

LOAN AGREEMENT

THIS AGREEMENT is made with effect from the 7th day of March 2018 **BETWEEN:**

1. **PACIFIC LEGEND DEVELOPMENT LIMITED**, a company duly organised and existing under the laws of Hong Kong, having Hong Kong CR No. 1051086 and having its head office and registered office at Units 1202-04, Level 12, Cyberport 2, 100 Cyberport Road, Hong Kong, Business Registration No. 36906305-000-06-17-6, represented by Mr. John Warren McLennan, holder of Canadian Passport No. GA295731, UAE resident ID No. 784-1962-8041375-6 ("**the Lender**");
2. **LINKS COMMERCIAL BROKERS LLC**, a company registered in Dubai, UAE under Commercial License No. 546230, of Office 1008 10th Floor, Conrad Dubai, Sheikh Zayed Road, PO Box 49042, Dubai, UAE, represented by Ms. Akeela Bharuchi, British National, born on 19 September 1979, holder of Emirates ID No. 784-1979-6384979-5 ("**the Borrower**"); and
3. **DEEP OCEAN SPV LIMITED**, a company incorporated under the laws of the Abu Dhabi Global Market ("**ADGM**"), with registration number 000001195, having its registered office at the offices of 02, 7, Al Sila Tower, Abu Dhabi Global Market Square, Al Maryah Island, Abu Dhabi, United Arab Emirates ("**the Company**"), represented by Mr. John Warren McLennan, holder of Canadian Passport No. GA295731, UAE resident ID No. 784-1962-8041375-6;

(both the Lender and the Borrower are hereinafter collectively referred to as "**the Parties**").

WHEREAS:

- (A) The Borrower has taken up Ten (10) Shares of US Dollars One Thousand (US\$ 1,000.00) (the "Shares") each in the capital of the Company under and in accordance with the laws of ADGM.
- (B) The Lender has advanced to the Borrower and the Borrower has agreed to borrow from the Lender on the terms and subject to the conditions set out in this Agreement the Shares amounting to US Dollars Ten Thousand (US\$ 10,000) and 51% of the Net Asset Value of the Subsidiary (the "Loan").
- (C) The Company shall acquire 51% shareholding in Indigo Living (L.L.C) in the United Arab Emirates (referred to as "**the Subsidiary**").

NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATIONS

- 1.1 Unless the context otherwise admits or requires each of the following expressions shall where used in this Agreement have the meaning set out opposite it in this sub-Clause:
 - 1.1.1 "**This/The Agreement**" This agreement together with any variations or amendments to this agreement as may from time to time be agreed in writing by the Parties.

I hereby certify that <i>this is a true copy</i> of the original Date <i>2/4/2018</i> Cynthia Trench <i>[Signature]</i> Principal Trench & Associates, Legal Consultants, Dubai, U.A.E.

- 1.1.2 **"Articles"** The Articles of Association of the Company.
- 1.1.3 **"Business Day"** means any day other than a Friday, Saturday or other day on which banking institutions located in the United Arab Emirates are authorized or required by applicable law or other governmental action to close.
- 1.1.4 **"Company"** **DEEP OCEAN SPV Limited** incorporated as special purpose company under and in accordance with the laws of ADGM.
- 1.1.5 **"The Date of this Agreement"** The date of this Agreement.
- 1.1.6 **"Loan"** the Shares and 51% of the Net Asset Value of the Subsidiary.
- 1.1.7 **"Net Asset Value of the Subsidiary"** is the amount of AED27,284,762.00 as at 31 December 2017 being the total assets minus total liabilities of the Subsidiary which amount shall vary from time to time.
- 1.1.8 **"Outstanding Indebtedness"** The Loan due from the Borrower to the Lender from time to time as from the Date of this Agreement.
- 1.1.9 **"Parties"** Together the Lender and the Borrower and the expression "Party" shall mean either of them.
- 1.1.10 **"Share Charge"** The share charge in the agreed form expressed to be made between the Lender, the Borrower and the Company on the date hereof.
- 1.1.11 **"Power of Attorney"** The power of attorney in the agreed form.
- 1.1.12 **"Proxy"** The proxy in the agreed form.
- 1.1.13 **"Register of Shareholders"** The register of Shareholders of the Company to be compiled in accordance with the ADGM Companies Regulations.
- 1.1.14 **"Shares"** Ten (10) Shares of US Dollars One Thousand (US\$ 1,000.00) each in the capital of the Company.
- 1.1.15 **"Subsidiary"** means Indigo Living (L.L.C.).
- 1.2 Unless the context otherwise requires or admits references in this Agreement to:
- 1.2.1 "month", "monthly", "year" and "yearly" and any other references to time shall be construed by reference to the Gregorian calendar;
- 1.2.2 Clauses, sub-Clauses, paragraphs, sub-paragraphs and Schedules shall unless the context otherwise admits be references to clauses sub-clauses, paragraphs and subparagraphs in and schedules to this Agreement and the Schedules form part of and are deemed to be incorporated in this Agreement;
- 1.2.3 Any enactment should be construed as a reference to every amendment or re-enactment (whether before or after the Date of this Agreement) and to any previous enactment which

such enactment has replaced (with or without amendment) and any regulation or order made under such enactment;

- 1.2.4 Documents "in the agreed form" mean in the terms or substantially in the terms agreed between the Parties and for the purpose of identification only signed by or on behalf of the Parties;
- 1.2.5 Those of the Parties who are individuals are deemed to include their respective legal heirs and successors and/or personal representatives;
- 1.2.6 The singular includes the plural and vice versa;
- 1.2.7 Persons includes individuals, firms, corporate bodies and unincorporated associations.
- 1.3 The headings in this Agreement are for convenience only and shall not affect its interpretation.
- 1.4 The recitals and the Schedules form part of and are deemed to be incorporated in this Agreement.
- 1.5 Unless the context otherwise requires or admits references in this Agreement to the masculine gender include the female gender and vice versa.

2. LOAN

- 2.1 The Lender has advanced to the Borrower the Loan as from the Date of this Agreement and the Borrower has borrowed the Loan from the Lender on the terms and subject to the conditions set out in this Agreement.
- 2.2 The Lender has advanced all the capital and working capital to the Subsidiary and the Borrower acknowledges that he has not injected any part of the Net Asset Value of the Subsidiary, 51% of which is deemed as having been lent to him by the Lender.
- 2.3 The full amount of the Loan shall be used by the Borrower solely to pay for the taking up of the legal ownership of the Shares.
- 2.4 The Loan is interest-free.

3. UNDERTAKINGS OF THE BORROWER

The Borrower hereby agrees and irrevocably undertakes to the Lender that:-

- 3.1 It will execute the Share Charge forthwith;
- 3.2 It will not mortgage, charge, pledge or otherwise encumber or assign transfer or otherwise deal with or grant or suffer to arise any third party rights over or against the Shares or any of them or purport so to do except in favour of the Lender;
- 3.3 It will forthwith deposit the Share Charge, Power of Attorney and Proxy with the Lender or at such place(s) as the Lender may from time to time direct together where appropriate with all such forms of transfer or other instructions duly executed in favour of the Lender

as the Lender may from time to time require;

- 3.4 It will procure that each and every dividend, income, assets or capital which is declared or distributed by the Company in respect of the Shares will be caused to be paid by the Company direct to the Lender (or to any person firm or company nominated in writing by the Lender) and in the event that any dividend, income, assets or capital is paid to him by the Company it will transfer the full amount of such dividend, income, assets or capital to the Lender (or otherwise as directed in writing by the Lender) forthwith upon his receipt of such dividend;
- 3.5 It will duly perform all of the obligations imposed upon it pursuant to the provisions of this Agreement in a timely and proper manner;
- 3.6 It shall at all times keep the 100% shareholding in the Company isolated from any of its other transactions including those in the ordinary course of business;
- 3.7 It will not sell transfer or otherwise dispose of the Shares or any of them or any interest (both title and beneficial interest) in the Shares and shall not without the express prior written consent of the Lender permit any person (other than the Lender or any nominee or transferee of the Lender) to be registered as holder of the Shares or any of them;
- 3.8 The Lender may, without further notice, request the transfer of Shares of the Company in the Subsidiary to a UAE national, or in the event of amendment of the UAE laws allowing ownership of more than forty-nine percent (49%) of companies incorporated in the UAE by non-UAE nationals, then to a third party irrespective of nationality, such consent not to be unreasonably withheld and upon presentation of the transfer to the Company for registration, the Borrower and the Company undertake to procure that such transfer shall forthwith be entered in the Register of Shareholders of the Subsidiary.
- 3.9 It will forthwith at the expense of and upon receipt of a request from the Lender to do so execute such further assignments, charges, authorities and other documents as the Lender may from time to time require for perfecting the Lender's title to or for vesting or enabling the Lender to vest the full benefit of the Shares in favour of the Lender which documents shall be prepared by the Lender or on its behalf and shall contain such provisions for the Lender's benefit as it may reasonably require for the purposes of effecting the assigning, the creation of a charge or transfer of ownership of the Shares without incurring any liability on the part of the Borrower.
- 3.10 It will procure and the Company will forthwith at the expense of and upon receipt of a request from the Lender to do so execute such further assignments, charges, authorities and other documents as the Lender may from time to time require for perfecting the Lender's title to or for vesting or enabling the Lender to vest full benefit of the Shares of the Subsidiary in the Lender's favour which the documents shall be prepared by the Lender or on its behalf and shall contain such provisions for the Lender's benefit as it may reasonably require for the purposes of effecting the assigning, the creation of a charge or transfer of ownership of the Shares of the Subsidiary without incurring any liability on the part of the Borrower or the Company.
- 3.11 Should the laws of ADGM and the UAE Law allow the Company's Shares in the Subsidiary to be owned by the Lender in full, then the Lender shall opt to unwind this Agreement. The Borrower undertakes that upon receipt of a written notice from the Lender, subject to

the relevant laws and regulations, it shall immediately return to the Lender any consideration which it receives in the event that the Lender acquires the Shares.

- 3.12 The Company and the Borrower hereby agree that the loans advanced by Lender to the Borrower for the sole purpose of contributing to the Shares; and the Borrower undertakes not to sell, transfer or dispose of the Shares of the Subsidiary without prior notice to and written consent of the Lender.

4. NEGATIVE UNDERTAKINGS

The Borrower shall not, without the prior written consent of the Lender:

- 4.1 **Negative Pledge.** Create or permit to subsist any Security Interest over any of the Company's assets.
- 4.2 **Dividends and Share Capital.**
- (a) Declare, pay or make any dividend, charge, fee or other distribution (or profit, commissions or interest on any unpaid dividend, charge fee or other distribution) (whether in cash or in kind) on or in respect of his Shares in the Company's capital (or any class of his Shares in the Company's capital) other than to the order of the other shareholder of the Company;
- (b) pay any management, advisory, annual services fees or any other fee to or other than to the order of the other shareholder of the Company;
- (c) redeem, repurchase, retire or repay any of its Shares or resolve to do so.

5.1 WARRANTIES

- 5.1 The Borrower hereby represents and warrants to the Lender that it will maintain sole, unencumbered and absolute title to the Shares (except as provided by this Agreement).

6. REPAYMENT

- 6.1 This Agreement shall remain valid until the Loan is fully repaid in accordance with the terms and conditions of this Agreement or otherwise as mutually terminated by the Parties in writing.
- 6.2 Repayment of the Loan Amount may only be made by transferring the entire Shares to the Lender, where the law permits, or to any third party designated in the sole and absolute discretion by the Lender.
- 6.3 The Loan shall be repaid at such time or times as shall from time to time be specifically agreed in writing by the Parties (but not otherwise or at any other time) and in default of agreement on the Lender's first written demand or upon happening of the following events of default:
- 6.3.1 The Borrower defaults to a material extent in the due observance or performance of any of the terms and conditions of this Agreement, the Share Charge or the Articles on its part

to be observed and performed and where such default is capable of remedy the Borrower fails to remedy it within ninety (90) days of being notified of the same; or

- 6.3.2 The Borrower compounds with his creditors or takes or suffers any similar action in consequence of debt or an incumbrancer takes or threatens to take possession or any distress execution or sequestration is threatened levied or enforced upon or sued out against any of his assets; or
- 6.3.3 The Lender is permitted under the laws of ADGM or the U.A.E. to hold the Company's Shares in the Subsidiary in its own name; or
- 6.3.4 Upon the bankruptcy of the Borrower.
- 6.4 In the event that repayment of the Outstanding Indebtedness is demanded or the Loan shall for any other reason become repayable, the Loan shall be repaid in accordance with Clause 11 of the Share Charge only.

7. UNDERTAKING OF THE LENDER

- 7.1 The Lender hereby agrees and irrevocably undertakes to the Borrower that subject to the Borrower complying in all respects with its obligations under this Agreement and the Share Charge, it will not at any time except in the circumstances referred to in Clause 5 complete or otherwise deal with the Power of Attorney without the prior consent of the Borrower (such consent not to be unreasonably withheld).

8. NOTICES

- 8.1 Any notice or other communication given under this Agreement shall be in writing, in the English language, and signed by or on behalf of the party giving it and shall be served by delivering it personally or by internationally recognised courier, registered post, or email to the address and for the attention of the relevant party set out below (or as otherwise notified by that party hereunder). Any such notice shall be deemed to have been received:
 - (a) if delivered personally, at the time of delivery;
 - (b) if delivered by courier, two (2) Business Days from the date it was sent;
 - (c) in the case of registered post, three (3) Business Days from the date of posting; and
 - (d) in the case of email, at the time of receipt.

provided that, if deemed receipt occurs before 9.00 a.m. on a Business Day the notice shall be deemed to have been received at 9.00 a.m. on that day, and if deemed receipt occurs after 5.00 p.m. on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 9.00 a.m. on the next Business Day.

