

EQUIPMENT PURCHASE AGREEMENT

BETWEEN

CNTIC CAPITAL (HONG KONG) CO., LIMITED
(中技資本香港有限公司)

AND

CHINA NATIONAL TECHNICAL IMPORT & EXPORT CORPORATION
(中國技術進出口集團有限公司)

AND

VPOWER GROUP HOLDINGS LIMITED
(偉能集團控股有限公司)

AND

VPOWER HOLDINGS LIMITED
(偉能集團有限公司)

AND

VPOWER MYANMAR LIMITED

Dated as of 4 September 2024

EQUIPMENT PURCHASE AGREEMENT

THIS EQUIPMENT PURCHASE AGREEMENT (this "**Agreement**"), dated as of 4 September 2024, is made by and between the following parties:

- (1) **CNTIC CAPITAL (HONG KONG) CO., LIMITED** (中技資本香港有限公司), a company incorporated under the Laws of Hong Kong, with its registered office at Room 3302- 03, Convention Plaza Office Tower, 1 Harbour Rd, Wan Chai, Hong Kong ("**Buyer 1**");
- (2) **CHINA NATIONAL TECHNICAL IMPORT & EXPORT CORPORATION** (中國技術進出口集團有限公司), a company established under the laws of the PRC with limited liability whose principal place of business is located at Block C, Tongyong Shidai Centre, Xiyong Street, House No. 1, Fengtai District, Beijing, The People's Republic of China (the "**PRC**") (中國北京市豐台區西營街1號院通用時代中心C座) ("**Buyer 2**"), each of Buyer 1 and Buyer 2 a "**Buyer**" and collectively, the "**Buyers**";
- (3) **VPOWER GROUP HOLDINGS LIMITED** (偉能集團控股有限公司), a company incorporated under the Laws of Hong Kong, with its registered office at Units 2701-05, 27/F, Office Tower 1 The Harbourfront, 18-22 Tak Fung Street, Hung Hom, Kowloon, Hong Kong ("**VGH**");
- (4) **VPOWER HOLDINGS LIMITED** (偉能集團有限公司), a company incorporated under the Laws of Hong Kong, with its registered office at Units 2701-05, 27/F, Office Tower 1 The Harbourfront, 18-22 Tak Fung Street, Hung Hom, Kowloon, Hong Kong ("**VH**"); and
- (5) **VPOWER MYANMAR LIMITED**, a company incorporated under the Laws of Hong Kong, with its registered office at Units 2701-05, 27/F, Office Tower 1 The Harbourfront, 18-22 Tak Fung Street, Hung Hom, Kowloon, Hong Kong ("**VML**"), each of VGH, VH and VML, a "**Seller**", and collectively, the "**Sellers**".

The Sellers and the Buyers are collectively referred to as the "**Parties**", and each a "**Party**".

RECITALS

WHEREAS, the Buyers are respectively wholly-owned subsidiaries of **China General Technology (Group) Holding Co., Ltd** ((中國通用技術(集團)控股有限責任公司), a company under the direct supervision of State-owned Assets Supervision and Administration Commission of the State Council of the PRC.

WHEREAS, Buyer 1 agrees to purchase the Equipment Batch 1 (defined below) and VGH agrees to sell the Equipment Batch 1 on an "as is" and "where is" basis in accordance with the terms and conditions hereof.

WHEREAS, Buyer 2 agrees (for itself and on behalf of its subsidiaries and Associates) to purchase the Equipment Batch 2 (defined below) and each of the Sellers agrees to sell the Equipment Batch 2 on an "as is" and "where is" basis in accordance with the terms and conditions hereof.

WHEREAS Buyer 2 further agrees (for itself and on behalf of its subsidiaries and Associates) to purchase the Last Batch Equipment (defined below) and VGH and VH further agree to sell the Last Batch Equipment on an "as is" and "where is" basis on accordance with the terms and conditions hereof.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each of the Buyers agrees to purchase and each of the Sellers agrees to sell the Equipment and, in the case of the Last Batch Equipment, Buyer 2 further agrees (for itself and on behalf of its subsidiaries and Associates) to purchase and each of VGH and VH further agrees to sell such Last Batch Equipment, on and subject to the terms and conditions set forth herein.

1. DEFINITION

In addition to the capitalised terms defined in other sections of this Agreement, the following terms shall have the meaning set forth in this Section 1:

- (a) **"Agreement"** means this Equipment Purchase Agreement, as the same may be amended or supplemented from time to time. The exhibits hereto shall constitute integral parts of this Agreement.
- (b) **"Announcement"** means the announcement(s) in relation to, among other things, the transactions contemplated by this Agreement to be issued by the Listco in connection with this Agreement, the Transaction Documents and the transactions contemplated thereunder.
- (c) **"Associate(s)"** has the meaning ascribed to this term under the Listing Rules;
- (d) **"Business Day"** means a day (other than a Saturday or Sunday or statutory public holiday in Hong Kong or the PRC and a day on which a typhoon signal number 8 or above or a black rainstorm is hoisted in Hong Kong at any time) on which the Stock Exchange is open for the transaction of business and on which the banks are open for business in Hong Kong and the PRC.
- (e) **"Closing"** shall have the meaning in Section 4.1.
- (f) **"Closing Date"** shall have the meaning in Section 4.1.
- (g) **"EGM Circular"** means the circular to be issued by the Listco in connection with the extraordinary general meeting of the Listco to be convened to consider, and if thought fit, to approve the transactions contemplated under the Transaction Documents.
- (h) **"Encumbrances"** means any lien, debt, pledge, mortgage, deed of trust, charge, claim, equitable interest, option, security interest, right of first option, right of first refusal, encumbrance, or similar restriction, including any restriction on use, transfer, receipt of income, or exercise of any other attribute of ownership.
- (i) **"Equipment"** means Equipment Batch 1 and Equipment Batch 2 collectively or any of them.

- (j) **"Equipment Batch 1"** means the equipment set forth on Exhibit A hereto.
- (k) **"Equipment Batch 1 Price"** shall have the meaning in Section 5.1.1.
- (l) **"Equipment Batch 2"** means the equipment set forth on Exhibit B hereto.
- (m) **"Equipment Batch 2 Price"** shall have the meaning in Section 5.1.2.
- (n) **"Extended Last Batch Equipment Closing Date"** shall have the meaning in Section 6.2.
- (o) **"Extended Last Purchase Date"** shall have the meaning in Section 6.2.
- (p) **"Force Majeure Events"** shall have the meaning in Section 11.1.
- (q) **"Governmental Authority"** means, to the extent it has jurisdiction in respect of the relevant matter, any domestic or foreign judicial, legislative, executive, regulatory or competition authority or any other governmental authority, including any federal, state, provincial, municipal governmental agency, court, tribunal, commission or similar government or political subdivision.
- (r) **"Intellectual Property"** includes, but is not limited to, in relation to the Equipment and the Last Batch Equipment and the performance of this Agreement, any patent, copyright, design right, trade mark, service mark, trade dress, trade name, goodwill, geographical indication, integrated circuit layout-design right, specifications, know-how, confidential information, trade secret, any application for any of the foregoing, and any other industrial, intellectual property or protected right similar to the foregoing (whether registered or not), in relation to the Equipment and the Last Batch Equipment and/or the performance of this Agreement, in any country and in any form, media or technology now known or later developed.
- (s) **"Last Batch Equipment"** means the equipment set forth in Exhibit C hereto.
- (t) **"Last Batch Equipment Closing"** means the closing and completion of each batch of the sale and purchase of the relevant Last Batch Equipment in accordance with Section 6.
- (u) **"Last Batch Equipment Closing Conditions"** shall have the meaning in Section 6.1.
- (v) **"Last Batch Equipment Closing Date"** shall have the meaning in Section 6.1.2.
- (w) **"Last Batch Equipment Price"** means the agreed price in respect of the relevant batches of Last Batch Equipment more particularly set out in Exhibit C or as may be adjusted in accordance with Section 5.3.

- (x) **"Last Batch Equipment Purchase Notice"** shall have the meaning in Section 6.1.2.
- (y) **"Last Purchase Date"** shall have the meaning in Section 6.1.2.
- (z) **"Listco"** means VPower Group International Holdings Limited (偉能集團國際控股有限公司), an exempted company incorporated in the Cayman Islands with limited liability, the shares of which are listed on the main board of the Stock Exchange (stock code: 1608), and parent company of the Sellers.
- (aa) **"Law"** means any national, provincial, municipal, foreign or other law, statute, constitution, principle of common law, ordinance, code, decree, regulation, rule, provision, measure, circular, ruling, injunction, order, judgment, resolution or requirement issued, enacted, adopted, promulgated, implemented or otherwise put into effect by or under the authority of any Governmental Authorities.
- (bb) **"Listing Rules"** means the Rules Governing the Listing of Securities on the Stock Exchange and the guidance letters, listing decisions, guidelines and other requirements, each as amended, supplemented or otherwise modified from time to time.
- (cc) **"Losses"** means all liabilities, costs, expenses, damages and losses (excluding any indirect or consequential losses).
- (dd) **"Person"** means any natural or legal person, including without limitation any individual, limited liability company, corporation, partnership, association, joint-stock company, trust, unincorporated organisation, governmental entity or other entity of a similar nature.
- (ee) **"Price"** shall have the meaning in Section 5.1.2.
- (ff) **"Revised Valuation Report"** shall have the meaning in Section 4.2.4.
- (gg) **"Stock Exchange"** means The Stock Exchange of Hong Kong Limited.
- (hh) **"Transaction Documents"** means this Agreement, the relevant bills of sale in respect of the Equipment and Last Batch Equipment and all other documents relating to or provided in connection with this Agreement or any of the foregoing, and now or hereafter executed in connection herewith or therewith, as the same may be modified, amended, extended or replaced.
- (ii) **"Valuation Report"** shall have the meaning in Section 4.2.4.
- (jj) **"Warranty Period"** means (A) in relation to the Equipment, the period commencing from the Closing Date until the earlier occurrence of (i) 900 utilisation hours of the relevant Equipment or (ii) one (1) year from the Closing Date and (B) in relation to the Last Batch Equipment, the period commencing from respective Last Batch Equipment Closing Date until the earlier occurrence of (i) 900 utilisation hours of the relevant Last Batch Equipment or (ii) one (1) year from the respective

Last Batch Equipment Closing Date of the relevant batch of Last Batch Equipment being purchased hereinafter.

- 1.1. In this Agreement, unless the context otherwise requires:
 - 1.1.1. each gender includes the other genders;
 - 1.1.2. the singular includes the plural and vice versa;
 - 1.1.3. references to this Agreement include its Exhibits;
 - 1.1.4. references to clauses, sub-clauses, articles, sections, and Exhibits are to clauses and/or sub-clauses of and Exhibits to this Agreement and references in an Exhibit or part of an Exhibit are to a paragraph of that Exhibit or that part of that Exhibit;
 - 1.1.5. the words "include", "includes" and "including" or similar words are deemed to be followed by the words "without limitation";
 - 1.1.6. the contents table and the descriptive headings to clauses, Exhibits and paragraphs in this Agreement are included for convenience only, have no legal effect and shall be ignored in the interpretation of this Agreement;
 - 1.1.7. references to legislation are to that legislation as from time to time modified, re-enacted or consolidated whether before or after the date of this Agreement;
 - 1.1.8. references to this Agreement, any specified clause, article, or section in this Agreement, any other document or any specified clause in any other document are to this Agreement, that document or the specified clause as in force for the time being and as amended, varied, novated or supplemented from time to time in accordance with the terms of the relevant document;
 - 1.1.9. references to a "Party" include references to the successors, permitted transferees or permitted assignees of that Party;
 - 1.1.10. references to "writing" or "written" include faxes and any other method of reproducing words in a legible and non-transitory form; and
 - 1.1.11. references to time shall mean Hong Kong time, unless otherwise stated.
- 1.2. If any provision of the Exhibits conflicts with any of the other provisions of this Agreement that are not contained in the Exhibits, the provisions of this Agreement that are not contained in the Exhibits shall take precedence.

