

CONFIDENTIAL

Dated 5 March 2026

BLACKPAPER LIMITED

(as Vendor)

IU KAR HO

and

LUK KA CHUN

(as Vendor's Warrantors)

BRAVE STEED LEGACY LIMITED

驍駿傳奇有限公司

(as Purchaser)

and

MA LIYANG

馬黎陽

(as Purchaser's Warrantor)

relating to the sale and purchase of

175,500,000 shares of the issued share capital of

MOST KWAI CHUNG LIMITED

(a company incorporated in the Cayman Islands with limited liability)

SALE AND PURCHASE AGREEMENT

IMPORTANT NOTE REGARDING REDACTION

Notice of Redacted Information: Please take notice that certain information contained in this document has been redacted. Specifically, the identity card numbers and private residential addresses of Mr. Iu Kar Ho, Mr. Luk Ka Chun, Mr. Ma Liyang has been redacted from this copy. The reason for such redaction is to protect the personal privacy of the individual in accordance with the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong).

Confirmation of Adequacy: The remaining information is considered adequate by Brave Steed Legacy Limited (the "Offeror") and its directors for the purpose of disclosing the nature and significance of the document, and for the Offeror to fulfil its relevant disclosure obligations under the Codes on Takeovers and Mergers and Share Buy-backs.

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SALE AND PURCHASE AGREEMENT

THIS AGREEMENT is made the 5th day of March 2026

BETWEEN:-

- (1) **BLACKPAPER LIMITED**, a company incorporated under the laws of the British Virgin Islands, the registered office of which is at Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands (the “**Vendor**”);
- (2) **IU KAR HO**, holder of Hong Kong Identity Card number [REDACTED], of [REDACTED] (“**Vendor’s Warrantor-1**”);
- (3) **LUK KA CHUN**, holder of Hong Kong Identity Card number [REDACTED], of [REDACTED] (“**Vendor’s Warrantor-2**” and, together with Vendor’s Warrantor-1, the “**Vendor’s Warrantors**”);
- (4) **BRAVE STEED LEGACY LIMITED 驍駿傳奇有限公司**, a company incorporated under the laws of the British Virgin Islands (company number: 2185959), the registered office of which is at OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands (the “**Purchaser**”); and
- (5) **MA LIYANG (馬黎阳)**, holder of Hong Kong resident Identity Card number [REDACTED] of [REDACTED] (the “**Purchaser’s Warrantor**”).

WHEREAS:-

- (A) The Company is a company incorporated in the Cayman Islands with limited liability, whose registered office is at PO Box 309, Uglan House, Grand Cayman, KY1-1104, Cayman Islands, and whose principal place of business in Hong Kong is at Unit 8, 16/F, Block B, Tung Chun Industrial Building, 11-13 Tai Yuen Street, Kwai Chung, New Territories, Hong Kong and as at the date hereof has an issued capital of HK\$2,700,000, comprising 270,000,000 Shares which are fully paid up.
- (B) The Shares are listed and dealt in on the Main Board of the Hong Kong Stock Exchange (Stock code: 1716).
- (C) As at the date of this Agreement, the Vendor is the legal and beneficial owner of (among others) 175,500,000 Sale Shares, representing sixty-five per cent. (65%), of the existing issued share capital of the Company.
- (D) The Vendor has agreed to sell, and the Purchaser has agreed to purchase, the Sale Shares, and the Purchaser has agreed to make the Offer, in each case, on the terms but subject to the conditions set out in this Agreement.
- (E) The Vendor’s Warrantors, being shareholders of the Vendor, jointly and severally guarantee the Vendor’s due performance of its obligations under this Agreement.
- (F) The Purchaser’s Warrantor, being the sole shareholder of the Purchaser, guarantees the Purchaser’s due performance of its obligations under this Agreement.

The Parties hereto agree as follows:-

1. DEFINITIONS

1.1 In this Agreement, including the recitals and the Schedules, unless the context otherwise requires, the following terms have the respective meanings set opposite them:-

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| “Accounts Date” | means 31 March 2025; |
| “acting in concert” | has the meaning ascribed thereto in the Takeovers Codes; |
| “Agreement” | means this agreement as amended or varied from time to time; |
| “Audited Accounts” | means the published audited consolidated financial statements of the Company and its subsidiaries for the financial year ended on the Accounts Date; |
| “associate” | has the same meaning as defined in the Listing Rules; |
| “Board” | the board of Directors of the Company; |
| “business day” | means a day on which banks in Hong Kong are open for business, other than:- (i) a Saturday or a Sunday; or (ii) a day on which a tropical cyclone warning signal no. 8 or above or a black rainstorm warning signal is hoisted in Hong Kong at any time between 9:00 a.m. and 5:00 p.m.; |
| “CCASS” | means the Central Clearing and Settlement System established and operated by Hong Kong Securities Clearing Company Limited; |
| “Claims” | means any claims, demand, dispute, action, suit, investigation or legal or analogous proceedings under this Agreement and the deed of indemnity; |
| “Companies Ordinance” | means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong); |
| “Company” | means MOST KWAI CHUNG LIMITED, a company incorporated under the laws of the Cayman Islands with limited liability, details of which are more particularly set out in Part A of Schedule 1; |
| “Completion” | means completion of the sale and purchase of all the Sale Shares pursuant to this Agreement, by the performance by the Parties of the several obligations contained in Clause 5; |

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| “Completion Date” | means the date of Completion; |
| “Consideration” | means the total consideration payable by the Purchaser to the Vendor mentioned in Clause 2.2; |
| “connected persons” | has the meaning ascribed to it in the Listing Rules; |
| “Directors” | means the directors of the Company, and a list of the current directors of the Company is set out in Part A of Schedule 1; |
| “Disclosed” | means those matters or information disclosed in this Agreement (including the Recitals and Schedules), all the prospectus, announcements, circulars, notices, forms and correspondences issued by the Company on the website of HKEx news (hkexnews.hk/) and the documents supplied by the Vendor to the Purchaser prior to the date of this Agreement; |
| “Encumbrance” | <p>means</p> <ul style="list-style-type: none"> (i) any mortgage, charge, pledge, lien, hypothecation, encumbrance or other security arrangement of any kind; (ii) any option, equity, claim, adverse interest or other third party right of any kind; (iii) any arrangement by which any right is subordinated to any right of such third party; or (iv) any contractual right of set-off, <p>including any agreement or commitment to create or procure to create, or to permit or suffer to be created or subsisted any of the above;</p> |
| “Executive” | means the Executive Director of the Corporate Finance Division of the SFC or any delegates of the Executive Director; |
| “General Rules” | means the General Rules of CCASS issued by the HKSCC from time to time; |
| “Governmental Authority” | means any government (or political subdivision of it), whether executive, legislative or judicial in nature, including (without limitation) any agency, authority, board, bureau, commission, court, department or any other instrumentality, in Hong Kong; |
| “Group” | means the group of companies consisting of the |

