

FACILITY AGREEMENT

DATED July 30 2018

HK\$215,000,000 TERM LOAN

for

INTERNATIONAL ELITE LTD.

as **Borrower**

and

MR. LI KIN SHING

as **Lender**

CONTENTS

| CLAUSE | PAGE |
|---|------|
| 1. Definitions and Interpretation | 1 |
| 2. The Facility | 2 |
| 3. Purpose..... | 3 |
| 4. Conditions Precedent | 3 |
| 5. Escrow Arrangment | 3 |
| 6. Escrow Account | 4 |
| 7. Drawdown..... | 4 |
| 8. Interest | 4 |
| 9. Repayment and Prepayment..... | 4 |
| 10. Costs and Expenses..... | 5 |
| 11. Payments | 5 |
| 12. Representations and Warranties..... | 5 |
| 13. Events of Default | 6 |
| 14. Assignment and Transfer | 7 |
| 15. Set-off | 7 |
| 16. Calculations and Certificates | 7 |
| 17. Amendments, Waivers, Consents and Remedies..... | 7 |
| 18. Severance | 7 |
| 19. Counterparts..... | 8 |
| 20. Notices | 8 |
| 21. Governing Law | 9 |
| Schedule 1 | 10 |

THIS AGREEMENT is dated July 30, 2018 and made between:

- (1) **INTERNATIONAL ELITE LTD.**, a limited liability company incorporated in the Cayman Islands whose registered address is at the Grand Pavilion Commercial Centre, Oleander Way, 802 West Bay Road, Grand Cayman KY1-1208, Cayman Islands (the “**Borrower**”); and
- (2) **LI KIN SHING**, holder of HKID card numbered P074197(7) of Penthouse, Flat A, Block 2, Po Shan Road, Hong Kong (the “**Lender**”).

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Agreement:

“**Acquisition**” means the acquisition contemplated under the Sale and Purchase Agreement.

“**Availability Period**” means the period from and including the date of completion of the Acquisition to and including the Termination Date.

“**Borrower**” has the meaning ascribed to it in the preambles to this Agreement.

“**Business Day**” means a day (other than a Saturday or Sunday) on which banks are open for general business in Hong Kong.

“**Drawdown Notice**” has the meaning ascribed to it in clause 7.1.

“**Event of Default**” means any event or circumstance specified as such in clause 13.

“**Escrow Account**” has the meaning ascribed to it in the Escrow Account Agreement.

“**Escrow Account Agreement**” means the agreement to be entered into by the Lender, the Borrower and an Escrow Agent in respect of an Escrow Account, in the form substantially set out in Schedule 1 to this Agreement.

“**Escrow Agent**” means the agent appointed pursuant to the terms and conditions of the Escrow Account Agreement.

“**HK\$**” or “**HKD**” means the lawful currency of Hong Kong Special Administrative Region of the People’s Republic of China.

“**Lender**” has the meaning ascribed to it in the preambles to this Agreement.

“**Loan**” means the principal amount of the loan made or to be made by the Lender to the Borrower under this Agreement or (as the context requires) the principal amount at any one time outstanding for that loan. The principal amount of the loan is referred to in clause 2.

“**Sale and Purchase Agreement**” means the agreement entered into between Hony Gold Holdings, L.P., Ever Prosper International Limited, Mr. Li Kin Shing and Ms. Kwok King Wa on the date of this Agreement in relation to the sale and purchase of 4,610,000,000 ordinary shares of the Borrower (representing approximately 50.75% of the issued share capital of the Borrower as of the date of this Agreement) by Hony Gold

Holdings, L.P..

“**Termination Date**” means the date which is the second anniversary of the date of completion of the Acquisition, or in the event of an extension under mutual agreement of the Lender and the Borrower, the third anniversary of the date of completion of the Acquisition. If such day is not a Business Day, being the next succeeding Business Day.

“**Unpaid Sum**” means any sum due and payable but unpaid by the Borrower under this Agreement.

