SHARE PURCHASE AGREEMENT

This SHARE PURCHASE AGREEMENT (this "**Agreement**") is made as a deed on 23 October 2026 by and among:

(i) Glorious Way Investments Limited, a company incorporated in the British Virgin Islands whose registered address is at Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (the "**Buyer**");

(ii) Star Shine Holdings Group Limited, a company incorporated in the Cayman Islands and listed on The Stock Exchange of Hong Kong Limited with stock code 1440 (the "**Seller**");

(iii) Hope Faith Limited, a company incorporated in Hong Kong, whose registered address is Room C, 21/F. Lee & Man Commercial Center, No. 169 Electric Road, North Point, Hong Kong ("**Hope Faith**", together with the Seller, the "**Seller Group**");

(iv) Circle Time Limited, a company incorporated in the British Virgin Islands, whose registered address is at Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (the "**Target**"); and

(v) Golden King Investments Limited, a company incorporated in Hong Kong, whose registered address is Room C, 21/F. Lee & Man Commercial Center, No. 169 Electric Road, North Point, Hong Kong ("**Golden King**", together with the Target, the "**Target Group**").

Individually, a "**Party**" and collectively, the "**Parties**".

WHEREAS, the Buyer owns 363,500,000 ordinary shares of the Seller, representing 28.85% of the issued and outstanding shares of the Seller;

WHEREAS, the Seller owns one (1) ordinary share in the capital of the Target, representing 100% of all issued and outstanding shares of the Target (the "**Sale Share**"), which in turn holds (i) 100% of the total issued share capital of Golden King, and (ii) 50% of the total issued share capital of Star Power Development Limited, a company incorporated in Hong Kong (the "**Joint Venture**");

WHEREAS, the Target is indebted to the Seller and other members of the Seller Group in respect of certain interest-free, unsecured shareholder's loans, which, with effect upon the date hereof, will be irrevocably assigned and novated pursuant to Section 2.2 and thereby consolidated into an amount owed by the Target to the Seller on or before the Closing Date (the "**Sale Debt**");

WHEREAS, the Seller desires to sell, and the Buyer desires to purchase, the Sale Share and Sale Debt on the terms and conditions set forth herein; and

WHEREAS, Hope Faith, Golden King, the Target and the Seller are each party to the Novations referred to in Section 2.2, and each of Hope Faith, Golden King, the Target and the Seller is executing and delivering this Agreement as a deed, notwithstanding the Buyer may execute and deliver this Agreement under hand.

NOW, THEREFORE, the Parties hereby agree as follows:

1. DEFINITIONS AND INTERPRETATION.

1.1 In this Agreement, the following terms shall have the meanings set out below unless the context otherwise requires:

"**Agreement**" has the meaning given to it in the preamble;

"**Buyer**" has the meaning given to it in the preamble;

"**Claim**" has the meaning given to it in Section 7.1;

"**Closing**" has the meaning given to it in Section 4;

"**Closing Date**" has the meaning given to it in Section 4;

"**Disclosure Schedule**" means the disclosure schedule annexed to this Agreement as Schedule 1;

"**Expected Closing Date**" has the meaning given to it in Section 4;

"**Golden King**" has the meaning given to it in the preamble;

"**Golden King Balance**" has the meaning given to it in Section 2.1(b);

"**Golden King Novation**" has the meaning given to it in Section 2.2(b);

"**Hope Faith**" has the meaning given to it in the preamble;

"**Hope Faith Loan Balance**" has the meaning given to it in Section 2.1(a);

"**Hope Faith Novation**" has the meaning given to it in Section 2.2(a);

"**Indemnified Party**" has the meaning given to it in Section 7.1;

"**Joint Venture**" has the meaning given to it in the preamble;

"**Listing Rules**" means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended from time to time;

"**Management Accounts**" means the management accounts of each of the Target, Golden King, and the Joint Venture made up to 31 August 2026;

"**Novations**" has the meaning given to it in Section 2.2(b);

"**Party**" or "**Parties**" has the meaning given to it in the preamble;

"**Pre-Closing Target Loan Balance**" has the meaning given to it in Section 2.2(c);

"**Purchase Price**" has the meaning given to it in Section 3.1;

"**Sale Debt**" has the meaning given to it in the preamble;

"**Sale Share**" has the meaning given to it in the preamble;

"**Seller**" has the meaning given to it in the preamble;

"**Seller Group**" has the meaning given to it in the preamble;

"**Shareholder Loan Balance**" has the meaning given to it in Section 3.2;

"**Target**" has the meaning given to it in the preamble;

"**Target Group**" has the meaning given to it in the preamble;

"**Target Loan Balance**" has the meaning given to it in Section 2.1(c);

1.2 In this Agreement, unless the context otherwise requires:

(a) references to this Agreement include its Exhibits and Schedules;

(b) references to Sections, Exhibits and Schedules are to sections of, and exhibits and schedules to, this Agreement; and

(c) references to "HK$" are to Hong Kong dollars, the lawful currency of Hong Kong.

