

Dated 18 November 2022

FACILITY AGREEMENT
relating to a loan of
US\$30,000,000

between

EXPAND OCEAN LIMITED
(海拓有限公司)
as Borrower

and

GOLDSTREAM INVESTMENT LIMITED
(金涌投資有限公司)
as Lender

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THIS FACILITY AGREEMENT is dated 18 November, 2022 and is made

BETWEEN

- (1) **EXPAND OCEAN LIMITED**(海拓有限公司), a company incorporated in the British Virgin Islands and having its registered office at Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands (the “**Borrower**”); and
- (2) **GOLDSTREAM INVESTMENT LIMITED** (金涌投資有限公司), a company incorporated in the Cayman Islands and having its registered office at P.O. Box 309, Uglan House, Grand Cayman, KY1-1104, Cayman Islands (the “**Lender**”).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

“**Arrangement Fee**” has the meaning given to it in Clause 8.1(a) (*Arrangement Fee*).

“**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.

“**Availability Period**” means the period from and including the date on which the condition precedent as set out in paragraph 2(a) in Schedule 1 (*Conditions Precedent*) is satisfied up to and including the date falling 12 Months after the date of this Agreement.

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

“**Commitment**” means US\$30,000,000, to the extent not cancelled, reduced or transferred under this Agreement.

“**Default**” means an Event of Default or any event or circumstance specified in Clause 15 (*Events of Default*) which would (with the expiry of a grace period, the giving of notice, the making of any determination under the Finance Documents or any combination of any of the foregoing) be an Event of Default.

“**Disruption Event**” means either or both of:

- (a) a material disruption to those payment or communications systems or to those financial markets which are, in each case, required to operate in order for payments to be made in connection with the Facility (or otherwise in order for the transactions contemplated by the Finance Documents to be carried out) which disruption is not caused by, and is beyond the control of, any of the Parties; and

- (b) the occurrence of any other event which results in a disruption (of a technical or systems-related nature) to the treasury or payments operations of a Party preventing that, or any other Party:
 - (i) from performing its payment obligations under the Finance Documents; or
 - (ii) from communicating with other Parties in accordance with the terms of the Finance Documents,

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

“**Event of Default**” means any event or circumstance specified as such in Clause 13 (*Events of default*).

“**Facility**” means the term loan facility made available under this Agreement as described in Clause 2.1 (*The Facility*).

“**Finance Document**” means:

- (a) this Agreement; and
- (b) each Utilisation Request; and
- (c) any other document designated as a “Finance Document” by the Lender and the Borrower.

“**Financial Indebtedness**” means any indebtedness for or in respect of:

- (a) moneys borrowed;
- (b) any amount raised by acceptance under any acceptance credit facility or dematerialised equivalent;
- (c) any amount raised pursuant to any note purchase facility or the issue of bonds, notes, debentures, loan stock or any similar instrument;
- (d) the amount of any liability in respect of any lease or hire purchase contract which would, in accordance with IFRS, be treated as a finance or capital lease (other than a lease or hire purchase contract which would, in accordance with IFRS in force prior to 1 January 2019, have been treated as an operating lease);
- (e) receivables sold or discounted (other than any receivables to the extent they are sold on a non-recourse basis);
- (f) any amount raised under any other transaction (including any forward sale or purchase agreement) having the commercial effect of a borrowing;
- (g) any derivative transaction entered into in connection with protection against or benefit from fluctuation in any rate or price (and, when calculating the value of any derivative transaction, only the marked to market value shall be taken into account);
- (h) any counter-indemnity obligation in respect of a guarantee, indemnity, bond, standby or documentary letter of credit or any other instrument issued by a bank or financial institution; and

- (i) the amount of any liability in respect of any guarantee or indemnity for any of the items referred to in paragraphs (a) to (h) above.

“Governmental Agency” means any government or any governmental agency, semi-governmental or judicial entity or authority (including any stock exchange or any self-regulatory organisation established under statute).

“Group” means the Borrower and its Subsidiaries from time to time.

“Hong Kong” means the Hong Kong Special Administrative Region of the People’s Republic of China.

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

“Interest Period” means, in relation to a Loan, each period determined in accordance with Clause 7.1 (*Interest Periods*).

“Loan” means a loan made, or to be made under the Facility by the Lender to the Borrower, or the principal amount outstanding for the time being of that loan.

“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 Borrower to perform its obligations under the Finance Documents; or (c) the validity or enforceability of, or the rights or remedies of the Lender under, the Finance Documents.

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

- (a) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day; and
- (b) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month.

“Party” means a party to this Agreement.

“Original Financial Statements” means the Borrower’s unaudited financial statements for its financial year ended 31 December 2021.

“Prepayment Administrative Fee” has the meaning given to it in Clause 5.3(b) (*Conditions of repayment and prepayment*).

