

EXECUTION VERSION

DATED 7th April, 2021

ZEN WEI PAO, WILLIAM
as Borrower

and

ZEN WEI PEU
as Lender

LOAN AGREEMENT

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THIS AGREEMENT is dated 7th April, 2021

BETWEEN:

- (1) **ZEN WEI PAO, WILLIAM**, holder of Hong Kong Identity Card No. E065326(1) and whose residential address is at 32 La Salle Road, Kowloon Tong, Kowloon, Hong Kong (the "Borrower"); and
- (2) **ZEN WEI PEU**, holder of Hong Kong Identity Card No. E452567(5) and whose residential address is at Flat A, 21st Floor, Block 1, Clovelly Court, 12 May Road, Mid-levels, Hong Kong (the "Lender").

NOW IT IS AGREED as follows:

1. **INTERPRETATION**

1.01 **Definitions.** In this Agreement, unless the context requires otherwise:

"**Acquisition**" means the acquisition of the Charged Shares by the Borrower pursuant to the SPA.

"**Authorisation**" means:

- (a) an authorisation, consent, approval, resolution, licence, exemption, filing, notarisation, lodgement or registration; or
- (b) in relation to anything which will be fully or partly prohibited or restricted by law if a governmental agency intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action.

"**Business Day**" means a day (excluding a Saturday or a Sunday) on which banks are open for business in Hong Kong.

"**Charged Shares**" means all the shares in the Company which are acquired or to be acquired by the Borrower pursuant to the SPA being 45,567,000 shares, and which are to be subject to the Share Mortgage.

"**Company**" means Wai Kee Holdings Limited, a company incorporated and validly existing under the laws of Bermuda having its registered office at Clarendon House, 2 Church Street, Hamilton HM 11, Bermuda and principal place of business at Unit 1103, 11th Floor, East Ocean Centre, 98 Granville Road, Tsimshatsui, Kowloon, Hong Kong and whose shares are listed on The Stock Exchange of Hong Kong Limited (stock code: 0610).

"**Completion Date**" means the date of completion of the Acquisition.

"**Drawdown**" means a drawdown under the Facility pursuant to Clause 4 (*Drawdown*).

"Drawdown Date" means the date, being a Business Day on which the Loan is or is to be drawn.

"Event of Default" means any event specified in Clause 12.01.

"Facility" means a loan in the maximum aggregate amount of HK\$211,642,311 to be made available by the Lender to the Borrower on the terms and conditions set out under this Agreement.

"Finance Documents" means this Agreement, the Share Mortgage, the Tripartite Deed and any other document designated as such by the Borrower and the Lender from time to time.

"HK Dollars" or **"HK\$"** means the lawful currency for the time being of the Hong Kong Special Administrative Region of the People's Republic of China.

"Loan" means the aggregate principal amount from time to time owing by the Borrower to the Lender under this Agreement.

"Loan Period" means the period from the date of this Agreement and continuing for so long as any amount is outstanding under this Agreement or the Facility is in force.

"Maturity Date" means 30 November 2021.

"Securities Account" means the account (including, without limitation, any securities and cash sub-accounts thereunder) with account number 0000022CASH in the name of the Borrower opened with the Securities Custodian (including any renewal, replacement or redesignation thereof) into which the Charged Shares will be transferred upon Completion Date.

"Securities Custodian" means WK Securities Limited in its capacity as a securities custodian or any other custodian nominated by the Lender.

"Security Interest" means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security interest or encumbrance of any other kind securing or conferring any priority of payment in respect of any obligation of any person and includes, without limitation, title transfer and/or retention arrangements having a similar effect.

"Share Mortgage" means the deed of mortgage and assignment dated on or around the date of this Agreement executed or to be executed by the Borrower in favour of the Lender in respect of, inter alia, the Charged Shares and the Securities Account.

"SPA" means the agreement for the sale and purchase of shares dated on or around the date of this Agreement entered or to be entered into between Vast Earn Group Limited as seller, and the Borrower and the Lender as the buyers, in respect of certain shares in the Company.

