

DATE: \_\_\_\_\_

**THE GOVERNMENT OF  
THE HONG KONG SPECIAL ADMINISTRATIVE REGION**

**and**

**(Name of ProdCo)**

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**FILM PRODUCTION FINANCING SCHEME**

**MASTER DEFINITIONS SCHEDULE**

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**“(English Film Title)”**

**《(Chinese Film Title)》**

**(Case No.: CCIB/CHK/FS 24/5/10/\_/20\_\_)**

## MASTER DEFINITIONS SCHEDULE

### 1. DEFINITIONS

The following terms when used herein and in other Transaction Documents shall bear the same meanings as set out below, unless otherwise defined therein or the context otherwise requires.

- “Accounting Records”** means complete and accurate books and records of all income, expenditure, and liabilities in respect of the Production and distribution of the Film;
- “Action(s)”** means any and all claims, actions, demands, judgments, liabilities, costs or proceedings whatsoever in respect of the Film and its underlying, ancillary and secondary rights materials including the Work on which the Screenplay is based and the Screenplay and any and all Intellectual Property Rights and other rights therein;
- “Answer Print”** means a version of the Film that is printed to film after colour correction on an interpositive or negative and after editing, dubbing and other related audio work and special effects sequences have been finished to a degree satisfactory for pre-release screenings for test audiences, and which may be further edited for producing the Film to the point of Completion of the Film required by the Government under the PFA;
- “Approved Overages”** means all Production Expenses which, if incurred, would cause the Production Budget to be exceeded either in nature or amount of expense and which is approved by the Government to qualify as Production Expenses under the PFA;
- “Associate”** of any person means:
- (a) a relative or partner of that person; or
  - (b) a company one or more of whose company directors is in common with one or more of the company directors of that person;
- “Associated Person”** in relation to another person means:
- (a) any person who has Control, directly or indirectly over the other; or
  - (b) any person who is Controlled, directly or indirectly, by another; or
  - (c) any person who is Controlled by, or has Control over, a person at (a) or (b) above;

<b>“Audited Statement”</b>	means the final audited cost statement for the Film as more particularly described in Clause 19.5 of the Standard Terms and as certified as accurate by the Auditor;
<b>“Auditor”</b>	means the Auditor set out in the Main Elements;
<b>“Bank Account(s)”</b>	means the Production Account(s) and the Collection Account and any other account established in connection with the Production and distribution of the Film;
<b>“Bank Mandate”</b>	means the Government-approved bank mandate in respect of the Production Account(s) and, if applicable, the Bank Account(s);
<b>“Cashflow Schedule”</b>	means the cashflow schedule for the Film attached as Schedule 3 of the PFA (as may be amended from time to time pursuant to Clause 6.3 of the Special Terms of the PFA);
<b>“Chain of Title”</b>	in relation to any work in which any Intellectual Property Rights or moral rights subsist, means a set of documents which shows and deduces how “title” to or ownership of and the rights and interest of the work have been transmitted to its current owner from its original author/creator and how the moral rights of the author/creator/director/performer of the work have been transmitted to or released or waived in favour of its current owner including all related Intellectual Property Rights assignments from Film Producer, Film Director, Screenwriter, Leading Actor and Actress, Supporting Actor and Actress, Director of Photography, Art Director, Costume Designer, Composer, Image Designer (if any), Visual Effects Director (if any), etc. and Authorization Letter of Work on which the screenplay is based (if any);
<b>“CO”</b>	means the Copyright Ordinance (Cap. 528 of the Laws of Hong Kong);
<b>“Collection Account”</b>	means the trust account established by the Collection Agent (details of which are set out in Clause 2.3 of the Special Terms) into which Gross Receipts shall be paid;
<b>“Collection Account Management Agreement”</b>	means the agreement among ProdCo, Government, the Financiers (other than Government), the Collection Agent and other parties (if any) in respect of the collection and application of Gross Receipts;

