THIS AGREEMENT is made the 10th day of May 2024

BETWEEN:-

- (1) The Vendor whose name(s) and address(es)/registered office(s) are more particularly set out in Part I of Schedule 1 hereto ("the Vendor"); and
- (2) The Purchaser whose name(s) and address(es)/registered office(s) are more particularly set out in Part II of Schedule 1 hereto ("the Purchaser").

IT IS AGREED as follows:-

- 1. The Vendor shall sell and the Purchaser shall purchase All Those premises shortly described in Schedule 2 hereto ("the Property") for the residue of the term of years created by the Government Grant under which the Property is held from the Government together with the fixtures, fittings, furniture and/or electrical appliances installed therein as set out in Schedule 6 hereto ("the Furniture and/or Appliances").
- 2. The purchase price shall be in the sum set out in Part I of Schedule 3 hereto which shall be paid and satisfied by the Purchaser to the Vendor in the manner also set out in Part I of Schedule 3 hereto.
- 3. The purchase shall be completed at the offices of Messrs. Yip & Partners at 16th Floor, Fortune House, No.61 Connaught Road Central, Hong Kong on the date of completion specified in Part II of Schedule 3 hereto ("the Completion Date") between the hours of 9:30 a.m. and 5:00 p.m. when the balance of the purchase price shall be fully paid by way of either cashier order or solicitors' cheques.
- 4. The parties hereto expressly agree that completion shall take place by way of undertaking in accordance with the Law Society Circular No.91/82 dated 28th December 1982, unless written notice requiring formal completion is

served by one party on the other party at least 5 working days prior to completion. Notwithstanding formal completion shall take place, the Purchaser shall accept an undertaking by the Vendor's Solicitors to deliver the release or discharge or a certified copy of the partial release (as the case may be) of the Property from the existing mortgage(s)/charge(s) as specified in the Schedule 5 hereto within 21 days from the Completion Date.

- 5. The Vendor declares that Messrs. Yip & Partners are, unless herein specifically provided otherwise, the Vendor's agents for the purposes of receiving all moneys payable to the Vendor pursuant to this Agreement including the balance of the purchase price payable upon completion of this Agreement. The Vendor further authorises Messrs. Yip & Partners to apply such amount of the purchase money as may be necessary in or towards redemption of the mortgage or charge on or encumbrance of the Property (if any) expressly described in Schedule 5 hereto ("the Mortgage").
- 6. The Vendor further declares that the payment to such agents of any deposit or deposits, instalments of the purchase price (if any) and the balance thereof shall be a full and sufficient discharge of the Purchaser's obligations hereunder.
- 7. The Vendor may revoke the authority of the agents and appoint other solicitors as agents in their place. No such revocation shall be valid unless:
 - (a) it is in writing addressed to the Purchaser; and
 - (b) it is delivered to the Purchaser care of his solicitors at least seven clear days prior to completion; and
 - (c) it specifically identifies this Agreement.
- 8. The Property is and will be sold on an "as is" basis.

- 9. On completion, against the payment of the residue of the said purchase price in manner aforesaid (or where the parties have agreed on any applicable undertakings following such payment as aforesaid and in compliance with the applicable undertakings), the Vendor as beneficial owner and all other necessary parties (if any) will execute a proper Assignment or other assurance of the Property to the Purchaser or the Purchaser's nominee(s) or sub-purchaser(s) subject as hereinafter appears but otherwise free from encumbrances and thereafter deliver the same to the Purchaser or the Purchaser's nominee(s) or sub-purchaser(s).
- 10. (a) All outgoings (including but not limited to Government rates,
 Government rent and management fees) will be discharged by the
 Vendor up to and inclusive of the actual day of completion and as from
 but exclusive of that day all outgoings (including but not limited to
 Government rates, Government rent and management fees) in respect
 of the Property will be discharged by the Purchaser and all current
 outgoings shall if necessary be apportioned between the Vendor and the
 Purchaser and upon production of the relevant receipts or evidence and
 the relevant apportionment account being verified and agreed be paid
 on completion.
 - (b) On completion, the Purchaser shall upon production of the relevant receipts or other evidence of payment pay and account to the Vendor a sum equal to the aggregate amount of all management fee deposits and public utilities deposits which are subsisting and transferable and held at the time of completion in respect of the Property under the Deed of Mutual Covenant of the Building by the owners' committee or manager for the time being of the Building or by such other person or persons or

corporation entitled to hold the same under the said Deed of Mutual Covenant. If any of the aforesaid deposits or fund is not transferable, then the Purchaser shall immediately upon completion of this Agreement pay to the Manager of the Building the same or such amount as may be required by such Manager so as to enable the Vendor to obtain the refund of the non-transferable deposit(s).

