

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement ("PSA") is made and entered into as of 20 December 2024 by and between Sinolink Shanghai Investments Limited, a BVI corporation ("Sinolink"), and Rock-Shanghai, Inc., a New York corporation ("RSI"), for the sale by RSI to Sinolink of all of RSI's 510 Series A Shares issued by Rockefeller Group Asia Pacific, Inc., a BVI corporation ("RGAP"), to RSI. Sinolink and RSI are collectively referred to herein as the "PSA Parties".

All terms used in this PSA and not defined (including "Series A Shares") have the meanings assigned to them in the Investment Agreement dated November 30, 2005 by and among the PSA Parties and other entities (the "IA").

Whereas:

- (i) RSI is a shareholder of RGAP investing through 510 Series A Shares. Pursuant to the terms of the IA, holder(s) of Series A Shares is entitled to a deemed economic interests of US\$6 million, payable in the form of a special dividend out of distributable cash of RGAP, after the distributions to Sinolink has been paid in full in accordance with the IA.
 - (ii) Sinolink is a shareholder of RGAP investing through 490 Series B Shares and US\$196 million of capital investment in the name of shareholder's loan ("Sinolink Investment"). Pursuant to the terms of the IA, Sinolink Investment will be entitled to distribution out of distributable cash of RGAP at a rate specified in the IA.
 - (iii) RSI did not exercise the Option prior to its expiration pursuant to the IA and was therefore subject to the obligation under Clause 2.4.2 of the IA to, at the request of Sinolink, transfer such number of Series A Shares to Sinolink sufficient to enable Sinolink to consolidate RGAP as a subsidiary in the financial results of Sinolink under the applicable accounting principles.
 - (iv) RSI had expressed its intention to exit fully from the investment in RGAP. Having considered, among other factors, the status of the property project and its future prospects, Sinolink agreed to purchase all such 510 Series A Shares held by RSI.
 - (v) In consideration of the mutual promises and covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency which are hereby acknowledged, Sinolink agrees to buy and RSI agrees to sell, 510 Series A Shares, on the terms and conditions set out in this Agreement.
1. Purchase Price. The purchase price for the 510 Series A Shares shall be US\$2 million (US\$2,000,000.00) (the "Purchase Price"). The Purchase Price shall also constitute payment in

full for all of RSI's (and its Affiliates') rights and benefits under the terms of the IA (including all rights and benefits under the ancillary documents related thereto) which hereby are expressly transferred to Sinolink at the closing referenced in Section 3 below. The Purchase Price shall be paid by Sinolink by (i) official bank check drafted by an internationally recognized Hong Kong bank, or (ii) wire transfer from such bank to an account of its parent company, Rockefeller Group International, Inc., a New York corporation ("RGI"), timely identified by RSI in writing; both (i) and (ii) shall be in immediately available United States dollar funds.

2. Transfer of the Series A Shares. At the closing, the RGAP Shareholder Ledger maintained by RGAP's Registered Agent (the "Registered Agent") shall be altered by the Registered Agent (upon its receipt of the fully signed Share Transfer Form identified below) to establish Sinolink as the sole registered owner of the Series A Shares. At the closing, RSI shall sign and provide to Sinolink for its signature, and then transmit the fully signed Share Transfer Form attached as an Exhibit A to this PSA (the "Share Transfer Form") to the Registered Agent.
3. Closing. The closing date shall be December ____, 2024 (the "Closing Date"), subject to extension by the mutual written agreement of the PSA Parties. In addition to the signed Share Transfer Form, RSI shall deliver to Sinolink at the closing:
 - a. Signed letters of resignation from all of RSI-appointed directors and officers of RGAP, Rockefeller Group WTY-I Development SRL ("SRL") and Shanghai Bund de Rockefeller Group Master Development Co., Ltd. ("CJV") (collectively, the "Letters of Resignation"), the forms of which Letters of Resignation are aggregated as Exhibit B to this PSA.
 - b. A signed Mutual Waiver and Release in the form of Exhibit C to this PSA (the "Mutual Waiver and Consent").
 - c. A Written Consent in Lieu of a Meeting of the Board of RGAP, (i) accepting the Letters of Resignation pertaining to all RSI-appointed directors and all RSI officers of RGAP, and (ii) authorizing any one director of RGAP to do any such act necessary to give effect to the resignation of all of RSI-appointed directors and officers of SRL and CJV upon closing, signed by all of RSI's RGAP directors, which Consent shall be in the form of Exhibit D to this PSA (the "Written Consent").

