Private and Confidential
Execution Version

SUPPLEMENTAL AGREEMENT

relating to the Purchase Agreement of iTech Tower 3.1 (HKG066) dated 18 September **2026**

between

REGAL DEVELOPMENT LIMITED and GOLDEN FORD LIMITED

as Sellers

and

AMAZON DATA SERVICES HONG KONG LIMITED

as Buyer

This **SUPPLEMENTAL AGREEMENT** (this "**Supplemental Agreement**") is entered into among the parties below as of 18 September 2026:

(i) **REGAL DEVELOPMENT LIMITED**, a company incorporated in Hong Kong with business registration number 71966936 and its registered office at 22/F, Railway Plaza, 39 Chatham Road South, Tsim Sha Tsui, Kowloon, Hong Kong (the "**Seller (HKG066)**" or the "**Seller**");

(ii) **GOLDEN FORD LIMITED**, a company incorporated in Hong Kong, with business registration number 71438167 and its registered office at 22/F, Railway Plaza, 39 Chatham Road South, Tsim Sha Tsui, Kowloon, Hong Kong (the "**Seller (HKG069)**", being the "Seller" of Property (HKG069) under the PSA (Other Property)); and

(iii) **AMAZON DATA SERVICES HONG KONG LIMITED** (the "**Buyer**", together with the Sellers, the "**Parties**" and each, a "**Party**").

RECITALS

(A) On 18 September 2026, the Sellers and the Buyer have first entered into a Purchase Agreement (the "**PSA (HKG066)**") relating to the sale and purchase of the Property (defined below).

(B) Subsequent to the entry of the PSA (HKG066), the Parties have now agreed to further supplement and amend the PSA (HKG066) pursuant to the terms of this Supplemental Agreement.

IT IS ACCORDINGLY AGREED as follows:

1 **Definitions and Interpretation.** In this Supplemental Agreement, unless the context requires otherwise, capitalized terms used but not defined herein shall have the meanings given to them in the PSA (HKG066).

2 **Continuing Obligations.**

2.1 This Supplemental Agreement is supplemental to the PSA (HKG066). None of the PSA (HKG066) and the Other Agreements shall be considered as expired and/or terminated as a result of the execution of this Supplemental Agreement.

2.2 Save as expressly modified by this Supplemental Agreement, all the terms and conditions of the PSA (HKG066) shall remain in full force and effect.

3 **Amendment, Restatement and Further Assurance.**

3.1 With effect from the execution of this Supplemental Agreement, the PSA (HKG066) shall be amended and restated as set out in **Appendix (Supplemental PSA (HKG066))** to this Supplement Agreement (the "**Supplemental PSA (HKG066)**").

3.2 The Parties agree and acknowledge that the Supplemental PSA (HKG066) shall supplement, amend and restate the PSA (HKG066) and in the event of any inconsistency, the provisions in the Supplemental PSA (HKG066) shall prevail.

3.3 Each of the Sellers shall at the request of the Buyer and at its own expense, do all such acts and things necessary or desirable to give effect to the amendments effected or to be effected pursuant to this Supplemental Agreement.

4 **Incorporation of Terms.** The provisions of Section 13 (Successors and Assigns), Section 14 (Notices), Section 15 (Confidentiality), Section 17 (Matters of Construction), Section 19 (Third Party Beneficiaries), Section 20 (Amendments), Section 23 (Counterparts) of the PSA (HKG066) shall apply to this Supplemental Agreement as if set out in full in this Supplemental Agreement and as if references in those sections to "this Agreement" are references to this Supplemental Agreement.

5 **Disputes.** This Supplemental Agreement will be governed by the Governing Law, excluding any conflicts of laws principles. Any dispute relating to this Supplemental Agreement will be resolved in the Forum for Dispute Resolution. Each of the parties irrevocably submits to the Forum for Dispute Resolution for such disputes and waives all defenses of lack of personal jurisdiction and forum non-conveniens.

6 **Registration.** Each of the Sellers and the Buyer expressly agrees that (i) Buyer is entitled to register the PSA (HKG066) (or a redacted version at Buyer's election) and the assignment deed of the Property with the Land Registry, in each case immediately after execution of such documents, and (ii) this Supplemental Agreement and the Supplemental PSA (HKG066) shall not be registered with the Land Registry.

[Signature pages follow]

IN WITNESS WHEREOF, Buyer and Sellers have executed this Supplemental Agreement on the dates below.

BUYER:
Amazon Data Services Hong Kong Limited

By:_____
Name: Andy Pun
Title: Authorized Signatory
Date Signed: 18 September 2026

SELLER (HKG066):
Regal Development Limited

By:_____
Name:_____
Title:_____
Date Signed:_____

SELLER (HKG069):
Golden Ford Limited

By:_____
Name:_____
Title:_____
Date Signed:_____

IN WITNESS WHEREOF, Buyer and Sellers have executed this Supplemental Agreement on the dates below.

BUYER:
Amazon Data Services Hong Kong Limited

By:_____
Name:_____
Title:_____
Date Signed:_____

SELLER (HKG066):
Regal Development Limited

A MMC

By:_____
Name: Chan Hung Ming
Title: Director
Date Signed: 18 September 2026

SELLER (HKG069):
Golden Ford Limited

B MMC

By:_____
Name: Chan Hung Ming
Title: Director
Date Signed: 18 September 2026

Appendix

Supplemental PSA (HKG066)

PURCHASE AGREEMENT

iTech Tower 3.1 (HKG066)

Hong Kong

THIS PURCHASE AGREEMENT is entered into as of 18 September 2026 (the "**Effective Date**") between Buyer and Sellers (all of whom may be referred to as a "**party**").

CERTAIN AGREEMENT DETAILS AND DEFINITIONS

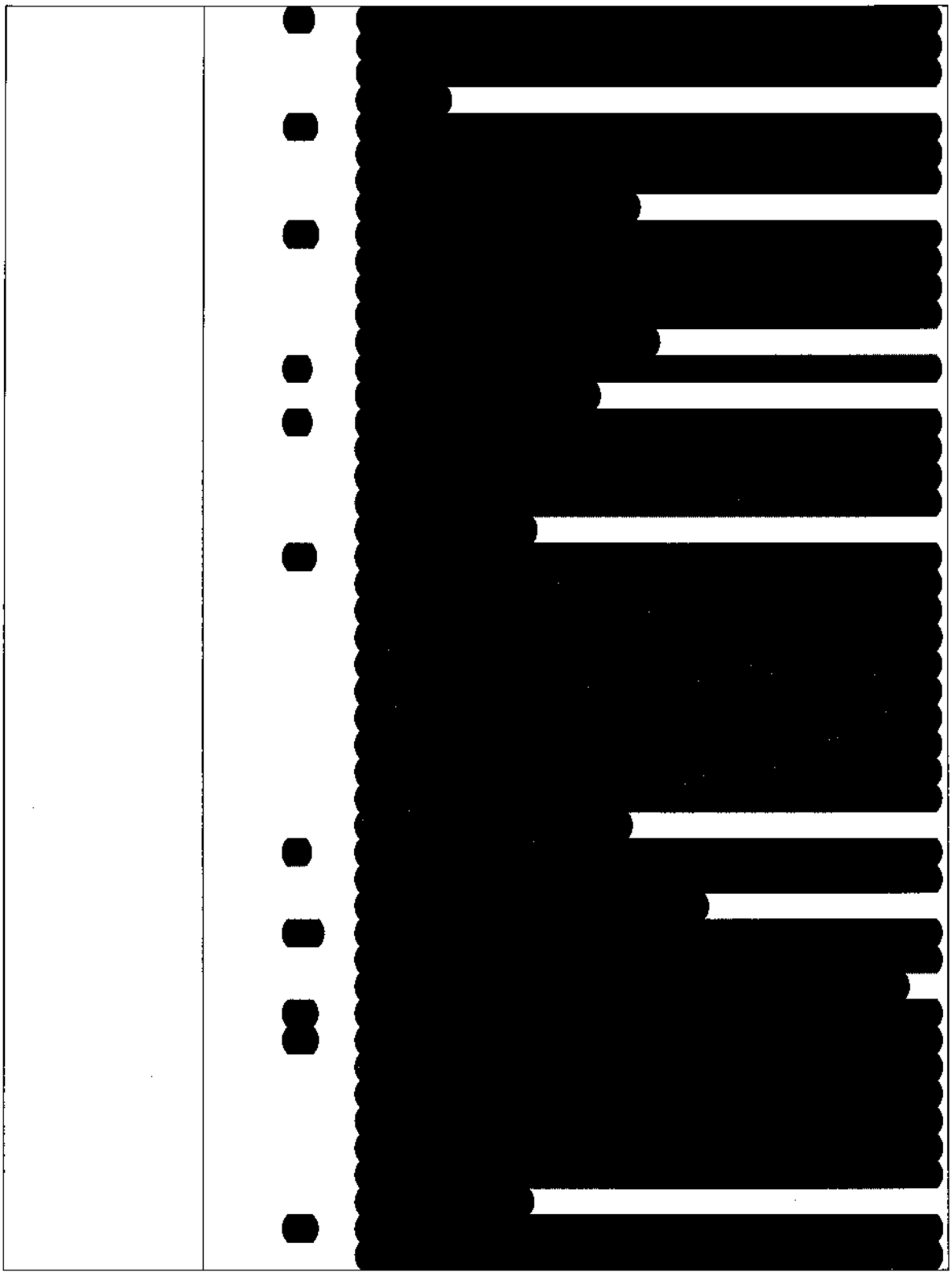
Buyer:	Amazon Data Services Hong Kong Limited
Sellers:	Regal Development Limited, a company incorporated in Hong Kong with business registration number 71966936 and its registered office at 22/F, Railway Plaza, 39 Chatham Road South, Tsim Sha Tsui, Kowloon, Hong Kong ("**Seller (HKG066)**" or "**Seller**"). Golden Ford Limited, a company incorporated in Hong Kong, with business registration number 71438167 and its registered office at 22/F, Railway Plaza, 39 Chatham Road South, Tsim Sha Tsui, Kowloon, Hong Kong ("**Seller (HKG069)**", being the "Seller" of Property (HKG069) under the PSA (Other Property)), ("**Seller (HKG066)**" and "**Seller (HKG069)**" shall collectively be referred to as the "**Sellers**").
Land:	Real property located at No. 3 On Kui Street, Fanling, New Territories, Hong Kong, as described in **Exhibit A**, and also referred to as ("**Land (HKG066)**").
Property:	The Land (HKG066), all improvements including all buildings, appurtenant improvements and fixtures located on the Land (HKG066), all rights and easements benefitting the Land (HKG066), all right, title and interest, if any, of Seller (HKG066) in and to the Conveyed Assets/Personal Property, the HKG066 Permits, Construction and Maintenance Contracts, and Tenant Leases concerning such property which Buyer approves in writing and any Existing Warranties and Guarantees (to the extent that it is assignable to the Buyer) is referred to as the "**Property (HKG066)**", and also referred to as the "**Property**".
Purchase Price:	HKD 1,356,000,000 for the sale and purchase of the Property (HKG066) (being the amount attributed to Property (HKG066)'s base building core and shell, data hall 1 and data hall 2) on an "as-is" basis subject to the Buyer's Conditions to Closing as set out in **Section 7 (Buyer's Conditions to Closing)** below ("**Purchase Price (HKG066)**"), and also referred to as the "**Purchase Price**".
Deposit:	For Property (HKG066): HKD 67,800,000, being an amount representing 5% of the Purchase Price (HKG066), together with any interest earned on such amount,

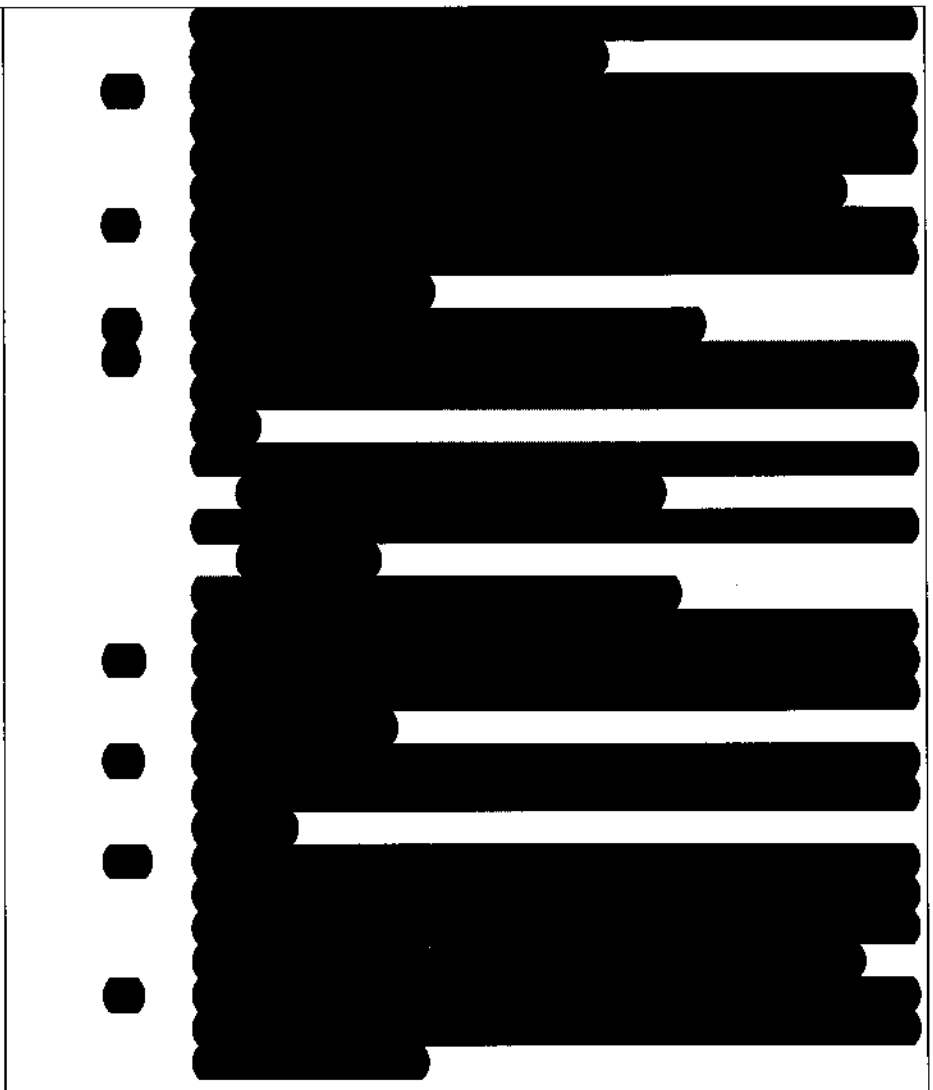
	payable by wire transfer of immediately available funds upon the signing of this Agreement (the "**Deposit (HKG066)**"), and also referred to as the "**Deposit**".
Subsequent Fit-Out / Construction Costs for Property (HKG066)	Property (HKG066): Separate to and not forming part of the sale and purchase of the Property (HKG066) and/or the Property (HKG069), for Seller (HKG066) to deliver and complete the HKG066 DH3 Fit-Out and/or the HKG066 DH4 Fit-Out and to carry out such other obligations in accordance with this Agreement, the consideration is: • HKD72,000,000 for the completion of HKG066 DH3 Fit-Out (**"HKG066 DH3 Fit-Out Cost"**); and • HKD103,000,000 for the completion of HKG066 DH4 Fit-Out (**"HKG066 DH4 Fit-Out Cost"**).
Payment schedule	The Purchase Price (including the Deposit and the Closing Payment) and the Further Payment shall be paid in accordance with the below payment schedule. Notwithstanding anything to the contrary in this Agreement, all amounts payable by the Buyer to any Seller under or in connection with this Agreement (including but not limited to the Deposit, the Closing Payment, any Further Payment, adjustment amount, reimbursement, interest and any other sum payable by the Buyer) shall be paid directly into the Revenue Account. Payment by the Buyer to the Revenue Account shall constitute a valid discharge of the Buyer's payment obligations to the extent of the amount paid. <u>Property (HKG066)</u>

Item	Amount (HK$)	Payment Timeline
Deposit (HKG066), being 5% of the Purchase Price (HKG066)	67,800,000	Payable upon signing of this Agreement, and to be paid and released by Buyer's Solicitors to the Revenue Account upon Closing on HKG066 Closing Date, in accordance with **Section 3 (Deposit)**.
Closing Payment (estimated) [redacted]	[redacted] = 1,199,512,000	Payable by Buyer to the Revenue Account upon Closing on HKG066 Closing Date, in accordance with **Section 8.2 (Closing Deliveries)**.
Further Payment (HKG066) Tranche 1 ("**Further Payment (HKG066) Tranche 1**") [redacted]	[redacted] = 72,850,000	Payable [redacted] in accordance with **Section 8.5 (Further Payment)**.

	[redacted]		
	Further Payment (HKG066) Tranche 2 ("**Further Payment (HKG066) Tranche 2**") [redacted]	[redacted] = 71,400,000	Payable [redacted] n accordance with **Section 8.5 (Further Payment).**
	Further Payment (HKG066) Tranche 3 ("**Further Payment (HKG066) Tranche 3**", together with Further Payment (HKG066) Tranche 1 and Further Payment (HKG066) Tranche 2, the "**Further Payment**"), [redacted]	5,150,000	Payable [redacted] n accordance with **Section 8.5 (Further Payment).**
	Total	1,531,000,000, subject to the deductions and adjustments as set out in this Agreement.	

	The payment timeline of the Deposit (HKG066), Closing Payment and each tranche of the Further Payment is set out here and subject to the terms and conditions under **Section 3 (Deposit)** and other relevant provisions in this Agreement.
Construction and Maintenance Contracts:	[redacted]
Tenant Leases:	All tenant leases, amendments, and other occupancy or license agreements listed on **Exhibit C**.
Permits:	[redacted]
Due Diligence Package:	☒ Sellers have already provided the Due Diligence Package to Buyer in the Data Room on 9 March 2026, as supplemented by additional documents uploaded through 7 September 2026. ☐ Sellers will provide the Due Diligence Package to Buyer within five (5) business days following the Effective Date hereof. [redacted]



	
Due Diligence Period:	Not applicable.
Target Closing Date and Closing Date:	The target date for Closing is the date that is 26 February 2027 (Friday) (the "**Target Closing Date**"). The actual date of Closing shall be the date falling ten (10) Business Days after the date on which the Buyer serves a CP Satisfaction Notice on the Seller (HKG066) in accordance with this Agreement (the "**HKG066 Closing Date**") (also referred to as the "**Closing Date**").
Closing Process:	☒ In-person at the office of the Buyer's Solicitors. ☐ Other:

	Not less than three (3) Business Days before the Closing Date, the Buyer's Solicitors shall deliver to the Sellers' Solicitors for their approval of the draft assignment.
Closing Costs:	Buyer will pay (a) the cost of any of its examinations and inspections and audits of the Property; and (b) stamp duty payable for the sale and purchase of the Property and registration fees for this Agreement and the assignment deed for the sale and purchase of the Property. Seller will pay (i) any stamp duty taxes in connection with the transfer of Tenant Leases (if applicable) and (ii) the costs and fees in relation to the release of the Existing Liens, and any other documents contemplated by this Agreement (if applicable) for the Property. All other closing costs not specifically set forth in this Agreement will be paid by the parties as is customary in the jurisdiction in which the Property is located. Seller and Buyer will each pay their respective (x) legal fees and expenses, (y) share of prorations (as provided below), and (z) cost of all opinions, certificates, instruments, documents and papers required to be delivered, or caused to be delivered, by it under this Agreement and the cost of all its performances under this Agreement.
Closing Deliveries - Seller:	(a) Part A of Schedule 1 (Closing Deliveries (General)) of **Exhibit H**; (b) Part A of Schedule 2 (Closing Deliveries (Real Estate)) of **Exhibit H**; [redacted]
Closing Deliveries - Buyer	☒ the Closing Payment by wire transfer of immediately available funds / cashier order ☒ the Closing Statement ☒ Assignment and Assumption of those Construction and Maintenance Contracts identified to be assigned, assumed and/or novated in **Exhibit E** ☒ the CLP Condition Letter – Acknowledgment Letters
Governing Law:	Laws of Hong Kong

Forum for Dispute Resolution:	Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre ("**HKIAC**") under the UNCITRAL Arbitration Rules in force when the Notice of Arbitration is submitted, as modified by the HKIAC Procedures for the Administration of Arbitration under the UNCITRAL Arbitration Rules. The existence and/or details of any such arbitration proceedings shall be confidential to the parties. Unless the parties agree otherwise in writing, the arbitration proceedings shall be conducted in English and the seat of arbitration will be Hong Kong. Hong Kong procedural law applies. The law of this arbitration clause shall be Hong Kong law. Any such proceedings shall be notified in accordance with the provisions of this Agreement. There shall be a single arbitrator and the identity of the arbitrator shall be (i) agreed between the parties or (ii) failing agreement within fourteen (14) days from when any party to this Agreement has given to the others a request to concur in the appointment of an arbitrator, nominated at the request of either party to this Agreement by the HKIAC.	
Notice Addresses:	Sellers: Regal Development Limited Attn: Mr Chan Hung Ming 22/F, Railway Plaza, 39 Chatham Road South, Tsim Sha Tsui, Kowloon, Hong Kong F: 2753 5434 E: hmc@grandming.com.hk With a copy to: Regal Development Limited Attn: Mr S.K. Yeung 22/F, Railway Plaza, 39 Chatham Road South, Tsim Sha Tsui, Kowloon, Hong Kong F: 2753 5434 E: skyeung@itechtower.com	Buyer: c/o Amazon.com, Inc. Attention: Real Estate Manager (AWS) HKG066 P.O. Box 81226 Seattle, WA 98108-1226 With a copy to: c/o Amazon.com, Inc. Attention: General Counsel (AWS Real Estate) HKG066 P.O. Box 81226 Seattle, WA 98108-1226 and AWS-Legal-RE@amazon.com
Sellers Broker:	N/A	

Buyer Broker:	N/A
Sellers' Solicitors:	DeHeng Law Offices (Hong Kong) LLP
Buyer's Solicitors:	DLA Piper Hong Kong
NDA:	Nondisclosure Agreement, dated 21 December 2022 by iTech Towers Data Centre Services Ltd.
Exhibits:	Exhibit A Description of Land Exhibit B [intentionally omitted] Exhibit C Tenant Leases Exhibit D [intentionally omitted] [redacted] Exhibit G [intentionally omitted] Exhibit H Closing Deliveries / Sellers' Covenants / Buyer's Conditions to Closing / Representations & Warranties / Sellers' Indemnities - Schedule 1: General - Schedule 2: Real Estate [redacted]

1. **Additional Definitions.**

[redacted]

[redacted]

1.3. "**Agreement**" means this purchase agreement.

1.4. "**Amazon Affiliate**" means any entity that controls, is controlled by, or is under common control with Amazon.com, Inc.

1.5. "**Assets/Personal Property**" means with respect to the Property, all fixtures, equipment, machinery, furniture, furnishing, fittings and other articles of Assets/Personal Property (a) attached or affixed to, or located on, or used or employed in connection with the Land and/or Property and the rights of, use, maintenance, ownership or operation thereof and (b) owned by or licensed to the applicable Seller or which such applicable Seller has a right to use.

[redacted]

[redacted]

[redacted]

1.9. "**Building Mortgages**" means the Building Mortgage dated 15 June 2023 created by Seller (HKG066) as mortgagor in favour of Dah Sing Bank, Limited as mortgagee with charge registration no. 2023006784 and memorial no. 23071301970109, as supplemented by a supplement to building mortgage dated 18 December 2025 with charge registration no. 2026000036 and memorial no. 25122402150090 and as further supplemented by a second supplement to building mortgage dated 4 May 2026 with charge registration no. 2026004852 with memorial no. 26050602030226.

1.10. "**Business Day**" or "**business day**" means any day other than a Saturday, Sunday or a public holiday in Hong Kong.

1.11. "**Chairman**" means Mr. Chan Hung Ming, the Executive Chairman and co-founder of Grand Ming.

1.12. "**Chairman Shareholder**" means Chan HM Company Limited, the controlling shareholder of Grand Ming being controlled by the Chairman.

1.13. "**Chairman Shareholder Pre-signed Vote**" means the vote(s) pre-filled and pre-signed by Chairman Shareholder for the purposes of voting in favour of the transactions contemplated in this Agreement and Other Agreements in the EGM of Grand Ming.

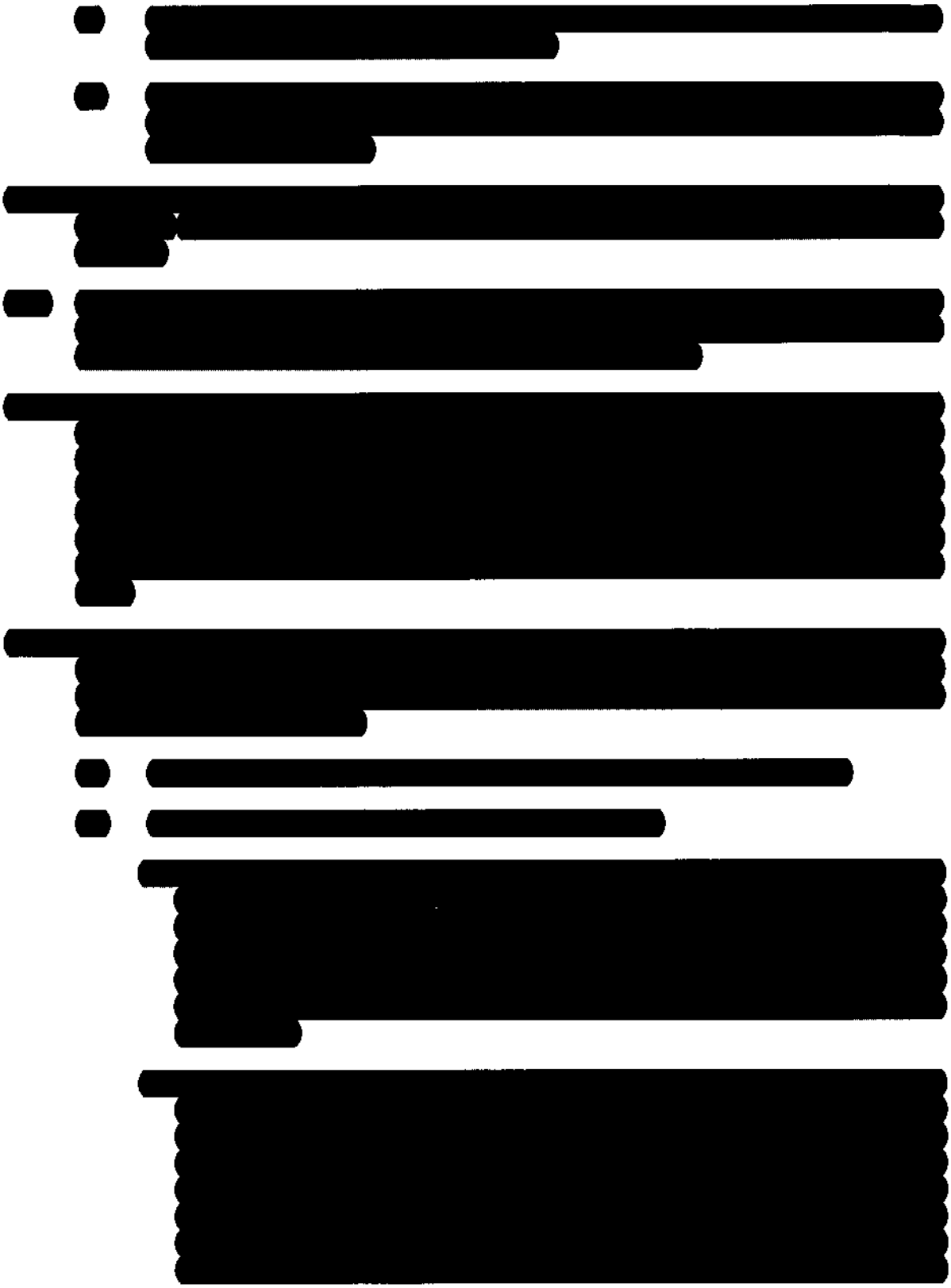
1.14. "**Chairman Undertakings**" means the deed of irrevocable undertakings to be duly executed by Chairman and Chairman Shareholder on the date of this Agreement in favour of the Buyer to irrevocably undertake to (i) vote in favour of the transactions contemplated under this Agreement and Other Agreements in any of Grand Ming's EGM or any other general meetings (which shall be done by way of utilizing the Chairman Shareholder Pre-signed Vote, or otherwise), (ii) not to dispose of any of Grand Ming's shares and/or agree to issuance of new shares by Grand Ming, and (iii) not to take any such action to adversely impact, jeopardize and/or frustrate the transactions contemplated under this Agreement and Other Agreements.

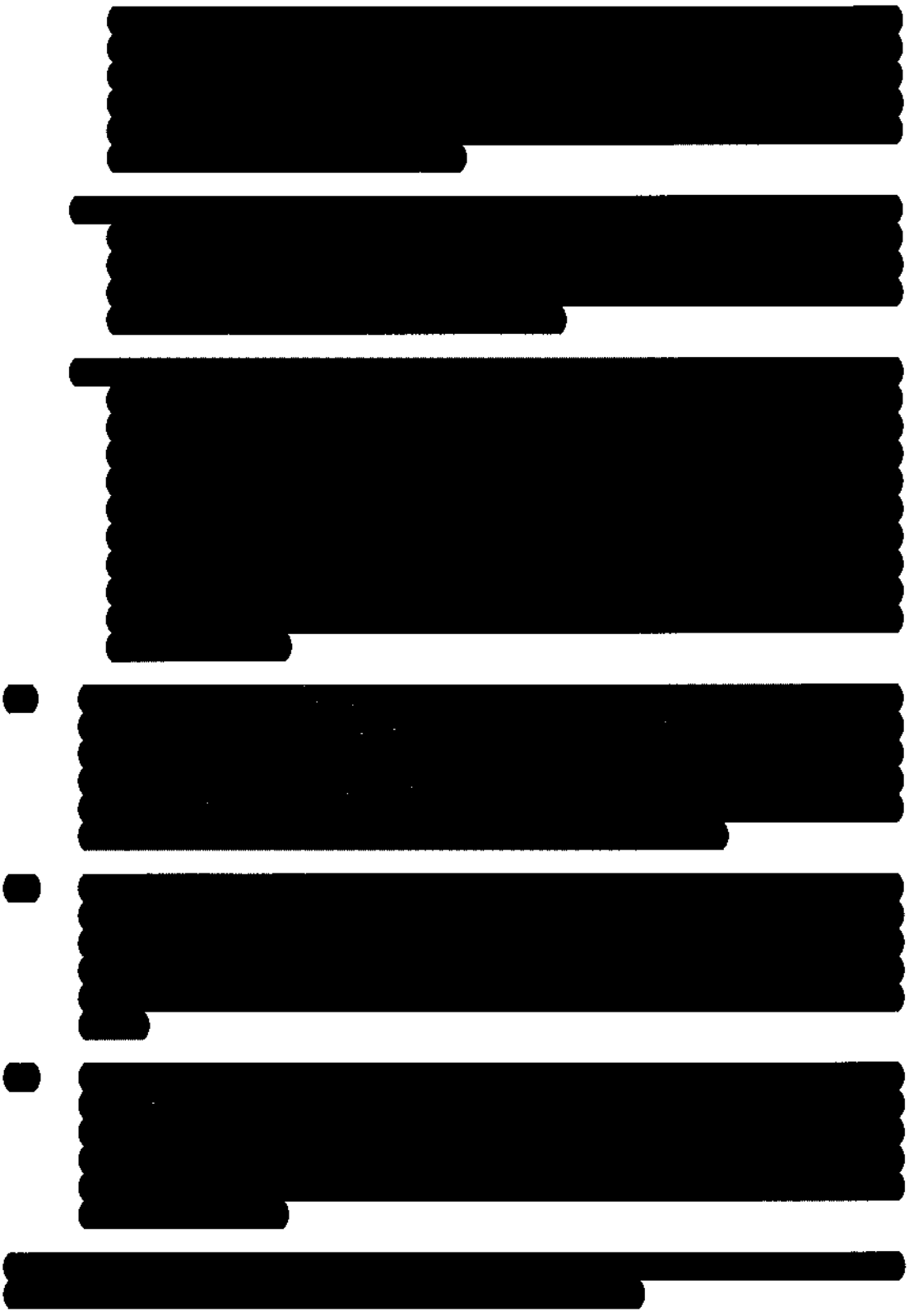
1.15. **"Closing"** means the consummation of this transaction as of the Closing Date.

1.16. **"Closing Payment"** means the Purchase Price, minus Deposit and other set-off amounts as specified in this Agreement (being the estimated amount of payment to be made by the Buyer to the Sellers upon Closing), as further adjusted by the Closing Costs, prorations and credits specified in this Agreement.

1.17. **"Closing Statement"** means an apportionment statement to be prepared by the Seller (HKG066) and approved by Buyer, setting out the prorations and adjustments to be made as of the Closing Date in accordance with **Sections 8.4 (Prorations)** and **29.5 (Additional Prorations)** of this Agreement, including (without limitation) prorations in respect of (i) property tax, government rates and government rent payable in respect of the Property, (ii) charges payable under any assumed Construction and Maintenance Contracts, (iii) any other proratable expenses and income related to the Property, and (iv) the Total Set-off Amount (as defined in and determined in accordance with the Colocation Order Termination Agreement) and its breakdown.

[redacted]





1.24. "**Contamination**" means any pollutants, contaminants, waste, toxic substances or Hazardous Substances at, in, on, under or released to or from any part of the Land (including groundwater).

1.25. "**Conveyed Assets/Personal Property**" has the meaning given to it in **Section 29.6 (Sellers' Assets/Personal Property)** and for the avoidance of doubt, the lists of Conveyed Assets/Personal Property are appended at **Exhibit J** for the HKG066 Equipment Register and **Exhibit K** for documents to be handed over, provided that such lists are not exhaustive and shall include any other assets or property falling within the definition in **Section 29.6 (Sellers' Assets/Personal Property)** whether or not specifically listed in **Exhibit J** or **Exhibit K**.

[redacted]

1.27. "**CP Satisfaction Notice**" means a written notice served by the Buyer on the Sellers confirming that all of the Buyer's Conditions to Closing set out in **Section 7 (Buyer's Conditions to Closing)** have been satisfied or waived (in whole or in part) by the Buyer in accordance with this Agreement.

1.28. "**Data Room**" means the OneDrive folder provided by the Sellers consisting of the Due Diligence Package.

[redacted]

1.34. "**EGM**" means the extraordinary general meeting(s) to be called for by Grand Ming for the purposes of obtaining shareholders' approval for the transactions contemplated under this Agreement and Other Agreements.

1.35. "**Encumbrance**" means a monetary lien, charge (legal or equitable), mortgage, fixed or floating charge, assignment by way of security, pledge, lien, option, restriction, right of first refusal, right

of pre-emption, third party right or interest, other encumbrance or security interests of any nature, or another type of preferential arrangement (including, a title transfer or retention arrangement) having similar effect and any agreement or obligation to create or grant any of the aforesaid.

1.36. "**Environment**" means the natural and human-made environment whether above or below ground including all or any of the following media, namely air (including air within buildings and other structures), water (including surface water, groundwater and water in pipes and sewers), land (including surface land, sub-surface strata, sea-bed and river bed), and any ecological systems and living organisms (including humans) supported by any of those media.

1.37. "**Environmental Law**" means any applicable Legal Requirement, each as amended, currently in existence, or enacted in the future relating to pollution, Contamination, protection of the Environment, waste, natural resources, the protection of human health or safety (including occupational health and safety), or the use, refinement, handling, treatment, removal, storage, production, manufacture, recycling, transportation, import, export, disposal, emission, discharge, injection, release, or threatened release of Hazardous Substances.

1.38. "**Existing Facilities**" means the existing facilities granted to Seller (HKG066) under the facility agreement entered into on 29 July 2022 with, among others, Dah Sing Bank, Limited as agent and security agent (as amended and supplemented by a supplemental agreement dated 18 December 2025 and further amended and restated by a second supplemental agreement dated 4 May 2026, and from time to time), and the lenders (as represented by Dah Sing Bank, Limited as agent, or such other replacement agent from time to time) of the Existing Facilities shall be referred to as the "**Existing Lenders**".

[redacted]

1.40. "**Existing Liens**" means all Encumbrances affecting each of the Property, the Construction and Maintenance Contracts, the Conveyed Assets/Personal Property, and/or any other subject-matters the benefits of which are to be assigned, novated or transferred to Buyer under this Agreement and Other Agreements and all indebtedness secured by any such liens, save that for any reference in this Agreement to "Existing Liens" in connection with the security granted under the Existing Facilities and/or such existing security to be released by the Existing Lenders pursuant to the terms of this Agreement, such reference shall be construed to mean (i) the Building Mortgages, (ii) the Assignment of Insurances, (iii) Assignment of Construction Documents and (iv) the Released Assets under the Debentures, granted under the Existing Facilities.

[redacted]

1.42. "**Grand Ming**" means Grand Ming Group Holdings Limited (HK Stock Code: 1271), and "**Grand Ming Group**" means Grand Ming and its subsidiaries from time to time.

1.43. "**Hazardous Substances**" means any natural or artificial substance, material, or organism, which alone or in combination with any others, could give rise to a risk of causing harm to human health or safety or any other living organism or of causing harm or damage to the Environment including any that is listed, classified, defined, regulated or otherwise characterized as a hazardous substance.

[redacted]

1.45. "**HKEx**" means the Hong Kong Stock Exchange.

1.46. "**HKG066 ATL**" means the agreement for lease entered into between Seller (HKG066) as landlord and iTech in respect of Property (HKG066) for a term of 10 years commencing on 1 January 2025 and the addendum to the HKG066 ATL entered into on the same date of this Agreement.

[redacted]

[redacted]

1.61. "**iTech**" means iTech Towers Data Centre Services Limited.

1.62. "**Items to be Removed**" means all waste and debris, together with all personal property (not falling within the Conveyed Assets/Personal Property) located on the Land and/or in the Property.

[redacted]

1.64. "**Leasing Costs**" means any current or future rent abatements, tenant allowances, unpaid leasing commissions and other leasing costs payable by Sellers and/or Buyer in connection with any Tenant Leases or any renewals, extensions or expansions of Tenant Leases.

1.65. "**Legal Requirements**" means all applicable laws, treaties, conventions, common law, statutes, ordinances, directives, codes, rules, regulations or other legal requirements (including legally binding guidance such as practice directions, orders, injunctions, judgment, decree or rulings).

1.66. **"Local Time"** means local time in Hong Kong.

[redacted]

1.68. **"Main Contractor"** or **"GTC"** means Grand Tech Construction Company Limited and/or such main contractor of the Property as appointed by the Sellers in place of or alongside Grand Tech Construction Company Limited.

[redacted]

1.70. **"Material Event"** means either of the following: (x) a casualty resulting in damage to the Property if the cost to restore such Property is estimated to exceed an amount equal to 3% of the Purchase Price; or (y) a taking or condemnation which materially interferes with Buyer's use of the Property or results in an award estimated to exceed an amount equal to 3% of the Purchase Price.

1.71. **"New Grant"** means New Grant No. 23073 (Conditions of Exchange) for Fanling Sheung Shui Town Lot No. 289 granted by the Hong Kong Government to Seller (HKG066) on 12 June 2023 in respect of Property (HKG066).

1.72. **"Other Agreements"** means any other agreements to be entered into amongst any one or more of the Sellers, Grand Ming Group entities, and their affiliates on one hand, and Buyer and/or any of Buyer's affiliates on the other hand, in relation to the transactions contemplated under this Agreement[redacted]

1.73. **"Other Property"** or **"Property (HKG069)"** means the "Property" as defined in the PSA (Other Property), being the real property located at No. 8 On Chuen Street, On Lok Tsuen, Fanling, New Territories, Hong Kong and all improvements, rights and easements benefitting such real property, all right, title and interest, if any, of Seller (HKG069) in and to other items as set out in the PSA (Other Property).

[redacted]

[redacted]

1.77. "**Post-Closing Obligations**" means all such obligations stated in this Agreement and Other Agreements to be satisfied, observed, performed and/or carried out by Sellers after Closing has occurred, including, for the avoidance of doubt, any such Sellers' obligations arising before Closing and will subsist after and survive Closing in accordance with the terms and conditions stated.

[redacted]

1.79. "**Properties**" means collectively the Property and the Other Property.

1.80. "**PSA (Other Property)**" means the purchase agreement for the Other Property, as supplemented by the supplemental agreement related to such purchase dated on the same date of this Agreement and entered into between the Sellers and the Buyer.

[redacted]

1.83. "**Revenue Account**" means the revenue account of the Seller under the Existing Facilities.

[redacted]

[redacted]

1.88. **"TSA"** means the transition services agreement to be entered into by Sellers and Grand Ming in favour of the Buyer, in such form and substance satisfactory to the Buyer in its sole discretion, [redacted]

[redacted]

[redacted]

[redacted]

2. **Purchase and Sale.** Seller (HKG066) will sell to Buyer, and Buyer will purchase from Seller (HKG066), the Property (HKG066) in accordance with this Agreement and Other Agreements.

3. **Deposit.** The Deposit will be held by the Buyer's Solicitors in their client account, and will be paid to the Sellers by direct payment to its Revenue Account (unless otherwise agreed by the Existing Lenders on other payment method) and credited against the Purchase Price on the Closing Date. Upon satisfaction of all the Buyer's Conditions to Closing under this Agreement and Other Agreements and upon Closing, the Deposit will be disbursed by the Buyer's Solicitors in accordance with the terms of this Agreement and Other Agreements on Closing Date. In any other cases, the Deposit is considered as assets of the Buyer and will be fully refundable to the Buyer, and no Seller (or its successors and assigns, liquidators and/or creditors) is entitled to claim any interest (legal, beneficial and/or in trust) in respect of the Deposit unless and until Closing occurred. Any and all interest earned on any Deposit will inure to the benefit of Buyer. Specifically, if there is any breach by the Sellers of their obligations under this Agreement and Other Agreements and/or any of the Sellers becomes insolvent and/or unable to pay its debts when they fall due, the Deposit should be returned immediately to the Buyer by the Buyer's Solicitors, without prejudice to the Buyer's rights under this Agreement and Other Agreements.

4. [intentionally omitted]

5. **Inspections.**

5.1. Inspections. From the Effective Date through the Closing Date, the Seller will provide Buyer and its agents access to its respective Property to perform, at its expense, its inspection of all matters pertaining to the Property, all as determined by Buyer in its sole discretion. Buyer will indemnify, defend and hold the Seller harmless from and against any actual damages arising from any property damage or personal injury to the extent caused by Buyer in connection with its

inspections of the Property. Buyer's obligations will not apply to any damages (including diminution in value) arising out of the discovery or exacerbation of any preexisting conditions. Buyer's indemnification obligation set forth above in this **Section 5.1** will survive the termination of this Agreement for a period of six (6) months from the date of such termination.

[redacted]

5.3. [intentionally omitted]

6. Representations and Warranties; Certain Covenants.

6.1. Representations and Warranties of Sellers. Each Seller jointly and severally represents and warrants to Buyer as of the Effective Date (which representations and warranties will be deemed re-affirmed as of the Closing Date, and, in respect of Part D of Schedule 3 (Representations and Warranties (Construction)) of **Exhibit H**, will be further deemed re-affirmed as of the completion of the relevant Post-Closing Works (including but not limited to HKG066 DH4 Handover) and expiry of the applicable defects liability periods) the representations and warranties as stated in:

[redacted]

6.2. Representations and Warranties of Buyer. Buyer represents and warrants to Sellers that (a) Buyer is duly organized and in good standing in the place of its organization; (b) all documents to be executed by Buyer under this Agreement and Other Agreements are duly authorized and binding upon Buyer; and (c) no insolvency or other similar proceeding has occurred with respect to Buyer.

6.3. Covenants of Sellers.

Each Seller, on a joint and several basis, covenants and agrees to perform the following obligations at its own cost and expense (unless otherwise expressly stated in this Agreement), at the relevant time periods as set out below:

(a) simultaneously to signing of this Agreement:

[redacted]

(b) from the Effective Date to the Closing Date:

(i) Part B(ii) of Schedule 1 (Covenants by Sellers (General)) of **Exhibit H**;

(ii) Part B(ii) of Schedule 2 (Covenants by Sellers (Real Estate)) of **Exhibit H**;

[redacted]

(c) from the Effective Date and through the completion of all Post-Closing Obligations of the Sellers:

[redacted]

(d) prior to Closing:

(i) Part B(iv) of Schedule 1 (Covenants by Sellers (General)) of **Exhibit H**[redacted]

[redacted]

(e) at Closing:

[redacted]

(f) prior to and after Closing:

[redacted]

(g) post-Closing:

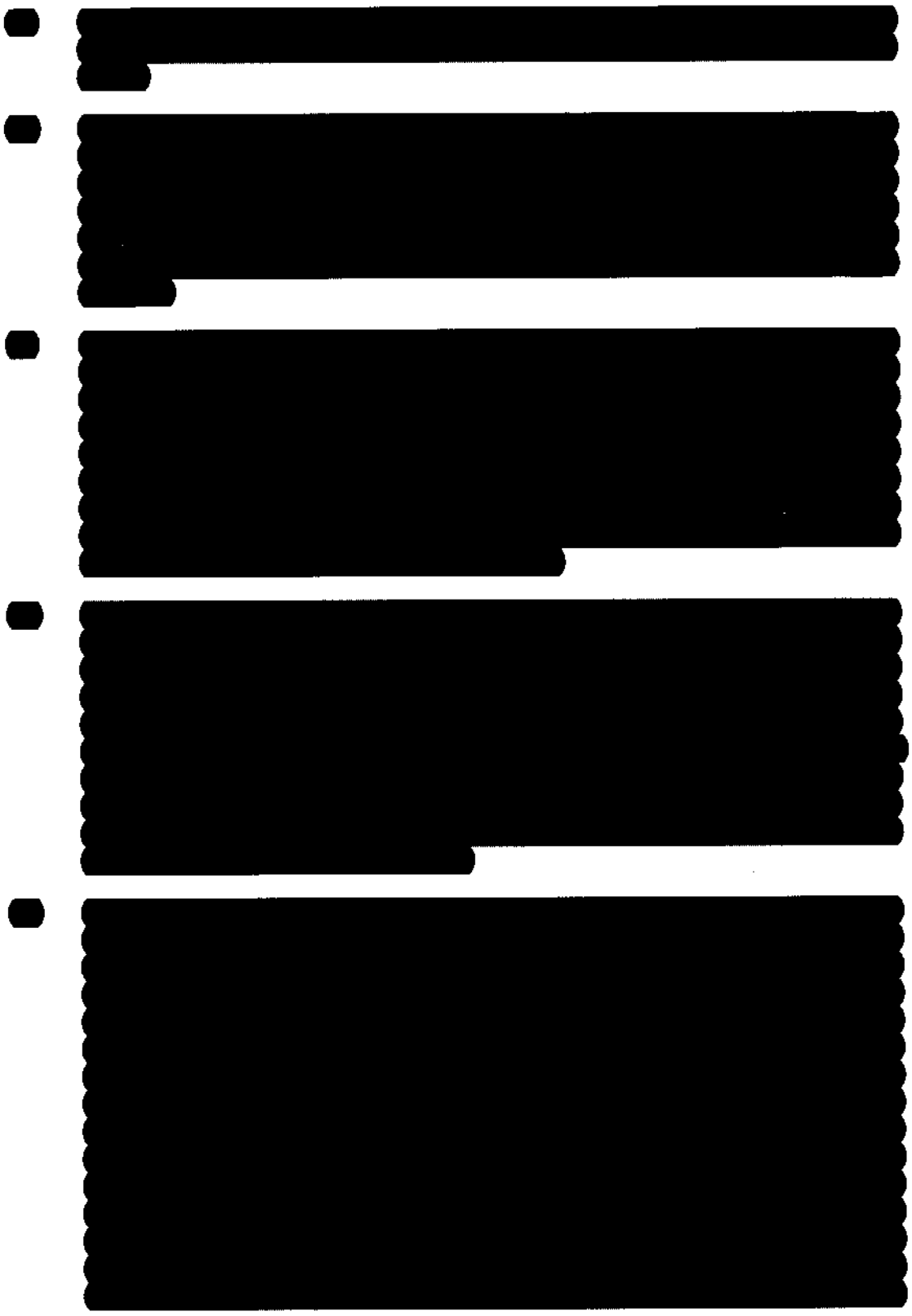
[redacted]

(h) from the Effective Date to the end of the Transition Period under the TSA, the Sellers agree to conduct the obligations set out in:

[redacted]

(i) For the avoidance of doubt, in carrying out the Post-Closing Obligations under this Agreement and/or Other Agreements, upon and after Closing, none of the Sellers, the Grand Ming Group and their affiliates shall have the authority to act on behalf of the Buyer and/or its affiliates, or in the capacities of being the registered owners of the Properties in dealing with any third parties, including any government authority (e.g. Lands Department, Buildings Department, CLP etc.).

[redacted]



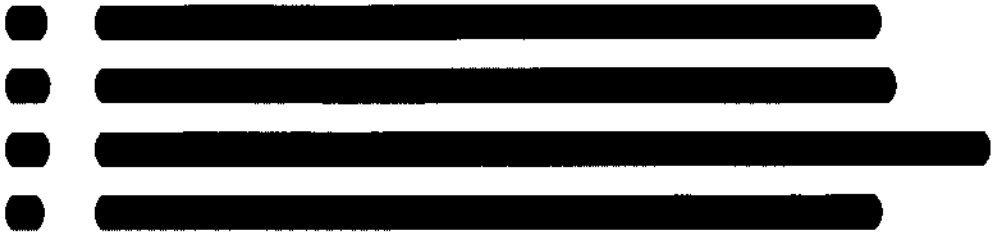
[redacted]

- [redacted]

- [redacted]

6.5. Without prejudice to the other provisions under this Agreement and/or Other Agreements, Sellers will protect, defend, indemnify and hold Buyer and the Property harmless from and against any loss, damages and/or costs incurred by the Buyer arising from, in relation to and/or in connection with the following:

- [redacted]
- [redacted]



7. Buyer's Conditions to Closing.

7.1. Buyer's obligation to close under this Agreement is conditioned on the following Buyer's Conditions to Closing being satisfied and for the avoidance of doubt, each Seller shall procure the satisfaction of each Buyer's Condition to Closing at its own cost and expense (unless otherwise expressly stated in this Agreement):

(a) Part C of Schedule 1 (Buyer's Conditions to Closing (General)) of **Exhibit H**;

(b) Part C of Schedule 2 (Buyer's Conditions to Closing (Real Estate)) of **Exhibit H**;

7.2. If any Buyer's Condition to Closing specified in this Agreement is not satisfied on the Target Closing Date (or a postponed Target Closing Date as designated under this **Section 7.2**) or (prior to the Target Closing Date) is reasonably considered as not feasible to be satisfied by the Target Closing Date (or such postponed Target Closing Date),

(a) Sellers may, subject to Existing Lenders' consent, extend the Target Closing Date to a date falling 2 months after the original Target Closing Date by delivering a notice to Buyer (**provided that** such right of the Sellers may only be exercised once); and

(b) Buyer may, in its sole discretion, (x) waive such Buyer's Condition to Closing in writing and proceed to Closing (save for obtaining Grand Ming's shareholders' approval for the transactions contemplated under this Agreement and Other Agreements at the EGM by the requisite majority, which is not a waivable condition); or (y) (A) to the extent Sellers have exercised their right to extend the Target Closing Date as contemplated in **Section 7.2(a)** above and if any Buyer's Condition to Closing specified in this Agreement remains not satisfied as at such postponed Target Closing Date, or (B) if Sellers have not exercised such right to extend the Target Closing Date as contemplated in **Section 7.2(a)** above or have, with the Existing Lenders' consent, waived such right to extend, the Buyer may terminate this Agreement by delivering notice to Sellers, in which case, Buyer's Solicitors will immediately return the Deposit to Buyer, and thereafter neither party will have any

further obligation to the other, except those obligations that expressly survive the termination of this Agreement; provided that in above cases of (x) and (y), if the failure of the satisfaction of the Buyer's Condition to Closing is due to any Seller's breach of any representation, warranty or covenant or any default under this Agreement, this sentence will not preclude Buyer from exercising any of its remedies under **Section 26 (Defaults)** below; or (z) extend the Target Closing Date until ten (10) business days after such Buyer's Condition to Closing is satisfied to Buyer's satisfaction. In the event of a conflict between this **Section 7** and any other provision of this Agreement, this **Section 7** will govern.

7.3. **Sellers' Obligations in Respect of Buyer's Conditions to Closing.**

Each Seller shall use its best efforts to expeditiously satisfy, or procure the satisfaction of, all Buyer's Conditions to Closing set out in **Section 7.1**, at its own cost and expense. Without limiting the generality of the foregoing:

(a) each Seller shall take all actions, and refrain from taking any actions, that are necessary, desirable, or reasonably requested by Buyer to satisfy each Buyer's Condition to Closing as soon as reasonably practicable;

(b) each Seller shall consult with Buyer prior to taking any material steps in connection with the satisfaction of any Buyer's Condition to Closing, and shall keep Buyer reasonably informed of the progress of all actions being taken by the Sellers, the Main Contractor, and/or any of their affiliates or subcontractors to satisfy such Buyer's Condition to Closing. Without limiting the foregoing, each Seller shall: (A) promptly following receipt, provide the Buyer with a copy of any terms and conditions issued by the relevant government authority which are required to satisfy any of the Buyer's Conditions to Closing; (B) if the Buyer requires, to the extent reasonably practicable in the circumstances, take reasonable commercial steps to procure that such terms and conditions are amended so as to be satisfactory to the Buyer, including consulting with the relevant government authority in good faith regarding the proposed changes required by the Buyer; (C) provide Buyer with monthly written progress updates (or such more frequent updates as Buyer may reasonably request) on the status of each outstanding Buyer's Condition to Closing, identifying any anticipated delays, obstacles, or material changes to the timeline for satisfaction thereof; and (D) promptly notify Buyer of any circumstances which are reasonably likely to result in a delay in, or failure to achieve, the satisfaction of any Buyer's Condition to Closing for Buyer's review and confirmation; and

(c) no Buyer's Condition to Closing shall be deemed satisfied until Buyer has confirmed in writing (in its sole discretion) that such condition has been satisfied to Buyer's satisfaction.

7.4. **Sellers' Obligations in Respect of Post-Closing Obligations.**

Each Seller shall use its best efforts to expeditiously satisfy or procure the satisfaction of all Post-Closing Obligations at the Seller's own cost and expense. Without limiting the generality of the foregoing:

(a) each Seller shall take all actions, and refrain from taking any actions, that are necessary, desirable, or reasonably requested by Buyer to fulfill all Post-Closing Obligations as soon as reasonably practicable;

(b) each Seller shall consult with Buyer prior to taking any material steps in connection with the satisfaction of any Post-Closing Obligations, and shall keep Buyer reasonably informed of the progress of all actions being taken by the Sellers, the Main Contractor, and/or any of their affiliates or subcontractors to satisfy such Post-Closing Obligations. Without limiting the foregoing, each Seller shall (A) promptly following receipt, provide the Buyer with a copy of any terms and conditions issued by the relevant government authority which is required to satisfy any of the Post-Closing Obligations; (B) if the Buyer requires, to the extent reasonably practicable in the circumstances, take reasonable commercial steps to procure that such terms and conditions are amended so as to be satisfactory to the Buyer, including consulting with the relevant government authority in good faith regarding the proposed changes required by the Buyer; (C) provide Buyer with monthly written progress updates (or such more frequent updates as Buyer may reasonably request) on the status of each outstanding Post-Closing Obligation, identifying any anticipated delays, obstacles, or material changes to the timeline for satisfaction thereof and (D) promptly notify Buyer of any circumstances which are reasonably likely to result in a delay in, or failure to achieve, the satisfaction of any Post-Closing Obligations for Buyer's review and confirmation; and

(c) no Post-Closing Obligations shall be deemed satisfied until Buyer has confirmed in writing (in its sole discretion) that such Post-Closing Obligation has been satisfied to Buyer's satisfaction.

7.5. **Buyer's Step-In Right.**

(a) Notwithstanding any other provision of this Agreement and/or Other Agreements, Buyer may at any time prior to or after Closing and in its sole and absolute discretion elect to step in and carry out any obligation of the Sellers under this Agreement (including those to be performed in relation to the entitlement of the Further Payment under **Section 8.5 (Further Payment)**) and/or the satisfaction of any Buyer's Conditions to Closing set out in **Section 7.1** (whether in whole or in part) (a "**Step-In**"), including (without limitation) where:

(i) any Seller fails to perform any obligation under this Agreement to the required standard (including those set out in **Exhibit S**) within the timeframe expected by the Buyer;

(ii) any Seller or any of its affiliates (including GTC) becomes insolvent, is unable to pay its debts when they fall due, enters into any insolvency, restructuring, winding-up, liquidation, receivership or similar proceedings, or is the subject of any petition or application for any of the foregoing;

(iii) (for Sellers' obligations in relation to the Buyer's Conditions to Closing) Buyer determines that there is a risk that any Buyer's Conditions to Closing will not be satisfied by the Target Closing Date or any postponed Target Closing Date;

[redacted]

[redacted]

(b) Upon Buyer's election to exercise a Step-In, the Sellers shall provide all cooperation, access, information, and assistance as Buyer may require in connection with Buyer's performance of the relevant obligation or satisfaction of the relevant condition, including (without limitation) granting Buyer and its contractors access to the Property and procuring the cooperation of the Main Contractor and all subcontractors in relation to the Property.

(c) All costs, losses, damages and expenses incurred by Buyer in connection with any Step-In (including fees and charges payable to contractors, subcontractors, consultants, and suppliers) shall be recoverable by Buyer from the Sellers. Without limiting any other rights or remedies of Buyer under this Agreement, Other Agreements or at law, Buyer shall be entitled to:

(i) deduct and set off the amount of all such costs and expenses (together with any interest, losses, and Further Payment arising therefrom) against the Purchase Price, the Further Payment, or any other sums payable by Buyer to any Seller under this Agreement and/or Other Agreements;

(ii) require the Sellers to procure a drawdown under the Existing Facilities and to apply and pass the proceeds of such drawdown directly to the relevant contractors, subcontractors, consultants, and/or suppliers in respect of amounts owed to them in connection with the Works, the Property, and/or the satisfaction of any Buyer's condition to Closing, and the Sellers shall procure such drawdown and payment within five (5) Business Days of Buyer's written request;

(iii) require the Sellers to assign or transfer to the Buyer (or its nominee) all rights, title, interest and benefits in and to any Main Contract Security, Subcontract Security, retention amounts, or other performance security held or to be held in respect of the Construction and Maintenance Contracts, the Main Contractor, or any subcontractor, and the Sellers shall procure such assignment or transfer within five (5) Business Days of the Buyer's written request; and

(iv) to the extent that the aggregate of all costs, losses, damages and expenses incurred by the Buyer in connection with any Step-In exceeds the amounts available for set-off under sub-paragraph (i) above, the amounts available under the Existing Facilities under sub-paragraph (ii) above, and the amounts available from the Main Contract Security and other performance security under sub-paragraph (iii) above, require the Sellers to pay such shortfall to the Buyer as a debt due and payable on demand, and the Sellers shall pay such shortfall within ten (10) Business Days of the Buyer's written demand.

(d) For the avoidance of doubt, the exercise of a Step-In by Buyer shall not:

(i) constitute or be deemed to constitute a waiver (whether in whole or in part) of the relevant Buyer's Condition to Closing or any other condition, right, or remedy of Buyer under this Agreement and/or Other Agreements, whether or not Buyer completes the relevant obligation or satisfies the relevant condition;

(ii) relieve any Seller of any obligation or liability under this Agreement (including the obligation to satisfy the relevant Buyer's Condition to Closing) and/or Other Agreements, and each Seller shall remain fully liable for all obligations, representations, warranties, and indemnities under this Agreement and/or Other Agreements notwithstanding any Step-In;

(iii) create any obligation on the part of Buyer to complete the performance of the relevant obligation or the satisfaction of the relevant condition, and Buyer may at any time discontinue any Step-In (whether or not the relevant obligation has been performed or the relevant condition has been satisfied) without prejudice to any of its rights under this Agreement and/or Other Agreements; or

(iv) oblige Buyer to proceed to Closing or to pay the balance of the Purchase Price or any other sums under this Agreement and/or Other Agreements in circumstances where the relevant Buyer's Condition to Closing has not been satisfied (whether as a result of the Step-In or otherwise), and Buyer shall retain all rights under **Section 7.2** (including the right to terminate this Agreement and/or Other Agreements and receive a return of the Deposit) notwithstanding any Step-In.

8. Closing.

8.1. Closing Date; Location. The Buyer may serve the CP Satisfaction Notice at any time after the Buyer is satisfied that all the Buyer's Conditions to Closing have been satisfied or waived by the Buyer. Subject to **Section 7 (Buyer's Conditions to Closing)** of this Agreement and the service of the CP Satisfaction Notice, the Closing will occur on the Closing Date in accordance with the Closing Process.

8.2. Closing Deliveries. At least one (1) business day before the Closing Date, Buyer or Buyer's Solicitors will deliver to Sellers' Solicitors, the Closing Deliveries - Buyer (save that the Closing Payment will only be paid on the Closing Date to the Sellers by direct payment to its Revenue Account (unless otherwise agreed by the Existing Lenders on other payment method)) and Sellers will deliver to Buyer's Solicitors, the Closing Deliveries - Seller. [redacted]

8.3. Closing Process. Closing will take place in person at the offices of the Buyer's Solicitors on the Closing Date in accordance with the following sequence:

(a) On the Closing Date, upon satisfaction of all Buyer's Conditions to Closing and release and delivery of all Closing Deliveries – Seller, the Buyer's Solicitors will release the Deposit, and the Buyer will pay the Closing Payment, in each case by direct payment to its Revenue Account (unless otherwise agreed by the Existing Lenders on other payment method), and Sellers shall procure the Existing Lenders to, on the Closing Date, discharge and release the Existing Liens in full, and deliver to the Buyer's Solicitors the original releases

and/or discharges of the Existing Liens (together with any other documents necessary to effect and register such release), whereupon Closing will be deemed to have occurred.

(b) Following Closing, the Buyer's Solicitors are free to and will register the release and/or discharge of the registered Existing Liens and the assignment deed of the Property with the Land Registry.

8.4. Prorations. All proratable expenses and income related to the Property will be prorated as of the Closing Date, with Buyer being responsible after the Closing Date. Such prorations shall include, without limitation, (a) property tax, government rates and government rent, which shall be prorated on a daily basis for the relevant billing period (whether annual, quarterly or otherwise) in which the Closing Date falls, (b) charges payable under any assumed Construction and Maintenance Contracts, which shall be prorated on a daily basis for the relevant payment period in which the Closing Date falls, and (c) utility charges, management fees and any other periodic outgoings related to the Property. If the Closing Date is to occur less than fifteen (15) business days before the next demand for government rates and/or rent is due for the Property, the Seller will pay the bill and Buyer will reimburse Sellers for its prorated portion at Closing. The prorations to be made will be based on the Closing Statement approved by Buyer and Seller prior to the Closing Date. If any prorations are incorrect (or if additional information becomes available after Closing), the parties will promptly (no later than ninety (90) days after the Closing Date or, for government rates and/or rent, thirty (30) days after proration information is available) adjust the payments. [redacted] This **Section 8.4** will survive the Closing.

8.5. Further Payment. Upon completion of the relevant works as described below and in accordance with **Schedule 3 (Construction) of Exhibit H**, Buyer will pay the Further Payment to the Seller by direct payment to its Revenue Account (unless otherwise agreed by the Existing Lenders on other payment method) in such manner as set out below:

- [redacted]
- [redacted]
- [redacted]

[redacted]

It is expressly agreed and acknowledged by each of the Sellers that while the Further Payment will be paid after Closing in the event that the Sellers are able to complete such works set out in this **Section 8.5** by the required timeline, upon Closing and the Sellers' delivery of the Assignment of the Property, Seller (HKG066) assigns all legal, beneficial, equitable or other interest of the Property (HKG066) to the Buyer, unconditionally waiving, releasing, disclaiming any of its legal,

beneficial, equitable and/or other interest of Property (HKG066), including any unpaid vendor's lien (or other liens in similar nature) which may arise under law, this Agreement and/or Other Agreements. Any claim and/or entitlement of the Sellers in relation to any Further Payment (whether as a whole or individually) is acknowledged as contractual and personal in nature against the Buyer and is not an interest relating to land or an *in rem* interest concerning the Property (HKG066).

8.6. Without prejudice to any other rights or remedies of the Buyer under this Agreement, Other Agreements or at law, Sellers shall indemnify the Buyer against, and the Buyer shall be entitled to deduct and set off from any Purchase Price, the Further Payment, or any other sums payable by Buyer to any Seller under this Agreement and/or Other Agreements, such amount as the Buyer considers necessary to cover:

(a) any and all liabilities, claims, losses, damages, expenses, charges, costs, demands, actions and proceedings incurred, arising or which may incur or arise under or in connection with any claims, regulatory actions, enforcement and/or other disciplinary actions made by the relevant government authority and/or the Lands Department pursuant to the New Grant (including General Condition 4 therein) due to any act, omission, breach and/or performance of obligations of the Sellers, Grand Ming Group and/or their affiliates;

(b) any and all liabilities, claims, losses, damages, expenses, costs, demands, actions and proceedings arising or which may arise under or in connection with any breach by the Sellers of any representation, warranty, covenant, undertaking or obligation under this Agreement and/or Other Agreements, which is identified, discovered or notified to the Buyer before the payment of such amount payable whether or not such breach occurred before, on or after the Closing Date; and

(c) any and all liabilities, claims, losses, damages, expenses, costs, demands, actions and proceedings arising or which may arise under or in connection with any breach by the Sellers and the Seller Group (as defined in the TSA) under the TSA.

[redacted]

[redacted]

9. **Brokers.** Each party represents that it has dealt with no broker, agent or other person in connection with this transaction or any related transaction with the Buyer and Seller.

10. **Exclusivity.** Each Seller confirms that there are no unexpired exclusivity rights, other than those granted in this Agreement and/or the Exclusivity Agreement and Letter of Intent dated 5 January 2026 in relation to the transactions contemplated under this Agreement (the "**LOI**"), in connection with any part of the Property and/or the shares of the Sellers. From the Effective Date until the Closing or earlier termination of this Agreement, each Seller on behalf of itself, the other Seller, Wellford Properties Holdings Limited and their representatives, directors, officers, employees, agents, advisors or any parties acting on their behalf, agrees not to:

(a) market all or any portion of the Property and/or the shares of the respective Seller (as applicable) or advertise it for sale or lease or confirm it is for sale or lease in the event of an inquiry;

(b) seek or invite or respond positively to any offers for, or seek any interest in the sale or lease of all or any portion of the Property and/or the shares of the respective Seller (as applicable);

(c) send a contract for the sale or lease of all or any portion of the Property and/or the shares of the respective Seller (as applicable) or any information related to thereto (including diligence materials) to any party other than the Buyer or the Buyer's attorneys;

(d) negotiate or enter into any agreement pertaining to the sale, exchange, lease or transfer of all or any portion of the Property and/or the shares of the respective Seller (as applicable) with any person or entity other than Buyer;

(e) allow any party other than the Buyer or the Buyer's representatives to inspect, test or obtain a survey or valuation of all or any portion of the Property; or

(f) license, sublet, part with or share possession of or otherwise deal with or grant to any third party any rights or interest over any part of the Property and/or the shares of the respective Seller (to the extent applicable) or enter into any agreement to do so.

11. **Destruction/Condemnation of Property**. If any portion of the Property is damaged by any casualty or is the subject of a taking by a governmental authority after the Effective Date but prior to the Closing Date, the Seller will have no obligation to repair any damage caused, but the following will apply at the Closing: (a) if there is a casualty, Buyer will receive a credit against the Purchase Price at Closing for the reasonably estimated cost to restore the Property to their condition immediately prior to such casualty; and (b) if there is a taking, Sellers will assign to Buyer its rights to any proceeds resulting from such taking. Notwithstanding the foregoing, if such casualty or taking is a Material Event, Buyer may elect to terminate this Agreement by notice to Sellers on or before the Closing Date, and any Deposit will be returned to Buyer and the parties will have no further liability or obligation under this Agreement.

12. **Indemnification Obligations.**

12.1. Each Seller will, on a joint and several basis, protect, defend, indemnify and hold Buyer and the Property harmless from and against: (a) any and all claim, loss, liability and cost relating to the Property and arising or accruing prior to Closing, including, without limitation, any claim, loss, liability and cost arising or accruing under any Construction and Maintenance Contract or other agreement affecting the Property (including claims from any broker claiming by, through, or under Sellers); and/or (b) any claim, loss, liability and cost that results from any breach or default by Sellers under this Agreement and/or Other Agreements. If the Closing occurs, Buyer will protect, defend, indemnify and hold Sellers harmless from and against any and all claims relating to the Property and first arising or accruing after the Closing, including any claim first arising or accruing after the Closing under any Construction and Maintenance Contract assumed by Buyer under the Assignment and Assumption (except to the extent such claim results from a fact or circumstance that is inconsistent with the representations and warranties of Sellers in connection with this Agreement or any document executed by any Seller pursuant to this Agreement, or constitutes or results from a breach by any Seller or a matter which is the responsibility of any Seller under this Agreement or any document executed by any Seller pursuant to this Agreement).

12.2. Notwithstanding anything to the contrary in **Section 12.1** above, Buyer's obligations under this **Section 12** shall not extend to any claims arising or accruing from any Contamination at, in, on, or under any part of the Land, or which migrated, escaped or were released from the Land to any other land, or the environment, or resulted in any exposure of living organisms (including human beings) to such Contamination, at any time before the Closing Date.

This **Section 12** will survive Closing or earlier termination of this Agreement.

13. **Successors and Assigns.** No Seller may transfer its rights or obligations under this Agreement without (i) Buyer's consent, (ii) the assumption by transferee of such Seller's obligations under this Agreement, and (iii) the joint and several liability of each initial Seller for all of Seller's obligations under this Agreement. Buyer may transfer its rights or obligations under this Agreement to any Amazon Affiliate prior to the Closing Date without Sellers' consent. Subject to the foregoing, this Agreement and the terms and provisions of this **Section 13** will inure to the benefit of and be binding upon the successors and assigns of the parties.

14. **Notices.** All notices, approvals, consents, requests or demands required or permitted to be given or served by either party to this Agreement will be in writing (unless otherwise expressly required), properly addressed to the addresses set forth at the beginning of this Agreement and will be delivered: (a) by depositing with the Hongkong Post, postage prepaid, by registered or certified mail, return receipt requested, (b) by a reputable overnight delivery service providing proof of delivery, or (c) by email delivery, if sent on a business day between the hours of 7:00 a.m. and 6:00 p.m. Local Time; provided within one (1) business day after the sending of such notice by email delivery a follow-up copy of such notice shall also be sent pursuant to either clause (a) or (b) above. Notices will be effective (i) in the case of registered or certified mail, on the date that is earlier of (x) the date receipt is acknowledged on the return receipt for such notice, or (y) the date that is five (5) business days after the date of posting by the Hongkong Post, (ii) if by a reputable recognized overnight delivery service providing proof of delivery, one (1) business day after the deposit of the notice with all delivery charges prepaid, and (iii) if by email delivery, on the date of delivery, provided that the email is sent on a business day during the hours stated above. Either party may by notice given aforesaid, change its address for all subsequent notices. Notice will be deemed given upon delivery or when delivery is refused.

15. **Confidentiality.** This Agreement is subject to the NDA and the NDA is binding on the Sellers. Each Seller agrees and acknowledges that (i) the existence and terms of this Agreement and all information relating to Buyer's acquisition, future use or development of the Property will constitute "Confidential Information", whether or not such information is available in the public domain, and each Seller will not, and will instruct its affiliates, parent companies, representatives, brokers, developers, contractors, subcontractors, agents and consultants (each, a "**Seller Representative**") to not, nor will any Seller permit any Seller Representative to, disclose any Confidential Information without the prior written approval of Buyer, and (ii) the exclusion in section 2(i) of the NDA does not apply to the aforesaid Confidential Information. Neither the Sellers nor any Seller Representative will make any public statement or announcement regarding the transaction described in this Agreement, either prior to or after the Closing, without the prior written approval of Buyer [redacted] This **Section 15** will survive Closing or earlier termination of this Agreement.

16. **Further Assurances.** Each party will use commercially reasonable efforts to take, or cause to be taken, all actions and to do, or cause to be done, all things necessary, proper or advisable to consummate the transactions described in this Agreement. After the Closing, Sellers and Buyer will use commercially reasonable efforts (at no cost or expense to such party, other than any de minimis cost or expense or any cost or expense which the requesting party agrees in writing to reimburse) to further effect the transactions contemplated in this Agreement.

17. **Matters of Construction.**

17.1. Entire Agreement. This Agreement and the NDA (as applicable) and the Other Agreements contain the entire agreement between the parties respecting the matters set forth in this Agreement and together supersede all prior agreements between the parties hereto respecting such matters. The Certain Agreement Details and Definitions, and the exhibits attached hereto, are incorporated into this Agreement as if fully set forth in (and will be deemed a part of) this Agreement.

17.2. Severability. If any term or provision of this Agreement (or the application of the term or provision) to any person or circumstance will, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected by such invalidity or unenforceability, and each such term and provision of this Agreement will be valid and be enforced to the fullest extent permitted by law.

17.3. Interpretation. Words used in the singular will include the plural, and vice versa, and any gender will be deemed to include the other. Whenever the words "including", "include" or "includes" are used in this Agreement, they should be interpreted in a non-exclusive manner. The captions and headings of the Sections of this Agreement are for convenience of reference only, and will not be deemed to define or limit the provisions hereof. Except as otherwise indicated, all Exhibit and Section references in this Agreement will be deemed to refer to the Exhibits and Sections in this Agreement. In the event of a conflict between this Agreement and any Exhibit, the terms of this will control. Each party acknowledges and agrees that this Agreement (a) has been reviewed by it and its counsel; (b) is the product of negotiations between the parties; and (c) will not be deemed prepared or drafted by any one party. In the event of any dispute between the parties concerning this Agreement, the parties agree that any ambiguity in the language of this Agreement is not to be resolved against each Seller or Buyer, but will be given a reasonable interpretation in accordance with the plain meaning of the terms of this Agreement and the intent of the parties as manifested by this Agreement.

17.4. No Waiver. Any party may at any time or times, at its election, waive any of the conditions to its obligations under this Agreement, but any such waiver will be effective only if contained in a writing signed by such party (except that if a party proceeds to Closing, notwithstanding the failure of a condition to its obligation to close, then such condition will be deemed waived by the Closing). No such waiver will reduce the rights or remedies of a party by reason of any breach by the other party under this Agreement. Waiver by one party of the performance of any covenant, condition or promise of the other party will not invalidate this Agreement, nor will it be deemed to be a waiver by such party of the performance of any other covenant, condition or promise by such other party (whether preceding or succeeding and whether or not of the same or similar nature). No failure or delay by one party to exercise any right it may have by reason of the default of the other party will operate as a waiver of default or modification of this Agreement or will prevent the exercise of any right by such party while the other party continues to be so in default.

17.5. Consents and Approvals. Except as otherwise expressly provided in this Agreement, any approval or consent provided to be given by a party under this Agreement may be given or withheld in the sole and absolute discretion of such party.

18. Disputes. This Agreement will be governed by the Governing Law, excluding any conflicts of laws principles. Any dispute relating to this Agreement will be resolved in the Forum for Dispute Resolution. Each of the parties irrevocably submits to the Forum for Dispute Resolution for such disputes and waives all defenses of lack of personal jurisdiction and forum non-conveniens.

19. Third Party Beneficiaries. Except as otherwise expressly provided in this Agreement, each Seller and Buyer do not intend by any provision of this Agreement to confer any right, remedy or benefit upon any third party (express or implied), and no third party will be entitled to enforce or otherwise will acquire any right, remedy or benefit by reason of any provision of this Agreement.

20. Amendments. This Agreement may only be amended by written agreement signed by all parties and, in respect of the Sellers' agreement on amendment, with evidence that the Sellers have obtained consent from the Existing Lenders in respect of any such amendment (except any amendment which is to correct minor technical or clerical error); for the avoidance of doubt, any waiver granted by the Buyer over the Sellers' obligations under this Agreement shall not be considered as an amendment to this Agreement.

21. [intentionally omitted]

22. [intentionally omitted]

23. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which is an original and all of which together comprise the same Agreement.

[redacted]

[redacted]

25. **No Liability for Consequential or Punitive Damages; Limitation of Liability.** No party will be liable to the other party, FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION, DAMAGES RESULTING FROM LOSS OF PROFITS, INTERRUPTION OR LOSS OF BUSINESS, LOST GOODWILL, LOST REVENUE AND LOST OPPORTUNITY) ("**Consequential Loss**") ARISING OUT OF ANY OF THE TERMS OR CONDITIONS OF THIS AGREEMENT. Nothing in this **Section 25** will prevent, limit or exclude liability for Consequential Loss: (i) arising as a result of any Seller's fraud, fraudulent misrepresentation, or wilful misconduct; (ii) arising from a breach of any Seller's confidentiality obligations, including the NDA; (iii) to the extent insurance proceeds are available pursuant to insurance policies required under this Agreement; [redacted] Notwithstanding the foregoing, in no event will Buyer's liability for direct damages with respect to any breach of Buyer's obligations under this Agreement exceed an amount equal to the Deposit.

26. Default.

26.1. By Buyer.

(a) BUYER WILL NOT BE IN DEFAULT HEREUNDER UNLESS AND UNTIL SUCH ACT OR FAILURE TO ACT PERSISTS FOR A PERIOD OF FIVE (5) BUSINESS DAYS AFTER BUYER HAS RECEIVED FROM SELLER WRITTEN NOTICE OF SUCH ACT OR FAILURE.

(b) SUBJECT TO **SECTION 26.1(c)**, NONE OF THE SELLERS WILL HAVE ANY RIGHT TO SEEK OR OBTAIN SPECIFIC ENFORCEMENT OF THIS AGREEMENT, AND, AS SELLERS' SOLE AND EXCLUSIVE REMEDY AT LAW OR IN EQUITY FOR SUCH DEFAULT, THE DEPOSIT WILL BE IMMEDIATELY DISBURSED TO AND RETAINED BY SELLERS AS LIQUIDATED DAMAGES AND AS CONSIDERATION FOR SELLERS KEEPING THE PROPERTY OFF OF THE MARKET FOR SALE TO OTHERS. BUYER AND SELLERS AGREE THAT IT WOULD BE IMPRACTICAL AND EXTREMELY DIFFICULT TO DETERMINE THE ACTUAL DAMAGES THAT SELLERS MIGHT SUFFER IN THE EVENT OF BUYER'S DEFAULT UNDER THIS AGREEMENT. BUYER AND SELLERS AGREE THAT THE AMOUNT OF LIQUIDATED DAMAGES PROVIDED FOR IN THIS SECTION IS A FAIR AND REASONABLE ESTIMATE OF SUCH DAMAGES.

(c) Notwithstanding **Section 26.1(b)** but subject to **Section 26.1(a)**, if:

(i) (A) all the Buyer's Conditions to Closing have been duly satisfied by the Sellers, (B) all the Closing Deliveries – Seller have been delivered to Buyer and (C) the Sellers are ready and willing to complete the sale and purchase of the Property in accordance with this Agreement, and Buyer defaults in complying with its obligation(s) to:

i. deliver the Closing Deliveries – Buyer;

ii. instruct the Buyer's Solicitors to release the Deposit; and/or

iii. pay the Closing Payment,

in each case, in accordance with **Sections 8.2 (Closing Deliveries)** and **8.3(a) (Closing Process)**, or

(ii) the Buyer wrongfully terminates, rescinds, or repudiates this Agreement before the Target Closing Date (or the extended Target Closing Date, if extended in accordance with **Section 7.2**),

the Sellers shall be entitled to bring an action for specific performance against the Buyer, but without prejudice to any legal and/or equitable requirements and hurdles for such recourse.

26.2. By Seller. If any Seller defaults under this Agreement or breaches any representation, warranty or covenants under this Agreement, Buyer may, at its election, pursue any of the following remedies: (a) terminate this Agreement by delivery of a notice of termination to Sellers, in which event the Buyer's Solicitors will immediately return the Deposit to Buyer, and Sellers will pay to Buyer an amount equal to all of Buyer's documented third-party transaction costs and expenses (including attorneys' fees) incurred in connection with this Agreement; (b) bring an action for

specific performance; and/or (c) pursue any other remedies that may be available at law or in equity. Buyer's remedies are cumulative. In connection with Buyer's remedy of specific performance, the parties acknowledge and agree that in the event of any Seller's default under this Agreement, Buyer would not have an adequate remedy at law. The exercise of one remedy by Buyer will not preclude the exercise of any other remedies.

27. Timing; Business Days. Whenever action must be taken (including the giving of notice or the delivery of documents) under this Agreement during a certain period of time (or by a particular date) that ends (or occurs) on a non-business day, then such period (or date) will be extended until the immediately following business day; provided that, if Closing would be scheduled to occur on a non-business day, Closing will be delayed until the second business day after such non-business day. Time is of the essence with respect to the terms of this Agreement.

28. Liability.

28.1. Joint and Several Liability. If and when included within the term "Sellers" as used in this Agreement, there is more than one person, firm or corporation, each will be jointly and severally liable for the obligations of Sellers.

[redacted]

29. Property Improvements, Existing Buildings; Leases

29.1. [Intentionally omitted.]

29.2. [Intentionally omitted.]

29.3. [intentionally omitted.]

29.4. Operating Expense Reconciliation. Prior to Closing, each Seller will undertake an interim reconciliation of operating expenses related to the Tenant Leases and provide the records to Buyer.

29.5. Additional Prorations. All proratable expenses, payment on account of operating expenses and income related to the Tenant Lease will be prorated in favor of the Buyer from the date after the Closing Date including without limitation, (a) charges payable with respect to any assumed Construction and Maintenance Contracts; and (b) rent under the assumed Tenant Leases, provided that any tenant payments made in advance based upon estimated expense reimbursements to Sellers will be prorated for each tenant on an accrual basis based on the actual number of days in the period for which the advance payment is made. Sellers will credit Buyer at Closing and assign associated agreements as necessary for each of the following with respect to any assumed Tenant Lease: (i) rentals and security deposits for any Tenant Leases will be credited against the Purchase Price including all accrued interest and discounting any deductions made against such sums; and (ii) any unpaid Leasing Costs. Any delinquent rental amounts due to Sellers under any assumed Tenant Leases as of the Closing Date will not be prorated at Closing and each Seller may not proceed after Closing against a tenant owing delinquent rent; provided that, if after the Closing Date, Buyer collects any delinquent rent, Buyer will first apply such amounts, net of the costs of collection (including reasonable attorneys' fees), first to current rent payable for the month of Closing, second to post-Closing rent payable, third to past due rents payable for post-Closing periods, and fourth, the balance to Sellers.

29.6. Sellers' Assets/Personal Property. Buyer and the Sellers have identified the Assets/Personal Property located at the Property that Buyer requires Sellers to convey to Buyer at Closing (the "**Conveyed Assets/Personal Property**") including but not limited to those listed in **Exhibit J** and **Exhibit K**. Sellers will not remove the Conveyed Assets/Personal Property prior to, or at, Closing.

30. Registration

Each of the Sellers and the Buyer expressly agrees that this Agreement (which is supplemented by the supplemental agreement dated 18 September 2026) shall not be registered with the Land Registry.

[signature page follows]

IN WITNESS WHEREOF, Buyer and Sellers have executed this Agreement on the dates below.

BUYER:

Amazon Data Services Hong Kong Limited

By: _____

Name: Andy Pun

Title: Authorized Signatory

Date Signed: 18 September 2026

SELLER (HKG066):

Regal Development Limited

By: _____

Name: _____

Title: _____

Date Signed: _____

SELLER (HKG069):

Golden Ford Limited

By: _____

Name: _____

Title: _____

Date Signed: _____

IN WITNESS WHEREOF, Buyer and Sellers have executed this Agreement on the dates below.

BUYER:

Amazon Data Services Hong Kong Limited

By:_____

Name:_____

Title:_____

Date Signed:_____

SELLER (HKG066):

Regal Development Limited

By:_____

Name: Chan Hung Ming

Title: Director

Date Signed: 18 September 2026

SELLER (HKG069):

Golden Ford Limited

By:_____

Name: Chan Hung Ming

Title: Director

Date Signed: 18 September 2026

Exhibit A

DESCRIPTION OF LAND (HKG066)

ALL THAT estate right title benefit and interest of and in ALL THAT piece or parcel of ground registered at the Land Registry as FANLING SHEUNG SHUI TOWN LOT NO.289 Together with the messuages, erections and buildings erected or to be erected thereon and all appurtenances thereto.

Exhibit B

[Intentionally omitted]

Exhibit C

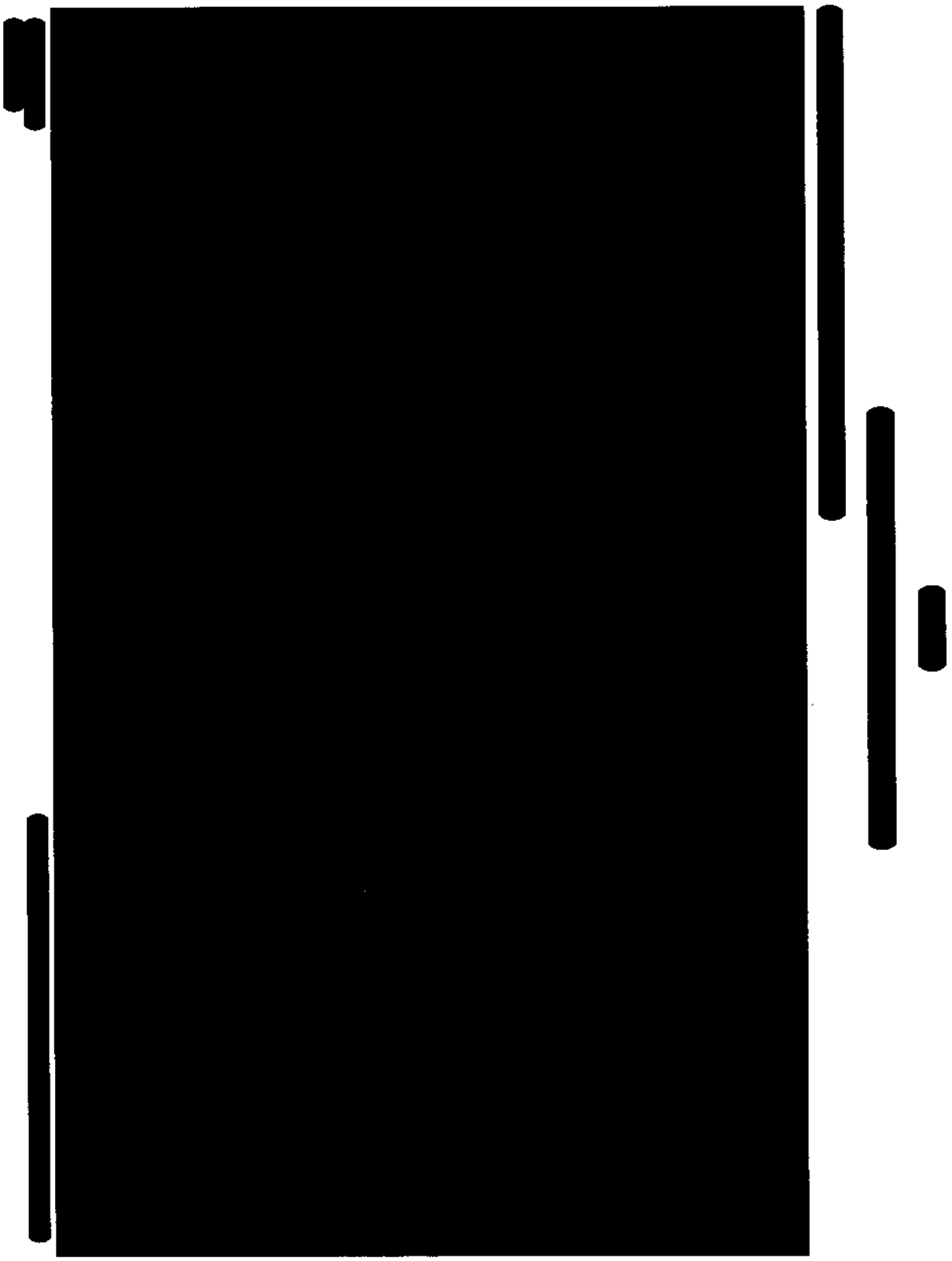
TENANT LEASES

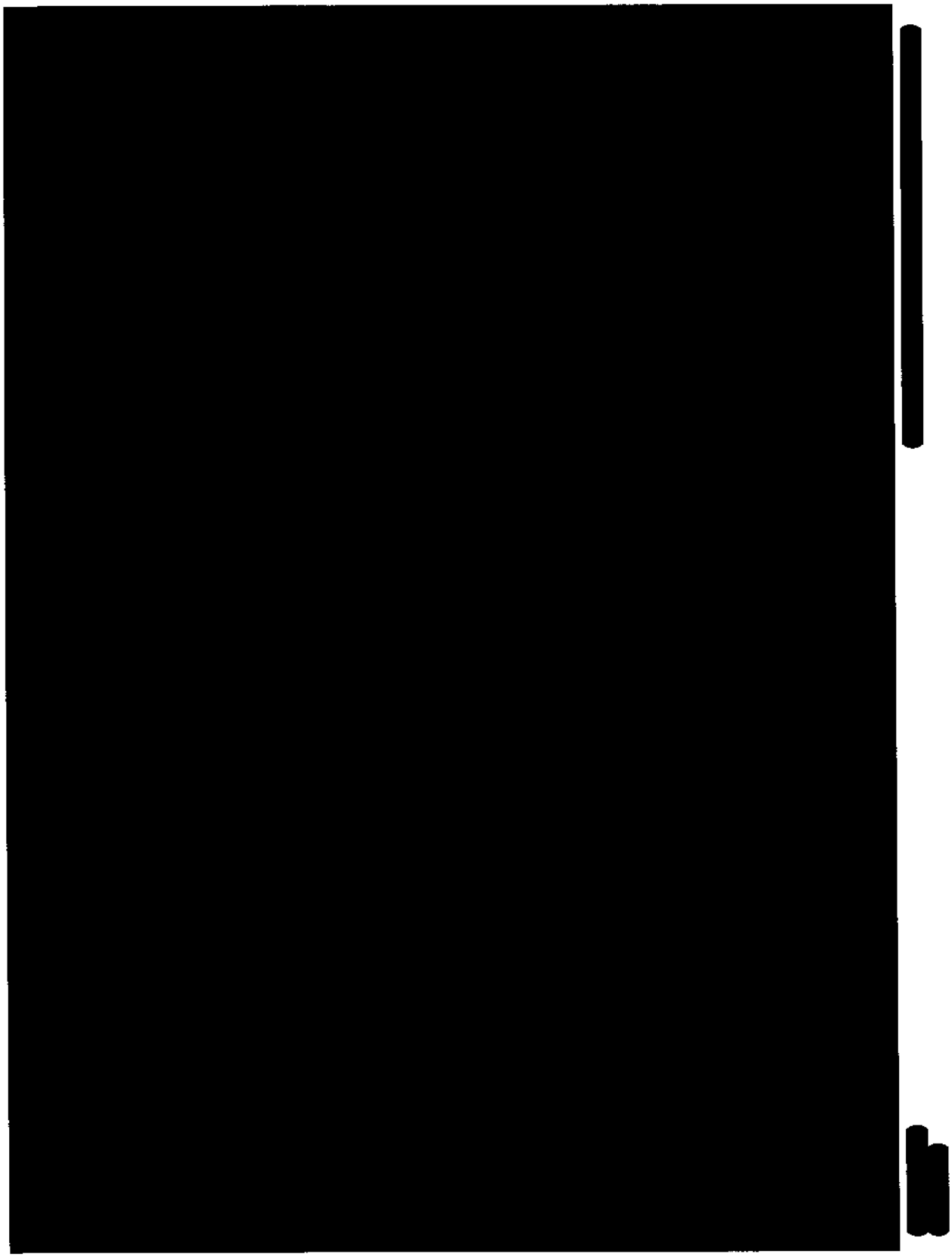
Agreement for Lease dated 8 December 2023 entered into between Regal Development Limited as the landlord and iTech Towers Data Centre Services Limited as the tenant in respect of the multi-storey industrial building located on No. 3 On Kui Street, On Lok Tsuen, Fanling, New Territories, Hong Kong.

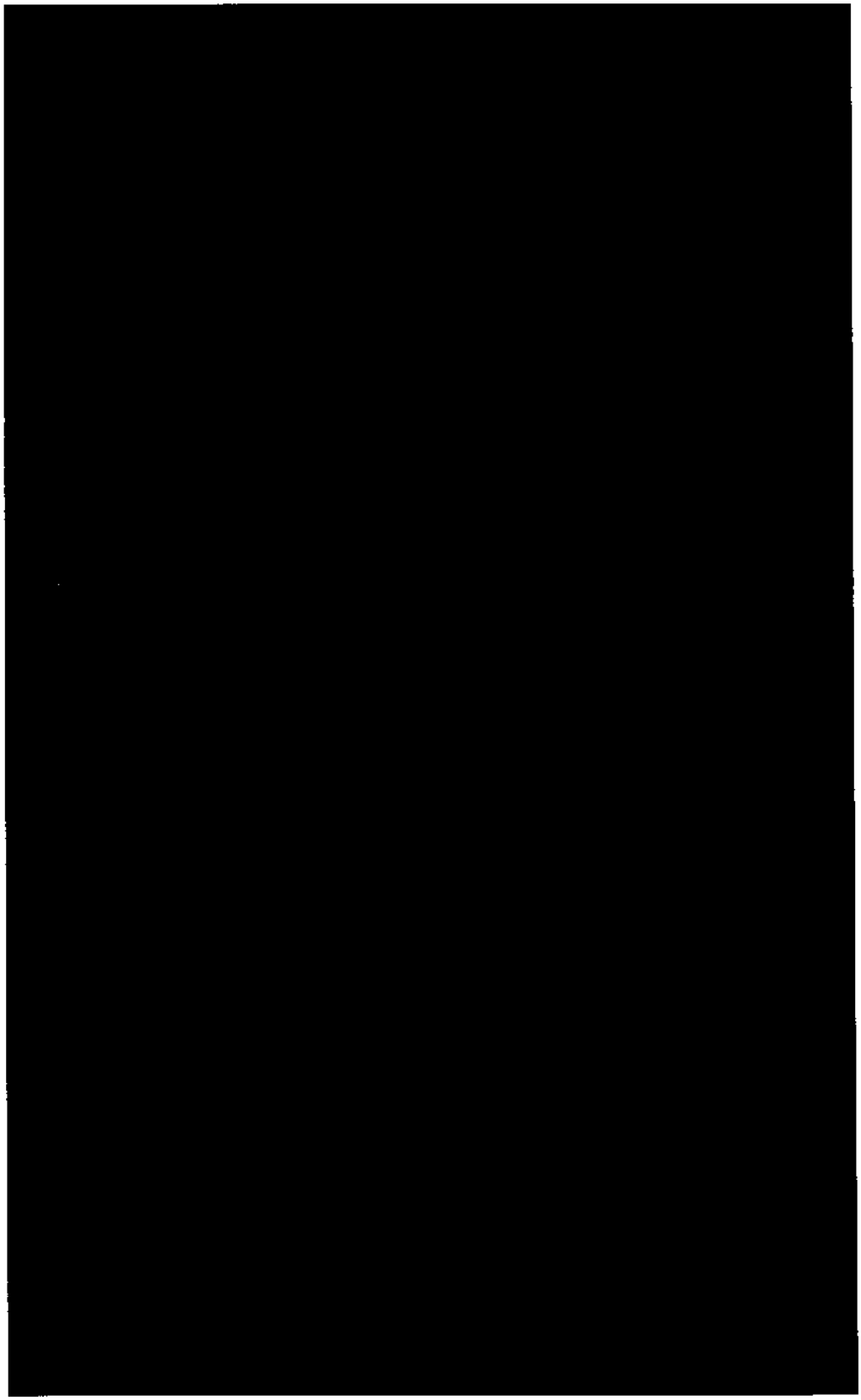
An addendum to the Agreement for Lease dated on the same date of this Agreement and entered into between Regal Development Limited as the landlord and iTech Towers Data Centre Services Limited as the tenant.

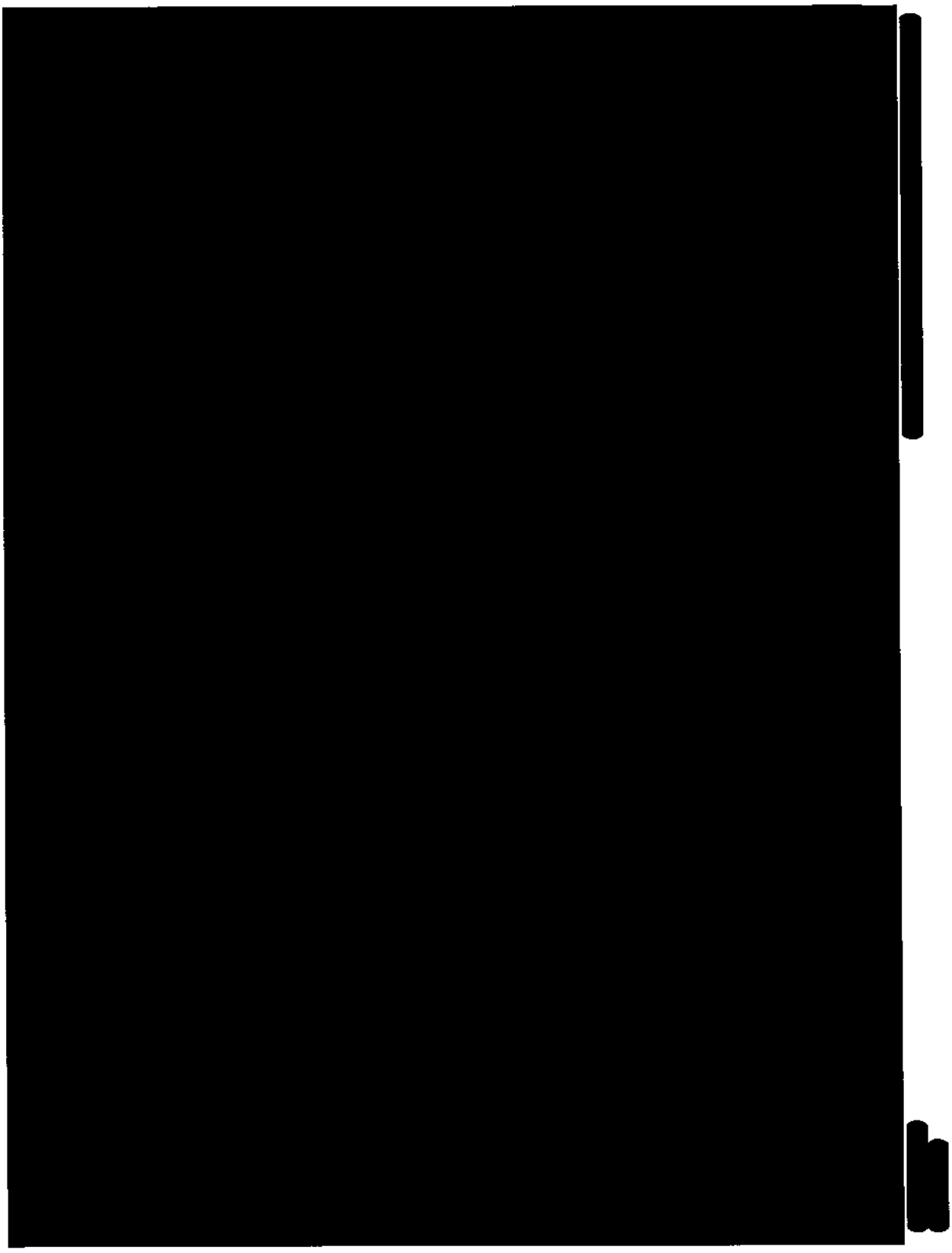
Exhibit D

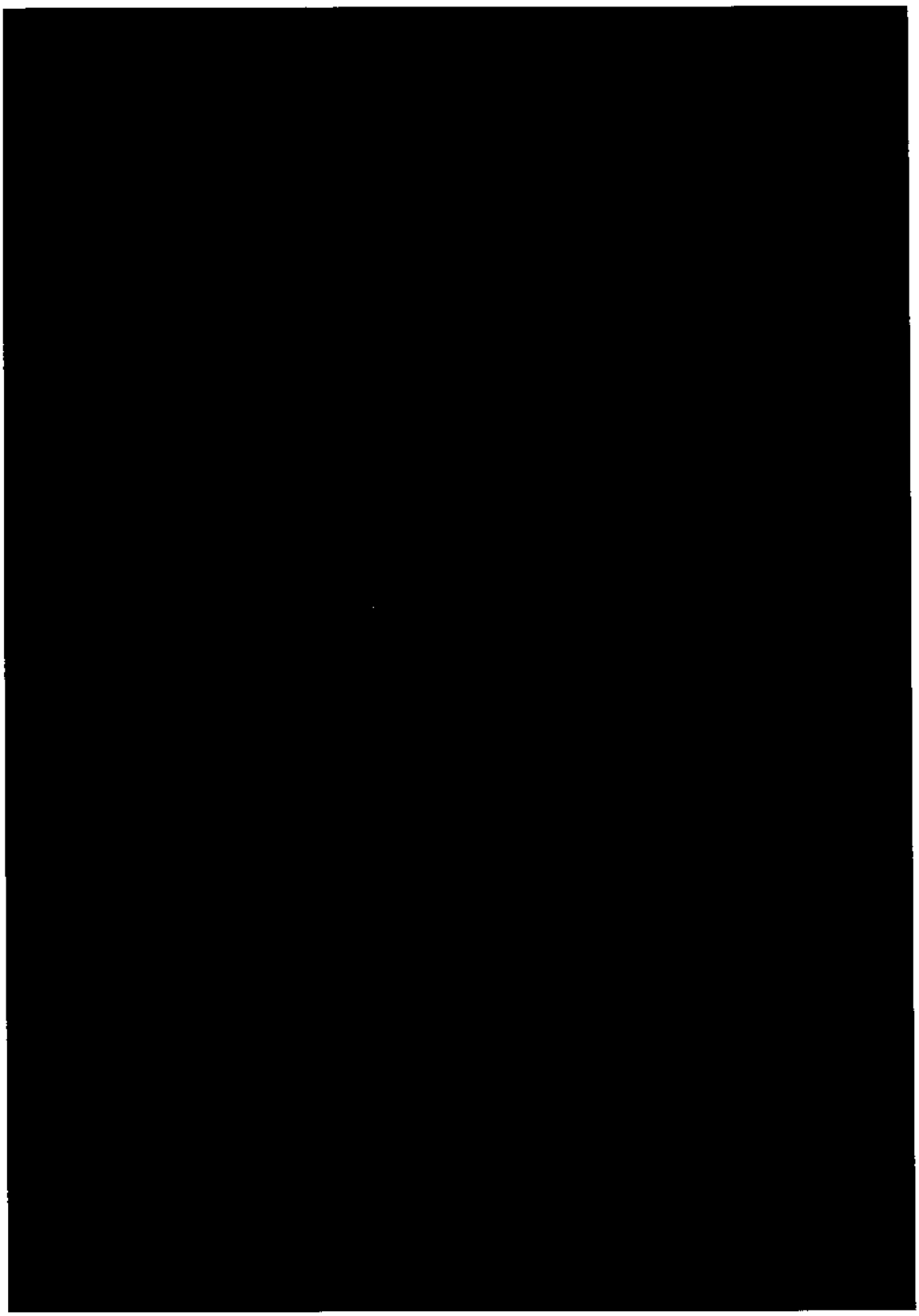
[Intentionally Omitted]

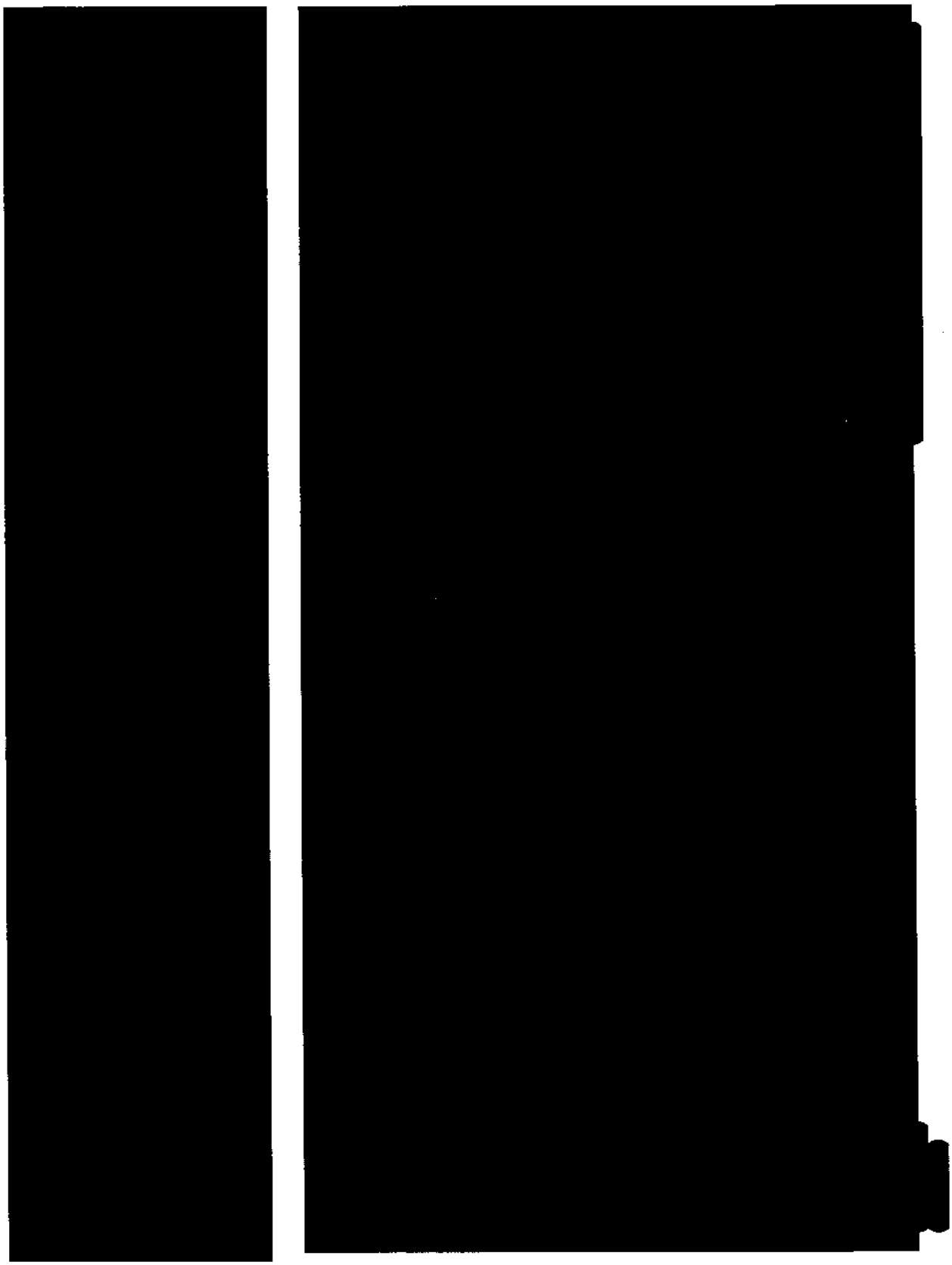


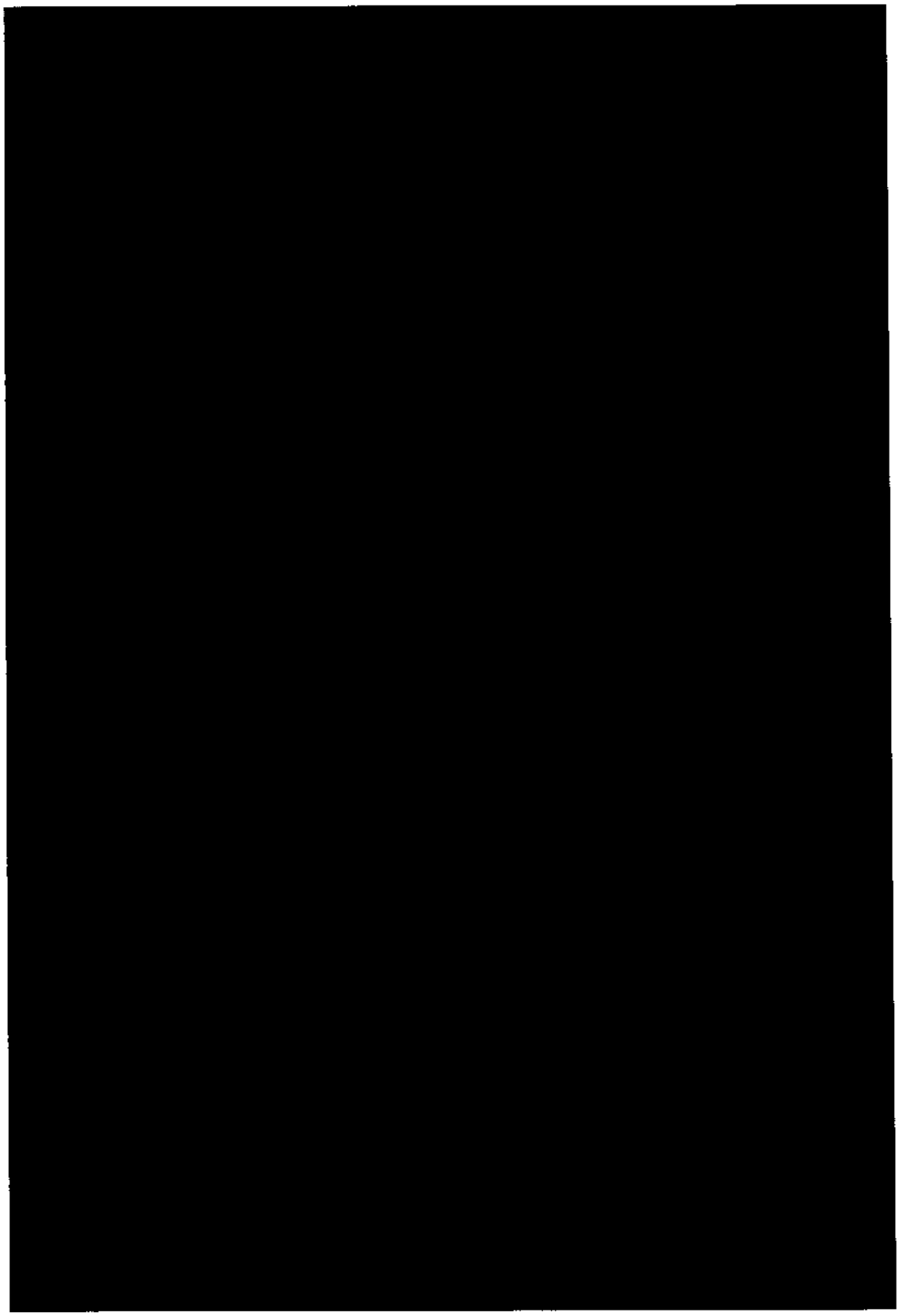


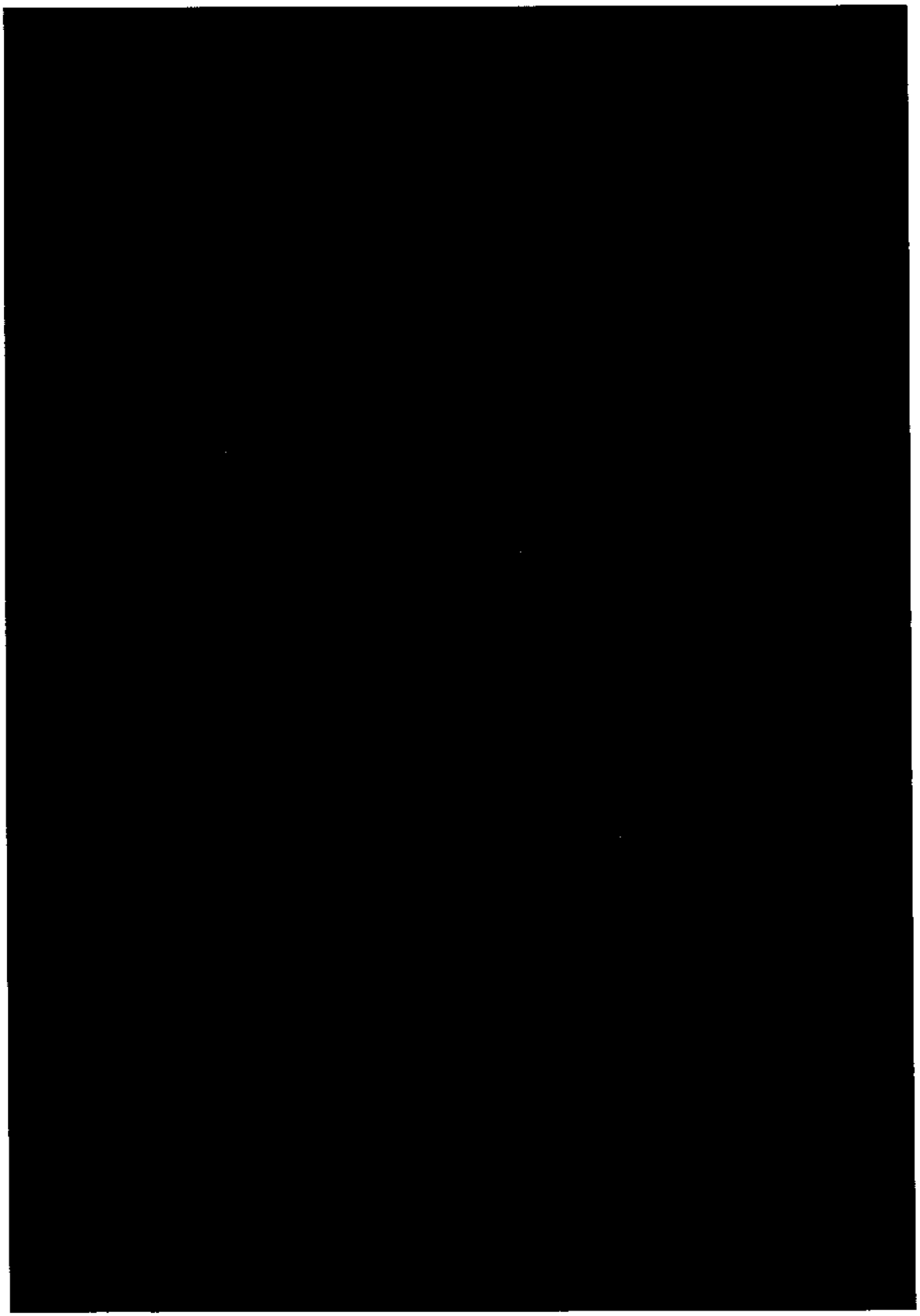


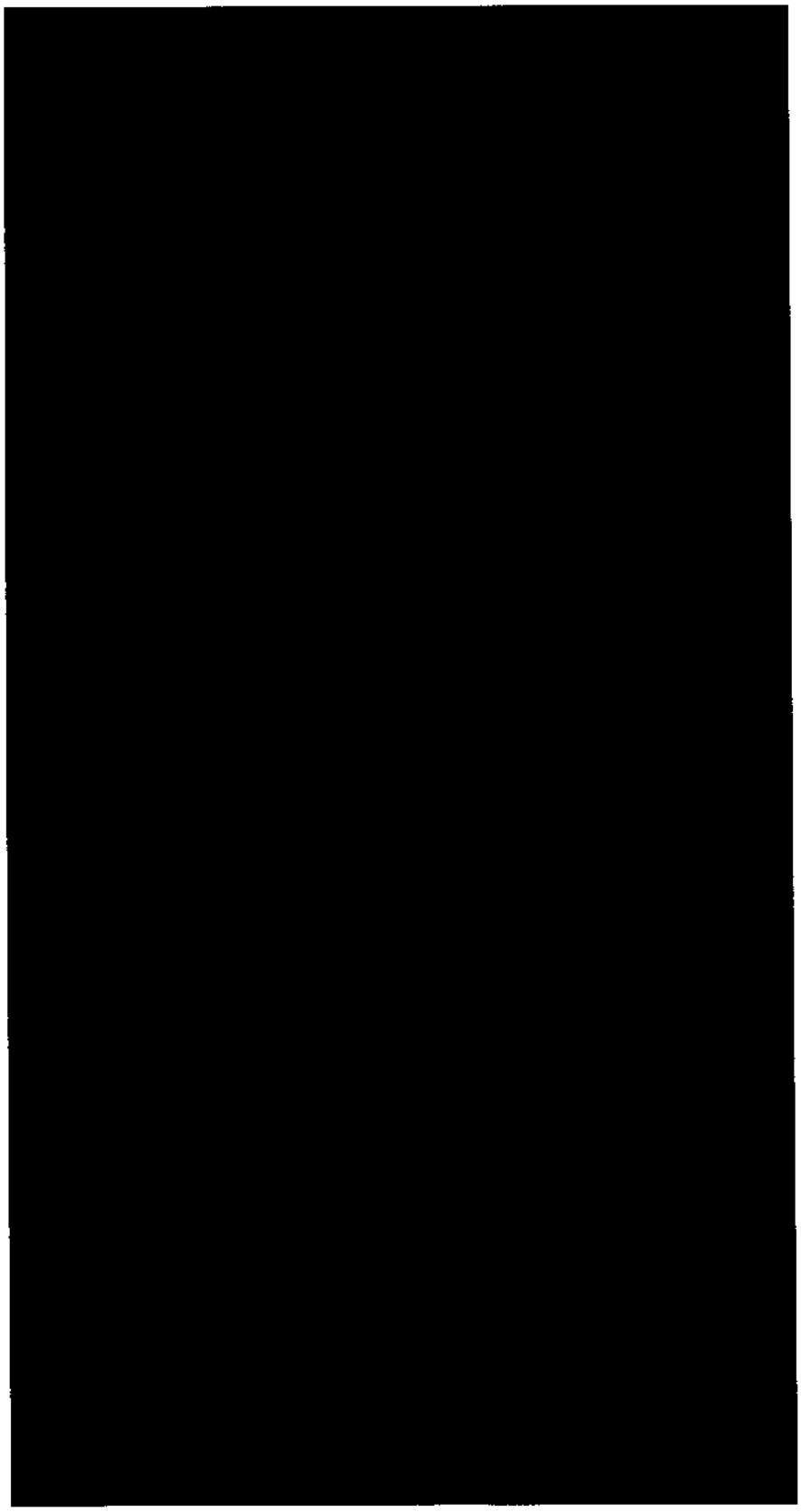












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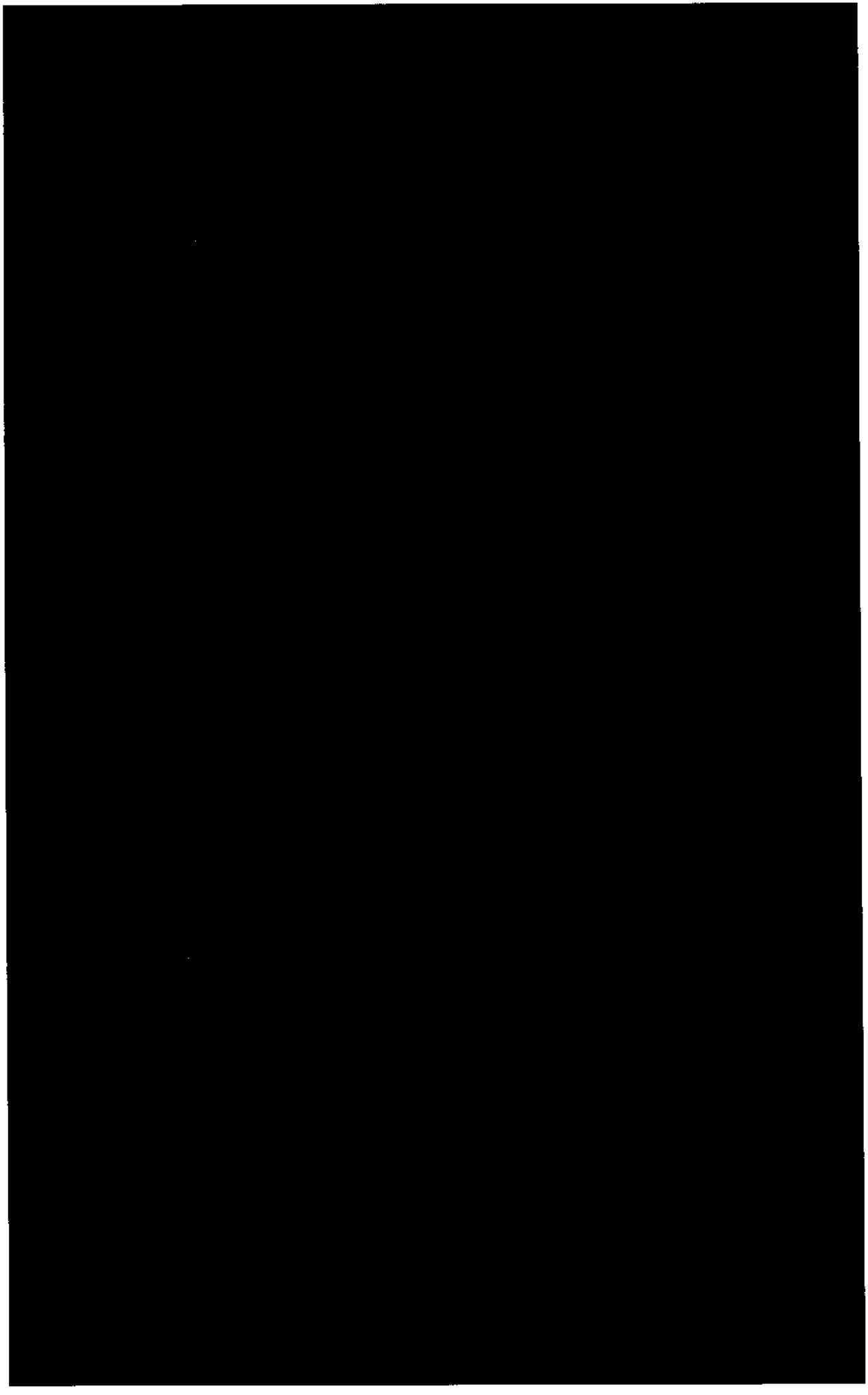

