

DATE: 21 May 2026

TRINITY EAGLE INVESTMENTS LIMITED

AND

WANG TAO

AND

LAU TING

AND

CHAN TAN NA DONNA

AND

CHINA ECOTOURISM GROUP LIMITED

AND

CHINA LOTSYNERGY LIMITED

AND

CHAMP TECHNOLOGY LIMITED

AMENDED AND RESTATED DEED OF ASSIGNMENT

IMPORTANT NOTE REGARDING REDACTION

Notice of Redacted Information:

Please take notice that certain information contained in this document has been redacted. Specifically, the identity card numbers and private residential addresses of Mr. Wang Tao, Ms. Lau Ting, and Ms. Chan Tan Na Donna, as well as the bank account details of Mr. Chan Ka Wang Chris and China LotSynergy Limited, have been redacted from this copy. The reason for such redaction is to protect the personal privacy of the individual in accordance with the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong).

Confirmation of Adequacy:

The remaining information is considered adequate by China Ecotourism Group Limited (the "Company"), its directors, independent financial adviser, and Lego Corporate Finance Limited for the purpose of disclosing the nature and significance of the document, and for the Company to fulfill its relevant disclosure obligations under the Codes on Takeovers and Mergers and Share Buy-backs.

THIS DEED is made on 21 May 2026

BETWEEN:

- (1) **TRINITY EAGLE INVESTMENTS LIMITED**, a company incorporated in the British Virgin Islands with limited liability whose registered office is situate at OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands (“**Trinity Eagle**”);
- (2) **WANG TAO**, (holder of PRC Identity Card No. [REDACTED]) of the Peoples’ Republic of China of [REDACTED] (“**Mr. Wang**”);
- (3) **LAU TING**, (holder of Hong Kong Identity Card No [REDACTED]) of [REDACTED] (“**Ms. Lau**”);
- (4) **CHAN TAN NA DONNA**, (holder of Hong Kong Identity Card No. [REDACTED]) of [REDACTED] (“**Ms. Chan**”);
- (5) **CHINA ECOTOURISM GROUP LIMITED**, a company incorporated in Bermuda with limited liability and having its registered office at Victoria Place, 5th Floor, 31 Victoria Street, Hamilton HM 10, Bermuda (“**China Ecotourism**”);
- (6) **CHINA LOTSYNERGY LIMITED**, a company incorporated in Hong Kong with limited liability and having its registered office at Unit 1201, 12/F., Landmark South, 39 Yip Kan Street, Wong Chuk Hang, Hong Kong (“**China LotSynergy**”); and
- (7) **CHAMP TECHNOLOGY LIMITED**, a company incorporated in Hong Kong with limited liability and having its registered office at Unit 1201, 12/F., Landmark South, 39 Yip Kan Street, Wong Chuk Hang, Hong Kong (“**Champ Technology**”);

WHEREAS:

- (A) On 23 August 2024, Ms. Chan as assignor and Mr. Wang as assignee entered into an assignment (the “**Assignment (Ms. Chan)**”) in relation to assignment of (i) the shareholders loan due from China LotSynergy to Ms. Chan in the amount of HK\$7,468,808.22 (the “**Debt (China LotSynergy)(Ms. Chan)**”); (ii) the shareholders loan due from Champ Technology to Ms. Chan in the amount of HK\$2,177,961.64 (the “**Debt (Champ Technology)(Ms. Chan)**”); and (iii) the outstanding salary due by China Ecotourism in the amount of HK\$9,490,596.77 (the “**Debt (China Ecotourism)(Ms. Chan)**”, together with the Debt (China LotSynergy)(Ms. Chan) and the Debt (Champ Technology)(Ms. Chan), the “**1st Assigned Amount**”) for the offsetting in the sum of HK\$2,000,000 (the “**1st Setoff Amount**”), being part of the outstanding loan due from Ms. Lau to Mr. Wang under a loan agreement entered into between Ms. Lau as borrower and Mr. Wang as lender dated 29 September 2014 (the “**Loan Agreement**”).
- (B) On 1 November 2024, Ms. Lau as assignor and Mr. Wang as assignee entered into an assignment (the “**Assignment (Ms. Lau)**”) in relation to assignment of (i) the shareholders loan due from China LotSynergy to Ms. Lau in the amount of