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| | Company and its Subsidiaries (and “ Group Company ” means any one of them) and the expression “ member of the Group ” shall be construed accordingly; |
| “ HKD ” or “ HK\$ ” | means Hong Kong dollars, the lawful currency of Hong Kong; |
| “ HKSCC ” | means Hong Kong Securities Clearing Company Limited; |
| “ Hong Kong ” | means Hong Kong Special Administrative Region of the People’s Republic of China; |
| “ Hong Kong Stock Exchange ” | means The Stock Exchange of Hong Kong Limited; |
| “ Intellectual Property Rights ” | means trademarks, and domain names in Hong Kong; |
| “ Law ” | means <ul style="list-style-type: none"> (i) any law, statute or statutory provision, regulation, rule, constitutional provision, treaty or rule of common law or equity; (ii) any order, notice or decree of any Governmental Authority or other matter of any kind having the force of law; or (iii) any order, decree, judgment or award of any court, tribunal or arbitrator of Hong Kong; |
| “ Leased Properties ” | means the properties leased by the Group; |
| “ Listing Rules ” | means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited; |
| “ Losses ” | means losses, costs, damages, liabilities, charges, expenses and penalties, including without limitation legal and other professional fees and costs, a reasonable amount in respect of management time, and consequential losses; |
| “ Offer ” | means the unconditional cash offer to be made by Kingston Securities Limited on behalf of the Purchaser (and parties acting in concert with it) in accordance with the Takeovers Codes for the Offer Shares; |
| “ Offer Shares ” | means the existing issued Shares but excluding the Sale Shares and any other Shares owned by the Purchaser and persons acting in concert with it on the Completion Date and/or acquired or |

agreed to be acquired by the Purchaser and persons acting in concert with it while the Offer remains open for acceptance;

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| “Parties” | means the named parties to this Agreement (including the Vendor, the Vendor’s Warrantors, the Purchaser, and the Purchaser’s Warrantor), and “Party” means any one of them; |
| “Purchaser’s Stock Account” | means the following stock account maintained by the Purchaser in the CCASS through its broker: CCASS Participant Name: Kingston Securities Limited Account Holder Name: Brave Steed Legacy Limited Account Number: 56482 |
| “Sale Shares” | means 175,500,000 Shares to be sold by the Vendor to the Purchaser pursuant to this Agreement, representing sixty-five per cent. (65%) of the existing issued share capital of the Company; |
| “SFC” | means the Securities and Futures Commission; |
| “Shares” | means ordinary shares in the issued share capital of the Company; |
| “Subsidiaries” | means the subsidiaries of the Company listed in Part B of Schedule 1; |
| “Takeovers Codes” | means the Hong Kong Code on Takeovers and Mergers; |
| “Tax” or “Taxation” | means any form of taxation (including, but not limited to, deferred taxes), levy, duty, charge, contribution, withholding or impost of whatever nature (including, but not limited to, any related fine, penalty, surcharge or interest) imposed, collected or assessed by or payable to the Inland Revenue Department in Hong Kong; and |
| “Vendor’s Stock Account” | has the meaning ascribed to it under Clause 4.1; and |
| “Warranties” | means the warranties, representations and/or undertakings given or made by the Vendor in this Agreement (including but not limited to Clause 7 and Schedule 3). |

1.2 In this Agreement, including the recitals and the Schedules, unless the context otherwise requires:-

- (i) any references, express or implied, to statutes or statutory provisions shall be

construed as references to those statutes or provisions as respectively amended or re-enacted or as their application is modified by other provisions (whether before or after the date hereof) from time to time and shall include any statutes or provisions of which they are re-enactments (whether with or without modification) and any orders, regulations, instruments or other subordinate legislation under the relevant statute or statutory provision. References to sections of consolidating legislation shall, wherever necessary or appropriate in the context, be construed as including references to the sections of the previous legislation from which the consolidating legislation has been prepared;

- (ii) references to “Clauses” and “Schedules” are references to clauses of, and schedules to, this Agreement;
- (iii) references to this Agreement include this Agreement, the Schedules and all other documents executed in accordance with this Agreement and expressed to be supplemental to this Agreement;
- (iv) the expressions the “**Vendor**”, any “**Vendor’s Warrantor**”, the “**Purchaser**”, and the “**Purchaser’s Warrantor**”, shall, where the context permits, include their respective successors and personal representatives;
- (v) all representations, warranties, undertakings, indemnities, covenants, agreements and obligations given or entered into by more than one person are given or entered into jointly and severally;
- (vi) headings are for convenience only and shall not limit, extend, vary or otherwise affect the construction of any provision of this Agreement;
- (vii) unless the context requires otherwise, words and expressions importing the singular include the plural and vice versa;
- (viii) words and expressions importing one gender include both genders and the neuter, and references to persons include natural persons, bodies corporate or unincorporated, sole proprietorships, partnerships, associations, enterprises, branches and all other forms of organisations and entities;
- (ix) references to a Party include its personal representatives, successors, heirs, beneficiaries, sureties and permitted assigns;
- (x) where any word or expression is given a defined meaning, any other grammatical form of such word or expression (as the case may be) shall have a corresponding meaning;
- (xi) references to writing include any method of producing or reproducing words in a legible and non-transitory form;
- (xii) unless the context requires otherwise, words and expressions defined in the Companies Ordinance shall bear the same respective meanings when used in this Agreement;
- (xiii) references to anything which a Party is required to do or not to do shall include its acts, defaults and omissions, whether:-
 - (a) direct or indirect;

- (b) on its own account; or
- (c) for or through any other person,

and shall include acts, defaults and omissions which it permits or suffers to be done or not done by any other person; and

- (xiv) in construing this Agreement general words shall not be given a restrictive meaning by reason of the fact that they are followed by particular examples intended to be embraced by the general words.

1.3 The Schedules are part of this Agreement and shall have effect accordingly.

2. SALE AND PURCHASE OF THE SALE SHARES

2.1 Subject to the terms and conditions of this Agreement, the Vendor shall sell, as legal and beneficial owner, the Sale Shares and the Purchaser shall purchase, the Sale Shares, free from all Encumbrances and together with all rights now or hereafter attaching to them, including all rights to any dividend or other distribution declared, made or paid on or after the Completion Date.

2.2 The total Consideration for the Sale Shares shall be HK\$122,200,000.

3. OFFER

3.1 The Purchaser undertakes to the Vendor to duly comply with its obligations under the Takeovers Codes, and in particular to make the Offer to holders of the Offer Shares as referred to below in this Clause 3, following and subject to Completion. Following Completion and in accordance with the Takeovers Codes, the Purchaser shall use its best endeavours to procure the despatch of the composite document (which shall include therein the terms of the Offer and such other information as may be required by the Takeovers Codes, the SFC and the Hong Kong Stock Exchange), together with appropriate forms of acceptance and transfer, by such date as is required under the Takeovers Codes (or such later date as may be agreed in writing between the Parties and approved by the SFC) to all holders of the Shares.

