



MRO1  
Particulars of a charge


<b>4</b>	<b>Brief description</b>	
	Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument	Please submit only a short description if there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument"  Please limit the description to the available space
Brief description	N/A	

<b>5</b>	<b>Other charge or fixed security</b>	
	Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box	
/	<input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	

<b>6</b>	<b>Floating charge</b>	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box	
/	<input type="checkbox"/> <b>Yes</b> Continue <input checked="" type="checkbox"/> <b>No</b> Go to <b>Section 7</b>	
	Is the floating charge expressed to cover all the property and undertaking of the company?	
	<input type="checkbox"/> <b>Yes</b>	

<b>7</b>	<b>Negative Pledge</b>	
	Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box	
/	<input checked="" type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>	

<b>8</b>	<b>Trustee statement <sup>1</sup></b>	
	You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge	<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06)
	<input type="checkbox"/>	

<b>9</b>	<b>Signature</b>	
	Please sign the form here	
Signature	Signature <input checked="" type="checkbox"/>  <input checked="" type="checkbox"/>	
	This form must be signed by a person with an interest in the charge	

MRO1

Particulars of a charge

 **Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name **ELIZABETH CORRIN**

Company name **CHINA CONSTRUCTION BANK**

**(LONDON) LIMITED**

Address **111 OLD BROAD STREET**

Post town **LONDON**

County/Region

Postcode 

E	C	2	N	1	A	P
---	---	---	---	---	---	---

Country **UK**

DX

Telephone **+44(0)2030369349**

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

**We may return forms completed incorrectly or with information missing**

**Please make sure you have remembered the following**

- The company name and number match the information held on the public Register
- You have included a certified copy of the instrument with this form
- You have entered the date on which the charge was created
- You have shown the names of persons entitled to the charge
- You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8
- You have given a description in Section 4, if appropriate
- You have signed the form
- You have enclosed the correct fee
- Please do not send the original instrument, it must be a certified copy

 **Important information**

Please note that all information on this form will appear on the public record.

 **How to pay**

A fee of £13 is payable to Companies House in respect of each mortgage or charge filed on paper.

Make cheques or postal orders payable to 'Companies House'.

 **Where to send**

You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below.

**For companies registered in England and Wales**  
The Registrar of Companies, Companies House,  
Crown Way, Cardiff, Wales, CF14 3UZ  
DX 33050 Cardiff

**For companies registered in Scotland**  
The Registrar of Companies, Companies House,  
Fourth floor, Edinburgh Quay 2,  
139 Fountainbridge, Edinburgh, Scotland, EH3 9FF  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post)

**For companies registered in Northern Ireland**  
The Registrar of Companies, Companies House,  
Second Floor, The Linenhall, 32-38 Linenhall Street,  
Belfast, Northern Ireland, BT2 8BG  
DX 481 N R Belfast 1

 **Further information**

For further information, please see the guidance notes on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

This form is available in an alternative format. Please visit the forms page on the website at [www.companieshouse.gov.uk](http://www.companieshouse.gov.uk)



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 1074897

Charge code. 0107 4897 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 9th July 2015 and created by HAVIN BANK LTD was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 15th July 2015.

P

Given at Companies House, Cardiff on 22nd July 2015



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

DATED 9 JULY 2015

THE COMPANY  
IN FAVOUR OF  
CHINA CONSTRUCTION BANK (LONDON) LIMITED

---

CHARGE OVER CASH DEPOSIT AGREEMENT

---

"Certified to be a true copy of the original.

Signed: ..... ELIZABETH CORRIN

Solicitor, England and Wales

Date: 14/07/15....."

**CONTENTS**

Clause		Page
1	Definitions and Interpretation	1
2	Covenant to Pay	.2
3	Security over the Cash Deposit	. 2
4	Accounts and Cash Deposit	3
5	Representations	4
6	Negative Pledge	5
7	Effectiveness of Collateral	5
8	Enforcement	7
9	Subsequent interests	7
10	Suspense Accounts	.7
11	NEW ACCOUNTS	8
12	Power of attorney	8
13	Assignment	8
14	Notices	9
15	Waivers and Counterparts	9
16	Law	10
17	Enforcement	10

THIS AGREEMENT is made by way of deed on 9 July 2015

BETWEEN

- (1) HAVIN BANK LTD (the "Company"); and
- (2) CHINA CONSTRUCTION BANK ( LONDON) LIMITED ("CCBL")

