

Execution Version

Share sale deed

Grand First Holdings Limited
Seller

Company B (Aust) Pty Limited
Buyer

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Our reference 16966/81021292

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Share sale deed

Date 23 June 2022

Parties **Grand First Holdings Limited CR No. 2040839**, a company incorporated under the laws of Hong Kong with limited liability, of Unit 1901-1902, 19FL One Peking, 1 Peking Road, Tsim Sha Tsui, Kowloon, Hong Kong (**Seller**)

Company B (Aust) Pty Limited ACN 658 173 687 of Unit 2302, 130 Elizabeth Street, Sydney NSW 2000 (**Buyer**)

Background

- A. The Seller owns and until Completion will remain the owner of the Shares, which comprise 49% of the issued share capital in the Company.
- B. The Seller wishes to sell the Shares, and the Buyer wishes to buy the Shares, on the terms and conditions of this deed.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this deed:

Asset means each asset owned or held by the Group Companies or used in the Business, including any assets held under any financing or operating lease.

Authorisation means any licence, consent, approval, permit, registration, accreditation, certification or other authorisation given or issued by any Regulatory Authority or any other person.

Business means the business of selling, developing, managing and delivering real estate projects in Australia conducted by the Group Companies.

Business Day means a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally in Sydney, Australia.

Business Plan means the business plan for the Company set out in Schedule 6.

Buyer Group Member means the Buyer and each Related Entity of the Buyer and after Completion includes each Group Company.

Buyer Warranties means the warranties set out in Schedule 5.

CEO Delegations means the matters delegated by the board of directors of the Company to the chief executive officer of the Company as set out in Schedule 4 of the Shareholders' Deed.

China Aoyuan means China Aoyuan Group Limited, a company incorporated under the laws of Cayman Islands with limited liability, the shares of which are listed on The Stock Exchange of Hong Kong Limited, which indirectly holds the entire issued share capital of the Seller.

Claim means any claim, demand or cause of action however arising in relation to:

- (a) any provision of a Transaction Document;
- (b) the Shares or their sale; or
- (c) any other matter connected with any Group Company.

Claim Amount has the meaning given in clause 10.6.

Company means Aoyuan Property Group (Australia) Pty Ltd ACN 600 594 125, details of which are specified in Schedule 2.

Completion means the completion of the sale and purchase of the Shares in accordance with clause 6.

Completion Steps Plan means the steps plan in the spreadsheet containing the heading 'Project Sunshine' and the sub-heading 'Completion Steps Plan', signed or initialled by or on behalf of the Seller and the Buyer for identification, as amended and updated in accordance with clause 2.2(c).

Condition means each condition specified in clause 2.1.

Confidential Information means:

- (a) all information relating to the operations or affairs of any Group Company including all financial or accounting information, all customer names and lists, terms and conditions of supply, sales records, marketing analysis and research and reports and other marketing information and all trade secrets, know how, operating procedures and technical information; and
- (b) all other information:
 - (i) treated by any Group Company as confidential;
 - (ii) which is capable of being protected at law or equity as confidential information;
 - (iii) in respect of which any Group Company owes a duty of confidence to a third party; or
 - (iv) the disclosure of which might cause loss or damage to or otherwise adversely affect any Group Company,

in whatever form and in each case including information that has been disclosed by the Seller or any Group Company or their respective Representatives under the terms of a confidentiality agreement.

Consultancy Agreement means the consultancy agreement between the Company and Bomann Consulting Pty Limited ACN 612 434 107, in the form set out in Attachment 3 of this deed.

Corporations Act means the Corporations Act 2001 (Cth).

Defaulting Party has the meaning given in clause 6.4.

Dividend Policy means the dividend policy of the Company as determined by the board of directors of the Company in accordance with clause 10.4 of the Shareholders' Deed.

Encumbrance means a mortgage, charge, pledge, lien, encumbrance, security interest, title retention, preferential right, trust arrangement, contractual right of set-off, or any other security agreement or arrangement in favour of any person, whether registered or unregistered, including any Security Interest.

End Date means 31 August 2022 or any other date agreed in writing between the Seller and the Buyer.

Gresham Facility means the facility agreement titled 'A\$ facility agreement Aoyuan Australia' between, among others, the Company (as borrower), Gresham Property Funds Management Limited as trustee of GPF No.8 (as financier) and Gresham Property Investments Limited (as security trustee) dated 20 December 2021.

Group Company means each of the Company and each Subsidiary.

GST has the meaning given in the GST Act.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

HK Listing Rules means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited, as amended and supplemented from time to time.

Indemnified Losses means, in relation to any fact, matter or circumstance, all losses, costs, charges, damages, expenses and other liabilities arising out of or in connection with that fact, matter or circumstance including all reasonable legal and other professional expenses on a solicitor-client basis incurred in connection with disputing, defending or settling any claim, action, demand or proceeding relating to that fact, matter or circumstance (including any claim, action, demand or proceeding based on the terms of this deed).

JV Agreement means any joint venture agreement, shareholder agreement and agreement or arrangement under which two or more parties participate in any business activity deriving profits, commissions or other income to which any Group Company is party.

Material Adverse Change means an event, occurrence or change arising from:

- (a) a law, rule, regulation, restraining order, preliminary or permanent injunction or other preliminary or final decision, order or decree made by an Australian court of competent jurisdiction or Australian Government Agency or any court or government agency, authority, commission or entity in any other jurisdiction including Hong Kong and Cayman Islands, which;
- (b) any act of terrorism, outbreak or escalation of war (whether or not declared) or major hostilities, which; or
- (c) any actions taken by any Seller Group Member (including any receiver, receiver and manager, liquidator, provisional liquidator, administrator or trustee appointed in respect of any Seller Group Member or any of their assets and anyone else who is appointed and is in possession or has control of any Seller Group Member's assets for the purpose of enforcing an Encumbrance) or third parties, including creditors, administrators or securityholders which in the Buyer's reasonable opinion,

materially restrains, prohibits, impedes or adversely impacts upon (or could reasonably be expected to materially restrain, prohibit or adversely impede or impact upon) the subject matter of this deed (including the Shares and the Company) or causes a material adverse change in the Business, and is in effect or existence on or before Completion.

Material Contract means any agreement or arrangement to which a Group Company is party that:

- (a) requires or may require payments to or by that Group Company in excess of \$10,000,000 in aggregate;
- (b) cannot be performed in full within 12 months from the date it was entered into or terminated by that Group Company on 3 months' notice or less; or
- (c) might otherwise reasonably be expected to be material to the operation or profitability of that Group Company.

Maximum Liability Amount means \$105,000,000.

Non-Defaulting Party has the meaning given in clause 6.4.

Other Contract means the share sale deed between Silver Mako Pty Limited ACN 658 173 614 (as buyer) and the Seller (as seller) in relation to the sale of 100% of the issued ordinary shares in the capital of A.C.N. 657 824 701 Pty Ltd ACN 657 824 701 entered on or about the date of this deed.

Parramatta Lennox Facility means the document titled 'A\$ facility agreement The Lennox, Parramatta' between the Gresham Property Funds Management Limited as trustee of GFP No.6 (as financier), Gresham Property Investments Limited (as security trustee) and Prime Parramatta Development Pty Ltd (as borrower).

Purchase Price means the amount specified in clause 4.1.

Recipient has the meaning given in clause 15.3.

Recovery Amount has the meaning given in clause 10.6.

Refinancing Steps Plan means the refinancing steps plan in the spreadsheet containing the heading 'Project Sunshine' and the sub-heading 'Refinancing Steps Plan' in the form signed or initialled by or on behalf of the Seller and the Buyer for identification, as amended and updated in accordance with clause 2.2(c).

Regulatory Authority means:

- (a) any government or local authority and any department, minister or agency of any government; and
- (b) any other authority, agency, commission or similar entity having powers or jurisdiction under any law or regulation or the HK Listing Rules.

Related Entity of a corporation means:

- (a) a related body corporate of that corporation within the meaning of section 50 of the Corporations Act; and
- (b) a trustee of any unit trust in relation to which that corporation, or any corporation referred to in paragraph (a), directly or indirectly:
 - (i) controls the right to appoint the trustee;
 - (ii) is in a position to control the casting of more than one half of the maximum number of votes that might be cast at a meeting of holders of units in the trust; or

- (iii) holds or is in a position to control the disposal of more than one half of the issued units of the trust.

Relevant Amount means \$105 million.

Relevant Financier has the meaning given in clause 2.2(c)(i).

Relevant Gresham Facility Entities means:

- (a) the Company;
- (b) Prime ESP 1 Pty Ltd ACN 627 248 257;
- (c) Prime Gordon Pty Ltd ACN 606 139 780;
- (d) Prime Burwood Pty Ltd ACN 616 396 297;
- (e) Prime Hurstville Pty Ltd ACN 615 377 672;
- (f) Prime Moss Vale Pty Ltd ACN 621 544 554;
- (g) Prime EBC Pty Ltd ACN 627 201 521;
- (h) Prime Parramatta Pty Ltd ACN 632 647 904;
- (i) Prime Parramatta Development Pty Ltd ACN 637 983 549;
- (j) Aoyuan Capital Bluestone Holdings Pty Ltd ACN 632 258 327;
- (k) Prime Woollooware 4 Pty Ltd ACN 632 262 241;
- (l) Prime Norwest Holdings Pty Ltd ACN 627 200 408;
- (m) Prime Esplanade Land Pty Ltd ACN 623 092 606; and
- (n) Prime Esplanade Development Pty Ltd ACN 623 084 775.

Relevant Restructuring Documents means the following documents in the formed signed or initialled by or on behalf of the Seller and the Buyer for identification, as amended and updated in accordance with clause 2.2(c):

- (a) the five promissory notes issued by the Seller and guaranteed by Aoyuan Property Group (International) Limited in favour of A.C.N. 657 824 701 Pty Ltd ACN 657 824 701;
- (b) the four loan facility agreements (interest free) between A.C.N. 657 824 701 Pty Ltd ACN 657 824 701 (as lender) and the Company (as borrower);
- (c) up to two loan facility agreements (interest bearing) between A.C.N. 657 824 701 Pty Ltd ACN 657 824 701 (as lender) and the Company (as borrower);
- (d) the five deeds of assignment of promissory note from A.C.N. 657 824 701 Pty Ltd ACN 657 824 701 (as assignor) to the Company (as assignee);
- (e) the five letters from the Seller to the Company accepting the promissory note as repayment;
- (f) the three letters from the Seller to the Company accepting Australian dollars as repayment; and

(g) the five deeds of assignment of promissory note from the Company (as assignor) to the Seller (as assignee).

Representatives means, in relation to a party, all officers, employees, professional advisers, agents and attorneys of the party or of its Related Entities.

Responsible Party means, in respect of a Condition, the party specified in the third column of the table in clause 2.1 opposite that Condition.

RTGS means Real Time Gross Settlement payment.

Security Interest has the meaning given in section 12 of the Personal Property Securities Act 2009 (Cth).

Seller Group Member means the Seller and each Related Entity of the Seller other than each Group Company.

Seller Group Name has the meaning given in clause 5.4(a).

Shareholders' Deed means the shareholders' deed between the Company, the Seller and the Buyer in relation to the Company in the form set out in Attachment 1 of this deed.

Shares means 49% of the issued share capital of the Company which as at the date of this deed comprises the shares specified in Schedule 1.

Subsidiaries means each of the companies specified in Schedule 3.

Supplier has the meaning given in clause 15.3.

Tax means any tax, levy, excise, duty, stamp duty, charge, surcharge, contribution, withholding tax, impost or withholding obligation of whatever nature, whether Australian, foreign, state, municipal, provincial, county or local, whether direct or indirect, by whatever method collected or recovered, together with any fees, penalties, fines, interest or statutory charges.

Third Party Claim means a claim by a third party against the Buyer or a Group Company which gives rise to a Warranty Claim.

Transaction Documents means:

- (a) this deed;
- (b) the Shareholders' Deed;
- (c) the Other Contract; and
- (d) any other document agreed by the parties to be a Transaction Document for the purposes of this deed.

Ultimate Holding Company of a corporation means the ultimate holding company of that corporation within the meaning of section 9 of the Corporations Act.

Warranties means the warranties set out in Schedule 4.

Warranty Claim means any Claim by the Buyer arising out of a breach of a Warranty, including a Claim under clause 9.6.

Woolooware Bay 4 Facility means the document titled 'Syndicated Facility Agreement Woolooware Stage 4' dated 21 September 2021 between, among others, Commonwealth Bank of Australia, National Australia Bank Limited and Standard Chartered (as financiers),

National Australia Bank Limited (as agent and security trustee) and Prime Woollooware 4 Pty Ltd (as borrower).

1.2 Reasonable endeavours

Any provision of this deed which requires a party to use reasonable endeavours or all reasonable endeavours to procure that something is performed or occurs or does not occur does not include any obligation:

(a) to pay any money or to provide any financial compensation, valuable consideration or any other incentive to or for the benefit of any person except for payment of any applicable fee for the lodgement or filing of any relevant application with any Regulatory Authority; or

(b) to commence any legal action or proceeding against any person,

except where that provision expressly specifies otherwise.

1.3 Business Days

If the day on which any act to be done under this deed is a day other than a Business Day, that act must be done on or by the immediately preceding Business Day except where this deed expressly specifies otherwise.

1.4 General rules of interpretation

In this deed headings are for convenience only and do not affect interpretation and, unless the contrary intention appears:

(a) an obligation or a liability assumed by 2 or more persons binds them jointly and severally and a right conferred on 2 or more persons benefits them jointly and severally;

(b) a word importing the singular includes the plural and vice versa, and a word of any gender includes the corresponding words of any other gender;

(c) the word **including** or any other form of that word is not a word of limitation;

(d) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;

(e) a reference to a **person** includes an individual, the estate of an individual, a corporation, a Regulatory Authority, an incorporated or unincorporated association or parties in a joint venture, a partnership and a trust;

(f) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;

(g) a reference to a document or a provision of a document is to that document or provision as varied, novated, ratified or replaced from time to time;

(h) a reference to this deed is to this deed as varied, novated, ratified or replaced from time to time;

(i) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, exhibits, attachments and annexures to it;

- (j) a reference to an agency or body if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or function removed (**obsolete body**), means the agency or body which performs most closely the functions of the obsolete body;
- (k) a reference to a statute includes any regulations or other instruments made under it (**delegated legislation**) and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (l) a reference to **\$** or **dollar** is to Australian currency; and
- (m) this deed must not be construed adversely to a party just because that party prepared it or caused it to be prepared.

2. Conditions precedent

2.1 Conditions

Clauses 3 and 6 do not become binding on the parties and have no force or effect, and Completion cannot take place, unless each of the conditions listed in the first column of the following table has been either satisfied or waived in accordance with clause 2.4:

Condition	Right to waive	Responsible Party
(a) the Buyer has received evidence acceptable to the Buyer that any approval from the board of directors and shareholders (whether by way of shareholders' written approval or, if required by The Stock Exchange of Hong Kong Limited, approval by the shareholders in a general meeting) of China Aoyuan, have been obtained and have not been withdrawn or revoked;	None	Seller
(b) the Buyer has received evidence acceptable to the Buyer that there is no temporary restraining order, preliminary or permanent injunction or other order issued by any court of competent jurisdiction, no preliminary or final decision, determination, or order issued by any Regulatory Authority and no other legal or regulatory restraint or action preventing any of the transactions contemplated by this deed is in effect;	Buyer	Seller
(c) the Buyer has received evidence acceptable to the Buyer (acting reasonably) that all the steps set out in the Refinancing Steps Plan have been implemented in accordance with the Refinancing Steps Plan and on the terms of the Relevant Restructuring Documents;	Buyer	Seller

Condition	Right to waive	Responsible Party
(d) the Buyer, the Seller and the Company have entered into the Shareholders' Deed (the form of which is attached as Attachment 1) and delivered to each other party to that deed their duly executed counterpart of that deed;	Buyer and Seller	Buyer and Seller
(e) if there are any options, rights of pre-emption, rights of first or last refusal or other third party rights or consent over the sale or transfer of any of the Shares or the sale or transfer of any Share (as defined in the Other Contract), each person which has the benefit of such options or rights has irrevocably waived such options or rights in writing;	Buyer	Seller
(f) the Company has secured funding to pay the Relevant Amount to the Seller by the following means: (i) Silver Mako Pty Limited ACN 658 173 614 has borrowed the Relevant Amount under one or more bank facilities or other arrangement or arrangements providing financial accommodation on terms and conditions satisfactory to Silver Mako Pty Limited ACN 658 173 614, and Silver Mako Pty Limited ACN 658 173 614 has subsequently lent the Relevant Amount to A.C.N. 657 824 701 Pty Ltd ACN 657 824 701 on terms and conditions satisfactory to Silver Mako Pty Limited ACN 658 173 614, and A.C.N. 657 824 701 Pty Ltd ACN 657 824 701 has subsequently lent the Relevant Amount to the Company on terms and conditions satisfactory to Silver Mako Pty Limited ACN 658 173 614; or (ii) A.C.N. 657 824 701 Pty Ltd ACN 657 824 701 has borrowed the Relevant Amount under one or more bank facilities or other arrangement or arrangements providing financial accommodation on terms and conditions satisfactory to Silver Mako Pty Limited ACN 658 173 614, and A.C.N. 657 824 701 Pty Ltd	Buyer	Seller

Condition	Right to waive	Responsible Party
<p>(iii) ACN 657 824 701 has subsequently lent the Relevant Amount to the Company on terms and conditions satisfactory to Silver Mako Pty Limited ACN 658 173 614; or</p> <p>any one or more of Silver Mako Pty Limited ACN 658 173 614, A.C.N. 657 824 701 Pty Ltd ACN 657 824 701 and the Company have borrowed, in aggregate, the Relevant Amount under bank facilities or other arrangements providing financial accommodation on terms and conditions satisfactory to Silver Mako Pty Limited ACN 658 173 614, and if Silver Mako Pty Limited ACN 658 173 614 or A.C.N. 657 824 701 Pty Ltd ACN 657 824 701 have borrowed any such part of the Relevant Amount, then:</p> <p>A. in the case of Silver Mako Pty Limited ACN 658 173 614, Silver Mako Pty Limited ACN 658 173 614 has subsequently lent that part of the Relevant Amount to A.C.N. 657 824 701 Pty Ltd ACN 657 824 701 on terms and conditions satisfactory to Silver Mako Pty Limited ACN 658 173 614, and A.C.N. 657 824 701 Pty Ltd ACN 657 824 701 has subsequently lent that part of the Relevant Amount to the Company on terms and conditions satisfactory to Silver Mako Pty Limited ACN 658 173 614; and</p>		

Condition	Right to waive	Responsible Party
<p>B. in the case of A.C.N. 657 824 701 Pty Ltd ACN 657 824 701, A.C.N. 657 824 701 Pty Ltd ACN 657 824 701 has subsequently lent that part of the Relevant Amount to the Company on terms and conditions satisfactory to Silver Mako Pty Limited ACN 658 173 614;</p>		
<p>(g) the Company has paid the Relevant Amount to the Seller, causing all indebtedness owed from the Company to the Seller to be discharged and extinguished in full;</p>	Buyer	Seller
<p>(h) the Buyer has received evidence acceptable to the Buyer (acting reasonably) that either:</p> <p>(i) Gresham Property Funds Management Limited as trustee of GPF No.6 has given its consent either unconditionally or on conditions acceptable to the Buyer (acting reasonably) to the sale of the Shares pursuant to this deed for the purposes of the Parramatta Lennox Facility; or</p> <p>(ii) if the Parramatta Lennox Facility has been replaced by another facility agreement, the person which is party to that facility agreement as financier has given its consent either unconditionally or on conditions acceptable to the Buyer (acting reasonably) to the sale of the Shares pursuant to this deed for the purposes of that facility agreement;</p>	Buyer	Seller
<p>(i) the Buyer has received evidence acceptable to the Buyer (acting reasonably) that Commonwealth Bank of Australia, Standard Chartered and</p>	Buyer	Seller

Condition	Right to waive	Responsible Party
National Australia Bank Limited have given their consent either unconditionally or on conditions acceptable to the Buyer (acting reasonably) to the sale of the Shares pursuant to this deed for the purposes of the Woollooware Bay 4 Facility;		
(j) the Buyer has received evidence acceptable to the Buyer (acting reasonably) that Gresham Property Funds Management Limited as trustee of GPF No.8 has given its consent either unconditionally or on conditions acceptable to the Buyer (acting reasonably) to: <ul style="list-style-type: none"> <li data-bbox="478 840 941 996">(i) the sale of the Shares pursuant to this deed for the purposes of clauses 19.1(a) and 19.1(b) of the Gresham Facility; and <li data-bbox="478 1019 965 1209">(ii) the appointment of Man Yan Chen as an additional director of the Relevant Gresham Facility Entities for the purposes of clause 13.5(o)(ii) of the Gresham Facility; and 	Buyer	Seller
(k) the Buyer has received evidence acceptable to the Buyer (acting reasonably) that all consents from the relevant counterparty to each JV Agreement required for the sale of the Shares have been given either unconditionally or on conditions acceptable to the Buyer (acting reasonably) or no such consent is required.	Buyer	Seller

2.2 Reasonable endeavours to satisfy Conditions

Each Responsible Party must use all reasonable endeavours to ensure that each Condition specified in the first column of the table in clause 2.1 opposite that Responsible Party is satisfied as soon as practicable after the date of this deed and in any event before the End Date and in particular:

- (a) the Seller must as soon as practicable at its own cost prepare and dispatch notices and requests for consent or approval to each party from whom consent or approval is required for the purposes of procuring the satisfaction of each Condition set out in clauses 2.1(a), 2.1(e), 2.1(h), 2.1(i), 2.1(j) and 2.1(k);
- (b) each party must co-operate with, and comply with all reasonable requests of the other party for the purposes of procuring the satisfaction of any Condition and must

not take any action that will or is likely to hinder or prevent the satisfaction of any Condition by the End Date;

- (c) the parties agree and acknowledge that the Refinancing Steps Plan, the Completion Steps Plan and the Relevant Restructuring Documents are indicative as at the date of this deed, and without limiting clause 2.2(b), the Seller and the Buyer must cooperate and provide each other with such assistance as may be reasonably required in connection with the satisfaction of the Conditions set out in clauses 2.1(c), 2.1(f) and 2.1(g), including:
- (i) each of the Seller and the Buyer acting reasonably in considering and agreeing any amendments or updates to the Refinancing Steps Plan, Completion Steps Plan or any Relevant Restructuring Document that may be necessary to meet the reasonable requirements of the Buyer, or a financier or potential financier in relation to the funding of the Relevant Amount (**Relevant Financier**);
 - (ii) without limiting clause 2.2(c)(i), if a Relevant Financier requires an amendment or update to any Relevant Restructuring Document which requires:
 - A. a borrower under any Relevant Restructuring Document to grant for the benefit of the financier or lender under that Relevant Restructuring Document any Encumbrance over any shares in the Company or any of its assets (provided that any consents required from any other financier in relation to that grant of Encumbrance has been obtained); or
 - B. the Company to be permitted to pay, and/or be required to pay, A.C.N. 657 824 701 Pty Ltd ACN 657 824 701 on terms and conditions required by the Relevant Financier;

then the Seller must accept that amendment or update, failure of which will be taken to be a breach of clause 2.2(c)(i);
 - (iii) the Seller procuring the granting of any Encumbrance over any or all of the shares in A.C.N. 657 824 701 Pty Ltd ACN 657 824 701 and the Company as may be required by a Relevant Financier; and
 - (iv) upon request by either party, entering into (and the Seller procuring A.C.N. 657 824 701 Pty Ltd ACN 657 824 701's and the Company's entry into) a payment direction deed or similar arrangement dealing with the payment obligations of relevant parties under the Refinancing Steps Plan, the Completion Steps Plan and the Relevant Restructuring Documents; and
- (d) each Responsible Party must keep the other party informed of any fact, matter or circumstance of which it becomes aware that may result in a Condition specified in the first column of the table in clause 2.1 opposite that Responsible Party specified in the first column of the table in clause 2.1 opposite that Responsible Party not being satisfied in accordance with its terms.

2.3 Notice in relation to satisfaction of Conditions

Each Responsible Party must within 1 Business Day after becoming aware of the satisfaction of any Condition notify the other party of the satisfaction of that Condition and provide reasonable evidence that the Condition has been satisfied.

2.4 Waiver of Conditions

A Condition may be waived and may only be waived:

- (a) if one party is specified in the second column of the table in clause 2.1 opposite that Condition, by that party by notice to the other party; or
- (b) if more than one party is specified in the second column of the table in clause 2.1 opposite that Condition, by written agreement between all of those parties.

A party entitled to waive or to agree to waive a Condition under this clause 2.4 may do so in its absolute discretion. A party that waives or agrees to waive a Condition is not prevented from bringing a Claim against any other party in respect of any breach of this deed that caused that Condition not to be satisfied. If, in respect of a Condition, no party is specified in the second column of the table in clause 2.1 opposite that Condition, then that Condition cannot be waived.

2.5 Failure of Conditions

A party is entitled to terminate this deed by notice to the other party at any time before Completion:

- (a) if any Condition has become incapable of satisfaction and that Condition has not been waived in accordance with clause 2.4 within 5 Business Days after the occurrence of the fact, matter or circumstance which caused that Condition to become incapable of satisfaction;
- (b) if any Condition has not been satisfied or waived in accordance with clause 2.4 before the End Date; or
- (c) if any Condition, having been satisfied on or before the End Date, ceases to be satisfied before Completion,

except where the relevant Condition has become incapable of satisfaction, has not been satisfied, or ceases to be satisfied, as a direct result of a failure by the party seeking to terminate to comply with its obligations under clause 2.2.

3. Sale and purchase of Shares

3.1 Sale and purchase

On Completion the Seller must sell and the Buyer must buy the Shares for the Purchase Price free from all Encumbrances and together with all rights attaching or accruing to the Shares after the date of this deed.

4. Purchase Price

4.1 Purchase Price

The purchase price payable for the Shares is \$1.00 (**Purchase Price**).

4.2 Payment of Purchase Price

On Completion, the Buyer must pay the Purchase Price to the Seller in accordance with clause 6.2 and clause 14.

5. Period before Completion

5.1 Conduct of Business

Subject to clause 5.3, the Seller must procure that until Completion, except with the prior written consent of the Buyer, each Group Company:

- (a) conducts the Business in the ordinary and usual course consistent with its usual business practices and does not make any significant change to the nature or scale of any activity comprised in the Business;
- (b) conducts the Business in accordance with all applicable laws and regulations;
- (c) maintains, and complies with the terms of, all Authorisations necessary to own and operate the Assets and conduct the Business;
- (d) keeps and maintains proper records of all its dealings and transactions relating to the Business;
- (e) protects and maintains each of its physical assets and must maintain appropriate and adequate insurance in respect of each of those assets which are insurable; and
- (f) consults with the Buyer in relation to the preparation and approval of any budget or business plan relating to the Business.

5.2 Restricted conduct

The Seller must procure that until Completion, except with the prior written consent of the Buyer or as required under this deed, each Group Company does not:

- (a) issue or allot any share capital or options, securities or other rights convertible into share capital;
- (b) buy back or redeem any shares or otherwise reduce its share capital or provide financial assistance for the acquisition of its own shares or shares in its holding company;
- (c) declare or pay any dividends or other distributions;
- (d) alter the provisions of its constitution;
- (e) dispose of, create or permit to exist any Encumbrance over, or declare itself the trustee of, any material asset;
- (f) incur or enter into commitments to incur capital expenditure in excess of \$5,000,000 in aggregate;
- (g) enter into any Material Contract;

- (h) terminate or vary the terms of, or do or omit to do anything which might result in the termination or variation of, any Material Contract;
- (i) appoint, replace or remove any directors in any Group Company;
- (j) terminate any service contracts in place with Bomann Consulting Pty Limited;
- (k) vary any current delegations or arrangements by the board of any Group Company to management;
- (l) incur any indebtedness except for borrowing under its existing bank facilities not exceeding \$5,000,000;
- (m) exceed any limitation on indebtedness imposed by, or breach any other covenant given in favour of, any lender or other financier to that Group Company;
- (n) enter into any new bank facilities or other financial accommodation;
- (o) enter into any guarantee or indemnity on behalf of any person or provide security for the obligations of any person except in the ordinary course of business;
- (p) commence any litigation, mediation or arbitration or any other form of dispute resolution the costs of which are likely to exceed \$5,000,000;
- (q) settle or compromise any claims, demands or proceedings for an amount in excess of \$5,000,000 or take steps to do so; or
- (r) authorise, or agree conditionally or otherwise to do, any of the things referred to in this clause 5.2.

5.3 Permitted acts

Nothing in clause 5.1 or clause 5.2 restricts the Seller or a Group Company from doing anything:

- (a) that is expressly required or permitted in a Transaction Document or a Relevant Restructuring Document or contemplated by the Refinancing Steps Plan or the Completion Steps Plan, including the Seller's obligations under clause 2.2(c);
- (b) reasonably and prudently to respond to an emergency or disaster (including a situation giving rise to a risk of personal injury or damage to property); or
- (c) that is necessary for a Group Company to meet its legal or contractual obligations.

5.4 Use of Seller Group Names

- (a) The Buyer acknowledges that the relevant Seller Group Member remains the owner of all trade marks, brand names and business names containing the name 'Aoyuan' (**Seller Group Name**).
- (b) The Seller grants or must procure that the relevant Seller Group Member grants a royalty free, non-transferable, licence to the Buyer to use the Seller Group Name and any trade mark, brand name or business name that includes a Seller Group Name, for a period of up to 6 months following Completion to carry out the Business.
- (c) Each Group Company may continue to use the Seller Group Name and any trade mark, brand name or business name that includes a Seller Group Name for a period of up to 6 months following Completion to carry out the Business, after which time it must cease using the Seller Group Name.

5.5 Consents to change in control

Without limiting the provisions of clause 2.2, the Buyer and the Seller must from the date of this deed until Completion use all reasonable endeavours to obtain, as soon as practicable after the date of this deed and in any event on or before Completion, all consents that are required under the terms of any Material Contract to the change in control of the Company that will occur on Completion on terms acceptable to both the Seller and the Buyer (each acting reasonably) and in particular must:

- (a) in relation to each Material Contract under which a consent is required jointly approach the relevant counterparty to request that consent; and
- (b) promptly provide all information reasonably required by the relevant counterparty in connection with the request for consent.

5.6 Notification of breach

If at any time before Completion the Seller is in breach of its obligations under clause 5.1 or clause 5.2, the Seller must promptly provide notice to the Buyer describing the fact, matter or circumstance giving rise to the breach in reasonable detail.

5.7 Termination by Buyer

If at any time before Completion a Material Adverse Change occurs, then the Buyer may by notice to the Seller at any time before Completion terminate this deed.

6. Completion

6.1 Time and place for Completion

Completion must take place at the Sydney offices of Clayton Utz:

- (a) on the date which is the later of:
 - (i) 29 July 2022; and
 - (ii) the date which is 5 Business Days after all of the Conditions have been satisfied or waived in accordance with clause 2.4; and
- (b) one hour after completion of the Other Contract has occurred in accordance with the terms of the Other Contract,

or at any other place, date or time as the Seller and the Buyer agree in writing.

6.2 Parties' obligations to effect Completion

At Completion or in the case of step 1, at or before Completion, each party must perform, or procure the performance of, the following actions.

Step	Party required to take action	Action
1.	The Seller	(a) Duly convene and hold a meeting of the directors of the Company at which the directors resolve, with effect on and from Completion and subject to Completion occurring to:

Step	Party required to take action	Action
		<ul style="list-style-type: none"> (i) approve the registration of the Buyer as the holder of the Shares; (ii) approve the cancellation of the original share certificates in respect of the Shares, or the execution of statements of lost certificate for any lost share certificates in respect of the Shares and the issue of new share certificates in respect of the Shares in favour of the Buyer; (iii) approve the updating of the register of members of the Company in respect of the sale of the Shares by the Seller to the Buyer; (iv) approve the entry into the Shareholders' Deed by the Company; (v) approve the Business Plan for the Company; (vi) adopt the CEO Delegations; (vii) approve the entry into the Consultancy Agreement by the Company; (viii) appoint Adrian Liaw as a director of the Company, subject to receiving a consent to act as director duly signed by Adrian Liaw; (ix) appoint Man Yan Chen as a director of each Group Company, subject to receiving a consent to act as director duly signed by Man Yan Chen; (x) record the resignation of Pei Wu and Leng Yang as directors of the Company whose resignation effective from Completion is to be delivered under step 3(e) of this table; and (xi) adopt the Dividend Policy.
2.	The Seller	A special resolution of the shareholders of the Company is passed at a general meeting of the Company approving the amendment of the constitution of the Company set out in Schedule 7 with effect on and from Completion.
3.	The Seller	<p>Deliver to the Buyer:</p> <ul style="list-style-type: none"> (a) completed transfers of the Shares in favour of the Buyer as transferee duly executed by the registered holder as transferor and any original share certificates, or duplicate share certificates issued by the relevant Group Company together with duly executed statements of lost certificate for any lost share certificates, in respect of all Shares;

Step	Party required to take action	Action
		(b) documentation evidencing to the satisfaction of the Buyer: <ul style="list-style-type: none"> (i) the repayment of all indebtedness owing from any Seller Group Member to any Group Company procured in accordance with clause 7.1; and (ii) the repayment of all indebtedness owing from any Group Company to any Seller Group Member (other than any indebtedness owed from the Company to A.C.N. 657 824 701 Pty Ltd ACN 657 824 701) procured in accordance with clause 7.2; (c) duly signed minutes of each meeting convened under step 1 of this table and documentation evidencing to the satisfaction of the Buyer the passing of the resolutions specified in step 1; (d) the Consultancy Agreement duly executed by the Company and Bomann Consulting Pty Limited ACN 612 434 107; (e) the written resignation in the form attached as Attachment 2 of Pei Wu and Leng Yang as directors of the Company; (f) a copy of the written resolutions of the board of directors of the Seller approving this deed, the transactions contemplated hereunder and all other documents contemplated hereunder to which the Seller is a party, and the execution, delivery and performance of all such documents by the Seller; and (g) a copy of the written resolutions of the board of directors of China Aoyuan approving this deed and the transactions contemplated hereunder.
4.	The Buyer	Pay the Purchase Price to the Seller by RTGS.

6.3 Interdependence of obligations at Completion

The obligations of the parties under clause 6.2 are interdependent and must be performed, as nearly as possible, simultaneously. If any obligation specified in clause 6.2 is not performed on or before Completion then, without limiting any other rights of the parties, Completion is taken not to have occurred and any document delivered, or payment made, under clause 6.2 must be returned to the party that delivered it or paid it.

6.4 Notice to complete

If Completion does not occur in accordance with this clause 6 because of the failure of any party (**Defaulting Party**) to satisfy any of its obligations under this clause 6 then:

- (a) the Buyer (where the Defaulting Party is the Seller); or
- (b) the Seller (where the Defaulting Party is the Buyer),

(in either case the **Non-Defaulting Party**) may give the Defaulting Party a notice requiring the Defaulting Party to satisfy those obligations within a period of 5 Business Days after the date of the notice and specifying that time is of the essence in relation to that notice.

6.5 Remedies for failure to comply with notice

If the Defaulting Party fails to comply with a notice given under clause 6.4, the Non-Defaulting Party may without limiting its other rights or remedies available under this deed or at law:

- (a) immediately terminate this deed, in which case the Non-Defaulting Party may seek damages for breach of this deed; or
- (b) seek specific performance of this deed, in which case:
 - (i) if specific performance is obtained the Non-Defaulting Party may also seek damages for breach of this deed; and
 - (ii) if specific performance is not obtained the Non-Defaulting Party may then terminate this deed and may seek damages for breach of this deed.

6.6 Title and risk

Beneficial ownership of and risk in the Shares will pass from the Seller to the Buyer on Completion.