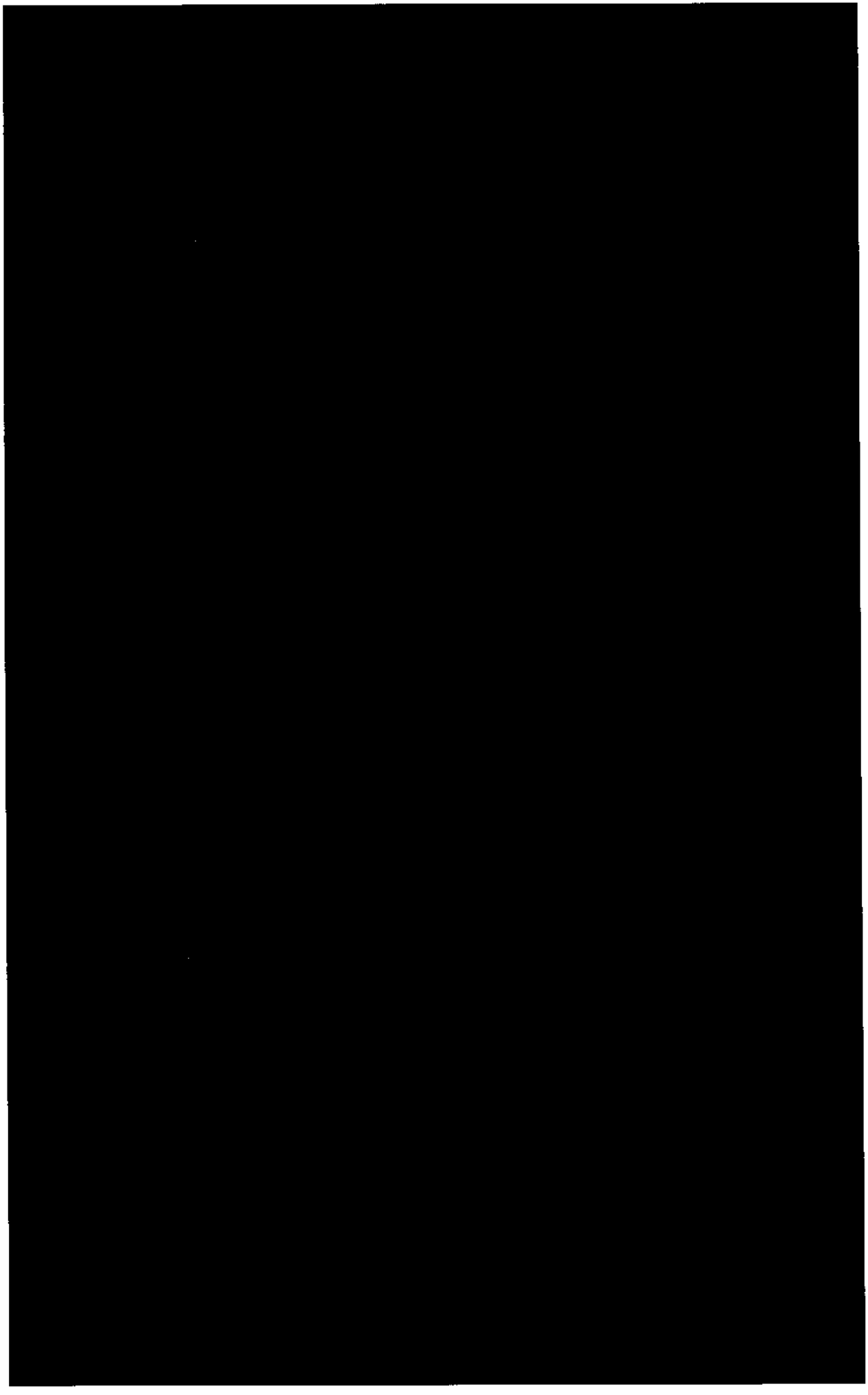

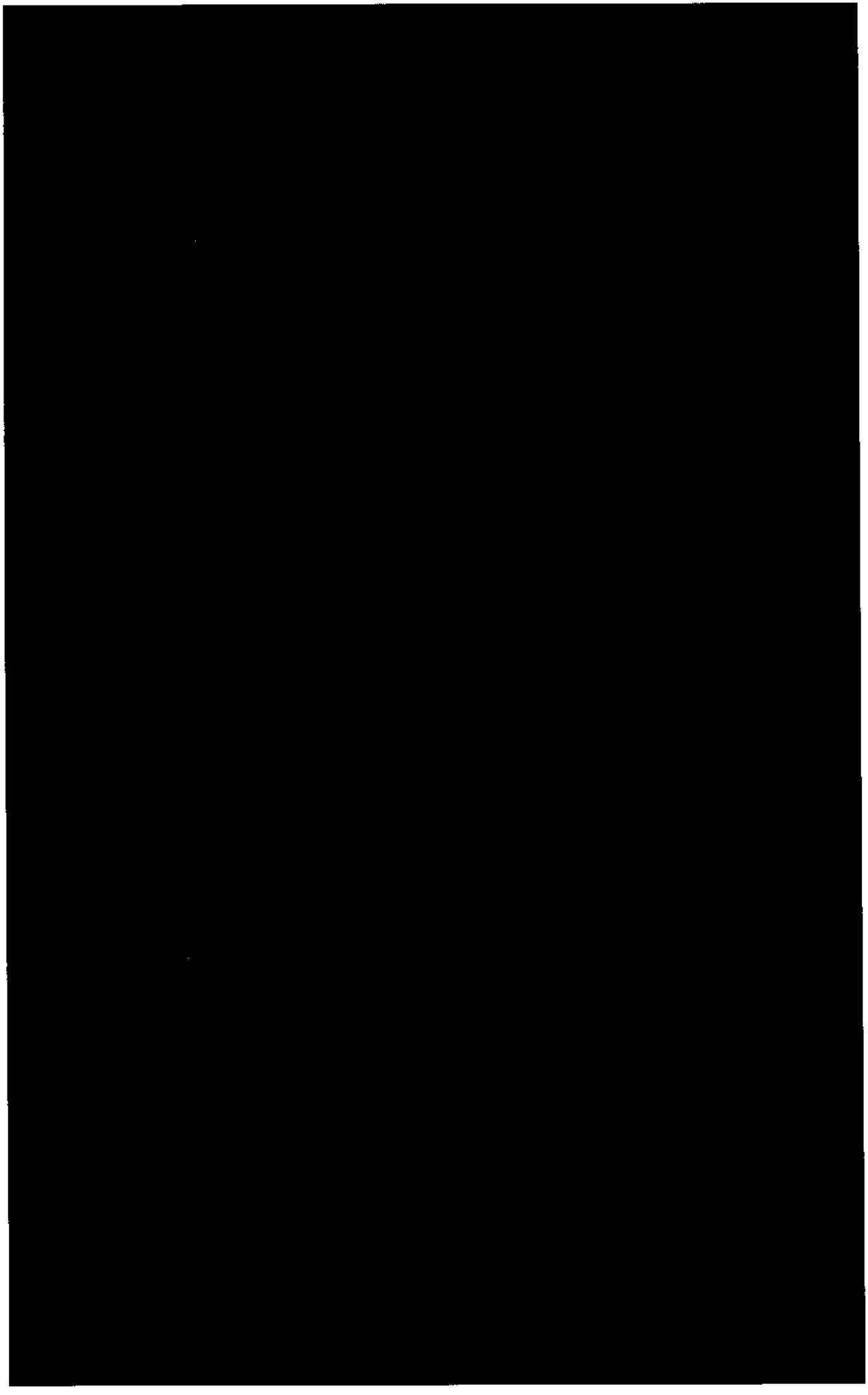

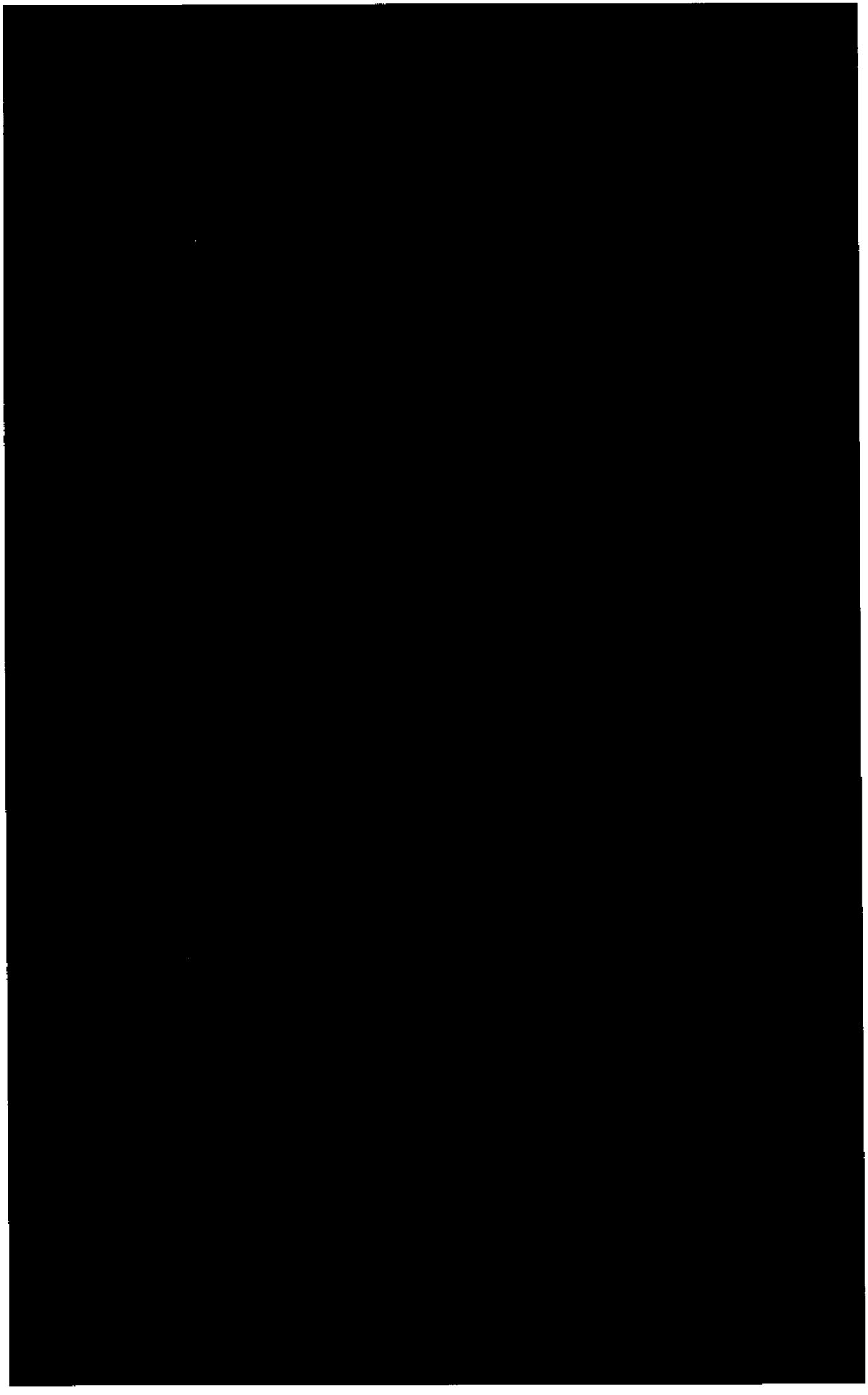

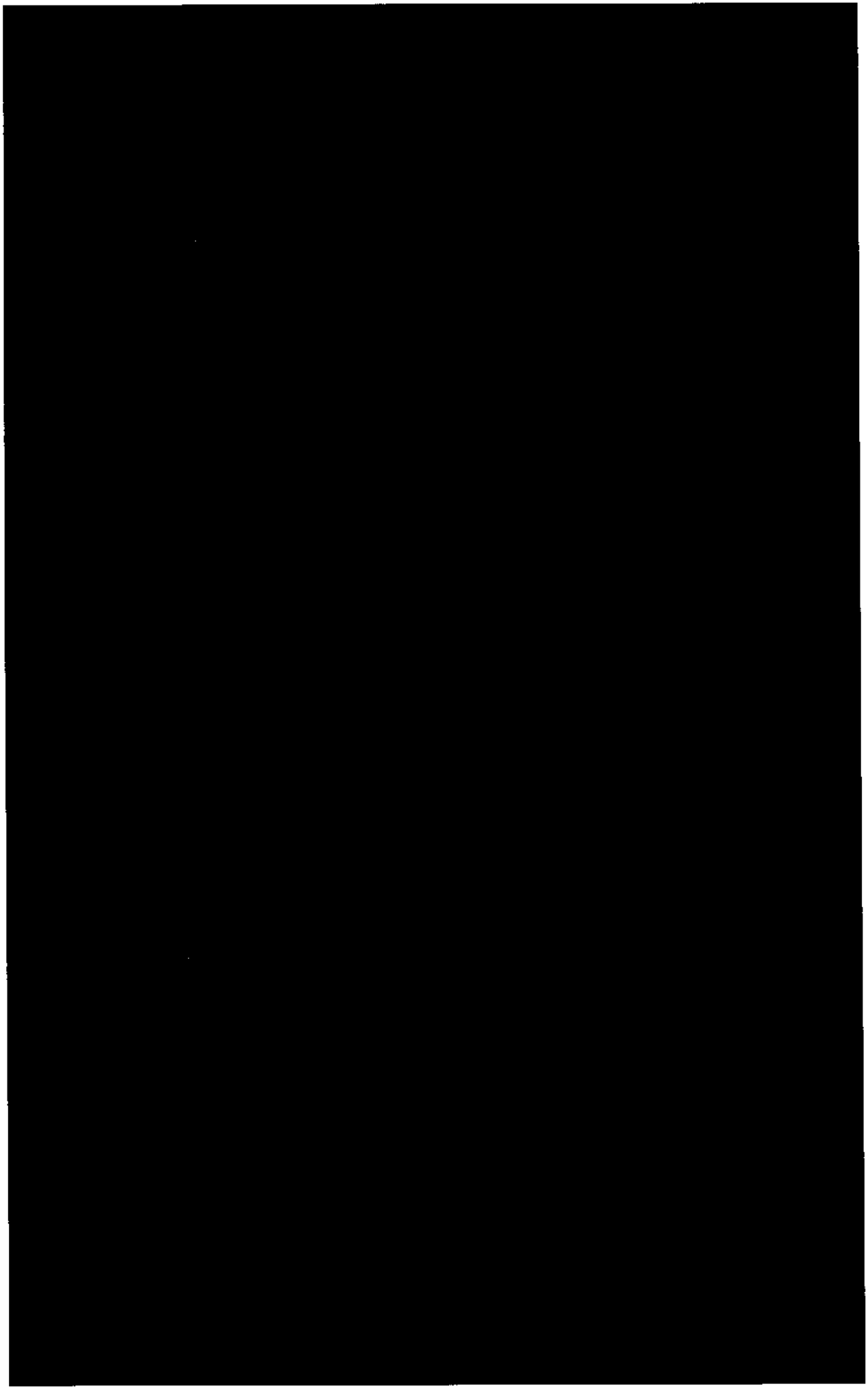

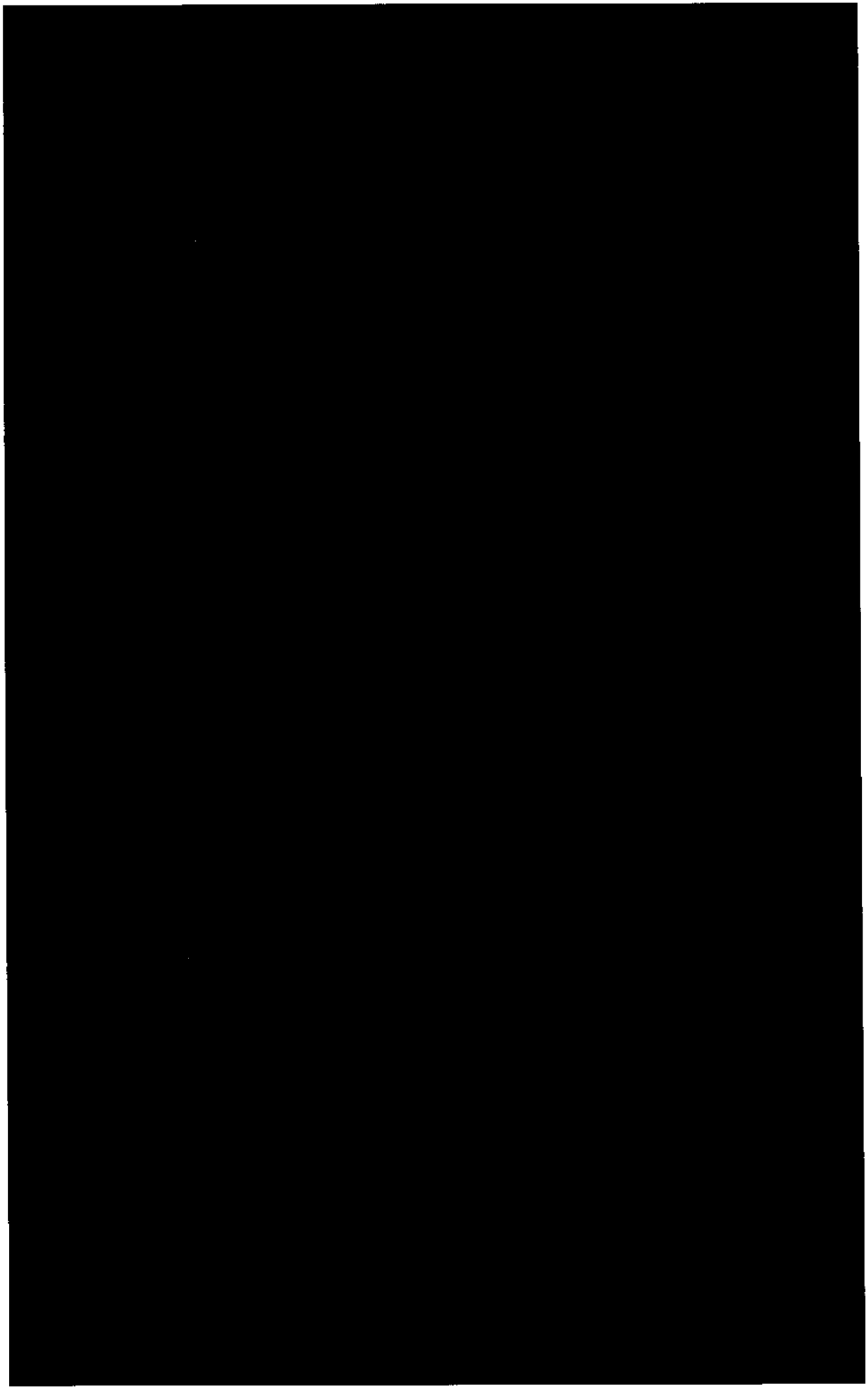

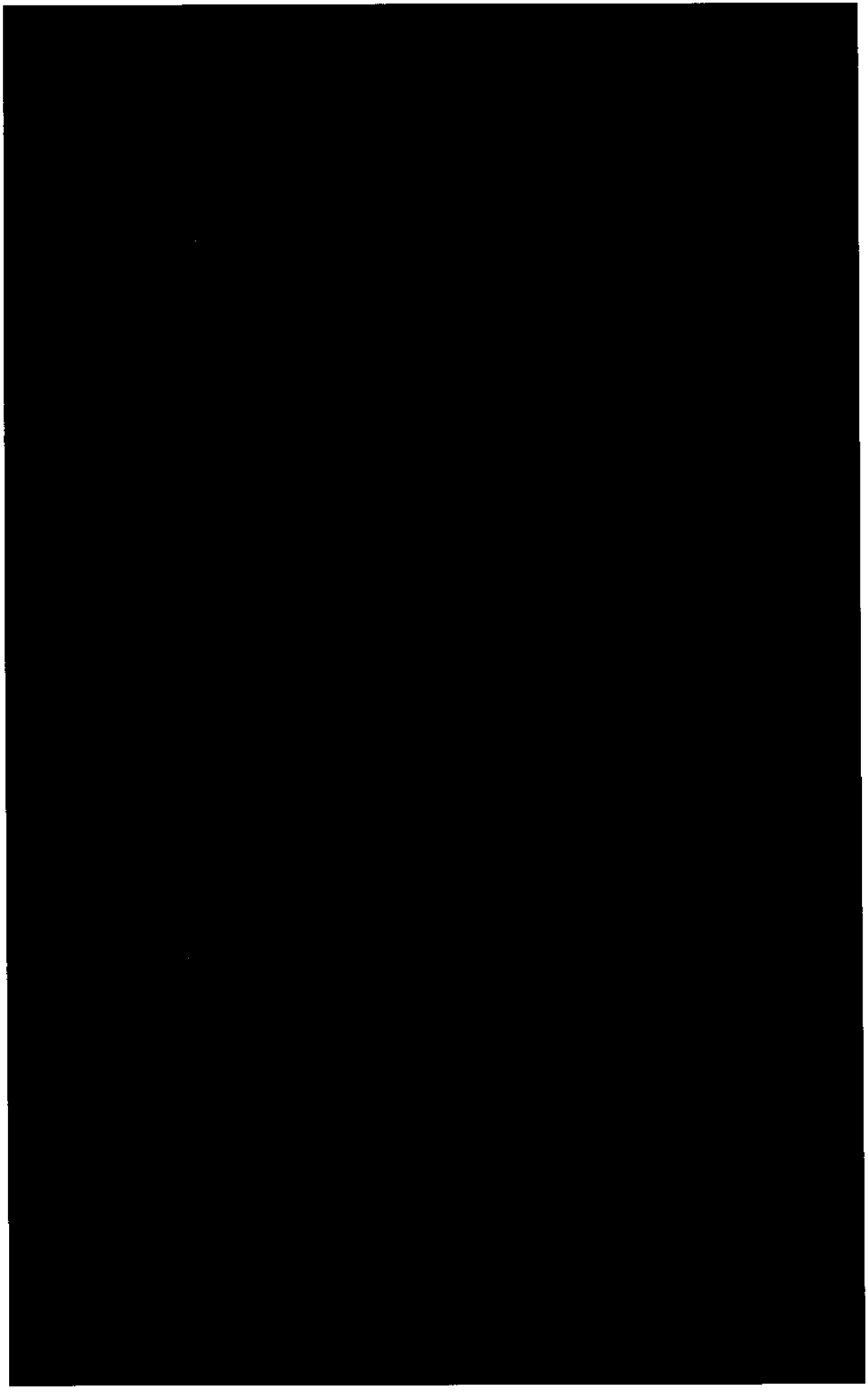

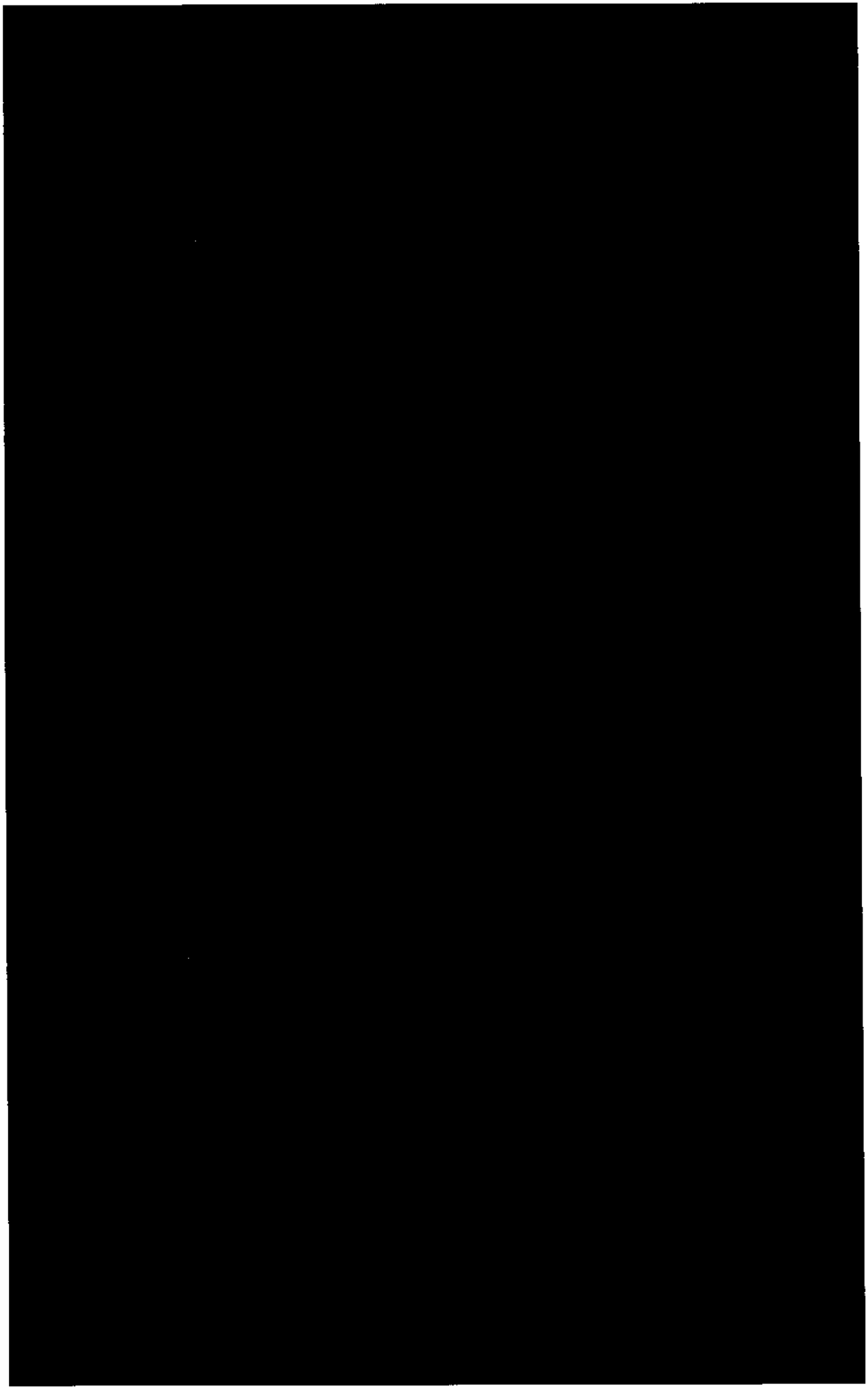

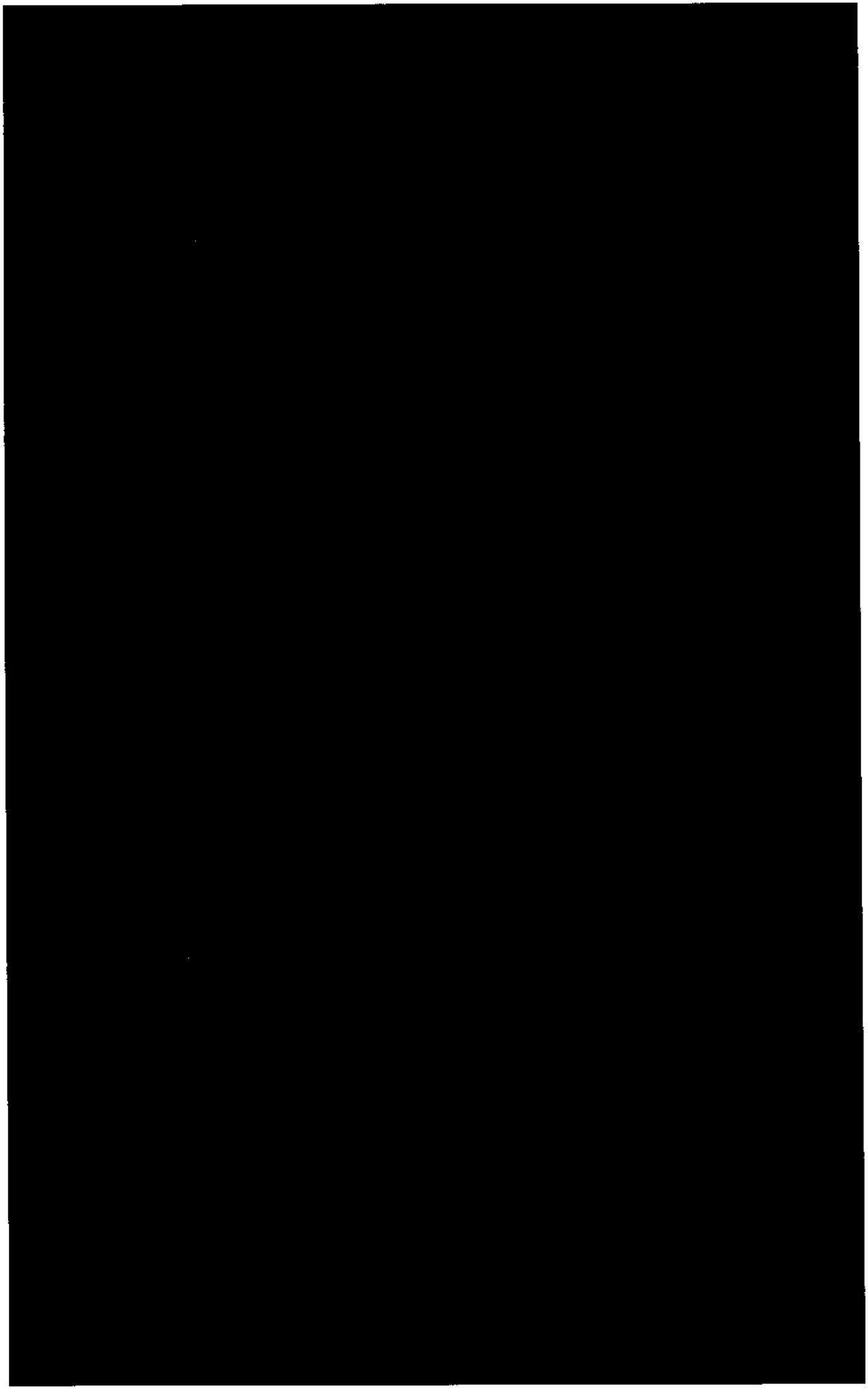

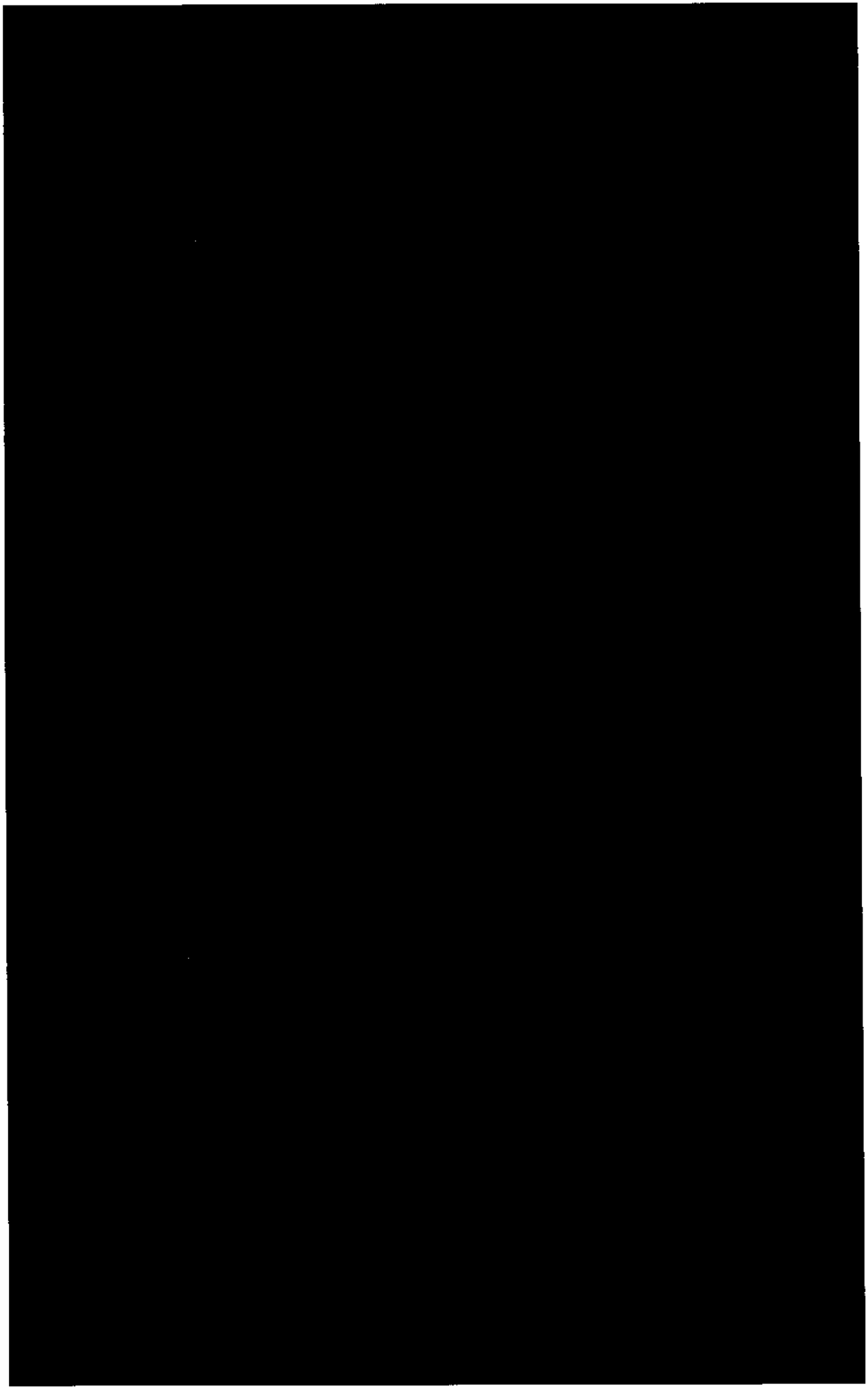

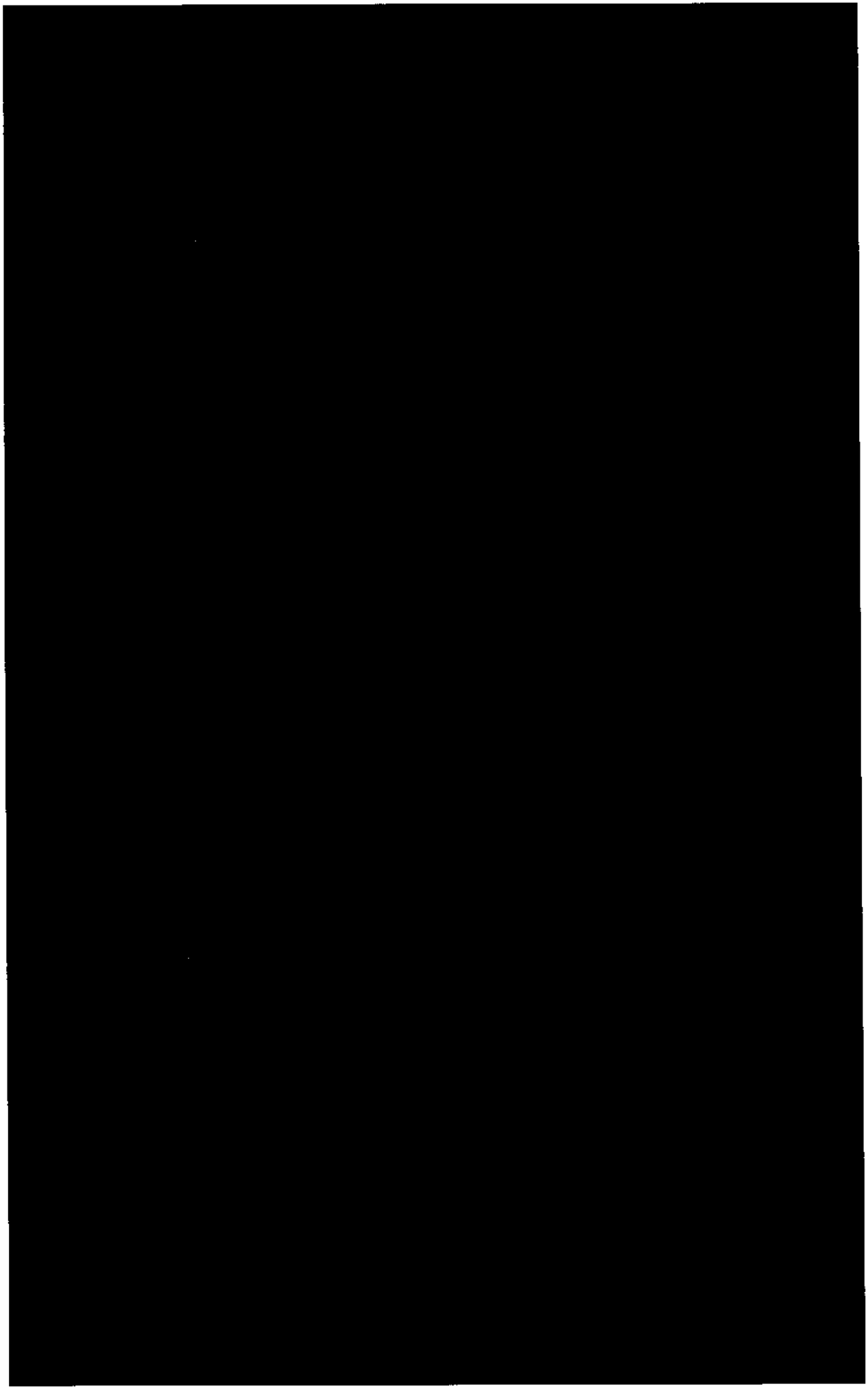

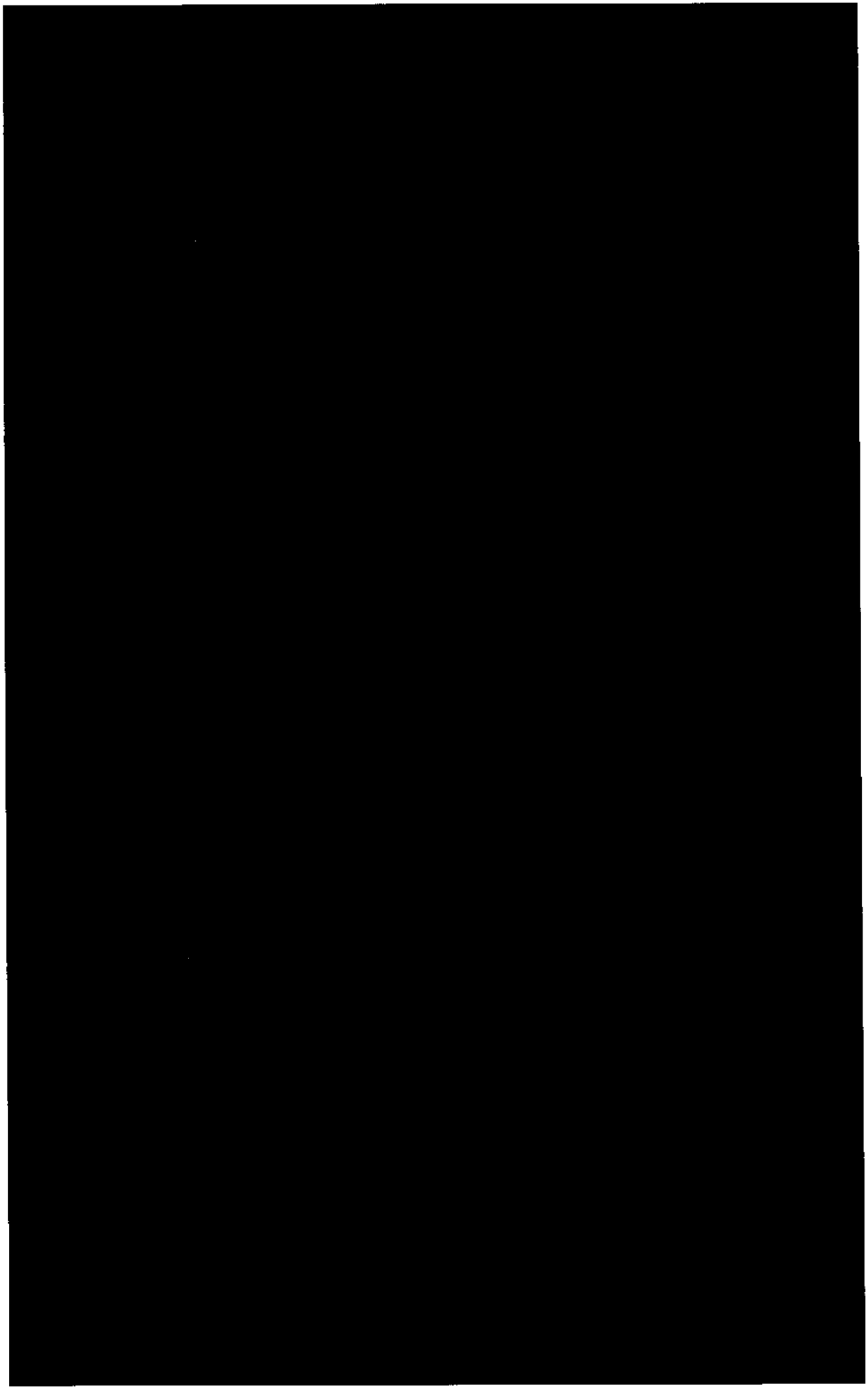

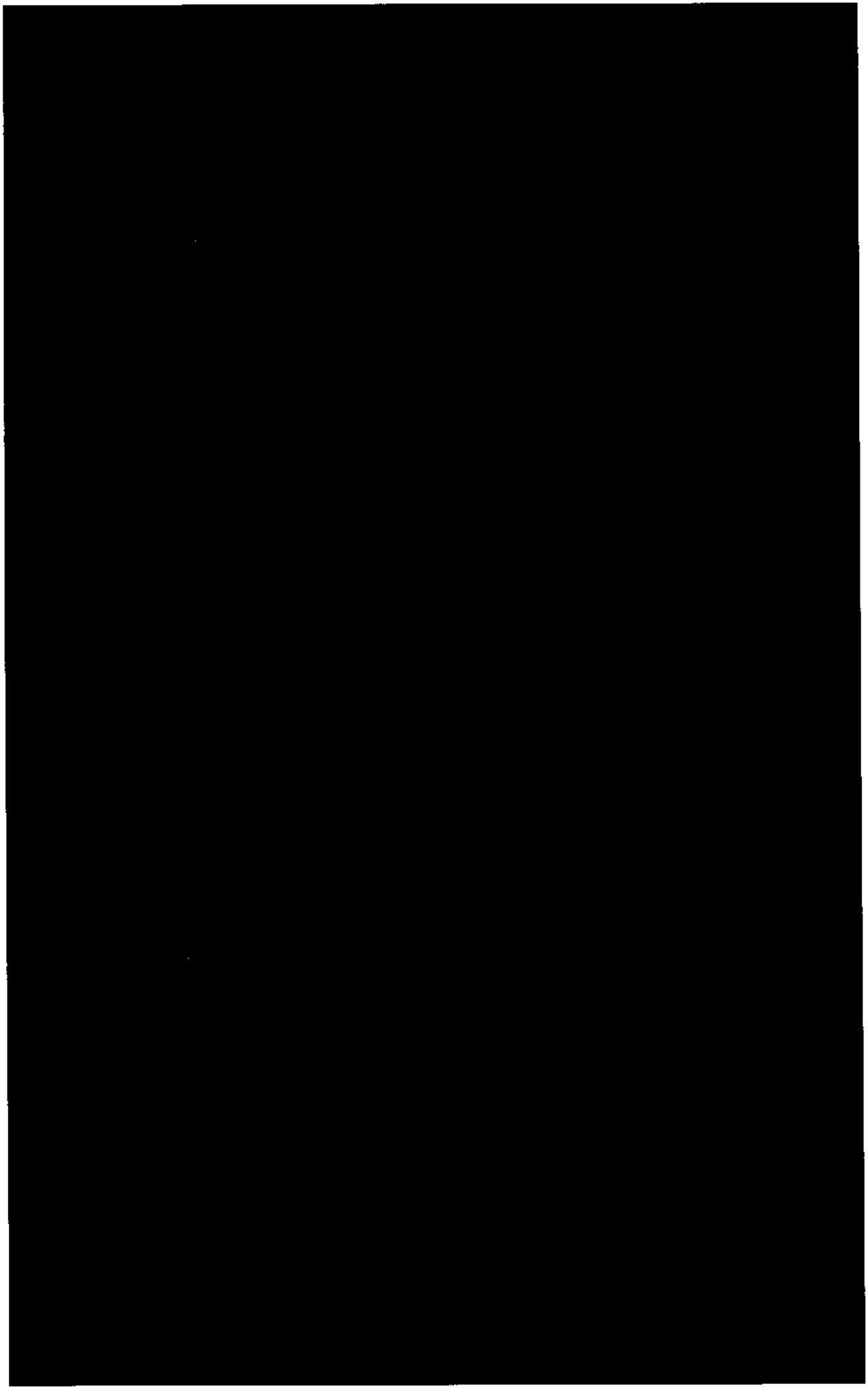

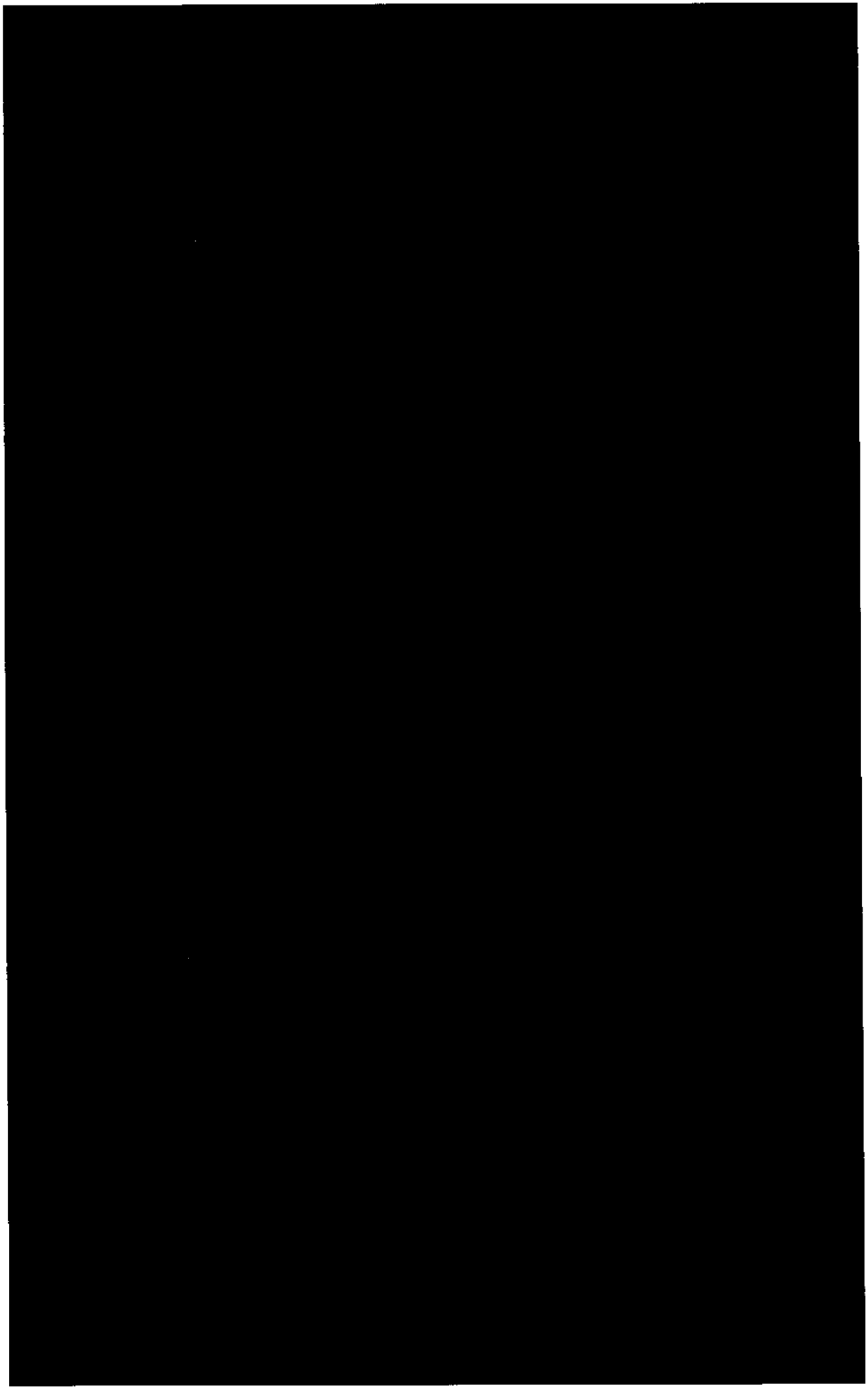

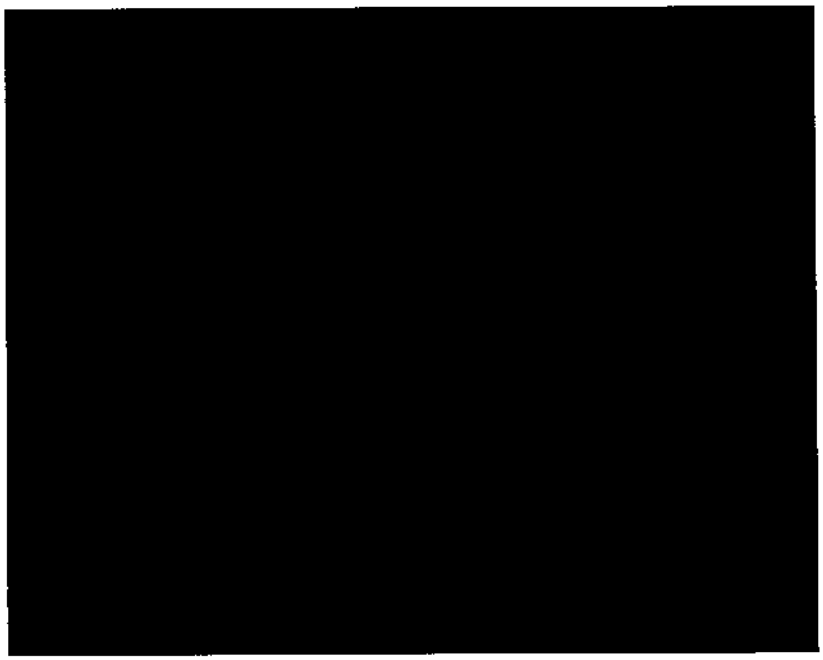

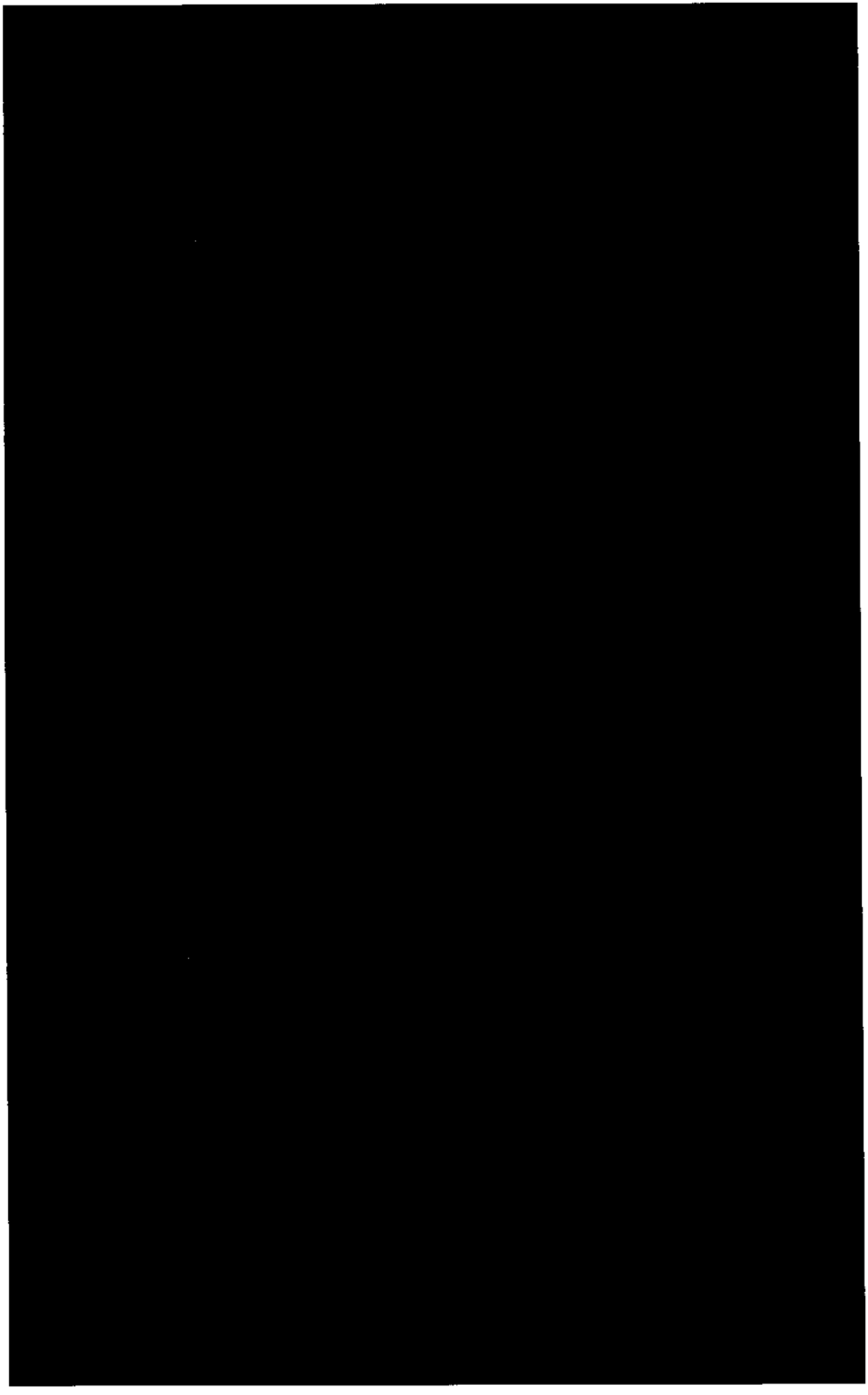

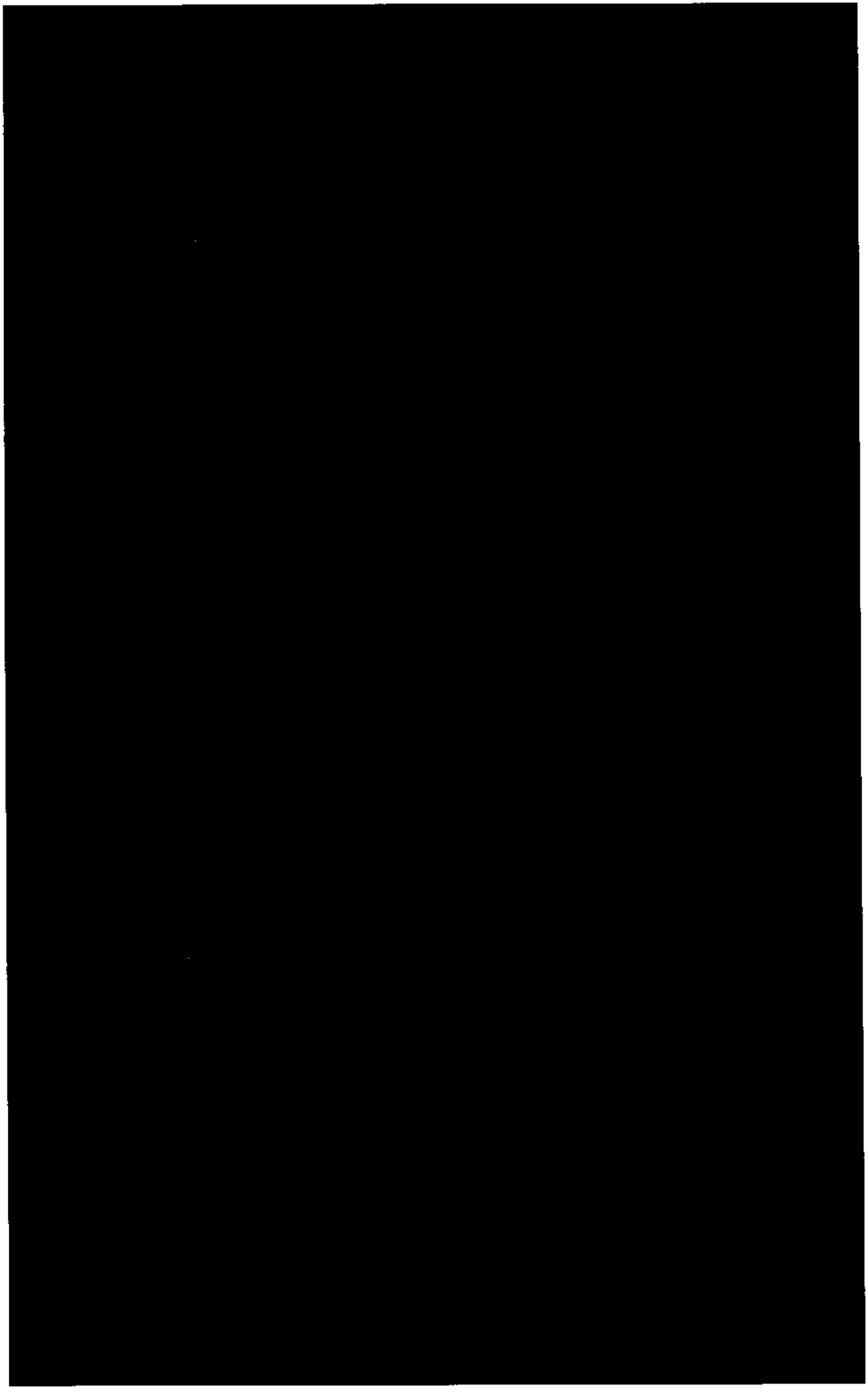

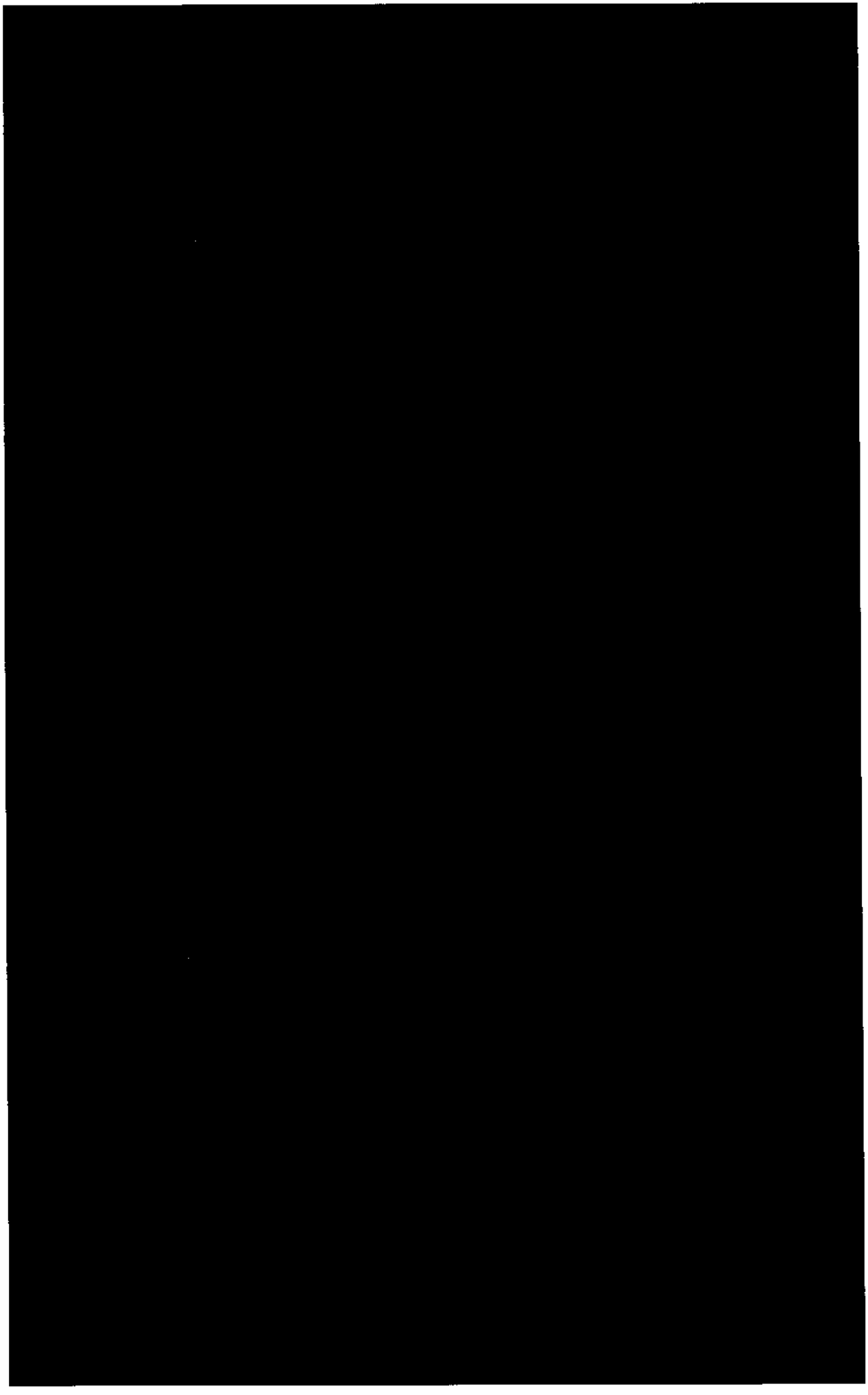

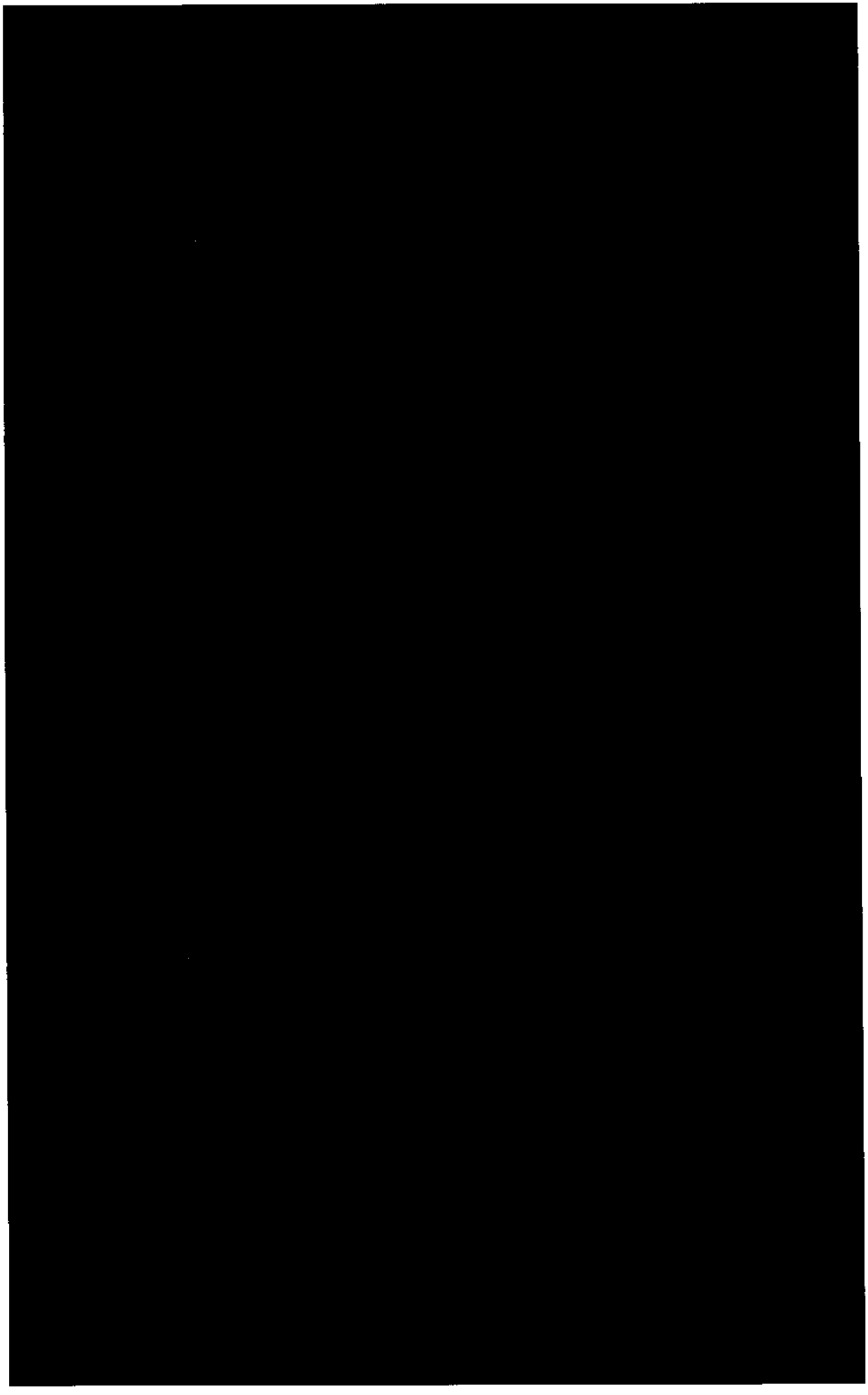

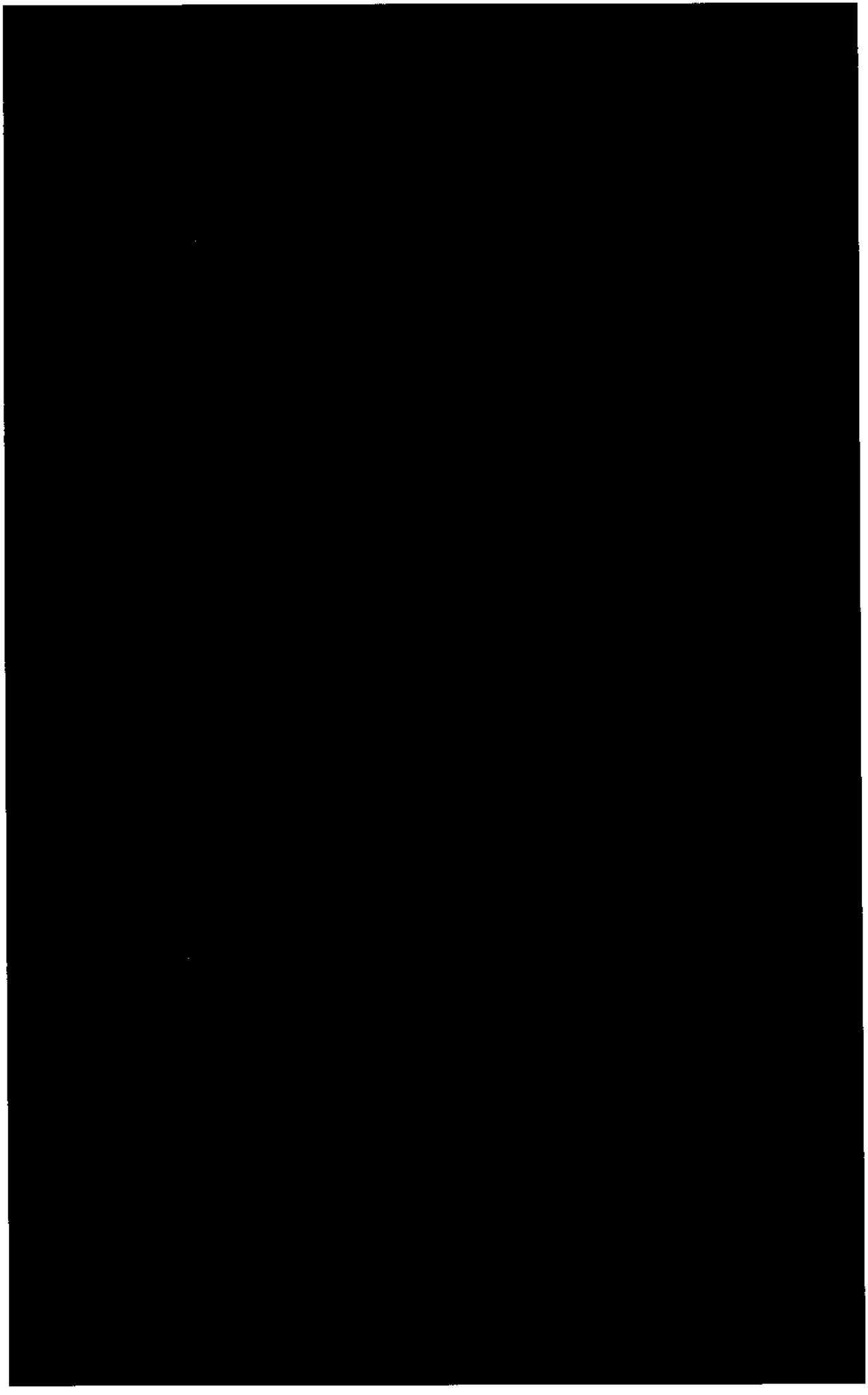

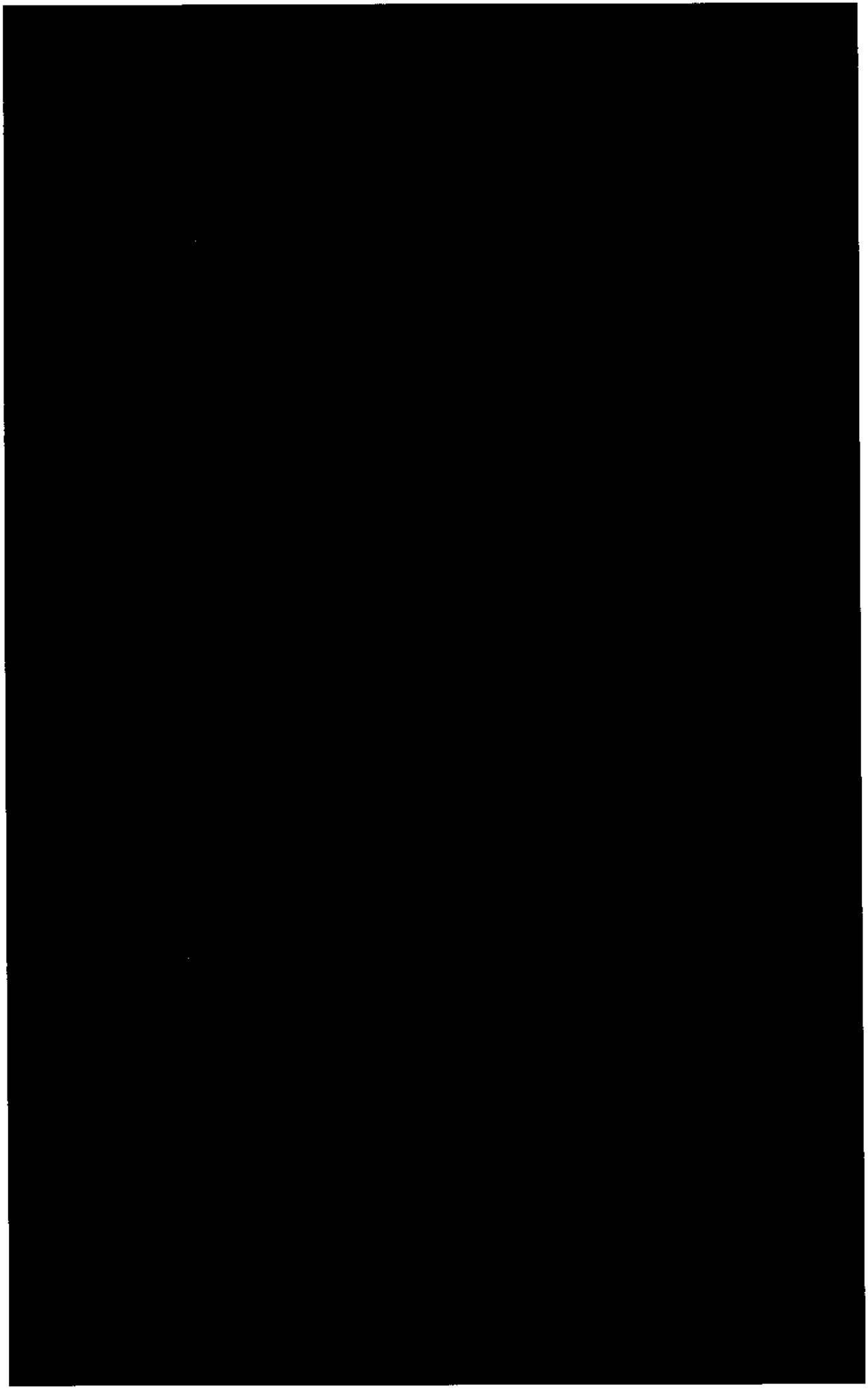

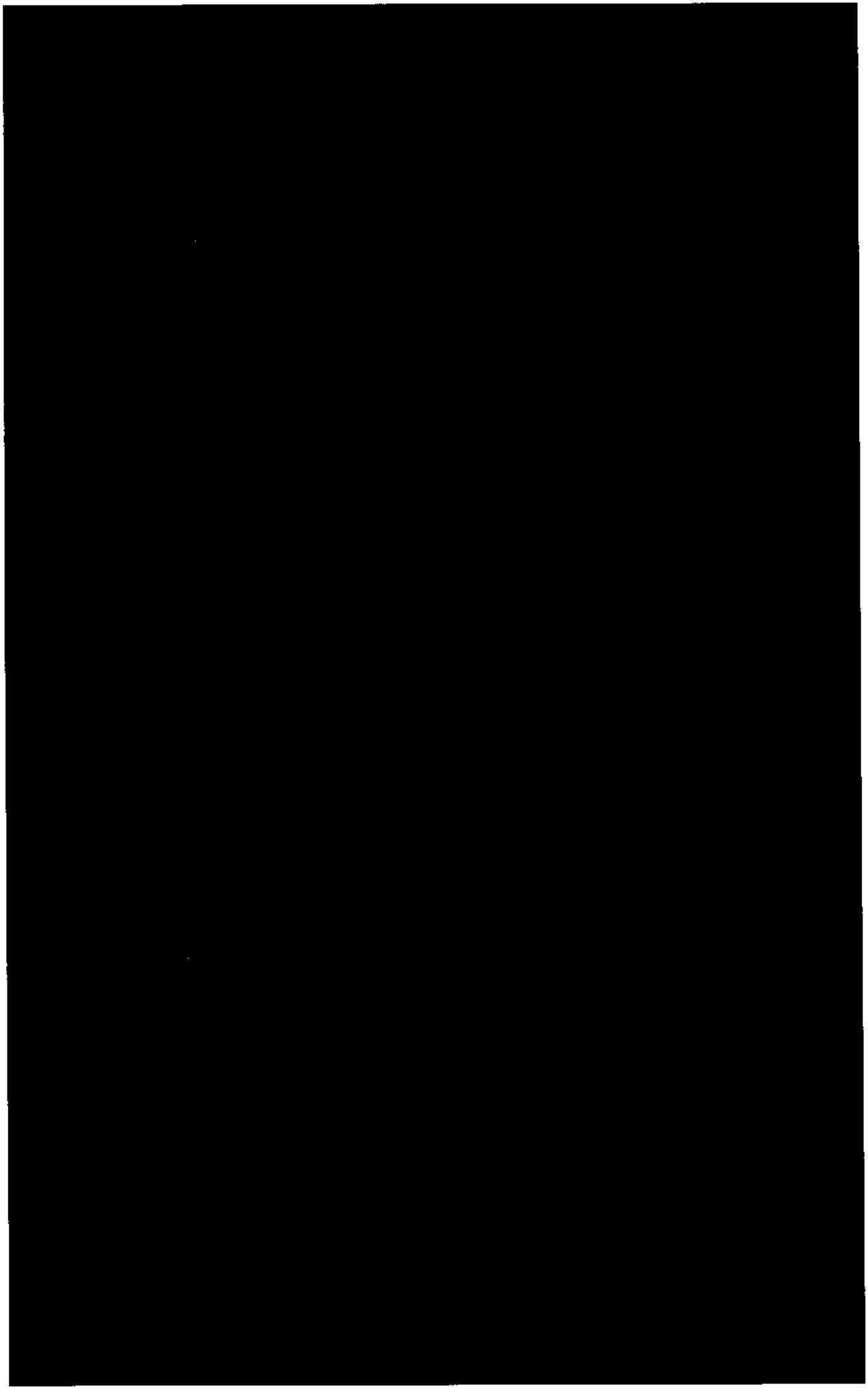

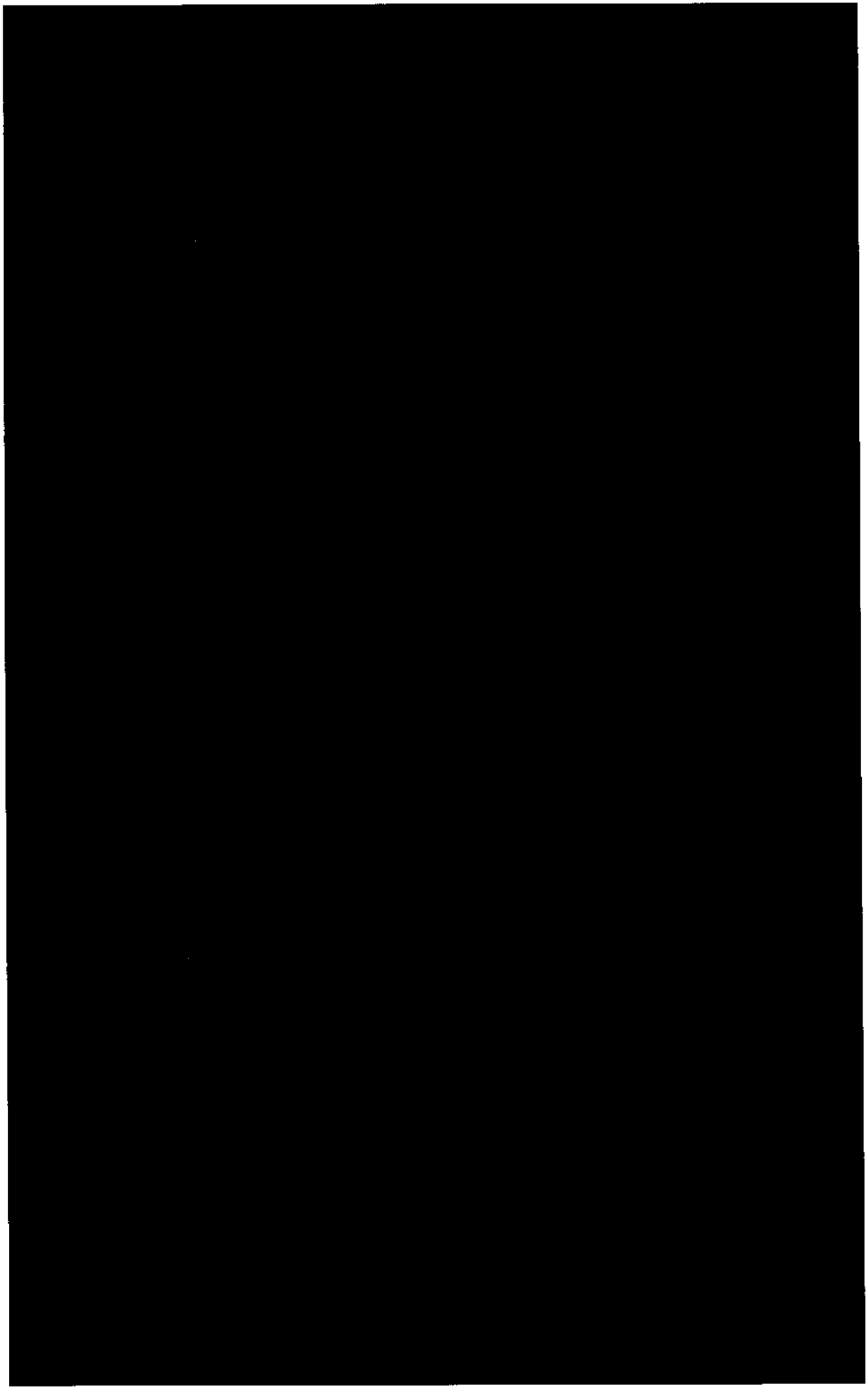

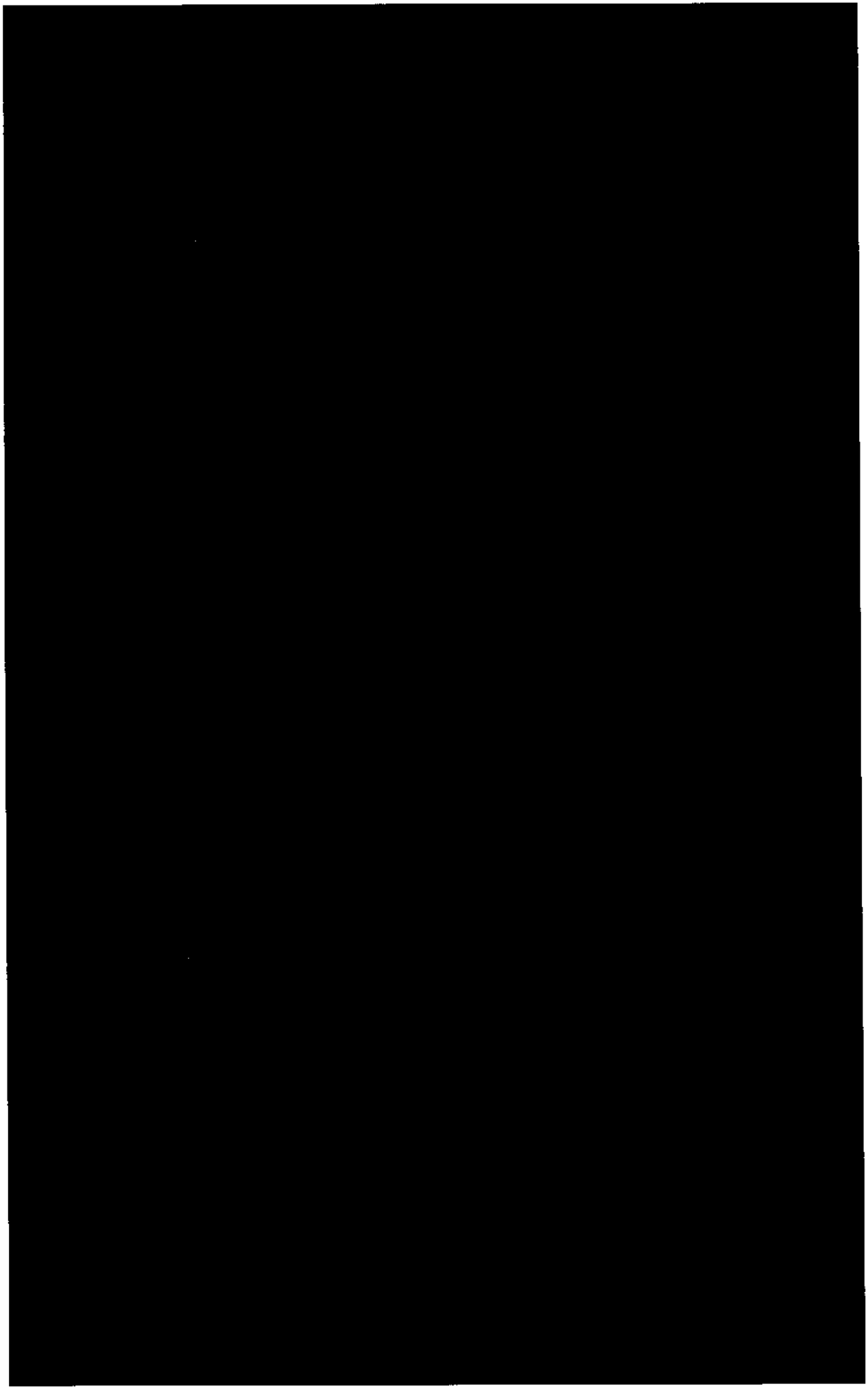

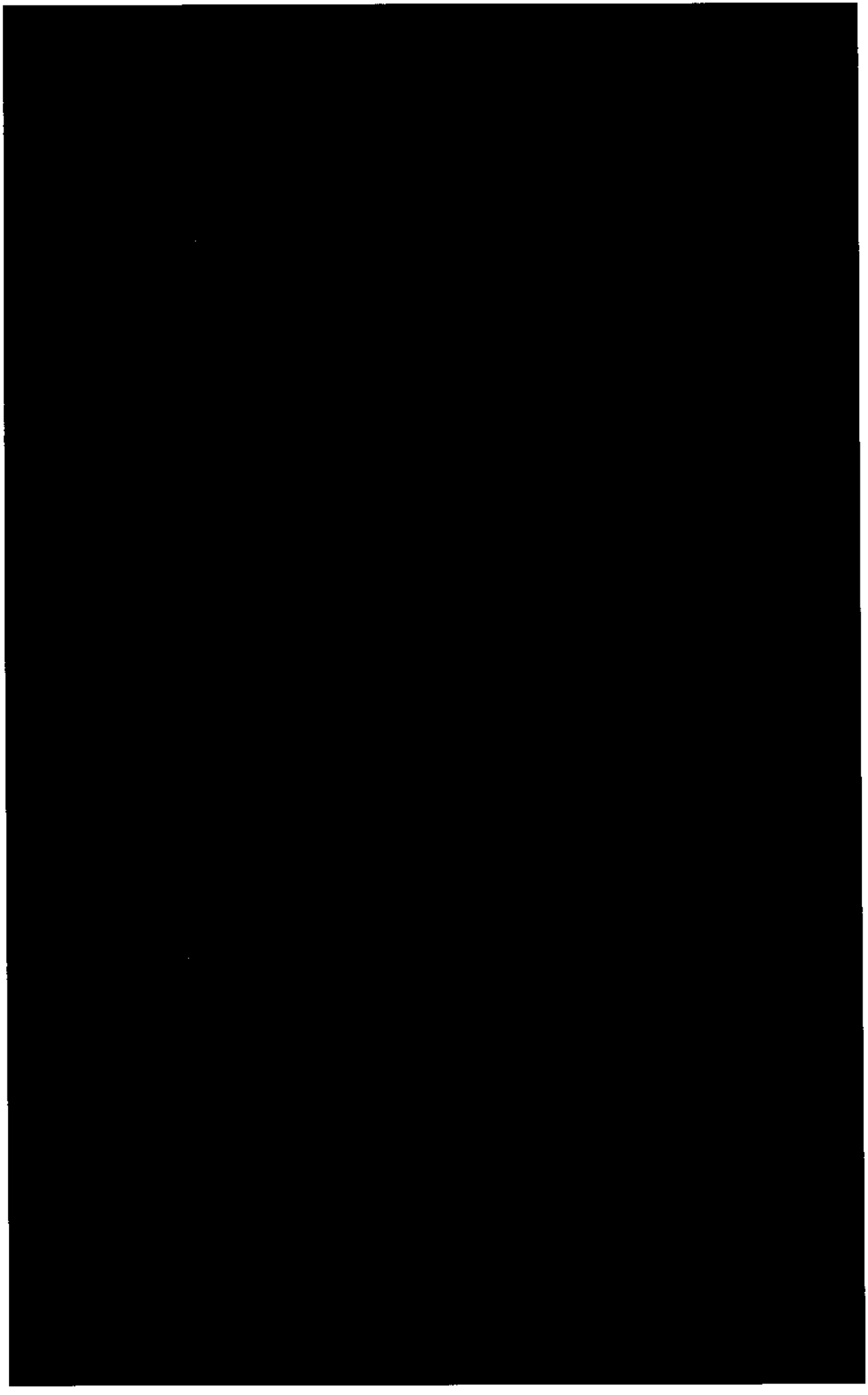

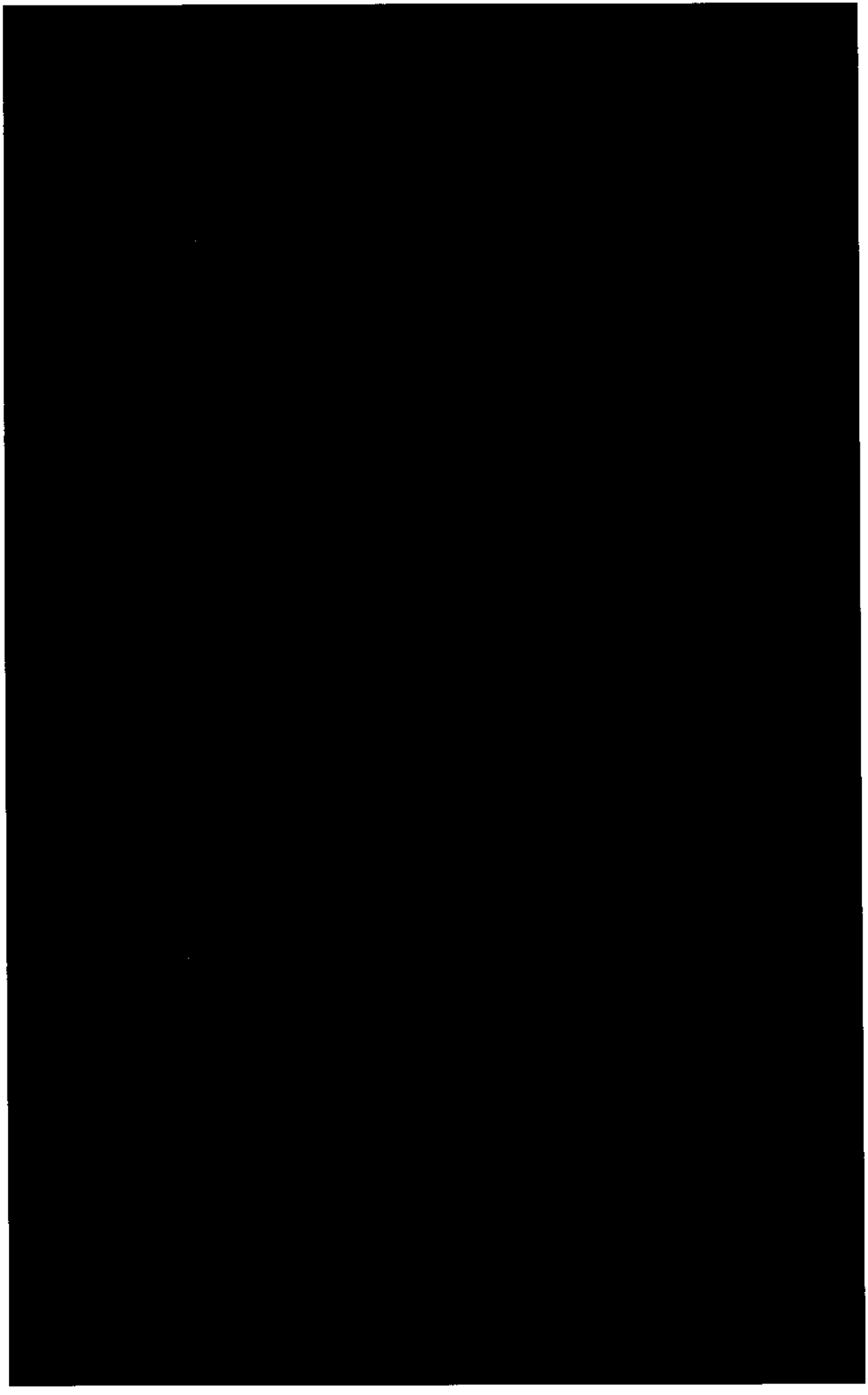

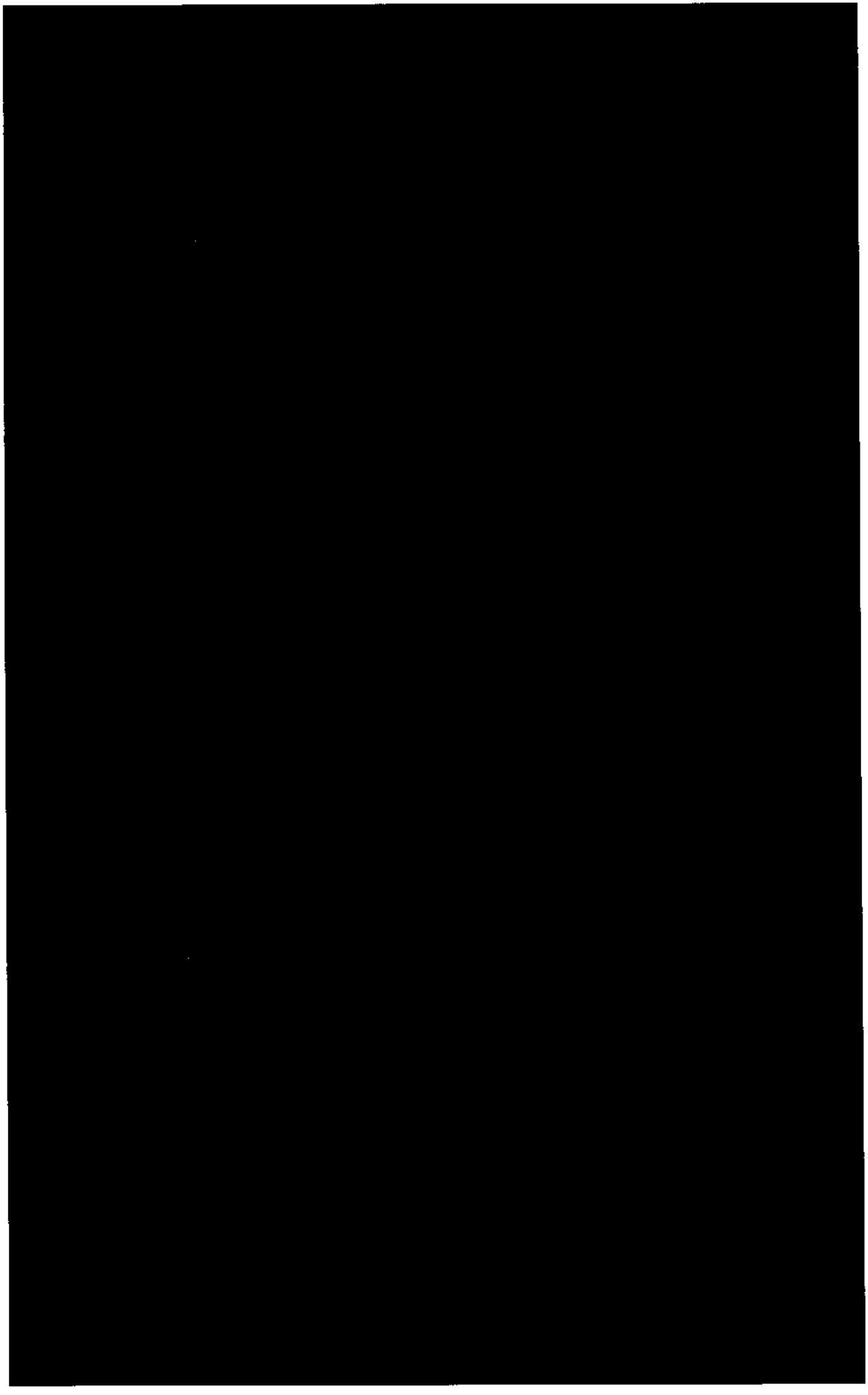

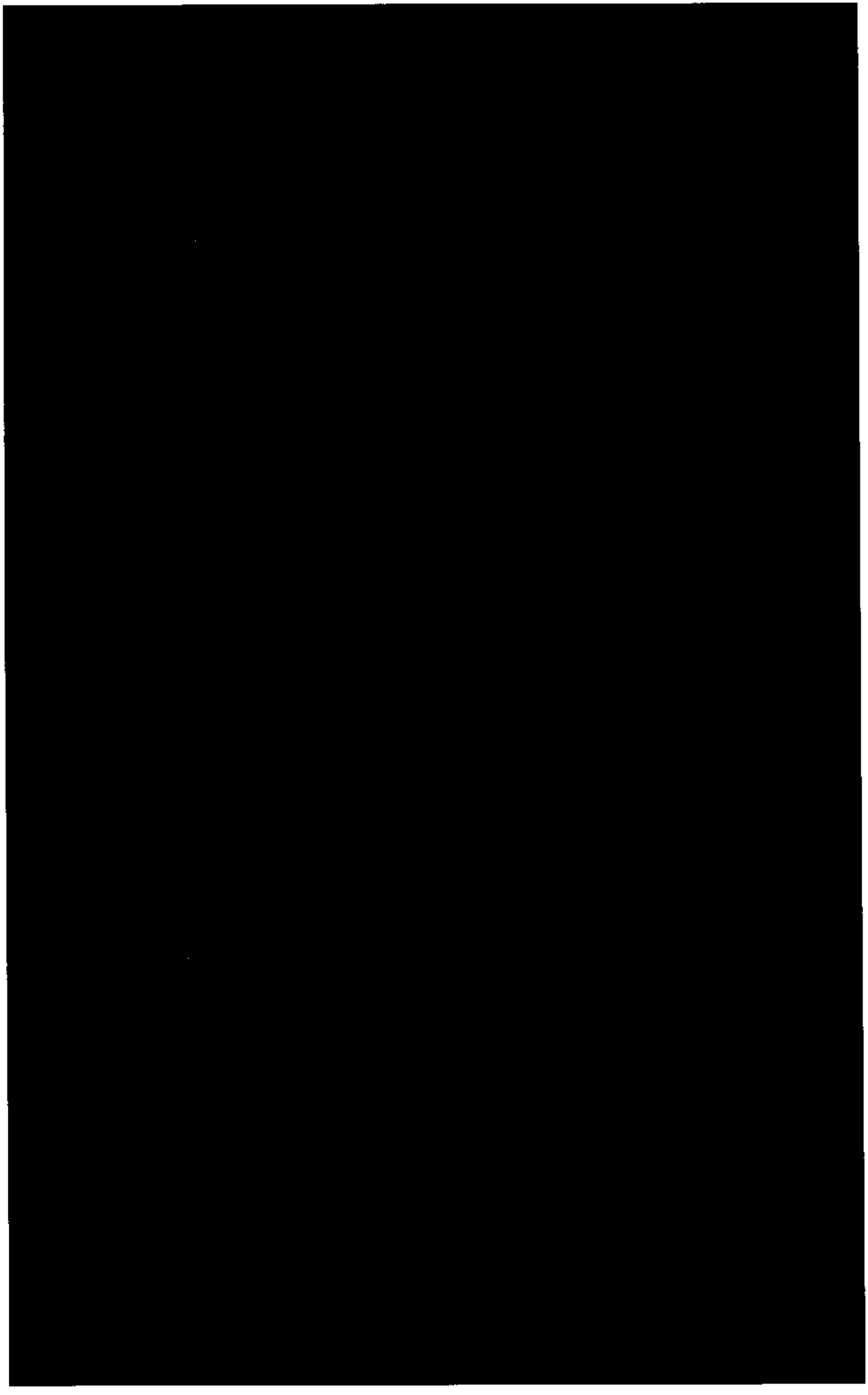

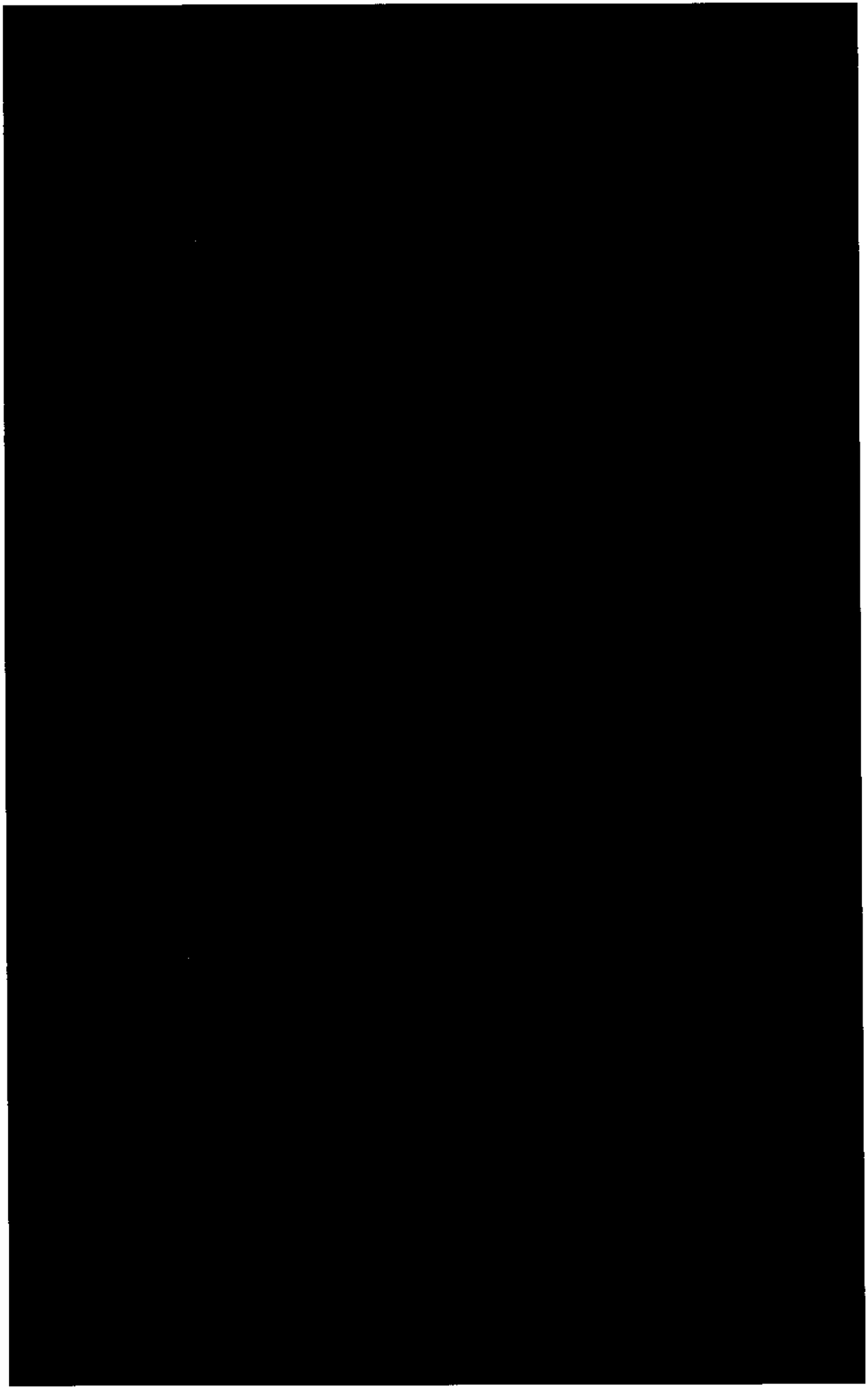

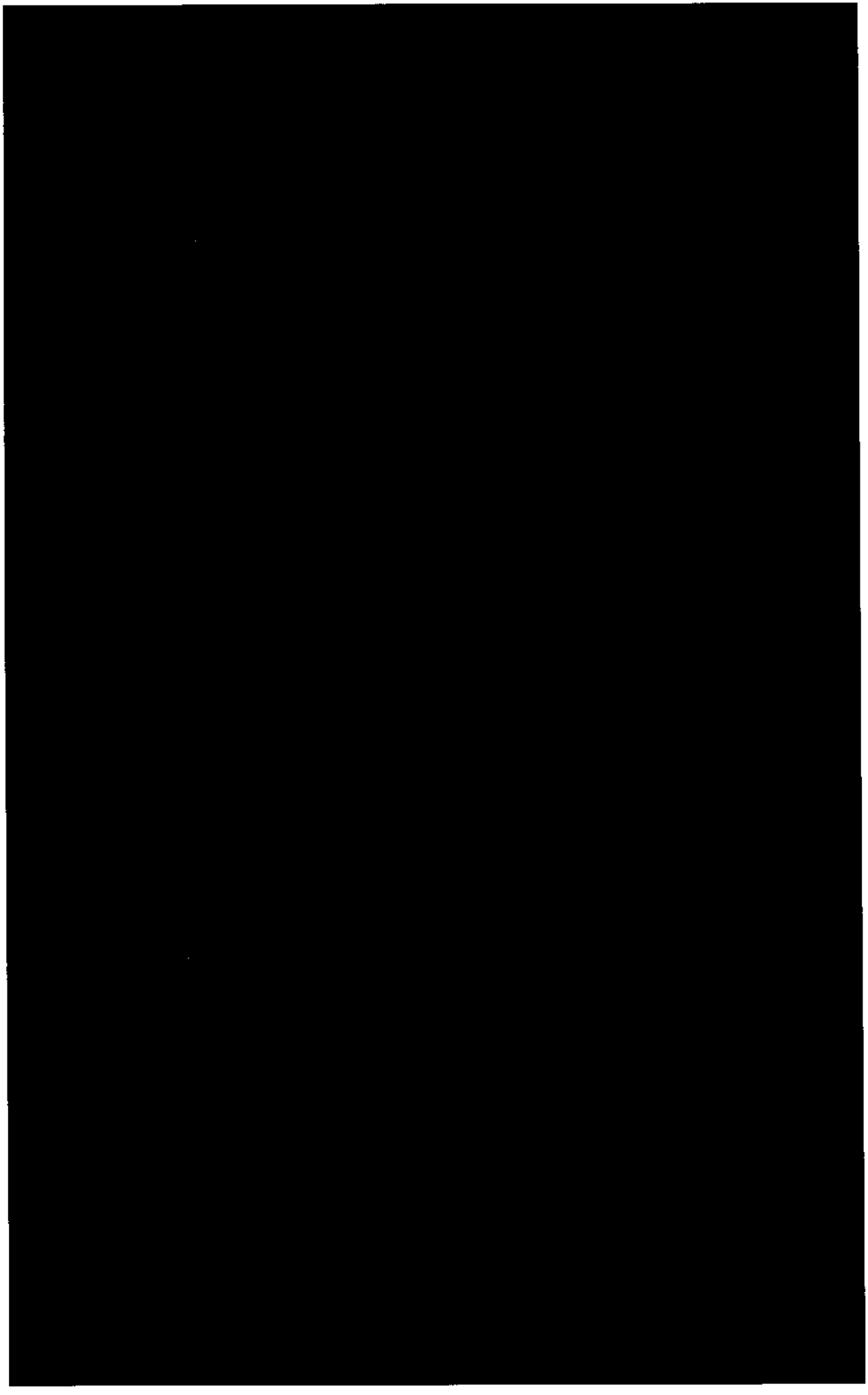

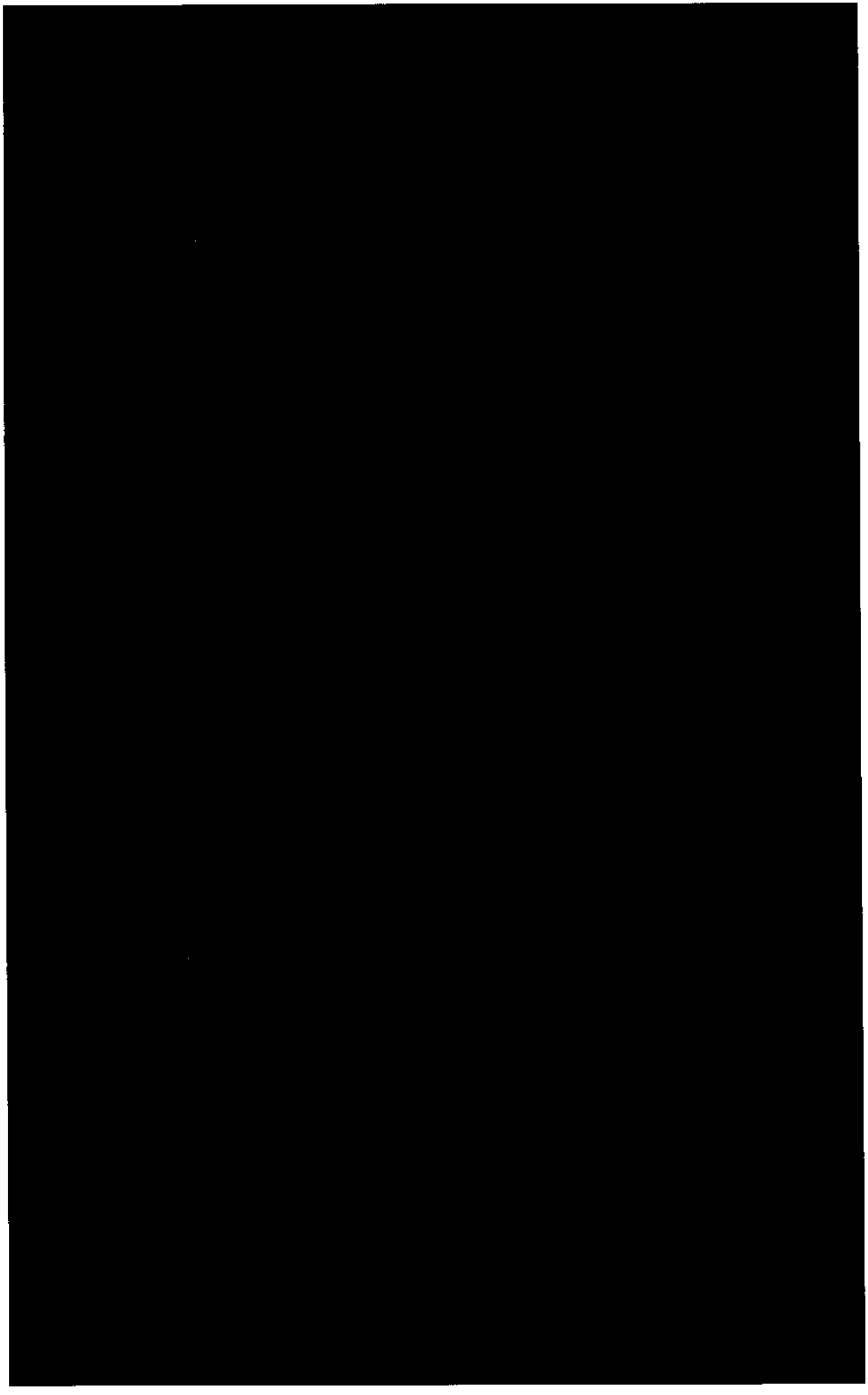

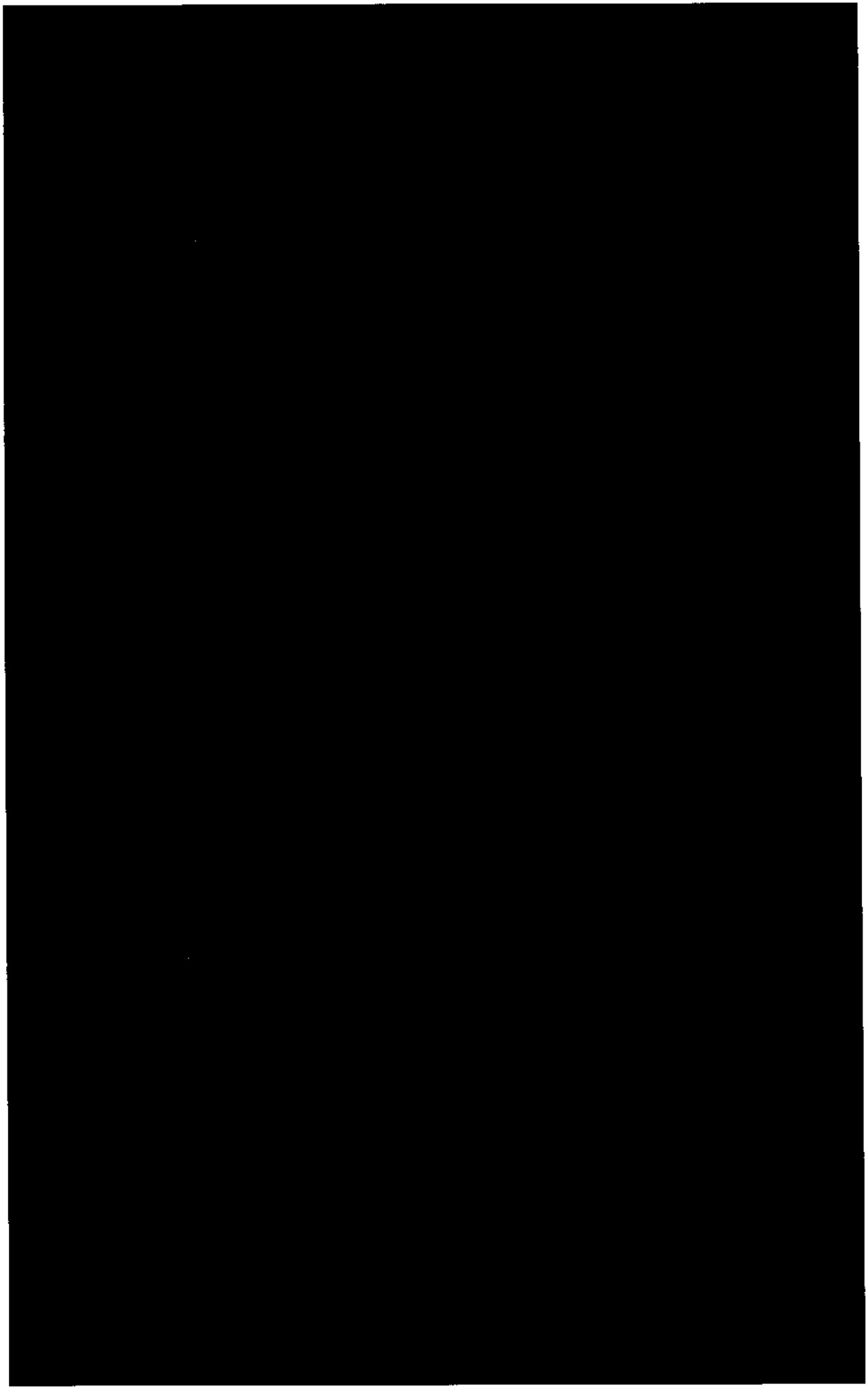

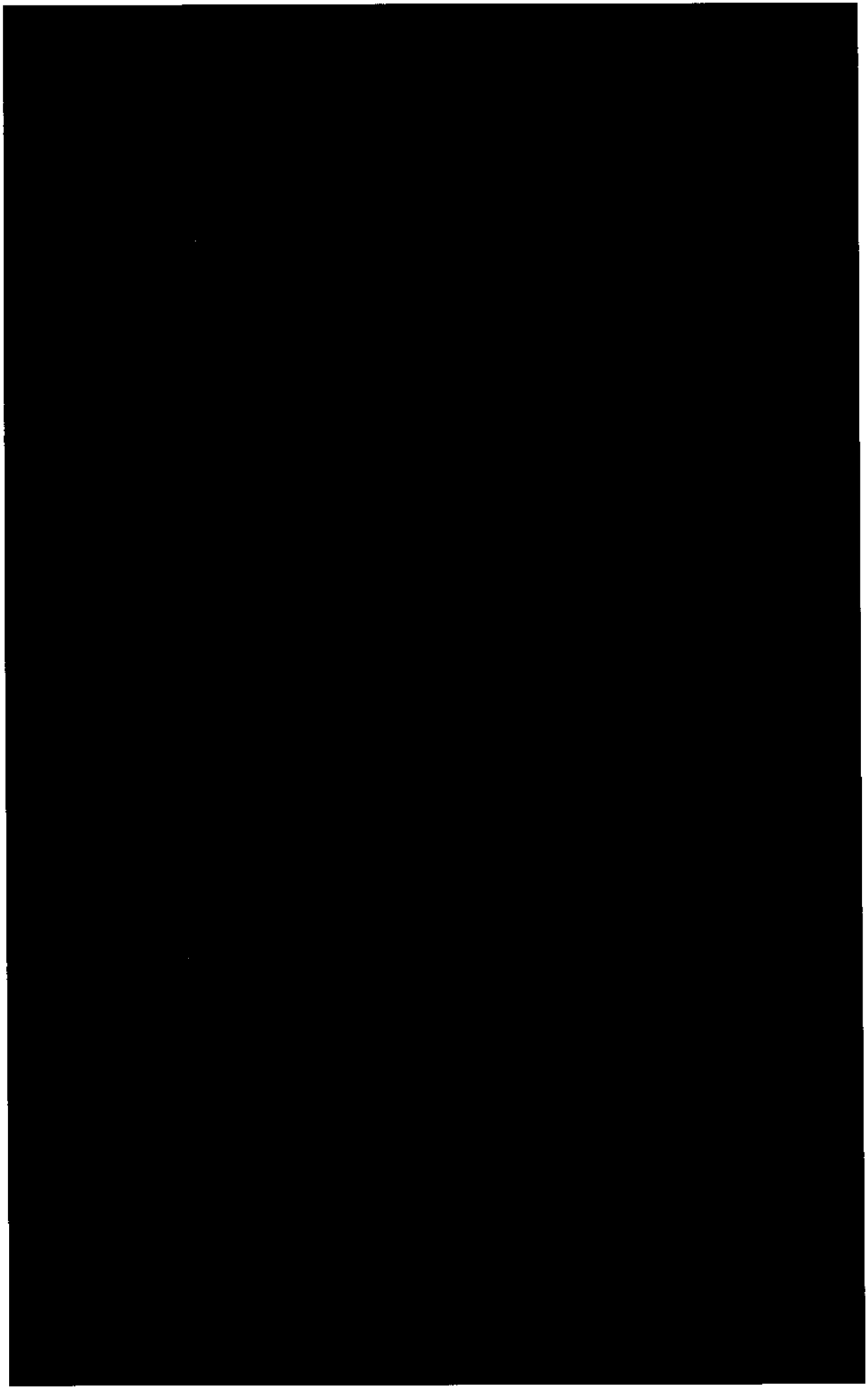

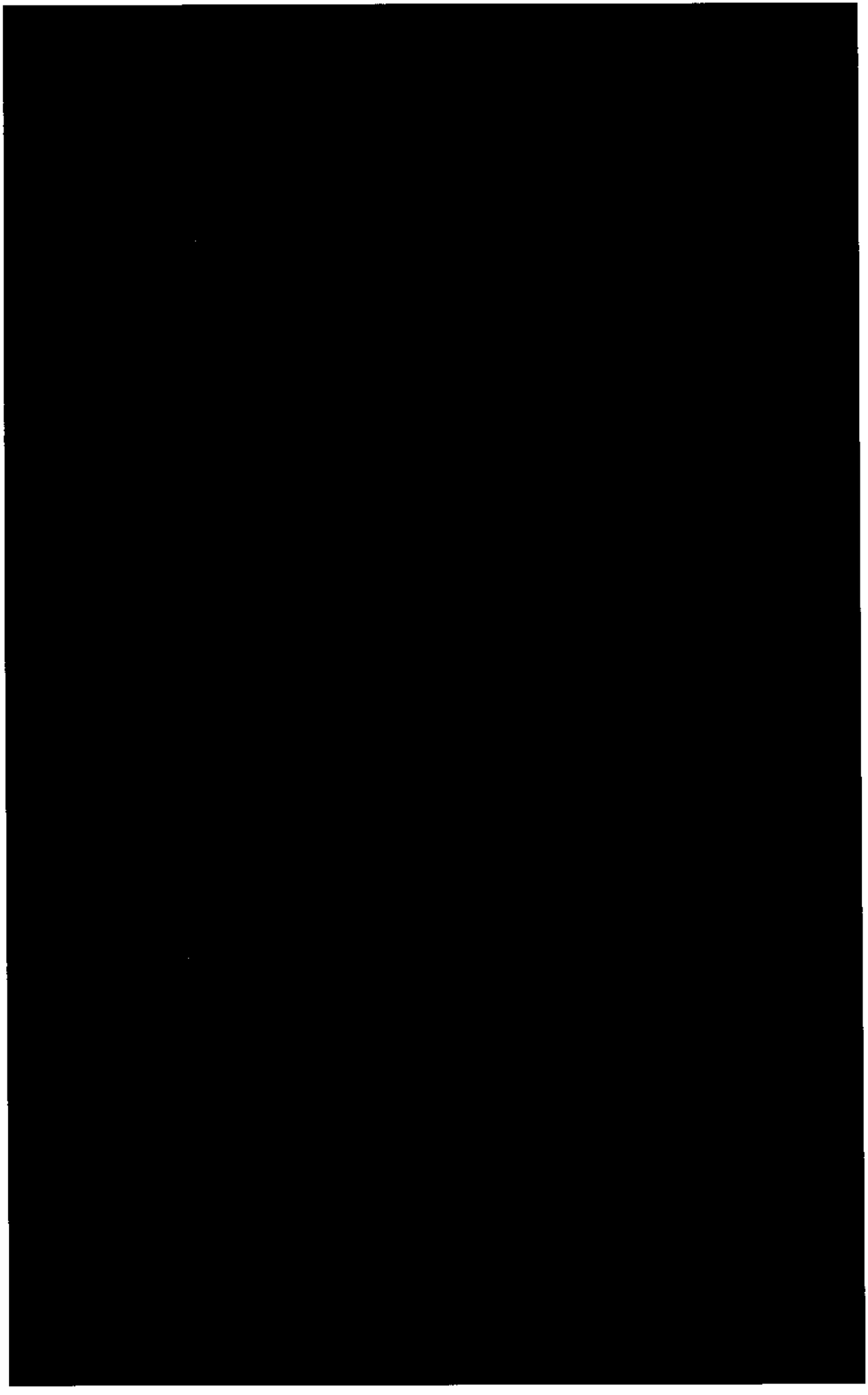

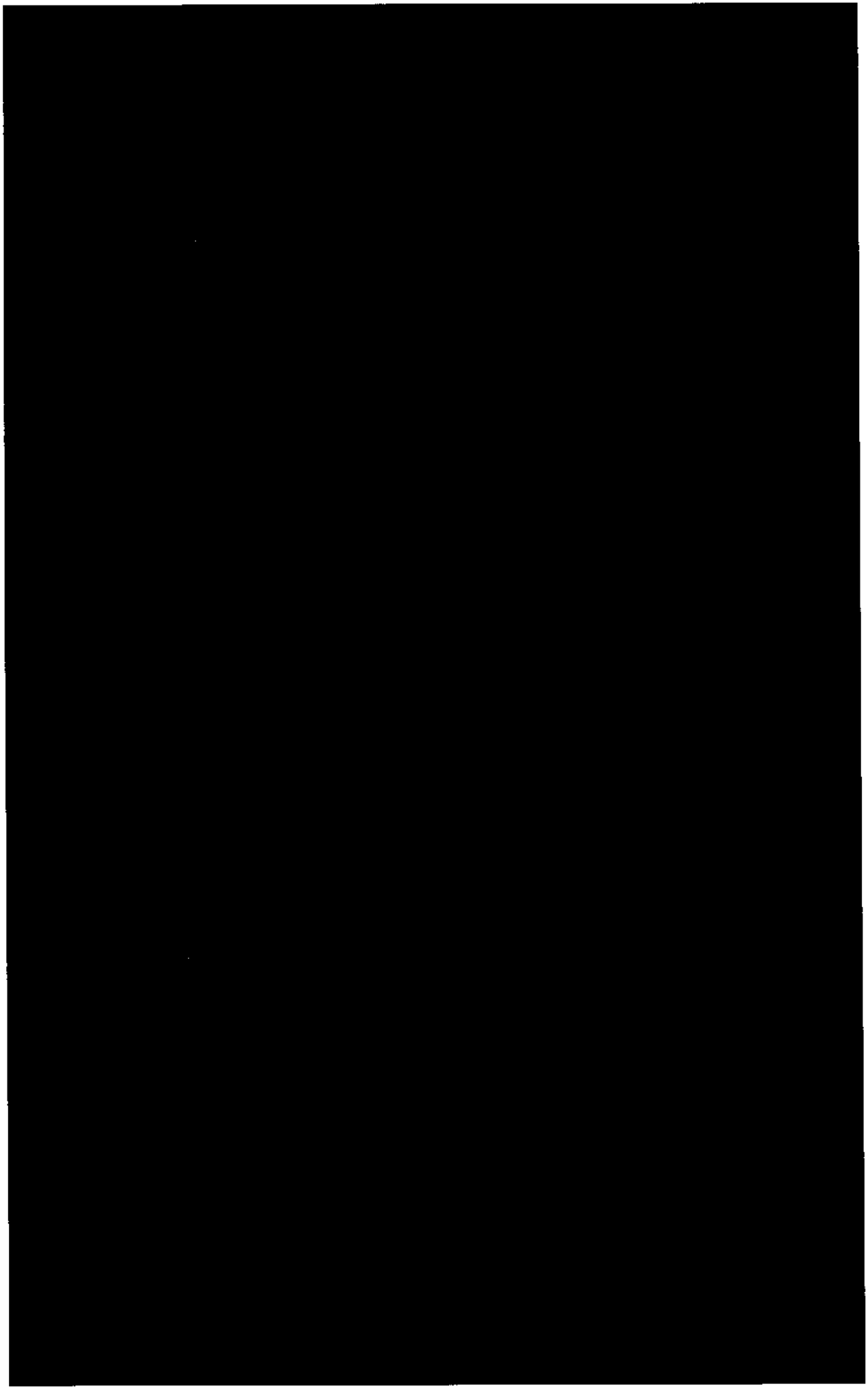

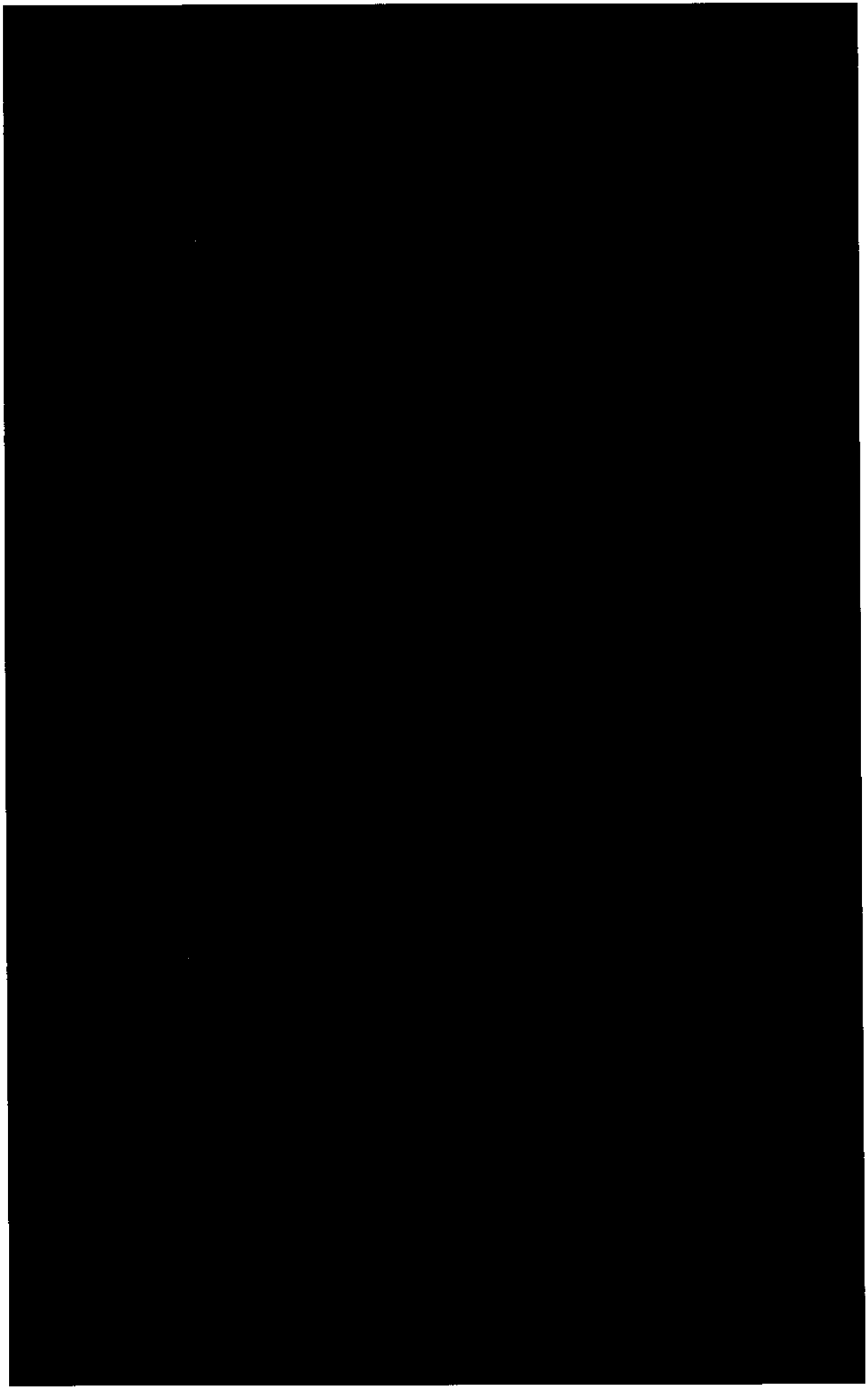

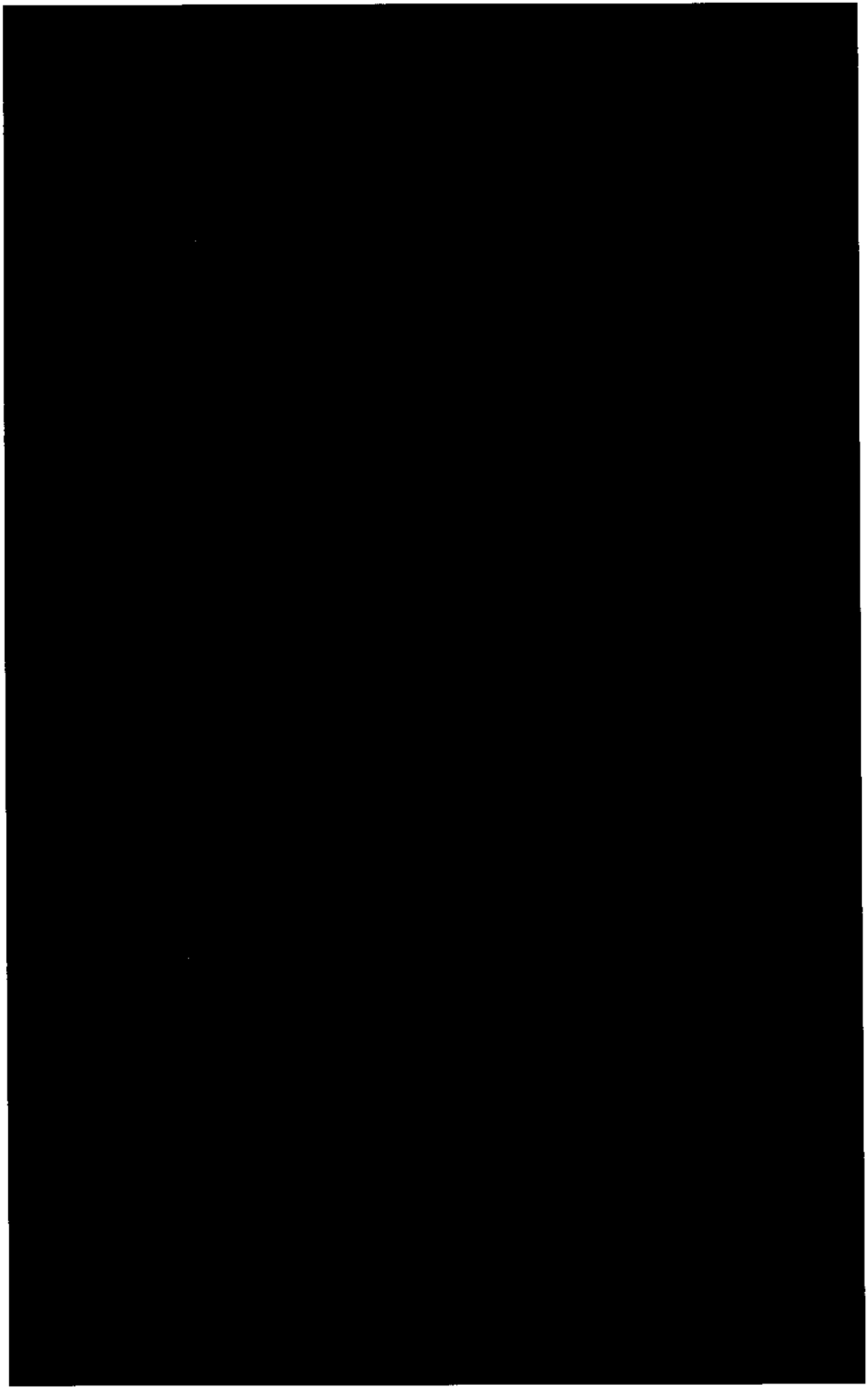

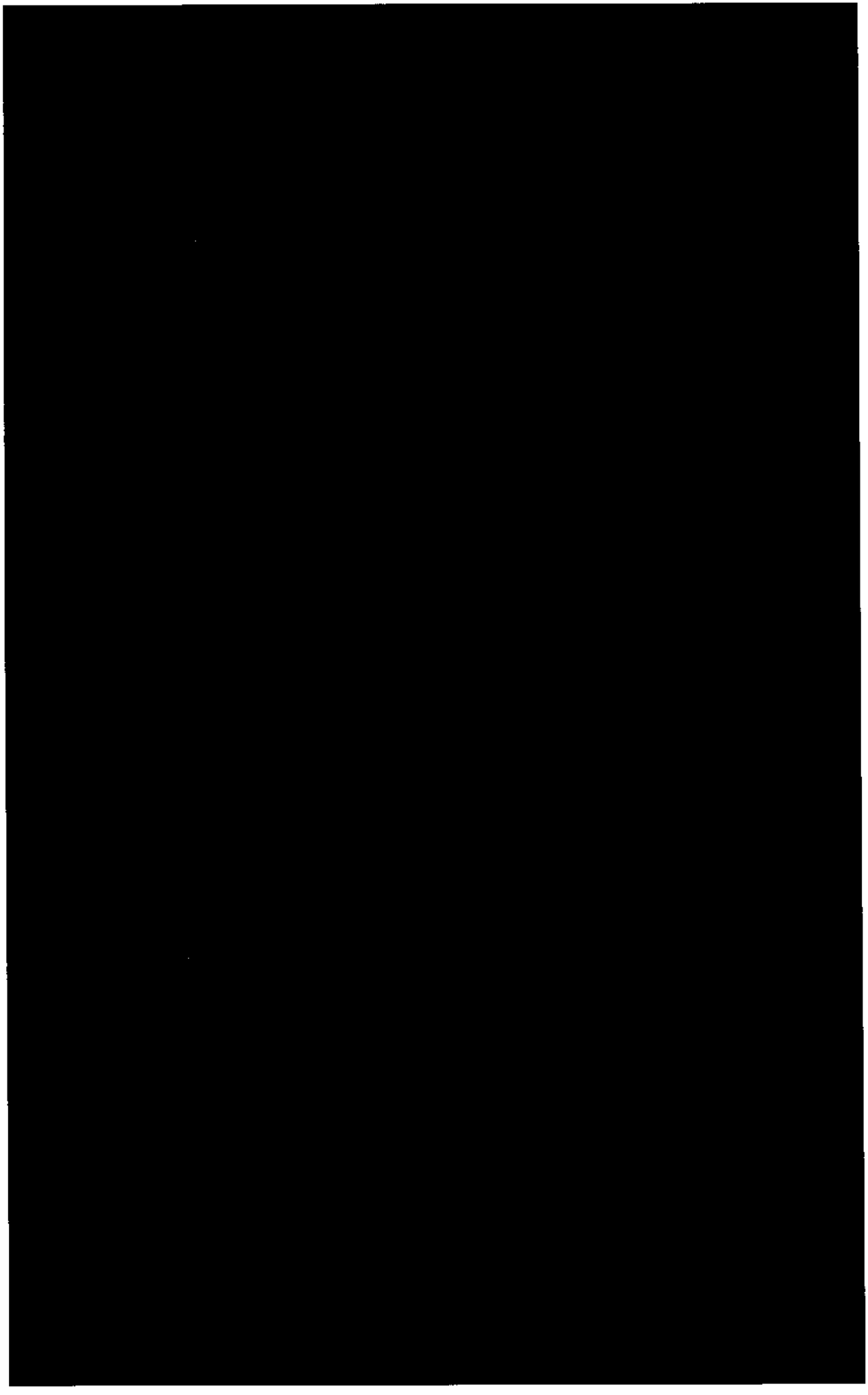

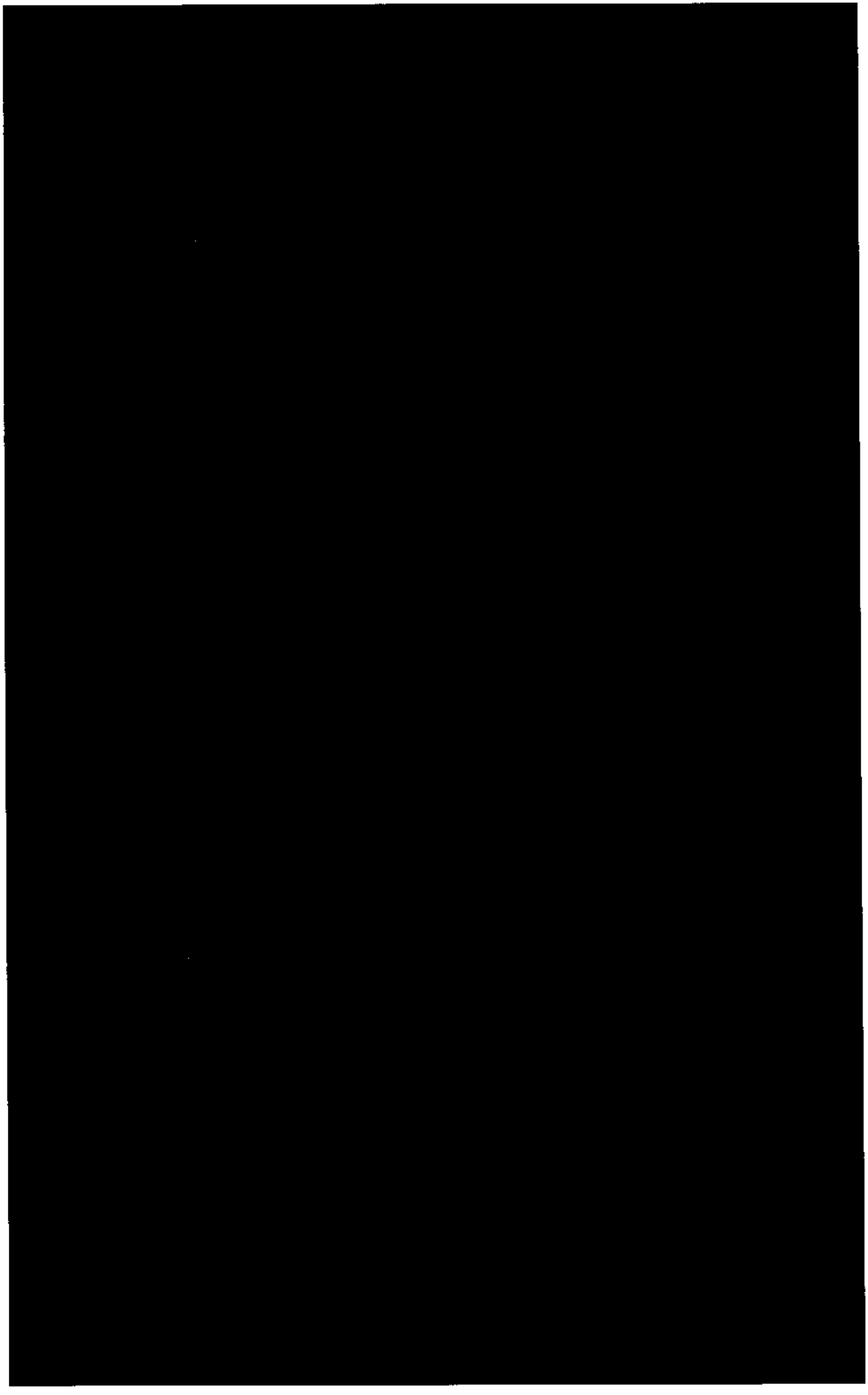

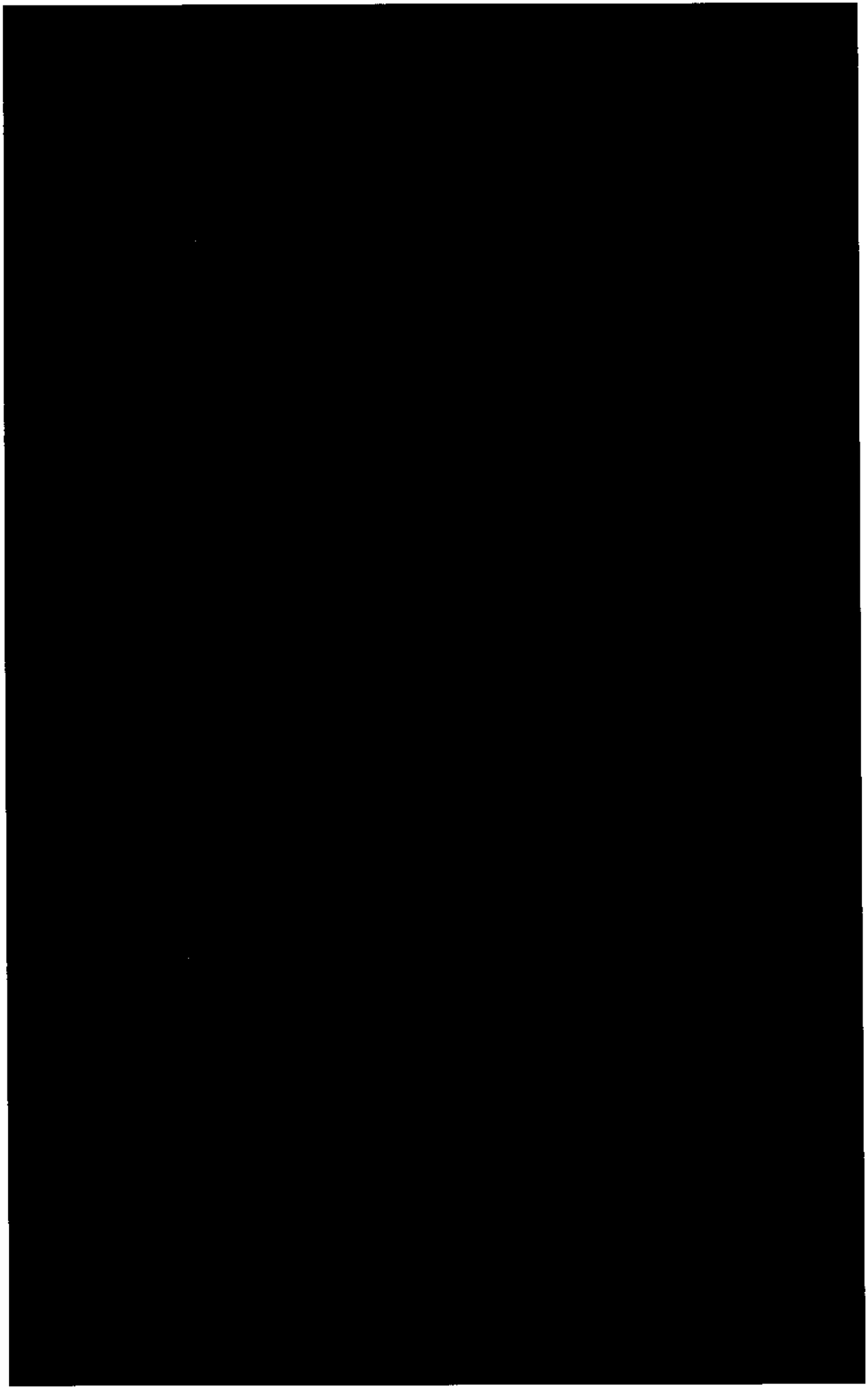

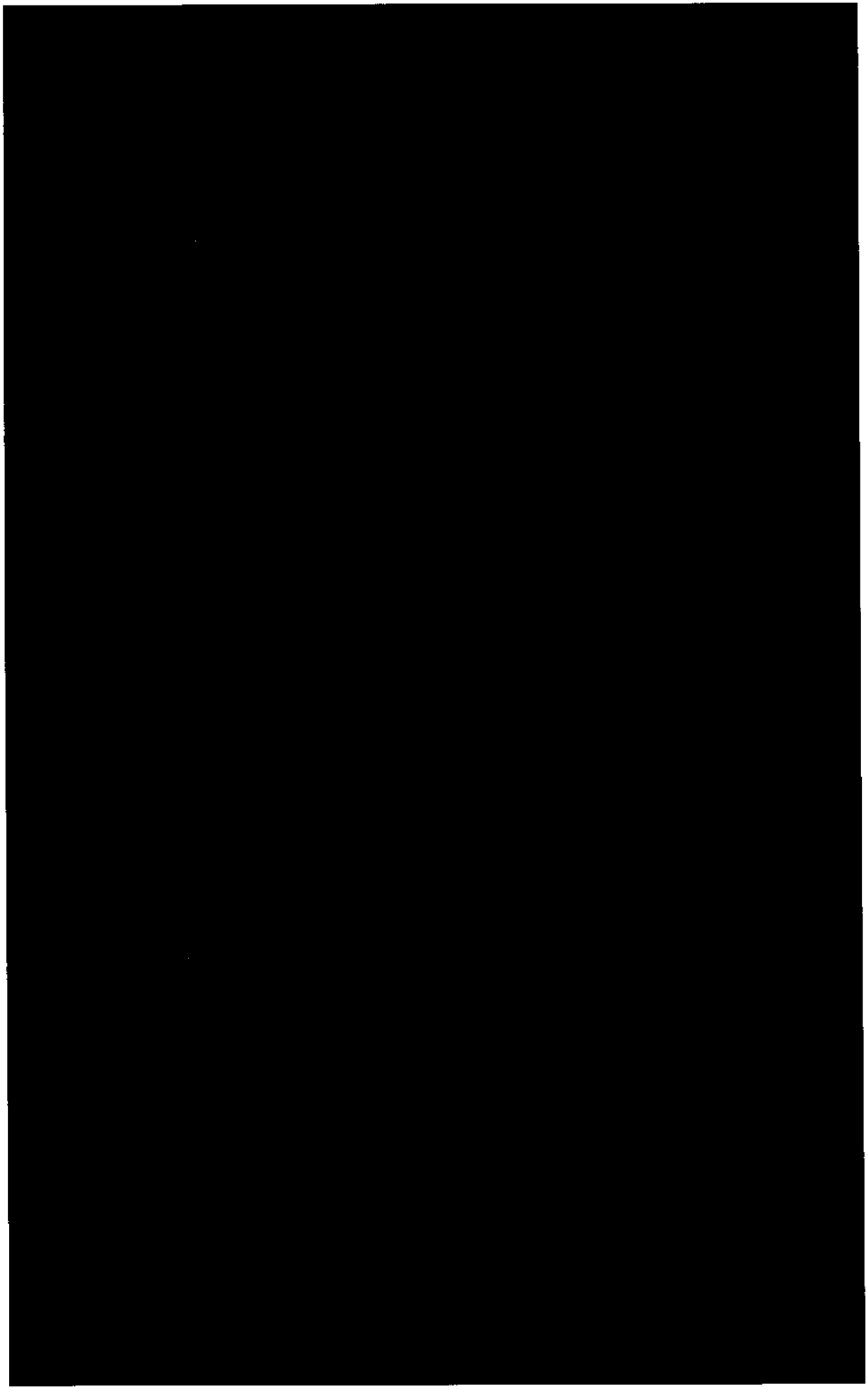

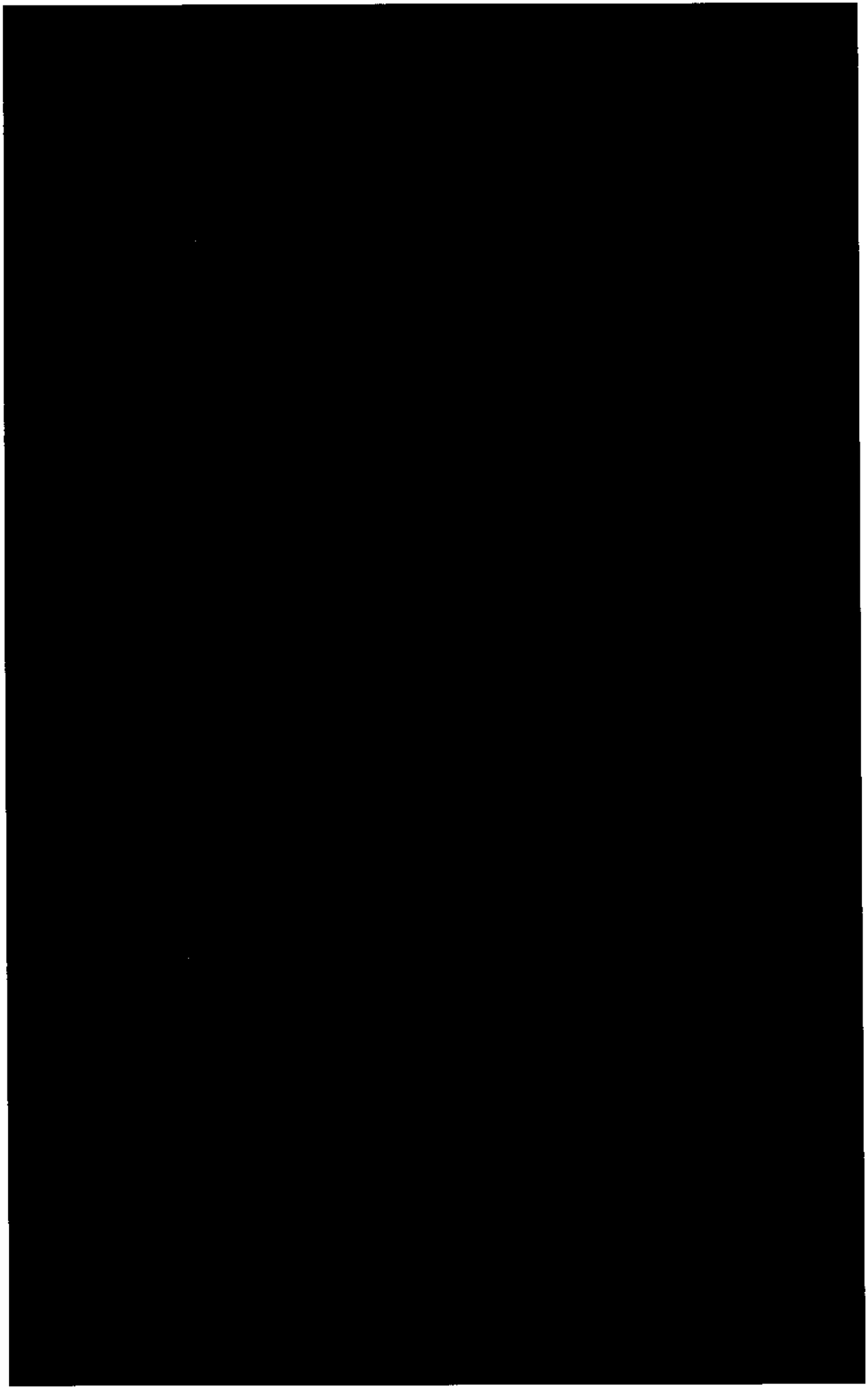

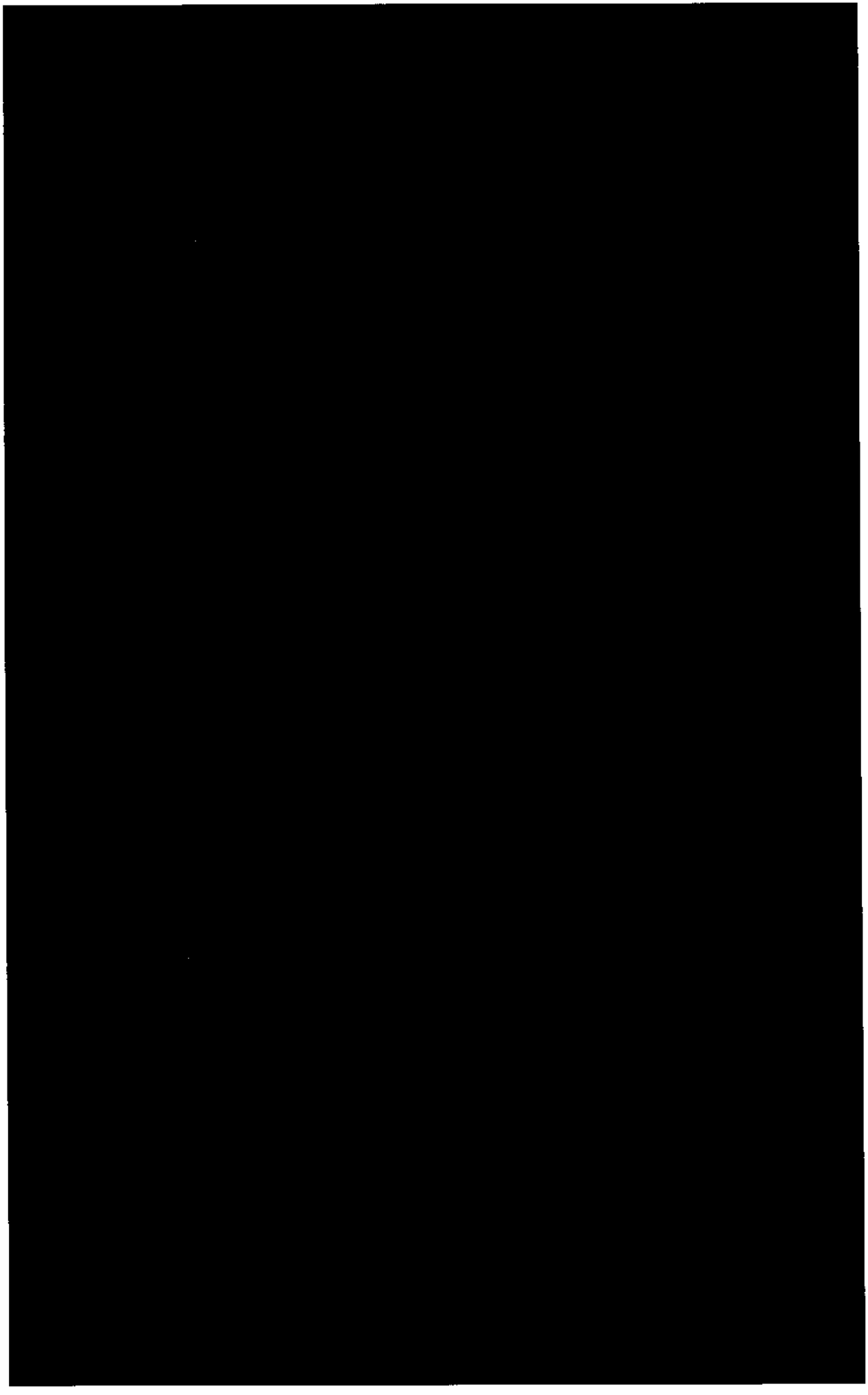

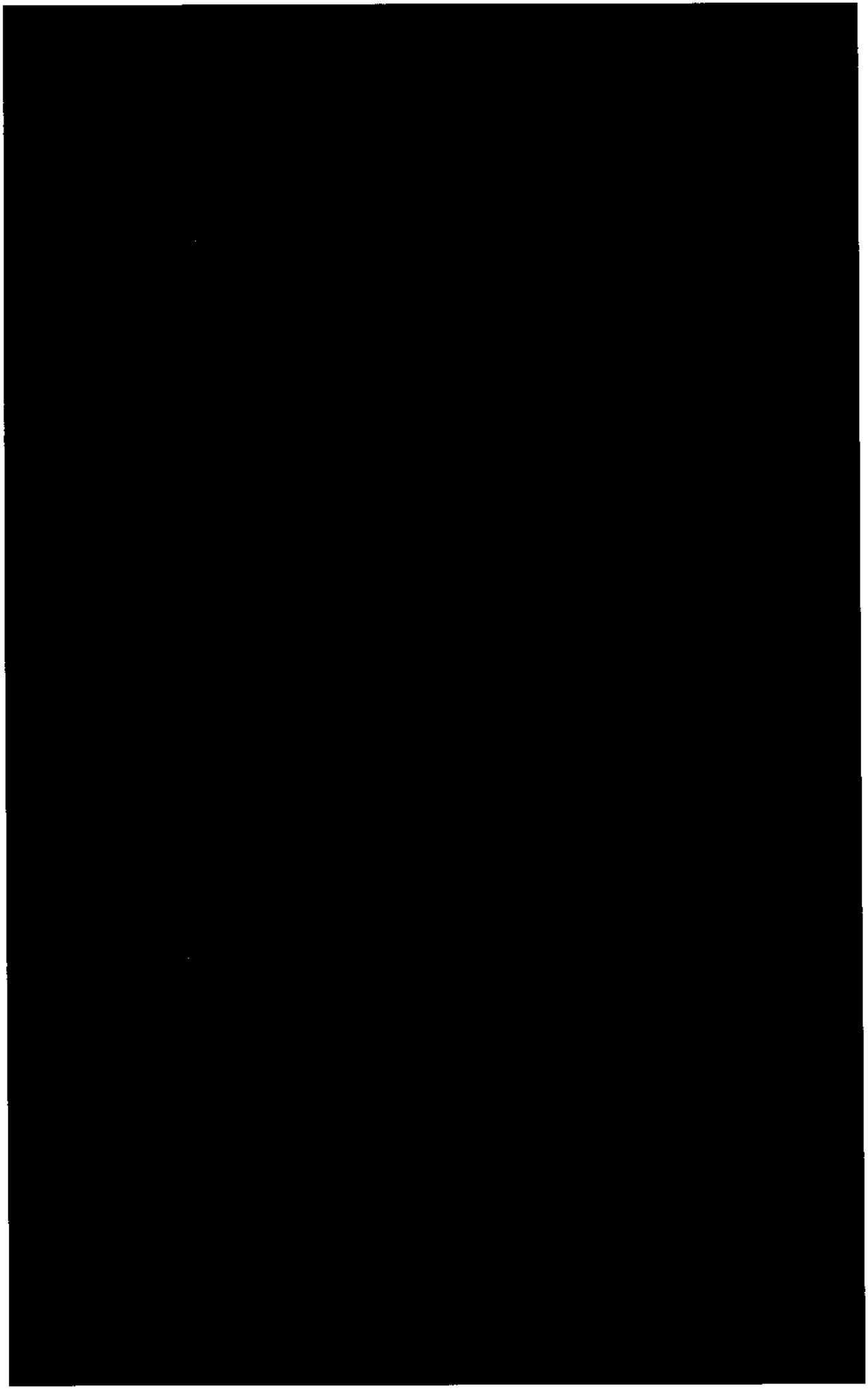

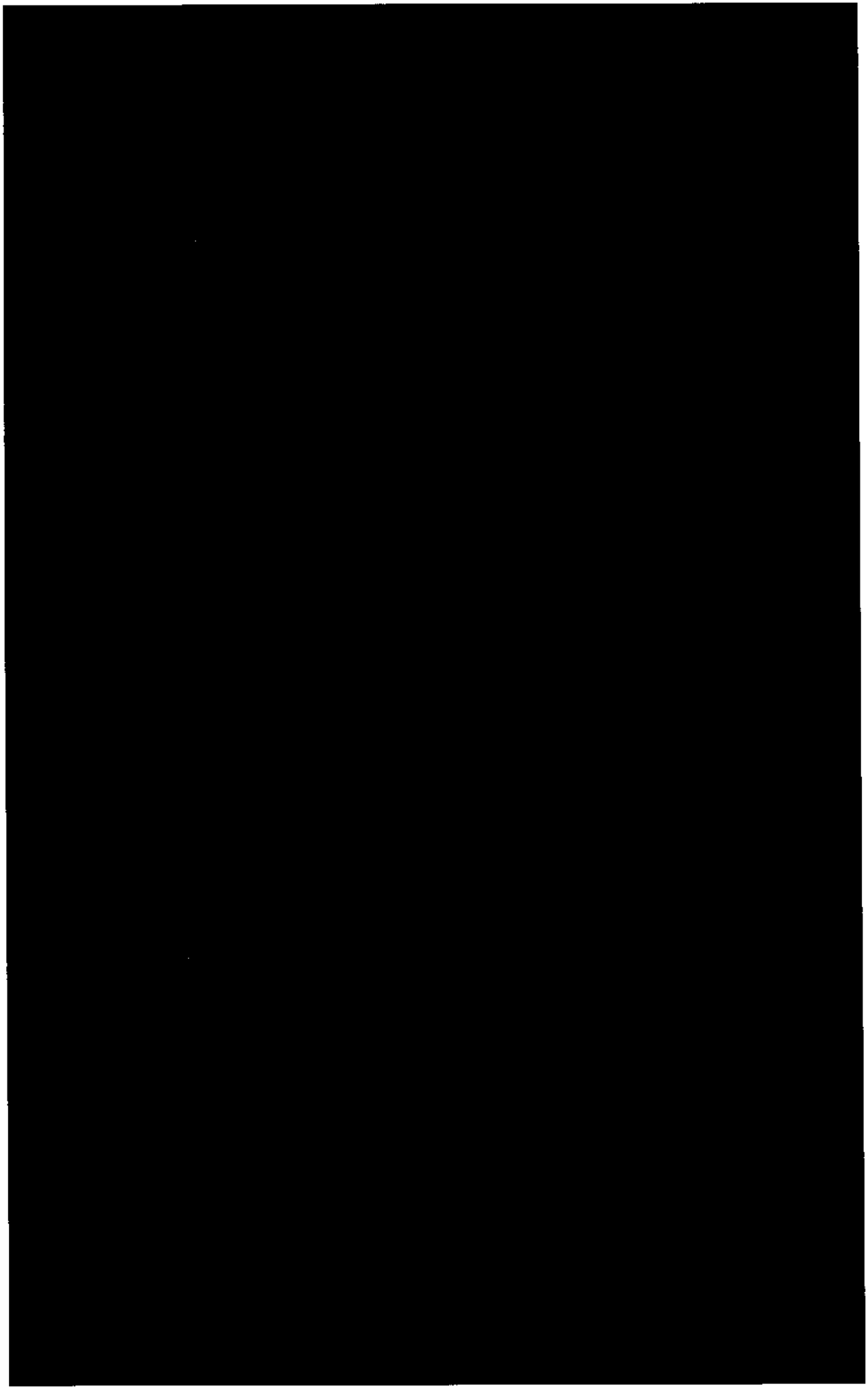

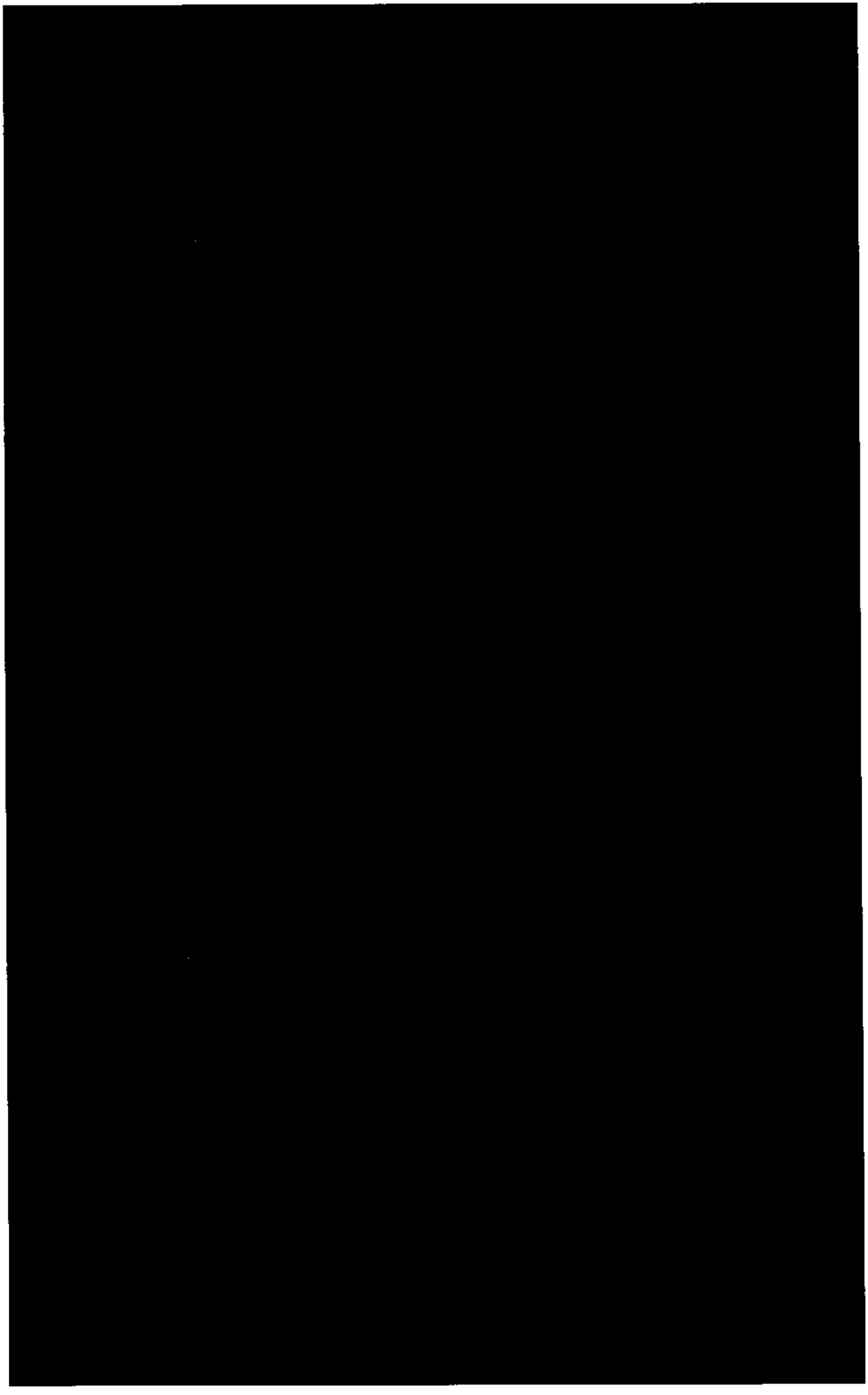

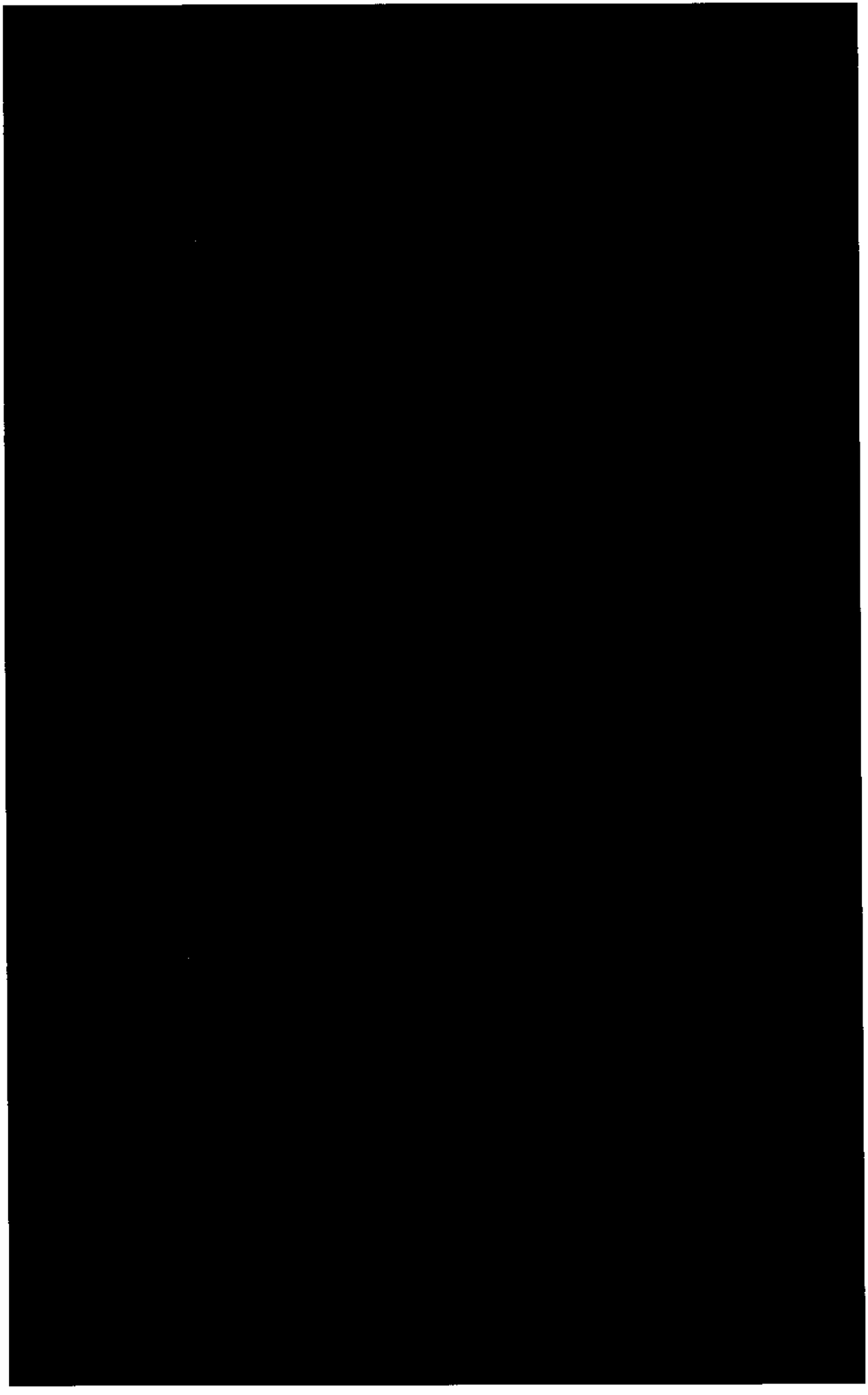

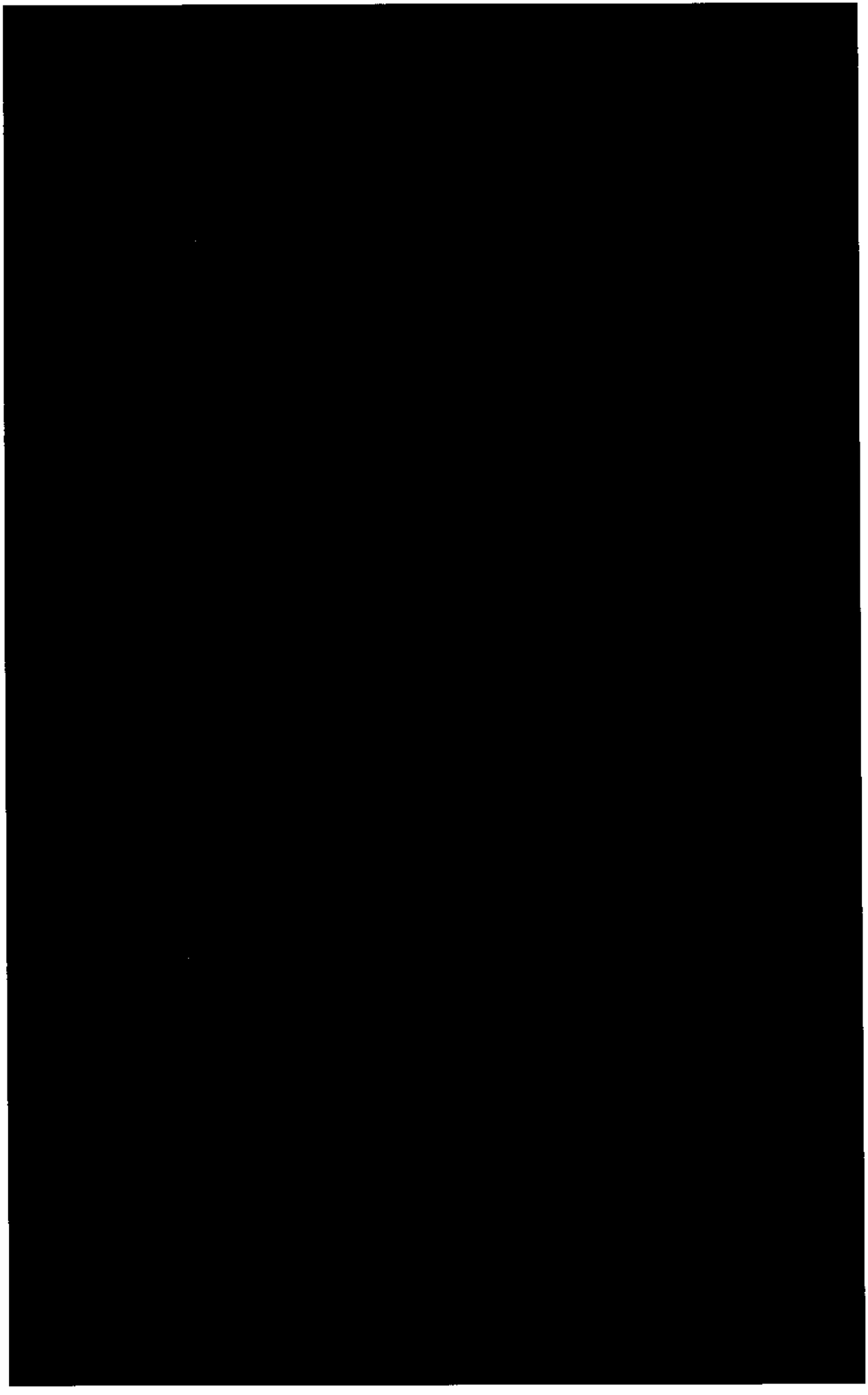

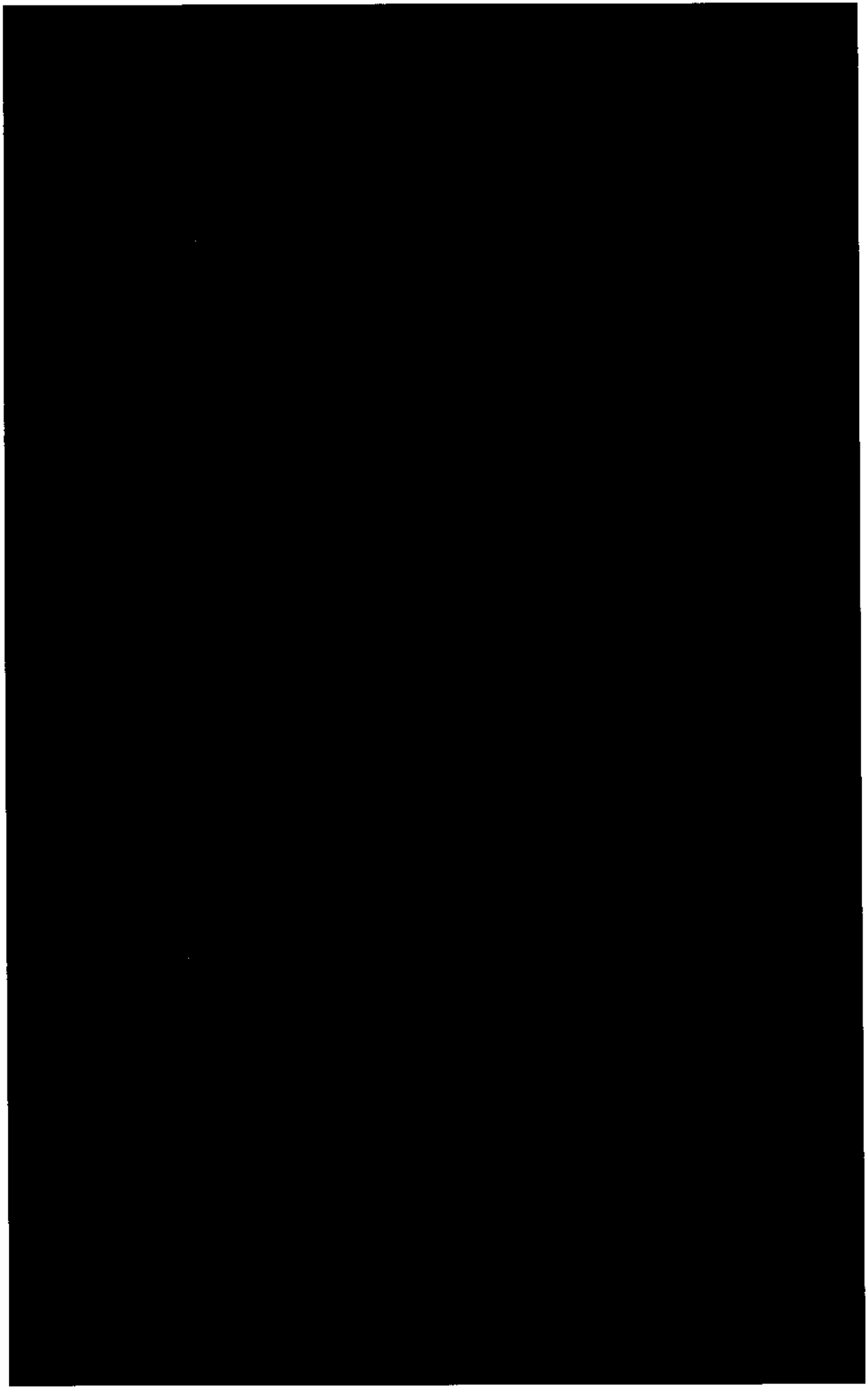

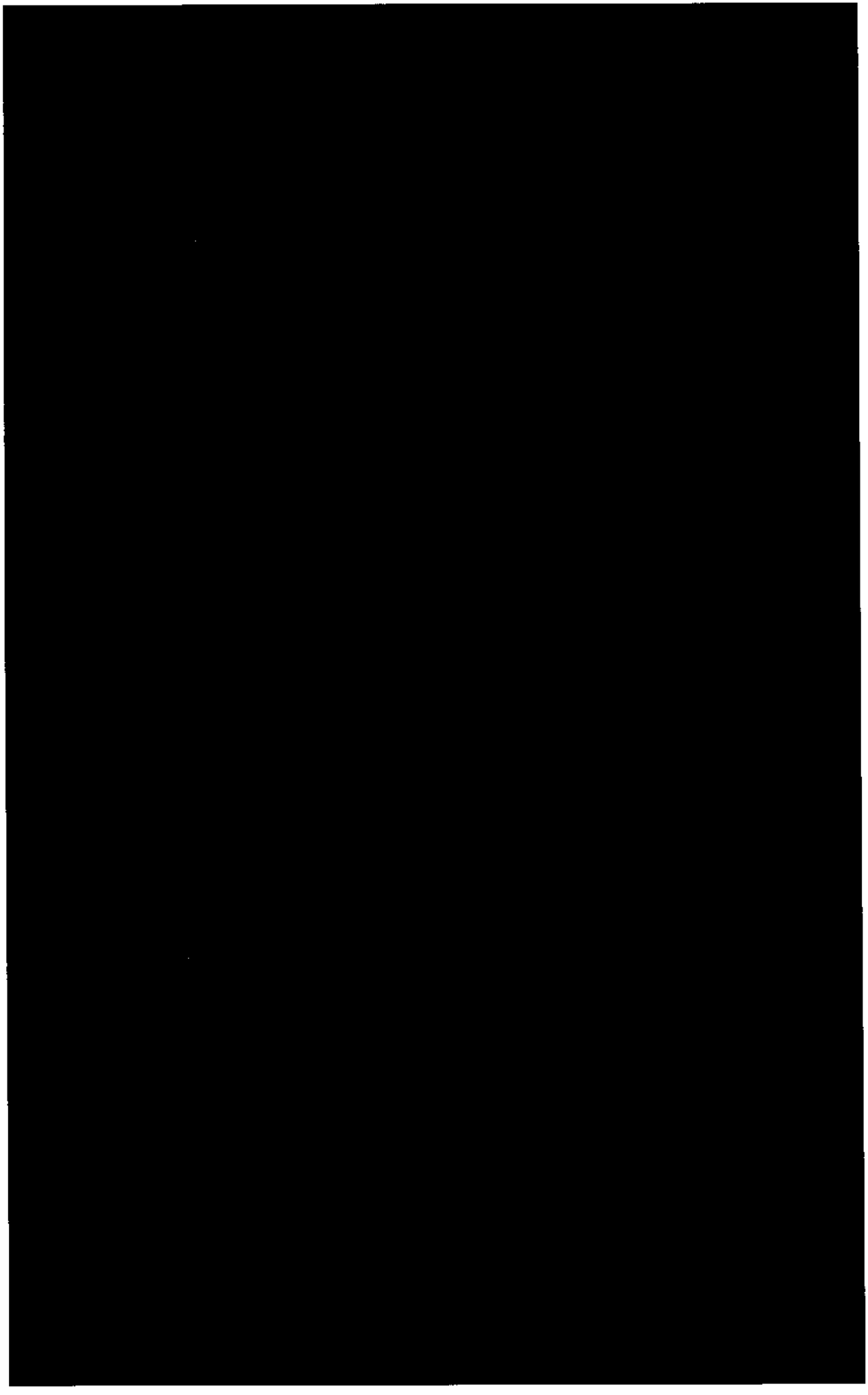

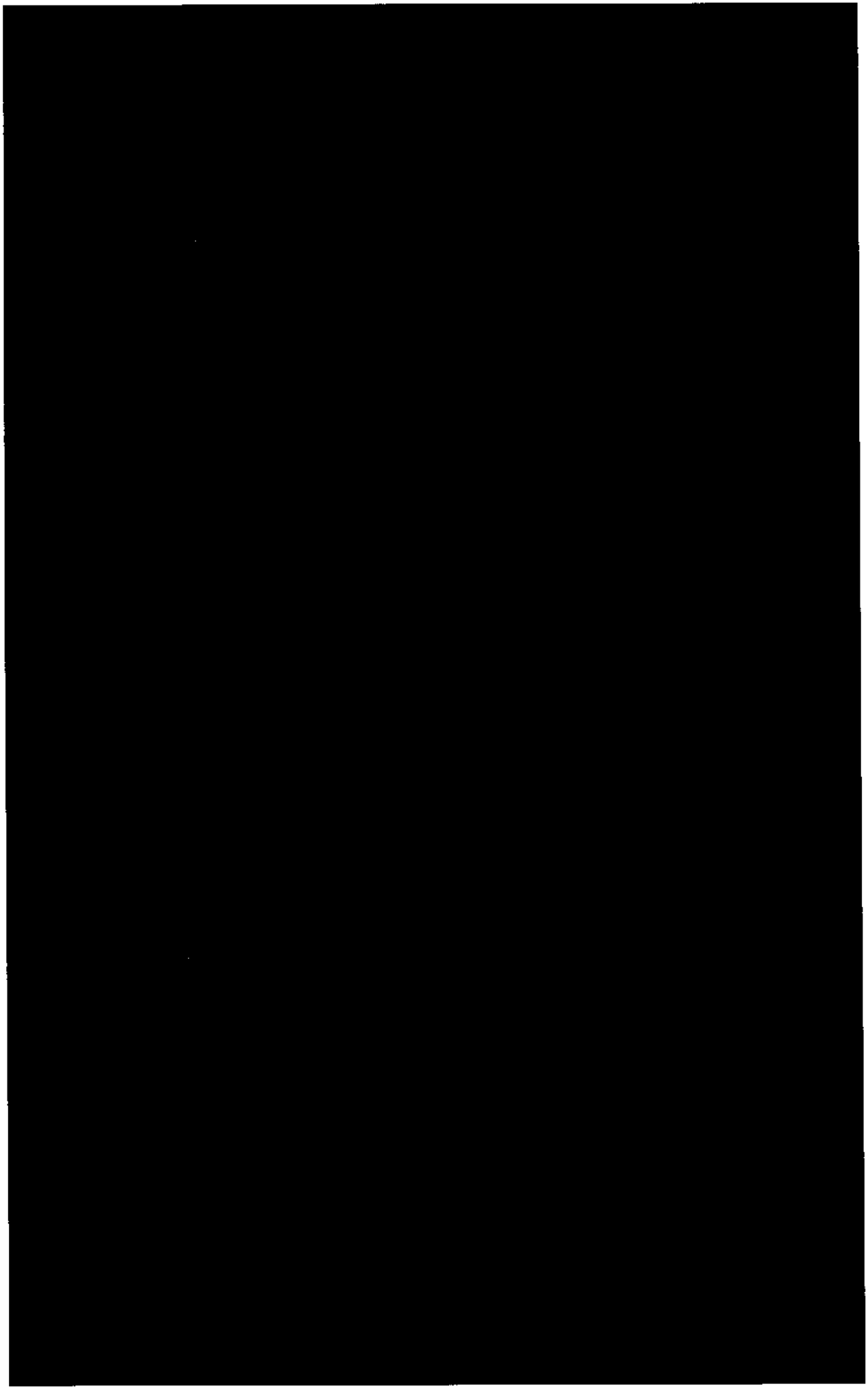

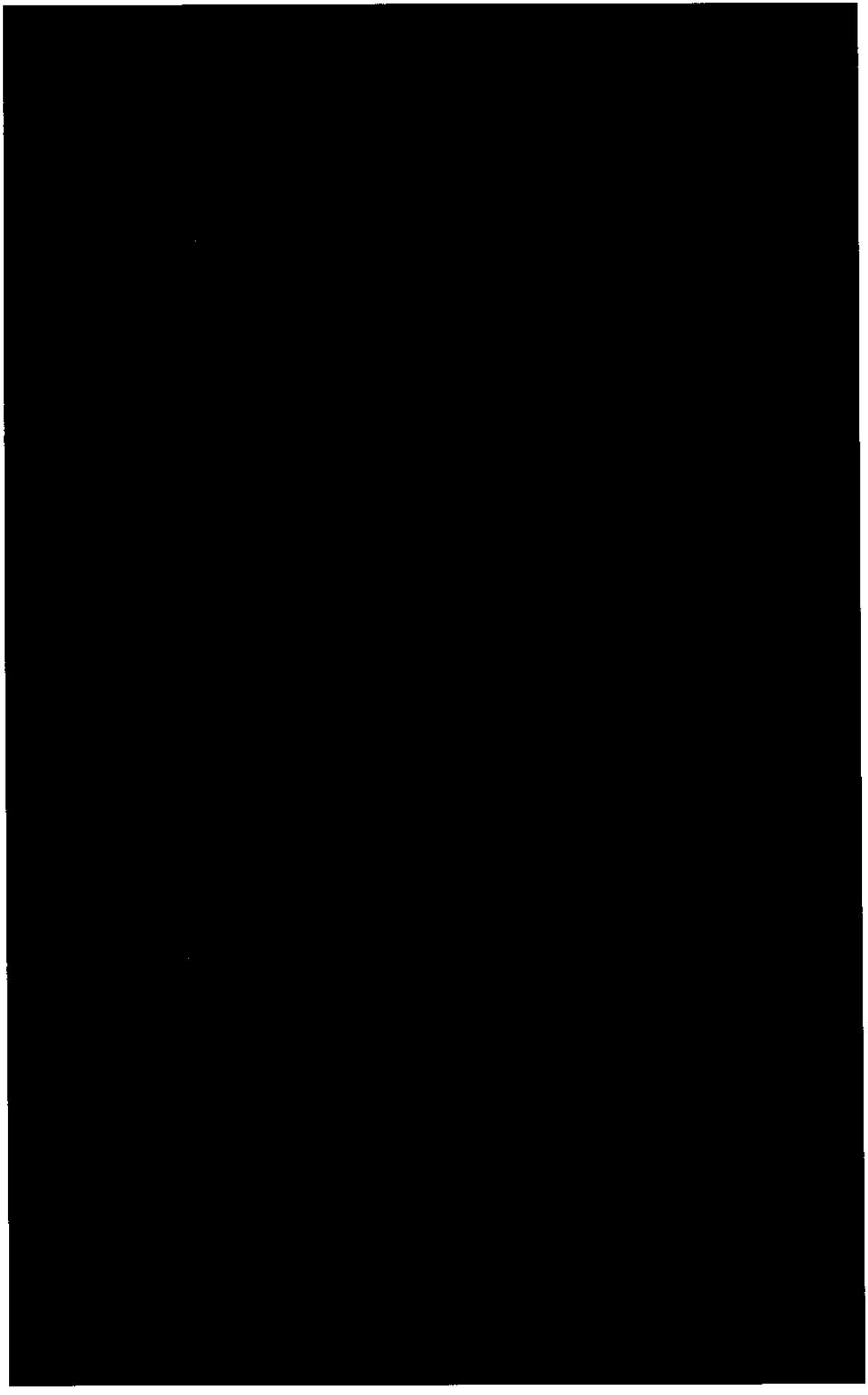

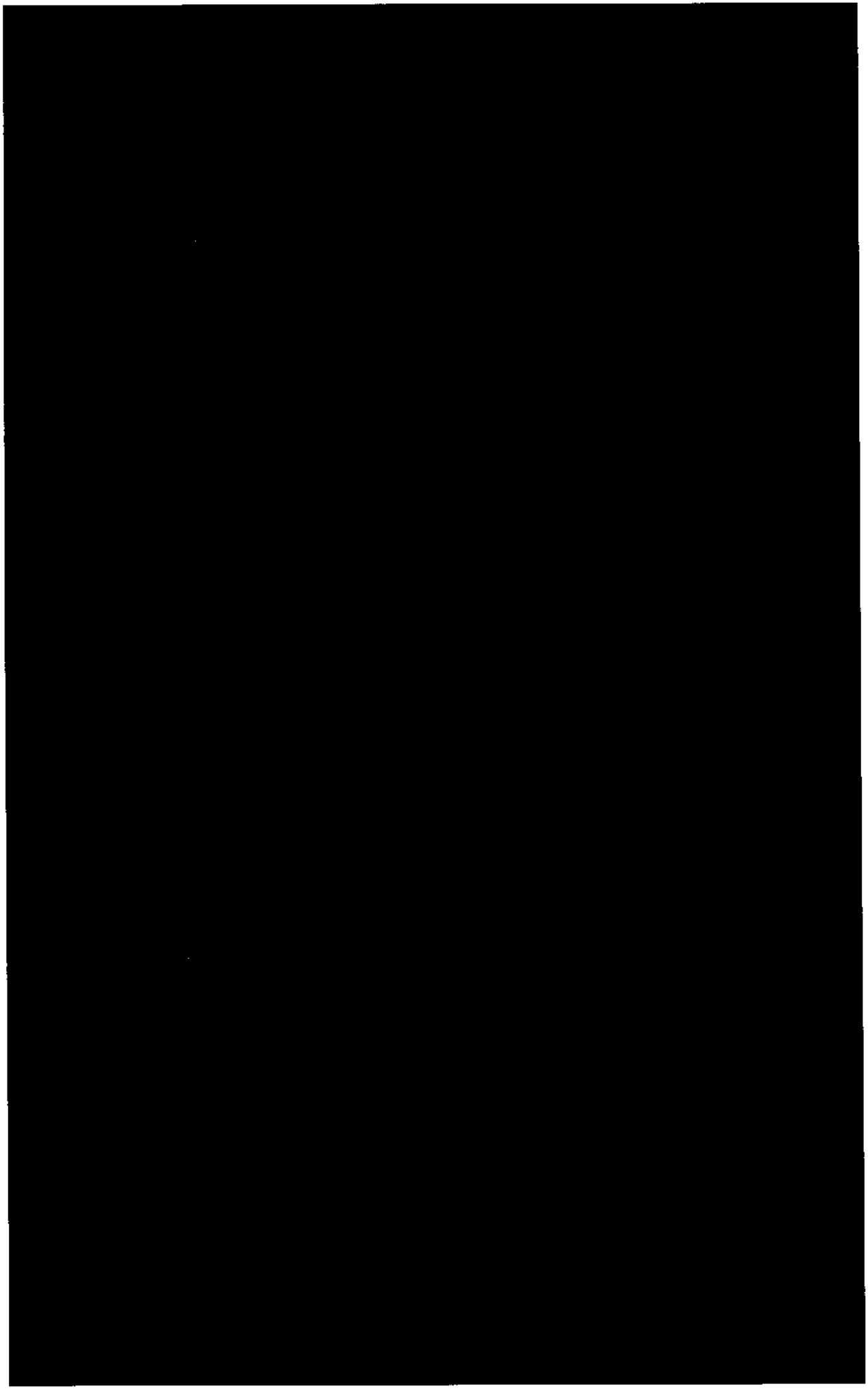

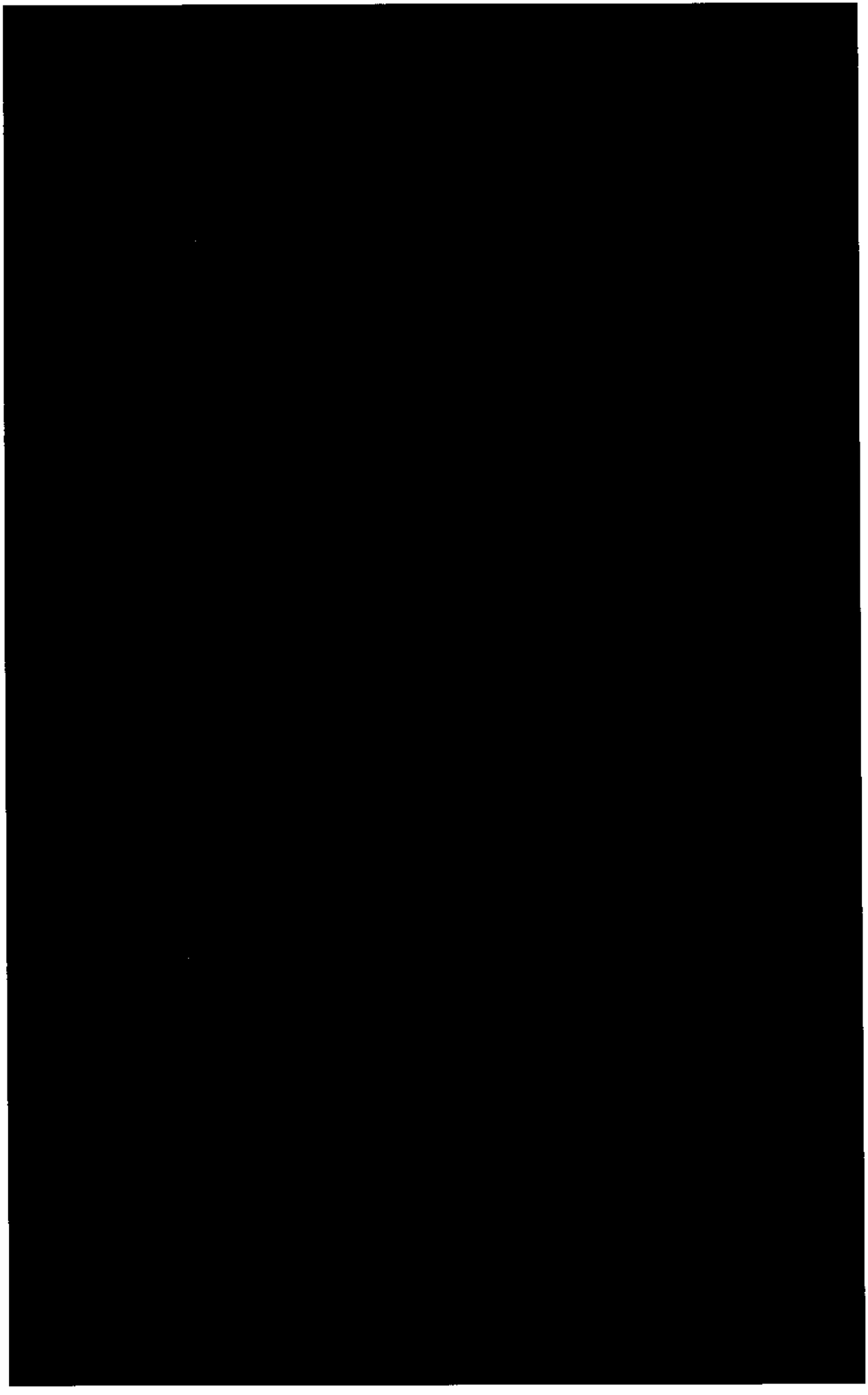

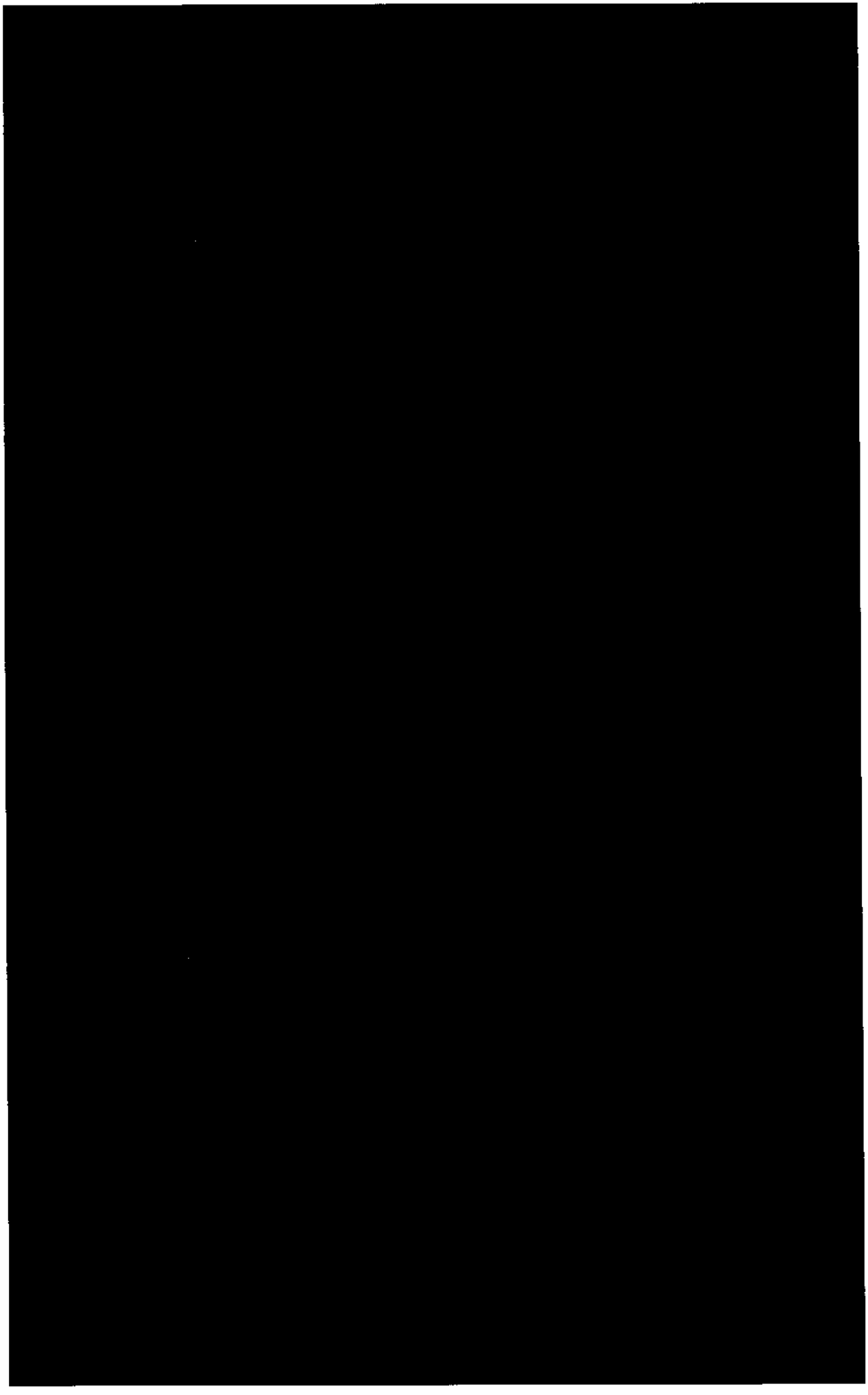

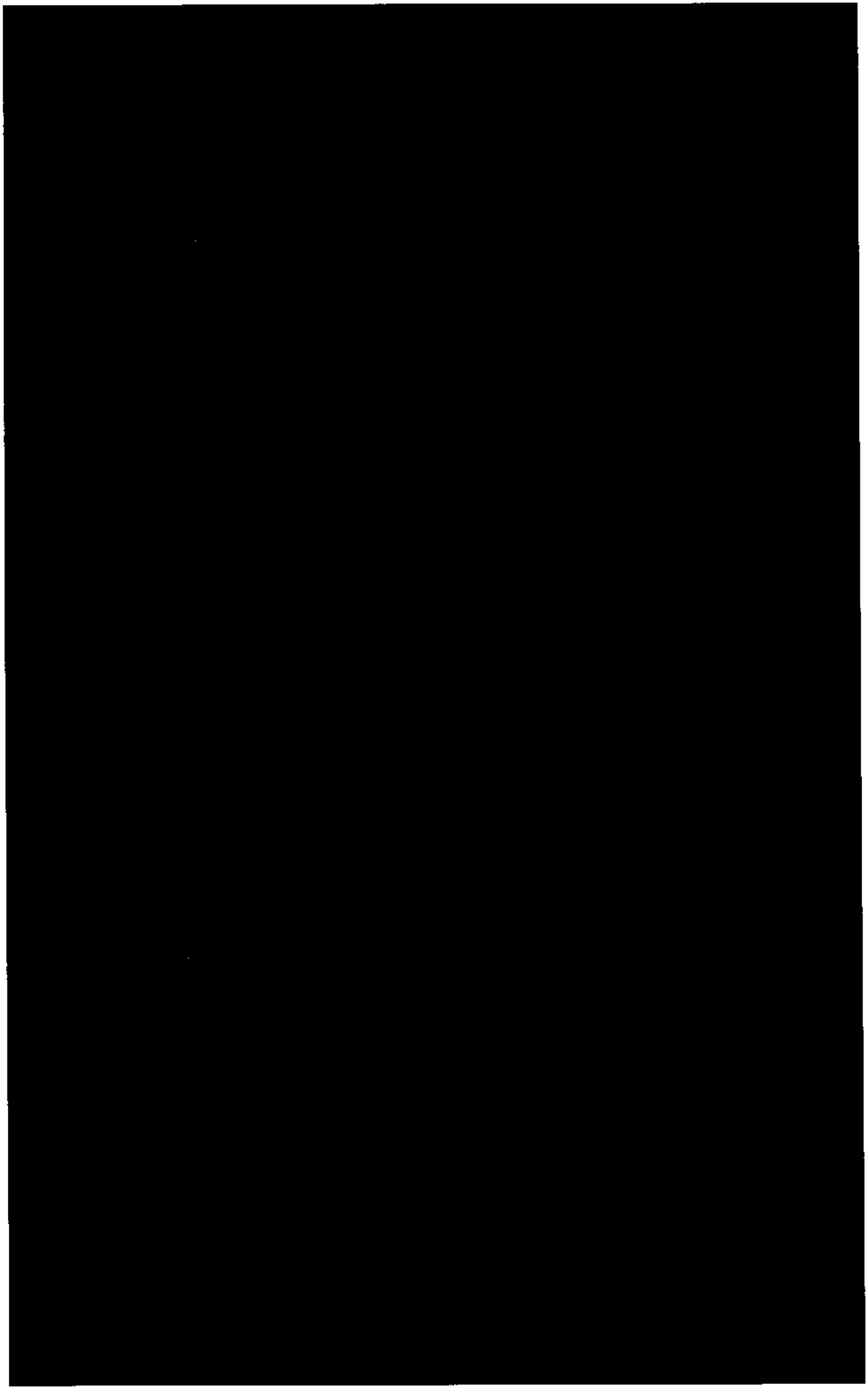

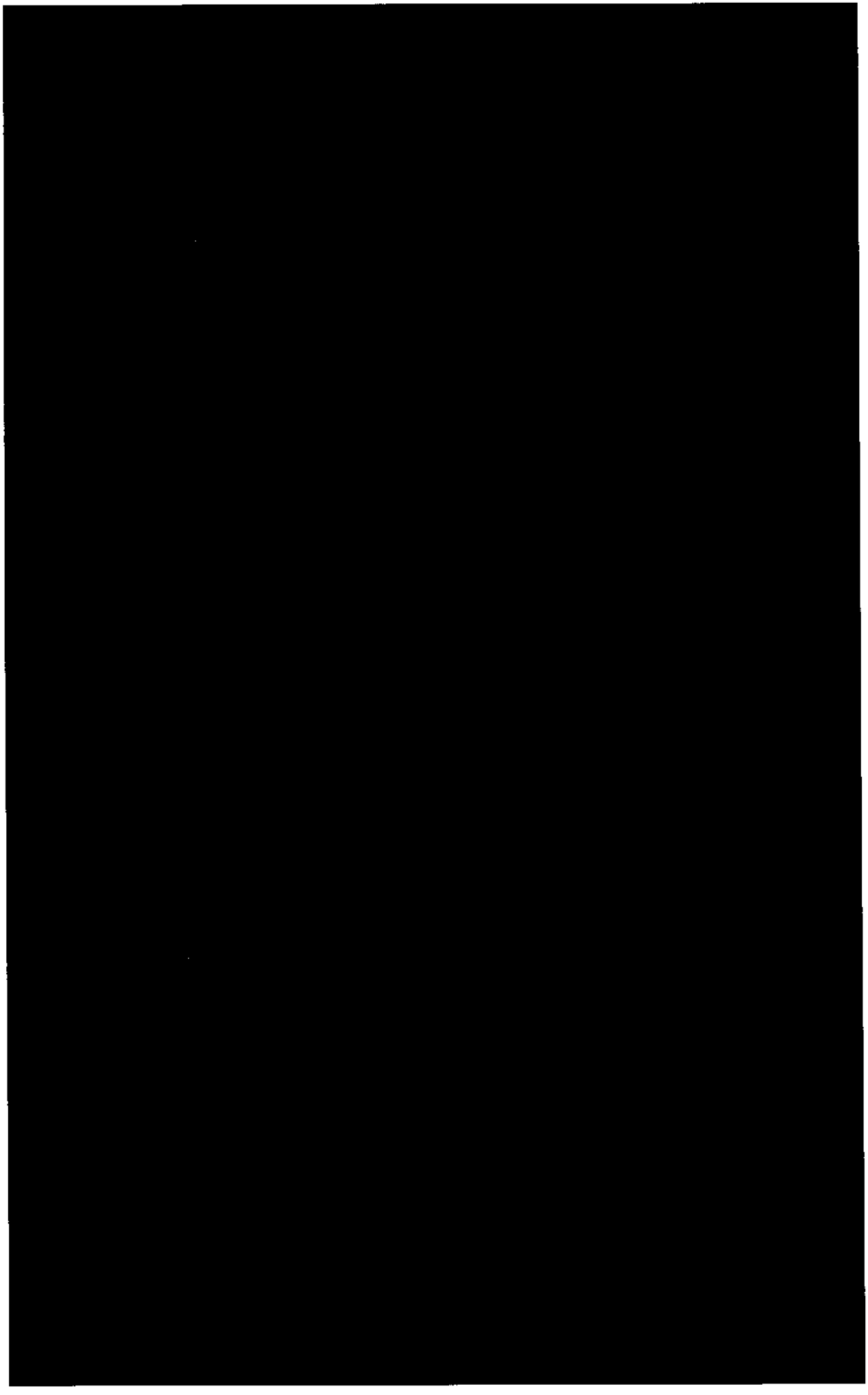

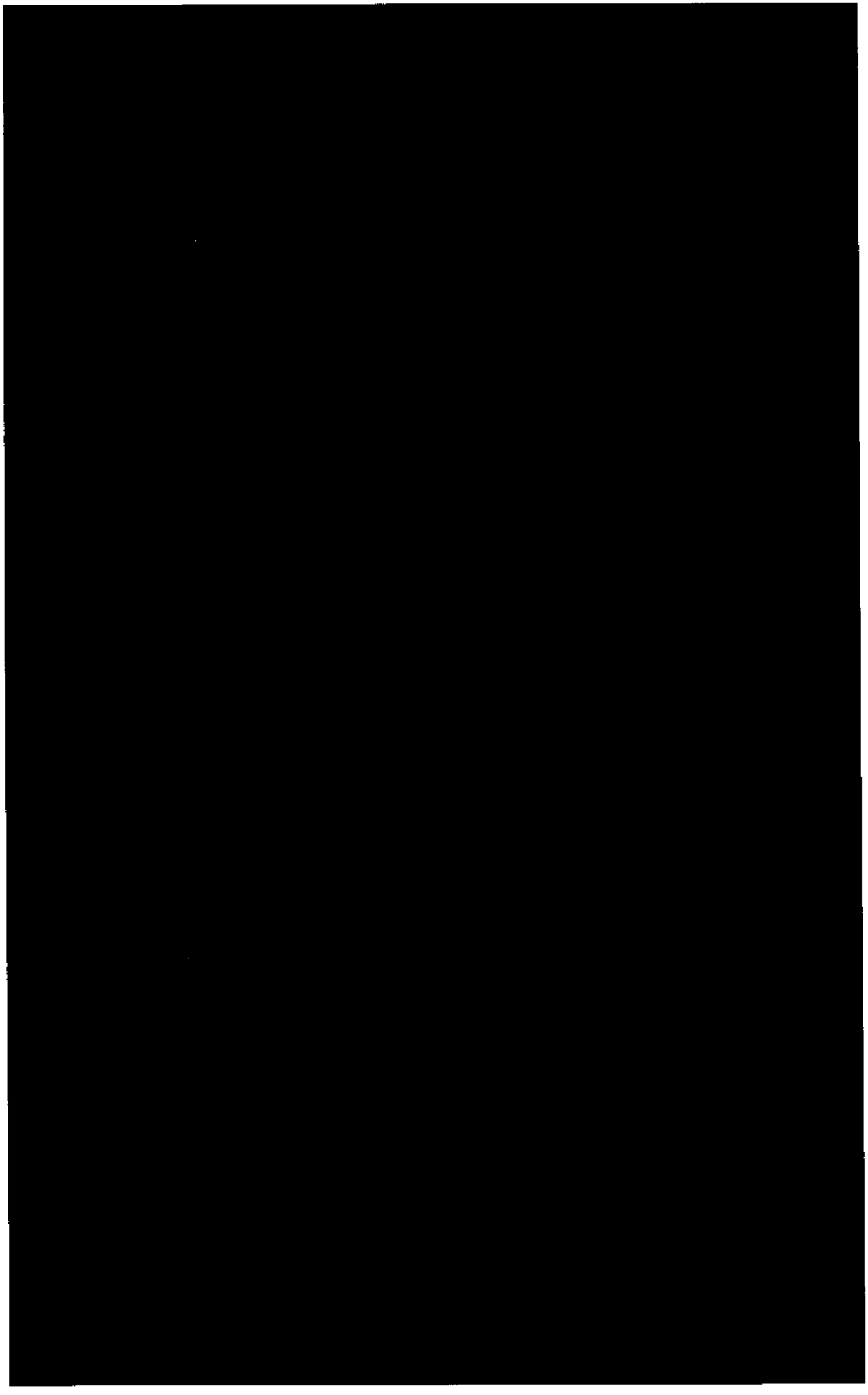

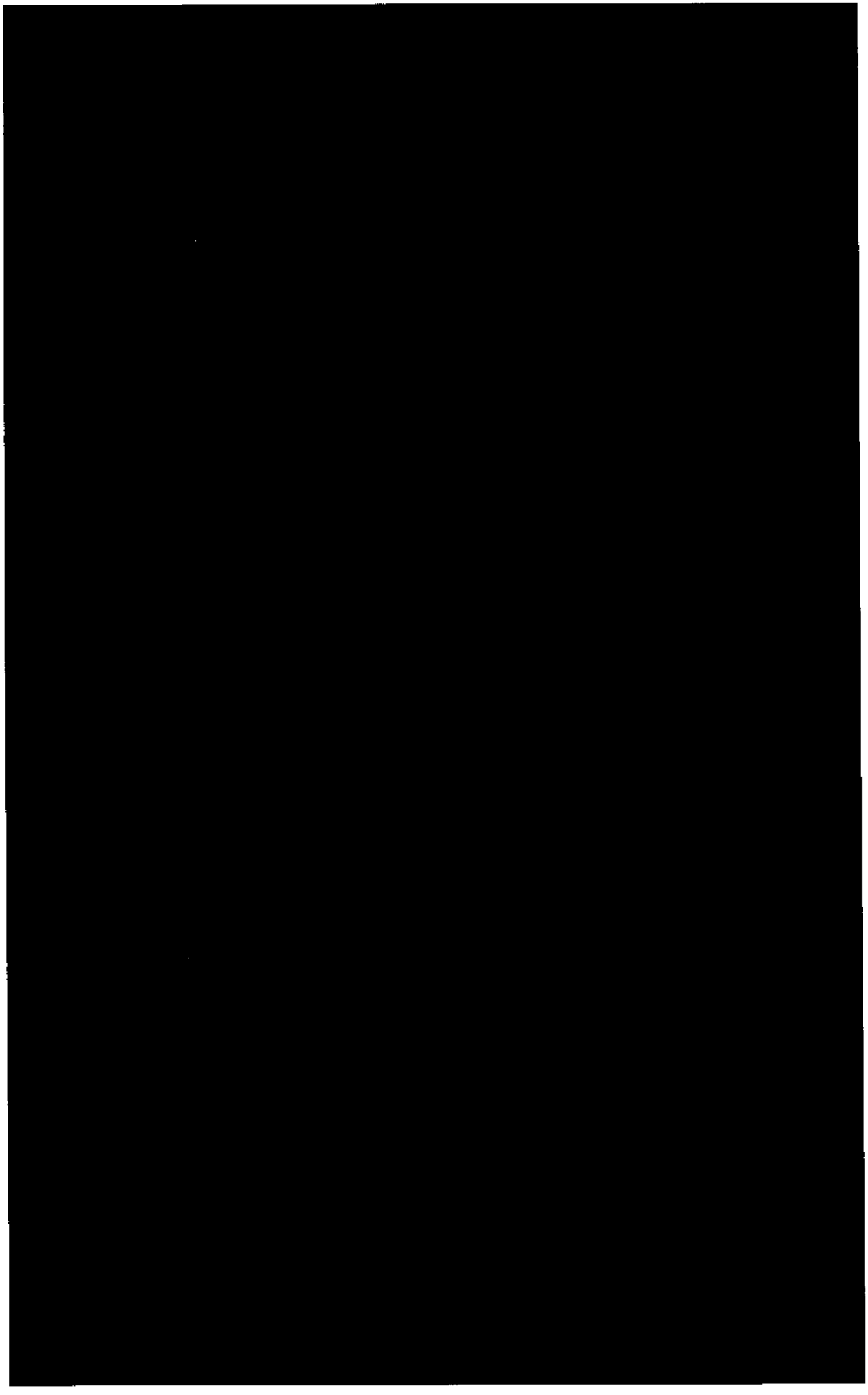

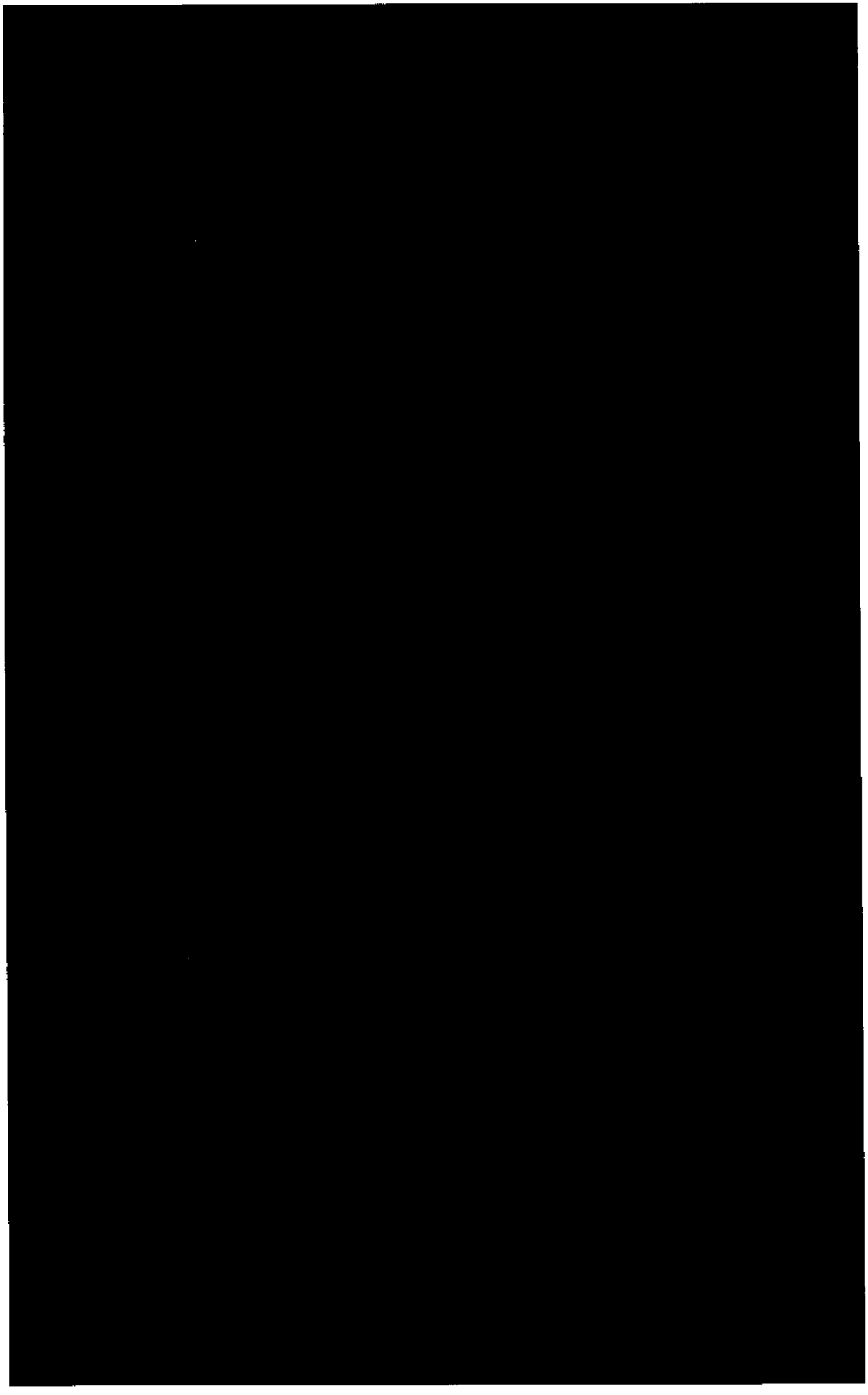

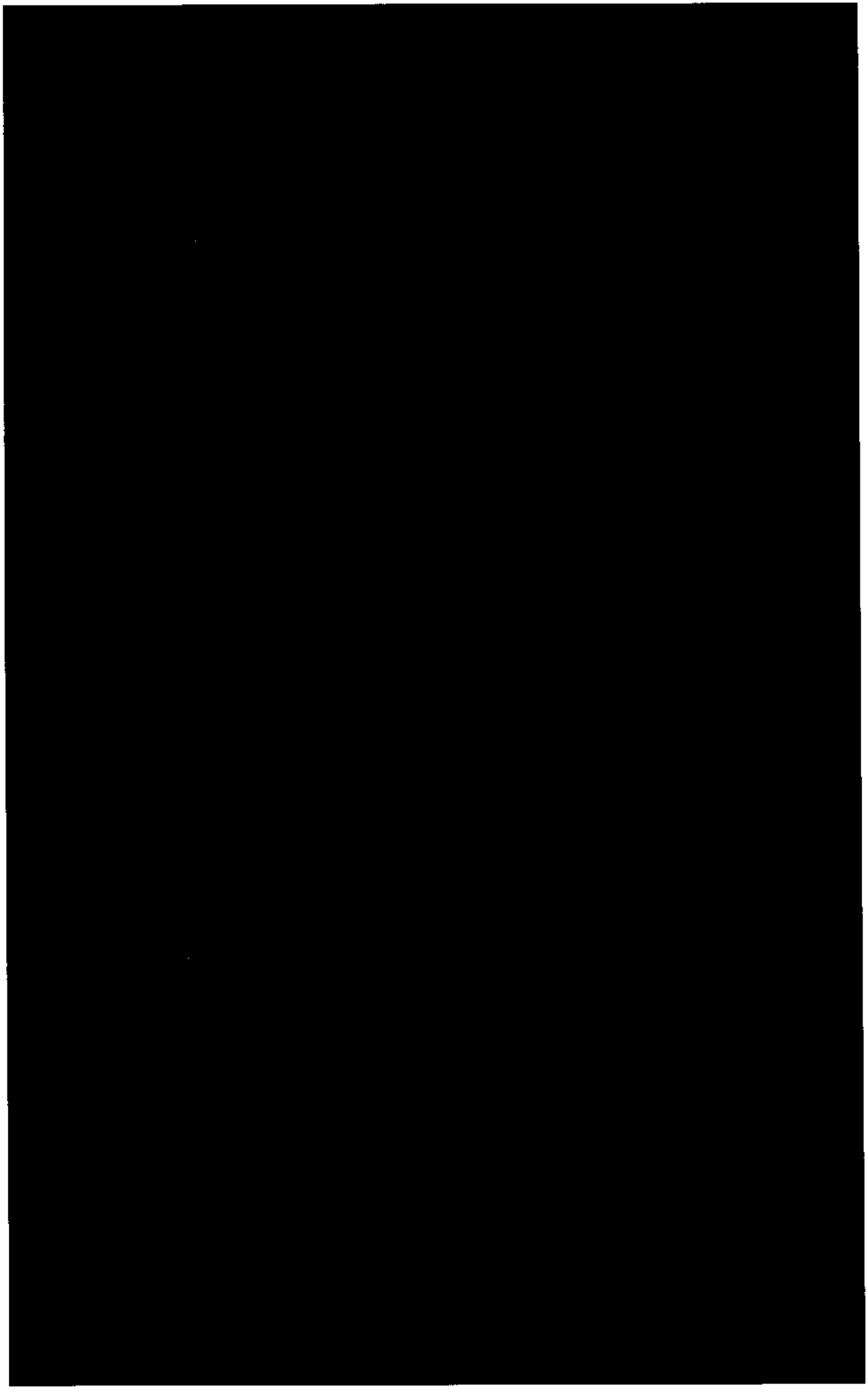

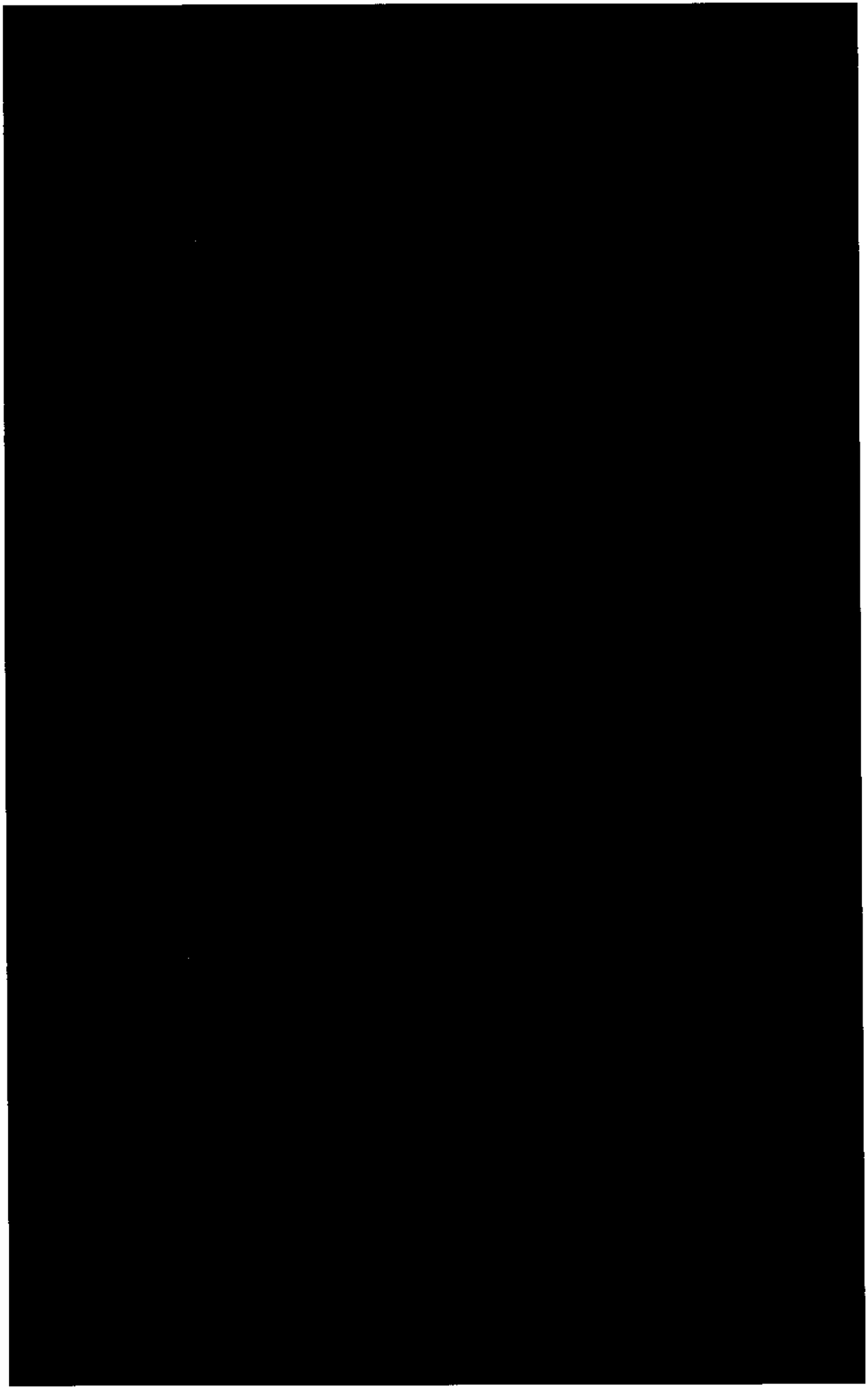

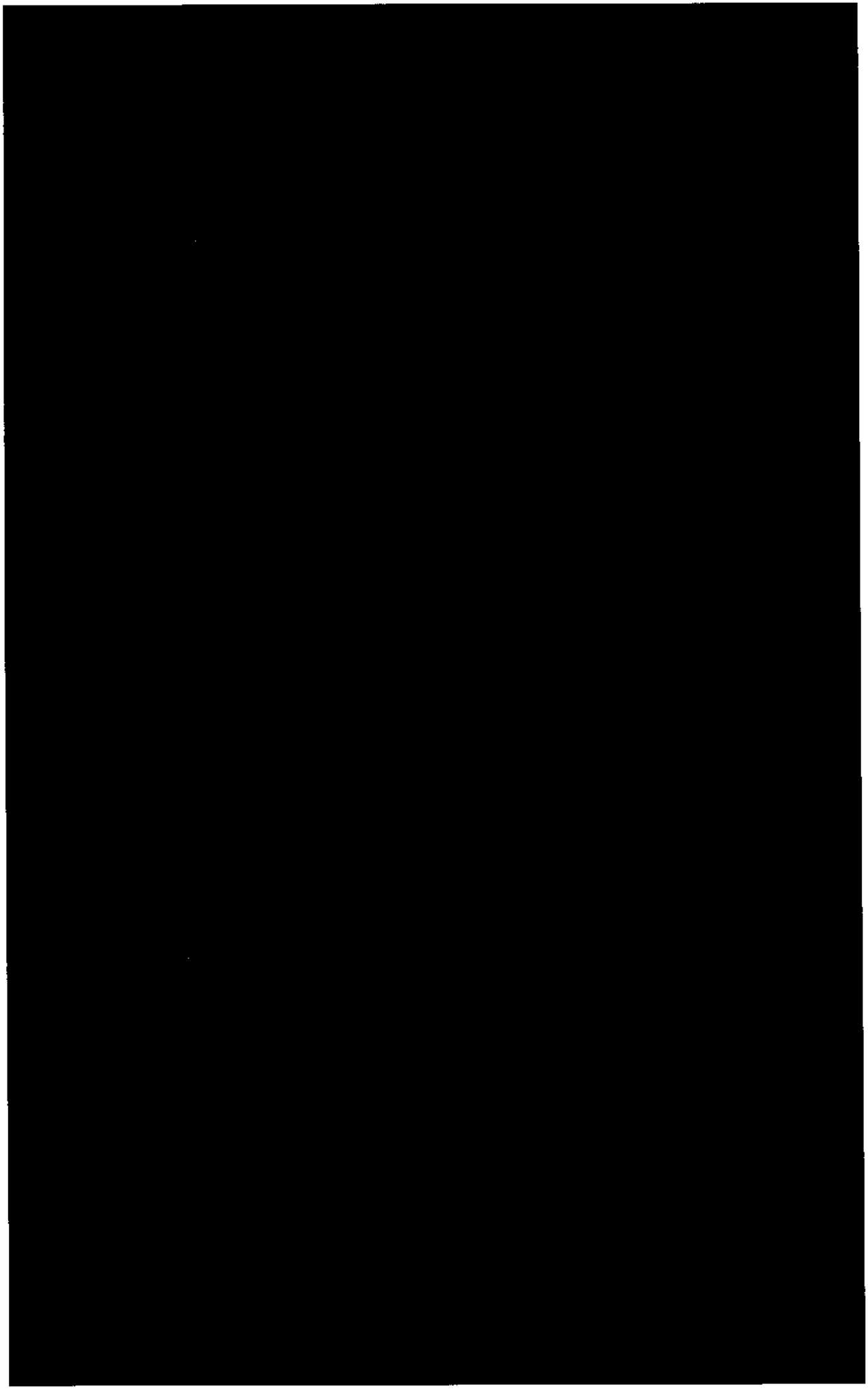

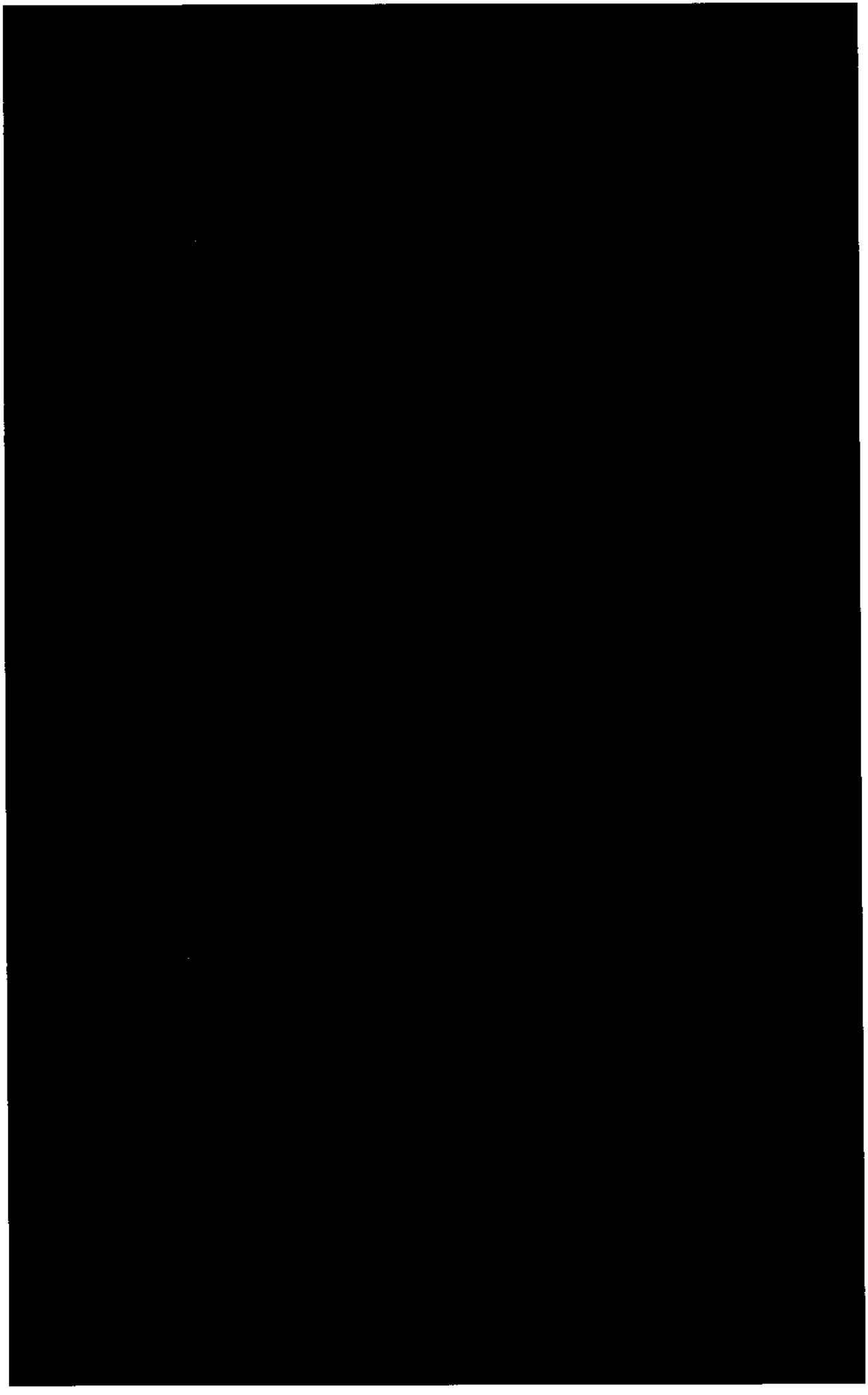

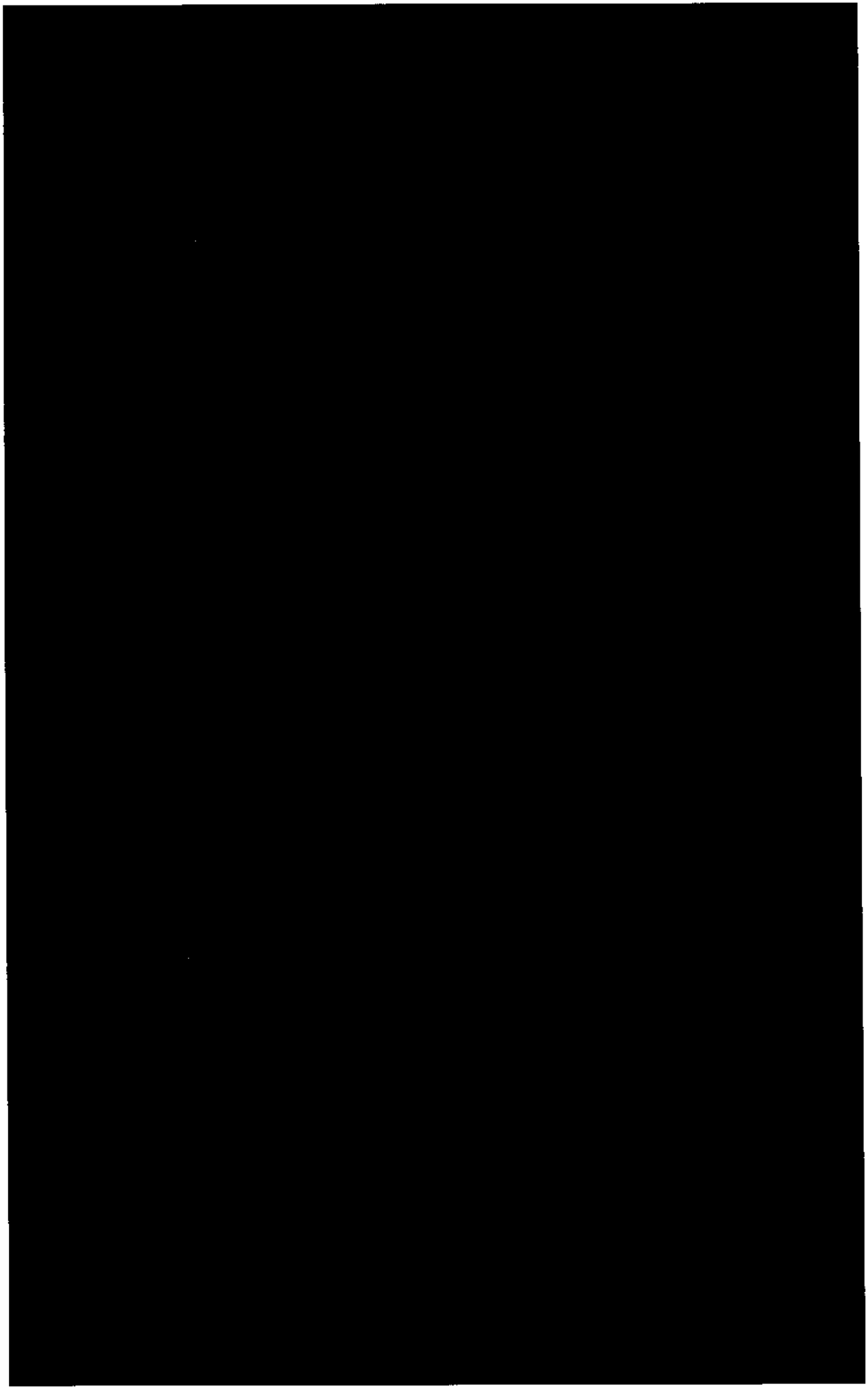

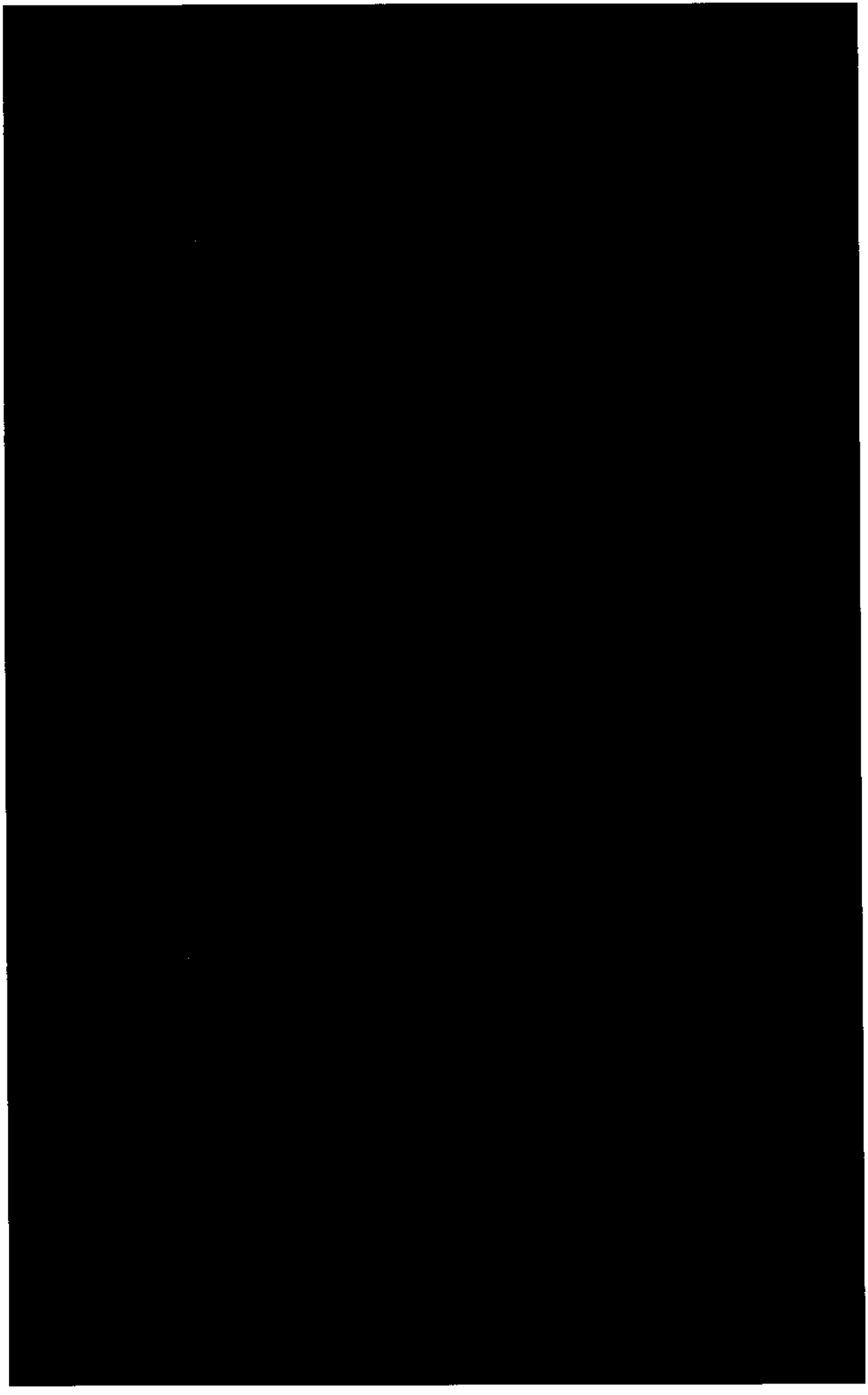

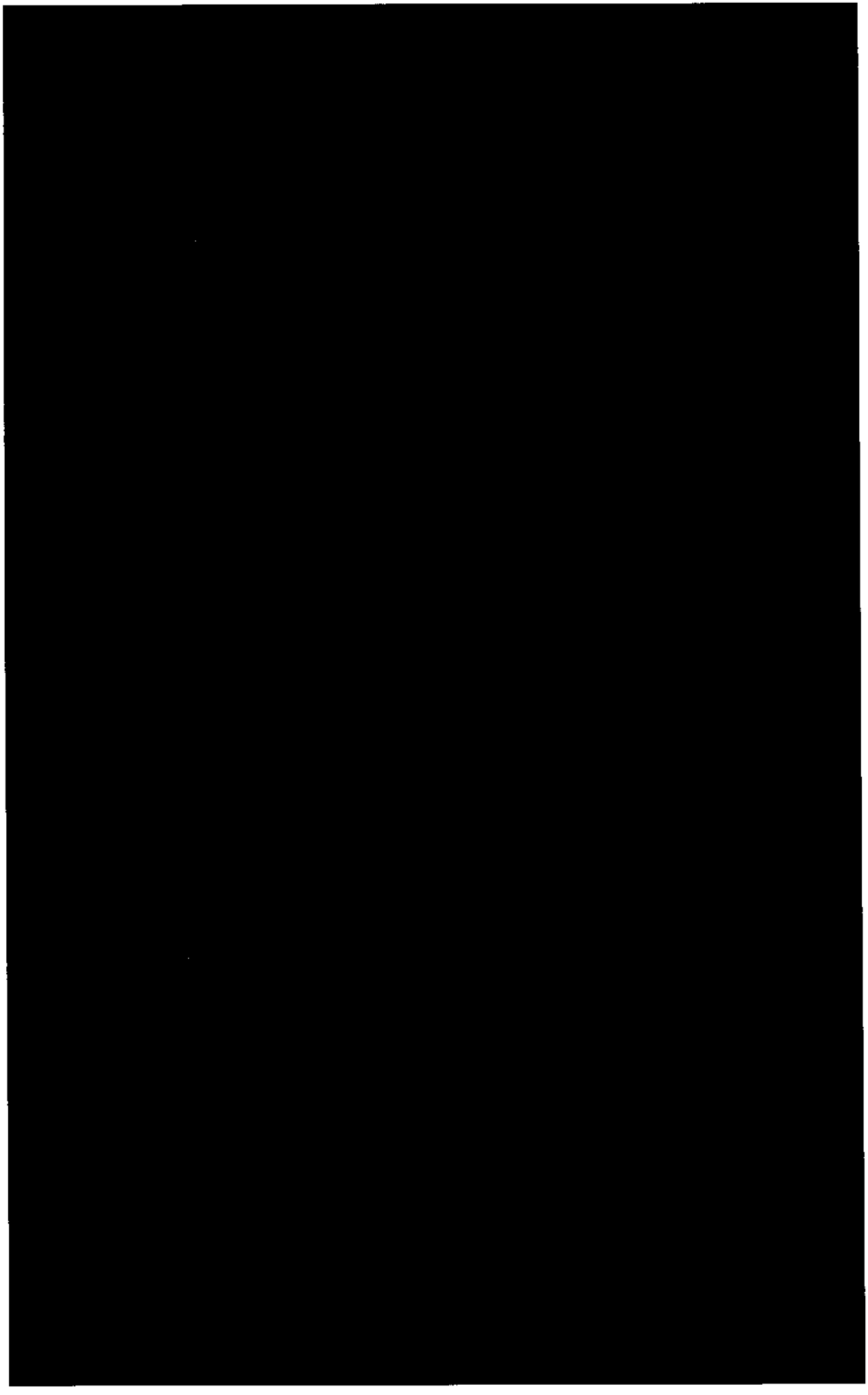

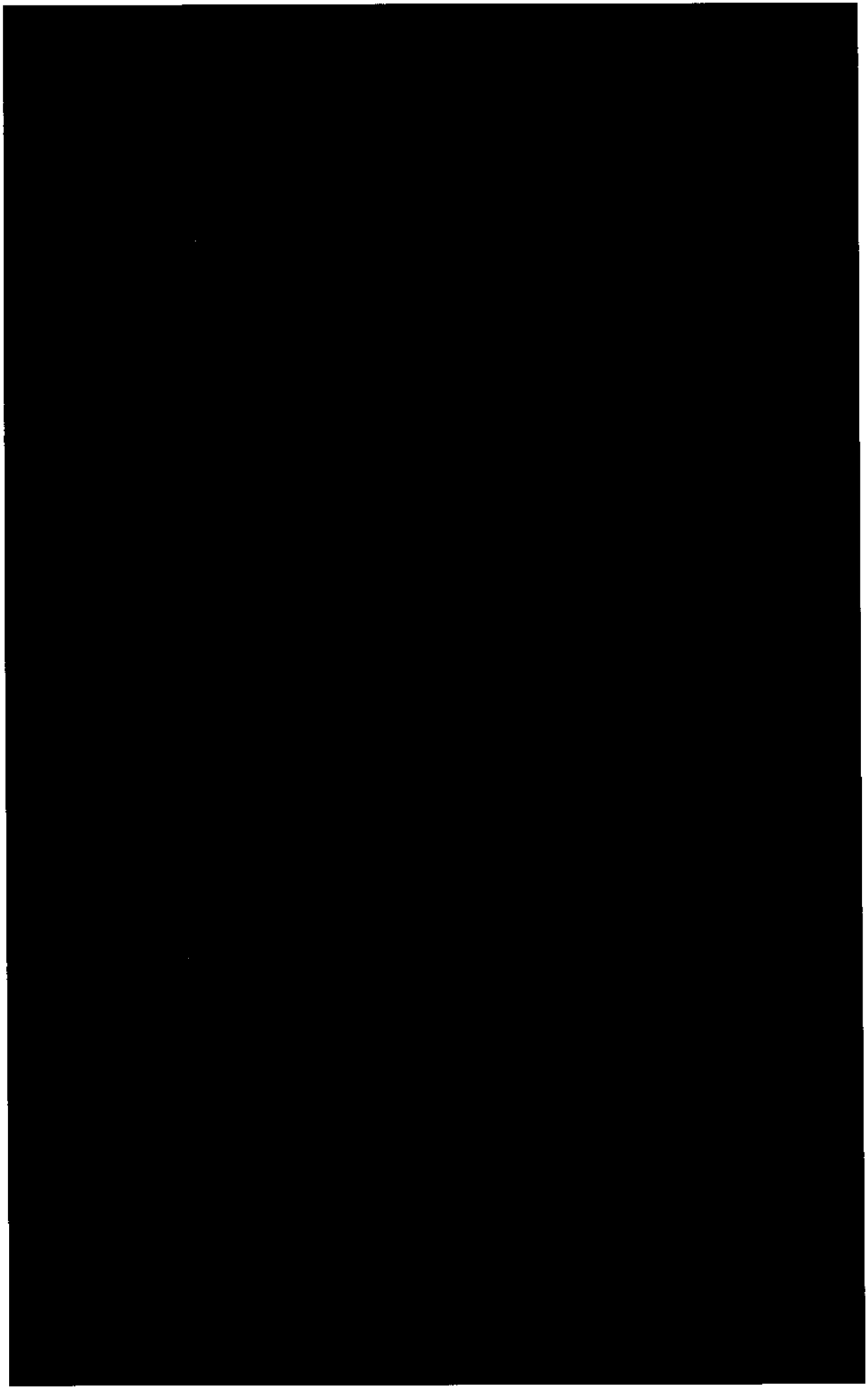

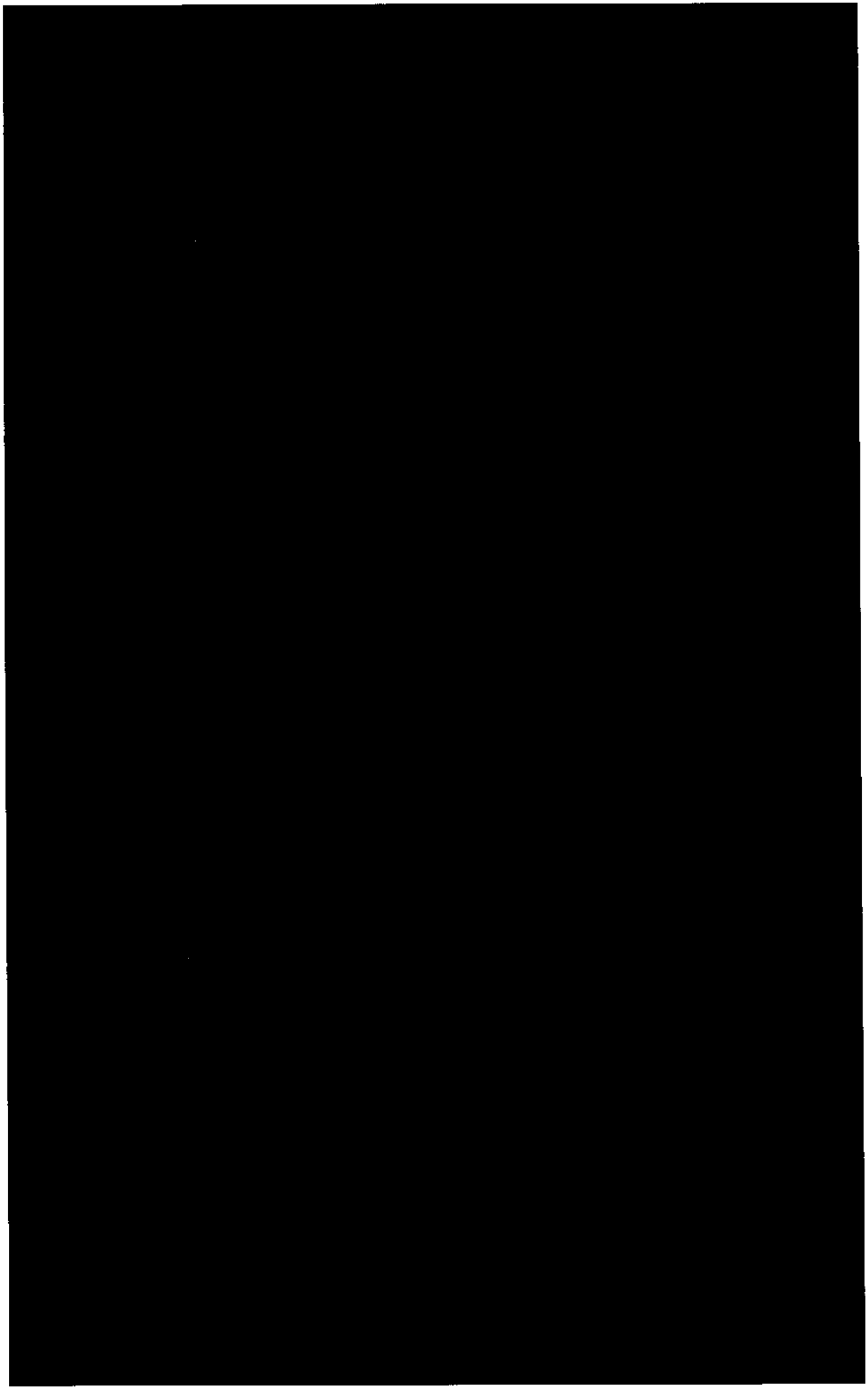

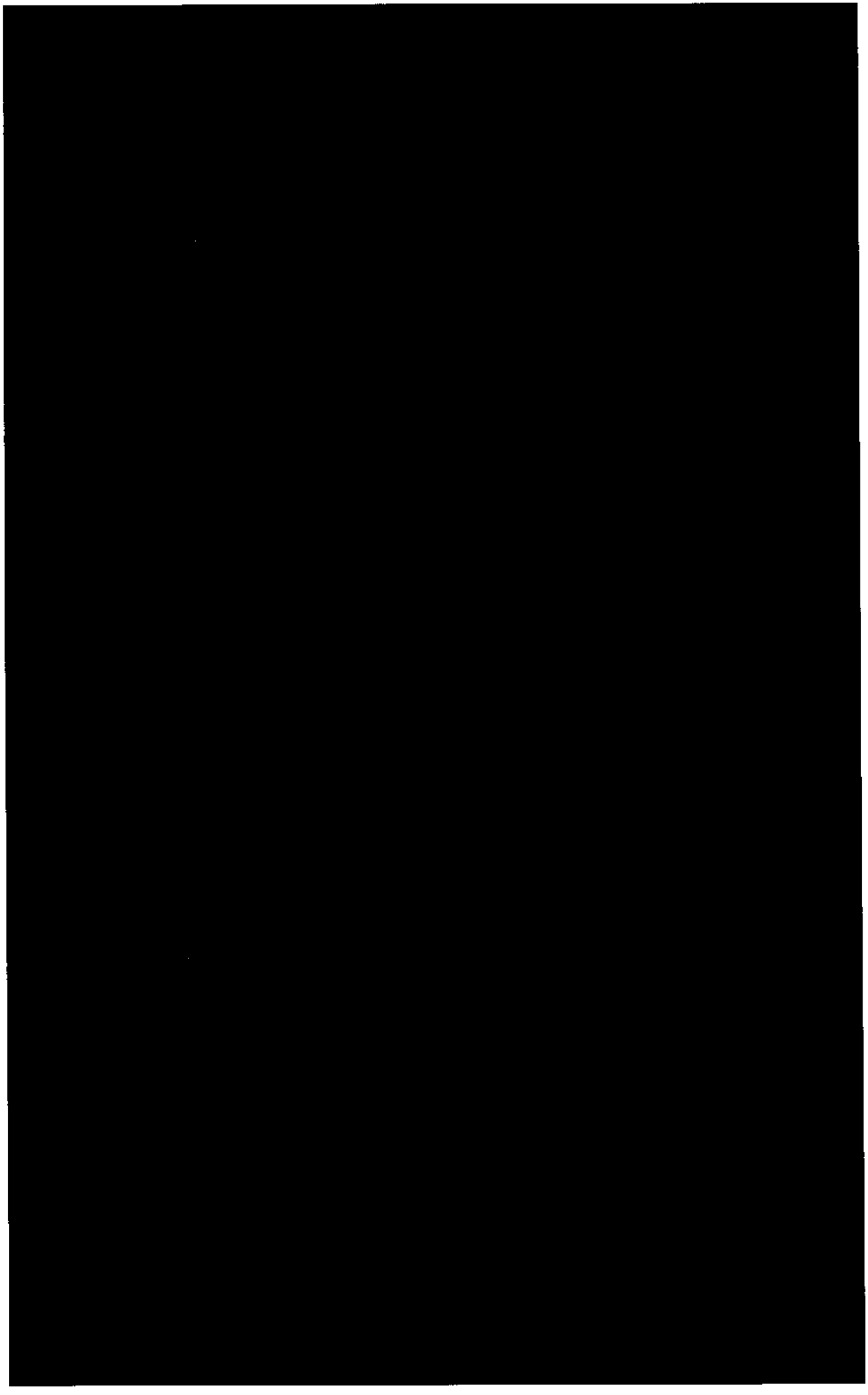

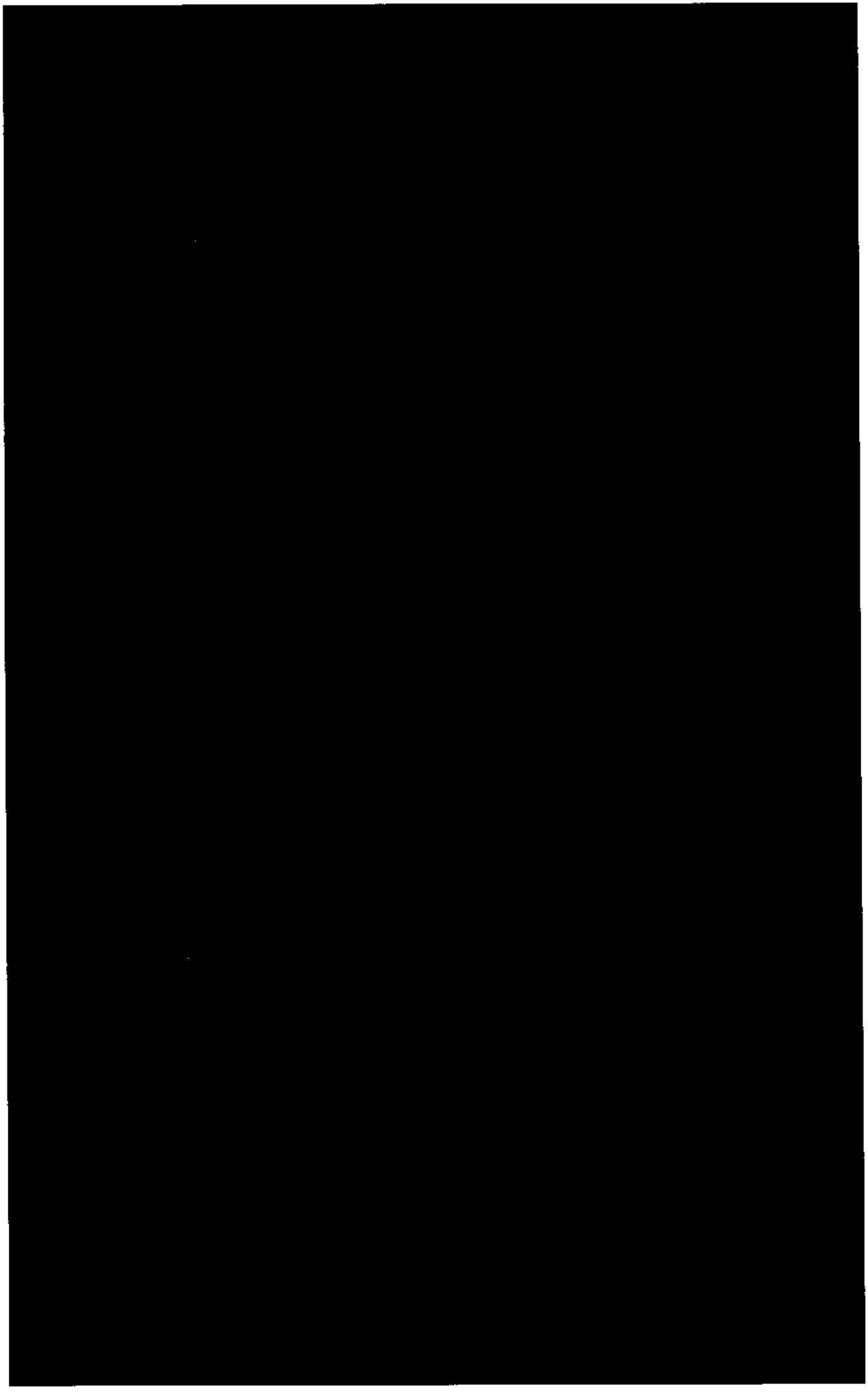

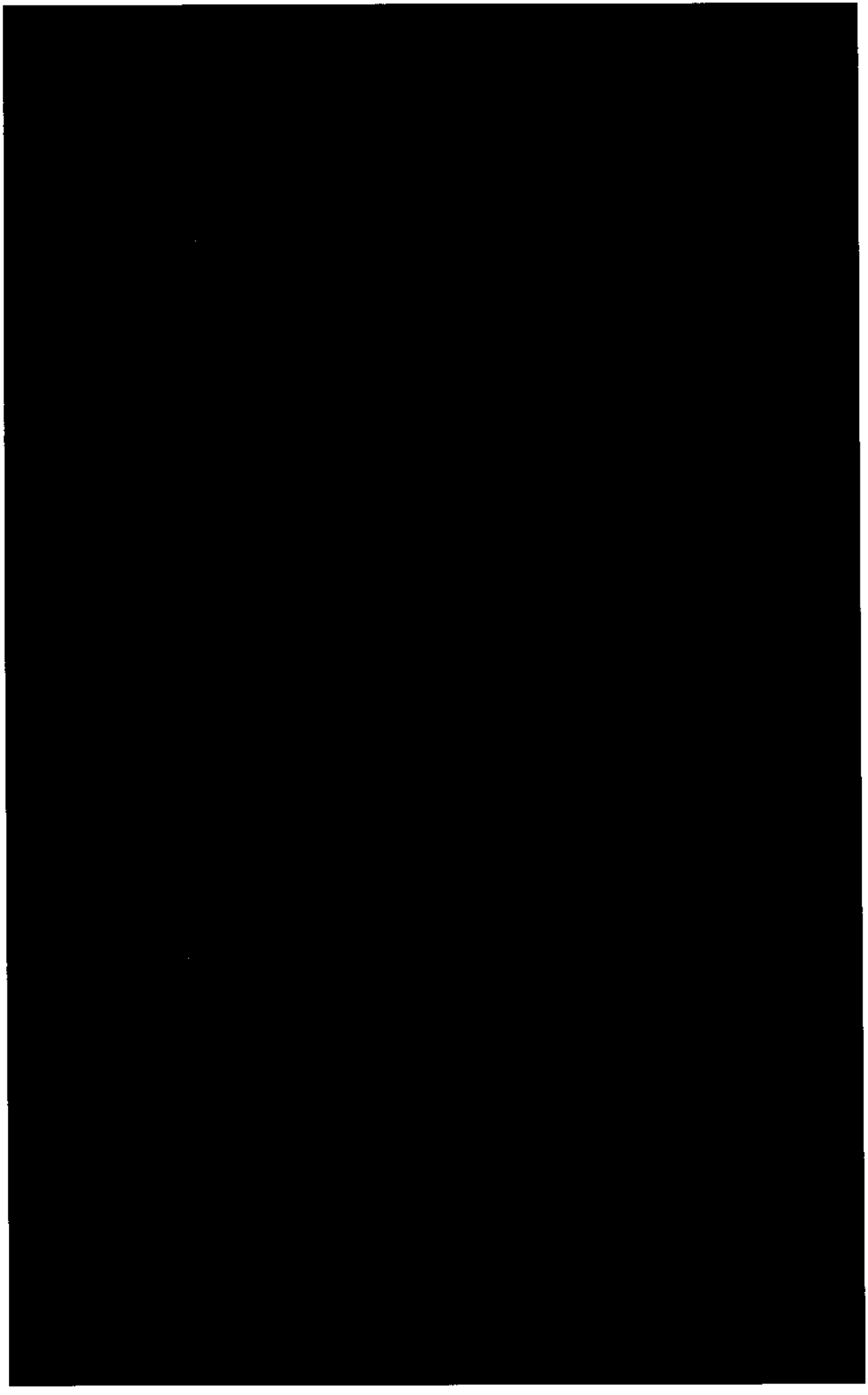

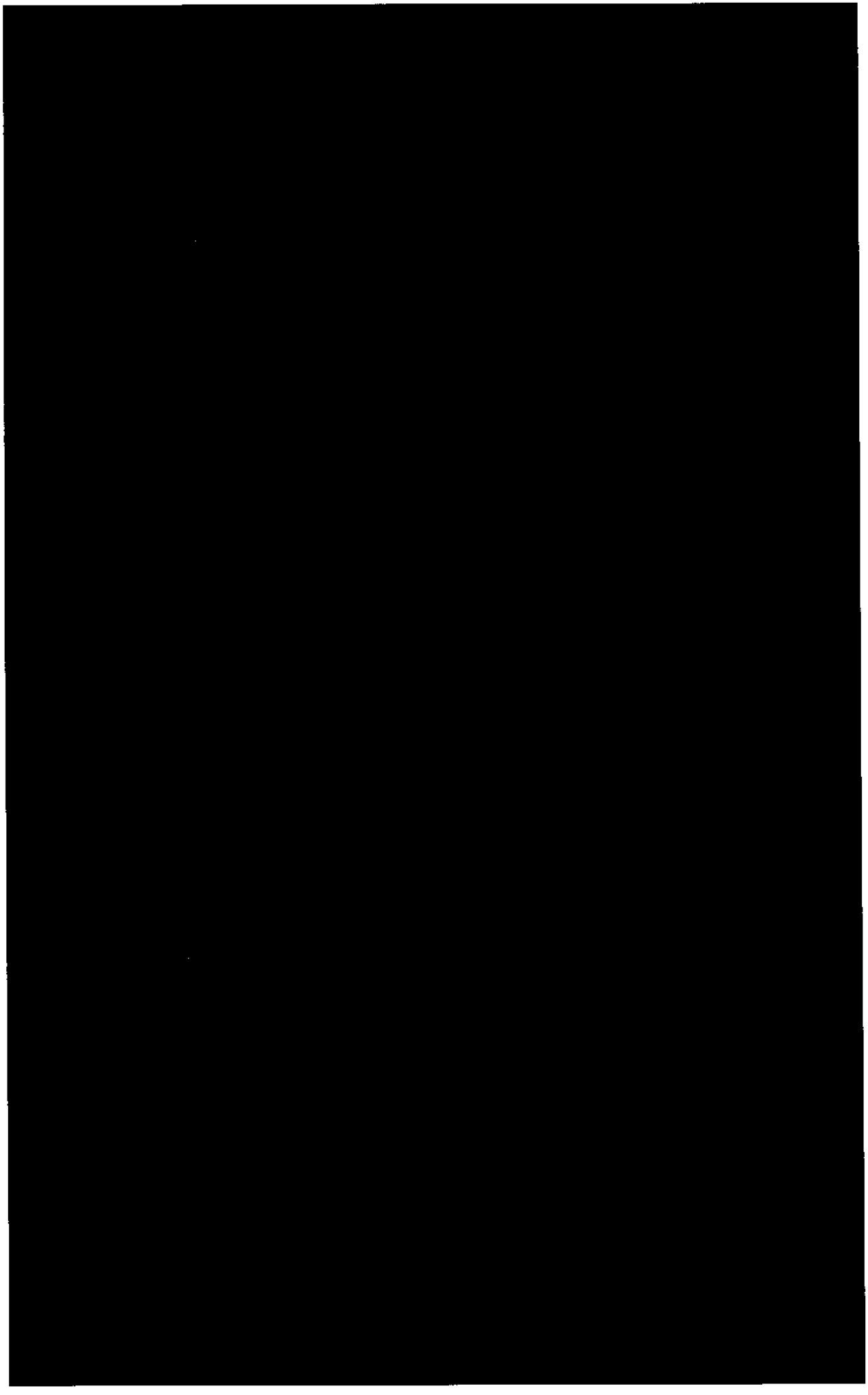

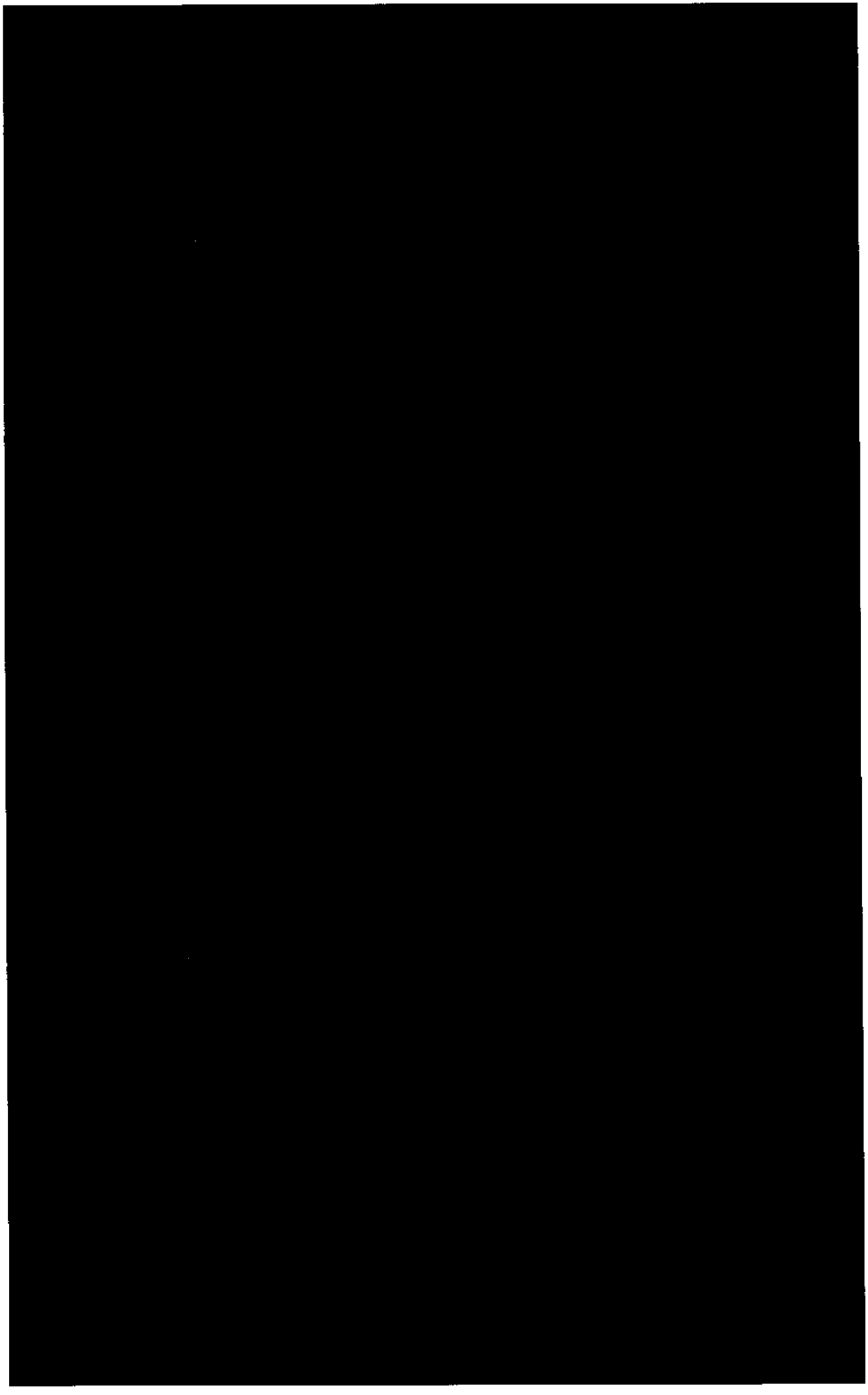

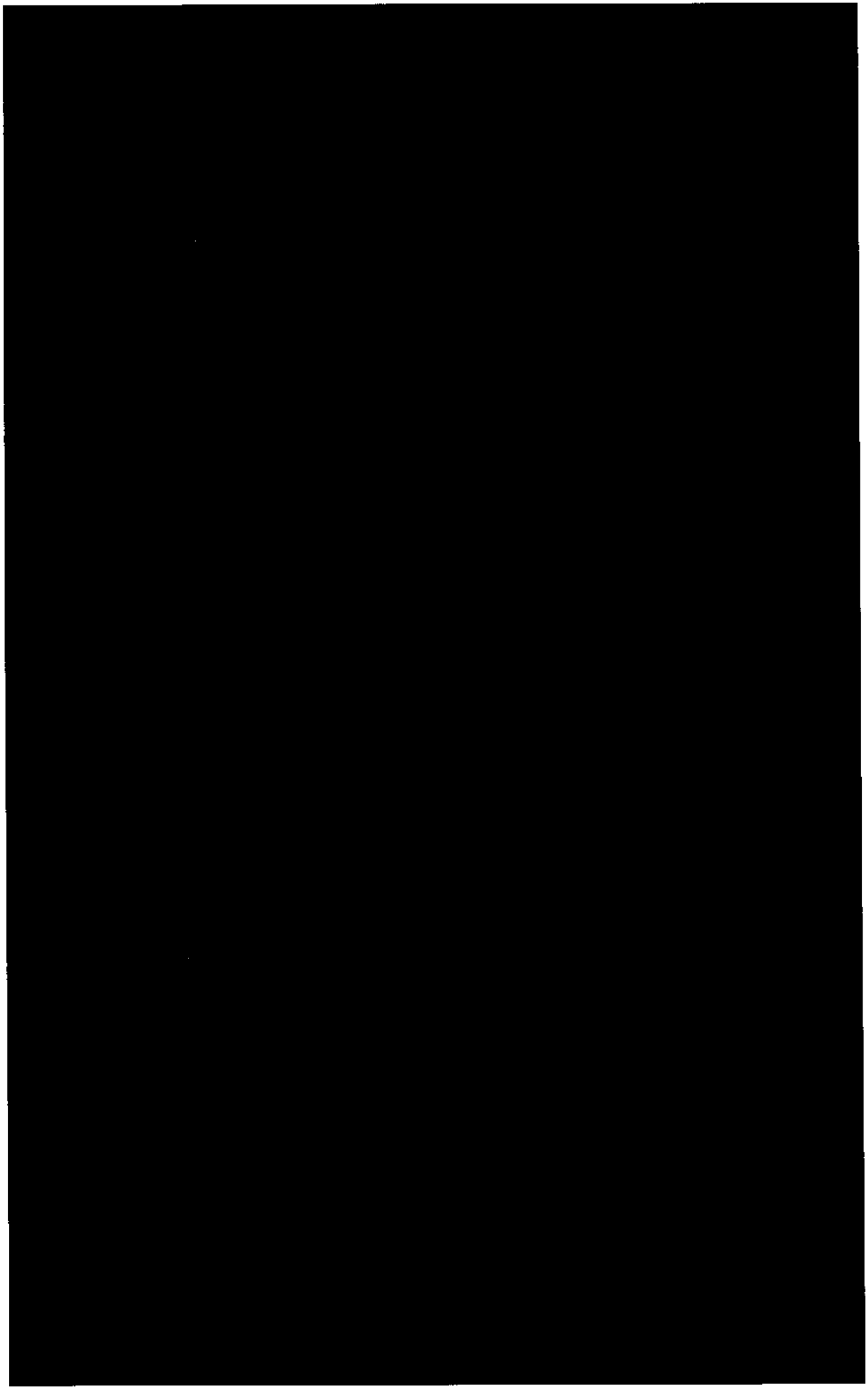

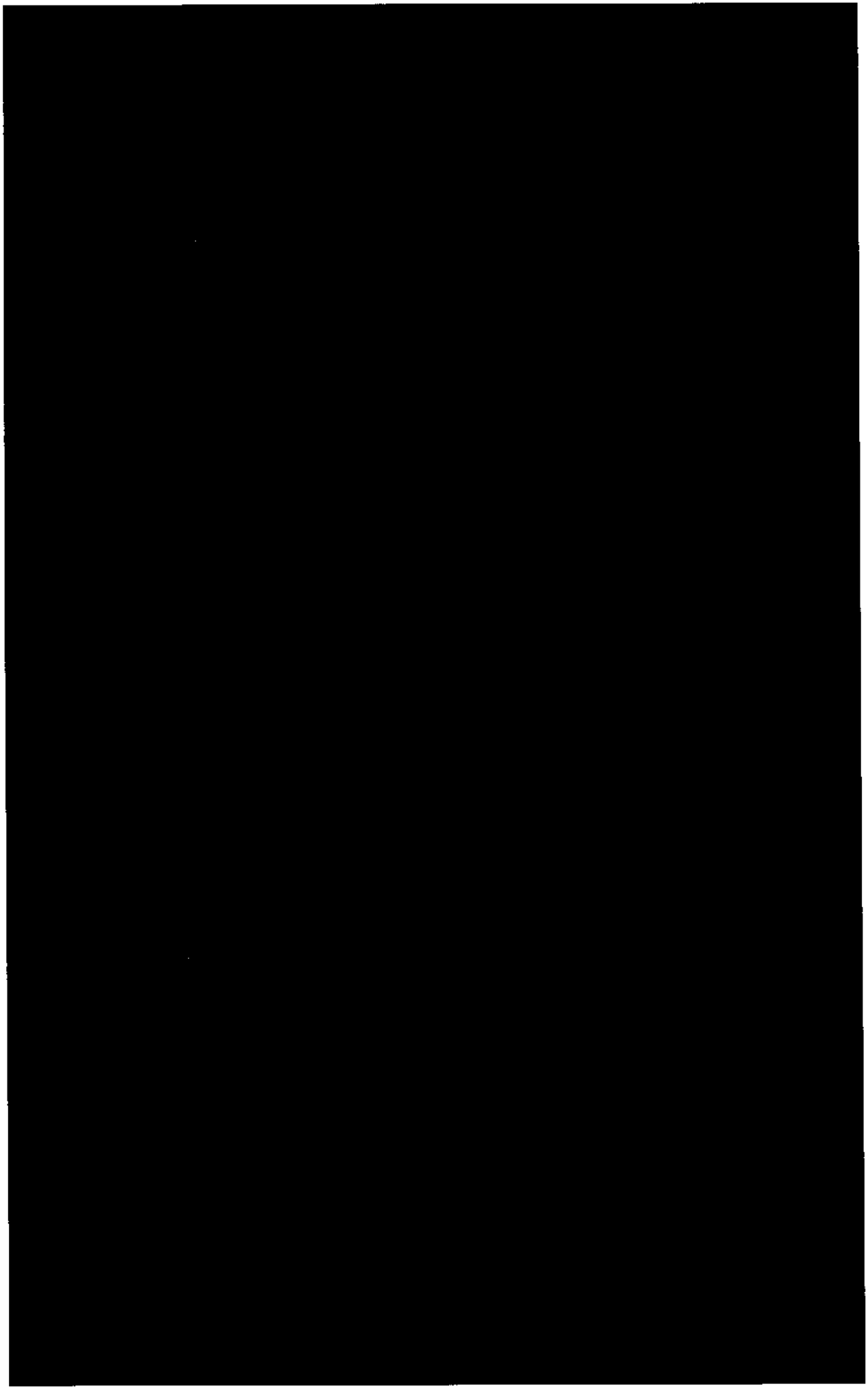

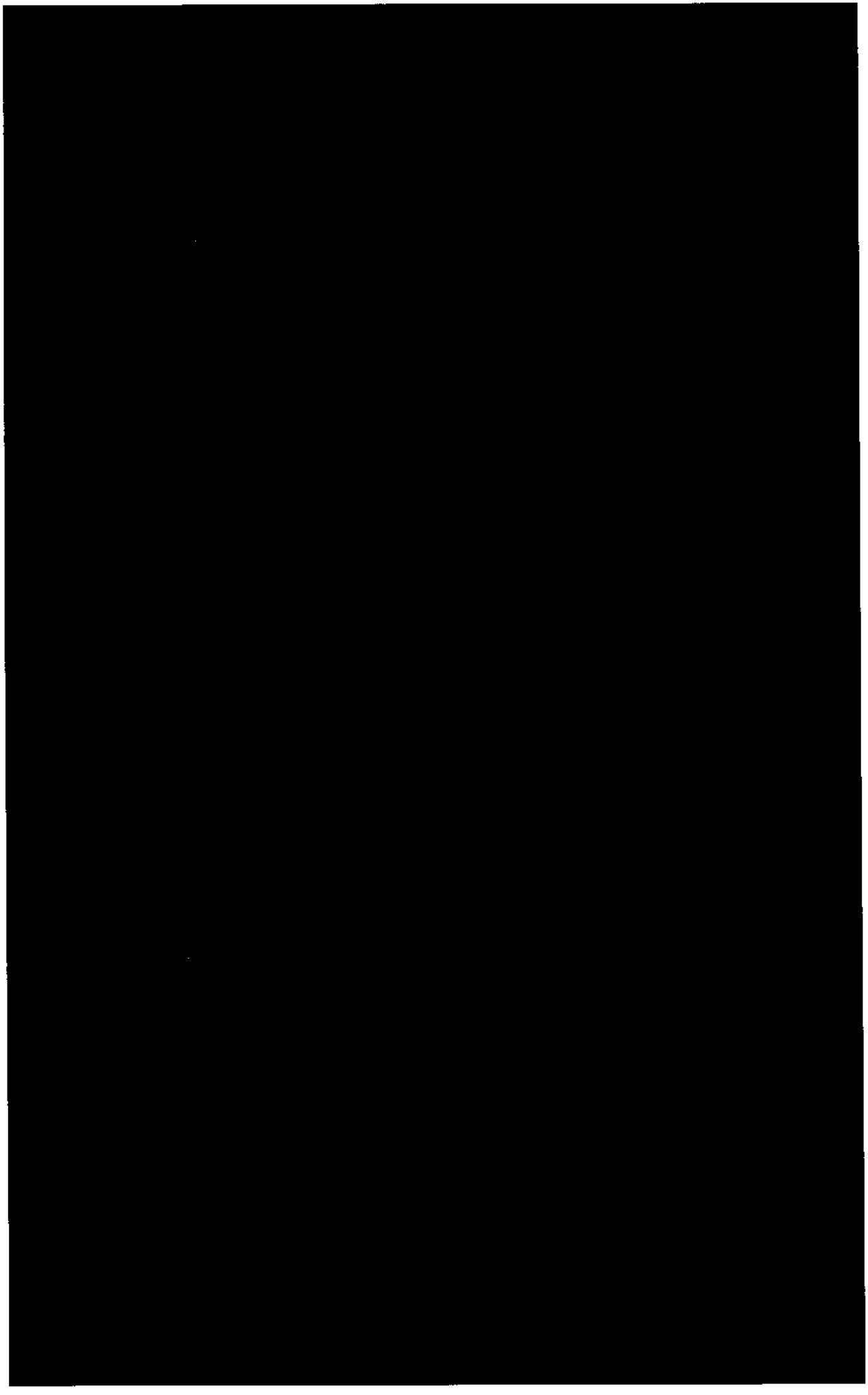

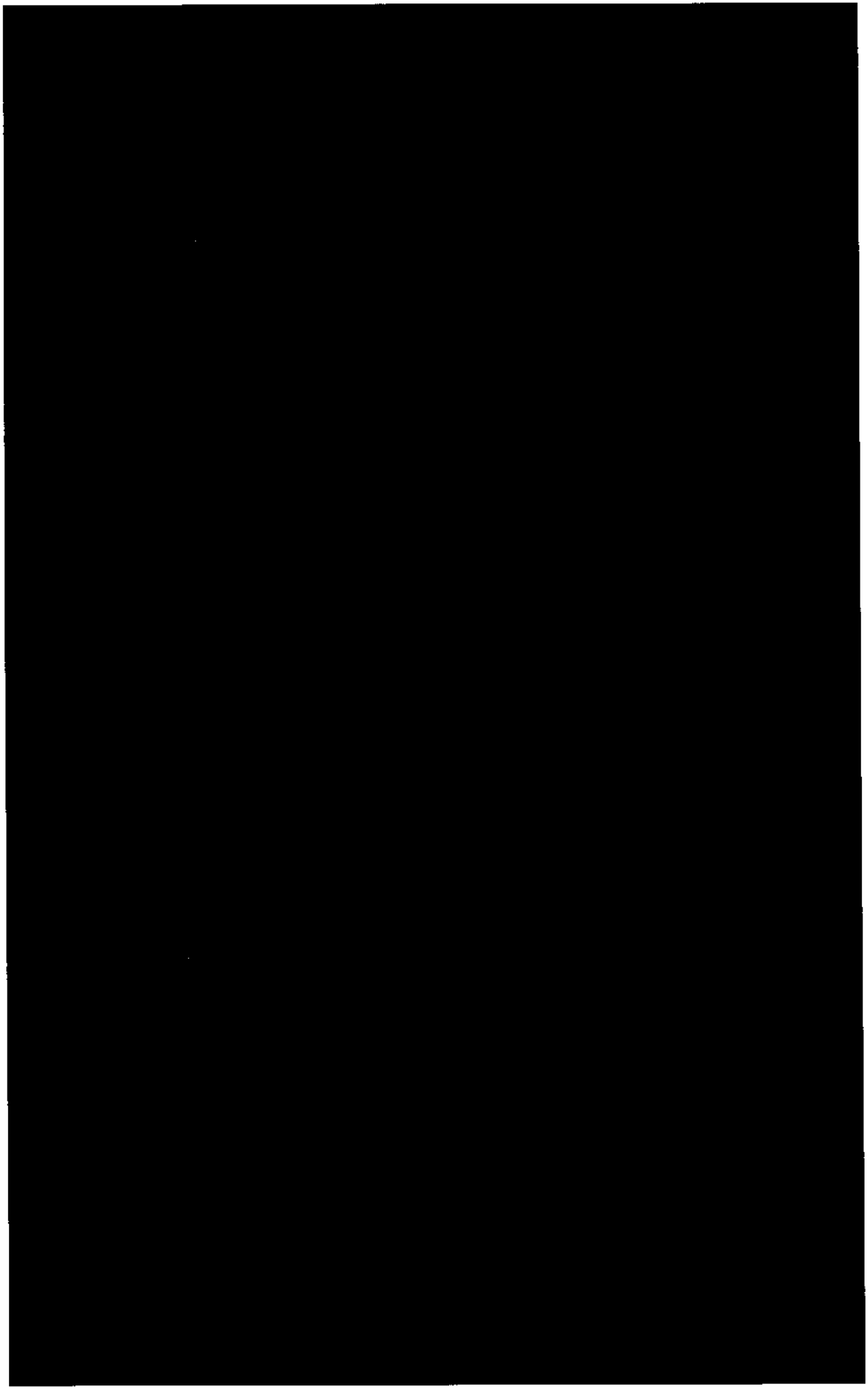

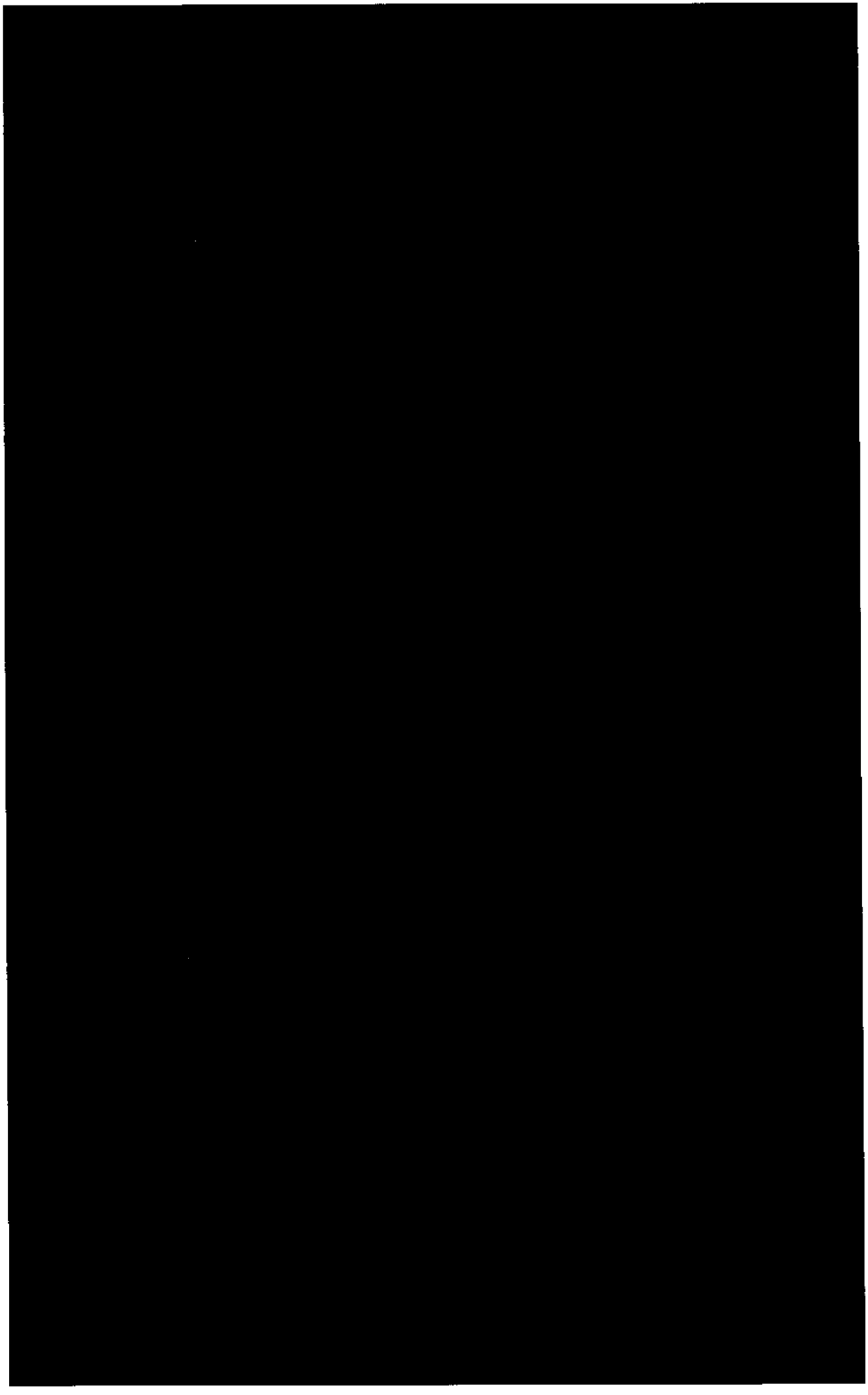

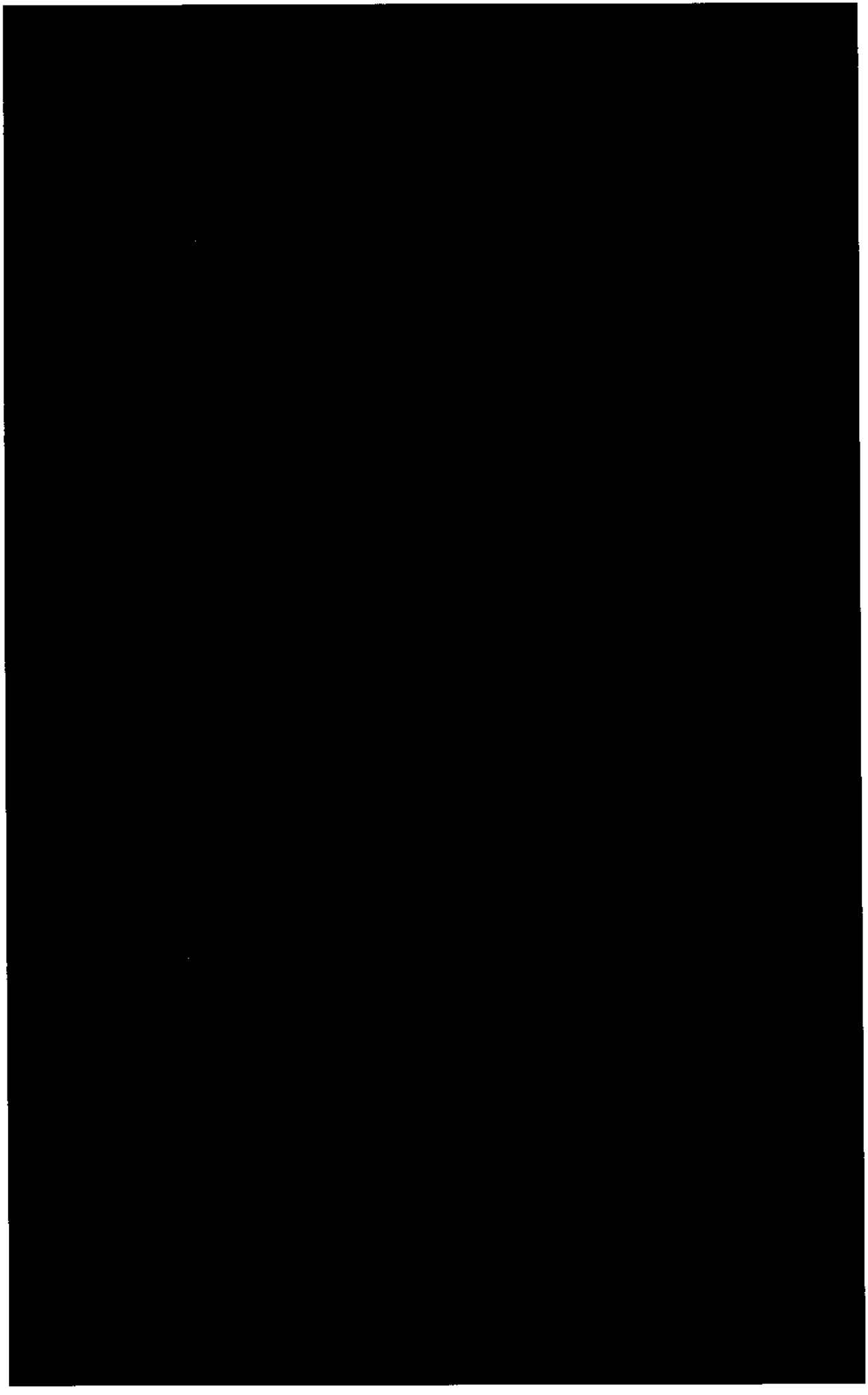

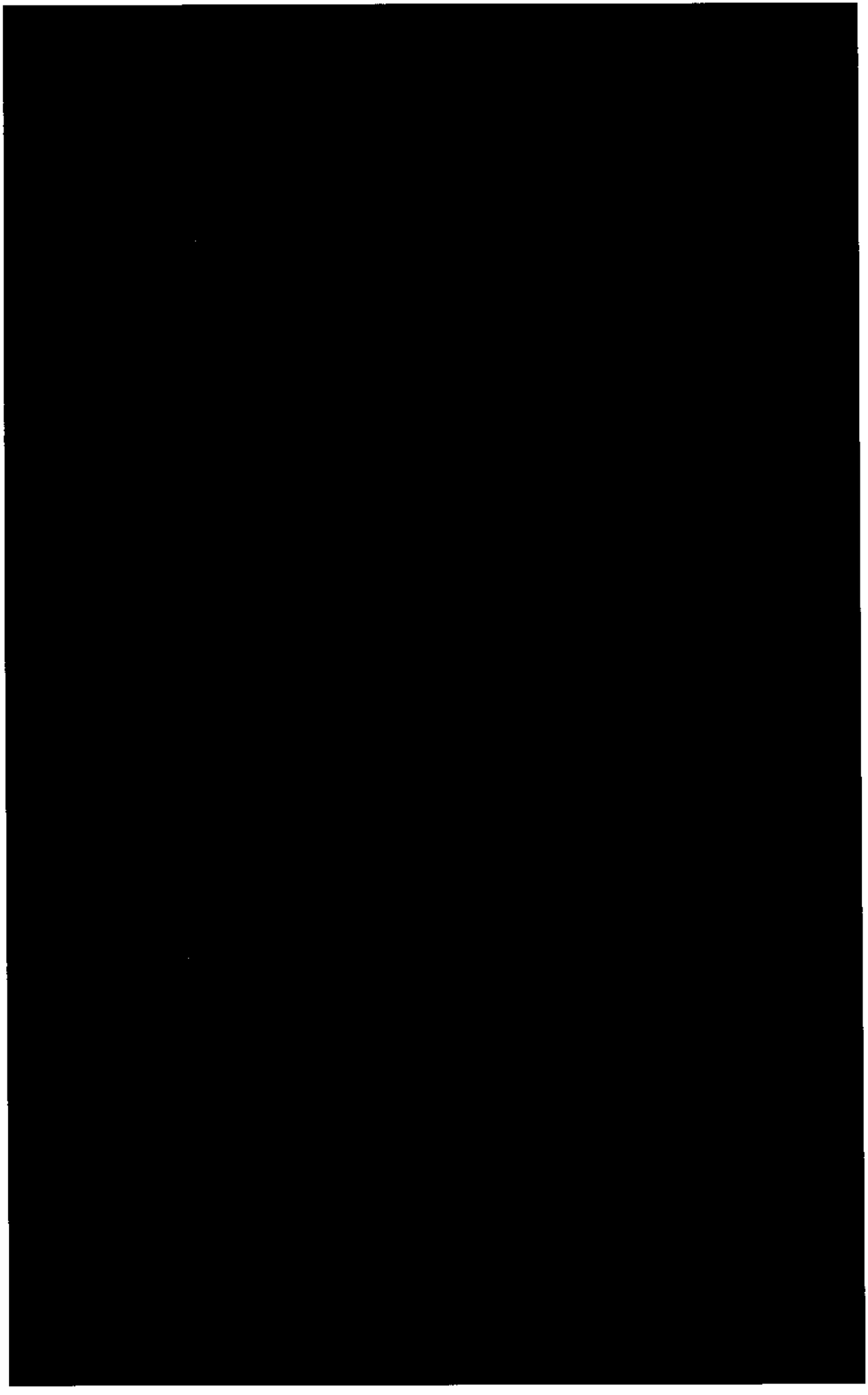

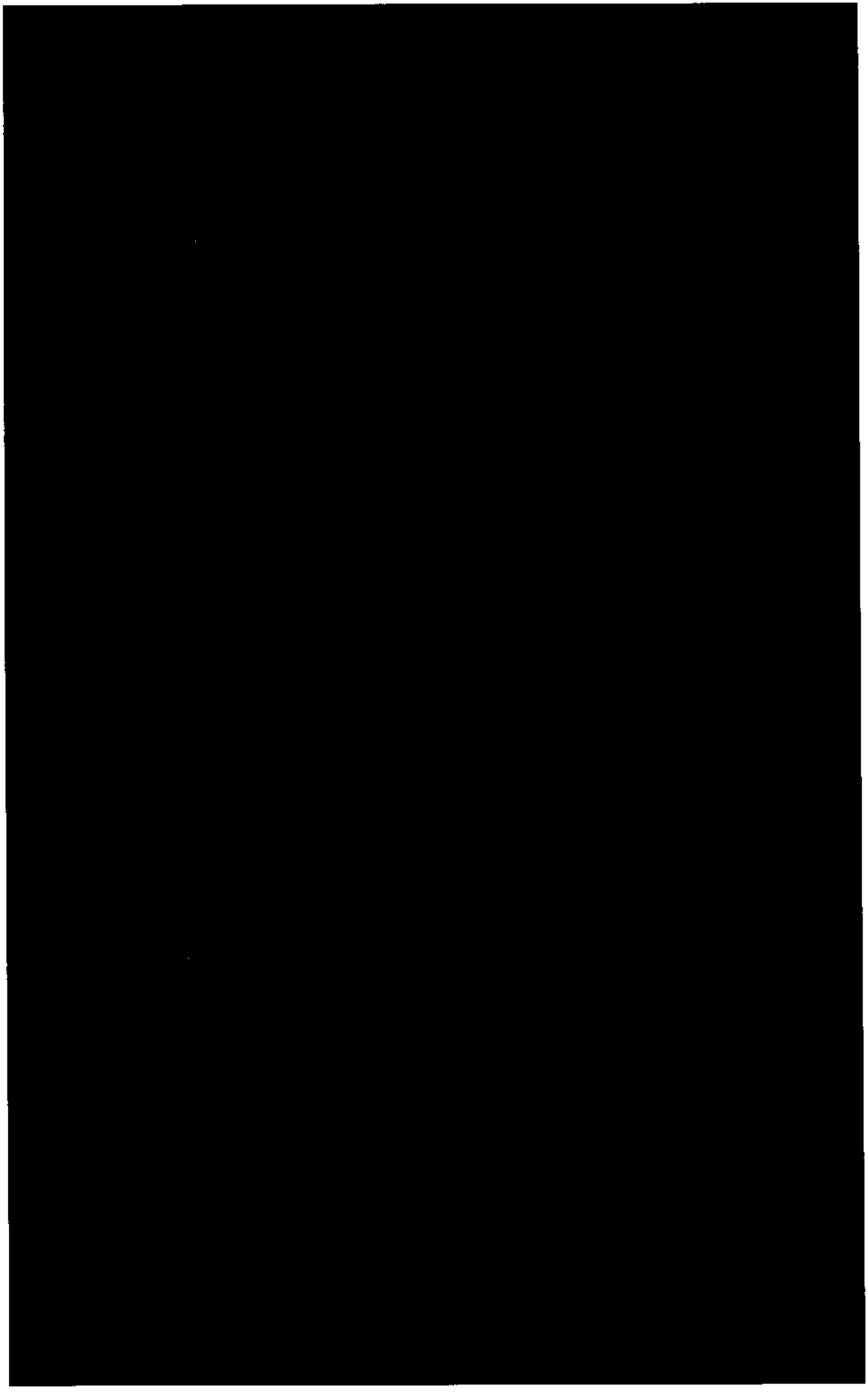

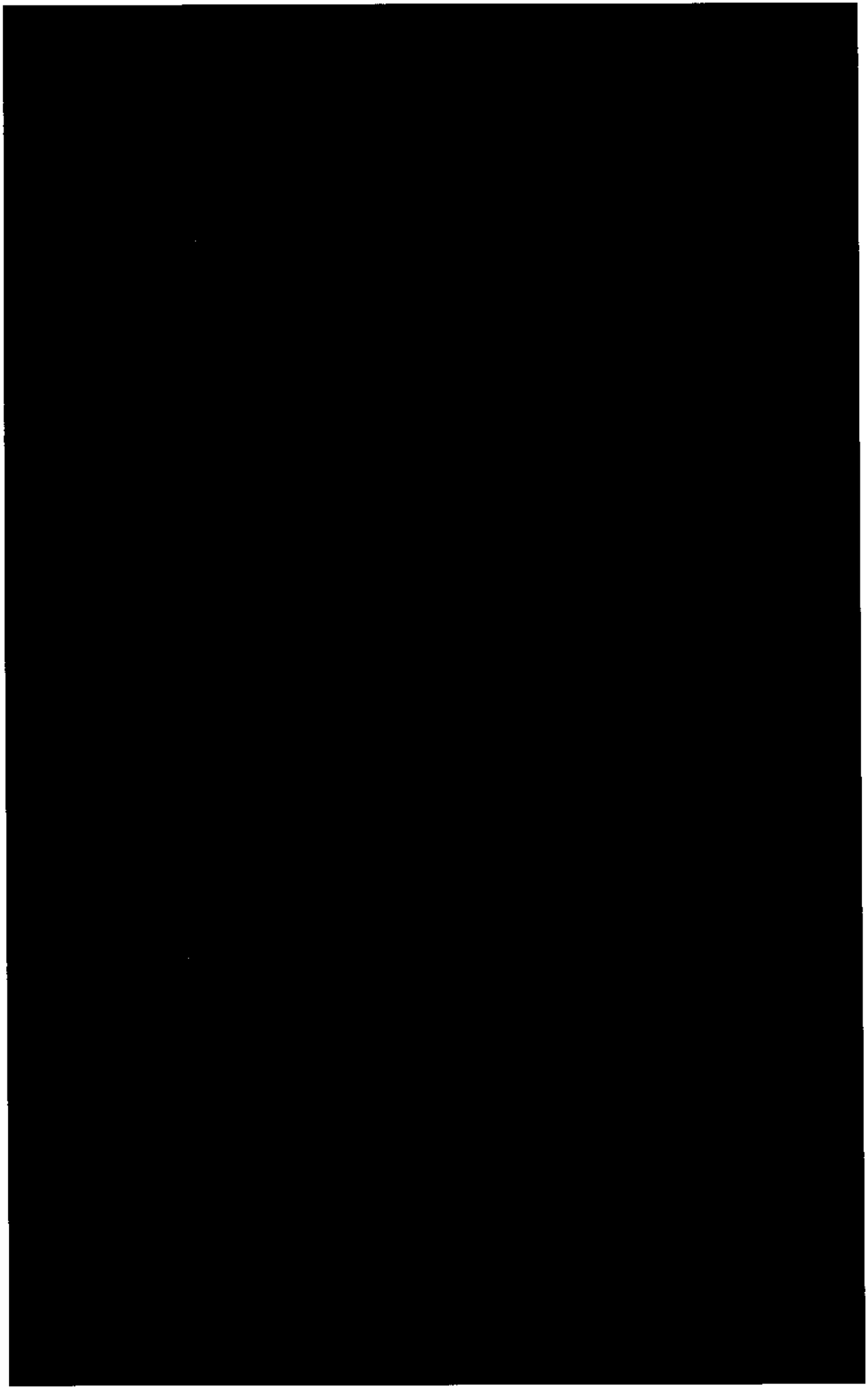

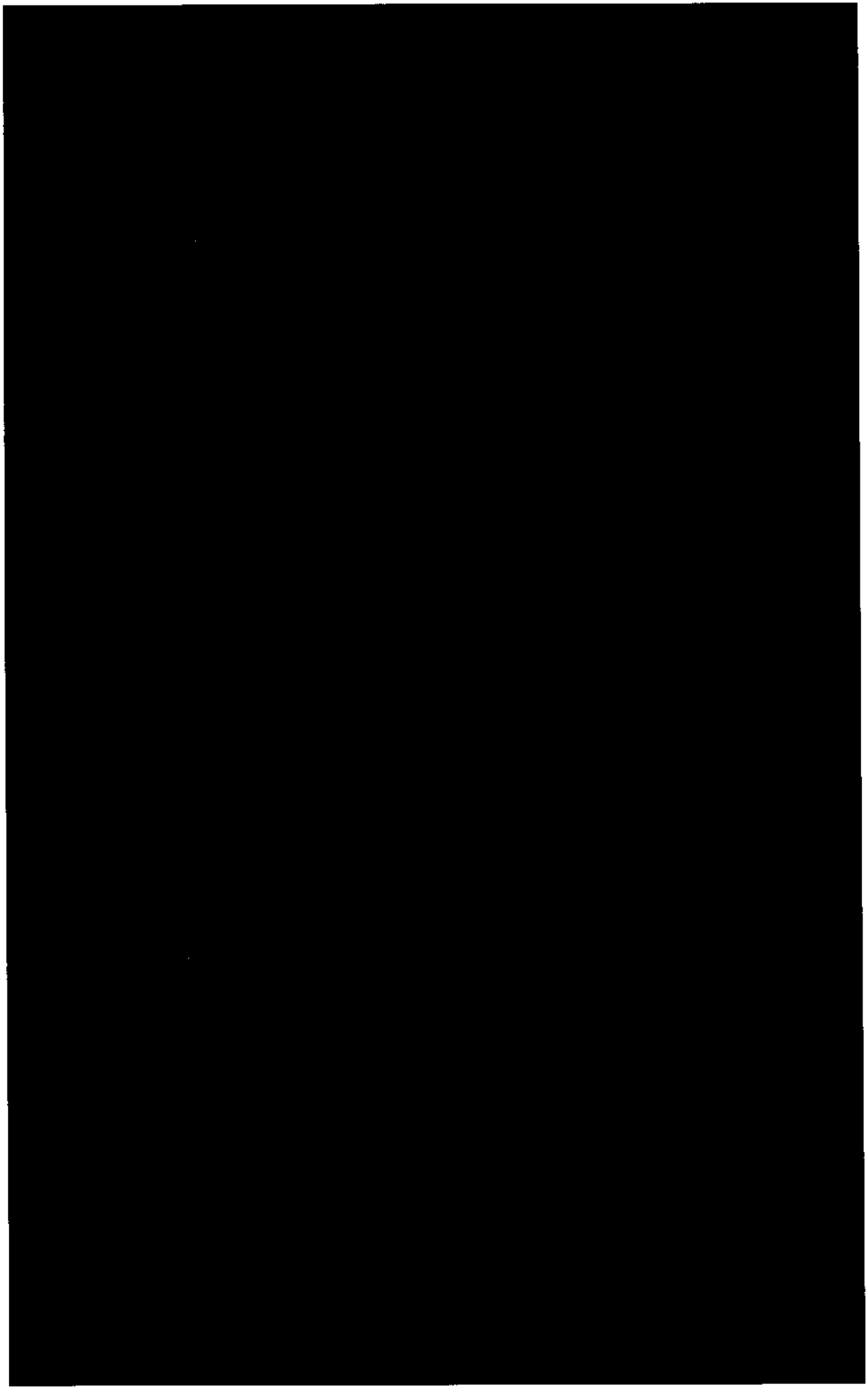

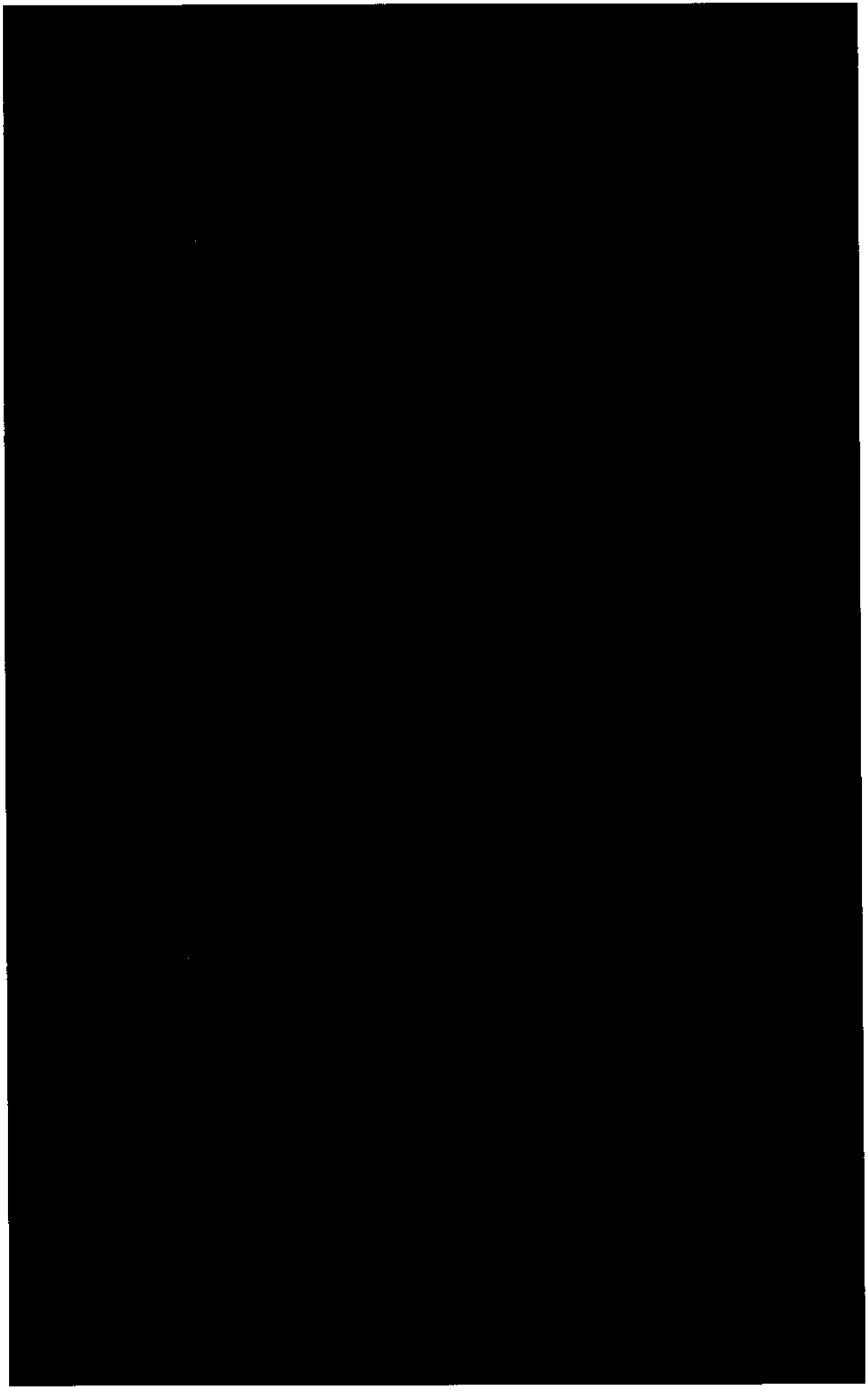

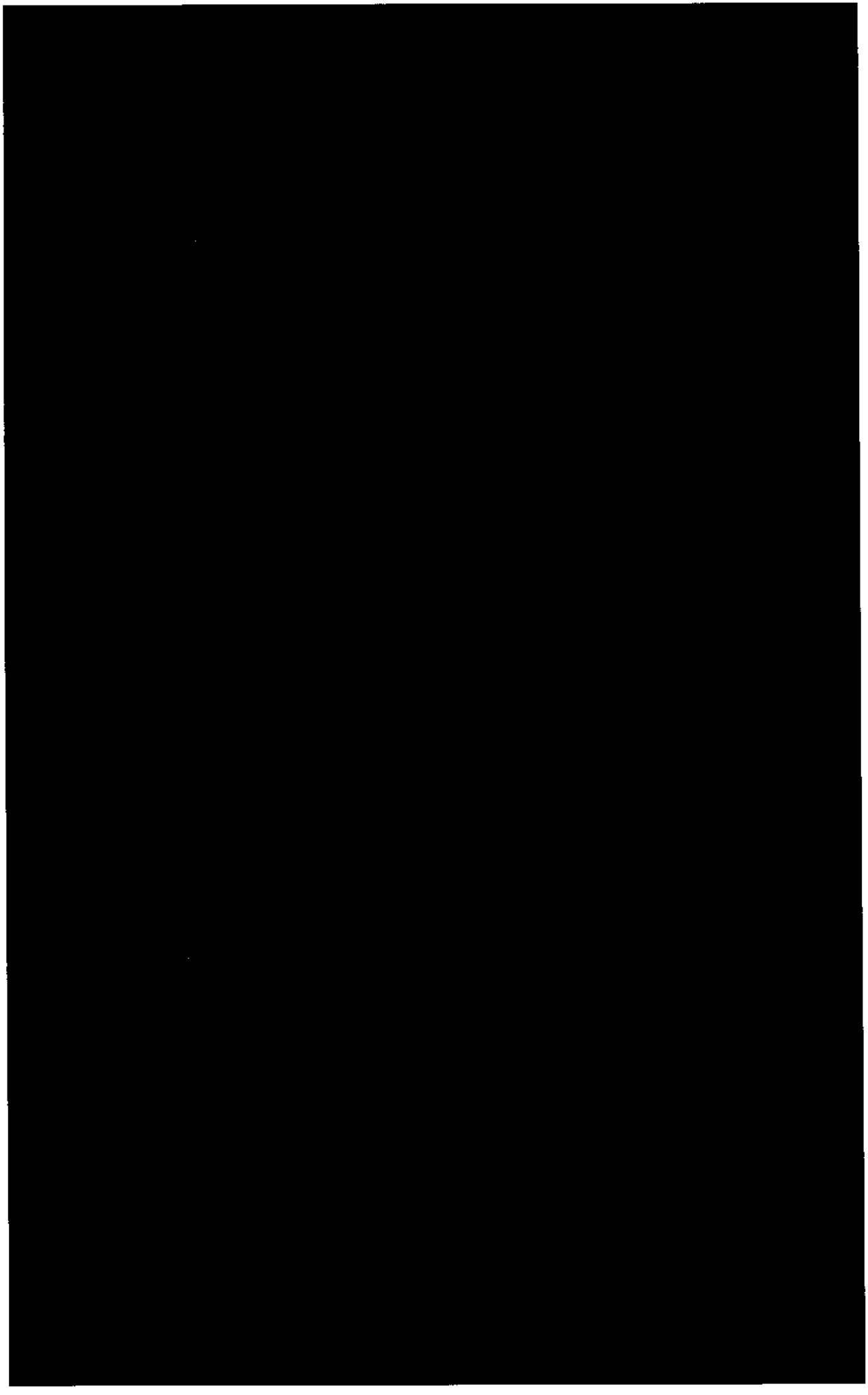

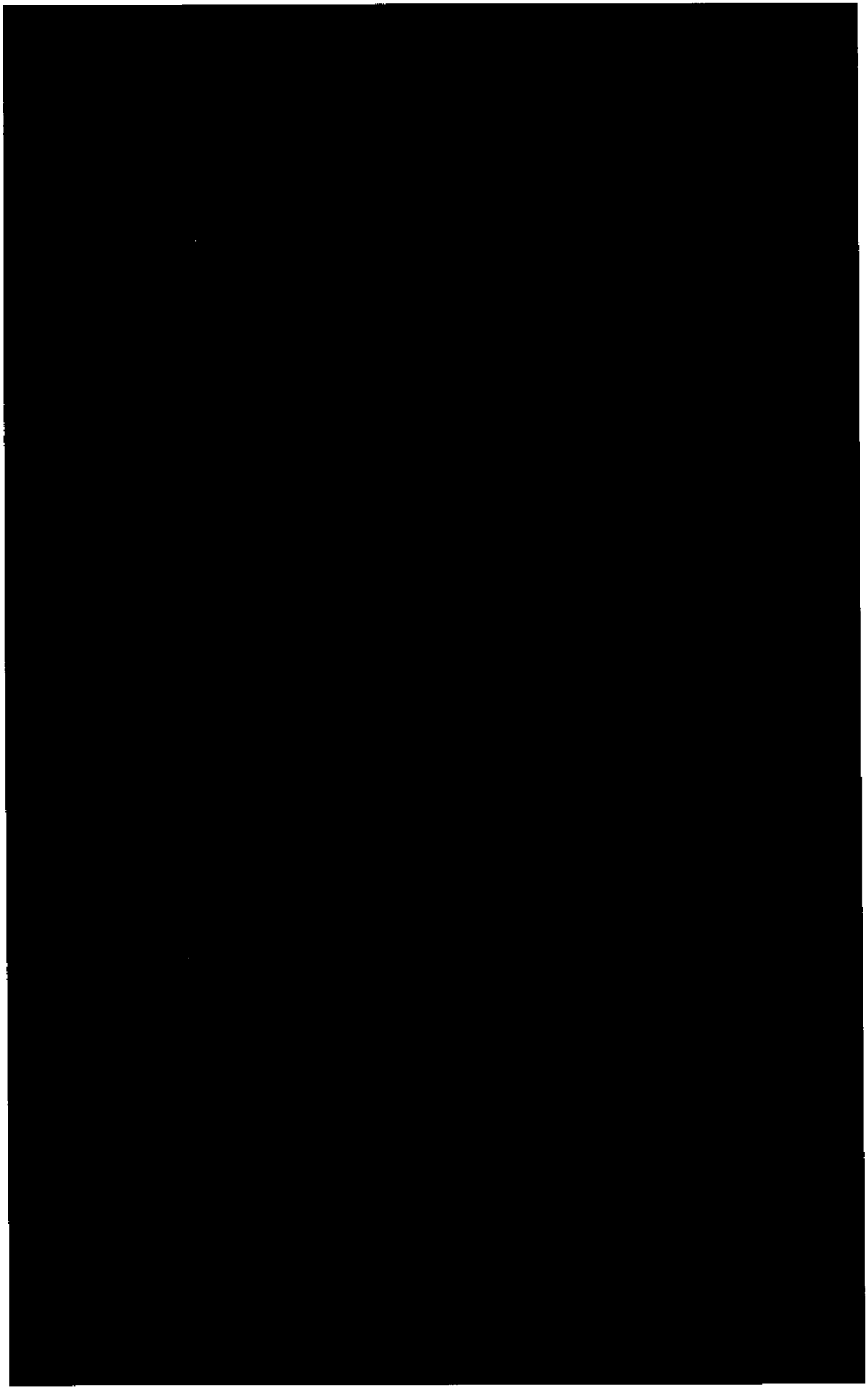

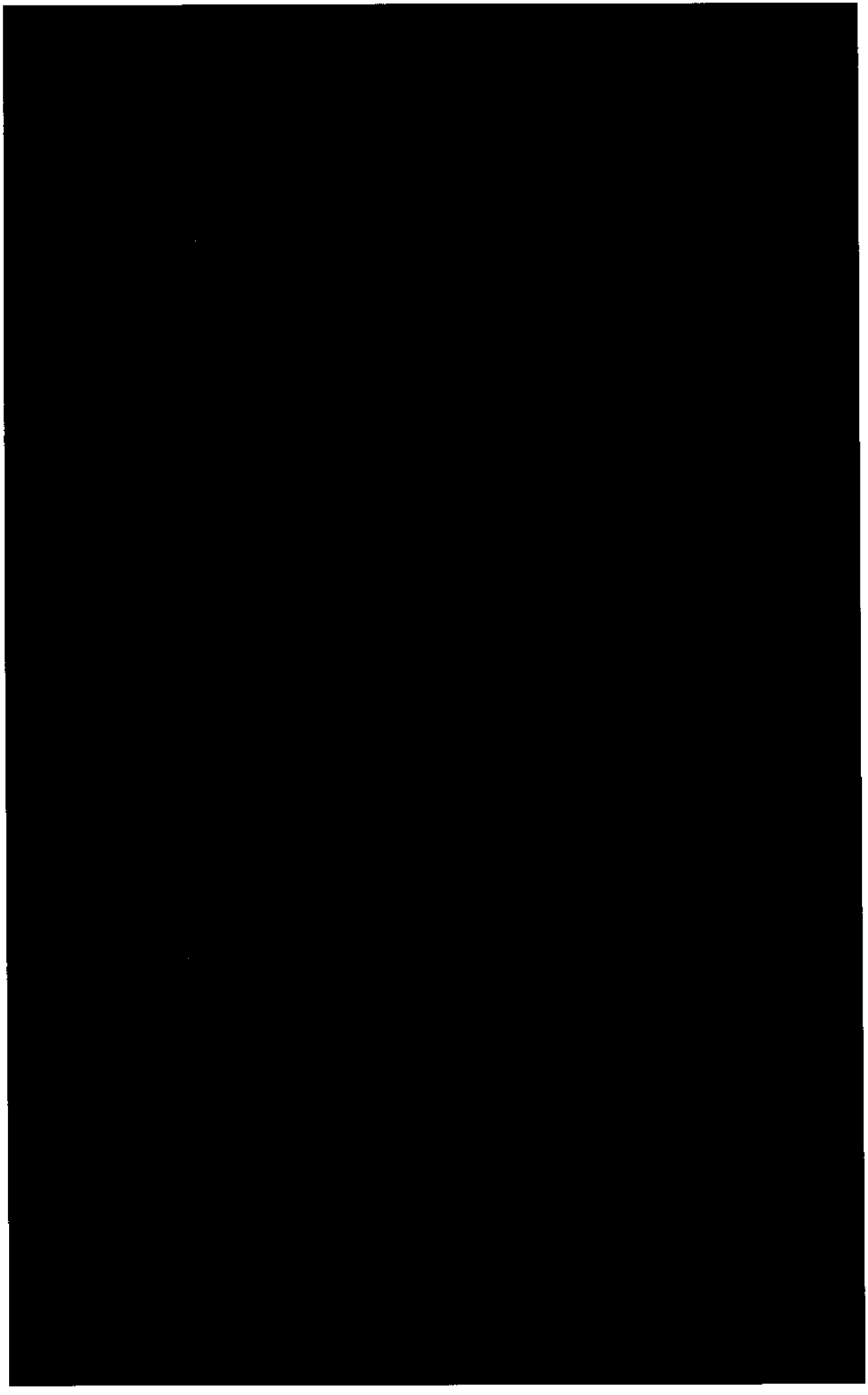

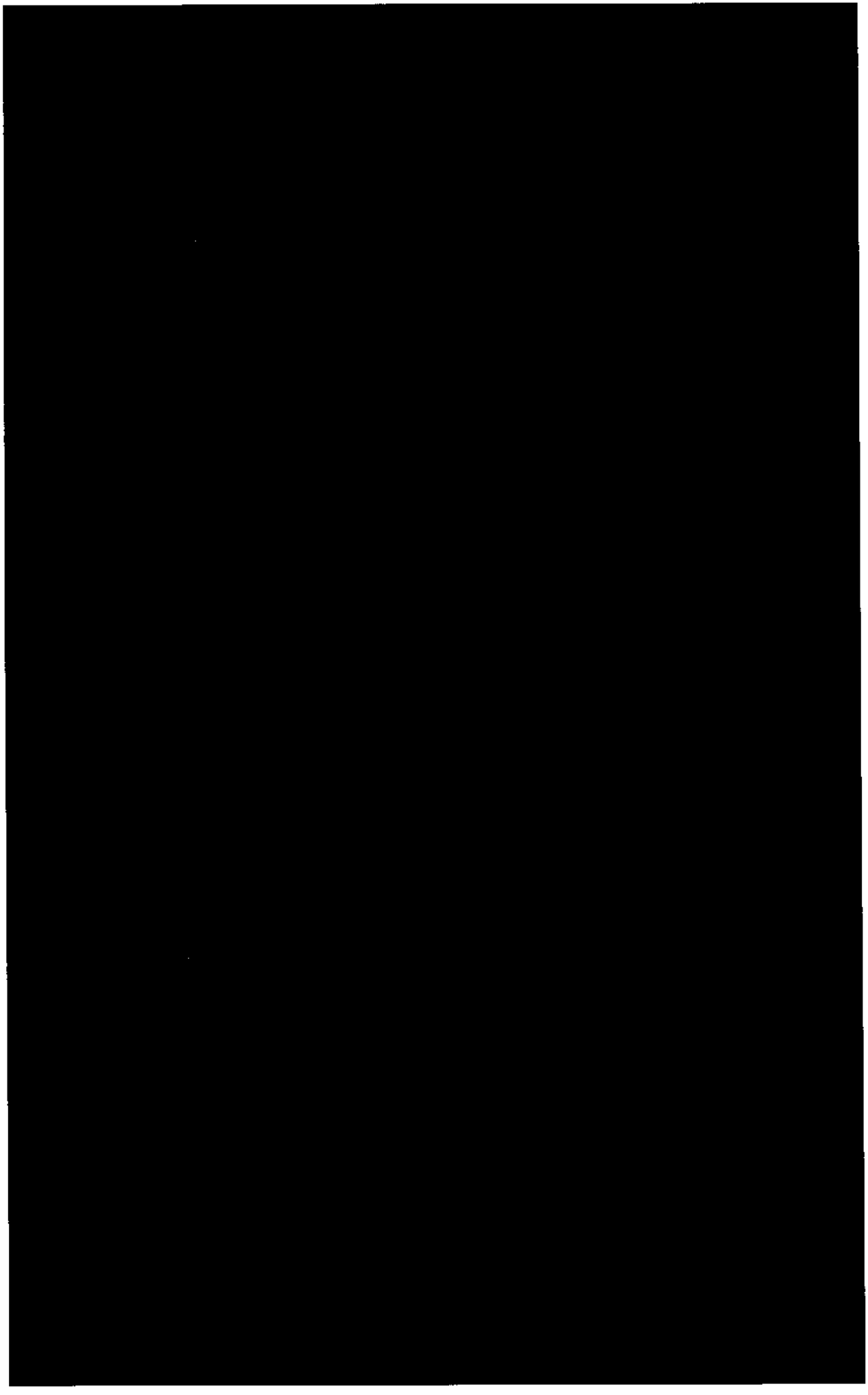

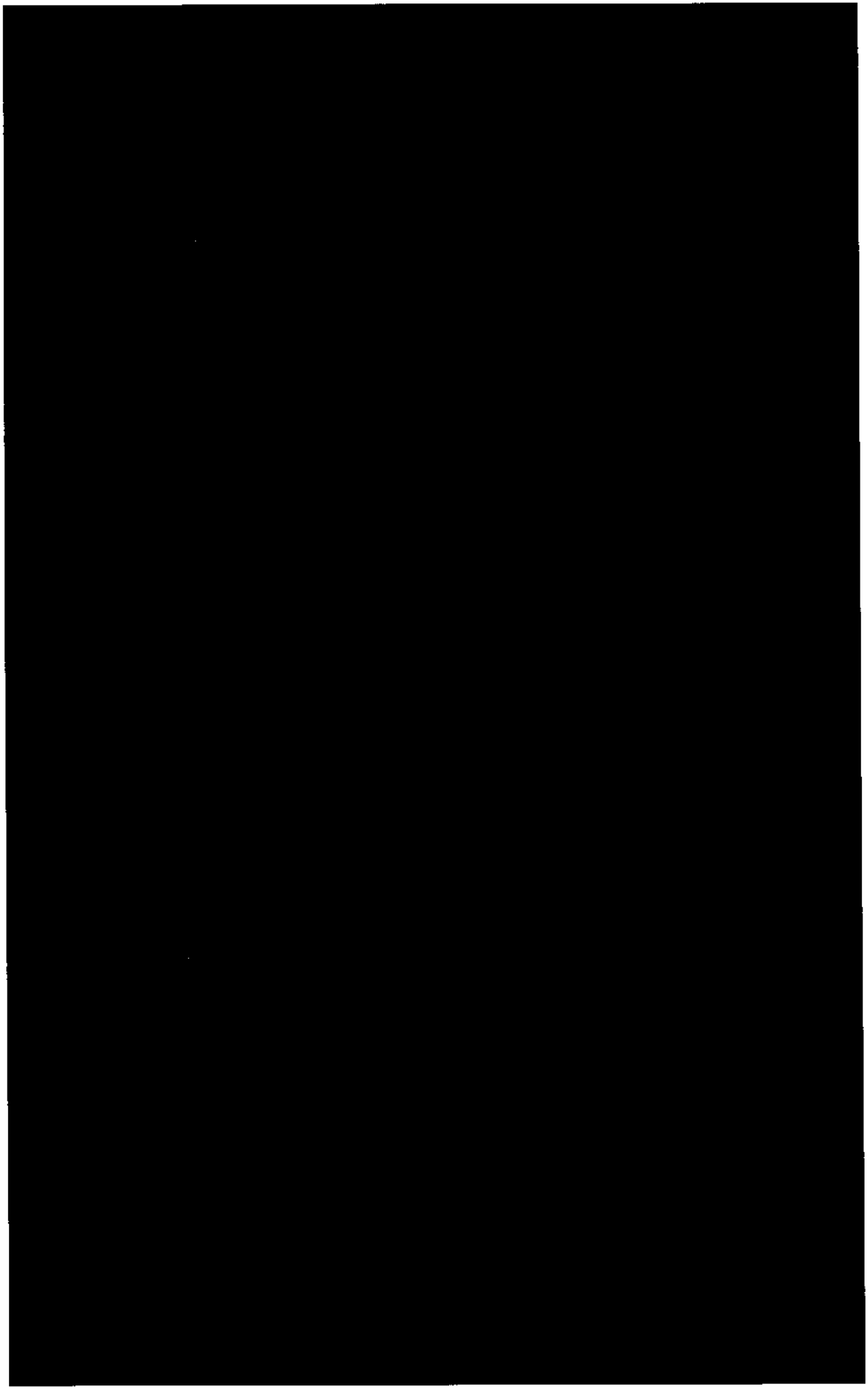

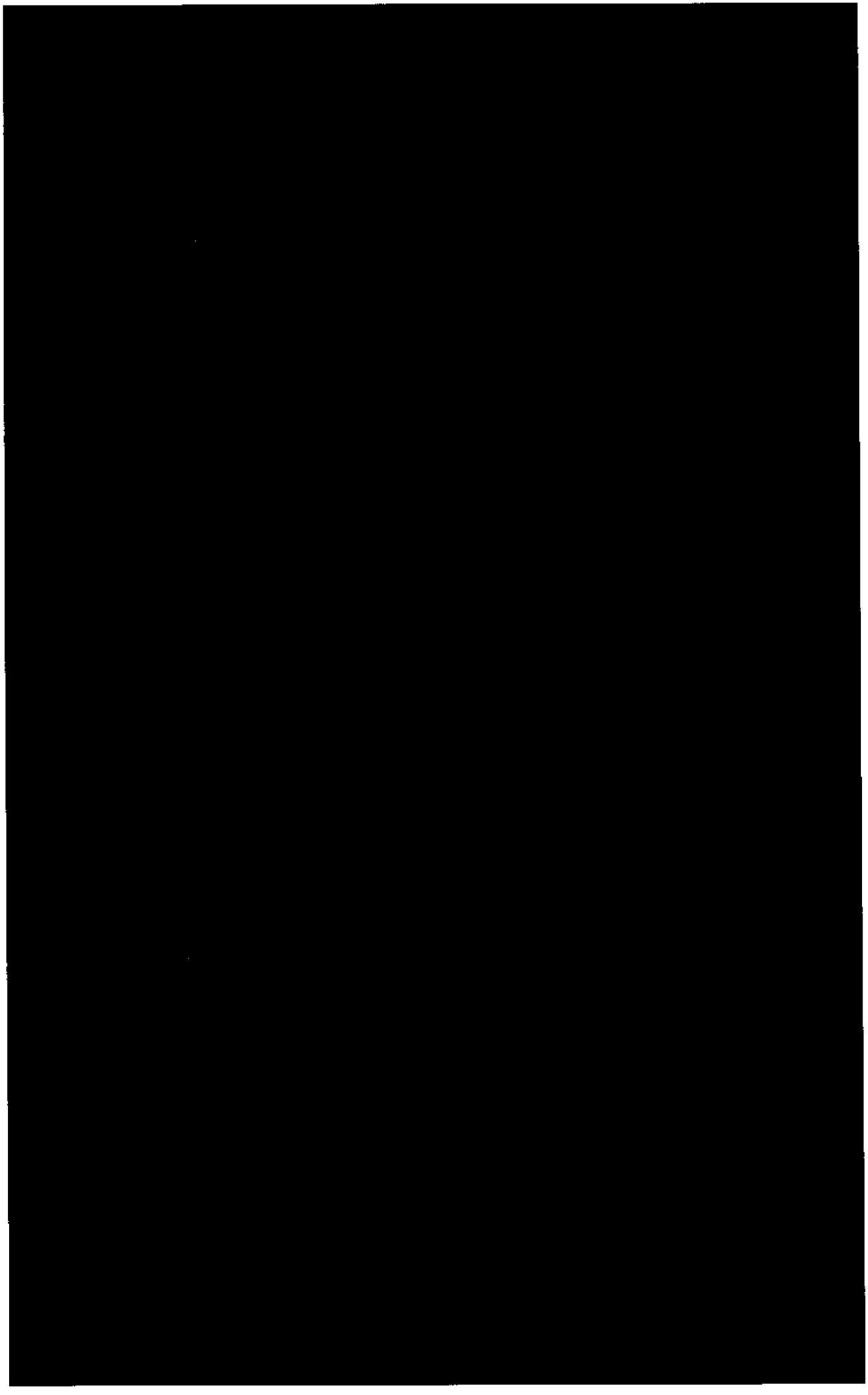

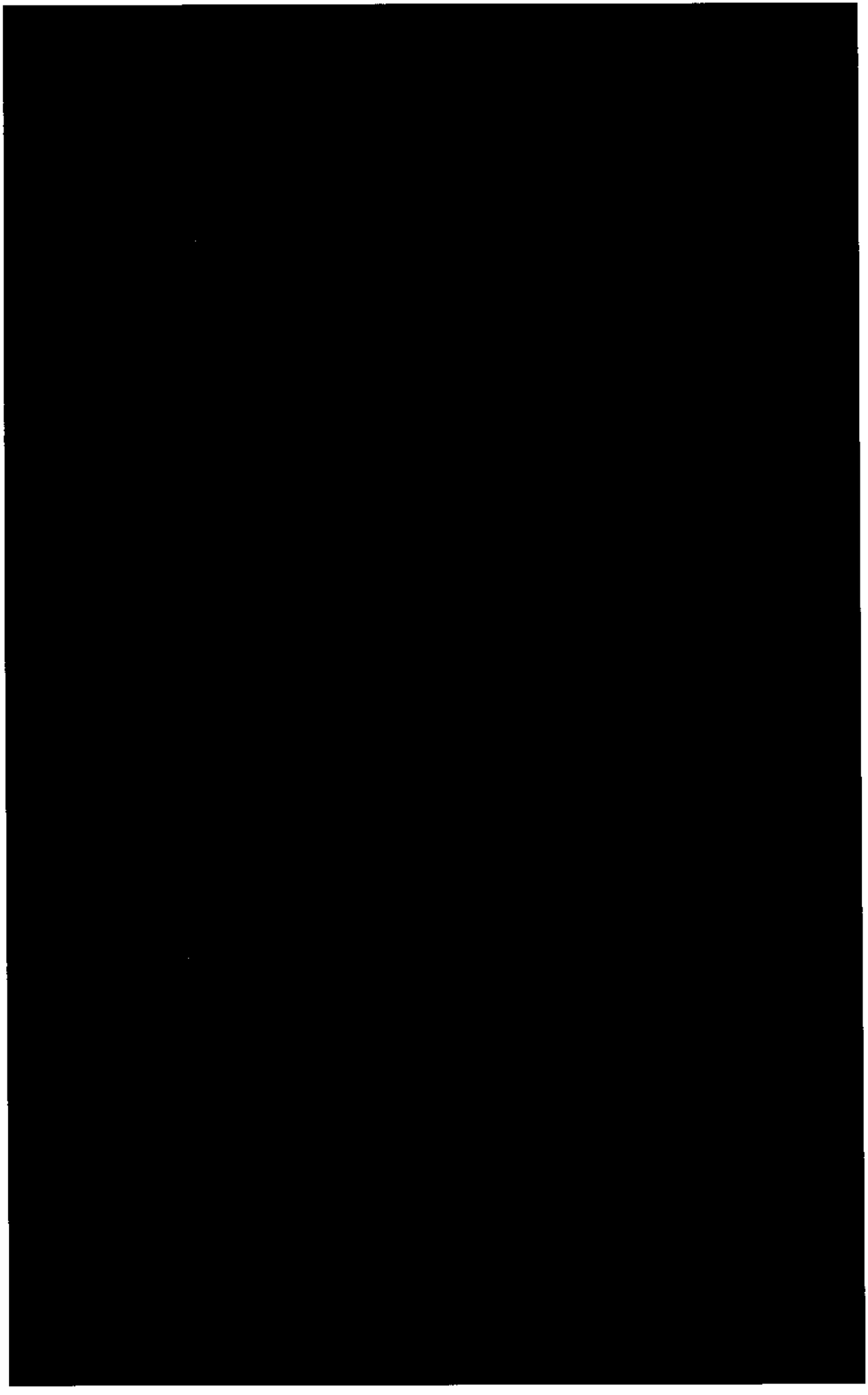

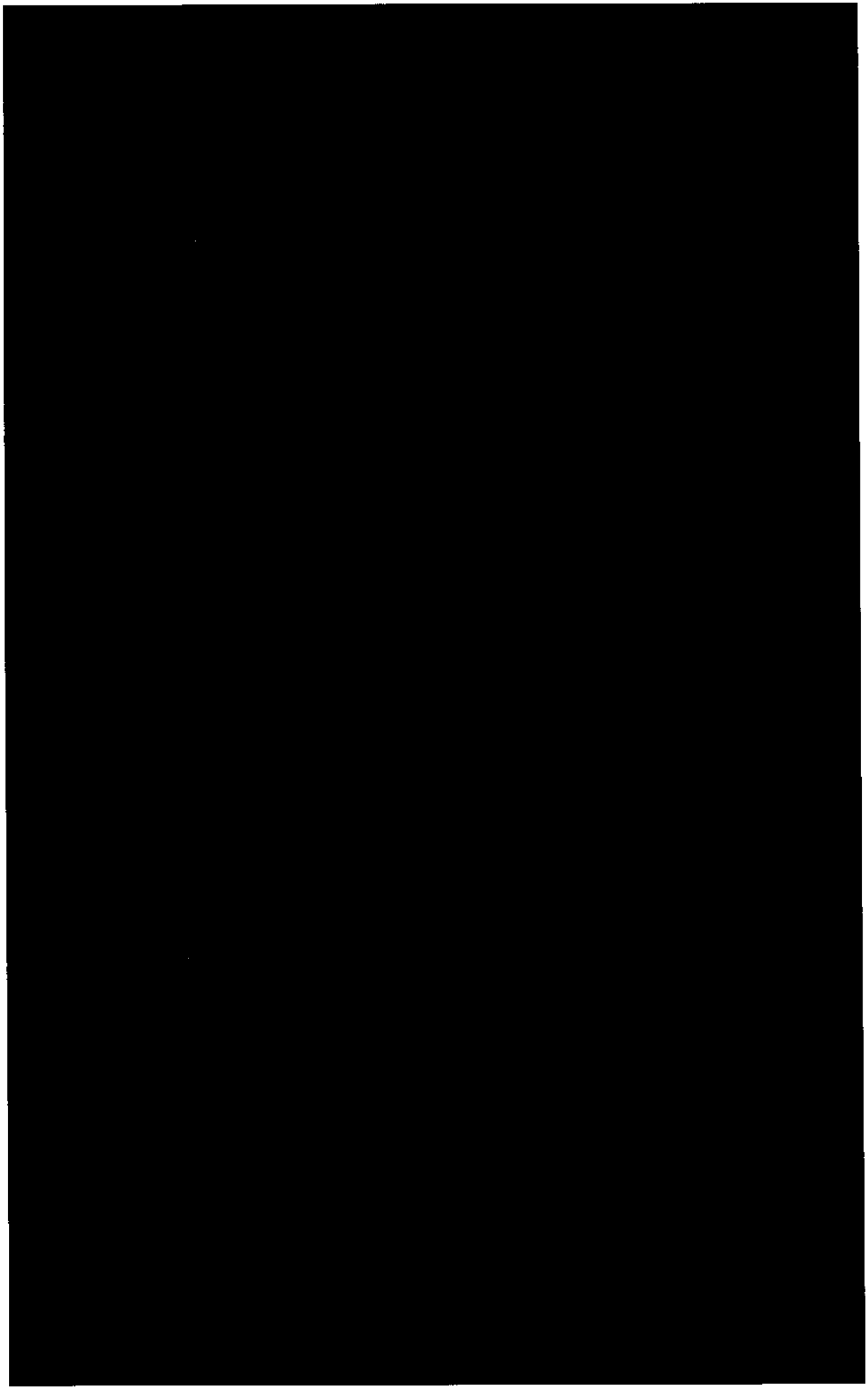

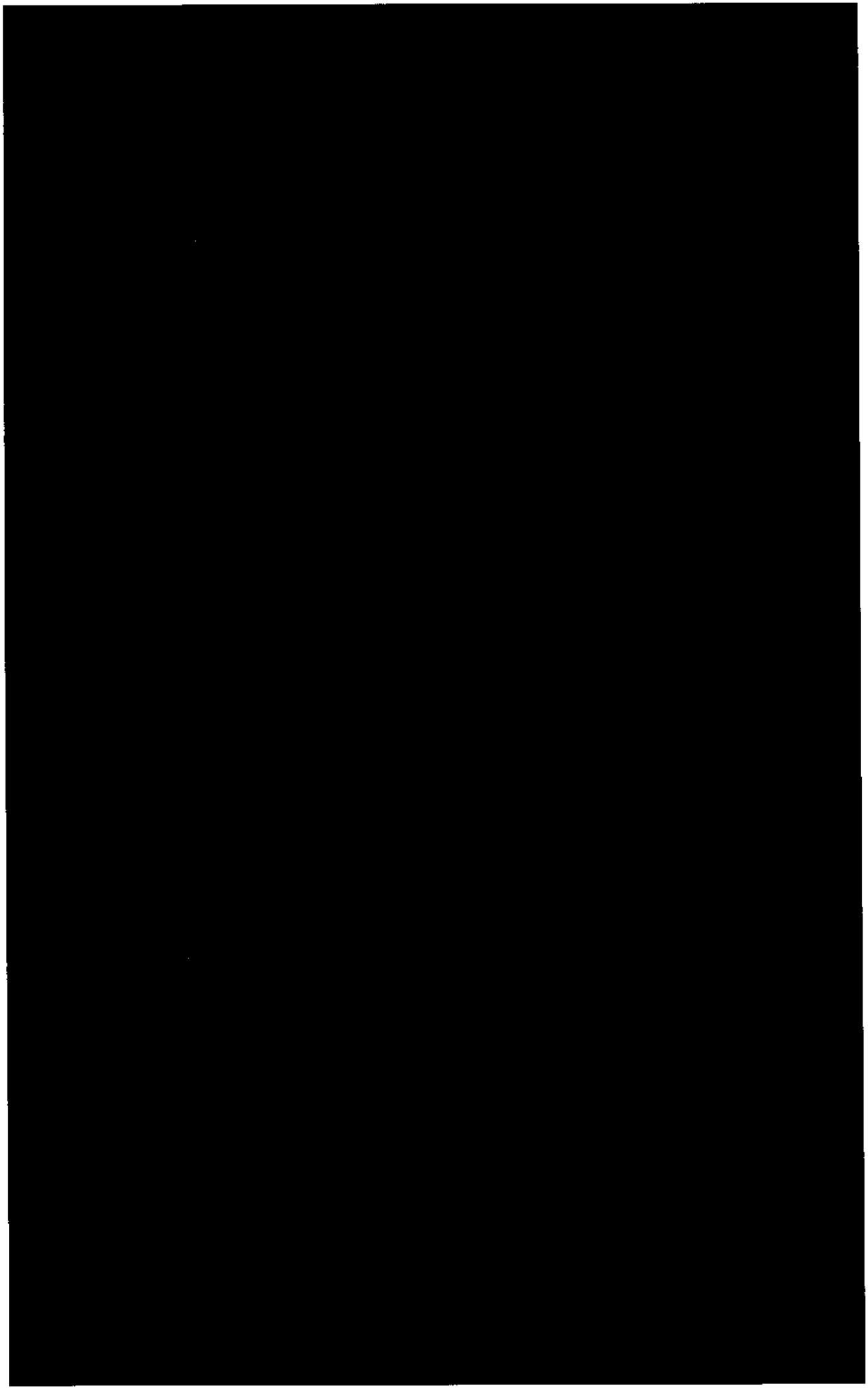

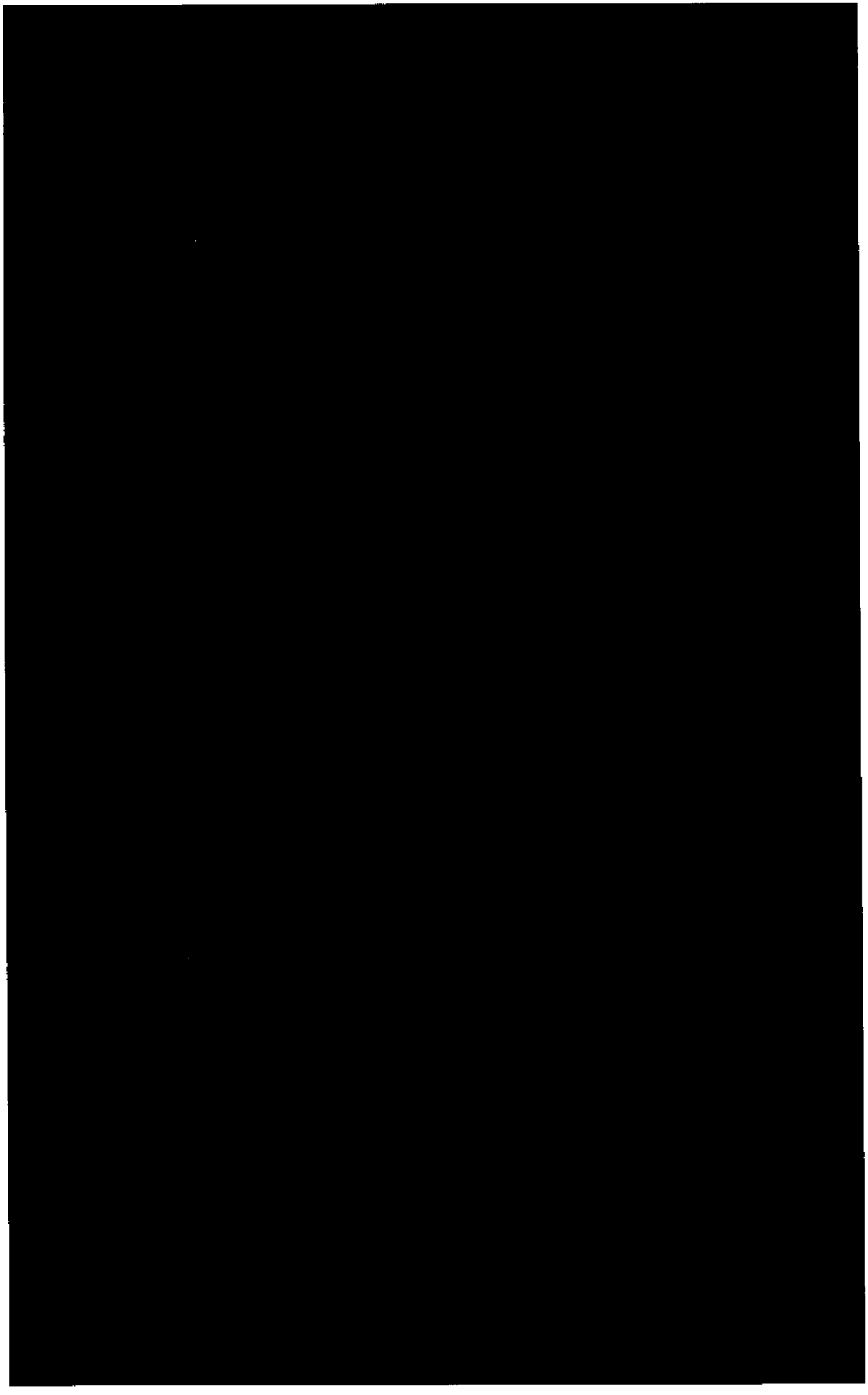

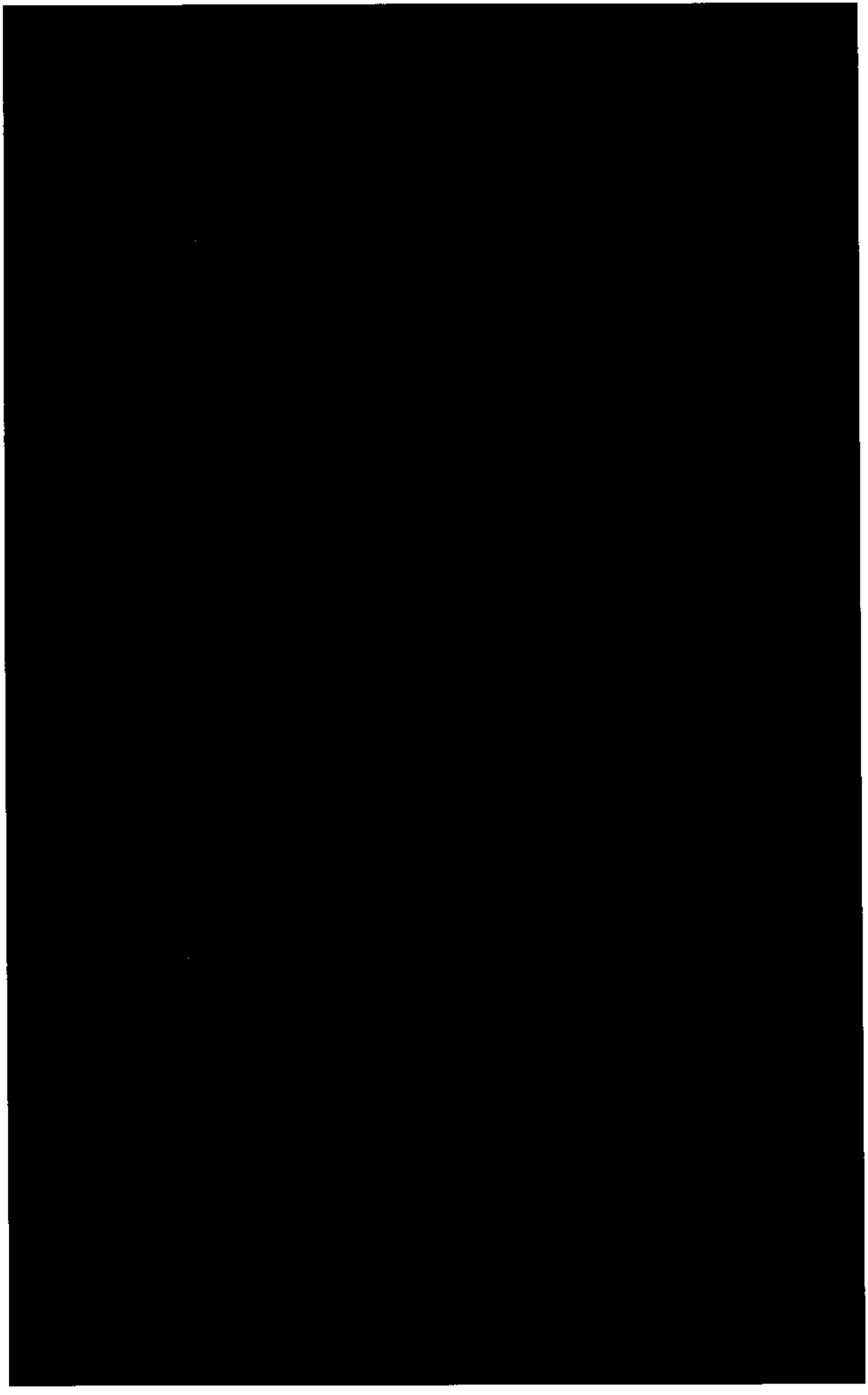

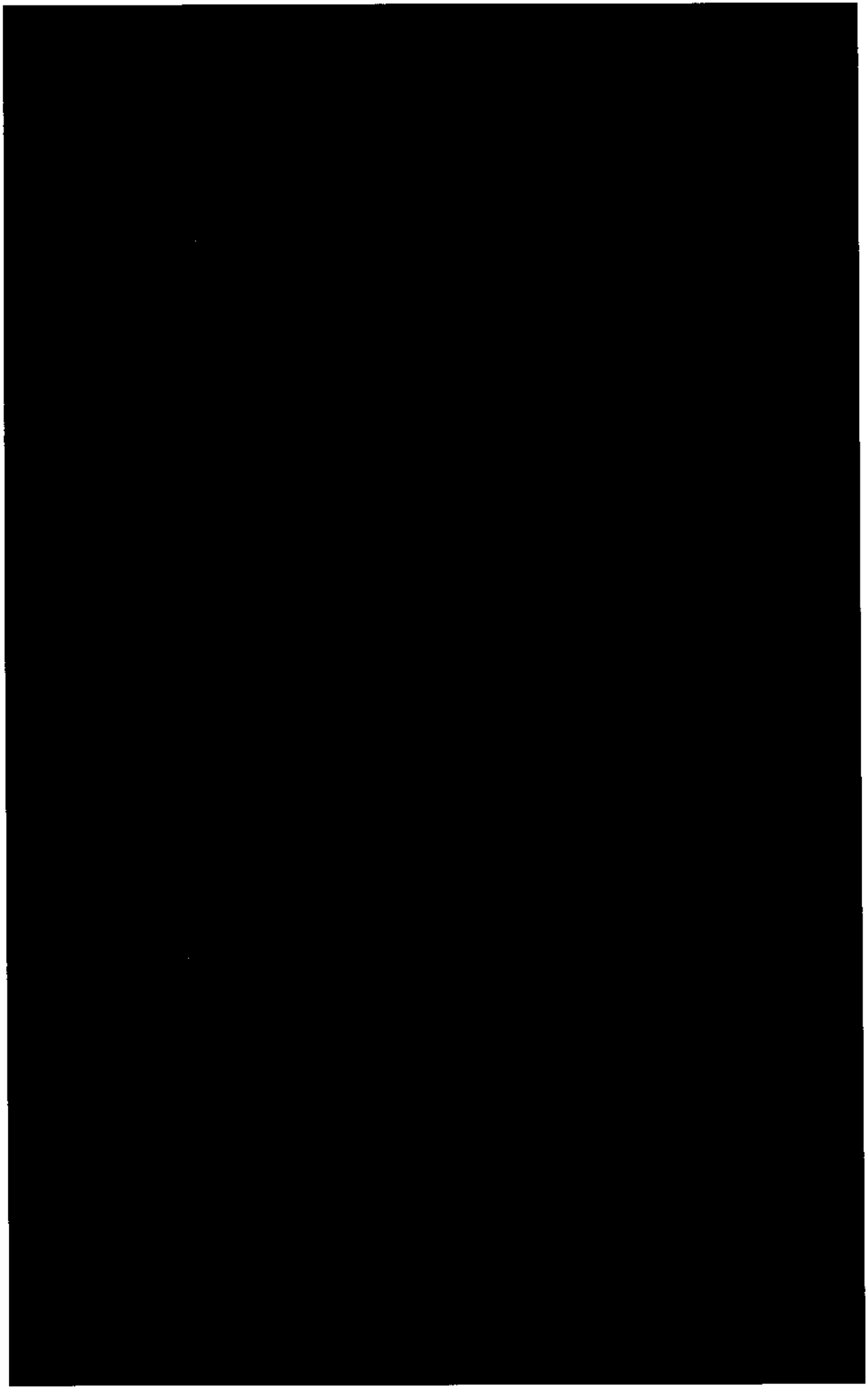

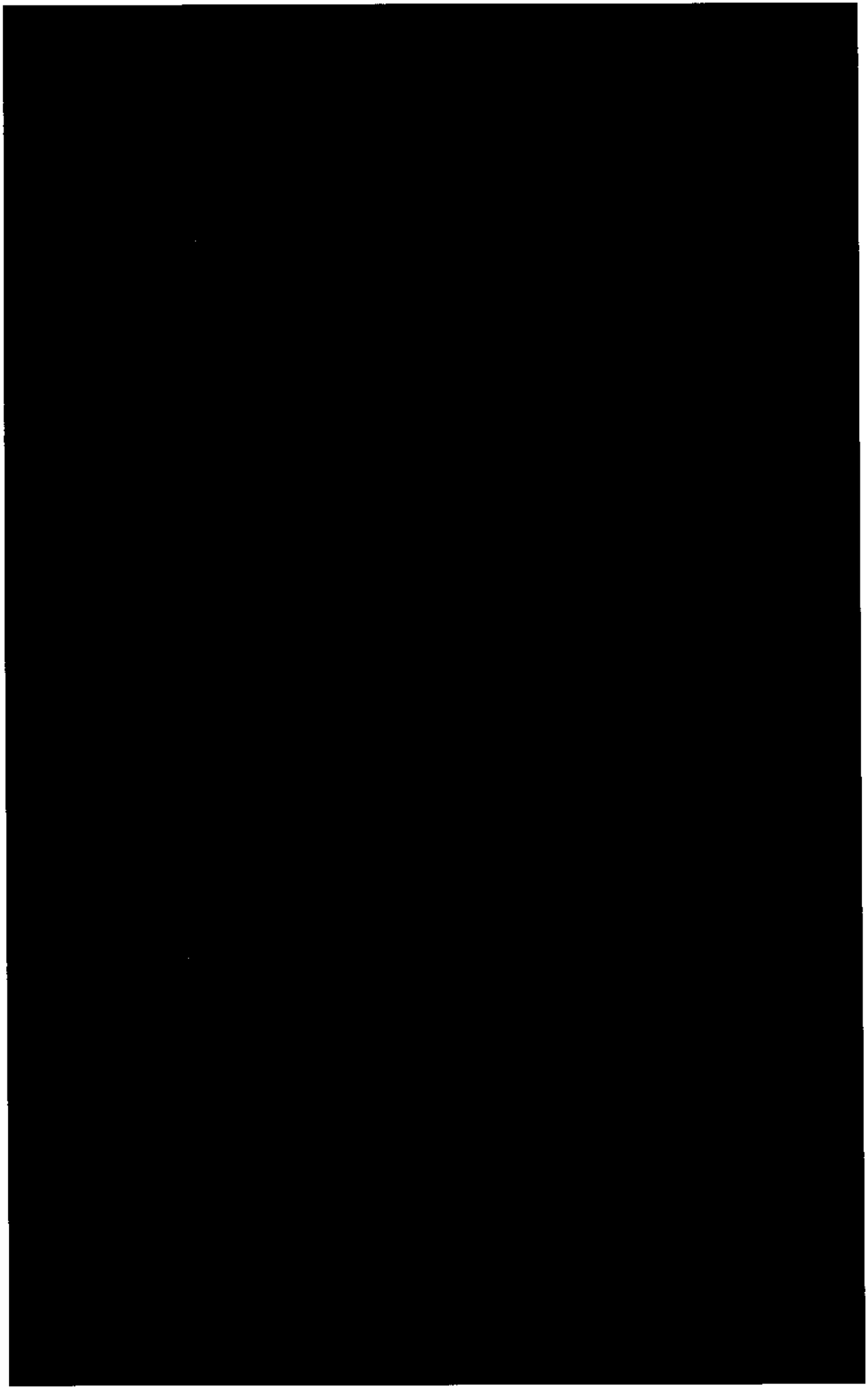

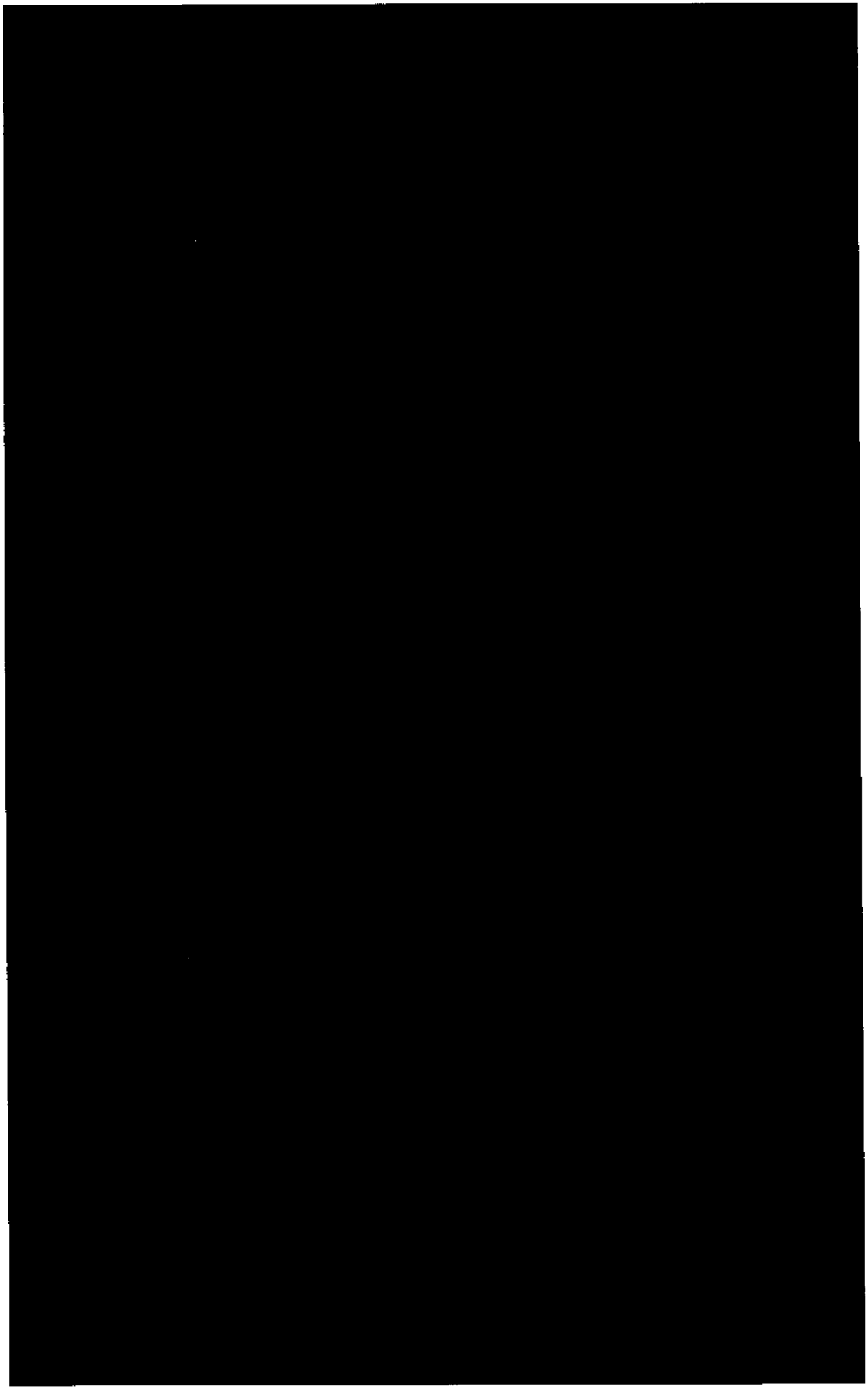

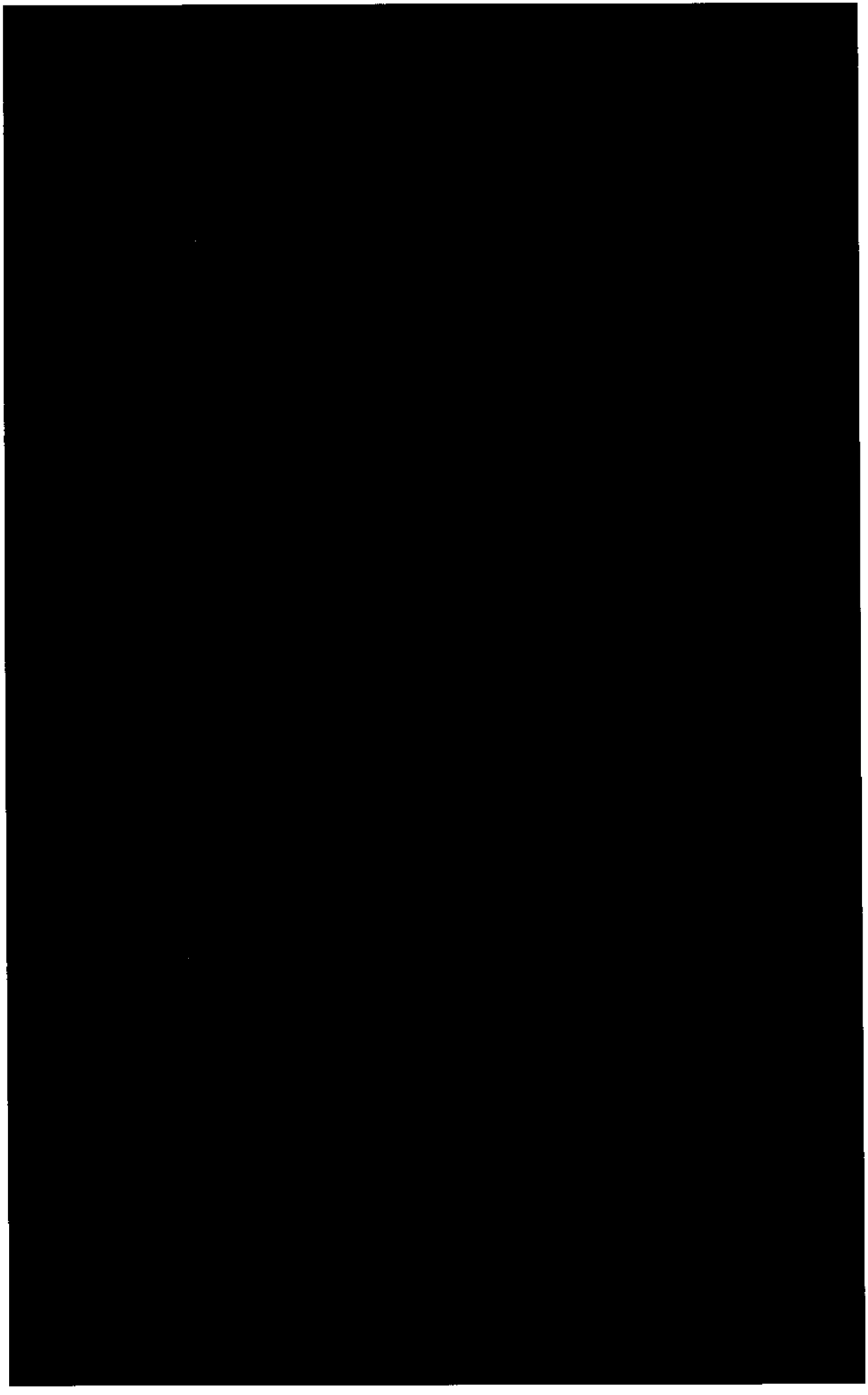

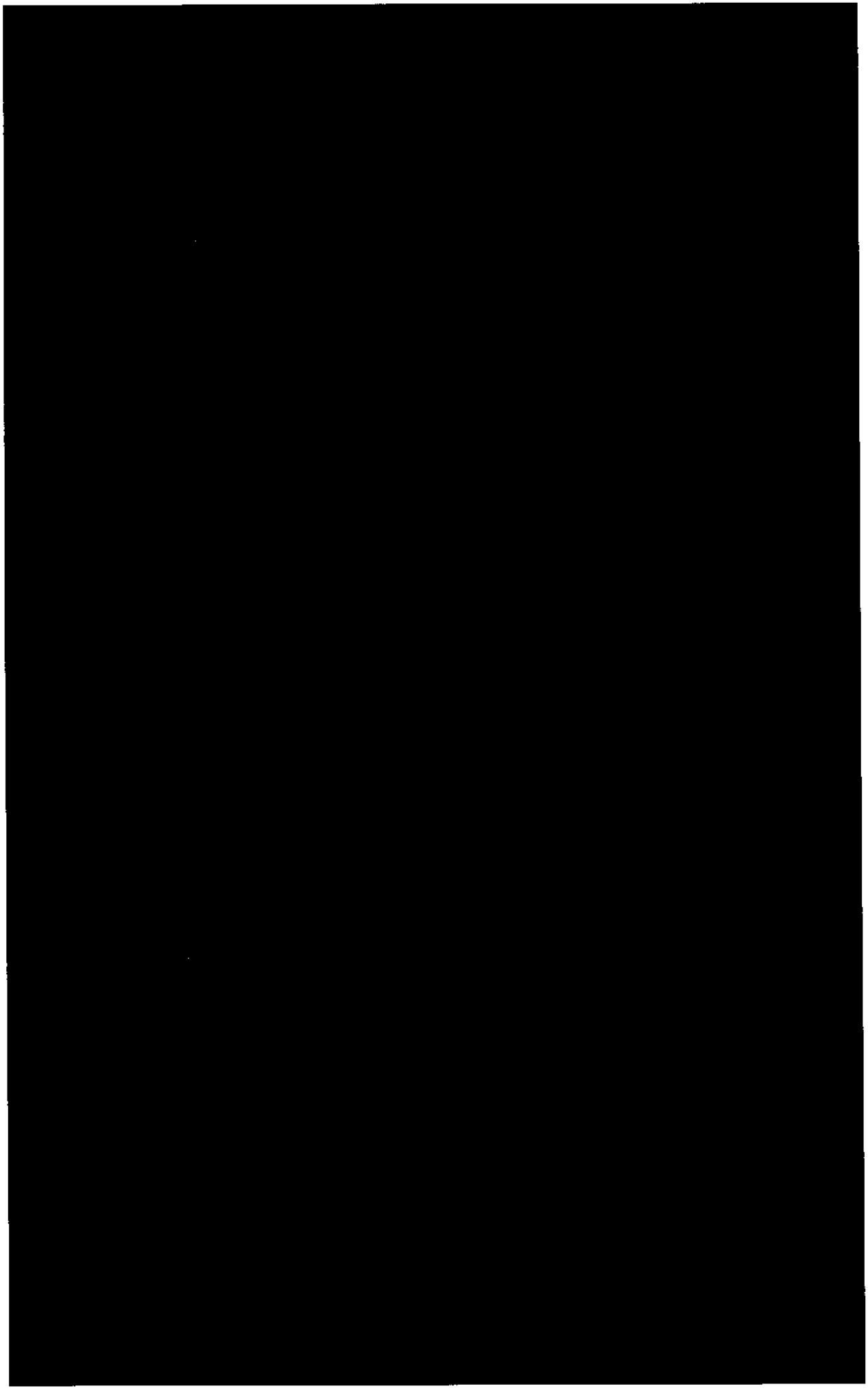

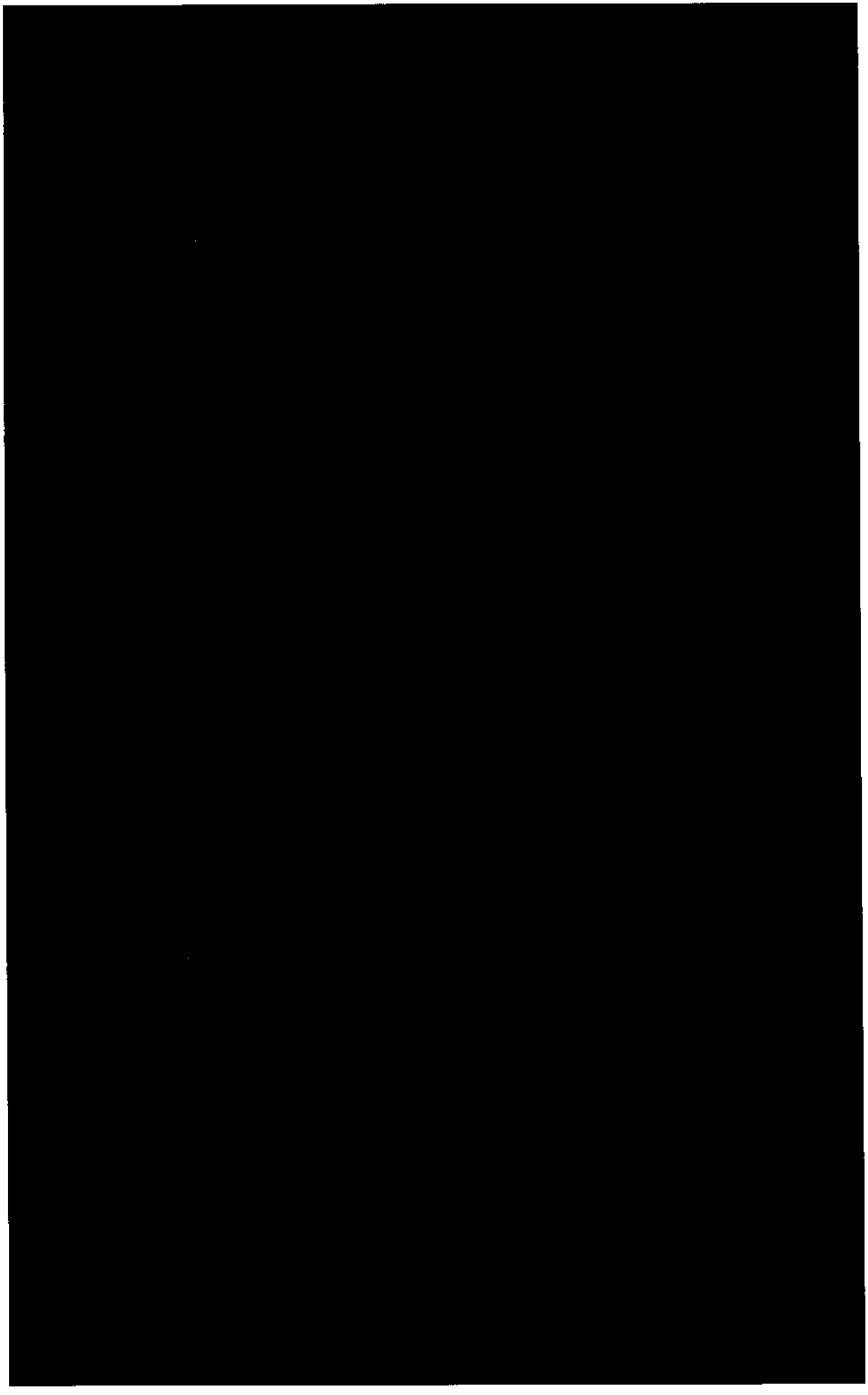

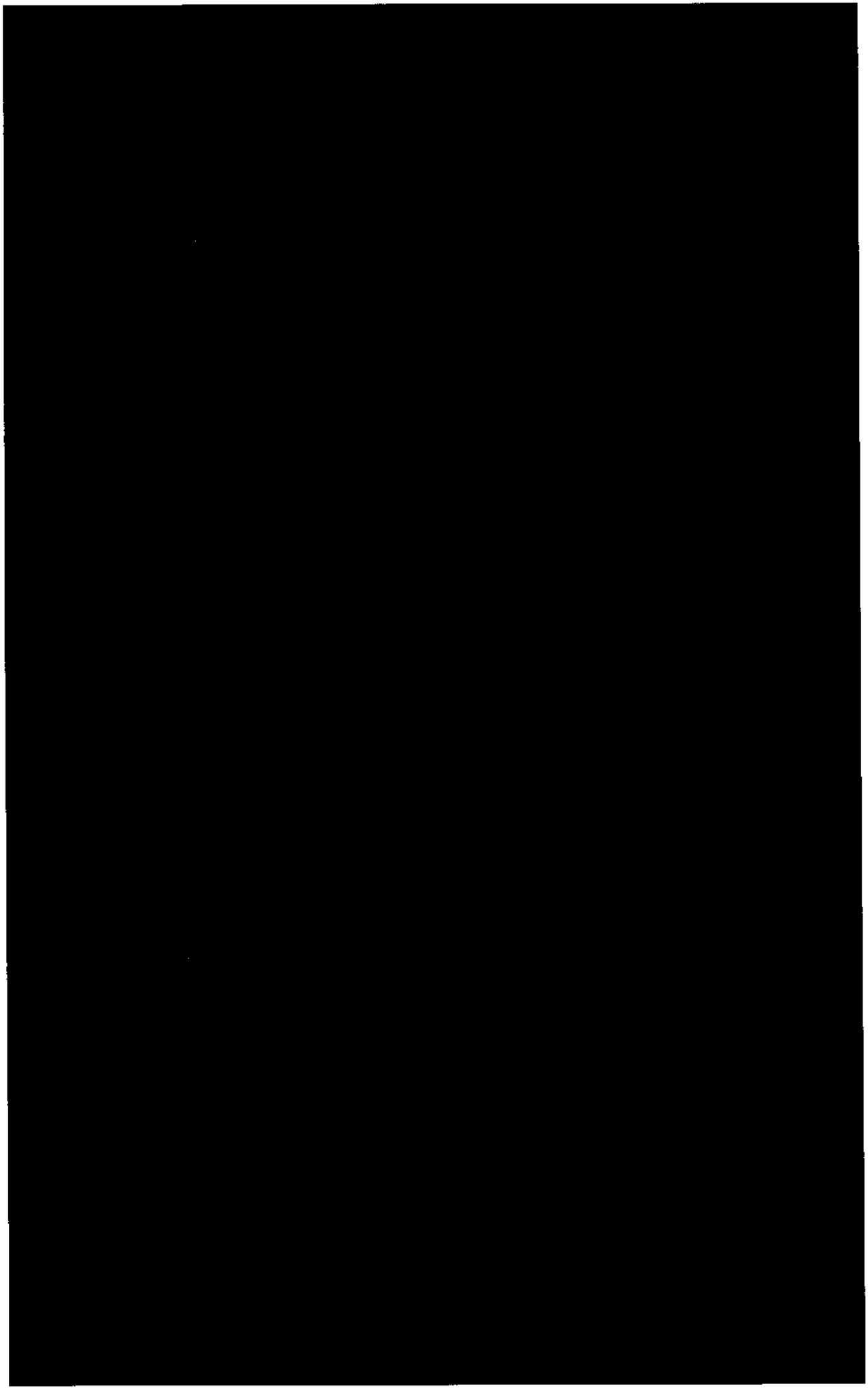

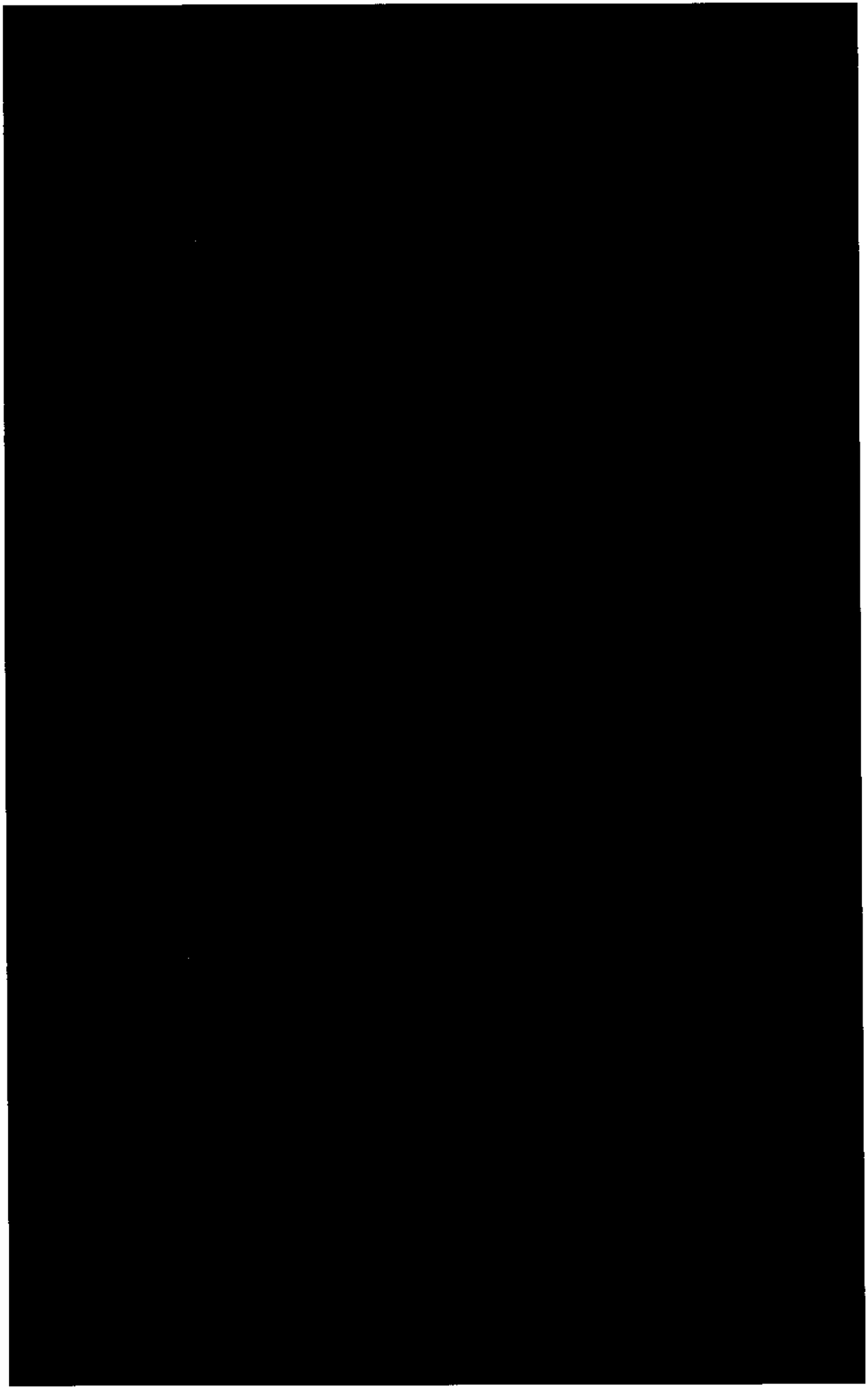

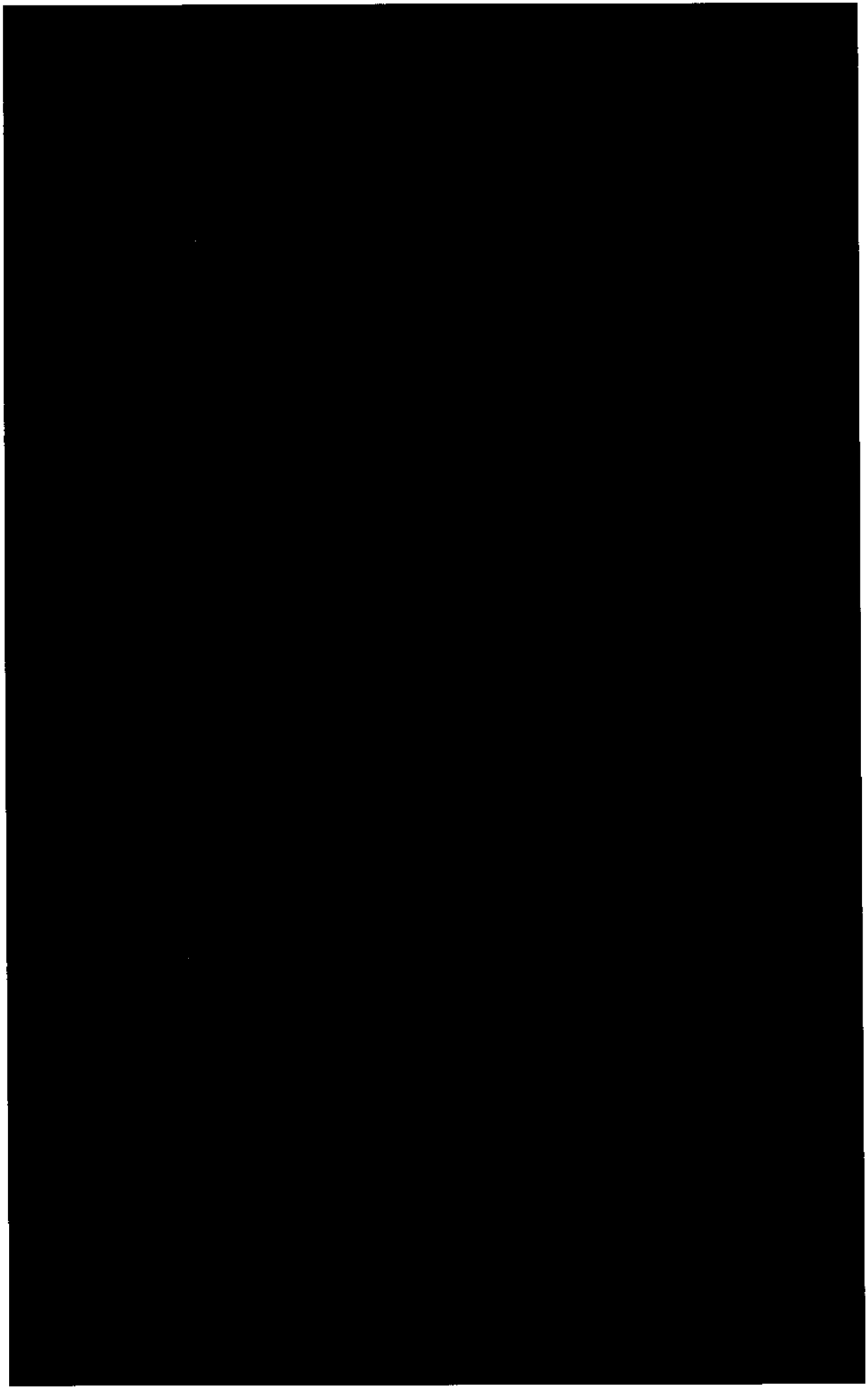

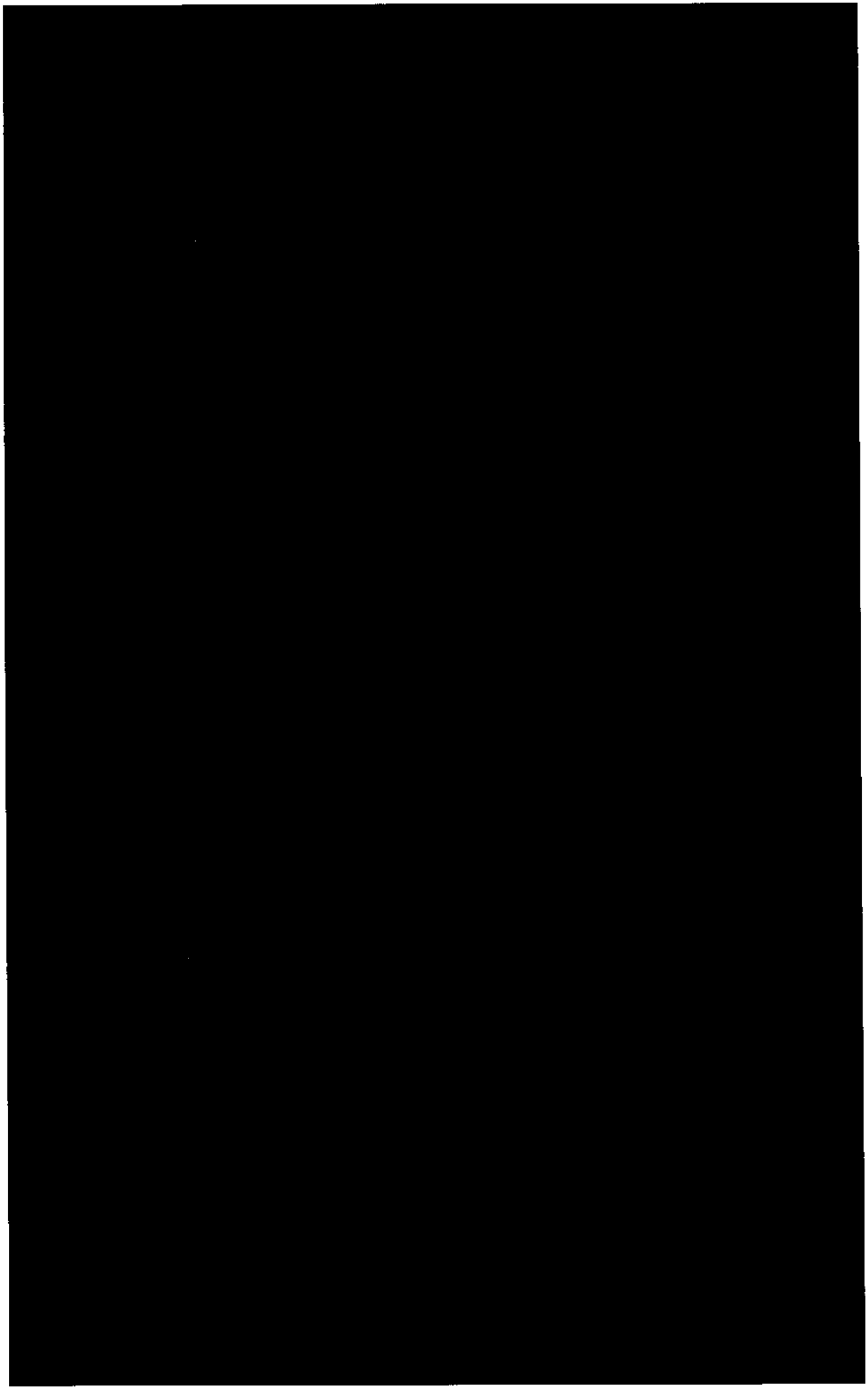

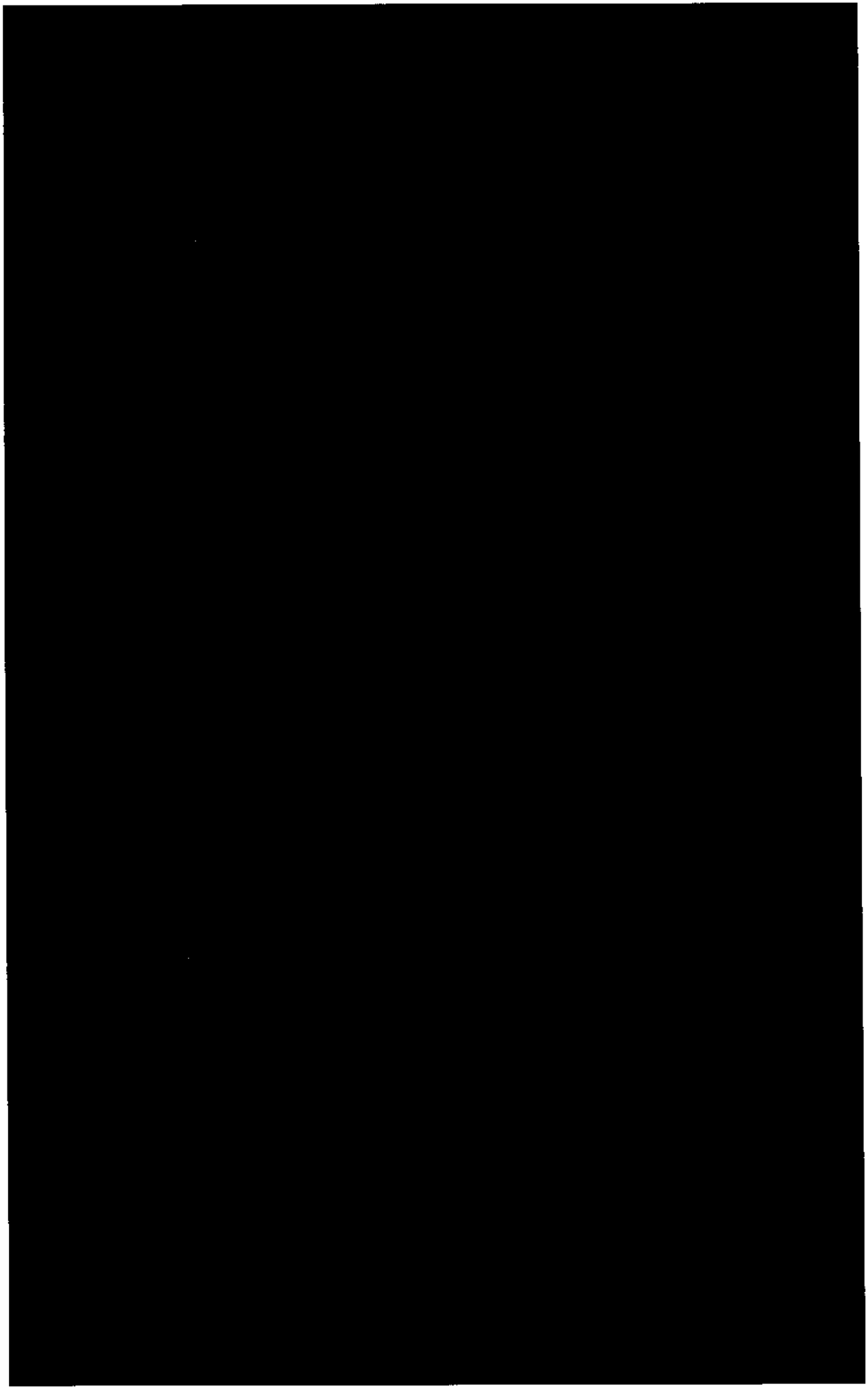

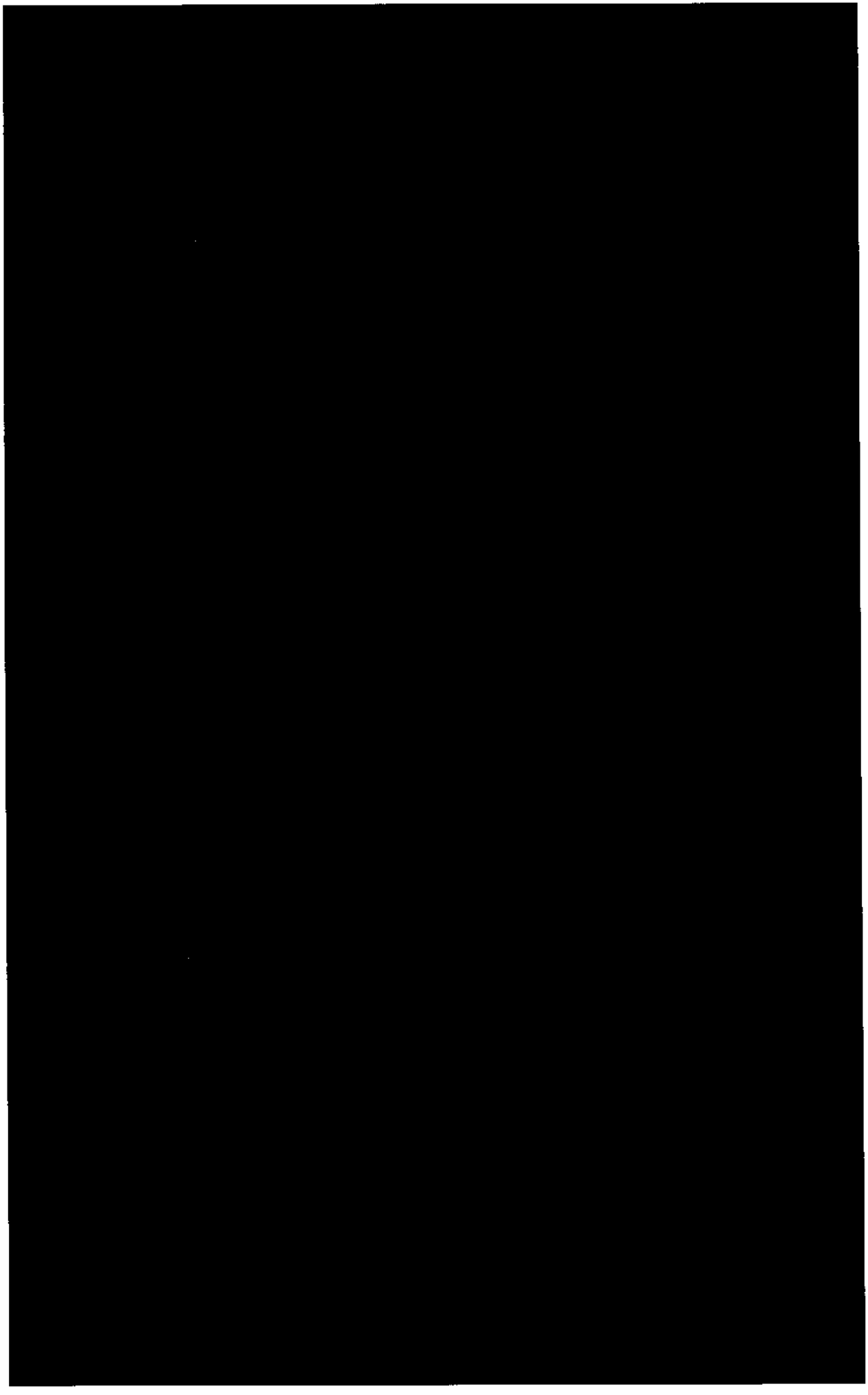

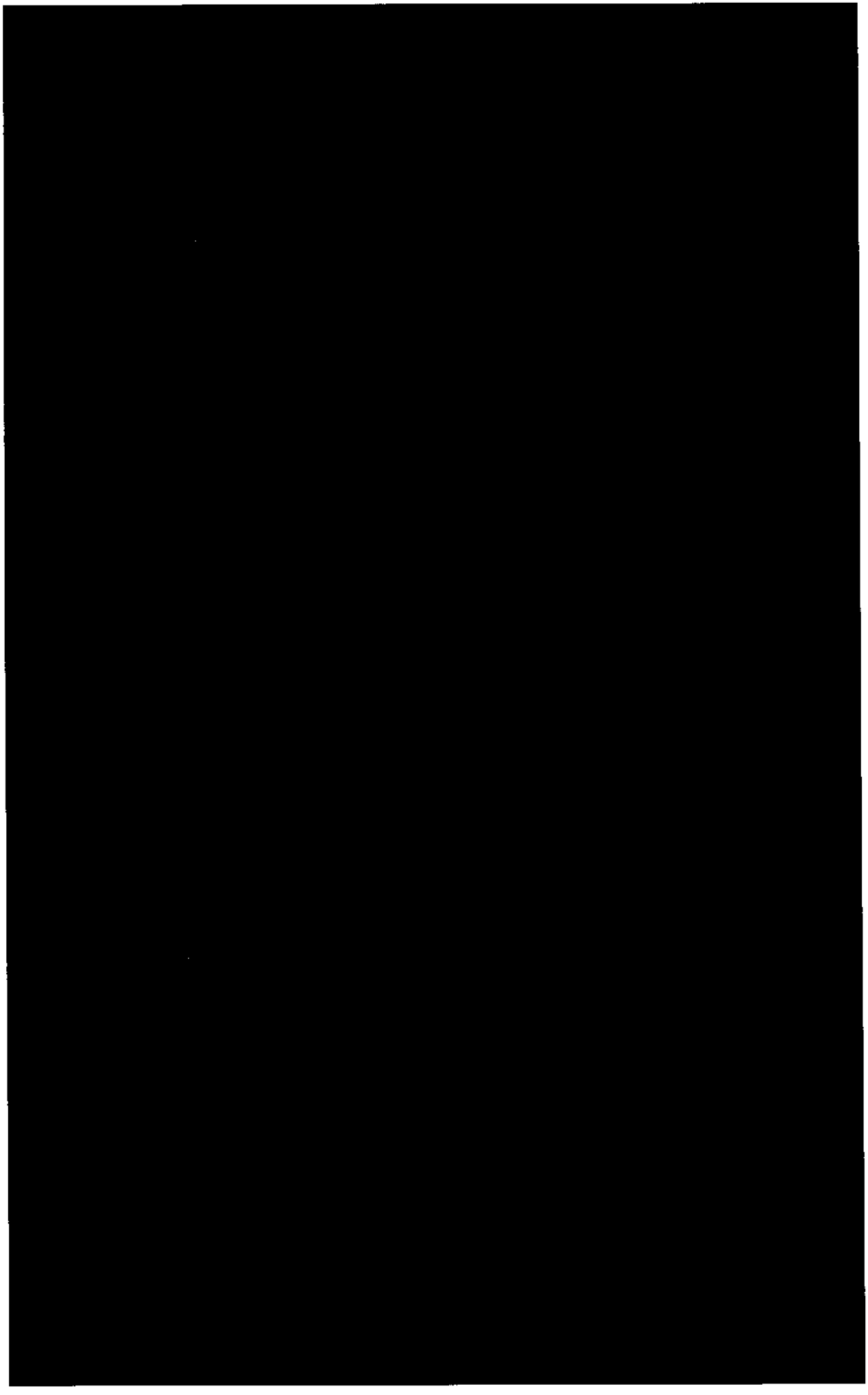

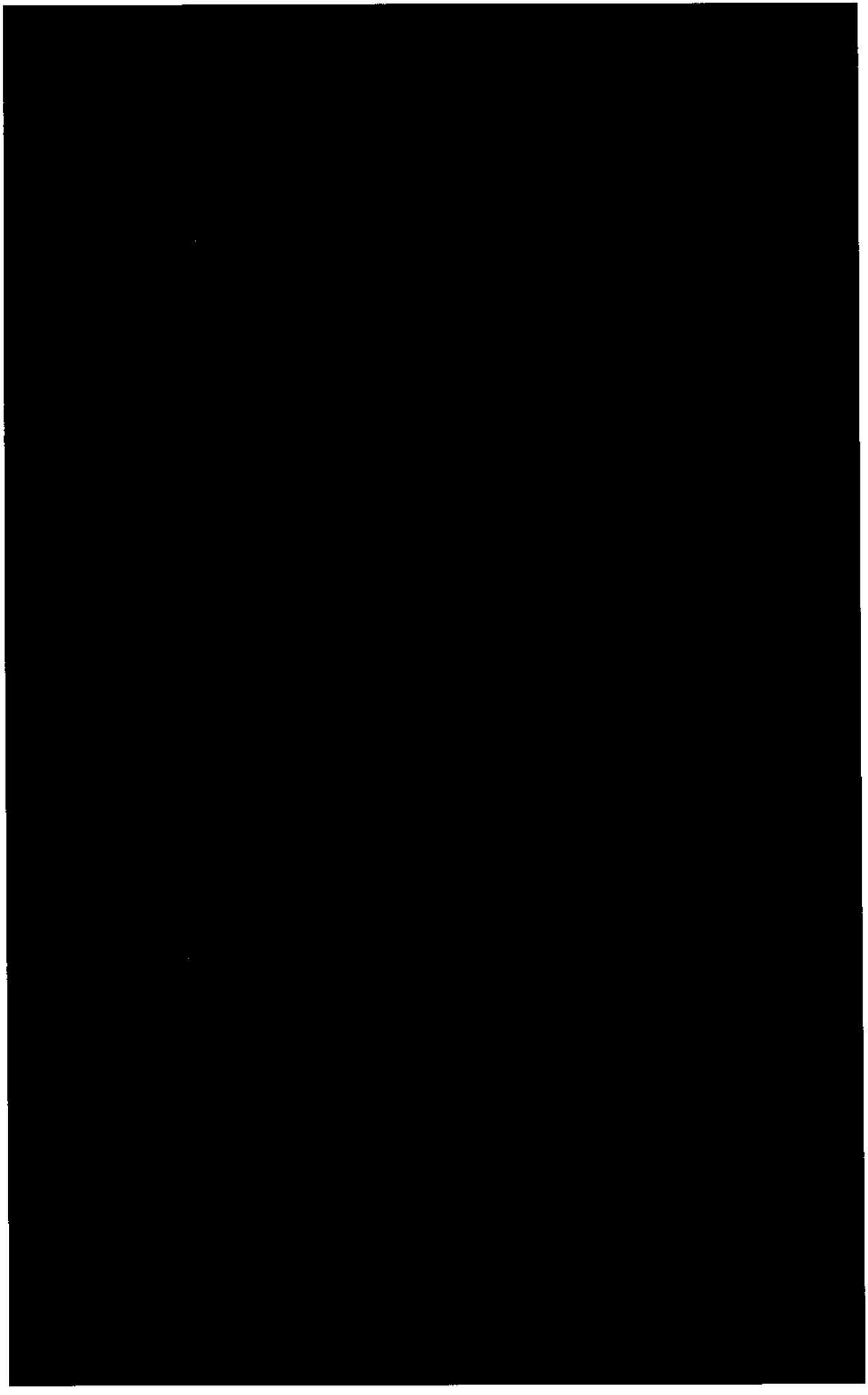

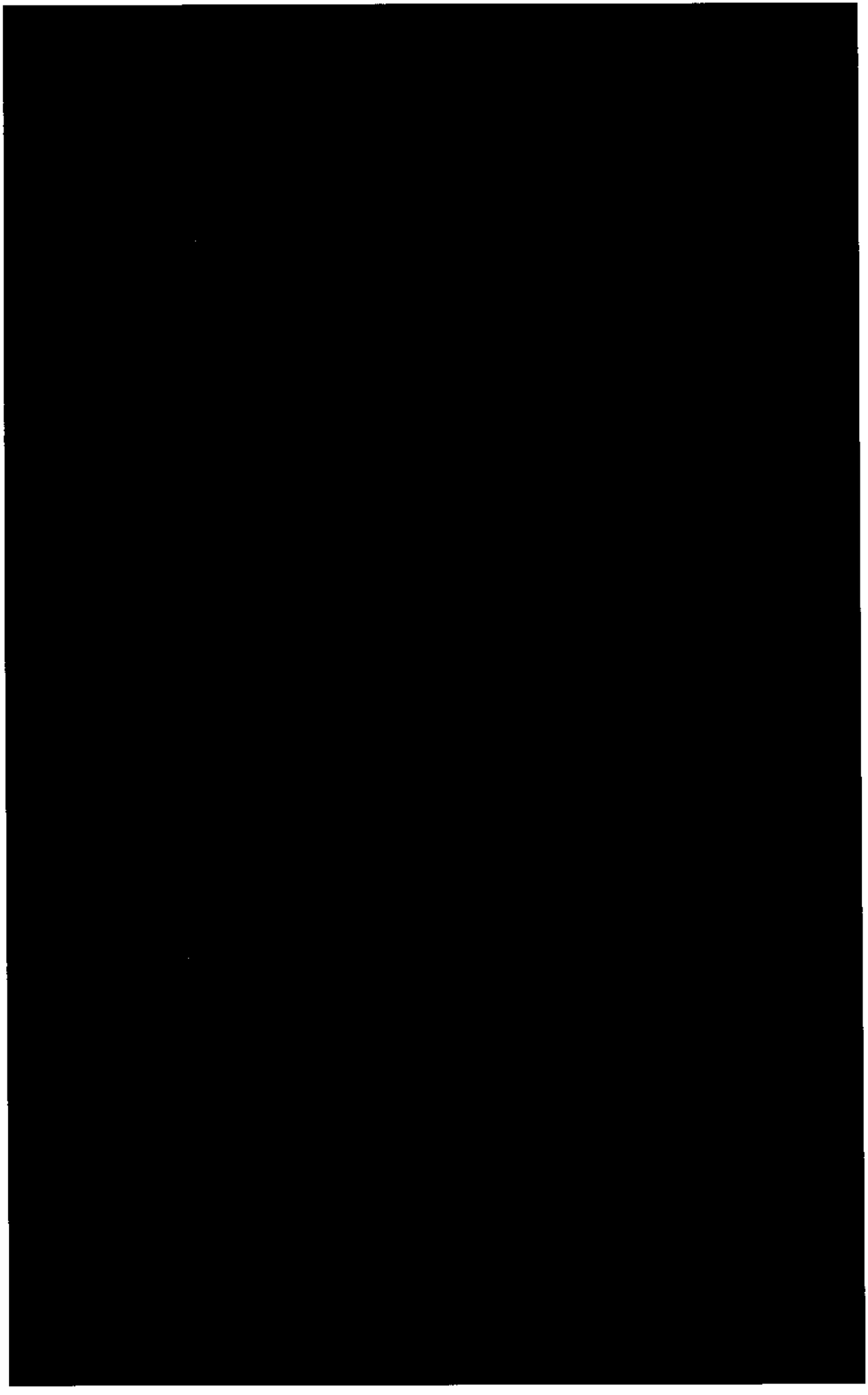

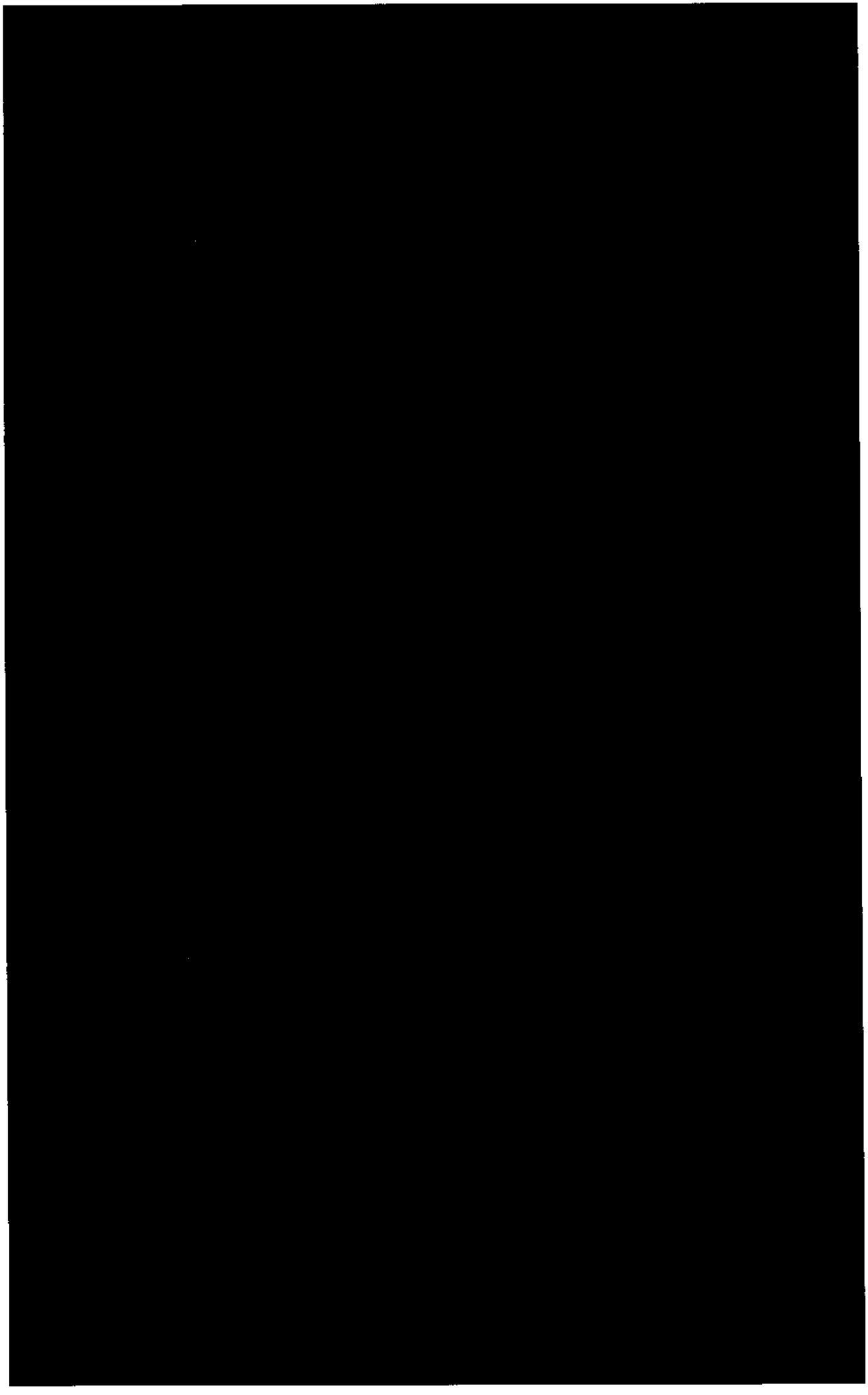

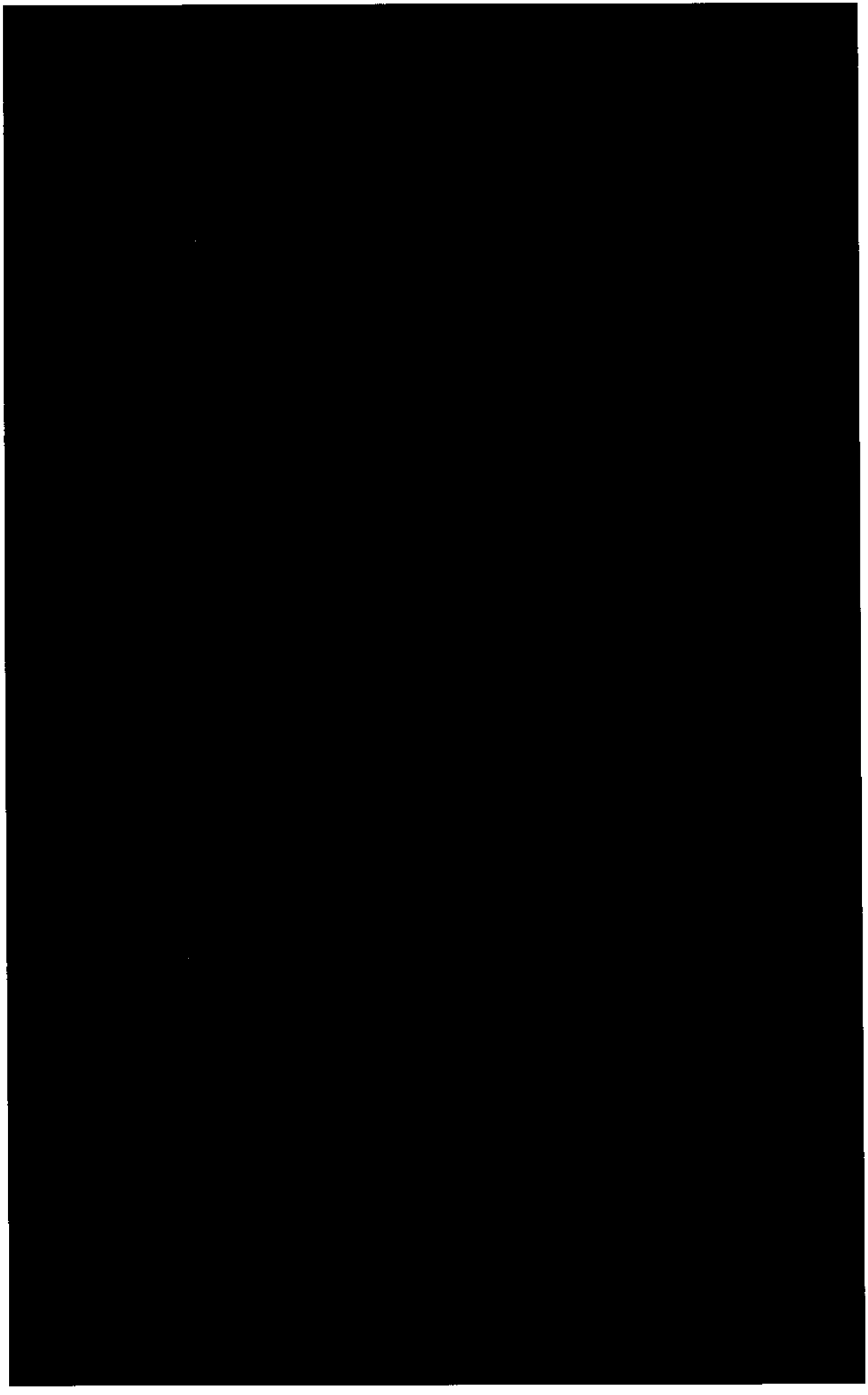

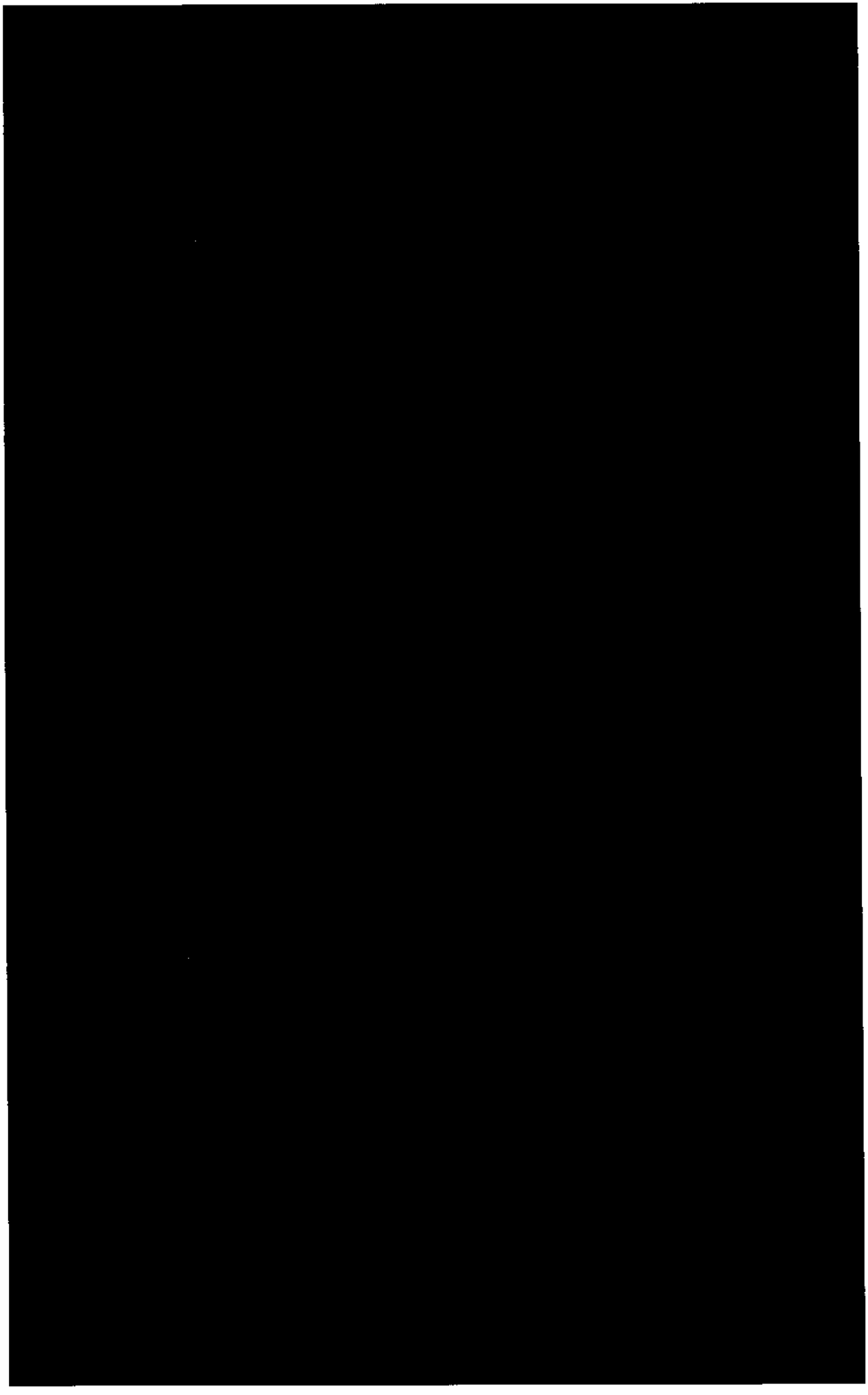

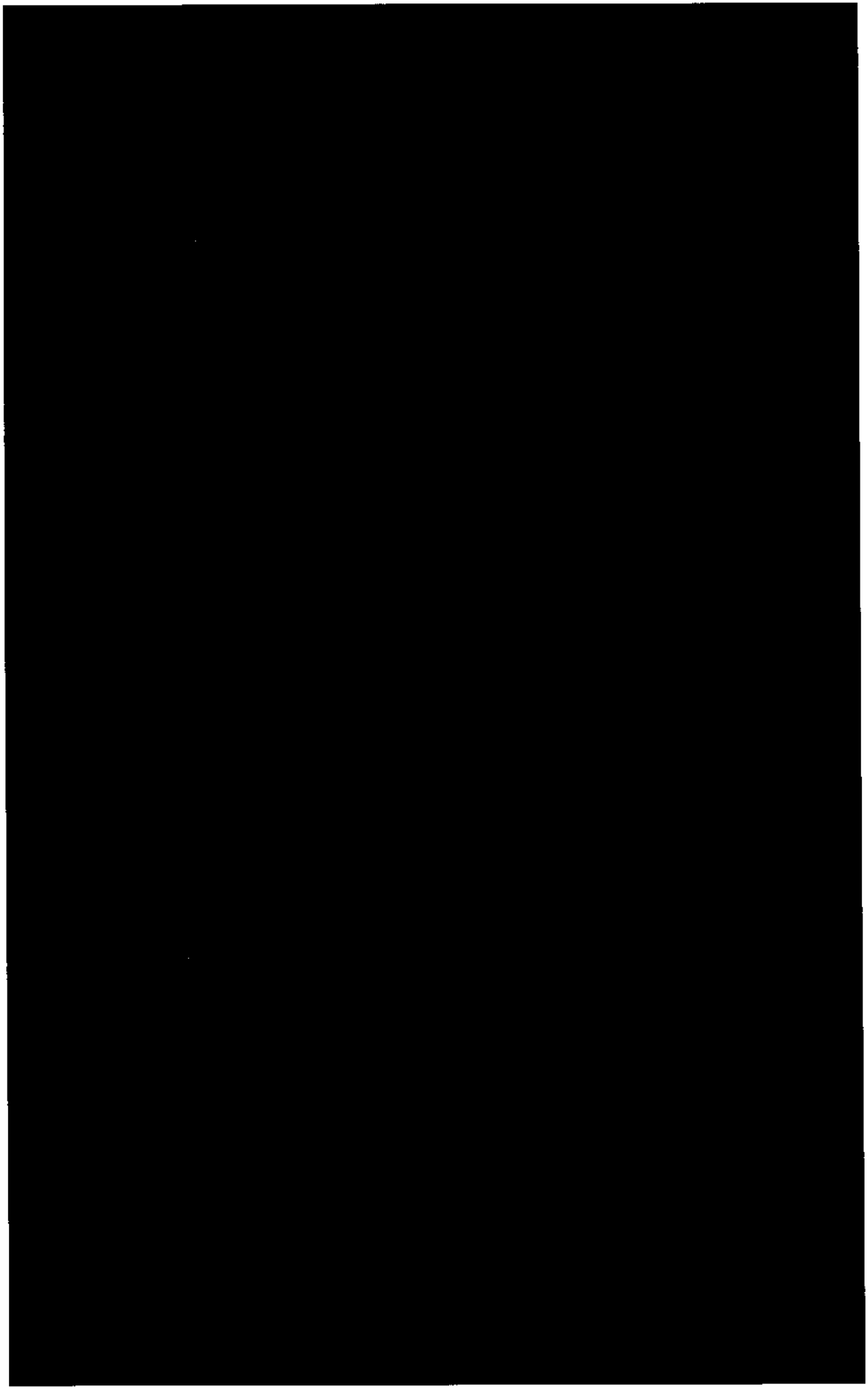