2. PRE-CLOSING LOAN RESTRUCTURING

2.1 The Seller Group represents and warrants to the Buyer that, as of the date hereof, the following amounts are owed between members of the Seller Group and members of the Target Group:

(a) the Target owes Hope Faith a net amount of HK$2,533,000, representing the net total amount paid by Hope Faith on behalf of the Target, which is interest-free in nature (the "**Hope Faith Loan Balance**");

(b) Golden King owes the Seller a net amount of HK$766,282, representing the net total amount advanced by the Seller to Golden King, as offset by certain amounts paid back by Golden King, which is interest-free in nature (the "**Golden King Balance**"); and

(c) the Target owes the Seller a net amount of HK$67,665,917, representing the total amount advanced by the Seller to the Target which is interest-free in nature (the "**Target Loan Balance**").

2.2 Upon the date hereof, and without the requirement for any further act, deed or instrument on the part of any Party, the following restructuring of intercompany loan balances

between members of the Seller Group and members of the Target Group shall occur automatically by virtue of this Agreement being executed and delivered as a deed:

(a) Hope Faith shall irrevocably and unconditionally assign and novate, and shall be deemed to have irrevocably and unconditionally assigned and novated, to the Seller absolutely all of its rights, title and interest in and to the Hope Faith Loan Balance and the right to receive payment thereof from the Target, together with all related rights, claims and causes of action (the "**Hope Faith Novation**"). The Target hereby expressly consents to, accepts and confirms the Hope Faith Novation and covenants and acknowledges that it shall owe the Hope Faith Loan Balance to the Seller in every respect in lieu of, and to the entire exclusion of, Hope Faith, and releases and discharges Hope Faith from any further obligation, claim or liability in respect thereof, and Hope Faith is hereby released and discharged from all obligations and liabilities whatsoever in connection with the Hope Faith Loan Balance.

(b) Golden King shall irrevocably and unconditionally assign and novate, and shall be deemed to have irrevocably and unconditionally assigned and novated, to the Target absolutely all of its obligations and liabilities to repay the Golden King Balance to the Seller, together with all related obligations and liabilities in connection therewith (the "**Golden King Novation**", and together with the Hope Faith Novation, the "**Novations**"). The Target hereby expressly assumes, accepts and confirms the Golden King Novation and covenants and acknowledges that it shall owe the Golden King Balance to the Seller in every respect in lieu of, and to the entire exclusion of, Golden King, and the Seller hereby expressly consents to, accepts and confirms the Golden King Novation and releases and discharges Golden King from all obligations and liabilities whatsoever in connection with the Golden King Balance , such that Golden King shall have no further obligation, claim or liability in respect thereof.

(c) immediately following the occurrence of the Novations mentioned in Sections 2.2(a) and 2.2(b), the total amount owed by the Target to the Seller shall equal the sum of (i) the Hope Faith Loan Balance, (ii) the Golden King Balance, and (iii) the Target Loan Balance, which shall equal HK$70,965,199 (the "**Pre-Closing Target Loan Balance**"), constituting the Sale Debt.

3. SALE AND PURCHASE.

3.1 On the Closing Date and subject to the terms and conditions of this Agreement, the Seller shall sell and the Buyer shall purchase the Sale Share and the Sale Debt, in both cases free and clear from all liens, charges, encumbrances and third-party rights together with all economic rights, dividends and privileges attached thereto as of the date hereof. The aggregate purchase price for the Sale Share and the Sale Debt shall equal HK$58,700,000 (the "**Purchase Price**"), representing the aggregate valuation of 100% of the equity value of the Target Group and the Sale Debt as appraised by Ravia Global Appraisal Advisory Limited, which is agreed upon between the Buyer and Seller as the aggregate fair value of the Sale Share and Sale Debt.

3.2 The Purchase Price shall be deemed satisfied in full at the Closing by way of the Buyer setting off the portion of the amount owed by the Seller to the Buyer corresponding to the Purchase Price (the "**Shareholder Loan Balance**"). Following the Closing, the residual

balance owed by the Seller to the Buyer following the set-off contemplated in this Section 3.2 shall remain outstanding and payable by the Seller to the Buyer.

3.3 The Parties acknowledge and agree that, upon Closing, the entire legal and economic interest in the Target Group shall vest in the Buyer and, accordingly, any benefit or burden relating to the Target Group, whether arising from events, facts or circumstances existing prior to the date hereof or otherwise, shall from and after the Closing accrue to and be borne exclusively by the Target Group or the Buyer, as applicable.

