BILATERAL · NOVEMBER 9, 2018

MEMORANDUM OF AGREEMENT FOR THE DEVELOPMENT OF A PHILIPPINES-CHINA MIXED-USE INDUSTRIAL PARK IN THE NEW CLARK CITY (PCMIP – NCC)

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THE PUBLIC IS INFORMED:

This Memorandum of Agreement (MOA) is executed among:

BASES CONVERSION AND DEVELOPMENT AUTHORITY, a Philippine government instrumentality created by virtue of Republic Act No. 7227, as amended, with office and postal address at BCDA Corporate Center, 2/F Bonifacio Technology Center, 31st Street corner 2nd Avenue, Bonifacio Global City, Taguig City, Philippines, represented here in by its President and Chief Executive Officer, VIVENCIO B. DIZON , who is authorized for this purpose as evidenced by Secretary's Certificate dated 09 November 2018, a copy of which is attached as Annex A, hereinafter referred to as "BCDA";

and

CHINA GEZHOUBA GROUP COMPANY LIMITED, a corporation duly organized under the laws of the People's Republic of China (PROC), with office at Gezhouba Tower, No . 558 Jiefang Avenue, Wuhan, Hubei Province, PROC, represented herein by its Authorized Representative WANG JIANPING, who is duly authorized to represent CGGC, as evidenced by the Power of Attorney with issuing date 17 November 2018, a certified true copy of which is here to attached as Annex B, hereinafter referred to as "CGGC".

In this MOA, BCDA and CGGC are referred to individually as a "Party" and collectively as the " Parties".

ANTECEDENTS

BCDA was created under Republic Act No. 7227 of the Republic of the Philippines, as amended, primarily to convert and develop the former base lands and military camps into productive civilian uses in order to promote economic development.

BCDA is implementing the New Clark City (NCC) Project in the Clark Special Economic Zone, Philippines - a flagship project of the Government of the Republic of the Philippines, which is a modern metropolis with mixed residential, commercial, agro-industrial, institutional, and information technology development, as well as a community of residents , workers, and business establishments within a balanced, healthy, and safe environment.

CGCC is a duly organized and registered company in People's Republic of China involved in the development of water conservancy, hydropower, thermal power, nuclear power, wind power, power transmission & transformation, highways, railways, bridges, municipal works, airports, port, waterways, industrial and civil buildings, as well as real estate, production of cement and civil explosives, and energy engineering.

On 15 November 2017, the Department of Trade and Industry (DTI) of the Republic of the Philippines and the Ministry of Commerce (MOFCOM) of the PROC entered into a Memorandum of Understanding (MOU) for a cooperation on industrial park developments in the Philippines, as part of the Philippine-China Six Year

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Development Program (SYDP) for Economic Development (2016-2022).

The above-mentioned MOU for Cooperation on Industrial Parks Development provides that the DTI and the MOFCOM shall jointly formulate a program on Philippines-China Industrial Parks Development (hereinafter referred to as the "Program") and implement the same in accordance with the said Program.

One of the identified modes of cooperation in the Program is to explore the establishment of industrial parks close to or within existing economic zones in developed industrial agglomeration areas such as the special economic zones under PEZA, Subic Bay Freeport, Clark Special Economic Zone.

As such, the Parties shall create a strategic partnership between themselves and to jointly explore and identify suitable real estate projects for the development of a PCMIP-NCC on an approximately 500-hectare parcel (the "Property") within the New Clark City and for the purposes of promoting and contributing to the economy of the Republic of the Philippines. A location map of the proposed Property is hereto attached as Annex C.

ACCORDINGLY, for and in consideration of the foregoing premises and the mutual covenants hereinafter set forth, the Parties hereto agree as follows:

ARTICLE 1
OBJECTIVE OF THE MEMORANDUM OF AGREEMENT

This MOA aims to formalize cooperation to facilitate collaboration among the Parties for the purpose of developing a mixed use industrial park in the NCC. The Parties have agreed to further utilize the expertise of CGGC in the fields of overall planning, design, development, engineering, construction, utilities development , investments, operation and all other relevant development works for the PCMI pin the New Clark City.

ARTICLE II
UNDERTAKING OF THE PARTIES

BCDA shall:

1. Designate a 500-hectare parcel of land in the NCC for the proposed PCMIP- NCC ("Property") ;

2. Provide all necessary and relevant information on the Property such as site map, topographic survey, coordinates and NCC Comprehensive Master Development Plan to CGGC's duly authorized representatives ;

3. Issue permit to CGGC to access the Property; and

4. Extend necessary assistance to CGGC to finalize its plans/proposal for the PCMIP-NCC

CGGCshall:

1 . Share its expertise with BCDA without any consideration and on a strictly confidential basis, in the fields of overall planning, design, development , engineering, construction, utilities development , investment facilitation, operation and all other relevant development works for the proposed PCMIP; and

2. Submit a proposal without any consideration for the development of the Property which shall adhere to the NCC Comprehensive Master Development Plan, the vision of the NCC and should strictly comply with all pertinent government standards.

