

This Amended and Restated Administration Agreement is made this ____ day _____ 2022.

Between:

- (1) **Platinum Securities Cayman SPC Limited**, a segregated portfolio company incorporated in the Cayman Islands (the "**SPC**"), for the account of its general assets (the "**General Assets**") and for the account of each Segregated Portfolio (as defined below) which becomes bound by and takes the benefit of the terms of this Agreement by the execution of a supplement in the form attached as an Exhibit hereto (the "**Supplement**"), the registered office of which is at PO Box 1093, Queensgate House, Grand Cayman, KY1-1102, Cayman Islands; and
- (2) **MaplesFS Limited**, whose principal office is at PO Box 1093, Boundary Hall, Cricket Square, Grand Cayman, KY1-1102, Cayman Islands (the "**Administrator**").

Whereas:

- (A) The SPC and the Administrator executed an Administration Agreement on 25 February 2021 (the "**Original Administration Agreement**") and intend to amend and restate that agreement in its entirety by replacing it with this amended and restated administration agreement (as amended and restated, the "**Agreement**").
- (B) The SPC has been established for the purpose of: (i) issuing notes (the "**Notes**") from time to time in one or more series (each a "**Series**") which will have recourse only to the assets of the related segregated portfolio of the SPC (each a "**Segregated Portfolio**") under the Secured Note Programme (the "**Programme**") described in the Programme Memorandum dated 30 March 2021 relating to the Programme and the applicable Series Memorandum relating to a Series in accordance with the terms and conditions thereof, with each such Series or Obligations being issued pursuant to the Master Trust Terms, as amended by the Issue Deed in respect of each Series or Obligations (together, the "**Applicable Trust Deed**") between the SPC for the account of a Segregated Portfolio and HSBC Bank USA, National Association (the "**Notes Trustee**" or "**Trustee**"); (ii) entering into and assuming Obligations (as defined in the master definitions dated 31 March 2021 relating to the Programme of the SPC (the "**Master Definitions**")) which will only have recourse to the assets of the related Segregated Portfolio; and (iii) entering into ancillary documents and arrangements in respect thereof (the "**Business**").
- (C) The SPC has requested the Administrator to provide in the Cayman Islands or such other jurisdiction as may be agreed by the parties from time to time certain management and administrative and related services which the Administrator has agreed to do subject to the terms and conditions hereinafter appearing. The Administrator is licensed by the Cayman Islands Monetary Authority whose contact details are available at www.cima.ky.
- (D) Terms used herein and not otherwise defined shall have the meanings ascribed to them in the Applicable Trust Deed.

It is agreed as follows:

1 Amendment and Restatement

The Original Administration Agreement be and hereby is amended and restated in its entirety and replaced by this Agreement with effect from the date hereof.

2 Appointment of Administrator

The SPC, for the account of its General Assets and, as appropriate, each Segregated Portfolio in respect of which the SPC has executed a Supplement, hereby retains the Administrator and the Administrator agrees to provide such services as are set out below for the period from:

- (i) the date the directors of the SPC were appointed (the "**Effective Date**") to the date on which the SPC is dissolved or the date on which the Agreement is terminated in accordance with Clause 8, if earlier; or
- (ii) as regards services relating specifically to a Segregated Portfolio, the date the Supplement relating to that Segregated Portfolio was executed (the "**SP Effective Date**") to the date of receivership of such Segregated Portfolio or the date on which this Agreement is terminated in relation to such Segregated Portfolio in accordance with Clause 8, if earlier.

3 Services to be Provided

3.1 The Administrator hereby agrees, in respect of the SPC for the account of its General Assets and, as appropriate, each Segregated Portfolio in respect of which the SPC has executed a Supplement, to perform and provide the services necessary and appropriate to the management of the Business in and from within the Cayman Islands or such other jurisdiction as may be agreed by the parties from time to time as follows:

- (a) to provide signatories on the SPC's bank accounts, including accounts related to any Segregated Portfolio, from among the Administrator's employees;
- (b) to prepare and maintain such books and records of the SPC and all Segregated Portfolios in the Cayman Islands as may be required in the normal course of the Business and as may be agreed between the parties and in order to comply with any laws or regulations of the Cayman Islands or any agreement to which the SPC, for the account of its General Assets or, as appropriate, for the account of any Segregated Portfolio, is a party and in such form and manner as may be agreed upon from time to time;
- (c) to deal with correspondence relating to the Business;
- (d) to provide the services of two or more directors of the SPC in the Cayman Islands or such other jurisdiction as may be agreed by the parties from time to time;
- (e) to provide a company secretary of the SPC if required;
- (f) to provide registered office facilities to the SPC in accordance with the Administrator's standard terms and conditions;
- (g) to make available non-exclusive telephone, facsimile and postal address or post office box facilities and within its premises such non-exclusive space as may be necessary for the purposes of the Business and in particular but without limitation facilities for meetings of the directors from time to time;
- (h) not to undertake actions inconsistent with the terms of the Memorandum and Articles of Association of the SPC or any agreements to which the SPC, for the account of its General Assets or for the account of any Segregated Portfolio is a party and copies of which have

been provided to the Administrator and, without prejudice to the foregoing, not to enter into, on behalf of the SPC for the account of its General Assets or any Segregated Portfolio, any commitments, loans or obligations or charge, mortgage, pledge, encumber or otherwise restrict or dispose of any property or assets of the SPC or attributable to any Segregated Portfolio other than as contemplated by an Information Memorandum, an Information Memorandum Supplement, an Applicable Trust Deed, a Series Supplement or any documentation relating to the entering into or the assumption of Obligations and generally not to undertake actions inconsistent with the Business;

- (i) to keep confidential all documents, materials and other information relating to the Business and not to disclose any of the aforesaid without the prior consent of the SPC unless it is necessary to protect the interests of the Administrator or pursuant to an order of any court or authority with jurisdiction over the Administrator, the SPC or any Segregated Portfolio or as contemplated by the Conditions, the Applicable Trust Deed or any other document relating or ancillary to the issue of the Notes or the entry into or the assumption of Obligations; and
- (j) to perform all services and take all actions in connection with this Agreement in or from within the Cayman Islands or such other jurisdiction as may be agreed by the parties from time to time.