Sinolink at the closing in addition to providing the signed Share Transfer Form shall:

- x. Either deliver the bank check to RSI or send the wire as specified in Section 1,
 - y. Deliver to RSI the signed Mutual Waiver and Release, and
 - z. Deliver to RSI the Written Consent signed by all of its RGAP directors.
4. Mutual Representations and Warranties. Each of the PSA Parties as of both the date of this PSA and the Closing Date make the following representations and warranties, severally not jointly:

- a. This PSA and each Exhibit hereto when executed by it has or will have been duly and validly authorized, executed and delivered by such party and will constitute valid and binding obligations of such party enforceable against it in accordance with its respective terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws of general applicability relating to or affecting creditors' rights and by general equity principles (regardless of whether considered in a proceeding in equity or at law), including (i) the possible unavailability of specific performance, injunctive relief or any other equitable remedy and (ii) concepts of materiality, reasonableness, good faith and fair dealing.
- b. It has all requisite corporate or other power and authority to execute, deliver and perform all of its respective obligations under this PSA (including its Exhibits) and to consummate the transactions contemplated hereby, and, without limitation, it has, or shall have, respectively all requisite corporate power and authority to, in the case of RSI, sell and deliver the Series A Shares without any Encumbrance, and in the case of Sinolink, to purchase such shares, and perform all of its respective obligations with relation to the Series A Shares, and have all requisite corporate power and authority to execute, deliver and perform all of its respective obligations under this PSA (including its Exhibits).
- c. It is not (i) in violation of its articles of organization or other constitutive documents, (ii) in default in the performance or observance of any obligation, agreement, covenant or condition contained in any lease, license, franchise agreement, authorization, permit, certificate or other agreement or instrument to which it is bound or to which any of its assets or properties is subject (collectively, "Agreements and Instruments") or (iii) in violation of any law, statute, rule, regulation, circular, judgment, order or decree of any domestic or foreign court or other governmental or regulatory authority, agency or other body with jurisdiction over any of its assets or properties ("Governmental Authority"), except, in the case of clauses (ii) and (iii), for such defaults or violations as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or any material adverse effect on the PSA Parties. There exists no condition that would constitute a default by such party under any such document or instrument that could result in the imposition of any penalty or the acceleration of any indebtedness, other than penalties, defaults or conditions that would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or any material adverse effect on the PSA Parties.

5. Additional Specific Representations of RSI. RSI as of both the date of this PSA and the Closing Date makes the following representations and warranties:

- a. RSI is the true and lawful owner, of record and beneficially, of the Series A Shares, free and clear of any Encumbrance; none of the Series A Shares is subject to any outstanding options, warrants, calls, or similar rights of any other person to acquire the same; none of the Series A Shares is and as of the Closing Date will be subject to any restrictions on transfer thereof; and RSI has and as of the Closing Date will have the full power and authority to convey, and will convey

to Sinolink at the closing, good and marketable title to the Series A Shares, free and clear of any Encumbrance.

- b. Each of [RGAP and SRL] is duly incorporated, validly existing, in good standing and registered under the laws of the jurisdiction of its incorporation.

6. Additional Specific Representations of Sinolink. Sinolink as of both the date of this PSA and the Closing Date makes the following representations and warranties:

- a. All funds composing the Purchase Price will be and, at the Closing Date, are sourced solely from the accounts of Sinolink or its parent company, Sinolink Worldwide Holdings Limited, a Bermuda company, and their respective subsidiaries; have not been sourced from or commingled with the funds of any other Person; and constitute legal funds under the laws of Bermuda and/or the BVI, as the case may be, not subject to any pertinent anti-money laundering or similar Law in Hong Kong, the BVI, Bermuda or the PRC.

7. Survival of Representations and Warranties. All representations and warranties contained in this PSA shall remain operative and in full force and effect and shall survive payment for the Series A Shares to RSI and by Sinolink for a period of two (2) years from the Closing Date; however, the representations and warranties set out in Section 5 shall survive for a period of five (5) years from the Closing Date.

8. Conditions to Closing. Closing is subject to the fulfilment of the following conditions: (i) there shall not exist or have been instituted or be pending any Action by any Governmental Authority which could reasonably be expected to make illegal, or to materially delay or otherwise directly or indirectly materially restrain or prohibit, the consummation of the sale of the Series A Shares; (ii) the approval from the shareholders of Sinolink Worldwide Holdings Limited representing a majority of its issued and outstanding equity, which Sinolink shall use commercially reasonable efforts to obtain, have been obtained and in full force; and (iii) all representations and warranties stipulated under Sections 4,5 and 6 remain true and accurate.

