

Date: 18 September, 2017

**WIN DYNAMIC LIMITED**  
(as Borrower)

**and**

**MA KING HUEN, PHILIP**  
**and**  
**CHAN MAN WAI, CHARLES**  
(as Lenders)

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**LOAN AGREEMENT**  
**for a loan of up to HK\$98,700,000**  
**to fund acquisition of shares in a rights issue**

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**THIS AGREEMENT** dated 18 September 2017 is made

**BETWEEN:**

- (1) WIN DYNAMIC LIMITED, a company incorporated in Hong Kong whose registered office is at 5/F., 310 Gloucester Road, Causeway Bay, Hong Kong (the "Borrower"); and
- (2) MA KING HUEN, PHILIP of 24/F., Leighton Centre, 77 Leighton Road, Causeway Bay, Hong Kong ("Mr. Ma") and CHAN MAN WAI, CHARLES of Room 740, 7/F., The Parklane, 310 Gloucester Road, Causeway Bay, Hong Kong ("Mr. Chan" and together with Mr. Ma, the "Lenders")

WHEREAS the Borrower intends at or about the same time as entering into this Agreement to enter into an underwriting agreement with The Sincere Company, Limited as referred to in the draft Announcement a copy of which is annexed and the Lenders have agreed to put the Borrower in funds to satisfy its obligations thereunder and under the PAL Sale Agreement

**IT IS HEREBY AGREED** as follows:

1. INTERPRETATION

- 1.1 In this Agreement and the recital hereto, unless the context requires otherwise terms defined in the Announcement are used with those defined meanings and: -

"Advance" means the advance to made by the Lenders to the Borrower under this Agreement or, as the case may be, the principal amount of such advance from time to time outstanding;

"Drawdown Date" means the date on which Advance is to be made at the request of the Borrower in the Drawdown Notice;

"Drawdown Notice" means a notice substantially in the form set out in the Schedule, duly completed and executed;

"Loan" means at any time the aggregate amount outstanding to the Lenders or either of them under this Agreement.

1.2 The expressions "Borrower" and "Lenders" shall where the context permits include their respective successors and permitted assigns and any persons deriving title under them.

1.3 In this Agreement, unless the context requires otherwise; words importing the singular include the plural and vice versa and words importing gender or the neuter include both genders and the neuter; unless otherwise stated, references to Clauses and Appendices are to clauses of and appendices to this Agreement and references to this Agreement include its Appendices. Clause headings are inserted for ease of reference only and shall be ignored in construing this Agreement.

## 2. THE LOAN

The maximum aggregate amount of the Loan is HK\$[98,700,000 ]. Subject to Clause 3, the Advance shall be made by the Lenders in the proportions referred to in Clause 3 to the Borrower on the Drawdown Date if not later than 11:00 a.m. (Hong Kong time) on the Business Day before the proposed Drawdown Date the Lenders have received a Drawdown Notice (which shall be irrevocable and shall oblige the Borrower to borrow the Advance on the Drawdown Date stated in that Drawdown Notice upon the terms and conditions of this Agreement) therefor, and the proposed Drawdown Date is a Business Day. The Loan shall be interest-free.

## 3. LENDERS' OBLIGATIONS

3.1 The obligations of the Lenders to fund the Advance are limited so that Mr. Chan shall fund 25% of the Advance and Mr. Ma shall fund 75% (each obligation being rounded down to the nearest whole cent).

3.2 The obligations of the Lenders under this Agreement are several only (and not joint or joint and several) and neither of the Lenders shall be liable for any failure on the part of the other Lender to perform its obligations under this this Agreement. Notwithstanding the foregoing, each of the Lenders shall be entitled to enforce any or all its rights under this Agreement either alone or jointly with the other Lender.

## 4. CONDITIONS PRECEDENT

The Lenders shall not be obliged to make the Loan to the Borrower unless and until the Borrower has become obliged to subscribe for any Untaken Shares that are Underwritten Shares.