“Repayment Date” means the date falling 24 Months from the Utilisation Date, which, subject to the prior written consent of the Lender, may be further extended to a date falling no later than 48 Months from the Utilisation Date

“Repeating Representations” means each of the representations set out in Clause 12, other than Clauses 12.7 (*Deduction of Tax*) and 12.8 (*No filing or stamp taxes*).

“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.

“Specified Time” means a time determined in accordance with 0 (*Timetables*).

“**Subsidiary**” means, in relation to any company or corporation, a company or corporation:

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

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body.

“**Sum**” has the meaning given in Clause 10.1 (*Currency indemnity*).

“**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); and “**Taxes**” shall be construed accordingly.

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

“**Utilisation**” means the utilisation of the Facility.

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

“**Utilisation Request**” means a notice substantially in the form set out in Schedule 2 (*Utilisation Request*).

1.2 Construction

- (a) Unless a contrary indication appears, any reference in this Agreement to:
 - (i) the “**Borrower**”, the “**Lender**”, or any “**Party**” shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
 - (ii) “**assets**” includes present and future properties, revenues and rights of every description;
 - (iii) a “**Finance Document**” or any other agreement or instrument is a reference to that Finance Document or other agreement or instrument as amended or novated;
 - (iv) “**including**” shall be construed as “including without limitation” (and cognate expressions shall be construed similarly);
 - (v) “**indebtedness**” includes any obligation (whether incurred as principal or as surety) for the payment or repayment of money, whether present or future, actual or contingent;
 - (vi) a “**person**” includes any person, firm, company, corporation, government, state or agency of a state or any association, trust or partnership (whether or not having separate legal personality) or two or more of the foregoing;

- (vii) a “**regulation**” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation;
 - (viii) a provision of law is a reference to that provision as amended or re-enacted; and
 - (ix) a time of day is a reference to Hong Kong time.
- (b) Clause and Schedule headings are for ease of reference only.
 - (c) Unless a contrary indication appears, a term used in any other Finance Document or in any notice given under or in connection with any Finance Document has the same meaning in that Finance Document or notice as in this Agreement.
 - (d) A Default (other than an Event of Default) is “**continuing**” if it has not been remedied or waived and an Event of Default is “**continuing**” if it has not been waived.

1.3 **Currency Symbols and Definitions**

- (a) “**US\$**”, “**US dollars**” or “**United States dollars**” denote the lawful currency of the United States of America for the time being.
- (b) “**%**” means per cent.

1.4 **Third party rights**

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

2. **LOAN FACILITY**

2.1 **The Facility**

Subject to the terms of this Agreement, the Lender makes available to the Borrower a US dollar term loan facility (the “**Facility**”) in an aggregate amount equal to the Commitment.

2.2 **Purpose**

The Borrower shall apply all amounts borrowed by it under the Facility towards general corporate purpose.

2.3 **Monitoring**

The Lender is not bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

3. **CONDITIONS OF UTILISATION**

3.1 **Initial conditions precedent**

- (a) The Borrower may not deliver a Utilisation Request unless the Lender has received all of the documents and other evidence listed in Schedule 1 (*Conditions Precedent*) in form and substance satisfactory to the Lender.
- (b) The condition precedent as set out in paragraph 2(a) of Schedule 1 (*Conditions Precedent*) may not be waived. If such condition precedent is not fulfilled by 28 February 2023 or such other date as may be agreed between the Parties, the Commitment will be immediately cancelled and this Agreement shall cease and determine and neither the Borrower nor the Lender shall have any obligations and liabilities under this Agreement save for antecedent breaches.

3.2 Further conditions precedent

Subject to Clause 3.1 (*Initial conditions precedent*), the Lender will only be obliged to comply with Clause 4.1 (*Delivery of a Utilisation Request*) if on the date of the Utilisation Request and on the proposed Utilisation Date:

- (a) no Default is continuing or would result from the proposed Loan; and
- (b) the Repeating Representations to be made by the Borrower are true in all material respects.

3.3 Illegality

If, at any time, it is or will become unlawful in any applicable jurisdiction for the Lender to perform any of its obligations as contemplated by this Agreement or to fund or maintain its participation in any Loan, upon the Lender notifying the Borrower, the Commitment will be immediately cancelled.

4. UTILISATION

4.1 Delivery of a Utilisation Request

The Borrower may utilise the Facility by delivery to the Lender of a duly completed Utilisation Request not later than the Specified Time.

4.2 Completion of a Utilisation Request

- (a) Each Utilisation Request in relation to a Utilisation of the Facility once given is irrevocable and will not be regarded as having been duly completed unless:
 - (i) the proposed Utilisation Date is a Business Day within the Availability Period;
 - (ii) the currency and amount of the Utilisation comply with Clause 4.3 (*Currency and amount*); and
 - (iii) the proposed Interest Period of the requested Loan complies with Clause 7.1 (*Interest Periods*); and
 - (iv) it designates that the proceeds of the Utilisation are to be paid to the Vendor for the purpose as set forth in Clause 2.2 (*Purpose*).
- (b) The Borrower shall only deliver one, and only one, Utilisation Request.
- (c) Only one Loan may be requested in each Utilisation Request.

