

Dated 20 May 2025

LIPPO LIMITED
(力寶有限公司)
(as Debtor)

and

LIPPO CAPITAL LIMITED
(as Subordinated Creditor)

and

BANK OF CHINA (HONG KONG) LIMITED
(中國銀行(香港)有限公司)
(as Lender)

SUBORDINATION DEED
relating to HKD105,000,000 term loan facility for
LIPPO LIMITED
(力寶有限公司)

GALLANT
Solicitors & Notaries
5th Floor, Jardine House
1 Connaught Place
Central, Hong Kong

Ref: 524-895-939-1136-2025(21)-8

THIS DEED is made on 20 May 2025

BETWEEN:

- (1) **LIPPO LIMITED (力寶有限公司)**, a company incorporated under the laws of Hong Kong with limited liability with business registration number 03768948, whose registered office is at 40th Floor, Tower Two, Lippo Centre, 89 Queensway, Hong Kong and whose shares are listed on the Hong Kong Stock Exchange (0226 HK) (the “**Debtor**”);
- (2) **LIPPO CAPITAL LIMITED**, an exempted company incorporated under the laws of the Cayman Islands with limited liability with company number 36450, whose registered office is at PO Box 309, Ugland House, Grand Cayman, KY1-1104, Cayman Islands (the “**Subordinated Creditor**”); and
- (3) **BANK OF CHINA (HONG KONG) LIMITED (中國銀行(香港)有限公司)**, a banking institution incorporated under the laws of Hong Kong with limited liability whose registered office is at 14th Floor, Bank of China Tower, No.1 Garden Road, Hong Kong (the “**Lender**”).

WHEREAS:

- (A) The Subordinated Creditor has made a loan in the principal amount of HKD70,000,000 available to the Debtor (the “**Shareholder Loan**”).
- (B) By a facility agreement dated 20 May 2025 (the “**Facility Agreement**”, which expression shall include the same as originally executed and as may from time to time be supplemented, amended and/or restated) made between the Debtor as borrower (the “**Borrower**”) and the Lender as lender, the Lender has agreed to make available to the Borrower the Facility (as defined in the Facility Agreement) subject to and upon the terms and conditions mentioned therein.
- (C) In pursuance of the terms and conditions in the Facility Agreement, the Junior Parties (as defined below) shall execute this Deed in favour of the Lender for the subordination of the Subordinated Debt (as defined below) to the Secured Obligations subject to and upon the terms and conditions of this Deed.
- (D) It is intended that this document takes effect as a deed notwithstanding the fact that a Party (as defined below) may only execute this document under hand.

NOW THIS DEED WITNESSES as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless the context requires otherwise, terms and expressions defined in the Facility Agreement as set out in clause 1.1 (*Definitions*) thereof shall have the same meanings when used herein (including the Recitals hereto). In addition, the following terms and expressions shall have the following meanings unless the context requires otherwise:

“**Insolvency Event**” means:

- (a) any resolution is passed or order made or proceedings commenced for the dissolution,

winding-up, liquidation or reorganisation of the Debtor except for any reorganisation (i) pursuant to which the attributable interest of the Debtor in any member of the Group after such reorganisation remains unchanged or (ii) in the DIS Transaction or the Privatisation Transaction;

- (b) the Debtor makes a general assignment or an arrangement or composition for the benefit of all (or a particular type of) its creditors or a moratorium is agreed or declared in respect of or affecting all or a material part of the indebtedness of the Debtor; or
- (c) any event occurs which, under the law of any relevant jurisdiction, has an analogous or equivalent effect to any event described in paragraphs (a) and (b) above.

“Junior Parties” means the Debtor and the Subordinated Creditor, and **“Junior Party”** means each one of them.

“Party” means a party to this Deed.

“Subordinated Debt” means all present and future obligations and liabilities (whether actual or contingent, whether owed jointly, severally or in any other capacity whatsoever and whether originally incurred by the Debtor or by some other person) of the Debtor owing to the Subordinated Creditor.

“Subordination Period” means the period beginning on the date of this Deed and ending on the date on which the Lender is satisfied that the Secured Obligations have unconditionally and irrevocably been paid or discharged in full.

