

Security Agreement II

Dated 4 July 2023

created by

HAPPY SCENE GLOBAL LIMITED

(樂景環球有限公司)

as the Assignor

in favour of

**THE HONGKONG AND SHANGHAI BANKING CORPORATION
LIMITED**

acting as the Security Agent

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THIS DEED is dated 4 July 2023 and made between:

- (1) **HAPPY SCENE GLOBAL LIMITED (樂景環球有限公司)**, a BVI business company incorporated under the laws of the British Virgin Islands with limited liability having company number 2043859 and a registered office at Vistra Corporate Service Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands, as assignor and chargor (the "**Assignor**"); and
- (2) **THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED**, as security trustee for the Secured Parties II (the "**Security Agent**").

BACKGROUND

- (A) The Assignor is entering into this Deed in connection with the Finance Documents.
- (B) The board of directors of the Assignor is satisfied that entering into this Deed is in the interest of, for the purposes and to the benefit of the Assignor and its business.
- (C) The Security Agent and the Assignor intend this document to take effect as a deed (even though the Security Agent only executes it under hand).
- (D) The Security Agent holds the benefit of this Deed for the Secured Parties II on the terms of the Finance Documents.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Deed:

"2019 Refinancing Facility Interest Period" has the meaning given to the term "Interest Period" in the 2019 Refinancing Facility Agreement.

"2019 Refinancing Facility Utilisation Request" has the meaning given to the term "Utilisation Request" in the 2019 Refinancing Facility Agreement.

"2021 Refinancing Facility Interest Period" has the meaning given to the term "Interest Period" in the 2021 Refinancing Facility Agreement.

"2021 Refinancing Facility Utilisation Request" has the meaning given to the term "Utilisation Request" in the 2021 Refinancing Facility Agreement.

"Account Control Agreement" means the account control agreement dated on or about the date of this Deed between the Assignor, the Custodian and the Security Agent with respect to, *inter alia*, the Custodian Account II.

"Account Opening Agreement" means the account opening agreement dated 8 March 2023 between the Custodian and the Assignor in respect of Custodian Account II.

"Authorisation" means:

- (a) an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation, lodgement or registration; or
- (b) in relation to anything which will be fully or partly prohibited or restricted by law if a Governmental Agency intervenes or acts in any way within a specified period after

lodgement, filing, registration or notification, the expiry of that period without intervention or action.

"Borrower" means China SCE Group Holdings Limited (中駿集團控股有限公司), an exempted company incorporated with limited liability under the laws of the Cayman Islands with company number 200281.

"Cash Collateral" means all of the rights of the Assignor in respect of any amount standing to the credit of the Custodian Account II and the debt represented by it and all Related Rights.

"Cash Dividend" means a Dividend in the form of cash.

"CCASS" means the Central Clearing and Settlement System operated by the Hong Kong Securities Clearing Company Limited.

"Charged Shares" means all the Assignor's right, title and interest from time to time in and to the Shares which at that time are held in the Custodian Account II and all Related Rights.

"Clearing System" means:

- (a) CCASS;
- (b) any other person whose business is or includes the provision of clearing, transfer or settlement service or the provision of securities accounts;
- (c) any nominee or depository for such person; or
- (d) any other clearing system agreed by the Assignor and the Security Agent.

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

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

"Companies (Winding Up and Miscellaneous Provisions) Ordinance" means the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of the Laws of Hong Kong.

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

"Custodian" means HSBC Broking Securities (Asia) Limited (滙豐金融證券(亞洲)有限公司).

"Custodian Account II" means the cash and securities account with account number 028240-01 held in the name of the Assignor with the Custodian pursuant to the Account Opening Agreement (as that account may be renumbered or re-designated from time to time).

"Delegate II" means any delegate, agent, attorney or co-trustee appointed by the Security Agent in accordance with this Deed.

"Deposit Longstop Date" has the meaning given to such term in the 2019 Refinancing Facility Agreement.

"Dividend" means, in respect of any Share, any dividend or other payment or distribution of any kind on or in respect of that Share whether in the nature of dividend or capital and whether in the form of cash or otherwise.

"FATCA" means:

- (a) sections 1471 to 1474 of the Code or any associated regulations or other official guidance;
- (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 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.

"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).

"HKSE" means The Stock Exchange of Hong Kong Limited.

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

"Interest Period" means (a) any 2019 Refinancing Facility Interest Period or (b) any 2021 Refinancing Facility Interest Period.

"Issuer" means SCE Intelligent Commercial Management Holdings Limited (中駿商管智慧服務控股有限公司), an exempted company incorporated with limited liability under the laws of the Cayman Islands, with company number 354574 and registered as a non-Hong Kong company (registration number F0029052).

"Legal Reservations" means any matters which are set out as qualifications or reservations as to matters of law of general application in any legal opinion delivered in accordance with clause 4 (*Conditions of Utilisation*) of the 2019 Refinancing Facility Agreement and the equivalent provision as set out or to be set out in the 2021 Refinancing Facility Agreement.

"Listing Rules" means the rules governing the listing of securities on the HKSE published by the HKSE.

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

- (a) the business, operations, property, condition (financial or otherwise) or prospects of the Group taken as a whole;
- (b) the ability of any of the Obligors to perform its obligations under the Finance Documents;

- (c) the validity or enforceability of any Finance Document or the rights or remedies of any Finance Party under the Finance Documents; or
- (d) the validity or enforceability, or the effectiveness or ranking of any Security granted or purported to be granted pursuant to any Security Agreement.

"Material Non-Public Information" means any "inside information" (as defined in section 245 of the SFO) in relation to the Issuer.

"Notice of Exclusive Control" has the meaning given to it in the Account Control Agreement.

"Obligor" means any of the 2019 Refinancing Facility Obligors and the 2021 Refinancing Facility Obligors.

"Party" means a party to this Deed.

"Quasi-Security" means an arrangement or transaction where the Assignor:

- (a) sells, transfers or otherwise disposes of any of its assets on terms whereby they are or may be leased to or re-acquired by it;
- (b) sells, transfers or otherwise disposes of any of its receivables on recourse terms;
- (c) enters into or permits to subsist any title retention arrangement;
- (d) enters into or permits 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
- (e) enters into or permits 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.

"Receiver II" means a receiver, receiver and manager or other manager or receiver appointed in respect of all or any part of the Security Assets II and shall, if allowed by law, include an administrative receiver.

"Related Rights" means, in relation to a Security Asset II:

- (a) any proceeds of sale, transfer or other disposal, lease, licence, sub-licence, or agreement for sale, transfer or other disposal, lease, licence or sub-licence, of that Security Asset II;
- (b) any moneys or proceeds paid or payable deriving from that Security Asset II;
- (c) any rights, claims, guarantees, indemnities, Security or covenants for title in relation to that Security Asset II;
- (d) any awards or judgments in favour of the Assignor in relation to that Security Asset II; and
- (e) any other assets deriving from, or relating to, that Security Asset II.

"Relevant Individual" means any individual who is an officer, director or employee of the Assignor (or any individual able to direct the decision-making of the Assignor, including but not limited to the Borrower) or any individual working on its behalf, who has knowledge of the transactions contemplated in the Finance Documents.

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

- (a) its jurisdiction of incorporation;
- (b) any jurisdiction where any asset subject to or intended to be subject to the Transaction Security to be created by it is situated;
- (c) any jurisdiction where it conducts its business; and
- (d) the jurisdiction whose laws govern the perfection of this Deed and the Security Agreement I.

"Repeating Representations" means each of the representations set out in Clauses 8.1 (*Status*) to 8.6 (*Governing law and enforcement*), 8.9 (*No default*) and 8.12 (*Good title to assets*) to 8.15 (*Material Non-Public Information*).

"Secured Liabilities II" has the meaning given to it in the Security Trust and Intercreditor Deed.

"Secured Party II" has the meaning given to it in the Security Trust and Intercreditor Deed.

"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 Assets II" means all of the assets which from time to time are, or are expressed to be, the subject of the Security Interests II or any part of those assets.

"Security Interests II" means all or any of the Security created or expressed to be created in favour of the Security Agent by or pursuant to this Deed.

"Security Perfection Requirements" means the making of the appropriate registration of this Deed and the Security Agreement I with the BVI Registrar pursuant to section 163 of the BCA.

"Security Trust and Intercreditor Deed" means a security trust and intercreditor deed dated on or about the date of this Deed between, among others, the Assignor and the Security Agent.

