

**DATED** 2<sup>nd</sup> **JULY 2019**

Between

**GOLDEN DIAMOND INC.**

as Chargor

and

**NOBLE WISDOM EVER LIMITED**

as Chargee

**SHARE CHARGE**

relating to certain issued shares of

**KEE HOLDINGS COMPANY LIMITED (Stock Code:2011)**

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THIS DEED is made on 2<sup>nd</sup> July 2019

**BETWEEN:**

- (1) **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, as chargor (the "Chargor"); and
- (2) **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 as chargee (the "Chargee", which expression includes its successors and permitted assigns).

**BACKGROUND:**

- (A) By a loan agreement (the "Loan Agreement") dated [2<sup>nd</sup>] July 2019 made between the Chargor, China Sun Corporation and Central Eagle Limited as borrowers (collectively the "Borrowers"), 黔南州黔山资源开发有限责任公司 as corporate guarantor, 林萍, 庄卫东 and 邱传智 as personal guarantors and the Chargee as lender, the Chargee has agreed to make available to the Borrowers a secured term loan facility in the maximum aggregate principal amount of HK\$546,852,259.20 subject to and upon the terms and conditions therein contained.
- (B) As a continuing security for the Secured Obligations (as defined below), the Chargor entered into this Deed to provide security herein in favour of the Chargee and intends this Deed to take effect as a deed of the Chargor (notwithstanding that the Chargee may have executed it under hand only).

**THIS DEED WITNESSES THE FOLLOWING:**

**1. INTERPRETATION**

**1.1 Definitions**

Terms defined in the Loan Agreement (as defined below) shall, unless otherwise defined in this Deed or unless the context otherwise requires, bear the same meaning when used in this Deed and the following terms shall have the following meanings:

"Additional Rights" means, in relation to the Charged Shares:

- (a) the proceeds of sale of the Charged Shares or any part thereof;
- (b) any monies and proceeds paid or payable in relation to the Charged Shares;  
and

- (c) the benefit of all other rights, powers, claims, consents, contracts, warranties, security, guarantees, indemnities or covenants for title in respect of the Charged Shares, including the Dividends.

**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.

“**Authorisation**” means an authorisation, consent, approval, resolution, licence, filing, notarisation, registration or exemption.

“**Borrowers**” has the meaning ascribed thereto in Background (A).

“**BVI BC Act**” means BVI Business Companies Act 2004 of the British Virgin Islands (as amended, revised and supplemented from time to time).

“**CCASS**” means the Central Clearing and Settlement System operated by HKSCC.

“**Charged Assets**” means the assets from time to time subject, or expressed to be subject, to the Charges.

“**Charged Company**” 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 which are listed on the Main Board of The Stock Exchange of Hong Kong Limited with stock code 2011.HK.

“**Charged Shares**” means all the Shares which are beneficially owned by the Chargor, whether held in certificated form or uncertificated form, which are deposited or to be deposited or held or to be held in any Custodian Account and/or which are transferred or to be transferred by or on behalf of the Chargor into a stock account in the name of a Custodian with CCASS.

“**Charges**” means all or any of the Security created or expressed to be created by or pursuant to this Deed.

“**Clearing Accounts**” means the accounts and records which a Clearing System maintains, or at any time in the future may open, in the name of the Chargor in respect of any Charged Shares delivered to it by the Chargor.

**“Clearing System”** means CCASS and any other clearing system agreed by the Chargor and the Chargee and, in the context of a Custodian Account, the Custodian.

**Code:** the Hong Kong Code on Takeovers and Mergers.

**“Companies Ordinance”** means the Companies Ordinance (Cap. 622 of the Laws of Hong Kong).

**“CPO”** means the Conveyancing and Property Ordinance (Cap. 219 of the Laws of Hong Kong).

**“Custodian”** means:

- (a) **LEGO SECURITIES LIMITED**, a company incorporated under the laws of Hong Kong and having its registered office situated at 301, 3/F, China Building, 29 Queen’s Road Central, Hong Kong; or
- (b) any other entity nominated by the Chargee to provide nominee services in respect of the Charged Shares which are held in CCASS.

**“Custodian Account”** means:

- (a) the securities account with account number AC88770 opened and maintained in the name of the Chargor with the Custodian; or
- (b) such other account maintained with the Custodian in the name of the Chargor into which any Charged Shares or Additional Rights are or will be deposited into or are the subject of the securities arrangement (including any book-entry arrangement) to such account, including any account designated as such by the Chargor and the Chargee,

(including any account(s) being a renewal, re-designation or replacement of the Custodian Account from time to time).

**“Deed”** means this deed of share charge.

**“Delegate”** means a delegate or sub-delegate appointed under Clause 10.2 (*Delegation*).

**“Deposit”** means at any time, the balance standing to the credit of the Custodian Account at that time and all rights, benefits and proceeds in respect thereof.

**“Dividends”** means, in respect of the Chargor, all present and future:

- (a) dividends and distributions of any kind including cash dividends, stock dividends, liquidating dividends, non-cash dividends and any other sum received or receivable in respect of any of the Charged Shares;
- (b) rights, shares, money or other assets accruing or offered by way of stock splits or reclassifications redemption, bonus, option or otherwise in respect of any of the Charged Shares;
- (c) allotments, offers, warrants and rights accruing or offered in respect of any of the Charged Shares; and
- (d) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of, any of the Charged Shares.

**“Enforcement Notice”** means any written notice given by the Chargee to the Chargor after the occurrence of an Event of Default which is continuing stating that the Charges have become enforceable.

**“Event of Default”** means any event or circumstance specified as such in Clause 22 (*Events of Default*).

**“General Offer”** means the unconditional mandatory cash offer to be made by or on behalf of the Borrowers to the shareholders of the ListCo (other than the Borrowers and parties with whom the Borrowers are acting in concert (as such term is defined in the Code) for their ListCo Shares in compliance with the Code.

**“HKSCC”** means Hong Kong Securities Clearing Company Limited or its successor(s).

**“Loan Agreement”** has the meaning ascribed thereto in Background (A).

**“Obligors”** means the Chargor and each party to a Finance Document (other than the Chargee) (each, an **“Obligor”**).

**“Party”** means a party to this Deed and includes its successors in title, permitted assigns and permitted transferees.

**“Placing”** means the sale to the public of certain shares acquired pursuant to the SPA and the General Offer in the event that the proportion of the public shareholding of the Charged Company falls below the public float requirement of 25% to restore the minimum public float of the Charged Company.

**“Receiver”** means a receiver and/or manager (and/or any other analogous person under any relevant jurisdiction, including a judicial manager, administrative receiver, administrator or provisional supervisor) appointed pursuant to this Deed in respect of the Charged Assets.

“**Security**” means a mortgage, charge, pledge, lien or other security interest securing any obligation of any person or any other agreement or arrangement having a similar effect.

“**Secured Obligations**” means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity) of the Obligors to the Chargee under each Finance Document.

“**Security Period**” means the period beginning on the date of this Deed and ending on the date on which the Secured Obligations have been irrevocably and unconditionally paid and discharged in full and in accordance with the provisions of this Deed.

“**Shares**” means shares of HK\$0.01 each in the issued share capital of the Charged Company.

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

## 1.2 Expressions relating to CCASS

Expressions used in Clauses 4 (*Charged shares*), 3.9 (*Reversal/reduction of CCASS credits*) and 3.8 (*Registration and security filings*), unless the context otherwise requires, shall have the meanings ascribed to them in the General Rules of CCASS including, where the context permits, the Operational Procedures (as defined therein), as from time to time in force (“**General Rules of CCASS**”). For reference purposes, the following terms have, as at the date hereof, the following meanings under the General Rules of CCASS:

“**Broker Participant**” means a Participant admitted to participate in CCASS as a Broker Participant.

“**Clearing Agency Participant**” means a Participant admitted to participate in CCASS as a Clearing Agency Participant.

“**Clearing Agency Transaction**” means a transaction, other than a SI Transaction, between a Participant other than an Investor Participant and a Clearing Agency Participant for settlement in CCASS as referred to in Rule 902.

“**Collateral Security**” means an Eligible Security which is from time to time held by or deposited with HKSCC by a Broker Participant for credit into the General Stock Collateral Account of such Participant, in accordance with Rule 3608.

“**Debt Securities**” means an issue of debenture or loan stock, debentures, bonds and notes and other securities or instruments, either interest bearing or non-interest bearing,



acknowledging, evidencing or creating indebtedness whether secured or unsecured, options, warrants or similar rights to subscribe or purchase any other foregoing and convertible debt securities.

**“Delivery Instruction”** means an instruction of a Participant in such form as HKSCC may from time to time prescribe as being valid to effect book-entry delivery of Eligible Securities in CCASS to another Participant in respect of transactions in Eligible Securities accepted for settlement in CCASS, as referred to in Rule 1003.

**“Eligible Security”** means an issue of securities including Debt Securities which is from time to time accepted as eligible by HKSCC for deposit, clearance and settlement in CCASS in accordance with Rule 501, and where the context so requires, shall include any particular security or securities of such an issue.

**“Exchange Trade”** means a trade in an Eligible Security between two Broker Participants effected on or reported to the Exchange.

**“General Stock Collateral Account”** means, in relation to each Broker Participant, the Stock Account in CCASS of such Participant to which are credited the Collateral Securities of such Participant, as referred to in Rule 601).

**“Investor Participant”** means a person admitted to participate in CCASS as an Investor Participant who may be an individual or joint individuals or a corporation.

**“Participant”** means a person admitted for the time being by HKSCC as a participant in CCASS.

**“Settlement Instruction”** or **“SI”** means an instruction of a Participant, in such form as HKSCC may from time to time prescribe as being valid, relating to transactions in Eligible Securities (other than Exchange Trades or Clearing Agency Transactions) to be settled in CCASS, as referred to in Rule 904.

**“SI Transaction”** means a transaction to be settled in CCASS between two Participants other than Investor Participants as a result of the input of a Settlement Instruction, authorised, if required, by each Participant (such Settlement Instructions being matched in CCASS).

**“Stock Account”** means, in relation to each Broker Participant, each Stock Clearing Account, Stock Segregated Account and General Stock Collateral Account; in relation to each Investor Participant, each Stock Clearing Account; and, in relation to each Participant other than a Broker Participant and an Investor Participant, each Stock Clearing Account and Stock Segregated Account, allocated to and operated by it in which Eligible Securities of such Participant are credited or debited, as referred to in Rule 601.

“**Stock Clearing Account**” means, in relation to each Participant, the main Stock Account in CCASS of such Participant used for settlement purposes, as referred to in Rule 601.

“**Stock Segregated Accounts**” means, in relation to each Broker Participant, the Stock Accounts in CCASS of such Participant other than its Stock Clearing Account and General Stock Collateral Account and in relation to each Participant other than a Broker Participant and an Investor Participant, the Stock Accounts in CCASS of such Participant other than its Stock Clearing Account, as referred to in Rule 601.