<b>“Collection Agent”</b>	means the entity engaged as Collection Agent for the Film as set out in the Main Elements;
<b>“Company Director”</b>	means any person occupying the position of company director by whatever name called and includes a de facto or shadow director of a company;
<b>“Completion”</b>	in relation to the Film, means the Film (being a feature drama film) that is produced and completed in all respects for commercial distribution by Distributors of the Film, and is ready for immediate commercial release in Hong Kong commercial theatres;
<b>“Conditions Precedent”</b>	means the conditions precedent set out in Clause 5 of the Special Terms;
<b>“Control”, “Controlled by”, “Controlling Interest”</b>	<ol style="list-style-type: none"> <li>1. means the power of a person (including any Associate or Associated Person), directly or indirectly (whether through one or more intermediaries or otherwise) to direct or influence or cause the direction or influence of the management, policies or affairs of another person in one or more of the following ways: <ol style="list-style-type: none"> <li>(a) by means of the holding of shares or interests or the possession of voting power in or in relation to that or any other person; or</li> <li>(b) by virtue of powers conferred by any constitution, memorandum or articles of association, partnership, agreement or arrangement (whether legally enforceable or not) affecting that or any other person; or</li> <li>(c) by virtue of holding office as a Company Director in that or any other person; or</li> <li>(d) by any other means;</li> </ol> </li> <li>2. <b>“influence”</b> for the purpose of this definition includes the holding of 15% or more of the shares or interests or the possession of voting power in or in relation to any person referred to in (a) above;</li> </ol>
<b>“CreateHK”</b>	means the Create Hong Kong of the Government;
<b>“Delivery”</b>	in relation to the Film means delivery of the Film to the Government or its designated person on the Delivery Date;
<b>“Delivery Date”</b>	means the Delivery Date set out in the Main Elements;

<b>“Delivery Materials”</b>	means those materials to be delivered to Government in accordance with Clause 18 of the Standard Terms and as set out in Schedule 4 of the PFA;
<b>“Distributor(s)”</b>	means any party to whom distribution rights in the Film have been assigned, licensed or sub-licensed including the HK Distributor;
<b>“Duly Certified”</b>	<p>means a document certified as a true copy:</p> <ul style="list-style-type: none"> <li>(a) in a company's place of incorporation- <ul style="list-style-type: none"> <li>(i) by an official of the government of that place to whose custody the original of the document is committed;</li> <li>(ii) by a notary public practising in that place;</li> <li>(iii) by a lawyer practising in that place;</li> <li>)</li> <li>(iv) by a professional accountant practising in that place;</li> <li>(v) by an officer of a court of law duly authorized by the law of that place to certify documents for any judicial or other legal purpose; or</li> <li>(vi) by a professional company secretary practising in that place;</li> </ul> </li> <li>(b) in Hong Kong- <ul style="list-style-type: none"> <li>(i) by a notary public practising in Hong Kong;</li> <li>(ii) by a solicitor practising in Hong Kong;</li> <li>(iii) by a certified public accountant (practising) within the meaning of section 2 of the Professional Accountants Ordinance (Cap 50);</li> <li>(iv) by an officer of the court in Hong Kong who is authorized by law to certify documents for any judicial or other legal purpose;</li> <li>(v) by a consular officer of the place of incorporation of the company; or</li> <li>(vi) by a professional company secretary practising in Hong Kong;</li> </ul> </li> <li>(c) by an officer of that company; or</li> <li>(d) by the authorized representative of that company;</li> </ul>
<b>“Event(s) of Default”</b>	means any event specified in Clause 26 of the Standard Terms;
<b>“Film”</b>	means a colour 35mm (or such other format as shall be approved by Government) feature film as set out in the Main Elements and the term “Film” where the context

permits means a recording on any medium from which a moving image may by any means be produced and includes all literary, dramatic, artistic and musical material (including any commentary) incorporated into or synchronised with or otherwise forming part of the Film or produced for the purposes thereof and all sound recordings included in the soundtrack album of the Film and all excerpts from sound recordings or other films incorporated into the Film and all negative and positive material produced in connection with the Film;

**“Financiers”**

means the Government together with the persons listed as “Other Financiers” in the Main Elements and any other contributing financiers in respect of the Film;

**“Force Majeure”**

means:

- (a) any supervening outbreak of war affecting Hong Kong or any other part of the PRC (whether war be declared or not), hostilities, invasion, acts of foreign enemies, rebellion, terrorism, revolution, military or usurped power, overthrow (whether by external or internal means) of the Government or the government of the PRC, civil war, riot or civil disturbances;
- (b) influenza pandemic, Severe Acute Respiratory Syndrome affecting Hong Kong or any other part of the PRC;
- (c) ionising radiations or contamination by radioactivity from any nuclear fuel, or from any nuclear waste or from the combustion of nuclear fuel or from radioactive, toxic, explosive or other hazardous properties or from any explosive nuclear assembly or nuclear component thereof;
- (d) tempest, earthquake or other natural disaster;
- (e) fire;
- (f) any supervening catastrophic event which is similar to any of the events set out in (a) to (e) above,

and which (1) is not caused or contributed to by ProdCo, its Associates or Associated Persons or any employee or agent or ex-employee or ex-agent thereof, and (2) prevents the performance of ProdCo’s duties and obligations under the PFA;

**“Government”**

means the Government of Hong Kong;

**“Government Charge”**

means a deed of security assignment and first fixed charge (in the form as determined by the Government)

in favour of the Government as security for the performance and discharge of the Secured Obligations;

<b>“Government Finance”</b>	shall have the meaning set out in Clause 2 of the Special Terms;
<b>“Government Representative”</b>	means the Government’s nominated representative as set out in Clause 7 of the Special Terms;
<b>“Gross Receipts”</b>	means the Gross Revenues actually received by the Collection Agent and paid into the Collection Account, including such parts of Gross Revenues which may be withheld in accordance with the Collection Account Management Agreement;
<b>“Gross Revenues”</b>	means all monies derived from the distribution, exhibition and exploitation of the Film and any secondary and/or ancillary rights therein throughout the world due to be paid to ProdCo and/or the Financier(s) and/or the Sales Agent and/or the Collection Agent (whether by sub-sales agent(s), Distributor(s), sub-distributor(s) or otherwise pursuant to all agreements (including all distribution agreements) in connection with the Film) including all recovered withholding tax (if any);
<b>“HIBOR”</b>	means the rate for the relevant period displayed on Reuters screen page 9898 on the day on which HIBOR would customarily be fixed for such period. If the agreed page or service is replaced or ceases to be available, Government may, after consultation with other parties of the relevant Transaction Documents, specify another page or service displaying the appropriate rate;
<b>“HK Distribution Agreement”</b>	means the distribution agreement entered into between ProdCo or the Sales Agent, as applicable, and the HK Distributor granting the distribution rights in the Film in Hong Kong;
<b>“HK Distributor”</b>	means the entity who acquires the distribution rights in the Film in Hong Kong;
<b>“Hong Kong”</b>	means the Hong Kong Special Administrative Region of the People’s Republic of China;
<b>“Inducement Letter”</b>	means an inducement letter in the form set out in Appendix B of the PFA to be entered into by the Film Producer(s) of the Film and delivered to Government;

<b>“Insurance Policies”</b>	means the Production insurance policies effected in respect of the Film pursuant to Clause 9 of the Standard Terms;
<b>“Intellectual Property Rights”</b>	means patents, trade marks, service marks, trade names, design rights, copyright, domain names, database rights, rights in know-how, new inventions, designs or processes and other intellectual property rights whether now known or created in future (of whatever nature and wherever arising) and in each case whether registered or unregistered and including applications for the grant of any such rights;
<b>“Inter-party Agreement”</b>	means the inter-party agreement among the Financiers, ProdCo and Collection Agent and other parties (if any) which provides for the respective rights and obligations of the parties in relation to the Film and the priorities between and ranking of the respective claims of the Financiers;
<b>“Interest”</b>	means indirect interest, legal or equitable, held by a person (“first person”) (through one or more intermediaries) in the shares or capital contribution of another person (“second person”) such that the percentage interest attributable to the first person in the shares or capital contribution of the second person is equal to 15% or more;
<b>“Laboratory”</b>	means the film processing laboratory(ies) and/or facility house(s) set out in the Main Elements;
<b>“Laboratory Pledgeholder’s Agreement”</b>	means the laboratory pledgeholder’s agreement relating to the Film among ProdCo, the Government and the Laboratory;
<b>“Late Interest”</b>	means, in relation to a payment under a Transaction Agreement that is not paid on the due date for payment, interest at HIBOR (computed by reference to an interest period selected by the recipient of that payment) plus 1.5 per cent per annum;
<b>“Leading Cast”</b>	means the persons listed as “Leading Cast” in the Main Elements;
<b>“Main Elements”</b>	means those main elements of the Film set out in Clause 1 of the Special Terms;
<b>“Master Materials”</b>	means all takes, masters, negatives, positives, video, sound and other materials and/or recordings created for

