

Certain personal information (being the residential address and sensitive personal data of the individual concerned) contained in this document has been redacted. The remaining information is considered as adequate by (i) the Company and its directors, (ii) the financial adviser to the Company for the purpose of disclosing the nature and significance of this document, and for the Company to fulfil its relevant disclosure obligations under the Codes on Takeovers and Mergers and Share Buy-backs.

Service Contract

Date: 9/11/2012

TO : Mr. Lau Hon Chuen, Ambrose, GBS, JP



Dear Mr. Lau,

We refer to your current roles with The Hong Kong Parkview Group Limited (the “**Company**”) as its independent non-executive director, the chairman of its Audit Committee, the chairman of its Remuneration Committee and a member of its Nomination Committee.

We have pleasure in offering the following new terms specified in this service contract (“**Service Contract**”) with respect to the abovementioned roles (“**Engagement**”).

1. **TERM**

1.1 The Engagement shall be deemed to have commenced on September 1 2012 (“**Commencement Date**”), and shall, subject to the early termination clause hereof, continue up to the end of three years after the Commencement Date (both days inclusive).

2. **SCOPE OF THE SERVICES**

2.1 During the Engagement, you shall:

- (a) devote such of your time and your attention and skill as may reasonably be required to the duties of your office as an independent non-executive director of the Company, the chairman of the Company’s Audit Committee, the chairman of the Company’s Remuneration Committee and a member of the Company’s Nomination Committee;
- (b) faithfully and diligently perform such duties and exercise such powers consistent with the office to which he is appointed; and
- (c) comply with all applicable laws and regulations and the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (“**Listing Rules**”) and the Company’s rules, regulations, policies and procedures from time to time in force, including those relating to dealings in securities of the Company or any other member of the Group or the Company’s associated corporations. For the

purpose of the Service Contract, the “**Group**” means collectively the Company and its subsidiaries.

- 2.2 You shall at all times keep the Board of the Company promptly and fully informed (in writing if so requested) of any of your business or other activities which would or is likely to cause you to be in conflict with the interest of the Company.

3. RESTRICTIONS ON OTHER ACTIVITIES BY YOU

- 3.1 (a) You undertake not to receive an interest in any securities of the Company either as a gift, or by means of other financial assistance, from a connected person of the Company or the Company itself, unless otherwise permitted under rule 3.13(2) of the Listing Rules.

(b) Without prejudice to Clause 3.1(a), you undertake not to hold (whether legally or beneficially) an interest of more than 1 per cent. of the total issued share capital of the Company or any of its subsidiaries. When the 1% limit is calculated, the total number of shares which may be issued to you or your nominee upon the exercise of any outstanding share options, convertible securities and other rights (whether contractual or otherwise) to call for the issue of shares will also be counted.

- 3.2 You undertake with the Company that, without the prior written consent of the Company, you shall not engage in any activity in competition with the business of the Group (other than to act as an independent non-executive director of a listed company), or otherwise engage in any activity which could prevent you from acting as an independent non-executive director of the Company in accordance with the Listing Rules.

4. REMUNERATION

- 4.1 During the continuance of the Engagement, you will receive a fee of HK\$10,000 gross per month (and pro rata as respects an incomplete month) which will be paid in arrears every three months (the “**Remuneration**”). Your Remuneration is subject to regular review undertaken by the Board of the Company in consideration of your workload, the scale and complexity of our business and your responsibilities involved.

- 4.2 During the continuance of the Engagement, the Company will reimburse you for all reasonable and properly documented expenses you incur in performing the duties of your office.

5. TERMINATION

- 5.1 The Company may terminate the Engagement at any time without further notice if

- (a) you commit any breach of any of your obligations and/or undertakings hereunder or become bankrupt or have a receiving order made against you or become prohibited by law from fulfilling your duties hereunder or disqualified to act as a director; or

- (b) in case that you offer, or are required by the bye-laws of the Company to offer, yourself for re-election at any general meeting of the Company, you are not re-elected at such general meeting.
- 5.2 Either the Company or you may terminate the Engagement at any time by giving the other party three (3) months' notice in writing.
- 5.3 On the termination of the Engagement hereunder howsoever arising you shall at the reasonable request of the Company resign from office as a director of the Company.
- 5.4 Termination of the Engagement hereunder shall be without prejudice to any rights which would have or have accrued under the Service Contract or otherwise prior to such termination.

