

Dated 29 JULY 2025

Alpine Treasure Limited  
(**“Vendor”**)

Ever Realm Capital Limited  
萬疆資本有限公司  
(**“Purchaser”**)

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AGREEMENT FOR  
SALE AND PURCHASE OF THE SHARES  
  
OF  
  
CHINA NEXT-GEN COMMERCE AND  
SUPPLY CHAIN LIMITED (3928)  
中國新零售供應鏈集團有限公司

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**THIS AGREEMENT** is made on the 29<sup>th</sup> day of July 2025

- (1) **Alpine Treasure Limited**, a company incorporated under the laws of the British Virgin Islands with Company Registration Number: 2135400, whose registered address is situated at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG 1110, British Virgin Islands (the “**Vendor**”);
- (2) **Ever Realm Capital Limited** 萬疆資本有限公司, a company incorporated in British Virgin Islands, whose registered address is situated at Corporate Registrations Limited, Sea Meadow House, (P.O. Box 116), Road Town, Tortola, British Virgin Islands (the “**Purchaser**”).

**WHEREAS:**

- (1) **CHINA NEXT-GEN COMMERCE AND SUPPLY CHAIN LIMITED (中國新零售供應鏈集團有限公司)** (formerly known as S&T Holdings Limited)(hereinafter referred to as the “**Company**” or the “**Target Company**”) is a company incorporated under the laws of the Cayman Islands, whose office is situated at Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman KY1-1111, Cayman Islands. As at the date hereof, the Company is authorised to issue a maximum of 1,000,000,000 shares of one class of ordinary shares with a par value of HK\$0.01 each (each a “**Share**”) and 480,000,000 Shares have been issued and are fully paid up and listed on the Main Board of the Stock Exchange (stock code: 3928). Further particulars of the Company and structure of the Target Group are set out in Schedule 1.
- (2) As at the date of this Agreement, the Vendor is the registered and beneficial owner of 360,000,000 Shares in the Company (the “**Sale Shares**”).
- (3) The Purchaser and the Vendor have agreed on the sale and purchase of the Sale Shares upon the conditions and terms hereinafter set out.

**IT IS HEREBY AGREED** as follows:

**1. Definitions and Interpretations**

- 1.1 **Definitions-** In this Agreement the following terms and expressions shall have the following meanings except where the context otherwise states or requires: -

<b>“Agreement”</b>	means this agreement (including the Schedules and Annexes hereto), as varied, amended and supplemented from time to time;
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<b>“Assets”</b>	means all of the assets, properties and rights (including interests on any debts, mortgages or charges) of each Target Group Company;
<b>“Audited Accounts”</b>	means the audited consolidated accounts (prepared and issued pursuant to the international accounting standards or Hong Kong accounting standards) of the Company for the recent three financial year for the year ended 30/9/2022, 30/9/2023 and 30/9/2024, copies of which are annexed to the annual report for the year ended 30/9/2022, 30/9/2023 and 30/9/2024 of the Target Company and the annual results announcement for the year ended 30/9/2022, 30/9/2024 and 30/9/2024 of the Target Company;
<b>“Audited Accounts Date”</b>	means 30/9/2024;
<b>“Auditors”</b>	means auditors appointed by the Target Company from time to time;
<b>“Bank Loans”</b>	means loans or advancement and/or debts owed to banks, authorised financial institutions or other similar institutions (in Hong Kong, Singapore or elsewhere in the world);
<b>“Businesses”</b>	means the businesses, operations and affairs as are presently being conducted by and/or prior to the Closing will be conducted by each Target Group Company;
<b>“Business Day”</b>	means a day on which banks in Hong Kong are generally open for business (other than Saturday, Sunday or public holidays, or any day on which a tropical cyclone warning No. 8 or above or a black rainstorm warning signal is hoisted at 10:00 a.m. in Hong Kong);
<b>“Business Licence”</b>	includes any licence, consent, approval, authorization, permit, exemption, order, qualification, registration, certificate, governmental or other ratification;
<b>“CCASS”</b>	the Central Clearing and Settlement System



	established and operated by Hong Kong Securities Clearing Company Limited;
<b>“Closing”</b>	means the completion of the transfer of the Sale Shares pursuant to Clause 7 hereof;
<b>“Closing Date”</b>	means a day within five Business Days after fulfilment of the Condition or such other date as may be agreed among the Parties;
<b>“Companies Ordinance”</b>	means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);
<b>“Condition”</b>	Means the conditions precedent set out in Clause 2.3
<b>“Consideration”</b>	means consideration payable by the Purchaser to the Vendor for the acquisition of the Sale Shares, and its calculation basis is set out in Clause 3.1 hereof;
<b>“Directors”</b>	means directors appointed by the relevant company mentioned herein;
<b>“Employee”</b>	means any employee or staff employed by the Target Group in Hong Kong, Singapore or elsewhere as at the date hereof and on the Closing Date;
<b>“Encumbrance”</b>	means any mortgage, charge (whether fixed or floating), debenture, pledge, lien, option, right of first refusal, ownership, retention right, equitable interests, third-party right or interest, other security interest of any kind, or obligation which may give rise to any of the above encumbrances (including any conditional obligations);
<b>“HK\$”</b>	means Hong Kong Dollars, the lawful currency of Hong Kong;
<b>“Hong Kong”</b>	Hong Kong Special Administrative Region of the People’s Republic of China;
<b>“Intellectual Properties”</b>	means all the intellectual properties, and any similar rights of any country and similar patent right of any place in the world which are used and/or licensed to use and/or enjoyed by the Target Group Companies

at the time of execution of this Agreement and at Closing, including the registration and application for any such rights and the right to apply for registration thereof (when such right would be obtained or perfected by way of registration), and interests on any and all consents of the same (subject to its obligations) (including all documents in connection therewith), details of which are set out in Schedule 5;

**“Interim Accounts Date”**

means 31/3/2025;

**“Lease”**

means a lease which is occupied or leased by each Target Group Company;

**“Liabilities”**

means any and all liabilities (whether contingent or otherwise), debts and obligations, whether arising from law or equitable law or pursuant to any guarantee, condition, security, indemnity, insurance policy, lease, letter of credit, transaction, commitment, contract (in each case express or implied) or any other way, including any and all business liabilities, tax liabilities, tax provision, bad debts, suspense accounts and debts (including interests, costs and expenses), accounts payable, dividends payable or other profit distribution, depreciation, liabilities arising from credit financial facilities or security interests, or third party right and all and any reasons;

**“Listing Rules”**

means the Rules Governing the Listing of Securities on the Stock Exchange;

**“Litigation”**

means all litigations, claims (including those adjudicated or pending for ruling), demands, actions, proceedings, defences, counter-claims;

**“Long Stop Date”**

means the thirtieth (30<sup>th</sup>) Business Day after the date of this Agreement or such date as may be agreed by the Parties;

**“Material Adverse Change or Effect”**

means any change, event, occurrence, fact which is or is expected to or could reasonably be expected to have

a material adverse effect on the financial conditions, management, business or properties, operation results, legal or financial structure, business prospect or assets or liabilities of any Target Group Company or the Vendor, and “**Material Adverse Change**” or “**Material Adverse Effect**” shall be construed accordingly;

**“PRC”**

means the People’s Republic of China;

**“Properties”**

means the lands or properties owned or leased by the Target Group Companies, details of which are set out in Schedule 3;

**“Sale Shares”**

means 360,000,000 Shares to be sold by the Vendor to the Purchaser pursuant to this Agreement, representing 75% of the issued share capital of the Target Company as at the date hereof and at the Closing;

**“SFC”**

means the Securities and Futures Commission;

**“SFO”**

means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong);

**“Shareholders”**

means holders of the Shares;

**“Stock Exchange”**

means The Stock Exchange of Hong Kong Limited;

**“Takeovers Code”**

means the Code on Takeovers and Mergers of Hong Kong;

**“Target Group” or “Target Group Company(ies)”**

means the Target Company and its subsidiaries, and details of such subsidiaries are set out in Schedule 1B;

**“Target Group’s Accounts”**

means the audited accounts of each of the Target Group Company;

**“Taxes”**

means

- (1) all forms of taxes imposed and levied by any taxing authority in Hong Kong, Singapore or any other part of the world and include profits



tax, provisional profits tax, interest tax, salaries tax, property tax, income tax, corporation tax, advance corporation tax, national insurance and social insurance premium, capital gain tax, inheritance tax, capital transfer tax, land development tax, tariff and import duties, goods and services tax, ad valorem tax, estate tax, capital tax, stamp duty, payroll tax and other similar liabilities or contributions and other taxes, charges, levies, customs, compulsory pension contributions, or deductions similar to, replaced by or replacing any of them; and

- (2) all costs, interests, fines and penalty attached to or in respect of the taxes under the above paragraph (1),

and “**Tax**” shall be construed accordingly;

**“Tax Authority”**

means Hong Kong Inland Revenue Department, the Inland Revenue Authority of Singapore and/or any other revenue, customs, governmental fiscal, statutory, central, regional, state, provincial, local government or municipal authority, institution or person, whether in Hong Kong, Singapore or elsewhere;

**“Tax Claim”**

means any assessment, claim, notice, demand, letter, instructions, counter-claim or other documents issued or actions taken by or on behalf of any fiscal, taxing or other authority in any part of the world, as a result of which any Target Group Company is subject to or is required to bear a liability for increased or further taxes, or suffers rejection of tax relief;

**“Tax Matter”**

includes any event, act, transaction, omission or matter of any nature (whether a Target Group Company has involved therein or not) which covers the completion or receipt of any accumulated revenue or any distribution, non-distribution, acquisition, sales, transfer, payment, loans or



advancement, including event of failure to pay sufficient dividend or apportion or deemed income distribution, and a reference to a Tax Matter occurred on or before any date shall be deemed to include a combination of any two or above events of Tax Matters provided that one of such event happens on or before such date;

**“Tax Relief”**

means loss, relief, allowance, exemption, offsets, claims, or credit or other relief of a similar nature granted or claimed or available under any relevant tax law or otherwise;

**“Transition Period”**

shall have the meaning set forth in Clause 5.1 hereof;

**“Vendor’s nominee”**

has the meaning ascribed to it in Clause 3.2;

**“Warranties”**

means representations, warranties and undertakings given by the Vendor to the Purchaser as set out in Clause 4 and Schedule 2 hereof, or any of them;

**1.2 Interpretations** - Unless the context states and requires otherwise, in this Agreement:

- (a) **Companies Ordinance** – Terms and expressions defined in the Companies Ordinance shall have their respective same meaning herein.
- (b) **Associated companies** – a corporate body shall be deemed to be an associated company of another corporate body if the former is the controlling company or subsidiary of the latter, or subsidiary of the controlling company of the latter.
- (c) **Statutory Provisions** - References to “statutory provisions” shall be construed as references to those provisions as 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 provisions of which they are re-enactments (whether with or without modification).
- (d) **Law** – a reference to “law” shall be construed as a reference to Hong Kong basic law, any common and customary law, any constitution, decree, judgment, legislation, code, order, ordinance, regulations, rules, provisions, treaties or other legislation measures as applicable from time to time, and the expression “lawful” shall be construed accordingly.

