

Date: 14 November 2024

BY HAND

SUNNY BRIGHT DEVELOPMENT LIMITED

新利輝發展有限公司

21st Floor, Bank of America Tower

12 Harcourt Road

Central

Hong Kong

Dear Sirs,

Re: (1) The entire 20th Floor and (2) Carpark BA21 (on the 4th Floor) of The Bank of America Tower, No. 12 Harcourt Road, Central, Hong Kong

We, China Great Wall AMC (International) Holdings Company Limited 中國長城資產(國際)控股有限公司 (the "**Offeror**" or the "**Tenant**"), would like to make an irrevocable offer to you, Sunny Bright Development Limited 新利輝發展有限公司, as the landlord of the Premises (as defined below) (the "**Landlord**") for the tenancy of the Premises, subject to the following principal terms and conditions:

1.	Tenant	The Offeror, that is, China Great Wall AMC (International) Holdings Company Limited 中國長城資產(國際)控股有限公司
2.	Premises	(1) The entire 20th Floor and (2) Carpark BA21 (on the 4th Floor) of The Bank of America Tower, No. 12 Harcourt Road, Central, Hong Kong (for the purpose of identification, as delineated in pink in the plans in the Annexure annexed hereto) (collectively, the " Premises ")
3.	Monthly Rent	HK\$648,000.00 per calendar month, exclusive of Government Rates (as defined below), government rent and Service Charge (as defined below) (collectively, the " Monthly Rent "). Monthly Rent shall be payable in advance clear of all deductions on the first day of each calendar month, the first and last of such payment to be apportioned according to the number of days in the month included in the said Term (as defined below).
4.	Service Charge	Air-conditioning and management charges of HK\$81,685.00 per calendar month, which shall be payable in advance clear of all deductions on the first day of each calendar month, the first and last of such payment to be apportioned according to the number of days in the month included in the said Term (as defined below), and will be adjusted proportionately according to the actual amount of service charge chargeable to the Premises (" Service Charge ").

5.	Government rates	Government rates of HK\$35,530.00 per calendar month, which shall be payable in advance clear of all deductions on the first day of each calendar month, the first and last of such payment to be apportioned according to the number of days in the month included in the said Term (as defined below), and will be adjusted proportionately according to the actual amount of Government rates chargeable to the Premises
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Offer Letter (BoA)(20F and BA21) revised/1

		("Government Rates").
6.	Deposit	<p>A deposit of HK\$2,189,055.00, representing 3 months' Monthly Rent and 3 months' Service Charge ("Deposit"), shall be payable by the Tenant to the Landlord in full upon acceptance of this offer by the Landlord.</p> <p>An amount of HK\$1,829,482.50 of the deposit currently held by the Landlord (the "Existing Rental Deposit") in accordance with the terms of the tenancy agreement made between the Tenant and the Landlord dated 22 March 2022 (the "Existing Tenancy Agreement") shall be automatically deducted and applied as partial payment for the abovementioned Deposit payable by the Tenant to the Landlord upon the acceptance of this offer by the Landlord, for the avoidance of doubt, the Tenant shall only need to pay the remainder of the Deposit upon the date as stipulated above.</p>
7.	Rent-free Period	The Tenant shall not be entitled to any rent-free period.
8.	Use	The Premises shall be used for office and car parking use only.
9.	Commencement	The proposed tenancy will commence on 1 January 2025 (the "Commencement Date") following the Landlord's acceptance of this offer.
10.	Term	Commencing on the Commencement Date and expiring on 31 December 2027, both dates inclusive.

Offer Letter (BoA)(20F and BA21) revised/2

11.	Tenancy Agreement	<p>The Offeror and the Landlord shall negotiate in good faith and use all their respective reasonable endeavours to enter into a formal Tenancy Agreement (the “Tenancy Agreement”) within 21 calendar days after the acceptance of this offer by the Landlord and in any event on or before the Commencement Date (or such other date as agreed by the parties). The Tenancy Agreement shall contain the principal terms mentioned in this offer letter and other customary terms, conditions, representations and warranties which are generally common to transactions of similar nature as mutually agreed between the parties.</p> <p>If a formal Tenancy Agreement is not executed by the Offeror for any reason by 31 December 2024, the principal terms of this offer letter and the terms of the Existing Tenancy Agreement, to the extent not inconsistent with the principal terms stated herein shall be deemed to be applied to and incorporated in the Tenancy Agreement mutatis mutandis and in the case of any disagreement between the Landlord and the Offeror in relation to the application of the foregoing provision, the decision of the Landlord made bona fide shall be conclusive and binding on all parties.</p>
12.	Handover Conditions	The Premises shall be delivered to the Offeror on an “as-is” basis on the Commencement Date.
13.	Reinstatement	The Tenant shall reinstate the Premises into “as-is” conditions or the conditions both the Landlord and Tenant agreed upon the expiry of the Term.
14.	Sub-Letting	The Tenant has the right to sub-let the Premises to its related or associated companies, subject to the Landlord’s approval.
15.	Legal Costs	Each party shall pay its own legal costs.
16.	Stamp Duty	All stamp duty, if any, payable on the Tenancy Agreement shall be paid by the Landlord and the Tenant in equal shares.
17.	Confidentiality	Save and except disclosure as may be required by law, any court or competent authority, The Stock Exchange of Hong Kong Limited, or other regulatory authorities, or as may be required to comply with the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (the “ Listing Rules ”), none of the parties shall make, and the parties shall use their respective best endeavours to procure their respective affiliates will not make, any announcement or release or disclose any information concerning this letter, the Existing Tenancy Agreement or the proposed new tenancy or disclose the identity of the other party without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

18.	No Third Party Rights	No person (other than the Landlord and the Offeror/Tenant) shall have any rights under the Contracts (Rights of Third Parties) Ordinance, Cap.623 of the Laws of Hong Kong, to enforce or enjoy the benefit of any terms of this letter and/or the Tenancy Agreement. This does not affect any right or remedy of such third party which exists or is available apart from that Ordinance.
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In compliance with Chapter 14A of the Listing Rules, the Landlord will accept this offer only if the shareholders (other than those who are required to abstain from voting under the Listing Rules) of Great Wall Pan Asia Holdings Limited ("GWPA"), being the holding company of the Landlord, approve the proposed tenancy at a special general meeting of GWPA. If such approval is not granted on or before 31 December 2024 (or such later date as may be set by mutual agreement between the Landlord and the Offeror in writing prior to that date) (the "LSD"), this offer will lapse automatically and will no longer be capable of being accepted. For good and valuable consideration (the receipt and sufficiency of which is hereby acknowledged by the Offeror), this offer by the Offeror will not be revoked, rescinded or otherwise withdrawn at any time on or before the LSD.

For all intent and purposes, unless and until the offer is accepted by you, the Landlord, this letter does not constitute any binding contract between you, the Landlord, and us (save and except Conditions 15, 17 and 18) and nothing herein shall be binding on us unless this offer has been accepted by or on behalf of any authorized agent of you, the Landlord, in writing. Kindly acknowledge receipt of this offer by signing and returning to us a copy of this letter.

Yours faithfully,

For and on behalf of
China Great Wall AMC (International) Holdings Company Limited
中國長城資產(國際)控股有限公司



王海

Name: WANG Hai
Title: Chairman of the Board

I, WANG Xinhong, being a director of SUNNY BRIGHT DEVELOPMENT LIMITED 新利輝發展有限公司, the Landlord, hereby acknowledge receipt of the above offer.

王新紅



Name: WANG Xinhong
Title: Director Date: 14 November 2024

Annexure



