SHARE PURCHASE AGREEMENT

KNOW ALL MEN BY THESE PRESENTS:

This Share Purchase Agreement (the "**Agreement**") made and entered into by and between:

> **KC LAND ORIENTAL PACIFIC INC.** (the "**SELLER**"), a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at 48 Polaris Center, Polaris Street, Barangay Poblacion, Makati City, represented herein by its Chairman, **Mr. Caesar D. Wongchuking**, and President, **Mr. Kevin Kristopher K. Wong**, as evidenced by a Secretary's Certificate;
>
> \- and -
>
> **EEI CORPORATION** (the "**BUYER**"), a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at No. 12 Manggahan Street, Bagumbayan, Quezon City, represented herein by its President and Chief Executive Officer, **Mr. Henry D. Antonio**, as evidenced by a Secretary's Certificate.
>
> The parties are also referred to herein individually as "**Party**" and collectively as "**Parties**".

WITNESSETH: That -

WHEREAS:

A. The SELLER owns **Forty-Six Thousand Eight Hundred Five (46,805) common shares of stock,** with a par value of One Thousand Pesos (PhP1,000.00) per share, (hereinafter, the "**Shares**") of **First Orient International Ventures Corporation** ("**FOIVC**"), a corporation duly organized and existing under the laws of the Republic of the Philippines.

B. The BUYER desires to purchase and acquire and the SELLER desires to sell and dispose of the Shares under the terms and conditions of this Agreement.

NOW, THEREFORE, for and in consideration of the amount of **Two Billion Eight Hundred Million Pesos (PhP2,800,000,000.00)** (the "**Total Consideration**"), the SELLER hereby SELLS, TRANSFERS, and CONVEYS unto the BUYER all of its rights, title, and interests in and to the Shares, subject to the following terms and conditions:

1. The SELLER authorizes the Corporate Secretary of FOIVC or his/her assistant, to transfer the Shares in the name of the BUYER in the books and records of FOIVC, subject to such other requirements as the Corporate Secretary may impose such as, but not limited to, the submission of the electronic Certificate Authorizing Registration.

2. **Taxes, Fees and Expenses.**

a. Except for documentary stamp tax, all other taxes, fees, duties or similar charges arising in connection with the assignment of the Shares such as, but not limited to, capital gains tax and transfer taxes (the "**Transfer Shares**") shall be for the account of the SELLER. Documentary stamp tax shall be for the account of the BUYER.

b. Other than the above Transfer Expenses, all other costs and expenses incurred by or on behalf of either Party, including all fees and expenses of agents, brokers, representatives, consultants, counsels, and accountants employed by either Party in connection with the authorization, preparation, execution, and performance of this Agreement, shall be borne solely by the Party who shall have incurred the same.

3. **Matters Pending Transfer and Recording of the Shares in the Books of the Corporation.**

a. *Irrevocable Proxy in favor of the Buyer*. Pending transfer and recording of the Shares in the books of FOIVC, the SELLER hereby irrevocably names, constitutes, and appoints the BUYER or its duly authorized representative as its true and lawful attorney-in-fact and in the SELLER's name, place and stead do any of the following acts and deeds with respect to the Shares:

i. To attend all special and general meetings of the stockholders of FOIVC and to vote, at the BUYER's sole discretion, the Shares upon all matters which may come before the said meetings and to exercise all rights and privileges of every name and nature accruing to the SELLER as the registered owner of the Shares; and

ii. To receive and receipt, any and all dividends directly in the BUYER's name, whether in cash, stock, property or property rights, on the Shares, that may accrue to the SELLER, as the shareholder of record, between the execution of this Agreement and until the Shares are transferred and recorded in the books of FOIVC, with full power and authority to notify or instruct FOIVC of this fact.

HEREBY GIVING AND GRANTING unto the BUYER and its duly authorized representatives, full powers and authority to do and perform all and every act requisite and necessary to carry into effect the foregoing authorities, as fully to all intents and purposes as the SELLER might or could lawfully do if personally present, with full power of SUBSTITUTION and REVOCATION.

