

物業臨時買賣合約
PROVISIONAL AGREEMENT FOR SALE AND PURCHASE

賣方
VENDOR 本合約訂於 2026 年 1 月 22 日合約第一方為 Wise City Holdings Limited 持有商業登記證號碼 53434826 地址在香港夏慤道 18 號海富中心一座 6 樓 603 室 (以下稱“賣方”);

This AGREEMENT is made on 22 January 2026 BETWEEN the first party Wise City Holdings Limited, holder of Business Registration Number 53434826 located at Unit 603 on 6/F, Tower 1, Admiralty Center, 18 Harcourt Road, Hong Kong (hereinafter called “the Vendor”)

買方
PURCHASER 合約第二方為 新威怡國際有限公司 持有商業登記證號碼 72158841 地址在西洋菜南街 51 號友誠商業中心 18 樓 1801-1804 室 (以下稱“買方”); 和 the second party New Joyful Way International Limited, Holder of Business Registration Number 72158841 of Room 1801-04, 18/F., Yau Shing Commercial Centre, 51 Sai Yeung Choi Street, Kowloon (hereinafter called “the Purchaser”) and;

代理
AGENT 合約第三方為 天俊測量師有限公司 持有商業登記證號碼 36515396 及持有地產代理(公司)牌照號碼 C-024385 地址在 香港灣仔軒尼詩道 288 號英皇集團中心 18 樓 1801 室 以下稱“代理”。

the third party Citiland Surveyors Limited (holder of Business Registration No. 36515396 and holder of Estate Agent (Company) Licence No. C-024385) of Unit 1801 18/F Emperor Group Centre No. 288 Hennessy Road Wan Chai Hong Kong (hereinafter called “the Agent”).

合約三方茲同意買賣條款如下：

NOW IT IS HEREBY AGREED as follows: -

物業
PREMISES 1. 買賣雙方通過代理，同意按以下列條款出售及購入香港耀華街 16 號 1 樓至 4 樓及耀華街 18 號 1 樓至 5 樓連天台(以下稱“該物業”)。
The Vendor shall sell and the Purchaser shall purchase, through the Agent subject to the terms and conditions herein contained, All those 1/F – 4/F, No.16 Yiu Wa Street Hong Kong and 1/F – 5/F & The Roof, No.18 Yiu Wa Street, Hong Kong (hereinafter called “the said premises”).

**成交價及
付款方式
CONSIDERATION
AND PAYMENT**

2. 該物業之成交價為港幣 52,000,000.00 元
買方須按下述方式支付成交價予賣方：-
- (a) 港幣 2,600,000.00 元須在簽本合約之同時付清作為臨時訂金。
 - (b) 港幣 2,600,000.00 元須於 2026 年 2 月 2 日或之前付清作為再加訂金。
 - (c) 成交價餘額港幣 46,800,000.00 元須於成交時付清。

The purchase price of the said premises shall be HK\$52,000,000.00 which shall be paid by the Purchaser to the Vendor in the manner as follows:-

- (a) HK\$2,600,000.00 shall be paid upon signing of this Agreement as initial deposit.
- (b) HK\$2,600,000.00 shall be paid on or before 2nd February 2026 as further deposit.
- (c) HK\$46,800,000.00 shall be paid on or before completion herein as balance of the purchase price.

**成交日期
COMPLETION
DATE**

雙方須於 2026 年 3 月 31 日或之前（“成交日”）完成該物業之買賣。

Completion shall take place on or before 31st March 2026 (“the Completion Date”).

**訂金託管
STAKEHOLD
DEPOSIT**

上述 2(a)及 2(b)條文所列之訂金，須由賣方之代表律師行托管，並在證明成交價餘款足解除現存針對該物業押記 / 按揭及其他負擔或債項方可將其或其部份轉交賣方。

The deposits payable under 2(a) and 2(b) above shall be paid to the Vendor's solicitors as stakeholders who shall not release the same or any part(s) thereof to the Vendor unless it is proved that the balance of the purchase price is sufficient to discharge the existing charge(s) / mortgage(s) and other encumbrances (if any) against the said premises.

**正式買賣合約
FORMAL
AGREEMENT FOR
SALE AND
PURCHASE**

3. 正式買賣合約須於 2026 年 2 月 2 日或以前簽署。
3. The Formal Agreement for Sale and Purchase shall be signed on or before 2nd February 2026.

**負擔或債項
ENCUMBRANCES**

4. 該物業是以免除所有負擔或債務之情況下售予買方，買方之提名人或承讓人。
4. The said premises is sold free from all encumbrances to the Purchaser, its nominee(s) or sub-purchaser(s).