"SFO" means the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong).

"Shares" means ordinary shares in the capital of the Issuer (SCE Intelligent Commercial Management Holdings Limited 中駿商管智慧服務控股有限公司, stock code: 606, ISIN: KYG7849R1039).

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

"US Tax Obligor" means:

- (a) an Obligor which 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 Request" means (a) any 2019 Refinancing Facility Utilisation Request or (b) any 2021 Refinancing Facility Utilisation Request.

"Voting Notice" means a written notice given by the Security Agent to the Assignor, instructing the Assignor that the Assignor has ceased to be entitled to exercise or direct the exercise of voting rights attached to the Charged Shares or any of them.

1.2 **Incorporation of defined terms**

Unless a contrary indication appears, terms defined in the Security Trust and Intercreditor Deed have the same meaning in this Deed.

1.3 **Construction**

- (a) Any reference in this Deed to a **"Finance Document"** or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced from time to time and includes (i) any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Finance Document or other agreement or instrument and (ii) any waiver or consent granted in respect of any term of any Finance Document.
- (b) The provisions in clause 1.2 (*Construction*) (other than paragraph (c)) of the Security Trust and Intercreditor Deed apply to this Deed, except that references to the Security Trust and Intercreditor Deed shall be construed as references to this Deed.
- (c) The terms of Schedule 3 (*CCASS definitions*) shall apply, in addition to all other terms of this Deed, to any Security Assets II held or to be held (whether by the Assignor, the Security Agent, any nominee or delegate or any other person) through the Clearing System.
- (d) For the purpose of conferring rights, powers, privileges, authorities, discretions and immunities contained in the CPO on the Security Agent, a Receiver II or a Delegate II, references to charge (including legal charge and equitable charge) or mortgage (including legal mortgage and equitable mortgage) in any provision of the CPO shall, for the purposes of this Deed, be deemed to be references to the Security Interests II, references to mortgaged land in any provision of the CPO shall, for the purposes of this Deed, be deemed to be references to the Security Assets II, references to mortgage money in any provision of the CPO shall, for the purposes of this Deed, be deemed to be references to all or any part of the Secured Liabilities II, references to mortgagee in any provision of the CPO shall, for the purposes of this Deed, be deemed to be references to the Security Agent or its Delegate II, references to receiver in any provision of the CPO shall, for the purposes of this Deed, be deemed to be references to a Receiver II or its Delegate II, and references to mortgagor in any provision of the CPO shall, for the purposes of this Deed, be deemed to be references to the Assignor.

1.4 **Third Party Rights**

- (a) Unless expressly provided to the contrary in this Deed, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) (the **"Third Parties Ordinance"**) to enforce or to enjoy the benefit of any term of this Deed.

- (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 Deed at any time.
- (c) Any Receiver II or Delegate II may, subject to this Clause 1.4 and the Third Parties Ordinance, rely on any Clause of this Deed which expressly confers rights on it.

1.5 **Security Trust and Intercreditor Deed**

This Deed is subject to, and has the benefit of, the Security Trust and Intercreditor Deed. In the event of any inconsistency between this Deed and the Security Trust and Intercreditor Deed, the Security Trust and Intercreditor Deed shall prevail.

2. **CREATION OF SECURITY INTERESTS**

2.1 **Mortgage, charge and assignment**

As continuing security for the due and punctual payment and discharge of all Secured Liabilities II, the Assignor:

- (a) as beneficial owner, mortgages in favour of the Security Agent by way of first mortgage, the Charged Shares;
- (b) (to the extent not validly and effectively mortgaged under paragraph (a) above) as beneficial owner, charges in favour of the Security Agent by way of first fixed charge, the Charged Shares;
- (c) as legal and beneficial owner, assigns to the Security Agent by way of security:
 - (i) the Custodian Account II and all its right, title and interest from time to time in and to the Custodian Account II, all balances, securities and other assets from time to time standing to the credit of or accrued or accruing on or to the Custodian Account II, and all Related Rights; and
 - (ii) all its rights, title and interest from time to time in and to the Account Opening Agreement and all Related Rights;
- (d) as legal and beneficial owner, charges in favour of the Security Agent by way of first fixed charge:
 - (i) (to the extent not validly and effectively assigned under paragraph (c)(i) above), the Custodian Account II and all its right, title and interest from time to time in and to the Custodian Account II, all balances, securities and other assets from time to time standing to the credit of or accrued or accruing on or to the Custodian Account II, and all Related Rights;
 - (ii) (to the extent not validly and effectively assigned under paragraph (c)(ii) above), all its right, title and interest from time to time in and to the Account Opening Agreement and all Related Rights; and
 - (iii) the Cash Collateral,including, without limitation:

- (A) its rights relating to or against any Clearing System, with whom any of the Charged Shares and/or Related Rights may be deposited to the extent of the Charged Shares and/or Related Rights;
- (B) rights it may have against any person to require delivery by that person of any of the Charged Shares and/or Related Rights or any other applicable assets to it or to its order; and
- (C) rights (contractually or otherwise) to give instructions relating to the Charged Shares and/or Related Rights,

including those rights it may have against a nominee or Delegate II; and

- (e) (to the extent not validly and effectively assigned under paragraph (c)(i) above), as legal and beneficial owner, charges in favour of the Security Agent, by way of first floating charge, the Custodian Account II and all of its right, title and interest from time to time in and to the Custodian Account II, all balances, securities and other assets from time to time standing to the credit of or accrued or accruing on or to the Custodian Account II, and all Related Rights.

2.2 **Ranking**

The floating charge created by the Assignor under paragraph (e) of Clause 2.1 (*Mortgage, charge and assignment*) ranks:

- (a) behind all fixed charges and assignments created by the Assignor in this Deed; but
- (b) in priority to any other Security over the Security Assets II of the Assignor except for Security ranking in priority in accordance with paragraph (g) (*Borrow money*) of Schedule 1 (*Rights and Powers of Receivers*).

2.3 **Conversion by notice**

The Security Agent may convert the floating charge over all or any of the Security Assets II into a fixed charge by notice to the Assignor specifying the relevant Security Assets II:

- (a) if it considers it desirable to do so in order to protect or preserve the Security Interests II over those Security Assets II and/or the priority of those Security Interests II; and/or
- (b) while an Event of Default is continuing.

2.4 **Automatic conversion**

If:

- (a) the Assignor takes any step to create any Security or Quasi-Security in breach of Clause 3.1 (*Negative pledge*) over any Security Asset II subject to a floating charge; or
- (b) any person takes any step to effect any expropriation, attachment, sequestration, distress or execution against any Security Asset II,

the floating charge over the relevant Security Asset II shall automatically and immediately be converted into a fixed charge.

3. **RESTRICTIONS ON DEALING WITH SECURITY ASSETS**

3.1 **Negative pledge**

The Assignor shall not create or permit to subsist any Security or Quasi-Security over any Security Asset II other than any Security or Quasi-Security created (a) under this Deed, or (b) with the prior consent of the Security Agent.

3.2 **Disposals**

The Assignor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, loan, grant any option over, transfer, redeem or otherwise dispose of any Security Asset II (including any of its rights in respect thereof) without prior consent of the Security Agent.

4. **FURTHER ASSURANCE**

(a) The Assignor shall promptly, at its own cost and expense, do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Security Agent may reasonably specify having regard to the rights and restrictions in the Finance Documents (and in such form as the Security Agent may reasonably require) in favour of the Security Agent or its nominee(s):

- (i) to create, perfect, protect or maintain the Security created or expressed to be created by this Deed (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Security Interests II) or for the exercise of any rights, powers and remedies of the Security Agent or the Secured Parties II provided by or pursuant to the Finance Documents or by law; or
- (ii) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security Interests II,

including, without limitation:

- (A) the execution and doing of all such deeds, instruments, renunciations, proxies, notices, documents, filings, acts and things in such form as the Security Agent may from time to time require;
- (B) the execution of any transfer, conveyance, assignment or assurance of any asset and the giving of any notice, order or direction and the making of any registration which the Security Agent may reasonably require;
- (C) entering into control agreements with the Security Agent and the applicable securities intermediary or the Issuer in respect of any Security Asset II in form and substance satisfactory to the Security Agent;
- (D) causing the Charged Shares to be transferred to or registered in the name of the Security Agent or its nominee or otherwise as the Security Agent may direct;
- (E) delivering any Security Asset II to the Security Agent or its nominee or otherwise as the Security Agent may direct; and

- (F) delivering to the Security Agent any applicable consent or other document which may be necessary to effect the transfer of any Charged Shares to the Security Agent or as the Security Agent may direct.
- (b) The Assignor shall, at its own cost and expense, take all such action as is available to it (including making and assisting with all filings, applications and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Security Agent or the Secured Parties II by or pursuant to this Deed.
- (c) In the event that the Issuer is or will be delisted, the Assignor shall, at its own cost and expense, take all such action as the Security Agent may require (including any action as described in paragraphs (a) and (b) above) for the purpose of the creation, perfection, protection or maintenance of the Security conferred or intended to be conferred on the Security Agent or the Secured Parties II over the Shares by or pursuant to this Deed.