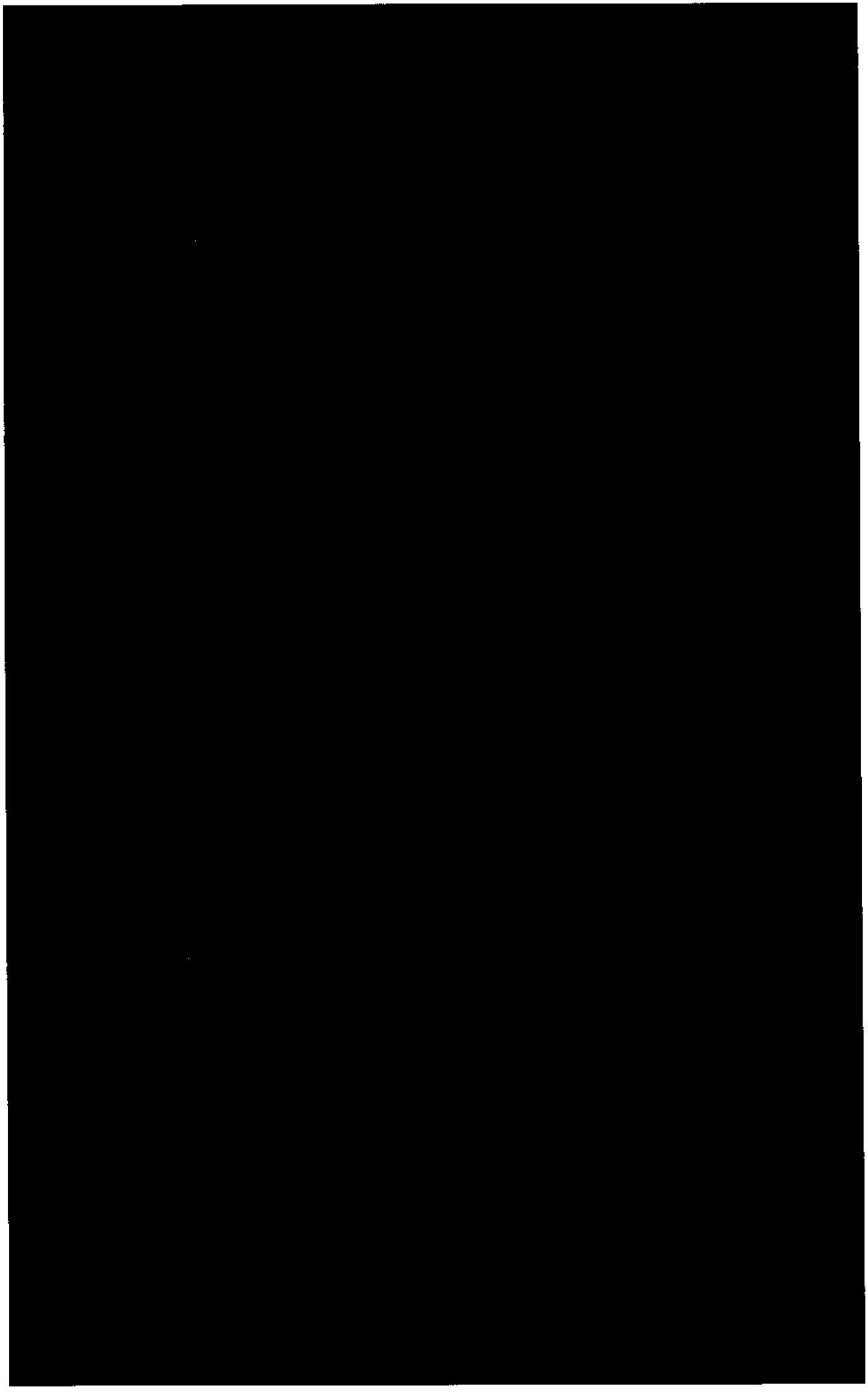

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Exhibit H

Closing Deliveries / Sellers' Covenants / Buyer's Conditions to Closing / Representations & Warranties / Sellers' Indemnities

For comprehensiveness, to the extent any Closing Deliveries – Seller, Sellers' Covenants, Buyer's Conditions to Closing, representations and warranties and Sellers' indemnities concern, relate and/or overlap different disciplines and/or categories as set out in below Schedules, they are to be construed as the same obligation, representation, warranty and/or indemnity to be imposed onto, carried out and/or given by the Sellers, and for the avoidance of doubt, shall not entitle the Buyer for any additional recourse by way of double recovery.

Schedule 1 - General

A. Closing Deliveries (General)

1. Evidence of satisfaction of all Buyer's Conditions to Closing.
2. Releases of the Existing Liens, if any, to the satisfaction of the Buyer.

[redacted]

4. A Closing Statement signed or initialed by the Seller and approved by Buyer.
5. Possession of the Property, and all keys and all existing records in Sellers' possession or control relating to the Property.
6. Conveyed Assets/Personal Property (**Exhibit J** and **Exhibit K**).

[redacted]

[redacted]

B. Covenants by Sellers (General)

(i) Simultaneously to signing of this Agreement:

[redacted]

(ii) From the Effective Date to the Closing Date:

1. not create further Existing Liens and/or other Encumbrances in respect of the Property, and not to create any Encumbrances in respect of the Construction and Maintenance Contracts, and other operational contracts, and any subject matter and/or interest under the Assignment and Assumption;
2. maintain the Property (including commercially reasonable liability and property insurance thereon) in the same manner as prior to the Effective Date and pursuant to its normal course of business;
3. not apply for or obtain any licenses, permits, registrations, or similar relating to or affecting the Property unless agreed with Buyer, and ensure that all existing HKG066 Permits which are incapable of being or not necessary to be assigned (in accordance with the specific transfer plan to be further agreed between Buyer and Seller) remains valid, duly renewed and maintained without any breach of conditions and terms attached to such HKG066 Permits;

[redacted]

[redacted]

9. use its best endeavours to procure the satisfaction of the Buyer's Conditions to Closing;

[redacted]

[redacted]

20. deliver a draft Closing Statement to the Buyer for review and comment no later than two (2) months before the Target Closing Date (the "**Preliminary Closing Statement**") for Buyer to review and provide comments thereon. No later than ten (10) Business Days prior to the Closing Date, Sellers shall deliver an updated Closing Statement (incorporating the Buyer's comments to the extent agreeable) to the Buyer for review and approval.

(iii) From the Effective Date and through the completion of all Post-Closing Obligations of the Sellers:

[redacted]

(iv) Prior to Closing:

1. Sellers will, at their sole cost and expense, remove all Items to be Removed except as set forth in **Section 29.6 (Sellers' Assets/Personal Property)**. If Sellers do not remove the Items to be Removed pursuant to the terms of this Agreement, then Buyer will have the unrestricted right to remove Items to be Removed and dispose of it as Buyer determines in its sole discretion. If Buyer removes any Items to be Removed, then Sellers will promptly reimburse Buyer any costs and expenses incurred by Buyer in the removal and disposition of the Items to be Removed. This obligation will survive the Closing.

(v) At Closing:

1. N/A

(vi) Prior to and after Closing:

[redacted]

[redacted]

(vii)Post Closing:

[redacted]

C. Buyer's Conditions to Closing (General):

1. Each Seller's performance of every obligation to be performed by them under this Agreement (including, without limitation, the faithful execution by each Seller of the Sellers' Covenants set forth in **Section 6.3 (Covenants of Sellers)** and in other Schedules of this **Exhibit H**), except for those obligations to be performed post-Closing.

[redacted]

3. The removal, by Sellers and at Sellers' sole cost, of all Existing Liens and/or Encumbrances in respect of the Property and all the Construction and Maintenance Contracts and other operational contracts, and any other subject matters and interests under the Assignment and Assumption.

[redacted]

[redacted]

7. All Closing Deliveries – Seller having been received by the Buyer.

[redacted]