"Taxes" includes all present and future taxes, levies, imposts, duties, fees or charges of whatever nature together with interest thereon and penalties in respect thereof and **"Taxation"** shall be construed accordingly.

"Tripartite Deed" means the agreement dated on or around the date of this Agreement entered or to be entered into between the Borrower, the Lender and the Securities Custodian in respect of

the management and operation of the Securities Account.

1.02 **Construction** In this Agreement, unless the context requires otherwise, any reference to:

- (a) "assets" includes present and future properties, revenues and rights of every description;
- (b) Clauses and Schedules are to be construed as references to the clauses of, and schedules to, this Agreement and references to this Agreement include its Schedules;
- (c) a Clause to a sub-clause shall be a reference to a sub-clause of that Clause;
- (d) (or to any specified provision of) this Agreement or any other document shall be construed as references to this Agreement, that provision or that document as in force for the time being and as amended, varied, novated or supplemented in accordance with the terms thereof, or as the case may be, with the agreement of the relevant parties and (where such consent is, by the terms of this Agreement or the relevant document, required to be obtained as a condition to such amendment, variation, novation or supplement being permitted) the prior written consent of the Lender;
- (e) "law" and/or "regulation" includes any constitutional provisions, treaties, conventions, statutes, acts, laws, decrees, ordinances, subsidiary and subordinate legislation, orders, rules and regulations having the force of law and rules of civil and common law and equity;
- (f) an "order" includes any judgement, injunction, decree, determination or award of any court, arbitration or administrative tribunal;
- (g) words importing the plural shall include the singular and vice versa;
- (h) a "person" includes any individual, company, body corporate or unincorporated or other juridical person, partnership, firm, joint venture or trust or any federation, state or subdivision thereof or any government or agency thereof; and
- (i) the "**Borrower**" or the "**Lender**" shall, where the context permits, be construed so as to include their/its and any subsequent successors and permitted transferees and permitted assigns in accordance with their respective interests.

1.03 **Clause Headings**. Clause headings, sub-headings and the table of contents are inserted for convenience of reference only and shall be ignored in the interpretation of this Agreement.

2. THE FACILITY

2.01 **Amount**. Subject to the provisions of this Agreement, the Lender hereby agrees to make available to the Borrower the Facility in the maximum aggregate amount of HK\$211,642,311.

2.02 **Purpose**. The Borrower shall apply the proceeds of the Loan for the Acquisition. However, the Lender is not bound to monitor or verify the application of any amount borrowed pursuant to this Agreement.

3. CONDITIONS PRECEDENT

Conditions. Unless the Lender otherwise agrees in writing with the Borrower, the Lender shall not be obliged to advance the Facility to the Borrower until the Lender shall have confirmed to the Borrower that he has received the following documents or that the following have been fulfilled, as the case may be:

- (a) the representations and warranties set out in Clause 10 (*Representations and Warranties*) are true and correct in all material respects as if made on and as of the time of the making of the Loan by reference to the facts and circumstances existing at such time; and
- (b) the Lender has received originals of all the Finance Documents (and all ancillary documents required to be delivered to the Lender thereunder) duly executed by the parties thereto.

4. DRAWDOWN

Availability of Drawdown. Subject to the terms and conditions of this Agreement, the Facility will be made available to the Borrower in one (1) lump sum and the Loan will be made, and will be deemed to be made, by the Lender to the Borrower upon the Lender delivering (at the request of and on behalf of the Borrower as buyer under the SPA) to Vast Earn Group Limited as seller under the SPA the cheques referred to and in the amounts specified in Clauses 2.6.1(a) and (b) of the SPA.

5. REPAYMENT AND PREPAYMENT

- 5.01 Repayment. The Borrower shall repay the Loan in full on the Maturity Date together with all other sums owing under this Agreement.
- 5.02 Voluntary Prepayment. The Borrower may at any time prepay all or any part of the Loan on a Business Day.

