

Dated the 10th day of October, 2023

**GOLDEN FLOURISH PROPERTY LIMITED
(as Vendor)**

and

**EMPIRE SUN GROUP LIMITED
(as Purchaser)**

**Agreement for Sale and Purchase
of Confield Worldwide Limited
and
Leaseback Arrangement**

THIS AGREEMENT is dated the 10th day of October, 2023 and is made

BETWEEN:

- (1) **GOLDEN FLOURISH PROPERTY LIMITED (金盛置業有限公司)**, a company incorporated in the British Virgin Islands (Company no.: 1937117) whose registered office is Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (the “**Vendor**”); and
- (2) **EMPIRE SUN GROUP LIMITED (帝日集團有限公司)**, a company incorporated in the British Virgin Islands (Company no.: 2123687) whose registered office is Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (the “**Purchaser**”).

WHEREAS:

- (A) Confield Worldwide Limited (康域國際有限公司) (the “**Company**”) is a private company incorporated in the British Virgin Islands (BVI Company no.: 1726917) with limited liability and has an authorised share capital of US\$50,000 divided into 50,000 ordinary shares of US\$1 each, of which 10 shares (“**Sale Shares**”) have been issued and are fully paid or credited as fully paid represents all the issued share capital of the Company and are legally and beneficially owned by the Vendor. Further details of the Company are given in Schedule 1.
- (B) The Company is registered in Hong Kong as a non-Hong Kong company with company number F0020043. It is carrying on business in Hong Kong under the name “康域國際資產管理有限公司”.
- (C) The Company is the registered and beneficial owner of the Property.
- (D) The parties have agreed on the sale of Sale Shares by the Vendor to the Purchaser for a total consideration of HK\$38,000,000 (the “**Consideration**”) and upon the terms and subject to the conditions hereinafter contained.
- (E) The Vendor have agreed to lease back the Property for a term of 1 year commencing immediately from the date of Completion, at a monthly rent of HK\$76,000 (inclusive of rates, government rent and management fee) and upon the terms and subject to the conditions of the Tenancy Agreement, which shall be substantially in the form of Schedule 2.

NOW IT IS HEREBY AGREED as follows:

1. Interpretation

- 1.1 In this Agreement (including the Recitals and the Schedules), unless the context otherwise requires or permits:

“**Associates**” has the meaning as ascribed thereto in the Rules Governing the Listing

of Securities on the main board of The Stock Exchange of Hong Kong Limited;

“**Balance**” means subject to the adjustment in Clause 3, the sum of HK\$30,400,000 being the balance of the Consideration;

“**Business Day**” means a day (excluding Saturday and any day on which a tropical cyclone warning no. 8 or above is hoisted or remains hoisted between 9:00 a.m. and 12:00 noon and is not lowered at or before 12:00 noon or on which a “black” rainstorm warning is hoisted or remains in effect between 9:00 a.m. and 12:00 noon and is not discontinued at or before 12:00 noon) on which licensed banks in Hong Kong are open for business;

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

“**Companies Ordinance**” means the Companies Ordinance (Cap. 622 of the laws of Hong Kong) as the same may be amended from time to time;

“**Companies (WUMP) Ordinance**” means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32 of the laws of Hong Kong) as the same may be amended from time to time;

“**Completion**” means completion of sale and purchase of the Sale Shares on the terms of this Agreement;

“**Completion Date**” means 31 December 2023 or such other date as the parties hereto shall agree in writing on which Completion shall take place;

“**Conditions Precedent**” means the conditions stipulated in Clause 4.1;

“**Corporate Documents**” means, in relation to any company, its certificate of incorporation, certificate of incorporation on change of name (if any) and its current business registration certificate (if any); statutory records and minute books; common seal, authorized chops and all rubber stamps; all deeds, certificates and other documents of title in relation to the Property; all other documents and correspondence, if any, relating to the affairs; and all copies of the memorandum and articles of association;

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

“**Deposit**” means the sum of HK\$7,600,000 paid by the Purchaser to the Vendor within 10 business days after the signing of this Agreement, as and for part payment of the Consideration;

“**Encumbrance**” means any mortgage, charge, pledge, lien (otherwise than arising by statute or operation of law), hypothecation or other encumbrance, priority or security interest, deferred purchase, title retention, leasing, sale-and-purchase, sale-and-leaseback arrangement over or in any property, assets or rights of whatsoever nature or interest of any agreement for any of the same and “**Encumber**” shall be construed accordingly;

