

THIS AGREEMENT is made the 24th day of November Two Thousand and Twenty Five

B E T W E E N the party more particularly described in Part I of the Schedule hereto ("the Vendor") of the one part and the party more particularly described in Part II of the Schedule hereto ("the Purchaser") of the other part.

WHEREBY IT IS AGREED as follows :-

1. The Vendor in the capacity described in Part I of the Schedule hereto shall sell and the Purchaser in the capacity described in Part II of the Schedule hereto shall purchase All Those the premises more particularly described in Part V of the Schedule hereto ("the Property") together with the furniture and fittings more particularly described in Part VII of the Schedule hereto ("the said Furniture") and the appurtenances thereto and all the estate right title benefit interest property of the Vendor therein and thereto to hold the same unto the Purchaser absolutely.
2. The purchase price shall be such sum and shall be paid by the Purchaser to the Vendor in such manner as set out in Part IV of the Schedule hereto.
3. (a) The purchase shall be completed at the Shatin Branch Office of Messrs. Tam & Partners on the date and at such time as set out in Part III of the Schedule hereto when the balance of the purchase moneys shall be paid and the Vendor and all other necessary parties (if any) will execute a proper assignment of the Property to the Purchaser or his nominee(s) or sub-purchaser(s) Subject as hereinafter appearing but otherwise free from incumbrances.
(b) Completion shall take place by way of undertaking as recommended by the Law Society of Hong Kong PROVIDED ALWAYS that the existing Mortgage(s) or Charge(s) and the discharge or release thereof as hereinafter described (if applicable) shall only be delivered by the Vendor's Solicitors to the Purchaser's Solicitors within 21 days from the completion day.
4. (a) The Vendor shall give title to the Property in accordance with Section 13A of the Conveyancing and Property Ordinance (Cap.219). The Vendor shall, in accordance with Section 13 of that Ordinance, prove his title to the Property at the Vendor's own expense and at the like expense shall make and furnish to

the Purchaser such attested or certified copies of any deeds or documents of title 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 he requires attested or certified copies of any documents in the Vendor's possession relating to the other premises as well as to the Property, pay the cost of such attested or certified copies.

(b) Notwithstanding anything herein contained or otherwise implied to the contrary, it is hereby expressly agreed :-

- (i) that for the purpose of enabling the Purchaser to approve the title of the Property and raise requisition or objection in respect of the title to the Property, delivery to the Purchaser or his solicitors of photocopies of title deeds or documents of title (which do not relate exclusively to the Property) to which the Purchaser is entitled by law ("the said title deeds") by the Vendor shall be sufficient, provided the Vendor shall give an undertaking to the Purchaser to furnish certified copies of the said title deeds within 7 days upon receipt of the same; and
- (ii) that failure of the Vendor to furnish certified copies of the said title deeds to the Purchaser on the date of completion shall not by itself be a ground for delay of completion by the Purchaser or be treated as or constitute a default or failure on the part of the Vendor to complete the sale and purchase in accordance with the terms of this Agreement.

5. Any requisitions or objections in respect of the title shall be delivered in writing to the Vendor's Solicitors within 7 working days after the date of receipt of the title deeds by the Purchaser's Solicitors otherwise the same shall be deemed and considered as waived (in which respect time shall be of the essence of this Agreement). Any requisitions shall be deemed to have been satisfactorily answered if no objection is raised by the Purchaser's Solicitors within 7 working days after the date of the receipt of the written reply to such requisitions by the Vendor's Solicitors (in which respect time shall be of the essence). If the Purchaser shall make and insist on any objection or requisition either as to title conveyance or any matter appearing on the title deeds or particulars or conditions or otherwise which the Vendor shall be unable or (on the ground of difficulty delay or expenses 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 intervening negotiation or litigation be at liberty on giving to the Purchaser or his Solicitors not less than 5 days' notice

in writing to annul the sale, in which case unless the objection or requisition shall have been in the meantime withdrawn the sale shall at the expiration of the notice be annulled the Purchaser being in that event entitled to the return of all the deposits paid (hereinafter collectively called "the said deposit") but without interest costs or compensation and the parties hereto shall at their own costs enter into and cause to be registered at the relevant Land Registry an Agreement for Cancellation.