6. INCREASED COSTS

If the Lender determines that, as a result of (i) the introduction of or any change in, or in the interpretation or application of, any law (which shall for this purpose include any removal or modification of any exemption currently in force in favour of the Borrower) or (ii) compliance by him with any directive of any agency of any state:-

- (a) the cost to the Lender of maintaining all or any part of the Facility and/or of making, maintaining or funding all or any part of the Loan or overdue sum is increased; and/or
- (b) any sum received or receivable by the Lender under this Agreement or the effective return to him under this Agreement is reduced (except on account of tax on his overall net income); and/or

(c) the Lender makes any payment (except on account of tax on his overall net income) or foregoes any interest or other return on or calculated by reference to the amount of any sum received or receivable by him under this Agreement;

the Borrower shall indemnify the Lender against that increased cost, reduction, payment or foregone interest or other return and, accordingly, shall from time to time promptly on demand (whenever made) pay to the Lender the amount certified by him to be necessary so to indemnify him.

7. INDEMNITIES

7.01 General Indemnity. The Borrower shall, on demand of the Lender, indemnify the Lender against all costs, losses, expenses and liabilities which the Lender may sustain or incur as a consequence of all or any of:-

- (a) any default in payment on due date or if a demand is made by the Lender, on the date of such demand, by the Borrower of any sum due or expressed to be due under this Agreement; or
- (b) any breach of the terms and conditions under this Agreement.

7.02 Currency Indemnity. If an amount due to the Lender from the Borrower in one currency (the "first currency") is received by the Lender in another currency (the "second currency"), the Borrower's obligations to the Lender in respect of such amount shall only be discharged to the extent that the Lender may purchase the first currency with the second currency in accordance with its usual practice. If the amount of the first currency which may be so purchased (after deducting any costs of exchange and any other related costs) is less than the amount so due, the Borrower shall indemnify the Lender against the shortfall.

8. PAYMENTS AND ACCOUNTS

8.01 Payments by Borrower. All payments to be made by the Borrower under this Agreement shall be made in full, without any set-off or counterclaim whatsoever and free and clear of any deductions or withholdings on the due date in HK Dollars. If the Borrower or any other person is required by any law or regulation to make any deduction or withholding (on account of tax or otherwise) from any payment, the Borrower shall, together with such payment, pay such additional amount as will ensure that the Lender receives (free and clear of any tax or other deductions or withholdings) the full amount which he would have received if no such deduction or withholding had been required. The Borrower shall promptly forward to the Lender copies of official receipts or other evidence showing that the full amount of any such deduction or withholding has been paid over to the relevant taxation or other authority.

8.02 Funds. Payments under this Agreement by the Borrower shall be made for value on the due date before 11:00 a.m. (Hong Kong time) in immediately available funds to such account as the Lender may specify or in such other manner as the Lender may specify.

8.03 Business Days. When any payment would otherwise be due on a day which is not a Business

Day, the next following Business Day shall be substituted for such day.

8.04 **Evidence of Debt.** The Lender shall maintain on its books in accordance with its usual practice a set of accounts recording the amounts from time to time owing by the Borrower hereunder. In any legal proceeding and otherwise for the purposes of this Agreement the entries made in such accounts shall, in the absence of manifest error, be conclusive and binding on the Borrower as to the existence and amounts of the obligations of the Borrower recorded therein.

8.05 **Certificate Conclusive and Binding.** Any certificate of the Lender as to any amount payable under this Agreement shall, in the absence of manifest error, be conclusive and binding on the Borrower.

9. FEES AND EXPENSES

9.01 **Expenses.** The Borrower shall forthwith on demand and whether or not any Drawdown is made pay to or reimburse the Lender for all costs, charges and expenses (including legal and other fees on a full indemnity basis and printing, translation, communication, advertisement, travel and all other out-of-pocket expenses) incurred by him in connection with the negotiation, preparation, execution and (where relevant) registration of this Agreement and any other documentation required thereunder and the arrangement of the Facility and any inspection, calculation or approval to be conducted, made or given by the Lender pursuant to any provision of this Agreement.

