

AGREEMENT OF PURCHASE AND SALE

BY AND AMONG

Crown Global Secondaries VI Master SCSp

AND

Crown Asia-Pacific Private Equity V Master SCSp

AND

Neckar SEC SCS

(As Buyers)

AND

FORTUNE SCOPE LIMITED

(As Seller)

DATED AS OF 12 JANUARY 2026

AGREEMENT OF PURCHASE AND SALE

This Agreement of Purchase and Sale, dated as of 12 January 2026 (this “*Agreement*”), is among:

1. **FORTUNE SCOPE LIMITED**, a company incorporated under the laws of Hong Kong with business registration number 69605651 and having its registered office address at 11/F, Lai Sun Commercial Centre, 680 Cheung Sha Wan Road, Kowloon, Hong Kong (“*Seller*”),
2. **Crown Global Secondaries VI Master SCSp**, a *societe en commandite speciale* with the registered address at 21-25, Allée Scheffer, 2520 Luxembourg (“*Buyer1*”),
3. **Crown Asia-Pacific Private Equity V Master SCSp**, a *societe en commandite speciale* with the registered address at 60 avenue J.F. Kennedy, L-1855 Luxembourg (“*Buyer2*”),
4. **Neckar SEC SCS**, a *societe en commandite simple* with registered address at 21-25, Allée Scheffer, 2520 Luxembourg (“*Buyer3*”), and, together with Buyer1 and Buyer2, the “*Buyers*” and each, a “*Buyer*”).

WITNESSETH:

WHEREAS, Seller owns the Interest (as hereinafter defined); and

WHEREAS, Buyers desire to purchase from Seller, and Seller desires to sell to Buyers, in accordance with the proportions set forth on Schedule IB hereto, the Interest, upon the terms and subject to the conditions set forth in this Agreement. Buyer1, Buyer 2 and Buyer3 act severally, and not jointly or jointly and severally, for all purposes hereof.

NOW THEREFORE, in consideration of the mutual agreements, covenants, representations, warranties and indemnities contained in this Agreement, Buyers and Seller agree as follows:

1. Definitions.

For purposes of this Agreement, the following terms shall have the meanings set forth below:

“*Act*” shall mean the United States Securities Act of 1933, as amended.

“*Additional Buyer’s Documents*” shall mean the documents and instruments executed and delivered by a Buyer to the Manager or the Partnership pursuant to this Agreement.

“*Additional Seller’s Documents*” shall mean the documents and instruments executed and delivered by Seller to the Manager or the Partnership pursuant to this Agreement.

“*Approvals*” shall mean all notices, legal opinions, consents, amendments, waivers and modifications required pursuant to the terms of any of the Portfolio Property Agreements

or such other documents in order to permit consummation of the transactions contemplated by this Agreement and shall include, without limitation, with respect to the transfer of the Interest by Seller to Buyers, waivers of (or the expiration, without exercise, of all applicable periods with respect to) all prohibitions on transfer, rights of first refusal, co-sale rights or similar rights, and all required consents (if any) by the Manager to the transfer of such Interest to Buyers and the admission of each Buyer as a limited partner to the Partnership.

“**Assignment and Assumption Agreement**” shall mean the assignment and assumption agreement or other instruments necessary to effect the transfer of the Interest, in a form acceptable to each of Seller and Buyers and as the Partnership or the Manager may reasonably request.

“**Business Day**” means a day (other than a Saturday, a Sunday, a public holiday or a day on which a tropical cyclone warning no. 8 or above or a “black rainstorm warning signal” is hoisted or remains hoisted in Hong Kong at any time between 9:00 a.m. and 5:00 p.m. Hong Kong time) on which banks are generally open in Hong Kong, in Pfäffikon (Switzerland) and in Dublin (Ireland) for normal business.

“**Capital Account Balance**” shall mean, with respect to Seller and the Partnership, Seller’s capital account balance in such Partnership as determined by the Manager and reported on the financial statements of such Partnership, as of the Cut Off Date, as set forth in Schedule I.

“**Capital Commitment**” shall mean, with respect to Seller and the Partnership, all obligations of the owner of the Interest therein to make capital contributions to such Partnership (including any Remaining Capital Commitment and/or Funded Capital Commitment with respect to such Partnership, but excluding any obligation to return prior Distributions to such Partnership or other similar obligations, any “recycling provision” and any obligation to recontribute amounts distributed by such Partnership for reinvestment or other similar purpose under the relevant Portfolio Property Agreements) and to pay management fees and other fees and expenses to such Partnership, its Manager or an affiliate thereof.

“**Claims**” shall have the meaning set forth in Section 11(a).

“**Closing**” shall mean the event at which the Buyers shall acquire the Interest together with any rights and documents attached thereto and pay the Purchase Price to Seller as set forth on Schedule I, scheduled to take place on the Closing Date for the Portfolio Property.

“**Closing Date**” shall mean any date as may be mutually agreed to by Seller and Buyer promptly after satisfaction or waiver of all conditions set forth in Section 8 and Section 9. The Closing Date shall not occur after the Final Closing Deadline.

“**Code**” shall have the meaning set forth in Section 5(j)(iii).

“**Cure Period**” shall have the meaning set forth in Section 14(b).

“**Cut Off Date**” shall mean 30 June 2025.

“**Distributions**” shall mean, without duplication, the gross amount of (i) all proceeds from the sale, assignment, transfer, conversion, exchange, redemption, exercise, repayment,

waiver, release, compromise, settlement or satisfaction of the Interest and (ii) all distributions, dividends, interest and payments of cash, Securities or other property declared, paid, made or deemed paid or made with respect to or in connection with the Interest. The Distributions received after the Cut Off Date, including the date of such Distribution, are set forth in Schedule III. For this purpose, amounts that would otherwise have been distributed to Seller but for the withholding or deduction of any taxes attributable to Seller or the Interest shall be treated as having been distributed to Seller, and the value of all “in-kind” payments, dividends or other non-cash Distributions shall be the value assigned thereto as of the time of any such Distribution by the Manager in accordance with the applicable Portfolio Property Agreement.

“**ERISA**” shall mean the United States Employee Retirement Income Security Act of 1974, as amended.

“**Excluded Obligations**” shall mean, with respect to the Interest, (i) any Losses arising under or relating to the breach by Seller of any Portfolio Property Agreement applicable to Seller, any Additional Seller’s Documents or this Agreement, (ii) any liabilities or obligations which arise, accrue or relate to the period through and including the Closing Date and result from acts or omissions of Seller (excluding any Remaining Capital Commitment), (iii) any LP Clawback Obligation, (iv) any obligations or liabilities of Seller relating to taxes or other governmental fees attributable to the ownership by Seller of the Interest (including Transfer Taxes and any liabilities for withholding taxes with respect to Distributions or allocations to Seller and under any Public Notice [2015] No.7 issued by the State Administration of Taxation of the People’s Republic of China, effective as of February 3, 2015, including subsequent amendments and any interpretations or procedural rules related thereto), (v) any obligation to pay (or make capital contributions in payment of) management fees that are due or accrue in respect of any period prior to the Cut Off Date, or (vi) any liabilities or obligations with respect to the Interest pursuant to agreements other than the Portfolio Property Agreements.

“**Final Closing Deadline**” shall mean 31 March 2026 unless otherwise agreed between the parties.

“**Funded Capital Commitments**” shall mean, with respect to Seller and the Partnership, all Capital Commitments which have been paid by Seller after the Cut Off Date and on or prior to the Closing Date to the Partnership relating to the Interest and any amounts recontributed to such Partnership for reinvestment or other capital purposes under the applicable Portfolio Property Agreement, but excluding any such payment that relates to an Excluded Obligation. Such amounts are set forth on Schedule III.

“**Hong Kong Listing Rules**” shall mean the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited.

“**Indemnitee**” shall have the meaning set forth in Section 11(c)(i).

“**Indemnitor**” shall have the meaning set forth in Section 11(c)(i).

“**Interest**” shall mean the limited partner interest in the Partnership owned by Seller and set forth on Schedule I.

“Investment Lien” shall mean any Lien pertaining to the sale, assignment, disposition or transfer of the Interest (including any consents or approvals of transfers, options, rights of first refusal, co-sale and similar rights) arising out of or based on any Portfolio Property Agreement. For purposes of clarification, Investment Lien, includes any third-party Lien on the Interest with respect to indebtedness incurred by the Manager or the Partnership, regardless of whether or not such Lien arises out of or is based on any applicable Portfolio Property Agreement.

“IRR Threshold” means the threshold which will have been reached if the Buyers have received (after giving effect to all payments in respect of the Interest under the Partnership Agreements to be made on such calculation date) an internal rate of return of at least 17% (calculated and computing on an annualized basis on the basis of the actual number of days divided by 365) on the adjusted Purchase Price.

“Liability” means any debt, liability, commitment or obligation of any kind, whether fixed, contingent or absolute, matured or unmatured, liquidated or unliquidated, accrued or not accrued, asserted or not asserted, known or unknown, determined, determinable or otherwise, whenever or however arising (including, whether arising out of any Contract or tort based on negligence or strict liability).

“Lien” shall mean any lien, pledge, claim, security interest, encumbrance, charge, restriction or limitation of any kind, whether arising by agreement, operation of law or otherwise.

“Losses” shall have the meaning set forth in Section 11(a).

“LP Clawback Obligation” shall mean any Liabilities relating to the Interest or under the applicable Portfolio Property Agreement arising by operation of any “limited partner clawback,” “all partner clawback,” capital contribution, “recycling” provision or similar obligation to contribute capital or otherwise bear an economic burden (whether such contribution obligation or other economic burden shall be effected by repayment, drawdown, deduction from any capital account, set-off against any subsequent Distribution or otherwise) relating to (i) all or part of a Distribution made to Seller with respect to such Interest on or prior to the applicable Cut Off Date or (ii) any underlying portfolio investment attributable to such Interest that was otherwise realized (including by write-down or write-off), in whole or in part, on or prior to the applicable Cut Off Date, whether or not there was a distribution related to such realization event.

“LSG” shall mean Lai Sun Garment (International) Limited, the parent holding company of the Seller whose shares are listed on the Main Board of The Stock Exchange of Hong Kong Limited.

“LSG Shareholders’ Approval” shall mean the passing by the shareholders of LSG (other than those who are required by the Hong Kong Listing Rules to abstain from voting) of resolution(s) approving this Agreement and the transactions contemplated hereunder.

“Manager” shall mean, with respect to the Partnership, the general partner, investment adviser, manager or other Person or entity which controls such Partnership.

“Master Partnership” shall have the meaning set forth in Section 5(b).

“**NAV Threshold**” means USD 27,339,262.96¹

“**Partnership**” shall mean the issuer of the Interest as set forth on Schedule I.

“**Partnership Agreement(s)**” shall mean: (1) the initial limited partnership agreement dated 22 June 2017 entered into between Skycus Asset Management Limited, as general partner, and Hongtao Cheng, as initial limited partner, as amended by a second amended and restated limited partnership agreement dated 31 January 2018, and as further amended by a third amended and restated limited partnership agreement dated 19 May 2019 relating to Skycus China Fund, L.P., and / or, as the case may be, (2) the initial limited partnership agreement dated 23 July 2018 entered into between Skycus Asset Management Limited, as general partner, and Skycus China Fund, L.P., as initial limited partner, as amended by an amended and restated limited partnership agreement dated 3 January 2019 in relation to New Vision Fund, L.P..

“**Person**” shall mean any individual, corporation, partnership, limited liability company, joint venture, association, joint-stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

“**Portfolio Contractual Right**” shall mean any contractual right of Seller under any of the Portfolio Property Agreements (or otherwise) relating to the Interest, to the extent Seller has such rights, including, without limitation: (i) rights to be represented on committees of the Partnership and/or the Master Partnership, as the case may be; (ii) rights of first refusal on issuances of additional limited partner interests of the Partnership and/or the Master Partnership, as the case may be; (iii) rights of first refusal, first offer and co-sale among partners of the Partnership and/or the Master Partnership, as the case may be; and (iv) rights to receive financial and other information from the Partnership and/or the Master Partnership, as the case may be. Each Portfolio Contractual Right is set forth on Schedule II hereto.

“**Portfolio Property**” shall mean the Interest and Portfolio Property Agreements, including all of the Portfolio Contractual Rights.

“**Portfolio Property Agreement**” shall mean any agreement, instrument and document to which Seller is a party that governs or regulates the terms of Seller’s ownership in the Portfolio Property, including subscription agreement, partnership agreement, side letter and other similar agreements, and any schedules or exhibits thereto, in each case, as amended, modified or supplemented and in effect, but excluding any agreement between Seller and its consultants, agents and employees. The Portfolio Property Agreements are set forth in Schedule II hereto.

“**Pre-Closing Notice**” shall have the meaning set forth in Section 3(b).

“**Purchase Price**” shall have the meaning set forth in Section 4(a).

“**Remaining Capital Commitment**” shall mean with respect to Seller and the Partnership, the amount of Seller’s Capital Commitment to such Partnership in respect of the Interest that remains available for drawdown as of the Cut Off Date. Such amounts are set forth on Schedule I.

