

**EXECUTION COPY**

**DATE: 18 April 2020**

**CHINA CENTURY SUNSHINE GROUP INVESTMENT COMPANY LIMITED**  
**中国世纪阳光集团投资有限公司**  
**(as the Chargor)**

**IN FAVOUR OF**

**LO, KAI MING CHARLES**

**AND**

**LEE, WAI YIN ANGELA**

**(as the Chargees)**

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**CHARGE OVER CONVERTIBLE BONDS**

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**Michael Li & Co.**  
**19/F., Prosperity Tower**  
**No.39 Queen's Road Central**  
**Central, Hong Kong**  
**(Ref: CCL/DC/KLO/KC/1914142)**

## CONTENTS

<u>Clause</u>	<u>Headings</u>	<u>Page</u>
1.	Interpretation.....	2
2.	Charging provisions.....	4
3.	Representations and warranties.....	6
4.	General covenants.....	8
5.	Dividends and interest and conversion and redemption.....	11
6.	Enforcement of security.....	11
7.	Third parties dealing with the Chargees.....	14
8.	Further assurance.....	15
9.	Release.....	15
10.	Nature of security.....	16
11.	Miscellaneous.....	17
12.	Assignment.....	20
13.	Notices.....	20
14.	Law and jurisdiction.....	21
<b>Schedule</b>	Form of notice.....	22
<b>Execution</b>	.....	25

THIS CHARGE is dated 18 April 2020

**MADE BY:**

- (1) **CHINA CENTURY SUNSHINE GROUP INVESTMENT COMPANY LIMITED** 中国世纪阳光集团投资有限公司, a company incorporated in the British Virgin Islands with limited liability (company number 1882590) and having its registered office at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands; facsimile no.: (852) 2802 2697 (the “**Chargor**”)

**IN FAVOUR OF:**

- (2) (a) **LO, KAI MING CHARLES**, holder of Hong Kong Identity Card number A676364(5), of House No. 9, Strawberry Hill Phase I, No. 32 Plantation Road, Hong Kong; facsimile no.: (852) 2565 3369 (“**Mr. Lo**”); and
- (b) **LEE, WAI YIN ANGELA**, holder of Hong Kong Identity Card number D104399(5), of House No. 9, Strawberry Hill Phase I, No. 32 Plantation Road, Hong Kong; facsimile no.: (852) 2565 3369 (“**Ms. Lee**”, together with Mr. Lo as the “**Chargees**”).

**WHEREAS:**

- (A) Century Sunshine Group Holdings Limited 世紀陽光集團控股有限公司 (the “**Company**”) is a company incorporated in the Cayman Islands with limited liability. As at the date of this Charge, the Company has an authorised share capital of HK\$200,000,000.00 divided into 10,000,000,000 shares (each a “**Share**”) of HK\$0.02 each, of which 4,581,116,843 Shares have been issued and are fully paid or credited as fully paid. The issued Shares are listed on the Main Board of The Stock Exchange of Hong Kong Limited (stock code:509).
- (B) The Company intends to issue to the Chargor unsecured 8% coupon convertible bonds due 2022 (the “**Convertible Bonds**”) in the aggregate principal amount of HK\$300,000,000 in registered form and convertible into ordinary shares in the capital of the Company at the initial conversion price of HK\$0.1875 per share pursuant to an agreement for subscription of Convertible Bonds dated 18 April 2020 between the Company and the Chargor (the “**Subscription Agreement**”).
- (C) Pursuant to a Facility Letter (as defined in the Deed referred to below), Hang Seng Bank, Limited (the “**Lender**”) intends to make available to the Chargor a revolving loan facility of up to HK\$300,000,000 (the “**Facility**”) subject to and upon the terms and conditions of the Facility Letter. As security for the Facility, the Chargees intend to give certain Property Security (as defined in the Deed referred to below) in favour of the Lender.
- (D) By a deed of counter-indemnity (the “**Deed**”) dated 18 April 2020 given by the Chargor (among others) in favour of the Chargees, the Chargor has agreed, *inter alia*, to pay certain fees to the Chargees and that it will indemnify and at all times keep the Chargees fully and effectually indemnified against all claims, damages, losses, liabilities, demands, costs, expenses, charges, actions and proceedings or whatever

nature which may be made or instituted against or sustained, suffered or incurred by the Chargees (directly or indirectly) in connection with the Transaction (as defined therein), howsoever arising.

- (E) In consideration of the Chargees agreeing to give the Property Security in favour of the Lender to secure the Facility, the Chargor has at the request of the Chargees agreed to enter into this Charge and charge and assign the Charged Securities (as defined hereinafter) in favour of the Chargees subject to and upon the terms and conditions of this Charge. This Charge shall constitute part of the Security Documents as expressed in the Deed.

**NOW THIS CHARGE WITNESSES as follows:**

**1. INTERPRETATION**

- 1.1 Words and expressions defined in or construed for the purposes of the Deed shall, unless otherwise specified, have the same meanings or be construed in the same manner when used herein.
- 1.2 In this Charge (including the Recitals hereto), except where the context otherwise requires:
- (a) “**Assigned Proceeds**” means all present and future monies paid or payable under or pursuant to the Convertible Bonds to, or for the account of, the Chargor or otherwise arising out of or as a result of the Convertible Bonds, including, without limiting the foregoing, all claims arising out of the redemption or breach of the Convertible Bonds and all monies in connection with the Convertible Bonds which may at any time become payable to, or for the account of, the Chargor and all forms of remittance of such sums, but **excluding** any amounts in the form of interest or coupon paid or payable under or pursuant to the Convertible Bonds;
  - (b) “**Charged Securities**” means all of the rights, titles, benefits and interests of the Chargor in and to the Convertible Bonds issued or to be issued to the Chargor from time to time, the Rights and the Assigned Proceeds, whether now owned by the Chargor or hereafter acquired and whether now existing or hereafter coming into existence, including all stocks, shares, rights, monies or other property accruing or offered at any time by way of redemption, substitution, conversion, bonus, preference, option or otherwise to or in respect of any of the Convertible Bonds and all allotments, accretions, offers, rights, benefits and advantages whatsoever at any time accruing, offered or arising in respect of or incidental to the same or in respect of or incidental to any of the foregoing previously accruing;
  - (c) “**Company**” has the meaning ascribed thereto in Recital (A);
  - (d) “**Convertible Bonds**” has the meaning ascribed thereto in Recital (B);
  - (e) “**Deed**” has the meaning ascribed thereto in Recital (D);
  - (f) “**Disposition**” means any sale, assignment, exchange, transfer, concession, loan, lease, surrender of lease, tenancy, licence, direct or indirect reservation, waiver,

compromise, release, dealing with or in or granting of any option, right of first refusal or other right or interest whatsoever and includes any agreement so to do and “**Dispose**” and “**Disposal**” shall be construed accordingly;