- 11. Immediately after the signing of this Agreement, the Property (and the Furniture and/or Appliances) shall as between the Vendor and the Purchaser be at the Purchaser's risk.
- 12. The Vendor shall give title to the Property in accordance with section 13A of the Conveyancing and Property Ordinance Cap. 219 and shall prove his title in accordance with section 13 of the Conveyancing and Property Ordinance Cap. 219 at his own expense and shall at like expense make and furnish to the Purchaser such certified or attested copies of any deeds or documents of title, wills and matters of public record as may be necessary to complete such title. The costs of verifying the title by inspection and examination, including search fees, shall be borne by the Purchaser who shall also, if the Purchaser requires certified copies of any documents in the Vendor's possession relating to other premises retained by the Vendor as well as to the Property pay the costs of such certified copies.
- 13. (a) Any requisitions or objections in respect of the title shall be delivered in writing to the Vendor's solicitors as soon as practicable within seven (7) working days after the date of receipt of the title deeds of the Property by the Purchaser's solicitors and any further requisition or objection arising upon any reply to a former requisition or objection shall be so delivered within seven (7) working days after the date of receipt of such

reply, otherwise the same shall be considered as waived (in which respect time shall be of the essence of this Agreement). If the Purchaser shall make and insist on any objection or requisition in respect of the title conveyance or any matter appearing on the title deeds or particulars or conditions or otherwise of the Property which the Vendor shall be unable or (on the grounds of difficulty, delay or expense or on any other reasonable ground) unwilling to remove or comply with or if the title of the Vendor shall be defective, the Vendor shall notwithstanding any previous negotiation or litigation be at liberty on giving to the Purchaser or his solicitors not less than five (5) working days' notice in writing to annul the sale in which case, unless the objection or requisition shall have been in the meantime withdrawn by the Purchaser or the same shall have been removed or complied with by the Vendor, the sale shall at the expiration of the notice be annulled the Purchaser being in that event entitled to an immediate return of all the said deposit or deposits but without interest, costs or compensation.

(b) Notwithstanding anything contained in Section 13 of the Conveyancing and Property Ordinance (Cap.219) or herein contained to the contrary it is hereby expressly agreed that as obtaining certified copy(ies) of title deeds and documents from the Land Registry may take some time, in case that the title deeds or documents not relating exclusively to the Property and not in the possession of the Vendor (hereinafter called "the Missing Documents") need to be produced to prove such title, the Purchaser shall, against the Vendor's or his solicitors' undertaking to produce certified copy(ies) thereof within seven (7) days of the Vendor's solicitors receiving the same from the Land Registry, accept for the

purpose of raising requisition to the title of the Property copy(ies) of the Missing Documents obtained from the records of the Land Registry and the failure of the Vendor to furnish certified copy(ies) of the Missing Documents to the Purchaser on or before the Completion Date shall not by itself be a ground for delay or refusal of completion by the Purchaser.

The Property is sold absolutely subject to the provisions contained in the Government Grant under which the Property is held from the Government and/or in so far as the Vendor's interest in the Property is a legal estate for the residue(s) of the term or respective terms of years for which the Property is held from the Government together with (if applicable) all rights or options of renewal contained in the said Government Grant Subject to the payment of the due proportion of the Government rent and/or premium and the performance and observance of the provisions/Government lessee's covenants and conditions payable and to be performed and observed in respect of the same and also subject to all easements (if any) subsisting therein and with the benefit of and subject to all rights of way (if any) And subject to and with the benefit of any Deed of Mutual Covenant(s) or Deed of Mutual Covenant and Management Agreement or Deed of Covenant(s) and/or the Sub-Deed of Mutual Covenant(s)/Sub-Deed of Covenant(s) (if any) and the Management Agreement (if any and whether incorporated therein or otherwise) and the Deed of Grant of Easement(s) or other deeds of a like nature (if any) relating to the Property. The Property shall be conveyed subject to and with the benefit of all easements, rights, privileges an liabilities adversely or beneficially affecting the Property. No error, omission, misstatement or misdescription herein or in any plans furnished or any statement made in the course of the negotiations leading to this Agreement shall annul the sale or entitle the Purchaser to be discharged from the purchase. Any such error or omission or misstatement or misdescription shown to be material shall entitle the Purchaser to proper compensation provided that the Purchaser shall not in any event be entitled to compensation for matters falling within Clause 8 hereof. No immaterial error, omission, misstatement or misdescription (including a mistake in any plan furnished for identification only) shall entitle either party to compensation. The Misrepresentation Ordinance (Cap.284) applies to this Agreement.

