

Dated 7 March 2025

Between

YF LIFE INSURANCE INTERNATIONAL LIMITED
(as Lender)

and

NEW ALTERNATIVE LIMITED
(as Borrower)

and

YUNFENG CAPITAL LIMITED
(as Guarantor)

ASSET-BACKED HYBRID FACILITY//INVESTMENT AGREEMENT

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THIS AGREEMENT is dated 7 March 2025 and made between:

- (1) **YF LIFE INSURANCE INTERNATIONAL LIMITED**, a company incorporated under the laws of Hong Kong (business registration no.: 04472576), the registered office of which is at 27/F, YF Life Tower, 33 Lockhart Road, Wanchai, Hong Kong (the "**Lender**");
- (2) **NEW ALTERNATIVE LIMITED**, a company incorporated under the laws of the British Virgin Islands (company no.: 2168239), the registered office of which is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola VG1110, British Virgin Islands (the "**Borrower**"); and
- (3) **YUNFENG CAPITAL LIMITED**, a company incorporated under the laws of Cayman Islands (company no.: 236432), the registered office of which is at 190 Elgin Avenue, George Town, Grand Cayman KY1-9008, Cayman Islands (the "**Guarantor**").

WHEREAS:

- A. The Lender has agreed to provide the Borrower with a secured term loan facility of HKD7,600,000,000 for the purpose of allowing the Borrower to make certain Investments (as defined below) in compliance with the Investment Guidelines (as defined below) and for the settlement of related management fees and/or expenses arising out of the Investments.
- B. The Borrower and the Guarantor have agreed to execute an investment management agreement whereby the Borrower shall engage the Guarantor to be an investment manager to advise on the Investments in consideration for the management fees and performance fees as provided in the investment management agreement.
- C. The Borrower has agreed to execute a charge (substantially in the form set out in Schedule 2 with detailed terms to be agreed) over the shares of the SPVs (as defined below) that will be incorporated as part of the Investments made in accordance with the Investment Guidelines as a security for the obligations of the Borrower arising under this Agreement.
- D. The Guarantor has agreed to execute a charge (substantially in the form set out in Schedule 2 with detailed terms to be agreed) over the shares of the Borrower as a security for the obligations of the Borrower arising under this Agreement and to provide guarantee of the Borrower's obligations under this Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

"**Affiliate**" means, in relation to any person, a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"**Authorisation**" means:

- (a) an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation, lodgement or registration; and
- (b) in relation to anything which will be fully or partly prohibited or restricted by law if a Governmental Agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

"Business Day" means a day (other than a Saturday or Sunday) on which banks are open for general business in Hong Kong.

"Confidential Information" means all information relating to the Lender, the Borrower, the Finance Documents or the Facility of which any Party becomes aware in its capacity as, or for the purpose of becoming, a Party or which is received by such Party in relation to, or for the purpose of becoming a Party under, the Finance Documents or the Facility from another Party in whatever form, and includes information given orally and any document, electronic file or any other way of representing or recording information which contains or is derived or copied from such information, but excludes information that:

- (a) is or becomes public information other than as a direct or indirect result of any breach by a Party of Clause 26 (*Confidentiality*); or
- (b) is identified in writing at the time of delivery as non-confidential by the disclosing Party; or
- (c) is known by a receiving Party before the date the information is disclosed to it in accordance with paragraphs (a) or (b) above or is lawfully obtained by a receiving Party after that date, from a source which is, as far as the receiving Party is aware, unconnected with the Party to which the information relates and which, in either case, as far as the receiving Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.

"Default" means an Event of Default or Potential Event of Default.

"Dispute" shall have the meaning ascribed to it in Clause 29.1 (*Jurisdiction*).

"Event of Default" means any event or circumstance specified as such in Clause 16 (*Events of Default*).

"Facility" means the loan facility made available under this Agreement as described in Clause 2 (*The Facility*).

"Finance Documents" means this Agreement, the Security Documents, any Utilisation Request, any repayment demand and any other document designated as such by the Lender and the Borrower.

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

- (a) moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;

- (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 the Hong Kong Financial Reporting Standards, 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) shares which are expressed to be redeemable (other than at the option of the relevant issuer) or which would be treated as financial indebtedness in accordance with the Hong Kong Financial Reporting Standards;
- (i) 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
- (j) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (i) above.

"Governmental Agency" means any government or any governmental agency, semi-governmental or judicial entity or authority (including, without limitation, any stock exchange or any self-regulatory organisation established under statute).

"Holding Company" means, in relation to a person, any other person in respect of which it is a Subsidiary.

"Hong Kong" means the Hong Kong Special Administrative Region of the Peoples' Republic of China.

"HKD" means the lawful currency of Hong Kong.

"Indirect Tax" means any goods and services tax, consumption tax, value added tax or any tax of a similar nature.

"Investments" means any or all of the investments made by the Borrower or the SPV utilising funds from the Loan;

"Investment Guidelines" means the investment guidelines dated 7 March 2025 issued by the Lender, pursuant to which the Borrower shall make specific investments accordingly, a copy of which is set out in Schedule 3.

"Listing Rules" means the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited

"Loan" means a loan made or to be made under the Facility as described in Clause 2 (*The Facility*) or the principal amount outstanding for the time being of that loan.

"Material Adverse Effect" means, as determined by the Lender in its absolute discretion, an event having a material adverse effect on or material adverse change in:

- (a) the financial condition or business of the Borrower and the SPV, taken as a whole;
- (b) the validity, legality or enforceability of any Finance Document; or
- (c) the validity, legality or enforceability of any Security expressed to be created pursuant to any Security Document or on the priority and ranking of any of that Security.

"Outstanding Amount" means at any time during the Term, the total aggregate amounts of drawdowns of the Loan made by the Borrower less the total aggregate early repayments made by the Borrower.

"Party" means a party to this Agreement.

"Permitted Financial Indebtedness" means:

- (a) any Financial Indebtedness incurred with the prior written consent of the Lender; and
- (b) any Financial Indebtedness incurred prior to the date hereof and notified in writing to and approved by the Lender in writing.

"Potential Event of Default" means any event or circumstance specified in Clause 16 (*Events of Default*) which would, or would reasonably be expected to, become an Event of Default, in each case based on the absolute discretion of the Lender.

"Purpose" has the meaning ascribed to it in Clause 3.1 (*Purpose*).

"Relevant Jurisdiction" means, in relation to the Borrower:

- (a) its jurisdiction of incorporation; and
- (b) any jurisdiction where it conducts its business.

"Remaining Period" means the second six-year period of the Term.

"Repeating Representations" means each of the representations set out in Clauses 11.1 (*Status*) to 11.16 (*No immunity*).

"Representative" means any delegate, agent, manager, administrator, nominee, attorney, trustee or custodian.

"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.

"Security Documents" means the Share Charge and any other security document that may at any time be given as security for any of the obligations herein pursuant to or in connection with any Finance Document.

"Share Charge" means the share charge(s) to be executed by the Borrower in respect its entire shares in the SPV (as defined below) in favour of the Lender and the share charge to be executed by the Guarantor in respect of the shares of the Borrower (as the case may be), the form of which is substantially set out in Schedule 2 to this Agreement.

"SPV" means the special purpose vehicle(s) to be incorporated from time to time for holding Investments made by the Borrower or as intermediary holding vehicle(s), in which the Borrower owns or controls 100% of the equity interest or shares directly or indirectly.

"Subsidiary" means in relation to any person at any time, any other person which is then either controlled, or more than fifty (50%) percent of whose issued ordinary or common equity share capital is then beneficially owned, directly or indirectly, by that person.

"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).

"Tax Deduction" shall have the meaning ascribed to it in Clause 8.1 (*Tax definitions*).

"Term" means the term of the Facility.

"Unpaid Sum" means any sum due and payable but unpaid by the Borrower under the Finance Documents.

"Utilisation" means a utilisation of the Facility.

"Utilisation Date" means the date of Utilisation, being the date on which the relevant Loan is to be made.

"Utilisation Request" means a notice substantially in the form set out in Schedule 1 (*Utilisation Request*).

"YF Group" means Yunfeng Financial Group Limited (stock code: 376), the parent company of the Lender and the shares of which are listed on the Main Board of The Stock Exchange of Hong Kong Limited.

1.2 Interpretation

(a) Unless a contrary indication appears, any reference in this Agreement to:

- (i) the **"Borrower"**, the **"Lender"**, the **"Guarantor"** or any **"Party"** shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
- (ii) **"assets"** includes present and future properties, revenues and rights of every description;

- (iii) a "**Finance Document**" or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument;
 - (iv) "**indebtedness**" includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - (v) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
 - (vi) 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 of any regulatory, self-regulatory or other authority or organisation;
 - (vii) a provision of law is a reference to that provision as amended or re-enacted;
 - (viii) a time of day is a reference to Hong Kong time;
 - (ix) including means including without limitation;
 - (x) a "**Clause**" or a "**Schedule**" is a reference to a clause in or a schedule to this Agreement;
 - (xi) unless the context requires otherwise, words incorporating the singular shall include the plural and vice versa and words importing a gender shall include every gender; and
 - (xii) the "**control**" of one person (the "**first person**") by another person (the "**second person**") or the first person being "**controlled**" by the second person means that the second person (whether directly or indirectly and whether by the ownership of share capital, the possession of voting power, contract or otherwise) has the power to appoint and/or remove all or a majority of the members of the board of directors or other governing body of the first person, or otherwise controls or has the power of control over the affairs and policies of the first person.
- (b) Clause and Schedule headings are for ease of reference only.
- (c) A Default (other than an Event of Default) is "**continuing**" if it has not been remedied or waived, and an Event of Default is "**continuing**" if it has not been waived.

1.3 Third party rights

- (a) Unless expressly provided to the contrary in a Finance Document, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623) to enforce or enjoy the benefit of any term of this Agreement.
- (b) Notwithstanding any terms of any Finance Document, the consent of any person who is not a Party is not required to rescind or vary this Agreement.

2. THE FACILITY

- 2.1 Subject to the terms of this Agreement, the Lender agrees to grant a term loan facility of a total principal amount not exceeding HKD7,600,000,000.
- 2.2 The Term shall be twelve (12) years, commencing on the next Business Day following the date on which the Independent Shareholders' Approval (as defined below) is obtained. The Borrower shall be obligated to repay the Indebtedness (as defined below) in accordance with the provisions in Clause 6 (*Repayment, Cancellation and Security*).

3. PURPOSE

3.1 Purpose

- (a) The Borrower shall apply all amounts borrowed by it under the Facility towards its investment in compliance with the Investment Guidelines and for the settlement of related management fees, performance fees, taxes and/or expenses arising out of the Investments (the "**Purpose**").
- (b) No amount borrowed under the Facility shall be applied in any manner that may be illegal or contravene any applicable law or regulation in any Relevant Jurisdiction.

4. CONDITIONS OF UTILISATION

4.1 Conditions precedent

The Lender will only be obliged to comply with Clause 5.5 (*Availability of Loan*) in respect of the Facility if:

- (a) on the date of the Utilisation Request and on the proposed Utilisation Date, the Repeating Representations are true in all respects and no Default is continuing or would result from the proposed Loan;
- (b) the Lender has received and is satisfied with all the documents and other evidence as requested by the Lender in relation to the proposed Loan, including but not limited to evidence proving that the Investments to be funded by the proposed Loan complies with the Investment Guidelines;

- (c) the Borrower and the Guarantor have entered into an investment management agreement whereby the Borrower has engaged the Guarantor to be an investment manager to advise on the Investments in consideration for the management fees and performance fees as determined in the investment management agreement and are consistent with the provisions in Clause 7.3 (*Management Fee and Performance Fee payable to the Guarantor*);
- (d) the Guarantor has executed the Share Charge over the shares of the Borrower in favour of the Lender; and
- (e) YF Group has obtained the approval from its independent shareholders for this Agreement in accordance with the relevant requirements under the Listing Rules (the **"Independent Shareholders' Approval"**).

5. UTILISATION

5.1 Delivery of a Utilisation Request

The Borrower may utilise the Facility by delivering to the Lender of a duly completed Utilisation Request not later than 11:00 a.m. on the 20th Business Day (or such later date as may be agreed by the Lender in its sole and absolute discretion) before the proposed Utilisation Date.

5.2 Multiple Drawdown

The Borrower shall only be entitled to make multiple Utilisation Requests to draw down the Facility:

- (a) for the purpose of making the Investments and for payment of fees and expenses, during the first six-year period of the Term; and
- (b) for the purpose of payment of fees and expenses only, during the second six-year period of the Term,

provided that the requested drawdown amount under each Utilisation Request shall not exceed 5% of the full amount of the Facility. It is expressly acknowledged and agreed that the Loan/Facility is non-revolving; therefore, any amounts drawn down by the Borrower pursuant to a Utilisation Request shall not be available for re-borrowing once repaid.

5.3 Completion of a Utilisation Request

- (a) Unless otherwise agreed to by the Lender in writing at its absolute discretion, a Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:
 - (i) the proposed Utilisation Date is a Business Day;
 - (ii) the amount and currency of the Utilisation complies with Clause 5.2 (*Multiple drawdown*) and Clause 5.4 (*Currency*); and
 - (iii) it specifies the manner of advancing the Loan.
- (b) Only one (1) Loan may be requested in a Utilisation Request.

5.4 Currency

The currency specified in a Utilisation Request must be HKD (or such other currencies as agreed by the Lender).