### 1.3 Construction

- (a) Unless a contrary indication appears, any reference or references in this Deed to:
- (i) “**Chargee**”, “**Chargor**”, “**Obligor**” and “**Party**” and any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
  - (ii) any form of property or asset shall include a reference to all or any part of that property or asset;
  - (iii) “**assets**” includes present and future properties, revenues and rights of every description;
  - (iv) a Charged Asset includes the proceeds of sale of that Charged Asset;
  - (v) a “**regulation**” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
  - (vi) a provision of law is a reference to that provision as amended or re-enacted from time to time;
  - (vii) Clauses and Schedules are to clauses of and schedules to this Deed;
  - (viii) the word “**including**” is without limitation; and
  - (ix) the words “**other**”, “or **otherwise**” and “**whatsoever**” shall not be construed ejusdem generis or be construed as any limitation upon the generality of any preceding words or matters specifically referred to.
- (b) The Charges shall be and are “**enforceable**” in accordance with Clause 7 (*Enforcement*) only.
- (c) An Event of Default is regarded as “**continuing**” if it has not been remedied or waived by the Chargee.

- (d) Any covenant of the Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.
- (e) In the context of the rights, powers, privileges, discretions and immunities conferred on any Chargee or a Receiver, references to “charge” or “mortgage” in any provision of the CPO shall, for the purposes of this Deed, be deemed to be references to the Charges and references to “mortgaged land” in any provision of the CPO shall, for the purposes of this Deed, be deemed to be references to the Charged Assets.
- (f) If an amount paid to the Chargee under any Finance Document or any Charges is being avoided or otherwise set aside on the liquidation of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.

## **2. FIXED CHARGE AND ASSIGNMENT**

### **2.1 Charge and assignment**

The Chargor, as continuing security for the payment or discharge of all Secured Obligations:

- (a) as beneficial owner of the Charged Shares charges in favour of the Chargee, by way of a first fixed charge all its rights, title and interest present and future in and to the Charged Shares and Additional Rights except to the extent that the rights will be subject to an assignment under paragraph (c) below;
- (b) as legal and beneficial owner of each Custodian Account charges in favour of the Chargee, by way of a first fixed charge all its rights, title and interest present and future in and to each Custodian Account, the Clearing Accounts and the Deposit except to the extent that the rights will be subject to an assignment under paragraph (c) below; and
- (c) as legal and beneficial owner of each Custodian Account assigns, and agrees to assign absolutely to the Chargee all its rights (including those rights it may have against a nominee), present and future relating to any of the Charged Shares which are held in CCASS and deposited into such Custodian Account and against the Custodian in respect of such Custodian Account and its interest in such Custodian Account and the Clearing Accounts, including:
  - (i) its rights against a Clearing System and the Custodian, including rights relating to or against any depository, custodian, nominee, clearing house

or system, investment manager or similar person with whom any of the Charged Shares may be deposited to the extent of those Charged Shares;

- (ii) rights it may have against any person to require delivery to it of any of such Charged Shares;
- (iii) rights (contractually or otherwise) to give instructions relating to such Charged Shares, the Deposit or its interest in such Custodian Account; and
- (iv) any monies payable to the Chargor and any claims, awards or judgements and other rights to receive moneys due or to become due for any reason whatsoever in respect of such Charged Shares, or its interest in any Custodian Account and the Clearing Account, including those rights it may have against a nominee as Delegate.

## **2.2 Share registration**

The Chargor agrees that at any time after the Charges become enforceable, the Chargee may, at the cost of the Chargor, register all or any of the Charged Shares in the name of the Chargee or its nominee or other Delegate.

## **2.3 Retention of documents**

Subject to the release of any documents upon partial release pursuant to Clause 16 (*Discharge of security*), the Chargee shall be entitled to continue to hold any document delivered to it pursuant to Clause 3.3 (*Delivery of documents*) until the Charges are released and if, for any reason (other than pursuant to Clause 16 (*Discharge of security*)), it releases any such document to the Chargor before such time, the Chargee may by notice to the Chargor require that such document be redelivered to the Chargee and the Chargor shall immediately comply with that requirement or procure that it is complied with.

## **2.4 Withdrawals from the Custodian Account**

- (a) In the event that after completion of the General Offer, the proportion of the shareholding of the Charged Company held by the public falls below the prescribed public float requirement under the Listing Rules, the Chargor shall be entitled to take or procure all necessary steps, including but not limited to the Placing.
- (b) Save with the Chargee's prior written consent, the Chargor shall not be entitled to receive, withdraw or otherwise transfer any of the Deposit or any Shares standing to the credit of any Custodian Account, other than the Placing pursuant to Clause 2.4(a) and the withdrawal of any Dividends pursuant to Clause 4.3(a);

- (c) the Chargor shall, at all times during the Security Period, procure that the Custodian shall maintain an up-to-date record of (i) the Charged Shares held in the Custodian Account, and (ii) the Deposit held in the Custodian Account reflecting its ownership interest in such Shares and Deposit;
- (d) the Chargor agrees that at any time after the Charges become enforceable, the Chargee may, without notice or further demand, at the cost of the Chargor, immediately exercise all the rights, powers and remedies possessed by it according to law as beneficial owner of any Charged Shares standing to the credit of any Custodian Account (and as assignee and/or chargee of the Chargor's right, title and interest in and to the Deposit) and to:
  - (i) demand and receive all and any monies due under or arising out of the Custodian Account and any Charged Shares standing to the credit of the Custodian Account;
  - (ii) exercise, all such rights that the Chargee and/or the Chargor was/were then entitled to exercise or might, but for the terms of this Deed, exercise, in relation to such Deposit or such Charged Shares; and
  - (iii) apply, set-off or transfer any or all of the Deposit or any Charged Shares standing to the credit of the Custodian Account in or towards the payment or satisfaction of the Secured Obligations or any part thereof; and
- (e) the Chargor shall not, without the Chargee's prior written consent (such consent not to be unreasonably withheld or delayed):
  - (i) close any Custodian Account; or
  - (ii) agree to any variation of the rights attaching to any Deposit or the Custodian Account.

## 2.5 General

All Security created under this Deed is created in favour of the Chargee.

## 3. RESTRICTIONS AND FURTHER ASSURANCE

### 3.1 Security

The Chargor shall not create or attempt to create or permit to subsist any Security over or affecting the Charged Assets or any part of them, except as created by this Deed.

### 3.2 Disposal

The Chargor shall not (and shall not agree to) enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, withdraw, transfer, assign or otherwise dispose of the Charged Assets or any part of them, save for any Placing permitted under Clause 2.4(a) and any withdrawal of Dividends permitted under Clause 4.3(a).

### 3.3 Delivery of documents

- (a) The Chargor shall deliver or procure that there shall be delivered to the Chargee the following documents immediately upon the execution of this Deed and/or upon it becoming the beneficial owner of the Charged Shares (as the case may be):
- (i) (where applicable) share certificates or other documents of title in respect of any relevant Charged Shares that are held in certificated form (as soon as practicable after they are available to the Chargor);
  - (ii) immediately upon the execution of this Deed, three (3) sets of the duly executed standard forms of transfer and contract notes in respect of the Charged Shares substantially set out in the form set out in Schedule 2 (*Forms of Letter of Instruction, Standard Forms of Transfer and Contract Notes*) but, in each case, with the dates and names of the transferees left blank;
  - (iii) the irrevocable proxy and power of attorney executed by the Chargor in favour of the Chargee in the form set out in Schedule 4 (*Power of Attorney and Proxy*); and
  - (iv) duly certified copies of all resolutions and authorisations by its directors (or other officers if applicable) approving the execution of this Deed and any documents required to be executed and delivered to the Chargee under this Deed.
- (b) The Chargor shall deliver or procure that there shall be delivered to the Chargee the following documents in relation to any Charged Assets deposited in any Custodian Account and which are held in CCASS upon the execution of this Deed:
- (i) duly executed letter of instructions to the Custodian substantially set out in the form set out in Schedule SCHEDULE 2 (*Forms of Letter of Instruction, Standard Forms of Transfer and Contract Notes*) but with the date and name of the transferee left blank;

- (ii) such documents as are necessary to procure that, after the Charges have become enforceable, those Charged Assets which are deposited into any Custodian Account will be credited by means of an SI and a related Delivery Instruction to the Chargee's or, as appropriate, its nominee's relevant Stock Account (or other securities account) and notice to the holder of a Stock Account in a form approved by the Chargee; and
  - (iii) all other documents reasonably necessary to enable the Chargee to register such Charged Assets in its name or in the name of its nominees or any Delegate, after the delivery of an Enforcement Notice.
- (c) At any time after the Charges have become enforceable, the Chargee shall have the right to complete, date and put into effect the documents referred to in subparagraphs (a)(ii) and (b) above and Clause 3.4(c).

### 3.4 Additional Rights

The Chargor shall promptly, and in any event within five (5) Business Days upon its reasonable knowledge of the occurrence of any declaration, payment, accrual, offer or issue of any Additional Rights or any Charged Assets becoming subject to the Charges after the date of this Deed:

- (a) notify the Chargee of such occurrence;
- (b) procure the delivery to the Chargee or as the Chargee may reasonably direct of all bearer instruments, share certificates or other documents of title representing such items (if applicable) at any time after the Charges become enforceable;
- (c) as the Chargee may reasonably require, execute and deliver (and, if required to be stamped, pre-stamped) contract notes, transfer forms or other forms of transfer in respect of such items in favour of the Chargee and/or its nominee(s) as transferees or any purchaser or, if the Chargee so reasonably directs, with the transferee left blank and such other documents as may be reasonably requested by the Chargee in order to enable the Chargee or its nominees or any purchaser to be registered as the owner or otherwise to obtain a legal title to such items at any time after the Charges are enforceable; and
- (d) if such Charged Assets are to be deposited into CCASS,

- (i) provide the Chargee with all other documentation required to enable those Charged Assets to be deposited in CCASS as Eligible Securities; and
- (ii) after the Charges have become enforceable, arrange for those Charged Assets to be credited, by means of an SI and a related Delivery Instruction, to the Chargee's or its nominee's Stock Account (or other securities account).

