

DATED THE 16 DAY OF December 2021

- (1) **LAW RONALD KAI YEE (羅啟義) (in the Will called RONALD KAI YEE LAW (羅啟義), executor for the estate of the late LAW YEUNG SAU YING LORETTA (羅楊秀英) also known as LORETTA LAW); and**
- (2) **TRILLION WISDOM LIMITED (兆惠有限公司)**

Sale and Purchase Agreement



稅務局
印花稅署
香港灣仔告士打道 5 號 稅務大樓 3 樓

電話號碼 Tel. No.: 2594 3202
圖文傳真 Fax No.: 2519 9025

INLAND REVENUE DEPARTMENT
STAMP OFFICE
3/F, Revenue Tower, 5 Gloucester Road,
Wan Chai, Hong Kong.
網址 Web site : www.ird.gov.hk
電郵 E-mail : taxsdo@ird.gov.hk

印花證明書 STAMP CERTIFICATE

此印花證明書是按《印花稅條例》發出，具有與傳統印花相等的法律地位

**This stamp certificate is issued under the Stamp Duty Ordinance
and has the same legal status as conventional stamp**

(此證明書必須夾附於下列文書上，作為已加蓋印花的證明。 This certificate must be attached to the instrument shown below as evidence of stamping.)

印花稅署參考編號 SO Ref. No.: 3-22-254531-0-0-1
文書性質 Nature of Instrument: 買賣協議 Agreement
文書簽立日期 Date of Instrument: 16/12/2021 (日 Day / 月 Month / 年 Year)
代價款額 Consideration: \$195,000,000.00
取得之權益 Interest acquired: 100.00%
物業地址 Property Address: NO.55 NGA TSIN WAI ROAD KL

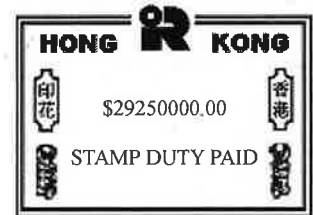
有關人士姓名及身份
Name and capacity of parties:

賣方 Vendor(s)

- (1) LAW RONALD KAI YEE (IN THE WILL CALLED RONALD KAI YEE LAW,
EXECUTOR FOR THE ESTATE OF THE LATE LAW YEUNG SAU YING
LORETTA ALSO KNOWN AS LORETTA LAW)

買方 Purchaser(s)

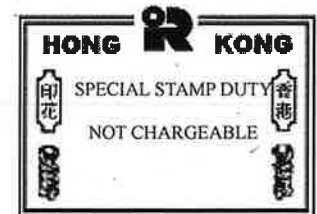
- (1) TRILLION WISDOM LIMITED



茲證明上述文書已加蓋印花 / 簽註如下:

This is to certify that the above instrument is stamped / endorsed as below:

印花證明書編號 Stamp Certificate No.	: BSD-13141
加蓋印花日期 Date of Stamping	: 10/01/2022 (日 Day/月 Month/年 Year)
已付印花稅 Stamp Duty Paid	: \$29,250,000.00
已付額外印花稅 Special Stamp Duty Paid	: 不須繳付/Not chargeable
已付買家印花稅 Buyer's Stamp Duty Paid	: \$29,250,000.00
付款方式 Payment Method	: 支票/Cheque



印花稅署署長
(高青青 代行)

KO Ching-ching
for Collector of Stamp Revenue

Sale and Purchase Agreement

Dated 16 December 2021

Between:

- (A) **LAW RONALD KAI YEE (羅啟義) (in the Will called RONALD KAI YEE LAW (羅啟義), executor for the estate of the late LAW YEUNG SAU YING LORETTA (羅楊秀英) also known as LORETTA LAW) of 3 Mountainview Road, Greenwood Village, Colorado, 80111, United States of America (the "Vendor") of the one part; and**
- (B) **TRILLION WISDOM LIMITED (兆惠有限公司) whose registered office is situate at Office A, 20/F., Kings Wing Plaza 1, 3 On Kwan Street, Shek Mun, Shatin, New Territories, Hong Kong (the "Purchaser") of the other part.**

Whereas

- (A) At the date of death of the late Law Yeung Sau Ying Loretta (羅楊秀英) also known as Loretta Law (the "**Deceased**"), the land described in the Schedule 1 hereto (the "**Property**") was vested in the Deceased for the residue of the term of years created pursuant to the provisions of the Government Lease referred to in the Schedule 1 hereto (the "**Government Lease**") subject to the payment of the due proportion mentioned in the Schedule 1 hereto of the yearly Government Rent reserved by and the covenants conditions and provisos contained in the Government Lease.
- (B) The Deceased duly made and executed her last Will dated 3 May 2017 whereby she appointed Ronald Kai Yee Law (羅啟義), Dennis Kai Yen Law (羅啟仁), Christopher Kai Lai Law (羅啟禮) and Jeremy Kai Chee Law (羅啟智) to be the executors thereof.
- (C) The Deceased died on 7 October 2020 without having altered or revoked her said Will.
- (D) A Grant of Probate was granted to Law Ronald Kai Yee (羅啟義) (in the Will called Ronald Kai Yee Law (羅啟義)) (the "**Executor**") on 28 July 2021 by the High Court of the Hong Kong Special Administrative Region, Court of First Instance, in its Probate Jurisdiction under Grant No. HCAG004928/2021.
- (E) The Property forms part of the estate of the Deceased in Hong Kong.
- (F) The Vendor as executor in the course of administering the estate of the Deceased has agreed to sell and the Purchaser has agreed to purchase the Property upon the terms and conditions hereinafter appearing.