9. Provision of copies of the internal approvals from (i) Grand Ming, including the HKEx Circular issued, shareholder's approval and board resolutions passed and (ii) the Sellers, in respect of the transaction, including shareholder resolutions and board resolutions passed, to approve this transaction and to confirm that this transaction is made in arm's length, in good faith and there are reasonable grounds to believe that the Transaction would benefit the Sellers and/or the Grand Ming Group.

[redacted]

[redacted]

[redacted]

[redacted]

Schedule 2 - Real Estate

A. Closing Deliveries (Real Estate)

1. Other conveyance instrument (Assignment of the Property).
2. Evidence of termination of all management agreement and leasing agreements and all Tenant Leases under **Exhibit C**.

B. Covenants by Sellers (Real Estate)

(i) Simultaneously to signing of this Agreement:

[redacted]

(ii) From the Effective Date to the Closing Date:

1. not create further Existing Liens and/or other Encumbrances in respect of the Property, and not to create any Encumbrances in respect of the Construction and Maintenance Contracts, and other operational contracts, and any subject matter and/or interest under the Assignment and Assumption;
2. not make any alterations to the Property, except as required under a Tenant Lease or by law. Sellers will provide Buyer advance written notice and comply with Buyer's reasonable requests in connection with such alteration;
3. not agree to any zoning changes to the Property;
4. not enter into any new (or modify any existing) leases or agreements with respect to the Property without Buyer's consent;
5. not apply for or obtain any licenses, permits, registrations, or similar relating to or affecting the Property unless agreed with Buyer, and ensure that all existing HKG066 Permits which are incapable of being or not necessary to be assigned (in accordance with the specific transfer plan to be further agreed between Buyer and Seller) remains valid, duly renewed and maintained without any breach of conditions and terms attached to such HKG066 Permits;

[redacted]

7. comply with the New Grant and other Legal Requirements and to obtain such necessary approvals and authorisations from the government authorities and/or other third parties to fulfill the positive obligations under the New Grant and:
   a. not to apply for or accept any changes and/or waivers to the New Grant;

b. consult and seek consent from the Buyer in respect of the process to obtain the certificate of compliance under the New Grant;

[redacted]

9. not amend, terminate nor issue any notice of default or breach to a tenant, or apply any portion of a tenant's security deposit for any lease or seek to enforce a guaranty, without Buyer's prior written consent which may be given or withheld in Buyer's sole discretion;
10. deliver to Buyer, promptly after Sellers' receipt, copies of all violation notices issued by any governmental authority and any material correspondence received from or delivered by any Seller to a tenant under a Tenant Lease;

[redacted]

12. not enter into any new (or modify, renew any existing) lease or occupancy agreements with respect to the Property without Buyer's consent; and
13. use commercially reasonable efforts to amend or terminate any Tenant Leases at Buyer's reasonable request.

(iii) <u>From the Effective Date and through the completion of all Post-Closing Obligations of the Sellers:</u>

N/A

(iv) <u>Prior to Closing</u>:

N/A

(v) <u>At Closing:</u>

1. terminate all Tenant Leases. For any Tenant Leases so terminated, each Seller will cause the tenant under the relevant Tenant Lease to vacate the Property prior to Closing; and
2. terminate any insurances maintained in accordance with Tenant Leases (if any) with effect from Closing and credit against the Purchase Price any refund (including commissions received by Seller) due from the insurer or a proportionate part in respect of Tenant Leases the Buyer approves.

(vi) <u>Prior to and after Closing:</u>

[redacted]

[redacted]

(vii)Post-Closing:

N/A

C. Buyer's Conditions to Closing (Real Estate)

[redacted]

2. The removal, by Sellers and at Sellers' sole cost, of all Existing Liens and/or Encumbrances in respect of the Property and all the Construction and Maintenance Contracts and other operational contracts, and any other subject matters and interests under the Assignment and Assumption.

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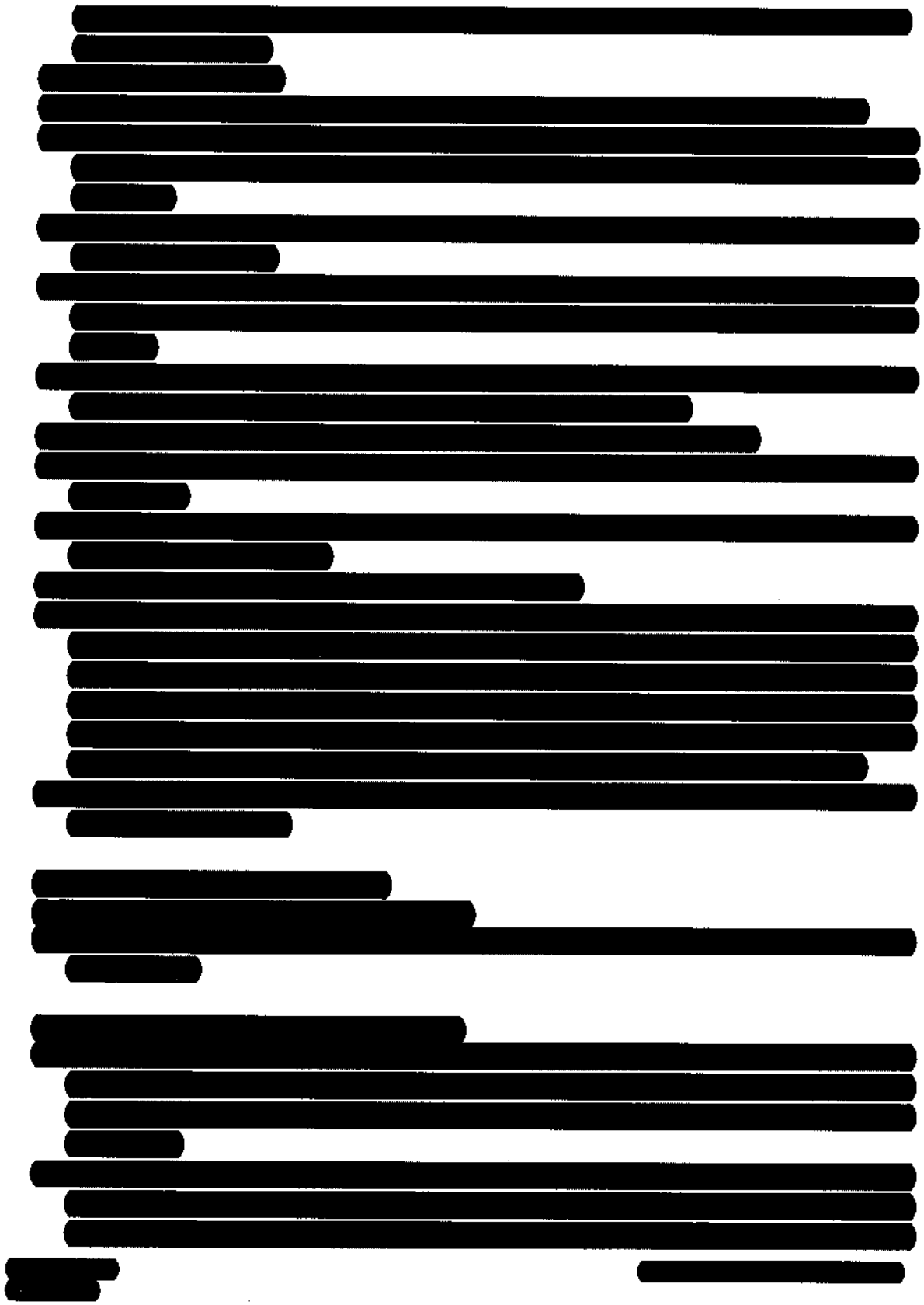

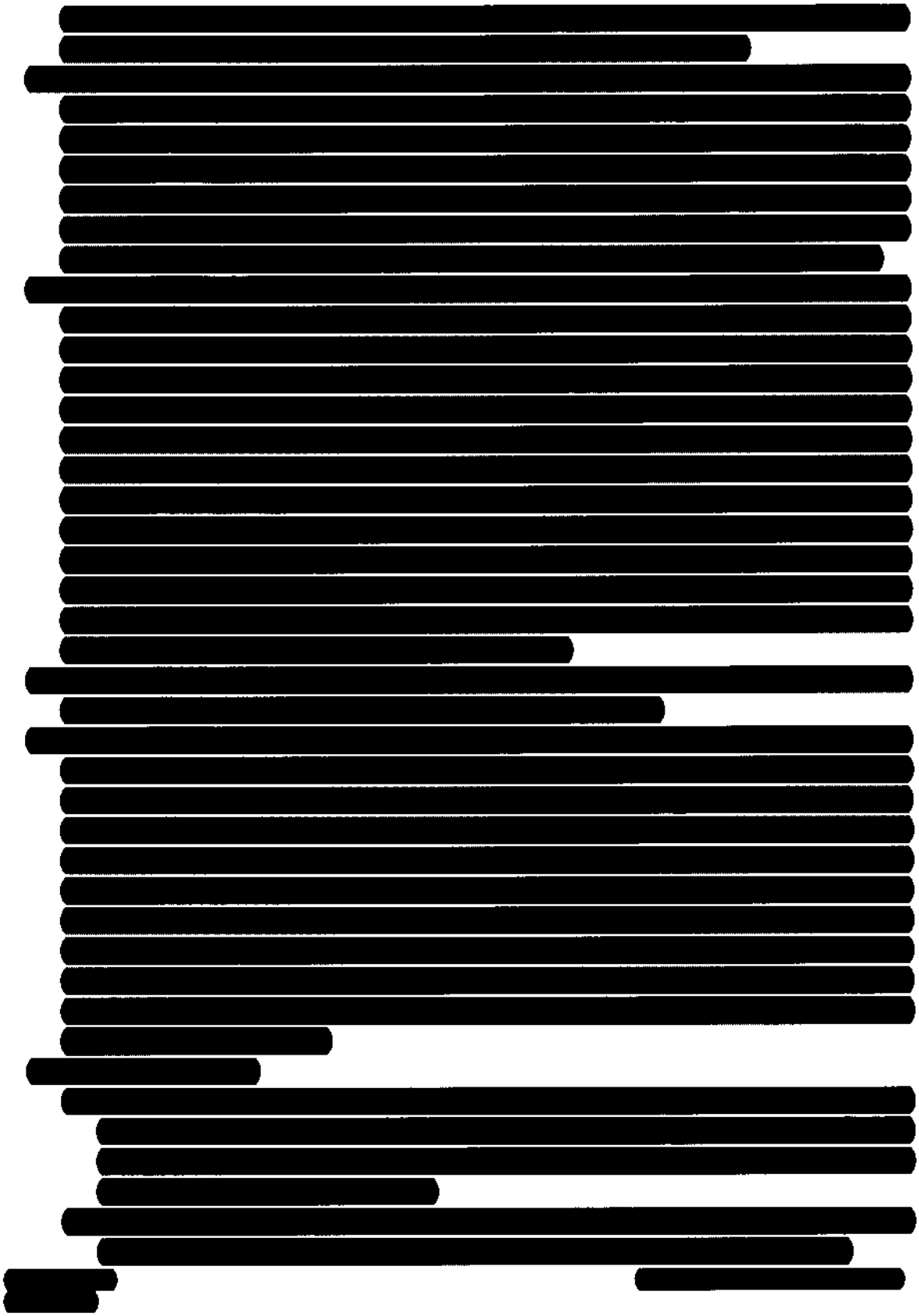

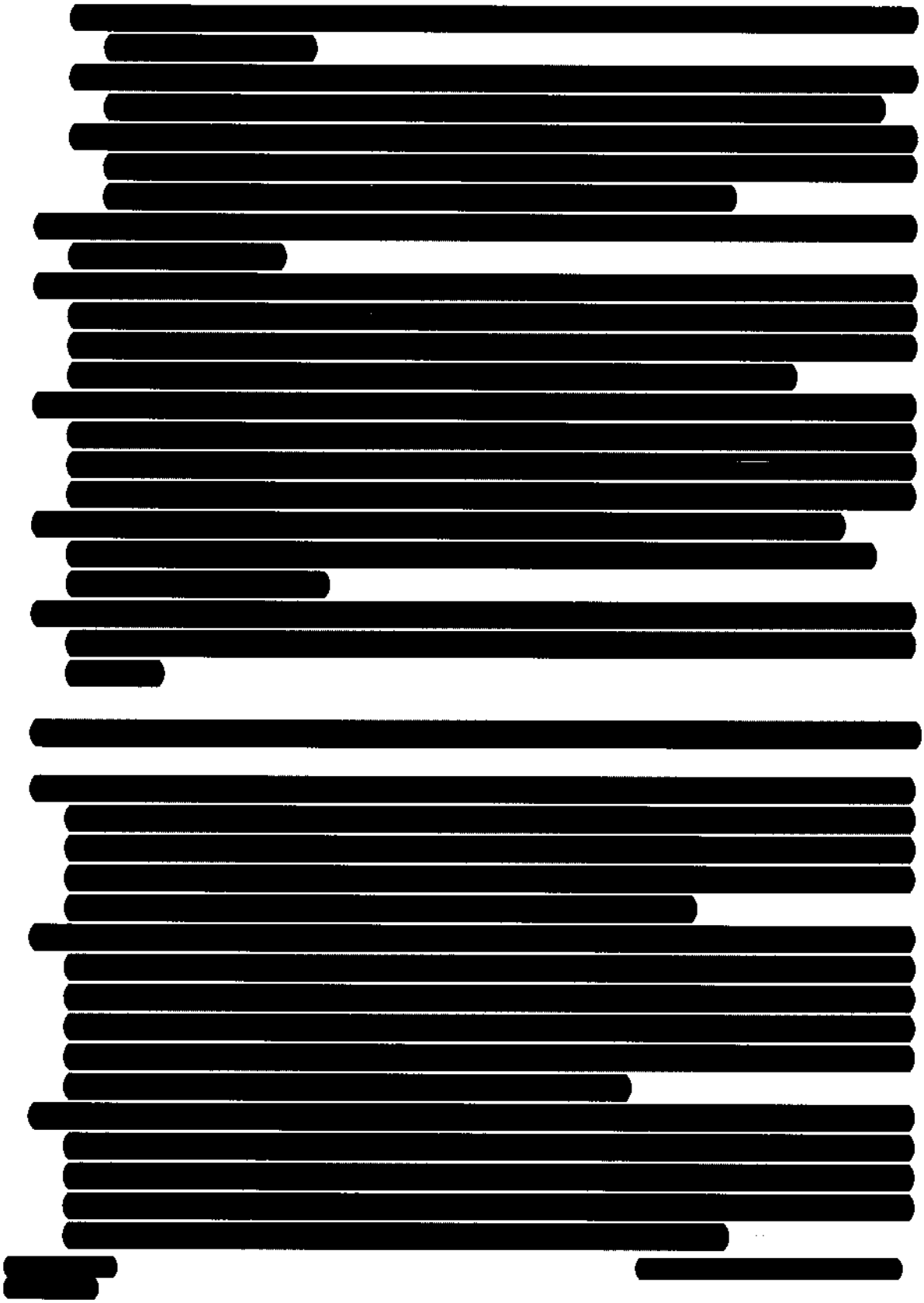

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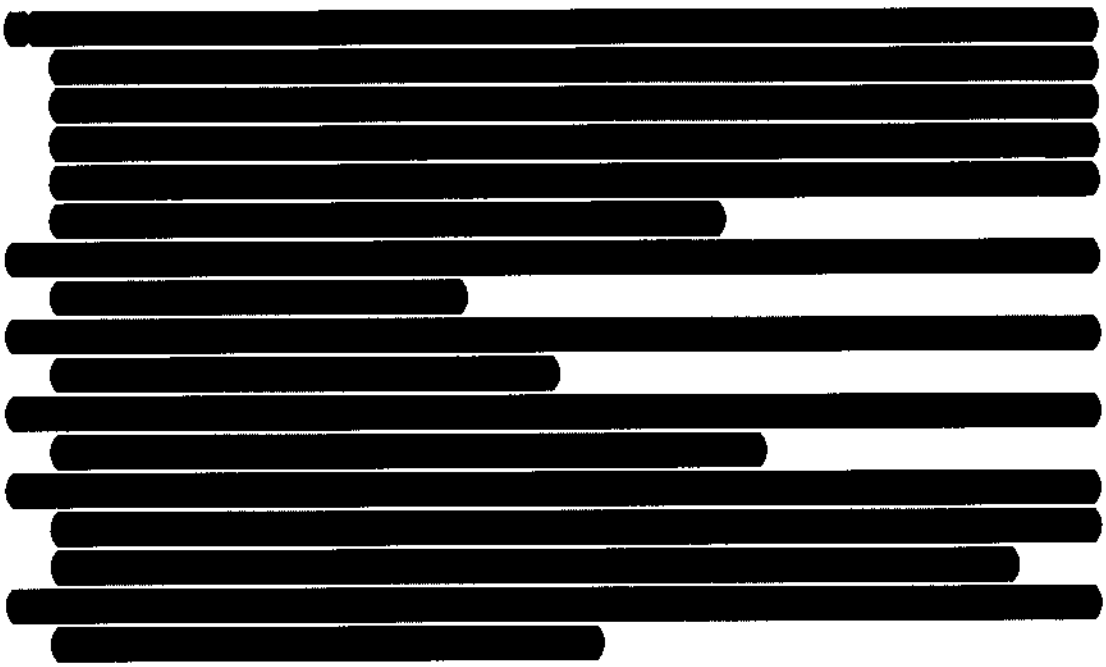

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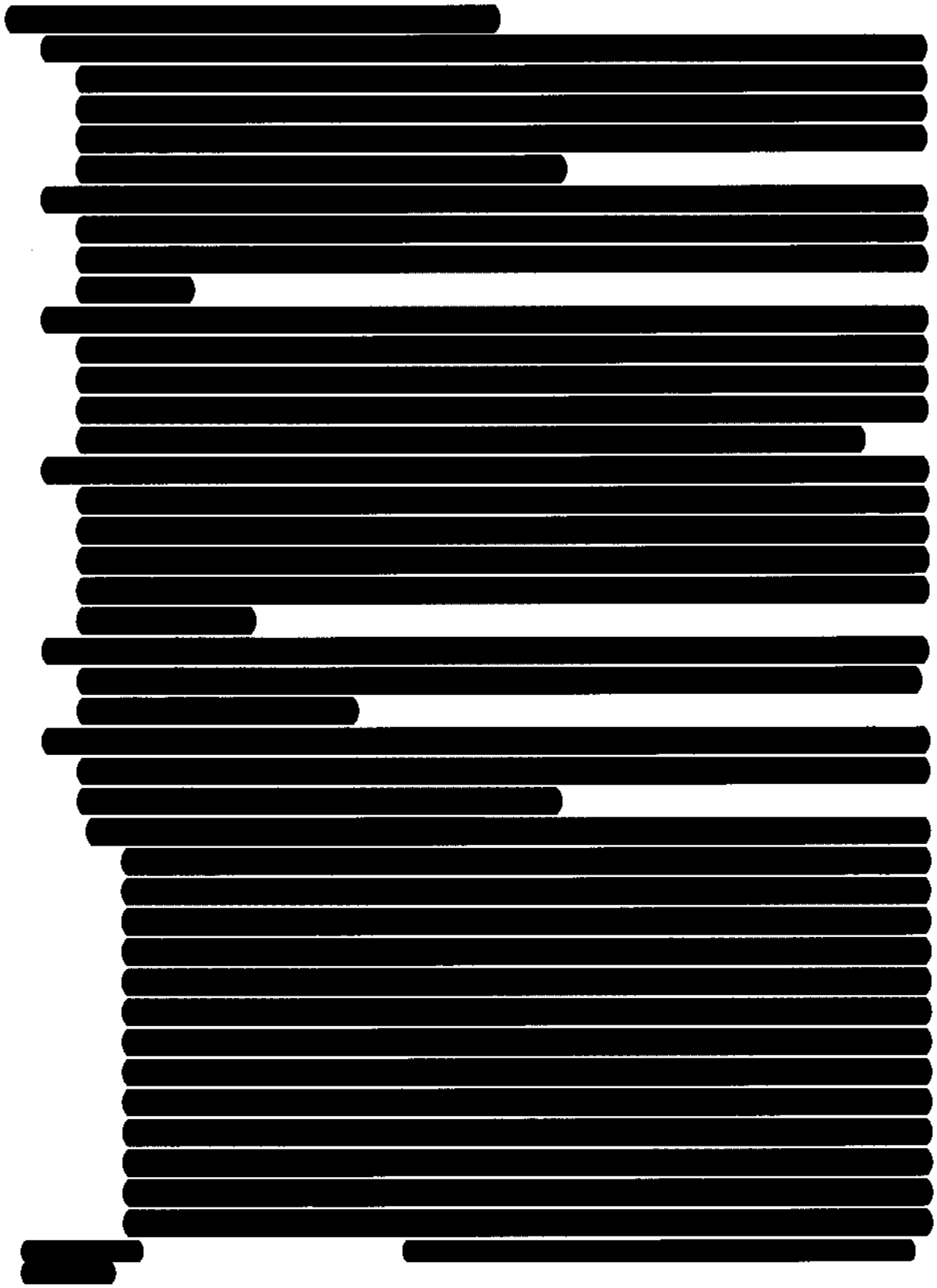

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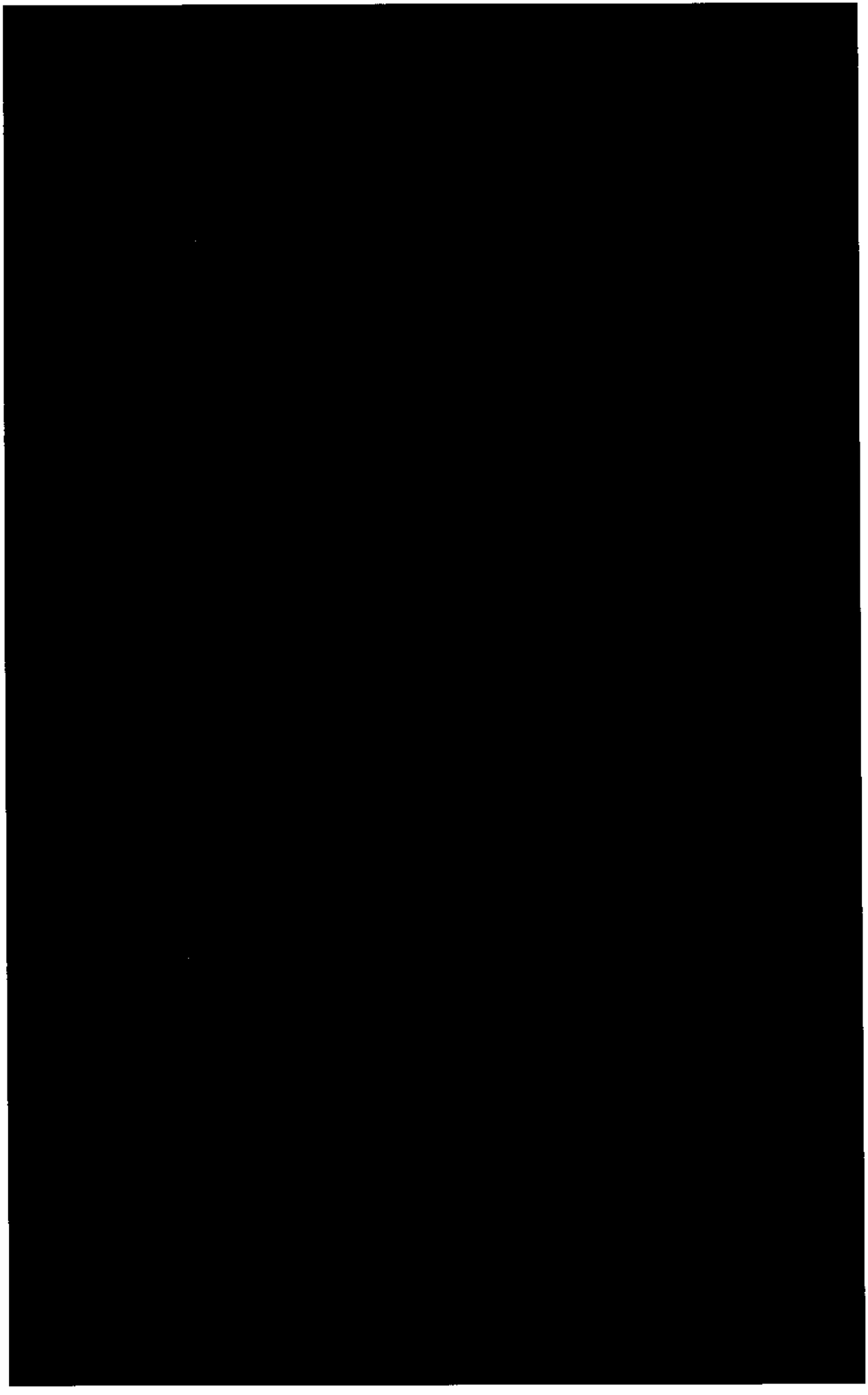

