

DATED

2 July 2019

FACILITY AGREEMENT

between

(1) CHINA SUN CORPORATION

(2) CENTRAL EAGLE LIMITED

(3) GOLDEN DIAMOND INC.
("Borrowers")

and

(4) China Huarong Overseas Investment Holdings Co., Limited
中国华融海外投资控股有限公司
("Lender")

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This Agreement is made on 2nd July 2019

Parties

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

(Borrower A, Borrower B and Borrower C, collectively the "**Borrowers**", and each of them a "**Borrower**")

- (4) **China Huarong Overseas Investment Holdings Co., Limited** (中国华融海外投资控股有限公司), a company incorporated under the laws of Hong Kong Special Administration Region, with company number 2364743 whose registered office is at 27/F AIA Central, 1 Connaught Road, Central, Hong Kong ("**Lender**")

BACKGROUND

- (A) Pursuant to a sale and purchase agreement dated [2nd] July 2019 and entered into between the Borrowers (as buyers), Glory Emperor Trading Limited (as seller) and Noble Wisdom Ever Limited (as warrantor), the Borrowers acquired in aggregate 326,089,600 ListCo Shares. Accordingly, the Borrowers are obliged under the Codes on Takeovers and Mergers and Share Buy-backs to make the General Offer for all the ListCo Shares (other than the ListCo Shares held by them or parties acting in concert with them).
- (B) At request of the Borrower, the Lender has agreed to provide the Borrowers with a term loan facility of HK\$240,000,000.00 solely for the purpose of the acquisition aforementioned in paragraph (A).

IT IS AGREED as follows

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

The following definitions apply in this agreement.

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

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

Available Facility: means, save as otherwise provided in this Agreement, at any time, the Lender’s Commitment minus:

- a) the aggregate amount of any outstanding Loans, and
- b) (in relation to any proposed Utilisation) the amount of any Loan (other than the Loan that is the subject of such proposed Utilisation) that is due to be made on or before the proposed Utilisation Date.

Availability Period: the period commencing on the first date of the General Offer to and including the date falling on the 15th Business Days after the General Offer Closing Date.

Business Day: a day other than a Saturday, Sunday or a public holiday in Hong Kong when banks in Hong Kong are open for business.

Change of Control: a situation where:

- a) any person, or group of connected persons not having control (i.e. having 30% or more of the entire issued capital) of any of the Borrowers on the date of this agreement acquires control of any of the Borrowers; or
- b) any shareholder of any of the Borrowers who owns 30% or more of the issued ordinary share capital of that Borrower on the date of this agreement transfers (whether by a single transfer or a series of transfers at different times) shares constituting, in aggregate, 30% or more in nominal value of that Borrower's issued ordinary share capital without the Lender's prior written consent.

Commitment: the principal amount of the Facility set out in clause 2.1, to the extent not cancelled or reduced under this agreement.

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

- a) that is or becomes public information other than as a direct or indirect result of any breach by the Lender of clause 17;

- b) is identified in writing by the Borrower (or any of the Borrowers' advisers) at the time of delivery as non-confidential; or
- c) is known to the Lender before it is disclosed to the Lender by the Borrowers (or any of the Borrower's advisers) or is lawfully obtained by the Lender from another source, in either case, through no breach of confidentiality of which the Lender is or becomes aware.

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

Designated Account: has

Disruption Event: either or both of:

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

Event of Default: any event or circumstance listed in clause 15.1 to clause 15.10.

Exchange: The Stock Exchange of Hong Kong Limited

Facility: the term loan facility made available under this Agreement as the same may be reduced, varied or cancelled in accordance with the terms of this Agreement.

Finance Documents: means collectively this Agreement, the Fund Proof Letter, any Utilisation Request, and any other document designated as such by the Lender and the Borrower; and **Finance Document** means any one of them.

Financial Indebtedness: means any indebtedness for or in respect of:

- a) moneys borrowed;
- b) any amount raised by acceptance under any acceptance credit facility;
- c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with generally accepted accounting principles in Hong Kong, be treated as a finance or capital lease;

- e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
- h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- i) (without double counting) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs a) to h) above.

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

General Offer Closing Date: means the date of closing of the General Offer

Hong Kong Dollars/ HKS: the official currency of the Hong Kong

Increased Costs: any:

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

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

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

Interest Period: has the meaning ascribed to it in clause 5.3

Interest Rate: fifteen point thirty-three per cent per annum (15.33% p.a.)

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

ListCo Shares: ordinary shares of the ListCo.

Loan: means, as the context requires, a loan made or to be made by the Lender to the Borrowers under this agreement or the principal amount outstanding for the time being of that loan.

Loan Agreement: means the loan agreement dated on or before the date of this Agreement and entered into, amongst others, the Borrowers as borrowers and Noble Wisdom Ever Limited as Lender in respect of the term loan facility in the maximum aggregate principal amount of HK\$546,852,259.20.