1.2 Construction

1.2.1 Unless a contrary indication appears, any reference in this Agreement to:

- (a) the “**Borrower**” or “**Lender**” shall be construed so as to include its successors in title, permitted assigns and permitted transferees;
- (b) “**including**” shall be construed as “including without limitation” (and cognate expressions shall be construed similarly);
- (c) a “**person**” includes any individual, firm, company, corporation, government, state or agency of a state or any association, trust, joint venture, consortium or partnership (whether or not having separate legal personality);
- (d) a “**regulation**” includes any regulation, rule, official directive, request or guideline (whether or not having the force of law) of any governmental, intergovernmental or supranational body, agency, department or regulatory, self-regulatory or other authority or organisation; and
- (e) a provision of law is a reference to that provision as amended or re-enacted.

1.2.2 a time of day is a reference to Hong Kong time.

1.2.3 Section, clause and schedule headings are for ease of reference only.

1.2.4 a reference to “**continuing**” in relation to an Event of Default means an Event of Default that has not been remedied or waived.

2. THE FACILITY

The Lender grants to the Borrower an unsecured HKD non-revolving term loan facility of a principal amount of up to HK\$215,000,000 at any one time outstanding on the terms, and subject to the conditions, of this Agreement.

3. PURPOSE

- 3.1 The Borrower shall apply all amounts borrowed by it under the Loan towards its general corporate purposes.
- 3.2 The Lender is not bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

4. CONDITIONS PRECEDENT

- 4.1 The Lender's obligation to deposit an amount equals to the Loan to the Escrow Account pursuant to this Agreement shall not become effective unless the Lender has received, on or before 11:00 a.m. on or before the completion of the Acquisition, all of the following documents:
 - 4.1.1 a copy of the constitutional documents of the Borrower;
 - 4.1.2 a copy of a resolution of the board of directors of the Borrower:
 - (a) approving the terms of, and the transactions contemplated by, this Agreement and resolving that it execute this Agreement; and
 - (b) authorizing a specific person or persons, on its behalf, to sign and/or despatch all documents and notices (including, if relevant, any Drawdown Notice) to be signed and/or despatched by it under or in connection with the Agreement; and
 - 4.1.3 a specimen of signature of each person authorised by the resolution referred to in paragraph 4.1.2(b) above.

The Lender shall notify the Borrower promptly upon being so satisfied.

- 4.2 The Borrower's right to drawdown the Loan under clause 7.1 is subject to further conditions precedent that, on the date of drawdown:
 - 4.2.1 the representations and warranties in clause 12 are true and correct in all material respects and will be true and correct in all material respect immediately after the drawdown; and
 - 4.2.2 no Event of Default is continuing or would result from the drawdown.
- 4.3 The conditions specified in this clause 4 are inserted solely for the Lender's benefit. The Lender may waive them, in whole or in part and with or without conditions, without prejudicing the Lender's right to require subsequent fulfilment of such conditions.

5. ESCROW ARRANGMENT

- 5.1 Upon the completion of the Acquisition,
 - 5.1.1 the Lender and the Borrower shall have entered into the Escrow Account Agreement with the Escrow Agent;
 - 5.1.2 the Lender shall deposit the Loan into the Escrow Account and instruct the Escrow Agent to issue a written notification to the Borrower upon the receipt of deposit into the Escrow Account.

- 5.2 The interests to be accrued on the proceeds of the Loan deposited into the Escrow Account held with the Escrow Agent, if any, shall be distributed to the Borrower annually provided that there is no continuing Event of Default.

6. ESCROW ACCOUNT

- 6.1 The Lender shall maintain the Escrow Account during the Availability Period.
- 6.2 The Lender shall ensure that no amount will be withdrawn or transferred from the Escrow Account unless such withdrawal is made pursuant to the written instruction of the Borrower by the Escrow Agent to release any of the Loan in accordance with clause 7 or the distribution of accrued interest pursuant to clause 5.2.