3.2 The Administrator may refuse to perform any or all of the services to be provided under this Agreement if, in its sole and unfettered discretion, to do so would constitute a criminal or regulatory offence in the Cayman Islands.

4 Fees

4.1 The SPC shall pay the Administrator, for the account of the General Assets, an acceptance fee of US\$6,000 and an annual fee (the "**Base Fee**") of US\$7,500 per annum (pro rated for part years or as otherwise agreed but subject, in all cases other than the calendar year in which this Agreement is signed, to a minimum of 50% of such amount) payable on the establishment of the Programme and annually thereafter in advance of 1 January in each year.

4.2 The SPC shall pay the Administrator, for the account of each Segregated Portfolio, a transaction fee (the "**SP Fee**") of US\$2,000 upon the issuance of each Series following the first Series and shall settle on behalf of and indemnify the SPC for the account of each Segregated Portfolio in respect of which the SPC has executed a Supplement.

4.3 The SPC shall pay the Administrator registered office fees in accordance with the Administrator's standard terms and conditions for the provision of registered office services.

4.4 If the Administrator is required to complete IRS Form 8957 on the SPC's behalf and register the SPC for a Global Intermediary Identification Number pursuant to the US Foreign Account Tax Compliance Act and the Cayman Islands legislation implemented to adopt the foregoing under the Model 1(b) (non-reciprocal) intergovernmental agreement ("**IGA**") signed by the Cayman Islands and US Governments on 29 November 2013, then the SPC shall pay the Administrator a registration fee of US\$1,500. If an officer or employee of the Administrator acts as the point of contact for the SPC with the Cayman Islands Tax Information Authority, then the SPC shall pay the Administrator a fee (the "**PPOC Fee**") of US\$2,000 per annum payable on the date hereof and annually thereafter in advance on 1st January in each year. The PPOC Fee may be increased by the Administrator as set out in Clause 4.7.

- 4.5 If the Administrator is required to complete any regulatory, KYC, tax withholding, self-certification forms or to adopt other regulatory procedures or make filings on the SPC's behalf, then the SPC shall pay the Administrator a fee calculated in accordance with the Administrator's fees in effect at that time.
- 4.6 If the aggregate hours of work performed by the directors provided by the Administrator exceeds 12 hours in any year, additional fees may be charged by the Administrator at its hourly rates from time to time in effect.
- 4.7 The Base Fee and the PPOC Fee shall each increase automatically by 5% (from the then-current amount) upon the two-year anniversary of the Effective Date and each subsequent two-year anniversary of the Effective Date thereafter. The SP Fee shall increase automatically by 5% (from the then-current amount) upon the two-year anniversary of the SP Effective Date and each subsequent two-year anniversary of the SP Effective Date thereafter.
- 4.8 Where the SPC is required to consider or engage in further activities, litigation or other exceptional matters, additional fees will be subject to further negotiation at the relevant time and in the absence of contrary agreement additional fees will be charged by the Administrator at its hourly rates from time to time in effect which shall be paid for the account of the Segregated Portfolio to which such further activities, litigation or other exceptional matters relate.
- 4.9 The SPC shall also pay or reimburse the Administrator for its out-of-pocket expenses for photocopying, fax, telephone, printing, postage and other communications charges, banking costs and registry fees and other such expenses properly incurred by the SPC or the Administrator on behalf of the SPC including with respect to any Segregated Portfolio throughout the life of the transaction. The SPC shall initially pay to the Administrator a non-refundable sum of US\$1,000 on the date of this Agreement to be applied against the Administrator's out-of-pocket expenses.
- 4.10 At the request of the SPC, the Administrator shall arrange for the preparation of annual balance sheets and profit and loss accounts and, for this service, will charge an additional fee based upon the time engaged by the appropriate officers of the Administrator and any external accountants or other persons engaged by the Administrator for such purpose at their respective hourly rates from time to time in effect or as otherwise agreed.
- 4.11 The SPC shall pay the Administrator, for the account of the General Assets, a retainer fee of US\$4,000 (the "**Retainer Fee**") on account within 30 days of the date of this Agreement to be applied against the costs of the Administrator's delegate and affiliated entity providing liquidation services for the purposes of winding up the SPC voluntarily. The Administrator shall also be entitled to charge the SPC a retainer fee to cover government fees and disbursements and general expenses related to the liquidation of the SPC. If the Administrator's delegate subsequently provides liquidation services, the SPC shall, prior to being placed in liquidation, pay the Administrator or the Administrator's delegate an additional fee in such amount as shall be the difference (if any) between the Retainer Fee and the fee for providing liquidation services in effect at such time. If the Administrator's delegate provides liquidation services and the Retainer Fee is not so paid, the then current fees of the Administrator's delegate for so acting shall be payable by the SPC with due credit being given for any fee paid on account to the Administrator.

5 Liability of Administrator and Indemnity

- 5.1 The Administrator shall not be liable for any damages, losses, costs or expenses whatsoever to or of the SPC, any Segregated Portfolio or any shareholder at any time from any cause whatsoever unless caused by the Administrator's or one or more of its agents' actual fraud or wilful default.
- 5.2 The SPC, for the account of the General Assets and each Segregated Portfolio in respect of which the SPC has executed a Supplement, agrees to indemnify and hold harmless the Administrator, its successors and assigns and their respective directors, officers, shareholders, employees and agents, the directors and officers provided pursuant to Clause 3 and, where any of these are companies, their respective directors, officers, shareholders, employees and agents (collectively, the "**Indemnified Persons**") and each of them, as the case may be, against all liabilities, obligations, losses, damages, penalties, actions, proceedings, claims, judgments, demands, costs, expenses or disbursements of any kind (including legal fees and expenses) whatsoever which they or any of them may incur or be subject to in consequence of this Agreement or as a result of the performance of the functions and services provided for under this Agreement except as a result of the actual fraud or wilful default of the relevant Indemnified Person and this indemnity shall expressly inure to the benefit of any such Indemnified Person existing or future. The SPC shall only be liable under this indemnity for the account of any Segregated Portfolio to the extent such direct loss, liability, actions, proceedings, claims, demands costs or expenses arise out of or attributable to such Segregated Portfolio.
- 5.3 The Administrator is not responsible for and shall have no liability for the contents of any PDMR, PCA or other list compiled or maintained by it on behalf of the SPC under MAR. The SPC acknowledges and agrees that the Administrator shall have no liability in connection with any function that is solely the obligation of the SPC, and in particular, the Administrator shall have no responsibility for the failure of any list compiled under MAR by the Administrator to include any required person or information which is not identified and included in the information provided by the SPC to the Administrator, provided that nothing in this Clause 5.3 shall absolve the Administrator of any liability under Clause 5.1 above in connection with the performance of the Services.
- 5.4 The Administrator and the directors and officers provided pursuant to Clause 3 shall not be required to take any legal action on behalf of the SPC including with respect to any Segregated Portfolio unless fully indemnified to their satisfaction.
- 5.5 The provisions of this Clause 5 shall continue to apply notwithstanding the termination of this Agreement.