It is agreed as follows:

1 SALE AND PURCHASE

- 1.1 The Vendor shall sell and the Purchaser shall purchase the Property and the appurtenances thereto and all the estate right title and interest whatsoever of the Vendor therein and thereto (hereinafter referred to as the "**Property**") for the residue of the term of years created by the Government Lease. The Purchaser shall raise no

objection if the Vendor's interest in the Property is an equitable interest and not a legal estate.

2 PURCHASE PRICE

- 2.1 The purchase price for the Property shall be the sum set out in Schedule 2 hereto which shall be paid and satisfied by the Purchaser in manner set out in Schedule 2.

3 COMPLETION

- 3.1 It is hereby agreed that the purchase shall be completed at the office of Messrs. Charles Russell Speechlys LLP at Unit 3418, Level 34, Two Pacific Place, 88 Queensway, Hong Kong (hereinafter referred to as the "**Vendor's Solicitors**") before 5:00 p.m. on 26 January 2022 or such other date as the Purchaser and the Vendor may agree in writing conditional upon the sale and purchase of the Property being transacted in accordance with the requirements under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the "**Listing Rules**") (to the extent they apply) (including but not limited to Million Hope Industries Holdings Limited (a company incorporated in the Cayman Islands with limited liability and the issued shares of which are listed on the Main Board of The Stock Exchange of Hong Kong Limited with stock code: 1897) having obtained approval from its shareholders and having published circular(s) in respect of the transaction contemplated under this Agreement in accordance with the Listing Rules provided that non-compliance with the Listing Rules is not caused by or due to the Purchaser's or its holding companies' act, default or neglect. Upon completion, the Purchaser shall deliver to the Vendor's Solicitors a banker's draft(s) or cashier order(s) issued by a licensed bank in Hong Kong or solicitor firm cheque(s) in favour of the Vendor or the Vendor's Solicitors for the balance of the purchase price as set out in Schedule 2 hereto.
- 3.2 Where the purchase price or any part thereof is required to be applied by the Vendor to discharge an existing mortgage, charge or encumbrance, or to pay the Vendor's 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 at least 5 working days prior notice in writing, to require the Purchaser to split such payment and deliver to the Vendor's Solicitors one or more banker's draft(s) or cashier order(s) or solicitor firm cheque(s) issued in favour of the person(s) or party/parties entitled to such payment(s) and a separate banker's draft or cashier order or solicitor firm cheque in favour of the Vendor or the Vendor's Solicitors for the balance.
- 3.3 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.

4 ASSIGNMENT BY THE VENDOR

- 4.1 The Vendor shall assign the Property as executor for the estate of the Deceased.

5 REQUISITIONS

- 5.1 Subject to Clauses 5.2 and 6.1, the Vendor has shown and proved title to the Property in accordance with Section 13 of the Conveyancing and Property Ordinance and, other than the matters set out in Clauses 5.2 and 6.1, the Purchaser has accepted the Vendor's title to the Property. Subject to Clauses 5.2 and 6.1, the Purchaser agrees not to raise any requisitions or objection after the execution of this Agreement.
- 5.2 Notwithstanding anything contained in this Agreement, the Purchaser may raise questions, enquiries, requisitions and/or objections on any document or matter relating the Property in respect of any encumbrance, matter, title deed or other document which arises or is created on or after the date of this Agreement but before Completion, and the Vendor shall use reasonable endeavours to ensure, at its cost, that such questions, enquiries, requisitions and/or objections shall be answered, cleared and rectified as soon as reasonably practicable before completion.

6 PRODUCTION OF DEEDS

- 6.1 Subject to Clause 5.2. the Vendor confirms that he has already produced all title deeds and documents in his possession and the Purchaser has accepted the Vendor's title to the Property provided that the Vendor's Solicitors undertake to furnish the following documents on or before the completion date:
- (a) a statutory declaration (in the form duly approved by the Purchaser's Solicitors) in respect of the missing title deeds and documents; and
 - (b) a legal opinion (in the form duly approved by the Purchaser's Solicitors and dated the completion date) issued by solicitors qualified in Bermuda, confirming that the proposed receipt on discharge in respect of the existing mortgage was duly executed by LPI, LLC in accordance with its articles of association and the laws in Bermuda, which is binding and enforceable on the said LPI, LLC..