1.2 Construction

The rules of interpretation set out in clause 1.2 (*Construction*) of the Facility Agreement shall apply to the interpretation of this Deed *mutatis mutandis*. In addition, in this Deed, unless the context otherwise requires:

- (a) **“this Deed”** means this instrument, as originally executed and as may be supplemented, amended and/or restated from time to time in accordance with the terms herein;
- (b) references to Clauses, Exhibits, Schedules and Recitals are to be construed as references to the clauses, exhibits, schedules and recitals of this Deed and references to this Deed include its Exhibits and Schedules (if any);
- (c) an agreement, instrument or other document **“to which it is a party”** includes any agreement, instrument or other document issued in the relevant person’s favour or of which it otherwise has the benefit (in whole or in part); and
- (d) an obligation not to do something will also be treated as an obligation not to permit it to be done.

1.3 Third party rights

- (a) Subject to paragraph (c) below, a person who is not a Party has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the laws of Hong Kong) (the **“Third Parties Ordinance”**) to enforce or to enjoy the benefit of any term of this Deed.
- (b) Notwithstanding any term of any Finance Document, the consent of any person who is

not a Party is not required to rescind or vary this Deed at any time.

- (c) Any Receiver or any director, officer, employee, affiliate or agent of the Lender may, subject to this Clause 1.3 and the Third Parties Ordinance, rely on any Clause of this Deed (including without limitation any indemnity, limitation or exclusion of liability) which expressly confers rights on it.

2. SUBORDINATION

2.1 Subordination

Except as provided in this Deed, the rights of the Subordinated Creditor in respect of the Subordinated Debt are subordinated to the Secured Obligations and accordingly payment and receipt of any amount of the Subordinated Debt is not permitted until the end of the Subordination Period.

2.2 Permitted payment

The Debtor may make, and the Subordinated Creditor may receive, payment for interest due and payable under the Subordinated Debt.

3. REPRESENTATIONS AND WARRANTIES

The Subordinated Creditor makes the representations and warranties set out in this Clause 3 to the Lender on the date of this Deed.

3.1 Status

- (a) It is a corporation, duly incorporated and validly existing and, where applicable, in good standing under the laws 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.
- (c) It is not a FATCA FFI or a US Tax Obligor.

3.2 Binding obligations

Subject to the Legal Reservations, the obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable obligations.

3.3 Non-conflict with other obligations

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

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

nor result in the existence of, or oblige it to create, any Security or encumbrance over any of its

assets.

3.4 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, this Deed and the transactions contemplated by this Deed.

3.5 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 this Deed;
 - (b) to make this Deed admissible in evidence in the Relevant Jurisdictions; and
 - (c) for it and its Subsidiaries to carry on its business, and which are material,
- have been obtained or effected and are in full force and effect.

3.6 Governing law and enforcement

Subject to the Legal Reservations:

- (a) the choice of Hong Kong law as the governing law of this Deed will be recognised and enforced in the Relevant Jurisdictions; and
- (b) any judgment obtained in Hong Kong in relation to this Deed will be recognised and enforced in the Relevant Jurisdictions.

3.7 Deduction of Tax

It is not required under the laws of the Relevant Jurisdictions or resident or at the address specified in this Deed to make any Tax Deduction from any payment it may make under any Finance Document.

3.8 No filing or stamp taxes

It is not necessary under the laws of the Relevant Jurisdictions that this Deed be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, documentary, transfer, registration or similar Tax be paid on or in relation to this Deed or the transactions contemplated by this Deed, except (a) Cayman Islands stamp duty which may be payable if the original of this Deed is executed in, brought to, or produced before a court of, the Cayman Islands and (b) as otherwise specified in any legal opinion delivered in accordance with clause 4 (*Conditions of Utilisation*) of the Facility Agreement.

3.9 No Default

- (a) No Default is continuing or might reasonably be expected to result from the entry into, the performance of, or any transaction contemplated by, any Finance Document to which it is a party.
- (b) No other event or circumstance is outstanding which constitutes a default under any

other agreement or instrument which is binding on it or any of its Subsidiaries or to which its or any of its Subsidiaries' assets are subject which might have a Material Adverse Effect.

3.10 No misleading information

- (a) Any information in writing provided by it was true, complete 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.
- (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 by it being untrue or misleading in any material respect.

3.11 Pari passu ranking

Its payment obligations under the Finance Documents constitute its direct, unconditional and unsubordinated obligations and rank at least *pari passu* with the claims of all of its other present and future unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

3.12 No proceedings

- (a) No litigation, arbitration or administrative proceedings or investigations 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 its assets or revenues.
- (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.

