

**DATED**

2 July 2019

**LOAN AGREEMENT**

between

- (1) **CHINA SUN CORPORATION**
- (2) **CENTRAL EAGLE LIMITED**
- (3) **GOLDEN DIAMOND INC.**  
**(“Borrowers”)**

and

- (4) **黔南州黔山资源开发有限责任公司**
- (5) **林萍**
- (6) **庄卫东**
- (7) **邱传智**  
**(“Guarantors”)**

and

- (8) **Noble Wisdom Ever Limited**  
**(“Lender” )**

**CONTENTS**

---

**CLAUSE**

1. DEFINITIONS AND INTERPRETATION.....	4
2. THE FACILITY .....	10
3. PURPOSE.....	11
4. CONDITIONS PRECEDENT .....	11
5. CONDITIONS SUBSEQUENT .....	11
6. INTEREST .....	12
7. DEFAULT INTEREST.....	13
8. REPAYMENT, PREPAYMENT AND CANCELLATION.....	13
9. UTILISATION.....	17
10. FEES, CHARGES AND EXPENSES .....	18
11. TAXES .....	19
12. LIABILITIES AND INDEMNITIES .....	21
13. MITIGATION BY LENDER.....	23
14. REPRESENTATIONS AND WARRANTIES .....	24
15. GENERAL COVENANTS.....	28
17. EVENTS OF DEFAULT.....	33
18. ASSIGNMENT AND TRANSFER .....	36
19. CONFIDENTIAL INFORMATION .....	37
20. SET-OFF.....	38
21. CALCULATIONS AND CERTIFICATES.....	39
22. AMENDMENTS, WAIVERS AND CONSENTS .....	39
23. SEVERANCE.....	40
24. COUNTERPARTS .....	40
25. THIRD PARTY RIGHTS.....	40
26. NOTICES.....	40
27. GOVERNING LAW AND JURISDICTION .....	42

**SCHEDULE**

Schedule 1 CONDITIONS PRECEDENT .....	43
1. Constitutional and corporate documents.....	43
2. The Personal Guarantor (if applicable).....	44
A Certified true copy of the identification document of the Personal Guarantor.....	44

3. Finance Documents .....44

4. Other documents and evidence.....44

Schedule 2 FORM OF DRAWDOWN REQUEST .....45

This Agreement is made on [ 2<sup>nd</sup> ] July 2019

## Parties

- (1) **China Sun Corporation**, a limited company incorporated under the laws of the British Virgin Islands with company number 1994882 whose registered office is at Mandar House, 3<sup>rd</sup> Floor, Johnson's Ghut, Tortola, British Virgin Islands.
- (2) **Central Eagle Limited**, a company incorporated under the laws of the British Virgin Islands with company number 1994885 whose registered office is at Mandar House, 3<sup>rd</sup> Floor, Johnson's Ghut, Tortola, British Virgin Islands.
- (3) **Golden Diamond Inc.**, a company incorporated under the laws of the British Virgin Islands with company number 2008058 whose registered office is at Mandar House, 3<sup>rd</sup> Floor, Johnson's Ghut, Tortola, British Virgin Islands.

**(Parties (1) to (3) together "Borrowers", and each of them "Borrower")**

- (4) **Qiannanzhou Qianshan Resources Development Company Limited** (黔东南州黔山资源开发有限责任公司), a company incorporated under the laws of the PRC with company number 91522701216253015Q who registered office is at 贵州省黔南布依族苗族自治州经济开发区匀东镇坝固社区多杰村. ("**Corporate Guarantor**")
- (5) **Lin Ping** (林萍), holder of Hong Kong identity card No. P103286(4)) of Hip Shing Hong Centre, 55 Des Voeux Road, Central, Hong Kong.
- (6) **Zhuang Weidong** (庄卫东), holder of PRC identity card No. 440301196810210950) of Room 404, No. 46 Building, No. 1 Lianhua Country, Futian District, Shenzhen, PRC.
- (7) **Qiu Chuanzhi** (邱传智), holder of PRC identity card No. 440500197007010019) of Room 901, No. 1 Building, Tongtai Times Square, No. 6259 Bao'an Avenue, Bao'an District, Shenzhen, PRC.

(Parties (5) to (7) together "**Personal Guarantors**", and individually as "**Personal Guarantor**".

- (8) **Noble Wisdom Ever Limited** a company incorporated under the laws of the British Virgin Islands with company number 1944153 whose registered office is at Craigmuir Chambers, Road Town, Tortola, VG1110, British Virgin Islands ("**Lender**").

## BACKGROUND

- (A) China Sun Corporation, Central Eagle Limited and Golden Diamond Inc. propose to acquire 134,072,019 ordinary shares, 124,304,440 ordinary shares and 67,713,141 ordinary shares, respectively, in KEE Holdings Company Limited (stock code:2011) from Glory Emperor Trading Limited (Company No.1875358), a limited company incorporated under the laws of the British Virgin Islands.

- (B) At request of the Borrowers, the Lender has agreed to provide the Borrowers with a secured term loan facility in aggregate sum of HK\$546,852,259.20 solely for the purpose of the acquisition aforementioned in paragraph (A).
- (C) As security for the due and punctual performance by the Borrowers of all their obligations under the Finance Documents:
- (i) 黔南州黔山资源开发有限责任公司 agrees to act as corporate guarantor;
  - (ii) 林萍, 庄卫东 and 邱传智 agree to act as personal guarantors; and
  - (iii) 曾渊良, 潘璐 and 曾源乐 agree to charge their respective shares in 黔南州黔山资源开发有限责任公司, which together represent 100% of its entire share capital, in favour of the Lender.

**IT IS AGREED as follows**

**1. DEFINITIONS AND INTERPRETATION**

**1.1 Definitions**

The following definitions apply in this agreement.

**Affiliate:** in relation to any person, any person that directly or indirectly controls, is controlled by or is under the common control with such person or entity; and for the purposes of this definition only, “control” means (i) the possession, directly or indirectly, of the power to direct the management or policies of a person or entity, whether through the ownership of voting securities, by contract, or otherwise, or (ii) the ownership, directly or indirectly, of at least 50% of the voting securities or other ownership interest of a person or entity.

**Agreement:** this agreement as amended, modified or supplemented from time to time.

**Availability Period:** the period from and including the date of this Agreement to and including [the date falling on the 5<sup>th</sup> Business Days after the date of this Agreement.

**Business Day:** a day other than a Saturday, Sunday or a public holiday or a day on which a tropical cyclone warning signal no.8 or above or a black rainstorm warning signal is hoisted in Hong Kong at any time between 9:00 a.m. and 5:00 p.m when banks in Hong Kong are open for business.

**Change of Control:** a situation where:

- a) any person, or group of connected persons not having control (i.e. having 30% or more of the entire issued capital) of the Borrower on the date of this agreement acquires control of the Borrower; or

- b) any shareholder of the Borrower who owns 30% or more of the issued ordinary share capital of the Borrower on the date of this agreement transfers (whether by a single transfer or a series of transfers at different times) shares constituting, in aggregate, 30% or more in nominal value of the Borrower's issued ordinary share capital without the Lender's prior written consent.

**Commitment:** the principal amount of the Facility set out in clause 2, to the extent not cancelled or reduced under this Agreement.

**Confidential Information:** all information relating to the Borrowers, the Finance Documents or the Facility of which the Lender becomes aware in its capacity as Lender, which is received by the Lender from the Borrowers (or any of the Borrowers' advisers or agents) in whatever form, but excluding any information:

- a) that is or becomes public information other than as a direct or indirect result of any breach by the Lender of clause 19;
- b) is identified in writing by the Borrowers (or any of the Borrowers' advisers) at the time of delivery as non-confidential; or
- c) is known to the Lender before it is disclosed to the Lender by the Borrowers (or any of the Borrowers' advisers or agents) or is lawfully obtained by the Lender from another source, in either case, through no breach of confidentiality of any other party.

**Confidentiality Undertaking:** a confidentiality undertaking in the form agreed by the Borrower and the Lender.

**Disruption Event:** either or both of:

- a) an event (not caused by, and outside the control of, either party) that materially disrupts the systems for payment or communication or the financial markets needed, in each case, to enable either payment to be made or transactions to be carried out under the Finance Documents; or
- b) any other event (not caused by, and outside the control of, the party whose operations are disrupted), that results in disruption (of a technical or systems-related nature) to the treasury or payments operations of a party and which prevents either or both parties from (i) performing its payment obligations under the Finance Documents, or (ii) communicating with the other party as required by the terms of the Finance Documents.

**Drawdown Date:** the date on which a Loan is made, or is to be made.

**Drawdown Request:** a drawdown request, substantially in the form set out in Schedule 2.

**Event of Default:** any event or circumstance listed in clause 17.1 to clause 17.9.

**Extended Repayment Date:** has the meaning ascribed to it in clause 8.1(c).

**Facility:** the term loan facility made available under this Agreement.

**Finance Documents:** means collectively this agreement, the Security Documents, any Drawdown Request, and any other document designated as such by the Lender and the Borrower; and **Finance Document** means any one of them.

**First Repayment Date:** The date falling on the last day of the first sixth months following the Drawdown Date.

**General Offer:** means the mandatory general offer to be made by the Borrowers for all issued shares of the ListCo (except those acquired from the Seller under the SPA) under Rule 26 of The Codes on Takeovers and Mergers and Share Buy-backs.

**Guarantors:** means collectively Corporate Guarantor and Personal Guarantors, and Guarantor means any of them.

**Hong Kong Dollars/ HK\$:** the official currency of the Hong Kong

**Increased Costs:** any:

- a) reduction in the rate of return from the Facility;
- b) additional or increased cost; or
- c) reduction of any amount due and payable under any Finance Document,

which is incurred or suffered by the Lender or any of its Affiliates that is attributable to the Lender having entered into the Commitment or funding or performing its obligations under any Finance Document.