7 TERMINATION

- 7.1 If the Purchaser shall fail to complete the purchase in accordance with any of the terms and conditions of this Agreement the Vendor may (without being obliged to tender an assignment to the Purchaser) 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 re-possess the same if possession shall have been given to the Purchaser free from any right or interest of the Purchaser therein and shall be entitled to forfeit the deposit or further deposits paid to the Vendor to the extent of 10% of the purchase price absolutely but without prejudice to the other rights or remedies of the Vendor as a result of the Purchaser's breach of this Agreement. Furthermore, the Vendor shall be entitled either to retain the Property or any part or parts thereof or resell the same, either as a whole or in lots, and either by public auction or by 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 arising from such resale and all reasonable expenses attending the same shall be made good and paid by the Purchaser as and for liquidated damages, and any

increase in price realized 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 under this Agreement or otherwise. On the exercise of the Vendor's right to determine or rescind this Agreement the Vendor shall have the right, if this Agreement shall have been registered in the Land Registry, to register at the Land Registry an instrument signed by the Vendor alone evidencing such determination or rescission as aforesaid. Upon registration of such an instrument in the Land Registry, a tenant, purchaser, mortgagee or any other person dealing with the Vendor shall not be bound to see or enquire whether the Vendor was entitled to determine or rescind this Agreement. This Clause shall not prevent the Vendor recovering, in addition to the aforesaid, damages representing interest paid or lost by him by reason of the Purchaser's failure.

8 VENDOR'S FAILURE TO COMPLETE

- 8.1 If the Vendor fails to complete the sale of the Property in accordance with the terms hereof, all the deposits paid by the Purchaser to the Vendor pursuant to this Agreement and the preceding agreement for sale and purchase shall be returned to the Purchaser forthwith in full who shall also be entitled to recover from the Vendor damages 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. In such instance, the Vendor shall be responsible for the payment of all estate agent's commission payable on this Agreement. If stamp duty and/or estate agent's commission has already been paid on this Agreement and/or any other chargeable agreement by the Purchaser, the Vendor shall use his best endeavours to assist the Purchaser to apply for a refund of the Stamp Duty from the Stamp Office and reimburse the Purchaser the full amount of estate agent's commission paid.

9 COSTS

- 9.1 Each party shall pay its own solicitors' costs charges and expenses for and incidental to this Agreement and the subsequent assignment. Provided that if the Purchaser shall require the Vendor to approve or to execute more than one deed of Assignment of the Property or if the consideration of the assignment made in favour of the Purchaser or its nominee(s) or sub-purchaser(s) shall exceed the purchase price set out in Schedule 2 hereto, the additional costs of the Vendor and the Vendor's Solicitors for approving or executing the deed of assignment with the increased consideration and/or the additional deed or deeds of assignment at half-scale charge shall be borne by the Purchaser and paid on completion.
- 9.2 If the Vendor's solicitors shall be required to peruse any nomination or sub-sale agreement for sale and purchase or any other instruments whatsoever in circumstances that the assignment required to be approved is in favour of an assignee other than the Purchaser then the Purchaser shall pay to the Vendor's solicitors the additional costs incurred pursuant to Rule 5 of the Solicitors (General) Costs Rules.

10 TITLE DEEDS

10.1 Subject to Clauses 5.2 and 6.1, the Vendor has already delivered to the Purchaser all title deeds and documents in the possession of the Vendor as relate exclusively to the Property and is required to prove title. All other title deeds and documents in the possession of the Vendor will be retained by the Vendor and the Vendor will, if required give to the Purchaser a covenant for production and delivery of certified copies and for safe custody thereof such covenant to be prepared by and at the expense of the Purchaser.

11 VALUATION OF THE PROPERTY

11.1 The parties hereto hereby declare that they fully understand and acknowledge that no date other than the date of the agreement for sale preceding this Agreement and referred to in paragraph 14.1.7 of Schedule 3 (if any) and of this Agreement (which date will be completed in the Form I.R.S.D. 112 for stamping purpose of this Agreement and the assignment made pursuant to this Agreement) may be claimed as the relevant date for valuation of the Property when this Agreement is submitted for stamping.

12 STAMP DUTY

12.1 The Ad Valorem Stamp duty and buyer's stamp duty (if any) payable under the Stamp Duty Ordinance (Cap.117) ("**SDO**") and the registration fees payable on this Agreement and the assignment made pursuant to this Agreement shall be borne and paid by the Purchaser absolutely and the Purchaser hereby agrees to keep the Vendor indemnified from and against any and all claims, actions, proceedings brought against the Vendor and losses and damages sustained and incurred. The Purchaser further agrees that :-

12.1.1 in the event of the consideration stated in the assignment not being accepted by the Collector of Stamp Revenue as representing the true value of the Property hereby agreed to be sold and purchased the additional stamp duties charged by him in accordance with his valuation of the Property shall be borne by the Purchaser absolutely;

12.1.2 The Purchaser's solicitors shall forward to the Vendor's Solicitors a copy of this Agreement which should have been duly stamped, within three (3) business days following receipt from the Hong Kong Stamp Office.

12.1.3 the provisions of this Clause shall survive completion of this Agreement.