¹ Amount equals to 1x net asset value of the Interest as of 30 June 2025 transferred to the Buyers.

“**Securities**” shall have the meaning ascribed to that term in the Act.

“**Third Party Claim**” shall have the meaning ascribed to that term in Section 11(c)(i).

“**Solvent**” shall mean, with respect to any Person on a particular date, that on such date (i) the fair value of the property of such Person is greater than the total amount of Liabilities (including contingent Liabilities) of such Person, (ii) the present fair salable value of the assets of such Person is not less than the amount that will be required to pay the probable Liabilities of such Person on its debts as they become absolute and mature, (iii) such Person does not intend to, and does not believe that it will, incur debts or Liabilities beyond such Person’s ability to pay as such debts and Liabilities mature, and (iv) such Person is not engaged in business or a transaction, and is not about to engage in business or a transaction, for which such Person’s assets would constitute unreasonably small capital, within the meaning of the applicable insolvency laws in effect in any applicable jurisdiction. For such purposes, any contingent Liability (including pending litigation, contingent obligations, pension plan liabilities and claims for federal, state, local and foreign taxes, if any) is valued at the amount that, in light of all the facts and circumstances existing at such time, represents the amount that can reasonably be expected to become an actual or matured Liability.

“**Transfer Taxes**” shall mean all sales (including bulk sales), use, transfer (including real property transfers or gains), filing, recording, ad valorem, privilege, documentary, gains, gross receipts, registration, conveyance, excise, license, stamp, duties or similar taxes or fees (other than any fees and expenses of the Manager, Partnership, the Master Partnership, or the portfolio investments), together with any interest, additions or penalties with respect thereto and any interest in respect of such additions or penalties incurred in connection with any transaction contemplated by this Agreement, but not including any income taxes (or withholding taxes with respect thereto).

2. Sale and Purchase of the Portfolio Property.

Subject to the terms and conditions of this Agreement, and in reliance on the representations, warranties and agreements set forth in this Agreement, at Closing, in accordance with the proportions set forth on Schedule IB hereto, (i) Seller shall sell, assign, transfer and deliver to Buyers, and Buyers shall purchase and acquire from Seller, all of Seller’s right, title and interest in and to the applicable portion of the Portfolio Property transferred at Closing and (ii) Buyers agree to assume and perform from and after the Closing, only the duties, liabilities and obligations of Seller under the Portfolio Property Agreements arising after the applicable Closing Date with respect to the Interest (including, without limitation, any obligation of Seller to make any further capital contributions to the Partnership from and after the Closing), provided, however, that Buyers shall not assume any Excluded Obligations.

3. Closing.

(a) The Closing will take place on a Closing Date by exchange of executed documents via facsimile or email, or at such place as Buyers and Seller may agree. If any condition in Section 8 or 9 is not satisfied in any respect (or is not duly waived) at Closing, the party whose obligations are subject to such condition may extend the applicable Closing Date, but not past the Final Closing Deadline (during which extension the other party shall use all reasonable efforts to cause all such conditions to be satisfied in all respects). If all conditions are determined to be satisfied (or are duly waived) at such Closing (whether or not

delayed), such Closing shall be consummated. For the avoidance of doubt, the Seller shall not be obliged to complete the sale and purchase of Interest unless the sale and purchase of all the Interest by the Buyers is completed simultaneously.

(b) At least five (5) Business Days prior to Closing, Seller shall deliver to Buyers a notice (a “**Pre-Closing Notice**”) (i) specifying the Closing Date, (ii) setting forth the calculation of the Purchase Price of the Interest to be transferred, including the aggregate amount of all Funded Capital Commitments and Distributions included in such determination as set forth in Section 4, and (iii) including wire instructions for the account designated by Seller to which the Purchase Price shall be paid

(c) At Closing, Buyers shall deliver to Seller: (i) in accordance with the proportions set forth on Schedule IB hereto, the Purchase Price relating to the Interest being transferred by Seller, subject to adjustment in accordance with Section 4 and net of any withholding taxes attributable to the transfer or sale of the Interest, (ii) the certificates and other documents referred to in Section 8 to be delivered by Buyers as a condition to the consummation of the transactions contemplated under this Agreement, and (iii) if not theretofore delivered, all other instruments and documents required by the Partnership to be delivered by Buyers as a condition to the consummation of the transactions contemplated under this Agreement.

(d) At Closing, except as otherwise provided in Section 13, Seller shall deliver or cause to be delivered to Buyers: (i) the executed Assignment and Assumption Agreement and other Additional Seller’s Documents pursuant to which Seller shall convey the Interest it is transferring to Buyers, free and clear of all Liens, other than Investment Liens pertaining to Buyers and restrictions under federal and state securities laws, (ii) all of the applicable Portfolio Property Agreements and other documents that constitute a part of the Interest to be transferred at Closing which have not previously been delivered to Buyers, (iii) the certificates and other documents referred to in Section 9 to be delivered by Seller as a condition to the consummation of the transactions contemplated under this Agreement, and (iv) such Approvals as may, in the reasonable opinion of Buyers, be necessary to permit Buyers to acquire the Interest free and clear of all Liens, other than Investment Liens pertaining to Buyers and restrictions under federal and state securities laws, and to admit each Buyer as a substitute limited partner with respect to the Interest acquired by Buyer at Closing.

(e) Pursuant to the terms and conditions of this Agreement, and pursuant to the Assignment and Assumption Agreement, at Closing, Buyers shall, in accordance with the proportions set forth on Schedule IB hereto, assume the obligations and liabilities, without limitation, of Seller with respect to the Interest arising from and after the Closing Date arising under the applicable Portfolio Property Agreements relating to the Portfolio Property purchased pursuant to this Agreement at the Closing, provided, however, that Buyers shall not assume any Excluded Obligations. Except as set forth in the preceding sentence, Seller shall remain responsible for obligations or liabilities with respect to Excluded Obligations.

4. Purchase Price.

(a) The purchase price for the Interest (the “**Purchase Price**”) shall be the amount set forth opposite the name of the Partnership on Schedule I under the heading “Purchase Price (as of the Cut Off Date),” adjusted as follows: (i) the Purchase Price for the Interest shall be increased by an amount equal to the sum of all Funded Capital Commitments attributable to the Interest, and (ii) the Purchase Price of the Interest shall be reduced by an

aggregate amount equal to the sum of all Distributions with respect to such Interest after the Cut Off Date and on or prior to the Closing Date. For the avoidance of doubt, such adjustment to the Purchase Price shall be made in the currency in which the Interest is originally denominated. To the extent the parties discover after Closing that the amount of Funded Capital Commitments and/or Distributions used in calculating the Purchase Price with respect to the Interest was incorrect, the Purchase Price will be appropriately adjusted to take into account the actual Funded Capital Commitments and/or Distributions in respect of such Interest, and Buyers shall promptly pay to Seller or Seller shall promptly pay to Buyers, as applicable, the aggregate amount of such adjustment. In the event that due to Distributions made with respect to the Interest after the Cut Off Date, but on or prior to the applicable Closing Date, the Purchase Price for the Interest otherwise would be reduced below zero, Seller shall promptly pay to Buyers the aggregate amount of such excess reduction. Each such payments referred to in the two preceding sentences shall be made in accordance with the proportions set forth on Schedule IB hereto. Notwithstanding anything in this Agreement to the contrary, Buyers shall be entitled to deduct and withhold from the Purchase Price and any other payments made by it under this Agreement any amounts required to be deducted or withheld under applicable law. Any amounts so deducted or withheld shall be considered for all purposes of this Agreement to have been paid by Buyers to Seller in respect of which the deduction or withholding was made.

(b) Payment of Earn-Out.

- (i) Subject to Section 4(c), for the period from the Closing Date until (but not including) the fifth anniversary thereof, the Buyers shall pay the Seller an earn-out (the “**Earn-Out**”) as detailed in paragraph (ii) below only if the aggregate Distributions actually received by the Buyers from the Interest (excluding any Distributions forwarded to the Seller) since the Closing Date exceed both: (a) the NAV Threshold and (b) the IRR Threshold.
- (ii) The Buyers (in accordance with the proportions set forth on Schedule IB hereto) shall pay the Seller fifty per cent (50%) of such excess (i.e. the amount by which the aggregate Distributions since the Closing Date exceed the NAV threshold) (the “**Earn-Out Payment**”) from the Distributions actually received from the Interest that exceed the NAV Threshold. For the avoidance of doubt, the Seller shall not receive any “catch-up” payment for Distributions previously made or for amounts up to the applicable threshold and the Earn-Out applies only to the portion of aggregate Distributions since the Closing Date that exceed the NAV Threshold. An example of the Earn-Out calculation is appended in Schedule IV.
- (iii) The Buyers shall, promptly and in any case within ten (10) Business Days of their receipt of any Distribution where the aggregate Distributions received exceed both: (a) the NAV Threshold and (b) the IRR Threshold:
 - (1) calculate the Earn-Out payable in accordance with Section 4(b)(ii); and
 - (2) notify the Seller of such Earn-Out amount in writing.
- (iv) The Buyers shall, within fifteen (15) Business Days of notifying the Seller of any Earn-Out amount in writing, pay such Earn-Out amount to the Seller.
- (v) In the event the Manager notifies Buyers of any LP Clawback Obligation relating to a Distribution made after the Closing Date for which Seller has received a portion of the

Earn-Out, Buyers shall promptly notify Seller thereof, re-calculate the NAV Threshold and the IRR Threshold (providing all necessary supporting documents to Seller) and reduce the amount of the relevant Distributions by an amount equal to such LP Clawback Obligations. Seller shall have a period of ten (10) Business Days to review and object to such calculation and deliver a revised calculation. If, as a result of such final re-calculation, one (or both) of the NAV Threshold and the IRR Threshold is no longer met, Seller shall return to Buyers (in accordance with each Buyer's proportionate share Schedule IB) any LP Clawback Obligation that formed a portion of any Earn-Out previously paid by Buyers and Seller shall no longer receive its share of Distributions until the higher of the NAV Threshold and the IRR Threshold is again satisfied.

(c) Settlement In Case of Disagreement. Buyers and Seller will negotiate in good faith to resolve any disagreement in the calculation of any payment of the Earn-Out. If the parties are not able to resolve any such disagreements within ten (10) Business Days, any party may refer the disagreement to PwC on or after the next Business Day. If such firm is unwilling or unable to serve, the matter shall be referred to KPMG, if they are unable or unwilling to serve, Buyers and Seller shall jointly select another accounting firm of national standing that is not the independent auditor of (and does not otherwise serve as a consultant to) any Buyer or Seller (or their respective controlled affiliates). Buyers and Seller shall each prepare and make a submission (to include such party's calculations with respect to the remaining disputed items) to the accounting firm (with a copy to the other parties) within seven (7) Business Days from the appointment of said firm. Failure by any party to make a timely submission shall preclude such party from making, and the accounting firm from accepting or considering, any such submissions after such deadline and the disagreement shall be resolved in favor of the submitting party and against the party failing to timely make a submission. The accounting firm shall only consider those items and amounts as to which Buyers and Seller have not resolved and no other disagreements and must resolve all such unresolved disagreements in accordance with the terms and provisions of this Agreement. The accounting firm shall deliver to Buyers and Seller, as promptly as practicable and in any event within fifteen (15) days after such timely submission(s), a written report setting forth the resolution of such disagreements determined in accordance with the terms herein. The accounting firm shall select as a resolution the position of either Buyers or Seller for each disagreement determined solely in accordance with the terms and provisions of this Agreement (based solely on presentations and supporting material provided by the parties and not pursuant to any independent review or investigation) and may not impose an alternative resolution. Such report shall be final and binding upon all of the parties to this Agreement except to the extent the accounting firm fails to adhere to the provisions of this Section 4(c) or in the event of fraud or manifest error. The fees, expenses and costs of the accounting firm shall be borne by either Buyers or Seller as determined based on the party or parties having received the least absolute value of adjustments in their favor as awarded by the accounting firm with respect to the unresolved disagreements in the resolution of such disagreements, as determined by the accounting firm. All other costs, fees and expenses incurred by the parties in connection with resolving such dispute shall be borne by the party incurring such cost and expense.

5. Representations and Warranties of Seller.

Seller hereby represents and warrants to Buyers, as of the date of this Agreement and as of the Closing Date, as follows

(a) Authorization. Seller is an entity duly organized and validly existing in good standing under the laws of its jurisdiction of organization. Seller has the requisite power and authority to enter into, execute and deliver this Agreement and each of the Additional Seller's Documents, and to perform all of the obligations to be performed by it hereunder and thereunder. This Agreement has been, and each of the Additional Seller's Documents will have been at the Closing, duly authorized, executed and delivered by it, and this Agreement constitutes, and each of the Additional Seller's Documents will constitute at the Closing, valid and binding obligation of Seller, enforceable against Seller in accordance with its respective terms, subject to applicable bankruptcy, insolvency, reorganization and moratorium laws and other laws of general application affecting enforcement of creditors' rights generally.