3.13 Authorised signatories

Any person specified as its authorised signatory under schedule 1 (*Conditions*) to the Facility Agreement or paragraph (g) of clause 18.4 (*Information: miscellaneous*) of the Facility Agreement is authorised to sign notices on its behalf.

3.14 Solvency

No:

- (a) corporate action, legal proceeding or other procedure or step described in paragraph (a) of clause 21.7 (*Insolvency proceedings*) of the Facility Agreement; or
- (b) creditors' process described in clause 21.8 (*Creditors' process*) of the Facility Agreement,

has been taken or, to the best of its knowledge, threatened in relation to it; and none of the circumstances described in clause 21.6 (*Insolvency*) of the Facility Agreement applies to it.

3.15 No immunity

- (a) Its execution and performance of this Deed constitute its private and commercial acts

performed for private and commercial purposes.

- (b) Neither it nor any of its assets or revenues will be entitled to any immunity or privilege (sovereign or otherwise) from set-off, suit, execution, attachment or other legal process and in any proceedings taken in its Relevant Jurisdictions in relation to this Deed.

3.16 No breach of laws

It has not (and none of its Subsidiaries has) breached any law or regulation which breach has or is reasonably likely to have a Material Adverse Effect.

3.17 Repetition

Each of the representations and warranties set out in this Clause 3 are deemed to be made by the Subordinated Creditor by reference to the facts and circumstances then existing on the date of each Utilisation Request, the first day of each Interest Period and the Privatisation Date.

4. UNDERTAKINGS

Each Junior Party gives the undertakings set out in this Clause 4 to the Lender and acknowledges that the Lender has entered into the Finance Documents in full reliance upon those undertakings.

4.1 Payments

Except as expressly permitted in this Deed, the Debtor shall not, without the prior written consent of the Lender:

- (a) make any payment (whether in respect of principal, interest or otherwise) on account of all or any of the Subordinated Debt (whether by way of cash, loan or otherwise);
- (b) redeem, purchase or otherwise acquire, or grant Security in respect of, all or any of the Subordinated Debt;
- (c) pay, repay or prepay any interest, default interest, fees or commissions (but without prejudice to the accrual thereof) on, or by reference to, all or any of the Subordinated Debt; or
- (d) take or omit to take any action or step whereby the subordination of all or any of the Subordinated Debt might be terminated, impaired or adversely affected.

4.2 Receipts

Except as expressly permitted in this Deed, the Subordinated Creditor shall not, without the prior written consent of the Lender:

- (a) receive any payment (whether in respect of principal, interest or otherwise) made by the Debtor of all or any of the Subordinated Debt (whether by way of cash, loan or otherwise);
- (b) assign, transfer or otherwise dispose of, or make demand for or accept Security in respect of, all or any of the Subordinated Debt or all or any rights which it may have against the Debtor in respect of all or any part of the Subordinated Debt;
- (c) take, or permit to be taken, any action or step to commence or continue any proceedings

against the Debtor, or take any action in respect of, all or any of the Subordinated Debt (including without limitation the exercise of any right of set-off, counterclaim or lien);

- (d) take, or permit to be taken, any action or step with a view to the winding-up, receivership or administration of the Debtor; or
- (e) take or omit to take any action or step whereby the subordination of all or any of the Subordinated Debt might be terminated, impaired or adversely affected.

4.3 Duration

The undertakings given by each Junior Party in this Clause 4 will remain in force until the end of the Subordination Period.

5. GENERAL UNDERTAKINGS BY SUBORDINATED CREDITOR

The undertakings in this Clause 5 remain in force from the date of this Deed for so long as any amount is outstanding under the Finance Documents or any Commitment is in force.

5.1 Authorisations

The Subordinated Creditor 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 this Deed and to ensure the legality, validity, enforceability or admissibility in evidence in its Relevant Jurisdictions of this Deed.

5.2 Compliance with laws

The Subordinated Creditor shall comply in all material respects with all laws, regulations and reporting obligations to which it may be subject, if failure so to comply would have, or is likely to have, a Material Adverse Effect.

5.3 Pari passu ranking

The Subordinated Creditor shall ensure that its payment obligations under the Finance Documents constitute its direct, unconditional and unsubordinated obligations and rank and continue to rank at least *pari passu* with the claims of all of its other present and future unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

5.4 Application of FATCA

The Subordinated Creditor shall ensure that it will not become a FATCA FFI or a US Tax Obligor.