**Indebtedness:** any obligation to pay or repay money, present or future, whether actual or contingent, sole or joint and any guarantee or indemnity of any of those obligations.

**Interest Period:** has the meaning ascribed to it in Clause 6.3.

**Interest Rate:** six per cent per annum (6% p.a.) being the applicable interest rate for each Interest Period during the Drawdown Date up to the Second Repayment Date.

**ListCo:** means KEE Holdings Company Limited, a limited company incorporated under the laws of Cayman Islands with company number F17869 whose registered office is at 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands. The ordinary shares of the ListCo are listed on the main board of The Stock Exchange of Hong Kong Limited (Stock Code: 2011.HK)

**ListCo Shares:** ordinary shares of HK\$0.01 each in the capital of the ListCo.

**ListCo Share Charges:** means the share charges to be executed and delivered by each of the Borrowers, respectively, in favour of the Lender in respect of all the ListCo Shares to be acquired by the Borrowers under the SPA in agreed form, and “**ListCo Share Charge**” means any of the ListCo Share Charges;

**Listing Rules:** means the Rules Governing the Listing of Securities on Main Board of The Stock Exchange of Hong Kong Limited;

**Loan:** a loan made or to be made by the Lender to each of the Borrowers under this Agreement or the principal amount outstanding for the time being of that loan.

**Material Adverse Effect:** any event or circumstance which, in the reasonable opinion of the Lender:

- a) is likely to materially and adversely affect any Borrower's ability to perform or otherwise comply with all or any of its [payment obligations or material obligations] under the Finance Documents;
- b) is likely to materially and adversely affect the business, operations, property, condition (financial or otherwise) or prospects of any Borrower; or
- c) is likely to result in any Finance Document not being legal, valid and binding on, and enforceable in accordance with its terms against, any Borrower.

**Noble Wisdom:** Noble Wisdom Ever Limited (Company No. 1944153), a limited company incorporated under the laws of the British Virgin Islands. Noble Wisdom is a creditor of the Glory Emperor Company Limited.

**Obligors:** means collectively the Borrowers, the Corporate Guarantor and the Personal Guarantors; and **Obligor** means any one of them.

**Permitted Security:** any Security arising under:

- a) the Security Documents; and
- b) Security created or outstanding with the Lender's prior written consent.

**PRC:** means the People's Republic of China, which shall, for the purpose of this Agreement, exclude Hong Kong, Macau Special Administrative Region and Taiwan.

**PRC Chargors:** the chargors of each of the PRC Share Charges, and "PRC Chargor" means any of them.

**PRC Share Charges:** means the share charge to be executed and delivered by Zeng Yuanliang (曾渊良), the share charge to be executed and delivered by Pan Lu (潘璐), and the share charge to be executed and delivered by Zeng Yuanle (曾源乐), in favour of the Lender in respect of their respective shareholding (together representing 100% of the shareholding) of Qiannanzhou Qianshan Resources Development Company Limited (黔南州黔山资源开发有限责任公司). "PRC Share Charge" means any one of them.

**Principal:** means the sum of HK\$ 546,852,259.20.

**Relevant Jurisdiction:** means in relation to an Obligor:

- a) (in the case of a corporate entity) its jurisdiction of incorporation or establishment or (in the case of a natural person) its place of domicile;
- b) any jurisdiction where any asset subject to or intended to be subject to the Security to be created by it is situated;



- c) any jurisdiction where it conducts its business; and
- d) the jurisdiction whose laws govern the perfection of any of the Security Documents entered into by it.

**Second Repayment Date:** The date falling on the first anniversary of the Drawdown Date, which may be extended by the Borrower to the Extended Repayment Date in accordance with the provisions of this Agreement.

**Security:** any mortgage, charge (whether fixed or floating, legal or equitable), pledge, lien, assignment by way of security or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

**Security Documents:** means, collectively, (a) the Listco Share Charges, (b) the PRC Guarantees (if applicable), (c) the PRC Share Charges and (d) each other document required to be executed by an Obligor under or in connection with any of them and a “**Security Document**” means any of them;

**Seller:** Glory Emperor Trading Limited (Company No.1875358), a limited company incorporated under the laws of the British Virgin Islands and having its registered office at NovaSage Chambers, P.O. Box 4389, Road Town, Tortola, British Virgin Islands.

**SPA:** the sale and purchase agreement to be executed and delivered by the Borrowers and the Seller whereby the Seller shall accumulatively sell to the Borrowers and the Borrowers shall accumulatively buy from the Seller 326,089,600 ListCo Shares.

**Tax:** any tax, levy, impost, duty or other charge, fee, deduction or withholding of a similar nature (including any penalty or interest payable in connection with the failure to pay, or delay in paying, any of these).

**Tax Credit:** a credit against, relief or remission for, or repayment of, any Tax.

**Tax Deduction:** a deduction or withholding for, or on account of, Tax from a payment under a Finance Document.

**Tax Payment:** either the increase in a payment the Borrower makes to the Lender under clause 11.1 or a payment under clause 11.2.

**Unpaid Amount:** any sum or amount which is not paid on its due date by any Borrower or the Borrowers under this Agreement or any other Finance Document.

## 1.2 Interpretation

In this Agreement:

- (a) clause, Schedule and paragraph headings shall not affect the interpretation of this Agreement;
- (b) a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or

## Execution Version

agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);

- (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- (d) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (e) a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this Agreement shall be binding on, and enure to the benefit of, the parties to this Agreement and their respective personal representatives, successors, permitted assigns and permitted transferees;
- (f) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (g) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- (h) a reference to a time of day is to Hong Kong time;
- (i) a reference to **writing** or **written** includes fax and email;
- (j) an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- (k) a reference to **this Agreement** (or any provision of it) or to any other agreement or document referred to in this Agreement is a reference to this Agreement, that provision or such other Agreement or document as amended from time to time;
- (l) unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this Agreement and a reference to a paragraph is to a paragraph of the relevant Schedule;
- (m) any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (n) a reference to **directly** or **indirectly** means (without limitation) either alone or jointly with any other person, whether on his own account or in partnership with another (or others) as the holder of any interest in or as officer, employee or agent of or consultant to any other person;
- (o) a reference to a document in **agreed form** is to that document in the form agreed by the Lender and the Borrower and initialled by or on their behalf for identification;
- (p) a reference to an **amendment** includes a novation, re-enactment, supplement or variation (and **amended** shall be construed accordingly);

- (q) a reference to **assets** includes present and future properties, undertakings, revenues, rights and benefits of every description;
- (r) a reference to an **authorisation** includes an approval, authorisation, consent, exemption, filing, licence, notarisation, registration and resolution;
- (s) a reference to a **certified copy** of a document means a copy certified to be a true, complete and up-to-date copy of the original document, in writing and signed by a director or the secretary of the party delivering the document;
- (t) a reference to **continuing** in relation to an Event of Default means an Event of Default that has not been remedied or waived;
- (u) a reference to **determines** or **determined** means, unless the contrary is indicated, a determination made at the discretion of the person making it;
- (v) a reference to a **disposal** of any asset, undertaking or business includes a sale, lease, licence, transfer, loan or other disposal by a person of that asset, undertaking or business (whether by a voluntary or involuntary single transaction or series of transactions);
- (w) a reference to a **regulation** includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, inter-governmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation; [and]
- (x) any accounting terms that are not specifically defined in this agreement shall be construed in accordance with GAAP;

### 1.3 Schedules

The Schedules form part of this Agreement and shall have effect as if set out in full in the body of this agreement. Any reference to this Agreement includes the Schedules.

## 2. THE FACILITY

- (a) The Lender agrees to make available to the Borrowers, the Facility in an amount equal to the Commitment being the sum of HK\$546,852,259.20 on the terms, and subject to the conditions, of this Agreement.
- (b) Each of the Borrowers may utilize the Facility during the Available Period by a single drawdown only and in accordance with clause 9.
- (c) Each Borrower may utilize a loan in an amount not exceeding the maximum loan amount set opposite to its name as set out below:

<b>Name of Borrower</b>	<b>Maximum Loan amount</b>
China Sun Corporation	HK\$224,838,775.86

Central Eagle Limited	HK\$208,458,545.88
Golden Diamond Inc.	HK\$113,554,937.46

**3. PURPOSE**

**3.1 Purpose**

The Borrowers shall apply all monies borrowed by it under this Agreement only for purchase of a total of 326,089,600 ListCo Shares from the Seller in the manner in accordance with the SPA.

**3.2 Monitoring**

The Lender is entitled but not obliged to monitor or verify the application of any amount borrowed pursuant to this Agreement.

**4. CONDITIONS PRECEDENT**

**4.1 Initial conditions precedent**

The Borrowers may not deliver a Drawdown Request unless the Lender has received all the documents and evidence specified in Schedule 1 each in form and substance reasonably satisfactory to the Lender, unless the Lender has waived in writing delivery of such documents pursuant to Clause 4.3.

**4.2 Further conditions precedent**

In addition to Borrowers' compliance with clause 4.1, the Lender's obligation to pay the Loan in accordance with clause 9.5 is also subject to the further conditions precedent that, on both the date of the Drawdown Request and the Drawdown Date:

- (a) the representations and warranties are true and correct in all material respects and will be true and correct in all material respects immediately after the Lender has made the proposed Loan; and
- (b) no Event of Default is continuing or would result from the proposed Loan.