HK\$46,712,752.04 (the “**Debt (China LotSynergy)(Ms. Lau)**”); and (ii) the outstanding salary due by China Ecotourism in the amount of HK\$10,552,600 (the “**Debt (China Ecotourism)(Ms. Lau)**”, together with the Debt (China LotSynergy)(Ms. Lau), the “**2nd Assigned Amount**”), for the offsetting in the sum of HK\$6,000,000 (the “**2nd Setoff Amount**”), being part of the outstanding loan due from Ms. Lau to Mr. Wang under the Loan Agreement.

- (C) On 9 September 2025, Mr. Wang as assignor and Trinity Eagle as assignee entered into an assignment (the “**1st Assignment (Trinity Eagle)**”) in relation to assignment of the 1st Assigned Amount at the consideration of HK\$1,600,000, among which HK\$160,000 (the “**1st Assignment Consideration (First Tranche)**”) has been paid on the date of the 1st Assignment (Trinity Eagle), and the remaining balance of HK\$1,440,000 (the “**1st Assignment Consideration (Second Tranche)**”) shall be paid within 6 months from the date of the 1st Assignment (Trinity Eagle).
- (D) On 9 September 2025, Mr. Wang as assignor and Trinity Eagle as assignee entered into an assignment (the “**2nd Assignment (Trinity Eagle)**”) in relation to assignment of the 2nd Assigned Amount at the consideration of HK\$4,900,000, among which HK\$490,000 (the “**2nd Assignment Consideration (First Tranche)**”) has been paid on the date of the 2nd Assignment (Trinity Eagle), and the remaining balance of HK\$4,410,000 (the “**2nd Assignment Consideration (Second Tranche)**”) shall be paid within 6 months from the date of the 2nd Assignment (Trinity Eagle).
- (E) On 25 March 2026, Trinity Eagle, Mr. Wang, Ms. Lau, Ms. Chan, China Ecotourism, China LotSynergy and Champ Technology have agreed to execute the Deed of Assignment (the “**Deed of Assignment**”) to confirm and record the agreement and understanding between the parties hereto and to acknowledge and confirm (i) the unwinding of the assignment of the 1st Assigned Amount from Mr. Wang to Trinity Eagle; (ii) the unwinding of the assignment of the 2nd Assigned Amount from Mr. Wang to Trinity Eagle; (iii) the unwinding of the assignment of the 1st Assigned Amount from Ms. Chan to Mr. Wang; (iv) the unwinding of the assignment of the 2nd Assigned Amount from Ms. Lau to Mr. Wang; and (v) the assignment of the 1st Assigned Amount from Ms. Chan to Trinity Eagle; and (vi) the assignment of the 2nd Assigned Amount from Ms. Lau to Trinity Eagle.
- (F) Trinity Eagle, Mr. Wang, Ms. Lau, Ms. Chan, China Ecotourism, China LotSynergy and Champ Technology agree to amend and restate the Deed of Assignment in its entirety on the terms set forth herein and the terms of the Deed of Assignment shall be null and void in their entirety.

NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATION

- 1.1 In this Deed, the expression “**this Deed**” shall mean this Deed of Assignment, as amended from time to time.
- 1.2 The headings of this Deed are inserted for convenience only and shall be ignored in construing this Deed. Unless the context otherwise requires, references in this Deed to the singular shall be deemed to include references to the plural and vice versa;

references to one gender shall include all genders and reference to any person shall include an individual, firm, body corporate or unincorporate.

2. UNWINDING OF THE ASSIGNMENT OF THE 1ST ASSIGNED AMOUNT FROM MR. WANG TO TRINITY EAGLE

2.1 Trinity Eagle hereby transfers and assigns unto Mr. Wang all its title, rights, interests and benefits in and of the 1st Assigned Amount (including but not limited to the interest accrued and to be accrued thereon) to hold the same unto Mr. Wang absolutely.