5.5 Compliance with Anti-Corruption Laws

The Subordinated Creditor shall (and shall ensure that each of its Subsidiaries will):

- (a) conduct its business in compliance with all Anti-Corruption Laws;

- (b) maintain systems, controls, policies and procedures designed to promote and achieve ongoing compliance with all Anti-Corruption Laws; and
- (c) take all reasonable and prudent steps to ensure that each of its agents, directors, employees and officers comply with such laws.

5.6 Compliance with AML and CTF Laws

The Subordinated Creditor shall (and shall ensure that each of its Subsidiaries will) ensure that its operations are conducted at all times in compliance with all applicable AML and CTF Laws and maintain systems, controls, policies and procedures designed to promote and achieve compliance with such laws.

5.7 Sanctions

The Subordinated Creditor shall not directly or indirectly use, lend, contribute or otherwise make available any service or facility provided by the Lender and any proceeds thereof, or permit the same to be used, lent, contributed or otherwise made available, (a) to fund any activities or business of or with any person, or in any country or territory, that, at the time of such funding, is, or whose government is, the target of any Sanctions or (b) in any manner that would result in a violation of any Sanctions by any person in any capacity.

5.8 Payment obligations

The Subordinated Creditor shall punctually pay all sums due from it and otherwise comply with its obligations under the Finance Documents to which it is a party.

5.9 Conduct of business

The Subordinated Creditor shall conduct and carry on its business in a proper manner in all material respects.

5.10 Amendment to constitution

The Subordinated Creditor shall ensure that no amendment or supplement is made to its articles of association which may have a Material Adverse Effect without the prior written consent of the Lender.

6. INSOLVENCY EVENT

6.1 Exercise of Subordinated Creditor's rights

If an Insolvency Event occurs, the Lender may, and is hereby irrevocably authorised and empowered (in its own name or in the name of the Subordinated Creditor or otherwise) but will have no obligation to:

- (a) demand, sue for, collect and/or secure every payment or distribution of assets of the Debtor to which the Subordinated Creditor would be entitled in respect of the Subordinated Debt or any part thereof; and
- (b) file claims and proofs of claim in the name of the Subordinated Creditor in respect of the Subordinated Debt or any part thereof or take any other action as the Lender may deem necessary or advisable for the exercise or enforcement of any of the rights or

interests of the Lender.

6.2 Subordination on insolvency

- (a) On a dissolution, bankruptcy, winding-up, liquidation or any analogous procedure in any jurisdiction of the Debtor or of the Subordinated Creditor, the claims of the Subordinated Creditor in respect of the Subordinated Debt will be postponed to the Secured Obligations and no amount will be payable to the Subordinated Creditor in respect of any of the Subordinated Debt nor will any distribution of assets of any kind or character be made to the Subordinated Creditor in respect of any of the Subordinated Debt (whether in cash or in kind).
- (b) Any payment or distribution of assets of the Debtor of any kind or character to which the Subordinated Creditor would have been entitled but for the provisions of this Clause 6 will be paid by the Debtor, or other person making such payment or distribution, to the Lender to the extent necessary to repay all the Secured Obligations in full.

6.3 Further assurance – Insolvency Event

The Subordinated Creditor will:

- (a) if the Lender is not entitled to take any of the actions contemplated by this Clause 6 or if the Lender requests that the Subordinated Creditor take that action, promptly undertake that action itself in accordance with the instructions of the Lender or grant a power of attorney to the Lender (on such terms as the Lender may reasonably require) to enable the Lender to take such action; or
- (b) promptly do all such assurances, deeds, acts and things as the Lender may require in order to give effect to this Clause 6.

7. APPLICATION OF MONEYS

7.1 Order of application

All amounts from time to time received or recovered by the Lender pursuant to the terms of this Deed shall be applied in or towards payment of the Secured Obligations in accordance with clause 24.3 (*Partial payments*) of the Facility Agreement, provided that this Clause 7.1 does not prejudice the right of the Lender to recover any shortfall from an Obligor.

7.2 No appropriation

Clause 7.1 (*Order of application*) shall override any application made by any Junior Party. Each Junior Party hereby waives all rights of appropriation with respect to moneys paid under the Finance Documents and the same shall be applied as the Lender may from time to time deem fit.