“**Grand Mark**” means Grand Mark Worldwide Limited, a company incorporated in Hong Kong with limited liability which is a fellow subsidiary of the Vendor;

“**HK dollars**” and “**HKS**” mean the lawful currency for the time being of Hong Kong;

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

“**Leaseback Arrangement**” means Grand Mark shall lease back the Property for a term of 1 year commencing immediately from the date of Completion and subject to the terms and conditions contained in the Tenancy Agreement;

“**Longstop Date**” means 31 December 2023 or such later date as the parties hereto shall agree in writing;

“**Outgoings**” means all the utilities bills or other fee, charges in connection with the Property up to the Completion Date;

“**Property**” means the property situated at Office Unit 1902 on 19 Floor of Tower 2, Lippo Centre, No. 89 Queensway, Hong Kong;

“**Taxation**” means all forms of taxation including overseas taxation and all forms of profits tax, interest tax, estate duty and stamp duty and all levies, imposts, duties, charges, fees, deductions and withholdings whatsoever charged or imposed by any statutory, governmental, state, provincial, local government or municipal authority whatsoever and the expression “**Tax**” shall be construed accordingly;

“**Tenancy Agreement**” means the tenancy agreement to be entered into between the Purchaser as landlord and Grand Mark as the tenant in respect of the Property;

“**this Agreement**” means this agreement for the sale and purchase of the Sale Shares and Loan, as supplemented or amended from time to time;

“**Transfer Instruction**” means the written notice and irrevocable instruction to be given by the Vendor to the BVI registered agent of the Company at Completion, which shall be substantially in the form of Schedule 3;

“**US\$**” means the lawful currency for the time being of the United States of America;

1.2 In this Agreement, unless the context otherwise requires:

- (1) words and expressions defined in the Companies (WUMP) Ordinance shall bear the same meaning as in that Ordinance;
- (2) references to the singular shall be deemed to include references to the plural and *vice versa*;
- (3) references to one gender shall include all genders and references to any person

shall include an individual, firm, body corporate or unincorporate;

- (4) references to any statute or statutory provision shall include any statute or statutory provision which amends or replaces or has amended or replaced it and shall include any subordinate legislation made under the relevant statute;
- (5) references to any document shall be construed as references to such document as the same may be amended or supplemented from time to time;
- (6) references to clauses, schedules and exhibits are references to clauses, schedules and exhibits of this Agreement and references to sub-clauses and paragraphs are unless otherwise stated, references to sub-clauses and paragraphs of the clause, sub-clause or, as appropriate, the schedule in which the reference appears;
- (7) references to person include any public body and any body of persons, corporate or unincorporate;
- (8) references to writing shall include any modes of reproducing words in a legible and non-transitory form;
- (9) references to times of a day are, unless otherwise provided herein, to Hong Kong time; and
- (10) if a period of time is specified and dates from a given day or the day of an act or event, it shall be calculated exclusive of that day.

1.3 The headings of this Agreement are inserted for convenience only and shall be ignored in construing this Agreement. The Schedules form part of this Agreement and have the same force and effect as if expressly set out in the main body of this Agreement.

1.4 The definitions and designations adopted in the recitals and introductory statements preceding this Clause shall apply throughout this Agreement.

2. Sale and Purchase

2.1 Subject to the terms of this Agreement, the Vendor as legal and beneficial owner shall sell and transfer and the Purchaser shall purchase the Sale Shares, free of all Encumbrances on the Completion Date and together with all rights attached and accruing thereto for the Consideration.

3. Consideration

3.1 The Consideration shall be paid by the Purchaser in the following manner:

- (1) HK\$7,600,000, being the Deposit and part payment of the Consideration, shall be paid by the Purchaser within 10 business days after the signing of this Agreement; and
- (2) the Balance of HK\$30,400,000 shall be paid in full upon Completion.