6. 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 will be retained by him and he will, if required, give to the Purchaser a covenant for production and delivery of copies and for safe custody thereof to be prepared by and at the expense of the Purchaser.
7. The Property is sold absolutely and/or in so far as the Vendor's interest in the Property is a legal estate for the residue of the term of years for which the Property is held from the Government of the Hong Kong Special Administrative Region Subject to the payment of the Government rent and the performance and observance of the covenants and conditions or terms and stipulations reserved and contained in the Government Lease or Conditions in respect of the Property (as the case may be) And Subject to all rights of way easements rights and privileges (if any) to which the Property is subject and together with the benefit of all rights of way easements rights privileges and appurtenances enjoyed therewith And Subject to and with the benefit of a Deed(s) of Covenant, Deed(s) of Mutual Covenant, Deed(s) of Mutual Covenant and Management Agreement or document(s) of similar effect relating to the Property ("Deed of Mutual Covenant") but otherwise free from incumbrances.
8. All outgoings shall 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 will be discharged by the Purchaser. All such outgoings shall if necessary be apportioned between the Vendor and the Purchaser and paid on completion. Provided that the draft apportionment account shall be delivered to the Purchaser's Solicitors for perusal at least three working days before completion.
9. On completion, the Purchaser shall pay and account to the Vendor the aggregate amount of all items of deposits which are subsisting transferable and non-refundable to the Vendor and held at the time of completion in favour of the Vendor or the

Property under the Deed of Mutual Covenant by the Owner's Committee or Manager for the time being of the Building to which the Property forms part or by such other person or persons or corporation entitled to hold the same under the Deed of Mutual Covenant provided that the Vendor can produce the valid receipt(s) or the relevant evidence for payment of such deposits to the Purchaser.

10. 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 said deposit shall be absolutely forfeited (as and for liquidated damages and not as a penalty) to the Vendor who shall be at liberty if the Vendor sees fit without being obliged to tender an assignment to the Purchaser to rescind this Agreement, to re-enter the Property and repossess the same (and the said Furniture, if any) if possession shall have been given to the Purchaser free from any right or interest of the Purchaser therein and to retain the Property or any part or parts thereof or to resell the same either as a whole or in lots and either by public auction or private contract or partly by the one and partly by the other and subject to such conditions and stipulations as to title or otherwise as the Vendor may think fit. Any deficiency in price arising from such resale and all expenses attending the same shall be made good and paid by the Purchaser and any increase in price realised by any such resale shall belong to the Vendor. 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 (including without limitation the right to specific performance of this Agreement). On the exercise of the Vendor's right of rescission hereunder the Vendor shall have the right (if this Agreement shall have been registered in the Land Registry) to register at the Land Registry a Memorandum signed by the Vendor alone to rescind the sale of the Property and to vacate the registration of this Agreement.
11. If the Vendor shall for any cause (other than the default of the Purchaser) fail to complete the sale in accordance with the terms hereof then the said deposit shall be returned to the Purchaser forthwith who shall also be entitled to recover from the Vendor such damages over and above the said deposit as 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.
12. Nothing in this Agreement contained shall be so construed as to prevent 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.