**4.3 Waiver**

The conditions specified in this clause 4 are inserted solely for the Lender's benefit. The Lender may waive them, in whole or in part and with or without conditions, without prejudicing the Lender's right to require subsequent fulfilment of such conditions.

**5. CONDITIONS SUBSEQUENT**

**5.1 Registration of ListCo Share Charge**

The Borrowers shall arrange for registration of the ListCo Share Charges with the Registrar of Corporate Affairs in accordance with the BVI Business Companies Act, 2004 (as amended) no later than 14 Business Days after the date of the relevant ListCo Share Charge.

**5.2 Registration of PRC Guarantee**

The Guarantors shall if possible, use its best efforts to arrange for application for registration of each of the PRC Guarantees (other than the PRC Controller Guarantee) with the relevant PRC governmental authority no later than 15 Business Days of the date of such PRC Guarantees and provide to the Lender, within 60 Business Days of Closing, evidence satisfactory to it of such registration being duly completed (as applicable).

**5.3 Registration of PRC Share Charge**

The PRC Chargors shall arrange for application for registration of each of the PRC Share Charges with the relevant PRC governmental authority no later than 15 Business Days of the date of such PRC Share Charges and provide to the Lender, within 60 Business Days of Closing, evidence satisfactory to it of such registration being duly completed.

**6. INTEREST**

**6.1 Payment of interest**

- (a) The Borrowers shall jointly and severally pay to the Lender interest on each Loan at the Interest Rate, in arrears on the 28th day of the last month of each Interest Period, subject to clause (b) and (c) below; provided that as between the Borrowers (but not against the Lender for the avoidance of doubt), each of the Borrowers shall be responsible to pay to the Lender interest on the relevant Loan drawn down by such Borrower.
- (b) In the event that any of the Borrowers opt to prepay its Loan in full or in part earlier than the First Repayment Date or on a date between the First Repayment Date and Second Repayment Date in accordance with clause 8.2, the interest on that part of the Loan prepaid shall be payable on the prepayment date specified in the relevant prepayment notice served on the Lender.
- (c) In the event that any of the Borrowers shall opt to extend the Second Repayment Date to the Extended Repayment Date in accordance with clause 8.1(c), such Borrower shall pay interest on the outstanding amount of its Loan at the rate of ten per cent (10%) per annum in arrears on the 28th day of the last month of each Interest Period between the Second Repayment Date up to and including the Extended Repayment Date.

**6.2 Calculation of interest**

Interest shall accrue daily on the outstanding amount of a Loan and for the avoidance of doubt, interest on a Loan shall be calculated on a non-compounded basis.

### 6.3 Commencement date of Interest Period

The interest period for a Loan (the “**Interest Period**”) shall be for a period of six months and for the first Interest Period commence from the Drawdown Date and for each subsequent Interest Period, on the last day of the preceding Interest Period.

### 6.4 Non-Business Days

If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period shall, instead, end on:

- (a) the next Business Day in that calendar month, if there is one; or
- (b) the preceding Business Day, if there is not.

## 7. DEFAULT INTEREST

### 7.1 Default interest

- (a) If any of the Borrowers does not pay any amount it is obliged to pay under this Agreement within 30 days after the date when it is due (the “**Grace Period**”), interest shall accrue at the rate set out in clause 7.1(b) on that Unpaid Amount from the first day following the expiry of the Grace Period and ending on the date the Lender receives it, both before and after judgment.
- (b) The rate of interest applicable to the Unpaid Amount shall be 0.05% per day.

### 7.2 Default interest payable on demand

Interest accrued under this clause 7 shall be immediately payable by the Borrowers jointly and severally on demand by the Lender, and if the Borrowers do not pay that interest when due, it shall be added to the Unpaid Amount and compounded at the end of each Interest Period applicable to that Unpaid Amount but will remain immediately due and payable.

## 8. REPAYMENT, PREPAYMENT AND CANCELLATION

### 8.1 Repayment of the Loan

- (a) Subject to Clause 8.6, the Borrowers shall in aggregate repay a principal amount of not less than HK\$100,000,000 together with accrued interest to the Lender on or before the First Repayment Date in cash; provided that as between the Borrowers (but not against the Lender for the avoidance of doubt), the Borrowers shall repay such aggregate principal amount of HK\$100,000,000 pro-rata to the amount of the Loans drawn down by them respectively unless otherwise agreed in writing between the Borrowers.
- (b) Subject to Clause 8.1(c) and Clause 8.6, each Borrower shall repay all outstanding amounts of its Loan (as specified in the Drawdown Request) in full

together with accrued interest (if any) and all other amount accrued under the Finance Documents on the Second Repayment Date; provided that the Borrowers agrees jointly and severally to repay all the outstanding amounts of the Loans with accrued interest on the Second Repayment Date.

- (c) Subject to paragraph (i) and (ii) below having been satisfied and the Lender's written consent (which shall not be unreasonably withheld), each Borrower may extend the Second Repayment Date of its Loan to a date no more than six months from the Second Repayment Date ("**Extended Repayment Date**"):
  - (i) A Borrower seeking to extend the Second Repayment Date shall serve on the Lender a written notice of extension specifying its intended Extended Repayment Date and the amount of which the repayment date be so extended at least two (2) months in advance of the Second Repayment Date;
  - (ii) the Borrowers having in aggregate repaid not less than HK\$200,000,000 in cash on or prior to the Second Repayment Date.

## 8.2 Prepayment

- (a) Subject to Clause 8.5 and 8.6 and compliance with the Codes on Takeovers and Mergers and Share Buy-backs, each of the Borrowers may prepay part or all of the Loans in the form of cash or its equivalent value in the form of ListCo Shares and the Lender may request prepayment of part or all of the Loans in the equivalent value in the form of ListCo Shares by serving, in the case of the Borrowers a prepayment notice to Lender and in the case of the Lender a request for prepayment notice to each of the Borrowers, provided that:
  - (i) the notice specifies the date of such prepayment which shall be not less than five Business Days after the date of the relevant notice and the amount or its equivalent value (where such prepayment is in the form of ListCo Shares) of the prepayment is not less than HK\$5,000,000; and
  - (ii) the prepayment does not result in an Event of Default,subject always to the proviso that where prepayment is in the form of ListCo shares, the Borrowers or the Lender (as the case maybe) shall only be entitled to serve such notice after the completion of the General Offer.
- (b) On prepayment of part or all of a Loan in accordance with clause 8.2(a), the relevant Loan shall immediately be reduced by an amount equal to the amount prepaid.

## 8.3 Illegality

- (a) The Lender may require the Borrowers to prepay their respective Loans, if:

- (i) any law or regulation is introduced or changed, or there is any change in the way any court or regulatory authority interprets or applies any law or regulation which;
- (ii) complying with any direction, request or requirement (whether or not having the force of law) of any monetary agency, central bank, or governmental or regulatory authority; or
- (iii) any judgment, order or direction of any court, tribunal or authority binding on the Lender,

makes it unlawful in any applicable jurisdiction for the Lender to make any Loan, or allow any Loan to remain outstanding or fund or maintain the Commitment, or allow the Commitment to remain outstanding.

- (b) To require prepayment under clause 8.3(a), the Lender shall give notice to the Borrowers demanding prepayment and giving the date for that prepayment (being no earlier than the last day of any applicable grace period permitted by law). The date for prepayment shall be:
  - (c) the next interest payment date; or
  - (d) if earlier, the date the Lender certifies to be the last date for payment under any applicable law, regulation, direction, request, requirement, judgment or order specified in clause 8.3(a).
  - (e) The Borrowers shall prepay the Loan as set out in the notice, together with accrued interest on that Loan and all other sums payable under the Finance Documents.

#### **8.4 Change of Control**

- (a) Each Borrower shall promptly notify the Lender if:
  - (i) there is a Change of Control, or
  - (ii) it becomes aware of circumstances that may result in a Change of Control.

#### **8.5 Repayment, prepayment and cancellation general provisions**

- (a) Any prepayment notice that any of the Borrowers give under this Agreement shall be irrevocable. A prepayment notice shall oblige the relevant Borrower to prepay the relevant amount of its Loan as set out in that notice.
- (b) The relevant Borrower may not re-borrow any part of the Facility which has either been repaid or prepaid under this Agreement.
- (c) Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid, and subject to any break costs payable under clause 12.3, without premium or penalty.



- (d) If any of the Borrowers does not make a prepayment on the date for prepayment specified in this Agreement, or gives a prepayment notice but fails to make the prepayment on the date specified in the prepayment notice, the default interest provisions of clause 7 shall apply to the unpaid repayment or prepayment amount as the case may be.
- (e) No repayment or prepayment is permitted, except in accordance with the express terms of this Agreement.

#### **8.6 Payments by ListCo Share**

- (a) In the event that a Borrower shall make any prepayment by way of ListCo Shares either at its own initiative or at the request by the Lender, the number of ListCo Shares which shall be transferred by that Borrower for settlement of the outstanding amounts of its Loan shall be calculated on the basis of HK\$1.677 per ListCo Share.
- (b) Notwithstanding any other provisions in this Agreement, any prepayment made by a Borrower in the form of ListCo Shares, whether on its own initiative or at the Lender's request, shall at no time result in (i) the aggregate shareholding of the Borrowers in the ListCo falling below 51% of its entire issued share capital at the relevant time or result in a violation of the public float requirements under the Listing Rules; (ii) the aggregate number of ListCo Shares acquired by the Lender (whether through a single or a series of repayment or prepayment by way of ListCo Shares) from the Borrowers to be more than 102,256,880; or (iii) unless agreed in writing by the other Borrowers, the aggregate number of ListCo Shares transferred by it to the Lender be in excess of its proportional shareholding in the ListCo based on the number of ListCo Shares acquired by it under the SPA.
- (c) Any payment made in form of ListCo Shares shall be deemed to be received by the Lender upon the Lender's receipt of the relevant sold notes and instruments of transfer (as applicable) from the relevant Borrower.