3.2 The Purchaser shall announce, or procure the announcement of, as soon as practicable following the date hereof (or as soon thereafter as the announcement submitted by the Company and the Purchaser is cleared by, where applicable, the SFC and the Hong Kong Stock Exchange), amongst other matters, the making of the Offer which Offer will be subject to Completion.

3.3 The Purchaser shall, upon Completion, make or procure the making of the Offer on the following principal terms and conditions:

- (i) the Purchaser shall pay to holders of Offer Shares the sum of at least HK\$0.6963 per Offer Share in cash for each Offer Share accepted under the Offer;
- (ii) seller's ad valorem stamp duty will be payable by accepting holders of Offer Shares and will be deducted from the consideration payable on acceptance of the relevant Offer; and
- (iii) the Offer Shares will be acquired free from all Encumbrances of any kind and together with all rights attaching thereto after the date on which the Offer is made including the right to receive all dividends and distributions declared,

made or paid after the date on which offer document for the Offer is posted to Shareholders or such other date as may be accepted or directed by the SFC.

- 3.4 Each of the Purchaser and the Purchaser's Warrantor hereby undertakes that it shall supply or procure the supply of such information as may be necessary and (i) to address the queries from the Hong Kong Stock Exchange, the SFC and/or any Governmental Authority; (ii) to be included in the documents to be despatched or the announcements to be issued pursuant to the Takeovers Codes and the Listing Rules in connection with the transactions contemplated hereunder, the Offer, take respective responsibility for such information and authorise the publication, despatch and/or release of such documents and announcements.

4. COMPLETION

- 4.1 The Vendor shall, as soon as reasonably practicable following the date of this Agreement, take necessary steps to deposit the Sale Shares into CCASS and to procure the Sale Shares to be credited to the stock account maintained by the Vendor with the relevant CCASS participant (the "**Vendor's Stock Account**"), and shall keep the Purchaser reasonably informed of the progress of such deposit.
- 4.2 Completion shall take place at 9:00 a.m. on the business day immediately following the date on which the Vendor has caused all the Sale Shares to be deposited and credited to the Vendor's Stock Account (or such other date and time as may be agreed by the Purchaser and the Vendor in writing) at the place as may be agreed by the Purchaser and the Vendor in writing.
- 4.3 Completion shall take place by way of delivery-versus-payment settlement through CCASS via the parties' respective brokers.
- 4.4 At Completion, all of the following business shall be transacted:-
- (i) the Vendor shall, and the Vendor's Warrantors shall procure that the Vendor shall, deliver to the Purchaser or procure the delivery of:-
 - (a) one set of duly executed instrument of transfer in respect of the Sale Shares in favour of the Purchaser;
 - (b) one set of bought and sold notes duly executed by the Vendor (on the sold notes only) in respect of the Sale Shares; and
 - (c) a certified copy of a resolution of the board of directors of the Vendor authorising the execution and completion of this Agreement and the transactions contemplated under this Agreement;
 - (ii) the Purchaser shall:
 - (a) deliver to the Vendor the following documents:
 - (1) a certified true copy of a resolution of its board of directors, authorising the execution and completion of this Agreement and the transactions contemplated under this Agreement;
 - (2) a certified true copy of certificate of incorporation of the Purchaser;
 - (3) a certified true copy of certificate of good standing of the

Purchaser issued not earlier than ten (10) business days prior to the Completion Date;

- (4) a certified true copy of certificate of incumbency of the Purchaser issued not earlier than ten (10) business days prior to the Completion Date; and
 - (5) signed letters of consent to act as Director (and, where applicable, company secretary of the Company) from each person nominated by the Purchaser for appointment to the Board in a form reasonably acceptable to the Vendor;
- (b) countersign the instrument of transfer and the bought and sold notes in respect of the Sale Shares as referred to in Clause 4.4(i)(a) and (b); and
- (c) arrange for stamping of the executed instrument of transfer and the bought and sold notes (the “**Stamped Transfer Documents**”) with the Inland Revenue Department of Hong Kong, with stamp duty payable by way of cashier order drawn on a licensed bank in Hong Kong;
- (iii) upon receipt of the Stamped Transfer Documents, the Parties shall procure that the brokers of the Vendor and the Purchaser shall arrange settlement of the sale and purchase of the Sale Shares on a delivery-versus-payment basis through CCASS with:
- (a) the Sale Shares being credited to the Purchaser’s Stock Account; and
 - (b) the Consideration being paid to the Vendor,
- in each case in accordance with the General Rules of CCASS and the market practice of the Stock Exchange; and
- (iv) the Vendor shall, and the Vendor’s Warrantors shall procure that the Vendor shall, deliver to the Purchaser or procure the delivery of a cheque payable to the Purchaser for the amount of the stamp duty payable on the part of the Vendor for the Sale Shares; and
- (v) the Vendor shall, and the Vendor’s Warrantors shall procure that the Vendor shall:-
- (a) use its best endeavours to procure that the Company to take such corporation actions as may be reasonably necessary to facilitate the appointment of such persons as the Purchaser may nominate to be validly appointed (by procuring the necessary board resolutions of the Company to be passed approving the same) as Directors and company secretary of the Company with effect from the earliest time permitted under the Takeovers Codes (or such later date as may be required by the Purchaser in writing), provided that nothing in this Clause shall oblige the Vendor or any Director to act in a manner inconsistent with any applicable law, regulation or fiduciary duty;
 - (b) cause the executive Directors and company secretary of the Company to give notice (in substantially the form as set out in Schedule 2) to resign as executive Directors and/or company secretary of the Company (and procure the necessary board resolutions of the

Company to be passed by the Completion Date noting the same) with effect from the date immediately following the date of completion of the Offer; and

- (c) give instructions to the banks to change of signing authorities for all bank accounts of the Company and its subsidiaries with effect from the effective date of the appointment of the new Directors nominated by the Purchaser under Clause 4.4(ii)(a); and
- (d) cause all the statutory and other books and records (including financial records) of each member of the Group and their respective certificates of incorporation, current business registration certificates and common seals of each member of the Group to be maintained in the office(s) of the respective member of the Group.

4.5 Without prejudice to any other remedies available, if any of the obligations of a Party under this Clause 4 are not complied with in any respect by such Party on the Completion Date, any other Party (the "**Non-Defaulting Party**") may:-

- (i) defer Completion to a date not more than 28 days after the Completion Date (and so that the provisions of this Clause 4 shall apply to Completion as so deferred);
- (ii) proceed to Completion so far as practicable (without prejudice to the Non-Defaulting Party's rights hereunder); or
- (iii) rescind its obligations under this Agreement without prejudice to any accrued right it may have.