- 8.2 The address and email address of the parties for the purposes of Clause 8.1 are:

Lender: PACIFIC LEGEND DEVELOPMENT LIMITED

Address: : Units 1202-1204, Level 12, Cyberport 2, 100 Cyberport Road, Hong Kong

For the Attention of: Mr. John Warren McLennan

Email address: jmcclennan@indigo-living.com

Borrower:

Address: P.O Box 49042, Dubai, UAE

For the Attention of: Mr. Mohamed Ameen Hasan Mohamed Mubasheri Almarzooqi and Ms. Maimoona Abdulla Ali Ahmed Alrais

Email address: info@linksgroup.com

- 8.3 If a party wishes to change its address for communication, such party shall give to the other party not less than five (5) Business Days' notice in writing of the change.

9. GENERAL

- 9.1 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC LCIA, which Rules are deemed to be incorporated by reference into this Clause. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be the DIFC. The language to be used in the arbitration shall be English.

Such arbitrators shall have the power to award remedies over the Shares or land assets of the Company, injunctive relief, the right to deal with the assets and manage the business of the Company, the right to revenue of the Company and order the winding up of the Company. Notwithstanding the above, the Lender and the Borrower shall each have the right to apply to any court of competent jurisdiction (including the courts of DIFC and the ADGM in the UAE, Hong Kong and Cayman Islands) for appropriate interim or provisional relief, as necessary to protect its rights or property, pending the formation of the arbitral tribunal to determine the merits of any dispute.

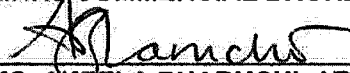
- 9.2 The Parties shall ensure that, to the extent permitted by the laws of AGDM, the liquidator, acting on this Agreement, can seize the Borrower's assets, in the event of winding-up or liquidation for the benefit of the Lender, the Lender's shareholders or creditors.
- 9.3 This Agreement shall in all respects be governed by and be construed and interpreted and take effect in accordance with the laws of AGDM.
- 9.4 If any part of this Agreement is illegal then this Agreement shall be construed and interpreted as if the illegal part of the Agreement does not appear in it or has been deleted from it and it will not prevent any other part of this Agreement from being enforced.
- 9.5 This Agreement and the Share Charge constitute the entire understanding of the Parties in relation to the Loan and supersede cancel and replace all prior agreements between

the Parties whether written, oral, express or implied and all such agreements shall be deemed to have been terminated by mutual consent with effect from the Date of this Agreement.

- 9.6 No alterations or amendments to this Agreement shall be effective unless made in writing and signed by each of the Parties or their respective representatives who are duly authorised for the purpose.
- 9.7 No failure to exercise or any delay in exercising any right or remedy provided for in this Agreement or otherwise shall operate as a waiver of any such right or remedy.
- 9.8 This Agreement may not be assigned in whole or in part by either Party.

AS WITNESS the hands of the Parties or their duly authorised representatives the day and year first above written.

FOR AND ON BEHALF OF
LINKS COMMERCIAL BROKERS LLC



MS. AKEELA BHARUCHI, ATTORNEY

In the presence of:



JEANNE ANDREWS
HEAD OF BUSINESS DEVELOPMENT
APT 202, MARINA RESIDENCES 2
PALM JUMRAH, DUBAI.

FOR AND ON BEHALF OF
PACIFIC LEGEND DEVELOPMENT LIMITED

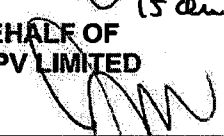


MR. JOHN WARREN MCLENNAN

In the presence of:

Matthew Karlone Chan
39/F, Gloucester Tower, The Landmark
15 Queen's Road Central, Hong Kong

FOR AND ON BEHALF OF
DEEP OCEAN SPV LIMITED



MR. JOHN WARREN MCLENNAN

In the presence of:

Matthew Karlone Chan
39/F, Gloucester Tower, The Landmark
15 Queen's Road Central, Hong Kong

PACIFIC LEGEND DEVELOPMENT LIMITED

AND

LINKS COMMERCIAL BROKERS LLC

AND

DEEP OCEAN SPV LIMITED

SHARE CHARGE

Trench & Associates
PO Box 21832, Dubai, UAE
Tel : +9714 3553146
Website : www.trenchlaw.com

I hereby certify that
this is a true copy
of the original
Date *2/4/2018*
Cynthia Trench *[Signature]*
Principal
Trench & Associates, Legal Consultants, Dubai, U.A.E.

Certified Copy
This confirms that this is a certified copy of the document
electronically filed with the Registration Authority
Date: *18 JUN 2018*
Signed by: *TINA. ALSTMA*

4C

ABU DHABI GLOBAL MARKET
سوق أبوظبي العالمي
REGISTRATION AUTHORITY
سلطة التسجيل

THIS SHARE CHARGE (the "Agreement") is made on 7 March 2018.
BETWEEN:

- (1) **PACIFIC LEGEND DEVELOPMENT LIMITED**, a company duly organised and existing under the laws of Hong Kong, having Hong Kong CR No. 1051086 and having its head office and registered office at Units 1202-04, Level 12, Cyberport 2, 100 Cyberport Road, Hong Kong, Business Registration No. 36906305-000-06-17-6, represented by Mr. John Warren McLennan, holder of Canadian Passport No. GA295731, UAE resident ID No. 784-1962-8041375-6 (the "Chargee");
- (2) **LINKS COMMERCIAL BROKERS LLC**, a company registered in Dubai, UAE under Commercial License No. 546230, represented by Ms. Akeela Bharuchi, British National, born on 19 September 1979, holder of Emirates ID No. 784-1979-8384979-5 (the "Chargor"); and
- (3) **DEEP OCEAN SPV LIMITED**, a company incorporated under the laws of the Abu Dhabi Global Market, with registration number 000001195, having its registered office at the offices of 02, 7, Al Sila Tower, Abu Dhabi Global Market Square, Al Maryah Island, Abu Dhabi, United Arab Emirates ("the Company"), represented by Mr. John Warren McLennan, holder of Canadian Passport No. GA295731, UAE resident ID No. 784-1962-8041375-6;

(together, the **Parties** and each a **Party**).

RECITALS:

- (A) The Parties entered into a Loan Agreement dated on or about the date of this Agreement (the "Loan Agreement").
- (B) The Chargor owns all of the shares in the capital of the Company.
- (C) As security for the Secured Obligations (as defined below), the Chargor has agreed to mortgage and charge in favour of the Chargee, inter alia, its legal and beneficial interest in the Shares.

IT IS AGREED AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

1.1 Words and expressions defined in the Loan Agreement shall, unless otherwise expressly provided herein or the context otherwise requires, have the same meaning where used in this Agreement, including the above recitals.

1.2 In this Agreement, except where the context otherwise requires:

"ADGM"	means the Abu Dhabi Global Market;
"AED"	means the lawful currency of the UAE;
"Business Day"	means any day other than a Friday, Saturday or other day on which banking institutions located in the United

Arab Emirates are authorized or required by applicable law or other governmental action to close.

"Charged Property"

means the Shares and all rights, benefits and advantages now or at any time in the future deriving from or incidental to any of the Shares including:

- (a) all dividends or other distributions (whether in cash, securities or other property), interest and other income paid or payable in relation to any Shares;
- (b) all shares, securities, rights, monies or other property whether certificated or uncertificated accruing, offered or issued at any time by way of redemption, conversion, exchange, substitution, preference, option, bonus issue or otherwise in respect of any Shares (including but not limited to proceeds of sale);
- (c) all certificates or other evidence of title to any of the Shares now and from time to time hereafter deposited with the Chargee; and
- (d) 51% of the Net Asset Value of the Subsidiary (as defined in the Loan Agreement).

"Event of Default"

means the occurrence of any event or circumstance set out in Clause 5 of the Loan Agreement and/or the failure by the Chargor to observe or perform any covenant or agreement contained in this Agreement;

"Subsidiary"

means Indigo Living (L.L.C.) in the United Arab Emirates.

"Secured Obligations"

means any and all moneys, liabilities and obligations from time to time owing to the Chargee by the Chargor and/or the Company pursuant to any of the Transaction Documents;

"Security Period"

means the period commencing on the date of execution of this Agreement and terminating upon discharge of the security created by this Agreement by payment in full of the Secured Obligations;

"Shares"

means 10 shares with a par value of US\$1,000.00 each in the Company and all other issued shares of any class in the Company owned by the Chargor from time to time and any other shares, stock, securities or rights attributable to or derived from such shares after the date hereof;

"Transaction Documents" means this Agreement and the Loan Agreement together with any documents as defined therein; and

"UAE" means the United Arab Emirates.

- 1.3 The provisions of Clause 1 of the Loan Agreement shall apply to this Agreement as if they were set out in full in this Agreement except that references to the Loan Agreement are to be construed as references to this Agreement and references to the Lender are to be construed as references to the Chargee.

2. REPRESENTATIONS AND WARRANTIES

- 2.1 The Chargor represents and warrants to the Chargee in terms of the statements set out in this Clause 2.
- 2.2 The entry into and performance by the Chargor of this Agreement are within the powers of the Chargor and have been duly authorized by all necessary actions and approvals.
- 2.3 The entry into and performance by the Chargor of this Agreement does not and will not:
- a. contravene in any respect any law, regulation or contractual restriction which does, or may, bind the Chargor or any of his assets; or
 - b. result in the creation or imposition of any security on any of his assets in favour of any party other than the Chargee.
- 2.4 At the time of the execution of this Agreement, no third party will have any security on any asset to which this Agreement relates.
- 2.5 All licenses, authorizations, approvals and consents necessary for the entry into, performance, validity, enforceability or admissibility in evidence of this Agreement have been obtained and are in full force and effect, true copies have been delivered to the Chargee and there has been no breach of any condition or restriction imposed in this respect.
- 2.6 When duly executed and delivered, and where applicable registered, this Agreement will:
- a. constitute the legal, valid and binding obligations of the Chargor; and
 - b. will create a perfected security interest with the required priority in the assets and revenues intended to be covered thereby, enforceable against the Chargor in accordance with its terms, except insofar as enforcement may be limited by any applicable laws relating to bankruptcy, insolvency, administration and similar laws affecting creditors' rights generally.
- 2.7 The Chargor is not:
- a. in breach of any law, governmental directive, guideline or policy statement, whether having the force of law or not; or

- b. in default under any agreement to which he is party or by which he may be bound.
- 2.8 No litigation, arbitration, tax claim or administrative proceeding is current or pending or (to his knowledge) threatened, which, if adversely determined, would have a materially detrimental effect on the financial condition of the Chargor.
- 2.9 All payments to be made by the Chargor under this Agreement may be made free and clear of and without deduction or withholding for or on account of any taxes, and this Agreement is not liable to any registration charge or any stamp, documentary or similar taxes imposed by any authority, including without limitation, in connection with the admissibility in evidence of any thereof.
- 2.10 The Chargor's obligations under this Agreement will rank at least *pari passu* with all of his other unsecured and unsubordinated obligations and liabilities from time to time outstanding, other than as preferred by statute.
- 2.11 The Chargor has received a copy of the Loan Agreement and is familiar with and approves its terms and conditions.
- 2.12 The Company is a company duly incorporated with limited liability, validly existing and in good standing under the laws of the ADGM.
- 2.13 The Chargor is the registered and legal owner of the Shares and has full right and title to the same and the same are free from any charge, lien or encumbrance of any kind save as created pursuant to the Transaction Documents.
- 2.14 Except as provided for in the Transaction Documents, the Shares are not subject to any security or option to purchase or agreement whatsoever and are not liable to any future call, assessment or demand of any sort.
- 2.15 Except as provided for in the Transaction Documents, neither the Chargor nor the Company has granted any right or option whatsoever to call for the issue of any further shares or stock in the Company or of any loan capital or debenture by the Company.
- 2.16 There are no provisions, express or implied, contained in the memorandum and articles of association of the Company whereby the charge of Shares contained in this Agreement is in any way prohibited or restricted.
- 2.17 The Chargor agrees that the representations and warranties set out in this Clause 2 shall survive the execution of this Agreement and shall be deemed to be repeated on the date(s) of funding under the Loan Agreement by reference to the circumstances subsisting at that time.

3. PAYMENT COVENANTS

The Chargor hereby covenants with the Chargee as primary obligor and not merely as surety to pay and discharge the Secured Obligations in the manner provided in the relevant Transaction Documents and to pay all amounts as are stated in this Agreement and the Transaction Documents to be payable by the Chargor or the Company to or be recoverable from the Chargor or the Company by the Chargee (or in respect of which the

Chargor agrees in this Agreement to indemnify the Chargee) at the times and in the manner specified in this Agreement.

4. CHARGING CLAUSE

4.1 As a continuing security for the payment of the Secured Obligations, the Chargor, as legal owner and with full title guarantee, hereby:

- a. mortgages to the Chargee by way of a first equitable mortgage the Shares;
- b. charges to the Chargee, by way of a first fixed charge, all of its right, title and interest in and to the Charged Property including all benefits, present and future, actual and contingent accruing in respect of the Charged Property (to the extent not effectively mortgaged under Clause 4.1(a)); and
- c. assigns, and agrees to assign, absolutely by way of security to the Chargee all its rights, present and future, relating to any of the Charged Property (to the extent not effectively mortgaged under Clause 4.1(a)).