#### **8.7 Partial payments**

- (a) If the Lender receives a payment that is insufficient to discharge all the amounts then due and payable by the Borrowers under the Finance Documents, the Lender shall apply that payment in settlement of the obligations of the Borrowers in the following order:
  - (i) first, in or towards payment of any unpaid fees, costs and expenses of the Lender under or in connection with this Agreement;
  - (ii) secondly, in or towards payment of any accrued but unpaid interest in respect of the Loan;

- (iii) thirdly, in or towards payment of any principal due but unpaid under the Loan; and
  - (iv) fourthly, in or towards payment of any other sum due but unpaid under the Finance Documents.
- (b) The provisions of this clause 8.7 shall override any appropriation made by the Borrowers.

## **9. UTILISATION**

### **9.1 Delivery of a Drawdown Request**

Each of the Borrowers may utilize the Facility by delivering a duly completed Drawdown Request to the Lender by not later than 10.00 a.m. on the proposed Drawdown Date (or such shorter time as agreed by the Lender).

### **9.2 Completion of a Drawdown Request**

A Drawdown Request:

- (a) shall only be regarded as having been duly completed if:
  - (i) it has clearly specified the amount borrowed by each Borrower and is duly signed by each Borrower;
  - (ii) the requested Drawdown Date is a Business Day before the end of the Availability Period; and
  - (iii) the requested currency and amount utilization comply with clause 9.3.
- (b) once it has been delivered, is irrevocable.

### **9.3 Currency and amount**

- (a) The currency specified in the Drawdown Request must be Hong Kong Dollars; and
- (b) The aggregate amount of the proposed Loans specified in the Drawdown Requests delivered by each of the Borrowers must be an amount which is no more than the Commitment and the proposed Loans of each of the Borrowers shall not exceed the respective amounts set in clause 2(c):

### **9.4 Cancellation of unused Facility**

If any amount of the Facility is not drawn during the Availability Period, that undrawn amount shall be cancelled automatically at the end of the Availability Period.

### **9.5 Disbursement of Loan**

Subject to satisfaction of all the applicable conditions in clause 4, the Lender shall pay the Loans to each of the Borrowers in Hong Kong Dollars in immediately available cleared funds on the relevant Drawdown Date to, or for the account of Noble Wisdom as specified by the Seller for the purpose of receiving the consideration for sale of the ListCo Shares to the Borrowers pursuant to the SPA.

**9.6 Business Days**

Any payment under any Finance Document which is due to be made on a day which is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one), or the immediately preceding Business Day (if there is not). Any interest or other amount accruing on a daily basis shall be calculated accordingly.

**9.7 Disruption to payment systems**

If either the Lender reasonably determines in good faith, or the Borrowers notify the Lender, that a Disruption Event has occurred:

- (a) the Lender shall in good faith consult and agree with the Borrowers the changes (if any) needed to the operation or administration of the Facility as the Lender, in its absolute discretion, deems reasonably necessary in the circumstances;
- (b) the Lender shall not be obliged to consult the Borrowers about any such changes if in its reasonable opinion and in good faith it is not practical to do so in the circumstances; and
- (c) any change made or agreed under this clause 9.7 shall (whether or not an event is finally determined to be a Disruption Event) be binding on the parties as an amendment of the Finance Documents notwithstanding the provisions of clause 22.

**10. FEES, CHARGES AND EXPENSES**

**10.1 Transaction expenses**

Each of the Parties shall bear its own costs incurred in connection with:

- (a) the negotiation, preparation, execution and perfection of the Finance Documents and the other documents referred to in them; and
- (b) any amendment, extension, waiver, consent or suspension of rights (or any proposal for any of these) relating to a Finance Document or a document referred to in any of them.

**10.2 Enforcement and preservation costs**

The Borrowers shall, on demand, pay to the Lender the amount of all costs and expenses (including legal, printing and out-of-pocket expenses) reasonably and properly incurred

by the Lender in connection with enforcing or preserving any rights under any of Finance Documents on full indemnity basis.

### **10.3 Currency of payments by Borrowers**

- (a) Subject to clause 10.3(b), the currency of account shall be Hong Kong Dollars and all payments that the Borrower makes under this agreement shall be made:
  - (i) in full, without any deduction (except as allowed by clause 11.1), set-off or counterclaim; and
  - (ii) in case of any payments made in cash, in immediately available cleared funds on the due date to an account which the Lender may specify to the Borrowers for the purpose.
- (b) The Borrowers shall pay costs, expenses, Taxes and the like (and any interest payable on those amounts) in the currency in which they are incurred

## **11. TAXES**

### **11.1 Tax gross-up**

- (a) The Borrowers shall make all its payments under the Finance Documents without any Tax Deduction, unless a Tax Deduction is required by law in any applicable jurisdiction.
- (b) The Borrowers shall promptly notify the Lender on becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction). Similarly, the Lender shall notify the Borrowers if it becomes aware that a Tax Deduction must be made on a payment payable to the Lender.
- (c) If the Borrowers are required to make a Tax Deduction by any applicable law from any payment due under any Finance Document, the payment due from the Borrowers shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the sum which would have been received by the Lender had no Tax Deduction been made or required to be made.
- (d) The Borrowers shall make any Tax Deduction under clause 11.1, and any payment required in connection with that Tax Deduction, within the time allowed and for the minimum amount required by the applicable law.
- (e) Within 30 days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Borrowers shall deliver to the Lender evidence reasonably satisfactory to the Lender that either the Tax Deduction has been made or any appropriate payment paid to the relevant taxing authority (as applicable).

### **11.2 Tax indemnity**

- (a) Without prejudice to Clause 11.1 and subject to clause 11.2(b), in the event that the Lender is required to make any payment of or on account of Tax on or in relation to any sum received or receivable under the Finance Documents (including any sum deemed for the purpose of Tax to be received or receivable by the Lender whether or not actually received or receivable) or in the event that any such liability in respect of any such payment is asserted, imposed, levied or assessed against the Lender, the Borrowers shall within three (3) Business Days of demand by the Lender, indemnify the Lender in respect of any loss, liability or cost imposed on or suffered by the Lender directly or indirectly as a result of such payment or liability, together with any interest.
- (b) clause 11.2(a) shall not apply to:
  - (i) any Tax imposed on, or calculated by reference to, the net income, profits or gains actually received or receivable (but, for avoidance of doubt, not any sum deemed to be received or receivable) by the Lender under the law of the jurisdiction in which the Lender is incorporated or resident for tax purposes; or
  - (ii) any Tax imposed on, or calculated by reference to, the net income, profits or gains actually received or receivable (but, for avoidance of doubt, not any sum deemed to be received or receivable) by the office or offices of the Lender (through which the Lender performs its obligations under this agreement) under the law of the jurisdiction in which such office or offices of the Lender is/are located.
  - (iii) the extent that a loss, liability or cost is compensated for by an increased payment under clause 11.1.
- (c) In the event that the Lender intends to make a claim under clause 11.2(a), it shall promptly notify the Borrowers of the event giving rise to that claim.

### 11.3 Tax Credit

If the Borrower makes a Tax Payment and the Lender determines that:

- (a) a Tax Credit is attributable to an increased payment of which that Tax Payment forms part, to that Tax Payment or to a Tax Deduction in consequence of which that Tax Payment was required; and
- (b) that the Lender has obtained and used that Tax Credit,

the Lender shall pay an amount to the Borrowers as the Lender determine to the effect that the Lender (after that payment) shall be left in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by the Borrowers.

### 11.4 Stamp taxes

All stamp duty, registration and other similar Taxes payable in respect of any Finance Document shall be borne by the Lender and Borrowers in equal share (including any stamp duty, registration and other similar Taxes in respect of any payments by ListCo Shares pursuant to clause 8.6), subject to each Borrower being liable for stamp duty, registration and other similar Taxes payable in respect of any Finance Document up to and in proportion to the respective number of Listco Shares acquired by each of them under the SPA).

#### **11.5 Indirect Tax**

- (a) All amounts set out or expressed in a Finance Document to be payable by the Borrower(s) to the Lender shall be deemed to be exclusive of any Indirect Tax. If any Indirect Tax is chargeable on any supply made by the Lender to the Borrowers in connection with a Finance Document, the Borrowers shall pay to the Lender (in addition to and at the same time as paying the consideration) an amount equal to the amount of the Indirect Tax.
- (b) Where a Finance Document requires the Borrowers to reimburse the Lender for any costs or expenses, the Borrowers shall also at the same time pay and indemnify the Lender against all Indirect Tax incurred by the Lender in respect of the costs or expenses to the extent the Lender reasonably determines that it is not entitled to credit or repayment in respect of the Indirect Tax. The Borrower shall pay Taxes and the like (and any interest payable on those amounts) in the currency in which they are incurred, unless the Lender directs otherwise in writing.

#### **11.6 Interpretation of 'determines' or 'determined'**

Unless a contrary indication appears, in this Clause 11 (Taxes) a reference to "determines" or "determined" means a determination made in good faith and at the reasonable discretion of the person making the determination.

### **12. LIABILITIES AND INDEMNITIES**

#### **12.1 Liabilities of the Borrowers**

The payment liabilities of each of the Borrowers under the Finance Documents is joint and several.

