

HKD103,000,000
Facility Agreement

Dated 13 February 2026

for

HORN KING LIMITED (亨景有限公司)

with

X8 FINANCE LIMITED
acting as Agent and Security Agent

CONTENTS

CLAUSE		PAGE
SECTION 1		
INTERPRETATION		
1.	Definitions and interpretation.....	1
SECTION 2		
THE FACILITY		
2.	The Facility.....	20
3.	Purpose.....	21
4.	Conditions of Utilisation	21
SECTION 3		
UTILISATION		
5.	Utilisation	23
SECTION 4		
REPAYMENT, PREPAYMENT AND CANCELLATION		
6.	Repayment.....	24
7.	Prepayment and cancellation	24
SECTION 5		
COSTS OF UTILISATION		
8.	Interest	26
9.	Interest Periods.....	26
10.	Break Costs	27
11.	[Intentionally left blank]	27
SECTION 6		
ADDITIONAL PAYMENT OBLIGATIONS		
12.	Tax gross-up and indemnities.....	28
13.	Increased Costs.....	31
14.	Other indemnities.....	32
15.	Mitigation by the Lenders	34
16.	Costs and expenses	35
SECTION 7		
GUARANTEE		
17.	Guarantee and indemnity	36
SECTION 8		
REPRESENTATIONS, UNDERTAKINGS AND EVENTS OF DEFAULT		
18.	Representations.....	39
19.	Information undertakings	48
20.	Financial covenants	51
21.	General undertakings	52
22.	Property Undertakings.....	63
23.	Events of Default	69
SECTION 9		
CHANGES TO PARTIES		
24.	Changes to the Lenders	75
25.	Restriction on Debt Purchase Transactions	79

26.	Changes to the Obligors	80
-----	-------------------------------	----

SECTION 10

THE FINANCE PARTIES

27.	Role of the Agent and the Security Agent	81
28.	Application of Proceeds	94
29.	Conduct of business by the Finance Parties	96
30.	Sharing among the Finance Parties	96

SECTION 11

ADMINISTRATION

31.	Payment mechanics	98
32.	Set-off	100
33.	Notices	100
34.	Calculations and certificates	102
35.	Partial invalidity	103
36.	Remedies and waivers	103
37.	Amendments and waivers	103
38.	Confidential information	104
39.	Counterparts	108

SECTION 12

GOVERNING LAW AND ENFORCEMENT

40.	Governing law	109
41.	Enforcement	109
42.	Waiver of immunity	109

THE SCHEDULES

SCHEDULE	PAGE
SCHEDULE 1 The Guarantors	111
SCHEDULE 2 Conditions Precedent	112
SCHEDULE 3 Utilisation Request	116
SCHEDULE 4 Form of Transfer Certificate	117
SCHEDULE 5 Form of Assignment Agreement	120
SCHEDULE 6 Form of Compliance Certificate	123
SCHEDULE 7 Timetables	124
SCHEDULE 8 Forms of Notifiable Debt Purchase Transaction Notice	127

THIS AGREEMENT is dated 13 February 2026 and made between:

- (1) **HORN KING LIMITED** 亨景有限公司, a company incorporated under the laws of Hong Kong with limited liability and with business registration number 31148421 and with registered office at Room 1908, 19/F., Crawford House, 70 Queen's Road Central, Hong Kong, as borrower (the "**Borrower**");
- (2) **THE PERSONS** listed in Schedule 1 (*The Guarantors*) as personal guarantors (the "**Guarantors**");
- (3) **X8 FINANCE LIMITED**, a company incorporated under the laws of Hong Kong with limited liability and with business registration number 66118675 as lender (the "**Original Lender**"); and
- (4) **X8 FINANCE LIMITED**, a company incorporated under the laws of Hong Kong with limited liability and with business registration number 66118675 as agent of the Finance Parties (other than itself) (the "**Agent**") and as security trustee for the Secured Parties (the "**Security Agent**").

IT IS AGREED as follows:

SECTION 1 INTERPRETATION

1. Definitions and interpretation

1.1 Definitions

In this Agreement:

"**Affiliate**" means:

- (a) in relation to any individual:
 - (i) the spouse or a relative, or the spouse of a relative, of that individual;
 - (ii) a person with whom that individual is in partnership or the spouse or a relative of a person with whom that individual is in partnership;
 - (iii) any person in his capacity as trustee of a trust provided that the beneficiaries of such trust include, or the terms of such trust confer a power that may be exercised for the benefit of, that individual or an Affiliate of that individual;
 - (iv) a company, corporation or other legal entity over whom that individual has control of or that individual and his Affiliates together have control of; or
 - (v) a fund which is managed or advised by any person described in paragraphs (i) to (iv) above,

and, for the purpose of this paragraph (a), a person is a "**relative**" of an individual, if he or she is that individual's father, mother, brother, sister, uncle, aunt, nephew, niece, lineal ancestor or lineal descendant (in each case, whether natural or adopted); and

- (b) in relation to any person (other than an individual), a Subsidiary of that person or a Holding Company of that person or any other Subsidiary of that Holding Company.

"Anti-Bribery and Anti-Corruption Laws" means the US Foreign Corrupt Practices Act of 1977, the United Kingdom Bribery Act of 2010 and any other applicable anti-bribery or anti-corruption laws in other jurisdictions.

"Anti-Money Laundering Laws" means all applicable financial recordkeeping and reporting requirements, and the applicable anti-money laundering statutes of jurisdictions (including US Currency and Foreign Transactions Reporting Act of 1970 (as amended), the Money Laundering Control Act of 1986, Public Law 99-570, the Currency and Foreign Transactions Reporting Act, 31 U.S.C. §§ 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq., the Trading with the Enemy Act, 50 U.S.C. App. §§ 1 et seq., the US United Nations Participation Act, the US Syria Accountability and Lebanese Sovereignty Act, the US Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, the Iran Sanctions Act, Section 1245 of the National Defense Authorization Act of 2012, any other regulation issued under authority of any Executive Order or administered by Office of Foreign Assets Control of the US Department of the Treasury, the Prevention of Terrorism Act 2005 of the United Kingdom, any sanction implemented or effective in the United Kingdom under the United Nations Act 1946 or the Emergency Laws (Re-enactments and Repeals) Act 1964 or the Anti-Terrorism, Crime and Security Act 2001 of the United Kingdom or under the Treaty establishing the European Community, the United Nations (Anti-Terrorism Measures) Regulations) where any Obligor or any of their Subsidiaries conducts business and/or where they are incorporated, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, which in each case are:

- (a) issued, administered or enforced by any Governmental Agency having jurisdiction over the Obligors or any of their Subsidiaries (or any of its officers, directors, employees, shareholders or agents); or
- (b) otherwise issued, administered or enforced in:
 - (i) any of the jurisdictions in which any Obligor or any of their Subsidiaries are incorporated or domiciled (as the case may be); and/or
 - (ii) any jurisdiction in which an Obligor or any of its Subsidiaries (or any of its officers, directors, employees shareholders or agents) conducts business.

"Anti-Terrorism Laws" means any law or regulation of any jurisdiction relating to terrorism (including the US Executive Order No. 13224 on Terrorist Financing (which came into effect on 24 September 2001) and the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001, Public Law 107-56 of the US, US Currency and Foreign Transactions Reporting Act of 1970 (as amended), the Money Laundering Control Act of 1986, Public Law 99-570, the Currency and Foreign Transactions Reporting Act, 31 U.S.C. §§ 5311-5330 and 12 U.S.C. §§ 1818(s), 1820(b) and 1951-1959, the International Emergency Economic Powers Act, 50 U.S.C. §§ 1701 et seq., the Trading with the Enemy Act, 50 U.S.C. App. §§ 1 et seq., the US United Nations Participation Act, the US Syria Accountability and Lebanese Sovereignty Act, the US Comprehensive Iran Sanctions, Accountability, and Divestment Act of 2010, the Iran Sanctions Act, Section 1245 of the National Defense Authorization Act of 2012, any other regulation issued under authority of any Executive Order or administered by Office

of Foreign Assets Control of the US Department of the Treasury, the Prevention of Terrorism Act 2005 of the United Kingdom, any sanction implemented or effective in the United Kingdom under the United Nations Act 1946 or the Emergency Laws (Re-enactments and Repeals) Act 1964 or the Anti-Terrorism, Crime and Security Act 2001 of the United Kingdom or under the Treaty establishing the European Community, the United Nations (Anti-Terrorism Measures) Regulations) which in each case are:

- (a) issued, administered or enforced by any Governmental Agency having jurisdiction over any Obligor or any of its Subsidiaries (or any of its officers, directors, employees, shareholders or agents); or
- (b) otherwise issued, administered or enforced in:
 - (i) any of the jurisdictions in which any Obligor or any of its Subsidiaries are incorporated or domiciled (as the case may be); and/or
 - (ii) any jurisdiction in which any Obligor or any of its Subsidiaries (or any of its officers, directors, employees, shareholders or agents) conducts business.

"APLMA" means the Asia Pacific Loan Market Association Limited.

"Assignment Agreement" means an agreement substantially in the form set out in Schedule 5 (*Form of Assignment Agreement*) or any other form agreed between the relevant assignor and assignee.

"Authorisation" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration.

"Availability Period" means the period from and including the date of this Agreement to and including the date falling one Business Day after the date of this Agreement (or such later date as the Agent (acting on the instructions of all the Lenders) may agree).

"Available Commitment" means a Lender's Commitment minus:

- (a) the amount of its participation in the outstanding Loan; and
- (b) in relation to any proposed Utilisation, the amount of its participation in the Loan that are due to be made on or before the proposed Utilisation Date.

"Available Facility" means the aggregate for the time being of each Lender's Available Commitment.

"Borrower Portofino Property" means Flat 5D, 5/F., Portofino Villas, 88 Pak To Avenue and Car Parking Spaces No.6 & No.7 at the Basement under Club House, The Portofino, Clear Water Bay, Sai Kung, Hong Kong.

"Break Costs" means all costs, expenses, losses and liabilities incurred or suffered by a Finance Party in relation to any repayment, prepayment, receipt or recovery of the Loan or any Unpaid Sum or any part thereof made under or in connection with any Finance Document on a date other than the Termination Date or any cancellation of any Commitment of such Finance Party, including costs, expenses, losses and liabilities relating to:

- (a) any repayment, prepayment or redeployment of any funds borrowed or contracted or termination of any commitments entered into by that Finance Party for funding or maintaining any participation in the Loan or any Unpaid Sum or any part thereof or any Commitment or any part thereof; or
- (b) any amendment, extension, modification, variation, breakage, liquidation, termination or establishment or re-establishment of all or part of any hedge, swap, interest makeup, interest stabilisation or other arrangement (including any related trading positions) entered or to be entered into by that Finance Party in connection with the Facility or any part thereof.

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

"Code" means the US Internal Revenue Code of 1986.

"Commitment" means:

- (a) in relation to the Original Lender, HKD103,000,000 and the amount of any other Commitment transferred to it under this Agreement; and
- (b) in relation to any other Lender, the amount of any Commitment transferred to it under this Agreement,

to the extent not cancelled, reduced or transferred by it under this Agreement.

"Companies Ordinance" means the Companies Ordinance (Cap. 622 of the Laws of Hong Kong).

"Compliance Certificate" means a certificate substantially in the form set out in Schedule 6 (*Form of Compliance Certificate*).

"Confidential Information" means all information relating to any Obligor, the Finance Documents or the Facility of which a Finance Party becomes aware in its capacity as, or for the purpose of becoming, a Finance Party or which is received by a Finance Party in relation to, or for the purpose of becoming a Finance Party under, the Finance Documents or the Facility from either:

- (a) any Obligor or any of its advisers; or
- (b) another Finance Party, if the information was obtained by that Finance Party directly or indirectly from any Obligor or any of its advisers,

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:

- (i) is or becomes public information other than as a direct or indirect result of any breach by that Finance Party of Clause 38 (*Confidential information*); or
- (ii) is identified in writing at the time of delivery as non-confidential by any Obligor or any of its advisers; or
- (iii) is known by that Finance Party before the date the information is disclosed to it in accordance with paragraph (a) or (b) above or is lawfully obtained by that Finance Party after that date, from a source which is, as far as that Finance Party is aware,

unconnected with any Obligor and which, in either case, as far as that Finance Party is aware, has not been obtained in breach of, and is not otherwise subject to, any obligation of confidentiality.

"Confidentiality Undertaking" means a confidentiality undertaking substantially in a recommended form of the APLMA or in any other form agreed between the Obligors' Agent and the Agent.

"Debt Purchase Transaction" means, in relation to a person, a transaction where such person:

- (a) purchases by way of assignment or transfer;
- (b) enters into any sub-participation in respect of; or
- (c) enters into any other agreement or arrangement having an economic effect substantially similar to a sub-participation in respect of,

any Commitment or amount outstanding under this Agreement.

"Deed of Release (Existing Facility A)" means the deed of release entered or to be entered into between the Existing Facility A Lender and the Obligors in respect of, among other things, the release of Security granted under the Existing Facility A Mortgage.

"Deed of Release (Existing Facility B)" means the deed of release entered or to be entered into between the Existing Facility B Lender and the Guarantors in respect of, among other things, the release of Security granted under the Existing Facility B Mortgage and the Existing Facility B Rental Assignment.

"Default" means an Event of Default or any event or circumstance specified in Clause 23 (*Events of Default*) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

"Delegate" means any delegate, agent, attorney or co-trustee appointed by the Security Agent.

"Disposal Proceeds" means the gross disposal proceeds derived from the disposal of all or any part of a Property in accordance with paragraph (e) of Clause 21.4 (*Disposals*) less an amount determined by the Agent (acting in accordance with the instructions of the Majority Lenders) as the reasonable costs and expenses associated with that disposal.

"Disruption Event" means either or both of:

- (a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Facility (or otherwise in order for the transactions contemplated by the Finance Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; or
- (b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a Party preventing that, or any other Party:
 - (i) from performing its payment obligations under the Finance Documents; or

- (ii) from communicating with other Parties in accordance with the terms of the Finance Documents,

and which (in either such case) is not caused by, and is beyond the control of, the Party whose operations are disrupted.

"Environment" means humans, animals, plants and all other living organisms including the ecological systems of which they form part and the following media:

- (a) air (including, without limitation, air within natural or man-made structures, whether above or below ground);
- (b) water (including, without limitation, territorial, coastal and inland waters, water under or within land and water in drains and sewers); and
- (c) land (including, without limitation, land under water).

"Environmental Claim" means any claim, proceeding, formal notice or investigation by any person in respect of any Environmental Law.

"Environmental Law" means any applicable law or regulation which relates to:

- (a) the pollution or protection of the Environment;
- (b) the conditions of the workplace; or
- (c) the generation, handling, storage, use, release or spillage of any substance which, alone or in combination with any other, is capable of causing harm to the Environment, including, without limitation, any waste.

"Environmental Permits" means any permit and other Authorisation and the filing of any notification, report or assessment required under any Environmental Law for the operation of the business of any Obligor conducted on or from the properties owned or used by any Obligor.

"Event of Default" means any event or circumstance specified as such in Clause 23 (*Events of Default*).

"Existing Facility" means either Existing Facility A or Existing Facility B, and **"Existing Facilities"** means both of them.

"Existing Facility A" means the up to HKD57,000,000 loan facility made available by the Existing Facility A Lender to the Obligors as borrowers pursuant to the Existing Facility A Facility Agreement and the Existing Facility A Facility Letter.

"Existing Facility A Facility Agreement" means the facility agreement dated 7 July 2025 entered into between the Obligors as borrowers and the Existing Facility A Lender as lender.

"Existing Facility A Facility Letter" means the facility letter dated 7 July 2025 entered into between, among others, the Obligors as borrowers and the Existing Facility A Lender as lender.

"Existing Facility A Finance Document" means:

- (a) the Existing Facility A Facility Agreement;
- (b) the Existing Facility A Facility Letter; or

(c) the Existing Facility A Mortgage,

and "**Existing Facility A Finance Documents**" means all of them.

"**Existing Facility A Lender**" means X8 Finance Limited.

"**Existing Facility A Mortgage**" means the legal charge and mortgage dated 17 January 2024 executed by the Borrower as mortgagor and the Obligors as co-borrowers in favour of the Existing Facility A Lender and registered in the Hong Kong Land Registry by Memorial No. 24012600780038.

"**Existing Facility B**" means the up to HKD25,000,000 loan facility made available by the Existing Facility B Lender to HSP and HSW as borrowers pursuant to the Existing Facility B Facility Agreement.

"**Existing Facility B Facility Agreement**" means the facility agreement dated 10 March 2025 entered into between HSP and HSW as borrowers, HSP as mortgagor and the Existing Facility B Lender as lender.

"**Existing Facility B Finance Document**" means:

(a) the Existing Facility B Facility Agreement;

(b) the Existing Facility B Mortgage; or

(c) the Existing Facility B Rental Assignment,

and "**Existing Facility B Finance Documents**" means all of them.

"**Existing Facility B Lender**" means Springwaters Finance Limited (泓瑞源財務有限公司).

"**Existing Facility B Mortgage**" means the mortgage dated 10 March 2025 executed by HSP as mortgagor and HSP and HSW as borrowers in favour of the Existing Facility B Lender and registered in the Hong Kong Land Registry by Memorial No. 25031300850030.

"**Existing Facility B Rental Assignment**" means the rental assignment dated 10 March 2025 executed by HSP as assignor in favour of the Existing Facility B Lender and registered in the Hong Kong Land Registry by Memorial No. 25031300850048.

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

"**Facility Office**" means the office or offices notified by a Lender to the Agent in writing on or before the date it becomes a Lender (or, following that date, by not less than five Business Days' written notice) as the office or offices through which it will perform its obligations under this Agreement.

"**FATCA**" means:

(a) sections 1471 to 1474 of the Code or any associated regulations;

(b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or

- (c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraph (a) or (b) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

"FATCA Application Date" means:

- (a) in relation to a "withholdable payment" described in section 1473(1)(A)(i) of the Code (which relates to payments of interest and certain other payments from sources within the US), 1 July 2014; or
- (b) in relation to a "passthru payment" described in section 1471(d)(7) of the Code not falling within paragraph (a) above, the first date from which such payment may become subject to a deduction or withholding required by FATCA.

"FATCA Deduction" means a deduction or withholding from a payment under a Finance Document required by FATCA.

"FATCA Exempt Party" means a Party that is entitled to receive payments free from any FATCA Deduction.

"FATCA FFI" means a foreign financial institution as defined in section 1471(d)(4) of the Code which, if any Finance Party is not a FATCA Exempt Party, could be required to make a FATCA Deduction.

"Finance Document" means:

- (a) this Agreement;
- (b) any Security Agreement;
- (c) any Utilisation Request; or
- (d) any other document designated as such by the Agent and the Borrower.

"Finance Party" means the Agent, the Security Agent or a Lender.

"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 GAAP, be treated as a balance sheet liability (other than any liability in respect of a lease or hire purchase contract which would, in accordance with GAAP in force prior to 1 January 2019, have been treated as an operating 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) of a type not referred to in any other paragraph of this definition 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 (or, if any actual amount is due as a result of the termination or close-out of that derivative transaction, that amount) shall be taken into account);
- (h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and
- (i) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) above.

"**GAAP**" means generally accepted accounting principles in Hong Kong, including IFRS.

"**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).

"**Government Lease**" means, in respect of a Property, the government lease(s) or condition(s) under which that Property is held from the Government of Hong Kong including any renewal, variation or modification thereof as approved by the Agent.

"**Half Yearly Date**" means the last day of each six-Month period from the Utilisation Date.

"**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 People's Republic of China.

"**HSP**" has the meaning given to it in Schedule 1 (*The Guarantors*).

"**HSW**" has the meaning given to it in Schedule 1 (*The Guarantors*).

"**IFRS**" means international accounting standards within the meaning of the IAS Regulation 1606/2002 to the extent applicable to the relevant financial statements.

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

"**Initial Valuation**" means the Valuation of a Property supplied to the Agent as a condition precedent under this Agreement on or before the Utilisation Date.

"**Insurance and Compensation Proceeds**" means (without duplication):

- (a) the proceeds of any claim under any Insurance received or recovered by (or paid to the order of) any Obligor, after deducting any reasonable fees, costs and expenses in relation to that claim which are incurred by that Obligor to persons who are not Obligors and any Tax incurred and payable by that Obligor in connection with that claim; and

- (b) the proceeds of all compensation and/or damages for the compulsory purchase of, or any blight or disturbance affecting, the Properties or any part thereof, which proceeds are received or recovered by (or paid to the order of) any Obligor.

"Insurances" means any contract of insurance required under Clause 22.8 (*Insurances*).

"Interest Payment Date" means the first day of each Interest Period.

"Interest Period" means, in relation to the Loan, each period determined in accordance with Clause 9 (*Interest Periods*) and, in relation to an Unpaid Sum, each period determined in accordance with Clause 8.3 (*Default interest*).

"Interest Period End Date" means the last day of each Interest Period.

"Interest Rate" means:

- (a) from the Utilisation Date to (but excluding) the day falling six Months after the Utilisation Date, 27.04 per cent. per annum; and
- (b) from (and including) the day falling six Months after the Utilisation Date to the Termination Date, 21.68 per cent. per annum.

"Lease Agreement" means an agreement to grant a lease for all or any part of a Property in relation to any right to use or occupation of all or any part of a Property.

"Legal Reservations" means:

- (a) the principle that equitable remedies may be granted or refused at the discretion of a court and the limitation of enforcement by laws relating to insolvency, reorganisation and other laws generally affecting the rights of creditors;
- (b) the time barring of claims under the Limitation Ordinance (Cap. 347 of the Laws of Hong Kong), the possibility that an undertaking to assume liability for or indemnify a person against non-payment of stamp duty may be void and defences of set-off or counterclaim;
- (c) the limitation of the enforcement of the terms of leases of real property by laws of general application to those leases;
- (d) similar principles, rights and remedies under the laws of any Relevant Jurisdiction; and
- (e) any other matters which are set out as qualifications or reservations as to matters of law of general application in any legal opinions supplied to the Agent as a condition precedent under this Agreement on or before the Utilisation Date.

"Lender" means:

- (a) the Original Lender; and
- (b) any other person which has become a Lender in accordance with Clause 24 (*Changes to the Lenders*),

which in each case has not ceased to be a Party as such in accordance with the terms of this Agreement.

"**Loan**" means the loan made or to be made under the Facility or the principal amount outstanding for the time being of the loan.

"**Loan 2 Borrowers**" means United Treasure (Hong Kong) Limited and HSW in their capacity as borrowers under the Loan 2 Facility Documents.

"**Loan 2 Lender**" means X8 Finance Limited in its capacity as lender under the Loan 2 Facility Documents.

"**Loan 2 Facility Documents**" means:

- (a) the facility agreement dated 7 July 2025 entered into between the Loan 2 Borrowers as borrowers and the Loan 2 Lender as lender; and
- (b) the facility letter dated 7 July 2025 entered into between, among others, the Loan 2 Borrowers as borrowers and the Loan 2 Lender as lender.

"**LTV Ratio**" has the meaning given to it in Clause 20.1 (*Definitions*).

"**Majority Lenders**" means a Lender or Lenders whose Commitments aggregate more than 50 per cent. of the Total Commitments or, if the Total Commitments have been reduced to zero, aggregated more than 50 per cent. of the Total Commitments immediately prior to the reduction.

"**Material Adverse Effect**" means a material adverse effect on:

- (a) the business, operations, property or condition (financial or otherwise) of an Obligor; or
- (b) the ability of an Obligor to perform its obligations under the Finance Documents; or
- (c) the validity or enforceability of, or the effectiveness or ranking of any Security granted or purported to be granted pursuant to any of, the Finance Documents; or
- (d) the rights or remedies of any Finance Party under any of the Finance Documents.

"**Month**" means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:

- (a) (subject to paragraph (c) below) if the numerically corresponding day is not a Business Day:
 - (i) for the purposes of determining the Termination Date, that period shall end on the immediately preceding Business Day; and
 - (ii) for all other purposes, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day;
- (b) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month; and
- (c) if an Interest Period begins on the last Business Day of a calendar month, that Interest Period shall end on the last Business Day in the calendar month in which that Interest Period is to end.

The above rules will only apply to the last Month of any period.

"**New Lender**" has the meaning given to that term in Clause 24.1 (*Assignments and transfers by the Lenders*).

"**Obligor**" means:

- (a) the Borrower; or
- (b) any Guarantor,

and "**Obligors**" means all of them.

"**Obligors' Agent**" means the Borrower, appointed to act on behalf of each Obligor in relation to the Finance Documents pursuant to Clause 2.3 (*Obligors' Agent*).

"**Original Financial Statements**" means the first set of financial statements to be delivered by the Borrower in accordance with Clause 19.1 (*Financial statements*).

"**Original Jurisdiction**" means the jurisdiction under whose laws the Borrower is incorporated as at the date of this Agreement.

"**Party**" means a party to this Agreement.

"**Pay-off Letter (Existing Facility A)**" means a pay-off letter, among others, from the Obligors, the Agent and the Security Agent to the Existing Facility A Lender in relation to the repayment of the Existing Facility A and the discharge of the security under the Existing Facility A Mortgage.

"**Pay-off Letter (Existing Facility B)**" means a pay-off letter from the Guarantors, the Agent and the Security Agent to the Existing Facility B Lender in relation to the repayment of the Existing Facility B and the discharge of the security under the Existing Facility B Mortgage and the Existing Facility B Rental Assignment.

"**Pay-off Time (Existing Facility A)**" means the time at which the Existing Facility A has been repaid, prepaid or discharged in full.

"**Pay-off Time (Existing Facility B)**" means the time at which the Existing Facility B has been repaid, prepaid or discharged in full.

"**Plantation Road Property A**" means the entire first floor of No. 23 Plantation Road, Hong Kong.

"**Plantation Road Property B**" means the entire second floor and the portion of the garage space "B" on the ground floor of No. 23 Plantation Road, Hong Kong.

"**Plantation Road Property**" means Plantation Road Property A or Plantation Road Property B, and "**Plantation Road Properties**" means both of them.

"**Portofino Property**" means Block 96, The Portofino, Pak To Avenue, Clear Water Bay, Sai Kung, Hong Kong.

"**Property**" means any of:

- (a) the Plantation Road Property A;
- (b) the Plantation Road Property B; or
- (c) the Portofino Property,

and "**Properties**" means all of them.

"Property Report" means, in respect of any Property, any report on title supplied to the Agent and addressed to the Finance Parties as a condition precedent under this Agreement on or before the Utilisation Date in accordance with Clause 4.1 (*Initial conditions precedent*).

"Qualified Accountant" means any person who is an independent certified public accountant in Hong Kong recognised by the Hong Kong Institute of Certified Public Accountants or any other independent certified public accountant acceptable to the Agent.

"Quarter Date" means 31 March, 30 June, 30 September and 31 December in each calendar year.

"Receiver" means a receiver or receiver and manager or administrative receiver of the whole or any part of the Security Assets.

"Registration Requirements" means:

- (a) the registration of the Security Documents to which the Borrower is a party with the Companies Registry of Hong Kong in accordance with the requirements of the Companies Ordinance; and
- (b) the registration of each Security Agreement with the Land Registry of Hong Kong.

"Relevant GPSF" means, in respect of a disposal of a Property (whether indirectly or indirectly), the gross price per square feet applicable to the saleable area (as defined and construed under the Residential Properties (First-hand Sales) Ordinance (Cap. 621 of the Laws of Hong Kong)) of such Property.

"Relevant Obligor" means either the Borrower or HSP.

"Related Fund" in relation to a fund (the **"first fund"**), means a fund which is managed or advised by the same investment manager or investment adviser as the first fund or, if it is managed by a different investment manager or investment adviser, a fund whose investment manager or investment adviser is an Affiliate of the investment manager or investment adviser of the first fund.

"Relevant Jurisdiction" means, in relation to an Obligor:

- (a) its Original Jurisdiction;
- (b) (in relation to any Guarantor) the jurisdiction of citizenship and (if different) place of habitual residence of that Guarantor;
- (c) any jurisdiction where any asset subject to or intended to be subject to the Transaction Security to be created by it is situated;
- (d) any jurisdiction where it conducts its business; and
- (e) the jurisdiction whose laws govern the perfection of any of the Security Documents entered into by it.

"Relevant Market" means the Hong Kong interbank market.

"Repeating Representations" means each of the representations set out in Clause 18.1 (*Status*) to Clause 18.6 (*Governing law and enforcement*) and Clause 18.9 (*No Default*) to Clause 18.33

(*Private and commercial acts*) and each representation set out in any Finance Document that are deemed to be made and repeated in accordance with the terms of that Finance Document.

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

"Sanctions" means any economic or financial sanctions, trade embargoes or other similar restrictive measures imposed, enacted, administered or enforced from time to time by any Sanctions Authority.

"Sanctions Authority" means:

- (a) the US government (including the US Department of State, the US Department of Commerce and the US Department of the Treasury (including the Office of Foreign Assets Control));
- (b) the United Nations Security Council;
- (c) the European Union (or any of its member states);
- (d) the United Kingdom government (including His Majesty's Treasury, the Foreign and Commonwealth Office and the Department for Business, Innovation & Skills); or
- (e) the government of Hong Kong (including the Hong Kong Monetary Authority),

including, in each case, any other governmental institution or Governmental Agency of any of the foregoing.

"Sanctions Restricted Person" means any person that is, or is owned or controlled (as such terms are interpreted in accordance with applicable Sanctions laws and regulations) by one or more persons that is:

- (a) publicly designated by a Sanctions Authority to be the target or subject of Sanctions;
- (b) a citizen of, located or resident in, or incorporated or organised under the laws of a country or territory that is the subject or target of country-wide or territory-wide Sanctions (including Cuba, Iran, North Korea, the Crimea, Donetsk and Luhansk regions of Ukraine, the occupied territories of the Kherson and Zaporizhzhia regions, Russian Federation and Syria); or
- (c) otherwise the target or subject of Sanctions.