### 3.5 Perfection of title

At any time after the Charges have become enforceable, the Chargor shall in respect of any part of the Charged Shares that are held in certificated form:

- (a) procure that all contract notes, transfer forms and other forms of transfer referred to in Clauses 3.3 (*Delivery of documents*) and 3.4(c) (*Additional Rights*) are, at the reasonable request of the Chargee, forthwith registered by the Charged Company and that share certificates or other documents of title in the name of the Chargee and/or its nominee(s) or in the name of any purchaser (under the powers of realisation conferred by this Deed) in respect of the relevant Charged Assets are then promptly (and in any event within five (5) Business Days of its receipt of such relevant contract notes, transfer forms and any other documents which are required to effect such registration) delivered to the Chargee; and
- (b) from time to time promptly, and in any event within five (5) Business Days, execute and sign any other transfers, contract notes, powers of attorney or other documents which the Chargee may reasonably require:
  - (i) for perfecting its title or the title of any purchaser (under the powers of realisation conferred by this Deed and/or applicable law) to any of the Charged Assets; or
  - (ii) for vesting any of the Charged Assets in the Chargee or its nominee or in any purchaser (under the powers of realisation conferred by this Deed and/or applicable law).

### 3.6 Notice to Custodian



The Chargor shall:

- (a) on the date of this Deed (or, immediately upon any account becoming a Custodian Account after the date of this Deed, as the case may be) provide a notice to the relevant Custodian in the form set out in SCHEDULE 3 (*Form of Notice to the Custodian*) (or in such other form in form and substance reasonably satisfactory to the Chargee) and shall procure that such Custodian gives an acknowledgement in the form attached to such notice or otherwise in form and substance reasonably satisfactory to the Chargee.

### 3.7 Further assurance

The Chargor shall promptly do whatever the Chargee reasonably requires:

- (a) to perfect (by registration or in any other way), create, maintain or protect the Charges or the priority of the Charges;
- (b) (at the expense of the Chargor) to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Chargee, any Delegate or any Receiver after the Charges become enforceable; and/or
- (c) to adequately protect the Chargee's interest under this Deed.

### 3.8 Registration and security filings

Without prejudice to the generality of Clause 3.7 (*Further assurance*):

- (a) the Chargor shall:
  - (i) within five (5) Business Days after execution of this Deed, create and maintain a register of charges (the "**Register of Charges**") of the Chargor in accordance with section 162 of the BVI BC Act;
  - (ii) promptly, in any event within five (5) Business Days of the date of this Deed, enter particulars as required by the BVI BC Act of the Charges in the Register of Charges and as soon as practicable after entry of such particulars has been made, and in any event within twenty-one (21) Business Days of the date of this Deed, provide the Chargee with a certified true copy of the updated Register of Charges;
  - (iii) promptly effect registration, or if requested by the Chargee assist the Chargee in effecting registration, of the particulars of the Charges created by this Deed with the Registrar of Corporate Affairs of the

British Virgin Islands (the “**Registrar of Corporate Affairs**”) pursuant to section 163 of the BVI BC Act by making the required filing, or assisting the Chargee in making the required filing, in the approved form with the Registrar of Corporate Affairs and (if applicable) provide confirmation in writing to the Chargee that such filing has been made within no later than fourteen (14) Business Days after the date of this Deed;

- (iv) if the registration referred to in paragraph (iii) above is not being effected by or on behalf of the Chargee, as soon as practicable on receipt, and in any event within twenty-one (21) Business Days of the date of this Deed, deliver or procure to be delivered to the Chargee, the certificate of registration of charge issued by the Registrar of Corporate Affairs evidencing that the requirements of Part VIII of the BVI BC Act as to registration have been complied with and the filed stamped copy of the register of charges containing the relevant particulars of this Deed;
- (v) if the Chargor becomes registered under Part 16 of the Companies Ordinance, it shall register particulars of the Charges with the Companies Registry in Hong Kong, promptly upon and in any event within one month of it being registered under Part 16 of the Companies Ordinance.

### **3.9 Reversal/reduction of CCASS credits**

If at any time by reason of the exercise of any of the rights of HKSCC, whether under Rule 602 of the General Rules of CCASS or otherwise, any credit entries in the Stock Account of the Chargee or its nominee which relate or which, in the reasonable opinion of the Chargee, relate to the Charged Assets are reduced or reversed in whole or in part, the Chargor shall forthwith upon notification by the Chargee or its nominee, cause to be delivered to the Stock Account of the Chargee or, as appropriate, its nominee replacement Charged Assets which will result in the relevant credit entries being restored to the level immediately preceding the reduction or reversal.

## **4. CHARGED SHARES**

### **4.1 Voting and other rights until the Charges become enforceable**

Until the Charges have become enforceable, the Chargor shall be entitled to exercise or direct the exercise of the voting and other rights attached to the Charged Shares as it sees fit provided that:

- (a) it does so for a purpose not inconsistent with any Finance Document; and
- (b) the exercise or failure to exercise those rights would not otherwise prejudice the interests of the Chargee.

#### 4.2 Voting and other rights if the Charges become enforceable

At any time after the Charges have become enforceable:

- (a) the Chargee shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Charged Share as it sees fit; and
- (b) the Chargor shall comply or procure the compliance with any directions of the Chargee in respect of the exercise of those rights and shall promptly following a written request by the Chargee execute and/or deliver to the Chargee such forms of proxy as it may require in connection with that exercise.

#### 4.3 Dividends

- (a) Until the Charges have become enforceable, all Dividends in the form of cash shall be deposited into a Custodian Account and may be withdrawn from the Custodian Account by the Chargor with the consent of the Chargee (such consent shall not be unreasonably withheld or delayed).
- (b) When the Charges have become enforceable, the Chargor shall hold any Dividend received by it on trust for the Chargee and pay to the Chargee all Dividends, in cash or otherwise as the Chargee may direct. The Chargee shall be entitled to apply the same whether in cash or otherwise towards the discharge of the Secured Obligations as it sees fit.
- (c) All Dividends received by the Chargor contrary to the provisions of this Clause 4.3 (*Dividends*) shall be:
  - (i) held in trust for the benefit of the Chargee;
  - (ii) segregated from other property or funds of the Chargor; and
  - (iii) forthwith delivered to the Chargee in the same form as so received (with any necessary endorsement).
- (d) The Chargor shall promptly, and in any event within five (5) Business Days, notify the Chargee of its acquisition of, or agreement to acquire, any Additional Rights in respect of Charged Shares and in any event within five (5) Business Days upon its reasonable knowledge of any declaration, payment, allotment, offer or issue of any Dividend.

#### 4.4 **Communications**

The Chargor shall, as soon as reasonably practicable and in any event within 10 Business Days after receipt, deliver to the Chargee a copy of every circular, notice, report, set of accounts or other documents received by it or its nominee in connection with the Charged Shares or in connection with or from the Charged Company.

#### 4.5 **Payment of calls etc.**

The Chargor must promptly pay or procure the payment of all calls, instalments or other payments due and payable in respect of any of the Charged Assets.

#### 4.6 **Power of attorney**

If any Charged Share is not held in the Chargor's name other than pursuant to this Deed, the Chargor shall promptly execute and deliver to the Chargee an irrevocable power of attorney expressed to be given by way of security and executed as a deed by the person in whose name that Charged Share is held. That power of attorney shall appoint the Chargee and every Delegate the attorney of the holder and shall be substantially in the form of the power of attorney in Clause 13 (*Power of attorney*) of this Deed.

#### 4.7 **Other obligations in respect of Charged Assets**

- (a) The Chargor must promptly copy to the Chargee and comply with all reasonable requests for information which is within its knowledge and which are mandatorily required under the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) or any other applicable laws or in any similar provision contained in any articles of association or other constitutional document relating to any of the Charged Assets. If it fails to do so, the Chargee may elect to provide such information as it may have on behalf of the Chargor.
- (b) The Chargor must comply with all other conditions and obligations assumed by it in respect of any of the Charged Assets.
- (c) The Chargee is not obliged to:
  - (i) perform any obligation of the Chargor;
  - (ii) make any payment, or to make any enquiry as to the nature or sufficiency of any payment received by it or the Chargor; or

- (iii) present or file any claim or take any other action to collect or enforce the payment of any amount to which it may be entitled under this Deed, in respect of any Charged Assets.

#### 4.8 **Ownership of Charged Assets**

After the Charges have become enforceable, the Chargee may, at option of the Chargee by written notice and at the cost of the Chargor, instruct the Clearing System or the relevant Custodian to transfer the relevant Charged Assets from the relevant Custodian Account into an account in the name of, or nominated by, the Chargee, and the Chargor agrees that in such circumstances and at the request of the Chargee it shall arrange for those Charged Assets to be credited to the Chargee or its nominee's securities account.

### 5. **GENERAL UNDERTAKINGS**

#### 5.1 **Authorisations**

- (a) The Chargor shall promptly:
  - (i) obtain, comply with and do all that is reasonably necessary to maintain in full force and effect; and
  - (ii) supply certified copies to the Chargee of,  
  
any Authorisation reasonably required under any law or regulation of its jurisdiction of incorporation to enable it to perform its obligations under this Deed and to ensure the legality, validity, enforceability or admissibility in evidence in its jurisdiction of incorporation of this Deed.
- (b) The Chargor shall promptly make or file any of the registrations specified in Clause 6.5 (*Validity and admissibility in evidence*) and 3.8 (*Registration and security filings*) within any prescribed time limit(s), if any.

#### 5.2 **Compliance with laws**

The Chargor shall comply in all respects with all laws to which it is subject, if failure so to comply would materially impair its ability to perform any of its obligations under this Deed.

### **5.3 No prejudicial conduct**

The Chargor shall not do, or permit to be done, anything which would (in the reasonable opinion of the Chargee) depreciate, jeopardise or otherwise prejudice the Charges or diminish the value of the Charged Assets or the effectiveness of the Charges.

### **5.4 Custodian Account**

The Chargor shall discharge all amounts and other obligations due or owed to a Custodian in connection with the Charged Assets and the Custodian Account when due to the extent not contrary to the terms of this Deed.

## **6. REPRESENTATIONS AND WARRANTIES**

The Chargor makes the representations and warranties set out in this Clause 6 to the Chargee on the date of this Deed.

### **6.1 Status and capacity**

- (a) it is a company duly incorporated in the British Virgin Islands with limited liability, validly existing and in good standing under the laws of its jurisdiction of incorporation; and
- (b) it has the power to own its assets and carry on its business as it is being conducted.

### **6.2 Binding obligations**

Subject to the general principles of law limiting its obligations, the obligations expressed to be assumed by the Chargor in this Deed and any other documents executed by it pursuant to or in connection with this Deed are legal, valid, binding and enforceable.

### **6.3 Non-conflict with other obligations**

The entry into and performance by the Chargor of, and the transactions contemplated by, this Deed or any Finance Document to which it is a party do not and will not conflict with or constitute a default under or breach of:

- (a) any law or regulation applicable to it;
- (b) the constitutional documents of the Chargor and the Charged Company; or

- (c) any agreement or instrument binding upon it or any of its assets (including the Loan Agreement),

nor (except for the Charges) result in the existence of, or oblige it to create, any Security over any of the Charged Assets.

#### **6.4 Power and authority**

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed and any other documents executed by it pursuant to or in connection with this Deed.