3.2 The Consideration shall be payable to Grand Mark and the bank information are as follows:

The bank: Hang Seng Bank
Account name: Grand Mark Worldwide Limited
Account number: 239-453103-883

4. Conditions Precedent

4.1 This Agreement is and will at all times remain conditional upon and subject to:

- (1) the Vendor having procured the Company to give and prove a good title to the Property in accordance with Sections 13A and 13 of the CPO Ordinance;
- (2) the Purchaser having carried out and completed a due diligence review on the business, financial, legal and other aspects of the Company and satisfied with the results thereof; and
- (3) as at the date of fulfilment or waiver of the last in time to be fulfilled of the Conditions Precedent (other than this condition), the Warranties remaining true, accurate, correct and complete and not misleading in all respects.

4.2 The Purchaser may waive all or any of the Conditions Precedent in whole or part at any time before the Longstop Date by notice in writing to the Vendor. Such waiver may be made subject to such terms and conditions as are determined by the Purchaser.

4.3 The Vendor shall use its best endeavours to procure the fulfillment of the Condition Precedent (other than that contained in Clause 4.1(4)).

4.4 If the Conditions Precedent are not wholly satisfied or waived upon expiry of the Longstop Date and such non-satisfaction is not caused by any default on the part of either party hereto, then:

- (1) this Agreement shall forthwith terminate upon expiry of the Longstop Date;
- (2) the Vendor shall refund the Deposit to the Purchaser in cash without interest;

and subject to compliance and performance by the Vendor of the obligation set forth above, neither party shall have any claim against the other party(ies).

5. Due Diligence

5.1 The Purchaser shall be entitled to carry out a due diligence review of the Company. Such due diligence review to be completed as soon as reasonably practical but in any event on or before the Longstop Date.

5.2 The Vendor shall procure that the officers, agents and representatives of the Company shall be instructed to give promptly all such information and explanations to the

Purchaser or its representatives as may be requested by them.

6. Completion

- 6.1 Subject to compliance with or fulfillment of the Conditions Precedent, Completion shall take place at the office of the Vendor on the Completion Date at or before 5:00 p.m. when all the acts and requirements set out in Clauses 6.2, 6.3, 6.4 and 6.5 shall be complied with.
- 6.2 The Vendor shall deliver or procure the delivery to the Purchaser of all the following:
- (1) instrument of transfer in respect of the transfer of the Sale Shares duly executed by or on behalf of the Vendor in favour of the Purchaser or its nominee;
 - (2) original share certificate in respect of the Sale Shares;
 - (3) written resignations of all existing directors of the Company, the company secretary and the authorised representative in Hong Kong together with a written acknowledgement under seal from each of them respectively in such form as the Purchaser may require that he/she has no claims against the Company whether by way of compensation, remuneration, severance payments, expenses, damages or otherwise;
 - (4) all the Corporate Documents of the Company duly written up to the Completion Date;
 - (5) the Transfer Instruction duly signed by the Vendor; and
 - (6) the Tenancy Agreement duly executed; and
 - (7) original copy of the resolutions of the board of directors of the Company referred to in Clause 6.3.
- 6.3 The Vendor shall procure a meeting of the board of directors of the Company to be held at which resolutions shall be passed for:
- (1) the approval for the transfer of the Sale Shares to the Purchaser or its nominee and the registration of such transfer;
 - (2) the approval of the Tenancy Agreement;
 - (3) the acceptance of the resignation of all existing directors as directors of the Company, the company secretary and the authorised representative in Hong Kong with effect from Completion;
 - (4) the appointment of such persons nominated by the Purchaser as directors of the Company, the company secretary and the authorised representative in Hong Kong with effect from the Completion Date;

- (5) the change of the principal place of business of the Company in Hong Kong to such other Hong Kong address as shall be nominated by the Purchaser in writing at least 5 Business Days before the Completion Date;
- 6.4 Against compliance by the Vendor with all the requirements set out in Clauses 6.2, and 6.3, the Purchaser shall pay the Balance to the Vendor in accordance with Clause 3.1(2).
- 6.5 If the Vendor fail to do anything required to be done by any of them under Clauses 6.2 or 6.3, without prejudice to any other right or remedy available to the Purchaser, the Purchaser may:
- (1) defer Completion to a day not more than 28 days after the original Completion Date (and so that the provisions of Clauses 6.1 through to 6.4 shall apply to Completion as so deferred); or
 - (2) proceed to Completion so far as practicable but without prejudice to the Purchaser's right to the extent that the Vendor shall not have complied with their obligations hereunder; or
 - (3) rescind this Agreement without liability on its part; or
 - (4) seek specific performance of this Agreement.
- 6.6 In the event of the failure of the Vendor for any cause (other than the default of the Purchaser) fail to complete the sale in accordance with the terms of this Agreement then the Vendor shall forthwith return the Deposit within three Business Days to the Purchaser who shall also be entitled to recover from the Vendor all the damages and loss as the Purchaser may sustain by reason of such failure on the part of the Vendor.
- 6.7 If the Purchaser shall (other than the default of the Vendor) fail to complete the purchase in accordance with the terms of this Agreement, the Vendor may terminate this Agreement by written notice served on the Purchaser and the Deposit shall be absolutely forfeited by the Vendor without prejudice to any rights and remedies the Vendor may have against the Purchaser.