6.7 Implementation of Completion Steps Plan

- (a) Each party must procure that all the steps set out in the Completion Steps Plan be implemented in accordance with the Completion Steps Plan at the times and in the order specified in the Completion Steps Plan.
- (b) If:
 - (i) the Other Contract is terminated; or
 - (ii) completion of the Other Contract occurs in accordance with the terms of the Other Contract but Completion does not occur in accordance with the terms of this deed on the date of completion of the Other Contract,

then, without limiting any other rights of the parties:

 - (iii) this deed is automatically terminated, and the parties acknowledge and agree that, if clause 6.7(b)(ii) applies, the Other Contract is automatically terminated;
 - (iv) the Seller must promptly (and in any event no later than one Business Day after the date of termination of the Other Contract or completion of the Other Contract (as applicable)):
 - A. procure payment of the Relevant Amount to Silver Mako Pty Limited ACN 658 173 614 or its nominee or nominees; and
 - B. do, and procure its Ultimate Holding Company and the Subsidiaries of the Seller's Ultimate Holding Company promptly do, all acts and execute and deliver all further documents reasonably requested by the Buyer to ensure that the Relevant Amount is promptly (and in any event no later than one Business Day after the date of termination of the Other Contract or completion of the Other Contract (as

applicable)) paid to the Buyer or its nominee or nominees;
and

- (v) without limiting the above, the Buyer and the Seller must take all steps within their control to unwind each step taken prior to termination of the Other Contract or completion of the Other Contract (as applicable) pursuant to the Refinancing Steps Plan, Completion Steps Plan and Relevant Restructuring Documents, and must cooperate and act reasonably in respect of the unwinding of these steps and, if applicable, completion of the Other Contract under this clause 6.7(b).

7. Repayment of indebtedness

7.1 Indebtedness owed to the Group Companies

The Seller must procure that by no later than Completion all indebtedness owed from any Seller Group Member to each Group Company is discharged and extinguished in full.

7.2 Indebtedness owed to any Seller Group Member

The Seller must procure that by no later than Completion all indebtedness owed from any Group Company to any Seller Group Member (other than any indebtedness owed from the Company to A.C.N. 657 824 701 Pty Ltd ACN 657 824 701) is discharged and extinguished in full. The parties acknowledge and agree that an indebtedness equal to the Relevant Amount owed from the Company to the Seller will be discharged and extinguished at Completion.

7.3 Exclusion

For the avoidance of doubt, on and from Completion, there will be no indebtedness owing from any Seller Group Member to any Group Company or from any Group Company to any Seller Group Member (other than any indebtedness owed from the Company to A.C.N. 657 824 701 Pty Ltd ACN 657 824 701).

7.4 Indebtedness owed to any third party

On and from Completion, the Buyer indemnifies the Seller Group Members against any liabilities arising under the Gresham Facility, the Parramatta Lennox Facility and the Woolooware Bay 4 Facility owed by any Group Company to the lenders under those facilities.

8. Other obligations following Completion

8.1 Power of attorney

In consideration of the Buyer entering into this deed and for other valuable consideration, the Seller irrevocably appoints the Buyer as its attorney from Completion until the Buyer becomes registered as the holder of the Shares with authority to exercise all powers of a registered holder of the Shares and during the term of that appointment:

- (a) the Buyer may do in the name of the Seller and on its behalf everything necessary or expedient in the Buyer's sole discretion to:
- (i) exercise any rights attaching to the Shares, including rights to appoint a proxy or representative and voting rights; and
 - (ii) receive any dividend or other entitlement paid or credited to the Seller in respect of the Shares;

- (b) unless requested by the Buyer, the Seller must not, whether by corporate representative, proxy or otherwise, attempt to attend or vote at any general meeting of the Company or take any other action as the registered holder of the Shares; and
- (c) the Seller declares that all acts and things done by the Buyer in exercising powers under this power of attorney will be as good and valid as if they had been done by the Seller and agrees to ratify and confirm whatever the Buyer does in exercising powers under this power of attorney.

8.2 Consents to change in control

The Seller must, for a period of 12 months after Completion, promptly provide all assistance as the Buyer reasonably requires to obtain consents that are required under the terms of any Material Contract to the change in control of the Company that occurred on Completion and which have not been obtained on or before Completion.

8.3 Encumbrances to be procured

On and from Completion, if a Relevant Restructuring Document contains the requirement referred to in clause 2.2(c)(ii), each party must use reasonable endeavours to procure the grant for the benefit of the Relevant Financier the Encumbrance required under that Relevant Restructuring Document, including:

- (a) doing all acts and executing and delivering all further documents reasonably required to obtain any consents required from any other financier in relation to that grant of Encumbrance or any authorisations; and
- (b) using reasonable endeavours to procure that the Company uses reasonable endeavours to procure that grant of Encumbrance and do all acts and execute and deliver all further documents reasonably required for such consents and authorisations.

9. Warranties

9.1 Warranties

The Seller warrants to the Buyer that each Warranty is correct and not misleading or deceptive as at:

- (a) the date of execution by the Seller of this deed; and
- (b) the time immediately prior to Completion,

unless the Warranty is expressed to be given only at a particular time in which case it is given as at that time.

9.2 Warranties separate

Each Warranty is to be treated as a separate Warranty and is not limited by reference to any other Warranty or any other provision of any Transaction Document.

9.3 Survival

Each Warranty will remain in full force and effect after Completion and a Warranty Claim is not limited to breaches identified prior to Completion.

9.4 Reliance

The parties acknowledge that the Buyer has entered into each Transaction Document in reliance on the Warranties.

9.5 Warranties not limited by inquiries or knowledge

Except as expressly set out in this deed, no Warranty is excluded or limited by:

- (a) any inquiry or investigation made by or on behalf of the Buyer or any of its Representatives;
- (b) any actual or constructive knowledge of the Buyer or any of its Representatives that any Warranty is or may be incorrect; or
- (c) any other act, matter or thing.

9.6 Indemnity for breach of Warranty

Without limiting any other remedy available to the Buyer, the Seller indemnifies the Buyer against, and must pay to the Buyer on demand:

- (a) the amount of any Indemnified Loss suffered or incurred by the Buyer or any Group Company arising out of or in connection with the breach of any Warranty; and
- (b) an amount equal to, any additional Tax assessable on any Buyer Group Member arising out of or in connection with the receipt by the Buyer of a payment under this clause 9.6 or otherwise arising out of or in connection with the breach of any Warranty.

9.7 Acknowledgments

The Buyer acknowledges and agrees that:

- (a) in entering into and performing this deed it does not rely on any representation, warranty, terms or conditions, forecast or other conduct made by or on behalf of the Seller, except as expressly set out in this deed;
- (b) subject to any law to the contrary, and except as expressly provided for in this deed, all terms, conditions, warranties and statements whether express or implied, written, oral, statutory or otherwise are excluded to the extent permitted by law; and
- (c) neither it nor any Group Company is entitled to recover against the Seller more than once in respect of the same loss.

9.8 Seller to notify of potential breaches

If before Completion, the Seller becomes aware of any fact, matter or circumstance which results in or is reasonably likely to result in a breach of any Warranty before Completion the Seller must promptly provide to the Buyer notice describing that fact, matter or circumstance in reasonable detail.

9.9 Termination for breach of Warranty

Without limiting any other rights of the Buyer under this deed, if before Completion the Buyer becomes aware of any fact, matter or circumstance which results in or is reasonably likely to result in a breach of a Warranty if Completion were to occur, then the Buyer may give notice of the relevant fact, matter or circumstance and may then:

- (a) by notice to the Seller at any time before Completion terminate this deed; or

- (b) proceed to Completion in which case the Buyer will be entitled to make a Warranty Claim following Completion in respect of that fact, matter or circumstance.

9.10 No action against any Group Company or officers and employees

- (a) Subject to any applicable law, with effect on and from Completion, the Seller waives and must procure that each other Seller Group Member waives all rights and claims that it may have against each Group Company and their respective current and former officers and employees in relation to any matter arising directly or indirectly in connection with a Transaction Document or the sale of the Shares or the conduct of the Business prior to Completion, except to the extent that those rights or claims arise out of the fraud, wilful misconduct or wilful default of the relevant Group Company or their respective current or former officers or employees. The parties acknowledge and agree that:
- (i) the Buyer has sought and obtained this waiver as agent for and on behalf of each Group Company and each Group Company's current and former officers and employees and holds the benefit of this clause 9.10(a) as trustee for them; and
 - (ii) the provisions of this clause 9.10(a) may be enforced by the Buyer on behalf of and for the benefit of each Group Company and each Group Company's current and former officers and employees and those persons may plead this clause 9.10(a) in answer to any claim made by any Seller Group Member against them.
- (b) Subject to any applicable law, with effect on and from Completion, the Buyer waives and must procure that each other Buyer Group Member waives all rights and claims that it may have against each Group Company and their respective current and former officers and employees in relation to any matter arising directly or indirectly in connection with a Transaction Document or the sale of the Shares or the conduct of the Business prior to Completion, except to the extent that those rights or claims arise out of the fraud, wilful misconduct or wilful default of the relevant Group Company or their respective current or former officers or employees. The parties acknowledge and agree that:
- (i) the Seller has sought and obtained this waiver as agent for and on behalf of each Group Company and each Group Company's current and former officers and employees and holds the benefit of this clause 9.10(b) as trustee for them; and
 - (ii) the provisions of this clause 9.10(b) may be enforced by the Seller on behalf of and for the benefit of each Group Company and each Group Company's current and former officers and employees and those persons may plead this clause 9.10(b) in answer to any claim made by any Buyer Group Member against them.

9.11 Buyer Warranties

The Buyer warrants to the Seller that each Buyer Warranty is true and correct as at the date of execution by the Buyer of this deed and as at the time immediately prior to Completion.

9.12 Tax gross up

If the Seller is liable to pay an amount to any Buyer Group Member in respect of a Claim and that payment results in an increase in the Tax payable by any Buyer Group Member, then the payment must be grossed-up by the amount necessary to ensure that the net amount retained by the Buyer Group Member after deduction of or payment of that additional Tax equals the amount the Buyer Group Member would have retained had that additional Tax not been payable.

10. Limitations of liability

10.1 Disclosure

The Seller is not liable in respect of a Warranty Claim if the fact, matter or circumstance giving rise to the Warranty Claim is disclosed or described in a Transaction Document or in information provided by or on behalf of the Seller to or on behalf of the Buyer prior to the date of this deed.

10.2 Time limits for Warranty Claims

The Seller is not liable in respect of a Warranty Claim unless the Buyer gives the Seller notice describing in reasonable detail each fact, matter or circumstance giving rise to the Warranty Claim and stating the basis on which that fact, matter or circumstance may give rise to a Warranty Claim by no later than 2 years after Completion.

10.3 Threshold for Warranty Claims

The Seller is not liable in respect of a Warranty Claim unless the aggregate amount that the Buyer would be entitled to recover, but for this clause 10.3, in relation to all Warranty Claims is at least \$1,000,000, in which case the Seller is liable for the whole of that amount and not merely the excess.

10.4 Other limitations of liability

The Seller is not liable in respect of any Warranty Claim to the extent that:

- (a) the loss or damage giving rise to the Warranty Claim is recovered by any Buyer Group Member under another Warranty Claim or is made good or otherwise compensated for without cost to any Buyer Group Member; or
- (b) the Warranty Claim arises out of anything done or omitted to be done in accordance with the terms of any Transaction Document or with the prior written approval of the Buyer.

10.5 Maximum recovery

The maximum aggregate amount recoverable by the Buyer from the Seller in relation to all Claims in connection with this deed and the Other Contract, whether in contract, tort (including negligence) under statute or otherwise is the Maximum Liability Amount, provided that that maximum aggregate liability of the Seller under both this deed and the Other Contract will not exceed the Maximum Liability Amount.

10.6 Reimbursement of payments subsequently received

If the Buyer receives payment from the Seller in respect of a Claim (**Claim Amount**) and within 12 months after that payment is received any Buyer Group Member receives any payment by reason of the fact, matter or circumstance to which the Claim relates (**Recovery Amount**), then the Buyer will within 20 Business Days after that payment is received repay to the Seller an amount equal to the lesser of the Claim Amount and the Recovery Amount less:

- (a) all costs incurred by any Buyer Group Member in recovering the Recovery Amount (including any increase in insurance premiums in respect of future periods); and
- (b) any Tax payable by any Buyer Group Member as a result of receiving the Recovery Amount.

10.7 Circumstances where limitations not to apply

None of the limitations in this clause 10 apply to any Claim to the extent that it arises out of, or is increased as a result of any fraud, wilful default or wilful concealment by the Seller or any of its Representatives.

11. Third Party Claims

11.1 Notice

Without limiting any other rights of the Buyer under this deed, if after Completion the Buyer becomes aware of any Third Party Claim the Buyer must within 30 Business Days after becoming aware of the Third Party Claim give the Seller notice of the Third Party Claim.

11.2 Obligations after notice given

If the Buyer gives notice under clause 11.1 then until the Third Party Claim has been finally resolved:

- (a) the Buyer must act and must procure that each relevant Group Company acts with due diligence in conducting the defence of the Third Party Claim;
- (b) the Buyer must not take any action in relation to, or settle or make any admission of liability or compromise the Third Party Claim, or any matter which gives rise to the Third Party Claim, without the prior consent of the Seller which consent must not be unreasonably withheld or delayed;
- (c) the Buyer must give to the Seller all information as the Seller may reasonably require in relation to the progress of the Third Party Claim and must consult with the Seller in relation to the conduct of any proceedings or negotiations in relation to the Third Party Claim; and
- (d) the Seller must provide to the Buyer and each relevant Group Company and their professional advisers all information and assistance as the Buyer and each relevant Group Company reasonably require to enable them to avoid, dispute, resist, defend, appeal, compromise or mitigate the Third Party Claim and in particular must:
 - (i) provide the Buyer and each relevant Group Company and their professional advisers with reasonable access to all employees and records of the Seller as the Buyer reasonably requires in connection with the Third Party Claim and permit the Buyer to take copies of those records; and
 - (ii) use all reasonable endeavours (including the reimbursement of all reasonable out of pocket expenses) to procure that employees and officers of the Seller provide all witness statements and other evidence that the Buyer and each relevant Group Company reasonably require to enable them to avoid, dispute, resist, defend, appeal, compromise or mitigate the Third Party Claim.

12. Confidentiality

12.1 No announcement or other disclosure of transaction

Except as permitted by clause 12.2:

- (a) the Seller must keep confidential, and must:
 - (i) procure that each Seller Group Member and each of their respective Representatives, keeps confidential; and
 - (ii) until Completion procure that each Group Company and each of their respective Representatives, keeps confidential,

the existence of and the terms of this deed and all negotiations between the parties in relation to the subject matter of this deed; and
- (b) the Buyer must keep confidential, and must procure that each Buyer Group Member and each of their respective Representatives keeps confidential, the existence of and the terms of this deed, all negotiations between the parties in relation to the subject matter of this deed and all other information given to it under this deed.

12.2 Permitted disclosure

Nothing in this deed prevents a person from disclosing matters referred to in clause 12.1:

- (a) if disclosure is required to be made by law or the rules of a recognised stock or securities exchange (including the HK Listing Rules) and the party whose obligation it is to keep matters confidential or procure that those matters are kept confidential:
 - (i) has not through any voluntary act or omission (other than the execution of this deed) caused the disclosure obligation to arise; and
 - (ii) has before disclosure is made notified each other party of the requirement to disclose and, where the relevant law or rules permit and where practicable to do so, given each other party a reasonable opportunity to comment on the requirement for and proposed contents of the proposed disclosure;
- (b) if disclosure is made by way of a written announcement the terms of which have been agreed in writing by the parties prior to the making of the announcement;
- (c) if disclosure is reasonably required to enable a party to perform its obligations under this deed;
- (d) to any professional adviser of a party who has been retained to advise in relation to the transactions contemplated by the Transaction Documents or to the auditor of a party;
- (e) to any debt or equity financier or proposed financier to a party in relation to the transactions contemplated by any Transaction Document (and their respective professional advisers);
- (f) with the prior written approval of each party other than the party whose obligation it is to keep those matters confidential or procure that those matters are kept confidential; or
- (g) where the matter has come into the public domain otherwise than as a result of a breach by any party of this deed,

and nothing in this deed prevents the Buyer from disclosing matters referred to in clause 12.1 to a potential acquirer of the Shares or the Business or any part of it but only if that person has entered into a written agreement in favour of the Buyer or the relevant Group Companies undertaking to keep that information confidential.

12.3 No use or disclosure of Confidential Information

Except pursuant to and in accordance with a Transaction Document, the Seller must not at any time whether before or after Completion use or disclose to any person other than the Buyer and its Representatives any Confidential Information except if disclosure is required to be made by law or with the prior written approval of the Buyer.

13. Termination

13.1 Effect of termination

If this deed is terminated then:

- (a) the provisions of this deed will cease to have effect except for the provisions of clauses 1, 6.7(b), 12.1 and 12.2, this clause 13 and clauses 15 to 20 which will survive termination;
- (b) each party retains the rights it has against the others in respect of any breach of this deed occurring before termination; and
- (c) if the Buyer terminates this deed, the Seller indemnifies the Buyer against, and must pay to the Buyer on demand the amount of, any Indemnified Loss suffered or incurred by the Buyer arising out of or in connection with the negotiation, preparation and entry into, and the performance by the Buyer of any obligations under each Transaction Document.

14. Payments

14.1 Direction

Any reference in this deed to a payment to any party includes payment to another person at the direction of that party.

14.2 Method of payment

Payment of any amount due under this deed by any party must be made by the paying party to the recipient party by:

- (a) electronic funds transfer to an account with an Australian bank specified by the recipient party to the paying party at least 3 Business Days before the due date for payment and confirmed by the paying party to the recipient party by notice;
- (b) unendorsed bank cheque drawn on an Australian bank or other immediately available funds; or
- (c) in any other manner reasonably required by the recipient party in writing.

14.3 No deduction

Any payment to be made under this deed must be made free and clear of any set-off, deduction or withholding, except where that set-off, deduction or withholding is required or compelled by law.

14.4 Gross-up for withholdings

Any person who is required or compelled by law to make any deduction or withholding from any amount payable under this deed must, to the extent permitted by law, pay to the payee an additional amount sufficient to ensure that the amount received by the payee equals the full amount that would have been received by the payee, if that deduction or withholding had not been required or compelled.

15. GST

15.1 Interpretation

The parties agree that:

- (a) except where the context suggests otherwise, terms used in this clause 15 have the meanings given to those terms by the GST Act (as amended from time to time);
- (b) any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 15; and
- (c) any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause.

15.2 Reimbursements and similar payments

Any payment or reimbursement required to be made under this deed any other Transaction Document that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

15.3 GST payable

If GST is payable in relation to a supply made under or in connection with this deed or any other Transaction Document then any party (**Recipient**) that is required to provide consideration to another party (**Supplier**) for that supply must pay an additional amount to the Supplier equal to the amount of that GST at the same time as other consideration is to be provided for that supply or, if later, within 5 Business Days of the Supplier providing a valid tax invoice to the Recipient.

15.4 Variation to GST payable

If the GST payable in relation to a supply made under or in connection with this deed or any other Transaction Document varies from the additional amount paid by the Recipient under clause 15.3 then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any ruling, advice, document or other information received by the Recipient from the Australian Taxation Office in relation to any supply made under this deed or any other Transaction Document will be conclusive as to the GST payable in relation to that supply. Any payment, credit or refund under this paragraph is deemed to be a payment, credit or refund of the additional amount payable under clause 15.3.

16. Notices

16.1 How notice to be given

Each communication (including each notice, consent, approval, request and demand) under or in connection with this deed:

- (a) must be given by personal service, post or email;
- (b) must be in legible writing and in English;
- (c) must be addressed as follows (or as otherwise notified by that party to each other party from time to time):
 - (i) if to the Seller:

Attention: Mr. Sam Leng

Address: Aoyuan Tower, No. 48 Wanhui Yi Road, Panyu District, Guangzhou, Guangdong, China 511445

Email: lengyang@aoyuan.net
 - (ii) if to the Buyer:

Attention: The Directors

Address: Apartment 23.02, 130 Elizabeth Street, Sydney NSW 2000

Email: liaw.adrian@gmail.com
- (d) (in the case of personal service or post) must be signed by the party making it or (on that party's behalf) by the solicitor for, or an attorney, director, secretary or authorised agent of, that party;
- (e) (in the case of email) must be in pdf or other format that is a scanned image of the original of the communication, including a handwritten signature, and be attached to an email that states that the attachment is a communication under this deed; and
- (f) must be delivered by hand or posted by prepaid post to the address or sent by email to the email address, of the addressee, in accordance with clause 16.1(c).

16.2 When notice taken to be received

Without limiting the ability of a party to prove that a notice has been given and received at an earlier time, each communication (including each notice, consent, approval, request and demand) under or in connection with this deed: is taken to be given by the sender and received by the recipient:

- (a) (in the case of delivery by hand) on delivery;
- (b) (in the case of prepaid express post sent to an address in the same country) on the second Business Day after the date of posting;
- (c) (in the case of prepaid express post sent to an address in another country) on the fourth Business Day after the date of posting;
- (d) (in the case of email, whether or not containing attachments) the earlier of:
 - (i) the time sent (as recorded on the device from which the sender sent the email) unless, within 4 hours of sending the email, the party sending the email receives an automated message that the email has not been delivered;
 - (ii) receipt by the sender of an automated message confirming delivery; and

- (iii) the time of receipt as acknowledged by the recipient (either orally or in writing),

provided that:

- (e) the communication will be taken to be so given by the sender and received by the recipient regardless of whether:
 - (i) the recipient is absent from the place at which the communication is delivered or sent;
 - (ii) the communication is returned unclaimed; and
 - (iii) (in the case of email) the email or any of its attachments is opened by the recipient;
- (f) if the communication specifies a later time as the time of delivery, then that later time will be taken to be the time of delivery of the communication; and
- (g) if the communication would otherwise be taken to be received on a day that is not a working day or after 5.00 pm, it is taken to be received at 9.00 am on the next working day ("working day" meaning a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally, in the place to which the communication is delivered or sent).

16.3 Notices sent by more than one method of communication

If a communication delivered or sent under this clause 16 is delivered or sent by more than one method, the communication is taken to be given by the sender and received by the recipient whenever it is taken to be first received in accordance with clause 16.2.

17. Entire agreement

To the extent permitted by law, the Transaction Documents constitute the entire agreement between the parties in relation to their subject matter including the sale and purchase of the Shares and supersedes all previous agreements and understandings between the parties in relation to their subject matter.

18. General

18.1 Amendments

This deed may only be varied by a document signed by or on behalf of each party.

18.2 Assignment

A party cannot assign or otherwise transfer any of its rights under this deed without the prior consent of each other party.

18.3 Consents

Unless this deed expressly provides otherwise, a consent under this deed may be given or withheld in the absolute discretion of the party entitled to give the consent and to be effective must be given in writing.

18.4 Costs

Except as otherwise provided in this deed, each party must pay its own costs and expenses and the Seller must pay any costs and expenses of each Group Company in connection with:

- (a) negotiating, preparing, executing and performing each Transaction Document; and
- (b) any subsequent consent, agreement, approval, waiver or amendment required by a Group Company relating to Completion.

18.5 Further acts and documents

Each party must promptly do, and procure that its employees and agents promptly do, all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this deed.

18.6 No merger

A party's rights and obligations do not merge on completion of any transaction under this deed.

18.7 Severance

If any provision or part of a provision of this deed is held or found to be void, invalid or otherwise unenforceable (whether in respect of a particular party or generally), it will be deemed to be severed to the extent that it is void or to the extent of voidability, invalidity or unenforceability, but the remainder of that provision will remain in full force and effect.

18.8 Stamp duties

The Buyer:

- (a) must pay all stamp duties and other duties, together with any related fees, penalties, fines, interest or statutory charges, and similar Taxes in respect of this deed; and
- (b) indemnifies the Seller against, and must pay to the Seller on demand the amount of, any Indemnified Loss suffered or incurred by the Seller arising out of or in connection with any delay or failure to comply with clause 18.8(a).

18.9 Operation of indemnities

Without limiting any other provision of this deed, the parties agree that:

- (a) each indemnity in this deed is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this deed; and
- (b) it is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this deed.

18.10 Waivers

Without limiting any other provision of this deed, the parties agree that:

- (a) failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this deed by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed;
- (b) a waiver given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party; and

- (c) no waiver of a breach of a term of this deed operates as a waiver of another breach of that term or of a breach of any other term of this deed.

19. Electronic counterparts

19.1 Counterparts

This deed may be executed in any number of counterparts by or on behalf of a party and by the parties in separate counterparts. Each counterpart constitutes an original of this deed, and all together constitute one agreement.

19.2 Electronic exchange

Without limitation, the parties agree that their communication of an offer or acceptance of this deed, including exchanging counterparts, may be by any electronic method that evidences that party's execution of this deed.

20. Governing law, jurisdiction and service of process

20.1 Governing law and jurisdiction

This deed is governed by the law applying in New South Wales. Each party irrevocably submits to the non-exclusive jurisdiction of the courts having jurisdiction in that state and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this deed and waives any objection it may have now or in the future to the venue of any proceedings, and any claim it may have now or in the future that any proceedings have been brought in an inconvenient forum, if that venue falls within this clause 20.1.

20.2 Service of process

The Seller agrees that service of process can be made to Unit 1901-1902, 19FL One Peking, 1 Peking Road, Tsim Sha Tsui, Kowloon, Hong Kong.

Schedule 1 Seller and Shares

Name of Seller	Number of Shares
Grand First Holdings Limited	4,900 fully paid ordinary shares

Schedule 2 Details of the Company

Name	Aoyuan Property Group (Australia) Pty Ltd
Registration No.	ACN 600 594 125
Issued share capital	10,000 fully paid ordinary shares of \$1.00 each
Registered shareholders	Grand First Holdings Limited: 10,000 ordinary shares
Place of registration	New South Wales
Directors as at the date of this deed	Elton Kwok Fai Li Pei Wu Leng Yang
Secretary as at the date of this deed	Man Yan Chen
Auditor	Deloitte Touche Tohmatsu
Registered office	C/- LLK Accountants Pty Ltd Suite 302, Level 3, 121 Walker Street, North Sydney NSW 2060

Schedule 3 Details of the Subsidiaries

Name	Prime Parramatta Pty Ltd
Registration No.	ACN 632 647 904
Issued capital	1,000 fully paid ordinary shares of \$1.00 each
Registered shareholders	Aoyuan Property Group (Australia) Pty Ltd: 1,000 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok Fai Li Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Prime Melrose Property Pty Ltd
Registration No.	ACN 609 615 821
Issued capital	100 fully paid ordinary shares of \$1.00 each
Registered shareholders	Aoyuan Property Group (Australia) Pty Ltd: 100 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok Fai Li Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Prime EBC Pty Ltd
Registration No.	ACN 627 201 521
Issued capital	1,000 fully paid ordinary shares of \$1.00 each
Registered shareholders	Aoyuan Property Group (Australia) Pty Ltd: 1,000 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok Fai Li Adrian Liaw
Secretary	Man Yan Chen

Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060
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Name	Prime Moss Vale Pty Ltd
Registration No.	ACN 621 544 554
Issued capital	1,000 fully paid ordinary shares of \$1.00 each
Registered shareholders	Aoyuan Property Group (Australia) Pty Ltd: 1,000 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok Fai Li Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Prime Hurstville Pty Ltd
Registration No.	ACN 615 377 672
Issued capital	1,000 fully paid ordinary shares of \$1.00 each
Registered shareholders	Aoyuan Property Group (Australia) Pty Ltd: 1,000 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok Fai Li Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Prime Burwood Pty Ltd
Registration No.	ACN 616 396 297
Issued capital	1,000 fully paid ordinary shares of \$1.00 each
Registered shareholders	Aoyuan Property Group (Australia) Pty Ltd: 1,000 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok Fai Li

	Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Prime Gordon Pty Ltd
Registration No.	ACN 606 139 780
Issued capital	1,000 fully paid ordinary shares of \$1.00 each
Registered shareholders	Aoyuan Property Group (Australia) Pty Ltd: 1,000 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok Fai Li Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Prime ESP 1 Pty Ltd
Registration No.	ACN 627 248 257
Issued capital	1,000 fully paid ordinary shares of \$1.00 each
Registered shareholders	Aoyuan Property Group (Australia) Pty Ltd: 1,000 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok Fai Li Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Prime Turramurra Pty Ltd
Registration No.	ACN 609 616 131
Issued capital	100 fully paid ordinary shares of \$1.00 each
Registered shareholders	Aoyuan Property Group (Australia) Pty Ltd: 100 ordinary shares

Place of registration	New South Wales
Directors	Elton Kwok Fai Li Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Prime & Famous Pty Ltd
Registration No.	ACN 606 198 136
Issued capital	10 fully paid ordinary shares of \$1.00 each
Registered shareholders	Aoyuan Property Group (Australia) Pty Ltd: 10 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok Fai Li Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Prime Centre Pty Ltd
Registration No.	ACN 600 953 384
Issued capital	10,000 fully paid ordinary shares of \$1.00 each
Registered shareholders	Aoyuan Property Group (Australia) Pty Ltd: 10,000 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok Fai Li Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Aoyuan Real Estate Services Pty Ltd
Registration No.	ACN 636 016 478

Issued capital	1,000 fully paid ordinary shares of \$1.00 each
Registered shareholders	Aoyuan Property Group (Australia) Pty Ltd: 1,000 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok Fai Li Franky Tjhin Adrian Liaw
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Prime Capital Bluestone Pty Ltd
Registration No.	ACN 632 643 853
Issued capital	1,000 fully paid ordinary shares of \$1.00 each
Registered shareholders	Aoyuan Property Group (Australia) Pty Ltd: 1,000 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok Fai Li Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Prime Development Project Pty Ltd
Registration No.	ACN 603 785 682
Issued capital	10,000 fully paid ordinary shares of \$1.00 each
Registered shareholders	Aoyuan Property Group (Australia) Pty Ltd: 10,000 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok Fai Li Adrian Liaw
Secretaries	Elton Kwok Fai Li Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Prime Parramatta Development Pty Ltd
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Registration No.	ACN 637 983 549
Issued capital	1,000 fully paid ordinary shares of \$1.00 each
Registered shareholders	Prime Parramatta Pty Ltd: 1,000 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok Fai Li Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	130 Elizabeth Street Pty Ltd
Registration No.	ACN 603 786 125
Issued capital	100 fully paid ordinary shares of \$1.00 each
Registered shareholders	Prime Centre Pty Ltd Holding: 70 ordinary shares Ecove Investments Pty Limited Holding: 30 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok-Fai Li Bassam Aflak
Secretary	Mark Abraham
Registered office	Business Consulting House Suite 201, Level 1 3 Australia Avenue, Sydney Olympic Park, NSW 2127

Name	Aoyuan Capital Bluestone Holdings Pty Ltd
Registration No.	ACN 632 258 327
Issued capital	1,000 fully paid ordinary shares of \$1.00 each
Registered shareholders	Capital Corporation Commercial Pty Limited Holding: 250 ordinary shares Name: Prime EBC Pty Ltd Holding: 750 ordinary shares
Place of registration	New South Wales
Directors	Stephen Peter Grant Elton Kwok Fai Li

	Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Prime Woollooware 3 Pty Ltd
Registration No.	ACN 632 648 625
Issued capital	1,000 fully paid ordinary shares of \$1.00 each
Registered shareholders	Aoyuan Capital Bluestone Holdings Pty Ltd: 1,000 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok Fai Li Stephen Peter Grant Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Prime Woollooware 4 Pty Ltd
Registration No.	ACN 632 262 241
Issued capital	1,000 fully paid ordinary shares of \$1.00 each
Registered shareholders	Aoyuan Capital Bluestone Holdings Pty Ltd: 1,000 ordinary shares
Place of registration	New South Wales
Directors	Stephen Peter Grant Elton Kwok Fai Li Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Prime Esplanade Development Pty Ltd
Registration No.	ACN 623 084 775
Issued capital	1,000 fully paid ordinary shares of \$1.00 each
Registered shareholders	Prime Norwest Holding Pty Ltd: 1,000 ordinary shares

Place of registration	New South Wales
Directors	Elton Kwok Fai Li Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Hyde Development Nominees Pty Ltd
Registration No.	ACN 603 787 855
Issued capital	100 fully paid ordinary shares of \$1.00 each
Registered shareholders	Prime Development Project Pty Ltd Holding: 70 ordinary shares Ecove Developments Pty Limited Holding: 30 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok-Fai Li Bassam Aflak
Secretary	Mark Abraham
Registered office	Business Consulting House Suite 201, Level 1 3 Australia Avenue, Sydney Olympic Park, NSW 2127

Name	Prime Esplanade Land Pty Ltd
Registration No.	ACN 623 092 606
Issued capital	1,000 fully paid ordinary shares of \$1.00 each
Registered shareholders	Prime Norwest Holding Pty Ltd: 1,000 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok Fai Li Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Prime Norwest Holding Pty Ltd
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Registration No.	ACN 627 200 408
Issued capital	1,131 fully paid ordinary shares of \$1.00 each
Registered shareholders	Prime ESP 1 Pty Ltd Holding: 990 ordinary shares CCH Property Holdings Pty Ltd Holding: 141 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok Fai Li Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Prime Bargo Pty Ltd
Registration No.	ACN 619 848 074
Issued capital	1,000 fully paid ordinary shares of \$1.00 each
Registered shareholders	Aoyuan Property Group (Australia) Pty Ltd: 1,000 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok Fai Li Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Schedule 4 Warranties

1. The Seller

1.1 Capacity and authorisation

The Seller:

- (a) is a company properly incorporated and validly existing under the laws of Hong Kong; and
- (b) has the legal right and full corporate power and capacity to:
 - (i) execute and deliver this deed; and
 - (ii) perform its obligations under this deed and each transaction effected by or made under this deed,

and, has obtained all necessary authorisations and consents and taken all other actions necessary to enable it to do so.

1.2 Valid obligations

Each Transaction Document (to which the Seller is party) constitutes (or will when executed constitute) valid legal and binding obligations of the Seller and is enforceable against the Seller in accordance with its terms.

1.3 Breach or default

The execution, delivery and performance of this deed by the Seller does not and will not result in a breach of or constitute a default under:

- (a) any agreement to which the Seller is party;
- (b) any provision of the constitution of the Seller; or
- (c) any law or regulation or any order, judgment or determination of any court or Regulatory Authority by which the Seller is bound.

1.4 Solvency

None of the following events has occurred in relation to the Seller and each of the Group Companies:

- (a) a receiver, receiver and manager, liquidator, provisional liquidator, administrator or trustee is appointed in respect of the Seller or any Group Company or any of their assets or anyone else is appointed who (whether or not as agent for the Seller or any Group Company) is in possession, or has control, of any of the Seller's or any of the Group Company's assets for the purpose of enforcing an Encumbrance;
- (b) an event occurs that gives any person the right to seek an appointment referred to in paragraph (a);
- (c) an application is made to court or a resolution is passed or an order is made for the winding up or dissolution of the Seller or any Group Company or an event occurs that would give any person the right to make an application of this type;

- (d) the Seller or any of the Group Companies proposes or takes any steps to implement a scheme of arrangement or other compromise or arrangement with its creditors or any class of them;
- (e) the Seller or any of the Group Companies stops paying its debts when they become due or is declared or taken under any applicable law to be insolvent or the Seller's board of directors resolves that the Seller is, or is likely to become at some future time, insolvent;
- (f) any person in whose favour the Seller or any Group Company has granted any Encumbrance becomes entitled to enforce that Encumbrance or any floating charge under that Encumbrance crystallises; or
- (g) any event under any law which is analogous to, or which has a substantially similar effect to, any of the events referred to in paragraphs (a) to (f).

2. Shares and share capital

2.1 Ownership of the Shares

- (a) The Seller is, and will be immediately prior to Completion, the sole legal and beneficial owner of 100% of the issued share capital in the Company.
- (b) The Seller has complete and unrestricted power and authority to sell the Shares to the Buyer.
- (c) The Shares constitute 49% of the ordinary shares issued by the Company and are fully paid.
- (d) On Completion, the Seller will be the sole legal and beneficial owner of 51% of the issued share capital in the Company.
- (e) The Company has a single class of shares on issue.

