

**THIS FRAMEWORK AGREEMENT** (this “**Agreement**”) is made on 12 June 2025

**BETWEEN:**

- (1) **ADPF Member (BVI) L.P.**, a limited partnership established under the laws of the British Virgin Islands, with limited partnership number 3880 and acting through its general partner, ADPF Member GP, L.L.C., a limited liability company formed under the laws of Delaware (“**SMA Vehicle**”);
- (2) **Prime Resonance Limited**, a company incorporated under the laws of British Virgin Islands, with registration number 2178875, whose registered office is at OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands (“**WOP Vehicle**”);
- (3) **Wang On Properties Limited**, a company incorporated under the laws of Bermuda and whose shares are listed on The Stock Exchange of Hong Kong Limited (stock code: 1243), with registration number 50887, whose registered office is at Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda (“**WOP**” or “**Guarantor**”).

Each of SMA Vehicle, WOP Vehicle and the Guarantor shall be referred to as a “**Party**” and collectively, the “**Parties**”.

**BACKGROUND:**

- A. SMA Vehicle is an investment vehicle affiliated with AG Asia Dry Powder Fund, L.P. (a Cayman Islands exempted limited partnership, the “**Dry Powder Fund**”), a private equity fund managed by Angelo, Gordon & Co., L.P. The Dry Powder Fund, through SMA Vehicle, is interested in investment opportunities in the Targeted Business (as defined below).
- B. WOP Vehicle is a wholly-owned subsidiary of WOP (as defined below), one of Hong Kong’s most competitive property developers.
- C. As at the date hereof:
  - (i) WOP Vehicle and/or its Affiliate(s) and certain vehicles of an Other AG Account (as defined below) are parties to a joint venture in connection with the Seed Property (as defined below). Wang On Hospitality Asset Management Limited (a wholly-owned subsidiary of WOP and an Affiliate of WOP Vehicle), Head Step Limited (the sole legal and beneficial owner of the Seed Property), Ever Infinity Limited (an Affiliate of Head Step Limited and the lessee of the Seed Property), Penta Holding (BVI) L.P. (acting by AGR XI Asia Member GP, L.L.C., its general partner, an Other AG Account vehicle, “**Penta Holding**”) and Wickert Investments Limited (a wholly-owned subsidiary of WOP and an Affiliate of WOP Vehicle) are parties to an asset management agreement dated 3 April 2023 in connection with the Seed Property (as may be amended and/or restated from time to time, the “**Seed Property AMA**”), under which Wang On Hospitality Asset Management Limited has been appointed the asset manager of the Seed Property; and
  - (ii) Affiliate(s) of SMA Vehicle have agreed to join such joint venture in connection with the Seed Property by entering into the following agreements:
    - (a) an agreement relating to the sale and purchase of 20% of all the issued



shares of, and 20% of all the shareholder's loan owing by, Fortune Harbour Investments Limited of even date between Wickert Investments Limited (as seller), ADPF Holding BVI L.P. (acting by ADPF Holding Member GP, L.L.C., its general manager) (as purchaser) and WOP (as guarantor of the seller) (the "**Fortune Harbour SPA**"); and

- (b) an agreement relating to the sale and purchase of 20% of all the issued shares of, and 20% of all the shareholder's loan owing by, Mega Hope Global Limited of even date between Ever Sonic Enterprises Limited (as seller), ADPF Investment BVI L.P. (acting by ADPF Investment Member GP, L.L.C., its general manager) (as purchaser) and WOP (as guarantor of the seller) (the "**Mega Hope SPA**").

D. It is the intention of SMA Vehicle and WOP Vehicle to cooperate further in the future in connection with the Targeted Business.

E. The Guarantor is the ultimate holding company of WOP Vehicle and, at the request of WOP Vehicle, has agreed to guarantee the obligations of WOP Vehicle under this Agreement.

## **IT IS AGREED:**

### **1. DEFINITIONS AND INTERPRETATIONS**

#### **1.1 Defined Terms**

In this Agreement (including the Recitals), unless the context requires otherwise:

"**Affiliate**" means (i) with respect to any legal entity, another entity that, directly or indirectly through one or more intermediaries, Controls, is Controlled by or is under common Control with such entity and, in the case of SMA Vehicle, being also managed and advised directly or indirectly by Angelo, Gordon & Co., L.P. and, in the case of WOP Vehicle, excludes any entity which is not Controlled by WOP, and (ii) with respect to any natural person, any of his Associates;

"**Associates**" in relation to an individual means his spouse and children and any of his parents and grandparents, his brothers and sisters, and the spouses and children of his brothers and sisters (collectively "**relatives**") and any company or trust which is directly or indirectly Controlled by such individual or any of his relatives and for the purpose of this definition, a trust is Controlled by one or more persons if his or their wishes shall generally be adhered to by the relevant trustees and "children" (when used above) shall include the spouses and children of such children;

"**Business Day**" means a day, other than a Saturday or Sunday, on which banks are generally open in Hong Kong, Singapore and New York, the United States to the general public for business;

"**Business Opportunity**" has the meaning given to it in Clause 3;

"**Business Opportunity Investment Memorandum**" has the meaning given to it in Clause 3.1(c);

"**Conditions**" means the conditions set out in Clause 4 (*Conditions Precedent*) and "**Condition**" means any one of them;

**“Control”** means:

- (a) the power (whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract or otherwise) to appoint and/or remove all or such of the members of the board of directors or other governing body of an entity or partnership as are able to cast a majority of the votes capable of being cast by the members of that board or body on all, or substantially all, matters, or otherwise to control or have the power to control the policies and affairs of that person; and/or
- (b) the holding and/or the possession of the beneficial interest in and/or the ability to exercise the voting rights applicable to shares or other securities in any person which confer in aggregate on the holders thereof more than 50% of the total voting rights exercisable at general meetings of that person on all, or substantially all, matters;

**“Co-Investment Vehicle”** has the meaning given to it in Clause 2.1;

**“Deal Teaser”** has the meaning given to it in Clause 3.1(b);

**“Declined Business Opportunity”** has the meanings set forth in Clauses 3.1(a), 3.1(b) and 3.1(d);

**“Dry Power Fund”** has the meaning given to it in Recital A;

**“Dry Powder Fund Advisor”** means Angelo, Gordon & Co., L.P., a Delaware limited partnership, or other Affiliate of the Dry Powder GP designated by the Dry Powder GP;

**“Dry Powder GP”** means AG ADP LLC, a Delaware limited liability company registered as a foreign company in the Cayman Islands, or any other person who, at the time of reference thereto, serves as the general partner of the Dry Powder Fund;

**“Equity Ratio”** has the meaning given to it in Clause 2.1;

**“First Look Period”** has the meaning given to it under Clause 3;

**“Hong Kong”** means the Hong Kong Special Administrative Region of the People’s Republic of China;

**“Investment Period”** has the meaning given to it in Clause 2.2;

**“Investment Period Commencement Date”** has the meaning given to it in Clause 3;

**“Listing Rules”** means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited (as amended from time to time);

**“Listing Rules Condition”** means the Condition set out in Clause 4.1(a);

**“Other AG Accounts”** means, save and except for the Dry Powder Fund, the Dry Powder Fund Advisor’s proprietary account and other accounts over which the Dry Powder GP, the Dry Powder Fund Advisor or their Affiliates exercise investment discretion from time to time;