9. Post-Closing Covenants. Each of the PSA Parties agrees with the other that it will cooperate fully with the other to endeavor to bring to full fruition the objectives of this PSA (including its Exhibits) and at all times regarding the transactions contemplated by this PSA act in good faith and take such actions as may be necessary or appropriate to effect fully the provisions of this PSA (including its Exhibits), except that neither PSA Party shall be required hereby to (i) consent to personal jurisdiction in any venue where concurrently with the date of this PSA such party is not subject to personal jurisdiction, and (ii) take any unlawful act, or to act contrary to public policy or to that party's established institutional policies or guidelines.

10. Specific Indemnity. RSI (and its Affiliates) shall indemnify and hold harmless Sinolink from and against any and all loss, liability, damages, cost, tax, charge, expense, settlement payment, any right of set-off, fine, fee or penalty, including reasonable legal and other professional fees


incurred or suffered by Sinolink arising out of, in connection with, or relating to (i) failure(s) by RGAP or SRL to comply with the relevant filing requirements that were required to be made with any Governmental Authority within the prescribed time limit, in accordance with the applicable laws, rules, regulations and guidelines applicable to each of such entities respectively necessary or appropriate to keep each of such entities in good standing in their respective jurisdictions of organization (the “**Applicable Rules**”); or (ii) any violation of any Applicable Rules by RGAP or SRL resulted from (i), since the commencement of businesses of each of RGAP and SRL up to the closing of this PSA, subject to maximum amount of the Purchase Price received by RSI hereunder. The foregoing indemnity shall survive until the first anniversary of the Closing Date and shall not be used by Sinolink to recover from RSI (or its Affiliates) legal costs relating to the re-establishment of RGAP in the BVI effective March 25, 2024.

11. Public Announcements. Neither PSA Party shall make or participate in any public announcement, article or release regarding this PSA (including its Exhibits) or the IA without the prior written consent of the other party; provided that Sinolink (and its Affiliates) may make disclosures in accordance with and pursuant to the rules of the HKSE (now known as the HKEX) without such prior consent but will furnish a copy of any such disclosure reasonably promptly after it is made.
12. Waivers and Amendments. No amendment, modification or waiver of any of the terms of this PSA (including its Exhibits) shall be valid unless set forth in writing and duly signed by the party against whom enforcement of such amendment, modification or waiver is sought. No delay or failure on the part of either PSA Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of either party of any such right, power or privilege, be construed as a waiver of any other right, power or privilege.
13. Damages. In no event shall either PSA Party be liable to the other party for any consequential, indirect, incidental or other similar damages, or any lost profits, business interruption, cost of capital, damage to licensed intellectual property rights or loss of business reputation or opportunity under any form of action whatsoever, whether in contract or otherwise, arising from this PSA, the IA or any ancillary documents related thereto.
14. Third Party Rights. Nothing in this PSA is intended or shall be construed to give any person, other than the PSA Parties, any legal or equitable right, remedy or claim under or in respect of this PSA (including its Exhibits) or any provision contained herein.
15. Severability. In the event any one or more of the provisions contained in this PSA (including its Exhibits) should be held under any Law or regulation to be invalid, illegal or unenforceable in any respect, such provisions shall be severable and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The PSA Parties shall engage in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

16. Costs. Each PSA Party shall be responsible for its own costs relating to the negotiation, preparation, execution and performance by it of this PSA (including its Exhibits) except that RSI shall pay for all fees and costs of the Registered Agent associated with the re-registration of the Series A Shares to establish Sinolink as of the closing to be the sole record owner thereof.
17. Entire Agreement; No Assignment. This PSA (including its Exhibits) constitutes the entire agreement and understanding between the PSA Parties on the subject matter of this PSA. The PSA Parties affirm that this PSA is a personal agreement between them and no right or obligation is assignable to another Person including to any Affiliate of that PSA Party. Any attempted assignment shall be null and void.
18. Counterparts. This PSA (including its Exhibits) may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

WITNESS, the duly authorized signatures of each of the PSA Parties as of the date above.

SINOLINK SHANGHAI INVESTMENTS LIMITED

By: 
Name: TANG Yui Man Francis
Title: Director

ROCK-SHANGHAI, INC.