#### **12.2 Currency indemnity**

- (a) If any amount due from the Borrowers under any Finance Document (an "Amount"), or any order, judgment or award given or made in relation to an Amount, has to be converted from the currency (the "First Currency") in which that Amount is payable into another currency (the "Second Currency") to:
  - (i) make or file a claim or proof against any Borrower;

- (ii) obtain or enforce an order, judgment or award in relation to any litigation or arbitration proceedings,

the Borrowers shall as an independent obligation, within three Business Days of demand, indemnify the Lender against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (i) the rate of exchange used to convert that Amount from the First Currency to the Second Currency and (ii) the rate or rates of exchange available to that person at the time of its receipt of that Amount.

- (b) Each Borrower waives any right it may have in any jurisdiction to pay any amount under the Finance Documents in a currency other than that in which it is expressed to be payable.

### 12.3 Other indemnities

The Borrowers shall indemnify the Lender within [three] Business Days of demand against any reasonable cost, loss or liability properly incurred by the Lender as a result of:

- (a) the occurrence of any Event of Default;
- (b) any prepayment of the Facility being made other than in accordance with a notice of prepayment given in accordance with the terms of this Agreement;
- (c) a Loan not being made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by the Lender) or the Borrowers purporting to revoke a Drawdown Request;
- (d) any information produced or approved by any Borrower being misleading and/or deceptive in any respect; or
- (e) A failure by any Borrower or Guarantor or PRC Chargor to pay any amount due under a Finance Document on its due date or in the relevant currency.

### 12.4 General indemnity provisions

- (a) Each indemnity in this Agreement:
  - (i) is a separate and independent obligation from the other obligations in this Agreement;
  - (ii) gives rise to a separate and independent cause of action;
  - (iii) applies whether or not any indulgence is granted by the Lender; and
  - (iv) shall continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due under this Agreement, or any other judgment or order.

### **13. MITIGATION BY LENDER**

#### **13.1 Mitigation**

If circumstances arise which would (or would on giving of notice), result in:

- (a) any additional amounts becoming payable under either or both of clause 11.1 and clause 11.2; or
- (b) any prepayment under clause 8.3,

the Lender shall, in consultation with the Borrowers, take such reasonable steps as may be open to it to mitigate or remove the relevant circumstance, including (without limitation) transferring the Facility to another office, or transferring all its rights and obligations under this Agreement to another bank or financial institution.

#### **13.2 Limitation of liability**

- (a) The Lender does not have to take the steps set out in clause 13.1 if it [reasonably] believes that taking them might have an adverse effect on its business, operations or financial condition, be contrary to its banking policies or disadvantage it in any other way.
- (b) Any action of the Lender under clause 13.1 shall:
  - (i) not limit each Borrower's obligations under the Finance Documents; and
  - (ii) be without prejudice to the terms of any of clause 11.1, clause 11.2 and clause 8.3.
- (c) The Borrowers shall indemnify the Lender for all reasonable costs and expenses properly incurred by the Lender as a result of steps taken by it under clause 13.1 within five(5) Business Days of demand by the Lender.

#### **13.3 Conduct of Business by the Lender**

No provision of this Agreement shall:

- (a) interfere with the right of the Lender to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;
- (b) oblige the Lender to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or
- (c) oblige the Lender to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.



## 14. REPRESENTATIONS AND WARRANTIES

Each of the Obligors makes all the representations and warranties in clause 14.1 to clause 14.17 to the Lender on the date of this Agreement.

### 14.1 Due incorporation and status

- (a) Each corporate Obligor is a limited liability company duly incorporated and validly existing under the law of its jurisdiction of incorporation; and
- (b) Each corporate Obligor has the power to own its assets and carry on its business as it is being conducted.
- (c) Each individual Obligor holds a valid (i) Hong Kong Permanent Identity Card; or (ii) PRC passport and is not a citizen or resident of the United States or any other country other than Hong Kong or China.

### 14.2 Powers

- (a) Each corporate Obligor has the power to enter into, deliver and perform, and has taken all necessary action to authorise its entry into, delivery and performance of, the Finance Documents and the transactions contemplated by them.
- (b) Each individual Obligor is of full age and sound mind, fully understands the contents of the Financial Documents and has obtained independent legal advice or has voluntarily waived his right to seek independent legal advice with respect to the Finance Documents to which he is a party and the transactions contemplated thereunder prior to his execution and delivery of the Finance Documents to which he is a party and he fully understands the nature and extent of his obligations and liabilities thereunder and has acted independently and free from any undue influence by any person.
- (c) No order has been made or receiver appointed in respect of each individual Obligor under the Mental Health Ordinance (Cap. 136 of the Laws of Hong Kong) nor has any step or procedure been taken in any other jurisdiction which would restrict each individual Obligor's ability or legal capacity to enter into the Finance Documents to which he is a party or would require the approval of a third party or an authority.
- (d) No limit on its powers will be exceeded as a result of the borrowing or grant of security contemplated by the Finance Documents.

### 14.3 Non-contravention

The entry into and performance by each corporate Obligor of, and the transactions contemplated by, the Finance Documents to which it is a party do not and will not contravene or conflict with:

- (a) any Borrower's constitutional documents;

- (b) any agreement or instrument binding on it or its assets or constitute a default or termination event (however described) under any such agreement or instrument; or
- (c) any law or regulation or judicial or official order, applicable to it.

#### **14.4 Validity and admissibility in evidence**

All acts, conditions and things are required or desirable:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Finance Documents to which it is a party;
- (b) to ensure that the obligations expressed to be assumed by it in the Finance Documents are legal, valid and binding; and
- (c) to make the Finance Documents to which it is a party admissible in evidence in each Relevant Jurisdiction, have been obtained or effected and are in full force and effect (or will be by the time required).

#### **14.5 Authorisations**

- (a) Each corporate Obligor has obtained all required or desirable authorisations to enable it to enter into, exercise its rights and comply with its obligations in the Finance Documents and to make them admissible in evidence in its jurisdiction of incorporation. Any such authorisations are in full force and effect.
- (b) Any person specified as its authorised signatory under paragraph 1.2(b) of Schedule 1 or Clause 15.13(d) is authorised to sign Utilisation Requests (in the case of the Borrower only) and other notices on its behalf.

#### **14.6 Binding obligations**

Subject to any general principles of law limiting its obligations:

- (a) the obligations expressed to be assumed by each corporate Obligor in each Finance Document to which it is a party are legal, valid, binding and enforceable;
- (b) Each individual Obligor has full power and legal capacity to enter into, execute and deliver each Finance Document to which he is a party and to undertake, perform, discharge, observe and comply with all his obligations and liabilities under the Finance Documents to which he is a party.
- (c) the ListCo Share Charge creates (or, once entered into, will create):
  - (i) valid, legally binding and enforceable Security for the obligations expressed to be secured by it; and
  - (ii) subject to registration under the BVI Companies Act, 2004 (as amended) perfected Security over the assets expressed to be subject to security in it,

in favour of the Lender, having the priority and ranking ahead of all (if any) Security and rights of third parties except those preferred by law; and

**14.7 No filing or stamp taxes**

Under the law of each corporate Obligor's jurisdiction of incorporation, it is not necessary to file, record or enrol any Finance Document (other than as provided in clause 14.6) with any court or other authority in that jurisdiction or pay any stamp, registration or similar Taxes in relation to any Finance Document or any transaction contemplated by any Finance Document.

**14.8 Governing law and enforcement**

The choice of Hong Kong law as the governing law of each Finance Document will be recognised and enforced in its jurisdiction of incorporation and any judgment obtained in Hong Kong in relation to a Finance Document will be recognised and enforced in that jurisdiction.

**14.9 Deduction of tax**

It is not required under the law applicable where it is incorporated or resident or at the address specified in this Agreement to make any deduction for or on account of Tax from any payment it may make under any Finance Document.

**14.10 No default**

- (a) No Event of Default is continuing or might reasonably be expected to result from the making of a Loan.
- (b) No other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination thereof, would constitute) a default or termination event (howsoever described) under any other agreement or instrument which is binding on it or to which any of its assets is subject which has a Material Adverse Effect.

**14.11 Information**

The information, in written or electronic format, supplied by, or on behalf of, each corporate Obligor to the Lender in connection with the Facility and the Finance Documents was, at the time it was supplied or at the date it was stated to be given (as the case may be):

- (a) if it was factual information, complete, true and accurate in all material respects;
- (b) if it was a financial projection or forecast, prepared on the basis of recent historical information and on the basis of reasonable assumptions and was arrived at after careful consideration;

- (c) if it was an opinion or intention, made after careful consideration and was fair and made on reasonable grounds; and
- (d) not misleading in any material respect, nor rendered misleading by a failure to disclose other information,

except to the extent that it was amended, superseded or updated by more recent information supplied by, or on behalf of, the Borrowers to the Lender.

**14.12 No litigation**

No litigation, arbitration or administrative proceedings of or before any court, arbitral tribunal or agency has been commenced or threatened against any corporate Obligor, any of its directors or any of its assets, which, if adversely determined, could have a Material Adverse Effect.

**14.13 No breach of law**

Each corporate Obligor has not breached any law or regulation currently applicable to it which breach has or is likely to have a Material Adverse Effect.

**14.14 Priority**

Each Borrower's payment obligations under the Finance Documents at all time rank in priority over all existing and future secured and subordinated obligations (including contingent obligations), except for those mandatorily preferred by law applying to companies generally.

**14.15 Ownership of assets**

- (a) Each Borrower will be the sole legal and beneficial owner of, and has good, valid and marketable title to the Listco Shares acquired by it under the SPA and no Security exists over them except for the Permitted Security.
- (b) To the best knowledge and belief of the Obligors, each PRC Chargor is the sole legal and beneficial owner of, and has good, valid and marketable title to the shares charged under the relevant PRC Share Charge and no Security exists over them except for the Permitted Security.