"Secured Liabilities" means all present and future obligations and liabilities (whether actual or contingent and whether owed jointly or severally or in any other capacity whatsoever) of each Obligor to any Secured Party under each Finance Document.

"Secured Party" means a Finance Party, a Receiver or any Delegate.

"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 Agreement" means either the Security Agreement (Horn King) or the Security Agreement (HSP), and **"Security Agreements"** means both of them.

"Security Agreement (Horn King)" means a Hong Kong law governed security agreement in respect of Security over certain assets of the Borrower (including the Plantation Road Properties) entered into or to be entered into by the Borrower in favour of the Security Agent.

"Security Agreement (HSP)" means a Hong Kong law governed security agreement in respect of Security over certain assets of HSP (including the Portofino Property) entered into or to be entered into by HSP in favour of the Security Agent.

"Security Assets" means all of the assets of the Obligors which from time to time are, or are expressed to be, the subject of the Transaction Security.

"Security Document" means:

- (a) each Security Agreement;
- (b) any other document evidencing or creating Security over any asset to secure any obligation of any Obligor to a Secured Party under the Finance Documents; or
- (c) any other document designated as such by the Agent and the Borrower.

"Security Property" means:

- (a) the Transaction Security expressed to be granted in favour of the Security Agent as trustee for the Secured Parties and all proceeds of that Transaction Security;
- (b) all obligations expressed to be undertaken by an Obligor to pay amounts in respect of the Secured Liabilities to the Security Agent as trustee for the Secured Parties and secured by the Transaction Security together with all representations and warranties expressed to be given by an Obligor or any other person in favour of the Security Agent as trustee for the Secured Parties; and
- (c) any other amounts or property, whether rights, entitlements, choses in action or otherwise, actual or contingent, which the Security Agent is required by the terms of the Finance Documents to hold as trustee on trust for the Secured Parties.

"Specified Time" means a day or time determined in accordance with Schedule 7 (*Timetables*).

"Sponsor Affiliate" means any Guarantor, each of his Affiliates, any trust of which any Guarantor or any of his Affiliates is a trustee, any partnership of which any Guarantor or any of his Affiliates is a partner and any trust, fund or other entity which is managed by, or is under the control of, any Guarantor or any of his Affiliates.

"SPA" means, in respect of a disposal of a Property, a provisional or formal sale and purchase agreement substantially in the form delivered by the Agent to any Obligor from time to time.

"Subsidiary" means, in relation to any company, corporation or other legal entity, a company, corporation or other legal entity:

- (a) which is controlled, directly or indirectly, by the first mentioned company, corporation or other legal entity;
- (b) in which a majority of the voting shares are held by the first mentioned company, corporation or other legal entity, either alone or pursuant to an agreement with others;

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

and, for this purpose, a company, a corporation or other legal entity shall be treated as being controlled by a person if that other person is able to determine the composition of the majority of its board of directors or equivalent body or has the power to direct or cause the direction of the management and the policies of such company, a corporation or other legal entity whether through the ownership of voting capital, by contract or otherwise.

"**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**" has the meaning given to it in Clause 12.1 (*Definitions*).

"**Termination Date**" means the date falling 12 Months from the Utilisation Date.

"**Total Commitments**" means the aggregate of the Commitments, being HKD103,000,000 at the date of this Agreement.

"**Transaction Security**" means the Security created or evidenced or expressed to be created or evidenced under the Security Documents.

"**Transfer Certificate**" means a certificate substantially in the form set out in Schedule 4 (*Form of Transfer Certificate*) or any other form agreed between the Agent and the Obligors' Agent.

"**Transfer Date**" means, in relation to an assignment or a transfer, the later of:

- (a) the proposed Transfer Date specified in the relevant Assignment Agreement or Transfer Certificate; and
- (b) the date on which the Agent executes the relevant Assignment Agreement or Transfer Certificate.

"**Trustee Ordinance**" means the Trustee Ordinance (Cap. 29 of the Laws of Hong Kong).

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

"**US**" means the United States of America.

"**US Tax Obligor**" means:

- (a) the Borrower to the extent that it is resident for tax purposes in the US; or
- (b) an Obligor some or all of whose payments under the Finance Documents are from sources within the US for US federal income tax purposes.

"**Utilisation**" means a utilisation of the Facility.

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

"Utilisation Request" means a notice substantially in the form set out in Schedule 3 (*Utilisation Request*).

"Valuation" means a valuation of a Property prepared by a Valuer, supplied at the request of the Agent or to the Agent pursuant to paragraph (b) of Clause 19.5 (*Valuation*), addressed to the Agent (which can be disclosed to the other Finance Parties) and prepared on the basis of the Initial Valuation.

"Valuer" means Prudential Surveyors (Hong Kong) Limited, Jones Lang LaSalle, Inc., CBRE Group Inc, Colliers International or any other independent firm of property appraisers or valuers acceptable to the Agent.

"Warning Notices" means each warning notice to each Guarantor in respect of any Finance Document to which he is a party on or about the date of this Agreement and signed and acknowledged by that Guarantor and his solicitor on or about the date of this Agreement, pursuant to the Code of Banking Practice of Hong Kong, the relevant circular issued by The Hong Kong Association of Banks and the Law Society of Hong Kong.

1.2 Construction

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

- (i) the **"Agent"**, any **"Finance Party"**, any **"Lender"**, any **"Obligor"**, any **"Party"**, any **"Secured Party"**, the **"Security Agent"** or any other person shall be construed so as to include its successors in title, permitted assigns and permitted transferees to, or of, its rights and/or obligations under the Finance Documents and, in the case of the Security Agent, any person for the time being appointed as Security Agent or Security Agents in accordance with the Finance Documents, and any **"Guarantor"** shall be construed so as to include his executors, administrators and personal representatives;
- (ii) a document in **"agreed form"** is a document which is previously agreed in writing by or on behalf of the Obligors' Agent and the Agent or, if not so agreed, is in the form specified by the Agent;
- (iii) **"assets"** includes present and future properties, revenues and rights of every description;
- (iv) **"control"** (including, with correlative meanings, the terms **"controlling"**, **"controlled by"** and **"under common control with"**), as applied to any person, means (A) the acquisition, possession or control of more than 50 per cent. of the voting rights of the issued share capital of that person, either alone or pursuant to an agreement with others; (B) the possession, directly or indirectly, of the right to appoint and/or remove all of or the majority of the members of that person's board of directors or other governing body; or (C) of the power to direct or cause the direction of the management and policies of such person, in each case whether through the ownership of share capital, the possession of voting securities, by contract or otherwise;
- (v) **"disposal"** includes a sale, transfer, assignment, grant, lease, licence, declaration of trust or other disposal, whether voluntary or involuntary, and **"dispose"** will be construed accordingly;

- (vi) 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 or restated;
- (vii) a "**group of Lenders**" includes all the Lenders;
- (viii) "**guarantee**" means (other than in Clause 17 (*Guarantee and indemnity*)) any guarantee, letter of credit, bond, indemnity or similar assurance against loss, or any obligation, direct or indirect, actual or contingent, to purchase or assume any indebtedness of any person or to make an investment in or loan to any person or to purchase assets of any person where, in each case, such obligation is assumed in order to maintain or assist the ability of such person to meet its indebtedness;
- (ix) "**including**" shall be construed as "including without limitation" (and cognate expressions shall be construed similarly);
- (x) "**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;
- (xi) a "**law**" includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty or other legislative measure, in each case of any jurisdiction whatever (and "lawful" and "unlawful" shall be construed accordingly);
- (xii) a Lender's "**participation**" in the Loan or any Unpaid Sum includes an amount (in the currency of the Loan or such Unpaid Sum) representing the fraction or portion (attributable to such Lender by virtue of the provisions of this Agreement) of the total amount of the Loan or such Unpaid Sum and the Lender's rights under this Agreement in respect thereof;
- (xiii) a "**person**" includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership or other entity (whether or not having separate legal personality);
- (xiv) 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;
- (xv) "**shares**" or "**share capital**" includes issued shares and other equivalent ownership interests (and "shareholder" and similar expressions shall be construed accordingly);
- (xvi) references to "it" shall include a reference to "him" or "her" where applicable;
- (xvii) words importing the singular include the plural and vice versa and words importing a gender include every gender;
- (xviii) a provision of law is a reference to that provision as amended or re-enacted from time to time; and
- (xix) a time of day is a reference to Hong Kong time.

- (b) The determination of the extent to which a rate is "**for a period equal in length**" to an Interest Period shall disregard any inconsistency arising from the last day of that Interest Period being determined pursuant to the terms of this Agreement.
- (c) Section, Clause and Schedule headings are for ease of reference only.
- (d) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.
- (e) 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.
- (f) Where this Agreement specifies an amount in a given currency (the "**specified currency**") "**or its equivalent**", the "**equivalent**" is a reference to the amount of any other currency which, when converted into the specified currency utilising the Agent's spot rate of exchange (or, if the Agent does not have an available spot rate of exchange, any publicly available spot rate of exchange selected by the Agent (acting reasonably)) for the purchase of the specified currency with that other currency at or about 11:00 a.m. on the relevant date, is equal to the relevant amount in the specified currency.

1.3 **Currency symbols and definitions**

"HK\$", "HKD" and "**Hong Kong dollars**" denote the lawful currency of Hong Kong.

1.4 **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 (Cap. 623 of the Laws of Hong Kong) (the "**Third Parties Ordinance**") to enforce or to enjoy the benefit of any term of this Agreement.
- (b) Notwithstanding any term of any Finance Document the consent of any person who is not a Party is not required to rescind or vary this Agreement at any time.
- (c) Any Receiver, Delegate or any person described in paragraph (b) of Clause 27.11 (*Exclusion of liability*) may, subject to this Clause 1.4 and the Third Parties Ordinance, rely on any Clause of this Agreement which expressly confers rights on it.

SECTION 2
THE FACILITY

2. The Facility

2.1 The Facility

Subject to the terms of this Agreement, the Lenders make available to the Borrower a Hong Kong dollars term loan facility in an aggregate amount equal to the Total Commitments.

2.2 Overriding rights

Notwithstanding any other provision in this Agreement or any other Finance Document, the Facility is made available to the Borrower at the sole and absolute discretion of the Lenders, and the Agent may (acting on the instruction of the Majority Lenders (each acting in its sole and absolute discretion)), at any time and without giving any reason, by notice to any Obligor:

- (a) cancel each Available Commitment of each Lender whereupon each such Available Commitment shall immediately be cancelled and the Facility shall immediately cease to be available for further utilisation; and/or
- (b) declare that all or part of the Loan, together with accrued interest and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, whereupon they shall become immediately due and payable.

2.3 Finance Parties' rights and obligations

- (a) The obligations of each Finance Party under the Finance Documents are several. Failure by a Finance Party to perform its obligations under the Finance Documents does not affect the obligations of any other Party under the Finance Documents. No Finance Party is responsible for the obligations of any other Finance Party under the Finance Documents.
- (b) The rights of each Finance Party under or in connection with the Finance Documents are separate and independent rights and any debt arising under the Finance Documents to a Finance Party from an Obligor is a separate and independent debt in respect of which a Finance Party shall be entitled to enforce its rights in accordance with paragraph (c) below. The rights of each Finance Party include any debt owing to that Finance Party under the Finance Documents and, for the avoidance of doubt, any part of the Loan or any other amount owed by an Obligor which relates to a Finance Party's participation in the Facility or its role under a Finance Document (including any such amount payable to the Agent on its behalf) is a debt owing to that Finance Party by that Obligor.
- (c) A Finance Party may, except as specifically provided in the Finance Documents, separately enforce its rights under or in connection with the Finance Documents.

2.4 Obligors' Agent

- (a) Each Obligor by its execution of this Agreement irrevocably appoints the Borrower to act on its behalf as its agent in relation to the Finance Documents and irrevocably authorises:
 - (i) the Borrower on its behalf to supply all information concerning itself contemplated by this Agreement to the Finance Parties and to give all notices and instructions, to make such agreements and to effect the relevant amendments, supplements and variations capable

of being given, made or effected by any Obligor notwithstanding that they may affect any Obligor, without further reference to or the consent of that Obligor; and

- (ii) each Finance Party to give any notice, demand or other communication to that Obligor pursuant to the Finance Documents to the Borrower,

and in each case that Obligor shall be bound as though that Obligor itself had given the notices and instructions or executed or made the agreements or effected the amendments, supplements or variations, or received the relevant notice, demand or other communication.

- (b) Every act, omission, agreement, undertaking, settlement, waiver, amendment, supplement, variation, notice or other communication given or made by the Obligors' Agent or given to the Obligors' Agent under any Finance Document on behalf of another Obligor or in connection with any Finance Document (whether or not known to any other Obligor) shall be binding for all purposes on that Obligor as if that Obligor had expressly made, given or concurred with it. In the event of any conflict between any notices or other communications of the Obligors' Agent and any other Obligor, those of the Obligors' Agent shall prevail.

3. Purpose

3.1 Purpose

The Borrower shall apply all amounts borrowed by it under the Facility towards:

- (a) repayment of all amounts outstanding under the Existing Facility A in full;
- (b) repayment of the amounts outstanding under the Existing Facility B in full;
- (c) funding of the first interest payment under the Facility;
- (d) funding of the interest payment under the Loan 2 Facility Documents which will become due and payable on or around the date of this Agreement; and
- (e) payment of all fees, costs and expenses payable under the Finance Documents.

3.2 Monitoring

No Finance Party is bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

4. Conditions of Utilisation

4.1 Initial conditions precedent

- (a) The Borrower may not deliver a Utilisation Request unless the Agent has received all of the documents and other evidence listed in Schedule 2 (*Conditions Precedent*) in form and substance satisfactory to the Agent (acting on the instructions of the Majority Lenders). The Agent shall notify the Borrower and the Lenders promptly upon being so satisfied.
- (b) Other than to the extent that the Majority Lenders notify the Agent in writing to the contrary before the Agent gives the notification described in paragraph (a) above, the Lenders authorise (but do not require) the Agent to give that notification. The Agent shall not be liable for any damages, costs or losses whatsoever as a result of giving any such notification.

4.2 **Further conditions precedent**

The Lenders will only be obliged to comply with Clause 5.4 (*Lenders' participation*) if on the date of the Utilisation Request and on the proposed Utilisation Date:

- (a) no Default is continuing or would result from the proposed Loan;
- (b) the Repeating Representations to be made by each Obligor are true in all material respects (or, where qualified by materiality, in any respect); and
- (c) immediately following the making of the Loan, the LTV Ratio will not exceed 75 per cent..

4.3 **Maximum number of Loan**

- (a) The Borrower may not deliver a Utilisation Request if as a result of the proposed Utilisation more than one Loan would be outstanding.
- (b) The Borrower may not request that the Loan be divided.

SECTION 3

UTILISATION

5. Utilisation

5.1 Delivery of a Utilisation Request

The Borrower may utilise the Facility by delivery to the Agent of a duly completed Utilisation Request not later than the Specified Time (or such other time as the Agent (acting on the instructions of the Majority Lenders) may agree).

5.2 Completion of a Utilisation Request

(a) Each Utilisation Request is irrevocable and will not be regarded as having been duly completed unless:

- (i) the proposed Utilisation Date is a Business Day within the Availability Period;
- (ii) the currency and amount of the Utilisation comply with Clause 5.3 (*Currency and amount*); and
- (iii) it specifies the account(s) and bank(s) (which must be in Hong Kong) to which the proceeds of the Utilisation are to be credited.

(b) The Borrower may only request one Loan in a Utilisation Request.

5.3 Currency and amount

(a) The currency specified in a Utilisation Request must be Hong Kong dollars.

(b) The amount of the proposed Loan must be in an amount which is equal to the Available Facility.

5.4 Lenders' participation

(a) If the conditions set out in this Agreement have been met, each Lender shall make its participation in the Loan available by the Utilisation Date through its Facility Office.

(b) The amount of each Lender's participation in the Loan will be equal to the proportion borne by its Available Commitment to the Available Facility immediately prior to making the Loan.

(c) The Agent shall notify each Lender of the amount of the Loan and the amount of its participation in the Loan by the Specified Time.

5.5 Cancellation of Commitment

The Commitments which, at that time, are unutilised shall be immediately cancelled at 5:00 p.m. on the last day of the Availability Period.

SECTION 4
REPAYMENT, PREPAYMENT AND CANCELLATION

6. Repayment

6.1 Repayment of Loan

The Borrower shall repay the Loan in full immediately on demand by the Lender in accordance with paragraph (b) of Clause 2.2 (*Overriding rights*), or if no such demand is made by the Lender, on the Termination Date.

6.2 Reborrowing

The Borrower may not reborrow any part of the Facility which is repaid.

7. Prepayment and cancellation

7.1 Illegality

If, at any time, it is or will become unlawful in any applicable jurisdiction for any Lender to perform any of its obligations as contemplated by this Agreement or to fund or maintain its participation in the Loan or it is or will become unlawful for any Affiliate of a Lender for that Lender to do so:

- (a) that Lender shall promptly notify the Agent upon becoming aware of that event;
- (b) upon the Agent notifying the Borrower, the Available Commitment of that Lender will be immediately cancelled; and
- (c) the Borrower shall repay that Lender's participation in the Loan on the last day of the Interest Period occurring after the Agent has notified the Borrower or, if earlier, the date specified by the Lender in the notice delivered to the Agent (being no earlier than the last day of any applicable grace period permitted by law) and that Lender's corresponding Commitment shall be immediately cancelled in the amount of the participation repaid.

7.2 Mandatory prepayment – Insurance and Compensation Proceeds

- (a) The Borrower shall promptly (and in any event within three Business Days of receipt) notify the Agent in writing if any Obligor is or will be in receipt of any Insurance and Compensation Proceeds, including the aggregate amounts of such proceeds, the date on which such amounts are or will be received and reasonable particulars of how such proceeds is derived.
- (b) Upon receipt by any Obligor of any Insurance and Compensation Proceeds, the Borrower shall apply an amount equal to such Insurance and Compensation Proceeds towards prepayment of the Loan and payment of all amounts referred to in paragraph (b) of Clause 7.6 (*Restrictions*) in the order of application set out in Clause 7.5 (*Application of mandatory prepayments*) within three Business Days of such receipt.

7.3 Mandatory prepayment – Disposal Proceeds

The Borrower must, on the date of receipt by an Obligor of any Disposal Proceeds, apply an amount equal to such Disposal Proceeds towards prepayment of the Loan and payment of all amounts referred to in paragraph (b) of Clause 7.6 (*Restrictions*) in the order of application set out in Clause 7.5 (*Application of mandatory prepayments*).

7.4 Voluntary prepayment of Loan

- (a) The Borrower may:
- (i) if it gives the Agent not less than 20 Business Days (or such shorter period as the Majority Lenders may agree) prior written notice, prepay the whole of the Loan provided that, at the same time as such prepayment, all outstanding amounts under the Loan 2 Facility Documents are repaid or prepaid; or
 - (ii) prepay any part of the Loan with the prior written consent of the Agent.
- (b) The Loan may only be prepaid after the last day of the Availability Period (or, if earlier, the day on which the Available Facility is zero).
- (c) Any prepayment of the Loan pursuant to this Clause 7.4 shall be applied *pro rata* to each Lender's participation in the Loan.

7.5 Application of mandatory prepayments

Each amount referred to in Clauses 7.2 (*Mandatory prepayment – Insurance and Compensation Proceeds*) and 7.3 (*Mandatory prepayment – Disposal Proceeds*) shall be applied as follows:

- (a) **first**, in or towards payment *pro rata* to the Lenders of any accrued interest, Break Costs and any other fees (including any fees under Clause 21.22 (*Property disposal special conditions*)) in respect of the Loan which (in each case) is due but unpaid;
- (b) **secondly**, in or towards payment *pro rata* to the Lenders of principal of the Loan;
- (c) **thirdly**, in or towards payment to the Loan 2 Lender in an amount equal to the aggregate outstanding amounts under the Loan 2 Facility Documents for application towards such outstanding amount on behalf of the Loan 2 Borrowers, and any such payment shall constitute a loan by the Borrower to HSW in an amount equal to such payment; and
- (d) **fourthly**, the balance (if any) in payment to the Borrower.

7.6 Restrictions

- (a) Any notice of cancellation or prepayment given by any Party under this Clause 7 shall be irrevocable and, unless a contrary indication appears in this Agreement, shall specify the date or dates upon which the relevant cancellation or prepayment is to be made and the amount of that cancellation or prepayment.
- (b) Any prepayment under this Agreement shall be made together with accrued interest on the amount prepaid and subject to any Break Costs, without premium or penalty.
- (c) The Borrower may not reborrow any part of the Facility which is prepaid.
- (d) The Borrower shall not repay or prepay all or any part of the Loan or cancel all or any part of the Commitments except at the times and in the manner expressly provided for in this Agreement.
- (e) No amount of the Total Commitments cancelled under this Agreement may be subsequently reinstated.
- (f) If the Agent receives a notice under this Clause 7 it shall promptly forward a copy of that notice to either the Obligors' Agent or the affected Lenders, as appropriate.

- (g) If all or part of any Lender's participation in the Loan is repaid or prepaid, an amount of that Lender's Commitment (equal to the amount of the participation which is repaid or prepaid) will be deemed to be cancelled on the date of repayment or prepayment.

SECTION 5

COSTS OF UTILISATION

8. Interest

8.1 Calculation of interest

The rate of interest on the Loan for each Interest Period is the Interest Rate.

8.2 Payment of interest

The Borrower shall pay interest that will accrue on the Loan in advance on each Interest Payment Date.

8.3 Default interest

- (a) If an Event of Default occurs or if an Obligor fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue:

(i) on the principal amount outstanding for the Loan from the date such Event of Default occurs up to the date on which such Event of Default is no longer continuing; and

(ii) on any Unpaid Sum from the due date up to the date of actual payment,

in each case, (both before and after judgment) at an increased rate which is three per cent. per annum higher than the rate which would have been payable if such principal amount and the Unpaid Sum had, during the period (in respect of such principal amount) that such Event of Default is continuing and (in respect of an Unpaid Sum) of non-payment of such Unpaid Sum, constituted the Loan in the currency of such principal amount and the Unpaid Sum (as applicable) for successive Interest Periods, each of a duration selected by the Agent (acting reasonably).

- (b) Any interest accruing under this Clause 8.3 shall be immediately payable by the Obligors on demand by the Agent.

- (c) Default interest (if unpaid) arising on the principal amount outstanding for the Loan or an Unpaid Sum will be compounded with the amount of outstanding Loan or that Unpaid Sum at the end of each Interest Period applicable to the Loan or that Unpaid Sum but will remain immediately due and payable.

9. Interest Periods

9.1 Length of Interest Periods

- (a) Subject to paragraph (c) below:

(i) the first Interest Period for the Loan shall be six Months; and

(ii) any other Interest Period for the Loan shall be three Months.

- (b) Each Interest Period for the Loan shall start on its Utilisation Date or (if already made) on the last day of its preceding Interest Period.

- (c) For the avoidance of doubt, an Interest Period for the Loan shall not extend beyond the Termination Date.

9.2 Non-Business Days

If an Interest Period would otherwise end on a day which is not a Business Day, that Interest Period will instead end on the next Business Day in that calendar month (if there is one) or the preceding Business Day (if there is not).

10. Break Costs

10.1 Break Costs

- (a) The Borrower shall, within three Business Days of demand by a Finance Party, pay to that Finance Party its Break Costs attributable to all or any part of the Loan or Unpaid Sum being paid by the Borrower on a day other than the Termination Date or any cancellation of any Commitment of such Finance Party.
- (b) Each Lender shall, as soon as reasonably practicable after a demand by the Agent, provide a certificate confirming the amount of its Break Costs.

11. [Intentionally left blank]

SECTION 6
ADDITIONAL PAYMENT OBLIGATIONS

12. Tax gross-up and indemnities

12.1 Definitions

(a) In this Agreement:

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

"**Tax Deduction**" means a deduction or withholding for or on account of Tax from a payment under a Finance Document, other than a FATCA Deduction.

"**Tax Payment**" means either the increase in a payment made by an Obligor to a Finance Party under Clause 12.2 (*Tax gross-up*) or a payment under Clause 12.3 (*Tax indemnity*).

(b) Unless a contrary indication appears, in this Clause 12 a reference to "**determines**" or "**determined**" means a determination made in the absolute discretion of the person making the determination.

12.2 Tax gross-up

(a) All payments to be made by an Obligor to any Finance Party under the Finance Documents shall be made free and clear of and without any Tax Deduction unless such Obligor is required to make a Tax Deduction, in which case the sum payable by such Obligor (in respect of which such Tax Deduction is required to be made) shall be increased to the extent necessary to ensure that such Finance Party 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 Obligors' Agent shall promptly upon becoming aware that an Obligor must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Agent accordingly. Similarly, a Lender shall notify the Agent on becoming so aware in respect of a payment payable to that Lender. If the Agent receives such notification from a Lender it shall notify the Obligors' Agent and that Obligor.

(c) If an Obligor is required to make a Tax Deduction, that Obligor 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 30 days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Obligor making that Tax Deduction shall deliver to the Agent for the Finance Party entitled to the payment evidence reasonably satisfactory to that Finance Party that the Tax Deduction has been made or (as applicable) any appropriate payment paid to the relevant taxing authority.

12.3 Tax indemnity

(a) Without prejudice to Clause 12.2 (*Tax gross-up*), if any Finance Party 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 such Finance Party whether or not actually received or receivable) or if any liability in respect of any such payment is asserted, imposed, levied or assessed against any Finance

Party, the Obligors shall, within three Business Days of demand of the Agent, indemnify the Finance Party which suffers a loss or liability as a result against such payment or liability, together with any interest, penalties, costs and expenses payable or incurred in connection therewith, provided that this Clause 12.3 shall not apply to:

- (i) any Tax imposed on and calculated by reference to the net income actually received or receivable by such Finance Party by the jurisdiction in which such Finance Party is incorporated;
- (ii) any Tax imposed on and calculated by reference to the net income of the Facility Office of such Finance Party actually received or receivable by such Finance Party by the jurisdiction in which its Facility Office is located; or
- (iii) a FATCA Deduction required to be made by a Party,

but, for the avoidance of doubt and for the purposes of paragraphs (i) and (ii) above, Tax shall not include any sum deemed for the purposes of Tax to be received or receivable by such Finance Party but not actually receivable.

- (b) A Finance Party intending to make a claim under paragraph (a) above shall notify the Agent of the event giving rise to the claim, whereupon the Agent shall notify the Obligors' Agent thereof.
- (c) A Finance Party shall, on receiving a payment from an Obligor under this Clause 12.3, notify the Agent.

12.4 **Tax Credit**

If an Obligor makes a Tax Payment and the relevant Finance Party determines that:

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

the Finance Party shall pay an amount to the Obligor which that Finance Party determines will leave it (after that payment) in the same after-Tax position as it would have been in had the Tax Payment not been required to be made by the Obligor.

12.5 **Stamp Taxes**

Each Obligor shall:

- (a) pay all stamp duty, registration and other similar Taxes payable in respect of any Finance Document, and
- (b) within three Business Days of demand, indemnify each Secured Party against any cost, loss or liability that Secured Party incurs in relation to any stamp duty, registration or other similar Taxes paid or payable in respect of any Finance Document.

12.6 **Indirect Tax**

- (a) All amounts set out or expressed in a Finance Document to be payable by any Party to a Finance Party shall be deemed to be exclusive of any Indirect Tax. If any Indirect Tax is chargeable on any supply made by any Finance Party to any Party in connection with a Finance Document, that Party

shall pay (unless that Party is the Agent or the Security Agent, in which case the Borrower shall pay) to the Finance Party (in addition to and at the same time as paying the consideration for that supply) an amount equal to the amount of the Indirect Tax.

- (b) Where a Finance Document requires any Party to reimburse or indemnify a Finance Party for any costs or expenses, that Party shall also at the same time pay and indemnify the Finance Party against all Indirect Tax incurred by that Finance Party in respect of the costs or expenses to the extent that the Finance Party reasonably determines that it is not entitled to credit or repayment in respect of the Indirect Tax.

12.7 **FATCA information**

- (a) Subject to paragraph (c) below, each Party shall, within 10 Business Days of a reasonable request by another Party:
 - (i) confirm to that other Party whether it is:
 - (A) a FATCA Exempt Party; or
 - (B) not a FATCA Exempt Party;
 - (ii) supply to that other Party such forms, documentation and other information relating to its status under FATCA as that other Party reasonably requests for the purposes of that other Party's compliance with FATCA; and
 - (iii) supply to that other Party such forms, documentation and other information relating to its status as that other Party reasonably requests for the purposes of that other Party's compliance with any other law, regulation, or exchange of information regime.
- (b) If a Party confirms to another Party pursuant to paragraph (a)(i) above that it is a FATCA Exempt Party and it subsequently becomes aware that it is not or has ceased to be a FATCA Exempt Party, that Party shall notify that other Party reasonably promptly.
- (c) Paragraph (a) above shall not oblige any Finance Party to do anything, and paragraph (a)(iii) above shall not oblige any other Party to do anything, which would or might in its reasonable opinion constitute a breach of:
 - (i) any law or regulation;
 - (ii) any fiduciary duty; or
 - (iii) any duty of confidentiality.
- (d) If a Party fails to confirm whether or not it is a FATCA Exempt Party or to supply forms, documentation or other information requested in accordance with paragraph (a)(i) or (a)(ii) above (including, for the avoidance of doubt, where paragraph (c) above applies), then such Party shall be treated for the purposes of the Finance Documents (and payments under them) as if it is not a FATCA Exempt Party until such time as the Party in question provides the requested confirmation, forms, documentation or other information.
- (e) If the Borrower is a US Tax Obligor or the Agent reasonably believes that its obligations under FATCA or any other applicable law or regulation require it, each Lender shall, within 10 Business Days of:

- (i) where the Borrower is a US Tax Obligor and the relevant Lender is an Original Lender, the date of this Agreement;
- (ii) where the Borrower is a US Tax Obligor on a date on which any other Lender becomes a Party as a Lender, that date; or
- (iii) where the Borrower is not a US Tax Obligor, the date of a request from the Agent, supply to the Agent:

- (A) a withholding certificate on Form W-8, Form W-9 or any other relevant form; or
- (B) any withholding statement or other document, authorisation or waiver as the Agent may require to certify or establish the status of such Lender under FATCA or that other law or regulation.