5. CUSTODIAN ACCOUNT

5.1 Withdrawals

The Assignor shall not make any withdrawal from the Custodian Account II except with the prior written consent of the Security Agent.

5.2 Documents

The Assignor shall promptly deliver to the Security Agent, and the Security Agent shall be entitled to hold, an executed original of the Account Opening Agreement and shall promptly deliver such other documents relating to the Account Opening Agreement and the Custodian Account II as the Security Agent requires.

5.3 Notice of assignment and charge

The Assignor shall on the date of this Deed give notice to the Custodian of the assignments and charges in paragraphs (b), (c), (d) and (e) of Clause 2.1 (*Mortgage, charge and assignment*) substantially in the form of Schedule 2 (*Form of notice of assignment and charge to the Custodian*) (or in such other form as is acceptable to the Security Agent) and shall procure the Custodian to sign and return the relevant form of acknowledgement.

5.4 Assignor still liable

The Assignor shall remain liable to perform all its obligations under the Account Opening Agreement. None of the Security Agent, any Receiver II or any Delegate II shall be under any obligation or liability to the Assignor or any other person under or in respect of the Account Opening Agreement. For the avoidance of doubt, the Assignor will remain liable to perform its obligations in relation to the Security Assets II, and the Security Agent shall not be obliged to perform any such obligations, including the Assignor's obligations and/or rights to:

- (a) make any payment,
- (b) make any enquiry as to the nature or sufficiency of any payment received;
- (c) present or file any claim or take any other action to collect or enforce the payment of any amount entitled to it; or

(d) exercise any rights entitled to it.

6. CHARGED SHARES

6.1 Voting before enforcement

At any time prior to the delivery to the Assignor by the Security Agent of a Voting Notice, the Assignor shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Charged Share, provided that:

- (a) it does so for a purpose not inconsistent with any Finance Document; and
- (b) the exercise of or, as the case may be, the failure to exercise those rights would not affect the fundamental characteristics or have an adverse effect on the value of the relevant Charged Shares or the Security Assets II or the ability of the Security Agent to realise the Security Interests II and would not otherwise prejudice the interests of any Secured Party II under any Finance Document.

6.2 Voting after enforcement

At any time after the Security Agent has delivered to the Assignor a Voting Notice:

- (a) the Security Agent or the Receiver II shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Charged Share; and
- (b) the Assignor shall comply or procure the compliance with any directions of the Security Agent or the Receiver II in respect of the exercise of those rights and shall promptly execute and/or deliver to the Security Agent or the Receiver II such forms of proxy as it requires with a view to enabling such person as it selects to exercise those rights.

6.3 Communications

- (a) The Assignor shall promptly upon request by the Security Agent deliver to it a copy of each circular, notice, report, set of accounts or other document received by it or its nominee relating to any of its Charged Shares.
- (b) The Assignor shall promptly deliver to the Security Agent a copy of, and comply with, each request for information which is made under section 329 (*Power of listed corporation to investigate ownership of interests in its shares, etc.*) of the SFO or any similar provision contained in any articles of association or other constitutional document relating to any of its Charged Shares.

6.4 Payment of calls

- (a) The Assignor shall promptly pay all calls or other payments in respect of any of its Charged Shares.
- (b) If the Assignor does not comply with paragraph (a) above, the Security Agent may pay that call or other payment on behalf of the Assignor.
- (c) The Assignor shall immediately on request by the Security Agent reimburse the Security Agent for any payment made by the Security Agent under this Clause 6.4.

7. GENERAL UNDERTAKINGS

7.1 Authorisations

The Assignor 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 Security Agent of,
any Authorisation required to enable it to perform its obligations under this Deed and to ensure the legality, validity, enforceability or admissibility in evidence in its Relevant Jurisdictions of this Deed and to carry on its business.

7.2 **Compliance with laws**

The Assignor 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 this Deed.

7.3 **Pari passu ranking**

The Assignor shall ensure that its payment obligations under this Deed 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.

7.4 **Information**

The Assignor shall supply to the Security Agent promptly such information regarding its financial condition, business and operations, its Security Assets II and its compliance with this Deed as the Security Agent may reasonably request.

7.5 **No other prejudicial conduct**

The Assignor shall not do, or permit to be done, anything which could prejudice the Security Interests II.

7.6 **Part 16 of the Companies Ordinance**

The Assignor shall notify the Security Agent in writing in advance of any plan to register under Part 16 of the Companies Ordinance and shall ensure that details of the Security Interests II created by this Deed are duly registered with the Companies Registry in Hong Kong within one month after the Assignor is so registered under Part 16 of the Companies Ordinance.

7.7 **Registration**

The Assignor shall:

- (a) promptly after execution of this Deed, create and maintain a register of charges (the "**Register of Charges**") in accordance with section 162 of the BVI Business Companies Act 2004 (as amended) of the British Virgin Islands (the "**BCA**") to the extent this has not already been done;
- (b) enter particulars as required by the BCA of the Security Interests II created pursuant to this Deed in the Register of Charges and promptly after entry of such particulars has been made, and in any event within five Business Days of the date of this Deed, provide the Security Agent with a certified true copy of the updated Register of Charges;
- (c) within five Business Days of the date of this Deed effect registration, or assist the Security Agent in effecting registration, of this Deed with the Registrar of Corporate Affairs of the British Virgin Islands (the "**BVI Registrar**") pursuant to section 163 of the BCA by making the required filing, or assisting the Security Agent in making the required filing, in the approved form with the BVI Registrar and (if applicable) provide confirmation in writing to

the Security Agent as soon as practicable after execution of this Deed that such filing has been made; and

- (d) if the registration referred to in paragraph (c) above has not been effected by or on behalf of the Security Agent, deliver or procure to be delivered to the Security Agent, the certificate of registration of charge issued by the BVI Registrar evidencing that the requirements of Part VIII of the BCA as to registration have been complied with and the filed stamped copy of the application containing the relevant particulars of charge.

7.8 Assets

The Assignor shall ensure that:

- (a) the Charged Shares are freely and fully transferable and not subject to or the subject of any pre-emption rights, "lock-up" periods or restrictions on transfers;
- (b) the Charged Shares are not subject to any other legal or contractual restriction which may result in any adverse consequences to any Secured Party II or on the ability of the Security Agent to value, market, realise or enforce its Security over those Charged Shares;
- (c) the Charged Shares are fully paid and no moneys or liabilities are outstanding or payable in respect of any of them;
- (d) all calls, subscription moneys and other moneys payable on or in respect of any of the Charged Shares are promptly paid and the Security Agent and its nominees are indemnified against any cost, liabilities or expenses which it or they may suffer or incur as a result of any failure by the Assignor to pay the same; and
- (e) all necessary disclosures in respect of the acquisition or holding of any interests in the Shares are made in accordance with any applicable law and/or regulation.

7.9 Disclosure and compliance

The Assignor has made and shall make any and all necessary disclosures in respect of the transactions contemplated by this Deed and/or the acquisition or holding of any interests in the Shares in accordance with any applicable law and regulation.

7.10 No suspension or delisting of Shares

The Assignor shall not, and shall procure that none of its Affiliates shall, do anything which may cause the Shares to cease to be listed, traded or publicly quoted on the HKSE, including but not limited to any suspension of the Shares from trading on the HKSE due to any loss of public float.