IT IS AGREED as follows

## 1 DEFINITIONS AND INTERPRETATION

### 1.1 Definitions

In this Agreement

"**Aggregate Notional Amount**" means the aggregate value of the Euro Equivalent Notional Amounts of (i) all unsettled Spot Transactions, and (ii) any proposed Spot Transaction

"**Authorisation**" means an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation or registration

"**Cash Deposit**" means all monies from time to time standing to the credit of the Designated Bank Account arising from any deposit made pursuant to Clause 3.3 (*Cash Deposit*) below and relating to the Secured Obligations, and all rights, benefits and proceeds in respect thereof

"**Collateral Amount**" means the Aggregate Notional Amounts

"**Collateral Rights**" means all rights, powers and remedies of CCBL provided by this Agreement or by law

"**Designated Bank Account**" means account number 200002239000 (account name Havin Bank Limited) of the Company opened and maintained with CCBL (and any renewal or redesignation thereof) for the purpose of receiving cash deposits under this Agreement

"**Euro Equivalent Notional Amount**" means a for each Spot Transaction, the Euro-equivalent amount of the Notional Amount as determined using the previous day's end of day closing rate

"**Notional Amount**" means, for each Spot Transaction, the value of the notional amount as referenced in the Confirmation and deal records

"**Secured Obligations**" means all obligations owing to CCBL by the Company under or in connection with the Spot Agreements and this Agreement and on any account whether present or future, actual or contingent (and whether incurred by the Company alone or jointly, and whether as principal or surety or in some other capacity) except for any obligation or liability which, if it were included, would cause that obligation or liability or any of the Security in respect thereof, to be unlawful or prohibited by any applicable law

**"Security"** means the security created under or pursuant to or evidenced by this Agreement

**"Security Period"** means the period starting on the date of this Agreement and ending on the date on which CCBL is satisfied that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and no further Secured Obligations are capable of being outstanding

**"Spot Transaction(s)"** means an FX spot transaction between CCBL and the Company

**"Spot Agreements"** means all agreements for Spot Transactions between CCBL and the Company as evidenced through Confirmations and the deal records and as determined at the full discretion and using the records of CCBL

## 1.2 **Third Party Rights**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce or to enjoy the benefit of any term of this Agreement

## 2 **COVENANT TO PAY**

The Company covenants with CCBL to, on demand, pay to CCBL and discharge each of the Secured Obligations on their due date in accordance with their respective terms

## 3 **SECURITY OVER THE CASH DEPOSIT**

### 3.1 **Charge**

The Company charges the Cash Deposit with full title guarantee and by way of first fixed charge, in favour of CCBL as continuing Security for the payment and discharge of all of the Secured Obligations

### 3.2 **Notice**

This Agreement shall constitute notice to CCBL of the charge referred to above

### 3.3 **Cash Deposit**

The Company shall ensure that prior to entering into any Spot Agreement an amount equal or in excess of the Collateral Amount has been deposited into the Designated Bank Account

### 3.4 **Release**

Upon CCBL being satisfied that the Secured Obligations have been irrevocably paid or discharged in full, CCBL shall, at the request and cost of the Company and subject to Clause 3.6, release all the Security without recourse to, and without any representations or warranties by, CCBL or any of its nominee(s)



### 3 5 **Repayment of Cash Deposit**

Subject to the provisions of this Agreement, the Cash Deposit shall, at the written request of the Company, be repaid after CCBL is satisfied that all the Secured Obligations have been unconditionally and irrevocably paid and discharged in full and no further Secured Obligations are capable of being outstanding

### 3 6 **Clawback**

Any release, discharge or settlement between the Company and CCBL shall be deemed conditional on no payment or security received by CCBL in respect of the Secured Obligations being avoided, reduced or ordered to be refunded pursuant to any law relating to insolvency, bankruptcy, winding up, administration, receivership or otherwise. Despite any such release, discharge or settlement

(a) CCBL or its nominee may retain this deed and the security created by or pursuant to it, including all certificates and documents relating to the whole or any part of the Deposit, for such period as CCBL deems necessary to provide CCBL with security against any such avoidance, reduction or order for refund, and

(b) CCBL may recover the value or amount of such security or payment from the Company subsequently as if such release, discharge or settlement had not occurred.