- (f) The Agent shall provide any withholding certificate, withholding statement, document, authorisation or waiver it receives from a Lender pursuant to paragraph (e) above to the Borrower.
- (g) If any withholding certificate, withholding statement, document, authorisation or waiver provided to the Agent by a Lender pursuant to paragraph (e) above is or becomes materially inaccurate or incomplete, that Lender shall promptly update it and provide such updated withholding certificate, withholding statement, document, authorisation or waiver to the Agent unless it is unlawful for the Lender to do so (in which case the Lender shall promptly notify the Agent). The Agent shall provide any such updated withholding certificate, withholding statement, document, authorisation or waiver to the Borrower.
- (h) The Agent may rely on any withholding certificate, withholding statement, document, authorisation or waiver it receives from a Lender pursuant to paragraph (e) or (g) above without further verification. The Agent shall not be liable for any action taken by it under or in connection with paragraphs (e), (f) or (g) above.

12.8 **FATCA Deduction**

- (a) Each Party may make any FATCA Deduction it is required to make by FATCA, and any payment required in connection with that FATCA Deduction, and no Party shall be required to increase any payment in respect of which it makes such a FATCA Deduction or otherwise compensate the recipient of the payment for that FATCA Deduction.
- (b) Each Party shall promptly, upon becoming aware that it must make a FATCA Deduction (or that there is any change in the rate or the basis of such FATCA Deduction), notify the Party to whom it is making the payment and, in addition, shall notify the Obligors' Agent and the Agent and the Agent shall notify the other Finance Parties.

13. **Increased Costs**

13.1 **Increased Costs**

- (a) Subject to Clause 13.3 (*Exceptions*) each Obligor shall, within three Business Days of a demand by the Agent, pay for the account of a Finance Party the amount of any Increased Costs incurred by that Finance Party or any of its Affiliates as a result of (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation, or (ii) compliance with any law or regulation made after the date of this Agreement. The terms "law" and "regulation"

in this paragraph (a) shall include any law or regulation concerning capital adequacy, prudential limits, liquidity, reserve assets or Tax.

(b) In this Agreement, "**Increased Costs**" means:

(i) a reduction in the rate of return from the Facility or on a Finance Party's (or its Affiliate's) overall capital (including as a result of any reduction in the rate of return on capital brought about by more capital being required to be allocated by that Finance Party or one of its Affiliates);

(ii) an additional or increased cost; or

(iii) a reduction of any amount due and payable under any Finance Document,

which is incurred or suffered by a Finance Party or any of its Affiliates to the extent that it is attributable to the undertaking, funding or performance by such Finance Party of any of its obligations under any Finance Document or any participation of such Finance Party in the Loan or any Unpaid Sum.

13.2 **Increased Cost claims**

(a) A Finance Party intending to make a claim pursuant to Clause 13.1 (*Increased Costs*) shall notify the Agent of the event giving rise to the claim, following which the Agent shall promptly notify the Obligors' Agent.

(b) Each Finance Party shall, as soon as practicable after a demand by the Agent, provide a certificate confirming the amount of its Increased Costs.

13.3 **Exceptions**

(a) Clause 13.1 (*Increased Costs*) does not apply to the extent any Increased Cost is:

(i) attributable to a Tax Deduction required by law to be made by an Obligor;

(ii) attributable to a FATCA Deduction required to be made by a Party;

(iii) compensated for by Clause 12.3 (*Tax indemnity*) (or would have been compensated for under Clause 12.3 (*Tax indemnity*) but was not so compensated solely because any of the exclusions in paragraph (a) of Clause 12.3 (*Tax indemnity*) applied); or

(iv) attributable to the wilful breach by the relevant Finance Party or its Affiliates of any law or regulation.

(b) In this Clause 13.3, a reference to a "**Tax Deduction**" has the same meaning given to the term in Clause 12.1 (*Definitions*).

14. **Other indemnities**

14.1 **Currency indemnity**

(a) If any sum due from an Obligor under the Finance Documents (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:

(i) making or filing a claim or proof against that Obligor; or

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

that Obligor shall as an independent obligation, within three Business Days of demand, indemnify each Secured Party to whom that Sum is due 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 that person at the time of its receipt of that Sum.

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

14.2 Other indemnities

The Obligors, within three Business Days of demand, indemnify each Secured Party against any cost, loss or liability incurred by that Secured Party as a result of:

- (a) the occurrence of any Event of Default;
- (b) a failure by an Obligor to pay any amount due under a Finance Document on its due date or in the relevant currency, including without limitation, any cost, loss or liability arising as a result of Clause 30 (*Sharing among the Finance Parties*);
- (c) funding, or making arrangements to fund, its participation in the 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 (other than by reason of default or negligence by that Secured Party alone); or
- (d) the Loan (or part of the Loan) not being prepaid in accordance with a notice of prepayment given by the Borrower.

14.3 Indemnity to the Agent

Each Obligor jointly and severally shall promptly indemnify the Agent against any cost, loss or liability incurred by the Agent (acting reasonably) as a result of:

- (a) investigating any event which it reasonably believes is a Default; or
- (b) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised; or
- (c) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under this Agreement; and
- (d) any cost, loss or liability (including, without limitation, for negligence or any other category of liability whatsoever) incurred by the Agent (otherwise than by reason of the Agent's gross negligence or wilful misconduct) (or, in the case of any cost, loss or liability pursuant to Clause 31.9 (*Disruption to payment systems etc.*) notwithstanding the Agent's negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) in acting as Agent under the Finance Documents.

14.4 Indemnity to the Security Agent

- (a) Each Obligor jointly and severally shall promptly indemnify the Security Agent and every Receiver and Delegate against any cost, loss or liability incurred by any of them as a result of:
- (i) any failure by an Obligor to comply with its obligations under Clause 16 (*Costs and expenses*);
 - (ii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;
 - (iii) the taking, holding, protection or enforcement of the Transaction Security;
 - (iv) the exercise of any of the rights, powers, discretions, authorities and remedies vested in the Security Agent and each Receiver and Delegate by the Finance Documents or by law;
 - (v) any default by any Obligor in the performance of any of the obligations expressed to be assumed by it in the Finance Documents;
 - (vi) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under this Agreement; or
 - (vii) acting as Security Agent, Receiver or Delegate under the Finance Documents or which otherwise relates to any of the Security Property or the performance of the terms of the Finance Documents (otherwise, in each case, than by reason of the relevant Security Agent's, Receiver's or Delegate's gross negligence or wilful misconduct).
- (b) The Security Agent and every Receiver and Delegate may, in priority to any payment to the Secured Parties, indemnify itself out of the Security Assets in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this Clause 14.4 and shall have a lien on the Transaction Security and the proceeds of the enforcement of the Transaction Security for all moneys payable to it.

15. Mitigation by the Lenders

15.1 Mitigation

- (a) Each Finance Party shall, in consultation with the Obligors' Agent, take all reasonable steps to mitigate any circumstances which arise and which would result in the Facility ceasing to be available or any amount becoming payable under or pursuant to, or cancelled pursuant to, any of Clause 7.1 (*Illegality*), Clause 12 (*Tax gross-up and indemnities*) or Clause 13 (*Increased Costs*) including:
- (i) providing such information as the Obligors' Agent may reasonably request in order to permit the Borrower to determine its entitlement to claim any exemption or other relief (whether pursuant to a double taxation treaty or otherwise) from any obligation to make a Tax Deduction; and
 - (ii) in relation to any circumstances which arise following the date of this Agreement, transferring its rights and obligations under the Finance Documents to another Affiliate or Facility Office.
- (b) Paragraph (a) above does not in any way limit the obligations of any Obligor under the Finance Documents.

15.2 Limitation of liability

- (a) The Obligors shall promptly indemnify each Finance Party for all costs and expenses reasonably incurred by that Finance Party as a result of steps taken by it under Clause 15.1 (*Mitigation*).
- (b) A Finance Party is not obliged to take any steps under Clause 15.1 (*Mitigation*) if, in the opinion of that Finance Party (acting reasonably), to do so might be prejudicial to it.

16. Costs and expenses

16.1 Transaction expenses

The Obligors shall, within three Business Days of demand, pay each of the Agent and the Security Agent the amount of all costs and expenses (including legal fees) properly incurred by any of them (and, in the case of the Security Agent, by any Receiver or Delegate) in connection with the negotiation, preparation, printing, execution, syndication and perfection of:

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

16.2 Amendment costs

If an Obligor requests an amendment, waiver or consent, the Obligors shall, within three Business Days of demand, reimburse each of the Agent and the Security Agent for the amount of all costs and expenses (including legal fees) properly incurred by the Agent or the Security Agent (and, in the case of the Security Agent, by any Receiver or Delegate) in responding to, evaluating, negotiating or complying with that request.

16.3 Enforcement and preservation costs

The Obligors shall, within three Business Days of demand, pay to each Secured Party the amount of all costs and expenses (including legal fees) incurred by that Secured Party in connection with the enforcement of, or the preservation of any rights under, any Finance Document or the Transaction Security and with any proceedings instituted by or against that Secured Party as a consequence of it entering into a Finance Document, taking or holding the Transaction Security, or enforcing those rights.

SECTION 7

GUARANTEE

17. Guarantee and indemnity

17.1 Guarantee and indemnity

Each Guarantor irrevocably and unconditionally and jointly and severally:

- (a) guarantees to each Finance Party punctual performance by each Obligor of all that Obligor's obligations under the Finance Documents;
- (b) undertakes with each Finance Party that whenever another Obligor does not pay any amount when due under or in connection with any Finance Document, that Guarantor shall immediately on demand pay that amount as if it was the principal obligor; and
- (c) agrees with each Finance Party that if any obligation guaranteed by it is or becomes unenforceable, invalid or illegal, it will, as an independent and primary obligation, indemnify that Finance Party immediately on demand against any cost, loss or liability it incurs as a result of an Obligor not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under any Finance Document on the date when it would have been due. The amount payable by a Guarantor under this indemnity will not exceed the amount it would have had to pay under this Clause 17 if the amount claimed had been recoverable on the basis of a guarantee.

17.2 Continuing guarantee

This guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by any Obligor under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

17.3 Reinstatement

If any discharge, release or arrangement (whether in respect of the obligations of any Obligor or any security for those obligations or otherwise) is made by a Finance Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored in insolvency, liquidation, administration or otherwise, without limitation, then the liability of each Obligor under this Clause 17 will continue or be reinstated as if the discharge, release or arrangement had not occurred.

17.4 Waiver of defences

The obligations of each Guarantor under this Clause 17 will not 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 Clause 17 (without limitation and whether or not known to it or any Finance Party) including:

- (a) any time, waiver or consent granted to, or composition with, any Obligor or other person;
- (b) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any Obligor;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor

or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

- (d) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of an Obligor or any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including without limitation any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security; or
- (g) any insolvency or similar proceedings.

17.5 Guarantor intent

Without prejudice to the generality of Clause 17.4 (*Waiver of defences*), each Guarantor expressly confirms that it intends that this guarantee shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: acquisitions of any nature; increasing working capital; enabling distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

17.6 Immediate recourse

Each Guarantor waives any right it may have of first requiring any Finance Party (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 that Guarantor under this Clause 17. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

17.7 Appropriations

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full, each Finance Party (or any trustee or agent on its behalf) may:

- (a) refrain from applying or enforcing any other moneys, security or rights held or received by that Finance Party (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 no Guarantor shall be entitled to the benefit of the same; and
- (b) hold in a suspense account any moneys received from any Guarantor or on account of any Obligor's liability under this Clause 17.

17.8 **Deferral of Guarantors' rights**

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Agent otherwise directs, no Guarantor will exercise any rights which it may have by reason of performance by it of its obligations under the Finance Documents or by reason of any amount being payable, or liability arising, under this Clause 17:

- (a) to be indemnified by an Obligor;
- (b) to claim any contribution from any other guarantor of, or provider of Security for, any Obligor's obligations under the Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Finance Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Finance Party;
- (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which any Obligor has given a guarantee, undertaking or indemnity under Clause 17.1 (*Guarantee and indemnity*);
- (e) to exercise any right of set-off against any Obligor; and/or
- (f) to claim or prove as a creditor of any Obligor in competition with any Finance Party.

If any Guarantor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all amounts which may be or become payable to the Finance Parties by the Obligors under or in connection with the Finance Documents to be repaid in full on trust for the Finance Parties and shall promptly pay or transfer the same to the Agent or as the Agent may direct for application in accordance with Clause 31 (*Payment mechanics*).

17.9 **Additional Security**

This guarantee is in addition to and is not in any way prejudiced by any other guarantee or security now or subsequently held by any Finance Party.

SECTION 8
REPRESENTATIONS, UNDERTAKINGS AND EVENTS OF DEFAULT

18. Representations

Each Obligor makes the representations and warranties set out in this Clause 18 to each Finance Party on the date of this Agreement.

18.1 Status

- (a) The Borrower is a limited liability corporation, duly incorporated and validly existing under the law of Hong Kong.
- (b) Each of the Guarantors:
 - (i) is a citizen of Hong Kong, resident in Hong Kong and domiciled in Hong Kong;
 - (ii) is holder of Hong Kong identity card;
 - (iii) is of full age and sound mind and has full legal capacity under the laws of the jurisdiction in which he is domiciled to enter into and perform his obligations under the Finance Documents to which he is a party;
 - (iv) fully understands the contents of the Warning Notice which is issued to him and confirms the statements he has made therein are true and accurate;
 - (v) has obtained independent legal and financial advice in respect of the Finance Documents to which he is a party and the transactions contemplated thereby or otherwise has independently and voluntarily determined that he does not require it;
 - (vi) fully understands the nature and extent of his obligations under, and the risks of entering into, the Finance Documents to which he is a party;
 - (vii) has acted independently and free from any undue influence of any person in deciding to enter into the Finance Documents to which he is a party; and
 - (viii) has a commercial relationship with the Borrower and is satisfied that it is to his financial advantage to enter into the Finance Documents to which he is a party.
- (c) It has the power to own its assets and carry on its business as it is being conducted.
- (d) It is not a FATCA FFI or a US Tax Obligor.

18.2 Binding obligations

- (a) The obligations expressed to be assumed by it in each Finance Document to which it is a party are, subject to the Legal Reservations, legal, valid, binding and enforceable obligations.
- (b) Without limiting the generality of paragraph (a) above, each Security Document to which it is a party creates the security interests which that Security Document purports to create and those security interests are valid and effective.

18.3 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, the Finance Documents and the granting of the Transaction Security 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 or any of its assets or constitute a default or termination event (however described) under any such agreement or instrument.

18.4 Power and authority

- (a) 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 to which it is or will be a party and the transactions contemplated by those Finance Documents.
- (b) No limit on its powers will be exceeded as a result of the borrowing, grant of security or giving of guarantees or indemnities contemplated by the Finance Documents to which it is a party.

18.5 Validity and admissibility in evidence

- (a) All Authorisations required or desirable:
 - (i) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Finance Documents to which it is a party; and
 - (ii) to make the Finance Documents to which it is a party admissible in evidence in its Relevant Jurisdictions; and
 - (iii) to enable it to create the Security expressed to be created pursuant to any Security Document to which it is a party and 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 or (in relation to paragraph (iii) above), will be obtained or effected and will be in such full force and effect within the timeline prescribed by law or, if earlier or if the relevant law does not prescribe any such timeline, within the timeline prescribed in the relevant Security Document.

- (b) All Authorisations necessary for the conduct of the business, trade and ordinary activities of the Obligors have been obtained or effected and are in full force and effect.

18.6 Governing law and enforcement

- (a) Subject to the Legal Reservations, the choice of the governing law of the Finance Documents will be recognised and enforced in its Relevant Jurisdictions.
- (b) Subject to the Legal Reservations, any judgment obtained in relation to a Finance Document in the jurisdiction of the governing law of that Finance Document will be recognised and enforced in its Relevant Jurisdictions.

18.7 Deduction of Tax

- (a) It is not required under the law applicable in any of its Relevant Jurisdictions, where it is resident or at the address specified in this Agreement to make any Tax Deduction from any payment it may make under any Finance Document.
- (b) No rental income payable to any Obligor is subject to a requirement to make a deduction or withholding for or on account of Tax from that rental income.

18.8 No filing or stamp Taxes

- (a) Under the laws of its Relevant Jurisdictions it is not necessary that the Finance Documents be registered, filed, recorded, notarised or enrolled with any court or other authority in that jurisdiction or that any stamp, registration, notarial or similar Taxes or fees be paid on or in relation to the Finance Documents or the transactions contemplated by the Finance Documents, except for the Registration Requirements and payment of associated fees, which registrations, filings, Taxes and fees will be made and paid promptly after the date of the relevant Security Document (and, in any event, by any relevant deadline under any applicable laws or, if earlier, the deadline under such Security Document).
- (b) Any disclosure required to be made by it to any relevant taxing authority in relation to stamp duty land tax payable on any transactions contemplated by or being financed by the Finance Documents has been made.

18.9 No Default

- (a) No Default is continuing or is reasonably likely to result from the making of the Utilisation or the entry into, or the performance of, or any transaction contemplated by, any Finance Document.
- (b) No other event or circumstance is outstanding which constitutes (or, with the expiry of a grace period, the giving of notice, the making of any determination or any combination of any of the foregoing, would constitute) a default or a termination event (however described) under any other agreement or instrument which is binding on it or to which any of its assets are subject which has or is reasonably likely to have a Material Adverse Effect.

18.10 Information

- (a) All information supplied by it or on its behalf to any Finance Party in connection with the Finance Documents was true and accurate in all material respects as at the date it was provided or as at any date at which it was stated to be given.
- (b) Any financial projections contained in the information referred to in paragraph (a) above have been prepared as at their date on the basis of recent historical information and on the basis of reasonable assumptions.
- (c) It has not omitted to supply any information which, if disclosed, would make the information referred to in paragraph (a) above untrue or misleading in any material respect.
- (d) As at the Utilisation Date, nothing has occurred since the date of the information referred to in paragraph (a) above which, if disclosed, would make that information untrue or misleading in any material respect.

18.11 Financial statements

- (a) The Original Financial Statements were prepared in accordance with GAAP consistently applied.
- (b) The Original Financial Statements give a true and fair view of (if audited) or fairly present (if unaudited) its financial condition as at the end of the relevant financial year and its results of operations during the relevant financial year.
- (c) There has been no material adverse change in its assets, business or financial condition since the date of the Original Financial Statements.

- (d) The most recent financial statements of the Borrower delivered pursuant to Clause 19.1 (*Financial statements*):
 - (i) have been prepared in accordance with GAAP ; and
 - (ii) give a true and fair view of (if audited) or (if unaudited) fairly present its financial condition as at the end of, and its results of operations during, the period to which they relate.
- (e) Since the date of the most recent financial statements delivered pursuant to Clause 19.1 (*Financial statements*) there has been no material adverse change in the business, assets or financial condition of the Borrower.

18.12 **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, except for obligations mandatorily preferred by law applying to companies generally or (in the case of the Guarantors) individuals generally.

18.13 **No proceedings**

- (a) No litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency which, if adversely determined, are reasonably likely to have a Material Adverse Effect has or have (to the best of its knowledge and belief (having made due and careful enquiry)) been started or threatened against it.
- (b) No judgment or order of a court, arbitral body or agency which is reasonably likely to have a Material Adverse Effect has (to the best of its knowledge and belief (having made due and careful enquiry)) been made against it.

18.14 **No breach of laws**

- (a) It has not breached any law or regulation which breach has or is reasonably likely to have a Material Adverse Effect.
- (b) No labour disputes are current or, to the best of its knowledge and belief (having made due and careful enquiry), threatened against it which have or are reasonably likely to have a Material Adverse Effect.

18.15 **Environmental compliance**

- (a) It is in compliance with Clause 22.9 (*Environmental matters*) and to the best of its knowledge and belief (having made due and careful enquiry) no circumstances have occurred which would prevent such compliance in a manner or to an extent which has or is reasonably likely to have a Material Adverse Effect.
- (b) No Environmental Claim has been commenced or (to the best of its knowledge and belief (having made due and careful enquiry)) is threatened against it where that claim has or is reasonably likely, if determined against it, to have a Material Adverse Effect.

18.16 **Taxation**

- (a) It has duly and punctually paid and discharged all Taxes imposed upon it or its assets within the time period allowed without incurring penalties (except to the extent that (i) payment is being contested in good faith, (ii) it has maintained adequate reserves for those Taxes, and (iii) payment can be lawfully withheld).

- (b) It is not materially overdue in the filing of any Tax returns.
- (c) No claims or investigations are being, or are reasonably likely to be, made or conducted against it with respect to Taxes, which claims have or could reasonably be expected to have a Material Adverse Effect.
- (d) In respect of the Borrower, it is resident for Tax purposes only in its jurisdiction of incorporation.

18.17 Good title to assets

It has a good, valid and marketable title to, or valid leases or licences of, or is otherwise entitled to use, the assets necessary to carry on its business as presently conducted.

18.18 Insolvency

No:

- (a) corporate action, legal proceeding or other procedure or step described in Clause 23.7 (*Insolvency proceedings – Borrower*) or Clause 23.8 (*Insolvency proceedings – Guarantors*); or
- (b) creditors' process described in Clause 23.9 (*Creditors' process*),

has been taken or, to the best knowledge and belief of each Obligor, threatened in relation to an Obligor; and none of the circumstances described in Clause 23.6 (*Insolvency*) applies to an Obligor.

18.19 Non-reliance

- (a) It is acting at arm's length and for its own account (as principal and not as agent or in any other capacity) in entering into the Finance Documents and neither the Lenders nor any of its Affiliates are acting as adviser to or as an agent or fiduciary for any Obligor.
- (b) It has made its own independent decision:
 - (i) to enter into the Finance Documents; and
 - (ii) as to whether the terms of the Finance Documents are appropriate or proper for it, in each case based upon its own judgment and independent professional advice.
- (c) It is not relying on any communication (written or oral) of any other Party:
 - (i) as investment or legal advice;
 - (ii) as a recommendation to enter into the Finance Documents; or
 - (iii) in respect of the accounting, regulatory or Tax treatment to be applied to the Finance Documents and the transactions contemplated by the Finance Documents.

It is capable of assessing the merits of and understanding (on its own behalf or as a result of having received independent professional advice), and understands and accepts, the terms, conditions and risks of the Finance Documents and the transactions contemplated by the Finance Documents.

18.20 Sanctions

- (a) Neither it nor (in the case of the Borrower) any of its Subsidiaries (nor any of their respective directors, officers, employees or, to the best of their knowledge agents, affiliates or other persons acting on behalf of it or such Subsidiary) is a Sanctions Restricted Person.
- (b) Neither it nor (in the case of the Borrower) any of its Subsidiaries (nor any of their respective directors, officers, employees or, to the best of their knowledge agents, affiliates or other persons acting on behalf of it or such Subsidiary) is, has been, or is engaged in any transaction, activity or conduct that could reasonably be expected to result in any person (including any person participating in any transaction as initial purchaser, adviser, investor or otherwise) being:
 - (i) in breach of Sanctions; or
 - (ii) a Sanctions Restricted Person.
- (c) Neither it nor (in the case of the Borrower) any of its Subsidiaries (nor any of their respective directors, officers, employees or, to the best of their knowledge agents, affiliates or other persons acting on behalf of it or such Subsidiary) has received notice of or is aware of any claim, action, suit, proceeding or investigation commenced against it by any Sanctions Authority with respect to Sanctions.

18.21 Anti-Bribery and Anti-Corruption Laws

- (a) It has not (and (in the case of the Borrower) none of its Subsidiaries and its and their respective directors, officers, agents or employees has) directly or indirectly used any proceeds of the Facility for any purpose which would breach any Anti-Bribery and Anti-Corruption Laws.
- (b) It has (and (in the case of the Borrower) each of its Subsidiaries has) conducted its businesses in compliance with applicable Anti-Bribery and Anti-Corruption Laws.
- (c) In respect of the Borrower, it maintains policies and procedures designed to promote and achieve compliance with such laws.
- (d) It (and (in the case of the Borrower) its Subsidiaries or its or their respective directors, officers, agents or employees) has not:
 - (i) directly or indirectly made, offered to make, promised to make or authorised the payment or giving of anything of value to any governmental official or any other person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any governmental official for the purpose of (A) influencing any act or decision of such governmental official in his official capacity; (B) inducing such governmental official to do or omit to do any act in relation to his lawful duty; (C) securing any improper advantage; or (D) inducing such governmental official to influence or affect any act or decision of any government entity, in order to assist it or (in the case of the Borrower) any of its Subsidiaries in obtaining or retaining business for or with, or directing business to it or (in the case of the Borrower) any of its Subsidiaries; or
 - (ii) received, directly or indirectly, any bribe, rebate, payoff, influence payment, kickback or other unlawful payment or improper transfer of value prohibited under any applicable Anti-Bribery and Anti-Corruption Laws.

18.22 **Anti-Money Laundering Laws and Anti-Terrorism Laws**

- (a) Neither it nor (in the case of the Borrower) any of its Subsidiaries has:
 - (i) dealt in, or otherwise engaged in any transaction relating to, any property or interest in property blocked pursuant to any Anti-Money Laundering Laws or Anti-Terrorism Laws; or
 - (ii) engaged in or conspired to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any Anti-Terrorism Laws or any Anti-Money Laundering Laws.
- (b) The operations of it and (in the case of the Borrower) each of its Subsidiaries are, and have been, conducted at all times in compliance with Anti-Money Laundering Laws and Anti-Terrorism Laws.
- (c) No action, suit or proceeding by or before any court or Governmental Agency or authority or body or any arbitrator involving it or (in the case of the Borrower) any of its Subsidiaries with respect to Anti-Money Laundering Laws or Anti-Terrorism Laws is pending and, to the best of its knowledge (after due and careful enquiry), no such actions, suits or proceedings are threatened or contemplated.

18.23 **Valuation**

- (a) All information supplied by it or on its behalf to the Valuer for the purposes of each Valuation was true and accurate in all material respects as at its date or (if appropriate) as at the date (if any) at which it is stated to be given.
- (b) Any financial projections contained in the information referred to in paragraph (a) above have been prepared as at their date, on the basis of recent historical information and on the basis of reasonable assumptions.
- (c) It has not omitted to supply any information to the Valuer which, if disclosed, would adversely affect the Valuation.
- (d) As at the Utilisation Date, nothing has occurred since the date the information referred to in paragraph (a) above was supplied which, if it had occurred prior to the Initial Valuation, would have adversely affected the Initial Valuation.

18.24 **Title to Property**

- (a) The Borrower is the sole legal and beneficial owner of and has good and marketable title to each Plantation Road Property.
- (b) HSP is the sole legal and beneficial owner of and has good and marketable title to the Portofino Property.
- (c) Each Government Lease is good, valid and subsisting and has in no way or manner become void or avoidable and that the moneys due under any covenant relating to each Property have been paid and any other covenants, terms and obligations relating to each Property to be performed and observed by the relevant Obligor have been duly paid, performed and observed.
- (d) No breach of any law, regulation or covenant is outstanding which adversely affects or might reasonably be expected to adversely affect the value, saleability or use of any Property.
- (e) There is no covenant, agreement, stipulation, reservation, condition, interest, right, easement or other matter whatsoever adversely affecting any Property.

- (f) Nothing has arisen or has been created or is outstanding which would be an overriding interest, or an unregistered interest which overrides first registration or a registered disposition, over any Property.
- (g) All facilities necessary for the enjoyment and use of a Property (including those necessary for the carrying on of its business at any Property) are enjoyed by that Property.
- (h) None of the facilities referred to in paragraph (g) above are enjoyed on terms:
 - (i) entitling any person to terminate or curtail its use of that Property; or
 - (ii) which conflict with or restrict its use of that Property.
- (i) No Obligor has received any notice of any adverse claim by any person in respect of the ownership of any Property or any interest in it which might reasonably be expected to be determined in favour of that person, nor has any acknowledgement been given to any such person in respect of that Property.
- (j) Each Property is held by the relevant Obligor free from any lease or licence (other than those expressly permitted pursuant to the terms of this Agreement).
- (k) All deeds and documents necessary to prove and give good and marketable title to an Obligor's interests in a Property will from the Utilisation Date be held by or to the order of the Security Agent.

18.25 Information for Property Report

- (a) The information supplied by it or on its behalf to the lawyers who prepared the Property Report for the purpose of the Property Report was true and accurate as at the date of the Property Report or (if appropriate) as at the date (if any) at which it is stated to be given.
- (b) The information referred to in paragraph (a) above was at the date it was expressed to be given complete and did not omit any information which, if disclosed would make that information untrue or misleading in any material respect.
- (c) As at the Utilisation Date, nothing has occurred since the date of any information referred to in paragraph (a) above which, if disclosed, would make that information untrue or misleading in any material respect.

18.26 Insurances

- (a) It is in compliance, in all material respects, with all of its obligations with respect to the Insurances.
- (b) All Insurances (other than any Insurance which is unconditionally terminable at the discretion of the insurer thereof) are in full force and effect and, to its best knowledge and belief, no event or circumstances has occurred (including without limitation any omission to disclose any material fact) which could validly entitle the relevant insurer(s) in respect of any such Insurance to terminate, rescind or otherwise avoid or reduce its liability under any such Insurance.
- (c) Each Insurance (which is unconditionally terminable at the discretion of the insurer thereof) is in full force and effect and it has not received any notice from any insurer(s) in respect of any such Insurance terminating, rescinding or otherwise avoiding or reducing its liability under any such Insurance (or purporting to do any of the foregoing).