5.5 Availability of Loan

If the conditions set out in Clauses 4 (*Conditions of Utilisation*) and 5 (*Utilisation*) have been met, and subject to the overriding discretion of the Lender, the Lender shall make the proposed Loan available by the Utilisation Date.

6. **REPAYMENT, CANCELLATION AND SECURITY**

6.1 Repayment and Early Repayment

- (a) The Borrower shall repay the Loan, the Bonus Interest (as defined below) and amounts which may become due and payable (including Base Interest (as defined below)) under this Agreement (the "**Indebtedness**") to the Lender in full no later than the last day of the Remaining Period.
- (b) Early repayment of the Loan in full or in part shall be permitted at any time during the Term, provided that the Borrower gives ten (10) Business Days' prior written notice to the Lender.

6.2 Illegality

If at any time it is or will become unlawful or contrary to any law or directive of any Governmental Agency for the Lender to allow any Loan(s) to remain outstanding, or to carry out all or any of its obligations under any Facility Document, or to receive any sums expressed to be payable under any Facility Document, then the Lender may by notice to the Borrower:

- (a) cancel the Facility; and/or
- (b) declare that all or part of the Loan(s), together with all other amounts accrued or outstanding under the Finance Documents, be immediately due and payable, whereupon they shall become immediately due and payable.

6.3 Security over shares of the Borrower

(a) The Guarantor shall:

- (i) execute the Security Documents in favour of the Lender over the shares of the Borrower as security for any obligations herein pursuant to or in connection with any Security Documents at the time of execution of this Agreement;
- (ii) not dispose of or otherwise transfer any shares of the Borrower;
- (iii) take all such steps and actions available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Lender in respect of the shares of the Borrower by or pursuant to the Security Documents; and

- (iv) do all such acts or execute all such documents as a Lender may reasonably specify (and in such form as a Lender may reasonably require in favour of the Lender to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created or purported to be created in respect of the shares of the Borrower under the Security Documents after it has become enforceable in accordance with its terms.
- (b) The security over the shares in the Borrower created or expressed to be created in favour of the Lender by or pursuant to the Security Documents shall be the Share Charge.
- (c) If the Borrower fails to pay any amount (or part thereof) payable by it under a Finance Document on its due date, the Lender shall be entitled to declare that the Security over the shares of the Borrower constituted under the Facility be immediately enforceable and immediately enforce all or any of such Security.

6.4 Security over shares of SPV

- (a) The Borrower undertakes with the Lender that it shall, as and when deemed necessary by the Lender and so requested by the Lender, promptly:
 - (i) execute the Security Documents in favour of the Lender over the shares of any SPV as security for any obligations herein pursuant to or in connection with any Security Documents;
 - (ii) take all such steps and actions available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Lender in respect of the shares of any SPV by or pursuant to the Security Documents; and
 - (iii) do all such acts or execute all such documents as a Lender may reasonably specify (and in such form as a Lender may reasonably require in favour of the Lender to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created or purported to be created in respect of the shares of any SPV under the Security Documents after it has become enforceable in accordance with its terms.
- (b) The security over the shares of any SPV created or expressed to be created in favour of the Lender by or pursuant to the Security Documents shall be the Share Charge.
- (c) If the Borrower fails to pay any amount (or part thereof) payable by it under a Finance Document on its due date, the Lender shall be entitled to declare that the Security over the shares of any SPV constituted under the Facility be immediately enforceable and immediately enforce all or any of such Security.

7. INTEREST

7.1 Interest

- (a) The Loan shall bear base interest (the "**Base Interest**") at the simple interest rate of 5.5% per annum (the "**Base Interest Rate**"), which shall accrue daily and is calculated on the basis of the actual number of days elapsed (first and last days inclusive) and a year of 365 days. The Base Interest shall be calculated on the applicable Outstanding Amount at the Base Interest Rate for such period during the Term until the Outstanding Amount is repaid in full.

Notwithstanding sub-clause (a) above, the Loan shall further bear bonus interest ("**Bonus Interest**") which shall be calculated as follows:

***Bonus Interest** = (Total Investment Return – Total Utilised Amounts) x 80% – Base Interest*

For the purpose of this Clause 7, the capitalised terms shall have the following meanings:

Total Investment Return shall be defined as the total amount of return generated from the Investments, including but not limited to interest income, dividends (including scrip dividends) and proceeds from the disposal of the Investments received, such amounts as determined based on the audited accounts (consolidated where applicable) of the Borrower and all SPVs concerned, and **Investment Return** shall be defined accordingly.

Total Utilised Amounts shall be defined as the total aggregate amounts of drawdowns of the Loan made by the Borrower pursuant to this Agreement.

Base Interest shall have the same meaning as defined in Clause 7.1(a).

- (b) For the avoidance of doubt, in the event that the calculation of the Bonus Interest results in a negative value, no Bonus Interest shall be payable by the Borrower to the Lender.

7.2 Payment of interest

- (a) The Borrower shall pay accrued Base Interest on the last Business Day of each quarter (being March, June, September and December), beginning from the quarter the Borrower or any SPV receives any Investment Return until all Base Interest the Lender is entitled under this Agreement is paid. For the avoidance of doubt, the Borrower shall not be obligated to pay any Base Interest due in full in any quarter provided that the full amount of Investment Return received by the Borrower or any SPV by the relevant quarter has been paid to the Lender.
- (b) The Borrower shall pay the Bonus Interest within sixty (60) days of the Borrower or the SPV having received Investment Return from the last Investment disposed of or at the end of the Term, whichever is earlier.

7.3 Management Fee and Performance Fee payable to the Guarantor

- (a) The Lender acknowledges that pursuant to the investment management agreement to be entered into between the Borrower and the Guarantor, the

Guarantor, as investment manager, is entitled to a management fee and a performance fee calculated as follows:

Management Fee shall equal the sum of (i) 2.0% of the total principal amount of the Loan, being HKD7,600,000,000, payable each year in the first six years of the Term; and (ii) 2.0% per annum, calculated as simple interest accrued daily on the basis of the actual number of days elapsed (first and last days inclusive) and a year of 365 days on the Outstanding Amount as of the last Business Day in the preceding year for each of the six (6) years of the Remaining Period.

Performance Fee shall be calculated by deducting Total Utilised Amounts, Base Interest and Bonus Interest from Total Investment Return.

8. TAX GROSS UP AND INDEMNITIES

8.1 Tax definitions

- (a) In this Agreement, "**Tax Deduction**" means a deduction or withholding for or on account of Tax from a payment under a Finance Document.
- (b) Unless a contrary indication appears, a reference in this Clause 8 to "determines" or "determined" means a determination made in the absolute discretion of the person making the determination.

8.2 Tax gross-up

- (a) All payments to be made by the Borrower to the Lender under the Finance Documents shall be made free and clear of and without any Tax Deduction unless the Borrower is required to make a Tax Deduction, in which case the sum payable by the Borrower (in respect of which such Tax Deduction is required to be made) shall be increased to the extent necessary to ensure that the Lender receives a sum net of any deduction or withholding equal to the sum which it would have received had no such Tax Deduction been made or required to be made.
- (b) The Borrower 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 Lender accordingly. Similarly, the Lender shall notify the Borrower upon its becoming so aware in respect of a payment payable to the Lender.
- (c) If the Borrower is required to make a Tax Deduction, it 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 law.
- (d) Within twenty (20) days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Borrower making that Tax Deduction shall deliver to the Lender evidence reasonably satisfactory to the Lender that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

8.3 Tax indemnity

- (a) Without prejudice to Clause 8.2 (*Tax gross-up*), if 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 purposes of Tax to be received or receivable by the Lender whether or not actually received or receivable) or if any liability in respect of any such payment is asserted, imposed, levied or assessed against the Lender, the Borrower shall, within seven (7) Business Days of demand of the Lender, promptly indemnify the Lender against such payment or liability, together with any interest, penalties, costs and expenses payable or incurred in connection therewith, provided that this Clause 8.3 shall not apply to any Tax imposed on and calculated by reference to the net income actually received or receivable by the Lender (but not including any sum deemed for the purposes of Tax to be received or receivable by the Lender but not actually receivable) by the jurisdiction in which the Lender is incorporated or located.
- (b) If the Lender intends to make a claim under paragraph (a), it shall notify the Borrower of the event giving rise to the claim.

8.4 Stamp Taxes

The Borrower shall:

- (a) pay all stamp duty, registration and other similar Taxes payable in respect of any Finance Document, and
- (b) within seven (7) Business Days of demand, indemnify the Lender against any cost, loss or liability the Lender incurs in relation to any stamp duty, registration and other similar Tax paid or payable in respect of any Finance Document.

8.5 Indirect Tax

- (a) All amounts set out or expressed in a Finance Document to be payable by any Party 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 Party in connection with a Finance Document, that Party 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 Party to reimburse the Lender for any costs or expenses, that Party 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 that the Lender reasonably determines that it is not entitled to credit or repayment in respect of the Indirect Tax.

9. **INDEMNITIES**

9.1 Indemnities

The Borrower shall, within seven (7) Business Days of demand, indemnify the Lender against any cost, loss or liability incurred by the Lender as a result of:

- (a) the occurrence of any Event of Default;

- (b) any enquiry, investigation, subpoena (or similar order) or litigation by any Governmental Agency with respect to the Borrower in connection with the transactions contemplated or financed under this Agreement or any other Finance Documents;
- (c) funding, or making arrangements to fund, a Loan requested by the Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement;
- (d) investigating any event which the Lender reasonably believes is a Default;
- (e) taking, holding, protecting or enforcing any Security created pursuant to any Finance Document; or
- (f) exercising any of the rights, powers, discretions or remedies vested in it under any Finance Document or by law.

10. COSTS AND EXPENSES

10.1 Transaction expenses

The Borrower shall, within seven (7) Business Days of demand, pay to the Lender the amount of all costs and expenses (including legal fees and travel, due diligence, printing, publicity and bank fees on issuing any cashier's order and other charges) incurred by the Lender in connection with the negotiation, preparation, review, structuring, printing, execution, delivery and performance of:

- (a) this Agreement and any other documents referred to in this Agreement; and
- (b) any other Finance Documents executed after the date of this Agreement.

10.2 Amendment costs

If the Borrower requests an amendment, waiver or consent, the Borrower shall, within seven (7) Business Days of demand, reimburse the Lender for the amount of all costs and expenses (including legal fees) incurred by the Lender in responding to, evaluating, negotiating or complying with that request or requirement.

10.3 Enforcement costs

The Borrower shall, within seven (7) Business Days of demand, pay to the Lender the amount of all costs and expenses (including legal fees) incurred by the Lender in connection with the enforcement of, or the preservation of any rights under, any Finance Document.

10.4 Security expenses

The Borrower shall promptly within seven (7) Business Days of demand pay the Lender the amount of all costs and expenses (including legal fees) incurred by it in connection with the administration or release of any Security created pursuant to any Security Document.

11. REPRESENTATIONS OF THE BORROWER

The Borrower makes the representations and warranties set out in this Clause 11 to the Lender on the dates set out in Clause 11.17 (*Times when representations made*).

11.1 Status

- (a) The Borrower is a company duly incorporated and validly existing under the law of its jurisdiction of incorporation.
- (b) The Borrower and its Subsidiaries (if any) have the power to own their respective assets and carry on their respective businesses as being conducted.
- (c) The Borrower has no business operations as at the date of this Agreement.

11.2 Binding obligations

The obligations expressed to be assumed in each Finance Document to which the Borrower is a party are legal, valid, binding and enforceable.

11.3 Non-conflict with other obligations

The entry into and performance by the Borrower of, and the transactions contemplated by, the Finance Documents do not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its or any of its Subsidiaries' (if any) constitutional documents; or
- (c) any agreement or instrument binding upon it or any of its Subsidiaries (if any) or any of the assets of it or its Subsidiaries (if any),

nor result in the existence of, or oblige it to create, any Security over any of its assets.

11.4 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, the Finance Documents and the transactions contemplated by those Finance Documents.

11.5 Validity and admissibility in evidence

All Authorisations required or desirable:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its respective obligations in the Finance Documents to which it is a party;
- (b) to make the Finance Documents to which it is a party admissible in evidence in the Relevant Jurisdiction;
- (c) to enable it and its Subsidiaries to carry on its or their business; and
- (d) to enable the Security expressed to be created pursuant to any Security Document to be created and to ensure that such Security has the priority and ranking it is expressed to have,

have been obtained or effected and are in full force and effect.

11.6 Deduction of Tax

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

11.7 No filing or stamp taxes

Under the law of its Relevant Jurisdiction, it is not necessary that the Finance Documents be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to the Finance Documents or the transactions contemplated by the Finance Documents.

11.8 No default

- (a) No Event of Default is continuing or might reasonably be expected to result from the making of any Utilisation.
- (b) No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or any of its Subsidiaries (if any) or to which its (or any of its Subsidiaries' (if any)) assets are subject.

11.9 No misleading information

- (a) Any factual information contained in or provided by or on behalf of the Borrower in relation to any Finance Document (including any recitals thereto) was true, complete and accurate in all respects as at the date it was provided or as at the date (if any) at which it is stated.
- (b) Nothing has occurred or been omitted from the factual information referred to in paragraph (a) above and no information has been given or withheld that results in that information being untrue or misleading in any respect.
- (c) All information (other than any factual information contained in or provided by or on behalf of the Borrower in relation to any Finance Document) provided by the Borrower is true, complete and accurate in all respects as at the date it was given and is not misleading in any respect.
- (d) Any expressions of opinion or intention provided by or on behalf of the Borrower in connection with any Finance Document was made after due and careful consideration and on reasonable grounds.

