In accordance with Sections 859A and 859J of the Companies Act 2006

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Particulars of a charge



-,	A fee is payable with this form Please see 'How to pay' on the last page You can use the WebFiling service t Please go to www companieshouse governments You can use the WebFiling service t	
•	What this form is for You may use this form to register a charge created or evidenced by an instrument What this form is NOT for You may not use this form to register a charge where there is no instrument Use form MP	For further information, please refer to our guidance at www.companieshouse gov iik
	This form must be delivered to the Registrar for registration 21 days beginning with the day after the date of creation of the delivered outside of the 21 days it will be rejected unless it is account order extending the time for delivery	*A3GLRXCZ*
<u> </u>	You must enclose a certified copy of the instrument with this form scanned and placed on the public record Do not send the original	17/09/2014 #229 COMPANIES HOUSE
1	Company details	For official use
Company number	0 8 9 4 9 3 7 1	→ Filling in this form
Company name in full	DAIMING LIMITED	Please complete in typescript or in bold black capitals
		All fields are mandatory unless specified or indicated by *
2	Charge creation date	
Charge creation date	8 8 8 ½ 6 4 4	
3	Names of persons, security agents or trustees entitled to the	charge
	Please show the names of each of the persons, security agents or trustees entitled to the charge	
Name	THE BANK OF EAST ASIA, LIMITED	
Name		
Name		
Name		
	If there are more than four names, please supply any four of these names then tick the statement below	
	I confirm that there are more than four persons, security agents or trustees entitled to the charge	

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	Particulars of a charge	<i>y</i> • •
4	Brief description	
<u>· </u>		Please submit only a short
	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	description If there are a number of plots of land, aircraft and/or ships, you should simply describe some
Brief description	ASSIGNMENT OF RENTAL INCOME IN RESPECT OF 7 NEWPORT PLACE, LONDON WC2H 7JR (TITLE NUMBER LN97395)	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
5	Other charge or fixed security	
	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	
	☐ Yes ☑ No	
6	Floating charge	
	Is the instrument expressed to contain a floating charge? Please tick the appropriate box	
	Yes Continue	
	No Go to Section 7	
	Is the floating charge expressed to cover all the property and undertaking of the company?	
	Yes	
7	Negative Pledge	
	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	
	✓ Yes	
	□ No	
8	Trustee statement •	
	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	This statement may be filed after the registration of the charge (use form MR06)
9	Signature	<u> </u>
_	Please sign the form here	
Signature`	X Wuchworth Marrow W	
	This form must be signed by a person with an interest in the charge	

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* 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 MARIA ATLAS WINCKWORTH SHERWOOD LLP MINERVA HOUSE **5 MONTAGUE CLOSE** LONDON County/Region Postcode Ε **ENGLAND** 156810 LONDON BRIDGE 6 0207 593 0269

✓ 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 or email 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



CERTIFICATE OF THE REGISTRATION OF A CHARGE

Company number: 8949371

Charge code: 0894 9371 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 5th September 2014 and created by DAIMING LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 17th September 2014

Given at Companies House, Cardiff on 18th September 2014





Jeptember 2014 **DATED**

- (1) **Daiming Limited**
- (2) THE BANK OF EAST ASIA, LIMITED

DEED OF ASSIGNMENT

relating to Rental Income

I hereby certify this to be a true copy of the original

Winckworth Sherwood
Minerva House
5 Montague Close
London SE1 9BB
Tel 020 7593 5000 • Fax: 020 7593 5099

THIS DEED OF ASSIGNMENT IS made the 5th day of September 2014

BETWEEN

- (1) Daiming Limited (Registered Company Number 8949371) whose registered office is situate at Lynwood House 373/375 Station Road Harrow Middlesex HA1 2AW ("the Assignor") of the one part and
- (2) THE BANK OF EAST ASIA, LIMITED a company incorporated in Hong Kong with limited liability and registered in England in accordance with Part XXIII of the Companies Act 1985 under number FC15033 having a branch established in Great Britain at 75 Shaftesbury Avenue London W1V 8BB ("the Assignee")

WHEREAS

- (A) This Deed is supplemental to a legal charge dated the 5th day of September 2014 made between the Assignor of the one part and the Assignee in respect of the Property
- (B) The Assignor is entitled to the rental income in respect of the Property and has agreed to assign the said rental income to the Assignee

NOW THIS DEED WITNESSED as follows

1. DEFINITION AND INTERPRETATION

1.1 Interpretation

in this Deed the following expressions have the following meanings, unless the context requires otherwise:

"Collateral Rights" means all rights, powers and remedies of the Assignee provided by this Deed or by law

"Occupational Leases" means all leasehold interests and other occupational rights whatsoever (including, without limitation, all licences and agreements for leases) in existence from time to time relating to the whole or any part of the Property, the immediate reversion of which is vested in the Assignor

"Property" means 7 Newport Place London WC2H 7JR

"Rental Income" means all amounts payable to or for the benefit of the Assignor in connection with the occupation of the whole or any part of the Property whether pursuant to an Occupational Lease or otherwise including each of the following amounts

- Transport (a) Your Trent including any increase of rent or interim rent agreed by the Assignor or payable pursuant to any provisions of the Landlord and Tenant Act 1954 and all other sums payable under any Occupational Lease,
 - (b) sums payable from any deposit held as security for performance of any tenant's obligations of by any guarantor of these obligations,
 - (c) 2 80 any other monies payable in respect of occupation and/or use of the Property including any fixture for display or advertisement,

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(d) any profits, damages, compensation, settlement or expenses awarded or agreed as a result of any claim made by the Assignor in respect or the Property net of any costs, fees and expenses incurred but not reimbursed to the Assignor in connection with such claim; ĭ

- (e) any monies payable under any policy of insurance in respect of loss of rent;
- (f) any sum payable or the value of any consideration to be given by or on behalf of a tenant for the surrender or variation of any Occupational Lease; and
- (g) any interest payable on any sum referred to above.

"Secured Liabilities" means all the monies obligations and liabilities whether certain or contingent which are now or shall at any time hereafter be due or owing or payable or incurred by the Assignor to the Bank in the United Kingdom or elsewhere whether solely or jointly with any other person or persons and whether as principal or as surety whether on any banking or other account or in any respect or manner whatsoever including the amount of any acceptance or other credits or advances and or any cheques notes or bills from time to time given or assumed by the Bank for or at the request of the Assignor and shall include all covenants conditions provisions and agreements expressed or implied on the part of the Assignor to be performed observed or complied with in respect of such monies obligations and liabilities together with interest to the date of repayment commission discount fees banking charges and legal and other costs charges and expenses however incurred and such interest shall be compounded before and after such demand and as well as after and before any judgment obtained hereunder at such rate or rates as shall have been agreed upon from time to time between the Assignee and the Assignor or at the rate specified in this Deed

1.2 Construction

Any reference to the "Assignee" and the "Assignor" shall be construed so as to include its or their (and any subsequent) successors and any permitted transferees in accordance with their respective interests.

2. COVENANT TO PAY

2.1 The Assignor shall on demand of the Assignee discharge each of the Secured Liabilities and pay to the Assignee when due and payable each sum now or hereafter owing, due or incurred by the Assignor in respect of the Secured Liabilities.

2.2 The Assignor undertakes to pay

- (a) interest at the default rate of 3% (three per cent) per annum above the Bank's base rate from time to time in force on all Secured Liabilities due, as well after as before any demand made or judgment obtained, and such interest shall be computed and compounded in accordance with the usual practice of the Bank, and
- (b) commission, banking charges and legal and other costs, charges and expenses howsoever incurred by the Bank in connection with the preparation, constitution and enforcement of, or otherwise in relation to this security or such monies and liabilities as aforesaid on a full indemnity basis

3. ASSIGNMENT OF RENTAL INCOME

The Assignor with full title guarantee (but excluding Section 6(2) of the Law of Property (Miscellaneous Provisions) Act 1994) hereby assigns unto the Assignee the Rental Income including, without limitation, all present and future claims, causes or actions, payments and receipts in respect thereof TO HOLD the same unto the Assignee absolutely as a continuing security with the payment to the Assignee on demand of the Secured Liabilities

4. RIGHTS OF THE ASSIGNEE

For the avoidance of doubt the Assignor agrees that

- (a) the Assignee is not obliged
 - (i) to make any enquiry as to the nature or the efficacy of any payment received by it pursuant to the assignment contained in this Deed, or
 - (II) to make any claim or take any action in order to collect any monies or in order to enforce any rights and benefits assigned by this Deed to the Assignee or to which the Assignee may at any time be entitled under this Deed.
- (b) the Assignee may
 - (i) sue for, and exercise every power to recover, the whole or any part of the Rental Income, and
 - (ii) give an effective discharge or receipt for the Rental Income in its own name or in the name of the Assignor, as the Assignee in its absolute discretion thinks fit, and
- (c) the Assignor shall, immediately upon request of the Assignee, give to each person occupying the whole or any part of the Property pursuant to an Occupational Lease an irrevocable-notice of assignment in the form set out in the Schedule or such other form as the Assignee may in its absolute discretion require.