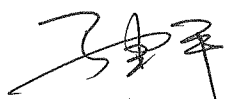
6. CONFIDENTIAL INFORMATION AND COMPANY DOCUMENTS

- 6.1 You shall neither during the Engagement hereunder (except in the proper performance of your duties) nor at any time (without limit) after the termination of the Engagement hereunder:
 - (a) divulge or communicate to any person, company, business entity or other organization;
 - (b) use for your own purposes or for any purposes other than those of the Company or any member of the Group; or
 - (c) through any failure to exercise due care and diligence to cause any unauthorized disclosure of,

any trade secrets or Confidential Information relating to the Company or any other member of the Group, but any of such restrictions does not apply to any information which is or becomes publicly available (otherwise than as a result of a breach of this Clause by you).
- 6.2 “**Confidential Information**” shall mean any information relating to the affairs of any member of the Group which are not generally available to the public, including without limitation, marketing plans and sales forecasts, financial information, results and forecasts, business plans, business proposals, details of employees and officers, information relating to research activities, inventions, or designs.
- 6.3 All notes, memoranda, records, lists of customers and suppliers and employees, correspondence, documents, computer and other discs and tapes, data listings, codes, designs and drawings and other documents and material whatsoever relating to the affairs of any member of the Group (and any copies of the same) :
 - (a) shall be and remain the property of the Company or the relevant company in the Group; and

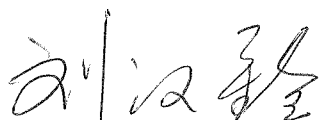
- (b) shall be handed over by you to the Company or to the relevant company in the Group on the termination of the Engagement hereunder.
- 6.4 Without prejudice to any other rights or remedies which the Company may have under the Service Contract, you and the Company acknowledge and agree that damages would not be an adequate remedy for any breach of Clause 6 and the remedies of injunction, specific performance and other equitable relief are appropriate for any threatened or actual breach of Clause 6 and no proof of special damages shall be necessary for the enforcement of the rights under Clause 6.
- 6.5 Clause 6 shall continue in full force after the termination of the Engagement hereunder.
7. NOTICES
- 7.1 Any notice required to be given hereunder shall, in the case of notice to the Company be deemed duly served if left at or sent by registered post to the principal place of business in Hong Kong for the time being of the Company and, in the case of notice to you, be deemed duly served if handed to you personally or left at or sent by registered post to your last known address. Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the party to be served and if served by post on the 5th day after posting.
8. MISCELLANEOUS
- 8.1 The Service Contract represents the whole and only agreement between you and the Company in relation to your office as an independent non-executive director of the Company, the chairman of the Company's Audit Committee, the chairman of the Company's Remuneration Committee and a member of the Company's Nomination Committee. The Service Contract supersedes any previous agreement whether written or oral between the parties hereto in relation to that subject matter.
- 8.2 If all or any part of any provision of the Service Contract shall be or become illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that shall not affect or impair:
- (a) the legality, validity or enforceability in that jurisdiction of the remainder of that provision and/or any other provisions of the Service Contract; and
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that provision and/or any other provisions of the Service Contract.
- 8.3 The Service Contract shall be governed and construed in accordance with the laws of Hong Kong Special Administrative Region ("**Hong Kong**") and the parties hereto submit to the exclusive jurisdiction of the Hong Kong Courts in the determination of any dispute arising hereunder.

For and on behalf of
The Hong Kong Parkview Group Limited



Date: 9 November 2012

I, Lau Hon Chuen, Ambrose, hereby acknowledge receipt and confirm my agreement to all the terms set out above:-



Date: 9 November 2012

Date: 26 March 2014

TO : Mr. Lau Hon Chuen, Ambrose, GBS, JP



Dear Mr. Lau,

We refer to the Service Contract dated 9 November 2012 and entered into by and between COFCO Land Holdings Limited (formerly known as The Hong Kong Parkview Group Limited) (the “**Company**”) and you with respect to your current roles with the Company as its independent non-executive director, the chairman of its Audit Committee, the chairman of its Remuneration Committee and a member of its Nomination Committee (the “**Service Contract**”).