7. Warranties and Undertakings

- 7.1 The Vendor hereby represent and warrant to the Purchaser that the Warranties are as at the date hereof and, will remain on the Completion Date, true and accurate in all respects. The Vendor agree that each of the Warranties shall be construed as a separate and independent condition of this Agreement and, except where expressly otherwise stated, no provision in any Warranty shall govern or limit the extent or application of any other provision in any Warranty. The Vendor undertake, in relation to any Warranty which refers to the knowledge, information or belief of the Vendor that the Vendor have made full enquiry into the subject matter of the Warranty and that the Vendor do not have the knowledge, information or belief that the subject matter of that Warranty may not be correct, complete or accurate.

7.2 The Warranties shall remain in full force and effect after and notwithstanding Completion and accordingly the rights and remedies of the Purchaser in respect of any breach of the Warranties shall not be affected by Completion or by any investigation made by or on behalf of the Purchaser into the affairs of the Company or by the Purchaser rescinding, or failing to rescind this Agreement, or failing to exercise or delaying the exercise of any right or remedy, or by any other event or matter whatsoever, except a specific and duly authorised written waiver or release and no single or partial exercise of any right or remedy shall preclude any further or other exercises.

8. Purchaser's Remedies

8.1 If the Vendor fails to comply with any provision of this Agreement (otherwise than as a result of the Purchaser's default) or if the Purchaser discovers on or prior to Completion a breach or non-fulfilment of any of the Warranties, then the Purchaser may, by notice in writing to the Vendor, rescind this Agreement without liability on its part. The Vendor shall fully indemnify the Purchaser and keep the Purchaser fully indemnified in respect of all damages, losses, costs, expenses, actions and proceedings arising from such failure or non-fulfilment on the part of the Vendor.

8.2 The Purchaser's rights under Clause 8.1 are in addition to and without prejudice to all other rights and remedies available to it and any partial exercise of or failure to exercise such rights shall not constitute a waiver of such rights or of any other rights conferred under this Agreement or otherwise.

8.3 Nothing herein contained shall affect the right of either the Vendor or the Purchaser to take proceedings to enforce specific performance if any of the parties fails and/or refuses to complete the sale and purchase of the Sale Shares in accordance with the terms and conditions of this Agreement or any provisions herein provided.

9. Costs and Stamp Duty

9.1 Save as otherwise provided in this Agreement, each party shall bear its own legal costs and other fees, costs and expenses incurred in connection with the negotiation, preparation, execution and performance of this Agreement and all documentation incidental or relating to Completion.

9.2 The stamp duty (if any) payable in connection with the sale and purchase of the Sale Shares shall be borne by the Purchaser solely.

10. Miscellaneous

10.1 The liabilities of the Vendor to the Purchaser under this Agreement shall be joint and several.

10.2 Each party hereby undertakes to the other party that he/she/it will do all such acts and things and execute all such deeds and documents as may be necessary or desirable to carry into effect or to give legal effect to the provisions of this Agreement and the transactions hereby contemplated. In particular, at Completion, the Vendor undertakes

to do such lawful acts, assurances and things and sign and execute all further documents and deeds for further or more perfectly assuring the transfer of the Sale Shares and every part thereof to the Purchaser (and/or its nominee(s)) and/or for completing all matters warranted, agreed or undertaken by the Vendor at the request of the Purchaser or any person deriving title under the Purchaser without requiring any additional payment as the Purchaser may reasonably require.