the Production of the Film, whether incorporated into the Film or not;

**“Music”**

means the Original Music and the Source Music;

**“Original Music”**

means all original musical works (and, if applicable, accompanying literary works) and sound recordings created for the Production of the Film, whether incorporated into the Film or not;

**“out-of-context” use**

means a term which is used in a music licence to authorize a Licensee the right to use the Source Music in isolation for purposes including trailers, spots and commercials, advertising, promoting, or publicizing the Film, other than the right to use the Source Music in synchronization with a visual in the Film;

**“Overspend”**

means all sums incurred in connection with the Production of the Film in excess of the Production Budget Amount;

**“Participation”**

means in relation to a body corporate, a holding or a beneficial entitlement to shares in that body corporate, a right to acquire or subscribe for shares in that body corporate, the possession of voting power in that body corporate, or the right to acquire voting power in that body corporate other than:

- (a) a holding or beneficial entitlement which is less than 15% of the issued share capital of that body corporate;
- (b) a right to acquire or subscribe for those shares which, together with any existing holding or beneficial entitlement, represents or would represent less than 15% of the issued share capital of that body corporate;
- (c) the possession of voting power in respect of less than 15% of the issued share capital of that body corporate; and
- (d) a right to acquire that voting power which, together with any existing voting power, represents less than 15% of the issued share capital of that body corporate;

**“PFA”**

means the production finance agreement entered into between ProdCo and the Government;

**“Post-Production”**

in relation to the Film means the performance of all post-production services, acts, matters or things including looping, dubbing, voice-overs, retakes, trick shots, optical soundtracks, foreign language versions,

cover shots, added scenes and reshooting for the Film for producing the Film to the point of Completion of the Film required by the Government under the PFA;

- “Potential Event of Default”** means any condition, event or act which would become with the passage of time, the giving of notice, the making of any determination under any of the Required Documents or the Transaction Documents or any combination thereof, an Event of Default;
- “PRC”** means the People’s Republic of China;
- “Principal Photography”** means the shooting of the Film;
- “ProdCo”** means **(Name of ProdCo)** (Certificate of Incorporation No. \_\_\_\_\_), a limited liability company incorporated under the Companies Ordinance (Cap. 32 of the Laws of Hong Kong);
- “Production”** in relation to the Film means the performance of all production services, acts, matters or things and Post-Production in accordance with the Production Schedule for producing the Film to the point of Completion of the Film required by the Government under the PFA;
- “Production Account(s)”** means the production trust account(s) established for the Production of the Film and subject to the terms of the Bank Mandate details of which are set out in Clause 2.2 of the Special Terms;
- “Production Budget”** means the Production budget for the Film attached as Schedule 2 of the PFA;
- “Production Budget Amount”** means the Production Budget Amount set out in the Main Elements;
- “Production Expenses”** means all production and operating costs, fees and expenses actually incurred by ProdCo under this Agreement in accordance with the Production Budget and Production Schedule in respect of the Production of the Film, and (subject to Clause 6 of the Special Terms) which is either covered by the Production Budget Amount or which are sums incurred in connection with the Production of the Film in excess of the Production Budget Amount, including employee and contractor salaries, fees and expenses, general and administrative expenses, equipment costs, expendable supplies and parts costs for the Production and post-Production of the Film;