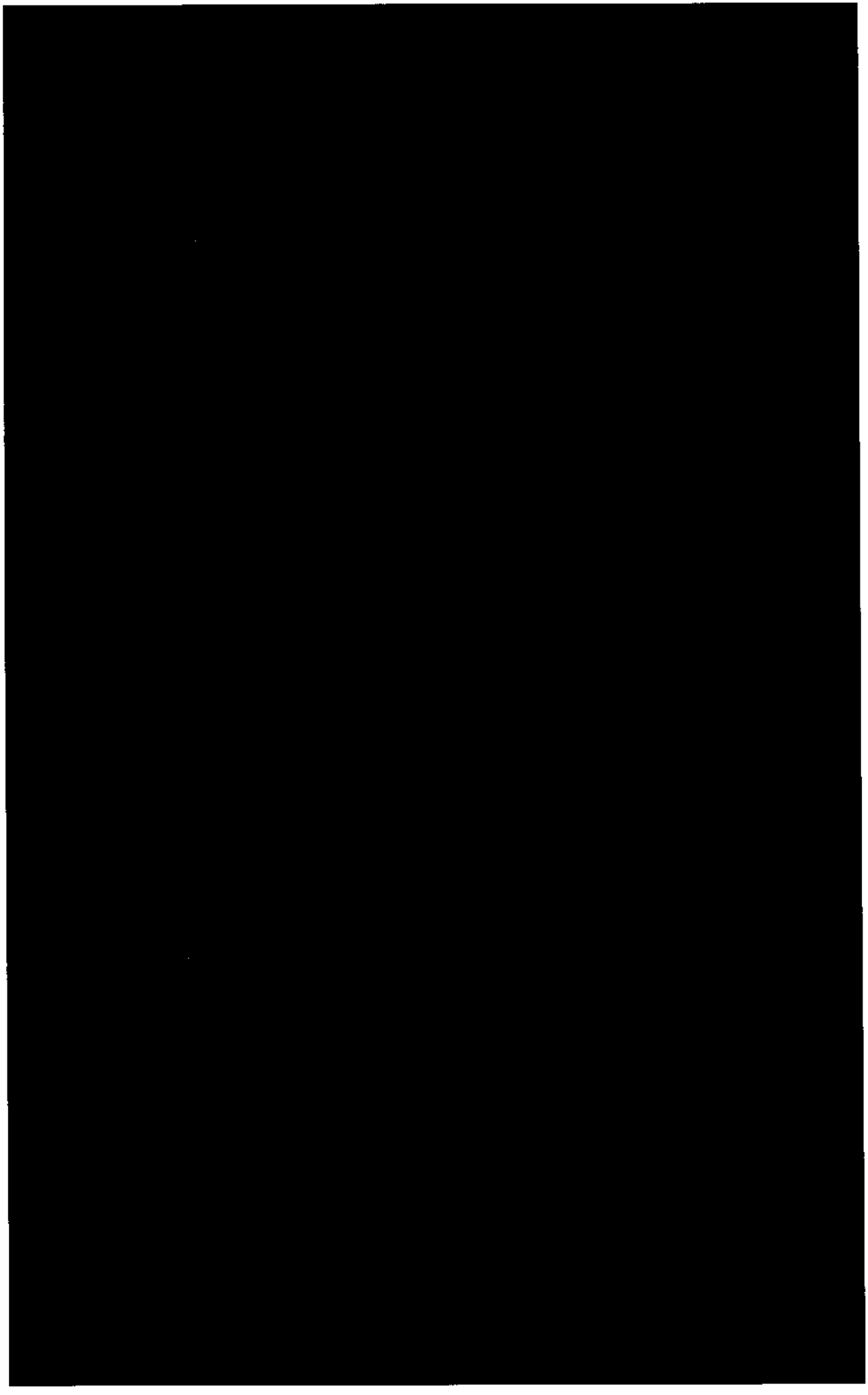

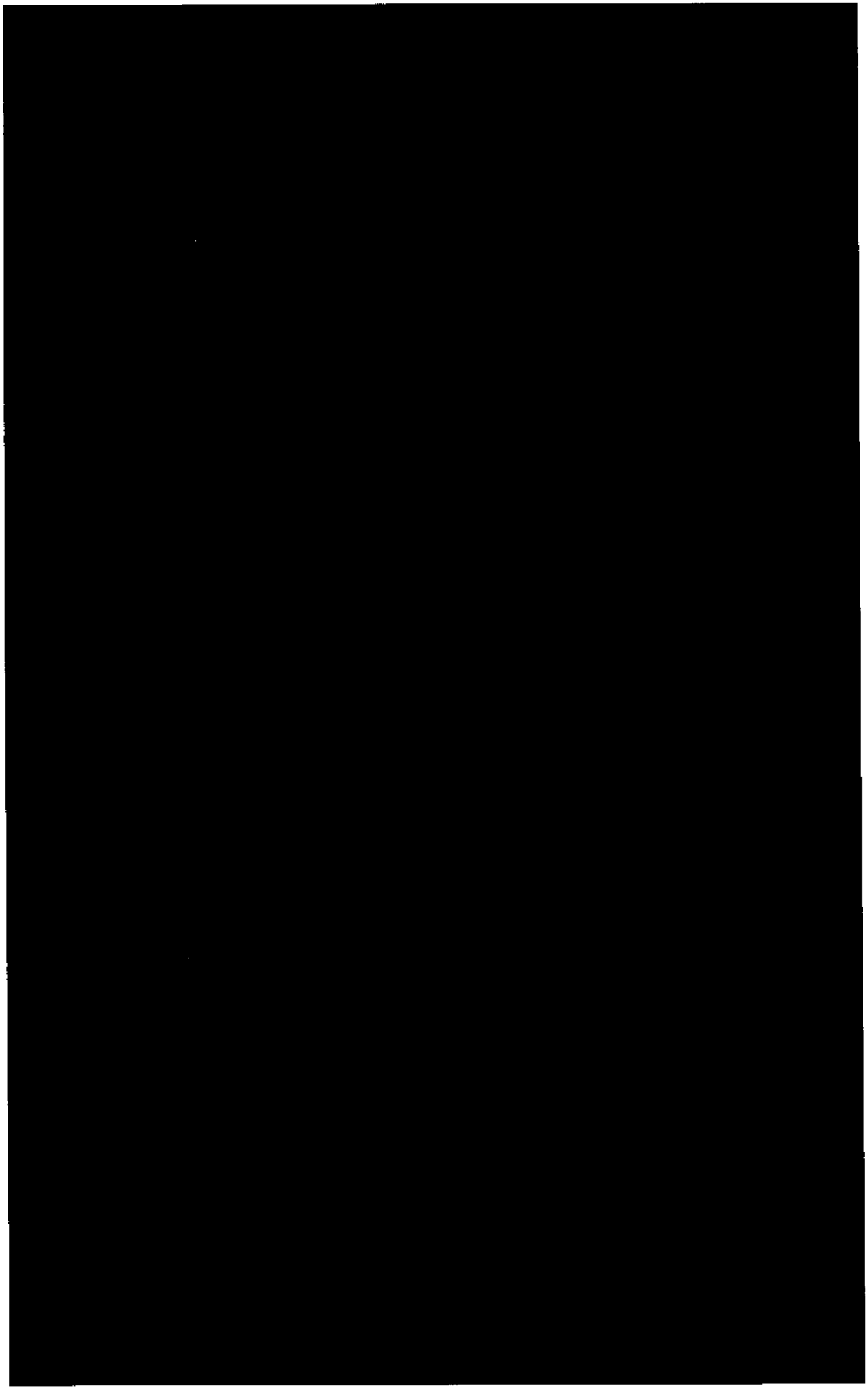

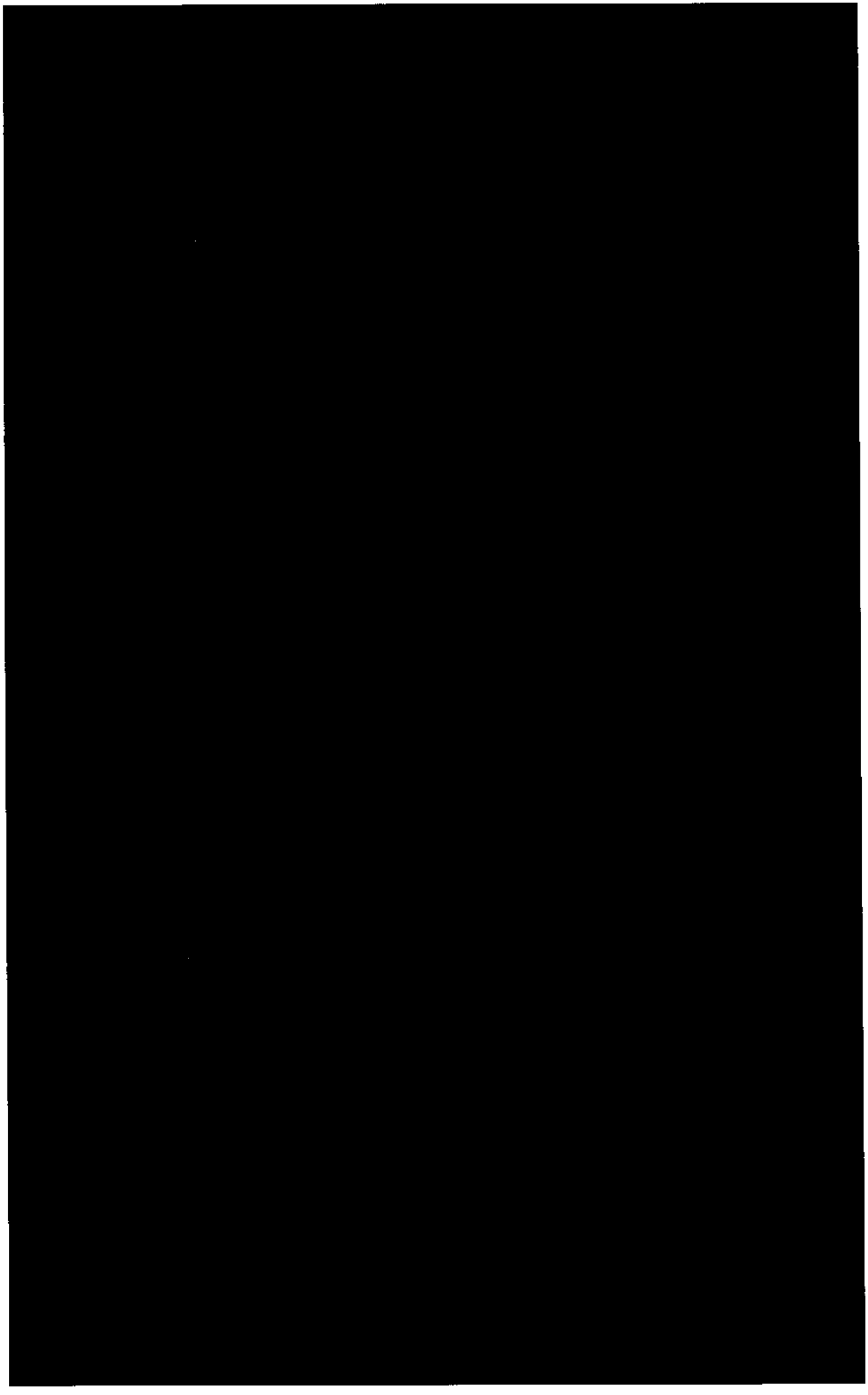

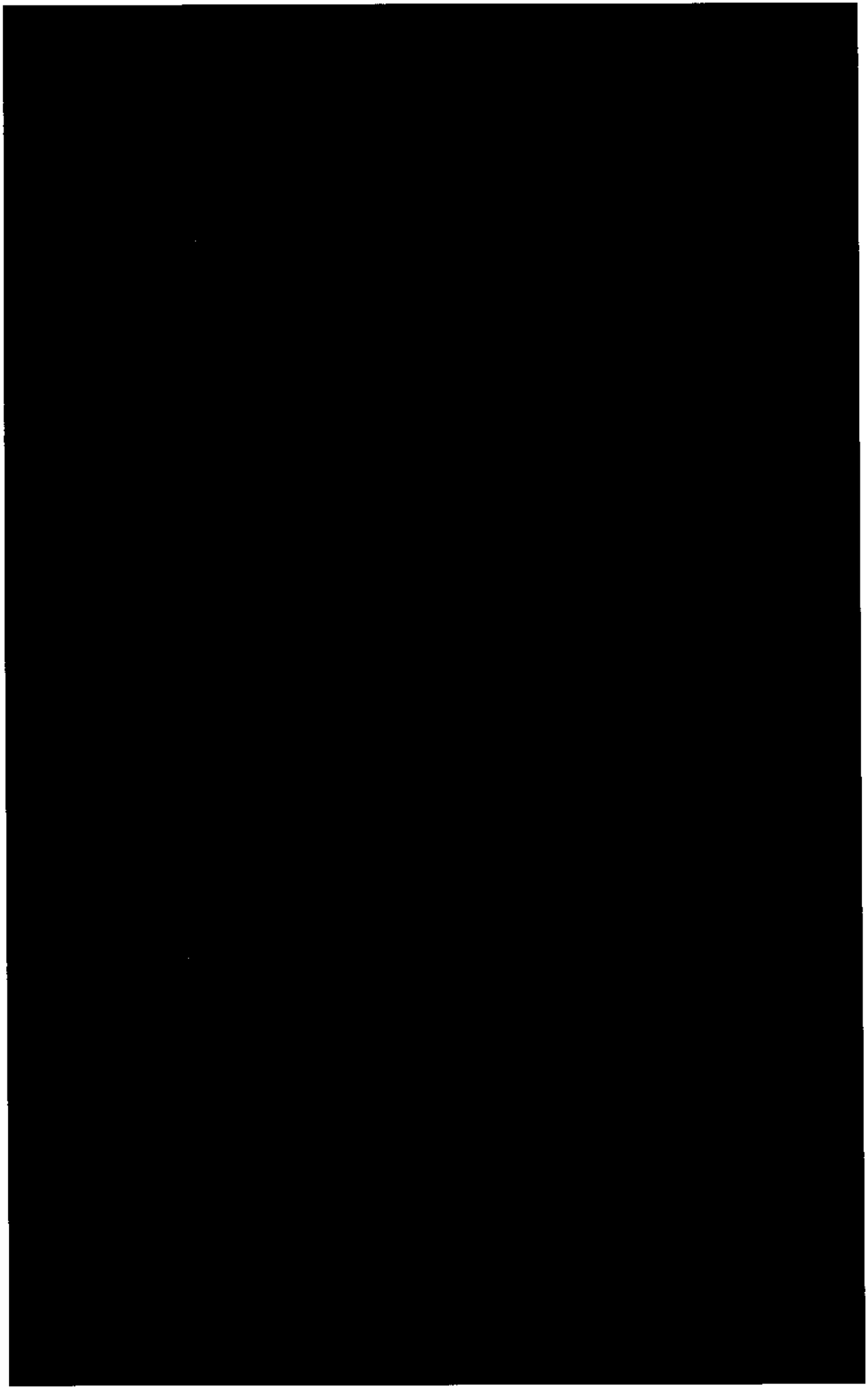

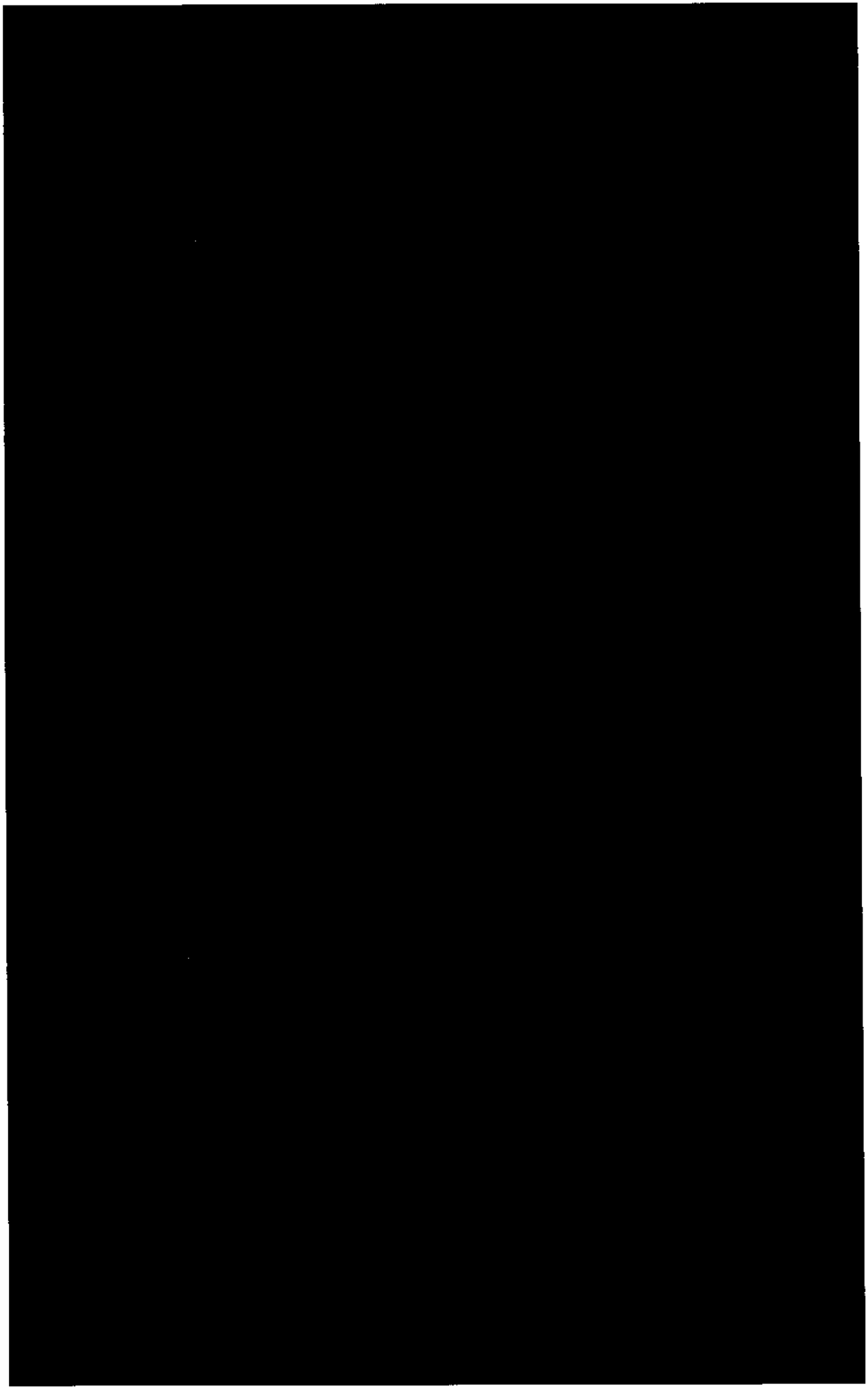

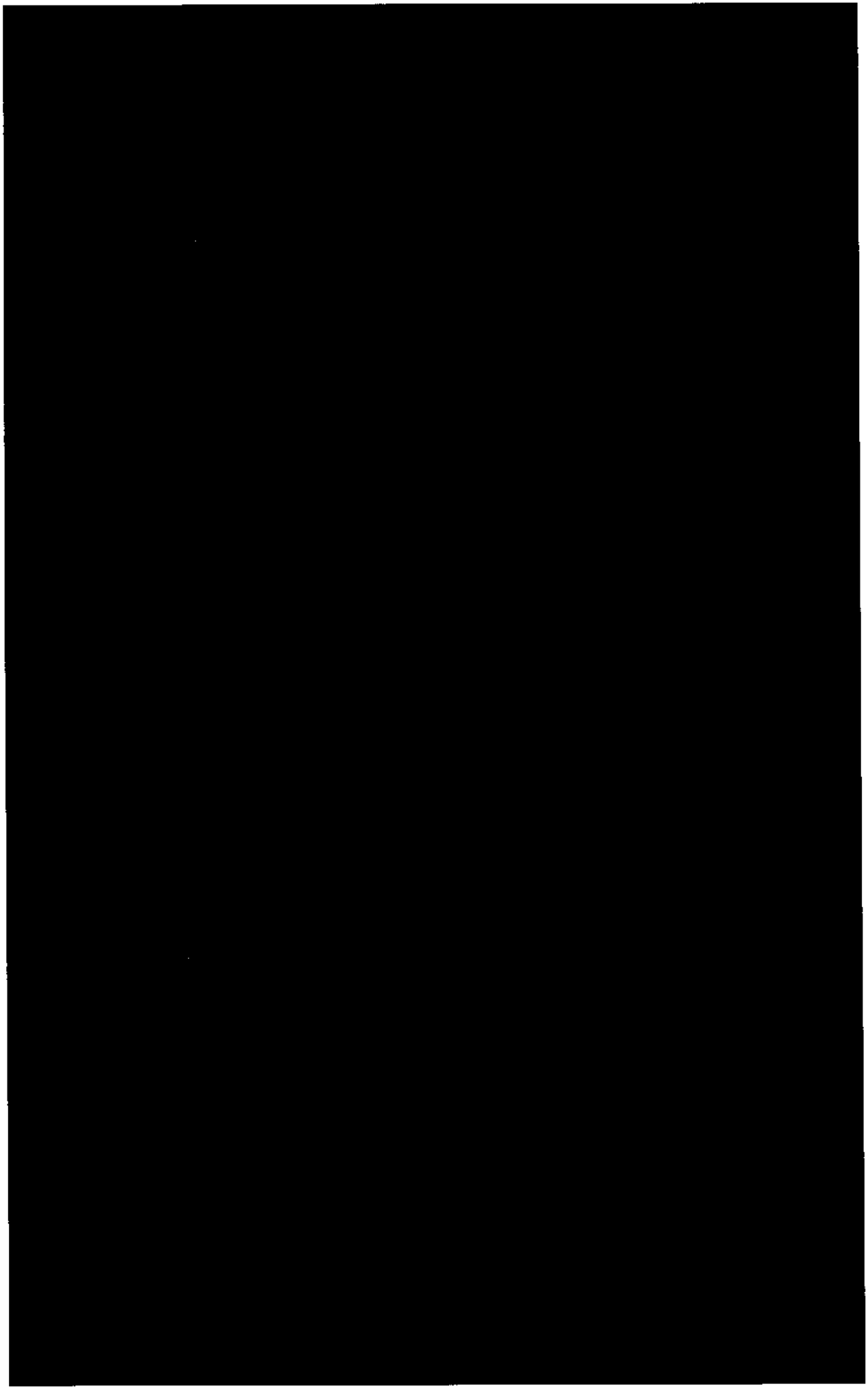

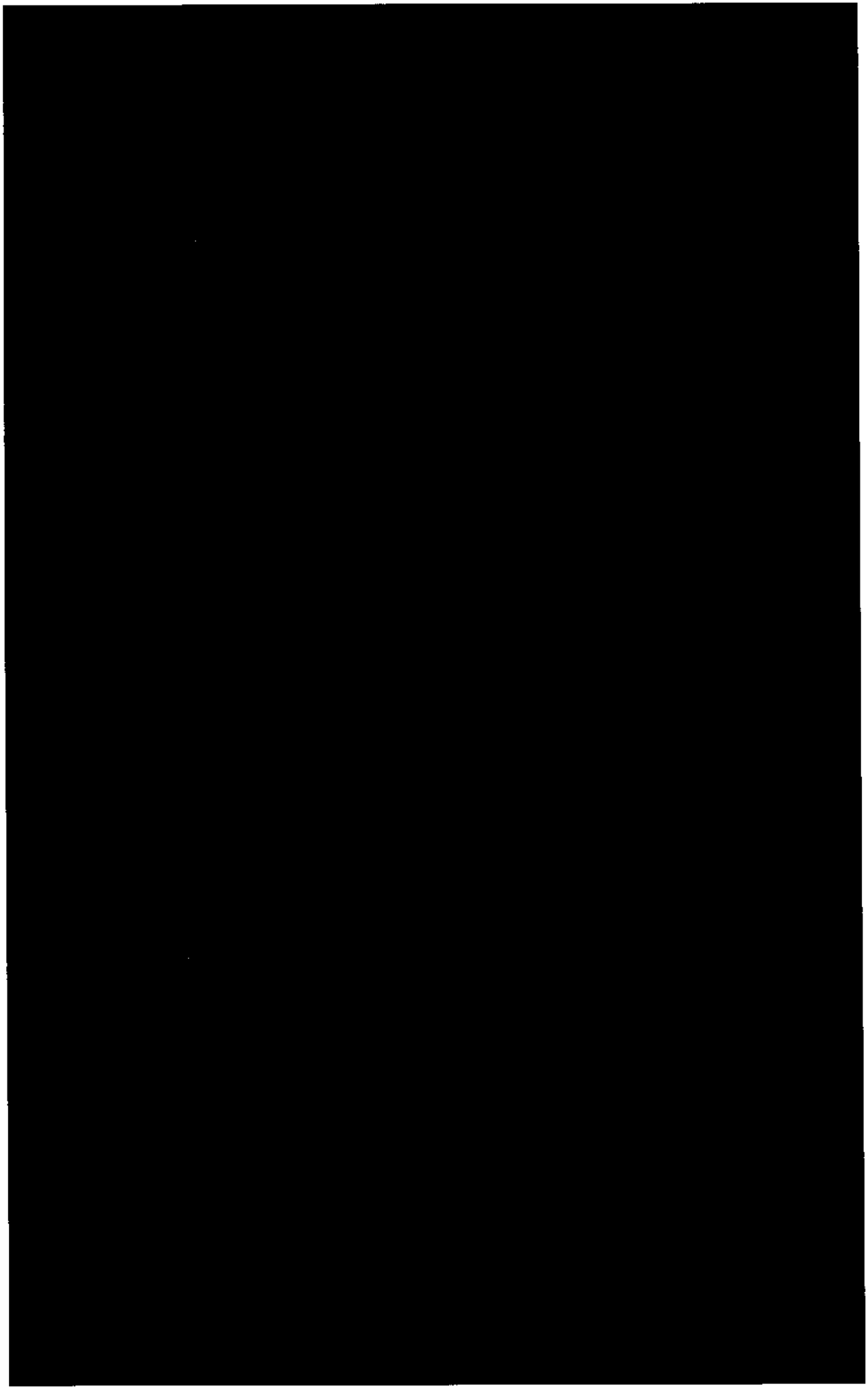

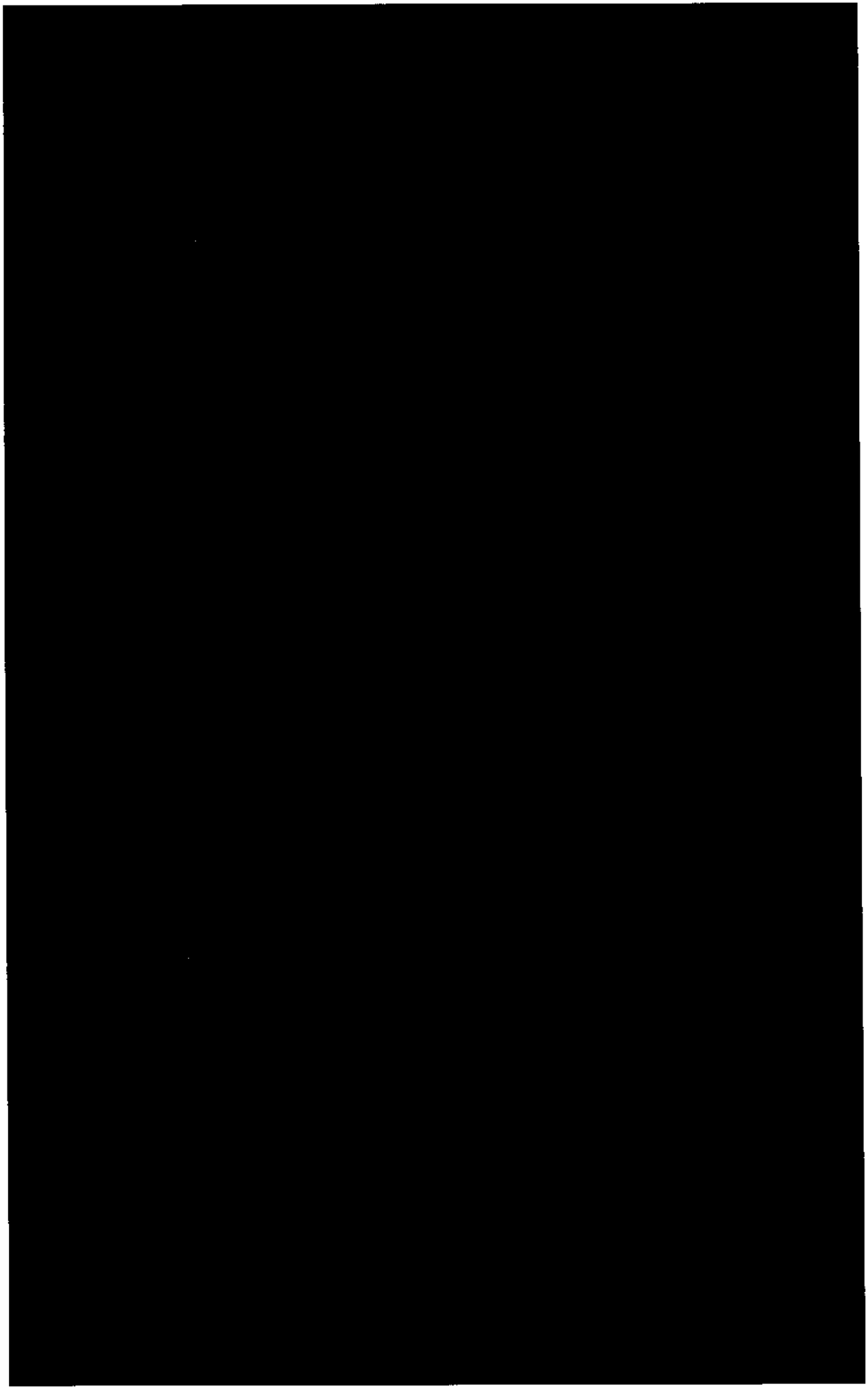

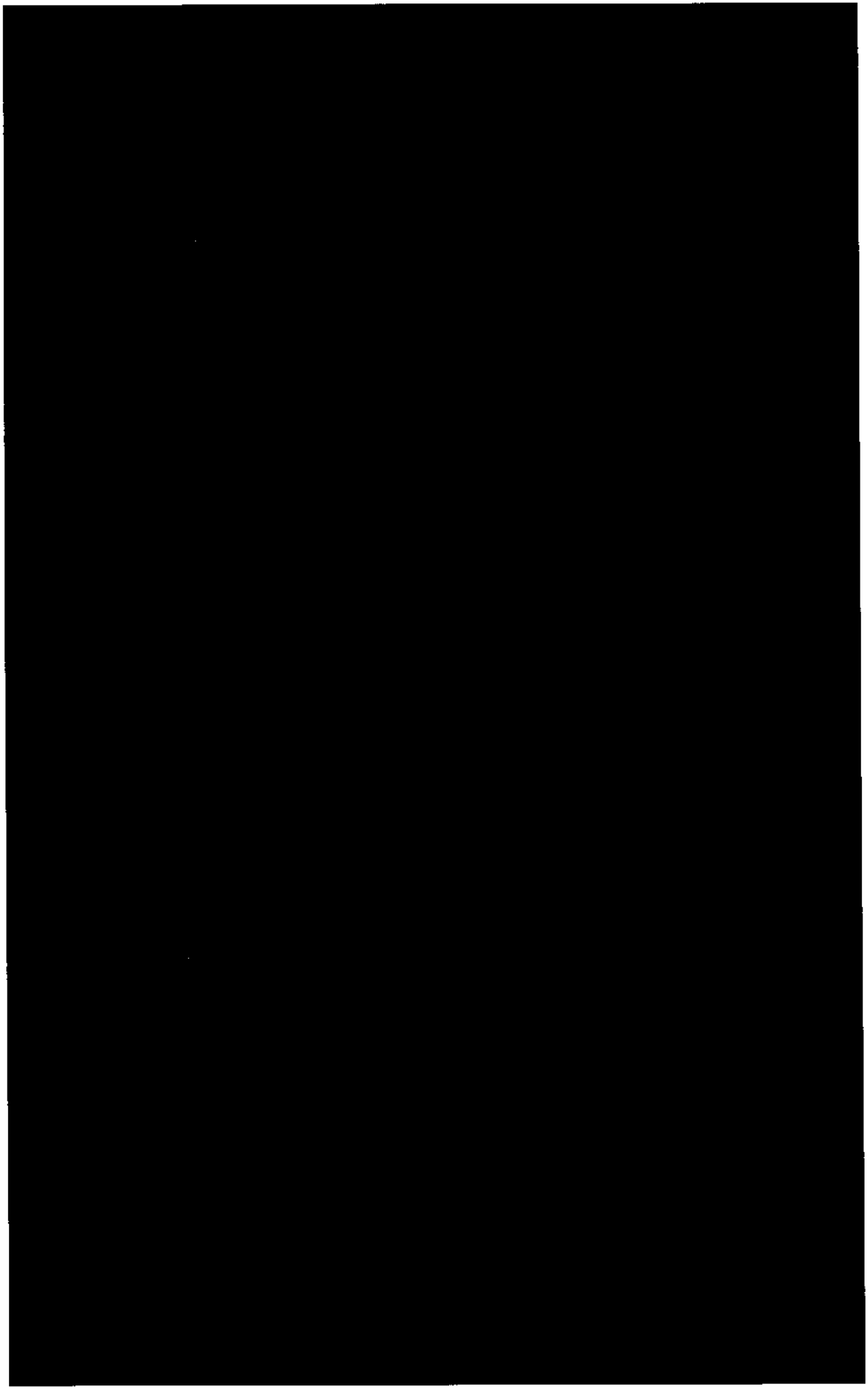

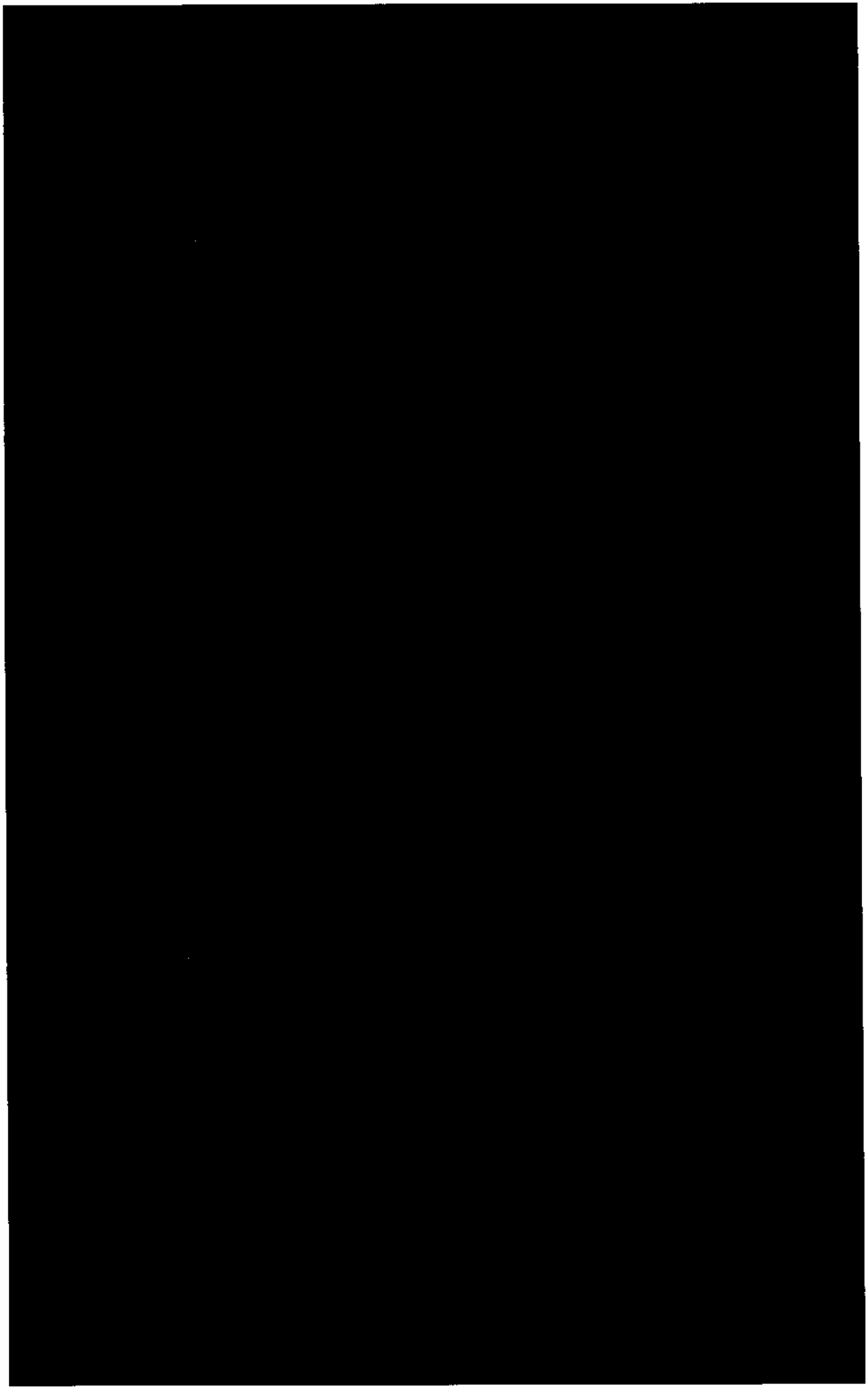

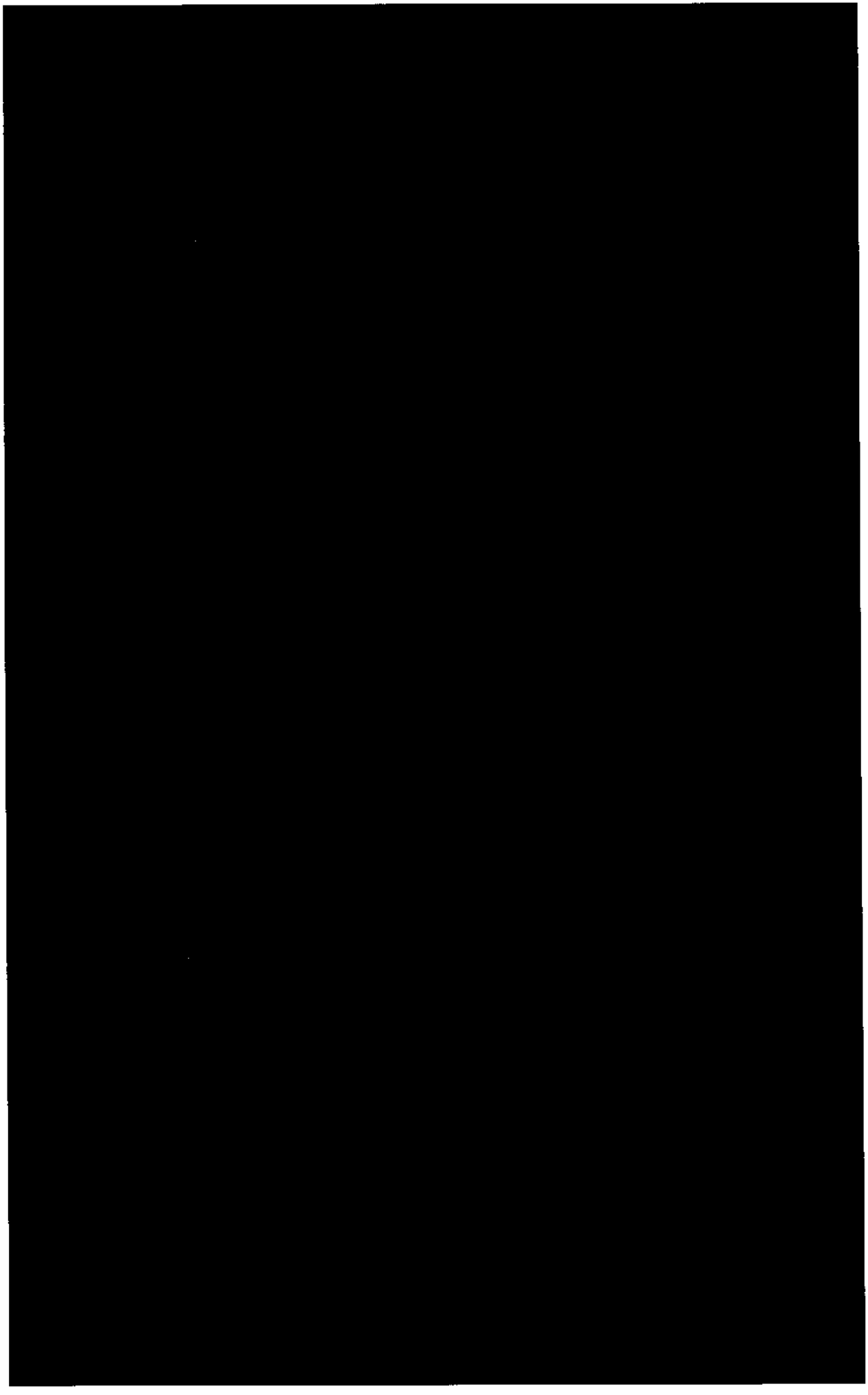

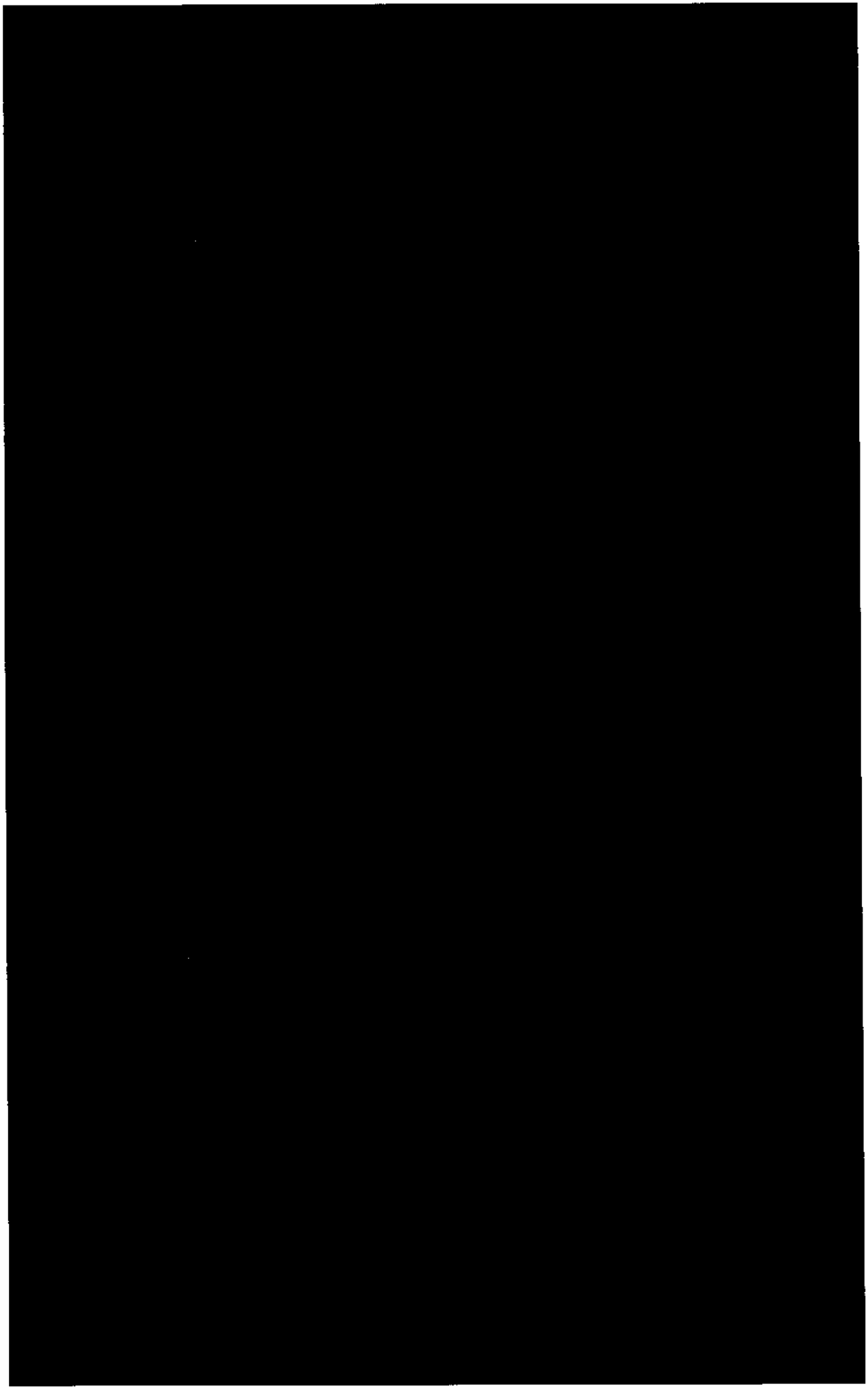

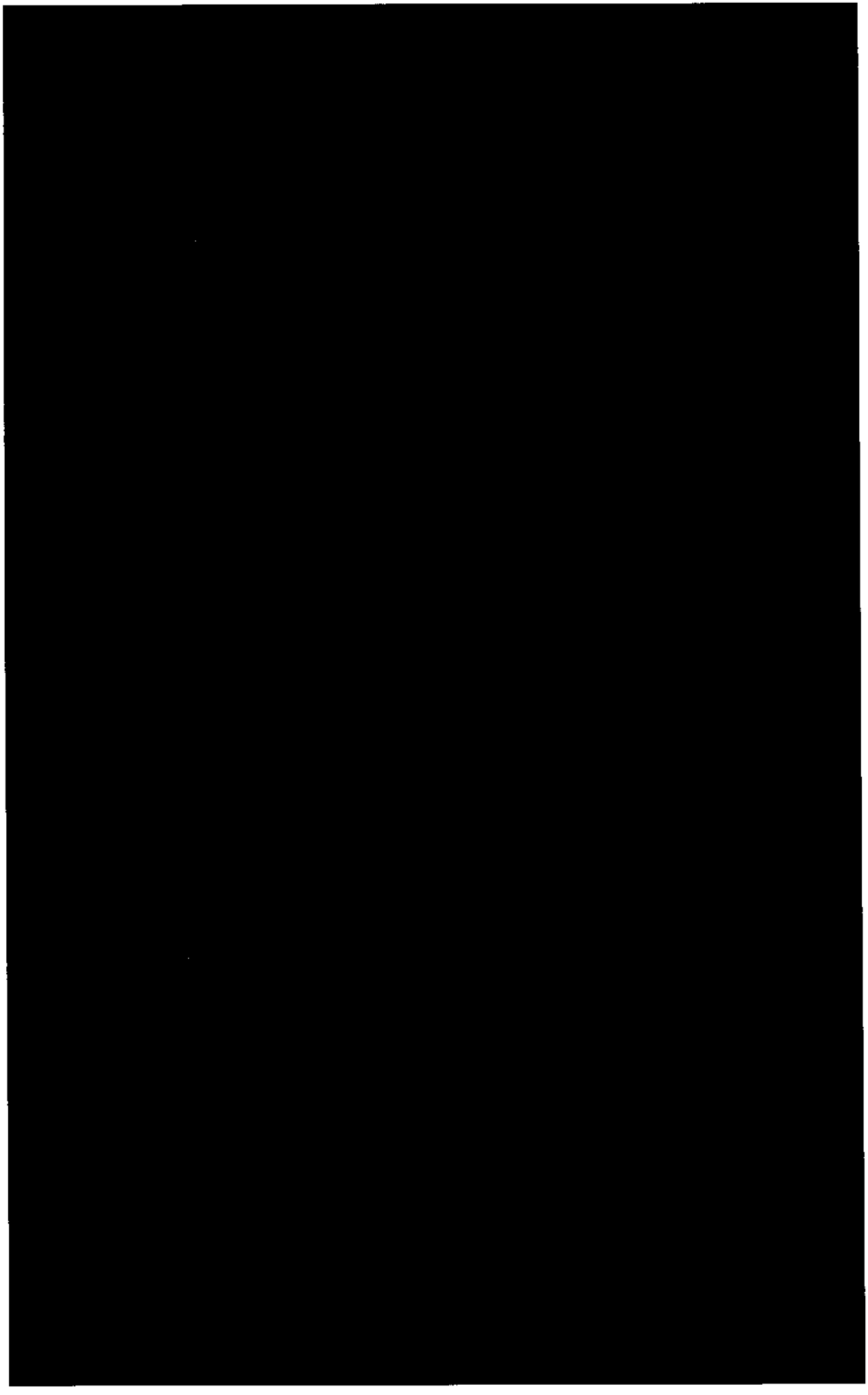

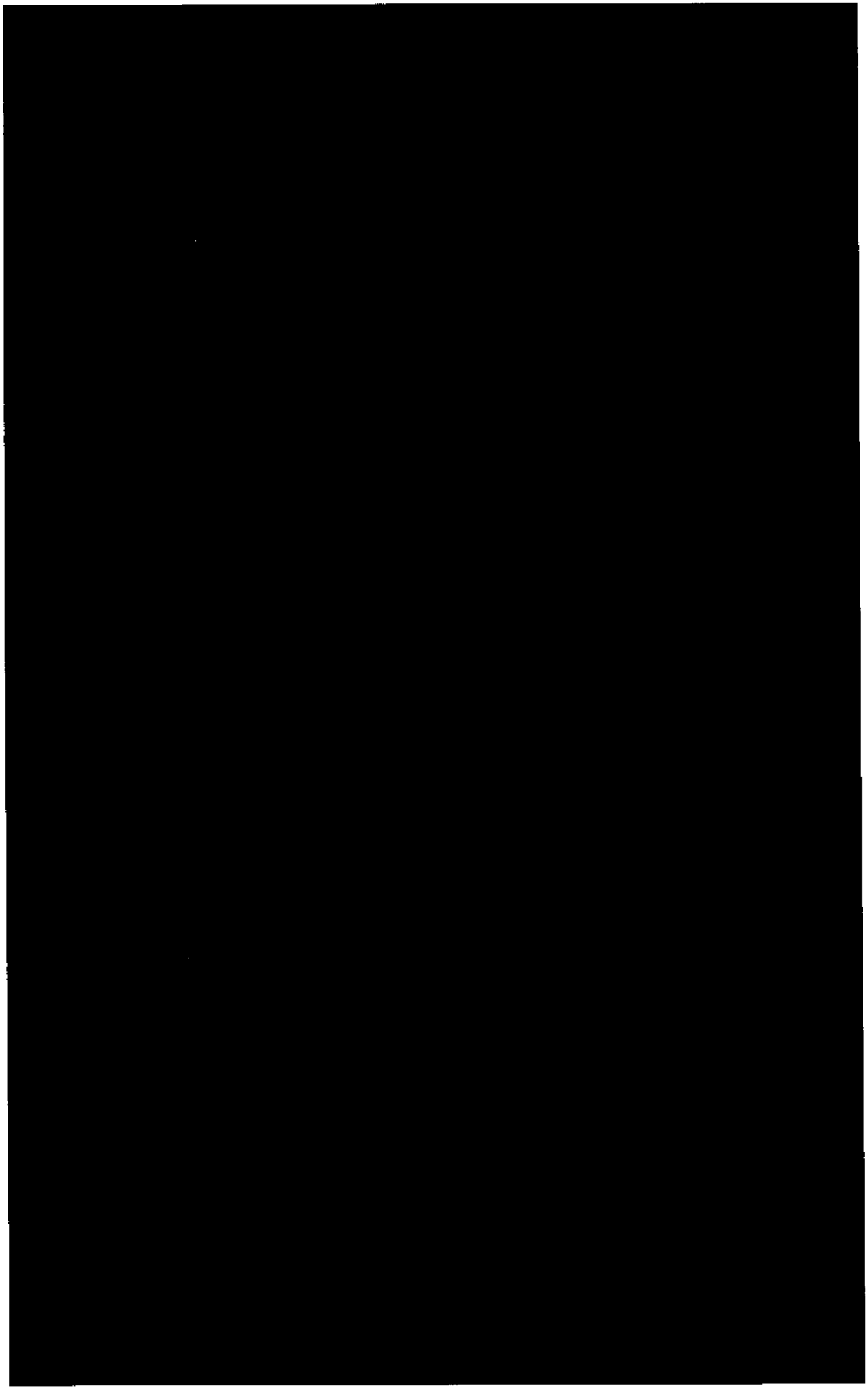

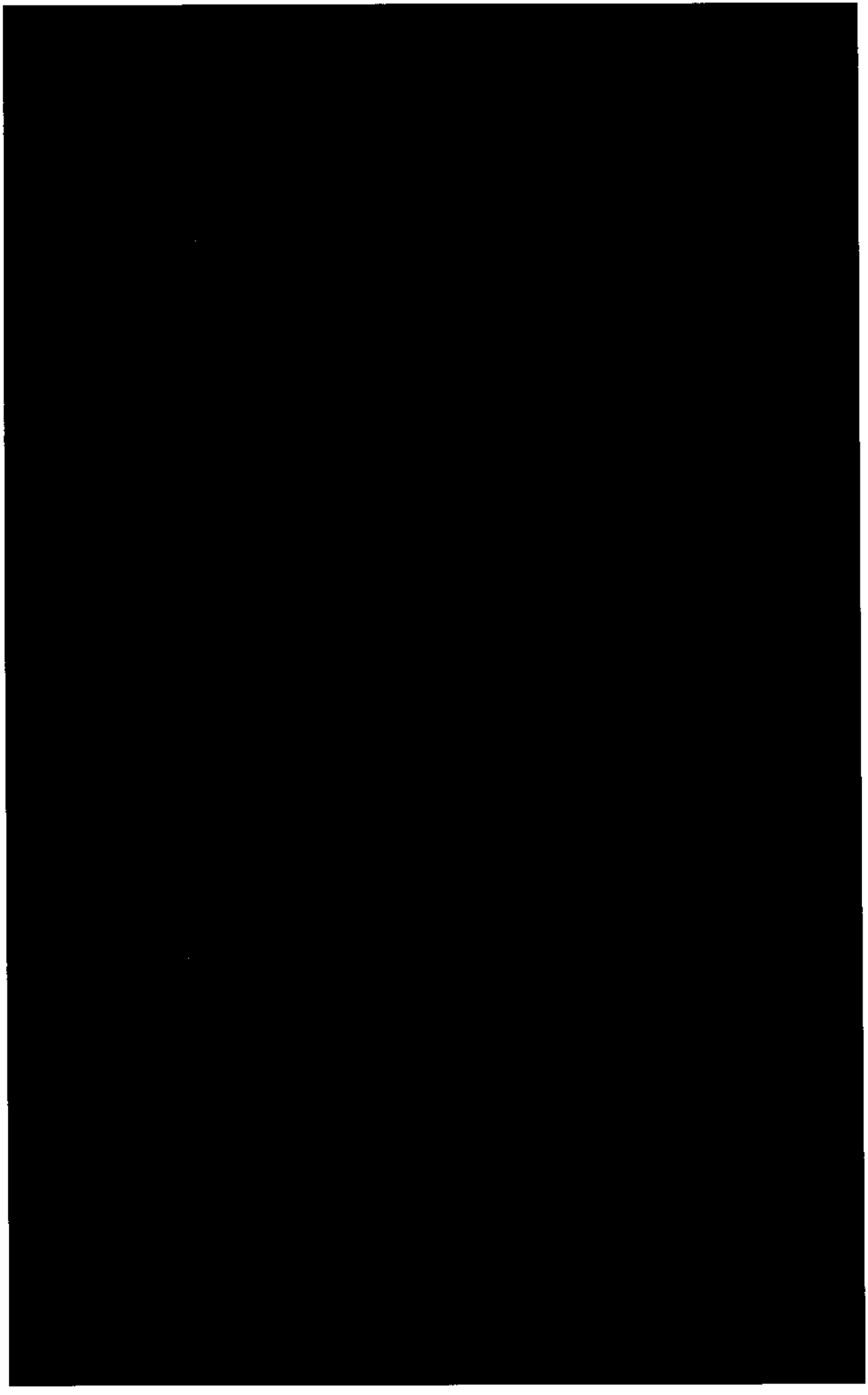

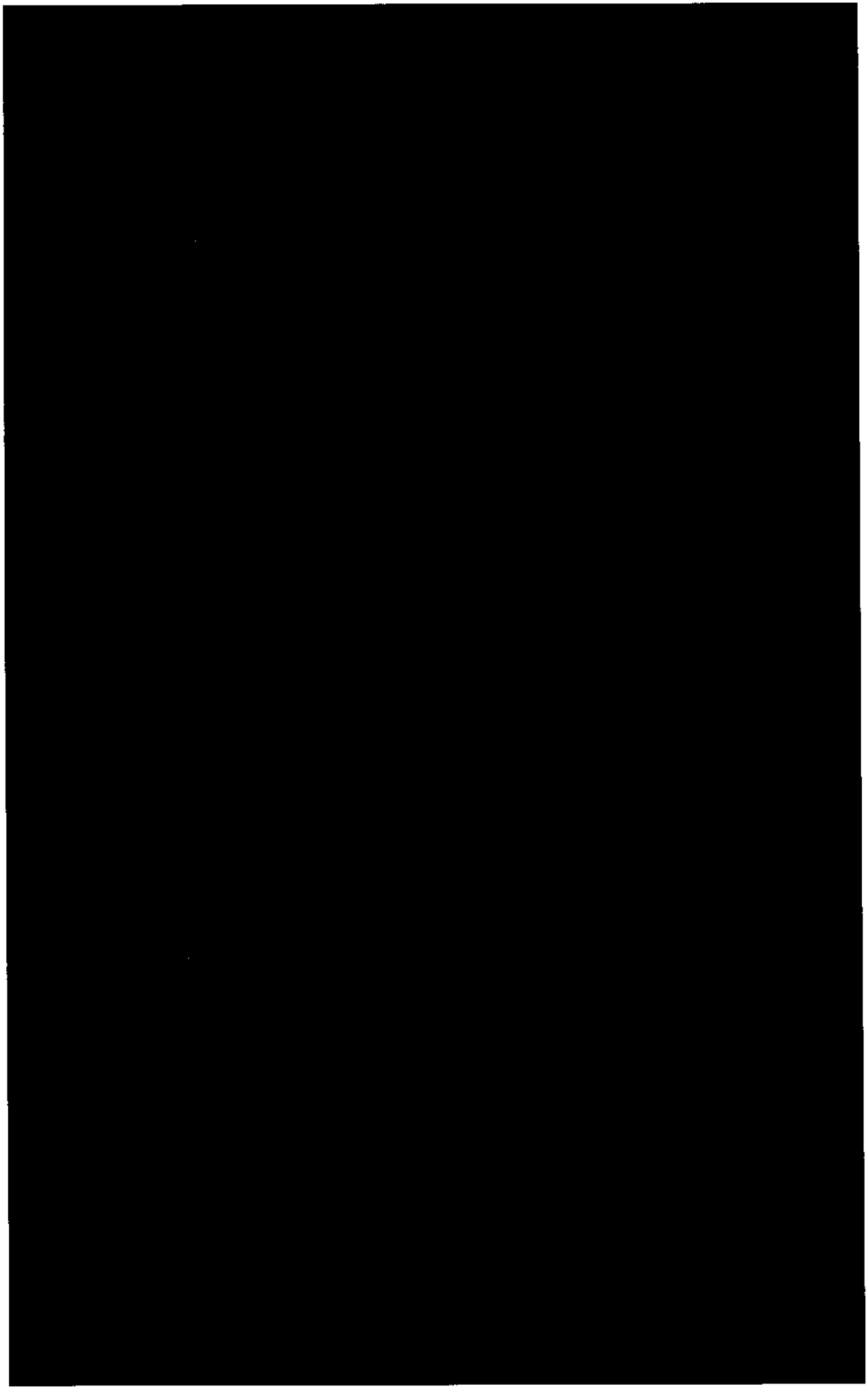

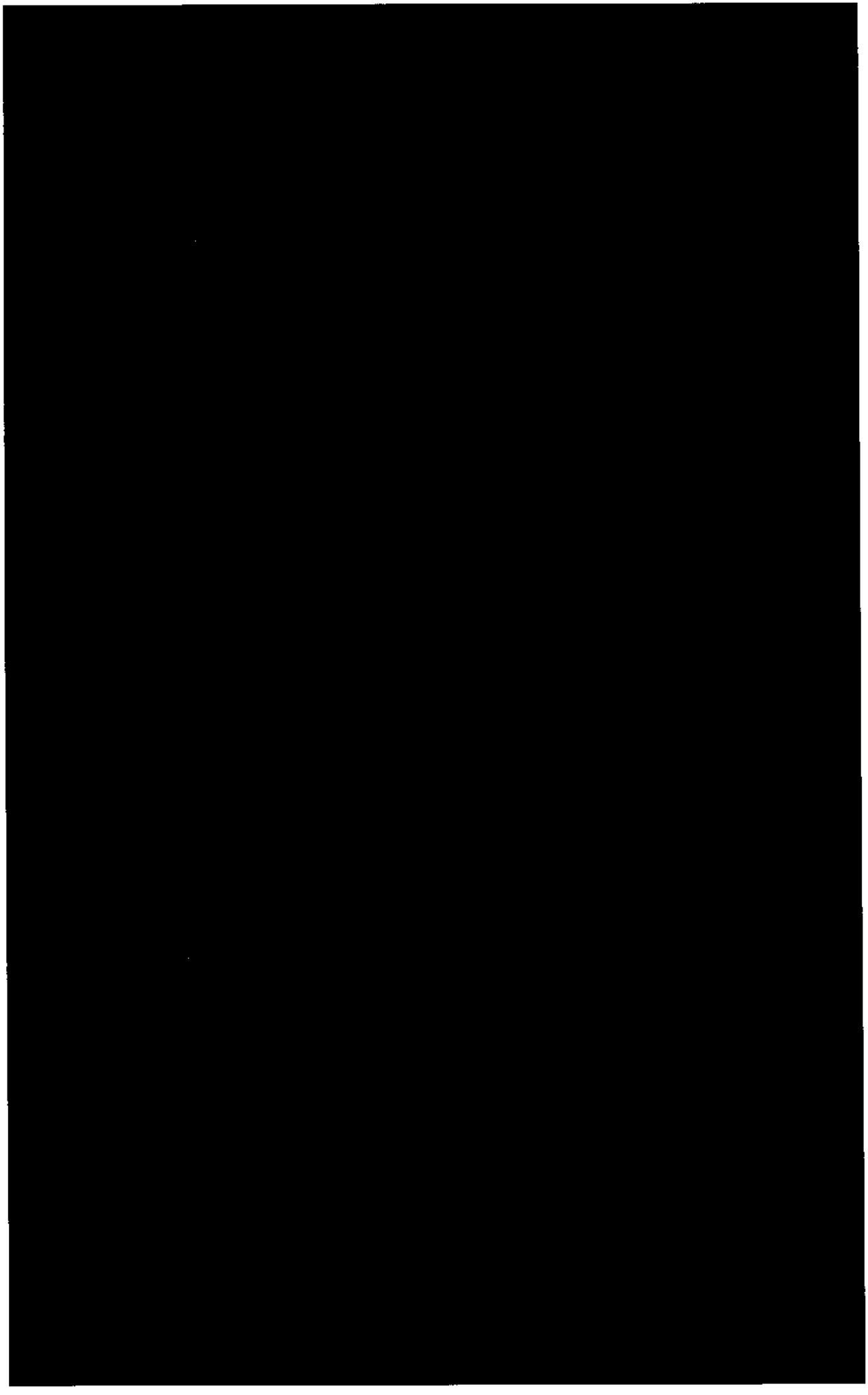

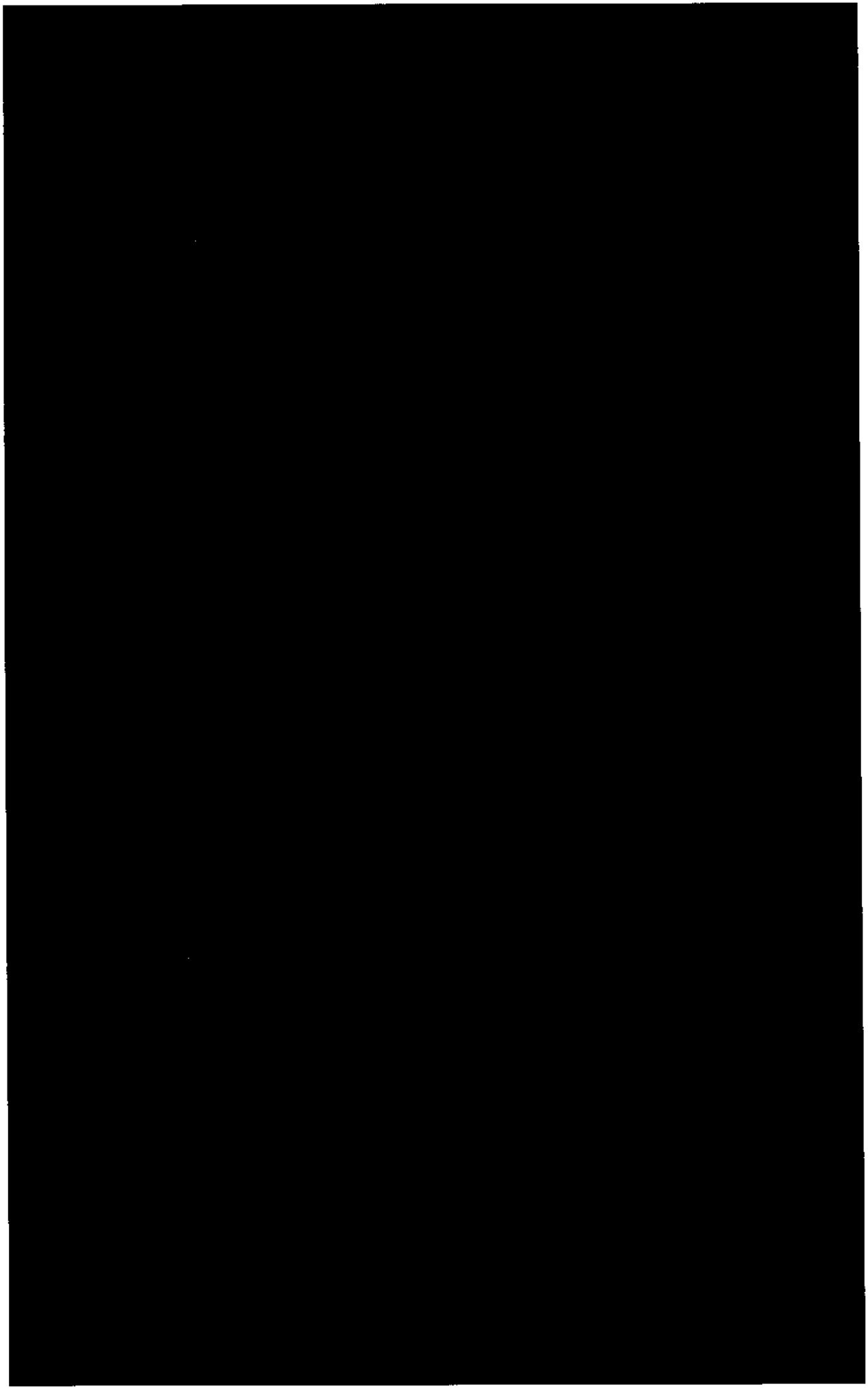

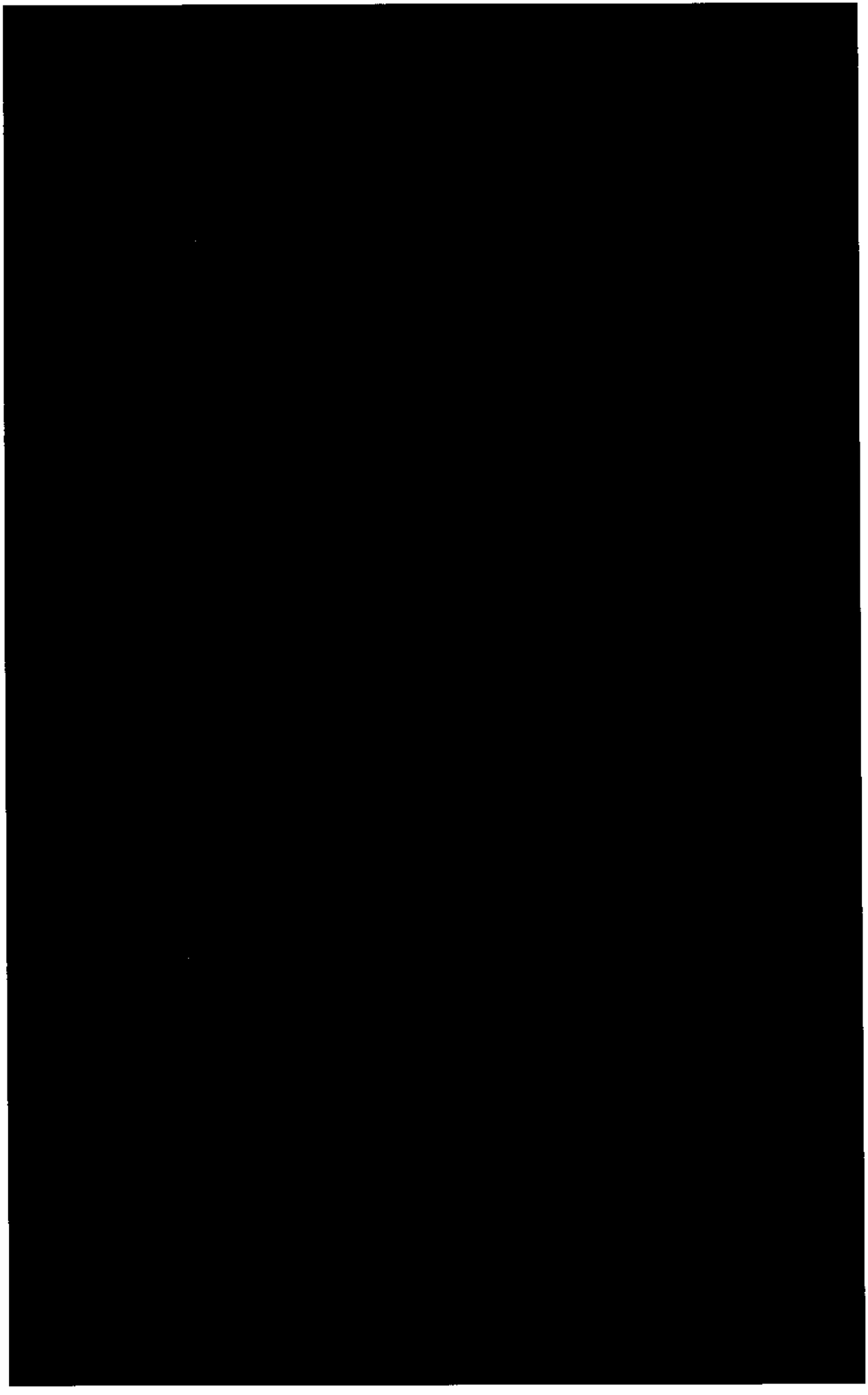

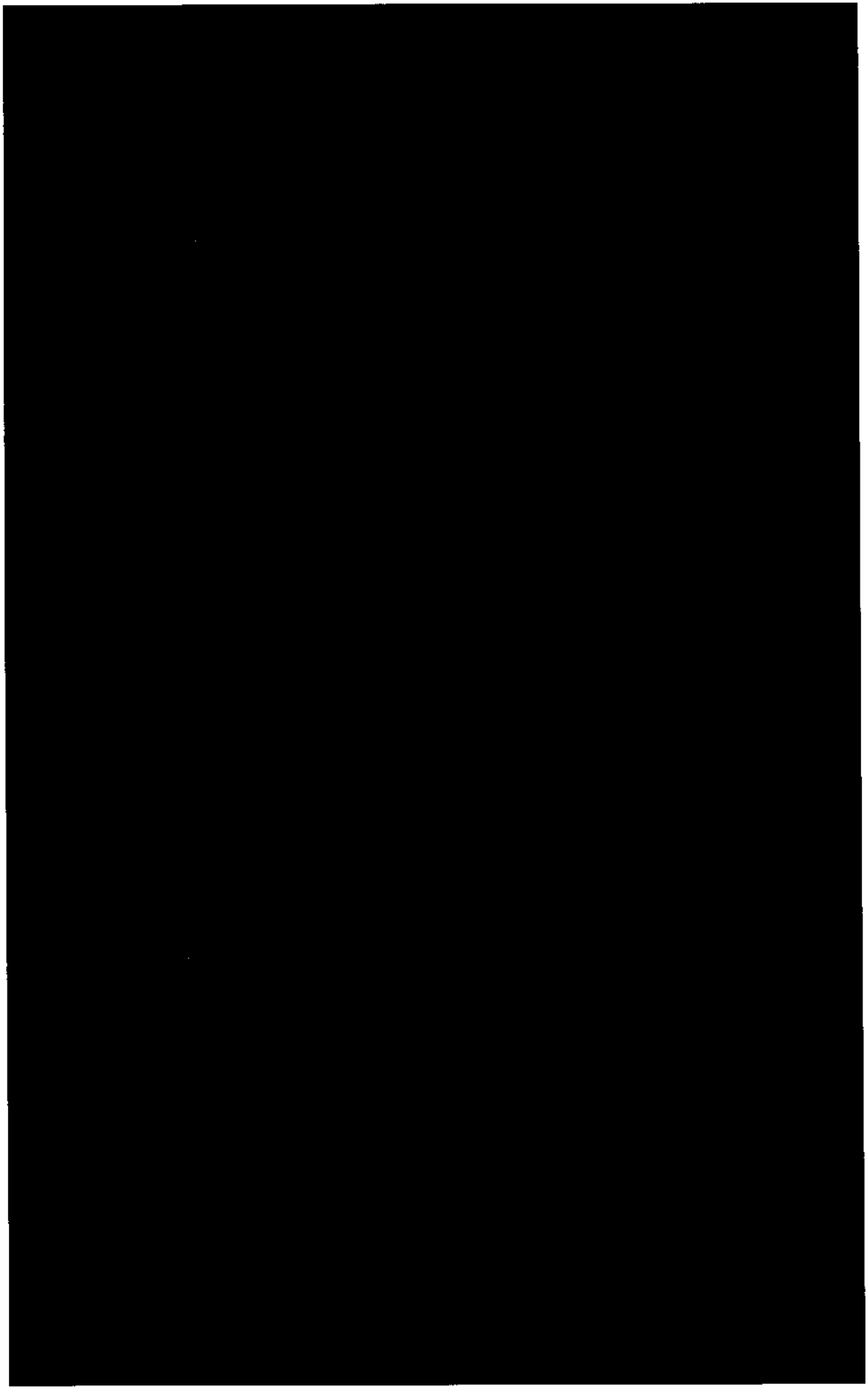

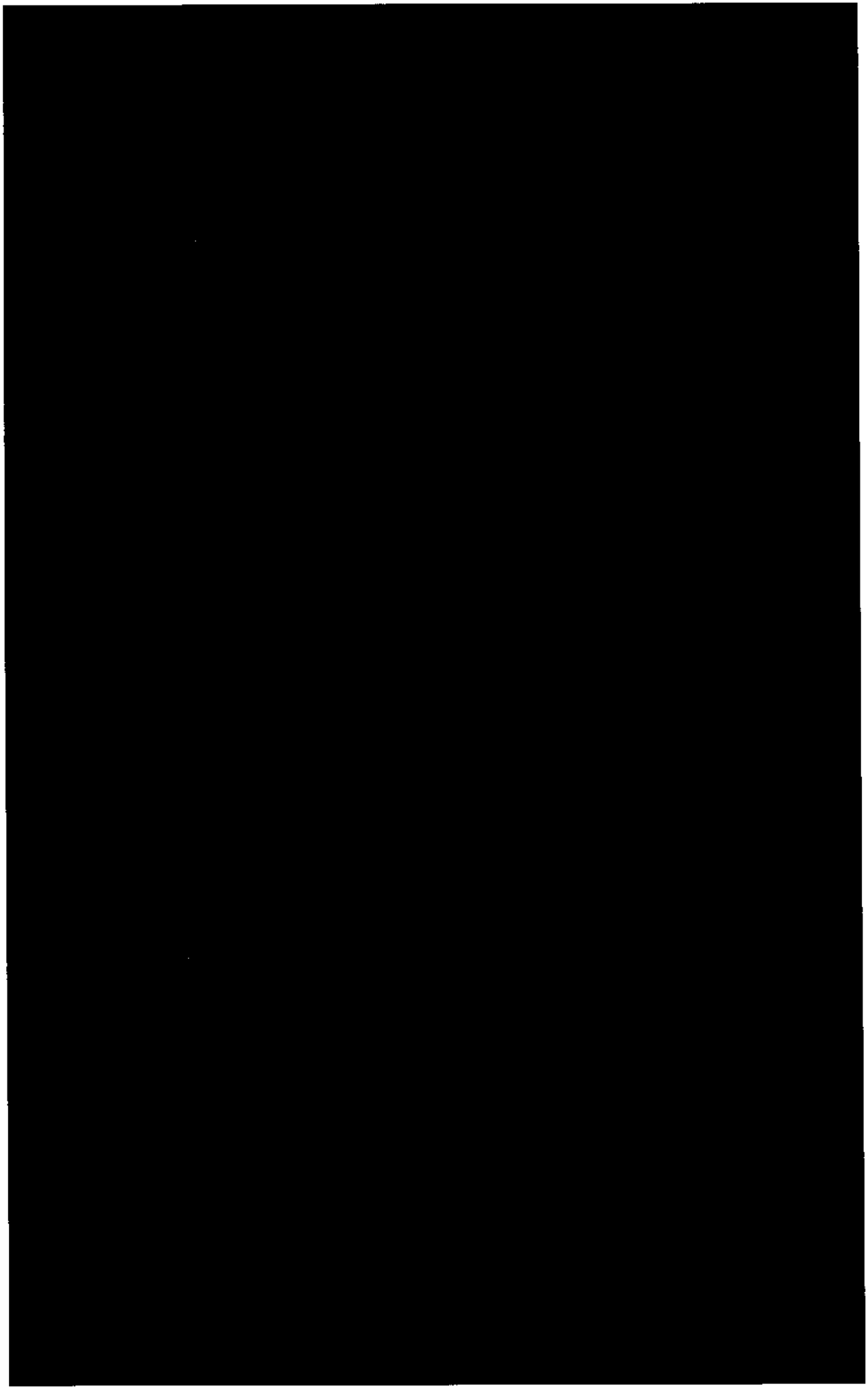

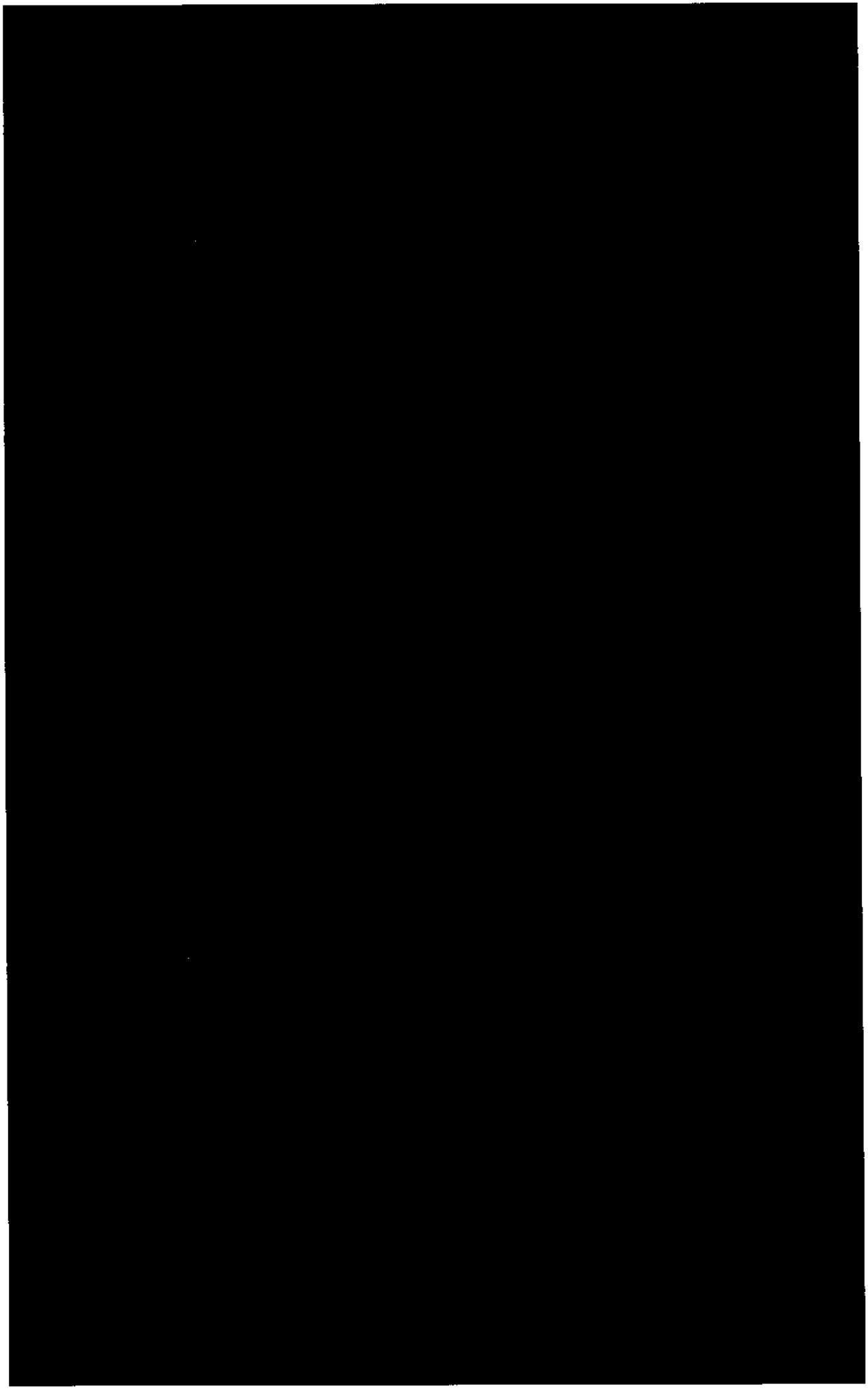

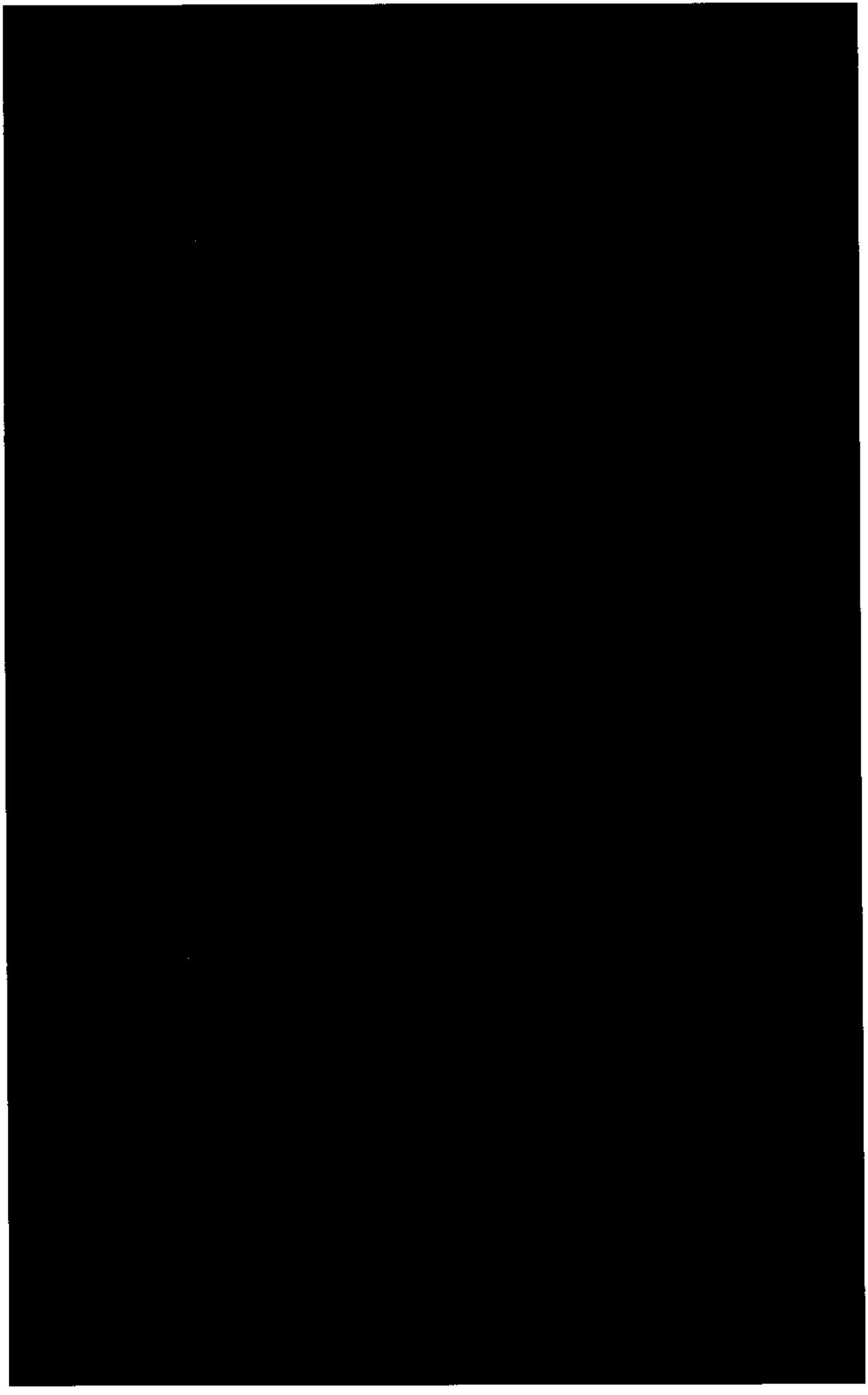

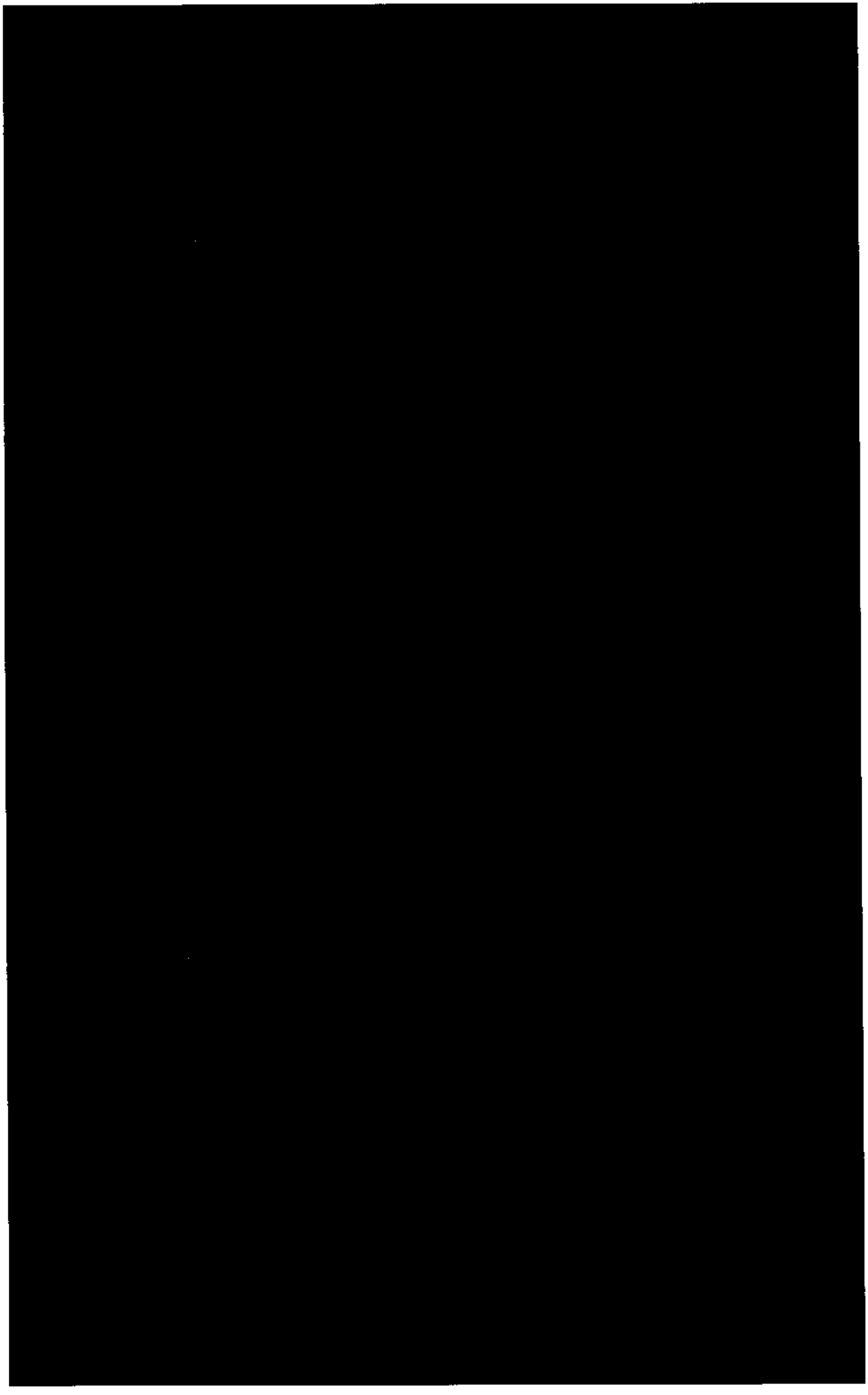

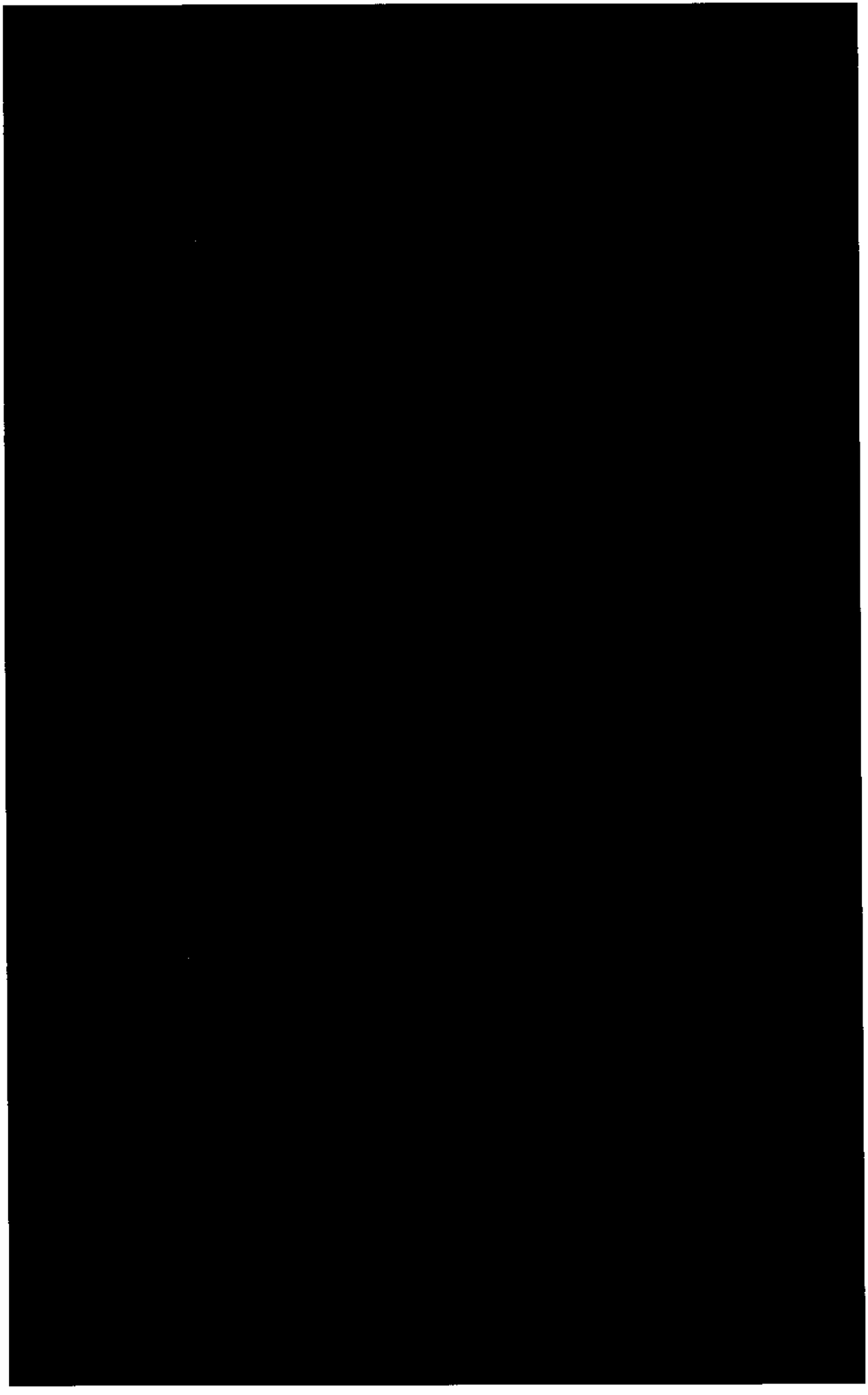

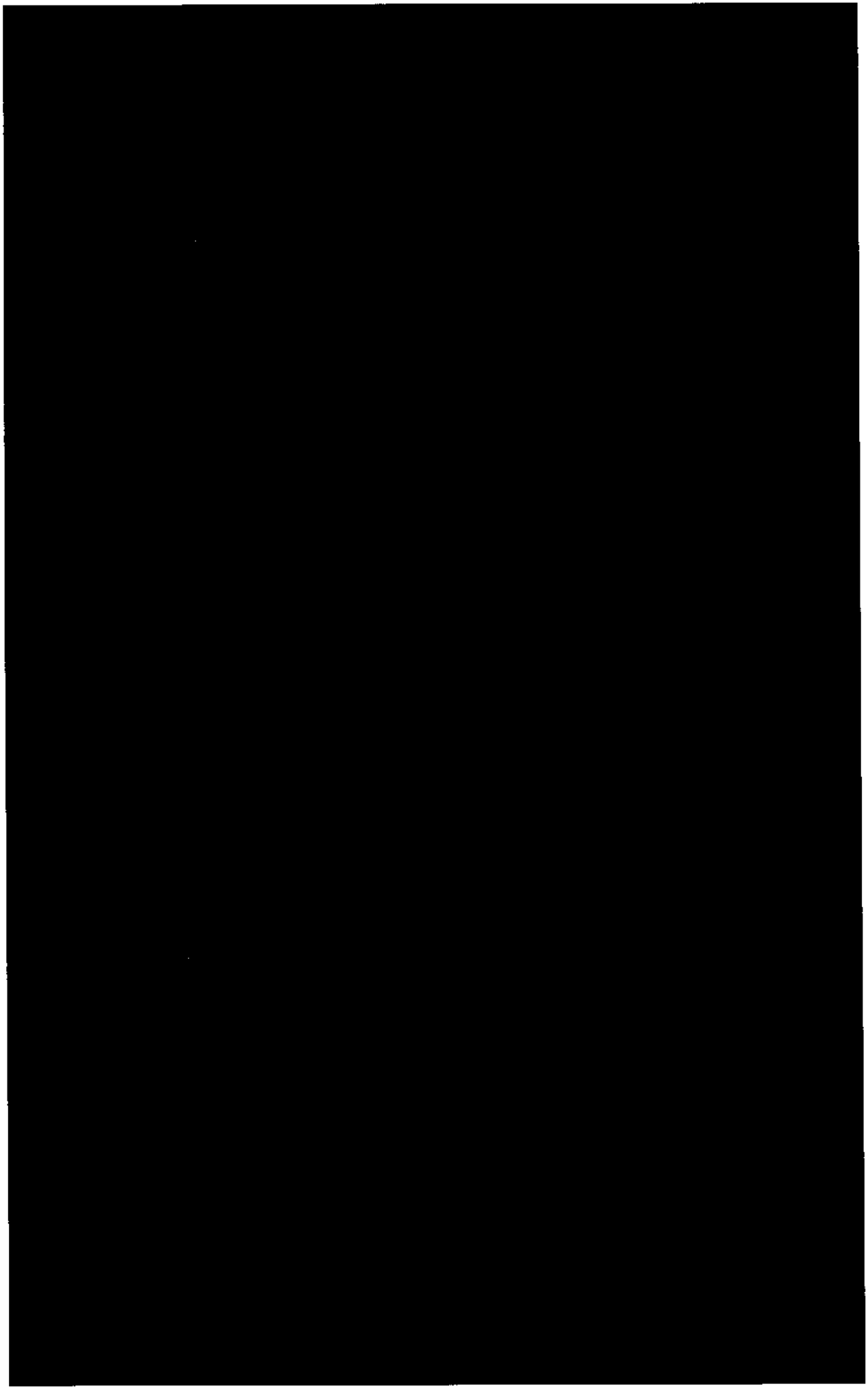

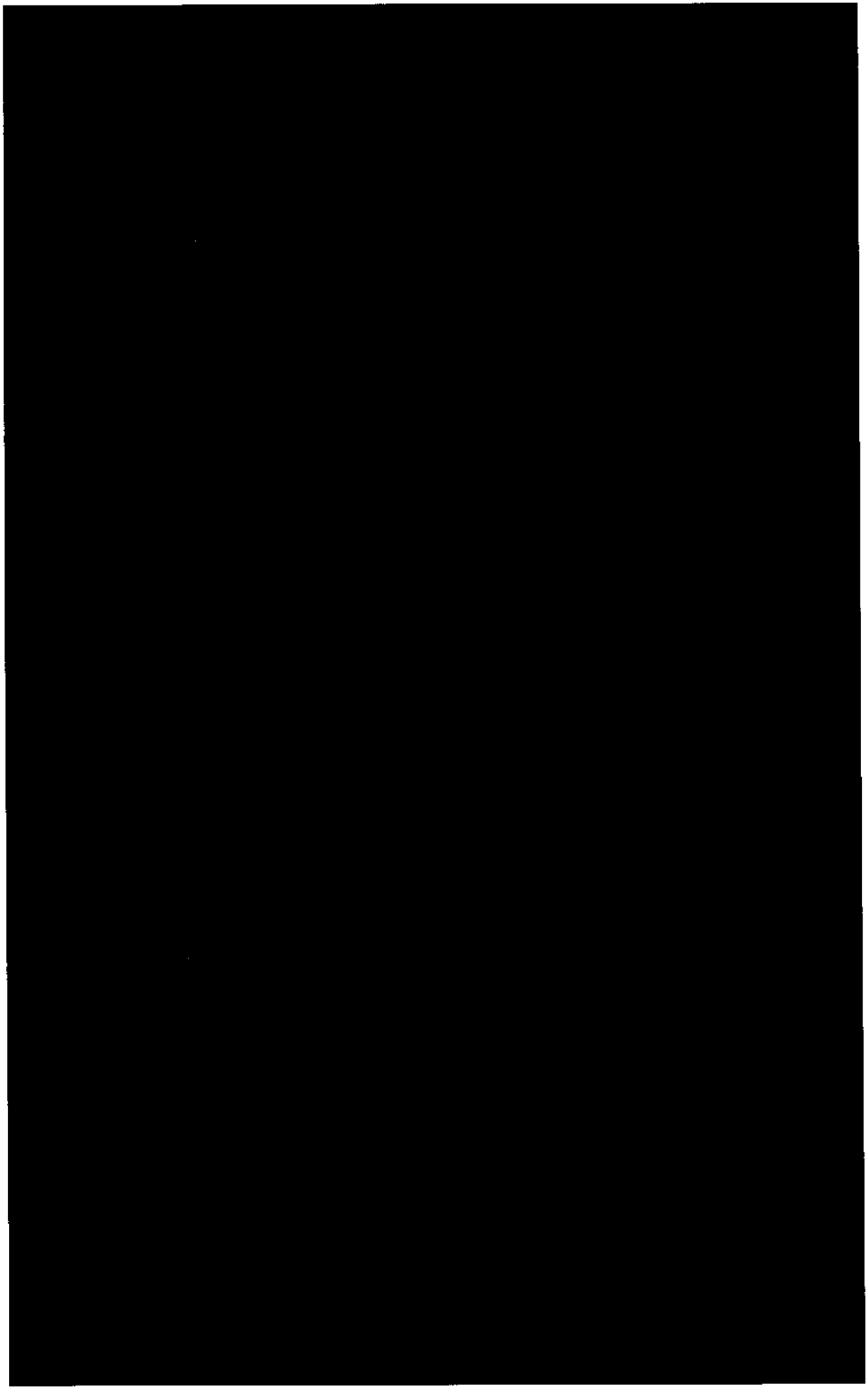

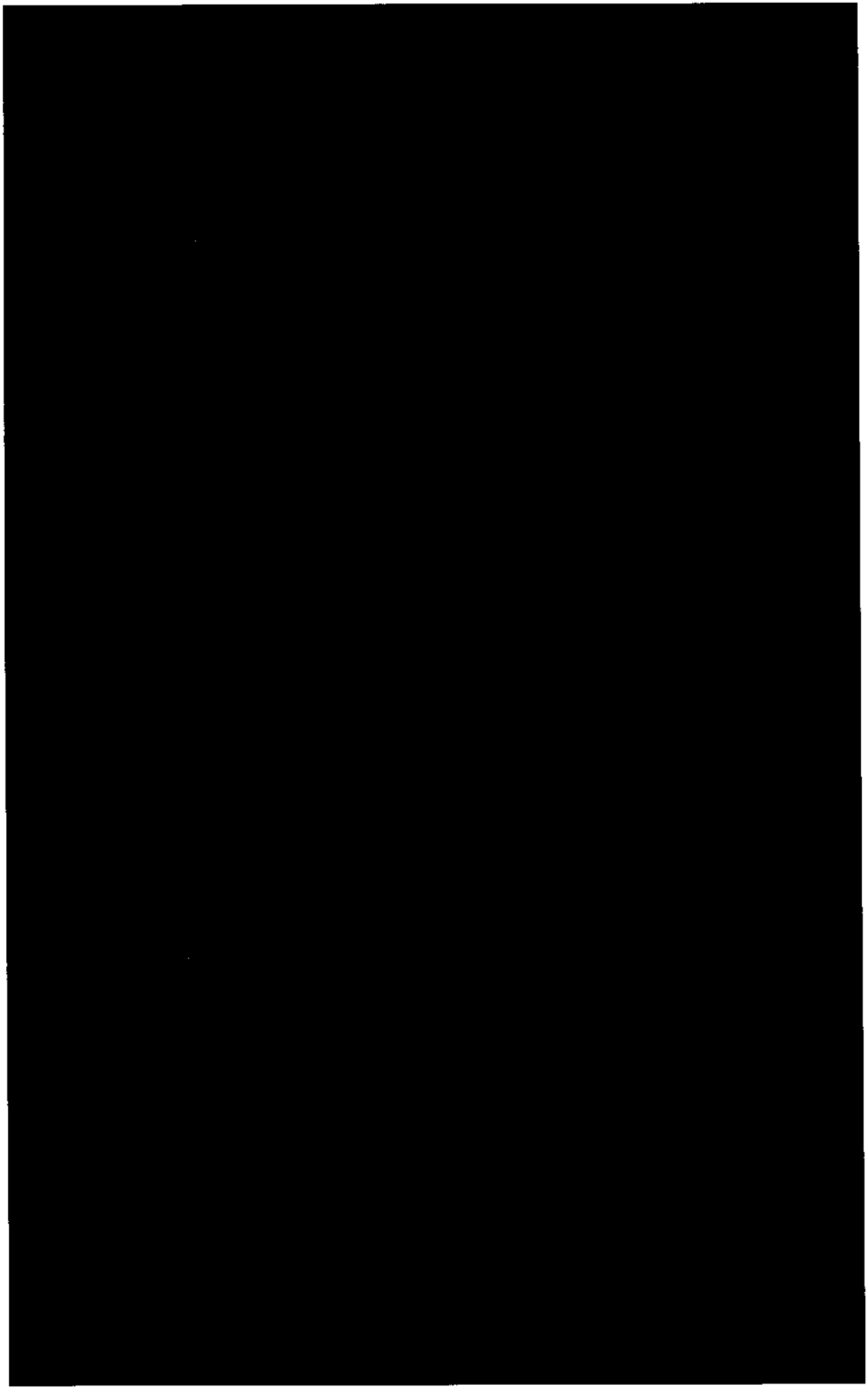

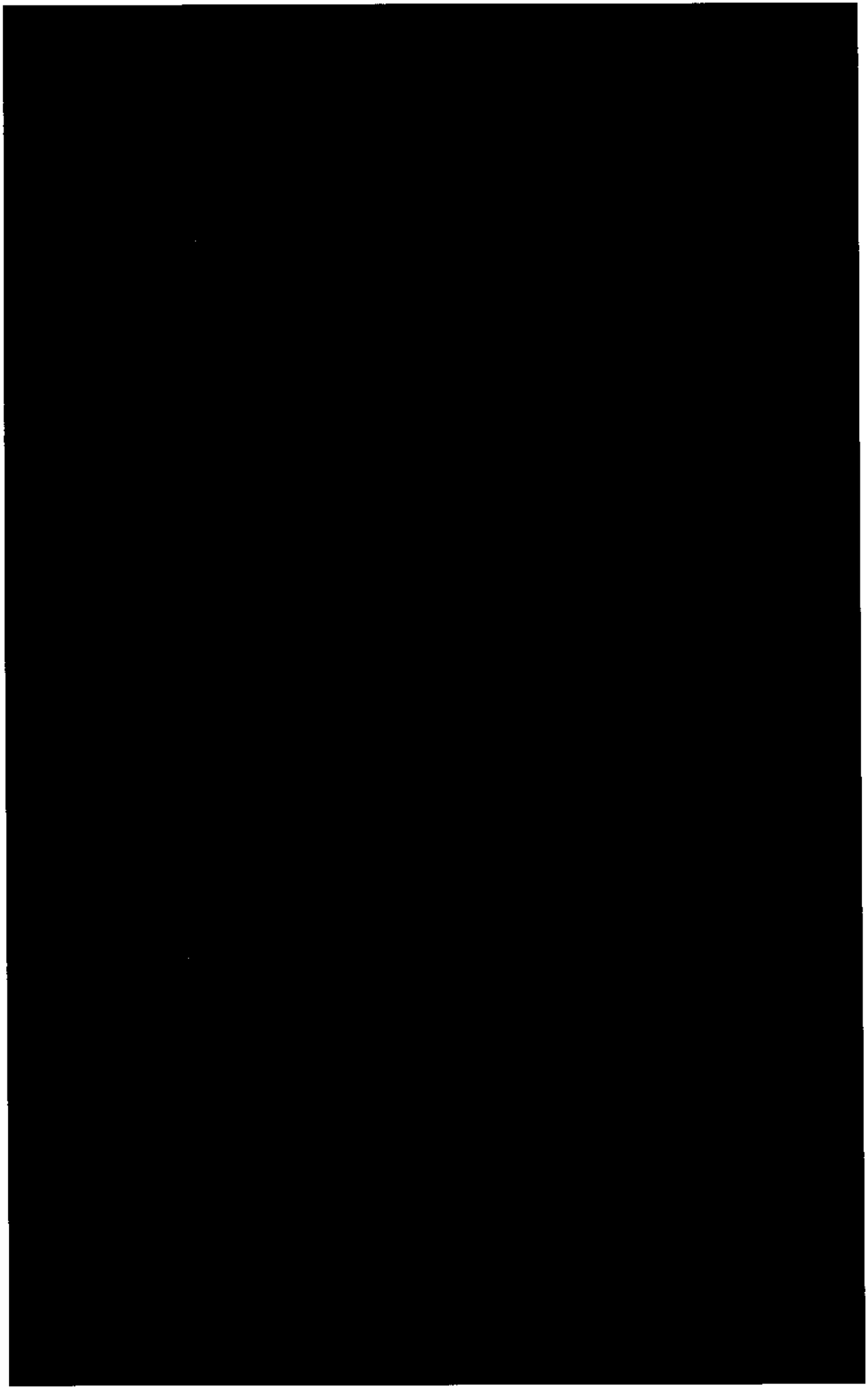

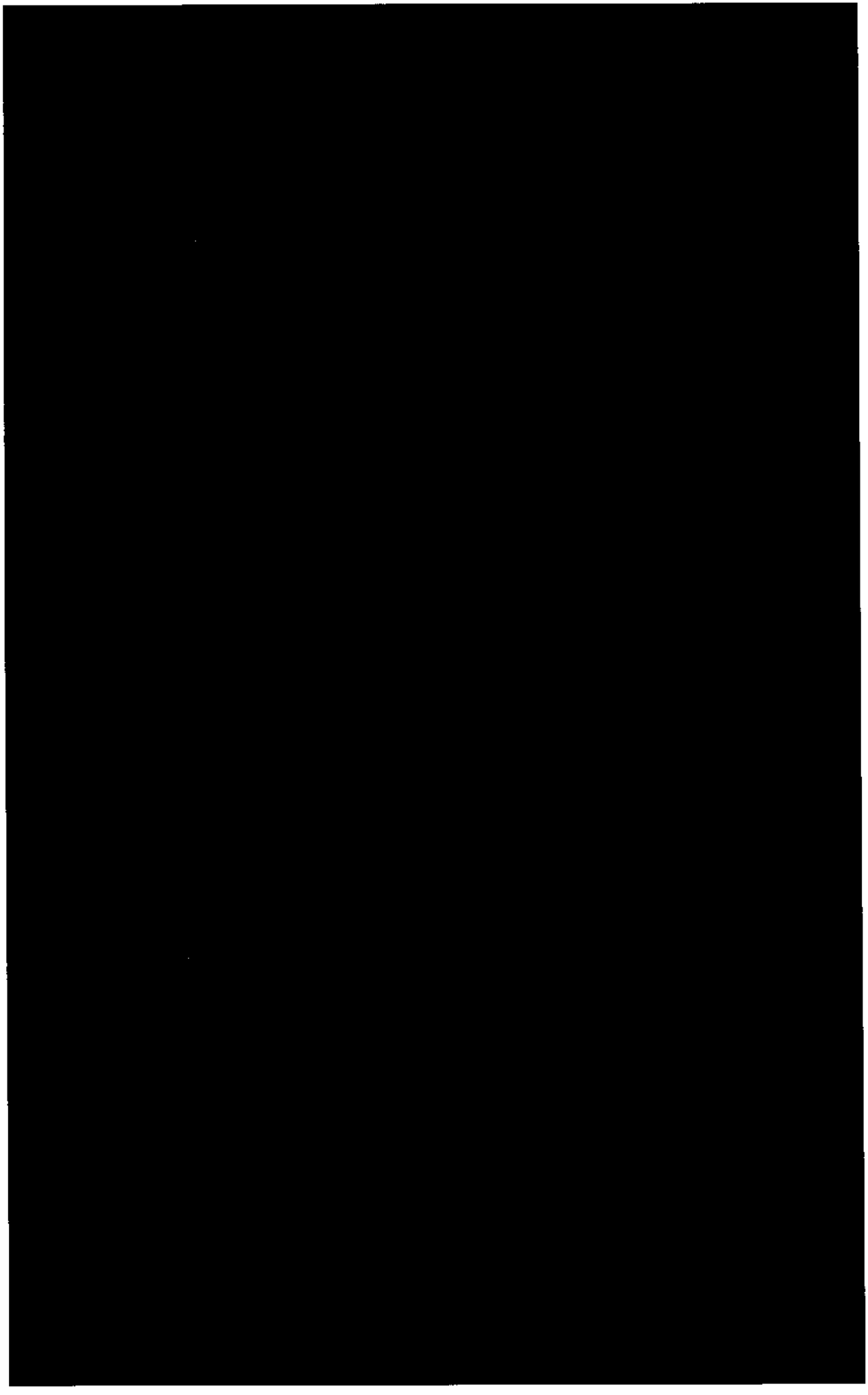

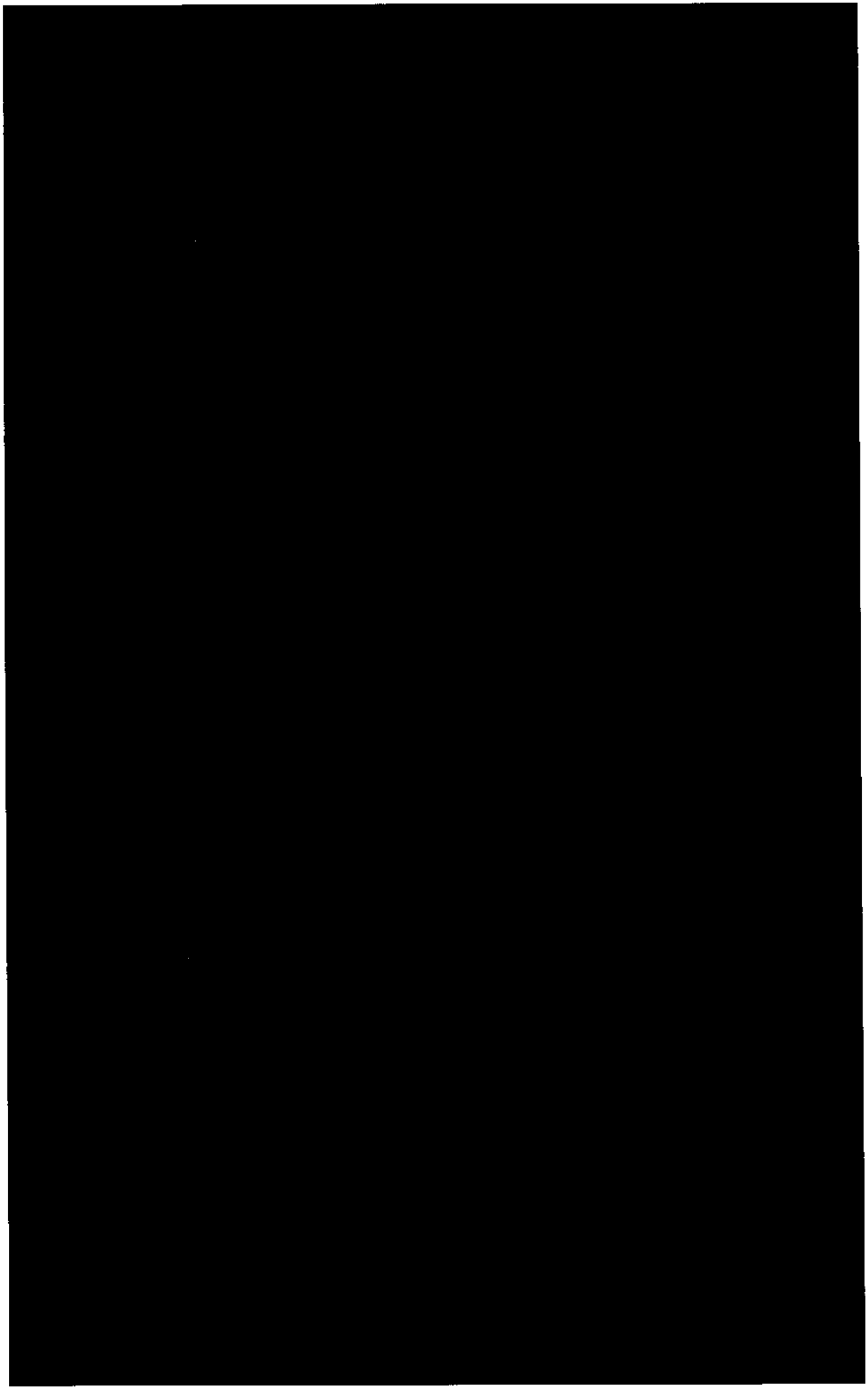

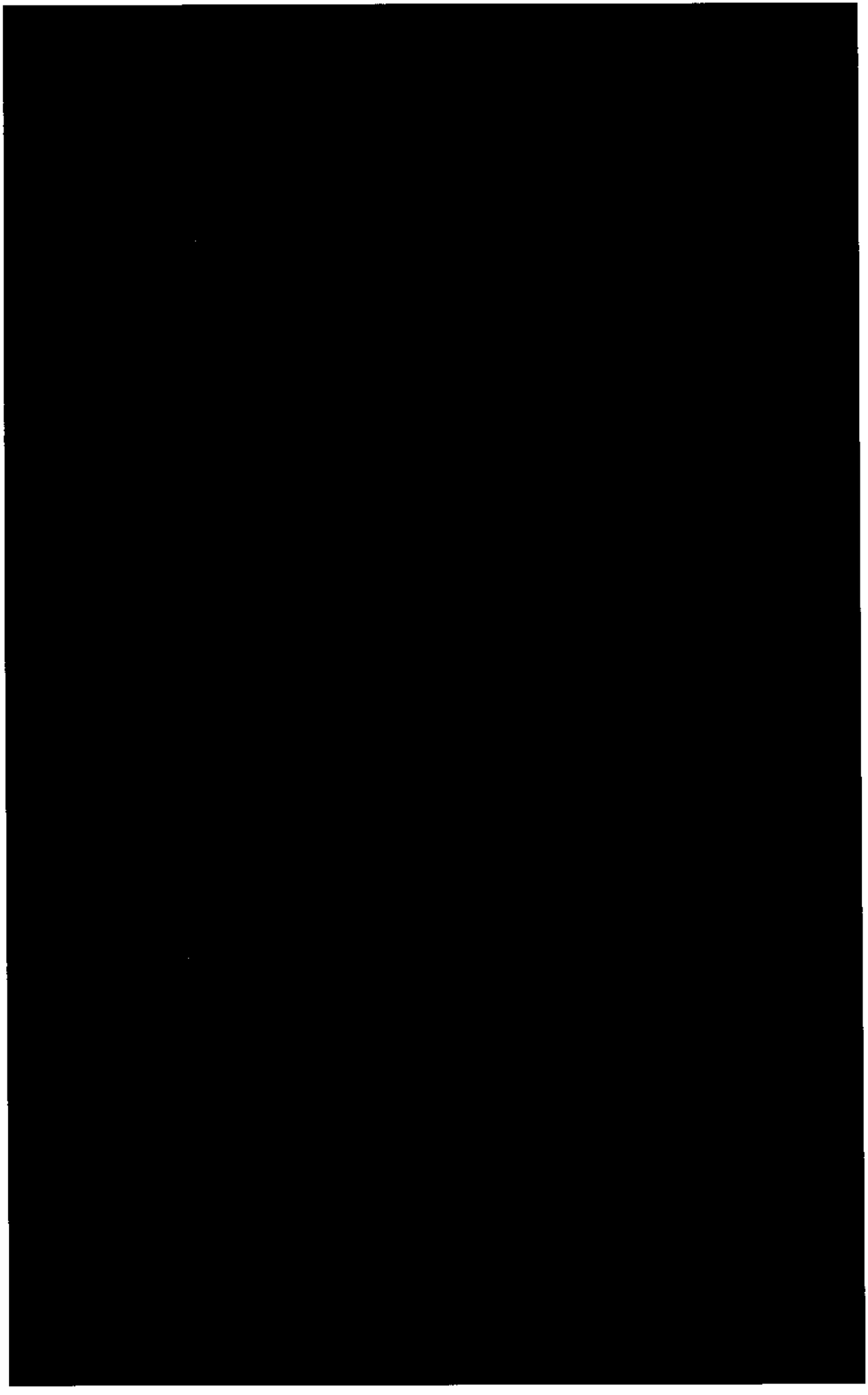

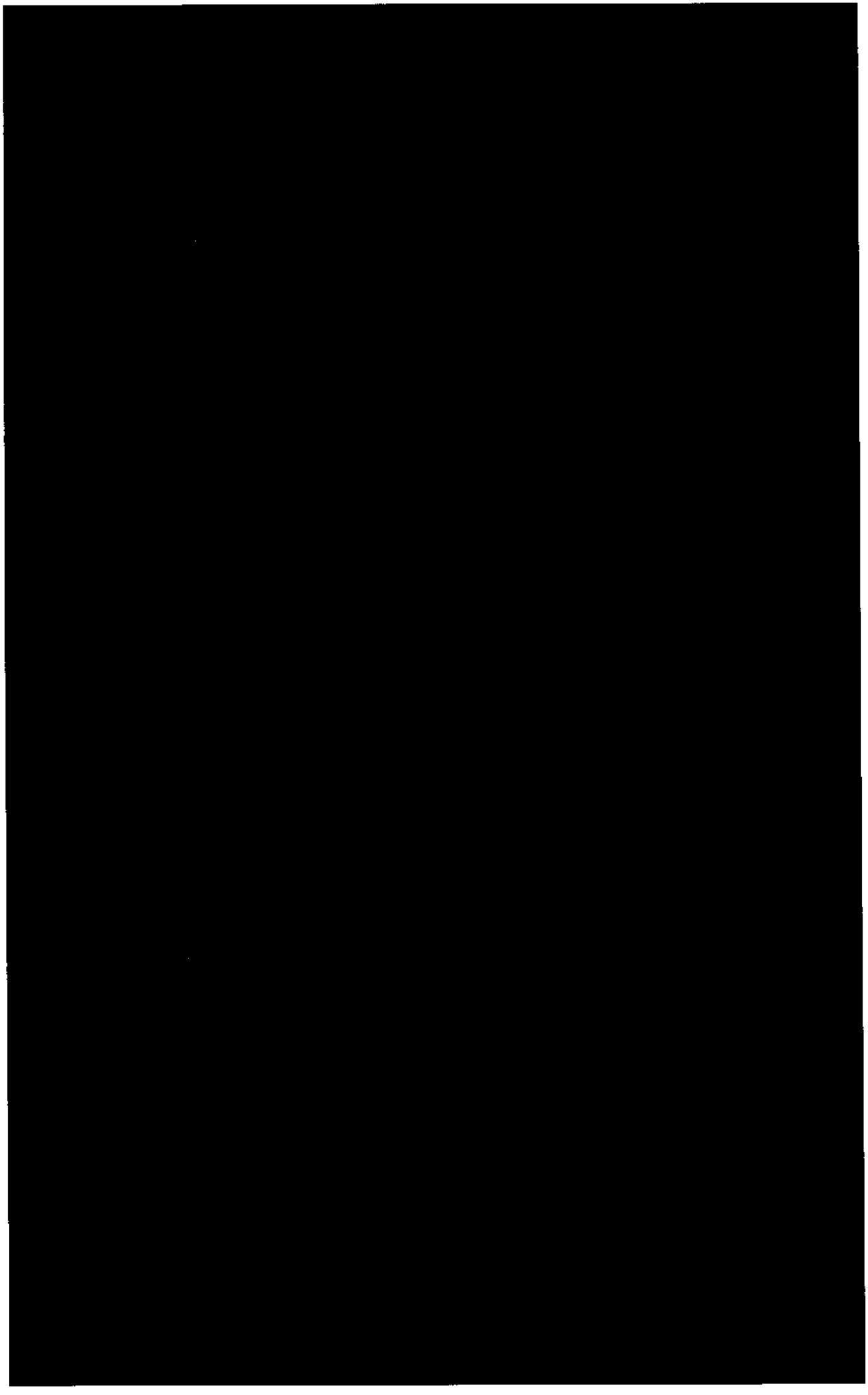

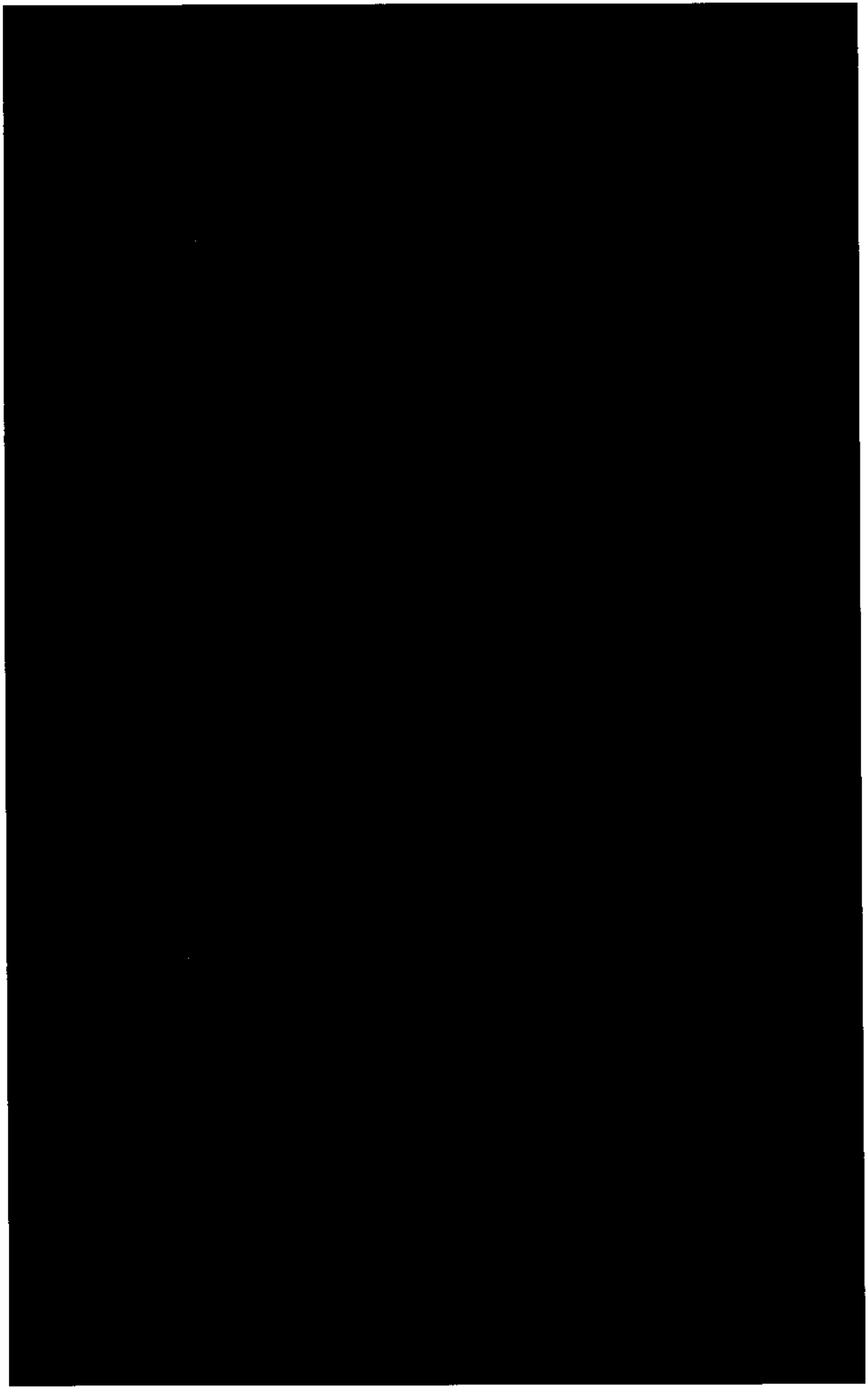

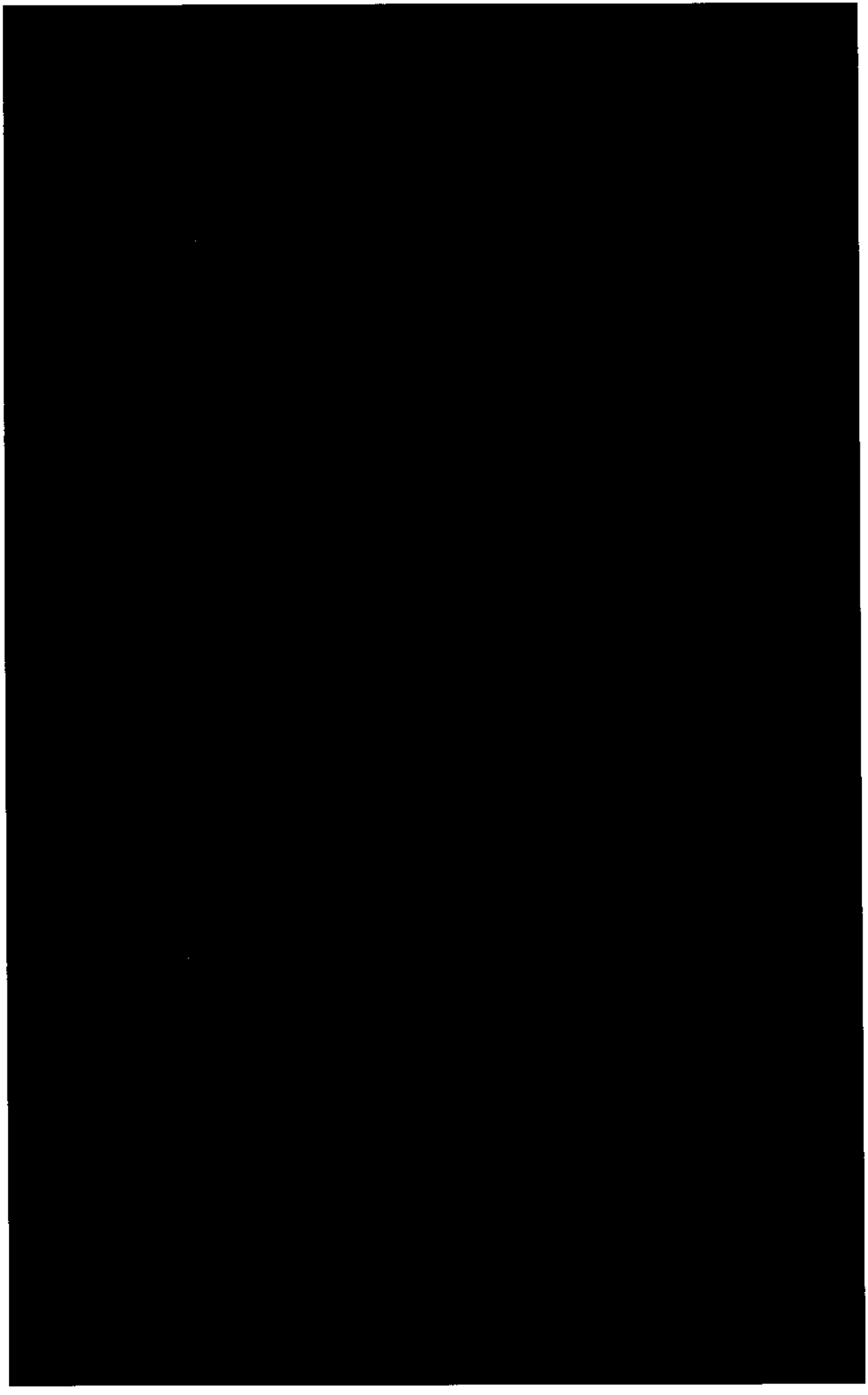

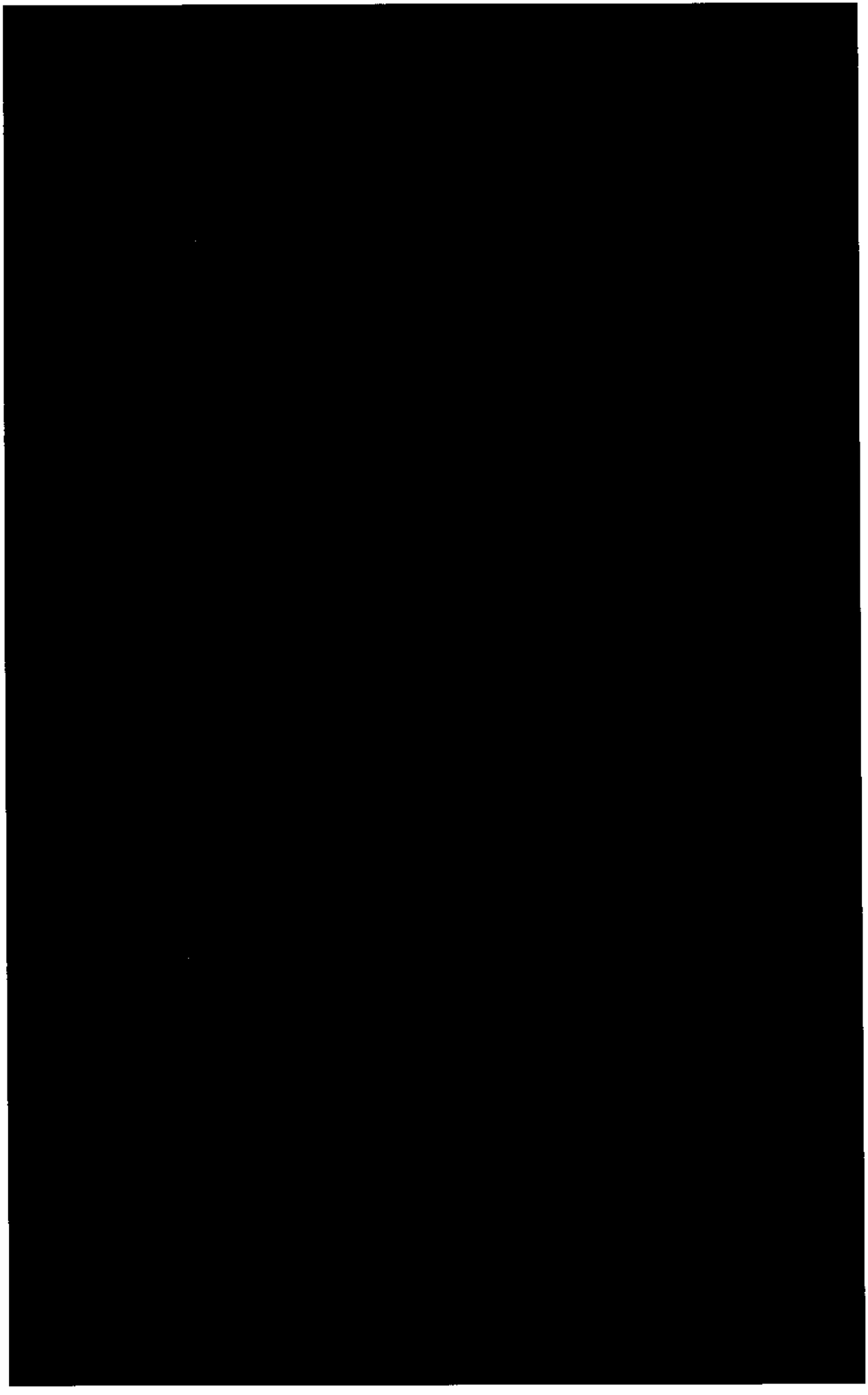

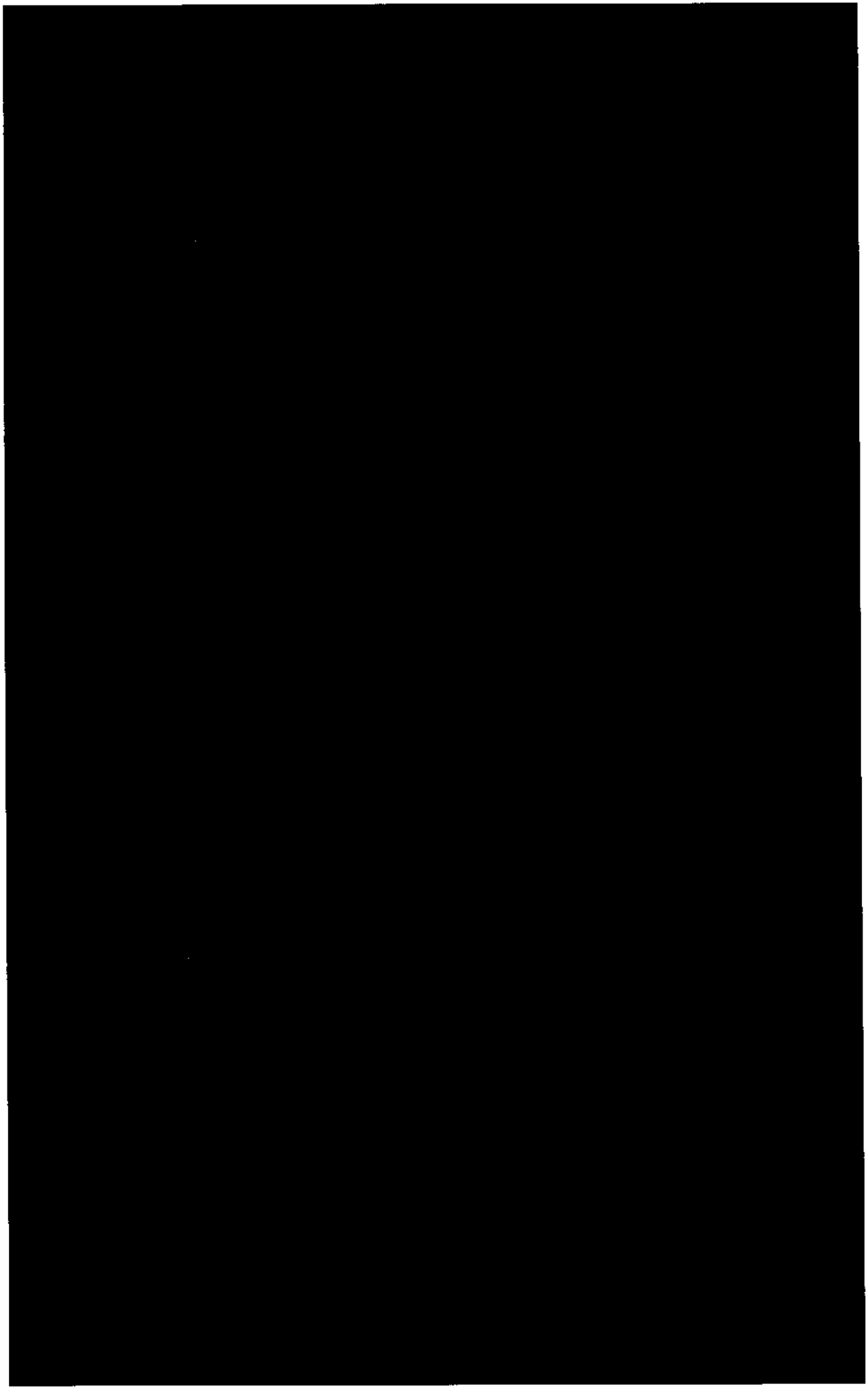

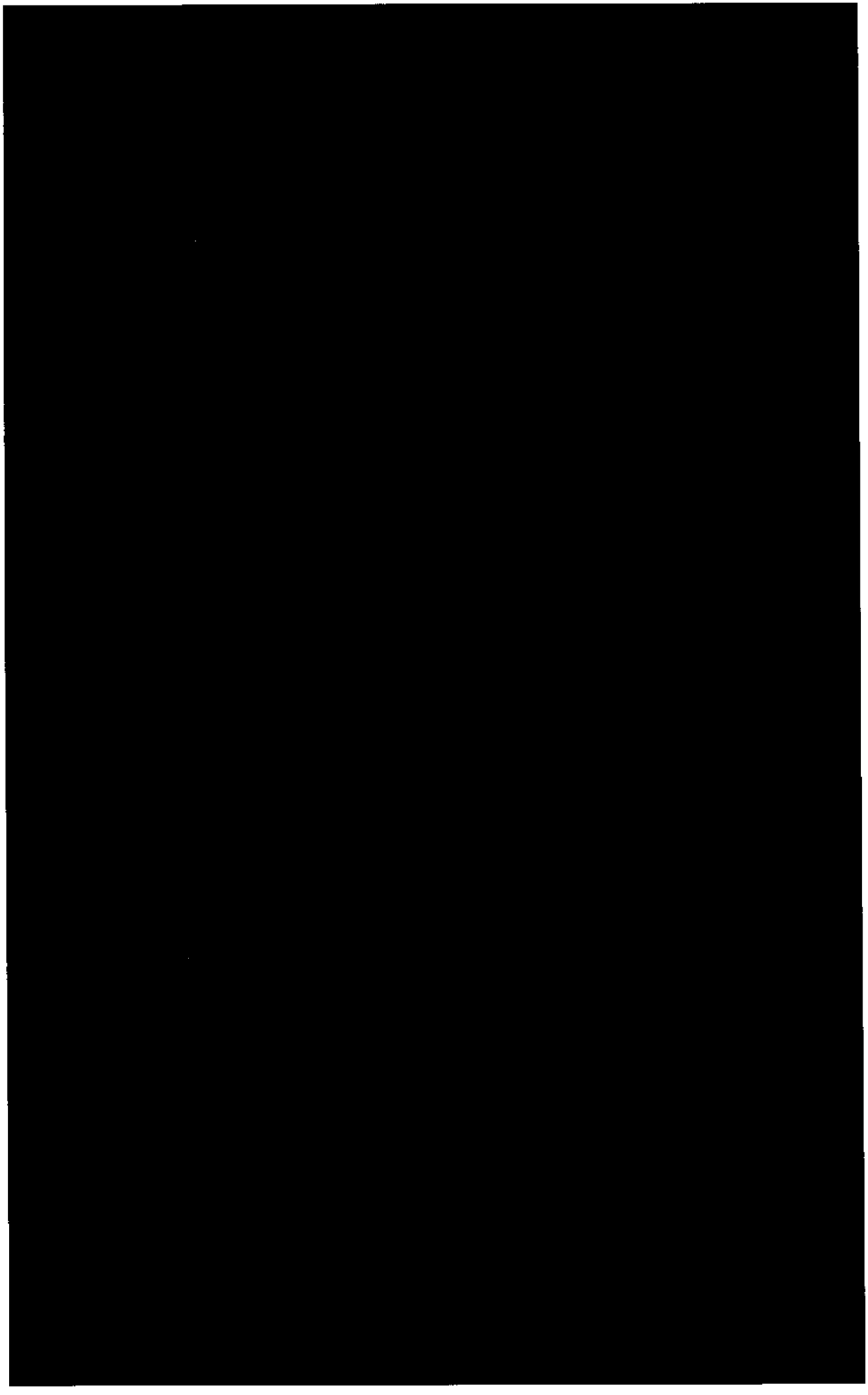

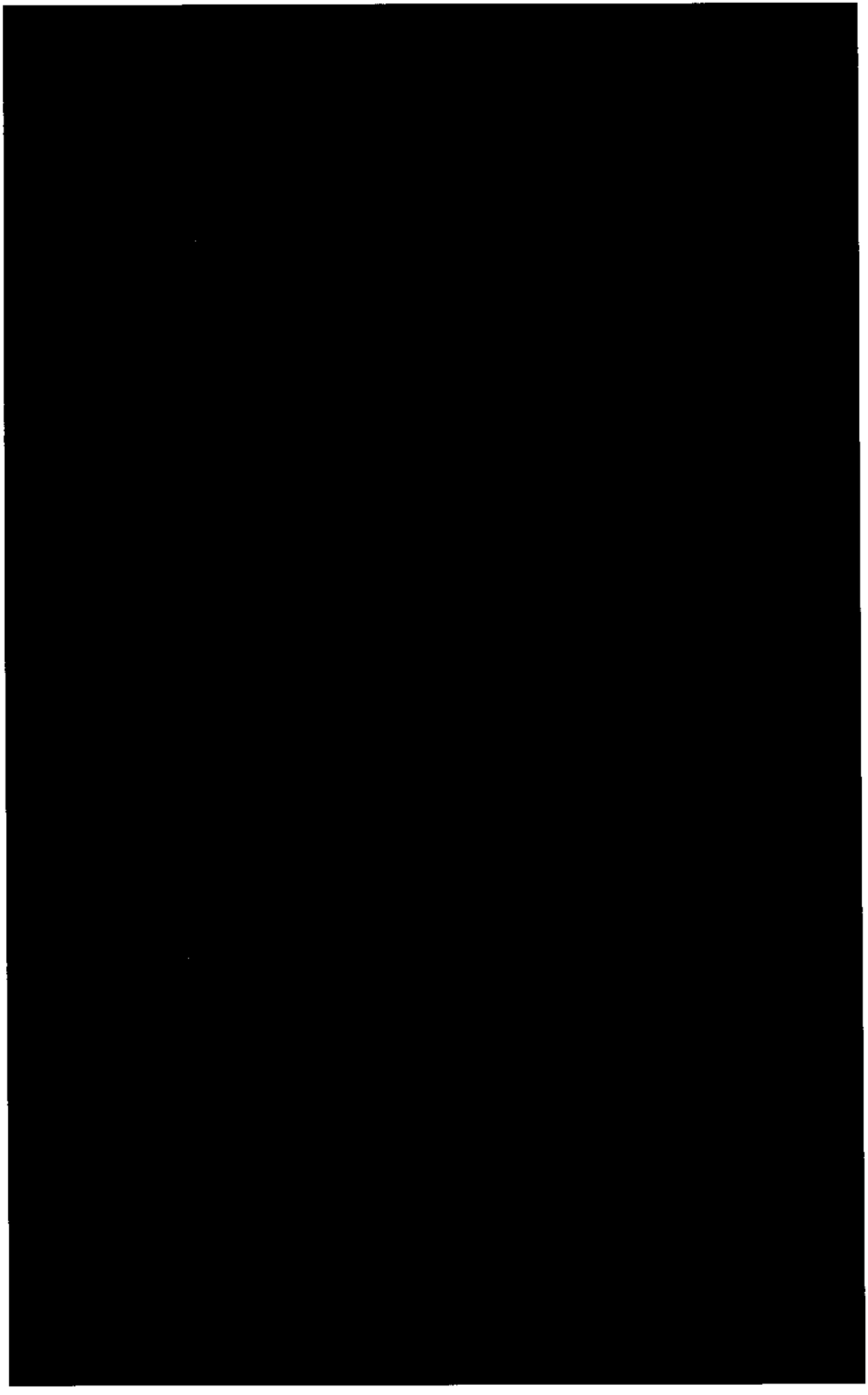

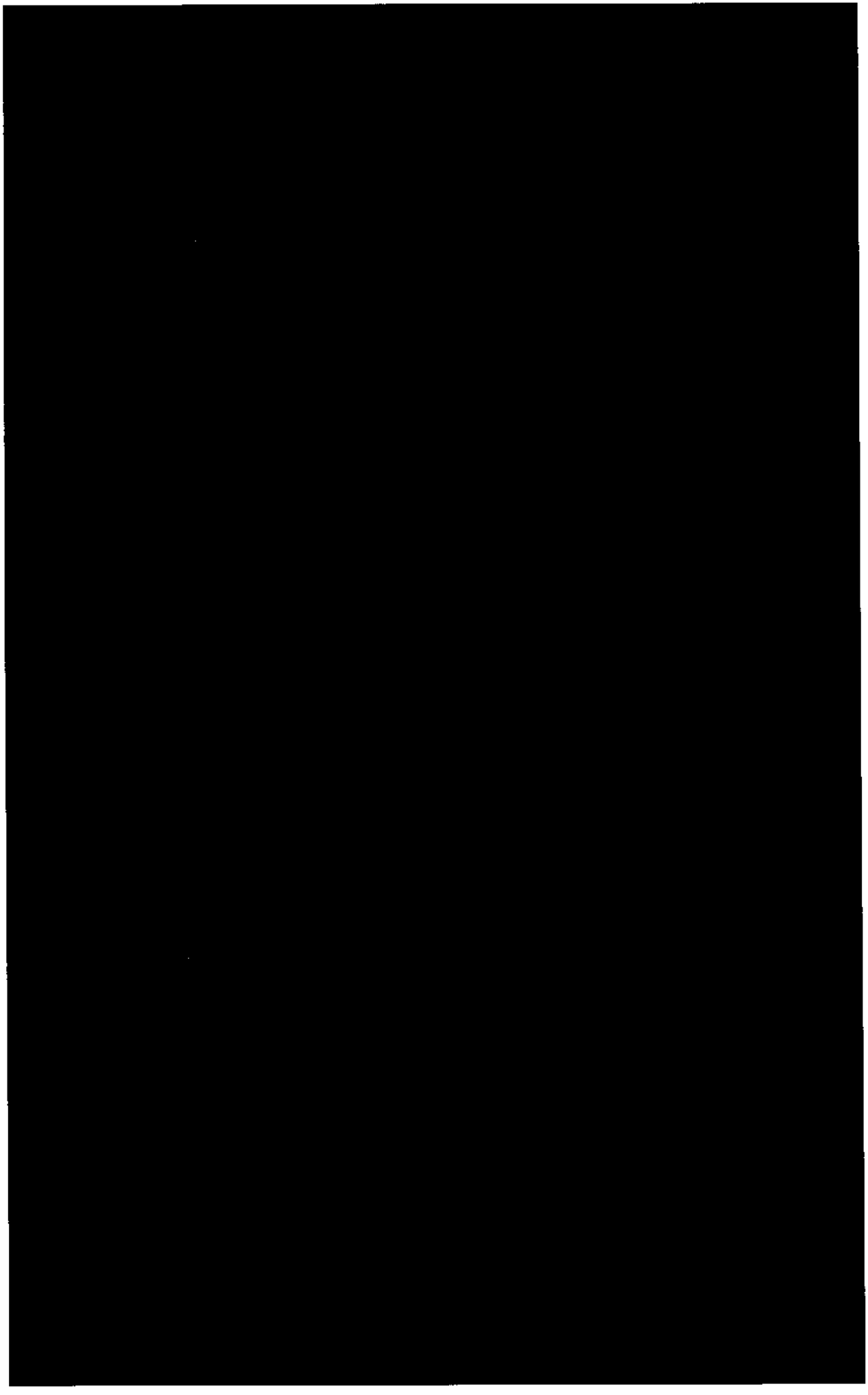

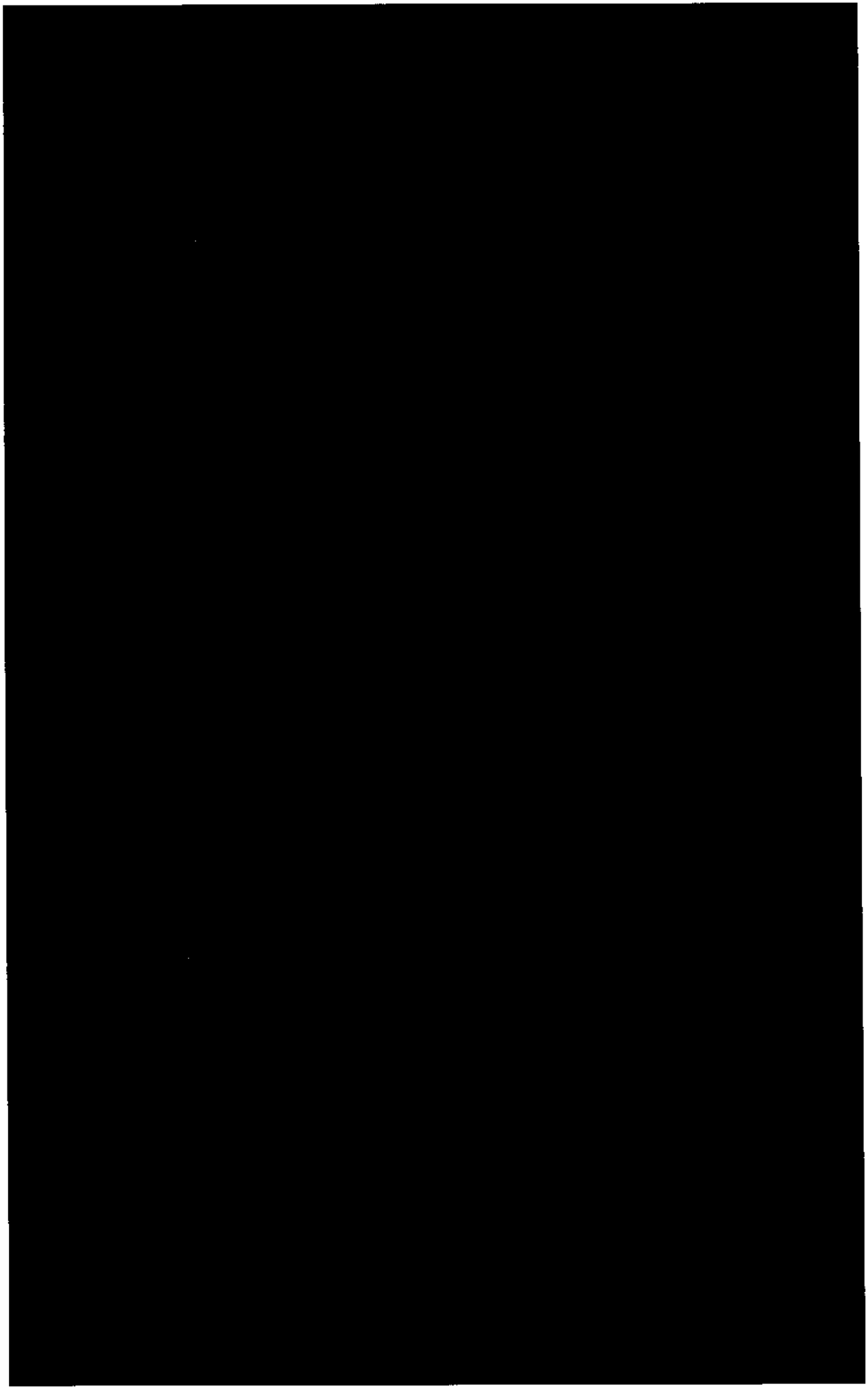

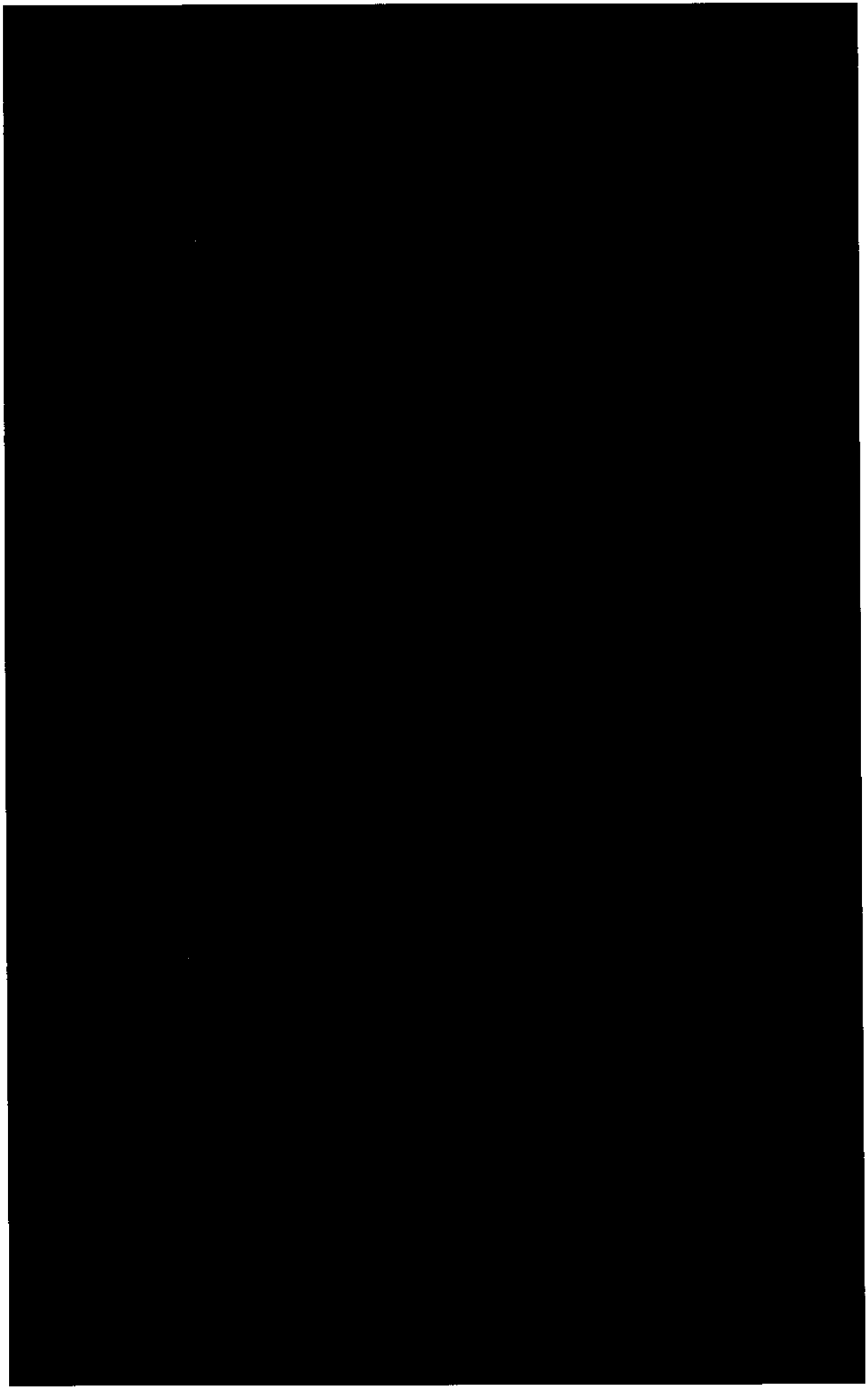

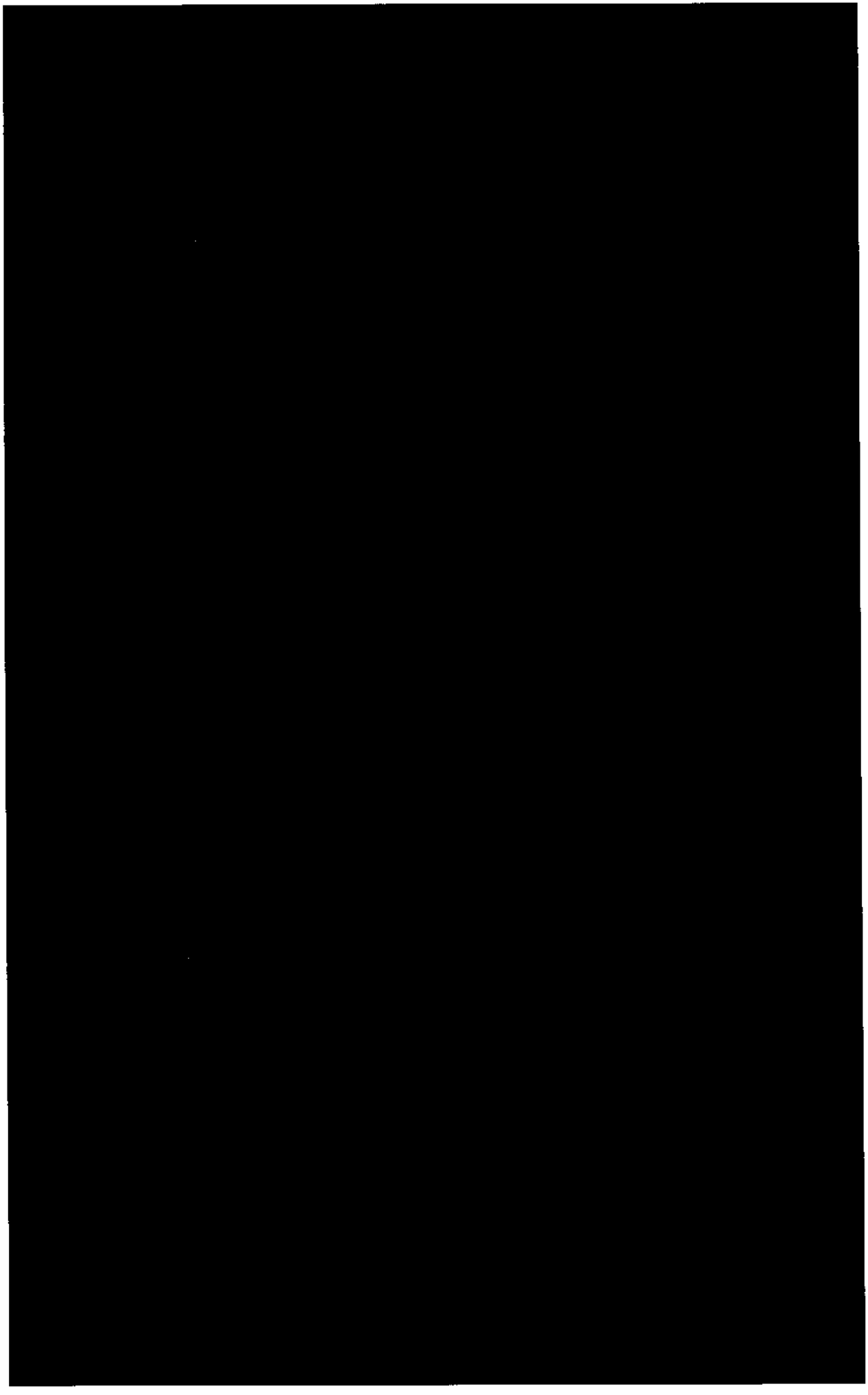

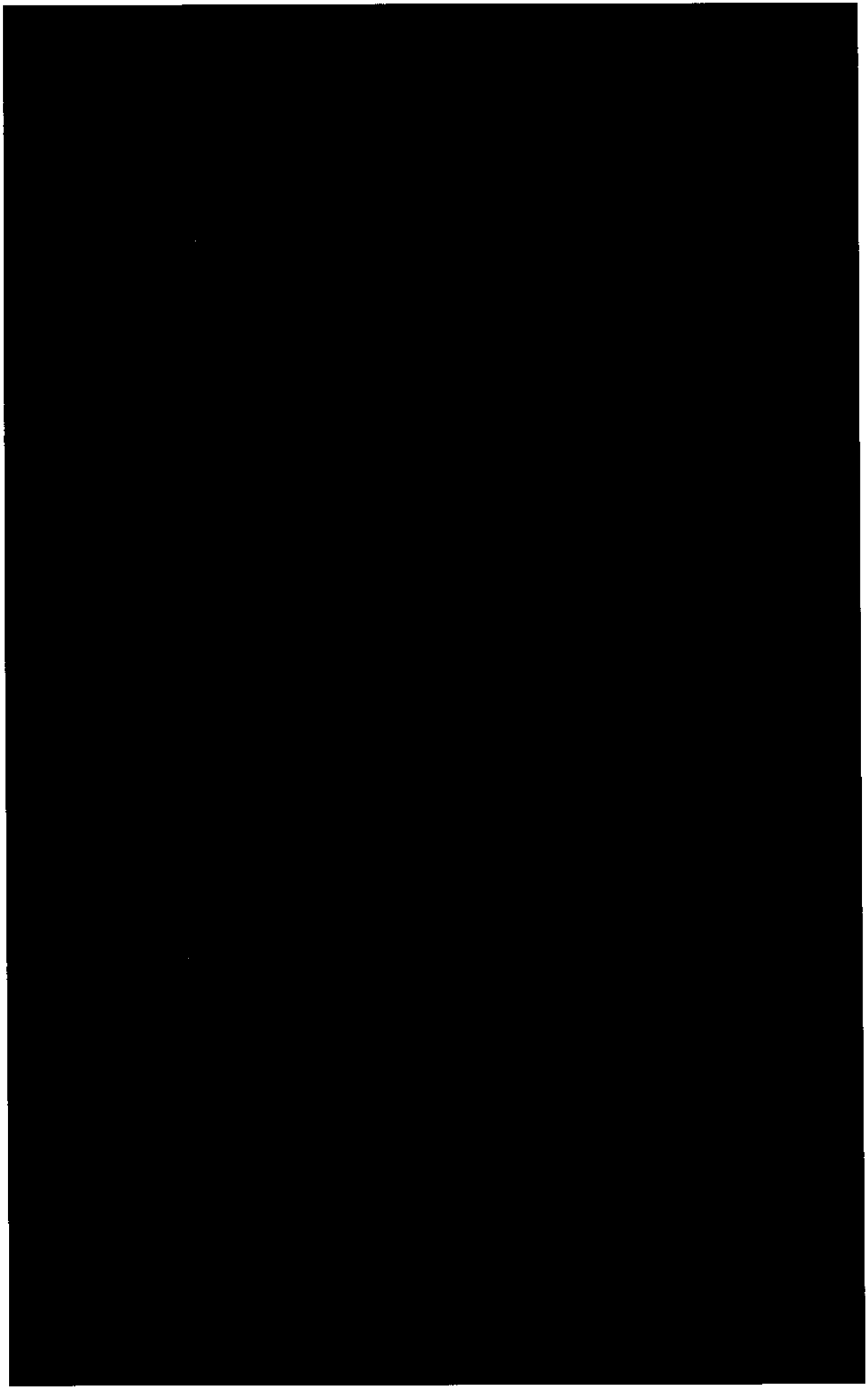

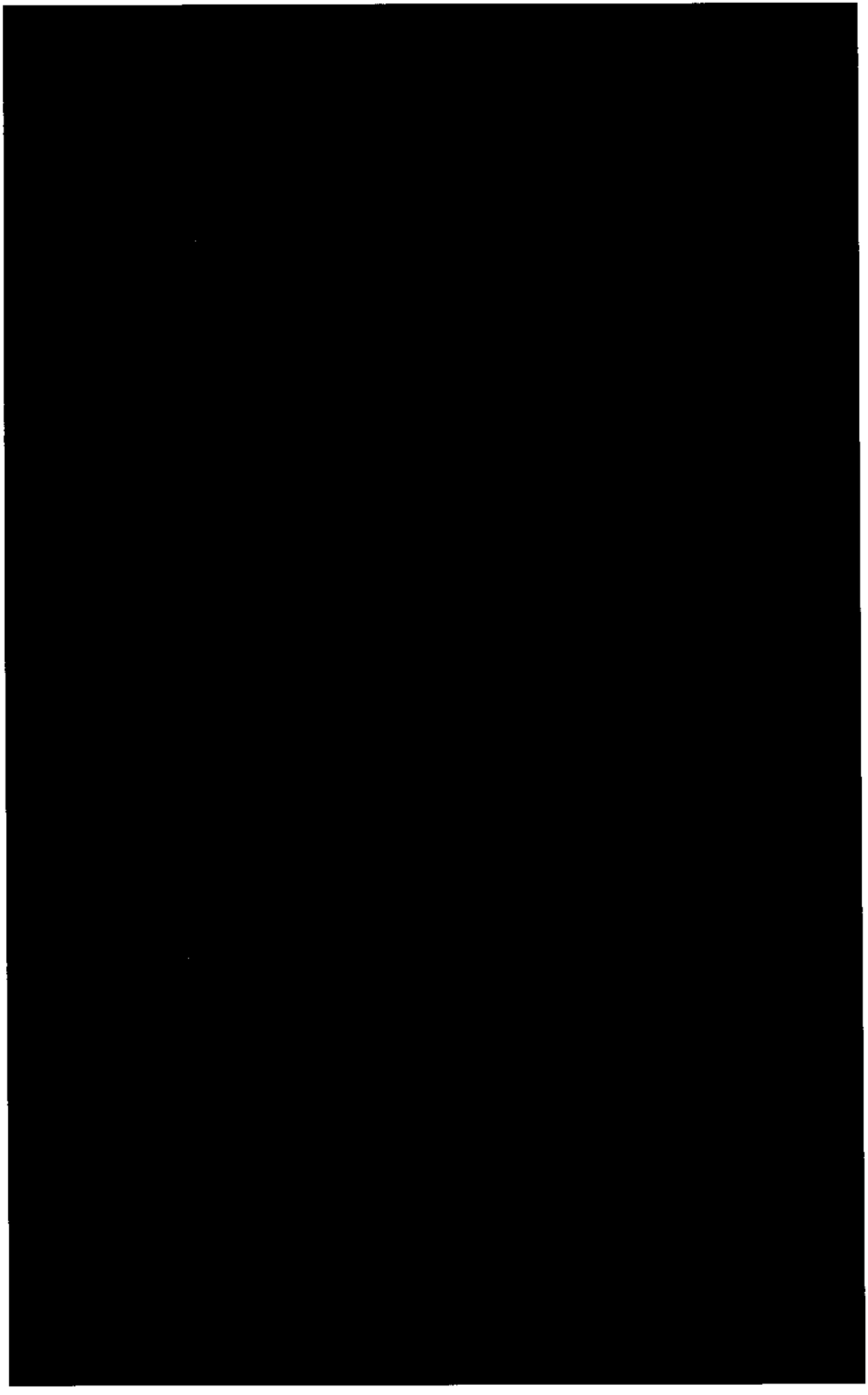

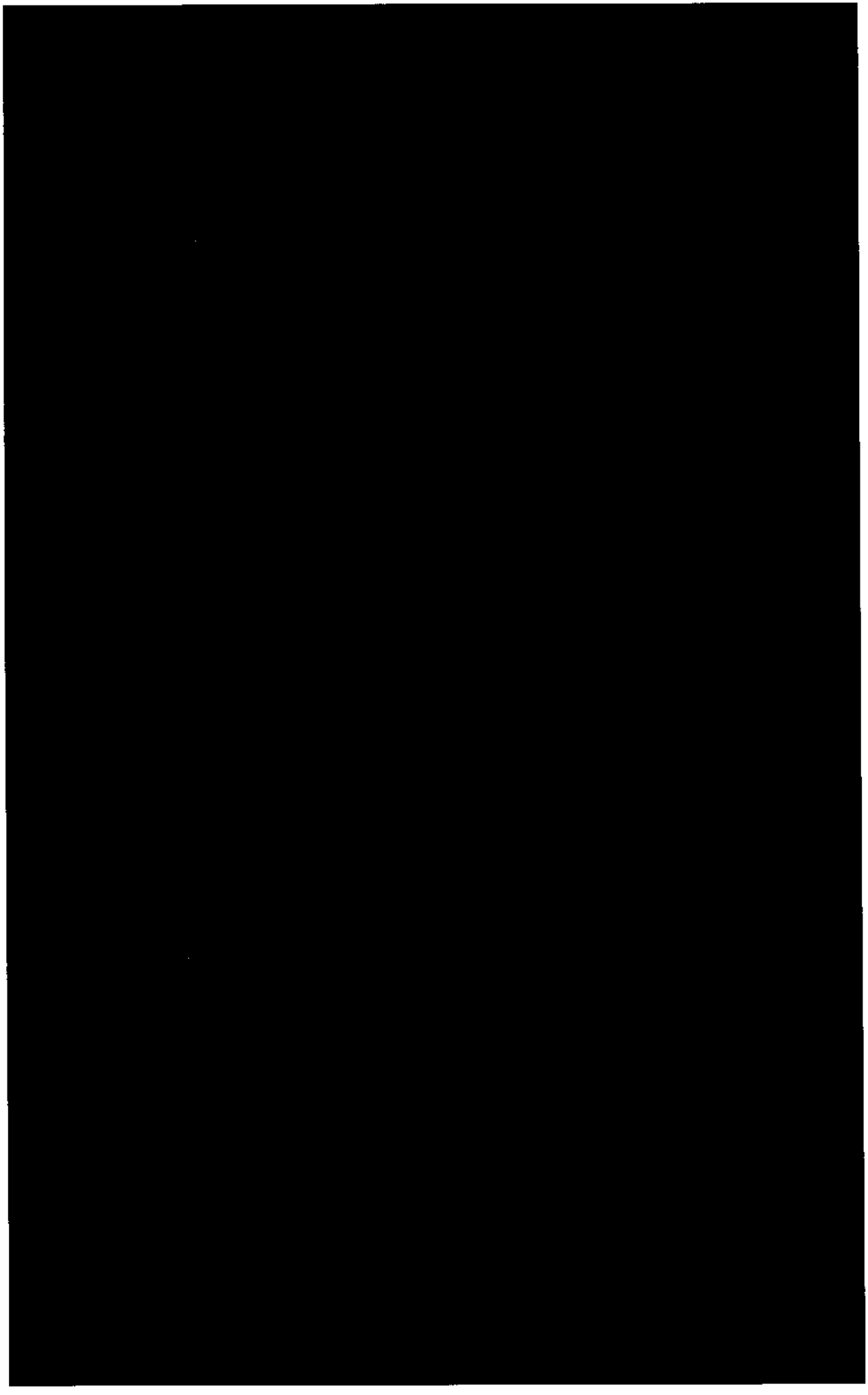

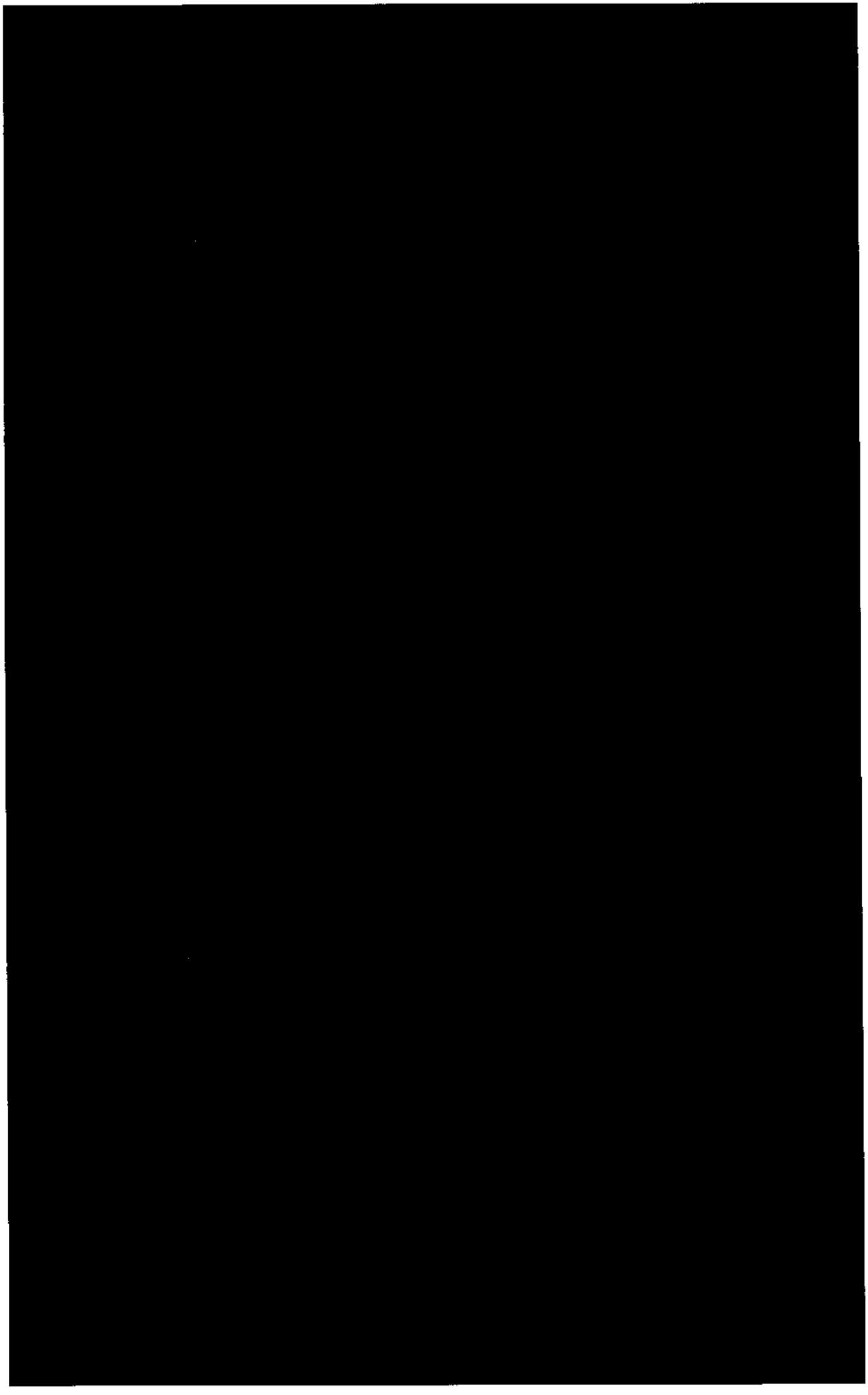

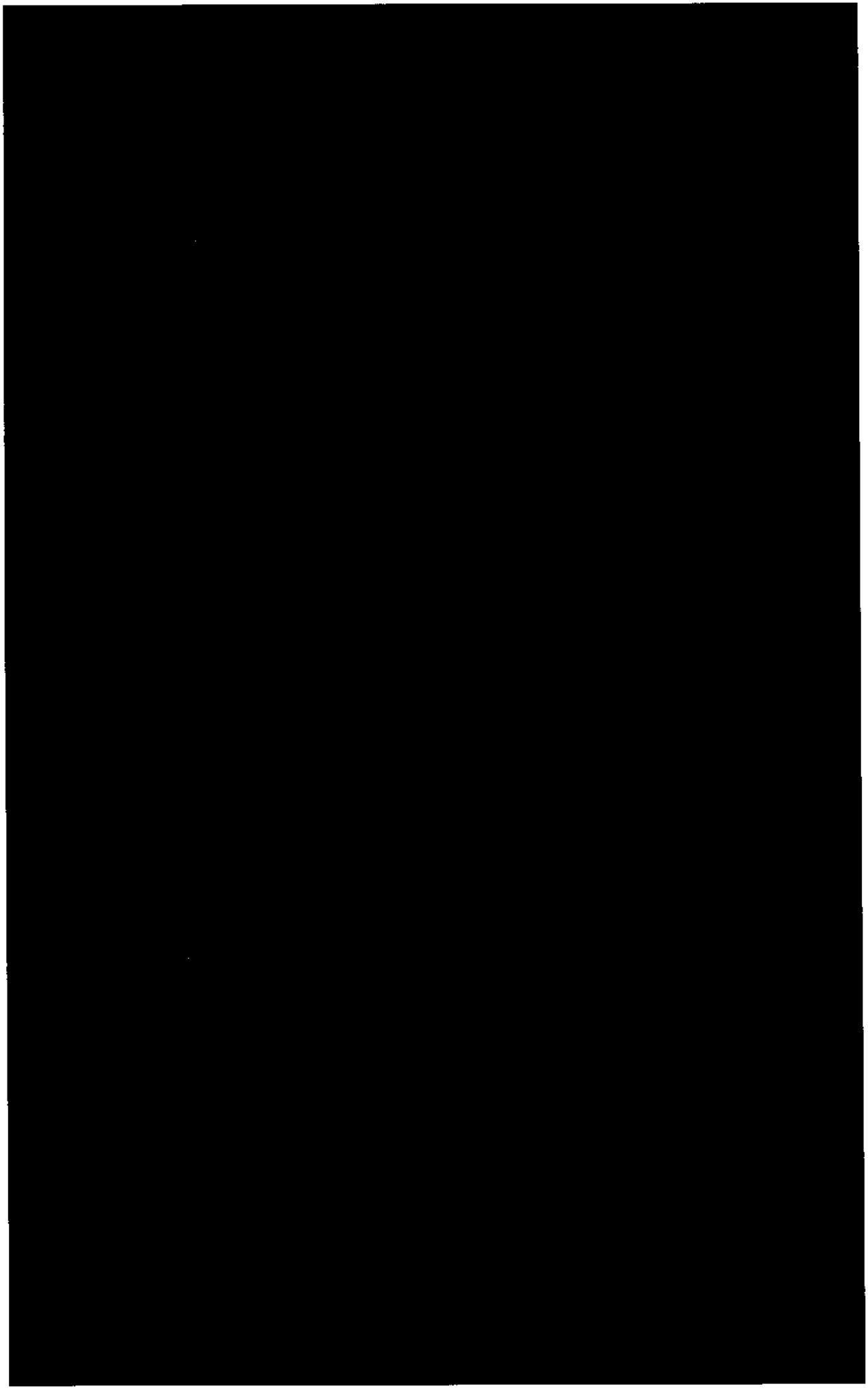

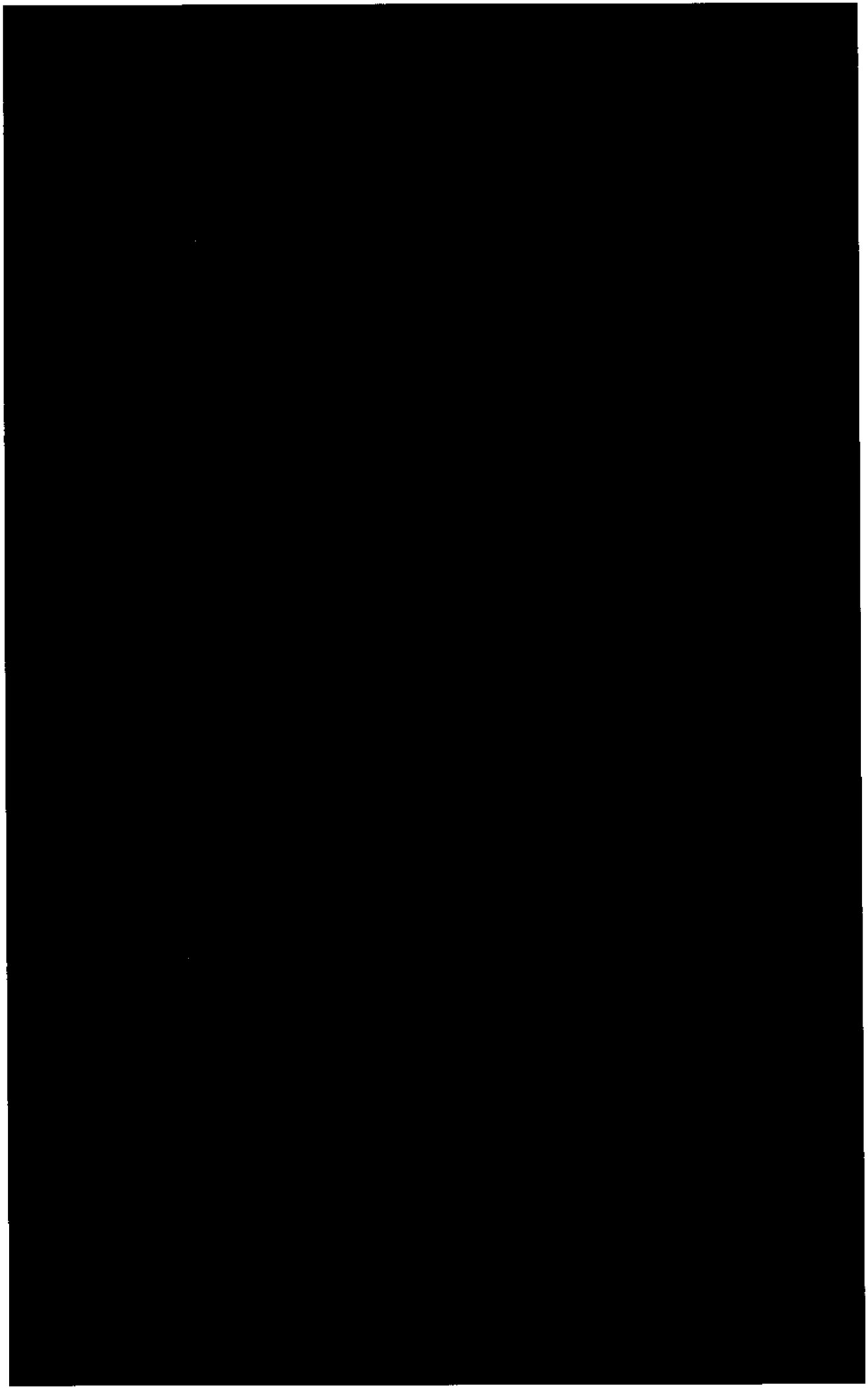

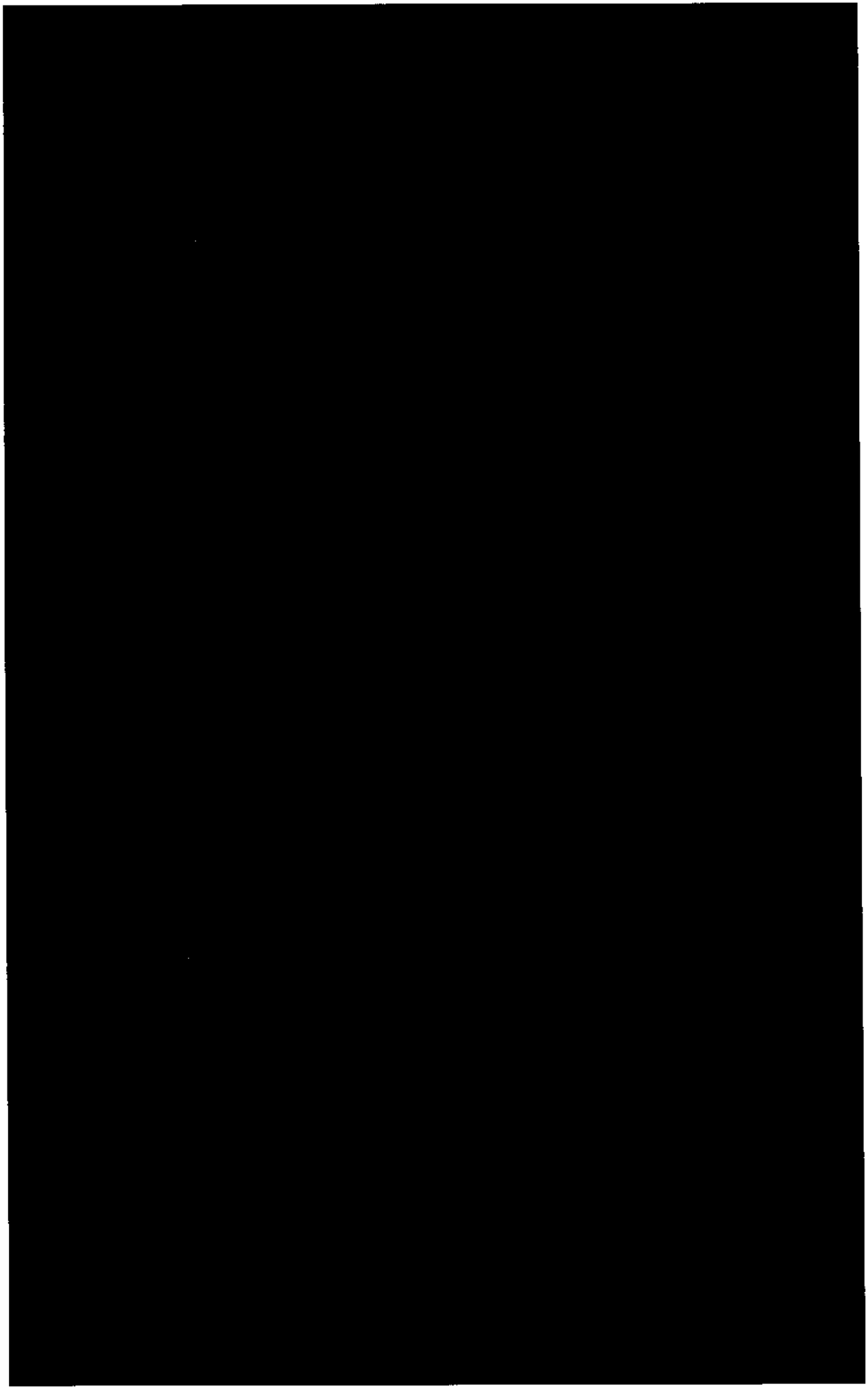

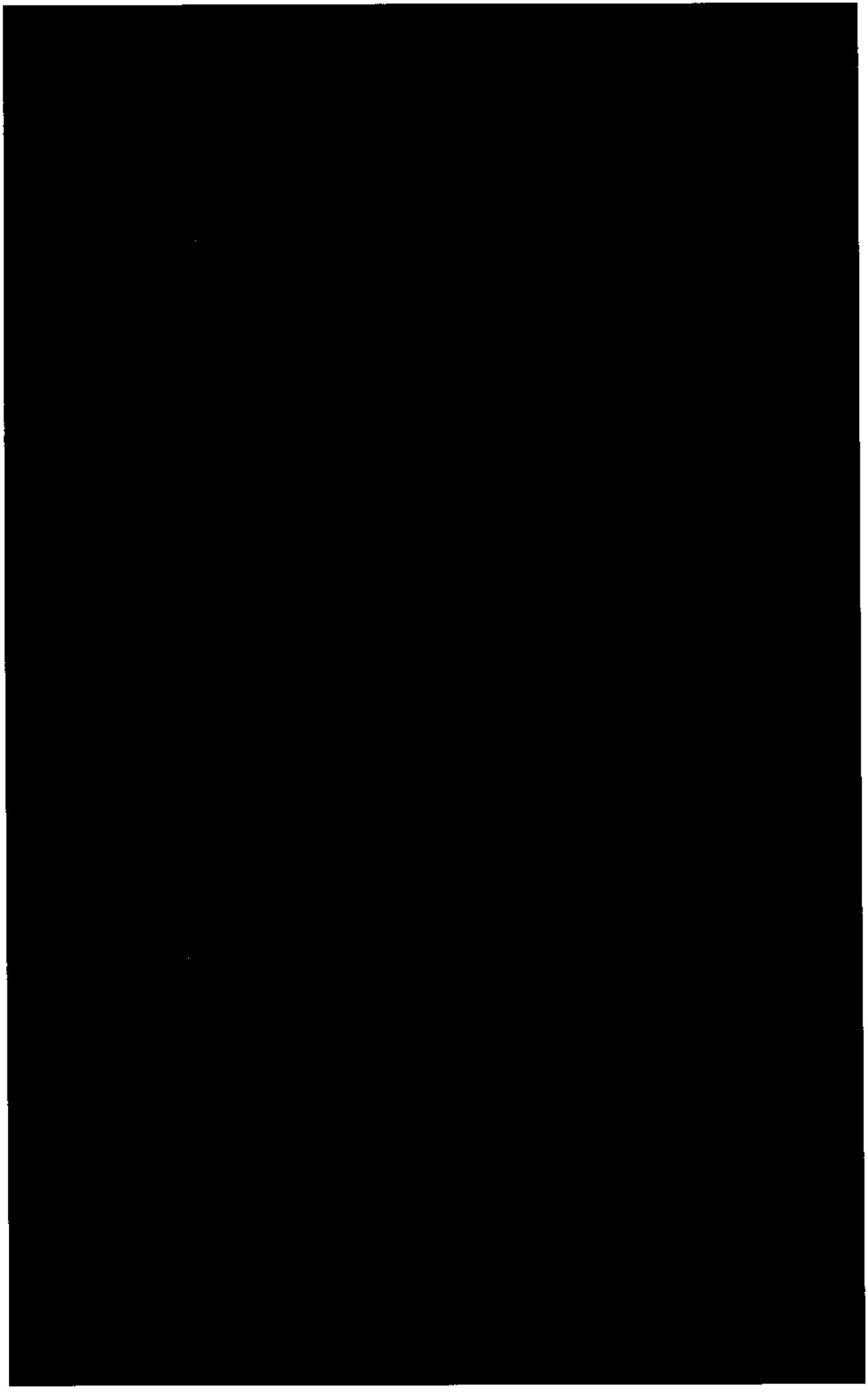

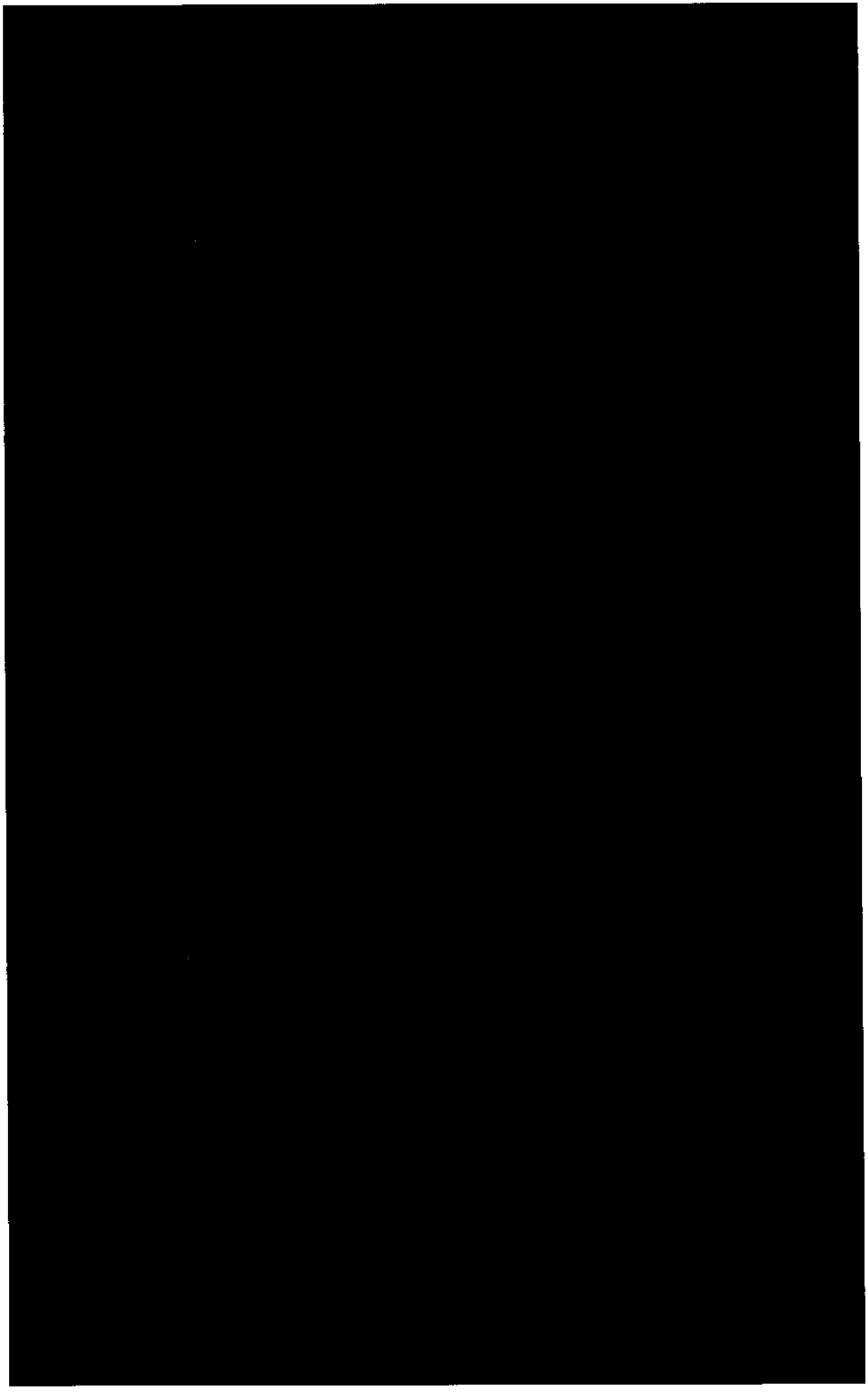

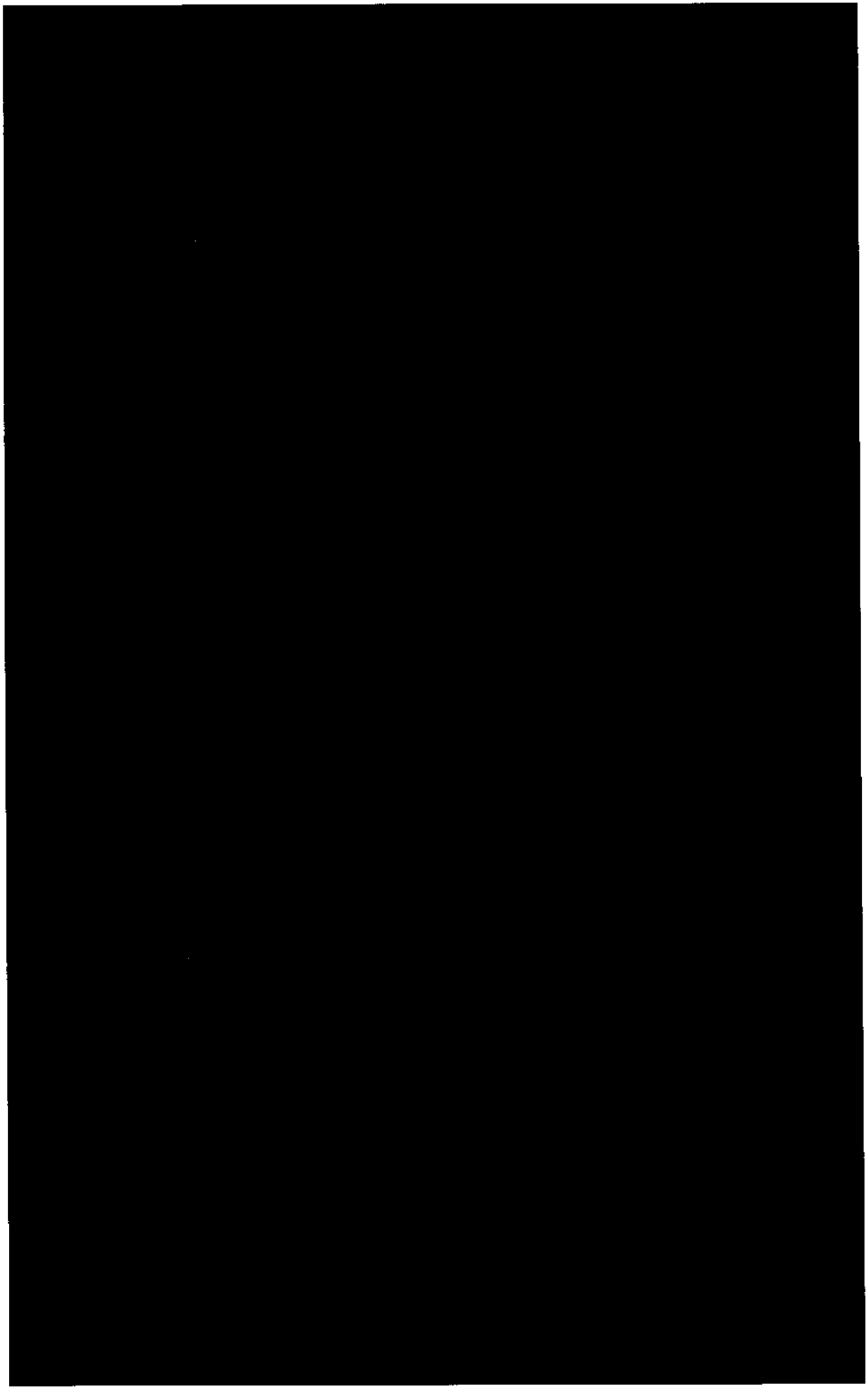

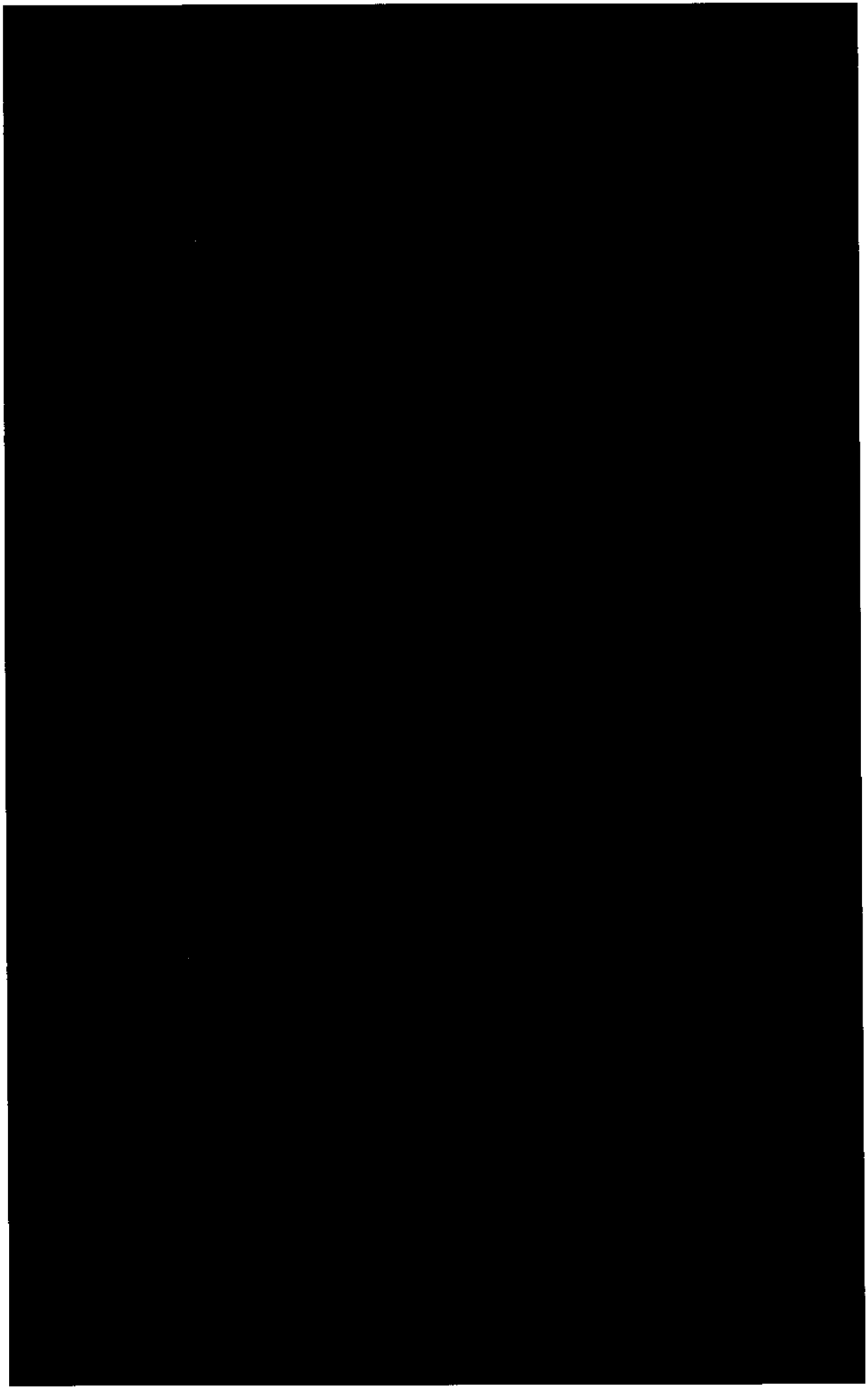

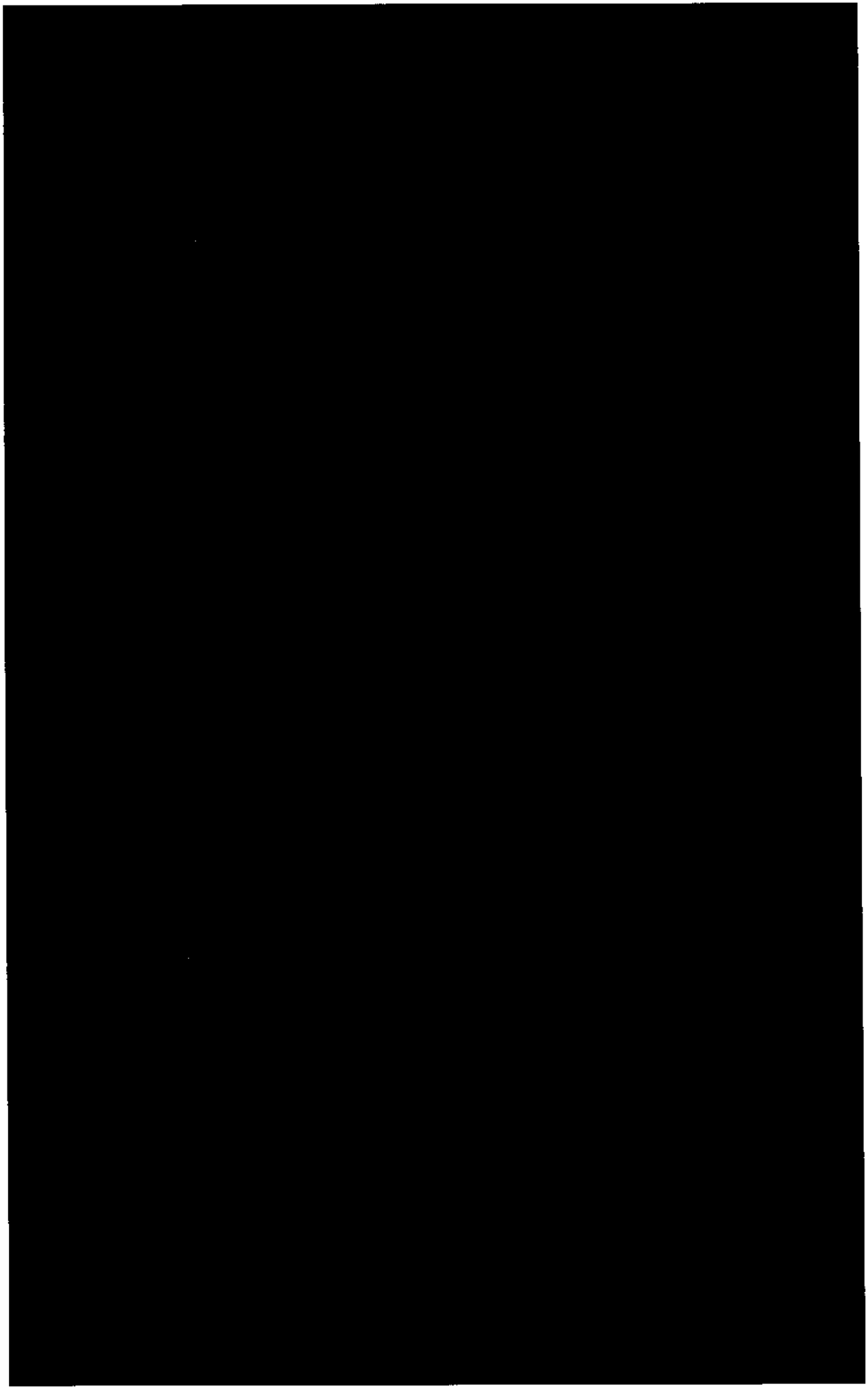

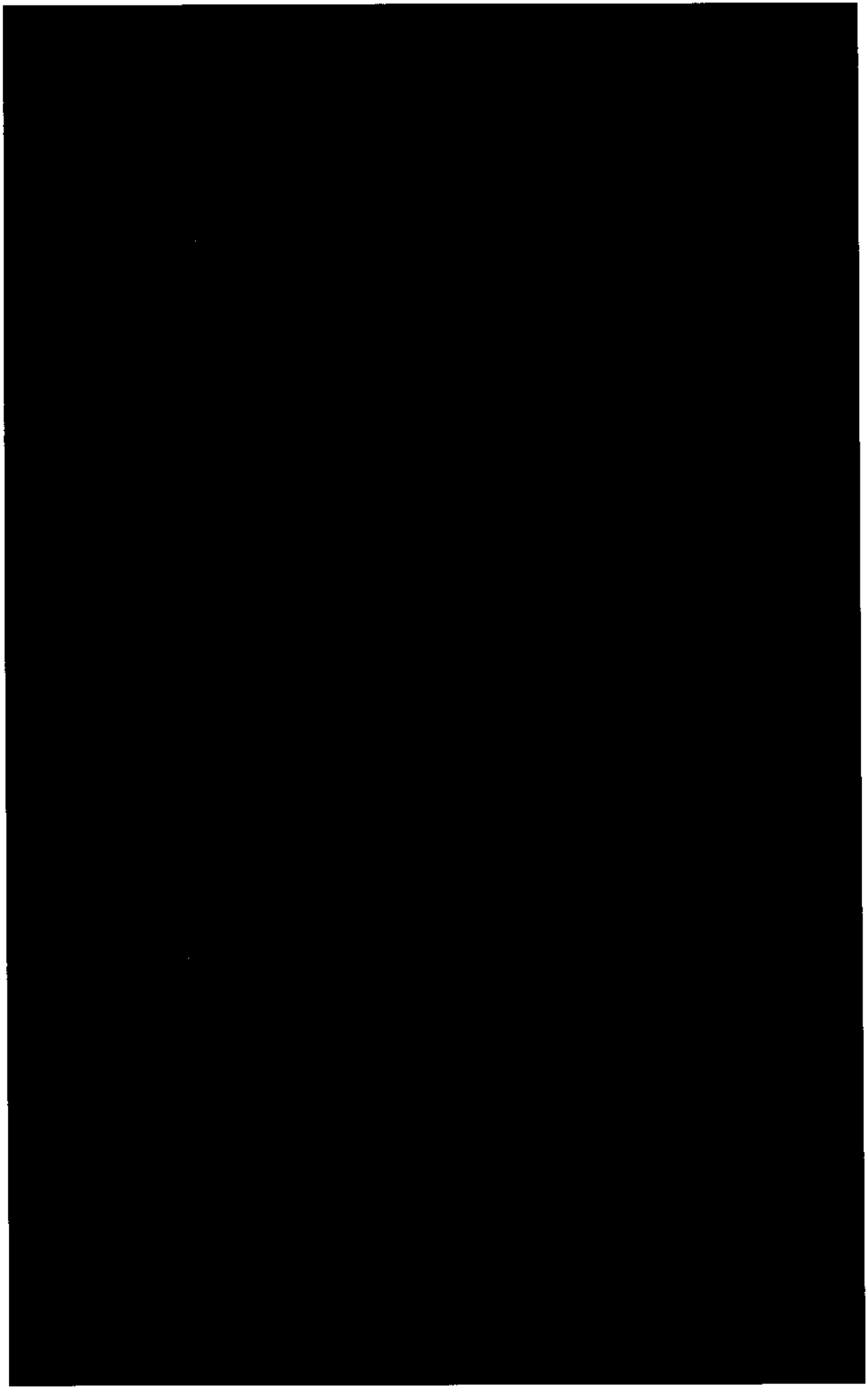