- (e) **Clauses-** References herein to “Clauses” and “Schedules” and “Annexes” are to clauses in and schedules and annexes to this Agreement, and the Schedules and Annexes to this Agreement shall be deemed to form part of this Agreement.
- (f) **Headings** - The headings are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.
- (g) **Gender; Number** - Words importing the singular include the plural and vice versa and words importing a gender include every gender, and a reference to a person include corporations and unincorporated associations.
- (h) **Loss** – A reference to “loss” in this Agreement includes all liabilities (whether contingent or otherwise), losses, compensations, damages, recoveries, penalties, fines, litigation costs, disbursements and expenses arising from any claim, demand, action or proceedings.
- (i) **Reserved Representations** – any reserved representation expressed to be made “to the information and belief of the Vendor” or “to the knowledge of the Vendor” or any other similar expressions shall be deemed to include an extra representation which is made after due investigation and careful enquiry and is deemed to include the knowledge of the Target Group Companies.
- (j) A “**Party**” or “**Parties**” referred to in this Agreement is a reference to a party or parties to this Agreement.
- (k) **Successors** – The expressions “the Company”, “the Purchaser”, “the Vendor” and “the Guarantor” shall include their respective successors, permitted assigns and nominees.
- (l) **Structure** - The rule known as the *ejusdem generis* rule shall not apply and accordingly general words introduced by the word “other” shall not be given a restrictive meaning by reason of the fact that they are preceded by words indicating a particular class of acts, matters or things. General words shall not be given a restrictive meaning by particular examples intended to be embraced by the general words.
- (m) **Breach of Warranties** – Reference to a breach of Warranty or Warranties shall be deemed to include that a Warranty is breached, untrue, inaccurate, incomplete or unfairly provided or misleading in any respect.
- (n) **Currency Conversion** – All sums denominated and/or payable under this Agreement and all compensation amounts under or arising from this Agreement, in each circumstance, if not in Hong Kong Dollars, shall be converted into the



corresponding Hong Kong Dollars at the prevailing exchange rate and (if applicable) be paid and settled in Hong Kong Dollars (if not in Hong Kong Dollars), or be paid and settled in such other currency as agreed by the Purchaser and the Vendor.

## **2. Sale and Purchase of the Sale Shares**

- 2.1 Subject to the terms and conditions of this Agreement, at Closing, the Vendor shall sell as legal and beneficial owner and the Purchaser shall purchase, the Sale Shares free from any Encumbrances and with all rights attaching thereto as from Closing. The Vendor warrants and undertakes that at Closing the Sale Shares transferred by the Vendor to the Purchaser will include the beneficial ownership thereto, free from Encumbrances.
- 2.2 The Purchaser shall not be obliged to complete the purchase of any of the Sale Shares unless the purchase of all of the Sale Shares is completed simultaneously.
- 2.3 It shall be a condition to Closing that the Vendor or the Company obtains a no-comment letter from the SFC permitting the issuance of the 3.5 announcement in respect of the Offer (“**Condition**”).
- 2.4 The Vendor and Purchaser shall use its respective best endeavours to procure that Condition set out in Clause 2.3 shall be fulfilled on or before the Long Stop Date.
- 2.5 In the event that the Condition set out in Clause 2.3 has not been fulfilled, by the Long Stop Date, either Party may terminate this Agreement by written notice to the other Party, upon which this Agreement shall be terminated immediately and of no effect save that Clauses 1, 8 to 19 and this Clause 2.5 which shall survive the termination.

## **3. Consideration**

- 3.1 The consideration for the purchase by the Purchaser and the sale by the Vendor of the Sale Shares under this Agreement (the “**Consideration**”) shall be HK\$222,800,000 (i.e. approximately HK\$0.6189 for each Sale Share..
- 3.2 Subject to the terms and conditions of this Agreement, the Purchaser (or its nominee) shall pay to the Vendor or such person or persons as may be designated by the Vendor (“**Vendor’s nominee**”) the Consideration at Closing.

## **4. Representations, Warranties, Undertakings and Indemnities**

- 4.1 The Vendor represents and warrants to the Purchaser that it has the legal right, full power and authority, and has obtained all necessary approvals, to enter into this Agreement and

any other documents to be executed by such pursuant to or in connection with this Agreement and to exercise its rights and perform its obligations hereunder, and this Agreement and the said documents when signed shall constitute legal, valid and binding obligations on the Vendor and the Vendor and enforceable in accordance with their terms.

- 4.2 The Vendor represents and warrants to the Purchaser that upon Closing, the Sale Shares sold by the Vendor shall be fully paid up and are legally and beneficially owned by it, and it has the power, authority and has obtained authorisation to sell and transfer the Sale Shares to be sold by it, and that the Sale Shares to be sold by it shall be free from Encumbrances with all rights attached thereto on the Closing Date and there is no dispute concerning the title of the Vendor to the Sale Shares to be sold by it or its ability to sell the same and no other person has claimed to have title to the same or to be entitled to any interest therein. The Vendor is not engaged in any litigation, arbitration or other proceedings or subject to any form of statutory right of clawback or avoidance in any way relating to its title to the Sale Shares to be sold by it.
- 4.3 The Vendor hereby represents and warrants to the Purchaser that all Warranties in Schedule 2 are true and accurate as at the date of this Agreement and will continue to be true and accurate up to and including the time of Closing. The Vendor acknowledges that the Purchaser is entering into this Agreement in reliance on the Warranties.
- 4.4 Where any disclosure is given to the Purchaser in relation to a representation, warranty or undertaking, such disclosure shall be fully, fairly and specifically disclosed with sufficient details to identify the nature and event of the matters disclosed (but not otherwise).
- 4.5 The Vendor agrees that each of the Warranties shall be separate, independent and shall be construed separately. Unless otherwise expressly provided under this Agreement, none of the Warranties shall be limited or restricted by reference to or inference from the terms of any other Warranties or any other term of this Agreement.
- 4.6 The Vendor undertakes to fully indemnify the Purchaser and keep the Purchaser indemnified (without restricting and without prejudice to any other rights and remedies of the Purchaser in any way) from and against any and all losses, damages or liabilities or any interest, reasonable cost or expense (including legal expense) suffered or incurred by the Purchaser or any member of the Target Group arising from the Warranties made by it not being complete and accurate, including but not limited to the reduction in the value of the Sale Shares arising from the reduction in any asset value of any member of the Target Group, any monies (including taxes) paid or required to be paid by any member of the Target Group, and any costs and expenses incurred which any member of the Target Group may at any time and from time to time sustain, incur or suffer as a result of or arising from any breach of any of the Warranties.
- 4.7 All the Warranties shall remain in full force and effect notwithstanding Closing.



- 4.8 The Purchaser shall have the right to claim against the Vendor and/or Vendor for breach of Warranties after Closing, and Closing shall not constitute a waiver on the Purchaser's part of any of its rights.
- 4.9 If after the signing of this Agreement and before Closing, any event shall occur or matter shall arise which results or may result in any of the Warranties being untrue, misleading or inaccurate in any respect, the Vendor giving such Warranty shall immediately notify the Purchaser in writing thereof prior to Closing. Where the breach of the Warranties is fundamental, the Purchaser shall be entitled, at its discretion, elect to either (i) proceed to Closing without prejudice to its rights to claim against the Vendor or (ii) not to proceed to Closing in which case it shall not be liable to the Vendor for any claims for damages or losses in which case this Agreement shall terminate and neither party shall have any claims against the other (save for any antecedent breaches).
- 4.10 The Vendor undertakes to fully indemnify the Purchaser and keep the Purchaser indemnified (without limiting any other rights of the Purchaser in any way) from and against any losses, damages or liabilities or any interest, reasonable cost or expense (including legal expense) suffered or incurred by the Purchaser or any member of the Target Group arising from Taxation resulting from or by reference to any income, profits or gains earned, accrued or received (or deemed to be so earned, accrued or received) on or before the Closing Date or otherwise in relation to the transactions contemplated hereunder.
- 4.11 The Vendor undertakes to fully indemnify the Purchaser and keep the Target Group indemnified (without limiting any other rights of the Purchaser in any way) from and against any losses, damages or liabilities or any interest, reasonable cost or expense (including legal expense) suffered or incurred by any member of the Target Group arising from the litigations or regulatory proceedings as set out in Schedule 4 to this Agreement in which such damages liable to the Target Group cannot be recovered from the relevant insurance companies under the insurance policies of the Target Group.
- 4.12 The total aggregate liability of the Vendor and/or the Vendor under this Agreement (including all legal and other costs and expenses) shall not in any event exceed HK\$300,000,000.
- 4.13 Limitation on Indemnity:
- (a) Each of the Warranties is made or given to the best of the information, knowledge and belief of the Vendor.
  - (b) The Vendor shall not be liable for any breach of Warranties:
    - (i) to the extent that provision or reserve in respect thereof has been made in the Accounts;

- (ii) which would not have arisen but for a voluntary act, omission or transaction after the date hereof on the part of the Purchaser or the Target Company or any member of the Target Group which could reasonably have been avoided or carried out and which was not in the ordinary course of business or which arises from something done or omitted at the Purchaser's written request or with its written consent;
  - (iii) which arises as a result of legislation which comes into force after the date hereof and which is retrospective in effect;
  - (iv) which, being a liability in respect of taxation, arises by reason of an increase in the rates of taxation after the date hereof with retrospective effect or for which Target Company or any member of the Target Group is primarily liable and which arises in the ordinary course of business after the Closing Date;
  - (vi) which arises as a result of a change in accounting policies after Closing;
  - (vii) which arises as a result of the Purchaser failing to act or to procure that Target Company and/or any relevant member of the Target Group shall act in accordance with any reasonable request of the Vendor in avoiding, resisting or compromising any claim after being given a reasonable time in which to comply with any such request.
- (c) The liability of the Vendor in respect of any claims for breach of Warranties shall be limited as follows:
- (i) the maximum aggregate liability of the Vendor in respect of all claims for breach of Warranties shall not exceed an amount equivalent to HK\$300,000,000.00;
  - (ii) the Vendor shall not be liable for any individual claim under any provision of this Agreement which does not exceed HK\$50,000.00 (other than for breach of Warranty);
  - (iii) the Vendor shall only be liable in respect of any claim for breach of Warranties if the amount of any individual claim exceeds HK\$200,000.00 and in such event the Vendor shall be liable for the whole amount of such claims and not only the excess;
  - (iv) no claims may be brought against the Vendor in respect of a breach of Warranties after the expiry of two years from the Closing Date and the Vendor shall not be liable in respect of a breach of Warranties unless the Vendor shall have received written notice from the Purchaser prior to the expiry of two years from the Closing Date giving full and accurate details of the relevant claim and any such claim shall (if not previously satisfied, settled or withdrawn) be deemed to have been waived or withdrawn at the expiry of a period of six months after the second anniversary of the Closing Date unless proceedings in respect thereof shall have already been commenced against the Vendor provided that a claim for breach of



Warranties relating to taxation may be bought within a period of six years after the Closing Date.

- (d) It is a condition of any claim for breach of Warranties hereunder that:
  - (i) the Purchaser shall, within 10 Business Days after any claim, action, demand or assessment being made or issued against the Purchaser or Target Company or any member of the Target Group which could lead to a claim by the Purchaser for breach of Warranties under this Agreement, give notice thereof to the Vendor;
  - (ii) the Purchaser shall (subject to the Purchaser and Target Company and/or each member of the Target Group (as the case may be) being indemnified to the Purchaser's reasonable satisfaction against any liability, costs, damages or expenses which may be incurred thereby) take such action and procure that the Target Company and/or the relevant member of the Target Group (as the case may be) shall take such action as the Vendor may reasonably request to avoid, resist, dispute, defend, compromise or appeal against such claim, action, demand or assessment.
- (e) The amount of any compensation or damages payable by the Vendor in respect of any claims for breach of Warranties shall be computed after taking into account and giving full credit for:
  - (i) any current assets included in the Accounts having been realised for more than the amount attributed thereto within two years from the date hereof;
  - (ii) any liability included in the Accounts having been discharged or satisfied for less than the amount attributed thereto within two years from the date hereof;
  - (iii) any provision for taxation, bad or doubtful debts or contingent or other liabilities included in the Accounts having been proved to have been over provided for within two years from the date hereof;
  - (iv) the amount of any taxation credits, reliefs or set-offs due to or received by the Purchaser or Target Company and/or any member of the Target Group except to the extent that the same shall have been taken into account in the Accounts.
- (f) If any claim for breach of Warranties is brought under this Agreement in relation to any liability of the Purchaser or Target Company and/or any member of the Target Group which is contingent only, the Vendor shall not be liable to make any payment in respect thereof until such contingent liability becomes an actual liability.
- (g) If the Vendor shall pay to the Purchaser any amount by way of compensation or damages for breach of Warranties hereunder and the Purchaser or Target Company and/or any member of the Target Group subsequently recovers from a third party any amount relating to such breach, the Purchaser shall within 10

Business Days after actual receipt of such amount recovered from the third party (less any costs and expenses expended by the Purchaser or the Target Group in recovery of such amount above) repay to the Vendor such amount previously paid by the Vendor or so much thereof as does not exceed the amount recovered from the third party.