2. PURCHASE AND SALE OF THE EQUIPMENT AND LAST BATCH EQUIPMENT

2.1. Purchase and Sale of the Equipment and Last Batch Equipment

Subject to the terms and conditions hereof, each of the Sellers agrees to sell to the Buyers, and each of the Buyers agrees to purchase from the Seller, the Equipment and, in the case of the Last Batch Equipment, Buyer 2 (and/or its subsidiaries and/or Associates) further agrees to purchase and each of VGH and VH further agrees to sell such Last Batch Equipment, free from all Encumbrances on an "as is" and "where is" basis (the "**Transaction**").

2.2. True Sale

The Sellers and the Buyers have structured the transactions contemplated by this Agreement as a purchase and sale of Equipment, and the Last Batch Equipment on basis as a "true sale" for all purposes under relevant Laws. After the Closing Date and/or Last Batch Equipment Closing Date (as the case may be), when inquired, the Sellers will advise all Persons inquiring about the ownership of the Equipment or the Last Batch Equipment (if applicable) that the Equipment or the Last Batch Equipment (if applicable) has been sold to the Buyers.

2.3. No Assumption of Liabilities

2.3.1 Nothing in this Agreement shall pass to the Buyers, or be construed as acceptance or assumption by the Buyers of, any liability, debt, claims or proceedings against or obligations of the Sellers (whether accrued, absolute, contingent, known or unknown) for anything done or omitted to be done before the Closing Date, in respect of or in connection with the Equipment, and before the respective Last Batch Equipment Closing Date, in respect of or in connection with the Last Batch Equipment and the Sellers shall jointly and severally: (a) indemnify each of the Buyers, its respective successors, assigns, and their respective officers, directors, agents, employees and representatives against all Losses suffered or incurred by any one or both of the Buyers or any such persons, arising out of or in connection with any such matter aforementioned; and (b) perform all such obligations or rectification actions (including defending any such claims) falling due for performance which should have been performed in order to remedy and keep harmless the Buyers against any and all of such Losses.

2.3.2 The Sellers shall, in accordance with its ordinary and usual practice of an operator of the Equipment and the Last Batch Equipment, pay, satisfy or discharge all debts, liabilities and obligations, whether by way of maintenance or otherwise, relating in any way to the Equipment up to and including the Closing Date, and in the case of the Last Batch Equipment, up to and including the relevant Last Batch Equipment

Closing Date. In the event that any of the Buyers becomes aware that any of the Seller has failed or omitted to discharge any such debts, liabilities or obligations, and believes that such failure or omission may affect the operability, capacity or efficiency of the Equipment or the Last Batch Equipment in a material way, it shall be entitled (but not obliged) to give notice of such fact to the relevant Seller upon which the relevant Seller shall immediately take all such measures and actions as may be necessary to rectify any or all such failure or omission.

3. DELIVERY OF THE EQUIPMENT AND LAST BATCH EQUIPMENT

3.1. Delivery of the Equipment and Last Batch Equipment

3.1.1. The Sellers shall deliver the Equipment on "as is" and "where is" basis to the Buyers as of the Closing Date, and VGH and VH shall deliver the Last Batch Equipment on "as is" and "where is" basis to Buyer 2 (and/or its subsidiaries and/or Associates) as of the respective Last Batch Equipment Closing Date.

3.1.2. At the time of delivery, (a) all data, receipts and other documents and information; (b) and all operation, repair and maintenance records in respect of the Equipment and the Last Batch Equipment (if applicable) shall be delivered to the Buyers together with the Equipment and the Last Batch Equipment (if applicable). The insurance relating to the Equipment and the Last Batch Equipment (if applicable) shall be assigned to Buyer 2 (and/or its subsidiaries and/or Associates) or with Buyer 2 (and/or its subsidiaries and/or Associates) added as a beneficiary as may be agreed between the Parties.

4. CLOSING

4.1. Closing

The closing ("**Closing**") shall take place on a date to be mutually agreed between the Parties in writing within six (6) months from the satisfaction (or waiver in writing by the relevant Buyer, where applicable) ("**Closing Date**") in the following manner:

4.1.1 VGH shall deliver to Buyer 1 the duly signed bill of sale in respect of Equipment Batch 1; and

4.1.2 VGH, VH and VML shall deliver to Buyer 2 (and/or its subsidiaries and/or Associates) the duly signed bill of sale in respect of Equipment Batch 2.

or in such other manner as the Buyers and the Sellers may mutually agree in writing. On the Closing Date, the Parties shall exchange original documents evidencing the conditions set out in Section 4.2.1 to 4.2.8 below whereupon the Buyers shall effect payment of the Price in accordance with Section 5.2 below. For the avoidance of doubt,

unless otherwise agreed between the Parties, Closing shall take place simultaneously in respect of all of the Equipment owned by the Sellers.

4.2. Closing Conditions

The obligation of the Parties to consummate the sale and purchase of the Equipment and the Last Batch Equipment, if applicable, is subject to the satisfaction (or waiver in writing by the Buyers, where applicable) of each of the following conditions ("**Closing Conditions**"):

- 4.2.1. each of the representations, warranties and covenants of each of the Sellers contained in Section 14 hereof shall have been true, accurate and complete in all material aspects when made and shall be true, accurate and complete in all material aspects on and as of the Closing Date and the respective Last Batch Equipment Closing Date (as may be applicable) with the same effect as though such representations, warranties and covenants had been made on and as of the Closing Date and the respective Last Batch Equipment Closing Date (as may be applicable), except in either case for those warranties that address matters only as of a particular date, which warranties will have been true and complete as of such date;
- 4.2.2. each of the Sellers shall have entered into and delivered Transaction Documents in the form and substance satisfactory to the Buyers;
- 4.2.3. each of the Seller shall have obtained or made all necessary licenses, consents and approvals of, notices to and filings or registrations with any Governmental Authority or any other person required pursuant to any applicable Laws, or pursuant to any contract binding on any of the Sellers or the Equipment and the Last Batch Equipment (if applicable) (the "**Necessary Approvals**") and such Necessary Approvals as may be required to transfer and assign the registered, legal and beneficial ownership interest in the Equipment and the Last Batch Equipment (if applicable) in full to the Buyers, and further that all such Necessary Approvals shall remain valid, unconditional (wherein any conditions related to the Necessary Approvals shall be customary and acceptable to the Buyers at their discretion) and effective up to and including the time immediately prior to the Closing and the respective Last Batch Equipment Closing (as may be applicable) have not been revoked, terminated or suspended;
- 4.2.4. each of the Sellers shall have completed and finalised the itemised appraisal of the Equipment and the Last Batch Equipment, from a reputable appraisal firm approved by the Buyers, the draft of which is currently available to the Buyers ("**Draft Valuation Report**") and such finalised Draft Valuation Report (the "**Valuation Report**") shall be mutually agreed by the Parties and delivered to the Buyers prior to the issuance of the EGM Circular;

- 4.2.5. the necessary resolutions on the approval of the execution and delivery of the Transaction Documents and the performance of the obligations by each of the Sellers thereunder shall have been duly approved by the board and the independent shareholders of the Listco (as the case may be) in accordance with the applicable requirements under the Listing Rules in respect of the transactions contemplated under the Transaction Documents, with such resolutions not having been revoked or vitiated;
- 4.2.6. the shareholders' meeting of each of the Sellers shall have duly adopted written resolutions approving its execution and delivery of the Transaction Documents and the performance of its obligations thereunder in respect of the transactions contemplated under the Transaction Documents that may be applicable to such Seller, with such resolutions not having been revoked or vitiated;
- 4.2.7. the board of directors of each of the Sellers shall have duly resolved to approve its execution and delivery of the Transaction Documents and the performance of its respective obligations thereunder, with such resolutions not having been revoked or vitiated; and
- 4.2.8. the Buyers shall have obtained all necessary approvals (including but not limited to approvals and/or filings required by state-owned asset supervision and administration regulations, and approval of the board and shareholders of the Buyers) to authorise and approve the execution and delivery of this Agreement and consummation of the Transaction.

If any conditions above cannot be satisfied (or waived, where applicable) on or before the Long Stop Date, the Parties shall discuss in good faith whether the Transaction will proceed or not.

The Parties shall use their respective best endeavors to procure the fulfilment of the Closing Conditions. If any of the Buyers or any of the Sellers is aware of any fact, matters, event and/or circumstance, which may cause any obstruction to fulfilment of the Closing Conditions, it shall notify the other Parties immediately in writing accordingly. The Closing Conditions in Sections 4.2.3, 4.2.4 4.2.5, 4.2.6 and 4.2.7 shall not be waivable.

4.3 Post Closing Assurance

Notwithstanding Closing of the Transaction, each of the Sellers shall take all steps necessary to put the Buyers or its successors and assigns in actual possession and operating control of the Equipment, to carry out the intent of this Agreement and to more effectively sell, transfer, convey, assign and reduce to possession and record to title any of the Equipment, including by executing and delivering, or causing to be executed and delivered, such further instruments or documents of transfer, assignment and conveyance, or by taking such

other actions as may be required under the Laws of the jurisdictions in which the relevant Equipment is located or as may be reasonably requested by the Buyers.

4.4 Transfer of Title to the Equipment

The title to the Equipment shall be transferred to the Buyers upon the occurrence of the Closing hereunder.

5. PRICE OF THE EQUIPMENT AND PAYMENT TERMS

5.1. PRICE OF THE EQUIPMENT

5.1.1 The price to be paid by Buyer 1 to purchase the Equipment Batch 1 is the USD equivalent of RMB610,488,119 ("**Equipment Batch 1 Price**"), subject to further adjustment pursuant to Section 5.3.

5.1.2 The price to be paid by Buyer 2 (and/or its subsidiaries and/or Associates) to purchase the Equipment Batch 2 is RMB660,811,889 ("**Equipment Batch 2 Price**", collectively with Equipment Batch 1 Price, the "**Price**"), subject to further adjustment pursuant to Section 5.3.

5.1.3 The aggregate Last Batch Equipment Price payable by Buyer 2 (and/or its subsidiaries and/or Associates) under Section 6 as part of the Last Batch Equipment Closing is RMB341,668,962 and the relevant price of each sub-batch of the Last Batch Equipment is set forth in Exhibit C, subject to further adjustment pursuant to Section 5.3.

5.2. Payment Terms

The Price or the Final Price (as may be adjusted under Section 5.3.2) shall be paid by the Buyers on the Closing Date by way of banker's cheque or cashier's order drawn from a bank or by telegraphic transfer to a designated account with a licensed bank to such entities as directed by the Sellers in USD (for the Equipment Batch 1 Price) and RMB (for the Equipment Batch 2 Price and the Last Batch Equipment Price).

5.3. Price Adjustment

5.3.1 Within 30 days after the date of this Agreement, each of the Sellers shall use reasonable best efforts to obtain and deliver to the Buyers a further revised draft of the Draft Valuation Report (the "**Revised Draft Valuation Report**"). Upon mutual confirmation and acceptance of the Revised Draft Valuation Report, such Revised Draft Valuation Report shall be designated as the Valuation Report (as defined in Section 4.2.4 above). The value of the Equipment and the Last Batch Equipment in the Valuation Report shall be referred to as the "**Appraised Value**".