- 15. Such of the documents of title as are required for the purpose of giving title to the Property shall be delivered to the Purchaser. All other documents of title in the possession of the Vendor shall be retained by the Vendor who shall, if so required on completion of the sale, give to the Purchaser a covenant for production safe custody and delivery of certified copies thereof to be prepared by and at the expense of the Purchaser.
- 16. Each party shall pay his own solicitors' costs and disbursements of and incidental to the preparation, approval, completion and registration of this Agreement and the subsequent Assignment of the Property Provided That:
 - (a) if the consideration mentioned in the subsequent Assignment shall be higher than the purchase price mentioned herein then all extra costs charged by the Vendor's solicitors for approving the assignment at half scale charge shall be borne by the Purchaser and paid on completion; and
 - (b) if the Vendor shall be required to execute more than one assignment, all extra costs charged by the Vendor's solicitor at half scale charge shall be borne by the Purchaser and paid on completion.

- All stamp duties and registration fees payable on this Agreement and any prior agreement for sale and purchase between the parties hereto in respect of the Property and the subsequent Assignment shall be wholly paid by the Purchaser and the Purchaser shall keep the Vendor fully indemnified in respect thereof. In the event of the consideration stated in the Assignment being not accepted by the Collector of Stamp Revenue as representing the true value of the Property the excess or additional stamp duty charged in accordance with his valuation of the Property shall be borne by the Purchaser solely and the provisions of this Clause shall survive completion of the sale and purchase of the Property.
- 18. Time shall in every respect be of the essence of this Agreement.
- 19. Should the Purchaser fail to purchase in accordance with the terms and conditions herein contained (including without limitation to any failure to pay the purchase price or any part thereof in the manner, on the dates and within the time herein stipulated) the Vendor may (without being obliged to tender an Assignment to the Purchaser) forthwith determine this Agreement by giving notice of termination in writing to the Purchaser or his solicitors to such effect and the Vendor shall thereupon be entitled to re-enter upon the Property and repossess the same (and the Furniture and/or Appliances) if possession shall have been given to the Purchaser free from any right or interest of the Purchaser therein and the Vendor shall be entitled to forfeit all the said deposit or further deposits or instalments of the purchase price paid to the Vendor absolutely.
- 20. Upon determination or rescission of this Agreement pursuant to any provision herein, the Vendor may resell the Property (and the Furniture and/or Appliances) either as a whole or in lots and either by public auction or

by tender or by private contract or partly by one and partly by the other(s) of such methods subject to such stipulations as to title or otherwise as the Vendor may think fit and any increase in price on resale shall belong to the Vendor. Without prejudice to the Vendor's right to recover the actual loss which may flow from the Purchaser's breach of this Agreement, on such resale any deficiency in price shall be made good and all expenses attending such resale or any attempted resale shall be borne by the Purchaser and such deficiency and expenses shall be recoverable by the Vendor as and for liquidated damages. This Clause shall not preclude or be deemed to preclude the Vendor from taking other steps or remedies to enforce the Vendor's rights hereunder or otherwise or prevent the Vendor from recovering, in addition to liquidated damages, damages representing interest paid or lost by him by reason of the Purchaser's failure. On the exercise of the Vendor's right to determine or rescind this Agreement pursuant to any provision herein, the Vendor shall have the right, if this Agreement shall have been registered at the Land Registry, to register at the Land Registry an instrument signed by the Vendor alone evidencing such determination or rescission as aforesaid of the sale of the Property (and the Furniture and/or Appliances) and to vacate the registration of this Agreement.