- (d) All premiums and other monies due and owing by it under or in respect of any Insurance have been duly paid.
- (e) It has not assigned or transferred or granted to any third party any rights or interests under or in connection with, the Insurances or agreed to do any of the same except:
 - (i) in the case of the Borrower, prior to the Pay-off Time (Existing Facility A), pursuant to the Existing Facility A Mortgage;
 - (ii) in the case of HSP, prior to the date of the Deed of Release (Existing Facility B), pursuant to the Existing Facility B Mortgage and the Existing Facility B Rental Assignment; or
 - (iii) pursuant to any Security Agreement.

18.27 No other business

- (a) The Borrower has not traded or carried on any business since the date of its incorporation except for any business permitted under Clause 21.18 (*Holding Companies*).
- (b) As at the date of this Agreement, the Borrower is not a party to any material agreement other than the Finance Documents.
- (c) The Borrower does not hold or beneficially own any shares or equity interests in any person.
- (d) The Borrower:
 - (i) does not have, or has not had, any employees; and
 - (ii) does not have any obligation in respect of any retirement benefit or occupational pension scheme.

18.28 Legal and beneficial ownership

It is the sole legal and beneficial owner of the respective assets over which it purports to grant Security.

18.29 Ranking of Security

Subject to the Legal Reservations and Registration Requirements, the security conferred by each Security Document constitutes a first priority security interest of the type described, over the assets referred to, in that Security Document and those assets are not subject to any prior or *pari passu* Security, other than, in each case:

- (a) prior to the date of the Deed of Release (Existing Facility A), subject to the prior ranking Security under the Existing Facility A Mortgage; and
- (b) prior to the date of the Deed of Release (Existing Facility B), subject to the prior ranking Security under the Existing Facility B Mortgage.

18.30 Ownership

All the issued shares of the Borrower are (directly or indirectly) beneficially owned by HSP.

18.31 Authorised Signatories

In respect of the Borrower, any person specified as its authorised signatory under Schedule 2 (*Conditions Precedent*) or paragraph (e) of Clause 19.6 (*Information: miscellaneous*) is authorised to sign a Utilisation Request and other notices on its behalf.

18.32 **No immunity**

In any proceedings taken in relation to the Finance Documents to which it is a party, it will not be entitled to claim for itself or any of its assets immunity from suit, execution, attachment or other legal process.

18.33 **Private and commercial acts**

Its execution of the Finance Documents to which it is a party constitutes, and its exercise of its rights and performance of its obligations thereunder will constitute, private and commercial acts done and performed for private and commercial purposes.

18.34 **Repetition**

The Repeating Representations are deemed to be made by each Obligor by reference to the facts and circumstances then existing on the date of each Utilisation Request, on the Utilisation Date and the first day of each Interest Period.

19. **Information undertakings**

The undertakings in this Clause 19 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

19.1 **Financial statements**

The Borrower shall, promptly upon request, supply to the Agent in sufficient copies for all the Lenders any financial statements or management accounts of the Borrower.

19.2 **Compliance Certificate**

(a) The Borrower shall supply to the Agent:

- (i) with each set of financial statements delivered pursuant to Clause 19.1 (*Financial statements*);
- (ii) with each Valuation delivered to the Agent pursuant to Clause 19.5 (*Valuation*); and
- (iii) promptly upon receipt of each Valuation delivered by the Agent to the Borrower pursuant to Clause 19.5 (*Valuation*),

a Compliance Certificate.

(b) Each Compliance Certificate shall set out (in reasonable detail) computations as to compliance with Clause 20 (*Financial covenants*) as at:

- (i) in the case of a Compliance Certificate delivered pursuant to paragraph (a)(i) above, the date as at which those financial statements were drawn up; and
- (ii) in the case of a Compliance Certificate delivered pursuant to paragraph (a)(ii) or (a)(iii) above, the date of the relevant Valuation.

(c) Each Compliance Certificate shall be signed by a director of the Borrower.

19.3 **Requirements as to financial statements**

(a) Each set of financial statements delivered by the Borrower pursuant to Clause 19.1 (*Financial statements*) shall be certified by a director of the Borrower and (in the case of any such financial statements which are unaudited) by a Qualified Accountant as giving a true and fair view of (in the case of any such financial statements which are audited), or fairly presenting (in the case of any

such financial statements which are unaudited) its financial condition, and its results of operations as at the end of and for the period in relation to which those financial statements were drawn up.

- (b) The Borrower shall procure that each set of financial statements delivered pursuant to Clause 20.1 (*Financial statements*) is prepared using GAAP, accounting practices and financial reference periods consistent with those applied in the preparation of the Original Financial Statements unless, in relation to any set of financial statements, it notifies the Agent that there has been a change in GAAP, the accounting practices or reference periods and its auditors (or, if appropriate, the auditors of the person) deliver to the Agent:
- (i) a description of any change necessary for those financial statements to reflect the GAAP, accounting practices and reference periods upon which the Original Financial Statements were prepared; and
 - (ii) sufficient information, in form and substance as may be reasonably required by the Agent, to enable the Lenders to make an accurate comparison between the financial position indicated in those financial statements and the Original Financial Statements.

Any reference in this Agreement to those financial statements shall be construed as a reference to those financial statements as adjusted to reflect the basis upon which the Original Financial Statements were prepared.

19.4 **Monitoring of Property**

- (a) On or before the date falling 10 Business Days after each Quarter Date, the Borrower must supply to the Agent a report containing the following information, in form and substance satisfactory to the Agent, in respect of the quarterly period ending on that Quarter Date:
- (i) details of any negotiations or discussions relating to the disposal of any Property;
 - (ii) details of any real estate brokers or agents engaged in connection with the disposal of any Property;
 - (iii) details of any indicative offers or interests received from any likely buyer of a Property; and
 - (iv) any other information in relation to a Property reasonably requested by the Agent.
- (b) The Borrower must, promptly and in any event within seven days of becoming aware, notify the Agent of:
- (i) any likely occupational tenant of any part of a Property; and
 - (ii) any likely buyer of any part of a Property (including terms of reference).

19.5 **Valuation**

- (a) The Agent may request a Valuation at any time.
- (b) In addition to paragraph (a) above:
- (i) the Borrower shall (at its cost) supply to the Agent (in sufficient copies for all the Lenders) a full Valuation dated not earlier than 30 days prior to the date of the delivery of that Valuation:

- (A) on or prior to each Half Yearly Date but such delivery shall be no earlier than the date falling five Business Days prior to that Half Yearly Date; and
- (B) within 30 days from the date on which the Agent notifies the Borrower of a request for a Valuation; and
- (ii) if the Borrower fails to deliver any of the Valuations pursuant to paragraph (i) above, the Agent may obtain such a full Valuation.
- (c) The Borrower shall within five Business Days of demand (or, if later, by the date specified on the relevant invoice) pay to the Agent or to its order the costs of:
 - (i) the Initial Valuation;
 - (ii) each Valuation obtained by the Agent pursuant to paragraph (a) above; and
 - (iii) a Valuation obtained by the Agent pursuant to paragraph (b)(ii) above.
- (d) The Borrower must supply to the Agent (in sufficient copies for all the Lenders) a copy of any valuation of a Property an Obligor obtains, promptly upon obtaining it.
- (e) The Agent shall supply to the Borrower and each Lender a copy of any Valuation it obtains, as soon as reasonably practicable upon obtaining it.
- (f) The Obligors shall permit and provide each of the Agent, the Valuer and their respective agents and advisers such access, assistance and information as the Agent or the Valuer may reasonably request for the purposes of a Valuation.

19.6 Information: miscellaneous

The Borrower shall supply to the Agent (in sufficient copies for all the Lenders, if the Agent so requests):

- (a) at the same time as they are dispatched, copies of all documents dispatched by the Borrower to its shareholders generally (or any class of them) or its creditors generally (or any class of them) at the same time as they are dispatched;
- (b) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings or investigations which are current, threatened or pending against any Obligor, and which, if adversely determined, are reasonably likely to have a Material Adverse Effect;
- (c) promptly upon becoming aware of them, the details of any judgment or order of a court, arbitral body or agency which is made against any Obligor;
- (d) promptly, such information as the Security Agent may reasonably require about the Security Assets and compliance of the Obligors with the terms of any Security Document;
- (e) 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
- (f) promptly, such further information regarding the financial condition, business, property (including any Property) and operations of any Obligor as any Finance Party (through the Agent) may reasonably request.

19.7 Notification of Default

- (a) Each Obligor shall notify the Agent of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence (unless that Obligor is aware that a notification has already been provided by another Obligor).
- (b) Promptly upon a request by the Agent, each Obligor shall supply to the Agent a certificate signed by (in respect of the Borrower) a director on its behalf or (in respect of a Guarantor) that Guarantor 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).

19.8 Know your customer checks

- (a) If:
 - (i) the introduction of or any change in (or in the interpretation, administration or application of) any law or regulation made after the date of this Agreement;
 - (ii) any change in the status of an Obligor (or of a Holding Company of the Borrower) or the composition of the shareholders of the Borrower (or of a Holding Company of the Borrower) after the date of this Agreement; or
 - (iii) a proposed assignment or transfer by a Lender of any of its rights and/or obligations under this Agreement to a party that is not a Lender prior to such assignment or transfer,

obliges the Agent, the Security Agent or any Lender (or, in the case of paragraph (iii) above, any prospective new Lender) to comply with "know your customer" or similar identification procedures in circumstances where the necessary information is not already available to it, each Obligor shall promptly upon the request of the Agent, the Security Agent or any Lender supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself or the Security Agent or on behalf of any Lender) or any Lender (for itself or, in the case of the event described in paragraph (iii) above, on behalf of any prospective new Lender) in order for the Agent, the Security Agent, such Lender or, in the case of the event described in paragraph (iii) above, any prospective new Lender to carry out and be satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

- (b) Each Lender shall promptly upon the request of the Agent supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Agent (for itself and the Security Agent) in order for the Agent and the Security Agent to carry out and be satisfied they have complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations pursuant to the transactions contemplated in the Finance Documents.

20. Financial covenants

20.1 Definitions

In this Agreement:

“**LTV Ratio**” means, at any time, the ratio (expressed as a percentage) of:

- (a) the outstanding principal amount of the Loan at such time; to

- (b) the market value of the Properties (determined in accordance with the most recent Valuation delivered to the Agent pursuant to Clause 4.1 (*Initial conditions precedent*) or Clause 19.5 (*Valuation*) at that time).

20.2 LTV

- (a) The Obligors must ensure that the LTV Ratio does not, at any time, exceed 75 per cent.

20.3 Testing

The LTV Ratio shall be tested by reference to the latest Valuation delivered to or obtained by the Agent pursuant to Clause 19.5 (*Valuation*) and each Compliance Certificate delivered pursuant to Clause 19.2 (*Compliance Certificate*).

21. General undertakings

The undertakings in this Clause 21 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

21.1 Authorisations

Each Obligor 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 Agent of,

any Authorisation required under any law or regulation of a Relevant Jurisdiction to:

- (i) enable it to perform its obligations under the Finance Documents and to ensure the legality, validity, enforceability or admissibility in evidence of any Finance Document; and
- (ii) own its assets and carry on its business as it is being conducted.

21.2 Compliance with laws

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

21.3 Negative pledge

In this Clause 21.3, "**Quasi-Security**" means an arrangement or transaction described in paragraph (b) below.

- (a) The Borrower shall not create or permit to subsist any Security over any of its assets.
- (b) The Borrower shall not:
 - (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 an Obligor or any Affiliate of an Obligor;
 - (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 any Security or (as the case may be) Quasi-Security listed below:
 - (i) the Transaction Security;
 - (ii) prior to the date of the Deed of Release (Existing Facility A), the Security under the Existing Facility A Mortgage;
 - (iii) the Security under the legal charge dated 4 July 2025 executed by the Borrower in favour of UOB Kay Hian Credit Pte. Ltd. over the Borrower Portofino Property;
 - (iv) any lien arising by operation of law and in the ordinary course of trading and not as a result of any default or omission by the Borrower and provided that the debt which is secured thereby is paid when due or contested in good faith by appropriate proceedings and properly provisioned;
 - (v) any netting or set-off arrangement entered into by the Borrower in the ordinary course of its banking arrangements for the purpose of netting debit and credit balances; or
 - (vi) any Security or Quasi-Security created with the prior written consent of the Agent.
- (d) HSP shall not create or permit to subsist any Security or Quasi-Security over any of its Security Assets (including any part of the Portofino Property) other than:
 - (i) prior to the date of the Deed of Release (Existing Facility B), the Security under the Existing Facility B Mortgage and the Existing Facility B Rental Assignment;
 - (ii) the Transaction Security; or
 - (iii) with the prior written consent of the Agent.

21.4 Disposals

- (a) The Borrower shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to dispose of all or any part of any asset.
- (b) Paragraph (a) above does not apply to any sale, lease, transfer or other disposal:
 - (i) arising as a result of a transaction permitted under Clause 21.3 (*Negative pledge*);
 - (ii) any disposal of any Property in accordance with paragraph (e) below or Clause 21.22 (*Property disposal special conditions*); or
 - (iii) made with the prior written consent of the Agent.
- (c) HSP shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer or otherwise dispose of any of its Security Assets (including any part of the Portofino Property).

- (d) Paragraph (c) above does not apply to:
- (i) any sale, lease, transfer or other disposal arising as a result of a transaction permitted under Clause 21.3 (*Negative pledge*);
 - (ii) any lease of the Portofino Property permitted under Clause 22.2 (*Occupational leases*);
 - (iii) any disposal of any Property in accordance with paragraph (e) below or Clause 21.22 (*Property disposal special conditions*); or
 - (iv) any sale, lease, transfer or other disposal made with the prior written consent of the Agent.
- (e) The Borrower or HSP may dispose of all or part of any Property if:
- (i) the Agent has given its prior written consent to that disposal;
 - (ii) no Default is continuing or would result from that disposal; and
 - (iii) that disposal is on arm's length terms to an unrelated third party,
- provided that, for the avoidance of doubt, the reference to “**dispose**” in this paragraph shall not include any lease of any Property permitted under Clause 22.2 (*Occupational leases*).
- (f) The Obligors must ensure that all Disposal Proceeds are applied in accordance with Clause 7.3 (*Mandatory prepayment – Disposal Proceeds*).
- (g) Any part of a Property, if disposed of in accordance with paragraph (e) above or Clause 21.22 (*Property disposal special conditions*), will cease to be a part of that Property.

21.5 **Financial Indebtedness**

- (a) The Borrower shall not incur or permit to be outstanding any Financial Indebtedness.
- (b) Paragraph (a) above does not apply to:
- (i) any Financial Indebtedness incurred under the Finance Documents; or
 - (ii) any Financial Indebtedness incurred with the prior written consent of the Agent.

21.6 **Lending and guarantees**

- (a) The Borrower shall not make or allow to subsist any loans, grant any credit or give or allow to remain outstanding any guarantee to or for the benefit of any person or otherwise voluntarily assume any liability, whether actual or contingent, in respect of any obligation of any person.
- (b) Paragraph (a) above does not apply to:
- (i) any guarantee or indemnity constituting Financial Indebtedness permitted under Clause 21.5 (*Financial Indebtedness*);
 - (ii) any loan made by the Borrower to the other Obligors for the purpose of repayment of any outstanding amounts under the Existing Facility A by the Obligors in full, provided that (A) such loan is only made available on the Utilisation Date and following which no further amounts are made available and (B) the aggregate amount of such Loans does not exceed an amount equal to HK\$57,000,000;
 - (iii) any loan made by the Borrower to each Existing Facility B Borrower for the purpose of repayment of any outstanding amounts under the Existing Facility B in full by that Existing

Facility B Borrower, provided that (A) such loan is only made available on the Utilisation Date and following which no further amounts are made available and (B) the aggregate amount of such Loans does not exceed an amount equal to HK\$25,333,162.10;

- (iv) any loan made by the Borrower to HSW in accordance with Clause 7.5 (*Application of mandatory prepayments*); or
- (v) any loan or guarantee made or incurred with the prior written consent of the Agent.

21.7 Merger

The Borrower shall not enter into any amalgamation, demerger, merger or corporate reconstruction, or any action that may result in it ceasing to be registered under the laws of its jurisdiction of incorporation.

21.8 Acquisitions

The Borrower shall not acquire any company, business, assets or undertaking or make any investment or joint ventures.

21.9 Preservation of assets

The Borrower shall maintain in good working order and condition (ordinary wear and tear excepted) all of its assets necessary or desirable in the conduct of its business.

21.10 Shares, dividends and share redemption

- (a) The Borrower shall not issue any further shares or amend any rights attaching to its issued shares.
- (b) The Borrower shall not:
 - (i) declare, make or pay any dividend, charge, fee or other distribution (or interest on any unpaid dividend, charge, fee or other distribution) (whether in cash or in kind) on or in respect of its share capital (or any class of its share capital);
 - (ii) repay or distribute any dividend or share premium reserve;
 - (iii) pay any management, advisory or other fee to or to the order of any of its shareholders; or
 - (iv) redeem, repurchase, defease, retire or repay any of its share capital or resolve to do so.

21.11 Environmental compliance

The Borrower shall comply in all material respects with all Environmental Law, obtain and maintain any Environmental Permits and take all reasonable steps in anticipation of known or expected future changes to or obligations under Environmental Law or any Environmental Permits.

21.12 Environmental Claims

The Borrower shall notify the Agent as soon as reasonably practicable upon becoming aware of:

- (a) any Environmental Claim which has been commenced or (to the best of its knowledge and belief after having made due and reasonable inquiry) is threatened against it; or
- (b) any facts or circumstances which will or might reasonably be expected to result in any Environmental Claim being commenced or threatened against it,

in each case, where such Environmental Claim might reasonably be expected, if determined against it, to have a Material Adverse Effect.

21.13 Access

Each Obligor shall permit the Agent and/or the Security Agent and/or accountants, professional advisers, contractors, agent and/or other representatives of the Agent or Security Agent free access at all reasonable times and on reasonable notice at the risk and cost of the Borrower to each Property and the premises, assets, books, accounts and records of the Borrower.

21.14 Sanctions

- (a) Each Obligor shall not (and the Borrower shall ensure that none of its Subsidiaries and none of its or their respective directors, officers, agents or employees will) directly or indirectly utilise any proceeds of the Facility or lend, contribute or otherwise make available any such proceeds to any Subsidiary or other person where the purpose or effect of such monies being used, lent, contributed or otherwise made available:
- (i) is to fund or facilitate any activity that would at that time be in breach of Sanctions or be an activity with, or for the benefit of, a Sanctions Restricted Person or any country or territory that is the subject or target of any Sanctions (including Cuba, Iran, North Korea, the Crimea, Donetsk and Luhansk regions of Ukraine, the occupied territories of Kherson and Zaporizhzhia regions, the Russian Federation and Syria); or
 - (ii) could reasonably be expected to result in a breach of Sanctions by the Agent and/or Lender.
- (b) Each Obligor shall not (and the Borrower shall ensure that none of its Subsidiaries and none of its or their respective directors, officers, agents or employees will) directly or indirectly fund all or any part of a payment to the Agent out of proceeds derived from any business or transaction which is prohibited by Sanctions, which is with a Sanctions Restricted Person or which would otherwise result in a breach of Sanctions by the Agent.
- (c) The Borrower shall implement and maintain appropriate policies and procedures to prevent any action being taken which would be contrary to paragraph (a) or (b) above.

21.15 Anti-Bribery and Anti-Corruption Laws

- (a) The Obligors shall not (and the Borrower must ensure that none of its Subsidiaries and its and their respective directors, officers, agents or employees will) directly or indirectly use any proceeds of the Facility for any purpose which would breach any Anti-Bribery and Anti-Corruption Laws.
- (b) The Obligors shall (and the Borrower must ensure that each of its Subsidiaries will) conduct their businesses in compliance with applicable Anti-Bribery and Anti-Corruption Laws.
- (c) The Borrower shall maintain policies and procedures designed to promote and achieve compliance with such laws.
- (d) The Obligors shall not (and the Borrower shall ensure that none of its Subsidiaries or its or their respective directors, officers, agents or employees will):
- (i) directly or indirectly make, offer to make, promise to make or authorise the payment or giving of anything of value to any governmental official or any other person, while knowing that all or a portion of such money or thing of value will be offered, given or promised, directly or indirectly, to any governmental official:

- (A) for the purpose of (1) influencing any act or decision of such governmental official in his official capacity; (2) inducing such governmental official to do or omit to do any act in relation to his lawful duty; (3) securing any improper advantage; or (4) inducing such governmental official to influence or affect any act or decision of any government entity; or
- (B) in order to assist it or any of its Subsidiaries in obtaining or retaining business for or with, or directing business to it or any of its Subsidiaries; or
- (ii) receive, directly or indirectly, any bribe, rebate, payoff, influence payment, kickback or other unlawful payment or improper transfer of value prohibited under any applicable Anti-Bribery and Anti-Corruption Laws.

21.16 Anti-Money Laundering Laws and Anti-Terrorism Laws

- (a) The Obligors shall not (and the Borrower shall ensure that none of its Subsidiaries, and its and their respective directors, officers, agents or employees will) directly or indirectly use any proceeds from the Facility for any purpose which would breach any Anti-Money Laundering Laws or any Anti-Terrorism Laws or lend, invest, contribute or otherwise make available any proceeds from the Facility to or for the benefit of any Subsidiary joint venture partner or any other individual or entity in a manner that will result in a violation of any Anti-Money Laundering Laws and Anti-Terrorism Laws.
- (b) The Obligors shall (and the Borrower shall ensure that its Subsidiaries and each of its and their respective directors, officers, agents or employees will) conduct its operations at all times in compliance with Anti-Money Laundering Laws and Anti-Terrorism Laws.
- (c) The Obligors shall not (and the Borrower shall ensure that none of its and their Subsidiaries and none of its and their respective directors, officers, agents or employees will):
 - (i) deal in, or otherwise engage in any transaction relating to, any property or interest in property blocked pursuant to any Anti-Money Laundering Laws or Anti-Terrorism Laws; or
 - (ii) engage in or conspire to engage in any transaction that evades or avoids, or has the purpose of evading or avoiding, or attempts to violate, any Anti-Money Laundering Laws or Anti-Terrorism Laws.

21.17 Taxes

- (a) Each Obligor must pay all Taxes due and payable by it prior to the accrual of any fine or penalty for late payment.
- (b) The Borrower must ensure that its residence for Tax purposes is in its Original Jurisdiction.

21.18 Holding Companies

- (a) The Borrower shall not trade, carry on any business, own any material assets or incur any material liabilities, indebtedness or commitments (whether actual or contingent) except for:
 - (i) ownership of credit balances in bank account;
 - (ii) ownership, management and administration of each Plantation Road Property and the Borrower Portofino Property;

- (iii) any rights and obligations (including any performance or enforcement thereof) under the Finance Documents to which it is a party;
 - (iv) administrative activities necessary to maintain tax status in its jurisdiction of incorporation and making claims (and the receipt of any related proceeds) for rebates or indemnification with respect to Taxes;
 - (v) activities in connection with any litigation or court or other proceedings that are in each case being contested by it in good faith;
 - (vi) the incurrence of any Financial Indebtedness permitted to be incurred by it under this Agreement; and
 - (vii) the grant of any Security, guarantee, indemnity or loan permitted to be granted by it under this Agreement.
- (b) The Borrower shall not hold or beneficially own any shares or equity interests in any persons.

21.19 Use of facility proceeds

- (a) The Borrower must not use the proceeds of the Facility for any purpose other than as set out in Clause 3 (*Purpose*).
- (b) The Borrower shall ensure that no proceeds of the Facility are used in a way in conflict with any applicable laws and regulations.

21.20 Nationality

Each Guarantor shall not change his nationality or the jurisdiction of his domicile or residence without the prior written consent of the Agent.

21.21 Share Capital

The Borrower shall ensure that its paid-up share capital will not at any time fall below HKD1,000,000 (or equivalent).

21.22 Property disposal special conditions

- (a) Each Obligor shall ensure that, on or prior to the day falling four Months from the Utilisation Date, a provision sale and purchase agreement is entered into with a person (in form and substance satisfactory to the Agent) for the purchase of any of the Plantation Road Property A, the Plantation Road Property B or the Portofino Property where:
 - (i) the relevant GPSF is at least an amount which is satisfactory to the Agent for the Property subject to that provisional sale and purchase agreement; and
 - (ii) the disposal of such Property shall complete on a date which is no later than 60 days from the day falling four Months from the Utilisation Date; and
 - (iii) a valid, binding and enforceable sale and purchase agreement reflecting the above shall be entered into within 14 days from the date of such provisional sale and purchase agreement.
- (b) Each Obligor shall ensure that, on or prior to the day falling seven Months from the Utilisation Date, a provision sale and purchase agreement is entered into with a person (in form and substance satisfactory to the Agent) for the purchase of at least two Properties where:

- (i) the relevant GPSF is at least an amount which is satisfactory to the Agent for each such Property subject to that provisional sale and purchase agreement; and
 - (ii) the disposal of such Property shall complete on a date which is no later than 60 days from the day falling seven Months from the Utilisation Date; and
 - (iii) a valid, binding and enforceable sale and purchase agreement reflecting the above shall be entered into within 14 days from the date of such provisional sale and purchase agreement.
- (c) Each Obligor shall ensure that, on or prior to the day falling ten Months from the Utilisation Date, a provision sale and purchase agreement is entered into with a person (in form and substance satisfactory to the Agent) for the purchase of all the Properties where:
- (i) the relevant GPSF is at least an amount which is satisfactory to the Agent for each Property subject to that provisional sale and purchase agreement; and
 - (ii) the disposal of such Property shall complete on a date which is no later than 60 days from the day falling ten Months from the Utilisation Date; and
 - (iii) a valid, binding and enforceable sale and purchase agreement reflecting the above shall be entered into within 14 days from the date of such provisional sale and purchase agreement.
- (d) If a Trigger Event occurs the Borrower shall:
- (i) on the date of that Trigger Event, notify the Agent of the occurrence of such Trigger Event and specifying whether the Borrower will prepay the Loan or pay a fee to the Agent (for the account of all the Lenders), in each case, in accordance with paragraph (ii) below; and
 - (ii) either:
 - (A) prepay the Loan by an amount at least equal to HK\$30,000,000 (or, if less, the principal amount of the Loan outstanding) in accordance with Clause 7.4 (*Voluntary prepayment of Loan*); or
 - (B) pay to the Agent (for the account of all the Lenders) a fee equal to two per cent. of the aggregate principal amount of (x) the Loan, and (y) all loans under the Loan 2 Facility Documents, in each case outstanding as at the date of such Trigger Event,
- and, provided that the Borrower has complied with either paragraph (ii)(A) or (ii)(B) above, no Event of Default shall occur as a result of such Trigger Event.
- (e) If either an Event of Default has occurred and is continuing or a Trigger Event has occurred and the Borrower has specified that it will pay a fee to the Agent (for the account of all the Lenders) in accordance with paragraph (d)(ii)(B) above in respect of that Trigger Event:
- (i) subject to paragraph (f) below, if a Relevant Obligor receives an offer or confirmation (whether by way of an auction, tender or otherwise) from any person (a "**Purchaser**") for the purchase of one or more Property held by it at a Relevant GPSF which is at least the Target GPSF for each Property subject to that offer or confirmation, that Relevant Obligor shall:

- (A) promptly and in any event within one Business Day of receipt of such offer or confirmation, notify the Agent of the details of such offer including the aggregate consideration, the gross price per square feet of each Property subject to that offer or confirmation, the identity of that Purchaser, each Property which is the subject of that offer or confirmation, the proposed completion date and any other terms and conditions applicable to that offer or confirmation;
 - (B) if directed by the Agent, enter into a valid, binding and enforceable SPA with that Purchaser reflecting the Relevant GPSF which relates to that offer or confirmation;
 - (C) within one Business Day of entering into an SPA with that Purchaser, provide a copy of that SPA to the Agent; and
- (ii) subject to paragraph (f) below, each Relevant Obligor shall, within three Business Days of the date on which the Agent delivers an SPA for the disposal of one or more Properties to that Relevant Obligor where the Relevant GPSF of each Property subject to that SPA is at least the Target GPSF, sign, execute and put into effect that SPA to which it is a party.
- (f) Each Relevant Obligor shall only be required to comply with its obligations under paragraph (e) above for so long as:
- (i) on and from the date on which the Trigger Event (A) occurs up to but excluding the date falling seven Months from the Utilisation Date, no more than one Property have been or will be disposed by the Relevant Obligors under paragraph (e) above;
 - (ii) on and from the date on which the Trigger Event (B) occurs up to but excluding the date falling ten Months from the Utilisation Date, no more than two Properties have been or will be disposed by the Relevant Obligors under paragraph (e) above; and
 - (iii) on and from the date on which the Trigger Event (C) occurs, no more than all of the Properties have been or will be disposed by the Relevant Obligors under paragraph (e) above.
- (g) In this Clause 21.22:
- "Target GPSF"** means:
- (a) from and including the date falling four Months after the Utilisation Date to but excluding the date falling seven Months after the Utilisation Date:
 - (A) in respect of any Plantation Road Property, HK\$20,444.22;
 - (B) in respect of the Portofino Property, HK\$12,350.84;
 - (b) from and including the date falling seven Months after the Utilisation Date to but excluding the date falling ten Months after the Utilisation Date:
 - (A) in respect of any Plantation Road Property, HK\$18,172.64;
 - (B) in respect of the Portofino Property, HK\$10,978.52;
 - (c) from and including the date falling ten Months after the Utilisation Date:
 - (A) in respect of any Plantation Road Property, HK\$14,765.27;

(B) in respect of the Portofino Property, HK\$8,920.05.