By: _____
Name:
Title:

16. Costs. Each PSA Party shall be responsible for its own costs relating to the negotiation, preparation, execution and performance by it of this PSA (including its Exhibits) except that RSI shall pay for all fees and costs of the Registered Agent associated with the re-registration of the Series A Shares to establish Sinolink as of the closing to be the sole record owner thereof.
17. Entire Agreement; No Assignment. This PSA (including its Exhibits) constitutes the entire agreement and understanding between the PSA Parties on the subject matter of this PSA. The PSA Parties affirm that this PSA is a personal agreement between them and no right or obligation is assignable to another Person including to any Affiliate of that PSA Party. Any attempted assignment shall be null and void.
18. Counterparts. This PSA (including its Exhibits) may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

WITNESS, the duly authorized signatures of each of the PSA Parties as of the date above.

SINOLINK SHANGHAI INVESTMENTS LIMITED

By: _____
Name:
Title:

ROCK-SHANGHAI, INC.

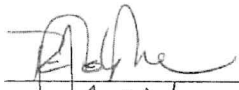
By:  _____
Name: R Stokes Moore
Title: Exec. V. Pres

EXHIBIT A
SHARE TRANSFER FORM

SHARE TRANSFER FORM

Rockefeller Group Asia Pacific, Inc.

(the "Company")

TRANSFER OF SHARES

We, Rock-Shanghai, Inc. of 1271 Avenue of the Americas, New York, NY 10020, United States of America in consideration of the sum of USD2,000,000, paid to me by Sinolink Shanghai Investments Limited of Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands, **(the "Transferee")** DOES HEREBY SELL, TRANSFER AND ASSIGN to, the Transferee, 510 Series A Common Shares with a par value of US\$1.00 each in the Company, a company re-registered under the BVI Business Companies Act, 2004 (as amended) standing in our name in the register of the Company.

Name:

Title:

For and on behalf of Rock-Shanghai, Inc.

Date: _____

Agreed and accepted by:

Name: TANG Yui Man Francis

Title: Director

For and on behalf of **Sinolink Shanghai Investments Limited**

Date: _____

EXHIBIT B
LETTERS OF RESIGNATION

December _____, 2024

The Directors
Rockefeller Group Asia Pacific, Inc. (the "**Company**")
Commerce House
Wickhams Cay I, P.O. Box 3140
Road Town, Tortola
British Virgin Islands, VG1110

To Whom It May Concern:

Effective the date hereof, please accept my resignation as Series A Director and President of the Company (the "**Positions**").

I confirm that with this resignation (the "**Resignation**") all authorities granted to me in my capacity of the Positions shall be terminated.

In relation to the Positions and the Resignation, I confirm that I have no claim against the company whatsoever whether in respect of fees, remuneration or compensation for the loss of office.

Sincerely,

Daniel J. Moore

December _____, 2024

Rockefeller Group WTY-I Development SRL (the "**Company**")
1271 Avenue of the Americas
New York, NY 10020
Attn: Gerald W. Blume, Secretary

To Whom It May Concern:

Effective the date hereof, please accept my resignation as Manager and Executive Vice President of the Company (the "Positions").

I confirm that with this resignation (the "Resignation") all authorities granted to me in my capacity of the Positions shall be terminated.

In relation to the Positions and the Resignation, I confirm that I have no claim against the company whatsoever whether in respect of fees, remuneration or compensation for the loss of office.

Sincerely,

Daniel J. Moore

December _____, 2024

The Directors
Rockefeller Group Asia Pacific, Inc. (the "**Company**")
Commerce House
Wickhams Cay I, P.O. Box 3140
Road Town, Tortola
British Virgin Islands, VG1110

To Whom It May Concern:

Effective the date hereof, please accept my resignation as Series A Director and Vice President/Secretary of the Company (the "Positions").

I confirm that with this resignation (the "Resignation") all authorities granted to me in my capacity of the Positions shall be terminated.

In relation to the Positions and the Resignation, I confirm that I have no claim against the company whatsoever whether in respect of fees, remuneration or compensation for the loss of office.

Sincerely,

Gerald W. Blume

December _____, 2024

Rockefeller Group WTY-I Development SRL (the "Company")
1271 Avenue of the Americas
New York, NY 10020
Attn: Gerald W. Blume, Secretary

To Whom It May Concern:

Effective the date hereof, please accept my resignation as Manager and Vice President and Secretary of the Company (the "Positions").

I confirm that with this resignation (the "Resignation") all authorities granted to me in my capacity of the Positions shall be terminated.