- (g) “**Encumbrance**” means any mortgage, charge, pledge, lien (otherwise than arising by statute or operation of law), hypothecation or other encumbrance, priority of security interest, deferred purchase, title retention, leasing, sale-and-repurchase or sale-and-leaseback arrangement whatsoever over or in any property, assets or rights of whatsoever nature and includes any agreement for any of the same and “**Encumber**” shall be construed accordingly;
- (h) “**Enforcement Time**” means the date on which the Lender gives notice (in whatever form) of the occurrence of any breach or default (however described) by any Obligor or any other person (other than a Chargee) under or in connection with the Facility or the Facility Letter or any other documents in connection therewith, and the Lender either (i) makes a demand for repayment of the Facility or (ii) takes any step to enforce any of the Property Security;
- (i) “**Facility**” has the meaning ascribed thereto in Recital (C);
- (j) “**Hang Seng Charge**” means the charge over the Convertible Bonds granted or to be granted by the Chargor to the Lender as contemplated under the Facility Letter, which shall rank in all respects and at all times behind the first-ranking security granted by the Chargor to the Chargees hereunder;
- (k) “**Lender**” has the meaning ascribed thereto in Recital (C);
- (l) “**Receiver**” means any receiver, manager, receiver and manager or other similar officer appointed by the Chargees in respect of the security hereby granted;
- (m) “**Rights**” means:
  - (i) the right to be issued with any Convertible Bonds pursuant to the Subscription Agreement;
  - (ii) the right to receive any and all monies due or to become due to the Chargor under or pursuant to the Convertible Bonds or otherwise in respect of the loan made available thereunder (other than any interest or coupon paid or payable under or pursuant to the Convertible Bonds);
  - (iii) the right (the “**Conversion Rights**”) to convert the outstanding principal of the Convertible Bonds into shares in the Company;
  - (iv) all claims in respect of any breach of the Convertible Bonds or otherwise in respect of the loan made available thereunder;
  - (v) the right (but not the obligation) of the Chargor to perform and to compel performance of the relevant Convertible Bonds or otherwise in respect of the loan made available thereunder; and

- (vi) any right of the Chargor to rescind or otherwise terminate the Convertible Bonds or otherwise in respect of the loan made available thereunder;
  - (n) “**Secured Obligations**” means all present and future moneys, debts, indemnities, obligations and liabilities due, owing or incurred by an Obligor to the Chargees or any of them under or in connection with any Transaction Document (in each case, whether alone or jointly, or jointly or severally or in any other capacity whatsoever, with any other person, whether actually or contingently and whether as principal, surety or otherwise);
  - (o) “**Share**” has the meaning ascribed thereto in Recital (A);
  - (p) “**this Charge**” means this instrument, as originally executed or amended from time to time; and
  - (q) “**HKS**” mean the lawful currency for the time being of Hong Kong
- 1.3 Except to the extent that the context requires otherwise, any reference in this Charge to:
- (1) any document shall include that document as in force for the time being and as amended in accordance with the terms thereof or with the agreement of the parties thereto;
  - (2) any enactment shall include the same as from time to time re-enacted, amended, extended, consolidated or replaced; and
  - (3) a “**person**” includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, unit or trust (in each case, whether or not having separate legal personality).
- 1.4 The headings and table of contents in this Charge are inserted for convenience only and shall be ignored in construing this Charge. Unless the context otherwise requires, references in this Charge to the singular shall include the plural and *vice versa* and references to one gender shall include all genders. Unless otherwise stated, references in this Charge to Clauses are to the clauses of this Charge.

## **2. CHARGING PROVISIONS**

- 2.1 In consideration of the Chargees agreeing to give the Property Security in favour of the Lender to secure the Facility granted to the Chargor, the Chargor as legal and beneficial owner hereby charges by way of first fixed charge and assigns to the Chargees by way of security all the Charged Securities to the Chargees as continuing security for the due and punctual payment and discharge of all Secured Obligations and the due and punctual performance and observance by the Obligors of all other obligations of the Obligors contained in any Transaction Document to which it is a party.
- 2.2 The Chargor hereby undertakes that it shall forthwith upon the issuance of the Convertible Bonds pursuant to the Subscription Agreement and on each other date it acquires any Charged Securities, deliver to the Chargees the following documents:

- (1) duly executed undated form of transfer in respect of the Charged Securities with the transferee details left blank substantially in the form set out in the certificate of the Convertible Bonds or in such other form acceptable to the Chargees;
  - (2) duly executed and dated certificate of the Convertible Bonds;
  - (3) duly executed and dated notice of charge from the Chargor addressed to the Company and the Chargees (in the form set out in the Schedule hereto); and
  - (4) duly executed and dated acknowledgment to the notice of charge referred to in Clause 2.2(3) above from the Company addressed to the Chargor and the Chargees (in the form set out in the Schedule hereto).
- 2.3 The Chargor hereby agrees that at any time after the date hereof, the Chargees may, at the cost of the Chargor, register the Charged Securities in the name of the Chargees or their nominee.
- 2.4 The Chargor agrees that at any time after the occurrence of an Enforcement Time, the Chargees may (and the Chargor hereby irrevocably authorises the Chargees to), at the cost of the Chargor, complete the transfer notice/form executed in blank referred to in Clause 2.2(1) and serve such notice on the Company for the purpose of transferring the principal amount owed under the Convertible Bonds to the Chargees or their nominee and the re-issuance of new convertible bonds and certificates in favour of the Chargees or their nominee.
- 2.5 Notwithstanding the assignment herein contained and subject always to the terms of this Charge, the Chargees hereby authorises the Chargor to continue to deal with the Company in all other respects in relation to the Convertible Bonds as if the Chargor remained solely entitled to the rights, title, interest and benefits thereunder, provided that if an Enforcement Time occurs and is continuing, the foregoing authority shall immediately cease to have effect.
- 2.6 To the extent that the Chargor is authorised under Clause 2.5 to take action under the Convertible Bonds, the Chargees may, to the extent necessary to protect the Chargees' security interests and/or rights under this Charge, at any time require the Chargor, in addition to its other obligations under this Charge, to exercise and/or refrain from exercising all or any of its rights, discretions and remedies under the Convertible Bonds only on the express written instructions of the Chargees, who shall incur no liability for any loss caused by the Chargor's compliance with such instructions.
- 2.7 Without limiting the other rights of the Chargees under this Charge, the Chargor hereby acknowledges that after an Enforcement Time has occurred and is continuing, the Chargees may compromise any dispute arising out of, or terminate or vary or take any other action in relation to, the Convertible Bonds in its sole discretion. The Chargees shall not thereby, or by reason of any other action taken in relation to the security hereby constituted, be liable for any losses, involuntary or otherwise, which may arise in connection with the exercise or non-exercise by the Chargees of any of its powers hereunder.
- 2.8 The Chargees shall not be obliged to make any enquiry as to the nature or sufficiency

of any payment received by it or to make any claim or take any other action to collect any monies or to enforce any rights under the Convertible Bonds or in relation to the Charged Securities.