5. ATTORNEY

The Assignor hereby irrevocably and by way of security appoints the Assignee to be the attorney of the Assignor for the Assignor (with full power of substitution and delegation) and on the Assignor's name and on the Assignor's behalf or otherwise and as the act and deed of the Assignor to sign seal execute deliver perfect and do all deeds instruments acts and things which may be required by this Deed in order to perfect the assignment herein contained or for the full exercise of all or any of the powers hereby conferred or which may be deemed proper on or in connection with any of the purposes aforesaid and the Assignor hereby ratifies and confirms and agrees to ratify and confirm any deed instrument act or thing which such attorney may execute or do and the provisions of Section 4 of the Powers of Attorney Act 1971 shall apply hereto

6. THIRD PARTIES

A person who is not a party to this Deed shall have no rights under the Contracts (Rights of Third Parties) Act 1999 (the "Third Parties Act") (as amended supplemented or re-enacted from time to time) to enforce any terms herein contained but this shall not affect any right or remedy of a third party which exists or is available apart from pursuant to the Third Parties Act.

7. REPRESENTATIONS AND WARRANTIES

- 7.1 The Assignor represents and warrants to the Assignee that
 - (a) Ownership of the Rental Income

It is absolutely, solely and beneficially entitled to all the Rental Income as from the date it or any part of it falls to be charged under this Deed and the rights of the Assignor in respect of the Rental Income are free from any security interest or any interest in favour of any third party and there are no other restrictions on the Assignor's ability to assign all or any of its rights under this Deed

(b) No Disposal

It has not sold or agreed to sell or otherwise disposed of, or agreed to dispose of, the benefit of all or any of the Assignor's right, title and interest in and to the Rental Income.

(c) Occupational Leases

The Occupational Leases are valid, binding and enforceable in accordance with their respective provisions and the details of the Occupational Leases and the rental payments under the Occupational Leases provided to the Assignee from time to time are true and accurate

7.2 The representations and warranties set forth in this Clause are given and made on and as of the date of this Deed, shall survive the execution of this Deed and are continuing representations and warranties which are deemed to be repeated during the continuance of the security constituted by this Deed.

8. UNDERTAKINGS

- The Assignor gives each of the undertakings contained in this Clause to the Assignee.
 - (a) Duration

The undertakings in this Clause shall remain in force during the continuance of the security constituted by this Deed.

- (b) To comply with statutes and the Occupational Lease
 - (i) the Assignor shall comply with all requirements and obligations under any statute and all byelaws and regulations relating to the whole or any part of the Rental Income and the Occupational Leases, and

(II) the Assignor shall promptly comply with its obligations under the Occupational Lease

(c) To provide information

- (i) The Assignor shall furnish to the Assignee forthwith on demand by the Assignee such information and supply such documents and papers relating to the Rental Income and the Occupational Leases from time to time as the Assignee may in its absolute discretion require.
- (ii) The Assignor shall promptly notify the Assignee of any circumstances which give rise, or may reasonably be expected to give rise, to a claim on or under the Rental Income

(d) Negative Pledges

The Assignor shall not

- (i) sell, assign, transfer or otherwise dispose of the benefit of all or any of the Assignor's right, title and interest in and to the Rental Income, or
- (II) create, grant or permit to subsist any security interest over its right, title and interest in and to the Rental Income, or
- (III) do or permit to be done any act or thing which might jeopardise the rights of the Assignee in the Rental Income or which might adversely affect or reduce the Rental Income

8.2 Occupational Leases

The Assignor shall

- (a) comply with all restrictive and other covenants and obligations, however arising, to be performed by it as lessor under any Occupational Lease,
- enforce all restrictive and other covenants and obligations, however arising, owed to it as lessor under any Occupational Lease;
- (c) not waive, release or vary (or agree so to do) any rights or any provision of any Occupational Lease,
- (d) comply with any provisions contained in any Occupational Lease for the review of the rents thereby reserved but, except with the prior written consent of the Assignee, shall not settle or agree to settle any such rent review,
- (e) except with the prior written consent of the Assignee, not.
 - (i) exercise any option or power to break, terminate, renew or extend any Occupational Lease,
 - (ii) accept or agree to accept any surrender of any Occupational Lease, or

(iii) grant any consent or licence as lessor or grantor under any Occupational Lease.