7.11 Exchange announcement in relation to the Issuer etc.

The Assignor shall, on request of the Security Agent, take all commercially reasonable steps to procure that the Issuer will publish an announcement on the HKSE in accordance with the Listing Rules in respect of any non-public price sensitive information and/or "inside information" (as defined in the SFO) about the Issuer, a shareholder or officer of the Issuer or the Shares or their derivatives which is received by the Security Agent which arises following (a) the occurrence of an Event of Default which is continuing and/or (b) the Security becoming enforceable under the terms of this Deed.

8. REPRESENTATIONS AND WARRANTIES

The Assignor makes the representations and warranties set out in this Clause 8 to each Secured Party on the date of this Deed.

8.1 Status

- (a) It is a corporation, duly incorporated, validly existing and in good standing under the laws of British Virgin Islands.
- (b) It and each of its Subsidiaries has the power to own its assets and carry on its business as it is being conducted.
- (c) It is neither a US Tax Obligor nor a FATCA FFI.

8.2 Binding obligations

Subject to the Legal Reservations:

- (a) the obligations expressed to be assumed by it in each Finance Document to which it is a party are legal, valid, binding and enforceable obligations; and
- (b) (without limiting the generality of paragraph (a) above), this Deed creates the security interests which it purports to create and those security interests are valid and effective.

8.3 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, the Finance Documents to which it is a party and the Security created or expressed to be created pursuant to this Deed do not and will not conflict with:

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

8.4 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 a party and the transactions contemplated by those Finance Documents.
- (b) No limit on its powers will be exceeded as a result of the granting of Security contemplated by this Deed.

8.5 Validity and admissibility in evidence

All Authorisations required:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its obligations in the Finance Documents to which it is a party;
- (b) to make the Finance Documents to which it is a party admissible in evidence in its jurisdiction of incorporation;
- (c) to enable it to create the Security to be created by it pursuant to this Deed and to ensure that such Security has the priority and ranking contemplated by this Deed (subject to the

registration of this Deed with the BVI Registrar); and

(d) for it and its Subsidiaries to carry on its business, and which are material, have been obtained or effected and are in full force and effect.

8.6 Governing law and enforcement

- (a) Subject to the Legal Reservations, the choice of Hong Kong law of each Finance Document to which it is a party will be recognised and enforced in its jurisdiction of incorporation.
- (b) Subject to the Legal Reservations, any judgment obtained in Hong Kong in relation to a Finance Document to which it is a party will be recognised and enforced in its jurisdiction of incorporation.

8.7 Deduction of Tax

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

8.8 No filing or stamp taxes

Under the law of its jurisdiction of incorporation it is not necessary that the Finance Documents to which it is a party be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar Taxes or fees be paid on or in relation to those Finance Documents or the transactions contemplated by those Finance Documents except for any fee to be paid in relation to completion of the Security Perfection Requirements.

8.9 No default

- (a) No Event of Default is continuing or might reasonably be expected to result from the entry into or performance of any Finance Document to which it is a party.
- (b) No other event or circumstance is outstanding which constitutes a default under any other agreement or instrument which is binding on it or any of its Subsidiaries or to which its (or any of its Subsidiaries') assets are subject which might have a Material Adverse Effect.

8.10 No proceedings pending or threatened

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

8.11 Ranking

- (a) Subject to the Legal Reservations, the Security Interests II have first ranking priority and they are not subject to any prior ranking Security. The Security Assets II are not subject to any Security other than the Security Interests II and (subject to the Legal Reservations) such Security constitutes perfected security on the Security Assets II except subject to the registration of this Deed with the BVI Registrar.
- (b) It is in compliance with the undertaking in Clause 7.3 (*Pari passu ranking*).

8.12 Good title to assets

It has:

- (a) good, valid and marketable title (as sole and absolute beneficial owner) to the Charged Shares; and
- (b) not sold, transferred, lent, assigned, parted with its interest in or disposed of, granted any option in respect of or otherwise dealt with any of its rights, title and interest in and to the Security Assets II, or agreed to do any of the foregoing (other than pursuant to this Deed).

8.13 **Charged Shares**

(a) The Charged Shares (if any):

- (i) are held in CCASS and are not in definitive form;
- (ii) are listed on the HKSE;
- (iii) are fully paid and no moneys or liabilities are outstanding or payable in respect of any of them;
- (iv) have been duly authorised and validly issued and are freely and fully transferable and not subject to or the subject of any pre-emption rights, "lock-up" periods or restrictions on transfer; and/or
- (v) are not subject to any other legal or contractual restriction which may result in any adverse consequences to the Security Agent or on the ability of the Security Agent to value, market, realise or enforce its Security over those Charged Shares.

(b) No:

- (i) form of notification is or will be required to be made to any stock exchange, regulatory authority or similar body or to any other person by the Security Agent, the Assignor, the Issuer, the Custodian or any other person other than pursuant to any disclosure requirement by the Assignor under Part XV of the SFO;
- (ii) approval from any stock exchange, regulatory authority or similar body or any other person is or will be required;
- (iii) breach by the Assignor, any of its Affiliates or any director of the Issuer of the Listing Rules or any other similar law has or will occur;
- (iv) clearance to deal under the Listing Rules or any other similar law is or will be required by the Assignor; or
- (v) mandatory offer or bid is or will be required to be made by the Security Agent or any transferee or purchaser of the Shares,

as a result of (A) the Shares being subject to this Deed, or (B) the enforcement of this Deed or (C) any appropriation or transfer of all or any part of those Charged Shares by or to the Security Agent or any other person, provided in the case of paragraphs (b)(i), (b)(ii) and (b)(v) the Security Agent or such other person does not hold any other such Shares.

8.14 **Account Opening Agreement**

(a) Subject to this Deed, it is and will at all times be the sole, absolute, legal and beneficial owner of its rights under the Account Opening Agreement.

- (b) The Account Opening Agreement remains in full force and effect without any amendment, supplement or variation (except in the accordance with the terms of the Account Control Agreement).
- (c) No:
 - (i) breach or default under the Account Opening Agreement has occurred and is continuing;
 - (ii) right for the Assignor or any other party to rescind, cancel or terminate the Account Opening Agreement has arisen, unless the Security Agent has consented to alternative custody arrangements and those arrangements together with such documents as may be required by the Security Agent to effect those alternative custody arrangements are in form and substance satisfactory to the Security Agent, are entered into not later than 14 days prior to termination of the Account Opening Agreement taking effect; or
 - (iii) claim has been made by the Assignor or any other party under or in connection with the Account Opening Agreement.

8.15 **Material Non-Public Information**

Neither it or (to the best of its knowledge and belief) any Relevant Individual:

- (a) is in possession of any Material Non-Public Information relating to the Issuer or the Shares which would (i) restrict its ability to deal in the Shares or grant Security over the Shares to the Security Agent or (ii) affect its ability to enter into or perform its obligations under the Finance Documents;
- (b) is or has engaged in market abuse (including insider dealing) or market manipulation in entering into and performing its obligations under the Finance Documents; or
- (c) has made the decision to enter into the Finance Documents (or has been influenced in making such decision) on the basis of Material Non-Public Information.

8.16 **Part 16 of the Companies Ordinance**

It is not a registered non-Hong Kong company (as that term is defined in section 2(1) of the Companies Ordinance).

8.17 **Repetition**

The Repeating Representations are deemed to be made by the Assignor by reference to the facts and circumstances then existing on:

- (a) the day of each Utilisation Request;
- (b) the first day of each Interest Period; and
- (c) the Deposit Longstop Date.

9. **ENFORCEMENT OF SECURITY INTERESTS**

9.1 **When enforceable**

- (a) The Security Interests II shall be immediately enforceable on and at any time after the occurrence of an Event of Default which is continuing.

- (b) The Security Agent may, in its absolute discretion, give a Voting Notice and/or a Notice of Exclusive Control after the occurrence of an Event of Default which is continuing.

9.2 **Enforcement action**

At any time after the Security Interests II have become enforceable, the Security Agent may, in its absolute discretion, enforce all or any part of the Security Interests II in accordance with the terms of the Security Trust and Intercreditor Deed.

9.3 **Ownership of Security Assets**

The Assignor agrees that at any time following the occurrence of an Event of Default which is continuing, the Security Agent may, at the option of the Security Agent by written notice and at the cost of the Assignor, instruct the Clearing System or the Custodian to transfer the Security Assets II into an account in the name of, or nominated by, the Security Agent, and the Assignor agrees that in such circumstances and at the request of the Security Agent it shall arrange for those Security Assets II to be credited to the Security Agent's or its nominee's securities account.