8. PROVISIONS RELATING TO SUBORDINATION

8.1 Continuing subordination

This Deed shall remain in full force and effect by way of continuing subordination until the end of the Subordination Period and shall not be affected in any way by any intermediate payment

in whole or in part of the Secured Obligations.

8.2 Waiver of defences

The subordination effected by, and the obligations of each Junior Party to the Lender under, this Deed shall not be discharged or affected by:

- (a) any Security or right of the Lender in respect of the Secured Obligations;
- (b) any time, waiver or consent granted to, or composition with, any Obligor or any other person;
- (c) the release of any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any Obligor or any member of the Group;
- (d) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, execute, take up or enforce, any rights against, or security over assets of, any Obligor 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;
- (e) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;
- (f) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of any Finance Document or any other document or security including any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under any Finance Document or other document or security;
- (g) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security;
- (h) any insolvency or similar proceedings;
- (i) any transfer or assignment of any part of any Loan or the Facility by the Lender;
- (j) this Deed or any other Finance Document not being executed by or binding upon any other party; or
- (k) any act, omission or event which would or may but for the provisions of this Clause 8.2 operate to discharge, impair or otherwise affect this Deed or the liability of any Junior Party hereunder.

8.3 Immediate recourse

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

8.4 No Security from others

The Subordinated Creditor represents and warrants that it does not hold and covenants that it

will not take or hold without the Lender's consent any Security from any Obligor or any other person for its obligations hereunder. Any Security so taken (with or without the Lender's consent) shall be held in trust for the Lender as Security for the Secured Obligations. The Subordinated Creditor shall deposit such Security and any document relating thereto to the Lender as soon as practicable.

8.5 Deferral of rights

Until all amounts which may be or become payable by the Obligors under or in connection with the Finance Documents have been irrevocably paid in full and unless the Lender otherwise directs, no Junior Party will exercise or otherwise enjoy the benefit of any right which it may have by reason of performance by it of its obligations under this Deed or any other Finance Document or by reason of any amount being payable, or liability arising, under this Deed:

- (a) to be indemnified by an Obligor;
- (b) to claim any contribution from any other guarantor of or provider of security for any Obligor's obligations under the Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by the Lender;
- (d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which the Junior Party has provided a security, undertaking or indemnity under this Deed;
- (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 the Lender.

9. FURTHER ASSURANCE

Each Junior Party agrees that it will promptly, at the direction of the Lender, execute and deliver at its own expense any document (whether executed as a deed or under hand as the Lender may direct) and do all such acts and things in order to confirm or establish the validity and enforceability of the subordination effected by, and the obligations of each Junior Party to the Lender under, this Deed.

10. RIGHTS OF LENDER

10.1 Delegation by Lender

Each Junior Party hereby further irrevocably authorises the Lender may:

- (a) delegate to any person(s) all or any of its rights, powers and discretions under this Deed on such terms (including power to sub-delegate) as the Lender sees fit; and/or
- (b) employ agents, managers, employees, advisers and other person(s) on such terms as the Lender sees fit for the purposes of this Deed,

provided that the Lender will not in any way be liable or responsible to the Junior Parties for any loss or liability arising from any act, default, omission or misconduct (except for gross

negligence or wilful misconduct) on the part of any such delegate or sub-delegate.

10.2 Granting time

The Lender may, at any time, without discharging or in any way affecting the subordination effected by or pursuant to this Deed or any remedy of the Lender in respect of such security, grant to any Junior Party or any other person, time or indulgence, further credit, or enter into any arrangement, composition or variation of rights with or abstain from perfecting, asserting, calling, exercising or enforcing any remedies, securities, guarantees or other rights which it may now or hereafter have from or against any Junior Party.

10.3 Discretions

Any liberty or power which may be exercised or any determination which may be made under this Deed by the Lender may be exercised or made at its absolute and unfettered discretion without any obligation to give reasons for doing so.

11. STAMP TAXES, EXPENSES AND INDEMNITY

11.1 Stamp taxes

Each Junior Party shall:

- (a) pay all stamp duty, registration and other similar Taxes payable in respect of this Deed; and
- (b) within 5 Business Days of demand, indemnify the Lender against any cost, loss or liability the Lender incurs in relation to any stamp duty, registration and other similar Tax paid or payable in respect of this Deed.