- (h) None of the Warranties nor any benefit nor claim thereunder may be assigned to any person without the prior written consent of the Vendor (other than an entity wholly-owned or controlled by the Purchaser or any other related entity wholly-owned by the ultimate controlling shareholder of the Purchaser).

## **5. Undertakings of the Vendor**

- 5.1 After the signing of the Agreement and until the completion of the change of the directors of the Target Company as described in Clause 7.3 of this Agreement (the “**Transition Period**”), the Vendor undertakes that it will procure the Businesses to continue and operate the day-to-day business of the Target Group Companies on a normal and prudent basis and in accordance with past practice, and will not do or omit to do (or allow to do or omit to do) any act or matter other than in the ordinary course of business. In particular, the Vendor shall cause (unless otherwise provided in this Agreement) the Target Group Companies not to do, permit or procure any act or omission prior to the end of the Transition Period without the Purchaser’s prior written consent which will or might constitute a breach of the Agreement or Warranties or any undertakings under the Agreement.
- 5.2 During the Transition Period, except as provided in this Agreement or with the Purchaser’s prior written consent (if such consent is in conformity with the provisions of this Agreement, such consent shall not be unreasonably delayed), the Vendor shall cause each Target Group Company not to do any of the following matters:
  - (a) permit any actions which would result in the Company not compliant with the Takeovers Code;
  - (b) carry out or cause any frustrating actions to take place (as defined in the Takeovers Code);
  - (c) incur or permit or agree to incur any indebtedness of any Target Group Company or for which any Target Group Company other than in the ordinary course of business;
  - (d) make a single payment in excess of HK\$500,000 (in the case of the Target Company, HK\$50,000) other than in the ordinary course of business;
  - (e) add or delete or change any signatory of any bank and securities account authorization of any of the Target Group Companies, except pursuant to this Agreement;



- (f) resolve to amend the memorandum or articles of association or constitutional documents of the Target Group Companies;
- (g) make any changes relating to the business nature, scope, conditions or organization of the Target Group Companies;
- (h) issue or agree to issue any shares, warrants, bonds or other securities or loan stock convertible into shares or bonds, grant or agree to grant, redeem, modify any provisions of any rights or options to acquire or convert into any shares or loan stock, or take any action;
- (i) in respect of the Company only, declare, pay or make dividends or other distributions in respect of its profit or capital;
- (j) enter into any single transaction, agreement or arrangement other than in the ordinary course of business;
- (k) modify, waive, extend any terms of any indebtedness of any of the Target Group Companies or for which any of the Target Group Companies has commitments;
- (l) create, allow or agree to create and incur any Encumbrances over any of its undertaking, property or assets (including Businesses or Assets) or enter into any contract, commitment or arrangement to that effect;
- (m) incur any capital expenditure of any of the Target Group Companies;
- (n) sell, transfer, lease, sublease, license, sublicense, assign or otherwise dispose of or agree to sell, grant or agree to grant any share options, transfer, lease, sublease, license, sublicense, transfer or otherwise disposal of, any Assets (especially including any of its Businesses or Assets, or any part or interests thereof) other than in the ordinary course of business;
- (o) increase overdrafts limit or conduct any negotiations on using existing overdrafts;
- (p) do or omit to do any act, other than in accordance with the contracted obligations performance, terminate, or otherwise conduct any act that may be prejudicial to the Company, any agreement of any of the Target Group Companies involving an aggregate value in excess of HK\$500,000, (in the case of the Target Company, HK\$50,000) or waive any outstanding contractual obligations under such agreement;
- (q) commence, compromise, settle, waive, dismiss any civil, criminal, arbitral or other legal proceedings or waive any of the above rights of the parties regarding any claim, liabilities, action, demand, or dispute in a total amount exceeding HK\$500,000 (in the case of the Target Company, HK\$50,000);
- (r) do or omit to do any act, or permits or suffers to be done any act or conduct that may cause any of the Business Licenses of any of the Target Group Companies to be prejudiced or subject to risk of being revoked, suspended or otherwise affected by the relevant regulatory authority issuing such license or permit.

- (s) cancel, compromise or delete the amount recorded in the books of each Target Group Company as debtor or creditor;
- (t) terminate or allow the lapse of any insurance policy related to existing Assets;
- (u) conduct any business other than any existing Businesses;
- (v) enter into any partnership or joint venture arrangement;
- (w) do or omit to be done any act or thing that has a Material Adverse Effect or may result in a violation of any applicable law or causing the listing status of the Company to be subject to any risk.

5.3 The Vendor irrevocably and unconditionally warrant and undertake that, after the signing of the Agreement, it will use their best endeavours to procure that during the Transition Period except as provided in this Agreement or with the Purchaser's prior written consent (if such consent is in conformity with the provisions of this Agreement, such consent shall not be unreasonably delayed):

- (a) none of the Target Group Companies is or will be subject to investigation, enquiry, condemnation or questioning by or before any statutory or regulatory body in Hong Kong, Singapore or elsewhere as a result of breach of or non-compliance with any applicable laws, rules or regulations;
- (b) each of the Target Group Companies will comply with all applicable laws, rules or regulations in all material respects, and will comply with and obtain all Business Licences required for carrying on its Businesses and will comply with all legal or regulatory requirements regarding any transaction to which it is a party or regarding the Businesses;
- (c) none of the Target Group Companies is and will be subject to any investigation, inquiry, condemnation, inquiry or punishment by or before any statutory or regulatory body in Hong Kong, Singapore or elsewhere for any act of any Target Group Company.

5.4 **Undertakings of the Vendor relating to financing** - The Vendor unconditionally and irrevocably undertake to the Purchaser that during the Transition Period (as defined in Clause 5.1), without the prior written consent of the Purchaser, no Target Group Company shall incur or permit to incur any financial indebtedness or raise any fund or incur any liabilities by whatever means.

5.5 **Protective Clauses.** Neither the liability of the Vendor nor the validity or enforceability of the Vendor' liability under this Agreement shall be prejudiced,



affected or discharged by:

- (a) the granting of any time or indulgence to the Vendor or any other person;
- (b) the invalidity or unenforceability of any obligation or liability of the Vendor under this Agreement;
- (c) any invalidity or irregularity in the execution of this Agreement;
- (d) any deficiency in the powers of the Vendor to enter into or perform any of its obligations under this Agreement or any irregularity in the exercise thereof or any lack of authority by any person purporting to act on behalf of the Vendor;
- (e) the death, insolvency, bankruptcy, winding-up, liquidation, dissolution or any incapacity, disability or limitation or any change in the constitution or status of the Vendor or the Guarantor;
- (f) any other right or remedy being or becoming held by or available to the Purchaser or by any of the same being or becoming wholly or partly void, voidable, unenforceable or impaired or by the Purchaser at any time releasing, refraining from enforcing, varying or in any other way dealing with any of the same or any power, right or remedy the Purchaser may now or hereafter have from or against the Vendor or any other person;
- (g) any waiver, exercise, omission to exercise, compromise, renewal or release of any rights against the Vendor or any other person or any compromise, arrangement or settlement with any of the same;
- (h) any act, omission, event or circumstance which would or may but for this provision operate to prejudice, affect or discharge this Agreement or the liability of the Vendor hereunder.

## **6. Offer**

- 6.1 Subject to the Closing hereunder, the Purchaser undertakes to the Vendor that the Purchaser is required to make a mandatory offer (“**Offer**”) in accordance with the time limit and terms stipulated in the Takeovers Code, and shall make all reasonable efforts to facilitate the issuance of the offer document after the announcement of the acquisition contemplated under this Agreement. The Vendor shall make all reasonable efforts to procure the Target Company to issue the relevant offer documents to the Target Company's shareholders in accordance with the requirements of the SFC, the Stock Exchange, the Takeovers Code and the Listing Rules.
- 6.2 The Vendor shall make all reasonable efforts to procure the Target Company to provide the Purchaser (or its financial adviser or legal advisers) with all necessary actions and all necessary information and assistance in preparing the offer document to enable the Purchaser to issue the offer document in accordance with Clause 6.1. The Vendor also

undertakes to the Purchaser to issue the relevant acquisition announcement in accordance with the time limit and terms stipulated in the Takeovers Code, and to make all reasonable efforts to facilitate the issuance of the offer document and as may be required in the course of the Offer. The Vendor also undertakes to procure the Target Company to prepare the offer circular, and to ensure that the offer documents contain the matters and information applicable and necessary for the offer circular pursuant to the requirements of the Takeovers Code. The Vendor and the Purchaser hereby agree that the Vendor shall make all reasonable efforts to procure the Target Company to agree on the announcement and the offer documents prepared by the Purchaser's solicitors (the Vendor shall make all reasonable efforts to procure the Target Company to prepare and provide the contents which has to be prepared by the Target Company, such as the board circular, the financial information and general information of the Target Company, etc.), and the obtaining of the clearance of the announcements and offer documents by the Purchaser's financial advisors or solicitors from the SFC and the Stock Exchange.

## **7. Closing**

**7.1 Closing-** Closing shall take place at the office of the Purchaser's solicitors (or at such other place and time as the Vendor and the Purchaser may agree in writing) subject to due fulfilment of all (but not part of) the matters set out in Clause 7. The Vendor or the Purchaser is not obliged to perform the relevant obligations under this clause if the other Party does not perform (or has not performed) all of its obligations simultaneously under this clause.

**7.2 Closing Deliveries by the Vendor** – at or before Closing, the Vendor shall deliver the documents below to the Purchaser or perform the following (as the case may be):

- (a) the duly executed sold note and standard transfer form executed by the Vendor as the transferor and the registered holder of the Sale Shares in respect of the Sale Shares in favor of the Purchaser (or its nominee), together with documents of evidence in respect of the Sale Shares;
- (b) give irrevocable delivery instruction in the standard form of the relevant CCASS Participant to enable the Sale Shares to be transferred and delivered by way of Real Time Delivery versus Payment (RDP) in accordance with the Agreement and the CCASS General Rules and Operational Procedures, in order to deposit the Sale Shares into the account (account number P1F00000K0) of the CCASS Participant designated by the Purchaser (or its nominees) in accordance with the details provided by the Purchaser to the Vendor, or to complete the settlement in other manner as agreed by the Purchaser and the Vendor;
- (c) if applicable, a cheque made payable to "The Government of the HKSAR" for half of the stamp duty payable in connection with the sale and purchase of the



Sale Shares;

- (d) copies of the resignation letters of the directors of the Target Company as may be requested by the Purchaser resigning from their respective offices as directors of the Target Company with effect on the earliest date as permitted by the Takeovers Code, accompanying with confirmation from each of the directors that he/she has no claim whatsoever against the Target Company in respect of any nature due to the loss of directorship or other positions in the Target Group.
- (e) all the statutory, registers and financial records (including management accounts of the Target Group, cheque books, bank statement(s) and passbook(s) of all the bank account(s) of the Target Group) and the certificate of incorporation, current business registration certificate, common seal and rubber stamp and, if applicable, documents including material contracts and licences (if any) of the Company;
- (f) such other documents as may be required to give to the Purchaser a good and effective title to the Sale Shares and to enable the Purchaser or its nominees to become the registered holders thereof;
- (g) certified copies of the Vendor's board resolution approving the sale of the Sale Shares;
- (h) any other documents that the Purchaser may reasonably request to give effect to the transfer of the Sale Shares and complete the handover of the Target Group.