<b>“Production Fee”</b>	means the Production Fee set out in the Main Elements;
<b>“Production Materials”</b>	means any costumes, props, equipment, goods, materials, software and other tangible or intangible assets or properties acquired, produced, hired or leased for the Production of the Film;
<b>“Production Schedule”</b>	means the Production schedule for the Film attached as Schedule 5 of the PFA (including the Shooting Schedule in relation to the Film submitted to the Government, subject to such modifications as may be required by the Government from time to time);
<b>“Recoupment Schedule”</b>	means the recoupment schedule as set out in Schedule 6 of the PFA;
<b>“Relative”</b>	means the spouse, parent, child, brother or sister of the relevant person, and, in deducing such a relationship, an adopted child shall be deemed to be a child both of the natural parents and the adopting parent and a step child to be a child of both the natural parent and of any step parent;
<b>“Required Documents”</b>	means the PFA and all those documents referred to in Clause 5 of the Special Terms and any other agreements over which Government has the right of approval;
<b>“Sales Agent”</b>	means the entity engaged to sell the Film as set out in the Main Elements;
<b>“Sales Agent’s Expenses”</b>	means: <ul style="list-style-type: none"> <li>(a) Sales Agent’s out-of-pocket costs for screenings, advertising (including without limitation Sales Agent’s share of co-op advertising), promotional materials, promotional tours of actors or the Film Director, creative fees and publicity; print and trailer manufacturing; cassettes; packaging, shipping (unless paid for by exhibitor), handling, storage, insurance and customs; dubbing and subtitles; format conversion and editing; censorship; Intellectual Property Rights registration and all required insurance premiums, including without limitation, Distributor’s errors and omissions insurance; and fees, licences and clearances which Sales Agent may be required to pay, if any; and</li> </ul>

- (b) Sales Agent's out-of-pocket expenses (e.g., travel, hotels, temporary personnel, sales offices, entertainment, equipment rentals, sales trips, public relations fees and overhead expenses, and so forth) incurred in connection with the sale of the Film and attending various sales markets where the Film will be offered to Distributors for Areas Outside HK.

For the avoidance of doubt, sub-sales agent(s)', Distributor(s)' and sub-distributor(s)' expenses incurred in connection with the Film shall not be treated as Sales Agent's Expenses;

<b>“Sales Estimates”</b>	means the worldwide sales estimates for the Film prepared by the Sales Agent;
<b>“Screenplay”</b>	means the screenplay referred to in Clause 1 of the Special Terms;
<b>“Secured Obligations”</b>	means all obligations of ProdCo under or pursuant to the PFA;
<b>“Source Music”</b>	means musical works (and accompanying literary works) and sound recordings not specifically composed or created for use in the Film and incorporated into the soundtrack of the Film;
<b>“Special Terms”</b>	means the clauses in the section entitled ‘Special Terms’ of the PFA;
<b>“Standard Terms”</b>	means Schedule 1 of the PFA;
<b>“Theatrical Release of the Film in Hong Kong”</b>	means the screening of the Film in at least one Hong Kong registered cinema (such cinema shall have at least five shows per day during the period when the Film released in the cinema) of which film tickets shall be opened for public sale, and the record of the screening of the Film is recorded in the Hong Kong Box Office System run by the Hong Kong Theatres Association Limited;
<b>“Transaction Documents”</b>	means PFA, this Master Definitions Schedule, Government Charge, Laboratory Pledgeholder's Agreement and Inter-party Agreement;
<b>“Underspend”</b>	means the amount by which the final cost of the Production contained in the Audited Statement is less than the Production Budget Amount;

<b>“VAT/GST (if any)”</b>	means Value Added Tax or Goods and Services Tax pursuant to the ordinances or rules which are enacted in Hong Kong (if any) and each like tax from time to time imposed in addition to or in substitution for Value Added Tax or Goods and Services Tax;
<b>“Writer(s)”</b>	means the Writer of the Screenplay as set out in the Main Elements; and
<b>“Work on which the Screenplay is based”</b>	means the literary or dramatic work on which the Film is based as described in the Main Elements (if applicable).