5. FURTHER OBLIGATIONS OF THE PARTIES

5.1 During the period from the date of this Agreement and ending on the date on which the directors nominated by the Purchaser are appointed to the board of directors of the Company pursuant to Clause 4.4(ii)(a), the Vendor and the Vendor's Warrantors shall use their respective reasonable endeavours to procure that each member of the Group shall not, without the prior written consent of the Purchaser:

- (a) take any frustrating action (as defined under Rule 4 to the Takeovers Code);
- (b) create or permit to arise any Encumbrance on or in respect of any of its undertaking, property or assets or enter into any contract, commitment or arrangement;
- (c) issue or agree to issue any shares, warrants, share options or other securities or loan capital or grant or agree to grant any option over or right to acquire or convert into any share or loan capital;
- (d) declare, pay or make any dividends or other distributions in respect of its profits or capital;
- (e) give any guarantee or indemnity for or otherwise secure the liabilities or obligations of any person save and except for the Company and the Subsidiaries and save in the ordinary course of business;
- (f) sell, transfer, lease, assign or otherwise dispose of any part of its undertaking, property or assets (or any interest therein) or contract so to do other than in the ordinary course of business;

- (g) cease to carry on any of its existing business, or carry on any business which constitutes a deviation from the business currently carried on by it;
- (h) alter its financial year end;
- (i) amend the accounting policies or reporting practices previously adopted by it; and/or
- (j) do, allow or procure any act or omission which would constitute a breach of any of the Warranties.

6. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS BY THE VENDOR

6.1 The Vendor and the Vendor's Warrantors hereby jointly and severally, irrevocably and unconditionally represent, warrant and undertake to the Purchaser that each of the statements set out in Schedule 3 shall at Completion be true and accurate in all material respects and not misleading in any material respect, save as Disclosed.

6.2 The Vendor and the Vendor's Warrantors hereby further jointly and severally represent, warrant and undertake to the Purchaser that at Completion:-

- (i) the aggregate amount of the unpledged cash and bank balances of the Group (on a consolidated basis) shall be not less than HK\$40,000,000;
- (ii) the Group (on a consolidated basis) shall be in a net asset position whereby the total assets of the Group exceed the total liabilities of the Group; and
- (iii) none of Company or any of its Subsidiaries is a party to, or otherwise subject to any liability under, any corporate guarantee, indemnity, suretyship or similar assurance in respect of any indebtedness or obligation of any person other than another member of the Group.

6.3 Neither the Vendor nor the Vendor's Warrantors shall be liable for any breach of the Warranties:

- (i) which would not have arisen but for a voluntary act, omission or transaction after the date of this Agreement on the part of the Purchaser or after the Completion Date on the part of the Company which could have been avoided or carried out and which was not in the ordinary course of business or which arises from something done at the Purchaser's express request or with its consent;
- (ii) which arises as a result of legislation or regulation which comes into force after the date of this Agreement and which is retrospective in effect; and
- (iii) to the extent that provision or reserve in respect of such liability has been made in the Audited Accounts.

6.4 The aggregate liability of the Vendor and the Vendor's Warrantors in respect of any Claims shall be limited as follows:

- (i) neither the Vendor nor the Vendor's Warrantors shall not be liable in respect of any Claim unless written notice of such Claim (stating in reasonable detail the specific matters in respect of which the Claim is made and the amount claimed) is given by or on behalf of the Purchaser to the Vendor before the date falling

24 months after the Completion Date;

- (ii) any Claim notified under Clause 6.4(i) which has not previously been satisfied, settled or withdrawn shall become fully barred and unenforceable against the Vendor and the Vendor's Warrantors (and shall be deemed to have been withdrawn) on the expiry of the period of 12 months starting on the date of notification of the Claim, unless proceedings in respect of the Claim shall previously have been issued and served on the Vendor;
- (iv) the maximum aggregate amount of the liability of the Vendor in respect of the aggregate of all Claims shall not exceed HK\$80,000,000;
- (v) the maximum aggregate amount of the liability of each Vendor's Warrantor in respect of the aggregate of all Claims shall not exceed HK\$40,000,000; and
- (iv) neither the Vendor nor the Vendor's Warrantors shall have any liability whatsoever in respect of any individual Claim unless and until the amount that would be recoverable from the Vendor and/or the Vendor's Warrantors (but for this Clause) in respect of that Claim when aggregated with any other amounts so recoverable in respect of other Claims exceeds HK\$200,000.

6.5 The Purchaser undertakes to the Vendor that the Purchaser shall, upon any claim, action, demand or assessment being made or issued against the Purchaser or any Group Company which could lead to a Claim by the Purchaser for breach of the Warranties under this Agreement, give notice thereof to the Vendor as soon as reasonably practicable.

6.6 The Purchaser shall not be entitled to recover damages more than once in respect of the same loss.

6.7 Subject always to Clauses 6.3, 6.4 and 6.6, the Vendor's Warrantors, each as principal debtor and primary obligor, shall on demand jointly and severally indemnify and keep indemnified and hold harmless in full the Purchaser (for itself and on behalf of the Group) from and against any Claim from time to time in any jurisdiction against or otherwise involving the Purchaser and/or any Group Company and from all Losses which the Purchaser or any Group Company may, directly or indirectly, suffer or incur from time to time (including all Losses incurred in disputing any Claim and/or in establishing a right to be indemnified pursuant to this Clause 6 and/or in seeking advice regarding any Claim or in any way related to or in connection with the indemnity in this Clause 6), in any such case arising out of, based upon or in connection with, whether directly or indirectly, any breach or alleged breach of the representations, Warranties, undertakings and covenants of the Vendor contained in this Agreement, and any failure or alleged failure of the Vendor to perform its obligations under this Agreement.

7. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS BY THE PURCHASER

7.1 The Purchaser and the Purchaser's Warrantor hereby jointly and severally, irrevocably and unconditionally represent, warrant and undertake to the Vendor that as at the date of this Agreement and as at Completion:

- (i) the Purchaser is a company duly incorporated, validly existing and in good standing in all respects under the Laws of the jurisdiction of its incorporation

with full power and authority to own its assets and to carry on its business as it is now being conducted;