#### **6.5 Validity and admissibility in evidence**

All Authorisations required or desirable to:

- (a) enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed;
- (b) make this Deed admissible in evidence in its jurisdiction of incorporation; and
- (c) enable it to create the Charges and to ensure that the Charges have and will have the priority and ranking which they are expressed to have,

have been obtained or effected and are in full force and effect save for the making of the appropriate filings of the Charges created by this Deed in accordance with Clause 3.8 (*Registration and security filings*) which shall be completed promptly within the relevant time limit (if any).

#### **6.6 Legal and beneficial ownership**

The Chargor is the sole beneficial owner of the Charged Assets and the Charged Shares.

#### **6.7 Shares fully paid etc.**

- (a) The Charged Shares and to the extent applicable, the other Charged Assets, are duly authorised, validly issued and fully paid and are not subject to any option to purchase or similar rights.
- (b) The Charged Assets are transferable and not subject to any restriction by any law or contract (including any conditional or unconditional outstanding

option, warrant or other convertible, subscription, acquisition or purchase rights granted to any person) or otherwise.

#### **6.8 No proceedings pending or threatened**

To the best of the knowledge and belief of the Chargor, no litigation, investigation, arbitration or administrative proceedings of or before any court, arbitral body or agency is pending or threatened by or against the Chargor with respect to the Charged Assets, this Deed or the transaction contemplated by this Deed which may have any material adverse effect on the Chargor's ability to observe any of its obligations hereunder.

#### **6.9 No existing Security**

Except for the Charges, no Security exists on or over the Charged Assets and the Charges are not subject to any prior or *pari passu* Security.

#### **6.10 Jurisdiction**

Any judgment obtained in Hong Kong in relation to this Deed will be recognised and be enforceable by the courts of the Chargor's jurisdiction of incorporation subject to the laws of the British Virgin Islands (where applicable).

#### **6.11 Nature of Security**

This Deed creates those Security it purports to create and is not liable to be amended or otherwise set aside on the Chargor's liquidation or otherwise.

#### **6.12 *Pari passu* ranking**

The Chargor's payment obligations under this Deed rank at least *pari passu* with the claims of all its other unsecured and unsubordinated creditor, except for obligations mandatorily preferred by law applying to the Chargor generally.

#### **6.13 Immunity**

- (a) The entry into by it of this Deed constitutes, and the exercise by it of its rights and performance of its obligations under this Deed will constitute, private and commercial acts performed for private and commercial purposes.
- (b) It will not be entitled to claim immunity from suit, execution, attachment or other legal process in any proceedings taken in its jurisdiction of incorporation in relation to this Deed.



## **6.14 No adverse consequences**

- (a) It is not necessary under the laws of any jurisdiction in which the Chargor is incorporated or holds any asset or carries on any business:
  - (i) in order to enable the Chargee to enforce its rights under this Deed; or
  - (ii) by reason of the entry into by the Chargee or the performance by it of its obligations under this Deed,

that the Chargee should be licensed, qualified or otherwise entitled to carry on business in any jurisdiction in which the Chargor is incorporated.

- (b) The Chargee is not or will not be deemed to be resident, domiciled or carrying on business in any jurisdiction in which the Chargor is domiciled or incorporated by reason only of the entry into, performance and/or enforcement of this Deed subject to the laws of the British Virgin Islands (where applicable).

## **6.15 Times for making representations and warranties**

- (a) The representations and warranties set out in this Deed (including in this Clause) are made on the date of this Deed.
- (b) Unless a representation and warranty is expressed to be given at a specific date, each representation and warranty under this Deed is deemed to be repeated by the Chargor on each date during the Security Period.
- (c) When a representation and warranty is repeated, it is applied to the circumstances existing at the time of repetition.

## **7. ENFORCEMENT**

### **7.1 When enforceable**

At any time on or after the occurrence of an Event of Default which is continuing, the Charges shall be immediately enforceable and, save as may be provided in this Deed, the powers conferred by this Deed shall be immediately exercisable, following the delivery of an Enforcement Notice.

## 7.2 Discretion

After the Charges have become enforceable after the occurrence of an Event of Default which is continuing, the Chargee:

- (a) may enforce all or any part of any Charges (at the times, in the manner and on the terms as the Chargee thinks fit) and take possession and hold or dispose of all or any part of the Charged Assets; and
- (b) whether or not it has appointed a Receiver, may exercise all or any of the powers, authorities and discretions given to mortgagees and Receivers by the CPO as varied or extended by this Deed or otherwise conferred by law.

## 7.3 Power of sale

The statutory power of sale, of appointing a Receiver and other statutory powers conferred on mortgagees by Section 51 (*Powers of mortgagee and receiver*) and Section 53 (*Sale by mortgagee*) of the CPO and the Fourth Schedule (*Powers of mortgagee and receiver*) to the CPO as varied and extended by this Deed shall arise after the Charges have become enforceable after the occurrence of an Event of Default and no restriction imposed by any ordinance or other statutory provision in relation to the exercise of any power of sale shall apply to this Deed.

## 7.4 No requirement of notice period

Except as required by applicable law or other terms of this Deed (including, Clause 7.1 (*When enforceable*) and the latter part of this Clause 7.4 (*No requirement of notice period*)), the Chargee is not required to give any prior notice of non-payment or Event of Default to the Chargor before enforcing the Charges, there is no minimum period for which Secured Obligations must remain due and unpaid before the Charges can be enforced and Paragraph 11 of the Fourth Schedule to the CPO (*Powers of Mortgagee and Receiver*) (and any similar provision under other laws unless such law cannot be waived by the Chargor by this Deed under such relevant law) does not apply to this Deed.

## 7.5 No liability as mortgagee in possession

Nothing done by or on behalf of the Chargee or any Receiver pursuant to this Deed shall render it liable to account as a mortgagee in possession for any sums, except in the case of gross negligence, fraud or wilful misconduct on the part of the Chargee.

## 7.6 Vicarious liability

The Chargor may not take any proceedings against any director, officer, employee or agent of the Chargee in respect of any claim it might have against the Chargee or in respect of any act or omission of any kind (save and except gross negligence, fraud or willful misconduct) by that officer, employee or agent in relation to this Deed or the Charges.

## 8. RECEIVER

### 8.1 Appointment of Receiver

- (a) Without prejudice to the provisions of Clauses 7.1 (*When enforceable*), 7.2 (*Discretion*), 7.3 (*Power of sale*) and 7.5 (*No liability as mortgagee in possession*) above, the Chargee may appoint any one or more persons to be a Receiver of all or any part of the Charged Assets if the Charges have become enforceable.
- (b) Any appointment under sub-paragraph (a) above may be by deed, under seal or in writing under its hand.

### 8.2 Removal

The Chargee may by writing under its hand remove any Receiver appointed by it and may, whenever it thinks fit, appoint a new Receiver in the place of any Receiver whose appointment may for any reason have terminated.

### 8.3 Remuneration

The Chargee may fix the remuneration of any Receiver appointed by it.

### 8.4 Agent of Chargor

- (a) A Receiver appointed by the Chargee in accordance with the provisions of this Deed will be deemed to be the agent of the Chargor for all purposes. The Chargor is, except in the case of gross negligence, fraud or wilful misconduct on the part of the Receiver, responsible for the contracts, engagements and/or acts of a Receiver and for liabilities incurred by a Receiver in performing its obligations in accordance with the provisions of this Deed.
- (b) The Chargee will not incur any liability (either to the Chargor or to any other person) by reason of the appointment of a Receiver or for any other reason in

exercising its rights and performing its obligations in accordance with the provisions of this Deed.

## 8.5 Relationship with agent

To the fullest extent allowed by applicable law, any right, power or discretion conferred by this Deed (either expressly or impliedly) or by law on a Receiver may after the Charges have become enforceable be exercised by the Chargee in relation to any Charged Asset without first appointing a Receiver and notwithstanding the appointment of a Receiver.

## 8.6 Powers of the Receiver

### (a) General

- (i) A Receiver has all of the rights, powers and discretions set out below in this Clause 8.6 in addition to those conferred on it by any applicable law.
- (ii) If there is more than one Receiver holding office at the same time, each Receiver may (unless the document appointing it states otherwise) exercise all of the powers conferred on a Receiver under this Deed individually and to the exclusion of any other Receiver.

### (b) Possession

A Receiver may take immediate possession of, get in and collect any Charged Asset and without prejudice to the foregoing, cause to be registered all or any part of the Charged Assets in its own name or in the name of its nominee(s) or in the name of any purchaser(s) thereof.

### (c) Employees

- (i) A Receiver may appoint and discharge managers, officers, agents, accountants for the purposes of this Deed upon such terms as to remuneration or otherwise as it reasonably thinks fit.

### (d) Sale of assets

- (i) A Receiver may sell, exchange, convert into money and realise any Charged Asset by public auction or private contract and generally in any matter and on any terms which he reasonably thinks fit.
- (ii) The consideration for any such transaction may consist of cash, debentures or other obligations, shares, stock or other valuable

consideration and any such consideration may be payable in a lump sum or by instalments spread over any period which it reasonably thinks fit.

(e) Compromise

A Receiver may settle, adjust, refer to arbitration, compromise and arrange any claim, account, dispute, question or demand with or by any person who is or claims to be a creditor of the Chargor or relating in any way to any Charged Asset.

(f) Legal actions

A Receiver may bring, prosecute, enforce, defend and abandon any action, suit or proceedings in relation to any Charged Asset which it reasonably thinks fit.

(g) Receipts

A Receiver may give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Charged Asset.

(h) Delegation

A Receiver may delegate its powers in accordance with this Deed.

(i) Covenants, guarantees and indemnities

A Receiver may enter into covenants, indemnities and other obligations or liabilities as it shall reasonably think fit, make all payments needed to effect, maintain or satisfy such obligations or liabilities and use the company seal(s) (if any) of the Chargor.

(j) Protection of assets

A Receiver may do any act which the Chargor might do in the ordinary conduct of its business to protect, preserve any Charged Asset as it reasonably thinks fit.

(k) Other powers

A Receiver may:

- (i) do all other acts and things which it may reasonably consider necessary for realising any Charged Asset or incidental or conducive to any of the rights, powers or discretions conferred on a Receiver under or by virtue of this Deed or applicable law;
- (ii) exercise in relation to any Charged Asset all the powers, authorities and things which it would be capable of exercising if it were the absolute beneficial owner of that Charged Asset; and
- (iii) use the name of the Chargor for any of the above purposes.

## **9. WIDE CONSTRUCTION OF ENFORCEMENT POWERS**

The powers of the Chargee under this Deed shall be construed in the widest possible sense and all Parties intend that the Chargee shall have powers as may be conferred (or, if not expressly conferred, as is not restricted) by any applicable law.