13. Time shall in every respect be of the essence of this Agreement.
14. The Property is sold on an "as is" basis. The Purchaser has viewed the Property.
15. (a) The Vendor hereby declares that the Vendor has not received any notice from any Government or other competent authority requiring the Vendor to demolish or reinstate any part of the Property. If it should be discovered that such notice existed prior to the date hereof or any of such notice shall have been issued or served upon the Vendor prior to completion, the costs for such demolition or re-instatement shall be borne by the Vendor.
(b) The Vendor hereby further declares that the Vendor has not received any notice from any Government or other competent authority which includes inter alia, the Management Company and the Incorporated Owners Committee requiring the Vendor as one of the co-owners of the Building of which the Property forms part to effect repair to any common part of the said Building. If it should be discovered that any such notice existed prior to the date hereof or any of such notice shall have been issued or served upon the Vendor before completion, the cost for such repair shall be borne by the Vendor.
(c) The Vendor hereby undertakes to inform the Purchaser in writing forthwith upon the receipt of the aforesaid notices.
16. The Vendor declares that Messrs. Tam & Partners are the Vendor's Agent ("the Agent") for the purposes of receiving all monies payable to the Vendor pursuant to this Agreement including the balance of the purchase money payable upon completion
17. The Vendor further declares that the payment to the Agent of any deposit or deposits of the purchase price and the balance thereof (if any) shall be a full and sufficient discharge of the Purchaser's obligations hereunder.
18. The Vendor may revoke the authority of the Agent and appoint another solicitor as an Agent in their place. No such revocation shall be valid unless :-

- (i) It is in writing addressed to the Purchaser;
 - (ii) It is delivered to the Purchaser care of his solicitors, at least seven clear days prior to completion; and
 - (iii) It specifically identifies this Agreement.
19. All stamp duty and registration fees payable on the Provisional Agreement, this Agreement and any preceding agreement made between the parties hereto and the subsequent Assignment from the Vendor to the Purchaser or his nominee(s) or sub-purchaser(s) of the Property shall be borne and paid wholly by the Purchaser and the Purchaser shall keep the Vendor fully indemnified in respect thereof to the intent that this indemnity shall survive and be enforceable after completion notwithstanding the execution of the Assignment pursuant hereto.
20. The parties hereto hereby declare that they fully understand and acknowledge that no other date than the date of the Provisional Agreement For Sale and Purchase and the date of this Agreement (which respective dates will be inserted in the Questionnaire Form I.R.S.D.112(E) for stamping purpose) may be claimed as the relevant dates for valuation of the Property once this Agreement has been submitted for stamping.
21. (a) Each party shall bear his own Solicitors' costs of and incidental to this Agreement and the subsequent Assignment Provided that if the Vendor shall be required to execute more than one deed of assignment the costs of the Vendor's Solicitors for approving the additional deed(s) at half scale charge shall be wholly paid by the Purchaser on completion.
- (b) In the event that the Purchaser shall have subsold the Property before completion the additional costs of the Vendor's Solicitors for the approval of the Assignment at half scale charge shall be borne and paid by the Purchaser absolutely And all such costs shall be paid and discharged by the Purchaser on completion.
22. It shall be a condition of this Agreement that vacant possession of the Property shall be delivered to the Purchaser on completion.
23. The Purchaser is fully aware that the Property is at present subject to the Mortgage(s) or Charge(s) more particularly set out in Part VI of the Schedule hereto in favour of

the Mortgagee or Chargee therein mentioned. The Vendor hereby further undertakes to redeem the Property and obtain a discharge or release thereof at his own costs and expenses on or before completion.