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

- 22. Nothing in this Agreement shall be so construed as to prevent either the Vendor or the Purchaser from bringing an action and obtaining a decree for specific performance of this Agreement either in lieu of the aforesaid damages or in addition to such damages as the party bringing such action may have sustained by reason of the breach by the other party to this Agreement and it shall not be necessary for the Purchaser to tender an Assignment to the Vendor for execution before bringing such action for specific performance.
- 23. The parties hereto hereby declare that they fully understand and acknowledge that the date specified in paragraph (G) of Schedule 4 hereto (which date will be identified in the Questionnaire Form I.R.S.D. 112(E) for the stamping of this Agreement, any prior agreement for sale and purchase between the parties hereto in respect of the Property and of the subsequent Assignment of the Property) will be the date upon which the valuation of the Property under Section 27 of the Stamp Duty Ordinance is to be made.
- 24. Any notice, request or other communication given by or on behalf of any party hereto pursuant to or in connection with this Agreement shall be in writing and shall be deemed to have been validly given if addressed to the party to whom the notice is given or such party's solicitors. Any such notice, request, or other communication, if addressed to the party to whom it is given at such party's address in Hong Kong herein mentioned or such other address in Hong Kong as may from time to time be notified in writing by such party to the other party or his solicitors, or if addressed to the solicitors of such party at its office address, shall be deemed to have been validly given:
 - (a) if delivered personally, at the time of such delivery;
 - (b) if sent by letter postage prepaid, two working days after the date of posting.

- 25. (a) The Vendor gives no warranty and has no knowledge whatsoever as to whether or not the Property is included in or affected by any lay-out plans (draft or approved) or any other plans prepared under the Town Planning Ordinance (Cap.131).
 - (b) The Vendor hereby declares that he has not received any notice or order from the Government under the Lands Resumption Ordinance (Cap.124) or the Mass Transit Railway (Land Resumption and Related Provisions) Ordinance (Cap.276) or any form of notice of a similar nature under any other Ordinances relating to the resumption of the Property.
 - (c) The Vendor hereby further declares and warrants that the Property is not and does not form part of the subject matter of (1) any order for possession granted or deemed to have been granted by the Lands Tribunal under Section 53(2)(b) or (c) or Section 53(7F) of the Landlord and Tenant (Consolidation) Ordinance or (2) any application to the Lands Tribunal for the grant of a new tenancy which has been successfully or deemed to have been successfully opposed under Section 119E(I)(b) or (c) or Section 119H(7) of the said Ordinance, within a period of twenty four months immediately preceding the signing of this Agreement.
- 26. On completion, the Vendor shall deliver to the Purchaser vacant possession of the Property together with the Furniture and/or Appliances (with fair wear and tear resulting from the reasonable use thereof by the Vendor from the date hereof up to the date of completion being allowed and the Purchaser shall not be entitled to object to fair wear and tear of the Furniture and/or Appliances on completion). For the avoidance of doubt, the failure by the

Vendor to deliver the Furniture and/or Appliances or any part thereof to the Purchaser shall not entitle the Purchaser to terminate or rescind this Agreement who shall be obliged to complete the purchase in accordance with the provisions of this Agreement. The remedy available to the Purchaser shall be a claim for damages only.

- 27. The Property is now mortgaged or charged by the Vendor to the Mortgagee/Legal Chargee named in Schedule 5 hereto under the Mortgage and the Purchaser hereby expressly acknowledges and admits that he is fully aware of and has been advised of the existence of the Mortgage. The Vendor shall discharge the Property from the Mortgage at his sole expense on or before completion to the intent that the Property shall be sold free from the Mortgage.
- 28. Notwithstanding anything herein provided, if the date fixed for completion of the sale and purchase of the Property and/or any of the date(s) stipulated for payment herein shall fall on a day which is not a business day (defined as a day on which The Hongkong and Shanghai Banking Corporation Limited is open for business in Hong Kong which excluding Public Holiday, Saturday and Sunday) or shall fall on a day on which typhoon signal No.8 or above or black rainstorm signal is hoisted in Hong Kong at any time between 9:30 a.m. to 5:00 p.m. such date for completion or date(s) of payment (as the case may be) shall automatically be postponed to the next business day or such next succeeding day on which no typhoon signal No.8 or above or black rainstorm signal is hoisted (as the case may be).
- 29. (a) In respect of each payment of purchase price or any part thereof (except the initial deposit), the Purchaser shall deliver to the Vendor or his solicitor on the date on which such payment is required to be made

either a cashier order issued by a licensed bank in Hong Kong or a solicitor's cheque in favour of the Vendor or some other parties (as he may direct) for the relevant amount.