11.10 Financial Indebtedness

- (a) The Borrower does not have any Financial Indebtedness outstanding except for the Permitted Financial Indebtedness.
- (b) There has been no change in the Borrower's business or financial condition since its date of incorporation that has a Material Adverse Effect.

11.11 Pari passu ranking

Its payment obligations under the Finance Documents rank at least pari passu with the claims of all its other unsecured and unsubordinated creditors.

11.12 No proceedings pending or threatened

No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect have been started or threatened against it, any of its Subsidiaries.

11.13 Authorised signatures

Any person specified as the Borrower's authorised signatory under paragraph (d) of Clause 14.1 (*Information*) or otherwise is authorised to sign Utilisation Requests and other notices on its behalf.

11.14 No breach of law

It has not breached any law or regulation, save as any breaches that would not have a Material Adverse Effect.

11.15 Solvency

No:

- (a) corporate action, legal proceeding or other procedure or step described in Clause 16.3 (*Insolvency*); or
- (b) creditors' process described in Clause 16.5 (*Creditors' process*),

has been taken or threatened in writing in relation to it.

11.16 No immunity

Neither it nor any of its assets is entitled to immunity from suit, execution, attachment or other legal process in Hong Kong, the British Virgin Islands or its Relevant Jurisdiction. Its entry into the Finance Documents constitutes, and the exercise of its rights and performance of and compliance with its obligations under the Finance Documents will constitute, private and commercial acts done and performed for private and commercial purposes.

11.17 Times when representations made

- (a) The representations and warranties set out in this Clause 11 are made by the Borrower on the date of this Agreement and deemed to be made by the Borrower on the date of any Utilisation Request submitted hereunder, on the Utilisation Date and on each day after the date of this Agreement for so long as any amount or obligation is outstanding under the Finance Documents by reference to the facts and circumstances then existing.
- (b) The Repeating Representations are deemed to be made by the Borrower by reference to the facts and circumstances then existing on the date of each Utilisation Request.

12. REPRESENTATIONS OF THE GUARANTOR

The Guarantor makes the representations and warranties set out in this Clause 12 to the Lender on the dates set out in Clause 12.8 (*Times when representations made*).

12.1 Status

The Guarantor is a company duly incorporated and validly existing under the law of its jurisdiction of incorporation.

12.2 Binding obligations

The obligations expressed to be assumed in each Finance Document to which the Guarantor is a party are legal, valid, binding and enforceable.

12.3 Non-conflict with other obligations

The entry into and performance by the Guarantor of, and the transactions contemplated by, the Finance Documents do not and will not conflict with:

- (a) any law or regulation applicable to it;
- (b) its constitutional documents; or
- (c) any agreement or instrument binding upon it,

nor result in the existence of, or oblige it to create, any Security over any of its assets.

12.4 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, the Finance Documents and the transactions contemplated by those Finance Documents.

12.5 Validity and admissibility in evidence

All Authorisations required or desirable:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its respective obligations in the Finance Documents to which it is a party;
- (b) to make the Finance Documents to which it is a party admissible in evidence in the Relevant Jurisdiction; and
- (c) to enable the Security expressed to be created pursuant to any Security Document to be created and to ensure that such Security has the priority and ranking it is expressed to have,

have been obtained or effected and are in full force and effect.

12.6 No misleading information

- (a) Any factual information contained in or provided by or on behalf of the Guarantor in relation to any Finance Document (including any recitals thereto) was true and accurate in all respects as at the date it was provided or as at the date (if any) at which it is stated.
- (b) Nothing has occurred or been omitted from the factual information referred to in paragraph (a) above and no information has been given or withheld that results in that information being untrue or misleading in any respect.
- (c) All information (other than any factual information contained in or provided by or on behalf of the Guarantor in relation to any Finance Document) provided by the Guarantor is true and accurate in all respects as at the date it was given and is not misleading in any respect.
- (d) Any expressions of opinion or intention provided by or on behalf of the Guarantor in connection with any Finance Document was made after due and careful consideration and on reasonable grounds.

12.7 No immunity

Neither it nor any of its assets is entitled to immunity from suit, execution, attachment or other legal process in Hong Kong, the British Virgin Islands or its Relevant Jurisdiction. Its entry into the Finance Documents constitutes, and the exercise of its rights and performance of and compliance with its obligations under the Finance Documents will constitute, private and commercial acts done and performed for private and commercial purposes.

12.8 Times when representations made

The representations and warranties set out in this Clause 12 are made by the Guarantor on the date of this Agreement and deemed to be made by the Guarantor on each day after the date of this Agreement for so long as any amount or obligation is outstanding under the Finance Documents by reference to the facts and circumstances then existing.

13. **GUARANTEE BY THE GUARANTOR**

- (a) The Guarantor hereby unconditionally and irrevocably guarantees to the Lender the full and prompt payment and performance of all present and future obligations, liabilities and indebtedness of the Borrower to the Lender under this Agreement (the "**Obligations**"), including but not limited to, any principal, interest, fees, costs and expenses arising under this Agreement.
- (b) In the event that the Borrower fails to pay or perform any of the Obligations when due, the Guarantor shall, upon written demand from the Lender, immediately pay or perform such Obligations in accordance with the terms of this Agreement, as if the Guarantor were the principal obligor.
- (c) The Guarantor agrees that this guarantee is a continuing guarantee and shall remain in full force and effect until all Obligations have been fully paid and performed. The Guarantor waives any right to require the Lender to proceed against the Borrower or any other person or to pursue any other remedy before enforcing this guarantee.

- (d) This guarantee shall be binding upon the Guarantor and its successors and assigns and shall inure to the benefit of the Lender and its successors and assigns.

14. INFORMATION UNDERTAKINGS

The undertakings in this Clause 14 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents.

14.1 Information

The Borrower shall supply to the Lender:

- (a) all documents dispatched by the Borrower to its shareholder(s) or creditor(s), generally at the same time as they are dispatched;
- (b) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against the Borrower;
- (c) promptly, such further information regarding the financial condition, business and operations of the Borrower and the SPV and of the Investments as the Lender may reasonably request including but not limited to information requested to be provided pursuant to the reporting requirements as set out in the Investment Guidelines;
- (d) promptly, notice of any change in authorised signatories of the Borrower signed by a director or company secretary of the Borrower accompanied by specimen signatures of any new authorised signatories; and
- (e) promptly, details of any event affecting the Borrower which would have a Material Adverse Effect.

14.2 Notification of default and Material Adverse Effect

- (a) The Borrower shall notify the Lender of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.
- (b) Promptly upon a request by the Lender, the Borrower shall supply to the Lender a certificate signed by its director(s) certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).
- (c) The Borrower shall notify the Lender that there is a Material Adverse Effect to the Borrower might reasonably be expected to occur.

14.3 Inspection of book and records and investigations

- (a) The Borrower shall keep books and records which accurately reflect in all material respects of its business, affairs and transactions.
- (b) If an Event of Default is continuing or would reasonably be expected to occur or if the Lender believes that any financial statement, certificate or calculation

provided under or in connection with any Finance Document is inaccurate or incomplete in any material respect:

- (i) the Borrower hereby authorises its auditors to discuss any of the Borrower's financial matters with the Lender or any of its representatives, whether or not any representative of the Borrower is present, and at the reasonable request of the Lender, inspect any of its books and records; and
 - (ii) the Borrower shall permit the Lender (or any of its representatives) upon reasonable notice and reasonable request to visit any of the offices of the Borrower, inspect any of its books and records, and discuss its financial matters with its officers and auditors.
- (c) The cost and expense of each visit referred to in sub-paragraph (b)(i) above shall be borne by the Borrower unless, where an investigation or report was instigated as a result of the Lender's belief that a financial statement, certificate or calculation provided under this Agreement was inaccurate or incomplete in any material respect, no such inaccuracy or incompleteness is found.

15. GENERAL UNDERTAKINGS

The undertakings in this Clause 15 remain in force from the date of this Agreement for so long as any obligation is outstanding under the Finance Documents.

15.1 Authorisations

The Borrower shall promptly:

- (a) obtain, comply with and do all that is necessary to maintain in full force and effect; and
- (b) supply certified copies to the Lender of,

any Authorisation required in connection with its business or to enable it to perform its obligations under the Finance Documents and to ensure the legality, validity, enforceability or admissibility in evidence in its Relevant Jurisdiction of any Finance Document.

15.2 Compliance with laws

The Borrower shall comply in all respects with all the laws of Hong Kong and the laws of its place of incorporation.

15.3 Pari passu ranking

The Borrower shall ensure that its payment obligations under the Finance Documents rank and continue to rank at least *pari passu* with the claims of all of its other unsecured and unsubordinated creditors.

15.4 Negative pledge

In this Clause, "**Quasi-Security**" means an arrangement or transaction described in paragraph (b) below:

- (a) The Borrower shall not, without the prior written consent of the Lender, create or permit to subsist any Security over any of its assets.
- (b) The Borrower shall not, without the prior written consent of the Lender:
 - (i) sell, transfer or otherwise dispose of any of its assets on terms whereby they are or may be leased to or re-acquired by the Borrower;
 - (ii) sell, transfer or otherwise dispose of any of its receivables on recourse terms;
 - (iii) enter into or permit to subsist any title retention arrangement;
 - (iv) enter into or permit to subsist any arrangement under which money or the benefit of a bank or other account may be applied, set-off or made subject to a combination of accounts; or
 - (v) enter into or permit to subsist any other preferential arrangement having a similar effect;

in circumstances where the arrangement or transaction is entered into primarily as a method of raising Financial Indebtedness or of financing the acquisition of an asset.
- (c) Paragraphs (a) and (b) above do not apply to:
 - (i) any Security or Quasi-Security created pursuant to any Finance Document; or
 - (ii) any Security created to secure the Permitted Financial Indebtedness.

15.5 Use of proceeds

The Borrower shall use the proceeds of each Utilisation hereunder only as permitted by Clause 3.1 (*Purpose*).

15.6 Security

- (a) The Borrower shall promptly do all such acts or execute all such documents as the Lender may reasonably specify (and in such form as the Lender may reasonably require in favour of the Lender or its nominee(s)) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security created or purported to be created under the Security Documents after it has become enforceable in accordance with its terms.
- (b) The Borrower shall take all such actions as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Lender by or pursuant to the Finance Documents.

15.7 Power of the Insurance Authority

The parties acknowledge that the Insurance Authority, being the primary regulator of the insurance industry in Hong Kong, shall have the right and the power to, upon

reasonable request, inspect in Hong Kong the registers of members and the books and records of the Borrower.

16. EVENTS OF DEFAULT

Each of the events or circumstances set out in the following sub-Clauses of this Clause 16 (other than Clause 16.16 (*Acceleration*)) is an Event of Default.

16.1 Non-payment

The Borrower does not pay on the due date any amount payable pursuant to a Finance Document at the place at and in the currency in which it is expressed to be payable.

16.2 Misrepresentation

Any representation or statement made or deemed to be made by the Borrower in the Finance Documents to which it is a party or any other document delivered by or on its behalf under or in connection with any Finance Document is or proves to have been incorrect or misleading in any respect when made or deemed to be made.

16.3 Insolvency

- (a) The Borrower is or is presumed or deemed to be unable or admits inability to pay its debts as they fall due, suspends making payments on any of its or, by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors with a view to rescheduling any of its indebtedness.
- (b) The value of the assets of the Borrower is less than its liabilities (taking into account contingent and prospective liabilities).
- (c) A moratorium is declared in respect of all or a material part of the indebtedness of the Borrower.

16.4 Insolvency proceedings

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

- (a) the suspension of payments, a moratorium of any indebtedness, bankruptcy, winding-up, dissolution, administration, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) of the Borrower, other than a solvent liquidation or reorganisation of the Borrower;
- (b) a composition, compromise, assignment or arrangement with any creditor of the Borrower;
- (c) the appointment of a liquidator, receiver, administrative receiver, administrator, compulsory manager, provisional supervisor or other similar officer (as applicable) in respect of the Borrower or all or a material part of its assets; or
- (d) enforcement of any Security by the Lender, or

- (e) any analogous procedure or step is taken in any jurisdiction.

16.5 Creditors' process

Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of the Borrower.

16.6 Unlawfulness

- (a) It is or becomes unlawful for the Borrower to perform any of its obligations under the Finance Documents.
- (b) Any Finance Document ceases to be in full force and effect or is alleged by the Borrower to be ineffective for any reason.

16.7 Repudiation

The Borrower repudiates a Finance Document or evidences an intention to repudiate a Finance Document.

16.8 Cessation of business

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

16.9 Security

Any Security Document is not in full force and effect or does not create in favour of the Lender the Security which it is expressed to create with the ranking and priority it is expressed to have.

16.10 Material Adverse Effect

The Lender determines, acting reasonably, a Material Adverse Effect exists, has occurred or is expected to occur.

16.11 Audit qualification

The auditors (if any) qualify their report on any audited consolidated financial statement or any audited financial statement of the Borrower:

- (a) on the grounds that the information supplied to them (or to which they otherwise had access) was unreliable or inadequate;
- (b) on the grounds that they are unable to prepare that financial statement on a going concern basis; or
- (c) where that qualification is in terms or as to issues which could otherwise reasonably be expected to be materially adverse to the interests of the Lender under the Finance Documents.