(b) Title to Interest. Seller owns all right, title and interests (legal and beneficial) in the Interest (held by the Seller directly in the feeder fund, as per Schedule I) to be transferred to Buyer at the Closing and as of the Closing Date, free and clear of all Liens other than Investment Liens and restrictions under federal and state securities laws. To Seller's knowledge solely based on the information provided to it by the Manager, the Partnership holds the limited partnership interest in Pink Crystal China Fund, L.P. (formerly known as Skycus China Fund, L.P.) (the "**Master Partnership**"). Except as noted on Schedule II, Seller was the original purchaser of the Interest from the Partnership and has been the legal and beneficial owner of the Interest since that date. Seller does not own any interest in any alternative investment vehicle to the Partnership nor directly an interest in the Master Partnership (but only indirectly, through the Partnership). Except as otherwise required in Section 13, upon delivery of the Interest to Buyers and payment to Seller of the Purchase Price for such Interest, Buyers will acquire the legal and beneficial interest to such Interest free and clear of all Liens other than (i) Investment Liens pertaining to Buyers and restrictions under federal and state securities laws and (ii) any Liens created by Buyers. Except as referred to in Section 13, all of the Approvals will have been duly obtained or waived on or before the Closing Date, and, in the case of any rights of first refusal, will have been duly waived or all applicable notice periods will have expired without such rights having been exercised on or before the Closing Date, by all interested parties.

(c) No Conflicts. Neither the execution and delivery of this Agreement or the Additional Seller's Documents, nor the performance or consummation of the transactions contemplated hereby or thereby by Seller, will conflict with, result in the breach of, constitute a default under, or accelerate performance provided by the terms of: (i) any law, rule or regulation of any government or governmental or regulatory agency, or any judgment, order writ, decree, permit or license of any court or governmental or regulatory agency to which Seller may be subject; (ii) any Portfolio Property Agreement, contract, agreement, commitment or instrument to which Seller is a party or by which any of its assets is bound; or (iii) Seller's constituent documents or other governing instruments (or constitute an event which, with the passage of time or action by a third party, would result in any of the foregoing). The execution and delivery of this Agreement by Seller and the performance and consummation of the transactions contemplated hereby do not require any registration, filing, qualification, consent or approval under any such law, rule, regulation, judgment, order, writ, decree, permit or license to which Seller may be subject. Neither the execution and delivery of this Agreement or the Additional Seller's Documents nor the performance or consummation of the transactions contemplated hereby by Seller will result in the creation of any Lien (other than an Investment Lien) upon any of the Portfolio Property.

(d) Agreements and Commitments.

(i) Seller and/or the Manager has/have furnished to Buyers copies of all Portfolio Property Agreements relating to the Interest, in each case in the form provided to Seller by the Manager. Schedule II sets forth a list of the documents and agreements (including amendments and schedules thereto) that constitute the Portfolio Property Agreements and the Portfolio Contractual Rights. Seller has used commercially reasonable efforts to assist Buyers in obtaining any additional documents relating to such Interest. Other than this Agreement and as set forth on Schedule II, Seller is not a party to any contract, agreement or commitment with respect to the Interest.

(ii) Seller has timely contributed to the capital of the Partnership all amounts which it was required to contribute pursuant to the terms of the relevant Portfolio Property Agreements, and, except for the Remaining Capital Commitment set forth on Schedule I, Seller has no obligation to make any further capital contributions or other payments, including capital contributions for management fees or obligations to loan money, to the Partnership. Seller has participated in each investment made by the Partnership and has not opted out or been excluded, voluntarily or involuntarily, from any investments of the Partnership pursuant to the terms of the Portfolio Property Agreements or otherwise. Seller has paid all management fees due and payable by it pursuant to the terms of the relevant Portfolio Property Agreements, including all such fees payable on or prior to the Closing Date. Seller has not made any voluntary capital contributions or written commitments to the Partnership nor have any been made on behalf of it.

(iii) Seller (a) is not required to return any Distributions or portions of Distributions previously received by it from the Partnership, (b) is not in default or breach, nor, to Seller's knowledge, is there any basis for any valid claim of default or breach, under any Portfolio Property Agreement made or obligation owed by it with respect to the Partnership or, to Seller's knowledge solely based on the information provided to it by the Manager, the Master Partnership, (c) has furnished Buyer with copies of all material correspondence and other written communications sent by or on behalf of Seller to, or received by or on behalf of Seller from, the Partnership and/or the Master Partnership as appropriate, or any of the partners of the Partnership relating to this Agreement or the transactions contemplated by this Agreement, (d) has not elected to be treated as a "blocker partner" or participated in any underlying investment of the Partnership through an entity treated as a corporation for U.S. federal tax purposes except as noted on Schedule II, and (e) has not participated in any underlying investment of the Partnership through any alternative investment vehicle.

(e) Litigation. There is no action, suit, claim, proceeding, arbitration, governmental inquiry or investigation or other action pending or, to Seller's knowledge, threatened against Seller, at law or in equity, before or by any governmental or regulatory department, commission, board, bureau, agency or instrumentality, domestic or foreign, which, if adversely determined, would question the validity of, or prevent or delay the consummation of, the transactions contemplated by this Agreement or Seller's ability to perform its obligations hereunder or materially and adversely affects Seller's ability to transfer the Interest being transferred by Seller pursuant to this Agreement. To Seller's knowledge, having made reasonable inquiries with the Manager of the Partnership, there is no action, suit, claim, proceeding, arbitration, governmental inquiry or investigation pending against the Partnership, the Master Partnership or the Manager at law or in equity, before or by any governmental or regulatory department, commission, board, bureau, agency or

instrumentality, domestic or foreign, which, if adversely determined, would materially and adversely affect the Partnership or the Interest being transferred by Seller pursuant to this Agreement. There is no action or suit by Seller pending or threatened against any other Person relating to the Interest or the Partnership.

(f) Brokers. Seller has not, directly, or indirectly, dealt with anyone acting in the capacity of a finder or broker, nor has Seller incurred any obligations for any finder's or broker's fee or commission, in connection with the transactions contemplated by this Agreement.

(g) Employee Benefit Plan. Seller is not, and is not acting on behalf of, an employee benefit plan or "benefit plan investor" within the purview of ERISA.

(h) Lists of Distributions, Capital Commitment, etc. The Interest has been duly authorized and is validly issued, fully paid (other than the Remaining Capital Commitment) and non-assessable, being understood that in relation to the fund interest(s) held by the feeder fund in the master fund this representation is given by the Seller solely based on the information provided to it by the Manager). Schedule I and Schedule III contains true and accurate lists of: (A) the Interest owned and being transferred by Seller; (B) the amount of the Capital Account Balance of Seller in the Partnership with respect to each such Interest as of the Cut Off Date; (C) Seller's total Capital Commitment to such Partnership with respect to such Interest; (D) Seller's total Remaining Capital Commitment to the Partnership with respect to the Interest as of the Cut Off Date and as of the Closing Date; (E) the Purchase Price for the Interest as of the Cut Off Date and as of the Closing Date; (F) the date and value of all Distributions received by Seller with respect to the Interest after the Cut Off Date and on or prior to the Closing Date; (G) a list of all distribution notices (including the dates and amounts of such distribution notices) received by or on behalf of Seller from the Partnership relating to a Distribution to be received by Seller after the Cut-Off Date; (H) all Funded Capital Commitments, showing the date and amount of each payment; and (I) all capital contributions to the Partnership that are due but not paid as of the Closing Date, and where applicable, the scheduled date and amount of each. To the knowledge of Seller, no other Person, except as set forth in the Portfolio Property Agreements, has any options, calls, warrants, commitments or rights of any character whatsoever to acquire an interest in the Partnership that would reduce Seller's percentage ownership in the Partnership. Seller has delivered, or has had delivered on its behalf, to Buyers true and complete copies of the most recent year end audited financial statements, and the most recent quarter-end financial statements, of the Partnership, as provided to Seller.

(i) Certain Conduct. Seller has not (i) sold, assigned, transferred, delivered or otherwise disposed of any of the Portfolio Property which Seller is transferring to Buyers; (ii) converted, exchanged or redeemed the Interest being transferred by Seller pursuant to this Agreement; (iii) forgiven, released or compromised any indebtedness owed to it by the Partnership other than upon full payment thereof or demanded payment of any indebtedness owed to it by the Partnership in which Seller has an Interest that is being transferred pursuant to this Agreement; (iv) amended, canceled or terminated any Portfolio Property Agreement or entered into any new Portfolio Property Agreement; (v) waived, amended, canceled, terminated, exercised or failed to exercise any of the material Portfolio Contractual Rights; (vi) created or permitted to exist any Lien on any portion of the Portfolio Property being transferred by Seller pursuant to this Agreement, other than Investment Liens; (vii) taken any action or (upon notice from the Partnership or the Manager) failed to take any action that

would cause Seller to incur a penalty or other specified consequence under any of the Portfolio Property Agreements; nor (viii) agreed to do any of the foregoing.

(j) Tax Matters.

(i) To the best of Seller's knowledge, based solely upon information provided by the Manager of the Partnership and its portfolio investments, Seller has not been made aware of (a) any obligation to file an income tax return in any jurisdiction solely as a result of the Partnership's or Master Partnership's investment or activities in such jurisdiction, (b) any obligation to make tax payments in any jurisdiction solely as a result of the Partnership's investment or activities in such jurisdiction, and (c) any withholding obligation imposed with respect to income allocable to or amounts distributed to Seller by the Partnership.

(ii) The Partnership is classified as a partnership for U.S. tax purposes and is not a "publicly traded partnership" as defined in Treasury Regulations Section 1.7704-1.

(iii) FIRPTA. None of the assets of the Partnership (indirectly through the Master Partnership) consists of "United States real property interests" as defined in Section 897(c) of the United States Internal Revenue Code of 1986, as amended (the "**Code**").

(k) Financial Statements. To the best of Seller's knowledge, the information set forth in the financial statements, statements of capital accounts and other reports that Seller has received from the Partnership or the Manager was true and correct in all material respects as of the date thereof.

(l) Solvency. Seller has not: (1) made a general assignment for the benefit of creditors; (2) filed any voluntary petition in bankruptcy or suffered the filing of any involuntary petition by its creditors; (3) suffered the appointment of a receiver to take possession of all, or substantially all, of its assets; (4) suffered the attachment or other judicial seizure of all, or substantially all, of its assets; (5) admitted in writing its inability to pay its debts as they come due; or (6) made an offer of settlement, extension or composition to its creditors generally. Seller is Solvent, and was Solvent before, and will be Solvent after, giving effect to the transactions to be effected on the Closing Date. No transfer of the Interest is being made by Seller with the intent to hinder, delay, or defraud either present or future creditors of Seller.

(m) Limited Liability. Seller has not received any notice that the limited liability of the partners or shareholders of the Partnership has not been recognized in any jurisdiction applicable to such Partnership.

(n) Compliance with Law. Neither Seller nor anyone acting on Seller's behalf has offered to sell the Interest by means of any general solicitation or general advertising. Seller's ownership of the Interest has been conducted in all material respects in accordance with all applicable laws, rules, regulations and other requirements of all governmental authorities having jurisdiction over Seller.

(o) Anti-Money Laundering Matters. Seller acknowledges that Buyers seek to comply with all applicable anti-money laundering laws and regulations. In furtherance of these efforts, Seller represents, warrants and agrees that, to the best of its knowledge: (i) no part of the funds used by Seller to fund its investments in the Interest or to satisfy its capital

commitment obligations with respect thereto has been, or shall be, directly or indirectly derived from, or related to, any activity that may contravene United States federal or state or non-United States anti-money laundering laws and regulations and (ii) no capital commitment, contribution or payment to the Partnership by Seller has caused or shall cause Buyer or the Partnership or the Manager to be in violation of any applicable anti-money laundering laws or regulations including, without limitation, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001 and the United States Department of the Treasury Office of Foreign Assets Control regulations.

(p) Disclosure. Seller is a sophisticated, experienced investor, capable of evaluating the value of the Interest, has made its own due diligence analysis in its decision to effect the sale of the Interest pursuant to this Agreement, and has not relied upon any representations, warranties, covenants, or agreements of Buyers other than those set forth in this Agreement. Seller acknowledges that Buyers have no obligation to provide information to Seller relating to the value of the Interest or otherwise, except as specified in this Agreement.

(q) Independent Appraisal.

(i) Seller acknowledges that Buyers may be in possession of material, nonpublic information relating to the Interest and, in that event, Buyers will not disclose such information to Seller. Seller further acknowledges and agrees that Buyers have no obligation to disclose to Seller any such material, nonpublic information. Seller further acknowledges that (x) it is not relying on there having been disclosed any such material or potentially material information which is not disclosed, and (y) any such information may be materially adverse to Seller's interests, and if Seller was in possession of some or all of any such information, Seller might not sell the Interest to Buyers. Seller further acknowledges that it is prepared to sell the Interest to Buyers on the foregoing basis and hereby waives any right to rescind or invalidate the sale of the Interest to Buyers or to seek any damages or other remuneration from Buyers based on the possession of any such material, nonpublic information by Buyers or the lack of possession of any such material, nonpublic information by Seller.