4.2 The Chargor hereby agrees to deliver, or cause to be delivered, to the Chargee on the date hereof:

- a. the corporate documents, resolutions and authorities of the Chargor required to authorise the execution of this Agreement;
- b. an executed but undated share transfer certificate in respect of the Shares in favour of the Chargee or its nominees (as the Chargee shall direct) in the form set out in Schedule 1 to this Agreement and any other documents which from time to time may be requested by the Chargee in order to enable the Chargee or its nominees to be registered as the owner or otherwise obtain legal title to the Shares;
- c. all share certificates (if any) representing the Shares and a certified copy of the Register of Members of the Company showing the Chargor as registered owner of the Shares;
- d. immediately deposit with the Chargee completed ADGM Financial Statements, or the then current equivalent ADGM form(s), in respect of the security created by this Agreement for delivery to the ADGM Registrar of Companies; and
- e. an executed irrevocable proxy and an executed irrevocable power of attorney in the form set out in Schedule 2 to this Agreement.

4.3 The Chargor will deliver, or cause to be delivered, to the Chargee immediately upon (without prejudice to Clause 6) the issue of any further Shares, the items listed in Clauses 4.2(b), 4.2(c) and 4.2(d), in respect of all such further Shares.

The Chargor will deliver or cause to be delivered to the Chargee immediately upon (without prejudice to Clause 6.7) the appointment of any further director or officer of the Company, the items listed in Clause 4.2(f) (with respect to each newly appointed director or officer).

- 4.4 The Chargor shall, immediately after execution of this Agreement procure that the following notation be entered on the Register of Members of the Company:

"All the shares issued as fully paid up and registered in the name of [Chargor] are mortgaged and charged in favour of [Chargee] pursuant to a share charge dated [], as amended from time to time."

- 4.5 The Chargor shall, immediately after execution of this Agreement, provide the Chargee with a certified true copy of the Register of Members of the Company with the annotation referred to in Clause 4.4.

5. CONTINUING SECURITY

- 5.1 The security created by this Agreement:

- a. shall be held by the Chargee as a continuing security for the payment of the amounts due or owing to the Chargee under or pursuant to the Transaction Documents;
- b. shall not be satisfied by any intermediate payment or satisfaction of any part of the amounts due or owing to the Chargee under or pursuant to the Transaction Documents and shall be in addition to, and shall not be prejudiced or affected by, any other security which may have been, or may at any time hereafter be, given to the Chargee by the Chargor or any other person; and
- c. shall extend to and cover all moneys which the Chargor may be called to pay by virtue of the Transaction Documents or any of them.

- 5.2 The Chargee shall be entitled to consolidate this Agreement with any other security held by the Chargee for any other indebtedness or obligation of the Chargor.

- 5.3 Neither the rights of the Chargee nor the obligations of the Chargor under this Agreement shall be discharged, impaired or otherwise affected by reason of any act, omission, matter or thing which, but for this provision, might operate to exonerate the Chargor from liability, whether in whole or in part, under this Agreement including (but without limitation), and whether or not known to the Chargor, the Chargee or any other person:

- a. any time or indulgence granted to, or composition with, the Company or any other person;
- b. any termination, renewal, extension or variation of any credit, accommodation or facility granted by the Chargee to the Company or any other person or any amendment of, or the making of any supplement to, the Loan Agreement or any other document or security;
- c. the taking, variation, compromise, renewal, enforcement, realization or release of, or refusal or neglect to take, perfect, release or enforce, any rights, remedies or securities against, or granted by, the Company or any other person;

- d. any incapacity, disability, or defect in powers of the Company or any other person, or any irregular exercise thereof by, or lack of authority of, any person purporting to act on behalf of the Company or such other person;
- e. any illegality, invalidity, avoidance or unenforceability on any grounds whatsoever of, or of any obligations of the Company or any other person under, the Loan Agreement or any other document or security; or
- f. the death, liquidation, administration, insolvency, amalgamation, reorganization or dissolution, or any change in the constitution, name or style, of the Company, the Chargee or any other person.

6. COVENANTS OF THE CHARGOR

6.1 The Chargor shall comply with the undertakings contained in this Clause 6 which shall remain in force until the irrevocable discharge in full of the obligations secured by this Agreement by notice of the Chargee to the Chargor.

6.2 The Chargor shall:

- a. warrant and defend the title and interest of the Chargee in and to the Shares against the claims and demands of all persons whatsoever and not to do or cause or permit anything to be done which may adversely affect the security created by this Agreement or which is a variation or abrogation of the rights attaching to or conferred by all or any of the Shares;
- b. not exercise the voting rights relating to the Shares in any way inconsistent with the terms of, or the security constituted by, this Agreement or any other of the Transaction Documents;
- c. procure that all information relating to the financial standing, management, business or affairs of the Company from time to time required by the Chargee shall be furnished to the Chargee forthwith on request; and
- d. not permit the Company to do anything which under the terms of the Loan Agreement or this Agreement requires the prior written consent of the Chargee unless such consent has been duly obtained by the Company.

6.3 The Chargor shall:

- a. perform and observe, and procure the performance and observance by the Company of, the several covenants and obligations imposed upon him and the Company under the Transaction Documents;
- b. inform the Chargee promptly of any litigation, arbitration, tax claim or administrative proceeding instituted or (to his knowledge) threatened and of any other occurrence of which he becomes aware which might materially adversely affect:
 - i. its ability to perform his obligations under this Agreement; or
 - ii. the security constituted by this Agreement;

- c. ensure that its obligations under this Agreement rank at least pari passu with all its other present, future and/or contingent unsecured and unsubordinated obligations; and
 - d. promptly after the happening of any event or circumstance set out in Clause 5 of the Loan Agreement notify the Chargee of such event and of the steps (if any) which are being taken to remedy it.
- 6.4 Until the irrevocable discharge in full of the obligations secured by this Agreement by notice of the Chargee to the Chargor, the Chargor shall not be entitled, nor shall claim, by virtue of any payment made by the Chargor under this Agreement or for any other reason:
- (a) to exercise any right of subrogation or indemnity or any other right or remedy in relation to any rights, security or moneys held by or recovered or receivable by the Company;
 - (b) to exercise any right of set-off or counterclaim against the Company;
 - (c) to exercise any right of contribution from the Company;
 - (d) to receive, claim or have the benefit of any payment, distribution or security from the Company; or
 - (e) unless so directed by the Chargee (in which case the Chargor shall prove in accordance with the Chargee's directions) to rank as a creditor or have any right of proof in the bankruptcy, liquidation or insolvency of the Company in competition with the Chargee.
- 6.5 The Chargor shall not, without the prior written consent of the Chargee, sell, transfer, assign or otherwise dispose of any of the Shares (save as expressly set out in the Transaction Documents) or create or permit to exist any security over any of the Shares.
- 6.6 The Chargor will procure that there shall be no increase or reduction in the authorised or issued share capital of the Company, no change in the registered office or corporate service provider of the Company, no change to the register of members or directors of the Company, in each case, without the prior written consent of the Chargee.
- 6.7 The Chargor shall not exercise any voting rights in its capacity as a shareholder of the Company to (a) amend or restate the memorandum and articles of association of the Company; or (b) appoint, remove or replace any director or officer of the Company, without the Chargee's prior written consent.
- 6.8 The Chargor hereby represents and warrants that it has not taken, and undertakes that he will not take, without the prior written consent of the Chargee, any security from the Company in respect of any liability of the Chargor under this Agreement.
- 6.9 If the Chargor is required by the Chargee to prove in the bankruptcy, liquidation or insolvency of the Company, or receives any payment, distribution or security from the Company, or exercises any right of set off or counterclaim, or otherwise acts in breach of any provision of this Clause 6, the Chargor shall hold on trust for the Chargee and forthwith

pay or transfer (as may be appropriate) to the Chargee any such payment, distribution or benefit of such security received by him.

- 6.10 Should the laws of ADGM allow the Company's Shares to be owned by the Chargee in full, then the Chargee shall opt to unwind the Transaction Documents. The Chargor undertakes that upon receipt of a written notice from the Chargee, subject to the relevant laws and regulations, he shall immediately return to the Chargee any consideration which he receives in the event that the Chargee acquires the Company's Shares.

7. COVENANTS OF THE COMPANY

7.1 The Company shall not (and the Chargor shall procure that the Company shall not):

- (a) create or permit to subsist any security interest upon the whole or any part of its assets, except as permitted by the Transaction Documents;
- (b) register any transfer of the Shares to any person (except to the Chargee or its nominees pursuant to the provisions of this Agreement);
- (c) issue any replacement share certificates in respect of any of the Shares;
- (d) continue its existence under the laws of any jurisdiction other than the ADGM;
- (e) do anything which might prejudice its status as a ADGM Special Purpose Vehicle;
- (f) issue, allot or grant warrants or options with respect to any additional shares;
- (g) exercise any rights of forfeiture over any of the Shares;
- (h) purchase, redeem, otherwise acquire, cancel, sub-divide, amalgamate, reclassify or otherwise restructure any of the Charged Property; and
- (i) amend the Company's memorandum or articles of association during the Security Period without the prior written consent of the Chargee.

7.2 The Company irrevocably waives in favour of the Chargee:

- (a) any first and paramount lien;
- (b) any right of forfeiture; and
- (c) which it may have over the Shares.

7.3 The Company irrevocably and unconditionally undertakes to register (and hereby permits the Company's corporate service provider) to register in the Company's Register of Members any and all share transfers to the Chargee or its nominee in respect of the Shares submitted to the Company by the Chargee or its nominee. The Company shall (and the Chargor shall procure that the Company shall) irrevocably consent to any transfer of the Shares by the Chargee or its nominee to any other person pursuant to the exercise of the Chargee's rights under this Agreement.

8. WAIVER BY CHARGOR

The Chargor hereby waives any rights which the Chargor may have to require the Chargee first to enforce any of the other Transaction Documents or claim payment from the Company, before enforcing any rights of the Chargee under this Agreement.

9. PROVISIO TO THE RELEASE OF THIS AGREEMENT

9.1 If any payment, transfer or assurance (whether made by the Company or any other person) based upon which this Agreement may have been released, shall be:

(a) avoided, invalidated or otherwise affected under any enactment relating to bankruptcy, winding-up or insolvency; or

(b) the subject of an order under the Insolvency Law of 2015 of ADGM,

this Agreement shall continue to apply as if such release had never been given and any such release shall be conditional upon the non-occurrence of any of the said events.

10. ENFORCEMENT

10.1 Upon the occurrence of an Event of Default the security constituted by this Agreement shall become immediately enforceable and the power of sale shall be immediately exercisable upon, and at any time after, such event or circumstance, and without prejudice to the generality of the foregoing:

(a) the Chargee may at any time without further notice complete the documents delivered to it pursuant to Clause 4 or any of them and the Chargor will do and execute all such acts and instruments as the Chargee shall at its discretion require in order to enable the Chargee to perfect such transfer;

(b) the Chargee may at any time without further notice sell the Shares or any of them free of any right or equity of redemption of the Chargor, the said sale being on such terms as to payment, price or otherwise as the Chargee may in its entire discretion determine, and whether by stockbroker on any securities exchange, by public auction, by private treaty or otherwise howsoever, and the Chargee shall be at liberty to participate in any such sale as a bona fide buyer; and

(c) the Chargee may receive and retain all interest, dividends, bonuses and other moneys arising from or attaching to the Shares or any part thereof, to be held by the Chargee, until applied in the manner provided in Clause 11 below, as additional security under and subject to the terms of this Agreement.

10.2 The Chargee shall not be obliged to make any enquiry as to the nature or sufficiency of any payment received by it under this Agreement or to make any claim, take any action or enforce any rights and benefits to which the Chargee may at any time be entitled hereunder.

10.3 Neither the Chargee nor its servants or agents shall be liable:

- (a) by reason of taking possession of the Shares or any of them to account to the Chargor as mortgagee in-possession or for anything except actual receipts or be liable for any loss upon realization or for any act or omission for which a mortgagee-in-possession might be liable; or
- (b) for any loss, damage, liability or expense whatsoever suffered or incurred by the Chargor arising out of or in connection with the exercise or purported exercise by or on behalf of the Chargee of any rights, powers or discretions under this Agreement.

11. NO FURTHER CLAIMS

- 11.1 The Chargor agrees that, upon any sale or transfer of any of the Shares by the Chargee under this Agreement, a statement signed by any director or other officer of the Chargee to the effect that an Event of Default has occurred whereby a power of sale has become exercisable shall be conclusive evidence of the fact in favour of any purchaser or other transferee of the Shares, and the Chargor shall indemnify the Chargee against any claim which may be made against the Chargee by any purchaser or other person by reason of any defect in the title of the Chargor to any of the Shares.
- 11.2 Notwithstanding anything contained in any of the Transaction Documents the Chargee shall not make any claim against the Chargor other than in relation to the Shares provided that neither the Shares nor the Chargee's security over the Shares has been adversely affected as a result of wilful misconduct or fraud on the part of the Chargor.

12. INDEMNITIES AND EXPENSES

- 12.1 The Chargor shall pay to the Chargee on demand, and indemnify and keep the Chargee indemnified against, all costs, charges, expenses, claims, liabilities, losses, duties and fees (including, but not limited to, legal fees and expenses on a full indemnity basis) suffered or incurred by the Chargee in the enforcement or the attempted enforcement of any of the rights and powers of the Chargee under this Agreement or of the security constituted by this Agreement.

