THIS PRELIMINARY AGREEMENT is made the 16th day of June 2026

BETWEEN:-

(1) **THE CENTER (58) LIMITED** a company incorporated in the British Virgin Islands with Company No.243515 and registered as a non-Hong Kong company with limited liability having a principal place of business in Hong Kong at Units 5801-5802, 58th Floor, The Center, No.99 Queen's Road Central, Hong Kong with Business Registration No.30575908 (the "**Vendor**") of the one part; and

(2) the purchaser whose particulars are set out in Part I of the Schedule hereto (the "**Purchaser**") of the other part.

NOW IT IS AGREED as follows:-

1. The Vendor agrees to sell and the Purchaser agrees to purchase the property more particularly described in Part II of the Schedule hereto (the "**Property**") on the terms and conditions herein contained.

2. The purchase price of the Property shall be the sum set out in Part III of the Schedule hereto (the "**Purchase Price**") which shall be paid by the Purchaser in the manners set out in Part III of the Schedule hereto.

3. The Purchase Price or any part thereof shall be paid by means of cashier orders issued by a licensed bank in Hong Kong or cheque(s) drawn on a licensed bank in Hong Kong issued by a firm of solicitors ("**solicitors' cheque**") in favour of the Vendor's Solicitors, Johnson Stokes & Master, for the relevant amount.

4. The Vendor and the Purchaser shall execute a formal agreement for sale and purchase of the Property (the "**Formal Agreement**") in the form as they may agree on or before the date set out in Part IV of the Schedule hereto.

5. Any payment obligations of the Purchaser under this Preliminary Agreement shall be performed at any time between 9:00 a.m. and 5:00 p.m. on a weekday (which is a business day (defined as a day on which licensed banks are opened for business in Hong Kong and excluding any day on which typhoon signal No.8 or above or a black rainstorm signal is hoisted in Hong Kong at any time between 9:00 a.m. to 5:00 p.m.)) (the "**office hours**").

6. The sale and purchase of the Property shall be completed on the date specified in Part V of the Schedule hereto (the "**Completion Date**") at the Vendor's Solicitors' office during office hours.

7. If the Purchaser (other than due to the default of the Vendor) shall fail to observe or comply with any of the terms and conditions herein contained (including without limitation any failure to pay the Purchase Price or any part thereof on the dates and within the time periods herein stipulated), the Vendor may (without being obliged to tender an assignment to the Purchaser) forthwith determine this Preliminary Agreement and (if signed) the Formal Agreement by giving notice of termination in writing to the Purchaser or his

solicitors to such effect and the Vendor shall thereupon be entitled to re-enter upon the Property and repossess the same if possession shall have been given to the Purchaser free from any right or interest of the Purchaser therein, and all sums paid by the Purchaser by way of initial deposit, further deposit and/or part payment of the Purchase Price to the extent of 10% of the Purchase Price shall be forfeited to the Vendor and, without prejudice to the Vendor's right to claim damages or enforce specific performance of this Preliminary Agreement or any other rights and remedies of the Vendor, the Vendor shall be entitled to retain the balance (if any) of the said initial deposit, further deposit and/or part payment of the Purchase Price paid to the Vendor as security and apply the same towards payment by the Purchaser of compensation of any loss damage and/or expense suffered or incurred by the Vendor arising from such default of the Purchaser. If the Vendor re-sells the Property, any deficiency in price (after taking into account the deposits being forfeited) and all reasonable expenses attending such re-sale shall be borne by the Purchaser and recoverable from the Purchaser as liquidated damages. Any increase in price on re-sale shall belong to the Vendor. If this Preliminary Agreement or (if signed) the Formal Agreement are registered with the Land Registry, the Vendor may unilaterally sign and register a Memorandum of Determination to evidence the termination of this Preliminary Agreement or (if signed) the Formal Agreement and to vacate or cancel the registration of this Preliminary Agreement or (if signed) the Formal Agreement at the Land Registry at the cost of the Purchaser.

8. Subject to Clause 18, in the event of the Vendor (other than due to the default of the Purchaser) failing to complete the sale of the Property in accordance with the terms hereof, all the deposits paid hereunder shall be returned to the Purchaser who shall also be entitled to recover from the Vendor damages (if any) which the Purchaser has sustained by reason of such failure on the part of the Vendor.

9. Time shall in every respect be of the essence of this Preliminary Agreement and the Formal Agreement (if signed).

10. Upon completion, the Purchaser shall immediately lease back the Property to the Vendor.

11. The Property is and will be sold on "as is" basis. The Purchaser purchases with full knowledge of the physical condition of the Property and the fittings, finishes and appliances (if any) therein and shall take them as they stand.