16.12 Litigation

Any litigation, arbitration, proceeding or dispute against the Borrower or the SPV is started or threatened or there are any circumstances likely to give rise to any litigation, arbitration, proceeding or dispute against the Borrower or the SPV.

16.13 Expropriation, etc.

Any step is taken by any person with a view to the seizure, compulsory acquisition or expropriation of all or any of the shares, or all or any material part of the assets of the Borrower or the SPV.

16.14 Use of proceeds

The Borrower or the SPV uses the proceeds of the Loan(s) for any purpose other than as permitted by Clause 3.1 (*Purpose*).

16.15 Breach of undertakings

The Borrower breaches the Information Undertakings under Clause 14 or the General Undertakings under Clause 15 of this Agreement in any material respect and such breach is not remedied within sixty (60) days or such period as may be mutually agreed between the Borrower and the Lender.

16.16 Acceleration

On and at any time after the occurrence of an Event of Default which is continuing, the Lender may by notice to the Borrower:

- (a) cancel the Facility;
- (b) declare that all or part of the Loan(s), together with all other amounts accrued or outstanding under the Finance Documents, be immediately due and payable, whereupon they shall become immediately due and payable without the need on the part of the Lender to make any demand; and/or
- (c) exercise any part of its rights, remedies, powers or discretions under the Finance Documents.

17. ASSIGNMENT

No Party to this Agreement may assign any of its rights or transfer any of its rights, benefits and obligations under or arising out of this Agreement to any one or more person(s) under the Finance Documents without the prior written consent of the other Party to this Agreement.

18. CONDUCT OF BUSINESS BY THE LENDER

No provision of this Agreement will:

- (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.

19. PAYMENT MECHANICS

19.1 Payments to the Lender

- (a) On each date on which the Borrower is required to make a payment under a Finance Document, the Borrower shall make the same available to the Lender for value on the due date at the time and in such funds specified by the Lender.
- (b) Payment shall be made to such account as the Lender may notify to the Borrower.

19.2 No set-off by the Borrower

All payments to be made by the Borrower under the Finance Documents shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

19.3 Business Days

- (a) Any payment which is due to be made on a day that is not a Business Day shall be made on the next Business Day in the same calendar month (if there is one) or the preceding Business Day (if there is not).
- (b) During any extension of the due date for payment of any principal or Unpaid Sum under this Agreement interest is payable on the principal or Unpaid Sum at the rate payable on the original due date.

20. SET-OFF

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

21. NOTICES

21.1 Communications in writing

Any communication to be made under or in connection with the Finance Documents shall be made in writing and, unless otherwise stated, may be made by electronic mail, fax or letter.

21.2 Addresses

The electronic mail address, address in Hong Kong and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with the Finance Documents is that identified with its name below, or any substitute address in Hong Kong, fax number or department or officer as the Party may notify to the other Parties by not less than five (5) Business Days' notice.

The Borrower

Correspondence address: New Alternative Limited
18/F, YF Life Centre, 38 Gloucester Road,
Wanchai, Hong Kong
(Attention: The Board of Director)

Facsimile: (86) 021-31271750

Email: tina.zhang@yfcapital.com;
chrisling@yfcapital.com
(Attention: Tina Zhang/Chris Ling)

The Lender

Registered address: YF Life Insurance International Limited
12/F, YF Life Centre, 38 Gloucester Road,
Wanchai, Hong Kong
(Attention: The Board of Director)

Facsimile: (852) 2919 9571

Email: legal@yflife.com; investment@yflife.com
(Attention: Manko Chan/ Dennis Luk)

The Guarantor

Correspondence address: Yunfeng Capital Limited
18/F, YF Life Centre, 38 Gloucester Road,
Wanchai, Hong Kong
Attention: The Board of Directors

Facsimile: (86) 021-31271750

Email: tina.zhang@yfcapital.com;
chrisling@yfcapital.com
(Attention: Tina Zhang/Chris Ling)

21.3 Delivery

- (a) Any communication or document made or delivered by the Lender to another Party under or in connection with the Finance Documents will only be effective:
 - (i) if by electronic mail, when sent;

- (ii) if by way of fax, when received in legible form; or
- (iii) if by way of letter, when it has been left at the relevant address or seven (7) Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address,

and, if a particular department or officer is specified as part of its address details provided under Clause 21.2 (*Addresses*), if addressed to that department or officer.

- (b) Any communication or document to be made or delivered to the Lender will be effective only when actually received by the Lender and then only if it is expressly marked for the attention of the department or officer identified with the Lender's signature below (or any substitute department or officer as the Lender shall specify for this purpose).
- (c) Any communication or document which becomes effective, in accordance with paragraphs (a) and (b) above, after 5.00 p.m. in the place of receipt shall be deemed to only become effective on the following day.

21.4 Electronic communication

- (a) Any communication to be made between the Parties under or in connection with the Finance Documents may be made by electronic mail or other electronic means to the extent that the Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication and if the Parties:
 - (i) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
 - (ii) notify each other of any change to their address or any other such information supplied by them by not less than five (5) Business Days' notice.
- (b) Any electronic communication to be made between the Parties will be effective only when actually received in readable form and in the case of any electronic communication made to the Lender only if it is addressed in such a manner as the Lender shall specify for this purpose.
- (c) Any electronic communication which becomes effective, in accordance with paragraph (b) above, after 5.00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

21.5 English language

Any documents or notices, given or provided under or in connection with any Finance Document must be in English.

22. CALCULATIONS AND CERTIFICATES

22.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by the Lender or its Affiliates are prima facie evidence of the matters to which they relate.

22.2 Certificates and determinations

Any certification or determination by the Lender or its Affiliates of a rate or amount under any Finance Document is, in the absence of manifest error, final and conclusive evidence of the matters to which it relates which shall be binding on the Borrower.

22.3 Day count convention

Any interest, commission or fee accruing under a Finance Document will accrue daily and is calculated on the basis of the actual number of days elapsed (first and last days inclusive) and a year of 365 days.

23. PARTIAL INVALIDITY

If, at any time, any provision of the Finance Documents 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.

24. REMEDIES AND WAIVERS

No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under the Finance Documents shall operate as a waiver of any such right or remedy or constitute an election to affirm any of the Finance Documents. No waiver or election to affirm any of the Finance Documents on the part of the Lender shall be effective unless in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

25. AMENDMENTS AND WAIVERS

No term of any of the Finance Documents may be amended or waived without the prior consent of the Lender and the Borrower, and any such amendment or waiver will be binding on all Parties.

26. CONFIDENTIALITY

26.1 Confidential Information

Each Party agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by Clause 26.2 (*Disclosure of Confidential*

Information), and to ensure that all Confidential Information is protected with security measures and a degree of care that would apply to its own confidential information.

26.2 Disclosure of Confidential Information

The Lender may disclose:

- (a) to any of its Affiliates, head office and any other branch and any of its or their officers, directors, employees, professional advisers, auditors, partners, insurers, insurance providers, credit protection providers and Representatives such Confidential Information as the Lender shall consider appropriate if any person to whom the Confidential Information is to be given pursuant to this paragraph (a) is informed in writing of its confidential nature and that some or all of such Confidential Information may be price-sensitive information;
- (b) to any person:
 - (i) to (or through) whom it assigns or transfers (or may potentially assign or transfer) all or any of its rights and/or obligations under one or more Finance Documents and to any of that person's Affiliates, related funds, Representatives and professional advisers;
 - (ii) with (or through) whom it enters into (or may potentially 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, one or more Finance Documents and/or the Borrower and to any of that person's Affiliates, Representatives and professional advisers;
 - (iii) appointed by the Lender or by a person to whom paragraph (b)(i) or (ii) above applies to receive communications, notices, information or documents delivered pursuant to the Finance Documents on its behalf (including, without limitation, any person appointed under paragraph (c) of this Clause 26.2 (*Disclosure of Confidential Information*));
 - (iv) who invests in or otherwise finances (or may potentially invest in or otherwise finance), directly or indirectly, any transaction referred to in paragraph (b)(i) or (b)(ii) above;
 - (v) to whom information is required or requested to be disclosed by any court of competent jurisdiction or any governmental, banking, taxation or other regulatory authority or similar body, the rules of any relevant stock exchange or pursuant to any applicable law or regulation;
 - (vi) to whom information is required to be disclosed in connection with, and for the purposes of, any litigation, arbitration, administrative or other investigations, proceedings or disputes; or
 - (vii) with the consent of the Borrower;

in each case, such Confidential Information as the Lender shall consider appropriate;
- (c) to any person appointed by the Lender or by a person to whom paragraph (b)(i) or (b)(ii) above applies to provide administration or settlement services in

respect of one or more of the Finance Documents including without limitation, in relation to the trading of participations in respect of the Finance Documents, such Confidential Information as may be required to be disclosed to enable such service provider to provide any of the services referred to in this paragraph (c);

- (d) to any rating agency (including its professional advisers) such Confidential Information as may be required to be disclosed to enable such rating agency to carry out its normal rating activities in relation to the Finance Documents and/or the Borrower.

26.3 Entire agreement

This Clause 26 (*Confidentiality*) 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, whether express or implied, regarding Confidential Information.

27. COUNTERPARTS

Each Finance Document 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 the Finance Document.

28. GOVERNING LAW

This Agreement shall be governed by, and construed in accordance with, the laws of Hong Kong. The Parties submit to the non-exclusive jurisdiction of the Hong Kong courts.

29. ENFORCEMENT

29.1 Jurisdiction

- (a) The courts of Hong Kong have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement) (a "**Dispute**").
- (b) The Parties agree that the courts of Hong Kong are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) This Clause 29.1 is for the benefit of the Lender only. As a result, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

29.2 Consent to enforcement, etc.

The Borrower irrevocably and generally consents in respect of any proceedings anywhere in connection with any Finance Document to the giving of any relief or the issue of any process in connection with those proceedings, including, the making, enforcement or execution against any assets whatsoever (irrespective of their use or intended use) of any order or judgment which may be made or given in those proceedings.

29.3 Waiver of immunity

The Borrower irrevocably agrees that, should any Party take any proceedings anywhere (whether for an injunction, specific performance, damages or otherwise in connection with any Finance Document), no immunity (to the extent that it may at any time exist, whether on the grounds of sovereignty or otherwise) from those proceedings, from attachment (whether in aid of execution, before judgment or otherwise) of its assets or from execution of judgment shall be claimed by it or with respect to its assets, any such immunity being irrevocably waived. The Borrower irrevocably agrees that it and its assets are, and shall be, subject to such proceedings, attachment or execution in respect of its obligations under the Finance Documents.

SCHEDULE 1
UTILISATION REQUEST

From: New Alternative Limited

To: YF LIFE INSURANCE INTERNATIONAL LIMITED

Dated:

Dear Sirs,

Asset-backed Hybrid Facility/Investment Agreement dated 7 March 2025 (the "Agreement")

1. We refer to the Agreement. This is a Utilisation Request. Terms defined in the Agreement have the same meaning in this Utilisation Request unless given a different meaning in this Utilisation Request.
2. We wish to borrow a Loan on the following terms:

Proposed Utilisation Date: [•] (or, if that is not a Business Day, the next Business Day)

Currency of Loan: HKD

Amount: HKD[•]
3. We confirm that each condition specified in Clause 4 (*Conditions of Utilisation*) and Clause 5 (*Utilisation*) of the Agreement is satisfied on the date of this Utilisation Request and that the drawdown made pursuant to this Utilisation Request is in full compliance of the Investment Guidelines (as defined in the Agreement), including but not limited to the investment restrictions set out therein.
4. The proceeds of this Loan should be advanced in the following manner:

[•]
5. The proceeds of this Loan should be applied in the following manner:

[•]
6. A description on (i) the target company (including its identity, nature, business and summary of financial information); (ii) the proposed investment structure and instrument; and (iii) the manager's investment thesis is provided below:

[•]

7. This Utilisation Request is irrevocable.
8. We undertake that (i) an investment report; and (ii) our annual report will be provided to you in accordance with the Investment Guidelines.