**“Participation Confirmation”** has the meaning given to it in Clause 3.1(d);

**“Participation Confirmation Deadline”** has the meaning given to it in Clause 3.1(d);



**“Penta Holding”** has the meaning given to it in Recital C(i);

**“Preliminary Response”** has the meaning given to it in Clause 3.1(b);

**“Rights of Third Parties Ordinance”** means the Contracts (Rights of Third Parties) Ordinance (Cap 623 of the Laws of Hong Kong);

**“Seed Property”** means ALL THAT piece or parcel of ground registered in the Land Registry as NEW KOWLOON INLAND LOT NO.6473 TOGETHER WITH the messuages erections and buildings thereon now known as No.19 Luk Hop Street, Kowloon, Hong Kong, which is currently operated as a co-living apartment named “Sunny House”;

**“Seed Property AMA”** has the meaning given to it in Recital C(i);

**“SMA Vehicle”** has the meaning given to it in the preamble;

**“SMA Co-Investment Party”** has the meaning given to it in Clause 2.1;

**“SMA Co-Investment Party Total Commitment”** has the meaning given to it in Clause 2.2(a);

**“Stock Exchange”** means The Stock Exchange of Hong Kong Limited;

**“Targeted Business”** means any activities or business of acquiring, holding, financing, developing, redeveloping, re-positioning, renovating, leasing, selling or branding in respect of any property located in Hong Kong which is being primarily for use as student housing, it being acknowledged and agreed that the activities or business of any Affiliate of SMA Vehicle or WOP Vehicle in connection with (i) the Seed Property; (ii) property projects in which any Affiliate of SMA Vehicle or WOP Vehicle already has an interest as at the Investment Period Commencement Date; and (iii) property projects which are held, owned or occupied by educational or vocational training institute, shall not be a Targeted Business;

**“WOG”** means Wang On Group Limited, the shares of which are listed on the Main Board of the Stock Exchange (stock code: 1222);

**“WOP Co-Investment Party”** has the meaning given to it in Clause 2.1;

**“WOP Co-Investment Party Total Commitment”** has the meaning given to it in Clause 2.2(b); and

**“WOP Vehicle”** has the meaning given to it in the preamble.

- 1.2 Any references, express or implied, to statutes or statutory provisions shall be construed as references to those statutes or provisions as respectively amended or re-enacted or as their application is modified from time to time by other provisions (whether before or after the date hereof) and shall include any statutes or provisions of which they are re-enactments (whether with or without modification) and any orders, regulations, instruments or other subordinate legislation under the relevant statute or statutory provision. References to sections of consolidating legislation shall wherever necessary or appropriate in the context be construed as including references to the sections of the previous legislation from which the consolidating legislation has been prepared.



- 1.3 References to any document (including this Agreement) are references to that document as amended, consolidated, supplemented, novated or replaced from time to time.
- 1.4 This Agreement includes its Schedules and any reference to a paragraph is a reference to the paragraph of the relevant Schedule. References in this Agreement to Clauses, paragraphs, Recitals and Schedules are to clauses and paragraphs in and recitals and schedules to this Agreement (unless the context otherwise requires).
- 1.5 Headings are inserted for convenience only and shall not affect the construction of this Agreement.
- 1.6 References to a Party include its successors and permitted assigns.
- 1.7 References to persons shall include any individual, any form of body corporate, unincorporated association, firm, partnership, joint venture, consortium, association, organisation or trust (in each case whether or not having a separate legal personality).
- 1.8 References to writing shall include any methods of reproducing words in a legible and non-transitory form.
- 1.9 The masculine gender shall include the feminine and neuter and the singular number shall include the plural and vice versa.
- 1.10 In this Agreement, unless the context otherwise requires, the words “other”, “including” and “in particular” do not limit the generality of any preceding words and are not to be construed as being limited to the same class as the preceding words where a wider construction is possible.
- 1.11 References to (a) a time of day is a reference to the time in Hong Kong, unless expressly indicated otherwise; (b) an “agreement” includes any document or deed, an arrangement and any other kind of commitment; and (c) a “right” includes a power, a remedy and discretion.
- 1.12 All warranties, representations, indemnities, covenants, agreements, undertakings and obligations given or entered into by more than one person are given or entered into jointly and severally.

## **2. INVESTMENT COMMITMENT**

### **2.1 Equity Commitment Ratio**

Unless otherwise agreed in writing by SMA Vehicle and WOP Vehicle, SMA Vehicle and/or its designated Affiliate (as elected by Angelo, Gordon & Co., L.P.) (collectively, the “**SMA Co-Investment Party**”) and WOP Vehicle and/or its relevant Affiliate (collectively, the “**WOP Co-Investment Party**”) shall commit equity in the vehicle to be used by them to jointly participate in a Business Opportunity (each such vehicle being a “**Co-Investment Vehicle**”) in the ratio of 85% : 15% (as may be otherwise agreed in writing by SMA Vehicle and WOP Vehicle, the “**Equity Ratio**”).

### **2.2 Total Investment Commitment**

During the period of three (3) years commencing on and from the Investment Period Commencement Date (as may be extended by SMA Vehicle and WOP Vehicle in writing from time to time, the “**Investment Period**”):



- (a) SMA Co-Investment Party's intended total investment (whether by way of share capital injection or shareholder loan) in all Co-Investment Vehicles and the joint venture in connection with the Seed Property in aggregate is up to US\$100,000,000 (as may be increased by SMA Vehicle and WOP Vehicle in writing from time to time, the "**SMA Co-Investment Party Total Commitment**"); and
- (b) WOP Co-Investment Party's intended total investment (whether by way of share capital injection or shareholder loan) in all Co-Investment Vehicles in aggregate is up to US\$18,000,000 (as may be increased by SMA Vehicle and WOP Vehicle in writing from time to time, the "**WOP Co-Investment Party Total Commitment**").

### 3. RIGHT OF FIRST-LOOK

On and after the date on which Penta Holding is no longer entitled to the right of first opportunity to participate in "Business Opportunities" (as defined under the Seed Property AMA) under Clause 10A.3(b) of the Seed Property AMA (including by virtue of a termination of the Seed Property AMA) (such date being the "**Investment Period Commencement Date**") and ending on the earlier of (x) the expiration of the Investment Period and (y) the utilization (which, for the avoidance of doubt, includes any amount committed whether called or not) of 90% of the SMA Co-Investment Party Total Commitment (the "**First Look Period**"), with respect to any opportunity in connection with the Targeted Business (each a "**Business Opportunity**") that it or any of its Affiliates wishes to pursue:

- 3.1 WOP Vehicle shall grant to SMA Vehicle and/or its designated Affiliate (as elected by Angelo, Gordon & Co., L.P., and for clarity, it is acknowledged and agreed that each of SMA Vehicle and any vehicle of any Other AG Account is an Affiliate of another for so long as it remains an entity managed and advised directly or indirectly by Angelo, Gordon & Co., L.P.) the right of first opportunity to participate in such Business Opportunity together with WOP Vehicle and/or its relevant Affiliate in accordance with the Equity Ratio but otherwise on the same terms and conditions as applicable to WOP Vehicle and/or its relevant Affiliate in accordance with the following provisions:
  - (a) as soon as possible after WOP Vehicle or any of its Affiliates becomes aware of such Business Opportunity, WOP Vehicle shall provide to SMA Vehicle and/or its designated Affiliate (as elected by Angelo, Gordon & Co., L.P.) the following information with respect to such Business Opportunity: (i) a brief description of the Business Opportunity, (ii) the target return of the Business Opportunity, (iii) the anticipated size of the required commitment that would be made by each SMA Co-Investment Party and WOP Co-Investment Party in such Business Opportunity and (iv) the gross asset value of the target of the Business Opportunity. In the event that SMA Vehicle and/or its designated Affiliate (as elected by Angelo, Gordon & Co., L.P.) notifies WOP Vehicle in writing, in no event later than eleven (11) Business Days of receipt by SMA Vehicle and/or its designated Affiliate (as elected by Angelo, Gordon & Co., L.P.) of the information described in items (i) to (iv) above, that SMA Vehicle and/or its designated Affiliate (as elected by Angelo, Gordon & Co., L.P.) is not interested in participating in or receiving further information regarding such Business Opportunity or if no affirmative response of being interested to participate is



given within the above prescribed time, then such Business Opportunity shall be deemed a "Declined Business Opportunity".

- (b) WOP Vehicle shall present to SMA Vehicle and/or its designated Affiliate (as elected by Angelo, Gordon & Co., L.P.) a preliminary summary investment memorandum (a "**Deal Teaser**") for such Business Opportunity that is not a Declined Business Opportunity. The Deal Teaser shall (i) include the name of such Business Opportunity and (ii) include a budget for anticipated due diligence expenses of such Business Opportunity and information as to any penalty payable to seller on failure to complete the transaction. If SMA Vehicle and/or its designated Affiliate (as elected by Angelo, Gordon & Co., L.P.) wish to pursue the Business Opportunity that is the subject of the Deal Teaser, SMA Vehicle and/or its designated Affiliate (as elected by Angelo, Gordon & Co., L.P.) shall, within twenty (20) Business Days of receipt of the Deal Teaser, provide a notice in writing to WOP Vehicle stating its interest in considering the Business Opportunity further (such notice, a "**Preliminary Response**"). If SMA Vehicle and/or its designated Affiliate (as elected by Angelo, Gordon & Co., L.P.) notifies WOP Vehicle in writing that it does not intend to consider the Business Opportunity further or does not provide a Preliminary Response to WOP Vehicle within such twenty (20) Business Day time period, such Business Opportunity shall be deemed a "Declined Business Opportunity".
- (c) With respect to a Business Opportunity for which WOP Vehicle has received a Preliminary Response, WOP Vehicle shall as soon as possible prepare and provide to SMA Vehicle and/or its designated Affiliate (as elected by Angelo, Gordon & Co., L.P.) a written investment memorandum containing detailed summary of such Business Opportunity (the "**Business Opportunity Investment Memorandum**"). The Business Opportunity Investment Memorandum shall include (i) description of the Business Opportunity, (ii) the core tenets of the investment thesis for such Business Opportunity (such as sources of value creation, the likely duration, the likely approach to the potential risks and mitigating factors, and the potential return scenarios), (iii) the contemplated structure of the Business Opportunity, (iv) the expected cost of such Business Opportunity (which shall include the expected aggregate amount of capital required in connection with the relevant Business Opportunity, whether required at closing of the acquisition underlying the Business Opportunity or subsequently), (v) the expected size of the proposed investment of each of SMA Co-Investment Party and WOP Co-Investment Party in such Business Opportunity and (vi) the funding deadline, if any, of the Business Opportunity.
- (d) Upon the receipt of the Business Opportunity Investment Memorandum by SMA Vehicle and/or its designated Affiliate (as elected by Angelo, Gordon & Co., L.P.), SMA Vehicle and/or its designated Affiliate (as elected by Angelo, Gordon & Co., L.P.) shall have twenty (20) Business Days (or such shorter period as SMA Vehicle and/or its designated Affiliate (as elected by Angelo, Gordon & Co., L.P.) may agree) (the end of such twenty (20) Business Day or shorter period, the "**Participation Confirmation Deadline**") to elect, in their sole discretion, to participate in the Business Opportunity by delivering written notification to WOP Vehicle of such election (any affirmative election, an "**Participation Confirmation**"); provided that if WOP Vehicle presents SMA



Vehicle and/or its designated Affiliate (as elected by Angelo, Gordon & Co., L.P.) a material change to the information previously provided in the relevant Business Opportunity Investment Memorandum, as determined by SMA Vehicle and/or its designated Affiliate (as elected by Angelo, Gordon & Co., L.P.) in its reasonable discretion, SMA Vehicle and/or its designated Affiliate (as elected by Angelo, Gordon & Co., L.P.) shall receive an extension of the Participation Confirmation Deadline to a new date selected and notified in writing to WOP Vehicle by SMA Vehicle and/or its designated Affiliate (as elected by Angelo, Gordon & Co., L.P.), which new date shall not occur less than twenty (20) Business Days following the initial Participation Confirmation Deadline. In the event that SMA Vehicle and/or its designated Affiliate (as elected by Angelo, Gordon & Co., L.P.) makes one or more requests for additional information related to a Business Opportunity for which SMA Vehicle and/or its designated Affiliate (as elected by Angelo, Gordon & Co., L.P.) has previously received a Business Opportunity Investment Memorandum from WOP Vehicle and SMA Vehicle and/or its designated Affiliate (as elected by Angelo, Gordon & Co., L.P.) reasonably determines that such additional information is material to its decision whether to deliver a Participation Confirmation, SMA Vehicle and/or its designated Affiliate (as elected by Angelo, Gordon & Co., L.P.) may request in writing a one-time, twenty (20) Business Day extension of the Participation Confirmation Deadline with respect to such Business Opportunity and WOP Vehicle shall grant such request. For the avoidance of doubt, the automatic Participation Confirmation Deadline extension granted due to new material information provided by WOP Vehicle shall not count toward the one-time extension of the Participation Confirmation Deadline due to the request for additional information by SMA Vehicle and/or its designated Affiliate (as elected by Angelo, Gordon & Co., L.P.). In the event SMA Vehicle and/or its designated Affiliate (as elected by Angelo, Gordon & Co., L.P.) notifies WOP Vehicle of intention not to deliver a Participation Confirmation with respect to the Business Opportunity or fails to deliver a Participation Confirmation with respect to the Business Opportunity prior to the Participation Confirmation Deadline, such Business Opportunity shall be deemed a "Declined Business Opportunity".

3.2 WOP Vehicle shall not, and shall ensure that its Affiliates will not, engage in any Business Opportunity save and except where:

- (a) WOP Vehicle has complied with the provisions of Clause 3.1; and
- (b)
  - (i) SMA Vehicle and/or its designated Affiliate (as elected by Angelo, Gordon & Co., L.P.) and WOP Vehicle and/or its relevant Affiliate have entered into definitive legal agreements in respect of co-investment in the Business Opportunity (which shall include a shareholders' agreement in the agreed form and an asset management agreement in the agreed form); or
  - (ii) the Business Opportunity is or is deemed a "Declined Business Opportunity" in accordance with the provisions of Clause 3.1 .