2.2 In consideration of the assignment of 1st Assigned Amount from Trinity Eagle to Mr. Wang, Mr. Wang:

(a) hereby agrees and acknowledges that he shall refund and has refunded the 1st Assignment Consideration (First Tranche) to the following bank account upon the execution of this Deed:

Name of Bank: The Hongkong and Shanghai Banking Corporation Limited
Account Name: Chan Ka Wang Chris
Account Number: [REDACTED]
Swift Code: HSBCHKHHHKH

(b) hereby agrees and acknowledges to wholly release, acquit and discharge Trinity Eagle, its successors and assigns, from any and all liability of any nature whatsoever and from any and all claims, demands, causes of actions or liens of any nature whatsoever arising out of or in connection with the 1st Assignment Consideration (Second Tranche).

3. UNWINDING OF THE ASSIGNMENT OF THE 2ND ASSIGNED AMOUNT FROM MR. WANG TO TRINITY EAGLE

3.1 Trinity Eagle hereby transfers and assigns unto Mr. Wang all its title, rights, interests and benefits in and of the 2nd Assigned Amount (including but not limited to the interest accrued and to be accrued thereon) to hold the same unto Mr. Wang absolutely.

3.2 In consideration of the assignment of 2nd Assigned Amount from Trinity Eagle to Mr. Wang, Mr. Wang:

(a) hereby agrees and acknowledges that he shall refund and has refunded the 2nd Assignment Consideration (First Tranche) to the following bank account upon the execution of this Deed:

Name of Bank: The Hongkong and Shanghai Banking Corporation Limited
Account Name: Chan Ka Wang Chris
Account Number: [REDACTED]
Swift Code: HSBCHKHHHKH

(b) to wholly release, acquit and discharge Trinity Eagle, its successors and assigns, from any and all liability of any nature whatsoever and from any and all claims, demands, causes of actions or liens of any nature whatsoever arising out of or in

connection with the 2nd Assignment Consideration (Second Tranche).

4. UNWINDING OF THE ASSIGNMENT OF THE 1ST ASSIGNED AMOUNT FROM MS. CHAN TO MR. WANG

- 4.1 Mr. Wang hereby transfers and assigns unto Ms. Chan all his title, rights, interests and benefits in and of the 1st Assigned Amount (including but not limited to the interest accrued and to be accrued thereon) to hold the same unto Ms. Chan absolutely.
- 4.2 In consideration of the assignment of 1st Assigned Amount from Mr. Wang to Ms. Chan, Ms. Lau agrees to assume a liability owing to Mr. Wang of an amount equal to the 1st Setoff Amount immediately upon execution of this Deed.

5. UNWINDING OF THE ASSIGNMENT OF THE 2ND ASSIGNED AMOUNT FROM MS. LAU TO MR. WANG

- 5.1 Mr. Wang hereby transfers and assigns unto Ms. Lau all his title, rights, interests and benefits in and of the 2nd Assigned Amount (including but not limited to the interest accrued and to be accrued thereon) to hold the same unto Ms. Lau absolutely.
- 5.2 In consideration of the assignment of 2nd Assigned Amount from Mr. Wang to Ms. Lau, Ms. Lau agrees to assume a liability owing to Mr. Wang of an amount equal to the 2nd Setoff Amount immediately upon execution of this Deed.

6. THE ASSIGNMENT OF THE 1ST ASSIGNED AMOUNT FROM MS. CHAN TO TRINITY EAGLE

- 6.1 Ms. Chan hereby transfers and assigns unto Trinity Eagle all her title, rights, interests and benefits in and of the 1st Assigned Amount (including but not limited to the interest accrued and to be accrued thereon) to hold the same unto Trinity Eagle absolutely.
- 6.2 In consideration of the assignment of 1st Assigned Amount from Ms. Chan to Trinity Eagle, Trinity Eagle agrees to pay HK\$1,600,000 (the “1st Consideration”) to Ms. Chan (or her nominee(s)) upon the effective date of the scheme of arrangement (the “Creditors Scheme”) between China Ecotourism and its creditors under Part 13 of the Companies Ordinance (Chapter 622 of the Laws of Hong Kong) which has been approved by the requisite statutory majorities of creditors with voting claims on 25 September 2025 and sanctioned by the High Court of Hong Kong on 15 October 2025.
- 6.3 Out of her free will and without any force, compulsion or undue influence and for no consideration whatsoever, Ms. Chan hereby irrevocably and unconditionally agrees, confirms and instructs Trinity Eagle to pay the 1st Consideration to the following bank account in accordance with the instruction from China Ecotourism directly, as gift free and clear from all claims, liens or encumbrances and for the China Ecotourism’s own absolute use (the “Gift (Ms. Chan)”).