Yours faithfully,

.....
Authorised Signatory for New Alternative Limited
[•]

SCHEDULE 2
FORM OF SHARE CHARGE

SHARE CHARGE

Dated

[•]
(as the “**Chargor**”)

and

[•]
(as the “**Chargee**”)

in respect of the shares of

[•]
(the “**Company**”)

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DETAILS

Parties	The Chargor and the Chargee	
Chargor	Name	[•]
	Registered Address	[•]
	Attention	[•]
Chargee	Name	[•]
	Registered Address	[•]
	Attention	The Board of Directors
Recital	A	By an asset-backed hybrid facility/investment agreement (the “ Facility Agreement ”) dated 7 March 2025 and made between the Chargee as lender, the Chargor as borrower and Yunfeng Capital Limited as guarantor, the Chargee has agreed to provide the Chargor with a term loan facility of HK\$7.6 billion (the “ Facility ”) upon and subject to the terms and conditions as set out in the Facility Agreement for the purpose of making the Investments (as defined below) in compliance with the Investment Guidelines (as defined below).
	B	It is a condition precedent under the Facility Agreement that this Deed shall be executed by the Chargor and the Company in favour of the Chargee respectively.
	C	The board of directors of the Chargor is satisfied that entering into this Deed is for the purposes and to the benefit of the Chargor and its business.
	D	The Chargee, the Chargor and the Company intend this document to take effect as a deed notwithstanding that a party may only execute this Deed under hand.
Governing law and jurisdiction		Hong Kong
Date of agreement		[•] 202[5]

GENERAL TERMS

This Deed witnesses the following:

1. INTERPRETATION

1.1 Unless a contrary indication appears, capitalised terms used in the Facility Agreement shall have the same meaning and construction when used herein. In addition:

"Authorisation"	means an authorisation, consent, approval, resolution, licence, exemption, filing or registration.
"Business Day"	means a day other than a Saturday, Sunday or public holiday in Hong Kong.
"Charged Assets"	means the assets from time to time subject, or expressed to be subject, to the Charges or any part of those assets.
"Charges"	means all or any of the Security created or expressed to be created by or pursuant to this Deed.
"Companies Ordinance"	means the Companies Ordinance (Cap. 622 of the Laws of Hong Kong).
"Company"	means [•], a company incorporated under the laws of [•] with limited liability and having its registered office at [•].
"Confidential Information"	<p>means all information (regardless of its form) disclosed to a Party (or to its affiliates or representative) under or in connection with this Deed, including any contents of this Deed. The term does not include information which:</p> <ul style="list-style-type: none">(a) is in the public domain other than through breach of this Deed or an obligation of confidence owed to the discloser or any of its affiliates or representative of the discloser;(b) was already known to the receiver at the time of that disclosure (unless that knowledge arose from a breach of an obligation of confidentiality); or(c) the receiver acquires from a source other than the discloser (or any to its affiliates or representative of the discloser), where that source is entitled to disclose it.

“CPO”	means the Conveyancing and Property Ordinance (Cap. 219 of the Laws of Hong Kong).
“Delegate”	means a delegate or sub-delegate appointed under Clause 10.2 (<i>Delegation</i>).
“Dividends”	means all present and future: <ul style="list-style-type: none"> (a) dividends and distributions of any kind and any other sum received or receivable by the Chargor from the Company in respect of any of the Shares owned by the Chargor; (b) rights, shares, money or other assets accruing or offered by the Company by way of redemption, bonus, option or otherwise in respect of any of the Shares owned by the Chargor; (c) allotments, offers and rights accruing or offered by the Company in respect of any of the Shares owned by the Chargor; and (d) other rights and assets attaching to, deriving from or exercisable by virtue of the ownership of, any of the Shares by the Chargor.
“Event of Default”	means any of the events set out in Clause 16 of the Facility Agreement (whichever applicable to the Chargor).
“Group”	means the Chargor and its subsidiaries, if any, for the time being.
“Hong Kong”	means Hong Kong Special Administrative Region of the People’s Republic of China.
“Investments”	the investments to be made by the Chargor using funds from the Facility and in compliance with the Investment Guidelines
“Investment Guidelines”	the investment guidelines dated 7 March 2025 issued by the Chargee, pursuant to which the Chargor shall make specific investments accordingly
“Material Adverse Effect”	means a material adverse effect on the business, assets, liabilities, condition (financial or otherwise), prospects and/or results of operations of the Chargor and/or the Company, as the case may be.
“Party”	means a party to this Deed and includes its successors in title, permitted assigns and permitted transferees.

"Receiver" means a receiver and/or manager or other receiver appointed in respect of the Charged Assets.

"Secured Obligations" means all amounts which are now or may at any time hereafter be or become from time to time due or owing, actually or contingently, to the Chargee by the Chargor under or pursuant to each or any of the Transaction Documents.

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

"Shares" means at any time:

- (a) all those shares representing the entire issued share capital of the Company registered in the name of and beneficially owned by the Chargor at the date of this Deed, and includes any other shares in the Company which may after the date of this Deed be beneficially owned by the Chargor, as described in Schedule 2 (*Shares*);
- (b) all Dividends and interest payable on or derived from the shares referred to in paragraph (a) above; and
- (c) all accretions, allotments, warrants, securities, rights and other benefits, at any time and from time to time, accruing on, arising from or offered to the shares referred to in paragraph (a) above (whether by way of redemption, bonus, preference, option, consolidation, division, conversion, substitution, exchange or otherwise).

"Transaction Document" has such meaning as ascribed to it in the Facility Agreement.

1.2 Construction

1.2.1 Any reference in this Deed to:

- (a) **"assets"** includes present and future properties, revenues and rights of every description;
- (b) a **"Transaction Document"** or any other agreement, deed or instrument is a reference to that Transaction Document or other agreement, deed or

instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerous) or replaced;

- (c) a “**person**” includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;
- (d) 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;
- (e) a provision of law is a reference to that provision as amended or re-enacted from time to time unless the context requires otherwise;
- (f) words importing the singular number shall include the plural number and vice versa, words importing the masculine, feminine or neuter gender shall include the others of them; and
- (g) unless otherwise stated, references to Clauses and Schedules are to clauses of and schedules to this Deed.

1.2.2 Clause and Schedule headings are for ease of reference only.

1.2.3 In the context of the rights, powers, privileges, discretions and immunities conferred on the Chargee, a Receiver or a Delegate, 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.

1.2.4 Unless a contrary indication appears, a term used in any other Transaction Document or in any notice given under or in connection with any Transaction Document has the same meaning in that Transaction Document or notice as in this Deed.

2. SECURITY

2.1 Charge

The Chargor, as legal and beneficial owner of all of the Shares and Dividends owned by it and as continuing security for the due and punctual payment and discharge of all Secured Obligations and charges in favour of the Chargee by way of first fixed charge all its rights, title and interest present and future in and to the Shares and Dividends.

2.2 Retention of documents

The Chargee shall be entitled to continue to hold any document delivered to it pursuant to Clause 4.3 (*Delivery of documents*) until the Charges are released and if, for any reason, it releases any such document to the Chargor before such time, it may, by notice to the Chargor require that such document be redelivered to it and the Chargor shall immediately comply with that requirement or procure that it is complied with.

3. CONTINUING SECURITY

This Deed shall be a continuing security and shall remain in full force and effect until the Secured Obligations has been paid in full, notwithstanding the insolvency or liquidation or any incapacity or change in the constitution or status of the Chargor or any other person or any intermediate settlement of account or other matter whatsoever.

4. RESTRICTIONS AND FURTHER ASSURANCE

4.1 Security

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

4.2 Disposal

The Chargor 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, transfer, assign or otherwise dispose of all or any part of the Charged Assets except in the case of Dividends, as permitted by Clause 5.3 (*Dividends*) and any transaction to be entered into with the Chargee (or any of its affiliates) in relation to the disposal of the Company.

4.3 Delivery of documents

The Chargor shall deliver or procure that there shall be delivered to the Chargee the following documents upon execution of this Deed which may be held by the Chargee until the Charge is fully released:

- 4.3.1 valid and duly issued share certificates;
- 4.3.2 duly executed instruments of transfer, substantially in the form set out in **Schedule 3A** (*Form of Instrument of Transfer*) and bought and sold notes, substantially in the form set out in **Schedule 3B** (*Form of Bought and Sold Notes*), but, in each case, with the dates and names of the transferees left blank;
- 4.3.3 duly executed proxy form in respect of the Chargor's representation at meetings of the Company as holder of the Shares, substantially in the form set out in **Schedule 3C** (*Form of Proxy*), but with the dates and names of the proxy left blank;
- 4.3.4 signed and dated letter of authority from the Chargor authorising the Chargee to date the instrument of transfer, sold note and proxy form referred to in Clause 4.3.2 and Clause 4.3.3, substantially in the form set out in **Schedule 4A** (*Form of Letter of Authority*);;
- 4.3.5 signed and dated letters of authority and undertaking from all the directors and the secretary of the Company authorising the Chargee to date the letters and resolutions referred to in Clauses 4.3.4 and 4.3.6 (in the case of the directors only) undertaking to approve transfers of Shares by or in favour of the Chargee substantially in the form set out in **Schedule 4B** (*Form of Letter of Authority and Undertaking*); and

- 4.3.6 signed but undated resolutions of the directors of the Company approving the transfer of Shares and the appointment of persons nominated by the Chargee as directors of the Company substantially in the form set out in **Schedule 5** (*Form of Resolutions*).

The Chargor undertakes to the Chargee that it shall promptly, at the Chargor's own cost:

- (a) if any further Shares are issued to or otherwise acquired by the Chargor after the date of this Deed, deposit with the Security Agent validly and duly issued share certificate(s) in respect of such Shares, together with the documents referred to in Clauses 4.3.2 4.3.3 and 4.3.4 in respect of such Shares to the Chargee;
- (b) to the extent any authorised signatory(ies) who, for and on behalf of the Chargor, duly executed the documents that were delivered to the Chargee pursuant to Clauses 4.3.2 4.3.3 and 4.3.4 ceased to be an authorised signatory(ies) of the Chargor before the Charge is fully released, deliver to the Chargee the documents referred to in Clauses 4.3.2, 4.3.3 and 4.3.4 that are duly executed by any replacement authorised signatory(ies) for and on behalf of the Chargor and a certified copy of the resolutions of the directors of the Chargor approving such replacement; and
- (c) if any further director(s) of the Company is/are appointed, deliver or procure the delivery of the documents referred to in Clauses 4.3.4, 4.3.5 and 4.3.6 in respect of such director(s) to the Chargee; and
- (d) deliver or procure the delivery of such other documents to the Chargee as may be requested by the Chargee in order to enable it, or any of its nominees, or any purchaser or transferee, to be registered as the owner of, or otherwise obtain legal and beneficial title to, or to perfect its security interest in any of the Shares.

After the security constituted by this Deed has become enforceable as provided in Clause 8, the Chargee shall have the authority and right to complete, date and put into effect the documents referred to in Clause 4.3 and to appoint such person(s) as the Chargee shall think fit as directors of the Company, and the Chargor shall take all steps and do all such things as may be required to procure that the Chargee may exercise such right after it decides to do so.

4.4 Further assurance

The Chargor shall, at its own expense and as soon as practicable, do whatever the Chargee requires:

- 4.4.1 to perfect or protect the Chargee's rights under the Charges or the priority of the Charges; or
- 4.4.2 to facilitate the realisation of the Charged Assets or the exercise of any rights vested in the Chargee or any Receiver,

including executing any transfer, conveyance, charge, mortgage, assignment or assurance of the Charged Assets (whether to the Chargee or its nominees or otherwise), making any registration and giving any notice, order or direction.

4.5 Directors resolution

After a Charge has become enforceable in accordance with Clause 8.1 (*When enforceable*), the Chargor shall procure, to the extent that it is within the power of the Chargor, as a shareholder of the Company that any transfer to or by the Chargee or its nominee of any of the Charged Assets is duly approved by the board of directors of the Company and registered in the Company's shareholder register (if necessary, by replacing the board of directors of the Company with directors nominated by the Chargee).

4.6 Changes in directors or secretary

- 4.6.1 If a new director of a Company is appointed, the Chargor shall, promptly after such appointment becoming effective, procure that such director signs and delivers to the Chargee the documents described in Clauses 4.3.3 to 4.3.5 (*Delivery of Documents*).
- 4.6.2 If a new secretary of a Company is appointed, the Chargor shall, promptly after such appointment becoming effective, procure that such secretary signs and delivers to the Chargee the documents described in Clauses 4.3.3 and 4.3.4 (*Delivery of Documents*).
- 4.6.3 If a director or the secretary of a Company resigns or is removed from such office, the Chargee shall promptly upon the Chargor's request return to the Chargor the documents signed by him or her which were received by the Chargee pursuant to this Deed.

5. CHARGED SHARES

5.1 Voting and other rights

Subject to Clause 5.2 (*Voting and other rights if the Charges become enforceable*), the Chargor shall be entitled to exercise or direct the exercise of the voting and other rights attached to the Charged Assets as it sees fit provided that the exercise or failure to exercise those rights would not have an adverse effect on the value of the Charged Assets and would not otherwise prejudice the interests of the Chargee.

5.2 Voting and other rights if the Charges become enforceable

At any time when the Security created by this Deed becomes enforceable pursuant to Clause 8.1 (*When enforceable*):

- 5.2.1 the Chargee or any Receiver shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Share as it sees fit; and
- 5.2.2 the Chargor shall comply or procure the compliance with any directions of the Chargee or any Receiver in respect of the exercise of those rights and shall promptly execute and/or deliver to the Chargee or any Receiver such forms of proxy as the Chargee or any Receiver may require in connection with that exercise.

5.3 Dividends

- 5.3.1 Until the Security created by this Deed becomes enforceable pursuant to Clause 8.1 (*When enforceable*), the Chargor may collect and hold and use all Dividends and other moneys and rights accruing, payable on or derived from any of the Shares.

5.3.2 The Chargor authorises the Chargee at any time after the Security created by this Deed becomes enforceable pursuant to Clause 8.1 (*When enforceable*) to collect (and shall pass over to the Chargee if received by the Chargor) all Dividends and other moneys and rights accruing, payable on or derived from any of the Shares and to hold the same in the name of the Chargee or its nominee as part of the Charged Assets, provided that the Chargee shall not be under any responsibility for ascertaining nor for informing the Chargor of nor for taking or omitting to take any such action.

5.4 Acquisition of Shares

The Chargor shall promptly notify the Chargee of:

5.4.1 its acquisition of, or agreement to acquire, any Shares; and

5.4.2 the declaration, payment, allotment, offer or issue of any Dividend.

5.5 Communications

The Chargor shall promptly 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 Shares or in connection with or from the issuer of any of the Shares.