A "**Trigger Event (A)**" shall occur if:

- (a) an Obligor fails to enter into a provisional sale and purchase agreement in respect of a sale of a Property in accordance with paragraph (a) of Clause 21.22; or
- (b) an Obligor:
 - (i) has entered into a provisional sale and purchase agreement or a sale and purchase agreement in respect of a sale of a Property in accordance with paragraph (a) of Clause 21.22; and
 - (ii) such property has not been disposed pursuant to such provisional sale and purchase agreement or sale and purchase agreement (as the case may be).

A "**Trigger Event (B)**" shall occur if:

- (a) an Obligor fails to enter into a provisional sale and purchase agreement in respect of a sale of a Property in accordance with paragraph (b) of Clause 21.22; or
- (b) an Obligor:
 - (i) has entered into a provisional sale and purchase agreement or a sale and purchase agreement in respect of a sale of a Property in accordance with paragraph (b) of Clause 21.22; and
 - (ii) such property has not been disposed pursuant to such provisional sale and purchase agreement or sale and purchase agreement (as the case may be).

A "**Trigger Event (C)**" shall occur if:

- (a) an Obligor fails to enter into a provisional sale and purchase agreement in respect of a sale of a Property in accordance with paragraph (c) of Clause 21.22; or
- (b) an Obligor:
 - (i) has entered into a provisional sale and purchase agreement or a sale and purchase agreement in respect of a sale of a Property in accordance with paragraph (c) of Clause 21.22; and
 - (ii) such property has not been disposed pursuant to such provisional sale and purchase agreement or sale and purchase agreement (as the case may be).

"**Trigger Event**" means any of Trigger Event (A), Trigger Event (B) or Trigger Event (C).

21.23 **Conditions subsequent**

- (a) Each Obligor shall ensure that, on the Utilisation Date, all of the following documents and evidence are delivered to the Agent in form and substance satisfactory to the Agent:
 - (i) each Security Agreement;
 - (ii) all documents of title required to be delivered under each Security Agreement;

- (iii) all notices, acknowledgements and other documents required to be delivered under each Security Agreement duly executed by each Obligor thereto, and evidence of delivery of all such notices and documents;
 - (iv) all title deeds and documents of each Property;
 - (v) evidence that the Existing Facility A has been repaid and discharged in full;
 - (vi) evidence that the Existing Facility B has been repaid and discharged in full; and
 - (vii) a legal opinion in relation to Hong Kong law from Linklaters addressed to the Original Lender, the Agent and the Security Agent.
- (b) Each Obligor shall ensure that, on or prior to the date falling 14 Business Days from the Utilisation Date, all of the following documents and evidence are delivered to the Agent in form and substance satisfactory to the Agent:
- (i) the Deed of Release (Existing Facility A) duly executed by each party thereto; and
 - (ii) the Deed of Release (Existing Facility B) duly executed by each party thereto.
- (c) Each Obligor shall ensure that, on or prior to the date falling 19 Business Days from the Utilisation Date, all of the following documents and evidence are delivered to the Agent in form and substance satisfactory to the Agent:
- (i) evidence that each registration, memorial and filing of the particulars of release of the existing Security under the Existing Facility A Mortgage, Existing Facility B Mortgage and the Existing Facility B Rental Assignment have been lodged to the Land Registry of Hong Kong for registration; and
 - (ii) copy of a Land Registry search for the Portofino Property showing that the particulars of releases the subject of the Deed of Release (Existing Facility A) and Deed of Release (Existing Facility B) have been lodged to the Land Registry of Hong Kong for registration.

21.24 **Pari passu ranking**

Each Obligor 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, except for obligations mandatorily preferred by law applying to companies generally or (in the case of each Guarantor) individuals generally.

21.25 **Arm's length basis**

- (a) The Borrower shall not enter into any transaction with any person, except in the ordinary course of trading on arm's length terms and for full market value.
- (b) Paragraph (a) above does not apply to any loan expressly permitted to be made under paragraphs (b)(ii) and (b)(iii) of Clause 21.6 (*Lending and guarantees*).

21.26 **Constitutional documents**

The Borrower shall not, without the prior written consent of the Agent (acting on the instructions of the Majority Lenders):

- (a) amend its memorandum or articles of association or other constitutional documents except (i) to the extent that such amendment is mandatorily required by the laws of its

Original Jurisdiction which apply to companies generally, or (ii) such amendment is required under the terms of this Agreement; or

- (b) enter into any agreement with any of its shareholders (other than any agreement permitted under a Finance Document).

22. **Property Undertakings**

22.1 **Title**

- (a) Each Obligor must exercise its rights and comply in all respects with any covenant, condition, stipulation or obligation (restrictive or otherwise) at any time affecting its Property (including the covenants, conditions, stipulations or obligations (restrictive or otherwise) in the Government Lease).
- (b) Each Obligor shall not, without the prior written consent of the Agent (acting on the instructions of the Majority Lenders), agree to any amendment, supplement, waiver, surrender or release of any covenant, condition, stipulation or obligation (restrictive or otherwise) at any time affecting its Property (including the covenants, conditions, stipulations or obligations (restrictive or otherwise) in the Government Lease).
- (c) No Obligor may, without the prior written consent of the Agent (acting on the instructions of the Majority Lenders), enter into any strata title arrangements in respect of its Property, or enter into any deed of mutual covenant (or any document of similar nature with the effect of regulating the respective rights and obligations of co-owners) in respect of its Property.
- (d) Each Obligor must promptly take all such steps as may be necessary or desirable to enable the Security created by each Security Agreement to be registered, where appropriate, at the Land Registry of Hong Kong within one Month of the date of creation of such Security.

22.2 **Occupational leases**

- (a) No Obligor may, without the prior written consent of the Agent:
 - (i) enter into any Lease Agreement (other than any Lease Agreement which has been entered into by an Obligor prior to the date of this Agreement);
 - (ii) agree to any amendment, supplement, extension, waiver, surrender or release in respect of any Lease Agreement;
 - (iii) exercise any right to renew, break, determine, surrender or extend any Lease Agreement;
 - (iv) commence any proceedings (whether forfeiture, irritancy or otherwise) in respect of any Lease Agreement;
 - (v) grant any licence or right to use or occupy or possess any part of its Property;
 - (vi) consent to any sublease, novation or assignment of any tenant's interest under any Lease Agreement;
 - (vii) agree to any change of use under, or (except where required to do so under the terms of the relevant Lease Agreement) rent review in respect of, any Lease Agreement; or

- (viii) serve any notice on any former tenant, licensee, occupier or possessor under any Lease Agreement (or on any guarantor of that former tenant, licensee, occupier or possessor) which would entitle it to a new lease, tenancy, licence or right to use or occupy or possess.
- (b) Each Obligor must:
 - (i) diligently collect or procure to be collected all rent, licence fee or any consideration for granting of any right to use, occupy and/or possession payable under any Lease Agreement;
 - (ii) exercise its rights and comply with its obligations under each Lease Agreement; and
 - (iii) use its reasonable endeavours to ensure that each tenant, licensee, occupier or possessor complies with its obligations under each Lease Agreement,in a proper and timely manner.
- (c) Each Obligor must supply to the Agent a copy of each Lease Agreement, a copy of each amendment, supplement or extension to a Lease Agreement and a copy of each document recording any rent review in respect of a Lease Agreement promptly upon entering into the same.
- (d) Each Obligor must, if requested to do so by the Agent, use their reasonable endeavours to find tenants for any vacant lettable space in its Property with a view to granting a Lease Agreement with respect to that space.

22.3 Maintenance

- (a) Each Obligor must ensure that all buildings, plant, machinery, fixtures and fittings on its Property are in, and maintained in:
 - (i) good and substantial repair and condition and, as appropriate, in good working order to the satisfaction of the relevant Governmental Agencies; and
 - (ii) such repair, condition and, as appropriate, good working order as to enable them to be let in accordance with all applicable laws and regulations.
- (b) Each Obligor must carry out any energy efficiency improvements necessary, or take any other steps necessary, to ensure that at all times each part of its Property which is designed to be let can be let or can continue to be let without breaching any applicable laws or regulations in respect of minimum levels of energy efficiency for properties.
- (c) Each Obligor must pay:
 - (i) the government rent, management and maintenance charges, instalments of premium (if any) and other moneys or proportions thereof payable in respect of its Property or as required under the Government Lease and/or (if applicable) the deed of mutual covenant and management agreement or otherwise affecting its Property;
 - (ii) the charges and expenses for electricity, water, gas and other utilities and all rates and taxes assessed on its Property; and
 - (iii) expenses for all repairs of its Property as may be necessary under the Government Lease and/or (if applicable) the deed of mutual covenant and management agreement or otherwise affecting its Property,

and will at all times keep the Security Agent indemnified against all actions, suits, claims, costs and expenses which may be incurred or sustained by it on account of the non-payment of the premium or other moneys (if any) or government rent, property tax, rates, charges, outgoings and impositions or any part thereof or the breach or non-performance of the covenants, obligations and agreements herein contained.

22.4 **Development**

- (a) Each Obligor shall not:
- (i) make or allow to be made any application for any building works (whether addition and alteration works, minor works or exempted works whatsoever, irrespective whether it is necessary to apply for any approval or consent by the Building Authority under the Buildings Ordinance) or planning permission (whether to the Town Planning Board or the Planning Department in accordance with the Town Planning Ordinance) in respect of any part of its Property; or
 - (ii) carry out, or allow to be carried out, any demolition, construction, structural alterations or additions, development, redevelopment, or other similar operations in respect of any part of its Property.
- (b) Paragraph (a) above shall not apply to:
- (i) the maintenance of the buildings, plant, machinery, fixtures and fittings in accordance with any Lease Agreement or Finance Document;
 - (ii) any alterations or improvements which a tenant is entitled to undertake in accordance with the terms of the relevant Lease Agreement and in respect of which an Obligor in its capacity as landlord is required to give its consent pursuant to the terms of that Lease Agreement;
 - (iii) the carrying out of non-structural improvements or alterations which affect only the interior of any building on a Property; or
 - (iv) any application for building works or planning permission or demolition, construction, structural alterations or additions, development, redevelopment or other similar operations in respect of any part of a Property which is made with the prior written consent of the Agent.
- (c) Each Obligor must comply in all respects with all planning laws, permissions, agreements and conditions to which its Property may be subject.

22.5 **Notices**

Each Obligor must, within five Business Days after the receipt by that Obligor of any application, requirement, order or notice served or given by any Governmental Agency, public or local or any other authority with respect to its Property (or any part of it):

- (a) deliver a copy to the Security Agent; and
- (b) inform the Security Agent of the steps taken or proposed to be taken to comply with the relevant requirement, order or notice.

22.6 Investigation of title

Each Obligor must grant the Security Agent or its lawyers on request all facilities within its power to enable the Security Agent or its lawyers to:

- (a) carry out investigations of title to its Property; and
- (b) make such enquiries in relation to any part of its Property as a prudent mortgagee might carry out.

22.7 Power to remedy

- (a) If any Obligor fails to perform any obligations under the Finance Documents affecting its Property, that Obligor must allow the Security Agent or its agents and contractors:
 - (i) to enter any part of its Property;
 - (ii) to comply with or object to any notice served on that Obligor in respect of its Property; and
 - (iii) to take any action that the Security Agent may reasonably consider necessary or desirable to prevent or remedy any breach of any such term or to comply with or object to any such notice.
- (b) An Obligor must immediately on request by the Security Agent pay the costs and expenses of the Security Agent or its agents and contractors incurred in connection with any action taken by it under this Clause 22.
- (c) No Finance Party shall be obliged to account as mortgagee in possession as a result of any action taken under this Clause 22.7.

22.8 Insurances

- (a) Each Obligor must ensure that at all times from the Utilisation Date Insurances are maintained in full force and effect, which:
 - (i) insure each Obligor in respect of its interests in each Property and the permanent fixtures attached and forming part of the building on each Property (including fixtures, fittings, furniture and interior decoration) for their full replacement value (being the total cost of entirely rebuilding, reinstating or replacing the relevant asset if it is completely destroyed, together with all related fees and demolition costs);
 - (ii) provide cover against loss or damage by fire, storm, tempest, flood, earthquake, lightning, explosion, impact, aircraft and other aerial devices and articles dropped from them, malicious damage, bursting or overflowing of pipes and all other normally insurable risks of loss or damage for a property of the type of the Properties;
 - (iii) provide cover for site clearance, shoring or propping up, professional fees and value added tax together with adequate allowance for inflation;
 - (iv) include property owners' public liability and third party liability insurance;
 - (v) insure such other risks as a prudent person in the same business as it would insure; and
 - (vi) in each case are in an amount, and in form, and with an insurance company or underwriters, acceptable at all times to the Agent.

- (b) Each Obligor must procure, with effect from no later than the Utilisation Date, that the Security Agent (as security trustee for the Secured Parties) is named as first loss payee in respect of its own separate insurable interest under each of the Insurances (other than public liability and third party liability insurances) but without:
- (i) any liability on the part of the Security Agent or any other Finance Party for any premium in relation to those Insurances (unless the Security Agent has expressly and specifically requested to be made liable in respect of any premium in respect of any of those Insurances); or
 - (ii) any obligation on the part of the Security Agent or any other Finance Party to make any disclosure to any insurer or any insurance broker in relation to those Insurances unless and until the Security Agent becomes a mortgagee in possession of any Property, in which circumstance an obligation shall apply on the part of the Security Agent or any other Finance Party to make disclosure to any insurer or any insurance broker in relation to the Insurance or Insurances in respect of that Property pursuant to the terms of that Insurance or those Insurances.
- (c) Each Obligor must procure that the Insurances comply with the following requirements:
- (i) each of the Insurances must contain:
 - (A) a non-invalidation and non-vitiation clause under which the Insurances will not be avoided or vitiated as against any insured party as a result of any circumstances beyond the control of that insured party or any misrepresentation, non-disclosure, or breach of any policy term or condition, on the part of any other insured party or any agent of any other insured party;
 - (B) a waiver of the rights of subrogation of the insurer as against each Obligor, each Secured Party and the tenants of each Property other than any such rights arising in connection with any fraud or criminal offence committed by any of those persons in respect of any Property or any Insurance; and
 - (C) (with effect from no later than the Utilisation Date) a loss payee clause under which the Security Agent is named as first loss payee (other than in respect of any claim under any public liability and third party liability insurances);
 - (ii) (with effect from no later than the Utilisation Date) each insurer must give at least 30 days' notice (or notice of such other period as may be agreed by the Majority Lenders) to the Security Agent if it proposes to:
 - (A) repudiate, rescind or cancel any Insurance;
 - (B) treat any Insurance as avoided in whole or in part;
 - (C) treat any Insurance as expired due to non-payment of premium; or
 - (D) otherwise decline any claim under any Insurance by or on behalf of any insured party,and, in respect of paragraph (C) above, must in the notice give the Security Agent the opportunity to rectify any such non-payment of premium within the notice period; and

- (iii) (with effect from no later than the Utilisation Date) the relevant Obligor must be free to assign or otherwise grant Security over all amounts payable to it under each of its Insurances and all its rights in connection with those amounts in favour of the Security Agent.
- (d) Each Obligor must use all reasonable endeavours to ensure that the Agent receives copies of the Insurances, receipts for the payment of premiums for Insurance and any information in connection with the Insurances and claims under them which the Agent may reasonably require.
- (e) Each Obligor must promptly notify the Agent of:
 - (i) the proposed terms of any future renewal of any of the Insurances;
 - (ii) any amendment, supplement, extension, termination, avoidance or cancellation of any of the Insurances made or, to its knowledge, threatened or pending;
 - (iii) any claim, and any actual or threatened refusal of any claim, under any of the Insurances; and
 - (iv) any event or circumstance which has led or may lead to a breach by any Obligor of any term of this Clause 22.8.
- (f) Each Obligor must:
 - (i) comply with the terms of the Insurances;
 - (ii) not do or permit anything to be done which may make void or voidable any of the Insurances; and
 - (iii) comply with all reasonable risk improvement requirements of its insurers.
- (g) Each Obligor must ensure that:
 - (i) each premium for the Insurances is paid within the period permitted for payment of that premium; and
 - (ii) all other things necessary are done so as to keep each of the Insurances in force.
- (h) If an Obligor fails to comply with any term of this Clause 22.8, the Agent may, at the expense of the Obligors, effect any Insurance and generally do such things and take such other action as the Agent may reasonably consider necessary or desirable to prevent or remedy any breach of this Clause 22.8.
- (i) To the extent required by the basis of settlement under any Insurances or under any Lease Agreement, each Obligor shall (subject to the terms of the Finance Documents) apply moneys received under any Insurances in respect of a Property towards replacing, restoring or reinstating that Property.
- (j) Moneys received under liability policies held by, on behalf of or for the benefit of, any Obligor which are required by it to satisfy its established liabilities to third parties must be used to satisfy these liabilities.

22.9 **Environmental matters**

- (a) Each Obligor must:

- (i) comply and ensure that any relevant third party complies with all Environmental Law;
- (ii) obtain, maintain and ensure compliance with all requisite Environmental Permits applicable to it or to its Property; and
- (iii) implement procedures to monitor compliance with and to prevent liability under any Environmental Law applicable to it or its Property,

where failure to do so has or is reasonably likely to have a Material Adverse Effect or result in any liability for a Finance Party.

- (b) Each Obligor must, promptly upon becoming aware, notify the Agent of:
 - (i) any Environmental Claim started, or to its knowledge, threatened;
 - (ii) any circumstances reasonably likely to result in an Environmental Claim; or
 - (iii) any suspension, revocation or notification of any Environmental Permit.
- (c) Each Obligor must indemnify each Finance Party against any loss or liability which:
 - (i) that Finance Party incurs as a result of any actual or alleged breach of any Environmental Law by any person; and
 - (ii) would not have arisen if a Finance Document had not been entered into, unless it is caused by that Finance Party's gross negligence or wilful misconduct.

22.10 **Government Rates**

The Borrower shall, by no later than the date falling six Months after the date of this Agreement, deliver to the Agent evidence (in form and substance satisfactory to the Agent) that all government rates in respect of the portion of the garage space "B" on the ground floor of No. 23 Plantation Road, Hong Kong have been paid in full.

23. **Events of Default**

Each of the events or circumstances set out in this Clause 23 is an Event of Default (save for Clause 23.19 (*Acceleration*)).

23.1 **Non-payment**

An Obligor does not pay on the due date any amount payable pursuant to a Finance Document at the place and in the currency in which it is expressed to be payable unless:

- (a) its failure to pay is caused by:
 - (i) administrative or technical error; or
 - (ii) a Disruption Event; and
- (b) payment is made within three Business Days of its due date.

23.2 **Financial covenants**

Any requirement of Clause 20 (*Financial covenants*) is not satisfied.

23.3 **Other obligations**

- (a) An Obligor does not comply with any term of:

- (i) Clause 21.4 (*Disposals*);
 - (ii) Clause 21.22 (*Property disposal special conditions*);
 - (iii) Clause 21.23 (*Conditions subsequent*); or
 - (iv) Clause 22.2 (*Occupational leases*).
- (b) An Obligor does not comply with any provision of the Finance Documents (other than those referred to in Clause 23.1 (*Non-payment*), Clause 23.2 (*Financial covenants*) and paragraph (a) above).
- (c) No Event of Default under paragraph (b) above will occur if the failure to comply is capable of remedy and is remedied within five Business Days (or such longer period as the Agent may agree in writing) of the earlier of (i) the Agent giving notice to the Borrower and (ii) any Obligor becoming aware of the failure to comply.

23.4 Misrepresentation

Any representation or statement made or deemed to be made by an Obligor in the Finance Documents or any other document delivered by or on behalf of any Obligor under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.

23.5 Cross Default

- (a) Any Financial Indebtedness of any Obligor is not paid when due nor within any originally applicable grace period.
- (b) Any Financial Indebtedness of any Obligor is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).
- (c) Any commitment for any Financial Indebtedness of any Obligor is cancelled or suspended by a creditor of any Obligor as a result of an event of default (however described).
- (d) Any creditor of any Obligor becomes entitled to declare any Financial Indebtedness of any Obligor due and payable prior to its specified maturity as a result of an event of default (however described).
- (e) No Event of Default will occur under this Clause 23.5 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness of any Obligor falling within paragraphs (a) to (d) above is less than HKD1,000,000 (or its equivalent in any other currency or currencies).

23.6 Insolvency

- (a) The Borrower:
 - (i) is unable or admits inability to pay its debts as they fall due;
 - (ii) is deemed to, or is declared to, be unable to pay its debts under applicable law;
 - (iii) suspends or threatens to suspend making payments on any of its debts; or
 - (iv) by reason of actual or anticipated financial difficulties, commences negotiations with one or more of its creditors (excluding any Finance Party in its capacity as such) 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 any indebtedness of the Borrower. If a moratorium occurs, the ending of the moratorium will not remedy any Event of Default caused by that moratorium.
- (d) Any of the following occurs in respect of any Guarantor:
 - (i) that Guarantor is, or is deemed for the purposes of any applicable law to be, insolvent or unable to pay his debts as they fall due;
 - (ii) that Guarantor admits his inability to pay his debts as they fall due;
 - (iii) that Guarantor suspends making payments on any of his debts or announces an intention to do so;
 - (iv) that Guarantor commits an act of bankruptcy;
 - (v) by reason of actual or anticipated financial difficulties, that Guarantor begins negotiations with any creditor for the rescheduling or restructuring of any of its indebtedness; or
 - (vi) any of that Guarantor's indebtedness is subject to a moratorium.

23.7 Insolvency proceedings – Borrower

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, winding-up, dissolution, administration, provisional supervision or reorganisation (by way of voluntary arrangement, scheme of arrangement or otherwise) 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 in respect of the Borrower or any of its assets; or
 - (d) enforcement of any Security over any assets of the Borrower,
- or any analogous procedure or step is taken in any jurisdiction.

23.8 Insolvency proceedings – Guarantors

Any of the following occurs in respect of any Guarantor:

- (a) a certificate is issued for the summary administration of that Guarantor's estate;
- (b) that Guarantor enters into any composition, scheme, individual voluntary arrangement or other arrangement with the creditors of that Guarantor or has an interim order made in relation to that Guarantor;
- (c) any person presents a petition, or files documents with a court or any registrar, for the bankruptcy of that Guarantor;
- (d) a bankruptcy order is made or that Guarantor is otherwise adjudicated bankrupt; or

- (e) a receiver, receiver and manager, judicial manager, trustee in bankruptcy, nominee, supervisor, official manager or similar person is appointed in respect of that Guarantor or any of his assets,

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

23.9 **Creditors' process**

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

23.10 **Death, incapacity or criminal practices of a Guarantor**

Any Guarantor:

- (a) dies;
- (b) is determined by the Majority Lenders to have lost the physical or mental capacity to conduct his business in a prudent manner or to understand or perform his obligations under the Finance Documents; or
- (c) is convicted of a criminal offence or subject to any criminal investigation, prosecution or court proceedings.

23.11 **Ownership of the Borrower and the Properties**

- (a) HSP ceases to be the beneficial owner (directly or indirectly) of all issued shares of, or otherwise control, the Borrower.
- (b) The Borrower ceases to be the sole legal and beneficial owner of each Plantation Road Property, other than to the extent of any disposal permitted under paragraph (e) of Clause 21.4 (*Disposals*).
- (c) HSP ceases to be the sole legal and beneficial owner of the Portofino Property, other than to the extent of any disposal permitted under paragraph (e) of Clause 21.4 (*Disposals*).

23.12 **Cessation of business**

The Borrower suspends or ceases to carry on (or threatens to suspend or cease to carry on) all or a material part of its business except as a result of any disposal allowed under this Agreement.

23.13 **Unlawfulness and invalidity**

- (a) It is or becomes unlawful for an Obligor to perform any of its obligations under the Finance Documents or any Transaction Security created or expressed to be created or evidenced by the Security Documents ceases to be effective.
- (b) Any obligation or obligations of any Obligor under any Finance Documents are not (subject to the Legal Reservations) or cease to be legal, valid, binding or enforceable and the cessation individually or cumulatively materially and adversely affects the interests of the Finance Parties under the Finance Documents.
- (c) Any Finance Document ceases to be in full force and effect or any Transaction Security ceases to be legal, valid, binding, enforceable or effective or is alleged by a party to it (other than a Finance Party) to be ineffective.

23.14 **Repudiation and rescission of agreements**

An Obligor (or any other relevant party other than the Lenders) rescinds or purports to rescind or repudiates or purports to repudiate a Finance Document or any of the Transaction Security or evidences an intention to rescind or repudiate a Finance Document or any Transaction Security.

23.15 **Compulsory purchase**

Any part of any Property is compulsorily purchased, nationalised, expropriated or seized, or the applicable Governmental Agency makes an order for the compulsory purchase, nationalisation, expropriation or seizure of all or any part of any Property.

23.16 **Major damage**

Any part of any Property is destroyed or damaged which, in the opinion of the Majority Lenders, taking into account the amount and timing of receipt of the proceeds of Insurance effected in accordance with terms of this Agreement, has or would have a Material Adverse Effect.

23.17 **Litigation**

Any litigation, arbitration or administrative proceedings or investigations of, or before, any court, arbitral body or agency are started or threatened, or any judgment or order of a court, arbitral body or agency is made, in relation to the Finance Documents or the transactions contemplated in the Finance Documents or against any Obligor or its assets which have, or has, or are, or is, reasonably likely to have a Material Adverse Effect.

23.18 **Material adverse change**

Any event or circumstance occurs which, in the opinion of the Majority Lenders, has or is reasonably likely to have a Material Adverse Effect.

23.19 **Acceleration**

Without prejudice to Clause 2.2 (*Overriding rights*), on and at any time after the occurrence of an Event of Default which is continuing, the Agent may, and shall, if so directed by the Majority Lenders, by notice to any Obligor:

- (a) without prejudice to the participations of any Lender in the Loan:
 - (i) cancel each Available Commitment of each Lender whereupon each such Available Commitment shall immediately be cancelled and the Facility shall immediately cease to be available for further utilisation; or
 - (ii) cancel any part of any Commitment (and reduce such Commitment accordingly), whereupon the relevant part shall immediately be cancelled (and the relevant Commitment shall be immediately reduced accordingly); and/or
- (b) declare that all or part of the Loan, together with accrued interest and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, whereupon they shall become immediately due and payable; and/or
- (c) declare that all or part of the Loan, together with accrued interest and all other amounts accrued or outstanding under the Finance Documents be payable on demand, whereupon they shall immediately become payable on demand by the Agent on the instructions of the Majority Lenders; and/or

- (d) exercise or direct the Security Agent to exercise any or all of its rights, remedies, powers or discretions under the Finance Documents.

SECTION 9
CHANGES TO PARTIES

24. Changes to the Lenders

24.1 Assignments and transfers by the Lenders

Subject to this Clause 24, a Lender (the "**Existing Lender**") may:

- (a) assign any of its rights; or
- (b) transfer by novation any of its rights and obligations,

under the Finance Documents to any other person other than an individual (the "**New Lender**").

24.2 Conditions of assignment or transfer

(a) The consent of an Obligor is not required for any assignment or transfer by a Lender pursuant to this Clause 24.

(b) An assignment will only be effective on:

- (i) receipt by the Agent (whether in the Assignment Agreement or otherwise) of written confirmation from the New Lender (in form and substance satisfactory to the Agent) that the New Lender will assume the same obligations to the other Finance Parties as it would have been under if it had been an Original Lender; and
- (ii) performance by the Agent and the Security Agent of all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to such assignment to a New Lender, the completion of which the Agent shall promptly notify to the Existing Lender and the New Lender.

(c) A transfer will only be effective if the procedure set out in Clause 24.5 (*Procedure for transfer*) is complied with.

(d) If:

- (i) a Lender assigns or transfers any of its rights or obligations under the Finance Documents or changes its Facility Office; and
- (ii) as a result of circumstances existing at the date the assignment, transfer or change occurs, an Obligor would be obliged to make a payment to the New Lender or the Lender acting through its new Facility Office under Clause 12 (*Tax gross-up and indemnities*) or Clause 13 (*Increased Costs*),

then the New Lender or the Lender acting through its new Facility Office is only entitled to receive payment under those Clauses to the same extent as the Existing Lender or the Lender acting through its previous Facility Office would have been if the assignment, transfer or change had not occurred.

(e) Each New Lender, by executing the relevant Transfer Certificate or Assignment Agreement, confirms, for the avoidance of doubt, that the Agent has authority to execute on its behalf any amendment or waiver that has been approved by or on behalf of the requisite Lender or Lenders in accordance with this Agreement on or prior to the date on which the transfer or assignment

becomes effective in accordance with this Agreement and that it is bound by that decision to the same extent as the Existing Lender would have been had it remained a Lender.

24.3 [Intentionally left blank]

24.4 Limitation of responsibility of Existing Lenders

(a) Unless expressly agreed to the contrary, an Existing Lender makes no representation or warranty and assumes no responsibility to a New Lender for:

- (i) the legality, validity, effectiveness, adequacy or enforceability of the Finance Documents or any other documents;
- (ii) the financial condition of any Obligor;
- (iii) the performance and observance by any Obligor of its obligations under the Finance Documents or any other documents; or
- (iv) the accuracy of any statements (whether written or oral) made in or in connection with any Finance Document or any other document,

and any representations or warranties implied by law are excluded.

(b) Each New Lender confirms to the Existing Lender and the other Finance Parties that it:

- (i) has made (and shall continue to make) its own independent investigation and assessment of the financial condition and affairs of each Obligor and its related entities in connection with its participation in this Agreement and has not relied exclusively on any information provided to it by the Existing Lender in connection with any Finance Document; and
- (ii) will continue to make its own independent appraisal of the creditworthiness of each Obligor and its related entities whilst any amount is or may be outstanding under the Finance Documents or any Commitment is in force.