13 VACANT POSSESSION

13.1 It is an essential condition of this Agreement that the Vendor shall give vacant possession of the Property to the Purchaser on completion of the sale and purchase.

13.2 Notwithstanding the foregoing, the Vendor may leave certain articles and chattels in the Property and the Purchaser accepts this will not affect the delivery of vacant possession. The Purchaser is entitled to treat such articles and chattels as abandoned and shall dispose of the same as he see fit. The Property is sold to the Purchaser with

existing fixtures. The Vendor shall remove any movable furniture, fittings, chattels, rubbish and personal effects from the Property on or before completion.

14 TIME IS OF THE ESSENCE

14.1 Time shall in every respect be of the essence of this Agreement.

15 ENTIRE AGREEMENT

15.1 This Agreement sets out the full agreement between the parties and supersedes any other commitments agreements warranties or understandings written or verbal that the parties hereto may have had with respect to the Property. Without prejudice to the generality of the foregoing, no warranties or representations express or implied (other than those set out herein expressly) are or have been made or given outside this Agreement relating to the Property or to the user thereof or to the possibility of any redevelopment or the potential redevelopment value thereof and if any such warranty or representation express or implied has been made, the same is hereby withdrawn or expressly waived.

16 ASSURANCE BY THE VENDOR

16.1 Upon completion, against receipt of the balance of the purchase price (or where the parties have agreed on any applicable undertakings following such payment as aforesaid and in compliance with the applicable undertakings), the Vendor and all other necessary parties (if any) shall execute a proper assignment to the Purchaser or his nominee(s) or sub-purchaser(s) subject as herein mentioned but otherwise free from all encumbrances.

17 CROSS UNDERTAKING FROM SOLICITORS

17.1 The parties hereby authorise their respective solicitors to complete the Sale and Purchase of the Property on the basis of cross undertakings (subject to the usual Law Society's qualifications) in the form similar to that found in the Law Society Circular No.91 of 1982 or from time to time recommended by the Law Society of Hong Kong with such variations thereto as they may agree unless either party shall serve on the other party or the other party's solicitors not less than seven (7) business days before completion a notice in writing requesting formal completion in which case formal completion shall take place. However, notwithstanding formal completion the Purchaser shall still be obliged to accept the undertaking of the Vendor's Solicitors, should it be offered, to deliver within 21 days from the completion date any releases or discharges of mortgages, charges or other encumbrances affecting the Property which the Vendor has agreed to discharge on or before completion. Notwithstanding the foregoing, the Purchaser is aware that the Vendor is abroad and the Vendor's Solicitors shall be required to return to the Purchaser's solicitors the assignment (in the form approved by the Vendor's Solicitors and the Purchaser's solicitors, duly notarised and apostilled) duly executed by the Vendor in the United States of America as soon as reasonably practicable but in any event no later than seventeen (17) business days from the date of completion for the purpose of validly using the assignment in Hong

Kong provided that the Purchaser's solicitors shall have forwarded to the Vendor's solicitors the assignment duly executed by the Purchaser on or before completion.

18 PART A OF THE SECOND SCHEDULE TO THE CONVEYANCING AND PROPERTY ORDINANCE

18.1 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) (the "**Ordinance**"). In case of any inconsistency or conflict between the provisions of this Agreement and the provisions of the Ordinance, then so far as the law allows and permits, the provisions of this Agreement shall prevail.

19 TERMS AND CONDITIONS

19.1 The Vendor and the Purchaser hereby agree that the terms or conditions or matters, if any, set out in Schedule 3 hereto shall apply to this Agreement and shall be deemed to be incorporated herein.

20 INTERPRETATION

20.1 Where two or more persons are comprised in the expressions the "Vendor" and/or the "Purchaser" the agreements herein contained shall be deemed to be made by such persons jointly and severally.

20.2 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.

20.3 The table of contents and clause headings are included for the convenience of the Parties only and do not affect the interpretation of this Agreement.

21 WARRANTIES AND REPRESENTATIONS

21.1 Each party hereto hereby warrants and represents to and undertakes with the other that the information specified in paragraph 13 of Schedule 3 hereto is in all respects accurate insofar as within the knowledge of such party.

21.2 For the purpose of Section 29B(1) and (5) of the SDO, the matters required to be specified are as set out in paragraph 13 of Schedule 3 hereto.

22 RIGHTS OF THIRD PARTIES

22.1 It is expressly provided that the Contracts (Rights of Third Parties) Ordinance (Cap.623) shall not apply to this Agreement and nothing herein will create rights under the said Ordinance.

SCHEDULE 1

The Property and Government Lease

1 THE PROPERTY

a. Description and address:

ALL THAT piece or parcel of ground registered in the Land Registry as NEW KOWLOON INLAND LOT NO.3771 as more particularly described or delineated on the plan annexed to the Government Lease in respect thereof (“Lot”) together with the messuage erections and buildings thereon known at the date hereof as NO.55 NGA TSIN WAI ROAD, KOWLOON Subject to and with the benefit of the Government Lease in respect of the Lot.

b. Except and reserved as in the Government Lease is excepted and reserved.

c. Easements and other appurtenant rights, if any:

Subject to and with the benefit of all rights rights of way (if any) easements privileges and appurtenances more particularly described in the Government Lease and all other subsisting rights and rights of way.