## 2. CONSTRUCTION OF CERTAIN REFERENCES

In each of the Transaction Documents and herein, unless otherwise provided or the context otherwise requires:

- (a) an **"affiliate"** of a company or corporation means any company which is ultimately owned by the same holding company or corporation as the first-mentioned company or corporation or by any holding company or corporation of the first-mentioned holding company or corporation **provided that** for the purposes of the definition of **"outstanding"**, an **"affiliate"** of or a person **"affiliated"** with, a specified person shall mean a person that directly, or indirectly through one or more intermediaries, controls or is controlled by, or is under common control with, the person specified;
- (b) a **"document"** means any deed, instrument (including a negotiable instrument) or other document of any kind;
- (c) a **"Group"** shall, in relation to a company or corporation, be construed as a reference to:
  - (i) such company or corporation;
  - (ii) any subsidiaries of such company or corporation;
  - (iii) any holding company or corporation of such company or corporation; and
  - (iv) any subsidiaries of the holding company or corporation of such company or corporation;
- (d) a **"holding company"** of a company or corporation shall be construed as a reference to any company or corporation of which the first-mentioned company or corporation is a subsidiary;
- (e) **"indebtedness"** shall be construed so as to include any obligation (whether incurred as principal or as surety) for the payment or repayment of monies, whether present or future, actual or contingent;
- (f) **"or** is a reference to an **"inclusive or"**;
- (g) **"person"** shall be construed as a reference to any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing;
- (h) **"repay"**, **"redeem"** and **"pay"** shall each include both the others and **"repaid"**, **"repayable"** and **"repayment"**, **"redeemed"**, **"redeemable"** and **"redemption"** and **"paid"**, **"payable"** and **"payment"** shall be construed accordingly and **"repay"** (or any derivative form thereof) shall, subject to any contrary indication, be construed to include **"prepay"** (or, as the case may be, the corresponding derivative form thereof);

- (i) a "**subsidiary**" of a company or corporation shall be construed as a reference to any company or corporation:
  - (i) which is controlled, directly or indirectly, by the first-mentioned company or corporation; or
  - (ii) more than half the issued share capital of which is beneficially owned, directly or indirectly, by the first-mentioned company or corporation, and, for these purposes, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to control the composition of its board of company directors or equivalent body;
- (j) "**wholly-owned subsidiary**" of a company or corporation shall be construed as a reference to any company or corporation which has no other members except (i) that other company or corporation and that other company's or corporation's wholly-owned subsidiaries or (ii) persons acting on behalf of that other company or corporation and/or its wholly-owned subsidiaries;
- (k) the "**winding-up**", "**dissolution**" or "**administration**" of a company or corporation shall be construed so as to include any equivalent or analogous proceedings under the law of the jurisdiction in which such company or corporation is incorporated or organised or any jurisdiction in which such company or corporation carries on business including the presentation of a petition for, or the passing of a resolution for, or the making of an order for liquidation, winding-up, reorganisation, dissolution, administration, arrangement, adjustment, protection or relief of debtors;
- (l) any reference to an act to be done by ProdCo means an act to be done by ProdCo itself or (subject to subcontracting permitted) an agent of ProdCo;
- (m) any reference to an act that shall be refrained to be done by ProdCo includes an obligation on the part of ProdCo to ensure that such act will not be caused or permitted to be done by ProdCo;
- (n) words denoting the singular number only shall include the plural number also and vice versa;
- (o) words denoting one gender only shall include the other genders;
- (p) all references to costs or charges or expenses shall include any VAT or similar tax charged or chargeable in respect thereof;
- (q) all references to "**losses**" include all liabilities, loss, damages, compensation, penalties, fines, costs, disbursements and expenses arising from any claim, demand, action or proceedings;
- (r) all references to a statute, any provision thereof or to any statutory instrument, order or regulation made thereunder shall be construed as a reference to such statute, provision, statutory instrument, order or regulation as the same may have been, or may from time to time be, amended or re-enacted;
- (s) all references to "**law**" shall be construed so as to include the Basic Law of Hong Kong; any common and customary law; and any constitution, decree, judgment, legislation, code, order, ordinance, regulation, rule, statute, treaty or other legislative measure applicable to Hong Kong, and "**lawful**" shall be construed accordingly;
- (t) references to schedules, appendices, clauses, sub-clauses, paragraphs and sub-paragraphs shall be construed as references to the schedules and appendices to the documents in which they appear respectively and to the clauses, sub-clauses, paragraphs and sub-paragraphs in the documents in which they appear respectively and, unless otherwise stated, reference to sub-clauses are references to sub-clauses of the clause in which the reference appears;
- (u) any reference to and the definition of any document including this Master Definitions Schedule shall be deemed to be a reference to such document (including, for the