- 10.3 Time shall in every respect be of the essence of this Agreement.
- 10.4 This Agreement constitutes the entire agreement between the parties hereto relating to the subject matter hereof and supersedes all prior understandings, transactions, communications, statements and agreements whether oral or written between the parties relating to the subject matter hereof.
- 10.5 If at any time any one or more of the provisions of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Agreement nor the legality, validity or enforceability of such provision under the laws of any other jurisdictions shall in any way be affected or impaired thereby.
- 10.6 This Agreement shall not be amended, supplemented or modified except by instruments in writing signed by all parties hereto.
- 10.7 This Agreement shall be binding upon each party's successors and assigns and personal representatives. None of the rights of the parties under this Agreement may be assigned or transferred without the prior written consent of the other party.
- 10.8 Any provision of this Agreement which is capable of being performed after but which has not been performed at or before Completion and all the Warranties, indemnities and other undertakings contained in or entered into pursuant to this Agreement shall remain in full force and effect notwithstanding Completion.
- 10.9 This Agreement may be executed in any number of counterparts, and by the parties on separate counterparts, but shall not be effective until each party has executed at least one counterpart. Each counterpart shall constitute an original of this Agreement, but all the counterparts shall together constitute one and the same instrument. A party hereto may execute this Agreement on a facsimile or digital scanned copy counterpart and deliver its signature by facsimile or email transmission provided that a party delivering this Agreement by facsimile or email transmission shall deliver to the other parties an original executed counterpart within 5 Business Days after delivering the same by facsimile or email transmission.
- 10.10 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce or to enjoy the benefit of any term of this Agreement.

11. Notices

- 11.1 Any notice, claim, demand, court process, document or other communication to be given under this Agreement (collectively “**communication**” in this Clause 11) shall be in writing in the Chinese or English language and may be served or given personally or sent to the address stated in Clause 11.4 or to such other address as may have been last notified in writing by such party to the party serving the communication specify referring to this Agreement. All communications shall be served by the following means and the addressee of a communication shall be deemed to have received the same within the time stated adjacent to the relevant means of despatch:

<u>Means of despatch</u>	<u>Time of deemed receipt</u>
Local mail or courier	24 hours
Facsimile/e-mail	on despatch
Air courier/Speedpost	3 days
Airmail	5 days

- 11.2 A communication served in accordance with Clause 11.1 shall be deemed sufficiently served. In proving service and/or receipt of a communication, it shall be sufficient to prove that such communication was left at the addressee’s address or that the envelope containing such communication was properly addressed and posted or despatched to the addressee’s address or that the communication was properly transmitted by facsimile to the addressee. In the case of facsimile transmission (which shall be followed by the service of its original by mail or by courier), such transmission shall be deemed properly transmitted on receipt of a satisfactory report of transmission printed out by the sending machine. In the case of transmission by electronic mail, such transmission shall be deemed properly transmitted on despatch.
- 11.3 Nothing in this Clause 11 shall preclude the service of communication or the proof of such service by any mode permitted by law.
- 11.4 The initial addresses, emails and facsimile numbers of the parties for the service of communications, the person for whose attention such communications are to be marked and the person to whom a communication is to be copied are as follows:

If to the Vendor:

Address: Office No. 2, 19th Floor, Tower 2 Lippo Centre, No. 89
Queensway, Hong Kong
Facsimile no.: (852) 2115 1912
Email: keithsze@paktakintl.com / matthewng@paktakintl.com
Attention: Mr. Keith Sze / Mr. Matthew Ng

If to the Purchaser:

Address: Rm 1012, East Wing, Tsim Sha Tsui Centre, 66 Mody Road,
Tsim Sha Tsui East, Kowloon
Facsimile no.: (852) 9588 6720
Email: ashleyzhang@synertone.net
Attention: Cheung Lam

12. Governing Law

- 12.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.
- 12.2 The parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.