4. CLOSING. Closing of the purchase and sale of the Sale Share and Sale Debt shall take place upon all closing conditions set forth in Section 4.1 being satisfied or waived, which shall not be later than 31 December 2026 (the "**Expected Closing Date**"), or on such other date as the Parties may specify in writing (the "**Closing**", and such date, "**Closing Date**").

4.1 Closing Conditions. The Closing shall be subject to the following conditions:

(a) Representations. Each of the representations and warranties contained in Section 5 shall be true and accurate in all material respects when made on the date hereof and as of the Closing Date as though made on such date.

(b) Approvals. Prior to Closing, the Parties shall have obtained all necessary regulatory and corporate approvals, consents, and filings required by law and/or any governmental or regulatory bodies or stock exchanges for their execution, delivery and performance of this Agreement.

(c) Listing Rules Compliance. The independent shareholders of the Seller shall have approved the transactions contemplated by this Agreement at a general meeting of the Seller in accordance with Rule 14A.36 of the Listing Rules.

(d) Pre-Closing Loan Restructuring. The Novations set forth in Section 2.2 shall have occurred and taken effect in accordance with their terms.

(e) No Material Adverse Change. Since 31 August 2026, no event, change, circumstance or development shall have occurred that has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business, assets, financial condition or operations of the Target or any of its subsidiaries.

4.2 Seller Closing Deliverables. On the Closing Date, the Seller and/or the Target shall, unless otherwise waived by the Buyer in writing, deliver to the Buyer:

(a) the signed instrument of transfer for the Sale Share as set forth in Exhibit A herein;

(b) to the extent available, all the original statutory books, company chops and seals of the Target, together with all accounting records of the Target; and

(c) duly executed bank mandate forms for the change of authorized signatories, together with all security tokens, cheque books, bank seals, login credentials, and any other physical devices or information necessary to access and operate the Target's bank accounts.

4.3 **Buyer Closing Deliverables.** On the Closing Date, the Buyer shall satisfy the Purchase Price in the manner set out in Section 3.2 and, upon the Seller's reasonable request, the Buyer shall deliver to the Seller written confirmation acknowledging the irrevocable set-off of the Purchase Price against the Shareholder Loan Balance.

4.4 **Termination.** If Closing does not occur on or before the Expected Closing Date by reason of any closing condition set forth in Section 4.1 not having been satisfied or waived, this Agreement shall terminate automatically.

4.5 **Post-Closing Deliverables.** The Seller and/or the Target shall deliver to the Buyer, as soon as reasonably practicable after the Closing Date, a copy of the Target's register of members showing the Buyer as the registered owner of the Sale Share.

For the avoidance of doubt, the documents and/or information listed above shall not be required to be delivered on the Closing Date. Notwithstanding the delivery of all bank details of the Target on the Closing Date, the Seller and/or the Target shall provide reasonable assistance to the Buyer with any changes to bank mandates or access following Closing.

5. REPRESENTATIONS AND WARRANTIES.

5.1 **Mutual Representations and Warranties.** Each Party represents and warrants to the other Parties that the following statements are complete, true and correct as of the date hereof and will be complete, true and correct as of the Closing.

(a) Organization and Good Standing. It is duly incorporated or organized, validly existing and in good standing under the laws of its jurisdiction of incorporation or organization.

(b) Consents. All consents, approvals and authorizations required for its execution, delivery and performance of this Agreement have been obtained and remain in full force and effect. Such execution, delivery and performance, and the consummation of the transactions contemplated hereby, do not and will not (i) violate its organizational documents or applicable law, (ii) conflict with or result in a default under any material contract to which it is a party or by which it is bound, or (iii) result in the creation of any lien on its assets.

(c) Authority and Binding Agreement. It has full power and authority to enter into and perform this Agreement. This Agreement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it subject to applicable laws relating to insolvency and equitable remedies.

(d) Insolvency. It is not insolvent and, to its knowledge, no receiver, liquidator or similar officer has been appointed and no petition, resolution or proceeding for its winding-up, dissolution or bankruptcy has been proposed or instituted.

(e) Arm's Length Transaction. The Parties confirm and acknowledge that the terms of this Agreement, including the Purchase Price and the payment mechanism, have been negotiated on an arm's length basis and on normal commercial terms, and (i) no Party has received or will receive any collateral benefit, side payment or preferential treatment in connection

with the transactions contemplated hereby; and (ii) there are no side letters, supplemental agreements, oral understandings or other arrangements between the Parties or their respective associates or connected persons that would, individually or in the aggregate, render the terms of this Agreement less favorable to the Seller's group than those which would be available from independent third parties dealing at arm's length.