Name of Bank: The Hongkong and Shanghai Banking Corporation Limited
Account Name: China LotSynergy Limited
Account Number: [REDACTED]
Swift Code: HSBCHKHCHKH

- 6.4 For the avoidance of doubt, Ms. Chan hereby irrevocably and unconditionally agrees, confirms and acknowledges that the Gift (Ms. Chan) is not and will not be advanced, loaned, deposited, invested or considered as capital contributions, prepayments, escrow monies, trust arrangements or any other arrangements in which Ms. Chan retains any interests (including any equitable interests) whatsoever. Accordingly, Ms. Chan hereby irrevocably and unconditionally agrees, confirms and acknowledges that China Ecotourism and/or its nominee(s) is not required to refund, return, repay or distribute or share with Ms. Chan any interest and returns arising from, any or all the Gift (Ms. Chan) made by Ms. Chan.
- 6.5 Ms. Chan hereby further irrevocably and unconditionally agrees, confirms and acknowledges that she shall deliver all proprietary rights and symbolic possession of the Gift (Ms. Chan) to China Ecotourism and/or its nominee(s) under this Deed.
- 6.6 Ms. Chan hereby further irrevocably and unconditionally agrees, confirms and acknowledges that Ms. Chan shall have no right, title or interest in, or any nature or kind whatsoever in the Gift (Ms. Chan) and that China Ecotourism and/or its nominee(s) has become the absolute owner of the Gift (Ms. Chan) upon receipt of the same. China Ecotourism and/or its nominee(s) is not required to account to Ms. Chan how the Gift (Ms. Chan) is to be used.
- 6.7 Ms. Chan hereby irrevocably and unconditionally covenants, agrees and undertakes that she shall not, either through herself or other third party(ies), demand, claim, request, take any proceeding, and/or take any action whatsoever against China Ecotourism and/or its nominee(s) relating to or in any way connected with this Deed for the refund, return, repayment of any or all of the Gift (Ms. Chan) and any interest and returns arising therefrom. Any action(s) taken or to be taken by Ms. Chan for the attempted recovery of any or all of the Gift (Ms. Chan) shall be withdrawn, discontinued and cancelled.
- 6.8 Ms. Chan and China Ecotourism hereby confirm and acknowledge that: (i) there is no debt or liability due by China Ecotourism to Ms. Chan whatsoever; (ii) no money or assets are held or due by China Ecotourism on behalf of or due to Ms. Chan; (iii) there is no business venture between Ms. Chan and China Ecotourism; (iv) Ms. Chan unconditionally releases, remises and forever discharges in full any claims, rights, assets, dues, liabilities, debts, sums of money, shares, ownership and/or equities of companies, and demands against China Ecotourism whatsoever.
7. **THE ASSIGNMENT OF THE 2ND ASSIGNED AMOUNT FROM MS. LAU TO TRINITY EAGLE**
- 7.1 Ms. Lau hereby transfers and assigns unto Trinity Eagle all her title, rights, interests and benefits in and of the 2nd Assigned Amount (including but not limited to the interest accrued and to be accrued thereon) to hold the same unto Trinity Eagle absolutely.
- 7.2 In consideration of the assignment of 2nd Assigned Amount from Ms. Lau to Trinity Eagle, Trinity Eagle agrees to pay HK\$4,900,000 (the “2nd Consideration”) to Ms. Lau (or her nominee(s)) upon the effective date of the Creditors Scheme.

- 7.3 Out of her free will and without any force, compulsion or undue influence and for no consideration whatsoever, Ms. Lau hereby irrevocably and unconditionally agrees, confirms and instructs Trinity Eagle to pay the 2nd Consideration to the following bank account in accordance with the instruction from China Ecotourism directly, as gift free and clear from all claims, liens or encumbrances and for the China Ecotourism's own absolute use (the "Gift (Ms. Lau)").