4.3 **Currency and amount**

- (a) The currency specified in a Utilisation Request shall be USD.
- (b) The amount of the Loan shall be an amount which is not more than the Commitment.

4.4 **Advance of Loan**

If the conditions set out in Clause 3 (*Conditions of Utilisation*) and 4.1 (*Delivery of a Utilisation Request*) to 4.3 (*Currency and amount*) above have been met, the Lender shall make the requested Loan available by the relevant Utilisation Date.

4.5 **Cancellation of Commitment**

The Commitment which, at that time, is unutilised shall be immediately cancelled at 5 p.m. on the earlier of (a) the Utilisation Date and (b) the last day of the Availability Period.

4.6 **Remittance**

The Lender shall remit the proceeds of the Loan in US dollars to a bank account to be notified by the Borrower to the Lender in the Utilisation Request.

5. **REPAYMENT AND PREPAYMENT**

5.1 **Repayment of Loan**

The Loan shall be repayable by the Borrower in full on the Repayment Date.

5.2 **Voluntary prepayment**

- (a) At any time after the date of this Agreement, the Borrower may prepay the Loan in whole or in part (i) by giving not less than one (1) Month's prior written notice to the Lender and with prior written consent of the Lender or (ii) in such manner as agreed by the Parties in writing.
- (b) A prepayment notice shall be irrevocable, and unless the Lender agrees otherwise, shall specify the amount of such prepayment, and the date upon which the prepayment is to be made.
- (c) The Borrower may not re-borrow any part of the Facility which is prepaid.
- (d) The Borrower shall not repay or prepay all or any part of the Loan or cancel all or any part of the Commitment except at the times and in the manner expressly provided for in this Agreement.
- (e) No amount of the Commitment cancelled under this Agreement may be subsequently reinstated.

5.3 **Conditions of repayment and prepayment**

- (a) Any repayment or prepayment under this Agreement shall be made together with accrued unpaid interest on the amount prepaid and up to the date of prepayment and subject to any Prepayment Administrative Fee, without premium or penalty.
- (b) If the Borrower requests for prepayment of all or any part of the Loan on a date which is within three (3) Months of the Utilisation Date, the Borrower shall pay to the Lender

an amount of 5% on the amount of such prepayment as administrative charge (“**Prepayment Administrative Fee**”) on the date of prepayment.

6. **INTEREST**

6.1 **Calculation of interest**

The rate of interest on the Loan for each Interest Period is 15% per annum.

6.2 **Payment of interest**

The Borrower shall pay accrued interest on each Loan on the last day of each Interest Period.

6.3 **Default interest**

- (a) If the Borrower fails to pay any amount payable by it under a Finance Document on its due date, interest shall accrue on the Unpaid Sum from the due date to the date of actual payment (both before and after judgment) at a rate which is, subject to paragraph (b) below, five (5) per cent. per annum higher than the rate which would have been payable if the Unpaid Sum had, during the period of non-payment, constituted a Loan in the currency of the Unpaid Sum for successive Interest Periods, each of a duration selected by the Lender (acting reasonably). Any interest accruing under this Clause 6.3 shall be immediately payable by the Borrower on demand by the Lender.
- (b) If any Unpaid Sum consists of all or part of a Loan which became due on a day which was not the last day of an Interest Period relating to that Loan:
 - (i) the first Interest Period for that Unpaid Sum shall have a duration equal to the unexpired portion of the current Interest Period relating to that Loan; and
 - (ii) the rate of interest applying to the Unpaid Sum during that first Interest Period shall be five (5) per cent. per annum higher than the rate which would have applied if the Unpaid Sum had not become due.
- (c) Default interest (if unpaid) arising on an Unpaid Sum will be compounded with the Unpaid Sum at the end of each Interest Period applicable to that Unpaid Sum but will remain immediately due and payable.

7. **INTEREST PERIODS**

7.1 **Interest Periods**

- (a) Subject to paragraph (b) below, each Interest Period relating to a Loan shall be six (6) Months.
- (b) An Interest Period for a Loan shall not extend beyond the Repayment Date.
- (c) Each Interest Period shall start on the Utilisation Date of the Loan or (if the Loan has already been made) on the last day of the preceding Interest Period of the Loan.

7.2 **Non-Business Days**

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

8. FEE

8.1 Arrangement Fee

- (a) The Borrower shall pay to the Lender an arrangement fee in the amount of US\$900,000, being 3% of the total Commitment (the “**Arrangement Fee**”), which shall be non-refundable and which shall be due and payable on the Utilisation Date of the Loan, provided that the Arrangement Fee shall not be payable if Utilisation of the Facility does not occur.
- (b) The Borrower shall pay the Arrangement Fee by way of a deduction from the proceeds of the Loan. The Lender is authorised to deduct from the proceeds of the Loan an amount equal to the Arrangement Fee for the account of the Lender.