(ii) Seller acknowledges that it has made its own due diligence analysis, credit analysis and decision to sell the Interest, and that it is responsible for making its own evaluation of any information about the Partnership, the Master Partnership or Buyers that it may receive either directly from the Partnership or from Buyers, and that none of Buyers or any affiliate, partner, employee, officer or director thereof (x) makes any representation or warranty or gives any undertaking of any kind, express or implied, as to, or accepts or assumes any responsibility or liability of any kind for, the accuracy, reliability, adequacy, completeness or reasonableness of any such information or any assumptions upon which such information is based or (y) shall be under any obligation to provide access to or advise Seller or any other person of the existence of any additional information or to review, update or correct any inaccuracy in any information about the Partnership or the Master Partnership (or any assumptions upon which such information is based) supplied by it or by any other person (including the Partnership and the Master Partnership) or be otherwise liable to Seller or to any other person with respect to any such information or assumptions. Seller acknowledges that Buyers have not given Seller any investment advice and that the Purchase Price may be more or less than the fair market value of the Interest.

6. Representations and Warranties of Buyers.

Each Buyer, severally but not jointly, hereby represents and warrants to Seller, as of the date of this Agreement and as of the Closing Date, with respect to itself as follows:

(a) Authorization. Buyer is an entity duly organized and validly existing in good standing under the laws of its jurisdiction of organization. Buyer has the requisite power and authority to enter into, execute and deliver this Agreement and each of the Additional Buyer's Documents, and to perform all of the obligations to be performed by it hereunder and thereunder. This Agreement has been, and each of the Additional Buyer's Documents will have been at the Closing, duly authorized, executed and delivered by it, and this Agreement constitutes, and each of the Additional Buyer's Documents will constitute at the Closing, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its respective terms, subject to applicable bankruptcy, insolvency, reorganization and moratorium laws and other laws of general application affecting enforcement of creditors' rights generally.

(b) No Conflicts. Neither the execution and delivery of this Agreement or the Additional Buyer's Documents, nor the performance or consummation of the transactions contemplated hereby by Buyer, will conflict with, result in the breach of, constitute a default under or accelerate the performance required by the terms of: (i) any law, rule or regulation of any government or governmental or regulatory agency; (ii) any judgment, order, writ, decree, permit or license of any court or governmental or regulatory agency to which Buyer may be subject; (iii) any contract, agreement, commitment or instrument to which Buyer is a party or by which it or any of its assets is bound; or (iv) Buyer's constituent documents or other governing instruments (or constitute an event which, with the passage of time or action by a third party, would result in any of the foregoing). The execution and delivery of this Agreement by Buyer and the performance and consummation of the transactions contemplated hereby do not require any registration, filing, qualification, consent or approval under any such law, rule, regulation, judgment, order, writ, decree, permit or license to which Buyer may be subject.

(c) Acknowledgments. Buyer is acquiring the Interest for Buyer's own account, for investment and not with a view to the distribution or resale thereof, except in compliance with the Act and applicable state securities laws. Buyer has such knowledge and experience in financial and business matters and in making investments of this type that it is capable of evaluating the merits and risks of purchasing the Interest. Buyer is an "accredited investor," as that term is defined in Rule 501(a) of Regulation D under the Act.

(d) Litigation. There is no action, suit, claim, proceeding, arbitration, governmental inquiry or investigation pending or, to Buyer's knowledge, threatened against Buyer, at law or in equity, before or by any governmental or regulatory department, commission, board, bureau, agency or instrumentality, domestic or foreign, which, if adversely determined, would question the validity of, or prevent or delay the consummation of, the transactions contemplated by this Agreement or Buyer's ability to perform its obligations hereunder or materially and adversely affects Buyer's ability to buy the Interest pursuant to this Agreement.

(e) Brokers. Buyer has not, directly or indirectly, dealt with anyone acting in the capacity of a finder or broker and has not incurred any obligations for any finder's or broker's fee or commission in connection with the transactions contemplated by this Agreement.

(f) Anti-Money Laundering Matters. Buyer acknowledges that Seller seeks to comply with all applicable anti-money laundering laws and regulations. In furtherance of these efforts, Buyer represents, warrants and agrees that, to the best of its knowledge: (i) no part of the funds used by Buyer to acquire the Interest or to satisfy its capital commitment obligations with respect thereto has been, or shall be, directly or indirectly derived from, or related to, any activity that may contravene United States federal or state or non-United States anti-money laundering laws and regulations and (ii) no capital commitment, contribution or payment to Seller or to the Partnership by Buyer shall cause Seller or the Partnership or the Manager to be in violation of any applicable anti-money laundering laws or regulations including, without limitation, the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT) Act of 2001 and the United States Department of the Treasury Office of Foreign Assets Control regulations.

(g) Independent Appraisal.

(i) Buyer acknowledges that Seller may be in possession of material, nonpublic information relating to the Interest and, in that event, Seller will not disclose such information to Buyer. Buyer further acknowledges and agrees that Seller has no obligation to disclose to Buyer any such material, nonpublic information. Buyer further acknowledges that (x) it is not relying on there having been disclosed any such material or potentially material information which is not disclosed, and (y) any such information may be materially adverse to Buyer's interests, and if Buyer was in possession of some or all of any such information, Buyer might not purchase the Interest from Seller. Buyer further acknowledges that it is prepared to purchase the Interest from Seller on the foregoing basis and hereby waives any right to rescind or invalidate the purchase of the Interest from Seller or to seek any damages or other remuneration from Seller based on the possession of any such material, nonpublic information by Seller or the lack of possession of any such material, nonpublic information by Buyer.

(ii) Buyer acknowledges that it has made its own due diligence analysis, credit analysis and decision to buy the Interest, and that it is responsible for making its own evaluation of any information about the Partnership, the Master Partnership or Seller that it may receive either directly from the Partnership or from Seller, and that, except as otherwise set forth herein, none of Seller or any affiliate, partner, employee, officer or director thereof (x) makes any representation or warranty or gives any undertaking of any kind, express or implied, as to, or accepts or assumes any responsibility or liability of any kind for, the accuracy, reliability, adequacy, completeness or reasonableness of any such information or any assumptions upon which such information is based or (y) shall be under any obligation to provide access to or advise Seller or any other person of the existence of any additional information or to review, update or correct any inaccuracy in any information about the Partnership or the Master Partnership (or any assumptions upon which such information is based) supplied by it or by any other person (including the Partnership and the Master Partnership) or be otherwise liable to Seller to any other person with respect to any such information or assumptions. Buyer acknowledges that Seller has not given Buyer any investment advice and that the Purchase Price may be more or less than the fair market value of the Interest.

7. Covenants.

(a) Cooperation. (i) Buyers, on the one hand, and Seller, on the other hand, shall cooperate fully with each other in furnishing any information or performing any action reasonably requested by the other party, which information or action is necessary to the timely and successful consummation of the transactions contemplated by this Agreement. Without limiting the generality of the foregoing, (x) Seller shall cooperate with Buyers to have the Partnership provide Buyers with the opportunity to verify the Capital Account Balances of Seller on the books of the Partnership, and (y) the parties will work cooperatively together toward obtaining the Approvals. In the event that Seller obtains actual knowledge of an inaccuracy or omission with respect to Schedule I, Schedule II or Schedule III, Seller shall provide notice of such inaccuracy or omission to Buyers as soon as is reasonably practicable.

(ii) In the event that as a condition to obtaining the Approval of the Manager to the transfer of the Interest, such Manager requires Seller and Buyers to jointly or jointly and severally indemnify such Manager and/or the Partnership in the Assignment and Assumption Agreement, Seller and Buyers agree as follows:

(A) each of Buyers and Seller shall be liable for amounts owed under such indemnification provision that result from such party's acts or omissions (including any inaccuracy in or breach of any representation or warranty of such party contained in such Assignment and Assumption Agreement or any failure by such party to perform any covenant, agreement or obligation of such party contained in such Assignment and Assumption Agreement);

(B) each of Buyers and Seller shall be liable for 50% of any amounts owed under such indemnification provision that do not result from the acts or omissions of either party; and

(C) each of Buyers and Seller shall use commercially reasonable efforts to include terms comparable to the terms set forth in clauses (A) and (B) above in any Assignment and Assumption Agreement that requires Seller and Buyers to jointly or jointly and severally indemnify a third party.

(b) Certain Matters Pending Final Closing. Seller agrees that from the date of this Agreement until the Final Closing:

(i) *Certain Conduct Pending Final Closing.* Seller shall provide Buyers with prompt written notice of (1) any Distributions received or expected by Seller after the Cut Off Date and on or prior to the Closing Date with respect to the Interest to be transferred pursuant to this Agreement and (2) any rights to take an action with respect to the Interest. Except as consented to by Buyers in writing (such consent not to be unreasonably withheld or delayed), Seller will not: (A) other than pursuant to the exercise of a right of first refusal pursuant to any of the Portfolio Property Agreements, dispose, liquidate, mortgage, sell, assign, transfer, deliver or solicit any bids for, or enter into any discussions with a prospective purchaser of the Interest to be transferred pursuant to this Agreement; (B) consent to, amend, modify, cancel or terminate any of the Portfolio Property Agreements or the Portfolio Contractual Rights, in each case with respect to the Interest being sold by Seller, or enter into any agreement relating thereto or to the Interest being sold by Seller; (C) forgive, release, compromise or demand payment of any indebtedness owed to it by the Partnership other than upon full payment thereof; (D) fail in any manner to perform fully, or take any action or omit

to take any action that would constitute a breach of, its obligations under any of the Portfolio Property Agreements or the Portfolio Contractual Rights, in each case with respect to the Interest being sold by Seller hereunder; (E) make any voluntary capital contribution or fail to make any required capital contribution to the Partnership; (F) create or permit to exist any Lien on the Interest other than the Investment Liens and restrictions under federal and state securities laws; (G) take any action the effect of which would be to incur a penalty or other specified consequence under any of the Portfolio Property Agreements or the Portfolio Contractual Rights, including the conversion of all or a portion of the Interest to a fixed obligation, in each case with respect to the Interest being sold by Seller hereunder; (H) take any action which would result in a reduction in Seller's percentage of ownership in the Partnership with respect to the Interest being sold by Seller hereunder; (I) waive any material right with respect to the Interest; (J) to the extent any underlying investment of the Partnership (through the Master Partnership) will be treated as a "pass-through" entity for United States federal income tax purposes, and income from such investment may be taxed as "income effectively connected to a United States trade or business" to a non-U.S. investor, participate in such underlying investment other than through an alternative investment vehicle which is a "blocker entity" treated as a corporation for U.S. federal income tax purposes, if such Partnership offers the Seller the right to participate in such underlying investment through such alternative investment vehicle; or (K) agree to do any of the foregoing.

(ii) *No Solicitation.* Seller will not, and will cause its officers, directors, affiliates, agents and representatives not to, initiate contact with, solicit or otherwise discuss any inquiry or proposal by any other corporation, general or limited partnership, limited liability company, Person or other entity or group in connection with (A) any proposed sale or transfer of the Interest, or (B) any similar transaction with respect to the Interest unless (x) required by the terms of the relevant Portfolio Property Agreement or any Portfolio Contractual Right, or (y) a Closing with respect to the Interest has not occurred by the Final Closing Deadline.

(iii) *No Rescinding of Authorization.* Seller shall not rescind any authorizing action taken in connection with the transactions contemplated by this Agreement, nor shall Seller take any other action materially inconsistent with this Agreement and the Additional Seller's Documents.

(iv) *Notices; Quarterly and Annual Reports.* Seller shall give prompt notice to Buyers of the receipt by Seller of (A) any notice or other communication relating to a default or event which, with notice or lapse of time or both, would become a default, under any of the Portfolio Property Agreements or the Portfolio Contractual Rights, in each case with respect to the Interest being sold by Seller hereunder, (B) any notice or other communication (including, without limitation, quarterly and annual reports of any Partnership or the Master Partnership, in each case with respect to the Interest being sold by Seller hereunder, or other financial statements or similar information) from or on behalf of the Partnership or any partner of the Partnership, (C) any notice or other communication relating to any contemplated or pending claim, action, suit, proceeding or investigation by any governmental department, commission, board, agency, instrumentality or authority involving or relating to the Partnership, the Master Partnership or the Interest, and (D) any matter which would cause any change with respect to any representation made in this Agreement. With respect to any such notice or other communication, Seller shall inform Buyers of the receipt

and substance thereof and, if in writing, shall promptly furnish Buyers with a copy thereof (including any related materials).

(d) Execution, Exchange and Maintenance of Documents. The parties acknowledge that all documents entered into, exchanged and executed in connection with the consummation of the transactions contemplated by this Agreement, including for the avoidance of doubt this Agreement itself, shall be entered into, exchanged and executed outside the United Kingdom, France or any other country which may impose transfer or similar taxes or duties on the entry into, exchange or execution of this Agreement. Seller and Buyers shall use commercially reasonable efforts to maintain all original documents entered into, exchanged and executed in connection with the consummation of the transactions contemplated by this Agreement outside the United Kingdom, France or any other country which may impose transfer or similar taxes or duties on such documents if brought into such country.