7.3 **Appointment** - The Vendor undertakes to cause the Target Company to appoint the persons nominated by the Purchaser to take office as the executive directors, non-executive directors and independent non-executive directors of the Target Company. Such appointment shall take effect on the earliest date as permitted by the Takeovers Code.

7.4 **Closing Deliveries by the Purchaser** - Subject to the satisfaction and compliance with the conditions set out in Clause 7.2, the Purchaser (or its nominee) shall, at Closing:

- (a) pay the Vendor or the Vendor's nominee the Consideration in such manner as instructed by the Vendor;
- (b) deliver a certified copy of the board resolutions of the Purchaser approving the purchase of the Sale Shares; and
- (c) deliver or caused to be delivered duly executed standard form of transfer and bought note in respect of the Sale Shares, in favour of the Vendor.

7.5 **Purchaser's Remedy** - Unless the Vendor fully complies with the requirements of

Clause 7.2, and subject to the Purchaser's right of election under Clause 4.9, the Purchaser is not obliged to complete the Agreement or perform any obligations under the Agreement. Without prejudice to any other remedies available to the Purchaser on the Closing Date, the Purchaser may:

- (a) subject to the premise of time is of the essence, postpone the Closing Date to a date no more than 30 days after the original Closing Date (this Clause 7 applies to the postponed Closing Date). If Closing is not completed on the postponed Closing Date, the Purchaser may terminate the Agreement and claim damages against the Vendor; or
- (b) proceed to Closing so far as practicable (without prejudice to its rights) to the extent that the Vendor has not performed its obligations under this Agreement; or
- (c) terminate the Agreement as if the Vendor is in breach of the conditions under the Agreement, in which event the Vendor shall return any part payment of the Consideration and/or other money paid by the Purchaser to the Vendor; or
- (d) demand specific performance of the obligations of the Vendor under the Agreement without prejudice to any other remedies available to the Purchaser under common law or equity law.

**7.6 Vendor's Remedy** - Unless the Purchaser fully complies with the requirements of Clause 7.4, the Vendor is not obliged to complete the Agreement or perform any obligations under the Agreement. Without prejudice to any other remedies available to the Vendor on the Closing Date, the Vendor may:

- (a) subject to the premise of time is of the essence, postpone the Closing Date to a date no more than 30 days after the original Closing Date (this Clause 7 applies to the postponed Closing Date). If Closing is not completed on the postponed Closing Date, the Vendor may terminate the Agreement and claim damages against the Purchaser; or
- (b) proceed to Closing so far as practicable (without prejudice to its rights) to the extent that the Purchaser has not performed its obligations under this Agreement; or
- (c) terminate the Agreement as if the Purchaser is in breach of the conditions under the Agreement; or
- (d) demand specific performance of the obligations of the Purchaser under the Agreement without prejudice to any other remedies available to the Vendor under common law or equity law.



**8. Confidential information and Announcements**

Each of the Parties to the Agreement hereby undertakes that, before or after Closing, without the consent of the other Parties (such consent shall be granted subject to specific conditions and under general or specific circumstances, and shall not to be unreasonably withheld or delayed), no Party shall make any announcement in connection with the Agreement or transactions contemplated by this Agreement (except for any press release, other public announcement or disclosure required to be issued, permitted or authorised under laws applicable to any Party or its controlling company, any regulations or rules relating to the relevant securities transaction (including the Listing Rules and the Takeovers Code), or the requirement of regulatory or supervisory body).

**9. Further Assurance**

Each of the Parties to the Agreement hereby undertakes to the other Parties that he/she/it will (notwithstanding Closing) take all such actions and sign all such deeds and documents as necessary or advisable to give effect to and make effective the Agreement and the transactions contemplated by this Agreement.

**10. Waiver**

Any waiver by the non-breaching Party of any breach of any provision of this Agreement by the breaching Party shall not be deemed as a waiver of any subsequent breach or a waiver of any breach of any other provisions of this Agreement. Meanwhile, no failure in exercise of any right under this Agreement by the non-breaching Party shall be construed as a waiver of such right.

**11. Non-Assignment**

This Agreement shall be binding upon and inure to the benefits of the successors or assignees of the Parties. Without the consent of the other Parties, none of the Parties shall assign its rights and obligations hereunder.

**12. No Merger**

The provisions of this Agreement including all the undertakings, warranties, representations and indemnities of this Agreement shall remain in full force and effect.

**13. Time of Essence**

The time, date and period referred to in this Agreement and those time, date and periods in lieu of the foregoing as agreed by the Parties shall be the essence of this Agreement.

**14. Illegality and Unenforceability**

If any provision of this Agreement is declared illegal, invalid or unenforceable in law, such provisions shall be deemed to have not been included in this Agreement and the validity of the remaining provisions of this Agreement shall not be affected thereby.

**15. Entirety**

This Agreement and any documents referred to herein constitute the entire agreement between the Parties. Any variation to this Agreement shall be valid only if made in writing and signed by the authorized person of each Party.

**16. Costs and Expenses**

- 16.1 **Costs-** Each Party shall bear its own costs and expenses (including attorney fees and transaction costs) for the preparation, execution and performance of this Agreement and in relation to the Offer. The Parties agree that in no event shall the Company incur any out of pocket expenses exceeding HKD400,000 in respect of the transactions hereunder this Agreement.
- 16.2 **Stamp duty-** The stamp duty (if any) payable for the transfer of the Sale Shares will be equally borne by the Vendor and the Purchaser.

**17. Execution and Counterparts**

This Agreement may be made in one or more counterparts, each of which shall be binding on the Parties or their representatives, but all counterparts together constitute a single document. For the avoidance of doubt, this Agreement shall not be binding on all Parties unless and until all Parties or their representatives have signed this Agreement.



## **18. Governing Law, Jurisdiction and Process Agent**

- 18.1 **Governing law.** This Agreement shall be governed by and construed in accordance with the laws of Hong Kong. Any claim or matter arising under this Agreement shall be irrevocably submitted to the non-exclusive jurisdiction of the Hong Kong courts.
- 18.2 **Non-exclusive jurisdiction.** No provision in this Agreement shall be deemed to restrict the rights of either Party to bring a lawsuit against another Party in any court with jurisdiction. Litigation initiated or conducted in any jurisdiction does not constitute a limitation or exclusion of litigation initiated or conducted simultaneously in another jurisdiction.
- 18.3 The Vendor hereby irrevocably appoints Mr. Ho Chi Hong of Tower 2, 17/F., Room A, The Long Beach, 8 Hoi Fai Road, Tai Kok Tsui, Kowloon, Hong Kong as its process agent to receive on its behalf service of notices, demands, other communications, legal actions or other legal process arising from or relating to this Agreement in Hong Kong. The Vendor hereby agrees that any such legal process of a court or arbitral tribunal (including any writs and originating summons or any other summons or notifications in other forms) which are delivered by others to the Vendor shall be sufficiently and properly served on it if:
- (a) it is given or delivered personally to the process agent; or
  - (b) it is given by prepaid mail to the above address or other address provided by the Vendor or the process agent, forty-eight (48) hours after it is posted.
- 18.4 The Purchaser hereby irrevocably appoints Astrum Apex Investments Limited of Room 5, 10/F., ICBC Tower, 3 Garden Road, Central, Hong Kong as its process agent to receive on its behalf service of notices, demands, other communications, legal actions or other legal process arising from or relating to this Agreement in Hong Kong. The Purchaser hereby agrees that any such legal process of a court or arbitral tribunal (including any writs and originating summons or any other summons or notifications in other forms) which are delivered by others to the Purchaser shall be sufficiently and properly served on it if:
- (a) it is given or delivered personally to the process agent; or
  - (b) it is given by prepaid mail to the above address or other address provided by the Purchaser or the process agent, forty-eight (48) hours after it is posted.

## **19. Notices**

- 19.1 **Address.** Notices, requests or other communications issued or made under this

Agreement shall be in writing and delivered or sent to the relevant Party at the address set out below (or other address designated by the recipient by giving the other Parties two (2) Business Day's prior written notice):

i. To the Vendor

**Alpine Treasure Limited**

Address: Tower 2, 17/F., Room A, The Long Beach, 8 Hoi Fai Road, Tai Kok Tsui, Kowloon, Hong Kong  
Attention: Mr. Ho Chi Hong

ii. To the Purchaser

Address: Astrum Apex Investments Limited  
Room 5, 10/F., ICBC Tower, 3 Garden Road, Central, Hong Kong  
Attention: Ms. Wang Kelly

19.2 **Delivery** - Any notice under or in connection with this Agreement shall be delivered personally or by courier.

19.3 **Service** - Notices under this Agreement shall be deemed to have been duly served as follows:

- (a) notices given by personal delivery shall be deemed officially delivered upon delivery to the recipient; or
- (b) notice given by mail shall be deemed to be officially delivered forty-eight (48) hours after the post office has sent the mail.

19.4 **Proof of Delivery**- In proving the formal delivery of a notice it shall be sufficient to prove that the notice was delivered by personal delivery or the envelope containing the notice was properly addressed and served to the post office for safekeeping (as the prepaid first-class mail).

19.5 All provisions of this Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding Closing except in respect of those matters then already performed.

19.6 A person who is not a party to this Agreement has 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.

**IN WITNESS WHEREOF** the Parties hereto have executed this Agreement on the day and year first above written.

**VENDOR**

**SIGNED** by Ho Chi Hong  
for and on behalf of  
Alpine Treasure Limited

)  
)  
)  
)

A handwritten signature in black ink, appearing to be 'Ho Chi Hong', written over a horizontal line.



IN WITNESS WHEREOF the Parties hereto have executed this Agreement on the day and year first above written.

**PURCHASER**

SIGNED by Wang Kelly )  
For and on behalf of )  
Ever Realm Capital Limited )  
萬疆資本有限公司 )



## SCHEDULE 1

### PART A - DETAILS OF THE COMPANY

1.	Company name:	CHINA NEXT-GEN COMMERCE AND SUPPLY CHAIN LIMITED
2.	Address of registered office:	Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands
3.	Address of principal place of business in Hong Kong:	Unit A, 12th Floor China Overseas Building 139 Hennessy Road Wanchai, Hong Kong
4.	Place of incorporation:	Cayman Islands
5.	Authorised share capital:	HK\$10,000,000 divided into 1,000,000,000 Shares with a par value of HK\$0.01 each
6.	Issued share capital:	HK\$4,800,000 divided into 480,000,000 Shares with a par value of HK\$0.01 each
7.	Directors:	<p><b>Executive Director</b> Mr. Ho Chi Hong (Chairman) Mr. Chang Tin Duk Victor</p> <p><b>Non-Executive Directors</b> Mr. Law Ka Wing Eric</p> <p><b>Independent Non-Executive Directors</b> Mr. Li Tao, Mr. Tam Tak Kei Raymond Ms. Chen Yunxia</p>
8.	Company Secretary:	Mr. Law Ka Wing Eri
9.	Financial year end date:	30 September
10.	Auditors:	HLB Hodgson Impey Cheng Limited, CPA
11.	Principal business:	The Company is an investment holding company principally engaged in the construction services and property investment business.