7. DRAWDOWN

- 7.1 Subject to clause 4, the Borrower may utilize any of the Loan during the Availability Period. To do this, the Borrower shall give the Escrow Agent at least one Business Day's prior notice of the date on which the Borrower wants to draw down the Loan specifying the amount of the proposed Loan in the form of a transfer notice set out in the Escrow Account Agreement (the "**Drawdown Notice**"), the Business Day on which it is to be made and the details of an bank account to which the Loan is to be made. The amount of the proposed Loan shall not exceed the amount of the Loan not drawn down.
- 7.2 The Borrower may only draw down any amount standing by the credit of the Escrow Account in accordance with the Escrow Account Agreement during the Availability Period.
- 7.3 Any notice given under clause 7.1 will be irrevocable.
- 7.4 Any amount of the Loan not drawn down during the Availability Period will automatically be cancelled at the end of the Availability Period and any amount, save for the interest so accrued under clause 5.2, standing in the credit of the Escrow Account shall be returned to the Lender accordingly.

8. INTEREST

- 8.1 The Loan shall bear no interest.
- 8.2 If the Borrower fails to repay any amount payable by it under this Agreement on the Termination Date, interest shall accrue on the Unpaid Sum from the Termination Date to the date of actual payment (both before and after judgment) at a rate which is, subject to paragraph 8.2 below, 1 per cent. Any interest accruing under this clause 8 shall be immediately payable by the Borrower on demand by the Lender or on the date of the actual payment (whichever is earlier).
- 8.3 Default interest (if unpaid) arising on an Unpaid Sum will be compounded with the Unpaid Sum on an annual basis but will remain immediately due and payable.

9. REPAYMENT AND PREPAYMENT

- 9.1 The Borrower shall repay the Loan in full on the Termination Date and shall procure that any funds remaining in the Escrow Account on the Termination Date which shall not exceeding the principal amount of the Loan shall be transferred to the Lender towards satisfaction of any sum then due and payable by the Borrower hereunder.
- 9.2 The Borrower may, if it gives the Lender not less than seven Business Days' prior notice (or such shorter period as the Lender may agree), prepay on the day as specified in the

said notice the whole or any part of any Loan (but, if in part, being an amount that reduces the amount of the Loan by a minimum amount of HK\$1,000,000). Any notice of prepayment shall be irrevocable.

10. COSTS AND EXPENSES

- 10.1 The Lender shall pay for any amount of the costs and expenses (including legal fees) incurred by it in connection with the negotiation, preparation, printing, execution, alteration, preservation and enforcement of the Loan and/or this Agreement.
- 10.2 The Borrower shall pay any stamp, documentary and other similar duties and taxes to which this Agreement may be subject, or give rise and shall indemnify the Lender against any losses or liabilities that it may incur as a result of any delay or omission by the Borrower in paying any such duties or taxes.
- 10.3 The Borrower shall be responsible for all the fees incurred or to be incurred in connection with the appointment of Escrow Agent and the on-going maintenance of the Escrow Account until the end of the Availability Period.

11. PAYMENTS

- 11.1 All payments made by the Borrower under this Agreement shall be in HKD and in immediately available cleared funds to the Lender at such account as the Lender may notify the Borrower on or prior to the Availability Period.
- 11.2 If any payment becomes due on a day that is not a Business Day, the due date of such payment will be extended to the next succeeding Business Day, or, if that Business Day falls in the following calendar month, such due date shall be the immediately preceding Business Day.

12. REPRESENTATIONS AND WARRANTIES

The Borrower represents and warrants to the Lender on the date of this Agreement:

- 12.1 It is a corporation, duly incorporated and validly existing under the laws of Cayman Islands.
- 12.2 It and each of its subsidiaries have the power to own its assets and carry on its business as it is being conducted.
- 12.3 It has the power to enter into, deliver and perform, and has taken all necessary action to authorize its entry into, delivery and performance of, this Agreement and the transaction contemplated by it.
- 12.4 No limit on its powers will be exceeded as a result of the borrowing contemplated by this Agreement.
- 12.5 The entry into and performance by it of, and the transactions contemplated by, this Agreement, do not and will not contravene or conflict with:
 - 12.5.1 its constitutional documents;
 - 12.5.2 any agreement or instrument binding on it or its assets or constitute a default or termination event (however described) under any such agreement or instrument;or