**14.16 No Insolvency**

- (a) No insolvency or bankruptcy proceeding, creditors' process or other similar procedure or step has been taken or pending against it, or to its knowledge, threatened against any corporate Obligor.
- (b) Each individual Obligor:
  - (i) is able to meet his obligations and pay his debts as they fall due;
  - (ii) is not bankrupt;

- (iii) has not suspended making payments on any of his debts by reason of financial difficulties;
- (iv) has not commenced negotiations with one or more of his creditors with a view of rescheduling any of his indebtedness by reason of financial difficulties;
- (v) does not admit (nor has he admitted) any inability to pay his debts as they fall due; and
- (vi) has not committed an act of bankruptcy.

**14.17 Immunity**

- (a) Each corporate Obligor's entry into the Finance Documents to which it is a party, and the exercise by it of its rights and performance of its obligations under the Finance Documents will constitute private and commercial acts performed for private and commercial purposes.
- (b) Each corporate Obligor will not be entitled to claim immunity from suit, execution, attachment or other legal process in any proceedings taken in its jurisdiction of incorporation or domicile in relation to the Finance Documents to which it is a party.

**14.18 Repetition**

The Borrowers repeat the representations and warranties in this clause 14 on:

- (a) the date of the Drawdown Request; and
- (b) the Drawdown Date;

by reference to the facts and circumstances existing on each such date.

**15. GENERAL COVENANTS**

The Borrowers covenant with the Lender as set out in clause 15.2 to clause 15.14 and undertakes to comply with those covenants.

**15.1 Continuing obligations**

The covenants given by the Borrowers in this clause 15 shall remain in force from the date of this Agreement for so long as any amount remains outstanding under the Finance Documents or any Commitment is in force.

**15.2 Negative pledge**

- (a) The Borrowers shall not:

- (i) create, or permit to subsist, any Security on or over the ListCo Shares to be acquired them under the SPA; or
  - (ii) sell, transfer or otherwise dispose of any of the ListCo Shares to be acquired them under the SPA; or
  - (iii) enter into any other preferential arrangement having a similar effect.
- (b) Clause (a) shall not apply to any Security which is Permitted Security.

### 15.3 Disposals

The Borrowers shall not sell, assign, transfer or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in the ListCo Shares to be acquired by them under the SPA without prior written consent of the Lender, save for in the event that after the completion of the General Offer, less than the minimum percentage of ListCo Shares are held by the public as prescribed under the Listing Rules, each of the Borrowers shall be entitled to take or procure all necessary steps, including but not limited to the placing of any ListCo Shares held by them.

### 15.4 Notification of default

- (a) The Borrowers shall notify the Lender of any Event of Default (and the steps, if any, being taken to remedy it) promptly on becoming aware of its occurrence.
- (b) The Borrowers shall, promptly on reasonable request by the Lender, supply a certificate signed by two of its director(s) or a director and a senior officer on its behalf certifying that no Event of Default is continuing (or, if an Event of Default is continuing, specifying the Event of Default and the steps, if any, being taken to remedy it).

### 15.5 Tax affairs

The Borrowers shall:

- (a) file all tax returns required to be filed within the time period allowed; and
- (b) pay all Taxes shown to be due and payable on such returns or any assessments made against it within the time period allowed (other than amounts being contested in good faith in respect of which payment may be lawfully withheld and in respect of which it maintains appropriate reserves).

### 15.6 Authorisations

The Borrower shall promptly obtain all consents and authorisations under any law or regulation (and do all that is needed to maintain them in full force and effect) to enable it to perform its obligations under the Finance Documents and to ensure the legality, validity, enforceability and admissibility in evidence of the Finance Documents in its jurisdiction of incorporation.

### 15.7 Compliance with law

The Borrowers shall comply in all respects with all relevant laws to which it may be subject, if failure to do so would materially impair its ability to perform its obligations under the Finance Documents.

**15.8 Merger**

The Borrowers shall not enter into any amalgamation, demerger, merger or corporate reconstruction.

**15.9 Change of business**

The Borrowers shall not make any substantial change to the general nature or scope of their respective business as carried on at the date of this Agreement.

**15.10 Financial statements**

Each Borrower shall supply to the Lender copies of:

- (a) as soon as they become available, but in any event within 180 days after the end of each of its financial years, its unaudited financial statements for that financial year; and
- (b) as soon as they become available, but in any event within 90 days after the end of each half of each of its financial years, its unaudited financial statements for that financial half year in accordance with clause 15.12.

**15.11 Certification of financial statements**

Each set of financial statements delivered to the Lender by the Borrowers shall be certified by a director of the relevant Borrower as giving a true and fair view of its financial condition as at the date at which those financial statements were drawn up.

**15.12 Financial statements requirements**

The Borrowers shall ensure that the financial statements delivered to the Lender shall present a true and fair view of the Borrower's assets, liabilities, financial position and profit or loss during the relevant accounting period.

**15.13 Further information**

Each Borrower shall supply to the Lender:

- (a) all documents dispatched by it to its shareholders (or any class of them), or its creditors generally, at the same time as they are dispatched;
- (b) details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against the Borrower or any of its directors as soon as it becomes aware of them, and which might, if adversely determined, have a Material Adverse Effect; and

- (c) promptly, any further information about the financial condition, business and operations of the Borrower that the Lender may reasonably request.
- (d) promptly, notice of any change in its authorised signatories signed by its director or company secretary accompanied by specimen signatures of any new authorised signatories.

#### **15.14 Know your customer**

If the Lender is obliged for any reason to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, the Borrowers shall, promptly on the request of the Lender, supply (or procure the supply of) such documentation and other evidence as is reasonably requested in order for the Lender to carry out, and be satisfied that it has complied with, all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

### **16. GUARANTEE AND INDEMNITY**

#### **16.1 Increased costs**

The Guarantors irrevocably and unconditionally and jointly and severally:

- (a) guarantee to the Lender the due and punctual performance by the Borrowers of all its obligations under the Finance Documents;
- (b) undertake with the Lender that, whenever the Borrowers do not perform any obligation when due under or in connection with any Finance Document, it must immediately on demand by the Lender to perform that obligation as if it were the Borrowers; and
- (c) as an independent and primary obligation, agree to indemnify the Lender immediately on demand against any reasonable cost, loss or liability suffered by it if any obligation guaranteed by the Guarantors and/or the Borrowers is or becomes unenforceable, invalid or illegal.

#### **16.2 Continuing guarantee**

- (a) This guarantee is a continuing guarantee and will extend to the ultimate balance of all sums payable and all other obligations to be performed by the Borrowers under the Finance Document, regardless of any intermediate payment or discharge in whole or in part.
- (b) If any discharge (whether in respect of the obligations of the Borrower or any security for those obligations or otherwise), release or arrangement is made in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation, administration or



otherwise without limitation, the liability of the Guarantors under this Clause 16 shall continue or be reinstated as if the discharge, release or arrangement had not occurred. The Lender may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration

### **16.3 Waiver of defences**

The joint and several obligations of the Guarantors under this Clause 16 shall not be affected by any act, matter, omission or thing which, but for this provision, would reduce, release or prejudice any of his obligations under this Clause 16 (without limitation and whether or not known to it or any of the Lender), including:

- (a) any time, consent or waiver granted to, or composition with, any person;
- (b) any release of any person under the terms of any composition or arrangement;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any person;
- (d) any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any person;
- (f) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case however fundamental and of whatsoever nature, and whether or not more onerous) or replacement of a Finance Document or any other document or security;
- (g) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under any Finance Document or any other document or security; or
- (h) any insolvency or similar proceedings.

### **16.4 Immediate recourse**

Each Guarantor waives any right it may have of first requiring the Lender (or any trustee or agent on its respective behalf) to proceed against or enforce any other right or security or claim payment from any person before claiming from any Guarantor under this Clause 16. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

### **16.5 Appropriations**

Until all obligations which are to or may be performed by the Borrower under the Finance Documents have been irrevocably performed, the Lender (or any trustee or agent

on its respective behalf) may without affecting the liability of any of the Guarantors under this Clause 16:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Lender (or any trustee or agent on its behalf) in respect of those amounts; or
- (b) apply and enforce them in such manner and order as it sees fit (whether against those amounts or otherwise); and
- (c) hold in an interest-bearing suspense account any moneys received from any Guarantor or on account of that Guarantor's liability under this Clause 16.

#### **16.6 Deferral of the Guarantors' rights**

Unless all obligations of the Borrower under the Finance Documents have been fully performed or the Lender otherwise directs or consents, none of the Guarantors shall:

- (a) take the benefit (in whole or in part whether by way of subrogation or otherwise) of any rights, security or moneys held, received or receivable by the Lender (or any trustee or agent on its behalf);
- (b) be entitled to any right of contribution or indemnity in respect of any payment made or moneys received on account of any Guarantor's liability under this Clause 16;
- (c) bring legal or other proceedings for an order requiring any Borrower to make any payment or perform any obligation, in respect of which any of the Guarantors has given a guarantee, undertaking or indemnity;
- (d) claim, rank, prove or vote as a creditor of any of Borrowers or its estate in competition with the Lender (or any trustee or agent on its behalf); or
- (e) receive, claim or have the benefit of any payment, distribution or security from or on account of any Borrower, or exercise any right of set-off as against any Borrower. The Guarantors shall hold in trust for and immediately pay or transfer to the Lender any payment or distribution or benefit of security received by it contrary to this Clause 16.6 or in accordance with any directions given by the Lender under this Clause 16.6.

#### **16.7 Additional Security**

This guarantee jointly and severally provided by the Guarantors is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by the Lender.