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

- a) is likely to materially and adversely affect any Borrower's ability to perform or otherwise comply with all or any of its payment obligations **OR** material obligations under the Finance Documents;
- b) is likely to materially and adversely affect the business, operations, property, condition (financial or otherwise) or prospects of any Borrower; or
- c) is likely to result in any Finance Document not being legal, valid and binding on, and enforceable in accordance with its terms against, any Borrower and, in the case of the Debenture, not providing to the Lender security over the assets expressed to be subject to a security interest under the Debenture.

Obligors: means collectively each of the Borrowers; and **Obligor** means any one of them.

Party: a party to this Agreement

Permitted Security: any Security arising under:

- a) the Security Documents; and
- b) Security created or outstanding with the Lender's prior written consent which for the avoidance of doubt shall include any and all Security created pursuant to the Loan Agreement.

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

Prepayment Date: means each date set out in Clause 7.2.

Principal: means the sum of HK\$ 240,000,000.00.

Relevant Jurisdiction: means in relation to an Obligor:

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

- d) the jurisdiction whose laws govern the perfection of any of the Security Documents entered into by it.

Repayment Date: means last day of the third (3rd) month after the Utilisation Date.

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

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

Subsidiary: means in relation to any company or corporation, a company or corporation:

- a) which is controlled, directly or indirectly, by the first mentioned company or corporation;
- b) more than half the issued equity share capital of which is beneficially owned, directly or indirectly, by the first mentioned company or corporation; or
- c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

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

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

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

Tax Payment: either the increase in a payment any Borrower makes to the Lender under clause 10.1 or a payment under clause 10.2.

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

Utilisation: means a utilisation of the Facility.

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

Utilisation Request: a Utilisation request, substantially in the form set out in Schedule 2.

1.2 Interpretation

In this agreement:

- (a) clause, Schedule and paragraph headings shall not affect the interpretation of this agreement;
- (b) a reference to a **person** shall include a reference to an individual, firm, company, corporation, partnership, unincorporated body of persons, government, state or agency of a state or any association, trust, joint venture or consortium (whether or not having separate legal personality);
- (c) unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular;
- (d) unless the context otherwise requires, a reference to one gender shall include a reference to the other genders;
- (e) a reference to a party shall include that party's successors, permitted assigns and permitted transferees and this agreement shall be binding on, and enure to the benefit of, the parties to this agreement and their respective personal representatives, successors, permitted assigns and permitted transferees;
- (f) a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time;
- (g) a reference to a statute or statutory provision shall include all subordinate legislation made from time to time under that statute or statutory provision;
- (h) a reference to a time of day is to London time;
- (i) a reference to **writing** or **written** includes fax and email;
- (j) an obligation on a party not to do something includes an obligation not to allow that thing to be done;
- (k) a reference to **this Agreement** (or any provision of it) or to any other agreement or document referred to in this agreement is a reference to this agreement, that provision or such other agreement or document as amended (in each case, other than in breach of the provisions of this agreement) from time to time;
- (l) unless the context otherwise requires, a reference to a clause or Schedule is to a clause of, or Schedule to, this agreement and a reference to a paragraph is to a paragraph of the relevant Schedule;
- (m) any words following the terms **including, include, in particular, for example** or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
- (n) a reference to **directly** or **indirectly** means (without limitation) either alone or jointly with any other person, whether on his own account or in partnership with

another (or others) as the holder of any interest in or as officer, employee or agent of or consultant to any other person;

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

1.3 Schedules

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

2. THE FACILITY

2.1 Facility

- (a) The Lender agrees to make available to the Borrower the Facility in an aggregate amount of HK\$240,000,000.00 ("**Commitment**") on the terms, and subject to the conditions, of this agreement.

- (b) Subject to each of the Borrowers may utilize the Facility in accordance with clause 8.

3. PURPOSE AND LIABILITIES

3.1 Purpose

The Borrowers shall apply all monies borrowed by it under the Facility towards the payment of the cash consideration for the ListCo Shares tendered by the shareholders of the ListCo.

3.2 Joint and Several Liabilities

The Borrowers' liabilities and responsibilities under this Agreement is joint and several. The Borrowers irrevocably and unconditionally and jointly and severally undertakes to the Lender the due and punctual performance by each Borrower of all obligations under this Agreement and the Finance Documents.

3.3 Monitoring

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

4. CONDITIONS PRECEDENT

4.1 Initial conditions precedent

The Borrowers may not deliver a Utilisation Request unless the Lender has received all the documents and evidence specified in Schedule 1 each in form and substance satisfactory to the Lender, unless the Lender has waived in writing delivery of such documents or evidence in writing pursuant to Clause 4.3. The Lender shall notify the Borrowers promptly upon receiving such documents and other evidence.