12. Immediately after the signing of this Preliminary Agreement, the Property shall as between the Vendor and the Purchaser be at the Purchaser's risk.

13. The Vendor shall prove its title to the Property in accordance with section 13 of the Conveyancing and Property Ordinance (Cap.219). The Vendor shall give title to the Property in accordance with section 13A of the Conveyancing and Property Ordinance (Cap.219).

14. Any requisition or objection on title to the Property shall be raised and delivered in writing to the Vendor's Solicitors within seven (7) business days after the date of receipt of the title deeds and documents of the Property by the Purchaser's solicitors, and further requisitions on the replies given by the Vendor's Solicitors shall be delivered in writing to

the Vendor's Solicitors within seven (7) business days from the receipt of such replies, otherwise the same shall be considered as waived (in which respect time shall be of the essence).

15. The Property shall be sold to the Purchaser free from all encumbrances subject as to herein provided. The Property is sold absolutely subject to the provisions contained in the Government lease to which the Property is subject and also subject to all easements (if any) subsisting therein and with the benefit of and subject to all rights of way (if any) And subject to and with the benefit of Deed of Dedication Memorial No.UB6964147, Deed of Mutual Covenant and Management Agreement Memorial No.UB7603348, Sub-Deed of Mutual Covenant Memorial No.UB9024549 and the Sub-Sub-DMC referred to in Clause 16 below.

16. The Purchaser hereby agrees and acknowledges that the Property will be subject to a Sub-Sub-Deed of Mutual Covenant of 58th Floor of the Building ("**Sub-Sub-DMC**") to be approved by the Legal Advisory and Conveyancing Office of the Lands Department (the "**LACO**"), the manager of the Building (the **"Manager"**) and the existing mortgagee of the Property (the **"Existing Mortgagee"**). The Purchaser expressly agrees not to raise any requisition or objection to the form and contents of the Sub-Sub-DMC and without limitation the areas and dimensions of the Property and other units on the 58th Floor of the Building and the allocation of undivided shares and management shares under the Sub-Sub-DMC to the Property and other units on the 58th Floor of the Building. Completion of the sale and purchase of the Property shall be subject to and conditional upon the Sub-Sub-DMC having been approved by the LACO, the Manager and the Existing Mortgagee.

17. On completion, the Purchaser shall, if requested by the Vendor, enter into the Sub-Sub-DMC in the form approved by the LACO, the Manager and the Existing Mortgagee upon execution of the assignment of the Property or at the Vendor's option accept an assignment of the Property from the Vendor subject to and with the benefit of the Sub-Sub-DMC (in the form approved by the LACO, the Manager and the Existing Mortgagee) entered or to be entered into by the Vendor with another purchaser or purchasers.

18. Completion of the sale and purchase of the Property shall be subject to and conditional upon the approval by the shareholders of Yuzhou Group Holdings Company Limited (**"Yuzhou Group"**) of this Preliminary Agreement, the Formal Agreement (if signed) and the transactions contemplated hereunder at the extraordinary general meeting of Yuzhou Group to be convened and held (**"EGM Approval"**) having been obtained, in compliance with the requirements of the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited. If the Vendor in its sole and absolute discretion determines at any time prior to completion that the EGM Approval will not or is unlikely to be obtained, the Vendor shall be entitled to terminate this Preliminary Agreement and the Formal Agreement (if signed) by giving written notice to the Purchaser or the Purchaser's solicitors, whereupon this Preliminary Agreement and the Formal Agreement (if signed) shall forthwith cease and determine and all deposits and other monies paid by the Purchaser hereunder shall be returned to the Purchaser without interest, costs or compensation and the Purchaser shall have no further claim or cause of action against the Vendor.

19. (a) Each party shall bear its own legal costs, disbursements and expenses of and incidental to this Preliminary Agreement, the Formal Agreement and the subsequent assignment in relation to the sale and purchase of the Property.

(b) All stamp duty payable on this Preliminary Agreement, the Formal Agreement and the subsequent assignment of the Property shall be paid and borne by the Purchaser solely and absolutely.

20. Without prejudice to other provisions of this Preliminary Agreement, the Purchaser shall bear and pay :-

(a) the costs of preparing certified true copy of the title deeds and documents relating to the Property and a proportionate part of (i) the costs of and incidental to the preparation of the Sub-Sub-DMC; and (ii) the professional fee for the plans to be annexed to the Sub-Sub-DMC;

(b) all registration fees and fees for the preparation of the plans of the Property to be annexed to this Preliminary Agreement, the Formal Agreement and the subsequent assignment;

(c) all public utility deposits paid by the Vendor in respect of the Property and a proportionate part of the water, electricity and other utilities deposits in respect of the common areas of the Building; and

(d) (i) two months' advance payment of the management expenses;
(ii) one month's management expenses as management deposit; and
(iii) one month's management expenses as initial contribution to the Sinking Fund;

before being entitled to possession of the Property on completion of the sale and purchase.