avoidance of doubt, any schedules and/or appendices thereto) as from time to time amended, supplemented, modified, novated or replaced (in whole or in part), but disregarding any amendment, supplement, variation or replacement taking place in breach of the terms of such document or any Transaction Document;

- (v) any references to a party to a Transaction Document includes any person deriving title from that party and any of its replacements, successors or permitted assigns;
- (w) any references to any person shall include any individual, any form of body corporate, unincorporated association, firm, partnership, joint venture, consortium, association, organisation or trust (in each case whether or not having a separate legal personality);
- (x) any references to a “**day**” means a calendar day (including without limitation a Saturday, a general holiday within the meaning of the General Holidays Ordinance (Cap. 149) and any day on which a black, red or amber rainstorm warning signal or tropical cyclone warning signal is hoisted in Hong Kong); and a time of day shall, unless otherwise specified, be construed as a reference to Hong Kong time;
- (y) clause, sub-clause and schedule headings in any Transaction Document are for ease of reference only;
- (z) whenever the expression “including” is used in this Agreement, it shall be deemed to mean “including without limitation”;
- (aa) expression used in this Agreement which are defined in the CO, shall unless the context otherwise requires, have the meanings ascribed to them in the CO;
- (bb) any agreement, consent or approval to be given by the Government may be given or withheld in its discretion, and subject to any conditions as the Government may consider appropriate, must be in writing, must be given before the act or matter or thing for which agreement, consent or approval is required and must be signed by the Government or a duly authorised person on its behalf to be effective under a Transaction Document. Failure by the Government to give any agreement, consent or approval shall be deemed a denial or refusal;
- (cc) the Government’s obligations under the PFA as a commercial contracting party shall not fetter the powers, discretions and duties of any Government departments or officers under the law to the extent that such departments or officers are to act in a governmental capacity or as a competent authority;
- (dd) words and expressions extend to their grammatical variations and cognate expressions where those words and expressions are defined in this Master Definitions Schedule or by reference to any other definition; and
- (ee) when a copy of any instrument is required pursuant to any Required Documents or Transaction Documents, the copy shall be Duly Certified as a true copy of the original instrument.

### **3. COUNTERPART PROVISION**

This Master Definitions Schedule may be signed in one or more counterparts, all of which, when taken together shall constitute one and the same agreement.

### **4. EXECUTION**

**THE PARTIES HAVE EXECUTED THIS MASTER DEFINITIONS SCHEDULE ON**

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**SIGNED BY** )  
**Gary MAK** )  
**Assistant Head of Create Hong Kong (2)** )  
**for and on behalf of THE GOVERNMENT** )  
**OF THE HONG KONG SPECIAL** )  
**ADMINISTRATIVE REGION** )

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**in the presence of :**

\_\_\_\_\_ **(Witness's signature)**

**Name :** \_\_\_\_\_

**Address :** 40/F, Revenue Tower, 5 Gloucester Road, Wanchai, Hong Kong

**SIGNED BY** )  
**(name of company director)** )  
\_\_\_\_\_ )  
**for and on behalf of** ) **(signature(s) of ProdCo's**  
**(name of ProdCo)** ) **authorized signatory(ies))**  
\_\_\_\_\_ )  
\_\_\_\_\_ )  
\_\_\_\_\_ )  
\_\_\_\_\_ )  
\_\_\_\_\_ )  
**(ProdCo's Chop)**

**in the presence of :**

\_\_\_\_\_ **(Witness's signature)**

**Name :** \_\_\_\_\_

**Address :** (address of ProdCo)