## **10. CHARGEES RIGHTS**

### **10.1 Rights of Chargee**

At any time after the Charges have become enforceable, the Chargee shall have the rights set out in Schedule 1 (*Rights of Chargee*).

### **10.2 Delegation**

- (a) The Chargee may delegate in any manner to any person any rights exercisable by the Chargee under this Deed. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Chargee reasonably thinks fit.
- (b) Any Receiver may delegate in any manner to any person any rights exercisable by the any Receiver under this Deed. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as any Receiver reasonably thinks fit.

### **10.3 Other**

The Chargee shall not be obliged to exercise any of the rights or powers vested in it by this Deed.

## **11. ORDER OF DISTRIBUTIONS**

- (a) All amounts received or recovered by the Chargee, any Receiver or any Delegate in exercise of their rights under this Deed shall be applied in the following order of priority:
  - (i) in or towards payment of or provision for all reasonable costs and expenses properly incurred by the Chargee, any Receiver or any Delegate under or in connection with any Finance Document and of all reasonable remuneration due to any Delegate under or in connection with this Deed;
  - (ii) in or towards payment of or provision for all of the Secured Obligations;
  - (iii) in or towards payment of or provision for any Secured Obligations not covered in paragraphs (i) and (ii) above; and
  - (iv) in payment of the surplus (if any) to the Chargor or other person having priority over the Chargor and entitled to it (as the case may be).
- (b) This Clause:
  - (i) is subject to the payment of any claims having priority over the Charges; and
  - (ii) does not prejudice the right of the Chargee to recover any shortfall from the Chargor.

## **12. LIABILITY OF THE CHARGEES AND DELEGATES**

- (a) No Chargee, Receiver or Delegate shall (either by reason of taking possession of the Charged Assets or for any other reason and whether as mortgagee in possession or otherwise) be liable to the Chargor or any other person for any costs, losses, liabilities or expenses relating to the realisation of any Charged Assets, save for any gross negligence, fraud or wilful misconduct of the Chargee, any Receiver, any Delegate or their respective officers, employees or agents in relation to the Charged Assets.
- (b) Nothing in this Deed shall be construed as placing on the Chargee any liability whatsoever in respect of any calls, instalments or other payments relating to any of the Charged Assets or any rights, shares or other securities accruing, offered or arising as aforesaid, and the Chargor shall indemnify the Chargee in respect of all calls, instalments or other payments relating to any of the Charged Assets owned by it and to any rights, shares and other

securities accruing, offered or arising as aforesaid in respect of any of the Charged Assets.

### **13. POWER OF ATTORNEY**

#### **13.1 Appointment**

- (a) The Chargor, by way of security and in order more fully to secure the performance of its obligations hereunder, hereby irrevocably appoints the Chargee and the persons deriving title under it severally to be its attorney to execute and complete in favour of the Chargee or its nominees or of any purchaser any documents which the Chargee may from time to time require for perfecting its title to or for vesting any of the Charged Assets in the Chargee or its nominees or in any purchaser and to give effectual discharges for payments, to take and institute on non-payment (if the Chargee in its sole discretion so decided) all steps and proceedings in the name of the Chargor or of the Chargee for the recovery of such moneys and/or the Charged Assets and to agree accounts and make allowances and give time or other indulgence to any surety or other person liable and otherwise generally for it and in its name and on its behalf and as its attorney act and by deed, in person or otherwise resolve, execute, seal and deliver and otherwise perfect and do any such legal assignments and other assurances, charges, authorities and documents over the moneys and/or the Charged Assets, and all such deeds, instruments, acts and things (including, without limitation, those referred to in this Clause 13.1) which may be reasonably required for the full exercise of all or any of the powers conferred or which may be deemed proper on or in connection with any of the purposes aforesaid. This power shall, for the avoidance of doubt, extend to and include the Chargee's ability to resolve on behalf of the Chargor to execute any instrument of title or transfer in respect of any Charged Assets; and
- (b) Notwithstanding any other provision of this Clause 13.1, such power shall not be exercisable by or on behalf of the Chargee until (i) any breach by any Obligor of its obligations under the Loan Agreement has occurred and is subsisting, and (ii) no such attorney shall, in exercise of such power, cause the Chargor to incur obligations other than those expressly contemplated by this Deed or cause the Chargor to incur any liability for any expenditure other than expenditure limited in amount and recourse to available funds (if any) or realisation of the Charged Assets.



## 13.2 **Removal**

The Chargee may by writing under its hand remove any Delegate appointed by it and may, whenever it reasonably thinks fit, appoint a new Delegate in the place of any Delegate whose appointment may for any reason have terminated.

## 13.3 **Ratification**

The power hereby conferred shall be a general power of attorney and the Chargor hereby ratifies and confirms and agrees to ratify and confirm any instrument, act or thing which any such attorney may execute or do pursuant to Clause 13.1. In relation to the power referred to herein, the exercise by the Chargee of such power shall be conclusive evidence of its right to exercise the same.

## 14. **PROTECTION OF THIRD PARTIES**

### 14.1 **No duty to enquire**

No person dealing with the Chargee or any Receiver or any Delegate shall be concerned to enquire:

- (a) whether the power or rights conferred by or pursuant to this Deed are exercisable;
- (b) whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with;
- (c) otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such rights; or
- (d) as to the application of any money forming part of the Charged Assets or following the sale thereof.

### 14.2 **Protection to purchasers**

Subject to the provisions of this Deed, all the protection to purchasers contained in Sections 52 (*Protection of purchaser*), 53 (*Sale by mortgagee*) and 55 (*Mortgagee's receipt*) of the CPO or in any other applicable legislation shall apply to any person purchasing from or dealing with the Chargee, any Delegate or any Receiver.

## **15. SAVING PROVISIONS**

### **15.1 Continuing Security**

Subject to Clause 16 (*Discharge of Security*), the Charges are continuing Security and will extend to the ultimate balance of the Secured Obligations, regardless of any intermediate payment or discharge in whole or in part.

### **15.2 Reinstatement**

If any payment by the Chargor or any discharge given by the Chargee (whether in respect of the obligations of any person or any security for those obligations or otherwise) is avoided or reduced as a result of insolvency or any similar event:

- (a) the liability of the Chargor and the Charges shall continue as if the payment, discharge, avoidance or reduction had not occurred;
- (b) the Chargee shall be entitled to recover the value or amount of that security or payment from the Chargor, as if the payment, discharge, avoidance or reduction had not occurred; and
- (c) the amount paid shall not be considered to have been paid for the purposes of determining whether all the Secured Obligations have been irrevocably and unconditionally paid and discharged in full.

### **15.3 Waiver of defences**

Neither the obligations of the Chargor under this Deed nor the Charges will be affected by any act, omission, matter or thing which, but for this Clause, would reduce, release or prejudice any of its obligations under this Deed or any of the Charges (without limitation and whether or not known to it or the Chargee) including:

- (a) any time, waiver or consent granted to, or composition with, the Chargor or any other person;
- (b) the release of the Chargor or any other person under the terms of any composition or arrangement with any creditor of the Chargor or any such person;
- (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, the Chargor or any other person or 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;

- (d) any death, mental or other incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status or constitution of the Chargor or any other person;
- (e) any amendment (however fundamental) or replacement of any Finance Document or any other related document or Security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other related document or Security;
- (g) any insolvency, bankruptcy, liquidation, winding-up or similar proceedings (as applicable); or
- (h) any other Security, guarantee or indemnity now or thereafter held by the Chargee or any other person in respect of the Secured Obligations or any other liabilities.

#### **15.4 Immediate recourse**

The Chargor waives any right it may have of first requiring the Chargee to proceed against or enforce any other rights or Security or claim payment from any person before claiming from the Chargor under this Deed. This waiver applies irrespective of any law to the contrary.

#### **15.5 Appropriations**

Until all the Secured Obligations have been irrevocably paid in full and all financing or facilities which might give rise to the Secured Obligations have been terminated or redeemed, the Chargee (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other moneys, Security or rights held or received by it (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it reasonably sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same; and
- (b) hold in a suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Deed.

## 15.6 Deferral of Chargor's rights

Until all the Secured Obligations have been irrevocably paid or discharged in full, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Deed to:

- (a) be indemnified by any person;
- (b) claim any contribution from any other provider of any Security for or any other guarantor of any person's obligations under or in connection with any Finance Document; and/or
- (c) take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Chargee (or any trustee or agent on its behalf) or of any guarantee or other Security taken pursuant to, or in connection with, any Finance Document.

The Chargor must hold in trust for and promptly, in any event within five (5) Business Days, pay or transfer to the Chargee for any payment or distribution or benefit of any Security received by it contrary to this Clause or in accordance with any reasonable directions given by the Chargee under this Clause.

## 15.7 Additional Security

- (a) The Charges are in addition to and are not in any way prejudiced by any other guarantees or Security now or subsequently held by the Chargee.
- (b) No prior Security held by the Chargee (in its capacity as such or otherwise) over any Charged Asset will merge into the Charges.

## 15.8 Security held by Chargor

The Chargor must not, without the prior consent in writing of the Chargee (such consent shall not be unreasonably withheld or delayed), hold any Security from any other Obligor in respect of the Chargor's liability under this Deed. The Chargor will hold any Security held by it in breach of this provision on trust for the Chargee.

## **16. DISCHARGE OF SECURITY**

### **16.1 Release**

The Chargee shall at the request and cost of the Chargor promptly release, reassign or discharge (as appropriate) the relevant Charged Assets from the Charges within fifteen (15) Business Days (or such shorter period as agreed by the Lender in writing) upon confirming (at the Chargee's sole and absolute discretion) that:

- (a) the Secured Obligations have been irrevocably paid or discharged in full or as required or permitted by the Finance Documents; or
- (b) the relevant Charged Assets are required to be released, reassigned or discharged (as appropriate and pursuant to the terms and conditions to be agreed between the Parties in writing) in relation to the Placing of any Shares.

### **16.2 Retention of Security**

If any amount paid or credited to the Chargee under this Deed is capable of being avoided or otherwise set aside on the liquidation or bankruptcy of the Chargor or any other person or otherwise, that amount shall not be considered to have been paid for the purposes of determining whether all the Secured Obligations have been irrevocably paid.

### **16.3 Consolidation**

Any restrictions on the consolidation of Security shall be excluded to the fullest extent permitted by applicable law and the Chargee shall, so far as it is lawful and subject to other provisions of this Deed, be entitled to consolidate all or any of the Charges with any other Security whether in existence on the date of this Deed or in the future.

## **17. EXPENSES, STAMP DUTY AND INTEREST**

### **17.1 Amendment costs**

If the Chargor requests an amendment, waiver or consent, the Chargor shall, within five (5) Business Days of demand reimburse the Chargee (and its directors, officers, employees and agents) for the amount of all reasonable costs and expenses (including

legal fees) properly incurred by the Chargee in responding to, evaluating, negotiating or complying with that request.