24. If the said discharge or release shall be executed by an attorney and the relevant power of attorney was executed more than 12 months from the date of the discharge or release the Vendor shall on or before completion at his own costs furnish the Purchaser with a statutory declaration under Section 5(4) of the Power of Attorney Ordinance or a confirmation letter from the Mortgagee or Chargee that the said power of attorney was unrevoked at the time when the said discharge or release was executed.
25. The Vendor hereby declares that he has not received any notice under the Lands Resumption Ordinance, Cap.124 or the Mass Transit Railway (Land Resumption and Related Provisions) Ordinance, Cap.276 or the Roads (Works, Use and Compensation) Ordinance, Cap.370 or any other form of notice of similar nature under any other Ordinances affecting the Property and has no knowledge whatsoever whether the Property is included in any lay-out plans (draft or approved) under the Town Planning Ordinance, Cap.131. If it shall be ascertained before completion of the purchase that the use or enjoyment of the Property is materially affected by any of the said notices, the Purchaser may by notice in writing to the Vendor rescind this Agreement in which event the said deposit shall be returned by the Vendor to the Purchaser in full but without any compensation, interest or costs (if that return is made within 7 days) and neither party shall have any claim against the other and the parties hereto shall at their own cost enter into and cause to be registered at the relevant Land Registry an Agreement for Cancellation. The Vendor hereby undertakes to notify the Purchaser forthwith upon receipt of any of the aforesaid notices.
26. (a) The Vendor warrants that he has good title to sell the said Furniture which is free from any hire-purchase arrangements or any charges liens or encumbrances;
(b) The said Furniture is and will be sold on an "as is" basis and in the physical state and condition as it stands; and
(c) For the avoidance of doubt, the Purchaser shall not be entitled to rescind this Agreement as a result of the Vendor's failure to deliver any or all of the said

Furniture. The Purchaser would in that circumstance be entitled to proper compensation only.

27. The Vendor hereby declares that no third party (except the existing Mortgagee(s) / Chargee(s)) whether in occupation or not (whether related or otherwise) has any right or interest whatsoever whether legal equitable or otherwise in the Property. In the event of any valid third party claim to the Property whether legal equitable or otherwise which the Vendor cannot remove on or before completion, the Purchaser shall have the option to rescind this Agreement by giving notice of termination in writing to the Vendor on or before completion and the Vendor shall forthwith return the said deposit to the Purchaser without prejudice to the Purchaser's right to claim against the Vendor for all loss and damage 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.
28. This Agreement supersedes and annuls all representations warranties and previous agreements between the parties whether implied or expressed verbal or written.
29. The Vendor hereby agrees to allow the Purchaser and/or the Purchaser's agent and/or his mortgagee bank, to inspect the Property on or before completion at reasonable time and by prior reasonable appointment :-
 - (i) once prior to completion date for valuation purpose; and
 - (ii) once on or prior to completion for the purpose of verifying delivery of vacant possession.
30. If the completion date for the sale and purchase of the Property shall fall on a day which is not a business day (defined as a day which is a weekday on which banks in Hong Kong are open for business other than Saturdays, Sundays and General Holiday as defined in the General Holidays Ordinance (Cap. 149)) or shall fall on a day on which typhoon signal No.8 or above is hoisted or the black rainstorm warning signal is issued in Hong Kong at any time between 9:00 a.m. and 5:00 p.m., the completion date for the sale and purchase of the Property shall automatically be postponed to the next business day or such next succeeding business day on which no typhoon signal No.8 or above is hoisted or the black rainstorm warning signal is issued as aforesaid (as the case may be).

31. There are incorporated into this agreement as if they were herein written the conditions respectively on the part of the Vendor and the Purchaser set out in Part A of the Second Schedule to the Conveyancing and Property Ordinance (Cap.219) except condition 10 of the said Part A and save and except such conditions which are expressly excluded or varied or otherwise inconsistent with any express terms contained in this Agreement.
32. In this Agreement, unless the contrary intention appears, words importing the masculine gender shall include the feminine gender and corporations and words in the singular shall include the plural and words in the plural shall include the singular.
33. It is hereby declared and certified by the parties hereto that :-
- (a) this Agreement is made pursuant to a Provisional Agreement for Sale and Purchase dated the 10th day of November 2025 made between the same parties hereto ("the Provisional Agreement").
 - (b) the Property is a non-residential property within the meaning of Section 29A(1) of the Stamp Duty Ordinance Chapter 117.
 - (c) in addition to the purchase price set out in Part IV of the Schedule hereto payable by the Purchaser to the Vendor, there is no other money, value or consideration (excluding legal expenses and estate agent's commission) paid or to be paid by the Vendor and the Purchaser in connection with this transaction.
34. (a) In respect of each payment of the purchase price or any part thereof required to be made hereunder, the party making such payment ("the Payer") shall deliver to the party to whom such payment is to be made ("the Payee") on the date on which such payment is required to be made hereunder a cashier order issued by a licensed bank in Hong Kong or solicitors' cheque in favour of the Payee for the relevant amount.
- (b) Where the purchase price or any part thereof is required to be applied by the Payee to discharge an existing mortgage, charge or incumbrance, or to pay any person(s) who will be a party to the assignment on completion of the sale and purchase herein, the Payee or the Payee's solicitors shall be entitled, by giving the Payer or the Payer's solicitors reasonable prior notice in writing, to require the Payer to split such payment and deliver to the Payee's solicitors