In relation to the Positions and the Resignation, I confirm that I have no claim against the company whatsoever whether in respect of fees, remuneration or compensation for the loss of office.

Sincerely,

Gerald W. Blume

December _____, 2024

The Directors
Rockefeller Group Asia Pacific, Inc. (the "Company")
Commerce House
Wickhams Cay I, P.O. Box 3140
Road Town, Tortola
British Virgin Islands, VG1110

To Whom It May Concern:

Effective the date hereof, please accept my resignation as Treasurer of the Company (the "Positions").

I confirm that with this resignation (the "Resignation") all authorities granted to me in my capacity of the Positions shall be terminated.

In relation to the Positions and the Resignation, I confirm that I have no claim against the company whatsoever whether in respect of fees, remuneration or compensation for the loss of office.
Sincerely,

Gillian Murray

December _____, 2024

Rockefeller Group WTY-I Development SRL (the "Company")
1271 Avenue of the Americas
New York, NY 10020
Attn: Gerald W. Blume, Secretary

To Whom It May Concern:

Effective the date hereof, please accept my resignation as Treasurer of the Company (the "Positions").

I confirm that with this resignation (the "Resignation") all authorities granted to me in my capacity of the Positions shall be terminated.

In relation to the Positions and the Resignation, I confirm that I have no claim against the company whatsoever whether in respect of fees, remuneration or compensation for the loss of office.

Sincerely,

Gillian Murray

December _____, 2024

The Directors
Rockefeller Group Asia Pacific, Inc. (the "**Company**")
Commerce House
Wickhams Cay I, P.O. Box 3140
Road Town, Tortola
British Virgin Islands, VG1110

To Whom It May Concern:

Effective the date hereof, please accept my resignation as Vice President of the Company (the "Positions").

I confirm that with this resignation (the "Resignation") all authorities granted to me in my capacity of the Positions shall be terminated.

In relation to the Positions and the Resignation, I confirm that I have no claim against the company whatsoever whether in respect of fees, remuneration or compensation for the loss of office.

Sincerely,

Santo Curro

December _____, 2024

Rockefeller Group WTY-I Development SRL (the "**Company**")
1271 Avenue of the Americas
New York, NY 10020
Attn: Gerald W. Blume, Secretary

To Whom It May Concern:

Effective the date hereof, please accept my resignation as Vice President of the Company (the "Positions").

I confirm that with this resignation (the "Resignation") all authorities granted to me in my capacity of the Positions shall be terminated.

In relation to the Positions and the Resignation, I confirm that I have no claim against the company whatsoever whether in respect of fees, remuneration or compensation for the loss of office.

Sincerely,

Santo Curro

December _____, 2024

The Directors
Rockefeller Group Asia Pacific, Inc. (the "Company")
Commerce House
Wickhams Cay I, P.O. Box 3140
Road Town, Tortola
British Virgin Islands, VG1110

To Whom It May Concern:

Effective the date hereof, please accept my resignation as Series A Director and Vice President of the Company (the "Positions").

I confirm that with this resignation (the "Resignation") all authorities granted to me in my capacity of the Positions shall be terminated.

In relation to the Positions and the Resignation, I confirm that I have no claim against the company whatsoever whether in respect of fees, remuneration or compensation for the loss of office.

Sincerely,

Richard Stokes Moore

December _____, 2024

Rockefeller Group WTY-I Development SRL (the "Company")
1271 Avenue of the Americas
New York, NY 10020
Attn: Gerald W. Blume, Secretary

To Whom It May Concern:

Effective the date hereof, please accept my resignation as Manager and Vice President of the Company (the "Positions").

I confirm that with this resignation (the "Resignation") all authorities granted to me in my capacity of the Positions shall be terminated.

In relation to the Positions and the Resignation, I confirm that I have no claim against the company whatsoever whether in respect of fees, remuneration or compensation for the loss of office.

Sincerely,

Richard. Stokes Moore

December _____, 2024

The Directors
Rockefeller Group Asia Pacific, Inc. (the "Company")
Commerce House
Wickhams Cay I, P.O. Box 3140
Road Town, Tortola
British Virgin Islands, VG1110

To Whom It May Concern:

Effective the date hereof, please accept my resignation as Series A Director and Executive Vice President of the Company (the "Positions").

I confirm that with this resignation (the "Resignation") all authorities granted to me in my capacity of the Positions shall be terminated.

In relation to the Positions and the Resignation, I confirm that I have no claim against the company whatsoever whether in respect of fees, remuneration or compensation for the loss of office.