2.2 Ownership of shares in the Subsidiaries

The Group Companies legally and beneficially own all of the issued share capital of the Subsidiaries as set out in Schedule 3 except for the following Subsidiaries in which the relevant Group Companies legally and beneficially own the percentage of issued share capital as specified below:

- (a) 130 Elizabeth Street Pty Ltd: 70%;
- (b) Hyde Development Nominees Pty Ltd: 70%;
- (c) Prime Norwest Holding Pty Ltd: 87.5%; and
- (d) Aoyuan Capital Bluestone Holdings Pty Ltd: 75%.

2.3 Share capital

The shares in the Company and the shares in each Subsidiary details of which are set out in Schedule 2 and Schedule 3 constitute the whole of the issued share capital of each Group Company and have been validly issued and fully paid up.

2.4 Issue of further securities

No person has any right to require the issue of any shares or other securities in any Group Company and no Group Company has made any offer that may result in any person having a right of this type.

2.5 Third party rights

There is no Encumbrance, option, right of pre-emption, right of first or last refusal or other third party right over any of the Shares or (other than Security Interests registered on the Personal Property Security Register prior to the date of this deed) any of the shares in the Subsidiaries.

3. Corporate matters

3.1 Incorporation

Each Group Company is a company properly incorporated and validly existing under the laws of Australia and has the legal right and full corporate power to own its assets and to carry on its business as conducted at the date of this deed.

4. Disclosure

4.1 Schedules to this deed

All information relating to the Group Companies contained in Schedule 1 to Schedule 3 of this deed is complete, accurate and not misleading.

Schedule 5 Buyer Warranties

1. The Buyer

1.1 Capacity and authorisation

The Buyer:

- (a) is a company properly incorporated and validly existing under the laws of Australia; and
- (b) has the legal right and full corporate power and capacity to:
 - (i) execute and deliver this deed; and
 - (ii) perform its obligations under this deed and each transaction effected by or made under this deed,

and has obtained all necessary authorisations and consents and taken all other actions necessary to enable it to do so.

1.2 Valid obligations

Each Transaction Document (to which the Buyer is party) constitutes (or will when executed constitute) valid legal and binding obligations of the Buyer and is enforceable against the Buyer in accordance with its terms.

1.3 Breach or default

The execution, delivery and performance of this deed by the Buyer does not and will not result in a breach of or constitute a default under:

- (a) any agreement to which the Buyer is party;
- (b) any provision of the constitution of the Buyer; or
- (c) any law or regulation or any order, judgment or determination of any court or Regulatory Authority by which the Buyer is bound.

1.4 Solvency

None of the following events has occurred in relation to the Buyer:

- (a) a receiver, receiver and manager, liquidator, provisional liquidator, administrator or trustee is appointed in respect of the Buyer or any of its assets or anyone else is appointed who (whether or not as agent for the Buyer) is in possession, or has control, of any of the Buyer's assets for the purpose of enforcing an Encumbrance;
- (b) an event occurs that gives any person the right to seek an appointment referred to in paragraph (a);
- (c) an application is made to court or a resolution is passed or an order is made for the winding up or dissolution of the Buyer or an event occurs that would give any person the right to make an application of this type;
- (d) the Buyer proposes or takes any steps to implement a scheme of arrangement or other compromise or arrangement with its creditors or any class of them;

- (e) the Buyer is declared or taken under any applicable law to be insolvent or the Buyer's board of directors resolves that the Buyer is, or is likely to become at some future time, insolvent;
- (f) any person in whose favour the Buyer has granted any Encumbrance becomes entitled to enforce that Encumbrance or any floating charge under that Encumbrance crystallises; or
- (g) any event under any law which is analogous to, or which has a substantially similar effect to, any of the events referred to in paragraphs (a) to (f).

Schedule 6 Business Plan

Business Plan

Key objective

The Company's key objective is to ensure all projects currently owned or controlled through its Subsidiaries as at the date of the Shareholders' Deed between the Company, Grand First Holdings Limited and Company B (Aust) Pty Limited (**Shareholders' Deed**) are developed, disposed or realised in the most efficient manner so that dividends may be realised and paid to its shareholders (**Key Objective**).

Strategies to adopt

In order to meet the Key Objective, the Company and/or its Subsidiaries will:

1. Actively seek to reduce loan interest payments. This may be achieved in any reasonable or prudent manner including through a refinance or renegotiation of its existing loans, a disposal of assets or to seek joint venture parties. For example:
 - (a) the Company and/or its Subsidiaries may agree to offer secured mortgages, pledges or other securities over its assets in return for better commercial terms on any loans that may exist; and
 - (b) the Company and/or its Subsidiaries may sell or dispose of any interest or assets at a discount so long as the sale or disposal will result in a reduction of projected loan interest payable had the interest or asset not been sold or disposed.
2. Adopt stringent cost controls and where appropriate, reduce expenses without compromising economic returns or increasing risk.
3. Actively review and adjust any activities or arrangements that will allow or improve the Company's ability to meet or achieve the Key Objective.

Interpretation

In this business plan, capitalised terms have the meanings given to them in the Shareholders' Deed unless the context indicates a contrary intention.

Schedule 7 Amendment of the constitution of the Company

Aoyuan Property Group
(Australia) Pty Ltd~~China~~
~~Aoyuan Property~~
~~Group (Australia) Pty Ltd~~
ACN 600 594 125

Proprietary Company
Limited by Shares

Prepared for

LLK Accountants Pty Ltd

Aoyuan Property Group
(Australia) Pty LtdChina
~~Aoyuan Property Group~~
~~(Australia) Pty Ltd~~

ACN 600 594 125

Proprietary Company
Limited by Shares

Prepared by:

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Corporations Act
A Company Limited by Shares

Constitution

of

Aoyuan Property Group (Australia) Pty Ltd ~~China Aoyuan Property Group
(Australia) Pty Ltd~~

1. Interpretation

1.1. In this Constitution:

"**Company**" means the company named above governed by the terms of this constitution.

"**Directors**" means in the case of there being a single director, that director, and in the case of there being 2 or more directors, those directors.

"**Law**" means the *Corporations Act 2001* (C'th).

"**Members**" means in the case of there being a single member, that member, and in the case of there being 2 or more members, those members.

"**Related Body Corporate**" has the meaning given to it by Section 50 of the Law.

"**Representative**" means a person appointed as a representative of a body corporate pursuant to Section 250D of the Law.

"**Seal**" means the common seal of the Company (if any).

"**Secretary**" means any person appointed to perform the duties of a secretary of the Company.

"**Shareholders' Deed**" means the shareholders' deed dated 2022 between the Company, Grand First Holdings Limited (CR No. 2040839) and Company B (Aust) Pty Limited ACN 658 173 687.

1.2. Except so far as the contrary intention appears in this Constitution, an expression has, in a provision of this Constitution that deals with a matter dealt with by a particular provision of the Law, the same meaning as in that provision of the Law.

1.3. Unless defined in this Constitution or the context requires otherwise, capitalised words in this Constitution which are defined in the Shareholders' Deed have the meaning given to them in the Shareholders' Deed.

1.4. If there is any inconsistency between this Constitution and the Shareholders' Deed, the provisions of the Shareholders' Deed prevail to the extent of the inconsistency.

~~1.2.~~

2. Preliminary

2.1. Company legal capacity and powers

Subject to the Law, the Company has the legal capacity and powers of an individual, and also all the powers of a body corporate, including the power to:

- (a) issue and cancel shares in the Company, including bonus shares, preference shares and partly paid shares;
- (b) issue debentures of the Company;
- (c) grant options over unissued shares in the Company;
- (d) distribute any of the property of the Company among the Members, in kind or otherwise;
- (e) give security by charging uncalled capital;
- (f) grant a floating charge over the property of the Company;
- (g) arrange for the Company to be registered or recognised as a body corporate in any place outside its jurisdiction of registration; and
- (h) do anything that it is authorised to do by any other law (including the law of a foreign country).

2.2. Relevant provisions

Each of the provisions of the sections or sub-sections of the Law which would but for this Clause apply to the Company as a replaceable rule within the meaning of the Law are displaced and do not apply to the Company.

2.3. Type of company

The Company is a proprietary company.

2.4. Shareholders

- (a) The number of Members for the time being of the Company (exclusive of any person who is an employee of the Company or of any subsidiary of the Company and any shareholder who was an employee of the Company or of any subsidiary of the Company, when that person became a shareholder) is not to exceed fifty, but where two or more persons hold one or more shares in the company jointly, they will for the purposes of this Clause be treated as a single Member.

- (b) The Company must not engage in any activity that would require the lodgement with the Australian Securities and Investment Commission of a prospectus under Chapter 6D of the Law (except for an offer of shares to existing shareholders of the Company or employees of the Company or a subsidiary of the Company).

2.5. Objects of the Company

The Company's primary objectives is to:

- (a) carry on the Business in accordance with the Shareholders' Deed and the Business Plan;

(b) not pursue any new projects, investments or other opportunities to develop or expand the Business, including entering into any new contracts related to property development other than those related to the completion and sale of the Existing Projects and related matters;

(c) modify and replace the brands used in the Business with a brand agreed by the Board; and

(d) following the completion and sale of the Existing Projects by the Group Companies, cease carrying on the Business with the intention of winding up the Company, subject to the Shareholders' Deed.

(b) and the Directors and Members must not exercise their rights or perform their obligations under this Constitution in a manner which is inconsistent with these objectives.

3. Classes of shares

Shares issued must be in a class described in the Third Schedule or any other class permitted by this Constitution.

4. Issue of shares and variation of rights

4.1. Issue of shares

Without prejudice to any special rights previously conferred on the holders of any existing shares or class of shares but subject to the Law, shares in the Company may be issued by the Directors provided that such issue of shares is in accordance with the requirements of the Shareholders' Deed and any such share may be issued with such preferred, deferred or other special rights or such restrictions, whether with regard to dividend, voting, return of capital or otherwise, as the Directors, subject to any resolution, determine.

4.2. Issue of preference shares

Subject to the Law, the Company may issue preference shares which are, or at the option of the Company are, liable to be redeemed and such power may be exercised by the Directors, provided that such issue of preference shares is in accordance with the requirements of the Shareholders' Deed.

4.3. Share capital structure

(a) If at any time the share capital is divided into different classes of shares, the rights attached to any class unless otherwise provided by the terms of issue of the shares of that class may be varied or cancelled with the consent in writing of the holders of the issued shares who are entitled to at least 75% of the votes that may be cast in respect of shares of that class, or by a special resolution passed at a separate meeting of the holders of the shares of that class.

(b) The provisions of this Constitution relating to meetings of the Company's Members apply so far as they are capable of application to every such separate meeting of the Member(s) of a class of shares and are not inconsistent with the requirements of the Shareholders' Deed except that:

(1) where there is more than one member of a class, a quorum is constituted by two persons, each being a Member or a proxy or Representative of a Member, who between them hold or represent one-third of the issued shares of the class; or

(2) where there is one member of a class, a quorum is constituted by that Member or a proxy or Representative of that Member; and

(3) any holder of shares of the class, present in person or by proxy or by Representative, may demand a poll.

~~(3)~~ provided that Clauses 4.3(b)(1)–(3) are not inconsistent with any requirement of the Shareholders' Deed.

(c) The rights attached to an existing class of preference shares will be taken to be varied by the issue of new preference shares that rank equally with those existing preference shares unless the new issue is authorised by:

(1) the terms of issue of the existing preference shares; or

(2) the Company's constitution (if any) as in force when the existing preference shares were issued.

4.4. Brokerage or commission payments

(a) The Company may pay brokerage or commission to a person in respect of that person or another person agreeing to take up shares in the Company.

(b) Payments by way of brokerage or commission may be satisfied by the payment of cash by the allotment of fully or partly paid shares or partly by the payment of cash and partly by the allotment of fully or partly paid shares.

4.5. Share recognition

(a) Except as required by law, the Company will not recognise a person holding a share upon any trust.

(b) Except as otherwise provided by this Constitution or by law, the Company is not bound by or compelled in any way to recognise (whether or not it has notice of the interest or rights concerned) any equitable, contingent, future or partial interest in any share or unit of a share or any other right in respect of a share except an absolute right of ownership in the registered holder.

4.6. Share certificate

(a) A person whose name is entered as a Member in the register of Members is entitled without payment to receive a certificate in respect of the share issued in accordance with the Law under the Seal or in such other manner permitted under the Law as the Directors determine but, in respect of a share or shares held jointly by several persons, the Company is not bound to issue more than one certificate.

(b) Delivery of a certificate for a share to one of several joint holders is sufficient delivery to all such holders.

5. Lien

5.1. Lien on shares

(a) The Company has a first and paramount lien on every share (not being a fully paid share) for all money (whether presently payable or not) called or payable at a fixed time in respect of that share.

- (b) The Company has a first and paramount lien on all shares (other than fully paid shares) registered in the name of a sole holder for all money presently payable by him or his estate to the Company.
- (c) The Directors may at any time exempt a share wholly or in part from the provisions of this Clause.
- (d) The company's lien (if any) on a share extends to all dividends payable in respect of the share.

5.2. Sale of shares

- (a) Subject to Clause 5.2(b) the Company may sell, in such manner as the Directors think fit, any shares on which the Company has a lien.
- (b) A share on which the Company has a lien will not be sold unless:
 - (1) a sum in respect of which the lien exists is presently payable; and
 - (2) the Company has, not less than 14 days before the date of the sale, given to the registered holder for the time being of the share or the person entitled to the share by reason of the death or bankruptcy of the registered holder a notice in writing setting out, and demanding payment of, such part of the amount in respect of which the lien exists as is presently payable.

5.3. Transfer of shares

- (a) For the purpose of giving effect to a sale mentioned in Clause 5.2, the Directors may authorise a person to transfer the shares sold to the purchaser of the shares.
- (b) The Company must register the purchaser as the holder of the shares comprised in any such transfer and he is not bound to see to the application of the purchase money.
- (c) The title of the purchaser to the shares is not affected by any irregularity or invalidity in connection with the sale.

5.4. Proceeds of sale

The proceeds of a sale mentioned in Clause 5.2 will be applied by the Company in payment first of the expenses of the sale, then of such part of the amount in respect of which the lien exists as is presently payable, and the residue (if any) will (subject to any like lien for sums not presently payable, that existed upon the shares before the sale) be paid to the person entitled to the shares at the date of the sale.

6. Calls on shares

6.1. Calls on shares

- (a) The Directors may make calls upon the Members in respect of any money unpaid on the shares of the Members and not by the terms of issue of those shares made payable at fixed times.
- (b) Each Member must, upon receiving at least 14 days' notice specifying the time or times and place of payment, pay to the Company at the time or times and place so specified the amount called on his shares.

(c) The Directors may revoke or postpone a call.

6.2. Call authorisation

A call will be deemed to have been made at the time when the resolution of the Directors authorising the call was passed and may be required to be paid by instalments.

6.3. Calls on joint shareholders

The joint holders of a share are jointly and severally liable to pay all calls in respect of the share.

6.4. Interest on calls

If a sum called in respect of a share is not paid before or on the day appointed for payment of the sum, the person from whom the sum is due must pay interest on the sum from the day appointed for payment of the sum to the time of actual payment at such rate as the Directors determine, but the Directors may waive payment of that interest wholly or in part.

6.5. Payment of calls

Any sum that, by the terms of issue of a share, becomes payable on allotment or at a fixed date will for the purposes of this Constitution be deemed to be a call duly made and payable on the date on which by the terms of issue the sum becomes payable, and, in case of non-payment, all the relevant provisions of this Constitution as to payment of interest and expenses, forfeiture or otherwise apply as if the sum had become payable by virtue of a call duly made and notified.

6.6. Directors' discretion on calls

The Directors may, on the issue of shares, differentiate between the holders as to the amount of calls to be paid and the times of payment.

6.7. Payment on shares

- (a) The Directors may accept from a Member the whole or a part of the amount unpaid on a share although no part of that amount has been called up.
- (b) The Directors may authorise payment by the Company of interest upon the whole or any part of an amount so accepted, until the amount becomes payable, at such rate, not exceeding the prescribed rate, as is agreed upon between the Directors and the Member paying the sum.
- (c) For the purpose of Clause 6.7(b), the prescribed rate of interest is:
 - (1) if the Company has, by resolution, fixed a rate - the rate so fixed; and
 - (2) in any other case - 8% per annum.

7. Transfer of shares

7.1. Transfer of shares

- (a) Subject to this Constitution, a Member may transfer all or any of his shares by instrument in writing in any usual or common form or in any other form that the Directors approve, [provided that such transfer is in accordance with the requirements of the Shareholders' Deed.](#)

- (b) An instrument of transfer referred to in Clause 7.1(a) must be executed by or on behalf of both the transferor and the transferee.
- (c) A transferor of shares remains the holder of the shares transferred until the transfer is registered and the name of the transferee is entered in the register of Members in respect of the shares.

7.2. Registrations on transfers

The instrument of transfer must be left for registration at the registered office of the Company, accompanied by the certificate of the shares to which it relates and such other information as the Directors properly require to show the right of the transferor to make the transfer and thereupon the Company may register the transferee as a Member.

7.3. Directors' discretion on transfers

- (a) The Directors may, at their discretion refuse to register any transfer of shares without assigning any reason.
- (b) No transfer of shares will be registered if upon its registration the number of Members of the Company would exceed the maximum number prescribed by Clause 2.4(a).

7.4. Registration deferrals/ suspensions

The registration of transfers may be suspended at such times and for such periods as the Directors from time to time determine not exceeding in the whole 30 days in any one calendar year.

8. Transmission of shares

8.1. Title to shares on death of member

In the case of the death of a Member:

- (a) the survivor where the deceased was a joint holder; and
- (b) the legal personal representative where the deceased was a sole holder

will be the only persons recognised by the Company as having any title to the deceased Member's interest in the shares. This Clause does not release the estate of a deceased joint holder from any liability in respect of a share that had been jointly held by him with other persons.

8.2. Transferee

- (a) Subject to the Bankruptcy Act 1966, a person becoming entitled to a share in consequence of the death or bankruptcy of a Member may, upon such information being produced as is properly required by the Directors, elect either to be registered himself as a holder of the share or to have some other person nominated by him registered as the transferee of the share, [provided that such election is in accordance with the requirements of the Shareholders' Deed.](#)
- (b) If the person becoming entitled elects to be registered himself, he must deliver or send to the Company a notice in writing signed by himself stating that he so elects.
- (c) If he elects to have another person registered, he must execute a transfer of the share to that other person.

- (d) If a Member dies or becomes bankrupt, the limitations, restrictions and provisions of this Constitution relating to the right to transfer, and the registration of transfer of shares are applicable to any such notice or transfer. These are applicable as if the death or bankruptcy of the Member had not occurred and the notice or transfer was a transfer signed by that Member.

8.3. Death of a registered holder

- (a) Where the registered holder of a share dies or becomes bankrupt, his personal representative or the trustee of his estate, as the case may be, is, upon the production of such information as is properly required by the Directors, entitled to the same dividends and other advantages, and to the same rights (whether in relation to meetings of the Company's Members, or to voting or otherwise), as the registered holder would have been entitled to if he had not died or become bankrupt.
- (b) Where 2 or more persons are jointly entitled to any share in consequence of the death of the registered holder, they will, for the purpose of this Constitution, be deemed to be joint holders of the share.

9. Forfeiture of shares

9.1. Notice of payment

- (a) The Directors may serve a notice on a Member requiring payment of any calls or instalments not paid by the due date.
- (b) The notice will name a further day at least 14 days ahead. Payment must be made by that further day. If it is not, the shares will be forfeited.

9.2. Notice of forfeiture

- (a) If the requirements of a notice served under Clause 9.1 are not complied with, the shares referred to in the notice will be forfeited by a Directors resolution.
- (b) Such a forfeiture will include all unpaid dividends declared in respect of the forfeited shares.

9.3. Director's discretion on forfeitures of shares

A forfeited share may be sold, reissued or otherwise disposed of on such terms and in such manner as the Directors think fit, and, at any time before a sale or disposition, the forfeiture may be cancelled on such terms as the Directors think fit.

9.4. Members liabilities

After share forfeiture, the previous Member remains liable to pay all outstanding liability. The Company may charge interest at 8% per annum from the date of forfeiture.

9.5. Statement of forfeiture

A statement in writing declaring that the person making the statement is a director or a secretary of the Company, and that a share in the Company has been duly forfeited on a date stated in the statement, is prima facie evidence of the facts stated, in the statements as against all persons claiming to be entitled to the share.

9.6. Consideration of forfeiture

- (a) The Company may receive the consideration (if any) given for a forfeited share on any sale, reissue or disposition of the share and execute a transfer of the share in favour of the person to whom the share is sold or disposed of.
- (b) Upon the execution of the transfer, the transferee will be registered as the holder of the share and is not bound to see to the application of any money paid as consideration.
- (c) The title of the transferee to the share is not affected by any irregularity or invalidity in connection with the forfeiture, sale, reissue or disposal of the share.

9.7. Non-payment

The provisions of this Constitution as to forfeiture apply in the case of non-payment of any sum that, by the terms of issue of a share, becomes payable at a fixed time, as if that sum had been payable by virtue of a call duly made and notified.

10. Alteration of capital

10.1. Resolution to convert or cancel shares

The ~~company~~ Company may by ordinary resolution passed at a general meeting:

- (a) convert all or any of its shares into larger or smaller numbers of shares; or
- (b) _____ cancel shares that have been forfeited under the terms on which the shares are on issue.
- ~~(b)~~ provided that the passing of such ordinary resolution is in accordance with the requirements of the Shareholders' Deed.

10.2. Subsequent offer of shares

- (a) The Directors can offer shares of a particular class if permitted by the Shareholders' Deed, however, before doing so, they must offer them to existing shareholders of that class. The Company may authorise an issue by ordinary resolution passed at a general meeting.
- (b) Subject to Clause 10.2(e), the number of shares to be offered to each Member must be in proportion to the number of shares of that class that they already hold.
- (c) The offer must be made by notice specifying the number of shares offered and the period of time within which the offer, if not accepted, will be deemed to be declined.
- (d) After the expiration of that time or on being notified by the person to whom the offer is made that he declines to accept the shares offered, the Directors may issue those shares in such a manner as they think most beneficial to the Company.
- (e) Where, by reason of the proportion that shares proposed to be issued bear to shares already held, some of the first-mentioned shares cannot be offered in accordance with Clause 10.2(b), the Directors may issue the shares that cannot be so offered in such manner as they think most beneficial to the Company.

10.3. Capital reduction and buyback of shares

Subject to the Law, the Company may:

(a) ~~Reduce~~reduce its share capital in any manner; and

~~(b)~~ Buy~~buy~~ back its own shares;

~~(b)~~ provided that such reduction of share capital and buy back is in accordance with the requirements of the Shareholders' Deed.

10.4. Pre-emptive rights to issue of shares and options

(a) Despite anything to the contrary contained in this Constitution except for clause 10.4(d), before issuing shares or options in respect of shares, the Directors must offer the shares or options to be issued to the existing holders of the shares of that same class and if there are no existing shares of that class on issue, to all members. As far as practicable, the number of shares or options to be offered to each existing holder of shares in the class of shares to be issued must be in proportion to the number of shares of that class which they then hold as a proportion of the total number of shares in that class on issue and, if there are no such holders, to each member in proportion to the number of shares held by the member as a proportion of the total number of shares on issue by the Company.

(b) To make the offer under clause 10.4(a), the Directors must give the members entitled to receive the offer a statement setting out the terms of the offer, including:

(1) the number of shares or options offered; and

(2) the period during which the offer will remain open.

(c) The Directors may issue any shares or options not taken up under the offer made as they see fit.

(d) The members may by resolution in general meeting or written consent of all the members authorise the Directors to make a particular issue of shares or options without complying with clause 10.4(a).

11. General meetings

11.1. Director may convene meeting of members

Any Director may whenever he thinks fit convene a meeting of the Company's Members, provided that such meetings are convened in accordance with the requirements of the Shareholders' Deed.

11.2. Directors' convention

A general meeting will be convened by the Directors on the request of the Members in accordance with section 249D of the Law.

11.3. Members' convention

A general meeting may be convened by the Members in accordance with sections 249E and 249F of the Law.

11.4. Form of meetings/ structure of meetings

The Company may hold a meeting of its Members at 2 or more venues using any technology that gives the Members as a whole a reasonable opportunity to participate.

11.5. Notification period

Subject to the provisions of the Law relating to agreements for shorter notice, at least 21 days notice must be given of a meeting of the Company's Members.

11.6. Notice of meetings

- (a) Notice of every meeting of the Company's Members will be given in the manner authorised by Clause 23 to:
 - (1) every Member and to every Director;
 - (2) every person entitled to a share in consequence of the death or bankruptcy of a Member who, but for his death or bankruptcy, would be entitled to receive notice of the meeting; and
 - (3) the auditor for the time being of the Company.
- (b) No other person is entitled to receive notices of meetings of the Company's Members.

11.7. Details of meetings/ records of meetings

A notice of a meeting of the Company's Members will:

- (a) Specify the place, the date and the time of meeting (and, if the meeting is to be held in 2 or more places, the technology that will be used to facilitate this;
- (b) State the general nature of the business to be transacted at the meeting; and
- (c) Contain such other information as is required by section 249L of the Law.

12. Proceedings at general meetings

12.1. Quorum and proxy

- (a) No business can be transacted at any meeting of the Company's Members unless a quorum of Members is present at the time when the meeting proceeds to business.
- (b) Two persons each being a Member or a proxy or a Representative of a Member will be a quorum for a meeting of the Company's Members, unless the Shareholders' Deed specifies otherwise. If the Company has only one Member, that Member may pass a resolution by the Member recording it and signing the record.

12.2. Quorum of meeting

If a quorum is not present within half an hour from the time appointed for the meeting and if the Shareholders' Deed does not specify otherwise:

- (a) ~~Where~~ where the meeting was convened upon the request of Members - the meeting will be dissolved; or

- (b) ~~In~~in any other case:
 - (1) the meeting stands adjourned to such day, and at such time and place, as the Directors determine or, if no determination is made by the Directors, to the same day in the next week at the same time and place; and
 - (2) if at the adjourned meeting a quorum is not present within half an hour from the time appointed for such adjourned meeting, then the meeting is dissolved.

12.3. Chairperson

- (a) The Directors may elect an individual to chair a meeting of the Company's Members, provided that such election is not inconsistent with the requirements of the Shareholders' Deed.
- (b) Where a meeting of the Company's Members is held and:
 - (1) a chairperson has not been elected as provided by Clause 12.3(a); or
 - (2) the chairperson is not present within 15 minutes after the time appointed for the holding of the meeting or is unwilling to act for all or part of the meeting;

the Members present must elect one of their number to be chairperson of the meeting (or part of it), provided that such election is not inconsistent with the requirements of the Shareholders' Deed.

12.4. Adjournment

- (a) The chairperson must adjourn a meeting of the Company's Members from time to time and from place to place if the Members present with a majority of votes that may be cast at that meeting agree or direct the chairperson to do so. No business can be transacted at any adjourned meeting other than the business left unfinished at the meeting from which the adjournment took place.
- (b) When a meeting of the Company's Members is adjourned for 30 days or more, notice of the adjourned meeting will be given as in the case of an original meeting.
- (c) Except as provided by Clause 12.4(a), it is not necessary to give any notice of an adjournment or of the business to be transacted at an adjourned meeting.

12.5. Voting

- (a) At any meeting of the Company's Members a resolution put to the vote of the meeting will be decided on a show of hands unless a poll is (before a vote is taken or before or immediately after the declaration of the result of the show of hands) demanded:
 - (1) by the chairperson;
 - (2) by at least 2 Members entitled to vote in the resolution; or
 - (3) by a Member or Members with at least 5% of the votes that may be cast on the resolution on a poll.

- (b) Unless a poll is so demanded, a declaration by the chairperson that a resolution has on a show of hands been carried or carried unanimously, or by a particular majority, or lost. An entry to that effect in the book containing the minutes of the proceedings of the Company, is conclusive evidence of the fact without proof of the number or proportion of the votes recorded in favour of or against the resolution.
- (c) The demand for a poll may be withdrawn.

12.6. Polling

- (a) If a poll is duly demanded, it must be taken in such manner and (subject to Clause 12.6(b)) at once after either an interval or adjournment or otherwise as the chairperson directs, and the result of the poll will be the resolution of the meeting at which the poll was demanded.
- (b) A poll demanded on the election of a chairperson or on a question of adjournment will be taken immediately.

12.7. Casting vote

In the case of an equality of votes, whether on a show of hands or on a poll, the chairperson of the meeting of the Company's Members at which the show of hands takes place or at which the poll is demanded, has a casting vote in addition to any vote he may have in his capacity as a Member.

12.8. Class of shares restrictions/ limitations

Subject to any rights or restrictions for the time being attached to any class or classes of shares:

- (a) at meetings of the Company's Members or classes of Members each Member entitled to vote may vote in person or by proxy or by a Representative or by attorney; and
- (b) on a show of hands every person present who is a Member or a proxy or an attorney or a Representative of a Member has one vote, and on a poll every person present in person or by proxy or attorney or by a Representative has one vote for each share he holds.

12.9. Joint shareholder voting rights

If the share is held jointly and more than one Member votes in respect of that share, only the vote of the Member whose name appears first in the register of Members counts.

12.10. Incapacity to vote

If a Member is of unsound mind or is a person whose person or estate is liable to be dealt with in any way under the law relating to mental health, his committee or trustee or such other person as properly has the management of his estate may exercise any rights of the Member in relation to a meeting of the Company's Members as if the committee, trustee or other person were the Member.

12.11. Unpaid shares

A Member is not entitled to vote at a meeting of the Company's Members unless all calls and other sums presently payable by him in respect of shares in the Company have been paid.

12.12. Objections

- (a) An objection may be raised to the qualification of a voter only at the meeting or adjourned meeting at which the vote objected to is given or tendered.
- (b) Any such objection will be referred to the chairperson of the meeting of the Company's Members, whose decision is final.
- (c) A vote not disallowed pursuant to such an objection is valid for all purposes.

12.13. Appointing proxies or attorneys

- (a) A Member who is entitled to attend and vote at a meeting of the Company Members or at a meeting of any class of Members of the Company is entitled to appoint not more than 2 other persons (whether Members or not) as the Member's proxy or proxies or attorneys, as the case may be, to attend and vote instead of the Member at the meeting.
- (b) A proxy or attorney may be appointed for all meetings, or for any number of meetings or for a particular purpose. The appointment may specify the proportion or number of votes that the proxy may exercise.
- (c) Where a Member appoints 2 proxies or attorneys, the appointment is of no effect unless each proxy or attorney, as the case may be, is appointed to represent a specified proportion or number of the Member's voting rights.
- (d) Any instrument of proxy in which the name of the appointee is not filled in will be deemed to be given in favour of the chairperson.

12.14. Instruments appointing a proxy

- (a) An instrument appointing a proxy will be in writing under the hand of the appointor or his attorney duly authorised in writing or, if the appointor is a body corporate, either under seal or in accordance with the Law or under the hand of an officer or attorney duly authorised.
- (b) An instrument appointing a proxy may specify the manner in which the proxy is to vote in respect of a particular resolution and, where an instrument of proxy so provides, the proxy is not entitled to vote in the resolution except as specified in the instrument.
- (c) An instrument appointing a proxy will be deemed to confer authority to demand or join in demanding a poll.
- (d) An instrument appointing a proxy will be in the following form or in a form that is similar to the following form as the circumstances allow:

[Name of company]

I/we _____, of _____,
being a member/members of the above named company, hereby
appoint _____ of _____ or,
in his absence, _____ of _____ as my/our
proxy to vote for me/us on my/our behalf at the _____ general meeting of
the company to be held on the _____ day of _____ 20____
and at any adjournment of that meeting.

Signed this _____ day of _____ 20____.

+This form is to be used in favour of/against* the resolution.

*Strike out whichever is not desired.

+To be inserted if desired.

12.15. Validity of instrument

An instrument appointing a proxy will not be treated as valid unless:

- (a) the signed instrument or a certified copy of the signed instrument, and the power of attorney or other authority (if any) under which the instrument is signed, is deposited at the registered office of the Company not less than 48 hours before the time for holding the meeting or adjourned meeting at which the person named in the instrument proposes to vote.
- (b) In the case of a poll, the signed instrument or a certified copy of the signed instrument, and the power of attorney or other authority (if any) under which the instrument is signed, is deposited, not less than 24 hours before the time appointed for the taking of the poll, at the registered office of the Company or at such other place in Australia as is specified for that purpose in the notice convening the meeting.

12.16. Revocation of instrument

A vote given in accordance with the terms of an instrument of proxy or of a power of attorney in relation to the revocation of the instrument (or of the authority under which the instrument was executed) or of the power, or the transfer of the share in respect of which the instrument or power is given is valid notwithstanding the previous death or unsoundness of mind of the principal. This is however, providing that there is no intimation in writing of the death or unsoundness of mind and revocation or transfer has been received by the Company at the registered office before the commencement of the meeting or adjourned meeting at which the instrument is used or the power is exercised.

12.17. Signing of resolution

- (a) If all Members entitled to vote on a resolution have signed a document containing a statement that they are in favour of that resolution of the Members in terms set out in the document, a resolution in those terms will be deemed to have been passed at a meeting of the Company's Members held on the day on which the document was signed and at a the time at which the document was last signed by a Member or, if the Members signed the document on different days, on the day on which, at the time at which, the document was last signed by a Member.
- (b) For the purposes of Clause 12.17(a) two or more separate documents containing statements in identical terms each of which is signed by one or more Members will together be deemed to constitute one document

containing a statement in those terms signed by those Members on the respective days on which they signed the separate documents.

13. Appointment, removal and remuneration of directors

13.1. First directors, number of directors and no share qualification

- (a) By resolution, the names of the first Directors will be determined in writing by the persons specified in the application for the Company's registration under the Law as persons who consent to become Members of the Company or a majority of them.
- (b) The Company may by resolution increase or reduce the number of Directors provided that such increase or reduction is in accordance with the requirements of the Shareholders' Deed, however the maximum number of Directors shall not be more than 10, unless the Shareholders' Deed specifies a different number, in which case the maximum number of Directors is that number.
- (c) It is not necessary for any Director to hold any share qualification.

13.2. Appointing additional persons

The Directors may at any time appoint any person to be a director, either to fill a casual vacancy or as an addition to the existing Directors, but so that the total number of Directors does not at any time exceed the number determined in accordance with this Constitution, and provided that such appointment is in accordance with the requirements of the Shareholders' Deed.

13.3. Appointing replacement person

The Company may by resolution remove any director, and may by resolution appoint another person in his stead, provided that such appointment is in accordance with the requirements of the Shareholders' Deed.

13.4. Term of appointment

A director appointed under any of Clauses 13, 13.2, 13.3 will hold office until he dies, or until his office becomes vacant by virtue of the Law or this Constitution.

13.5. Remuneration of directors

- (a) The Directors will be paid such remuneration as is from time to time determined by the Company in general meeting.
- (b) The remuneration will be deemed to accrue from day to day.
- (c) The Directors may also be paid all travelling and other expenses properly incurred by them in attending and returning from meetings of the Directors or any committee of the Directors or general meetings of the Company or otherwise in connection with the business of the Company.
- (d) If any Director is called upon to perform extra services or to make any special exertion in going or residing abroad or otherwise for any of the purposes of the Company, subject to the Law the Company may pay additional remuneration or provide benefits to that Director as the Directors determine.

13.6. Office of director

In addition to the circumstances in which the office of a director becomes vacant by virtue of the Law the office of a Director becomes vacant if the Director:

- (a) becomes of unsound mind or a person whose person or estate is liable to be dealt with in any way under the law relating to mental health;
- (b) resigns office by notice in writing to the Company; or
- (c) is absent without the consent of the Directors from meetings of the Directors held during a period of six months.

14. Powers and duties of directors

14.1. Directors' powers

- (a) Subject to the Law and to any other provision of this Constitution, the business of the Company will be managed by the Directors, who may pay all expenses incurred in promoting and forming the Company, and may exercise all such powers of the Company as are not, by the Law or by this Constitution, required to be exercised by the Company in general meeting, and provided such management is carried out in accordance with the requirements of the Shareholders' Deed.
- (b) Without limiting the generality of Clause 14(a), the Directors may exercise all the powers of the Company to borrow money, to charge any property or business of the Company or all or any of its uncalled capital and to issue debentures or give any other security for a debt, liability or obligation of the Company or of any other person.
- (c) If the Company is a wholly owned subsidiary of a holding company, the Directors may act in the best interests of that holding company.