We are pleased to inform you that pursuant to the written resolutions passed by the directors of the board of the Company on 26 March 2014, your remuneration will be revised from HK\$120,000 per annum to HK\$300,000 per annum with retrospective effect from 1 January 2014, in addition, you shall be entitled to an additional fee of HK\$5,000.00 for each extra meeting or each extra set of written resolutions (other than the minimum number of regular board meetings per year required, from time to time, by the Hong Kong Listing Rules or if applicable the laws of Bermuda) which shall require your attendance, undertaking or participation, provided that such extra meeting or such extra set of written resolutions resolves or considers one or more of the following matters: (I) a notifiable transaction (Chapter 14 of the Hong Kong Listing Rules), (II) a connected transaction (Chapter 14A of the Hong Kong Listing Rules), (III) any material matters or events required to be disclosed under Chapter 13 of the Hong Kong Listing Rules and/or (IV) a transaction falling under the Codes on Takeovers and Mergers and Share Repurchases (the “**Revised Remuneration**”). Save for the Revised Remuneration, the other terms and conditions of the Service Contract remain unchanged and this letter shall form an integral part of the Service Contract.

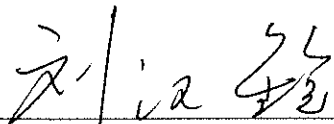
The letter shall be governed and construed in accordance with the laws of Hong Kong Special Administrative Region (“**Hong Kong**”) and the parties hereto submit to the exclusive jurisdiction of the Hong Kong Courts in the determination of any dispute arising hereunder.

For and on behalf of
COFCO Land Holdings Limited

A handwritten signature in black ink, appearing to be '3/26', written over a horizontal line.

Date: 26 March 2014

I, Lau Hon Chuen, Ambrose, hereby acknowledge receipt and confirm my agreement to all the terms set out above:-


Date: 26 MAR 2015

To: Mr. LAU Hon Chuen, Ambrose, GBS, JP



Dear Mr. LAU,

We refer to the service contract dated 9 November 2012 and the supplemental letter dated 26 March 2014 entered into by and between Joy City Property Limited (formerly known as The Hong Kong Parkview Group Limited and COFCO Land Holdings Limited) (the “**Company**”) and you (collectively, the “**Service Contract**”), the term of which is due to expire on 31 August 2015.

We are pleased to inform you that pursuant to the resolution passed by the board of the directors of the Company (the “**Board**”) at the board meeting held on 25 August 2015, your appointment as an independent non-executive director, a member of audit committee of the Board, a member of nomination committee of the Board and a member of remuneration committee of the Board will be renewed for a further term of three (3) years. Save for the abovementioned term, all other terms and conditions of the Service Contract remain unchanged and this letter shall form an integral part of the Service Contract.

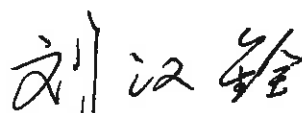
This letter shall be governed and construed in accordance with the laws of Hong Kong Special Administrative Region (“**Hong Kong**”) and the parties hereto submit to the exclusive jurisdiction of the Hong Kong Courts in the determination of any dispute arising hereunder.

For and on behalf of
Joy City Property Limited

15/8
X  X

ZHOU Zheng
Date: 25 Aug 2015

I, Mr. LAU Hon Chuen, Ambrose, GBS, JP, hereby acknowledge receipt and confirm my agreement to all the terms set out above:-



LAU Hon Chuen, Ambrose, GBS, JP
Date: 25 Aug 2015

To: Mr. LAU Hon Chuen, Ambrose, GBS, JP



Dear Mr. LAU,

We refer to the service contract dated 9 November 2012, the supplemental letter dated 26 March 2014 and the supplemental letter dated 25 August 2015 entered into by and between Joy City Property Limited (formerly known as The Hong Kong Parkview Group Limited and COFCO Land Holdings Limited) (the “**Company**”) and you (collectively, the “**Service Contract**”), the term of which is due to expire on 31 August 2018.

We are pleased to inform you that pursuant to the resolution passed by the board of the directors of the Company (the “**Board**”) at the board meeting held on 20 August 2018, your appointment as an independent non-executive director, a member of audit committee of the Board, a member of nomination committee of the Board and a member of remuneration committee of the Board will be renewed for a further term of three (3) years. Save for the abovementioned term, all other terms and conditions of the Service Contract remain unchanged and this letter shall form an integral part of the Service Contract.