4.2 Further conditions precedent

In addition to each Borrower's compliance with clause 4.1, the Lender's obligation to pay the Loan in accordance with clause 8.5 is also subject to the further conditions precedent that, on both the date of the Utilisation Request and the proposed Utilisation Date:

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

4.3 Waiver

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

5. INTEREST

5.1 Payment of interest

- (a) The Borrowers shall jointly and severally pay to the Lender interest on a Loan at the Interest Rate, in arrears on the last day of each Interest Period, subject to clause 5.1(b) below, provided that as between the Borrowers (but not against the Lender for the avoidance of doubt), each of the Borrowers shall be responsible to pay to the Lender interest on the relevant Loan drawn down by such Borrower.
- (b) In the event that any Borrower opt to repay its Loans in full or in part earlier than the Repayment Date in accordance with clause 7.2, the interest on that part of the Loan prepaid shall be payable on the prepayment date specified in the relevant prepayment notice served on the Lender.

5.2 Calculation of interest

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

5.3 Commencement date of Interest Period

The interest period for a Loan (the “**Interest Period**”) shall be for a period of three (3) months and for the first Interest Period commence from the Utilisation Date and for each subsequent Interest Period, on the last day of the preceding Interest Period.

5.4 Non-Business Days

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

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

6. DEFAULT INTEREST

6.1 Default interest

- (a) If any of the Borrowers does not pay any amount it is obliged to pay under the this Agreement within 30 days after the date when it is due (the “**Grace Period**”), interest shall accrue at the rate set out in clause 6.1(b) on that Unpaid Amount from the first day following the expiry of the Grace Period and ending on the date the Lender receives it, both before and after judgment.

- (b) The rate of interest applicable to the Unpaid Amount shall be 12% per annum during the period of non-payment.

6.2 Default interest payable on demand

Interest accrued under this clause 6 shall be immediately payable by the Borrower jointly and severally on demand by the Lender, and if the Borrower does not pay that interest when due, it shall be added to the Unpaid Amount but will remain immediately due and payable.

7. REPAYMENT, PREPAYMENT AND CANCELLATION

7.1 Repayment of Loans

The Borrowers shall repay the Loans in full together with accrued interest (if any) and all other amount accrued under the Finance Documents on the Repayment Date.

7.2 Voluntary prepayment

- (a) A Borrower may prepay part or all of a Loan by serving a prepayment notice to the Lender five Business Days in advance. A Borrower may only do this if:
 - (i) the notice specifies the date and amount of the prepayment which must be a whole multiple of HK\$5,000,000; and
 - (ii) the prepayment does not result in an Event of Default.
- (b) On prepayment of part or all of a Loan in accordance with clause 7.2(a), the Commitment shall immediately be reduced by an amount equal to the amount of the Loan prepaid.

7.3 Cancellation

The Facility may not be cancelled except as otherwise provided in this Agreement.

7.4 Illegality

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

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

- (b) To require prepayment under clause 7.4(a), the Lender shall give notice to the Borrowers demanding prepayment and giving the date for that prepayment (being no earlier than the last day of any applicable grace period permitted by law). The date for prepayment shall be:
 - (i) the next Interest Payment Date; or
 - (ii) if earlier, the date the Lender certifies to be the last date for payment under any applicable law, regulation, direction, request, requirement, judgment or order specified in clause 7.4(a).
- (c) The Borrowers shall prepay the Loans as set out in the notice, together with accrued interest on that Loans and all other sums payable under the Finance Documents.

7.5 Change of Control

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

7.6 Repayment, prepayment and cancellation general provisions

- (a) All payments that each Borrower makes under this agreement shall be made:
 - (i) in full, without any deduction (except as allowed by clause 10.1), set-off or counterclaim; and
 - (ii) in immediately available cleared funds on the due date to an account which the Lender may specify to the Borrowers for the purpose.
- (b) Any cancellation or prepayment notice that any Borrower gives under this agreement shall be irrevocable. A prepayment notice shall oblige that Borrower to prepay the relevant amount of Loan as set out in that notice.
- (c) The Borrowers may not re-borrow any part of the Facility which has either been repaid or prepaid under this agreement.
- (d) Any prepayment under this agreement shall be made together with accrued interest on the amount prepaid, and subject to any break costs payable under clause 11.2, without premium or penalty.
- (e) If the relevant Borrower does not make a prepayment on the date for prepayment specified in this agreement, or gives a prepayment notice but fails to make the

prepayment on the date specified in the prepayment notice, the default interest provisions of clause 6 shall apply to the unpaid prepayment amount.

- (f) No repayment or prepayment is permitted, except in accordance with the express terms of this Agreement.

7.7 Partial payments

- (a) If the Lender receives a payment that is insufficient to discharge all the amounts then due and payable by a Borrower under the Finance Documents, the Lender shall apply the payment in settlement of the obligations of that Borrower in the following order:
 - (i) first, in or towards payment of any unpaid fees, costs and expenses of the Lender under or in connection with this Agreement;
 - (ii) secondly, in or towards payment of any accrued but unpaid interest in respect of the Loan;
 - (iii) thirdly, in or towards payment of any principal due but unpaid under the Loan; and
 - (iv) fourthly, in or towards payment of any other sum due but unpaid under the Finance Documents.
- (b) The provisions of this clause 7.7 shall override any appropriation made by any of the Borrowers.