Sincerely,

William G. Tung

December _____, 2024

Rockefeller Group WTY-I Development SRL (the "Company")
1271 Avenue of the Americas
New York, NY 10020
Attn: Gerald W. Blume, Secretary

To Whom It May Concern:

Effective the date hereof, please accept my resignation as Manager and Executive Vice President of the Company (the "Positions").

I confirm that with this resignation (the "Resignation") all authorities granted to me in my capacity of the Positions shall be terminated.

In relation to the Positions and the Resignation, I confirm that I have no claim against the company whatsoever whether in respect of fees, remuneration or compensation for the loss of office.

Sincerely,

William G. Tung

December _____, 2024

Shanghai Rockefeller Group d' Bund Master Development Co., Ltd. (the "Company")

To Whom It May Concern:

Effective the date hereof, please accept my resignation as Deputy Manager of the Company (the "Positions").

I confirm that with this resignation (the "Resignation") all authorities granted to me in my capacity of the Positions shall be terminated.

In relation to the Positions and the Resignation, I confirm that I have no claim against the company whatsoever whether in respect of fees, remuneration or compensation for the loss of office.
Sincerely,

William G. Tung

EXHIBIT C
MUTUAL WAIVER AND RELEASE

MUTUAL WAIVER AND RELEASE

This Mutual Waiver and Release ("MWR") is made and entered into as of December __, 2024 by and among Rock-Shanghai, Inc., a New York corporation ("RSI"), Rockefeller Group International, Inc., a New York corporation ("RGI"), MEC Group International Inc., a New York corporation (f/k/a Rockefeller Group, Inc. ("RG"), Rockefeller Group Asia Pacific, Inc., a BVI corporation ("RGAP"), Sinolink Shanghai Investments Limited, a BVI corporation ("Sinolink"), and Sinolink Worldwide Holdings Limited, a Bermuda corporation ("SWH"). Sinolink, SWI, RSI, RGI, RG and RGAP are hereinafter collectively referred to as the "MWR Parties." Terms used herein and not defined have the meanings assigned to them in a Purchase and Sale Agreement dated as of December __, 2024 (the "PSA").

Recitals:

- (i) The MWR Parties entered into an Investment Agreement dated as of November 30, 2005 (the "IA").
- (ii) RSI and Sinolink have also entered into the PSA pursuant to which (a) RSI is selling and Sinolink is purchasing as of the date of this MWR all of the 510 Series A Shares in RGAP issued to RSI in accordance with the terms of the IA; and (b) RSI is assigning all of its rights and benefits under the IA (and all ancillary documents thereto) to Sinolink.
- (iii) The MWR Parties desire to waive and release any claim one party may have currently or in the future may have against the other under the IA or any ancillary documents related thereto.

NOW THEREFORE, the MWR Parties in consideration of the mutual covenants herein and in the PSA, agree as follows.

1. **Mutual Waiver and Release.** Save as the specific indemnity as provided in the PSA, RSI, RGI and RG, on the one hand, and Sinolink and SWH, on the other hand, for themselves and for their respective, agents, successors and assigns (the "RSI Interests" and the "Sinolink Interests", respectively), as well as RGAP, hereby waive and release and forever discharge the other Interests, and in the case of RGAP both Interests, as well as their agents, successors and assigns, servants, representatives and attorneys, of and from any and all claims, actions and manner of action, cause and causes of action, suits, debts, dues, sums of money, accounts, reckonings, bills, specialties, covenants, contracts, controversies, agreements, promises, variances, trespasses, damages, judgments, extents, executions, claims and demands whatsoever, in law or in equity, which they now

have, or which they or their successors and assigns hereafter can, shall or may have concerning or related to the IA and the actions and documents contemplated therein known or unknown, from the beginning of time to the execution of this MWR or to the termination of the IA, whichever later occurs. This mutual waiver and release of claims is not intended to and shall have no effect upon the MWR Parties' respective rights and obligations under this MWR, or the rights and obligation of RSI and Sinolink under the PSA, which shall remain in full force and effect.