12. POWER OF ATTORNEY

- 12.1 The Chargor, by way of security and in order more fully to secure the performance of its obligations hereunder, hereby irrevocably appoints the Chargee (with full power of substitution and delegation) to be its attorney-in-fact:
 - a. to execute and complete in favour of the Chargee or its nominees or of any purchaser any documents which the Chargee may from time to time require for perfecting the Chargee's title to, for vesting any of the assets and property hereby mortgaged or charged in the Chargee or its nominees or in any purchaser or for any of the purposes contemplated in Clause 10 hereof;
 - b. to give effectual discharges for payments, to take and institute on non-payment (if the Chargee in its sole discretion so decides) all steps and proceedings in the name

of the Chargor or of the Chargee for the recovery of such moneys, property and assets hereby mortgaged or charged;

- c. to agree accounts and make allowances and give time or other indulgence to any surety or other person liable;
- d. so as to enable the Chargee to carry out in the name of the Chargor any obligation imposed on the Chargor by this Agreement (including the execution and delivery of any deeds, charges, assignments or other security and any transfers of the Charged Property and the exercise of all the Chargor's rights and discretions in relation to the Charged Property);
- e. so as to enable the Chargee to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Agreement or by law (including the exercise of any right of a legal and beneficial owner of the Charged Property); and
- f. generally for it and in its name and on its behalf and as its act and deed or otherwise execute, seal and deliver and otherwise perfect and do any such legal assignments and other assurances, charges, authorities and documents over the moneys, property and assets hereby charged, and all such deeds, instruments, acts and things which may be required for the full exercise of all or any of the powers conferred or which may be deemed proper on or in connection with any of the purposes aforesaid.

12.2 Notwithstanding any other provision of Clause 12.1, such power shall not be exercisable by or on behalf of the Chargee as the case may be until:

- a. an Event of Default has occurred; or
- b. the Chargor has failed to comply with Clause 15.

12.3 The power hereby conferred shall be a general power of attorney and the Chargor hereby ratifies and confirms and agrees to ratify and confirm any instrument, act or thing which any attorney appointed pursuant hereto may execute or do. In relation to the power referred to herein, the exercise by the Chargee of such power shall be conclusive evidence of its right to exercise the same.

13. ASSIGNMENTS AND TRANSFERS

13.1 This Agreement shall be binding upon the Chargor and his respective successors and permitted assigns and shall inure to the benefit of the Chargee and his successors and assigns.

13.2 The Chargor may not assign or transfer all or any of his rights, benefits or obligations under this Agreement without the Chargee's prior written consent.

14. MISCELLANEOUS

14.1 Time is of the essence as regards every obligation of the Chargor under this Agreement, but no delay or omission by the Chargee to exercise any right, power or remedy vested in

it under this Agreement or by law shall impair such right, power or remedy, or be construed as a waiver of, or as an acquiescence in, any default by the Chargor.

- 14.2 If the Chargee on any occasion agrees to waive any such right, power or remedy, such waiver shall not in any way preclude or impair any further exercise thereof or the exercise of any other right, power or remedy.
- 14.3 Any waiver by the Chargee of any provision of this Agreement, and any consent or approval given by the Chargee, shall only be effective if given in writing and then only strictly for the purpose and upon the terms for which it is given.
- 14.4 This Agreement may not be amended or varied orally but only by an instrument signed by each of the parties hereto.
- 14.5 The rights, powers and remedies of the Chargee contained in this Agreement are cumulative and not exclusive of each other nor of any other rights, powers or remedies conferred by law, and may be exercised from time to time as often as the Chargee may think fit.
- 14.6 If at any time one or more of the provisions of this Agreement is or becomes invalid, illegal or unenforceable in any respect under any law by which it may be governed or affected, the validity, legality and enforceability of the remaining provisions shall not be in any way affected or impaired as a result.
- 14.7 This Agreement may be executed in any number of counterparts and all such counterparts taken together shall be deemed to constitute but one and the same instrument.

15. FURTHER ASSURANCES

- 15.1 The Chargor shall, upon demand and at the Chargee's expense, sign, execute, perfect, do and register all such further assurances, documents, acts and things as the Chargee may require for:
 - a. perfecting or protecting the security constituted by this Agreement;
 - b. the exercise by the Chargee of any right, power or remedy vested in it under this Agreement; or
 - c. enforcing the security constituted by this Agreement after the same shall have become enforceable.

16. NOTICES

- 16.1 Any notice or other communication given under this Agreement shall be in writing, in the English language, and signed by or on behalf of the party giving it and shall be served by delivering it personally or by internationally recognised courier, registered post, or email to the address and for the attention of the relevant party set out below (or as otherwise notified by that party hereunder). Any such notice shall be deemed to have been received:
 - a. if delivered personally, at the time of delivery;

- b. if delivered by courier, two (2) Business Days from the date it was sent;
- c. in the case of registered post, three (3) Business Days from the date of posting; and
- d. in the case of email, at the time of receipt, provided that, if deemed receipt occurs before 9.00 a.m. on a Business Day the notice shall be deemed to have been received at 9.00 a.m. on that day, and if deemed receipt occurs after 5.00 p.m. on a Business Day, or on a day which is not a Business Day, the notice shall be deemed to have been received at 9.00 a.m. on the next Business Day.

16.2 The address and email address of the parties for the purposes of Clause 16.1 are:

Chargee: PACIFIC LEGEND DEVELOPMENT LIMITED

Address: Units 1202-04, Level 12, Cyberport 2, 100 Cyberport Road, Hong Kong
For the attention of: **MR. JOHN WARREN MCLENNAN**
Email Address: jmclennan@indigo-living.com

Chargor: LINKS COMMERCIAL BROKERS LLC

Address: Office 1001, 10th Floor, Conrad Dubai, P.O Box 49042, Dubai, UAE.
For the attention of: **MR. MOHAMED AMEEN HASAN MOHAMED MUBASHERI
ALMARZOOQI AND MS. MAIMOONA ABDULLA ALI AHMED ALRAIS**
Email Address: info@linksgroup.com

Company: DEEP OCEAN SPV LIMITED

Address: : 02, 7, Al Sila Tower, Abu Dhabi Global Market Square, Al Maryah Island, Abu Dhabi, UAE
For the attention of: **MR. JOHN WARREN MCLENNAN**
Email Address: jmclennan@indigo-living.com

16.3 If a Party wishes to change its address for communication, such Party shall give to the other Parties not less than five (5) Business Days' notice in writing of the change.

17. CONCLUSIVENESS OF CHARGEЕ CERTIFICATES

A certificate or determination by the Chargee as to the amounts payable to the Chargee by the Company under the Transaction Documents, or without limitation as to any other matter provided for in this Agreement, shall (save in case of manifest error) for all purposes be conclusive and binding upon the Chargor.

18. DISCHARGE OF SECURITY

18.1 Subject to Clause 18.2, upon discharge and satisfaction in full of the Secured Obligations, the Chargee shall (at the request and cost of the Chargor) execute such documents and do all such reasonable acts as may be necessary to release the Charged Property from the security constituted by this Agreement.

18.2 If the Chargee considers in good faith that any amount received in payment or purported payment of the Secured Obligations is capable of being avoided or reduced by virtue of any insolvency or other similar laws:

- a. the liability of the Chargor under this Agreement and the security constituted by this Agreement shall continue and such amount shall not be considered to have been irrevocably paid; and
- b. the Chargee may keep any security held by it in respect of the Chargor's liability under the Transaction Documents in order to protect the Chargee against any possible claim under insolvency or similar law. If a claim is made against the Chargee prior to the discharge of any such security, the Chargee may keep the security until that claim has finally been dealt with.

19. GOVERNING LAW AND ARBITRATION

19.1 This Agreement shall be governed by and construed in accordance with the laws of the ADGM.

19.2 Any dispute arising out of or in connection with this Agreement, including any question regarding its existence, validity or termination, shall be referred to and finally resolved by arbitration under the Arbitration Rules of the DIFC-LCIA Arbitration Centre, which Rules are deemed to be incorporated by reference into this Clause. The number of arbitrators shall be three. The seat, or legal place, of arbitration shall be the DIFC, Dubai, the United Arab Emirates. The language to be used in the arbitration shall be English.

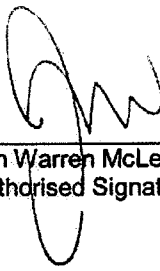
Such arbitrators shall have the power to award remedies over the shares or land assets of the Company, injunctive relief, the right to deal with the assets and manage the business of the Company, the right to revenue of the Company and order the winding up of the Company. Notwithstanding the above, the Chargee and the Chargor shall each have the right to apply to any court of competent jurisdiction (including the courts of the DIFC and the ADGM in the UAE, Hong Kong and Cayman Islands) for appropriate interim or provisional relief, as necessary to protect its rights or property, pending the formation of the arbitral tribunal to determine the merits of any dispute.

20.3 The Parties shall ensure that, to the extent permitted by the laws of ADGM, the liquidator, acting on this Agreement, can seize the Company's assets in the event of winding-up or liquidation for the benefit of the Chargee, the Chargee's shareholders or creditors.

IN WITNESS WHEREOF the Parties hereto have duly executed this Agreement as a deed the day and year first before written.

EXECUTION PAGE

**EXECUTED AS A DEED by: PACIFIC)
LEGEND DEVELOPMENT LIMITED)**



Mr. John Warren McLennan
Duly Authorised Signatory.

in the presence of: 


Signature of Witness
Name: Matthew Yuenlong Chan
3/F, Gloucester Tower
Address: The Landmark
15 Queen's Road Central
Hong Kong

**EXECUTED AS A DEED by LINKS)
COMMERCIAL BROKERS LLC)**



Ms. Akeela Bharuchi, Duly Authorised
Signatory

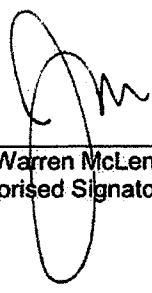
in the presence of:)



Signature of Witness

Name: Ashley Blakey
Address: 1008 Connaught DUBAI,
SHEIKH ZAYED ROAD, DUBAI,

**EXECUTED AS A DEED for and on U.A.E.)
behalf of DEEP OCEAN SPV LIMITED)
by:)**



Mr. John Warren McLennan
Duly Authorised Signatory

in the presence of: 

Signature of Witness
Name: Matthew Yuenlong Chan
3/F, Gloucester Tower
Address: The Landmark
15 Queen's Road Central
Hong Kong

**SCHEDULE 1
SHARE TRANSFER INSTRUMENT
DEEP OCEAN SPV LIMITED
(the "Company")**

**A Special Purpose Vehicle
incorporated in the Abu Dhabi Global Market
with company number : 000001195**

SHARE TRANSFER

Dated _____

We, **LINKS COMMERCIAL BROKERS LLC** (the "Transferor"), for good and valuable consideration received from _____ (the "Transferee"), do hereby:

1. transfer to the Transferee 1,000 fully paid shares in the Company of a par value of US\$10.00 each (the "Shares") standing in the Transferor's name in the register of members of the Company to hold unto the Transferee, its executors, administrators and assigns, subject to the several conditions on which we held the same at the time of execution of this Share Transfer; and
2. consent that our name remains on the register of the Company until such time as the Company enters the Transferee's name in the register of members of the Company.

And I, the Transferee, do hereby agree to take the Shares subject to the same conditions. This Share Transfer may be executed in counterparts each of which when executed and delivered shall constitute an original but all such counterparts together shall constitute one and the same instrument.

SIGNED by TRANSFEROR:

LINKS COMMERCIAL BROKERS LLC, represented by Ms. Akeela Bharuchi, Attorney

SIGNED by TRANSFEE:

**SCHEDULE 2
IRREVOCABLE PROXY**

THIS PROXY is made on _____ 2018

BY LINKS COMMERCIAL BROKERS LLC, a company registered in Dubai, UAE under Commercial License No. 546230, represented by Ms. Akeela Bharuchi, British National, born on 19 September 1979, holder of Emirates ID No. 784-1979-6384979-5 (the "Grantor").

BACKGROUND:

- (A) The Grantor is the sole shareholder of **DEEP OCEAN SPV LIMITED** (the "Company"), a Special Purpose Vehicle incorporated in the Abu Dhabi Global Market ("ADGM") with registration number : 000001195 whose registered office is at the offices of 02, 7, Al Sila Tower, Abu Dhabi Global Market Square, Al Maryah Island, Abu Dhabi, United Arab Emirates.
- (B) The Grantor has been issued all the shares in the Company ("the Shares").
- (C) The Grantor grants this Proxy to the Attorney in respect of such Shares.

1. APPOINTMENT

The Grantor hereby irrevocably appoints **MR. JOHN WARREN MCLENNAN** (the "Attorney") to be its proxy to attend and vote at any meetings of the shareholders of the Company in respect of any existing or further shares in the Company which may have been or may from time to time be issued and/or registered in the name of the Grantor.

2. UNDERTAKING

The Grantor undertakes to ratify whatever the Attorney may do in the name, or on behalf of, the Grantor in exercising the powers contained in this Proxy and to indemnify the Attorney against any loss or liability incurred by it in connection with anything lawfully done by it in the exercise or the purported exercise of the powers contained in this document, save for any loss which would not have arisen but for the wilful default or fraud of the Attorney.

The Grantor undertakes to ensure this Proxy will not give rise to any potential conflicts of interest.

3. GOVERNING LAW

This Proxy is governed by, and shall be construed in accordance with, the laws of the ADGM.

This Proxy has been executed on the date stated at the beginning of this Proxy.

Should there be any dispute arising out of or in connection with this Proxy, including any question regarding its existence, validity or termination, it shall be referred to and finally resolved by arbitration, and such arbitrator or arbitrators shall have the power to award remedies over the shares or land assets of the Company, injunctive relief, the right to deal with the assets and manage the business of or Indigo Dubai, the right to revenue of the Company and order the winding up of the Company. Notwithstanding the above, the Grantor and the Attorney shall each have the right to apply to any court of competent jurisdiction (including the courts of DIFC and ADGM in the UAE, Hong Kong and Cayman Islands) for appropriate interim or provisional relief, as necessary to protect its/his rights

or property, pending the formation of the arbitral tribunal to determine the merits of any dispute.