#### 4. CONDITIONS PRECEDENT

- 4.1 Clauses 2 and 3 shall take effect upon the following conditions being satisfied (or waived by SMA Vehicle):
- (a) the approval of the shareholders of WOG at a general meeting as required by the Listing Rules having been obtained for WOP Vehicle to enter into this Agreement (such Condition being referred to as the “**Listing Rules Condition**”); and
  - (b) “Completion” (as defined under the Fortune Harbour SPA) having taken place under the Fortune Harbour SPA and “Completion” (as defined under the Mega Hope SPA) having taken place under the Mega Hope SPA.
- 4.2 WOP Vehicle will at its own costs, use its best endeavours (so far as it lies within its powers) to procure the satisfaction of the Conditions as soon as reasonably practicable and in any event before the Completion Date (as defined under the Fortune Harbour SPA).
- 4.3 If at any time WOP Vehicle becomes aware of a fact or circumstance that might prevent a Condition being satisfied, it will immediately inform SMA Vehicle. SMA Vehicle shall also immediately inform WOP Vehicle if at any time SMA Vehicle becomes aware of a fact or circumstance that might prevent a Condition being satisfied.
- 4.4 Notwithstanding any provision in this Agreement to the contrary (if any), each of the Conditions (other than the Listing Rules Condition) may be waived in whole or in part conditionally or unconditionally by (and only by) SMA Vehicle by notice in writing to WOP Vehicle at any time on or before the Completion Date (as defined under the Fortune Harbour SPA).
- 4.4 If any of the Conditions (which have not previously been waived, other than the Listing Rules Condition which cannot be waived) has not been satisfied on or before the Completion Date (as defined under the Fortune Harbour SPA), then SMA Vehicle (in respect of any of the other Condition(s)) may on that date, at its option (but without prejudice to any other right or remedy it may have), by notice to WOP Vehicle in writing, terminate this Agreement (in which event the provisions of Clause 6 (*Consequences of Termination*) shall apply).

#### 5. WARRANTIES AND UNDERTAKINGS

- 5.1 The Parties make the representations and warranties as set out in Schedule 1.
- 5.2 Each Party undertakes to each other Party that it shall not undergo a Change of Control without the prior written approval of each other Party. For the purpose of this Clause 5.2, “**Change of Control**” means, in relation to a Party, at a particular time the persons who directly or indirectly have the capacity to Control the Party are not the same as the persons who had that ability immediately before that time, save and except where a Change of Control occurs as a result of the listing of a Party or its parent company, and provided always that a Change of Control shall not be considered to have occurred (a) in respect of SMA Vehicle, where it remains an entity managed and advised directly or indirectly by Angelo, Gordon & Co., L.P.; and (b) in respect of WOP Vehicle, where it remains an entity wholly and beneficially owned, whether directly or indirectly, by WOP.



## 6. CONSEQUENCES OF TERMINATION

If this Agreement is terminated in accordance with Clause 4.4, then all rights and obligations of the parties shall cease to have effect, provided that:

- (a) termination of this Agreement shall be without prejudice to all rights and remedies available to each party in respect of any breach by any other party of obligations under or in respect of this Agreement prior to the termination of this Agreement; and
- (b) termination of this Agreement shall be without prejudice to the continued application of Clause 7 (*Confidentiality*) and Clause 8 (*Restrictions on Announcements*) (and all provisions relevant to the interpretation and enforcement thereof), which will remain in full force and effect.

## 7. CONFIDENTIALITY

Each of SMA Vehicle and WOP Vehicle undertakes with each other that it shall not, and shall procure that its respective officers, employees, agents and subsidiaries not to, save with the approval in writing of the other Party, use or divulge to any person, or publish or disclose or permit to be published or disclosed, any secret or confidential information provided by such other Party to it relating to a Business Opportunity (whether or not, in the case of documents, they are marked as confidential); PROVIDED THAT the foregoing restrictions shall not apply to:

- (a) the disclosure of information which the disclosing party can reasonably demonstrate is in the public domain through no fault of its own;
- (b) the disclosure of information where the disclosure is required by applicable laws, pursuant to a court order or pursuant to rules and regulations set by any recognised stock exchange or governmental or other regulatory body. The Party making a disclosure under this sub-paragraph (b) shall, as soon as practicable thereafter, provide a copy of such disclosure to the other Party;
- (c) the disclosure of information in confidence and in good faith to professional advisers in connection with this Agreement, provided that the disclosing party shall take all reasonable steps to ensure that the relevant professional advisers will keep the disclosed information confidential;
- (d) the disclosure of information in confidence and in good faith to the financiers for the seeking of financing for the obligations of the Party concerned under this Agreement, provided that the relevant financiers shall have given confidentiality undertakings similar to the provisions under this Clause 6;
- (e) the disclosure is made by SMA Vehicle to investors and bona fide potential investors in and/or placement agents of funds and/or entity managed directly or indirectly by Angelo, Gordon & Co., L.P. or its parallel funds provided that SMA Vehicle shall take all reasonable steps to ensure that such investors or bona fide potential investors or placement agents will keep the disclosed information confidential such as the obtaining of a confidentiality undertaking (or document of a similar nature) from such investors or potential investors or the placement agent(s) with respect of the disclosure of such information to such investors or bona fide potential investors or placement agents on such terms reasonably satisfactory to WOP; or



- (f) the disclosure is made by WOP to any of its direct or indirect holding companies, which shall in any event be beneficially and wholly owned by either WOG or WOP unless otherwise permitted under this Agreement, and banks and financiers of such holding companies.

## 8. RESTRICTIONS ON ANNOUNCEMENTS

Each of the Parties undertakes that it will not (save as required by law or the rules of any applicable regulatory body including the Stock Exchange) make any announcement in connection with this Agreement unless all other Parties shall have given their respective consents to such announcement (which consents may not be unreasonably withheld or delayed but may be given either generally or in a specific case or cases and may be subject to conditions). In the event that WOP and WOG, being the indirect shareholders of WOP Vehicle, are required to announce this Agreement and the underlying and associated transactions under the Listing Rules, SMA Vehicle will use its reasonable endeavors to co-operate with WOP Vehicle, WOP and WOG to facilitate the making of such disclosure in a timely manner provided that (a) WOP Vehicle shall provide such announcement to SMA Vehicle for its review at least five (5) Business Days before it is made and (b) such announcement shall be in form and substance reasonably satisfactory to SMA Vehicle (it being acknowledged and agreed that where any disclosure regarding the SMA Vehicle's background and ultimate beneficial owner is mandatorily and consistently required by the Listing Rules details of such disclosure shall be discussed with and agreed by SMA Vehicle (acting reasonably) in advance to ensure consistency with the usual approach and practice adopted by SMA Vehicle or its Affiliates in prior public announcements).

## 9. GUARANTOR

- 9.1 In consideration of SMA Vehicle entering into this Agreement, the Guarantor irrevocably and unconditionally as primary obligor guarantees to SMA Vehicle:

- (a) the due and punctual performance of WOP Vehicle's agreement, obligations, commitments, undertakings, warranties and indemnities contained in and in accordance with this Agreement ("**Guaranteed Obligations**");
- (b) whenever WOP Vehicle does not satisfy or fulfil its obligations under this Agreement, to immediately, on demand, perform the obligations of WOP Vehicle; and
- (c) to pay, on demand, any sum which WOP Vehicle fails to pay to the Purchaser in accordance with this Agreement;

- 9.2 This is a continuing guarantee which shall remain in force until all of the Guaranteed Obligations under this Agreement have been fulfilled and is in addition to and without prejudice to and not in substitution for any rights or security which SMA Vehicle may now or hereafter have or hold for the performance and observance of the Guaranteed Obligations.