5.3.2 To the extent that the Price and/or the Last Batch

Equipment Price deviates from the Appraised Value, the Parties shall make adjustments to the Price and the Last Batch Equipment Price and agree on the final adjusted price (the "**Final Price**") to align with the Appraised Value.

6. LAST BATCH EQUIPMENT CLOSING

6.1 The Last Batch Equipment Closing shall be conditional upon (a) the satisfaction (or waiver in writing by Buyer 2 (and/or its subsidiaries and/or Associates)) of the Closing Conditions, other than the conditions in Section 4.2.4, 4.2.5, 4.2.6 and 4.2.7 which need not be repeated after Closing); (b) each of the relevant Sellers having transported the relevant Last Batch Equipment to Indonesia, Singapore or Hong Kong or such other warehouses or sites as may be designated by the Buyers pending the Last Batch Equipment Closing; and (c) further specific approval in respect of the purchase of sub-batch(es) of the Last Batch Equipment (in such mutually agreed configuration) obtained by Buyer 2 (and/or its subsidiaries and/or Associates) upon its evaluation of the information with respect to such sub-batch(es) of the Last Batch Equipment as may be provided by VGH and/or VH ("**Last Batch Closing Conditions**"). Upon fulfilment of the Last Batch Closing Conditions, Buyer 2 (and/or its subsidiaries and/or Associates) shall complete the purchase of such Last Batch Equipment as approved in accordance with the following terms:

- 6.1.1 Purchase of the Last Batch Equipment by Buyer 2 (and/or its subsidiaries and/or Associates) may be completed in multiple transactions, provided that sale and purchase of a sub-batch of the Last Batch Equipment (in such mutually agreed configuration) must be completed in whole but not in part.
- 6.1.2 At any time on or before the seventh Business Day before 30 June 2025 ("**Last Purchase Date**") (or other date as may be agreed by the Parties in accordance with Clause 6.2), Buyer 2 (and/or its subsidiaries and/or Associates) shall, upon obtaining its further specific approval, issue a notice in writing to VGH and/or VH specifying the details of the specific sub-batch(es) of the Last Batch Equipment (in such mutually agreed configuration) that would be purchased under such notice (the "**Last Batch Equipment Purchase Notice**") whereupon within seven (7) Business Days of the date of such Last Batch Equipment Purchase Notice:
 - (a) VGH or VH shall deliver the duly signed bill of sale in respect of the relevant sub-batch(es) of the Last Batch Equipment to Buyer 2 (and/or its subsidiaries and/or Associates) in accordance with the Last Batch Equipment Purchase Notice; and
 - (b) Buyer 2 (and/or its subsidiaries and/or Associates) shall pay the relevant sub-batch(es) of the Last Batch Equipment Purchase Price on the same day when the duly signed bill of sale in Section 6.1.2(a) above has been delivered (the "**Last Batch Equipment Closing Date**") by way of banker's cheque or cashier's order drawn from a bank or telegraphic transfer to a designated account with a licensed bank to such entities as

directed by VGH or VH, as the case may be, in RMB.

upon which the relevant sub-batch(es) of the Last Batch Equipment Closing in respect of the relevant Last Batch Equipment as specified in such Last Batch Equipment Purchase Notice shall be completed.

- 6.2 In the event that further specific approval to purchase any part or all of the Last Batch Equipment cannot be obtained from Buyer 2 (and/or its subsidiaries and/or Associates) before the Last Purchase Date, the Parties may enter into an agreement to extend the Last Purchase Date for the period of one (1) year (the "**Extended Last Purchase Date**") and the Last Batch Equipment Closing Date shall be correspondingly extended so that it falls on or before the Extended Last Purchase Date (the "**Extended Last Batch Equipment Closing Date**"), and mutually agree to adjust the Last Batch Equipment Price in respect of any unsold sub-batch(es) of the Last Batch Equipment in accordance to the appraised value of such unsold sub-batch(es) of the Last Batch Equipment under an updated version of the Valuation Report (which shall be mutually agreed by the Parties) and prepared by an independent valuer, which shall remain valid as at the Extended Last Batch Equipment Closing Date. The entering into of any new agreement between the Parties and the performance of obligations contemplated thereunder by the Listco shall comply with the then prevailing Listing Rules.
- 6.3 Notwithstanding the Last Batch Equipment Closing, each of the Sellers shall take all steps necessary to put Buyer 2 (and/or its subsidiaries and/or Associates) or its respective successor and assigns in actual possession and operating control of the relevant Last Batch Equipment, to carry out the intent of this Agreement and to more effectively sell, transfer, convey, assign and reduce to possession and record to title any of the relevant Last Batch Equipment, including by executing and delivering, or causing to be executed and delivered, such further instruments or documents of transfer, assignment and conveyance, or by taking such other actions as may be required under the Laws of the jurisdictions in which the relevant Last Batch Equipment is located or as may be reasonably requested by Buyer 2 (and/or subsidiaries and/or Associates).
- 6.4 The title to the relevant Last Batch Equipment shall be transferred to Buyer 2 (and/or subsidiaries and/or Associates) upon the occurrence of the Last Batch Equipment Closing in respect of such Last Batch Equipment.

7. WARRANTY AND LIABILITY FOR DEFECT

7.1. Warranty

7.1.1. Each of the Sellers jointly and severally warrants that it has valid marketable title free from any Encumbrance to the Equipment and the Last Batch Equipment sold hereunder and that the Equipment and the Last Batch Equipment shall:

- (a) be free and clear of all Encumbrances and remain so at the time of Closing or the Last Batch Equipment Closing, as the case may be;
- (b) be free from defects, including, without limitation, any latent defects that may not be readily evident that

become apparent but material for normal operation of the Equipment or the Last Batch Equipment during the Warranty Period and be fit for and operational for the intended purposes (reasonable fair wear and tear excepted);

- (c) be of merchantable quality and conform to the descriptions in respect of the Equipment and the Last Batch Equipment provided by the Sellers to the Buyers hereunder (reasonable fair wear and tear excepted);
- (d) not be subject to any dispute, proceedings or investigations in respect of any contracts or projects to which it is being deployed, utilised or in operation; and
- (e) not have caused or the operation of which shall not have been related to any events or circumstances that would reasonably be expected to form any basis of an order for clean-up or remediation, or any action, suit or proceeding by any party, Government Authority or agency, relating to any hazardous pollutants, toxic contaminants, materials or wastes resulting from the operation, generation, treatment or storage of such Equipment or the Last Batch Equipment.

8. PRODUCT LIABILITY

8.1. During the Warranty Period in respect of the relevant Equipment or the Last Batch Equipment (as the case may be), each of the Sellers shall be responsible for damage or personal injuries caused by any of the following events on a several liability basis:

- (a) any defect in the Equipment (reasonable fair wear and tear excepted) and/or the Last Batch Equipment, if applicable, (reasonable fair wear and tear excepted) attributable to the Seller, its subcontractors (if applicable), agents, representatives or employees or otherwise on or before the Closing Date and/or the respective Last Batch Equipment Closing Date (as may be applicable); or
- (b) any wilful act, negligent act or omission of the Seller, as an operator of the Equipment and/or the Last Batch Equipment, if applicable, its subcontractors (if applicable), agents, representatives or employees on or before the Closing Date and/or the respective Last Batch Equipment Closing Date (as may be applicable).

9. INTELLECTUAL PROPERTY

9.1. Intellectual Property of the Seller

- 9.1.1. Each of the Sellers agrees and warrants on a joint and several basis that the Buyers has the right to use all of the intellectual property rights in relation to the Equipment and the Last Batch Equipment for the purpose of using the

Equipment and the Last Batch Equipment in accordance with the relevant Buyer's operations and contracts. In particular, each of the Buyers (and its end-users the Equipment and the Last Batch Equipment) shall have a perpetual, free-of-charge, world-wide licence to use all of the software attached to or incorporated in the Equipment and the Last Batch Equipment. For the avoidance of doubt, any licence granted by the Sellers to the Buyers pursuant to this Section 9.1 shall continue notwithstanding the termination of this Agreement.

- 9.1.2. Each of the Sellers shall jointly and severally indemnify and hold harmless each of the Buyers, its respective successors, assigns, and their respective officers, directors, agents, employees and representatives against and from any and all Losses incurred or suffered by the Buyer or such persons above as a result of any infringement or alleged infringement of intellectual property rights of any third Person caused by or in connection with the Equipment or the Last Batch Equipment or any use of the Equipment or the Last Batch Equipment.

10. CONFIDENTIALITY

- 10.1. In order to perform the obligations hereunder, either Party may disclose to the other Parties its confidential or proprietary information or other confidential matters (collectively the "**Confidential Information**"). Each Party receiving any Confidential Information shall:

- (a) maintain the confidentiality of the Confidential Information;
- (b) limit access to the Confidential Information to only those of its personnel as are necessary for the implementation of this Agreement;
- (c) not disclose, convey, assign, transfer, license or deliver, directly or indirectly, to any third Person any Confidential Information; and
- (d) not use any of the Confidential Information for any purpose other than for the implementation of this Agreement.

- 10.2. The provisions in Section 10.1 regarding non-disclosure shall not apply to:

- (a) confidential communications to the Parties' respective professional advisors that are under an equivalent obligation of confidentiality;
- (b) disclosure required to be made by applicable Laws or Governmental Authority or other clearances or consents from any relevant authority, including but not limited to the Announcement and the EGM Circular;

- (c) information which has become public knowledge through no fault of any Party; and
- (d) information which was disclosed to the receiving Party in good faith by a third Person who is not subject to any obligation of confidentiality.

11. FORCE MAJEURE

- 11.1. Each Party shall be entitled to suspend performance of its obligations under the Agreement to the extent that such performance is prevented by any act or event which is not reasonably foreseeable and avoidable and which is beyond the reasonable control of the affected party (the "**Force Majeure Events**"). Force Majeure Events shall include, but not be limited to, earthquake, typhoon, flood and other acts of nature, fire, war, riots and terrorist acts.
- 11.2. The Party claiming to be affected by any Force Majeure Event shall notify the other Party in writing within three (3) days after the occurrence of the Force Majeure Event. Furthermore, such Party shall immediately inform the other Party of the cessation of the Force Majeure Event.
- 11.3. If any Force Majeure Event occurs, neither Party shall be responsible for any damage, increased cost or loss which the other Party may sustain by reason of the failure or delay of performance resulting therefrom, and such failure or delay shall not be deemed a breach of this Agreement. The Party claiming a Force Majeure Event shall take appropriate measures to minimise or remove the effects of the Force Majeure Event and exert efforts to resume full performance of its obligations hereunder as early as possible.
- 11.4. If the performance of this Agreement has been suspended for more than thirty (30) days due to any Force Majeure Event, the Parties shall conduct consultation with each other to decide if this Agreement shall be further performed or be terminated.

12. BREACH AND TERMINATION OF THIS AGREEMENT

12.1. Breach of this Agreement

Except as provided for in Section 11 above, a Party shall be in breach of this Agreement if it fails to fully perform any of its obligations hereunder (including, without limitation, breach of any of its warranties and representations contained herein or made hereunder) and be liable for damages in accordance with applicable Laws and where applicable, the indemnification provisions under Section 13.

12.2. Termination of this Agreement

- 12.2.1. This Agreement may be terminated upon unanimous consent of the Parties.

12.2.2. In addition to the other events of termination as provided herein, a Party is entitled to terminate this Agreement with a written notice to the other Party, if the other Party:

- (a) commits a breach of any of its material obligations under this Agreement and fails to rectify it within 30 days of the receipt of the written notice of rectification issued by the other Party;
- (b) is in the process of liquidation (either voluntary or compulsory), or any of its assets is enforced; or
- (c) makes a general assignment for the benefit of its creditors, become insolvent or have a receiver appointed.