### **3. REPRESENTATIONS AND WARRANTIES**

3.1 The Chargor hereby represents and warrants to the Chargees as follows:

- (1) the Company is duly incorporated and validly existing in good standing under the laws of the Cayman Islands;
- (2) the Chargor is the sole legal and beneficial owner of all of the Charged Securities and has full right and title to the same free from any Encumbrances (other than those created by this Charge and the Hang Seng Charge) and any options or rights of pre-emption, or restrictions on transfer which might in any way fetter or otherwise prejudice the rights of the Chargor to the Charged Securities;
- (3) the Chargor has full power and authority (i) to be the legal and beneficial owner of the Charged Securities, (ii) to execute and deliver the Transaction Documents to which it is a party and (iii) to comply with the provisions of, and perform all its obligations under, the Transaction Documents to which it is a party;
- (4) each Transaction Document to which it is a party constitutes the Chargor's legal, valid and binding obligations enforceable against the Chargor in accordance with its terms except as such enforcement may be limited by any relevant bankruptcy, insolvency, administration or similar laws affecting creditors' rights generally and the Encumbrance granted hereunder will continue to be effective first-ranking security over all and every part of the Charged Securities in accordance with its terms;
- (5) the entry into, execution, delivery and performance of each Transaction Document to which it is a party does not violate (i) any law or regulation of any governmental or official authority to which the Chargor or the Company are subject, (ii) any provision of the constitutional documents of the Company, or (ii) any agreement, contract or other undertaking to which the Chargor is a party or which is binding upon the Chargor or any of its assets;
- (6) all consents, licences, approvals and authorisations required in connection with the entry into, performance, validity and enforceability of each Transaction Document to which it is a party have been obtained, are in full force and effect and will be maintained including the permission (confirmation of which shall be provided to the Chargees on request) of the Cayman Islands Monetary Authority to the acquisition of a security in the Charged Securities (together with any other shares in the share capital of the Company held by the Chargor as may be issued from time to time) pursuant to this Charge and any transfer of the Charged Securities subject to this Charge by the Chargees upon enforcement;
- (7) the Chargor has taken all corporate and other action required to approve its

execution, delivery and performance of each Transaction Document to which it is a party;

- (8) the Chargor and the Company are not unable to pay their debts as they fall due and the Chargor and the Company have not taken any corporate action nor have any other steps been taken or legal proceedings been started or (to the best of Chargor's knowledge and belief) threatened against them for their winding-up, dissolution, administration or re-organisation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of either of them or of any or all of their assets or revenues;
- (9) in any proceedings in relation to each Transaction Document to which it is a party taken in the country of its incorporation and the relevant jurisdiction where it carries on its business or has assets, the choice of Hong Kong law as the governing law of such Transaction Document and any judgment obtained in Hong Kong in relation to such Transaction Document will be recognised and enforced;
- (10) the Charged Securities in which the Chargor grants a security interest pursuant to Clause 2 will be (when issued) duly authorised, validly existing and fully paid and non-assessable and are not void and voidable, and none of the Charged Securities are or will be subject to any contractual restriction, or any restriction or inhibition under the constitutional documents of the Company, upon the transfer of such Charged Securities (except for any such restriction contained herein) and further no distress, execution or other process is being levied and enforced upon or sued or threatened against such Charged Securities;
- (11) it is generally subject to civil and commercial law and to legal proceedings and neither it nor any of its assets or revenues is entitled to any immunity or privilege (sovereign or otherwise) from any set-off, judgment, execution, attachment or other legal process;
- (12) the facts stated in the Recitals are true and correct in all respects;
- (13) its payment obligations under each Transaction Document to which it is a party ranks 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;
- (14) no litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency has or have (to the best of its knowledge and belief) been started or threatened against it;
- (15) no judgment or order of a court, arbitral body or agency has (to the best of its knowledge and belief) been made against it; and
- (16) there are no duplicate copies of the certificates or instruments in respect of the Charged Securities or other certificates or instruments representing the Charged Securities.

3.2 The Chargor further represents and warrants to the Chargees that so long as any part of the Secured Obligations remains outstanding, each of the representations and warranties set out in Clause 3.1 will be correct and complied with in all respects throughout the continuance of this Charge.

#### **4. GENERAL COVENANTS**

4.1 The Chargor hereby covenants with the Chargees that so long as any part of the Secured Obligations remains outstanding, it will:

- (1) warrant and defend its title to and the security interest in the Charged Securities hereby created in favour of the Chargees against any and all claims of all persons whomsoever;
- (2) procure that at all times the Charged Securities are free from any restrictions on transfer;
- (3) pay to the Chargees upon demand, on a full indemnity basis, all costs and expenses and charges (including legal fees) incurred by the Chargees in connection with the preparation and execution of this Charge, any other documents required in connection herewith and any amendment to or extension of, or the giving of any consent or waiver in connection with this Charge, and the perfection or preservation of the security created by this Charge or with the preservation, enforcement, exercise or attempted or intended exercise of any right, power or remedy hereunder and to pay interest thereon at such rate of interest as the Chargees may in its discretion from time to time charge and have notified to the Chargor (as well after as before judgment) from the date on which such expense or liability was incurred by the Chargees to the date of full payment, which until payment shall form part of the Secured Obligations;
- (4) duly perform, observe and comply with its obligations under the Transaction Documents to which it is a party in all respects and in accordance with all laws and regulations applicable to the transactions contemplated hereby;
- (5) promptly advise the Chargees in writing upon becoming aware of the occurrence of any event or any adverse factor which may inhibit the Chargor in the performance of its obligations under the Transaction Documents to which it is a party;
- (6) pay to the Chargees on demand all costs, charges and expenses (including legal fees) on a full indemnity basis incurred by the Chargees, in connection with the perfection or preservation of the security created by this Charge together with interest thereon at such rate of interest customarily charged by the Chargees for overdue sums which is for the time being notified to the Chargor (both before and after judgment) calculated from the date on which the same are incurred by the Chargees up to the date of payment by the Chargor;
- (7) promptly upon becoming aware inform the Chargees of the occurrence of the Enforcement Time;