14.2. Appointing power of attorney

- (a) The Directors may, by power of attorney, appoint any person or persons to be the attorney or attorneys of the Company for such purposes, with such powers, authorities and discretions (being powers, authorities and discretions vested in or exercisable by the Directors), for such period and subject to such conditions as they think fit.
- (b) Any such power of attorney may contain such provisions for the protection and convenience of persons dealing with the attorney as the Directors think fit and may also authorise the attorney to delegate all or any of the powers, authorities and discretions vested in him.

14.3. Signature of bills

All cheques, promissory notes, bankers drafts, bills of exchange and other negotiable instruments, and all receipts of money paid to the Company, will be signed, drawn, accepted, endorsed or otherwise executed, as the case may be, where there is one Director, by that Director, and where there are two or more Directors by any 2 Directors or in such other manner as the Directors determine.

15. Proceeding of directors

15.1. Proceedings of directors

- (a) The Directors may meet together for the dispatch of business and adjourn and otherwise regulate their meetings as they think fit.
- (b) A meeting of Directors may be convened where there are 2 or more Directors:
 - (1) by a director at any time; or
 - (2) by a secretary on the requisition of a director.

Notice of every Director's meeting shall be given to each director and alternate director who is within Australia.

- (c) Without limiting the discretion of the Directors to regulate their meetings under Clause 15.1(a), a meeting of Directors for the purposes of this Clause may be a standing one.
- (d) Notwithstanding that the Directors are not present together in one place at the time a meeting of Directors held using technology, a resolution passed by such a meeting will be deemed to have been passed at a meeting of the Directors held on the day on which and at the time at which it was held.
- (e) The provisions of this Constitution relating to proceedings of Directors apply to a meeting of Directors held using technology to the extent that they are capable of applying, and with the necessary changes.
- (f) A Director present at the commencement of a meeting of Directors held using technology will be conclusively presumed to have been present and, subject to other provisions of this Constitution, to have formed part of the quorum throughout the meeting.
- (g) Any minutes of a meeting of Directors held using technology purporting to be signed by the chairperson of that conference or by the chairperson of the next succeeding meeting of Directors will be sufficient evidence of the observance of all necessary formalities regarding the convening and conduct of the meeting.
- (h) When by the operation of Clause (d), a resolution is deemed to have been passed at a meeting of the Directors, that meeting will be deemed to have been held at such place as is determined by the chairperson of the relevant meeting, provided that at least one of the Directors who took part in the meeting was at such place for the duration of the meeting.

15.2. Quorum of directors

Unless specified otherwise in the Shareholders' Deed, At at a meeting of Directors, the number of Directors whose presence is necessary to constitute a quorum is where there are 2 or more Directors, such number as is determined by the Directors and, unless so determined is 2.

15.3. Contracted directors in quorum

A Director or Alternate Director interested in a contract or arrangement within the meaning of Clause 15.6 will be counted in a quorum notwithstanding his interest.

15.4. Sole director resolution

Where there is one Director, that Director may pass a resolution of Directors by recording the resolution and signing the record.

15.5. Resolution by two or more directors

Unless specified otherwise in the Shareholders' Deed:

- (a) ~~Subject~~subject to this Constitution, questions arising at a meeting of 2 or more Directors must be decided by a majority of votes of Directors present and voting and any such decision will for all purposes be deemed a decision of the Directors; and-
- (b) ~~I~~n case of an equality of votes, the chairperson of the meeting has a casting vote in addition to any vote he may have in his capacity as a Director.

15.6. Directors contract or arrangement

- (a) No Director will be disqualified by his office from holding any other office or place of profit under the Company or from contracting with the Company, either as vendor, purchaser or otherwise, nor will any such contract or any contract or arrangement entered into by or on behalf of the Company in which any Director is interested be avoided, nor will any Director be liable to account to the Company for any profit arising from such office or place of profit or realised by any such contract or arrangement by reason only of such Director holding that office or of the fiduciary relationship thereby established, but where there are 2 or more Directors of the Company the nature of a director's interest must be disclosed by him in any manner required by the Law.
- (b) A Director may as a director vote in respect of any contract arrangement in which he is interested in the manner described in Clause 15.6(a). A Director may affix the Seal or be appointed to sign on behalf of the Company a document evidencing a contract or arrangement in which the Director is interested will not in any way affect the validity of the document.

15.7. Appointment of an alternative director

- (a) A Director may, with the approval of the other Directors, appoint a person (whether a Member of the Company or not) to be an alternate director in his place during such period as he thinks fit.
- (b) An alternate director is entitled to notice of meetings of the Directors and, if the appointor is not present at such a meeting, is entitled to attend and vote in his stead. If the alternate director is already a Director of the Company he will be entitled to vote on his own behalf as well as on behalf of the Director appointing him, but for the purpose of determining whether a quorum is present, he will be counted only once.
- (c) An alternate director may exercise any powers that the appointor may exercise and the exercise of any such power by the alternate director will be deemed to be the exercise of the power by the appointor.
- (d) An alternate director is not required to have any share qualifications.
- (e) The appointment of an alternate director may be terminated at any time by the appointor notwithstanding that the period of the appointment of the alternate director has not expired, and terminates in any event if the appointor vacates office as a Director.

- (f) An appointment or the termination of an appointment, of an alternate director will be effected by a notice in writing signed by the Director who makes or made the appointment and served on the Company.

15.8. Appointing directors

- (a) If a vacancy occurs in the office of a Director or offices of Directors, any remaining Directors may act. If the number of remaining Directors is not sufficient to constitute a quorum at a meeting of Directors, they may act only for the purpose of increasing the number of Directors to a number sufficient to constitute such a quorum or of convening a general meeting of the Company.
- (b) If a sole director dies, becomes mentally ill or is declared bankrupt etc and the director is also the sole Member of the company, any personal representative, trustee or trustee in bankruptcy of the former director who is duly appointed to administer the former director's estate or property may appoint a person (including himself) as a director of the Company.

15.9. Chairperson nomination

- (a) The Directors will elect one of their number as a chairperson of their meetings and may determine the period for which he is to hold office, [provided that such election and determination are in accordance with the requirements of the Shareholders' Deed.](#)
- (b) Where such a meeting is held and:
 - (1) a chairperson has not been elected as provided by Clause 15.9(a), or
 - (2) the chairperson is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act for all or part of the meeting;

the Directors present must elect one of their number to be a chairperson of the meeting (or part of it), [provided that such election is in accordance with the requirements of the Shareholders' Deed.](#)

15.10. Delegated powers

Where there are 2 or more Directors:

- (a) The Directors may delegate any of their powers to a committee of Directors, a Director, an employee of the Company or any other person.
- (b) A delegate under Clause 15.10(a) must exercise the powers delegated in accordance with any directions of the Directors and the exercise of any of those powers is as effective as if the Directors had exercised them.
- (c) The members of a committee delegated powers under Clause 15.10(a) may elect one of their number as chairperson of their meetings.
- (d) Where such a meeting is held and:
 - (1) a chairperson has not been elected as provided by Clause 15.10(c); or
 - (2) the chairperson is not present within 10 minutes after the time appointed for the holding of the meeting or is unwilling to act for

all or part of the meeting, the members present may elect one of their number to be chairperson of the meeting (or part of it).

- (e) A committee may meet and adjourn as it thinks proper.
- (f) Questions arising at a meeting of a committee will be determined by a majority of votes, of the committee members present and voting.
- (g) In the case of an equality of votes, the chairman, has a casting vote in addition to any vote he may have in his capacity as a committee member.

15.11. Passing a resolution

- (a) If all the Directors entitled to vote on a resolution have signed a document containing a statement that they are in favour of, that resolution of the Directors in terms set out in the document, a resolution in those terms will be deemed to have been passed at a meeting of the Directors. The meeting should be held on the day on which the document was signed and at the time at which the document was last signed by a director. If the Directors signed the document on different days, the resolution will be deemed to have been passed on the day on which, and at the time at which, the document was last signed by a director.
- (b) For the purposes of Clause 15.11(a), two or more separate documents containing statements in identical terms each of which is signed by one or more Directors shall together be deemed to constitute one document containing a statement in those terms signed by those directors on the respective days on which they signed the separate documents.
- (c) When the Company is acting in its role as trustee of a self managed superannuation fund ("Fund"), the directors will form a quorum and pass resolutions in accordance with the rules of the Fund deed as if each director were an individual trustee of the Fund, or as otherwise provided by the Fund deed.

15.12. Defect in appointment

All acts done by any meeting of the Directors or of a committee of directors or by any person acting as a director are, notwithstanding that it is afterwards discovered that there was some defect in the appointment of a person to be a director or a member of the committee, or to act as, a director, or that a person so appointed was disqualified, as valid as if the person had been duly appointed and was qualified to be a director or to be a member of the committee.

16. Managing director

16.1. Appointment of managing director

[Unless specified otherwise in the Shareholders' Deed:](#)

- (a) ~~The~~the Directors may from time to time appoint one or more of their number to the office of managing director for such period and on such terms as they think fit, and subject to the terms of any agreement entered into in a particular case, may revoke any such appointment; ~~and-~~
- (b) ~~The~~the appointment of any such managing director will automatically terminate if he ceases from any cause to be a Director.

16.2. Remuneration of managing directors

A managing director will, subject to the terms of any agreement entered into in a particular case, receive such remuneration (whether by way of salary, commission or participation in profits, or partly in one way and partly in another) as the Directors determine.

16.3. Power of managing directors

- (a) The Directors may, upon such terms and conditions and with such restrictions as they think fit, confer upon a managing director any of the powers exercisable by them.
- (b) Any powers so conferred may be concurrent with, or be to the exclusion of, the powers of the Directors.
- (c) The Directors may at any time withdraw or vary any of the powers so conferred on a managing director.

16.4. Appointment of governing director

- (a) The Company may from time to time by ordinary resolution passed at a general meeting appoint one of the company's directors to the office of governing director.
- (b) For as long as a governing director holds office, all powers, authorities and discretions vested in the Directors by the Law or this Constitution will be vested in the governing director alone.
- (c) For so long as a governing director holds office, all other Directors for the time being of the Company (including any managing director appointed under Clause 16) will:
 - (1) exercise only such powers as the governing director may confer on them; and
 - (2) be subject to the control of the governing director.
- (d) For so long as a governing director is a Director, he will be the chairperson of the Directors and the chairperson of every meeting of the Members of the Company.

17. Associate directors

- (a) The Directors may from time to time appoint any person to be an associate director and may from time to time terminate any such appointment. A person so appointed is not required to hold any shares to qualify him for the appointment.
- (b) The Directors may from time to time determine the powers, duties and remuneration of any person so appointed.
- (c) Except by the invitation and with the consent of the Directors, an associate director does not have any right to attend or vote at any meeting of Directors.

18. Secretary

A secretary of the Company, if appointed, holds office on such terms and conditions, as to remuneration and otherwise, as the Directors determine.

19. Execution of documents

19.1. Safe custody of seal

If the Company has a Seal, the Directors must provide for the safety custody of the Seal.

19.2. Use of seal

The Seal must be used only by the authority of the Directors, or of a committee of the directors authorised by the Directors to authorise the use of the seal.

19.3. Execution of documents using a seal

The Company may execute a document using a Seal if the Seal is affixed to the document and the affixing of the Seal is witnessed by:

- (a) 2 Directors;
- (b) a Director and a Secretary;
- (c) a Director and another person appointed by the Directors for this purpose;
- (d) if the Company has a sole Director who is also the sole Secretary, that Director; or
- (e) if the Company has a sole Director and no Secretary, that Director.

19.4. Execution of documents without a seal

The Company may execute a document without using a Seal if the document is signed by:

- (a) 2 Directors;
- (b) a Director and a Secretary;
- (c) a Director and another person appointed by the Directors for this purpose;
- (d) if the Company has a sole Director who is also the sole Secretary, that Director; or
- (e) if the Company has a sole Director and no Secretary, that Director.

20. Inspection of records, minutes and register of members

20.1. Inspection of records

- (a) The Company will keep such accounting and other records of the business of the Company as it is required to keep by the Law.
- (b) The Company will send such documents to such persons as are required by Section 314 and 316 of the Law.
- (c) The Directors may determine whether and to what extent, and at what time and places and under what conditions, the accounting records and other documents of the Company or any of them will be open to the inspection of Members other than Directors, and a Member other than a Director does not have the right to inspect any document of the Company except as

provided by law, as provided in this Constitution or as authorised by the Directors or by the Company in general meeting.

20.2. Minutes

- (a) The Directors will cause minutes of:
- (1) all proceedings and resolutions of meetings of the Company's Members;
 - (2) all proceedings and resolutions of meetings of the Directors, including meetings of committees of Directors;
 - (3) all resolutions passed by Members without a meeting;
 - (4) all resolutions passed by the Directors without a meeting; and
 - (5) where there is one Director, all declarations made by the Director,
- to be duly entered in books kept for that purpose in accordance with the Law.
- (b) Books containing the minutes of proceedings of meetings of the Company's Members and resolutions passed by Members without a meeting in accordance with Clause 12.17 will be open for inspection by any Member without charge.

20.3. Members access to registers

The Register of Members, the Register of Options and the Register of Debenture Holders will be open for inspection by any Member, a registered option holder or a registered debenture holder without charge.

21. Dividends and reserves

21.1. Dividends

[Provided that the requirements of the Shareholders' Deed are met:](#)

- (a) ~~The~~ the Directors (without the sanction of a general meeting), or a general meeting on the recommendation of the Directors, may declare a dividend whether interim or final to be paid to the Members according to the Member's rights and interests at the time of entitlement to such dividend, only in the following circumstances:
- (1) where the Company's assets exceed its liabilities immediately before the dividend is declared and the excess is sufficient for the payment of the dividend; and
 - (2) where the payment of the dividend is fair and reasonable to the Company's Members as a whole; and
 - (3) where the payment of the dividend does not materially prejudice the Company's ability to pay its creditors;
- (b) a general meeting will not declare a larger dividend than is recommended by the Directors;

- (c) the Directors may in their discretion declare and pay or recommend such dividends as in their opinion the position of the Company justifies. The Directors may fix the time for payment of a dividend and if no time is so fixed the dividend will be payable upon its declaration; and
- (d) where at any time there is more than one class of share on issue, then subject to clause 21.1(a) being complied with and to the rights applicable to the shares concerned, dividends whether interim or otherwise may be declared and paid at different rates for different classes of shares. The dividends may be declared and paid on the shares of any one or more class or classes of shares to the exclusion of the shares of any other class or classes of shares provided that the shares comprising a particular class of shares will as between those shares participate in any such dividends declared equally.

21.2. Interest payable

Interest is not payable by the Company in respect of any dividend.

21.3. Reserves

- (a) The Directors may, before declaring or recommending any dividend, set aside out of the profits of the Company such sums as they think proper as reserves, to be applied, at the discretion of the Directors, for any purpose for which the profits of the Company may be properly applied.
- (b) Pending any such application, the reserves may, at the discretion of the Directors, be used in the business of the Company or be invested in such investments as the Directors think fit.
- (c) The Directors may carry forward so much of the profits remaining as they consider ought not to be distributed as dividends without transferring those profits to a reserve.

21.4. Paying Dividends

- (a) Subject to clause 21.1(a) being complied with and to the rights of persons (if any) entitled to shares with special rights as to dividend, all dividends will be declared and paid according to the amounts paid or credited as paid on the shares in respect of which the dividend is paid.
- (b) An amount paid or credited as paid on a share in advance of a call will not be taken for the purposes of this Clause to be paid or credited as paid on the share.

21.5. Deductions on dividends payable

The Directors may deduct from any dividend payable to a Member all sums of money (if any) presently payable by him to the Company on account of calls or otherwise in relation to shares in the Company.

21.6. Resolution of distribution of dividends

- (a) The Directors or any general meeting declaring a dividend may, by resolution, direct payment of the dividend wholly or partly by the distribution of specific assets, including paid up shares in, or debentures of, any other corporation, and the Directors will give effect to such a resolution.
- (b) Where a difficulty arises in regard to such a distribution, the Directors may settle the matter as they consider expedient and fix the value for distribution of the specific assets or any part of those assets and may determine that

cash payments will be made to any Members on the basis of the value so fixed in order to adjust the rights of all parties, and may vest any such specific assets in trustees as the Directors consider expedient.

21.7. Method of payment of dividends

- (a) Any dividend, interest or other money payable in cash in respect of shares may be paid in any manner as determined by the Directors including:
 - (1) directly crediting the account nominated by the Member from time to time; or
 - (2) by cheque sent through the post directed to:
 - (A) the address of the holder as shown in the register of Members, or in the case of joint holders, to the address shown in the register of Members as the address of the joint holder first named in that register; or
 - (B) to such other address as the holder or joint holders in writing directs or direct; or
 - (3) Any one of 2 or more joint holders may give effectual receipts for any dividends, interest or other money payable in respect of the shares held by them as joint holders.

22. Capitalisation of profits

22.1. Capitalisation of profits

The Directors may resolve to retain profits, which may be applied as follows:

- (a) in paying up any amounts unpaid on shares held by Members;
- (b) in paying up in full unissued shares or debentures to be issued to Members as fully paid; or
- (c) partly as mentioned in paragraph (a) and partly as mentioned in paragraph (b).

22.2. Directors to give effect to resolutions

The Directors must do all things necessary to give effect to the resolution and, in particular, to the extent necessary to adjust the rights of the Members among themselves, may:

- (a) issue fractional certificates or make cash payments in cases where shares or debentures become issuable in fractions; and
- (b) authorise any person to make, on behalf of all the Members entitled to any further shares or debentures upon the capitalisation, an agreement with the Company providing for the issue to them, credited as fully paid up, of any such further shares or debentures or for the payment up by the Company on their behalf of the amounts or any part of the amounts remaining unpaid on their existing shares. The application of their respective proportions of the sum resolved to be capitalised is required. Any agreement made under an authority referred to in paragraph (b) is effective and binding on all the Members concerned.

23. Notices

23.1. Giving of notices

A notice may be given by the Company to any Member either:

- (a) by serving it on him personally;
- (b) by sending it by post to him at the address shown in the register of Members or the address supplied by the Member for the purposes of serving notices on the Member; or
- (c) by sending it by facsimile transmission to a facsimile number nominated by the Member for the purpose of serving notices on the Member.

23.2. Service by post

Where a notice is sent by post, service of the notice will be deemed to be effected by properly addressing, prepaying, and posting a letter containing the notice and to have been effected in the case of a notice of a meeting, on the day after the date of its posting and, in any other case, at the time at which the letter would be delivered in the ordinary course of post.

23.3. Service by facsimile

Where a notice is sent by facsimile, service of the notice will be deemed to be served on receipt by the Company of a transmission report confirming successful transmission.

23.4. Notice to joint holders of a share

A notice may be given by the Company to the joint holders of a share by giving the notice to the joint holder first named in the register of Members in respect of the share.

23.5. Notice on death or bankruptcy of a member

A notice may be given by the Company to a person entitled to a share in consequence of the death or bankruptcy of a Member by serving it on him personally or by sending it to him by post addressed to him by name, or by the title of representative of the deceased or assignee of the bankrupt, or by any like description, at the address (if any) within Australia supplied, at the address to which the notice might have been sent if the death or bankruptcy had not occurred.

24. Winding up

24.1. Division of company property

If the Company is wound up, the liquidator may, with the sanction of a special resolution, divide among the Members in kind the whole or any part of the property of the Company and may for that purpose set such value as he considers fair upon any property to be so divided and may determine how the division is to be carried out as between the Members or different classes of Members, subject to the rights of holders of shares issued with special rights on winding up of the Company, and provided that the exercise of the liquidator of its rights under this Clause 24.1 is in accordance with the requirements of the Shareholders' Deed.

24.2. Power to vest property in trust for members

The liquidator may, with the sanction of a special resolution, vest the whole or any part of any such property in trustees upon such trusts for the benefit of the contributories as the liquidator thinks fit, but so that no Member is compelled to accept any shares or

other securities in respect of which there is any liability, and provided that the exercise of the liquidator of its rights under this Clause 24.2 is in accordance with the requirements of the Shareholders' Deed.

25. Indemnity

25.1. Indemnity against a liability

To the extent permitted by law, the Company:

- (a) indemnifies every person who is, or has been, a Director or Secretary; and
- (b) may, by deed, indemnify or agree to indemnify a person who is, or has been an Officer of a Group Company, against a liability incurred by that person, in his or her capacity as such a Director, Secretary or Officer, to another person provided that liability is not:
 - (1) an Excluded Liability; or
 - (2) a liability for legal costs and expenses.

25.2. Indemnity against legal costs and expenses

To the extent permitted by law, the Company:

- (a) indemnifies every person who is, or has been, a Director or Secretary; and
- (b) may, by deed, indemnify or agree to indemnify a person who is, or has been, an Officer of a Group Company, against legal costs and expenses (other than Excluded Legal Costs) incurred by that person in defending Proceedings for a liability incurred by that person in his or her capacity as such a Director, Secretary or Officer.

25.3. Payment for legal cost and expenses

To the extent permitted by law, the Company may make a payment (either by way of advance, loan or otherwise) to a Director or Secretary for the legal costs and expenses incurred by him or her in defending Proceedings for a liability incurred in his or her capacity as a Director or Secretary provided that:

- (a) the legal costs and expenses are not Excluded Legal Costs at the time the payment is made; and
- (b) the Director or Secretary is obliged to repay the legal costs and expenses to the extent that they become Excluded Legal Costs.

25.4. Payment of insurance premiums

To the extent permitted by law, the Company may pay, or agree to pay, a premium for a contract insuring a person who is, or has been, an Officer of a Group Company against a liability:

- (a) incurred by that person in his capacity as an Officer of a Group Company or in the course of acting in connection with the affairs of a Group Company or otherwise arising out of holding office as an Officer of a Group Company, provided that the liability does not arise out of conduct involving a wilful breach of duty in relation to a Group Company or a contravention of sections 182 or 183 of the Law; and

- (b) for legal costs and expenses incurred by that person in defending or resisting Proceedings, whatever their outcome.

25.5. Definitions

In this Clause:

- (a) the term "Excluded Legal Costs" means legal costs which the Company is prohibited from indemnifying a person against under section 199A(3) of the Law;
- (b) the term "Excluded Liability" means a liability which the Company is prohibited from indemnifying a person against under section 199A(2) of the Law;
- (c) the term "Group Company" means the Company or a subsidiary of the Company;
- (d) the term "Officer" has the meaning in section 9 of the Law; and
- (e) the term "Proceedings" means any proceedings, whether civil or criminal, in which it is alleged that the person has done or omitted to do some act, matter or thing in his capacity as an Officer of a Group Company or in the course of acting in connection with the affairs of a Group Company or otherwise arising out of the person holding office as an Officer of a Group Company, including proceedings alleging that he or she was guilty of negligence, default of trust or breach of duty in relation to a Group Company.

26. Loans made to shareholders

26.1. Resolutions required

In order for a loan from the Company to any Member to be resolved, a resolution in the form of the First Schedule is required.

26.2. Terms of loan

Unless otherwise agreed, every loan made by the Company from time to time, in any period, will be on the terms set out in the Second Schedule.

26.3. Second schedule

Subject to Clause 26.2, each Member will, pursuant to section 140(1) of the Law, be deemed to have accepted that all loans made from time to time will be made by the Company on the terms set out in the Second Schedule.

First Schedule

MINUTE BOOK

Minutes of Meeting of Director(s)

Aoyuan Property Group (Australia) Pty Ltd ~~China Aoyuan Property Group (Australia) Pty Ltd~~

ACN 600 594 125

Held at:

Date:

/ /

Time:

Present:

Chairperson:

was appointed Chairperson of the meeting.

Quorum:

The Chairperson noted that a quorum was present at the meeting of Directors entitled to pass the proposed resolutions.

Document tabled:

A loan agreement between the Company and:

on the terms set out in the attached Schedule. ('**Loan Agreement**')

Resolution:

IT WAS RESOLVED to execute the Loan Agreement in accordance with the Company's Constitution.

Meeting closed:

There being no further business, the meeting was declared closed.

Signed as a true and correct record.

Chairperson

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Second Schedule

Loan facility agreement

Loan facility agreement made at on

Parties:

Between

Aoyuan Property Group (Australia) Pty Ltd~~China Aoyuan Property Group (Australia) Pty Ltd~~ ('the Lender')

ACN 600 594 125

And

The member or members as determined by a resolution in the form shown in the First Schedule. ('the Borrower')

Recitals:

The Lender has agreed to provide a loan facility to the Borrower in accordance with this Agreement.

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Agreed terms as follows:

1. Definitions and interpretation

1.1 Definitions

In this Agreement, unless the context or subject matter otherwise require:

"Act" means the *Income Tax Assessment Act* 1936 and 1997, as amended, consolidated, re-written or re-enacted from time to time, and includes any regulations made pursuant to that Act.

"Advance" means any advance or loan made to the Borrower by the Lender after the date of this Agreement.

"Agreement" means this loan facility agreement (including the recitals). **"Authorised Representative"** means:

- (a) in respect of a party which is a corporation:
 - (1) a company secretary or director or any officer of the corporation whose title or office includes the words "manager" or "director"; or
 - (2) a person acting with the title or in the office of manager or director; and
- (b) in respect of each party, a solicitor of that party or a person nominated by Notice to the other party as an authorised representative.

"Claim" means, in relation to a person, a claim, demand, remedy, suit, damage, loss, cost, liability, action, proceeding, right of action, claim for compensation or reimbursement or liability incurred by or to be made or recovered by or against the person, however arising and whether ascertained or unascertained, or immediate, future or contingent.

"Controller" has the meaning given in section 9 of the *Corporations Act*.

"Due Date" in relation to an Advance, is defined in clause 2.1.

"Insolvency Provision" means any law relating to insolvency, sequestration, liquidation or bankruptcy (including any law relating to the avoidance of conveyances in fraud of creditors or of preferences and any law under which a liquidator or trustee in bankruptcy may set aside or avoid transactions) and any provision of any agreement, arrangement or scheme, formal or informal, relating to the administration of any of the assets of any person.

"Interest Rate", in relation to a year, is defined in clause 3.

"Jurisdiction" means the state/territory of incorporation of the company.

"Notice" means a written notice, consent, approval, direction, order or other communication.

"Obligation" means any legal, equitable, contractual, statutory or other obligation, agreement, covenant, commitment, duty, undertaking or liability.

"Outstanding Balance" means, on any day, the aggregate of all money owing or payable actually or contingently by the Borrower to the Lender under this Agreement on that day.

"Principal Sum" means the total of all Advances made by the Lender to the Borrower;

"Term", in relation to an Advance, is defined in clause 2.1.

"Year" means the Lender's year of income as defined in the Act.

1.2 Interpretation

In the interpretation of this Agreement, unless the context or subject matter otherwise require:

- (a) singular includes plural and vice versa;
- (b) any gender includes every gender;
- (c) a reference to a person includes corporations, trusts, associations, partnerships, a Government Authority, and other legal entities, and where necessary, include successor bodies;
- (d) references to months are references to calendar months;
- (e) headings and the table of contents are used for convenience only and are to be disregarded in the interpretation of this Agreement; and
- (f) a reference to a party includes that party's executors, administrators, substitutes, successors and permitted assigns.

2. Repayment of advances

2.1 Term and due date

- (a) The Term for each Advance under this Agreement will be the maximum term, as defined in section 109N(3)(b) of the Act or any regulations made thereunder, for an Advance of that kind.
- (b) The parties acknowledge that unless and until section 109N(3)(b) is amended, or any regulations are made thereunder, the maximum term is 7 years for any Advance.
- (c) The Term for each Advance will be deemed to have commenced on the date the Advance was made, and the Due Date for each Advance will be one business day before the date on which the Term expires.

2.2 Repayment

Each Advance must be repaid in full, with interest, by its Due Date.

3. Interest and yearly repayments

3.1 Interest rate

- (a) The Interest Rate must be determined afresh at the beginning of each Year, but thereafter remains constant throughout the Year.
- (b) The Interest Rate for a Year will be the benchmark interest rate, as defined in section 109N(2) of the Act or any regulations made thereunder.
- (c) The parties acknowledge that unless and until section 109N(2) of the Act is amended, or any regulations are made thereunder, the benchmark interest Rate is the Indicator Lending Rates - Bank variable housing loans

interest Rate last published by the Reserve Bank of Australia before the start of the Year.

3.2 Interest free period

An Advance will be free of interest until the end of the Year in which it is made.

3.3 Accrual of interest

Interest will be calculated daily by applying the Interest Rate to the Outstanding Balance (less any Advances made during the current Year). Interest will become payable on the last day of each Year.

3.4 Yearly repayments

- (a) The Borrower must make one repayment in respect of the entire Outstanding Balance on or before the last day of each Year. The amount of this repayment will be the minimum amount necessary to prevent the Outstanding Balance being treated as a dividend by reason of section 109E of the Act.
- (b) The parties acknowledge that unless and until section 109E of the Act is amended, or any regulations are made thereunder, the amount referred to in paragraph 3.4(a) above is the minimum yearly repayment worked out in accordance with section 109E(6) of the Act.

4. Defaults

4.1 Events of default

At the option of the Lender, the Outstanding Balance will become immediately due and payable by the Borrower to the Lender notwithstanding any previous delay or waiver by the Lender, if:

- (a) the Borrower does not pay any money payable under this Agreement as and when it falls due;
- (b) the Borrower is in breach of any provision of this Agreement;
- (c) the Borrower is unable to pay its debts or certifies that it is unable to pay its debts as and when they fall due;
- (d) a receiver, manager, receiver and manager, trustee, administrator, Controller or similar officer is appointed in respect of the Borrower;
- (e) a liquidator or provisional liquidator is appointed in respect of any corporate Borrower;
- (f) any application (not being an application withdrawn or dismissed within 7 days) is made to a court for an order, or an order is made, or a meeting is convened, or a resolution is passed, for the purpose of:
 - (1) appointing a person referred to in clause 4.1(d) or 4.1(e);
 - (2) winding up a corporate Borrower; or
 - (3) proposing or implementing a scheme of arrangement in respect of a corporate Borrower;

- (g) any event or conduct occurs which would enable a court to grant a petition, or an order is made, for the bankruptcy of the Borrower who is an individual or their estate under any Insolvency Provision;
- (h) a moratorium of any debts of the Borrower or an official assignment or a composition or an arrangement (formal or informal) with the Borrower's creditors or any similar proceeding or arrangement by which the assets of the Borrower are subject conditionally or unconditionally to the control of the Borrower's creditors is ordered, declared or agreed to or is applied for and the application is not withdrawn or dismissed within 7 days;
- (i) the Borrower becomes, or admits in writing that it is, or is declared to be, or is deemed under any applicable law to be, insolvent or unable to pay its debts;
- (j) any distress, execution or sequestration or other process is levied or enforced upon or any order is made against the property and assets of the Borrower and is not paid out, removed or discharged within 7 days.
- (k) the Borrower dies;
- (l) the Borrower creates a purpose to assign or create any charge, pledge or lien over the property the subject of any security of any part thereof without the prior consent of the Lender.

4.2 Default charge

Where the Borrower does not pay an amount payable under this Agreement when it is due, the Borrower will pay to the Lender interest on that overdue amount calculated at the Interest Rate on daily balances from the day the amount fell due and was unpaid to the day it is paid.

4.3 Remedy default

The Lender may, if it thinks fit, remedy any default of the Borrower and the Borrower agrees to repay on demand any sum expended to paid to make good such default and such sum will bear interest at the Interest Rate.

5. Representations and warranties

The Borrower represents and warrants to the Lender that:

5.1 Power - it has full legal capacity and power to enter into, exercise its rights and perform its obligations under this Agreement.

5.2 Authorisation - all conditions and things required by applicable law to be fulfilled or done in order:

- (a) to enable it lawfully to enter into, and exercise its rights and perform its obligations under, this Agreement;
- (b) to ensure that its obligations under this Agreement rank and will continue to rank at all times in accordance with paragraph 5.4 below; and
- (c) to make this Agreement admissible in evidence in the courts in this Jurisdiction;

have been fulfilled or done.

- 5.3 Obligations Binding** - this Agreement constitutes its valid and legally binding obligations, enforceable against it in accordance with their respective terms except to the extent limited by equitable principles and laws affecting creditors' rights generally.
- 5.4 Ranking of Obligations** - its payment obligations under this Agreement rank and will continue to rank at all times at least equally with all its other present and future unsecured payment obligations (including, without limitation, contingent obligations), other than those which are mandatorily preferred by law.
- 5.5 No Litigation** - no litigation, arbitration or administrative proceedings are taking place, pending or, to the knowledge of the Borrower, threatened against it or any of its property which, if adversely determined, could have, either separately or in aggregate, a material adverse effect on it.

6. Borrower's undertakings

The Borrower will:

- 6.1 Information** - provide the Lender upon request and, in any event, within five business days of request, with any information relating to the financial condition, business, assets and affairs of itself, as the Lender may reasonably request;
- 6.2 Records** - keep proper financial records and permit the Lender or its representatives to examine and take copies of those financial records and all other documents relating to its finances at all times;
- 6.3 Comply with Applicable Law** - comply with all applicable law including, without limitation, by paying when due all taxes to which it or its assets are assessed or liable except to the extent that these are being diligently contested in good faith and by appropriate procedures and the Borrower has made adequate reserves for them;
- 6.4 Authorisations** - obtain, maintain and comply with any conditions attaching to any authorisations which it requires to carry out the transactions contemplated by, and to ensure the validity, enforceability and admissibility in evidence of, this Agreement; and
- 6.5 Notice of Litigation** - give the Lender prompt notice of any litigation, arbitration or administrative proceedings affecting it or any of its property which, if adversely determined, could have, either separately or in the aggregate, an adverse effect on it.

7. Costs

The Borrower will pay to the Lender all stamp duty payable on or in respect of this Agreement, all legal and other costs, charges and expenses incurred or paid by the Lender relating to the negotiation, preparation, execution and enforcement of this Agreement.

8. Assignments

8.1 Assignment and consent

No party will be entitled to assign its rights or obligations under this Agreement without the prior written consent of the other parties, which consent may be given or withheld, or given on conditions, in the absolute discretion of the other parties

8.2 Continuation of liabilities

After an assignment:

- (a) the assignor remains principally liable jointly and severally with the assignee for the performance and observance of all obligations assigned to the assignee; and
- (b) the assignor will procure the assignee to enter into a deed in which the assignee covenants to be bound by this Agreement, including (without limitation) this clause.

9. Notices

9.1 Form of notices

Notices given under this Agreement must be:

- (a) in writing; and
- (b) signed by the party giving the Notice or by that party's Authorised Representative.

9.2 Method and address for giving notices

Notices must be either:

- (a) delivered by hand;
- (b) posted by pre paid security or certified mail; or
- (c) transmitted by facsimile.

10. Jurisdiction

This Agreement is governed by and construed in accordance with the laws of the Jurisdiction, and each party irrevocably submits to the non exclusive jurisdiction of the courts of the Jurisdiction for the purpose of any such action, suit or proceeding.

11. General provisions

11.1 Variations

No variation of this Agreement nor consent to a departure by a party from a provision, will be of effect unless it is in writing, signed by the parties or (in the case of a waiver) by the party giving it. Any such variation or consent will be effective only to the extent to or for which it may be made or given.

11.2 Waiver

The non exercise of or delay in exercising a right of a party will not operate as a waiver of that right, nor does a single exercise of a right preclude another exercise of it or the exercise of other rights. A right may only be waived by Notice, signed by the party (or its Authorised Representative) to be bound by the waiver.

11.3 Liability of parties

If a party consists of more than one person:

- (a) an obligation of those parties is a joint obligation of all of them and a several obligation of each of them;
- (b) a right given to those parties is a right given jointly and severally to each of them, and if exercised by one of them, is deemed to be exercised jointly; and
- (c) a representation, warranty or undertaking made by those parties is made by each of them.

11.4 Warranty of authority

Each person signing this Agreement on behalf of another person warrants that so far as he or she is aware he or she has the authority to do so.