6 No Commercial Advice

For the avoidance of doubt, the SPC agrees, for the account of the General Assets and each Segregated Portfolio, that the Administrator is not responsible for the commercial structuring of the Business or for the rendering of investment, commercial, accounting, legal or any other advice whatsoever to the SPC, any Segregated Portfolio or any other person.

7 No Partnership and No Employment Relationship

- 7.1 Nothing herein contained shall constitute a partnership between the parties hereto.

7.2 The directors, officers, employees or agents of the Administrator referred to in Clause 3 shall not be deemed to be employees of the SPC or entitled to any remuneration or other benefits from the SPC.

7.3 The Administrator shall be entitled to provide services of a like nature to those provided under this Agreement to any other person, firm or corporation.

8 Termination of Agreement

8.1 The appointment of the Administrator under this Agreement shall continue until one of the parties gives notice in writing to the other party hereto terminating this Agreement in accordance with Clause 8.2 below.

8.2 Either party may terminate this Agreement:

- (a) by giving at least three (3) months' notice in writing to the other party with a copy to any applicable rating agencies;
- (b) at any time if the other party (in the case of the SPC, whether for the account of the General Assets or any Segregated Portfolio) commits any breach of its obligations under this Agreement; and
 - (i) such breach is not capable of remedy; or
 - (ii) where such breach is capable of remedy fails, within thirty days of receipt of notice served by the other party requiring it to do so, to make good such breach; or
- (c) at any time by giving notice in writing to the other party (with a copy to any applicable rating agencies at any time within twelve months) if the other party and, in the case of the SPC, any Segregated Portfolio goes into liquidation, is dissolved or becomes subject to any other form of insolvency, receivership or dissolution proceedings (except as a voluntary liquidation or dissolution for the purposes of reconstruction or amalgamation upon terms previously approved in writing by the party otherwise entitled to serve notice) or commits any other act of bankruptcy under applicable laws.

8.3 Upon termination of this Agreement, the Administrator shall, at the expense of the SPC or its liquidator, as the case may be, deliver to the SPC, or as it shall direct, all books of account, records, registers, correspondence, documents and all assets relating to the affairs of or belonging to the SPC and in the possession of or under the control of the Administrator and shall take all necessary steps to vest in the SPC or any new administrator or liquidator, as the case may be, any assets previously held in the name of or to the order of the Administrator on behalf of the SPC.

8.4 The SPC shall provide prior written notice to each applicable rating agency and the Notes Trustee or Trustee of any proposed amendment, assignment or termination of this Agreement.

8.5 The termination of this Agreement shall cause the termination of every Supplement relating to each Segregated Portfolio.

9 Non Petition and Limited Recourse

- 9.1 The Administrator agrees that its rights against the SPC under this Agreement are limited to the extent that it will not take any action or proceedings against the SPC to recover any amounts due and payable by the SPC, for the account of the General Assets or any Segregated Portfolio, to it under this Agreement except as expressly permitted by the provisions of this Agreement. The Administrator further agrees that it will not in its capacity as Administrator petition a court for, or take any other action or commence any proceedings for, the liquidation, winding-up, receivership or analogous proceedings of the SPC or any Segregated Portfolio or any other bankruptcy or insolvency proceedings with respect to the SPC or any Segregated Portfolio until one year and one day after the later to occur of repayment of all outstanding Securities (if any) or other satisfaction or extinguishment of all liability with respect thereto. This Clause shall survive termination of this Agreement and may not be amended or waived.
- 9.2 Notwithstanding any provision in this Agreement to the contrary, the rights of recourse of the Administrator against the SPC in respect of liabilities or obligations incurred:
- (a) for the account of the General Assets shall be limited to the amounts from time to time available and comprising the General Assets of the SPC (other than the ordinary share capital and any transaction fee charged by the SPC); and
 - (b) for the account of any Segregated Portfolio shall be limited to the assets of the relevant Segregated Portfolio having satisfied or provided for all other prior ranking liabilities of the SPC for the account of such Segregated Portfolio in accordance with the terms of the relevant transaction documents.

Accordingly, the Administrator shall have no claim or recourse against the SPC, for the account of the General Assets or any Segregated Portfolio, in respect of any amount which is or remains unsatisfied after the application of the funds comprised in the General Assets or the relevant Segregated Portfolio in accordance with this sub-clause and any amount which is or remains unsatisfied after the application of the funds comprising such assets of the SPC or the relevant Segregated Portfolio and any remaining obligation to pay any further unsatisfied amounts shall be extinguished.

10 Notices

Notices to be given under this Agreement shall be delivered by hand or mailed to the address of the relevant party set out herein and where mailed shall be deemed to be duly given on the fifth day after the date of mailing. In the case of notice to the SPC, a copy shall also be delivered by hand or mailed to:

Maples and Calder
PO Box 309, Uglan House
Grand Cayman
KY1-1104
Cayman Islands

Attn: Platinum Securities Cayman SPC Limited

11 Complaints

- 11.1 If the SPC has any complaint about any aspect of the service being provided under this Agreement, it should raise its concern with its usual Maples Group contact. If the complaint is not thereafter

resolved to the SPC's satisfaction, the SPC should email the complaint to notices@maples.com and the complaint will be considered by the head of the applicable operating division.

