMP3073/2022 - 15/09/2023 - *Ego Finance Ltd v. Cheung Lam Fong And Others*

“陳國強”

- (1) DCCC 1073/2020 - 30/05/2022 - *HKSAR v. Chan Hung Kei And Another*
- (2) DCCC 1074/2020 - 30/05/2022 - *HKSAR v. Chan Hung Kei And Another*
- (3) HCAL 105/2011 - 19/12/2012 - *Chan Wai Hong v. The Revising Officer, Mr Symon Wong*
- (4) HCMA 632/2011 - 28/11/2011 - *HKSAR v. Chan Kwok Keung*
- (5) LDPD 438/2011 - 24/05/2011 - *Chan Kwok Keung v. Ng Chi Lok*
- (6) LDPD 438/2011 - 29/04/2011 - *Chan Kwok Keung v. Ng Chi Lok*
- (7) HCMA 717/2009 - 02/11/2010 - *HKSAR v. Chan Kwok Keung*
- (8) DCCJ 4197/2007 - 15/01/2009 - *Design House Limited v. Chan Kwok Keung*
- (9) CACC 383/2006 - 17/08/2007 - *HKSAR v. Chan Kwok Keung*
- (10) CACC 448/2005 - 22/06/2007 - *HKSAR v. Wong Chi Yin And Others*
- (11) CACV 265/2003 - 29/10/2004 - *Wong Hon Min v. Chan Kwok Keung And Another*
- (12) CACV 121/1999 – 23/06/1999 - *Chu Oi Chu v. Chan Kwok Keung*

“Ip Tsz-kwan”

- (1) CACC391/1999 - 06/06/2002 - *HKSAR v. Ip Tsz Kwan*
- (2) DCCC882/2012 - 07/01/2013 - *HKSAR v. Ip Tsz Kwan and another*

*“Cheung Kwong-tat”*

- (1) CACC 543/1980 - 23/12/1980 - *Man Ching-ip and others v The Queen*
- (2) HCA 1282/2016 - 24/08/2016 – *Lim Choon Hock v Hung Ka Hai Clement and others*

302. I am instructed that none of the “*Chan Kwok Keung*”, “*陳國強*”, “*Ip Tsz-kwan*” in these cases were the “*Chan Kwok Keung*”, “*陳國強*”, “*Ip Tsz-kwan*” involved in the Subsidiaries. As regards “*Cheung Kwong-tat*”, the defendant in CACC 543/1980 is not the “*Cheung Kwong Tat*” involved in the Subsidiaries. However, the defendant “in HCA 1282/2016” is the “*Cheung Kwong Tat Terrence*” involved in the Subsidiaries. However, as appeared in the decision by Mimmie Chan J dated 24 August 2016, HCA 1282/2016 has already been stayed.
303. I am not provided with the Writs of Summons and/or the Indictment, etc. of these cases, and therefore unable to verify the true identity of the persons involved in these cases. In fact, due to personal data privacy reasons, no one is entitled to obtain copies of from Court files unless he is a party to these cases. Further, especially in civil proceedings, the Writs of Summons and the Statements of Claim unlikely contain the ID card number or passport number of the parties, making it difficult to verify the identity of the persons involved.
304. For the above reasons, I can only give my opinion based on the assumption of my instructions, i.e. these search results are not related to the key persons of the Subsidiaries, and merely relate to persons bearing the same name as Chan Kwok Keung and Ip Tsz Kwan. On this basis, none of the Subsidiaries is involved in any case reported at the website of the Judiciary in Hong Kong.
305. That said, there is no official channel to search or verify whether a company is involved in a litigation in Hong Kong before the case is reported. Therefore, I will have to rely on third party resources.