- (8) obtain and maintain all authorisations, approvals and consents and make all necessary filings and registrations to ensure that this Charge is and will remain in full force and that the interests of the Chargees are fully protected, and effect and take immediate steps to obtain and thereafter maintain in full force and effect any other authorisations which may become necessary for the purposes stated herein;
- (9) ensure that at all times the claims of the Chargees against the Chargor hereunder will rank first in priority of payment and security against the claims of all its creditors;
- (10) promptly notify the Chargees of any notice or communication relating to this Charge, which may adversely affect the rights of the Chargees under the Transaction Documents as and when the Chargor receives the same and provide to the Chargees copies of all these notices and documents;
- (11) do or permit to be done everything which the Chargees may from time to time require to be done for the purpose of enforcing the Chargees' rights hereunder and will allow the name of the Chargor to be used as and when required by the Chargees for that purposes;
- (12) at all times remain the legal and beneficial owner of the Charged Securities unless the Chargees otherwise agrees in writing;
- (13) punctually pay or cause to be paid all taxes, duties, assessments and other payments (if any) payable in respect of the Charged Securities;
- (14) forthwith notify the Chargee of the issuance of any Convertible Bonds, any default under the Convertible Bonds (including payment default of any interest or coupon thereunder) or any repudiation, determination or termination by the Company of the Convertible Bonds, and of any event which may lead to or cause the repudiation, determination or termination of the Convertible Bonds;
- (15) observe and perform all restrictive and other covenants and stipulations (if any) for the time being affecting the Charged Securities;
- (16) not enter into any amalgamation, demerger, merger or corporate reconstruction or any agreement or obligation which might materially and adversely affect its financial or other condition;
- (17) promptly, but in any event within 10 Business Days after the date of this Charge:
  - (a) 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) (the "**BVI BC Act**") to the extent this has not already been done;
  - (b) enter particulars as required by the BVI BC Act of the security interests created pursuant to this Charge in its Register of Charges and provide the Chargees with a certified true copy of its updated Register of Charges; and

- (c) effect registration of this Charge with the Registrar of Corporate Affairs pursuant to section 163 of the BVI BC Act by making the required filing in the approved form with the Registrar of Corporate Affairs and provide confirmation in writing to the Chargees that such filing has been made;
- (18) promptly notify the Chargees if the Chargor becomes registered as a registered non-Hong Kong company in Hong Kong under Part 16 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) and procure the prompt registration of this Charge with the Hong Kong Companies Registry;
- (19) supply to the Chargees, promptly on request, such financial or other information relating to the Chargor as the Chargees may from time to time reasonably request;
- (20) promptly inform the Chargees of any litigation, arbitration or administrative proceeding affecting it;
- (21) take all necessary steps to enforce all its rights under the Convertible Bonds in case of non-performance by the Company of its obligations under the Convertible Bonds; and
- (22) provide to the Chargee copies of all notices and documents issued by the Company relating to the Convertible Bonds as soon as practicable upon the Chargor receiving the same, inform the Chargees as soon as practicable of any claim or notice in relation to any of the assets hereby charged and assigned which is received from any other party and inform the Chargees of all other relevant matters in relation to the Convertible Bonds or other Charged Securities.

4.2 The Chargor further covenants with the Chargees that so long as any part of the Secured Obligations remains outstanding, without the prior written consent of the Chargees, it will not:

- (1) dispose of, create or permit to arise or subsist any Encumbrance over all or any part of the Charged Securities or any part thereof or otherwise assign, deal with or dispose of all or any part of the Charged Securities (except for the creation of the Encumbrance under the the Hang Seng Charge);
- (2) permit or agree to any variation of the rights attaching to or granting any waivers or compromise in relation to any of the Charged Securities or do or omit to do any other act or thing whereby the recovery in full of any moneys payable thereunder as and when they become payable may be impeded;
- (3) grant any option or right of first refusal over the Charged Securities or any interest therein or attempt or agree to do any of the same; nor
- (4) do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value of the Chargees' security hereunder.

## **5. DIVIDENDS AND INTEREST AND CONVERSION AND REDEMPTION**

- 5.1 Until the security hereby constituted becomes enforceable, the Chargor shall be entitled to receive dividends, payments, interest or other amounts in relation to the Charged Securities provided that all such amounts received (other than any interest or coupon paid or payable under or pursuant to the Convertible Bonds) are firstly applied to discharge any Secured Obligations then due and outstanding.
- 5.2 Upon the security becoming enforceable and at any time thereafter, any Assigned Proceeds, dividends, payments or other amounts on or with respect to the Charged Securities (other than any interest or coupon paid or payable under or pursuant to the Convertible Bonds) shall be paid to the Chargees and, shall be applied by the Chargees in discharge of the Secured Obligations and if received by the Chargor shall be paid over to the Chargees forthwith upon receipt and until such payment shall be held by the Chargor in trust for the Chargees. The Chargor shall, if requested by the Chargees, upon the security becoming enforceable and at any time thereafter execute and deliver to the Chargees dividend mandates in respect of the Charged Securities.
- 5.3 Until the security hereby constituted becomes enforceable, the Chargor or its nominee shall at any time at the discretion of the Chargor exercise any voting rights in respect of the Charged Securities to the exclusion of the Chargees provided that any such exercise will not contravene any provision of this Charge or prejudice the interest of the Chargees in the Charged Securities.
- 5.4 Upon the security becoming enforceable and at any time thereafter, the Chargees or their nominee may (to the entire exclusion of the Chargor) at any time at the discretion of the Chargees exercise any voting rights in respect of the Charged Securities and all powers or rights given to trustees by sub-sections (4) and (5) of section 11 of the Trustee Ordinance of Hong Kong in respect of securities subject to a trust and all powers or rights which may be exercised by the person in whose name the Charged Securities are registered.
- 5.5 The Chargor undertakes and agrees with the Chargees throughout the continuance of this Charge and so long as the Secured Obligations or any part thereof remains owing that the Chargor will not exercise any Conversion Rights in respect of the Convertible Bonds or any right to redeem all or any part of the Convertible Bonds without the prior written consent of the Chargees. If all or any part of the Convertible Bonds is redeemed, all amounts received by the Chargor in respect of such redemption of the Convertible Bonds shall be paid to the Chargees and, shall be applied by the Chargees in discharge of the Secured Obligations and if received by the Chargor shall be paid over to the Chargees forthwith upon receipt and until such payment shall be held by the Chargor in trust for the Chargees.

## **6. ENFORCEMENT OF SECURITY**

- 6.1 The Chargees shall be entitled to declare all or any part of the security hereby created immediately enforceable on or at any time or times upon the occurrence of the Enforcement Time.
- 6.2 Upon the security hereby constituted becoming enforceable and at any time thereafter, the Chargees may without prejudice to any of its rights under this Charge, to the exclusion of the Chargor, and without any notice to or further consent or concurrence

by the Chargor exercise all rights and enjoy all benefits attaching to the Charged Securities as if it were a sole beneficial owner thereof including without limitation the right to vote and to receive dividends.

