

DATED 10 December 2021

**MR. LI KIN SHING**  
(as Assignor)

and

**MS. LI YIN**  
(as Assignee)

and

**GOLDSTREAM INVESTMENT LIMITED**  
(as Company)

---

**DEED OF LOAN ASSIGNMENT**

---

**THIS DEED** is made on the     day of 10 December 2021

**BETWEEN :-**

1.     **MR. LI KIN SHING** (Holder of Hong Kong Identity Card No. P074197(7)) of Penthouse, Flat A, Block 2, Po Shan Road, Hong Kong (the “**Assignor**”);
2.     **MS. LI YIN** (Holder of Hong Kong Identity Card No. P675066(8)) of Penthouse, Flat A, Block 2, Po Shan Road, Hong Kong (the “**Assignee**”); and
3.     **GOLDSTREAM INVESTMENT LIMITED**, a limited liability company incorporated in the Cayman Islands whose registered address is at PO Box 309, Uglan House Grand Cayman, KY1-1104 Cayman Islands (the “**Company**”)

(each, a “**Party**”, collectively, the “**Parties**”).

**WHEREAS :-**

- (A)    The Company and the Assignor entered into a facility agreement dated 30 July 2018 (as amended and supplemented by an agreement dated 30 November 2020) (the “**Facility Agreement**”) in relation to a revolving term loan facility of an amount up to HK\$215,000,000.
- (B)    As at the date hereof, the Company is indebted to the Assignor in the aggregate amount of HK\$215,000,000 (the “**Loan**”).
- (C)    The Assignor has agreed to assign the rights, title, benefit and interests in the Loan to the Assignee, subject to the terms and conditions of this Deed.

**INTERPRETATION**

Unless the context otherwise requires, terms defined in the Facility Agreement shall have the same meanings when used in this Deed.

**NOW THIS DEED WITNESSETH** as follows :-

- (1)    For good and valuable consideration (receipt of which is hereby acknowledged by the Assignor), the Assignor as sole legal and beneficial owner hereby transfers and assigns unto the Assignee the Loan and all other monies (if any, and to the extent not covered by the Loan), whether principal or interest or otherwise, owing by the Company to the Assignor as at the execution of this Deed and all interest accruing thereon after the execution of this Deed (the “**Assigned Debt**”) together with all the title, rights, interests and benefits of the Assignor therein or thereto absolutely and with immediate effect to the intent that the Assignee shall be solely and absolutely entitled to the same to the exclusion of the Assignor and free from and clear of all encumbrances.
- (2)    With effect from the execution of this Deed, the Assignee shall be entitled to all of the Assignor’s rights, title, interests and benefits (whether as a lender, creditor, shareholder

or otherwise) in and to the Assigned Debt (including the right to receive repayment of all or part of the Assigned Debt).

- (3) With effect from the execution of this Deed:-
  - (a) The Assignor releases and discharges the Company from any claim, demand, action, liability or obligation whatsoever arising against the Company, or incurred or owed by the Company, in respect of the Assigned Debt; and
  - (b) The Assignor has no claim whatsoever against the Company arising as a result of, in relation to and/or in connection with the Assigned Debt.
- (4) The Company hereby acknowledges receipt of notice of the assignment in Clause (1) hereof and confirms to the Assignee that as from the execution of this Deed, the Assigned Debt is owed to the Assignee and the Company will henceforth make all payments due under the Assigned Debt, and discharge all of its obligations in respect thereof, to the Assignee directly instead of to the Assignor.
- (5) This Deed shall be binding upon and enure for the benefit of the successors and assigns of the Parties hereto.
- (6) This Deed may be executed in any number of counterparts, and by each party on separate counterparts. Each counterpart is an original, but all counterparts shall together constitute one and the same instrument.
- (7) If any provision of this Deed is not or ceases to be legal, valid, binding and enforceable under the law of any jurisdiction, neither the legality, validity, binding effect or enforceability of the remaining provisions under that law nor the legality, validity, binding effect or enforceability of that provision under the law of any other jurisdiction will be affected.
- (8) This Deed is governed by and shall be construed in all respects in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**") and the Parties hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts in connection herewith.

IN WITNESS whereof the Parties hereto have executed this Deed the day and year first above written.

SIGNED, SEALED AND  
DELIVERED as a deed by  
LI KIN SHING )  
in the presence of: )

SO MEI YUK  
So Mei Yuk



SIGNED, SEALED AND  
DELIVERED as a deed by  
LI YIN )  
in the presence of: )

PERA JIAN TAO  
Pera Jian Tao



SEALED with the Common Seal of )

GOLDSTREAM INVESTMENT LIMITED )

and SIGNED by )

its director )

in the presence of :- )

Tun Lin

FERGUS LAM

Fergus Lam