9.4 **CPO powers**

At any time after the Security Interests II have become enforceable, the rights, powers, privileges, authorities, discretions and immunities conferred (or deemed by this Deed to be conferred) by the CPO on the Security Agent, a Receiver II or a Delegate II, including the power of sale, the power to appoint a receiver and other powers conferred (or deemed by this Deed to be conferred) by sections 50 (*Power to appoint a receiver*), 51 (*Powers of mortgagee and receiver*) and 53 (*Sale by mortgagee*) of the CPO and the Fourth Schedule (*Powers of mortgagee and receiver*) to the CPO, as varied and extended by this Deed, shall be immediately exercisable.

10. **CPO**

10.1 **Sections 50 and 51 and the Fourth Schedule**

The power of sale, the power to appoint a receiver and other powers conferred (or deemed by this Deed to be conferred) by sections 50 (*Power to appoint a receiver*) and 51 (*Powers of mortgagee and receiver*) of the CPO and the Fourth Schedule (*Powers of mortgagee and receiver*) to the CPO on the Security Agent, a Receiver II or a Delegate II, as varied and extended by this Deed, shall arise (and the Secured Liabilities II shall be deemed due and payable for that purpose) on the date of this Deed, and shall be exercisable in accordance with Clause 9.4 (*CPO powers*) and no restriction imposed by any law (including pursuant to the CPO) in relation to the exercise of any power by the Security Agent, a Receiver II or a Delegate II (including any power of sale) shall apply to this Deed.

10.2 **No requirement of notice period**

None of the Security Agent, any Receiver II or any Delegate II is required to give any prior notice (whether of non-payment or other default, intended enforcement or otherwise) to the Assignor or any other person before enforcing the Security Interests II. Paragraph 11 of the Fourth Schedule to the CPO (*Powers of mortgagee and receiver*) (and any similar provision under other laws) does not apply to this Deed.

10.3 **Wide construction of enforcement powers**

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

11. **APPOINTMENT OF RECEIVERS**

11.1 **Appointment of Receivers**

If:

- (a) requested by the Assignor; or
- (b) the Security Interests II have become enforceable,

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

11.2 **Agent of Assignor**

Any Receiver II shall be the agent of the Assignor for all purposes. The Assignor alone shall be responsible for the Receiver II's contracts, engagements, acts, omissions and defaults. No Secured Party II will incur any liability (either to the Assignor or to any other person) by reason of the appointment of a Receiver II or for any other reason.

11.3 **Remuneration of Receivers**

The Security Agent may determine the remuneration of any Receiver II and direct payment of that remuneration out of moneys received by the Receiver II. The Assignor alone shall be liable for the remuneration and all other costs, losses, liabilities and expenses of the Receiver II.

12. **RIGHTS, POWERS AND LIABILITIES OF SECURITY AGENT AND RECEIVERS**

12.1 **Rights and powers of Receivers**

Any Receiver II appointed pursuant to Clause 11 (*Appointment of Receivers*) shall have:

- (a) the rights and powers set out in Schedule 1 (*Rights and Powers of Receivers*); and
- (b) the rights, powers, privileges, authorities, discretions and immunities conferred by law, including the rights, powers, privileges, authorities, discretions and immunities conferred on receivers and managers by the Companies (Winding Up and Miscellaneous Provisions) Ordinance and the CPO (as varied and/or extended by this Deed), including any powers added to those Ordinances after the date of this Deed.

12.2 **Rights of Security Agent**

At any time after the Security Interests II have become enforceable, to the fullest extent permitted by law, any rights conferred by any Finance Document or by law upon a Receiver II may be exercised by the Security Agent, whether or not the Security Agent shall have appointed a Receiver of all or any part of the Security Assets II. For the avoidance of doubt, such rights exercisable by the Security Agent shall include all rights conferred upon a Receiver II under Schedule 1 (*Rights and Powers of Receivers*) (including under paragraphs (b), (e), (m) and (q) of Schedule 1 (*Rights and Powers of Receivers*)).

12.3 **Delegation**

The Security Agent may delegate in any manner to any person any rights exercisable by the Security Agent under or in relation to any Finance Document. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Security Agent thinks fit and the Security Agent may pass confidential information to any such delegate.

12.4 **Possession**

If the Security Agent, any Receiver II or any Delegate II takes possession of the Security Assets II, it may at any time relinquish possession.

12.5 **Security Agent's liability**

None of the Security Agent, any Receiver II or any Delegate II shall, either by reason of taking possession of the Security Assets II or for any other reason and whether as mortgagee in possession or otherwise, be liable for:

- (a) any costs, losses, liabilities or expenses relating to the realisation of any Security Assets II; or
- (b) any act or omission of the Security Agent, any Receiver II, any Delegate II or their respective officers, employees or agents in relation to the Security Assets II or in connection with the Finance Documents, unless directly caused by its gross negligence or wilful misconduct.

13. **ORDER OF APPLICATION**

All amounts from time to time received or recovered by the Security Agent or any Receiver II pursuant to the terms of this Deed or in connection with the realisation or enforcement of all or any part of the Security Interests II 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, in the order of priority provided for in clause 3.3 (*Application of proceeds*) and/or clause 4.1 (*Trust Arrangement*) (as the case may be) of the Security Trust and Intercreditor Deed.

14. **POWER OF ATTORNEY**

14.1 **Appointment**

The Assignor by way of security irrevocably appoints the Security Agent, each Receiver II and each Delegate II severally to be its attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit:

- (a) to do anything which the Assignor is obliged to do under any Finance Document to which it is party but has failed to do (including to do all such acts or execute all such documents, assignments, transfers, mortgages, charges, deeds, notices, instructions, filings and registrations as the Security Agent may reasonably specify (and in such form as the Security Agent may reasonably require in favour of the Security Agent or its nominee(s))); and
- (b) to exercise any of the rights conferred on the Security Agent, any Receiver II or any Delegate II in relation to the Security Assets II or under any Finance Document, the CPO, the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance or generally under Hong Kong law.

14.2 **Ratification**

The Assignor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall do in the exercise or purported exercise of the power of attorney granted by it in Clause 14.1 (*Appointment*).

15. **PROTECTION OF THIRD PARTIES**

No purchaser or other person dealing with the Security Agent, any Receiver II or its Delegates II shall be concerned to enquire:

- (a) whether the powers or rights conferred on the Security Agent, any Receiver II or its Delegates II have arisen;
- (b) whether the powers or rights conferred on the Security Agent, any Receiver II or its Delegates II have become exercisable;
- (c) whether any consents, regulations, restrictions or directions relating to such powers have been obtained or complied with;
- (d) whether the Security Agent, any Receiver II or its Delegates II is acting within such powers;
- (e) whether any money remains due under the Finance Documents and the receipt in writing of the Security Agent, any Receiver II or its Delegates II shall be sufficient discharge to that purchaser or other person;
- (f) as to the propriety or validity of acts purporting or intended to be in exercise of any such powers; or
- (g) as to the application of any money paid to the Security Agent, any Receiver II or its Delegates II.

16. **SAVING PROVISIONS**

16.1 **Continuing Security**

Subject to Clause 17 (*Discharge of Security*), the Security Interests II are continuing Security and will extend to the ultimate balance of the Secured Liabilities II, regardless of any intermediate payment or discharge in whole or in part.

16.2 Reinstatement

If for any reason (including, without limitation, as a result of insolvency, breach of fiduciary or statutory duties or any similar event):

- (a) any payment to a Secured Party II (whether in respect of the obligations of the Assignor or any security for those obligations or otherwise) is avoided, reduced or required to be restored; or
- (b) any discharge, compromise, release or arrangement (whether in respect of the obligations of the Assignor or any security for those obligations or otherwise) given or made wholly or partly on the basis of any payment, security or other matter which is avoided, reduced or required to be restored,

then:

- (i) the liability of the Assignor and the Security Interests II shall continue or be reinstated (or be deemed to continue or be reinstated) as if the payment, discharge, compromise, release or arrangement had not occurred; and
- (ii) each Secured Party II shall be entitled to recover the value or amount of that payment or security from the Assignor, as if the payment, discharge, compromise, release or arrangement had not occurred.

16.3 Waiver of defences

Neither the obligations of the Assignor under this Deed nor the Security Interests II will be affected by an act, omission, matter or thing which, but for this Clause 16.3, would reduce, release or prejudice any of its obligations under any Finance Document or any of the Security Interests II (without limitation and whether or not known to it or any Secured Party II) 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 member of the Group;
- (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 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;

- (g) any insolvency or similar proceedings; or
- (h) this Deed or any other Finance Document not being executed by or binding upon any other party.