**交易情況
POSSESSION**

5. 該物業是交吉交易。但該物業的買賣完成時將連同耀華街 16 號 5 樓連天台售後租予城市服務公寓有限公司，租約詳情請見附件 1 條款 5。
5. Upon completion, the said premises are to be leased, together with 5/F & The Roof No.16 Yiu Wa Street, to Metropolitan Apartment Limited, with details outlined in clause 5 in the Rider 1. Subject to the execution of the said tenancy agreement, vacant possession shall be deemed to be delivered to the Purchaser on completion.

**以現狀出售
AS IS BASIS**

6. 該物業是以現狀售予買方。
6. The said premises is sold to the Purchaser on an "as is" basis.

**代表律師
SOLICITORS**

7. 買賣雙方同意分別委託其代表律師。賣方代表律師為譚氏律師事務所而買方之代表律師為鄒祈陳律師事務所。
7. The Vendor and the Purchaser agree that they shall separately appoint their own solicitors.
The Vendor shall be represented by Tam & Associates whereas the Purchaser shall be represented by Chow, Griffiths & Chan Solicitors.

**律師費
LEGAL FEES**

8. 賣方及買方各自負責其律師費。
8. The Vendor and the Purchaser shall each pay its own legal costs.

**印花稅
STAMP DUTY**

9. 雙方同意本合約，正式買賣合約及其後的轉讓契的從價印花稅由買方支付
9. Both parties agree that Ad Valorem Stamp Duty on this Agreement, the Formal Agreement for Sale and Purchase and the subsequent assignment shall be paid by the Purchaser.

**代理佣金
AGENT'S**

10. 基於代理在促成該物業買賣中所提供之服務，代理有權向賣方收取港

COMMISSION

幣 520,000.00 元 (“賣方佣金”) 並向買方收取港幣 520,000.00 元 (“買方佣金”) 作為佣金。買方佣金及賣方佣金之繳付不得遲於成交日後七日。

10. In consideration of the services rendered by the Agent in respect of the sale and purchase of the said premises, the Agent shall be entitled to receive HK\$520,000.00 from the Vendor (“Vendor Commission”) and HK\$520,000.00 from the Purchaser (“Purchaser Commission”) as commission. The Purchaser Commission and the Vendor Commission shall be paid within 7 days after the Completion Date.

代理之賠償 COMPENSATION TO AGENT

11. 無論在任何情況下，若賣方或買方未能履行本合約之條款賣出或買入該物業，則悔約的一方須即時付予代理港幣 1,040,000.00 元作為賠償代理之損失。但是，若該物業的業權存在瑕疵，在此情況下所有佣金由賣方支付。

11. If in any case either the Vendor or the Purchaser fails to complete the sale and purchase of the premises in accordance with the terms and conditions of this Agreement (save and except in the situation that the title of the premises is defective. In that scenario, all commissions of both parties hereto shall be paid by the Vendor), the defaulting party shall pay the Agent HK\$1,040,000.00, being commissions payable by the Vendor and the Purchaser.

過往談判 PRIOR NEGOTIATIONS

12. 此合約取代三方過往所有之談判、聲稱、理解及協議。

12. This Agreement supersedes all prior negotiations, representation, understanding and agreements of the parties hereto.

住宅 / 非住宅 * RESIDENTIAL / NON- RESIDENTIAL *

13. 茲證明此項買賣之物業根據印花稅條例 (117 章) 第 29A (1) 條之定義乃住宅物業。

13. It is hereby certified that the transaction hereby effected relates to residential premises within the meaning of Section 29A (1) of the Stamp Duty Ordinance (Cap. 117).

**委任代理
APPOINTMENT OF
AGENT**

14. 茲聲明本合約之代理為買賣雙方代理。
14. It is hereby declared that the Agent is the Agent for both the Vendor and the Purchaser.

**第三者權利
RIGHT OF THIRD
PARTIES**

15. 合約 (第三者權利) 條例 (第 623 章) 的條文在本協議及 / 或任何依據本協議而簽立的文件中豁除。
15. The provisions of the Contracts (Rights of Third Parties) Ordinance (Cap 623) are hereby expressly excluded from this Agreement and / or any other documents executed pursuant thereto.

**備注
REMARKS**

**附件 1 中的臨時買賣合約補充條款為本合約的一部份
THE RIDER AT APPENDIX I FORMS PART OF THIS AGREEMENT**

合約三方茲於上述年月日憑此親筆簽字為據。

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

For and on behalf of

Wise City Holdings Limited

For and on behalf of
WISE CITY HOLDINGS LIMITED


.....
Authorised Signature(s)

賣方簽署接受
Signed by the Vendor

姓名:
Name: CHEUNG NAI SHUEN

香港身份證號碼: K491768(15)
HKID No.: _____

For and on behalf of

Citiland Surveyors Limited



.....