8. UTILISATION

8.1 Delivery of a Utilisation Request

Each of the Borrowers may utilise the Facility by delivering a duly completed Utilisation Request to the Lender by not later than 10.00 a.m. on the date falling two (2) Business Day before the proposed Utilisation Date (or such shorter time as the Lender may otherwise agree).

8.2 Completion of a Utilisation Request

A Utilisation Request:

- (a) shall only be regarded as having been duly completed if:
 - (i) the proposed Utilisation Date is a Business Day within the Availability Period;
 - (ii) the account to which the proceeds of a Loan are to be deposited in the case of a Loan to Borrower A, Borrower B or Borrower C (as the case

may be) are their respective securities accounts held with Lego Securities Limited as set forth below :

<u>Name of borrower</u>	<u>Account Number</u>
Borrower A	AC88771
Borrower B	AC88772
Borrower C	AC88770

(iii) the requested currency and amount utilization comply with clause 8.3; and

(iv) it is accompanied by prior written consent from the financial adviser to the offeror in the General Offer and attached with report(s) (if applicable) from the share registrar of Listco confirming the amounts of acceptance which are required to be paid to the shareholder under the General Offer.

(b) may request only one Loan; and

(c) once it has been delivered, is irrevocable.

8.3 Currency and amount

(a) The currency specified in the Utilisation Request must be Hong Kong Dollars; and

(b) The amount of a proposed Loan to a Borrower specified in its Utilisation Request shall be no more than (i) the amount calculated by multiplying offer price under the General Offer by the number of ListCo Shares tendered under the General Offer and allocated to that Borrower at the relevant time; and

(c) The aggregate amount of all the Loans shall be no more than the Available Facility.

8.4 Cancellation of unused Facility

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

8.5 Disbursement of Loan

Subject to satisfaction of all the applicable conditions in clause 4 and 8.1 to 8.3, the Lender shall make the relevant Loan (free and clear of and without any Tax Deduction and fees) to the Borrower in Hong Kong Dollars in immediately available cleared funds on the relevant Utilisation Date for the purpose of purchasing shares in ListCo held by the shareholders of Listco to the General Offer.

8.6 Business Days

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

8.7 Disruption to payment systems

If either the Lender determines, or the Borrowers notifies the Lender, that a Disruption Event has occurred:

- (a) the Lender shall in good faith consult and agree with the Borrowers the changes (if any) needed to the operation or administration of the Facility as the Lender, in its absolute discretion, deems necessary in the circumstances;
- (b) the Lender shall not be obliged to consult the Borrowers about any such changes if in its opinion it is not practical to do so in the circumstances; and
- (c) any change made or agreed under this clause 8.7 shall (whether or not an event is finally determined to be a Disruption Event) be binding on the parties as an amendment of the Finance Documents notwithstanding the provisions of clause 20.

9. FEES, CHARGES AND EXPENSES

9.1 Transaction expenses

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

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

9.2 Enforcement and preservation costs

The Borrowers shall, on demand, pay to the Lender the amount of all costs and expenses (including legal, printing and out-of-pocket expenses) incurred by the Lender in connection with enforcing or preserving any rights under any of Finance Documents on full indemnity basis.

10. TAXES

10.1 Tax gross-up

- (a) Each Borrower shall make all its payments under the Finance Documents without any Tax Deduction, unless a Tax Deduction is required by law in any applicable jurisdiction.
- (b) Each Borrower shall promptly notify the Lender on becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction). Similarly, the Lender shall notify the relevant Borrower if it becomes aware that a Tax Deduction must be made on a payment payable to the Lender.
- (c) If any Borrower is required to make a Tax Deduction by any applicable law from any payment due under any Finance Document, the payment due from that Borrower shall be increased to an amount which (after making any Tax Deduction) leaves an amount equal to the sum which would have been received by the Lender had no Tax Deduction been made or required to be made.
- (d) Each Borrower shall make any Tax Deduction under clause 10.1, and any payment required in connection with that Tax Deduction, within the time allowed and for the minimum amount required by the applicable law.
- (e) Within 30 days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the relevant Borrower shall deliver to the Lender evidence reasonably satisfactory to the Lender that either the Tax Deduction has been made or any appropriate payment paid to the relevant taxing authority (as applicable).

10.2 Tax indemnity

- (a) Without prejudice to Clause 10.1 and subject to clause 10.2(b) in the event that the Lender is required to make any payment of or on account of Tax on or in relation to any sum received or receivable under the Finance Documents (including any sum deemed for the purpose of Tax to be received or receivable by the Lender whether or not actually received or receivable) or in the event that any such liability in respect of any such payment is asserted, imposed, levied or assessed against the Lender, the Borrowers shall within three (3) Business Days of demand by the Lender, indemnify the Lender in respect of any loss, liability or cost imposed on or suffered by the Lender directly or indirectly as a result of such payment or liability, together with any interest.
- (b) clause 10.2(a) shall not apply to:
 - (i) any Tax imposed on, or calculated by reference to, the net income, profits or gains actually received or receivable (but, for avoidance of doubt, not any sum deemed to be received or receivable) by the Lender under the law of the jurisdiction in which the Lender is incorporated or resident for tax purposes; or

- (ii) any Tax imposed on, or calculated by reference to, the net income, profits or gains actually received or receivable (but, for avoidance of doubt, not any sum deemed to be received or receivable) by the office or offices of the Lender (through which the Lender performs its obligations under this agreement) under the law of the jurisdiction in which such office or offices of the Lender is/are located.
 - (iii) the extent that a loss, liability or cost is compensated for by an increased payment under clause 10.1.
- (c) In the event that the Lender intends to make a claim under clause 10.2(a), it shall promptly notify the Borrower of the event giving rise to that claim.