5.2 **Seller Group's Additional Representations and Warranties.** Members of the Seller Group jointly and severally represent and warrant to the Buyer that, as of the date hereof and as of the Closing (except where a representation speaks as of a specified date, in which case as of such date), subject in each case to the matters disclosed in the Disclosure Schedule:

(a) Title to Sale Share. The Seller is the legal and beneficial owner of the Sale Share, free and clear from all liens, charges, encumbrances, restrictions or other third-party rights, together with all economic rights, dividends and privileges attached thereto.

(b) Title to Sale Debt. The Seller is the legal and beneficial owner of the Sale Debt, free and clear from all liens, charges, encumbrances, restrictions or other third-party rights, together with all economic rights, dividends and privileges attached thereto. The Sale Debt constitutes a legal, valid and binding obligation of the Target, enforceable against the Target in accordance with its terms.

(c) Subsidiaries and Joint Venture. (i) The Target is the legal and beneficial owner of 100% of the issued share capital of Golden King, free and clear of all liens, charges, and encumbrances. Golden King is duly incorporated and validly existing under the laws of Hong Kong, is not insolvent and no receiver, liquidator or similar officer has been appointed over any of its assets, and no petition or resolution for its winding-up has been proposed or instituted. (ii) The Target is the legal and beneficial owner of 50% of the issued share capital of the Joint Venture, free and clear of all liens, charges, and encumbrances. The Joint Venture is duly incorporated and validly existing under the laws of Hong Kong, is not insolvent and no receiver, liquidator or similar officer has been appointed over any of its assets, and no petition or resolution for its winding-up has been proposed or instituted. The Joint Venture has full corporate power and authority to conduct its business as presently conducted.

(d) Intercompany Loans. The net intercompany loan and receivable positions of the Target and its subsidiaries as set out in Section 5.2(d) of the Disclosure Schedule are true, complete and accurate in all material respects. Other than as set forth in Section 5.2(d) of the Disclosure Schedule and such liabilities shown on the Management Accounts, (i) neither the Target nor any of its subsidiaries or affiliates is a party to any loan, advance, financial accommodation or similar arrangement with any members of the Seller or any of its subsidiaries or affiliates; and (ii) neither the Target nor any of its subsidiaries or affiliates has given any guarantee, indemnity or security in respect of the obligations of the Seller or any of its subsidiaries or affiliates.

(e) No Litigation. Save as disclosed in Section 5.2(e) of the Disclosure Schedule, there is no litigation, arbitration, administrative proceeding, governmental investigation or other legal proceeding pending or, to the knowledge of the Seller, threatened in writing against or involving the Target, Golden King, the Joint Venture or any of their respective assets, and there

is no judgment, decree, injunction, rule or order of any court, arbitrator or governmental body outstanding against any of them.

(f) Accuracy of Accounts. The Management Accounts have been prepared in accordance with the accounting policies consistently applied by the relevant Target Group member and, subject to reasonable audit adjustments: (i) give a true and fair view of the assets, liabilities and financial position of the relevant Target Group member as of 31 August 2026 and of its profit or loss for the period ended on that date; and (ii) are not misleading and do not materially overstate the assets or materially understate the liabilities of the relevant Target Group member as of 31 August 2026.

(g) No Undisclosed Liabilities. Save as disclosed in Section 5.2(g) of the Disclosure Schedule, neither the Target nor any of its subsidiaries have any material liability or obligation (whether absolute, accrued, contingent or otherwise) other than (i) liabilities reflected or reserved against in the books and records of the Target and its subsidiaries, and (ii) liabilities incurred in the ordinary course of business since the date of the most recent financial statements provided to the Buyer.

(h) Compliance with Laws. The Target and each of its subsidiaries is in material compliance with all applicable laws, regulations, orders and governmental requirements. Neither the Target nor any of its subsidiaries has received written notice of any material violation of any applicable law.

(i) Tax. The Target and each of its subsidiaries has timely filed all material tax returns required to be filed and has paid all taxes due and payable. There are no pending or, to the knowledge of the Seller, threatened tax audits, assessments or disputes against the Target or any of its subsidiaries.

(j) Books and Records. The books of account and other financial records of the Target and each of its subsidiaries are complete and accurate in all material respects and have been maintained in accordance with applicable law and sound business practices.

(k) No Material Adverse Change. Since 31 August 2026, there has been no event, change, circumstance or development that has had, or would reasonably be expected to have, individually or in the aggregate, a material adverse effect on the business, assets, financial condition, results of operations or prospects of the Target or any of its subsidiaries, save as disclosed in Section 5.2(k) of the Disclosure Schedule.

(l) No Brokers. No broker, finder, investment banker or other person is entitled to any brokerage, finder's fee, commission or similar payment in connection with the transactions contemplated by this Agreement based upon arrangements made by or on behalf of the Seller.

(m) Sufficiency of Assets. The assets of the Target and its subsidiaries constitute all assets necessary for the conduct of the business of the Target and its subsidiaries as presently conducted.

