

Deed Poll made on

2018

Parties **CLP Hotel Pty Ltd ACN 606 593 864 as trustee for the CLP Hotel Trust**
and
Ji Feng Investment Holding Pty Ltd ACN 606 140 771 as trustee for the Ji Feng Trust
(jointly and severally the “Disclosing Party”)

Hilton Hotels of Australia Pty Ltd ACN 008 419 485
(“Hilton”)

The party set out in Item A of Schedule 1
(“Interested Party”)

Recitals

- A. The Disclosing Party possesses certain Confidential Information.
- B. The Interested Party wishes to obtain access to the Confidential Information to enable it to evaluate and give consideration to the offer to purchase the Property and the Business.
- C. The Disclosing Party and Hilton wish to prevent the unauthorised use and disclosure of the Confidential Information.
- D. The Interested Party acknowledges that the Disclosing Party and/or Hilton will suffer loss or damage as a consequence of the improper or inappropriate disclosure or use of the Confidential Information.
- E. The Disclosing Party has agreed to provide the Interested Party with the Confidential Information on the terms and conditions of this Deed and subject to the Interested Party executing and delivering this Deed.

This Deed provides

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

Approved Purpose means:

- (a) considering whether or not to submit an expression of interest in relation to the purchase of the Property and the Business;
- (b) conducting any due diligence investigations in relation to the Property and the Business; and
- (c) discussing any relevant issues with the Disclosing Party and/or Hilton.

Business means the management and letting business and the hotel operated in connection with the Property (including the operation of the hotel and residences operated in connection with the Property by Hilton).

Business Day means a day upon which banks are open for business in Brisbane, Queensland.

Claim(s) means any claims, demands or causes of action (whether based in contract, equity, tort or statute), losses, costs or expenses in respect of or arising out of this Deed or any part of it.

Confidential Information means, subject to the terms of this Deed, all or part of any information whether oral, in writing or any other visual, machine readable, disk, computerised, web-based or any other form which:-

- (a) the Disclosing Party and/or Hilton may on its own behalf or on behalf of another party disclose to the Interested Party; or
- (b) the Disclosing Party and/or Hilton may on its own behalf or on behalf of another party provide the Interested Party access to,

including but not limited to:-

- (c) this Deed; and
- (d) the Due Diligence Documents.

Confidential Information does not include information that:

- (e) is (through no improper action or inaction by the Interested Party or any Third Parties) known to the public; or
- (f) was in its possession or known by the Interested Party or any Third Parties prior to receipt from the Disclosing Party; or
- (g) was rightfully disclosed to the Interested Party or any Third Parties by a third party without restrictions.

Due Diligence Documents means the documentation which may be made available by the Disclosing Party for inspection by the Interested Party and includes information in relation to:

- (a) the Property; and
- (b) the Business.

Interested Party means the party named in Item A of Schedule 1 as the Interested Party and includes as appropriate its directors, officeholders, employees, servants and agents.

Property means the following lot descriptions:

Lot and Plan	County	Parish	Title Reference
Lot 204 on SP 214301	Ward	Gilston	50844330
Lot 10101 on SP 207542 (Management Lot in Boulevard Tower)	Ward	Gilston	50827176
Lot 21607 on SP 214302 (Management Lot in Orchid Tower)	Ward	Gilston	50851224

Third Party or **Third Parties** has the meaning given in clause 3.4 of this Deed.

1.2 Interpretation

In this Deed headings are for convenience only and do not affect interpretation and except to the extent that the context otherwise requires:

- (a) an obligation or a liability assumed by, or a right conferred on, 2 or more persons binds or benefits them jointly and severally;
- (b) “**person**” includes an individual, the estate of an individual, a corporation, an authority, an association or a joint venture (whether incorporated or unincorporated), a partnership and a trust;

- (c) 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 a substituted or an additional trustee;
- (d) a reference to a document (including this document) is to that document as varied, novated, ratified or replaced from time to time;
- (e) a reference to a statute includes its delegated legislation and a reference to a statute or delegated legislation or a provision of either includes consolidations, amendments, re-enactments and replacements;
- (f) a word importing the singular includes the plural (and vice versa), and a word indicating a gender includes every other gender;
- (g) 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;
- (h) 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;
- (i) "includes" in any form is not a word of limitation; and
- (j) a reference to "\$" or "dollar" is to Australian currency.