Third Schedule

1. Class of shares

- 1.1 Notwithstanding any rights or restrictions conferred on holders as described in this Schedule, all rights and restrictions attaching to any shares in respect of dividends are subject to the provisions of clause 21(a) being complied.
- 1.2 Subject to Clause 4 and the power therein to issue shares of classes determined by the directors, the Company may also issue Subscriber shares and the shares of the classes referred to below in this clause. The Subscriber shares (if any) will be redeemable preference shares and the rights, privileges and conditions attaching to Subscriber shares are as follows:
- (a) They will only be issued upon registration of the Company and will only be issued to persons specified in the application for the Company's registration under the Law as persons who consent to become Members of the Company;
 - (b) Subject to the provisions of Section 254J of the Law, the next issue of shares of any class or classes after the issue of the Subscriber shares and payment up in full thereof will be deemed to have been issued for the purposes of redeeming the Subscriber shares provided that the proceeds of shares so issued is at least equal to the consideration paid for the Subscriber shares on issue. Upon the issue of such shares, each of the Subscriber shares will ipso facto be redeemed for the consideration paid for it, and the issued capital of the Company will then stand at an amount equal to the shares which comprised the next issue of shares;
 - (c) They will carry no right to participate in any distribution of surplus assets or profits;
 - (d) They will rank as to repayment of capital on winding-up of the Company before any other class of shares then on issue;
 - (e) They will carry no right to dividends;
 - (f) They will carry the right at meetings of the Company's Members to exercise one vote for each Subscriber share held; and
 - (g) Upon the redemption of the Subscriber shares in the manner provided in this Constitution, the Company will cease to be authorised to issue shares of this class.

1.3 Ordinary, "A" & "B" class shares

The rights, privileges and conditions attaching to Ordinary, "A" and "B" shares are as follows:

- (a) They will confer to the holders thereof the right to receive notice of and to attend any meeting of the Company's Members and to exercise one vote for every share held.
- (b) They will confer to the holders thereof the right to participate in any dividends declared and payable by the Company on the class of share held.

- (c) Upon a winding up of the Company they will confer to the holders thereof the right to repayment of capital paid upon such shares and to participate in any distribution of surplus assets or profits of the Company.

1.4 "C" class shares

The rights, privileges and conditions attaching to "C" shares are as follows:

- (a) They will not confer on the holders thereof any right to dividends or any right to vote at any meeting of the Company's Members but the holders thereof will be entitled to notice of and to attend any meeting of the Company's Members.
- (b) Upon a winding up of the Company they will confer to the holders thereof the right to repayment of capital paid upon such shares and to participate in any distribution of surplus assets or profits of the Company ranking equally with Ordinary shares.

1.5 "D" class shares

The rights, privileges and conditions attaching to "D" shares are as follows:

- (a) They will confer to the holders thereof the right to receive notice of and to attend any meeting of the Company's Members and to exercise one vote for every share held.
- (b) They will not confer on the holders thereof any right to dividends.
- (c) Upon a winding up of the Company they will confer to the holders thereof the right to repayment of capital paid upon such shares ranking equally with Ordinary shares but not to participate in any distribution of surplus assets or profits of the Company.

1.6 "E" & "F" class shares

The rights, privileges and conditions attaching to "E" and "F" shares are as follows:

- (a) They will not confer on the holders thereof any right to vote at any meeting of the Company's Members but the holders thereof will be entitled to notice of and to attend any meeting of the Company's Members.
- (b) They will confer to the holders thereof the right to participate in any dividends declared and payable by the Company on the class of share held.
- (c) Upon a winding up of the Company they will confer to the holders thereof the right to repayment of capital paid upon such shares ranking equally with Ordinary shares but not to participate in any distribution of surplus assets or profits of the company.

1.7 "G" class shares

The rights, privileges and conditions attaching to "G" shares are as follows:

- (a) They will not confer on the holders thereof any right to vote at any meeting of the Company's Members but the holders thereof will be entitled to notice of and to attend any meeting of the Company's Members.
- (b) They will confer to the holders thereof the right to participate in any dividends declared and payable by the Company on the class of share held.

- (c) Upon a winding up of the Company they will confer to the holders thereof the right to repayment of capital paid upon such shares and to participate in any distribution of surplus assets or profits of the Company ranking equally with Ordinary shares.

1.8 "H" redeemable preference class shares

The rights, privileges and conditions attaching to the "H" redeemable preference shares are as follows:

- (a) They will entitle the holders thereof to receive notice of and to attend any meeting of the Company's Members but will not confer any right to vote at such meetings except in one or more of the following circumstances:
 - (1) on a proposal to reduce the share capital of the Company;
 - (2) on a proposal that affects rights attached to the "H" redeemable preference shares;
 - (3) on a proposal for the disposal of the whole property, business and undertaking of the Company; and or
 - (4) during the winding up of the Company.
- (b) They will confer to the holders thereof the right to receive from the profits of the Company a non-cumulative preferential dividend at the rate of 5% per annum on the capital for the time being paid up thereon in priority to the payment of any dividend on any other share in the Company.
- (c) Upon a reduction of capital or winding up of the Company they will as regards return of paid up capital rank in priority to all other shares in the Company, but they will not confer any right to participate in any distribution of surplus assets or profits of the Company.
- (d) Subject to Sections 254J and 254K of the Law they will, at the option of the Company, be liable to be redeemed at the consideration paid for the "H" redeemable preference share on or before 30 June 2050, by giving written notice to the holders at their respective registered addresses and each such notice will be accompanied by the Company's cheque for the amount payable to the holder to whom such notice is sent. The redemption will take place on the seventh day after the date of posting such notice, and any "H" redeemable preference shares not so redeemed on 30 June 2050 will not thereafter be capable of being redeemed.

1.9 "I" redeemable preference class shares

The rights, privileges and conditions attaching to the "I" redeemable preference shares are as follows:

- (a) They will entitle the holders thereof to receive notice of and to attend any meeting of the Company's Members but will not confer any right to vote at such meetings except in one or more of the following circumstances:
 - (1) on a proposal to reduce the share capital of the Company;
 - (2) on a proposal that affects rights attached to the "I" redeemable preference shares;
 - (3) on a proposal for the disposal of the whole property, business and undertaking of the Company; and or

- (4) during the winding up of the Company.
- (b) They will confer to the holders thereof the right to participate in any dividend declared and payable by the Company on the class of share held.
- (c) Upon a reduction of capital or a winding up of the Company they will as rank regards return of paid up capital after any issued "H" redeemable preference shares but in priority to all other shares in the Company, but they will not confer any right to participate in any distribution of surplus assets or profits of the Company.
- (d) Subject to Sections 254J and 254K of the Law they will, at the option of the Company, be liable to be redeemed at the consideration paid for the "I" redeemable preference share on or before 1 May 2060, by giving written notice to the holders at their respective registered addresses and each such notice must be accompanied by the Company's cheque for the amount payable to the holder to whom such notice is sent. The redemption will take place on the seventh day after the date of posting such notice, and any "I" redeemable preference shares not so redeemed on 1 May 2060 will not thereafter be capable of being redeemed.

1.10 "J" class shares

The rights, privileges and conditions attaching to "J" shares are as follows:

- (a) They will not confer on the holders thereof any right to vote at any meeting of the Company's Members but will be entitled to notice of and to attend any meeting of the Company's Members.
- (b) They will confer to the holders thereof the right to participate in any dividends declared and payable by the Company on the class of share held.
- (c) Upon a winding up of the Company they will confer to the holders thereof the right to repayment of capital paid upon such shares ranking equally with Ordinary shares but not to participate in any distribution of surplus assets or profits of the Company.
- (d) In the event of the death, bankruptcy, mental incapacity or serious or prolonged ill health of a sole Director who is also the only Member entitled to vote at a meeting of the Company's Members which results in that person being unable to carry out the duties of a Director, the holders of "J" shares will have the right to appoint a new Director by the passing of an ordinary resolution of the holders of "J" shares.

1.11 "K" class dividend access share

The rights, privileges and conditions attaching to the "K" Class dividend access shares are as follows:

- (a) They will not confer to the holders any right to vote at any meeting of the Company's Members but the holders thereof will be entitled to notice of and to attend any meeting of the Company's Members.
- (b) They will confer to the holders thereof the right to participate in any dividend declared and payable by the Company on the class of share held.
- (c) Upon a winding up of the Company they will confer to the holders thereof the right to repayment of capital paid upon such shares ranking equally

with Ordinary shares but not to participate in any distribution of surplus assets or profits of the company.

- (d) Subject to Sections 254J and 254K of the Law they will, at the option of the Company, be liable to be redeemed at the consideration paid for the "K" dividend access share on or before 1 May 2060, by giving written notice to the holders at their respective registered addresses and each such notice must be accompanied by the Company's cheque for the amount payable to the holder to whom such notice is sent. The redemption will take place on the seventh day after the date of posting such notice, and any "K" dividend access share not so redeemed on 1 May 2060 will not thereafter be capable of being redeemed.

1.12 "L" class dividend access share

The rights, privileges and conditions attaching to the "L" Class dividend access shares are as follows:

- (a) They will not confer to the holders any right to vote at any meeting of the Company's Members but the holders thereof will be entitled to notice of and to attend any meeting of the Company's Members.
- (b) They will confer to the holders thereof the right to participate in any dividend declared and payable by the Company on the class of share held.
- (c) Upon a winding up of the Company they will confer to the holders thereof the right to repayment of capital paid upon such shares ranking equally with Ordinary shares but not to participate in any distribution of surplus assets or profits of the company.
- (d) Subject to Sections 254J and 254K of the Law they will, at the option of the Company, be liable to be redeemed at the consideration paid for the "L" dividend access share on or before 1 May 2060, by giving written notice to the holders at their respective registered addresses and each such notice must be accompanied by the Company's cheque for the amount payable to the holder to whom such notice is sent. The redemption will take place on the seventh day after the date of posting such notice, and any "L" dividend access share not so redeemed on 1 May 2060 will not thereafter be capable of being redeemed.

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Execution

I/We, the persons whose full name is set out below and who consents to becoming a member of the Company agree to the form of the Consultation for the Company set out above.

Member's signatures

Witness's names & signatures

.....
Signature

.....
Please Print Name of Witness

.....
/ /

.....
Date

.....
Aoyuan Property Group (Australia) Pty
Ltd~~China Aoyan Property Group Ltd~~ ()

Executed as a deed.

SEALED with the Common Seal of
GRAND FIRST HOLDINGS LIMITED
and signed by its director CHEN Zhibin
in the presence of:

)
)
)
)



Signature of Director
Name of Director: CHEN Zhibin



Witness' signature: 李凡彦

Name: LI Falian

Executed by **Company B (Aust) Pty Limited (ACN 658 173 687)** in accordance with section 127 of the Corporations Act 2001 (Cth):

Full name of sole director who states that they are the sole director of **Company B (Aust) Pty Limited** and that **Company B (Aust) Pty Limited** does not have a company secretary

Signature of sole director

Executed as a deed.

SEALED with the Common Seal of)
GRAND FIRST HOLDINGS LIMITED)
and signed by its director CHEN Zhibin)

in the presence of:

Signature of Director
Name of Director: CHEN Zhibin

Witness' signature: _____

Name: _____

Executed by Company B (Aust) Pty Limited
(ACN 658 173 687) in accordance with
section 127 of the Corporations Act 2001 (Cth):

ADRIAN LIAW

Full name of sole director who states that they are the
sole director of **Company B (Aust) Pty Limited** and
that **Company B (Aust) Pty Limited** does not have a
company secretary

Signature of sole director



Attachment 1 Form of Shareholders' Deed

Execution Version

Shareholders' deed

Aoyuan Property Group (Australia) Pty Ltd
Company

Grand First Holdings Limited
GFH

Company B (Aust) Pty Limited
Company B

Clayton Utz
Level 15 1 Bligh Street
Sydney NSW 2000
GPO Box 9806
Sydney NSW 2001
Tel +61 2 9353 4000
Fax +61 2 8220 6700
www.claytonutz.com

Our reference 16966/81021292

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Shareholders' deed

Date _____ **2022**

Parties **Aoyuan Property Group (Australia) Pty Ltd ACN 600 594 125** of C/- LLK Accountants Pty Ltd, Suite 302, Level 3, 121 Walker Street, North Sydney NSW 2060 (**Company**)

Grand First Holdings Limited (CR No. 2040839) of Unit 1901-1902, 19FL One Peking, 1 Peking Road, Tsim Sha Tsui, Kowloon, Hong Kong (**GFH**)

Company B (Aust) Pty Limited ACN 658 173 687 of Unit 2302, 130 Elizabeth Street, Sydney NSW 2000 (**Company B**)

Background

- A. The Company carries on the Business.
- B. The Company is the Ultimate Holding Company of the entities set out in Schedule 1.
- C. With effect from the Effective Date:
 - (a) GFH will hold 5,100 Shares representing 51% of the issued share capital of the Company; and
 - (b) Company B will hold 4,900 Shares representing 49% of the issued share capital of the Company.
- D. The parties have agreed that the Company is to be owned, controlled and financed on the terms and conditions of this deed.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this deed:

Acceptance Period means:

- (a) in the case of a first offer made under clause 3.4 within 20 Business Days of the date of the offer; and
- (b) in the case of any further offer made under clause 3.5, within 5 Business Days of the date of the offer.

Accession Deed means a deed substantially in the form attached as Attachment 1.

Accounting Standards means, at any time:

- (a) the requirements of the Corporations Act about the preparation and contents of financial reports;
- (b) the accounting standards approved under the Corporations Act; and

- (c) generally accepted accounting principles, policies, practices and procedures in Australia to the extent not inconsistent with the accounting standards described in paragraph (b).

ADC has the meaning given in paragraph 1.1(a) of Schedule 5.

Attorney has the meaning given in clause 13.3.

Auditor means the person appointed from time to time to the office of auditor of the Group Companies.

Board means the board of directors of the Company as constituted from time to time.

Business means the business of selling, developing, managing and delivering real estate projects in Australia carried on by the Group Companies.

Business Day means a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally in New South Wales, Australia.

Business Plan means the business plan set out in Schedule 6, as amended or replaced from time to time in accordance with this deed.

Chairperson means the chairperson of the Board from time to time appointed in accordance with clause 6.3.

Change of Control means, in relation to a Shareholder:

- (a) if the Shareholder comes under the Control of a person (acting alone or together with its Associates) who did not Control the Shareholder on the date on which the Shareholder first became party to this deed; or
- (b) if a person (acting alone or together with its Associates) who was in Control of the Shareholder on the date the Shareholder first became party to this deed stops having Control of the Shareholder,

other than as a result of:

- (c) subject to clause 3.12, a restructure of the Shareholder or any Related Entity of the Shareholder that does not change the Ultimate Holding Company of the Shareholder.

Confidential Information means:

- (a) all information relating to the operations or affairs of any Group Company including all financial or accounting information, all customer names and lists, terms and conditions of supply, sales records, marketing analysis, research and reports and other marketing information and all trade secrets, know how, operating procedures and technical information;
- (b) all other information treated by any Group Company as confidential or capable of being protected at law or in equity as confidential information or the disclosure of which might cause loss or damage to or otherwise adversely affect any Group Company; and
- (c) the existence and contents of this deed and all negotiations and discussions between the parties in relation to the Business or this deed,

in whatever form and in each case includes information that has been disclosed by a Group Company or its Representatives to the other parties or their Representatives under the terms of a confidentiality agreement, other than Excluded Information.

Constitution means the constitution of the Company adopted on 8 July 2014, as amended from time to time.

Control in relation to an entity (as defined in section 9 of the Corporations Act), has the meaning given in section 50AA of the Corporations Act, and "**Controlled**" has a corresponding meaning.

Corporations Act means the Corporations Act 2001 (Cth).

Deadlock has the meaning given in clause 4.1.

Deadlock Buyer means Company B or its nominee or nominees.

Deadlock Completion Date means the date specified by the Deadlock Buyer in accordance with clause 4.5.

Deadlock Notice has the meaning given in clause 4.3.

Deadlock Offer has the meaning given in clause 4.4.

Deadlock Price has the meaning given in clause 4.3(b).

Deadlock Seller means each Relevant Shareholder.

Deadlock Shares means all of the Shares held by each Relevant Shareholder.

Defaulting Party has the meaning given in clause 13.1(b).

Defaulting Shareholder has the meaning given in clause 5.2.

Director means a director of the Company from time to time.

Dispose in relation to a person and any property means:

- (a) to sell, offer for sale, transfer, assign, swap, surrender, gift, create or allow to exist an Encumbrance, option or trust over or otherwise deal with or dispose of that property (or any legal or beneficial interest in it or part of it);
- (b) to do anything which has the effect of placing a person in substantially the same position as if that person had done any of the things specified in paragraph (a); or
- (c) authorise, or agree conditionally or otherwise to do, any of the things referred to in paragraph (a),

and Disposal has a corresponding meaning.

Dispute Notice has the meaning given in clause 16.2.

Dividend Policy has the meaning given in clause 10.4(b).

Effective Date means the date on which completion of the share sale deed dated _____ 2022 between GFH and Company B occurred.

Encumbrance means a mortgage, charge, pledge, lien, encumbrance, security interest, title retention, preferential right, trust arrangement, contractual right of set-off, or any other security agreement or arrangement in favour of any person, whether registered or unregistered, including any Security Interest.

Equity Proportion means, in relation to a Shareholder, at any time, a fraction (expressed as a percentage) the numerator of which is the total number of Shares held by that Shareholder

and the denominator of which is the total number of Shares (including the Shares held by that Shareholder):

- (a) on issue at that time; or
- (b) where the context requires something to be apportioned between a number of Shareholders, held by those Shareholders.

Event of Default has the meaning given in clause 5.1.

Excluded Information means information that:

- (a) is in or comes into the public domain, other than as a result of a breach of this deed or a breach by any person of an obligation of confidence;
- (b) a party can prove was made available to it by a person with no connection to any Group Company or their Representatives and who is not under any obligation of confidence in respect of that information; or
- (c) a party can prove was, at the time any Group Company or their Representatives made it available to that party:
 - (i) already known to that party other than as a result of breach by any person of an obligation of confidence; and
 - (ii) not held by that party subject to an obligation of confidence.

Existing Projects means:

- (a) One30 Hyde Park;
- (b) Maison 188, Maroubra;
- (c) Mirabell, Turramurra;
- (d) Esplanade, Norwest;
- (e) Altessa 888, Gordon;
- (f) Adela, Burwood;
- (g) Mesa, Hurstville;
- (h) Ashbourne, Moss Vale;
- (i) Melrose Park;
- (j) The Lennox, Parramatta;
- (k) Woollooware Bay; and
- (l) Bargo.

Expert has the meaning given in clause 4.7(a).

Fair Market Value means, in relation to any Securities, the fair market value of those Securities determined in accordance with Schedule 5.

Financial Year means, in relation to the Company, the period commencing on 8 July 2014 and ending on the following 31 December and each subsequent 12 month period, or any other

period for a financial year as may be determined by the Directors in accordance with section 323D of the Corporations Act.

Gresham Facility means the facility agreement titled 'A\$ facility agreement Aoyuan Australia' between, among others, the Company (as borrower), Gresham Property Funds Management Limited as trustee of GPF No.8 (as financier) and Gresham Property Investments Limited (as security trustee) dated 20 December 2021.

Group Company means the Company and each of its Subsidiaries.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Guarantee means any guarantee, bond, security deposit, letter of credit or suretyship or any other obligation to pay, purchase or provide funds (whether by the advance of money, the purchase of or subscription for shares or other securities, the purchase of assets or services, or otherwise) for the payment or discharge of, to indemnify against the consequences of default in the payment of, or otherwise be responsible for, any indebtedness of, obligation of, liability of or the insolvency of any other person.

Indemnified Losses means, in relation to any fact, matter or circumstance, all losses, costs, charges, damages, expenses and other liabilities arising out of or in connection with that fact, matter or circumstance including all reasonable legal and other professional expenses on a solicitor-client basis incurred in connection with disputing, defending or settling any claim, action, demand or proceeding relating to that fact, matter or circumstance (including any claim, action, demand or proceeding based on the terms of this deed).

Indemnifying Shareholder has the meaning given in clause 3.12.

Independent Valuer has the meaning given in paragraph 1.1(a) of Schedule 5.

Initial Shareholders means GFH and Company B.

Innocent Party has the meaning given in clause 13.1(b).

Purchased Securities has the meaning given in clause 3.6(a).

Purchasing Shareholder has the meaning given in clause 3.6.

Qualified Buyer means:

- (a) if the Seller is Company B, any person; and
- (b) if the Seller is a Relevant Shareholder, a person which Company B has approved in its absolute discretion as the purchaser of the Sale Securities.

Recipient has the meaning given in clause 18.3.

Regulatory Authority means:

- (a) any government or local authority and any department, minister or agency of any government; and
- (b) any other authority, agency, commission or similar entity having powers or jurisdiction under any law or regulation or the listing rules of any recognised stock or securities exchange.

Related Entity of a corporation means:

- (a) a related body corporate of that corporation within the meaning of section 50 of the Corporations Act; and

- (b) a trustee of any unit trust in relation to which that corporation, or any corporation referred to in paragraph (a), directly or indirectly:
- (i) controls the right to appoint the trustee;
 - (ii) is in a position to control the casting of more than one half of the maximum number of votes that might be cast at a meeting of holders of units in the trust; or
 - (iii) holds or is in a position to control the disposal of more than one half of the issued units of the trust.

Relevant Shareholder means each Shareholder, excluding Company B.

Representative means, in relation to a party, all officers, employees, professional advisers, agents and attorneys of the party and its Related Entities.

Sale Completion Date has the meaning given in clause 3.8.

Sale Notice has the meaning given in clause 3.4.

Sale Securities has the meaning given in clause 3.3(a).

Securities means:

- (a) the Shares; and
- (b) any other securities of the Company within the meaning of section 92(3) of the Corporations Act.

Security Interest has the meaning given in section 12 of the Personal Property Securities Act 2009 (Cth).

Seller has the meaning given in clause 3.3.

Share means a fully paid ordinary share in the capital of the Company having the rights and restrictions attaching to it set out in the Constitution.

Shareholder means:

- (a) each Initial Shareholder; and
- (b) each person who becomes a registered holder of Securities and who becomes a party to this deed by duly executing and delivering an Accession Deed in accordance with clause 3.11.

Shareholder Disposal Date means, in relation to a Shareholder, the date on which the Shareholder Disposes of its entire interest in the Securities.

Subsidiary has the meaning given in section 9 of the Corporations Act.

Supplier has the meaning given in clause 18.3.

Tax means any tax, levy, excise, duty, charge, surcharge, contribution, withholding tax, impost or withholding obligation of whatever nature, whether direct or indirect, by whatever method collected or recovered, together with any fees, penalties, fines, interest or statutory charges.

Transaction Document means:

- (a) this deed;

- (b) the Constitution; and
- (c) any other document agreed by the parties to be a transaction document for the purposes of this deed.

Transfer Notice has the meaning given in clause 3.3.

Transfer Price has the meaning given in clause 3.3(b).

Ultimate Holding Company has the meaning given in section 9 of the Corporations Act.

Valuation Parties has the meaning given in paragraph 1.1(a) of Schedule 5.

Warranties means the warranties set out in Schedule 3.

1.2 Inconsistency with Constitution

If there is any inconsistency between this deed and the Constitution or other governing document of a Group Company:

- (a) the provisions of this deed prevail to the extent of the inconsistency; and
- (b) on receipt of a request from any party, each party must, to the extent permitted by law, take all steps necessary to amend the Constitution or other governing document of a Group Company to remove that inconsistency.

1.3 Reasonable endeavours

If any provision of this deed requires a party to use reasonable endeavours or all reasonable endeavours to procure that something is performed or occurs or does not occur, that party is not obliged:

- (a) to pay any money or to provide any funding, financial assistance, financial compensation, valuable consideration or any other incentive to or for the benefit of any person except for payment of any applicable fee for the lodgement or filing of any relevant application with any Regulatory Authority; or
- (b) to commence any legal action or proceeding against any person,

except where that provision expressly specifies otherwise.

1.4 Business Days

If the day on which any act to be done under this deed is a day other than a Business Day, that act must be done on or by the immediately preceding Business Day except where this deed expressly specifies otherwise.

1.5 General rules of interpretation

In this deed headings are for convenience only and do not affect interpretation and, unless the contrary intention appears:

- (a) an obligation or a liability assumed by 2 or more persons binds them jointly and severally and a right conferred on 2 or more persons benefits them jointly and severally;
- (b) a word importing the singular includes the plural and vice versa, and a word of any gender includes the corresponding words of any other gender;
- (c) the word **including** or any other form of that word is not a word of limitation;

- (d) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (e) a reference to a **person** includes an individual, the estate of an individual, a corporation, a Regulatory Authority, an incorporated or unincorporated association or parties in a joint venture, a partnership and a trust;
- (f) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (g) a reference to a document or provision of a document is to that document or provision as varied, novated, ratified or replaced from time to time;
- (h) a reference to this deed is to this deed as varied, novated, ratified or replaced from time to time;
- (i) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, exhibits, attachments and annexures to it;
- (j) a reference to an agency or body if that agency or body ceases to exist or is reconstituted, renamed or replaced or has its powers or function removed (**obsolete body**), means the agency or body which performs most closely the functions of the obsolete body;
- (k) a reference to a statute includes any regulations or other instruments made under it (**delegated legislation**) and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (l) if any calculation relating to the issue or transfer of Securities under this deed results in a number that is, or includes, a fraction, that fraction will be rounded upwards or downwards to the nearest whole number as may be required to ensure that the aggregate number of Securities issued or transferred does not exceed the aggregate number of Sale Securities;
- (m) a reference to **\$** or **dollar** is to Australian currency; and
- (n) this deed must not be construed adversely to a party just because that party prepared it or caused it to be prepared.

2. Preliminary matters

2.1 Effective Date

This deed takes effect on and from the Effective Date.

2.2 Nature of the Business

The Group Companies carry on the Business and may only carry on any other business apart from the Business if authorised to do so in accordance with this deed.

2.3 Objectives

- (a) Each party agrees that its primary objectives in entering into this deed are as follows:

- (i) the Group Companies will carry on the Business in accordance with this clause 2.3 and the other provisions of this deed;
 - (ii) on and from the Effective Date, the Group Companies will carry on the Business in accordance with the Business Plan;
 - (iii) on and from the Effective Date, the Group Companies will not pursue any new projects, investments or other opportunities to develop or expand the Business, including entering into any new contracts related to property development other than those related to the completion and sale of the Existing Projects and related matters;
 - (iv) the brands used in the Business will be modified and replaced with a brand agreed by the Board; and
 - (v) following the completion and sale of the Existing Projects by the Group Companies, the Business will cease and subject to the provisions of this deed, the intention of the parties is that the Company will be wound up.
- (b) It is acknowledged and agreed by the parties that:
- (i) each Shareholder, their Related Entities and any director or employee of a Group Company (and their respective Related Entities) may own, invest in or otherwise pursue in any form any property development opportunity (including any which may be in competition with the Existing Projects or any other part of the Business); and
 - (ii) such activities will not constitute a breach of this deed or conflict of interest between the relevant person and any Group Company, including where the relevant person is an employee or director of a Group Company and irrespective of whether the information about the opportunity was obtained by the relevant person in the course of their employment by a Group Company, position as a director of a Group Company or as a Shareholder.

2.4 Exercise of power

Each Shareholder must:

- (a) comply with and give full force and effect to each Transaction Document and its intent;
- (b) use all reasonable endeavours to procure that each Group Company complies with and gives full force and effect to each Transaction Document and its intent including clause 2.3(a) of this deed;
- (c) use all reasonable endeavours to procure that each Group Company carries on the Business in accordance with the Business Plan; and
- (d) ensure that it does not unreasonably delay in taking any action, giving any approval or direction or making any determination or decision required by it under this deed.

For the purposes of this clause 2.4, a Shareholder's reasonable endeavours include the exercise of its voting rights at general meetings of the Company and, to the extent permitted by law, the exercise of voting rights it directly or indirectly controls at meetings of the Board.

2.5 Parties' duties

Each party undertakes to each other party that it will act in good faith and with honesty in all of its dealings with each other party in relation to the conduct of the Business and the Company and the implementation of each Transaction Document.

2.6 Relationship

By entering into this deed the parties do not intend to create, and this deed does not create, any relationship of employment, agency, partnership, trust or any other relationship of a fiduciary nature. Unless a Transaction Document expressly provides otherwise, no party has the power to incur any obligation or liability on behalf of, or to pledge the credit of, any other party.

3. Disposal of Shares

3.1 Intention of parties

The parties' intention under this clause 3 is to ensure that each Shareholder gives each other Shareholder an opportunity to acquire any legal or beneficial interest in any Shares before that party gives any other person, who is not party to this deed, an opportunity to acquire that interest subject to the requirements of this clause 3. Accordingly, each party:

- (a) must not employ, or permit any of its Related Entities to employ, any alternative structuring device or technique or participate in any transaction designed to circumvent this intention;
- (b) to the extent permitted by law, must take all actions to ensure that:
 - (i) any Disposal of any Shares which complies with the provisions of this clause 3 is registered in the statutory registers of the Company; and
 - (ii) any purported Disposal of any Shares which does not comply with the provisions of this clause 3 is not registered in the statutory registers of the Company and is of no force and effect; and
- (c) must ensure that any share certificates issued by the Company state that the Shares represented by the certificate are subject to the restrictions on Disposal set out in this deed and the Constitution.

3.2 Permitted Disposals

A Shareholder may only Dispose of Shares if:

- (a) each other Shareholder consents (in its absolute discretion) to the Disposal of the Shares, in which case clauses 3.3 to 3.10 (Pre-emptive rights) will not apply to that Disposal;
- (b) the Disposal of the Shares is permitted or required under clause 4.6 (Deadlock) or 5.3 (Default); or
- (c) the Disposal of the Shares is made in accordance with clauses 3.3 to 3.10 (Pre-emptive rights).

3.3 Transfer notice

If a Shareholder wishes to Dispose of any of its Shares (**Seller**) it must first give a notice to the Company (**Transfer Notice**). A Transfer Notice:

- (a) must specify the number and class of Shares offered for sale which must be all of the Shares held by the Seller (**Sale Securities**);
- (b) must specify the proposed price of each Sale Security which must be a cash price denominated in Australian dollars considered by the Seller to equal the fair market value of each Sale Security (**Transfer Price**);
- (c) must specify the other terms of sale of the Sale Securities which must be consistent with clause 3.9;
- (d) must be accompanied by any original share certificates, or duplicate share certificates issued by the Company together with duly executed indemnities for any lost share certificates, for the Sale Securities;
- (e) may only be withdrawn with the consent of all Shareholders; and
- (f) authorises the Company to act as exclusive agent of the Seller in connection with the sale of the Sale Securities to all or any of the other Shareholders on the terms specified in the Transfer Notice.

3.4 Sale notice

The Company must within 10 Business Days of the date on which the Company receives a Transfer Notice from the Seller give a notice to each Shareholder other than the Seller (**Sale Notice**) substantially in the form attached as Attachment 2 offering for sale to that Shareholder a number of Sale Securities equal to that Shareholder's Equity Proportion of the total number of Sale Securities for sale to that Shareholder, or in the case of Company B, Company B or its nominee or nominees.

For the avoidance of doubt, only Company B may nominate a nominee or nominees under this clause 3 and the Relevant Shareholders may not nominate a nominee or nominees.

3.5 Reoffers

If some but not all Shareholders reject, or are taken to have rejected, the offer made under clause 3.4:

- (a) the Company must reoffer any remaining Sale Securities to all Shareholders that accepted the previous offer in their Equity Proportions, within 5 Business Days of expiry of the Acceptance Period for the previous offer;
- (b) the Company must make the reoffer on the same terms as set out in the Sale Notice except that any Sale Notice in respect of a reoffer must specify that fact and must state the number of Sale Securities being reoffered; and
- (c) the process set out in clauses 3.5(a) and 3.5(b) must be repeated until either:
 - (i) the Company receives acceptances for all of the Sale Securities; or
 - (ii) all Shareholders to whom an offer is made reject, or are taken to have rejected, that offer.

3.6 Acceptance of offer

Each Shareholder that wishes to accept an offer made under clause 3.4 or 3.5 (**Purchasing Shareholder**) must:

- (a) give notice to the Company within the relevant Acceptance Period stating that it accepts all of the Sale Securities offered to it (and in the case of Company B, one or more nominees, the number of Sale Securities to be acquired by each) under the relevant offer (**Purchased Securities**); and
- (b) on the same Business Day as it gives a notice in accordance with clause 3.6(a), pay to the Company (in its capacity as agent of the Seller) an amount equal to the Transfer Price multiplied by the number of Purchased Securities which amount the Company must hold on trust for the Seller.

3.7 Result of offer process

If following completion of the offer process set out in clauses 3.4 and 3.5 the Company:

- (a) has not received acceptances from the Purchasing Shareholders for all of the Sale Securities, the Seller must sell and each Purchasing Shareholder must buy the Purchased Securities and clause 3.10 applies in respect of any remaining Sale Securities; or
- (b) has received acceptances from the Purchasing Shareholders for all of the Sale Securities, the Seller must sell and each Purchasing Shareholder must buy the Purchased Securities.

3.8 Completion of sale

Completion of the sale and purchase of all Purchased Securities must take place simultaneously after completion of the offer process set out in clauses 3.4 and 3.5 at a place specified by the Company on the date on which the Company receives payment in full from that Purchasing Shareholder of the Transfer Price for all Purchased Securities which payment will be good discharge of that Purchasing Shareholder's obligation to the Seller to pay for the Purchased Securities (**Sale Completion Date**).

3.9 Completion obligations

On the Sale Completion Date:

- (a) the Seller must sell and each Purchasing Shareholder must buy the Purchased Securities free from all Encumbrances on the terms set out in the Sale Notice;
- (b) the Seller must deliver to each Purchasing Shareholder a completed transfer in respect of the Purchased Securities duly executed by the Seller as transferor;
- (c) the Seller must deliver to each Purchasing Shareholder a notice irrevocably appointing the Purchasing Shareholder as the Seller's proxy in respect of the Purchased Securities until those Purchased Securities are registered in the name of the Purchasing Shareholder; and
- (d) the Company must pay to the Seller all monies received by the Company from the Purchasing Shareholders in payment of the Transfer Price for the Purchased Securities.

3.10 Sale to Qualified Buyer

At any time within 90 Business Days after completion of the offer process set out in clauses 3.4 and 3.5, the Seller may (but is not obliged to) offer all of the or the remaining Sale

Securities (as applicable) to a Qualified Buyer at a price per Sale Security equal to the Transfer Price and otherwise on terms no more favourable to the Qualified Buyer than the terms set out in the Sale Notice. If the Seller does not sell the Sale Securities to a Qualified Buyer in accordance with this clause 3.10 it may not Dispose of the Sale Securities without again complying with the provisions of this deed.

3.11 Accession Deed

The Company may only register a person, other than an Initial Shareholder, as a holder of any Securities if that person executes, and delivers to the Company, an Accession Deed. If a person who is not an Initial Shareholder becomes a holder of Securities, otherwise than as a result of a breach of this deed, and that person executes, and delivers to the Company, an Accession Deed, the parties accept that person as a party to this deed.

3.12 Indemnity

Each Shareholder (**Indemnifying Shareholder**) indemnifies the Company and each other Shareholder against, and must pay to the Company and each other Shareholder on demand, the amount of any Indemnified Loss suffered or incurred by the Company and each other Shareholder arising out of or in connection with any delay or failure by any person to pay any stamp duties or similar Taxes and any related fees, penalties, fines, interest or statutory charges which are payable as a result of:

- (a) the Indemnifying Shareholder Disposing any of its Securities; or
- (b) a Change of Control occurring in relation to the Indemnifying Shareholder.

The parties acknowledge and agree that paragraph (c) of the definition of 'Change of Control' in clause 1.1 does not apply for the purposes of clause 3.12(b).

4. Deadlock

4.1 Deadlock

A deadlock occurs if:

- (a) identical resolutions to approve an action which the Company cannot undertake unless and until a resolution of the Directors is passed in accordance with clause 8.11 have been proposed and lost on any 2 occasions in any consecutive period of 2 months (including by reason of no quorum being present);
- (b) identical resolutions to approve an action which the Company cannot undertake unless and until a resolution of the Shareholders is passed in accordance with clauses 9.5 or 9.6 have been proposed and lost on any 2 occasions in any consecutive period of 2 months (including by reason of no quorum being present); or
- (c) identical resolutions to approve an action by the Company have been proposed and lost on 2 occasions in any consecutive period of 2 months (including by reason of no quorum being present),

(each a **Deadlock**).