8.3 To Manage

The Assignor shall manage the Property and any person occupying the whole or any part of the Property under any Occupational Lease in accordance with the principles of good estate management and in any manner that the Assignee may in its absolute discretion require.

9. CUMULATIVE AND CONTINUING SECURITY

- 9.1 This Deed is a continuing security to the Assignee regardless of any intermediate payment or discharge of the whole or any part of the Secured Liabilities and will not be prejudiced or affected by any act, omission or circumstance which, but for this Clause, might affect or diminish its effectiveness
- 9.2 The security constituted by this Deed is in addition to, is not in substitution for, is without prejudice to, and does not merge with, any rights whatsoever which the Assignee may have, whether in respect of the Secured Liabilities or otherwise, including, without limitation, any rights ansing under any other security interest, any bill, note, guarantee, contract or applicable rule of law
- 9.3 Any receipt, release or discharge of the security constituted by, or of any liability arising under, this Deed shall not release or discharge the Assignor from any liability which may exist independently of this Deed to the Assignee
- 9.4 Where the security constituted by this Deed initially takes effect as a collateral or further security to any other security interest held by the Assignee then, notwithstanding any receipt, release or discharge given in respect of such other security interest, this Deed shall take effect as an independent security for any monies, liabilities or other sums secured by such other security interest

10. FURTHER ASSURANCE

The Assignor covenants that it shall:

- (a) forthwith at any time if so required by the Assignee at its own expense execute and deliver to the Assignee such further legal or other mortgages, charges, assignments, securities, authorities and documents as the Assignee may in its discretion require to secure the payment or discharge of its obligations;
- (b) pending the execution and delivery of any assignments, hold the Rental Income upon trust for the Assignee subject to the provisions of this Deed, and
- (c) pending the execution and delivery of any such mortgages, charges or other security, hold the Rental Income subject to the provisions of this Deed

11. COST AND EXPENSES

The Assignor shall, on demand of the Assignee, reimburse the Assignee on a full indemnity basis for all costs and expenses (including legal fees and any value

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added tax) incurred by the Assignee in connection with (a) the execution of this Deed or otherwise in relation to it, (b) the perfection or enforcement of the security constituted by this Assignment or (c) the exercise of any Collateral Right, together with interest from the date the costs and expenses were incurred to the date of payment at such rates as the Assignee may determine

12. PAYMENTS FREE OF DEDUCTION

All payments to be made to the Assignee under this Deed shall be made free and clear of and without deduction for or on account of tax unless the Assignee is required to make such payment subject to the deduction or withholding of tax, in which case the sum payable by the Assignor in respect of which such deduction or withholding is required to be made shall be increased to the extent necessary to ensure that, after the making of such deduction or withholding, the person on account of whose liability to tax such deduction or withholding has been made receives and retains (free from any liability in respect of any such deduction or withholding) a net sum equal to the sum which it would have received and so retained had no such deduction or withholding been made or required to be made

13. ASSIGNMENTS AND TRANSFERS

- This Deed is freely assignable or transferable by the Assignee. The Assignee shall be entitled to disclose such information concerning the Assignor and this Deed as the Assignee considers appropriate to any actual or proposed direct or indirect successor or to any other person to whom information may be required to be disclosed by any applicable law
- 13.2 The Assignor may not assign any of its rights and may not transfer any of its obligations under this Deed or enter into any transaction which would result in any of those rights or obligations passing to another person

14. NOTICES

- Any notice or demand by the Assignee may be sent by post or telefax or delivered to the Assignor at the Property or at the Assignor's address last known to the Assignee
- A notice or demand by the Assignee by post shall be deemed served on the day after posting and a notice or demand by the Assignee by telefax shall be deemed served at the time of sending

15. MISCELLANEOUS

- The invalidity, unenforceability or illegality of any provision (or part of a provision) of this Deed under the laws of any jurisdiction shall not affect the validity, enforceability or legality of the other provisions. If any invalid, unenforceable or illegal provision would be valid, enforceable or legal if some part of it were deleted, the provision shall apply with whatever modification is necessary to give effect to the commercial intention of the parties.
- This Deed may be executed and delivered in any number of counterparts, each of which is an original and which together have the same effect as if each party had signed the same document