**SCHEDULE 1**

**PART B - MEMBERS OF THE TARGET GROUP**

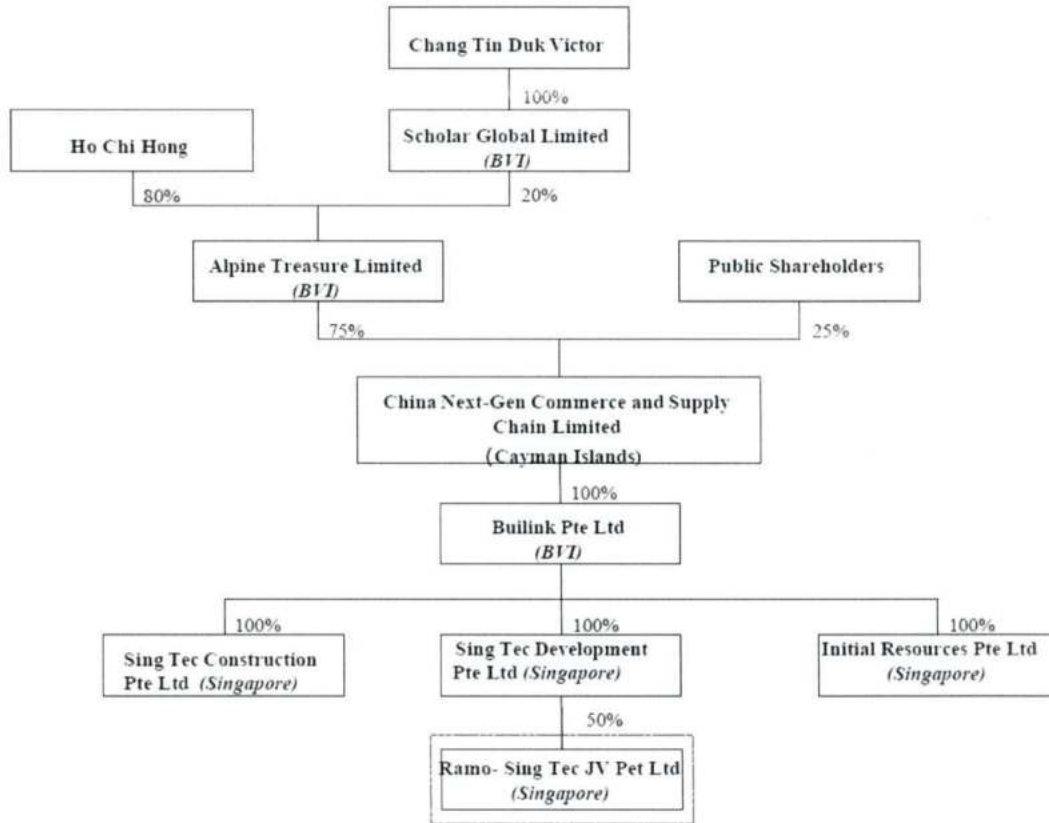
<b>Company Name</b>	<b>Place of incorporation</b>	<b>Authorized Share Capital / Registered Capital</b>	<b>Issued Share Capital/Equity Owned</b>		<b>Business</b>
			<b>Directly Held by the Target Company</b>	<b>Indirectly Held by the Target Company</b>	
<b>Subsidiaries</b>					
Builink Holdings Limited	British Virgin Islands	Authorised = 50,000 at USD1.00 per share/ Registered = USD2.00	100%	N/A	Investment holding
Sing Tec Construction Pte Ltd	Singapore	SGD345,000	N/A	100%	Provision of civil engineering works, building construction works and other ancillary services.
Sing Tec Development Pte. Ltd.	Singapore	SGD6,500,000	N/A	100%	Provision of civil engineering works, building construction works and other ancillary

Company Name	Place of incorporation	Authorized Share Capital / Registered Capital	Issued Share Capital/Equity Owned		Business
			Directly Held by the Target Company	Indirectly Held by the Target Company	
					services.
Initial Resources Pte. Ltd.	Singapore	SGD 50,000	NA	100%	Provision of other ancillary services.
<b>Joint Venture Interest</b>					
Ramo – Sing Tec JV Pte. Ltd.	Singapore	SGD 2,000,000	N/A	50%	General contractors



## SCHEDULE I

### PART C - STRUCTURE OF THE TARGET GROUP



## **SCHEDULE 2**

### **WARRANTIES**

Except otherwise disclosed in this Agreement, the prospectus, annual/interim report(s), annual/interim results announcement(s) and such other documents published on the website of the Target Company and all findings that come to knowledge of the Purchaser and/or its legal or financial advisers during the due diligence exercise against the Target Group, the Vendor hereby makes the following representations, warranties and undertakings to the Purchaser, and all representations and facts statements listed in Schedule 2 or included in this Agreement are true and accurate at all times as of the date of this Agreement and as at the Closing Date.

#### **General Matters**

- 1.1 The information in all the schedules to this Agreement is true, accurate and complete in all respects.
- 1.2 The issued share capital, equity interests or other entitlements of each of the Target Group Companies with which the shareholders have the power to appoint directors, managers or trustees, are free and clear of any Encumbrances, together with all rights and interests attaching thereto. None of the Target Group Companies has agreed to issue or allot any securities or other ownership interests.
- 1.3 The Target Company has no other subsidiaries or affiliates other than the Target Group Companies.
- 1.4 Other than the Target Group Companies (excluding for this purpose, the Target Company), the Target Company will not become the owner or registered holder of any shares, equity interests or any securities interests of any corporate body, partnership, joint venture/association or any other capital, at present and at Closing, wherever such corporate body, partnership, joint venture/association or capital are registered or established, nor will the Target Group directly or indirectly hold any interests in such corporate body, partnership, joint venture/association or capital.
- 1.5 The Target Company does not have any investment or interests in any other aspect other than the Businesses of the Target Group Companies.
- 1.6 As at the time of Closing, all information and facts disclosed on the website of the Stock Exchange by the Target Company, including but not limited to its announcements, circulars, prospectuses, annual reports, interim reports and disclosure of interests forms, are accurate and complete in all material respects and not misleading or fraudulent, and all opinions and intentions have been assumed on a reasonable and fair basis and are the views and intentions of the directors of the Target Company. In addition, there are



no material omissions in the aforesaid documents that would make the above disclosures misleading.

## **2. Compliance with Laws**

- 2.1 Each of the Target Group Companies has properly and appropriately complied with all the requirements for filing or registration of corporate or other documents under the relevant laws of its place of establishment.
- 2.2 The Target Company has at all times complied with the requirements of the Listing Rules, the SFO and the Takeovers Code after its listing on the Main Board of the Stock Exchange. The Target Company has not received any enquiries from and is not subject to investigation by, the Stock Exchange or the SFC on any breach of the Listing Rules, the SFO or the Takeovers Code and there exist no circumstances that could result in the loss of the Target Company's listing status.
- 2.3 The statutory books, meeting minutes or other equivalent documents of each of the Target Group Companies have been properly filled in all respects in compliance with the legal requirements of each of the Target Group Companies. The shareholding records of all equity interests, registered capital, bonds or other securities held by each of the Target Group Companies are properly kept in the principal place of business of each of the Target Group Companies.
- 2.4 The register of members, register of shareholders, register of directors, register of mortgages and charges (if applicable) or equivalent documents of each of the Target Group Companies are correct, and to the knowledge of the Vendor, none of the Target Group Companies has received any application or request for corrections to register of members, register of shareholders, register of directors, register of mortgages and charges and there is no circumstance happened or occurring that may cause an application or request to correct such registers.
- 2.5
  - (a) None of the Target Group Companies has violated or breached any applicable laws, rules or regulations or has been investigated, questioned, condemned or questioned by any statutory or regulatory body in Hong Kong, Singapore or elsewhere. To the knowledge of the Vendor, none of the Target Group Companies is subject to investigation by any statutory or regulatory body in Hong Kong, Singapore or elsewhere.
  - (b) Each of the Target Group Companies has complied with all applicable laws, rules or regulations in all material respects, and has complied with and obtained all Business Licences as required to conduct its Businesses, and prior to Closing

will comply with all legal or regulatory requirements regarding any transaction to which it is a party or regarding the Businesses.

- (c) All the returns, details, resolutions or documents required to be filed by the Target Companies in the Companies Registry or any other relevant authorities in Hong Kong, Singapore or elsewhere under the Business Licences or the Companies Ordinance or any other applicable laws, rules or regulations are properly filed and are correct and accurate in all material respects.
- (d) Each of the Target Group Companies has full power, qualifications and statutory rights to own its Assets and to conduct its Businesses in jurisdictions in which it currently operates or prepares to conduct Businesses.
- (e) None of the Target Group Companies, either individually or through others,
  - (i) is in breach of any laws or rules and regulations that bind or restrict such Target Group Company, or its memorandum, articles of association, by-laws, or the provisions of the trust deed, agreements or permits to which it is a party, or any Encumbrances or covenants given by such Target Group Company;
  - (ii) has entered into any transaction which has not been completed and which is unenforceable or likely to be unenforceable due to ultra vires acts, invalidity, illegality thereof or invalidity attributable to other contractual parties; or
  - (iii) has failed to take any act (needed or allowed) as required to protect the title to its owned Assets, to enforce or preserve the order of priority of the title to its owned Assets.

### **3. Shares, Equity Interests and Stock Options**

- 3.1 On the date of this Agreement, the Vendor is the beneficial owner of the Sale Shares and has full power to enter into this Agreement, perform the obligations under this Agreement and perform the transactions contemplated by this Agreement, including but not limited to, having full legal right to sell the Sale Shares.
- 3.2 The Vendor has good and sufficient power to transfer the good title to the Sale Shares in accordance with this Agreement and to transfer the legal and beneficial ownership of and interests in the Sale Shares to the Purchaser.



- 3.3 Any part of the unissued share capital or the loan stock of the Target Group Companies is not subject to any Encumbrances, and there is no agreement or commitment to grant or create such Encumbrances, and there is no outstanding or pending claims brought by any person entitled to the benefits of the above-mentioned Encumbrances.
- 3.4 The Sale Shares is not subject to any Encumbrances, equitable interests, claims or any adverse interests at present or at Closing. As at the date hereof, the Sale Shares represent seventy five per cent (75%) of the total number of issued shares of the Company, being four hundred and eighty million (480,000,000) Shares with par value of HK\$0.01 each and no further shares of the company will be issued or allotted for issuance up to and including the Closing Date.
- 3.5 There are no outstanding warrants, options, derivatives, agreements or commitments which may require any of the Target Group Companies to allot or issue any shares, other securities or bonds, or grant any person a right to request the Target Group Companies to allot or issue the above shares or interests.

#### **4. Corporate Affairs**

- 4.1 Each of the Target Group Companies is properly and duly established or constituted and validly existing in accordance with the laws of its place of establishment.
- 4.2 All Encumbrances in favor of or created by any of the Target Group Companies have, if applicable, been registered with the relevant registries or agencies in accordance with relevant laws, rules or regulations.
- 4.3 Each of the Target Group Companies owns, maintains or controls: -
- (a) the signed copies of all the material agreements to which it is a party;
  - (b) all other documents of a material nature that are owned or ought to be kept by it.
- 4.4 The memorandum, articles of association (or other equivalent documents) of each of the Target Group Companies provided to the Purchaser are true, accurate and complete and there is no or after the date hereof there will not be, any change thereto.

#### **5. Accounts**

- 5.1 Target Group's Accounts



- (a) are prepared in accordance with all applicable laws of the jurisdiction in which the Target Group Company operates and the generally accepted accounting principles or applicable financial reporting principles and practices (including all applicable accounting practices).
- (b) are true and fair, and are either provided for or fully make full provision for any identified Liabilities (including dividends or other profit distributions), including but not limited to limited deductions for litigation, and are properly and sufficiently provided for (or marked with notes in accordance with standard accounting practices for) all claims made by third parties against any of the Target Group Companies, if not included in the insurance policy, and for all delayed, disputed or contingent liabilities as well as all the capital commitments of each of the Target Group Companies as of the Target Group's Accounts date, and the provisions and reserves for all capital commitments of each Target Group Company on the Target Group's Accounts date, and provisions and reserves (if any) for all taxes on the Target Group's Accounts date or any prior period thereof are proper and sufficient.
- (c) present a true and fair view of the state of affairs, financial and business conditions of each Target Group Company ended on the Target Group's Accounts date, and show a true and fair view of the performance thereof for the financial period made up to the Target Group's Accounts date.
- (d) the Assets owned by each of the Target Group Companies on the Target Group's Accounts date have been correctly recorded, and the depreciation rate used therein is appropriate for each of the fixed Assets of each Target Group Company to write down the value of such Assets to nil after the end of their estimated lives.
- (e) the same depreciation basis as consistently applied in the past accounts is applied for fixed Assets.
- (f) have not been adversely affected by any unusual, exceptional, special or non-recurring items which have not been disclosed in the Target Group's Accounts.