9. CONDUCT OF BUSINESS BY THE LENDER

No provision of this Agreement will:

- (a) interfere with the right of the Lender to arrange its affairs (tax or otherwise) in whatever manner it thinks fit;
- (b) oblige the Lender to investigate or claim any credit, relief, remission or repayment available to it or the extent, order and manner of any claim; or
- (c) oblige the Lender to disclose any information relating to its affairs (tax or otherwise) or any computations in respect of Tax.

10. OTHER INDEMNITIES

10.1 Currency indemnity

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

the Borrower shall as an independent obligation, within ten Business Days of demand, indemnify the Lender 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 Borrower 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.

10.2 Other indemnities

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

- (i) the occurrence of any Event of Default;
 - (ii) any information produced or approved by the Borrower being or being alleged to be misleading and/or deceptive in any respect;
 - (iii) any enquiry, investigation, subpoena (or similar order) or litigation with respect to the Borrower or with respect to the transactions contemplated or financed under this Agreement;
 - (iv) a failure by the Borrower to pay any amount due under a Finance Document on its due date or in the relevant currency;
 - (v) funding, or making arrangements to fund, a Loan requested by the Borrower in a Utilisation Request but not made by reason of the operation of any one or more of the provisions of this Agreement (other than by reason of default or negligence by the Lender alone);
 - (vi) a Loan (or part of a Loan) not being prepaid in accordance with a notice of prepayment given by the Borrower;
 - (vii) investigating any event which the Lender reasonably believes is a Default;
 - (viii) acting or relying on any notice, request or instruction which it reasonably believes to be genuine, correct and appropriately authorised; or
 - (ix) instructing lawyers, accountants, tax advisers, surveyors or other professional advisers or experts as permitted or contemplated under any Finance Document.
- (b) The Borrower's liability in each case includes any cost, loss or liability incurred on account of funds borrowed, contracted for or utilised to fund any Loan or any other amount payable under any Finance Document.

11. COSTS AND EXPENSES

11.1 Transaction expenses

The amount of all the costs and expenses (including legal fees) incurred by the Lender in connection with the negotiation, preparation, execution and performance of this Agreement will be borne by the Lender.

11.2 Amendment costs

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

11.3 Enforcement costs

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

12. REPRESENTATIONS

The Borrower makes the representations and warranties set out in this Clause 12 to the Lender on the date of this Agreement.

12.1 Status

- (a) It is a corporation, duly incorporated and validly existing under the law of its jurisdiction of incorporation.
- (b) It and each of its Subsidiaries has the power to own its assets and carry on its business as it is being conducted.

12.2 Binding obligations

The obligations expressed to be assumed by it in each Finance Document are, subject to any general principles of law limiting its obligations, its legal, valid, binding and enforceable obligations.

12.3 Non-conflict with other obligations

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

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

12.4 Power and authority

It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, the Finance Documents to which it is a party and the transactions contemplated by those Finance Documents.

12.5 Validity and admissibility in evidence

All Authorisations required or desirable:

- (a) to enable it lawfully to enter into, exercise its rights and comply with its 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; and
- (c) for it to carry on its business, and which are material,

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

12.6 Governing law and enforcement

- (a) The choice of Hong Kong law as the governing law of the Finance Documents will be recognised and enforced in its jurisdiction of incorporation.
- (b) Any judgment obtained in Hong Kong in relation to a Finance Document will be recognised and enforced in its jurisdiction of incorporation.

12.7 **Deduction of Tax**

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

12.8 **No filing or stamp taxes**

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

12.9 **No default**

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

12.10 **No misleading information**

- (a) All information provided by it or on its behalf to the Lender in connection with the Finance Documents was true and accurate in all material respects as at the date it was provided or as at the date (if any) at which it is stated to be given.
- (b) Nothing has occurred or been omitted from the information so provided and no information has been given or withheld that results in the information provided being untrue or misleading in any material respect.

12.11 **Financial statements**

- (a) The financial statements most recently supplied to the Lender (if any) in accordance with this Agreement were prepared in accordance with IFRS consistently applied, save to the extent expressly disclosed in such financial statements.
- (b) The financial statements most recently supplied to the Lender (if any) in accordance with this Agreement give a true and fair view of the financial condition and operations of the relevant reporting entity for the period to which they relate, save to the extent expressly disclosed in such financial statements.
- (c) There has been no material adverse change in the business or financial condition of the relevant reporting entity since the date of its financial statements most recently supplied to the Lender (if any) in accordance with this Agreement.

12.12 **Pari passu ranking**

Its payment obligations under the Finance Documents 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.

12.13 **No proceedings**

- (a) 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 has or have (to the best of its knowledge and belief) been started or threatened against it or any of its Subsidiaries.
- (b) No judgment or order of a court, arbitral body or agency which might reasonably be expected to have a Material Adverse Effect has (to the best of its knowledge and belief) been made against it or any of its Subsidiaries.