- (ii) the Purchaser's Warrantor is aged 18 or above and is of sound mind, and has full legal right and capacity to enter into and perform this Agreement and any other documents he has entered into under or relating to this Agreement and to perform his obligations under this Agreement;
- (iii) the execution of this Agreement and all other ancillary documents on behalf of the Purchaser and the Purchaser's Warrantor has been validly authorised and the obligations expressed as being assumed by it under each such agreement constitutes its valid, legal and binding obligations enforceable against it in accordance with their terms;
- (iv) neither the execution nor delivery by the Purchaser and the Purchaser's Warrantor of this Agreement or any ancillary document nor the performance or observance of any of its obligations thereunder, does or shall conflict with, or result in any breach or violation of, any judgment, order or decree, trust deed, mortgage, agreement or other instrument or arrangement or Law by which the Purchaser or the Purchaser's Warrantor is bound;
- (v) each of the Purchaser and the Purchaser's Warrantor is not bankrupt, in receivership, liquidation or analogous process, has not taken any steps to enter into liquidation and no petition has been presented for its winding-up and there are no grounds on which a petition or application could be based for its winding up or appointment of a receiver of its assets;
- (vi) the Purchaser has, and will have at Completion, sufficient immediately available and unencumbered funds in Hong Kong to satisfy in full: (a) the Consideration payable to the Vendor under this Agreement; and (b) all financial obligations arising from or in connection with the Offer;
- (vii) all funds to be applied towards payment of the Consideration and all the financial obligations under the Offer are derived from clean, legitimate and lawful sources, are not proceeds of any criminal conduct or unlawful activity, and have not been obtained, directly or indirectly, in breach of any applicable law or regulation, and it shall provide such supporting documentation or confirmations as the Vendor may reasonably request to verify the same;
- (viii) each of the Purchaser and its director(s) and shareholder(s) is, and has at all times been, in full compliance with all applicable anti-money laundering, counter-terrorist financing and sanctions laws and regulations, including but not limited to the Anti-Money Laundering and Counter-Terrorist Financing Ordinance (Chapter 615 of the Laws of Hong Kong), and all relevant international sanctions regimes (including United Nations, United States, United Kingdom and European Union sanctions);
- (ix) the use of any funds for payment under this Agreement or for the Offer will not result in the Vendor, its affiliates or any of their respective officers or controllers, being in breach of, or subject to investigation under, any such laws; and
- (x) there is no pending or threatened investigation, proceeding or enforcement action by any governmental, regulatory or enforcement authority against the Purchaser or any of its directors, shareholders, officers or ultimate beneficial owners that might adversely affect the Purchaser's ability to complete the

transactions contemplated under this Agreement or to comply with the Takeovers Code.

- 7.2 Any breach of the representations and warranties in this Clause 7, or any circumstances which would render any of them untrue or inaccurate or misleading in any respect prior to Completion, shall constitute a material default on the part of the Purchaser, entitling the Vendor (without prejudice to any other rights or remedies it may have) to terminate this Agreement forthwith.
- 7.3 The Purchaser's Warrantor, as principal debtor and primary obligor, shall:
- (i) if, and each time that, the Purchaser fails to make any payment to the Vendor when it is due under or pursuant to this agreement, on demand (without requiring the Vendor or any other person first to take steps against the Vendor or any other person) pay that amount in accordance with this Agreement to the Vendor as if the Purchaser's Warrantor were the principal obligor in respect of that amount; and
 - (ii) on demand indemnify and keep indemnified and hold harmless in full the Vendor from and against any Claim from time to time in any jurisdiction against or otherwise involving the Vendor and from all Losses which the Vendor may, directly or indirectly, suffer or incur from time to time (including all Losses incurred in disputing any Claim and/or in establishing a right to be indemnified pursuant to this Clause 7 and/or in seeking advice regarding any Claim or in any way related to or in connection with the indemnity in this Clause 7), in any such case arising out of, based upon or in connection with, whether directly or indirectly, any breach or alleged breach of the representations, warranties, undertakings and covenants of the Purchaser contained in this Agreement, and any failure or alleged failure of the Purchaser to perform its obligations under this Agreement.

8. RESTRICTION ON ANNOUNCEMENT AND DISCLOSURE

- 8.1 None of the Parties shall, without the prior written consent of the other Parties, disclose the terms of, or any matters referred to in, this Agreement except to its/his professional advisers and directors and officers and senior management whose province it is to know such terms or matters and to those persons to whom it may be necessary to disclose such terms or matters for the purpose of or in connection with this Agreement or the Offer and subject as required by Law or by the SFC and/or the Hong Kong Stock Exchange and/or any other stock exchanges or by virtue of the Takeovers Codes or of any other regulatory requirements.
- 8.2 Subject as provided in Clause 8.3, none of the Parties shall make any public announcement in relation to the transactions the terms of which are set out in this Agreement or the transactions or arrangements hereby contemplated or herein referred to or any matter ancillary hereto or thereto without the respective prior written consents of the other Parties (which consents shall not be unreasonably withheld or delayed).
- 8.3 This Clause 8 shall not apply to any announcement required to be made pursuant to the Takeovers Codes or the Listing Rules as to the contents of which the Party making the same shall have consulted and agreed with the other Parties and obtained approval from the SFC, and/or the Hong Kong Stock Exchange as may be required.

9. FURTHER ASSURANCES

Each Party undertakes with the other Parties that it will execute all such documents and do all such acts and things as the other Parties or any of them may at any time and from time to time reasonably request and as may be lawful and within its power to do to carry into effect or to give legal effect to the provisions in this Agreement and the transactions contemplated in this Agreement.

10. CONTINUING EFFECT

All provisions of this Agreement shall, insofar as they are capable of being performed or observed, continue in full force and effect notwithstanding any completion of this Agreement, save in respect of those matters then already performed.

11. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding between the Parties in relation to the transactions contemplated by this Agreement, and supersedes and cancels in all respects all previous letters of intent, correspondence, understandings, agreements and undertakings (if any) between the Parties with respect to the subject matter of this Agreement, whether such be written or oral.

12. SEVERABILITY

If at any time one or more of the provisions of this Agreement is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, the validity, legality, enforceability or performance of the remaining provisions of this Agreement shall not thereby in any way be affected or impaired.

13. WAIVER AND OTHER RIGHTS

13.1 No single or partial exercise of, or failure or omission to exercise or delay in exercising any right, power, claim or remedy vested in any Party under or pursuant to this Agreement or otherwise shall affect, prejudice or constitute a waiver by such Party of such or any other right, power, claim or remedy.

13.2 Any right, power, claim or remedy expressly conferred upon any Party under this Agreement shall be in addition to and without prejudice to all other rights, powers, claims and remedies which would otherwise be available to such Party under this Agreement or at Law.

14. NOTICES

14.1 Any notice, demand or other communication to be given by a Party to any other Party under this Agreement shall be in writing, and shall be deemed duly served if:-

- (i) delivered personally;
- (ii) sent by prepaid registered post; or
- (iii) sent by facsimile transmission,

to the address or facsimile number (as the case may be) of such other Party previously notified in writing to the Party serving the same (and, in the case of any subsequent change of the address or facsimile number, such notification shall be given in accordance with the provisions of this Agreement and shall state in clear terms the intention to change the address or facsimile number, as the case may be).