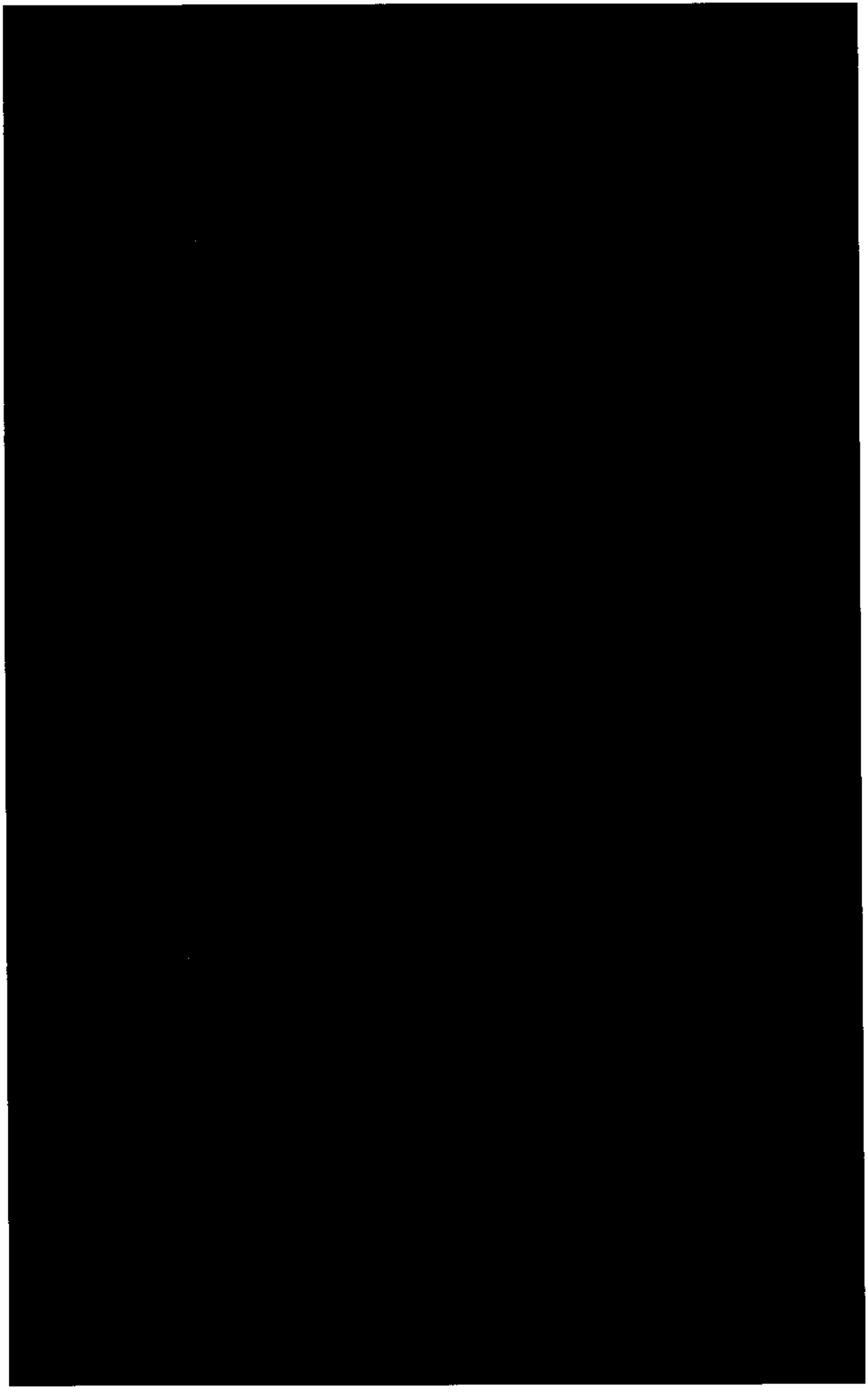

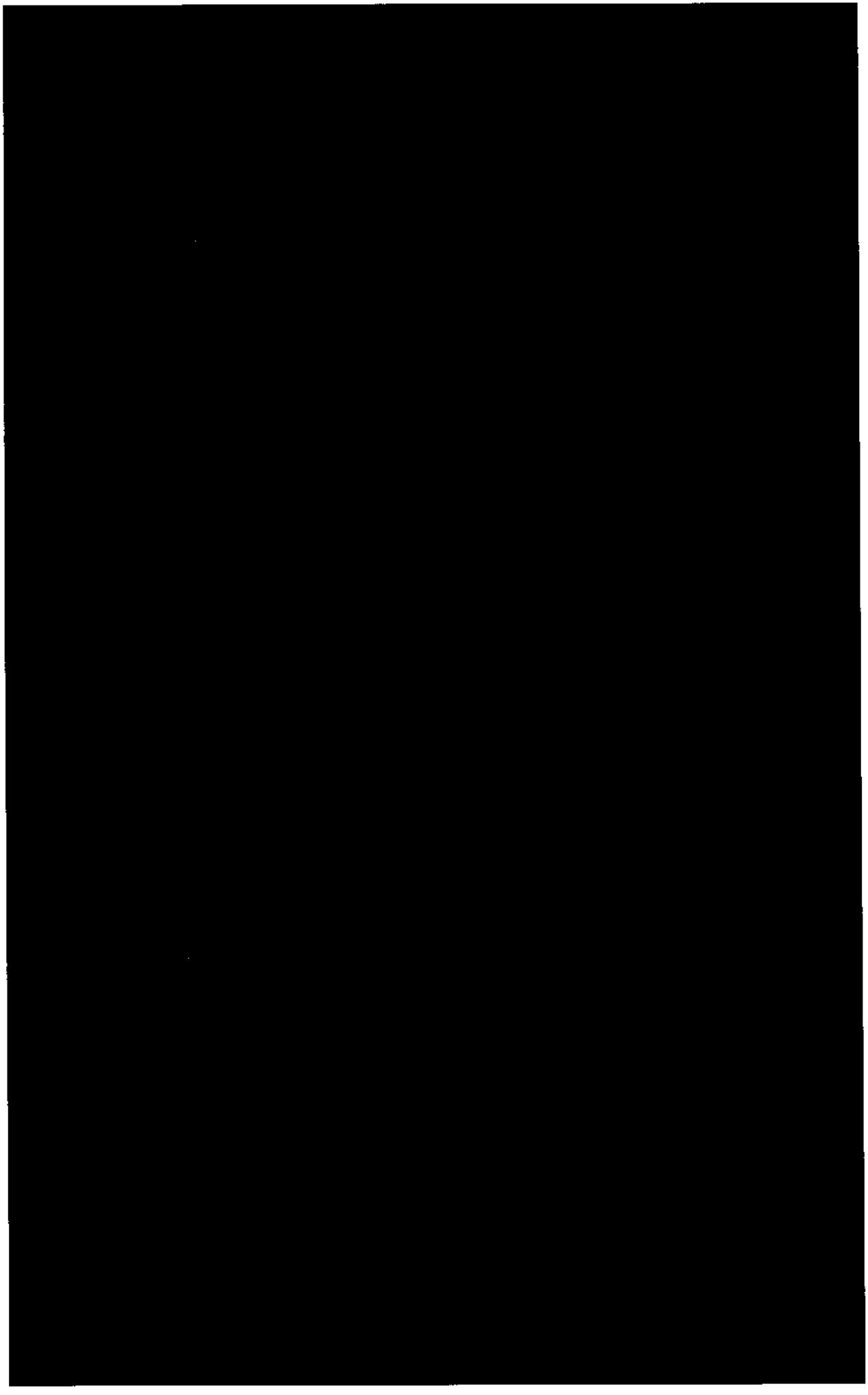

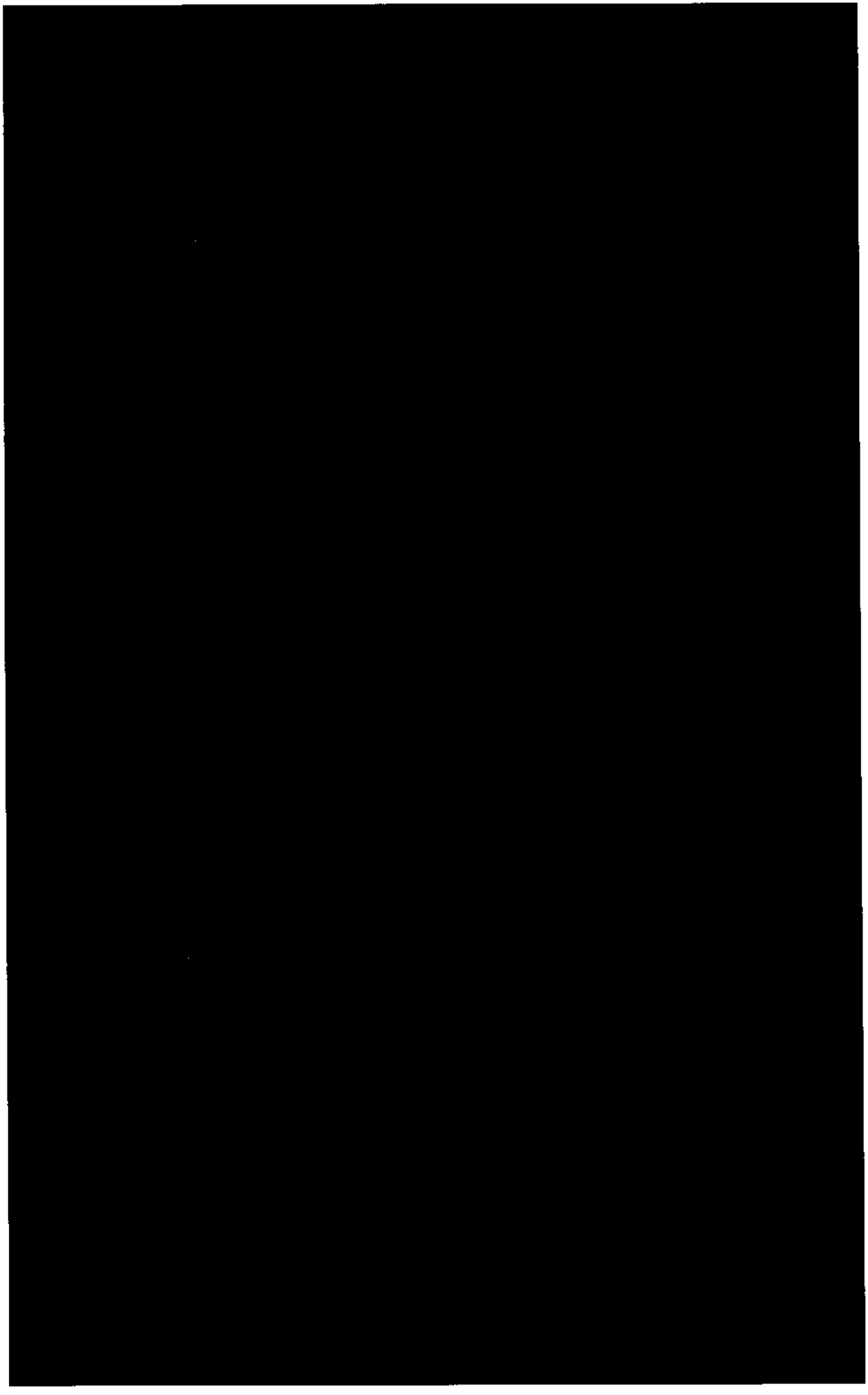

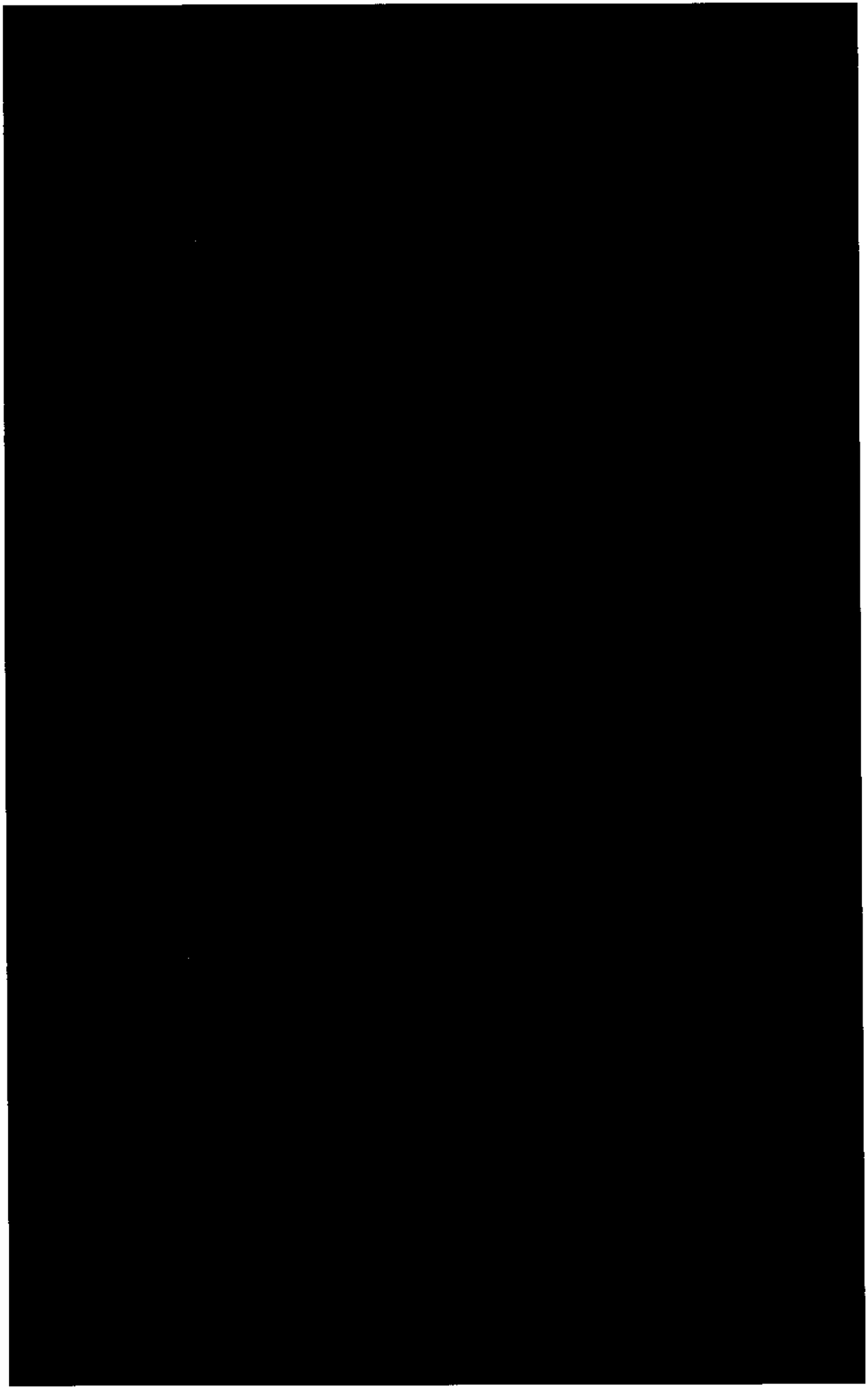

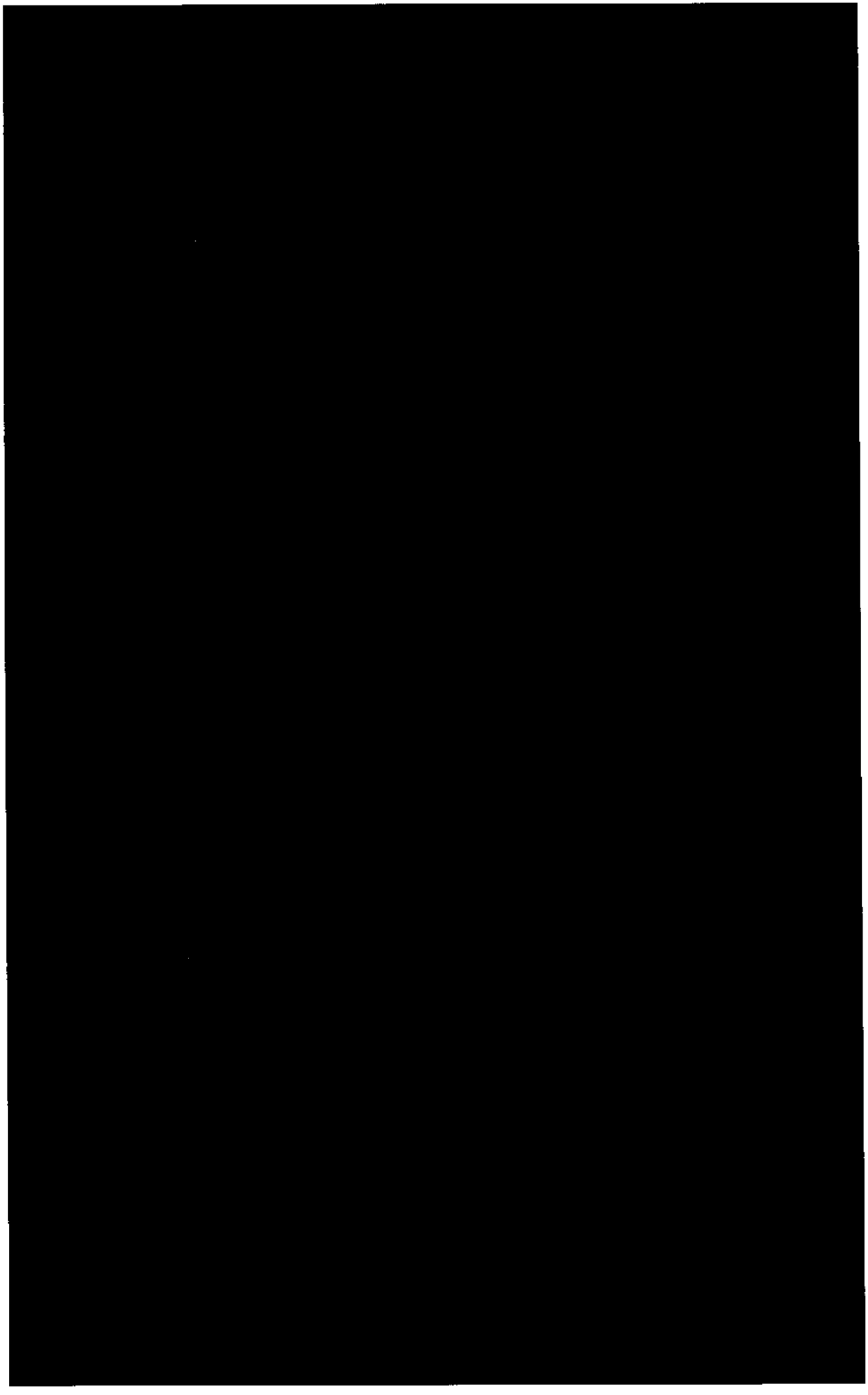

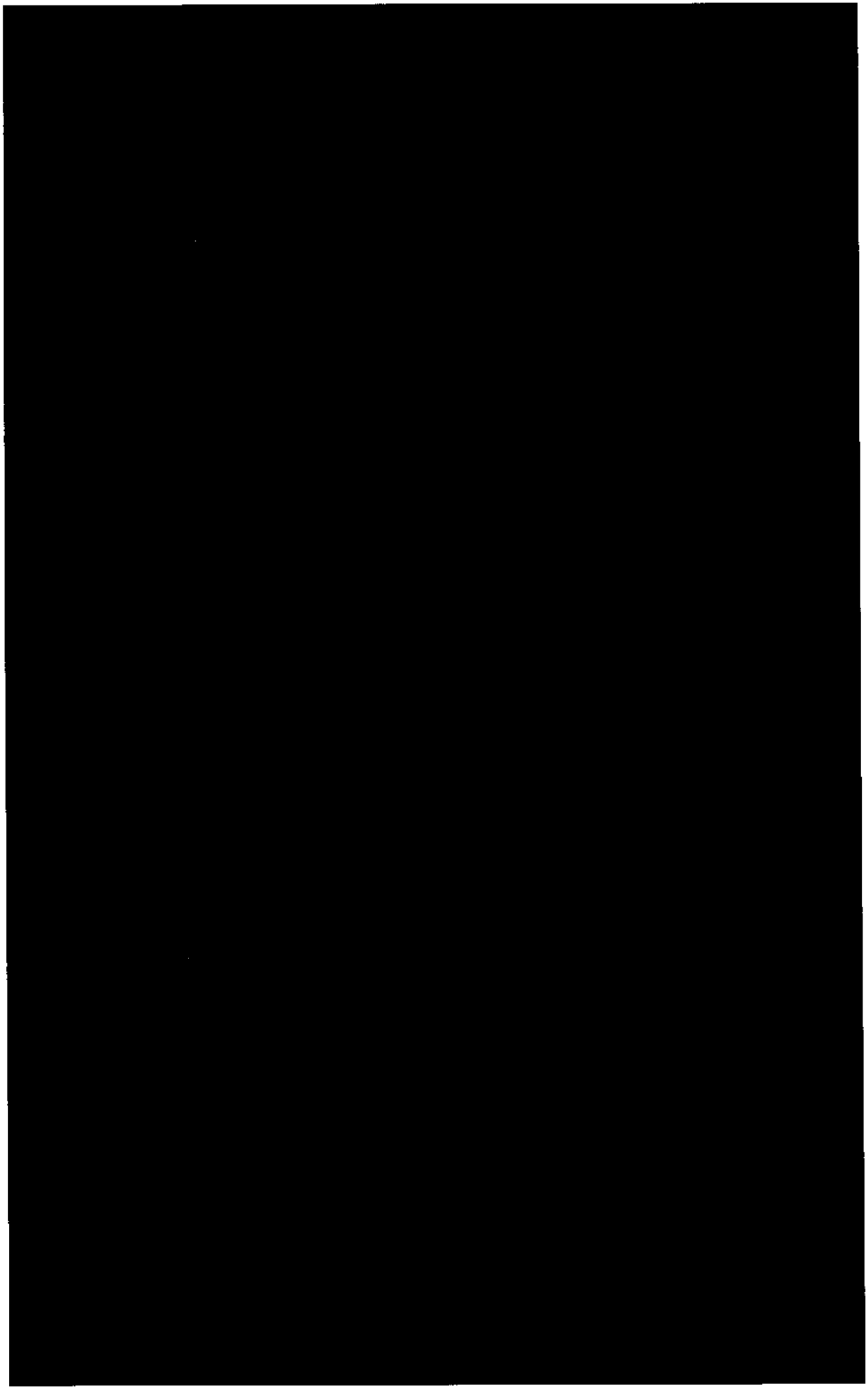

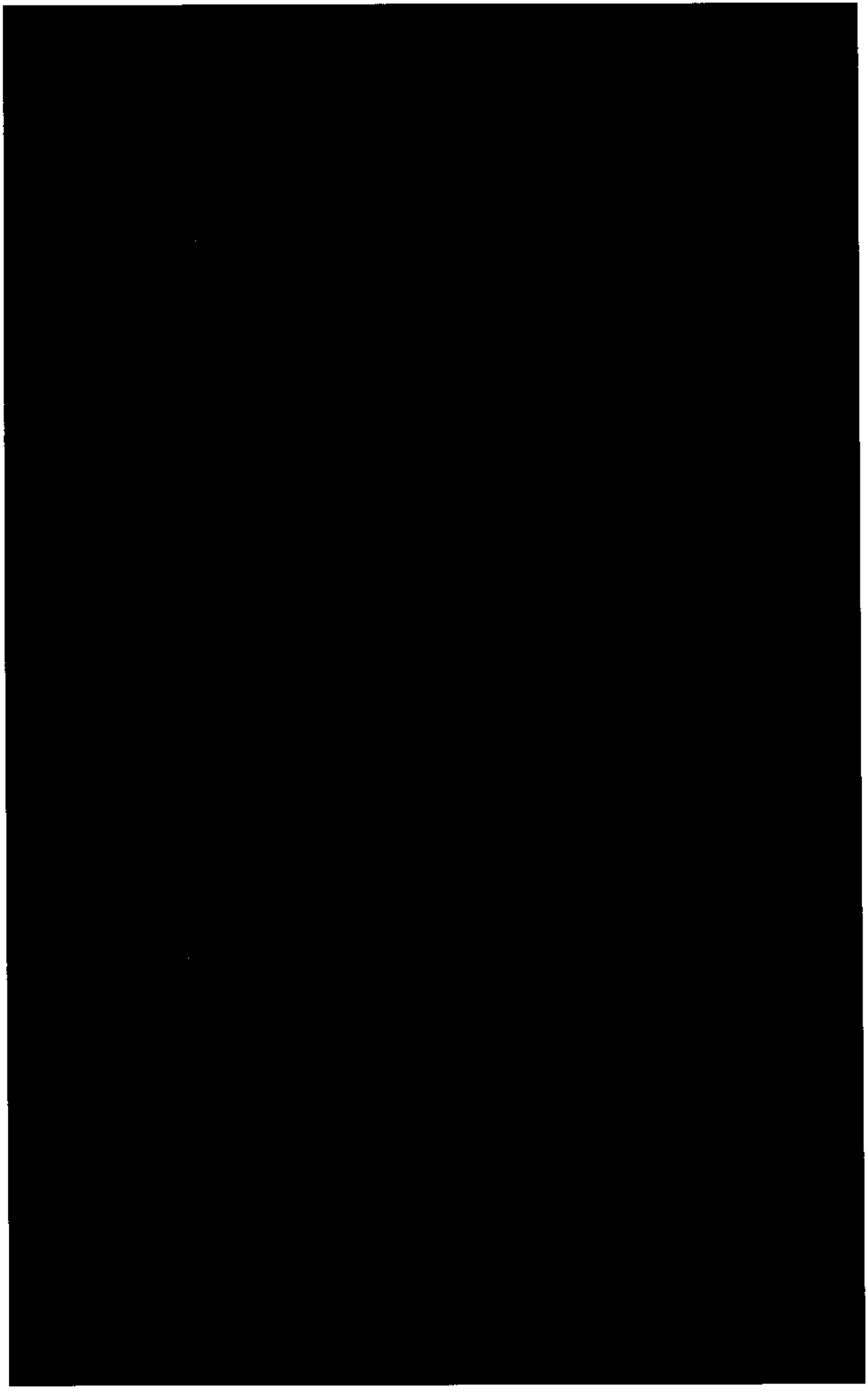

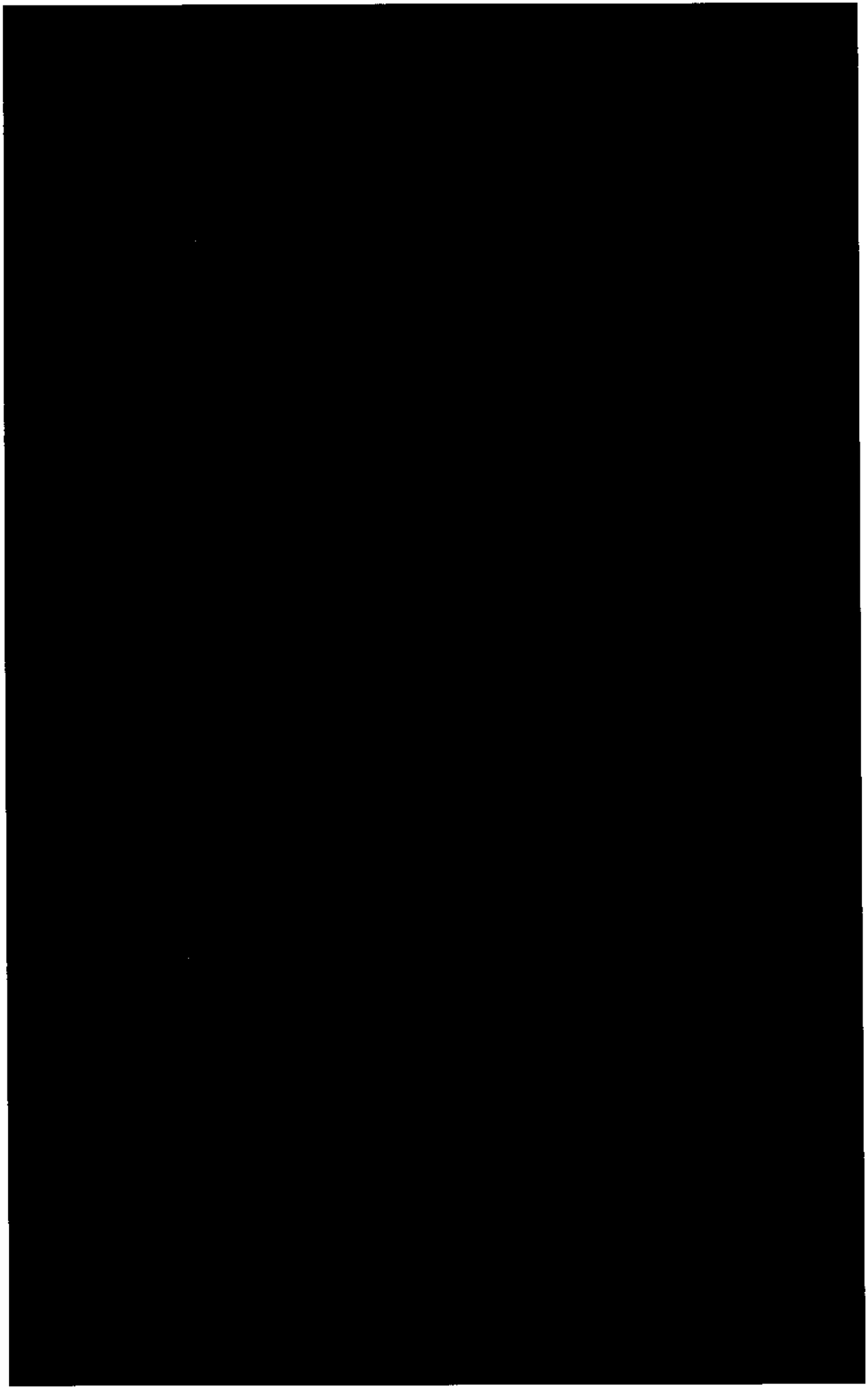

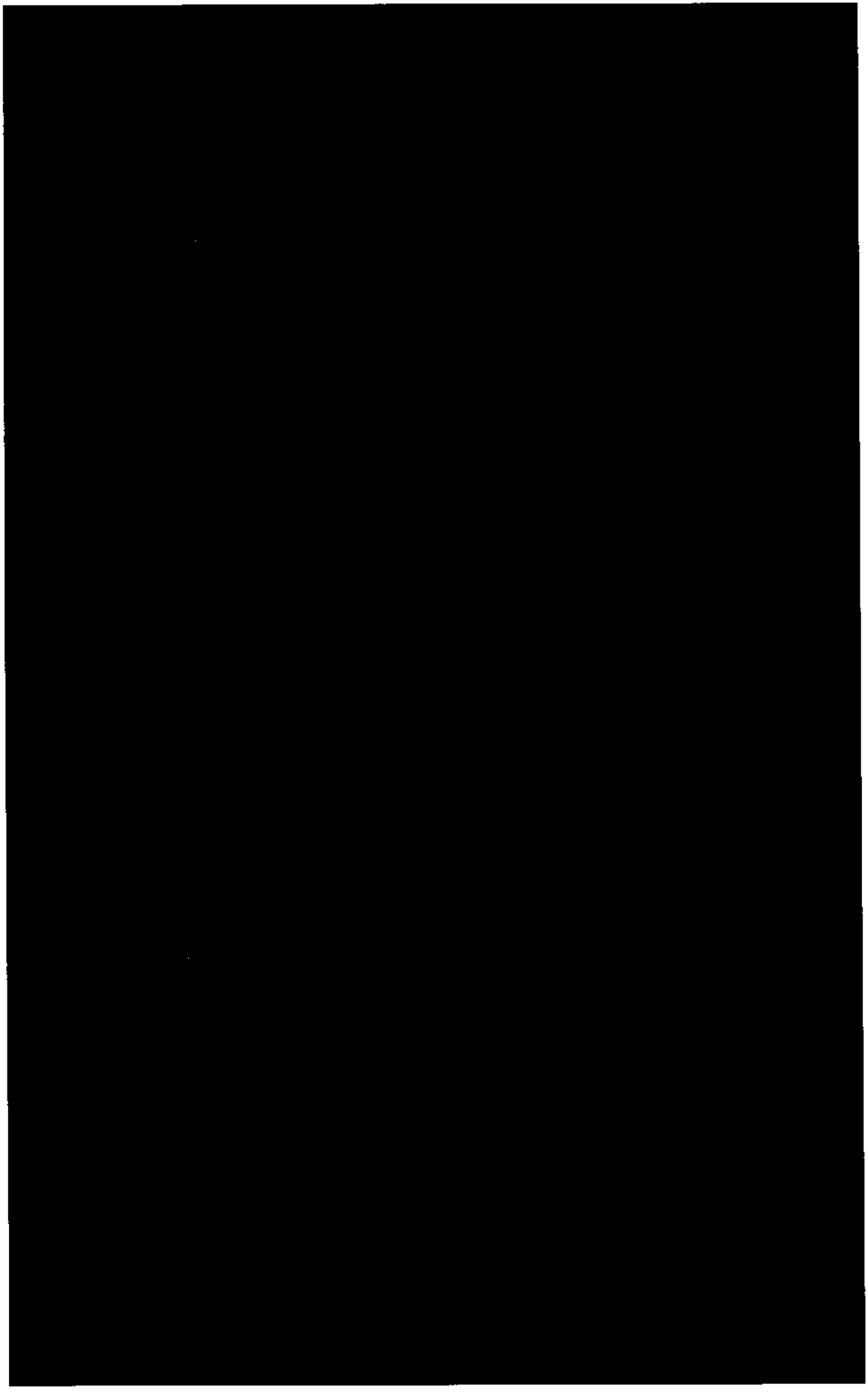

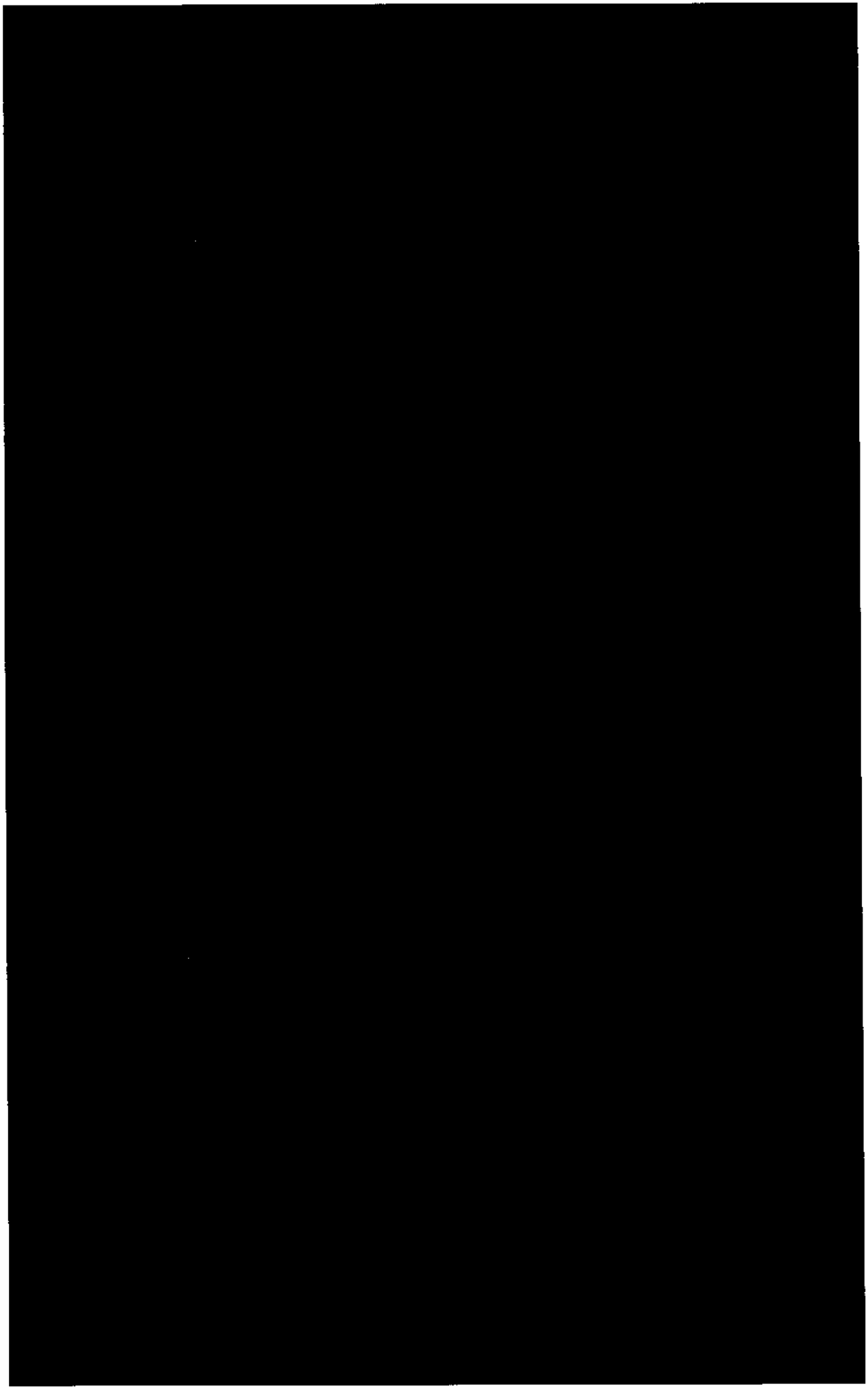

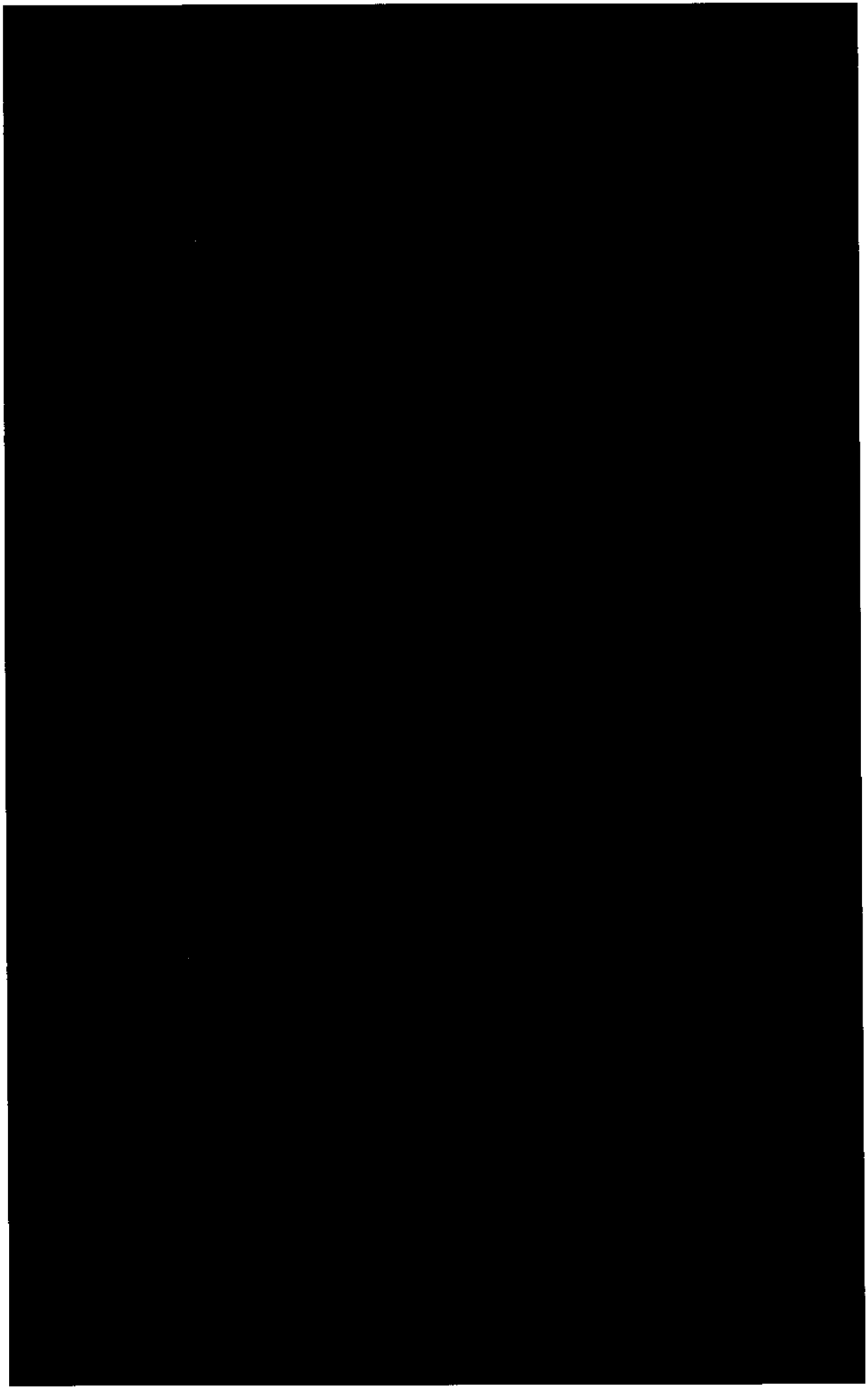

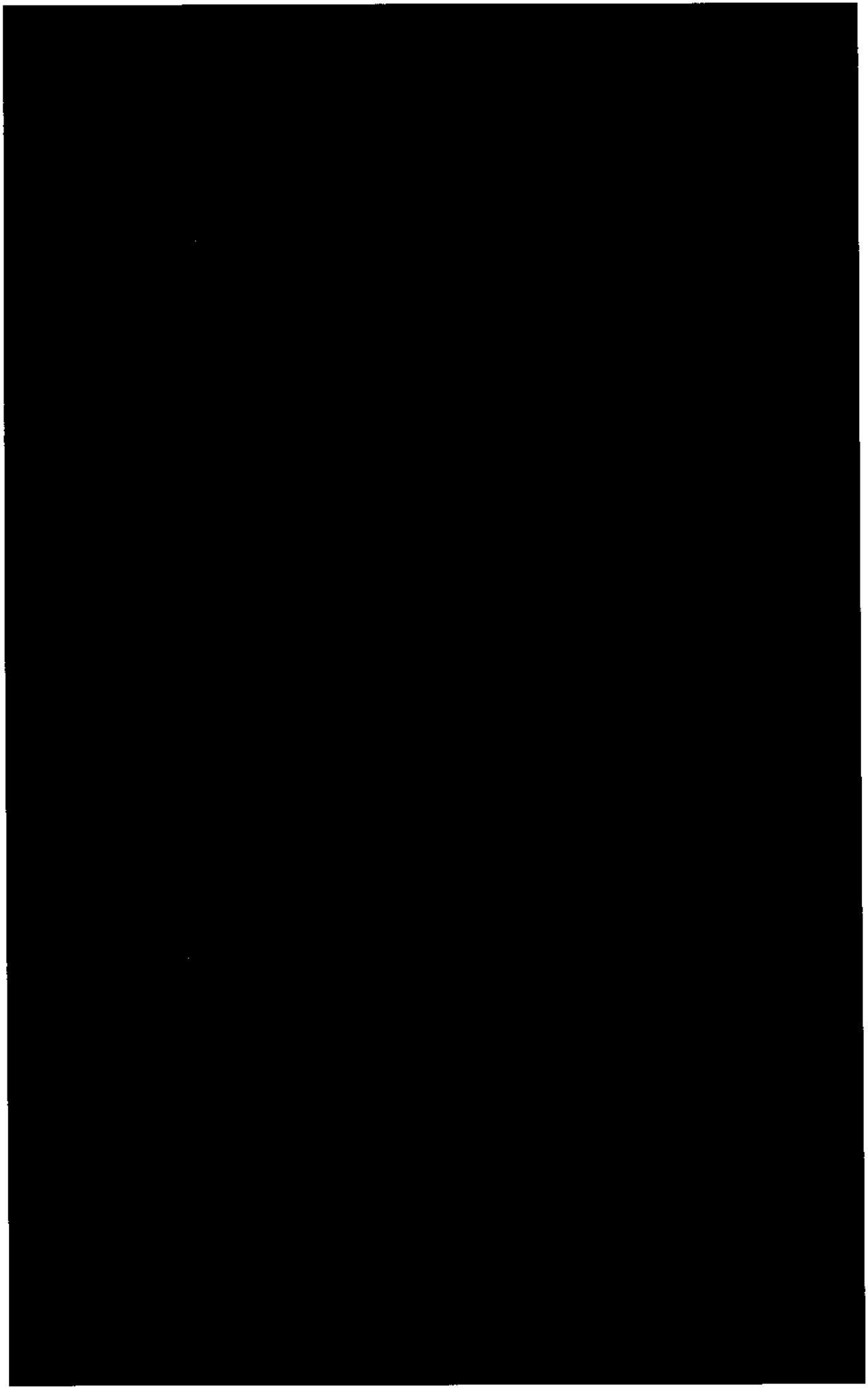

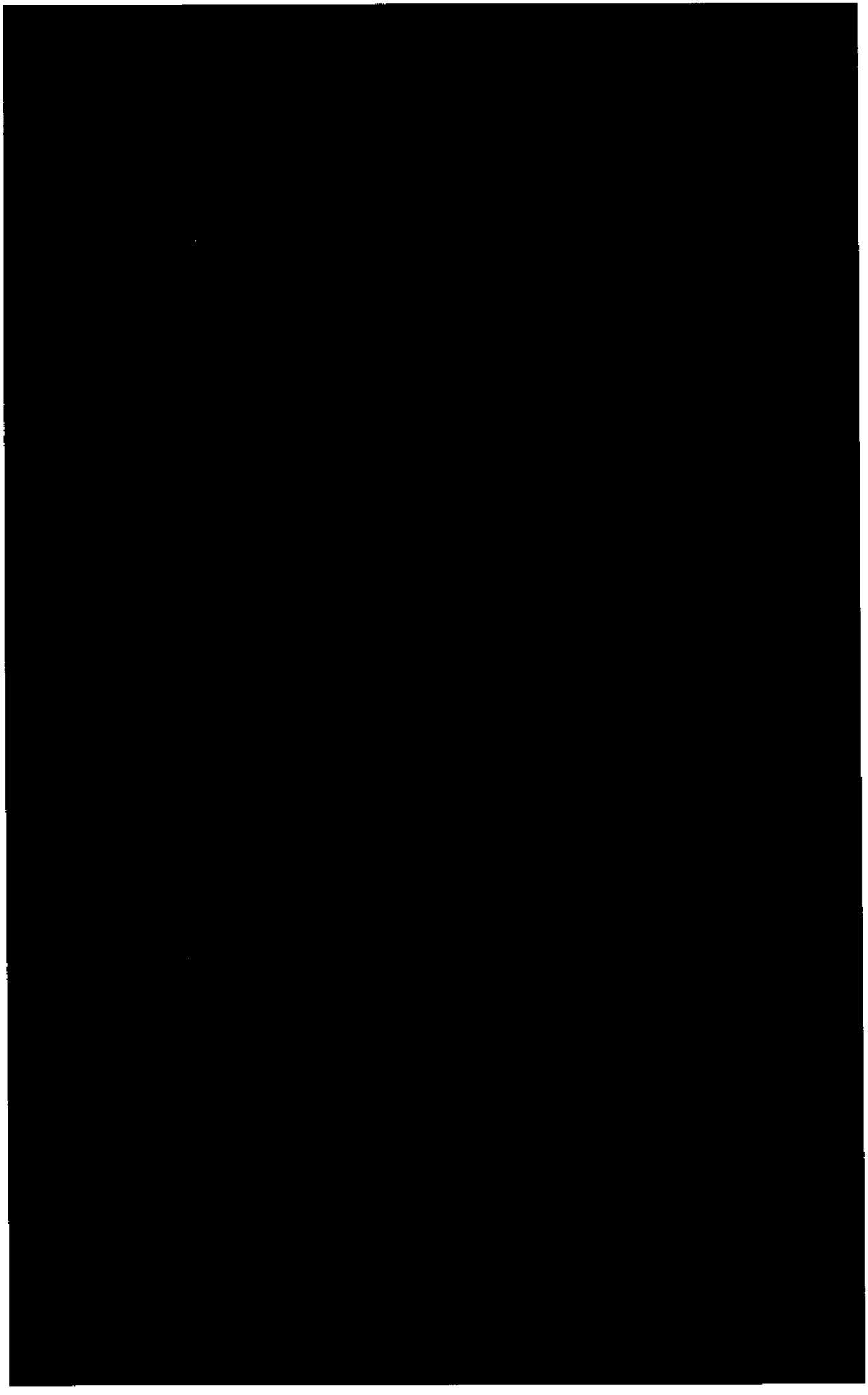

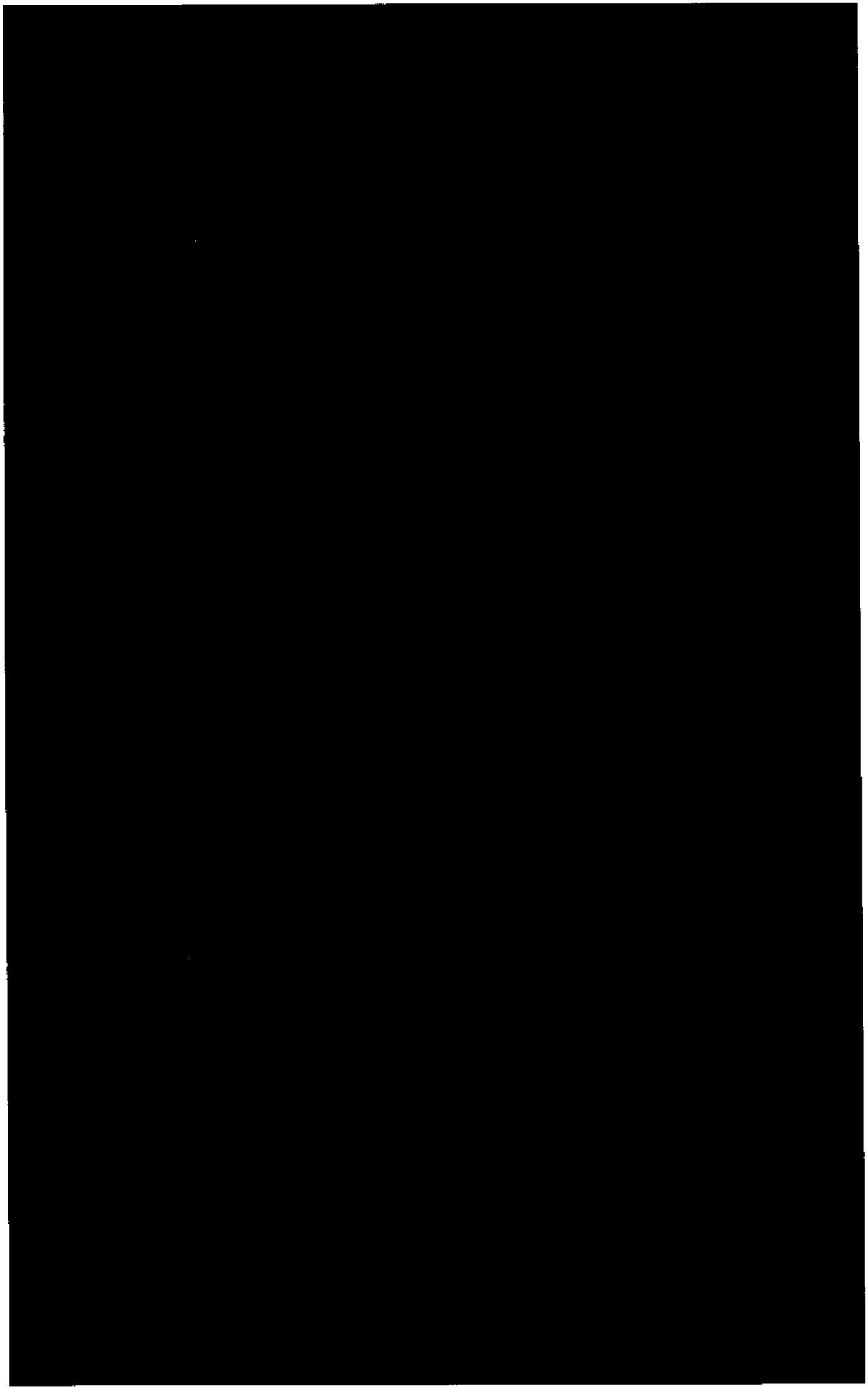

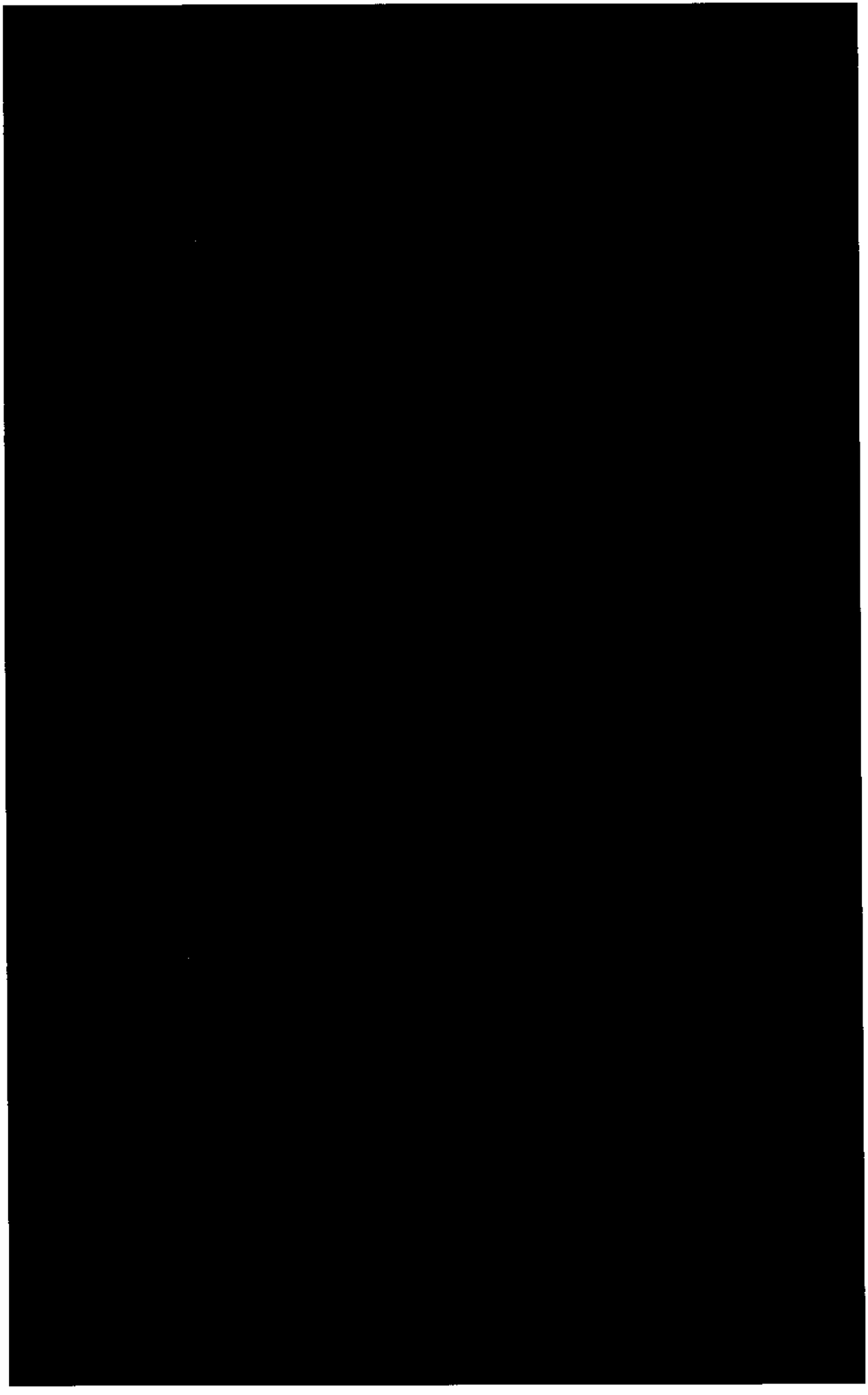

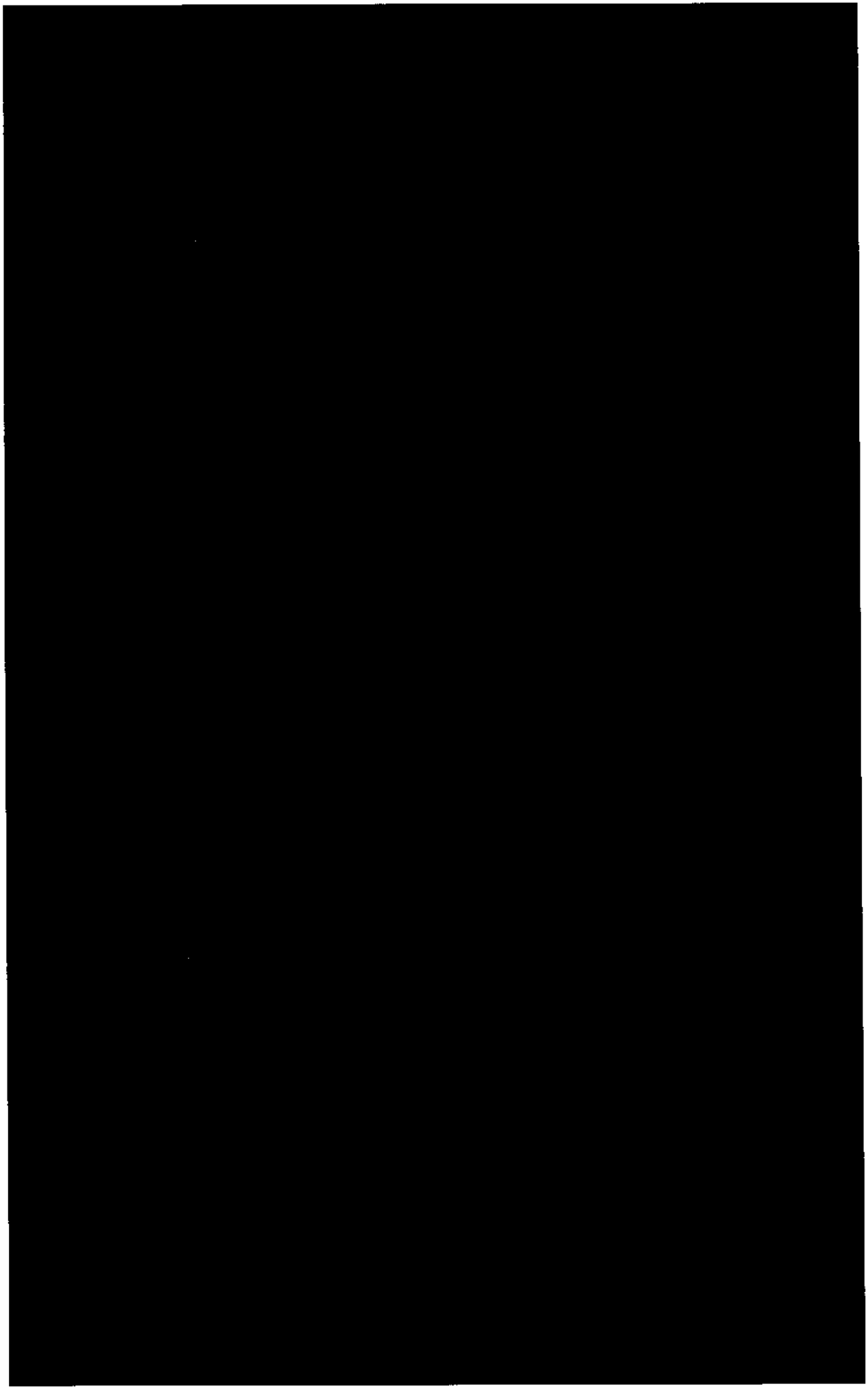

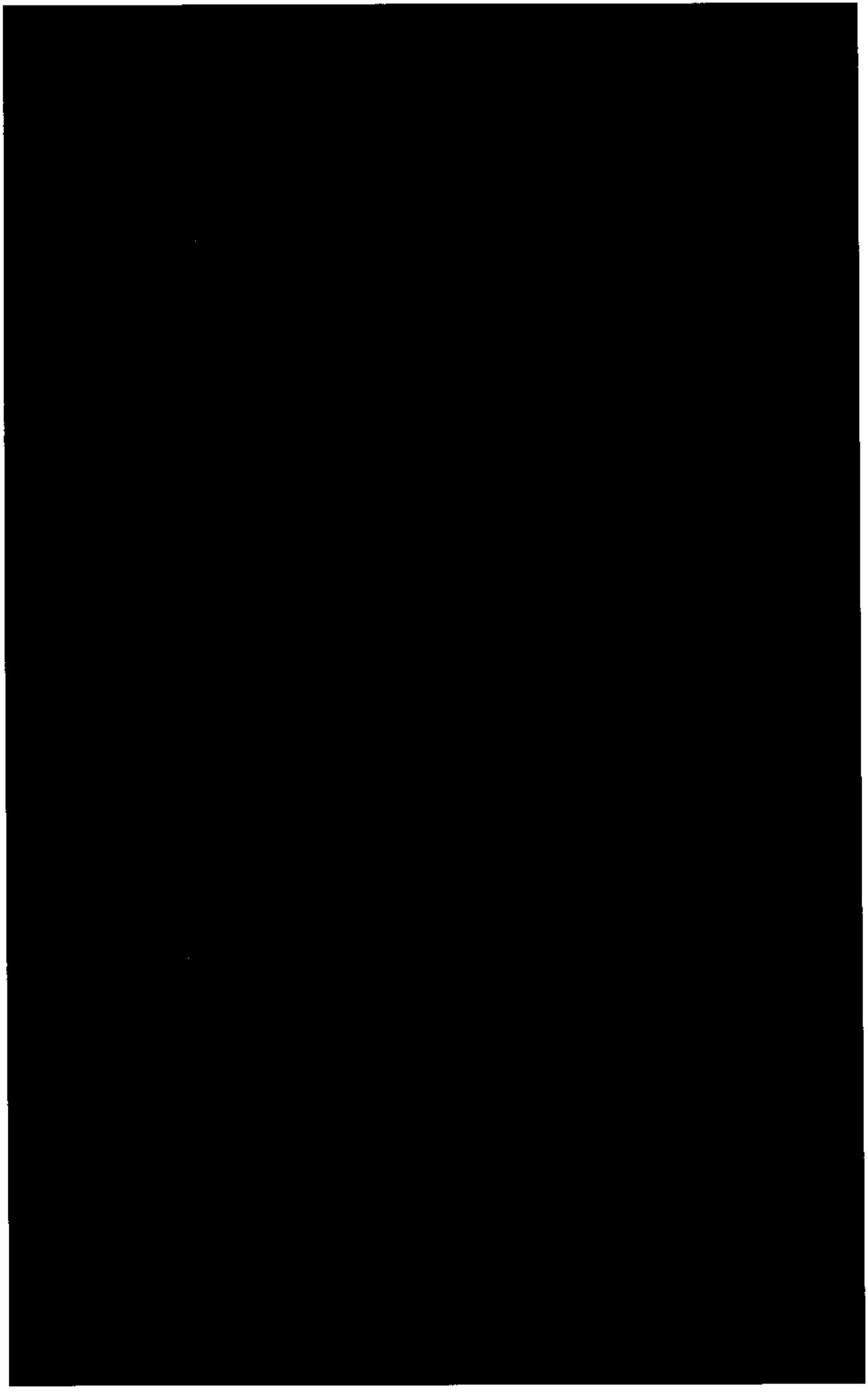

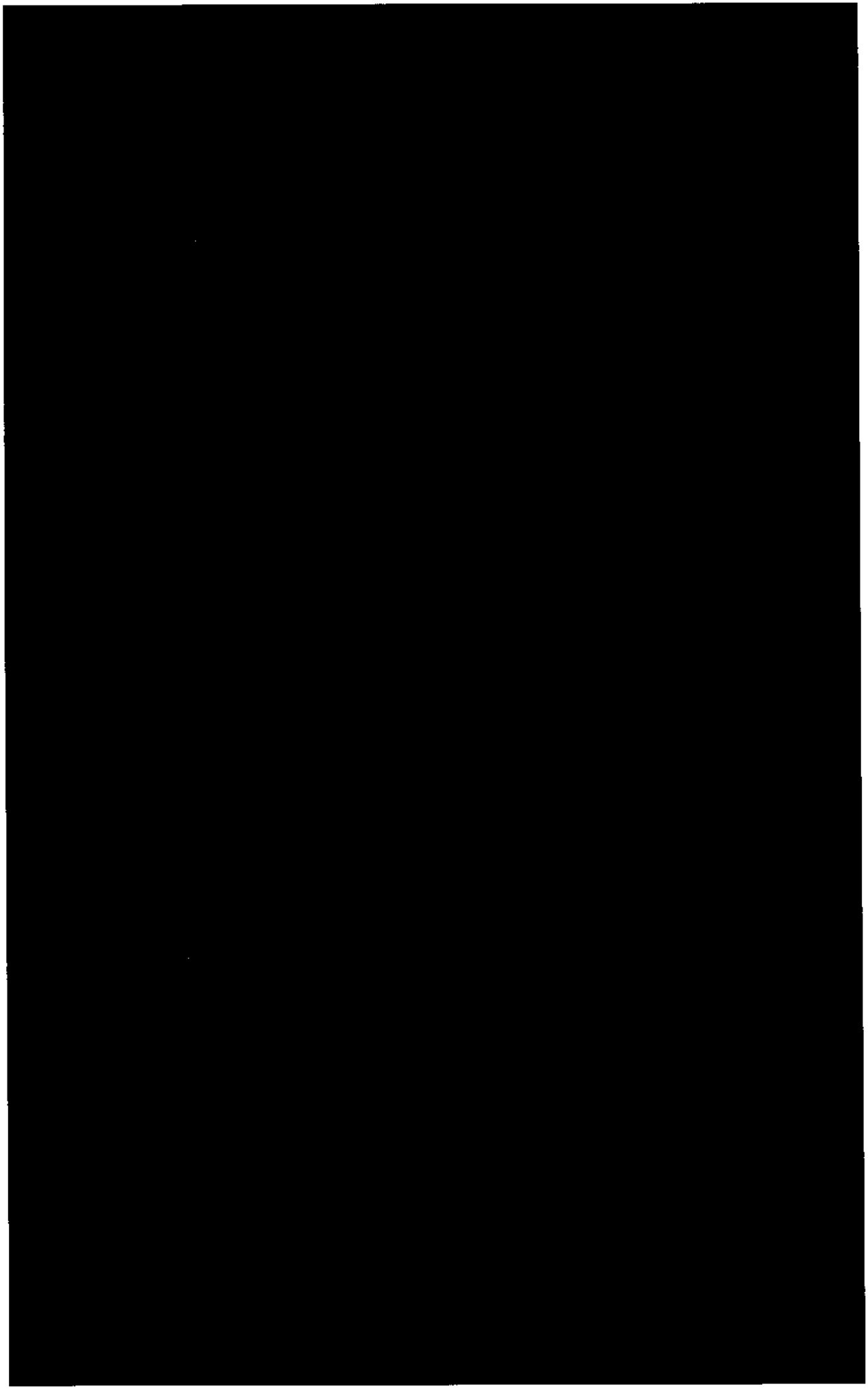

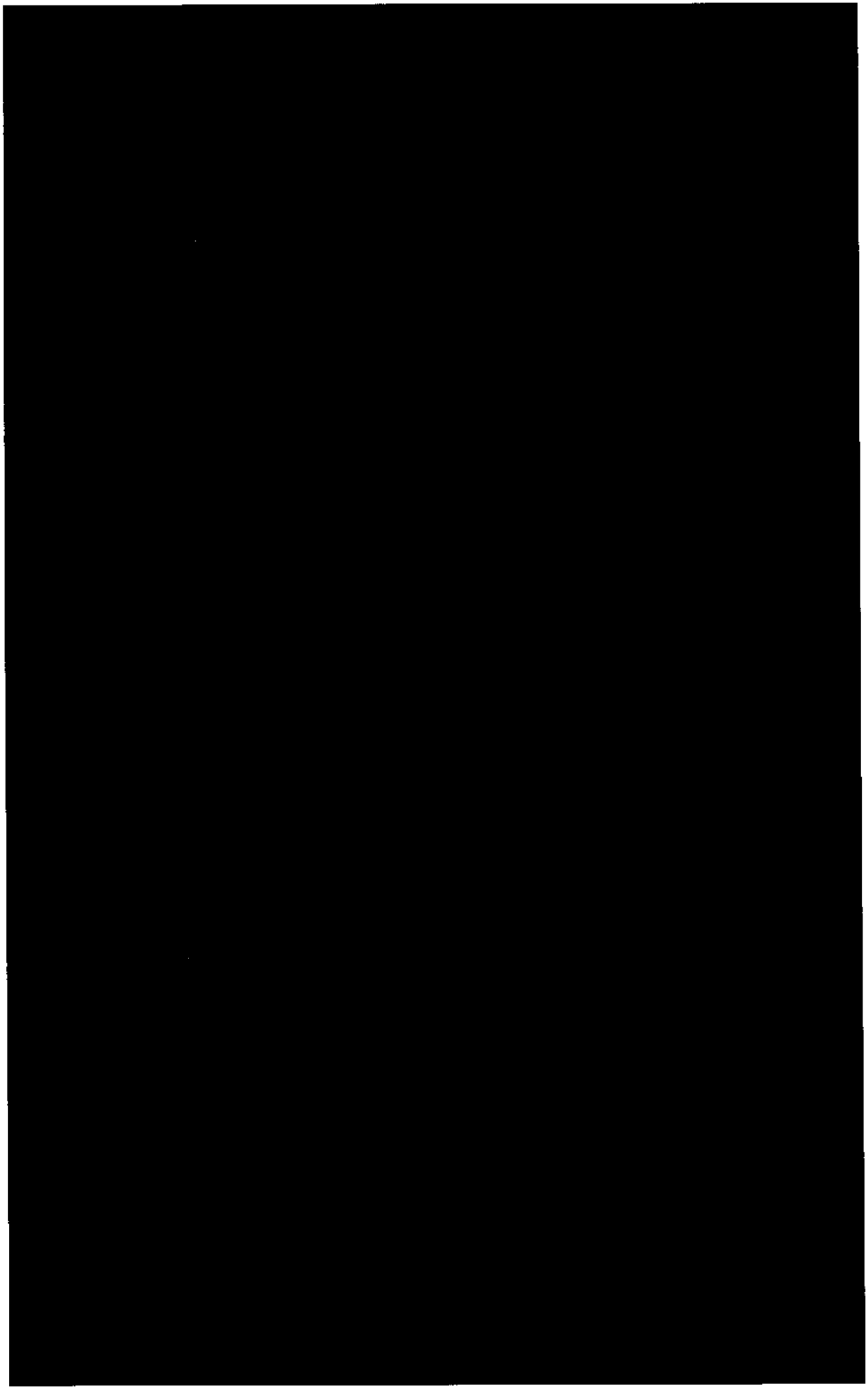

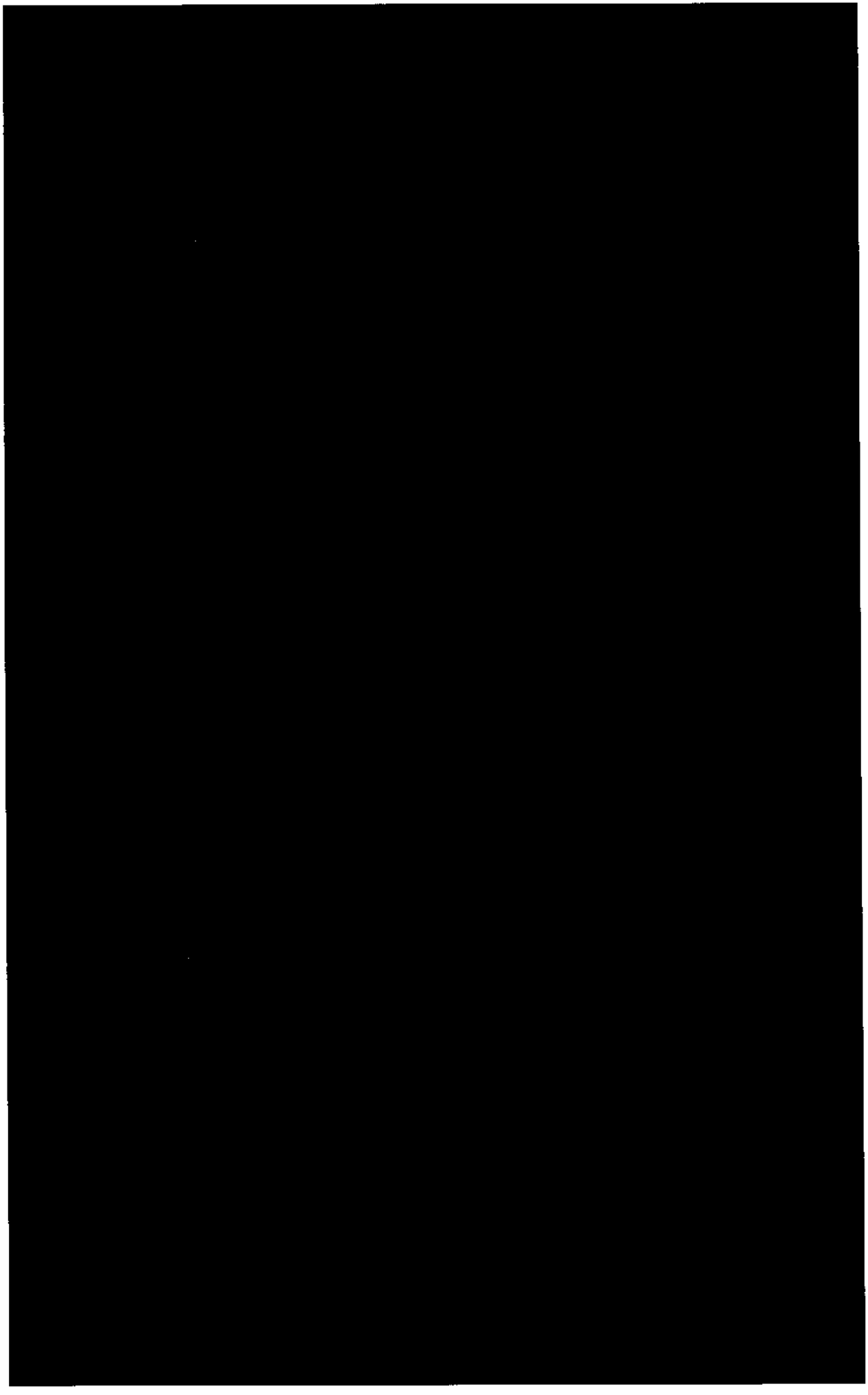

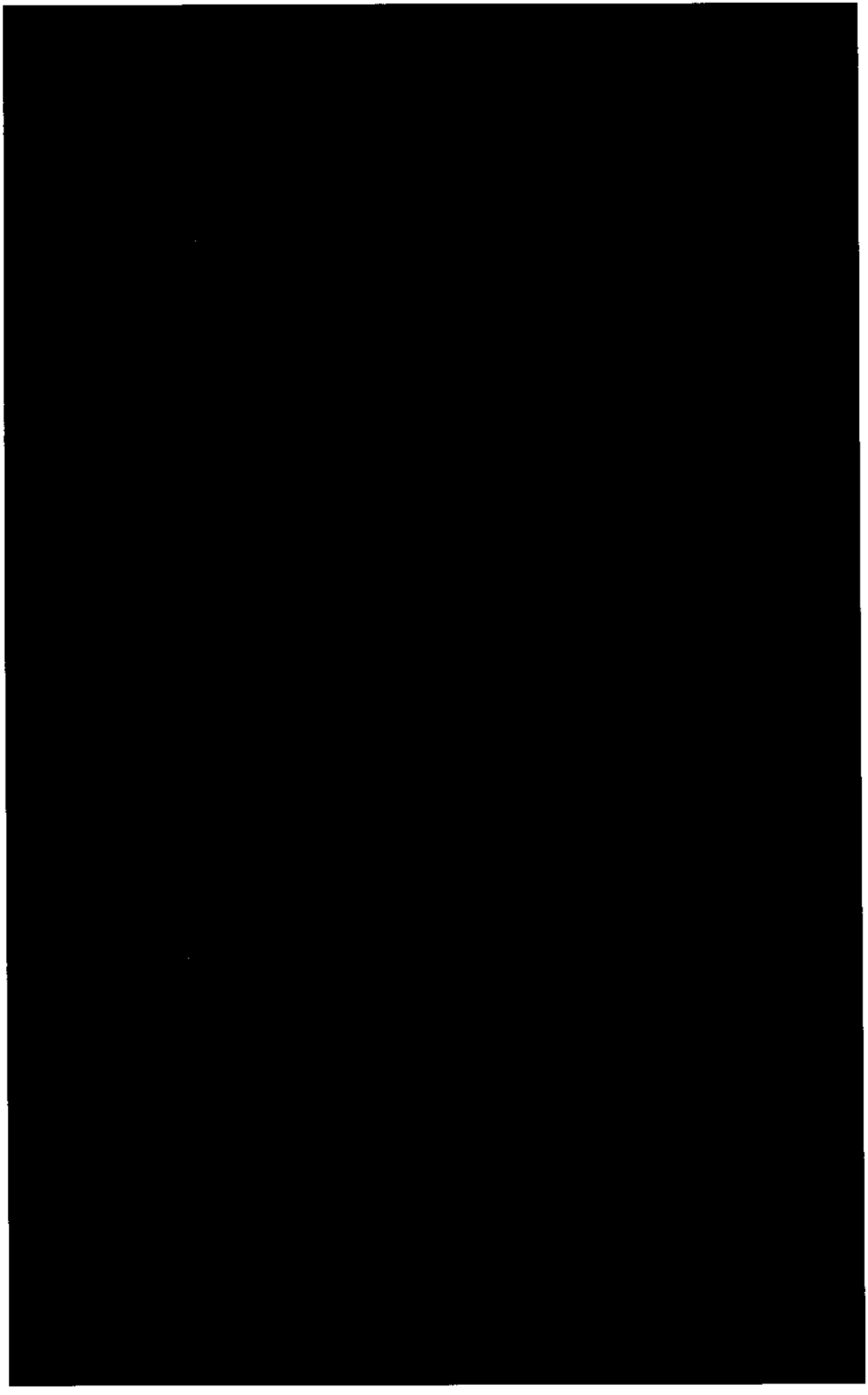

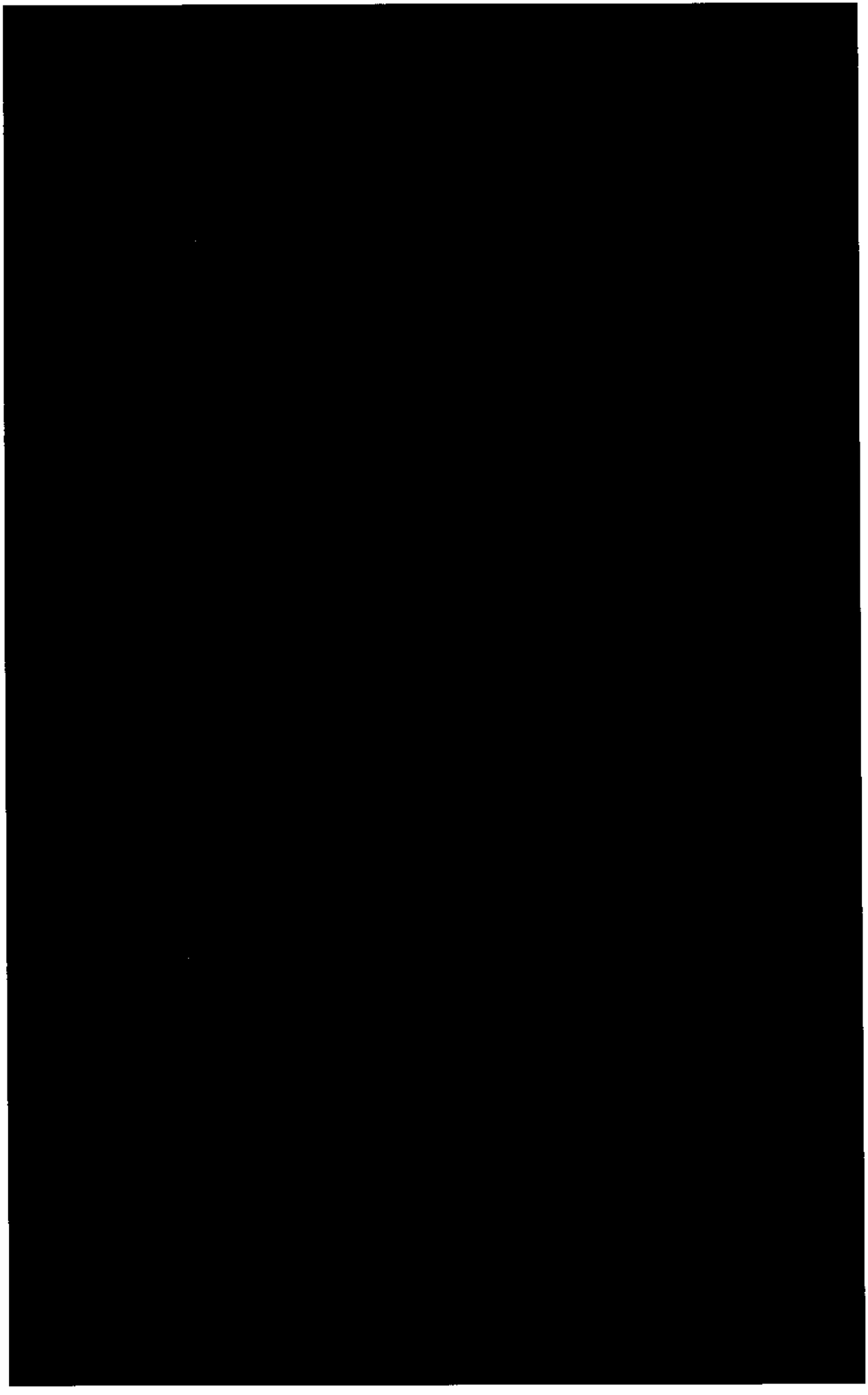

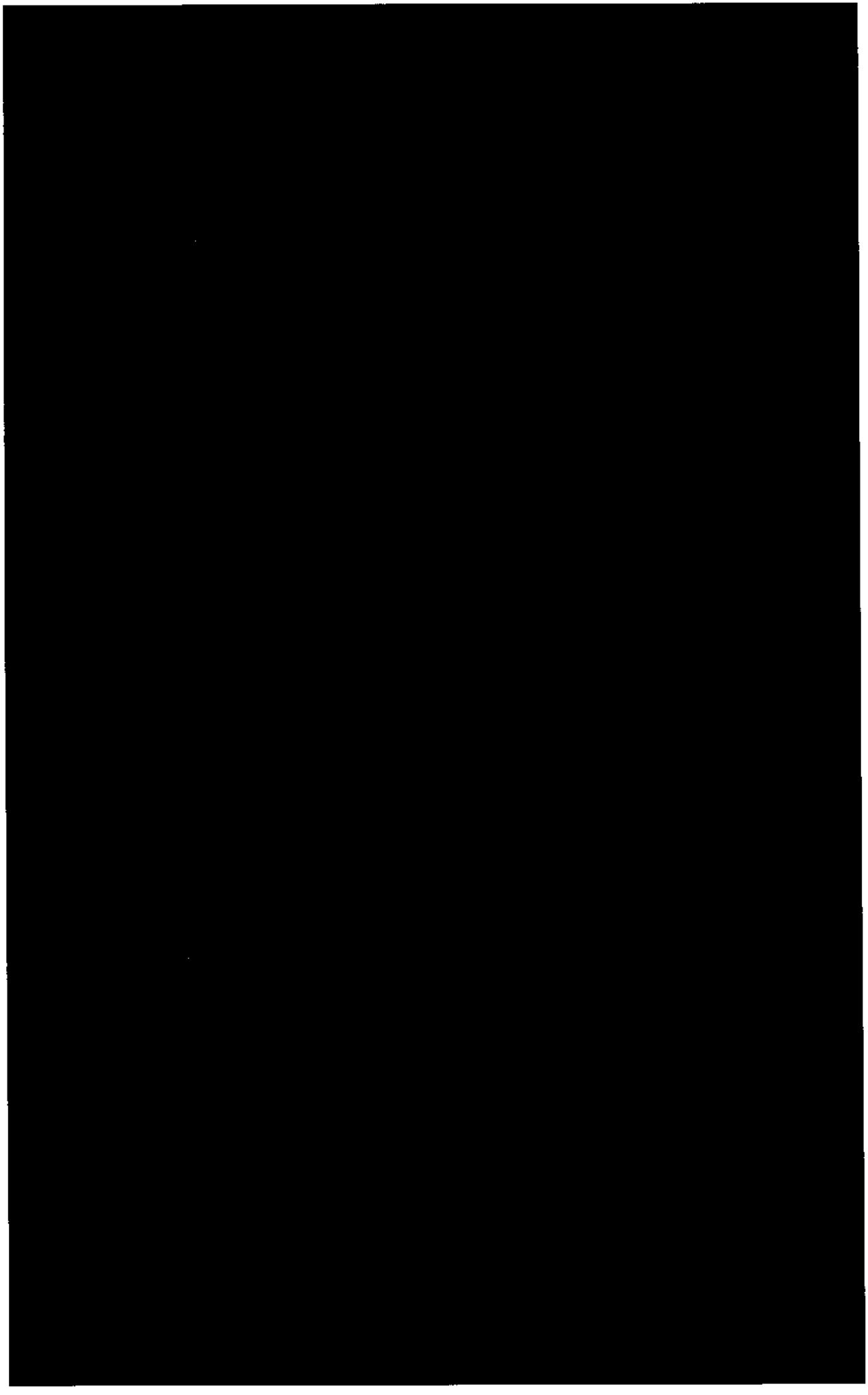

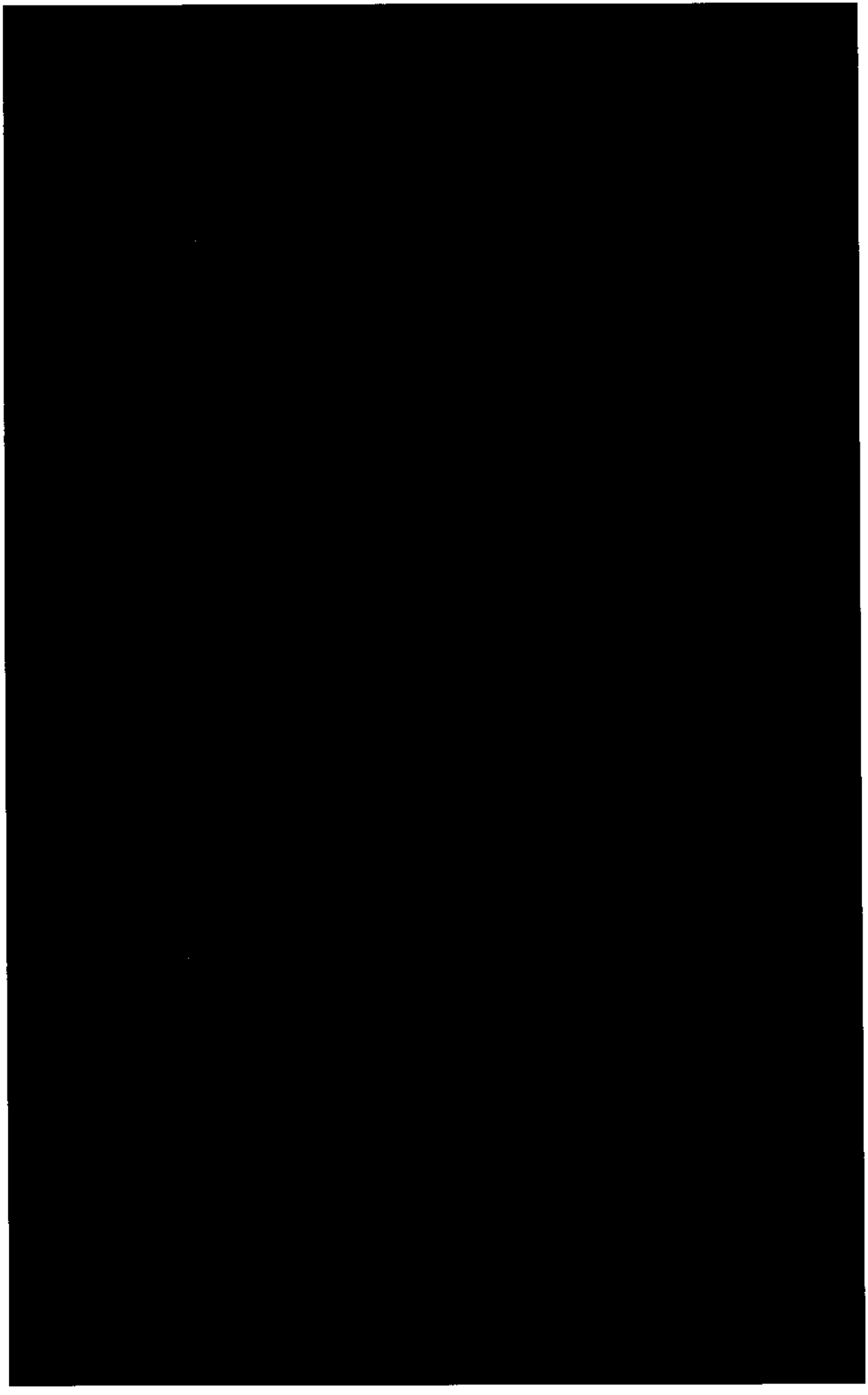

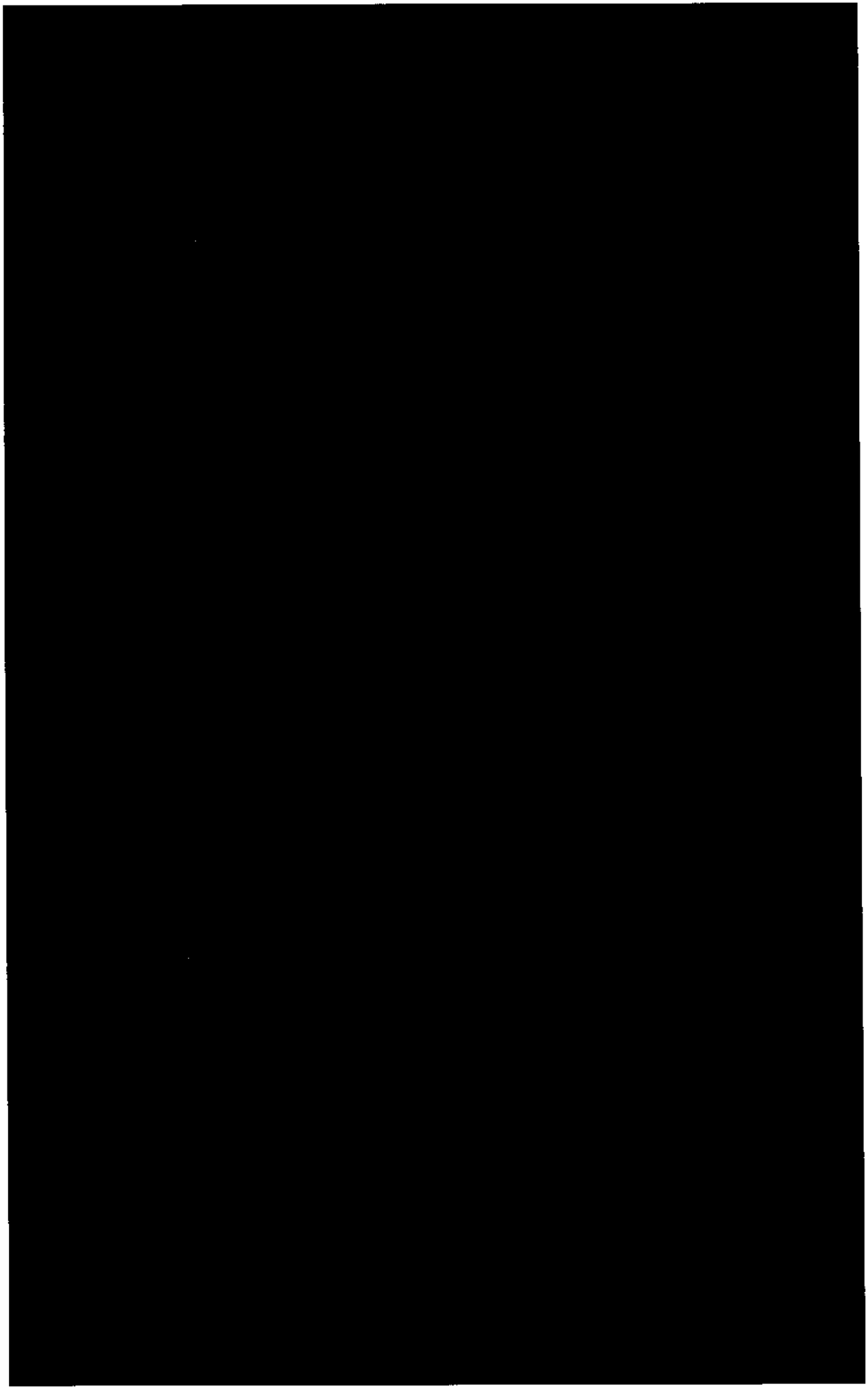

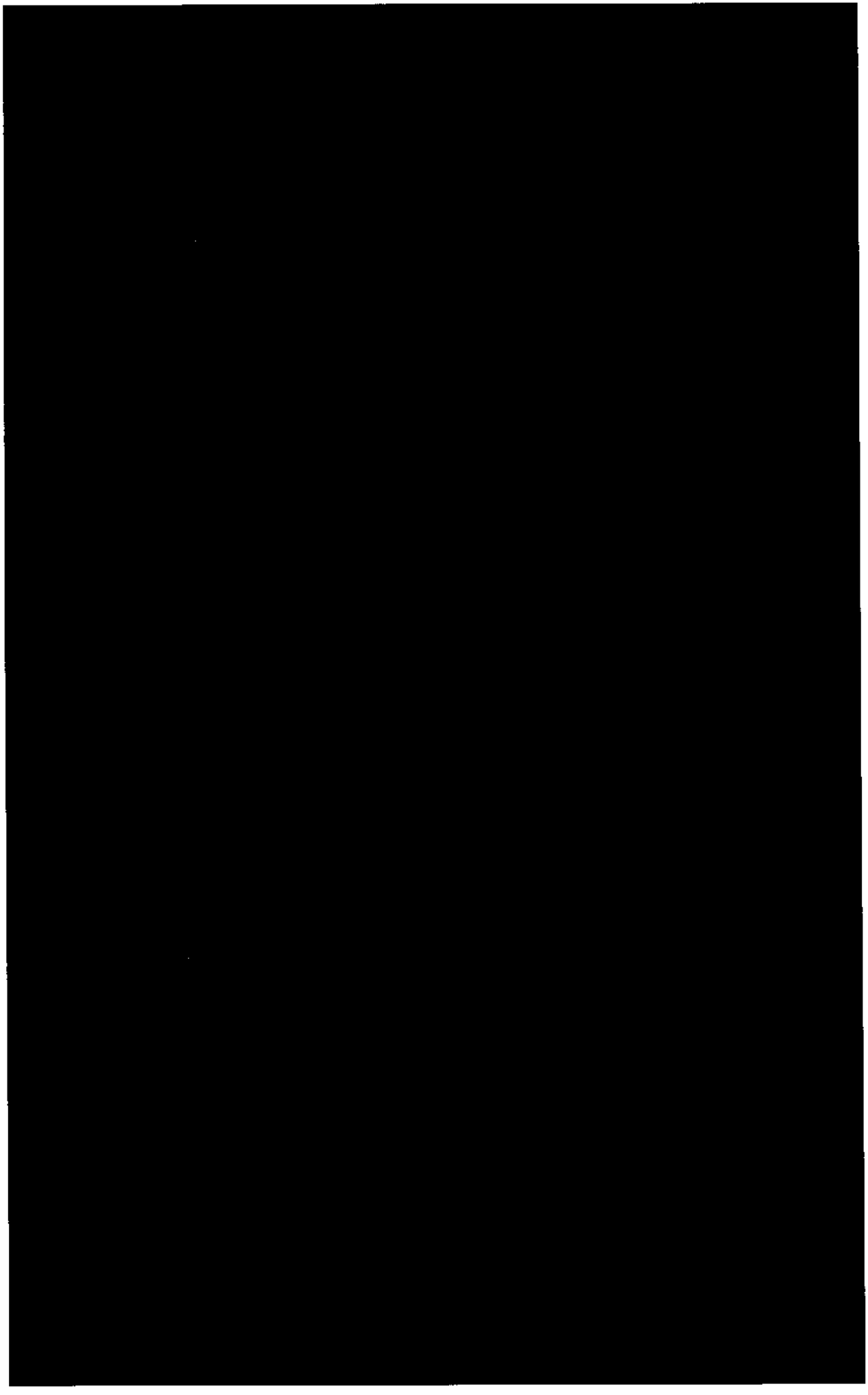

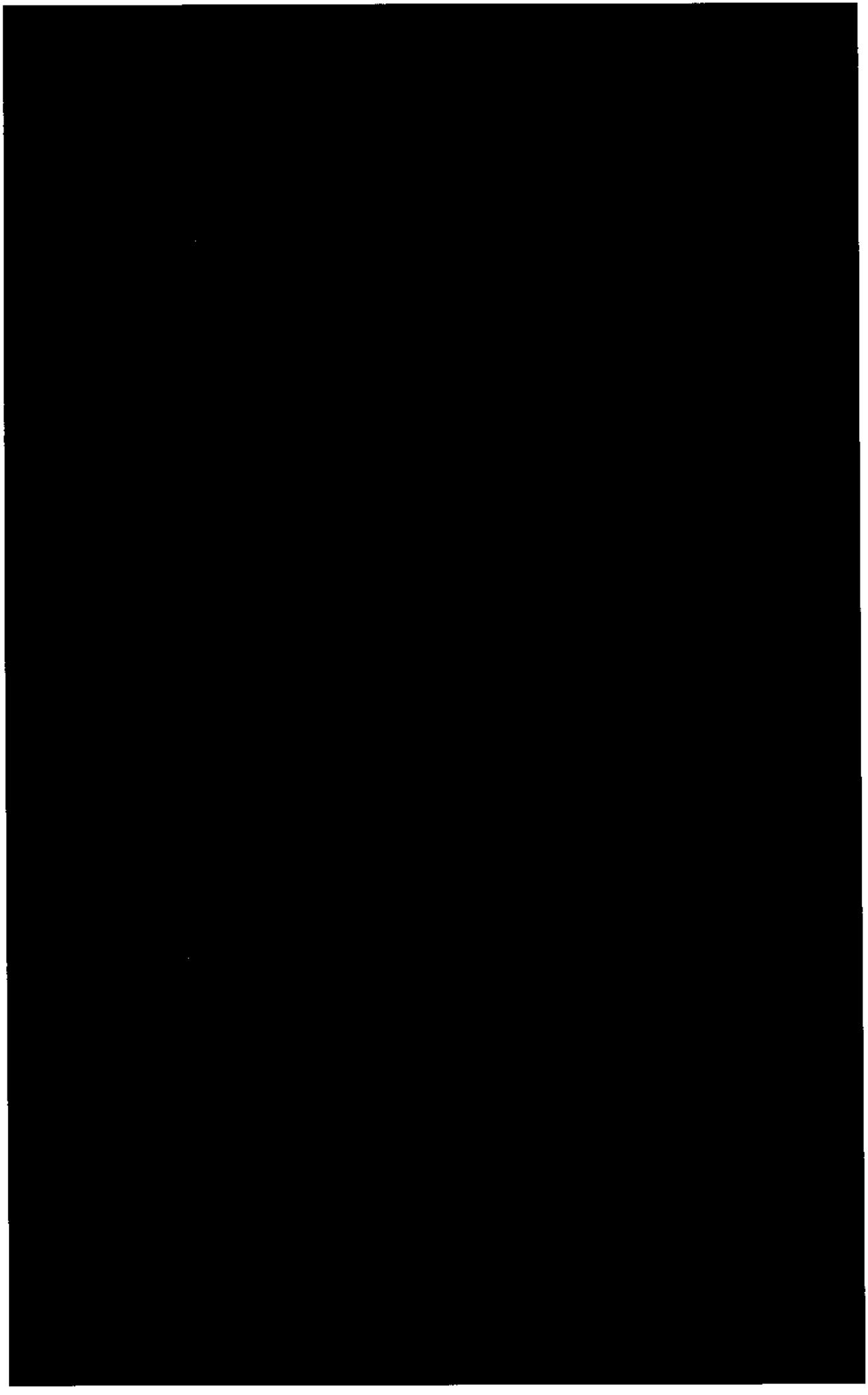

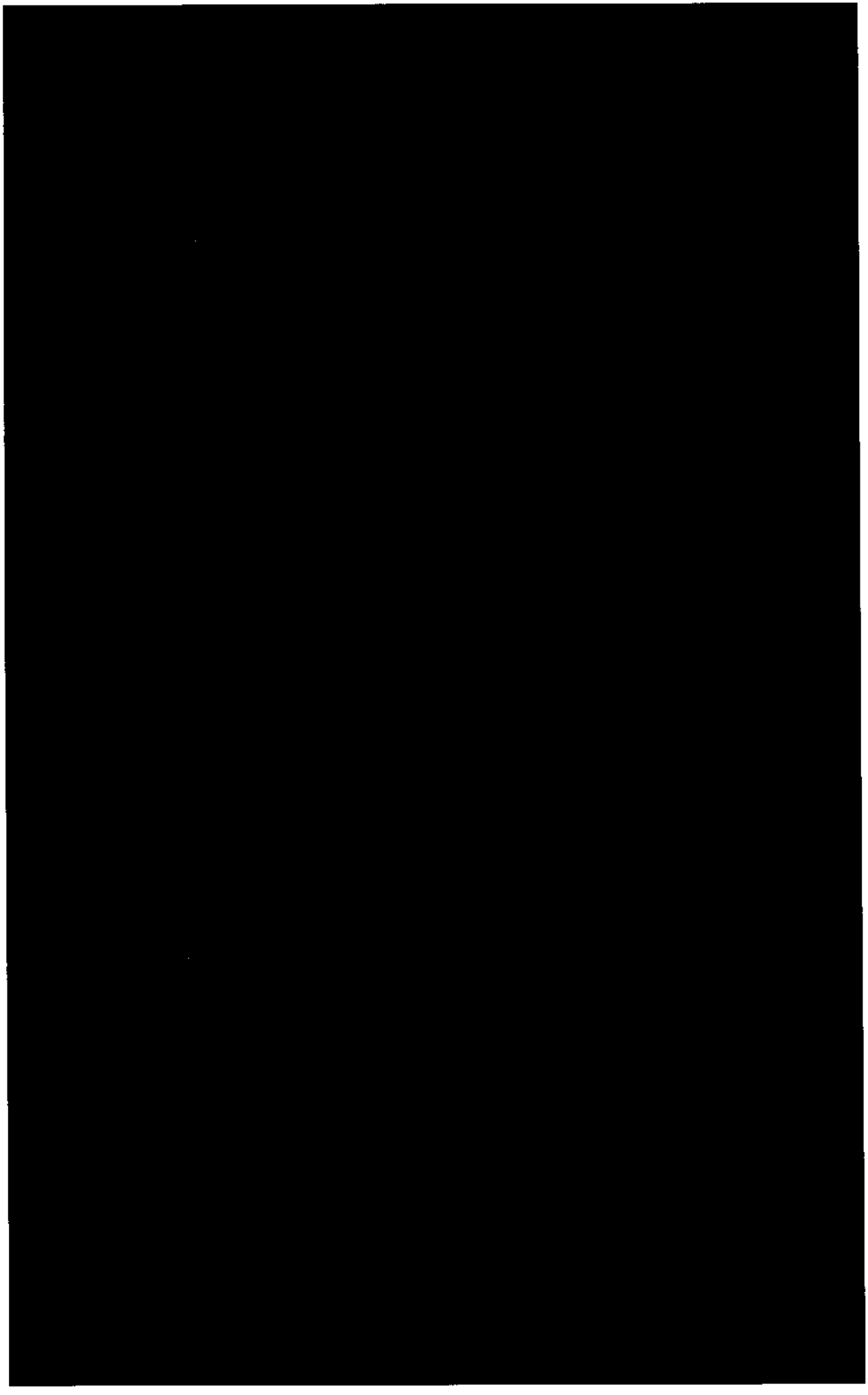

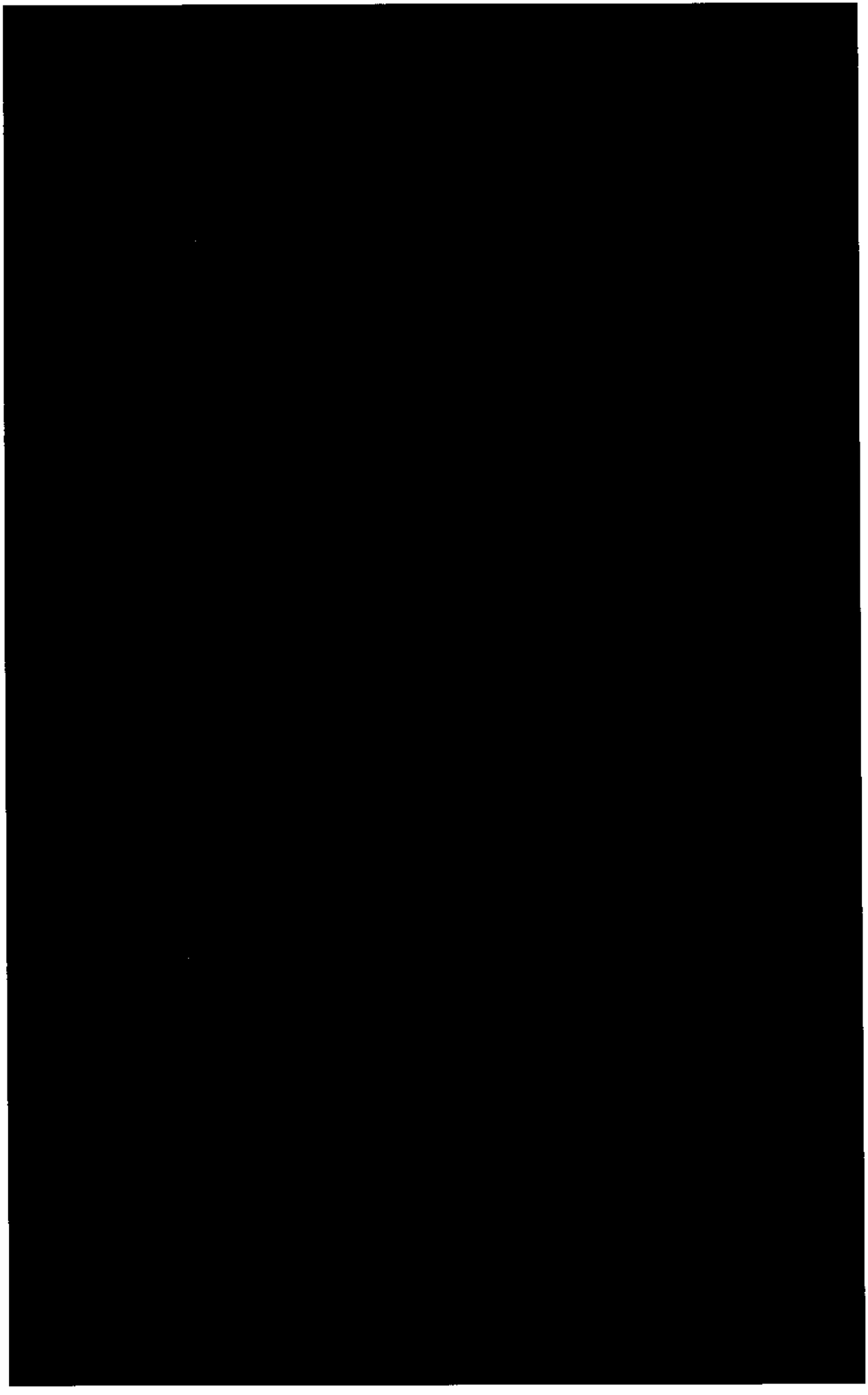

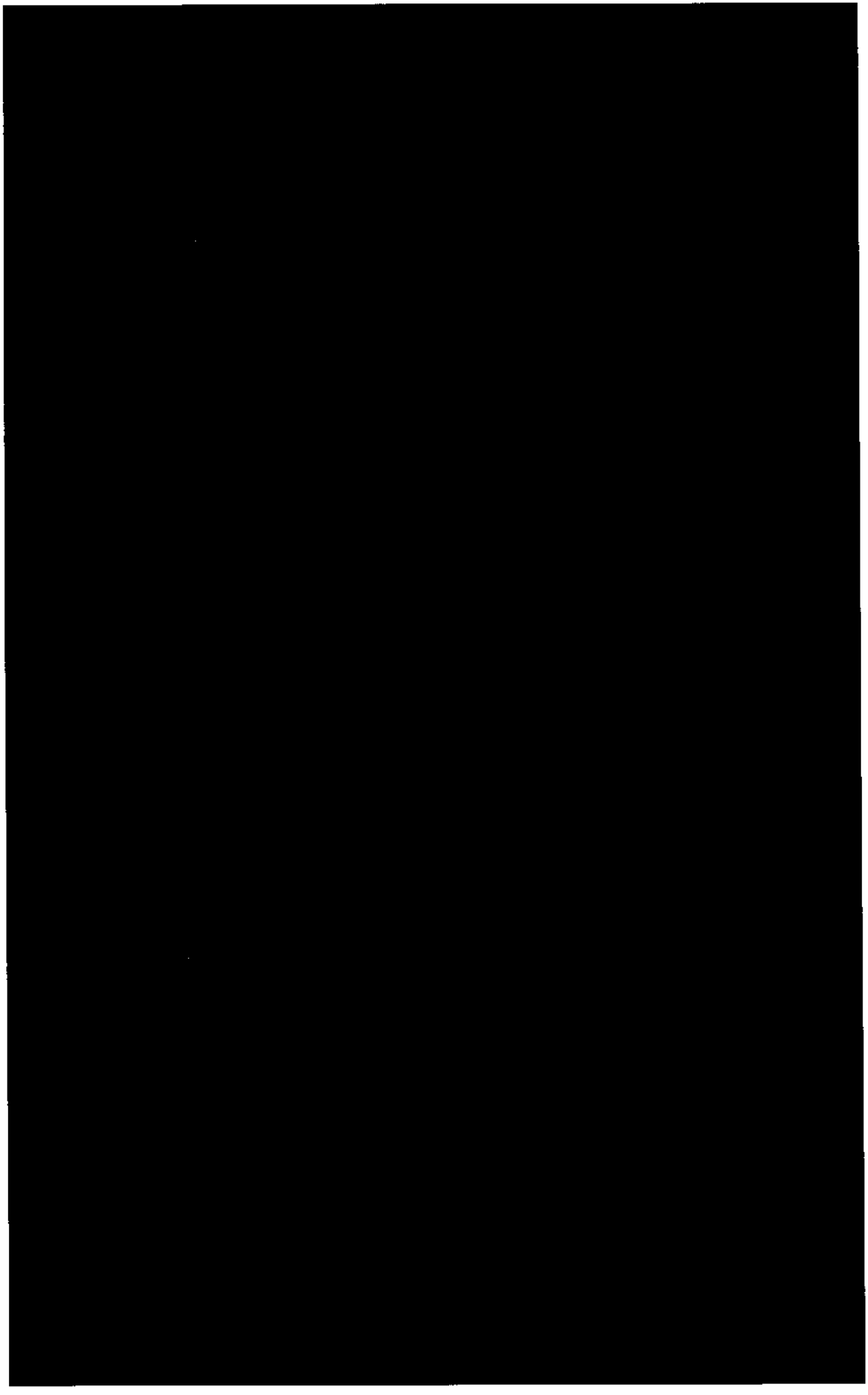

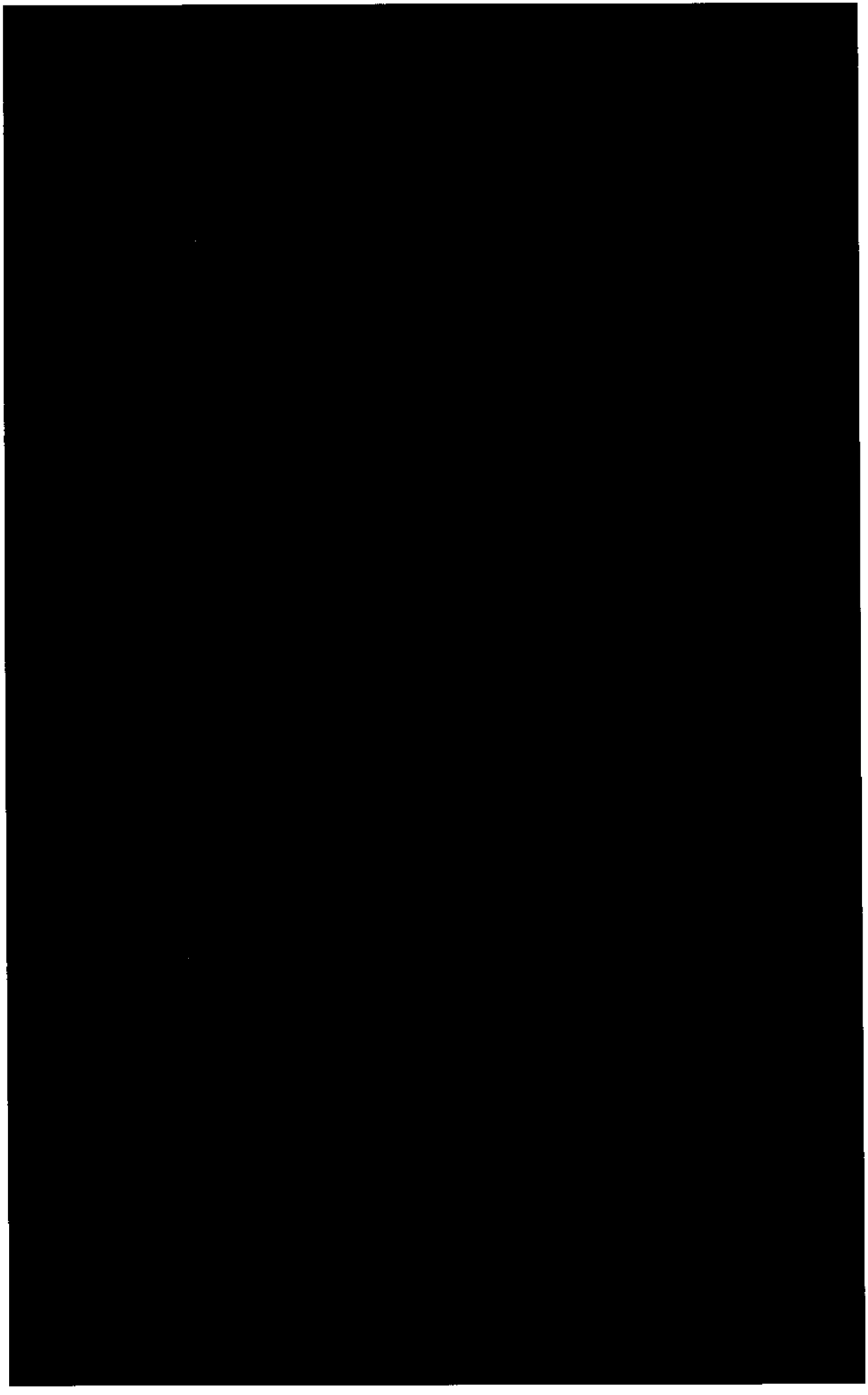

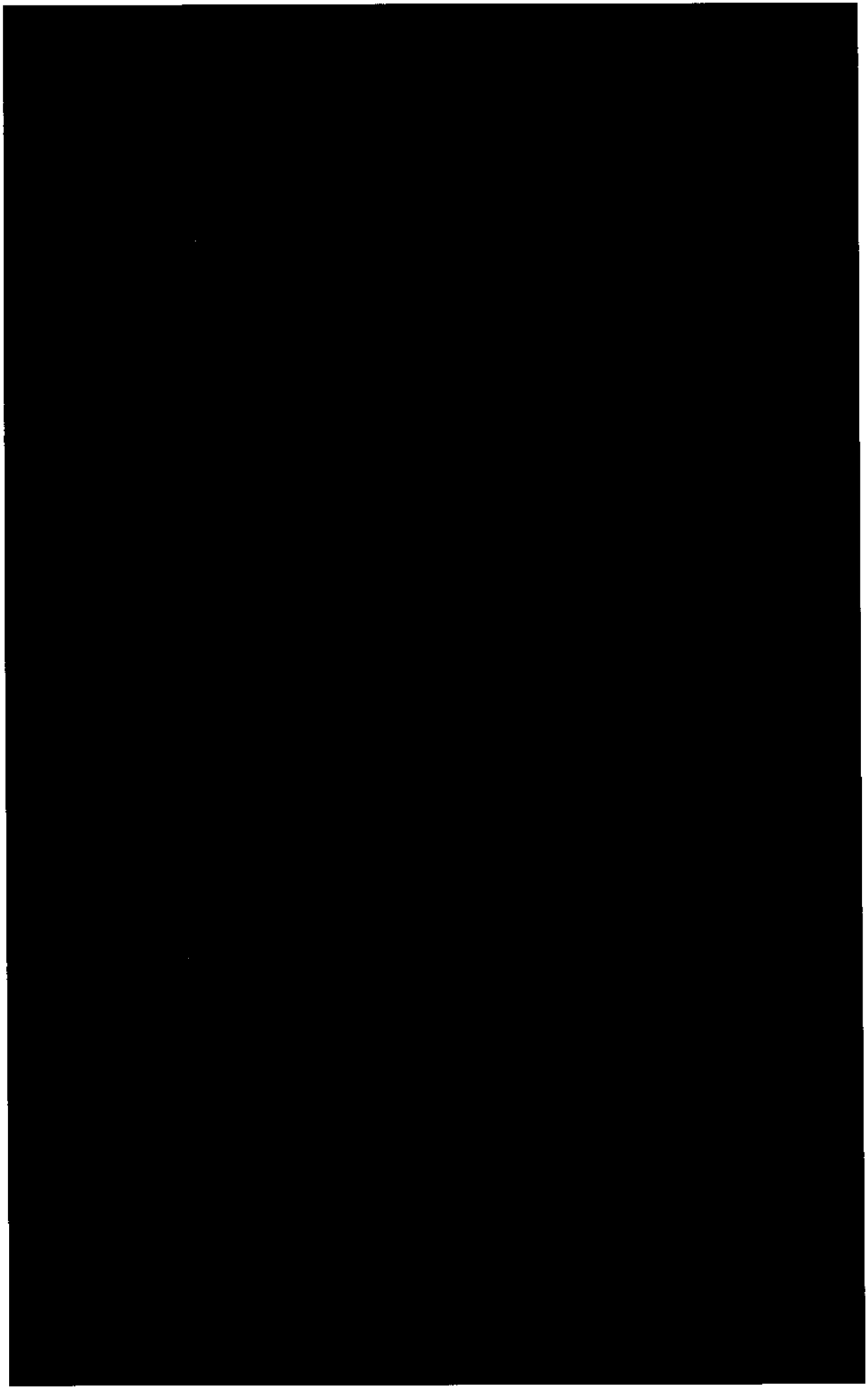

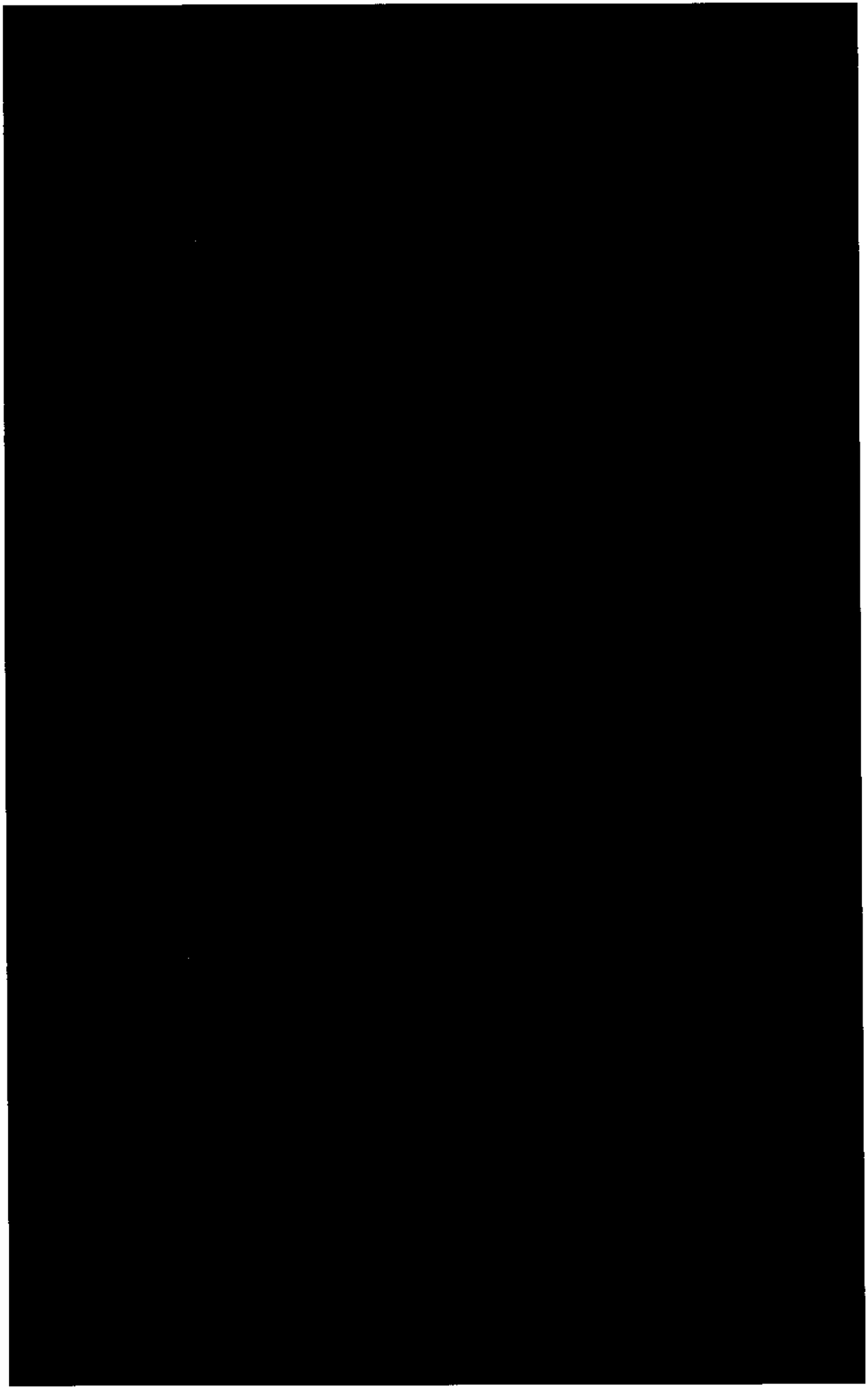

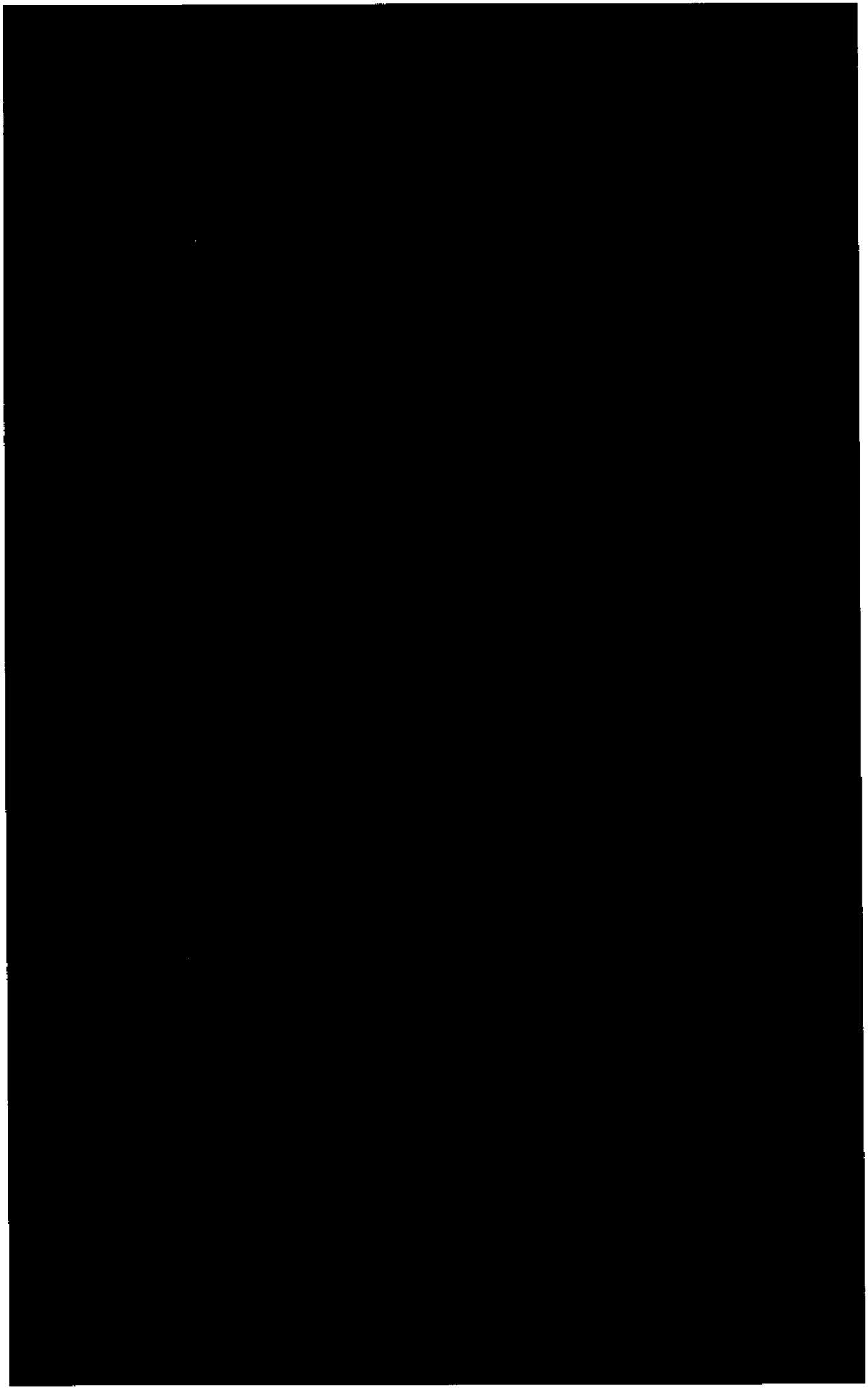

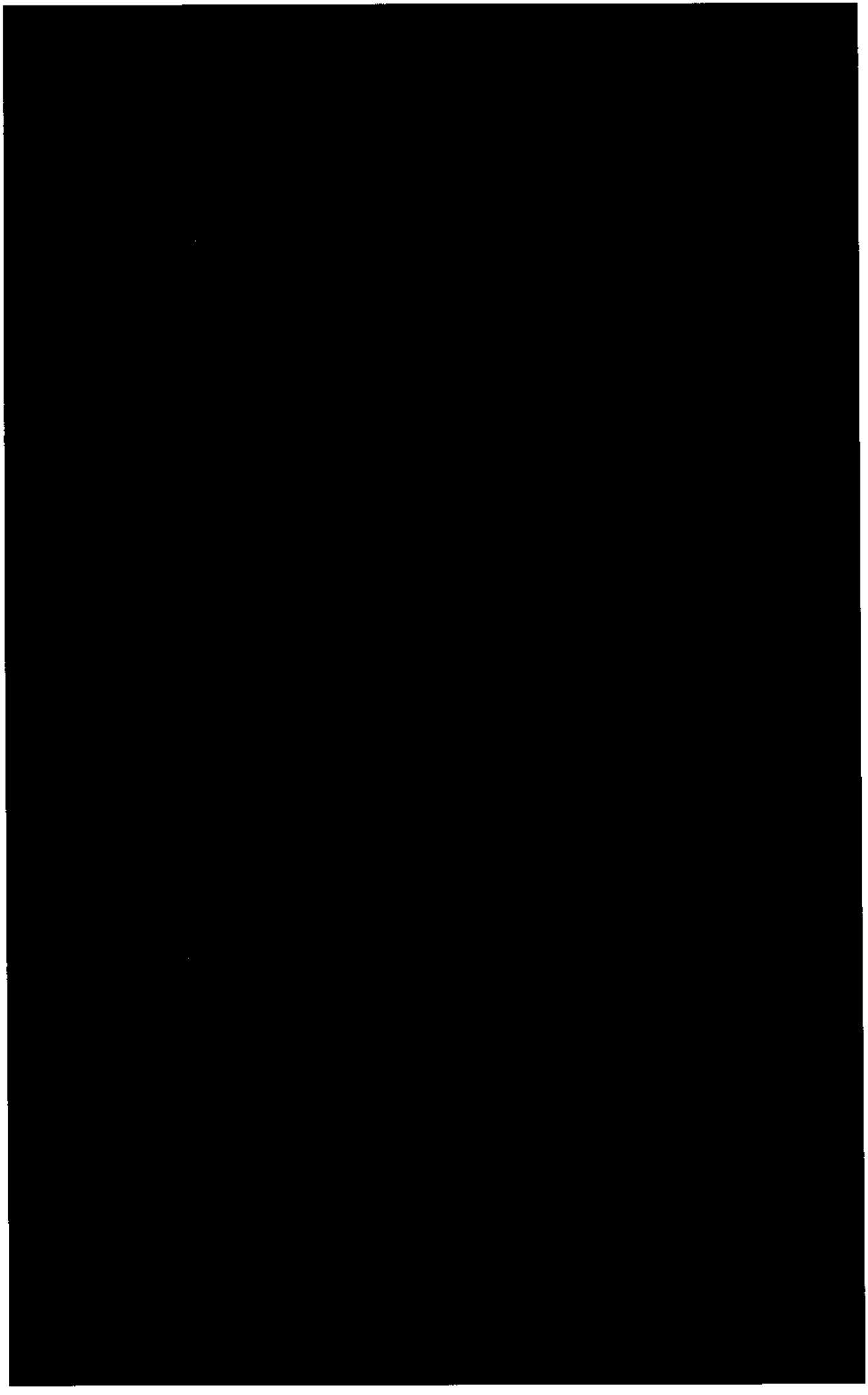

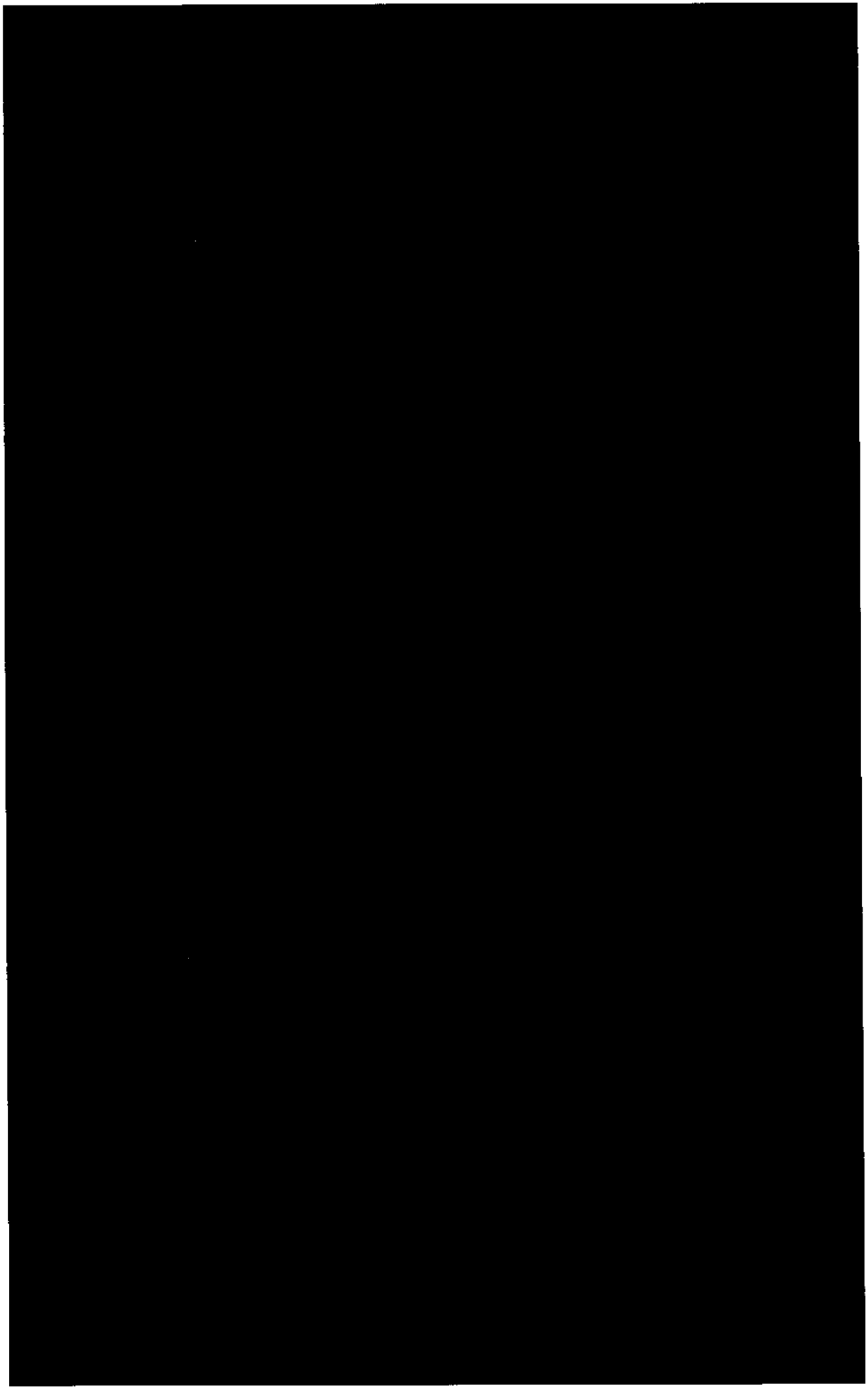

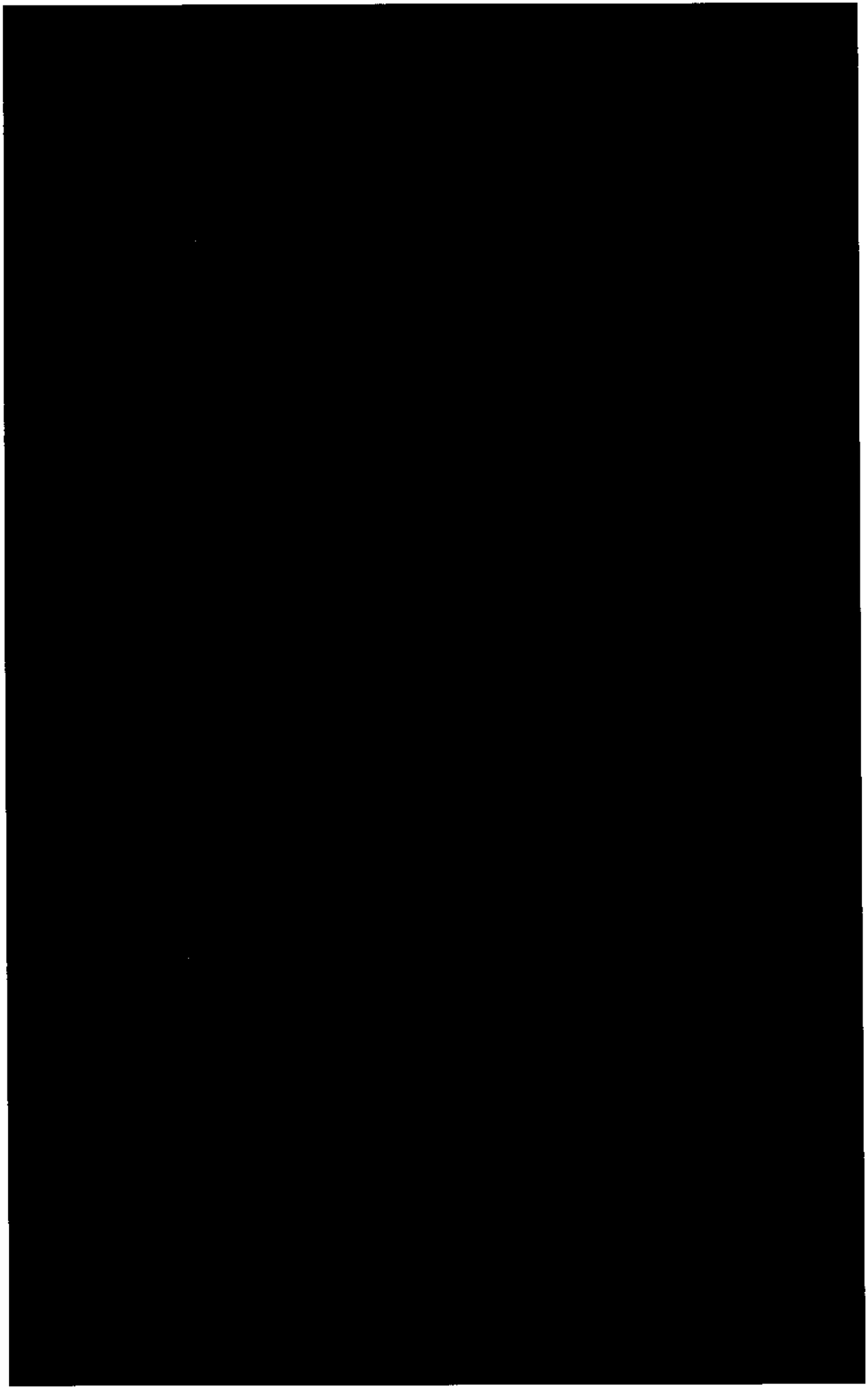

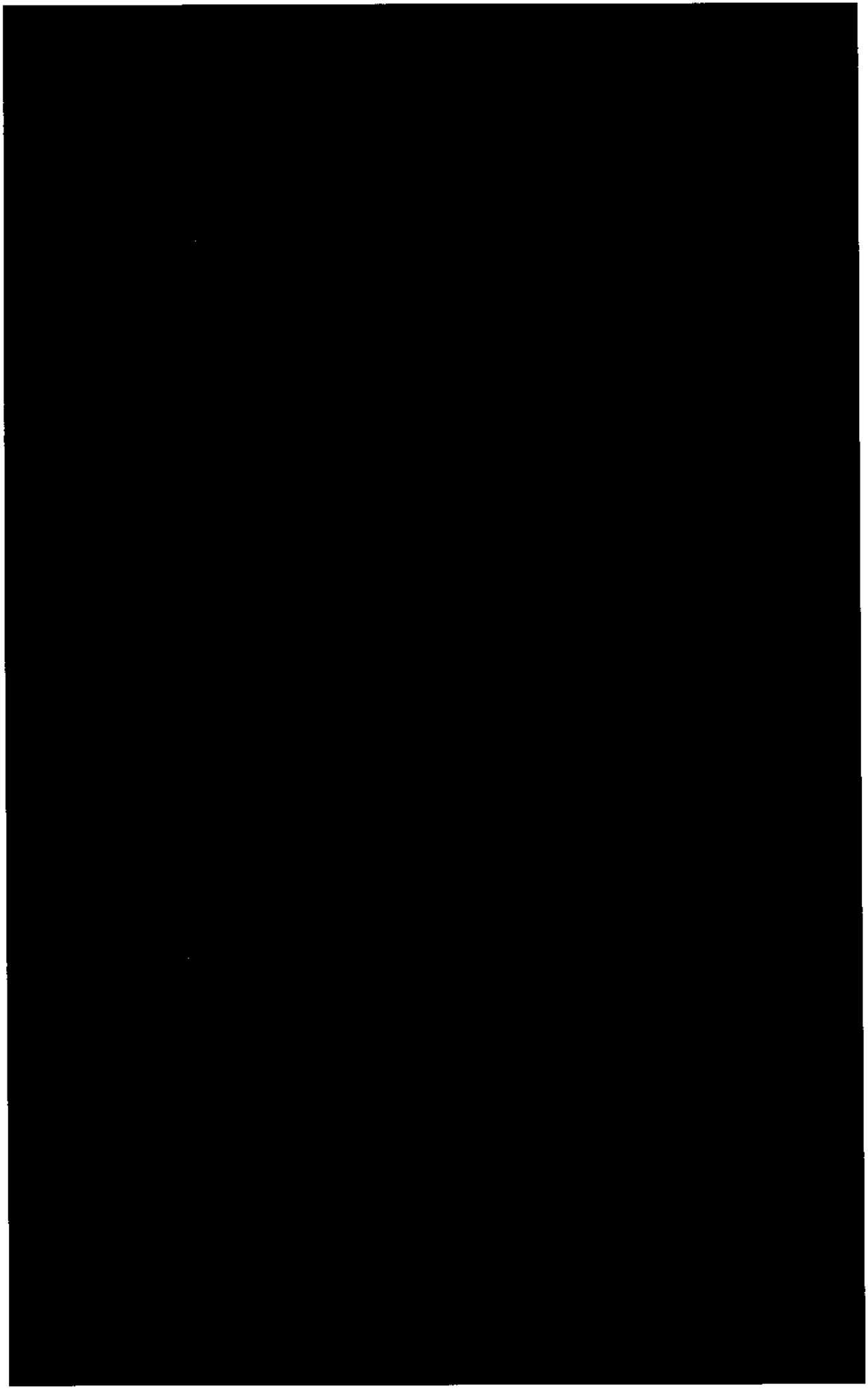

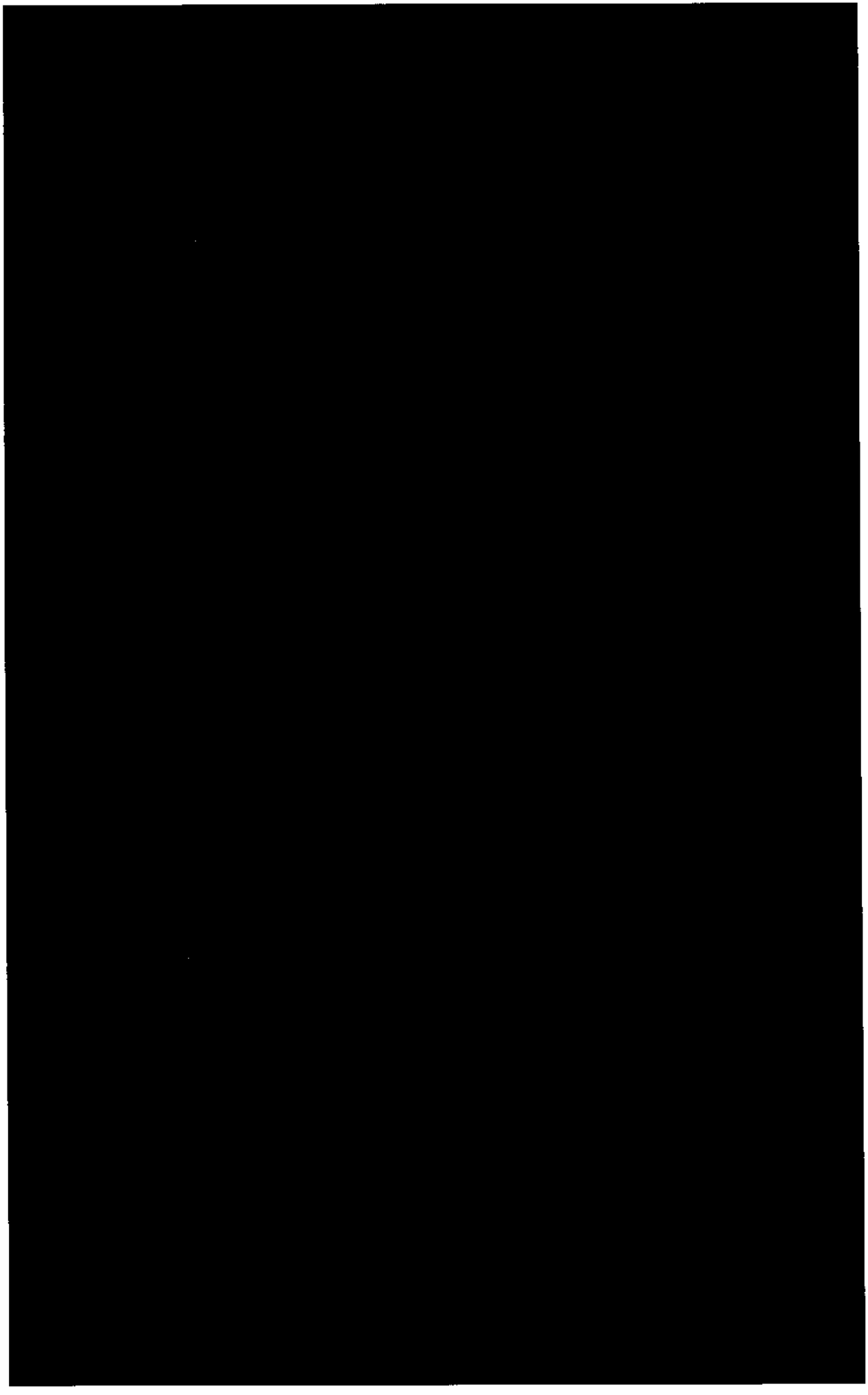

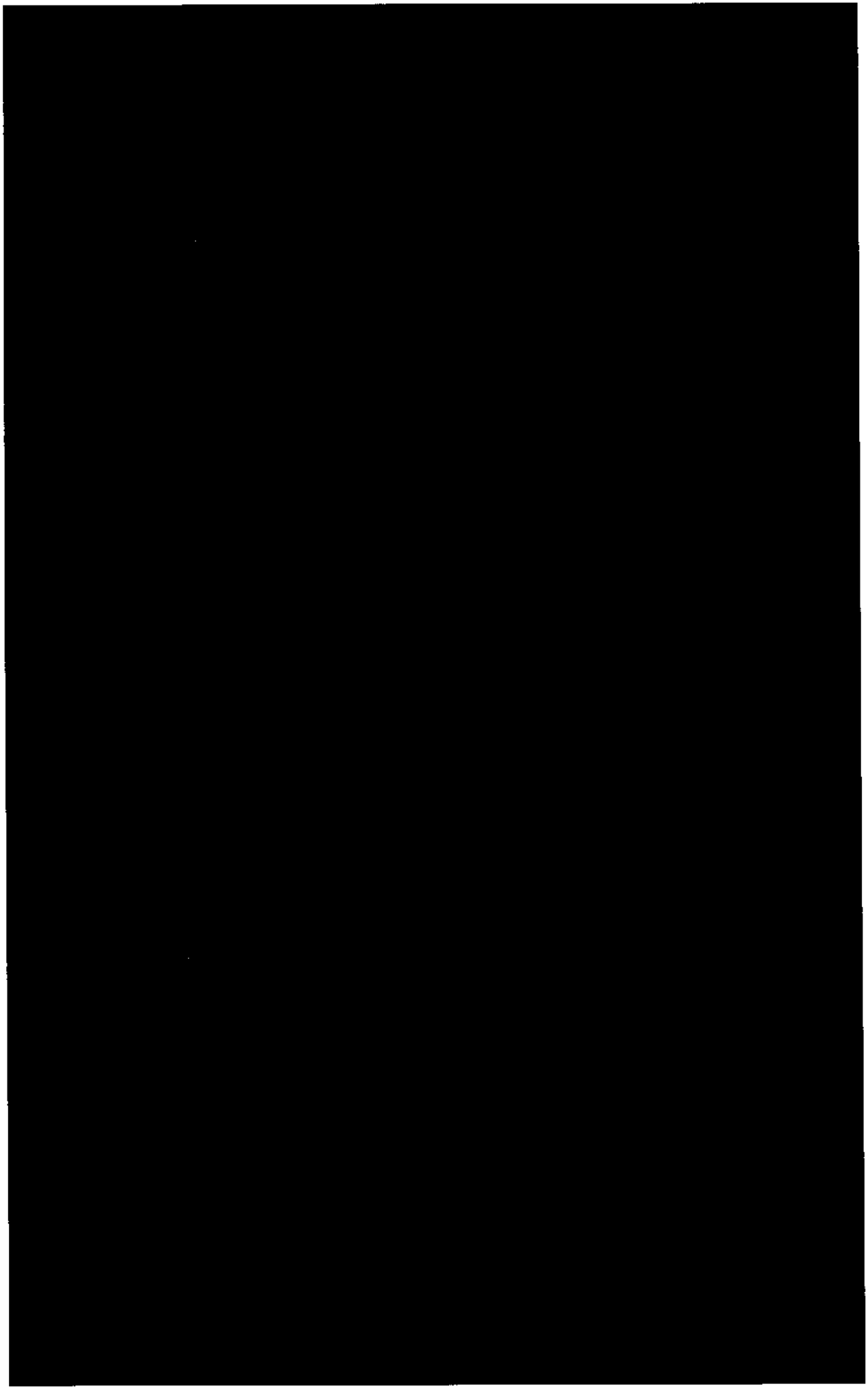

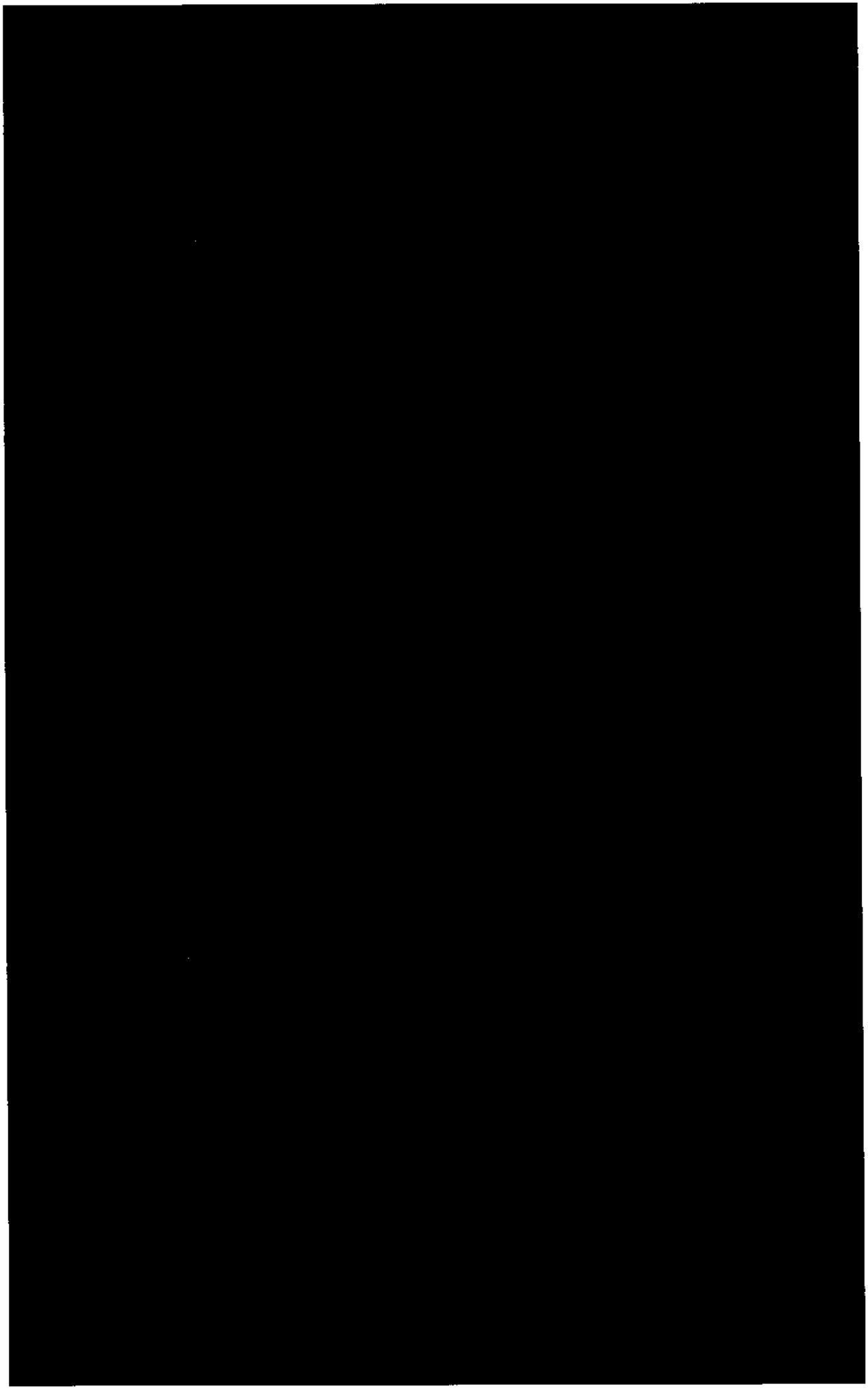

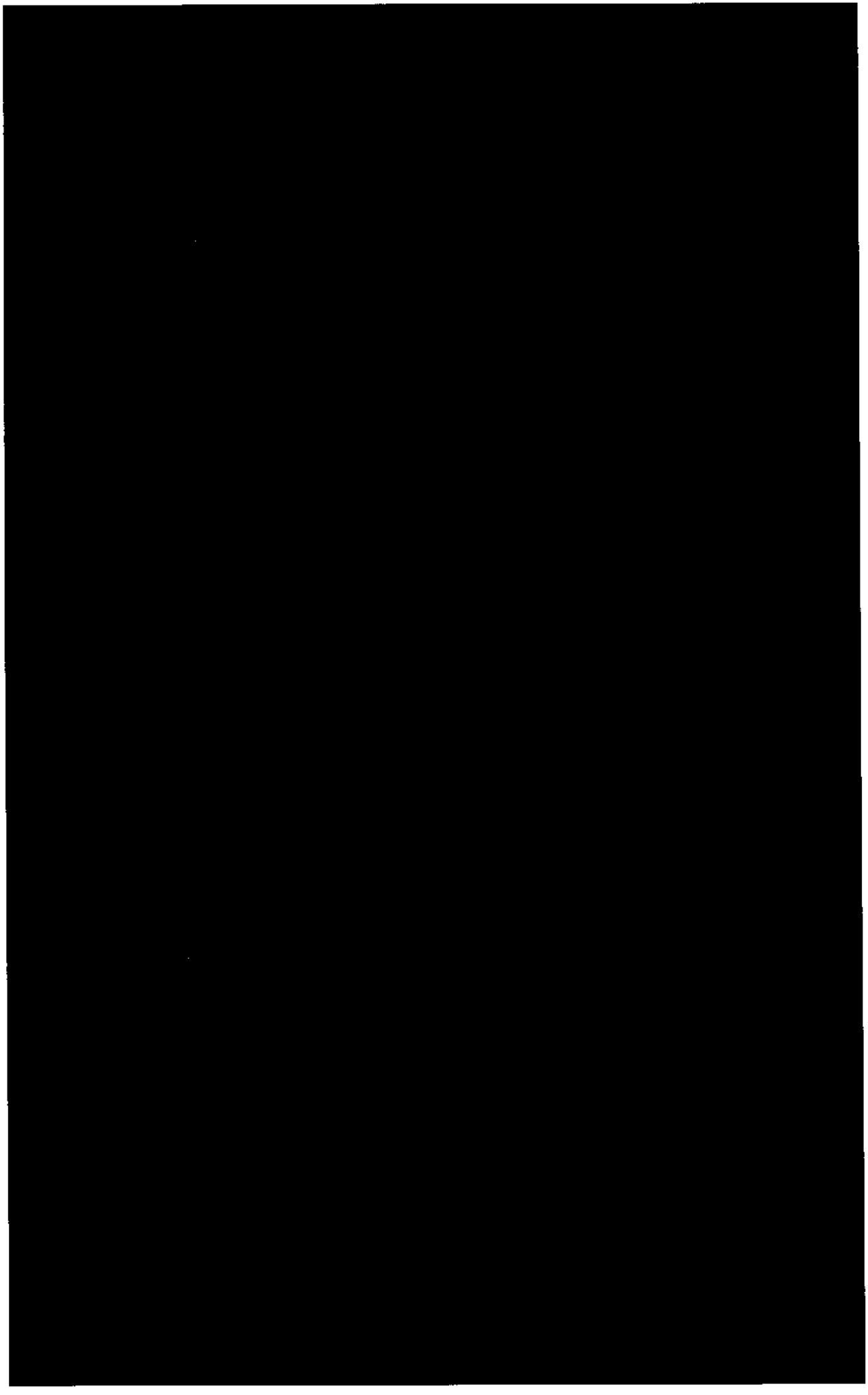

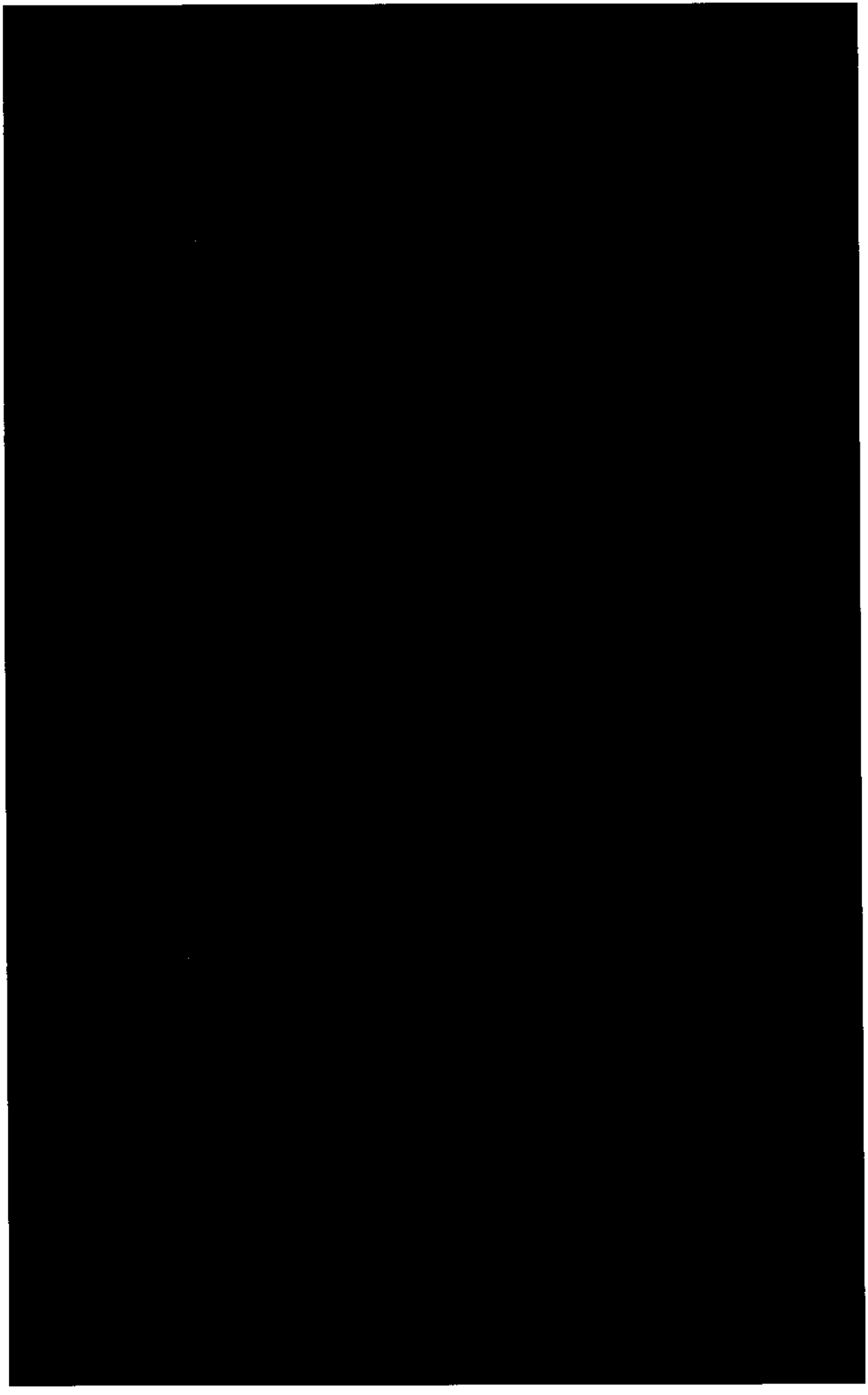

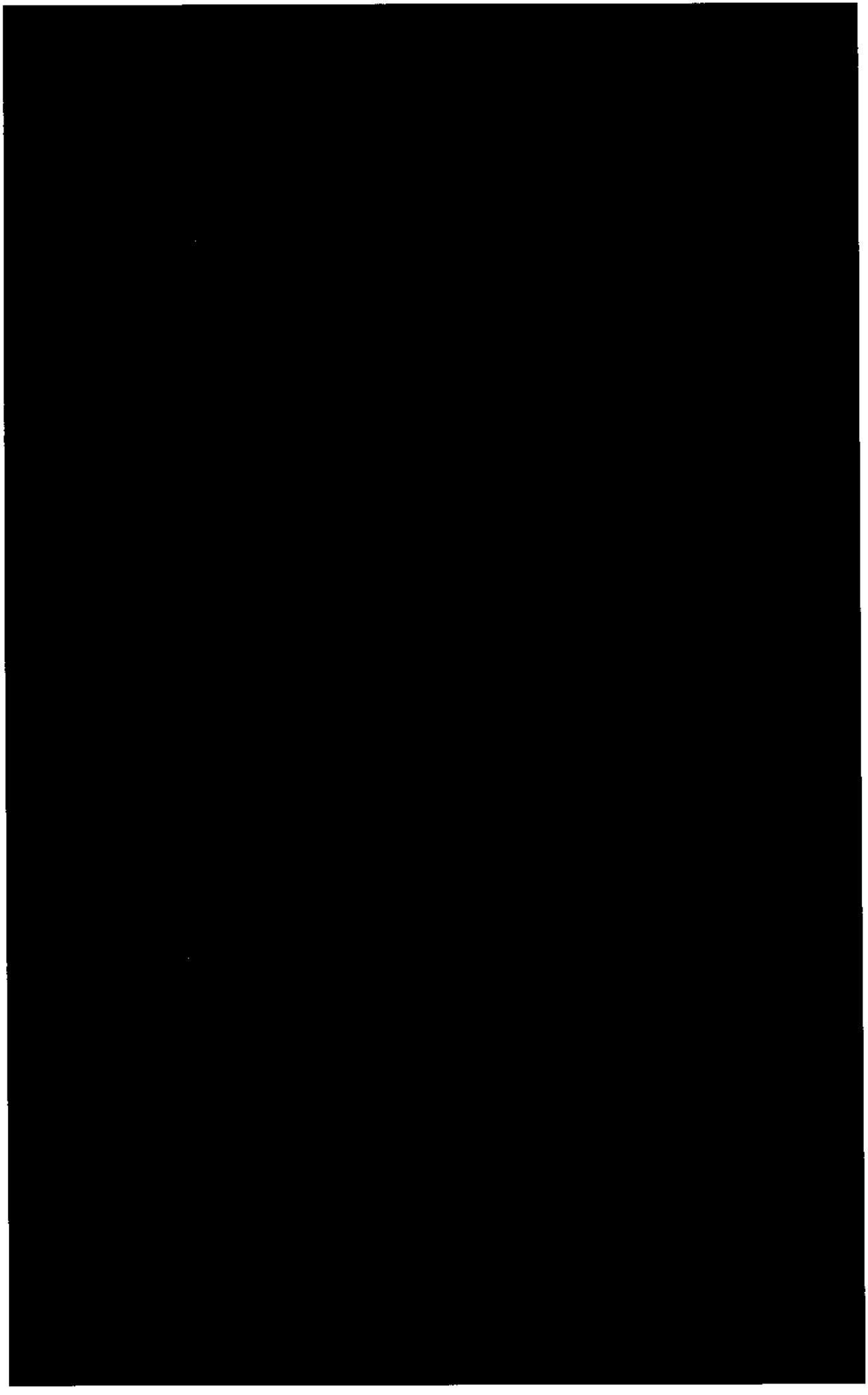

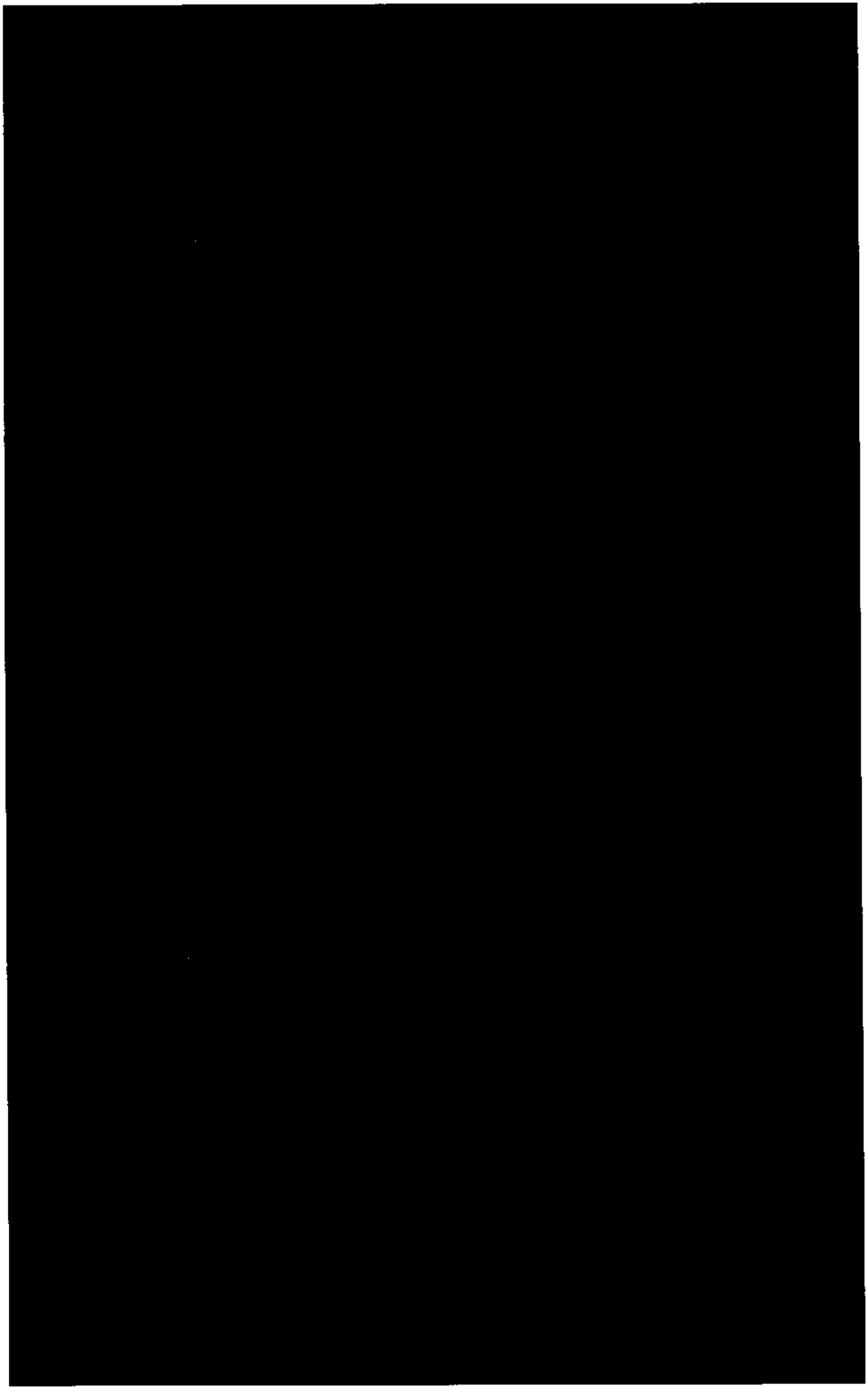

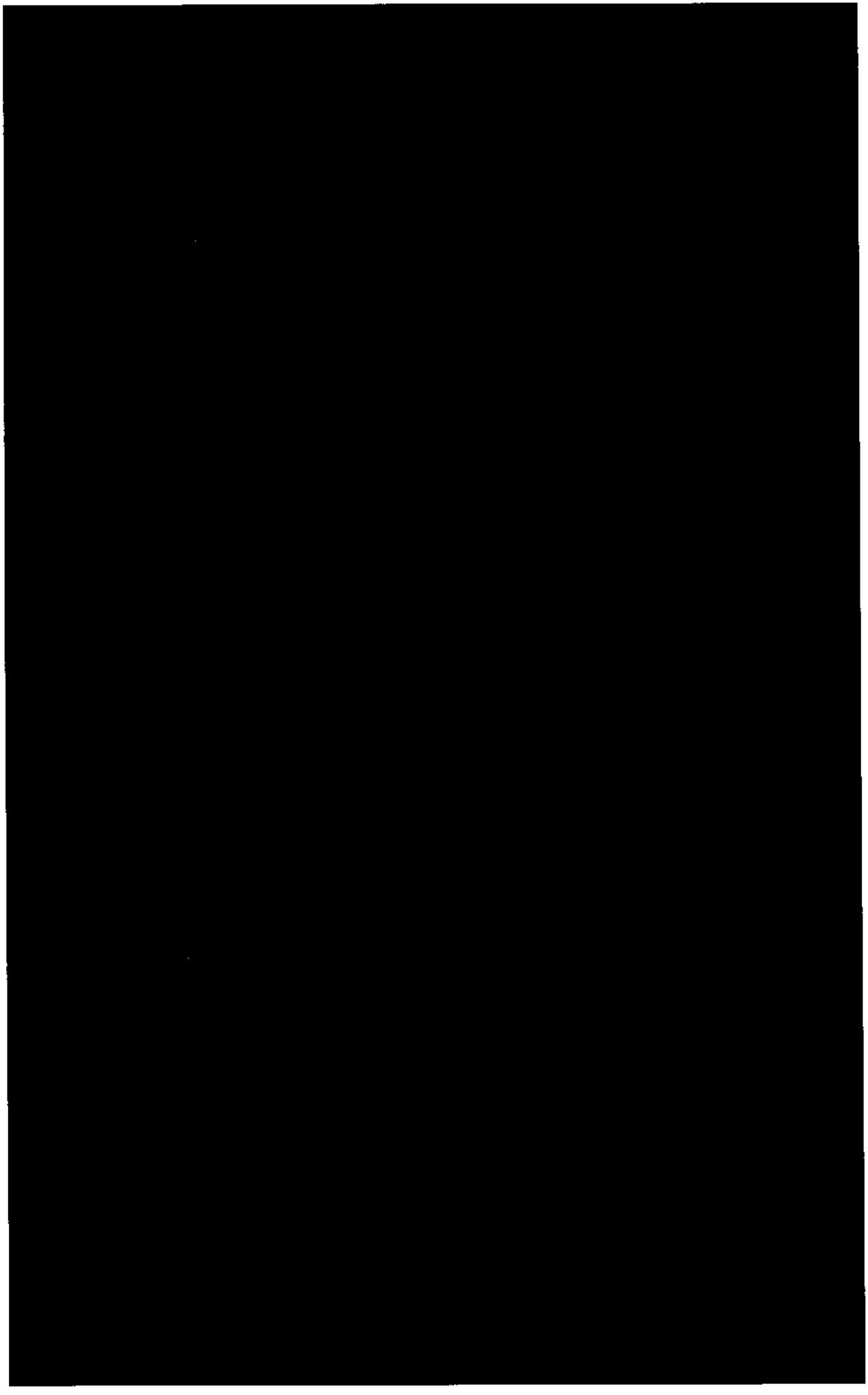

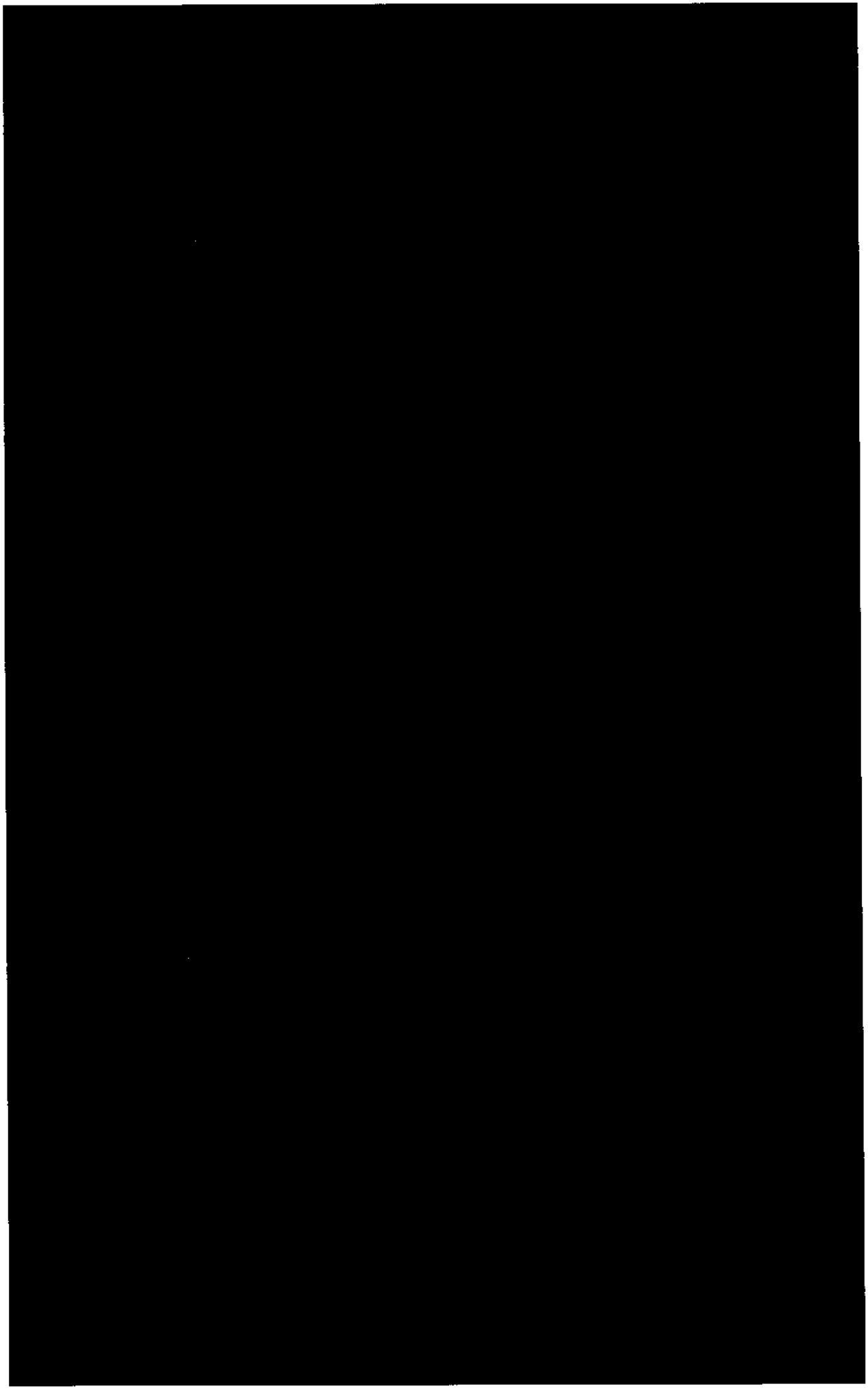

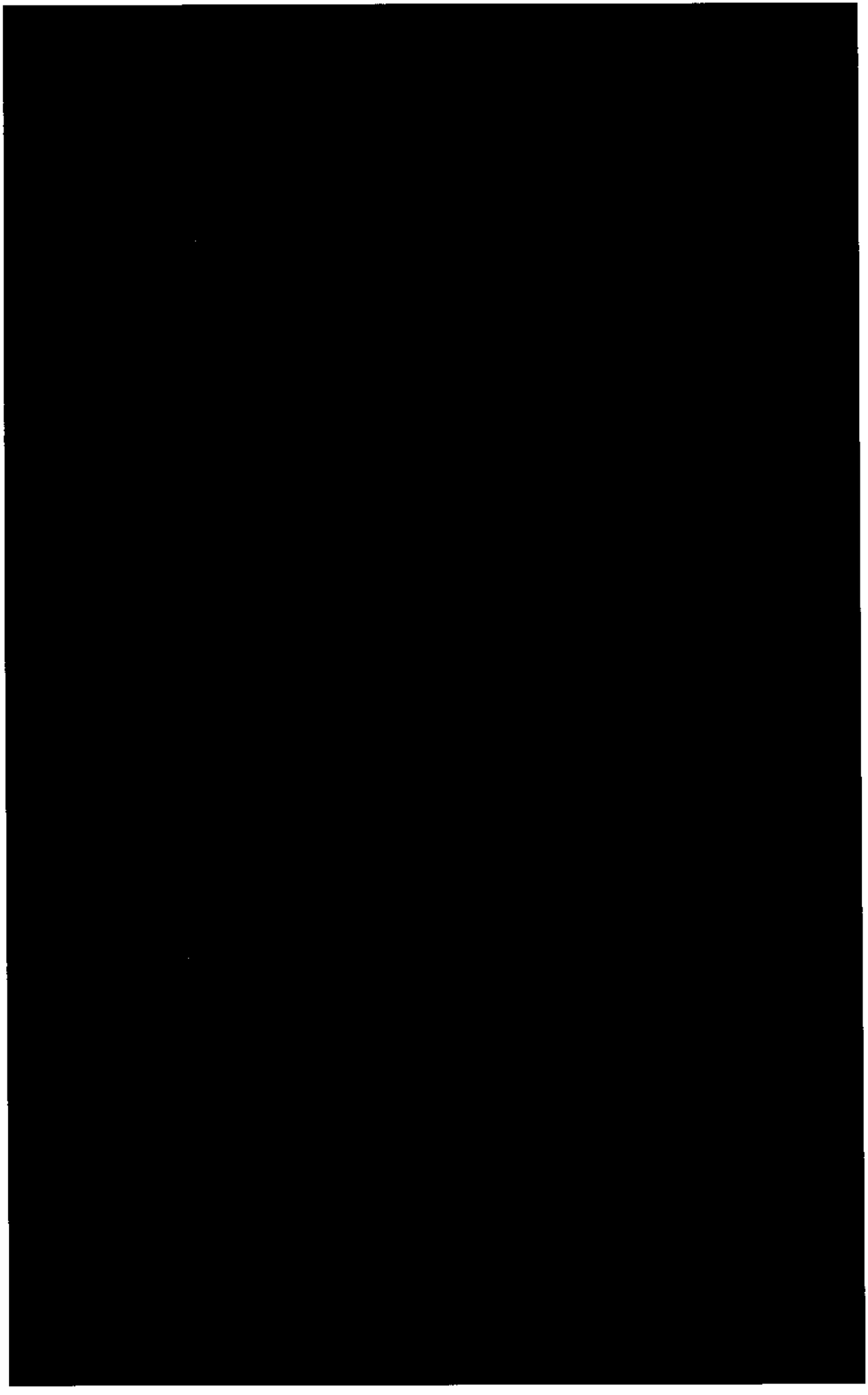

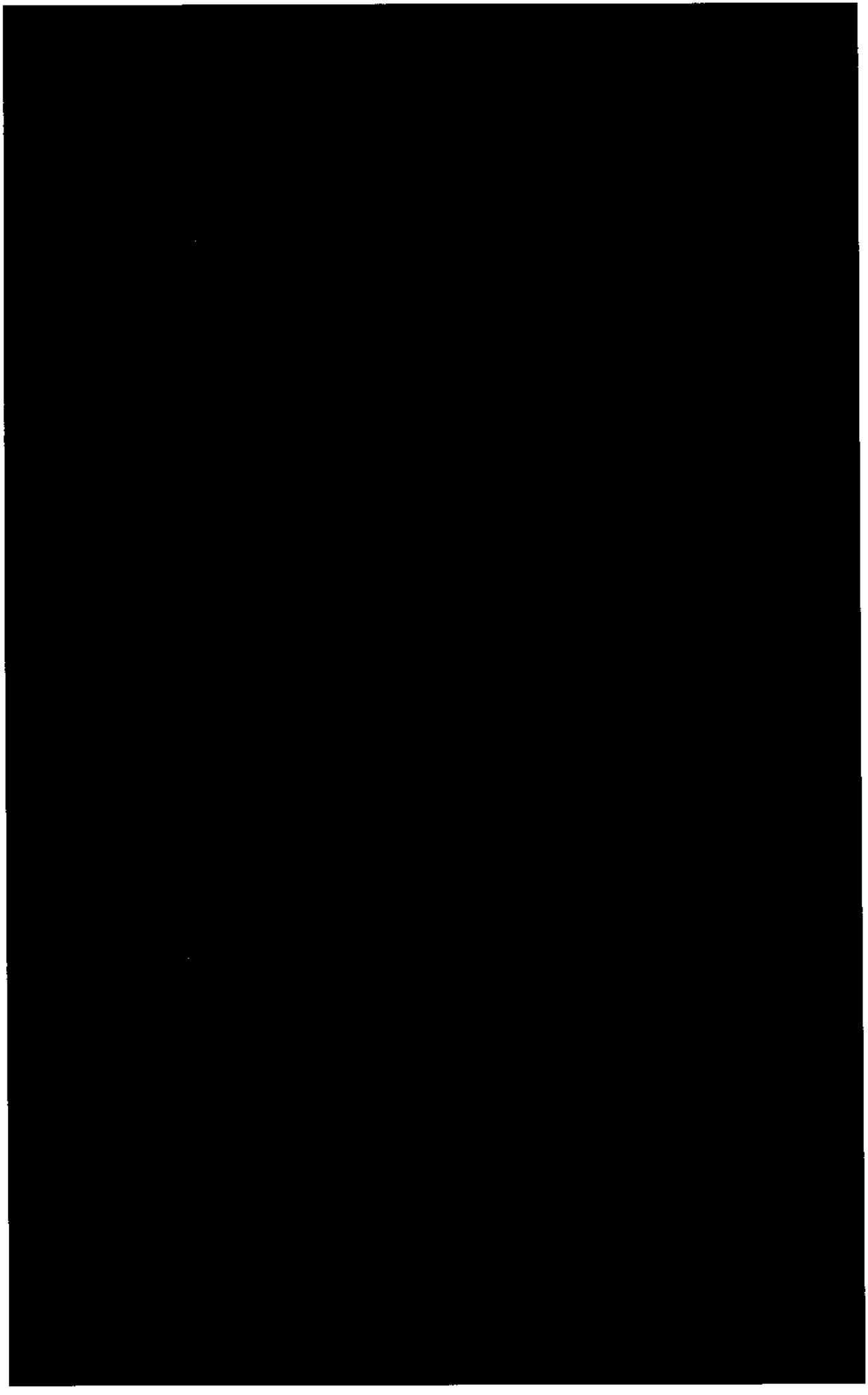

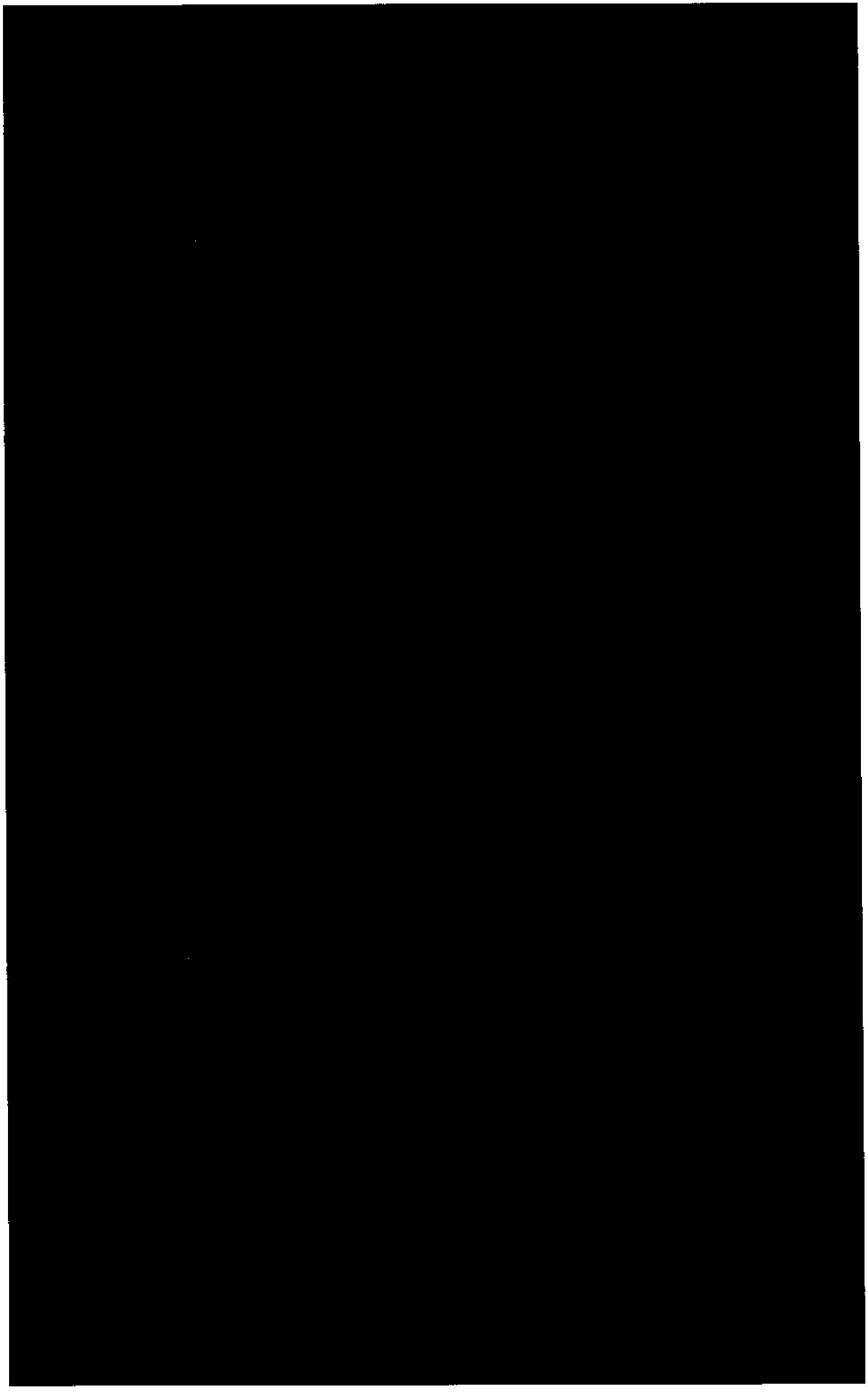

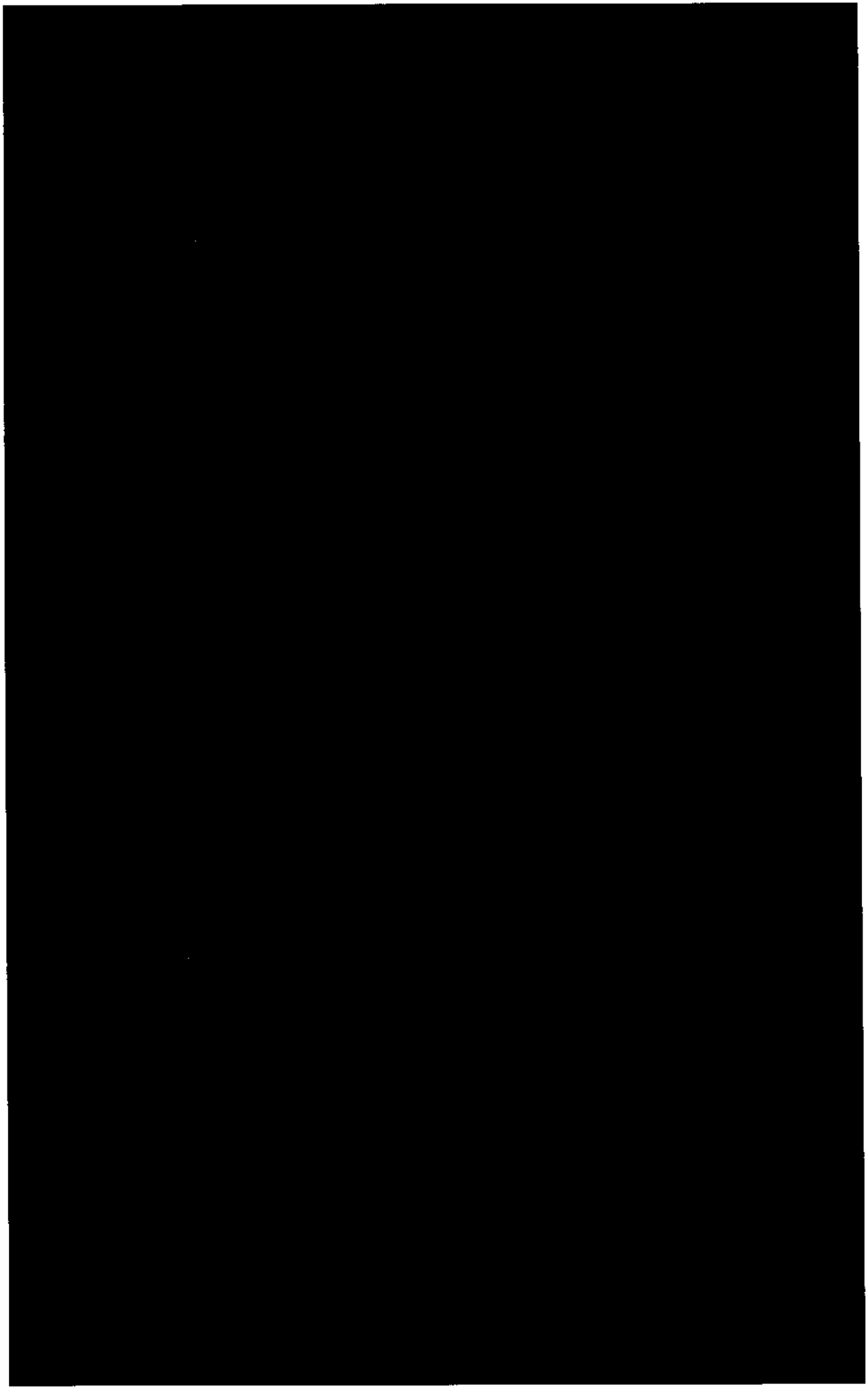

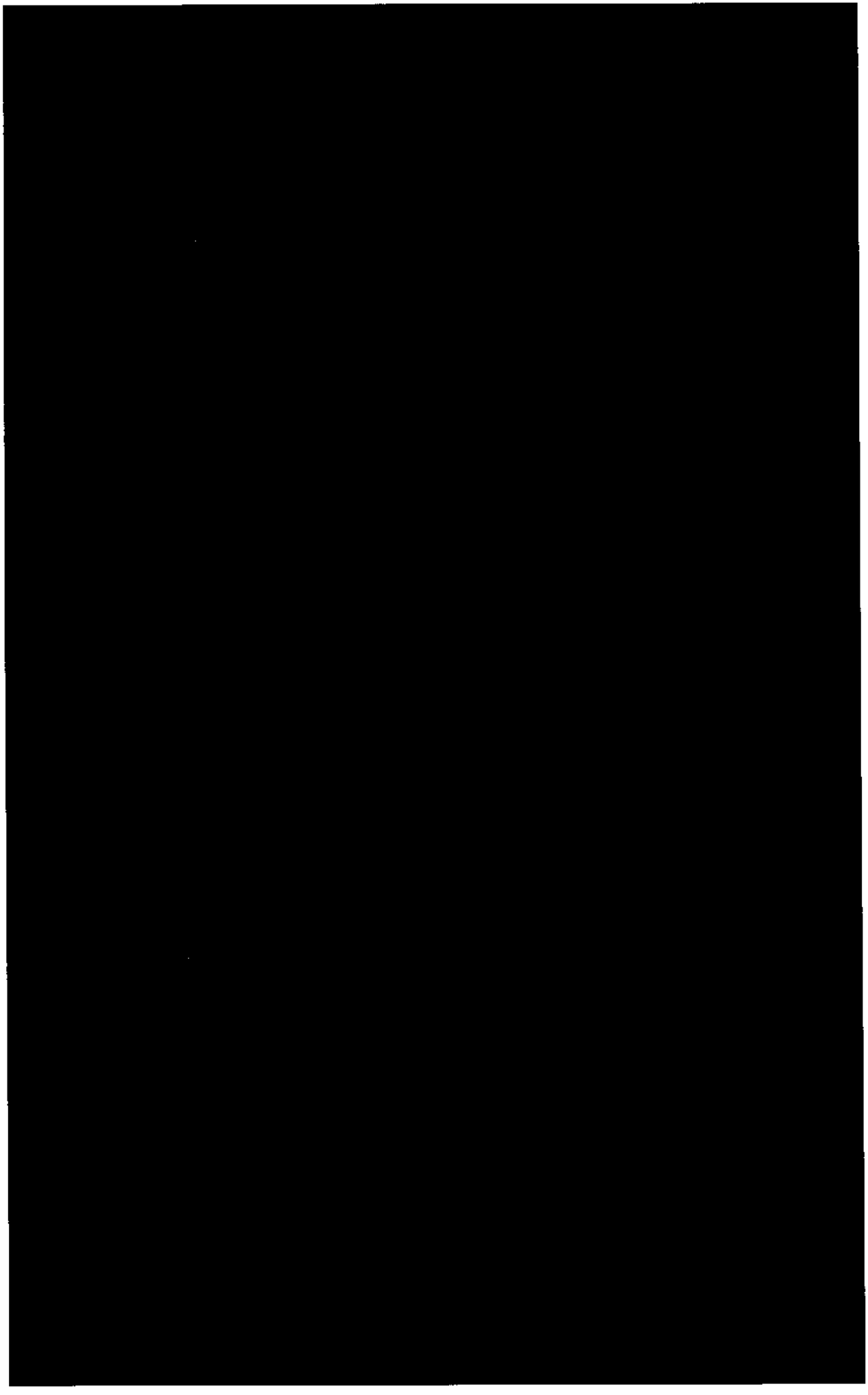

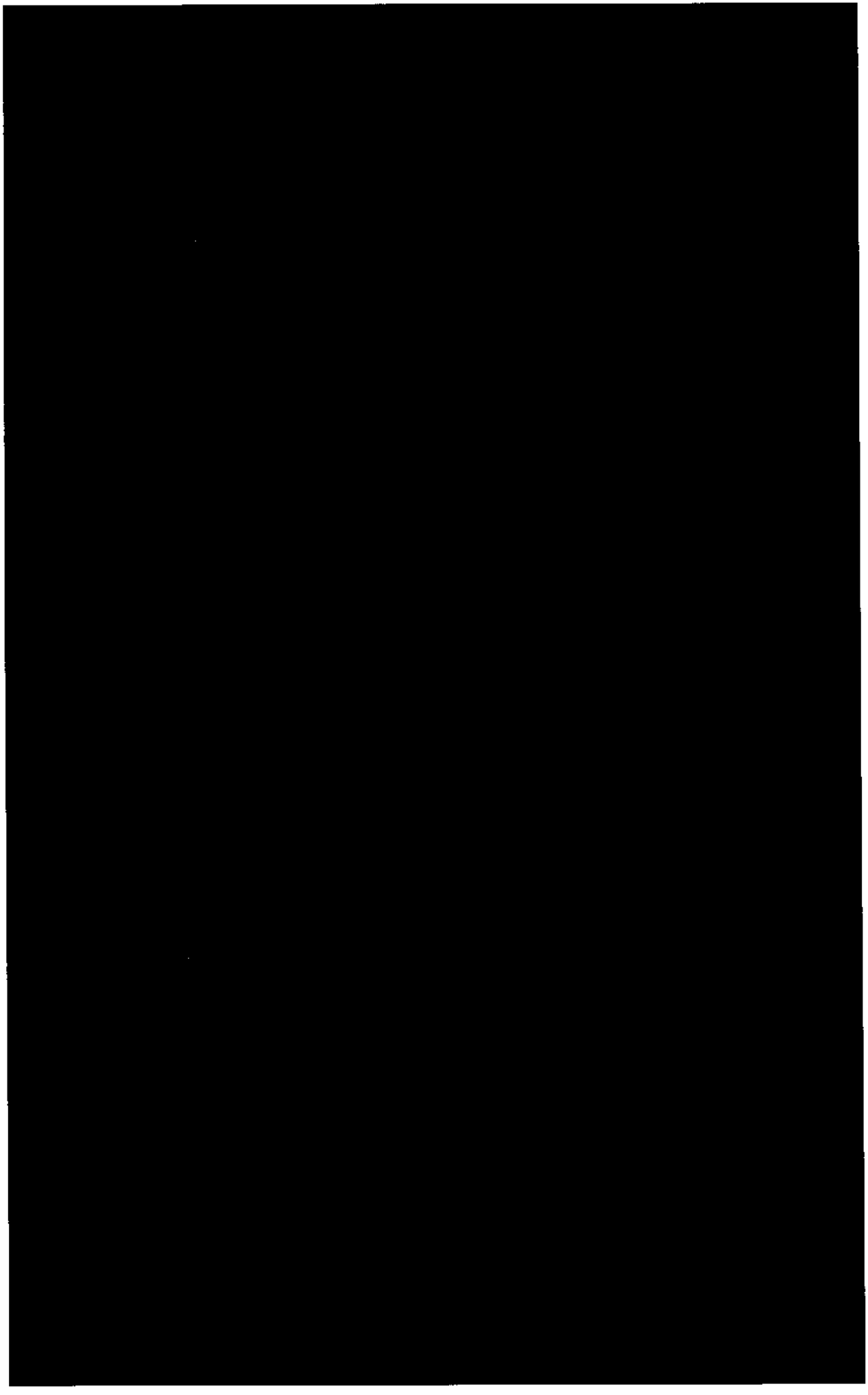

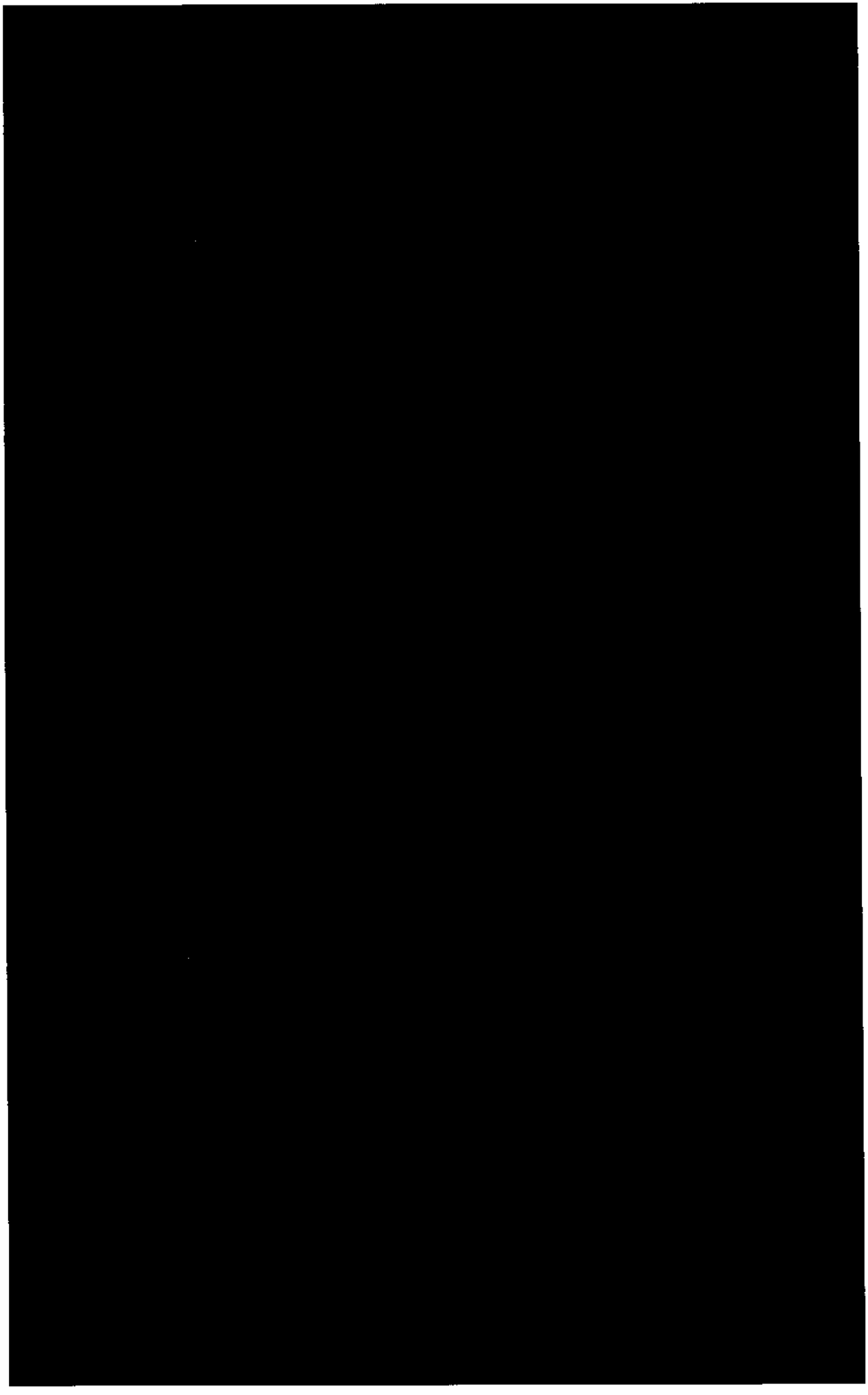

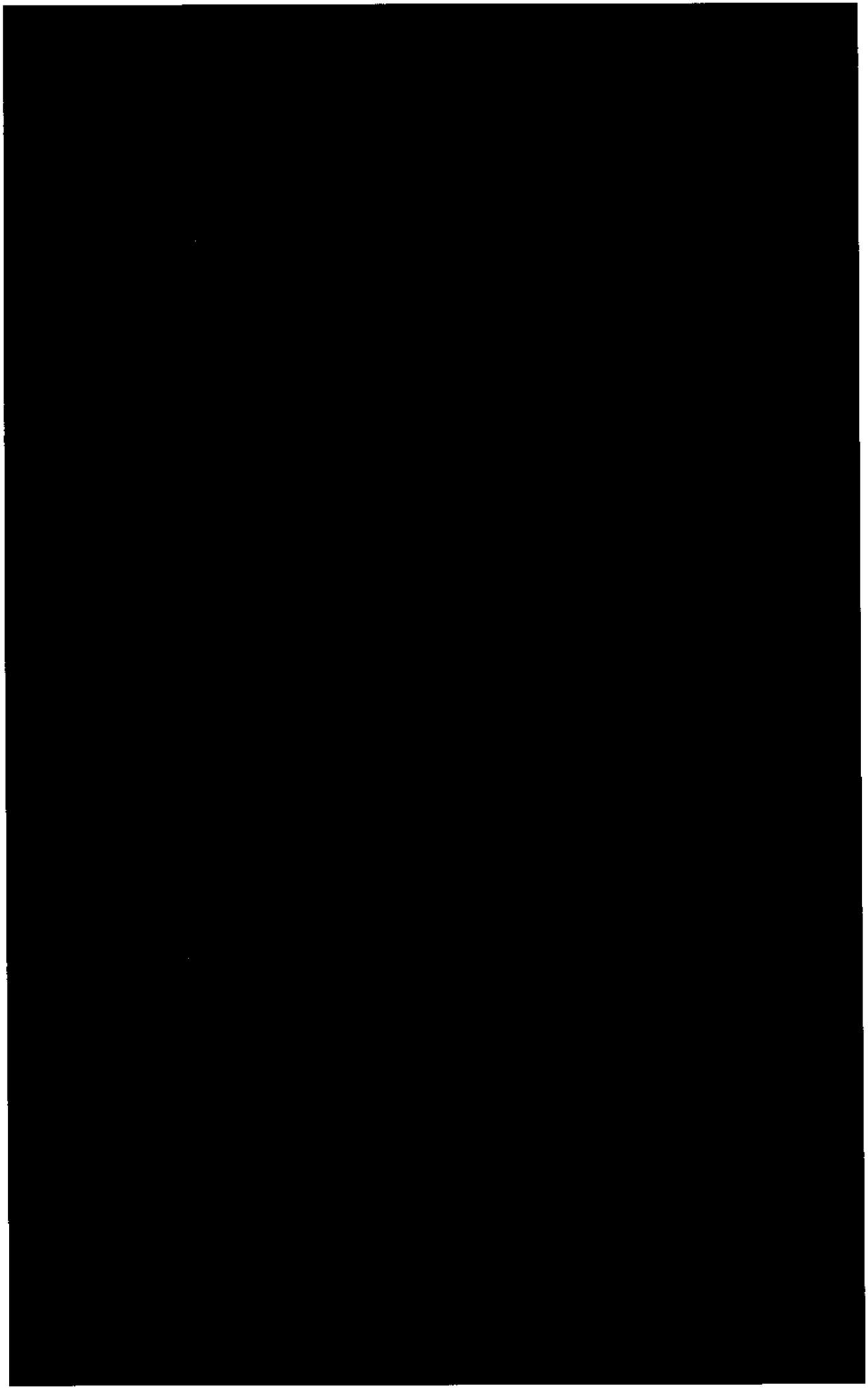