EXECUTED by

LINKS COMMERCIAL BROKERS LLC, represented by Ms. Akeela Bharuchi, Attorney

Special Power of Attorney

BY THIS POWER OF ATTORNEY given this ___ day of _____ 2018, **LINKS COMMERCIAL BROKERS LLC**, a company registered in Dubai, UAE under Commercial License No. 546230 (hereinafter called the "Grantor"), represented by **AKEELA BHARUCHI**, British National, born on 19 September 1979, holder of Emirates ID No. 784-1979-6384979-5 hereby appoints **Pacific Legend Development Limited**, a company duly organised and existing under the laws of Hong Kong, having Hong Kong CR No. 1051086 and having its head office and registered office at Units 1202-04, Level 12, Cyberport 2, 100 Cyberport Road, Hong Kong, Business Registration No. 36906305-000-06-17-6 (hereinafter called "the Attorney"), represented by:

Name: **MR. JOHN WARREN MCLENNAN**

Canadian Passport No. GA295731, UAE resident ID No. 784-1962-8041375-6

Date of Birth: 16 October 1962

Address: 50 Middleton Tower, 140 Pokfulam Road, Pokfulam, HK

Contact No.: +852-9035-5877

or any other nominee as appointed from time to time to act as the true and lawful Attorney of the Grantor in the United Arab Emirates under the terms of this POWER OF ATTORNEY.

WHEREAS:

- A. Under the Articles of Association, a special purpose company was formed under the laws of the Abu Dhabi Global Market ("ADGM"), Abu Dhabi, United Arab Emirates as "**DEEP OCEAN SPV LIMITED**" ("the SPV").
- B. The Grantor is the sole shareholder of the One Hundred percent (100%) shares in the SPV ("the Shares").

BY THIS POWER OF ATTORNEY the Attorney shall for and in the name and on behalf of the Grantor be empowered to do and/or execute all or any of the acts and things hereinafter mentioned that is to say:

1. To register and record this Power of Attorney in the proper Offices or Registries in the United Arab Emirates and to do everything necessary for authenticating and giving full effect to this Power of Attorney;
2. To sell, deal in transfer, mortgage, charge or otherwise dispose of all or any of the Shares in the capital of the SPV as are registered in the name of the Grantor or in any former name of the Grantor in the books of the SPV at the date hereof;
3. To receive all dividends and other sums now and from time to time payable in respect of the Shares (including the right to transfer the shares of the SPV to another nominee should the Grantor be in breach of its obligations and grant the power to the Attorney's directors and their successors);
4. To vote in shareholders' meeting of the SPV, sign minutes and file documents with the ADGM;
5. To receive all bonus shares and other rights now and from time to time attaching or accruing to the Shares;

6. To sign execute and deliver all other documents of whatsoever kind or nature and to submit and follow up any and all applications that may be requisite or necessary in connection with the transfer and sale of the Shares on behalf of the Grantor as a shareholder of the SPV at the ADGM and any other federal or municipal government authority in the United Arab Emirates;
7. To appoint proxies in respect of the Shares and generally to delegate all or any of the rights privileges and powers conferred on the Attorney by this Power of Attorney;
8. To settle, compromise or submit to courts or arbitration any accounts, claims or disputes whatsoever, wherein the Grantor in relation to the Shares is or shall be in the future in any way interested or concerned with any person whomsoever; and
9. To appoint liquidators for the purpose of liquidating SPV or its subsidiary and/or legal advisors, attorneys and advocates to legally represent the Grantor in relation to its Shares, in all Courts and other proceedings (including arbitrations and tribunals) including before, without limitation, the ADGM Courts, the Court of First Instance, the Court of Appeal, the Court of Cassation, the Federal Supreme Court, the Execution Court and all other courts, tribunals and arbitral bodies;
10. Generally to deal with the Shares in any manner the Attorney in its absolute discretion deems fit.

AND IT IS HEREBY DECLARED THAT:

The Grantor agrees to ratify and confirm whatsoever the Attorney shall lawfully do or purport to do by virtue of this Power of Attorney. The Grantor shall ensure that this Power of Attorney does not give rise to any potential conflicts of interest.

Signed by:

**FOR AND ON BEHALF OF
LINKS COMMERCIAL BROKERS LLC**

MS. AKEELA BHARUCHI, ATTORNEY

IRREVOCABLE PROXY

THIS PROXY is made on 29 March 2018

BY DEEP OCEAN SPV LIMITED (the “Company”), a Special Purpose Vehicle incorporated in the Abu Dhabi Global Market (“ADGM”) with registration number : 000001195 whose registered office is at the offices of 02, 7, Al Sila Tower, Abu Dhabi Global Market Square, Al Maryah Island, Abu Dhabi, United Arab Emirates represented by **LINKS COMMERCIAL BROKERS LLC**, a company registered in Dubai, UAE under Commercial License No. 546230, represented by Ms. Akeela Bharuchi, British National, born on 19 September 1979, holder of Emirates ID No. 784-1979-6384979-5 (the “Grantor”).

BACKGROUND:

- (A) The Grantor is a shareholder of **INDIGO LIVING (L.L.C.)** (the “Company”), a limited liability company incorporated in Dubai, UAE.
- (B) The Grantor has been issued 51% of the shares in the Company (“the Shares”).
- (C) The Grantor grants this Proxy to the Attorney in respect of such Shares.

1. APPOINTMENT

The Grantor hereby irrevocably appoints **MR. JOHN WARREN MCLENNAN** and/or any nominees (the “Attorney” or “Attornies”) as appointed by **PACIFIC LEGEND DEVELOPMENT LIMITED** of Hong Kong from time to time, to be its proxy to attend and vote at any meetings of the shareholders of the Company in respect of any existing or further shares in the Company which may have been or may from time to time be issued and/or registered in the name of the Grantor.

2. UNDERTAKING

The Grantor undertakes to ratify whatever the Attorney may do in the name, or on behalf of, the Grantor in exercising the powers contained in this Proxy and to indemnify the Attorney against any loss or liability incurred by it in connection with anything lawfully done by it in the exercise or the purported exercise of the powers contained in this document, save for any loss which would not have arisen but for the wilful default or fraud of the Attorney.

The Grantor undertakes to ensure this Proxy will not give rise to any potential conflicts of interest.

3. GOVERNING LAW

This Proxy is governed by, and shall be construed in accordance with, the laws of ADGM.

This Proxy has been executed on the date stated at the beginning of this Proxy.

Should there be any dispute arising out of or in connection with this Proxy, including any question regarding its existence, validity or termination, it shall be referred to and finally resolved by arbitration, and such arbitrator or arbitrators shall have the power to award remedies over the shares or land assets of the Company, injunctive relief, the right to deal with the assets and manage the business of or Indigo Living (L.L.C.), the right to revenue of the Company and order the winding up of the Company. Notwithstanding the above, the Grantor and the Attorney shall each have the right to apply to any court of competent jurisdiction (including the courts of DIFC and ADGM in the UAE, Hong Kong and Cayman Islands) for appropriate interim or provisional relief, as necessary to protect its/his rights

or property, pending the formation of the arbitral tribunal to determine the merits of any dispute.

EXECUTED by

**FOR AND ON BEHALF OF
DEEP OCEAN SPV LIMITED**

A handwritten signature in blue ink, appearing to read "Akeela", is written over a horizontal line.

LINKS COMMERCIAL BROKERS LLC, represented by Ms. Akeela Bharuchi, Attorney

Special Power of Attorney

وكالة قانونية خاصة

BY THIS POWER OF ATTORNEY given this ___ day of _____ 2018, **LINKS COMMERCIAL BROKERS LLC**, a company registered in Dubai, UAE under Commercial License No. 546230 (hereinafter called the "Grantor"), represented by **AKEELA BHARUCHI**, British National, born on 19 September 1979, holder of Emirates ID No. 784-1979-6384979-5 by virtue of the Power of Attorney notarised by Dubai Notary Public on 21 November 2017 under notarisaton reference no. 254400/1/2017 hereby appoints **Pacific Legend Development Limited**, a company duly organised and existing under the laws of Hong Kong, having Hong Kong CR No. 1051086 and having its head office and registered office at Units 1202-04, Level 12, Cyberport 2, 100 Cyberport Road, Hong Kong, Business Registration No. 36906305-000-06-17-6 (hereinafter called "the Attorney"), represented by:

بموجب هذا التوكيل الصادر في هذا اليوم الموافق --- من شهر عام ٢٠١٨، تقوم لينكس للوساطة التجارية ذ م م، وهي شركة مسجلة بدبي، إ ع م بموجب رخصة تجارية رقم ٥٤٦٢٣٠ (ويشار إليها فيما بعد بـ "الموكل") تمثلها عقيلها بهاروشي، بريطانية الجنسية، مولودة بتاريخ ١٩ سبتمبر ١٩٧٩، وتحمل هوية الإمارات رقم ٧٨٤-١٩٧٩-٦٣٨٤٩٧٩-٥، بموجب وكالة قانونية مصدقة عدليا من كاتب العدل في دبي بتاريخ ٢١ نوفمبر ٢٠١٧ بموجب محرر رقم ٢٠١٧/١/٢٥٤٤٠٠ بتعيين شركة باسيفيك ليجند ديقلو بمنت ليمتد، وهي شركة قائمة وتأسست اصولا بموجب قوانين هونج كونج وتحمل السجل التجاري في هونج كونج رقم ١٠٥١٠٨٦ ويقع مقرها الرئيسي والمكتب المسجل في وحدات ١٢٠٢، ١٢٠٤، الطابق ١٢، سيبرپورت ٢، ١٠٠ طريق سيبرپورت، هونج كونج، بموجب تسجيل رقم ٦-١٧-٠٦-٠٠٠٠-٠٠٠٠-٣٦٩٠٦٣٠٥ (يشار إليها هنا ولاحقا بالوكيل) يمثلها:

Name: **MR. JOHN WARREN MCLENNAN**
Canadian Passport No. GA295731, UAE resident ID No. 784-1962-8041375-6
Date of Birth: 16 October 1962
Address: 50 Middleton Tower, 140 Pokfulam Road, Pokfulam, HK
Contact No.: +852-9035-5877

السيد/ جون وارن مكلين، يحمل جواز سفر كندي رقم GA295731، حمل هوية الإمارات رقم ٧٨٤-١٩٦٢-٨٠٤١٣٧٥-٦، مولود بتاريخ ١٦ أكتوبر ١٩٦٢، وعنوانه ٥٠ ميدلتون تاور، ١٤٠ بوكفولام رود، بوكفولام، هونج كونج، هاتف رقم +٨٥٢٩٠٣٥٥٨٧٧

or any other nominee as appointed from time to time to act as the true and lawful Attorney of the Grantor in the United Arab Emirates under the terms of this POWER OF ATTORNEY.

او أي مرشح آخر كما يتم تعيينه من وقت لآخر (ويشار إليه فيما يلي "الوكيل") ليقوم منفردا مقام الوكيل الفعلي والقانوني للموكل في دولة إ.ع.م. وفق أحكام هذا التوكيل

WHEREAS:

A. Under the Articles of Association, a special purpose company was formed under the laws of the Abu Dhabi Global Market ("ADGM"),

(أ) بمقتضى أحكام النظام الأساسي، تأسست شركة ذات غرض خاص وفقا لقوانين سوق ابو ظبي العالمي، ابوظبي، الامارات العربية المتحدة تحت مسمى: " ديب او شن



Abu Dhabi, United Arab Emirates
as "DEEP OCEAN SPV LIMITED"
("the SPV").

اس بي في ليميتد ("الشركة ذات
غرض خاص").

B. The Grantor is the sole
shareholder of the One Hundred
percent (100%) shares in the SPV
("the Shares").

(ب) الموكل هو الشريك الوحيد بنسبة مائة بالمائة
(100%) من الحصص في الشركة ذات
غرض خاص ("الحصص").

BY THIS POWER OF ATTORNEY the
Attorney shall for and in the name and on
behalf of the Grantor be empowered to do
and/or execute all or any of the acts and
things hereinafter mentioned that is to
say:

وعليه، فإنه سيحق للوكيل وبموجب هذا التوكيل
القيام باسم الموكل ونيابة عنه بالتصرف وأداء وتنفيذ
جميع أو أي من الأعمال والأشياء المذكورة هنا فيما بعد،
وهي تحديداً:

1. To register and record this Power
of Attorney in the proper Offices or
Registries in the United Arab
Emirates and to do everything
necessary for authenticating and
giving full effect to this Power of
Attorney;

(1) القيام بتسجيل هذه الوكالة وتدوينها لدى المكاتب
أو السجلات المختصة في الإمارات العربية
المتحدة وكذلك عمل اللازم نحو توثيق هذه
الوكالة وإسباغها بالإنفاذ والصلاحية التامة.

2. To sell, deal in transfer, mortgage,
charge or otherwise dispose of all
or any of the Shares in the capital
of the SPV as are registered in the
name of the Grantor or in any
former name of the Grantor in the
books of the SPV at the date
hereof;

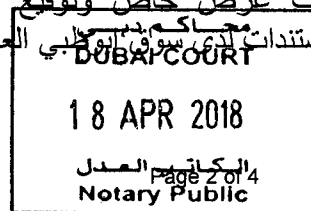
(2) القيام بالبيع، التداول، التنازل، الرهن،
تحميل أو بخلاف ذلك التصرف في جميع
حصص رأسمال الشركة ذات غرض
خاص أو أي منها كما هي مسجلة باسم
الموكل أو أي اسم سابق للموكل وفقاً لما
هو مذكور في دفاتر الشركة ذات غرض
خاص في ذلك التاريخ.