2 The Government Lease

a. Date: 31 January 1956

b. Parties: Queen Elizabeth II of the one part and Loretta Law of the other part

c. Term: 75 years commencing from the 1 July 1898 with a right of renewal for a further term of 24 years less the last three days thereof commencing immediately after the expiration of the original term under the Government Lease, which is deemed to have been granted under and by virtue of the Government Leases Ordinance (Cap.40 of the Laws of Hong Kong) (such term is extended until 30 June 2047 under Section 6 of the New Territories Leases (Extension) Ordinance (Cap.150 of the Laws of Hong Kong))

d. Lot Number: New Kowloon Inland Lot No.3771

SCHEDULE 2

Manner of Payment

1. The purchase price for the Property shall be HONG KONG DOLLARS ONE HUNDRED AND NINETY FIVE MILLION (HK\$195,000,000.00).
2. The sum of HONG KONG DOLLARS NINE MILLION (HK\$9,000,000.00) as initial deposit and in part payment of the purchase price has been paid to the Vendor's Solicitors as stakeholders prior to the signing hereof and a sum of HONG KONG DOLLARS TEN MILLION AND FIVE HUNDRED THOUSAND (HK\$10,500,000.00) as further deposit and in part payment of the purchase price shall be payable on the signing of this Agreement to the Vendor's Solicitors in their capacity as stakeholders.
3. The balance of the purchase price, HONG KONG DOLLARS ONE HUNDRED SEVENTY FIVE MILLION AND FIVE HUNDRED THOUSAND i.e. HK\$175,500,000.00 shall be payable on completion.

All deposits payable by the Purchaser shall be paid to the Vendor's Solicitors as stakeholders who shall not release the said deposits to the Vendor unless it is proved in writing to the satisfaction of the Purchaser's Solicitors that the balance of the purchase price is sufficient to discharge the existing mortgage in respect of the Property.

SCHEDULE 3

Terms and conditions

1 EXISTING FURNITURE, FIXTURES AND PERSONAL EFFECTS

- 1.1 The Property is sold to the Purchaser on an as-is basis and with the existing fixtures. It is agreed that the Vendor shall remove any movable furniture, fittings and personal effects from the Property at any time on or before completion.

2 DELIVER DRAFT ASSIGNMENT

- 2.1 The Purchaser hereby agrees that the Purchaser's solicitors shall deliver the draft Assignment and the draft letter of undertaking to be imposed on the Vendor's Solicitors on completion to the Vendor's solicitors for approval not less than five (5) business days prior to completion.

3 STATE AND CONDITION OF THE PROPERTY

- 3.1 The Purchaser hereby declares and confirms that the Purchaser has inspected and is satisfied with and accepts the existing state and condition of the Property and the fixtures fittings and finishes therein (if any) and takes it as it stands. No warranty or representation whatsoever has been given or is made by the Vendor or his agents regarding the user or redevelopment potential of the Property and/or the physical state and condition thereof and in particular but without limitation no warranty or representation is given or made on any of the following matters, namely :-

3.1.1 the quantity quality or fitness of the fixtures fittings and finishes or the installations and appliances (if any) incorporated in the Property or in the building/estate of which the Property forms part;

3.1.2 the physical state and condition, composition or construction or the legality or the user of the Property or of the building/estate of which the Property forms part; and

3.1.3 the area and boundary of the Property.

4 MISREPRESENTATION

- 4.1 No error omission or misstatement herein or in any plan 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.

- 4.2 Any such error omission or misstatement 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 paragraph 3 of Schedule 3.

- 4.3 No immaterial error omission or misstatement (including a mistake in any plan furnished for identification only) shall entitle either party to compensation.

4.4 Sub-paragraph 4.1 shall not apply where compensation for any error omission or misstatement shown to be material cannot be assessed nor enable either party to compel the other to accept or convey property differing substantially (in quantity quality tenure or otherwise) from the property agreed to be sold if the other party would be prejudiced by the difference.

4.5 The Misrepresentation Ordinance (Cap.284) applies to this Agreement.

5 **WARRANTIES AND DECLARATIONS**

5.1 The Vendor hereby warrants and declares that :-

5.1.1 the Vendor has no actual knowledge of nor 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 form of notice of a similar nature under any other Ordinances relating to the resumption of the Property and that he has no actual knowledge whatsoever as to whether the Property is included in or affected by any lay-out plans (draft or approved) under the Town Planning Ordinance (Cap.131). The Purchaser shall be solely responsible for making his own enquiry and investigation regarding any provisions or restrictions affecting the user, development or redevelopment of the Property under any of the relevant Ordinances (including the above Ordinances) and the Purchaser is deemed to have agreed to purchase the Property subject to such provisions and/or restrictions, if any. The Vendor shall not be liable for any loss or damage which the Purchaser may incur or suffer as a result of the Property becoming affected or being made subject to the provisions of the said Ordinances. If it shall be ascertained before completion that the Property is adversely affected by any of the said Ordinances the Purchaser may by notice in writing to the Vendor rescind this Agreement in which event all the deposits paid hereunder shall forthwith be returned to the Purchaser in full but without any compensation or costs, if such return is made within 7 days of rescission, without interest and neither party shall have any claim against the other hereon and the parties hereto shall at their own cost enter into an Agreement for Cancellation;