If any Party terminates this Agreement pursuant to this Section 12.2.2, the other Party shall indemnify such Party against any and all Losses incurred or suffered by it therefrom.

12.2.3. Without prejudice to either Party's rights against the other for any antecedent breaches, the Parties agree that they shall discuss in good faith whether to terminate or extend this Agreement in the event that the Closing Conditions in respect of the Equipment fails to be satisfied or waived on or before 31 October 2024 (or such other date as may be agreed by the Parties) ("**Long Stop Date**").

13. INDEMNIFICATION

13.1. Each of the Seller jointly and severally agrees to defend, indemnify and hold harmless each of the Buyers, its respective successors, assigns, and their respective officers, directors, agents, employees and representatives from any Losses arising out of, resulting from or in connection with any misrepresentation or breach of any representation warranties or undertakings made by any of the Sellers in this Agreement, breach of any covenant or agreement made by any of the Sellers in this Agreement, or the negligence or gross negligence of any of the Sellers.

13.2. Each of the Sellers jointly and severally agrees to defend, indemnify and hold harmless each of the Buyers, its respective successors, assigns, and their respective officers, directors, agents, employees and representatives from any and all Losses arising out of, resulting from or in connection with any claim of infringement of any third Person's Intellectual Property or other rights that may occur in connection with any of the Sellers' performance of its obligations hereunder or the ownership or use of the Equipment and the Last Batch Equipment (if applicable) by such Buyer, its customers or end-users. Should any such claim impair any of the Sellers' performance of its obligations hereunder or the ownership or use of the Equipment and the Last Batch Equipment (if applicable) by the relevant Buyer, its customer or end-users, the relevant Seller shall, at its own expense, timely procure the right to use such Intellectual

Property so as to continue its performance of this Agreement and permit the relevant Buyer, its customers and end-users to continue to own and use the Equipment and the Last Batch Equipment (if applicable).

14. REPRESENTATIONS AND WARRANTIES AND COVENANTS

14.1. Each of the Sellers hereby represents, warrants and covenants on a joint and several basis to the Buyers as follows:

14.1.1. Each of the Sellers is a corporation duly organised and validly existing under the Laws of the jurisdiction in which it was formed and has the requisite power and authority to own, lease, and operate its properties and to carry on its business from its time of incorporation and as now conducted. Each of the Sellers is duly qualified to transact business and is in good standing in each jurisdiction in which it needs to perform this Agreement and in which its ownership of the Equipment and the Last Batch Equipment makes such qualification necessary.

14.1.2. Subject to the fulfilment of the Closing Conditions 4.2.3, 4.2.5, 4.2.6 and 4.2.7, (i) each of the Sellers has the requisite power and authority to execute this Agreement and to consummate the Transaction, and (ii) the execution and delivery of this Agreement by such Sellers and the consummation by each of the Sellers of the Transaction have been duly authorised by all necessary action on the part of such Seller. This Agreement has been duly executed and delivered by the Sellers and constitutes valid and binding obligations of the Sellers, enforceable against it in accordance with its terms.

14.1.3. Subject to the fulfilment of the Closing Condition 4.2.3, the execution and delivery by each of the Sellers of this Agreement and the consummation of the Transaction do not and will not violate: (i) any provision of the organizational or constituent documents of such Seller; (ii) any approval or order of any Governmental Authority to which such Seller is bound or subject; (iii) any applicable Laws; or (iv) any agreement by which such Seller is bound or by which its assets are subject.

14.1.4. Subject to the fulfilment of the Closing Condition 4.2.3, no order or approval issued by, or declaration or filing with, or notification to, or waiver or consent from any Governmental Authority or any third party (other than the approval from the board and the independent shareholders of the Listco (as the case may be) in Section 4.2.5, the shareholders' approval in Section 4.2.6 and the board approval in Section 4.2.7 above) is required on the part of each of the Sellers in connection with the execution and delivery of this Agreement, or the compliance or performance by such Seller with any provision contained in this Agreement.

- 14.1.5. There is no action or order pending or, to the Sellers' knowledge, threatened against any of the Sellers that seeks to restrain or prohibit the consummation of the Transaction, the legality or validity of this Agreement.
- 14.1.6. Each of the Sellers has good, valid and marketable title to the Equipment and the Last Batch Equipment, free and clear of any and all Encumbrance.
- 14.1.7. No rights of first refusal or other preferential rights to purchase the Equipment and the Last Batch Equipment are held by any third Person.
- 14.1.8. Each of the Sellers will execute and deliver such additional instruments and other documents, and will take such further actions as may be necessary or appropriate to effectuate, carry out, and comply with all of the terms of this Agreement.
- 14.2. Each of the Buyers hereby represents and warrants and covenants to the Sellers as follows:
 - 14.2.1. Each of the Buyers is a company, duly organised, validly existing, and in good standing under the Laws of Hong Kong. Each of the Buyers is duly qualified to transact business and is in good standing in each jurisdiction as needed to perform this Agreement.
 - 14.2.2. Subject to the fulfillment of the Closing Condition under Section 4.2.8, and further, in the case of the Last Batch Equipment, the fulfillment of the condition of obtaining further specific approval for the purchase of such Last Batch Equipment in Section 6.1, each of the Buyers have the requisite power and authority to execute this Agreement and to consummate the Transaction. The execution and delivery of this Agreement by each of the Buyers and the consummation by each of the Buyers of the Transaction have been duly authorised by all necessary action on the part of the relevant Buyer. This Agreement has been duly executed and delivered by the Buyers and constitutes valid and binding obligations of the Buyers, enforceable against each of the Buyers in accordance with its terms.
 - 14.2.3. The execution and delivery by each of the Buyers of this Agreement and the consummation of the Transaction do not and will not violate: (i) any provision of the organizational or constituent documents of such Buyer; (ii) any approval or order of any Governmental Authority to which such Buyer is bound or subject; (iii) any applicable Laws or (iv) any agreement by which such Buyer is bound or by which its assets are subject.

15. TAXES AND EXPENSES

15.1. Tax

Each of the Sellers shall be solely liable for and pay any and all applicable federal, state, county, or local sales, use, and transfer taxes and any and all , use, and transfer taxes or other similar governmental charges arising in connection with the sale of the Equipment and the Last Batch Equipment (if applicable) hereunder, as may be levied upon a seller of such Equipment and Last Batch Equipment (if applicable) and each of the Buyers shall be liable for the relevant taxes as may be levied upon a purchaser of such Equipment and Last Batch Equipment (if applicable).

15.2. Fees and Expenses

Each Party shall bear and pay its own costs and expenses incurred in the negotiation, preparation, execution and Closing and the respective Last Batch Equipment Closing, if applicable, of this Agreement and all documents and transactions contemplated hereby.

16. GOVERNING LAW AND DISPUTE RESOLUTION

16.1. Governing Law

This Agreement is governed by the Laws of Hong Kong and shall be construed and enforced in accordance with the Laws of Hong Kong excluding any conflicts or choice of law rule or principle that might otherwise refer construction or interpretation of this Agreement to the substantive law of another jurisdiction.

16.2. Dispute Resolution

Any dispute, controversy or claim arising under or relating to this Agreement, or any breach hereof (collectively the "**Dispute**") shall be submitted to the Hong Kong International Arbitration Centre ("**HKIAC**") for arbitration at Hong Kong by an arbitration tribunal in accordance with the Arbitration Rules of HKIAC effective at the time of submission of the Dispute to arbitration. In the event that more than one Dispute arises under this Agreement, such Disputes may be consolidated in a single arbitration proceeding.

17. MISCELLANEOUS

17.1. Effectiveness

This Agreement shall become effective on the date of execution by the Parties hereof as first above written.

17.2. Entire Agreement

This Agreement, together with its exhibits which form integral parts hereof, and all other Transaction Documents, constitutes the entire agreement between the Parties on the subject matter hereof and shall supersede all previous written or oral agreements, contracts, commitments, undertakings and communications between the Parties in relation to the subject matter of this Agreement. Delivery of an executed copy of this Agreement by facsimile or any other electronic

means shall be deemed as effective for all purposes as delivery of a manually executed copy.

17.3. Severability

If any provision of this Agreement or any part hereof is determined illegal or unenforceable by arbitrators or a court of competent jurisdiction, that provision shall, to the extent of its invalidity, be deemed removed from this Agreement, and all other provisions hereof shall remain in full force and effect.

17.4. Notices

Any notice or other formal communication related to this Agreement shall be in writing and shall be personally delivered, delivered by registered mail or air courier or facsimile to the Party to be served at its address set out below. Either Party may change its address by a notice to the other Party in the manner set forth above. Notices shall be deemed received as of the times set forth below: (i) on the date of receipt if it is delivered by hand; (ii) ten (10) days after it is posted if it is delivered by registered mail; (iii) five (5) days after it is delivered to an internationally recognised courier service if it is delivered by air courier; or (iv) twenty-four (24) hours following transmission by facsimile with confirmed successful answer back if it is delivered by facsimile.

(a) To Buyer 1
CNTIC CAPITAL (HONG KONG) CO., LIMITED (中技資本香港有限公司)
Address: Room 3302-03, Convention Plaza Office Tower, 1 Harbour Rd, Wan Chai, Hong Kong
Attention: 应文胜
Phone no.: 13701124900
Email: yingwensheng@cntic.gt.cn

To Buyer 2 (and/or its subsidiaries and/or Associates)

CHINA NATIONAL TECHNICAL IMPORT & EXPORT CORPORATION (中國技術進出口集團有限公司)
Address: Block C, Tongyong Shidai Centre, Xiying Street, House No. 1, Fengtai District, Beijing, The People's Republic of China
(中國北京市豐台區西營街 1 號院通用時代中心 C 座)
Attention: 应文胜
Phone no.: 13701124900
Email: yingwensheng@cntic.gt.cn

(b) To the Sellers

VPOWER GROUP HOLDINGS LIMITED (偉能集團控股有限

公司)

Address: Units 2701-05, 27/F, Office Tower 1,
The Harbourfront, 18-22 Tak Fung Street,
Hung Hom, Kowloon, Hong Kong

Attention: Mr. Jin Jiantang

Phone no.: 852 2687 6517

Fax no: 852 2687 6854

Email: jiantang.jin@vpower.com

VPOWER HOLDINGS LIMITED (偉能集團有限公司)

Address: Units 2701-05, 27/F, Office Tower 1,
The Harbourfront, 18-22 Tak Fung Street,
Hung Hom, Kowloon, Hong Kong

Attention: Mr. Jin Jiantang

Phone no.: 852 2687 6517

Fax no: 852 2687 6854

Email: jiantang.jin@vpower.com

VPOWER MYANMAR LIMITED

Address: Units 2701-05, 27/F, Office Tower 1,
The Harbourfront, 18-22 Tak Fung Street,
Hung Hom, Kowloon, Hong Kong

Attention: Mr. Jin Jiantang

Phone no.: 852 2687 6517

Fax no: 852 2687 6854

Email: jiantang.jin@vpower.com

17.5. Assignment

This Agreement and the rights and obligations hereunder may not be assigned, in whole or in part, by any Party without the prior written consent of the other Parties.

17.6. Independent Contractors

The Parties to this Agreement are independent contractors and nothing in this Agreement shall operate to create a relationship of agency, partnership or employment between the Parties and neither Party shall have any right or authority to act on behalf of the other nor to bind the other by contract or otherwise (except as expressly permitted by the terms of this Agreement).

17.7. Headings

All headings used in this Agreement are for convenient reference only and shall not, in any way, affect the interpretation hereof.

17.8. Amendment and Waiver

No modification or amendment to any provision of this Agreement (including both the main text of this Agreement and all of the exhibits hereto) shall be effective unless it is in writing and signed by the authorised representatives of the Parties.