- 9.3 The Guarantor's liability under this Clause 9 shall not be discharged or affected by any act, omission or circumstance which, but for this provision, would discharge the Guarantor to any extent, including any legal limitation, or any amendment, waiver or release affecting any of the Parties, any other person, this Agreement or any change in the constitution of the Guarantor or by reason of any defect in or insufficiency or want

of power of WOP Vehicle or irregular or improper purported exercise thereof or breach or want of authority by any person purporting to act on behalf of WOP Vehicle.

- 9.4 The Guarantor shall not exercise any rights of subrogation, contribution, indemnity or set-off or counterclaim against WOP Vehicle so long as any Guaranteed Obligation remains unfulfilled and the Guarantor waives any right it may have to require SMA Vehicle (or any trustee or agent on its behalf) to proceed against or enforce any other right or claim for payment against any person before claiming against the Guarantor under this Clause 9.
- 9.5 Payments by the Guarantor shall be made without set-off, counterclaim, withholding or condition of any kind.

## **10. NOTICES**

### **In Writing and Methods of Delivery**

- 10.1 Every notice or communication under this Agreement must be in writing and may, without prejudice to any other form of delivery, be delivered personally, sent by post, transmitted by fax, or sent by email.

### **Authorised Addresses and Numbers**

- 10.2 In the case of posting, the envelope containing the notice or communication must be addressed to the intended recipient at the authorised address of that Party and must be properly stamped or have the proper postage prepaid for delivery by the most expeditious service available (which will be airmail if that service is available) and, in the case of a fax or an email, the transmission must be sent to the intended recipient at the authorised number or email address (as the case may be) of that Party.
- 10.3 Subject to Clause 10.5, the authorised address, fax numbers and email addresses of each Party, for the purpose of Clause 10, are as follows:

#### To SMA Vehicle:

c/o Angelo, Gordon & Co., L.P.  
245 Park Avenue, 26th Floor  
New York, New York 10167  
The United States of America  
Attention: Mark Maduras  
Fax: (212) 867-5436  
Email address: [mmaduras@angelogordon.com](mailto:mmaduras@angelogordon.com)

#### To WOP Vehicle:

Suite 3201, Skyline Tower  
39 Wang Kwong Road  
Kowloon Bay, Kowloon  
Hong Kong

Attention: Tang Ho Hong  
Fax: (852) 2312 8148  
Email address: [nicktang@wangan.com](mailto:nicktang@wangan.com)



To the Guarantor:

Suite 3201, Skyline Tower  
39 Wang Kwong Road  
Kowloon Bay, Kowloon  
Hong Kong

Attention: Tang Ho Hong  
Fax: (852) 2312 8148  
Email address: [nicktang@wangon.com](mailto:nicktang@wangon.com)

- 10.4 Any notice to SMA Vehicle regarding any claim, dispute or termination arising from or in connection with this Agreement shall also be copied simultaneously to the following parties:

Angelo, Gordon Asia Limited  
Suites 3101-3102 & 3105-1308,  
One Exchange Square,  
8 Connaught Place,  
Central, Hong Kong  
Attn: Ken Ng / Zoe Zuo

**Notification of Changes**

- 10.5 No change in any of the particulars set out in Clauses 10.3 and 10.4 will be effective against a Party until it has been notified to that Party in accordance with the foregoing provisions.

**Deemed Giving of Notice and Receipt**

- 10.6 A notice or communication will be deemed to have been duly given and received:
- (a) on personal delivery on a business day to a place for the receipt of letters at that addressee's authorised address;
  - (b) in the case of posting, where the addressee's authorised address is in the same country as the country of posting, at 10:00 a.m. (local time at the place where the address is located) on the second business day after the day of posting;
  - (c) in the case of posting, where the addressee's authorised address is not in the same country as the country of posting, at 10:00 a.m. (local time at the place where that address is located) on the fifth business day after the day of posting;
  - (d) in the case of a fax, on issue to the sender of an O.K. result confirmation report or, if the day of issue is not a business day, at 10:00 a.m. (local time where the authorised fax number of the intended recipient is located) on the next business day; and
  - (e) in case of an email, upon the generation of a receipt notice by the recipient's server or, if such notice is not so generated, upon delivery to the recipient's server.

**Business Days**

- 10.7 For the purpose of Clause 10.6, a "business day" means a day which is not a Saturday



or a Sunday or a public holiday in the country of posting or transmission or in the country where the authorised address or fax number of the intended recipient is located and, where a notice is posted, which is not a day when there is a disruption of postal services in either country which prevents collection or delivery.

## **11. MISCELLANEOUS**

- 11.1 Nothing contained or implied in this Agreement shall constitute or be deemed to constitute a partnership between the Parties and save as expressly agreed herein no Party shall have any authority to bind or commit any other Party.
- 11.2 Each Party acknowledges and agrees that if any of them shall breach the warranties, representations, indemnities, undertakings or other obligations (for the purposes of this Clause referred to as the “**Agreed Terms**”) on each of their parts contained in this Agreement or any other agreement entered into pursuant to it and damages may not be an adequate remedy, then the Agreed Terms may be enforceable by injunction, order for specific performance or such other equitable relief as a court of competent jurisdiction may see fit to award.
- 11.3 Each Party shall pay its own costs and disbursements of and incidental to the preparation, negotiation, execution and performance of this Agreement.
- 11.4 Save as otherwise provided herein, the benefits and obligations conferred by this Agreement upon each of the Parties are personal to that Party and shall not be, and shall not be capable of being assigned or otherwise disposed of or pledged by way of security, save with the written consent of each of the other Parties.
- 11.5 This Agreement (together with any documents referred to herein or executed contemporaneously by the Parties in connection herewith) constitutes the whole agreement between the Parties and supersedes any previous agreements, arrangements or understandings between them relating to the subject matter hereof.
- 11.6 No variation or amendment to this Agreement shall be effective unless in writing signed by authorised representatives of each of the Parties.
- 11.7 No failure of any Party to exercise, and no delay in exercising, any right or remedy in respect of any provision of this Agreement shall operate as a waiver of such right or remedy.
- 11.8 If any provision or part of a provision of this Agreement or its application to any Party, shall be, or be found by any authority of competent jurisdiction to be, invalid, illegal or unenforceable, such invalidity, illegality or unenforceability shall not affect the other provisions or parts of such provisions of this Agreement, all of which shall remain in full force and effect.
- 11.9 This Agreement may be entered into in any number of counterparts by the Parties on separate counterparts, each of which when so executed and delivered shall be an original but each counterpart shall together constitute one and the same instrument and shall take effect from the time of execution of the last counterpart. Immediate evidence that a counterpart has been executed may be provided by transmission of such engrossment by facsimile machine or electronic mails with the original executed counterpart to be forthwith put in the mail.