10.3 Tax Credit

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

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

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

10.4 Stamp taxes

All stamp duty, registration and other similar Taxes payable in respect of any Finance Document shall be borne by the Lender and the Borrowers in equal share, subject to each Borrower being liable for stamp duty, registration and other similar Taxes payable in respect of any Finance Document up to and in proportion to the respective number of Listco Shares acquired by each of them under the General Offer.

10.5 Indirect Tax

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

10.6 Interpretation of 'determines' or 'determined'

Unless a contrary indication appears, in this Clause 10 (Taxes) a reference to "determines" or "determined" means a determination made in good faith and at the reasonable discretion of the person making the determination

11. INDEMNITIES

11.1 Currency indemnity

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

- (i) make or file a claim or proof against any Borrower;
- (ii) obtain or enforce an order, judgment or award in relation to any litigation or arbitration proceedings,

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

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

11.2 Other indemnities

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

- (a) the occurrence of any Event of Default;
- (b) any prepayment of the Facility being made other than in accordance with a notice of prepayment given in accordance with the terms of this Agreement;
- (c) a Loan not being made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by the Lender) or any Borrower purporting to revoke a Utilisation Request;
- (d) any information produced or approved by any Borrower being or being alleged to be misleading and/or deceptive in any respect; or

- (e) a failure by any Borrower to pay any amount due under a Finance Document on its due date or in the relevant currency.

11.3 General indemnity provisions

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

12. MITIGATION BY LENDER

12.1 Mitigation

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

- (a) any additional amounts becoming payable under either or both of clause 10.1 and clause 10.2; or
- (b) any prepayment under clause 7.4,

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

12.2 Limitation of liability

- (a) The Lender does not have to take the steps set out in clause 12.1 if it reasonably believes that taking them might have an adverse effect on its business, operations or financial condition, be contrary to its banking policies or disadvantage it in any other way.
- (b) Any action of the Lender under clause 12.1 shall:
 - (i) not limit the Borrowers' obligations under the Finance Documents; and
 - (ii) be without prejudice to the terms of any of clause 10.1, clause 10.2 and clause 7.4.
- (c) The Borrowers shall indemnify the Lender for all costs and expenses incurred by the Lender as a result of steps taken by it under clause 12.1 within five(5) Business Days of demand by the Lender.

12.3 Conduct of Business by the Lender

No provision of this Agreement shall:

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

13. REPRESENTATIONS AND WARRANTIES

Each of the Obligor makes all of the representations and warranties in clause 13.1 to clause 13.16 to the Lender on the date of this agreement.

13.1 Due incorporation

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

13.2 Powers

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

- (d) No limit on any of the Borrowers' powers will be exceeded as a result of the borrowing or grant of security contemplated by the Finance Documents.

13.3 Non-contravention

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

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

13.4 Validity and admissibility in evidence

All acts, conditions and things are required or desirable:

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

13.5 Authorisations

- (a) Each corporate Obligor has obtained all required or desirable authorisations to enable it to enter into, exercise its rights and comply with its obligations in the Finance Documents to which it is a party and to make them admissible in evidence in its jurisdiction of incorporation. Any such authorisations are in full force and effect.
- (b) Any person specified as its authorised signatory under paragraph 1.2(b) of Schedule 1 or Clause 14.13(d) is authorised to sign Utilisation Requests (in the case of the Borrowers only) and other notices on its behalf.

13.6 Binding obligations

Subject to any general principles of law limiting its obligations Schedule 1:

- (a) The obligations expressed to be assumed by each corporate Obligor in each Finance Document to which it is a party are legal, valid, binding and enforceable;

- (b) Each individual Obligor has full power and legal capacity to enter into, execute and deliver each Finance Document to which he is a party and to undertake, perform, discharge, observe and comply with all his obligations and liabilities under the Finance Documents to which he is a party.

13.7 No filing or stamp taxes

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

13.8 Governing law and enforcement

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

13.9 Deduction of tax

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

13.10 No default

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

13.11 Information

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

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

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

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

13.12 No proceedings

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

13.13 No breach of law

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

13.14 Priority

Each Borrower's payment obligations under the Finance Documents at all time rank at least pari passu with all its existing and future unsecured and unsubordinated payment obligations (including contingent obligations), except for those mandatorily preferred by law.

