



**Registration of a Charge**

Company name: **HUAWEI TECHNOLOGIES (UK) CO., LTD.**

Company number: **04295981**



X951PW2I

Received for Electronic Filing: **14/05/2020**

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**Details of Charge**

Date of creation: **29/04/2020**

Charge code: **0429 5981 0003**

Persons entitled: **DBS BANK LTD.**

Brief description: **ALL BENEFITS AND RIGHTS OF HUAWEI TECHNOLOGIES (UK) CO., LTD. (THE "COMPANY") UNDER A CORPORATE GUARANTEE DATED 1 AUGUST 2018 GRANTED BY CK HUTCHINSON HOLDINGS LIMITED IN FAVOUR OF THE COMPANY IN RESPECT OF THE ASSIGNED RECEIVABLES. FOR MORE DETAILS, PLEASE REFER TO THE INSTRUMENT.**

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**Authentication of Form**

This form was authorised by: **a person with an interest in the registration of the charge.**

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**Authentication of Instrument**

Certification statement: **I CERTIFY THAT THE ELECTRONIC COPY INSTRUMENT DELIVERED AS PART OF THIS APPLICATION FOR REGISTRATION IS A CORRECT COPY OF THE ORIGINAL INSTRUMENT.**

Certified by: **ZHANG WEI**



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

Company number: 4295981

Charge code: 0429 5981 0003

The Registrar of Companies for England and Wales hereby certifies that a charge dated 29th April 2020 and created by HUAWEI TECHNOLOGIES (UK) CO., LTD. was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 14th May 2020 .

Given at Companies House, Cardiff on 15th May 2020

The above information was communicated by electronic means and authenticated  
by the Registrar of Companies under section 1115 of the Companies Act 2006



**Companies House**



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

THIS DEED OF ASSIGNMENT is made on the 29 April 2020

**BETWEEN**

- (1) **Huawei Technologies (UK) Co., Ltd.**, a company incorporated in England and Wales (registered number 4295981) (the **Assignor**) whose registered office is at 300 South Oak Way, Green Park, Reading, Berkshire, RG2 6UF
- (2) **DBS Bank Ltd.**, a bank incorporated in Singapore with Unique Entity Number 196800306E and having its place of business at 12 Marina Boulevard, DBS Asia Central at Marina Bay Financial Centre Tower 3, Singapore 018982 (the "**Bank**")

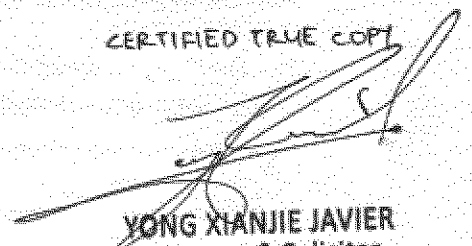
**BACKGROUND**

- (A) **CK HUTCHISON HOLDINGS LIMITED** (the **Guarantor**) executed a Parent Company Guarantee Deed dated 1 August 2018 (the **Guarantee**) in favour of the Assignor with respect to certain of the obligations (the **Guaranteed Obligations**, as defined in the **Guarantee**) of **Hutchison 3G UK Limited (3UK)** under the Radio Access Network (RAN) and Access Transport Agreement dated 13 June 2018, made between the Assignor and 3UK (as amended from time to time, the **Radio Access Network (RAN) and Access Transport Agreement**).
- (B) The Assignor and the Bank have entered into a Letter of Offer of Receivables Purchase dated 31 December 2018 (which Letter of Offer of Receivables Purchase was accepted by the Assignor on 07 January 2019), as varied by the Letter of Variation dated 13 February 2020 (which Letter of Variation was accepted by the Assignor on 27 February 2020) and as further varied by the Second Letter of Variation dated 21 April 2020 (which Second Letter of Variation was accepted by the Assignor on 23 April 2020) (collectively, the **Agreement**). Pursuant to the Agreement, the Bank has agreed to buy and the Assignor has agreed to sell certain receivables (the **Assigned Receivables**) relating to amounts owing to the Assignor pursuant to eligible receivables under the Radio Access Network (RAN) and Access Transport Agreement.
- (C) As consideration for the purchase of the Assigned Receivables, the Assignor wishes to assign all its rights and benefits under the Guarantee to the Bank in respect of the Assigned Receivables, as assignee, upon the terms and conditions of this Deed.