306. I have been provided with two sets of Due Diligence Reports compiled by Accolade in June 2025 and September 2025 respectively. The Report relied on private databases accessible by them. Although Accolade stated in the “Important Notes” in these Reports that “*the sources of information in this report may not be comprehensive, accurate, complete or up-to-date*”, any positive results from these Reports will be useful information for the purpose of this Legal Opinion.
307. There are no results from civil litigation, criminal litigation, court summons, winding-up records, irregularity & disciplinary action for the following parties:
- (a) GLIL;
  - (b) UPL.
308. **For GLHK**, there is 1 result from civil litigation, namely DCPI 819/2023. I was provided with some of the documents and correspondence involved. I note particularly that in a letter dated 19 November 2024 by Messrs. Lo & Lawyers, solicitor for the Plaintiff in this case, the Plaintiff had accepted an offer of HK\$110,000 in full and final settlement of the Plaintiff’s claim (inclusive of costs and disbursement).
309. I am also provided with a copy of the Consent Order dated 17 September 2024 signed by the solicitors of both the Plaintiff and the Defendants discharging the two defendants (i.e. Ip Kam Yik and GLHK) from all liabilities arising out of and in relation to the case. This is conclusive evidence that DCPI 819/2023 has concluded.
310. I am further instructed by those instructing me that there was another civil litigation namely HCPI 1135/2015 suing GLHK under its former name, “*Golden Leaf Air-Conditioning Engineering Limited*”. GLHK (in its former name) was represented by a firm of solicitors, namely Messrs. Paul C. K. Tang & Chiu (“**PCKTC**”). The Company has made enquiries with PCKTC, which responded in an email dated 12 June 2025 that, due to the long time lapse, they were unable to retrieve the relevant documents except a draft Consent Summons for the settlement of the proceedings.

311. PCKTC has confirmed that the draft Consent Summons was signed by all parties and was filed into Court on or about 17 August 2018. The Consent Summons at §8 provides that upon payment of the sums agreed, all Defendants shall be wholly discharged from all or any liability in respect of the subject accident of the Plaintiff. I am instructed that the Company understands that GLHK's Employees' Compensation Insurer had already settled the sum payable by GLHK.
312. Due to the long time lapse, the Company is unable to provide me with the documentary proof of payment. However, the following information indicates that the proceedings have indeed come to an end.
313. I was provided with a search result from "D-Law HK", a private database which stored the records available from the Judiciary, indicating that the last hearing was scheduled for 23 August 2018, which was vacated by virtue of §7 of the said Consent Summons. There being no other hearing fixed for this case since 2018, together with the confirmation from PCKTC that the proceedings have been settled, I am of the view that proceedings HCPI 1135/2015 have already been concluded.
314. **For Ip Kam Yik 葉金弋**, there is also 1 result from civil litigation, namely the same case of DCPI 819/2023 where GLHK was a co-defendant. As explained above, this case has already concluded.
315. **For Ip Tsz Kwan 葉芷筠**, there are 3 results from civil litigation. The first two results are SSTC 13329/2022 and SCTC3250/2011, with the descriptions "service charge" (for Hospital Authority) and "Miscellaneous" (for MTR Corporation Limited) respectively. The third result is DCCJ 3368/2025, involving a debt of HK\$556,283.00 by American Express International Inc. I am instructed that the defendant(s) in these three cases is/are not the Ip Tsz Kwan involved in the Subsidiary. The defendant(s) simply had the same name.



316. **For Lui Kwok Kit 呂國傑**, there is 2 result from civil litigation, namely SCTC 47270/2014, with the description “card loan”, and SCTC 18906/2025, with the description “commission”. I am instructed that the defendant in this case is not the Lui Kwok Kit involved in the Subsidiary. The defendant simply had the same name.
317. **For Chan Kwok Keung 陳國強**, there are 223 results from civil litigation, 35 results from criminal litigation, 74 results from court summons, and 1 result from bankruptcy records. I am instructed that, based on the confirmation by Mr. Chan Kwok Keung himself, none of these results related to him, but they were related to other person(s) bearing the same name.
318. **For Cheung Kwong Tat 張廣達**, there is 1 result from civil litigation, namely SCTC 29341/2025, with the description “motor claims”. I am instructed that the defendant in this case is not the Cheung Kwong Tat involved in the Subsidiary. The defendant simply had the same name.
319. As I explained above, it is difficult to verify the identity of the person(s) involved in the litigation search results stated above, and I can only give my opinion based on the assumption of my instructions. In any event, for cases in the Small Claims Tribunal, the relevant Tribunal only has jurisdiction to hear claims not more than HK\$75,000. Even a judgement is entered against him, the potential maximum liability would be within HK\$75,000 for each case.
320. For the reasons and the assumptions as explained above, all actions, suits, or proceedings to which any Hong Kong Group Companies, director, senior management or substantial or controlling shareholder of the Company is a party during the Track Record Period and up to the date hereof have been concluded. The implication on the licence(s), permit(s), approval(s), consent(s), certificate(s) and registration(s) of the Group and their renewal is minimal and negligible.