## **12. RIGHTS OF THIRD PARTIES**

### **No Rights except as provided**

- 12.1 Save as provided in Clause 3, the Parties do not intend any term of this Agreement to be enforceable pursuant to the Rights of Third Parties Ordinance.

### **Variation and Rescission**

- 12.2 This Agreement may be varied from time to time or rescinded without the consent of any person who is not a Party and section 6(1) of the Rights of Third Parties Ordinance shall not apply to this Agreement.

## **13. GOVERNING LAW, SUBMISSION TO JURISDICTION AND APPOINTMENT OF AGENT FOR SERVICE OF PROCESS**

### **Governing Law**

- 13.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.

### **Submission to Jurisdiction**

- 13.2 The Parties submit to the non-exclusive jurisdiction of the Hong Kong courts and each Party waives any objection to proceedings in Hong Kong on the grounds of venue or inconvenient forum.

### **Appointment of Agent for Service of Process**

- 13.3 The service of any process connected with proceedings in the Hong Kong courts and relating to this Agreement will be deemed to have been validly served on a Party if they are served on the process agent whose name and present address are set out below against the name of that Party and service will be deemed to have been acknowledged by that Party if it is acknowledged by that process agent:

<b>Party</b>	<b>Process Agent</b>
SMA Vehicle	Angelo, Gordon Asia Limited Suites 3101-3102 & 3105-3108, One Exchange Square, 8 Connaught Place, Central, Hong Kong Attn: Ken Ng / Zoe Zuo
WOP Vehicle	Wang On Properties Secretarial Services Limited Suite 3201, 32/F. Skyline Tower 39 Wang Kwong Road Kowloon Bay Kowloon, Hong Kong Attn: Yiu Chi Man
The Guarantor	Wang On Properties Secretarial Services Limited Suite 3201, 32/F. Skyline Tower



39 Wang Kwong Road  
Kowloon Bay  
Kowloon, Hong Kong  
Attn: Yiu Chi Man



## Schedule 1 - Representations and Warranties

1. Each Party represents and warrants to each other Party that:
  - 1.1 it has the power, legal capacity and authority to enter into and perform its obligations under this Agreement;
  - 1.2 any consents which are required to enable it to enter into this Agreement have been obtained; and
  - 1.3 its execution and performance of this Agreement have been validly authorised by all necessary action and this Agreement is and will remain valid, binding and enforceable against it, subject always to the proviso that enforcement may be limited by equitable principles or by bankruptcy, insolvency, liquidation, reorganisation, readjustment of debts or moratorium or other laws of general application relating to or affecting the rights of creditors.
2.
  - (a) Each Party represents and warrants to each other Party that it, its affiliates and their respective officers, directors, agents and employees have complied with and shall comply with all applicable anti-corruption laws, rules and regulations (including the U.S. Foreign Corrupt Practices Act, as amended, the U.K. Bribery Act 2010, the Hong Kong Prevention of Bribery Ordinance (Cap. 201), and any other law, rule or regulation, domestic or overseas, which has the aim of preventing bribery and corruption) (collectively, “**Anti-Corruption Laws**”).
  - (b) Each Party, its affiliates, and their respective officers, directors, agents and employees shall not in performing their obligations under this Agreement, give or pay, or offer, promise or agree to give or pay, or authorize the giving or payment, directly or indirectly, of money or anything of value to any officer or employee of, or any person representing or acting on behalf of (i) any government, or any department, ministry, agency, authority, or instrumentality (including corporations or similar entities owned or controlled or operated for the benefit) of such government or of any governmental authority (such as a state, authority, district or municipality) thereof or therein, including any public international organization and any official, employee or representative thereof, and any political party, party official or candidate; or (ii) any other person, for the purpose of improperly: (A) influencing an official act or decision (or as consideration therefore), (B) inducing such official to do or omit to do any act, (C) inducing such official to use his influence to affect or influence any government or official act or decision, (D) securing any other improper advantage, or (E) causing a service or function to be performed improperly.
  - (c) Each Party represents and warrants to each other Party that it, its affiliates and their respective officers, directors, agents and employees have complied with and shall comply with all applicable anti-money laundering laws and regulations (including the USA Patriot Act, as amended; the Hong Kong Organized and Serious Crimes Ordinance (Cap. 455); the Hong Kong Drug Trafficking (Recovery of Proceeds) Ordinance (Cap. 405); the Hong Kong Anti-Money Laundering and Counter-Terrorist Financing Ordinance (Cap. 615); and any other law, rule or regulation, in any applicable jurisdiction, which has the aim of preventing money laundering) (collectively, “**Anti-Money Laundering Laws**”). None of the Parties, its respective affiliates or any person who owns equity or other interest in or controls it or its affiliate is now or



hereafter identified on any sanctions-related restricted party list administered or enforced by the European Union, the United Nations Security Council, the United Kingdom, the United States, the People's Republic of China, Canada, or any other applicable jurisdiction, including the U.S. OFAC List of Specially Designated Nations and Blocked Persons, the Sectoral Sanctions Identifications List (SSI), the Unreliable Entity List issued by the PRC Ministry of Commerce, the sanctions list issued by the PRC Ministry of Foreign Affairs, or any other similar list (including any list of prohibited persons) (collectively, "Sanctions").

- (d) Each Party represents and warrants to the other Party that none of it, its Affiliates and their respective officers, directors, agents and employees has been, or is currently, the subject of any investigation, inquiry, or enforcement proceeding related to Anti-Corruption Laws, Anti-Money Laundering Laws or Sanctions.
- (e) In connection with their performance under this Agreement, SMA Vehicle and WOP Vehicle agree as follows:
  - (i) each of them shall comply with all Anti-Corruption Laws, Anti-Money Laundering Laws, and Sanctions;
  - (ii) they shall establish an internal monitoring and compliance program to assure compliance with Anti-Corruption Laws, Anti-Money Laundering Laws and Sanctions by any Co-Investment Vehicle, its subsidiaries, their employees, agents, consultants, contractors and representatives;
  - (iii) they acknowledge receipt of the anti-corruption policy to be adopted by any Co-Investment Vehicle and its subsidiaries and issued to their employees, agents, consultants, contractors and representatives (the "Anti-Corruption Policy", a copy of which is set out at Schedule 2). The Anti-Corruption Policy includes:
    - (A) Rules and procedures for payments regarding gifts, meals and entertainment on behalf of a Co-Investment Vehicle or any of its subsidiaries;
    - (B) Rules and procedures for the engagement of third parties on behalf of a Co-Investment Vehicle or its subsidiaries;
    - (C) Prohibitions regarding corrupt acts on behalf of a Co-Investment Vehicle or its subsidiaries;
    - (D) Requirements to maintain accurate books and records on behalf of a Co-Investment Vehicle and its subsidiaries; and
    - (E) Requirements regarding employee anti-corruption training, and annual certification acknowledging that they have received, read and will comply with the Anti-Corruption Policy.
- (f) SMA Vehicle and WOP Vehicle agree that the following shall be subject to the prior written approval of both of them:
  - (i) the use of any third party, including but not limited to any agent or other intermediary, to represent a Co-Investment Vehicle or any of its

subsidiaries where such representation involves interactions with Government Officials, such as discussing business opportunities, participating to public tender or private negotiations, negotiating contracts, requesting licenses, permits or other authorizations, or any other actions that could benefit a Party or the Investment Vehicle, to the exclusion of ordinary and routine matters;

- (ii) any material change to the compliance program of the Co-Investment Vehicle or any of its subsidiaries, including (but not limited to) the adoption, removal or amendments to any compliance policy.