(c) Nothing in any Finance Document obliges an Existing Lender to:

- (i) accept a re-transfer or re-assignment from a New Lender of any of the rights and obligations assigned or transferred under this Clause 24; or
- (ii) support any losses directly or indirectly incurred by the New Lender by reason of the non-performance by any Obligor of its obligations under the Finance Documents or otherwise.

24.5 Procedure for transfer

(a) Subject to the conditions set out in Clause 24.2 (*Conditions of assignment or transfer*), a transfer is effected in accordance with paragraph (c) below when the Agent executes an otherwise duly completed Transfer Certificate delivered to it by the Existing Lender and the New Lender. The Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed Transfer Certificate appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Transfer Certificate.

(b) The Agent shall only be obliged to execute a Transfer Certificate delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary "know your

customer" or other similar checks under all applicable laws and regulations in relation to the transfer to such New Lender.

- (c) Subject to Clause 24.9 (*Pro rata interest settlement*), on the Transfer Date:
- (i) to the extent that in the Transfer Certificate the Existing Lender seeks to transfer by novation its rights and obligations under the Finance Documents each of the Obligors and the Existing Lender shall be released from further obligations towards one another under the Finance Documents and in respect of the Transaction Security and their respective rights against one another under the Finance Documents shall be cancelled (being the "**Discharged Rights and Obligations**");
 - (ii) each of the Obligors and the New Lender shall assume obligations towards one another and/or acquire rights against one another which differ from the Discharged Rights and Obligations only insofar as that Obligor and the New Lender have assumed and/or acquired the same in place of that Obligor and the Existing Lender;
 - (iii) the Agent, the New Lender and other Lenders shall acquire the same rights and assume the same obligations between themselves as they would have acquired and assumed had the New Lender been an Original Lender with the rights and/or obligations acquired or assumed by it as a result of the transfer and to that extent the Agent and the Existing Lender shall each be released from further obligations to each other under the Finance Documents; and
 - (iv) the New Lender shall become a Party as a "Lender".

24.6 Procedure for assignment

- (a) Subject to the conditions set out in Clause 24.2 (*Conditions of assignment or transfer*) an assignment may be effected in accordance with paragraph (c) below when the Agent executes an otherwise duly completed Assignment Agreement delivered to it by the Existing Lender and the New Lender. The Agent shall, subject to paragraph (b) below, as soon as reasonably practicable after receipt by it of a duly completed Assignment Agreement appearing on its face to comply with the terms of this Agreement and delivered in accordance with the terms of this Agreement, execute that Assignment Agreement.
- (b) The Agent shall only be obliged to execute an Assignment Agreement delivered to it by the Existing Lender and the New Lender once it is satisfied it has complied with all necessary "know your customer" or other similar checks under all applicable laws and regulations in relation to the assignment to such New Lender.
- (c) Subject to Clause 24.9 (*Pro rata interest settlement*), on the Transfer Date:
- (i) the Existing Lender will assign absolutely to the New Lender the rights under the Finance Documents expressed to be the subject of the assignment in the Assignment Agreement;
 - (ii) the Existing Lender will be released by each Obligor and the other Finance Parties from the obligations owed by it (the "**Relevant Obligations**") and expressed to be the subject of the release in the Assignment Agreement (and any corresponding obligations by which it is bound in respect of the Transaction Security); and

- (iii) the New Lender shall become a Party as a "Lender" and will be bound by obligations equivalent to the Relevant Obligations.
- (d) Lenders may utilise procedures other than those set out in this Clause 24.6 to assign their rights under the Finance Documents (but not without the consent of the relevant Obligor or unless in accordance with Clause 24.5 (*Procedure for transfer*), to obtain a release by that Obligor from the obligations owed to that Obligor by the Lenders nor the assumption of equivalent obligations by a New Lender) provided that they comply with the conditions set out in Clause 24.2 (*Conditions of assignment or transfer*).

24.7 **Copy of Transfer Certificate or Assignment Agreement to the Obligors' Agent**

The Agent shall, as soon as reasonably practicable after it has executed a Transfer Certificate or an Assignment Agreement, send to the Obligors' Agent a copy of that Transfer Certificate or Assignment Agreement.

24.8 **Security over Lenders' rights**

In addition to the other rights provided to Lenders under this Clause 24, each Lender may without consulting with or obtaining consent from any Obligor, at any time charge, assign or otherwise create Security in or over (whether by way of collateral or otherwise) all or any of its rights under any Finance Document to secure obligations of that Lender including, without limitation:

- (a) any charge, assignment or other Security to secure obligations to a federal reserve or central bank; and
- (b) any charge, assignment or other Security granted to any holders (or trustee or representatives of holders) of obligations owed, or securities issued, by that Lender as security for those obligations or securities,

except that no such charge, assignment or Security shall:

- (i) release a Lender from any of its obligations under the Finance Documents or substitute the beneficiary of the relevant charge, assignment or Security for the Lender as a party to any of the Finance Documents; or
- (ii) require any payments to be made by an Obligor other than or in excess of, or grant to any person any more extensive rights than, those required to be made or granted to the relevant Lender under the Finance Documents.

24.9 **Pro rata interest settlement**

- (a) If the Agent has notified the Lenders that it is able to distribute interest payments on a "pro rata basis" to Existing Lenders and New Lenders then (in respect of any transfer pursuant to Clause 24.5 (*Procedure for transfer*) or any assignment pursuant to Clause 24.6 (*Procedure for assignment*) the Transfer Date of which, in each case, is after the date of such notification and is not on the last day of an Interest Period):
 - (i) any interest or fees in respect of the relevant participation which are expressed to accrue by reference to the lapse of time shall continue to accrue in favour of the Existing Lender up to but excluding the Transfer Date ("**Accrued Amounts**") and shall become due and payable to the Existing Lender (without further interest accruing on them) on the last day of the current Interest Period (or, if the Interest Period is longer than six Months, on the

next of the dates which falls at six Monthly intervals after the first day of that Interest Period); and

(ii) the rights assigned or transferred by the Existing Lender will not include the right to the Accrued Amounts, so that, for the avoidance of doubt:

(A) when the Accrued Amounts become payable, those Accrued Amounts will be payable to the Existing Lender; and

(B) the amount payable to the New Lender on that date will be the amount which would, but for the application of this Clause 24.9, have been payable to it on that date, but after deduction of the Accrued Amounts.

(b) In this Clause 24 references to "**Interest Period**" shall be construed to include a reference to any other period for accrual of fees.

(c) An Existing Lender which retains the right to the Accrued Amounts pursuant to this Clause 24.9 but which does not have a Commitment shall be deemed not to be a Lender for the purposes of ascertaining whether the agreement of any specified group of Lenders has been obtained to approve any request for a consent, waiver, amendment or other vote of Lenders under the Finance Documents.

25. **Restriction on Debt Purchase Transactions**

25.1 **Prohibition on Debt Purchase Transactions by the Borrower**

No Obligor may, and each Obligor must procure that the Borrower does not, enter into any Debt Purchase Transaction or beneficially own all or any part of the share capital of a company that is a Lender or a party to a Debt Purchase Transaction of the type referred to in paragraph (b) or (c) of the definition of "Debt Purchase Transaction".

25.2 **Disenfranchisement of Sponsor Affiliates**

(a) For so long as a Sponsor Affiliate:

(i) beneficially owns a Commitment; or

(ii) has entered into a sub-participation agreement relating to a Commitment or other agreement or arrangement having a substantially similar economic effect and such agreement or arrangement has not been terminated, in ascertaining:

(A) the Majority Lenders; or

(B) whether:

(1) any given percentage (including, for the avoidance of doubt, unanimity) of the Total Commitments; or

(2) the agreement of any specified group of Lenders,

has been obtained to approve any request for a consent, waiver, amendment or other vote under the Finance Documents such Commitment will be deemed to be zero and such Sponsor Affiliate or the person with whom it has entered into such sub-participation, other agreement or arrangement will be deemed not to be a Lender for the purposes of paragraphs (A) and (B) above (unless in the case of a

person not being a Sponsor Affiliate it is a Lender by virtue otherwise than by beneficially owning the relevant Commitment).

- (b) Each Lender must, unless such Debt Purchase Transaction is an assignment or transfer, promptly notify the Agent in writing if it knowingly enters into a Debt Purchase Transaction with a Sponsor Affiliate (a "**Notifiable Debt Purchase Transaction**"), such notification to be substantially in the form set out in Part I of Schedule 8 (*Forms of Notifiable Debt Purchase Transaction Notice*).
- (c) A Lender must promptly notify the Agent if a Notifiable Debt Purchase Transaction to which it is a party:
 - (i) is terminated; or
 - (ii) ceases to be with a Sponsor Affiliate,such notification to be substantially in the form set out in Part II of Schedule 8 (*Forms of Notifiable Debt Purchase Transaction Notice*).
- (d) Each Sponsor Affiliate that is a Lender agrees that:
 - (i) in relation to any meeting or conference call to which all the Lenders are invited to attend or participate, it will not attend or participate in the same if so requested by the Agent or, unless the Agent otherwise agrees, be entitled to receive the agenda or any minutes of the same; and
 - (ii) in its capacity as Lender, unless the Agent otherwise agrees, it will not be entitled to receive any report or other document prepared at the behest of, or on the instructions of, the Agent or one or more of the Lenders.

25.3 **Sponsor Affiliates' notification to other Lenders of Debt Purchase Transactions**

Any Sponsor Affiliate which is or becomes a Lender and which enters into a Debt Purchase Transaction as a purchaser or a participant must, by 5:00 p.m. on the Business Day following the day on which it entered into that Debt Purchase Transaction, notify the Agent of the extent of the Commitment(s) or amount outstanding to which that Debt Purchase Transaction relates. The Agent must promptly disclose such information to the Lenders.

26. **Changes to the Obligors**

26.1 **Assignments and transfer by Obligors**

No Obligor may assign any of its rights or transfer any of its rights or obligations under the Finance Documents.

SECTION 10
THE FINANCE PARTIES

27. Role of the Agent and the Security Agent

27.1 The Agent and the Security Agent

- (a) Each of the Lenders appoints the Agent to act as its agent under and in connection with the Finance Documents.
- (b) The Security Agent declares that it holds the Security Property on trust for the Secured Parties on the terms contained in this Agreement and the other Finance Documents.
- (c) Each of the Finance Parties authorises the Agent and the Security Agent to perform the duties, obligations and responsibilities and to exercise the rights, powers, authorities and discretions specifically given to the Agent and the Security Agent (as applicable) under or in connection with the Finance Documents together with any other incidental rights, powers, authorities and discretions.

27.2 Enforcement through Security Agent only

The Secured Parties shall not have any independent power to enforce, or have recourse to, any of the Transaction Security or to exercise any right, power, authority or discretion arising under the Security Documents except through the Security Agent.

27.3 Instructions

- (a) Subject to paragraph (d) below, each of the Agent and the Security Agent shall:
 - (i) unless a contrary indication appears in a Finance Document, exercise or refrain from exercising any right, power, authority or discretion vested in it as Agent or Security Agent (as applicable) in accordance with any instructions given to it by:
 - (A) all Lenders if the relevant Finance Document stipulates the matter is an all Lender decision; and
 - (B) in all other cases, the Majority Lenders; and
 - (ii) not be liable for any act (or omission) if it acts (or refrains from acting) in accordance with paragraph (i) above.
- (b) Each of the Agent and the Security Agent shall be entitled to request instructions, or clarification of any instruction, from the Majority Lenders (or, if the relevant Finance Document stipulates the matter is a decision for any other Finance Party or group of Finance Parties, from that Finance Party or group of Finance Parties) as to whether, and in what manner, it should exercise or refrain from exercising any right, power, authority or discretion and the Agent or Security Agent (as applicable) may refrain from acting unless and until it receives any such instructions or clarification that it has requested.
- (c) Save in the case of decisions stipulated to be a matter for any other Finance Party or group of Finance Parties under the relevant Finance Document and unless a contrary indication appears in a Finance Document, any instructions given to the Agent or Security Agent (as applicable) by

the Majority Lenders shall override any conflicting instructions given by any other Parties and will be binding on all Finance Parties.

- (d) Paragraph (a) above shall not apply:
- (i) where a contrary indication appears in a Finance Document;
 - (ii) where a Finance Document requires the Agent or the Security Agent to act in a specified manner or to take a specified action;
 - (iii) in respect of any provision which protects the Agent's or Security Agent's own position in its personal capacity as opposed to its role of Agent or Security Agent for the relevant Finance Parties or Secured Parties (as applicable) including, without limitation, Clause 27.6 (*No fiduciary duties*) to Clause 27.11 (*Exclusion of liability*), Clause 27.14 (*Confidentiality*) to Clause 27.22 (*Custodians and nominees*) and Clause 27.25 (*Acceptance of title*) to Clause 27.28 (*Trustee Ordinance*); or
 - (iv) in respect of the exercise of the Security Agent's discretion to exercise a right, power or authority under any of:
 - (A) Clause 28.1 (*Order of application*);
 - (B) Clause 28.2 (*Prospective liabilities*); and
 - (C) Clause 28.5 (*Permitted deductions*).
- (e) If giving effect to instructions given by the Majority Lenders would (in the Agent's or (as applicable) the Security Agent's opinion) have an effect equivalent to an amendment or waiver referred to in Clause 37 (*Amendments and waivers*), the Agent or (as applicable) Security Agent shall not act in accordance with those instructions unless consent to it so acting is obtained from each Party (other than the Agent or Security Agent) whose consent would have been required in respect of that amendment or waiver.
- (f) In exercising any discretion to exercise a right, power or authority under the Finance Documents where either:
- (i) it has not received any instructions as to the exercise of that discretion; or
 - (ii) the exercise of that discretion is subject to paragraph (d)(iv) above, the Agent or Security Agent shall do so having regard to the interests of (in the case of the Agent) all the Finance Parties and (in the case of the Security Agent) all the Secured Parties.
- (g) The Agent or the Security Agent (as applicable) may refrain from acting in accordance with any instructions of any Finance Party or group of Finance Parties until it has received any indemnification and/or security that it may in its discretion require (which may be greater in extent than that contained in the Finance Documents and which may include payment in advance) for any cost, loss or liability (together with any applicable Indirect Tax) which it may incur in complying with those instructions.
- (h) Without prejudice to the remainder of this Clause 27.3, in the absence of instructions, each of the Agent and the Security Agent may act (or refrain from acting) as it considers to be in the best

interest of (in the case of the Agent) the Finance Parties and (in the case of the Security Agent) the Secured Parties.

- (i) Neither the Agent nor the Security Agent is authorised to act on behalf of a Finance Party (without first obtaining that Finance Party's consent) in any legal or arbitration proceedings relating to any Finance Document. This paragraph (i) shall not apply to any legal or arbitration proceeding relating to the perfection, preservation or protection of rights under the Security Documents or enforcement of the Transaction Security or Security Documents.

27.4 Duties of the Agent and Security Agent

- (a) The duties of the Agent and the Security Agent under the Finance Documents are solely mechanical and administrative in nature.
- (b) Subject to paragraph (c) below, each of the Agent and the Security Agent shall promptly forward to a Party the original or a copy of any document which is delivered to the Agent or Security Agent (as applicable) for that Party by any other Party.
- (c) Without prejudice to Clause 24.7 (*Copy of Transfer Certificate or Assignment Agreement to the Obligors' Agent*), paragraph (b) above shall not apply to any Transfer Certificate or any Assignment Agreement.
- (d) Except where a Finance Document specifically provides otherwise, neither the Agent nor the Security Agent is obliged to review or check the adequacy, accuracy or completeness of any document it forwards to another Party.
- (e) If the Agent or the Security Agent receives notice from a Party referring to any Finance Document, describing a Default and stating that the circumstance described is a Default, it shall promptly notify the other Finance Parties.
- (f) If the Agent is aware of the non-payment of any principal, interest, commitment fee or other fee payable to a Finance Party (other than the Agent or the Security Agent) under this Agreement, it shall promptly notify the other Finance Parties.
- (g) The Agent shall, provided that it has received such information from the relevant Lenders, provide to the Obligors within five Business Days of a request by the Obligors (but no more frequently than once per calendar month), a list (which may be in electronic form) setting out the names of the Lenders as at the date of that request, their respective Commitments, the address and fax number (and the department or officer, if any, for whose attention any communication is to be made) of each Lender for any communication to be made or document to be delivered under or in connection with the Finance Documents, the electronic mail address and/or any other information required to enable the sending and receipt of information by electronic mail or other electronic means to and by each Lender to whom any communication under or in connection with the Finance Documents may be made by that means and the account details of each Lender for any payment to be distributed by the Agent to that Lender under the Finance Documents.
- (h) Each of the Agent and the Security Agent shall have only those duties, obligations and responsibilities expressly specified in the Finance Documents to which it is expressed to be a party (and no others shall be implied).

27.5 **No fiduciary duties**

- (a) Nothing in any Finance Document constitutes:
- (i) the Agent as a trustee or fiduciary of any other person; or
 - (ii) the Security Agent as an agent, trustee or fiduciary of any Obligor.
- (b) None of the Agent or the Security Agent shall be bound to account to any other Finance Party or (in the case of the Security Agent) any Secured Party for any sum or the profit element of any sum received by it for its own account.

27.6 **Business with the Obligors**

The Agent and the Security Agent may accept deposits from, lend money to and generally engage in any kind of banking or other business with any Obligor or Affiliate of an Obligor.

27.7 **Rights and discretions**

- (a) Each of the Agent and the Security Agent may:
- (i) rely on any representation, communication, notice or document believed by it to be genuine, correct and appropriately authorised;
 - (ii) assume that:
 - (A) any instructions received by it from the Majority Lenders, any Finance Parties or any group of Finance Parties are duly given in accordance with the terms of the Finance Documents; and
 - (B) unless it has received notice of revocation, that those instructions have not been revoked; and
 - (iii) rely on a certificate from any person:
 - (A) as to any matter of fact or circumstance which might reasonably be expected to be within the knowledge of that person; or
 - (B) to the effect that such person approves of any particular dealing, transaction, step, action or thing,

as sufficient evidence that that is the case and, in the case of paragraph (A) above, may assume the truth and accuracy of that certificate.
- (b) Each of the Agent and the Security Agent may assume (unless it has received notice to the contrary in its capacity as agent or security trustee for the Finance Parties or Secured Parties) that:
- (i) no Default has occurred (unless, in the case of the Agent, it has actual knowledge of a Default arising under Clause 23.1 (*Non-payment*));
 - (ii) any right, power, authority or discretion vested in any Party or any group of Finance Parties has not been exercised; and
 - (iii) any notice or request made by the Obligors' Agent (other than a Utilisation Request) is made on behalf of and with the consent and knowledge of all the Obligors.

- (c) Each of the Agent and the Security Agent may engage and pay for the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts.
- (d) Without prejudice to the generality of paragraph (c) above or paragraph (e) below, each of the Agent and the Security Agent may at any time engage and pay for the services of any lawyers to act as independent counsel to the Agent or Security Agent (as applicable), (and so separate from any lawyers instructed by the Lenders) if the Agent or Security Agent (as applicable), in its reasonable opinion deems this to be desirable.
- (e) Each of the Agent and the Security Agent may rely on the advice or services of any lawyers, accountants, tax advisers, surveyors or other professional advisers or experts (whether obtained by the Agent or by the Security Agent or by any other Party) and shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of its so relying.
- (f) Each of the Agent and the Security Agent may act in relation to the Finance Documents and the Security Property through its officers, employees and agents and shall not:
 - (i) be liable for any error of judgment made by any such person; or
 - (ii) be bound to supervise, or be in any way responsible for any loss incurred by reason of misconduct, omission or default on the part, of any such person,unless such error or such loss was directly caused by the Agent's or the Security Agent's (as applicable gross negligence or wilful misconduct.
- (g) Unless a Finance Document expressly provides otherwise each of the Agent and the Security Agent may disclose to any other Party any information it reasonably believes it has received as agent or security trustee under the Finance Documents.
- (h) Notwithstanding any other provision of any Finance Document to the contrary, none of the Agent, the Security Agent is obliged to do or omit to do anything if it would, or might in its reasonable opinion, constitute a breach of any law or regulation or a breach of a fiduciary duty or duty of confidentiality.
- (i) Notwithstanding any provision of any Finance Document to the contrary, neither the Agent nor the Security Agent is obliged to expend or risk its own funds or otherwise incur any financial liability in the performance of its duties, obligations or responsibilities or the exercise of any right, power, authority or discretion if it has grounds for believing the repayment of such funds or adequate indemnity against, or security for, such risk or liability is not reasonably assured to it.

27.8 Responsibility for documentation

None of the Agent or the Security Agent, is responsible or liable for:

- (a) the adequacy, accuracy or completeness of any information (whether oral or written) supplied by the Agent, the Security Agent, an Obligor or any other person in or in connection with any Finance Document or the Property Report or the transactions contemplated in the Finance Documents or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document;

- (b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document or the Security Property or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the Security Property; or
- (c) any determination as to whether any information provided or to be provided to any Finance Party or Secured Party is non-public information the use of which may be regulated or prohibited by applicable law or regulation relating to insider dealing or otherwise.

27.9 No duty to monitor

None of the Agent and the Security Agent shall be bound to enquire:

- (a) whether or not any Default has occurred;
- (b) as to the performance, default or any breach by any Party of its obligations under any Finance Document; or
- (c) whether any other event specified in any Finance Document has occurred.

27.10 Exclusion of liability

- (a) Without limiting paragraph (b) below (and without prejudice to any other provision of any Finance Document excluding or limiting the liability of the Agent, the Security Agent or any Receiver or Delegate), none of the Agent, the Security Agent nor any Receiver or Delegate will be liable (including, without limitation, for negligence or any other category of liability whatsoever) for:
 - (i) any damages, costs or losses to any person, any diminution in value, or any liability whatsoever arising as a result of taking or not taking any action under or in connection with any Finance Document or the Security Property, unless directly caused by its gross negligence or wilful misconduct;
 - (ii) exercising, or not exercising, any right, power, authority or discretion given to it by, or in connection with, any Finance Document, the Security Property or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with, any Finance Document or the Security Property;
 - (iii) any shortfall which arises on the enforcement or realisation of the Security Property; or
 - (iv) without prejudice to the generality of paragraphs (i) to (iii) above, any damages, costs or losses to any person, any diminution in value or any liability whatsoever arising as a result of:
 - (A) any act, event or circumstance not reasonably within its control; or
 - (B) the general risks of investment in, or the holding of assets in, any jurisdiction, including (in each case and without limitation) such damages, costs, losses, diminution in value or liability arising as a result of: nationalisation, expropriation or other governmental actions; any regulation, currency restriction, devaluation or fluctuation; market conditions affecting the execution or settlement of transactions or the value of assets (including any Disruption Event); breakdown, failure or malfunction of any third party transport, telecommunications, computer services or systems; natural disasters or acts of God; war, terrorism, insurrection or revolution; or strikes or industrial action.

- (b) No Party (other than the Agent, the Security Agent, that Receiver or that Delegate (as applicable)) may take any proceedings against any officer, employee or agent of the Agent, the Security Agent, a Receiver or a Delegate, in respect of any claim it might have against the Agent, the Security Agent, a Receiver or a Delegate or in respect of any act or omission of any kind by that officer, employee or agent in relation to any Finance Document or any Security Property and any officer, employee or agent of the Agent, the Security Agent, a Receiver or a Delegate may rely on this paragraph (b) subject to Clause 1.4 (*Third party rights*) and the provisions of the Third Parties Ordinance.
- (c) Neither the Agent nor the Security Agent will be liable for any delay (or any related consequences) in crediting an account with an amount required under the Finance Documents to be paid by the Agent or the Security Agent (as applicable) if the Agent or Security Agent (as applicable) has taken all necessary steps as soon as reasonably practicable to comply with the regulations or operating procedures of any recognised clearing or settlement system used by the Agent or the Security Agent (as applicable) for that purpose.
- (d) Nothing in this Agreement shall oblige the Agent or the Security Agent to carry out:
- (i) any "know your customer" or other checks in relation to any person; or
 - (ii) any check on the extent to which any transaction contemplated by this Agreement might be unlawful for any Finance Party,
- on behalf of any Finance Party and each Finance Party confirms to the Agent and the Security Agent that it is solely responsible for any such checks it is required to carry out and that it may not rely on any statement in relation to such checks made by the Agent or the Security Agent.
- (e) Without prejudice to any provision of any Finance Document excluding or limiting the liability of the Agent, the Security Agent, any Receiver or Delegate, any liability of the Agent, the Security Agent, any Receiver or Delegate arising under or in connection with any Finance Document or the Security Property shall be limited to the amount of actual loss which has been finally judicially determined to have been suffered (as determined by reference to the date of default of the Agent, the Security Agent, Receiver or Delegate or, if later, the date on which the loss arises as a result of such default) but without reference to any special conditions or circumstances known to the Agent, the Security Agent, any Receiver or Delegate at any time which increase the amount of that loss. In no event shall the Agent, the Security Agent, any Receiver or Delegate be liable for any loss of profits, goodwill, reputation, business opportunity or anticipated saving, or for special, punitive, indirect or consequential damages, whether or not the Agent, the Security Agent, the Receiver or Delegate has been advised of the possibility of such loss or damages.

27.11 Lenders' indemnity to the Agent and Security Agent

- (a) Each Lender shall (in proportion to its share of the Total Commitments or, if the Total Commitments are then zero, to its share of the Total Commitments immediately prior to their reduction to zero) indemnify the Agent, the Security Agent and every Receiver and every Delegate, within three Business Days of demand, against any cost, loss or liability (including, without limitation, for negligence or any other category of liability whatsoever) incurred by any of them (otherwise than by reason of the Agent's, the Security Agent's or the Receiver's or the Delegate's gross negligence or wilful misconduct) (or, in the case of any cost, loss or liability pursuant to Clause 31.9 (*Disruption*

to payment systems etc.), notwithstanding the Agent's negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) in acting as Agent, Security Agent, Receiver or Delegate under the Finance Documents (unless the relevant Agent, Security Agent, Receiver or Delegate has been reimbursed by an Obligor pursuant to a Finance Document).

- (b) Subject to paragraph (c) below, the Obligors shall immediately on demand reimburse any Lender for any payment that Lender makes to the Agent, the Security Agent, any Receiver or any Delegate pursuant to paragraph (a) above.
- (c) Paragraph (b) above shall not apply to the extent that the indemnity payment in respect of which the Lender claims reimbursement relates to a liability of the Agent, the Security Agent, any Receiver or, as the case may be, any Delegate to an Obligor.

27.12 Resignation of the Agent and the Security Agent

- (a) Each of the Agent and the Security Agent may resign and appoint one of its Affiliates acting through an office in Hong Kong as successor by giving notice to the other Finance Parties and the Obligors' Agent.
- (b) Alternatively the Agent or the Security Agent may resign by giving 30 days' notice to the other Finance Parties and the Obligors' Agent, in which case the Majority Lenders (after consultation with the other Finance Parties and the Obligors) may appoint a successor Agent or Security Agent (as applicable).
- (c) If the Majority Lenders have not appointed a successor Agent or Security Agent in accordance with paragraph (b) above within 20 days after notice of resignation was given, the retiring Agent or Security Agent (as applicable) (after consultation with the other Finance Parties and Obligors) may appoint a successor Agent or Security Agent (as applicable) (acting through an office in Hong Kong).
- (d) If the Agent wishes to resign because (acting reasonably) it has concluded that it is no longer appropriate for it to remain as agent and the Agent is entitled to appoint a successor Agent under paragraph (c) above, the Agent may (if it concludes (acting reasonably) that it is necessary to do so in order to persuade the proposed successor Agent to become a party to this Agreement as Agent) agree with the proposed successor Agent amendments to this Clause 27 and any other term of this Agreement dealing with the rights or obligations of the Agent consistent with then current market practice for the appointment and protection of corporate trustees together with any reasonable amendments to the agency fee payable under this Agreement which are consistent with the successor Agent's normal fee rates and those amendments will bind the Parties.
- (e) The retiring Agent or Security Agent (as applicable) shall, make available to the successor Agent or Security Agent (as applicable) such documents and records and provide such assistance as the successor Agent or Security Agent may reasonably request for the purposes of performing its functions as Agent or Security Agent (as applicable) under the Finance Documents. The Obligors shall, within three Business Days of demand, reimburse the retiring Agent or Security Agent (as applicable) for the amount of all costs and expenses (including legal fees) properly incurred by it in making available such documents and records and providing such assistance.
- (f) The resignation notice of the Agent or Security Agent (as applicable) shall only take effect upon:

- (i) the appointment of a successor; and
 - (ii) (in the case of the Security Agent) the transfer of the Security Property to that successor.
- (g) Upon the appointment of a successor, the retiring Agent or Security Agent (as applicable) shall be discharged from any further obligation in respect of the Finance Documents (other than its obligations under paragraph (b) of Clause 27.26 (*Winding up of trust*) and (e) above) but shall remain entitled to the benefit of Clause 14.3 (*Indemnity to the Agent*), Clause 14.4 (*Indemnity to the Security Agent*) and this Clause 27 (and any fees for the account of the retiring Agent or Security Agent (as applicable) shall cease to accrue from (and shall be payable on) that date). Any successor and each of the other Parties shall have the same rights and obligations amongst themselves as they would have had if such successor had been an original Party.
- (h) After consultation with the Obligors' Agent, the Majority Lenders may, by giving 30 days' notice to the Agent or Security Agent (as applicable), require it to resign in accordance with paragraph (b) above. In this event, the Agent or Security Agent (as applicable) shall resign in accordance with paragraph (b) above but the cost referred to in paragraph (e) above shall be for the account of the Obligors.
- (i) The Agent shall resign in accordance with paragraph (b) above (and, to the extent applicable, shall use reasonable endeavours to appoint a successor Agent pursuant to paragraph (c) above) if on or after the date which is three months before the earliest FATCA Application Date relating to any payment to the Agent under the Finance Documents, either:
- (i) the Agent fails to respond to a request under Clause 12.7 (*FATCA information*) and the Obligors or a Lender reasonably believes that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date;
 - (ii) the information supplied by the Agent pursuant to Clause 12.7 (*FATCA information*) indicates that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date; or
 - (iii) the Agent notifies the Obligors' Agent and the Lenders that the Agent will not be (or will have ceased to be) a FATCA Exempt Party on or after that FATCA Application Date,
- and (in each case) the Obligors or a Lender reasonably believes that a Party will be required to make a FATCA Deduction that would not be required if the Agent were a FATCA Exempt Party, and the Obligors or that Lender, by notice to the Agent, requires it to resign.