5.3 **Buyer's Additional Representations and Warranties**. The Buyer represents and warrants to the Seller that, as of the date hereof and as of the Closing:

(a) No Litigation. There is no legal proceeding pending or, to the knowledge of the Buyer, threatened in writing against Buyer that would reasonably be expected to have a material adverse effect on the Buyer's ability to consummate the transactions contemplated by this Agreement.

(b) Own Investigation. The Buyer acknowledges that (i) it has conducted its own independent investigation and analysis of the Target, Golden King, the Joint Venture and the Sale Share and Sale Debt, (ii) it has been afforded access to such information concerning the Target and its subsidiaries as it has reasonably requested, and (iii) in entering into this Agreement it has relied solely on its own investigation and analysis and the representations and warranties expressly set forth in this Agreement.

(c) Shareholder Loan Balance. The Buyer confirms and acknowledges that as of the date hereof, the Seller is indebted to the Buyer in the amount of the Shareholder Loan Balance, being an interest-bearing and unsecured shareholder's loan advanced by the Buyer to the Seller. Such indebtedness is valid, binding and enforceable in accordance with its terms, and is not subject to any defense, set-off or counterclaim other than as expressly contemplated by this Agreement.

6. OTHER COVENANTS

6.1 **Listing Rules Compliance**. The Seller shall use all reasonable endeavors to comply with all applicable requirements under the Listing Rules in connection with the transactions contemplated by this Agreement in a timely manner, including the publication of announcement(s), the dispatch of circular(s), the convening of general meeting(s) and the obtaining of independent shareholders' approval as may be required by the Stock Exchange of Hong Kong Limited. The Buyer shall provide all reasonable cooperation and assistance (including the provision of information) as the Seller may reasonably request to enable the Seller to comply with its Listing Rules obligations.

6.2 **Further Assurances.** The Parties agree to execute such documents and perform such further acts as may be reasonably necessary to carry out the purposes and intent of this Agreement.

6.3 **No Rescission**. The Buyer shall not be entitled in any circumstances to rescind or terminate this Agreement after Closing.

7. INDEMNITY.

7.1 After the Closing Date, the Buyer shall indemnify and hold harmless the Seller, its directors, officers, agents, employees and affiliates (each, an "**Indemnified Party**") from and against any and all losses, liabilities, damages, costs and expenses (including reasonable legal fees and disbursements) suffered or incurred by any Indemnified Party arising out of or relating to the Joint Venture, the Target Group, or any of their respective assets, liabilities, business, operations or affairs (whether arising from facts, matters or circumstances existing before, at or

after the Closing Date), including any litigation, claims, actions or proceedings pending, threatened or commenced against or involving any of them or any Indemnified Party (in its capacity as a former shareholder, director or officer of any member of the Target Group), whether pending at the Closing Date or commenced thereafter (each, a "**Claim**").

7.2 The Buyer's obligation to indemnify shall be subject to the Indemnified Party: (i) giving the Buyer prompt written notice of any Claim (specifying in reasonable detail the nature of the Claim and the amount claimed); (ii) affording the Buyer the opportunity to assume conduct of the defense, settlement or compromise of any Claim (provided that the Buyer shall not settle any Claim without prior written consent of the Indemnified Party if such settlement imposes any non-monetary obligation on the Indemnified Party or does not include a full release of the Indemnified Party); (iii) providing the Buyer with reasonable cooperation and access to relevant information; and (iv) taking all reasonable steps to mitigate any loss.

7.3 The indemnification obligations of the Buyer under this Section shall be the sole and exclusive remedy of the Indemnified Parties against the Buyer for any Claim (other than in the case of fraud), and the Seller hereby waives, to the fullest extent permitted by law, any and all other rights, claims and causes of action it may have against the Buyer relating to the subject matter of this Agreement.

7.4 For the avoidance of doubt, the Buyer's indemnification obligations under this Section shall survive the Closing and shall not be limited by the representations, warranties or other provisions of this Agreement, save as expressly set forth herein.

8. LIMITATIONS ON CLAIMS.

8.1 Mutual Limitations.

(a) Neither the Buyer nor the Seller shall have any liability under this Agreement for any indirect, consequential, special or punitive damages, including loss of profits, loss of business, loss of opportunity or diminution in value, howsoever arising.

(b) Each Party shall take all reasonable steps to mitigate any loss or damage suffered by it in respect of any matter giving rise to a claim under this Agreement, and neither the Buyer nor the Seller shall have any liability for any loss or damage to the extent that it would not have been incurred had such other Party taken such steps.

8.2 Seller's Limitations.

(a) Save in the case of fraud or gross negligence, the maximum aggregate liability of the Seller under or in connection with this Agreement, whether in contract, tort or otherwise, shall not exceed an amount equal to the Purchase Price.

