Summary of the Sale and Purchase Agreement between Dubai Financial Market (DFM) - PJSC and Creek Views Real Estate Development LLC

with a focus on the terms and conditions of the transaction, rights and obligations, and failure procedures:

Summary of Terms and Conditions

Item	Description
Property	Plot 139 (DDA 346-6788), Business Bay, Dubai, size 10,232.90 sqm.
Purchase Price	AED 826,668,324.
Payment Terms	• Deposit: AED 165,333,664.80 within 5 business days of the effective date. • First Instalment: AED 248,000,497.20 after 12 months. • Final Instalment: AED 413,334,162 after 24 months, or on earlier Completion.
Transfer Fee	4% of the Purchase Price paid to the Dubai Land Department (DLD), shared equally (2% each).
Brokerage Fee paid by the Seller	2% of the Purchase Price, paid in installments aligned with the transaction's Payment Terms.

Rights and Obligations

Seller (DFM)

- Owns the property and agrees to sell it "as is".
- Issues necessary No Objection Certificates (NOCs), including:
  - RERA Off-plan NOC
  - Deferred Title NOC
  - Dubai Holding Real Estate NOCs
- Ensures no further encumbrance, lease, or sale of the property.
- Transfers legal title and provides possession on Completion.

Buyer (Creek Views)

- Pays the purchase price as per the agreed schedule.
- May access the property for feasibility and planning studies.
- Must register an escrow account in compliance with Dubai Escrow Law.
- Can register off-plan projects and sell units only after receiving RERA Off-plan NOC.
- Must enter into a Deed of Adherence and comply with the Restriction Agreement.

Escrow Restrictions

- No withdrawals from the escrow account unless:
  - Sufficient unit sales cover development cost; or
  - A bank guarantee is provided for any shortfall or soft cost withdrawal.
- No profits may be withdrawn until the full purchase price is paid to DFM.

Procedures in Case of Default or Breach

Failure to Fulfil Obligations

If Buyer Defaults:

- Seller issues a 30-day notice to complete (Late Completion Date).
- If breach is unresolved:
  - Seller may terminate the agreement.
  - Seller retains the Deposit as liquidated damages.
  - Refunds any excess amounts received.

If Seller Defaults:

- Buyer issues a 30-day notice.
- If breach is unresolved:
  - Buyer may terminate the agreement.
  - Buyer is entitled to full refund of all amounts paid, including the Deposit.

If Condition Precedent Not Met:

- Either party may terminate.
- Seller must refund all payments, including the Deposit, within 5 business days.

General Breach of Escrow and the SPA:

- DFM may notify and require rectification within 60 days.
- If unrectified, DFM may seek remedies under applicable law.