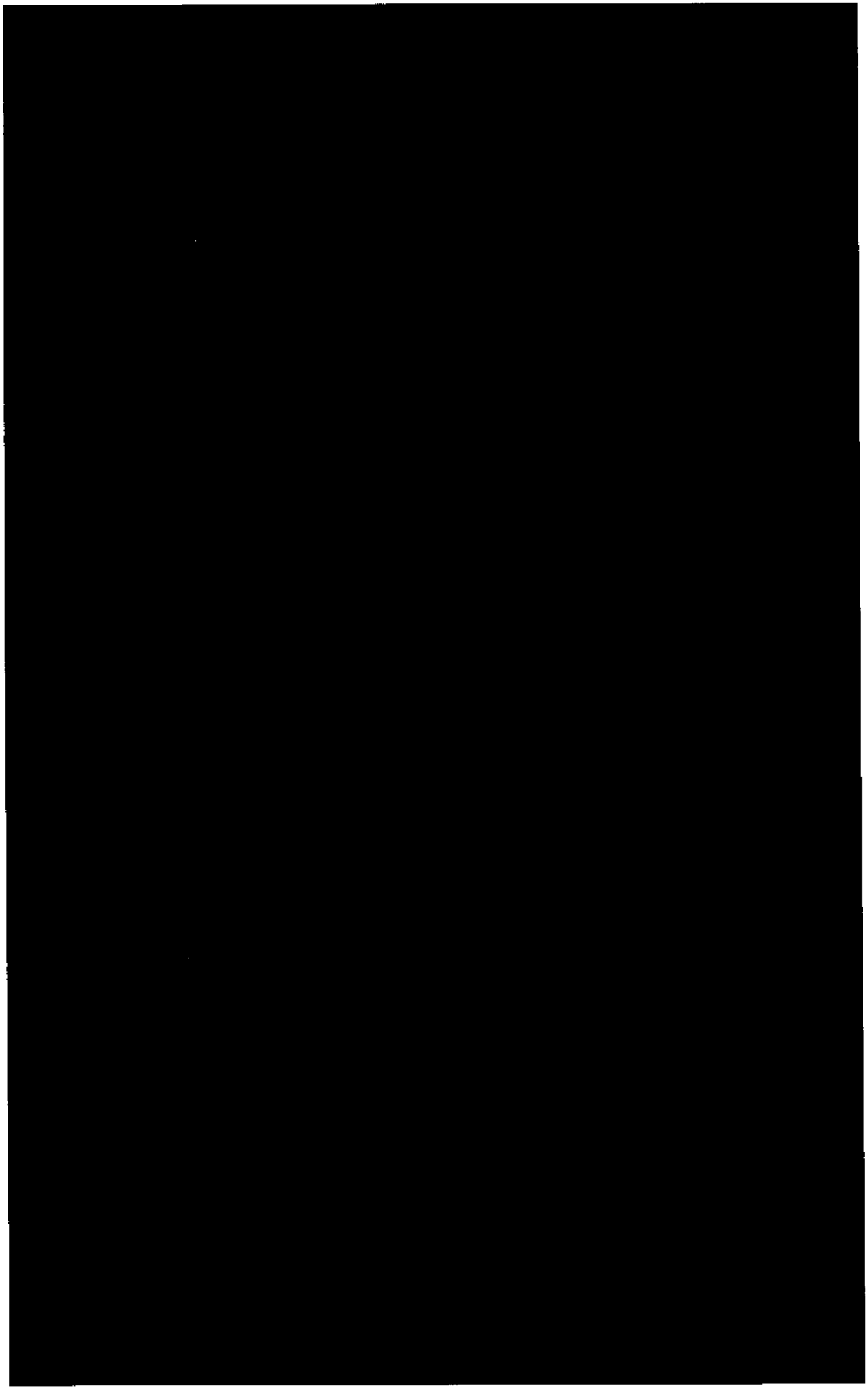

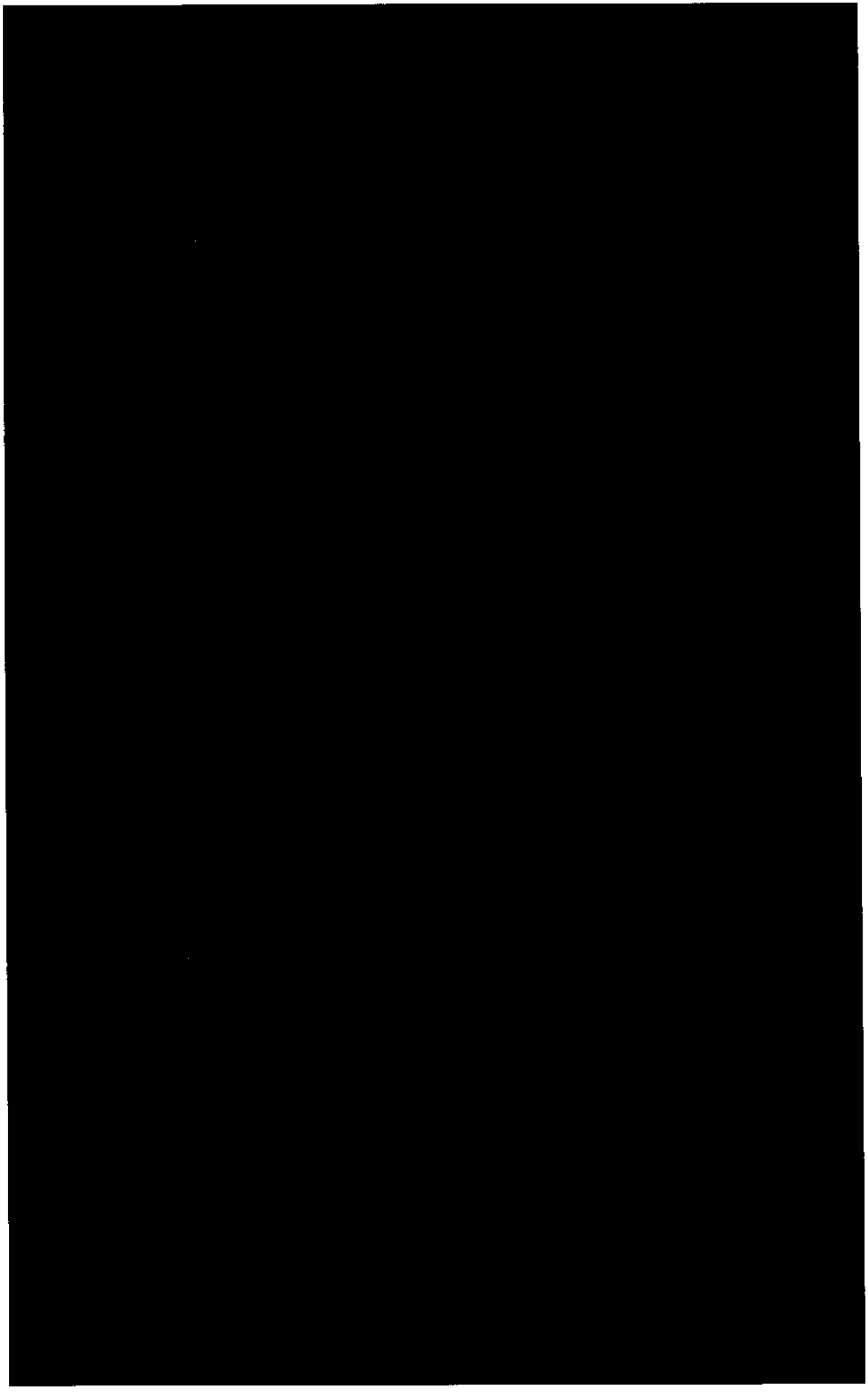

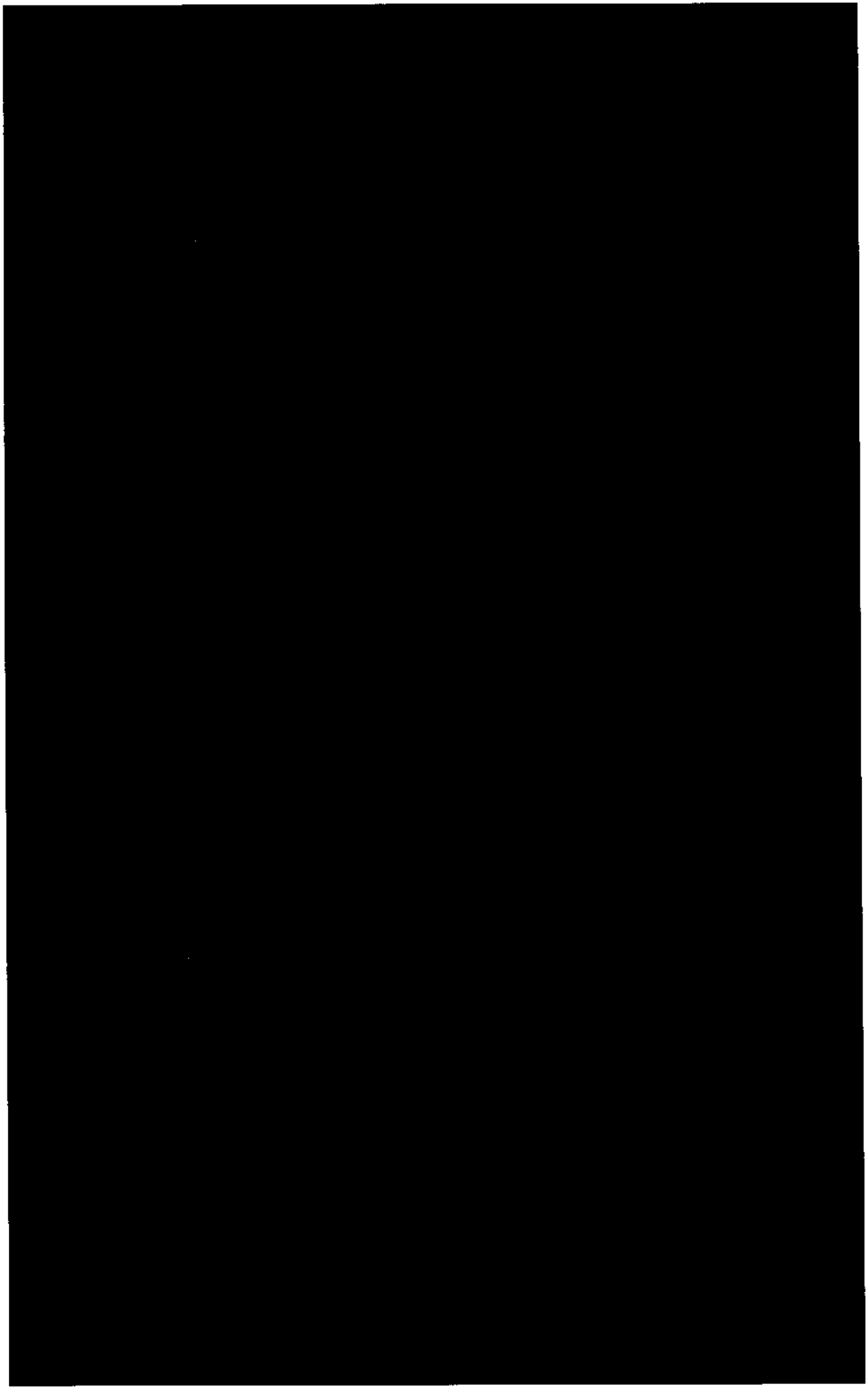

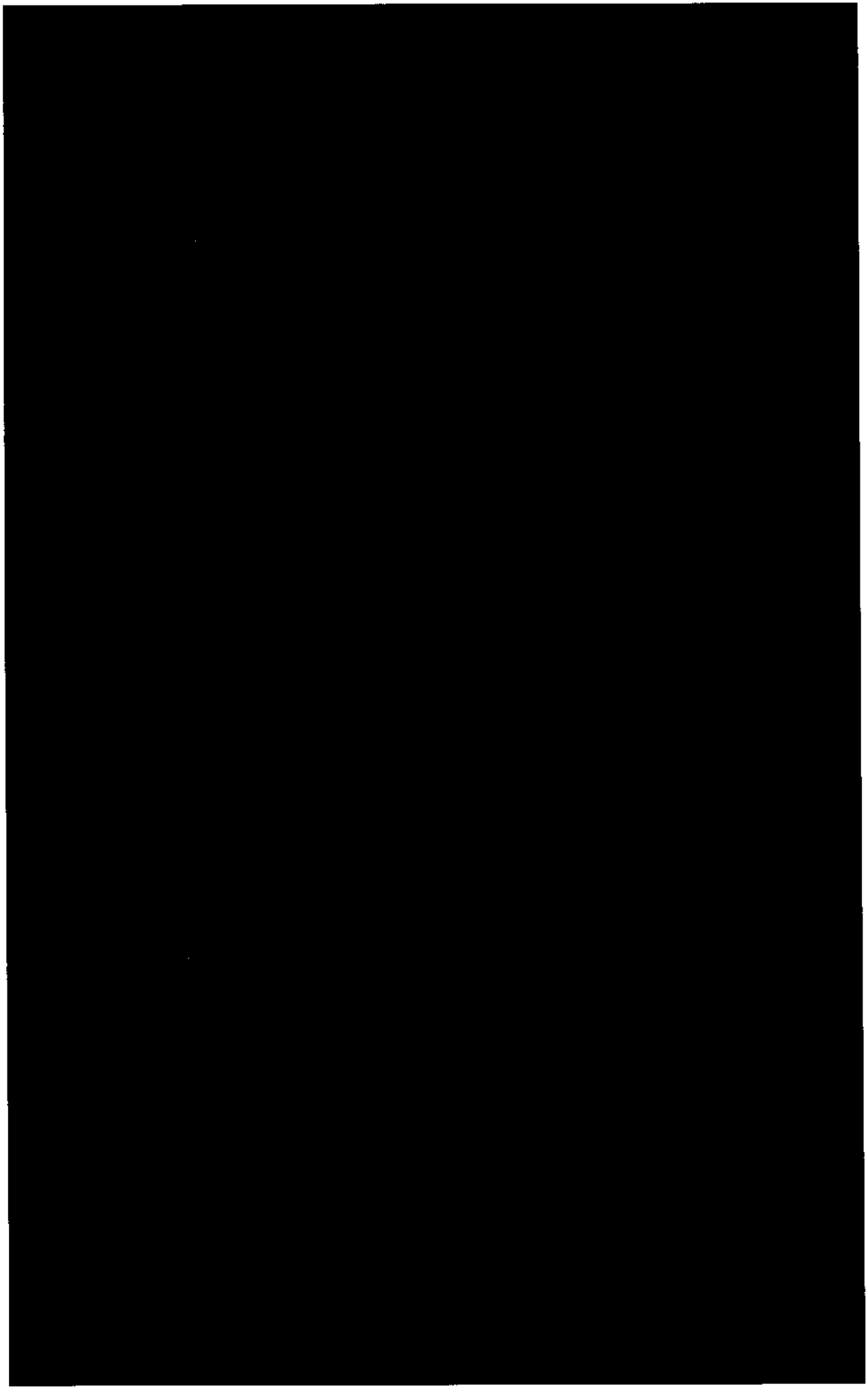

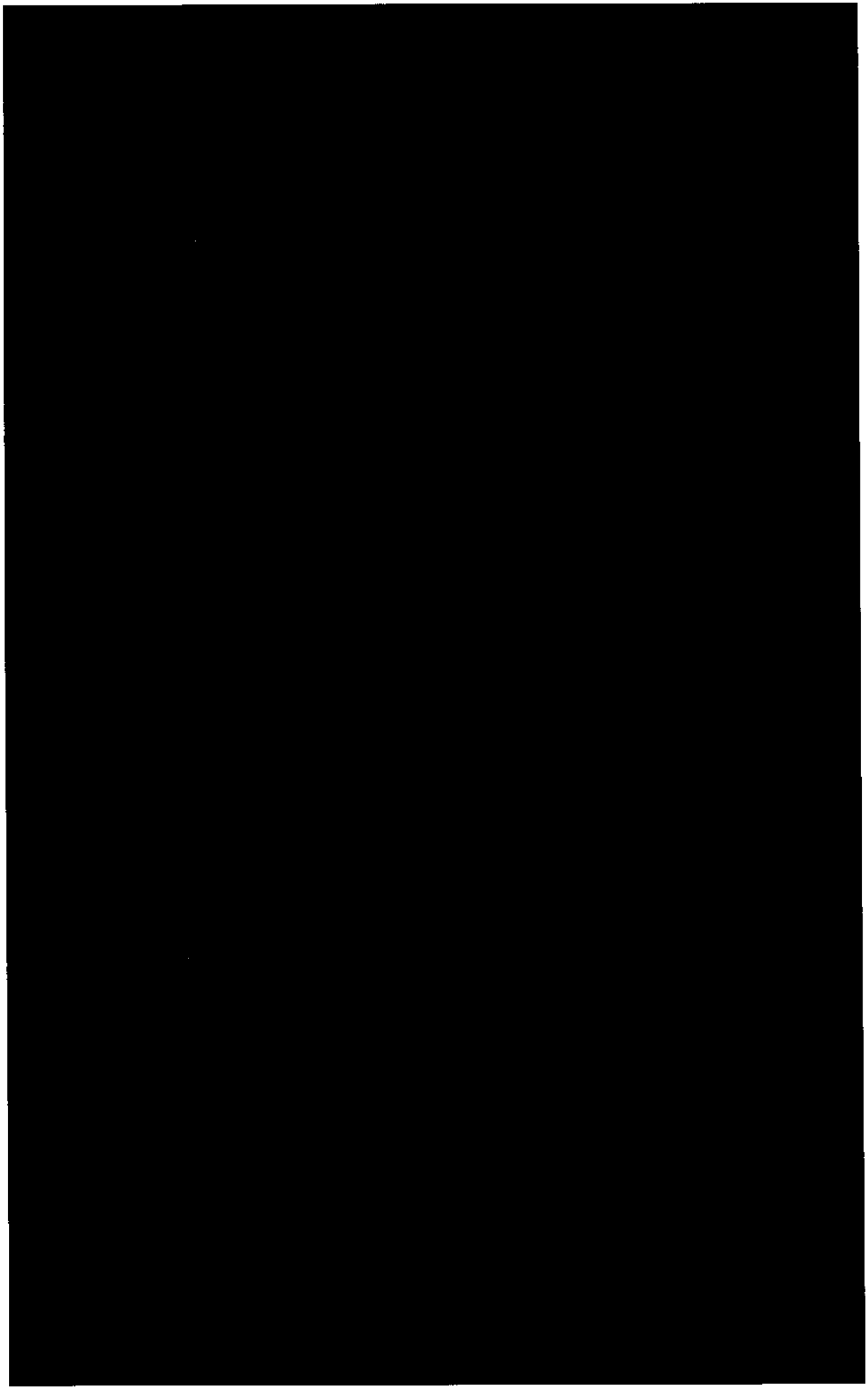

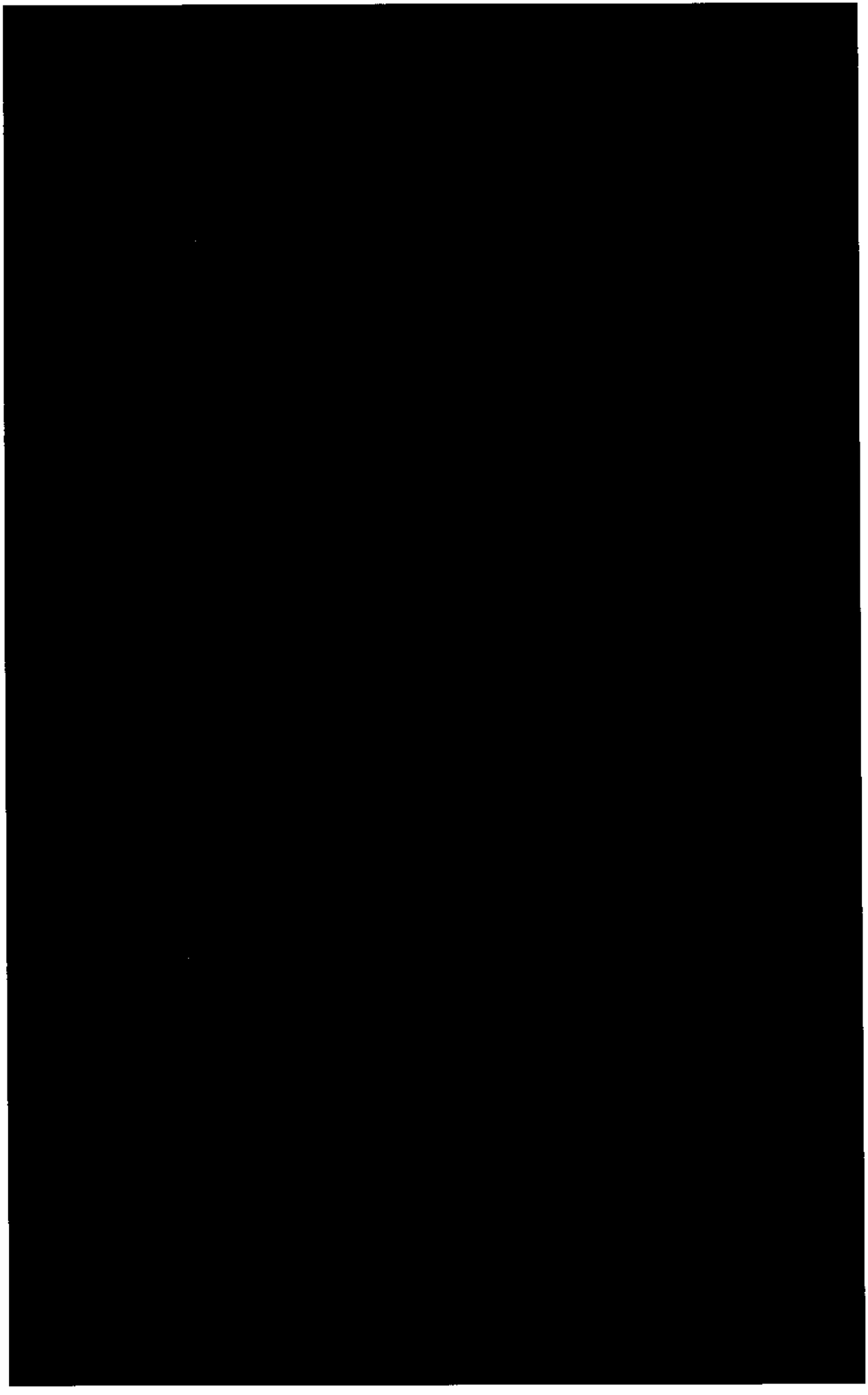

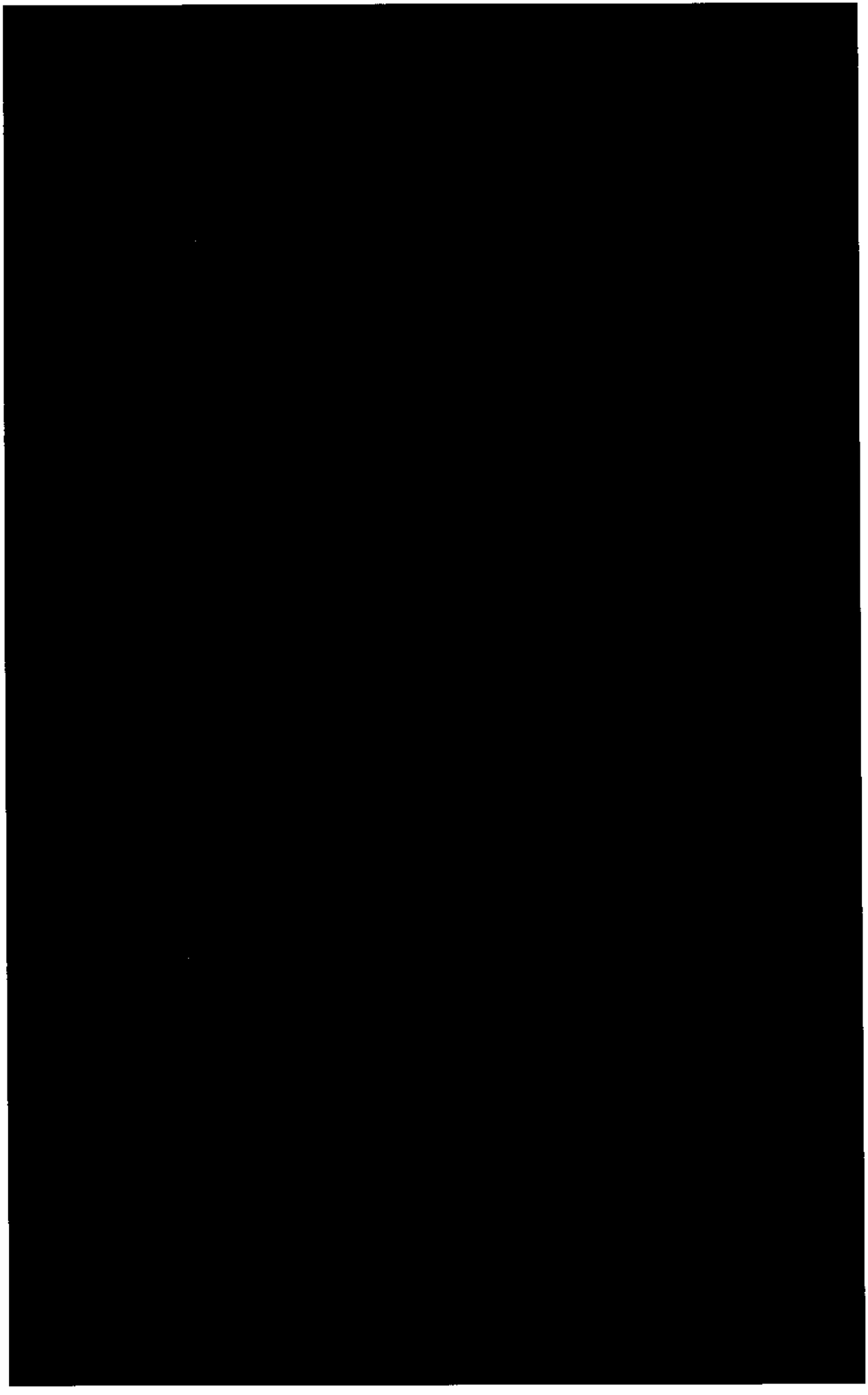

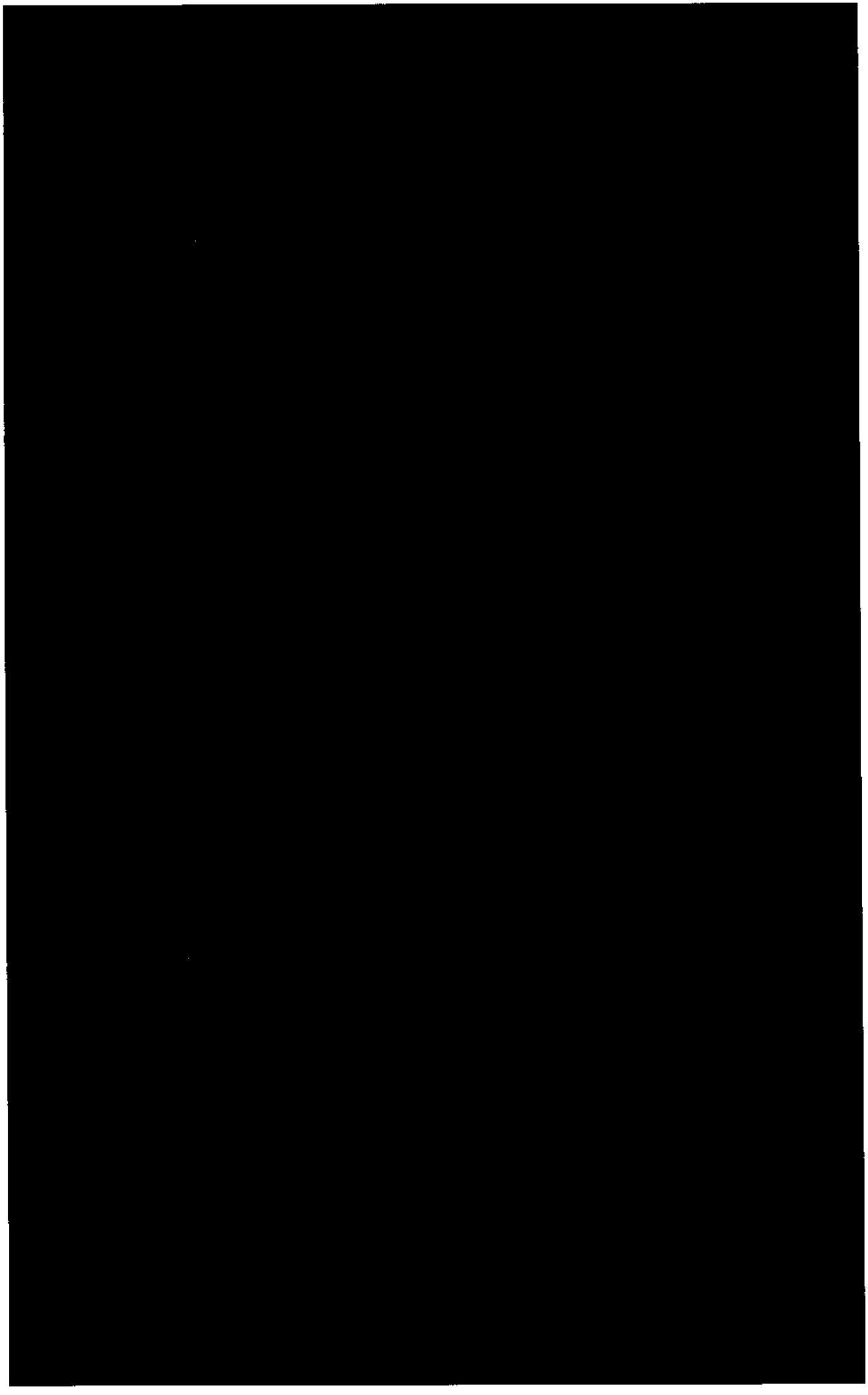

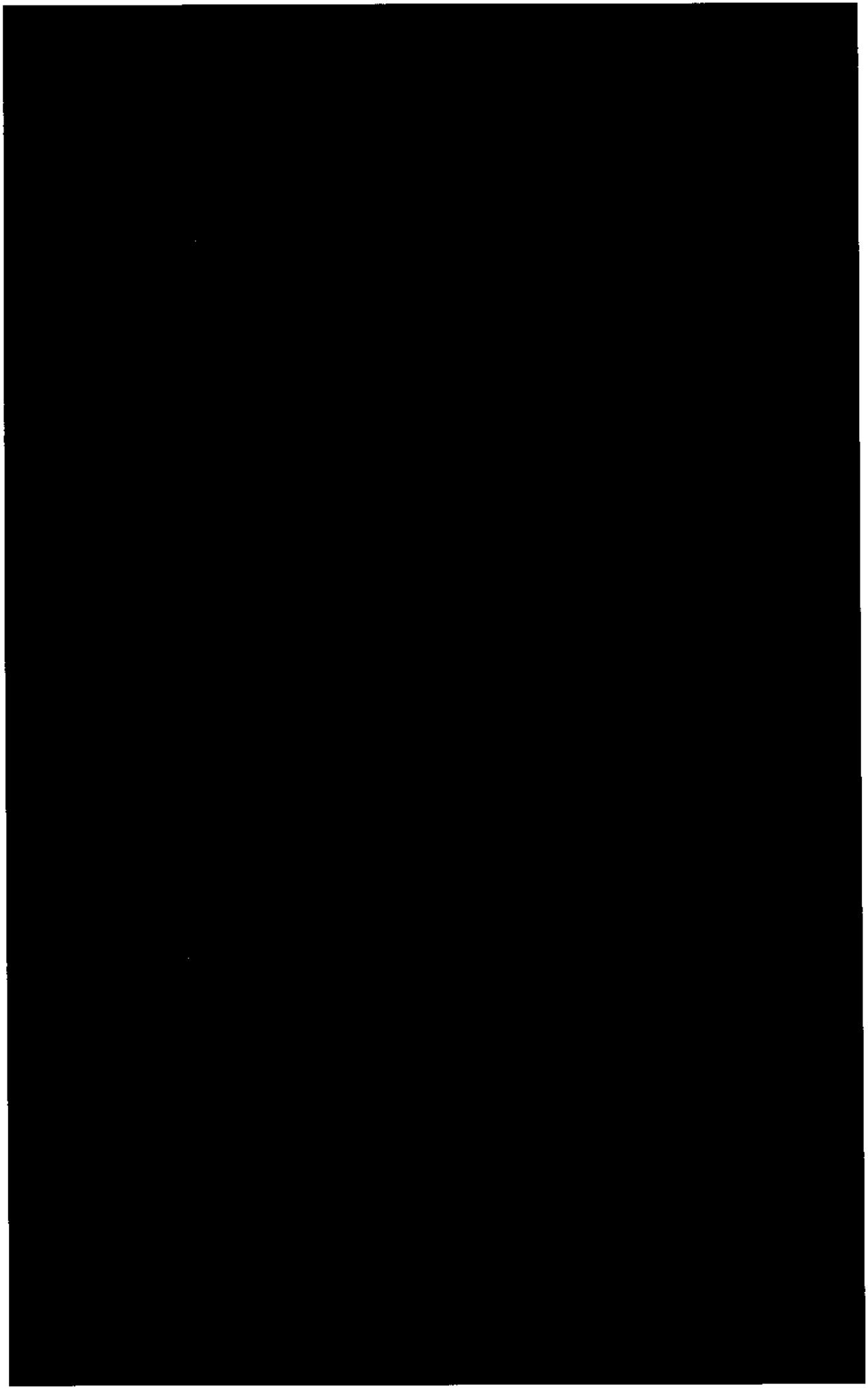

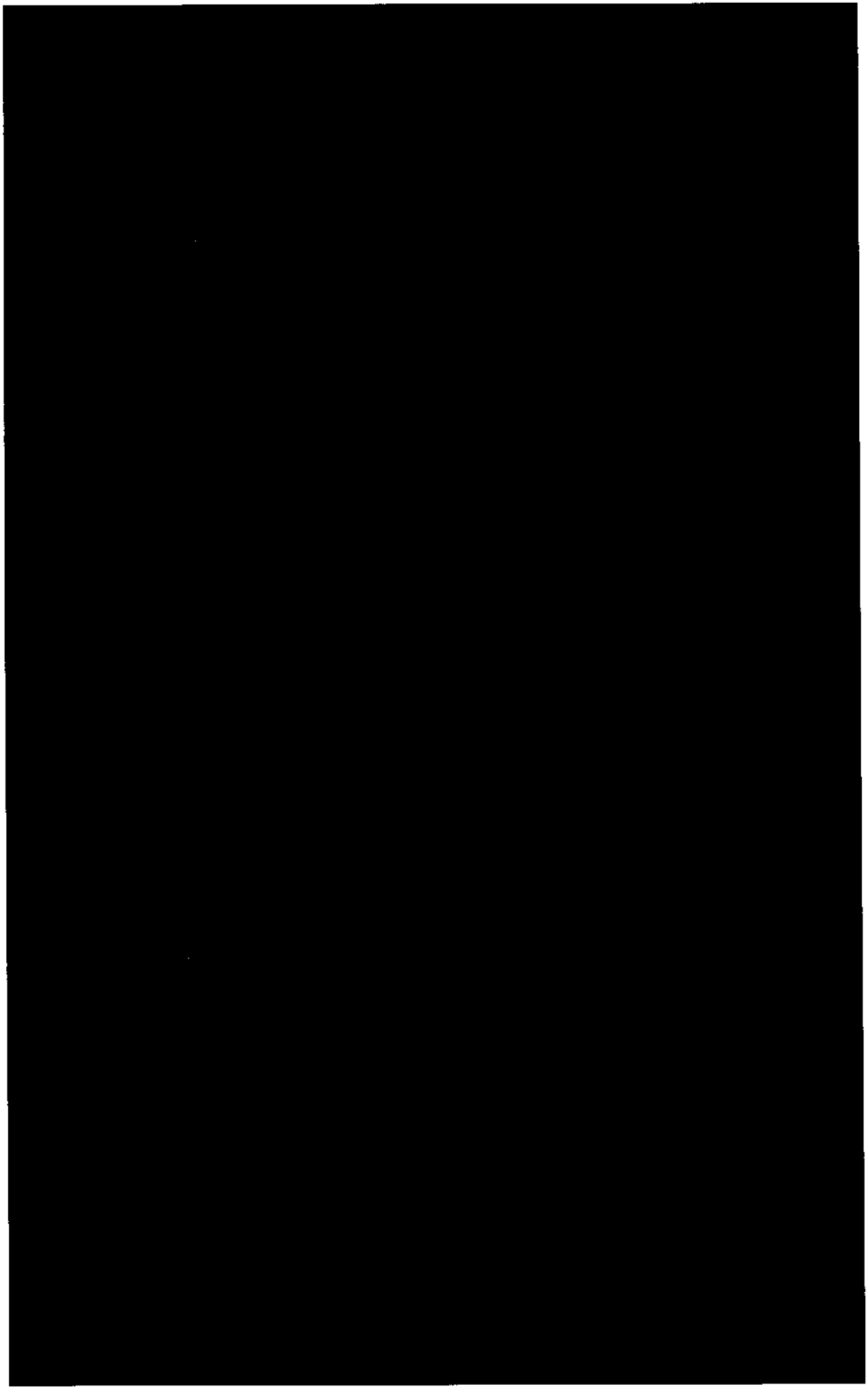

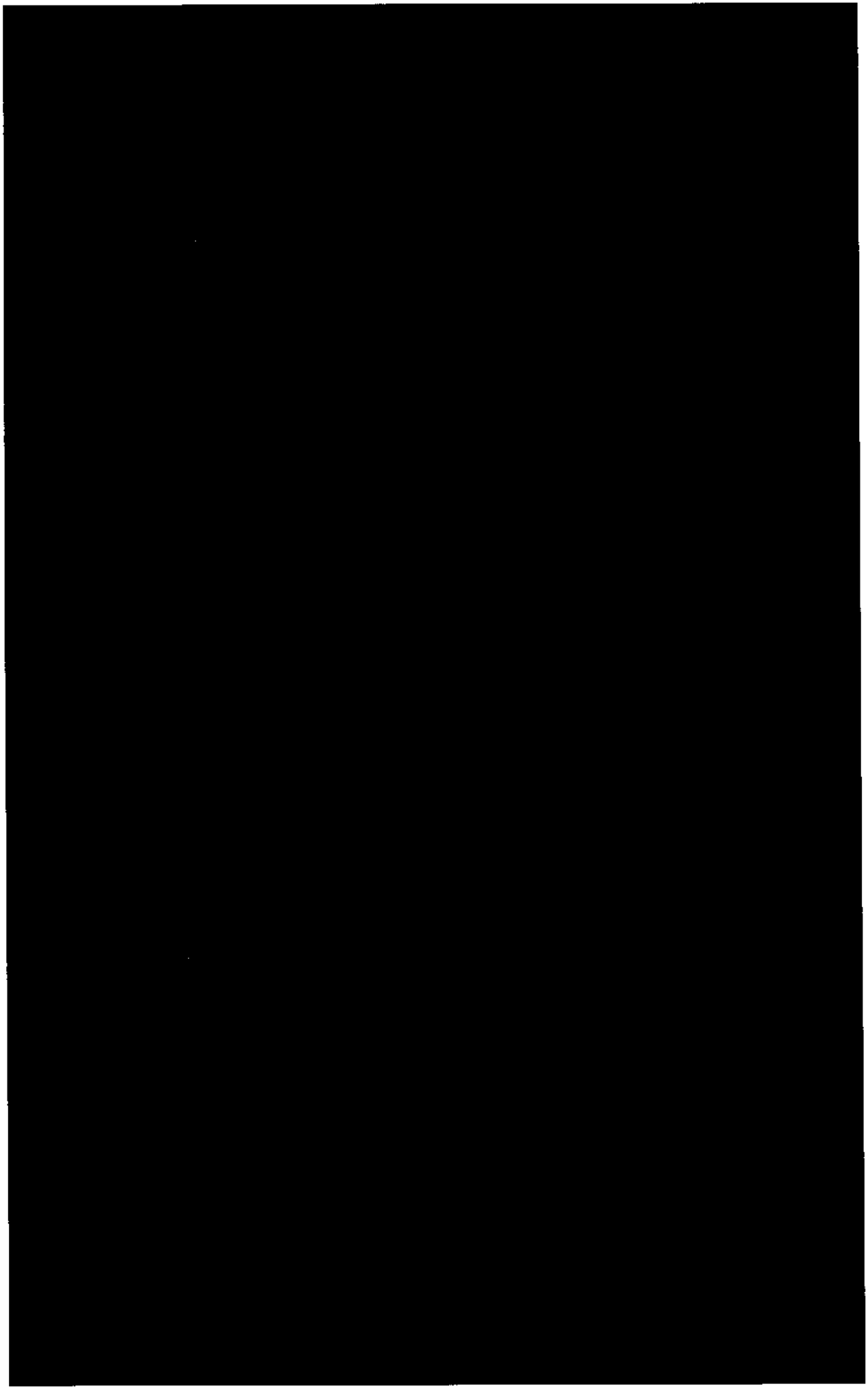

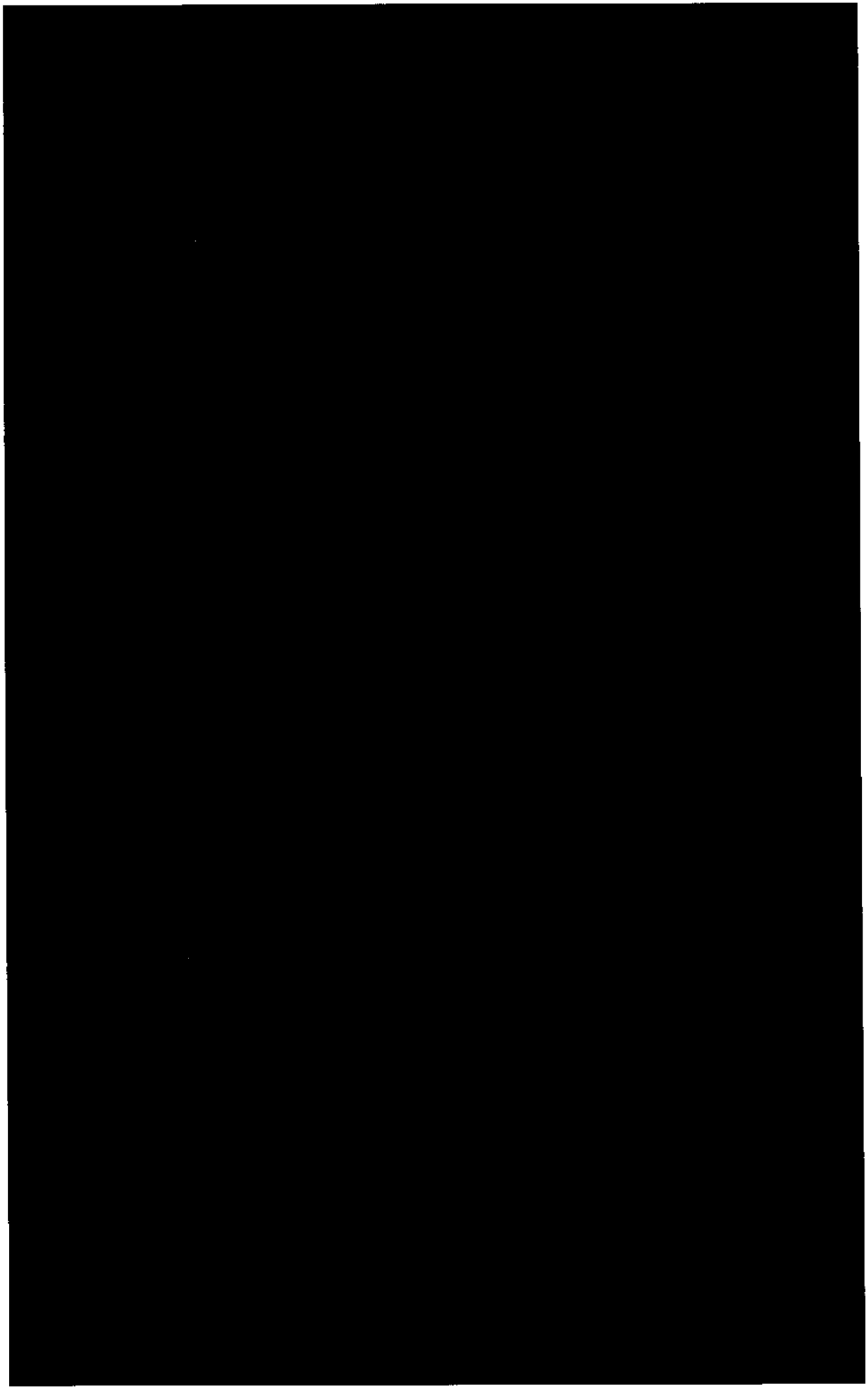

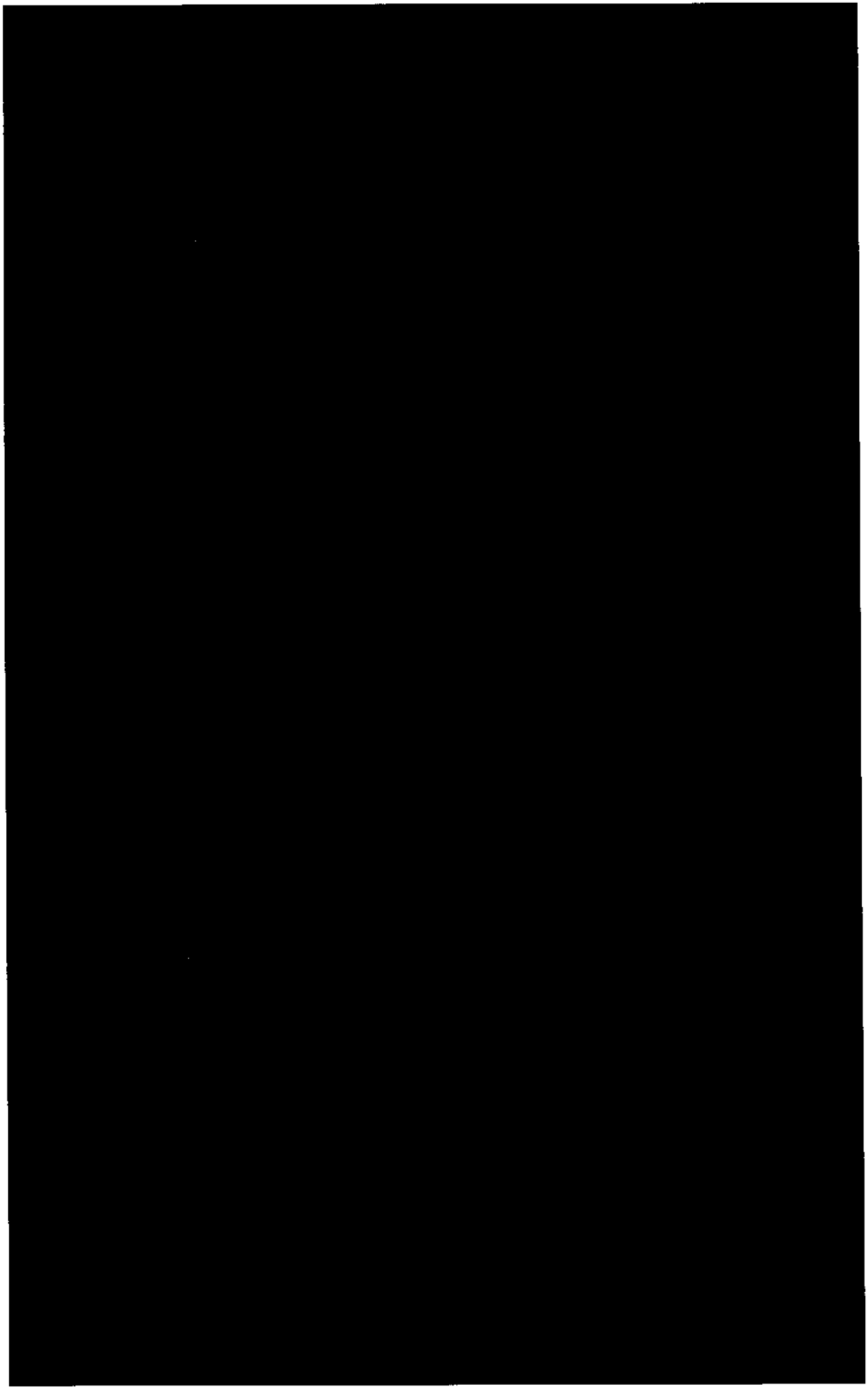

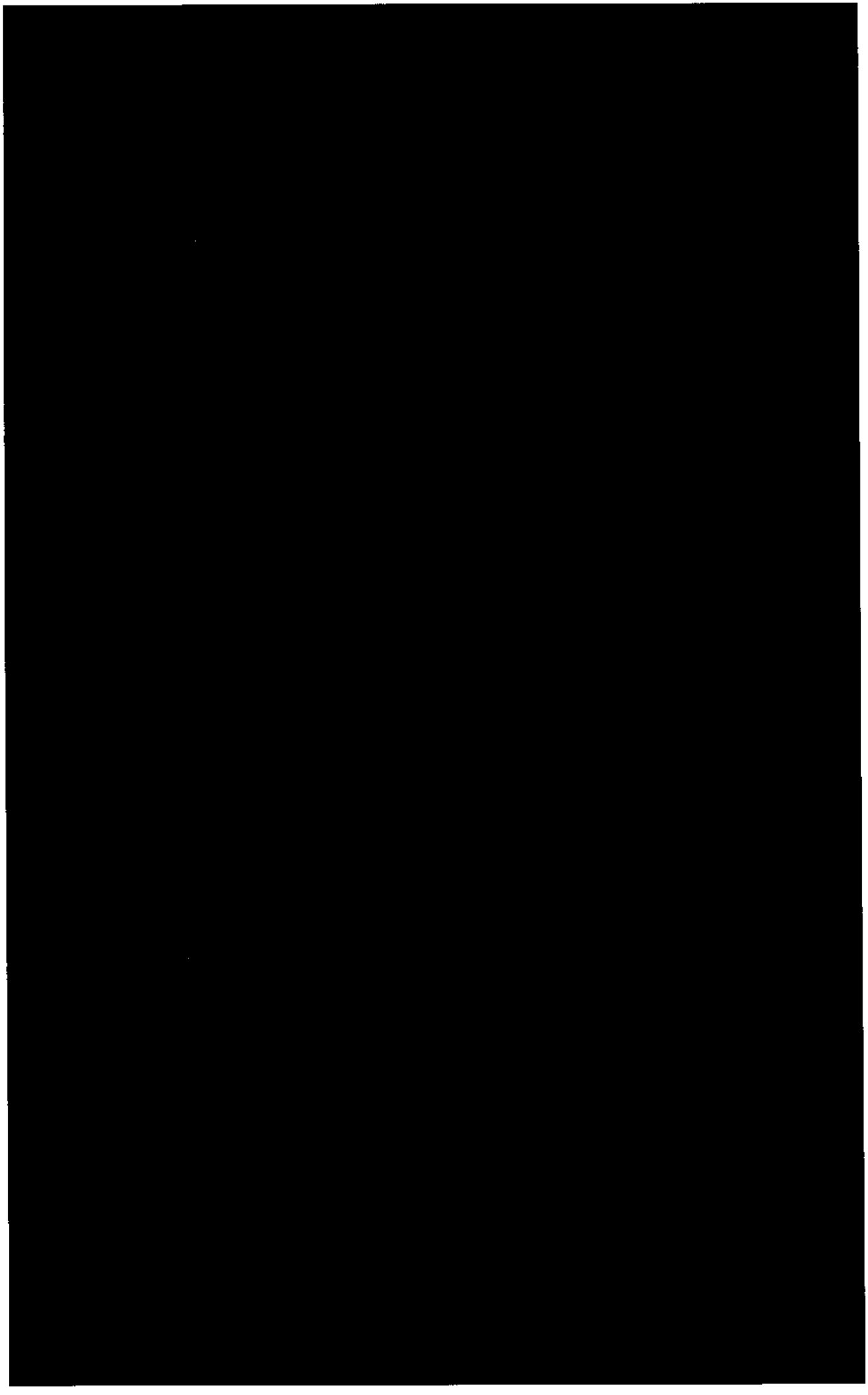

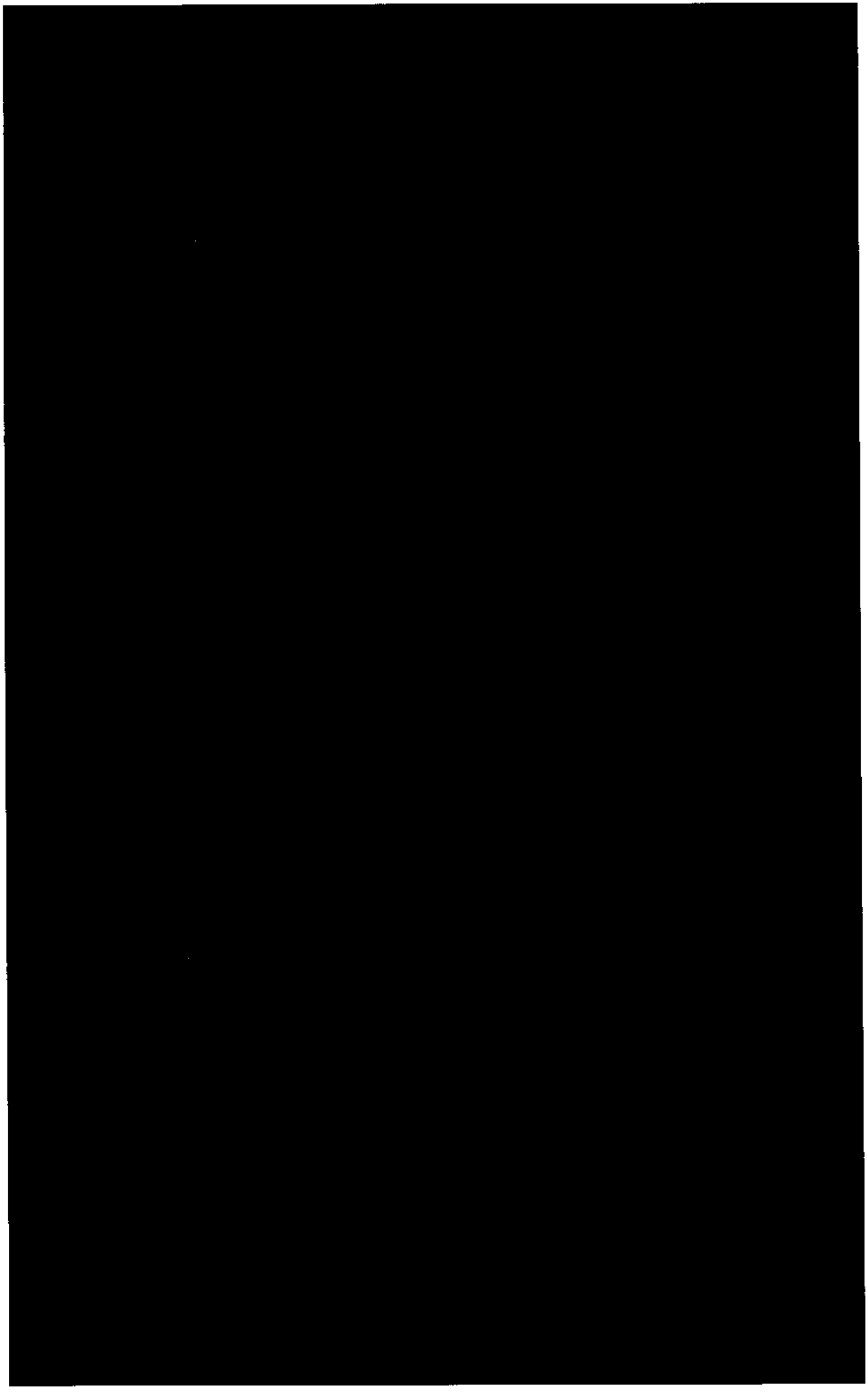

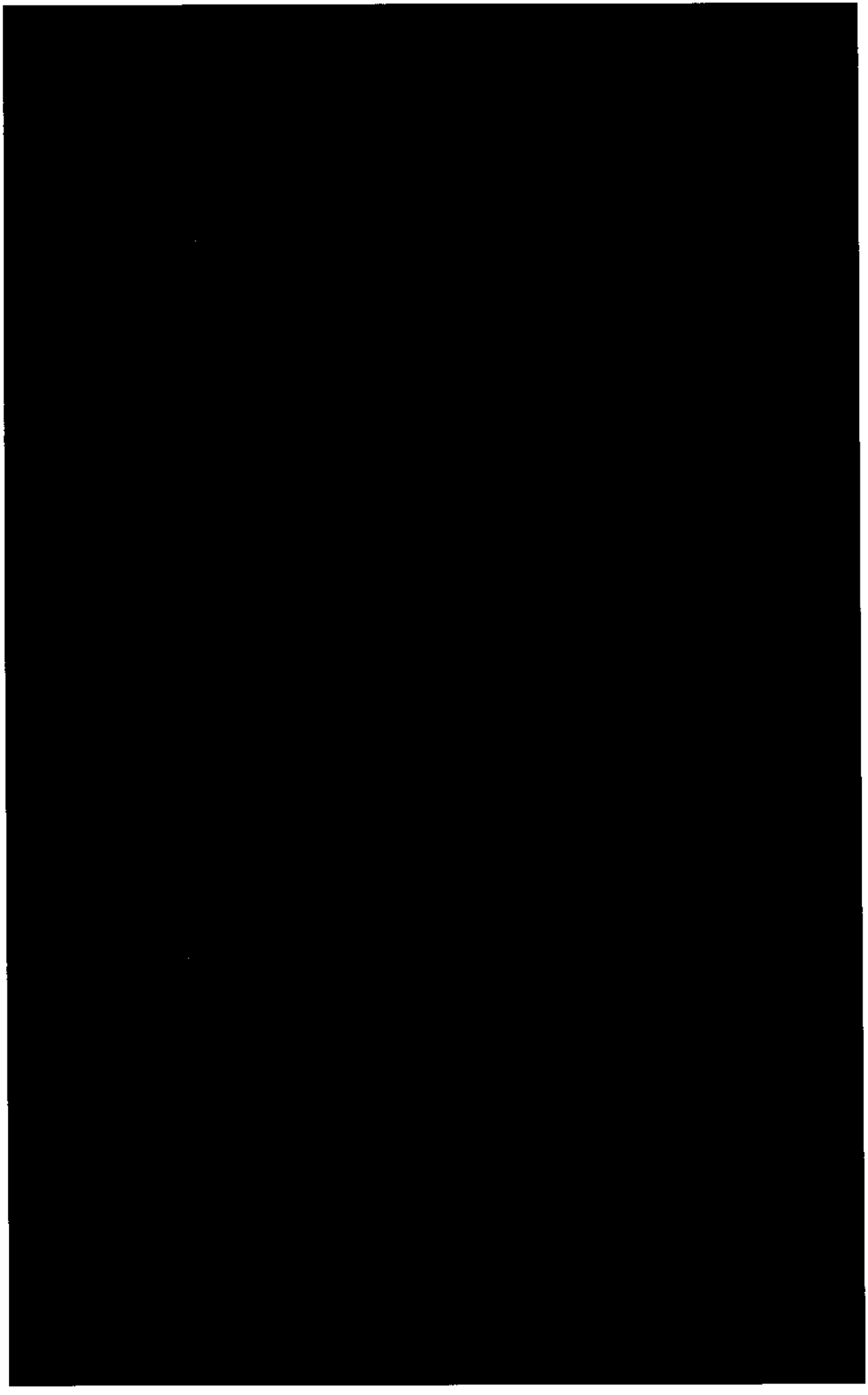

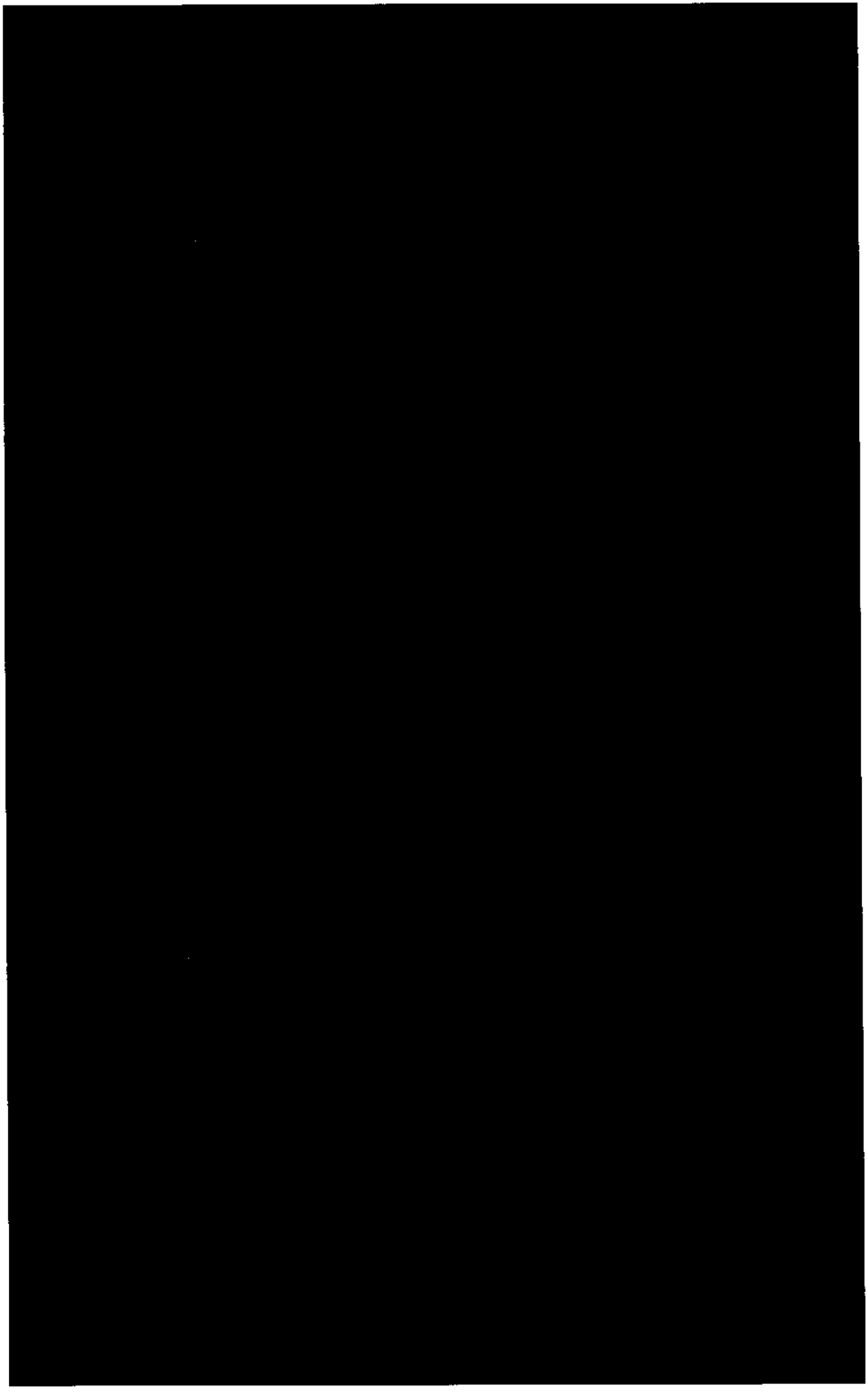

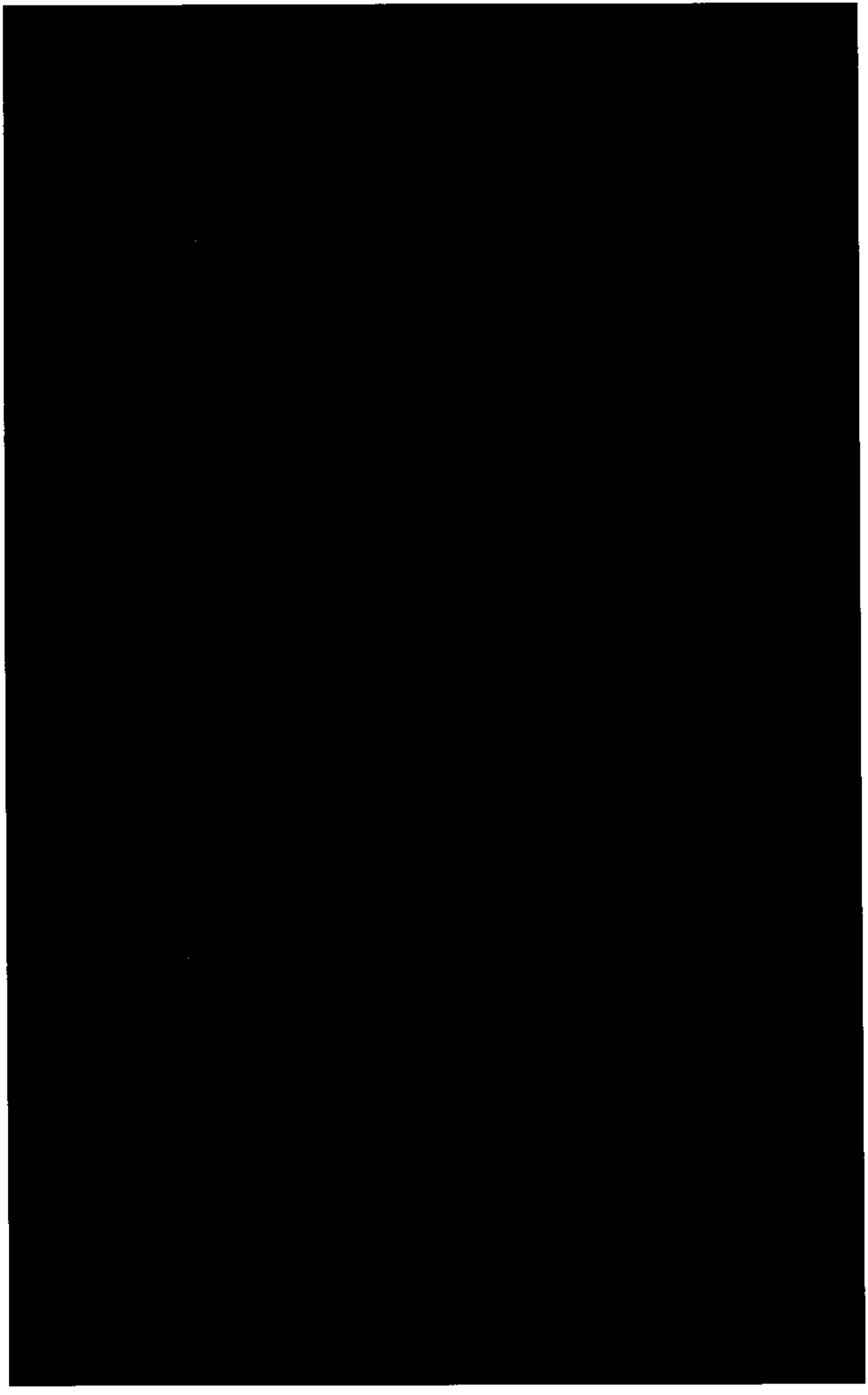

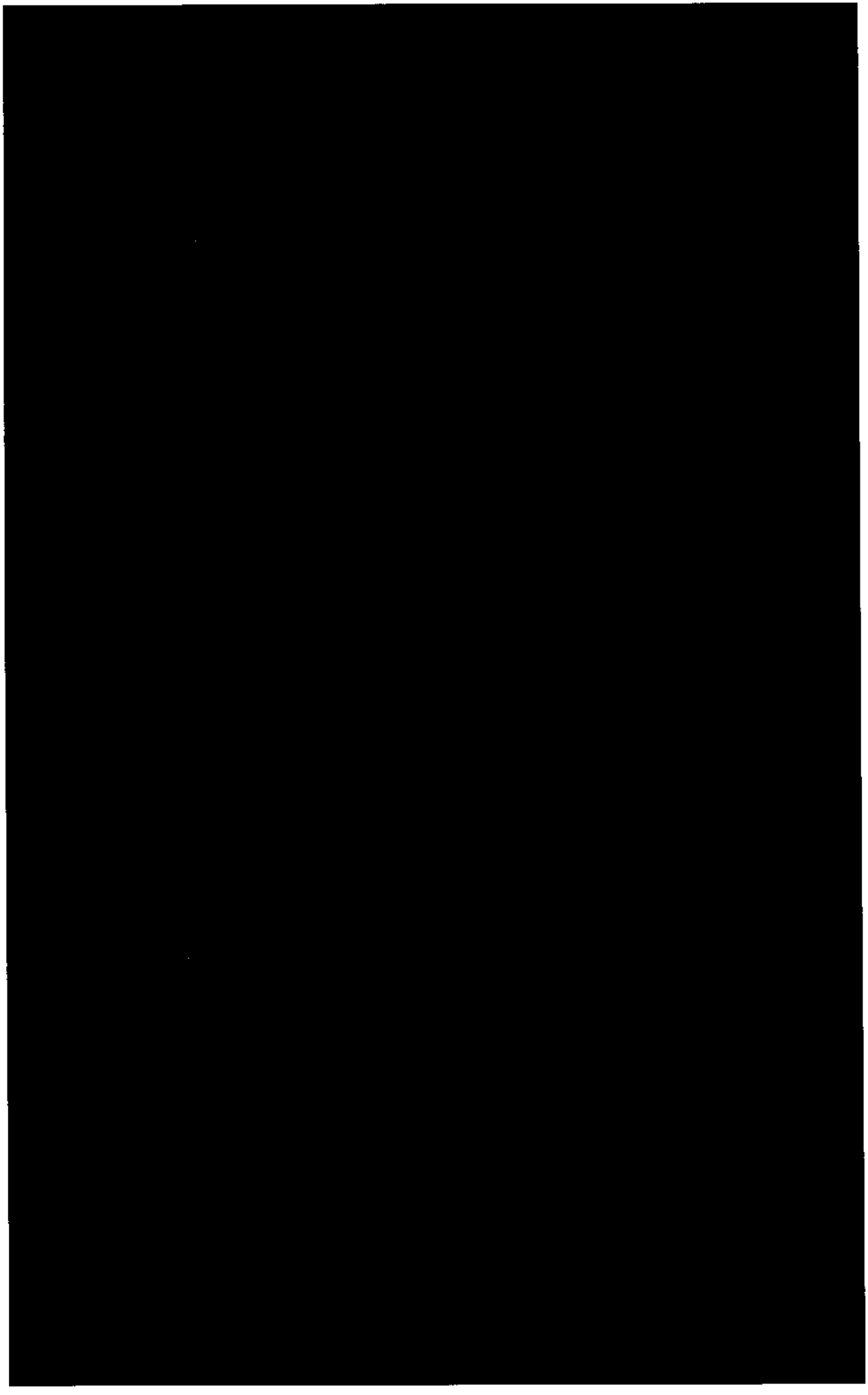

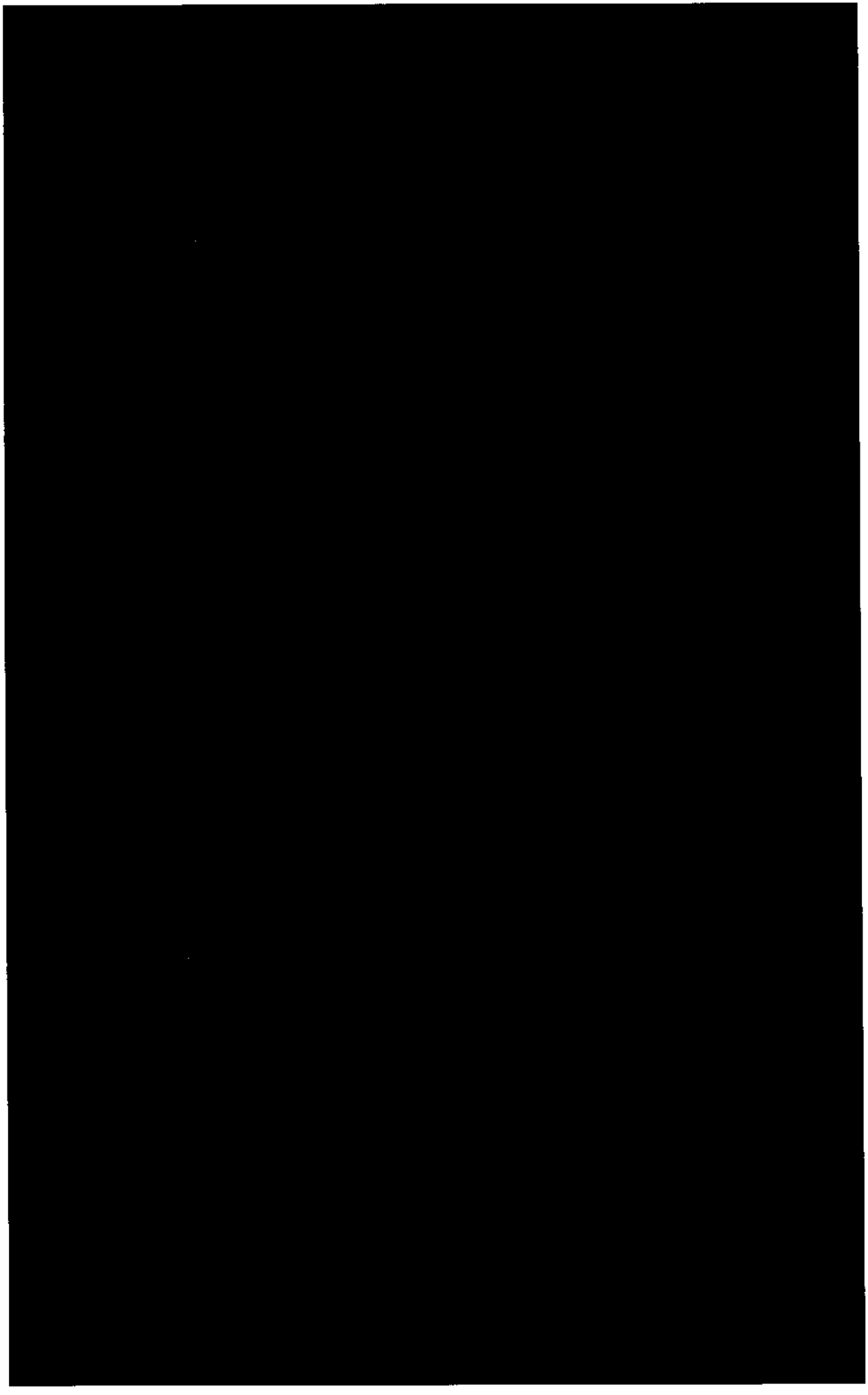

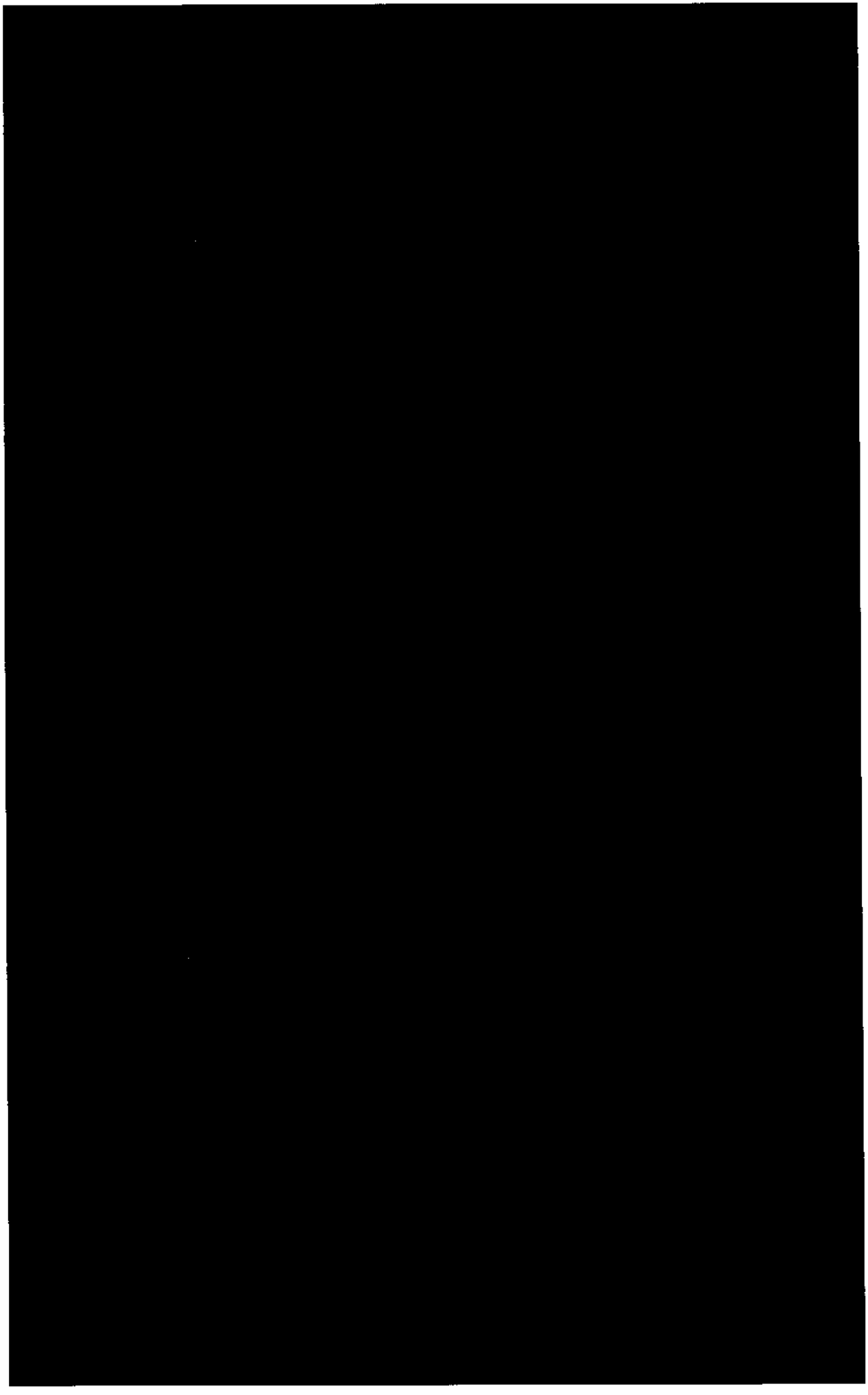

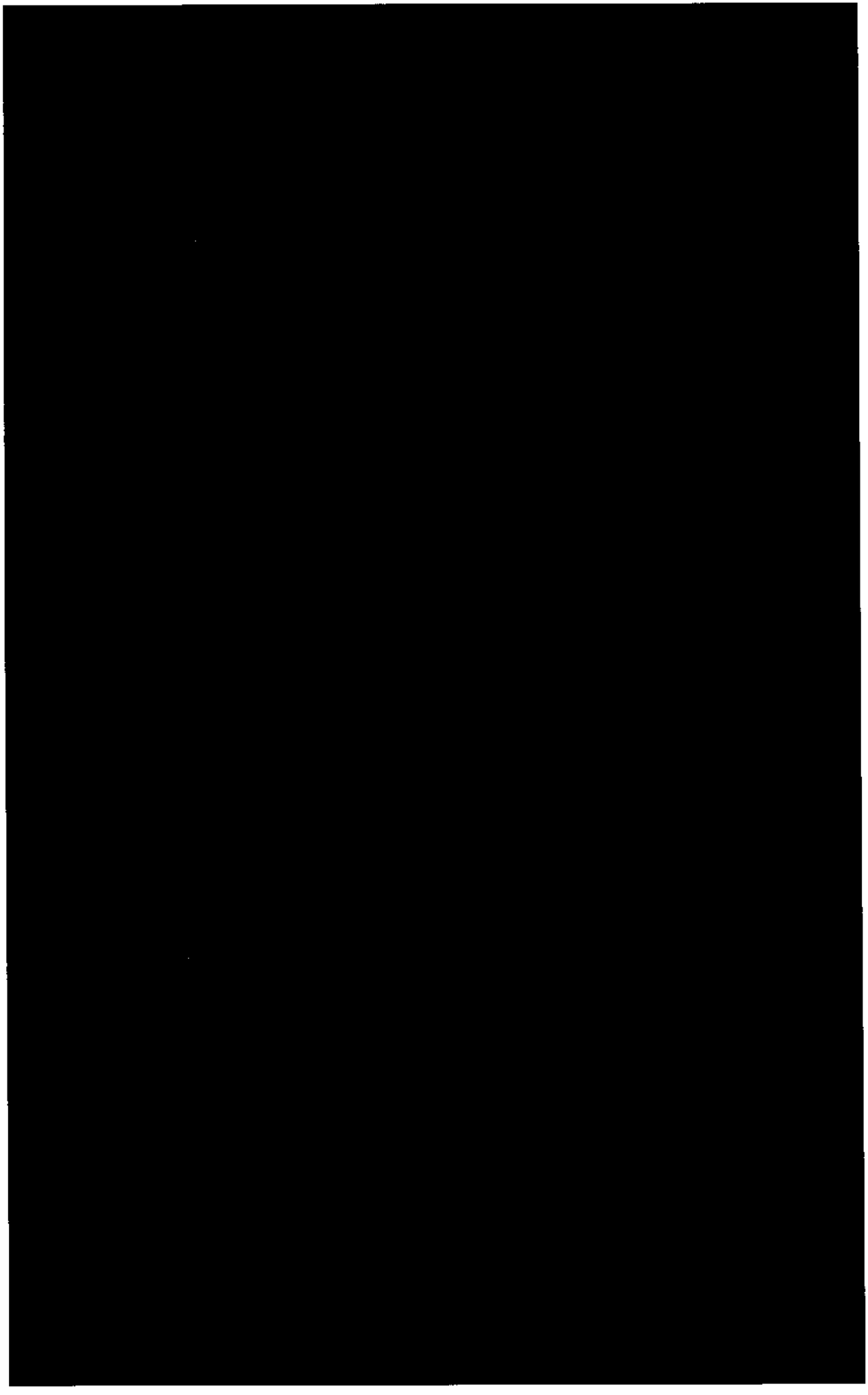

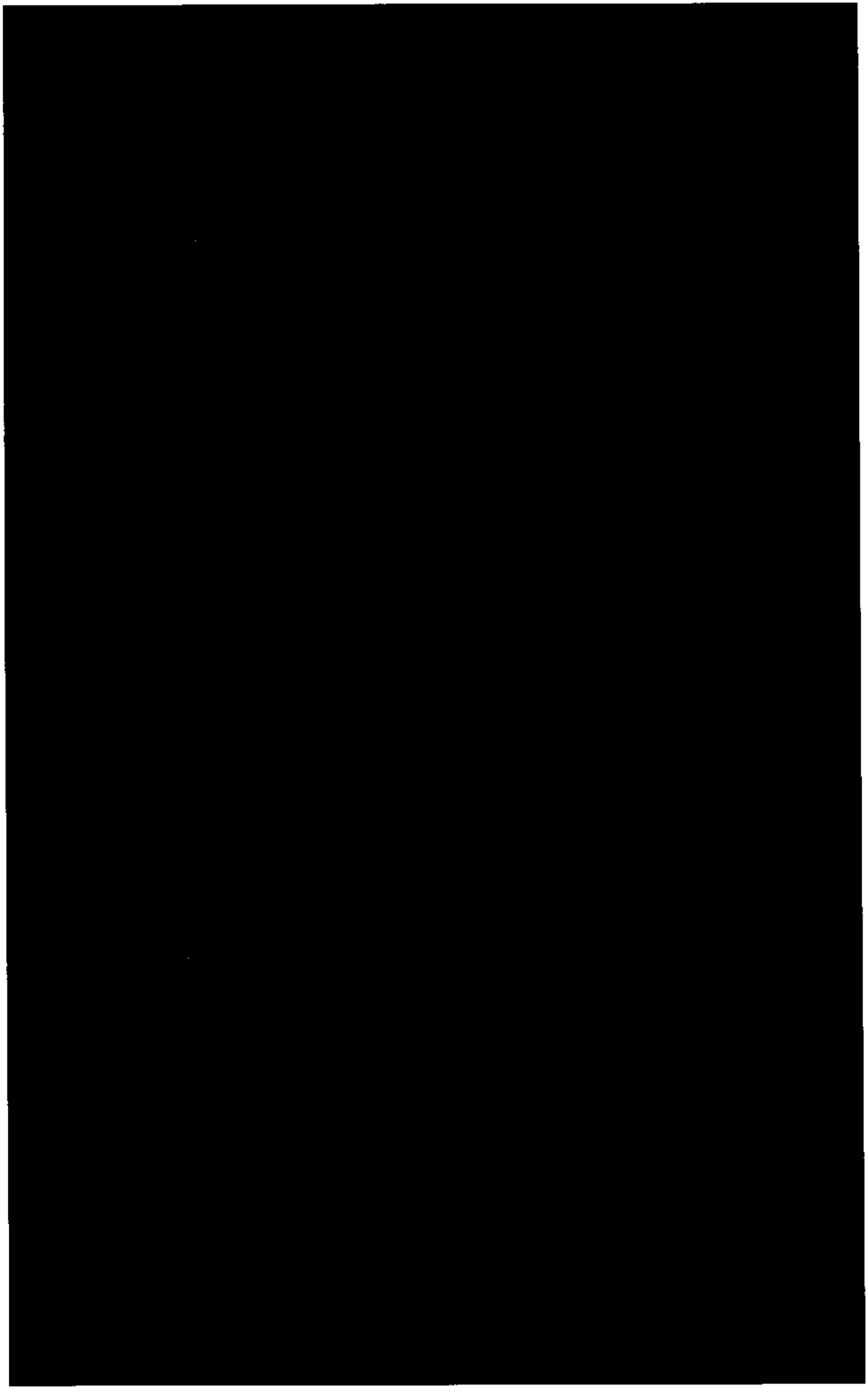

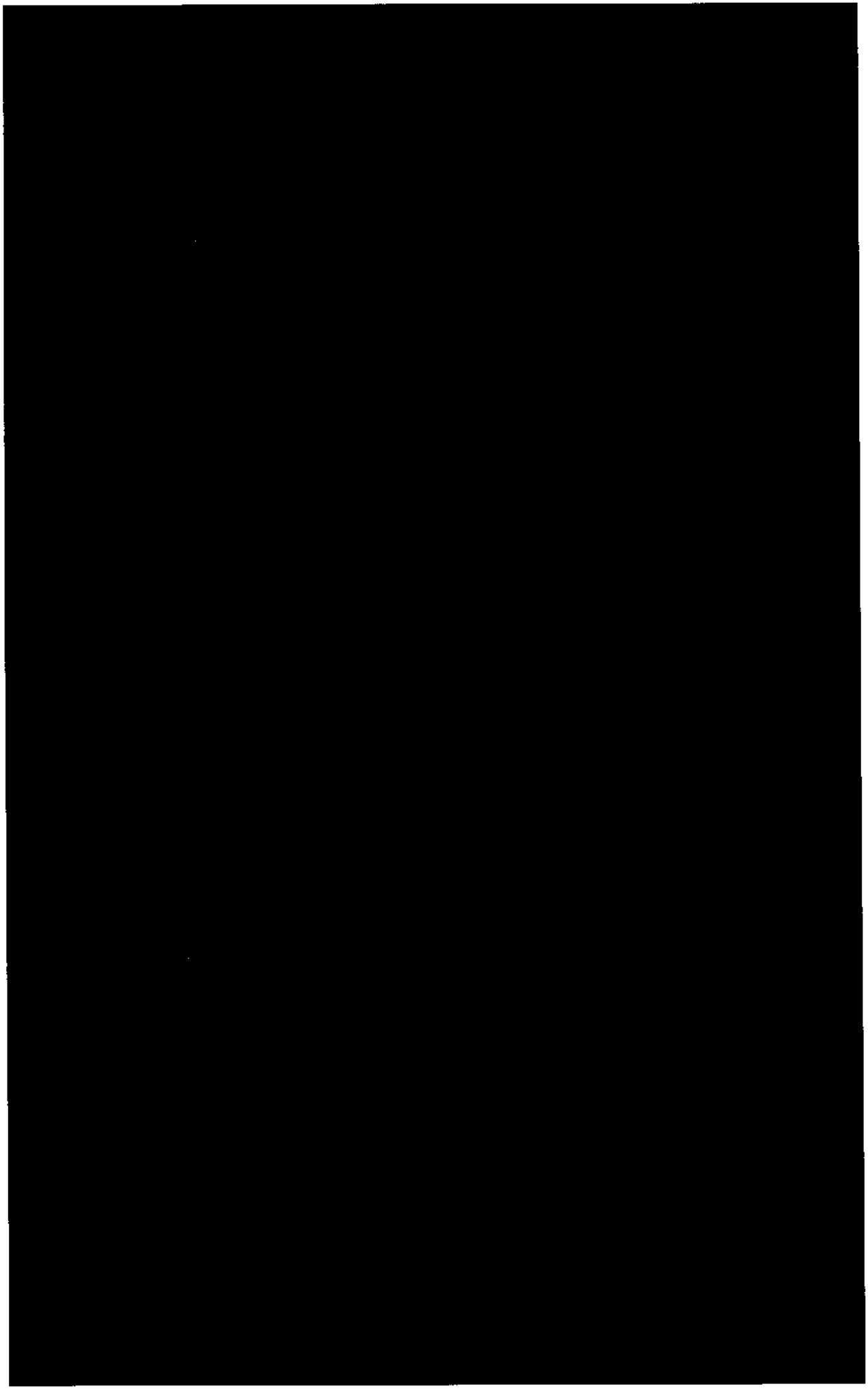

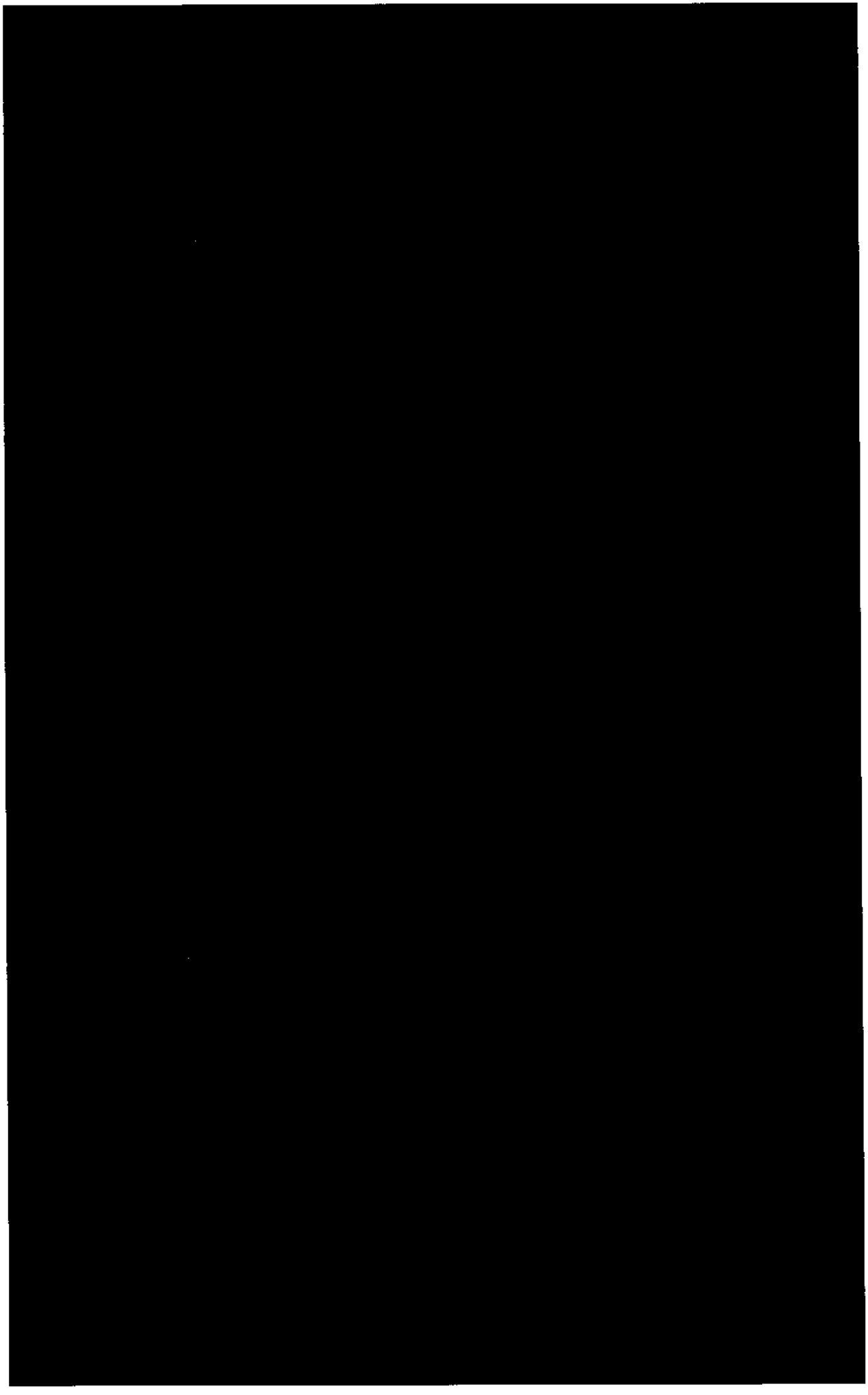

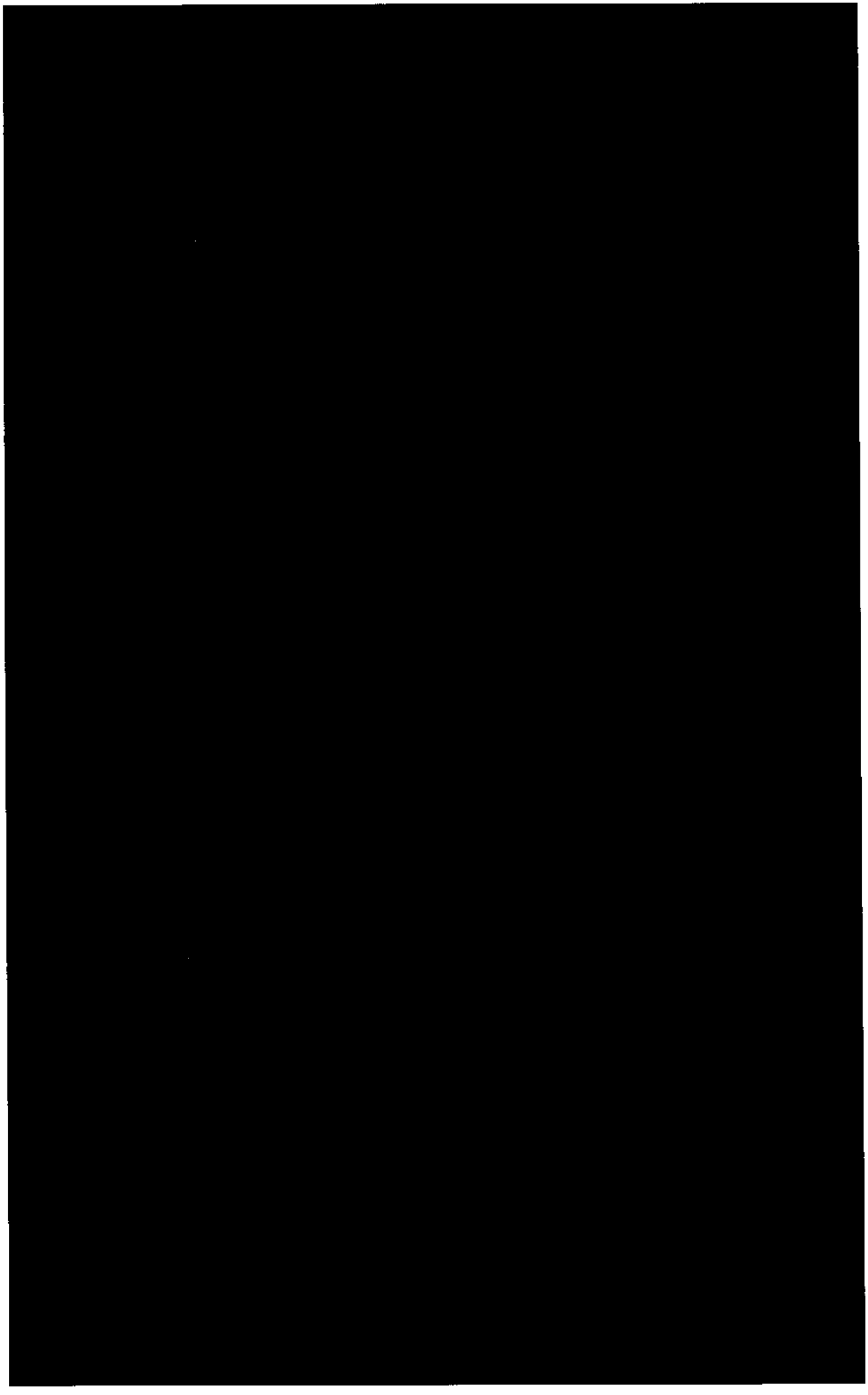

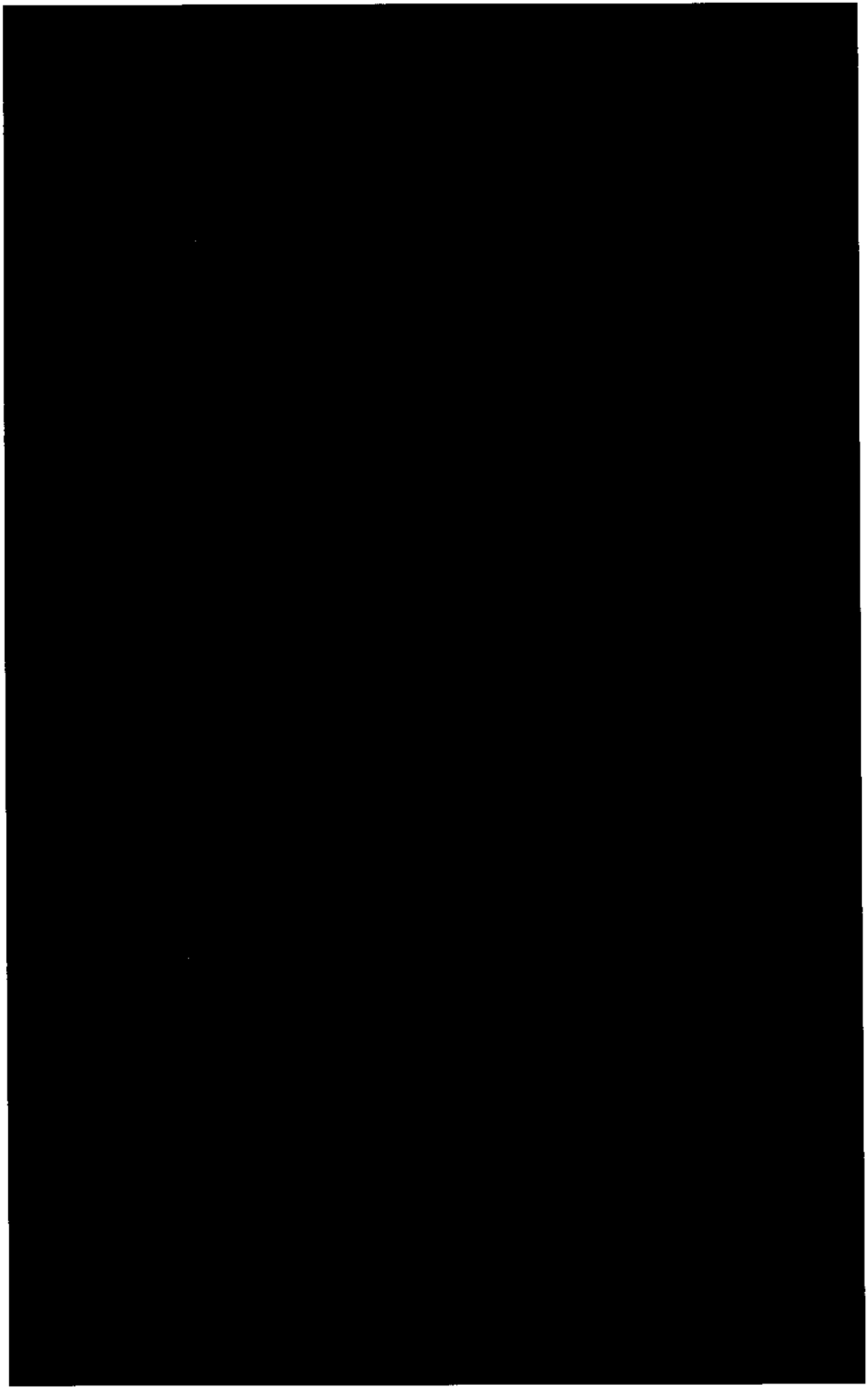

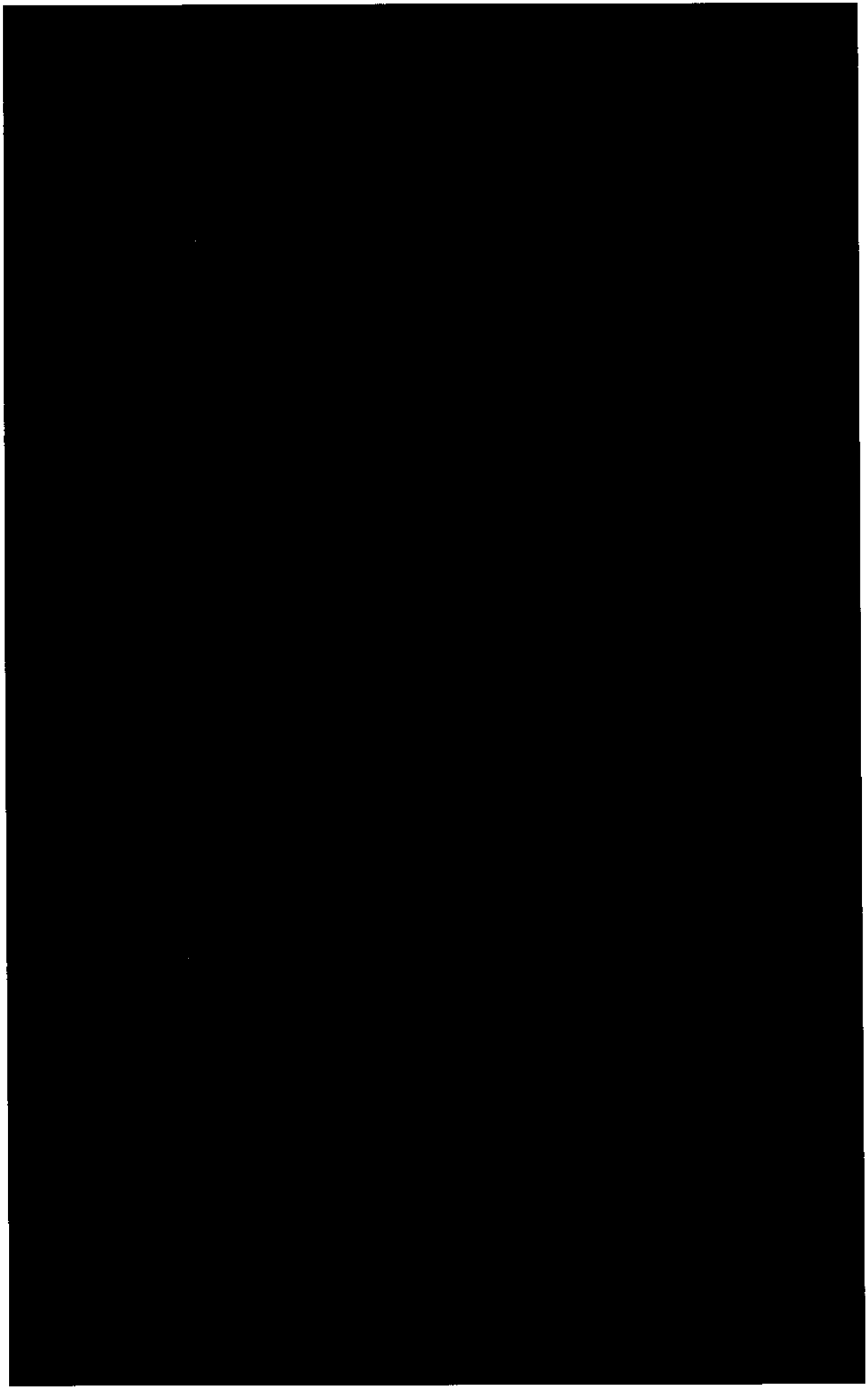

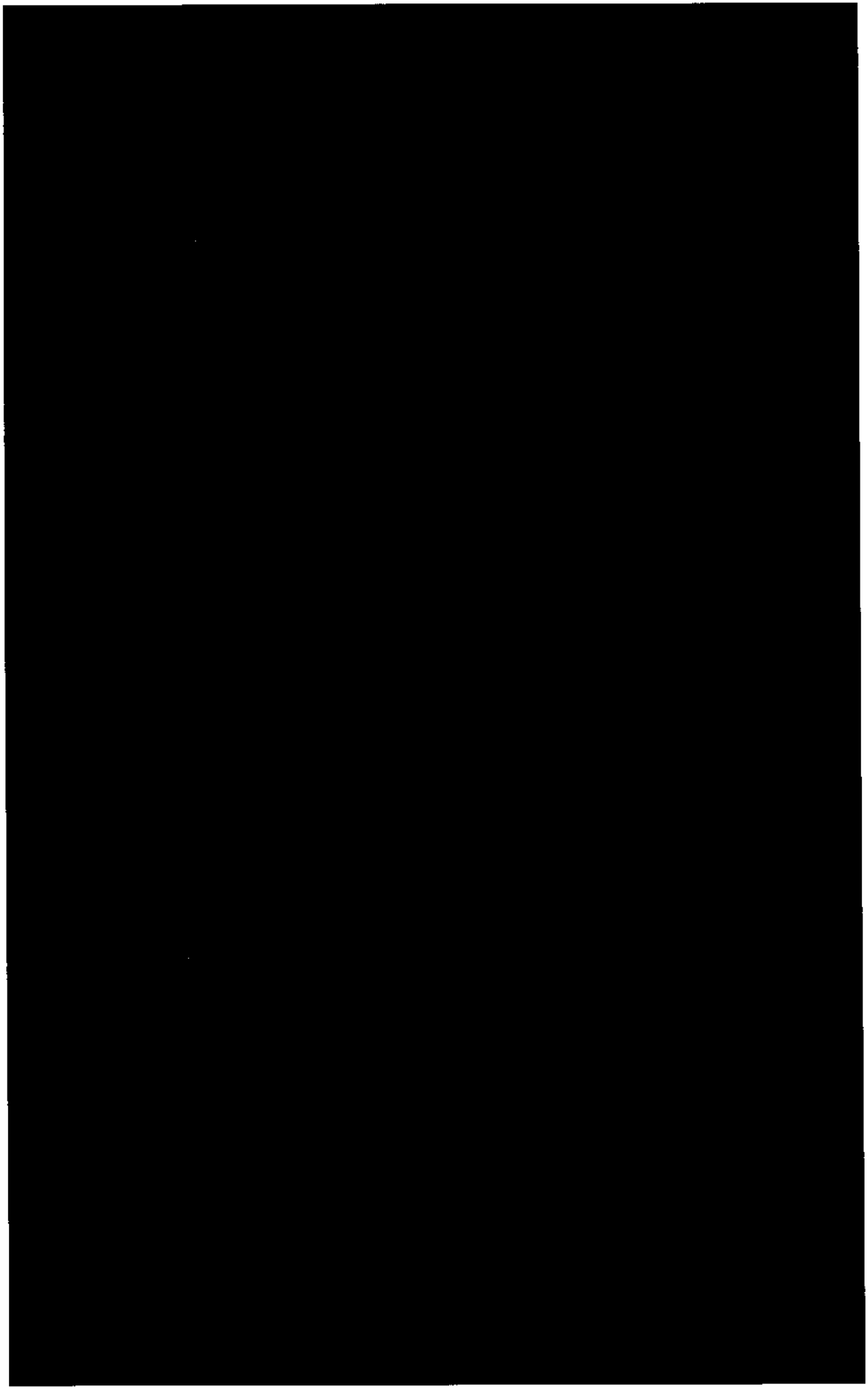

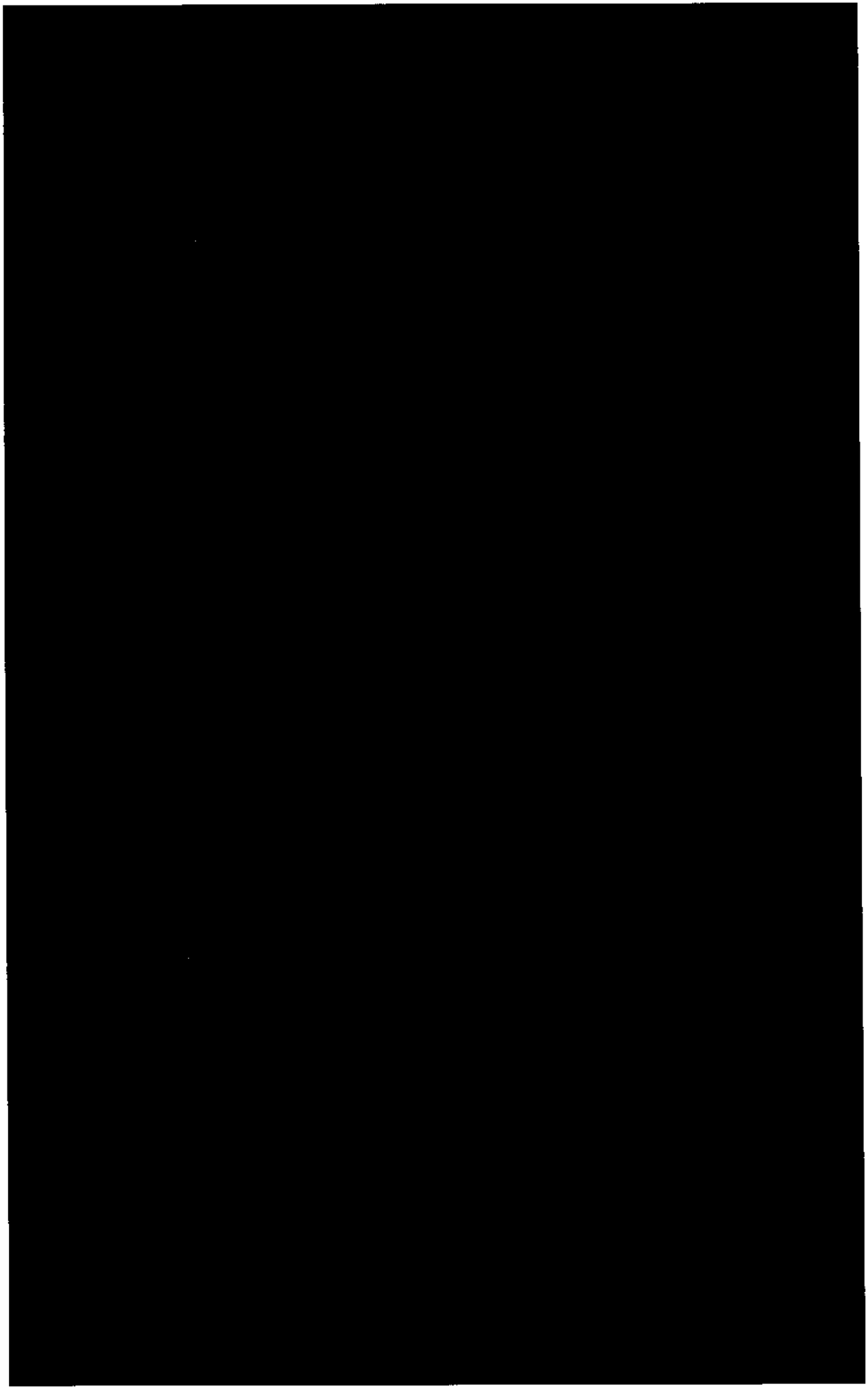

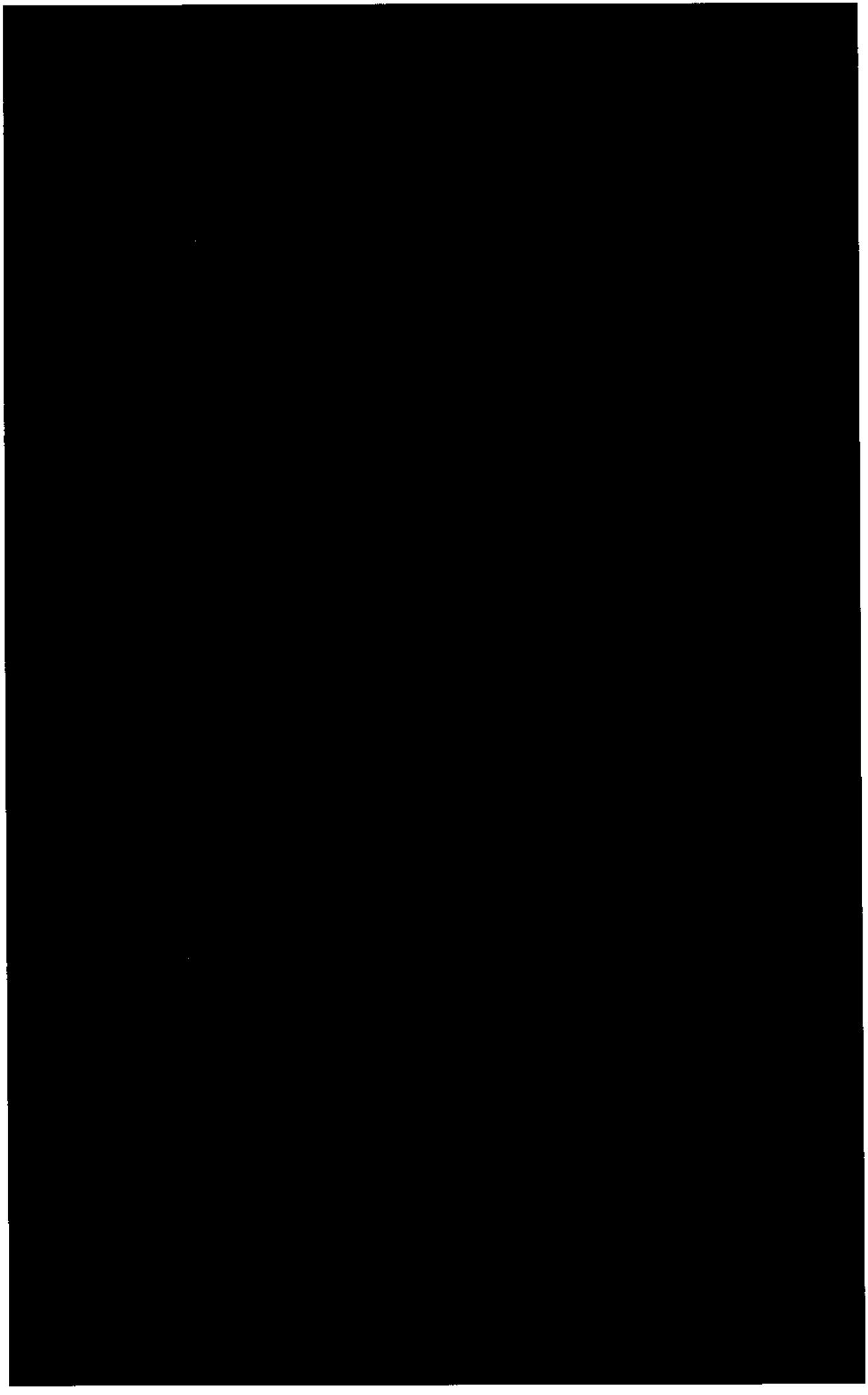

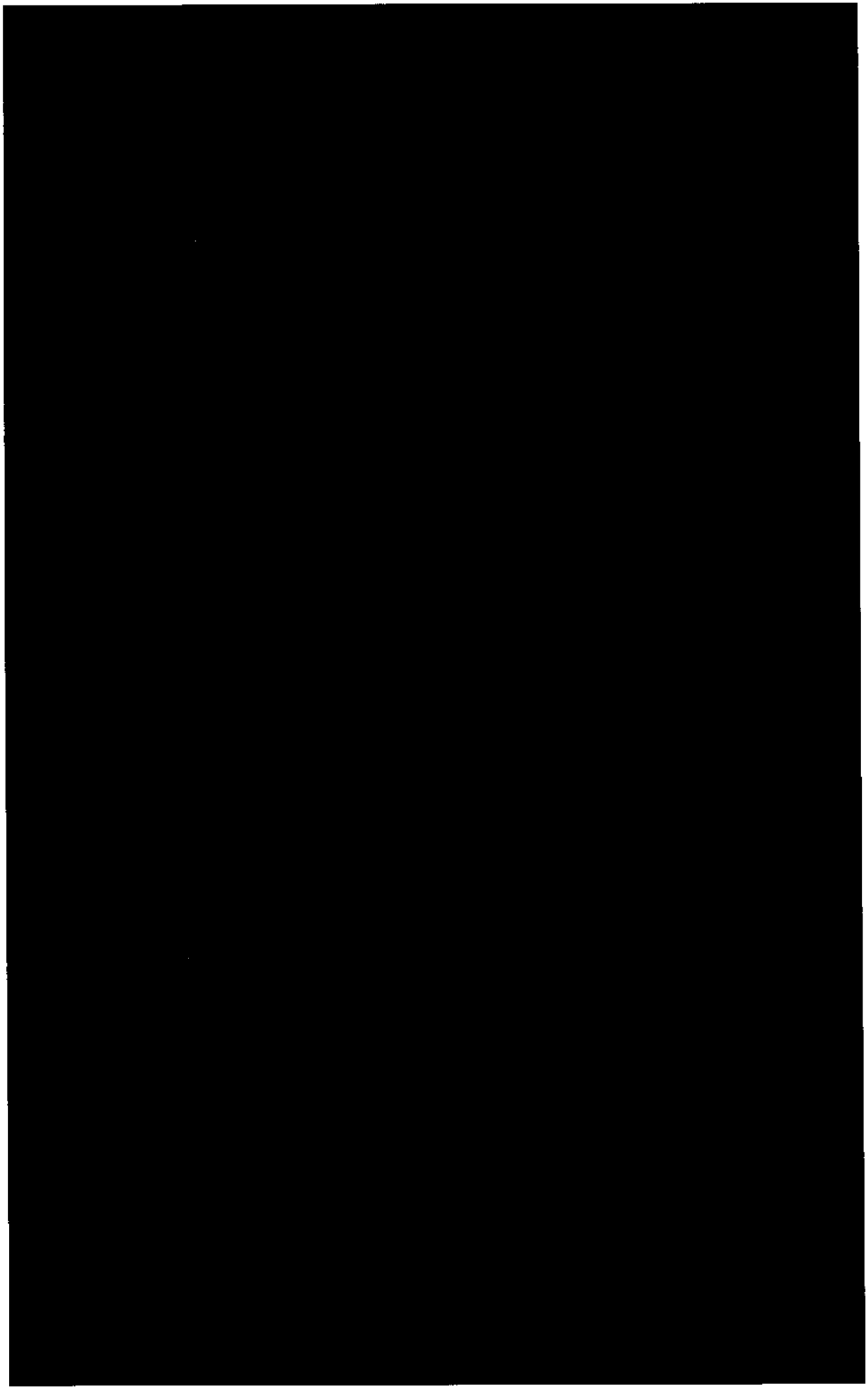

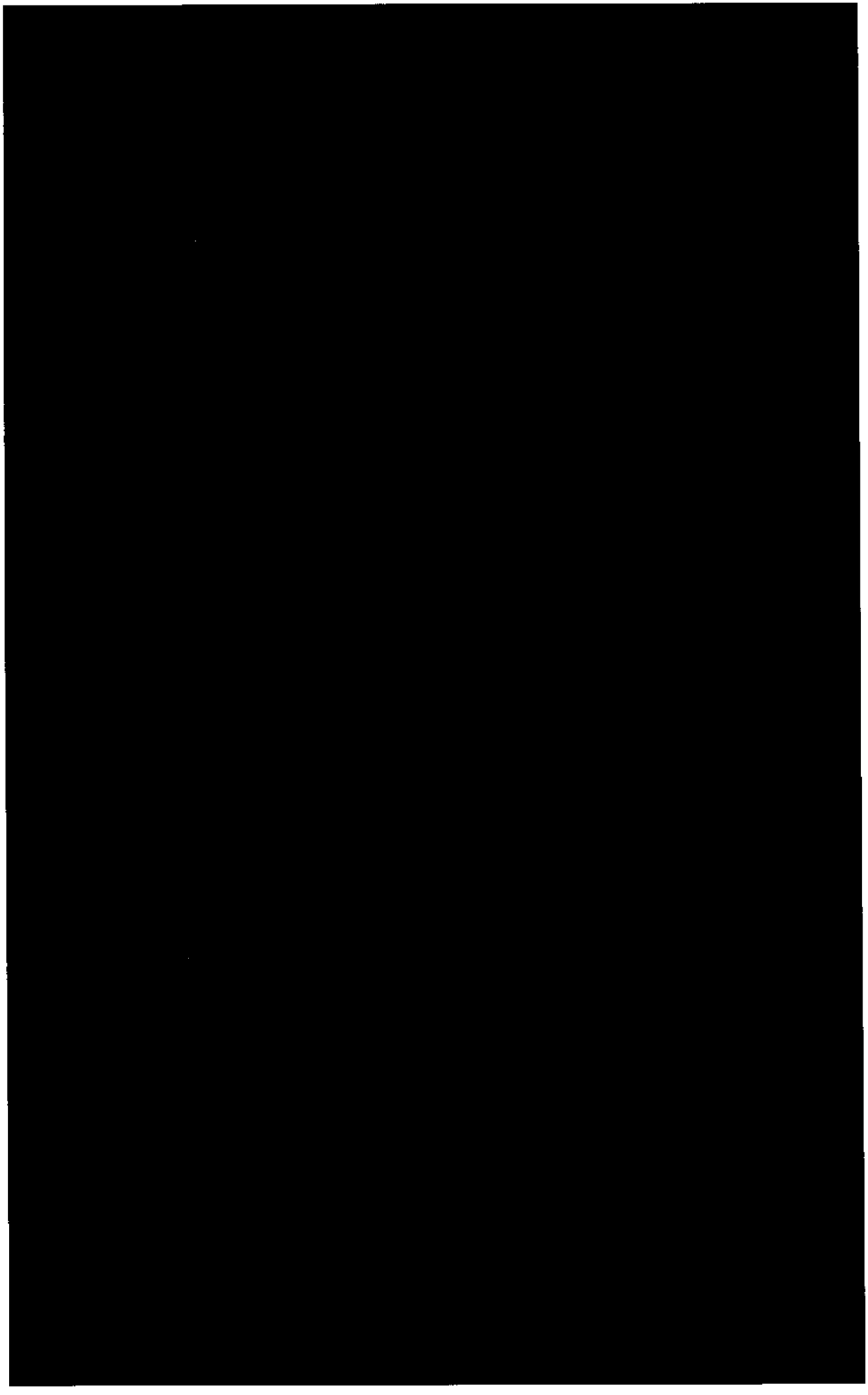

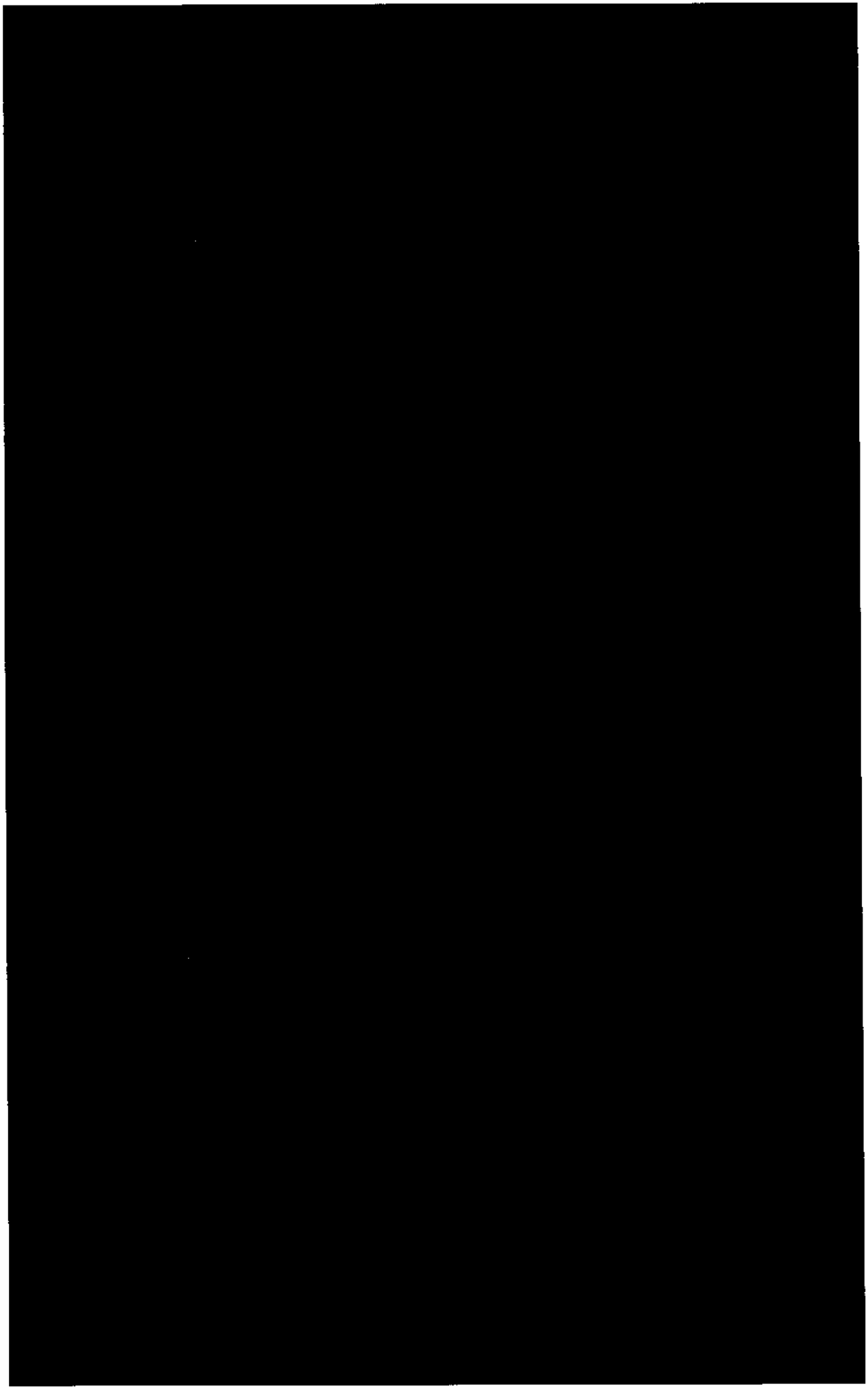

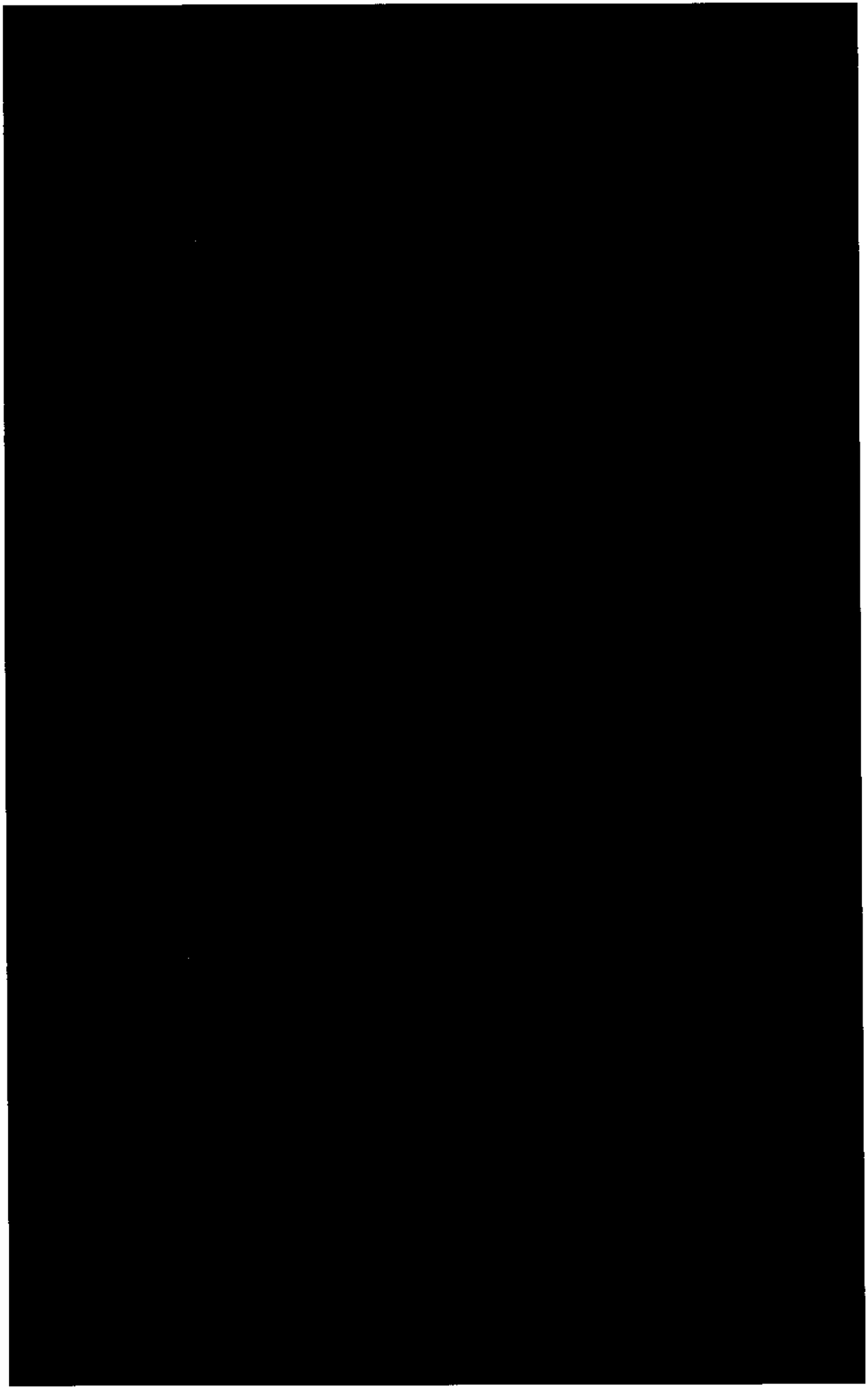

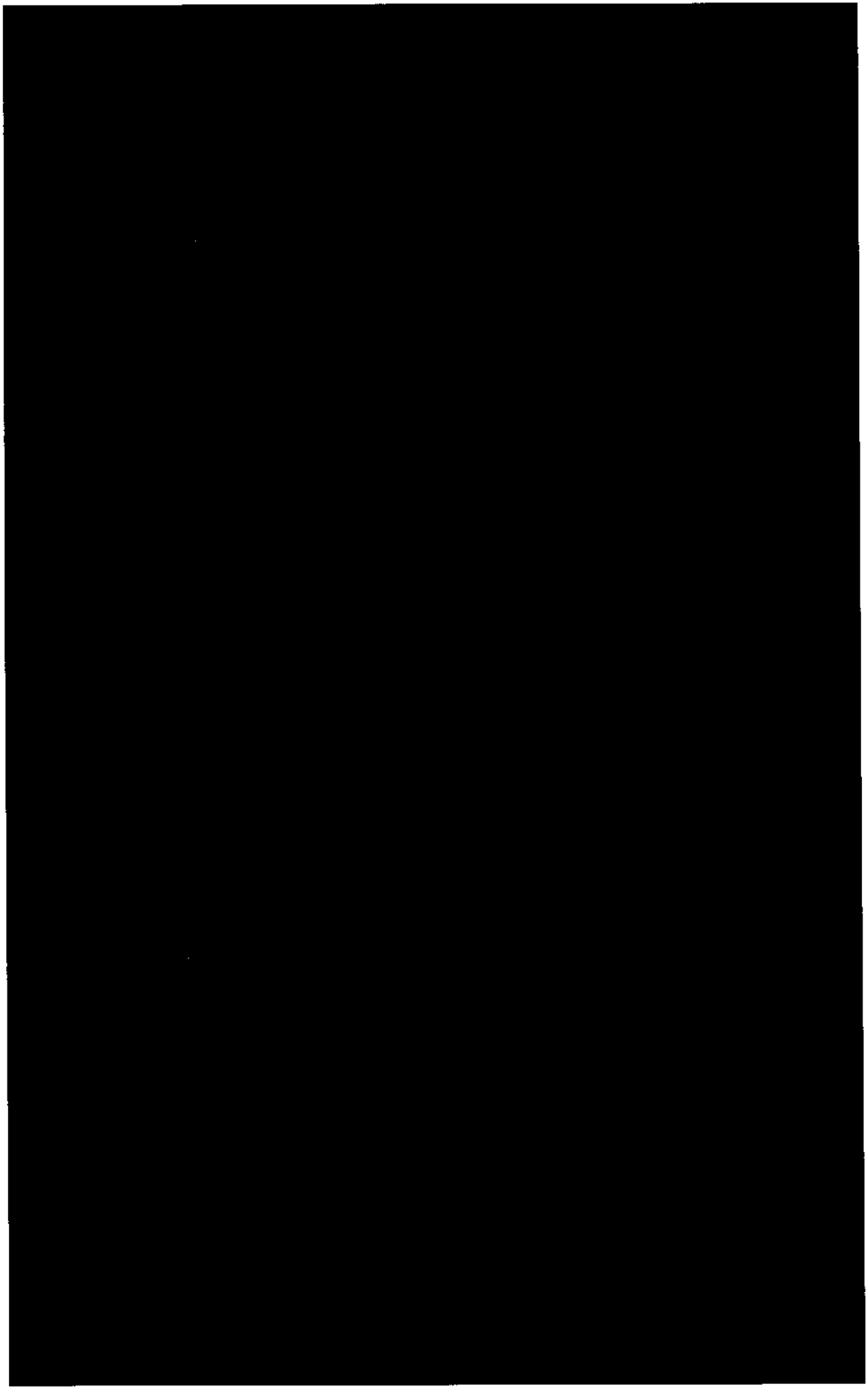

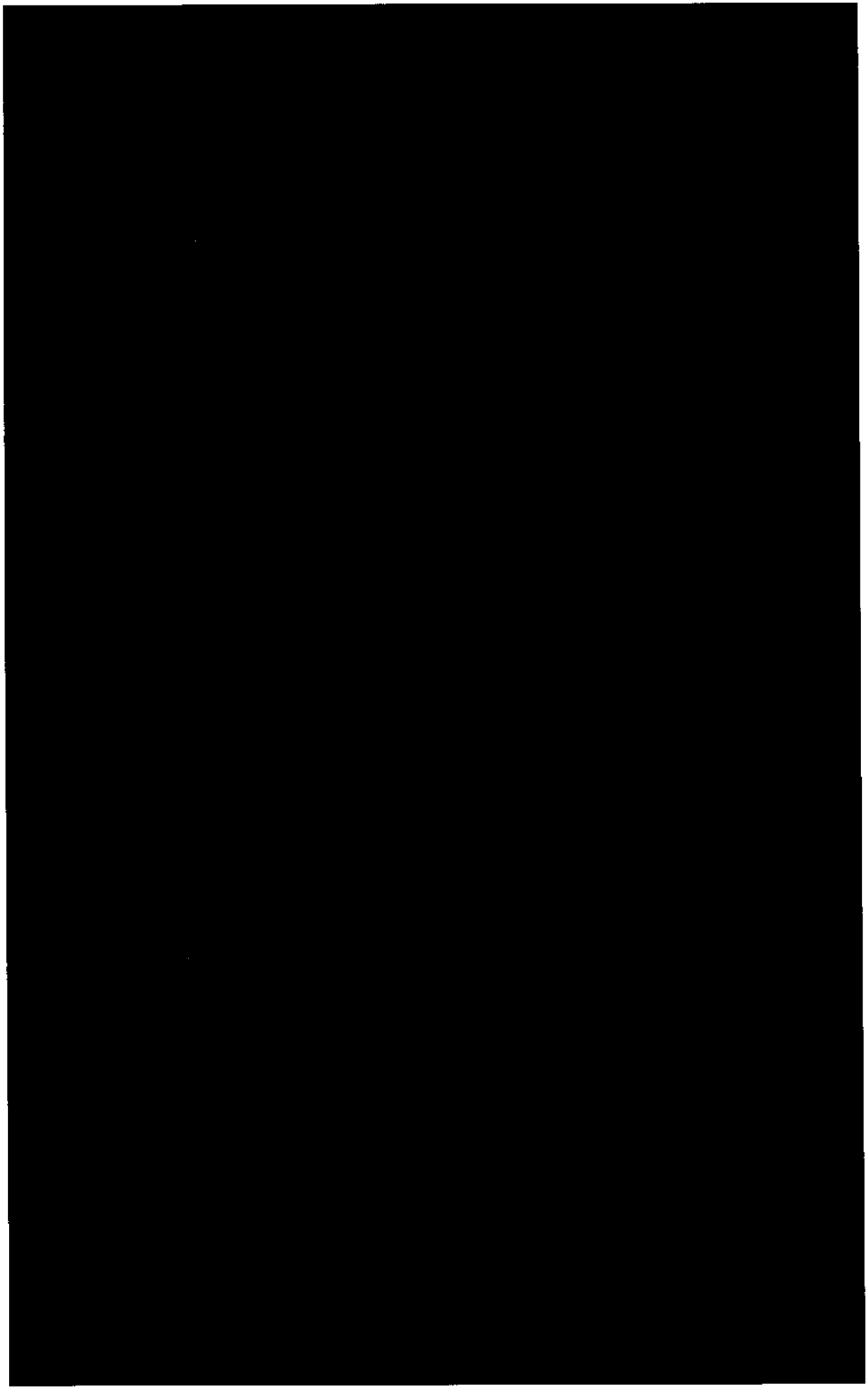

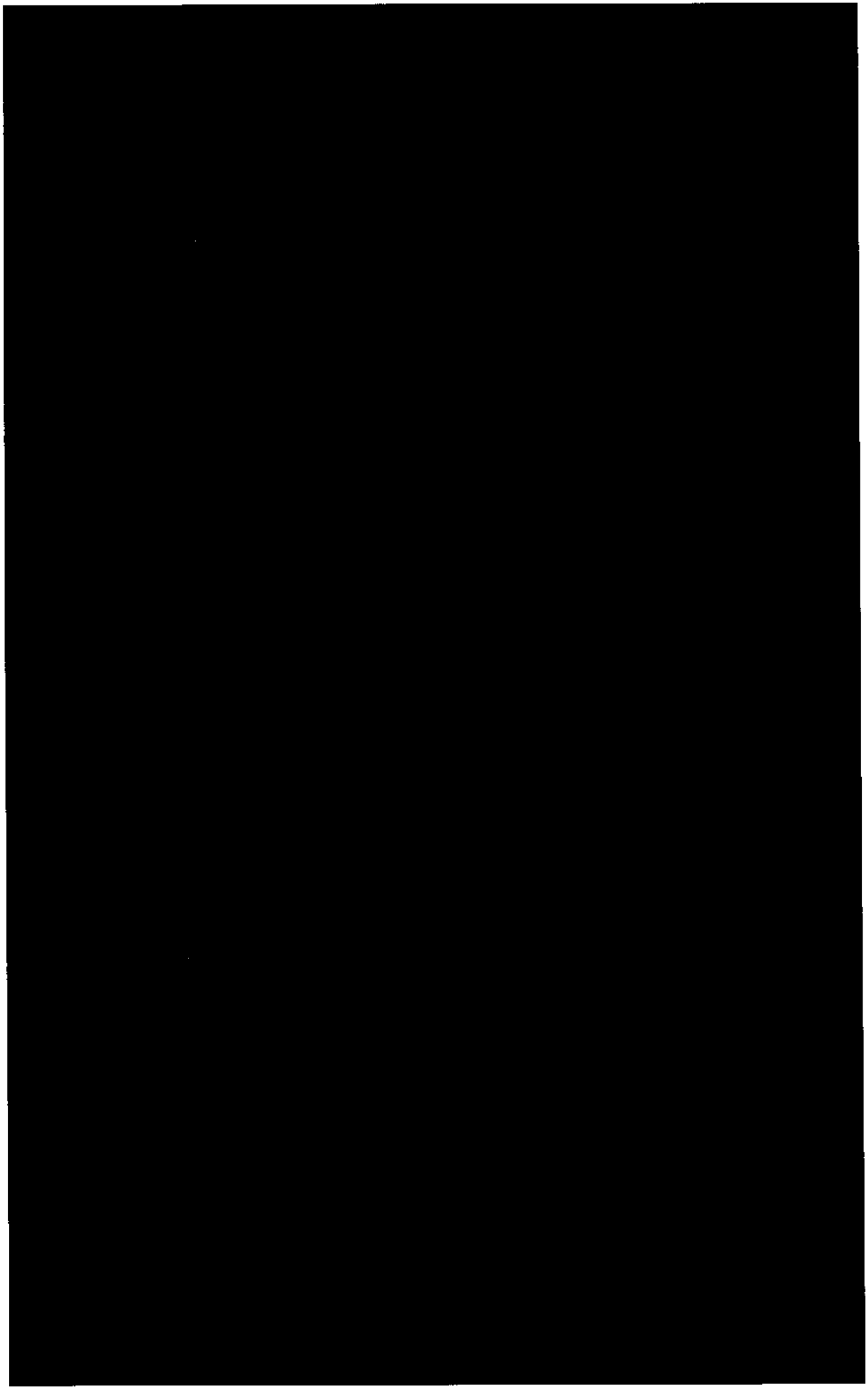

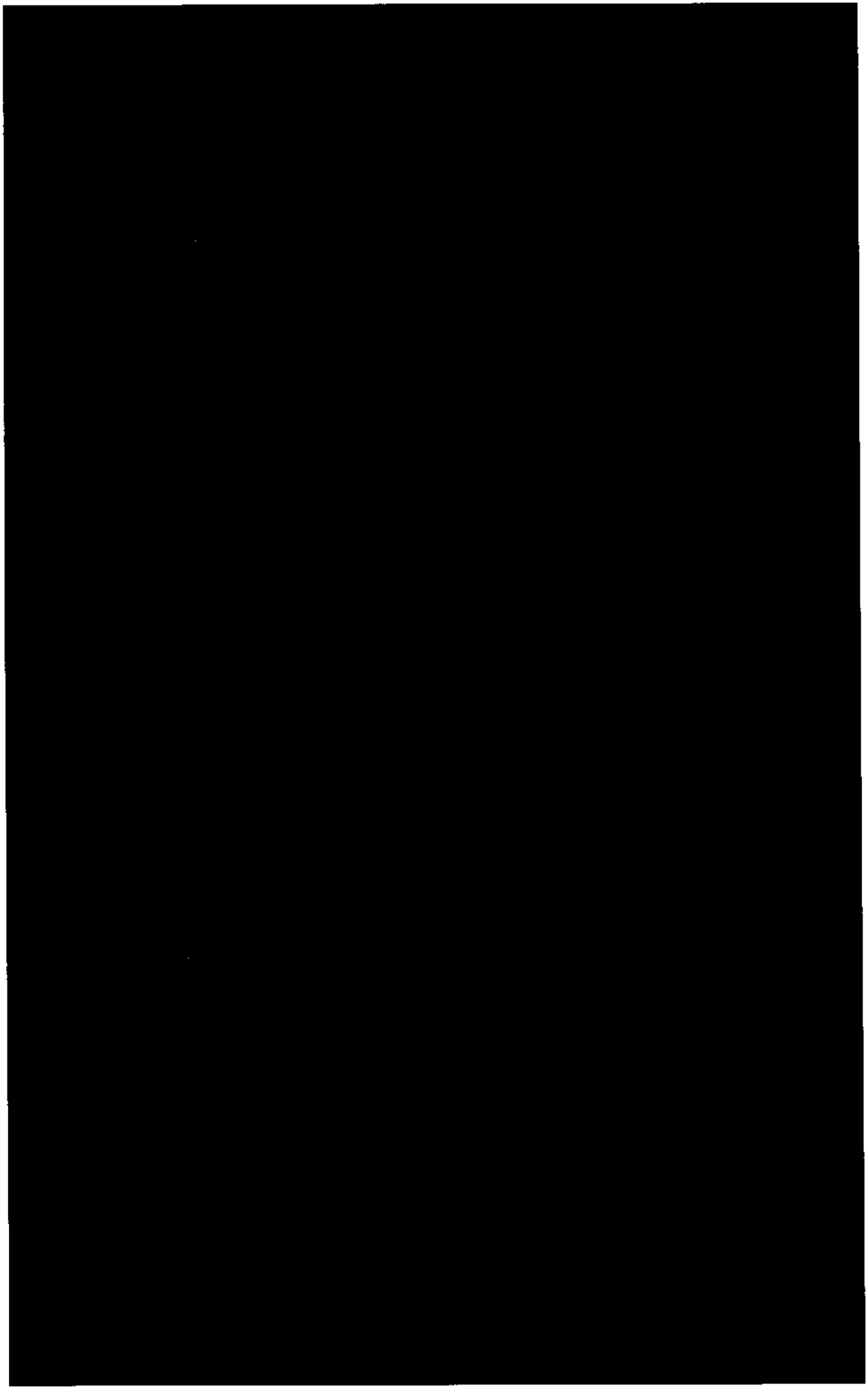

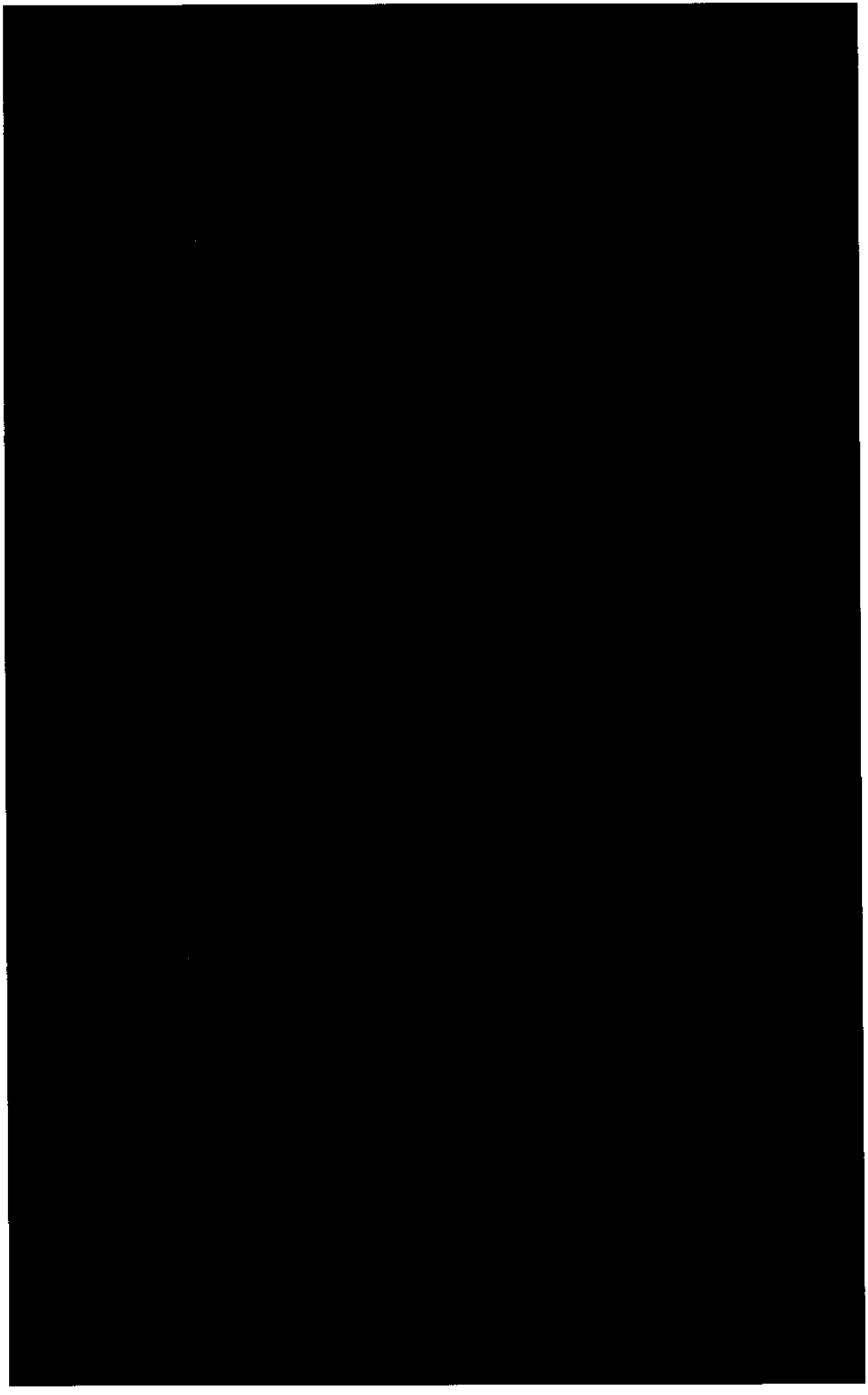

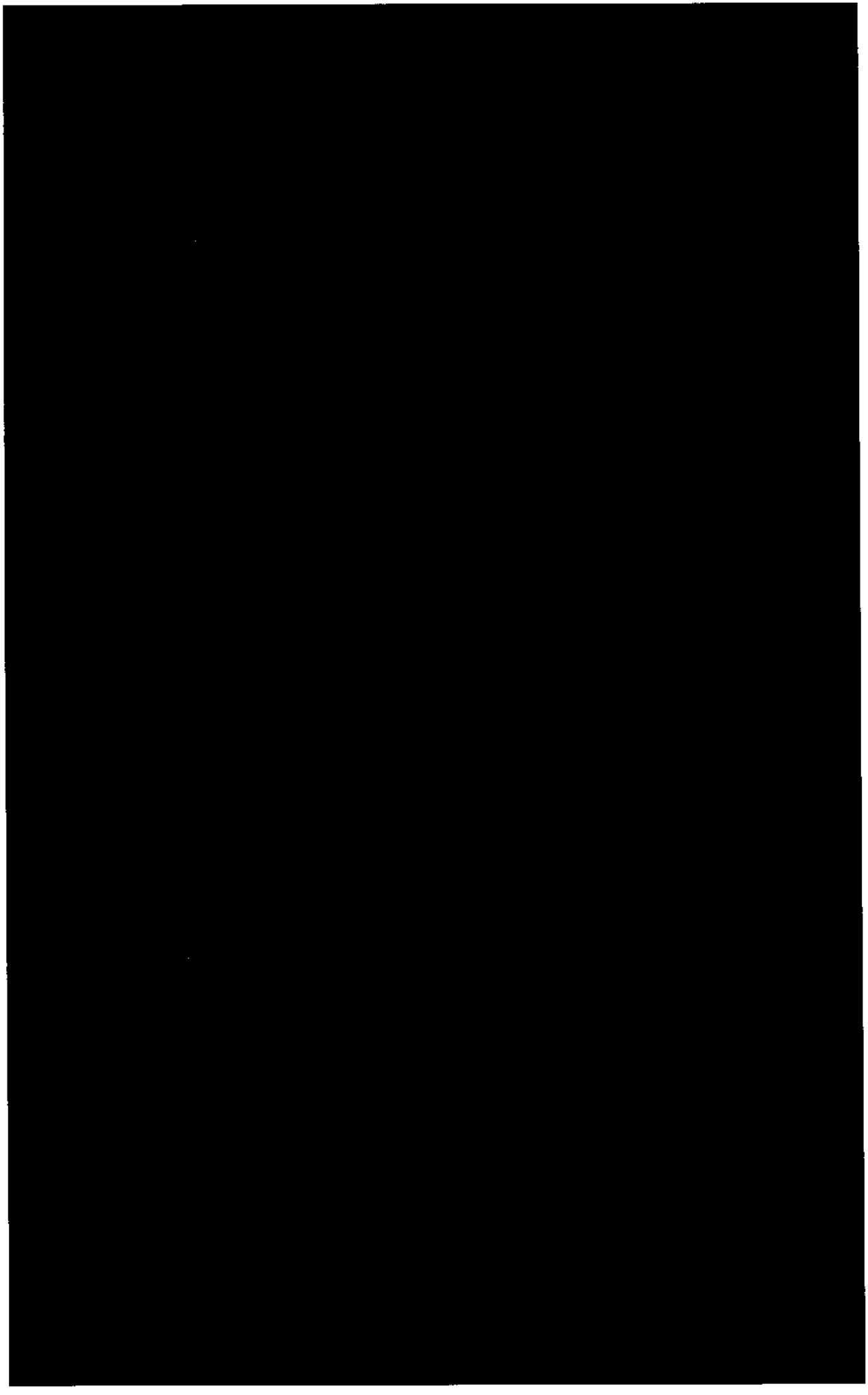

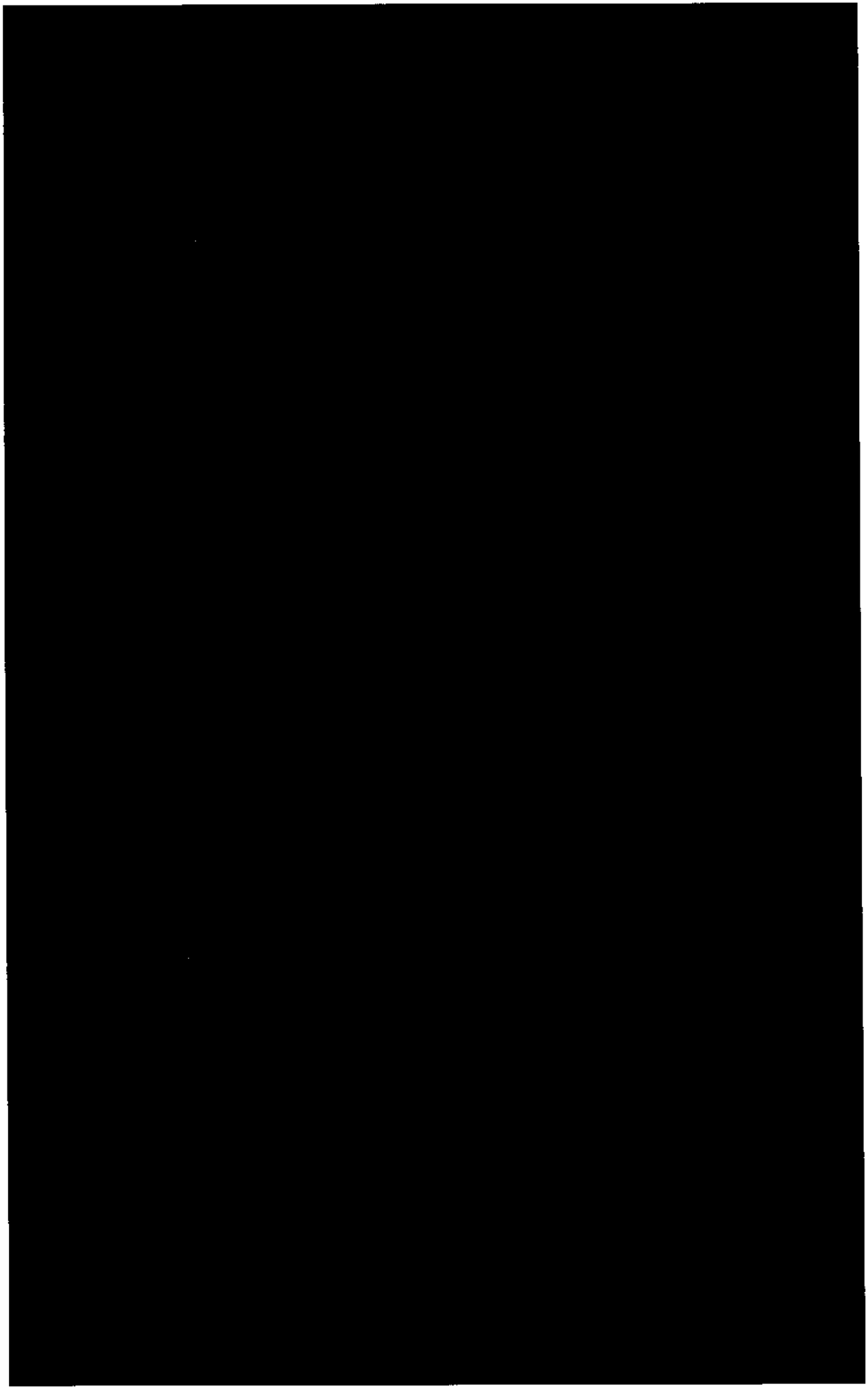

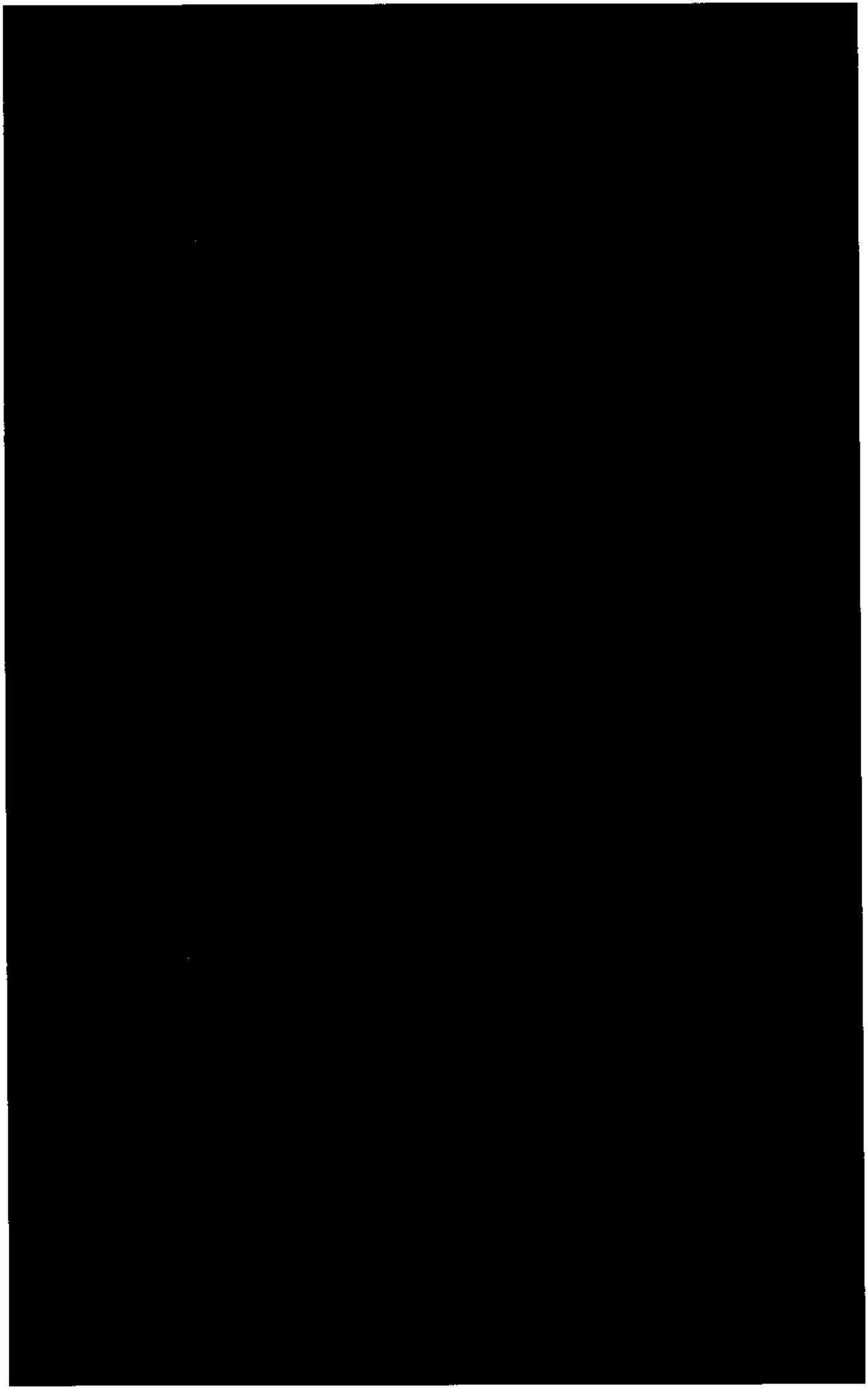

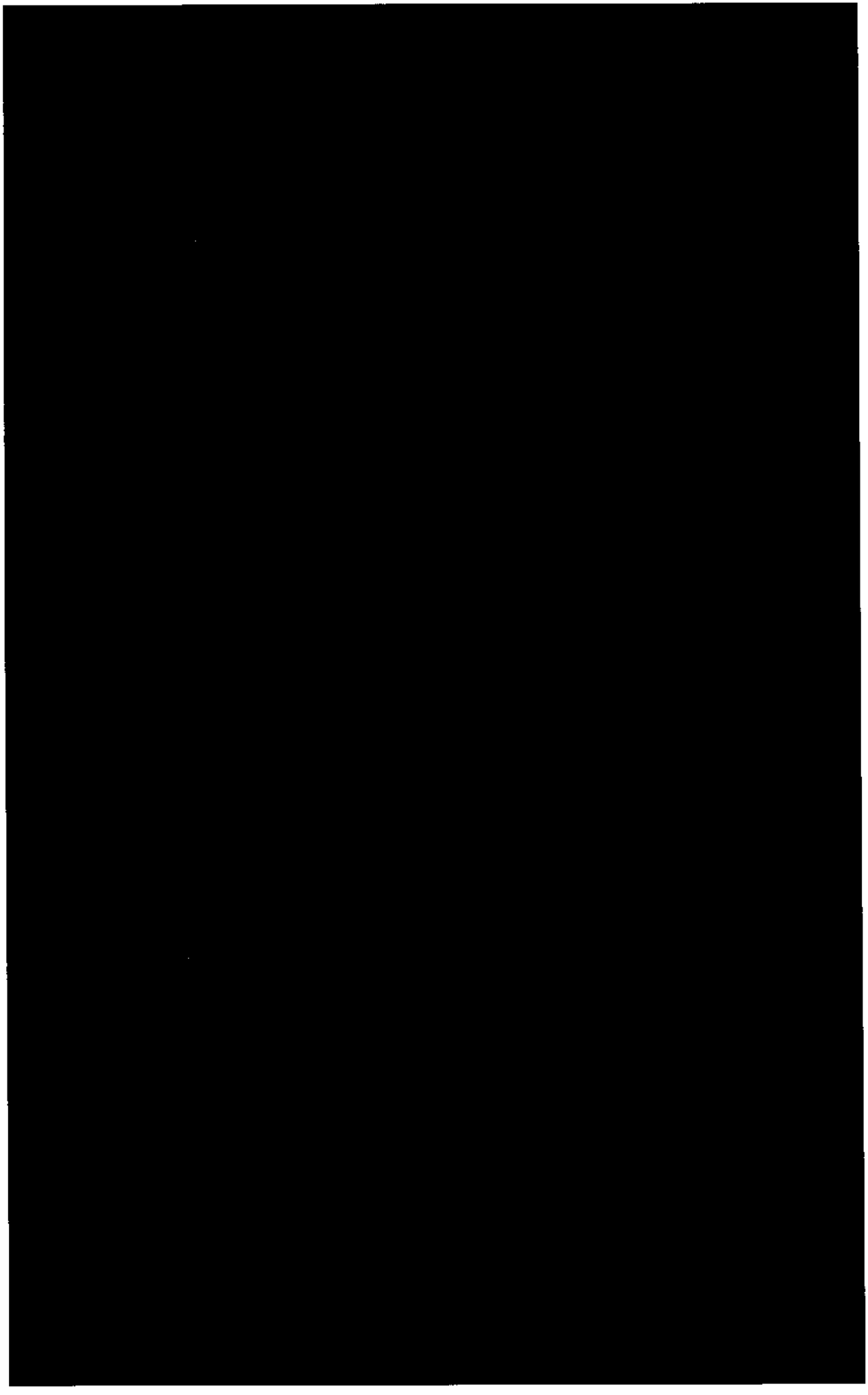

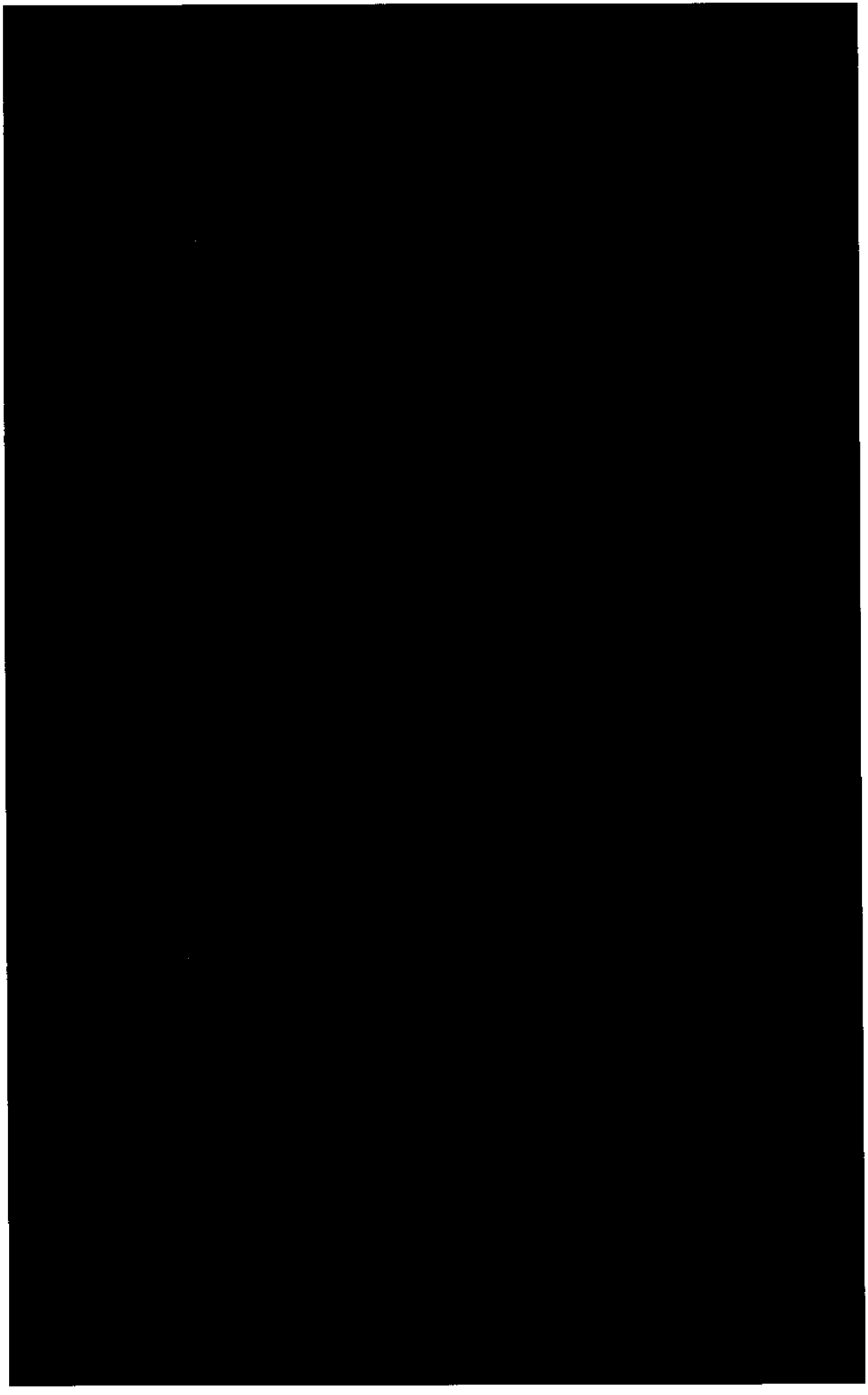

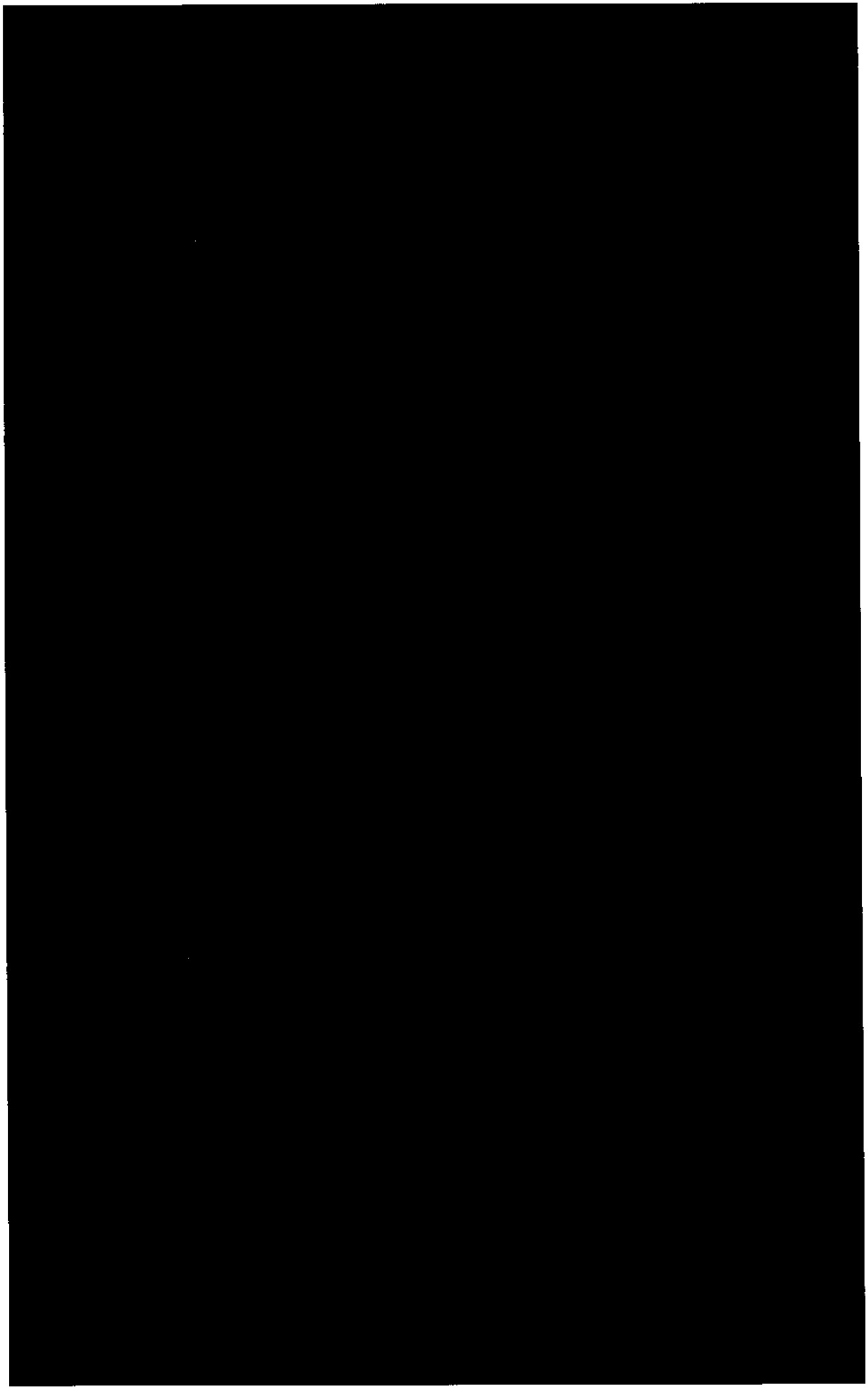

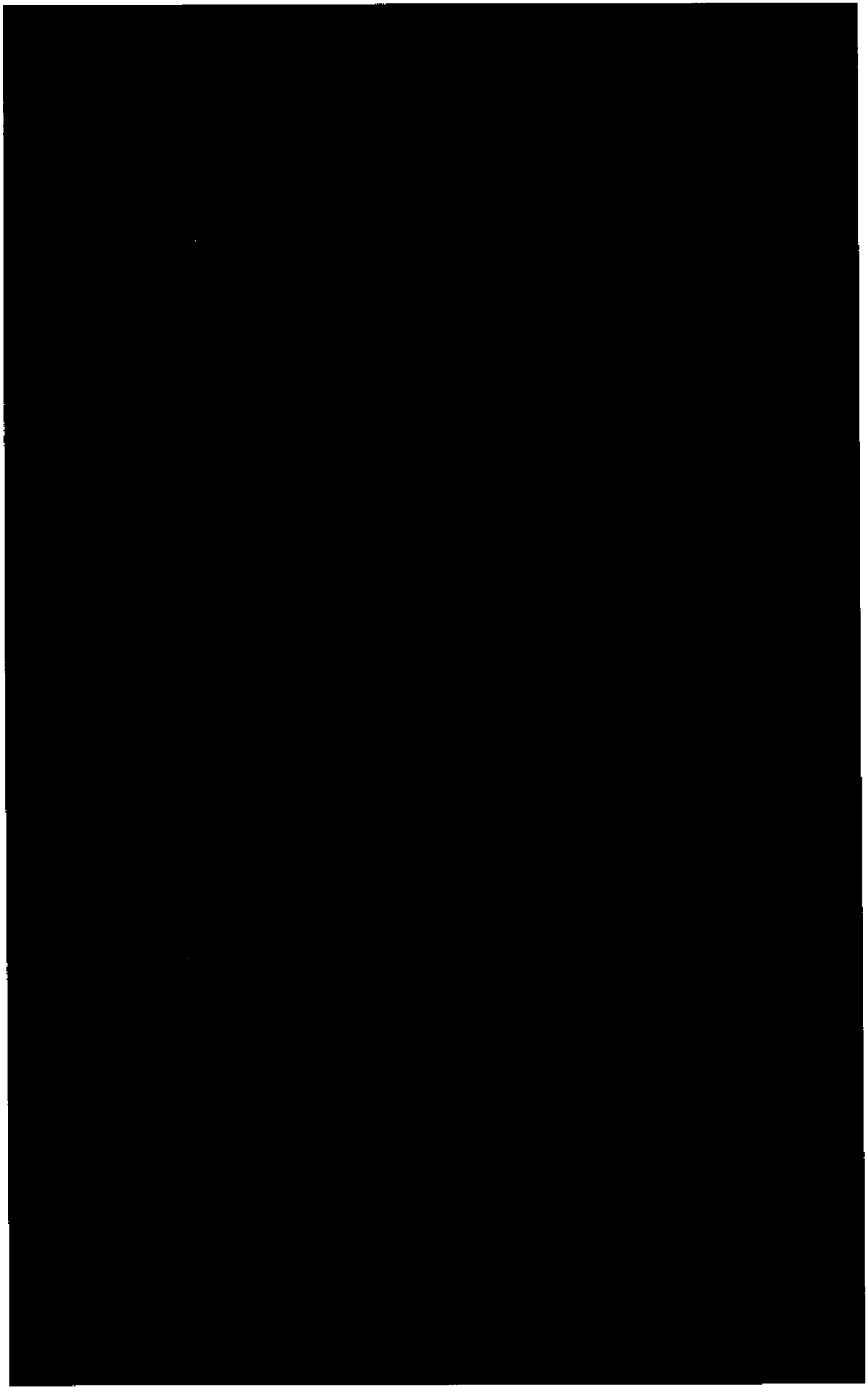

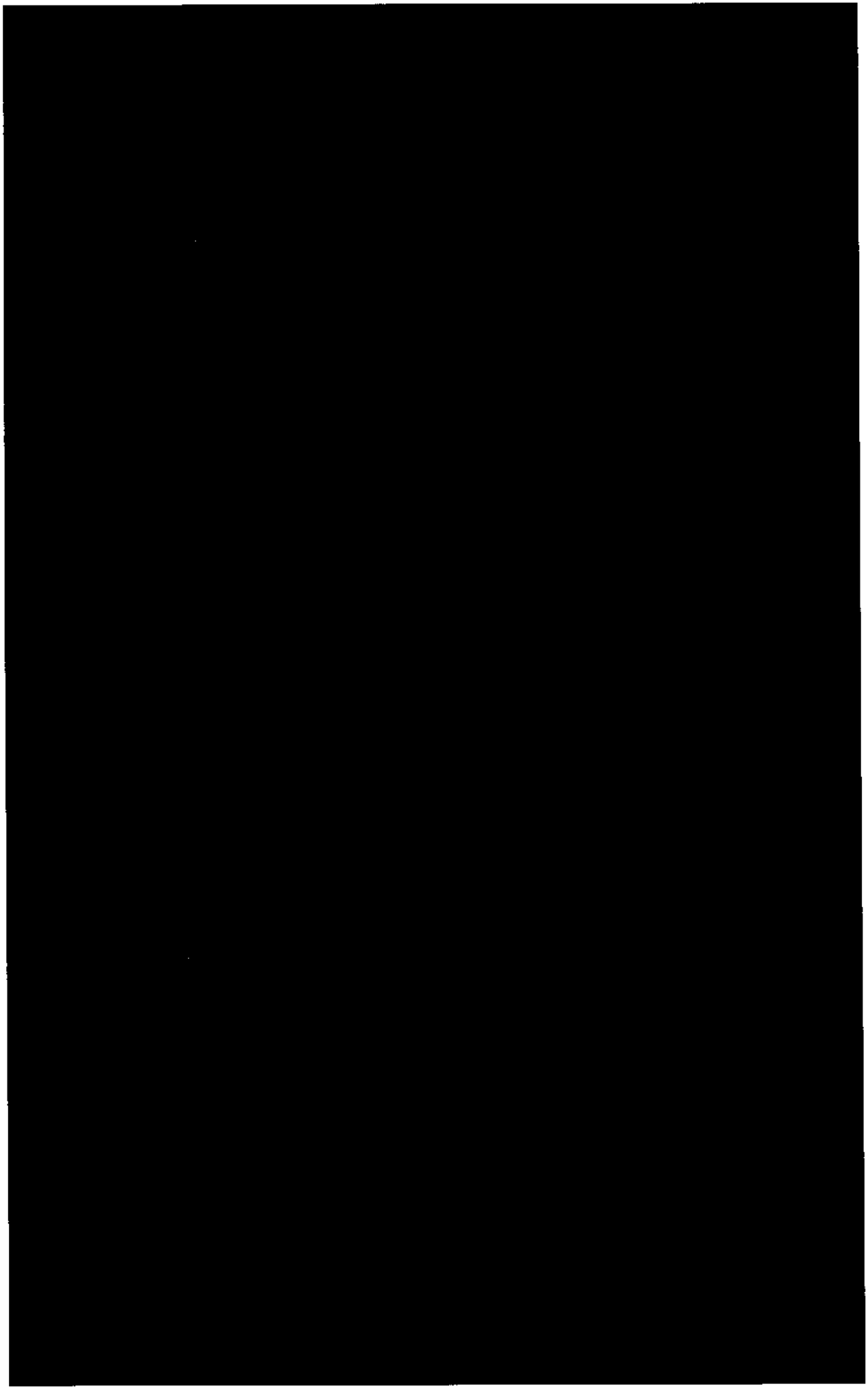

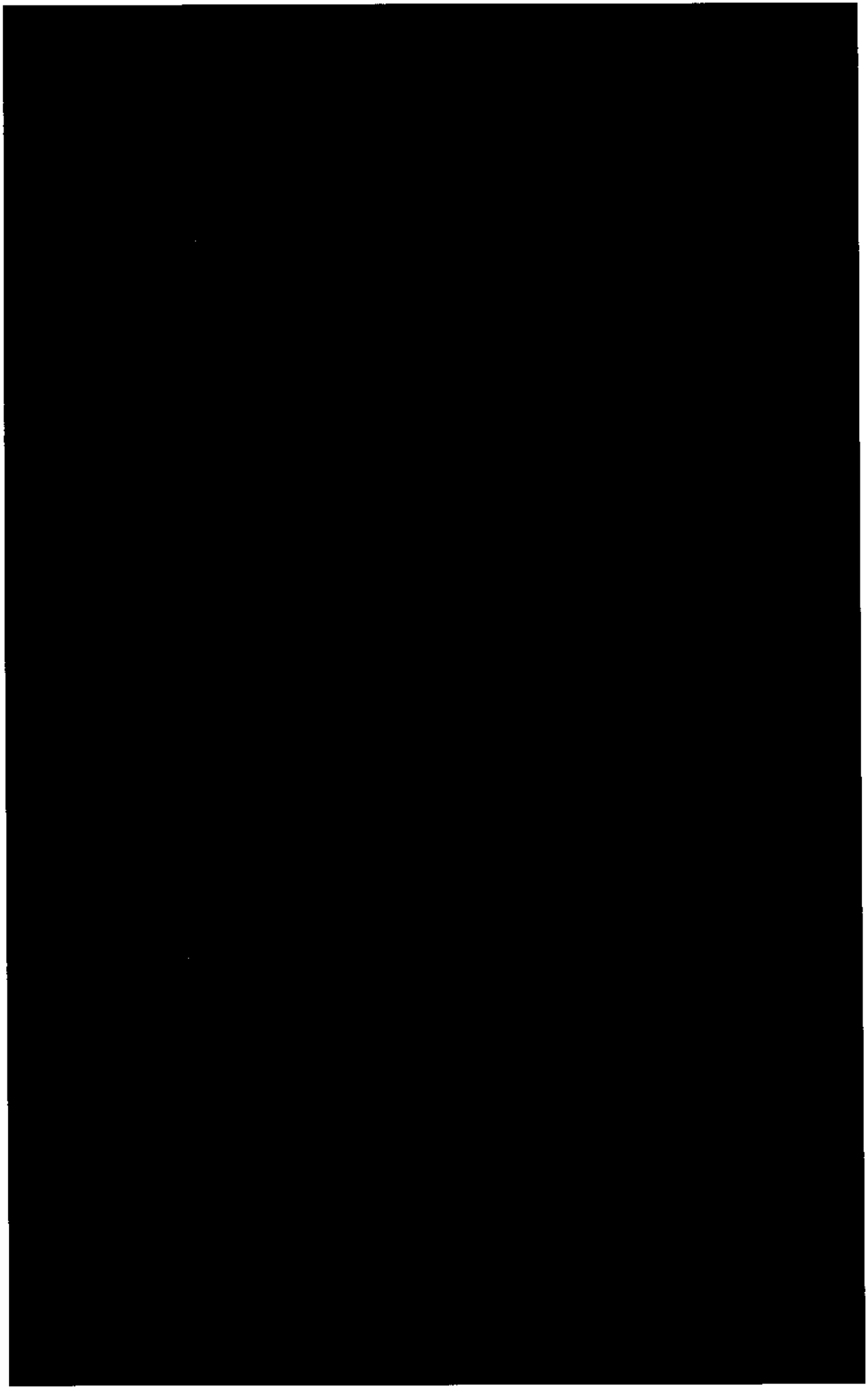

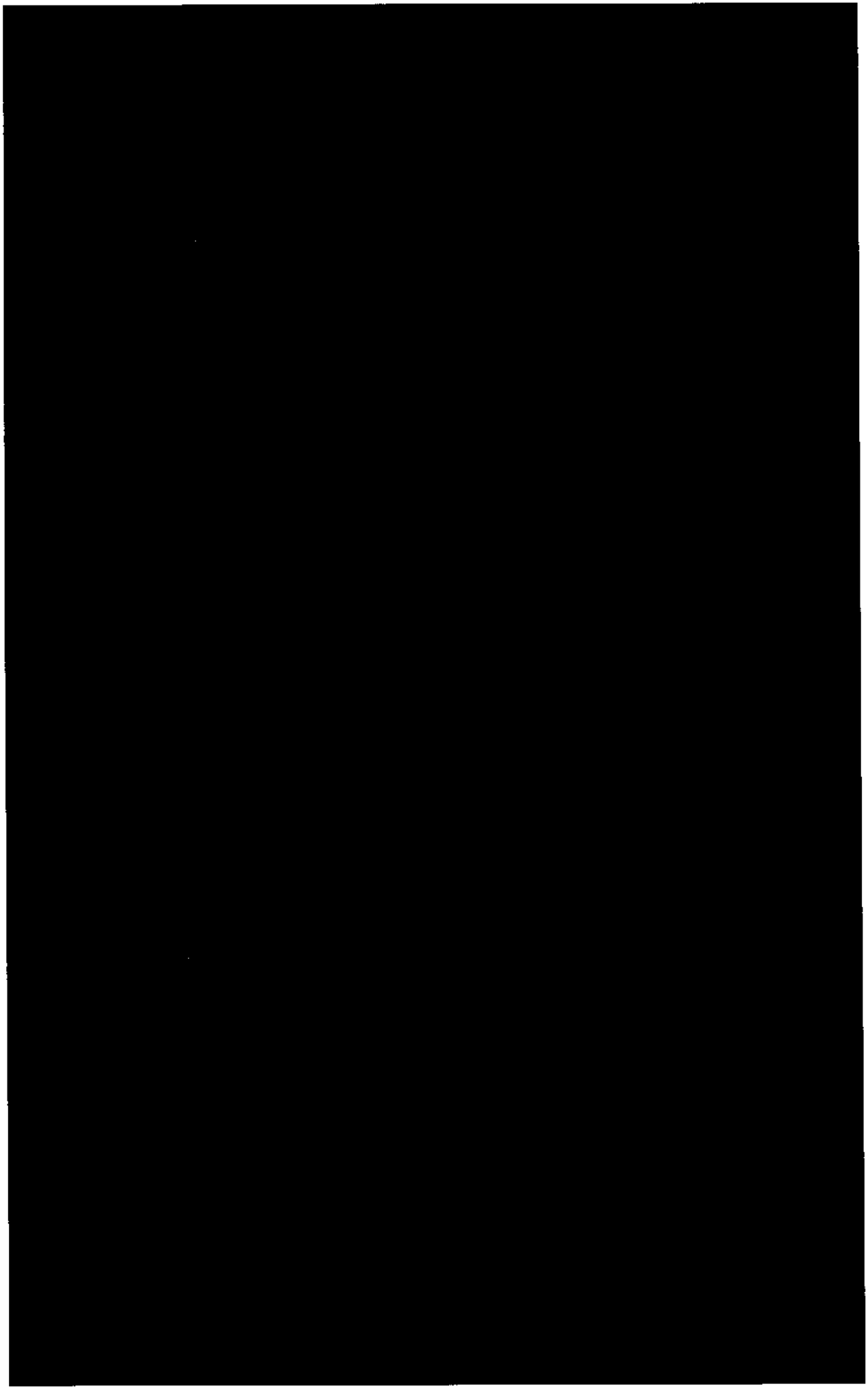

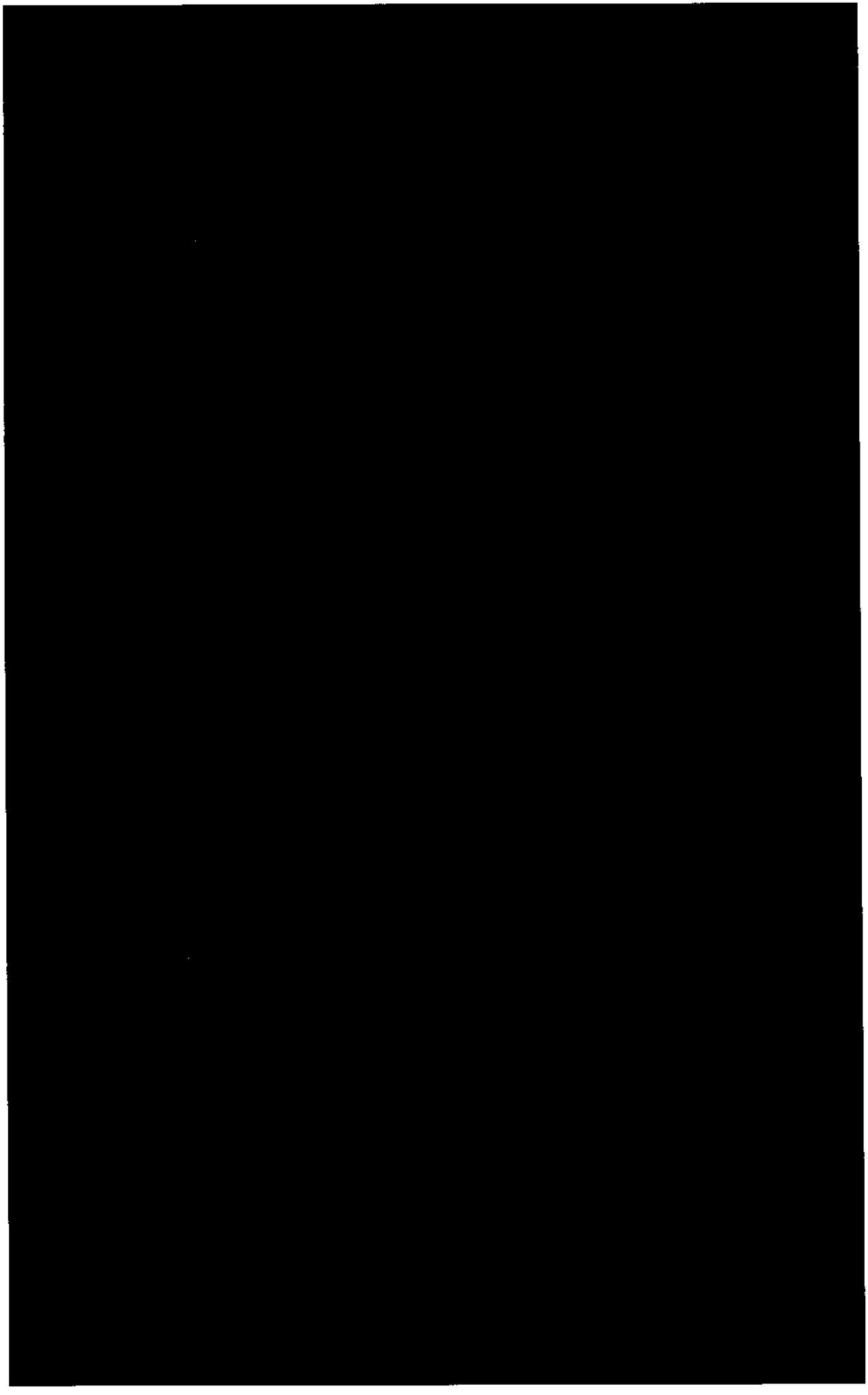

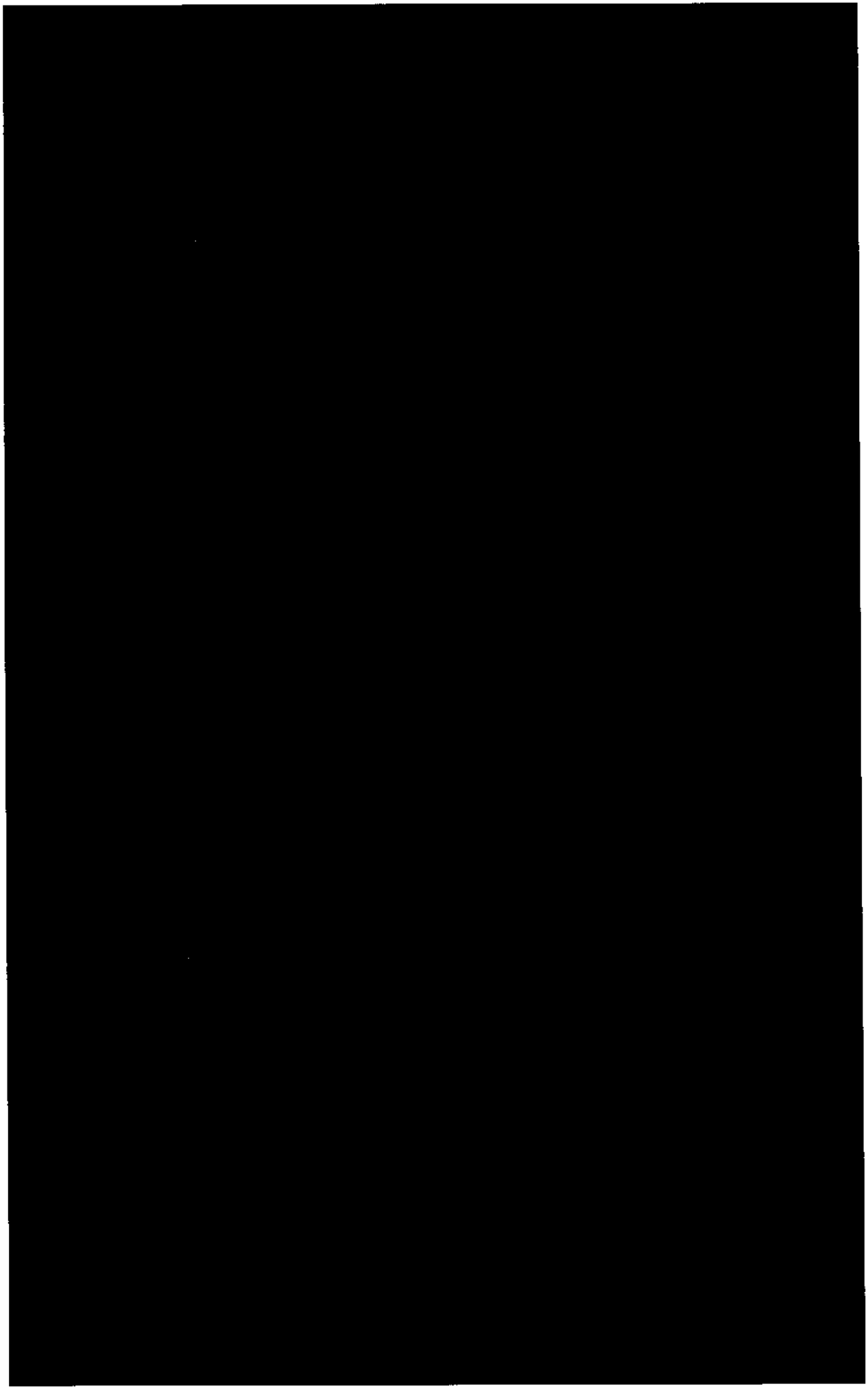

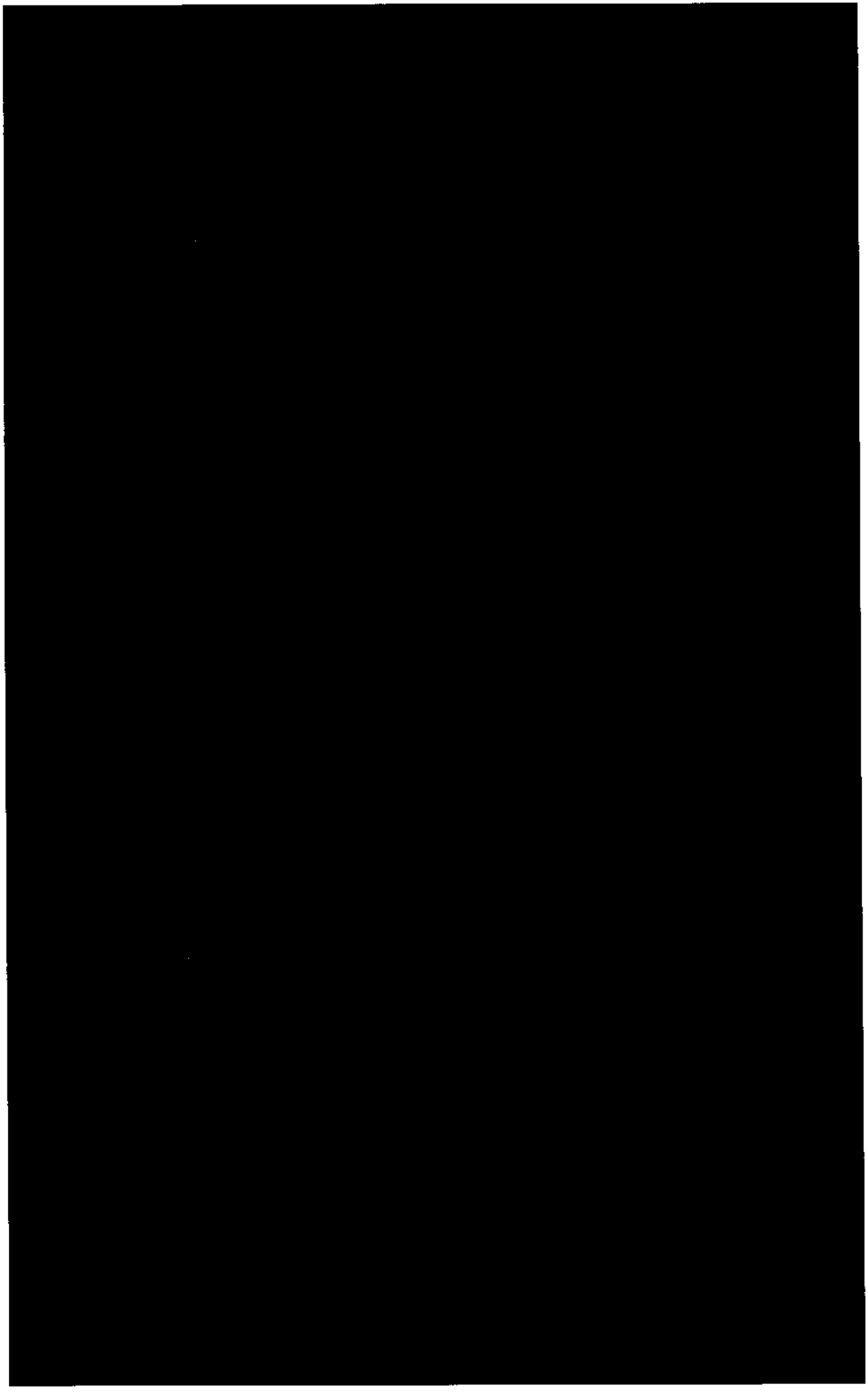

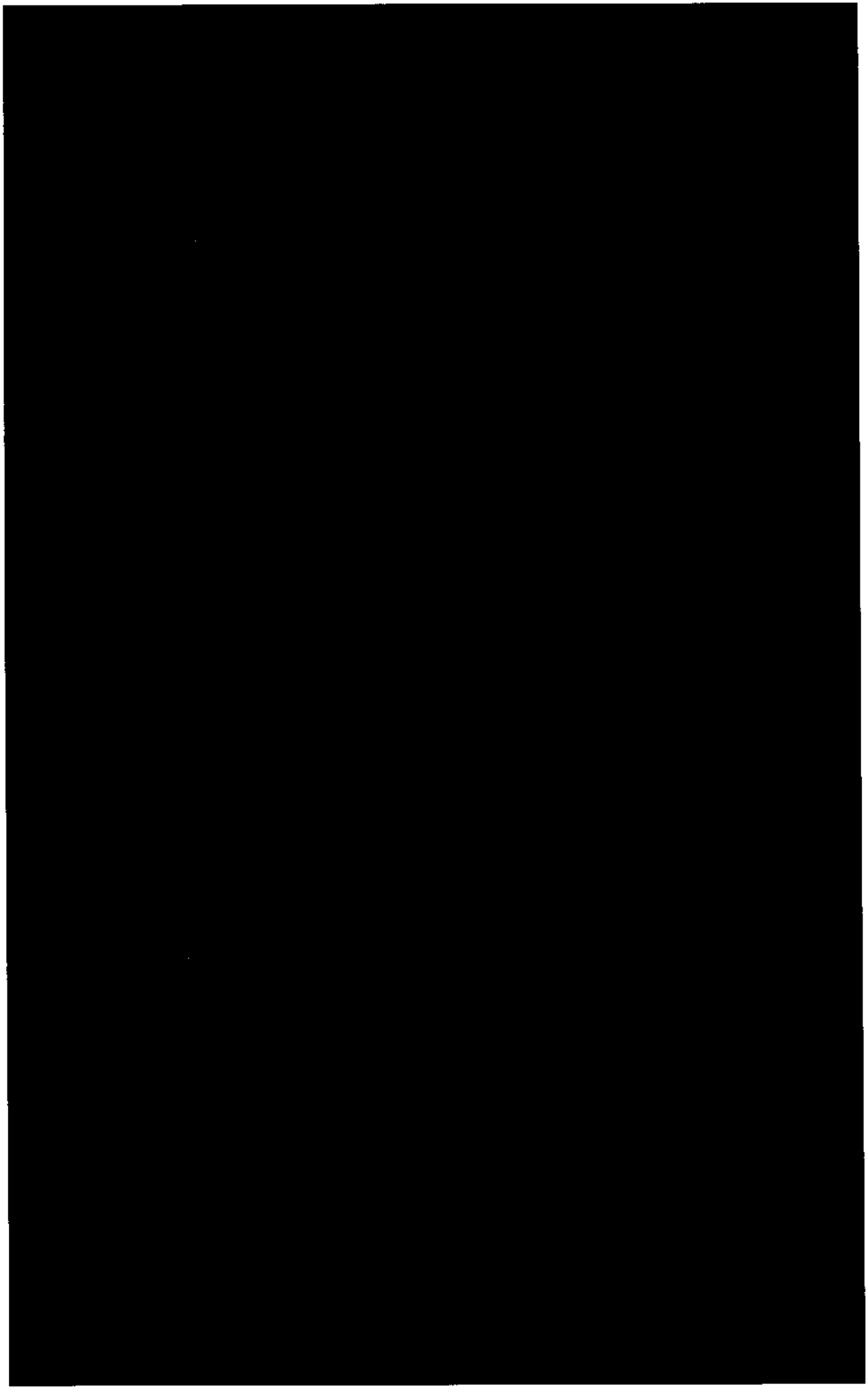

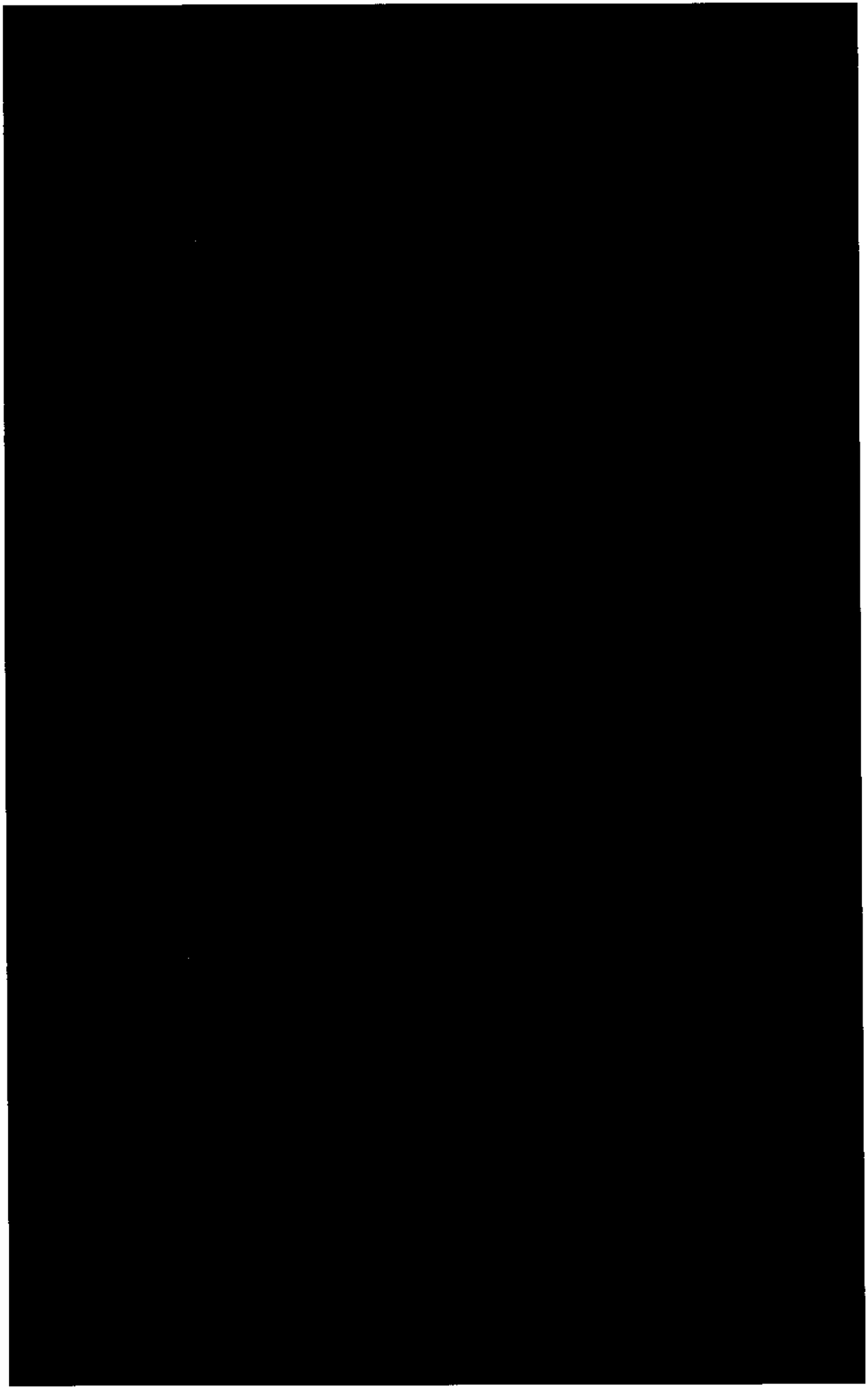

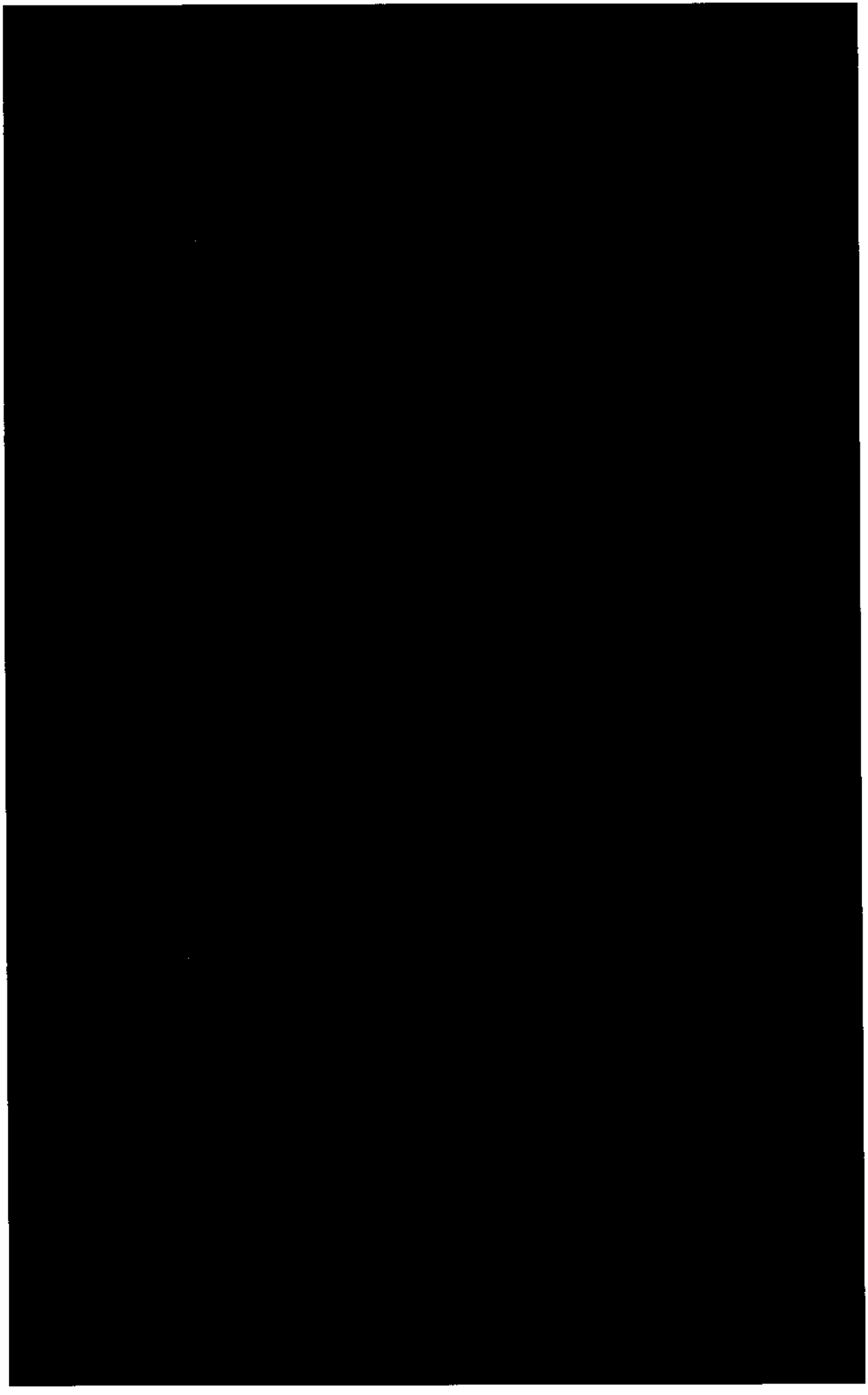