4. **Representations and Warranties.**

(a) The SELLER hereby represents and warrants to the BUYER that it has title and absolute ownership over the Shares, and further, that the SHARES are fully paid and in good standing;

(b) The SELLER hereby represents and warrants to the BUYER, up to the signing of this Agreement, to the best of its knowledge and based on available records, the following:

i. The Shares are free from any liens, encumbrances or claims, and are not subject to any attachment, distraint, or levy;

ii. The Shares are not the subject of any claim of ownership or possession nor under any option and/or offer to sell, and that in case of any knowledge of such adverse claim, the SELLER shall inform the BUYER of the same immediately upon discovery;

iii. The SELLER has no knowledge of any law, ruling, regulation or fact which will prevent the BUYER, its assigns, successors-in-interest or nominees, from acquiring title to, or taking complete possession of the Shares, free from all liens, claims and encumbrances whatsoever;

iv. There is no judgment, order, litigation, arbitration, administrative proceeding or governmental investigation, pending or threatened against the SELLER, or in any manner involving the Shares, which impairs or will impair the BUYER's, ownership or title to the Shares nor is there any basis known to the SELLER for any such litigation, arbitration or proceeding, which if adversely decided against the SELLER, would have a material and adverse effect upon the ownership or title to the Shares by the BUYER; and

v. The SELLER has not, at any time, before, during or at the execution of this Agreement, concealed or misrepresented any substantial or material fact relative to the Shares, including its capacity to sell and convey the Shares to the BUYER. For purposes hereof, a fact is substantial or material when in the BUYER's reasonable judgment, will or may materially and adversely affect the financial condition, business, results of operations, material assets or property of FOIVC, or the BUYER's ability to consummate the sale and purchase of the Shares.

The SELLER shall hold the BUYER free and harmless from any and all liabilities, suits, or causes of action that may arise from any breach of the foregoing warranties, and shall indemnify the BUYER for any and all liabilities that may be adjudged against the BUYER, and for any and all expenses that the BUYER may reasonably incur in defending itself from such suits or causes of action, including reasonable payment and expenses for engagement of lawyers chosen by the BUYER to represent it.

(c) The BUYER hereby represents and warrants that, to the best of its knowledge and based on available records, the following:

i. It has the power, authority, and financial capacity to enter into this Agreement and to perform its obligations hereunder;

ii. It is qualified to acquire and own the Shares and capable to pay the Total Consideration;

iii. It shall immediately cause payment of the Total Consideration due to the SELLER without delay and need for demand;

iv. There are no actions, claims, investigations, or proceedings pending or, to its knowledge, threatened against it which would impair or delay its ability to perform its obligations under this Agreement;

v. It shall not willfully take or omit to take any action, the taking or omission of which might result in an alteration or impairment of its commitment to comply with the provisions of this Agreement;

vi. It shall comply with all legal and regulatory requirements and secure the necessary third-party consents or authorizations in relation to this Agreement, and shall indemnify and hold the SELLER free and harmless from any liability arising from its failure to comply with such requirements or secure such consents or authorizations; and

vii. It has taken all the necessary actions to authorize the execution, delivery, and performance of this Agreement and the execution and delivery of all other documents and agreements required under this Agreement.

The above representation and warranties shall remain effective for as long as the transactions and obligations of the BUYER contemplated under this Agreement have not been completed. The BUYER shall hold the SELLER free and harmless from any and all liabilities, suits, or causes of action that may arise from the any breach of the foregoing warranties, and shall indemnify the SELLER for any and all liabilities that may be adjudged against the SELLER, and for any and all expenses that the SELLER may reasonably incur in defending itself from such suits or causes of action, including reasonable payment and expenses for engagement of lawyers chosen by the SELLER to represent it.

b. *Mutual Representations and Warranties*. Each of the Parties represents and warrants in favor of the other that:

i. It has full power, authority, and legal right to incur the obligations provided in this Agreement, to execute and deliver this Agreement, and to perform and observe the terms and conditions hereof;

ii. This Agreement constitutes its legal, valid, and binding obligation, enforceable against it in accordance with the terms hereof;

iii. The execution, delivery, and performance of this Agreement have been duly authorized by all necessary action on its part;

iv. Each person specified as its signatory is authorized to sign and deliver this Agreement on its behalf; and

v. The execution, delivery and performance of this Agreement will not violate or exceed its power, or contravene any provision of: (i) any applicable law, regulation, decree, or order to which it is subject; (ii) its articles of incorporation or by-laws; and (iii) any contract or agreement to which it is a party or which is binding upon it or any of its assets.

5. General Provisions

a. *Governing Law, Contract Interpretation, and Disputes.*

i. This Agreement shall be governed by, and construed in accordance with, the laws of the Republic of the Philippines.

ii. In the event of any dispute arising from or in connection with this Agreement or its interpretation, the Parties shall initially attempt to settle such dispute amicably and in good faith. In the event the Parties are not able to settle a dispute by themselves, the same shall be resolved by arbitration with the Philippine Dispute Resolution Center, Inc. (PDRCI) in accordance with its rules.