- 14.2 A notice, demand or other communication shall be deemed served:-
- (i) if delivered personally, at the time of delivery;
 - (ii) if sent by post, at the expiration of two business days (for local addresses in Hong Kong) or five business days (for any other overseas address) after the envelope containing the same has been delivered into the custody of the postal authorities; and
 - (iii) if sent by facsimile transmission, upon receipt by the Party giving the same of machine printed confirmation of such transmission.
- 14.3 In proving the service of any notice, demand or other communication, it shall be sufficient to prove that:-
- (i) in the case of personal delivery, the same has been delivered or left at the address, or the postal box of such address, of the Party to be served on;
 - (ii) in the case of a mail, the envelope containing the same has been properly addressed, delivered into the custody of the postal authorities and duly stamped; and
 - (iii) in the case of a facsimile transmission, the same has been duly transmitted to the facsimile number of the Party to be served on.
- 14.4 For the purposes of this Clause 14, the initial address and facsimile number of each Party are:-

The Purchaser

Address: Unit 1003, 10/F., Tower 2, Silvercord, 30 Canton Road, Tsim Sha Tsui, Hong Kong
Facsimile number: +852 3586-3495
Attention: Golden Horse Hong Kong Limited

The Purchaser's Warrantor

Address: Unit 1003, 10/F., Tower 2, Silvercord, 30 Canton Road, Tsim Sha Tsui, Hong Kong
Facsimile number: +852 3586-3495
Attention: Golden Horse Hong Kong Limited

The Vendor

Address: Flat 411, Block A, 4/A, Chuan Yuan Factory Building, 342-344 Kwun Tong Road, Kowloon, Hong Kong
Attention: The Board of Directors

The Vendor's Warrantor-1

Address: [REDACTED]
Attention: Mr. Iu Kar Ho

The Vendor's Warrantor-2

Address:

Attention:

Mr. Luk Ka Chun

15. TIME

Time shall be of the essence of this Agreement, both as regards the dates and periods specifically mentioned in this Agreement and as to any date and period which may by written agreement between or on behalf of the Parties be substituted for them.

16. ASSIGNMENT

This Agreement shall be binding on and shall enure for the benefit of the successors and assignees of the Parties. None of the Parties may assign any of its rights or obligations under this Agreement without the prior consent of the other Parties in writing.

17. COST AND EXPENSES

17.1 Each Party shall bear all its own legal and professional fees, costs and expenses of and incidental to the negotiation, preparation, execution and completion of this Agreement. For the avoidance of doubt, any costs, expenses and/or disbursements incurred by the Company as a result of or in relation to the transactions contemplated under this Agreement (including the transfer of the Sale Shares and the making, implementation or completion of the Offer) shall be borne and paid by the Company, and the Purchaser shall not object to any payment by the Company of such costs, expenses and disbursements for so long as the payment thereof would not result in the aggregate unaudited cash, cash equivalents and bank balances of the Group (on a consolidated basis) falling below HK\$40,000,000 immediately following completion of the Offer.

17.2 The stamp duty payable on the transfer of the Sale Shares pursuant to this Agreement shall be borne by the Purchaser and the Vendor in equal shares.

18. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by any Party on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts together shall constitute one and the same instrument.

19. GOVERNING LAW AND JURISDICTION

19.1 This Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong.

19.2 The Parties submit to the non-exclusive jurisdiction of the courts of Hong Kong.

19.3 The Purchaser hereby irrevocably appoints Golden Horse Hong Kong Limited of Unit 1003, 10/F., Tower 2, Silvercord, 30Canton Road, Tsim Sha Tsui, Hong Kong as its agent to receive and acknowledge on its behalf service of any writ, summons, order, judgment or other notice of legal process in Hong Kong. If for any reason the agent named above (or its successor) no longer serves as agent of the Purchaser for this purpose, the Purchaser shall promptly appoint a successor agent satisfactory to the Vendor, notify the Vendor thereof and deliver to the Vendor a copy of the new process agent's acceptance of appointment provided that until the Vendor receives such

notification, it shall be entitled to treat the agent named above (or its said successor) as the agent of the Purchaser for the purposes of this Clause 19.3. The Purchaser agrees that any such legal process shall be sufficiently served on it if delivered to such agent for service at its address for the time being in Hong Kong whether or not such agent gives notice thereof to the Purchaser.

- 19.4 The Vendor hereby irrevocably appoints Alpha King Corporate Advisory Services Limited of Flat 411, Block A, 4/A, Chuan Yuan Factory Building, 342-344 Kwun Tong Road, Kowloon, Hong Kong as its agent to receive and acknowledge on its behalf service of any writ, summons, order, judgment or other notice of legal process in Hong Kong. If for any reason the agent named above (or its successor) no longer serves as agent of the Vendor for this purpose, the Vendor shall promptly appoint a successor agent satisfactory to the Purchaser, notify the Purchaser thereof and deliver to the Purchaser a copy of the new process agent's acceptance of appointment provided that until the Purchaser receives such notification, it shall be entitled to treat the agent named above (or its said successor) as the agent of the Vendor for the purposes of this Clause 19.4. The Vendor agrees that any such legal process shall be sufficiently served on it if delivered to such agent for service at its address for the time being in Hong Kong whether or not such agent gives notice thereof to the Vendor.

20. RIGHTS OF THIRD PARTIES

- 20.1 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any term of this Agreement.
- 20.2 Notwithstanding the foregoing, the consent of any person who is not a Party is not required to rescind, vary or terminate this Agreement or any of its terms, whether or not in a way that extinguishes or alters any such person's entitlement (if any) under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong).

21. INDEPENDENT LEGAL ADVICE

Each of the Purchaser and the Purchaser's Warrantor acknowledges and agrees that Messrs. P. C. Woo & Co. has been engaged solely as legal adviser to the Vendor in connection with the negotiation, preparation and execution of this Agreement and the transactions contemplated hereby. Each of the Purchaser and the Purchaser's Warrantor further acknowledges that it has not received, and will not rely upon, any advice, representation or opinion (whether legal, regulatory, financial or otherwise) from Messrs. P. C. Woo & Co. and that it has been advised to obtain independent legal and professional advice of its own before executing this Agreement.

(Schedules and Execution Pages follow)

SCHEDULE 1 – PART A**Particulars of the Company**

| | |
|------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Company Name: | Most Kwai Chung Limited |
| Date of Incorporation: | 8 June 2017 |
| Place of Incorporation: | Cayman Islands |
| Company No.: | MC-323708 |
| Business Registration No.: | 67997604 |
| Issued Share Capital: | 270,000,000 (as at 5 March 2026) |
| Directors: | <u>Executive directors:</u> Mr. Lu Kar Ho (Chairman) Mr. Luk Ka Chun Ms. Leung Hoi Yui <u>Independent non-executive directors:</u> Mr. Leung Wai Man Mr. Ho Kwong Yu Mr. Leung Ting Yuk |
| Secretary: | Mr. Lo Tai On |
| Registered office: | PO Box 309, Uglan House, Grand Cayman, KY1-1104, Cayman Islands |
| Headquarters and Principle Place of Business in Hong Kong: | Unit 8, 16/F, Block B, Tung Chun Industrial Building, 11-13 Tai Yuen Street, Kwai Chung, New Territories, Hong Kong |
| Latest Audited Accounts Date: | 31 March 2025 |