- 11.2 For the purposes of this Clause 11, "**Maples Group**" means the Administrator and all other direct and indirect subsidiaries of Maples International Holdings Limited as well as the Cayman Islands partnership known as The Maples Group Partnership, and all the entities and undertakings using the name "Maples", "Maples and Calder" or "MaplesFS", including any derivation thereof, listed at www.maples.com/legalnotices.

12 Data Protection

In providing the services and otherwise fulfilling its obligations under this Agreement, the Administrator may from time to time be required to process information which: (i) constitutes "personal data" as defined in section 2 of the Data Protection Law (As Revised) ("**DPL**"); and (ii) is disclosed to or otherwise made available to the Administrator by or on behalf of the SPC ("**Relevant Personal Data**"). The SPC acknowledges and agrees that: (a) to the extent the Administrator acts as a "data controller" (as defined in section 2 of DPL) in respect of the Relevant Personal Data, the Administrator may process the Relevant Personal Data in accordance with the applicable data protection laws (including DPL) and the Administrator's privacy notice (available at <https://www.maples.com/privacy/> or upon request); and (b) to the extent the Administrator acts as a "data processor" (as defined in section 2 of DPL) in respect of the Relevant Personal Data, the provisions of the "Data Processing Addendum (Cayman)" (in the form available at <https://www.maples.com/privacy/>) shall apply to any processing of Relevant Personal Data undertaken by the Administrator.

13 Counterparts

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts each of which when executed and delivered shall constitute an original and all such counterparts together constituting but one and the same agreement.

14 Third Party Rights

- 14.1 A person who is not a party to this Agreement may not, in its own right or otherwise, enforce any term of this Agreement except that each Indemnified Person may in its own right enforce Clause 5 of this Agreement subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Law (As Revised), as amended, modified, re-enacted or replaced.
- 14.2 Notwithstanding any other term or provision of this Agreement, the consent of any person who is not a party to this Agreement (including, without limitation, any Indemnified Person) is not required for any amendment to, or variation, release, rescission or termination of this Agreement.
- 14.3 The provisions of this Clause 14 shall continue to apply notwithstanding the termination of this Agreement.

15 Severance

If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

16 Law and Jurisdiction

- 16.1 This Agreement and any dispute, claim, suit, action or proceeding of whatever nature arising out of or in any way related to it or its formation (including any non-contractual disputes or claims) are governed by, and shall be construed in accordance with, the laws of the Cayman Islands.
- 16.2 Each of the parties to this Agreement irrevocably agrees that the courts of the Cayman Islands shall have non-exclusive jurisdiction to hear and determine any claim, suit, action or proceeding, and to settle any disputes, which may arise out of or are in any way related to or in connection with this Agreement, and, for such purposes, irrevocably submits to the non-exclusive jurisdiction of such courts.

In witness whereof the parties hereto have caused this document to be executed on the day and year first before written.

SIGNED by)
duly authorised for and on behalf of)
Platinum Securities Cayman SPC)
Limited)
acting for and on behalf of and for the)
account of each Segregated Portfolio)
named in a Supplement;)
for the account of the Series 2021-01)
Segregated Portfolio;)
for the account of the Series 2021-02)
Segregated Portfolio.)

Director
Name:

SIGNED by)
duly authorised for and on behalf of)
MaplesFS Limited)
)

Authorised Signatory

Exhibit A
[Form of Supplement]

This Supplement is made this [●] day of [●] 20[●]

Between:

- (1) **Platinum Securities Cayman SPC Limited**, a segregated portfolio company incorporated in the Cayman Islands, the registered office of which is at PO Box 1093, Queensgate House, Grand Cayman, KY1-1102, Cayman Islands ("**SPC**") for the account of the Series [●] Segregated Portfolio (the "**Segregated Portfolio**"); and
- (2) **MaplesFS Limited**, whose principal office is at PO Box 1093, Boundary Hall, Cricket Square, Grand Cayman, KY1-1102, Cayman Islands (the "**Administrator**").

Whereas:

- (A) The SPC has entered into an administration agreement dated [] 2021 (the "**Administration Agreement**") with MaplesFS Limited to provide for the administration of the Business (as defined in the Administration Agreement).
- (B) SPC, for the account of the Segregated Portfolio, wishes to become bound by and enjoy the benefits of the Administration Agreement and proposes to execute this Supplement to give effect thereto.

It is agreed as follows

- 1 SPC, for the account of the Segregated Portfolio, and the Administrator shall, with effect from the date hereof, become bound by the obligations imposed and enjoy the rights conferred thereon under the Administration Agreement as against each other as if each were originally a party to the Administration Agreement.
- 2 SPC, for the account of the Segregated Portfolio, shall not be liable for or have any obligation under the Administration Agreement in respect of any matter or thing relating to any other Segregated Portfolio of the SPC.

In witness whereof the parties hereto have caused this document to be executed on the day and year first before written.

SIGNED for and on behalf of)
Platinum Securities Cayman SPC Limited)
for the account of the Series [●])
Segregated Portfolio)
by:)
)
)
in the presence of:)
)
)
_____)

SIGNED for and on behalf of)
MaplesFS Limited)
by:)
)
)
in the presence of:)
)
)
)
_____)

Authorised Signatory

This Amended and Restated Administration Agreement is made this ____ day of ~~February~~ 2024 2022.

Between:

- (1) **Platinum Securities Cayman SPC Limited**, a segregated portfolio company incorporated in the Cayman Islands (the "**SPC**"), for the account of its general assets (the "**General Assets**") and for the account of each Segregated Portfolio (as defined below) which becomes bound by and takes the benefit of the terms of this Agreement by the execution of a supplement in the form attached as an Exhibit hereto (the "**Supplement**"), the registered office of which is at PO Box 1093, Queensgate House, Grand Cayman, KY1-1102, Cayman Islands; and
- (2) **MaplesFS Limited**, whose principal office is at PO Box 1093, Boundary Hall, Cricket Square, Grand Cayman, KY1-1102, Cayman Islands (the "**Administrator**").