6.3 Upon the security hereby constituted becoming enforceable, the Chargees shall be entitled (without any notice or further authority) to:

- (a) dispose of or appropriate to its own use and benefit (the last mentioned being treated as a sale at fair market value less costs incurred in such sale) the Charged Securities or any part thereof (provided that if it is by way of a judicial sale, the Chargees or their nominee may obtain leave to bid or otherwise) by such method, upon such terms and for such consideration (whether payable or deliverable immediately or by installments) as the Chargees may in its absolute discretion determine with power to postpone any such Disposition and in any such case the Chargees may exercise any and all rights attaching to the Charged Securities as it in its discretion may determine and without being answerable for any loss occasioned by such Disposition or resulting from postponement thereof or the exercise of such rights; and
- (b) whether or not it shall have appointed a Receiver, exercise all the powers and discretions hereby conferred either expressly or by implication on a Receiver (and in relation to express powers and discretions as if any reference to the Receiver were a reference to the Chargees) and all other powers conferred on mortgagees by law or otherwise.

The Chargor shall not have any claim against the Chargees or their nominee in respect of any loss arising out of any such sale or any postponement thereof howsoever caused and whether or not a better price could or might have been obtained upon the sale of the Charged Securities or any of them by deferring or advancing the date of such sale. Without limiting the foregoing, the Chargees shall be entitled to:

- (a) require the Chargor to take any action it thinks desirable; and/or
- (b) procure the transfer of the Charged Securities to themselves or their nominee, and take any other action required to facilitate the realisation and disposal of any of the Charged Securities. No restrictions imposed by an ordinance or other statutory provision in relation to the exercise of any power of sale shall apply to this Charge.

6.4 All monies received by the Chargees in respect of the Disposition by them of the Charged Securities or any part thereof or otherwise howsoever arising out of the exercise by the Chargees of their power hereunder shall be applied in or towards payment of the Secured Obligations in such order as the Chargees deem fit. If such proceeds are insufficient to discharge the Secured Obligations in full, then nothing contained in this Charge shall prejudice the rights of the Chargees against any of the Chargor or any other person under this Charge in respect of such deficiency. In connection with any proposed Disposition, the Chargor hereby waives all rights to confidentiality in respect of the Charged Securities or business of the Company and its subsidiaries.

6.5 For the purpose of assisting the Chargees in the exercise of any rights conferred by this

Clause 6, the Chargor hereby covenants that it will promptly execute such instruments of transfer, proxies and other documents as the Chargees may require and will procure the registration of transfers of the Charged Securities and the entry of the Chargees or such persons they may appoint in the register of members or bondholders as the holder of the Charged Securities and give all necessary assistance to the Chargees in arranging the registration of the transfer of the Charged Securities to the Chargees or such persons they may appoint in the books of the Company and the entry of the Chargees or such persons they may appoint in the register of members or bondholders of the Company as the holder of the Charged Securities.

- 6.6 The powers of the Chargees hereunder shall be construed in the widest possible sense to the intent that the Chargees shall be afforded as wide and flexible a range of powers as possible.
- 6.7 Nothing that shall be done by or on behalf of the Chargees shall render it liable to account as a mortgagee in possession for any sums other than actual receipts.
- 6.8 The Chargor irrevocably authorises the Chargees to sign on his behalf any proxies or other documents or notices (including transfer notices and conversion notices) which the Chargees may require to enable the Chargees to exercise such voting and other rights and powers attaching to the Convertible Bonds.
- 6.9 At any time after the security hereby created has become enforceable, the Chargees may appoint any person or persons to be a Receiver of the Charged Securities and may from time to time fix his or their remuneration and may remove any Receiver so appointed and appoint another in his place. Where more than one Receiver is so appointed any reference in this Charge to a Receiver shall apply to both or all of the Receivers so appointed and the appointment shall be deemed to be a joint and several appointment so that the rights, powers, duties and discretions vested in the Receiver may be exercised jointly by the Receivers so appointed or severally by each of them. The Receiver shall be the agent of the Chargor and the Chargor shall be solely responsible for the Receiver's acts or defaults and for the Receiver's remuneration and the Receiver shall, in addition to all powers conferred upon mortgagees or receivers by law or otherwise, have power (exercisable without further notice), including without limitation:
  - (1) to take possession of, collect and get in and give receipts for the Charged Securities;
  - (2) to sell (whether by private sale, public auction or otherwise) or otherwise dispose of or deal with the Charged Securities in such manner, for such consideration and generally on such terms and subject to such conditions as the Receiver may think fit with full power to convey or otherwise transfer the Charged Securities in the name of the Chargor or other legal or registered owner;
  - (3) to appoint managers, agents, officers, solicitors, accountants, auctioneers, brokers or other professional or non-professional advisers, agents or employees for any of the aforesaid purposes at such salaries or for such remuneration and for such periods as the Receiver may determine and to dismiss any of the same or any such person appointed by the Chargor and to delegate to any person any

of the powers hereby conferred on a Receiver;

- (4) to require the Chargor to take any action it thinks desirable or exercise any of the Rights and/or procure the transfer of the Rights and/or the Charged Securities to the Chargees or their nominee;
- (5) in the exercise of any of the above powers to expend such sums as the Receiver may think fit and the Chargor shall forthwith on demand repay to the Receiver all sums so expended together with interest thereon at such rates as the Chargees may from time to time determine from the time of the same having been paid or incurred and until such repayment such sums together with such interest shall be secured by this Charge; and
- (6) to do all such other acts and things as may be considered by the Receiver to be incidental or conducive to any of the matters or powers aforesaid or otherwise incidental or conducive to the realisation of the Chargees' security created by this Charge and which the Receiver may lawfully do and to use the name of the Chargor for all the purposes aforesaid.

6.10 The Receiver shall in the exercise of the Receiver's powers, authorities and discretions conform to the directions and regulations from time to time given or made by the Chargees.

6.11 The Chargees and the Receiver shall not be answerable for any losses, involuntary or otherwise, which may arise in the exercise by the Chargees or the Receiver of their respective powers hereunder. Without prejudice to the foregoing, the Chargor shall not have any claim against the Chargees or their nominee or the Receiver in respect of any loss arising out of any sale of the Charged Securities or any postponement thereof howsoever caused and whether or not a better price could or might have been obtained upon the sale of the Charged Securities or any of them by deferring or advancing the date of such sale or otherwise howsoever.

## **7. THIRD PARTIES DEALING WITH THE CHARGEES**

7.1 The Chargor agrees that, upon any Disposal of the whole or any part of the Charged Securities or rights which the Chargees shall make or purport to make under this Charge, a statement in writing signed by the Chargees that the security constituted hereby is enforceable and that the power of sale has become exercisable shall be conclusive evidence of the fact in favour of any purchaser or other persons to whom any of the Charged Securities or rights may be transferred. The purchaser or other person will take the Charged Securities or rights free of any right of the Chargor or any person claiming under it and the Chargor hereby undertakes to fully indemnify the Chargees and keep the Chargees fully indemnified against any claim which may be made against the Chargees by such purchaser or such other person by reason of any defect in its title to the Charged Securities or other rights.