16.4 **Assignor intent**

Without prejudice to the generality of Clause 16.3 (*Waiver of defences*), the Assignor expressly confirms that it intends that the Security Interests II 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 any purpose; and any fees, costs and/or expenses associated with any of the foregoing.

16.5 **Immediate recourse**

The Assignor waives any right it may have of first requiring any Secured Party II (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Assignor under this Deed. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

16.6 **Appropriations**

Until all the Secured Liabilities II have been irrevocably paid in full, each Secured Party II (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 Secured Party II (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Assignor shall not be entitled to the benefit of the same; and
- (b) hold in a non interest bearing suspense account any moneys received from the Assignor or on account of the Assignor's liability under this Deed.

16.7 **Deferral of Assignor's rights**

Until all the Secured Liabilities II have been irrevocably paid in full or unless the Security Agent otherwise directs, the Assignor will not exercise or otherwise enjoy the benefit of 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 the Finance Documents:

- (a) to be indemnified by an Obligor;
- (b) to claim any contribution from any 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 Secured Parties II under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Secured Party II;
- (d) to bring legal or other proceedings for an order requiring any other Obligor to make any payment, or perform any obligation, in respect of the Secured Liabilities II;
- (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 Secured Party II.

If the Assignor 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 Secured Parties II by the Assignor under or in connection with the Finance Documents to be repaid in full on trust for the Secured Parties II and shall promptly pay or transfer the same to the Security Agent or as the Security Agent may direct for application in accordance with Clause 13 (*Order of application*).

16.8 **Additional security**

- (a) The Security Interests II are in addition to and are not in any way prejudiced by any other guarantee or security now or subsequently held by any Secured Party II.
- (b) No prior security held by any Secured Party II (in its capacity as such or otherwise) will merge into this Security.

17. **DISCHARGE OF SECURITY**

17.1 **Final redemption**

Subject to Clause 17.2 (*Retention of security*), if the Security Agent is satisfied that all the Secured Liabilities II have been irrevocably paid in full and that all facilities which might give rise to the Secured Liabilities II have terminated, the Security Agent shall at the request and cost of the Assignor release, reassign or discharge (as appropriate) the Security Assets II from the Security Interests II, without recourse to, or any representation or warranty by, the Security Agent or any of its nominees.

17.2 **Retention of security**

If the Security Agent considers that any amount paid or credited to any Secured Party II under any Finance Document is capable of being avoided or otherwise set aside, that amount shall not be considered to have been paid for the purposes of determining whether all the Secured Liabilities II have been irrevocably paid.

17.3 **Withdrawals**

If an amount or asset is withdrawn from the Custodian Account II as permitted by Clause 5.1 (*Withdrawals*), that amount or asset shall be automatically released from the Security Interests II on the relevant Account at the time that withdrawal was being made.

18. **COSTS AND EXPENSES**

18.1 **Transaction expenses**

- (a) The Assignor shall, within three Business Days of demand, pay the Security Agent the amount of all reasonable costs and expenses (including legal fees) properly incurred by it, any Receiver II or Delegate II in connection with the negotiation, preparation, printing and execution of this Deed and any other documents referred to in this Deed.
- (b) The costs, losses, liabilities and expenses incurred by the Security Agent referred to in paragraph (a) above shall include any transfer, registration or other fees payable in relation to the Security Assets II and, on a sale of the Security Assets II, any costs associated with such sale including the placing of the Security Assets II on an accelerated basis (which shall include brokerage fees

charged or incurred by the Security Agent for placing the Security Assets II, such fees to be set by reference to the prevailing market conditions at the time of placement and the fees charged by or to the Security Agent for similar placings).

18.2 **Amendment costs**

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

18.3 **Enforcement costs**

The Assignor shall, within three Business Days of demand, pay to each Secured Party II the amount of all costs and expenses (including legal fees) incurred by that Secured Party II in connection with the enforcement of, or the preservation of any rights under, this Deed and the Security Interests II.

18.4 **Indirect Tax**

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

19. **OTHER INDEMNITIES**

19.1 **Indemnities**

- (a) The Assignor shall, within three Business Days of demand, indemnify each Secured Party II against any cost, loss, liability or expense incurred by that Secured Party II as a result of:
 - (i) any failure by the Borrower to comply with its obligations under clause 17 (*Costs and expenses*) of the 2019 Refinancing Facility Agreement or any equivalent provision under the 2021 Refinancing Agreement;
 - (ii) the taking, holding, protection or enforcement of the Security Assets II;
 - (iii) the exercise or purported exercise of any of the rights, powers, discretions, authorities and remedies vested in any Secured Party II by this Deed, any other Finance Document or by law;
 - (iv) any default by the Assignor in the performance of any of the obligations expressed to be assumed by it in this Deed;
 - (v) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised;

- (vi) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted under this Deed; or
 - (vii) acting as Security Agent, Receiver II or Delegate II under the Finance Documents or which otherwise relates to any of the Security Assets II (otherwise, in each case, than by reason of the Security Agent's or the relevant Receiver II's or Delegate II's gross negligence or wilful misconduct).
- (b) The Security Agent and every Receiver II and Delegate II may, in priority to any payment to the Secured Parties II, indemnify itself out of the Security Assets II in respect of, and pay and retain, all sums necessary to give effect to the indemnity in this Clause 19.1 and shall have a lien on the Security Assets II and the proceeds of the enforcement of the Security Assets II for all moneys payable to it.

19.2 **Indemnities separate**

Each indemnity in this Deed shall:

- (a) constitute a separate and independent obligation from the other obligations in this Deed or any other Finance Document;
- (b) give rise to a separate and independent cause of action;
- (c) apply irrespective of any indulgence granted by any Secured Party II;
- (d) continue in full force and effect despite any judgment, order, claim or proof for a liquidated amount in respect of any sum due under any Finance Document or any other judgment or order; and
- (e) apply whether or not any claim under it relates to any matter disclosed by the Assignor or otherwise known to any Secured Party II.

20. **PAYMENTS**

20.1 **Undertaking to pay**

The Assignor shall pay each of the Secured Liabilities II when due in accordance with its terms.

20.2 **Demands**

Any demand for payment made by any Secured Party II shall be valid and effective even if it contains no statement of the relevant Secured Liabilities II or an inaccurate or incomplete statement of them.

20.3 **Payments**

All payments by the Assignor under this Deed shall be made to such account, with such financial institution and in such other manner as the Security Agent may direct.

20.4 **Continuation of accounts**

- (a) At any time after a Secured Party II has received or is deemed to have received notice of any subsequent Security affecting all or any part of the Security Assets II of the Assignor, that Secured Party II may open a new account in the name of the Assignor (whether or not it permits any existing account to continue).

- (b) If that Secured Party II does not open such a new account, it shall be treated as if it had done so when the relevant notice was received or deemed to have been received and as from that time all payments made by or on behalf of the Assignor to that Secured Party II shall be credited or be treated as having been credited to the relevant new account and not as having been applied in reduction of the Secured Liabilities II as at the time the relevant notice was received or deemed to have been received.

20.5 Contingencies

If all or any part of the Security Interests II are enforced at a time when no amount is due under the Finance Documents but any such amount may or will become due, the Security Agent or the Receiver II may pay the proceeds of any recoveries effected by it into a suspense account.

21. REMEDIES, WAIVERS AND DETERMINATIONS

21.1 Remedies and waivers

No failure to exercise, nor any delay in exercising, on the part of any Secured Party II, any right or remedy under any 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 waiver or election to affirm any of the Finance Documents on the part of any Secured Party II shall be effective unless in writing. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in the Finance Documents are cumulative and not exclusive of any rights or remedies provided by law.

21.2 Certificates and determinations

Any certification or determination by the Security Agent or any Receiver II 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.

22. CHANGES TO THE PARTIES

22.1 The Assignor

The Assignor may not assign or transfer any of its rights or obligations under this Deed except with the prior written consent of the Security Agent.

22.2 The Security Agent

The Security Agent may assign or transfer its rights and/or obligations under this Deed in accordance with, and following the procedure set out in, the Security Trust and Intercreditor Deed and may disclose any information in its possession relating to the Assignor to any actual or prospective assignee, transferee or participant. The consent of the Assignor shall not be required for any such assignment, transfer or disclosure.