Whereas:

- (A) The SPC and the Administrator executed an Administration Agreement on 25 February 2021 (the "**Original Administration Agreement**") and intend to amend and restate that agreement in its entirety by replacing it with this amended and restated administration agreement (as amended and restated, the "**Agreement**").
- (B) ~~(A)~~ The SPC has been established for the purpose of: (i) issuing notes (the "**Notes**") from time to time in one or more series (each a "**Series**") which will have recourse only to the assets of the related segregated portfolio of the SPC (each a "**Segregated Portfolio**") under the Secured Note Programme (the "**Programme**") described in the Programme Memorandum dated ~~on or about the date hereof~~ 30 March 2021 relating to the Programme and the applicable Series Memorandum relating to a Series in accordance with the terms and conditions thereof, with each such Series or Obligations being issued pursuant to the Master Trust Terms, as amended by the Issue Deed in respect of each Series or Obligations (together, the "**Applicable Trust Deed**") between the SPC for the account of a Segregated Portfolio and HSBC Bank USA, National Association (the "**Notes Trustee**") or "Trustee"; (ii) entering into and assuming Obligations (as defined in the master definitions dated 31 March 2021 relating to the Programme of the SPC (the "**Master Definitions**") which will only have recourse to the assets of the related Segregated Portfolio; and ~~(iii)~~ entering into ancillary documents and arrangements in respect thereof (the "**Business**").
- (C) ~~(B)~~ The SPC has requested the Administrator to provide in the Cayman Islands or such other jurisdiction as may be agreed by the parties from time to time certain management and administrative and related services which the Administrator has agreed to do subject to the terms and conditions hereinafter appearing. The Administrator is licensed by the Cayman Islands Monetary Authority whose contact details are available at www.cima.ky.
- (D) ~~(C)~~ Terms used herein and not otherwise defined shall have the meanings ascribed to them in the Applicable Trust Deed.

It is agreed as follows:

1 **Amendment and Restatement**

The Original Administration Agreement be and hereby is amended and restated in its entirety and replaced by this Agreement with effect from the date hereof.

2 ~~1~~ Appointment of Administrator

The SPC, for the account of its General Assets and, as appropriate, each Segregated Portfolio in respect of which the SPC has executed a Supplement, hereby retains the Administrator and the Administrator agrees to provide such services as are set out below for the period from:

- (i) the date the directors of the SPC were appointed (the "**Effective Date**") to the date on which the SPC is dissolved or the date on which the Agreement is terminated in accordance with Clause ~~7~~8, if earlier; or
- (ii) as regards services relating specifically to a Segregated Portfolio, the date the Supplement relating to that Segregated Portfolio was executed (the "**SP Effective Date**") to the date of receivership of such Segregated Portfolio or the date on which this Agreement is terminated in relation to such Segregated Portfolio in accordance with Clause ~~7~~8, if earlier.

3 ~~2~~ Services to be Provided

3.1 ~~2.1~~ The Administrator hereby agrees, in respect of the SPC for the account of its General Assets and, as appropriate, each Segregated Portfolio in respect of which the SPC has executed a Supplement, to perform and provide the services necessary and appropriate to the management of the Business in and from within the Cayman Islands or such other jurisdiction as may be agreed by the parties from time to time as follows:

- (a) to provide signatories on the SPC's bank accounts, including accounts related to any Segregated Portfolio, from among the Administrator's employees;
- (b) to prepare and maintain such books and records of the SPC and all Segregated Portfolios in the Cayman Islands as may be required in the normal course of the Business and as may be agreed between the parties and in order to comply with any laws or regulations of the Cayman Islands or any agreement to which the SPC, for the account of its General Assets or, as appropriate, for the account of any Segregated Portfolio, is a party and in such form and manner as may be agreed upon from time to time;
- (c) to deal with correspondence relating to the Business;
- (d) to provide the services of two or more directors of the SPC in the Cayman Islands or such other jurisdiction as may be agreed by the parties from time to time;
- (e) to provide a company secretary of the SPC if required;
- (f) to provide registered office facilities to the SPC in accordance with the Administrator's standard terms and conditions;
- (g) to make available non-exclusive telephone, facsimile and postal address or post office box facilities and within its premises such non-exclusive space as may be necessary for the purposes of the Business and in particular but without limitation facilities for meetings of the directors from time to time;
- (h) not to undertake actions inconsistent with the terms of the Memorandum and Articles of Association of the SPC or any agreements to which the SPC, for the account of its

General Assets or for the account of any Segregated Portfolio is a party and copies of which have been provided to the Administrator and, without prejudice to the foregoing, not to enter into, on behalf of the SPC for the account of its General Assets or any Segregated Portfolio, any commitments, loans or obligations or charge, mortgage, pledge, encumber or otherwise restrict or dispose of any property or assets of the SPC or attributable to any Segregated Portfolio other than as contemplated by ~~the~~an Information Memorandum, ~~each~~an Information Memorandum Supplement, ~~the~~an Applicable Trust Deed ~~and each, a~~ Series Supplement or any documentation relating to the entering into or the assumption of Obligations and generally not to undertake actions inconsistent with the Business;

- (i) to keep confidential all documents, materials and other information relating to the Business and not to disclose any of the aforesaid without the prior consent of the SPC unless it is necessary to protect the interests of the Administrator or pursuant to an order of any court or authority with jurisdiction over the Administrator, the SPC or any Segregated Portfolio or as contemplated by the Conditions, the Applicable Trust Deed or any other document relating or ancillary to the issue of the Notes or the entry into or the assumption of Obligations; and
- (j) to perform all services and take all actions in connection with this Agreement in or from within the Cayman Islands or such other jurisdiction as may be agreed by the parties from time to time.

3.2 ~~2.2~~–The Administrator may refuse to perform any or all of the services to be provided under this Agreement if, in its sole and unfettered discretion, to do so would constitute a criminal or regulatory offence in the Cayman Islands.

4 ~~3~~–Fees

4.1 ~~3.1~~–The SPC shall pay the Administrator, for the account of the General Assets, an acceptance fee of US\$6,000 and an annual fee (the "**Base Fee**") of US\$7,500 per annum (pro rated for part years or as otherwise agreed but subject, in all cases other than the calendar year in which this Agreement is signed, to a minimum of 50% of such amount) payable on the establishment of the Programme and annually thereafter in advance of 1 January in each year.

4.2 ~~3.2~~–The SPC shall pay the Administrator, for the account of each Segregated Portfolio, a transaction fee (the "**SP Fee**") of US\$2,000 upon the issuance of each Series following the first Series and shall settle on behalf of and indemnify the SPC for the account of each Segregated Portfolio in respect of which the SPC has executed a Supplement.