Name of Bank: The Hongkong and Shanghai Banking Corporation Limited
Account Name: China LotSynergy Limited
Account Number: [REDACTED]
Swift Code: HSBCHKHCHKH

- 7.4 For the avoidance of doubt, Ms. Lau hereby irrevocably and unconditionally agrees, confirms and acknowledges that the Gift (Ms. Lau) is not and will not be advanced, loaned, deposited, invested or considered as capital contributions, prepayments, escrow monies, trust arrangements or any other arrangements in which Ms. Lau retains any interests (including any equitable interests) whatsoever. Accordingly, Ms. Lau hereby irrevocably and unconditionally agrees, confirms and acknowledges that China Ecotourism and/or its nominee(s) is not required to refund, return, repay or distribute or share with Ms. Lau any interest and returns arising from, any or all the Gift (Ms. Lau) made by Ms. Lau.
- 7.5 Ms. Lau hereby further irrevocably and unconditionally agrees, confirms and acknowledges that she shall deliver all proprietary rights and symbolic possession of the Gift (Ms. Lau) to China Ecotourism and/or its nominee(s) under this Deed.
- 7.6 Ms. Lau hereby further irrevocably and unconditionally agrees, confirms and acknowledges that Ms. Lau shall have no right, title or interest in, or any nature or kind whatsoever in the Gift (Ms. Lau) and that China Ecotourism and/or its nominee(s) has become the absolute owner of the Gift (Ms. Lau) upon receipt of the same. China Ecotourism and/or its nominee(s) is not required to account to Ms. Lau how the Gift (Ms. Lau) is to be used.
- 7.7 Ms. Lau hereby irrevocably and unconditionally covenants, agrees and undertakes that she shall not, either through herself or other third party(ies), demand, claim, request, take any proceeding, and/or take any action whatsoever against China Ecotourism and/or its nominee(s) relating to or in any way connected with this Deed for the refund, return, repayment of any or all of the Gift (Ms. Lau) and any interest and returns arising therefrom. Any action(s) taken or to be taken by Ms. Lau for the attempted recovery of any or all of the Gift (Ms. Lau) shall be withdrawn, discontinued and cancelled.
- 7.8 Ms. Lau and China Ecotourism hereby confirm and acknowledge that: (i) there is no debt or liability due by China Ecotourism to Ms. Lau whatsoever; (ii) no money or assets are held or due by China Ecotourism on behalf of or due to Ms. Lau; (iii) there is no business venture between Ms. Lau and China Ecotourism; (iv) Ms. Lau unconditionally releases, remises and forever discharges in full any claims, rights, assets, dues, liabilities, debts, sums of money, shares, ownership and/or equities of companies, and demands against China Ecotourism whatsoever.

8. **ACKNOWLEDGEMENT BY CHINA ECOTOURISM**

8.1 China Ecotourism hereby acknowledges receipt of the notice of assignment of the Debt (China Ecotourism)(Ms. Chan) and the Debt (China Ecotourism)(Ms. Lau) in the manner provided in this Assignment.

8.2 The Company further acknowledges and confirms that it will pay to Trinity Eagle or as it may direct all sums in respect of the Debt (China Ecotourism)(Ms. Chan) and the Debt (China Ecotourism)(Ms. Lau) at any time upon receipt of any instructions or notices from Trinity Eagle.

9. ACKNOWLEDGEMENT BY CHINA LOTSYNERGY

9.1 China LotSynergy hereby acknowledges receipt of the notice of assignment of the Debt (China LotSynergy)(Ms. Chan) and the Debt (China LotSynergy)(Ms. Lau) in the manner provided in this Assignment.

9.2 China LotSynergy further acknowledges and confirms that it will pay to Trinity Eagle or as it may direct all sums in respect of the Debt (China LotSynergy)(Ms. Chan) and the Debt (China LotSynergy)(Ms. Lau) at any time upon receipt of any instructions or notices from Trinity Eagle.

10. ACKNOWLEDGEMENT BY CHAMP TECHNOLOGY

10.1 Champ Technology hereby acknowledges receipt of the notice of assignment of the Debt (Champ Technology)(Ms. Chan) in the manner provided in this Assignment.