### ***Arbitration***

321. I have specifically asked and am instructed that the three Subsidiaries are not involved in any arbitration proceedings.
322. As a matter of practice, arbitration is always private and confidential. Therefore, there is no public database allowing searches to ascertain whether a company is involved in any arbitration.
323. Given the instructions given to me and that there is no evidence indicating otherwise, it take that view that the Subsidiaries were not involved in any arbitration.

***Other disputes without litigation***

324. The Company has fairly disclosed to me that on 11 September 2024, Hang Lung Management Services (HK) Ltd. has issued a letter and made an allegation against GLHK for “unprofessional service of replacing defective flush water pipework” on 5 September 2024, allegedly causing water leakage at Standard Chartered Bank Building in Central. I am instructed that the problematic work was carried out by a sub-contractor engaged by the Company. The sub-contractor was 躍進冷氣工程公司.
325. I am instructed that GLHK has promptly informed the broker of the public liability insurance purchased by GLHK, Arvuda Insurance Services Limited. On 21 November 2024, Arvuda Insurance Services Limited informed GLHK that, although the matter was generally excluded from the insurance policy, the insurer Allianz Global Corporate & Specialty SE has agreed to treat this as a special case and give an official one-time approval for this claim. On 22 November 2024, the GLHK was asked to pay a 20% excess, i.e. HK\$628,164, and the insurer would proceed to settle the claim with Hang Lung Management Services (HK) Ltd.
326. I was provided with copies of the relevant email correspondence proving the above instructions. There is no reason for me to suspect the truthfulness of the matters explained above. I note further that:

- (a) Allianz Global Corporate & Specialty SE has issued an Official Receipt dated 10 January 2025 confirming that GLHK has paid the excess of HK\$628,164.
  - (b) 躍進冷氣工程公司 has signed and chopped with its company chop a written confirmation to indemnify GLHK the excess of HK\$628,164 by 31 March 2026.
  - (c) In the past few months, the representative of the insurer has been negotiating with Hang Lung Management Services (HK) Ltd. on proposals to settle the matter. On about 4 June 2025, a proposal has been made pending agreement or further negotiation.
327. Although the matter has not been formally settled, it appears that the insurer has already taken up the matter, and there is a good prospect of a settlement very soon. In any event, the insurer has made an express representation that it would cover this claim on the condition that GLHK pays the excess of HK\$628,164. As GLHK has duly paid the sum, the insurer would be estopped from claiming GLHK for any potential sums paid to the claimant. On these basis, I take the view that from the perspective of GLHK, this matter has been settled and would not financially affect GLHK anymore. I further note that, as promised by 躍進冷氣工程公司, GLHK will also be able to recoup the HK\$628,164 paid to the insurer from 躍進冷氣工程公司 by 31 March 2026. The indemnity given by 躍進冷氣工程公司 is legally binding and enforceable by GLHK.

**K. REGULATORY OVERVIEW**

328. I am instructed to opine on:

*“Whether the summary of applicable laws and regulations in Hong Kong as disclosed in the “Regulatory Overview” section of the prospectus is satisfactory in summarizing the major applicable laws and regulations relevant to the Hong Kong Group Companies’ business.”*

329. I was provided the “Regulatory Overview” section of the bulk print proof Prospectus. The statements set out therein, in so far as such statements summarising or describing the laws, statutes, rules and regulations in Hong Kong applicable to the Company and the Subsidiaries, fairly and accurately summarise or describe such laws, statutes, rules and regulations in Hong Kong applicable to the Company and the Subsidiaries.