#### **17.2 Enforcement costs**

The Chargor shall, within five (5) Business Days of demand, pay to the Chargee the amount of all reasonable costs, losses, liabilities and expenses (including legal fees and fees of any experts and agents) properly incurred by the Chargee, any Receiver or any Delegate in relation to this Deed (including the enforcement or preservation of any rights under or in connection with this Deed).

#### **17.3 Stamp taxes**

The Chargor shall pay and, within five (5) Business Days of demand, indemnify the Chargee against any reasonable cost, all stamp duty, registration and other similar Taxes payable in respect of this Deed.

### **18. PAYMENTS**

#### **18.1 Demands**

Any demand for payment made by the Chargee shall be accompanied by a statement of the relevant obligations.

#### **18.2 Payments**

All payments by the Chargor under this Deed (including damages for its breach) shall be made in HK\$ or such other relevant currency (in the case of amounts payable under Clause 17 (*Expenses, stamp duty and interest*)) and to such account, with such financial institution and in such other manner as the Chargee may reasonably direct.

#### **18.3 Continuation of accounts**

At any time after:

- (a) the receipt by the Chargee of notice (either actual or otherwise) of any subsequent Security affecting the Charged Assets; or
- (b) any step is taken in relation to the winding-up or bankruptcy (as applicable) of the Chargor,

the Chargee may open a new account in the name of the Chargor with a bank it chooses (whether or not it permits any existing account to continue). If the Chargee does not open such a new account, it shall nevertheless be treated as if it had done so when the relevant event occurred. No moneys paid into any account, whether new or continuing, after that event shall discharge or reduce the amount recoverable pursuant to this Deed.

#### 18.4 Subrogation

So long as any Charge remains outstanding:

- (a) any rights of the Chargor, by reason of the performance of any of its obligations under this Deed, the enforcement of any of the Charges or any action taken pursuant to any rights conferred by or in connection with this Deed, to be indemnified by any person, to prove in respect of any liability in the winding-up of any person or to take the benefit of or enforce any Security, guarantees or indemnities, shall be exercised and enforced only in such manner and on such terms, as the Chargee may reasonably require; and
- (b) any amount received or recovered by the Chargor (i) as a result of any exercise of any such rights or (ii) in the winding-up of any person shall be held in trust for and promptly in any event within five (5) Business Days paid to the Chargee.

### 19. TAX GROSS UP

#### 19.1 Definitions

In this Clause 19:

“**Tax Deduction**” means a deduction or withholding for or on account of Tax from a payment under this Deed.

“**Tax Payment**” means an increased payment made by the Chargor to the Chargee under Clause 19.2 (*Tax gross-up*).

#### 19.2 Tax gross-up

- (a) The Chargor shall make all payments to be made by it without any Tax Deduction, unless a Tax Deduction is required by applicable law.

- (b) The Chargor shall promptly upon 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) notify the Chargee accordingly.
- (c) If the Tax Deduction is required by law to be made by the Chargor, the amount of the payment due from the Chargor shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the payment which would have been due if no Tax Deduction had been required.
- (d) If the Chargor is required to make a Tax Deduction, the Chargor shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by applicable law.
- (e) Within 30 days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Chargor shall deliver to the Chargee evidence reasonably satisfactory to the Chargee that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

## 20. OTHER INDEMNITIES

### 20.1 Currency indemnity

- (a) If any sum due from the Chargor under this Deed (a “**Sum**”), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the “**First Currency**”) in which that Sum is payable into another currency (the “**Second Currency**”) for the purpose of:
  - (iii) making or filing a claim or proof against the Chargor;
  - (iv) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

the Chargor shall as an independent obligation, within five (5) Business Days of demand, indemnify the Chargee against any reasonable cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (A) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (B) the rate or rates of exchange available to the Chargee at the time of its receipt of that Sum provided that any payment made to the Chargee shall be in HK\$.



- (b) The Chargor waives any right it may have in any jurisdiction to pay any amount under this Deed in a currency or currency unit other than that in which it is expressed to be payable.

## 20.2 Other indemnities

To the fullest extent permitted by applicable law, the Chargor shall indemnify the Chargee (and its directors, officers, employees and agents), any Receiver and any Delegate against all losses, liabilities, damages, reasonable costs and expenses properly incurred by it or them in the execution or performance of the terms and conditions of this Deed and against all actions, proceedings, claims, demands, costs, charges and expenses (including legal fees and fees of any experts or agents) which may be properly incurred, sustained or arise in respect of the non-performance or non-observance of any of the undertakings and agreements of the Chargor in this Deed or in respect of any matter or thing done or omitted relating in any way whatsoever to the Charged Assets, including, losses, liabilities, damages, reasonable costs and expenses suffered or properly incurred in connection with:

- (a) the preservation, enforcement, realisation or exercise of any Security created, or any powers conferred, by this Deed or by applicable law;
- (b) the exchange of any share certificate(s) or other documents of title in respect of the Charged Assets of any denomination(s) for any share certificate(s) or other documents of title of other denomination(s) if reasonably necessary to do so; and
- (c) any Charged Assets being deemed not to be freely transferable or deliverable or to be defective,

except to the extent such losses, liabilities, damages, costs and expenses suffered or incurred are caused by the gross negligence, fraud or wilful misconduct of the Chargee (and its directors, officers, employees and agents), Receiver and Delegate, and, for the avoidance of doubt, each of the indemnities in this paragraph shall survive discharge of the Secured Obligations.

## 20.3 Indemnities separate

Each indemnity in this Deed shall:

- (a) constitute a separate and independent obligation from the other obligations in any Finance Document;
- (b) give rise to a separate and independent cause of action;

- (c) apply irrespective of any indulgence granted by any person;
- (d) continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any Obligation or any other judgment or order; and
- (e) apply whether or not any claim under it relates to any matter disclosed by the Chargor or otherwise known to the Chargee.

## **21. SET-OFF**

The Chargee may set off any matured obligation due from the Chargor under this Deed or any other Finance Document against any matured obligation owed by the Chargee to the Chargor under this Deed or any other Finance Document, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Chargee may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

## **22. EVENTS OF DEFAULT**

Each of the events or circumstances set out in the following sub-clauses of this Clause 22 is an Event of Default.

- (a) Failure to perform the Secured Obligations

Any of the Obligors fails to perform or discharge any of the Secured Obligations under any Finance Document.

- (b) Misrepresentation

Any representation or statement made by an Obligor in any Finance Document or any other document delivered by or on behalf of any Obligor under or in connection with any Finance Document is incorrect in any material respect or misleading in any material respect.

- (c) Insolvency and capacity

- (i) An Obligor is or is presumed or deemed (under applicable law) to be unable or admits inability to pay its/his debts as they fall due, suspends making payments on any of its/his debts or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its/his creditors with a view to rescheduling any of its indebtedness; or

(ii) If any Obligor (being an individual) dies, is of unsound mind or becomes mentally incapacitated.

(d) Insolvency proceedings

Any corporate action, legal proceedings or other procedure or step is taken in relation to:

- (i) the suspension of payments, a moratorium of any indebtedness, winding-up, dissolution, liquidation, bankruptcy, administration, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of an Obligor;
- (ii) a composition or arrangement with any creditor of an Obligor, or an assignment for the benefit of creditors generally of an Obligor or a class of such creditors; or
- (iii) the appointment of a liquidator, receiver, administrator, administrative receiver, compulsory manager, provisional supervisor or other similar officer in respect of the Charged Company and/or the Chargor or any of its material assets,

or any analogous procedure or step is taken in any jurisdiction.

(e) Creditors' process

Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of any of the Obligors having an aggregate value of HK\$30,000,000 or its equivalent in other currencies and is not discharged within thirty (30) days.

(f) Repudiation

An Obligor repudiates any Finance Document or expresses in written form an intention to repudiate any Finance Document.

(g) Unlawfulness; Ineffective security

It is or becomes unlawful for an Obligor to perform any of its/his obligations under the Finance Documents or any Security created or expressed to be created or evidenced by the Finance Documents ceases to be legal, valid, binding, enforceable or effective.

(h) Cross default

Any event of default (howsoever described) occurs under any other Finance Document.

(i) **Criminal and other proceedings**

Any investigation, litigation, arbitration or proceeding (in each case, criminal or otherwise) is formally instituted or commenced against any Obligor by reason of actual or alleged dishonesty, gross negligence or fraud, including with respect to applicable anti-bribery and anti-corruption laws, which may have any material adverse effect on such Obligor's ability to observe any of its obligations under the relevant Finance Document.

**23. RIGHTS, AMENDMENTS, WAIVERS AND DETERMINATIONS**

**23.1 Ambiguity**

Where there is any ambiguity or conflict between the rights conferred by applicable law and those conferred by or pursuant to this Deed, the terms of this Deed shall prevail.

**23.2 Remedies and waivers**

No failure to exercise, nor any delay in exercising, on the part of the Chargee or any Delegate any right or remedy under this Deed shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by applicable law.

**23.3 Amendments and waivers**

Any term of this Deed may be amended or the observance of any term of this Deed may be waived (either generally or in a particular instance and either retroactively or prospectively) only with the prior written consent of the Chargee and the Chargor.

**23.4 Determinations**

Any determination by or certificate of the Chargee or any Delegate under or in connection with this Deed shall, in the absence of manifest errors, be conclusive evidence of the matters to which it relates.

**23.5 Chargor's Waiver**

The Chargor waives, to the extent permitted under applicable law, all rights it may otherwise have to require that the Charges be enforced in any particular order or manner or at any particular time or that any sum received or recovered from any person, or by virtue of the enforcement of any of the Charges or any other Security, which is capable of being applied in or towards discharge of any of the Secured Obligations is so applied.

## 24. PARTIAL INVALIDITY

If at any time any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.

## 25. NOTICES

### 25.1 Communications in writing

Any notice required or permitted pursuant to this Deed shall be given in writing and shall be given either personally or by sending it by courier service, registered post, email or fax to the address or fax number of the relevant Party as provided in Clause 25.2 (*Addresses*) below (or at such other address as such Party may designate by five (5) Business Days' advance written notice to the other Party given in accordance with this Clause 25).

### 25.2 Addresses

The addresses and fax numbers for service of a notice in connection with this Deed are.

#### **To the Chargee:**

Name: **Noble Wisdom Ever Limited**

Address: 27/F., AIA Central, 1 Connaught Road Central

Facsimile: 852-35778928

Email: cgchengang@chamc.com.cn

Attention: Mr. Chen Gang / Guo Yiyuan

#### **To the Chargor:**

Name: Golden Diamond Inc.