For the purpose of this provision, Government Officials refer to any officer or employee of, or any person representing or acting on behalf of any government, or any department, ministry, agency, authority or instrumentality (including corporations or similar entities owned or controlled or operated for the benefit) of such government or of any governmental authority (such as a state, authority, district or municipality) thereof or therein.

- (g) SMA Vehicle and WOP Vehicle agree that no board member, general manager, CEO or CFO of any Co-Investment Vehicle or any of its subsidiaries shall be (i) a person listed on the U.S. OFAC List of Specially Designated Nations and Blocked Persons, Sectoral Sanctions Identifications List (SSI), Unreliable Entity List issued by the PRC Ministry of Commerce, or the sanction list issued by the PRC Ministry of Foreign Affairs; targeted by Sanctions; or otherwise subject to restrictions under any similar list (including any list of prohibited persons) promulgated by any authority in any applicable jurisdiction; or (ii) a person that is a target of Sanctions, whether designated by name or by reason of being included in a class of persons.
- (h) Each Party warrants that should it become aware of any violation or the likelihood of potential violation (including any investigation, inquiry, or enforcement proceeding) by (i) its officers, directors, agents and employees or (ii) the officers, directors, agents and employees of the Co-Investment Vehicle or any of its subsidiaries of Anti-Corruption Laws, Anti-Money Laundering Laws, Sanctions, or the Anti-Corruption Policy, it shall promptly notify the other Party and take appropriate remedial measures.



## Schedule 2 - Anti-Corruption Policy

### I. Introduction

#### A. Statement of Policy

The Co-Investment Vehicle and its subsidiaries (collectively, the “**JV Group**”) and those acting on its behalf must conduct business in the most ethical, open and transparent manner. As such, the JV Group, all of its directors, officers and employees, and all persons (whether or not employees) who are at any time acting as agents or representatives of the JV Group (collectively, “**Covered Persons**”) must comply with this Policy and all applicable law including without limitation the United States Foreign Corrupt Practices Act (FCPA), the bribery provisions under the Hong Kong Prevention of Bribery Ordinance (for the purpose of this Schedule, the “**Applicable Law**”). All Covered Persons must always act in a legal and ethical manner and avoid even the appearance of impropriety. In this regard, this Policy emphasizes the JV Group’s commitment to educating and training its Covered Persons regarding Applicable Law and re-affirms the responsibility of every Covered Person to protect the JV Group from exploitation by those attempting to circumvent the requirements of Applicable Law.

In addition, the JV Group’s owners and business partners may be subject to international laws, including without limitation the Applicable Law, which prohibit corruption and can cause our owners and business partners to be held liable for corrupt acts committed by the JV Group and those acting on its behalf.

Strict compliance with this Policy is mandatory. If there are cases in which Applicable Law requires stricter standards than those expressed in this Policy, the stricter standard must always be followed. Violations of the Policy and legal requirements could result in significant criminal and civil liability for the JV Group, its Covered Persons and (in some cases) its owners and investors. These penalties include imprisonment, criminal fines, civil penalties, and asset forfeiture. In addition, any involvement by the JV Group and its Covered Persons could irreparably harm the greatest asset of the JV Group and its principal shareholders – their good name and reputation.

#### B. Application of this Policy

All Covered Persons must review and be familiar with this Policy. Covered Persons must adhere to this Policy as a condition of their employment or engagement. Further, Covered Persons are responsible for ensuring that any third party engaged by the JV Group complies with this Policy. *Any Covered Person, who knowingly fosters illegal conduct, ignores suspicious circumstances, or fails to comply with Applicable Law, this Policy and related procedures will be subject to discipline, including possible termination of employment or engagement.*

### II. Responsibilities

It is the responsibility of every Covered Person to comply strictly with this Policy. The success of this Policy and related procedures is dependent on the good work and careful attention of each Covered Person.



Covered Persons with questions about this Policy should confer with the General Manager engaged by the JV Group (the “General Manager”). Covered Persons with concerns about specific transactions or counterparties, or who wish to report suspicions of corruption or other illicit activity, should do so in strict confidence to the General Manager.

*If a Covered Person knows, learns, or believes there may have been a violation of any Applicable Law or of this Policy by (i) the JV Group, (ii) an officer, director, employee, agent, or representative of the JV Group or a counterparty, or (iii) a counterparty, the Covered Person must report the facts as soon as possible to the General Manager or the AG Representative. No retaliation will be taken against Covered Persons who report suspicious circumstances to the General Manager.*

The General Manager is responsible for implementing, establishing adequate procedures for, training, monitoring, and reviewing the effectiveness of and investigating violations of this Policy. With the approval of the JV Group’s Board of Directors, the General Manager may delegate some of these functions to other employees or outside counsel. The General Manager may delegate financial oversight and monitoring to the Chief Financial Officer of the JV Group (“CFO”). The General Manager must report annually to the Board of Directors regarding the JV Group’s anti-corruption compliance and promptly to the Board of Directors (if the General Manager knows, learns, or believes there may have been a violation of Applicable Law or of this Policy).

#### A. Corrupt Acts

Covered Persons are prohibited from offering, promising, making, authorizing, or providing (directly, or indirectly through third parties) any payments, gifts, or the transfer of anything of value to *any person* in order to:

- influence or reward an act or decision of the recipient;
- induce the recipient to do or omit an act in violation of his/her lawful duty; or
- induce the recipient to use his/her influence to affect an act or decision of his or her employer,

to obtain or retain business or otherwise secure an advantage for themselves or for the JV Group. Neither the JV Group’s funds nor funds from any other source, including personal funds, may be used to make any such payment or gift on behalf of, or for the benefit of, the JV Group.

*In addition to these rules, which apply to any person, Covered Persons should take special care when dealing with any Government Official to whom special rules might apply under local or international anti-corruption laws.*

“Government Official” means any of the following individuals: (i) any officer or employee of a government or any department, agency, or instrumentality thereof (including any state-owned or state-controlled enterprise or entity); (ii) any officer or employee of a public international organization (e.g., the World Bank); (iii) any political party or official thereof (e.g., Chinese government official); (iv) any candidate for any political office (e.g., candidate for the National People’s Congress); (v) any person acting for or on behalf of any of the



foregoing; or (vi) any person designated as a government official, public official or public servant (or similar) under the relevant Applicable Laws.

Covered Persons must not ask, suggest, or permit a third party to provide benefits that are prohibited by this Policy. If it would be prohibited under this Policy to provide a benefit to a particular person, it is prohibited to provide benefits to members of that person's family.

B. Receipt of anything for your advantage

Covered Persons must ensure that they do not request, agree to receive, or accept money or anything of value or any other advantage (directly or indirectly through other persons) from a counterparty under circumstances that would suggest that the money or thing of value or advantage constitutes an inducement or reward for the person's improper performance of his or her duties. Covered Persons also may not request, agree to receive, or accept money or anything of value or any other advantage where to do so itself constitutes improper performance of a relevant function or activity.