21. This Preliminary Agreement is personal to the Purchaser. The Purchaser shall not sub-sell the Property or any part thereof or nominate any person to take up the assignment of the Property or any part thereof or transfer the benefit of this Preliminary Agreement or enter into any agreement so to do before completion of the sale and purchase herein and execution of the assignment to the Purchaser. The Vendor shall not be under any obligation to execute an assignment of the Property or any part thereof to any person other than the Purchaser herein.

22. Prior to the signing of the Formal Agreement, this Preliminary Agreement shall in all respects constitute a legally binding contract between the parties hereto.

23. The Purchaser shall inform the Vendor forthwith in writing of any change in correspondence address.

24. The Property comprises a non-residential property within the meaning of section 29A(1) of the Stamp Duty Ordinance (Cap.117).

25. This Preliminary Agreement supersedes all prior negotiations, representations, understandings and agreements of the parties hereto.

26. The terms and conditions set out in the Second Schedule to the Conveyancing and Property Ordinance (Cap.219) shall be incorporated in this Preliminary Agreement except to the extent that they are inconsistent with the express terms of this Preliminary Agreement.

27. This Preliminary Agreement shall be governed by, and construed in accordance with, the laws of the Hong Kong Special Administrative Region and the parties hereto irrevocably submit to the exclusive jurisdiction of the courts of Hong Kong Special Administrative Region.

28. Section 6(1) of the Contracts (Rights of Third Parties) Ordinance (Cap.623) shall not apply to this Preliminary Agreement and this Preliminary Agreement may be varied by the parties hereto from time to time or terminated or rescinded pursuant to the provisions of this Preliminary Agreement without the consent of any person who is not a party to this Preliminary Agreement.

29. Notwithstanding anything herein provided, if the Completion Date and/or any of the date(s) stipulated herein for payment shall fall on a day which is not a business day at any time between 9:00 a.m. to 5:00 p.m., the Completion Date or such date(s) of payment (as the case may be) shall automatically be postponed to the next business day.

SCHEDULE

Part I

(Purchaser)

Name	:	GOLDEN SUNNY LIMITED 鑫耀有限公司
Business Registration No.	:	72221410
Address / Registered Office	:	Unit A2, 19th Floor, Max Share Centre, 367-373 King's Road, North Point, Hong Kong.

Part II

(Property)

All Those Offices 5801, 5802, 5803, 5805, 5806 and 5813 all on the 58th Floor of The Center (中環中心) (the **"Building"**), No.99 Queen's Road Central, Hong Kong for identification as more particularly delineated and shown coloured Pink on the plan attached hereto.

Part III

(Purchase Price)

The Purchase Price is the sum of HK$268,840,000.00 which shall be paid and satisfied by the Purchaser in the following manner:-

(1) HK$13,442,000.00 being the initial deposit shall be paid by the Purchaser to the Vendor's Solicitors as stakeholders upon signing of this Preliminary Agreement;

(2) HK$13,442,000.00 being the further deposit and part payment of the Purchase Price shall be paid by the Purchaser to the Vendor's Solicitors as stakeholders within 14 days after the date of this Preliminary Agreement; and

(3) HK$241,956,000.00 being the balance of the Purchase Price which shall be paid by the Purchaser to the Vendor on or before the Completion Date.

All deposits and part payments of the Purchase Price shall be paid to the Vendor's Solicitors as stakeholders who may release the same or part thereof to the Vendor provided that the balance of the Purchase Price is sufficient to discharge the existing charge/ mortgage on the Property.

Part IV

The Vendor and the Purchaser shall sign the Formal Agreement within 14 days after the date of this Preliminary Agreement.

Part V

(Completion Date)

On or before 30 September 2026, or within 30 days after the date of the Vendor's written notification to the Purchaser or the Purchaser's solicitors of (i) the Vendor's receipt of the written approval on the Sub-Sub-DMC by the LACO, the Manager and the Existing Mortgagee and (ii) the EGM Approval having been obtained, whichever is the later.