9.02 **Enforcement Costs.** The Borrower shall from time to time forthwith on demand pay to or reimburse the Lender for all costs, charges and expenses (including legal and other fees on a full indemnity basis and all other out-of-pocket expenses) incurred by him in exercising any of his rights or powers under this Agreement or in suing for or seeking to recover any sums due under this Agreement or otherwise preserving or enforcing his rights under this Agreement or in defending any claims brought against him in respect of this Agreement.

9.03 **Taxes.** The Borrower shall pay all present and future stamp and other similar duties and Taxes and all notarial, registration, recording and other like fees which may be payable in respect of this Agreement and shall indemnify the Lender against all liabilities, costs and expenses which may result from any default in paying such duties, Taxes or fees.

10. REPRESENTATIONS AND WARRANTIES

10.01 **Representations and Warranties.** The Borrower represents and warrants to the Lender that:

- (a) he is of full age and of sound mind and has entered into the Finance Documents to which he is a party of his own free will after obtaining full independent professional advice (including legal advice) in respect of such Finance Documents and understands the nature of the obligations to be assumed by him under such Finance Documents, free from any undue influence by any person;
- (b) no order has been made or receiver appointed in respect of him under the Mental Health Ordinance (Cap. 136 of the laws of Hong Kong) nor has any step or procedure been taken in any other jurisdiction which would restrict his ability or legal capacity to enter

into the Finance Documents to which he is a party or would require the approval of a third party or any authority;

- (c) the obligations expressed to be assumed by him in each Finance Document to which he is a party are legal, valid, binding and enforceable obligations enforceable in accordance with their terms;
- (d) the entry into, performance and delivery by the Borrower of, and the transactions contemplated by, each Finance Document to which he is a party do not and will not conflict with or result in a breach of:
 - (i) any law, regulation, judgments, rules, decree, agreement, authorisation or obligation applicable to him or any of his assets or revenues;
 - (ii) conflict with, or result in any breach of any of the terms of any material agreement to which he is a party to or binding on the Charged Shares; or
 - (iii) result in the creation or imposition of or oblige it/him to create any Security Interest other than as permitted under the terms of the Finance Documents on any of its/his undertaking, assets, rights or revenues;
- (e) (i) the choice of Hong Kong as the governing law of the Finance Documents and any judgment obtained in Hong Kong in relation to a Finance Document are valid and binding and will be recognised and enforced against him; and
 - (ii) any judgment obtained in Hong Kong in relation to a Finance Document will be recognised and enforced where he is domiciled and a resident in;
- (f) he is not required under the law applicable where he is resident or at his address specified in this Agreement to make any deduction or withholding for or on account of Tax from any payment he may make under any Finance Document to which he is a party;
- (g) he is not necessary that any Finance Document be filed, registered, recorded or enrolled with any court, government agency or other authority in Hong Kong or elsewhere or that any stamp, registration or similar tax be paid on or in relation to such Finance Document or the transactions contemplated by such Finance Document;
- (h) his payment obligations under the Finance Documents rank at least *pari passu* with the claims of all his other present and future unsecured and unsubordinated creditors; and
 - (i) he has not taken any action, nor have any other steps been taken or legal proceedings been started or threatened against him, for bankruptcy or for the appointment of a receiver, administrator, administrative receiver, trustee or similar offices of any or all of his assets or revenues.

10.02 Continuing Representation and Warranty. The Borrower also represents and warrants to and undertakes with the Lender that the foregoing representations and warranties will be true and

accurate throughout the continuance of this Agreement with reference to the facts and circumstances subsisting from time to time.

10.03 **Acknowledgment of Reliance.** The Borrower acknowledges that the Lender has entered into this Agreement in reliance upon the representations and warranties contained in this Clause.