7.2 Upon any Disposition of the Charged Securities or any part thereof in accordance with this Charge, the purchaser shall not be bound to see or enquire whether the power of Disposition of the Chargees has arisen in the manner herein provided and the Disposition shall be deemed to be within the power of the Chargees and the receipt of

the Chargees for the purchase money shall effectively discharge the purchaser who shall not be concerned or be in any way answerable therefor.

## **8. FURTHER ASSURANCE**

- 8.1 The Chargor agrees, at its own costs and expenses, to execute and do all assurances, acts, deeds and things as the Chargees may reasonably require, and procure other interested parties so to do, for protecting or perfecting the security over all or any part of the Charged Securities or for facilitating the realisation of all or any part of the Charged Securities and the exercise of all powers, rights, remedies, authorities and discretions vested in the Chargees. The Chargor shall, in particular, execute all transfers and assurances of all or any part of the Charged Securities whether to the Chargees or to their nominees or purchasers, and make any registration, give all notices, orders and directions which the Chargees may think expedient.
- 8.2 The Chargor will do or permit to be done everything which the Chargees may from time to time require to be done for the purpose of enforcing the Chargees' rights hereunder and will allow the name of the Chargor to be used as and when required by the Chargees for that purpose.
- 8.3 The Chargor irrevocably appoints the Chargees, the Receiver and any persons deriving title under either of them by way of security jointly and severally to be its attorney (with full power of substitution) and in its name or otherwise on its behalf and as its act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be required or which the Chargees or the Receiver shall think proper or expedient for carrying out any obligations imposed on the Chargor hereunder or for exercising any of the powers hereby conferred or for giving to the Chargees the full benefit of this security and so that the appointment hereby made shall operate to confer on the Chargees and the Receiver authority to do on behalf of the Chargor anything which it can lawfully do by an attorney. The Chargor ratifies and confirms and agrees to ratify and confirm any deed, instrument, act or thing which such attorney or substitute may execute or do.

## **9. RELEASE**

- 9.1 Within 30 days after the irrevocable and unconditional discharge in full of the Secured Obligations (including provision for contingent liabilities in such manner and of such amount as may be determined by the Chargees in its absolute discretion) and all obligations and liabilities under this Charge but subject to the rights of any other person which have arisen as a result of the exercise by the Chargees of any of their powers, rights and remedies hereunder and the rights of any third party, the Chargees shall, at the request and expense of the Chargor, execute all documents that may be necessary to release and discharge the Charged Securities from the security hereby created and where appropriate, transfer the Charged Securities to the Chargor or as the Chargor may direct and release the Chargor from the terms of this Charge.
- 9.2 Any release, discharge or transfer as mentioned in Clause 9.1 shall be in such form as the Chargees shall approve and shall be made at the cost and expense of the Chargor. On any release of any of the Charged Securities, the Chargees shall return the same number of securities which were originally deposited, lodged, held or transferred.

- 9.3 Any release, discharge or settlement between the Chargor and the Chargees shall be conditional upon no security, disposition or payment to the Chargees by the Chargor or any other persons being avoided or reduced pursuant to any reason or ground whatsoever including without limitation any provisions or enactments relating to bankruptcy, liquidation or insolvency and in the event of any such avoidance or reduction, the Chargees shall be entitled to enforce the provisions of this Charge against the Chargor subsequently as if such release, discharge or settlement had not occurred.
- 9.4 Clause 9.1 shall apply only in respect of such number of the Charged Securities as remains after the exercise of the rights, powers and remedies of the Chargees in the event of the security conferred by this Charge becoming enforceable and shall not in any way restrict or be construed so as to restrict such rights, powers and remedies.

## **10. NATURE OF SECURITY**

- 10.1 The security created by this Charge is in addition to and not in substitution for and shall not in any way affect or be affected by any other security or guarantee which the Chargees may now or at any time hold or take from the Company, the Chargor or any other person in respect of the Secured Obligations and the obligations and liabilities under this Charge.
- 10.2 The security created by this Charge shall not be considered satisfied or discharged by any intermediate payment or satisfaction of the whole or part of the Secured Obligations but shall be a continuing security and shall extend to cover any sum which shall for the time being constitute the balance due or expressed to be due to the Chargees in respect of the Secured Obligations notwithstanding the bankruptcy, insolvency or liquidation or any death, incapacity or change in the constitution or status of the Chargor or any other person or any intermediate settlement of account or other matter whatsoever.
- 10.3 For the purpose of enabling the Chargees to sue or claim from any Obligor the full amount of the Secured Obligations and the obligations and liabilities of any Obligor or to preserve intact the liability of any Obligor or any other person, the Chargees may at any time place and keep for such time as it may think prudent any amounts received, recovered or realised under this Charge or as a result of the exercise of any right conferred herein to and in a separate or suspense account to the credit of the Chargor or of such other person or transaction as it shall in its unfettered discretion think fit.
- 10.4 This Charge may be enforced without the Chargees' first having recourse to any other security or rights or taking any other steps or proceedings against the Chargor or any other person or may be enforced for any balance due after resorting to any one or more other means of obtaining payment or discharge of the monies, obligations and liabilities hereby secured.

## **11. MISCELLANEOUS**

- 11.1 This security and the rights and obligations of the Chargees hereunder shall not be affected by any act, omission, fact, circumstance, matter or thing which, but for this provision, might operate to reduce, prejudice, release or otherwise exonerate the Chargor from its obligations hereunder, including, without limitation, and whether or

not known to the Chargees:

- (1) any time or indulgence granted to the Chargor or any other person;
- (2) the taking, variation, compromise, renewal or release of, or refusal or failure to perfect or enforce or realise any rights, remedies or securities against the Chargor or any other person;
- (3) any want of authority by any person purporting to act on behalf of the Chargor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;
- (4) any amendment, variation, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of the terms of this Charge;
- (5) the Chargor or any other person not being or ceasing to be legally liable for discharging any obligation or liability undertaken or purported to be undertaken on its behalf;
- (6) the illegality, invalidity or unenforceability of or any defect in any provision of this Charge;
- (7) the lapse or expiry of applicable limitation period;
- (8) the absorption, amalgamation, reconstruction or reorganisation or other change in the constitution of the Company or any other person;
- (9) any death, insolvency, bankruptcy, liquidation, dissolution, winding-up, provisional supervision, supervision, administration, receivership or similar proceedings affecting the Company, the Chargor or any other person; and
- (10) any other act, omission, event of thing whatsoever which but for this provision would or might afford an equitable defence to a surety or otherwise operate to discharge, impair or affect the obligations or liabilities of the Chargor hereunder.

11.2 This Charge shall continue to be effective or, as the case may be, shall be reinstated if at any time payment of any sums paid to the Chargees or hereunder must be rescinded or otherwise repaid or restored by the Chargees upon the bankruptcy, liquidation, reorganisation or otherwise of the Chargor (whether as a fraudulent preference or otherwise).