5.1.2 the Vendor gives no warranty as to whether or not any unauthorised or illegal structure or alteration exists on or within or appertains to the Property. The Vendor has not received and is not aware of there being any notice from any Government department or other competent authority requiring the Vendor to demolish repair or reinstate any part of the Property. If it should be discovered that such notice existed prior to completion or if any such notice shall be served on the Vendor before completion, the cost for such demolition repair or reinstatement shall be borne by the Purchaser.

5.1.3 the Vendor gives no warranty as to whether he has received any notice or order issued by any Government or other competent authority requiring informing or notifying the Vendor as the owner of the Property, to effect repair,

reinstatement, demolition, redecoration or refurbishment works and to contribute to the costs for such works. If it should be discovered that any such notice or order existed prior to the date hereof or if any such notice or order be served or issued or exist on or before the date of completion, the costs for such repair reinstatement demolition redecoration or refurbishment shall be borne by the Purchaser. The Vendor undertakes to notify the Purchaser as soon as possible upon receipt of the aforesaid notices.

- 5.1.4 the Vendor hereby warrants that during the period of two years immediately preceding the date hereof the Property is not and does not form part of the subject matter of (a) any order or decision for possession in any manner or form granted or deemed to have been granted by the Lands Tribunal or the District Court or any Court of Record in Hong Kong under Section 53 of the Landlord and Tenant (Consolidation) Ordinance (Cap.7) or (b) any application to the Lands Tribunal for the grant of a new tenancy which has been successfully or is deemed to have been successfully opposed under or pursuant to Section 119E or 119H of the Landlord and Tenant (Consolidation) Ordinance (Cap.7 of the Laws of Hong Kong);
- 5.1.5 the Vendor gives no warranty as to whether the Property or is subject to any notice or order under the Mandatory Window Inspection Scheme or the Mandatory Building Inspection Scheme (the "**MWIS/MBIS Order**"). If it should be discovered that any MWIS/MBIS Order has been issued against the Property on or before completion, then the Purchaser will be responsible for the costs thereof. The Vendor undertakes to notify the Purchaser forthwith upon receipt or becoming aware of any MWIS/MBIS Order.
- 5.1.6 the Vendor agrees and undertakes to deliver originals of notice(s) and/or orders mentioned aforesaid to the Purchaser or its solicitors as soon as reasonably practicable if any are received before, on or after completion.

6 INSURANCE

- 6.1 Immediately after the signing of this Agreement, the Property shall as between the Vendor and the Purchaser be at the Purchaser's risk. The Purchaser shall be entitled to take out proper insurance cover on the Property and is advised to do so for his own protection and benefit.

7 DISCHARGE OF MORTGAGE

- 7.1 The Property is now mortgaged or charged by the Vendor to the Mortgagee/Legal Chargee named in Schedule 4 hereto. The Vendor undertakes to discharge the Mortgage and all encumbrances adversely affecting the Property (if any) at his sole expense on or before completion.

8 STAMP DUTY

- 8.1 Notwithstanding any other term or provision in this Agreement, the Vendor shall have the right upon completion to execute the Assignment in favour of the Purchaser only

but not to his nominee or nominees, sub-purchaser or sub-purchasers of the Property or other persons which the Purchaser may designate or which may claim under the Purchaser (as confirmed by the Purchaser) or a purchaser as defined in the SDO other than the Purchaser unless two clear days prior to completion the Purchaser proves to the Vendor's satisfaction that all stamp duty including but not limited to Buyer's Stamp Duty and New AVD and penalty thereon payable on any agreement for sale or unwritten sale agreement (as defined in the SDO) or any option or right as defined in the SDO or any instrument(s) or transaction(s) of whatever nature relating to the Property executed and/or transacted and/or arising after the date of this Agreement has been duly paid and that the said agreement for sale or unwritten sale agreement or option or right or instrument(s) or transaction(s) of whatever nature comply with the relevant provisions of the SDO.

9 INTERPRETATION

- 9.1 In this Agreement, unless the context otherwise requires the word "day" wherever used shall mean calendar days PROVIDED that when any of the date or dates stipulated for payment herein or if the completion date shall fall on a day which is not a business day (defined as a day Monday to Friday on which licensed banks are open for business in Hong Kong) or shall fall on a business day on which typhoon signal No.8 or above is hoisted in Hong Kong or black rainstorm warning signal is issued in Hong Kong or the office of the Vendor's Solicitors which should be closed as a result of any force majeure or medical pandemic (e.g. COVID-19 pandemic) in Hong Kong at any time on that day if it is on a weekday (excluding Saturday) such date or dates and time or times for payment or the completion date and the time for completion (as the case may be) shall automatically be postponed to the next business day on which no typhoon signal No.8 or above is hoisted or black rainstorm warning signal is issued or the Vendor's Solicitors office is not closed for reason aforesaid within the same hours as stipulated (as the case may be).