2. No Admission. This MWR does not constitute an admission of wrongdoing or finding of liability against any of the RSI Interests, on the one hand, or of the Sinolink Interests, on the other hand, or against RGAP. Indeed, each of the MWR Parties denies any wrongdoing in connection with the subject matter of this MWR.
3. No Constructive Knowledge. This MWR is intended to avoid future litigation and shall not be considered evidence of actual or constructive knowledge on the part of the RSI Interests, on the one hand, or the Sinolink Interests, on the other hand, or on the part of RGAP, in any forum.
4. Mutual Representations and Warranties. Each of the MWR Parties makes the following representations and warranties, severally not jointly :

(a).This MWR when executed by it has or will have been duly and validly authorized, executed and delivered by such party and will constitute valid and binding obligations of such party enforceable against it in accordance with its respective terms, except as such enforceability may be limited by bankruptcy, insolvency, fraudulent transfer, reorganization, moratorium and other laws of general applicability relating to or affecting creditors' rights and by general equity principles (regardless of whether considered in a proceeding in equity or at law), including (i) the possible unavailability of specific performance, injunctive relief or any other equitable remedy and (ii) concepts of materiality, reasonableness, good faith and fair dealing.

(b).It has all requisite corporate or other power and authority to execute and deliver this MWR.

(c) It is not(i) in violation of its articles of organization or other constitutive documents, (ii) in default in the performance or observance of any obligation, agreement, covenant or condition contained in any lease, license, franchise agreement, authorization, permit, certificate or other agreement or instrument to which it is bound or to which any of its assets or properties is subject or (iii) in violation of any law, statute, rule, regulation, circular, judgment, order or decree of any domestic or foreign court or other governmental or regulatory authority, agency or other body with jurisdiction over any of its assets or properties, except, in the case of clauses (ii) and (iii), for such defaults or violations as would not reasonably be expected to have, individually or in the aggregate, a Material Adverse Effect or any material adverse effect on the MWR Parties. There exists no condition that would constitute a default by such party under any such document or instrument that could result in the imposition of any penalty or the acceleration of any indebtedness, other than penalties, defaults or conditions that would not reasonably be

expected to have, individually or in the aggregate, a Material Adverse Effect or any material adverse effect on any of the MWR Parties.

4. Survival of Representations and Warranties. All representations and warranties contained in this MWR shall remain operative and in full force and effect for a period of two (2) years from the Closing Date.
5. Waivers and Amendments. No amendment, modification or waiver of any of the terms of this MWR shall be valid unless set forth in writing and duly signed by the party against whom enforcement of such amendment, modification or waiver is sought. No delay or failure on the part of any MWR Party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any waiver on the part of any MWR Party of any such right, power or privilege, be construed as a waiver of any other right, power or privilege.
6. Severability. In the event any one or more of the provisions contained in this MWR should be held under any Law or regulation to be invalid, illegal or unenforceable in any respect, such provisions shall be severable and the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby. The MWR Parties shall engage in good faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions, the effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.
7. Counterparts. This MWR may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

[end of page]

WITNESS, the duly authorized signatures of each of the MWR Parties as of the date above.

ROCK-SHANGHAI, INC.

By: _____
Name:
Title:

ROCKEFELLER GROUP INTERNATIONAL, INC.

By: _____
Name:
Title:

MEC GROUP INTERNATIONAL INC.

By: _____
Name:
Title:

ROCKEFELLER GROUP ASIA PACIFIC, INC.

By: _____
Name:
Title:

SINOLINK SHANGHAI INVESTMENTS LIMITED

By: _____
Name:
Title:

SINOLINK WORLDWIDE HOLDINGS LIMITED

By: _____
Name:
Title:

EXHIBIT D
WRITTEN CONSENT IN LIEU OF A MEETING

Rockefeller Group Asia Pacific, Inc.

Company Number: 622616

(the "**Company**")

UNANIMOUS WRITTEN RESOLUTIONS OF THE DIRECTORS

The undersigned, being all of the directors of the Company, a business company whose registered office is at Commerce House, Wickhams Cay 1, Road Town, Tortola, VG1110, British Virgin Islands, pursuant to the authority to act without a meeting conferred by the Company's articles of association (the "**Articles**"), **HEREBY CONSENT** to the following actions and adopt the resolutions set out below.

DIRECTORS' INTERESTS

It is noted that, pursuant to Section 124 of the BVI Business Companies Act, 2004 (as amended, the "**Act**") and the Articles, each director has declared the nature and extent of their interests.

TRANSFER OF SHARES

2.1 Rock-Shanghai, Inc. is currently the registered owner of 510 Series A Common Shares of US\$1.00 par value each in the Company (the "**Shares**").

2.2 The directors have received a duly executed instrument of transfer to effect the following transfer of the Shares:

Transferor: Rock-Shanghai, Inc.