## 4 **ACCOUNTS AND CASH DEPOSIT**

### 4 1 **Set Off**

CCBL shall be entitled with notice to the Company to set-off or transfer all or part of the Cash Deposit in or towards satisfaction of all or any part of the Secured Obligations

### 4 2 **Terms of Cash Deposit**

Except pursuant to an express variation of this Clause agreed by CCBL and the Company in writing, notwithstanding any other terms applicable to the Cash Deposit or the Designated Bank Account and subject to Clause 4 3, the Cash Deposit shall be maintained on the terms that it shall mature on the earlier of

- (a) the first time at which all of the following conditions are met
  - (i) there are no remaining Secured Obligations,
  - (ii) CCBL is not under any obligation or liability (actual or contingent) to make advances or provide other financial accommodation which, if made or provided, would give rise to any Secured Obligations, and
  - (iii) CCBL providing notice of any release in writing, and
- (b) close of business in London on the date on which any of the Secured Obligations shall have become due and payable and shall not have been paid upon becoming so due and payable,

so that, at such time as any such Cash Deposit shall mature (or at any time thereafter), CCBL may exercise in relation to that Cash Deposit any rights of set-off, combination or consolidation to which CCBL may be entitled under this Agreement or at law

**4 3 Partial Maturity**

If on any day any of the Secured Obligations become due and payable and have not been paid by close of business in London on the same day, then only so much of the Cash Deposit shall mature as equals the amount of the Secured Obligations which became due and payable and had not been paid by close of business on that day

**4 4 Interest on Account and Cash Deposit**

Interest shall accrue on the Designated Bank Account at such rates and be payable on such dates and in such manner as may be set out in this Agreement or agreed from time to time by CCBL and the Company

**4 5 Restrictions**

The Company shall not be entitled to receive, withdraw or otherwise transfer all or any part of the Cash Deposit

- (a) except with the prior written consent of CCBL, or
- (b) unless there are no remaining Secured Obligations and the Security has been discharged in full by CCBL

**4 6 CCBL call for increased Collateral Amount**

Where at any point during any day, the conversion rate from the relevant currency to Euro has moved by 1% or more when compared with the rate at the close of business on the previous business day, CCBL may at its discretion call for supplemental cash to be deposited in the Designated Bank Account to cover these rate movements. Any additional cash deposited under this clause will be part of the Cash Deposit and the Collateral Amount will be increased by this supplemental amount until the relevant Spot Transaction has matured

**5 REPRESENTATIONS**

The Company makes the following representations and warranties to CCBL and acknowledges that CCBL has become a party to this Agreement in reliance on these representations and warranties and the representations and warranties shall be deemed to be made on each day of the Security Period

**(a) *Ownership of Cash Deposit***

It is the sole legal and beneficial owner of the Cash Deposit free and clear of all Security interests save as created by this Agreement and has not sold or disposed of or granted any interest in or rights in respect of any of its right, title and interest, in the Cash Deposit and the Cash Deposit is not subject to any options to purchase, pre-emption rights or similar rights or other restrictions upon disposal which would operate to restrict in any way their

disposal by CCBL should it come to enforce its Security contained in this Agreement

(b) ***Corporate Authority***

The entry into of this Agreement by the Company does not and will not constitute a breach of any agreement or instrument binding on the Company or its assets

(c) ***Authorisations***

All Authorisations required or desirable

(i) to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Agreement, and

(ii) to make this Agreement admissible in evidence in its jurisdiction of incorporation and any other relevant the jurisdiction,

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

**6 NEGATIVE PLEDGE**

The Company shall not

(i) create or permit to subsist any security (other than pursuant to this Agreement) over the Cash Deposit or (other than pursuant to this Agreement or any other charge over cash deposit agreement entered into between the Company and CCBL) the Designated Bank Account without the prior written consent of CCBL,

(ii) sell, assign, transfer, part with possession of or otherwise dispose of in any manner (or purport to do so) all or any part of, or any interest in, the Cash Deposit, or

(iii) create or grant (or purport to create or grant) any interest in the Cash Deposit in favour of a third party

**7 EFFECTIVENESS OF COLLATERAL**

**7.1 Collateral Cumulative**

The collateral constituted by this Agreement and the Collateral Rights shall be cumulative, in addition to and independent of every other security which CCBL may at any time hold for the Secured Obligations or any rights, powers and remedies provided by law. No prior security held by CCBL over the whole or any part of the Cash Deposit shall merge into the collateral constituted by this Agreement

**7.2 No Waiver**

No failure to exercise, nor any delay in exercising, on the part of CCBL, any right or remedy under this Agreement shall operate as a waiver of any such right or remedy or

constitute an election to affirm this Agreement, the Spot Agreements. No single or partial exercise of any right or remedy shall prevent any further or other exercise or the exercise of any other right or remedy of CCBL. The rights and remedies are cumulative and not exclusive of any rights or remedies provided by law.