10 NOTICE

- 10.1 Any notice required to be given hereunder shall be deemed to have been validly given to the Purchaser if addressed to the Purchaser and sent by ordinary prepaid post to or left at the address of the Purchaser above given or to his last known address (if a written notification of the change of address has previously been received by the Vendor or his solicitors) or addressed to the Purchaser care of his solicitors and sent by prepaid post to or left at the office address of the Purchaser's Solicitors and shall be validly given to the Vendor if addressed to the Vendor care of the Vendor's Solicitors and sent by prepaid post to or within office hours left at the office address of the Vendor's Solicitors or such other address which the Vendor or the Vendor's Solicitors may notify the Purchaser from time to time. Any notice posted or left shall be deemed to have been served on the addressee upon the expiry of 2 business days after the date of posting or upon delivery (as the case may be).

11 INSPECTION BY THE PURCHASER

- 11.1 The Vendor shall arrange for the Purchaser and if the Purchaser so wishes, together with the Purchaser's advisers and representatives, to visit the Property on five (5) occasions upon prior appointment with the Vendor on or prior to completion.

12 SURVIVAL OF OBLIGATIONS

- 12.1 This Agreement shall not merge at completion insofar as any of its provisions remain to be observed and performed.

13 SECTION 29B(5) OF THE SDO

- 13.1 The matters required to be specified under Section 29B(5) of the SDO :-

13.1.1 the names and addresses of the Vendor and of the Purchaser are respectively set out in page 1 of this Agreement;

13.1.2 the Hong Kong Identity Card no. of the Vendor is E307948(5);

13.1.3 the Business Registration no. of the Purchaser is 73491149;

13.1.4 the description and location of the Property is set out in Schedule 1 hereto;

13.1.5 the Property is residential property within the meaning of Section 29A(1) of the SDO;

13.1.6 the date of this Agreement is set out at the beginning of page 1 hereof;

13.1.7 this Agreement was not preceded by an agreement for sale or unwritten sale agreement (within the meaning of Section 29A(1) of the SDO) in relation to the Property or any part thereof made between the same parties and on the same terms (within the meaning set out in Section 29A(4) of the SDO);

13.1.8 a date has been agreed for a conveyance on sale or an assignment to be executed pursuant to this Agreement and this date is set out in Clause 3 on page 1 hereof;

13.1.9 a consideration has been agreed for the conveyance on sale or the assignment to take place pursuant to this Agreement and the amount or value of the consideration is set out in paragraph 1 in Schedule 2 hereto;

13.1.10 apart from the consideration payable by the Purchaser to the Vendor as set out in Schedule 2 hereto no other consideration except the estate agent's commission payable by the Purchaser and the Vendor which each party executing the Agreement knows has been paid or given, or has been agreed to be paid or given to any person for or in connection with any prior agreement for sale or unwritten sale agreement or this Agreement or any conveyance on sale or assignment pursuant to that Agreement (excluding legal costs and disbursements)

13.1.11 to the best of the knowledge of the Vendor , the Purchaser knew/did not know at the time this Agreement was made, that the Agreement affected him/it.

14 DISPUTES

14.1 Nothing in this Agreement shall be 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 an action for specific performance.

15 RIGHTS OF THIRD PARTIES

15.1 The Vendor hereby further declares and confirms that no third party (whether related or otherwise) has any right or interest whatsoever, whether legal or equitable, in the Property. The Vendor hereby further declares and confirms that the Vendor has the absolute right and interest in the Property and the Property was purchased with the Vendor's own monies/and the mortgage loan was repaid by the Vendor's own monies. In the event of any valid third party claim to the Property, whether legal or equitable, before completion the Vendor shall procure that its solicitors forthwith return all the deposits paid hereunder to the Purchaser and without prejudice to the Purchaser's right to claim against the Vendor for such losses 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.

16 CLOSURE OF SOLICITORS' OFFICES

16.1 In the event that the office of either the Vendor's Solicitors or the Purchaser's Solicitors is closed on the completion date due to :-

16.1.1 any recommendation, requirement or order by the Director of Health or other competent authority for the purpose of carrying out disinfecting procedure or other relevant measures by reason of a pandemic, epidemic or other widespread outbreak of any scheduled infectious disease (as defined in the Prevention and Control of Disease Ordinance (Cap. 599)); or

16.1.2 an isolation order being imposed under the said Prevention and Control of Disease Ordinance or its Regulations

then the Completion Date shall be postponed to a date until seven (7) business days after the day on which such office re-opens.

17 FURTHER ALIENATION

The Vendor covenants with the Purchaser that upon the Vendor signing this Agreement, the Vendor will not assign, mortgage, charge, let, underlet, lease or otherwise dispose of or part with possession of or make any arrangement for the sharing of the Property or any

part or interest thereof or therein, or encumber or cause or permit to be encumbered the Property or any part or interest thereof or therein.