SCHEDULE 1 – PART B

Particulars of the Subsidiaries

| Company Name (Eng) | Company Name (Chi) | Incorporation Place | % Holding | Shareholders |
|--------------------------------------|---------------------------|----------------------------|------------------|-------------------------------|
| Most Kwai Chung (BVI) Limited | N/A | BVI | 100% | Most Kwai Chung Limited |
| General Productions Limited | N/A | BVI | 100% | Most Kwai Chung (BVI) Limited |
| Most Company A Limited | N/A | BVI | 100% | Most Kwai Chung (BVI) Limited |
| Most Company B Limited | N/A | BVI | 100% | Most Kwai Chung (BVI) Limited |
| Most Company C Limited | N/A | BVI | 100% | Most Kwai Chung (BVI) Limited |
| Most Company D Limited | N/A | BVI | 100% | Most Kwai Chung (BVI) Limited |
| Most Multimedia Limited | N/A | BVI | 100% | Most Kwai Chung (BVI) Limited |
| Most Publishing Limited | N/A | BVI | 100% | Most Kwai Chung (BVI) Limited |
| Number Eighteen Limited | N/A | BVI | 100% | Most Kwai Chung (BVI) Limited |
| French Rotational Production Limited | N/A | HK | 100% | General Productions Limited |
| General Manager Management Limited | 總經理人有限公司 | HK | 100% | General Productions Limited |
| Grandmother Limited | N/A | HK | 100% | General Productions Limited |
| Hidden Jam Limited | N/A | HK | 70% | Most Company B Limited |
| Club 80 Limited | 會八十有限公司 | HK | 97% | Most Company B Limited |
| Toilet Ideas Limited | N/A | HK | 100% | Most Company B Limited |
| Antisocial Media Limited | N/A | HK | 60% | Most Company B Limited |
| To Be Honest Limited | N/A | HK | 51% | Most Company C Limited |
| Breadmood Limited | N/A | HK | 100% | Most Company D Limited |
| Most London Limited | N/A | UK | 100% | Most Company D Limited |
| Burn Brain Club Limited | 燒腦會有限公司 | HK | 55% | Most Company D Limited |
| Blackpaper Limited | 黑紙有限公司 | HK | 100% | Most Multimedia Limited |
| TV Most Broadcasts Limited | 毛記電視廣播有限公司 | HK | 100% | Most Multimedia Limited |

| | | | | |
|-------------------------------|----------|----|------|-------------------------|
| Whitepaper Publishing Limited | 白卷出版有限公司 | HK | 100% | Most Publishing Limited |
| Mosaic Music Limited | N/A | HK | 100% | Number Eighteen Limited |

SCHEDULE 3

The Warranties

In this Schedule, save for and to the extent the context otherwise requires, references to the "Company" shall be construed as a reference to each member of the Group individually and each representation, warranty or undertaking shall be deemed to have been given in respect of each member of the Group.

1. The Sale Shares and Capacity of the Vendor and the Vendor's Warrantors

- (A) The Vendor:
- (i) is the sole legal owner of the Sale Shares; and
 - (ii) has all necessary authority and power to enter into and perform this Agreement and to carry out its obligations pursuant to this Agreement.
- (B) The Sale Shares represent sixty-five per cent. (65%) of all of the issued ordinary shares in the capital of the Company. All of the Sale Shares are fully paid and rank pari passu with other existing Shares in all respects.
- (C) Other than the Sale Shares, neither the Vendor nor any of the Vendor's Warrantors have any direct or indirect interest in any other Shares or any securities convertible into Shares.
- (D) The Vendor is a company duly incorporated, validly existing and in good standing in all respects under the Laws of the jurisdiction of its incorporation with full power and authority to own its assets and to carry on its business as it is now being conducted.
- (E) Each of the Vendor's Warrantors is aged 18 or above and is of sound mind, and has full legal right and capacity to enter into and perform this Agreement and any other documents he has entered into under or relating to this Agreement and to perform his obligations under this Agreement.
- (F) The execution of this Agreement and all other ancillary documents on behalf of the Vendor has been validly authorised and the obligations expressed as being assumed by each of the Vendor and the Vendor's Warrantors under each such agreement constitutes its valid, legal and binding obligations enforceable against it in accordance with their terms.
- (G) Neither the execution nor delivery by the Vendor nor any of the Vendor's Warrantors of this Agreement or any ancillary document nor the performance or observance of any of its obligations thereunder, does or shall conflict with, or result in any breach or violation of, any judgment, order or decree, trust deed, mortgage, agreement or other instrument or arrangement or Law by which the Vendor or any of the Vendor's Warrantors is bound.
- (H) Neither the Vendor nor any of the Vendor's Warrantors is bankrupt, in receivership, liquidation or analogous process, has taken any steps to enter into liquidation or bankruptcy (as the case may be) and no petition has been presented for its winding-up or bankruptcy (as the case may be) and there are no grounds on which a petition or application could be based for its winding up or bankruptcy (as the case may be) or appointment of a receiver or bankruptcy trustee of its assets.
- (I) At Completion, the Sale Shares shall be free and clear of any Encumbrance

whatsoever and the same shall be fully transferable by the Vendor without the consent or approval of any of the Vendor's Warrantors or any third party.

2. General Information of the Company

The information set out in Schedules 1 and Recitals (A), (B) (C) and (E) are true, accurate and complete in all material respects.

3. Share Capital

- (A) All the issued shares of the Company were allotted and issued fully paid or credited as fully paid in accordance with the relevant constitutional documents of the Company and in compliance with all relevant Laws and rank pari passu in all respects inter se.
- (B) Save as Disclosed, all the issued shares of the Subsidiaries are free from any Encumbrances of whatsoever nature and together with all rights and entitlements attaching thereto.

4. Compliance with Legal Requirements

The Company has duly and properly complied in all material respect with all filing and registration requirements in respect of corporate or other documents imposed under the relevant Laws of the jurisdiction in which it was incorporated.

5. Shares

- (A) There is no Encumbrance on, over or affecting any part of the unissued share capital or loan capital of the Company and there is no agreement or commitment to give or create any of the foregoing and no claim has been made by any person to be entitled to any of the foregoing which has not been waived in its entirety or satisfied in full.
- (B) There is no agreement or commitment outstanding which calls for the allotment of or issue or accords to any person the right to call for the allotment or issue of any shares in or securities or debentures of the Company.

6. Corporate Matters

The minutes books of directors' meetings and of shareholders' meetings respectively contain full and accurate records of all resolutions passed by the directors and the shareholders respectively of the Company and no resolutions have been passed by either the directors or the shareholders of the Company which are not recorded in the relevant minute books.

