

Below is the extract of the relevant provisions of agreements to which section 317(1)(a) and/or (b) apply:

1. "... Digisino and the Company shall procure that the following transfers shall take place and do all things as may be required to give effect to such transfers:-
 - (i) Mr. Chung transfers to Holdco B 20,000 Listco Shares at no cost;
 - (ii) Mr. Chung transfers to Holdco A 3,025,000 Listco Shares to Holdco A at no cost; and
 - (iii) Digisino shall transfer to the Company the entire issued share capital of Holdco A ..."
2. "Condition upon the satisfaction of the relevant Parties' obligations under Clause 2 and the despatch of the Prospectus, the Parties agree as follows:-
 - (i) Digisino shall ... lend to the Company ... for on lending to Holdco A, the Digisino Loan for funding Holdco A's subscription of 2,222,222,222 Rights Shares ...; and
 - (ii) ... the Company shall procure that Holdco A transfers or procure the transfer in CCASS ... rights to 2,439,032,632 nil paid Rights Shares to Holdco B and shall do all such things as may be necessary for effecting the Nil-paid Rights Transfer ..."
3. "The Company shall procure that the following takes place as soon as practicable... in any case not later than the latest time for acceptance of and payment for the Rights Shares and for application and payment of excess Rights Shares as specified in the Prospectus (or such other time as announced by the Listco):-
 - (i) each Holdco applies through CCASS or in such other way as the Subscribers may agree and pays for its entire entitlement to nil paid Rights Shares; and
 - (ii) Holdco B, in addition to subscribing in full for its nil paid Rights Shares, applies in its own name via an excess application form (the "**EAF**") for such number of unsubscribed Rights Shares ... up to 1,774,724,996 unsubscribed Rights Shares (the "**Excess Rights Shares**")."

Definitions

"**CCASS**" means the Central Clearing and Settlement System established and operated by Hong Kong Securities Clearing Company Limited

"**Company**" means Grand Future Ventures Limited

"**Digisino**" means Digisino Assets Limited

“Digisino Loan” means the unsecured interest-free loan in the amount of HK\$400,000,000 to be loaned by Digisino to the Company pursuant to clause 3(A)(i) to the SA

“Gaw Loan” means the unsecured interest-free loan in the amount of HK\$758,000,000 to be lent by or procured to be extended by Gaw to the Company pursuant to clause 3(B)(i) to the SA

“Holdco A” means Earnest Equity Limited

“Holdco B” means Golden Boost Limited

“Holdcos” means Holdco A and Holdco B or such of them as the context may indicate

“Listco” means CSI Properties Limited

“Listco Consolidated Shares” means ordinary shares of HK\$0.016 nominal value in Listco after the Listco Share Consolidation

“Listco Share Consolidation” means the proposed consolidation by Listco of every two issued and unissued existing ordinary share(s) in the share capital of the Listco of HK\$0.008 each into one (1) Listco Consolidated Share

“Listco Shares” means ordinary share(s) in the share capital of the Listco at any given time

“Mr. Chung” means CHUNG Cho Yee Mico ...

“Nil-paid Rights Transfer” means the transfer of certain nil paid Rights Shares by Holdco A to Holdco B as described under clause 3(A)(ii) to the SA

“Prospectus” means the prospectus to be issued and despatched by the Listco in connection with the Rights Issue;

“Rights Issue” means the rights issue to be announced by Listco by publication of the announcement to be made by the Listco as soon as practicable following the execution of the SA;

“Rights Shares” means the new Listco Consolidated Shares to be allotted and issued by the Listco in the Rights Issue

“Shareholder Loan Agreement” means the agreement to be entered into between the Company and Gaw in respect of the Gaw Loan, in the form set out in schedule 3 to the SA