8. Conditions to Obligations of Seller.

The obligations of Seller to consummate the transactions contemplated by this Agreement at the Closing are subject to the LSG Shareholders' Approval (if required by The Stock Exchange of Hong Kong Limited) and, at the option of Seller, subject to each of the following conditions, and each Buyer shall use all reasonable efforts to cause each such condition to be timely satisfied:

(a) Representations and Warranties. The representations and warranties of Buyers contained in this Agreement and in the Additional Buyer's Documents shall be true and accurate in all material respects as of the date when made and at and as of the Closing Date as though such representations and warranties were made at and as of the Closing Date.

(b) Performance. Buyers shall have performed in all material respects all agreements and obligations and complied with all conditions required by this Agreement to be performed or complied with by Buyers at or prior to the Closing.

(c) Legal Proceedings. No statute, law regulation, judgment or order of any nature issued by a court of competent jurisdiction or government authority restraining, prohibiting or affecting the consummation of the transactions contemplated by this Agreement shall be in effect, and no claim, suit, action, investigation, inquiry or other proceeding by any government body or other Person shall be pending or threatened which questions the validity or legality of the transactions contemplated by this Agreement; provided, however, that the provisions of this Section 8(c) shall not apply if Seller has directly or indirectly solicited or encouraged any such action, suit, claim, proceeding, arbitration, governmental inquiry or investigation.

(d) Certificate. Each Buyer shall have furnished Seller with a certificate, the form of which is attached as Exhibit A, dated as of the Closing Date and signed by an authorized signatory of such Buyer to the effect that such Buyer has performed and complied with the conditions set forth in Sections 8(a) and 8(b) above.

(e) Approvals. All Approvals required to permit the transfer and assignment to Buyers of the applicable Portfolio Property relating to the Interest to be transferred at the Closing shall have been obtained in form and substance reasonably satisfactory to Seller and any other consents and approvals required to be obtained by Buyers from any court,

governmental agency, creditor or any other Person for the execution, delivery and performance of this Agreement and the Additional Buyer's Documents on the part of Buyers with respect to the Interest shall have been obtained.

(f) Delivery of Purchase Price. Buyers shall have delivered the adjusted the Purchase Price to Seller in the manner described in Section 4 with respect to the Interest being sold at Closing.

(g) Delivery of Assignment and Assumption Agreements. The Assignment and Assumption Agreements with respect to the Interest being purchased by Buyers at the Closing shall have been executed by Buyers (and by the Manager of the Partnership that is required to execute any such agreements) and delivered by Buyers to Seller.

(h) No Rescinding of Authorization. Buyers shall not have rescinded any authorizing action taken in connection with the transactions contemplated by this Agreement, nor shall Buyers have taken any other action materially inconsistent with this Agreement or the Additional Buyer's Documents to which they are a party.

With regards to the LSG Shareholders' Approval (if required by The Stock Exchange of Hong Kong Limited), the Seller (i) shall procure that the controlling shareholders (as defined in the Hong Kong Listing Rules) vote in favour of said approval and (ii) shall use its reasonable endeavours to cooperate with LSG for the purposes of securing the supporting votes of the remaining shareholders.

9. Conditions to Obligations of Buyers.

The obligations of Buyers to consummate the transactions contemplated by this Agreement at Closing are subject to the LSG Shareholders' Approval (if required by the Stock Exchange of Hong Kong Limited) and, at the option of Buyers, subject to each of the following conditions, and Seller shall use all reasonable efforts to cause each such condition to be timely satisfied:

(a) Representations and Warranties. The representations and warranties of Seller contained in this Agreement and in the Additional Seller's Documents shall be true and accurate in all material respects as of the date when made and at and as of the Closing Date as though such representations and warranties were made at and as of the Closing Date.

(b) Performance. Seller shall have performed in all material respects all agreements and obligations and complied with all conditions required by this Agreement to be performed or complied with by Seller at or prior to the Closing.

(c) Legal Proceedings. No statute, law regulation, judgment or order of any nature issued by a court of competent jurisdiction or government authority restraining, prohibiting or affecting the consummation of the transactions contemplated by this Agreement shall be in effect, and no claim, suit, action, investigation, inquiry or other proceeding by any governmental body or other Person shall be pending or threatened which questions the validity or legality of the transactions contemplated by this Agreement; provided, however, that the provisions of this Section 9(c) shall not apply if Buyer has directly or indirectly solicited or encouraged any such action, suit, claim, proceeding, arbitration, governmental inquiry or investigation.

(d) Certificates.

(i) *Closing Certificate.* Seller shall have furnished Buyers with a certificate, the form of which is attached as Exhibit B, dated as of the Closing Date and signed by an authorized signatory of Seller to the effect that Seller has performed and complied with the conditions set forth in Sections 9(a) and 9(b) above and that all of the Approvals with respect to the Interest Seller is transferring have been obtained.

(ii) *FIRPTA Certificate.* Seller shall have furnished Buyers prior to the Closing Date and dated not earlier than thirty (30) days before the Closing Date with either (i) a certificate in the form attached hereto as Exhibit C and signed by an authorized signatory of Seller, to the effect that Seller is not a foreign person for purposes of Section 1445 of the Code, or (ii) a certificate in the form attached hereto as Exhibit D and signed by the general partner of the Partnership, to the effect that either 50% or more of the value of the gross assets of the Partnership does not consist of U.S. real property interests or that 90% or more of the value of the gross assets of the Partnership does not consist of U.S. real property interests plus cash or cash equivalents; provided, if Seller fails to deliver either such certificate to Buyers, Buyers shall effect this transaction and withhold tax as required by applicable law from the Purchase Price.

(iii) *Section 1446(f) Certificate.* Seller shall have furnished Buyers prior to the Closing Date and dated not earlier than thirty (30) days before the Closing Date with either (i) a certificate in the form attached hereto as Exhibit C and signed by an authorized signatory of Seller, to the effect that Seller is not a foreign person for purposes of Section 1446(f) of the Code, or (ii) a Certification and Affidavit Regarding Historical ECI in the form attached as Exhibit E hereto and signed by an authorized signatory, or (iii) a certificate issued by each relevant Partnership and signed under penalties of perjury no earlier than 30 days before the Closing Date, certifying that if such Partnership had sold all of its assets at their fair market value, the amount of gain that would have been effectively connected with the conduct of a trade or business within the United States would be less than 10 percent of the total gain, including gain treated as effectively connected with a trade or business in the United States under Section 897 of the Code in substantially the form attached hereto as Exhibit F; provided, if Seller fails to deliver any such certificate to Buyers, Buyers shall effect this transaction and withhold tax as required by applicable law from the Purchase Price.

(e) Approvals. All Approvals required to permit the transfer and assignment to Buyers of the applicable Portfolio Property relating to the Interest to be transferred at the Closing shall have been obtained in form and substance reasonably satisfactory to Buyers and any other consents and approvals required to be obtained by Seller from any court, governmental agency, creditor or any other Person for the execution, delivery and performance of this Agreement and the Additional Seller's Documents on the part of Seller shall have been obtained.

(f) Delivery of Assignment and Assumption Agreements. The Assignment and Assumption Agreements with respect to the Interest being purchased by Buyers at the Closing shall have been executed by Seller (and by the Manager of the Partnership that is required to execute any such agreements) and delivered by Seller to Buyers.

(g) Delivery of Schedules. With respect to the Interest, Seller shall deliver to Buyers on or prior to the Closing Date an amended Schedule I (solely as to the columns related to Distributions and Funded Capital Commitments after the Cut Off Date, as well as

the calculation of the net adjusted Purchase Price) and Schedule III updated to reflect any changes from the date of this Agreement through and including such Closing Date, to be verified with the Manager of the Partnership prior to such Closing Date.

(h) No Rescinding of Authorization. Seller shall not have rescinded any authorizing action taken in connection with the transactions contemplated by this Agreement, nor shall Seller have taken any other action materially inconsistent with this Agreement and the Additional Seller's Documents to which it is a party.

(i) Covered Foreign Person. Manager confirms, in a form satisfactory to Buyer, that the Partnership is not a "covered foreign person" as that term is defined in Title 31 of the US Code of Federal Regulation §850.209.

10. Survival of Representations and Warranties.

Each and every representation and warranty in this Agreement, the Schedules to it, the Additional Seller's Documents and the Additional Buyer's Documents shall survive the Closing and shall be fully effective and enforceable for a period of two (2) years from such Closing Date, except that the representations and warranties contained in Sections 5(d), 5(f), 5(j) and 6(e) shall survive until the expiration of the applicable statute of limitations thereto and the representations and warranties contained in Sections 5(a), 5(b) and 6(a) shall survive until the dissolution and final distribution of the Partnership. Any investigation or other examination that may be made at any time by or on behalf of a party to which representations and warranties are made shall not limit, diminish or in any way affect the specific representations and warranties in this Agreement, and the parties may rely on the specific representations and warranties in this Agreement, irrespective of any information obtained by them by any investigation, examination or otherwise.

11. Indemnification.

(a) Indemnification by Seller. Seller agrees to defend, indemnify and hold harmless each Buyer, its affiliates and their respective partners, employees, officers, directors, members, managers, agents, successors and assigns, from and against any and all losses, damages, claims, suits, proceedings, liabilities, costs, fees and expenses (including settlement costs, interest, penalties, reasonable attorneys' fees and any reasonable legal or other expenses for investigation or defense of any actions or threatened actions) and any economic detriment of any kind (collectively, "**Losses**" or "**Claims**," as the context requires) which may be imposed, sustained, incurred or suffered or asserted as a result of, relating to or arising out of (i) any material inaccuracy in or material breach of any representation or warranty of Seller contained in this Agreement, the Portfolio Property Agreements, the Additional Seller's Documents, or the Assignment and Assumption Agreement with respect to the Interest (ii) any material failure by Seller to perform any covenant, agreement or obligation of Seller contained in this Agreement, the Portfolio Property Agreements or the Additional Seller's Documents (unless waived in writing by such Buyer at or prior to the Closing Date), (iii) Seller's ownership of the Interest prior to the Closing, including without limitation liabilities for taxes, charges and fees, and including any withholding taxes under Section 1445 of the Code or otherwise (together with any interest, penalties or additions to tax), (iv) any claim by any Person with whom or which Seller has, directly or indirectly, dealt for any finder's or broker's fee or commission in connection with the transactions contemplated by this Agreement, (v) the return by such Buyer of all or any part of any

Distribution made by the Partnership to Seller, (vi) any Excluded Obligations, (vii) any claim by any Person entitled to indemnification pursuant to the terms of any agreement pursuant to which an Interest is transferred, which claim relates to a misrepresentation by Seller or a breach or violation of any warranty, covenant or other obligation of Seller, (viii) any Transfer Taxes to be paid by Seller herein, and (ix) any and all actions, suits, litigations, arbitrations, proceedings, investigations, claims or liabilities of whatever nature arising out of any of the foregoing.

(b) Indemnification by Buyers. Each Buyer, severally but not jointly, agrees to defend, indemnify and hold harmless Seller, its affiliates and their respective partners, employees, officers, directors, members, managers, agents, successors and assigns from and against any and all Losses and Claims which may be imposed, sustained, incurred or suffered or asserted as a result of, relating to or arising out of (i) any inaccuracy in or breach of any representation or warranty of such Buyer contained in this Agreement or the Additional Buyer's Documents, (ii) any failure by such Buyer to perform any covenant, agreement or obligation of such Buyer contained in this Agreement or in the Additional Buyer's Documents (unless specifically waived in writing by Seller at or prior to the applicable Closing), (iii) any and all liabilities specifically assumed by such Buyer pursuant to Section 3(e) of this Agreement, (iv) any claim by any Person with whom or which such Buyer has, directly or indirectly, dealt for any finder's or broker's fee or commission in connection with the transactions contemplated by this Agreement, (v) any claim by any Person entitled to indemnification pursuant to the terms of any agreement pursuant to which the Interest is transferred, which claim relates to a misrepresentation by such Buyer or a breach or violation of any warranty, covenant or other obligation of such Buyer, and (vi) any and all actions, suits, litigations, arbitrations, proceedings, investigations, claims or liabilities of whatever nature arising out of any of the foregoing.

(c) Limitations on Indemnification.

(i) Seller. Notwithstanding anything in Section 11(a) to the contrary, the maximum amount payable by Seller to Buyers for Losses in respect of claims made by Buyers for indemnification with respect to the breach of any representations or warranties of Seller hereunder shall not exceed the Purchase Price; *provided, however,* that Buyers shall not be subject to any limitation pursuant to this Section 11(c)(i) or otherwise, and shall be entitled to dollar-for-dollar recovery from Seller, for Losses in connection with (x) fraud, intentional misrepresentation or a deliberate or willful breach by Seller of any of its representations and warranties under this Agreement, (y) the breach by Seller of any of the representations or warranties contained in Section 5(a) or Section 5(b) or Section 5(f), or (z) any Excluded Obligation.