5.2 Except in the ordinary course of business of each Target Group Company, or except for matters disclosed in the interim report of the Target Group made up to the Interim Accounts Date or in the announcement of the Target Company or otherwise, as of the Audited Accounts Date and up to and including the Closing Date—

- (a) None of the Target Group Companies has entered into an unusual or special contract or is bound by long-term or cumbersome commitments, and has

acquired or disposed fixed or long-term Assets or has entered into any material contract with the same effect.

- (b) None of the third parties has become entitled to terminate any material contracts or material interests enjoyed by any of the Target Group Companies, or to demand repayment of any amount or debt prior to the scheduled due date.
- (c) None of the Target Group Companies has granted or created any Encumbrances or other financial facilities, financial leases, hire purchase commitments or other obligations on all or part of its Assets, which may cause such company to be bound by continuingly expected or contingent debts after the date hereof.
- (d) The Businesses have been conducted normally in the ordinary course and consistent with past practice (both in nature and scope); none of the Businesses is subject to unusual factors in material respects.
- (e) None of book value of any fixed Assets has been raised and no debts are written off, and the Assets of each of the Target Group Companies are not depleted by illegal acts of any person.
- (f) Each of the Target Group Companies pays its creditors for all of its debts as they become due and payable in the ordinary course of business and in accordance with the generally accepted trade practices in the markets in which it carries out business, and none of the material payments remains overdue. None of the Target Group Companies has made payment to any person for transactions not concluded at arm's length.
- (g) There has been no Material Adverse Effect on the business prospects, financial position and business of each of the Target Group Companies as a consequence of any events or circumstances occurring after the Audited Accounts Date, and none of such Material Adverse Effect will be expected to happen in the foreseeable future on the part of any Target Group Companies. To the extent that there are any material changes to the trends of business prospects, financial position and business prospects of each of the Target Group Companies since the Audited Accounts Date, these have been fully disclosed in the interim accounts of the Company made up to the Interim Accounts Date.
- (h) Except in the ordinary course of business, none of the Target Group Companies incurred capital expenditures, nor has it entered into any agreements, arrangements or commitments to make such expenditures. None of the Target Group Companies has incurred any significant capital commitments or participated in any program or project that requires high non-recurring expenses.



- (i) None of the Target Group Companies holds any Encumbrances that are invalid or unenforceable against the grantor.
  - (j) None of the Target Group Companies has issued, repurchased, redeemed or repaid or agreed to issue, repurchased, redeemed or repay any shares, equity interests or loan stock.
- 5.3 All data and information stated in the Target Group's Accounts are true and correct in all material respect and prepared with due care and skill in accordance with applicable accounting principles and there are no circumstances for the inclusion of any provisions in the Target Group's Accounts not made, which ought to be made.
- 5.4 Accounts, ledgers and other financial records of whatever kind of each of the Target Group Companies (including but not limited to statutory and accounting records) –
- (a) are and will be under the possession of such company;
  - (b) have been and will be properly and accurately recorded;
  - (c) there is and there will be no major inaccuracies or differences of any kind;
  - (d) give a true and fair reflection of its commercial transactions, financial, contractual and business conditions, Assets and Liabilities, debtors and creditors at present and at Closing; and
  - (e) are and will be properly recorded and maintained in accordance with relevant laws, generally adopted accounting principles or applicable financial reporting principles.

## **6. Businesses**

- 6.1 The operations of the Businesses of each of the Target Group Companies are within their authority and only in the name of the respective companies, do not infringe the proprietary rights or interests of any person, and there is no liability to pay patent royalties or other similar expenses, and such Businesses or activities do not violate any laws or third party rights and interests in Hong Kong, Singapore or elsewhere.
- 6.2 The distribution of dividends or profits (if any) declared, made or paid by each of the Target Group Companies is declared, made or paid in accordance with its articles of association, other similar constitutional documents or applicable laws in the Cayman Islands, Hong Kong, Singapore or elsewhere.



- 6.3 Each of the Target Group Companies has obtained all necessary Business Licences (whether issued by the public or private sector) to own its Assets and validly conduct its Businesses in the manner and at the place as currently conducted and in the place where the products or services of each Target Group Company are sold or provided. Such Business Licences remain in full force and effect, and terms thereof are valid and binding. There are no circumstances that are likely to result in a breach of any terms and conditions of such Business Licences, and nothing has been done by any Target Group Company which might result in, give rise to or incur the suspension, termination, revocation or cancellation of such Business Licences, or might affect the validity, renewal or reissue of such Business Licences. There are no modifications, changes or transformation, or suggested modifications, changes or transformation to such Business Licences.
- 6.4 Each of the Target Group Companies is not in default under any terms of such Business Licences (including the requirements for declaration, reporting or providing information). The Vendor is not aware of, or after making reasonable enquiries, should not be aware of, or knows any circumstances likely to give rise to invalidity or forfeiture, amendment of the Business Licences or (if a renewable Business Licence is involved) factors that may affect the renewal of the Business Licences.
- 6.5 Each of the Target Group Companies makes no representations, warranties or other terms (whether express or implied) in respect of any of its services (except as required by law), and there are no material outstanding liabilities (including contingent liabilities) resulting from maintaining or replacing terms for such services.
- 6.6 Each of the Target Group Companies has not (except in the ordinary course of business and subject to confidentiality obligations) disclosed, agreed to disclose or authorized the disclosure of, any supplier and customer information, trade secret or confidential information relating to the Businesses, and all of the above information is completely and properly recorded in writing or in other proper way, and there is no inaccuracy, incompleteness or impropriety in any respect.
- 6.7 The Businesses of each of the Target Group companies are solely managed by their responsible personnel and employees, and no other person has the authority to bind the acts of such personnel and employees during their performance of duties.
- 6.8 All major outstanding obligations of any Target Group Company to any third party have been properly performed and discharged in each case, and such Target Group Company is not required to pay further consideration and bear further liability therefor.

- 6.9 No power of attorney granted by any of the Target Group Companies remains valid and each of the Target Group Companies has not granted any power of attorney in favor of any third party.
- 6.10 There are no agreements or authorizations (express or implied) that are still valid to grant third parties the right or power to sign any agreement or do any things on behalf of the Target Group Companies, or to grant to any persons the other right of delegation or power of attorney.
- 6.11 Any connected transaction (as defined in the Listing Rules) that needs to be disclosed in accordance with the Listing Rules or other statutory regulations has been approved by the Board of Directors. No major transactions, commitments or negotiations which have not been disclosed or authorized have been or will be entered into or agreed to be signed by any of the Target Group Companies or their respective directors or authorized representatives on behalf of any of the Target Group Companies.
- 6.12 Except for matters as disclosed in the prospectus, the annual reports, the interim reports and the annual results announcements published by the Target Company or the announcements published by the Target Company on the Stock Exchange, there are no material contract or arrangement made by any of the Target Group Companies as a party, while the Vendor or its connected persons or directors of any of the Target Group Companies or connected persons of such directors have or once had direct or indirect interest therein.
- 6.13 There is no pending material legal, administrative, arbitration or other proceedings challenging the validity of the Businesses or any other business operations of any of the Target Group Companies, and to the knowledge of the Vendor, there are also no such proceedings threatened against the Target Group Companies.

7. **Financial Matters**

- 7.1 Except for the items disclosed in the Target Group's Accounts, each Target Group Company does not have any material outstanding liabilities that have not been disclosed to the Purchaser and there are no circumstances that could result in a Material Adverse Change to any of the Target Group's Accounts up to the Closing Date.

8. **Machinery and Assets**

- 8.1 The Assets of each Target Group Company as recorded in the Target Group's Accounts, including all equipment, computer hardware, software and databases as required to maintain operation, are in reasonably good conditions and safe and in operating



condition in all material respects (except for normal wear and tear), and are regularly and properly maintained.

8.2 The Assets included in the Target Group's Accounts and those owned by the Target Group Companies:

- (a) are legally and beneficially owned by each of the Target Group Companies, except for collateral for Bank Loans arising in the ordinary course of business, free and clear of any Encumbrance, material hire purchase agreement, or agreement on delayed payment or bills of sale;
- (b) are under the custody and control of the relevant Target Group Company;
- (c) constitute all of the material assets, properties and rights owned by the Target Group Companies, or constitute all of the assets, properties and rights as used or required to operate or maintain their Businesses.

8.3 Each of the Target Group Companies has good title to any machinery and equipment owned by it or the machinery and equipment used for production or services (collectively "Machines") free and clear of any claims, charges, mortgages, liens, lease agreements, leases, commitments, restrictions, conditions or other agreements; the Target Group Companies have exclusive and unrestricted possession of the Machines.

8.4 The title to each Machine is properly constituted by and can be deduced from documents of title which are in the possession and under the control of the Target Group Companies.

8.5 The insurance purchased by the Target Group Companies are not subject to any special or unusual terms or restrictions, nor are they required to pay any insurance premium above the normal rate of the like insurance policy and relevant machine policy. To the knowledge of the Vendor, there is no insurance required but not purchased by the Target Group Companies.

8.6 The Target Group Companies have not granted, agreed to grant, will not grant or will not agree to grant, any lease or permit relating to the Machines prior to the Closing; The Target Group Companies has not divided or agreed to divide all or any part of title to the Machines in any form; the Target Group Companies also does not intend to divide the same before the Closing.

8.7 With respect to any material Assets which are used but not owned by any of the Target Group Companies, or facilities or services provided by any third party to any of the Target Group Companies, there are no events or circumstances that allow a third party to terminate any rights to use material Assets or any agreement or license regarding the



provision of the facilities or services (or any event or situation which would, with the giving of notice or lapse of time or related decisions, will constitute the above events or circumstances).

- 8.8 All office furniture and equipment are in good condition and capable of being used or sold in the ordinary course of business of each Target Group Company.
- 8.9 All of the debts payable to each of the Target Group Companies (after deduction of any provision and reserves for bad and doubtful debts stated in the Target Group's Accounts) are substantially recoverable in general.
- 8.10 None of the Target Group Companies owns or agrees to purchase stock, equity interests, bonds or any other securities of any company.

## **9. Insurance**

- 9.1 To the knowledge of the Vendor, the Target Group Companies are adequately covered by insurance policies that are required to be purchased by laws and regulations, and there is no insurance required by laws but not purchased by the Target Group Companies.
- 9.2 The insurance policies purchased by the Target Group Companies are fully paid for all due premiums and has been fully fulfilled and complied with all policy conditions. Nothing has been done or omitted to be done which could make any of them void or voidable, and all policies are valid in any respect.
- 9.3 No insurer has rejected or disputed about any pending claims filed by a third party against any of the Target Group Companies under insurance policies.
- 9.4 The Vendor is not aware of the existence of any circumstances which are likely to give rise to the right of the Target Group Companies to make a claim under policies, or any circumstances under which a notice should be given to the insurer under policies but such notice has not been given.

## **10. Taxation**

- 10.1 Each of the Target Group Companies has complied with all legal requirements relating to the registration or notification for taxation purposes, and complied with all applicable taxation laws.

10.2 Each of the Target Group Companies

- (a) has paid all taxes due on the Closing Date;
- (b) has taken all necessary steps to obtain tax refund or tax relief available.