Address: Hip Shing Hong Centre, 55 Des Voeux Road, Central, Hong Kong

Facsimile: N/A

Email: 1724374231@qq.com

Attention: Lin Ping

### 25.3 Deemed notice

Any notice, demand or other communication so addressed to the relevant Party shall be deemed to have been delivered (a) if delivered by hand or courier service, at the time of delivery; (b) if sent by pre-paid registered post, on the fourth (4th) Business Day (on the 7<sup>th</sup> Business Day in the case of an addressee in a different jurisdiction) after the time of posting; and (c) if given or made by email or fax, immediately after it has been despatched with a confirmation that all pages have been transmitted except where despatch is not on a Business Day. If a communication would otherwise be deemed to have been delivered outside normal business hours (after 5:30 p.m. on a Business Day) in the time zone of the territory of the recipient under the preceding provisions of this Clause 25, it shall be deemed to have been delivered at 9:30 a.m. on the next Business Day in the territory of the recipient. In proving service of a communication, it shall be sufficient to show that delivery by hand or courier was made or that the envelope containing the communication was properly addressed and posted as a pre-paid letter or that the facsimile transmission was despatched and a confirmatory transmission report or other acknowledgement of good receipt was received.

### 25.4 Exceptions relating to legal process

For the avoidance of doubt, the provisions of this Clause 25 shall not apply in relation to the service of any claim form, application notice, order, judgment or other notice of legal process relating to or in connection with any proceeding, suit or action arising out of or in connection with this Deed.

## 26. CHANGES TO PARTIES

### 26.1 No transfer by the Chargor

Unless with the prior written consent of the Chargee (which consent may be given or withheld at the absolute discretion of the Chargee), the Chargor shall not and shall not agree to transfer or assign all or any part of its rights and/or obligations under this Deed to any person.

### 26.2 Transfer by the Chargee

- (a) The Chargee may at any time transfer or assign all or any part of its rights and/or obligations under this Deed to any of its Affiliates.

- (b) The Chargor agrees to execute all documents and take all action that may reasonably be required by the Chargee in respect of any assignment or transfer at the costs of the Chargee. Any such assignee or transferee shall be and be treated as a Party for all purposes of this Deed and shall be entitled to the full benefit of this Deed to the same extent as if it were an original party in respect of the rights or obligations assigned or transferred to it.
- (c) Notwithstanding any transfer or assignment by the Chargee pursuant to any Finance Document and/or this Clause 26.2, the Chargor's obligations under Clause 26.2(b) above will continue for the benefit of the assignee or successor of the Chargee.

### **26.3 Assignments and transfers**

The Chargor:

- (a) upon reasonable request of the Chargee or any successor Chargee will execute and authorises the Chargee to execute on its behalf any and all instruments for fully vesting in and confirming to the successor Chargee all such rights and obligations in accordance with the provisions of this Deed; and
- (b) by way of security irrevocably authorises the Chargee to execute on its behalf any document the Chargee considers reasonably necessary in relation to any transfer or assignment contemplated by this Deed or the Finance Documents.

## **27. COUNTERPARTS**

This Deed may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Deed.

## **28. GOVERNING LAW AND DISPUTE RESOLUTION**

### **28.1 Governing Law**

This Deed 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 and take effect in accordance with the laws of Hong Kong.

### **28.2 Dispute Resolution**

- (a) With respect to any question, dispute, suit, action or proceedings arising out

of or in connection with this Agreement (“Proceedings”), each Party irrevocably:

- (i) submits to the exclusive jurisdiction of the courts of Hong Kong; and
- (ii) waives any objection which it may have at any time to the laying of venue of any Proceedings brought in any such court, waives any claim that such Proceedings have been brought in an inconvenient forum and further waives the right to object, with respect to such Proceedings, that such court does not have any jurisdiction over such Party

## **29. THIRD PARTY RIGHTS**

29.1 Unless expressly provided to the contrary in the Finance Documents or this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623) (the “Third Parties Ordinance”) to enforce or enjoy the benefit of any term of this Deed.

29.2 Notwithstanding any term of the Finance Documents or this Deed, the consent of any person who is not a Party is not required to rescind or vary this Deed at any time.

29.3 Any Receiver and/or Delegate may, subject to this Clause 29 and the Third Parties Ordinance, rely on any clause of this Deed which expressly confers rights on it.

## **30. WAIVER OF IMMUNITY**

The Chargor irrevocably and unconditionally:

- (a) agrees that if the Chargee brings proceedings against it or the Charged Assets in relation to this Deed, no immunity from those proceedings (including suit, attachment prior to judgment, other attachment, the obtaining of judgment, execution or other enforcement) will be claimed by or on behalf of itself or with respect to the Charged Assets;
- (b) waives any such right of immunity which it or the Charged Assets; and
- (c) consents generally in respect of any such proceedings to the giving of any relief or the issue of any process in connection with those proceedings,



including the making, enforcement or execution against the Charged Assets of any order or judgment which may be made or given in those proceedings.

In witness whereof this Deed has been executed as a deed on the day and year first above written.

**SCHEDULE 1  
RIGHTS OF CHARGEES**

After the Charges have become enforceable, the Chargee shall have the right, either in its own name or in the name of the Chargor or otherwise and in such manner and upon such terms and conditions as the Chargee reasonably thinks fit, and either alone or jointly with any other person:

**(a) Take possession**

to take possession of the Charged Assets, and to require payment to it of all Dividends, to complete any forms of transfer and to procure the transfer of the Charged Assets into the name of the Chargee or its nominee and, if necessary, take possession of and collect the certificate(s) and/or other documents of title relating to the Charged Assets;

**(b) Deal with Charged Assets**

to sell, transfer, assign, exchange or otherwise dispose of or realise the Charged Assets to any person either by public offer or auction, tender or private contract and for a consideration of any kind;

**(c) Rights of ownership**

to exercise and do (or permit the Chargor or any nominee of it to exercise and do) all such rights and things as the Chargee would be capable of exercising or doing if it were the absolute beneficial owner of the Charged Assets;

**(d) Claims**

to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person relating to the Charged Assets;

**(e) Legal actions**

to bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Charged Assets;

**(f) Redemption of Security**

to redeem any Security (whether or not having priority to the Charges) over the Charged Assets and to settle the accounts of any person with an interest in the Charged Assets;

**(g) Spend money**

in the exercise of any of the above powers, to spend such sums as the Chargee may reasonably think fit and the Chargor shall within five (5) Business Days of a written

demand pay to the Chargee or the Receiver (as the case may be) all sums so spent together with interest on those sums at such reasonable rates as the Chargee may from time to time determine from the time they are paid or properly incurred, and those sums (together with such interest) shall be secured by the Charges; and

(h) **Other powers**

to do anything else the Chargee may think fit for the realisation of the Charged Assets or incidental to the exercise of any of the rights conferred on it under or by virtue of this Deed, the Companies Ordinance and other applicable statutory provisions and common law.

**SCHEDULE 2**  
**FORMS OF LETTER OF INSTRUCTION, STANDARD FORMS OF TRANSFER**  
**AND CONTRACT NOTES**

**PART 1**

**FORM OF LETTER OF INSTRUCTION TO CUSTODIAN**

To: **Lego Securities Limited**  
[\*]

Date: \_\_\_\_\_

Dear Sirs

**Account Name: GOLDEN DIAMOND INC.**

**Account Number:** \_\_\_\_\_

**Name of Stock:** \_\_\_\_\_

**Quantity:** \_\_\_\_\_

We refer to the share charge dated [ \_\_\_\_\_ ] 2019 between Golden Diamond Inc. as chargor, and Noble Wisdom Ever Limited as chargee in respect of a charge over certain ordinary shares of HK\$0.01 each in KEE Holdings Company Limited (Stock Code: 2011).

As per the stamped Bought/Sold Note / standard form of transfer, dated \_\_\_\_\_ (see enclosed), please be instructed to transfer the abovementioned securities from the account of Golden Diamond Inc. with immediate effect to \_\_\_\_\_, who maintains an account with \_\_\_\_\_, account number \_\_\_\_\_.

Yours faithfully  
For and on behalf of  
Golden Diamond Inc.

\_\_\_\_\_  
Name:  
Title:

PART 2

STANDARD FORMS OF TRANSFER

STANDARD FORM OF TRANSFER 轉讓書

To be completed in every detail and in black capitals 請詳細填寫並用正楷填寫		Space for Stamping 轉讓須知印	
Name of Company 公司名稱			
Type of Securities 證券種類		Stock Code (Based on SEHK) 股份代號 (在香港聯合交易所上市)	
No. of Shares/Amount of Warrants 股數/認購權總數	Figures 圖碼		
	Words 大寫		
Certificate Number 票據號碼		Par Value 價值 (如有) 港幣	
TRANSFEROR 轉讓人 NAME(S) IN ENGLISH 英文姓名 Name Continuation/Joint Holders Name 續姓名/聯名大姓名 (Surname first & in black capitals) (請先寫姓氏，並用正楷填寫)	1)	Name(s) in Chinese 中文姓名	
	2)	3)	
	3)	4)	5)
<p>For the consideration stated below the "Transferor" named above does hereby transfer to the "Transferee" named below the above demonstration of securities represented by the above certificate(s) subject to the conditions on which the said securities are now held by the Transferor(s) and the Transferee(s) hereby agree to accept and hold the said securities subject to the conditions aforesaid. Special clause in PRC law mentioned worded are applicable for the transfer of H shares only. 轉讓人及承讓人同意受讓及持有，按下列之聲明。所上之聲明列明之證券由轉讓人下讓承讓人。此項交易須符合所規定之條件。受讓或持有上列證券。受讓所包括之申請須與轉讓人同意受讓。</p>			
Consideration 對價			
<p>Name: (a) Name of Transferor(s) in full, by surname, forename or other names. 承讓人詳細姓名，包括姓氏，名字或頭名。 (b) Address (Joint shareholders / warrant holders should give one address each) 地址(聯名持有者用同一地址)。</p>			
TRANSFEEES 承讓人 NAME(S) IN ENGLISH 英文姓名 Name Continuation/Joint Holders Name 續姓名/聯名大姓名 (Surname first & in black capitals) (請先寫姓氏，並用正楷填寫)	1)	Name(s) in Chinese 中文姓名	
	2)	3)	
	3)	4)	5)
ADDRESS 地址 Flat/Room/Block No., Bldg., Street/Postal/Telephone, 大廈名稱 Street No., Name of Street, 門牌號碼，街名 District, Town, Postal Code 區域，市鎮名稱，郵政號碼	Telephone Number 電話號碼		Occupation 職業
	Country 國家		Existing Shareholder(s) 原有股東 Please mark "X" in this box 請於此格內填 "X" 號 <input type="checkbox"/>
	Name of Bank 銀行名稱		Account Number 帳戶號碼
Bonds/Address 分行/地址			
<p>SIGNED by the parties to this transfer (in black ink) 雙方簽字日期: _____          in the presence of          Signature of Witness 見證人簽名: _____          Address 地址: _____          Occupation 職業: _____          Signature(s) of Transferor(s) 轉讓人簽名</p>			
<p>SIGNED by the parties to this transfer (in black ink) 雙方簽字日期: _____          in the presence of          Signature of Witness 見證人簽名: _____          Address 地址: _____          Occupation 職業: _____          Signature(s) of Transferee(s) 承讓人簽名</p>			
賣方經紀印 (SELLER'S BROKER'S)	買方經紀印 (BUYER'S BROKER'S)	賣方經紀印 (SELLER'S BROKER'S)	買方經紀印 (BUYER'S BROKER'S)
3)	4)	5)	6)



**PART 3**  
**FORM OF CONTRACT NOTES**

**SOLD NOTE**

Name of Purchaser: \_\_\_\_\_

Address: \_\_\_\_\_

Name of Company in which the shares to be sold :      KEE Holdings Company Limited

Number of Shares: \_\_\_\_\_ of \_\_\_\_\_ each

Consideration: \_\_\_\_\_

\_\_\_\_\_  
(Seller)

Date: \_\_\_\_\_

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**BOUGHT NOTE**

Name of Seller:    Golden Diamond Inc.