ARTICLE III
TERM AND EFFECTIVITY

This MOA shall take effect on the date of the execution here of and shall remain effective for a period of six (6)

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months (the "Term "). Upon the mutual written agreement of the Parties, the term of this MOA may be extended or renewed for another period of six (6) months, to be reckoned from the date of expiration of the original term.

ARTICLE IV
IMPLEMENTING AGREEMENTS

The detailed implementation of this MOA shall be agreed upon by the Parties pursuant to the provisions here of. The implementing agreements may be in the form of, but shall not be limited to, lease agreements, joint venture agreements, and other similar modes of business undertakings allowed by law .

ARTICLE V
PROTECTION OF INFORMATION

5.1. Confidential Information, in the context of the MOA, refers to:

> 5.1. Any data, information, agreement, record, opinion or document relating to the MOA and its subject matter which is disclosed by a party or its authorized representative to the other party or its authorized representative; or,
>
> 5 .2. Information disclosed during or after the term of this MOA, contractual documentation, commercially sensitive or proprietary material data, pricing data, know-how models, formulae, processes, designs, photographs, sketches, drawings, specifications, software, programs, samples, intellectual or industrial property, sensitive security information or information relating to national security and national interest.

5.2 Each Party shall use extraordinary diligence to protect Confidential Information received from or accessed through the other Party.

5.3 A Party which receives Confidential Information (Receiving Party) shall ensure that it and its affiliates, subsidiaries, directors, officers, employees, advisors and agents (Representatives) shall:

> 5.3.1 Keep such information confidential and,
>
> 5.3.2. Not disclose such information to any person except with the disclosing Party's specific prior written consent or as expressly permitted under this MOA.

5.4 The Receiving Party may disclose the information to its Representatives on a need to know basis provided that such recipients are subject to the same confidentiality obligations under this Article.

5.5 Confidential Information shall remain the exclusive property of the Disclosing Party.

5.6 The restrictions shall not apply to information: (a) which is available to the public domain as a result of an action which does not constitute a breach of confidence; (b) which the Receiving Party already possessed or had known through lawful means prior to the Disclosing Party's disclosure; or, (c) which the law requires to be disclosed through judicial or administrative declaration, provided the party requesting disclosure provides reasonable notice to the Disclosing Party allowing it to take appropriate measures to ensure the confidentiality of such information .

5.7 Each Party warrants that its collection, access, use, storage, disposal or disclosure of Confidential Information and other information shall be consistent with applicable local or foreign laws, regulations and directives.

ARTICLE VI
MISCELLANEOUS PROVISIONS

6.1 . This MOA constitutes the entire agreement between the Parties with respect to the subject matter hereof, and

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supersedes all other agreements and representations made by either Party, whether written or oral. Any revision or amendment thereto shall only be by written agreement signed by the Parties .

6. 2 . The failure or delay of any Party to assert or enforce at any time any provision of, or any of its rights under this MOA shall not be construed to be a waiver of such provision, nor in any way to affect the validity of this MOA or any party hereof or the right of any Party thereafter to enforce each and every provision. No waiver of any breach of this Agreement shall be held to constitute a waiver of any other subsequent breach.

6.3. The rights or obligations arising under this MOA cannot be assigned by any Party without the prior written consent of the other Party .

6.4. This MOA shall not create any liability between the Parties. Further, CGGC all persons in their behalf shall hold BCDA; its officers, directors, and employees and representatives free and harmless from and against any and all liabilities, claims, obligations, losses, damages, investigations, penalties, actions, judgments, suits, costs, expenses and disbursements including attorney's fees and expenses arising out of or in connection with conduct of tests, studies and all other activities pursuant to this MOA.

6.5. No fiduciary relationship between the Parties is created by this MOA.

However, the Parties are expected to always act in good faith in the performance of their respective obligations,under this MOA.

6.6. The MOA shall be governed and construed in accordance with Philippine laws.

6.7 In the event that this MOA is translated into any language other than English, and if there is a conflict between the English version and the translated version, the English version shall prevail in all aspects.

SIGNED BY THE PARTIES on November 19, 2018 in Taguig City

BASES CONVERSION AND DEVELOPMENT AUTHORITY:

(Sgd.)
VIVENCIO B. DIZON
President and CEO

CHINA GEZHOUBA GROUP COMPANY LIMITED:

(Sgd.)
WANG JIANPING
Authorized Representative

Signed in the Presence of:

(Sgd.)

(Sgd.)

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