
SUPPLEMENTAL TRUST DEED

dated

28 March 2019

by

CHINA LOTSYNERGY HOLDINGS LIMITED

(as the Issuer)

and

DB TRUSTEES (HONG KONG) LIMITED

(as the Trustee)

in relation to

the amendment of the Trust Deed (as defined herein)

constituting the

HK\$175,950,000 7.5 per cent. Convertible Bonds due 2019

(to be referred to as the

HK\$175,950,000 Step Up Convertible Bonds due 2019

from the date of execution of this Supplemental Trust Deed)

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This **SUPPLEMENTAL TRUST DEED** is made on 28 March 2019 (this “**Deed**”)

Between

1. **CHINA LOTSYNERGY HOLDINGS LIMITED**, a company incorporated in Bermuda with limited liability whose principal place of business is at Unit 3308, 33rd Floor, Office Tower, Convention Plaza, 1 Harbour Road, Wan Chai, Hong Kong (the “**Issuer**”); and
2. **DB TRUSTEES (HONG KONG) LIMITED**, whose registered office is at Level 52, International Commerce Centre, 1 Austin Road West, Kowloon, Hong Kong (the “**Trustee**”, which expression, where the context so admits, includes all persons for the time being the trustee or trustees of the Trust Deed (as defined below)).

WHEREAS

- (A) The Issuer and the Trustee had entered into a trust deed dated 7 April 2017 (the “**Trust Deed**”) constituting the HK\$175,950,000 7.5 per cent. Convertible Bonds due 2019 convertible into ordinary shares of China LotSynergy Holdings Limited (the “**Bonds**”).
- (B) By a written resolution (within the meaning of paragraph 21.2 of Schedule 3 of the Trust Deed) dated 22 March 2019 (the “**Written Resolution**”), the holders of the Bonds authorised, directed, requested and empowered the Trustee to: (i) execute a supplemental trust deed in order to amend and modify the Trust Deed and the terms and conditions of the Bonds set out in Schedule 1 of the Trust Deed (the “**Conditions**”); and (ii) execute and do all such deeds, instruments, acts and things as may be necessary, desirable or expedient, in its sole discretion, to carry out and give effect to the Written Resolution.
- (C) This is the supplemental trust deed referred to in the Written Resolution. The Issuer wishes to, and the Trustee, in accordance with the authority, direction and request contained in the Written Resolution and the authority afforded to it under the terms of the Trust Deed, agrees to, enter into this Deed to amend the Trust Deed and the Conditions.

THIS DEED WITNESSES AND IT IS DECLARED AS FOLLOWS:

1. Definitions and Interpretation

Unless otherwise defined in this Deed, terms defined or construed in the Trust Deed shall have the same meanings or construction in this Deed and the principles of interpretation specified in Clauses 1.2 to 1.8 of the Trust Deed shall, where the context so requires and admits, also apply to this Deed.

2. Confirmation and Incorporation of the Trust Deed

2.1 This Deed supplements the Trust Deed and shall be read and construed as one with the Trust Deed so that all references therein to “**this Deed**” shall be deemed to refer to the Trust Deed as amended, restated and supplemented by this Deed, provided always that in the event of any inconsistency between the Trust Deed and this Deed, the provisions of this Deed shall override such inconsistent provisions of the Trust Deed.

2.2 Save for the amendments to be effected to the Trust Deed hereunder, the Trust Deed and the Bonds shall remain in full force and effect and the Trust Deed and this Deed shall henceforth be read and construed together as one deed.

3. Amendments to the Trust Deed and the Conditions

With effect from the date hereof, the Trust Deed and the Conditions, shall be amended and modified by:

- 3.1 deleting Condition 5 (*Interest*) in its entirety and replacing it with the following new Condition 5 (*Interest*):

“5 INTEREST

- (A) The Bonds bear interest:
- (i) at the rate of 7.5 per cent. per annum from (and including) the Issue Date up to (but excluding) 7 April 2019, calculated by reference to the principal amount thereof and payable in arrear on 7 January, 7 April, 7 July and 7 October in each year (each an “**Interest Payment Date**”); and
 - (ii) at the rate of 8.5 per cent. per annum, from (and including) 7 April 2019 up to (but excluding) the Maturity Date, calculated by reference to the principal amount thereof and payable in arrear on the Maturity Date (which shall also be an Interest Payment Date).
- (B) If any Interest Payment Date falls on a day which is not a business day (as defined in this Condition 5), it shall be postponed to the next day which is a business day unless it would thereby fall into the next calendar month in which event it shall be brought forward to the immediately preceding business day.
- (C) Each Bond will cease to bear interest: (a) (subject to Condition 6(B)(iv)) where the Conversion Right attached to it shall have been exercised by a Bondholder, from and including the Interest Payment Date immediately preceding the relevant Conversion Date (as defined below), or if none, the Issue Date (subject in any case as provided in Condition 6(B)(iv)), or (b) where such Bond is redeemed or repaid pursuant to Condition 8 or Condition 10, from the due date for redemption or repayment thereof unless, upon due presentation thereof, payment of the full amount due is improperly withheld or refused or default is otherwise made in respect of any such payment. In such event, interest will continue to accrue at 2.0 per cent. per annum above the rate aforesaid (both before and after judgment) up to but excluding whichever is the earlier of: (i) the date on which all sums due in respect of such Bond are received by or on behalf of the relevant holder, and (ii) the day which is seven days after the Principal Agent or the Trustee has notified Bondholders that it has received all sums due in respect of all the Bonds up to that seventh day (except to the extent that there is a subsequent default in payment to the relevant holders under these Conditions).
- (D) Interest payable under this Condition 5 will be paid in accordance with Condition 7(A).
- (E) In these Conditions, the period beginning on (and including) the Issue Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date is called an “**Interest Period**”.
- (F) Interest in respect of any Bond shall be calculated per HK\$1,000 in principal amount of the Bonds (the “**Calculation Amount**”). The amount of interest payable per Calculation Amount for any period shall be equal to the product of the Calculation Amount, the relevant annual rate of interest and the actual number of days elapsed in the Interest Period (or such other period) divided