4.3 ~~3.3~~–The SPC shall pay the Administrator registered office fees in accordance with the Administrator's standard terms and conditions for the provision of registered office services.

4.4 ~~3.4~~–If the Administrator is required to complete IRS Form 8957 on the SPC's behalf and register the SPC for a Global Intermediary Identification Number pursuant to the US Foreign Account Tax Compliance Act and the Cayman Islands legislation implemented to adopt the foregoing under the Model 1(b) (non-reciprocal) intergovernmental agreement ("**IGA**") signed by the Cayman Islands and US Governments on 29 November 2013, then the SPC shall pay the Administrator a registration fee of US\$1,500. If an officer or employee of the Administrator acts as the point of contact for the SPC with the Cayman Islands Tax Information Authority, then the SPC shall pay the Administrator a fee (the "**PPOC Fee**") of US\$2,000 per annum payable on the date hereof

and annually thereafter in advance on 1st January in each year. The PPOC Fee may be increased by the Administrator as set out in Clause ~~3.74.7~~.

- 4.5 ~~3.5~~—If the Administrator is required to complete any regulatory, KYC, tax withholding, self-certification forms or to adopt other regulatory procedures or make filings on the SPC's behalf, then the SPC shall pay the Administrator a fee calculated in accordance with the Administrator's fees in effect at that time.
- 4.6 ~~3.6~~—If the aggregate hours of work performed by the directors provided by the Administrator exceeds 12 hours in any year, additional fees may be charged by the Administrator at its hourly rates from time to time in effect.
- 4.7 ~~3.7~~—The Base Fee and the PPOC Fee shall each increase automatically by 5% (from the then-current amount) upon the two-year anniversary of the Effective Date and each subsequent two-year anniversary of the Effective Date thereafter. The SP Fee shall increase automatically by 5% (from the then-current amount) upon the two-year anniversary of the SP Effective Date and each subsequent two-year anniversary of the SP Effective Date thereafter.
- 4.8 ~~3.8~~—Where the SPC is required to consider or engage in further activities, litigation or other exceptional matters, additional fees will be subject to further negotiation at the relevant time and in the absence of contrary agreement additional fees will be charged by the Administrator at its hourly rates from time to time in effect which shall be paid for the account of the Segregated Portfolio to which such further activities, litigation or other exceptional matters relate.
- 4.9 ~~3.9~~—The SPC shall also pay or reimburse the Administrator for its out-of-pocket expenses for photocopying, fax, telephone, printing, postage and other communications charges, banking costs and registry fees and other such expenses properly incurred by the SPC or the Administrator on behalf of the SPC including with respect to any Segregated Portfolio throughout the life of the transaction. The SPC shall initially pay to the Administrator a non-refundable sum of US\$1,000 on the date of this Agreement to be applied against the Administrator's out-of-pocket expenses.
- 4.10 ~~3.10~~—At the request of the SPC, the Administrator shall arrange for the preparation of annual balance sheets and profit and loss accounts and, for this service, will charge an additional fee based upon the time engaged by the appropriate officers of the Administrator and any external accountants or other persons engaged by the Administrator for such purpose at their respective hourly rates from time to time in effect or as otherwise agreed.
- 4.11 ~~3.11~~—The SPC shall pay the Administrator, for the account of the General Assets, a retainer fee of US\$4,000 (the "**Retainer Fee**") on account within 30 days of the date of this Agreement to be applied against the costs of the Administrator's delegate and affiliated entity providing liquidation services for the purposes of winding up the SPC voluntarily. The Administrator shall also be entitled to charge the SPC a retainer fee to cover government fees and disbursements and general expenses related to the liquidation of the SPC. If the Administrator's delegate subsequently provides liquidation services, the SPC shall, prior to being placed in liquidation, pay the Administrator or the Administrator's delegate an additional fee in such amount as shall be the difference (if any) between the Retainer Fee and the fee for providing liquidation services in effect at such time. If the Administrator's delegate provides liquidation services and the Retainer Fee is not so paid, the then current fees of the Administrator's delegate for so acting shall be payable by the SPC with due credit being given for any fee paid on account to the Administrator.

5 ~~4~~ **Liability of Administrator and Indemnity**

5.1 ~~4.1~~ The Administrator shall not be liable for any damages, losses, costs or expenses whatsoever to or of the SPC, any Segregated Portfolio or any shareholder at any time from any cause whatsoever unless caused by the Administrator's or one or more of its agents' actual fraud or wilful default.

5.2 ~~4.2~~ The SPC, for the account of the General Assets and each Segregated Portfolio in respect of which the SPC has executed a Supplement, agrees to indemnify and hold harmless the Administrator, its successors and assigns and their respective directors, officers, shareholders, employees and agents, the directors and officers provided pursuant to Clause ~~23~~ and, where any of these are companies, their respective directors, officers, shareholders, employees and agents (collectively, the "**Indemnified Persons**") and each of them, as the case may be, against all liabilities, obligations, losses, damages, penalties, actions, proceedings, claims, judgments, demands, costs, expenses or disbursements of any kind (including legal fees and expenses) whatsoever which they or any of them may incur or be subject to in consequence of this Agreement or as a result of the performance of the functions and services provided for under this Agreement except as a result of the actual fraud or wilful default of the relevant Indemnified Person and this indemnity shall expressly inure to the benefit of any such Indemnified Person existing or future. The SPC shall only be liable under this indemnity for the account of any Segregated Portfolio to the extent such direct loss, liability, actions, proceedings, claims, demands costs or expenses arise out of or attributable to such Segregated Portfolio.

5.3 ~~4.3~~ The Administrator is not responsible for and shall have no liability for the contents of any PDMR, PCA or other list compiled or maintained by it on behalf of the SPC under MAR. The SPC acknowledges and agrees that the Administrator shall have no liability in connection with any function that is solely the obligation of the SPC, and in particular, the Administrator shall have no responsibility for the failure of any list compiled under MAR by the Administrator to include any required person or information which is not identified and included in the information provided by the SPC to the Administrator, provided that nothing in this Clause ~~4.3~~5.3 shall absolve the Administrator of any liability under Clause ~~4.1~~5.1 above in connection with the performance of the Services.