Pending the submission to arbitration and thereafter until the arbitrators publish their award, the Parties shall, except in the event of termination of this Agreement, continue to perform all their obligations under this Agreement without prejudice to a final adjustment in accordance with the said award.

b. *Amendments.* No amendment or modification of this Agreement or any portion thereof or supplement thereto shall be valid unless it is in an instrument in writing and signed by each of the Parties.

c. *Waiver; Cumulative Remedies.* A waiver by a Party of a provision or of a right under this Agreement is binding on the Party granting the waiver only if it is given in writing and is signed by the Party or a duly authorized representative of the Party granting the waiver. A waiver is effective only in the specific instance and for the specific purpose for which it is given. A single or partial exercise of a right by a Party does not preclude another or further exercise or attempted exercise of the right or the exercise of another right. Failure by a Party to exercise or delay in exercising a right does not prevent its exercise or operate as a waiver. The failure of either Party to insist upon a strict performance of any terms, conditions, and covenants hereof shall not be deemed a relinquishment or waiver of any rights or remedy that such Party may have against the other Party nor shall it be construed as a condonation of any subsequent breach or default on the terms, conditions, and covenants thereof.

d. The rights, remedies, and powers of the Parties under this Agreement are cumulative and not exclusive of any rights, remedies, or powers provided to the Parties by applicable law.

e. *Assignment.* Neither Party shall assign any of its rights or obligations under this Agreement without the prior written consent of the other Party.

f. *Severability of Provisions.* If any one or more of the provisions of this Agreement or any document that may be executed in connection therewith shall be invalid, illegal, or unenforceable in any respect, the validity, legality, and enforceability of the remaining provisions contained herein or in any other related document shall not in any way be affected or impaired and shall remain in full force and effect.

g. *Counterparts*. This Agreement may be signed in any number of counterparts, all of which taken together shall constitute one and the same instrument. Any Party may enter into this Agreement by signing any such counterpart and each counterpart may be signed and executed by the parties and transmitted by facsimile or electronic mail transmission and shall be as valid and effectual as if executed as an original.

h. This Agreement may be executed by way of digital signature. Digital signatures shall have the same force and effect as original handwritten signatures and shall be binding among the parties. In case executed digitally, the best evidence of this Term Sheet shall be a copy of this Agreement bearing digital signatures, in portable document format (PDF) or any other electronic format intended to preserve the original graphic and pictorial appearance of the document.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement on OCT 09 2025 in QUEZON CITY.

OCT 15 2025

EEI CORPORATION "Buyer"	KC LAND ORIENTAL PACIFIC INC. "Seller"
By:	By:
HENRY D. ANTONIO Chairman	**CAESAR D. WONGCHUKING** Chairman
	KEVIN KRISTOPHER K. WONG President

SIGNED IN THE PRESENCE OF:

TONI VENETTE R. PICAR (Signature Above Printed Name)	AIMEE ROSE L. MANTANO (Signature Above Printed Name)

<<< *Acknowledgment Pages follow*>>>

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
QUEZON CITY) S.S.

BEFORE ME, a Notary Public for and in the above-mentioned jurisdiction, this OCT 0 9 2025 day of ____________, personally appeared the following individuals, whose identities I have confirmed through competent evidence of identity bearing their photographs and signatures, as follows:

Name	Evidence of Identity (Date Issued/Place Issued)
CAESAR D. WONGCHUKING	
KEVIN KRISTOPHER K. WONG	

known to me to be the same persons who executed the foregoing document consisting of seven (7) pages and who admitted to me that they have read and understood the foregoing instrument and that the same is their free act and deed, as well as the corporation that they represent.

WITNESS MY HAND AND NOTARIAL SEAL on the date and at the place first above written.

Doc. No.: 106 ;
Page No.: 23 ;
Book No.: I ;
Series of 2025 .

ELLAINE ANNE L. BERNARDINO
Notary Public
Commission No. NP-224 until December 31, 2025
IBP No. 412915, 01-09-24, Makati City Chapter
PTR No. 5546597, 01-08-24, Quezon City
Roll No. 74898
MCLE Compliance No. VII-0023139; (19 August 2022)
12 Manggahan St., Bagumbayan, Quezon City

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HENRY D. ANTONIO	

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