

Dated 3 December 2024

LAM KONG

and

CRAWFIELD INTERNATIONAL LIMITED

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**TENANCY AGREEMENT**

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THIS AGREEMENT is made on 3 December 2024

BETWEEN :

- (1) LAM KONG, holder of Hong Kong Identity Card No. H435347(3), whose residential address is Flat E, 15/F, Block 6, Noble Hill, 38 Ma Sik Road, Sheung Shui, New Territories, Hong Kong (the "**Landlord**"); and
- (2) CRAWFIELD INTERNATIONAL LIMITED (嘉豐國際有限公司), a company incorporated in Hong Kong whose registered office is situated at 1<sup>st</sup> Floor, Tung Wai Court, No. 3 Tsing Ling Path, Tuen Mun, New Territories, Hong Kong (the "**Tenant**").

WHEREAS :

- (A) Kato (Hong Kong) Holdings Limited (the "**Company**", together with its subsidiaries, the "**Listco Group**") is a company incorporated in the Cayman Islands with limited liability and the shares of which are listed on the Main Board of The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**").
- (B) Since the Landlord is a brother of Mr. Ngai Shi Shing Godfrey ("**Mr. Ngai**"), an executive director and a controlling shareholder of the Company, he is regarded as an associate of Mr. Ngai and therefore a connected person of the Company. Accordingly, the Tenancy will constitute an one-off connected transaction of the Company under Chapter 14A of the Rules Governing the Listing of Securities on the Stock Exchange (the "**Listing Rules**").
- (C) The Landlord and the Tenant had agreed to enter into this Agreement to set out the principal terms and conditions governing the Tenancy.

IT IS NOW AGREED as follows :

1. **Definitions**

- 1.1 In this Agreement, the words and expressions set out below shall have the meanings attributed to them unless the context otherwise requires:

" <b>Agreement</b> "	this Agreement as may be amended or supplemented by the parties hereto in writing;
" <b>Business Day</b> "	a day (excluding a Saturday, Sunday or public holiday) on which commercial banks in Hong Kong are generally open for normal banking business;
" <b>Hong Kong</b> "	the Hong Kong Special Administrative Region of the People's Republic of China;
" <b>HK\$</b> "	Hong Kong dollars, the lawful currency of Hong Kong;
" <b>Premises</b> "	the premises located at Flat B, 3/F, Metropolitan Factory & Warehouse Building, 30-32 Chai Wan Kok Street, Tsuen Wan, New Territories, Hong Kong;
" <b>Tenancy</b> "	the tenancy in connection with the lease of the Premises.

- 1.2 In this Agreement, the words and expressions hereinafter defined shall (unless the context otherwise requires) bear the same meanings here given to them and this Agreement shall be construed and interpreted accordingly.
- 1.3 The recitals of this Agreement shall form an integral part of this Agreement and shall construed and have the same full force and effect as if expressly set out in the body of this Agreement.
- 1.4 Unless the context otherwise requires, words importing the singular only shall include the plural and vice versa and words importing natural persons shall include corporations and unincorporated associations and vice versa. The headings contained in this Agreement are for the purpose of convenience only and do not form part of and shall not affect the construction of this Agreement or any part thereof.

2. **Duration**

This Agreement shall be for a term commencing from 1 April 2025 to 31 March 2028 (both days inclusive) unless terminated earlier by agreement signed between the parties hereto (the "Term").