10.3 All declarations, notifications, documents, calculations and payments required for each of the Target Group Companies in respect of taxation in Hong Kong, Singapore or elsewhere are properly made, and all such declarations, notifications, documents, calculations and payments are up to date, correct and based on appropriate benchmarks and there are no disputes with any relevant Tax Authority.

10.4 All provisions (if any) made in the Target Group's Accounts sufficiently cover all taxes liable or likely to be liable by the Target Group Companies prior to or at any time after the Audited Accounts Date or the preceding accounting period of the Target Group.

10.5 There are no disputes between the Target Group Company with any Tax Authority, and the Vendor is not aware of any pending or threatened disputes.

10.6 (a) Each of the Target Group Companies is not subject to tax liability arising from a series or single Tax Matters (including any Tax Matter arising from any transaction conducted prior to Closing) occurring on or before the Closing Date, whether such taxes are imposed on or attributable to others, provided that such taxes arise from the Tax Matters occurring on or before the Closing Date, while such taxes will not become exempted by set-off against tax relief arising from the certain Tax Matters occurring after the Closing Date;

(b) Each of the Target Group Companies is not liable to pay taxes which ought not to be liable but become liable as a result of the loss, reduction, amendment or cancellation of certain tax relief arising from the Tax Matter occurring on or before the Closing Date, while such tax relief is reflected as asset in the Target Group's Accounts, or stated in the notes of the Target Group's Accounts, or taken into accounts when calculating any provision (whether for deferred tax) in the Target Group's Accounts, or such taxes become liable due to failure of making provision for deferred tax in the Target Group's Accounts. If any taxes ought to be refunded but the right of tax refund is deprived, reduced, set off or cancelled as a result of the Tax Matters occurring on or before the Closing Date, such taxes, for the purpose of the Paragraph 10.6(b), shall be deemed as tax payable by each of the Target Group Companies as a result of the Tax Matters.

(c) Each of the Target Group Companies is not subject to tax liability under the Encumbrances created on or before the Closing Date.



10.7 Paragraph 10.6 does not apply to the following tax liability:

- (a) Taxes generated in the ordinary course of business of the Target Group Companies;
- (b) Specific provisions are made for these taxes in the Target Group's Accounts, and the relevant Target Group Company has fulfilled these tax liabilities;
- (c) Tax liability arises only because the provisions or reservations made in the Target Group's Accounts for such liability becomes insufficient due to the increase in any tax rate with retroactive effect as published after the Closing Date;
- (d) Such tax liability arises as a result of a law which comes into effect after the Closing Date with retroactive effect.

## **11. Employment Arrangement**

- 11.1 Particulars of the names, dates of commencement of employment, or appointment to office, and certain terms and conditions of employment (such as remuneration and bonus, incentive and similar schemes) of all the employees and officers of each Target Group Companies, including without limitation profit sharing, commission or discretionary bonus arrangements (if any), have been reduced to writing in accordance with all applicable rules and regulations, and are fully and accurately disclosed in their respective contracts.
- 11.2 None of the Target Group Companies is bound to pay any moneys or other benefits other than in respect of remuneration, or emoluments of employment, or pension benefits, mandated employee provident funds to, or for the benefit of, any officer or employee of a member of the Target Group Companies and all such payments due under applicable laws, if any, will be fully paid up as of the Closing Date.
- 11.3 There is no commitment or arrangement to increase any salary or bonus subsisting as at Completion.
- 11.4 All Target Group Companies have maintained up-to-date and accurate records regarding the employment of each of its employees (including, without limitation, details of terms of employment, payments of statutory entitlements, taxation, holidays, disciplinary and health and safety matters) and termination of employment.
- 11.5 None of the Target Group Companies is involved in any dispute with, or subject to any claim (whether at the labour tribunal, in the courts or otherwise) from, any of its current or former employees, consultants or other contractors, and there are no facts or circumstances which might suggest that there may be any dispute or claim or that any of the provisions of this Agreement may lead to any such dispute or claim.



- 11.6 Save as disclosed in Schedule 4 (if any), there are no claims pending or threatened, or capable of arising, against any of the Target Group Companies, by an employee or workman or third party, in respect of any accident or injury.
- 11.7 There is no outstanding remuneration due from any of the Target Group Companies to any employees of the Target Group.

**12. Properties and Leases**

- 12.1 Properties include all the lands and premises listed in Schedule 3 by the Target Group Company, and the details of all the property rights, interest, right and title of the Target Group Companies in, under, over or in respect of any land or premises are correct and not misleading.
- 12.2 Except for the mortgages relating to Bank Loans arising in the ordinary course of business (where applicable), each of the Target Group Companies has good title to the Properties free and clear of any claims, charges, mortgages, liens, leases, tenancies, covenants, restrictions, conditions or other agreements affecting the same; Target Group Companies have exclusive and unrestricted possession of Properties.
- 12.3 The title to each of the Properties is properly constituted by and can be deduced from documents of title which are in the possession and under the control of the Target Group Companies; Such registered property rights are absolutely owned property rights.
- 12.4 There are no covenants, restrictions, burdens, stipulations, conditions, terms or outgoings affecting the Properties which are of an unusual or onerous nature or which affect the use or intended use of the Properties and there are no matters which adversely affect the value of any of the Properties or cast any doubt on the right or title of the Target Group Companies thereto.
- 12.5 All covenants, restrictions, regulations, conditions and other terms affecting the Properties have been complied with and fulfilled. There are no circumstances which would entitle or require any owner or other person to exercise any land resumption and the recovery of the Properties or to restrict or terminate the continued occupation of any part of the Properties.
- 12.6 The present use of the Properties is the permitted use for the purpose of the relevant planning or building regulations and is not adversely affected or likely to be adversely affected by any planning proposals and each of the Target Group Companies is not a temporary user or user subject to onerous or unusual conditions giving rise to abnormal expenditure.
- 12.7 No development has been carried out in relation to the Properties which would require any consent under or by virtue of the relevant planning or building regulations or any

other relevant legislation without such consent having been properly obtained and any conditions or restrictions imposed thereon have been fully observed and performed, and no application by the Target Group Companies for planning has been refused.

- 12.8 The Properties are not affected by any order or notice of or proceedings involving any governmental or local authority or other body or any agreement with any of the same or by any notices served by the Target Group Companies on any such authority or body.
- 12.9 The Properties comply with all laws, regulations, by-laws and other relevant legislation.
- 12.10 The Target Group Company has not entered into any agreements with any water, sewerage or other utilities authority for the supply of water sewerage or other facilities to or from the Properties or mains or other equipment laying and has not deposited any moneys with any such authority as security therefor.
- 12.11 No structural or other material defects have appeared in respect of or affecting the buildings and structures on or comprising the Properties or any parts thereof and all such buildings are in good and substantial repair and condition.
- 12.12 There are not in force or required to be in force any licences under any applicable legislation or regulations which apply to any of the Properties.
- 12.13 All leases and tenancies and all agreements for leases and tenancies granted by the Target Group Companies are disclosed herein and are on terms negotiated or (in the case of options) to be negotiated at arm's length as between a willing landlord and a willing tenant at the full market rent (as at the time of the grant of the lease or tenancy or agreement for lease or tenancy as the case may be).
- 12.14 Save for the matters disclosed in the prospectus published by the Target Company, the annual reports, the interim reports and the annual results announcement or the announcements made by Target Company on the Stock Exchange, the Target Group Companies are not aware of any reason why the existing leases of such of the Properties as are leasehold should not be renewed on their expiry or a fresh lease granted on terms materially no less favorable to the Target Group Company (save as regards reasonable commercial increases in rent).
- 12.15 Save for the matters disclosed in the prospectus published by the Target Company, the annual reports, the interim reports and the annual results announcements or the announcements made by Target Company on the Stock Exchange, each of the Target Group Companies has not granted or agreed to grant nor will it grant or agree to grant before the Closing any tenancies or licences in respect of the whole or any part of the Properties nor has each of the Target Group Companies parted with possession of or



agreed to part with possession of the whole or any part of the Properties in any manner whatsoever nor will it do so before the Closing.

- 12.16 Copies of any mortgages, charges or debentures affecting any of the Properties have been produced to the Purchaser, and each of the Target Group Companies has not committed and will not commit any material breach thereof prior to or on the Closing Date.

### **13. Loan**

- 13.1 Each of the Target Group Companies does not have any debentures.
- 13.2 Except in the ordinary course of business and items disclosed in the Target Group's Accounts, there is no letters of credit, overdrafts, loans or other financial facilities outstanding or available to any of the Target Group Companies.
- 13.3 Except for those arising other than in the ordinary course of business as recorded in the Target Group's Accounts, no material loans were granted to any of the Target Group Companies.
- 13.4 Each of the Target Group Companies does not sell any receivables or engage in any financial or fiscal activity that does not need to be displayed or reflected in the Target Group's Accounts.
- 13.5 Except as recorded in the Target Group's Accounts and as disclosed, none of the Target Group Companies has any outstanding debts or Encumbrances, or has created, agreed or permitted to create any outstanding debts or Encumbrances.
- 13.6 The amount borrowed by each Target Group Company (as determined by the relevant instrument or document) does not exceed any borrowing restrictions as provided in the memorandum, articles of association or other equivalent constitutional documents, or any other binding debentures, deeds or documents.
- 13.7 None of the debts owed by the Target Group Companies becomes payable before its maturity date due to the default of any of the Target Group Companies. There is no event of default or pending event of default which, together with lapse of time, performance of conditions or notice, would cause the debt acceleration in which case the debt needs to be repaid before the maturity date.
- 13.8 Save as disclosed in the Audited Accounts, none of the Target Group Companies has any outstanding shareholder loans.



- 13.9 Save as disclosed in the Audited Accounts, there is no outstanding guarantee granted by the Target Company.

**14. Litigation**

- 14.1 Save as disclosed in Schedule 4 to this Agreement, none of the Target Group Companies is the subject of any litigation, arbitration, prosecution, other statutory, regulatory or governmental organization law, contract or professional disciplinary proceedings, hearing or condemnation, any dispute, any investigation, nor is it the subject of any pending claims, any complaint or warning given by any authority located in the place where each of the Target Group Companies operates. There is no pending litigation, arbitration, prosecution, other law, contract or professional disciplinary proceedings or investigation on the part of any of the Target Group Companies, whether brought by or against the relevant company. There are no facts or circumstances that would result in the occurrence of any such litigation, arbitration, prosecution, proceedings, investigations, hearings, any disputes or any payment. There are also no judgments or court orders that have not been performed or satisfied by any of the Target Group Companies. To the knowledge of the Vendor, there is no litigation, arbitration, prosecution, other laws, contracts or professional disciplinary proceedings or investigations threatened against any of the Target Group Companies.

**15. Contracts and Undertakings**

- 15.1 From the Audited Accounts Date, each of the Target Group Companies has carried out its Businesses normally in the ordinary course. Except as referred to herein or contemplated by this Agreement, none of the Target Group Companies has entered into any transactions or incurred any significant debts from the Audited Accounts Date, other than in the ordinary course of business and based on normal commercial terms and at arm's length.
- 15.2 Except for Bank Loans arising in the ordinary course of business, none of the Target Group Companies has received any formal or informal repayment notices issued in accordance with any loan agreement (or loan-like liabilities) demanding immediate repayment.
- 15.3 None of the Target Group Companies is liable for any obligations which cannot be performed on time or satisfied without unreasonable or unusual expenses or acts and which have a Material Adverse Effect, nor is it a party to such contracts.