11. undertakings

The Borrower undertakes and agrees with the Lender throughout the continuance of this Agreement and so long as any sum remains owing hereunder that the Borrower will, unless the Lender otherwise agrees in writing:-

- (a) **Information:** he shall provide the Lender, promptly on request, such information in the possession or control of him with respect to the Charged Shares as the Lender may from time to time request.
- (b) **Compliance with Laws and Regulations:** he shall comply in all respects with all laws (including without limitation, any applicable money laundering laws) to which he may be subject, if failure so to comply would materially impair his ability to perform his obligations under this Agreement;
- (c) **Negative Pledge:** he shall not create or permit to subsist any Security Interest over any of the Charged Shares;
- (d) **Disposals:** he shall not enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, lease, transfer or otherwise dispose of any of the Charged Shares;
- (e) **Application of funds:** he shall apply the proceeds of the Facility in accordance with Clause 2.02 (*Purpose*) and shall not in any manner utilise or deploy the Facility for any purpose other than permitted under Clause 2.02 (*Purpose*);
- (f) he shall ensure and procure that all dividends and distributions that are paid or to be paid by the Company to the Borrower under or in respect of the Charged Shares shall be forthwith paid to the Lender or to his order in accordance with Clause 8.

12. Events of Default

12.01 Each of the following shall be an Event of Default:

- (a) the Borrower fails to comply with any terms under this Agreement or any other Finance Document in accordance with the provisions hereof and thereof;
- (b) any representation or warranty made or deemed to be made or repeated by the Borrower pursuant to any Finance Document or in any notice, certificate or statement referred to or delivered thereunder is or proves to have been incorrect or misleading in any material respect; or

- (c) any petition or other step is taken for the purpose of bankrupting the Borrower or an order is made for the bankruptcy of the Borrower.

12.02 If an Event of Default has occurred and is continuing, the Lender may, after giving written notice to the Borrower:

- (a) declare that the Facility be cancelled and the Lender shall not be required to make any further advances under this Agreement;
- (b) declare the Loan, whereupon it shall become, immediately due and payable without further demand, notice or other legal formality of any kind; and
- (c) exercise any or all of his rights, remedies, powers or discretions under the Finance Documents.

13. **SET-OFF**

The Lender shall (without prejudice to any general lien, right of set-off or any other right to which he may be entitled) have the right, without notice to the Borrower or any other person, to set off and apply any credit balance on any account (whether subject to notice or not and whether matured or not and in whatever currency) of the Borrower with the Lender and any other indebtedness owing by the Lender to the Borrower, against the liabilities of the Borrower under this Agreement, and the Lender is authorised to purchase with the monies standing to the credit of any such account such other currencies as may be necessary for this purpose.

14. **WAIVER AND SEVERABILITY**

14.01 Time is of the essence of this Agreement but no failure or delay by the Lender in exercising any right, power or remedy hereunder shall impair such right, power or remedy or operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. The rights, powers and remedies herein provided are cumulative and do not exclude any other rights, powers and remedies provided by law.

14.02 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity and enforceability of such provision under the law of any other jurisdiction, and of the remaining provisions of this Agreement, shall not be affected or impaired thereby.

15. **MISCELLANEOUS**

15.01 **Entire Agreement.** This Agreement and the documents referred to herein constitute the entire obligation of the Lender and supersede any previous expressions of intent or understandings in respect of this transaction.

15.02 **Amendments in Writing.** Any amendment or waiver of any provision of this Agreement and any

waiver of any default under this Agreement shall only be effective if made in writing and signed by the Lender.

15.03 Counterparts. This Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument, and any party may execute this Agreement by signing any such counterpart.

15.04 Duty to Notify. Each of the Lender and the Borrower hereby agree to notify the other in writing of:

- (a) (upon entering into this Agreement) all his shareholding interests in the Company (other than the shares that are subject to the SPA, including the Charged Shares); and
- (b) (immediately following a change being effected) any change in his shareholding interests in the Company.