27.13 Confidentiality

- (a) In acting as agent or trustee for the Finance Parties, the Agent or Security Agent (as applicable) shall be regarded as acting through its agency division which shall be treated as a separate entity from any other of its divisions or departments.
- (b) If information is received by another division or department of the Agent or Security Agent, it may be treated as confidential to that division or department and the Agent or Security Agent (as applicable) shall not be deemed to have notice of it.
- (c) The Agent and Security Agent shall not be obliged to disclose to any Finance Party any information supplied to it by the Obligors or any Affiliates of the Obligors on a confidential basis and for the

purpose of evaluating whether any waiver or amendment is or may be required or desirable in relation to any Finance Document.

27.14 Relationship with the other Finance Parties

- (a) Subject to Clause 24.9 (*Pro rata interest settlement*), the Agent may treat the person shown in its records as Lender at the opening of business (in the place of the Agent's principal office as notified to the Finance Parties from time to time) as the Lender acting through its Facility Office entitled to receive and act upon any notice, request, document or communication or make any decision or determination under any Finance Document made or delivered on that day, unless it has received not less than five Business Days' prior notice from that Lender to the contrary in accordance with the terms of this Agreement.
- (b) Any Lender may by notice to the Agent appoint a person to receive on its behalf all notices, communications, information and documents to be made or despatched to that Lender under the Finance Documents. Such notice shall contain the address, fax number and (where communication by electronic mail or other electronic means is permitted under Clause 33.5 (*Electronic communication*)) electronic mail address and/or any other information required to enable the transmission of information by that means (and, in each case, the department or officer, if any, for whose attention communication is to be made) and be treated as a notification of a substitute address, fax number, electronic mail address (or such other information), department and officer by that Lender for the purposes of Clause 33.2 (*Addresses*) and paragraph (a)(ii) of Clause 33.5 (*Electronic communication*) and the Agent shall be entitled to treat such person as the person entitled to receive all such notices, communications, information and documents as though that person were that Lender.
- (c) Each Finance Party shall supply the Security Agent with any information that the Security Agent may reasonably specify as being necessary or desirable to enable the Security Agent to perform its functions as Security Agent.

27.15 Credit appraisal by the Lenders

Without affecting the responsibility of any Obligor for information supplied by it or on its behalf in connection with any Finance Document and each Lender confirms to the Agent and the Security Agent that it has been, and will continue to be, solely responsible for making its own independent appraisal and investigation of all risks arising under or in connection with any Finance Document including but not limited to:

- (a) the financial condition, status and nature of any Obligor;
- (b) the legality, validity, effectiveness, adequacy or enforceability of any Finance Document, the Security Property and any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document or the Security Property;
- (c) whether that Finance Party has recourse, and the nature and extent of that recourse, against any Party or any of its respective assets under or in connection with any Finance Document, the Security Property, the transactions contemplated by the Finance Documents or any other agreement, arrangement or document entered into, made or

executed in anticipation of, under or in connection with any Finance Document or the Security Property;

- (d) the adequacy, accuracy or completeness of the Property Report and any other information provided by the Agent, the Security Agent, any Party or by any other person under or in connection with any Finance Document, the transactions contemplated by any Finance Document or any other agreement, arrangement or document entered into, made or executed in anticipation of, under or in connection with any Finance Document; and
- (e) the right or title of any person in or to, or the value or sufficiency of any part of, the Security Assets, the priority of any of the Transaction Security or the existence of any Security affecting the Security Assets.

27.16 Agent's and Security Agent's management time

- (a) Any amount payable to the Agent or Security Agent under Clauses 14.3 (*Indemnity to the Agent*), 14.4 (*Indemnity to the Security Agent*), 16 (*Costs and expenses*) and 27.12 (*Lenders' indemnity to the Agent and Security Agent*) shall include the cost of utilising the management time or other resources of the Agent or Security Agent (as applicable) and will be calculated on the basis of such reasonable daily or hourly rates as the Agent or Security Agent may notify to the Obligors' Agent and the other Finance Parties, and is in addition to any fee paid or payable to the Agent or Security Agent under Clause 11 (*Fees*).
- (b) Without prejudice to paragraph (a) above, in the event of:
 - (i) a Default;
 - (ii) the Security Agent considering it necessary or expedient; or
 - (iii) the Security Agent being requested by any Obligor or the Majority Lenders to undertake duties which the Security Agent and the Obligors agree to be of an exceptional nature or outside the scope of the normal duties of the Security Agent under the Finance Documents; or
 - (iv) the Security Agent and the Obligors agreeing that it is otherwise appropriate in the circumstances,

the Obligors shall pay to the Security Agent any additional remuneration that may be agreed between them or determined pursuant to paragraph (c) below.

- (c) If the Security Agent and the Obligors fail to agree upon the nature of the duties, or upon the additional remuneration referred to in paragraph (b) above or whether additional remuneration is appropriate in the circumstances, any dispute shall be determined by an investment bank (acting as an expert and not as an arbitrator) selected by the Security Agent and approved by the Obligors or, failing approval, nominated (on the application of the Security Agent) by the President for the time being of the Law Society of Hong Kong (the costs of the nomination and of the investment bank being payable by the Obligors) and the determination of any investment bank shall be final and binding upon the Parties.

27.17 Deduction from amounts payable by the Agent

If any Party owes an amount to the Agent under the Finance Documents the Agent may, after giving notice to that Party, deduct an amount not exceeding that amount from any payment to that Party which the Agent would otherwise be obliged to make under the Finance Documents and apply the amount deducted in or towards satisfaction of the amount owed. For the purposes of the Finance Documents that Party shall be regarded as having received any amount so deducted.

27.18 Reliance and engagement letters

Each Finance Party and Secured Party confirms that each of the Agent and the Security Agent has authority to accept on its behalf (and ratifies the acceptance on its behalf of any letters or reports already accepted by the Agent or the Security Agent) the terms of any reliance letter or engagement letters relating to the Property Report or any reports or letters provided by accountants, auditors or providers of due diligence reports in connection with the Finance Documents or the transactions contemplated in the Finance Documents and to bind it in respect of those Property Report, reports or letters and to sign such letters on its behalf and further confirms that it accepts the terms and qualifications set out in such letters.

27.19 No responsibility to perfect Transaction Security

The Security Agent shall not be liable for any failure to:

- (a) require the deposit with it of any deed or document certifying, representing or constituting the title of any Obligor to any of the Security Assets;
- (b) obtain any licence, consent or other authority for the execution, delivery, legality, validity, enforceability or admissibility in evidence of any Finance Document or the Transaction Security;
- (c) register, file or record or otherwise protect any of the Transaction Security (or the priority of any of the Transaction Security) under any law or regulation or to give notice to any person of the execution of any Finance Document or of the Transaction Security;
- (d) take, or to require any Obligor to take, any step to perfect its title to any of the Security Assets or to render the Transaction Security effective or to secure the creation of any ancillary Security under any law or regulation; or
- (e) require any further assurance in relation to any Security Document.

27.20 Insurance by Security Agent

(a) The Security Agent shall not be obliged:

- (i) to insure any of the Security Assets;
- (ii) to require any other person to maintain any insurance; or
- (iii) to verify any obligation to arrange or maintain insurance contained in any Finance Document,

and the Security Agent shall not be liable for any damages, costs or losses to any person as a result of the lack of, or inadequacy of, any such insurance.

(b) Where the Security Agent is named on any insurance policy as an insured party, it shall not be liable for any damages, costs or losses to any person as a result of its failure to notify the insurers

of any material fact relating to the risk assumed by such insurers or any other information of any kind, unless the Majority Lenders request it to do so in writing and the Security Agent fails to do so within 14 days after receipt of that request.

27.21 Custodians and nominees

The Security Agent may appoint and pay any person to act as a custodian or nominee on any terms in relation to any asset of the trust as the Security Agent may determine, including for the purpose of depositing with a custodian this Agreement or any document relating to the trust created under this Agreement and the Security Agent shall not be responsible for any loss, liability, expense, demand, cost, claim or proceedings incurred by reason of the misconduct, omission or default on the part of any person appointed by it under this Agreement or be bound to supervise the proceedings or acts of any person.

27.22 Delegation by the Security Agent

- (a) Each of the Security Agent, any Receiver and any Delegate may, at any time, delegate by power of attorney or otherwise to any person for any period, all or any right, power, authority or discretion vested in it in its capacity as such.
- (b) That delegation may be made upon any terms and conditions (including the power to sub-delegate) and subject to any restrictions that the Security Agent, that Receiver or that Delegate (as the case may be) may, in its discretion, think fit in the interests of the Secured Parties.
- (c) No Security Agent, Receiver or Delegate shall be bound to supervise, or be in any way responsible for any damages, costs or losses incurred by reason of any misconduct, omission or default on the part of, any such delegate or sub-delegate.

27.23 Additional Security Agents

- (a) The Security Agent may at any time appoint (and subsequently remove) any person to act as a separate trustee or as a co-trustee jointly with it:
 - (i) if it considers that appointment to be in the interests of the Secured Parties;
 - (ii) for the purposes of conforming to any legal requirement, restriction or condition which the Security Agent deems to be relevant; or
 - (iii) for obtaining or enforcing any judgment in any jurisdiction,and the Security Agent shall give prior notice to the Obligors' Agent and the Finance Parties of that appointment.
- (b) Any person so appointed shall have the rights, powers, authorities and discretions (not exceeding those given to the Security Agent under or in connection with the Finance Documents) and the duties, obligations and responsibilities that are given or imposed by the instrument of appointment.
- (c) The remuneration that the Security Agent may pay to that person, and any costs and expenses (together with any applicable Indirect Tax) incurred by that person in performing its functions pursuant to that appointment shall, for the purposes of this Agreement, be treated as costs and expenses incurred by the Security Agent.

27.24 **Acceptance of title**

The Security Agent shall be entitled to accept without enquiry, and shall not be obliged to investigate, any right and title that any Obligor may have to any of the Security Assets and shall not be liable for, or bound to require any Obligor to remedy, any defect in its right or title.

27.25 **Winding up of trust**

If the Security Agent, with the approval of the Agent, determines that:

- (a) all of the Secured Liabilities and all other obligations secured by the Security Documents have been fully and finally discharged; and
- (b) no Secured Party is under any commitment, obligation or liability (actual or contingent) to make advances or provide other financial accommodation to any Obligor pursuant to the Finance Documents,

then:

- (i) the trusts set out in this Agreement shall be wound up and the Security Agent shall release, without recourse or warranty, all of the Transaction Security and the rights of the Security Agent under each of the Security Documents; and
- (ii) any Security Agent which has resigned pursuant to Clause 27.13 (*Resignation of the Agent and the Security Agent*) shall release, without recourse or warranty, all of its rights under each Security Document.

27.26 **Powers supplemental to Trustee Ordinance**

The rights, powers, authorities and discretions given to the Security Agent under or in connection with the Finance Documents shall be supplemental to the Trustee Ordinance and in addition to any which may be vested in the Security Agent by law or regulation or otherwise.

27.27 **Trustee Ordinance**

- (a) Section 3A of the Trustee Ordinance shall not apply to the duties of the Security Agent in relation to the trusts constituted by this Agreement. Where there are any inconsistencies between the Trustee Ordinance and the provisions of this Agreement, the provisions of this Agreement shall, to the extent permitted by law and regulation, prevail and, in the case of any inconsistency with the Trustee Ordinance, the provisions of this Agreement shall constitute a restriction or exclusion for the purposes of the Trustee Ordinance.
- (b) Any statutory duty of care provided for in the Trustee Ordinance shall not apply to any function, right, power, discretion or act of the Security Agent, provided that if the Security Agent fails to show the degree of care and diligence required of it as trustee, nothing in this Agreement shall relieve it, or indemnify it against property held under the trusts hereunder, from or against any liability which would otherwise attach to it in respect of a breach of trust arising from any gross negligence, wilful misconduct or fraud of which it may be guilty.

28. **Application of Proceeds**

28.1 **Order of application**

Subject to Clause 28.2 (*Prospective liabilities*), all amounts from time to time received or recovered by the Security Agent pursuant to the terms of any Finance Document or in connection with the

realisation or enforcement of all or any part of the Transaction Security (for the purposes of this Clause 28, the "**Recoveries**") shall be held by the Security Agent on trust to apply them at any time as the Security Agent (in its discretion) sees fit, to the extent permitted by applicable law (and subject to the provisions of this Clause 28, in the following order:

- (a) in discharging any sums owing to the Security Agent, any Receiver or any Delegate;
- (b) in payment of all costs and expenses incurred by the Agent or any Secured Party in connection with any realisation or enforcement of the Transaction Security taken in accordance with the terms of this Agreement; and
- (c) in payment to the Agent for application in accordance with Clause 31.5 (*Partial payments*).

28.2 **Prospective liabilities**

Following the Agent's exercise of any of its rights under Clause 23.19 (*Acceleration*), the Security Agent may, in its discretion, hold any amount of the Recoveries in an interest bearing suspense or impersonal account(s) in the name of the Security Agent with such financial institution (including itself) and for so long as the Security Agent shall think fit (the interest being credited to the relevant account) for later application under Clause 28.1 (*Order of application*) in respect of:

- (a) any sum to the Security Agent, any Receiver or any Delegate; and
- (b) any part of the Secured Liabilities,

that the Security Agent reasonably considers, in each case, might become due or owing at any time in the future.

28.3 **Investment of proceeds**

Prior to the application of the proceeds of the Recoveries in accordance with Clause 28.1 (*Order of application*) the Security Agent may, in its discretion, hold all or part of those proceeds in an interest bearing suspense or impersonal account(s) in the name of the Security Agent with such financial institution (including itself) and for so long as the Security Agent shall think fit (the interest being credited to the relevant account) pending the application from time to time of those moneys in the Security Agent's discretion in accordance with the provisions of this Clause 28.

28.4 **Currency conversion**

- (a) For the purpose of, or pending the discharge of, any of the Secured Liabilities the Security Agent may convert any moneys received or recovered by the Security Agent from one currency to another, at a market rate of exchange.
- (b) The obligations of any Obligor to pay in the due currency shall only be satisfied to the extent of the amount of the due currency purchased after deducting the costs of conversion.

28.5 **Permitted deductions**

The Security Agent shall be entitled, in its discretion:

- (a) to set aside by way of reserve amounts required to meet, and to make and pay, any deductions and withholdings (on account of taxes or otherwise) which it is or may be required by any applicable law to make from any distribution or payment made by it under this Agreement; and

- (b) to pay all Taxes which may be assessed against it in respect of any of the Security Assets, or as a consequence of performing its duties, or by virtue of its capacity as Security Agent under any of the Finance Documents or otherwise (other than in connection with its remuneration for performing its duties under this Agreement).

28.6 **Good discharge**

- (a) Any payment to be made in respect of the Secured Liabilities by the Security Agent may be made to the Agent on behalf of the Finance Parties and any payment made in that way shall be a good discharge, to the extent of that payment, by the Security Agent.
- (b) The Security Agent is under no obligation to make the payments to the Agent under paragraph (a) above in the same currency as that in which the obligations and liabilities owing to the relevant Finance Party are denominated.

29. **Conduct of business by the Finance Parties**

No provision of this Agreement will:

- (a) interfere with the right of any Finance Party to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;
- (b) oblige any Finance Party 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 any Finance Party to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

30. **Sharing among the Finance Parties**

30.1 **Payments to Finance Parties**

If a Finance Party (a "**Recovering Finance Party**") receives or recovers any amount from an Obligor other than in accordance with Clause 31 (*Payment mechanics*) (a "**Recovered Amount**") and applies that amount to a payment due under the Finance Documents then:

- (a) the Recovering Finance Party shall, within three Business Days, notify details of the receipt or recovery to the Agent;
- (b) the Agent shall determine whether the receipt or recovery is in excess of the amount the Recovering Finance Party would have been paid had the receipt or recovery been received or made by the Agent and distributed in accordance with Clause 31 (*Payment mechanics*), without taking account of any Tax which would be imposed on the Agent in relation to the receipt, recovery or distribution; and
- (c) the Recovering Finance Party shall, within three Business Days of demand by the Agent, pay to the Agent an amount (the "**Sharing Payment**") equal to such receipt or recovery less any amount which the Agent determines may be retained by the Recovering Finance Party as its share of any payment to be made, in accordance with Clause 31.5 (*Partial payments*).

30.2 **Redistribution of payments**

The Agent shall treat the Sharing Payment as if it had been paid by the relevant Obligor and distribute it between the Finance Parties (other than the Recovering Finance Party) (the "**Sharing Finance Parties**", each, a "**Sharing Finance Party**") in accordance with Clause 31.5 (*Partial payments*) towards the obligations of that Obligor to the Sharing Finance Parties.

30.3 **Recovering Finance Party's rights**

On a distribution by the Agent under Clause 30.2 (*Redistribution of payments*) of a payment received by a Recovering Finance Party from an Obligor, as between the relevant Obligor and the Recovering Finance Party, an amount of the Recovered Amount equal to the Sharing Payment will be treated as not having been paid by that Obligor.

30.4 **Reversal of redistribution**

If any part of the Sharing Payment received or recovered by a Recovering Finance Party becomes repayable and is repaid by that Recovering Finance Party, then:

- (a) each Sharing Finance Party shall, upon request of the Agent, pay to the Agent for the account of that Recovering Finance Party an amount equal to the appropriate part of its share of the Sharing Payment (together with an amount as is necessary to reimburse that Recovering Finance Party for its proportion of any interest on the Sharing Payment which that Recovering Finance Party is required to pay) (the "**Redistributed Amount**"); and
- (b) as between the relevant Obligor and each relevant Sharing Finance Party, an amount equal to the relevant Redistributed Amount will be treated as not having been paid by that Obligor.

30.5 **Exceptions**

- (a) This Clause 30 shall not apply to the extent that the Recovering Finance Party would not, after making any payment pursuant to this Clause, have a valid and enforceable claim against the relevant Obligor.
- (b) A Recovering Finance Party is not obliged to share with any other Finance Party any amount which the Recovering Finance Party has received or recovered as a result of taking legal or arbitration proceedings, if:
 - (i) it notified that other Finance Party of the legal or arbitration proceedings; and
 - (ii) that other Finance Party had an opportunity to participate in those legal or arbitration proceedings but did not do so as soon as reasonably practicable having received notice and did not take separate legal or arbitration proceedings.

SECTION 11
ADMINISTRATION

31. Payment mechanics

31.1 Payments to the Agent

- (a) On each date on which an Obligor or a Lender is required to make a payment under a Finance Document, that Obligor or Lender shall make the same available to the Agent (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Agent as being customary at the time for settlement of transactions in the relevant currency in the place of payment.
- (b) Payment shall be made to such account in the principal financial centre of the country of that currency and with such bank as the Agent, in each case, specifies.

31.2 Distributions by the Agent

Each payment received by the Agent under the Finance Documents for another Party shall, subject to Clauses 31.3 (*Distributions to an Obligor*) and 31.4 (*Clawback and pre-funding*) be made available by the Agent as soon as practicable after receipt to the Party entitled to receive payment in accordance with this Agreement (in the case of a Lender, for the account of its Facility Office), to such account as that Party may notify to the Agent by not less than five Business Days' notice with a bank specified by that Party in the principal financial centre of the country of that currency.

31.3 Distributions to an Obligor

The Agent may (with the consent of the Obligor or in accordance with Clause 32 (*Set-off*)) apply any amount received by it for that Obligor in or towards payment (on the date and in the currency and funds of receipt) of any amount due from that Obligor under the Finance Documents or in or towards purchase of any amount of any currency to be so applied.

31.4 Clawback and pre-funding

- (a) Where a sum is to be paid to the Agent under the Finance Documents for another Party, the Agent is not obliged to pay that sum to that other Party (or to enter into or perform any related exchange contract) until it has been able to establish to its satisfaction that it has actually received that sum.
- (b) Unless paragraph (c) below applies, if the Agent pays an amount to another Party and it proves to be the case that the Agent had not actually received that amount, then the Party to whom that amount (or the proceeds of any related exchange contract) was paid by the Agent shall on demand refund the same to the Agent together with interest on that amount from the date of payment to the date of receipt by the Agent, calculated by the Agent to reflect its cost of funds.
- (c) If the Agent has notified the Lenders that it is willing to make available amounts for the account of the Borrower before receiving funds from the Lenders then if and to the extent that the Agent does so but it proves to be the case that it does not then receive funds from a Lender in respect of a sum which it paid to the Borrower:
 - (i) the Agent shall notify the Obligors' Agent of that Lender's identity and the Borrower to whom that sum was made available shall on demand refund it to the Agent; and

- (ii) the Lender by whom those funds should have been made available or, if that Lender fails to do so, the Borrower to whom that sum was made available, shall on demand pay to the Agent the amount (as certified by the Agent) which will indemnify the Agent against any funding cost incurred by it as a result of paying out that sum before receiving those funds from that Lender.

31.5 **Partial payments**

- (a) If the Agent or the Security Agent (as applicable) receives a payment that is insufficient to discharge all the amounts then due and payable by an Obligor under the Finance Documents, the Agent or the Security Agent (as applicable) shall apply that payment towards the obligations of that Obligor under the Finance Documents in the following order:
 - (i) **first**, in or towards payment *pro rata* of any unpaid amount owing to the Agent, the Security Agent, any Receiver or any Delegate under the Finance Documents;
 - (ii) **secondly**, in or towards payment *pro rata* of any accrued interest, Break Costs, any fees (other than as provided in paragraph (i) above) due but unpaid under this Agreement;
 - (iii) **thirdly**, in or towards payment *pro rata* of any principal due but unpaid under this Agreement; and
 - (iv) **fourthly**, in or towards payment *pro rata* of any other sum due but unpaid under the Finance Documents.
- (b) The Agent shall, if so directed by the Majority Lenders, vary, or instruct the Security Agent to vary (as applicable), the order set out in paragraphs (a)(ii) to (a)(iv) above. Any such variation may include the re-ordering of obligations set out in any such paragraph.
- (c) Paragraphs (a) and (b) above will override any appropriation made by an Obligor.

31.6 **No set-off by Obligor**

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

31.7 **Business Days**

- (a) Any payment under the Finance Documents 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.

31.8 **Currency of account**

- (a) Subject to paragraphs (b) and (c) below, Hong Kong dollars is the currency of account and payment for any sum due from an Obligor under any Finance Document.
- (b) Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.
- (c) Any amount expressed to be payable in a currency other than Hong Kong dollars shall be paid in that other currency.

31.9 **Disruption to payment systems etc.**

If either the Agent determines (in its discretion) that a Disruption Event has occurred or the Agent is notified by the Obligors' Agent that a Disruption Event has occurred:

- (a) the Agent may, and shall if requested to do so by the Obligors' Agent, consult with the Obligors' Agent with a view to agreeing with the Obligors' Agent such changes to the operation or administration of the Facility as the Agent may deem necessary in the circumstances;
- (b) the Agent shall not be obliged to consult with the Obligors' Agent in relation to any changes mentioned in paragraph (a) above if, in its opinion, it is not practicable to do so in the circumstances and, in any event, shall have no obligation to agree to such changes;
- (c) the Agent may consult with the Finance Parties in relation to any changes mentioned in paragraph (a) above but shall not be obliged to do so if, in its opinion, it is not practicable to do so in the circumstances;
- (d) any such changes agreed upon by the Agent and the Obligors' Agent shall (whether or not it is finally determined that a Disruption Event has occurred) be binding upon the Parties as an amendment to (or, as the case may be, waiver of) the terms of the Finance Documents notwithstanding the provisions of Clause 37 (*Amendments and waivers*);
- (e) the Agent shall not be liable for any damages, costs or losses to any person, any diminution in value or any liability whatsoever (including, without limitation for negligence, gross negligence or any other category of liability whatsoever but not including any claim based on the fraud of the Agent) arising as a result of its taking, or failing to take, any actions pursuant to or in connection with this Clause 31.9; and
- (f) the Agent shall notify the Finance Parties of all changes agreed pursuant to paragraph (d) above.

32. **Set-off**

A Finance Party may set off any matured obligation due from an Obligor under the Finance Documents (to the extent beneficially owned by that Finance Party) against any matured obligation owed by that Finance Party to that Obligor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Finance Party may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

33. **Notices**

33.1 **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 fax or letter.

33.2 **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 the Finance Documents is:

- (a) in the case of each Obligor, that identified with its name below;
- (b) in the case of each Lender or any other Obligor, that notified in writing to the Agent on or prior to the date on which it becomes a Party; and
- (c) in the case of the Agent and the Security Agent, that identified with its name below, or any substitute address or fax number or department or officer as the Party may notify to the Agent (or the Agent may notify to the other Parties, if a change is made by the Agent) by not less than five Business Days' notice.

33.3 **Delivery**

- (a) Any communication or document made or delivered by one person to another under or in connection with the Finance Documents will only be effective:
 - (i) if by way of fax, when received in legible form; or
 - (ii) if by way of letter, when it has been left at the relevant address or three 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 33.2 (*Addresses*), if addressed to that department or officer.
- (b) Any communication or document to be made or delivered to the Agent or the Security Agent will be effective only when actually received by the Agent or the Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Agent's or the Security Agent's signature below (or any substitute department or officer as the Agent or Security Agent shall specify for this purpose).
- (c) All notices from or to an Obligor shall be sent through the Agent.
- (d) Any communication or document made or delivered to the Obligors' Agent in accordance with this Clause will be deemed to have been made or delivered to each of the Obligors.
- (e) Any communication or document which becomes effective, in accordance with paragraphs (a) to (d) above, after 5:00 p.m. in the place of receipt shall be deemed only to become effective on the following day.

33.4 **Notification of address and fax number**

Promptly upon changing its address or fax number, the Agent shall notify the other Parties.

33.5 **Electronic communication**

- (a) Any communication or document to be made or delivered by one Party to another under or in connection with the Finance Documents may be made or delivered by electronic mail or other electronic means (including, without limitation, by way of posting to a secure website) if those two Parties:
 - (i) notify each other in writing of their electronic mail address and/or any other information required to enable the transmission 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 Business Days' notice.

- (b) Any such electronic communication or delivery as specified in paragraph (a) above to be made between an Obligor and a Finance Party may only be made in that way to the extent that those two Parties agree that, unless and until notified to the contrary, this is to be an accepted form of communication or delivery.
- (c) Any such electronic communication or document as specified in paragraph (a) above made or delivered by one Party to another will be effective only when actually received (or made available) in readable form and in the case of any electronic communication or document made or delivered by a Party to the Agent or the Security Agent only if it is addressed in such a manner as the Agent or the Security Agent shall specify for this purpose.
- (d) Any electronic communication or document which becomes effective, in accordance with paragraph (c) above, after 5:00 p.m. in the place in which the Party to whom the relevant communication or document is sent or made available has its address for the purpose of this Agreement shall be deemed only to become effective on the following day.
- (e) Any reference in a Finance Document to a communication being sent or received or a document being delivered shall be construed to include that communication or document being made available in accordance with this Clause 33.5.

33.6 English language

- (a) Any notice given under or in connection with any Finance Document must be in English.
- (b) All other documents provided under or in connection with any Finance Document must be:
 - (i) in English; or
 - (ii) if not in English, and if so required by the Agent, accompanied by a certified English translation and, in this case, the English translation will prevail unless the document is a constitutional, statutory or other official document.

34. Calculations and certificates

34.1 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 a Finance Party are *prima facie* evidence of the matters to which they relate.

34.2 Certificates and determinations

Any certification or determination by a Finance Party of a rate or amount under any Finance Document is, in the absence of manifest error, conclusive evidence of the matters to which it relates.

34.3 Day count convention

Any interest, commission or fee accruing under a Finance Document will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 360 days or, in any case where the practice in the Relevant Market differs, in accordance with that market practice.

34.4 **No refund**

Any interest, fees, costs or any other amounts paid by any Obligor to any Finance Party (including, in each case, any such amounts paid in advance) shall be non-refundable.

35. **Partial invalidity**

If, at any time, any provision of a Finance Document 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.

36. **Remedies and waivers**

No failure to exercise, nor any delay in exercising, on the part of any Finance Party, any right or remedy under a Finance Document shall operate as a waiver of any such right or remedy or constitute an election to affirm any of the Finance Documents. No election to affirm any Finance Document on the part of any Finance Party shall be effective unless it is 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 each Finance Document are cumulative and not exclusive of any rights or remedies provided by law.

37. **Amendments and waivers**

37.1 **Required consents**

- (a) Subject to Clauses 37.2 (*All Lender matters*) and 37.3 (*Other exceptions*), any term of the Finance Documents may be amended or waived only with the consent of the Majority Lenders and the Obligors' Agent and any such amendment or waiver will be binding on all Parties.
- (b) The Agent may effect, on behalf of any Finance Party, any amendment or waiver permitted by this Clause 37.
- (c) Without prejudice to the generality of paragraphs (c), (d) and (e) of Clause 27.8 (*Rights and discretions*), the Agent may engage, pay for and rely on the services of lawyers in determining the consent level required for and effecting any amendment, waiver or consent under this Agreement.
- (d) Each Obligor agrees to any such amendment or waiver permitted by this Clause 37 which is agreed to by the Obligors' Agent. This includes any amendment or waiver which would, but for this paragraph (d), require the consent of all of the Obligors.
- (e) Paragraph (c) of Clause 24.9 (*Pro rata interest settlement*) shall apply to this Clause 37.