#### **17. EVENTS OF DEFAULT**

Each of the events or circumstances set out in clause 17.1 to clause 17.9 is an Event of Default.

**17.1 Non-payment**

The Borrowers fail to pay any sum payable by it under any Finance Document within 30 days from the day when it is due.

**17.2 Non-compliance**

The Borrowers fail to comply with any provision of the Finance Documents and (if the Lender considers, acting reasonably, that the default is capable of remedy) such default is not remedied within 14 days of the Lender notifying the Borrowers of the default and the remedy required.

**17.3 Misrepresentation**

Any representation, warranty or statement made, repeated or deemed made by any Obligor in, or pursuant to, the Finance Documents is (or proves to have been) incomplete, untrue, incorrect or misleading when made, repeated or deemed made.

**17.4 Cross Default**

- (a) Any Financial Indebtedness of any Obligor not paid when due nor within any originally applicable grace period.
- (b) Any Financial Indebtedness of any Obligor is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).
- (c) Any commitment for any Financial Indebtedness of any Obligor is cancelled or suspended by a creditor of any Obligor as a result of an event of default (however described).
- (d) Any creditor of any Obligor becomes entitled to declare any Financial Indebtedness of any Obligor due and payable prior to its specified maturity as a result of an event of default (however described).
- (e) No Event of Default will occur under this Clause 17.4 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (a) to (d) above is less than HK\$5,000,000 (or its equivalent in any other currency or currencies).

**17.5 Cessation of business**

Any Borrower suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business.

**17.6 Insolvency**

- (a) Any Obligor stops or suspends payment of any of its debts or is unable to, or admits its inability to, pay its debts as they fall due.

- (b) Any Obligor enters into any composition, compromise, assignment or arrangement, with one or more of its creditors (excluding the Lender) with a view to rescheduling any of its Indebtedness (because of actual financial difficulties).
- (c) A moratorium is declared in respect of any Indebtedness of any Borrower.
- (d) Any action, proceedings, procedure or step is taken in relation to:
  - (i) the suspension of payments, a moratorium of any Indebtedness, winding up, dissolution, administration or reorganisation (using a voluntary arrangement, scheme of arrangement or otherwise) of any Borrower; or
  - (ii) a composition, compromise, assignment or arrangement with any creditor of any Borrower; or
  - (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any Borrower or any of its assets.
- (e) Any event occurs in relation to any Borrower that is analogous to those set out in clause 17.6(a) to clause 17.6(d) (inclusive) in any jurisdiction.
- (f) Clause 17.6(d) shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within two months of commencement or, if earlier, the date on which it is advertised. The ending of any moratorium referred to in clause 17.6(c) shall not remedy any Event of Default caused by that moratorium.

**17.7 Illegality**

All or any part of any Finance Document becomes invalid, unlawful, unenforceable, terminated, disputed or ceases to be effective or to have full force and effect.

**17.8 Repudiation**

Any Borrower repudiates or evidences an intention to repudiate the Finance Documents or any of them.

**17.9 Material adverse change**

Any event occurs (or circumstances exist) which, in the reasonable opinion of the Lender, has a Material Adverse Effect.

**17.10 Acceleration**

On and at any time after the occurrence of an Event of Default, the Lender may:

- (a) by notice to the Borrower:

- (i) cancel the outstanding Commitment whereupon it shall immediately be cancelled; and/or
  - (ii) declare that all outstanding Loans, accrued interest and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, whereupon they shall become immediately due and payable; and/or
  - (iii) declare that all outstanding Loans be payable on demand, whereupon they shall immediately become payable on demand by the Lender; and/or
- (b) exercise any or all of its rights, remedies, powers or discretions under the ListCo Share Charges and PRC Share Charges.

## **18. ASSIGNMENT AND TRANSFER**

### **18.1 Assignment and transfer by the Lender**

The Lender shall not

- (a) assign any of its rights under the Finance Documents; or
- (b) transfer all of its rights or obligations by novation,

to another entity or person, save and except to any of its Affiliates.

### **18.2 Conditions of assignment or transfer**

- (a) If:
  - (i) the Lender assigns any of its rights or transfers all of its rights or obligations under the Finance Documents; and
  - (ii) as a result of circumstances existing at the date of the assignment or transfer, the Borrowers would be obliged to make a payment to any assignee or transferee under clause 11.1 or clause 11.2,

then such assignee or transferee is only entitled to receive those payments to the same extent that the Lender would have been so entitled if the assignment or transfer had not occurred.

- (b) the Lender shall give five (5) Business Days' written notice to Borrower prior to any assignment or transfer under clause 18.1.
- (c) The consent of the Borrowers is required for an assignment or transfer by the Lender unless:
  - (i) the assignment or transfer is to an Affiliate of the Lender; or
  - (ii) an Event of Default is continuing.

Any such consent must not be unreasonably withheld or delayed and if not expressly refused within five Business Days shall be deemed given.

**18.3 Assignment or transfer by the Borrower**

The Borrowers may not assign any of its rights or transfer any of its rights or obligations under the Finance Documents.

**19. CONFIDENTIAL INFORMATION**

**19.1 Confidentiality**

The Lender agrees to keep all Confidential Information confidential and not disclose it to anyone other than in accordance with clause 19.2.

**19.2 Disclosure of confidential information**

The Lender may disclose:

- (a) to an Affiliate and any of its or its Affiliate's officers, directors, employees, professional advisers and auditors, in addition to any publicly available information, such Confidential Information as the Lender shall consider appropriate, if the person to whom the information is given is informed that it:
  - (i) is confidential; and
  - (ii) may be price-sensitive,except that the Lender does not need to inform the recipient of (i) and (ii) above, if the recipient is subject to professional obligations to maintain the confidentiality of the information;
- (b) to any person with (or through) whom it enters into (or may enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, this Agreement and/or the Borrower (and any of their professional advisers), in addition to any publicly available information, such Confidential Information as the Lender shall consider appropriate, if the person to whom the information is given has entered into a Confidentiality Undertaking, except that there shall be no requirement for a Confidentiality Undertaking if the recipient is subject to professional obligations to maintain the confidentiality of the information;
- (c) to any governmental, banking, taxation or regulatory authority or similar body, or any other person to the extent that it is required to do so by any applicable law, regulation, court order or the rules of any relevant stock exchange, such Confidential Information as the Lender shall consider appropriate, if the person to whom the information is given is informed that it:

- (i) is confidential; and
- (ii) may be price-sensitive,

except that the Lender does not need to inform the person of (i) and (ii) above, if it considers it is not practicable to do so in the circumstances; or

- (d) to any person to whom information is required to be disclosed in connection with, and for the purpose of, any litigation, arbitration, administrative or other investigations, proceedings or disputes, such Confidential Information as the Lender shall consider appropriate, if the person to whom the information is given is informed that it:

- (i) is confidential; and
- (ii) may be price-sensitive,

except that the Lender does not need to inform the person of (i) and (ii) above, if it considers it is not practicable to do so in the circumstances.

### **19.3 Entire agreement**

This clause 19 constitutes the entire agreement between the parties in relation to the obligations of the Lender under the Finance Documents regarding Confidential Information and supersedes any previous agreement regarding Confidential Information.

### **19.4 Continuing obligations**

The obligations in this clause 19 are continuing and will remain binding on the Lender for a period of twelve months from the earlier of:

- (a) the date on which all amounts payable by the Borrowers under or in connection with this Agreement have been paid in full or the Commitment has been cancelled or otherwise cease to be available; and
- (b) the date on which the Lender ceases to be the Lender.

## **20. SET-OFF**

### **20.1 Lender may set-off**

The Lender may at any time set off any liability of the Borrowers to the Lender against any liability of the Lender to the Borrowers, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. If the liabilities to be set off are expressed in different currencies, the Lender may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Lender of its rights under this clause 20.1 shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

### **20.2 No obligation to set-off**

The Lender is not obliged to exercise its rights under clause 20.1, but if the rights are exercised, the Lender shall promptly notify the Borrowers of the set-off that has been made.

## **21. CALCULATIONS AND CERTIFICATES**

### **21.1 Accounts**

The Lender shall maintain accounts evidencing the amounts owed to it by the Borrowers, in accordance with its usual practice. Entries in those accounts shall, in absence of manifest errors, be prima facie evidence of the existence and amount of the Borrowers' obligations as recorded in them.

### **21.2 Certificates and determinations**

If the Lender issues any certificate, determination or notification of a rate or any amount payable under this Agreement, it shall be (in the absence of manifest error) conclusive evidence of the matter to which it relates.

### **21.3 Day count convention**

Any interest, commission or fee shall accrue on a day-to-day basis, calculated according to the actual number of days elapsed and a year of 365 days.

## **22. AMENDMENTS, WAIVERS AND CONSENTS**

### **22.1 Amendments**

No amendment of any Finance Document shall be effective unless it is in writing and signed by, or on behalf of, each party to it (or its authorised representative).

### **22.2 Waivers and consents**

- (a) A waiver of any right or remedy under any Finance Document or by law, or any consent given under any Finance Document, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.
- (b) A failure or delay by a party to exercise any right or remedy provided under any Finance Document or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm any Finance Document. No single or partial exercise of any right or remedy provided under any Finance Document or by law shall prevent or restrict the further exercise of that or any other right or



remedy. No election to affirm any Finance Document by the Lender shall be effective unless it is in writing.

**22.3 Rights and remedies**

The rights and remedies provided under each Finance Document are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

**23. SEVERANCE**

**23.1 Severance**

If any provision (or part of a provision) of any Finance Document is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of the relevant Finance Document.

**24. COUNTERPARTS**

**24.1 Counterparts**

Each Finance Document may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one and the same instrument.