3. **Tenancy**

- 3.1 Subject to the terms and conditions of this Agreement, the Landlord shall lease to the Tenant and the Tenant shall rent the Premises from the Landlord. Particulars of the Tenancy are set out in Schedule I hereto.
- 3.2 It is agreed between the parties that the monthly rental fee payable by the Tenant to the Landlord is HK\$55,000 per month which is determined with reference to the prevailing market price of similar properties for leasing.
- 3.3 In consideration of the Landlord agreeing to lease the Premises to the Tenant, the Tenant shall during the Term pay and discharge all charges in respect of water, electricity, gas and telephone charges payable in respect of the Premises and those charges as more particularly set out in Schedule II hereto.
- 3.4 It is acknowledged that since the transaction contemplated under this Agreement shall constitute a connected transaction of the Company under Chapter 14A of the Listing Rules, performance of the duties and obligations under this Agreement by the parties hereto shall be subject to compliance with the relevant requirements by the Listco Group for connected transactions under the Listing Rules.
- 3.5 The Tenant hereby acknowledges and agrees that if the Listco Group is unable to comply with such requirements of the Listing Rules, the parties hereto shall cease to have any obligations to perform their respective duties under this Agreement unless and until the relevant requirements under the Listing Rules are complied with. In the event that the above circumstances occur, the Tenant undertakes and warrants to the Landlord that he shall not claim against the Listco Group for the cessation of the obligations under this Agreement.
- 3.6 The Tenant undertakes to the Landlord that it would assist the Listco Group in complying with the relevant requirements under the Listing Rules, in particular, Chapter 14A of the Listing Rules in relation to connected transactions.

- 3.7 The Tenant shall during the Term keep the interior of the Premises in good and tenable repair and condition (fair wear and tear and damage caused by inherent defects excepted) and shall deliver up vacant possession of the Premises in the same repair and condition on the expiration or determination of this Agreement.
- 3.8 Provided the Tenant shall have paid the rent and other outgoings on the days and in the manner herein provided and observe and perform the terms and conditions herein contained and on the Tenant's part to be observed and performed, the Tenant shall peacefully hold and enjoy the Premises during the Term without any interruption by the Landlord.
- 3.9 The Landlord shall keep and maintain the structural parts of the Premises including the main drains, pipes and cables in proper state of repair Provided that the Landlord's liability shall not be incurred unless and until written notice of any defect or want of repair has been given by the Tenant to the Landlord and the Landlord shall have failed to take reasonable steps to repair and remedy the same after the lapse of a reasonable time from the date of service of such notice.
- 3.10 The Landlord undertakes to the Tenant that, for long as the shares of the Listco Group are listed on the Stock Exchange, it will provide the Tenant, its auditors, independent non-executive directors, independent financial advisers or any other professional advisers with full access to its relevant records and information relevant to this agreement as may be required to fulfill the disclosure, reporting or other obligations of the Tenant under the Listing Rules, or otherwise as may be required by the Stock Exchange, the Securities and Futures Commission or other relevant authorities, as long as such access shall not be at all material times unlawful, unenforceable or contrary to public policy under the laws of Hong Kong.

4. **Termination**

- 4.1 Either party may terminate this Agreement by giving the other party at least one month's written notice of termination. Without prejudice to any rights and obligations to which any of the parties to this Agreement may be entitled to before its termination, the rights and the obligations of the parties under this Agreement shall terminate and be of no further effect upon the termination of this Agreement. Termination of this Agreement shall not prejudice the rights and obligations of the parties to the Agreements entered into prior to the termination of this Agreement.

5. **Entire agreement and partial invalidity**

- 5.1 This Agreement sets out the entire agreement and understanding between the parties hereto for the transactions contemplated herein and supersedes any previous agreements entered into between the Landlord and the Tenant in relation to the Tenancy, whether written or oral.
- 5.2 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.

6. **Successors and assigns**

This Agreement shall enure to the benefit of the successors and assigns of the respective parties hereto but shall not be assignable unless with the written consent of the other party.

7. **Notices**

- 7.1 Any notice, demand or other communication to be given to a party hereto pursuant to this Agreement shall be in writing and delivered or sent to the relevant party at its address or fax number set out below:

The Landlord: Flat E, 15/F, Block 6, Noble Hill, 38 Ma Sik Road, Sheung Shui, New Territories, Hong Kong

Email: account.kato@elderlyhk.com

The Tenant: 1<sup>st</sup> Floor, Tung Wai Court, No. 3 Tsing Ling Path, Tuen Mun, New Territories, Hong Kong

Email: co.kato@elderlyhk.com  
Attention: The Board of Directors

or such other address or facsimile number as may be notified by such party to the other by at least three Business Days' prior notice in writing.