(b) The Seller shall not be liable in respect of any claim to the extent that the facts, matters or circumstances giving rise to such claim were disclosed in the Disclosure Schedule or were otherwise known to the Buyer at or prior to the date of this Agreement.

(c) The Seller shall not be liable in respect of any claim to the extent that the loss or liability would not have arisen but for any voluntary act, omission or transaction of the Buyer or its affiliates after the Closing Date (other than any act, omission or transaction carried out pursuant to a legally binding obligation entered into on or before the Closing Date or required by applicable law).

9. GENERAL PROVISIONS.

9.1 Governing Law. This Agreement will be governed by and construed in accordance with the laws of Hong Kong, without giving effect to that body of laws pertaining to conflict of laws.

9.2 Dispute Resolution. Each Party irrevocably submits to the exclusive jurisdiction of the courts of Hong Kong to settle any dispute arising out of or in connection with this Agreement (including any question regarding its existence, validity or termination and any non-contractual obligations) and waives any objection to proceedings in such courts on the grounds of venue or forum non conveniens. Service of process may be effected by delivery to the Party's notice address set out in this Agreement, without prejudice to any other method permitted by law.

9.3 Notices. All notices not delivered personally will be sent with postage and/or other charges prepaid and properly addressed to the party to be notified at the address set forth below the signature lines of this Agreement or at such other address as such other party may designate in writing to the other party hereto.

9.4 Amendments and Waivers. Any provision of this Agreement may be amended or waived if, but only if, such amendment or waiver is in writing and is signed, in the case of an amendment, by each Party or, in the case of a waiver, by each Party against whom the waiver is to be effective.

9.5 Non-Waiver. No failure or delay by any Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise thereof preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

9.6 Assignment. No Party may assign, delegate or transfer any rights or obligations under this Agreement without the prior written consent of the other Parties. Any purported assignment in breach of this Section shall be void.

9.7 Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns.

9.8 Counterparts; Facsimile Signatures. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered (whether as a deed or otherwise) will be deemed an original, and all of which together shall constitute one and the same agreement. This Agreement may be executed and delivered by facsimile or other means of electronic delivery and upon such delivery the signature will be deemed to have the same effect as if the original signature had been delivered to the other party.

9.9 Expenses. Each Party hereto shall pay its own expenses with respect to the negotiation, execution, delivery and performance of the Agreement.

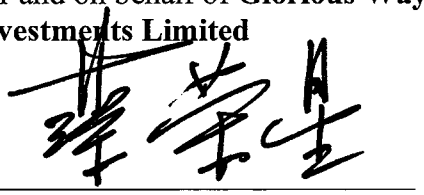
9.10 Entire Agreement. This Agreement (including the Exhibits and Schedules hereto, including the Disclosure Schedule) constitutes the entire agreement among the Parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether oral or written, relating to such subject matter. Each Party acknowledges that in entering into this Agreement it has not relied on, and shall have no right or remedy in respect of, any statement, representation, assurance or warranty (whether made innocently or negligently) other than as expressly set forth in this Agreement. Nothing in this Section shall limit or exclude any liability for fraud.

[*Signature page follows*]

IN WITNESS WHEREOF, this Agreement has been executed and delivered as a deed by each of the Seller, Hope Faith, the Target and Golden King, and executed under hand by the Buyer, in each case as of the date first above written.

BUYER

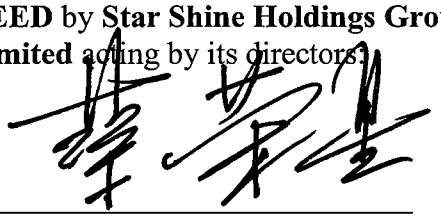
For and on behalf of **Glorious Way Investments Limited**



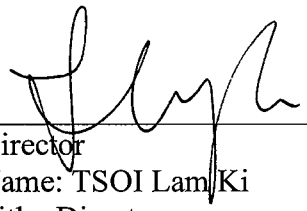
Name: TSOI Wing Sing
Title: Director
Notice Address: Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands
Notice Email: kentsoi@calsoninvestment.com.hk

SELLER

EXECUTED AND DELIVERED AS A DEED by **Star Shine Holdings Group Limited** acting by its directors:



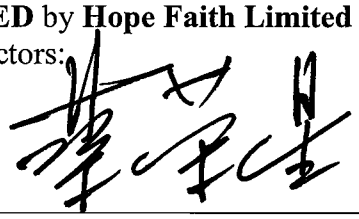
Director
Name: TSOI Wing Sing
Title: Director
Notice Address: Unit C, 21/F, Lee & Man Commercial Center, 169 Electric Road, North Point, Hong Kong
Notice Email: kentsoi@calsoninvestment.com.hk



Director
Name: TSOI Lam Ki
Title: Director
Notice Address: Unit C, 21/F, Lee & Man Commercial Center, 169 Electric Road, North Point, Hong Kong
Notice Email: linkytsoi@starshineholdings.com