(ii) No liability shall attach to the Seller in respect of:

- (1) any matter or claim arising by reason of any act or thing done by a Buyer or upon the instructions or with the prior approval of a Buyer, in each case, whether before or after Closing;
- (2) any matter or claim which has been rectified by the Seller to the satisfaction of the Buyers, acting reasonably. If there is any claim from any third party, the procedure set forth in Clause 11(d) below shall apply. The Buyers shall make commercially reasonable efforts to cooperate with the Seller including, without

limitation, give the Seller access to Partnership information or documents in relation to the claim to the extent permitted by the Manager or otherwise. The Seller shall reimburse all reasonable costs and expenses incurred by the Buyers or the Partnership;

- (3) any contingent liability in respect of any matter or claim; or
- (4) any matter or claim arising by reason of any event, act, occurrence or omission which occurs after Closing or by reason of any matter or claim which would not have arisen but for an alteration, enactment or re-enactment of any ordinance, law, rule, regulation or other legislative act of any government or governmental or regulatory authority which occurs after the date of execution of this Agreement whether or not the change purports to be effective retrospectively in whole or in part (including, without limitation, any alteration in rates of taxation or any imposition of taxation not in effect on the date of execution of this Agreement).

(iii) The Seller shall not be liable for any single claim made by Buyers for indemnification with respect to the breach of any representations or warranties of Seller hereunder:

- (1) unless the amount of the liability pursuant to that single claim (and, for these purposes, a number of claims arising out of the same or similar subject matter, facts, events or circumstances may be aggregated and form a single claim) exceeds US\$15,000 (i.e. approximately 0.1% of the Purchase Price), in which case the Buyers shall be able to claim the whole amount of such claim and not merely the excess.

(iv) The Buyers shall not be entitled to recover damages or obtain payment, reimbursement, restitution or indemnity more than once in respect of any one Loss, or Claim regardless of whether more than one Claim arises in respect of it.

(v) Nothing in this Agreement shall prejudice the Buyer's duty under common law to mitigate any loss or liability which is the subject of a claim for breach of warranty.

(iv/) Buyers. Notwithstanding anything in Section 11(b) to the contrary, the maximum amount payable by a Buyer to Seller for Losses in respect of claims made by Seller for indemnification with respect to the breach of any representations or warranties of such Buyer hereunder shall not exceed the Purchase Price; *provided, however*, that Seller shall not be subject to any limitation pursuant to this Section 11(c)(ii) or otherwise, and shall be entitled to dollar-for-dollar recovery from such Buyer, for Losses in connection with, (x) fraud, intentional misrepresentation or a deliberate or willful breach by such Buyer of any of its representations and warranties under this Agreement or (y) breach by such Buyer of any of the representations or warranties contained in Section 6(a) or Section 6(e).

(d) Procedure for Third Party Claims.

(i) If a Person entitled to assert a claim for indemnification under this Agreement shall receive notice of the assertion by any Person not a party to this Agreement of any claim or of the commencement of any action or proceeding (a “*Third Party Claim*”) with respect to which either Seller or Buyer is obligated to provide indemnification, the indemnified party (the “*Indemnitee*”) shall give the indemnifying party (the “*Indemnitor*”) prompt written notice after becoming aware of such Third Party Claim. The failure of the Indemnitee to give notice as provided in this Section 11(d)(i) shall not relieve the Indemnitor of its obligations for indemnification under this Agreement, except to the extent that the failure has materially and adversely affected the rights of the Indemnitor. The notice from the Indemnitee shall describe the Third Party Claim in reasonable detail.

(ii) An Indemnitor may elect to compromise or defend, at the Indemnitor’s own expense and by the Indemnitor’s own counsel, any Third Party Claim. If an Indemnitor elects to compromise or defend a Third Party Claim, it shall, within thirty (30) days (or sooner, if the nature of the Third Party Claim so requires), notify the Indemnitee of its intent to do so, and the Indemnitee shall cooperate in the compromise of, or defense against, the Third Party Claim. The Indemnitor shall pay the Indemnitee’s actual out-of-pocket expenses incurred in connection with its cooperation. After notice from an Indemnitor to an Indemnitee of its election to assume the defense of a Third Party Claim, the Indemnitor shall not be liable to the Indemnitee under this Agreement for any legal expenses subsequently incurred by the Indemnitee in connection with defense of the Third Party Claim; provided that Indemnitee shall have the right to employ one counsel in each applicable jurisdiction (if more than one jurisdiction is involved) to represent Indemnitee if, in the Indemnitee’s reasonable judgment, a conflict of interest between the Indemnitee and the Indemnitor exists in respect of such Third Party Claim, and in that event the fees and expenses of such separate counsel shall be paid by the Indemnitor. If an Indemnitor elects not to defend against a Third Party Claim, or fails to notify an Indemnitee of its election as provided in this Section 11(d)(ii), the Indemnitee may pay, compromise or defend such Third Party Claim on behalf of, and for the account and risk of, the Indemnitor. No Indemnitor shall consent to entry of any judgment or enter into any settlement, except with the written consent of each affected Indemnitee (which consent shall not be unreasonably withheld), if such judgment or settlement provides for anything other than money damages or other money payments for which the Indemnitee is entitled to indemnification under this Agreement or which does not contain as an unconditional term thereof the giving by the claimant or plaintiff to the Indemnitee of a release from all liability in respect of the Third Party Claim.

(iii) If there is a reasonable likelihood that a Third Party Claim may materially and adversely affect an Indemnitee, other than as a result of money damages or other money payments for which the Indemnitee is entitled to indemnification hereunder, the Indemnitee will have the right, after consultation with the Indemnitor and at the cost and expense of the Indemnitor, to assume the defense of the Third Party Claim in lieu of the Indemnitor with counsel reasonably acceptable to the Indemnitor.

(e) Procedure for Non-Third Party Claims. With respect to any claim for indemnification hereunder which does not result from a Third Party Claim, the Indemnitor shall have a period of thirty (30) days after receipt of notice from the Indemnitee within which to respond to the Indemnitee. If the Indemnitor does not respond within the thirty (30) day period, the Indemnitor shall be deemed to have accepted responsibility to make payment and shall have no further right to contest the validity of such claim. If the Indemnitor does

respond within the thirty (30) day period and rejects the claim in whole or in part, the Indemnitee shall be free to pursue such remedies as may be available to the Indemnitee under applicable law.

(f) Reduction of Claim or Loss. If the amount of any Claim or Loss shall, at any time subsequent to payment pursuant to this Section 11, be reduced by recovery, settlement or otherwise, the amount of such reduction, less any expenses incurred in connection therewith, shall promptly be repaid by the Indemnitee to the related Indemnitor.

(g) No Consequential Damages. Neither Buyers nor Seller shall be liable to each other for consequential or punitive, special, indirect or incidental Losses or special damages in connection with its indemnification obligations under this Section 11, except to the extent payments in respect of such indemnification obligations are for Losses owed by an indemnified party to a third party.

(h) Remedies Exclusive. Subject to Section 16(l), the remedies provided in this Section 11 shall be the sole and exclusive remedy against a party for Losses, provided however, that notwithstanding the foregoing, nothing in this Section 11(h) shall limit in any way any remedy at law or equity to which a party may be entitled as a result of fraud or intentional misrepresentation or deliberate and willful breach by the other party of any of their representations, warranties or covenants under this Agreement, the Schedules to it, the Additional Seller's Documents or the Additional Buyer's Documents, as appropriate.

12. Confidentiality.

(a) All information furnished in writing by either party to this Agreement to the other party to this Agreement in connection with this Agreement and the transactions contemplated by it shall be kept confidential by the receiving party and shall be used by the receiving party only in connection with this Agreement and the transactions contemplated hereby, except with the specific prior written consent of the disclosing party and except to the extent that such information (i) is information which the receiving party can demonstrate was already known to the receiving party when received, (ii) at the time of disclosure or thereafter becomes lawfully obtainable from other sources through no act or failure to act on the part of the receiving party, (iii) is required to be disclosed in any document to be filed with any federal, state, municipal or other governmental department, commission, board, bureau, agency or instrumentality, domestic or foreign, or in connection with any litigation; provided that the receiving party shall disclose only so much of the confidential information as is legally required; (iv) is disclosed in connection with any consultation with attorneys, accountants, employees, or other advisors retained in connection with the transactions contemplated hereby under an obligation to keep such information confidential, (v) is required to be disclosed by court order or otherwise mandated by law or (vi) is necessary to disclose to the Partnership or the Master Partnership or Manager to effect the transactions contemplated hereby. The parties shall use their respective commercially reasonable efforts and establish reasonable precautions to ensure that their principals, agents and employees abide by the terms of this Section 12.

(b) Without the prior consent of Buyers, Seller will not, and without the prior consent of Seller, Buyers will not, disclose the terms of this Agreement (including, without limitation, the Purchase Price) or the transactions contemplated hereunder, nor the identity of the parties hereto, to any Person, including the Manager, except that such disclosure may be made to a party's officers, directors, partners, advisors and employees who require such

information for the purpose of consummating the transactions contemplated by this Agreement and as required by law. Notwithstanding the prior sentence, Buyers and Seller will cooperate with each other to make any necessary disclosure (i) to the partners of the Partnership in connection with any right of first refusal under the Portfolio Property Agreements and (ii) to the Manager in connection with obtaining the Approvals. Notwithstanding the provisions of Section 12(a) above and this Section 12(b), Seller acknowledges that each Buyer is itself a fund of funds having reporting obligations to its underlying investors and may provide to its actual and prospective investors the terms of this Agreement (including, without limitation, the Purchase Price) and the transactions contemplated hereunder; provided, that, such Buyer shall not disclose the identity of Seller to such Persons, and provided, further, that such Persons shall be bound by confidentiality at least to the same extent as provided herein.

(c) Notwithstanding anything in this Agreement to the contrary, to avoid the application of Treasury Regulations Section 1.6011-4(b)(3), the parties to this Agreement may disclose to any and all Persons, without limitation of any kind, the U.S. federal tax treatment and tax structure of the transactions contemplated by this Agreement.

13. Nonassignable Interest.

If the sale, assignment or transfer of any portion of the Portfolio Property, or a request for permission to sell, assign or transfer such portion of the Portfolio Property, or the admission of a Buyer as a limited partner of a Partnership, pursuant to the relevant Portfolio Property Agreement would require the consent of any other party, then this Agreement shall not constitute a contract to assign such Portfolio Property, or such effected part thereof, until such time as such consent has been received to the extent that an attempted assignment without such consent would (i) constitute a breach of the relevant Portfolio Property Agreement, (ii) create rights in others not desired by Seller or Buyers, or (iii) create rights in third parties against Seller. The parties shall cooperate and use all reasonable efforts to procure all Approvals which may be required in order to assign the Portfolio Property and to admit each Buyer as a substitute limited partner of the Partnership.

14. Termination.

(a) By Mutual Consent. This Agreement may be terminated and the transactions contemplated by it abandoned, with respect to the Interest not transferred to Buyers prior to such termination, at any time prior to the Final Closing for any reason pursuant to the mutual written consent of Buyers and Seller, and Buyers shall have no further obligation to buy and Seller shall have no further obligations to sell the Interest not purchased by Buyers prior to such termination of this Agreement.

(b) By Buyers or Seller. This Agreement may be terminated, and the transactions contemplated by it abandoned, with respect to the Interest not transferred to Buyers prior to such termination, by written notice from Buyers to Seller, or from Seller to Buyers, (i) in the event of a material breach by Seller or Buyers, respectively, of any representation, warranty, covenant or agreement contained in this Agreement which cannot be or is not cured within ten (10) days (a "*Cure Period*") after written notice of the breach is given to the party committing the breach; or (ii) if the Closing does not occur on or before the Final Closing Deadline (or such later date as may be agreed upon in writing by Buyers and Seller); provided, however, that the right to terminate this Agreement under the foregoing clause (ii) shall not be available to a party if such party's breach of this Agreement has been the cause of

or resulted in the failure of the Closing to occur on or before the Final Closing Deadline, it being understood and agreed that a failure to satisfy any of the conditions set forth in Sections 8(c) and 9(d) shall not be deemed a “breach or failure to fulfill any obligation” by any party.

(c) By Buyers. This Agreement may be terminated and the transactions contemplated by it abandoned, with respect to the Interest not transferred to Buyers prior to such termination, by written notice from Buyers to Seller in the event that Buyers or Seller is notified in writing by the Manager of the Partnership, or Buyers otherwise determine (in their reasonable discretion), that the Approvals (including any required consent of such Manager) required to permit the transfer and assignment of the Portfolio Property relating to any the Partnership will not be obtained.

(d) Survival. If this Agreement is terminated, no party to this Agreement will have any liability or further obligation to the other party pursuant to this Agreement with respect to the Interest that have not been transferred to Buyers; provided, however, that the agreements of Seller and Buyers contained in Sections 12 and 16(a) shall survive such termination; and provided, further, that if termination results from the bad faith of a party, such party will remain liable for any and all costs, expenses, damages incurred or suffered by the other party as a direct result of such failure or breach.