13.15 No Insolvency

- (a) No insolvency or bankruptcy proceeding, creditors' process or other similar procedure or step has been taken or pending against it, or to its knowledge, threatened against any corporate Obligor.
- (b) Each individual Obligor:
 - (i) is able to meet his obligations and pay his debts as they fall due;
 - (ii) is not bankrupt;
 - (iii) has not suspended making payments on any of his debts by reason of financial difficulties;
 - (iv) has not commenced negotiations with one or more of his creditors with a view of rescheduling any of his indebtedness;
 - (v) does not admit (nor has he admitted) any inability to pay his debts as they fall due; and

- (vi) has not committed an act of bankruptcy.

13.16 Immunity

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

13.17 Repetition

Each Borrower repeats the representations and warranties in this clause 13 on:

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

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

14. GENERAL COVENANTS

The Borrowers jointly and severally covenants with the Lender as set out in clause 14.2 to clause 14.14 and undertakes to comply with those covenants.

14.1 Continuing obligations

The covenants given by the Borrowers in this clause 14 shall remain in force from the date of this agreement for so long as any amount remains outstanding under the Finance Documents or any Commitment is in force.

14.2 Negative pledge

- (a) Each Borrower shall not and shall procure each other member of its Group not to:
 - (i) create, or permit to subsist, any Security on or over all or any of its present or future revenues or assets without prior written consent of the Lender, save and except any Security created pursuant to any Finance Document; or
 - (ii) sell, transfer or otherwise dispose of any of the ListCo Shares acquired under General Offer; or
 - (iii) enter into any other preferential arrangement having a similar effect.

- (b) Clause 14.2(a) shall not apply to any Security which is Permitted Security.

14.3 Disposals

The Borrowers shall not and shall ensure that each other member of their respective Group will not sell, assign, transfer or otherwise dispose of in any manner (or purport to do so) all or any part of, its material assets or operating entities without prior written consent of the Lender, save for (a) any sale, assignment, transfer or disposal in accordance with the Loan Agreement; and (b) in the event that after the completion of the General Offer, less than the minimum percentage of ListCo Shares are held by the public as prescribed under the Rules Governing the Listing of Securities on Main Board of The Stock Exchange of Hong Kong Limited, each of the Borrowers shall be entitled to take or procure all necessary steps, including but not limited to the placing of any ListCo Shares held by them.

14.4 Notification of default

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

14.5 Tax affairs

Each Borrower shall:

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

14.6 Authorisations

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

14.7 Compliance with law

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

14.8 Merger

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

14.9 Change of business

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

14.10 Financial statements

Each Borrower shall supply to the Lender, unless previously provided, copies of:

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

14.11 Certification of financial statements

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

14.12 Financial statements requirements

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

14.13 Further information

Each Borrower shall supply to the Lender:

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

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

14.14 Know your customer

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

15. EVENTS OF DEFAULT

Each of the events or circumstances set out in clause 15.1 to clause 15.10 is an Event of Default.

15.1 Non-payment

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

15.2 Non-compliance

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

15.3 Misrepresentation

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

15.4 Cross Default

- (a) Any Financial Indebtedness of any Obligor not paid when due nor within any originally applicable grace period.
- (b) Any Financial Indebtedness of any Obligor is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).
- (c) Any commitment for any Financial Indebtedness of any Obligor is cancelled or suspended by a creditor of any Obligor as a result of an event of default (however described).
- (d) Any creditor of any Obligor becomes entitled to declare any Financial Indebtedness of any Obligor due and payable prior to its specified maturity as a result of an event of default (however described).
- (e) No Event of Default will occur under this Clause 15.4 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (a) to (d) above is less than HK\$5,000,000 (or its equivalent in any other currency or currencies)

15.5 Cessation of business

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

15.6 Insolvency

- (a) Any Obligor stops or suspends payment of any of its debts or is unable to, or admits its inability to, pay its debts as they fall due.
- (b) Any Obligor commences negotiations, or enters into any composition, compromise, assignment or arrangement, with one or more of its creditors (excluding the Lender) with a view to rescheduling any of its Indebtedness (because of actual or anticipated financial difficulties).
- (c) A moratorium is declared in respect of any Indebtedness of any Borrower.
- (d) Any action, proceedings, procedure or step is taken in relation to:
 - (i) the suspension of payments, a moratorium of any Indebtedness, winding up, dissolution, administration or re-organisation (using a voluntary arrangement, scheme of arrangement or otherwise) of any Borrower; or
 - (ii) a composition, compromise, assignment or arrangement with any creditor of any Borrower; or
 - (iii) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager or other similar officer in respect of any Borrower or any of its assets.

- (e) Any event occurs in relation to any Borrower that is analogous to those set out in clause 15.6(a) to clause 15.6(d) (inclusive) in any jurisdiction.
- (f) clause 15.6(d) shall not apply to any winding-up petition which is frivolous or vexatious and is discharged, stayed or dismissed within 2 months of commencement or, if earlier, the date on which it is advertised. The ending of any moratorium referred to in clause 15.6(c) shall not remedy any Event of Default caused by that moratorium.