5.6 Payment of calls etc.

The Chargor will promptly pay or procure the payment of all calls, instalments or other payments which may at any time become due in respect of any of the applicable Charged Assets.

6. GENERAL UNDERTAKINGS

Throughout the continuance of this Deed and so long as the Secured Obligations or any part thereof remains outstanding, the Chargor undertakes and agrees with the Chargee each of the following set out in this Clause 6:

6.1 Authorisations

6.1.1 The Chargor shall promptly:

(a) obtain, comply with and do all that is necessary to maintain in full force and effect; and

(b) supply certified copies to the Chargee of,

any Authorisation required under any agreement, 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.

6.1.2 The Chargor shall promptly make the registrations specified at the end of Clause 7.5 (*Validity and admissibility in evidence*) within any prescribed time limit(s).

6.2 Conduct of business

The Chargor shall:

- 6.2.1 maintain its corporate existence and conduct its business in a proper and efficient manner and comply in all respects with all laws, regulations, authorisations, agreements and obligations to which it may be subject, if failure so to comply would materially impair its ability to perform its obligations under this Deed; and
- 6.2.2 pay all taxes imposed on it when due and continue to hold all leases or licences or permits of, and all appropriate authorisations to use, the assets necessary to carry on its business as presently conducted.

6.3 No prejudicial conduct

- 6.3.1 The Chargor shall do or permit to be done every act or thing which the Chargee may from time to time require for the purpose of enforcing the rights of the Chargee hereunder.
- 6.3.2 Notwithstanding any other provision in this Deed, the Chargor shall not do, or permit to be done, anything which could in any way depreciate, jeopardise or otherwise prejudice the Charges or the value of the Charged Assets.
- 6.3.3 The Chargor shall:
 - (a) ensure that no change is made to the general nature of its business from that carried on at the date of this Deed;
 - (b) procure that no amendment or supplement is made to any constitutional document of the Chargor without the prior written consent of the Chargee (such consent not to be unreasonably withheld);
 - (c) not create or attempt or agree to create or permit to arise or exist any Security over all or any part of the Charged Assets or any interest therein or otherwise assign, deal with or dispose of all or any part of the Charged Assets (except under or pursuant to this Deed);
 - (d) not grant in favour of any other person any interest in or any option or other rights in respect of any of the Charged Assets;
 - (e) ensure that no person holding any of the Shares as its nominee for the time being does any of the acts prohibited in paragraphs (iii) and (iv) above;
 - (f) procure that the Company shall not issue or resolve or agree to issue or grant any option or other right to acquire shares to any person;
 - (g) at all times remain the legal and beneficial owner of the Shares; and
 - (h) procure that no amendment or supplement is made to any constitutional document of the Company.

6.4 [Director continuity]

[Mr. Yu Feng shall remain a director of the Company at all times throughout the term of the Facility Agreement, and no action shall be taken that would result in his resignation or removal from the board of directors].

6.5 Discharge other debts

The Chargor shall punctually pay and discharge all debts and obligations which by law have priority over the Charges.

6.6 Information

The Chargor shall:

6.6.1 notify the Chargee of:

- (a) the occurrence of any event or circumstance which would result in the Security created by this Deed becoming enforceable pursuant to Clause 8.1 (*When enforceable*) (and of the steps, if any, being taken to remedy it) ("**Event of Default**") promptly upon becoming aware of it; and
- (b) any litigation, arbitration or administrative proceeding referred to in Clause 7.11 (*No proceedings pending or threatened*);

6.6.2 promptly, notice of any change in authorised signatories of the Chargor signed by a director or company secretary of the Chargor accompanied by specimen signatures of any new authorised signatories, if any; and

6.6.3 permit the Chargee and/or any professional consultants appointed by the Chargee at all reasonable times to inspect and examine the records and books of account of the Chargor, if the Chargor has kept such books and records.

6.7 Merger

The Chargor shall not (and shall ensure that no other member of the Group will) enter into any amalgamation, demerger, merger or corporate reconstruction.

6.8 Registration

If the Chargor is registered under Part 16 of the Companies Ordinance at the date of this Deed, it shall ensure that details of this Deed are submitted for registration with the Hong Kong Companies Registry within the applicable time period prescribed under the Companies Ordinance.

6.9 Part 16 of the Companies Ordinance

If the Chargor is not registered under Part 16 of the Companies Ordinance at the date of this Deed, the Chargor shall notify the Chargee in writing in advance of any plan to register under Part 16 of the Companies Ordinance and shall ensure that details of the relevant Charges created by this Deed are duly registered with the Companies Registry in Hong Kong within the

applicable time period prescribed under the Companies Ordinance after the Chargor is so registered under Part 16 of the Companies Ordinance.

6.10 Registration in the British Virgin Islands

The Chargor shall:

- 6.10.1 immediately 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 Business Companies Act, 2004 (as amended) of the British Virgin Islands (the “**BVI Act**”) to the extent this has not already been done;
- 6.10.2 enter particulars as required by the BVI Act of the security interests created pursuant to this Deed in the Register of Charges and immediately after entry of such particulars has been made, and in any event within three Business Days after execution of this Deed, provide the Chargee with a certified true copy of the updated Register of Charges;
- 6.10.3 effect registration of 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 Act by making the required filing, in the approved form with the Registrar of Corporate Affairs and (if applicable) provide confirmation in writing to the Chargee within two Business Days after execution of this Deed that such filing has been made; and
- 6.10.4 immediately on receipt, and in any event within 21 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 Act as to registration have been complied with and the filed stamped copy of the application containing the relevant particulars of charge.

7. REPRESENTATIONS AND WARRANTIES

The Chargor makes the representations and warranties set out in this Clause 7 to the Chargee on the date of this Deed.

7.1 Status

- 7.1.1 It is a company duly incorporated and validly existing with limited liability and in good standing under the law of the British Virgin Islands.
- 7.1.2 It is an investment holding company and has not had any business operations since the date of its incorporation.
- 7.1.3 It and any of its subsidiaries has the full power, authority and legal right to own its property and assets and carry on its business as it is being conducted.
- 7.1.4 It has good, valid and marketable title to, or valid leases or licences or permits of, and all appropriate authorisations to use, the assets necessary to carry on its business as presently conducted.

7.2 Binding obligations

The obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable, subject to:

- 7.2.1 any general principles of law limiting its obligations under this Deed; or
- 7.2.2 in the case of this Deed, the requirements specified at the end of Clause 7.5 (*Validity and admissibility in evidence*).

7.3 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, this Deed do not and will not conflict with:

- 7.3.1 any law, regulation, judgment, order, authorisation applicable to it;
- 7.3.2 its constitutional documents; or
- 7.3.3 any agreement or instrument binding upon it or its assets, nor result in the existence of, or oblige it to create, any Security over any of its property or assets (including the Shares) except in favour of the Chargee under or pursuant to this Deed.

7.4 Power and authority

It has full power, authority and legal right to enter into, perform and deliver, and has taken or obtained all necessary corporate and other action and consents to authorise its entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed.

7.5 Validity and admissibility in evidence

7.5.1 All authorisations required or desirable:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in this Deed;
- (b) to make this Deed admissible in evidence in its jurisdiction of incorporation; and
- (c) to enable it to create the Charges and to ensure that the Charges have and will have the ranking and priority 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 registration of this Deed as referred to in Clause 6.8 (*Registration*), Clause 6.9 (*Part 16 of the Companies Ordinance*) and Clause 6.10 (*Registration in the British Virgin Islands*), as the case may be.

7.5.2 All authorisations necessary for the conduct of the business, trade and ordinary activities of the Chargor have been obtained or effected and are in full force and effect.

7.5.3 The choice of the governing law of this Deed will be recognised and enforced in its relevant jurisdiction; and any judgment obtained in relation to this Deed will be recognised and enforced in its relevant jurisdiction.

7.5.4 It is generally subject to civil and commercial law and to legal proceedings and neither the Chargor nor any of its assets or revenues is entitled to any immunity or privilege (sovereign or otherwise) from any set-off, judgment, execution, attachment or other legal process.

7.6 Legal and beneficial ownership

It is the absolute, legal and beneficial owner of the applicable Charged Assets and has good and marketable title thereto.

7.7 Shares fully paid etc.

All Shares are duly authorised, validly issued and fully paid, non-assessable and (subject to the transfer restrictions contained in the articles (if any)) freely transferable and constitute shares in the capital of a limited company. There are no moneys or liabilities outstanding or payable in respect of any of the Shares.

7.8 No existing security

No Security exists on or over all or any part of the Charged Assets (except as created under or pursuant to this Deed).

7.9 No other rights granted

7.9.1 The Chargor has not granted in favour of any other person any interest in or any option or other rights in respect of any of the Charged Assets (except as created under or pursuant to this Deed).

7.9.2 The Company has not issued or resolved or agreed to issue or granted any option or other right to acquire any additional shares to any person.

7.10 Ranking

Subject to the requirements specified in Clause 7.5 (*Validity and admissibility in evidence*), this Deed creates in favour of the Chargee, the Security which it is expressed to create with the ranking and priority it is expressed to have.

7.11 No proceedings pending or threatened

7.11.1 No litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might reasonably be expected to have a Material Adverse Effect (to the best of its knowledge and belief) been started or threatened against it or its assets or revenues.

7.11.2 The operations of the Chargor are and have been conducted at all times in compliance with applicable financial record keeping and reporting requirements and money laundering statutes in its relevant jurisdiction, the rules and regulations thereunder and any related or similar rules, regulations or guidelines issued, administered or enforced by any governmental agency (collectively, "**Money Laundering Laws**") and no action, suit or proceeding by or before any court or governmental agency,

authority or body or any arbitrator involving the Chargor with respect to Money Laundering Laws is pending, and to the best of the knowledge and belief of the Chargor having made due and careful enquiries, no such actions, suits or proceedings are threatened or contemplated.

7.12 Tax

7.12.1 It is not required to make any tax deduction from any payment it may make under any Transaction Document to which it is a party.

7.12.2 It is not overdue in the filing of any tax returns and it is not overdue in the payment of any amount in respect of tax, unless and only to the extent that:

- (a) such payment is being contested in good faith;
- (b) adequate reserves are being maintained for those taxes and the costs required to contest them;
- (c) such payment can be lawfully withheld; and
- (d) failure to file such returns or pay those taxes does not have and is not reasonably likely to have a Material Adverse Effect;

7.12.3 No claims or investigations are being, and to the best of the knowledge and belief of the Chargor having made due and careful enquiries, no circumstances have arisen which are reasonably likely to give rise to a claim or investigation to be, made or conducted against the Chargor with respect to taxes.

7.13 No events of default

7.13.1 No Event of Default is continuing or is reasonably likely to result from the entry into, or the performance of, or any transaction contemplated by this Deed.

7.13.2 It is not in default under any law, regulation, judgment, order, authorisation, agreement or obligation applicable to it or its assets or revenues, the consequences of which default has or might have a Material Adverse Effect.

7.14 Winding-up

No meeting has been convened, no order has been made and no resolution has been passed for its winding-up, and no such step is intended by it and, so far as it is aware, no petition, application or the like is outstanding for its winding-up.

7.15 Information

7.15.1 All information provided to the Chargee by or on behalf of the Chargor in connection with this Deed is true and accurate in all respects and all forecasts and projections contained therein were arrived at after due and careful consideration on the part of the Chargor and were, in its considered opinion, fair and reasonable when made; the Chargor is not aware of any fact which has not been disclosed in writing to the Chargee which might have a material effect on any such information, forecasts or projections.

7.15.2 Any person specified as an authorised signatory of the Chargor under Clause 6.6.2 above is authorised to sign notices on its behalf.

7.15.3 The particulars of the Shares set out in **Schedule 2** (*Shares*) are accurate and the Shares described therein constitute the entire issued share capital of the Company at the date hereof and all the Shares have been validly issued and are fully paid up.

7.16 Share certificates

There are no duplicate copies of the certificates in respect of the Shares or other certificates representing the Shares.

7.17 Repetition

Each of the representations and warranties in this Clause 7 are deemed to be made by the Chargor by reference to the facts and circumstances then existing at all times during the continuance of this Deed.

8. ENFORCEMENT

8.1 When enforceable

The security created by this Deed shall become enforceable immediately upon the occurrence of any of the following events:

8.1.1 the Chargor fails to pay any of the Secured Obligations; or

8.1.2 the Chargor (i) is dissolved; (ii) fails or is unable to pay its debts generally as they become due; (iii) commences a voluntary case in bankruptcy or any other proceedings for any other relief under any law affecting creditor's rights that is similar to a bankruptcy law; or (iv) consents to the commencement against it of an involuntary case in bankruptcy or similar proceedings,

following which the Chargee may enforce all or any part of such Charges (at the times, in the manner and on the terms it thinks fit) and take possession and hold or dispose of all or any part of the applicable Charged Assets; and (ii) whether or not it has appointed a Receiver, 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.

8.2 Power of sale

The statutory power of sale and of appointing a Receiver, and the other statutory powers conferred on mortgagees and chargees at law as varied and extended by this Deed, shall arise on the date of this Deed 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.

8.3 No requirement of notice period

The Chargee is not required to give any prior notice of non-payment or default to the Chargor before enforcing the applicable Charges, there is no minimum period for which Secured Obligations must remain due and unpaid before the relevant 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) does not apply to this Deed.

8.4 No liability as mortgagee in possession

Nothing done by or on behalf of the Chargee pursuant to this Deed shall render it liable to account as a mortgagee in possession for any sums other than actual receipts.