15. Post Closing Covenants.

(a) Notices. After Closing, Seller shall promptly forward to Buyers any correspondence, notices or Distributions (in cash or otherwise) received by Seller or any affiliated entity that relate to the Portfolio Property purchased by Buyers hereunder. Seller shall remit any Distributions in cash, securities, or other property pursuant to the preceding sentence to Buyers, in accordance with the proportions set forth on Schedule IB hereto, within ten (10) Business Days after receipt by Seller. If Seller fails to remit any Distributions in cash, securities or other property pursuant to the preceding sentence to Buyers within ten (10) Business Days after receipt by Seller, in addition to any other rights and remedies Buyers may have, Buyers may assess interest at eight and one-half percent (8 ½%) per annum, compounded-annually, on the unpaid amount commencing on such tenth Business Day after receipt.

(b) Tax Information. In the event the Partnership is an “electing investment partnership” under Section 743(e)(6) of the Code, Seller will comply with all applicable laws in providing information to Buyers with respect to the Partnership in which it owns an Interest. Such information shall be furnished in compliance with the requirements of IRS Notice 2005-32 or superseding guidance issued by the Internal Revenue Service. Promptly after receipt of its Schedule K-1 to Internal Revenue Service Form 1065 for the year 2019 with respect to the Interest, Seller shall deliver to Buyers copies of any such Schedules K-1s. In addition, promptly after receipt of its Schedule K-1 to Internal Revenue Service Form 1065 for the year 2020, with respect to the Interest, Seller shall deliver to Buyers copies of any such Schedules K-1s.

(c) Access to and Retention of Records. Buyers and Seller agree that all books and records retained by each party which relate to the Interest shall be open for inspection by representatives of the other party at any time during regular business hours (upon reasonable advance notice) for a period of three (3) years (or such longer period as is required by applicable law) from the date of preparation or compilation of such books, records, documents or materials and that the other party may during such period at its expense make

such copies or excerpts therefrom as it may reasonably request in order to comply with legal, audit or tax obligations or otherwise. For a period of seven (7) years following the Closing, no party shall destroy or give up possession of any original or final copy of any of the books and records relating to the Interest reasonably required in the preparation of tax, regulatory and other governmental compliance matters, without first offering the other party the opportunity to obtain such original or final copy or a copy thereof.

16. General Provisions.

(a) Expenses. All fees and expenses incurred in connection with this Agreement (and the transactions contemplated hereunder), including all fees of counsel, brokers, finders and accountants, shall be borne by the party incurring the same. Notwithstanding the foregoing, all attorneys' and accountants' fees of the Partnership and/or the Master Partnership payable as a result of the transfer of the Portfolio Property or any part thereof (as well as any other expenses requested to be paid by the Partnership with respect to the transfer of any Portfolio Property including any accounting, tax preparation or other administrative expenses incurred or to be incurred by the Partnership and charged to Buyers or Seller as a result of tax basis adjustments under Section 743 of the Code or related provisions related to the transfer of the Interest) shall be borne equally by Buyers, on one side, and Seller, on the other side. All Transfer Taxes incurred in connection with the consummation of the transactions contemplated by this Agreement shall be borne equally by Buyers, on one side, and Seller, on the other side. Subject to applicable law, any tax returns that must be filed with respect to Transfer Taxes shall be prepared and filed when due by the applicable party, with the cooperation of the other party if necessary.

(b) Notices. All notices, requests, demands and other communications required or permitted under this Agreement shall be in writing and shall be deemed to have been duly given and received when delivered by hand or courier, when received by facsimile transmission, electronic mail (with receipt acknowledged) or three (3) days after the date when posted by air mail, with postage prepaid, addressed as follows:

(i) If to Seller, to:

Fortune Scope Limited

11th Floor, Lai Sun Commercial Centre, 680 Cheung Sha Wan Road, Kowloon, Hong Kong

att: Company Secretary

fax: +852 2743 8459

e-mail: lscomsec@laisun.com

or to such other Person or address as Seller shall furnish to Buyers in writing.

(ii) If to Buyers, to the contact sheet attached in Exhibit G hereto, or to such other Person or address as Buyers shall furnish to Seller in writing.

(c) Assignment. This Agreement and all of its provisions shall be binding upon and inure to the benefit of the parties and their respective successors and assigns. This Agreement may not be assigned without the prior written consent of each of the parties hereto, except that any Buyer may transfer all or a portion of its rights or obligations under this Agreement to any other entity advised or managed by LGT Capital Partners Ltd. or its affiliates or to any other entity established by such Buyer to hold any portion of an Interest

provided that any such transfer does not invalidate or compromise any (or the giving of any) consent of the Manager of the respective Partnership required pursuant to the terms of the respective Portfolio Property Agreement.

(d) Governing Law. This Agreement and the legal relations among the parties shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China without reference to the conflicts of laws principles thereof that would cause the application of the laws of another jurisdiction. The Parties irrevocably agree that the courts of Hong Kong will have non-exclusive jurisdiction to settle any dispute which may arise out of or in connection with this Agreement.

(e) Counterparts. This Agreement may be executed in two or more identical counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Facsimile or other electronic signatures shall be deemed acceptable and binding.

(f) Interpretation. The headings of the Sections and subsections of this Agreement are inserted for convenience only and shall not constitute a part of or affect in any way the meaning or interpretation of this Agreement. The words "include," "includes" and "including" when used in this Agreement shall be deemed in each case to be followed by the words "without limitation." Defined terms used in this Agreement shall have the same meaning whether defined or used herein in the singular or the plural, as the case may be.

(g) Entire Agreement. This Agreement, including the Schedules to this Agreement, and the other documents and certificates delivered pursuant to the terms of this Agreement, sets forth the entire agreement and understanding of the parties with respect to the subject matter of this Agreement and supersede all prior agreements, promises, covenants, arrangements, communications, representations or warranties, whether oral or written, by any officer, employee or representative of any party, including, without limitation, any confidentiality agreement entered into by Seller or Buyers or their respective agents or affiliates in respect of the transactions contemplated herein.

(h) Amendment: Waiver. This Agreement may be amended only by a written instrument executed by Seller and Buyers; provided, however, that amendments to Schedule I or Schedule III effected pursuant to this Agreement shall not require such a writing. Any failure of Buyers to comply with any obligation, agreement or condition under this Agreement may only be waived in writing by Seller, and any such failure by Seller may only be waived in writing by Buyers, but any such waiver shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure. No failure by a party to take any action against any breach of this Agreement or default by the other party shall constitute a waiver of such party's right to enforce any provision of this Agreement or to take any such action.

(i) Third Parties. Except as specifically set forth or referred to in this Agreement, nothing in this Agreement, expressed or implied, is intended, or shall be construed, to confer upon or give to any Person or entity other than the parties and their successors or assigns, any rights or remedies under or by reason of this Agreement.

(j) Publicity. Except as may otherwise be required by law or this subclause (j), no publicity release or announcement concerning this Agreement or the transactions contemplated by this Agreement shall be made by either party without the prior written

consent of the other party. This clause does not apply to any announcement, communication or circular required by law, by a rule of a listing authority, including The Stock Exchange of Hong Kong Limited, by which the Seller's holding companies' shares are listed, or by a governmental authority or other authority with relevant powers to which the Seller's holding companies are subject or submits, whether or not the requirement has the force of law, provided that the announcement, communication or circular shall so far as is practicable be made after consultation with the Buyers and after taking into account the reasonable requirements of the Buyers as to its content; it being agreed that the description of the Buyers, their activity and their related parties (including investment manager or adviser) shall have been approved by the Buyers.

(k) Additional Documents and Acts. Each of the parties agrees to execute and deliver such additional documents, certificates and instruments, and to perform such additional acts, as may be reasonably requested and as may be necessary or appropriate to carry out the provisions of this Agreement and to consummate the transactions contemplated by this Agreement.

(l) Specific Performance. Seller hereby acknowledges that Buyers will have no adequate remedy at law if Seller fails to perform any of its material obligations to sell the Interest to Buyers under this Agreement. In such event, Seller agrees that Buyers shall have the right, in addition to any other rights Buyers may have (whether at law or in equity), to specific performance of this Agreement, without the necessity of posting any bond and without the necessity of establishing that monetary relief would not provide an adequate remedy.

(m) Resolution of Conflicts. In the event of any inconsistency or conflict between the terms and provisions of this Agreement and the terms and provisions of any document executed by Buyers and/or Seller in connection with obtaining the Approvals, the terms and provisions of this Agreement shall control.

(n) No Presumption Regarding Drafting. Each of Buyers and Seller acknowledges that it has reviewed this Agreement prior to its execution and that changes were made to this Agreement based upon its comments. If any disputes arise with respect to the interpretation of any provision of this Agreement, the provision shall be deemed to have been drafted by both of the parties and shall not be construed against any party on the basis that the party was responsible for drafting that provision.

(o) Severability. If any term, provision, agreement, covenant or restriction of this Agreement is held by a court of competent jurisdiction or other authority to be invalid, void, or unenforceable, the remainder of the terms, provisions, agreements, covenants and restrictions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired, or invalidated so long as the economic or legal substance of the transactions contemplated hereby is not affected in any manner materially adverse to any party hereto. Upon such a determination, the parties shall negotiate in good faith to modify this Agreement so as to effect the original intent of the parties as closely as possible in a reasonably acceptable manner in order that the transactions contemplated hereby may be consummated as originally contemplated to the fullest extent possible.

(p) Waiver of Jury Trial. Each of the parties hereby waives, to the fullest extent permitted by applicable law, any right it may have to a trial by jury in respect of any litigation as between the parties directly or indirectly arising out of, under or in connection with this

Agreement or the transactions contemplated hereby or disputes relating thereto. Each of the parties (i) certifies that no representative, agent or attorney of the other party has represented, expressly or otherwise that such other party would not, in the event of litigation, seek to enforce the foregoing waiver and (ii) acknowledges that it and the other party have been induced to enter into this agreement by, among other things, the mutual waivers and certifications in this Section 16(p).

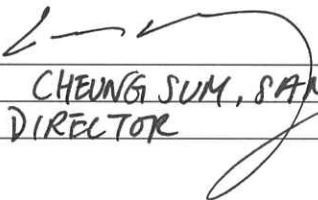
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IN WITNESS WHEREOF, the parties have executed this Agreement of Purchase and Sale, acting by their duly authorized agents, as of the date first above written.

SELLER:

FORTUNE SCOPE LIMITED

By:

By: 
Name: CHEUNG SUM, SAM
Title: DIRECTOR

BUYERS:

Crown Global Secondaries VI Master SCSp

By LGT Capital Partners (Ireland) Limited as its alternative investment fund manager

By: _____
Name: _____
Title: _____

Crown Asia-Pacific Private Equity V Master SCSp

By LGT Capital Partners (Ireland) Limited as its alternative investment fund manager

By: _____
Name: _____
Title: _____

Neckar SEC SCS

By LGT Capital Partners (Ireland) Limited as its alternative investment fund manager

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties have executed this Agreement of Purchase and Sale, acting by their duly authorized agents, as of the date first above written.

SELLER:

BUYERS:


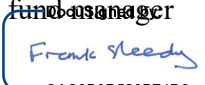
FORTUNE SCOPE LIMITED

Crown Global Secondaries VI Master SCSp

By:


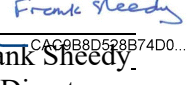
By LGT Capital Partners (Ireland) Limited as its alternative investment fund manager

By: _____
Name: _____
Title: _____

By:  
Name: Brian Goonan / Frank Sheedy
Title: Director / Alternate Director


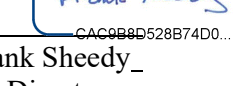
Crown Asia-Pacific Private Equity V Master SCSp

By LGT Capital Partners (Ireland) Limited as its alternative investment fund manager

By:  
Name: Brian Goonan / Frank Sheedy
Title: Director / Alternate Director

Neckar SEC SCS

By LGT Capital Partners (Ireland) Limited acting with Power of Attorney

By:  
Name: Brian Goonan / Frank Sheedy
Title: Director / Alternate Director

Schedule I

(Figures are in US\$)

Name of Partnership	Capital Commitment	Capital Account Balance (as of the Cut Off Date)	Remaining Capital Commitment (as of the Cut Off Date)	Purchase Price (as of the Cut Off Date)	Distributions after the Cut Off Date*	Funded Capital Commitments after the Cut Off Date*	Purchase Price (as of the date hereof)*	Remaining Capital Commitment (as of the date hereof)*
New Vision Fund, L.P - (being the feeder fund of the Master Partnership)	20,050,000.00	27,339,262.96	0.00	15,000,000.00	364,584.16	0.00	14,635,415.84	0.00
Total:	20,050,000.00	27,339,262.96	0.00	15,000,000.00	364,584.16	0.00	14,635,415.84	0.00

* For illustration purposes only. Purchase Price to be adjusted at Closing, as provided in Section 4(a) of this Agreement, to reflect any other Funded Capital Commitments and/or Distributions received after the date hereof and before or on the Closing Date.