3. To receive all dividends and other
sums now and from time to time
payable in respect of the Shares
(including the right to transfer the
shares of the SPV to another
nominee should the Grantor be in
breach of its obligations and grant
the power to the Attorney's
directors and their successors);

(3) القيام باستلام جميع أرباح الحصص النقدية
والمبالغ الأخرى التي تكون واجبة الدفع حالياً
ومن حين لآخر بشأن الحصص (بما في ذلك
الحق في تحويل حصص في الشركة ذات
غرض خاص إلى مرشح آخر إذا أصبح الموكل
في حالة خرق لالتزاماته ومنح وكالات لمدرء
الوكيل وخلفائهم).

4. To vote in shareholders' meeting of
the SPV, sign minutes and file
documents with the ADGM;

(4) التصويت في اجتماعات للشركاء في الشركة
ذات غرض خاص وتوقيع المحاضر وتقديم
مستندات لدى سوفي الوطني العالمي،



5. To receive all bonus shares and other rights now and from time to time attaching or accruing to the Shares;
6. To sign execute and deliver all other documents of whatsoever kind or nature and to submit and follow up any and all applications that may be requisite or necessary in connection with the transfer and sale of the Shares on behalf of the Grantor as a shareholder of the SPV at the ADGM and any other federal or municipal government authority in the United Arab Emirates;
7. To appoint proxies in respect of the Shares and generally to delegate all or any of the rights privileges and powers conferred on the Attorney by this Power of Attorney;
8. To settle, compromise or submit to courts or arbitration any accounts, claims or disputes whatsoever, wherein the Grantor in relation to the Shares is or shall be in the future in any way interested or concerned with any person whomsoever; and
9. To appoint liquidators for the purpose of liquidating SPV or its subsidiary and/or legal advisors, attorneys and advocates to legally represent the Grantor in relation to its Shares, in all Courts and other proceedings (including arbitrations and tribunals) including before, without limitation, the ADGM Courts, the Court of First Instance, the Court of Appeal, the Court of Cassation, the Federal Supreme Court, the Execution Court and all
- القيام باستلام جميع الحصص الإضافية والحقوق الأخرى المتعلقة أو المستحقة بشأن تلك الحصص سواء حالياً أو من حين لآخر.
- القيام بالتوقيع وتنفيذ واستلام جميع المستندات الأخرى مهما كان نوعها أو طابعها، وله حق تقديم ومتابعة جميع الطلبات التي قد تكون مطلوبة أو ضرورية فيما يتعلق بالتنازل والبيع فيما يتعلق بالحصص نيابة عن الموكل بصفة الشريك في الشركة ذات غرض خاص وذلك أمام سوق ابوظبي العالمي بالإضافة إلى أي سلطة حكومية اتحادية أو بلدية أخرى في دولة الإمارات العربية المتحدة؛
- القيام بتعيين وكلاء لينوبوا عنه فيما يتعلق بتلك الحصص وبوجه عام القيام بإنابة جميع أو بعض من الحقوق والامتيازات والصلاحيات الممنوحة له بموجب هذا التوكيل.
- تسوية والتصالح أو ايداع لدى المحاكم أو التحكيم أي حسابات أو مطالبات أو نزاعات من أي نوع والتي يكون فيها الموكل مشمولاً بخصوص الحصص التي يكون فيها حالياً أو مستقبلياً مستفيداً أو معنياً مع أي شخص آخر، و
- تعيين مصفين لغرض تصفية الشركة ذات غرض خاص أو فرعها و/أو مستشارين قانونيين أو وكلاء ومحتمين للقيام بشكل قانوني بتمثيل الموكل بخصوص حصصها لدى كافة المحاكم والاجراءات القانونية الأخرى (بما في ذلك التحكيم واللجان القضائية) بما في ذلك دون حصر، محاكم سوق ابوظبي العالمي، المحكمة الابتدائية، محكمة الاستئناف، محكمة التمييز والمحكمة الاستئنافية العليا ومحكمة التنفيذ وكافة المحاكم **COURT OF APPEAL** القضائية وهيئات التحكيم.

18 APR 2018
الكاتب العدل
Notary Public



other courts, tribunals and arbitral bodies;

10. Generally to deal with the Shares in any manner the Attorney in its absolute discretion deems fit.

(١٠) وبشكل عام القيام بالتصرف فيما يخص الحصص بأي وسيلة يراها الوكيل مناسبة من وجهة نظره المطلقة.

AND IT IS HEREBY DECLARED THAT:

وعليه، فقد تم التصريح بما هو آت:

The Grantor agrees to ratify and confirm whatsoever the Attorney shall lawfully do or purport to do by virtue of this Power of Attorney. The Grantor shall ensure that this Power of Attorney does not give rise to any potential conflicts of interest.

يوافق الموكل على أن يصادق وأن يؤكد على أي فعل مهما كان يقوم به الوكيل أو يوعز بالقيام به بصورة قانونية بموجب هذا التوكيل. على الموكل التأكد من هذه الوكالة القانونية لا تتسبب في وجود أي تضارب في المصالح.

Signed by:

وقع من قبل:

**FOR AND ON BEHALF OF
LINKS COMMERCIAL BROKERS LLC**

باسم ونيابة عن
لينكس للوساطة التجارية ذ م م

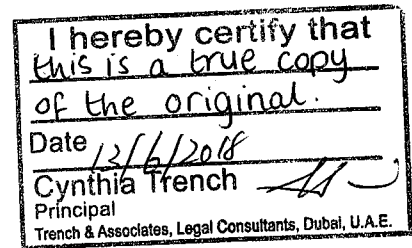
AKEELA BHARUCHI, ATTORNEY

عقبه بهاروشي، الوكيل



To: Pacific Legend Development Limited ("PLD")
Units 1202-1204, Level 12,
Cyberport 2,
100 Cyberport Road,
Hong Kong

29 March 2018



Undertaking by Links and its shareholders

Links Commercial Brokers LLC, a limited liability company incorporated in and under the laws of the Emirate of Dubai and the United Arab Emirates duly registered with licence number 546230 ("**Links**"), is the legal owner of the 100% shares in **DEEP OCEAN SPV LIMITED**, a special purpose vehicle incorporated in and under the laws of ADGM, Abu Dhabi, United Arab Emirates ("**Deep Ocean SPV**"), which is in turn the shareholder of the 153 shares of Indigo Living L.L.C, a limited liability company incorporated in and under the laws of the Emirate of Dubai and the United Arab Emirates duly registered with licence number 579686 ("**Indigo Dubai**").

Reference is made to the following documents ("**Documents**"):

A. In respect of the shares in Deep Ocean SPV:

- 1) Loan agreement between PLD and Links;
- 2) Share charge by Links in favour of PLD;
- 3) Irrevocable proxy and special power of attorney between PLD and Links;

B. In respect of Indigo Dubai:

- 1) Special power of attorney issued by Deep Ocean SPV in favour of Mr. McLennan;
- 2) Restated memorandum of associate between Deep Ocean SPV and PLD;
- 3) General power of attorney issued by Deep Ocean SPV and PLD being shareholders of Indigo Dubai in favour of PLD.

We, Links Commercial Brokers LLC, Mohamed Ameen Hasan Mohamed Mubasheri Almarzooqi, Maimoona Abdulla Ali Ahmed Alrais and Deep Ocean SPV hereby undertake:

- 1) We will (or procure to) terminate and unwind the Documents as soon as the UAE allows the business of Indigo Dubai to be operated without them provided that any outstanding fees owed to Links have been settled.
- 2) We will (or procure Links to) return to PLD any consideration Links receive in the

event that PLD acquires, directly or indirectly, the 51% Indigo Dubai from Links and/or Deep Ocean SPV.

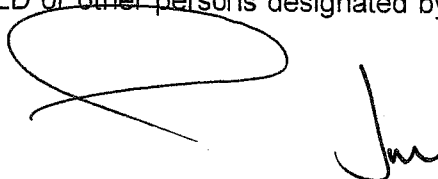
- 3) We will (or procure to) ensure none of the Documents will give rise to any potential conflicts of interest at Deep Ocean SPV or Indigo Dubai.

We, Links Commercial Brokers LLC, hereby further undertake that in the event of dissolution or liquidation of either Deep Ocean SPV or Indigo Dubai:-

1. PLD shall have the right to exercise all the rights that we have as a shareholder of Deep Ocean SPV or Indigo Dubai on our behalf;
2. Provided we are kept indemnified at all times by PLD, against all losses, debts, liabilities, actions and claims in relation to Deep Ocean SPV or Indigo Dubai, we shall transfer all assets received or receivable in its capacity as a shareholder of Deep Ocean SPV or Indigo Dubai as a result of the dissolution or liquidation of Deep Ocean SPV or Indigo Dubai to PLD or other persons designated by PLD at nil consideration, and shall instruct Deep Ocean SPV or Indigo Dubai to transfer assets directly to PLD or other persons designated by PLD at nil consideration;
3. if any consideration is required for such transfer of assets referred to above, we shall compensate PLD or the person designated by PLD the amount of consideration.

We, Mohamed Ameen Hasan Mohamed Mubasheri Almarzooqi and Maimoona Abdulla Ali Ahmed Alrais, the owners of Links, hereby undertake that in the event of dissolution or liquidation of Links:-

1. PLD shall have the right to exercise all the rights in respect of Deep Ocean SPV or Indigo Dubai that we have as shareholders of Links on our behalf;
2. Provided we are kept indemnified at all times by PLD, against all losses, debts, liabilities, actions and claims in relation to Deep Ocean SPV or Indigo Dubai, we shall transfer all assets relating to Deep Ocean SPV or Indigo Dubai received or receivable in our capacity as shareholders of Links as a result of the dissolution or liquidation of Links to PLD or other persons designated by PLD at nil consideration, and shall instruct Links to transfer assets relating to Deep Ocean SPV or Indigo Dubai directly to PLD or other persons designated by PLD at nil consideration;




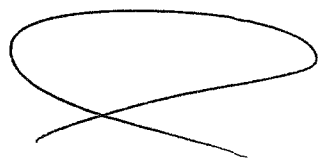
3. if any consideration is required for such transfer of assets referred to above, we shall compensate PLD or the person designated by PLD the amount of consideration.

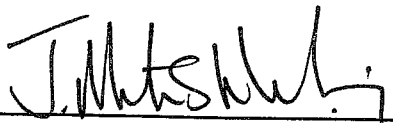
We, Deep Ocean SPV, hereby further undertake that in whatever circumstances:-

1. PLD shall have the right to exercise all the rights in respect of Deep Ocean SPV or Indigo Dubai that we have as shareholders of Indigo Dubai on our behalf;
2. We shall transfer all assets relating to Deep Ocean SPV or Indigo Dubai received or receivable in our capacity as shareholder of Indigo Dubai as a result of the dissolution or liquidation of Links or for whatever reasons to PLD or other persons designated by PLD at nil consideration, and shall transfer (or procure to transfer) assets relating to Deep Ocean SPV or Indigo Dubai directly to PLD or other persons designated by PLD at nil consideration;
3. If any consideration is required for such transfer of assets referred to above, we shall compensate PLD or the person designated by PLD the amount of consideration.

Should there be any dispute arising out of or in connection with this document, including any question regarding its existence, validity or termination, it shall be referred to and finally resolved by arbitration, and such arbitrator or arbitrators shall have the power to award remedies over the shares or land assets of Deep Ocean SPV or Indigo Dubai, injunctive relief, the right to deal with the assets and manage the business of or Indigo Dubai, the right to revenue of Indigo Dubai and order the winding up of Deep Ocean SPV or Indigo Dubai. Notwithstanding the above, PLD, Links, Mohamed Ameen Hasan Mohamed Mubasheri Almarzooqi and Maimoona Abdulla Ali Ahmed Alrais shall each have the right to apply to any court of competent jurisdiction (including the courts of DIFC and ADGM in the UAE, Hong Kong and Cayman Islands) for appropriate interim or provisional relief, as necessary to protect its/his rights or property, pending the formation of the arbitral tribunal to determine the merits of any dispute.