- 7.2 Any notice or other communication shall be deemed to have been received when left at the addresses mentioned in Clause 7.1 or if sent by fax, at the time of receipt (if during office hours) or on the next working day (if outside office hours) or if sent by pre-paid post to the said address, on the expiry of 48 hours after posting.

- 7.3 Reference in Clause 7.1 to writing shall include a notice or communication by facsimile.

8. **Costs and Taxes**

- 8.1 Each party hereto shall bear its own legal, accountancy and other costs and expenses incurred in connection with the preparation, negotiation, settlement and performance of this Agreement.

- 8.2 The Landlord shall pay the property tax payable in respect of the Premises.

- 8.3 The stamp duty (if any) payable on this Agreement in duplicate shall be borne by the Landlord.

9. **Counterparts**

This Agreement may be signed in any number of copies or counterparts, each of which when so signed and delivered shall be deemed an original, but all the counterparts shall together constitute one and the same instrument.

10. **Announcement**

No party hereto shall authorise or make any announcement or release any information or statement regarding the subject matter of this Agreement or any transaction associated therewith without the prior approval in writing of the same by the other party except where such announcement, information or statement is required by law or any regulations of any stock exchange (including without limitation the Listing Rules) or any other authorities. For the avoidance of doubt, the disclosure by the Listco Group of the particulars of this Agreement to any regulatory authority (including but not limited to the Stock Exchange and the Securities and Futures Commission of Hong Kong) and the issue by the Listco Group of any prospectus(es), announcement(s), circular(s) or any other publications disclosing particulars of this Agreement in compliance with the Listing Rules or other requirements of the Stock Exchange or the Securities and Futures Commission of Hong Kong shall not be prohibited under this Clause 10 and shall not be regarded as a breach of this Clause 10 by the Company.

11. **Governing law and jurisdiction**

11.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong and is executed pursuant to the laws of Hong Kong.

11.2 Each party hereto irrevocably agrees that the courts of Hong Kong shall have non-exclusive jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes which may arise out of or in connection with this Agreement and for such purposes irrevocably submits to the jurisdiction of such courts.

AS WITNESS whereof this Agreement has been duly executed on the date first above written.

SIGNED by **LAM KONG**

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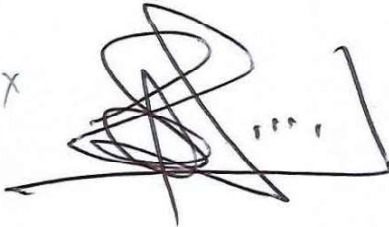


in the presence of :

SIGNED by Ngai Shi Shing Godfrey

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for and on behalf of  
**CRAWFIELD INTERNATIONAL LIMITED**  
in the presence of :



## Schedule I

The Premises:	Warehouse and office located at Flat B, 3/F, Metropolitan Factory & Warehouse Building, 30-32 Chai Wan Kok Street, Tsuen Wan, New Territories, Hong Kong.
The Landlord:	LAM KONG
The Tenant:	CRAWFIELD INTERNATIONAL LIMITED (嘉豐國際有限公司), whose registered office is situate at 1 <sup>st</sup> Floor, Tung Wai Court, No. 3 Tsing Ling Path, Tuen Mun, New Territories, Hong Kong
Term:	Three years from 1 April 2025 to 31 March 2028 (both days inclusive)
Rent:	HK\$55,000 per month



## Schedule II

### 1. User

The Tenant shall use or permit to be used the Premises or any part thereof than for residential purpose only.

### 2. Miscellaneous Payments

The Tenant shall be responsible for the following payments payable in respect of the Premises during the Term:-

Management fee:	at current rate	(per month) (subject to revision from time to time)
Government Rates:	at current rate	(subject to actual amount demanded by the Government)
Government Rent:	at current rate	(subject to actual amount demanded by the Government)