- (a) No counterpart shall be effective until each party has executed at least one counterpart.

**25. THIRD PARTY RIGHTS**

**25.1 Third party rights**

Unless otherwise expressly provided in this Agreement, any person who is not a party to this Agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance, Chapter 623 of the Laws of Hong Kong, to enforce or to enjoy the benefit of any provisions of this Agreement. For the avoidance of doubt, this provision does not affect any right or remedy of a third party which exists or is available otherwise than from the said Ordinance; provided that the terms of this Agreement may be varied from time to time or rescinded without the consent of any person who is not a party to this Agreement and section 6(1) of the Contracts (Rights of Third Parties) Ordinance, Chapter 623 of the Laws of Hong Kong, shall not apply to this Agreement.

**26. NOTICES**

**26.1 Delivery**

Any notice or other communication given to a party under or in connection with any Finance Document shall be:

- (a) in writing;
- (b) delivered by hand by pre-paid recorded mail or sent by fax or email; and
- (c) sent to:
  - (i) **China Sun Corporation at:**  
Room 901, No. 1 Building, Tongtai Times Square, No. 6259 Bao'an Avenue, Bao'an District, Shenzhen, PRC  
  
Fax: N/A  
Email: [Qiuchuanzhi@126.com](mailto:Qiuchuanzhi@126.com)  
Attention: Qiu Chuanzhi
  - (ii) **Central Eagle Limited at:**  
Room 404, No. 46 Building, No. 1 Lianhua Country, Futian District, Shenzhen, PRC  
  
Fax: N/A  
Email: [Zhuangweidong88@gmail.com](mailto:Zhuangweidong88@gmail.com)  
Attention: Zhuang Weidong
  - (iii) **Golden Diamond Inc. at:**  
Hip Shing Hong Centre, 55 Des Voeux Road, Central, Hong Kong  
Email: [1724374231@qq.com](mailto:1724374231@qq.com)  
Attention: Lin Ping
  - (iv) **Noble Wisdom Ever Limited**  
27/F, AIA Central, 1 Connaught Road, Central, Hong Kong  
Fax: (852) 3577 8908  
Email: [cgchengang@chamc.com.cn](mailto:cgchengang@chamc.com.cn)  
Attention: Chen Gang, Guo Yiyuan

or to any other address or fax number as is notified in writing by one party to the other by no less than 5 Business Days' notice from time to time.

## 26.2 Receipt by Borrowers

Any notice or other communication that the Lender gives to the Borrowers under or in connection with any Finance Document shall be deemed to have been received:

- (a) if delivered by hand, at the time it is left at the relevant address;
- (b) if sent by pre-paid registered mail, on the third Business Day after posting;
- (c) if sent by fax, at the time of transmission; and
- (d) if sent by email, at the time of transmission.

A notice or other communication given as described in clause 26.2(a) or clause 26.1(c) on a day that is not a Business Day, or after 6:00 pm, in the place it is received, shall be deemed to have been received at 9:00 am on the next Business Day.

## **27. GOVERNING LAW AND JURISDICTION**

### **27.1 Governing law**

This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Hong Kong.

### **27.2 Jurisdiction**

Each party irrevocably agrees that, subject as provided below, the courts of Hong Kong shall have exclusive jurisdiction over any dispute or claim that arises out of or in connection with this Agreement or its subject matter or formation. Nothing in this clause shall limit the right of the Lender to take proceedings against any party to this Agreement in any other court of competent jurisdiction, nor shall the taking of proceedings in any one or more jurisdictions preclude the taking of proceedings in any other jurisdictions, whether concurrently or not, to the extent permitted by the law of such other jurisdiction.

**AS WITNESS the Parties have caused this Agreement to be executed the day and year first above written.**

*(Remainder of this page is intentionally left blank).*

**Schedule 1 CONDITIONS PRECEDENT**

**1. Constitutional and corporate documents**

- 1.1 A copy of the following constitutive and organizational documents of each corporate Obligor:
- (a) The current memorandum and articles of association;
  - (b) The certificate of incorporation and the certificate(s) of incorporation on change of name (if any);
  - (c) the current register of directors and certificate of incumbency (as applicable) and (if any) register of charges;
- 1.2 A copy of the resolutions duly passed by the board of directors or the equivalent corporate authorization of each corporate Obligor:
- (a) approving the terms of and the transactions contemplated by the Finance Documents and resolving that it shall execute, deliver and perform the Finance Documents to which it is a party;
  - (b) authorising a specified person or persons to execute on its behalf the Finance Documents to which it is a party; to give all notices (including any Drawdown Request; and take all other action in connection with the Finance Documents; and
- 1.3 A specimen of the signature of each person authorised by the resolutions or the equivalent corporate authorization referred to in paragraph 1.2 of this Schedule 1.
- 1.4 A certificate, signed by a director of each corporate Obligor, confirming that borrowing the Commitment would not cause any borrowing, security or similar limit binding on the Borrower to be exceeded.
- 1.5 A certificate signed by a director or an authorised signatory of each corporate Obligor, certifying that each copy document relating to it provided under this Schedule 1 is correct, complete and in full force and effect at a date no earlier than the date of this Agreement.

**2. The Personal Guarantor (if applicable)**

A Certified true copy of the identification document of the Personal Guarantor.

**3. Finance Documents**

3.1 This Agreement, duly executed by each Obligor.

3.2 Each of the Security Documents (together with all associated and/or ancillary documentation referred to therein or required by its terms) having been duly executed by the Borrowers and the Guarantors and having been delivered to the Lender or the Lender's legal representatives.

**4. Other documents and evidence**

4.1 The draft announcement of the ListCo in relation to the SPA in accordance with Rule 3.5 of the Codes on Takeovers and Mergers and Share Buy-backs.

4.2 A certified copy of any power of attorney under which the relevant Borrower may execute the Finance Documents (if applicable).

**Schedule 2 FORM OF DRAWDOWN REQUEST**

From: [Name of Borrower]

To: Noble Wisdom Ever Limited

Date: [DATE]

Dear Sirs,

**The Loan Agreement between China Sun Corporation, Central Eagle Limited and Golden Diamond Inc. as Borrowers, Qiannanzhou Qianshan Resources Development Company Limited (黔南州黔山资源开发有限责任公司) as Corporate Guarantor, Lin Ping 林萍, Zhuang Weidong(庄卫东)and Qiu Chuanzhi (邱传智) as Personal Guarantor and Noble Wisdom Ever Limited as Lender dated [ DATE ]July 2019 (the "Loan Agreement")**

1. We refer to the Loan Agreement. This is a Drawdown Request. Unless otherwise defined herein or the context otherwise requires, words and expressions defined in the Loan Agreement have the same meaning in this Drawdown Request.
2. We give you notice that we wish to draw down the following Loan on [DATE]:
  - (A) **Drawdown Amount:** HK\$ [ ]
3. The Loan is to be made available by credit to [ACCOUNT DETAILS].
4. We confirm that, on today's date and the proposed Drawdown Date:
  - (A) The representations and warranties specified in Clause 14 are true and correct in all material respects, and will be true and correct in all material respects immediately after the proposed Loan.
  - (B) No Event of Default is continuing or would result from the proposed Loan.
5. This Drawdown Request is irrevocable.

-----  
For and on behalf of  
[Name of Borrower]

EXECUTION PAGES

The Borrowers

SIGNED BY QIU CHUANZHI

for and on behalf of  
CHINA SUN CORPORATION

in the presence of:

)  
) *For and on behalf of*  
) **CHINA SUN CORPORATION**  
)   
) .....  
) *Authorized Signature(s)*  
)  
)



Witness Name: **Sze Ka Yee**  
Witness title: **Solicitor**  
Witness address: **Locke Lord  
Hong Kong SAR**





SIGNED BY LIN PING

for and on behalf of  
GOLDEN DIAMOND INC.

in the presence of:

)  
 ) *For and on behalf of*  
 ) **GOLDEN DIAMOND INC.**  
 ) 金鑽有限公司  
 )  
 )   
 ) .....  
 ) *Authorized Signature(s)*  
 )




---

Witness Name: **Sze Ka Yee**  
 Witness title: **Solicitor**  
 Witness address: **Locke Lord**  
**Hong Kong SAR**

**The Corporate Guarantor**

**SIGNED AND SEALED BY** PAN LU  
for and on behalf of  
黔南州黔山资源开发有限责任公司

)  
)  
)  
)  
)  
)  
)  
)  
)

潘璐

in the presence of:



---


Witness Name: **Sze Ka Yee**  
Witness title: **Solicitor**  
Witness address: **Locke Lord**  
**Hong Kong SAR**

**The Personal Guarantors**  
**SIGNED BY 林萍**

)  
)  
)  
)  
)  
)  
)  
)



in the presence of:

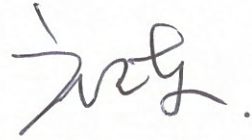


---

Witness Name: **Sze Ka Yee**  
Witness title: **Solicitor**  
Witness address: **Locke Lord**  
**Hong Kong SAR**

SIGNED BY 庄卫东

)  
)  
)  
)  
)  
)  
)  
)  
)  
)



in the presence of:



---

Witness Name: **Sze Ka Yee**  
Witness title: **Solicitor**  
Witness address: **Locke Lord**  
**Hong Kong SAR**



**The Lender**

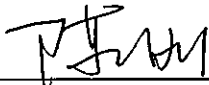
**SIGNED BY**

WONG YAN

for and on behalf of  
**NOBLE WISDOM EVER LIMITED**  
in the presence of:

)  
)  
)  
)  
)

Wong Yan



Witness Name: CHEN GANG

Witness title: Director

Witness address: 22/F, 81A CENTRAL, HK