12.14 **Authorised signatures**

Any person specified as its authorised signatory under Schedule 2 (*Conditions Precedent*) is authorised to sign each Utilisation Request and other notices on its behalf.

12.15 **No winding-up**

It has not taken any corporate action, nor have any other steps been taken or legal proceedings been started or (to the best of its knowledge and belief) threatened against it, for its winding-up, bankruptcy, dissolution or administration or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officers of it or them or of any or all of its or their assets or revenues.

12.16 **Repetition**

Unless a representation and warranty is expressed to be given at a specific date, the Repeating Representations are deemed to be made by the Borrower by reference to the facts and circumstances then existing on the date of each Utilisation Request and the first day of each Interest Period.

13. **INFORMATION UNDERTAKINGS**

The undertakings in this Clause 13 remain in force from the date of this Agreement for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

13.1 **Financial statements**

The Borrower shall supply, or cause to be supplied, to the Lender a copy as soon as the same becomes available, the unaudited financial statements of the Borrower within 90 days after the end of the first six Months of each financial year.

13.2 **Requirements as to financial statements**

- (a) Each set of financial statements delivered, or caused to be delivered, by the Borrower pursuant to Clause 13.1 (*Financial statements*) shall be certified by a director of the Borrower as fairly representing the financial condition of the Borrower as at the date as at which those financial statements were drawn up.
- (b) The Borrower shall procure that each set of financial statements delivered pursuant to Clause 13.1 (*Financial statements*) is prepared using IFRS.

13.3 **Information: miscellaneous**

The Borrower shall supply to the Lender:

- (a) all documents dispatched by it to its creditors generally at the same time as they are despatched;
- (b) promptly upon becoming aware of them, the details of any litigation, arbitration or administrative proceedings which are current, threatened or pending against the Borrower or any member of the Group, and which would have a Material Adverse Effect;
- (c) promptly upon becoming aware of them, the details of any judgment or order of a court, arbitral body or agency which is made against any member of the Group, and which would have a Material Adverse Effect;
- (d) promptly, such further information regarding the financial condition, business and operations of the Borrower and any member of the Group as the Lender may reasonably request; and
- (e) promptly, notice of any change in authorised signatories in respect of the Finance Documents, signed by a director or company secretary of the Borrower accompanied by specimen signatures of any new authorised signatories.

13.4 Notification of default

- (a) The Borrower shall notify the Lender of any Default (and the steps, if any, being taken to remedy it) promptly upon becoming aware of its occurrence.
- (b) Promptly upon a request by the Lender if the Lender reasonably believes that a Default may have occurred, the Borrower shall supply to the Lender a certificate signed by a director of the Borrower certifying that no Default is continuing (or if a Default is continuing, specifying the Default and the steps, if any, being taken to remedy it).

14. GENERAL UNDERTAKINGS

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

14.1 Authorisations

The Borrower shall promptly:

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

any Authorisation required to enable it to perform its obligations under the Finance Documents to which it is a party and to ensure the legality, validity, enforceability or admissibility in evidence in in jurisdiction of incorporation of such Finance Documents.

14.2 Compliance with laws

The Borrower shall (and shall ensure that each member of the Group will) comply in all respects with all laws (including sanctions, any anti-bribery, anti-money laundering and anti-corruption laws and regulations) to which it may be subject where failure to so comply has or would reasonably be likely to have a Material Adverse Effect.

14.3 Pari passu ranking

The Borrower shall ensure that its payment obligations under the Finance Documents to which it is a party 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.

14.4 Disposals

- (a) The Borrower shall not (and shall ensure that no member of the Group will) enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any asset.
- (b) Paragraph (a) above does not apply to:
 - (i) any disposal of assets (including cash) made in the ordinary course of business;
 - (ii) any exchange for other assets comparable or superior as to type, value and quality and for a similar purpose;
 - (iii) any disposal of assets that are obsolete or no longer required for the disposing entity to carry on its business; or
 - (iv) any other sale, lease, transfer, assignment or other disposal with the prior written consent of the Lender.

14.5 Merger

The Borrower shall not (and shall ensure that no member of the Group will) enter into any amalgamation, demerger, merger or corporate reconstruction without the prior written consent of the Lender.

14.6 Change of business

The Borrower shall procure that no material change is made to the nature and scope of its business or the business of the Group from that carried on at the date of this Agreement.

15. EVENTS OF DEFAULT

Each of the events or circumstances set out in the following sub-clauses of this Clause 15 (other than Clause 15.12 (*Acceleration*)) is an Event of Default.

15.1 Non-payment

The Borrower does not pay on the due date any amount payable pursuant to a Finance Document at the place at and in the currency in which it is expressed to be payable unless (a) payment is made within five (5) Business Days of its due date and (b) its failure to pay is caused by administrative or technical error or a Disruption Event.

