DATE: 17 March 2025

PARTIES:

(1) **ASEANA PROPERTIES LIMITED** C/O ICECAP (Secretaries) Limited, Osprey House, Old Street, St Helier, Jersey, JE2 3RG (the "**Seller**" or "**Aseana**"); and

(2) [redacted] (the "**Buyer**"), [redacted]

BACKGROUND:

(A) The Seller is the registered and beneficial owner of **13,334,000** Ordinary Shares in the capital of Aseana and which are currently held in treasury (the "**Sale Shares**").

(B) The Seller has agreed to sell and the Buyer has agreed to purchase the Sale Shares subject to the terms and conditions of this Agreement.

IT IS AGREED as follows:-

1. Interpretation

1.1 In this Agreement unless otherwise specified:

(a) the following definitions shall have the following meanings:

(i) "**Completion**" means completion of the sale and purchase of the Sale Shares by the Completion Date in accordance with this Agreement;

(ii) "**Completion Date**" means [redacted] from the date of this Agreement];

(iii) "**Encumbrance**" shall mean any interest or equity of any person (including any right to acquire, option or right of pre-emption) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title, retention or any other security agreement or arrangement;

(iv) "**Ordinary Shares**" means the ordinary shares of US$ 0.05 each in the capital of Aseana;

(v) "**Payment Date**" means the date which the Buyer pays the Purchase Price to the Seller in accordance with clause 2.2 of this Agreement, which date shall be no later than [redacted] from the date of this Agreement; and

(vi) "**Purchase Price**" means the sum of US$**1,066,720.00** computed based on US$0.08 for each Sale Share multiply by the Sale Shares.

(b) a reference to a Clause or paragraph are to those contained in this Agreement;

(c) a person includes any individual, firm, company or other incorporated or unincorporated body;

(d) an individual includes, where appropriate, his estate and personal representatives;

(e) the singular includes the plural and vice versa;

(f) one gender includes all genders;

(g) headings are for ease of reference only and shall not be taken into account in construing this Agreement; and

(h) a reference to this Agreement includes this Agreement as amended or varied in accordance with its terms.

2. <u>Agreement for Sale and Consideration</u>

2.1 Subject to the terms of this Agreement, at Completion, the Seller agrees to sell with full title guarantee and the Buyer agrees to purchase the Sale Shares free from all liens, charges and Encumbrances and with all rights attaching to them including, in particular, the right to receive all dividends and distributions declared, made or paid after the Completion Date.

2.2 The total Purchase Price shall be paid by the Buyer to the Seller in cash no later than the Payment Date.

All payments to be made to the Seller under this Agreement shall be made in US Dollars by bank/electronic transfer of immediately available funds to the following account:

[redacted]

3. Completion and Settlement

3.1 Simultaneously with the signing of this Agreement, the Buyer shall (i) sign the shares transfer form (the "STF") for the Sale Shares as prepared by the company secretary and (ii) forward to the Seller two (2) sets of this Agreement and the STF duly signed by the Buyer and attested (where required) (collectively the "Completion Documents"), as may be directed by the Seller in writing.

3.2 On receipt of the Completion Documents, the Seller shall do all that is required to have the Sale Shares transferred into the name of the Buyer upon the Seller's receipt of the full Purchase Price paid by the Buyer in accordance with Clause 2.2 above.

3.3 Subject to the Seller's receipt of the Purchase Price in full, Completion shall take place no later than the Completion Date whereby the Seller shall cause the new share certificate for the Sale Shares duly registered in the name of the Buyer to be delivered by courier to the Buyer at the Buyer's abovementioned address.

4. Warranties by the Seller

4.1 The Seller warrants to the Buyer that:

(a) it is the legal and beneficial owner of the Sale Shares and it has full power and authority to enter into and perform all of its obligations under this Agreement; and

(b) the Sale Shares are fully paid up and there is no Encumbrance or any form of agreement on, over or affecting the Sale Shares.

4.2 The Seller acknowledges and accepts that the Buyer is entering into this Agreement for the purchase of the Sale Shares on the basis of and in reliance upon (among other things) the representations, warranties and undertakings set out in Clause 4.1 above (the "**Warranties**").

4.3 Each of the Warranties shall be separate and independent and shall not be limited by reference to any other Warranties or other provisions of this Agreement. The Warranties shall remain in full force and effect after Completion.

4.4 The Warranties are given at the date of this Agreement with reference to the facts then existing.

5. **Entire Agreement**

This Agreement shall constitute the entire agreement and understanding between the parties with respect to all matters which are referred to and this Agreement shall be binding upon each party's successors and assigns.

6. **Invalidity**

If any term or provision in this Agreement shall in whole or in part be held to any extent to be illegal or unenforceable under any enactment or rule of law, that term or provision or part shall to that extent be deemed not to form part of this agreement and the enforceability of the remainder of this Agreement shall not be affected.

7. **Further Assurance**

The Sellers shall at any time after the date hereof, at the request of the Buyer, execute all such documents and do all such acts and things as the Buyer may reasonably require for the purpose of vesting the Sale Shares in the Buyer and giving effect to the provisions of this Agreement.

8. **Variations**

No variations of this Agreement shall be effective unless made in writing and signed by or on behalf of the parties to this Agreement.

9. **Costs and Expenses**

Each party will pay its own costs and expenses in relation to the negotiation, preparation execution and carrying into effect of this Agreement. All stamp duty, stamp duty reserve tax and/or commission on the transfer, if any, shall be borne by the Buyer.

10. **Third Party Rights**

No party who is not a party to this agreement may enforce any term of this Agreement. The parties agree that the Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement or to any agreement or document entered into pursuant to this Agreement.

11. **Counterparts**

This Agreement may be executed as two or more documents in the same form and execution by all of the parties of at least one of such documents will constitute due execution of this Agreement. All counterparts when executed and delivered will be an original, but all counterparts will together constitute one and the same agreement.

12. **Law and Jurisdiction**

This Agreement shall be construed and take effect in all respects in accordance with English law and the parties agree to submit to the exclusive jurisdiction of the English courts as regards any claim, matter or dispute arising in relation to this Agreement.

AS WITNESS the hands of the parties or their duly authorised representatives the day and year first above written.

Signed by [redacted])
for and on behalf of **ASEANA**)
PROPERTIES LIMITED)

[redacted]

Director/Authorised Signatory

Witnessed by: [redacted]

[redacted]
....
Witness Signature

Signed by [redacted])
)
)

.....[redacted].........

Director/Authorised Signatory

Witnessed by: ... [redacted]

[redacted]
....
Witness Signature