- (b) Where the purchase price or any part thereof is required to be applied by the Vendor to discharge an existing mortgage, charge or incumbrance, or to pay the Vendor solicitors' costs or any person(s) who will be a party to the Assignment on completion of the sale and purchase hereunder, the Vendor or his solicitors shall be entitled, by giving the Purchaser or his solicitors reasonable prior notice in writing, to require the Purchaser to split such payment and deliver to the Vendor's solicitors one or more cashier order(s) and/or solicitors' cheque(s) issued in favour of the person(s) or party/parties entitled to such payment(s) and a separate cashier order or solicitors' cheque in favour of the Vendor for the balance.
- (c) The Purchaser shall not be deemed to have discharged the obligation to make payment hereunder unless in making such payment, the Purchaser also complies with the provisions of this Clause.
- 30. This Agreement sets out the full agreement between the parties hereto and supersedes any other commitments, agreements, warranties or understandings, written or verbal, that the parties hereto may have had with respect to the subject matter of this Agreement. Without prejudice to the generality of the foregoing and the warranties made or given in this Agreement, no warranties or representations express or implied of any kind other than those set out above (if any) are or have been made or given by the Vendor or by anybody on his behalf and if any such warranties or representations express or implied has been made, the same is withdrawn or

- deemed to have been withdrawn immediately before the execution of this Agreement.
- 31. The Vendor hereby declares and confirms that no third party or occupier (whether related or otherwise) has any right or interest whatsoever, whether legal or equitable, in the Property. The Vendor further hereby declares and warrants that the Vendor has the absolute right and interest in the Property and the Property was purchased with the Vendor's own monies. In the event of any genuine and legitimate third party claim to the Property, whether legal or equitable, which the Vendor fails to resolve on or before completion, the Vendor shall forthwith return all moneys paid by the Purchaser hereunder to the Purchaser and without prejudice to the Purchaser's right to claim against the Vendor for all loss and damages sustained by the Purchaser by reason of the Vendor's failure and or inability to complete the sale in accordance with the terms hereof and it shall not be necessary for the Purchaser to tender an Assignment to the Vendor for execution.
- 32. (a) It is hereby declared that if the context permits or requires the singular number shall include the plural and the masculine feminine and neuter genders shall include the others of them.
 - (b) In this Agreement, unless the context otherwise requires, the expression "the Vendor" and/or "the Purchaser" wherever used shall (if the context so permits or requires) in the case of an individual include the person specifically named and his executors administrators and assigns and in the case of a company or corporation include the company or corporation specifically named and its successors and assigns and in the case of persons holding as tenants in common include the persons specifically named and any of them and their

respective executors administrators and assigns and in the case of persons holding as joint tenants include the persons specifically named and the survivors or survivor of them and the executors and administrators of such survivor his or their assigns.

- 33. Each party hereto hereby warrants and represents to and undertakes with the other that the information specified in Schedule 4 hereto is in all respects accurate insofar as within the knowledge of such party.
- 34. The Vendor shall permit the Purchaser and/or its agents and/or the Purchaser's intended mortgagee to inspect the Property upon reasonable prior appointment:-
 - (i) once prior to the Completion Date; and
 - (ii) once immediately prior to or upon the Completion Date but prior to completion for the purpose of verifying delivery of vacant possession.
- 35. There are incorporated into this Agreement as if they were herein written the conditions respectively on the part of the parties hereto set out in Part A of the Second Schedule of the Conveyancing and Property Ordinance, Cap.219. In the event of conflict between any of the said conditions with the provisions stipulated in this Agreement, the later provisions shall prevail.
- 36. This Agreement is subject to the approval of the shareholders of Leeport (Holdings) Limited ("the Company") who do not have material interest in the transactions contemplated under this Agreement at a special general meeting of the Company held in accordance with the requirements under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited.

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

PARTIES TO THIS AGREEMENT

Part I

The Vendor:-

Name : LEEPORT MACHINE TOOL COMPANY LIMITED (力豐機

械有限公司)

Registered Office : 1st Floor, Block 1, Golden Dragon Industrial Centre,

152-160 Tai Lin Pai Road, Kwai Chung, New Territories,

Hong Kong.

Business Registration

No. : 05552989

Capacity : Beneficial owner

PART II

The Purchaser:-

Name : LEE SOU LEUNG JOSEPH (李修良)

Address : Flat No.67, 5th Floor, Tower 11, Hong Kong Parkview,

No.88 Tai Tam Reservoir Road, Hong Kong.