- 12.5.3 any law or regulation or judicial or official order, applicable to it.
- 12.6 It has obtained all required authorizations to enable it to enter into, exercise its rights and comply with its obligations under this Agreement and to make it admissible in evidence in its jurisdiction of incorporation. All such authorizations are in full force and effect.
- 12.7 Its obligations under this Agreement are legal, valid, binding and enforceable in accordance with its terms.
- 12.8 It is not necessary to file, record or enrol this Agreement with any court or other authority or pay any stamp, registration or similar taxes relating to this Agreement or the transactions contemplated by this Agreement.
- 12.9 The choice of Hong Kong law as the governing law of this Agreement will be recognised and enforced in its jurisdiction of incorporation. Any judgment obtained in Hong Kong in relation to this Agreement will be recognised and enforced in its jurisdiction of incorporation.
- 12.10 No Event of Default has occurred or is continuing, or is reasonably likely to result from making the Loan or the entry into, the performance of, or any transaction contemplated by this Agreement.
- 12.11 Its payment obligations under this Agreement rank at least *pari passu* with the claims of all of its other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally.

13. EVENTS OF DEFAULT

Each of the events or circumstances set out in the following sub-clauses of this clause 13 is an Event of Default.

- 13.1 The Borrower fails to pay any sum payable by it under this Agreement, unless its failure to pay is caused solely by an administrative error or technical problem and payment is made within three Business Days of its due date.
- 13.2 The Borrower fails (other than by failing to pay), to comply with any provision of this Agreement and (if the Lender considers, acting reasonably, that the default is capable of remedy), such default is not remedied within 14 Business Days by the earlier of:
- 13.2.1 the Lender notifying the Borrower of the default and the remedy required; or
- 13.2.2 the Borrower becoming aware of the default.
- 13.3 Any representation, warranty or statement made, repeated or deemed made by the Borrower in, or pursuant to, this Agreement is (or proved to have been) incomplete, untrue, incorrect or misleading in any material respect when made.
- 13.4 On and at any time after the occurrence of an Event of Default which is continuing the Lender may, by notice to the Borrower:
- 13.4.1 declare that all or part of the Loans and all other amounts accrued or outstanding under this Agreement be immediately due and payable, whereupon they shall become immediately due and payable; and/or
- 13.4.2 declare that all or part of the Loans be payable on demand, whereupon they shall immediately become payable on demand by the Lender.

14. ASSIGNMENT AND TRANSFER

14.1 The Lender and/or Borrower may not assign any of its rights or transfer any of its rights or obligations under this Agreement.

15. SET-OFF

15.1 The Lender may at any time set off any liability of the Borrower to the Lender against any liability of the Lender to the Borrower, whether either liability is present or future, liquidated or unliquidated, and whether or not either liability arises under this Agreement. If the liabilities to be set off are expressed in different currencies, the Lender may convert either liability at a market rate of exchange for the purpose of a set-off. Any exercise by the Lender of its rights under this clause 15.1 shall not limit or affect any other rights or remedies available to it under this Agreement or otherwise.

15.2 The Lender is not obliged to exercise any of its rights under clause 15.1, but if the rights are exercised, the Lender shall promptly notify the Borrower of the set-off that has been made.

16. CALCULATIONS AND CERTIFICATES

16.1 Any interest, commission or fee under this Agreement shall accrue on a day-to-day basis, calculated according to the number of actual days elapsed and a year of 365 days.

16.2 The Lender shall maintain accounts evidencing the amounts owed to it by the Borrower, in accordance with its usual practice. Entries in those accounts shall be prima facie evidence of the existence and amount of the Borrower's obligations as recorded in them.

16.3 If the Lender issues any certificate, determination or notification of a rate or any amount payable under this Agreement, it shall be (in the absence of manifest error) conclusive evidence of the matter to which it relates.

17. AMENDMENTS, WAIVERS, CONSENTS AND REMEDIES

17.1 No amendment of this Agreement shall be effective unless it is in writing and signed by, or on behalf of, each party to it (or its authorized representative).