**7.3 Illegality, Invalidity, Unenforceability**

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

**7.4 Continuing Security**

- (a) The Security from time to time constituted by this Agreement is a continuing Security and will remain in full force and effect as a continuing Security until released or discharged in writing by CCBL.
- (b) No part of the Security from time to time constituted by this Agreement will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.
- (c) No amount credited to or debited from the Designated Bank Account shall be treated as satisfying or discharging the Secured Obligations or reducing the Cash Deposit unless it is expressly determined by CCBL as doing so and is reflected as such in the records of CCBL.

**7.5 Immediate recourse**

The Company waives any right it may have of first requiring CCBL to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Company under this Agreement. This waiver applies irrespective of any law or any provision of this Agreement to the contrary.

**7.6 No prejudice**

The Security created by or pursuant to this Agreement and the rights, powers and remedies of CCBL provided by or pursuant to this Agreement or by law shall not be prejudiced by any unenforceability or invalidity of any other agreement or document or by any time or indulgence granted to the Company or any other person by CCBL or by any other thing which might otherwise prejudice the Security or any rights, powers and remedies of CCBL provided by or pursuant to this Agreement or by law.

**7.7 The Company's intent**

Without prejudice to the generality of Clause 7.6 (*No prejudice*), the Company expressly confirms that it intends that the Security created under this Agreement, and the Collateral Rights, shall extend from time to time to any (however fundamental and of whatsoever nature, and whether or not more onerous) variation, increase, extension or addition of or to the Spot Agreements and/or any amount made available under it.

## 8 ENFORCEMENT

### 8.1 Application of proceeds

All monies received or recovered and any non-cash recoveries made or received by CCBL pursuant to this Agreement or the powers conferred by it shall (subject to the claims of any person having prior rights thereto) be applied by CCBL (notwithstanding any purported appropriation by the Company) as CCBL shall think fit in discharge of the Secured Obligations or any other amounts owing by the Company to CCBL

### 8.2 Appropriation

In the event that the Company fails to comply with its obligations under the Spot Agreements within the specified time, CCBL shall be entitled and is hereby irrevocably and unconditionally authorised, without the consent of the Company but at the cost of the Company, to appropriate the whole or any part of the Cash Deposit in such manner as CCBL shall (in its absolute discretion) determine and thereafter in payment of the surplus to the Company or any other person entitled to it

### 8.3 Financial collateral

(a) To the extent that any of the Designated Bank Account, the Cash Deposit, this Agreement and the rights and obligations of the parties under this Agreement constitute a "security financial collateral arrangement" (as defined in the Financial Collateral Arrangements (No 2) Regulations 2003 (SI 2003/3326) (the "**Regulations**"), CCBL shall have the benefit of all of the rights of a collateral taker conferred on it by the Regulations, including the right to appropriate all or any part of the financial collateral (as defined in the Regulations) in or towards discharge of the Secured Obligations in such order as CCBL shall (in its absolute discretion) determine and thereafter in payment of the surplus to the Company or any other person entitled to it

(b) The parties agree that the value of the financial collateral (as defined in the Regulations) so appropriated shall be the amount standing to the credit of the Designated Bank Account), together with any accrued but unposted interest, at the time the right of appropriation is exercised. The parties agree that the method of valuation provided for in this Agreement is a commercially reasonable method of valuation for the purposes of the Regulations

## 9 SUBSEQUENT INTERESTS

If CCBL at any time receives notice of, or itself enters into, any subsequent mortgage, assignment, charge or other interest affecting all or any part of the Cash Deposit, all payments made by the Company to CCBL after that time shall be treated as having been credited to a new account of the Company and not as having been applied in reduction of the Secured Obligations as at the time when CCBL received notice

## 10 SUSPENSE ACCOUNTS

All monies received, recovered or realised by CCBL under this Agreement (including the proceeds of any conversion of currency) may in the discretion of CCBL be

credited to any interest bearing suspense or impersonal account maintained with CCBL or any bank, building society or financial institution as it considers appropriate and may be held in such account for so long as CCBL may think fit pending their application from time to time (as CCBL is entitled to do in its discretion) in or towards the discharge of any of the Secured Obligations and save as provided herein no party will be entitled to withdraw any amount at any time standing to the credit of any suspense or impersonal account referred to above

## 11 NEW ACCOUNTS

If CCBL receives, or is deemed to have received, notice of any subsequent Security, or other interest, affecting all or part of the Cash Deposit, CCBL may open a new account for the Company in CCBL's books. Without prejudice to CCBL's right to combine accounts, no money paid to the credit of the Company in any such new account shall be appropriated towards, or have the effect of discharging, any part of the Secured Obligations. If CCBL does not open a new account immediately on receipt of the notice or deemed notice referred to above in this paragraph, then, unless CCBL gives express written notice to the contrary to the Borrower, all payments made by the Company to CCBL shall be treated as having been credited to a new account of the Company and not as having been applied in reduction of the Secured Obligations as from the time of receipt or deemed receipt of the relevant notice by CCBL.