- 15.4 No party with whom any of the Target Group Companies has entered into any material contracts or arrangements is materially in default thereunder in the financial, commercial or business respect of the Target Group Companies, and there is no circumstance that may give rise to such default.
- 15.5 None of the Target Group Companies:
- (a) is in default of any of its obligations or restrictions under any material contract or arrangement to which it is a party or by which it is bound;
  - (b) is liable for any representation or warranty (whether express or implied) that has a Material Adverse Effect.
- 15.6 None of the Target Group Companies has any contracts, participation or obligations which are not concluded in accordance with normal commercial terms, whether conditional or controversial, other than those recorded in the Target Group's Accounts or in the ordinary course of business of each of the Target Group Companies.
- 15.7 For each of the Target Group Companies, there is no
- (a) contractual arrangements which may or will be legally terminated by the signing or completion of this Agreement or the performance of any of the transactions contemplated hereunder;
  - (b) power of attorney still in force to grant or benefit a third party, authorizing any person to sign any agreement or do anything on its behalf other than in the ordinary course of business.
  - (c) material contracts and arrangements which are not concluded at arm's length;
  - (d) unusual and long-term contracts, or no nature and liability involved in the contracts requires special attention or are not capable of being carried out or performed on time without unreasonable or unusual expenditure or conduct;
- 15.8 No contract or arrangement to which any of the Target Group Companies is a party is required to be registered with any authority or government department for the signing or completion of this Agreement.
- 15.9 At Closing, there will be no material and outstanding contracts, liabilities or commitments between each of the Target Group Companies and the Vendor.
- 15.10 Except in the ordinary course of business, there is no material and outstanding contract between each of the Target Group Companies and others.



- 15.11 None of the material contracts exceeding HK\$1,000,000 in relation to the Businesses of the Target Group Companies will be terminated or, to the best of knowledge of the Vendor in good faith after conducting reasonable enquiries, would be at risks of termination or amendments by the counterparts to such contracts.

## **16. Intellectual Properties**

- 16.1 The details of the Intellectual Properties listed in Schedule 5 are correct, complete and accurate. Intellectual Properties constitute all material intellectual properties required or used in the Businesses or all business areas of each of the Target Group Companies, all of which are valid and fully effective and are registered under the name of the relevant Target Group Company or licensor (if applicable) and does not need to be renewed or re-registered within three months of the date of this Agreement. The Target Group Company is the sole legal and beneficial owner of such intellectual property rights or holder of valid licenses of such intellectual property rights.
- 16.2 None of the Target Group Companies has or must grant any licence or transfer any intellectual property rights, or disclose or provide knowhow, trade secrets, technical assistance, confidential information or customer supplier lists to any person, and none of the Target Group Companies has made such disclosure.
- 16.3 Each of the Target Group Companies does not infringe in the process of its current daily business operation or has not infringed at any time in the past, the intellectual property rights of any third party, which may result in payment of any commission, royalty or other similar fees or need to obtain any Business Licence within its business scope.
- 16.4 All fees for the ownership, registration, grant or renewal of the Intellectual Properties or the use of the Intellectual Properties in the business are paid in real time or will be paid within a reasonable time and there is no circumstance which may give rise to cancellation, revocation, confiscation, alteration or compulsory licence of the Intellectual Properties, or hindrance of valid granting or registration of pending intellectual property applications or claim damages or terminations under the intellectual property licence of any of the Target Group Companies.
- 16.5 No facts, events or circumstances will or may: -
- (a) invalidate or invalidate any right to own or use Intellectual Properties;
  - (b) result in the revocation of the granted or registered Intellectual Properties as owned or used by any of the Target Group Companies.



- 16.6 None of the Target Group Companies has entered into any agreement or arrangement relating to the sale, mortgage, pledge, grant of options or other rights of their respective Intellectual Properties, and no Intellectual Properties is held by others.
- 16.7 Each of the Target Group Companies has taken all steps and actions as necessary or advisable to protect, safeguard, enforce or maintain its Intellectual Properties.
- 16.8 No claim is made at any time in respect of the following:
- (a) any Intellectual Properties used by the Target Group Companies in its business or operations infringe intellectual property rights of any third party or involve unauthorized use of confidential information;
  - (b) all or part of the Intellectual Properties registered in the name of or licensed for use to any Target Group Company is invalid, may be cancelled or removed or is unlikely to be granted in the current manner.
- 16.9 The Intellectual Properties used or held by any Target Group Company are not subject to actual or threatened infringement by any third party (including improper use of confidential information) or are not subject to any event that might constitute such infringement. None of the Target Group Companies has acquiesced in the illegal use of the Intellectual Properties by any third party.

## **17. Computer System and Software**

- 17.1 All software (collectively “Software”) and other information technology devices (including but not limited to all hardware, web, data-saving devices, connecting devices and other devices, collectively “Hardware”) used or provided by each of the Target Group Companies are all legally used, in satisfactory quality and functioning properly in accordance with the intended purpose(s) and their specification(s). There is no defective or character which may have adverse impact on the Software, Hardware and/or system. None of the Target Group Companies has any dispute at any time over the performance, quality, usage fitness and/or specification conformity of any Software and/or Hardware with any persons, or conformity of the warranties provided by any person to the Target Group Companies.
- 17.2 Each of the Target Group Companies has taken all reasonable measures to make sure that the Software used or provided by it is free from virus, and no reason to believe that there is any virus has affected or will affect the Software.
- 17.3 Each of the Target Group Companies has set up safeguard program to defend its data or data saved in its computer system by any third party from illegal access, change,

destroy or usage. There is no such ongoing illegal access, change, destroy or usage either.

**18. Winding-up and Bankruptcy**

- 18.1 None of the Target Group Companies has made any directive or resolution on the winding up, and for each of the Target Group Companies, there is no unsolved: -
- (a) winding up application or order;
  - (b) receivership on all or any of the Assets, undertakings or properties of any Target Group Company;
  - (c) bankruptcy application or order;
  - (d) voluntary arrangement between any Target Group Company and its creditor.
- 18.2 The Vendor does not know of any circumstance which grants any person the right to file a winding up or bankruptcy application against any Target Group Company, or appoint a receiver on all or part of the Assets of any Target Group Company.
- 18.3 There is no attachment, administrative or other proceedings against any Target Group Company, or any recall action on the goods possessed by any Group Company.
- 18.4 No floating charges created by any of the Target Group Companies have been materialized, and there is no circumstance occurring which may give rise to materialization of such floating charges.
- 18.5 No Target Group Company is or was a party to any transaction which may be null and void in the process of winding up.

**19. Environment Protection Responsibility**

- 19.1 The Target Group has obtained all the necessary and adequate licenses and approvals for its ongoing business without hash or unusual conditions and has complied with the terms and conditions of the relevant environment laws, licences or approvals. There is no reason why the Target Group would not remain in compliance with the terms and conditions of the relevant environment laws, licences or approvals. The business plan has taken all the real or potential environment issues related to the business of the Target Group into consideration, and is in conformity with all the environment laws and regulations and such other applicable laws of Hong Kong and Singapore and all the



suggestions proposed by the relevant Hong Kong or Singapore institutions/agencies and environment consultant appointed by the Target Group. There is no reason, fact or circumstance which results in failure to obtain and maintain the environment-related consents, licences and approvals in the same terms and conditions.

- 19.2 The Target Group has not received any notice or information showing that it has breached or may breach any environment law and regulation, or environment-related approval, licence, or permit, or that such licences and approvals needs to be changed, revoked, altered or appealed. To the knowledge of Vendor, there is no event which may leads to foresaid change, revocation, alteration or appeal.
- 19.3 The Target Group is not accused, or informed that it may be accused for breaching environment laws, and to the knowledge of Vendor, there is no circumstance which may lead to such accusation.
- 19.4 There is no claim related to the environmental issue filed against the Target Group and to the knowledge of Vendor, there is no circumstance giving rise to such claim.
- 19.5 Neither the Target Group nor any person has placed, used, treated, deposited, disposed of or gave out pollutant, toxic materials or wastes in any leased properties or properties as owned, leased, occupied, used or controlled by the Target Group currently or in the past.
- 19.6 The Target Group is not aware of the use of potential pollutants in any leased properties or properties as owned, leased, occupied, used or controlled by the Target Group currently or in the past.
- 19.7 The Vendor and Target Group are not aware of any fact or circumstances, after due and prudent enquiry, which will cause the Target Group not to comply with any applicable environmental law or not to obtain such licences and approvals.

## **20. No Joint Venture/Association**

- 20.1 Save as disclosed in Schedule 1B, none of the Target Group Companies has become or agrees to become a member of any joint venture/association, consortium, partnership, or other unlimited-liability entity. None of the Target Group Companies has become or will become a party to any agreement or arrangement which shares commission or other incomes.

## **21. Miscellaneous**



- 21.1 All the data and materials provided to the Purchaser and its authorized agent, and Purchaser's lawyer, accountant and financial advisor under or in connection with this Agreement or otherwise, was when provided, and are true, accurate and complete in all respects; there is no fact, or matter which has not been disclosed in writing to the Purchaser or its professional advisers which renders any such information untrue, inaccurate or misleading or which might reasonably affect the willingness of the Purchaser to proceed with the purchase of the Shares on the terms of this Agreement. There is no fact or event occurred at the time of execution of this Agreement until Closing, which may render such data and materials or documents untrue, inaccurate, incomplete or misleading, or may be reasonably expected to affect the Purchaser's decision to acquire the Sale Shares. All material data and facts of each of the Target Group Companies have been fully disclosed to the Purchaser and its authorized agent, the Purchaser's legal advisers, accountants or financial advisers, and such data and materials or facts has been recorded in the Target Group's Accounts.

### **SCHEDULE 3**

#### **PROPERTIES**

##### **A. Owned Lands and Properties**

<b>Item Nos.</b>	<b>Location of landed properties owned by the Company, which are for investment purpose</b>
1.	16 Kian Teck Way, Singapore 628749
2.	21 Toh Guan Road East #01-10, Singapore 608609
3.	21 Toh Guan Road East #01-11, Singapore 608609
4.	45 Hillview Avenue #01-05, Singapore 669613
5.	45 Hillview Avenue #01-06, Singapore 669613
6.	11 Kang Choo Bin Road #01-01, Singapore 548315
7.	114 Lavender Street, #01-68 CT Hub 2, Singapore 338729

##### **B. Leased Lands and Properties**

<b>Item No.</b>	<b>Expiry date of Term</b>	<b>Area (Sq Feet) (Approximately)</b>	<b>Location</b>
1.	31 August 2042	3227.20	16 Kian Teck Way S 628749
2.	30 April 2026	Not explicitly mentioned as this is worker dormitory	6 Kian Teck Avenue #02-10, S628910
3	30 April 2026	Not explicitly mentioned as this is worker dormitory	20 Kian Teck Avenue #03-01, S628917
4	31 May 2026	Not explicitly mentioned as this is worker dormitory	8 Kian Teck Avenue #03-04, S628911
5	31 May 2026	Not explicitly mentioned as this is worker dormitory	18 Kian Teck Avenue #02-08, S628916
6	31 May 2026	Not explicitly mentioned as this is worker dormitory	22 Kian Teck Avenue #03-03, S628918
7	31 May 2026	Not explicitly mentioned as this is worker dormitory	14 Kian Teck Avenue #02-06, S628914
8	31 May 2026	Not explicitly mentioned as this is worker dormitory	16 Kian Teck Avenue #05-01, S628915
9	31 May 2026	Not explicitly mentioned as this is worker dormitory	22 Kian Teck Avenue #02-10, S628918






#### **SCHEDULE 4**

#### **LITIGATION**

1. List of pending litigations involving the Target Group (as Defendant): Nil
2. List of pending litigations involving the Target Group (as Plaintiff): Nil

## SCHEDULE 5

### INTELLECTUAL PROPERTIES

Trademark	Place of Registration	Registered Owner	Class	Trade Mark No.	Date of Registration
A 	Hong Kong	S&T Holdings Limited	37	304751541	29 Nov. 2018
B 					
	Singapore	Sing Tec Development Pte Ltd	37	40201825269P	5 Dec. 2018

Domain Name	Registered Owner	Registration Date	Expiry Date
www.singtec.com.sg	Sing Tec Development Pte Ltd	22 October 2007	21 October 2025