11.2 Costs and expenses

Each Junior Party shall, within 10 Business Days of demand, pay to the Lender the amount of all costs and expenses (including legal fees) reasonably incurred by the Lender in connection with the negotiation, preparation, printing, execution, delivery and perfection of this Deed.

11.3 Currency indemnity

- (a) If any sum due from a Junior Party under the Finance Documents (a “**Sum**”), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the “**First Currency**”) in which that Sum is payable into another currency (the “**Second Currency**”) for the purpose of:
 - (i) making or filing a claim or proof against that Junior Party; or
 - (ii) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings,

the Junior Party concerned shall as an independent obligation, within 5 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) Each Junior Party 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.

11.4 Default interest

The amounts payable under this Clause 11, if not paid on their due date, shall carry interest at the default rate stipulated in clause 8.3 (*Default interest*) of the Facility Agreement from the date on which payment was due to the date of full payment, and until so repaid shall form part of the Secured Obligations.

11.5 Use of indemnified sums

The Lender may retain and pay all sums in respect of which it is indemnified out of any moneys received by it under the powers conferred by this Deed.

12. INCORPORATION OF TERMS BY CROSS-REFERENCE

Clauses 12 (*Tax Gross-up and Indemnities*), 24 (*Payment Mechanics*), 25 (*Set-off*), 26 (*Notices*), 27 (*Calculations and Certificates*), 28 (*Partial Invalidity*), 29 (*Remedies and Waivers*), 30 (*Amendments and Waivers*) and 31 (*Confidential Information*) of the Facility Agreement shall apply to this Deed as if they were set out in full again here, except that:

- (a) references to this Agreement and/or Finance Document(s) in those clauses are to be construed in this Deed as references to this Deed;
- (b) references to Obligor(s) in those clauses are to be construed in this Deed as references to the Junior Parties; and
- (c) the email address, address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each Party for any communication or document to be made or delivered under or in connection with this Deed is:
 - (i) in the case of the Junior Parties, that identified with its name at its signing page of this Deed;
 - (ii) in the case of the Lender, that identified with its name at its signing page of the Facility Agreement,

or any substitute email address, address, fax number or department or officer as the Party may notify to the other Party by not less than 5 Business Days' notice,

and with any other changes which are necessary to fit this context, *mutatis mutandis*.

13. SUCCESSORS AND ASSIGNS

13.1 Assignment and transfer by Junior Parties

This Deed shall be binding upon and enure to the benefit of the Parties and their respective successors and permitted assigns (as the case may be), except that no Junior Party may assign or transfer any of its rights, benefits, duties or obligations hereunder to any person.

13.2 Assignment and transfer by Lender

The Lender may at any time without the consent of the Junior Parties assign or otherwise transfer all or any of its rights under this Deed to any other person to whom it may assign or transfer all or any of its rights in accordance with the terms of the Facility Agreement.

13.3 Execution of further documents

If the Lender assigns any of its rights or transfers by novation any of its rights and obligations as provided in clause 22.1 (*Assignments and transfers by the Lender*) of the Facility Agreement, each Junior Party undertakes, immediately on being requested to do so by the Lender, to enter into such documents as may be necessary or desirable to assign or transfer to the New Lender all or the relevant part of the Lender's interest in this Deed, failing which the Existing Lender is authorised by each Junior Party to execute on its behalf any of such documents.

13.4 Merger by the Lender

The Junior Parties' obligations under this Deed will not be affected by:

- (a) any takeover, absorption or merger by or of the Lender by, of or with any other bank or financial institution, or any other entity; or
- (b) any change in the name or constitution of the Lender,

to the intent that this Deed shall remain valid and effective in all respects in favour of any assignee, transferee or other successor in title of the Lender in the same manner as if such assignee, transferee or other successor in title had been named in this Deed as a party instead of, or in addition to, the Lender.

14. MISCELLANEOUS

14.1 Counterparts

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

14.1 Determinations

For the purposes of this Deed, the Lender shall solely determine whether any event, circumstances or other relevant situation is material or whether any matter or thing is reasonable or is necessary or desirable or otherwise any other matter calling for a determination and the Lender's determination shall be conclusive and binding on the Junior Parties.

14.2 Acknowledgement

The Subordinated Creditor hereby expressly acknowledges that it has read through the Facility Agreement and acknowledged the terms and conditions therein.

15. GOVERNING LAW AND ENFORCEMENT

15.1 Governing law

This Deed is governed by the laws of Hong Kong.