8.5 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 as wide and flexible a range of powers as may be conferred (or, if not expressly conferred, as is not restricted) by any applicable law.

9. APPOINTMENT AND RIGHTS OF RECEIVERS

9.1 Appointment of Receivers

If:

9.1.1 requested by the Chargor; or

9.1.2 any event which may result in the Security created by this Deed becoming enforceable pursuant to Clause 8.1 (*When enforceable*) (whether or not the Chargee has taken possession of the Charged Assets granted by the Chargor),

without any notice or further notice, the Chargee may, by deed, or otherwise in writing signed by any officer or manager of the Chargee or any person authorised for this purpose by the Chargee, appoint one or more persons to be a Receiver in respect of such Charged Assets. The Chargee may similarly remove any Receiver and appoint any person instead of any Receiver. If the Chargee appoints more than one person as Receiver, the Chargee may give those persons power to act either jointly or severally. The provisions of section 50 (*Power to appoint a receiver*) of the CPO (as varied and/or extended by this Deed) shall apply to any appointment made pursuant to this Deed.

9.2 Scope of appointment

Any Receiver may be appointed Receiver of all of the applicable Charged Assets or Receiver of a part of the applicable Charged Assets specified in the appointment. In the latter case, the rights conferred on a Receiver as set out in **Schedule 1** (*Rights of Receivers*) shall have effect as though every reference in that Schedule to any applicable Charged Assets were a reference to the part of those assets so specified or any part of those assets.

9.3 Rights of Receivers

Any Receiver appointed pursuant to this Clause 9 shall have the rights, powers, discretions, privileges and immunities conferred on receivers by the CPO (as varied and/or extended by this Deed), all powers (if any) conferred on receivers by law or otherwise and shall also have the powers and rights set out in Schedule 1 (*Rights of Receivers*), all of which powers and rights are exercisable without further notice. The Receiver shall in the exercise of the Receiver's powers, authorities and discretions conform to the directions and regulations from time to time given or made by the Chargee.

9.4 Agent of Chargor

Any Receiver shall be the agent of the Chargor for all purposes. The Chargor alone shall be responsible for the Receiver's contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by the Receiver.

9.5 Remuneration

The Chargee may determine the remuneration of any Receiver and direct payment of that remuneration out of moneys it receives. The Chargor shall be liable for the remuneration and all other costs, losses, liabilities and expenses of the Receiver in connection with the applicable Charged Assets.

10. CHARGEES RIGHTS

10.1 Same rights as Receiver

Any rights conferred by this Deed upon a Receiver may be exercisable by the Chargee after the relevant Charges become enforceable, whether or not the Chargee shall have taken possession or appointed a Receiver of the applicable Charged Assets.

10.2 Delegation

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 thinks fit.

10.3 Realisation

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

10.3.2 If the Chargee or any Receiver exercise(s) the rights conferred on it/them by this Deed, the same shall not be treated as an absolute appropriation of or foreclosure on the Charged Assets to the exclusion of the Chargor and in extinguishment of its interests therein, unless the Chargee or any Receiver shall otherwise notify the Chargor (whether before or after the relevant appropriation or foreclosure has been effected), in which latter event the Secured Obligations shall be reduced by an equivalent amount.

11. ORDER OF DISTRIBUTIONS

11.1 Application of proceeds

All amounts received or recovered by the Chargee or any Receiver or Delegate in exercise of their rights under this Deed shall, subject to the rights of any creditors having priority, be applied in the order provided in Clause 11.2 (*Order of distributions*).

11.2 Order of distributions

The order referred to in Clause 11.1 (*Application of proceeds*) is (subject to any claims having priority under mandatory provisions of the CPO and Clause 15.5 (*Appropriations*)):

- 11.2.1 in or towards the payment of all costs, losses, liabilities, expenses and remuneration of and incidental to the appointment of any Receiver or Delegate and the exercise of any of his rights, including his remuneration and all outgoings paid by him;
- 11.2.2 in or towards the payment of the Secured Obligations in such order as the Chargee thinks fit; and
- 11.2.3 in payment of any surplus to the Chargor or other person entitled to it.

12. LIABILITY OF CHARGE, RECEIVERS AND DELEGATES

12.1 Possession

If the Chargee, any Receiver or any Delegate takes possession of the Charged Assets, it or he may at any time relinquish possession. Without prejudice to Clause 12.2 (*Chargee's liability*), the Chargee shall not be liable as a mortgagee in possession by reason of viewing or repairing any of the present or future assets of the Chargor.

12.2 Chargee's liability

- 12.2.1 Neither the Chargee nor any 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 of the applicable Charged Assets or from any act, default, omission or misconduct of the Chargee, any Receiver, any Delegate or their respective officers, employees or agents in relation to the applicable Charged Assets or in connection with this Deed except to the extent caused by its or his own gross negligence or wilful misconduct.
- 12.2.2 Nothing in this Deed shall be construed as placing on the Chargee any liability whatsoever in respect of any calls, installments 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, installments or other payments relating to any of the applicable 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

The Chargor by way of security, irrevocably appoints the Chargee, every Receiver and every Delegate severally as its attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit:

- 13.1.1 to do anything which the Chargor is obliged to do (but has not done) under this Deed (including to execute charges over, transfers, conveyances, assignments and assurances of, and other deeds, instruments, notices, orders and directions relating to, the applicable Charged Assets); and

13.1.2 to exercise any of the rights conferred on the Chargee, any Receiver or any Delegate in relation to the applicable Charged Assets or under this Deed, the CPO, the Companies Ordinance or generally under Hong Kong law,

provided always that the Chargee agrees that none of the Chargee, any Receiver or Delegate will exercise any of its powers as attorney of the Chargor unless the Security created by this Deed becomes enforceable pursuant to Clause 8.1 (*When enforceable*), and that the Chargee, any Receiver or Delegate may only exercise any of its powers as attorney of the Chargor.

13.2 Ratification

The Chargor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted by it in Clause 13.1 (*Appointment*).

14. PROTECTION OF THIRD PARTIES

14.1 No duty to enquire

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

14.1.1 whether the power or rights conferred by or pursuant to this Deed are exercisable;

14.1.2 whether any consents, regulations, restrictions or directions relating to such rights have been obtained or complied with;

14.1.3 otherwise as to the propriety or regularity of acts purporting or intended to be in exercise of any such rights; or

14.1.4 as to the application of any money borrowed or raised.

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 Receiver or any Delegate.

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, release or arrangement made by the Chargee in whole or in part on the basis of any payment, security or other disposition (whether in

respect of the obligations of any person or any security for those obligations or otherwise) is avoided or reduced or must be restored as a result of insolvency, liquidation or any similar event, without limitation, then:

- 15.2.1 the liability of the Chargor and the relevant Charges shall continue or be reinstated as if the payment, discharge, release, arrangement, avoidance, reduction or restoration had not occurred; and
- 15.2.2 the Chargee shall be entitled to recover the value or amount of that security or payment from the Chargor, as if the payment, discharge, release, arrangement, avoidance, reduction or restoration had not occurred.

15.3 Waiver of defences

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

- 15.3.1 any time, waiver or consent granted to, or composition with, the Chargor or any other person;
- 15.3.2 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;
- 15.3.3 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;
- 15.3.4 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;
- 15.3.5 any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Transaction Document or any other document or Security;
- 15.3.6 any unenforceability, illegality or invalidity of any obligation of any person under any Transaction Document or any other document or Security;
- 15.3.7 any insolvency, bankruptcy, liquidation, winding-up, receivership or similar proceedings; or
- 15.3.8 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 (or any trustee or agent on its behalf) 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, the Chargee (or any trustee or agent on its behalf) may:

15.5.1 refrain from applying or enforcing any other moneys, security or rights held or received by the Chargee (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 sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same; and

15.5.2 hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Deed.

15.6 Deferral of the Chargor's rights

Until all the Secured Obligations have been irrevocably paid in full and unless the Chargee otherwise directs, the Chargor will not exercise any rights which it may have by reason of performance by it of its obligations under this Deed or by reason of any amount being payable or liability arising, under this Deed to be indemnified by any person.

15.7 Additional Security

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.

16. DISCHARGE OF SECURITY

16.1 Final redemption

16.1.1 Upon the Chargee being satisfied that all the Secured Obligations have been irrevocably paid in full, the Chargee shall, at the request and cost of the Chargor, promptly release, reassign or discharge (as appropriate) the applicable Charged Assets from the Charges.

16.1.2 For those Charged Assets which have been transferred and registered under the name of the Chargee or its nominee, the Chargee shall only be obliged to return the share certificate(s) then representing the Charged Assets not yet disposed of or realised by the Chargee pursuant to its powers under this Deed (but not the original share certificates originally delivered to the Chargee by the Chargor) with the instruments of transfer duly executed in favour of the Chargor or such other person as the Chargor may direct.

16.2 Consolidation

Any restrictions on the consolidation of Security shall be excluded to the fullest extent permitted by 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 Transaction expenses

The Chargor shall within three Business Days of demand pay the Chargee the amount of all costs, losses, liabilities and expenses (including legal fees which are subject to a maximum previously approved by the Chargor) reasonably incurred by it in connection with the negotiation, preparation and execution of this Deed and any other documents referred to in this Deed.

17.2 Amendment costs

If the Chargor requests an amendment, waiver or consent, the Chargor shall, within three Business Days of demand, reimburse the Chargee for the amount of all costs, losses, liabilities and expenses (including legal fees) incurred by the Chargee in responding to, evaluating, negotiating or complying with that request.

17.3 Enforcement costs

The Chargor shall, within three Business Days of demand, pay to the Chargee the amount of all costs, losses, liabilities and expenses (including legal fees) incurred by the Chargee, any Receiver or Delegate in relation to enforcement of this Deed (including the administration, protection, realisation, enforcement or preservation of any rights under or in connection with this Deed, or any consideration by the Chargee as to whether to realise or enforce the same, and/or any amendment, waiver, consent or release).

17.4 Stamp taxes

The Chargor shall pay and, within three Business Days of demand, indemnify the Chargee against any cost, loss or liability the Chargee incurs in relation to 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 valid and effective even if it contains no statement of the relevant Secured Obligations.

18.2 Subrogation

So long as any Charge remains outstanding:

18.2.1 any rights of the Chargor, by reason of the performance of any of its obligations under this Deed, the enforcement of any of the relevant 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 require; and

- 18.2.2 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 immediately paid to the Chargee.

19. OTHER INDEMNITIES

19.1 Currency indemnity

- 19.1.1 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:

- (a) making or filing a claim or proof against the Chargor; or
- (b) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

the Chargor shall as an independent obligation, within three Business Days of demand, indemnify the Chargee against any 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.

- 19.1.2 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.

19.2 Other indemnities

- 19.2.1 The Chargor shall within three Business Days of demand indemnify the Chargee, the Receiver and any Delegate against all losses, liabilities, damages, costs and expenses 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 which may be 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 applicable Charged Assets, including, without limitation, losses, liabilities, damages, costs and expenses (on a full indemnity basis) suffered or incurred in connection with:

- (a) the perfection, preservation, protection, enforcement, realisation or exercise, or attempted perfection, preservation, protection, enforcement, realisation or exercise, of any Security created, or any powers conferred, by this Deed or by law;
- (b) the exchange of any share certificate(s) or other documents of title in respect of the applicable Charged Assets of any denomination(s) for any share certificate(s) or other documents of title of other denomination(s);

- (c) any applicable Charged Assets being deemed not to be freely transferable or deliverable or to be defective,

and, for the avoidance of doubt, each of the indemnities in this Clause 19 shall survive discharge of the Secured Obligations.

19.2.2 The Chargee may retain, out of any money in the Chargee's hands, all sums necessary to effect the indemnities contained in this Clause 19 and all sums payable by the Chargor under this Clause 19 shall form part of the monies secured by this Deed.

20. RIGHTS, AMENDMENTS, WAIVERS AND DETERMINATIONS

20.1 Ambiguity

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

20.2 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 law.

20.3 Amendments and waivers

Any term of this Deed may be amended or waived only with the consent of the Chargee and the Chargor.

20.4 Determinations

Any determination by or certificate of the Chargee, any Receiver or Delegate under this Deed is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

21. 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.

22. SEPARATE AND INDEPENDENT OBLIGATIONS

The Security created by the Chargor by or in connection with this Deed is separate from and independent of the Security created or intended to be created by any other person by or in connection with any Transaction Document.

23. NOTICES

23.1 Communications in writing

Any communication to be made under or in connection with this Deed shall be made in writing and, unless otherwise stated, may be made by fax, email or letter.

23.2 Addresses

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is that identified under its name at the "DETAILS" page of this Deed, or any substitute address, fax number or department or officer as the Party may notify to the other by not less than five Business Days' notice.

23.3 Delivery

Any communication or document made or delivered to a Party under or in connection with this Deed will only be effective:

23.3.1 if by way of fax, when received in legible form; or

23.3.2 if by way of letter, when it has been left at the relevant address or five Business Days after being deposited in the post postage prepaid in an envelope addressed to it at that address; and

23.3.3 if sent by email:

- (a) when the sender receives an automated message confirming delivery; or
- (b) four hours after the time sent (as recorded on the device from which the sender sent the email) unless the sender receives an automated message that the email has not been delivered,

whichever happens first.