**OPERATIVE PROVISIONS**

1. This Deed shall take effect on and from the date hereof.

CERTIFIED TRUE COPY

  
**YONG XIANJIE JAVIER**  
Advocate & Solicitor  
Singapore

2. The Assignor hereby assigns to the Bank absolutely all its benefits and rights under the Guarantee in respect of the Assigned Receivables provided that the quantum of the Guaranteed Obligations payable to the Bank shall not be greater than that which the Guarantor would have been liable to pay to the Assignor under the Guarantee had this assignment not been made. The Assignor hereby undertakes to deliver a notice of assignment in respect of the Guarantee in the form set out in Appendix 5 to the Agreement (the Notice of Assignment of Guarantee) to the Guarantor on the date of this Deed. The assignment by the Assignor to the Bank in respect of the Assignor's benefits and rights under the Guarantee in respect of the Assigned Receivables shall take effect upon delivery by the Assignor of the Notice of Assignment of Guarantee to the Guarantor (the Assignor shall provide evidence of delivery of the Notice of Assignment of Guarantee to the Guarantor, such evidence consisting of: (a) an email sent to the Guarantor (with the Bank in copy) which attaches a copy of the executed Notice of Assignment of Guarantee; or (b) relevant receipt (including via fax receipt) of the Notice of Assignment of Guarantee from the Guarantor; or (c) courier tracking number evidencing delivery of the Notice of Assignment of Guarantee by the Assignor to the Guarantor; or (d) any other format of evidence agreed by both parties).
3. If requested by the Bank, the Assignor shall assist the Bank in any reasonable manner to collect or demand payment due under the Guarantee in respect of the Assigned Receivables.
4. If the Assignor receives any payment or financial instrument for payment in respect of an Assigned Receivable pursuant to the Guarantee, the Assignor shall immediately make payment of that amount to the Bank or shall deliver such financial instrument to the Bank and pending such payment or delivery, the Assignor shall hold the same on trust for the Bank's benefit.
5. The Assignor shall deliver to the Bank details of any notice or information delivered to it by the Guarantor under or pursuant to the Guarantee.
6. The Assignor shall execute all documents and to do all things as considered reasonably necessary by the Bank to grant, convey and perfect the assignment contemplated pursuant to Clause 2 of this Deed (including, but not limited to, the delivery of the notice of assignment in respect of the Guarantee contemplated thereunder) and to facilitate the exercise of the rights and powers intended to be conferred on the Bank under this Deed.
7. All communications or notices required under this Deed shall be in writing, and unless agreed otherwise, made by fax, email, or letter. The address and fax number of each party to this Deed for any communication or document to be delivered under or in connection with this Deed is identified with and set out beneath that party's signature on its execution page of this Deed.
8. This Deed may be signed in one or more counterparts, each of which shall be considered an original, but all of which shall be considered one and the same agreement. The unenforceability for any reason of any provision of this Deed or any other document shall not impair or limit the

operation of validity of any other provision of this Deed or any other agreements now or hereafter existing among the Assignor and the Bank. No delay on the part of a party in exercising any right, power or privilege hereunder shall operate as a waiver thereof nor shall any single or partial exercise of any right, power, or privilege hereunder preclude other or further exercises hereof or the exercise of any other right, power or privilege.

9. This Deed shall be governed by English law.
10. Clause 11.2 of the Guarantee is hereby incorporated into this Deed, *mutatis mutandis* as if:
  - (a) references therein to the "Guarantor" and "Beneficiary" were references to the "Assignor" and the "Bank" respectively; and
  - (b) the reference therein to "Clause 10.2" was a reference to "its execution page of this Deed".
11. The parties do not intend that any term of this Deed shall be enforceable under the Contracts (Rights of Third Parties) Act 1999 by any person other than the parties.

This Deed has been duly executed as a deed and delivered on the date stated at the beginning of this Deed.

Executed and delivered as a deed by:

Huawei Technologies (UK) Co., Ltd.

acting by

(Name of Signatory)

Liao Jing

(Signature)

and

ZHANG WEI

(Name of Signatory)

(Signature)

Witness

Signature :

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Name :

WAN TUO

Address :

6 Havergate way Reading RG2 0GW

Notice details

Address:

Fax number:

Executed and delivered as a deed by:

DBS Bank Ltd,

Witness

Signature:

Name: Shermaine Goh


Address:

12 Marina Boulevard, Level 46, MBFC Tower 3

Notice details

Address:

Fax number:

  
(Signature of representative)

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(Name of representative)