17.2 A waiver of any right or remedy under this Agreement or by law, or any consent given under this Agreement, is only effective if given in writing by the waiving or consenting party and shall not be deemed a waiver of any other breach or default. It only applies in the circumstances for which it is given and shall not prevent the party giving it from subsequently relying on the relevant provision.

17.3 A failure or delay by a party to exercise any right or remedy provided under this Agreement or by law shall not constitute a waiver of that or any other right or remedy, prevent or restrict any further exercise of that or any other right or remedy or constitute an election to affirm this Agreement. No single or partial exercise of any right or remedy provided under this Agreement or by law shall prevent or restrict the further exercise of that or any other right or remedy. No election to affirm this Agreement by the Lender shall be effective unless it is in writing.

17.4 The rights and remedies provided under this Agreement are cumulative and are in addition to, and not exclusive of, any rights and remedies provided by law.

18. SEVERANCE

18.1 If any provision (or part of a provision) of this Agreement is or becomes invalid, illegal

or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision (or part of a provision) shall be deemed deleted. Any modification to or deletion of a provision (or part of a provision) under this clause shall not affect the legality, validity and enforceability of the rest of this Agreement.

19. COUNTERPARTS

19.1 This Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

19.2 No counterpart shall be effective until each party has executed at least one counterpart.

20. NOTICES

20.1 Any notice or other communication given to a party under or in connection with, this Agreement shall be:

20.1.1 in writing;

20.1.2 delivered by hand, by pre-paid first-class post or other next working day delivery service or sent by fax; and

20.1.3 sent to:

(a) the Borrower at:

Room 3809-10, Hong Kong Plaza, 188 Connaught Road West, Hong Kong

Fax: (852) 2540 0808

Attention: Mr. Nelson Wong / Ms. Eva So

(b) the Lender at:

Room 3809-10, Hong Kong Plaza, 188 Connaught Road West, Hong Kong

Fax: (852) 2540 0808

Attention: Mr. Li Kin Shing

or to any other address or fax number as is notified in writing by one party to the other from time to time.

20.2 Any notice or other communication that the Lender gives to the Borrower under or in connection with, this Agreement shall be deemed to have been received:

20.2.1 if delivered by hand, at the time it is left at the relevant address;

20.2.2 if posted by pre-paid first-class post or other next working day delivery service, on the second Business Day after posting; and

20.2.3 if sent by fax, when received in legible form.

- 20.3 A notice or other communication given as described in clause 20.2.1 or clause 20.2.3 on a day that is not a Business Day, or after normal business hours, in the place it is received, shall be deemed to have been received on the next Business Day.
- 20.4 Any notice or other communication given to the Lender shall be deemed to have been received only upon actual receipt.

21. GOVERNING LAW

- 21.1 This Agreement and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with it or its subject matter or formation shall be governed by and construed in accordance with the laws of Hong Kong.
- 21.2 The courts of Hong Kong have exclusive jurisdiction to settle any dispute arising out of or in connection with this Agreement (including any dispute regarding the existence, validity or termination of this Agreement) (a “**Dispute**”).
- 21.3 The parties agree that the courts of Hong Kong are the most appropriate and convenient courts to settle Disputes and accordingly no party will argue to the contrary.

This Agreement has been entered into on the date stated at the beginning of it.

SCHEDULE 1

Form of Escrow Account Agreement

THE BORROWER:

For and on behalf of
INTERNATIONAL ELITE LTD.

A handwritten signature in black ink, appearing to be 'Wong Kin Wa', is written over a horizontal line.

Name: Wong Kin Wa

Position: Director

THE LENDER:

LI KIN SHING

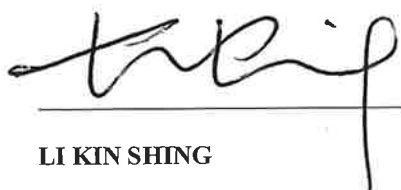
THE BORROWER:

For and on behalf of
INTERNATIONAL ELITE LTD.

Name: Wong Kin Wa

Position: Director

THE LENDER:



LI KIN SHING