HOPE FAITH

EXECUTED AND DELIVERED AS A DEED by **Hope Faith Limited** acting by its directors:



Director
Name: TSOI Wing Sing
Title: Director
Notice Address: Unit C, 21/F, Lee & Man Commercial Center, 169 Electric Road, North Point, Hong Kong
Notice Email: kentsoi@calsoninvestment.com.hk



Director
Name: TSOI Lam Ki
Title: Director
Notice Address: Unit C, 21/F, Lee & Man Commercial Center, 169 Electric Road, North Point, Hong Kong
Notice Email: linkytsoi@starshineholdings.com

TARGET

EXECUTED AND DELIVERED AS A DEED by **Circle Time Limited** acting by its directors:



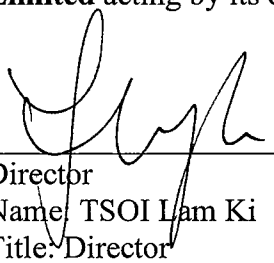
Director
Name: TSOI Lam Ki
Title: Director
Notice Address: Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands
Notice Email: linkytsoi@starshineholdings.com



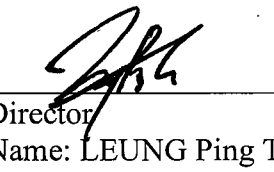
Director
Name: LEUNG Ping Tak Peter
Title: Director
Notice Address: Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands
Notice Email: peterleung@starshineholdings.com

GOLDEN KING (executing as a deed)

EXECUTED AND DELIVERED AS A DEED by **Golden King Investments Limited** acting by its directors:



Director
Name: TSOI Lam Ki
Title: Director
Notice Address: Unit C, 21/F, Lee & Man Commercial Center, 169 Electric Road, North Point, Hong Kong
Notice Email:
linkytsoi@starshineholdings.com



Director
Name: LEUNG Ping Tak Peter
Title: Director
Notice Address: Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands
Notice Email:
peterleung@starshineholdings.com

EXHIBIT A

INSTRUMENT OF TRANSFER

CIRCLE TIME LIMITED

We, Star Shine Holdings Group Limited, a company incorporated in the Cayman Islands and listed on the Stock Exchange of Hong Kong Limited with stock code 1440, whose address is at Unit C, 21/F, Lee & Man Commercial Center, 169 Electric Road, North Point, Hong Kong, in consideration of HK$1 paid to us by Glorious Way Investments Limited, a company incorporated in the British Virgin Islands whose address is at Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (hereinafter called "the said Transferee"), do hereby transfer to the said Transferee the one (1) ordinary share of Circle Time Limited to hold unto the said Transferee, its successors or assigns, subject to the several conditions upon which it holds the same at the time of execution of this Instrument of Transfer, and the said Transferee does hereby agree to take the said share subject to the same conditions.

Executed on this the _____ day of _____.

Witness to the signature of **Star Shine Holdings Group Limited** *as Transferor*	)	
Name of witness:	)	**Star Shine Holdings Group Limited**
_____	)	
Address of witness:	)	(*Transferor*)

Witness to the signature of **Glorious Way Investments Limited** *as Transferee*	)	
Name of witness:	)	**Glorious Way Investments Limited**
_____	)	
Address of witness:	)	(*Transferee*)

SCHEDULE 1

DISCLOSURE SCHEDULE

This Disclosure Schedule is delivered by the Seller to the Buyer in connection with the Share Purchase Agreement dated 23 October 2026 (the "**Agreement**"). Capitalized terms used but not defined herein shall have the meanings given to them in the Agreement. The disclosures set forth in this Schedule are made against the representations and warranties of the Seller contained in Section 5.2 of the Agreement. Disclosure of any matter in any Part of this Schedule shall be deemed disclosure against all representations and warranties in the Agreement to which such matter is reasonably relevant on its face.

Section 5.2(d) Intercompany Loans and Receivables

As of the date of the Agreement and before the Novations mentioned in Sections 2.2(a) and 2.2(b) of the Agreement take effect, the net amounts owed between (i) any two members of the Target Group, and (ii) Seller or any of its affiliates on the one hand, and any member of the Target Group on the other hand, are as follows:

No.	Lender	Borrower	Description	Amount owed as of the date hereof
1.	Target	Joint Venture	Amount owed pursuant to the loan agreement dated 25 October 2024 between the Target (as lender) and the Joint Venture (as borrower), providing for an unsecured, interest-free facility of up to HK$70,000,000 (the "**CT Loan Agreement**")	HK$54,660,263
2.	Target	Golden King	Intergroup loan offered so Golden King may pay the EUR1.8 million deposit pursuant to the Merchandising License Agreement dated 28 October 2024	HK$15,138,350
3.	Seller	Target	Shareholder's loan	HK$67,665,925
4.	Seller	Golden King	Shareholder's loan	HK$766,282
5.	Hope Faith	Target	Payment on behalf	HK$2,533,000
6.	Joint Venture	Target	Subscription amount for share capital	HK$100
7.	Target	Seller	Subscription amount for share capital	HK$8