11.3 For the purpose of discharging any Secured Obligations or of paying any moneys into a suspense account, the Chargees may convert any moneys received, recovered or realised by the Chargees under or pursuant to this Charge from their existing currency of denomination into the currency of the Secured Obligations and any such conversion shall be made at the open market selling rate of exchange for the currency of the Secured Obligations against the existing currency.

- 11.4 No payment to the Chargees under this Charge pursuant to any judgment or order of any court or otherwise shall operate to discharge any obligation or liability of the Chargor in respect of which it was made unless and until payment in full shall have been received in the currency in which such obligation or liability was incurred. To the extent that the amount of any such payment shall, on actual conversion into such currency, fall short of the amount of such obligation or liability expressed in that currency, the Chargees shall have a further separate cause of action against the Chargor for the recovery of the amount of the shortfall.
- 11.5 The Chargor undertakes on demand fully and effectually to indemnify and at all times keep indemnified the Chargees against any claim, demand, action, proceeding, liability, loss, damage, penalty, interest, cost, charge or expense, legal or otherwise, taken, made, threatened, sustained or incurred by or against the Chargees for anything done, permitted or omitted in the exercise or purported exercise of any of the powers of the Chargees under or pursuant to this Charge.
- 11.6 Save as may be expressly provided herein to the contrary, time is of the essence of this Charge. No failure or delay on the part of the Chargees to exercise any power, right or remedy under this Charge shall operate as a waiver thereof nor shall a waiver by the Chargees of any particular default by the Chargor affect or prejudice the power, right or remedy of the Chargees in respect of any other default or any subsequent default of the same or a different kind nor shall any single or partial exercise by the Chargees of any power, right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other power, right or remedy. The powers, right and remedies provided in this Charge are not exclusive of any power, right and remedies but are cumulative and in addition to every other power, right and remedy now or hereafter existing at law, in equity, by statute or contract or otherwise.
- 11.7 If at any time any provision of this Charge is or becomes illegal, invalid or unenforceable in any respect, neither the legality, validity or enforceability of the remaining provisions of this Charge nor the legality, validity or enforceability of such provision shall in any way be affected or impaired thereby.
- 11.8 The Chargor hereby undertakes that it shall, entirely at its own expense, immediately upon demand by the Chargees make, execute, do and perform, or cause or procure to be made, executed, done and performed, by it and/or use its best endeavours to procure to be made, executed, done and performed by other necessary parties (if any), all such further acts, agreements, assignments, assurances, bills, contracts, deeds, documents, evidences of indebtedness, indemnities instruments, letters, loan notes, notices, powers of attorney, promissory notes, receipts, securities, undertakings, matters and things as the Chargees shall reasonably require to perfect or improve the security afforded or created, or intended to be afforded or created by this Charge.
- 11.9 A certificate of the Chargees of the amount of the Secured Obligations outstanding and due at any time hereunder shall, in the absence of manifest error, be binding and conclusive on the Chargor.
- 11.10 Any amendment or waiver of any provision of this Charge and any waiver of any default under this Charge shall only be effective if made in writing and signed by the Chargees.

- 11.11 This Charge may be executed in any number of counterparts and by the different parties to this Charge on separate counterparts and this has the same effect as if the signatures on the counterparts were on a single copy of this Charge.
- 11.12 The Chargor represents to and undertakes with the Chargees that it has not taken and will not take any security in respect of his liability under this Charge whether from the Chargor or any other person. Until all amounts which may be or become payable by the Chargor under or in connection with the Transaction Documents have been irrevocably paid in full and unless the Chargees otherwise direct, the Chargor will not exercise or otherwise enjoy the benefit of any right which it may have by reason of performance by it of its obligations under the Transaction Documents or by reason of any amount being payable, or liability arising, under this Charge:
- (a) to be indemnified by any Obligor;
  - (b) to claim any contribution from any Obligor;
  - (c) to take the benefit of any rights of the Chargees under the Transaction Documents;
  - (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation;
  - (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 Chargee.

If the Chargor shall receive any benefit, payment or distribution in relation to any such right it shall hold that benefit, payment or distribution (or so much of it as may be necessary to enable all amounts which may be or become payable to the Chargees by the Obligors under or in connection with the Transaction Documents to be paid in full) on trust for the Chargees, and shall promptly pay or transfer the same to the Chargees or as they may direct.

- 11.13 All sums payable by the Chargor under this Charge shall be paid in full without set-off or counterclaim or any restriction or condition and free and clear of any tax or other deductions or withholdings of any nature. If the Chargor or any other person is required by any law or regulation to make any deduction or withholding (on account of tax or otherwise) from any payment for the account of any Chargee, the Chargor shall, together with such payment, pay such additional amount as will ensure that such Chargee receives (free and clear of any tax or other deductions or withholdings) the full amount which it would have received if no such deduction or withholding had been required. The Chargor shall promptly forward to the Chargees copies of official receipts or other evidence showing that the full amount of any such deduction or withholding has been paid over to the relevant taxation or other authority.
- 11.14 A Chargee may set off any matured obligation due from the Chargor under the Transaction Documents (to the extent beneficially owned by that Chargee) against any matured obligation owed by that Chargee to the Chargor, regardless of the place of

payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Chargees may convert either obligation at the market rate of exchange quoted to it the ordinary course of business for the purpose of the set-off.

## **12. ASSIGNMENT**

- 12.1 This Charge shall be binding on and shall enure to the benefit of the parties and their respective personal representatives, executors, administrators, successors and assigns and any persons deriving title under any of them.
- 12.2 The Chargor may not assign or transfer any of its respective rights or obligations hereunder. The Chargees may assign or transfer any of its rights or obligations hereunder to any person, except that consent of the Chargor shall be required for any assignment or transfer by the Chargees of its rights or obligations hereunder (such consent not to be unreasonably withheld or delayed).

## **13. NOTICES**

- 13.1 Any notice required to be given under this Charge shall be in writing and shall be delivered personally or sent by facsimile or by registered or recorded delivery post, postage prepaid or by hand to the respective party at the address set out below or such other address as may have been last notified in writing by or on behalf of such party to the other of them. Any such notice shall be deemed to be served at the time when the same is handed to or left at the address of the party to be served and if served by facsimile, at the time it is despatched and if served by post at the time it would have been received in the normal course of post.