by 365, rounding the resulting figure to the nearest cent (half a cent being rounded upwards).

- (G) In this Condition 5, the expression “**business day**” means a day (other than a Saturday, Sunday or public holiday) upon which commercial banks are generally open for business and settlement of Hong Kong Dollar payments in Hong Kong.”

- 3.2 deleting Condition 6(A)(iii) (*Conversion - Conversion Price*) in its entirety and replacing it with the following new Condition 6(A)(iii) (*Conversion - Conversion Price*):

“Conversion Price: With effect from 29 March 2019, the price at which Shares will be issued upon conversion (the “Conversion Price”) will be HK\$0.20 per Share but will be subject to adjustment in the manner provided in Condition 6(C), Condition 6(D) and Condition 6(E).”

- 3.3 deleting the reference to “7 April 2019” in Condition 8(A) (*Redemption, Purchase and Cancellation - Maturity*) and replacing it with “7 November 2019”; and

- 3.4 replacing any and all references to “7.5 per cent. Convertible Bonds” or “7.5% Convertible Bonds” in the Trust Deed and the Conditions with “Step up Convertible Bonds”.

4. Notices

- 4.1 A memorandum of this Deed shall be endorsed on the original of the Trust Deed and the Global Certificate by the Trustee and on the duplicate thereof by the Issuer.

- 4.2 The Issuer, shall, as soon as practicable after the amendments set out in Clause 3 (*Amendments to the Trust Deed and the Conditions*) above of this Trust Deed become effective, give notice of the amendments to the Bondholders in accordance with Condition 16 (*Notices*).

5. Incorporation of Terms

The provisions of Clause 10.4 (*Indemnity*), Clause 11 (*Provisions Supplemental to the Trustee Act 1925 and the Trustee Act 2000*), Clause 17 (*Communications*) and Clause 20 (*Counterparts*) shall apply *mutatis mutandis* to this Deed.

6. Contracts (Rights of Third Parties) Act 1999

A person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Act 1999 (“**Act**”) to enforce any term of this Deed unless provided herein, except and to the extent that this Deed expressly provides for such Act to apply to any of its terms.

7. Governing Law and Jurisdiction


- 7.1 **Governing Law:** This Deed and any non-contractual obligations arising out of or in connection therewith, shall be governed by, and construed in accordance with English law.

- 7.2 **Jurisdiction:** The courts of England are to have jurisdiction to settle any disputes which may arise out of or in connection with this Deed and accordingly any legal action or proceedings arising out of or in connection with this Deed (the “**Proceedings**”) may be brought in such courts. The Issuer irrevocably submits to the jurisdiction of such courts and waives any objections to Proceedings in any such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is for the benefit of the Trustee and each of the Bondholders and shall not limit the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).


7.3 Service of Process: The Issuer irrevocably appoints Law Debenture Corporate Services Limited at Fifth Floor, 100 Wood Street, London EC2V 7EX, United Kingdom as its authorised agent for service of process in England. If for any reason such agent shall cease to be such agent for service of process, the Issuer shall forthwith appoint a new agent for service of process in England and immediately deliver to the Trustee a copy of the new agent's acceptance of that appointment. Nothing in this Deed shall affect the right to serve process in any other manner permitted by law.

IN WITNESS WHEREOF this Deed is delivered the day and year first before written.

EXECUTED AS A DEED by
CHINA LOTSYNERGY HOLDINGS LIMITED

By: 
Name: CHAN Tin Na Donna
Title: Director

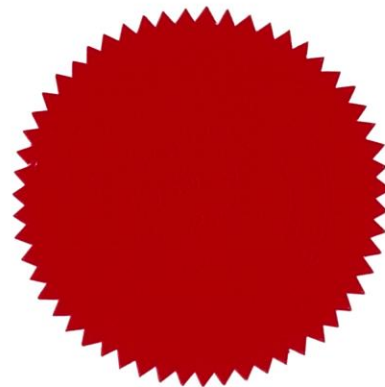
in the presence of:


Name: WONG Hin Wong
Title: Company Secretary



Executed as a deed by affixing **THE COMMON SEAL** of
DB TRUSTEES (HONG KONG) LIMITED

in the presence of:



Authorised signatory

Name: **Christina Nip**
Title: **Authorised Signatory**



Authorised signatory

Name: **Wong, Wing Ho Anthony**
Title: **Authorised Signatory**