15.7 Illegality

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

15.8 Misuse of proceeds

Any Borrower use the proceeds under the Facility for purposes other than those set out in Clause 3.

15.9 Repudiation

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

15.10 Material adverse change

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

15.11 Acceleration

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

- (a) by notice to the Borrowers:
 - (i) cancel the outstanding Commitment whereupon it shall immediately be cancelled; and/or
 - (ii) declare that all outstanding Loans, accrued interest and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, whereupon they shall become immediately due and payable; and/or
 - (iii) declare that all outstanding Loans be payable on demand, whereupon they shall immediately become payable on demand by the Lender; and/or
- (b) commence legal process against the Borrowers for breach of this Agreement and/or demand payments of all amount due and payable under any Finance Document from the Borrowers.

16. ASSIGNMENT AND TRANSFER

16.1 Assignment and transfer by the Lender

The Lender shall not:

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

except to any of its Affiliates.

16.2 Conditions of assignment or transfer

- (a) If:
 - (i) the Lender assigns any of its rights or transfers all of its rights or obligations under the Finance Documents; and
 - (ii) as a result of circumstances existing at the date of the assignment or transfer, the Borrowers would be obliged to make a payment to any assignee or transferee under clause 10.1 or clause 10.2,

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

- (b) The Lender shall give five (5) Business Days' written notice to the Borrowers prior to any assignment or transfer under clause 16.1.
- (c) The consent of the Borrowers is required for an assignment or transfer by the Lender unless:
 - (i) the assignment or transfer is to an Affiliate of the Lender; or
 - (ii) an Event of Default is continuing.

Any such consent must not be unreasonably withheld or delayed and if not expressly refused within five (5) Business Days shall be deemed given.

16.3 Assignment or transfer by the Borrower

None of the Borrowers may assign any of its rights or transfer any of its rights or obligations under the Finance Documents.

17. CONFIDENTIAL INFORMATION

17.1 Confidentiality

The Lender agrees to keep all Confidential Information confidential and not disclose it to anyone other than in accordance with clause 17.2.

17.2 Disclosure of confidential information

The Lender may disclose:

- (a) to an Affiliate and any of its or its Affiliate's officers, directors, employees, professional advisers and auditors, in addition to any publicly available information, such Confidential Information as the Lender shall consider appropriate, if the person to whom the information is given is informed that it:

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

except that the Lender does not need to inform the recipient of (i) and (ii) above, if the recipient is subject to professional obligations to maintain the confidentiality of the information;

- (b) to any person with (or through) whom it enters into (or may enter into), whether directly or indirectly, any sub-participation in relation to, or any other transaction under which payments are to be made or may be made by reference to, this Agreement and/or the Borrowers (and any of their professional advisers), in addition to any publicly available information, such Confidential Information as the Lender shall consider appropriate, if the person to whom the information is given has entered into a Confidentiality Undertaking, except that there shall be no requirement for a Confidentiality Undertaking if the recipient is subject to professional obligations to maintain the confidentiality of the information;

- (c) to any governmental, banking, taxation or regulatory authority or similar body, or any other person to the extent that it is required to do so by any applicable law, regulation, court order or the rules of any relevant stock exchange, such Confidential Information as the Lender shall consider appropriate, if the person to whom the information is given is informed that it:

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

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

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

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

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

17.3 Entire agreement

This clause 17 constitutes the entire agreement between the parties in relation to the obligations of the Lender under the Finance Documents regarding Confidential Information and supersedes any previous agreement regarding Confidential Information.

17.4 Continuing obligations

The obligations in this clause 17 are continuing and will remain binding on the Lender for a period of [twelve] months from the earlier of:

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

18. SET-OFF

18.1 Lender may set-off

The Lender may at any time set off any liability of any Borrower to the Lender against any liability of the Lender to that Borrower, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this agreement. If the liabilities to be set off are expressed in different currencies, the Lender may convert either liability at a market rate of exchange for the purpose of set-off. Any exercise by the Lender of its rights under this clause 18.1 shall not limit or affect any other rights or remedies available to it under this agreement or otherwise.

18.2 No obligation to set-off

The Lender is not obliged to exercise its rights under clause 18.1, but if the rights are exercised, the Lender shall promptly notify the relevant Borrower of the set-off that has been made.

19. CALCULATIONS AND CERTIFICATES

19.1 Accounts

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

19.2 Certificates and determinations

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

19.3 Day count convention

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

20. AMENDMENTS, WAIVERS AND CONSENTS

20.1 Amendments

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

20.2 Waivers and consents

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

20.3 Rights and remedies

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

21. SEVERANCE

21.1 Severance

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

deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of the relevant Finance Document.

22. COUNTERPARTS

22.1 Counterparts

- (a) Each Finance Document may be executed in any number of counterparts, each of which when executed shall constitute a duplicate original, but all the counterparts shall together constitute one agreement.
- (b) No counterpart shall be effective until each party has executed at least one counterpart.