5. RIGHTS SHARES

The Borrower shall not dispose of any Rights Shares acquired by it pursuant to its obligations under the Underwriting Agreement and/or the PAL Sale Agreement without the prior written consent of the Lenders.

6. REPAYMENT AND PREPAYMENT

The Borrower shall repay the Loan in full on demand of both Lenders. The Borrower may prepay all or part of the Loan a subject to the prior written consent of the Lenders.

7. CHANGE OF LAW OR CIRCUMSTANCES

If it becomes unlawful for either of the Lenders to give effect to its obligations hereunder, the Lenders shall so notify the Borrower, whereupon the Loan shall be cancelled. The Borrower shall forthwith after such notification, or such longer period as the Lenders may certify as being permitted by the relevant law, prepay the Loan in full together with interest accrued thereon to the date of prepayment and any other monies owing hereunder.

8. TAXES AND OTHER DEDUCTIONS

All sums payable by the Borrower under this Agreement shall be paid in full without set-off or counterclaim or any restriction or condition and free and clear of any tax or other deductions or withholdings of any nature. If the Borrower is required by any law or regulation to make any deduction or withholding (on account of tax or otherwise) from any payment, the Borrower shall, together with such payment, pay such additional amount as will ensure that the Lenders receive (free and clear of any tax or other deductions or withholdings) the full amounts which they respectively would have received if no such deduction or withholding had been required. The Borrower shall promptly forward to the Lenders copies of official receipts or other evidence showing that the full amount of any such deduction or withholding has been paid over to the relevant taxation or other authority.

9. FEES AND EXPENSES

- 9.1 Each party shall pay its own costs and expenses incurred in connection with the negotiation, preparation and execution of this Agreement and any other documentation required hereunder or thereunder and the arrangement of the Loan.
- 9.2 The Borrower shall from time to time forthwith on demand pay to or reimburse each of the Lenders for all costs, charges and expenses (including legal and other fees on a full indemnity basis and all other out-of-pocket expenses) incurred by either of them in exercising any of its rights or powers hereunder or in suing for or seeking to recover any sums due hereunder or otherwise preserving or enforcing its rights hereunder or in defending any claims brought against it hereunder.

10. PAYMENTS

- 10.1 The Advance under this Agreement shall be made available to the Borrower by payment to such account as may be designated by the Borrower to the Lenders in the Drawdown Notice.
- 10.2 All payments by the Borrower under this Agreement shall be made to the Lenders not later than 11:00 a.m. (Hong Kong time) on the relevant due date such manner as the relevant Lender may specify to the Borrower.
- 10.3 If any sum would otherwise become due for payment on a non-Business Day that sum shall become due on the next following Business Day.

11. UNDERTAKINGS

- 11.1 The Borrower hereby covenants, undertakes and agrees with the Lenders throughout the continuance of this Agreement and so long as any sum remains owing hereunder that the Borrower will, unless the Lenders otherwise agree in writing: -
- (a) supply to the Lenders promptly on request, such financial or other information relating to the Borrower and the Rights Issue as the Lenders may from time to time reasonably request;
  - (b) maintain its corporate existence and conduct its business in a proper and efficient manner and in compliance with all laws, regulations, authorisations,

agreements and obligations applicable to it and pay all taxes imposed on it when due; and

- (c) ensure that its obligations under this Agreement always rank at least *pari passu* with all of its other unsecured and unsubordinated obligations.

## 12. NOTICES

- 12.1 All notices delivered hereunder shall be in writing and shall be delivered to the following addresses or facsimile numbers: -

If to the Borrower

Address : 5/F., 310 Gloucester Road  
Causeway Bay, Hong Kong  
Facsimile : (852) 2577-8191  
Attention : Mr. Philip Ma / Mr. Charles Chan

If to Mr. Ma:

Address : 24/F., Leighton Centre, 77 Leighton Road  
Causeway Bay, Hong Kong  
Facsimile : (852) 2577-1143

If to Mr. Chan:

Address : Room 740, 7/F., The Parklane  
310 Gloucester Road, Causeway Bay, Hong Kong  
Facsimile : (852) 2881-8775

- 12.2 Any such notice shall be served either by hand or by sending it through the post or by facsimile. Any notice shall be deemed to have been served, if served by hand, when delivered; if sent by post, the second Business Day after it is posted and if sent by facsimile, on receipt by the sender of confirmation of uninterrupted transmission.