- No failure on the part of the Assignee to exercise, or delay on its part in exercising, any Collateral Right shall operate as a waiver, nor shall any single or partial exercise of a Collateral Right prevent any further or other exercise of that or any other Collateral Right.
- None of the Assignee, its nominee(s) or any receiver appointed pursuant to this Deed shall be liable by reason of (a) taking any action permitted by this Deed, (b) any neglect or default in connection with the Rental Income or (c) the taking possession or realisation of all or any part of the Rental Income, except in the case of gross negligence or wilful default upon its part
- 15.5 The Assignor waives any right it may have of first requiring the Assignee to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Assignor under this Deed
- Until all amounts which may become payable by the Assignor have been irrevocably paid in full, the Assignor will not, after a claim has been made or by virtue of any payment or performance by it of the Secured Liabilities, exercise any rights which it may have to be subrogated to the Assignee or otherwise share in any security or monies held, received a receivable by the Assignee and will not be entitled to any right of contribution or indemnity in respect of any payment made or monies received on account of the Secured Liabilities

16. SERVICE OF PROCESS

- 16.1 The Assignor irrevocably designates, appoints and empowers I VAN ANG I at present of I 30 Rushgrove Avenue, Collindale, London NW91 to receive for and on its behalf service of process issued out of the Courts of England and Wales in any proceedings arising out of or in connection with this Deed
- The Assignor covenants and agrees that, so long as it has any obligations under this Deed, it shall maintain a duly appointed process agent to receive service of process and any other legal summons in England for the purposes of any legal action or proceeding brought by the Assignee in respect of this Deed or any other relevant document and shall keep the Assignee advised of the identity and location of such agent

17. LAW AND JURISDICTION

This Deed and any non-contractual obligations arising from or in connection with it shall be governed in all respects by English law and the Assignor hereby submits to the jurisdiction of the English Courts

IN WITNESS whereof this Deed is duly executed the day and year first above written.

SCHEDULE 1

Form of Notice to Tenant

Part 1

Notice

[TO BE TYPED ON THE HEADED NOTEPAPER OF THE ASSIGNOR]

To [The Tenant]
[Address]
Attention. [***]

[Date]

Dear Sirs

Premises at [***] (the "Property")

We refer to an assignment (the "Assignment") dated [***] made between us and The Bank of East Asia, Limited

We hereby give you notice that by the Assignment we assigned by way of absolute assignment to The Bank of East Asia, Limited (the "Assignee") all monies payable by you by way of rent and other related payments (the "Rental Income") (but excluding monies payable in respect of insurance, insurance rents, service charges and taxes on rental income (the "Service Charges")) under [the lease] dated [***] between yourselves and ourselves

Until further notice from the Assignee please pay

- all Rental Income to account number [***] [in the name of [the Assignee]/[Managing Agents]] with [name of bank], designated as [***], or such other account as the Assignee may notify to you in writing, and
- 2. all Service Charges to account number [***] [in the name of [Managing Agents]/[us] with [name of bank], designated as [***], or such other account as we may notify to you in writing

[[Managing Agents] are the managing agents in relation to the Property]

Please acknowledge receipt of this notice by signing and delivering the attached acknowledgement to the Assignee

This notice shall be governed by and construed in accordance with English law

Yours faithfully

For and on behalf of

[the Assignor]

Warning:

From the date of receipt of this notice you cannot obtain good discharge if you make any payment of Rental Income to us. You will remain liable to the Assignee for payment of Rental Income unless it is made in accordance with the provisions of this notice.

Part 2

Acknowledgement

[TO BE TYPED ON THE HEADED NOTEPAPER OF THE TENANT]

То

[The Assignor] [Address] Attention [

[Date]

Dear Sirs

Premises at [

] (the "Property")

]

We confirm receipt from you of a notice dated [***] of an assignment of all Rental Income in relation to the Property (the "Notice"). Expressions defined in the Notice shall have the same meaning in this letter

We confirm that we have not received notice of the interest of any third party to any of the Rental Income, including, without limitation, any assignment of any of the Rental Income to any party other than the Assignee.

We have no right of set-off, counterclaim or other deduction against the Rental Income and we undertake to pay the Rental Income and the Service Charges to the accounts specified in the notice (or, as the case may be, such other account notified to us) without set-off, counterclaim or any other deduction

This letter shall be governed by and construed in accordance with English law

Yours faithfully

For and on behalf of [the Tenant] SIGNED as a DEED by Director (Signature) **Daiming Limited** (Insert full name) acting by a director and its secretary (or two directors) Director / Secretary (Signature) (Insert full name) SIGNED as a DEED by **Daiming Limited** Director (Signature) acting by a director THANG (Insert full name) in the presence of Signature of Witness Name · ____ Address _ Occupation Executed as a Deed by The Bank of East Asia, Limited and signed by two duly authorised officers on its behalf