4.2 Resolution of Deadlock

- (a) If a Deadlock occurs each Shareholder must procure that, within 10 Business Days of the date on which the Deadlock occurs, their representative meets each other Shareholder's representative to discuss and to attempt to resolve the Deadlock. In the case of the Initial Shareholders, the representatives are:

- (i) in respect of Company B: Adrian Liaw or such other person nominated by Adrian Liaw; and
 - (ii) in respect of GFH: Sam Leng.
- (b) The Shareholders agree that GFH may provide a set of documents relating to and notice of, such meeting referred to in clause 4.2(a) to Paul Tao prior to such meeting and GFH must procure that such documents are kept confidential.
- (c) Failing that meeting occurring, or failing resolution of the Deadlock within 10 Business Days of the date of that meeting, clause 4.3 will apply or alternatively, Company B may give each Relevant Shareholder notice stating that it requires the Deadlock to be determined by expert determination in accordance with clause 4.7.

4.3 Deadlock Notice

Within 1 month of the date of a Deadlock, Company B or its nominee or nominees may give each Relevant Shareholder notice offering to purchase all of their Shares on the terms set out in this clause 4.3 (**Deadlock Notice**). A Deadlock Notice given to GFH under this clause 4.3:

- (a) must specify the nature of the Deadlock;
- (b) must specify a cash price for each Share, which must be the Fair Market Value (**Deadlock Price**);
- (c) must specify the number of Shares;
- (d) must state that it constitutes a Deadlock Notice for the purposes of this clause 4.3;
- (e) must state the purchaser of the Shares which may be either Company B or its nominee or nominees (and in the case of more than nominee, state the number of Shares each will acquire);
- (f) must be dated the date on which it is issued;
- (g) may include any other condition; and
- (h) must be signed by Company B (and the nominee(s), if any).

For the avoidance of doubt, the Relevant Shareholders may not give a Deadlock Notice to Company B if a Deadlock occurs.

4.4 Effect of Deadlock Notice

- (a) A Deadlock Notice constitutes an offer by Company B (or its nominee or nominees) (**Deadlock Buyer**) to buy all of the Shares held by each Relevant Shareholder free from all Encumbrances and together with all rights attaching to the Shares after the date of the Deadlock Notice at a price per Share equal to the Deadlock Price (**Deadlock Offer**).
- (b) The receipt of a Deadlock Notice by each Relevant Shareholder constitutes a binding agreement on each Relevant Shareholder to sell all of its Shares.

4.5 Deadlock Completion Date

Completion of the sale and purchase of all the Shares held by each Relevant Shareholder in the event of a Deadlock must take place:

- (a) on a date specified by the Deadlock Buyer which must be no less than 10 Business Days and no more than 40 Business Days after the date on which each Relevant Shareholder is given notice of the Deadlock Offer; and
- (b) at such time and place as the Deadlock Buyer may reasonably specify.

4.6 Completion obligations

On the Deadlock Completion Date:

- (a) the Deadlock Seller must sell and the Deadlock Buyer must buy the Deadlock Shares free from all Encumbrances on the terms set out in the Deadlock Notice;
- (b) the Deadlock Seller must deliver to the Deadlock Buyer any original share certificates or duplicate share certificates issued by the Company together with duly executed indemnities for any lost share certificates for the Deadlock Shares;
- (c) the Deadlock Seller must deliver to the Deadlock Buyer a completed transfer (or transfers if the Seller has nominated more than one nominee) of the Deadlock Shares duly executed by the Deadlock Seller as transferor;
- (d) the Deadlock Seller must deliver to the Deadlock Buyer a notice (or notices if the Seller has nominated more than one nominee) irrevocably appointing the Deadlock Buyer as the Deadlock Seller's proxy in respect of the Deadlock Shares until such time as the Deadlock Shares are registered in the name of the Deadlock Buyer; and
- (e) the Deadlock Buyer must pay to the Deadlock Seller an amount equal to the Deadlock Price multiplied by the number of Deadlock Shares.

4.7 Expert determination

Any expert determination of a Deadlock must be conducted in accordance with the following provisions:

- (a) the independent expert (**Expert**) must be a person (or firm) agreed between the Shareholders or failing agreement between the Shareholders within 10 Business Days after the referral to expert determination, a person nominated by the Chief Executive Officer of the ADC;
- (b) the Expert must make the determination in accordance with the terms of this deed;
- (c) the Expert will act as an independent expert and not as an arbitrator;
- (d) the Expert must decide the procedure to be followed;
- (e) the Expert must make the determination within the shortest possible time but, in any event, within 20 Business Days after the date of appointment;
- (f) the Shareholders must provide the Expert with any information and assistance reasonably required by the Expert to determine the Deadlock referred to the Expert;
- (g) all correspondence between a Shareholder and the Expert must be in writing and copied to the other Shareholders;
- (h) the Shareholders must keep all information disclosed during the expert determination confidential;
- (i) the Expert must issue a written determination containing reasons;

- (j) the determination of the Expert will be final and binding in the absence of manifest error; and
- (k) the costs of the Expert must be shared equally between the Shareholders.

4.8 Alternative approaches to Deadlock

Nothing in this clause 4 prevents the Shareholders unanimously agreeing another approach to resolve a Deadlock.

5. Event of Default

5.1 Event of Default

The parties agree that:

- (a) a Relevant Shareholder is in default under this deed if a Change of Control occurs in relation to the Relevant Shareholder without the prior written consent (given or withheld in its absolute discretion) of Company B;
- (b) a Shareholder is in default under this deed if it or any of its Related Entities is in breach of a material obligation under any Transaction Document which is not capable of remedy or, if capable of remedy, is not remedied by the Shareholder to the reasonable satisfaction of the other parties within 10 Business Days after the date on which the Shareholder is given notice of that default;
- (c) a Shareholder is in default under this deed if it is prohibited from being a shareholder in the Company by a change of law;
- (d) a Shareholder is in default under this deed if it Disposes of any of its Shares in breach of this deed or the Constitution; or
- (e) a Shareholder is in default under this deed if any of the following events occurs in relation to the party:
 - (i) a receiver, receiver and manager, liquidator, provisional liquidator, administrator, trustee or anyone else is appointed who (whether or not as agent for the party) is in possession, or has control, of any of the party's assets for the purposes of enforcing an Encumbrance;
 - (ii) an event occurs which gives any person the right to seek an appointment referred to in clause 5.1(e)(i);
 - (iii) an application is made to court or a resolution is passed or an order is made for the winding up or dissolution of the party or an event occurs that would give any person the right to make an application of this type;
 - (iv) the party proposes or takes any steps to implement a scheme of arrangement or other compromise or arrangement with its creditors or any class of them;
 - (v) the party is declared or taken under any applicable law to be insolvent or the party's board of directors resolves that the party is, or is likely to become at some future time, insolvent;
 - (vi) any person in whose favour the party has granted any Encumbrance becomes entitled to enforce that Encumbrance or any floating charge under that Encumbrance crystallises; or

- (vii) any event under any law which is analogous to, or which has a substantially similar effect to, any of the events referred to in clauses 5.1(e)(i) to 5.1(e)(vi),

(each an **Event of Default**).

5.2 Notice of Event of Default

If an Event of Default occurs in relation to a Shareholder (**Defaulting Shareholder**), it must immediately upon becoming aware of the Event of Default give each other Shareholder and the Company notice giving details of the Event of Default.

5.3 Effect of Event of Default

- (a) If an Event of Default occurs in relation to a Relevant Shareholder, Company B or its nominee or nominees may purchase all of that Relevant Shareholder's Shares on the terms, and in accordance with the process, applicable to purchase of the Relevant Shareholder's Shares following a Deadlock as set out in clause 4.3.
- (b) Clauses 4.3 to 4.6 (inclusive) will apply to a purchase of the Relevant Shareholder's Shares under this clause 5.3, with the necessary changes.
- (c) For the avoidance of doubt, the Relevant Shareholder may not give a notice to acquire Company B's Shares under this clause 5.3 if an Event of Default occurs in relation to Company B.

5.4 Cessation of rights

If an Event of Default occurs, unless the Board resolves otherwise:

- (a) the Defaulting Shareholder ceases to have the right to exercise any vote:
 - (i) under this deed; or
 - (ii) under the Constitution,

unless the subject matter of the vote relates to:

 - (iii) an alteration to the Constitution;
 - (iv) a variation of the rights conferred by the Shares in the Company;
 - (v) the substitution or replacement of the Shares in the Company with other shares in the Company; or
 - (vi) the declaration, making or payment of any dividend or other distribution,

in which case, the Defaulting Shareholder may still vote if the vote relates to clauses 5.4(a)(iii) to 5.4(a)(vi) above; and
- (b) the Defaulting Shareholder's obligations under this deed continue to apply.

5.5 No limitation of rights

This clause 5 does not limit any other rights or remedies available to a Shareholder (that is not a Defaulting Shareholder), against a Defaulting Shareholder, under any Transaction Document or at law.

6. Board

6.1 Board

- (a) The Board must be constituted by a maximum of 3 Directors and a minimum of 2 Directors, and on and from the Effective Date the Board will consist of 3 Directors.
- (b) The Shareholders acting unanimously have the right to appoint, remove and replace any person as a Director, provided that:
 - (i) if Adrian Liaw is removed or replaced as a Director, Violet Wong must be appointed as a Director unless she is unable, or does not consent, to act as a Director;
 - (ii) if Elton Kwok Fai Li is removed or replaced as a Director, Paul Tao must be appointed as a Director unless he is unable, or does not consent, to act as a Director, or if he has already been appointed as a Director under clause 6.1(b)(iii); and
 - (iii) if Man Yan Chen is removed or replaced as a Director, Paul Tao must be appointed as a Director unless he is unable, or does not consent, to act as a Director, or if he has already been appointed as a Director under clause 6.1(b)(ii).
- (c) The Shareholders must take all necessary action to appoint the relevant person to the Board (subject to receipt of a duly signed consent by the proposed Director to act in that capacity) in accordance with the requirements of clause 6.1(b).
- (d) A resolution of the shareholders which relates to any action in clause 6.1(b) is not valid and has no effect unless a resolution has been passed in accordance with clause 9.5(b).

6.2 Board composition at the Effective Date

At the Effective Date, the Board will initially consist of Adrian Liaw, Elton Kwok Fai Li and Man Yan Chen.

6.3 Chairperson

- (a) The Chairperson of the Board:
 - (i) is to be appointed, removed and replaced by Company B; and
 - (ii) will chair all meetings of the Board as well as all meetings of Shareholders, however if the Chairperson is absent from a meeting of the Board or Shareholders or is unwilling to act, Company B may nominate a Director to act as Chairperson for the purposes of that meeting only.
- (b) As at the Effective Date, the Chairperson of the Board appointed by Company B is Adrian Liaw.

6.4 Formalities for appointment or removal

A person may only be appointed, removed or replaced as a Director or the Chairperson in accordance with this deed. Notice of any appointment, removal or replacement of a Director or the Chairperson must be given to the Company and:

- (a) in the case of the removal of a Director, must specify the identity of the person to be removed; and
- (b) in the case of the appointment of a Director, must be accompanied by a consent of the proposed Director to act in that capacity.

6.5 Automatic removal of Director

A person will be automatically and immediately removed as a Director if the person is, or becomes, ineligible to be a Director under the provisions of this deed, the Constitution, the Corporations Act or any other applicable law.

6.6 Remuneration and expenses

- (a) No Director is entitled to remuneration, fees or benefits.
- (b) The Company must reimburse each Director for all reasonable out of pocket expenses the Director properly incurs in connection with the business of the Company within 20 Business Days after the date on which the Company receives a statement of account in respect of those expenses.

7. Management of the Company

7.1 Overall management vested in Board

To the extent permitted by law, the overall direction and management of the Company is vested in the Board. The role of the Board is:

- (a) to determine the strategic plans for the Business and ensure that those plans are included in the approved Business Plan;
- (b) to monitor the performance of the Business in accordance with this deed and the Business Plan; and
- (c) to make decisions which are not part of the day-to-day management of the Company, excluding decisions which relate to any action requiring unanimous Shareholders' approval under clause 9.5(b) or special majority Shareholders' approval under clause 9.6.

7.2 Chief executive officer

- (a) The Board has the right to appoint, remove and replace the chief executive officer of the Company from time to time. As at the Effective Date, the chief executive officer of the Company is Adrian Liaw.
- (b) The chief executive officer reports to, and is subject to any lawful direction or delegation from, the Board. The chief executive officer performs any duties that the Board may from time to time lawfully direct or delegate, including managing the Business day-to-day in accordance with the Business Plan. As at the Effective Date, the matters delegated by the Board to the chief executive officer are set out in Schedule 4.

8. Meetings and resolutions of Directors

8.1 Board meetings

Meetings of the Board must be held at least 4 times each Financial Year at regular intervals and, so far as practicable, all meetings of the Board must be held on the same day and week of the month and be held at a location set out in the notice of the meeting.

8.2 Notice of meeting

A meeting of the Board may be called by any Director at any time by the Director giving at least 3 Business Days' notice to every other Director. The notice must provide reasonable details of the matters to be considered at the meeting and the business to be put to the vote of Directors.

Each Director must be given at least 3 Business Days' notice of any meeting of the Board unless otherwise agreed by all Directors. The notice must provide reasonable details of the matters to be considered at the meeting and the business to be put to the vote of the Directors.

8.3 Holding meetings

The Board may hold a meeting in 2 or more places linked together by any technology, provided that each Director participating at the meeting can hear each other Director through instantaneous means of communication. If the technological link fails, the meeting will be adjourned until the failure is rectified.

8.4 Meetings held in 2 or more places

If a meeting of the Board is held in 2 or more places linked together by any technology:

- (a) a Director present at one of the places is taken to be present at the meeting unless and until the Director states to the Chairperson of the meeting that the Director is ceasing to participate in the meeting; and
- (b) it is taken to have been held at the place the Chairperson of the meeting determines.

8.5 Quorum for Board meetings

For a meeting of the Board to proceed there must be in attendance at all times during the meeting:

- (a) at least 2 Directors, and at least one of those Directors must be Adrian Liaw; or
- (b) if Adrian Liaw is unable to attend a meeting of the Board due to illness or any other reason, all of the other Directors.

The parties acknowledge and agree that if a meeting of the Board proceeds in the absence of the quorum required by this clause, that irregularity will cause substantial injustice to one or more of the parties. The requirement for Adrian Liaw to be in attendance in order for a quorum to be formed will not apply if Adrian Liaw is not a Director at the time of the meeting of the Board.

8.6 No quorum present

If a quorum is not present within 30 minutes after the time for which a meeting of the Board is convened, the meeting must be adjourned and reconvened to a time and place as those Directors present determine. Notice of the time, date and place of the reconvened meeting must be given to each Director not less than 48 hours before the reconvened meeting. If a quorum is not present within 30 minutes after the time appointed for a reconvened meeting of the Board then those present will be taken to constitute a quorum for the purposes of that meeting.

8.7 Directors' voting rights

Unless otherwise provided in this deed, each Director is entitled to one vote on a resolution of the Directors.

8.8 Casting vote

The Chairperson has a casting vote on a resolution of the Directors in addition to any other votes the Chairperson may have. Notwithstanding this, the Chairperson does not have a casting vote on a resolution of the Directors that relates to the following:

- (a) an alteration to the Constitution;
- (b) a variation of the rights conferred by Shares in the Company;
- (c) the substitution or replacement of Shares in the Company with other shares in the Company; or
- (d) the declaration, making or payment of any dividend or other distribution.

8.9 Written resolutions

If each Director who is entitled to vote on a resolution of the Directors signs a document to the effect that they are in favour of a resolution set out in the document, a resolution in those terms is to be treated as having been passed at a duly convened meeting of the Directors on the date on which the last Director signs the document. The document may be in counterparts, signed by one or more Directors and may be circulated by email.

8.10 Board decisions

- (a) A resolution of the Directors may only be carried:
 - (i) in the case of a resolution approving an action which requires special majority approval under clause 8.11, if it is passed in accordance with clause 8.11; or
 - (ii) in the case a resolution dealing with any other matter, if it is passed by a majority of the votes cast by Directors entitled to vote on that resolution, subject to 8.10(b).
- (b) A resolution of the Directors which relates to any action listed in Part 2 of Schedule 2 is not valid and has no effect unless a resolution has been passed in accordance with clause 9.6(a).

8.11 Actions which require special majority Board approval

The Company must not, and each Shareholder must procure that the Company does not, undertake any of the actions listed in Part 1 of Schedule 2 unless and until:

- (a) a resolution approving the specific action is passed by the affirmative vote of 75% or more of the votes cast by Directors present and entitled to vote on that resolution; or
- (b) Directors holding 75% or more of the votes cast by Directors entitled to vote on that resolution sign a document consenting in writing to the Company taking the specific action.

8.12 Statutory Shareholders' resolutions

If a resolution of the Shareholders is required before the Company can undertake any action which the Directors have approved in accordance with clause 8.11, each Shareholder must:

- (a) attend any Shareholders' meeting convened by the Company for the purposes of passing a resolution to approve that action and vote in favour of that resolution; and

- (b) sign any written resolution circulated by the Company under section 249A of the Corporations Act containing a statement that the Shareholder is in favour of a resolution approving the Company taking that action.

8.13 Committees and delegates

The Directors may delegate any of their powers to a committee of the Directors, a Director, an employee of the Company or any other person in accordance with this deed. The Directors may revoke or vary any power delegated under this clause 8.13.

8.14 Subsidiaries

Each party agrees, and must use reasonable endeavours to ensure, that unless otherwise agreed by the Shareholders in writing:

- (a) the board of directors of each Subsidiary of the Company is comprised of those persons appointed by special majority approval of the Board passed in accordance with clause 8.11 from time to time; and
- (b) the business of each Subsidiary is operated and conducted in accordance with clauses 6, 7 and 8 of this deed as if:
 - (i) references to the Company were references to the relevant Subsidiary;
 - (ii) references to the Board were references to the board of directors of the relevant Subsidiary; and
 - (iii) references to meetings of the Board were references to meetings of the board of directors of the relevant Subsidiary.

9. Meetings and resolutions of Shareholders

9.1 Shareholders' meetings

A Director may call a meeting of the Shareholders at a time and place as the Directors resolve, subject to the requirements of the Corporations Act.

9.2 Quorum for Shareholders' meetings

For a meeting of the Shareholders to proceed all Shareholders must be present in person or by proxy, representative or attorney representing all Shareholders entitled to vote on a resolution.

The parties acknowledge and agree that if a meeting of the Shareholders proceeds in the absence of the quorum required by this clause, that irregularity will cause substantial injustice to one or more of the parties.

9.3 No quorum present

If a quorum of Shareholders is not present at all times during a meeting of the Shareholders, the meeting must be adjourned and reconvened at a time and place that the chairperson of the meeting determines. Notice of the time, date and place of the reconvened meeting must be given to each Shareholder not less than 48 hours before the reconvened meeting. If a quorum of Shareholders is not present within 30 minutes after the time appointed for a reconvened meeting of the Shareholders then those present will be taken to constitute a quorum for the purposes of that meeting only.

9.4 Shareholders' voting rights

Each Shareholder is entitled to the following number of votes on a resolution of the Shareholders:

- (a) on a show of hands at a meeting of the Shareholders, each Shareholder is entitled to one vote; and
- (b) on a poll at a meeting of the Shareholders, each Shareholder is entitled to one vote for each Share held by that Shareholder.

9.5 Shareholders' decisions

A resolution of the Shareholders may only be carried:

- (a) if it is passed in accordance with the Corporations Act;
- (b) in the case of a resolution approving an action which requires unanimous approval under clause 6.1(b), if it is passed by:
 - (i) the unanimous affirmative vote of all of the Shareholders present and entitled to vote on that resolution; or
 - (ii) all Shareholders sign a document consenting in writing to the Company taking the specific action; and
- (c) in the case of a resolution approving an action which requires special majority approval under clause 9.6(a), if it is also passed in accordance with clause 9.6(a).

9.6 Actions which require special majority Shareholders' approval

- (a) The Company must not, and each Shareholder must procure that the Company does not, undertake any of the actions listed in Part 2 of Schedule 2 unless and until:
 - (i) a resolution approving the specific action is passed by the affirmative vote of 75% or more of the votes cast by all of the Shareholders present and entitled to vote on that resolution; or
 - (ii) Shareholders' holding 75% or more of the votes cast by all Shareholders entitled to vote on that resolution sign a document consenting in writing to the Group Company taking the specific action.
- (b) For the avoidance of doubt, a resolution relating to any action listed in Part 2 of Schedule 2 that has not been passed in accordance with clause 9.6(a) is invalid and has no effect.

10. Conduct of Business

10.1 Variation to Business Plan

The Board may in accordance with clause 8.11 agree to amend or replace the Business Plan at any time during a Financial Year.

10.2 Books and records

The Company must maintain books and records as required by law and each Shareholder and each of its Representatives must at all times be given reasonable access on reasonable notice to:

- (a) inspect the assets (including the premises) of each Group Company;
- (b) inspect and take copies of documents relating to the Business, including the statutory registers and books of account of each Group Company; and
- (c) discuss the affairs, finances and accounts of each Group Company with the Auditor.

10.3 Operation of bank accounts

All receipts and cash income of each Group Company must be deposited in bank accounts with banks approved by the Board. The Company must ensure that:

- (a) each Group Company's bank accounts are operated in accordance with the policies established by the Board from time to time; and
- (b) funds in each Group Company's bank accounts are used solely for the purposes of the Business and any other purposes approved by the Board.

10.4 Dividends and distributions

- (a) Subject to the Corporations Act, this deed and any rights attaching to any class of Shares, the Board will determine the dividend policy of the Company from time to time.
- (b) Without limiting clause 10.4(a), as at the Effective Date the dividend policy of the Company is to distribute to the Shareholders surplus funds from the Company's distributable profits, subject to:
 - (i) the recognition of profit and availability of cash for distribution;
 - (ii) any banking or other funding requirements by which the Company is bound from time to time including payment obligations under the Gresham Facility and any shareholder loans;
 - (iii) the operating and working capital requirements of the Company, including for funding payment of Taxes; and
 - (iv) the requirements of the Corporations Act and other applicable laws(the **Dividend Policy**).

10.5 Funding

Each Shareholder agrees it is not required to provide to, or on behalf of, any Group Company:

- (a) any funds of any nature including by way of loans or subscription for Securities; or
- (b) any form of financial accommodation or Guarantee or any other similar commitment or comfort.

10.6 Insurance

The Company undertakes to each Shareholder:

- (a) to use all reasonable endeavours to take out and maintain insurances in respect of all risks that a prudent person would insure against in relation to the conduct of a business similar to the Business including indemnity insurance policies in respect of the assets of each Group Company;

- (b) to review the insurance policies annually to ensure the policies are maintained at an appropriate level;
- (c) subject to the Corporations Act, to use all reasonable endeavours to take out and at all times maintain directors' and officers' liability insurance in relation to all directors of each Group Company providing cover in the amount and of a level reasonably required by the Shareholders; and
- (d) to enter into a deed of indemnity, insurance and access in the form attached as Attachment 3 with each director of the Company.

11. Financial and other reports

11.1 Half-yearly financial reports

The Company must provide to each Director and each Shareholder within 40 Business Days after the last day of each calendar half-year unaudited management accounts for the immediately preceding half-year.

11.2 Annual financial reports

The Company must provide to each Director and each Shareholder within 60 Business Days after the last day of each Financial Year and, if required by law, the first half of each Financial Year, a copy of the audited consolidated financial report, directors' report and auditor's report of each Group Company, as at the end of that Financial Year, or first half of the Financial Year, prepared in accordance with all applicable laws and Accounting Standards.

11.3 Other information and reports

- (a) The Company must promptly provide to each Shareholder all financial and operational information or reports in relation to each Group Company as the Shareholder may reasonably request to prepare the Shareholder's own accounts and reports; and
- (b) at the same time, provide the same information to each other Shareholder.

12. Warranties

12.1 Warranties

Each party severally warrants to each other party that each Warranty is correct and not misleading or deceptive as at:

- (a) in the case of the Initial Shareholders, the date of execution of this deed and the Effective Date; and
- (b) in the case of any other Shareholder, the date of execution and delivery of the Accession Deed.

12.2 Reliance

Each party acknowledges that each other party has entered into this deed in reliance on the Warranties.

13. Consequences of breach

13.1 Damages not an adequate remedy

The parties acknowledge:

- (a) the Shares cannot be readily purchased or sold in an open market and for that reason, among others, the parties will be irreparably damaged if this deed is not specifically enforced; and
- (b) damages alone would not be adequate to compensate a party (**Innocent Party**) for breach by another party (**Defaulting Party**) of this deed.

13.2 Proceedings

Each party acknowledges and agrees that:

- (a) without limiting the relief that an Innocent Party is entitled to seek, an Innocent Party may seek an injunction against a Defaulting Party if a Defaulting Party is in breach or threatens to breach, or an Innocent Party reasonably believes that another party will breach, this deed; and
- (b) if an Innocent Party seeks an injunction in relation to any breach, or any alleged, threatened or apprehended breach of this deed by a Defaulting Party, the Defaulting Party must not make any submission or contention in any relevant proceeding to the effect that granting an injunction is not appropriate because payment in damages would be adequate to compensate the Innocent Party.

13.3 Appointment of attorney by party in breach

In consideration of each of the parties entering into this deed and for other valuable consideration, each Shareholder irrevocably appoints any 2 directors of the Company jointly as its attorney (**Attorney**) from the date on which that Shareholder is in breach of any its obligations to complete any sale or transaction under clause 3, 4 or 5 and for so long as that breach continues. During that term of that appointment:

- (a) the Attorney may do in the name of the Shareholder and on its behalf everything necessary or expedient in the Attorney's sole discretion to complete any sale or transaction contemplated by clause 3, 4 or 5 including:
 - (i) the power to execute all necessary documents to complete any sale or transaction contemplated by clause 3, 4 or 5; and
 - (ii) exercise any rights attaching to the Shareholders' Shares at any meeting of the Shareholders held in connection with any sale or transaction contemplated by clause 3, 4 or 5 including rights to appoint a proxy or representative and voting rights;
- (b) the Shareholder, whether by corporate representative, proxy or otherwise, may only attempt to attend or vote at any general meeting of the Company or take any other action as the registered holder of the Shareholder's Securities if requested to do so by the Attorney; and
- (c) the Shareholder declares that all acts and things done by the Attorney in exercising powers under this power of attorney are as good and valid as if they had been done by the Shareholder and agrees to ratify and confirm whatever the Attorney does in exercising powers under this power of attorney.

13.4 Inconsistent instruments

Each Shareholder must not grant, and must immediately revoke any existing, power of attorney or other instrument which is inconsistent with the rights granted to the Attorney in clause 13.3.

14. Confidentiality

14.1 Confidential Information not to be disclosed

Except as permitted by clause 14.2 each Shareholder:

- (a) must hold the Confidential Information in strict confidence and not disclose it to any person who is not a party to this deed;
- (b) must only use any Confidential Information for the purposes of the Business, to make decisions regarding its investment in the Company or to exercise its rights or perform its obligations under this deed and, in particular, must not use any Confidential Information for its own commercial purposes or to the current or potential competitive disadvantage of the Company; and
- (c) must not copy, extract, record or reproduce any Confidential Information except to the extent reasonably required to enable a party to perform its obligations under this deed.

14.2 Permitted disclosure

Nothing in this deed prevents a Shareholder from disclosing Confidential Information:

- (a) if disclosure is required to be made by law or the rules of a recognised stock or securities exchange and the party whose obligation it is to keep matters confidential or procure that those matters are kept confidential:
 - (i) has not through any voluntary act or omission (other than the execution of this deed) caused the disclosure obligation to arise; and
 - (ii) has, before disclosure is made, notified the Company of the requirement to disclose and, where the relevant law or rules permit and where practicable to do so, given the Company a reasonable opportunity to comment on the requirement for and proposed contents of the proposed disclosure;
- (b) to its professional advisers, employees and officers, shareholders and other investors, and providers or proposal providers of financing to the Shareholder, and their respective professional advisers;
- (c) if disclosure is reasonably required to enable a party to perform its obligations under this deed; or
- (d) with the prior written approval of the Company,

and nothing in this deed prevents a Shareholder from disclosing Confidential Information to a potential buyer of its Securities (or any financier who has made a bona fide proposal to provide finance to that buyer).

15. Termination

15.1 Termination

This deed remains in full force and effect until it is terminated automatically:

- (a) on the date on which all parties agree in writing to terminate this deed;
- (b) in relation to a Shareholder, on the Shareholder Disposal Date;
- (c) on the date on which the Company is wound up;
- (d) on the date on which the Company is admitted to the official list of ASX Limited (or any other recognised stock or securities exchange); or
- (e) on the date on which one person becomes the beneficial owner of all of the Shares.

15.2 Effect of termination

If this deed is terminated then:

- (a) the provisions of this deed will cease to have effect except for the provisions of clauses 1, 13.3, 14, this clause 15, clause 16 and clauses 18 to 23 which will survive termination; and
- (b) each party retains the rights it has against the others in respect of any breach of this deed occurring before termination.

16. Dispute resolution

16.1 Dispute or difference

If a dispute or difference:

- (a) arises in respect of any fact, matter or thing arising out of, or in any way in connection with, this deed, or the conduct of a party in relation to the subject matter of this deed at any time; and
- (b) is not required to be determined in accordance with a procedure in another clause in this deed,

the dispute or difference must be determined in accordance with the procedure in this clause 16.

16.2 Dispute Notice

If a dispute or difference of the type contemplated by clause 16.1 arises, any party may give a notice in writing to each other party specifying:

- (a) the dispute or difference;
- (b) particulars of the dispute or difference; and
- (c) the position which the party believes is correct.

(Dispute Notice).

16.3 Executive negotiation

- (a) If a Dispute Notice is given, each Shareholder must procure that, within 10 Business Days of the date on which the Dispute Notice is given, their representative meets each other Shareholder's representative to discuss and to attempt to resolve the dispute or difference specified in that Dispute Notice. In the case of the Initial Shareholders, the representatives are:
- (i) in respect of Company B: Adrian Liaw; and
 - (ii) in respect of GFH: Sam Leng,
- (b) The Shareholders agree that GFH may provide a set of documents relating to and notice of, such meeting referred to in clause 16.3(a) to Paul Tao prior to such meeting and GFH must procure that such documents are kept confidential.

16.4 Arbitration agreement

If the dispute or difference specified in a Dispute Notice is not resolved within 40 Business Days after the date on which the parties receive that Dispute Notice, or any longer period that may be agreed between the parties in writing:

- (a) the dispute or difference must be determined by arbitration in accordance with the Arbitration Rules of the Australian Centre for International Commercial Arbitration;
- (b) the seat of the arbitration will be Sydney;
- (c) the language of the arbitration will be English; and
- (d) the arbitration agreement in this clause 16.4 is governed by the law applying in New South Wales.

16.5 Survive termination

This clause 16 will survive termination of this deed.

16.6 Severance

If at any time any provision of this clause 16 is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, that will not affect or impair:

- (a) the legality, validity or enforceability in that jurisdiction of any other provision of this clause 16; or
- (b) the legality, validity or enforceability under the law of any other jurisdiction of that or any other provision of this clause 16.

17. Payments

17.1 Direction

Any reference in this deed to a payment to any party includes payment to another person at the direction of that party.

17.2 Method of payment

Payment of any amount due under this deed by any party must be made by the paying party to the recipient party:

- (a) by electronic funds transfer to an account with an Australian bank specified by the recipient party to the paying party at least 3 Business Days before the due date for payment and confirmed by the paying party to the recipient party by notice;
- (b) by unendorsed bank cheque drawn on an Australian bank or other immediately available funds; or
- (c) in any other manner reasonably required by the recipient party in writing.

17.3 No deduction

Any payment to be made under this deed must be made free and clear of any set off, deduction or withholding, except where that set off, deduction or withholding is required or compelled by law.

17.4 Gross up for withholdings

Any person who is required or compelled by law to make any deduction or withholding from any amount payable under this deed must, to the extent permitted by law, pay to the payee an additional amount sufficient to ensure that the amount received by the payee equals the full amount that would have been received by the payee, if that deduction or withholding had not been required or compelled.

18. GST

18.1 Interpretation

The parties agree that:

- (a) except where the context suggests otherwise, terms used in this clause 18 have the meanings given to those terms by the GST Act (as amended from time to time);
- (b) any part of a supply that is treated as a separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 18; and
- (c) any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause 18.

18.2 Reimbursements and similar payments

Any payment or reimbursement required to be made under this deed or any other Transaction Document that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

18.3 GST payable

If GST is payable in relation to a supply made under or in connection with this deed or any other Transaction Document then any party (**Recipient**) that is required to provide consideration to another party (**Supplier**) for that supply must pay an additional amount to the Supplier equal to the amount of that GST at the same time as other consideration is to be provided for that supply or, if later, within 5 Business Days of the Supplier providing a valid tax invoice to the Recipient.

18.4 Variation to GST payable

If the GST payable in relation to a supply made under or in connection with this deed or any other Transaction Document varies from the additional amount paid by the Recipient under clause 18.3 then the Supplier will provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any payment, credit or refund under this paragraph is deemed to be a payment, credit or refund of the additional amount payable under clause 18.3.

19. Notices

19.1 How notice to be given

Each communication (including each notice, consent, approval, request and demand) under or in connection with this deed:

- (a) must be given by personal service, post or email;
- (b) must be in legible writing and in English;
- (c) must be addressed as follows (or as otherwise notified by that party to each other party from time to time):
 - (i) if to GFH:

Attention: Sam Leng

Address: Aoyuan Tower, No. 48 Wanhui Yi Road, Panyu District, Guangzhou, Guangdong, China 511445

Email: lengyang@aoyuan.net
 - (ii) if to Company B:

Attention: The Directors

Address: Apartment 23.02, 130 Elizabeth Street, Sydney NSW 2000

Email: liaw.adrian@gmail.com
 - (iii) if to the Company:

Attention: The Directors

Address: C/- LLK Accountants Pty Ltd, Suite 302, Level 3, 121 Walker Street, North Sydney NSW 2060

Email: As notified by the Company to each other party from time to time
- (d) (in the case of personal service or post) must be signed by the party making it or (on that party's behalf) by the solicitor for, or an attorney, director, secretary or authorised agent of, that party;
- (e) (in the case of email) must be in pdf or other format that is a scanned image of the original of the communication, including a handwritten signature, and be attached to an email that states that the attachment is a communication under this deed; and
- (f) must be delivered by hand or posted by prepaid post to the address or sent by email to the email address, of the addressee, in accordance with clause 19.1(c).

19.2 When notice taken to be received

Without limiting the ability of a party to prove that a notice has been given and received at an earlier time, each communication (including each notice, consent, approval, request and demand) under or in connection with this deed: is taken to be given by the sender and received by the recipient:

- (a) (in the case of delivery by hand) on delivery;
- (b) (in the case of prepaid express post sent to an address in the same country) on the second Business Day after the date of posting;
- (c) (in the case of prepaid express post sent to an address in another country) on the fourth Business Day after the date of posting;
- (d) (in the case of email, whether or not containing attachments) the earlier of:
 - (i) the time sent (as recorded on the device from which the sender sent the email) unless, within 4 hours of sending the email, the party sending the email receives an automated message that the email has not been delivered;
 - (ii) receipt by the sender of an automated message confirming delivery; and
 - (iii) the time of receipt as acknowledged by the recipient (either orally or in writing),

provided that:

- (e) the communication will be taken to be so given by the sender and received by the recipient regardless of whether:
 - (i) the recipient is absent from the place at which the communication is delivered or sent;
 - (ii) the communication is returned unclaimed; and
 - (iii) (in the case of email) the email or any of its attachments is opened by the recipient;
- (f) if the communication specifies a later time as the time of delivery, then that later time will be taken to be the time of delivery of the communication; and
- (g) if the communication would otherwise be taken to be received on a day that is not a working day or after 5.00 pm, it is taken to be received at 9.00 am on the next working day ("working day" meaning a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally, in the place to which the communication is delivered or sent).