2. ENFORCEABILITY

- (a) This Deed:
 - (i) operates as a deed poll and is enforceable against the Interested Party in accordance with its terms and conditions, notwithstanding that the Disclosing Party or Hilton has not executed this Deed; and
 - (ii) shall be enforceable by the Disclosing Party and/or by Hilton, for themselves and as agent for each of their respective representatives.
- (b) The Interested Party acknowledges that both the Disclosing Party and Hilton have the right to take any and all action available to them (collectively or individually) at law or in equity to:
 - (i) protect themselves against unauthorised disclosure of Confidential Information and/or a breach of this Deed by the Interested Party; and
 - (ii) claim damages and any other remedy described in clause 3.8 for such disclosure and/or a breach of this Deed by the Interested Party.

3. CONFIDENTIALITY

3.1 Non-Disclosure

In consideration of the Disclosing Party and Hilton agreeing at the request of the Interested Party (confirmed by the execution of this Deed) to allow the Interested Party to have or have access to the Confidential Information for the Approved Purpose, the Interested Party agrees (in favour of the Disclosing Party and Hilton) that it will keep in strict confidence all of the Confidential Information and subject to clause 3.4, will not without the prior written consent of the Disclosing Party and Hilton, which consent may be given or withheld, or given subject to conditions in the Disclosing Party's or Hilton's sole and absolute discretion, disclose any Confidential Information to any person.

3.2 Use

The Interested Party must use the Confidential Information only for the Approved Purpose and for no other purpose.

3.3 No Right or Licence

The Interested Party has no right, license, title, interest or copyright granted to it in relation to the Confidential Information except as is expressly provided in this Deed.

3.4 Third Parties

The Interested Party may disclose the Confidential Information to its professional advisers (financial, legal and other) who need to know the Confidential Information for the Approved Purpose or any bank, financial institution or investor from which the Interested Party intends to secure financing for the Approved Purpose ("**Third Parties**").

The Interested Party:

- (a) acknowledges that its obligations under this Deed extend to all Third Parties to whom any of the Confidential Information is provided;
- (b) must ensure that none of the Third Parties do or omit to do any act matter or thing which if done or omitted to be done by the Interested Party would constitute a breach of the obligations of the Interested Party under this Deed;
- (c) acknowledges that it is responsible for any breach of this Deed arising as a result of Third Parties' acts or omissions as if such acts or omissions were effected by the Interested Party itself;
- (d) must, before disclosing or permitting access to the Confidential Information to any Third Parties, inform such Third Parties of the confidential nature of the information and the restrictions as to use and disclosure of the Confidential Information and, to the extent that the Third Party is not already under an appropriate duty of confidentiality, impose upon each such Third Party, obligations of confidentiality at least equivalent to those set out in this Deed; and
- (e) must, when requested to do so by the Disclosing Party and/or Hilton, supply to the Disclosing Party and/or a list of persons to whom the Interested Party has disclosed Confidential Information.

3.5 Copies

- (a) The Confidential Information must not be copied or reproduced by or on behalf of the Interested Party without approval of the Disclosing Party (and in relation to Confidential Information that is owned by Hilton, without approval of Hilton) except to the extent reasonably required to permit the Interested Party to conduct, carry out or achieve the Approved Purpose.
- (b) The Confidential Information must not be used, reproduced or stored in an externally accessible computer or electronic information retrieval system or be transmitted in any form or by any means whatsoever outside the Interested Party's or Third Party's usual place of business.
- (c) The Interested Party must return all Confidential Information (including all copies and notes relating to it) immediately upon request by the Disclosing Party and/or Hilton and will ensure that all Third Parties to whom Confidential Information has been disclosed also do the same.
- (d) The Interested Party must comply with any reasonable directions of the Disclosing Party relating to the protection of the security of the Confidential Information (and in relation to Confidential Information that is owned by Hilton, any reasonable directions of Hilton) and will ensure that all Third Parties to whom Confidential Information has been disclosed also do the same.