18 OUTGOINGS

All outgoings (including but not limited to rates, Government rent and management fees) in respect of the Property 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 (including but not limited to rates, Government rent and management fees) in respect of the Property shall be discharged by the Purchaser. The Vendor shall produce copies of the latest receipted demand note(s) for rates and/or Government rent, and receipt or other evidence for the management fees to the Purchaser's Solicitors for verification at least seven (7) business days before completion.

SCHEDULE 4

Legal chargee / mortgagee

Name of the Mortgagee Bank: Law Principal Investments, Ltd.

Nature of instrument: Mortgage

Date of Instrument: 28 December 2015

Memorial No.: 16011301790018

This Certificate is not valid for use anywhere within the United States of America, its territories or possessions.

APOSTILLE

(Convention de La Haye du 5 octobre 1961)

1. Country: United States of America

Pays | País:

This public document Le présent acte public | El presente documento público

2. has been signed by Sara E. Kosted
a été signé par | ha sido firmado por

3. acting in the capacity of Notary Public, State of Colorado
agissant en qualité de | quien actúa en calidad de

4. bears the seal / stamp of Sara E. Kosted, Notary Public State of Colorado
est revêtu du sceau / timbre de | y está revestido del sello / timbre de

Certified Attesté | Certificado

5. at Denver, Colorado 6. the 5th day of January, 2022
à | en le | el día

7. by Jena Griswold, Secretary of State of the State of Colorado
par | por

8. Number 6044501906
sous n° | bajo el número

9. Seal / stamp
Sceau / timbre | Sello / timbre

10. Signature:
Signature | Firma

Jena Griswold



This Apostille only certifies the authenticity of the signature and the capacity of the person who has signed the public document, and, where appropriate, the identity of the seal or stamp which the public document bears. This Apostille does not certify the content of the document for which it was issued. This Apostille is not valid for use anywhere within the United States of America, its territories or possessions. To verify the issuance of this Apostille, see: www.sos.state.co.us/auth

This certificate does not constitute an Apostille under the Hague Convention of 5 October 1961, when it is presented in a country which is not a party to the Convention. In such cases, the certificate should be presented to the consular section of the mission representing the country.

Cette Apostille atteste uniquement la véracité de la signature, la qualité en laquelle le signataire de l'acte a agi et, le cas échéant, l'identité du sceau ou timbre dont cet acte public est revêtu. Cette Apostille ne certifie pas le contenu de l'acte pour lequel elle a été émise. Cette Apostille n'est pas valide pour utilisation aux États-Unis d'Amérique, ses territoires ou ses possessions. L'émission de cette Apostille peut être vérifiée à l'adresse suivante: www.sos.state.co.us/auth

Este certificado no constituye una Apostilla en virtud de la Convención de La Haya del 5 de octubre de 1961 cuando se presenta en un país que no es parte a esta Convención. En estos casos, el certificado debe ser presentado a la sección consular de la misión que representa ese país.

Esta Apostilla certifica únicamente la autenticidad de la firma, la calidad en que el signatario del documento haya actuado y, en su caso, la identidad del sello o timbre del que el documento público esté revestido. Esta Apostilla no certifica el contenido del documento para el cual se expidió. No es válido el uso de esta Apostilla en los Estados Unidos de América, sus territorios o posesiones. La emisión de esta Apostilla se puede verificar en la dirección siguiente: www.sos.state.co.us/auth

Este certificado no constituye una Apostilla en virtud del Convenio de La Haya de 5 de octubre de 1961 cuando se presenta en un país que no es parte del Convenio. En estos casos, el certificado debe ser presentado a la sección consular de la misión que representa a ese país.

SIGNED by the Vendor)
(who having been previously)
identified by the production)
of his HKID card No. E307948(5)))
in the presence of: -)



State of Colorado
County of Arapahoe
Signed before me on December 16, 2021
by Law Ronald Kai Yee

Sara E. Kosted

Sara E. Kosted
Notary Public
My commission expires: 03-13-2024



SIGNED by **WONG SUB TOA STEWART**,
Director

)

For and on behalf of
TRILLION WISDOM LIMITED
兆 惠 有 限 公 司

)
)
) 

.....
Authorized Signature(s)

for and on behalf of the Purchaser

)

~~in the presence of /~~ whose signature is

)

verified by: -

)



Oh Natalie Jou Yang
Mayer Brown
Solicitor, Hong Kong SAR

RECEIVED from the Purchaser the abovementioned)
initial deposit of HONG KONG DOLLARS NINE) HK\$9,000,000.00
MILLION ONLY)

CRS LLP

the Vendor's Solicitors as stakeholders

RECEIVED from the Purchaser the abovementioned)
further deposit of HONG KONG DOLLARS TEN) HK\$10,500,000.00
MILLION AND FIVE HUNDRED THOUSAND ONLY)

CRS LLP

the Vendor's Solicitors as stakeholders