SCHEDULE 1

Particulars of the Company

Name of Company:	Confield Worldwide Limited 康域國際有限公司	
BVI company number:	1726917	
Date of incorporation:	2 August 2012	
Place of incorporation:	British Virgin Islands	
Registered office:	OMC Chambers, Wickhams Cay I, Road Town, Tortola, British Virgin Islands	
Principal place of business in Hong Kong:	Unit 1902, 19/F., Tower 2 Lippo Centre, 89 Queensway, Hong Kong	
Authorised share capital:	US\$50,000 divided into 50,000 ordinary shares of US\$1.00 each	
Issued share capital:	US\$10.00 of 10 ordinary shares of US\$1.00 each	
Shareholder and number of Sale Shares held:	<u>Name</u> Golden Flourish Property Limited	<u>Shareholding</u> 10 shares (100%)
Directors:	Qian Pu	
Company secretary:	Sze Kat Man	
Authorised representative in Hong Kong:	Sze Kat Man	
Registered agent:	Overseas Management Company Trust (B.V.I) Ltd	
Auditors:	Baker Tilly Hong Kong Limited	

SCHEDULE 2

Form of Tenancy Agreement

SCHEDULE 3

Transfer Instruction

Date : [-] 2023
By Fax : (852) 2543 5606
To : Overseas Management Company Trust (B.V.I.) Ltd
Address : 1004 AXA Centre, 151 Gloucester Road, Wanchai, Hong Kong

Confield Worldwide Limited (“Company”)

I, Sze Kat Man, am the authorized representative of the Company. By an agreement dated [-] 2023 (“**SP Agreement**”) made by Golden Flourish Property Limited (“**Vendor**”) as vendor and Empire Sun Group Limited (“**Purchaser**”) as purchaser, 10 shares of the Company (the “**Sale Shares**”), being its entire issued share thereof, have been sold to the Purchaser.

Transfer of Sale Shares

I hereby give you notice of the sale of the Sale Shares to the Purchaser or its nominee and give you instruction to register the same and update the share register of the Company. Attached is a copy of the signed instrument of transfer of even date herewith. Please register the transfer as of the date of instrument of transfer. Particulars of the entity (“**Registered Shareholder**”) to be entered in the share register as holder of the Sale Shares are as follows:

Name: Empire Sun Group Limited 帝日集團有限公司
Place of incorporation: British Virgin Islands
Registered office: Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands

Custody of Records

I hereby give you my irrevocable instruction that you are to hold the share register of the Company together with any other documents and records of the Company in your custody and care, to the order of the Purchaser or its nominated person with effect from the date hereof.

Change of Directors

I hereby give you notice of (i) resignation of all existing directors of the Company; and (ii) appointment of [-] as new director(s) of the Company all with effect from the date hereof. Please revise the Company’s records with you accordingly.

Change of Secretary

I hereby give you notice of (i) resignation of Mr. Sze Kat Man as secretary of the Company; and (ii) appointment of [-] as new secretary of the Company all with effect from the date hereof. Please revise the Company’s records with you accordingly.

Authorized Person

With effect from the date hereof and until you receive further notice from the Registered Shareholder, [-] will be the only person authorized to give you instruction in connection with the corporate matters of the Company.

Correspondence address and contact details of the authorized person are:

Address : [-]
Fax number : [-]
Email : [-]
Tel number : [-]

My instructions herein are irrevocable save with the written approval of the Purchaser.

Kindly acknowledge your receipt of the instructions herein and your agreement to act in accordance herewith by signing and returning to us (with copy to the Purchaser) the acknowledgement appended below.

Yours faithfully,

Sze Kat Man

Acknowledgement

To : By email: keithsze@paktakintl.com/matthewng@paktakintl.com
Golden Flourish Property Limited 金盛置業有限公司

We hereby acknowledge receipt of and undertake to comply with the instructions contained in the above letter from Mr. Sze Kat Man.

Yours faithfully,
For and on behalf of
Overseas Management Company Trust (B.V.I.) Ltd

Authorized Signature

Date: 2023

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

THE VENDOR

SIGNED by)
Ms. Qian Pu)
its director, for and on behalf of)
GOLDEN FLOURISH)
PROPERTY)
LIMITED 金盛置業有限公司)
in the presence of:)

For and on behalf of
Golden Flourish Property Limited
金盛置業有限公司
.....
Authorised Signature(s)

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

THE PURCHASER

SIGNED by)
Mr. Han Weining)
its director, for and on behalf of)
EMPIRE SUN GROUP)
LIMITED 帝日集團有限公司)
in the presence of:)

For and on behalf of
EMPIRE SUN GROUP LIMITED
帝日集團有限公司



.....
Authorised Signatory(s)