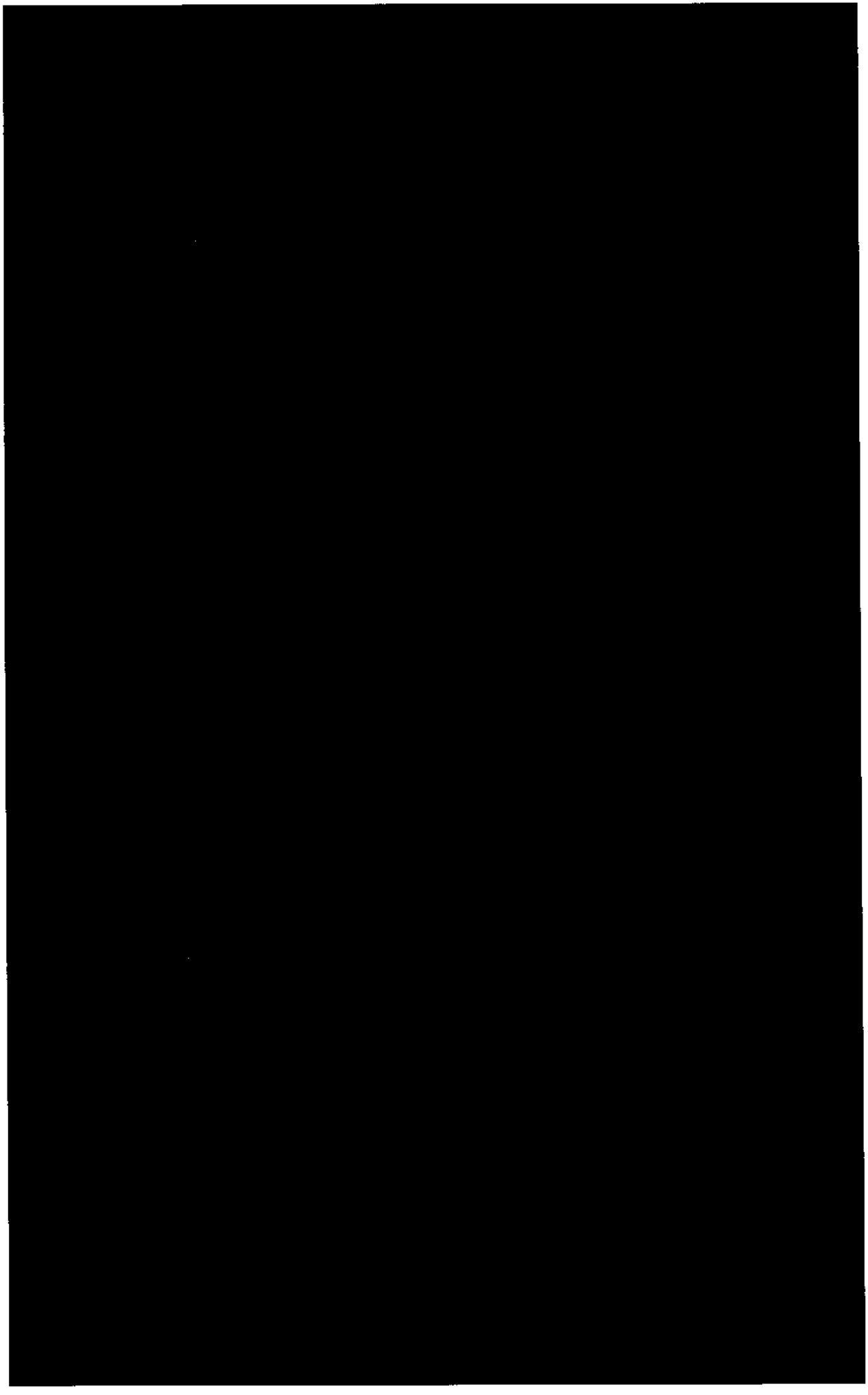

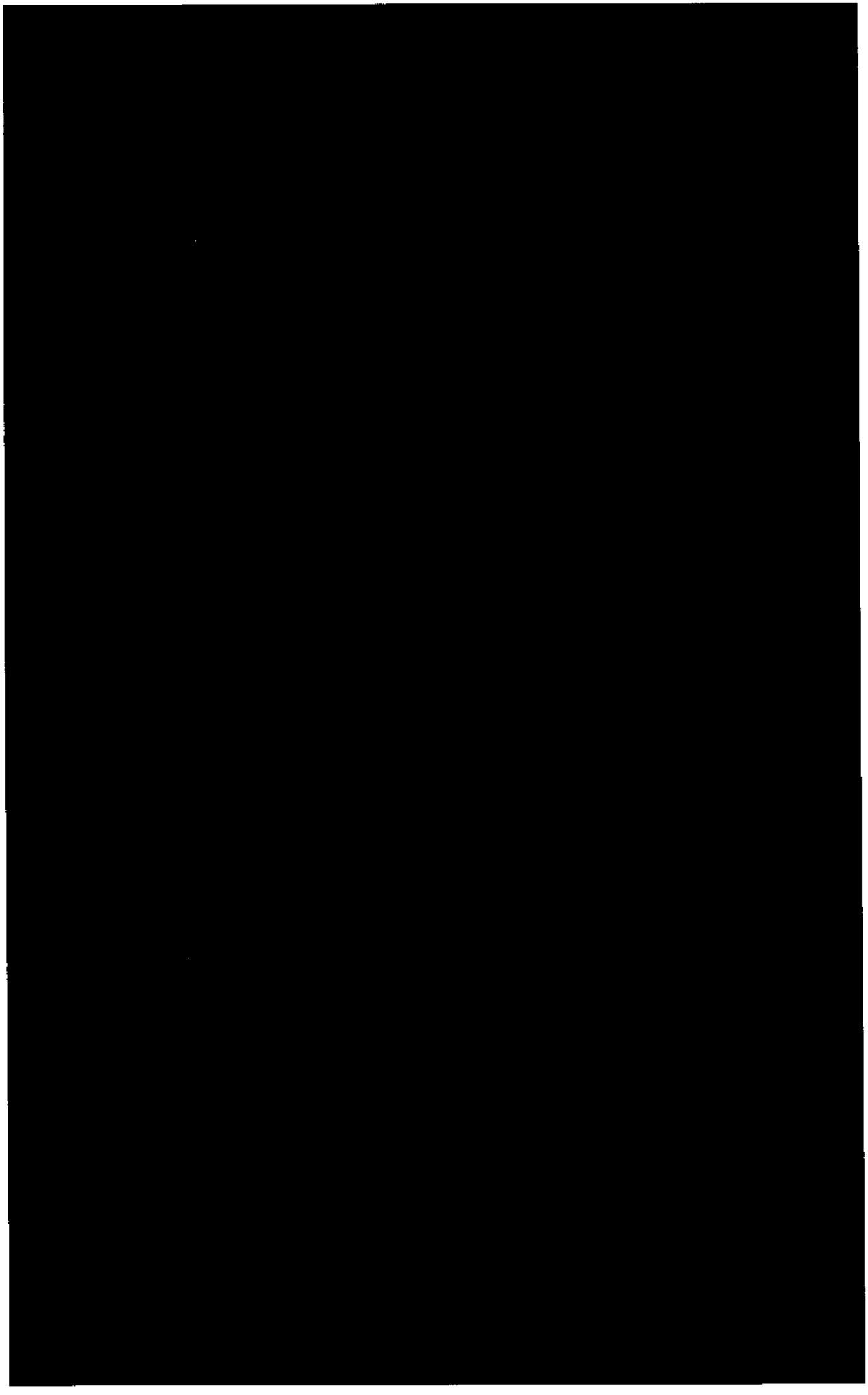

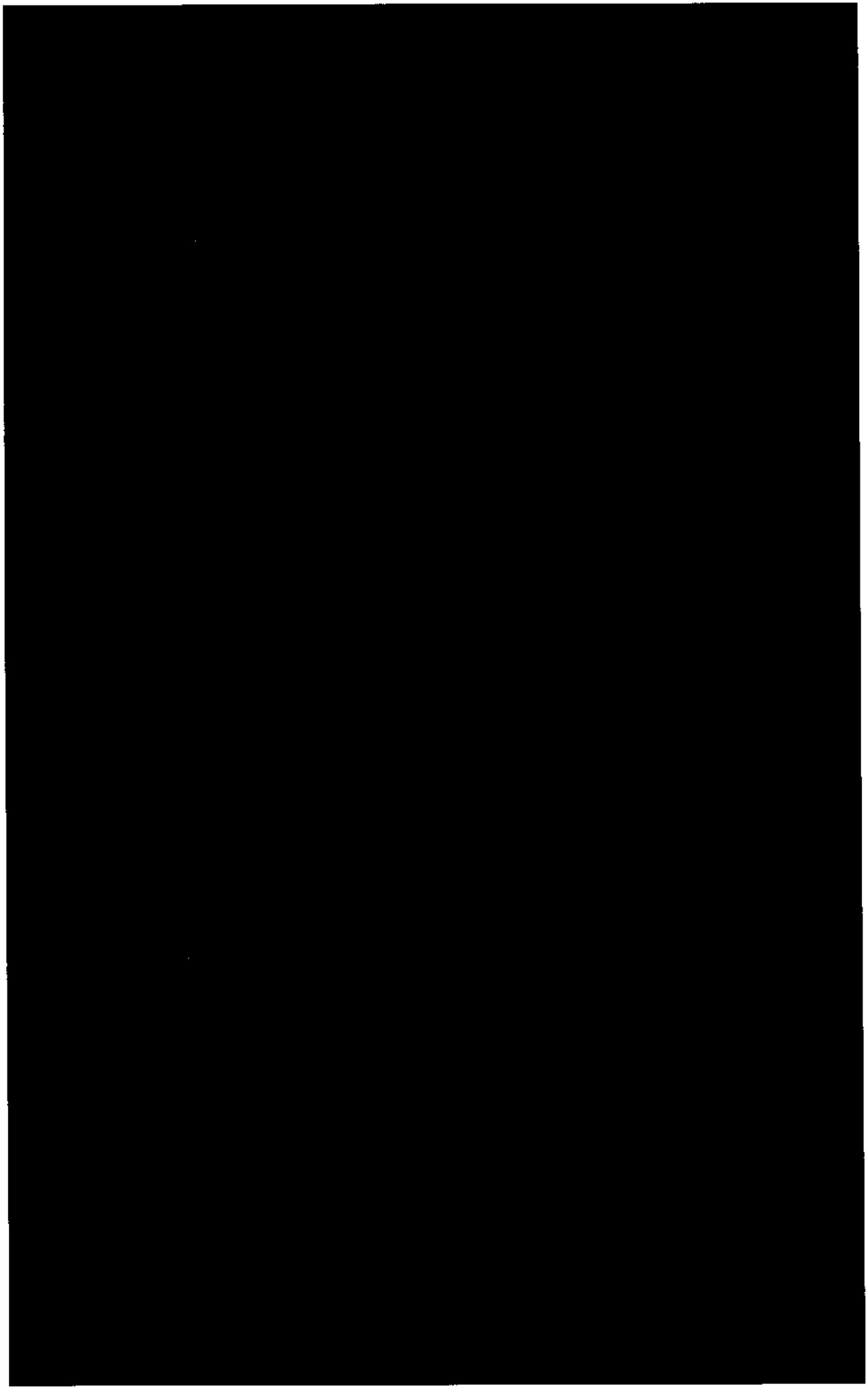

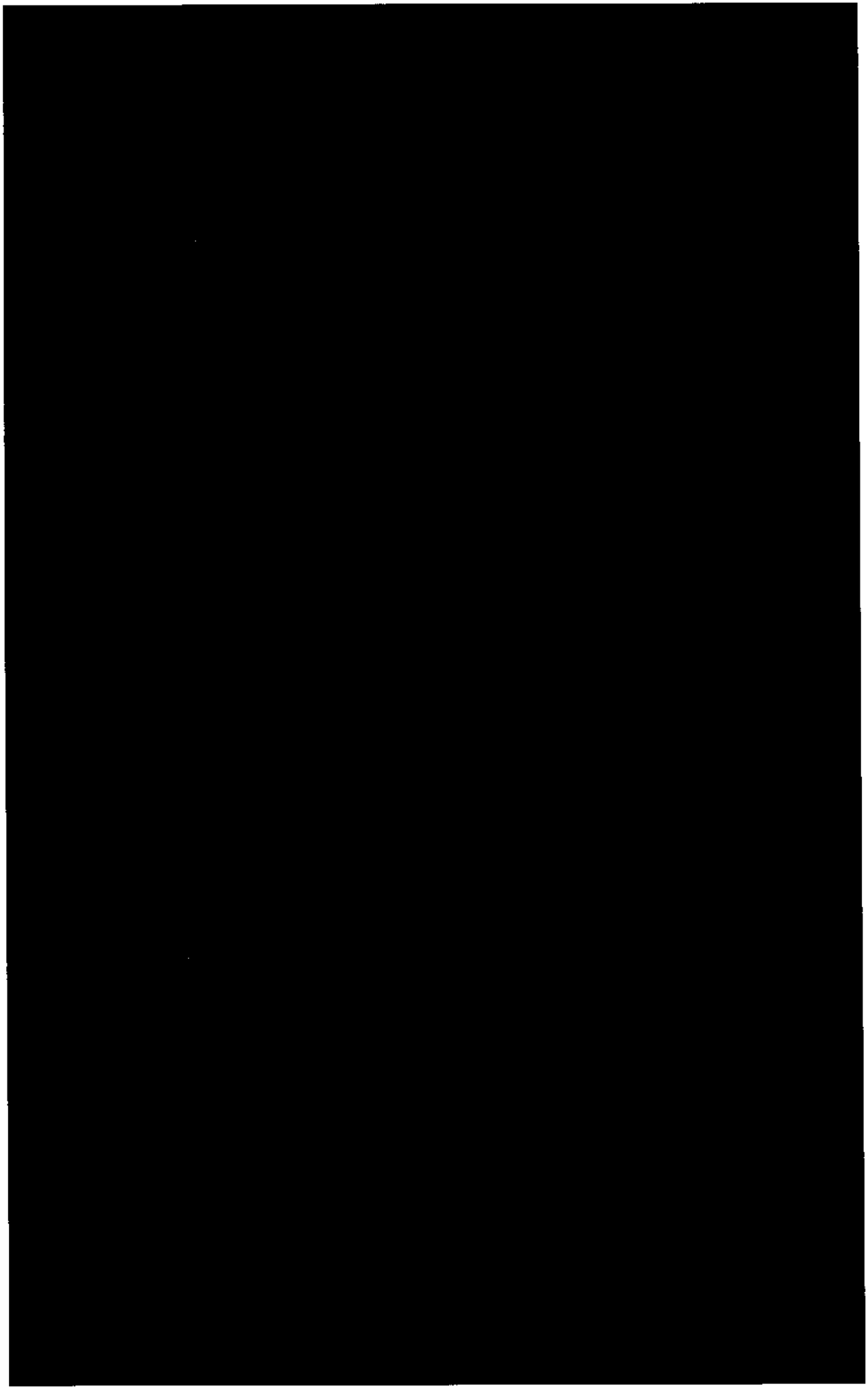

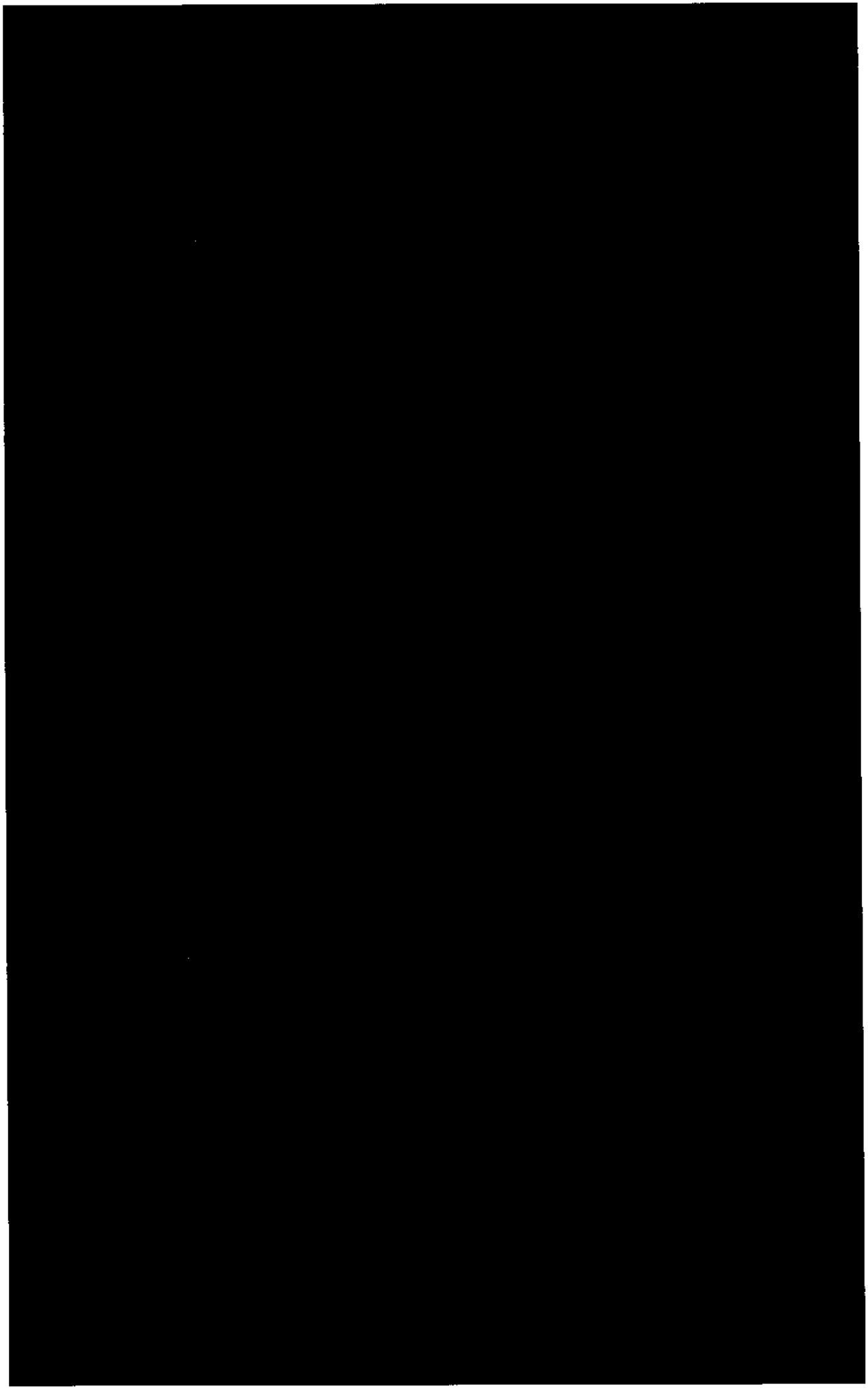

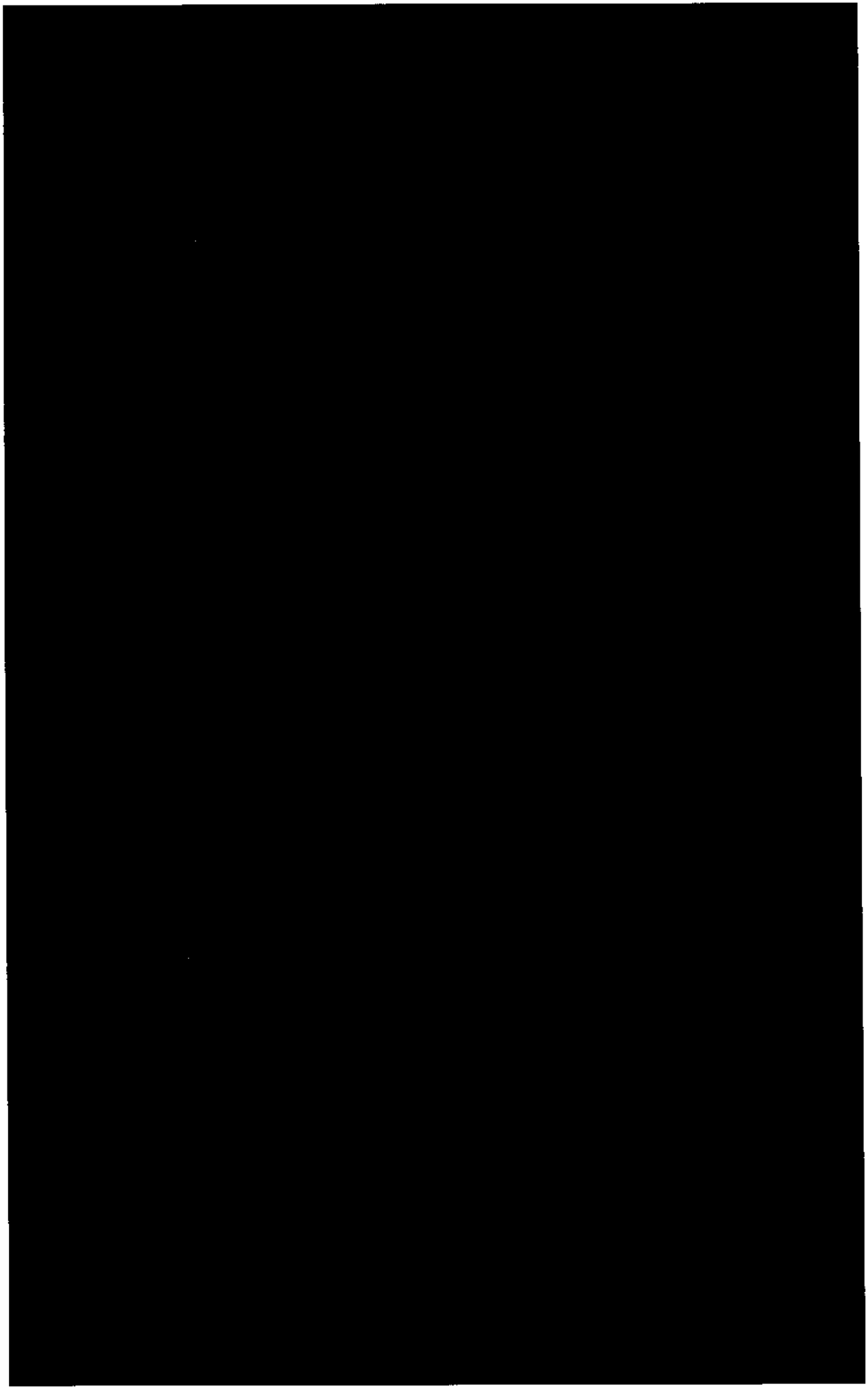

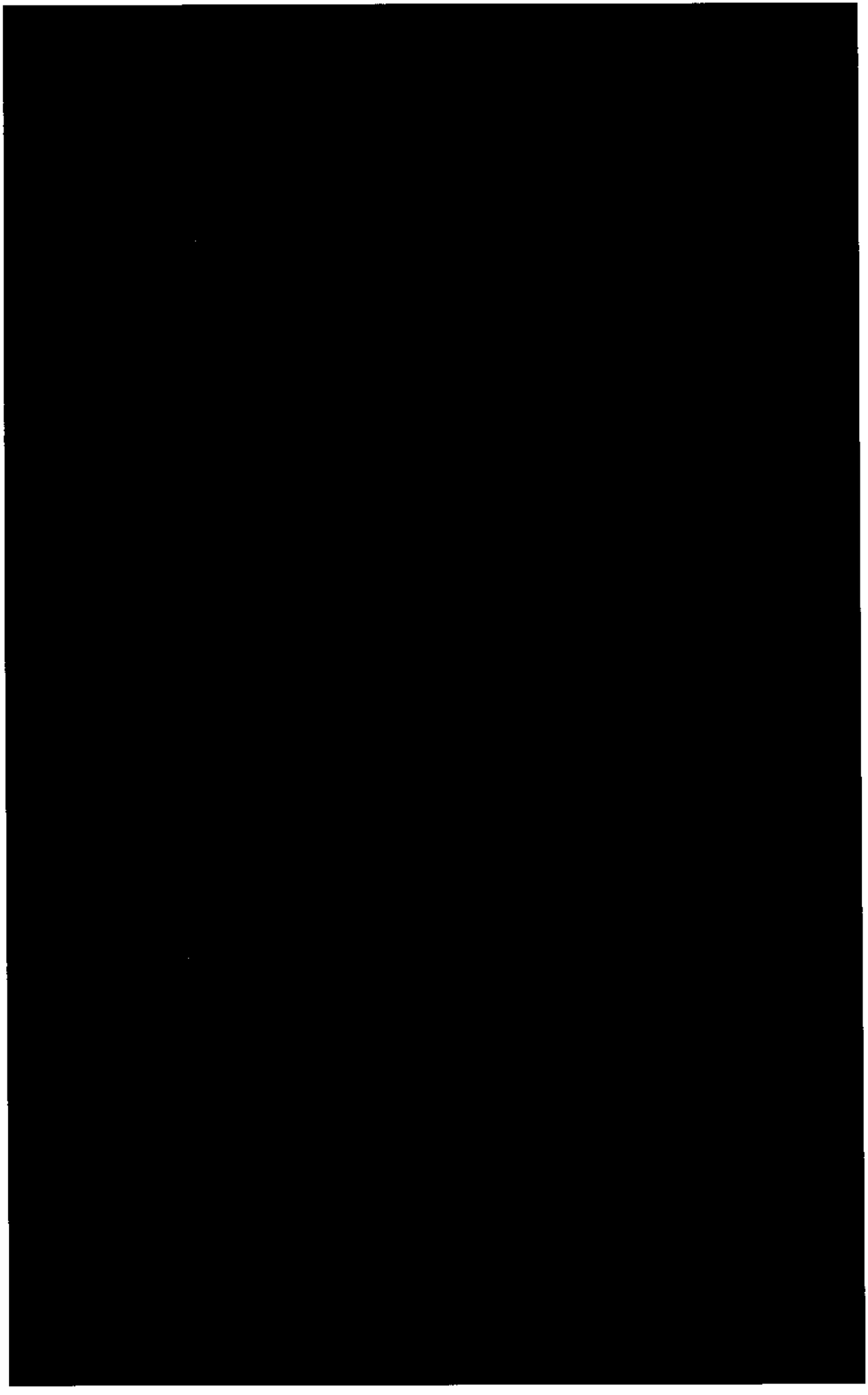

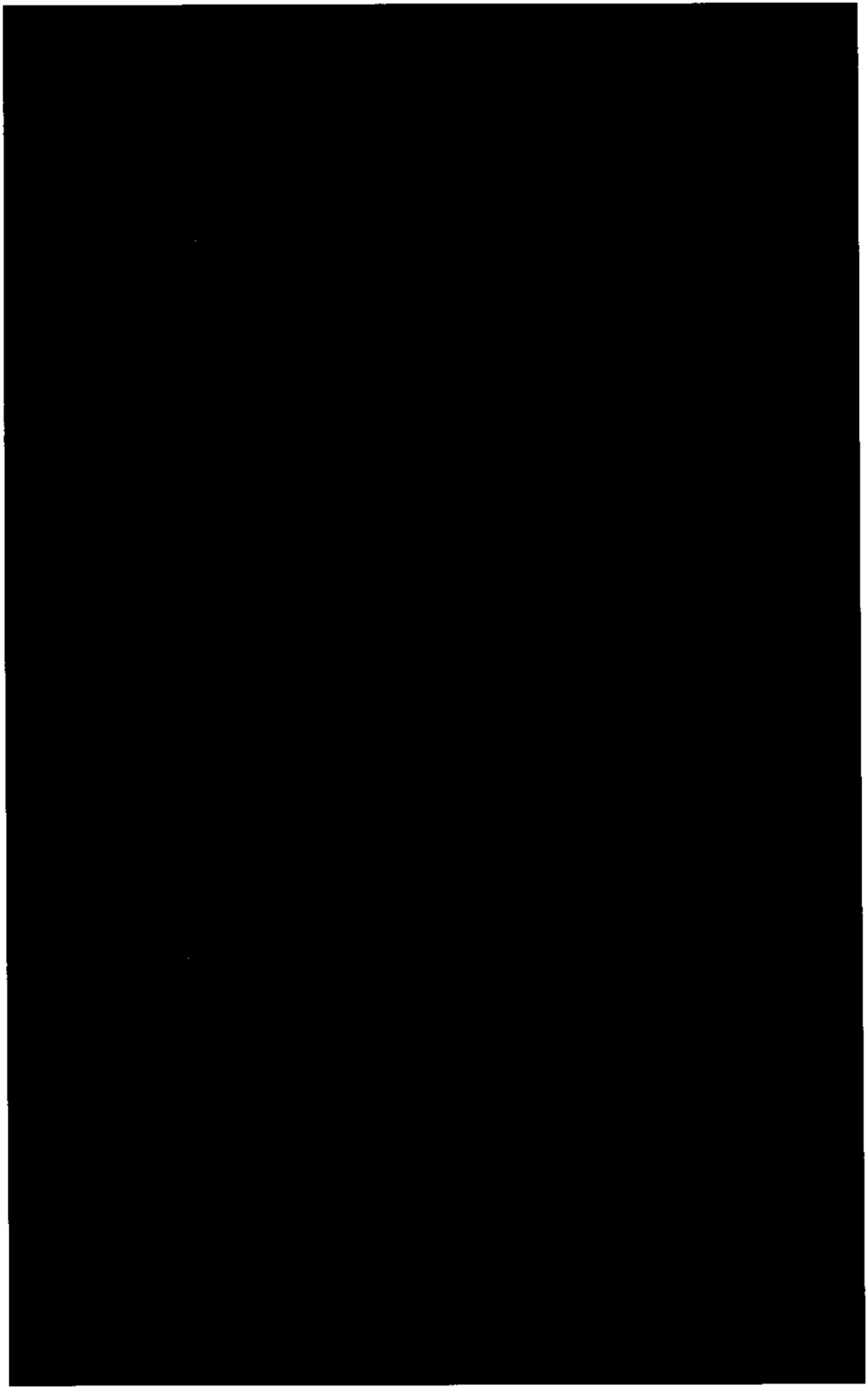

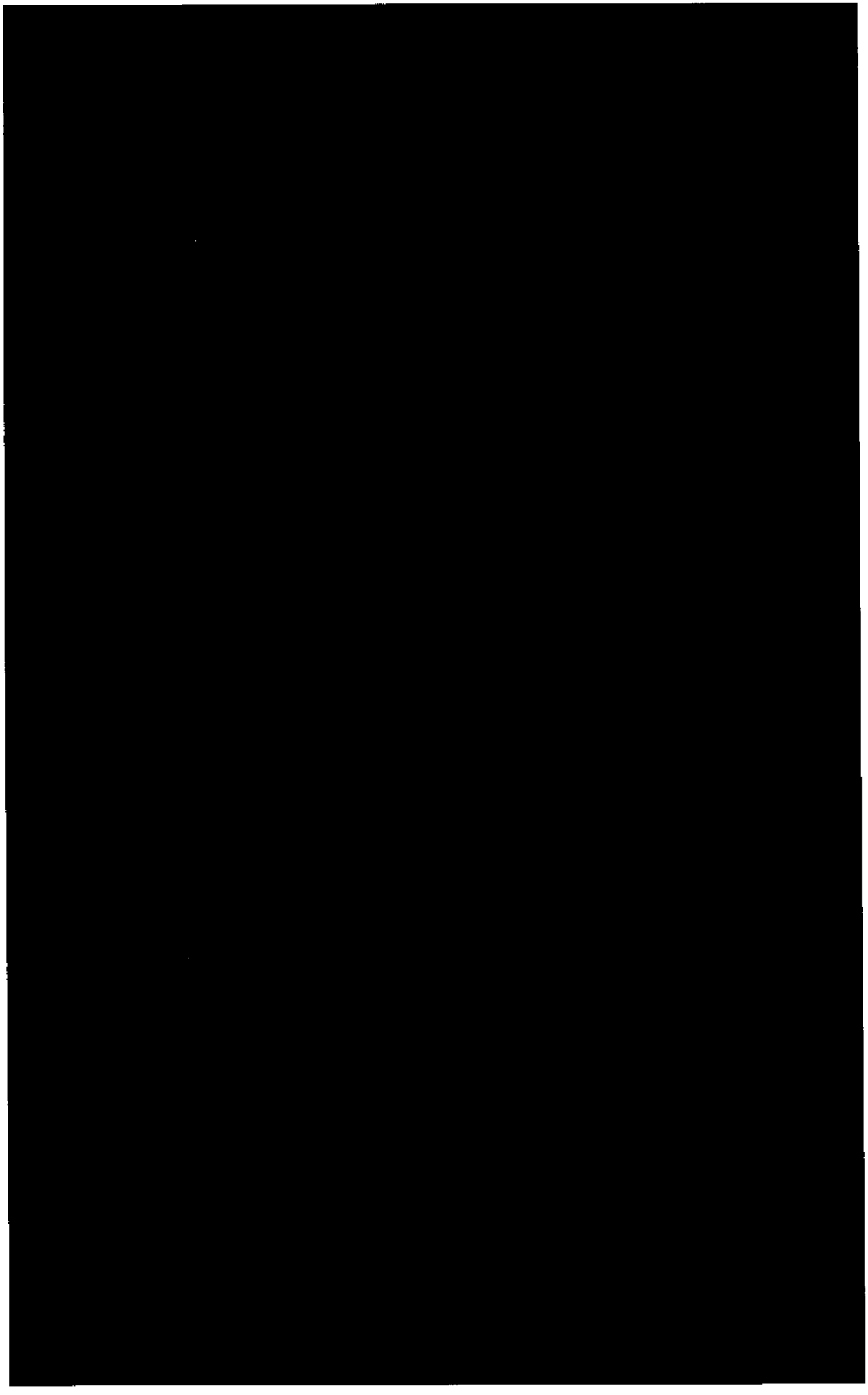

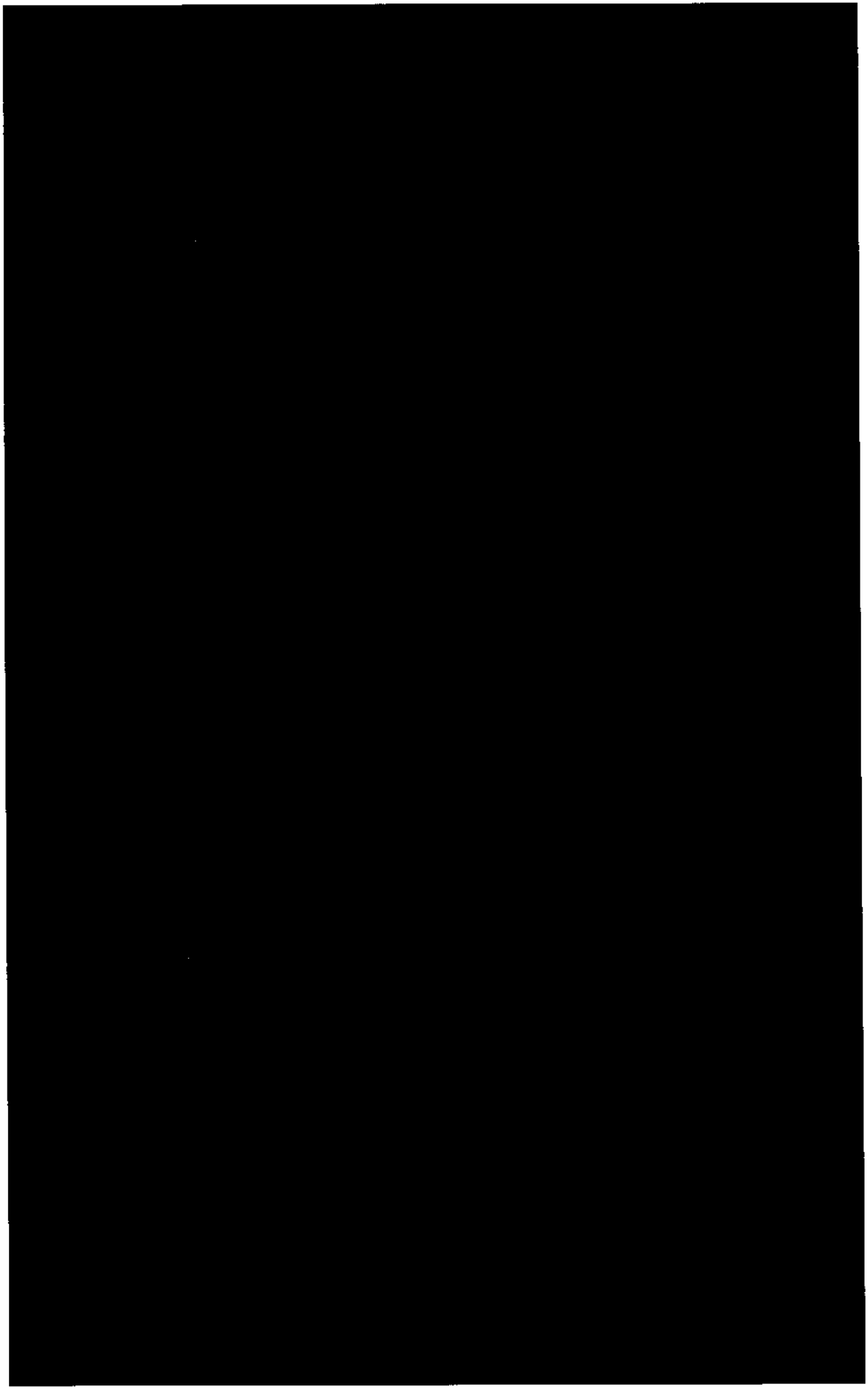

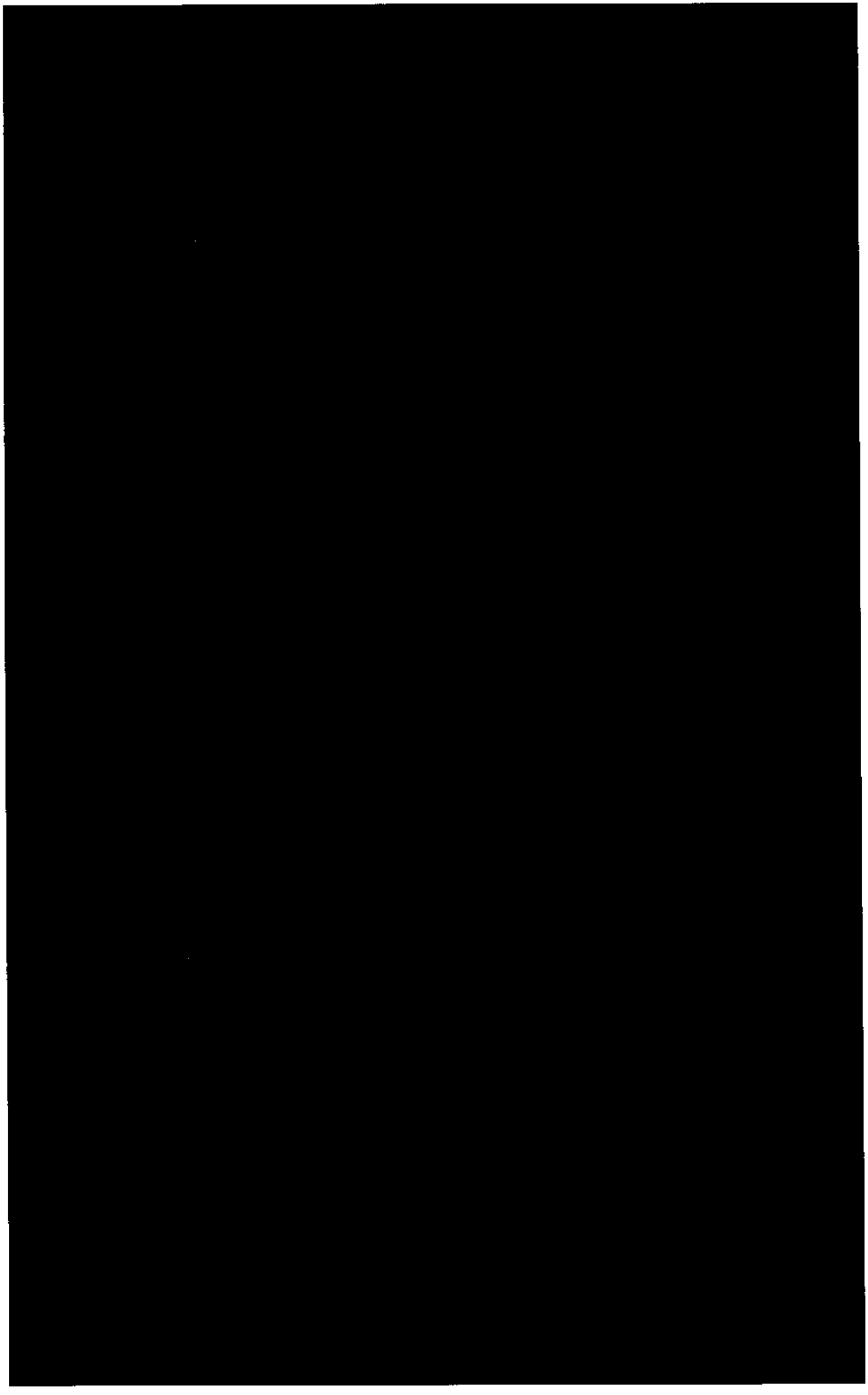

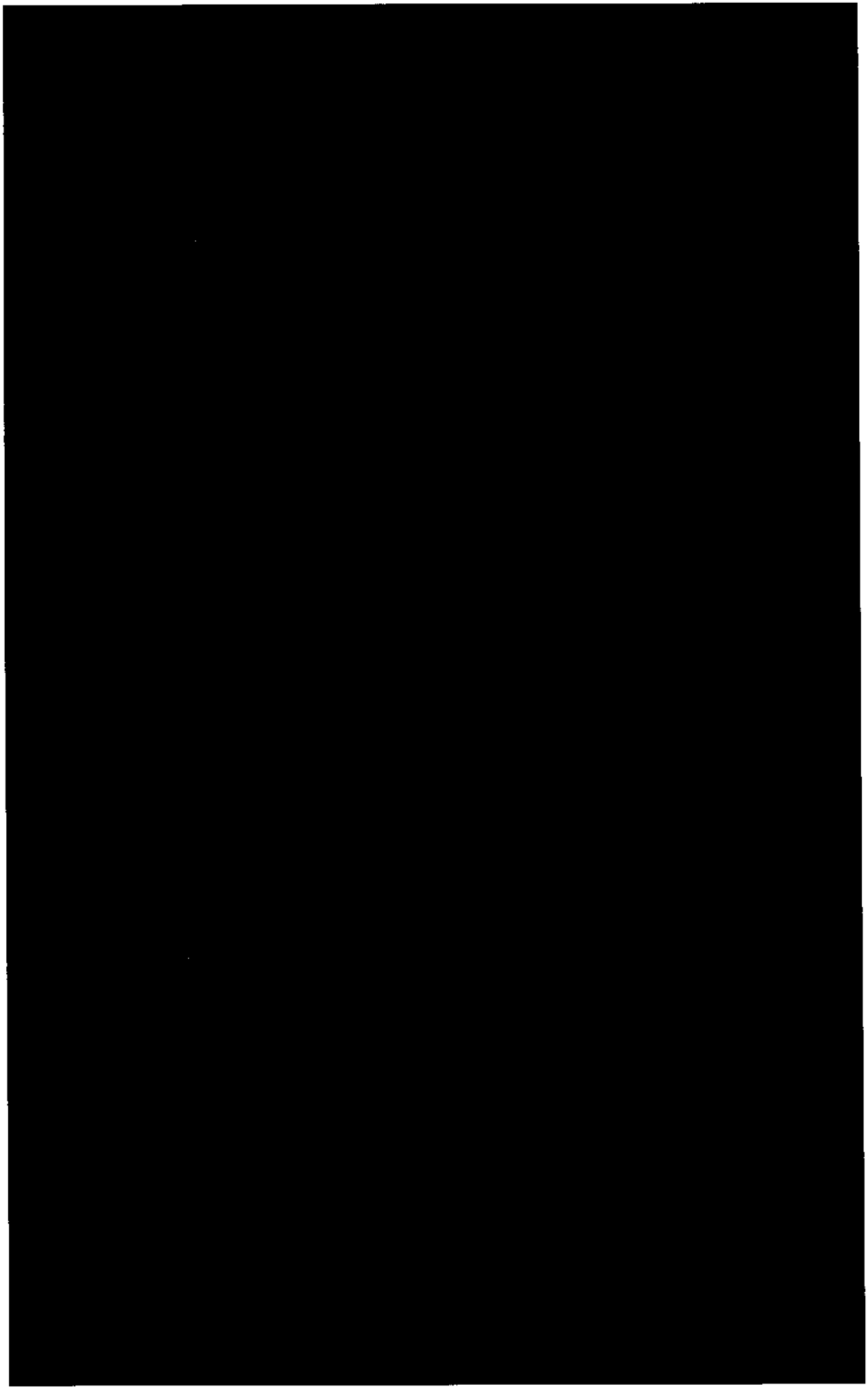

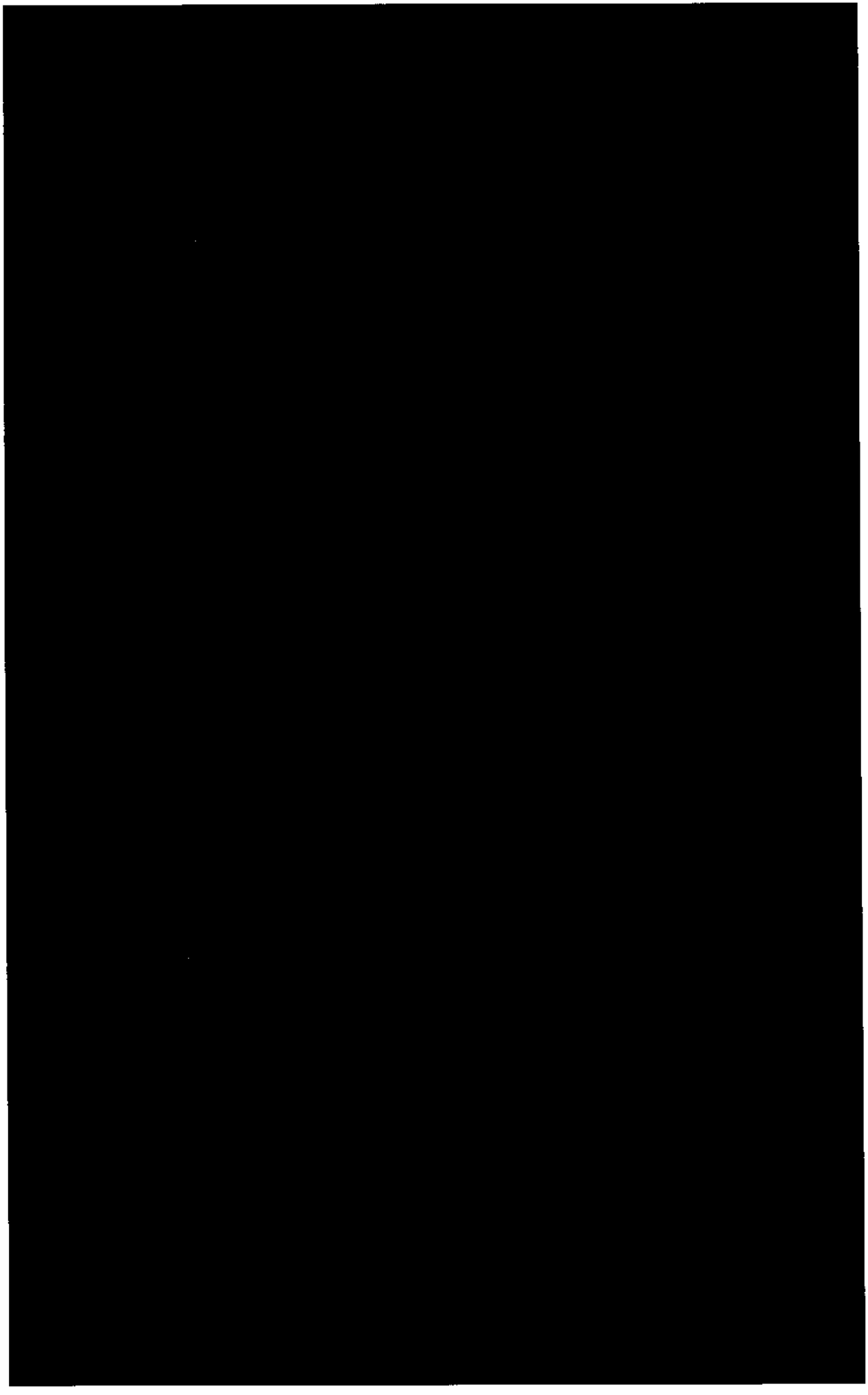

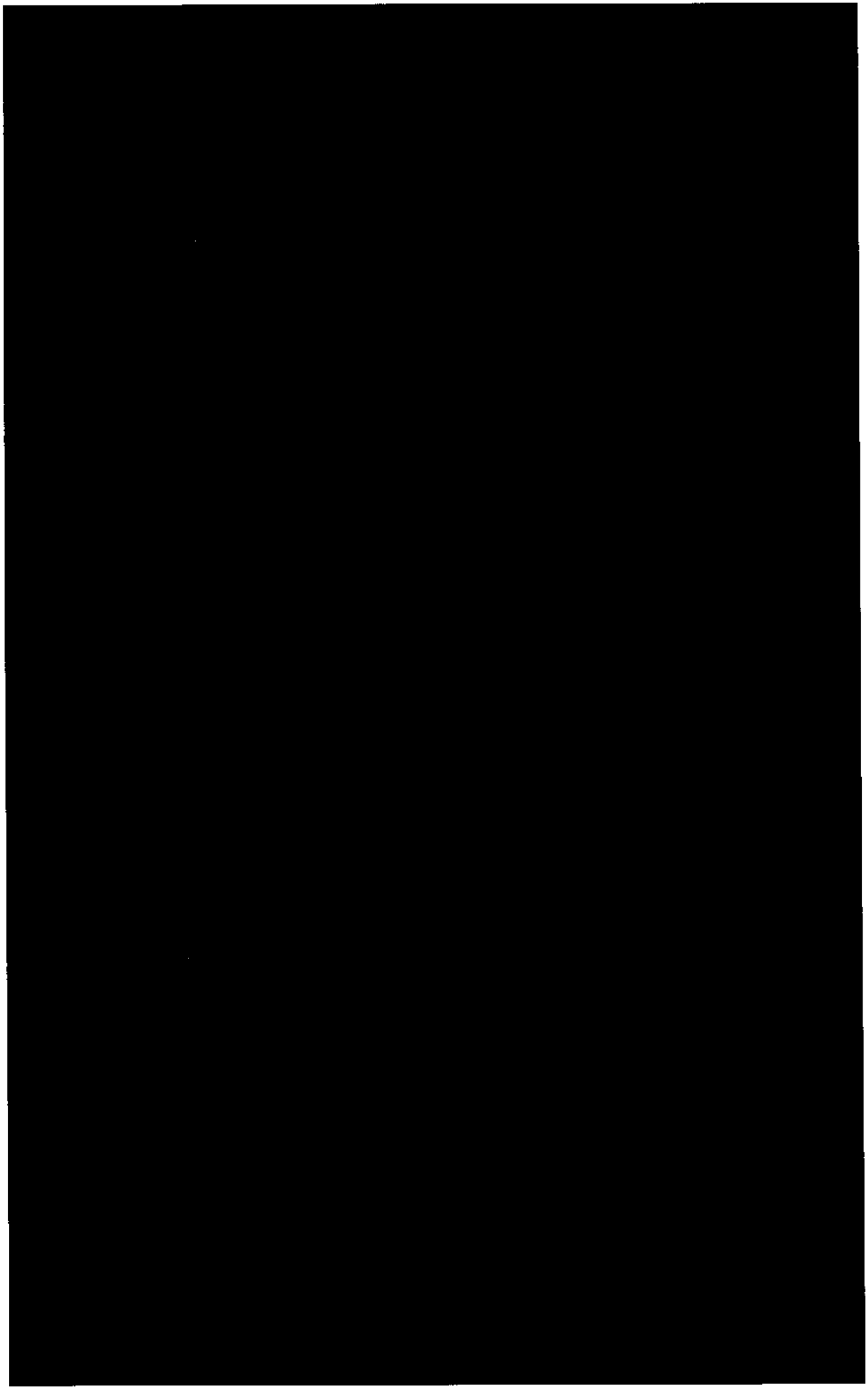

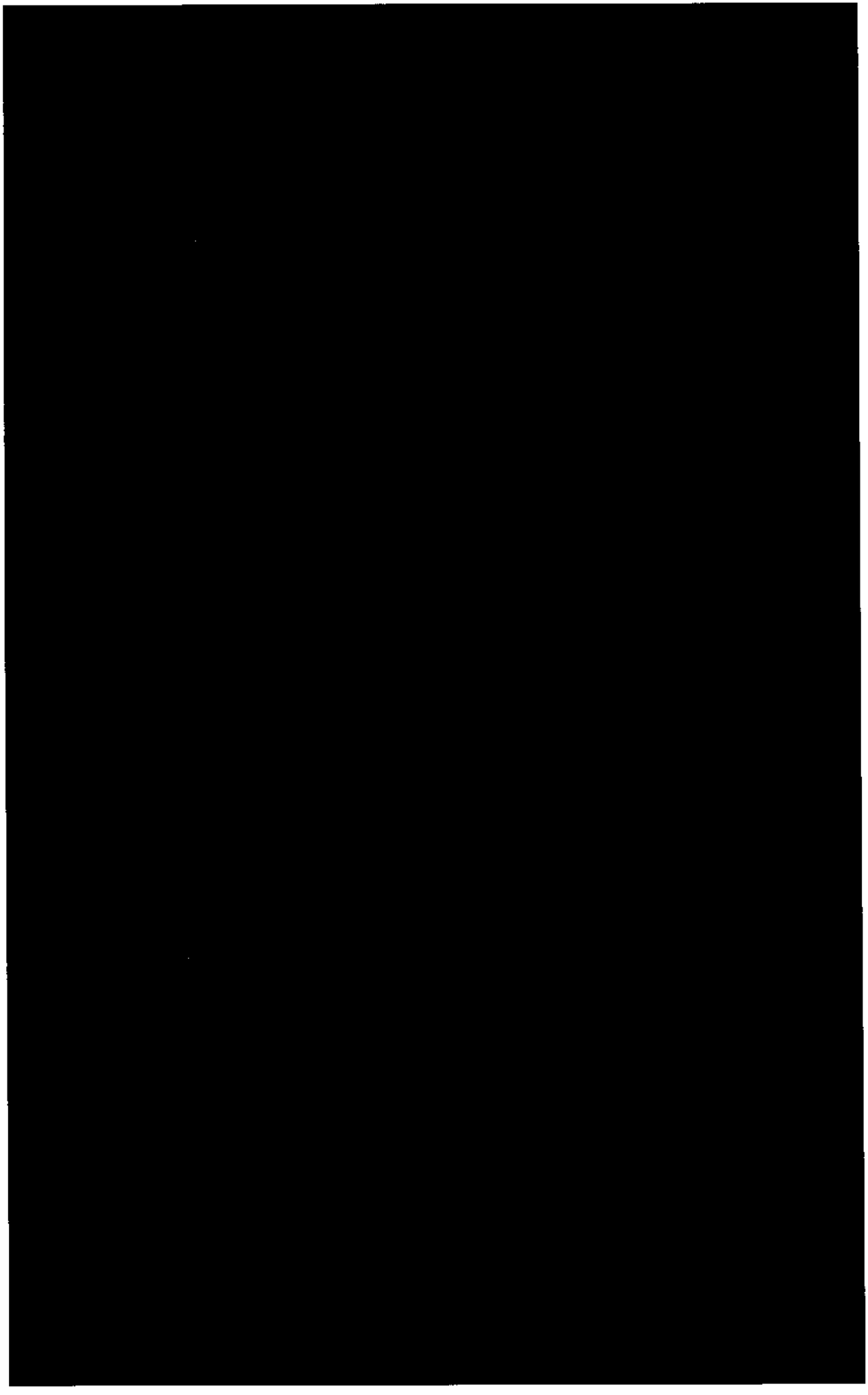

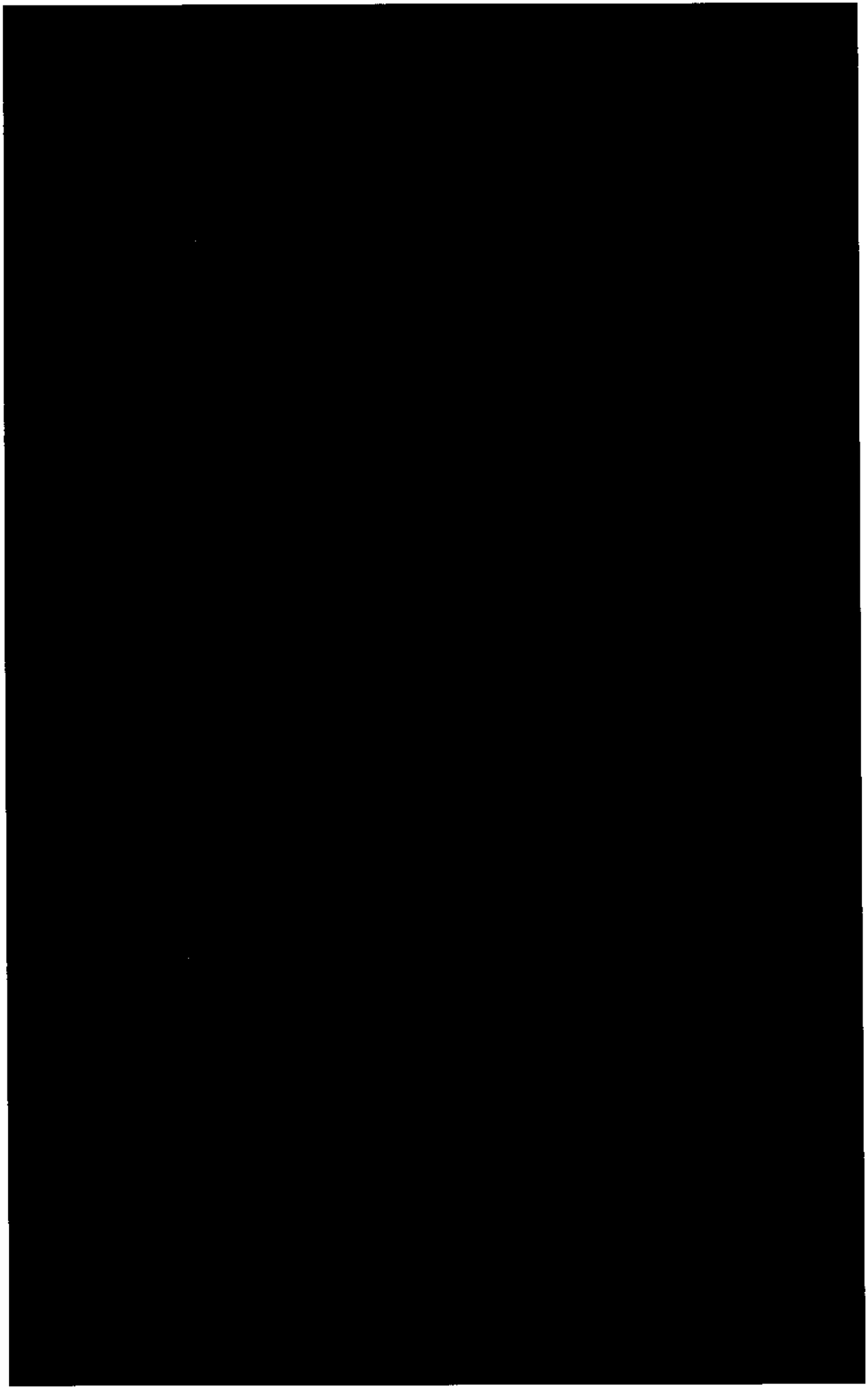

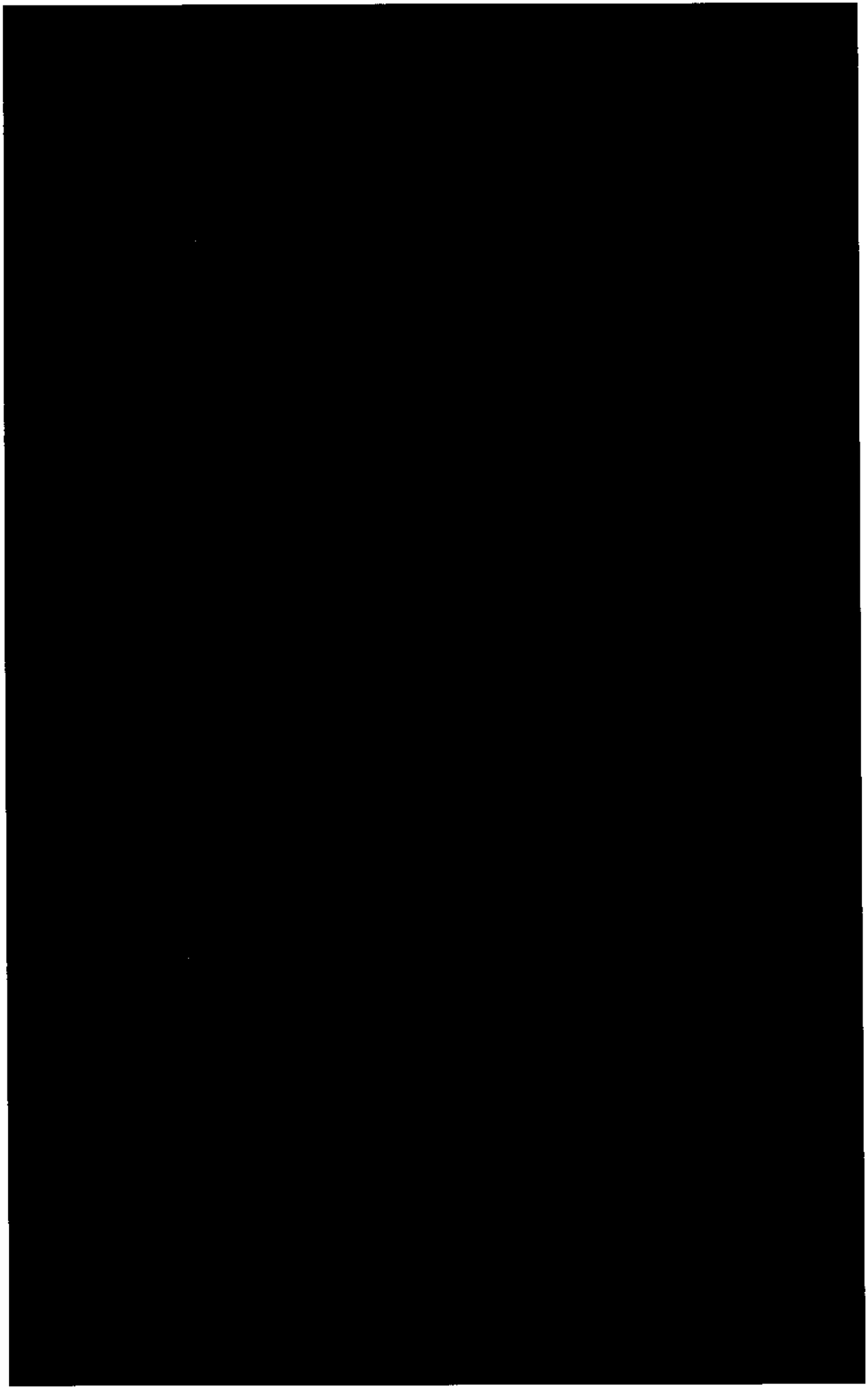

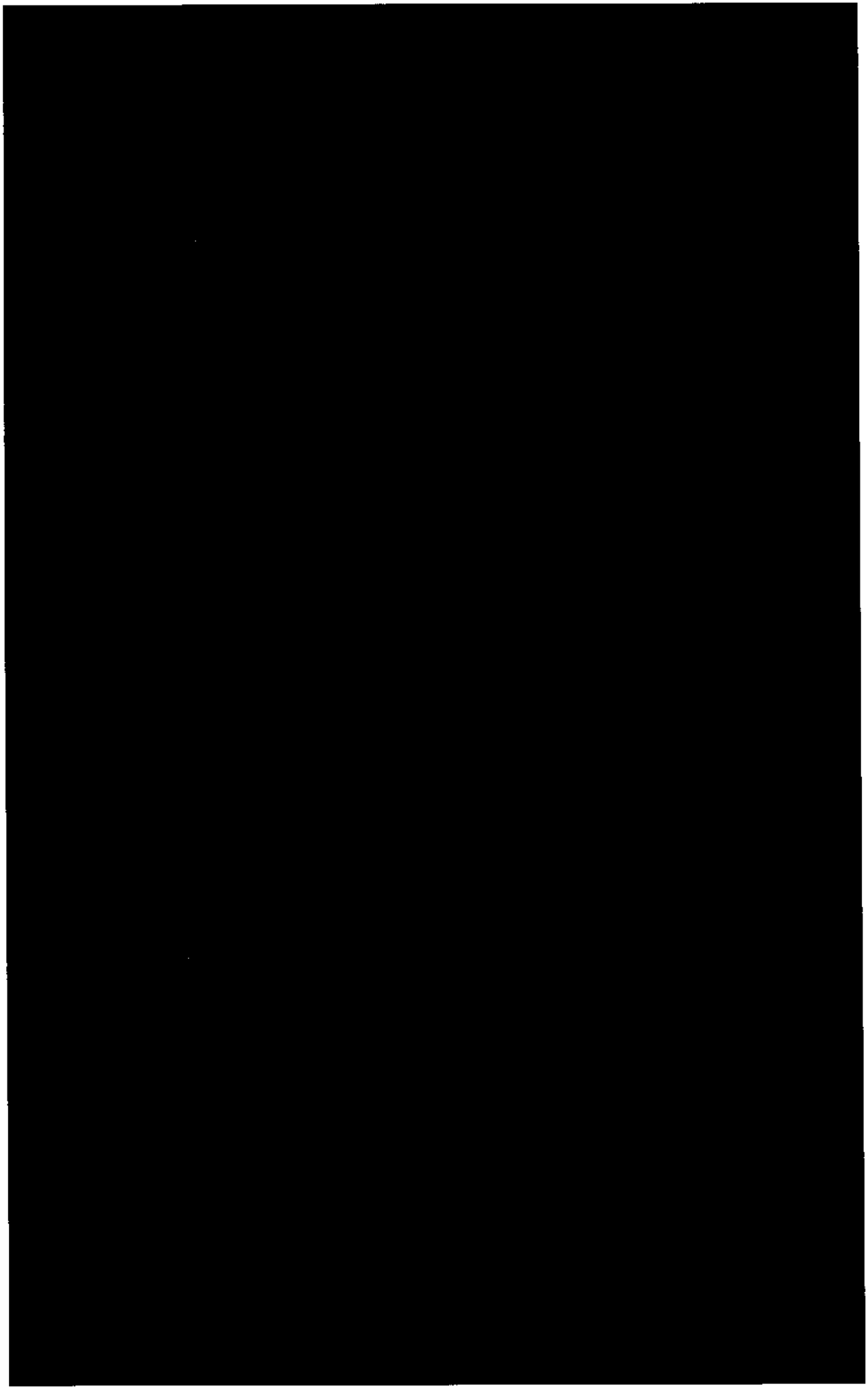

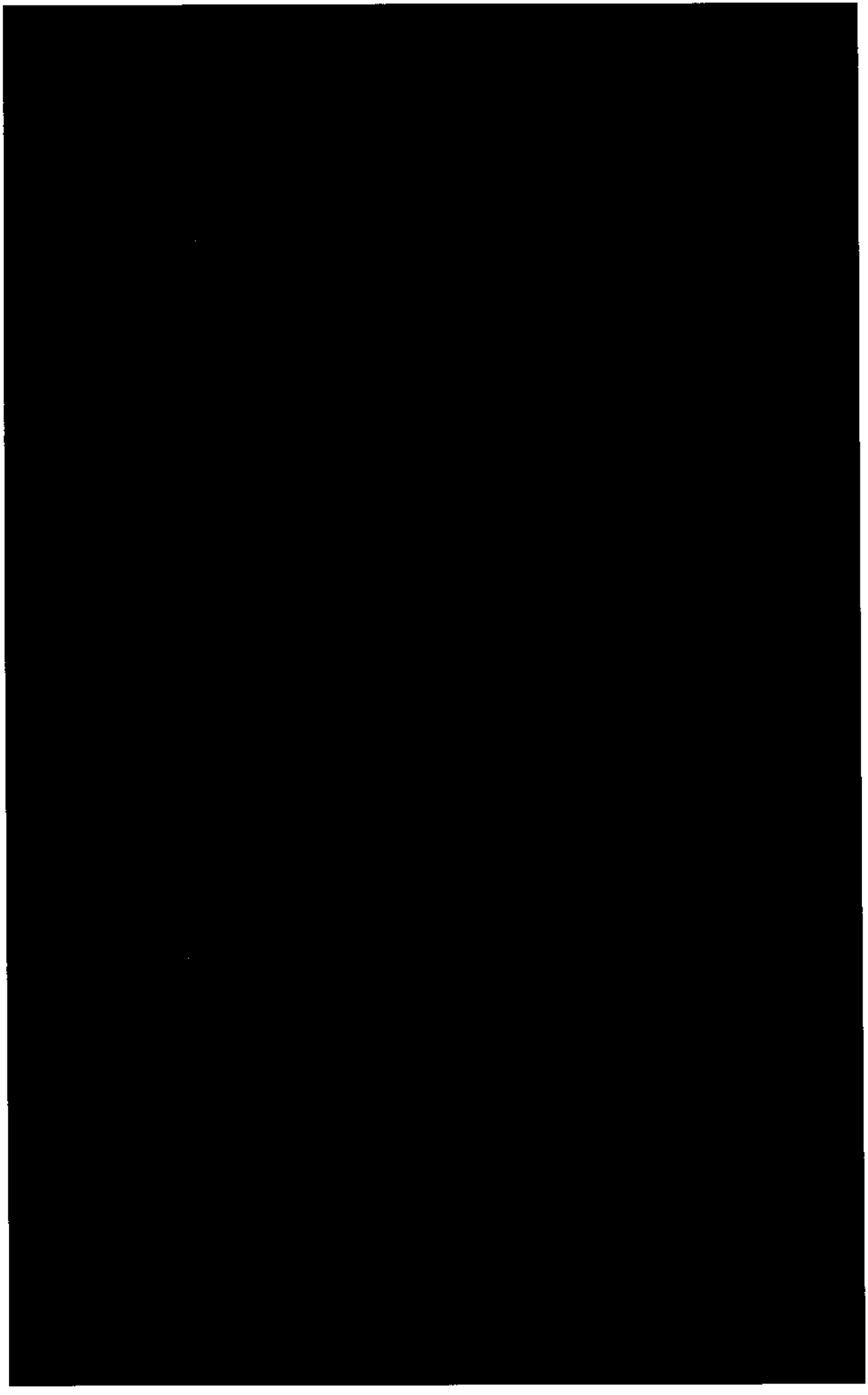

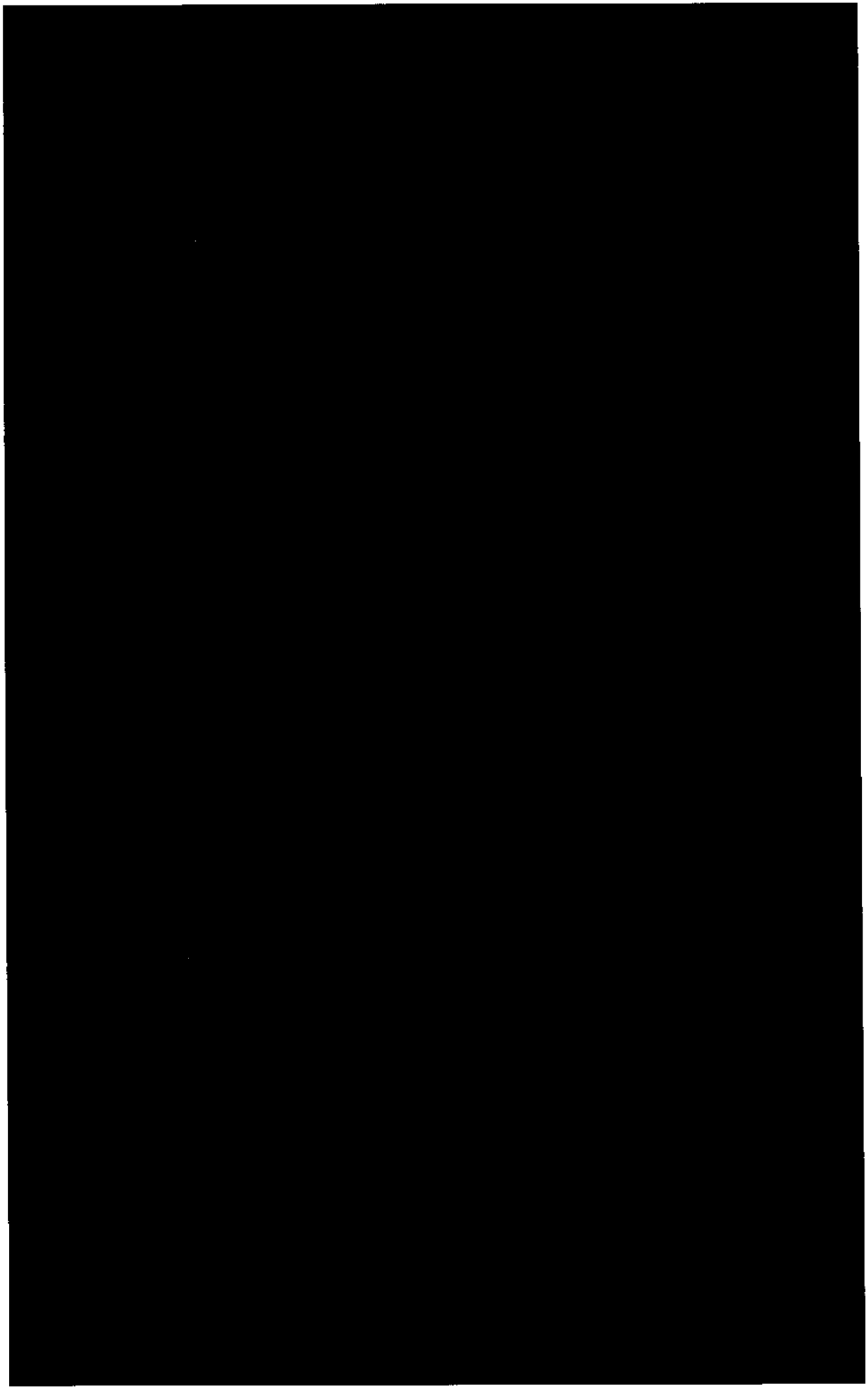

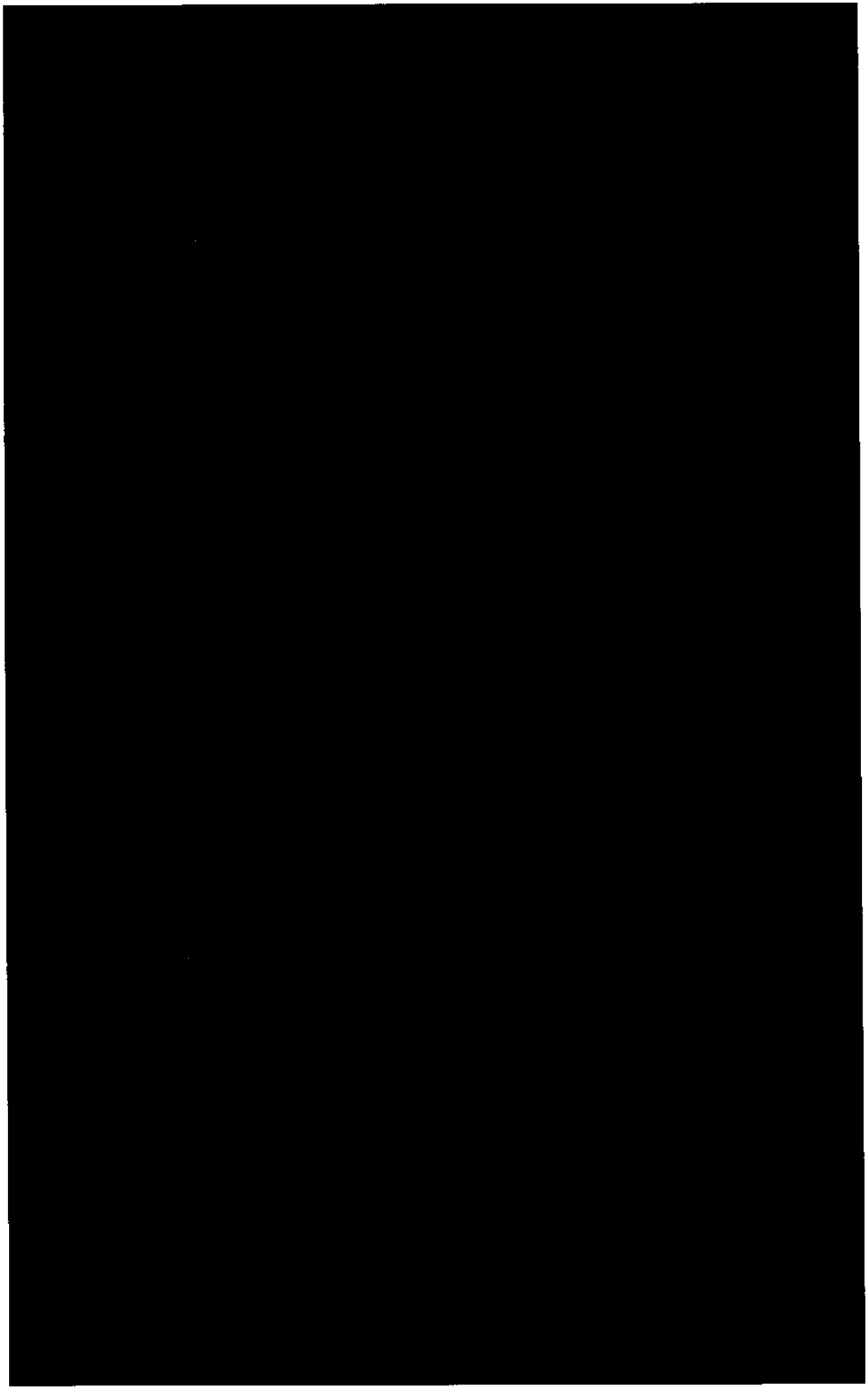

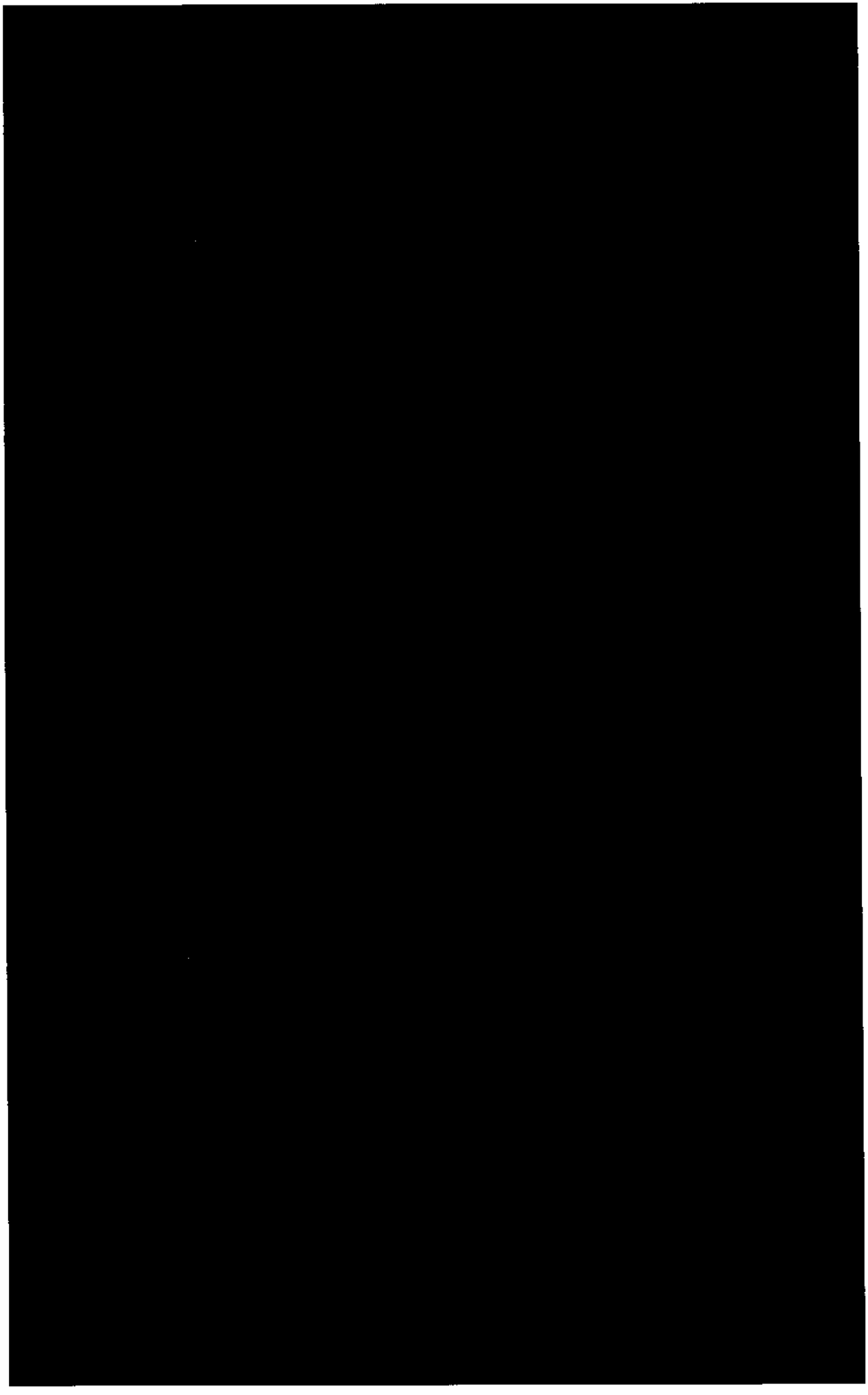

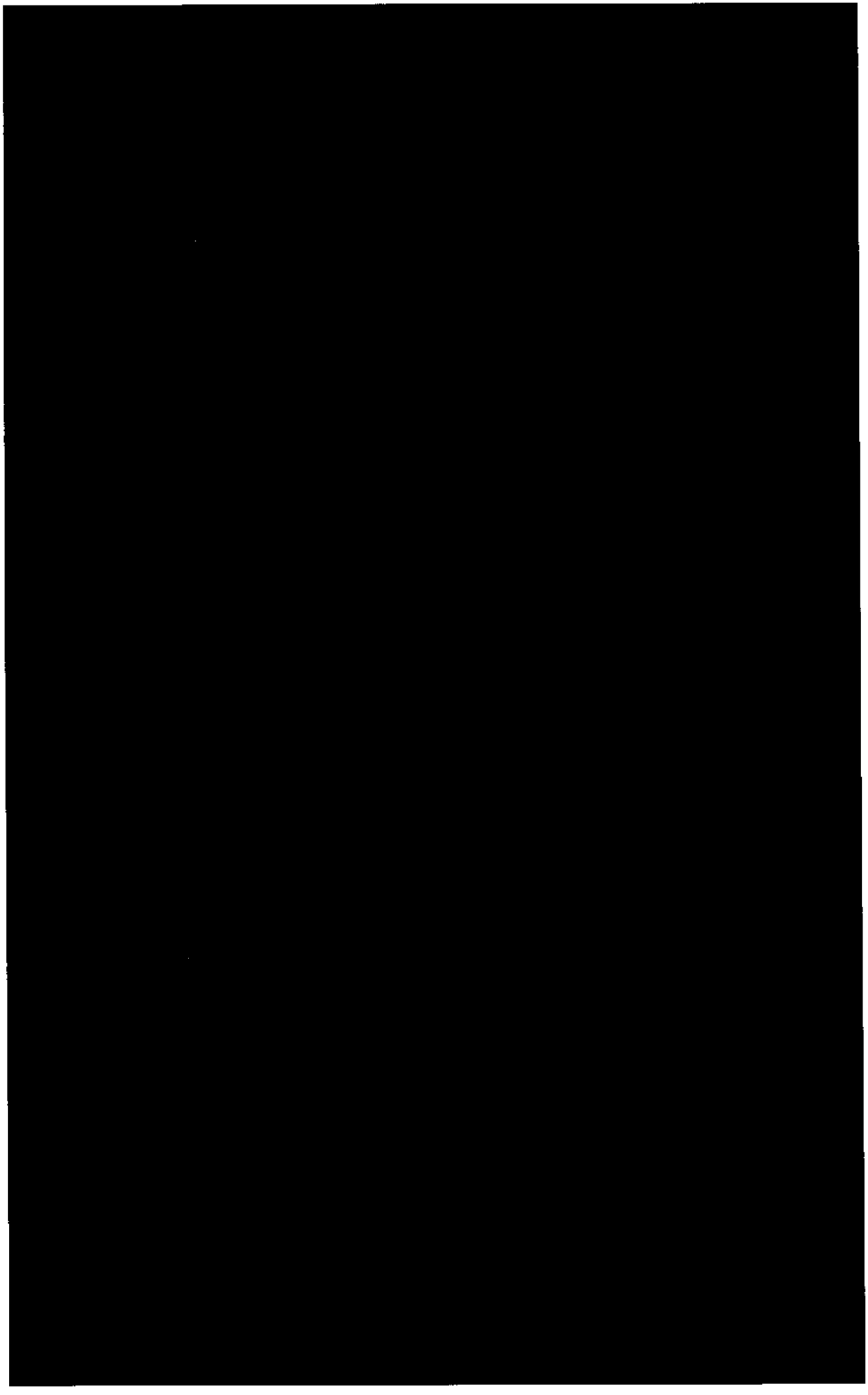

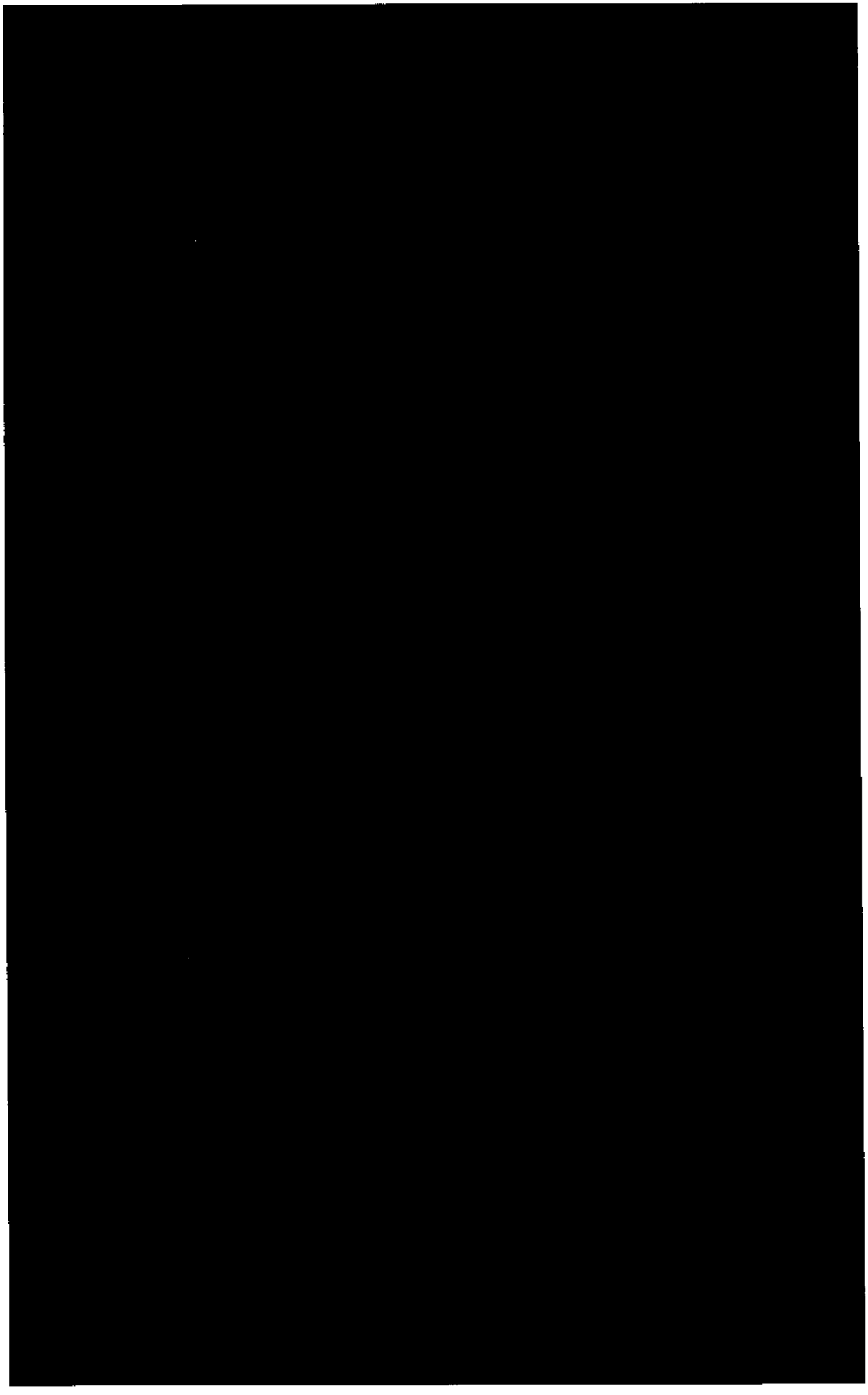

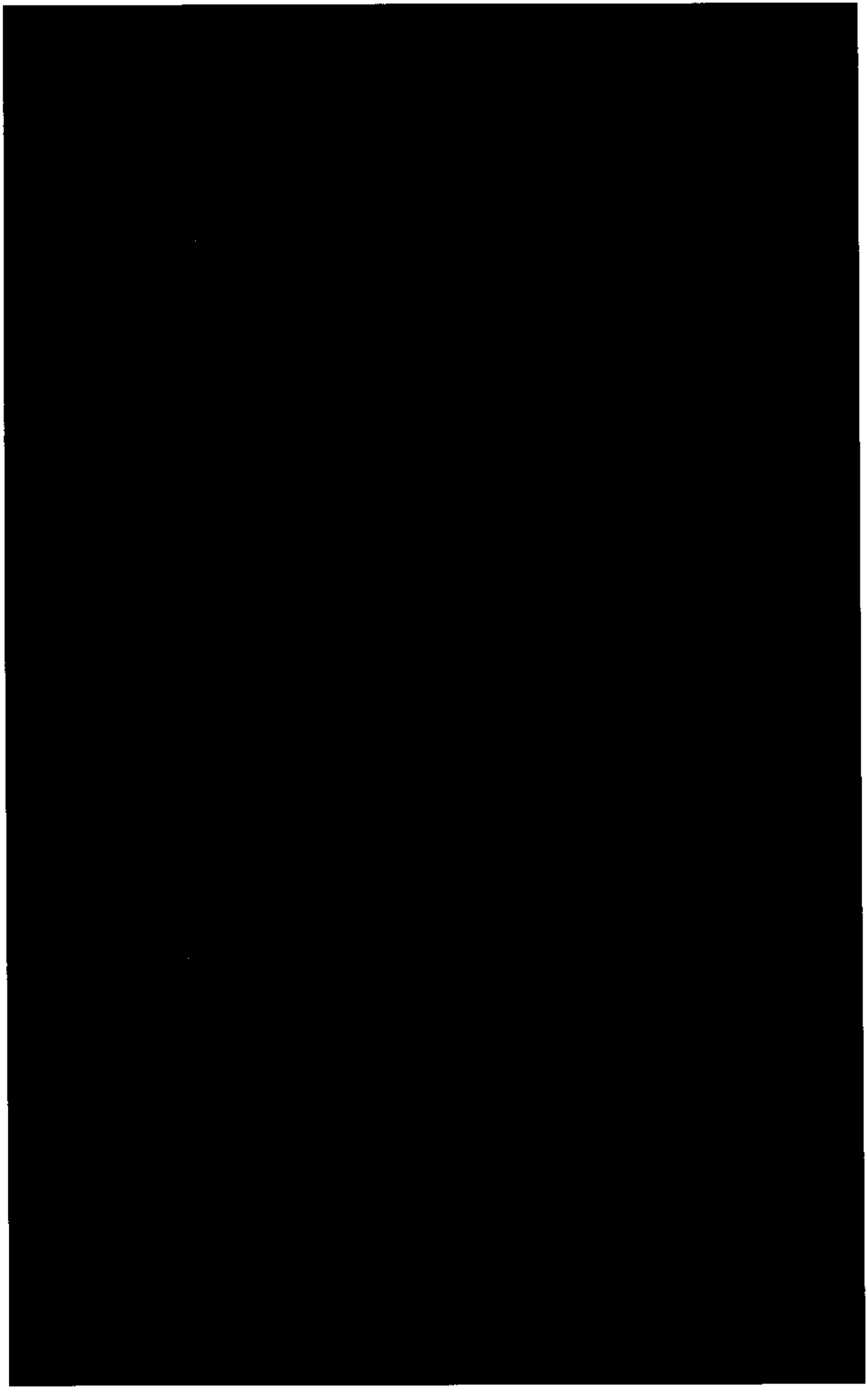

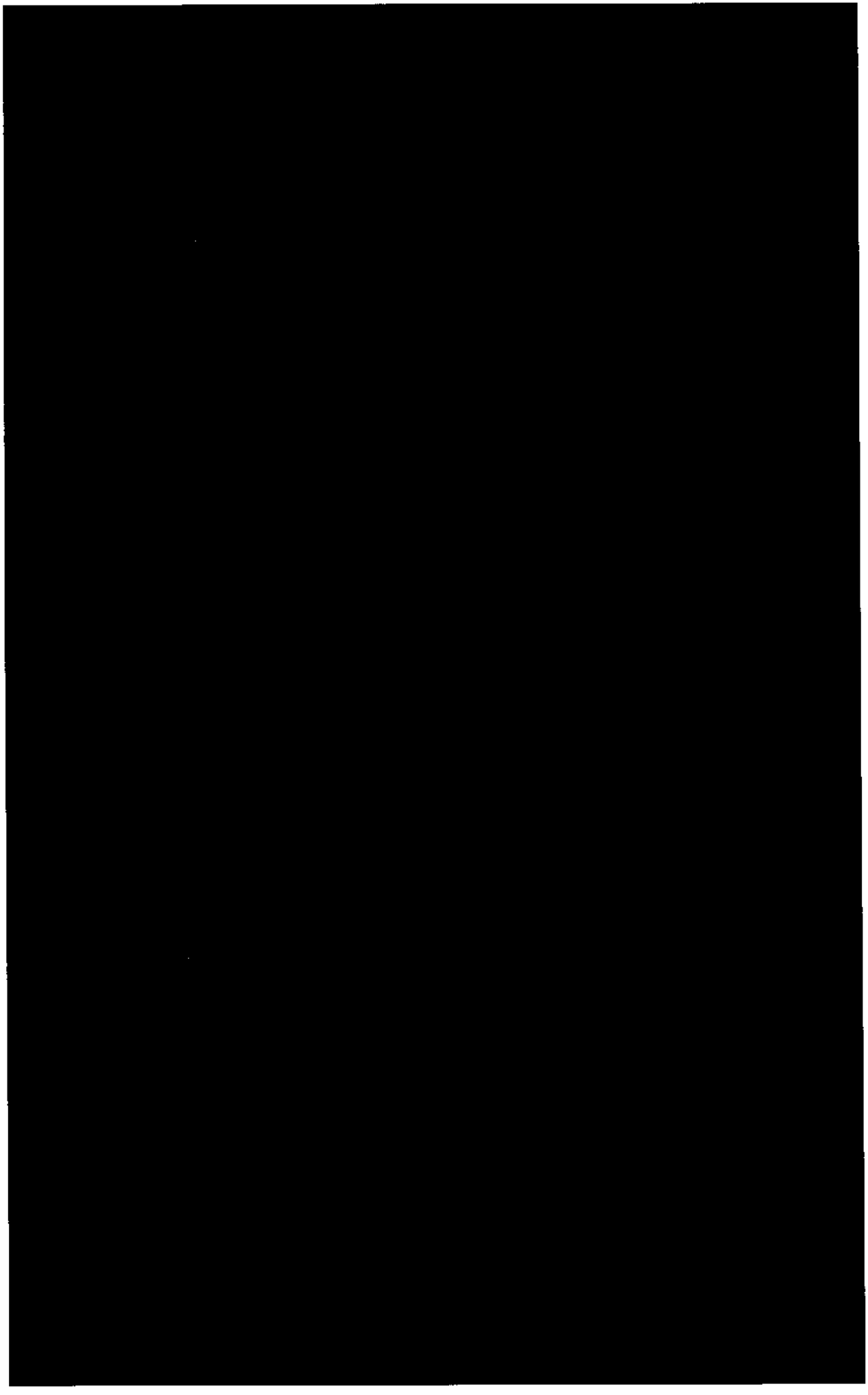

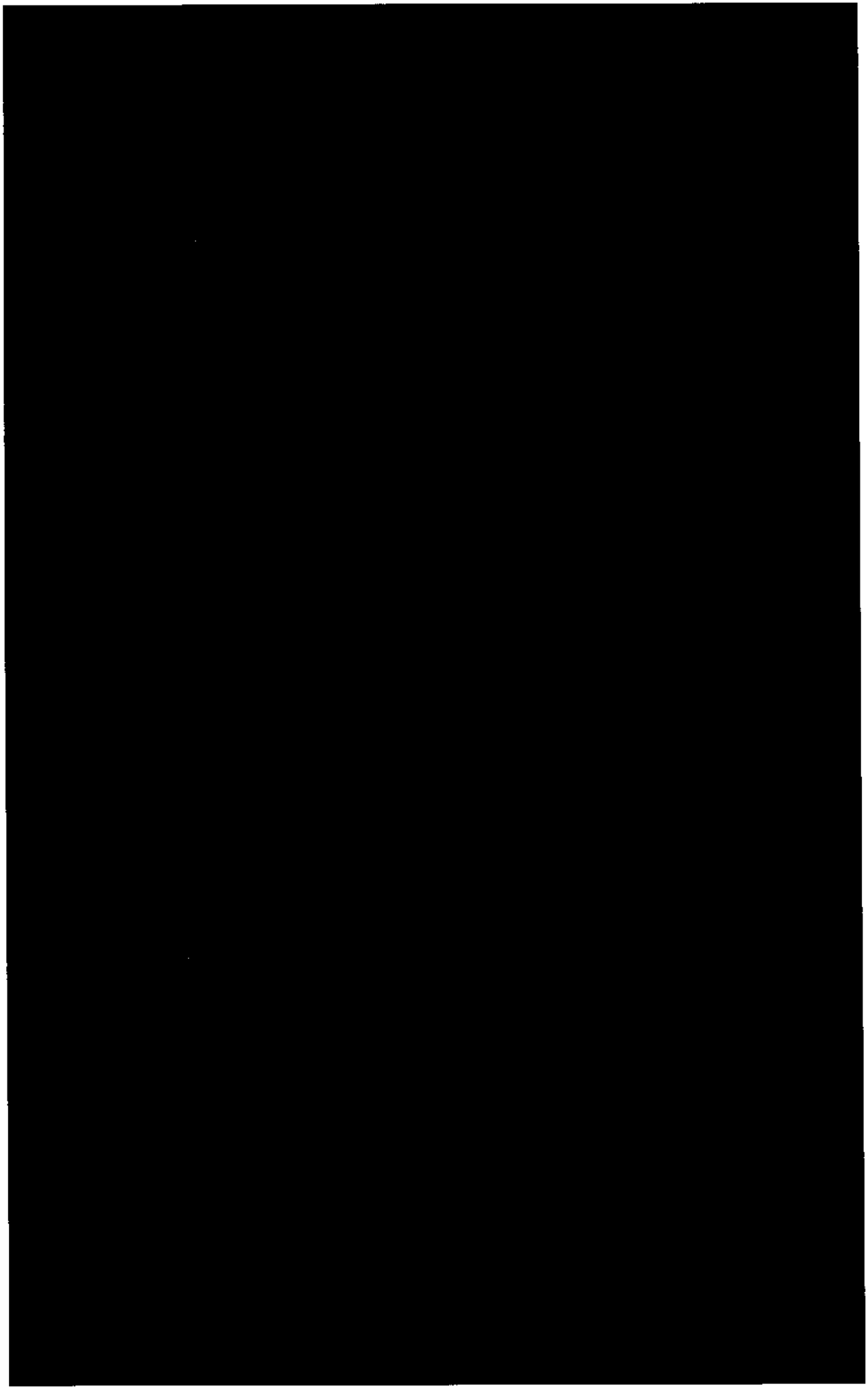

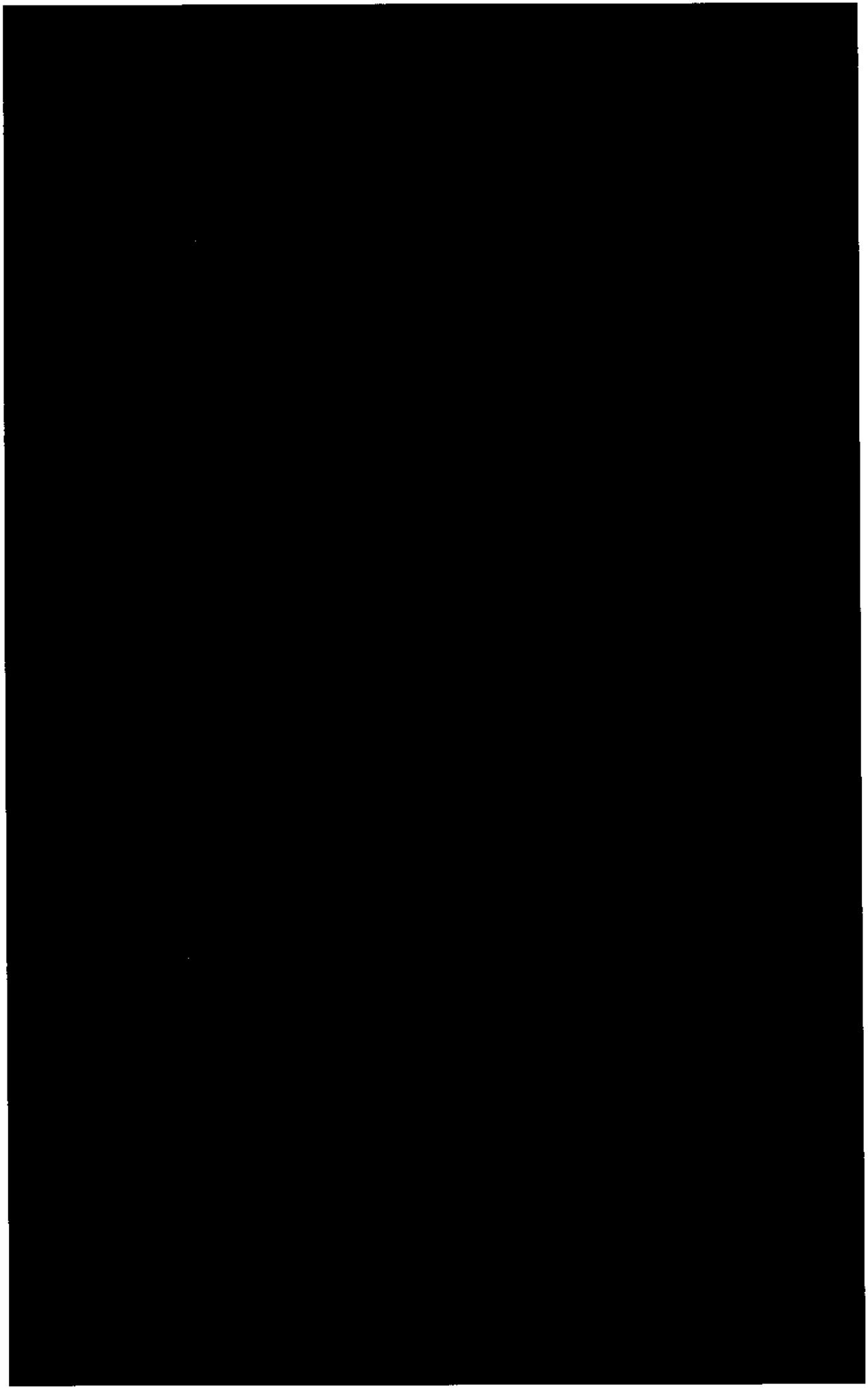

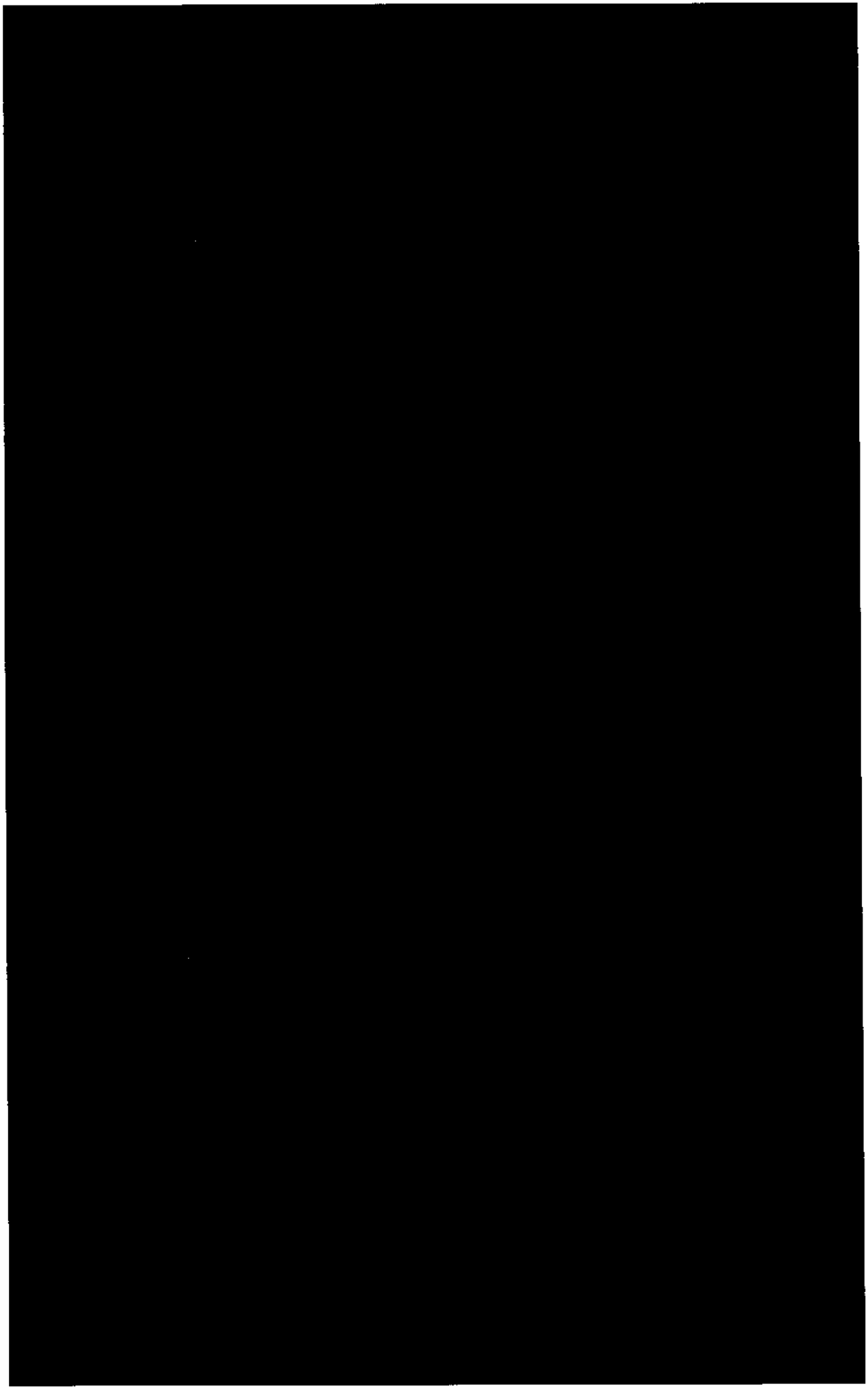

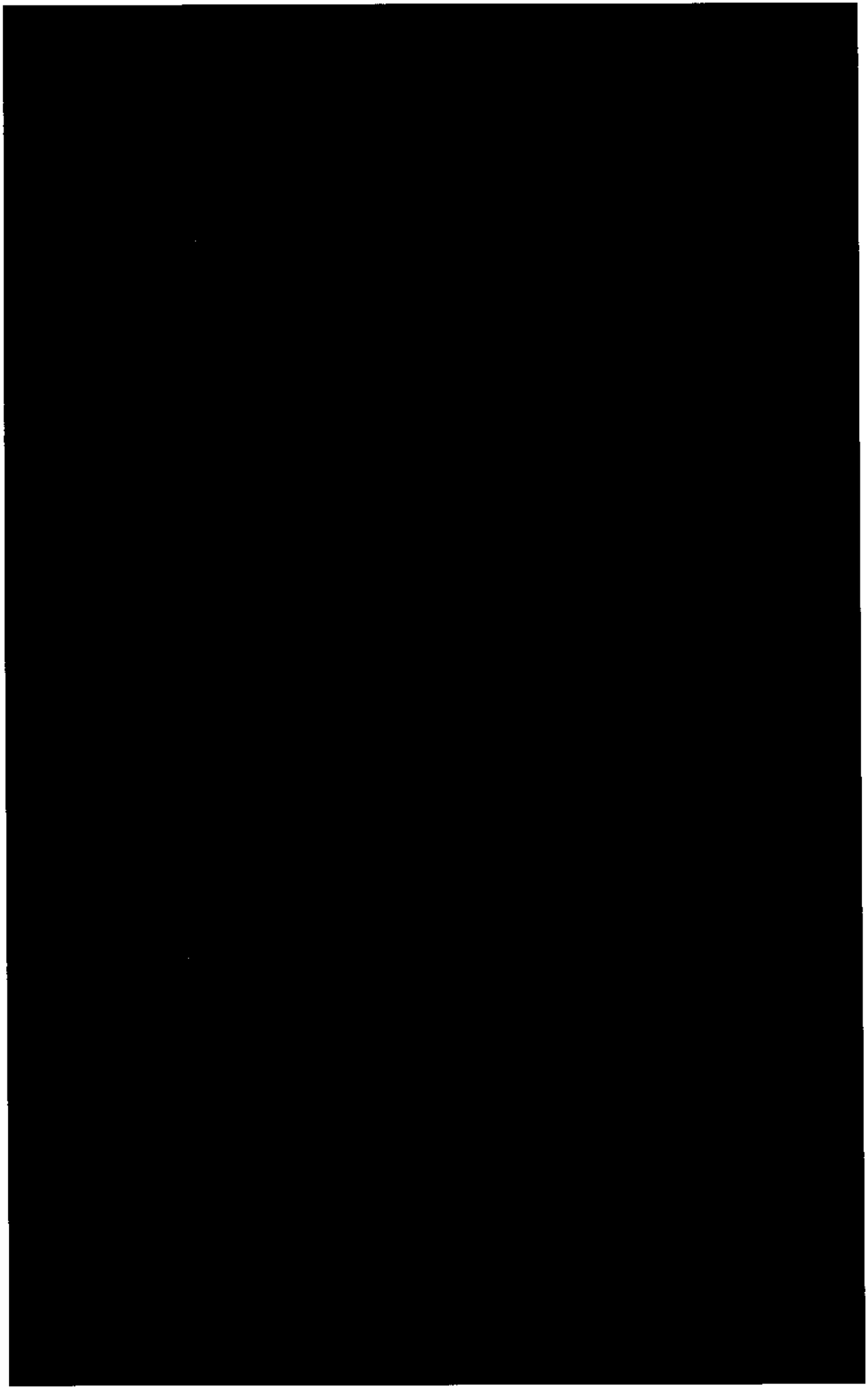

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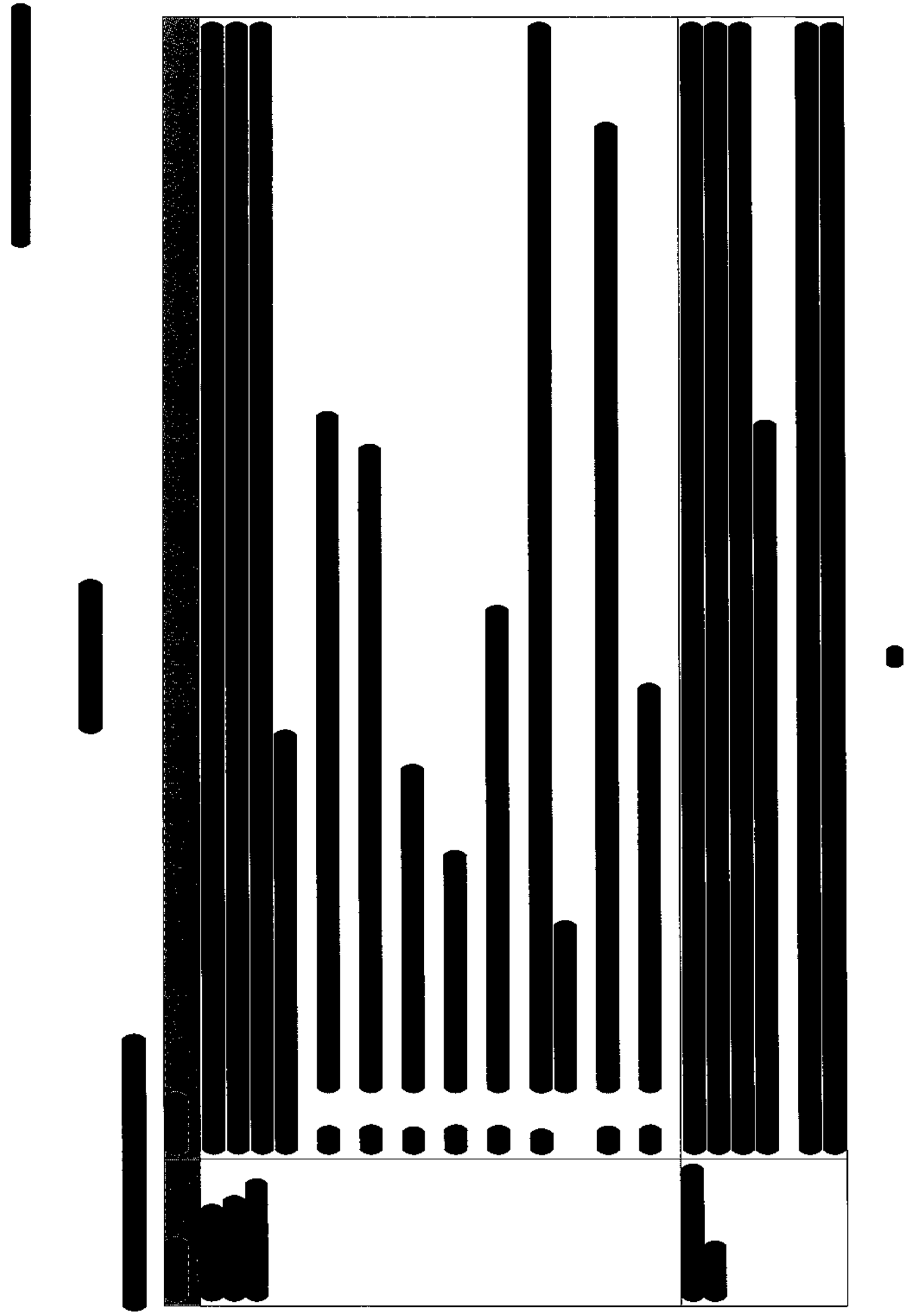

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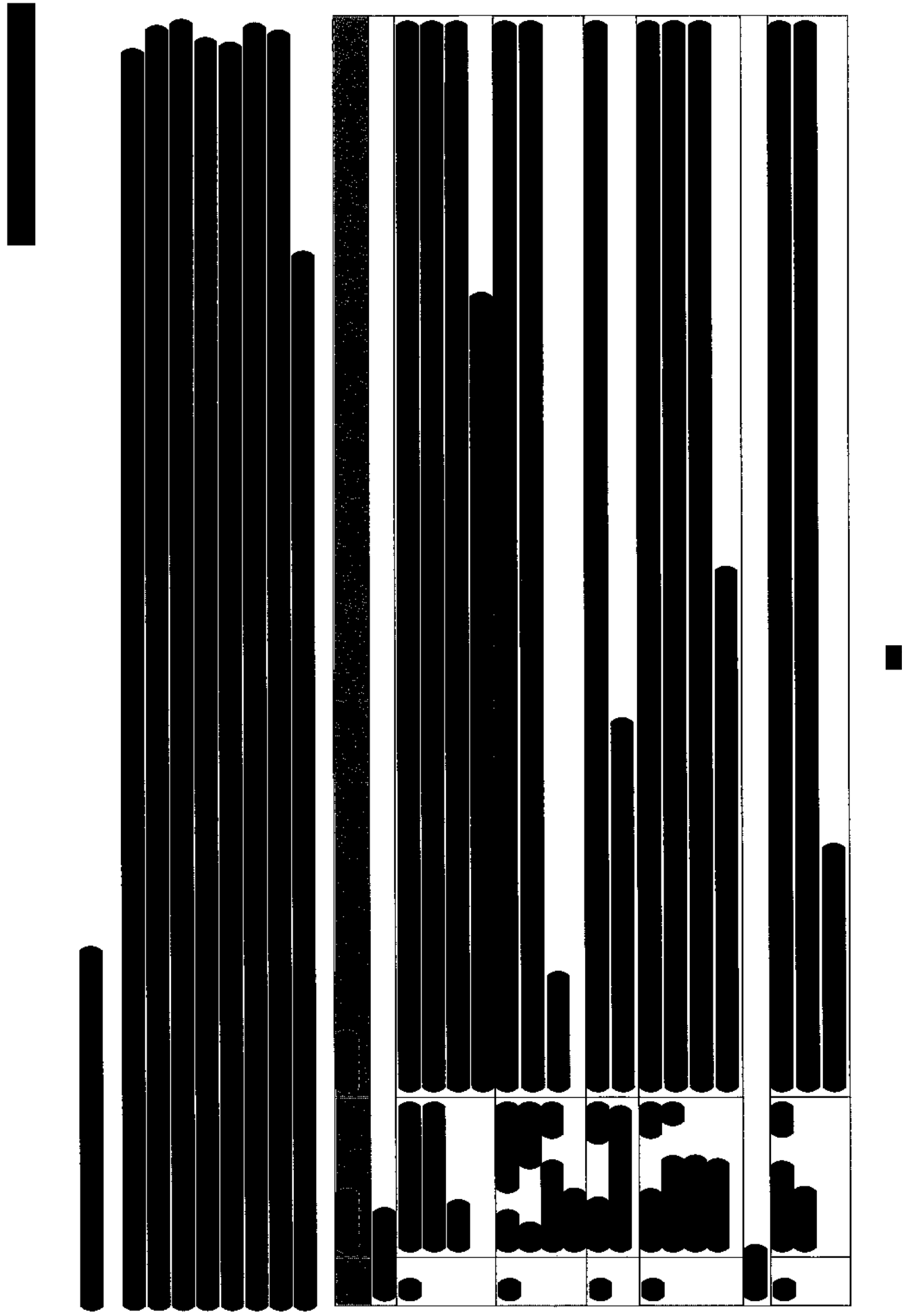

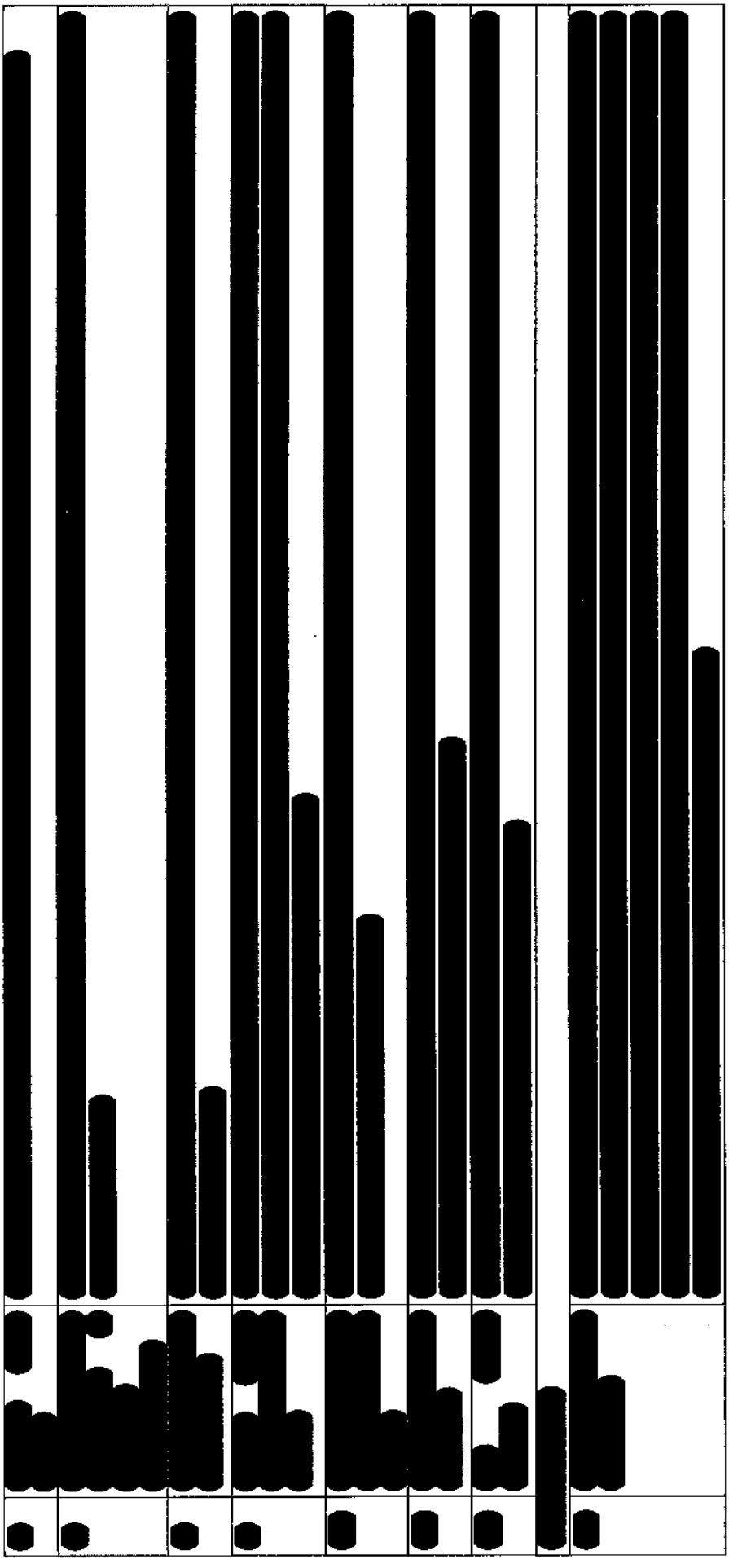

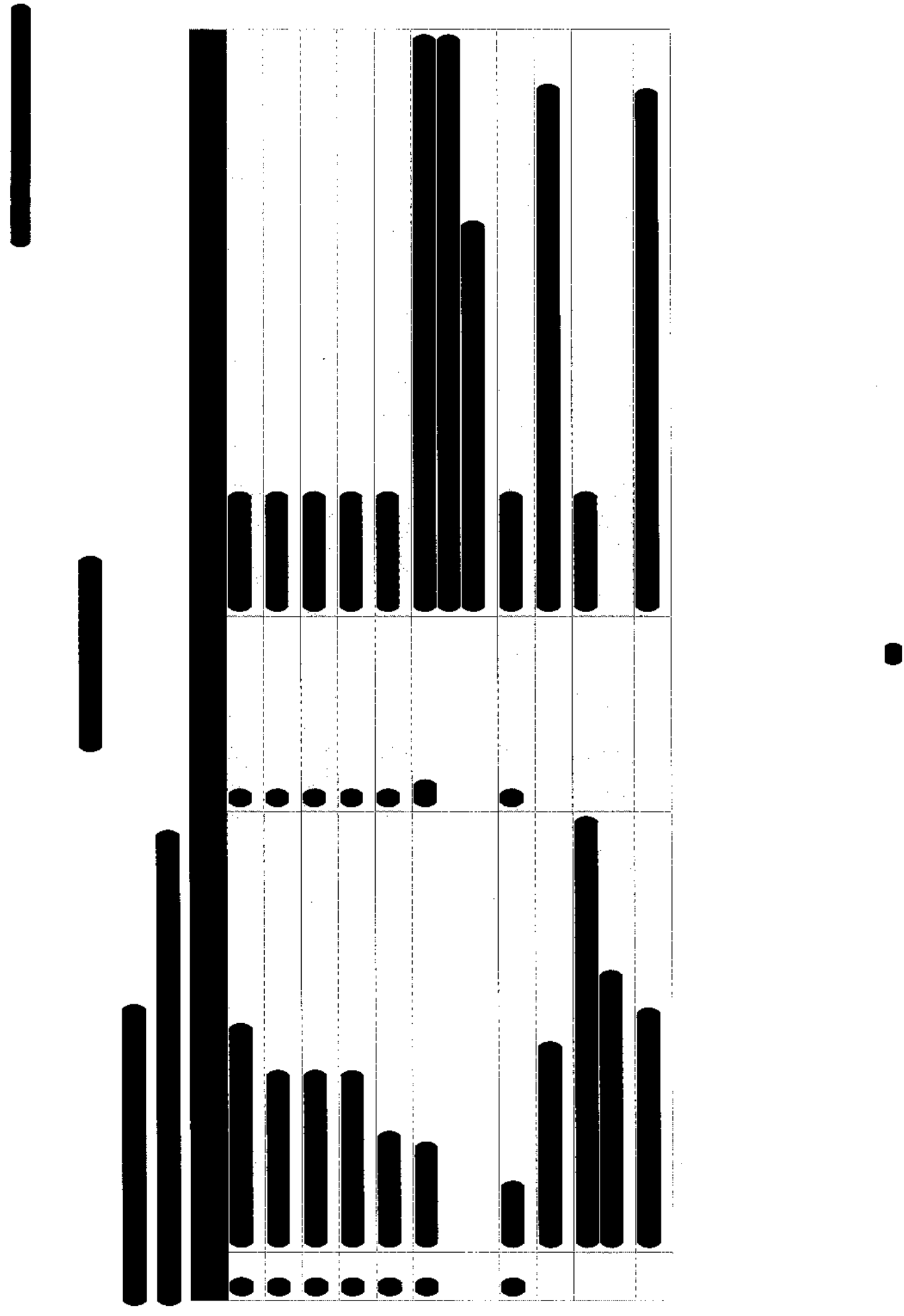

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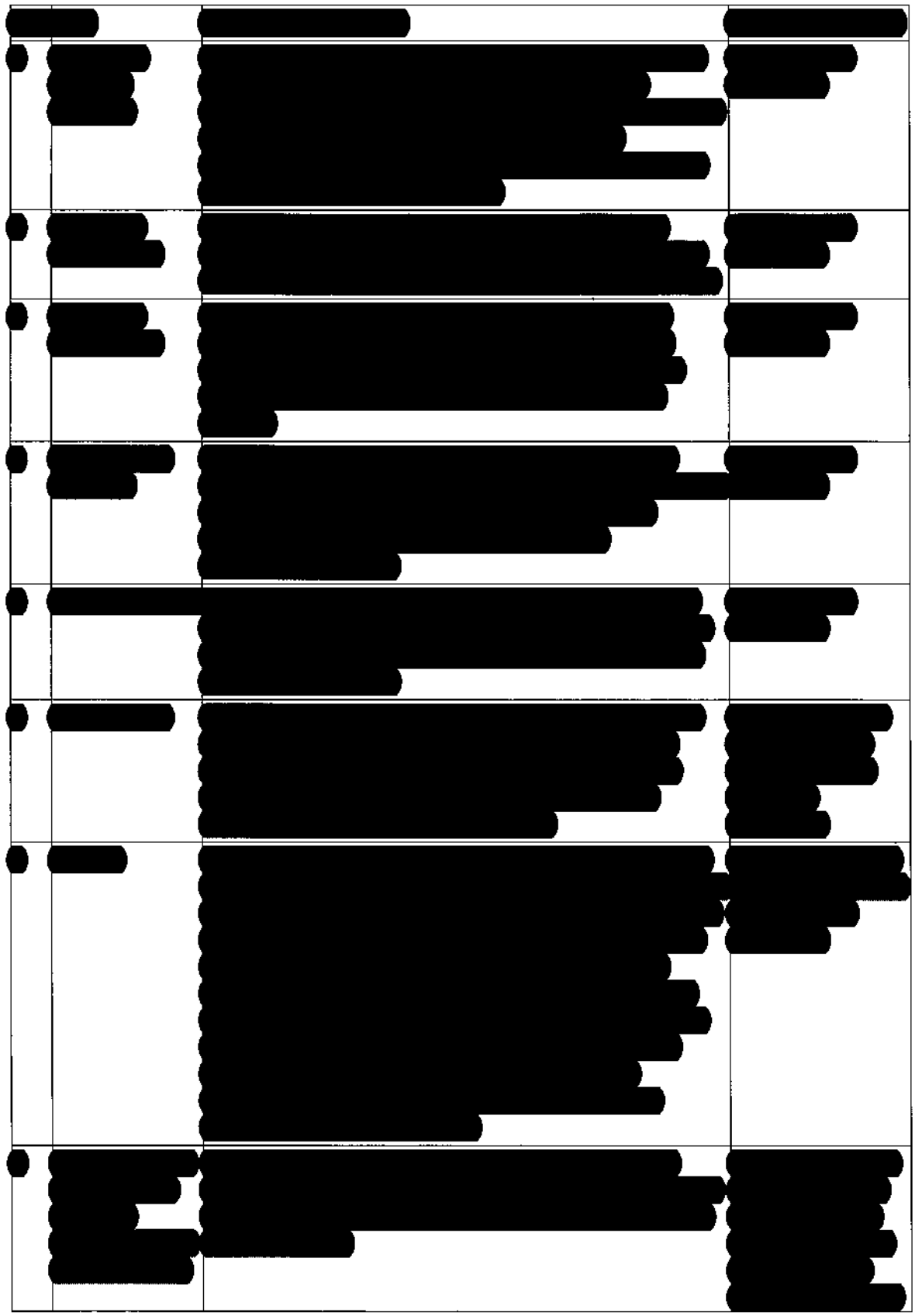

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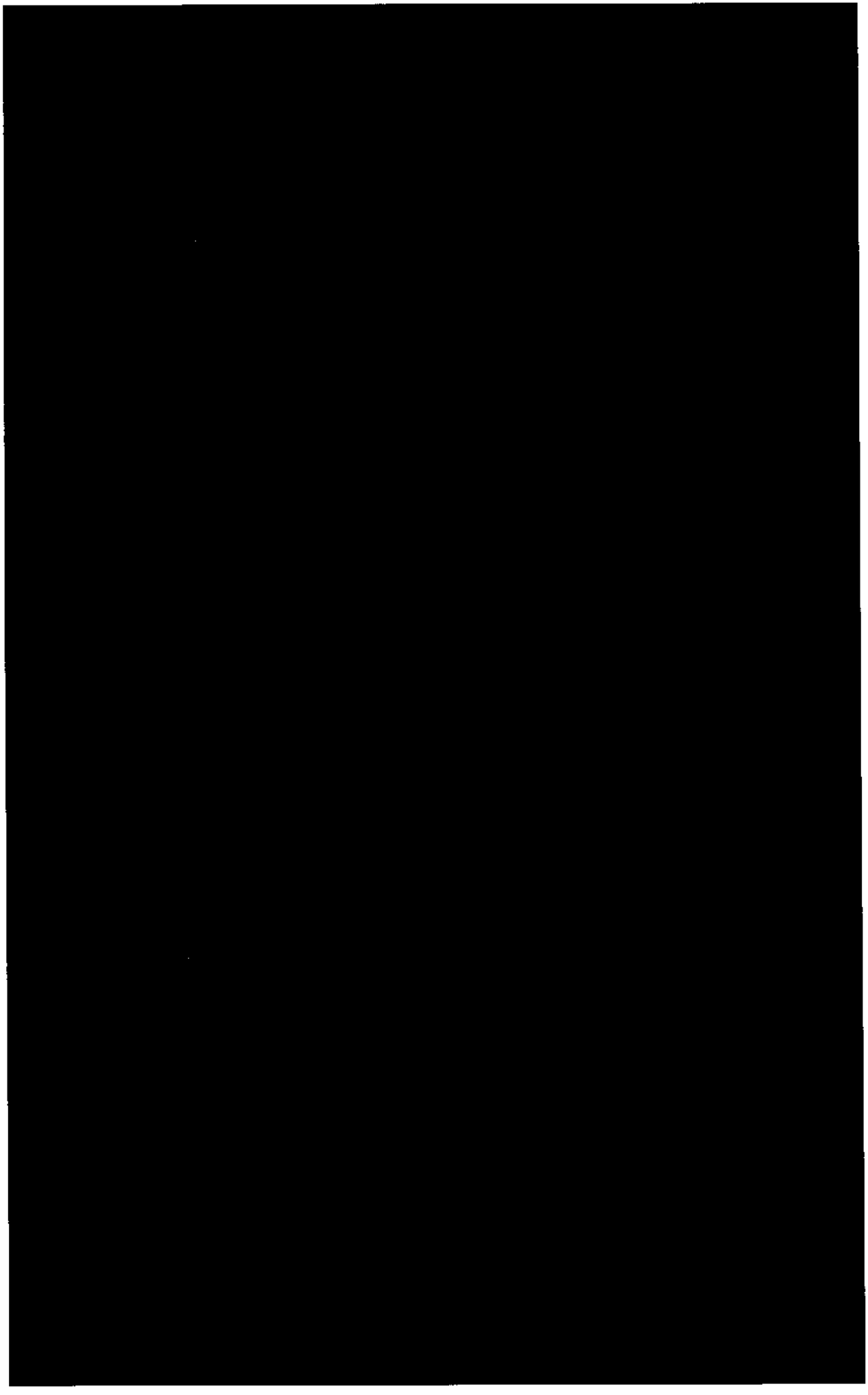

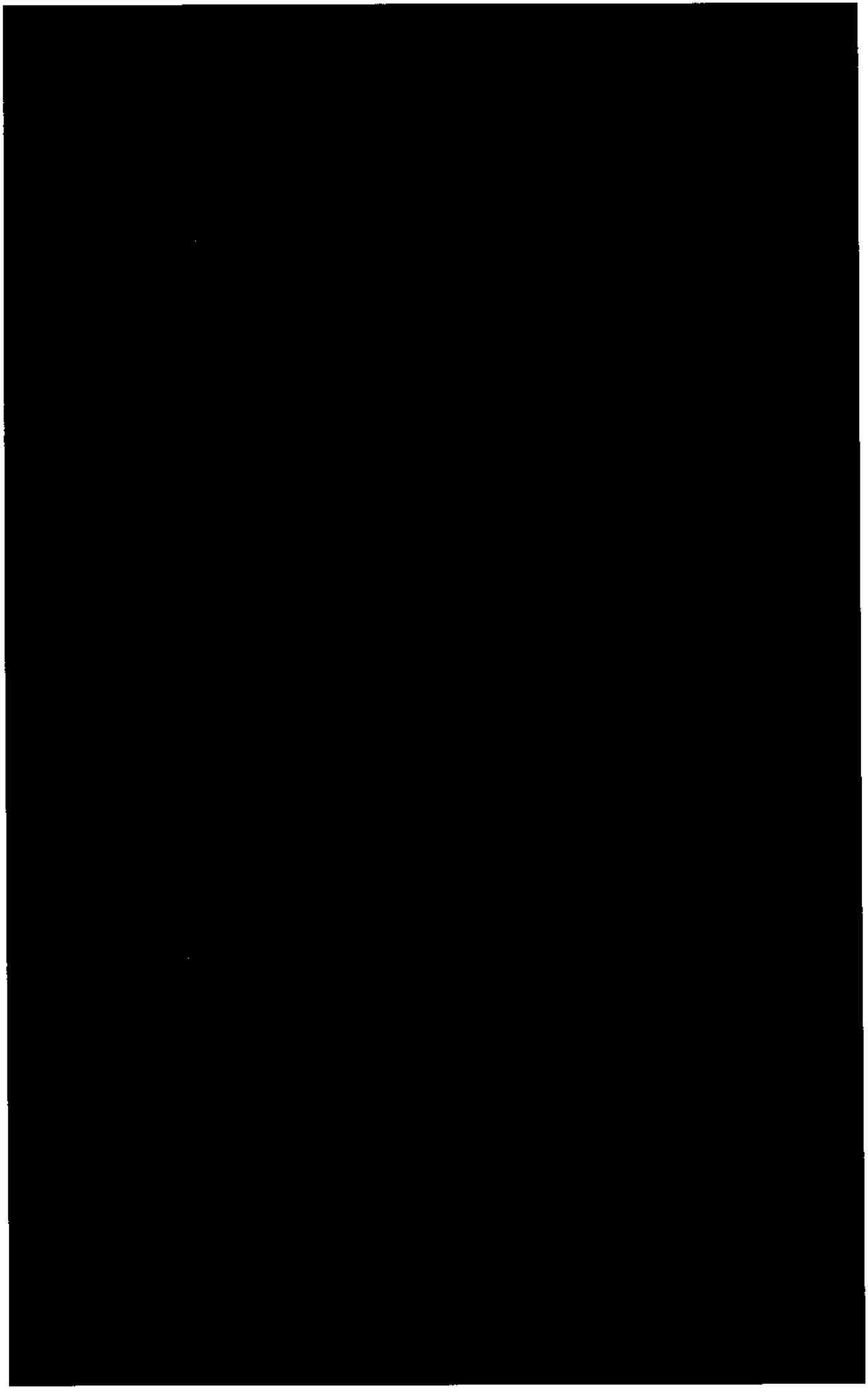

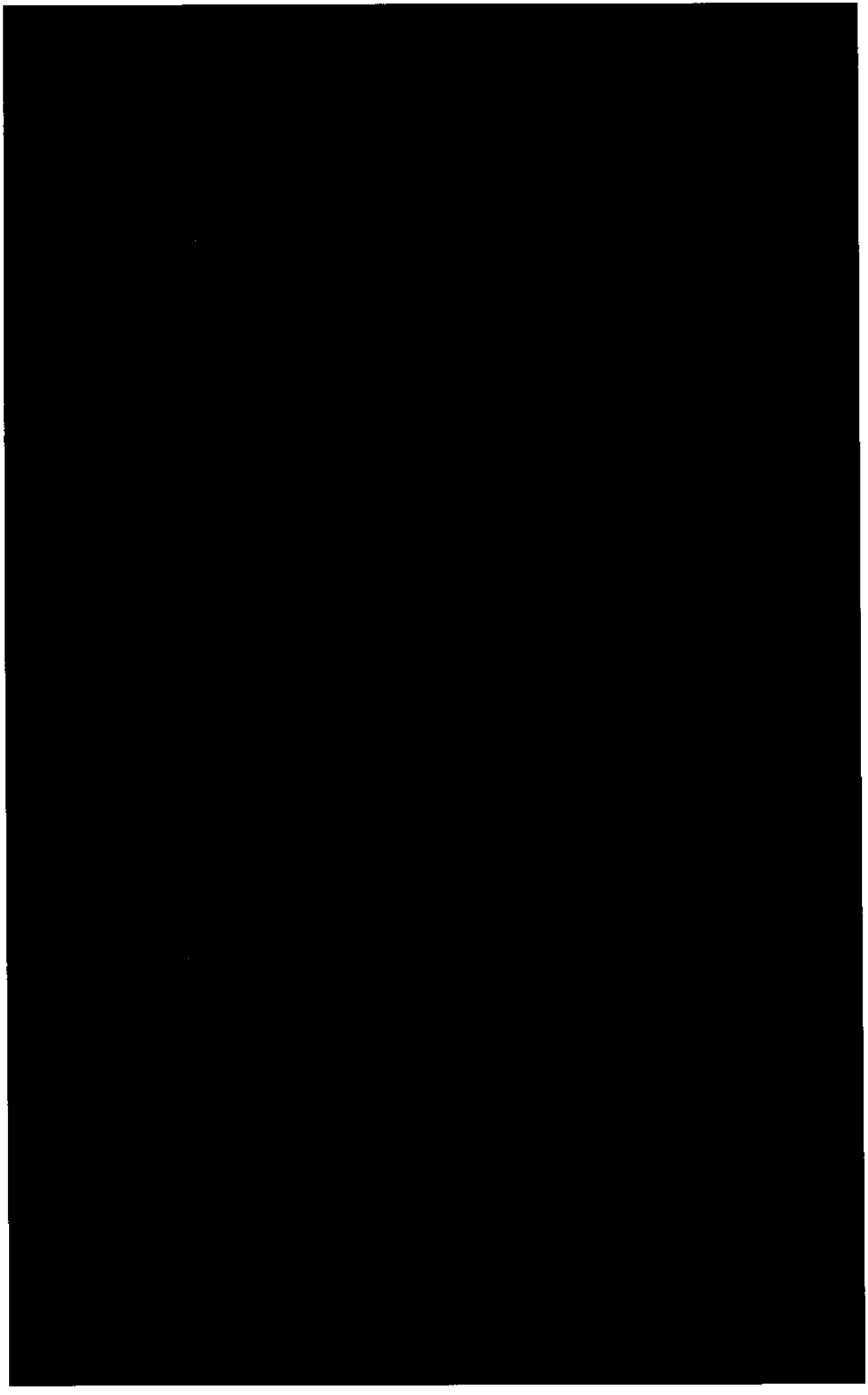

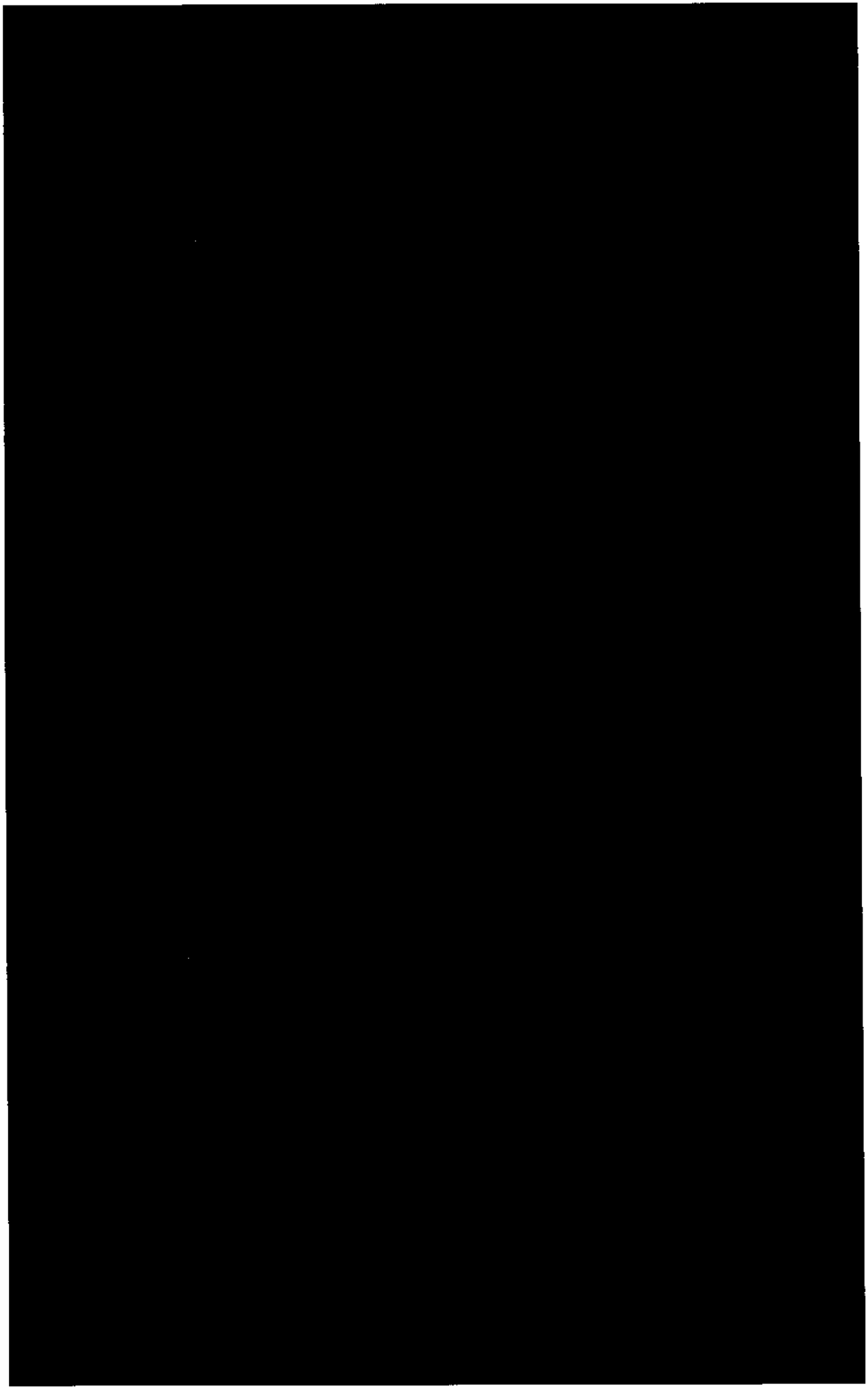

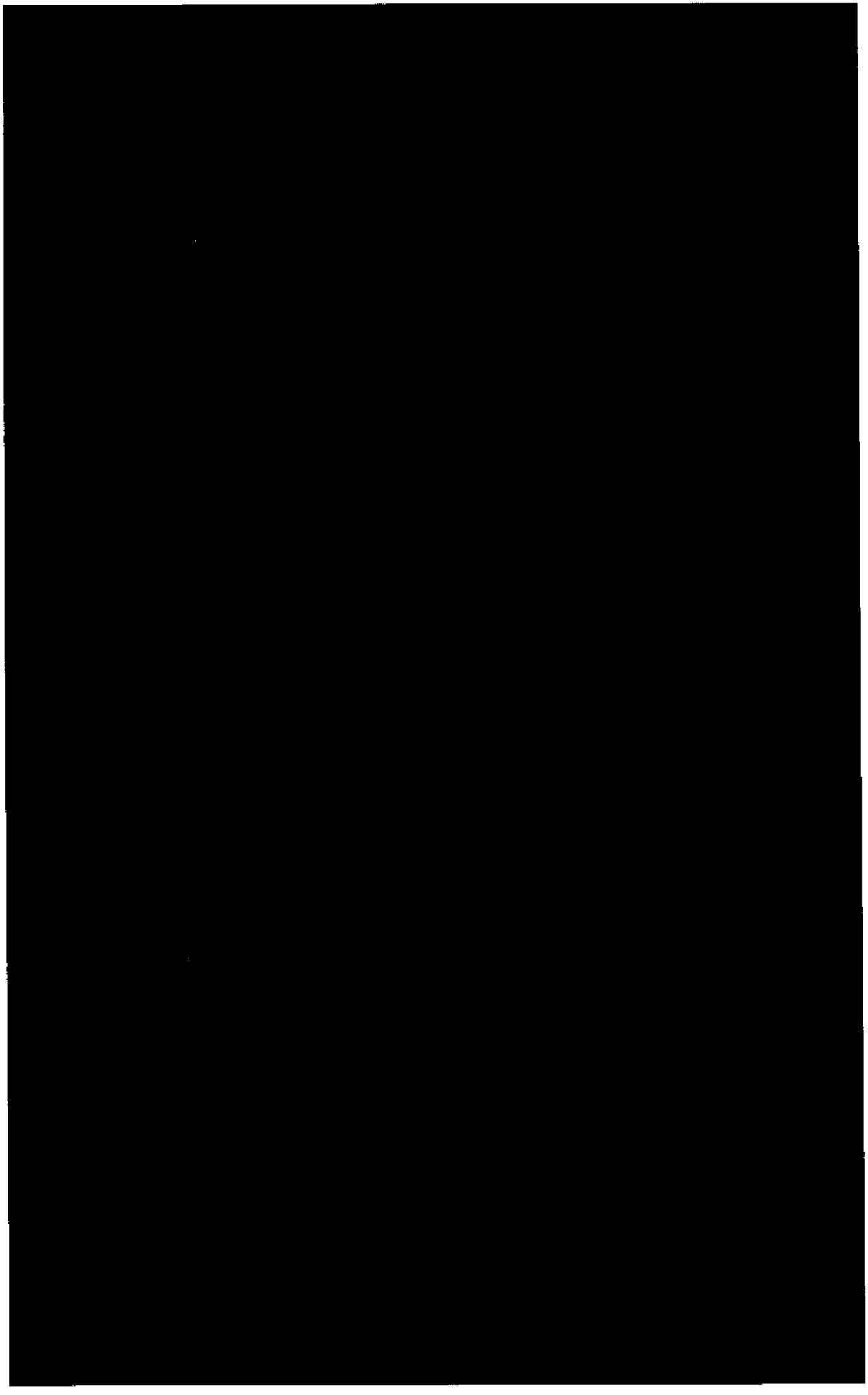

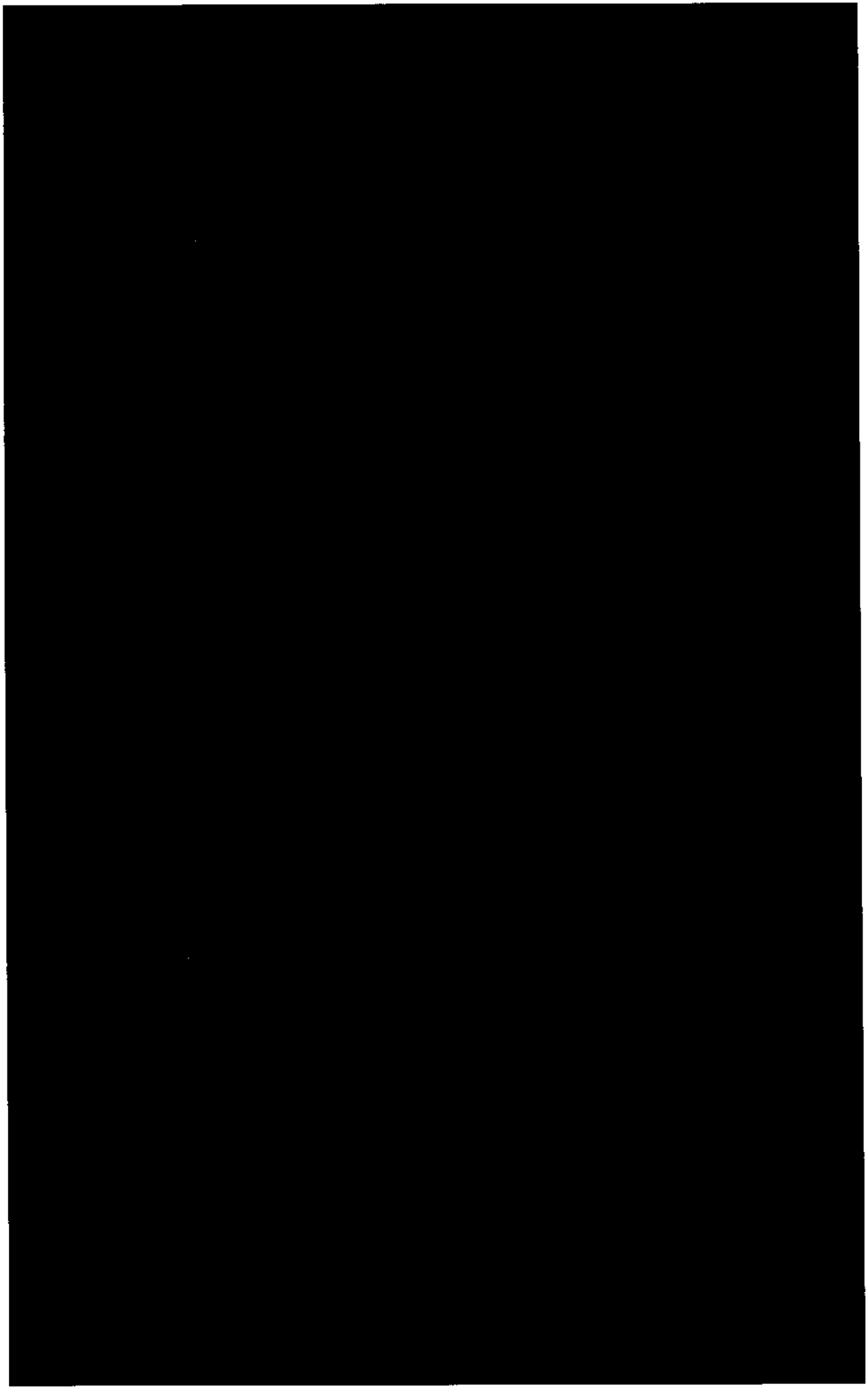

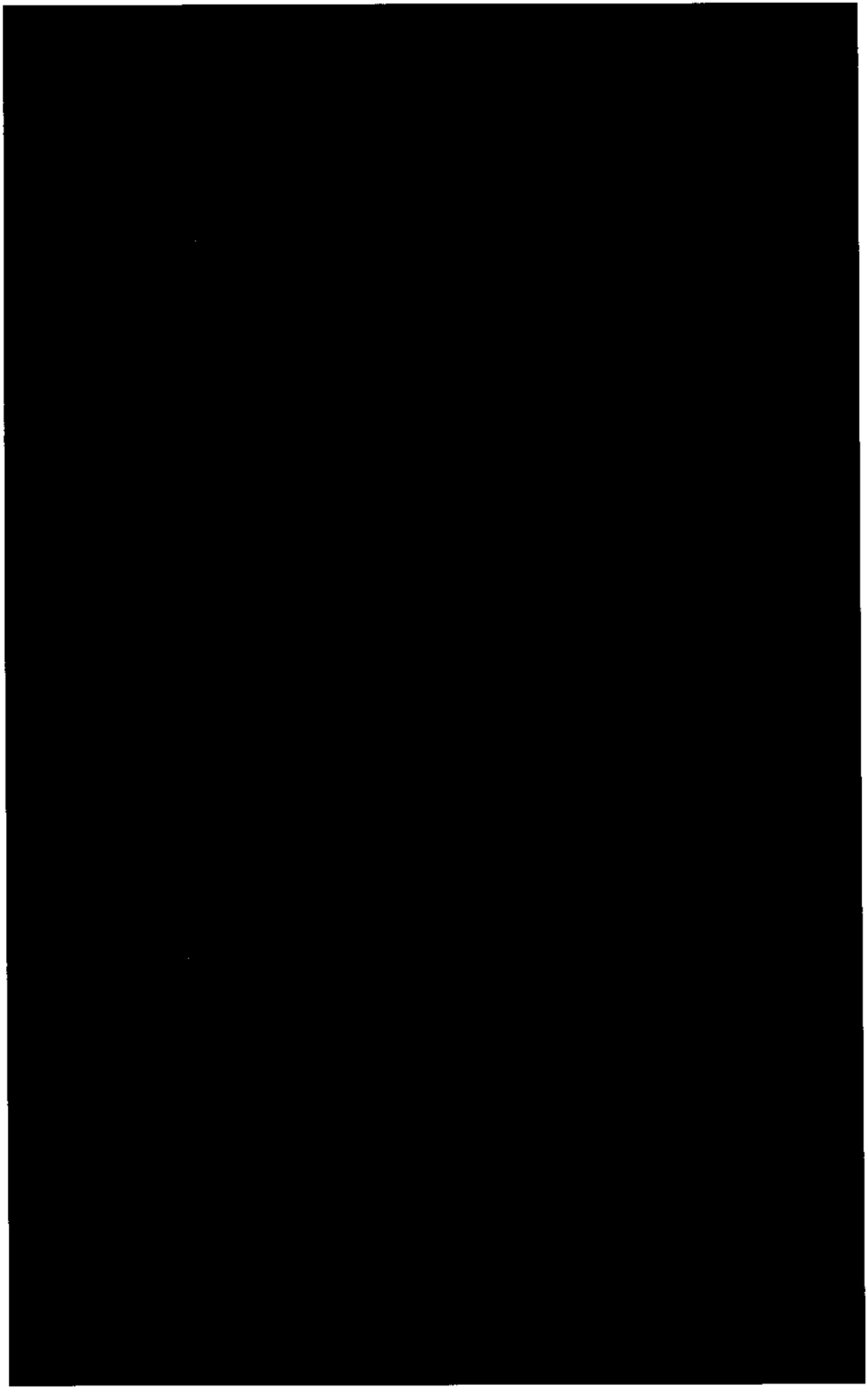

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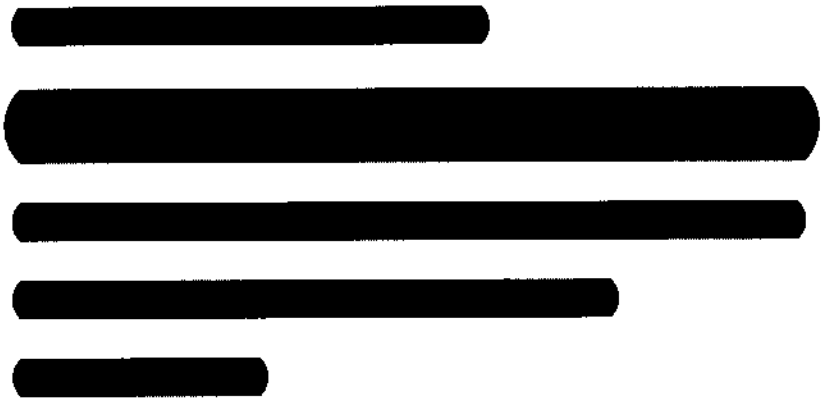

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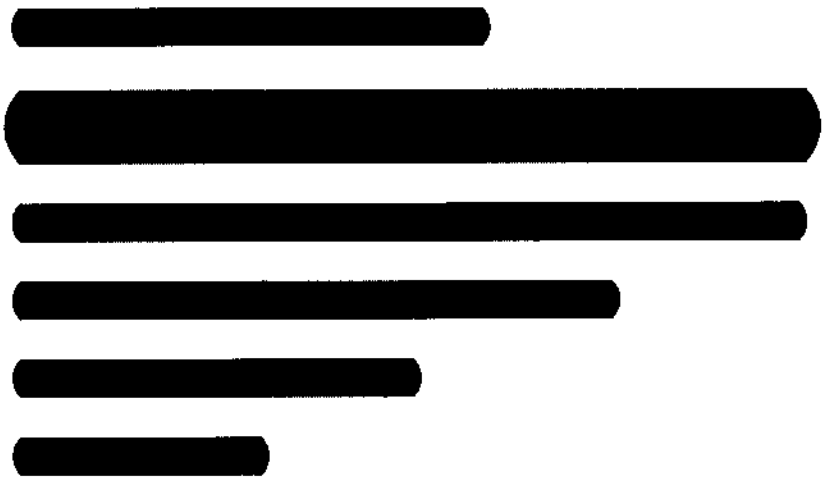

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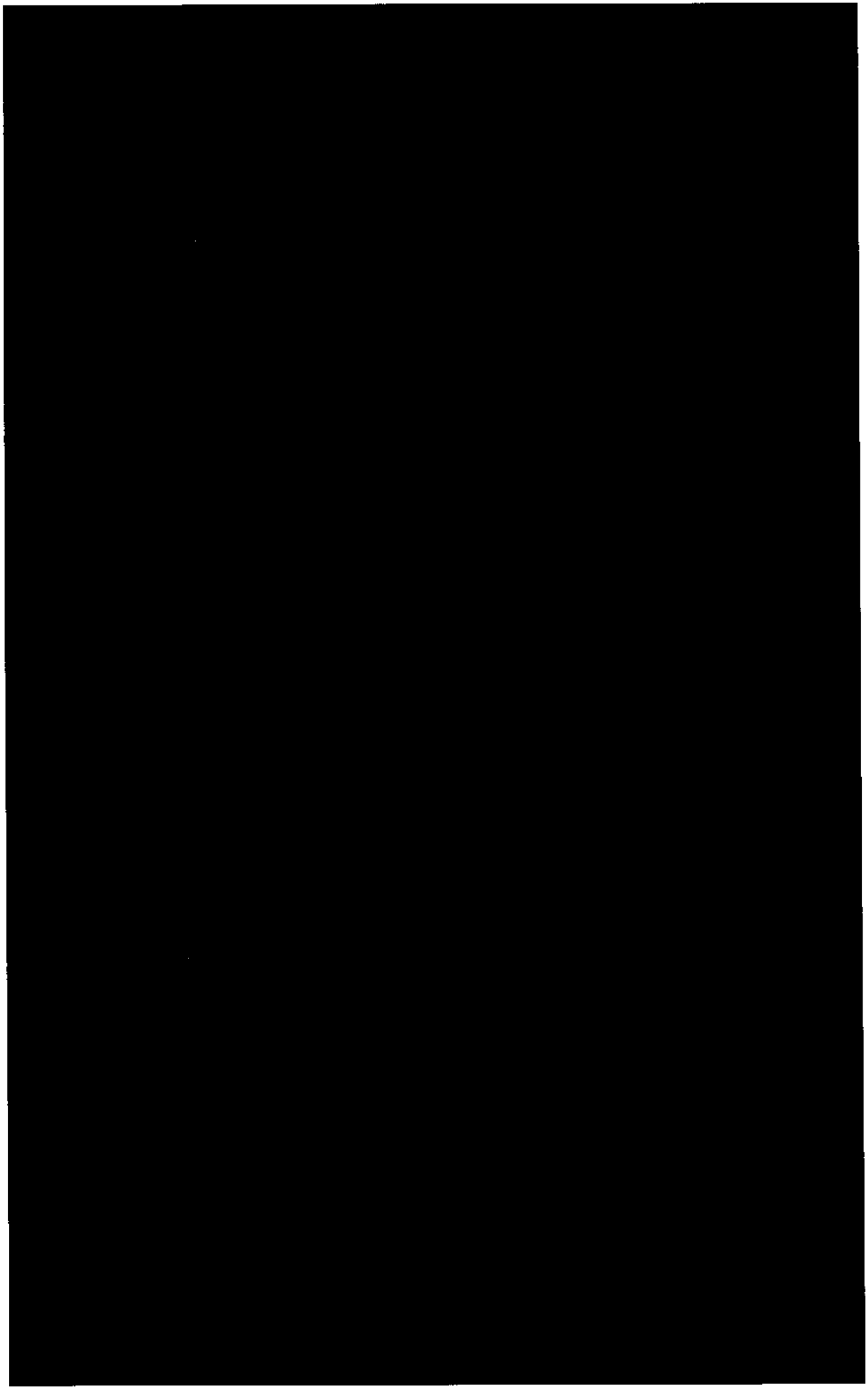

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