5.4 ~~4.4~~ The Administrator and the directors and officers provided pursuant to Clause ~~23~~ shall not be required to take any legal action on behalf of the SPC including with respect to any Segregated Portfolio unless fully indemnified to their satisfaction.

5.5 ~~4.5~~ The provisions of this Clause ~~45~~ shall continue to apply notwithstanding the termination of this Agreement.

6 **5-No Commercial Advice**

For the avoidance of doubt, the SPC agrees, for the account of the General Assets and each Segregated Portfolio, that the Administrator is not responsible for the commercial structuring of the Business or for the rendering of investment, commercial, accounting, legal or any other advice whatsoever to the SPC, any Segregated Portfolio or any other person.

7 **6-No Partnership and No Employment Relationship**

7.1 ~~6.1~~ Nothing herein contained shall constitute a partnership between the parties hereto.

7.2 ~~6.2~~ The directors, officers, employees or agents of the Administrator referred to in Clause ~~2-3~~ shall not be deemed to be employees of the SPC or entitled to any remuneration or other benefits from the SPC.

7.3 ~~6.3~~ The Administrator shall be entitled to provide services of a like nature to those provided under this Agreement to any other person, firm or corporation.

8 ~~7~~ Termination of Agreement

8.1 ~~7.1~~ The appointment of the Administrator under this Agreement shall continue until one of the parties gives notice in writing to the other party hereto terminating this Agreement in accordance with Clause ~~7.28.2~~ below.

8.2 ~~7.2~~ Either party may terminate this Agreement:

- (a) by giving at least three (3) months' notice in writing to the other party with a copy to any applicable rating agencies;
- (b) at any time if the other party (in the case of the SPC, whether for the account of the General Assets or any Segregated Portfolio) commits any breach of its obligations under this Agreement; and
 - (i) such breach is not capable of remedy; or
 - (ii) where such breach is capable of remedy fails, within thirty days of receipt of notice served by the other party requiring it to do so, to make good such breach; or
- (c) at any time by giving notice in writing to the other party (with a copy to any applicable rating agencies at any time within twelve months) if the other party and, in the case of the SPC, any Segregated Portfolio goes into liquidation, is dissolved or becomes subject to any other form of insolvency, receivership or dissolution proceedings (except as a voluntary liquidation or dissolution for the purposes of reconstruction or amalgamation upon terms previously approved in writing by the party otherwise entitled to serve notice) or commits any other act of bankruptcy under applicable laws.

8.3 ~~7.3~~ Upon termination of this Agreement, the Administrator shall, at the expense of the SPC or its liquidator, as the case may be, deliver to the SPC, or as it shall direct, all books of account, records, registers, correspondence, documents and all assets relating to the affairs of or belonging to the SPC and in the possession of or under the control of the Administrator and shall take all necessary steps to vest in the SPC or any new administrator or liquidator, as the case may be, any assets previously held in the name of or to the order of the Administrator on behalf of the SPC.

8.4 ~~7.4~~ The SPC shall provide prior written notice to each applicable rating agency and the Notes Trustee or Trustee of any proposed amendment, assignment or termination of this Agreement.

8.5 ~~7.5~~ The termination of this Agreement shall cause the termination of every Supplement relating to each Segregated Portfolio.

9 ~~8~~-Non Petition and Limited Recourse

9.1 ~~8.1~~ The Administrator agrees that its rights against the SPC under this Agreement are limited to the extent that it will not take any action or proceedings against the SPC to recover any amounts due and payable by the SPC, for the account of the General Assets or any Segregated Portfolio, to it under this Agreement except as expressly permitted by the provisions of this Agreement. The Administrator further agrees that it will not in its capacity as Administrator petition a court for, or take any other action or commence any proceedings for, the liquidation, winding-up, receivership or analogous proceedings of the SPC or any Segregated Portfolio or any other bankruptcy or insolvency proceedings with respect to the SPC or any Segregated Portfolio until one year and one day after the later of repayment of all outstanding Securities (if any) or other satisfaction or extinguishment of all liability with respect thereto. This Clause shall survive termination of this Agreement and may not be amended or waived.

9.2 ~~8.2~~ Notwithstanding any provision in this Agreement to the contrary, the rights of recourse of the Administrator against the SPC in respect of liabilities or obligations incurred:

- (a) for the account of the General Assets shall be limited to the amounts from time to time available and comprising the General Assets of the SPC (other than the ordinary share capital and any transaction fee charged by the SPC); and
- (b) for the account of any Segregated Portfolio shall be limited to the assets of the relevant Segregated Portfolio having satisfied or provided for all other prior ranking liabilities of the SPC for the account of such Segregated Portfolio in accordance with the terms of the relevant transaction documents.

Accordingly, the Administrator shall have no claim or recourse against the SPC, for the account of the General Assets or any Segregated Portfolio, in respect of any amount which is or remains unsatisfied after the application of the funds comprised in the General Assets or the relevant Segregated Portfolio in accordance with this sub-clause and any amount which is or remains unsatisfied after the application of the funds comprising such assets of the SPC or the relevant Segregated Portfolio and any remaining obligation to pay any further unsatisfied amounts shall be extinguished.

10 ~~9~~-Notices

Notices to be given under this Agreement shall be delivered by hand or mailed to the address of the relevant party set out herein and where mailed shall be deemed to be duly given on the fifth day after the date of mailing. In the case of notice to the SPC, a copy shall also be delivered by hand or mailed to:

Maples and Calder
PO Box 309, Ugland House
Grand Cayman
KY1-1104
Cayman Islands

Attn: Platinum Securities Cayman SPC Limited

11 ~~10~~-Complaints

11.1 ~~10.1~~ If the SPC has any complaint about any aspect of the service being provided under this Agreement, it should raise its concern with its usual Maples Group contact. If the complaint is not

thereafter resolved to the SPC's satisfaction, the SPC should email the complaint to notices@maples.com and the complaint will be considered by the head of the applicable operating division.