15.2 Other obligations

- (a) The Borrower does not comply with any provision of the Finance Documents (other than those referred to in Clause 15.1 (*Non-payment*)).
- (b) No Event of Default under paragraph 15.2(a) above will occur if the failure to comply is capable of remedy and is remedied within ten (10) Business Days of the earlier of (i) the Lender giving notice to the Borrower of the failure to comply and (ii) the Borrower becoming aware of the failure to comply.

15.3 **Misrepresentation**

- (a) Any representation or statement made or deemed to be made by the Borrower in the Finance Documents or any other document delivered by or on behalf of the Borrower under or in connection with any Finance Document is or proves to have been incorrect or misleading in any material respect when made or deemed to be made.
- (b) No Event of Default under paragraph 15.3(a) above will occur if the circumstances giving rise to the misrepresentation are capable of remedy and are remedied within ten (10) Business Days of the earlier of (i) the Lender giving notice to the Borrower of the failure to comply and (ii) the Borrower becoming aware of such circumstances.

15.4 **Cross default**

- (a) Any Financial Indebtedness of the Borrower or any member of the Group is not paid when due nor within any originally applicable grace period.
- (b) Any Financial Indebtedness of the Borrower or any member of the Group is declared to be or otherwise becomes due and payable prior to its specified maturity as a result of an event of default (however described).
- (c) Any commitment for any Financial Indebtedness of the Borrower or any member of the Group is cancelled or suspended by a creditor of the Borrower or that member as a result of an event of default (however described).
- (d) Any creditor of the Borrower or any member of the Group becomes entitled to declare any Financial Indebtedness of the Borrower or that member due and payable prior to its specified maturity as a result of an event of default (however described).
- (e) No Event of Default will occur under paragraphs (a) to (d) of this Clause 15.4 if the aggregate amount of Financial Indebtedness or commitment for Financial Indebtedness falling within paragraphs (a) to (d) is less than US\$5,000,000 (or its equivalent in any other currency or currencies).

15.5 **Insolvency**

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

15.6 **Insolvency proceedings**

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

- (a) the suspension of payments, a moratorium of any indebtedness, winding-up, bankruptcy, dissolution, administration, provisional supervision or reorganisation (by

way of voluntary arrangement, scheme of arrangement or otherwise) of any member of the Group or the Borrower;

- (b) a composition or arrangement with any creditor of any member of the Group or the Borrower, or an assignment for the benefit of creditors generally of any member of the Group or the Borrower or a class of such creditors;
- (c) the appointment of a liquidator, trustee-in-bankruptcy, receiver, administrator, administrative receiver, compulsory manager, provisional supervisor or other similar officer in respect of any member of the Group or the Borrower or any of its assets; or
- (d) enforcement of any Security over any assets of any member of the Group or the Borrower where the indebtedness secured by such assets exceeds US\$5,000,000 (or its equivalent in other currencies),

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

15.7 **Creditors' process**

Any expropriation, attachment, sequestration, distress or execution affects any asset or assets of any member of the Group or the Borrower having an aggregate value of not less than US\$5,000,000 (or its equivalent in other currencies) and is not discharged within 90 days.

15.8 **Unlawfulness**

It is or becomes unlawful for the Borrower to perform any of its obligations under the Finance Documents.

15.9 **Cessation of business**

- (a) Any member of the Group suspends or ceases to carry on all or a material part of its business.
- (b) Any Governmental Agency nationalises or expropriates all or any substantially all of the business or assets of the Borrower and this has or would reasonably be expected to have a Material Adverse Effect.

15.10 **Material adverse change**

An event or circumstance occur which has or would reasonably be expected to have a Material Adverse Effect.

15.11 **Material litigation**

Any litigation, arbitration, administrative proceedings or investigation before any court, arbitration or other relevant authority (together, the "**proceedings**") is instigated against any member of the Group or the Borrower which proceedings alone or together with any other such proceedings has or would be likely to have a Material Adverse Effect.

15.12 **Acceleration**

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

- (a) without prejudice to the Loan then outstanding:

- (i) cancel the Commitment (and reduce it to zero), whereupon they shall immediately be cancelled (and reduced to zero); or
- (ii) cancel any part of any Commitment (and reduce such Commitment accordingly), whereupon the relevant part shall immediately be cancelled (and the relevant Commitment shall be immediately reduced accordingly); and/or
- (b) declare that all or part of the Loan, together with accrued interest, and all other amounts accrued or outstanding under the Finance Documents be immediately due and payable, whereupon they shall become immediately due and payable; and/or
- (c) declare that all or part of the Loan be payable on demand, whereupon they shall immediately become payable on demand by the Lender.

16. **CHANGES OF PARTIES**

The Borrower may not assign or transfer its rights and/or obligations under the Finance Documents without the prior written consent of the Lender. The Lender may assign or transfer its rights and/or obligations (including without limitation its repayment obligations) under the Finance Documents without the prior written consent of the Borrower.