19.3 Notices sent by more than one method of communication

If a communication delivered or sent under this clause 19.3 is delivered or sent by more than one method, the communication is taken to be given by the sender and received by the recipient whenever it is taken to be first received in accordance with clause 19.2.

20. Entire agreement

To the extent permitted by law, the Transaction Documents constitute the entire agreement between the parties in relation to their subject matter and supersede all previous agreements and understandings between the parties in relation to their subject matter.

21. General

21.1 Amendments

This deed may only be varied with the approval of all parties by a document signed by or on behalf of each party.

21.2 Assignment

A party cannot assign or otherwise transfer any of its rights under this deed without the prior consent of each other party.

21.3 Consents

Unless this deed expressly provides otherwise, a consent under this deed may be given or withheld in the absolute discretion of the party entitled to give the consent and to be effective must be given in writing.

21.4 Costs

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with:

- (a) negotiating, preparing, executing and performing each Transaction Document; and
- (b) any subsequent consent, agreement, approval, waiver or amendment relating to each Transaction Document.

21.5 Further acts and documents

Each party must promptly do, and procure that its employees and agents promptly do, all further acts and execute and deliver all further documents (in form and content reasonably satisfactory to that party) required by law or reasonably requested by another party to give effect to this deed.

21.6 No merger

A party's rights and obligations do not merge on completion of any transaction under this deed.

21.7 Severance

If any provision or part of a provision of this deed is held or found to be void, invalid or otherwise unenforceable (whether in respect of a particular party or generally), it will be deemed to be severed to the extent that it is void or to the extent of voidability, invalidity or unenforceability, but the remainder of that provision will remain in full force and effect.

21.8 Stamp duties

Except as set out in clause 3.12, the Company:

- (a) must pay all stamp duties and other duties, together with any related fees, penalties, fines, interest or statutory charges, and similar Taxes in respect of this deed; and
- (b) indemnifies each other party against, and must pay to each other party on demand the amount of, any Indemnified Loss suffered or incurred by that party arising out of or in connection with any delay or failure to comply with clause 21.8(a).

21.9 Operation of indemnities

Without limiting any other provision of this deed, the parties agree that:

- (a) each indemnity in this deed is a continuing obligation, separate and independent from the other obligations of the parties, and survives termination, completion or expiration of this deed; and
- (b) it is not necessary for a party to incur expense or to make any payment before enforcing a right of indemnity conferred by this deed.

21.10 Waivers

Without limiting any other provision of this deed, the parties agree that:

- (a) failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this deed by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed;
- (b) a waiver given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party; and
- (c) no waiver of a breach of a term of this deed operates as a waiver of another breach of that term or of a breach of any other term of this deed.

22. Electronic counterparts

22.1 Counterparts

This deed may be executed in any number of counterparts by or on behalf of a party and by the parties in separate counterparts. Each counterpart constitutes an original of this deed, and all together constitute one agreement.

22.2 Electronic exchange

Without limitation, the parties agree that their communication of an offer or acceptance of this deed, including exchanging counterparts, may be by any electronic method that evidences that party's execution of this deed.

23. Governing law, jurisdiction and service of process

23.1 Governing law and jurisdiction

This deed is governed by the law applying in New South Wales. Subject to clause 16.4, each party irrevocably submits to the non exclusive jurisdiction of the courts having jurisdiction in that state and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this deed, and waives any objection it may have now or in the future to the venue of any proceedings, and any claim it may have now or in the future that any proceedings have been brought in an inconvenient forum, if that venue is in accordance with the provisions of this clause 23.1.

23.2 Service of process

GFH agrees that service of process can be made to Unit 1901-1902, 19FL One Peking, 1 Peking Road, Tsim Sha Tsui, Kowloon, Hong Kong.

Schedule 1 Subsidiaries

Name	Prime Parramatta Pty Ltd
Registration No.	ACN 632 647 904
Issued capital	1,000 fully paid ordinary shares of \$1.00 each
Registered shareholders	Aoyuan Property Group (Australia) Pty Ltd: 1,000 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok Fai Li Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Prime Melrose Property Pty Ltd
Registration No.	ACN 609 615 821
Issued capital	100 fully paid ordinary shares of \$1.00 each
Registered shareholders	Aoyuan Property Group (Australia) Pty Ltd: 100 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok Fai Li Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Prime EBC Pty Ltd
Registration No.	ACN 627 201 521
Issued capital	1,000 fully paid ordinary shares of \$1.00 each
Registered shareholders	Aoyuan Property Group (Australia) Pty Ltd: 1,000 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok Fai Li Adrian Liaw
Secretary	Man Yan Chen

Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060
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Name	Prime Moss Vale Pty Ltd
Registration No.	ACN 621 544 554
Issued capital	1,000 fully paid ordinary shares of \$1.00 each
Registered shareholders	Aoyuan Property Group (Australia) Pty Ltd: 1,000 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok Fai Li Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Prime Hurstville Pty Ltd
Registration No.	ACN 615 377 672
Issued capital	1,000 fully paid ordinary shares of \$1.00 each
Registered shareholders	Aoyuan Property Group (Australia) Pty Ltd: 1,000 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok Fai Li Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Prime Burwood Pty Ltd
Registration No.	ACN 616 396 297
Issued capital	1,000 fully paid ordinary shares of \$1.00 each
Registered shareholders	Aoyuan Property Group (Australia) Pty Ltd: 1,000 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok Fai Li

	Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Prime Gordon Pty Ltd
Registration No.	ACN 606 139 780
Issued capital	1,000 fully paid ordinary shares of \$1.00 each
Registered shareholders	Aoyuan Property Group (Australia) Pty Ltd: 1,000 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok Fai Li Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Prime ESP 1 Pty Ltd
Registration No.	ACN 627 248 257
Issued capital	1,000 fully paid ordinary shares of \$1.00 each
Registered shareholders	Aoyuan Property Group (Australia) Pty Ltd: 1,000 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok Fai Li Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Prime Turramurra Pty Ltd
Registration No.	ACN 609 616 131
Issued capital	100 fully paid ordinary shares of \$1.00 each
Registered shareholders	Aoyuan Property Group (Australia) Pty Ltd: 100 ordinary shares

Place of registration	New South Wales
Directors	Elton Kwok Fai Li Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Prime & Famous Pty Ltd
Registration No.	ACN 606 198 136
Issued capital	10 fully paid ordinary shares of \$1.00 each
Registered shareholders	Aoyuan Property Group (Australia) Pty Ltd: 10 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok Fai Li Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Prime Centre Pty Ltd
Registration No.	ACN 600 953 384
Issued capital	10,000 fully paid ordinary shares of \$1.00 each
Registered shareholders	Aoyuan Property Group (Australia) Pty Ltd: 10,000 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok Fai Li Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Aoyuan Real Estate Services Pty Ltd
Registration No.	ACN 636 016 478

Issued capital	1,000 fully paid ordinary shares of \$1.00 each
Registered shareholders	Aoyuan Property Group (Australia) Pty Ltd: 1,000 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok Fai Li Franky Tjhin Adrian Liaw
Secretary	N/A
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Prime Capital Bluestone Pty Ltd
Registration No.	ACN 632 643 853
Issued capital	1,000 fully paid ordinary shares of \$1.00 each
Registered shareholders	Aoyuan Property Group (Australia) Pty Ltd: 1,000 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok Fai Li Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Prime Development Project Pty Ltd
Registration No.	ACN 603 785 682
Issued capital	10,000 fully paid ordinary shares of \$1.00 each
Registered shareholders	Aoyuan Property Group (Australia) Pty Ltd: 10,000 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok Fai Li Adrian Liaw
Secretary	Elton Kwok Fai Li Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Prime Parramatta Development Pty Ltd
Registration No.	ACN 637 983 549
Issued capital	1,000 fully paid ordinary shares of \$1.00 each
Registered shareholders	Prime Parramatta Pty Ltd: 1,000 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok Fai Li Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	130 Elizabeth Street Pty Ltd
Registration No.	ACN 603 786 125
Issued capital	100 fully paid ordinary shares of \$1.00 each
Registered shareholders	Prime Centre Pty Ltd Holding: 70 ordinary shares Ecove Investments Pty Limited Holding: 30 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok-Fai Li Bassam Aflak
Secretary	Mark Abraham
Registered office	Business Consulting House Suite 201, Level 1 3 Australia Avenue, Sydney Olympic Park, NSW 2127

Name	Aoyuan Capital Bluestone Holdings Pty Ltd
Registration No.	ACN 632 258 327
Issued capital	1,000 fully paid ordinary shares of \$1.00 each
Registered shareholders	Capital Corporation Commercial Pty Limited Holding: 250 ordinary shares Name: Prime EBC Pty Ltd Holding: 750 ordinary shares
Place of registration	New South Wales

Directors	Stephen Peter Grant Elton Kwok Fai Li Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Prime Woollooware 3 Pty Ltd
Registration No.	ACN 632 648 625
Issued capital	1,000 fully paid ordinary shares of \$1.00 each
Registered shareholders	Aoyuan Capital Bluestone Holdings Pty Ltd: 1,000 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok Fai Li Stephen Peter Grant Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Prime Woollooware 4 Pty Ltd
Registration No.	ACN 632 262 241
Issued capital	1,000 fully paid ordinary shares of \$1.00 each
Registered shareholders	Aoyuan Capital Bluestone Holdings Pty Ltd: 1,000 ordinary shares
Place of registration	New South Wales
Directors	Stephen Peter Grant Elton Kwok Fai Li Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Prime Esplanade Development Pty Ltd
Registration No.	ACN 623 084 775
Issued capital	1,000 fully paid ordinary shares of \$1.00 each

Registered shareholders	Prime Norwest Holding Pty Ltd: 1,000 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok Fai Li Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Hyde Development Nominees Pty Ltd
Registration No.	ACN 603 787 855
Issued capital	100 fully paid ordinary shares of \$1.00 each
Registered shareholders	Prime Development Project Pty Ltd Holding: 70 ordinary shares Ecove Developments Pty Limited Holding: 30 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok-Fai Li Bassam Aflak
Secretary	Mark Abraham
Registered office	Business Consulting House Suite 201, Level 1 3 Australia Avenue, Sydney Olympic Park, NSW 2127

Name	Prime Esplanade Land Pty Ltd
Registration No.	ACN 623 092 606
Issued capital	1,000 fully paid ordinary shares of \$1.00 each
Registered shareholders	Prime Norwest Holding Pty Ltd: 1,000 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok Fai Li Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Prime Norwest Holding Pty Ltd
Registration No.	ACN 627 200 408
Issued capital	1,131 fully paid ordinary shares of \$1.00 each
Registered shareholders	Prime ESP 1 Pty Ltd Holding: 990 ordinary shares CCH Property Holdings Pty Ltd Holding: 141 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok Fai Li Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Name	Prime Bargo Pty Ltd
Registration No.	ACN 619 848 074
Issued capital	1,000 fully paid ordinary shares of \$1.00 each
Registered shareholders	Aoyuan Property Group (Australia) Pty Ltd: 1,000 ordinary shares
Place of registration	New South Wales
Directors	Elton Kwok Fai Li Adrian Liaw
Secretary	Man Yan Chen
Registered office	LLK Accountants Pty Ltd Suite 302, Level 3 121 Walker Street, North Sydney NSW 2060

Schedule 2 Director and shareholder matters

Part 1 (Clause 8.11 Matters for Directors)

1. Dispose of any Subsidiary of the Company or create or acquire any new Subsidiary of the Company.
2. Acquire any interest in any entity, business or enter into any joint venture or partnership where the acquisition does not require the approval of the Shareholders in accordance with clause 9.6.
3. Adopt, vary or replace any Business Plan.
4. Acquire, lease or dispose of any material asset of a Group Company.
5. Declare, make or pay any dividend or other distribution.
6. Enter into, vary or terminate any agreement or arrangement to which a Group Company is party that carries a value of more than \$10,000,000 (whether in asset value, debt size or having an impact on the Company's value).
7. Appoint, remove and replace the chief executive officer, chief financial officer, other executive officers and the company secretary, including approving and entering into, varying or terminating their respective contracts.
8. Appoint, remove and replace persons to the board of directors of each Subsidiary.
9. Grant, permit to exist, or vary any Encumbrance over any of the assets of any Group Company other than in the ordinary course of business.
10. Other than as provided for in the relevant Business Plan:
 - (a) enter into borrowings or accept any financial accommodation exceeding \$10,000,000 in aggregate in any Financial Year;
 - (b) enter into any financing or operating leases with a cost exceeding \$10,000,000 in aggregate in any Financial Year; or
 - (c) lease, acquire or Dispose of assets (whether tangible or intangible) with a value greater than \$10,000,000 in aggregate in any Financial Year, other than in the ordinary course of business.
11. Establish, vary or terminate any employee or executive incentive scheme for the benefit of employees or officers of a Group Company.
12. Materially alter a Group Company's accounting policies other than as required to comply with the Accounting Standards or law.
13. Change the financial or tax year of a Group Company.
14. Make any claim, disclaimer, surrender, election or consent of a material nature for tax purposes.
15. Start, defend or settle any material legal, arbitration or other proceedings involving a value exceeding \$5,000,000.
16. Change the name of a Group Company or the brands used in the Business.
17. Vary the insurance cover over a Group Company or the Business or the term of any keyman insurance policies.

18. Establish, vary the responsibilities or composition of or disband, any committee of the board of directors of a Group Company or delegate any power of the board of directors of a Group Company to any person, or vary the terms of or terminate any delegation of power.
19. Appoint, vary the terms of appointment or remove the Auditor.
20. Revoke any existing authority, or establish any new authority, to operate any bank account of a Group Company.
21. Authorise, or agree conditionally or otherwise to do, any of the things referred to in paragraphs 1 to 20 above.

Part 2 (Clause 9.6 Matters for Shareholders)

1. Issue or grant any right to issue any Securities.
2. Vary the rights attaching to any Securities.
3. Vary the share capital of the Company including by way of a buyback, a capital reduction, the conversion of shares of one class into shares of another class, or the conversion of shares into a larger or smaller number of shares.
4. Adopt, vary or repeal the Constitution.
5. Take any step to dissolve or wind up the Company.
6. Cease to carry on the Business or a substantial part of the Business, materially alter the nature, scale or direction of the Business or commence any business or operational activities other than the Business other than as provided for in the relevant Business Plan.
7. Merge all or a substantial part of the Business with the business of any other entity or person (including by way of scheme of arrangement or otherwise).
8. Enter into any Guarantee other than in the ordinary course of business (not including a Guarantee to secure construction funding for a project).
9. Take any step to appoint an administrator, receiver, manager or liquidator to, a Group Company or take advantage of any law providing for relief of debtors in adverse financial circumstances.
10. Authorise, or agree conditionally or otherwise to do, any of the things referred to in paragraphs 1 to 9 above.

Schedule 3 Warranties

1. Parties

1.1 Capacity and authorisation

The party:

- (a) if it is a corporation, is a company properly incorporated and validly existing under the laws of its place of incorporation;
- (b) has the legal right and full power and capacity or if the party is a corporation, full corporate power and capacity to:
 - (i) execute and deliver this deed; and
 - (ii) perform its obligations under this deed and each transaction effected by or made under this deed,

and has obtained all necessary authorisations and consents and taken all other actions necessary to enable it to do so.

1.2 Valid obligations

Each Transaction Document constitutes (or will when executed constitute) valid legal and binding obligations of the party in accordance with its terms and is enforceable against the party in accordance with their respective terms.

1.3 Breach or default

The execution, delivery and performance of this deed by the party does not and will not result in a breach of or constitute a default under:

- (a) any agreement to which the party is party;
- (b) if it is a corporation, any provision of the constitution of the party; or
- (c) any law or regulation or any order judgment or determination of any court or Regulatory Authority by which the party is bound.

1.4 No trusts

The party is not a trustee of any trust and does not hold any property subject to or impressed by any trust.

1.5 Solvency

None of the following events has occurred in relation to the party:

- (a) a receiver, receiver and manager, liquidator, provisional liquidator, administrator, trustee or anyone else is appointed who (whether or not as agent for the party) is in possession, or has control, of any of the party's assets for the purposes of enforcing an Encumbrance;
- (b) an event occurs which gives any person the right to seek an appointment referred to in paragraph (a);

- (c) an application is made to court or a resolution is passed or an order is made for the winding up or dissolution of the party or an event occurs that would give any person the right to make an application of this type;
- (d) the party proposes or takes any steps to implement a scheme of arrangement or other compromise or arrangement with its creditors or any class of them;
- (e) the party is declared or taken under any applicable law to be insolvent or the party's board of directors resolves that the party is, or is likely to become at some future time, insolvent;
- (f) any person in whose favour the party has granted any Encumbrance becomes entitled to enforce that Encumbrance or any floating charge under that Encumbrance crystallises; or
- (g) any event under any law which is analogous to, or which has a substantially similar effect to, any of the events referred to in paragraphs (a) to (f).

Schedule 4 Board delegation matters to CEO

1. Manage the Business day-to-day in accordance with and necessary to carry out the Business Plan.
2. Manage the selection and appointment of all employees of the Company as necessary for the proper conduct of the Business.
3. Delegate duties to other employees including a chief financial officer or chief operating officer, if any.
4. Start, defend or settle any material legal, arbitration or other proceedings involving a value not exceeding \$5,000,000.
5. Enter into, vary or terminate any agreement or arrangement not exceeding \$10,000,000 (whether in asset value, debt size or having an impact on the Company's value).
6. Other than as provided for in the relevant Business Plan:
 - (a) incur or agree to incur capital expenditure not exceeding \$10,000,000 in aggregate in any Financial Year;
 - (b) enter into any borrowings or accept any financial accommodation not exceeding \$10,000,000 in aggregate in any Financial Year;
 - (c) enter into any financing or operating leases with a cost not exceeding \$10,000,000 in aggregate in any Financial Year; or
 - (d) lease, acquire or Dispose of assets (whether tangible or intangible) with a value less than \$10,000,000 in aggregate in any Financial Year (except for the Disposal of assets in the ordinary course of business).
7. Authorise, or agree conditionally or otherwise to do, any of the things referred to in paragraphs 1 to 6 above.

Schedule 5 Fair Market Value

1. Fair Market Value

1.1 Appointment of Independent Valuer

If this deed specifies that the price of any Securities is equal to, or is to be set by reference to, the Fair Market Value of the Securities:

- (a) the Seller or the Defaulting Shareholder (as the case may be) and the Board (**Valuation Parties**) must within 5 Business Days of the date that the need for a determination of the Fair Market Value arises, instruct a major real estate valuation firm (for example, JLL, Knight Frank, Savills, Colliers or similar) agreed between the Valuation Parties in writing to determine the Fair Market Value of the Securities in accordance with this Schedule 5, or failing that agreement within 10 Business Days after expiry of that 5 Business Day period, appointed by the Chief Executive Officer of the Australian Disputes Centre (**ADC**) in accordance with subparagraph (b) (**Independent Valuer**); and
- (b) if the Valuation Parties do not appoint a major real estate valuation firm (for example, JLL, Knight Frank, Savills, Colliers or similar) within the 10 Business Days period referred to in paragraph (a), the Valuation Parties must, within a further 5 Business Days, instruct the Chief Executive Officer of the ADC to appoint a firm of accountants to determine the Fair Market Value of the Securities in accordance with this Schedule 5 and the costs of the ADC must be shared equally between the Valuation Parties.

1.2 Determination by Independent Valuer

The Valuation Parties agree that the Independent Valuer will determine the Fair Market Value of the relevant Securities in accordance with the following provisions:

- (a) the Valuation Parties must instruct the Independent Valuer to:
 - (i) accept submissions from each Shareholder made within 5 Business Days of the date of appointment of the Independent Valuer;
 - (ii) determine the Fair Market Value of the relevant Securities, expressed as a price per Security within the shortest possible time but, in any event, within 20 Business Days after the date of appointment of the Independent Valuer;
 - (iii) determine the Fair Market Value of the relevant Securities in accordance with the valuation procedures set out in paragraph 1.3;
 - (iv) account for the Company's obligation to repay all indebtedness owing from the Company to A.C.N. 657 824 701 Pty Ltd ACN 657 824 701; and
 - (v) prepare a report to the parties setting out the results of its valuation, including its determination of the Fair Market Value of the relevant Securities, expressed as a price per Security and an explanation of the methodologies used to conduct the valuation;
- (b) the parties must provide the Independent Valuer with any information and assistance reasonably required by the Independent Valuer to make its valuation including, in the case of the Company, access to the officers and senior employees of each Group Company;

- (c) the Independent Valuer acts as an independent expert and not as an arbitrator and any decision of the Independent Valuer is final and binding on the parties in the absence of manifest error; and
- (d) the costs of the Independent Valuer are payable in any manner decided by the Independent Valuer, except if the Fair Market Value is being determined in connection with an Event of Default, and in that case the costs of the Independent Valuer must be paid by the Defaulting Party.

1.3 Valuation procedure

The Valuation Parties must instruct the Independent Valuer to determine the Fair Market Value of the relevant Securities:

- (a) in accordance with the following assumptions:
 - (i) that there is an arm's length transaction between a willing but not anxious buyer and a willing but not anxious seller; and
 - (ii) that a reasonable time is available to sell the relevant Securities in an open market (and for that purpose 40 Business Days is considered to be a reasonable time); and
- (b) in accordance with the following valuation factors:
 - (i) the Business will be valued on a stand-alone basis (without attribution of value for a control premium and ignoring any synergies or special value which may accrue to a purchaser of the relevant Securities);
 - (ii) the discounted cash flow valuation methodology;
 - (iii) the value of the estimated future maintainable earnings of each Group Company;
 - (iv) the prospective yield that an open market investor would reasonably seek in acquiring shares;
 - (v) the net tangible assets of each Group Company as disclosed in the most recent audited financial statements of each Group Company; and
 - (vi) the fact that the relevant Securities being valued comprises a minority, majority or controlling shareholding in the Company is to be disregarded.

Schedule 6 Business Plan

Business Plan

Key objective

The Company's key objective is to ensure all projects currently owned or controlled through its Subsidiaries as at the date of the Shareholders' Deed between the Company, Grand First Holdings Limited and Company B (Aust) Pty Limited (**Shareholders' Deed**) are developed, disposed or realised in the most efficient manner so that dividends may be realised and paid to its shareholders (**Key Objective**).

Strategies to adopt

In order to meet the Key Objective, the Company and/or its Subsidiaries will:

1. Actively seek to reduce loan interest payments. This may be achieved in any reasonable or prudent manner including through a refinance or renegotiation of its existing loans, a disposal of assets or to seek joint venture parties. For example:
 - (a) the Company and/or its Subsidiaries may agree to offer secured mortgages, pledges or other securities over its assets in return for better commercial terms on any loans that may exist; and
 - (b) the Company and/or its Subsidiaries may sell or dispose of any interest or assets at a discount so long as the sale or dispose will result in a reduction of projected loan interest payable had the interest or asset not been sold or disposed.
2. Adopt stringent cost controls and where appropriate, reduce expenses without compromising economic returns or increasing risk.
3. Actively review and adjust any activities or arrangements that will allow or improve the Company's ability to meet or achieve the Key Objective.

Interpretation

In this business plan, capitalised terms have the meanings given to them in the Shareholders' Deed unless the context indicates a contrary intention.

Executed as a deed.

Executed by **Aoyuan Property Group (Australia) Pty Ltd ACN 600 594 125** in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

Signature of company secretary/director

Full name of director who states that he or she is a director of **Aoyuan Property Group (Australia) Pty Ltd**

Full name of company secretary/director who states that he or she is a director of **Aoyuan Property Group (Australia) Pty Ltd**

SEALED with the Common Seal of)
)
GRAND FIRST HOLDINGS LIMITED)
)
and signed by its director CHEN Zhibin)

in the presence of:

Signature of Director
Name of Director: CHEN Zhibin

Witness' signature: _____

Name: _____

Executed by **Company B (Aust) Pty Limited** in accordance with section 127 of the Corporations Act 2001 (Cth):

Full name of sole director who states that they are the sole director of **Company B (Aust) Pty Limited** and that **Company B (Aust) Pty Limited** does not have a company secretary

Signature of sole director

Attachment 1 Form of Accession Deed

Accession deed poll dated

Party [Name of acceding party] [ACN ●] of [address of acceding party] (**New Party**)

Background

- A. This deed poll is supplemental to a shareholders' deed between Aoyuan Property Group (Australia) Pty Ltd ACN 600 594 125, Grand First Holdings Limited CR No. 2040839 and Company B (Aust) Pty Limited ACN 658 173 687 dated ● (**Shareholders' Deed**).
- B. The New Party wishes to acquire shares in the Company and is required by clause 3.11 of the Shareholders' Deed to enter into this deed poll before it is registered as a holder of shares in the Company.
- C. The obligations of the New Party in this deed poll are given for the benefit of all parties to the Shareholders' Deed (including each party who is a party by accession) (**Continuing Parties**).

Operative provisions

- 1. Words and expressions defined in the Shareholders' Deed have the same meaning when used in this deed poll. The general rules of interpretation set out in clause 1.5 of the Shareholders' Deed also apply to this deed poll.
- 2. The New Party confirms that it has been provided with a copy of the Shareholders' Deed.
- 3. With effect on and from the date on which the New Party is registered as a holder of shares in the Company, the New Party agrees to become party to the Shareholders' Deed and covenants with each Continuing Party to be bound by and comply with all provisions of the Shareholders' Deed as a Shareholder.
- 4. For the purposes of clause 19 of the Shareholders' Deed the contact details of the New Party are:
 - Attention: [●]
 - Address: [●]
 - Fax number: [●]
 - Email: [●]
- 5. This deed poll is governed by the law applying in New South Wales.

Executed as a deed poll

[Insert execution clause]

Attachment 2 Form of Sale Notice

[On Company letterhead]

To: [Shareholder name]
[Shareholder address]

[Date]

Dear [Shareholder name]

Sale Notice under clause 3.4 of the shareholders' deed between Aoyuan Property Group (Australia) Pty Ltd ACN 600 594 125, Grand First Holdings Limited CR No. 2040839, and Company B (Aust) Pty Limited ACN 658 173 687 dated ● (Shareholders' Deed)

[Selling shareholder name] (**Seller**) wishes to sell [insert number and class of shares] in the capital of the Company (**Sale Securities**). In accordance with clause 3.3(f) of the Shareholders' Deed, the Seller has authorised us to act as its exclusive agent in connection with the sale.

This letter constitutes our offer on behalf of the Seller to you to purchase [insert details of Sale Securities] from the Seller on the following terms and conditions:

1. the aggregate purchase price for all Sale Securities offered to you is \$●, representing a purchase price for each Sale Security of \$●;
2. you may accept this offer in full or in part;
3. you will be taken to have rejected this offer if you do not accept this offer in accordance with clause 3.5 of the Shareholders' Deed by [insert deadline for relevant Acceptance Period];
4. [Company to insert additional terms of sale specified in the Transfer Notice, if any]; and
5. this offer is subject to, and is made and may only be accepted in accordance with, the terms of clause 3 of the Shareholders' Deed.

Yours sincerely

**For and on behalf of
Aoyuan Property Group (Australia) Pty Ltd**

Attachment 3 Form of Deed of indemnity, insurance and access

Deed of indemnity, insurance and access

Aoyuan Property Group (Australia) Pty Ltd
Company

[●]
Director

Clayton Utz
Level 15 1 Bligh Street
Sydney NSW 2000
GPO Box 9806
Sydney NSW 2001
Tel +61 2 9353 4000
Fax +61 2 8220 6700
www.claytonutz.com

Our reference 16966/81021292

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Deed of indemnity, insurance and access

Date

Parties **Aoyuan Property Group (Australia) Pty Ltd ACN 600 594 125** of LLK Accountants Pty Ltd, Suite 302, Level 3, 121 Walker Street, North Sydney NSW 2060 (**Company**)

 [●] of [●] (**Director**)

Background

- A. The Director is an Officer of the Company and may from time to time be an Officer of other Group Entities.
- B. The Company has agreed to indemnify the Director in respect of certain liabilities incurred by the Director while acting as an Officer of any Group Entity.
- C. The Company has agreed to arrange insurance for the benefit of the Director against certain risks to which the Director is exposed as an Officer of any Group Entity.
- D. The Company and the Director have agreed to regulate in certain respects the right of access the Director has to Corporate Records and the Company further wishes to clarify the Director's duty to preserve the confidentiality of Confidential Information.

Operative provisions

1. Definitions and interpretation

1.1 Definitions

In this deed:

Abandoned means, in relation to Indemnified Proceedings, if the claimant does not serve legal proceedings on the Director within 24 months after the date on which the Director gives notice to the Company under clause 4.1.

Access Request has the meaning given to it in clause 6.4.

Board means, in relation to a Group Entity, the board of directors of that Group Entity from time to time.

Business Day means a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally in New South Wales.

Confidential Information means any information contained in any Corporate Records of any Group Entity which is confidential to any Group Entity or to a third party, other than Public Information.

Corporate Records means, in relation to a Group Entity:

- (a) all books and records in any form that the Group Entity is required by law to keep;

- (b) all documents which that Group Entity circulates or makes available to any director or any other Officer of that Group Entity for the purposes of meetings of the Board or of any committee of the Board of that Group Entity; and
- (c) all documents in the possession, custody or control of that Group Entity which are referred to in any of the books, records or documents described in paragraphs (a) and (b),

during the period in which the Director is an Officer of that Group Entity.

Corporations Act means the Corporations Act 2001 (Cth).

Counterclaim has the meaning given in clause 4.4(c).

Counsel has the meaning given in clause 8.1.

Group Entities means the Company and its Subsidiaries.

GST has the meaning given in the GST Act.

GST Act means the A New Tax System (Goods and Services Tax) Act 1999 (Cth).

Indemnified Proceedings has the meaning given in clause 4.1.

Indemnity has the meaning given in clause 2.1.

Instructing Party has the meaning given in clause 8.1.

Insurance Cover means a contract insuring the Director against:

- (a) liabilities incurred by the Director as an Officer of a Group Entity, other than liabilities which, if insured under the contract, would result in the Company being prohibited by law from paying any part of the insurance premium for the contract unless the Director pays the Prohibited Premium in accordance with clause 5.2; and
- (b) liabilities for Legal Costs.

Legal Costs means all reasonable legal costs and disbursements, including specialist expert advice and travel costs incurred or likely to be incurred by the Director as an Officer of a Group Entity or as a consequence of having been an Officer of a Group Entity:

- (a) in obtaining advice or preparing for, responding to, defending or resisting, or otherwise in connection with, any Proceedings; or
- (b) in challenging any rejection of a Director's claim by the provider of the Company's Insurance Cover.

Officer means an officer of a company as defined in section 9 of the Corporations Act.

Opinion has the meaning given in clause 8.1.

Privileged Document means all or part of any Corporate Record to which legal professional privilege attaches.

Proceedings means any:

- (a) litigation, arbitration, expert determination or other procedure for resolution of civil disputes in any court, tribunal or other forum; and
- (b) any inquiry, investigation or proceedings by any Regulatory Authority,

involving or relating to the Director personally (whether directly as a party or as a third party or witness) or a Group Entity or its affairs.

Prohibited Premium has the meaning given in clause 5.2.

Public Information means any information contained in the Corporate Records of any Group Entity that is in or comes into the public domain, other than as a result of a breach of this deed or a breach by any person of an obligation of confidence.

Regulatory Authority means:

- (a) any government or local authority and any department, minister or agency of any government; and
- (b) any other authority, agency, commission or similar entity having powers or jurisdiction under any law or regulation or the listing rules of any recognised stock or securities exchange.

Relevant Period means the period starting on the date the Director is appointed as an Officer of a Group Entity and ending on the later of:

- (a) the date which is 7 years after the date on which the Director ceases to hold any office as an Officer of a Group Entity; and
- (b) if any Indemnified Proceedings are outstanding on the date referred to in paragraph (a), the date that all those Indemnified Proceedings become either Abandoned or Resolved.

Resolved means, in relation to Indemnified Proceedings:

- (a) the claimant withdrawing the Indemnified Proceedings;
- (b) all parties to the Indemnified Proceedings agreeing in writing on a settlement of the Indemnified Proceedings;
- (c) a court of competent jurisdiction, arbitrator or expert appointed for the purposes of an expert determination, making a final award of relief, or a determination that no relief should be granted, in respect of the Indemnified Proceedings; or
- (d) the completion by any Regulatory Authority of an inquiry.

Retirement Date means, in relation to a Group Entity, the date on which the Director ceases to hold office as Officer of that Group Entity (provided that for the purposes of this definition the Director is taken not to cease to hold office as a director of the Group Entity where the Director retires by rotation at a general meeting of the Group Entity held in accordance with the Group Entity's constitution or the listing rules of ASX Limited and is re-elected as a director of the Group Entity at that general meeting or any adjournment of it).

Subsidiary has the meaning given in section 9 of the Corporations Act and refers to any corporation which before, at or after the date of this deed was, is or becomes a subsidiary of the Company.

Tax means any tax, levy, excise, duty, charge, surcharge, contribution, withholding tax, impost or withholding obligation of whatever nature, whether direct or indirect, by whatever method collected or recovered, together with any fees, penalties, fines, interest or statutory charges.

1.2 Business Days

If the day on which any act is to be done under this deed is a day other than a Business Day, the act must be done on the immediately preceding Business Day except where this deed expressly specifies otherwise.

1.3 Interpretation

In this deed headings are for convenience only and do not affect interpretation and, unless the contrary intention appears:

- (a) a word importing the singular includes the plural and vice versa, and a word of any gender includes the corresponding words of any other gender;
- (b) the word **including** or any other form of that word is not a word of limitation;
- (c) if a word or phrase is given a defined meaning, any other part of speech or grammatical form of that word or phrase has a corresponding meaning;
- (d) a reference to a **person** includes an individual, the estate of an individual, a corporation, a Regulatory Authority, an incorporated or unincorporated association or parties in a joint venture, a partnership and a trust;
- (e) a reference to a party includes that party's executors, administrators, successors and permitted assigns, including persons taking by way of novation and, in the case of a trustee, includes any substituted or additional trustee;
- (f) a reference to a document or a provision of a document is to that document or provision as varied, novated, ratified or replaced from time to time;
- (g) a reference to this deed is a reference to this deed as varied, novated, ratified or replaced from time to time;
- (h) a reference to a party, clause, schedule, exhibit, attachment or annexure is a reference to a party, clause, schedule, exhibit, attachment or annexure to or of this deed, and a reference to this deed includes all schedules, exhibits, attachments and annexures to it;
- (i) a reference to a statute includes any regulations or other instruments made under it (**delegated legislation**) and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (j) a reference to **\$** or **dollar** is to Australian currency; and

- (k) this deed must not be construed adversely to a party just because that party prepared it or caused it to be prepared.

2. Indemnity

2.1 Indemnity against liabilities incurred

To the maximum extent permitted by law, the Company indemnifies the Director against, and must pay to the Director on demand the amount of, any loss, cost, charge, damage, expense or other liability suffered or incurred by the Director as an Officer of any Group Entity or as a consequence of having been an Officer of any Group Entity, including any liability arising out of or in connection with any negligence, breach of duty or breach of trust (**Indemnity**).

2.2 Indemnity not to extend to certain matters

The Indemnity does not extend to indemnify the Director:

- (a) in bringing or prosecuting any claim, unless the claim is a claim in the nature of:
 - (i) a challenge to any rejection of a Director's claim by the provider of the Company's Insurance Cover; or
 - (ii) a cross-claim or a third-party claim for contribution or indemnity in, and results directly from, any Proceedings in respect of which the Director has made a claim under the Indemnity;
- (b) to the extent that the amount of the claim under the Indemnity is increased as a result of failure of the Director to comply with the Director's obligations under clause 4.2 or 4.4

2.3 Payments under the Indemnity

The Company must pay any amount due to the Director under the Indemnity within 5 Business Days after the date on which the Director provides evidence reasonably satisfactory to the Company (in its sole and absolute discretion) that the Director has suffered or incurred, or is likely to incur, the relevant loss, cost, charge, damage, expense or other liability.

2.4 No deduction

Any payment to be made under the Indemnity must be made free and clear of any set-off, deduction, or withholding, except where the set-off, deduction or withholding is required or compelled by law.