No waiver of any provision of this Agreement shall be valid and enforceable unless it is in writing and signed by the authorised representative of the Party granting the waiver. The waiver by any Party of a breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach of such provision or of any other provision.

17.9. Time

Time shall be of the essence of this Agreement.

17.10. Third Party Rights

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the laws of Hong Kong) to enforce any term of, or enjoy any benefit under, this Agreement but this provision does not affect any right or remedy of a third party which exists or is available apart from that Ordinance, including, for the avoidance of doubt, any such right or remedy of any party covered under the indemnity provisions herein. This Agreement may be terminated or rescinded and any term may be amended, varied or waived without the consent of or notice to any person who is not a party to this Agreement.

17.11. Further Assurances.

Each Party shall use all reasonable best efforts to take, or cause to be taken, all actions, and to do, or cause to be done, and to assist and cooperate with the other Party in doing, all things necessary, proper or advisable to carry out the intent and purposes of this Agreement.

17.12. Counterparts

This Agreement and all other Transaction Documents may be executed in several counterparts and by different parties hereto or thereto on separate counterparts, each of which when so executed or otherwise authenticated and delivered shall be an original, but all such counterparts shall together consist of one and the same instrument.

[Signature Page Follows]

THE SELLER

SIGNED FOR AND ON BEHALF OF
VPOWER GROUP HOLDINGS LIMITED
(偉能集團控股有限公司)

)
)
)

A handwritten signature in black ink, appearing to read 'Lam Yee Chun', is written over a horizontal line.

Name: Lam Yee Chun
Director/ Authorised Signatory

THE SELLER

SIGNED FOR AND ON BEHALF OF
VPOWER HOLDINGS LIMITED
(偉能集團有限公司)

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)

A handwritten signature in black ink, appearing to read 'Lam Yee Chun', is written over a horizontal line.

Name: Lam Yee Chun
Director/ Authorised Signatory

THE SELLER

SIGNED FOR AND ON BEHALF OF
VPOWER MYANMAR LIMITED

)
)

A handwritten signature in black ink, appearing to read 'Lam Yee Chun', with a horizontal line extending from the end of the signature.

Name: Lam Yee Chun
Director/ Authorised Signatory

THE BUYER

SIGNED FOR AND ON BEHALF OF
CNTIC CAPITAL (HONG KONG) CO., LIMITED
(中技資本香港有限公司)

)
)
)
)
)

陈登光

Name:
Director/ Authorised Signatory

THE BUYER

SIGNED FOR AND ON BEHALF OF)
CHINA NATIONAL TECHNICAL IMPORT & EXPORT CORPORATION)
(中國技術進出口集團有限公司))

A handwritten signature in black ink, appearing to be 'Zhang' followed by a stylized character, possibly 'Zhang' or 'Zhang'.

Name:
Director/ Authorised Signatory

Exhibit A - List of Equipment Batch 1

VPower Group Holdings Limited (偉能集團控股有限公司)

Asset number	Equipment	Unit
PSO-G-00002	Mobile power generation set	1
PSO-G-00003	Mobile power generation set	1
PSO-G-00004	Mobile power generation set	1
PSO-G-00005	Mobile power generation set	1
PSO-G-00007	Mobile power generation set	1
PSO-G-00008	Mobile power generation set	1
PSO-G-00009	Mobile power generation set	1
PSO-G-00010	Mobile power generation set	1
PSO-G-00012	Mobile power generation set	1
PSO-G-00013	Mobile power generation set	1
PSO-G-00014	Mobile power generation set	1
PSO-G-00015	Mobile power generation set	1
PSO-G-00016	Mobile power generation set	1
PSO-G-00017	Mobile power generation set	1
PSO-G-00018	Mobile power generation set	1
PSO-G-00019	Mobile power generation set	1
PSO-G-00020	Mobile power generation set	1
PSO-G-00021	Mobile power generation set	1
PSO-G-00022	Mobile power generation set	1
PSO-G-00023	Mobile power generation set	1
PSO-G-00024	Mobile power generation set	1
PSO-G-00025	Mobile power generation set	1
PSO-G-00026	Mobile power generation set	1
PSO-G-00027	Mobile power generation set	1
PSO-G-00028	Mobile power generation set	1
PSO-G-00040	Mobile power generation set	1
PSO-G-00042	Mobile power generation set	1
PSO-G-00044	Mobile power generation set	1
PSO-G-00046	Mobile power generation set	1
PSO-G-00048	Mobile power generation set	1
PSO-G-00067	Mobile power generation set	1
PSO-G-00069	Mobile power generation set	1
PSO-G-00088	Mobile power generation set	1
PSO-G-00091	Mobile power generation set	1
PSO-G-00095	Mobile power generation set	1
PSO-G-00287	Mobile power generation set	1
PSO-G-00288	Mobile power generation set	1
PSO-G-00289	Mobile power generation set	1

PSO-G-00290	Mobile power generation set	1
PSO-G-00291	Mobile power generation set	1
PSO-G-00292	Mobile power generation set	1
PSO-G-00183	Mobile power generation set	1
PSO-G-00184	Mobile power generation set	1
PSO-G-00185	Mobile power generation set	1
PSO-G-00186	Mobile power generation set	1
PSO-G-00187	Mobile power generation set	1
PSO-G-00188	Mobile power generation set	1
PSO-G-00189	Mobile power generation set	1
PSO-G-00190	Mobile power generation set	1
PSO-G-00191	Mobile power generation set	1
PSO-G-00192	Mobile power generation set	1
PSO-G-00193	Mobile power generation set	1
PSO-G-00194	Mobile power generation set	1
PSO-G-00195	Mobile power generation set	1
PSO-G-00196	Mobile power generation set	1
PSO-G-00197	Mobile power generation set	1
PSO-G-00198	Mobile power generation set	1
PSO-G-00405	Mobile power generation set	1
PSO-G-00406	Mobile power generation set	1
PSO-G-00407	Mobile power generation set	1
PSO-G-00408	Mobile power generation set	1
PSO-G-00084	Mobile power generation set	1
PSO-G-00085	Mobile power generation set	1
PSO-G-00103	Mobile power generation set	1
PSO-G-00104	Mobile power generation set	1
PSO-G-00105	Mobile power generation set	1
PSO-G-00106	Mobile power generation set	1
PSO-G-00107	Mobile power generation set	1
PSO-G-00108	Mobile power generation set	1
PSO-G-00109	Mobile power generation set	1
PSO-G-00110	Mobile power generation set	1
PSO-G-00111	Mobile power generation set	1
PSO-G-00112	Mobile power generation set	1
PSO-G-00113	Mobile power generation set	1
PSO-G-00114	Mobile power generation set	1
PSO-G-00115	Mobile power generation set	1
PSO-G-00116	Mobile power generation set	1
PSO-G-00125	Mobile power generation set	1
PSO-G-00126	Mobile power generation set	1
PSO-G-00131	Mobile power generation set	1
PSO-G-00135	Mobile power generation set	1

PSO-G-00137	Mobile power generation set	1
PSO-G-00138	Mobile power generation set	1
PSO-G-00140	Mobile power generation set	1
PSO-G-00141	Mobile power generation set	1
PSO-G-00142	Mobile power generation set	1
PSO-G-00143	Mobile power generation set	1
PSO-G-00146	Mobile power generation set	1
PSO-G-00150	Mobile power generation set	1
PSO-G-00430	Mobile power generation set	1
PSO-G-00437	Mobile power generation set	1
PSO-G-00438	Mobile power generation set	1
PSO-G-00443	Mobile power generation set	1
PSO-G-00450	Mobile power generation set	1
PSO-G-00456	Mobile power generation set	1
PSO-G-00458	Mobile power generation set	1
PSO-G-00460	Mobile power generation set	1
PSO-G-00462	Mobile power generation set	1
PSO-G-00467	Mobile power generation set	1
PSO-G-00428	Mobile power generation set	1
PSO-G-00436	Mobile power generation set	1
PSO-G-00449	Mobile power generation set	1
PSO-G-00455	Mobile power generation set	1
PSO-G-00463	Mobile power generation set	1
PSO-G-00421	Mobile power generation set	1
PSO-G-00426	Mobile power generation set	1
PSO-G-00433	Mobile power generation set	1
PSO-G-00447	Mobile power generation set	1
PSO-G-00411	Mobile power generation set	1
PSO-G-00412	Mobile power generation set	1
PSO-G-00413	Mobile power generation set	1
PSO-G-00414	Mobile power generation set	1
PSO-G-00416	Mobile power generation set	1
PSO-G-00418	Mobile power generation set	1
PSO-G-00419	Mobile power generation set	1
PSO-G-00420	Mobile power generation set	1
PSO-G-00422	Mobile power generation set	1
PSO-G-00431	Mobile power generation set	1
PSO-G-00432	Mobile power generation set	1
PSO-G-00440	Mobile power generation set	1
PSO-G-00444	Mobile power generation set	1
PSO-G-00451	Mobile power generation set	1
PSO-G-00452	Mobile power generation set	1
PSO-G-00457	Mobile power generation set	1

PSO-G-00459	Mobile power generation set	1
PSO-G-00415	Mobile power generation set	1
PSO-G-00423	Mobile power generation set	1
PSO-G-00424	Mobile power generation set	1
PSO-G-00037	Mobile power generation set	1
PSO-G-00038	Mobile power generation set	1
PSO-G-00206	Mobile power generation set	1
PSO-G-00207	Mobile power generation set	1
PSO-G-00208	Mobile power generation set	1
PSO-G-00209	Mobile power generation set	1
PSO-G-00210	Mobile power generation set	1
PSO-G-00211	Mobile power generation set	1
PSO-G-00212	Mobile power generation set	1
PSO-G-00213	Mobile power generation set	1
PSO-G-00214	Mobile power generation set	1
PSO-G-00215	Mobile power generation set	1
PSO-G-00216	Mobile power generation set	1
PSO-G-00789	Mobile power generation set	1
PSO-G-00485	Mobile power generation set	1
PSO-G-00489	Mobile power generation set	1
PSO-G-00427	Mobile power generation set	1
PSO-G-00429	Mobile power generation set	1
PSO-G-00434	Mobile power generation set	1
PSO-G-00435	Mobile power generation set	1
PSO-G-00439	Mobile power generation set	1
PSO-G-00441	Mobile power generation set	1
PSO-G-00442	Mobile power generation set	1
PSO-G-00445	Mobile power generation set	1
PSO-G-00446	Mobile power generation set	1
PSO-G-00448	Mobile power generation set	1
PSO-G-00464	Mobile power generation set	1
PSO-G-00465	Mobile power generation set	1
PSO-G-00466	Mobile power generation set	1
PSO-G-00470	Mobile power generation set	1
PSO-G-00425	Mobile power generation set	1
PSO-G-00679	Mobile power generation set	1
PSO-G-00680	Mobile power generation set	1
PSO-T-00238	Transformer	1
PSO-T-00241	Transformer	1
PSO-T-00256	Transformer	1
PSO-T-00235	Transformer	1
PSO-T-00068	Transformer	1
PSO-T-00069	Transformer	1