17. **CONFIDENTIALITY**

Each Party shall at all times keep confidential, treat as privileged, and not directly or indirectly make or allow to be made any disclosure or use of any information relating to the other Party (including any aspect of that Party's businesses or customers or the existence or subject matter of this Agreement) (the "**Confidential Information**"), except to the extent:

- (a) required by applicable laws and regulations (including the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited);
- (b) necessary to obtain the benefit of, or to carry out obligations under, this Agreement, which shall include the ability to disclose Confidential Information to their employees or professional advisers (the "**Permitted Recipients**") who need to have it for purposes connected with the transactions provided for in this Agreement, provided that the relevant disclosing party shall advise the Permitted Recipients of the confidential nature of the Confidential Information and shall use all reasonable endeavours to procure that such persons keep the relevant Confidential Information strictly confidential; or
- (c) that the information is or becomes available in the public domain without breach by a Party of its confidentiality obligations under this Clause 17 or at law.

18. **PAYMENT MECHANICS**

18.1 **Payments**

- (a) On each date on which the Borrower or the Lender is required to make a payment under a Finance Document, the Borrower or the Lender shall make the payment available to the Lender or, as the case may be, the Borrower (unless a contrary indication appears in a Finance Document) for value on the due date at the time and in such funds specified by the Lender as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

- (b) Payments to the Lender shall be made to such account with such bank and at such place as the Lender specifies.

18.2 No set-off

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

18.3 Business Days

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

18.4 Currency of account

- (a) Subject to paragraph (b) below, US dollars is the currency of account and payment for any sum due from the Borrower under this Agreement.
- (b) Each payment in respect of costs, expenses or Taxes shall be made in the currency in which the costs, expenses or Taxes are incurred.

19. NOTICES

19.1 Communications in writing

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

19.2 Method of giving of notice

Any notice required or permitted to be given hereunder shall be delivered personally or sent by pre-paid post (air mail if overseas) or fax or email to the party due to receive such notice at its address as set out below (or such other address as it may have notified to the other parties in accordance with this Clause 19):

If to the Lender:

Address: Suite 08, 70/F, Two International Finance Centre, Central, Hong Kong

Email : ferguslam@goldstreamfund.com

Fax : +852 3961 9799

Attention : Lam Tsan Fai, Fergus

If to Borrower:

Address : Suite 06-11, 70/F, Two International Finance Centre, Central,
Hong Kong

Email : kathyko@honycapital.com

Fax : +852 3961 9799
Attention : Ko Chui Ting, Kathy

19.3 Deemed notice

A communication shall be deemed to have been served:

- (i) if delivered by hand at the address referred to in Clause 19.2 (*Method of giving of notice*), at the time of delivery;
- (ii) if sent by pre-paid post to an address in Hong Kong referred to in Clause 19.2 (*Method of giving of notice*), on the second Business Days after the time of posting;
- (iii) if sent by pre-paid post to an address outside of Hong Kong, on the fourth Business Days after the time of posting; and
- (iv) if sent by fax to the correct fax number of the addressee referred to in Clause 19.2 (*Method of giving of notice*), at the time of delivery.

If a communication would otherwise be deemed to have been delivered outside normal business hours (after 6:00 p.m. on a Business Day) in the time zone of the territory of the recipient under the preceding provisions of this Clause 19, it shall be deemed to have been delivered at the next opening of business in the territory of the recipient.

19.4 Electronic communication

- (a) Any communication to be made between any of the Parties under or in connection with the Finance Documents may be made by electronic mail or other electronic means.
- (b) For the purposes of the Finance Documents, an electronic communication shall be treated as being in writing.
- (c) Any electronic communication as specified in paragraph (a) above made between the Parties will be effective only when actually received (or made available) in readable form and in the case of any electronic communication made by the Borrower to the Lender only if it is addressed in such a manner as the Lender may specify for this purpose.
- (d) Any electronic communication which becomes effective in accordance with paragraph (c) above, and received after 6 p.m. in the place in which the Party to whom the relevant communication is sent or made available has its address for the purposes of this Agreement shall be deemed only to become effective on the following working day.
- (e) Any reference in a Finance Document to a communication being sent or received will be construed to include that communication being made available in accordance with this Clause 19.4 (*Electronic communication*).

20. MISCELLANEOUS

20.1 Partial invalidity

If, at any time, any provision of this Agreement 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.

20.2 **Remedies and waivers**

No failure to exercise, nor any delay in exercising, on the part of the Lender, any right or remedy under this Agreement shall operate as a waiver, nor shall any single or partial exercise of any right or remedy prevent any further or other exercise or the exercise of any other right or remedy. The rights and remedies provided in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

20.3 **Required consents**

Any term of this Agreement may be amended or waived only with the consent of the Parties and any such amendment or waiver will be binding on all Parties.

20.4 **Counterparts**

This Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same agreement.

21. **GOVERNING LAW**

This Agreement is governed by and shall be interpreted and enforced in accordance with the laws of Hong Kong.