3.6 Strict Confidence and Storage

The Interested Party must:

- (a) maintain and take all reasonable steps necessary to maintain all Confidential Information in the strictest confidence;

- (b) ensure that proper and secure storage is provided for the Confidential Information whilst in the possession of or under the control of the Interested Party;
- (c) take all precautions to prevent accidental disclosure of any Confidential Information; and
- (d) if requested by the Disclosing Party, return all Confidential Information to the Disclosing Party at the place and time nominated by the Disclosing Party (and in relation to Confidential Information that is owned by Hilton, at the request of Hilton, return all such information to Hilton).

3.7 Announcements

- (a) The Interested Party, will not make, permit, solicit or assist any other person to make any announcement or disclosure of their or the Disclosing Party's discussions or of their or the Disclosing Party's interest in the Property and the Business without the prior written consent of:
 - (i) the Disclosing Party; and
 - (ii) if such announcement or disclosure refers to or relates to Hilton or Hilton's operation of the hotel and residences operated in connection with the Property, of Hilton.
- (b) The Interested Party will ensure that all Third Parties to whom Confidential Information has been disclosed will be bound by the terms of this clause and this Deed.

3.8 Remedies

The Interested Party acknowledges that:

- (a) the Confidential Information is at all times the property of the Disclosing Party (save for that information that is owned by Hilton);
- (b) the Disclosing Party and/or Hilton will suffer loss or damage as a consequence of a breach of this Deed; and
- (c) in addition to any rights that the Disclosing Party and/or Hilton may have at law or in equity, the Disclosing Party and/or Hilton, without proof of special damages, will be entitled to the remedies of injunction, specific performance or other equitable relief for any threatened or actual breach of the provisions of this Deed.

3.9 Notification of Breach

The Interested Party must:

- (a) promptly notify:
 - (i) the Disclosing Party; and
 - (ii) if such disclosure refers to or relates to Hilton or Hilton's operation of the hotel and residences operated in connection with the Property, Hilton,if the Interested Party suspects or has become aware that a person has disclosed or is suspected of disclosing or is intending to disclose Confidential Information to any person otherwise than strictly in accordance with this Deed or any other deed or document contemplated by this Deed; and
- (b) must promptly take all reasonable actions to prevent further unauthorised disclosure.

3.10 Authorised Disclosure

Nothing in this clause 3 restricts disclosure by the Interested Party of Confidential Information that is required to be disclosed by any law or by order of any competent court, tribunal, competent government agency or regulatory body (including stock exchange). To

the extent the Interested Party is required, as provided for in this paragraph, to disclose Confidential Information, the Interested Party must:

- (a) as promptly as possible, inform:
 - (i) the Disclosing Party; and
 - (ii) if such disclosure refers to or relates to Hilton or Hilton's operation of the hotel and residences operated in connection with the Property, Hilton, when it becomes subject to such a disclosure requirement;
- (b) consult with the Disclosing Party (and also with Hilton if sub-clause 3.10 (a)(ii) applies) as to the form and content of any disclosure so required and the possible steps to limit disclosure; and
- (c) take such reasonable steps as the Disclosing Party may reasonably require (and also as Hilton may reasonably require if sub-clause 3.10 (a)(ii) applies).

3.11 Inspection of the Business

The Interested Party must not:

- (a) inspect the Business; or
- (b) do anything else which may disrupt or interfere with the operation of the Business without the prior written consent of the Disclosing Party.

3.12 Restriction

- (a) The Interested Party must not, without the prior written consent of the Disclosing Party, contact any employee of the Disclosing Party, Hilton or a related body corporate to discuss:
 - (i) the Confidential Information; or
 - (ii) the Approved Purpose.
- (b) The Interested Party must not directly or indirectly approach any employee of the Disclosing Party, Hilton or a related body corporate for the purpose of recruiting that person for employment by the Interested Party, or by a related body corporate of the Interested Party. This clause only applies to an employee whose identity became known to the Interested Party from Confidential Information or in connection with an actual or potential transaction in respect of which Confidential Information was disclosed to the Interested Party.