Address: \_\_\_\_\_

Name of Company in which the shares to be bought :      KEE Holdings Company Limited

Number of Shares: \_\_\_\_\_ of \_\_\_\_\_ each

Consideration: \_\_\_\_\_

\_\_\_\_\_  
(Buyer)

Date: \_\_\_\_\_

**SCHEDULE 3**  
**FORM OF NOTICE TO THE CUSTODIAN**

From: Golden Diamond Inc.

To: **Lego Securities Limited**  
[Address of Custodian] Hong Kong

Copy to: Noble Wisdom Ever Limited (the “**Chargee**”)

Date: \_\_\_\_\_

Dear Sirs

**Account No: [ \* ] (the “Custodian Account”)**

You are hereby given notice that pursuant to a share charge dated [ ] 2019 (the “**Share Charge**”), a copy of which is attached, we have charged and assigned in favour of the Chargee, among other things, all our right, title and interest in and to all those ordinary shares having a par value of HK\$0.01 each in the capital of and issued by KEE Holdings Company Limited (Stock Code: 2011) (the “**Shares**”) which are owned (whether beneficially or legally) by us , which are deposited or to be deposited in our Custodian Account with you and the Additional Rights in relation thereto including all our rights (including dividends and distributions of any kind) both present and future against you with respect to the Custodian Account and credit balance (if any) from time to time of the Custodian Account (collectively, the “**Charged Assets**”).

We hereby irrevocably instruct you that:

- (a) until the Chargee notifies you in writing of the occurrence of an Event of Default, you shall, subject to us having complied for the time being with all provisions under your Customer Agreement entered into between you and us in such form as at the date of this notice without any further amendments or supplements (the “**Client Agreement**”), act on the joint instructions of us and the Chargee in relation to the Charged Assets except that we shall be entitled to withdraw dividends in relation to the Shares deposited in our Custodian Account with the consent from the Chargee before occurrence of an Event of Default;
- (b) after the Chargee notifies you in writing the occurrence of an Event of Default, you shall forthwith:



- (i) hold the Charged Assets and all your rights against HKSCC Nominees Limited in the Central Clearing and Settlement System (“CCASS”) established and operated by the Hong Kong Securities Clearing Company Limited or other person in connection with the Shares to the order of the Chargee;
  - (ii) pay all moneys in the credit balance of the Custodian Account without any set-off or deduction which now or hereafter become due by us to the Chargee to such account as the Chargee may specify in writing from time to time, including without set-off or deduction of amounts properly due to you from us in accordance with the terms of the Client Agreement regulating the Custodian Account which we have agreed not to be amended or varied without the Chargee’s prior written consent, other than in connection with and to the extent only of the recovery of our customary fees, costs and expenses solely in connection with the operation and administration of the Custodian Account;
  - (iii) transfer and release those Charged Assets to the account of the Chargee or its nominee as directed from time to time by the Chargee and those Charged Assets shall be held by the Chargee or its nominee (as the delegate and custodian of the Chargee) and all rights, title and interest in respect of those Charged Assets shall be held by the Chargee upon the transfer; and
  - (iv) act in accordance with the instructions of the Chargee in relation to the Charged Assets and the Custodian Account;
- (c) you should provide the Chargee with all information it may request in respect of the Charged Assets and promptly, in any event within five (5) Business Days upon receipt, copies of all monthly statements of account, transaction contracts, transaction confirmations, copies of all information received from CCASS or any other person in respect thereof.

These instructions shall be irrevocable until such time as you receive written notice from the Chargee stating that the Share Charge has been released or otherwise discharged.

In this notice, unless otherwise defined herein or the context requires otherwise, capitalised terms have the same meaning and construction as define in the Share Charge.

Please acknowledge these instructions by executing and delivering to us and the Chargee the attached acknowledgement.

Yours faithfully

.....  
 For and on behalf of  
 Golden Diamond Inc.

## Acknowledgement

From: **[Lego Securities Limited]**  
[Address of Custodian]

To: **Golden Diamond Inc.**  
and  
**Noble Wisdom Ever Limited**

Date: \_\_\_\_\_

Dear Sirs

We acknowledge receipt of the attached notice (the “**Notice**”) from Golden Diamond Inc. (the “**Chargor**”) relating to the security interest created in favour of Noble Wisdom Ever Limited (the “**Chargee**”) over, among other things, all those ordinary shares having a par value of HK\$0.01 each in the capital of and issued by KEE Holdings Company Limited (Stock Code: 2011) which are owned (whether beneficially or legally) by the Chargor, which are deposited or to be deposited in our Custodian Account with us and the Additional Rights in relation thereto including all your rights both present and future against us with respect to the Custodian Account and credit balance (if any) from time to time of the Custodian Account. Capitalised terms used but not otherwise defined in this Acknowledgement shall have the meanings given to such terms in the Notice. We confirm that as at the date of this Acknowledgement:

- (a) we undertake that we will, immediately upon receipt by us, deposit the Charged Assets into the Custodian Account;
- (b) we have not received any prior notice of assignment, mortgage or charge to or in favour of any person in respect of the Charged Assets;
- (c) we have no beneficial interest or other rights in the Charged Assets save and except pursuant to the Client Agreement; and
- (d) we will comply with the terms of the Notice, a copy of which is attached hereto, to the extent our rights and interests under the Client Agreement are not prejudiced by such compliance.

We also undertake during the period between the date of the service of the Notice on us and the date of release and/or discharge of the Share Charge:

1. not to take any action which may prejudice the Chargee’s rights in respect of the Charged Assets or our rights against the Central Clearing and Settlement System

established and operated by the Hong Kong Securities Clearing Company Limited or any other person in respect of the Charged Assets; and

2. to notify you of any event or circumstance of which we become aware which would or might affect or limit your rights under the Charges, or our or the Chargor's rights in respect of the Charged Assets.

We agree that during the period between the date of the service of the Notice on us and the date of release and/or discharge of the Share Charge, the terms of this Acknowledgement and the Notice shall override the Client Agreement and all other agreements entered into between the Chargor and us from time to time to the extent that any such agreements are inconsistent with the terms in the Acknowledgement and the Notice. We further agree that during the period between the date of the service of the Notice on us and the date of release and/or discharge of the Share Charge we will not assert any lien or right of set-off in respect of the Charged Assets or any monies or rights arising in respect thereof against you in respect of any claim we may have against the Chargor (other than in connection with and to the extent only of the recovery of our customary fees, costs and expenses solely in connection with the operation and administration of the Custodian Account). Under no circumstances are we or any of our affiliates, directors, officers or staff be held liable (including third-party liability) for any direct or indirect losses or direct, indirect, accidental, special or consequential damages in connection with and/or related to the arrangement provided in this Acknowledgement, whether in tort, contract or otherwise and in the event if this Acknowledgement is required to be disclosed or produced to any competent authorities, you shall, to the extent permissible by laws, notify us immediately.

This Acknowledgement shall be governed by and construed in accordance with the laws of Hong Kong.

Yours faithfully

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For and on behalf of  
**[Lego Securities Limited]**

**SCHEDULE 4**

**POWER OF ATTORNEY AND PROXY**

KEE Holdings Company Limited

The undersigned, **Golden Diamond Inc.**, hereby constitutes and appoints **Noble Wisdom Ever Limited** to be our Power of Attorney and Proxy to appear, vote and otherwise act, all in the name, place and stead of the undersigned in the same way that the undersigned might do and with the same powers, with respect to all of the shares in **KEE HOLDINGS COMPANY LIMITED (Stock Code: 2011 HK)** (hereinafter called "**KEE Holdings**"), owned or hereinafter acquired by the undersigned, at any and all meetings of the shareholders of KEE Holdings, on any and all matters, questions and resolutions that may come before such meetings, including, but not limited to, the election of directors or at any adjournment or adjournments thereof, or to consent on behalf of the undersigned in the absence of a meeting to anything that might have been voted on at such a meeting.

The undersigned hereby irrevocably authorises the Power of Attorney and Proxy or any of its directors to complete, date and put into effect the annexed (i) bought and sold note, (ii) form of transfer and (iii) transfer/settlement instruction at any time the shares in KEE Holdings has become enforceable as determined by the Power of Attorney and Proxy in its reasonable discretion.

The Power of Attorney and Proxy named herein is hereby given full power of substitution and revocation and may act through such agents, nominees or substitute Attorneys as it may from time to time appoint.

The power of such Power of Attorney and Proxy shall include (without limiting its general powers hereunder) the power to receive and waive any notice of any meeting on behalf of the undersigned.

And the undersigned agrees to ratify and confirm all that the said Power of Attorney and Proxy or its substitutes duly appointed shall do in the name, place and stead of the undersigned pursuant hereto.

**IN WITNESS** whereof the undersigned has hereunto executed this Power of Attorney as a deed

the day of July 2019.

**Executed as a DEED** by )  
 )  
for and on behalf of )  
**GOLDEN DIAMOND INC.** )  
in the presence of )

In witness whereof this Deed has been executed as a deed on the date stated above.

**THE CHARGOR**

**EXECUTED AND DELIVERED**

**AS A DEED**

for and on behalf of )  
**GOLDEN DIAMOND INC.** )

by           LIN PING           )  
Title: DIRECTOR )

in the presence of: )

*Sze Ka Yee*

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



*Lin Ping*

**THE CHARGEE**

SIGNED  
for and on behalf of  
**NOBLE WISDOM EVER LIMITED**

by WONG YAN  
Title: Director

in the presence of:

CHEN GANG

Witness name: CHEN GANG

Witness title: Director

Witness address: 23/F, MA CENTRAL, HK



Wong Yan