11.2 ~~10.2~~ For the purposes of this Clause ~~10~~11, "**Maples Group**" means the Administrator and all other direct and indirect subsidiaries of Maples International Holdings Limited as well as the Cayman Islands partnership known as The Maples Group Partnership, and all the entities and undertakings using the name "Maples", "Maples and Calder" or "MaplesFS", including any derivation thereof, listed at www.maples.com/legalnotices.

12 ~~11~~ **Data Protection**

In providing the services and otherwise fulfilling its obligations under this Agreement, the Administrator may from time to time be required to process information which: (i) constitutes "personal data" as defined in section 2 of the Data Protection Law (As Revised) ("**DPL**"); and (ii) is disclosed to or otherwise made available to the Administrator by or on behalf of the SPC ("**Relevant Personal Data**"). The SPC acknowledges and agrees that: (a) to the extent the Administrator acts as a "data controller" (as defined in section 2 of DPL) in respect of the Relevant Personal Data, the Administrator may process the Relevant Personal Data in accordance with the applicable data protection laws (including DPL) and the Administrator's privacy notice (available at <https://www.maples.com/privacy/> or upon request); and (b) to the extent the Administrator acts as a "data processor" (as defined in section 2 of DPL) in respect of the Relevant Personal Data, the provisions of the "Data Processing Addendum (Cayman)" (in the form available at <https://www.maples.com/privacy/>) shall apply to any processing of Relevant Personal Data undertaken by the Administrator.

13 ~~12~~ **Counterparts**

This Agreement may be executed in any number of counterparts and by the parties hereto on separate counterparts each of which when executed and delivered shall constitute an original and all such counterparts together constituting but one and the same agreement.

14 ~~13~~ **Third Party Rights**

14.1 ~~13.1~~ A person who is not a party to this Agreement may not, in its own right or otherwise, enforce any term of this Agreement except that each Indemnified Person may in its own right enforce Clause ~~4~~5 of this Agreement subject to and in accordance with the provisions of the Contracts (Rights of Third Parties) Law (As Revised), as amended, modified, re-enacted or replaced.

14.2 ~~13.2~~ Notwithstanding any other term or provision of this Agreement, the consent of any person who is not a party to this Agreement (including, without limitation, any Indemnified Person) is not required for any amendment to, or variation, release, rescission or termination of this Agreement.

14.3 ~~13.3~~ The provisions of this Clause ~~13~~14 shall continue to apply notwithstanding the termination of this Agreement.

15 ~~14~~ **Severance**

If any provision of this Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable, such invalidity or unenforceability shall not affect the other provisions of this Agreement which shall remain in full force and effect.

16 ~~15~~ Law and Jurisdiction

16.1 ~~15.1~~ This Agreement and any dispute, claim, suit, action or proceeding of whatever nature arising out of or in any way related to it or its formation (including any non-contractual disputes or claims) are governed by, and shall be construed in accordance with, the laws of the Cayman Islands.

16.2 ~~15.2~~ Each of the parties to this Agreement irrevocably agrees that the courts of the Cayman Islands shall have non-exclusive jurisdiction to hear and determine any claim, suit, action or proceeding, and to settle any disputes, which may arise out of or are in any way related to or in connection with this Agreement, and, for such purposes, irrevocably submits to the non-exclusive jurisdiction of such courts.

In witness whereof the parties hereto have caused this document to be executed on the day and year first before written.

SIGNED by)
duly authorised for and on behalf of)
Platinum Securities Cayman SPC)
Limited)
acting for and on behalf of and for the)
account of each Segregated Portfolio)
named in a Supplement;)
[for the account of the Series 2021-01](#))
[Segregated Portfolio;](#))
[for the account of the Series 2021-02](#))
[Segregated Portfolio.](#))

Director
Name:

SIGNED by)
duly authorised for and on behalf of)
MaplesFS Limited)
)

Authorised Signatory

Exhibit A
[Form of Supplement]

This Supplement is made this [•] day of [•] 20[•]

Between:

- (1) **Platinum Securities Cayman SPC Limited**, a segregated portfolio company incorporated in the Cayman Islands, the registered office of which is at PO Box 1093, Queensgate House, Grand Cayman, KY1-1102, Cayman Islands ("**SPC**") for the account of the Series [•] Segregated Portfolio (the "**Segregated Portfolio**"); and
- (2) **MaplesFS Limited**, whose principal office is at PO Box 1093, Boundary Hall, Cricket Square, Grand Cayman, KY1-1102, Cayman Islands (the "**Administrator**").

Whereas:

- (A) The SPC has entered into an administration agreement dated [] 2021 (the "**Administration Agreement**") with MaplesFS Limited to provide for the administration of the Business (as defined in the Administration Agreement).
- (B) SPC, for the account of the Segregated Portfolio, wishes to become bound by and enjoy the benefits of the Administration Agreement and proposes to execute this Supplement to give effect thereto.

It is agreed as follows

- 1 SPC, for the account of the Segregated Portfolio, and the Administrator shall, with effect from the date hereof, become bound by the obligations imposed and enjoy the rights conferred thereon under the Administration Agreement as against each other as if each were originally a party to the Administration Agreement.
- 2 SPC, for the account of the Segregated Portfolio, shall not be liable for or have any obligation under the Administration Agreement in respect of any matter or thing relating to any other Segregated Portfolio of the SPC.

In witness whereof the parties hereto have caused this document to be executed on the day and year first before written.

SIGNED for and on behalf of)
Platinum Securities Cayman SPC Limited)
for the account of the Series [●])
Segregated Portfolio)
by:)
)
)
in the presence of:)
)
)
_____)

SIGNED for and on behalf of)
MaplesFS Limited)
by:)
)
)
in the presence of:)
)
)
)
_____)

Authorised Signatory

Summary report:	
Litera® Change-Pro for Word 10.8.2.11 Document comparison done on 28/06/22 4:10:00 PM	
Style name: Default Style	
Intelligent Table Comparison: Active	
Original DMS: iw://CAYMAN-ISLANDS/CAYMAN/71104645/1	
Modified DMS: iw://CAYMAN-ISLANDS/CAYMAN/71104645/2	
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Delete	77
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<u>Move To</u>	0
Table Insert	0
Table Delete	0
<u>Table moves to</u>	0
Table moves from	0
Embedded Graphics (Visio, ChemDraw, Images etc.)	0
Embedded Excel	0
Format changes	0
Total Changes:	173