24. CONFIDENTIALITY

No Confidential Information received by any Party ("**Recipient**") or its representative from another Party(ies) ("**Information Provider**") to this Deed shall be disclosed to any person except:

- (a) to the Recipient's representatives requiring the information for the purposes of this Deed;
- (b) with the consent of the Information Provider(s); or
- (c) where such disclosure is required by law, the rules of a stock exchange or any regulatory authority (including a stock exchange).

25. TRANSFER

25.1 Assignment and transfer by the Chargor

The Chargor may not assign any of its rights or transfer any of its rights or obligations under this Deed.

25.2 Assignments and transfers by the Chargee

The Chargee may not assign any of its rights or transfer any of its rights or obligations under this Deed.

26. THIRD PARTY RIGHTS

26.1 A person who is not a party has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623), to enforce or to enjoy the benefit of any term of this Deed.

26.2 The consent of any person who is not a party is not required to rescind or vary this Deed at any time.

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

This Deed is governed by Hong Kong law.

29. JURISDICTION

29.1 Jurisdiction of Hong Kong courts

- (a) The courts of Hong Kong have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute regarding the existence, validity or termination of this Deed) (a “**Dispute**”).
- (b) The Parties agree that the courts of Hong Kong are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.

[29.2 Service of process

Without prejudice to any other mode of service allowed under any relevant law, the Chargor:

- (a) irrevocably appoints with its registered address at as its agent for service of process in relation to any proceedings before the Hong Kong courts in connection with this Deed; and
- (b) agrees that failure by a process agent to notify the Chargor of the process will not invalidate the proceedings concerned.]

SCHEDULE 1

RIGHTS OF RECEIVERS

Any Receiver appointed pursuant to Clause 9 (*Appointment and rights of Receivers*) (as agent for itself and 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 Receiver thinks fit, and either alone or jointly with any other person:

(a) Take possession

To take possession of, get in and collect the Charged Assets and for that purpose to take any legal proceedings and to hold, process and enjoy the Charged Assets, and to require payment to it of all Dividends including without limitation, to complete any instruments 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 share certificates and/or other documents of title relating to the Charged Assets, at the cost and risk of the Chargor;

(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 (which may be payable or delivered in one amount or by installments spread over a period or deferred);

(c) Borrow money

To borrow or raise money either unsecured or on the security of the Charged Assets (either in priority to the Charges or otherwise);

(d) 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;

(e) Claims

To settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor or relating to the Charged Assets;

(f) Legal actions

To bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Charged Assets or any business of the Chargor;

(g) 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;

(h) Spend money

In the exercise of any of the above powers, to spend such sums as it may think fit and the Chargor shall forthwith on demand repay to the Chargee or the Receiver (as the case may be) all sums so spent together with interest on those sums at such rates as the Chargee may from time to time determine from the time they are paid or incurred and until repayment those sums (together with such interest) shall be secured by the Charges; and

(i) Other powers

To do anything else it may think fit for the realisation of the Charged Assets or incidental to the exercise of any of the rights conferred on the Receiver under or by virtue of this Deed or any Transaction Document to which the Chargor is party, the CPO, the Companies Ordinance and other applicable statutory provisions and common law.

SCHEDULE 2

SHARES

Class of Share(s)	No. of Share(s)
Ordinary	[•] (representing the entire issued share capital of the Company)

SCHEDULE 3A
FORM OF INSTRUMENT OF TRANSFER

INSTRUMENT OF TRANSFER

[•]
(the "Company")

I/We _____
of _____
in consideration of the sum of _____
paid to me/us by (name in full) _____
of (full address) _____

(hereinafter called "**the said Transferee**") do hereby transfer to the said Transferee the
_____ share(s) numbered _____

standing in my/our name in the register of the Company to hold unto the said Transferee his/her/its
Executors, Administrators or Assigns, subject to the several conditions upon which I/we hold the same
at the time of execution hereof. And I/we, the said Transferee do hereby agree to take the said share(s)
subject to the same conditions.

Witness to our hands the _____ day of _____ .

Signed by the Transferor)	
)	
in the presence of the <i>witness</i> :)	
)	
Witness' full name _____)	
)	
Witness' address _____)	Signature: _____
)	
_____)	[•]
)	(Transferor)
_____)	
_____)	
Witness' signature _____)	

Signed by the Transferee)	
)	
in the presence of the <i>witness</i> :)	
)	
Witness' full name)	
_____)	
Witness' address)	Signature: _____
_____)	[•]
)	(Transferee)
_____)	
_____)	
Witness' signature)	
_____)	

SCHEDULE 3B
FORM OF BOUGHT AND SOLD NOTES

SOLD NOTE

Transferee : _____
Address : _____
Occupation : _____

Name of company in which the share(s) to be transferred -

[•]

Number of share(s) : _____
Consideration received : _____

(Transferor) _____
[•]

Dated

BOUGHT NOTE

Transferor : [•] _____
Address : _____
Occupation : _____

Name of company in which the share(s) to be transferred -

[•]

Number of share(s) : _____
Consideration paid : _____

(Transferee) _____
[Name of Transferee]

Dated

SCHEDULE 3C
FORM OF PROXY

Date:

We, [•], hereby irrevocably appoint any director or officer for the time being of [•] as our:

1. proxy to attend and vote at meetings of shareholders of [•] (the "**Company**") in respect of the shares of the Company charged pursuant to the share charge dated _____ between [•] and [•] which may have been or may from time to time be issued and/or registered under our name (the "**Shares**"); and
2. duly authorized representative and duly appointed attorney-in-fact to sign resolutions in writing of the Company in respect of any Shares.

This proxy and this power and attorney are irrevocable by reason of being coupled with the interest of [•] of the Shares.

EXECUTED and DELIVERED
as a Deed by
[•]

)
)
)

Name:
Title: Director

SCHEDULE 4A

FORM OF LETTER OF AUTHORITY

Date:

[•]

[address]

Dear Sirs

[•] (the "Company")

We irrevocably authorise you or any of your officers to complete, date and the put into effect:

- (1) the attached instrument of transfer signed by us;
- (2) the attached sold note signed by us;
- (3) the attached proxy form signed by us,

in accordance with the provisions of the share charge relating to the Company dated [•].

We confirm that you may delegate the authority conferred by this letter to any of your successors and assigns as chargee in relation to the mortgage and charge granted or to be granted over shares in the Company.

Yours faithfully,

EXECUTED and DELIVERED

as a Deed by

[•]

)
)
)

Name:

Title: Director

SCHEDULE 4B

FORM OF LETTER OF AUTHORITY AND UNDERTAKING

Date:

[•]

[address]

Dear Sirs,

Share Charge (the "Deed") dated
chargor and [•] as chargee

and entered into among [•] as

I irrevocably authorise you or any of your officers to complete, date and put into effect the attached resolution signed by me, * in accordance with the provisions of the share charge relating to the Company dated [•] (the "**Share Charge**").

I irrevocably undertake to vote in favour of any resolution approving that any Shares of the Company (as defined in the Share Charge) be registered in your name or in the name of your nominees and, after the security constituted by the Share Charge has become enforceable, in the name of any purchaser of those shares or its nominee. *

I confirm that you may delegate the authority conferred by this letter to any of your successors and assigns as chargee in relation to the charge granted or to be granted over shares in the Company.

Yours faithfully,

EXECUTED and DELIVERED

as a Deed by

[•]

)

)

)

Name: [•]

Title: [•]

* Not applicable for the Secretary of the Company

SCHEDULE 5
FORM OF RESOLUTIONS

[•]
(the “Company”)

**RESOLUTIONS OF THE DIRECTORS OF THE COMPANY IN ACCORDANCE WITH ARTICLE [•] OF THE
COMPANY’S ARTICLES OF ASSOCIATION**

RESOLVED:

1. that the Directors hereby approve the transfer of [number] of shares of the Company held by [•] to [•];
2. that each of the following persons nominated by _____ be appointed
Directors of the Company with immediate effect:
 - [Name of Nominee 1]
 - [Name of Nominee 2]
 - [Name of Nominee 3]
3. that the Directors be authorised to execute all necessary documents and do all acts and things required to give effect to the above resolutions.

Dated:

SIGNING PAGE

In witness whereof this Deed has been executed and delivered as a deed on the date stated at the beginning.

THE CHARGOR

EXECUTED and DELIVERED

AS A DEED on behalf of

[•] by

[•] and [•]

in the presence of

.....
Signature of witness

.....
Name of witness (block letters)

.....
Address of witness

.....
By executing this Deed, the signatory
warrants that the signatory is duly authorised
to execute this Deed on behalf of
[•]

THE CHARGE

EXECUTED and DELIVERED

AS A DEED on behalf of

[•] by

[•] and [•]

in the presence of

Signature of witness

Name of witness (block letters)

Address of witness

By executing this Deed, the signatory warrants that the signatory is duly authorised to execute this Deed on behalf of [•]

SCHEDULE 3
INVESTMENT GUIDELINES

INVESTMENT GUIDELINES

The proposed investments would include private equity and private debt investment opportunities in global markets, with particular focus in Asia. The YF Capital investment team would leverage on their extensive industry networks and capital base to identify opportunities in high-growth areas, focusing on new economy including hard tech, business services, green energy, modern agriculture, biotech and consumptions sectors. The team may also consider investing in private credit investment opportunities with downside protection and alternative funds focused on compounding capital at high absolute rates of return while avoiding the risk of permanent loss.

The investment objective is to generate superior, long-term capital appreciation and/or interest income through a variety of investment techniques, including the acquisition of early-stage, growth and control-oriented equity interests and provision of loans to selected private companies with strong free cash flow characteristics or sufficient collateral. The opportunities sourced will be subject to thorough due diligence process supported by YF Capital's in-house investment experience, research capabilities, industry knowledge and external due diligence support where it deems appropriate.

Investment targets for private investments would generally be selected with the following characteristics:-

- Industry Leaders: Invest in industry leaders with high growth potential at a reasonable valuation
- Business model: differentiated business model, technologies, products, competitive positioning in respective sectors
- Experienced Team: Select the best teams in the industry and provide them with resources to generate growth
- Synergy: Leveraging existing industry connections to create synergy and improve investment return
- Value Creation: Create value by providing financial and human capital, strategic insights and industry experience; leverage on YF network & portfolio ecosystem

General investment criteria are set out as below:

Geographical Focus:	Primarily in Asia; other geographical areas may be considered.
Sector Focus:	New economy including hard tech, business services, green energy, modern agriculture, biotech and consumptions sectors; For private debt investment, it may include companies backed by real assets (including but not limited to infrastructure, real estate or other asset-heavy industry)
Instruments:	i) Primarily in private investment in equity interests, debt facilities or convertible debt instruments; ii) public equity investments that are made with a view to a contemplated privately negotiated transaction (including

purchases of securities subsequent to a privately negotiated transaction in the same company) or result in substantial influence over the management or policy of the related company (including by holding a position on the board of directors, creditors' committee or similar body);
 iii) derivatives/ short selling may only be used for hedging purposes;
 iv) selectively invest in investment funds that fits the above investment objective.

Investment Restrictions

- Single Investment Limit: No more than 5% aggregated exposure of the Facility shall be allocated to a single investment or counterparty
- Investment Holding Limit: Single investment shall not exceed 10% interest of the following, after adopting the look-through approach
- (i) For newly established funds: Target fund size; or Total capital Commitments
 - (ii) For existing funds: Net asset value; or AUM
 - (iii) For equity investments: Issued share capital of the targeted company
- Annual Investment Limit: not more than 40% of the facility amount shall be drawn in any single annual period during the drawdown period

Investment Report

- Drawdown Notice: a drawdown notice should be provided to the Lender in advance with the following information:-
- i) Use of proceeds, drawdown amount, and expected drawdown date;
 - ii) For investment related drawdown, a brief description of the target company (including the identity, nature and business (including summary of financial information) of such investment), investment structure and instrument, and manager's investment thesis;
 - iii) Compliance certificate specifying that the drawdown is in full compliance of the Investment Restrictions and any other requirements as required in the Facility Agreement
- Investment Report: within 60 days after the end of each first three fiscal quarter and within 120 days after the fiscal year end, YF Capital shall provide an investment report with a schedule and

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summary description of each investment, including the latest valuation of each investment. A compliance certificate should also be provided.

Auditor's Report:

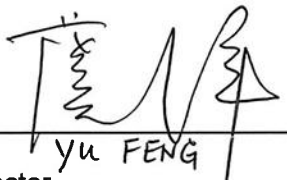
Annual report of the Borrower shall be provided to the Lender (including the above information in the investment report) within 120 days after the fiscal year end (December 31)

This Agreement has been entered into and executed on the date stated at the beginning of this Agreement.

The Borrower


NEW ALTERNATIVE LIMITED

By:



Name: YU FENG
Title: Director

In the presence of:



Signature of Witness
Name: LAM CHOR LAI CELIA
Title: SOLICITOR

The Guarantor

YUNFENG CAPITAL LIMITED

By:



Name: HUANG XIN
Title: Authorised Signatory

In the presence of:



Signature of Witness
Name: CHEN YIJIE
Title:

The Lender

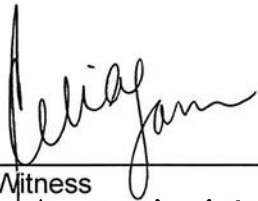
YF LIFE INSURANCE INTERNATIONAL LIMITED

By:



Name: CHAN MAN KO
Title: Director

In the presence of:



Signature of Witness
Name: LAM CHOR LAI CELIA
Title: SOLICITOR