SIGNED by KWOK YING LAN)
)
)
for and on behalf of the Vendor in the presence of / whose signature is verified by :-)

For and on behalf of
THE CENTER (58) LIMITED

Authorized Signature(s)

RECEIVED the day and year first above written of and from the Purchaser the sum of HONG KONG DOLLARS THIRTEEN MILLION FOUR HUNDRED AND FORTY TWO THOUSAND being the initial deposit of the Purchase Price above mentioned) HK$13,442,000.00

For and on behalf of
THE CENTER (58) LIMITED

Authorized Signature(s)

SIGNED by XU, YANLING	)	*For and on behalf of*
	)	GOLDEN SUNNY LIMITED
	)	鑫耀有限公司
for and on behalf of the Purchaser in	)	....
the presence of:-	)	*Authorized Signature(s)*

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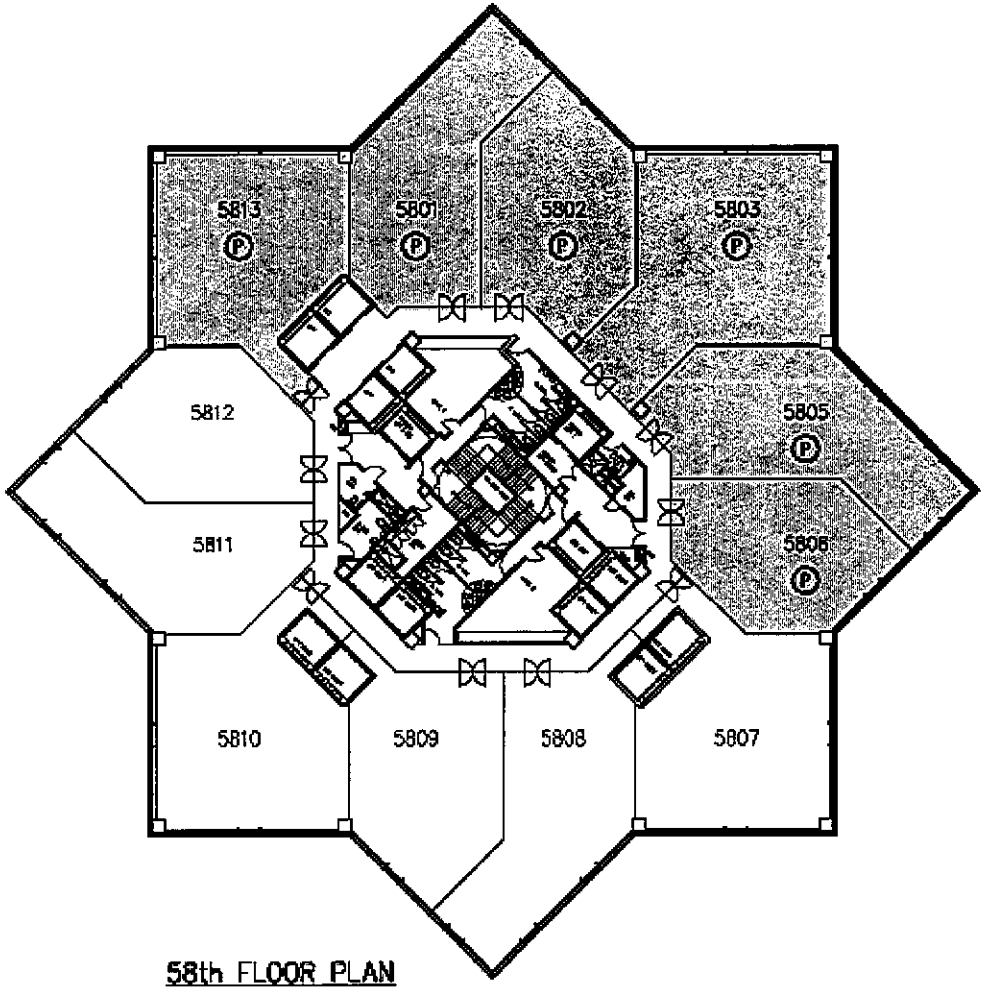
THE CENTER, NO.99 QUEEN'S ROAD CENTRAL, HONG KONG.
INLAND LOT NO. 8827



58th FLOOR PLAN

58th FLOOR						
OFFICE	5801	5802	5803	5805	5806	5807
	P	P	P	P	P	
	5808	5809	5810	5811	5812	5813
						P

LEGEND :
P PINK
0 5m. 10m
ALL DIMENSIONS ARE IN MILLIMETER

I HEREBY CERTIFY THE ACCURACY OF THIS PLAN

AU KIN BUN
HKIA AUTHORIZED PERSON

NOTE : THE DRAWING IS FOR IDENTIFICATION PURPOSE ONLY

Dated the 16th day of June 2026

THE CENTER (58) LIMITED

and

GOLDEN SUNNY LIMITED
鑫耀有限公司

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PRELIMINARY AGREEMENT FOR SALE AND PURCHASE

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