PSO-T-00070	Transformer	1
PSO-T-00071	Transformer	1
PSO-T-00072	Transformer	1
PSO-T-00073	Transformer	1
PSO-T-00074	Transformer	1
PSO-T-00075	Transformer	1
PSO-T-00076	Transformer	1
PSO-T-00078	Transformer	1
PSO-T-00079	Transformer	1
PSO-T-00080	Transformer	1
PSO-T-00081	Transformer	1
PSO-T-00082	Transformer	1
PSO-T-00083	Transformer	1
PSO-T-00084	Transformer	1
PSO-T-00085	Transformer	1
PSO-T-00236	Transformer	1
PSO-T-00254	Transformer	1
PSO-T-00229	Transformer	1
PSO-T-00230	Transformer	1
PSO-T-00231	Transformer	1
PSO-T-00232	Transformer	1
PSO-T-00233	Transformer	1
PSO-T-00234	Transformer	1
PSO-T-00063	Transformer	1
PSO-T-00064	Transformer	1
PSO-T-00065	Transformer	1
PSO-T-00066	Transformer	1
PSO-T-00067	Transformer	1
PSO-T-00057	Transformer	1
PSO-T-00045	Transformer	1
PSO-T-00047	Transformer	1
PSO-T-00044	Transformer	1
PSO-T-00059	Transformer	1
PSO-T-00058	Transformer	1
PSO-T-00062	Transformer	1
PSO-T-00056	Transformer	1
PSO-T-00046	Transformer	1
PSO-T-00061	Transformer	1
PSO-T-00060	Transformer	1
PSO-T-00050	Transformer	1
PSO-T-00055	Transformer	1
PSO-T-00051	Transformer	1
PSO-T-00302	Transformer	1

PSO-T-00303	Transformer	1
PSO-T-00304	Transformer	1
PSO-T-00305	Transformer	1
PSO-T-00306	Transformer	1
PSO-T-00091	Transformer	1
PSO-T-00247	Transformer	1
PSO-T-00248	Transformer	1
PSO-T-00243	Transformer	1
PSO-T-00244	Transformer	1
PSO-T-00250	Transformer	1
PSO-T-00269	Transformer	1
PSO-T-00275	Transformer	1
PSO-T-00276	Transformer	1
PSO-T-00242	Transformer	1
PSO-T-00246	Transformer	1
PSO-T-00249	Transformer	1
PSO-T-00257	Transformer	1
PSO-T-00278	Transformer	1
PSO-T-00279	Transformer	1
PSO-T-00280	Transformer	1
PSO-T-00281	Transformer	1
PSO-T-00282	Transformer	1
PSO-T-00283	Transformer	1
PSO-T-00284	Transformer	1
PSO-T-00285	Transformer	1
PSO-T-00268	Transformer	1
PSO-T-00270	Transformer	1
PSO-T-00237	Transformer	1
PSO-T-00245	Transformer	1
PSO-T-00258	Transformer	1
PSO-T-00259	Transformer	1
PSO-T-00260	Transformer	1
PSO-T-00261	Transformer	1
PSO-O-00233	Ancillary equipment/accessory	1
PSO-O-00192	Ancillary equipment/accessory	1
PSO-O-00193	Ancillary equipment/accessory	1
PSO-O-00194	Ancillary equipment/accessory	1
PSO-O-00195	Ancillary equipment/accessory	1
PSO-O-00169	Ancillary equipment/accessory	1
PSO-O-00196	Ancillary equipment/accessory	1
PSO-O-00197	Ancillary equipment/accessory	1
PSO-O-00198	Ancillary equipment/accessory	1
PSO-O-00199	Ancillary equipment/accessory	1

PSO-O-00234	Ancillary equipment/accessory	1
PSO-O-00234	Ancillary equipment/accessory	1
Price (RMB)	610,488,119	

Exhibit B - List of Equipment Batch 2

VPower Group Holdings Limited (偉能集團控股有限公司)

Asset number	Equipment	Unit
PSO-G-00039	Mobile power generation set	1
PSO-G-00041	Mobile power generation set	1
PSO-G-00043	Mobile power generation set	1
PSO-G-00045	Mobile power generation set	1
PSO-G-00047	Mobile power generation set	1
PSO-G-00049	Mobile power generation set	1
PSO-G-00050	Mobile power generation set	1
PSO-G-00051	Mobile power generation set	1
PSO-G-00052	Mobile power generation set	1
PSO-G-00053	Mobile power generation set	1
PSO-G-00054	Mobile power generation set	1
PSO-G-00055	Mobile power generation set	1
PSO-G-00056	Mobile power generation set	1
PSO-G-00057	Mobile power generation set	1
PSO-G-00058	Mobile power generation set	1
PSO-G-00059	Mobile power generation set	1
PSO-G-00060	Mobile power generation set	1
PSO-G-00061	Mobile power generation set	1
PSO-G-00062	Mobile power generation set	1
PSO-G-00063	Mobile power generation set	1
PSO-G-00064	Mobile power generation set	1
PSO-G-00065	Mobile power generation set	1
PSO-G-00066	Mobile power generation set	1
PSO-G-00068	Mobile power generation set	1
PSO-G-00070	Mobile power generation set	1
PSO-G-00083	Mobile power generation set	1
PSO-G-00087	Mobile power generation set	1
PSO-G-00089	Mobile power generation set	1
PSO-G-00093	Mobile power generation set	1
PSO-G-00097	Mobile power generation set	1
PSO-T-00077	Transformer	1
PSO-T-00086	Transformer	1
PSO-T-00097	Transformer	2
PSO-T-00098	Transformer	2
PSO-T-00099	Transformer	2
PSO-T-00296	Transformer	1
PSO-T-00092	Transformer	1
PSO-T-00093	Transformer	1
PSO-T-00100	Transformer	1

PSO-T-00101	Transformer	1
PSO-T-00102	Transformer	1
PSO-T-00103	Transformer	1
PSO-T-00104	Transformer	1
PSO-T-00105	Transformer	1
PSO-T-00106	Transformer	1
PSO-T-00107	Transformer	1
PSO-T-00108	Transformer	1
PSO-T-00109	Transformer	1
PSO-T-00110	Transformer	1
PSO-T-00111	Transformer	1
PSO-T-00112	Transformer	1
PSO-T-00113	Transformer	1
PSO-T-00114	Transformer	1
PSO-T-00115	Transformer	1
PSO-T-00116	Transformer	1
PSO-T-00117	Transformer	1
PSO-T-00118	Transformer	1
PSO-T-00119	Transformer	1
PSO-T-00120	Transformer	1
PSO-T-00121	Transformer	1
PSO-T-00122	Transformer	1
PSO-T-00123	Transformer	1
PSO-T-00124	Transformer	1
PSO-T-00125	Transformer	1
PSO-T-00126	Transformer	1
PSO-T-00127	Transformer	1
PSO-T-00128	Transformer	1
PSO-T-00135	Transformer	1
PSO-T-00136	Transformer	1
PSO-T-00137	Transformer	1
PSO-T-00139	Transformer	1
PSO-T-00140	Transformer	1
PSO-T-00141	Transformer	1
PSO-O-00115	Ancillary equipment/accessory	1
PSO-O-00115	Ancillary equipment/accessory	1
PSO-O-00103	Ancillary equipment/accessory	1
PSO-O-00103	Ancillary equipment/accessory	1
PSO-O-00103	Ancillary equipment/accessory	1
PSO-O-00103	Ancillary equipment/accessory	1
PSO-O-00103	Ancillary equipment/accessory	1
PSO-O-00103	Ancillary equipment/accessory	1
PSO-O-00103	Ancillary equipment/accessory	1

PSO-O-00351	Ancillary equipment/accessory	1
PSO-O-00352	Ancillary equipment/accessory	1
PSO-O-00353	Ancillary equipment/accessory	1
PSO-O-00354	Ancillary equipment/accessory	1
PSO-O-00355	Ancillary equipment/accessory	1
PSO-O-00356	Ancillary equipment/accessory	1
PSO-O-00357	Ancillary equipment/accessory	1
PSO-O-00358	Ancillary equipment/accessory	1
PSO-O-00359	Ancillary equipment/accessory	1
PSO-O-00360	Ancillary equipment/accessory	1
PSO-O-00361	Ancillary equipment/accessory	1
PSO-O-00362	Ancillary equipment/accessory	1
PSO-O-00363	Ancillary equipment/accessory	1
PSO-O-00364	Ancillary equipment/accessory	1
PSO-O-00365	Ancillary equipment/accessory	1
PSO-O-00366	Ancillary equipment/accessory	1
PSO-O-00367	Ancillary equipment/accessory	1
PSO-O-00368	Ancillary equipment/accessory	1
PSO-O-00369	Ancillary equipment/accessory	1
PSO-O-00370	Ancillary equipment/accessory	1
PSO-G-00126	Ancillary equipment/accessory	1
PSO-G-00198	Ancillary equipment/accessory	1
PSO-O-00329	Ancillary equipment/accessory	1
PSO-O-00330	Ancillary equipment/accessory	1
PSO-O-00119	Ancillary equipment/accessory	1
PSO-O-00331	Ancillary equipment/accessory	1
PSO-O-00350	Ancillary equipment/accessory	1
PSO-O-00117	Ancillary equipment/accessory	1
PSO-O-00117	Ancillary equipment/accessory	1
PSO-O-00117	Ancillary equipment/accessory	1
PSO-O-00117	Ancillary equipment/accessory	1
PSO-O-00118	Ancillary equipment/accessory	1
PSO-O-00118	Ancillary equipment/accessory	1
PSO-O-00118	Ancillary equipment/accessory	1
PSO-O-00118	Ancillary equipment/accessory	1
PSO-O-00124	Ancillary equipment/accessory	1
PSO-O-00124	Ancillary equipment/accessory	1
PSO-O-00124	Ancillary equipment/accessory	1
PSO-O-00124	Ancillary equipment/accessory	1
PSO-O-00124	Ancillary equipment/accessory	1
PSO-O-00124	Ancillary equipment/accessory	1
PSO-O-00102	Ancillary equipment/accessory	1
PSO-O-00102	Ancillary equipment/accessory	1

PSO-O-00102	Ancillary equipment/accessory	1
PSO-O-00102	Ancillary equipment/accessory	1
PSO-O-00102	Ancillary equipment/accessory	1
PSO-O-00102	Ancillary equipment/accessory	1
PSO-O-00102	Ancillary equipment/accessory	1
PSO-O-00102	Ancillary equipment/accessory	1
PSO-O-00102	Ancillary equipment/accessory	1
PSO-O-00104	Ancillary equipment/accessory	1
PSO-O-00104	Ancillary equipment/accessory	1
PSO-O-00104	Ancillary equipment/accessory	1
PSO-O-00104	Ancillary equipment/accessory	1
PSO-O-00104	Ancillary equipment/accessory	1
PSO-O-00104	Ancillary equipment/accessory	1
PSO-O-00104	Ancillary equipment/accessory	1
PSO-O-00104	Ancillary equipment/accessory	1
PSO-O-00104	Ancillary equipment/accessory	1
PSO-O-00107	Ancillary equipment/accessory	1
PSO-O-00108	Ancillary equipment/accessory	1
PSO-O-00109	Ancillary equipment/accessory	1
PSO-O-00110	Ancillary equipment/accessory	1
Price (RMB)	185,159,751	

VPower Myanmar Limited

Asset number	Equipment	Unit
BGS1912200	Mobile power generation set	1
BGS1912300	Mobile power generation set	1
BGS1912400	Mobile power generation set	1
BGS1912500	Mobile power generation set	1
BGS1600701	Mobile power generation set	1
BGS1600901	Mobile power generation set	1
BGS1601001	Mobile power generation set	1
BGS1601101	Mobile power generation set	1
BGS1601201	Mobile power generation set	1
BGS1601401	Mobile power generation set	1
BGS1601501	Mobile power generation set	1
BGS1601601	Mobile power generation set	1
BGS1601701	Mobile power generation set	1
BGS1601801	Mobile power generation set	1
BGS1905200	Mobile power generation set	1
BGS1905300	Mobile power generation set	1
BGS1905400	Mobile power generation set	1