2.5 Taxation

If for any reason the Director incurs a liability under any law relating to Tax in respect of a payment received by the Director under the Indemnity or taken to be received under the Indemnity, then the Company must pay to the Director an amount sufficient to ensure that the amount received by the Director equals the full amount that would have been received by the Director if that liability had not been incurred.

2.6 Repayment

If the Company pays an amount to the Director under the Indemnity (including any amount the Company advances to the Director under clause 2.9(b) or clause 3.1 and any amount paid under clause 2.5), to the extent that:

- (a) it is subsequently determined that the Company is prohibited under the Corporations Act or any other legislation from indemnifying the Director in respect of the liability to which the amounts paid or advanced relate;
- (b) after the amount is paid or advanced, the Director receives any payment, benefit or credit from a third party in respect of the liability to which the amounts paid or advanced relate; or
- (c) the Director receives a payment under clause 3.1 which exceeds the actual Legal Costs,

(each a **Repayment Event**) the Director must, within 30 Business Days of the date of the Repayment Event, repay that amount to the Company, together with any additional amount paid to the Director under clause 2.5 in respect of that amount.

2.7 Continuing Indemnity

The Indemnity continues in full force and effect after the Director has ceased to be an Officer of a Group Entity.

2.8 Operation of Indemnity

Without limiting any other provision of this deed, the parties agree that it is not necessary for the Director to incur expense or to make any payment before enforcing any right to claim under the Indemnity.

2.9 Rights against third parties

If the Director is insured (other than under the Insurance Cover) or has the benefit of an indemnity from any person (other than the Company) in connection with any loss, cost, charge, damage, expense or other liability which the Company is required to pay to the Director under the Indemnity:

- (a) the Director must promptly take all reasonable steps to claim under the other insurance policy or the other indemnity; and
- (b) to the extent necessary to ensure that the Director receives the full benefit of any other insurance cover or other indemnity, any payment made to the Director under clause 2.1 will be taken to be an advance which is repayable in accordance with clause 2.6.

3. Director's costs for advice

3.1 Advance by Company

The Company must advance to the Director the amount of the Director's Legal Costs on the basis that the advance is interest-free and unsecured and on any other terms as the Company

reasonably determines. The Company must advance any amount it is required to advance to the Director under this clause 3.1 within 5 Business Days after the date on which the Director provides evidence reasonably satisfactory to the Company (in its sole and absolute discretion) that the Director has incurred, or is likely to incur, the relevant Legal Costs.

3.2 Treatment of advances

All amounts advanced to the Director under clause 3.1 in respect of Legal Costs will be taken to have been paid to the Director pursuant to the Indemnity except to the extent that it is subsequently determined that the Company is not or was not permitted by law to indemnify the Director in respect of those Legal Costs.

3.3 Costs of other independent professional advice

Without limiting any other provision of this deed, if the Director obtains independent professional advice in performing his or her duties to the Company, the Company must meet the reasonable costs of the advice if:

- (a) the advice is obtained in accordance with any Company policy regarding obtaining that advice; or
- (b) the Board of the Company approves the Director obtaining that advice.

4. Conduct of claims

4.1 Notification

The Director must immediately notify the Company and any relevant Group Entity on becoming aware that any Proceedings have been commenced or are threatened against the Director which may give rise to a claim by the Director under the Indemnity (**Indemnified Proceedings**).

4.2 Director's obligations in relation to Indemnified Proceedings

The Director must:

- (a) at the same time as the Director gives notice of any Proceedings under clause 4.1, give the Company and any relevant Group Entity a copy of all materials served on or otherwise within the possession of the Director in connection with any Indemnified Proceedings unless the Director receives written legal advice that to do so would be reasonably likely to prejudice materially the interests of the Director; and
- (b) not make any admission of liability, agreement, settlement or compromise in relation to any Indemnified Proceedings without the prior written consent of the Company, which consent must not be unreasonably withheld or delayed.

4.3 Company's right to assume conduct of claim

The Company may, within 30 Business Days after the Director gives notice under clause 4.1, give notice to the Director assuming the conduct of the negotiation or defence of any Indemnified Proceedings, either by itself or jointly with an insurer, except to the extent that the

interests of the Director and of the Company might reasonably be expected to conflict in relation to the Indemnified Proceedings.

4.4 Director's obligations where Company assumes conduct

If the Company gives notice under clause 4.3 assuming the conduct of any Indemnified Proceedings, the Director must, in addition to complying with his or her obligations under clause 4.2:

- (a) take all action that the Company may reasonably request to avoid, dispute, resist, defend, appeal, compromise or mitigate the Indemnified Proceedings;
- (b) give the Company and each relevant Group Entity all other information and assistance as the Company may reasonably require in relation to the Indemnified Proceedings and in particular must sign all documents and provide all witness statements and other evidence in the Director's possession or control as the Company reasonably requires for the conduct of the Indemnified Proceedings; and
- (c) if requested to do so by the Company, give the Company and each relevant Group Entity all reasonable assistance to enable the relevant Group Entity or its insurers to be subrogated to and enjoy the benefit of the Director's rights against any third party in relation to the Indemnified Proceedings or any claim or counterclaim in connection with the Indemnified Proceedings (**Counterclaim**).

4.5 Company's obligations where Company assumes conduct

If the Company gives notice under clause 4.3 assuming the conduct of any Indemnified Proceedings, the Company:

- (a) must ensure that the Indemnified Proceedings and any Counterclaim are conducted under the management and control of the Company or its insurers;
- (b) must give the Director all information as the Director may reasonably require in relation to the conduct of the Indemnified Proceedings and any Counterclaim, and consult with the Director to the extent practicable in relation to the conduct of the Indemnified Proceedings and any Counterclaim;
- (c) must not make any admission of liability, agreement, settlement or compromise in relation to any Indemnified Proceedings without the prior written consent of the Director, which consent must not be unreasonably withheld or delayed; and
- (d) indemnifies the Director against, and must pay to the Director on demand the amount of, any reasonable cost or expense suffered or incurred by the Director arising out of or in connection with any action the Director takes under clause 4.4 or otherwise in connection with the Indemnified Proceedings or any Counterclaim.

4.6 Conflict of interest

If the Company and the Director agree that the interests of the Director and of the Company might reasonably be expected to conflict in relation to any Indemnified Proceedings or any Counterclaim:

- (a) the Director is entitled to engage separate legal advisers of his or her choice in respect of the conduct of the Indemnified Proceedings and any Counterclaim; and
- (b) if the Company has assumed conduct of the Indemnified Proceedings under clause 4.3, the Company must withdraw from the conduct of the Indemnified Proceedings and any Counterclaim on behalf of the Director.

4.7 Counsel's Opinion on conflict of interest

If the Company and the Director cannot agree on whether there is a conflict of interest for the purposes of clause 4.6, the Company or the Director may instruct a Queen's Counsel or Senior Counsel in accordance with clause 8 to provide a legal opinion on whether the interests of the Director and of the Company might reasonably be expected to conflict in relation to any Indemnified Proceedings or any Counterclaim.

5. Insurance Cover

5.1 Insurance Cover during Relevant Period

To the maximum extent permitted by law, the Company must use its best endeavours to obtain and maintain in full force and effect during the Relevant Period Insurance Cover with a reputable and solvent insurer for the benefit of the Director on terms that are not materially less favourable to the Director than:

- (a) the terms of the directors' and officers' insurance policy applicable to the directors of the Company from time to time (notwithstanding that the Director has ceased to be an Officer of the Company); or
- (b) if there is no insurance policy of this type at that time, the terms of a directors' and officers' insurance policy typically maintained at that time by other groups of companies similar to the Group Entities and which would have been available to the Group Entities at the relevant time,

having regard to the amount of cover, the scope of cover, the excess and other terms that would be relevant to a director.

5.2 Insurance premium

To the extent the Company or a Group Entity is prohibited by law from paying the insurance premium for a contract insuring the Director as an Officer of a Group Entity against certain liabilities (**Prohibited Premium**), the Company must give, and must procure that each Group Entity gives, the Director a reasonable opportunity to contribute the Prohibited Premium if it is reasonable for the Director to do so.

5.3 Company's other obligations

If the Company obtains Insurance Cover as contemplated by clause 5.1, the Company must (and must procure that each Group Entity must):

- (a) not do or permit to be done anything which prejudices or renders any part of the Insurance Cover void, voidable or unenforceable, and must immediately rectify anything reasonably within its control which might prejudice or render any part of the Insurance Cover void, voidable or unenforceable, or might prejudice recovery

under it;

- (b) if requested by the Director to do so, provide the Director with a certificate of insurance for the Insurance Cover once in every 12 month period and within 20 Business Days after receipt of the certificate;
- (c) make the policy relating to the Insurance Cover available for the Director to inspect upon reasonable notice at the Company's registered office or principal place of business between 9.00 am and 5.00 pm on any Business Day, except where that disclosure would involve a breach of the terms of the policy; and
- (d) notify the Director immediately in writing if, for any reason, the Insurance Cover is cancelled or not renewed.

5.4 Director's obligations

If the Company obtains Insurance Cover as contemplated by clause 5.1, the Director must:

- (a) take all steps as the Company may reasonably require to enable the Company to take out and maintain the Insurance Cover at the Company's expense;
- (b) at all times comply with all obligations and requirements of the Director under the Insurance Cover;
- (c) not do or permit to be done anything which prejudices or renders any part of the Insurance Cover void, voidable or unenforceable, and must immediately rectify anything reasonably within the Director's control which might prejudice or render any part of the Insurance Cover void, voidable or unenforceable, or might prejudice recovery under it;
- (d) immediately inform the Company and the insurer in writing on becoming aware of any circumstances which could give rise to a claim under the policy relating to the Insurance Cover; and
- (e) immediately inform the Company in writing on becoming aware of anything done or omitted to be done which is reasonably likely to prejudice the Insurance Cover.

5.5 Disclosure

Before the Company obtains Insurance Cover, each party must disclose to the proposed insurer and to the other party (and, in the case of the Director, to each Group Entity of which the Director is an Officer) all facts material to the insurer's risk, including the existence of this deed.

6. Corporate Records

6.1 Maintenance

The Company must:

- (a) use reasonable endeavours to maintain during the Relevant Period a complete set of Corporate Records in relation to the Company; and

- (b) procure that each other Group Entity uses reasonable endeavours to maintain during the Relevant Period a complete set of Corporate Records in relation to that Group Entity.

6.2 Ownership

The Director acknowledges that the Company or the relevant Group Entity retains ownership of copies of all Corporate Records of any Group Entity provided to the Director while an Officer of the Company.

6.3 Return or destruction

Immediately upon the Director ceasing to be an Officer of the Company, the Director must:

- (a) return to the Company or destroy all copies of Corporate Records relating to any Group Entity which the Director possesses, has power over or controls;
- (b) delete all copies of Corporate Records relating to any Group Entity that are contained on any computer, database or other electronic means of data storage which the Director possesses, has power over or controls; and
- (c) provide a written confirmation to the Company that he or she has complied with this clause 6.3.

The obligations of the Director in this clause 6.3 also apply immediately upon the Director ceasing to require, for the purpose for which it was provided, any information provided to the Director in response to an Access Request.

6.4 Requests for access to Corporate Records

In addition to any other rights of access that the Director has under the Corporations Act, the Director may at any time during the Relevant Period request access to the Corporate Records of any Group Entity that may be relevant to any Proceedings commenced before the date which is 7 years after the Retirement Date by giving notice in writing to the company secretary of the Company identifying generally the Corporate Records to which the Director seeks access and stating the purpose for which the Director seeks access to those Corporate Records (**Access Request**).

6.5 Response to Access Request

The Company must consider any Access Request within 10 Business Days after it is received by the company secretary and must approve the Access Request except to the extent that the Board of the Company, acting in good faith, considers that:

- (a) granting the Director access to the relevant Corporate Records:
 - (i) would have a material adverse effect on the ability of any Group Entity to perform any of its obligations under any agreement or arrangement to which it is party or on any other aspect of the business or operations of any Group Entity; or
 - (ii) might reasonably be expected to result in any Group Entity waiving or otherwise prejudicing legal professional privilege attaching to any

Privileged Document in circumstances where the waiver of that privilege would be reasonably likely to prejudice materially the interests of the relevant Group Entity.

6.6 Counsel's Opinion in relation to an Access Request

If the Company refuses an Access Request, the Director may instruct a Queen's Counsel or Senior Counsel in accordance with clause 8 to provide a legal opinion on whether the Company has the right under clause 6.5 to do so.

6.7 Manner of access to Corporate Records

If the Company approves any Access Request, the Company must:

- (a) allow the Director and, provided the Director complies with clause 6.9(b), the Director's legal advisers on reasonable notice to inspect and take copies (at the Company's expense) of the Corporate Records which are the subject of the Access Request at the registered office or principal place of business of the Company between 9.00 am and 5.00 pm on any Business Day; and
- (b) provide all information, assistance and facilities as the Director and, provided the Director complies with clause 6.9(b), the Director's legal advisers may reasonably require in order to inspect, and make and take away copies of, the Corporate Records which are the subject of the Access Request.

6.8 Confidential Information

If in response to an Access Request the Director is granted access to Confidential Information, the Director must observe the same duties of confidentiality in relation to the Confidential Information as applied while the Director was an Officer of the Company and must not without the Company's prior written consent disclose the Confidential Information to any person.

6.9 Permitted disclosure

Notwithstanding clause 6.8, the Director may disclose Confidential Information:

- (a) to the Director's insurer or prospective insurer in connection with effecting, maintaining or complying with the terms of an insurance policy;
- (b) to the Director's legal or financial advisers for the purposes of preparing for, responding to, defending or resisting, or otherwise in connection with any Proceedings provided that the Director has first obtained undertakings of confidentiality from those advisers in relation to the Confidential Information;
- (c) where the disclosure of the Confidential Information is required by law or the rules of a recognised stock or securities exchange; or
- (d) where the Director reasonably requires disclosure of the Confidential Information for the purposes of any Indemnified Proceedings and:
 - (i) the Director reasonably believes that disclosure of the Confidential Information would not materially prejudice the interests of any Group Entity;

- (ii) the Director has given the Company not less than 5 Business Days notice of the Director's intention to disclose the Confidential Information; and
- (iii) the Director uses best endeavours to ensure that the confidentiality of the Confidential Information is maintained.

7. Privileged documents

7.1 Joint or multiple privilege

Where the Company and the Director both have the benefit of legal professional privilege in respect of a Privileged Document forming part of the Corporate Records, then neither party may waive that privilege:

- (a) without the written consent of the other, which consent must not be unreasonably withheld; and
- (b) where persons other than the Company or the Director also have the benefit of that privilege, without the written consent of those persons.

7.2 Withholding consent

Notwithstanding any other provision of this deed, it will be reasonable for a party to withhold consent to a waiver of privilege where the party requested to waive the privilege reasonably determines that the waiver of privilege would materially prejudice its interests.

7.3 Access for defence of Proceedings

Unless clause 7.2 applies, the Company may not refuse to consent to a waiver of privilege where the Director reasonably requires access to and copies of documents for the defence of any Proceedings.

7.4 Retainers

By its execution of this deed the Company will be deemed to have instructed its legal advisers from time to time that all legal advice provided to the Company in relation to any Proceedings which may be relevant to the Director is also to be provided for the Director's benefit, so that the Director has the benefit of legal professional privilege in relation to that advice, except where, at the time the advice is obtained, the interests of the Company and the Director are in conflict.

8. Counsel's Opinion

8.1 Appointment of Counsel

If a party (**Instructing Party**) has the right under this deed to instruct a Queen's Counsel or Senior Counsel to provide an opinion in relation to a specific matter (**Opinion**) the Instructing Party must appoint a Queen's Counsel or Senior Counsel agreed by the Company and the Director in writing, or failing agreement within 10 Business Days, appointed by the President of the New South Wales Bar Association, or his or her nominee, to appoint a barrister who:

- (a) is a Queen's Counsel or Senior Counsel;
- (b) practices at the New South Wales Bar; and
- (c) has company law expertise,

(Counsel) to provide the Opinion in accordance with clause 8.2.

8.2 Counsel's Opinion

The Instructing Party must procure that Counsel provides the Opinion in accordance with the following provisions:

- (a) the Instructing Party must instruct Counsel to provide a copy of Counsel's written Opinion to the Company and the Director within the shortest possible time but, in any event, within 20 Business Days after the date on which Counsel is instructed to provide the Opinion;
- (b) the Company and the Director must provide Counsel with any information and assistance reasonably required by Counsel to enable Counsel to provide the Opinion;
- (c) Counsel will act as an independent expert and not as an arbitrator and the Opinion of Counsel will be final and binding on the Director and the Company; and
- (d) the costs of Counsel in connection with the Opinion are payable by the Company.

8.3 Further acts and documents

The Company and the Director must do all things necessary, and execute all documents, authorities and directions as are required by the Instructing Party to give effect to Counsel's advice as set out in the Opinion.

9. GST

9.1 Interpretation

The parties agree that:

- (a) except where the context suggests otherwise, terms used in this clause 9 have the meanings given to those terms by the GST Act (as amended from time to time);
- (b) any part of a supply that is treated as separate supply for GST purposes (including attributing GST payable to tax periods) will be treated as a separate supply for the purposes of this clause 9; and
- (c) any consideration that is specified to be inclusive of GST must not be taken into account in calculating the GST payable in relation to a supply for the purpose of this clause 9.

9.2 Reimbursements and similar payments

Any payment or reimbursement required to be made under this deed that is calculated by reference to a cost, expense, or other amount paid or incurred will be limited to the total cost, expense or amount less the amount of any input tax credit to which an entity is entitled for the acquisition to which the cost, expense or amount relates.

9.3 GST payable

If GST is payable in relation to a supply made under or in connection with this deed then any party (**Recipient**) that is required to provide consideration to another party (**Supplier**) for that supply must pay an additional amount to the Supplier equal to the amount of that GST at the same time as other consideration is to be provided for that supply or, if later, within 5 Business Days of the Supplier providing a valid tax invoice to the Recipient.

9.4 Variation

If the GST payable in relation to a supply made under or in connection with this deed varies from the additional amount paid by the Recipient under clause 9.3 then the Supplier must provide a corresponding refund or credit to, or will be entitled to receive the amount of that variation from, the Recipient. Any ruling, advice, document or other information received by the Recipient from the Australian Tax Office in relation to any supply made under this deed will be conclusive as to the GST payable in relation to that supply. Any payment, credit or refund under this paragraph is deemed to be a payment, credit or refund of the additional amount payable under clause 9.3.

10. Notices

10.1 How notice to be given

Each communication (including each notice, consent, approval, request and demand) under or in connection with this deed:

- (a) must be given by personal service, post or email;
- (b) must be in legible writing and in English;
- (c) must be addressed as follows (or as otherwise notified by that party to each other party from time to time):
 - (i) if to the Company:

Attention: The Directors

Address: C/- LLK Accountants Pty Ltd, Suite 302, Level 3, 121 Walker Street, North Sydney NSW 2060

Email: As notified by the Company to each other party from time to time
 - (ii) if to the Director:

Attention: [●]

Address: [●]

Email: [●]

- (d) (in the case of personal service or post) must be signed by the party making it or (on that party's behalf) by the solicitor for, or an attorney, director, secretary or authorised agent of, that party;
- (e) (in the case of email) must be in pdf or other format that is a scanned image of the original of the communication, including a handwritten signature, and be attached to an email that states that the attachment is a communication under this deed; and
- (f) must be delivered by hand or posted by prepaid post to the address or sent by email to the email address, of the addressee, in accordance with clause 10.1(c).

10.2 When notice taken to be received

Without limiting the ability of a party to prove that a notice has been given and received at an earlier time, each communication (including each notice, consent, approval, request and demand) under or in connection with this deed is taken to be given by the sender and received by the recipient:

- (a) (in the case of delivery by hand) on delivery;
- (b) (in the case of prepaid express post sent to an address in the same country) on the second Business Day after the date of posting;
- (c) (in the case of prepaid express post sent to an address in another country) on the fourth Business Day after the date of posting;
- (d) (in the case of email, whether or not containing attachments) the earlier of:
 - (i) the time sent (as recorded on the device from which the sender sent the email) unless, within 4 hours of sending the email, the party sending the email receives an automated message that the email has not been delivered;
 - (ii) receipt by the sender of an automated message confirming delivery; and
 - (iii) the time of receipt as acknowledged by the recipient (either orally or in writing),

provided that:

- (e) the communication will be taken to be so given by the sender and received by the recipient regardless of whether:
 - (i) the recipient is absent from the place at which the communication is delivered or sent;
 - (ii) the communication is returned unclaimed; and
 - (iii) (in the case of email) the email or any of its attachments is opened by the recipient;

- (f) if the communication specifies a later time as the time of delivery then that later time will be taken to be the time of delivery of the communication; and
- (g) if the communication would otherwise be taken to be received on a day that is not a working day or after 5.00 pm, it is taken to be received at 9.00 am on the next working day ("working day" meaning a day that is not a Saturday, Sunday or public holiday and on which banks are open for business generally, in the place to which the communication is delivered or sent).

10.3 Notices sent by more than one method of communication

If a communication delivered or sent under this clause 10.3 is delivered or sent by more than one method, the communication is taken to be given by the sender and received by the recipient whenever it is taken to be first received in accordance with clause 10.2.

11. General

11.1 Amendments

This deed may only be varied by a deed executed by or on behalf of each party.

11.2 Assignment

A party cannot assign or otherwise transfer any of its rights under this deed without the prior consent of the other party.

11.3 Consents

Unless this deed expressly provides otherwise, a consent under this deed may be given or withheld in the absolute discretion of the party entitled to give the consent and to be effective must be given in writing.

11.4 Costs

Except as otherwise provided in this deed, each party must pay its own costs and expenses in connection with negotiating, preparing, executing and performing this deed.

11.5 Counterparts

This deed may be executed in any number of counterparts and by the parties on separate counterparts. Each counterpart constitutes the deed of each party who has executed and delivered that counterpart.

11.6 Electronic exchange

Without limitation, the parties agree that their communication of an offer or acceptance of this deed, including exchanging counterparts, may be by any electronic method that evidences that party's execution of this deed.

11.7 Entire agreement

To the extent permitted by law, this deed constitutes the entire agreement between the parties in relation to its subject matter and supersedes all previous agreements and understandings between the parties in relation to its subject matter.

11.8 Severance

If any provision or part of a provision of this deed is held or found to be void, invalid or otherwise unenforceable (whether in respect of a particular party or generally), it will be deemed to be severed to the extent that it is void or to the extent of voidability, invalidity or unenforceability, but the remainder of that provision will remain in full force and effect.

11.9 Stamp duties

The Company:

- (a) must pay all stamp duties and other duties, together with any related fees, penalties, fines, interest or statutory charges, and similar Taxes in respect of this deed, the performance of this deed and each transaction effected or contemplated by or made under this deed; and
- (b) indemnifies the Director against, and must pay to the Director on demand the amount of, any loss, cost, charge, damage, expense or other liability suffered or incurred by the Director arising out of or in connection with any delay or failure to comply with clause 11.9(a).

11.10 Waivers

Without limiting any other provision of this deed, the parties agree that:

- (a) failure to exercise or enforce, or a delay in exercising or enforcing, or the partial exercise or enforcement of, a right, power or remedy provided by law or under this deed by a party does not preclude, or operate as a waiver of, the exercise or enforcement, or further exercise or enforcement, of that or any other right, power or remedy provided by law or under this deed;
- (b) a waiver given by a party under this deed is only effective and binding on that party if it is given or confirmed in writing by that party; and
- (c) no waiver of a breach of a term of this deed operates as a waiver of another breach of that term or of a breach of any other term of this deed.

12. Governing law and jurisdiction

This deed is governed by the law applying in New South Wales. Each party irrevocably submits to the non-exclusive jurisdiction of the courts having jurisdiction in that state and the courts competent to determine appeals from those courts, with respect to any proceedings that may be brought at any time relating to this deed and waives any objection it may have now or in the future to the venue of any proceedings, and any claim it may have now or in the future that any proceedings have been brought in an inconvenient forum, if that venue falls within this clause 12.

Executed as a deed.

Executed by Aoyuan Property Group (Australia) Pty Ltd in accordance with section 127 of the Corporations Act 2001 (Cth):

Signature of director

Full name of director who states that they are a director of **Aoyuan Property Group (Australia) Pty Ltd**

Signed, sealed and delivered by **[Director]** in the presence of:

Signature of witness who confirms that this document was signed in the witness' presence or signed in counterpart and witnessed over audio visual link in accordance with section 14G of the Electronic Transactions Act (NSW)

Full name of witness

Signature of company secretary/director

Full name of company secretary/director who states that they are a company secretary/director **Aoyuan Property Group (Australia) Pty Ltd**

Signature

Attachment 2 Form of resignation letter

Aoyuan Property Group (Australia) Pty Ltd
 C/- LLK Accountants Pty Ltd
 Suite 302, Level 3, 121 Walker Street
 North Sydney NSW 2060

I, *[name of officer]* of *[address of officer]* resign as a *[director][secretary][public officer]* of the Company with effect on and from Completion of the share sale deed dated _____ 2022 between Grand First Holdings Limited and Company B (Aust) Pty Limited (**Relevant Sale Agreement**).

I acknowledge that I have no claim against the Company for salary, fees, compensation for loss of office, loans or otherwise in respect of my holding or ceasing to hold that office.

In this document, capitalised terms have the meaning given to those terms in the Relevant Sale Agreement.

Dated _____ 2022

Signed sealed and delivered by *[insert full legal name of officer]* in the presence of:

 Signature of Witness

 Signature

 Name of Witness in full

Attachment 3 Consultancy Agreement

Consultancy Agreement

between

Aoyuan Property Group (Australia) Pty Ltd (ACN 600 594 125) (**Client**)

and

Bomann Consulting Pty Ltd (ACN 612 434 107) (**Consultant**) (**Parties**)

1. Engagement

The Client is engaging the Consultant as an independent contractor to provide the Services.

The Parties agree that the Consultant Personnel will be employed or engaged by the Consultant to perform the Services and any other services reasonably associated with the Position that are consistent with the nature and seniority of the Position as agreed between the Client and the Consultant.

The Client agrees that the Consultant and the Consultant Personnel may delegate all or part of the Services to other appropriate personnel employed or engaged in the Business.

The Consultant Personnel may be identified as Chief Executive Officer of the Group for the duration of the term of this agreement.

2. Definitions

For the purposes of this agreement:

Business means the business of selling, developing, managing and delivering real estate projects in Australia carried on by a Client Group Company.

Consultant Personnel means Adrian Liaw.

Existing Projects means One30 Hyde Park; Maison 188 Maroubra; Mirabell, Turramurra; Esplanade, Norwest; Altessa 888, Gordon; Adela, Burwood; Mesa, Hurstville; Ashbourne, Moss Vale; Melrose Park; The Lennox, Parramatta; Woollooware Bay; and Bargo.

Client Group Company means each of the Client and any 'related body corporate' of the Client as that expression is defined in the *Corporations Act 2001* (Cth).

Group means the Client and each Client Group Company.

Position means the position of Chief Executive Officer of the Group.

Services means the Scope of Works in Schedule 1.

Start Date means the 'Effective Date' (as that term is defined in the Shareholders' Deed between Aoyuan Property Group (Australia) Pty Ltd, Grand First Holdings Limited and Company B (Aust) Pty Limited).

Termination Fee means the Fees owing for the period of time between the date the agreement is terminated or is purported to be terminated and the End Date (inclusive) x (multiplied by) 2.

End Date means the date which falls 5 years after the Start Date.

3. Term

Subject to clause 6, the Consultant will provide the Services for a fixed term from the Start Date to the End Date inclusive.

4. No exclusivity

It is acknowledged and agreed by the Parties that:

- (a) the Consultant and/or the Consultant Personnel may own, invest in or otherwise pursue in any form any property development opportunity (including any which may be in competition with the Existing Projects or any other part of the Business); and
- (b) such activities will not constitute a breach of this agreement or conflict of interest between the Consultant and any Client Group Company, including where relevant in the Consultant Personnel's capacity as a director of the Client or Client Group Company and irrespective of whether the information regarding the opportunity was obtained by the Consultant and/or Consultant Personnel during the performance of the Services, position as a director of the Client or Client Group Company or as a shareholder.

5. Fees for Services

The Client will pay the Consultant a fee of \$62,500 (exclusive of GST) per month for the Services (**Fees**) on receipt of a tax invoice, on the basis the Services will be provided for 38 hours per week plus reasonable additional hours.

The Client will pay the Fees due to the Consultant within **[14]** days of receiving the relevant tax invoice.

The Consultant will be reimbursed for all business expenses reasonably incurred by the Consultant or the Consultant Personnel for the purposes of undertaking the Services, including without limitation, travel, accommodation and general expenses.

6. Termination

6.1 Fixed term

Unless terminated earlier in accordance with the terms of this agreement, the Consultant's engagement will automatically end on the End Date.

6.2 Termination by the Client

The Client may terminate this agreement before the End Date without notice if the Consultant and/or the Consultant Personnel:

- (a) engages in serious misconduct as defined under the Fair Work Act 2009 (Cth);
- (b) commits any material act or omission involving misappropriation or fraud in relation to the Client;
- (c) commits a material breach of this agreement; or
- (d) are convicted of an offence punishable by imprisonment, including theft and fraud.

If the Client purports to terminate this agreement before the End Date in circumstances that are not contemplated by clauses 6.2(a)-6.2(d) above, the Client must pay the Consultant the Termination Fee within 7 days of such termination.

6.3 Termination by the Consultant

The Consultant may terminate the agreement before the End Date without notice if:

- (a) the Client changes, or purports to change, the Consultant's Position or materially diminishes the Consultant and/or the Consultant Personnel's authority or responsibilities without the Consultant's express agreement;
- (b) the Client reduces, or purports to reduce, the Fees without the Consultant's express agreement; or
- (c) the Client materially breaches a term of this agreement.

If the Consultant terminates this agreement for the reasons set out in clauses 6.3(a)-(c) above the Client must pay the Consultant the Termination Fee within 7 days of such termination.

The Consultant may otherwise terminate the agreement before the End Date for any reason other than for the reasons set out in clauses 6.3(a)-(c) above by giving 6 months' written notice. In this circumstance, the Client may, by agreement with the Consultant, pay the Consultant the Fees in lieu of part or all of the notice period, and the Consultant will not be entitled to payment of the Termination Fee.

6.4 Obligations on termination

Following termination of this agreement, the Consultant must return to the Client all property in their possession that belongs to the Client.

7. Confidential Information

'**Confidential Information**' means any information acquired by the Consultant in the course of or as a result of providing the Services, which is not in the public domain (other than as a result of breach of confidence).

Both during and after the term of this agreement, the Consultant must not use or disclose Confidential Information unless the use or disclosure is required by law, made as part of the performance of the Services or agreed by the Client.

8. Intellectual property rights

'**Intellectual Property Rights**' means all intellectual property rights, including: (a) copyright, patents, rights to inventions, rights in designs and unregistered designs, trade marks or trade names and other protected rights, or related rights, existing anywhere in the world; and (b) any licence, consent, application or right to use or grant the use of, or apply for the registration of, any of the rights referred to in paragraph (a).

'**Consultant IPR**' means all Intellectual Property Rights created or developed by the Consultant and/or the Consultant Personnel (alone or jointly) arising out of this agreement and during the course of the performance of the Services or where the Client's time, material or facilities were used and includes any inventions, ideas, discovery, development, improvements or innovation, capable of registration or not, and whether or not recorded in any medium.

The Consultant owns all Consultant IPR and all documents and other materials in which Consultant IPR subsists. Ownership of Consultant IPR vests automatically and immediately, on creation, in the Consultant and/or Consultant Personnel without the need for any further action by the Client or the Consultant. Without limiting the foregoing, the Client must on request by the Consultant and/or the Consultant Personnel do all things necessary to ensure that the Consultant and/or Consultant Personnel own the Consultant IPR and to record or document such full ownership.

The Client agrees that:

- (a) at the Consultant's request during the performance of the Services and on termination of this agreement, the Client must give the Consultant all documents and other materials in which Consultant IPR subsists;
- (b) it will not register any Consultant IPR unless requested to do so in writing by the Consultant; and

- (c) it will keep confidential the Consultant IPR and not disclose it to any person, unless the Consultant consents in writing in advance to its disclosure by the Client.

The Client also agrees, during and after termination of this agreement, to give all necessary assistance to the Consultant and/or the Consultant Personnel to enable the Consultant and/or the Consultant Personnel to obtain the full benefit of the Consultant IPR, to enforce Consultant IPR against third parties and to defend claims for infringement of third party Intellectual Property Rights.

9. Moral rights

'Moral Rights' means the right of attribution of authorship, the right not to have authorship falsely attributed and the right of integrity of authorship, as defined in the *Copyright Act 1968 (Cth)*.

If the Client personnel have Moral Rights in any Intellectual Property owned by the Consultant and/or Consultant Personnel, the Client must obtain each relevant Client personnel's:

- (a) irrevocable consent to any act or omission by Consultant and/or Consultant Personnel which infringes those Moral Rights;
- (b) agreement that its consent extends to acts or omissions by the Consultant and/or Consultant Personnel licensees and successors in title; and
- (c) agreement that the Consultant and/or Consultant Personnel's consent is a genuine consent given under Part 9 of the *Copyright Act 1968 (Cth)* and has not been induced by duress or any false or misleading statement.

10. Tax

The Consultant acknowledges that they are responsible for the payment of all taxes and taxation obligations, except those arising under a GST, in respect of the performance of the Services including those relating to payment of the Fees.

11. Warranties

In signing this agreement, and continuing to provide Services in accordance with it, the Consultant warrants that:

- (a) there are no restrictions that would prevent the Consultant or Consultant Personnel providing the Services;
- (b) the Consultant will provide the Services:
 - (1) utilising their skill and ability;
 - (2) faithfully and diligently;
 - (3) in a reasonable and businesslike manner; and
 - (4) consistently with the engagement.

12. General

This agreement is governed by the law in force in New South Wales and the Parties irrevocably submit to the exclusive jurisdiction of the courts of New South Wales.

This agreement constitutes the entire agreement between the Parties in respect of the provision of Services. It supersedes all prior discussions, negotiations, understandings and agreements, whether written or verbal and whether express or implied, in respect of the matters contained in it.

The Parties acknowledge that they each have had the opportunity to obtain legal advice prior to entering into this agreement.

This agreement may be executed in any number of counterparts which, when taken together, constitute one instrument.

Yours sincerely

[insert name]
[insert position]

Please countersign and date this to indicate its agreement.

sign here	_____	date	_____
print name	_____	print position	_____

Schedule 1 – Scope of Works

The Consultant is engaged to provide the following Chief Executive Officer (**CEO**) services during the Term referred to in clause 3 of this agreement.

The position of CEO is the key leadership position for Aoyuan Property Group (Australia) Pty Ltd ACN 600 594 125. The CEO is responsible for the overall development and delivery of real estate projects in Australia carried on by the Group.

The CEO reports directly to the Board of Directors and assists the function of the Board by contributing to the joint development of policy and strategic directions and ensuring the Board is apprised on the management of the business.

The key duties of the CEO role include:

- managing the Group's Business in accordance with the Business Plan (as defined in the Shareholders' Deed);
- managing the selection and appointment of all the Group's employees as necessary for the proper conduct of the Business;
- managing strategic planning and developing annual business plans, key performance indicators and budgets;
- providing high level advice to the Client's Board on policy, compliance with regulatory requirements, and strategic and financial management of the Client's Business;
- anticipating and managing risk through effective identification, analysis, planning and monitoring of internal and external issues likely to impact on the Client;
- identifying and establishing productive working relationships with relevant government, private and not for profit companies and agencies;
- undertaking high level consultation and negotiation with relevant government, private and not for profit companies and agencies;
- managing human resources through leadership and by formulating and implementing effective policies and processes;
- supervising training programs and facilitating business development through discussion and development of appropriate and targeted staff training programmes; and
- developing and implementing an overall marketing strategy with the Client's management team and other consultants.

The above responsibilities will not be changed unless by agreement between the Client and the Consultant. Certain of these responsibilities may be delegated by the Consultant to other personnel in the Business.