7. Accounts

- (A) The Audited Accounts (subject to the disclosures made therein):
 - (i) were prepared in accordance with applicable Laws and with Hong Kong Financial Reporting Standards at the time they were prepared;
 - (ii) are complete and accurate in all material respects;
 - (iii) give a true and fair view of the consolidated financial position of the Group at the Accounts Date and of the Group's results for the financial period ended on that date and no event has occurred that has resulted in the results of the Group in respect of the period covered by the Audited Accounts being

abnormally high or low; and

- (iv) were not adversely affected by any unusual, exceptional, extraordinary or non-recurring items which are not disclosed therein.
- (B) The accounting and other books and records of the Company are in its possession, have been properly written up and accurately present and reflect in accordance with generally accepted accounting principles and standards all the transactions entered into by the Company or to which the Company has been a party and there are at the date hereof no inaccuracies or discrepancies of any kind contained or reflected in any of the said books and records.
- (C) No part of the amounts included in the Audited Accounts or subsequently recorded in the books of the Company, as owing by any debtors, has been released on terms that any debtor pays less than the full book value of its debt, or has been written off, or has been proven to any extent to be irrecoverable, or is now regarded by the Company (as the case may be) as irrevocable in whole or in part.
- (D) Since the Accounts Date, no dividend has been declared or paid or other distributions of capital made in respect of any share capital of the Company and no loans or loan capital have been repaid by the Company in whole or in part.
- (E) Save (i) as Disclosed; (ii) for any costs, expenses and/or disbursements incurred or that may be incurred by the Company as a result of or in relation to the transactions contemplated under this Agreement (including the transfer of the Sale Shares and the making, implementation or completion of the Offer); and (iii) for any cash bonus, incentive other discretionary payments made or payable to employees of the Group, there has been no material adverse change in the overall financial position of the Group as a whole (which, for the purposes of this Warranty, the overall financial position shall be assessed by viewing the Group's revenue, net profit, assets, liabilities and cash position taken as a whole) arising from its normal business activities since the Accounts Date.
- (F) The provisions (if any) included in the Audited Accounts are sufficient to cover all Taxation in respect of all periods ending on or before the Accounts Date for which the Company was then or might at any time thereafter become or have become liable.
- (G) Since the Accounts Date and save as Disclosed, the Company or any of its subsidiaries has not entered into any unusual or abnormal contracts, contracts not entered into on an arm's length basis, or not on normal commercial term or unreasonably onerous (other than contracts entered into in the ordinary course of its business) and there has not been any acquisition or disposal by the Company and/or any of its subsidiaries of any fixed or capital assets or any agreement to effect the same.

8. Business

- (A) The Company has not manufactured, sold or provided any product or service which does not in any material respect comply with all applicable Laws in Hong Kong.
- (B) Since the Accounts Date:
 - (i) the business of the Company has been continued in the ordinary and normal course;
 - (ii) no part of the business of the Company has been affected by any abnormal

factor in any material respect; and

- (iii) the Company has been paying its creditors in respect of all of its debts which have become due and payable in its ordinary course of business.

9. Financial Matters

Saved as Disclosed, the Company does not have any material capital commitment or is engaged in any scheme or project requiring the expenditure of capital of a significant amount.

10. Employment Arrangements

Save for the employment contract of Ms. Leung Hoi Yui (an executive Director and the general manager of the Group) which can be terminated without payment of compensation by not more than six months' notice, all contracts of service to which the Company is a party can be terminated by it without payment of compensation by not more than three months' notice or less without compensation (other than compensation required to be paid in accordance with the applicable Laws governing such employment) other than the service contracts and/or letters of appointment entered into with the Directors.

11. Properties

In respect of each of the Leased Properties, the Company and the Vendor have not received and does not know any information as to whether the use of the Properties are causing or likely to result in violation of any applicable Law.

12. Litigation

To knowledge, information, belief or awareness of each of the Vendor and the Vendor's Warrantors, the Company is not a party to any litigation, arbitration or prosecution or to any other legal or contractual proceeding or hearing before any statutory, regulatory or governmental body, department, board or agency and there are no unfulfilled or unsatisfied judgment or court orders against the Company.

13. Intellectual Property Rights

To the best of the knowledge, information and belief of each of the Vendor and the Vendor's Warrantors, the carrying of the material business of the Company in the ordinary and usual course has not infringed any Intellectual Property Rights of any third party.

14. Insolvency

(A) No order has been made or resolution has been passed for the winding up of the Company or the bankruptcy of any Vendor's Warrantor (as the case may be) and the following are not outstanding:

- (i) petition or order for the winding up of the Company or the bankruptcy of any Vendor's Warrantor (as the case may be);
- (ii) receivership or trusteeship (as the case may be) of the whole or any part of the undertaking or assets of the Company or any Vendor's Warrantor (as the case may be);

- (iii) petition or order for the administration of the Company; or
 - (iv) voluntary arrangement between the Company or any Vendor's Warrantor (as the case may be) and any of its creditors.
- (B) No distress, execution or other process has been levied against the Company or any Vendor's Warrantor or action taken to repossess goods in the possession of the Company or any Vendor's Warrantor.
- (C) No floating charge has been created by the Company.

15. Listing Rules


- (A) Each of the Company and the Vendor's Warrantors has at all times complied in all material respect with its obligations under the Listing Rules.

IN WITNESS whereof this Agreement has been duly executed by each of the Parties on the day and year first before written.

The Vendor

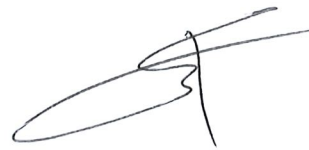
SIGNED by)
IU KAR HO)
for and on behalf of)
BLACKPAPER LIMITED)
in the presence of :-





LI WAI HO
Solicitor, Hong Keng SAR
P. C. WOO & CO.

The Vendor's Warrantor-1

SIGNED SEALED and DELIVERED)
by IU KAR HO)
in the presence of :-)





LI WAI HO
Solicitor, Hong Keng SAR
P. C. WOO & CO.

The Vendor's Warrantor-2

SIGNED SEALED and DELIVERED)
by LUK KA CHUN)
in the presence of :-)



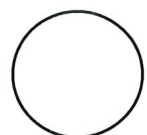

LI WAI HO
Solicitor, Hong Keng SAR
P. C. WOO & CO.

The Purchaser

SIGNED by)
MA LIYANG)
for and on behalf of)
BRAVE STEED LEGACY LIMITED)
in the presence of :-

The Purchaser's Warrantor

SIGNED SEALED and DELIVERED)
by MA LIYANG)
in the presence of :-)



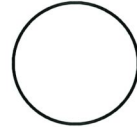
IN WITNESS whereof this Agreement has been duly executed by each of the Parties on the day and year first before written.

The Vendor

SIGNED by)
IU KAR HO)
for and on behalf of)
BLACKPAPER LIMITED)
in the presence of :-)

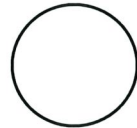
The Vendor's Warrantor-1

SIGNED SEALED and DELIVERED)
by IU KAR HO)
in the presence of :-)



The Vendor's Warrantor-2

SIGNED SEALED and DELIVERED)
by LUK KA CHUN)
in the presence of :-)



The Purchaser

SIGNED by)
MA LIYANG)
for and on behalf of)
BRAVE STEED LEGACY LIMITED)
in the presence of :-)

For and on behalf of
Brave Steed Legacy Limited
驍駿傳奇有限公司

.....
Authorized Signature(s)


TAI CHI CHUNG
Solicitor, Hong Kong SAR
Eric Chow & Co.

The Purchaser's Warrantor

SIGNED SEALED and DELIVERED)
by MA LIYANG)
in the presence of :-)






TAI CHI CHUNG
Solicitor, Hong Kong SAR
Eric Chow & Co.