15.2 Jurisdiction of Hong Kong courts

- (a) The courts of Hong Kong have non-exclusive jurisdiction to settle any dispute arising out of or in connection with this Deed (including any dispute regarding the existence, validity or termination of this Deed) (a “**Dispute**”).
- (b) The Parties agree that the courts of Hong Kong are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- (c) Notwithstanding paragraphs (a) and (b) above, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

15.3 Waiver of immunities

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

- (a) suit;
- (b) jurisdiction of any court;
- (c) relief by way of injunction or order for specific performance or recovery of property;
- (d) attachment of its assets (whether before or after judgment); and
- (e) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction (and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any immunity in any such proceedings).

15.4 Process agent

- (a) The Subordinated Creditor hereby irrevocably appoints the Debtor to receive, for it and on its behalf, service of process in any legal action or proceedings arising out of or in connection with this Deed and any other Finance Document to which it is a party in Hong Kong and the Debtor hereby accepts the appointment to receive for the Subordinated Creditor service of legal process as aforesaid.
- (b) The Subordinated Creditor further agrees and undertakes that it will at all times hereafter maintain a process agent in Hong Kong for the purpose of this Deed and each other Finance Document to which it is a party and if for any reason that process agent either ceases to be able to act as such or no longer has an address in Hong Kong, the Subordinated Creditor irrevocably agrees to forthwith appoint a substitute process agent acceptable to the Lender and to deliver to the Lender a copy of the new process agent’s acceptance of such appointment promptly, provided that until the Lender receives such acceptance of appointment, it shall be entitled to treat the process agent appointed pursuant to paragraph (a) above (or its successor) as the process agent of the Subordinated Creditor for the purposes of this Clause 15.4.
- (c) The Subordinated Creditor agrees that:
 - (i) any writ, summons, order, judgment or other notice of legal process shall be

deemed sufficiently served on it if delivered to the relevant process agent at such process agent's address given to the Lender or as recorded in the Lender's books; and

- (ii) failure by the process agent to notify it of the process will not invalidate the proceedings concerned.


IN WITNESS whereof this Deed has been executed and delivered by the Debtor and the Subordinated Creditor as a deed and signed by the Lender on the day and year first above written.

EXECUTION PAGES

THE DEBTOR

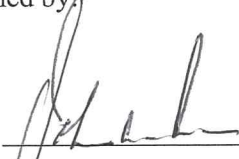
LIPPO LIMITED (力寶有限公司)

Executed and delivered as a deed and signed by:



Name: Lee Kwok Fai

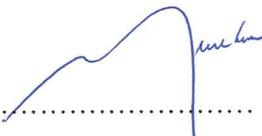
Title: Director



Name: Lee Luen Wai John

Title: Director

in the presence of:

Witness's signature:


Name: Luk Yuen Fun Millie

Address: 40/F., Tower Two, Lippo Centre, 89 Queensway, Hong Kong

Address:	40th Floor, Tower Two, Lippo Centre, 89 Queensway, Hong Kong
Fax:	+852 2840 0408
Email:	alex.au@lippohk.com / millie.luk@lippohk.com
Attention:	Mr Alex Au / Ms Millie Luk

THE SUBORDINATED CREDITOR

LIPPO CAPITAL LIMITED

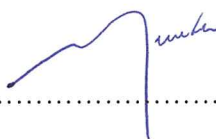
Executed and delivered as a deed and signed by:



Name: Lee Kwok Fai

Title: Director

in the presence of:

Witness's signature:


Name: Luk Yuen Fun Millie

Address: 40/F., Tower Two, Lippo Centre, 89 Queensway, Hong Kong

Address:	40th Floor, Tower Two, Lippo Centre, 89 Queensway, Hong Kong
Fax:	+852 2840 0408
Email:	alex.au@lippohk.com / millie.luk@lippohk.com
Attention:	Mr Alex Au / Ms Millie Luk

THE LENDER

For and on behalf of

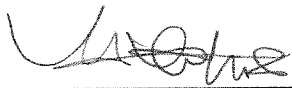
Bank of China (Hong Kong) Limited (中國銀行(香港)有限公司)

By:



Name: **Fan Sze Wai**
(8882893)

Title: Credit Execution Manager



Name: **Hung Yuen Yu**
(8851921)

Title: Senior Credit Execution Manager