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

- (c) A Payer shall not be deemed to have discharged the obligation to make payment hereunder unless in making such payment, the Payer also complies with the provisions of this Clause.
35. The Vendor and the Purchaser hereby declare that the additional terms and conditions (if any) listed in Part VIII of the Schedule hereto shall be incorporated into this Agreement and be binding on the parties. In the event of conflict between the said additional terms and conditions and any other provisions herein contained, the said additional terms and conditions shall prevail.
36. The Vendor covenants with the Purchaser that after signing of this Agreement, the Vendor shall not assign, mortgage, charge, let, underlet, lease or otherwise dispose of or part with possession or make any arrangement for the sharing of the Property or any part thereof or cause or permit any encumbrance to be created against the Property or any part thereof.
37. If on the date of payment of any deposit/further deposit or balance of the purchase price, there is widespread disruption to traffic in Hong Kong during the business hours (namely, from 9:00 a.m. to 5:00 p.m.), arising out of protests against the proposed amendments to the Fugitive Offenders Ordinance or otherwise, to such an extent that the public transport such as major routes of the Mass Transit Railway are seriously disrupted or affected like that that happened on 5 August 2019, Monday, the date of payment shall automatically be postponed to the following working/business day when there is no such disruption.

AS WITNESS the hands of the parties hereto the day and year first above written.

THE SCHEDULE ABOVE REFERRED TO

PART I

Vendor : BONKIE LIMITED (邦鴻有限公司)

Registered Office : Office 3403 on 34th Floor, Tower One, Lippo Centre, No.89 Queensway, Hong Kong

Business Registration No. : 30644256

Capacity : Beneficial Owner(s)

PART II

Purchaser : JINGAOFENG GARMENT INTERNATIONAL LIMITED (金高峰服裝國際有限公司)

Registered Office : Vitra Corporate Services Centre, Wickhams Cay II, Road Town, Tontola, VG1110, British Virgin Islands

Company No. : 2030814

Capacity :

PART III

Date and Time of Completion : At any time between the hours of 9:30 a.m. to 5:00 p.m. during weekdays on or before the 30TH day of January 2026.

PART IV

Purchase price

The purchase price shall be HONG KONG DOLLARS FORTY SEVEN MILLION FIVE HUNDRED AND THIRTY TWO THOUSAND ONLY (HK\$47,532,000.00) which shall be paid by the Purchaser to the Vendor in the following manner:-

- a. the sum of HONG KONG DOLLARS TWO MILLION AND SIXTY SEVEN THOUSAND ONLY (HK\$2,067,000.00) being initial deposit has been paid by the Purchaser to the Vendor's Solicitors as stakeholder direct prior to the signing of this Agreement;
- b. the sum of HONG KONG DOLLARS TWO MILLION SIX HUNDRED EIGHTY SIX THOUSAND AND TWO HUNDRED ONLY (HK\$2,686,200.00) being further deposit to be paid by the Purchaser to the Vendor's Solicitors as stakeholder (making a total deposit in the sum of HONG KONG DOLLARS FOUR MILLION SEVEN HUNDRED FIFTY THREE THOUSAND AND TWO HUNDRED ONLY (HK\$4,753,200.00) on or before the 24th day of November 2025; and
- c. the sum of HONG KONG DOLLARS FORTY TWO MILLION SEVEN HUNDRED SEVENTY EIGHT THOUSAND AND EIGHT HUNDRED ONLY (HK\$42,778,800.00) being the balance of purchase price shall be paid by the Purchaser to the Vendor upon completion.