1. “Each of the Company and the Shareholders shall take all steps within their respective powers to ensure that none of the matters listed below occurs without the prior approval of each Shareholder in respect of any Group member, regardless of any provision of the Memorandum and Articles:
 - (A) any acquisition or Disposal by any member of the Group of Listco Shares (except in compliance herewith or on the exercise of any warrants of Listco ... ;
 - (C) creation of any Encumbrance over Listco Shares or a Holdco”
2. “During the term hereof Gaw shall not, and shall procure that none of its Affiliates does, acquire or Dispose of any Listco Shares or derivative of Listco Shares without the prior written consent of Digisino...”
3. “Neither of the Shareholders shall, except with the prior written consent of the other, create or permit to subsist any Encumbrance over the Listco Shares owned by the Holdcos, except ...”
4. “If any Change of Control occurs in respect of Digisino or Gaw during the Lock-up Period, the other Shareholder may (but shall not be obliged to):-
 - (i) require the Company to procure the sale by Holdco B of such number of Listco Shares as is necessary to reduce the number of Listco Shares owned by Holdco B to 29.9% of the then issued voting shares in Listco ... ;
 - (ii) require the Company to redeem all Class B Shares in full (with no further payment) and procure transfer to Gaw of Holdco B or all the Listco Shares held by Holdco B ...”
5. “From the First Exit Date, if so requested by Gaw, the Shareholders and the Company shall use all reasonable efforts to sell or assist in selling Listco Shares owned by Holdco B ...”
6. “If Gaw notifies Digisino that it wishes Holdco B to accept an offer referred to in clause 10.1(i) ... Digisino shall have the right itself to purchase the Listco Shares for which the relevant offer is made ...”
7. “If at any time the number of Listco Shares beneficially owned by Holdco B is less than 5% of the aggregate number of Listco Shares then in issue the Company may but is not obliged to redeem all the Class B Shares then held by Gaw and in return shall procure that Holdco B transfers to Gaw at no charge all Listco Shares then beneficially owned by Holdco B ...”

Definitions

“**Affiliate**” means at any time in, relation to a Party, any holding company, any subsidiary of any holding company, any parent undertaking, any subsidiary or any subsidiary

undertaking of that Party and any limited partnership, fund or other collective investment scheme owned, managed or controlled by any of the foregoing at that time and “Affiliated” shall be construed accordingly provided that no Group Company shall be deemed an Affiliate of Gaw so long as the Company is not a wholly-owned subsidiary of Gaw

“**Business Days**” means a day (other than Saturday, Sunday, or a public holiday) on which licensed banks are open for general business in Hong Kong or Singapore

“**Change of Control**” means the occurrence of the following, otherwise than as a direct consequence of a sale of shares contemplated by clause 10 of the SHA

- (i) in respect of Digisino, Mr. Chung ceasing to be its ultimate beneficial owner, or being unable to be substantially involved in the management and control of Digisino for whatever reason; and
- (ii) in respect of Gaw, either Gaw Capital Partners or any of its Affiliates ceases to be the beneficial owner of at least 50% of the issued shares in Gateway VII GP (Singapore) Pte. Ltd. or Gateway VII GP (Singapore) Pte. Ltd. or any of its Affiliates ceases to be general partner of the limited partnership that is the beneficial owner of 100% of Gaw or both.

“**Class B Shares**” means a redeemable share of the Company that is denoted and issued as a Class B Share, which has the rights set out in and is redeemable in accordance with the New M&A (when adopted and effected) and shall only be issued to Gaw

“**Company**” means Grand Future Ventures Limited

“**Digisino**” means Digisino Assets Limited

“**Disposal**” includes, without limitation, any direct or indirect:

- (i) sale, assignment or transfer;
- (ii) creation of any trust or conferring of any interest therein;
- (iii) agreement, arrangement or understanding in respect of votes (save for the appointment of a proxy) or the right to receive dividends;
- (iv) renunciation or assignment of any right to subscribe for or receive a share or any legal or beneficial interest in a share;
- (v) agreement to do any of the above, except an agreement to transfer Shares which is conditional on compliance with the terms of this Agreement; and
- (vi) transmission of a share by operation of law;

“**Encumbrance**” means any interest, equity or other right of any person (including any right to acquire, option or right of pre-emption or conversion) or any mortgage, charge, pledge, lien, assignment, hypothecation, security interest, title retention or any other security agreement or arrangement, or any agreement to create any of the foregoing save for any of the foregoing arising by operation of law without default;

“**First Exit Date**” means the 4th anniversary of the date of the SHA

“**Gaw**” mean Petto Bell Limited;

“**Group**” means at any time, the Company and its subsidiaries at that time (excluding the Listco and its subsidiaries), each being a “Group Company”

“Holdco B” means Golden Boost Limited

“Listco” means CSI Properties Limited

“Listco Shares” means ordinary share(s) in the share capital of the Listco at any given time

“Lock-up Period” means the period from and including the date hereof to and excluding the Second Exit Date;

“Memorandum and Articles” means at any time, the Memorandum and Articles of Association of the Company at that time including but not limited to the New M&A (when adopted and effected)

“Mr. Chung” means CHUNG Cho Yee Mico ...

“New M&A” means the Memorandum and Articles of Association of the Company in the form set out in Schedule 4 to the Subscription Agreement as amended from time to time the meaning

“Shareholders” means Gaw and Digisino or such of them as the context may indicate

“Second Exit Date” means the 5th anniversary of the date of the SHA