C. Examples of Payments that are Always Prohibited

- Kick-backs, under-table money and bribes;
- Any offer, promise or provision of free, reduced price or priority purchase of real estate resulting from the project;
- Prostitutes, escorts, mistresses and similar services.

III. Gifts, Meals and Entertainment

While corrupt payments are always prohibited, non-corrupt tokens of esteem or gratitude and reasonable gifts, meals or entertainment related to the promotion, demonstration or explanation of the project or in execution or performance of a contract is permitted, ***provided the following rules are adhered to:***

A. Gifts

1. General Rules

All gifts given by a Covered Person to other parties having a value above RMB 600 must be reported to the General Manager prior to or as soon as possible after being given.

All gifts given by a Covered Person to other parties having a value above RMB 1200 are prohibited unless prior written approval is obtained from the General Manager.

The aggregate total of all gifts given by a Covered Person to a single individual in one calendar year should not exceed RMB 1200 without the approval of the General Manager.

***All gifts given by a Covered Person to Government Officials are prohibited unless prior written approval is obtained from the General Manager.***

## 2. Customary Festival Gifts

Modest and reasonable customary festival gifts (such as moon-cakes or gift baskets) and gifts for significant occasions (marriages, funerals, opening of new offices) may be permitted but require prior written approval from the General Manager. Covered Persons are responsible for providing lists of recipients, their positions and employers for such customary festival gifts to the General Manager prior to the event. The General Manager will then establish a budget and list of acceptable gifts/venues.

## 3. Examples of prohibited gifts

- Cash and other cash equivalents (including gift cards or gift certificates) are not permitted.
- Gold, silver, jade and similar precious materials are prohibited.
- Watches and other luxury brands are prohibited.
- Gifts to spouses or partners are not permitted.

## 4. Receipt of Gifts

Covered Persons must report to the General Manager any gift they receive if the value of the gift could reasonably be considered to exceed RMB 600.

## B. Meals and Entertainment

Reasonable meals, drinks, golf, and attendance at sporting, cultural or other events may be acceptable provided a Covered Person attends and the event is such that it is in close proximity to a business meeting or at which business can be discussed, *provided the event adheres to the following rules:*

Meals and entertainment must not be lavish or excessive and a single recipient generally should not be provided meals or entertainment more than 6 times per year. Spouses and partners should not be included in meals and entertainment at the JV Group's expense without approval from the General Manager. Any meals and entertainment expense should not involve activities that could bring the JV Group into disrepute (e.g., payment of gambling expenses or escort services).

***Meals and entertainment by Covered Persons exceeding RMB 600/person to Government Officials are prohibited unless prior written approval is obtained from the General Manager.***

The cost of meals and entertainment includes all costs associated with a single event (for example, the cost of sporting event includes all of the following: the cost of a meal prior to the event, transportation to the event, tickets to a sporting event, and any food and drink consumed at the event). This cost should be divided by the number of attendees to obtain the per person cost of the event.



**IV. Travel and Accommodation**

Any long distance travel or overnight accommodation for non-employees to be paid for by the JV Group must be pre-approved by the General Manager.

Covered Persons are not allowed to accept long distance travel or overnight accommodation from business partners without prior approval from the General Manager.

**V. Political and Charitable Contributions**

Political and Charitable contributions may only be made by the JV Group with the approval of the Board of Directors. Covered Persons shall not make contributions on behalf of the JV Group and no such contributions will be reimbursed.

**VI. Contracts with Third Parties**

All contracts with (i) a third party engaged to represent the JV Group before Government Officials or (ii) key contracts in excess of RMB 1 million involving the project (such as any Land Grant Contracts, General Contractor Contracts, Sale and Purchase Agreements, and Loan Agreements) must be approved by the Board of Directors before entering such contracts.

All contracts with third parties mentioned in the first paragraph of Clause VI must include anti-corruption and anti-money laundering clauses. All contracts must include, at least, a representation that the third party has complied and will comply with Applicable Law, including anti-corruption and anti-money laundering laws. Additional clauses may be required by the Board of Directors.

**VII. Oversight of and Payments to Third Parties**

Covered Persons are responsible for ensuring that third parties abide by this Policy and must immediately report any suspicion of a violation of this Policy or Applicable Law to the General Manager.

Absent special written approval from the General Manager, all third parties will be paid by check or wire to local bank accounts in the name of the third party appearing on the contract.

**VIII. Potential Conflicts of Interest**

At the time of hiring, and when necessary thereafter, all Covered Persons must report all family or business relationships with (i) any Government Official that might influence the business of the JV Group, and (ii) any company, consultant or agent that does business with the JV Group.

**IX. Books and Records**

The JV Group must maintain, and all Covered Persons are required to maintain, accurate accounting and transactions records concerning the performance of their duties to allow the JV Group to ensure that corruption has not taken place. The requirement of accurate recordkeeping includes, but is not limited to, the following activities by Covered Persons:

- All contacts with Government Officials.

- True and correct receipts and other documentation of all gifts, meals, entertainment, travel, and accommodation provided to other counterparties.
- Records of diligence, work performed and payments to all third parties retained to provide goods or services to the JV Group.

In addition, the JV Group and its Covered Persons may not maintain any undisclosed or unrecorded funds or assets for any purpose. Accordingly, the following are not allowed: bank accounts containing the JV Group funds but held in individual names; unrecorded “petty cash” or black-box funds; or numbered bank accounts (that do not disclose the JV Group’s identity).

Covered Persons are prohibited from providing false receipts or other false documentation and are required to accurately describe every expense or payment to be entered into the JV Group’s books and records.

**X. Training and Certification**

The General Manager will arrange for training of all Covered Persons on this and other JV Group policies on a regular basis. The General Manager will arrange for special anti-corruption training for Covered Persons in key government-facing, customer facing or accounting positions on an annual basis.

All Covered Persons must certify annually (i) that they are familiar with this Policy and (ii) that they are not aware of any facts suggesting a violation of this Policy or Applicable Law.



## EXECUTION

IN WITNESS whereof this Agreement has been executed by the Parties as a deed and is intended to be and is hereby delivered on the date appearing at the head hereof.

### SMA Vehicle

**SIGNED, SEALED and DELIVERED** as a deed by **ADPF MEMBER (BVI) L.P.**, a limited partnership established in the British Virgin Islands, by the following person who is acting in accordance with the laws of that place, acting under the authority of the limited partnership in the presence of

**By: ADPF MEMBER (BVI) L.P.**

**By: ADPF MEMBER GP, L.L.C., its general partner**

**By: AG REAL ESTATE MANAGER, INC., its manager**

**By:**



**Name: Mark Maduras**

**Title: Vice President**

By executing this deed the signatory warrants that the signatory is duly authorized to execute this deed on behalf of **ADPF MEMBER (BVI) L.P.**.






IN WITNESS whereof this Agreement has been executed by the parties as a deed and is intended to be and is hereby delivered on the date appearing at the head hereof.

Executed as a deed )  
by affixing the common seal of )  
**WANG ON PROPERTIES** )  
**LIMITED** and as witnessed and )  
attested to by: )

CHAW WAN HUI PIERRE  
Name of witness (block letters)

  
 Name: Yiu Chi Man, Tang Ho Hong  
 Director

By executing this deed the signatory warrants that the signatory is duly authorised to execute this deed on behalf of **WANG ON PROPERTIES LIMITED**