代理簽署接受
Signed by the Agent

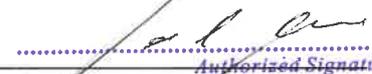
姓名:
Name: TANG HING NIN

牌照號碼: E-022883
Licence No.: E-022883

For and on behalf of

New Joyful Way International Limited

For and on behalf of
New Joyful Way International Limited
新威怡國際有限公司


.....
Authorised Signature(s)

買方簽署接受
Signed by the Purchaser

姓名: **Shek Ping Cheong Samuel**
Name: _____

香港身份證號碼: A935801(6)
HKID No.: _____

茲收到買方臨時訂金港幣 2,600,000.00

支票號碼: 001164 銀行 中國銀行

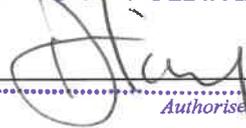
Received from the Purchaser the initial deposit in the sum of HK\$2,600,000.00

Cheque No. 001164 Bank Bank of China

賣方確認簽收

Acknowledge receipt by the Vendor

For and on behalf of
WISE CITY HOLDINGS LIMITED


.....
Authorised Signature(s)

附件 1 - 物業臨時買賣合約補充條款

Appendix I-Rider to Provisional Agreement for Sale and Purchase

本條款定於 2026 年 1 月 22 日

This Appendix is made on 22 January 2026

賣方 Vendor	:	Wise City Holdings Limited 商業登記號碼: 53434826 BR Certificate No.53434826
買方 Purchaser	:	新威怡國際有限公司 New Joyful Way International Limited 商業登記號碼: 72158841 BR Certificate No. 72158841
代理 Agent	:	天俊測量師有限公司 Citiland Surveyors Limited 商業登記號碼: 36515396 BR Certificate No. 36515396
物業 Premises	:	香港耀華街 16 號 1 樓至 4 樓及耀華街 18 號 1 樓至 5 樓連天台 1/F – 4/F No.16 Yiu Wa Street, Hong Kong and 1F – 5/F & The Roof No.18 Yiu Wa Street, Hong Kong

三方同意並遵守下列條款:-

NOW IT IS HEREBY AGREED as follows:-

- (1) Except the notice mentioned in clause (2) in this rider, the said Premises is sold to the Purchaser on “as-is” basis. The Vendor makes no warranty as to whether or not the said premises contain any unauthorized structures, additions or alterations or any illegal structures. No requisitions or objection whatsoever shall be raised in respect of any unauthorized structure, additions, alterations or illegal structures and the Purchaser shall not be entitled to withhold or delay and the purchase of the said premises on the ground that there is any unauthorized structure alterations or illegal structures in or affecting the premises unless otherwise stated in Clause (2) and Clause (3) in this rider.
- (2) Any other notice, order or direction issued by the Government (including the Buildings Department and the Fire Services Department) or other competent authority that exist prior to the date of this Agreement, whether registered or not, the Vendor shall complete all the inspection, demolition, reinstatement, repair and/or other works required under all such Notices on or before the handover of the premises upon the expiration of the tenancy agreement in clause (5) of this Rider.
- (3) If any notice, order or direction shall be issued by the Government (including the Buildings Department and the Fire Services Department) or other competent authority after the date of this Agreement and on or before completion, whether registered or not, requiring the Vendor to effect any inspection, demolition, reinstatement, repair or to carry out any works to the said premises or any part thereof or any adjoining slopes or structures, the Vendor shall be responsible for the costs and expenses for the inspection, demolition, reinstatement, repair and/or works required under all such notice, order or direction and pay the same on or before the handover of the premises upon the expiration of the tenancy agreement in clause (5) of this Rider.

The Vendor undertakes to notify the Purchaser in writing forthwith upon receipt any of the notice or order or direction as aforesaid.

- (4) The Vendor shall not, after the signing of this Agreement, enter into or create any mortgage or charge (whether legal or equitable) or any encumbrances of whatever nature over or of the said premises or any part thereof or assign, let, lease or otherwise part with the possession of the said premises or any part thereof nor agree to do so.
- (5) Upon completion, the said premises are to be leased, together with 5/F & The Roof No.16 Yiu Wa Street, to Metropolitan Apartment Limited for HK\$250,000.00 per month (exclusive, i.e., Government rates, Government rent and management fee are all responsible by the Tenant) for a period of 2 years (both days inclusive) with 2 months rentals as rental deposit and 1 month of advance rental payment payable on the 1st day of each month. The Vendor and the Purchaser shall on or before completion herein enter into a tenancy agreement prepared by the Purchaser's Solicitors for the said leasing and the stamp duty payable therein shall be borne by the Vendor.

The tenant shall have right to licence the premises to third parties for a term no longer than the term of tenancy and the tenant shall yield up the premises with vacant possession on an as-is basis upon the expiration with all the furniture, fittings, and fixtures therein.