23. NOTICES

23.1 Communications in writing

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

23.2 **Addresses**

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

23.3 **Delivery**

- (a) Any communication or document made or delivered by one person to another under or in connection with this Deed 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 five 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 23.2 (*Addresses*), if addressed to that department or officer.
- (b) Any communication or document to be made or delivered to the Security Agent will be effective only when actually received by the Security Agent and then only if it is expressly marked for the attention of the department or officer identified with the Security Agent's signature below (or any substitute department or officer as the Security Agent shall specify for this purpose).

23.4 **Electronic communication**

- (a) Any communication to be made between the two Parties under or in connection with this Deed may be made by electronic mail or other electronic means (including by way of posting to a secure website) if the Parties:
- (i) agree that, unless and until notified to the contrary, this is to be an accepted form of communication;
 - (ii) notify each other in writing of their electronic mail address and/or any other information required to enable the sending and receipt of information by that means; and
 - (iii) notify each other of any change to their address or any other such information supplied by them.
- (b) Any electronic communication made between the Parties will be effective only when actually received in readable form.

23.5 **English language**

- (a) Any notice given under or in connection with this Deed must be in English.
- (b) All other documents provided under or in connection with this Deed must be:
- (i) in English; or
 - (ii) if not in English, and if so required by the Security 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.

24. **AMENDMENTS AND WAIVERS**

Any term of this Deed may be amended or waived only in accordance with the terms of the Security Trust and Intercreditor Deed.

25. **TAX GROSS-UP**

- (a) All payments to be made by the Assignor to any Finance Party under the Finance Documents shall be made free and clear of and without any Tax Deduction unless the Assignor is required to make a Tax Deduction, in which case the sum payable by the Assignor (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 Assignor shall promptly upon becoming aware that it must make a Tax Deduction (or that there is any change in the rate or the basis of a Tax Deduction) notify the Security Agent accordingly.
- (c) If the Assignor is required to make a Tax Deduction, it shall make that Tax Deduction and any payment required in connection with that Tax Deduction within the time allowed and in the minimum amount required by law.
- (d) Within 30 days of making either a Tax Deduction or any payment required in connection with that Tax Deduction, the Assignor making that Tax Deduction shall deliver to the Security 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.

26. **CURRENCY INDEMNITY**

- (a) If any sum due from the Assignor 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 the Assignor; or
 - (ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

the Assignor shall as an independent obligation, within three Business Days of demand, indemnify each Secured Party II 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) The Assignor 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.

27. **“KNOW YOUR CUSTOMER” CHECKS**

The Assignor shall promptly upon the request of the Security Agent supply, or procure the supply of, such documentation and other evidence as is reasonably requested by the Security Agent in order for the Security Agent to conduct any "know your customer" or other similar procedures under applicable laws and regulations.

28. **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.

29. **DAY COUNT CONVERSION**

Any interest, commission or fee accruing under this Deed will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year of 365 days in the case of sums accruing on amounts denominated in Hong Kong Dollars or 360 days in the case of sums accruing on amounts denominated in US Dollars.

30. **PARTIAL INVALIDITY**

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

31. **ACKNOWLEDGEMENTS**

The Assignor acknowledges the terms of:

(a) clause 24 (*Changes to the Parties*), clause 24.12 (*Security over Lenders' rights*), clause 26 (*Confidential Information*), clause 27 (*Confidentiality of Funding Rates and Reference Bank Quotations*), clause 30 (*Payment mechanics*) and clause 31 (*Set-off*) of the 2019 Refinancing Facility Agreement; and

(b) the equivalent provisions of the 2019 Refinancing Facility Agreement referred to in paragraph (a) above as set out or to be set out in the 2021 Refinancing Facility Agreement,

and agrees to be bound by each such clause as if it had been a party to each Facility Agreement as an obligor.

32. **SEPARATE AND INDEPENDENT OBLIGATIONS**

The Security created by the Assignor by or in connection with any Finance Document is separate from and independent of the Security created or intended to be created by any other provider of Security by or in connection with any Finance Document.

33. **COUNTERPARTS**

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

34. **GOVERNING LAW**

This Deed is governed by Hong Kong law.

35. **ENFORCEMENT**

- (a) The courts of Hong Kong have exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including a dispute relating to the existence, validity or termination of this Deed) (a "**Dispute**").
- (b) The Parties agree that the courts of Hong Kong are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) Notwithstanding paragraphs (a) and (b) above, the Security Agent shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Security Agent may take concurrent proceedings in any number of jurisdictions.
- (d) Without prejudice to any other mode of service allowed under any relevant law, the Assignor:
 - (i) irrevocably appoints South China Property International Limited at present of Room 2801, Hysan Place, 500 Hennessy Road, Causeway Bay, Hong Kong 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 Assignor of the process will not invalidate the proceedings concerned.
- (e) 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 Assignor must immediately (and in any event within 30 days of such event taking place) appoint another agent on terms acceptable to the Security Agent. Failing this, the Security Agent may appoint another agent for this purpose.

SCHEDULE 1
RIGHTS AND POWERS OF RECEIVERS

Any Receiver II appointed pursuant to Clause 11 (*Appointment of Receivers*) shall have the right and power, either in its own name or in the name of the Assignor or otherwise and in such manner and upon such terms and conditions as the Receiver II thinks fit, and either alone or jointly with any other person:

(a) **Account**

To apply, transfer or set-off any or all of the credit balances from time to time on the Custodian Account II in or towards payment or other satisfaction of all or part of the Secured Liabilities II;

(b) **Enter into possession**

to take possession of, get in and collect all or any part of the Security Assets II, and to require payment to it or to any Secured Party II of any dividends and without prejudice to the foregoing, cause to be registered all or any part of the Security Assets II in its own name or in the name of its nominee(s) or in the name of any purchaser(s) thereof;

(c) **Contracts**

to enter into any contract or arrangement and to perform, repudiate, rescind or vary any contract or arrangement to which the Assignor is a party and to do all acts and to execute in the name and on behalf of the Assignor any deed, receipt or other document;

(d) **Seal**

to use the Assignor's seal;

(e) **Deal with Security Assets**

to sell, transfer, assign, exchange, lend, licence or otherwise dispose of or realise all or any part of the Security Assets II to any person by public offer or auction, tender or private contract or placing and for a consideration of any kind (which may be payable or delivered in one amount or by instalments or deferred);

(f) **Hive down**

to form a new company and to subscribe for or acquire (for cash or otherwise) any investment in or of the new company and to sell, transfer, assign, exchange and otherwise dispose of or realise any such investments or any rights attaching thereto;

(g) **Borrow money**

to borrow or raise money either unsecured or on the security of all or any part of the Security Assets II (either in priority to the Security Interests II or otherwise);

(h) **Rights of ownership**

to manage and use all or any part of the Security Assets II and to exercise and do all such rights and things as the Receiver II would be capable of exercising or doing if it were the absolute beneficial owner of all or any part of the Security Assets II;

(i) **Legal actions**

to bring, prosecute, enforce, defend and abandon actions, suits and proceedings relating to all or any part of the Security Assets II;

(j) **Claims**

to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person or relating to all or any part of the Security Assets II;

(k) **Insolvency claims**

to rank and claim in the bankruptcy, insolvency, sequestration or liquidation of any person indebted to the Assignor and to receive dividends, and to accede to trust deeds for the creditors of any such person;

(l) **Winding up petition**

to present or defend a petition for the winding up of the Assignor;

(m) **Redemption of Security**

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

(n) **Advisors**

to appoint a solicitor or accountant or other professionally qualified person to assist him in the performance of his functions;

(o) **Delegation**

to delegate in any manner to any person any rights exercisable by the Receiver II under any Finance Document, and any such delegation may be made upon such terms and conditions (including the power to sub-delegate) as it thinks fit, and to pass confidential information to any such delegate;

(p) **Receipts**

to give a valid receipt for any moneys and do anything which may be necessary or desirable for realising all or any part of the Security Assets II; and

(q) **Other powers**

to do anything else it may think fit for the realisation of all or any part of the Security Assets II or incidental to the exercise of any of the rights conferred on the Receiver II under or by virtue of any Finance Document to which the Assignor is party, the CPO, the Companies Ordinance, the Companies (Winding Up and Miscellaneous Provisions) Ordinance and other applicable statutory provisions and common law.