Transferee: Sinolink Shanghai Investments Limited

(the "**Transfer**").

2.3 IT IS RESOLVED THAT the Transfer be and is hereby approved and that Conyers Trust Company (BVI) Limited (the "**Registered Agent**") be and is hereby authorised and directed to (a) update the original register of members of the Company to record the Transfer and (b) update the beneficial owner information it maintains for the Company on the secure search system established and maintained under the Beneficial Ownership Secure Search System Act, 2017 (as amended) (if applicable) and make all necessary filings with the Registrar of Corporate Affairs in respect of the above resolutions.

RESIGNATION OF DIRECTORS AND OFFICERS

- 3.1 In connection with the Transfer, the Company has received letters of resignation from each of Gerald William Blume, Daniel James Moore, Richard Stokes Moore and William Graham Tung, being the Series A Directors appointed pursuant to Article 72(a) of the Articles (the "Resigning Directors") further to which the Resigning Directors resigned from their roles as directors of the Company, copies of which were presented with these resolutions.
- 3.2 it is further noted that in connection with the Transfer, certain officer and directors of Rockefeller Group WTY-I Development SRL ("SRL") and Shanghai Bund de Rockefeller Group Master Development Co., Ltd. ("CJV") appointed or nominated by Rock-Shanghai, Inc. have also tendered their resignation from their respective roles in SRL and CJV, copies of which were presented with these resolutions.
- 3.3 IT IS RESOLVED THAT the resignation of the Resigning Directors be accepted with effect from the date that the letters of resignation were received by the Company.
- 3.4 IT IS RESOLVED THAT the resignation from their roles as officers of the Company by Gerald William Blume, Daniel James Moore, Richard Stokes Moore and William Graham Tung, Santo Curro and Gillian Murray be and are hereby accepted.
- 3.5 IT IS FURTHER RESOLVED THAT the Registered Agent be and is hereby authorised and directed to update the Company's register of directors and officers and make all necessary filings with the Registrar of Corporate Affairs in respect of the above resolutions, including making the filings required by section 118A and section 118B of the Act.

APPROVAL OF MUTUAL WAIVER AND CONSENT

- 4.1 In connection with the Transfer, it is proposed that, among others, the Company, Rock-Shanghai, Inc. and Sinolink Shanghai Investments Limited enter into a mutual waiver and release substantially in the form presented to the Directors with these resolutions (draft dated December 13, 2024) (the "Mutual Waiver and Release").
- 4.2 IT IS RESOLVED THAT the Mutual Waiver and Release be and is hereby approved and that any director or officer of the Company be, and each of them hereby is, authorised to execute (under the common seal of the Company if appropriate) and deliver on behalf of the Company the Mutual Waiver and Release and any amendments thereto in such form and containing such terms and conditions as such person executing the same may in his or her absolute and unfettered discretion determine and approve, such determination and approval to be conclusively evidenced by such person's execution thereof;

GENERAL AUTHORISATION AND RATIFICATION

RESOLVED THAT any director or officer of the Company be and is hereby authorised for and on behalf of the Company to execute and deliver all such other documents, instruments and agreements, whether by way of deed and/or under the seal of the Company and/or otherwise, and to do all such acts or things as may be necessary or desirable to give effect to the foregoing resolutions, including but not limited to, the aforementioned resignation of the directors and officers of SRL and CJV.

RESOLVED THAT any and all actions of the Company, the **directors**, any officer, the registered agent and any other authorised representative of the Company taken in connection with any actions contemplated by the foregoing resolutions be and are hereby approved, adopted, confirmed and ratified in all respects as if such action(s) had been presented for approval, and approved by the directors prior to such action(s) being taken.

[Remainder of page intentionally blank – Signature pages follow]

IN WITNESS WHEREOF the undersigned, being all of the directors of the Company, have executed these resolutions, which may be executed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument, as of the dates indicated alongside their names below and acknowledge that the effective date of the resolutions is as of the last date indicated below.

D

<div></div> <div>William Graham Tung</div> <div>Director</div>	<div></div> <div>Date</div>
<div></div> <div>Thomas Yaping Ou</div> <div>Director</div>	<div></div> <div>Date</div>
<div></div> <div>Yui Man Francis Tang</div> <div>Director</div>	<div></div> <div>Date</div>
<div></div> <div>Song Zou</div> <div>Director</div>	<div></div> <div>Date</div>

Daniel James Moore
Director

Date

Gerald William Blume
Director

Date

Richard Stokes Moore
Director

Date