**L. DATA PRIVACY AND PROTECTION**

330. By letter dated 27 June 2025, the Stock Exchange noted the Company’s utilisation of the “GL ERP” system for processing tenders and subcontractor works, and asked the Company to confirm whether such collection and use comply with all applicable laws and regulations concerning data privacy and security during the Track Record Period and up to the Latest Practicable Date (which will have been updated to 20 September 2025 which is the Latest Practicable Date of the bulk print proof Prospectus).

331. I am instructed to further opine on this matter and am provided with the following additional documents:

(a) Employment Agreement between GLHK and Cheuk Ying Tung, an accounting clerk dated 22 January 2024.

(b) Staff Confidentiality Agreement (員工保密合約書) between GLHK and Chruk Ying Tung dated 22 January 2024.

(c) Privacy Policy of Mingdao (a cloud service) (明道云隐私政策).

(d) Registration form to be completed by subcontractors of GLHK.

332. I am instructed that the “GL ERP” system is a cloud-based and customised system developed solely for the internal use by GLHK. The system is a comprehensive information technology platform that facilitates GLHK’s management covering project life cycle from preparation and approval of project budget and tender, team mobilisation

and project initiation, monitoring project progress and financial management to billing and payment management. The system also allows selected subcontractors to submit their quotations through the system.

333. In Hong Kong, data privacy and security are governed by the Personal Data (Privacy) Ordinance (Cap. 486). The Office of the Privacy Commissioner for Personal Data was set up to enforce the said Ordinance.
334. The Ordinance is applicable to both the private and the public sectors. It is designed to be technology-neutral and principle-based, and therefore leaves room for data users to adopt their own procedures and measures as long as they comply with those principles. Schedule 1 of the Ordinance contains 6 Data Protection Principles (“DPPs”) governing how “data users” should collect, handle, and use personal data.
335. The utilisation of the “GL ERP” system clearly falls within the application of the Ordinance:

(a) The “GL ERP” system collects and stores information of subcontractors. These are clearly “personal data” as defined in the Ordinance, namely “*any data (a) relating directly or indirectly to a living individual; (b) from which it is practicable for the identity of the individual to be directly or indirectly ascertained; and (c) in a form in which access to or processing of the data is practicable*”.

(b) GLHK is clearly a “data user” as defined in section 2 of the Ordinance, namely “*a person who, either alone or jointly or in common with other persons, controls the collection, holding, processing or use of the data*”.

#### *DPP1 Purpose and Manner of Collection*

336. DPP1 provides that personal data shall only be collected for a lawful purpose directly related to a function or activity of the data user. The data collected should be necessary and adequate but not excessive for such purpose. The means of collection should be lawful and fair. Data subjects should be informed whether it is obligatory or voluntary

to supply the data, the purpose of using their data and the classes of person to whom their data may be transferred. They should also be informed of the right and means to request access to and correction of their data.

337. First, it must be noted that personal data refers to data relating to a living individual, but not a company or organisation: see *Shi Tao v Privacy Commissioner for Personal Data* (AAC 16/2007). Information relating to a company subcontractor, e.g. Business Registration details, addresses, etc. are not personal data for the purpose of this Ordinance.
338. I have examined the registration form for subcontractors of GLHK and found that the personal data which may be obtained are (i) the name of a shareholder of the subcontractor and the number of shares held by that shareholder, (ii) the name and details of a contact person of a subcontractor, and (iii) the name and details of a bank account for receiving remunerations.
339. By indication of the symbol “\*\*\*” in the said form, items (i) and (iii) were marked as mandatory, i.e. it is obligatory for the subcontractors to supply those data to GLHK. Although there is no separate paragraph explicitly stating the purpose of the collection of these data, it is clear from the form that the data used would be for registration as GLHK’s subcontractor. More particularly, it is clear that (i) the name and details of shareholder was used for verifying the ownership of the subcontractor, (ii) the name and details of the contact person was used for contacting the subcontractor, and (iii) the name and details of the bank account was used for payment of remuneration upon completion of work assigned to the subcontractor. These aspects of DPP1 are therefore complied with.
340. The registration form however did not explicitly inform the subcontractors their right and means to request access to and correction of their data. This is a potential breach of DPP1. I will more fully analyse the consequence of such a potential breach below.