3.13 Term

The obligations conferred on the Interested Party under this clause 3 shall cease to apply after the period of 24 months from the date of this Deed.

4. NO REPRESENTATION OR WARRANTY

4.1 Representations

The Interested Party acknowledges that:

- (a) no representation or warranty, express or implied, has been made by or on behalf of the Disclosing Party or Hilton in respect of the accuracy, currency or completeness of the Confidential Information;
- (b) any Confidential Information disclosed by the Disclosing Party that relates to:
 - (i) Hilton; or
 - (ii) Hilton's operation of the hotel and residences operated in connection with the Property,

is disclosed solely by the Disclosing Party and/or Hilton and the Interested Party shall have no right to Claim against Hilton in relation to the content of such Confidential Information for any reason whatsoever; and

- (c) the Interested Party shall have no right to Claim against the Disclosing Party for any reason whatsoever in relation to any Confidential Information disclosed by the Disclosing Party.

4.2 Inaccuracies and Omissions

The Interested Party acknowledges that neither the Disclosing Party, Hilton nor their respective representatives are under any obligation to notify the Interested Party or to provide the Interested Party with further information if they become aware of any inaccuracy, incompleteness or omission or change in the Confidential Information or of any event or circumstance which may affect the accuracy or completeness of the Confidential Information.

4.3 Negligence

The Interested Party acknowledges that no liability for negligence or otherwise is assumed by the Disclosing Party or Hilton for the Confidential Information.

4.4 Own Enquiries

The Interested Party acknowledges that the Interested Party must make its own searches, enquiries and inspections and secure its own advices and reports to satisfy itself in relation to the accuracy, currency, completeness and/or correctness of the Confidential Information.

4.5 No Offer

The provision of any Confidential Information pursuant to the terms of this Deed will not constitute an offer of, or an invitation to proceed with the purchase of the Property or the Business nor will such Confidential Information form the basis of any contract between the Interested Party and the Disclosing Party or any of their representatives. Subject to any subsequent agreement between the Interested Party and the Disclosing Party, the Disclosing Party reserves the right in its sole and absolute discretion to reject all or any proposals, and to terminate discussions and negotiations with or directly or indirectly involving the Interested Party at any time, for any reason whatsoever, without any liability arising therefrom.

5. NO REQUIREMENT TO DISCLOSE

The Interested Party understands and acknowledges that nothing in this Deed:

- (a) requires the disclosure of any Confidential Information by the Disclosing Party and/or Hilton, which is disclosed solely at the discretion of the Disclosing Party and/or Hilton;
- (b) requires the Disclosing Party to proceed with any proposed transaction or relationship in connection with any Confidential Information which may be disclosed.

6. COMMUNICATION

The Interested Party must not communicate with any of the Disclosing Party's consultants or authors of reports or documents made available as part of the Confidential Information and agrees to direct any questions or queries in relation to any Confidential Information, in writing, to the Disclosing Party for reply.

7. INDEMNITIES

7.1 Indemnity

The Interested Party hereby indemnifies and agrees to keep indemnified each of the Disclosing Party and Hilton against:

- (a) all losses (including consequential loss and loss of profits) suffered by the Disclosing Party or Hilton;
- (b) all liabilities incurred by the Disclosing Party or Hilton; and
- (c) any Claims to which the Disclosing Party or Hilton may be exposed or suffer, arising, directly or indirectly, as a result of or in connection with any breach or non-performance of the obligations of the Interested Party, whether express or implied, under this Deed.

7.2 Continuing

Each indemnity in this Deed is a continuing obligation, separate and independent from the other obligations of the Interested Party and survives termination of this Deed and without limitation continues to apply after the lodgement of an offer (if any) by the Interested Party.

7.3 Loss

It is not necessary for the Disclosing Party or Hilton to incur an expense or make a payment before enforcing a right of indemnity conferred by this Deed.

8. ENTIRE AGREEMENT

This Deed constitutes the whole agreement and supersedes any prior drafts, agreements, undertaking, representations, warranties and arrangements of any nature in relation to the subject matter of this Deed.