- (6) The Purchaser hereby declares that the Purchaser is not the Connected Person (as defined by the Listing Rules of HKEX) to the Vendor and it is a condition of this Agreement that if HKEX requests information about the Purchaser to prove the declared statement aforesaid, the Purchaser shall provide documents of proof as reasonably requested by the Vendor without delay.
- (7) It is a condition of this Agreement the sale and purchase of the Property shall be subject to shareholder's approval of Star Group Asia Limited (HKEX stock code: 1560) to the sale and purchase herein and is obtained before completion herein. If documentary proof of the said shareholders' approval is not provided to the Purchaser at least 7 business days before Completion date, the completion date shall be postponed to a date which shall be the 7th business day after the date on which the said documentary proof of the shareholders' approval is provided to the Purchaser. Provided That if the said approval is not obtained and delivered to the Purchaser on or before 18th June 2026 (time being of essence) the Purchaser shall have the right to rescind this Agreement whereupon all the deposit paid by the Purchaser shall be returned to the Purchaser in full forthwith. And thereafter, neither parties shall have any claims against the other.
- (8) It is acknowledged between the parties hereto that simultaneous with the signing of this Agreement, another Provisional Agreement for Sale and Purchase will be signed between Numeric City Limited ("the Other Vendor") and the Purchaser whereby the Other Vendor agrees to sell and the Purchaser agrees to purchase the property known as 5/F & The Roof No.16 Yiu Wa Street Hong Kong (collectively known as "the Other Properties") dated the same date as this Agreement for the consideration of HK\$6,000,000.00. It is hereby agreed that it is a condition to completion herein that completion of the sale and purchase of the said premises shall be simultaneous with the completion of the sale and purchase of the Other Properties. The parties

have further agreed, notwithstanding anything herein contained, that if completion in respect of the Other Properties does not take place due to the default of the Purchaser, completion of the said premises hereunder shall not take place under this Agreement and the Purchaser is deemed to be in default of this Agreement. The Purchaser must forthwith return all original agreement(s) duly registered at the Land Registry and all title deeds and documents in respect of the said premises to the Vendor and the Vendor shall be entitled to:-

- (a) forthwith enter and repossess the said premises free from any right or interest of the Purchaser therein;
 - (b) register at the Land Registry an instrument signed by the Vendor alone evidencing termination of this Agreement and the subsequent formal agreement (if applicable);
 - (c) forfeit absolutely all deposits and other purchase money paid hereunder by the Purchaser to the Vendor; and
 - (d) make further claim against the Purchaser for damages suffered by the Vendor as a result of termination of this Agreement.
- (9) The English version of this Agreement shall prevail for all intent and purposes.
- (10) The Vendor shall give and prove good title to the said premises in accordance with Section 13A and 13 of the Conveyancing and Property Ordinance ("CPO"). Notwithstanding anything to the contrary, all the original title deeds and documents relating exclusively to each of the floors comprised in the said premises which are required for giving good title shall be delivered to the Purchaser before completion herein.
- (11) Notwithstanding anything herein provided, if the date fixed for completion of the sale and purchase of the Property shall fall on a day which is not a business day ("business day" is defined as a day on which The Hongkong and Shanghai Banking Corporation Limited is open for business in Hong Kong but excluding Saturday, Sunday and Public Holiday) or shall fall on a day on which typhoon signal No.8 or above or black rainstorm warning signal is hoisted in Hong Kong at any time between 9:30 a.m. to 5:00 p.m. on a weekday, such date for completion shall automatically be postponed to the next business day or such next succeeding day on which no typhoon signal No.8 or above or black rainstorm warning signal is hoisted (as the case may be) at any time between 9:30 a.m. to 5:00 p.m.
- (12) There are incorporated into this Agreement as if they were herein written the conditions respectively on the part of the Vendor and the Purchaser set out in Part A of the Second Schedule to the Conveyancing and Property Ordinance (Cap. 219) (save and except Condition 7(2) thereof). In case of any inconsistency or conflict between the provisions of this Agreement and the provisions of the said Ordinance, the provisions of this Agreement shall prevail.

For and on behalf of

Wise City Holdings Limited

For and on behalf of

Citiland Surveyors Limited

For and on behalf of

New Joyful way International Limited

For and on behalf of
WISE CITY HOLDINGS LIMITED



Authorized Signature(s)

賣方簽署接受
Signed by the Vendor

姓名:
Name: CHEUNG WAI SHUEN

香港身份證號碼:
HKID No: K481768(5)

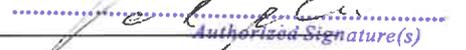


代理簽署接受
Signed by the Agent

姓名:
Name: TANG HING NIN

牌照號碼
Licence No: E-022883

For and on behalf of
New Joyful Way International Limited
新威怡國際有限公司



Authorized Signature(s)

買方簽署接受
Signed by the Purchaser

姓名: **Shek Ping Cheong Samuel**
Name: _____

香港身份證號碼:
HKID No: A935801(6)