All deposits payable by the Purchaser shall be paid to the Vendor's Solicitor as stakeholder who shall not release all the same to the Vendor provided that the balance of purchase price is sufficient to discharge the existing legal charge/mortgage against the Property.

PART V

The Property :

Description, address, lot Number, sections and undivided shares, etc.:-

ALL THOSE 61 equal undivided 33,888th parts or shares of and in ALL THAT piece or parcel of ground registered in the Land Registry as INLAND LOT NO.8517 And of and in the messuages erections and buildings erected thereon now known as SHUN TAK CENTRE (信德中心) ("the Building") TOGETHER with the sole and exclusive right and privilege to hold use occupy and enjoy ALL THOSE UNITS NOS.2204 and 2205 on the TWENTY-SECOND FLOOR of the WEST TOWER of the Building.

PART VI

- | | | |
|------|------------------------------|------------------------------------|
| (i) | Nature of Deed / Charge | : Mortgage |
| | Date of Deed / Charge | : 23/9/2016 |
| | Name of Mortgagee or Chargee | : Nanyang Commercial Bank, Limited |
| | Memorial No. | :16100502330034 |
| | | |
| (ii) | Nature of Deed / Charge | : Assignment of Rentals |
| | Date of Deed / Charge | : 23/9/2016 |
| | Name of Mortgagee or Chargee | : Nanyang Commercial Bank, Limited |
| | Memorial No. | :16101702130035 |

PART VII

全屋固定裝修

PART VIII

ADDITIONAL TERMS AND CONDITIONS

NIL

SIGNED by Yau Chi Kin, its sole)
director)
for and on behalf of the Vendor in the)
presence of :-)

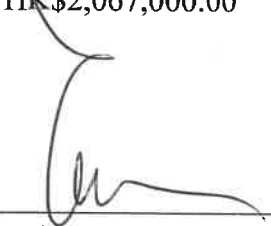

Betty S. Q. Yuen
Solicitor
Messrs. Tam & Partners
Solicitors, Hong Kong SAR

For and on behalf of
邦 鴻 有 限 公 司
BONKIE LIMITED


Authorized Signature(s)

RECEIVED before the day and year first above)
written the abovementioned initial deposit of HONG)
KONG DOLLARS TWO MILLION AND SIXTY)
SEVEN THOUSAND ONLY)

HK\$2,067,000.00


The Vendor's Solicitors
as stakeholder

RECEIVED on or before the day and year first above)
written the abovementioned further deposit of HONG)
KONG DOLLARS TWO MILLION SIX HUNDRED)
EIGHTY SIX THOUSAND AND TWO HUNDRED ONLY)

HK\$2,686,200.00


The Vendor's Solicitors
as stakeholder

SIGNED by Lam Kai Yeung)
for and on behalf of the Purchaser in)
the presence of :-)

For and on behalf of
JINGAOFENG GARMENT INTERNATIONAL LIMITED
金高峰服裝國際有限公司

.....
Authorised Signature(s)



LIN HOI BUN ALAN
Solicitor, Hong Kong SAR
WONG POON CHAN LAW & CO.

Dated the 24th day of November 2025

AGREEMENT FOR SALE AND PURCHASE

MESSRS. TAM & PARTNERS SOLICITORS
SHOP 18, GROUND FLOOR & COCKLOFT,
HOLFORD GARDEN,
NOS.2-8 CHIK WAN STREET,
SHATIN, NEW TERRITORIES, HONG KONG

Ref.: ST/C25/137201/BY/KC