This letter shall be governed and construed in accordance with the laws of Hong Kong Special Administrative Region (“**Hong Kong**”) and the parties hereto submit to the exclusive jurisdiction of the Hong Kong Courts in the determination of any dispute arising hereunder.

For and on behalf of
Joy City Property Limited

A handwritten signature in black ink, appearing to be 'ZHOU Zheng'.

ZHOU Zheng

Date: 20 Aug 2018

I, Mr. LAU Hon Chuen, Ambrose, GBS, JP, hereby acknowledge receipt and confirm my agreement to all the terms set out above:-

A handwritten signature in black ink, appearing to be 'LAU Hon Chuen'.

LAU Hon Chuen, Ambrose, GBS, JP

Date: 30 Aug 2018

To: Mr. LAU Hon Chuen, Ambrose, *GBS, JP*



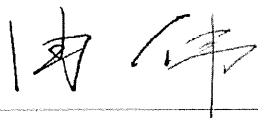
Dear Mr. LAU,

We refer to the service contract dated 9 November 2012, the supplemental letters dated 26 March 2014, 25 August 2015 and 20 August 2018 respectively entered into by and between Joy City Property Limited (formerly known as The Hong Kong Parkview Group Limited and COFCO Land Holdings Limited) (the “**Company**”) and you (collectively, the “**Service Contract**”), the term of which is due to expire on 31 August 2021.

We are pleased to inform you that pursuant to the resolution passed by the board of the directors of the Company (the “**Board**”) at the board meeting held on 26 August 2021, your appointment as an independent non-executive director, a member of audit committee of the Board, a member of nomination committee of the Board and a member of remuneration committee of the Board will be renewed for a further term of three (3) years. Save for the abovementioned term, all other terms and conditions of the Service Contract remain unchanged and this letter shall form an integral part of the Service Contract.

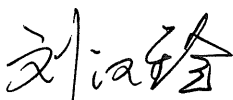
This letter shall be governed and construed in accordance with the laws of Hong Kong Special Administrative Region (“**Hong Kong**”) and the parties hereto submit to the exclusive jurisdiction of the Hong Kong Courts in the determination of any dispute arising hereunder.

For and on behalf of
Joy City Property Limited

A handwritten signature in black ink, appearing to read 'YOU Wei'.

YOU Wei
Chairman
Date: 26 August 2021

I, Mr. LAU Hon Chuen, Ambrose, *GBS, JP*, hereby acknowledge receipt and confirm my agreement to all the terms set out above:-

A handwritten signature in black ink, appearing to read 'LAU Hon Chuen'.

LAU Hon Chuen, Ambrose, *GBS, JP*
Director
Date:

To: Mr. LAU Hon Chuen, Ambrose, GBS, JP



Dear Mr. LAU,

We refer to the service contract dated 9 November 2012, the supplemental letters dated 26 March 2014, 25 August 2015, 20 August 2018 and 26 August 2021 respectively entered into by and between Joy City Property Limited (formerly known as The Hong Kong Parkview Group Limited and COFCO Land Holdings Limited) (the “**Company**”) and you (collectively, the “**Service Contract**”), the term of which is due to expire on 31 August 2024.

We are pleased to inform you that pursuant to the resolution passed by the board of the directors of the Company (the “**Board**”) at the Board meeting held on 29 August 2024, your appointment as an independent non-executive director, the chairman of each of the audit committee and the remuneration committee and a member of the nomination committee of the Company, will be renewed for a further term of three (3) years. Save for the abovementioned term, all other terms and conditions of the Service Contract remain unchanged and this letter shall form an integral part of the Service Contract.

This letter shall be governed and construed in accordance with the laws of Hong Kong Special Administrative Region (“**Hong Kong**”) and the parties hereto submit to the exclusive jurisdiction of the Hong Kong Courts in the determination of any dispute arising hereunder.

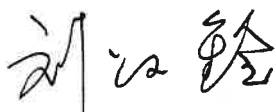
For and on behalf of
Joy City Property Limited



YAO Changlin

Date: 29 August 2024

I, Mr. LAU Hon Chuen, Ambrose, GBS, JP, hereby acknowledge receipt and confirm my agreement to all the terms set out above:-



LAU Hon Chuen, Ambrose, GBS, JP

Date: 29 August 2024