16. ASSIGNMENT

16.01 The Borrower. The Borrower shall not assign any of his rights hereunder.

16.02 The Lender. The Lender may at any time assign or transfer or novate any of his rights and/or obligations under this Agreement to any person.

16.03 References. If the Lender assigns or transfers or novates all or any part of his rights, benefits and/or obligations in accordance with this Clause, all relevant references in this Agreement to the Lender shall thereafter be construed as a reference to the Lender and/or his assignee or transferee (as the case may be) to the extent of their respective interests.

17. NOTICES

17.01 Delivery. Each notice, demand or other communication to be given or made under this Agreement shall be in writing and delivered or sent to the relevant party at his address or fax number or email address set out below (or such other address or fax number or email as the addressee has by five (5) days' prior written notice specified to the other party).

17.02 Deemed Delivery. Any notice, demand or other communication so addressed to the relevant party shall be deemed to have been delivered (a) if given or made by letter, when actually delivered to the relevant address, (b) if given or made by fax, when despatched and (c) if by email, when received in legible form.

17.03 Addresses

Notices or communications shall be sent to the following addresses or fax numbers:-

To the Borrower:-

Address: 32 La Salle Road, Kowloon Tong, Kowloon, Hong Kong

Fax: 2317 6050

Email: william@roadking.com.hk

To the Lender:-

Address: Flat A, 21st Floor, Block 1, Clovelly Court, 12 May Road, Mid-level, Hong Kong

Fax: 2314 8101

Email: derek@waikee.com

18. GOVERNING LAW AND JURISDICTION

18.01 **Law.** This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Hong Kong.

18.02 **Submission to Jurisdiction.** For the benefit of the Lender, the Borrower irrevocably agrees that the courts of the Hong Kong are to have exclusive jurisdiction to settle any disputes which may arise out of or in connection with this Agreement and that, accordingly, any legal action or proceedings arising out of or in connection with this Agreement ("Proceedings") may be brought in those courts and the Borrower irrevocably submits to the exclusive jurisdiction of those courts.

18.03 **Other jurisdictions.** Nothing in this Clause 18 shall limit the right of the Lender to take proceedings against the Borrower in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the Lender from taking Proceedings in any other jurisdiction, whether concurrently or not.

18.04 **Waiver of inconvenient forum.** The Borrower irrevocably waives any objection which it may at any time have to the laying of the venue of any Proceedings in any court referred to in this Clause 18 and any claim that any such Proceedings have been brought in an inconvenient forum.

18.05 **Service.** The Borrower irrevocably consents to any process in any Proceedings anywhere being served by mailing a copy by post in accordance with the Clause 17 (*Notices*) of this Agreement and such service shall become effective seven (7) days after mailing. Nothing shall affect the right to serve any process in any other manner permitted by law.

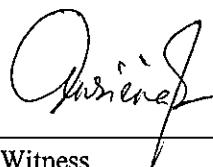
18.06 **Waiver of Immunities.** To the extent that the Borrower has or hereafter may acquire any immunity (sovereign or otherwise) from any legal action, suit or proceeding, from jurisdiction of any court or from set-off or any legal process (whether service of notice, attachment prior to judgment, attachment in aid of execution of judgment, execution of judgment or otherwise) with respect to itself or any of its property, the Borrower hereby irrevocably waives and agrees not to plead or claim such immunity in respect of its obligations under this Agreement.

IN WITNESS the parties have executed this Agreement the day and year first above written.

SIGNATURE PAGE

THE BORROWER

SIGNED by
ZEN WEI PAO, WILLIAM
in the presence of:



Signature of Witness

Name: CHIU WAI YEE, ANRIENA

Address: Unit 1103, 11/F, East Ocean Centre
98 Granville Road, Tsimshatsui
Kowloon, Hong Kong

THE LENDER

SIGNED by
ZEN WEI PEU
in the presence of:

Signature of Witness



Name: CHIU WAI YEE, ANRIENA

Address: Unit 1103, 11/F, East Ocean Centre
98 Granville Road, Tsimshatsui
Kowloon, Hong Kong