SCHEDULE 2

FORM OF NOTICE OF ASSIGNMENT AND CHARGE TO THE CUSTODIAN

From: **THE HONGKONG AND SHANGHAI BANKING CORPORATION LIMITED** (the "**Security Agent**"); and

HAPPY SCENE GLOBAL LIMITED (樂景環球有限公司), a BVI business company incorporated under the laws of the British Virgin Islands with limited liability (the "**Assignor**")

To: **HSBC BROKING SECURITIES (ASIA) LIMITED** (滙豐金融證券(亞洲)有限公司)

Address: Level 25, 1 Queen's Road Central, Hong Kong

Dated:

HAPPY SCENE GLOBAL LIMITED (樂景環球有限公司) – **Security Agreement**

dated [] 2023 (the "**Security Agreement II**")

1. We refer to the Security Agreement II.
2. We give notice that by an assignment and charge contained in the Security Agreement II the Assignor assigned and charged to the Security Agent by way of security all its right, title and interest from time to time in and to:
 - (a) the Account Opening Agreement dated [] 2023 between you as Custodian and the Assignor (the "**Account Opening Agreement**"), including all rights or claims in relation to the Account Opening Agreement;
 - (b) the cash and securities account with account number [] held in the name of the Assignor with you pursuant to the Account Opening Agreement (as that account may be renumbered or re-designated from time to time) (the "**Custodian Account II**"), including all securities or other assets or balances from time to time held in or standing to the credit of or accrued or accruing on the Custodian Account II and all rights or claims in relation to the Custodian Account II (the "**Charged Securities**").
3. Until you receive written instructions from the Security Agent to the contrary:
 - (a) all rights, powers and discretions of the Assignor in relation to the Custodian Account II shall be exercisable solely by the Security Agent (save that the Assignor shall be entitled to exercise or direct the exercise of the voting rights attached to any Charged Securities unless you receive a Notice of Exclusive Control from the Security Agent);
 - (b) no assets may be released from the Custodian Account II without the prior written consent of the Security Agent;
 - (c) you should apply any securities or other assets or balances held in or standing to the credit of or accrued or accruing on the Custodian Account II as directed from time to time by the Security Agent in writing; and

- (d) all dividends you receive relating to the shares held in the Custodian Account II shall be paid into the Custodian Account II.
4. Despite the assignment and charge referred to above:
- (a) the Assignor shall remain liable to perform all its obligations under the Account Opening Agreement; and
 - (b) the Security Agent and any delegate shall not at any time be under any obligation or liability to you under or in respect of the Account Opening Agreement.
5. The Assignor shall not and you agree that the Assignor shall not, without the prior written consent of the Security Agent:
- (a) amend, supplement, restate, vary or waive (or agree to amend, supplement, restate, vary or waive) any provision of the Account Opening Agreement;
 - (b) exercise any right to rescind, cancel or terminate the Account Opening Agreement;
 - (c) release the Custodian from any obligations under the Account Opening Agreement;
 - (d) waive any breach by the Custodian or consent to any act or omission which would otherwise constitute such a breach; or
 - (e) except as provided in the Security Agreement II, novate, transfer, assign or charge any of its rights under the Account Opening Agreement.
6. You are authorised and instructed, without requiring further approval, to provide the Security Agent with such information relating to the Account Opening Agreement and the Custodian Account II as it may from time to time request and to send to the Security Agent and us copies of all notices issued by you.
7. This authority and instruction is irrevocable without the prior written consent of the Security Agent.
8. This notice of assignment and charge is governed by Hong Kong law. The courts of Hong Kong have exclusive jurisdiction to settle any dispute arising out of or in connection with this notice of assignment and charge (including a dispute relating to the existence, validity or termination of this notice of assignment and charge).
9. Please acknowledge receipt of this notice of assignment and charge and confirm that:
- (a) you will pay all moneys in respect of the Custodian Account II as directed or pursuant to this notice of assignment and charge;
 - (b) you have not received any other notice of any assignment and charge of or security over the Account Opening Agreement or the Custodian Account II or of any interest of any third party in the Account Opening Agreement or the Custodian Account II;
 - (c) you will not claim or exercise any set-off or counterclaim in respect of the Account Opening Agreement or the Custodian Account II;
 - (d) you will disclose to the Security Agent such information relating to the Account Opening Agreement or the Custodian Account II as the Security Agent may from time to time request; and

(e) you will comply with the other provisions of this notice of assignment and charge, by signing the acknowledgement on the attached copy of this notice of assignment and charge and returning that copy to the Security Agent at [_____], marked for the attention of [_____].

**The Hongkong and Shanghai Banking
Corporation Limited**

By:

Happy Scene Global Limited

(樂景環球有限公司)

By:

[On duplicate]

We acknowledge receipt of the notice of assignment and charge of which this is a copy and confirm each of the matters referred to in paragraphs (a) - (e) of paragraph 9 of the notice of assignment and charge.

HSBC Broking Securities (Asia) Limited

(滙豐金融證券(亞洲)有限公司)

By:

Dated:

SCHEDULE 3
CCASS DEFINITIONS

1. **Interpretation**

Expressions used in this Schedule 3, unless the context otherwise requires, shall have the meanings ascribed to them in the General Rules of CCASS including, where the context permits, the Operational Procedures (as defined therein), as from time to time in force ("**General Rules of CCASS**"). For reference purposes, the following terms have, as at the date hereof, the following meanings under the General Rules of CCASS:

"Broker Participant" means a Participant admitted to participate in CCASS as a Broker Participant.

"CCASS" means the Central Clearing and Settlement System established and operated by the HKSCC.

"Clearing Agency Participant" means a Participant admitted to participate in CCASS as a Clearing Agency Participant.

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

"Debt Securities" means an issue of debenture or loan stock, debentures, bonds and notes and other securities or instruments, either interest bearing or non-interest bearing, acknowledging, evidencing or creating indebtedness whether secured or unsecured, options, warrants or similar rights to subscribe or purchase any other foregoing and convertible debt securities.

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

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

"Exchange" means The Stock Exchange of Hong Kong Limited.

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

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

"HKSCC" means the Hong Kong Securities Clearing Company Limited including, where the context so requires, its agents, nominees, representatives, officers and employees.

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

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

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

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

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

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

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

2. **Reversal/reduction of CCASS credits**

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

3. **Delivery of documents**

The Assignor shall immediately upon execution of this Deed (and at the time any further Security Asset II becomes subject to the Security Interests II after the date of this Deed), deliver or procure that there shall be delivered to the Security Agent (in a form and substance satisfactory to the Security Agent) such documents as are necessary to procure that the Security Assets II (including, without limitation, any Security Asset II which becomes subject to the Security Interests II after the date of this Deed) will be credited by means of a SI and a related Delivery Instruction to the Security Agent's or, as appropriate, its nominee's relevant Stock Account (or other securities account), provided that such transfer may only occur after the occurrence of an Event of Default

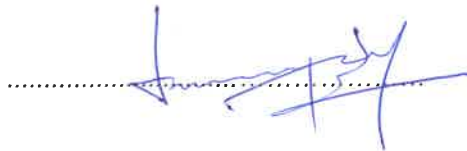
which is continuing and notice to the holder of a Stock Account in a form approved by the Security Agent.

IN WITNESS whereof this Deed has been executed, sealed and delivered as a deed on the date stated at the beginning.

The Assignor

EXECUTED, SEALED and DELIVERED
as a **DEED** in the name of **HAPPY SCENE**
GLOBAL LIMITED (樂景環球有限公司) by
its duly authorised representative
Li Siu Po _____ in the
presence of

[Signature and seal]



L.S.



[Signature of witness]

Name: Tang Man Ping

Address: Room 2801, Hysan Place, 500 Hennessy Road, Causeway Bay, Hong Kong

Occupation: Finance Manager

Address: Room 2801, Hysan Place, 500 Hennessy Road, Causeway Bay, Hong Kong

Fax No: 852-21913960

Attention: Li Siu Po

The Security Agent

EXECUTED by

[Signature of authorised signatory(ies)]

for and on behalf of **THE HONGKONG
AND SHANGHAI BANKING
CORPORATION LIMITED**


.....
**Ian TSANG
Vice President**

Address: Level 24, HSBC Main Building, 1 Queen's Road Central, Hong Kong

Fax No: +852 3478 9198

Attention: Issuer Services