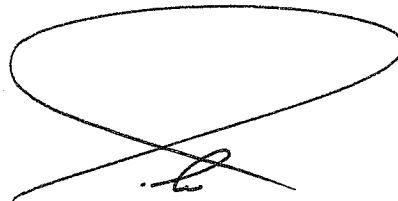
Yours faithfully,





John Bicford De Vismes Martin St Valery
Director

Links Commercial Brokers LLC



Mohamed Ameen Hasan Mohamed
Mubasheri Almarzooqi

For and on behalf of all Shareholders of
Links Commercial Brokers LLC pursuant
to power of attorney duly notarized by
Notary Public at Dubai Courts on
19/12/2012 under number
2012/1/197066

Director

Deep Ocean SPV Limited

John Bicford De Vismes Martin St Valery
Director

Links Commercial Brokers LLC

Mohamed Ameen Hasan Mohamed
Mubasheri Almarzooqi

For and on behalf of all Shareholders of
Links Commercial Brokers LLC pursuant
to power of attorney duly notarized by
Notary Public at Dubai Courts on
19/12/2012 under number
2012/1/197066



Director

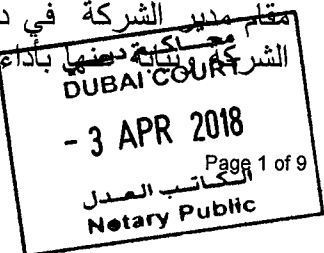
Deep Ocean SPV Limited

GENERAL POWER OF ATTORNEY

وكالة قانونية عامة

BY THIS POWER OF ATTORNEY given the date hereof, **INDIGO LIVING (LLC)** ("the Company"), a Company registered in Dubai, United Arab Emirates under Commercial License No. 579686 issued by Department of Economic Development, represented by its partners, **DEEP OCEAN SPV LIMITED** a company established at ADGM owned by **LINKS COMMERCIAL BROKERS**, a limited liability company duly organised and existing under the laws of the Emirate of Dubai and the United Arab Emirates, having Commercial License No. 546230 and having its head office at Office 1001, 10th Floor, Conrad Dubai, P.O. Box 49042, Dubai, United Arab Emirates, and represented by **AKEELA BHARUCHI**, British National, holder of Emirates ID No. 784-1979-6384979-5, by virtue of a Power of Attorney duly notarised in Dubai dated 21 November 2017 under reference number 254400/1/2017, and **PACIFIC LEGEND DEVELOPMENT LIMITED**, a company duly organised and existing under the laws of Hong Kong, having Hong Kong CR No. 1051086 and having its head office and registered office at Units 1202-04, Level 12, Cyberport 2, 100 Cyberport Road, Hong Kong, Business Registration No. 36906305-000-06-17-6, represented by Akeela Bharuchi, holder of British passport number 800935480 and resident ID number 784-1979-6384979-5, by virtue of the Power of Attorney issued on 7 March 2018, duly notarised in Hong Kong on 7 March 2018 and legalised on 9 March 2018 and by the Ministry of Foreign Affairs in Dubai-Office on 14 March 2018, reference no. 18067000530, as Partners of the Company hereby appoint **Mr. John Warren McLennan**, Canadian National, holder of Passport No. GA295731 (hereinafter called "the Attorney") acting INDIVIDUALLY as the Manager of the Company in the United Arab Emirates for and in the name and on behalf of the Company to do and/or execute all or any of the acts and things

بموجب هذه الوكالة القانونية الصادرة بتاريخه، تقوم شركة انديجو ليفينج (ش.ذ.م.م) ("الشركة")، شركة مسجلة في دبي، بدولة الإمارات العربية المتحدة، بموجب رخصة تجارية رقم ٥٧٩٦٨٦ صادرة من دائرة التنمية الاقتصادية ويمثلها شركائها ديب اوشن اس بي في ليمتد وهي شركة تأسست في سوق ابوظبي العالمي، تمتلكها لينكس للوساطة التجارية ذ م م وهي شركة ذات مسؤولية محدودة تأسست وقائمة في امارة دبي، الإمارات العربية المتحدة، تحمل رخصة تجارية رقم ٥٤٦٢٣٠ وعنوان مكتبها الرئيسي: مكتب ١٠٠١، الطابق ١٠، كونراد دبي، ص ب: ٤٩٠٤٢، دبي، إ ع م وتمثلها السيدة/ عقيله بهاروشي، بريطانية الجنسية، وتحمل هوية الامارات رقم ٦٣٨٤٩٧٩-٥-١٩٧٩-٧٨٤، بموجب وكالة قانونية مصدقة عدليا بتاريخ ٢١ نوفمبر ٢٠١٧ بموجب تصديق رقم ٢٠١٧/١/٢٥٤٤٠٠ وشركة باسيفيك ليجنديفلوبمنت ليمتد، وهي شركة قائمة وتأسست بموجب قوانين هونج كونج وتحمل السجل التجاري في هونج كونج رقم ١٠٥١٠٨٦ ويقع مقرها الرئيسي والمكتب المسجل في وحدات ١٢٠٢، ١٢٠٤، الطابق ١٢، سيبوربورت ٢، ١٠٠ طريق سيبوربورت، هونج كونج، بموجب تسجيل رقم ٣٦٩٠٦٣٠٥-٠٠٠-٠٦-١٧-٦، وتمثلها السيدة/ عقيله بهاروشي، بريطانية الجنسية، وتحمل جواز سفر رقم ٨٠٠٩٣٥٤٨٠ /هوية الامارات رقم ٧٨٤-١٩٧٩-٦٣٨٤٩٧٩-٥ بموجب وكالة قانونية صادرة بتاريخ ٧ مارس ٢٠١٨ ومصدقة اصولا في هونج كونج بتاريخ ٧ مارس ٢٠١٨ ومصدقة بتاريخ ٩ مارس ٢٠١٨ ومصدقة من وزارة الخارجية الاماراتية بدبي بتاريخ ١٤ مارس ٢٠١٨ بمرجع رقم ١٨٠٦٧٠٠٠٥٣٠ بصفتهم شركاء في الشركة بتعيين السيد/ جون وارين مكلاين، كندي الجنسية، يحمل جواز سفر رقم GA295731 (ويشار اليه هنا وفيما بعد "الوكيل") للقيام منفردا بمهام مدير الشركة في دولة ا.ع.م. وللقيام باسم الشركة بجميع الاعمال التي يراها مناسبة و/او تنفيذ كافة أو أي



hereinafter mentioned that is to say and with full powers of delegation to any other person for all or part of the following powers:

من التصرفات والأموار والأشياء المذكورة أدناه مع منحه سلطات تفويض اي شخص اخر بكل او جزء من السلطات التالية:

1. To register and record this Power of Attorney in the proper Offices or Registries in the United Arab Emirates and to do everything necessary for authenticating and giving full effect to this Power of Attorney;

(١) القيام بتسجيل هذه الوكالة وتدوينها لدى المكاتب أو السجلات المختصة في دولة الإمارات العربية المتحدة وأن يعمل كل ما هو لازم نحو توثيق هذه الوكالة وإسباغها بالنفاذ التام والكامل.

2. Formation of joint ventures with any other person or company for the purpose of either carrying out business similar or related to the business of the Company or for the purpose of acquiring any business as a going concern;

(٢) تكوين مشاريع مشتركة مع أي شخص آخر أو شركة أخرى لغرض إما القيام بتنفيذ نشاط مشابه أو متعلق بنشاط الشركة أو لغرض حيازة اي اعمال كحصة عاملة.

3. The institution, defence or settlement of any legal proceedings and/or to enforcement and defence of its legal rights in any jurisdiction either as principal, agent, trustee, contractor or otherwise either alone or in conjunction with others and to appoint lawyers and attorneys for these purposes in accordance with the Federal Law No 11 of 1992, The Code of Civil Procedure, Article 58, to acknowledge a claimed right, waive it or conciliate or arbitrate on it, accept administer or reject an oath, relinquish the litigation or waive the judgment in whole or in part or by way of challenging it, lift the attachment or abandon the deposit by leaving the debt outstanding, file a case for forgery, reject a judge or expert, refuse a real offer;

(٣) المباشرة، الدفاع أو تسوية القضايا القانونية و/أو إنفاذ والدفاع عن حقوقها القانونية لدى أي جهة اختصاص سواء كموكل، وكيل، أمين، مقاول أو بخلافه القيام أما بشكل منفرد أو بالاشتراك مع آخرين بتعيين محامين ووكلاء لتلك الأغراض. وفقا للقانون الاتحادي رقم ١١ لعام ١٩٩٢، قانون الاجراءات المدنية، المادة ٥٨، وان يقر بالحق المدعي به او التنازل عنه او الصلح او التحكيم فيه او قبول اليمين او توجيهها او ردها او ترك الخصومة او التنازل عن الحكم كلياً او جزئياً او عن طريق من طرق الطعن فيه او رفع الحجز او ترك التأمينات مع بقاء الدين او الادعاء بالتزوير او رد القاضي او الخبير او رفض العرض الحقيقي;

4. To sign bank overdraft facilities, receive loans on behalf of the Company with guarantee of the Company's assets, all guarantees shall be given under the Company's name only and to purchase and sell vehicles, offices and residential

(٤) توقيع تسهيلات السحب على المكشوف البنكية واستلام القروض نيابة عن الشركة بضمان حصص الشركة، على ان تعطي كافة ضمانات الشركة بموجب باسم الشركة فقط ولشراء وبيع المركبات والمكاتب وتصاريح الإقامة



- premise and to get all facilities in connection with the activities of the Company;
- وتحصيل كافة التسهيلات الخاصة بأنشطة الشركة.
5. The taking of any loan by the Company or the creation, renewal or extension of any borrowings by the Company other than in the ordinary course of business;
- (٥) الحصول على أي قرض من قبل الشركة أو إنشاء، تجديد أو تمديد أي سلفيات من قبل الشركة بخلاف المسار المعتاد للأعمال الشركة،
6. Pledging, mortgaging or otherwise charging the assets, rights, benefits or entitlements of the Company for the purposes of raising and providing financial facilities;
- (٦) رهن، تكليف أو تحميل أعباء على أصول، حقوق ومنافع ومستحقات الشركة وذلك لأغراض زيادة وتوفير التسهيلات المالية
7. The acquisition of any asset of a capital nature or any capital expenditure whatsoever except as shall have been previously approved in the Company's annual budget;
- (٧) اكتساب أية أصول من طبيعة رأسمالية أو أية نفقات رأسمالية باستثناء ما تقوم الشركة باعتماده مسبقاً في ميزانيتها السنوية التقديرية.
8. Any obligation outside the normal course of trading;
- (٨) أي التزام خارج السياق المعتاد للتجارة.
9. Any change in the accounting policies, bankers, accounting reference date or bank mandates;
- (٩) أي تغيير في سياسات الحسابات، البنوك، تاريخ مرجع الحسابات أو انتداب البنك،
10. To authorise and sanction all voucher for books of account and payment of all expenses;
- (١٠) الموافقة على واعتماد كل قسيمة لدفاتر الحسابات ودفع جميع النفقات؛
11. The acquisition or construction or lease of items of tangible or intangible property;
- (١١) حيازة أو إنشاء أو تأجير ممتلكات ملموسة أو غير ملموسة.
12. The assignment, sale or other disposal in any twelve (12) month period of any asset or related group of assets of the Company outside the normal course of business except as shall have been previously approved in the Company's annual budget;
- (١٢) القيام بالتنازل عن أو بيع أو التصرف بشكل آخر خلال أي فترة اثني عشر (١٢) شهراً خلال السنة المالية للشركة عن أي من الأصول أو مجموعة متعلقة منها خاصة بالشركة خارج نطاق النشاط التجاري العادي ما لم يكن قد تم اعتمادها في الميزانية السنوية للشركة؛
13. The opening, operating and closing of the Company's bank account or
- (١٣) فتح وإدارة أو إغلاق الحساب أو الحسابات المصطلقة للشركة وأصدار قرارات



- accounts, to decide on the method of operating such account(s), to apply, negotiate and obtain credit facilities from the banks and offer securities, guarantees and undertakings required by the banks in that connection, including delegation of signing powers to any other signatories;
14. The entering into or termination of any licence or agency agreement;
15. The approval, variation or amendment to the annual business plan, annual budget and/or any operating plans of the Company and consideration and approval of any reports and draft financial statements prepared by the Auditor;
16. The declaration or payment of any dividend or other distribution in respect of the shares;
17. To appoint legal advisors and advocates to act on behalf of the Company and to represent the interests of the Company as either Defendant or Plaintiff in any actions or cases before the First Instance Courts, Appeal Courts, Federal Supreme Court, Court of Cassation, Shari'a Court, Shari'a Appeal Court and the Shari'a Supreme Court and any other divisions of any court or forum of arbitration in the United Arab Emirates;
18. To sign all tenders, contracts, documents or receipts of financial or commercial nature on behalf of the Company, purchase any business, assets or goods on credit;
19. To appoint any other person or persons to be the attorneys of the Company under the seal of the
- بخصوص طريقة تشغيل تلك الحسابات وتقديم الطلبات والتفاوض بشأن وكذلك الحصول على التسهيلات الائتمانية من البنوك وتقديم الضمانات والكفالات والتعهدات التي تطلبها البنوك فيما يتعلق بذلك وكذلك إنابة صلاحيات التوقيع إلى أي مفوضين بالتوقيع آخرين.
- ١٤) إبرام أو إنهاء أي اتفاقيات ترخيص أو اتفاقيات وكالة.
- ١٥) اعتماد، تغيير أو تعديل خطة العمل السنوية، الميزانية التقديرية السنوية و/أو أية خطط تشغيل للشركة ودراسة اعتماد أية تقارير ومسودة البيانات المالية التي يعدها مدقق الحسابات؛
- ١٦) الاقرار أو سداد اي حصص ربحية او اي توزيع اخر فيما يتعلق بالحصص، و
- ١٧) أن يعين مستشارين قانونيين ومحامين للعمل نيابة عن الشركة ولتمثيل حقوق الشركة سواء بصفة المدعى عليه أو المدعى في أية قضايا أو إجراءات سواء أمام محاكم أول درجة، محاكم الاستئناف، محكمة التمييز، والمحكمة الاتحادية العليا، المحكمة الشرعية، ومحكمة الاستئناف الشرعية، والمحكمة العليا الشرعية، وأي أقسام لأي محكمة أو جلسة تحكيم قضائية في الإمارات العربية المتحدة،
- ١٨) توقيع كافة المناقصات والعقود والمستندات أو الايصالات ذات الطبيعة المالية أو التجارية نيابة عن الشركة وشراء أي اعمال واصول او بضائع بالدين.
- ١٩) تعيين أي شخص أو أشخاص ليكونوا وكلاء عن الشركة بموجب ختم الشركة



Company, for such purposes and with such powers and authorities as the Attorney may from time to time think fit and such powers of attorney shall contain such limitation and restrictions as the Attorney may think fit;

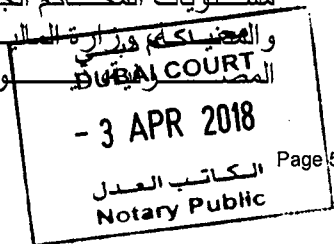
التي يراها وكييل الشركة مناسبة من حين لآخر وستشمل تلك الوكالة الحدود والقيود علي مثل هذه الصلاحيات وبما يراها الوكيل مناسباً.