To the Chargor: China Century Sunshine Group Investment Company Limited  
中国世纪阳光集团投资有限公司  
c/o Suite 1104, 11<sup>th</sup> Floor, Tower 6, The Gateway, 9 Canton Road,  
Tsim Sha Tsui, Kowloon, Hong Kong

Fax Number : (852) 2802 2697

To the Chargees: Lo, Kai Ming Charles and Lee, Wai Yin Angela  
House No. 9, Strawberry Hill Phase I, No. 32 Plantation Road,  
Hong Kong

Fax Number : (852) 2565 3369

- 13.2 Without prejudice to any other mode of service allowed under any relevant law, the Chargor hereby irrevocably appoints the Company of Suite 1104, 11<sup>th</sup> Floor, Tower 6, The Gateway, 9 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong as its agent to accept service of legal process before the courts of Hong Kong in connection with this Charge. The Chargor further agrees to maintain a duly appointed agent in Hong Kong to accept service of process out of the courts of Hong Kong and to keep the other parties informed of the name and address of such agent. Service on such process agent (or its substitute appointed pursuant to the procedures described above) shall be deemed to be service on the Chargor and failure by a process agent to notify the Chargor of the

process will not invalidate the proceedings concerned.

**14. LAW AND JURISDICTION**

- 14.1 This Charge shall be governed by and construed in accordance with the laws of Hong Kong.
- 14.2 The Chargor hereby irrevocably submits to the jurisdiction of the courts of Hong Kong. The Chargor agrees that a judgment in any proceedings brought in any such courts may be enforced in any other jurisdiction by suit on the judgment or in any other manner permitted by law.
- 14.3 The Chargor hereby consents to the service of process out of the courts of Hong Kong by the mailing of a copy or notice thereof by postage prepaid mail to the address of the Chargor from time to time designated by the Chargor to the Chargees pursuant to Clause 13.1 and confirms that failure by the Chargor to receive such copy or notice shall not prejudice due service.
- 14.4 The submission in Clause 14.2 is non-exclusive and the Chargees reserve the right to proceed in any other jurisdiction having or claiming or accepting jurisdiction in respect thereto. Nothing herein shall limit the right of the Chargees to commence any legal action against the Chargor and/or its assets in any other jurisdiction or to serve process in any manner permitted by law, and the taking of proceedings in any jurisdiction shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not. The Chargor irrevocably and unconditionally waives any objection which it may now or hereafter have to the choice of Hong Kong as the venue of any legal action arising out of or relating to this Charge. The Chargor also agrees that a final judgment against it in any such legal action shall be final and conclusive and may be enforced in any other jurisdiction, and that a certified or otherwise duly authenticated copy of the judgment shall be conclusive evidence of the fact and amount of its indebtedness. The Chargor irrevocably waives any immunity to which it or its property may at any time be or become entitled, whether characterised as sovereign immunity or otherwise, from any set-off or legal action in Hong Kong or elsewhere, including immunity from service of process, immunity from jurisdiction of any court or tribunal, and immunity of any of its property from attachment prior to judgment or from execution of a judgment.
- 14.5 Unless expressly provided to the contrary in this Charge, a person who is not a party to this Charge shall have no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any of the terms of this Charge, and whether so provided in this Charge or not, no consent of third party is required for the amendment to (including the waiver or compromise of any obligation), rescission of or termination of this Charge.

## SCHEDULE

### FORM OF NOTICE

To: Century Sunshine Group Holdings Limited 世紀陽光集團控股有限公司  
And to: Lo, Kai Ming Charles and Lee, Wai Yin Angela

\_\_\_\_\_ 2020

Dear Sirs,

**Re: Convertible bonds issued by Century Sunshine Group Holdings Limited 世紀陽光集團控股有限公司 to China Century Sunshine Group Investment Company Limited 中國世紀陽光集團投資有限公司 in the principal amount of HK\$300,000,000 pursuant to the agreement for subscription of Convertible Bonds dated 18 April 2020**

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We give you notice that by a charge over convertible bonds dated 18 April 2020 (the “**Charge**”), we have charged (by way of first fixed charge) and assigned to Lo, Kai Ming Charles and Lee, Wai Yin Angela (the “**Chargees**”) all our right, title, interest and benefit in and to the Convertible Bonds, the Rights and the Assigned Proceeds (as defined in the Charge, a copy of which is enclosed).

Accordingly, until further notice from the Chargees, we hereby irrevocably authorise and instruct you that all payments which you may be required to make under the Convertible Bonds or otherwise with respect to the Rights and the Assigned Proceeds are to be made directly to the Chargees (*[insert account details]*).

Notwithstanding the Charge, the Chargees shall not have any liability or obligations whatsoever in respect of the Convertible Bonds.

Please also confirm that you have not received any other notice of any assignment or charge of the Convertible Bonds or any right or interest therein, and you are instructed not to recognise any such other assignment or charge of the Convertible Bonds without the prior written approval of the Chargees.

These instructions may not be altered or revoked by us without the prior written consent of the Chargees.

Please acknowledge these instructions by signing as indicated and returning to the Chargees the enclosed duplicate of this notice.

Yours faithfully,  
For and on behalf of  
China Century Sunshine Group Investment Company Limited  
中国世纪阳光集团投资有限公司  
(a company incorporated in the British Virgin Islands with limited liability)

---

Authorised signatory

Name:

Title:

*[Charge document to be enclosed]*

To: Lo, Kai Ming Charles and Lee, Wai Yin Angela

We acknowledge receipt of the above notice and:

- (a) acknowledge the first-ranking charge and assignment in your favour of all the rights, title, benefit and interest (both present and future) of China Century Sunshine Group Investment Company Limited 中国世纪阳光集团投资有限公司 (the “**Chargor**”) under the Convertible Bonds, the Rights and the Assigned Proceeds (each as defined in the Charge referred to in the above notice);
- (b) confirm that we shall look solely to the Chargor, and not to you, for the performance of its obligations and duties (if any) under and in respect of such Convertible Bonds;
- (c) confirm that we have not received any other notice of charge or assignment or notice that any other person claims any rights in respect of the Convertible Bonds, the Rights and the Assigned Proceeds or any right or interest therein. We also agree not to recognise any such other assignment or charge of the Convertible Bonds, the Rights and the Assigned Proceeds without the prior written approval of the Chargees; and
- (d) confirm that we will comply with the instructions contained in the notice.

Dated \_\_\_\_\_

For and on behalf of  
**Century Sunshine Group Holdings Limited**  
世紀陽光集團控股有限公司

\_\_\_\_\_  
Authorised Signatory

Name:

Title:

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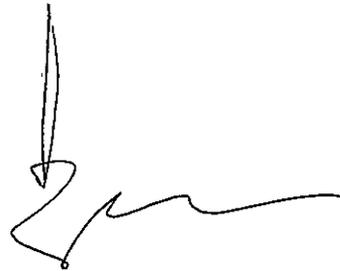


**SIGNED, SEALED and DELIVERED** by )  
 )  
**LO, KAI MING CHARLES** )  
 )  
in the presence of: )



L. S.

**SIGNED, SEALED and DELIVERED** by )  
 )  
**LEE, WAI YIN ANGELA** )  
 )  
in the presence of: )



L. S.