Schedule IB

Allocation (by Buyer)

Buyer	Percentage
Buyer1 Crown Global Secondaries VI Master SCSp	25%
Buyer2 Crown Asia-Pacific Private Equity V Master SCSp	50%
Buyer3 Neckar SEC SCS	25%
Total	100%

Schedule II

List of Portfolio Contractual Rights (if any)

All rights attached to the Interest under the Partnership Agreements.

List of Portfolio Property Agreements

Initial limited partnership agreement dated 23 July 2018 entered into between Skycus Asset Management Limited, as general partner, and Skycus China Fund, L.P., as initial limited partner, as amended by an amended and restated limited partnership agreement dated 3 January 2019 in relation to New Vision Fund, L.P

Schedule III

Distributions of the Partnership After the Cut Off Date

<u>Partnership</u>	<u>Date</u>	<u>Value</u>
Pink Crystal China Fund, L.P. (master fund) (formerly known as Skycus China Fund, L.P.)	6 August 2025	114,548.71
New Vision Fund, L.P (feeder fund)		
Pink Crystal China Fund, L.P. (master fund) (formerly known as Skycus China Fund, L.P.)	30 September 2025	250,035.45
New Vision Fund, L.P (feeder fund)		

Notices of Distributions to be made after the Cut Off Date
(which have not yet been made)

<u>Partnership</u>	<u>Proposed Distribution Date</u>	<u>Estimated Value</u>

Schedule III Continued

Funded Capital Commitments to the Partnership (After the Cut Off Date)

<u>Partnership</u>	<u>Date</u>	<u>Description of Commitment</u>	<u>Amount of Contribution</u>

Schedule III Continued

Capital Contributions Due But Not Paid as of the Closing Date

<u>Partnership</u>	<u>Scheduled Date of Payment (if known)</u>	<u>Description of Commitment</u>	<u>Amount of Contribution</u>

Schedule IV

Illustration of Earn-Out Calculation

The screenshot below is based on Illustration of Earn-out Mechanism_20251012.xlsx; please refer to the calculation formulas in the excel file.

The illustration is based on hypothetical future net distributions. The actual earn-out payment shall change in accordance with the actual future net distributions received.

Illustration of Earn-out Mechanism

USD

Adjusted purchase price (payable to seller at secondary closing)	14,635,415.84
IRR hurdle	17%
NAV hurdle	27,339,262.96
Earn-out % payable to seller	50%
Secondary transaction closing date	31/12/2025
Last day of earn-out payment	30/12/2030

Net Distributions Date	Net Distributions Before Earn-out Payment	Cumulative Net Distributions Before Earn-out	IRR	IRR Hurdle Met?	NAV Hurdle Met?	Both IRR and NAV Hurdles Met?	Within time limit of earn-out payment?	Earn-Out Payable to Seller
31/12/2025	-14,635,415.84	< Note: payment of adjusted purchase price to seller at closing of secondary transaction						
15/11/2026	5,000,000.00	5,000,000.00	-71%	No	No	No	Yes	0.00
20/8/2027	5,000,000.00	10,000,000.00	-26%	No	No	No	Yes	0.00
25/6/2028	10,000,000.00	20,000,000.00	19%	Yes	No	No	Yes	0.00
15/9/2029	10,000,000.00	30,000,000.00	36%	Yes	Yes	Yes	Yes	1,330,368.52
25/12/2030	10,000,000.00	40,000,000.00	44%	Yes	Yes	Yes	Yes	5,000,000.00
31/3/2031	1,000,000.00	41,000,000.00	45%	Yes	Yes	Yes	No	0.00
Total Earn-out Payment								6,330,368.52

Exhibit A

Buyer Closing Certificate

This Certificate is delivered pursuant to Section 8(d) of the Purchase and Sale Agreement dated as of 12 January 2026 (the “**Agreement**”), by and among Fortune Scope Limited (“**Seller**”), Crown Global Secondaries VI Master SCSp (“**Buyer1**”), Crown Asia-Pacific Private Equity V Master SCSp (“**Buyer2**”), Neckar SEC SCS (“**Buyer3**” and together with Buyer1 and Buyer2, the “**Buyers**” and each, a “**Buyer**”). Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in the Agreement.

Buyers hereby certify to Seller that:

(a) the representations and warranties of such Buyer contained in the Agreement and in the Additional Buyer’s Documents are true and correct with the same effect as though such representations and warranties had been made on and as of the date hereof (except for representations and warranties that expressly relate to a different date, in which event they shall be true and correct as of such date); and

(b) such Buyer has performed all agreements and obligations and complied with all conditions required by the Agreement to be performed or complied with by such Buyer at or prior to the Closing.

IN WITNESS WHEREOF, the undersigned Buyer has caused this Certificate to be executed on its behalf by the undersigned as of _____ 202_.

[BUYER]

By: _____
Name: _____
Title: _____

Exhibit B

Seller Closing Certificate

This Certificate is delivered pursuant to Section 9(d)(i) of the Purchase and Sale Agreement dated as of 12 January 2026 (the “**Agreement**”), by and among Fortune Scope Limited (“**Seller**”), Crown Global Secondaries VI Master SCSp (“**Buyer1**”), Crown Asia-Pacific Private Equity V Master SCSp (“**Buyer2**”), Neekar SEC SCS (“**Buyer3**” and together with Buyer1, the “**Buyers**” and each, a “**Buyer**”). Unless otherwise defined herein, all capitalized terms shall have the meaning given to them in the Agreement.

Seller hereby certifies to Buyers that:

(a) the representations and warranties of Seller contained in the Agreement and in the Additional Seller’s Documents are true and correct with the same effect as though such representations and warranties had been made on and as of the date hereof (except for representations and warranties that expressly relate to a different date, in which event they shall be true and correct as of such date);

(b) Seller has performed all agreements and obligations and complied with all conditions required by the Agreement to be performed or complied with by Seller at or prior to the Closing; and

(c) all Approvals with respect to the Interest have been obtained.

IN WITNESS WHEREOF, Seller has caused this Certificate to be executed on its behalf by the undersigned as of _____ 202_.

FORTUNE SCOPE LIMITED

By: _____
Name: _____
Title: _____

[Note: This certificate is applicable to US Sellers only. Use Exhibit D and E or F for non-US sellers.]

[Exhibit C]

Certification of Non-Foreign Status

Section 1445 of the Internal Revenue Code of 1986, as amended (the “**Code**”), provides that a buyer of a U.S. real property interest must withhold tax if the seller is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. Section 1446(f) of the Code provides that the transferee of an interest in a partnership that holds certain U.S. business assets must withhold tax if the transferor is a foreign person, unless, pursuant to Proposed Treasury Regulation REG-105476-18, certain exceptions apply. To inform _____ (“**Buyer**”) that withholding of tax is not required upon the disposition of a U.S. real property interest by Fortune Scope Limited (“**Seller**”), Seller certifies the following:

1. Seller is not a nonresident alien individual, foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Code and Treasury Regulations thereunder);
2. Seller is not a “disregarded entity” within the meaning of Treasury Regulation Section 1.1445-2(b)(2)(iii);
3. Seller’s U.S. taxpayer identification number is [INSERT TAX ID #]; and
4. Seller’s address is:

11/F, Lai Sun Commercial Centre, 680 Cheung Sha Wan Road, Kowloon, Hong Kong

Seller understands that this certification may be disclosed to the U.S. Internal Revenue Service by Buyer, and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, the undersigned declares that he/she has examined this certification and to the best of his/her knowledge and belief it is true, correct and complete, and the undersigned further declares that he/she has authority to sign this certification on behalf of Seller.

Dated: _____

Fortune Scope Limited

Name:

Title :

[Note: Use this FIRPTA certificate if Seller is non-US. This certificate is executed by the Fund.]

[Exhibit D]

**CERTIFICATE PURSUANT TO TREASURY
REGULATION SECTION 1.1445-11T OF THE INTERNAL REVENUE CODE**

The undersigned hereby certifies on behalf of _____ (the “*Partnership*”), that, as of this date, fifty percent (50%) or more of the value of the Partnership’s gross assets does not consist of United States real property interests within the meaning of Section 897 of the Internal Revenue Code of 1986, as amended, and the regulations promulgated thereunder, or that ninety percent (90%) or more of the value of the gross assets of the Partnership does not consist of United States real property interests plus cash or cash equivalents.

I understand that this certification may be disclosed to the Internal Revenue Service and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalty of perjury I declare that I have examined this certificate and to the best of my knowledge and belief it is true, correct and complete.

[THE PARTNERSHIP]

By: [], as its general partner

By:
Name:
Title:
Date:

[Note: Use this alternative ECI certificate if Seller is non-US. This certificate is executed by Seller.]

[Exhibit E]

CERTIFICATION AND AFFIDAVIT REGARDING HISTORICAL ECI UNDER U.S. TREASURY REGULATION §1.1446(f)-2(b)(5)(i)

Section 1446(f) of the U.S. Internal Revenue Code of 1986, as amended (the “Code”), provides that the transferee of an interest in a partnership that holds certain U.S. business assets must withhold tax if the transferor is a foreign person, unless, pursuant to the Final Treasury Regulations T.D. 9926, certain exceptions apply. Capitalized terms used but not defined herein shall have the meanings ascribed to them in Purchase and Sale Agreement dated as of _____, 201_ (the “**Agreement**”), by and between Fortune Scope Limited (“**Seller**”) and _____ (“**Buyer**”). To inform Buyer that withholding of tax is not required pursuant to Section 1446(f) of the Code upon the disposition of the Interest by Seller, Seller certifies and affirms the following:

1. For Seller’s 201_ “immediately prior taxable year” and the two taxable years that precede it (the “**look-back period**”) (as such terms are defined in Treas. Reg. § 1.1446(f)-2(b)(5)(ii)):
2. Seller was a partner in _____ (the “**Partnership**”) for the entirety of each such taxable year; and
 - a) Seller’s allocable share of gross effectively connected income (as determined under U.S. Treasury Regulations Section 1.1446-2) of the Partnership for the look-back period was less than 10 percent of the Seller’s total distributive share of gross income for that year from the Partnership;
 - b) Seller’s allocable share of gross effectively connected income was less than \$1 million (including gross effectively connected income allocated to certain persons related to Seller);
3. Seller’s distributive share of income or gain from the partnership that is effectively connected with the conduct of a trade or business within the United States or deductions or losses properly allocated and apportioned to that income within the look-back period described in §1.1446(f)-2(b)(5)(ii) has been reported on a Federal income tax return (filed on or before the due date (including extensions) for filing the return (and all amounts due with respect to the reported amounts have been timely paid)), provided that the return was required to be filed when the Seller furnished this certification and affidavit (taking into account any extension of time to file).
4. Seller has received the relevant Schedules K-1 (Form 1065) for Buyer to rely on this certification and affidavit;
5. Seller’s U.S. taxpayer identification number is [INSERT TAX ID #]; and
6. Seller’s address is 11/F, Lai Sun Commercial Centre, 680 Cheung Sha Wan Road,

Kowloon, Hong Kong.

Seller understands that this certification and affidavit may be disclosed to the U.S. Internal Revenue Service by Buyer, and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, the undersigned declares that they have examined this certification and affidavit and to the best of their knowledge and belief it is true, correct and complete, and the undersigned further declares that they have authority to sign this certification and affidavit on behalf of Seller.

Dated: _____

[SELLER'S NAME]

Name:

Title :

[Note: Use this alternative ECI certificate if Seller is non-US. This certificate is executed by the Fund.]

[Exhibit F]

ECI CERTIFICATE

Section 1446(f) of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”), provides that a transferee of a partnership interest must withhold tax if any portion of the gain (if any) on any disposition of an interest in a partnership would be treated under Section 864(c)(8) of the Code as effectively connected with the conduct of a trade or business within the United States. Proposed Treasury Regulation REG-105476-18 relieves a transferee of its withholding obligation under Section 1446(f) when the transferee receives a certificate issued by the partnership no earlier than 30 days before the transfer, that the partnership’s effectively connected gain under section 864(c)(8) would be less than 10 percent of the total gain on the deemed sale of all its assets. To inform _____ (“**Buyer**”) that withholding of tax is not required upon the disposition by _____ (“**Seller**”) of its interest in _____ (the “**Partnership**”) pursuant to Purchase and Sale Agreement, dated as of _____, 2018, by and between Buyer and Seller, the Partnership hereby certifies the following:

1. If the Partnership were to sell all of its assets at their fair market value as of the date hereof, the amount of gain that would be effectively connected with the conduct of a trade or business within the United States would be less than 10% of the total gain. For purposes of this certificate, effectively connected gain includes gain treated as effectively connected with a trade or business in the United States under Section 897 of the Code;
2. The Partnership U.S. employer taxpayer identification number is [INSERT TAX ID #]; and
3. The Partnership’s office address is [INSERT ADDRESS].

I understand that this certificate may be disclosed to the Internal Revenue Service by Buyer and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury, I declare that I have examined this certificate and to the best of my knowledge and belief, it is true, correct and complete and I further declare that I have authority to sign this document on behalf of the Partnership.

[THE PARTNERSHIP]

By: [], as its general partner

By:
Name:
Title:
Date:

Exhibit G

CONTACT SHEETS OF BUYERS