23. THIRD PARTY RIGHTS

23.1 Third party rights

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

24. NOTICES

24.1 Delivery

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

- (a) in writing;
- (b) delivered by hand by record mail or other next working day delivery service or sent by fax or email; and
- (c) sent to:
 - (i) **the Borrower A at:**
Room 901, No. 1 Building, Tongtai Times Square, No. 6259 Bao'an Avenue, Bao'an District, Shenzhen, PRC

Fax: N/A

Email: Qiuchuanzhi@126.com

Attention: Qiu Chuanzhi

(ii) **Borrower B at:**

Room 404, No. 46 Building, No. 1 Lianhua Country, Futian District, Shenzhen, PRC

Fax: N/A

Email: Zhuangweidong88@gmail.com

Attention: Zhuang Weidong

(iii) **Borrower C at:**

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

Fax: N/A

Email: 1724374231@qq.com

Attention: Lin Ping

(iv) **the Lender at:**

27/F, AIA Central, No.1 Connaught Road Central, Hong Kong

Fax: 852-35778908

Email: cgchengang@chamc.com.cn

Attention: Chen Gang

or to any other address or fax number as is notified in writing by one party to the other from time to time.

24.2 Receipt by Borrower

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

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

A notice or other communication given as described in clause 24.2(a) or clause 24.1(c) on a day that is not a Business Day, or after 6:00 pm, in the place it is received, shall be deemed to have been received at 9:00 am on the next Business Day.

24.3 Receipt by the Lender

Any notice or other communication given to the Lender shall be deemed to have been received only on actual receipt.

25. GOVERNING LAW AND JURISDICTION

25.1 Governing law

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

25.2 Jurisdiction

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

This agreement has been entered into on the date stated at the beginning of it.

Schedule 1 CONDITIONS PRECEDENT

1. Constitutional and corporate documents

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

2. Finance Documents

- 2.1 This agreement, duly executed by each Obligor.

3. Other documents and evidence

- 3.1 The published announcement of the ListCo pursuant to Rule 3.5 of the Codes on Takeovers and Mergers and Share Buy-backs.
- 3.2 Evidence provided by the share registrar of the ListCo to the Lender that:
 - (i) the number of shares of the ListCo to be acquired; and
 - (ii) the fund requested to consummate the acquisition.

Schedule 2 FORM OF UTILISATION REQUEST

From: [NAME OF BORROWER]

To: **China Huarong Overseas Investment Holdings Co., Limited**
中國華融海外投資控股有限公司

Date: [DATE]

Dear Sirs,

The Facility Agreement between China Sun Corporation, Central Eagle Limited and Golden Diamond Inc as Borrowers and China Huarong Overseas Investment Holdings Co., Limited 中國華融海外投資控股有限公司 as Lender dated [] July 2019 (the "Facility Agreement")

1. We refer to the Facility Agreement. This is a Utilisation Request. Words and expressions defined in the Facility Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.
2. We give you notice that we wish to drawdown the following Loan on [DATE]:
 - Amount: HK\$[AMOUNT]
 - Utilisation Date: [DATE]
3. The Loan is to be made available by credit to [ACCOUNT DETAILS].
4. We confirm that, on today's date and the proposed Utilisation Date:
 - (A) The representations and warranties specified in Facility Agreement are true and correct, and will be true and correct immediately after the proposed Loan.
 - (B) No Event of Default is continuing or would result from the proposed Loan.
5. This Utilisation Request is irrevocable.

.....

For and on behalf of

[NAME OF BORROWER]

SIGNATURE PAGES

The Borrower

SIGNED BY QIU CHUANZHI

for and on behalf of
CHINA SUN CORPORATION

in the presence of:

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



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

SIGNED BY ZHUANG WEIDONG

for and on behalf of
CENTRAL EAGLE LIMITED

in the presence of:

)
) *For and on behalf of*
) **CENTRAL EAGLE LIMITED**
)
) 
)
) *Authorized Signature(s)*
)
)



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

SIGNED BY LIN PING

for and on behalf of
GOLDEN DIAMOND INC.

in the presence of:



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

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For and on behalf of
GOLDEN DIAMOND INC.
金鑽有限公司

.....
Authorized Signature(s)

THE LENDER

SIGNED by YUAN LIANGSHENG)

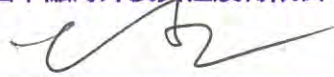
director for and on behalf of **CHINA HUARONG
OVERSEAS INVESTMENT HOLDINGS CO.,
LIMITED** 中國華融海外投資控股有限公司 in)
the presence of :-)

Signature of witness)

陳剛

Name of witness (block letters) CHEN GANG)
)
)
)
)
)

For and on behalf of
China Huarong Overseas Investment Holdings Co., Limited
中國華融海外投資控股有限公司



.....
Authorized Signature(s)

) By executing this Agreement the signatory
) warrants that the signatory is duly authorized
) to execute this Agreement on behalf of
) **CHINA HUARONG OVERSEAS**
) **INVESTMENT HOLDINGS CO.,**
) **LIMITED**