Following the Novations, the net amounts owed between such parties are as follows:

No.	**Lender**	**Borrower**	**Description**	**Amount owed as of the date hereof**
1.	Target	Joint Venture	Amount owed pursuant to the CT Loan Agreement dated 25 October 2024	HK$56,660,263
2.	Target	Golden King	Intergroup loan offered so Golden King may pay the EUR1.8 million deposit pursuant to the Merchandising License Agreement dated 28 October 2024	HK$15,138,350
3.	Joint Venture	Target	Subscription amount for share capital	HK$100
4.	Seller	Target	Shareholder's loan	HK$70,965,199

Section 5.2(e) — Litigation

The following litigation, arbitration and legal proceedings are pending or threatened involving the Target, Golden King, the Joint Venture, or their respective assets as of the date of the Agreement:

No.	Case Reference	Plaintiff	Defendants	Amount / Relief Sought	Status / Remarks
1.	HCA 1979/2025	Golden King Investments Limited	Asia Partners IFBD Limited ("**Asia Partners**"), Mr. Filipe Alexandre Trigo Lopes Goncalves ("**JV Warrantor**")	EUR 1,800,000 (Plaintiff claim); EUR 4,200,000 (1st Defendant counterclaim)	Summary judgment application filed 26 May 2026; but was not granted on 16 October 2026.
2.	HCA 2393/2025	Star Power Development Limited	Asia Partners, the JV Warrantor, Ibis Cristina Varas Salavarria	HK$42,142,317 plus further damages to be assessed	Defence filed 26 May 2026. On 11 September 2026, the Joint Venture resubmitted writ of summons adding

					HK$30,000,000 to the amount sought, totaling HK$42,142,317.
3.	SCTC 46654/2025	Asia Partners	Star Power Development Limited	HK$38,100	Award was initially granted in the Joint Venture's favor on 17 June 2026. AP subsequently applied and was granted an order to set aside such award on 30 September 2026. The Joint Venture appealed against such order. The hearing will take place on 24 March 2027.
4.	Potential litigation	Circle Time Limited	Asia Partners	To be determined	Disputes grounded in same factual background as HCA 2393/2025.
5.	Potential litigation	Circle Time Limited	Star Power Development Limited	HK$54,660,263	Outstanding amount owed under the CT Loan Agreement. Demand letters were sent on 9 June 2026 and 25 June 2026.

Section 5.2(f) – Accuracy of Accounts

Each of the Management Accounts for the Target, Golden King and the Joint Venture separately provided to the Buyer on or before the date hereof shall be incorporated by reference into this Section as if set out herein in full.

Section 5.2(g) – Other Undisclosed Liabilities

The disclosures set forth in Sections 5.2(d) and 5.2(e) of this Disclosure Schedule are incorporated by reference into this Section as if set out herein in full. In addition to the foregoing, the following matters are disclosed:

No.	Matter	Affected Target Group Member(s)	Details
1.	Potential dispute regarding the contested termination of the Joint Venture Agreement	Target and the Joint Venture	By a letter dated 31 March 2026, Asia Partners, through its legal counsel Messrs OLN solicitors purported to terminate the Joint Venture Agreement with immediate effect, citing alleged repudiatory breach by Target or the Joint Venture. The Joint Venture's legal counsel, Messrs Ellalan, are currently exchanging legal correspondence in relation to such potential dispute.
2.	Potentially Contested CR7 Museum Closure	Target and the Joint Venture	The CR7 Life Museum operated by the Joint Venture at K11 Musea, Hong Kong was closed on 7 June 2026, while the K11 tenancy for such CR7 Life Museum expired on 15 June 2026. Asia Partners has reserved a claim for lost income.
3.	Board and Governance Deadlock at the Joint Venture	Target and the Joint Venture	Asia Partners nominated directors (Bruno Miguel Alves Trigo Lopes Goncalves and Calim Bouhadra) to replace its existing nominated directors on the Board. The Joint Venture held not to approve such replacement nomination until KYC/CDD and appropriate fitness to act test and confirmations are provided and conducted. Asia Partners maintains no shareholders meeting should proceed until audited financials are disclosed and nominees seated. The Joint Venture's AGM was held on 26 June 2026, then adjourned to 8 July 2026.

Section 5.2(k) – No Material Adverse Change

The disclosures set forth in Sections 5.2(d), 5.2(e) and 5.2(g) of this Disclosure Schedule are incorporated by reference into this Section as if set out herein in full.