22. **DISPUTE RESOLUTION**

Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be settled by the Parties amicably through good faith discussions upon the written request of any Party. In the event that any such dispute, controversy, difference or claim cannot be resolved thereby within a period of sixty (60) days after such notice has been served on the relevant Party, such dispute shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) under the HKIAC Administered Arbitration Rules in force when the Notice of Arbitration is submitted. The law of this arbitration provision shall be Hong Kong law. The seat of arbitration shall be Hong Kong. The number of arbitrators shall be three. The arbitration proceedings shall be conducted in the English language. The forum agreed in this Clause 22 shall be the exclusive forum for resolving any disputes in connection with the subject matter of this Agreement. Except for proceedings to enforce an award granted by an arbitral tribunal, no Party shall bring any other proceedings in connection with the subject matter of this Agreement in any other court or forum whatsoever. The Parties hereby waive any rights of appeal to any court of competent jurisdiction to the fullest extent permitted by applicable law with respect to any award made by an arbitral tribunal constituted in accordance with this Clause 22.

AS WITNESSED the hands of the duly authorised representatives of the Parties on the day and year first before written.

SIGNATURE PAGE

The Borrower

SIGNED)
for and on behalf of)
EXPAND OCEAN LIMITED)
(海拓有限公司))
in the presence of:)



Name: Terry Sze Ying TAM
Title: Director, for and on behalf of Hony Capital Ltd.

Witness signature:



Witness name:

KO CHUI TING

Witness address:

Suite 06-11, 70/F, Two International Finance Centre, Central, Hong Kong

Witness occupation:

Finance Manager

The Lender

SIGNED)
for and on behalf of)
GOLDSTREAM INVESTMENT)
LIMITED)
(金涌投资有限公司))
in the presence of:)



Name: Geng Tao
Title: Director and Chief Executive Officer



Witness signature: *Lo Him Ning*

Witness name: *Lo HIM NING*

Witness address: *SUITE 08, 70/F, TWO INTERNATIONAL FINANCIAL CENTRE, CENTRAL, H.K.*

Witness occupation: *FINANCE MANAGER*

SCHEDULE 1
CONDITIONS PRECEDENT

1. Borrower

- (a) A copy of the constitutional documents of the Borrower.
- (b) A copy of a resolution of the board of directors of the Borrower:
 - (i) approving the terms of, and the transactions contemplated by, the Finance Documents to which it is a party and resolving that it execute the Finance Documents to which it is a party;
 - (ii) authorising a specified person or persons to execute the Finance Documents to which it is a party on its behalf; and
 - (iii) authorising a specified person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Utilisation Request) to be signed and/or despatched by it under or in connection with the Finance Documents to which it is a party.
- (c) A specimen of the signature of each person authorised by the resolution referred to in paragraph (b) above.

2. Other documents and evidence

- (a) Evidence that the Lender has already obtained its independent shareholders' approval by an ordinary resolution at its extraordinary general meeting for the entering into of this Agreement and the transaction contemplated thereunder.
- (b) A copy of any other Authorisation or other document, opinion or assurance which the Lender considers to be necessary or desirable (if it has notified the Borrower accordingly) in connection with the entry into and performance of the transactions contemplated by any Finance Document or for the validity and enforceability of any Finance Document (if any).
- (c) The Original Financial Statements of the Borrower.
- (d) Evidence that the fees, costs and expenses then due from the Borrower pursuant to Clause 8 (*Fee*) and Clause 11 (*Costs and expenses*) have been paid or will be paid by the first Utilisation Date.

**SCHEDULE 2
UTILISATION REQUEST**

From: **EXPAND OCEAN LIMITED (海拓有限公司)**

To: **GOLDSTREAM INVESTMENT LIMITED (金涌投資有限公司)**

Dated:

**EXPAND OCEAN LIMITED (海拓有限公司) – US\$30,000,000 Facility Agreement
dated 18 November 2022 (the “Facility Agreement”)**

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

Proposed Utilisation Date:	[] (or, if that is not a Business Day, the next Business Day)
Amount:	[]
First Interest Period:	[]
3. We confirm that each condition specified in Clause 3.2 (*Further conditions precedent*) of the Facility Agreement is satisfied on the date of this Utilisation Request.
4. We authorise and direct you to deduct from the proceeds of the Loan an amount equal to US\$900,000 for payment to the Lender of the Arrangement Fee.
5. We authorise and direct you to credit the net proceeds of the Loan (after deduction of the Arrangement Fee set out in paragraph 4 above) to the following account:

Correspondent Bank:	[]
Correspondent Bank Swift Code:	[]
Amount:	[]
Beneficiary Name:	[]
Account Number:	[]
SWIFT Code:	[]
Reference:	[]
6. This Utilisation Request is irrevocable.

Yours faithfully

.....

authorised signatory for

EXPAND OCEAN LIMITED (海拓有限公司)

TIMETABLES

Function

Delivery of a duly completed
Utilisation Request (Clause 4.1
(*Delivery of a Utilisation Request*))

Day/Time

One (1) Business Day prior to (and not
including) the Utilisation Date on or before
12:00 noon (or such other date and time as
agreed by the Lender)