## 13. FURTHER ASSURANCE

Each of the parties undertakes to the others to execute all such documents and do all such acts and things as any other may at any time and from time to time reasonably request and within its power to do to carry into effect or to give legal effect to the provisions in this

Agreement and the transactions contemplated in this Agreement.

14. SEVERABILITY

If at any time one or more of the provisions of this Agreement is or becomes invalid, illegal, unenforceable or incapable of performance in any respect, the validity, legality, enforceability or performance of the remaining provisions of this Agreement shall not thereby in any way be affected or impaired.

15. WAIVER AND OTHER RIGHTS

15.1 No single or partial exercise of, or failure or omission to exercise or delay in exercising any right, power, claim or remedy vested in a party under or pursuant to this Agreement or otherwise shall affect, prejudice or constitute a waiver by such party of such or any other right, power, claim or remedy.

15.2 Any right, power, claim or remedy expressly conferred upon a party under this Agreement shall be in addition to and without prejudice to all other rights, powers, claims and remedies which would otherwise be available to such party under this Agreement or at law.

16. MISCELLANEOUS

16.1 This Agreement constitutes the entire understanding of the parties and supersedes any previous expressions of intent or understandings in respect of its subject matter.

16.2 Time shall be of the essence of this Agreement, both as to times, dates and periods mentioned herein and as to any times, dates or periods which may by agreement in writing be substituted therefor.

16.3 This Agreement may be executed in one or more counterparts each of which shall be binding on each party by whom or on whose behalf it is so executed, but which together shall constitute a single instrument. For the avoidance of doubt, this Agreement shall not be binding on any of the parties hereto unless and until it shall have been executed by or on behalf of all parties.

16.4 The parties to this Agreement do not intend any of the terms of this Agreement to be enforceable pursuant to the Contracts (Rights of Third Parties) Ordinance by any person or entity that is not a party to this Agreement.

17. GOVERNING LAW

This Agreement is governed by and shall be construed in accordance with the laws of Hong Kong and the parties hereto submit to the non-exclusive jurisdiction of the courts of Hong Kong in connection herewith.

**IN WITNESS WHEREOF** this Agreement has been executed the day and year first before written.



## SCHEDULE

### Form of Drawdown Notice

MA KING HUEN, PHILIP  
24/F., Leighton Centre  
77 Leighton Road  
Causeway Bay  
Hong Kong  
("Mr. Ma")

and

CHAN MAN WAI, CHARLES  
Room 740, 7/F., The Parklane  
310 Gloucester Road  
Causeway Bay  
Hong Kong

[Date]

Dear Sirs,

**Loan Agreement for up to HK\$98,700,000 dated 18 September 2017 between Win Dynamic Limited (as Borrower) and Ma King Huen, Philip and Chan Man Wai, Charles (as Lenders)**

We refer to the above Loan Agreement and give you notice that we wish to drawdown the Advance in the sum of HK\$[ ] on [ ], 2017. The funds should be credited to this account:

[ ]

Words and expressions defined in the Loan Agreement have the same meanings herein.

Yours faithfully,

For and on behalf of  
WIN DYNAMIC LIMITED

**SIGNATURE PAGE**

SIGNED by MA KING HUEN PHILIP )  
)  
on behalf of WIN DYNAMIC LIMITED )  
in the presence of:- ADA CHEUNG )  
  ada



SIGNED by )  
MA KING HUEN, PHILIP )  
in the presence of: ADA CHEUNG )  
  ada



SIGNED by )  
CHAN MAN WAI, CHARLES )  
in the presence of: ADA CHEUNG )  
  ada