#### *DPP2 Accuracy and Duration of Retention*

341. DPP2 requires data users to take all practicable steps to ensure that personal data is accurate and is not kept longer than is necessary for the fulfilment of the purpose for which the data is used. Section 26 of the Ordinance requires data users to take all practicable steps to erase personal data that is no longer required for the purpose for which the data is used, unless erasure is prohibited by law or is not in the public interest.
342. I am instructed that GLHK had ensured that the personal data stored in their cloud storage are accurate, and it is GLHK's practice to erase all data after 7 years.
343. I am further instructed that although some registered subcontractors had never submitted any quotation through the system, it is still necessary to have their data in the system because they may later decide to submit a quotation. I am also instructed that since the launch of the "GL ERP" system, none of the subcontractors had informed GLHK that it/they would no longer be interested in submitted quotation through the system. There is no issue of whether GLHK had erased any personal data "no long required".
344. On these bases, there is no question of any breach of DPP2.

#### *DPP3 Use of Data*

345. DPP3 prohibits the use of personal data for any new purpose which is not or is unrelated to the original purpose when collecting the data, unless with the data subject's express and voluntary consent. A data subject can withdraw his/her consent previously given by written notice. Part 6A of the Ordinance specifically requires that data users must obtain informed consent before using a data subject's personal data for direct marketing or transferring the data to a third party for direct marketing.
346. I am firmly instructed that all personal data obtained from the registered subcontractors were solely used for their original purposes, and were never used for any other purposes such as direct marketing.

347. There is no question of any breach of DPP3.

*DPP4 Data Security*

348. DPP4 requires that data users take all practicable steps to protect the personal data they hold against unauthorised or accidental access, processing, erasure, loss or use. Data users should have particular regard to the nature of the data, the potential harm if those events happen, measures taken for ensuring the integrity, prudence and competence of persons having access to the data, etc.

349. I am instructed that all personal data are stored in the cloud storage provided by an outside service provider, Mingdao (明道云). I have perused the privacy policy of Mingdao which sets out the principles, procedures, and measures put in place to protect the data stored in the cloud. These details resemble the reasonable policies commonly adopted by other cloud storage service providers. Further, I was provided and have perused the Employment Contract and the Staff Confidentiality Agreement between GLHK and Cheuk Ying Tung, which were an example of the set of documents signed by all employees of GLHK. Both documents clearly stipulate a contractual obligation on the employee not to disclose any data (including personal data) outside of GLHK.

350. On these bases, I take the view that GLHK has fulfilled its duty under DPP4.

*DPP5 Openness and Transparency*

351. DPP5 requires data users to take all practicable steps to ensure openness of their personal data policies and practices, the kind of personal data held and the main purposes for holding it.

352. I am instructed that although subcontractors were not given a copy of GLHK's personal data policies and practices upon registration, GLHK was always willing to provide the same on request by any of the subcontractors. DPP5 does not require a data user to always provide the policies and practices. It only requires a data user to take all



practicable step to ensure that a data subject “can ascertain” the policies and practices.

I take the view that the steps taken by GLHK were sufficient.

353. There is no question of any breach of DPP5.

#### *DPP 6 Access and Correction*

354. DPP6 provides that data subjects have the right to request access to and correction of their own personal data. A data user should give reasons when refusing a data subject’s request to access to or correction of his/her personal data. Part 5 of the Ordinance specifically provides the manner and timeframe for compliance with data access requests and data correction requests, the circumstances in which a data user may refuse such requests, etc. Data users are also required to maintain a log book to record all refusals made.

355. I am instructed that since the launch of the “GL ERP” system, none of the registered subcontractors had requested for access to or correction of their personal data.

356. There is no question of any breach of DPP6.

#### *Consequence of potential contravention*

357. The contravention of any of the DPPs by itself, is not a criminal offence. If the Privacy Commissioner of Personal Data is of the opinion that a particular data user is contravening or has contravened a requirement, he/she may serve on the data user an enforcement notice stating the contravention, and requiring the steps that the data user must take to remedy the contravention: section 50 of the Ordinance. Pursuant to section 50A of the Ordinance, failure to comply with such enforcement notice is a criminal offence which may result in a maximum fine of \$50,000 and imprisonment for 2 years, with a daily penalty of \$1,000. Subsequent convictions can result in a maximum fine of \$100,000 and imprisonment for 2 years, with a daily penalty of \$2,000.