20. To transact manage carry on and do all and every business matter and things requisite and necessary or in any matter connected with or having reference to the business and affairs of the Company in the United Arab Emirates, including (but not limited to) the execution and lodging with the appropriate authorities of all relevant documentation from time to time required to enable the Company and any of its personnel to establish and carry on business in the country and for such purposes to conduct all correspondence appertaining to such business and affairs;

(٢٠) القيام بإبرام وإدارة ومزاولة وأداء كافة الأعمال والأمور والأشياء اللازمة أو الضرورية أو التي لها علاقة أو تكون متصلة بشئون أعمال الشركة في دولة الإمارات العربية المتحدة بما في ذلك على سبيل المثال (لا الحصر) القيام بتنفيذ وتقديم وإيداع كافة المستندات اللازمة والضرورية إلى السلطات المختصة تلك التي يصار إلى طلبها بين الحين والآخر وذلك بهدف تمكين الشركة وأي من موظفيها أو الأفراد التابعين لها من تأسيس وتسيير أعمالها في الدولة وله في سبيل تحقيق هذه الأهداف إجراء كافة المراسلات المتعلقة بهذه الأعمال والشئون.

21. To represent the Company with full powers before public and private sector entities, ministries, authorities, committees, boards, government and civil departments including without limitation the Police, Airports, Ports and Customs, Traffic Department, Road and Transport Authority, Du Corporation, Post Offices, Notary Public, UAE Ministry of Human Resources and Emiratisation, General Directorate of Residency and Foreigners Affairs, Ministry of Health, Dubai Healthcare City, Free Zone Authorities, General Infrastructure and Vital Facilities Protection Authority, Consulates, Embassies, Interior Authorities, Borders, Investment Departments, Insurance and Finance Companies, Ministry of Justice at all level, criminal, labour or civil courts, Ministry of Finance and Banking

(٢١) تمثيل الشركة بصلاحيات تامة امام هيئات القطاع الخاص والعام والوزارات والهيئات واللجان والمجالس الحكومية والدوائر المدنية والتي تشمل دون حصر، الشرطة، المطارات، والموانئ والجمارك، إدارة المرور، هيئة الطرق والمواصلات، شركة دو، مكاتب البريد، الكاتب العدل، وزارة الموارد البشرية والتوطين والإدارة العامة للإقامة وشؤون الأجنبي، وزارة الصحة، مدينة دبي الطبية، سلطات المناطق الحرة، جهاز حماية المنشآت والمرافق الحيوية، القنصليات والسفارات والسلطات الداخلية والحدود ودوائر الاستثمار وشركات التمويل والتأمين، وزارة العدل على جميع مستويات المحاكم الجنائية والعمالية والمضامنة وزارة العدل والقضايا، الواء اتصالات،



sectors, DEWA, Etisalat, Dubai Government and its department (including but not limited to the Dubai Department of Economic Development, Dubai Municipality, Dubai Chamber of Commerce and Industry, Department of Tourism and Commerce and Marketing, Ministry of Finance, Ministry of Economy, Federal Tax Authority, Ministry of Public Works, Department of Social Services and Commercial Buildings, Department of Agriculture, Ministry of Media, Supreme Council for Petroleum and Urban Planning, Real Estate Regulatory Agency (RERA), and other federal and local authorities as well as before any other third parties, whether natural or corporate, in connection with the conduct of the Company's business, for any transactions related to the sale or purchase of vehicles, transfer of vehicle registration, transfer or renewal of ownership, as well as renewal of vehicle licenses and any other licenses, payment of violations and fines, issuance of certificates, to settle any and all question at issue, to pay duties and taxes, to defend the interests of the Company, to file appeals and do everything else which may be necessary, with power to be sued and to receive and accept services of summons on behalf of the Company, to sign, execute and lodge all documents, papers and contracts with or before them and do everything else which may be necessary only;

22. To rent offices, housing and other places and facilities for the business of the Company, signing such leases and contracts as may be necessary, making deposits or offering guarantees and doing everything which may be necessary for these purposes;

وحكومة دبي وجميع دوائرها (والتي تشمل دون حصر، دائرة التنمية الاقتصادية بدبي، بلدية دبي، غرفة دبي للتجارة والصناعة، دائرة السياحة والتسويق التجاري، وزارة المالية، وزارة الاقتصاد وهيئة الضرائب الاتحادية ووزارة الأشغال العامة، دائرة الخدمات الاجتماعية والمباني التجارية، دائرة الزراعة، وزارة الاعلام، المجلس الأعلى للبترول والتخطيط المدني، مؤسسة التنظيم العقاري بدبي، وغيرها من الهيئات المحلية والاتحادية علاوة على أي طرف ثالث سواء طبيعي أو معنوي بخصوص تنفيذ أعمال الشركة لأي معاملات تتصل ببيع وشراء مركبات وتحويل تسجيل مركبة وتحويل أو تجديد ملكية علاوة على تجديد رخص المركبات وأي رخص أخرى وسداد الغرامات والمخالفات واصدار الشهادات، وتسوية وكافة المسائل ذات الصلة لسداد الضرائب، وعمل الاستئنافات، وأي شيء آخر قد يكون ضروريا، مع صلاحيات التقاضي واستلام وقبول الإنذارات نيابة عن الشركة، وتوقيع وتنفيذ وإيداع كافة المستندات والأوراق والعقود معهم أو لديهم ولأداء كل شيء قد يكون ضروريا فقط.

القيام باستئجار المكاتب والمسكن والمرافق الأخرى اللازمة لأعمال الشركة، وتوقيع عقود الإيجار والعقود الضرورية، دفع العربونات والتأمينات وتقديم ضمانات وعمل أي شيء يكون ضروريا في سبيل تحقيق

(٢٢)



23. To acquire, either by assignment, from third persons, or by direct negotiations, all permits, licences, concessions, exemptions, other privileges, visas and work permits from the relevant Municipalities and Chambers of Commerce, The General Directorate of Residency and Foreigners Affairs – Dubai, Ministry of Human Resources and Emiratisation, Insurance Authority and such other local and federal government departments as are necessary or which may be necessary or convenient in connection with the Company's business activities in the United Arab Emirates;
24. To place insurance against fire and other risks covering the real and personal property of the Company and in case of destruction damage or loss, file claims with the insurers, receive the respective indemnifications and execute the necessary receipts and releases;
25. To engage and dismiss employees on behalf of the Company, fixing their salaries and other conditions of employment in adherence to UAE labour law, and to appoint agents and representatives to act on behalf of the Company, granting them the necessary powers of attorney and to revoke the same, signing all papers which may be necessary;
26. To file appeals and do everything which may be necessary or advisable for the defense and preservation of the copyrights or the commercial or industrial property of the Company;
27. To represent the Company in any court or tribunal of the United Arab Emirates, with powers to institute
- (٢٣) القيام بحيازة سواء وذلك عن طريق التنازل او المفاوضات المباشرة, من طرف ثالث على كافة الأذونات والتصاريح والتراخيص والامتيازات والإعفاءات وكذلك المزايا الأخرى والتأشيرات وتصاريح العمل الصادرة من البلديات وغرف التجارة والصناعة والإدارة العامة للإقامة وشؤون الأجانب، ووزارة الموارد البشرية والتوطين، وهيئة التأمين وأي من الدوائر الحكومية المحلية والاتحادية كما يكون ضروريا أو يصبح ضروريا أو مناسباً فيما يتعلق بنشاطات أعمال الشركة في الإمارات العربية المتحدة.
- (٢٤) القيام باستصدار تأمين ضد الحريق أو أخطار أخرى لتغطية الأملاك العقارية والشخصية للشركة وفي حالات التلف أو الضرر أو الخسارة أو فقدان فله تقديم المطالبات للشركات المؤمنة واستلام التعويضات وتحرير وتوقيع الإيصالات الضرورية والإبراءات.
- (٢٥) الاستعانة بالمستخدمين والتعاقد معهم وكذلك إنهاء خدماتهم نيابة عن الشركة وتحديد رواتبهم وشروط الخدمة الأخرى امتثالاً بقانون العمل الاماراتي وتعيين الوكلاء والمندوبين للعمل نيابة عن الشركة، وكذلك القيام بمنح التوكيلات القانونية الضرورية وفسخها بالإضافة إلى توقيع كافة الأوراق التي قد تكون ضرورية تجاه ذلك.
- (٢٦) لرفع قضايا الاستئناف وعمل كل شئ قد يكون ضرورياً أو لازم ومن شأنه أن يدافع ويحفظ حقوق الملكية التجارية أو الصناعية للشركة.
- (٢٧) القيام بتمثيل الشركة أمام أية محكمة أو جهة قضائية في الإمارات العربية المتحدة مع التمتع بصلاحية مباشرة ومتابعة



and prosecute all kinds of cases or legal procedures; to file prosecute and perfect appeals, change the course of actions, or withdraw the same; to demand indemnity, to counter claim and defend counter claim, to intervene in lawsuits as Third Party, to refer to Arbitration, to appoint arbitrators and experts, to attract third parties to litigation, to issue executive writs, pursue proceedings, to collect sums adjudged;

القضايا أو الإجراءات القانونية ومباشرة ومتابعة وإنجاز الاستئناف، وتغيير مسار الدعاوى، وسحب القضايا، وطلب التعويض، وتقديم المطالبات المقابلة والدفاع في المطالبات المقابلة، التدخل في القضايا القانونية كطرف ثالث، الإحالة إلى التحكيم، تعيين المحكمين والخبراء، وإقامة دعاوى ضد أطراف ثالثة، إصدار وثائق رسمية تنفيذية، متابعة الإجراءات وكذلك تحصيل المبالغ التي صدرت بها أحكام.

28. To appoint legal advisors and advocates to act on behalf of the Company and to represent the interests of the Company as either Defendant or Plaintiff in any actions or cases before the First Instance Courts, Appeal Courts, Federal Supreme Court, Court of Cassation, Shari'a Court, Shari'a Appeal Court and the Shari'a Supreme Court and any other divisions of any court or forum of arbitration in the United Arab Emirates; and

٢٨ تعيين المستشارين القانونيين والمحامين والقيام مقام الشركة ونيابة عنها لتمثيل مصالح الشركة سواء بصفة المدعي أو المدعى عليه في أي دعاوى قضائية أو قضايا وذلك لدى المحاكم الابتدائية، محاكم الاستئناف، محاكم التمييز الاتحادية، محاكم النقض، المحاكم الشرعية، محاكم الاستئناف الشرعية وكذلك محاكم التمييز الشرعية وأي أقسام أو هيئات تابعة لأي محكمة أو هيئة تحكيم في دولة الإمارات العربية المتحدة، و

29. To do and/or execute without restrictions all or any acts or things that may be required to enable the Company to carry on its business in the United Arab Emirates and elsewhere in the Middle East including (but not limited to) the signing of contracts and submission of tenders on behalf of the Company and generally to do all such acts and things as fully and effectively to all intents and purposes as the Company itself could do.

٢٩ القيام بأداء و/أو تنفيذ دون قيود أو شروط أي من وجميع التصرفات أو الأشياء التي قد تكون ضرورية وذلك لتمكين الشركة من مزاولة أعمالها في دبي وفي أنحاء الإمارات العربية المتحدة أو في أي مكان آخر في الشرق الأوسط (بما في ذلك ودون حصر) التوقيع على العقود وتقديم المناقصات نيابة عن الشركة وبوجه عام القيام بأداء كافة التصرفات والأشياء الواجب القيام بها بشكل تام ونافذ من كافة النوايا والأهداف تماماً كما قامت الشركة بأدائها بنفسها.

AND IT IS HEREBY DECLARED THAT:

وعليه فقد تم بموجبه الإقرار بما هو آت:

The Company hereby ratifies and confirms and agrees to ratify and confirm whatsoever the Attorney shall or purport to do by virtue of this Power of Attorney including in such confirmation whatsoever

تصادق الشركة بموجبه وتؤكد كما توافق على أن المصادقة والتأكيد على كافة ما يقوم به الوكيل أو يبرع بالقيام به بموجب هذه الوكالة بما في ذلك ما يبرع به في الفترة الواقعة بين



shall be done between the time of revocation of this Power of Attorney and the time of that revocation becoming known to the said Attorney.

فسخ هذه الوكالة ووصول هذا الفسخ الإلغاء إلى حد علم الوكيل.

FOR AND ON BEHALF OF
INDIGO LIVING LLC

باسم ونياية عن
انديجو ليفينج (ش.ذ.م.م)

Akeela Bharuchi

DEEP OCEAN SPV LIMITED, owned
by LINKS COMMERCIAL BROKERS
LLC, and represented by Akeela
Bharuchi, Attorney

ديب اوشن اس بي في ليمنج، تمتلكها لينكس
للووساطة التجارية ذ م م، وتمثلها السيدة/ عقيله
بهاروشي، الوكيل

FOR AND ON BEHALF OF
INDIGO LIVING LLC

باسم ونياية عن
انديجو ليفينج (ش.ذ.م.م)

Akeela Bharuchi

PACIFIC LEGEND DEVELOPMENT
LIMITED, represented by Akeela Bharuchi,
Attorney

باسيفيك ليجنج ديفلوبمنت ليمنج، تمثلها السيدة/
عقيله بهاروشي، الوكيل