Hong Kong Identity

Card No. : A855768(6)

Capacity : Sole Owner

(Clause 1 hereof refers)

THE PROPERTY

ALL THOSE 221 equal undivided 190,149th parts or shares of and in ALL THAT piece or parcel of ground registered in the Land Registry as RURAL BUILDING LOT NO.1051 AND THE EXTENSION THERETO AND of and in the messuages erections and buildings thereon now known as "HONG KONG PARKVIEW", No.88 Tai Tam Reservoir Road, Hong Kong ("the Estate") TOGETHER with the sole and exclusive right to hold use occupy and enjoy FIRSTLY ALL THAT FLAT NO.67 on the 2ND FLOOR of TOWER 11 (of Parkview Terrace) and SECONLY ALL THAT CAR PARKING SPACE NO.173 on CAR PARK ENTRANCE 3 (LEVEL 4) of the GARAGE of the Estate.

PART I

(Clause 2 hereof refers)

PURCHASE PRICE AND MANNER OF PAYMENT

The purchase price of the Property mentioned in Clause 2 hereof shall be HONG KONG DOLLARS FIFTY THREE MILLION ONLY (HK\$53,000,000.00) and shall be paid by the Purchaser to the Vendor in the following manner:-

- (1) HK\$10,000,000.00 being deposit shall be paid by the Purchaser to the Vendor upon signing of this Agreement; and
- (2) HK\$43,000,000.00 being balance of the purchase price to be paid by the Purchaser to the Vendor on completion herein.

PART II

(Clause 3 hereof refers)

THE COMPLETION DATE

On or before the 15th day of July 2024.

(Clause 33 hereof refers)

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

- (A) The Vendor's name and address: see Schedule 1.The Purchaser's name and address: see Schedule 1.
- (B) The Vendor's Identification No.: see Schedule 1.
 The Purchaser's Identification No.: see Schedule 1.
- (C) Where either party is not an individual but is registered under the Business Registration ordinance.

The Vendor's Business Registration No. : Nil
The Purchaser's Business Registration No. : Nil

- (D) Description and location of the Property: see Schedule 2.
- (E) The Property comprises residential property within the meanings of Section 29A(1) of the Stamp Duty Ordinance (Cap.117).
- (F) The date of this Agreement: see page 1.

The agreed consideration:

(I)

- (G) The date of any preceding unwritten sale agreement or agreement for sale made between the same parties on the same terms:
 [date]
- (H) The date of the Conveyance on Sale :
 The parties have agreed the Completion Date specified in Part II of Schedule 3 as the agreed date for the conveyance on sale pursuant to this Agreement.
- There is an agreed consideration for the conveyance on sale that is to, or may, take place pursuant to this Agreement and the amount or value of the agreed consideration is stated in Part I of Schedule 3.

(J) The amount or value of any other consideration which each person executing the document knows has been paid or given or has been agreed to be paid or given to any person for or in connection with the agreement for sale or any conveyance on sale pursuant to this agreement (excluding legal expenses and estate agent's commission), together with the name, address, and the identification number or business registration number of each person or corporation receiving or to receive such consideration, and a description of the benefit to which the consideration relates:

Nil

(Clauses 5 and 27 hereof refer)

THE MORTGAGE

Name of Document

Mortgagee

Memorial Number

Nil

SCHEDULE 6

(Clause 1 hereof refers)

THE FURNITURE AND/OR APPLIANCES

Nil

SIGNED by Chan Ching Huen, Stanley, one of its directors for and on behalf of the Vendor in the presence of :-

CHAN YIU MAN Clerk to Messrs. Yip & Partners Solicitors, Hong Kong SAR

RECEIVED before the day and year first)
above written of and from the Purchaser the)
abovementioned initial deposit of HONG)
KONG DOLLARS TEN MILLION ONLY.

HK\$10,000,000.00

the Vendor

I hereby verify the signature of CHAN YIU MAN

WAI CHUEN PAUL Hong Kong SAR Cassra, Vip & Panners

- 22 -

SIGNED by the Purchaser

in the presence of:-

Market Y. Y. Tong Market Hang Kong Sa R Market Chemy & Co.

INTERPRETED to the Purchaser by:-

Lessus Y. Y. Teng Schlifter, Hong Kong SAK. Side Lei, Sessa Choung & Co.

AGREEMENT FOR SALE AND PURCHASE

YIP & PARTNERS, SOLICITORS, 16TH FLOOR, FORTUNE HOUSE, NO.61 CONNAUGHT ROAD CENTRAL, HONG KONG.

REF: Y/BC/14974/24/V YCC/cym Agt - Hong Kong Parkview