## 12 POWER OF ATTORNEY

### 12.1 Appointment

The Company hereby appoints as its attorney, irrevocably and by way of security for the performance of its obligations under this Agreement, CCBL and any person nominated in writing by CCBL, severally (with full powers of substitution and delegation), on its behalf and in its name or otherwise as its act and deed, at such time and in such manner as the attorney may think fit

- (a) to take any action which it is obliged to take under this Agreement but has not taken, and
- (b) to take any action required to enable CCBL to exercise all or any of the rights conferred on it by or pursuant to this Agreement or by law,

and the taking of action by the attorney(s) shall (as between an attorney and any third party) be conclusive evidence of its right to take such action

### 12.2 Ratification

The Company undertakes to ratify and confirm everything that any attorney does or purports to do in the exercise or purported exercise of the power of attorney in Clause 12.1 (*Appointment*)

## 13 ASSIGNMENT

This Agreement shall be binding upon and shall inure to the benefit of each party and its direct or subsequent legal successors, permitted transferees and assigns. It shall

remain in effect despite any amalgamation or merger (however effected) relating to CCBL, and references to CCBL shall include any assignee or successor in title of CCBL and any person who, under the laws of its jurisdiction of incorporation or domicile, has assumed the rights and obligations of CCBL under this Agreement or to which, under such laws, those rights and obligations have been transferred

## **14 NOTICES**

### **14.1 Communications in Writing**

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

### **14.2 Addresses**

The address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of each party for any communication or document to be made or delivered under or in connection with the Agreement is

(a) in the case of the Company, that identified with its name below,

(b) in the case of CCBL, that identified with its name below,

or any substitute address, fax number, or department or officer as may be notified by the party making the change

### **14.3 Delivery**

Any communication or document made or delivered by one person to another under or in connection with this Agreement will be effective if delivered by way of fax, letter (when it has been left at the relevant address)

## **15 WAIVERS AND COUNTERPARTS**

### **15.1 Waivers**

No waiver by CCBL of any of its rights under this Agreement shall be effective unless given in writing

### **15.2 Partial Invalidity**

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

### **15.3 Counterparts**

This Agreement 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 Agreement

16 **LAW**

This Agreement and any non-contractual obligations arising out of or in connection with it are governed by English law

17 **ENFORCEMENT**

17.1 **Jurisdiction of English Courts**

- (a) The courts of England have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including a dispute relating to the existence, validity or termination of this Agreement or the consequences of its nullity) or any non-contractual obligation arising out of or in connection with this Agreement) (a "**Dispute**")
- (b) The parties agree that the courts of England are the most appropriate and convenient courts to settle disputes and accordingly no party will argue to the contrary

**THIS AGREEMENT** has been executed as a deed by the Company and CCBL and is intended to be and is hereby delivered by it as a deed on the date specified above

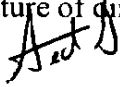


**THE COMPANY**

**EXECUTED as a DEED by  
HAVIN BANK LTD**

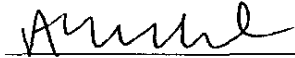
Address 5<sup>th</sup> Floor, 30 Marsh Wall, London, E14 9TP  
Fax +44(0)207 093 3242  
Attention Operations Department

Signature of director



Aldo Victoria Name of director

in the presence of



Signature of witness

ANGELA WEAL Name of witness

68 TRINITY ROAD Address of witness

RAYLEIGH

SS6 8PS.

CCBL

EXECUTED as a DEED by )  
China Construction Bank (London) Limited )

Address 111 Old Broad Street  
London EC2N 1AP  
United Kingdom

Fax +44(0)207 038 6001  
Attention Treasury Department / Legal Department

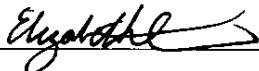
Signature of director



Junle XIE

Name of director

in the presence of



Signature of witness

ELIZABETH CORRIN

Name of witness

67F CADOGAN TERRACE

Address of witness

LONDON

E9 5EQ