BGS1905500	Mobile power generation set	1
BGS1905600	Mobile power generation set	1
BGS1905700	Mobile power generation set	1
BGS1905800	Mobile power generation set	1
BGS1905900	Mobile power generation set	1
BGS1906000	Mobile power generation set	1
BGS1906100	Mobile power generation set	1
BGS1906200	Mobile power generation set	1
BGS1906300	Mobile power generation set	1
BGS1906400	Mobile power generation set	1
BGS1906500	Mobile power generation set	1
BGS1906600	Mobile power generation set	1
BGS1906700	Mobile power generation set	1
BGS1906800	Mobile power generation set	1
BGS1906900	Mobile power generation set	1
BGS1907000	Mobile power generation set	1
BGS1907100	Mobile power generation set	1
BGS1907200	Mobile power generation set	1
BGS1907300	Mobile power generation set	1
BGS1907400	Mobile power generation set	1
BGS1907500	Mobile power generation set	1
BGS1907600	Mobile power generation set	1
BGS1907700	Mobile power generation set	1
BGS1907800	Mobile power generation set	1
BGS1907900	Mobile power generation set	1
BGS1908000	Mobile power generation set	1
BGS1908100	Mobile power generation set	1
BGS1908200	Mobile power generation set	1
BGS1908300	Mobile power generation set	1
BGS1908400	Mobile power generation set	1
BGS1908500	Mobile power generation set	1
BGS1908600	Mobile power generation set	1
BGS1908700	Mobile power generation set	1
BGS1908800	Mobile power generation set	1
BGS1908900	Mobile power generation set	1
BGS1909000	Mobile power generation set	1
BGS1909100	Mobile power generation set	1
BGS1909200	Mobile power generation set	1
BGS1909300	Mobile power generation set	1
BGS1909400	Mobile power generation set	1
BGS1909500	Mobile power generation set	1
BGS1909600	Mobile power generation set	1
BGS1909700	Mobile power generation set	1

BGS1909800	Mobile power generation set	1
BGS1909900	Mobile power generation set	1
BGS1910000	Mobile power generation set	1
BGS1910100	Mobile power generation set	1
BGS1910200	Mobile power generation set	1
BGS1910300	Mobile power generation set	1
BGS1910400	Mobile power generation set	1
BGS1910500	Mobile power generation set	1
BGS1910600	Mobile power generation set	1
BGS1910700	Mobile power generation set	1
BGS1910800	Mobile power generation set	1
BGS1910900	Mobile power generation set	1
BGS1911000	Mobile power generation set	1
BGS1911100	Mobile power generation set	1
BTF1906000	Transformer	1
BTF1906100	Transformer	1
BTF1906200	Transformer	1
BTF1906300	Transformer	1
BTF1906400	Transformer	1
BTF1906500	Transformer	1
BTF1906600	Transformer	1
BTF1906700	Transformer	1
BTF1906800	Transformer	1
BTF1902400	Transformer	1
BTF1902500	Transformer	1
BTF1902600	Transformer	1
BTF1902700	Transformer	1
BTF1902800	Transformer	1
BTF1902900	Transformer	1
BTF1903000	Transformer	1
BTF1903100	Transformer	1
BTF1903200	Transformer	1
BTF1903300	Transformer	1
BTF1903400	Transformer	1
BTF1903500	Transformer	1
BTF1903600	Transformer	1
BTF1903700	Transformer	1
BTF1903800	Transformer	1
BTF1903900	Transformer	1
BTF1904000	Transformer	1
BTF1904100	Transformer	1
BTF1904200	Transformer	1
BTF1904300	Transformer	1

BTF1904400	Transformer	1
BTF1904500	Transformer	1
BTF1904600	Transformer	1
BTF1904700	Transformer	1
BTF1904800	Transformer	1
BTF1904900	Transformer	1
BTF1905000	Transformer	1
BTF1905100	Transformer	1
BTF1905200	Transformer	1
BTF1905300	Transformer	1
BTF1905400	Transformer	1
BTF1905500	Transformer	1
BTF1905600	Transformer	1
BTF1905700	Transformer	1
BTF1905800	Transformer	1
BTF1905900	Transformer	1
BAL2300100	Ancillary equipment/accessory	1
BCT1900300	Ancillary equipment/accessory	1
BCT1900400	Ancillary equipment/accessory	1
BEF1900400	Ancillary equipment/accessory	1
BGR1600201	Ancillary equipment/accessory	1
BGR1600301	Ancillary equipment/accessory	1
BGR1900500	Ancillary equipment/accessory	1
BGR1900600	Ancillary equipment/accessory	1
BGR1900700	Ancillary equipment/accessory	1
BGR1900800	Ancillary equipment/accessory	1
BGR1900900	Ancillary equipment/accessory	1
BGR1901000	Ancillary equipment/accessory	1
BHS1903700	Ancillary equipment/accessory	1
BHS1903800	Ancillary equipment/accessory	1
BHS1903900	Ancillary equipment/accessory	1
BHS1904000	Ancillary equipment/accessory	1
BHS1904100	Ancillary equipment/accessory	1
BHS1904200	Ancillary equipment/accessory	1
BHS1904300	Ancillary equipment/accessory	1
BHS1904400	Ancillary equipment/accessory	1
BHS1904500	Ancillary equipment/accessory	1
BHS1904600	Ancillary equipment/accessory	1
BHS1904700	Ancillary equipment/accessory	1
BHS1902200	Ancillary equipment/accessory	1
BHS1902300	Ancillary equipment/accessory	1
BHS1902400	Ancillary equipment/accessory	1
BHS1902500	Ancillary equipment/accessory	1

BHS1902600	Ancillary equipment/accessory	1
BHS1902700	Ancillary equipment/accessory	1
BHS1902800	Ancillary equipment/accessory	1
BHS1902900	Ancillary equipment/accessory	1
BHS1903000	Ancillary equipment/accessory	1
BHS1903100	Ancillary equipment/accessory	1
BHS1903200	Ancillary equipment/accessory	1
BHS1903300	Ancillary equipment/accessory	1
BHS1903400	Ancillary equipment/accessory	1
BHS1903500	Ancillary equipment/accessory	1
BHS1903600	Ancillary equipment/accessory	1
BHS1904800	Ancillary equipment/accessory	1
BHS1904900	Ancillary equipment/accessory	1
BHS1905000	Ancillary equipment/accessory	1
BHS1905100	Ancillary equipment/accessory	1
BHS1905200	Ancillary equipment/accessory	1
BHS1905300	Ancillary equipment/accessory	1
BHS1905400	Ancillary equipment/accessory	1
BHS1905500	Ancillary equipment/accessory	1
BHS1905600	Ancillary equipment/accessory	1
BHS1905700	Ancillary equipment/accessory	1
BPA2100100	Ancillary equipment/accessory	1
Price (RMB)	382,308,958	

VPower Holdings Limited (偉能集團有限公司)

Asset number	Equipment	Unit
BGS2000100	Mobile power generation set	1
BGS2000200	Mobile power generation set	1
BGS2000300	Mobile power generation set	1
BGS2000400	Mobile power generation set	1
BGS2000500	Mobile power generation set	1
BGS2000600	Mobile power generation set	1
BGS2000700	Mobile power generation set	1
BGS2000800	Mobile power generation set	1
BGS2000900	Mobile power generation set	1
BGS2001000	Mobile power generation set	1
BGS2001100	Mobile power generation set	1
BTF2000100	Transformer	1
BTF2000200	Transformer	1

BCT2000100	Ancillary equipment/accessory	1
BEF2000100	Ancillary equipment/accessory	1
BGR2000100	Ancillary equipment/accessory	1
BHS2000100	Ancillary equipment/accessory	1
BHS2000200	Ancillary equipment/accessory	1
BHS2000300	Ancillary equipment/accessory	1
BHS2000400	Ancillary equipment/accessory	1
BHS2000500	Ancillary equipment/accessory	1
BHS2000600	Ancillary equipment/accessory	1
BHS2000700	Ancillary equipment/accessory	1
BHS2000800	Ancillary equipment/accessory	1
BHS2000900	Ancillary equipment/accessory	1
BHS2001000	Ancillary equipment/accessory	1
BHS2001100	Ancillary equipment/accessory	1
BHS2001200	Ancillary equipment/accessory	1
BHS2001300	Ancillary equipment/accessory	1
BHS2001400	Ancillary equipment/accessory	1
BLS2000100	Ancillary equipment/accessory	1
BLS2000200	Ancillary equipment/accessory	1
BLS2000300	Ancillary equipment/accessory	1
BOC2002100	Ancillary equipment/accessory	1
BOC2002200	Ancillary equipment/accessory	1
BOC2002300	Ancillary equipment/accessory	1
BOC2002400	Ancillary equipment/accessory	1
BOC2002500	Ancillary equipment/accessory	1
BOC2002600	Ancillary equipment/accessory	1
BOC2002700	Ancillary equipment/accessory	1
BOC2002800	Ancillary equipment/accessory	1
BOC2002900	Ancillary equipment/accessory	1
BOC2003000	Ancillary equipment/accessory	1
BOC2003100	Ancillary equipment/accessory	1
BSG2002100	Ancillary equipment/accessory	1
BSG2002200	Ancillary equipment/accessory	1
BSG2002300	Ancillary equipment/accessory	1
BSG2002400	Ancillary equipment/accessory	1
BSG2002500	Ancillary equipment/accessory	1
BSG2002600	Ancillary equipment/accessory	1
BSG2002700	Ancillary equipment/accessory	1
BSG2002800	Ancillary equipment/accessory	1
BSG2002900	Ancillary equipment/accessory	1
BSG2003000	Ancillary equipment/accessory	1
BSG2003100	Ancillary equipment/accessory	1

Price (RMB)	93,343,179	
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Exhibit C - List of Last Batch Equipment

VPower Holdings Limited (偉能集團有限公司)

Asset number	Equipment	Unit
PSO-G-00580	Mobile power generation set	1
PSO-G-00581	Mobile power generation set	1
PSO-G-00582	Mobile power generation set	1
PSO-G-00583	Mobile power generation set	1
PSO-G-00584	Mobile power generation set	1
PSO-G-00585	Mobile power generation set	1
PSO-G-00586	Mobile power generation set	1
PSO-G-00587	Mobile power generation set	1
PSO-G-00588	Mobile power generation set	1
PSO-G-00589	Mobile power generation set	1
PSO-G-00590	Mobile power generation set	1
PSO-G-00591	Mobile power generation set	1
PSO-G-00592	Mobile power generation set	1
PSO-G-00593	Mobile power generation set	1
PSO-G-00594	Mobile power generation set	1
PSO-G-00595	Mobile power generation set	1
PSO-G-00596	Mobile power generation set	1
PSO-G-00597	Mobile power generation set	1
PSO-G-00598	Mobile power generation set	1
PSO-G-00599	Mobile power generation set	1
PSO-G-00703	Mobile power generation set	1
PSO-G-00704	Mobile power generation set	1
PSO-G-00705	Mobile power generation set	1
PSO-G-00706	Mobile power generation set	1
PSO-G-00707	Mobile power generation set	1
PSO-G-00708	Mobile power generation set	1
PSO-G-00709	Mobile power generation set	1
PSO-G-00710	Mobile power generation set	1
PSO-G-00701	Mobile power generation set	1
PSO-G-00702	Mobile power generation set	1
PSO-G-00600	Mobile power generation set	1
PSO-G-00601	Mobile power generation set	1
PSO-G-00602	Mobile power generation set	1
PSO-G-00603	Mobile power generation set	1
PSO-G-00604	Mobile power generation set	1
PSO-G-00605	Mobile power generation set	1
PSO-G-00606	Mobile power generation set	1
PSO-G-00607	Mobile power generation set	1
PSO-G-00608	Mobile power generation set	1