37.2 **All Lender matters**

An amendment, waiver or (in the case of a Security Document) a consent of, or in relation to, any term of a Finance Document that has the effect of changing or which relates to:

- (a) the definition of "**Majority Lenders**" in Clause 1.1 (*Definitions*);
- (b) an extension to the date of payment of any amount under the Finance Documents;
- (c) a reduction in the Interest Rate or a reduction in the amount of any payment of principal, interest, fees or commission payable;
- (d) a change in currency of payment of any amount under the Finance Documents;

- (e) an increase in any Commitment or the Total Commitments, an extension of any Availability Period or any requirement that a cancellation of Commitments reduces the Commitments rateably under the Facility;
- (f) a change to the Obligors;
- (g) any provision which expressly requires the consent of all the Lenders;
- (h) Clause 2.2 (*Finance Parties' rights and obligations*), Clause 5.1 (*Delivery of a Utilisation Request*), Clause 24 (*Changes to the Lenders*), Clause 26 (*Changes to the Obligors*), Clause 30 (*Sharing among the Finance Parties*), this Clause 37, Clause 40 (*Governing law*) or Clause 41.1 (*Jurisdiction*);
- (i) (other than as expressly permitted by the provisions of any Finance Document) the nature or scope of:
 - (A) the guarantee and indemnity granted under Clause 17 (*Guarantee and indemnity*);
 - (B) the Security Assets; or
 - (C) the manner in which the proceeds of enforcement of the Transaction Security are distributed

(except in the case of paragraphs (B) and (C) above, insofar as it relates to a sale or disposal of an asset which is the subject of the Transaction Security where such sale or disposal is expressly permitted under this Agreement or any other Finance Document); or
- (j) the release of any guarantee and indemnity granted under Clause 17 (*Guarantee and indemnity*) or of any Transaction Security unless permitted under this Agreement or any other Finance Document or relating to a sale or disposal of an asset which is the subject of the Transaction Security where such sale or disposal is expressly permitted under this Agreement or any other Finance Document,

shall not be made, or given, without the prior consent of all the Lenders.

37.3 **Other exceptions**

An amendment or waiver which relates to the rights or obligations of the Agent or the Security Agent (each in their capacity as such) may not be effected without the consent of the Agent or the Security Agent, as the case may be.

37.4 **Split voting**

A Lender may by notice to the Agent divide its participation in the outstanding Loan or Commitment into separate amounts to reflect participations or similar arrangements and for the purposes solely of counting towards any decision or vote by that Lender require those separate amounts to be counted separately in that decision or vote for the purposes of the Finance Documents.

38. **Confidential information**

38.1 **Confidentiality**

Each Finance Party agrees to keep all Confidential Information confidential and not to disclose it to anyone, save to the extent permitted by Clauses 38.2 (*Disclosure of Confidential Information*) and 38.3 (*Disclosure to numbering service providers*), 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.

38.2 Disclosure of Confidential Information

Any Finance Party may disclose:

- (a) to any of its Affiliates and Related Funds and any of its or their officers, directors, employees, professional advisers, auditors, partners and Representatives such Confidential Information as that Finance Party 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 except that there shall be no such requirement to so inform if the recipient is subject to professional obligations to maintain the confidentiality of the information or is otherwise bound by requirements of confidentiality in relation to the Confidential 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 or which succeeds (or which may potentially succeed) it as Agent or Security Agent and, in each case, 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 one or more Obligors and to any of that person's Affiliates, Related Funds, Representatives and professional advisers;
 - (iii) appointed by any Finance Party or by a person to whom paragraph (b)(i) or (b)(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 (b) of Clause 27.15 (*Relationship with the other Finance Parties*));
 - (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;
 - (vii) to whom information is required to be disclosed in connection with any Insurance;

- (viii) to whom or for whose benefit that Finance Party charges, assigns or otherwise creates Security (or may do so) pursuant to Clause 24.8 (*Security over Lenders' rights*);
- (ix) who is a Party or any related entity of an Obligor;
- (x) to whom information is desirable to be disclosed in connection with, and for the purposes of, facilitating the realisation of the Security Assets or to facilitate the exercise of any right, power or discretion of any Secured Party in respect of any Transaction Security; or
- (xi) with the consent of the Obligors' Agent;

in each case, such Confidential Information as that Finance Party shall consider appropriate if:

- (A) in relation to paragraphs (b)(i), (b)(ii) and (b)(iii) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking except that there shall be no requirement for a Confidentiality Undertaking if the recipient is a professional adviser and is subject to professional obligations to maintain the confidentiality of the Confidential Information;
 - (B) in relation to paragraph (b)(iv) above, the person to whom the Confidential Information is to be given has entered into a Confidentiality Undertaking or is otherwise bound by requirements of confidentiality in relation to the Confidential Information they receive and is informed that some or all of such Confidential Information may be price-sensitive information;
 - (C) in relation to paragraphs (b)(v) to (b)(viii) above, the person to whom the Confidential Information is to be given is informed of its confidential nature and that some or all of such Confidential Information may be price-sensitive information except that there shall be no requirement to so inform if, in the opinion of that Finance Party, it is not practicable so to do in the circumstances;
- (c) to any person appointed by that Finance Party 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) if the service provider to whom the Confidential Information is to be given has entered into a confidentiality agreement substantially in the form of the APLMA Master Confidentiality Undertaking for Use With Administration/Settlement Service Providers or such other form of confidentiality undertaking agreed between the Obligors' Agent and the relevant Finance Party.

38.3 Disclosure to numbering service providers

- (a) Any Finance Party may disclose to any national or international numbering service provider appointed by that Finance Party to provide identification numbering services in respect of this Agreement, the Facility and/or one or more Obligors the following information:

- (i) names of Obligors;
- (ii) country of domicile of Obligors;
- (iii) place of incorporation of the Borrower;
- (iv) date of this Agreement;
- (v) Clause 40 (*Governing law*);
- (vi) the name of the Agent;
- (vii) date of each amendment of this Agreement;
- (viii) amount of Total Commitments;
- (ix) currency of the Facility;
- (x) type of the Facility;
- (xi) ranking of the Facility;
- (xii) Termination Date for the Facility;
- (xiii) changes to any of the information previously supplied pursuant to paragraphs (i) to (xii) above; and
- (xiv) such other information agreed between such Finance Party and the Obligors,

to enable such numbering service provider to provide its usual syndicated loan numbering identification services.

- (b) The Parties acknowledge and agree that each identification number assigned to this Agreement, the Facility and/or one or more Obligors by a numbering service provider and the information associated with each such number may be disclosed to users of its services in accordance with the standard terms and conditions of that numbering service provider.
- (c) Each Obligor represents that none of the information set out in paragraphs (a)(i) to (xiv) above is, nor will at any time be, unpublished price-sensitive information.
- (d) The Agent shall notify the Obligors' Agent and the other Finance Parties of:
 - (i) the name of any numbering service provider appointed by the Agent in respect of this Agreement, the Facility and/or one or more Obligors; and
 - (ii) the number or, as the case may be, numbers assigned to this Agreement, the Facility and/or one or more Obligors by such numbering service provider.

38.4 **Entire agreement**

This Clause 38 constitutes the entire agreement between the Parties in relation to the obligations of the Finance Parties under the Finance Documents regarding Confidential Information and supersedes any previous agreement, whether express or implied, regarding Confidential Information.

38.5 **Inside information**

Each of the Finance Parties acknowledges that some or all of the Confidential Information is or may be price-sensitive information and that the use of such information may be regulated or

prohibited by applicable legislation including securities law relating to insider dealing and market abuse and each of the Finance Parties undertakes not to use any Confidential Information for any unlawful purpose.

38.6 Notification of disclosure

Each of the Finance Parties agrees (to the extent permitted by law and regulation) to inform the Obligors' Agent:

- (a) of the circumstances of any disclosure of Confidential Information made pursuant to paragraph (b)(v) of Clause 38.2 (*Disclosure of Confidential Information*) except where such disclosure is made to any of the persons referred to in that paragraph during the ordinary course of its supervisory or regulatory function; and
- (b) upon becoming aware that Confidential Information has been disclosed in breach of this Clause 38.

38.7 Continuing obligations

The obligations in this Clause 38 are continuing and, in particular, shall survive and remain binding on each Finance Party for a period of 12 Months from the earlier of:

- (a) the date on which all amounts payable by the Obligors under or in connection with the Finance Documents have been paid in full and all Commitments have been cancelled or otherwise cease to be available; and
- (b) the date on which such Finance Party otherwise ceases to be a Finance Party.

39. 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.

SECTION 12
GOVERNING LAW AND ENFORCEMENT

40. Governing law

This Agreement is governed by Hong Kong law.

41. Enforcement

41.1 Jurisdiction

- (a) The courts of Hong Kong have exclusive jurisdiction to settle any dispute arising out of or in connection with any Finance Document (including a dispute relating to the existence, validity or termination of any Finance Document) (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) Notwithstanding paragraphs (a) and (b) above, no Finance Party shall be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Finance Parties may take concurrent proceedings in any number of jurisdictions.

41.2 Service of process

- (a) Without prejudice to any other mode of service allowed under any relevant law, each Guarantor:
 - (i) irrevocably appoints the Borrower as its agent for service of process in relation to any proceedings before the Hong Kong courts in connection with any Finance Document; and
 - (ii) agrees that failure by a process agent to notify the relevant Guarantor of the process will not invalidate the proceedings concerned.
- (b) If any person appointed as an agent for service of process is unable for any reason to act as agent for service of process, the Obligors' Agent (on behalf of all the Obligors) must immediately (and in any event within 30 days of such event taking place) appoint another agent on terms acceptable to the Agent. Failing this, the Agent may appoint another agent for this purpose.
- (c) The Borrower expressly agrees and consents to the provisions of this clause 41.2 (Service of process) and the corresponding provisions of any other Finance Document, and accepts its appointment as agent for service of process under each such provision.

42. Waiver of immunity

42.1 Waiver of immunity

Each Obligor irrevocably waives, to the extent permitted by applicable law, with respect to itself and its revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from:

- (a) suit;
- (b) jurisdiction of any court;
- (c) relief by way of injunction or order for specific performance or recovery of property;
- (d) attachment of its assets (whether before or after judgment); and

- (e) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction (and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any immunity in any such proceedings).

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

SCHEDULE 1
THE GUARANTORS

Name of Guarantor	Hong Kong Identity card number	Nationality/Residence
Ho Shung Pun (何崇本) ("HSP")	[REDACTED]	Hong Kong/Hong Kong
Ho Sai Wing (何世榮) ("HSW")	[REDACTED]	Hong Kong/Hong Kong

SCHEDULE 2
CONDITIONS PRECEDENT

1. Borrower

- (a) A copy of the constitutional documents and statutory registers of the Borrower.
- (b) A copy of a resolution of the board of directors of the Borrower:
 - (i) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it execute, deliver and perform the Finance Documents to which it is a party;
 - (ii) authorising a specified person or persons to execute the Finance Documents to which it is a party on its behalf; and
 - (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request and Compliance Certificate) to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party.
- (c) A specimen of the signature of each person authorised by the resolution referred to in paragraph (b) above.
- (d) A certificate of the Borrower (signed by a director) confirming that:
 - (i) borrowing or securing, as appropriate, the Total Commitments would not cause any borrowing, security or similar limit binding on the Borrower to be exceeded; and
 - (ii) it has consulted and obtained the advice of an independent financial adviser in respect of the terms, conditions and risks of the Finance Documents and the transactions contemplated by the Finance Documents.
- (e) A certificate of a director of the Borrower certifying that each copy document relating to it specified in this Schedule 2 is correct, complete and in full force and effect as at a date no earlier than the date of this Agreement, and that it is solvent.

2. Guarantors

- (a) A certified copy of the passport and identity card of each Guarantor.
- (b) A certified copy of the address proof of each Guarantor, each dated no more than two Months before the date of this Agreement.
- (c) Each Warning Notice.

3. Finance Documents

- (a) This Agreement, duly executed by each party thereto.
- (b) Each Security Agreement duly executed by each party thereto but undated.

- (c) All notices, acknowledgments, and other documents required to be delivered under each Security Agreement referred to in paragraph (b) above on the date of that Security Agreement duly executed by the relevant Obligor thereto but undated.
- (d) The copies of all other documents of title subject to or expressed to be subject to the Transaction Security under each Security Agreement (except the title deeds to the Properties).
- (e) Evidence that title deeds to each Plantation Road Property are held by or to the order of the Existing Facility A Lender on terms that they will be released in favour of and held by or to the order of the Security Agent on the Utilisation Date immediately following the Pay-off Time (Existing Facility A).
- (f) Evidence that title deeds to the Portofino Property are held by or to the order of the Existing Facility B Lender on terms that they will be released in favour of and held by or to the order of the Security Agent on the Utilisation Date immediately following the Pay-off Time (Existing Facility B).
- (g) An irrevocable authorisation granted by each Obligor in favour of the Security Agent or Linklaters to date and deliver each of the Finance Documents referred to in paragraph (b) above and the relevant deliverables under each Security Agreement.

4. Existing Facility A

- (a) A copy of each Existing Facility A Finance Document duly executed by the parties thereto.
- (b) A copy of the Pay-off Letter (Existing Facility A) duly executed by the parties thereto.
- (c) A copy of the Deed of Release (Existing Facility A) in the agreed form.
- (d) Evidence that the Existing Facility A will be repaid and discharged in full on the Utilisation Date.

5. Existing Facility B

- (a) A copy of each Existing Facility B Finance Document duly executed by the parties thereto.
- (b) A copy of the Pay-off Letter (Existing Facility B) duly executed by the parties thereto.
- (c) A copy of the Deed of Release (Existing Facility B) in the agreed form.
- (d) Evidence that the Existing Facility B will be repaid and discharged in full on the Utilisation Date.
- (e) Evidence of the repayment records under the Existing Facility B for the two months immediately preceding the Utilisation Date.

6. Property

- (a) The Government Lease and all other title deeds and documents of each Plantation Road Property evidencing good and marketable title to that Plantation Road Property in accordance with sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219 of the Laws of Hong Kong), showing the sole legal and beneficial ownership by Borrower of that Plantation Road Property (such title deeds and documents to be held by ONC Lawyers and to be released to the Agent after refinancing in full of the Existing Facility A on the Utilisation Date).

- (b) The Government Lease and all other title deeds and documents of the Portofino Property evidencing good and marketable title to the Portofino Property in accordance with sections 13 and 13A of the Conveyancing and Property Ordinance (Cap. 219 of the Laws of Hong Kong), showing the sole legal and beneficial ownership by HSP of the Portofino Property (such title deeds and documents to be held by ONC Lawyers and to be released to the Agent after refinancing in full of the Existing Facility B on the Utilisation Date).
- (c) Certified true copies of the government rates bill, government rent bill and management bill of the most recent month (or the most recent calendar quarter, as the case may be) in respect of each Property and evidence of payment of such bills and all premiums required to be paid under each Government Lease (other than any government rates in respect of the portion of the garage space "B" on the ground floor of No. 23 Plantation Road, Hong Kong).
- (d) A copy of a Hong Kong Land Registry search obtained by ONC Lawyers on the date of the Utilisation Request for each Property showing (i) no encumbrance or adverse entries to the title of each Property; and (ii) no existing Security over each Property, in each case other than any Security granted under (in the case of each Plantation Road Property) the Existing Facility A Mortgage and (in the case of the Portofino Property) the Existing Facility B Mortgage and the Existing Facility B Rental Assignment.
- (e) The Property Report in respect of each Property prepared and issued by ONC Lawyers.
- (f) A copy of the Initial Valuation in respect of each Property.
- (g) A copy of each insurance policy in relation to each insurance cover in force in respect of each Property and each premium receipt and evidence that the necessary premia have been paid.
- (h) Certified copies of all Lease Agreements.

7. **Legal opinion**

A legal opinion in relation to Hong Kong law from Linklaters addressed to the Original Lenders, the Agent and the Security Agent.

8. **Other documents and evidence**

- (a) Evidence that each of the Finance Parties has carried out and is satisfied that it has complied with all necessary "know your customer" or similar identification procedures in relation to the Finance Documents and the Obligors under all applicable laws and regulations.
- (b) A structure chart setting out the ownership of the Borrower and each Property.
- (c) Evidence that the amount of the paid-up share capital in the Borrower is at least HKD1,000,000 (or, if denominated in US dollars, equivalent of HKD1,000,000 in US dollars).
- (d) A copy of the TransUnion (TU) or Multiple Credit Reference Agency (MCRA) credit report of each Obligor, each dated no more than two Months before the Utilisation Date.
- (e) Certified true copies of the bank statements of each Obligor dated within three Months before the Utilisation Date.

- (f) Certificates from two different registered medical practitioners in Hong Kong, each certifying that HSP is not a “mentally disordered person” as defined under the Mental Health Ordinance (Cap. 136 of the Laws of Hong Kong) and is “mentally capable” and has “mental capacity” for the purposes and within the meaning of section 1A of the Powers of Attorney Ordinance (Cap. 31 of the Laws of Hong Kong), being dated as at the Utilisation Date.
- (g) Evidence that each Relevant Obligor has irrevocably and unconditionally authorised the Original Lender to appoint and contact property agents in Hong Kong for the purposes of marketing and selling each Property held by that Relevant Obligor.
- (h) Evidence that any other fees, and the costs and expenses then due from the Obligors pursuant to Clauses 11 (*Fees*) and 16 (*Costs and expenses*) have been paid or will be paid by the Utilisation Date.
- (i) A copy of any other Authorisation or other document, opinion or assurance which the Agent considers to be necessary or desirable (if it has notified the Borrower accordingly) in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document.

SCHEDULE 3
UTILISATION REQUEST

From: **HORN KING LIMITED (亨景有限公司)**, a company incorporated under the laws of Hong Kong with limited liability

To: [Agent]

Dated:

Dear Sirs

HORN KING LIMITED (亨景有限公司) – HKD103,000,000 Facility Agreement
dated [] (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)

Amount: HKD[] or, if less, the Available Facility
3. We confirm that each condition specified in clause 4.2 (*Further conditions precedent*) of the Agreement is satisfied on the date of this Utilisation Request.
4. The proceeds of this Loan should be credited to [account].
5. We authorise you to deduct from the proceeds of the Loan any interest payable in respect of the first Interest Period pursuant to clause 8 (*Interest*) of the Agreement and any fees, costs and expenses payable pursuant to clauses 11 (*Fees*) and 16 (*Costs and expenses*) of the Agreement which are due and payable on or before the Utilisation Date.
6. This Utilisation Request is irrevocable.

Yours faithfully

.....
authorised signatory for
HORN KING LIMITED (亨景有限公司)

SCHEDULE 4

FORM OF TRANSFER CERTIFICATE

To: [_____], [a company incorporated under the laws of [jurisdiction] with [limited liability]] as Agent

From: [The Existing Lender], [a company incorporated under the laws of [jurisdiction] with [limited liability]] (the "**Existing Lender**") and [The New Lender], [a company incorporated under the laws of [jurisdiction] with [limited liability]] (the "**New Lender**")

Dated:

HORN KING LIMITED (亨景有限公司) – HKD103,000,000 Facility Agreement dated [_____] (the "**Agreement**")

1. We refer to the Agreement. This is a Transfer Certificate. Terms defined in the Agreement have the same meaning in this Transfer Certificate unless given a different meaning in this Transfer Certificate.
2. We refer to Clause 24.5 (*Procedure for transfer*):
 - (a) The Existing Lender and the New Lender agree to the Existing Lender transferring to the New Lender by novation, and in accordance with clause 24.5 (*Procedure for transfer*) of the Agreement, all of the Existing Lender's rights and obligations under the Agreement and the other Finance Documents which relate to that portion of the Existing Lender's Commitment and participation in Loans under the Agreement as specified in the Schedule.
 - (b) The proposed Transfer Date is [_____].
 - (c) The Facility Office and address, fax number and attention details for notices of the New Lender for the purposes of clause 33.2 (*Addresses*) of the Agreement are set out in the Schedule.
3. The New Lender expressly acknowledges:
 - (a) the limitations on the Existing Lender's obligations set out in paragraph (c) of clause 24.4 (*Limitation of responsibility of Existing Lenders*) of the Agreement; and
 - (b) that it is the responsibility of the New Lender to ascertain whether any document is required or any formality or other condition is required to be satisfied to effect or perfect the transfer contemplated by this Transfer Certificate or otherwise to enable the New Lender to enjoy the full benefit of each Finance Document.
4. The New Lender confirms that it is a "**New Lender**" within the meaning of clause 24.1 (*Assignments and transfers by the Lenders*) of the Agreement.
5. The Existing Lender and the New Lender confirm that the New Lender is not an Obligor or an Affiliate of an Obligor.
6. This Transfer Certificate 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 Transfer Certificate.
7. This Transfer Certificate is governed by Hong Kong law.

8. This Transfer Certificate has been entered into on the date stated at the beginning of this Transfer Certificate.

Note: The execution of this Transfer Certificate may not transfer a proportionate share of the Existing Lender's interest in the Transaction Security in all jurisdictions. It is the responsibility of the New Lender to ascertain whether any other documents or other formalities are required to perfect a transfer of such a share in the Existing Lender's Transaction Security in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.

The Schedule
Commitment/rights and obligations to be transferred

[Insert relevant details]

[Facility Office address, fax number and attention details for notices and account details for payments,]

[Existing Lender]

By:

[New Lender]

By:

This Transfer Certificate is accepted by the Agent and the Transfer Date is confirmed as [_____].

[Agent]

By:

SCHEDULE 5
FORM OF ASSIGNMENT AGREEMENT

To: [_____], [a company incorporated under the laws of *[jurisdiction]* with [limited liability]] as Agent and **HORN KING LIMITED (亨景有限公司)**, a company incorporated under the laws of Hong Kong with limited liability as Borrower and Obligors' Agent, for and on behalf of each Obligor

From: [the *Existing Lender*], [a company incorporated under the laws of *[jurisdiction]* with [limited liability]] (the "**Existing Lender**") and [the *New Lender*], [a company incorporated under the laws of *[jurisdiction]* with [limited liability]] (the "**New Lender**")

Dated:

HORN KING LIMITED (亨景有限公司) – HKD103,000,000 Facility Agreement dated []
(the "Agreement")

1. We refer to the Agreement. This is an Assignment Agreement. Terms defined in the Agreement have the same meaning in this Assignment Agreement unless given a different meaning in this Assignment Agreement.
2. We refer to clause 24.6 (*Procedure for assignment*) of the Agreement:
 - (a) The Existing Lender assigns absolutely to the New Lender all the rights of the Existing Lender under the Agreement and the other Finance Documents which relate to that portion of the Existing Lender's Commitment and participations in Loans under the Agreement as specified in the Schedule.
 - (b) The Existing Lender is released from all the obligations of the Existing Lender which correspond to that portion of the Existing Lender's Commitment and participations in Loans under the Agreement specified in the Schedule.
 - (c) The New Lender becomes a Party as a Lender and is bound by obligations equivalent to those from which the Existing Lender is released under paragraph (b) above.¹
3. The proposed Transfer Date is [_____].
4. On the Transfer Date the New Lender becomes Party to the Finance Documents as a Lender.
5. The Facility Office and address, fax number and attention details for notices of the New Lender for the purposes of clause 33.2 (*Addresses*) of the Agreement are set out in the Schedule.
6. The New Lender expressly acknowledges:
 - (a) the limitations on the Existing Lender's obligations set out in paragraph (c) of clause 24.4 (*Limitation of responsibility of Existing Lenders*) of the Agreement; and

¹ If the Assignment Agreement is used in place of a Transfer Certificate in order to avoid a novation of rights/obligations for reasons relevant to a civil jurisdiction, local law advice should be sought to check the suitability of the Assignment Agreement due to the assumption of obligations contained in paragraph 2(c). This issue should be addressed at primary documentation stage.

- (b) that it is the responsibility of the New Lender to ascertain whether any document is required or any formality or other condition is required to be satisfied to effect or perfect the transfer contemplated by this Assignment Agreement or otherwise to enable the New Lender to enjoy the full benefit of each Finance Document.
7. The New Lender confirms that it is a "**New Lender**" within the meaning of clause 24.1 (*Assignments and transfers by the Lenders*) of the Agreement.
 8. The Existing Lender and the New Lender confirm that the New Lender is not an Obligor or an Affiliate of an Obligor.
 9. This Assignment Agreement acts as notice to the Agent (on behalf of each Finance Party) and, upon delivery in accordance with clause 24.6 (*Procedure for assignment*) of the Agreement, to the Obligors' Agent (on behalf of each Obligor) of the assignment referred to in this Assignment Agreement.
 10. This Assignment Agreement 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 Assignment Agreement.
 11. This Assignment Agreement is governed by Hong Kong law.
 12. This Assignment Agreement has been entered into on the date stated at the beginning of this Assignment Agreement.

The Schedule

Rights to be assigned and obligations to be released and undertaken

[Insert relevant details]

[Facility Office address, fax number and attention details for notices and account details for payments]

[Existing Lender]

[New Lender]

By:

By:

This Assignment Agreement is accepted by the Agent and the Transfer Date is confirmed as [_____].

Signature of this Assignment Agreement by the Agent constitutes confirmation by the Agent of receipt of notice of the assignment referred to herein, which notice the Agent receives on behalf of each Finance Party.

[Agent]

By:

Note: The execution of this Assignment Agreement may not transfer a proportionate share of the Existing Lender's interest in the Security in all jurisdictions. It is the responsibility of the New Lender to ascertain whether any other documents or other formalities are required to perfect a transfer of such a share in the Existing Lender's Security in any jurisdiction and, if so, to arrange for execution of those documents and completion of those formalities.

SCHEDULE 6
FORM OF COMPLIANCE CERTIFICATE

To: [], [a company incorporated under the laws of *[jurisdiction]* with [limited liability]] as Agent

From: **HORN KING LIMITED (亨景有限公司)**, a company incorporated under the laws of Hong Kong with limited liability

Dated:

Dear Sirs

HORN KING LIMITED (亨景有限公司) – HKD103,000,000 Facility Agreement dated []
(the "Agreement")

1. We refer to the Agreement. This is a Compliance Certificate. Terms defined in the Agreement have the same meaning when used in this Compliance Certificate unless given a different meaning in this Compliance Certificate.
2. We confirm that LTV Ratio is [] per cent..
3. We set out below calculations establishing the figures in paragraph 2 above:
[].
4. [We confirm that no Default is continuing.]*

Signed:

Director

of

HORN KING LIMITED (亨景有限公司)

* If this statement cannot be made, the Compliance Certificate should identify any Default that is continuing and the steps, if any, being taken to remedy it.

SCHEDULE 7

TIMETABLES

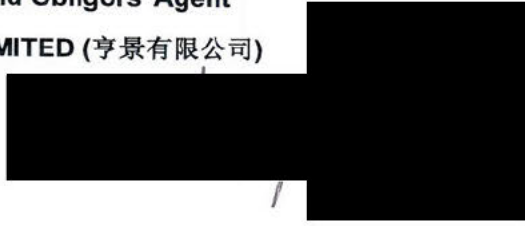
"D-" refers to the number of Business Days before the Utilisation Date

Delivery of a duly completed Utilisation Request (Clause 5.1 (<i>Delivery of a Utilisation Request</i>))	D-1 11:00 a.m.
Agent notifies the Lenders of the Loan in accordance with Clause 5.4 (<i>Lenders' participation</i>)	D-1 2:00 p.m.

SIGNATURES

As Borrower and Obligors' Agent
HORN KING LIMITED (亨景有限公司)

By:



Address: *Room 1908, 19/F, Crawford House, 70 Queen's Road Central, Hong Kong*

Fax:



Email:



Attention: *Ho Shung Pun*

Guarantor

HO SHUNG PUN (何崇本) (Hong Kong
identity card number [REDACTED])



Guarantor's Address:

Guarantor's Fax No:

Guarantor's Email:



Guarantor

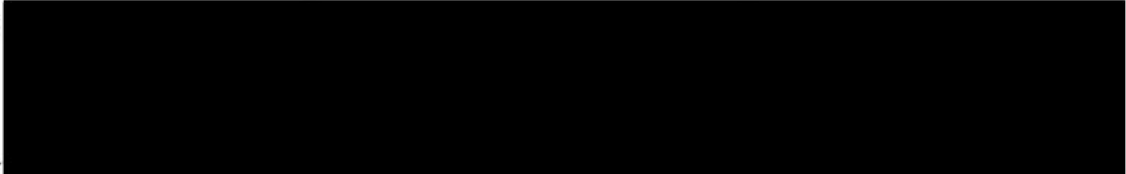
HO SAI WING (何世榮) (Hong Kong
identity card number [REDACTED])



Guarantor's Address:

Guarantor's Fax No:

Guarantor's Email:



The Agent

X8 FINANCE LIMITED

For and on behalf of

By: **X8 Finance Limited**



.....
Authorized Signature(s)

Address: Unit 2111A, 21/F, COSCO Tower, 183 Queen's Road Central, Sheung Wan, Hong Kong

Fax: 2531 0300

Email: tony.wongyt@x8finance.com

Attention: Tony Wong

The Security Agent

X8 FINANCE LIMITED

For and on behalf of

By: **X8 Finance Limited**

.....
Authorized Signature(s)

Address: Unit 2111A, 2/F, COSCO Tower, 183 Queen's Road Central, Sheung Wan, Hong Kong

Fax: 2531 0300

Email: tony.wongyt@x8finance.com

Attention: Tony Wong.

The Original Lender

X8 FINANCE LIMITED

For and on behalf of

By: **X8 Finance Limited**

.....
Authorized Signature(s)

Address: Unit 2111A, 21/F, COSCO Tower, 183 Queen's Road Central, Sheung Wan, Hong Kong

Fax: 2531 0300

Email: tong.wongyt@x8finance.com

Attention: Tony Wong