358. The only potential contravention I identified was the potential breach of DPP1(3)(b), i.e. GLHK failed to explicitly inform the subcontractors of their rights to request access to and to request the correction of their personal data, and the name or job title, and address, of the individual who is to handle any such request.
359. I observe that such omission would not have defrauded any person or lead to any unlawful gain of GLHK. It is extremely unlikely that fraud, deceit or dishonesty is involved. Further, a breach of DPP itself is not a criminal offence. I am also instructed that there is no enforcement notice issued by the Privacy Commissioner for Personal Data in relation to such a breach. On these bases, I take the view that such a breach is likely classified as immaterial non-compliance under the “Guide for New Listing Applicants” published by the Stock Exchange.

**M. UPDATES**

360. In September 2025, I am instructed that a then employee, Mr. Man Wai Kei Ethan, claimed employees’ compensation against GLHK for a lower back injury allegedly caused during the course of employment on 18 July 2025.
361. The Employees Compensation Ordinance, Cap.282 requires an employer to pay employees’ compensation to an employee who suffers from temporary incapacity caused in the course of employment (i) 4/5 of the difference between the earnings during sick leave (section 10), and (ii) payment of medical expenses (section 11). The Third Schedule of the Ordinance provides that the maximum medical expenses to be reimbursed per day is HK\$300.00.
362. I am instructed that Mr. Man Wai Kei Ethan took sick leave for 5 days on 21, 22, 23, 24, and 28 July 2025. His monthly earnings were HK\$27,000. GLHK’s liability on sick leave payment is therefore  $(\text{HK\$}27,000 / 30) * 5 * 4/5 = \text{HK\$}3,600.00$ . I am provided with a copy of the cheque issued by GLHK to Mr. Man in the sum of HK\$3,600.00, as well as the acknowledgement of receipt of this cheque signed by Mr. Man on 12 August 2025.

363. I am instructed that Mr. Man provided 15 medical receipts in relation to the injury. The first receipt was in the sum of HK\$180.00, but the remaining 14 receipts all exceeded HK\$300. GLHK's liability is therefore  $\text{HK\$180} + 14 \times \text{HK\$300.00} = \text{HK\$4,380.00}$ . I am provided with a copy of the cheque issued by GLHK to Mr. Man in the sum of HK\$4,380.00, and the acknowledgement of receipt of this cheque signed by Mr. Man on 9 September 2025.
364. Based on the above instructions and records provided to me, I take the view that GLHK has already fully settled his liability under the Employees Compensation Ordinance to Mr. Man.
365. For completeness, I note that GLHK did not file a Notice of Accident within 14 days for non-fatal accidents in accordance with section 15 of the Ordinance. However, I am instructed that GLHK was only aware of the relevant accident in early August when they checked the attendance records of workers and found out Mr. Man was absent for a couple of days. In such a situation, section 15(1B) allows the employer to file the Notice of Accident within 14 days after the accident came to his knowledge. As GLHK has filed the Notice on 8 August 2025, there is no breach of the relevant requirement.

N. **CONCLUDING REMARKS**

366. I emphasise that the above are my estimation based on my experience and available information and authorities. The discretion and decision on laying charges, initiating proceedings, and sentencing rest on the relevant authorities and/or magistrates/judges should the matters reach that stage.
367. Subject to the matters stated above, I take the view that the Subsidiaries' business operations complied with applicable laws and regulations in all material respects during the Track Record Period. I am further instructed that from the end of the Track Record Period up to the date hereof, there is no material change of the Subsidiaries' business operations. I am not provided with any evidence or documents showing the contrary, I therefore also take the view that the Subsidiaries' business operations complied with applicable laws and regulations in all material respects up to the date hereof.
368. I trust that I have set out my view sufficiently clearly. I shall advise further as and when I am so instructed.

Dated 30 September 2025

A handwritten signature in black ink, consisting of stylized, cursive characters that appear to be 'Dixon Tse Siu Chung'.

Dixon Tse Siu Chung

Barrister-at-law