PSO-G-00609	Mobile power generation set	1
PSO-G-00610	Mobile power generation set	1
PSO-G-00611	Mobile power generation set	1
PSO-G-00612	Mobile power generation set	1
PSO-G-00613	Mobile power generation set	1
PSO-G-00614	Mobile power generation set	1
PSO-G-00615	Mobile power generation set	1
PSO-G-00616	Mobile power generation set	1
PSO-G-00617	Mobile power generation set	1
PSO-G-00618	Mobile power generation set	1
PSO-G-00619	Mobile power generation set	1
PSO-T-00184	Transformer	1
PSO-T-00185	Transformer	1
PSO-T-00186	Transformer	1
PSO-T-00187	Transformer	1
PSO-T-00188	Transformer	1
PSO-T-00189	Transformer	1
PSO-T-00190	Transformer	1
PSO-T-00191	Transformer	1
PSO-T-00192	Transformer	1
PSO-T-00193	Transformer	1
PSO-T-00194	Transformer	1
PSO-T-00196	Transformer	1
PSO-T-00335	Transformer	1
PSO-T-00195	Transformer	1
PSO-T-00334	Transformer	1
PSO-T-00172	Transformer	1
PSO-T-00173	Transformer	1
PSO-T-00174	Transformer	1
PSO-T-00175	Transformer	1
PSO-T-00176	Transformer	1
PSO-T-00177	Transformer	1
PSO-T-00178	Transformer	1
PSO-T-00179	Transformer	1
PSO-T-00180	Transformer	1
PSO-T-00181	Transformer	1
PSO-T-00182	Transformer	1
PSO-O-00137	Ancillary equipment/accessory	1
PSO-O-00443	Ancillary equipment/accessory	1
PSO-O-00444	Ancillary equipment/accessory	1
PSO-O-00149	Ancillary equipment/accessory	1
PSO-O-00149	Ancillary equipment/accessory	1
PSO-O-00149	Ancillary equipment/accessory	1

PSO-O-00149	Ancillary equipment/accessory	1
PSO-O-00150	Ancillary equipment/accessory	1
PSO-O-00150	Ancillary equipment/accessory	1
PSO-O-00150	Ancillary equipment/accessory	1
PSO-O-00150	Ancillary equipment/accessory	1
PSO-O-00150	Ancillary equipment/accessory	1
PSO-O-00150	Ancillary equipment/accessory	1
PSO-O-00142	Ancillary equipment/accessory	1
PSO-O-00152	Ancillary equipment/accessory	1
PSO-O-00150	Ancillary equipment/accessory	1
PSO-O-00153	Ancillary equipment/accessory	1
PSO-O-00154	Ancillary equipment/accessory	1
PSO-O-00155	Ancillary equipment/accessory	1
PSO-O-00157	Ancillary equipment/accessory	1
PSO-O-00445	Ancillary equipment/accessory	1
PSO-O-00133	Ancillary equipment/accessory	1
PSO-O-00446	Ancillary equipment/accessory	1
PSO-O-00447	Ancillary equipment/accessory	1
PSO-O-00448	Ancillary equipment/accessory	1
PSO-O-00449	Ancillary equipment/accessory	1
PSO-O-00450	Ancillary equipment/accessory	1
PSO-O-00451	Ancillary equipment/accessory	1
PSO-O-00452	Ancillary equipment/accessory	1
PSO-O-00453	Ancillary equipment/accessory	1
PSO-O-00454	Ancillary equipment/accessory	1
PSO-O-00455	Ancillary equipment/accessory	1
PSO-O-00456	Ancillary equipment/accessory	1
PSO-O-00458	Ancillary equipment/accessory	1
PSO-O-00459	Ancillary equipment/accessory	1
PSO-G-00702	Ancillary equipment/accessory	1
PSO-O-00132	Ancillary equipment/accessory	1
PSO-O-00134	Ancillary equipment/accessory	1
PSO-O-00135	Ancillary equipment/accessory	1
PSO-O-00136	Ancillary equipment/accessory	1
PSO-O-00409	Ancillary equipment/accessory	1
PSO-O-00410	Ancillary equipment/accessory	1
PSO-O-00411	Ancillary equipment/accessory	1
PSO-O-00412	Ancillary equipment/accessory	1
PSO-O-00413	Ancillary equipment/accessory	1
PSO-O-00414	Ancillary equipment/accessory	1
PSO-O-00415	Ancillary equipment/accessory	1
PSO-O-00416	Ancillary equipment/accessory	1
PSO-O-00417	Ancillary equipment/accessory	1

PSO-O-00418	Ancillary equipment/accessory	1
PSO-O-00419	Ancillary equipment/accessory	1
PSO-O-00420	Ancillary equipment/accessory	1
PSO-O-00421	Ancillary equipment/accessory	1
PSO-O-00422	Ancillary equipment/accessory	1
PSO-O-00423	Ancillary equipment/accessory	1
PSO-O-00424	Ancillary equipment/accessory	1
PSO-O-00425	Ancillary equipment/accessory	1
PSO-O-00426	Ancillary equipment/accessory	1
PSO-O-00427	Ancillary equipment/accessory	1
PSO-O-00428	Ancillary equipment/accessory	1
PSO-O-00429	Ancillary equipment/accessory	1
PSO-O-00430	Ancillary equipment/accessory	1
PSO-O-00431	Ancillary equipment/accessory	1
PSO-O-00432	Ancillary equipment/accessory	1
PSO-O-00433	Ancillary equipment/accessory	1
PSO-O-00434	Ancillary equipment/accessory	1
PSO-O-00148	Ancillary equipment/accessory	1
PSO-O-00151	Ancillary equipment/accessory	1
PSO-O-00132	Ancillary equipment/accessory	1
PSO-O-00132	Ancillary equipment/accessory	1
PSO-O-00132	Ancillary equipment/accessory	1
PSO-G-00619	Ancillary equipment/accessory	1
PSO-O-00140	Ancillary equipment/accessory	1
PSO-O-00140	Ancillary equipment/accessory	1
PSO-O-00140	Ancillary equipment/accessory	1
PSO-O-00140	Ancillary equipment/accessory	1
PSO-O-00141	Ancillary equipment/accessory	1
PSO-O-00141	Ancillary equipment/accessory	1
PSO-O-00141	Ancillary equipment/accessory	1
PSO-O-00141	Ancillary equipment/accessory	1
PSO-O-00141	Ancillary equipment/accessory	1
PSO-O-00141	Ancillary equipment/accessory	1
PSO-O-00141	Ancillary equipment/accessory	1
PSO-O-00141	Ancillary equipment/accessory	1
PSO-O-00141	Ancillary equipment/accessory	1
PSO-O-00143	Ancillary equipment/accessory	1
PSO-O-00141	Ancillary equipment/accessory	1
PSO-O-00144	Ancillary equipment/accessory	1
PSO-O-00145	Ancillary equipment/accessory	1
PSO-O-00146	Ancillary equipment/accessory	1
Price (RMB)	142,897,450	

VPower Group Holdings Limited (偉能集團控股有限公司)

Asset number	Equipment	Unit
BGS1400100	Mobile power generation set	1
BGS1400200	Mobile power generation set	1
BGS1400300	Mobile power generation set	1
BGS1400400	Mobile power generation set	1
BGS1400500	Mobile power generation set	1
BGS1400600	Mobile power generation set	1
BGS1400700	Mobile power generation set	1
BTF1400100	Transformer	1
BTF1400200	Transformer	1
BTF1400300	Transformer	1
BTF1400400	Transformer	1
BTF1400500	Transformer	1
BTF1400600	Transformer	1
BTF1400700	Transformer	1
BTF1400800	Transformer	1
BTF1400900	Transformer	1
BAC1400100	Ancillary equipment/accessory	1
BAC1400300	Ancillary equipment/accessory	1
BAC1400400	Ancillary equipment/accessory	1
BBS1400100	Ancillary equipment/accessory	1
BEF1400100	Ancillary equipment/accessory	1
BEF1400200	Ancillary equipment/accessory	1
BHS1400100	Ancillary equipment/accessory	1
BHS1400200	Ancillary equipment/accessory	1
BHS1400300	Ancillary equipment/accessory	1
BHS1400400	Ancillary equipment/accessory	1
BHS1400500	Ancillary equipment/accessory	1
BHS1400600	Ancillary equipment/accessory	1
BHS1400700	Ancillary equipment/accessory	1
BHS1400800	Ancillary equipment/accessory	1
BHS1400900	Ancillary equipment/accessory	1
BHS1401000	Ancillary equipment/accessory	1
BHS1401100	Ancillary equipment/accessory	1
BHS1401200	Ancillary equipment/accessory	1
BHS1401300	Ancillary equipment/accessory	1
BHS1401400	Ancillary equipment/accessory	1
BHS1401500	Ancillary equipment/accessory	1
BHS1401600	Ancillary equipment/accessory	1
BHS1401700	Ancillary equipment/accessory	1

Price (RMB)	181,362,633	
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VPower Group Holdings Limited (偉能集團控股有限公司)

Asset number	Equipment	Unit
BGS1702700	Mobile power generation set	1
BGS1702800	Mobile power generation set	1
BGS1703500	Mobile power generation set	1
BGS1704200	Mobile power generation set	1
BGS1704300	Mobile power generation set	1
BGS1705100	Mobile power generation set	1
BGS1707500	Mobile power generation set	1
BGS1707600	Mobile power generation set	1
BGS1707700	Mobile power generation set	1
BGS1707900	Mobile power generation set	1
BTF1501400	Transformer	1
BEF1702100	Ancillary equipment/accessory	1
BHS1500100	Ancillary equipment/accessory	1
BHS1500200	Ancillary equipment/accessory	1
BHS1500300	Ancillary equipment/accessory	1
BHS1500400	Ancillary equipment/accessory	1
BHS1500500	Ancillary equipment/accessory	1
BHS1500600	Ancillary equipment/accessory	1
BHS1500700	Ancillary equipment/accessory	1
BHS1500800	Ancillary equipment/accessory	1
BHS1501000	Ancillary equipment/accessory	1
BHS1501100	Ancillary equipment/accessory	1
BHS1501200	Ancillary equipment/accessory	1
BHS1501901	Ancillary equipment/accessory	1
BHS1502000	Ancillary equipment/accessory	1
BHS1502101	Ancillary equipment/accessory	1
BHS1502200	Ancillary equipment/accessory	1
BHS1502300	Ancillary equipment/accessory	1
BHS1502400	Ancillary equipment/accessory	1
BHS1502500	Ancillary equipment/accessory	1
BHS1502600	Ancillary equipment/accessory	1
BHS1502700	Ancillary equipment/accessory	1
BHS1502800	Ancillary equipment/accessory	1
BHS1502900	Ancillary equipment/accessory	1
BHS1503000	Ancillary equipment/accessory	1
BHS1503100	Ancillary equipment/accessory	1
BHS1503200	Ancillary equipment/accessory	1

BHS1503300	Ancillary equipment/accessory	1
BHS1503400	Ancillary equipment/accessory	1
BRD2000100	Ancillary equipment/accessory	1
BRD2000200	Ancillary equipment/accessory	1
BRD2000300	Ancillary equipment/accessory	1
BRD2000400	Ancillary equipment/accessory	1
BRD2100100	Ancillary equipment/accessory	1
BRD2100200	Ancillary equipment/accessory	1
Price (RMB)	17,408,879	

Note: The pricing of the Last Batch Equipment stated in this Exhibit C is for indication only and subject to adjustment based on the final Valuation Report(s). The purchase price for each sub-batch is subject to mutually-agreed configuration for each sub-batch.