9. NON-MERGER

Subject to clause 12, the provisions of this Deed do not merge upon the termination or determination of this Deed or upon the execution of any other deed or instrument executed pursuant to this Deed and continues in full force and effect until the obligations and rights created by this Deed elapse by the effluxion of time or are determined by mutual Deed between the parties.

10. GOVERNING LAW

This Deed shall be governed and construed in all respects in accordance with the law of the State of Queensland and the parties to this Deed agree to submit to the jurisdiction of the Courts of the State of Queensland in respect of all matters arising under or relating to this Deed.

11. ASSIGNMENT

The rights and obligations of the Interested Party under this Deed are personal and may not be assigned.

12. TERMINATION

This provision of the Confidential Information to the Interested Party may be terminated and withdrawn by the Disclosing Party in its absolute discretion, and at any time, and in which event the Interested Party will immediately return to the Disclosing Party and/or Hilton (without retaining any copy note or extract thereof) all documents containing Confidential Information and other means of record of any Confidential Information (in whatever form), at no cost to the Disclosing Party and/or Hilton, together with a certificate in writing that none of the Confidential Information has been retained by the Interested Party in any form whatever.

13. VARIATION

Any variation of this Deed is valid only once it is in writing and signed by the Interested Party and has been approved by the Disclosing Party and Hilton, by signing beside the written variation.

14. WAIVER AND CUMULATIVE REMEDIES

A waiver of any right, power, privilege or remedy (whether expressed or implied) provided by this Deed shall not constitute a waiver of any other breach or default by the Interested Party to this Deed and shall not constitute a continuing waiver of the right, power, privilege or remedy waived or a waiver of any other right, power, privilege or remedy.

The rights, powers, privileges and remedies provided in this Deed are cumulative and are not exclusive of any other rights, powers, privileges or remedies provided by law.

For the avoidance of doubt, any omission to exercise, or delay in exercising, any right, power, privilege or remedy provided by this Deed shall not constitute a waiver of that or any other right, power, privilege or remedy.

15. SEVERANCE

If the whole or any part of a provision of this Deed is void, unenforceable or illegal in a jurisdiction then it is severed for that jurisdiction. The remainder of this Deed continues to have full force and effect in that jurisdiction.

16. AUTHORITY

The Interested Party represents and warrants that:

- (a) it has full power and authority to execute and deliver this Deed and to perform its obligations hereunder;
- (b) it has the financial capacity to perform its obligations arising under or out of this Deed;
- (c) it does not require the consent of any third person or party to execute and deliver this Deed or to perform its obligations under this Deed; and
- (d) it enters into this Deed in its own capacity.

17. COSTS

The parties each pay their own costs of and incidental to the preparation and execution of this Deed.

Schedule 1

Item A – Interested Party

Name: _____

Item B – Interested Party Address for Service

Address: _____

Facsimile Number: _____

Contact: _____

Item C – Disclosing Party Address for Service

Address: c/- Hickey Lawyers
Level 6 Corporate Centre One
Corner Bundall Road and Slatyer Avenue
Bundall QLD 4217

Facsimile Number: +61 7 5574 1130

Email: chans@hickeylawyers.com.au

Contact: Simon Chan

Item D – Hilton Address for Service

Address: 103 Penang Road, #09-01/07
Vision Crest Commercial
Singapore 238 467

Facsimile Number: +65 6833 9889

Email: andrew.vinton@hilton.com

Contact: Legal Department

Executed as a Deed Poll for the benefit of the Disclosing Party and Hilton.

DATED:

Execution by attorney

EXECUTED BY the **Interested Party** by)
its duly authorised Attorney under Power)
of Attorney No _____)
and who declares that he/she has)
received no notice of revocation of such)
Power of Attorney as at this date in the)
presence of:)

.....
Attorney

.....
Print Name

.....
Witness

Execution by Australian company

Signed by the **Interested Party**)
pursuant to section 127 of the)
Corporations Act)
)

.....
Director

.....
Director/Secretary

.....
Print Name

.....
Print Name

Execution by foreign company (particular execution requirements will apply)

Signed by the **Interested Party** in)
accordance with its constitution and in)
the presence of:)

.....
Authorised Representative

.....
Print Name

.....
Witness