10.2 Champ Technology further acknowledges and confirms that it will pay to Trinity Eagle or as it may direct all sums in respect of Debt (Champ Technology)(Ms. Chan) at any time upon receipt of any instructions or notices from Trinity Eagle.

11. FURTHER ASSURANCE

11. Each of Mr. Wang, Ms. Chan and Ms. Lau shall execute and do all such assurances, acts, deed and things as Trinity Eagle may require and procure other relevant parties so to do for perfecting, preserving and protecting the assignment of the 1st Assigned Amount and the 2nd Assigned Amount as herein provided and for perfecting, preserving or protecting all or any of the rights, powers or remedies conferred hereby.

12. ASSIGNS

12.1 This Deed shall enure to the benefit of and be binding on each party and its respective successors and permitted assigns provided that none of the parties hereto shall assign or transfer or purport to assign or transfer any of its rights or obligations hereunder without the consent of the other parties hereto.

13. GOVERNING LAW AND JURISDICTION

13.1 This Deed shall be governed by and construed in accordance with the laws of Hong Kong.

- 13.2 The parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.
- 13.3 Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed shall have no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623, Laws of Hong Kong) to enforce any of the terms of this Deed, and whether so provided in this Deed or not, no consent of third party is required for the amendment to (including the waiver or compromise of any obligation), rescission of or termination of this Deed.

IN WITNESS WHEREOF this Deed has been duly executed by all parties hereto on the day and year first above written.

TRINITY EAGLE

EXECUTED AS A DEED by)
affixing the COMMON SEAL of)

TRINITY EAGLE INVESTMENTS LIMITED)

and SIGNED BY)
for and on its behalf)

in the presence of)

Karly

Witness signature: _____

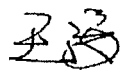
Name of witness: _____

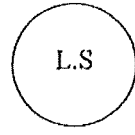
MR. WANG

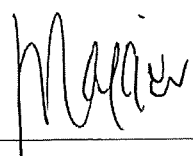
SIGNED, SEALED and DELIVERED by

WANG TAO

in the presence of:

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) _____



Witness signature:  _____

Name of witness: **WONG Yin Ming** _____

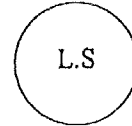
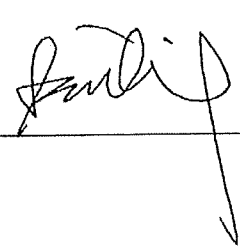
MS. LAU

SIGNED, SEALED and DELIVERED by

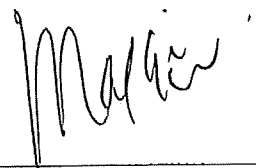
LAU TING

in the presence of:

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_____)



Witness signature: _____



Name of witness: WONG Yin Ming

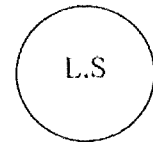
MS. CHAN

SIGNED, SEALED and DELIVERED by

CHAN TAN NA DONNA

in the presence of:

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)
)
)
)



Chan Tan Na Donna

Witness signature: _____

Wong Yin Ming

Name of witness: _____

WONG Yin Ming

CHINA ECOTOURISM

EXECUTED AS A DEED by
affixing the **COMMON SEAL** of

CHINA ECOTOURISM GROUP LIMITED

and **SIGNED BY** ZHU Xinxin and DI Ling
for and on its behalf

in the presence of

Manning

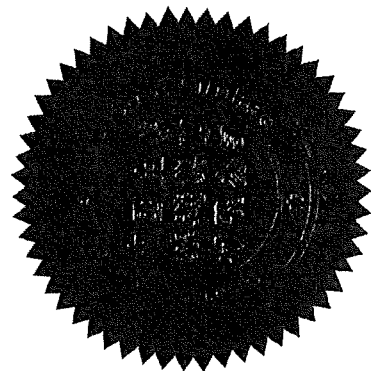
Witness signature: _____

Name of witness: **WONG Yin Ming**

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CHINA LOTSYNERGY

EXECUTED AS A DEED by)
affixing the **COMMON SEAL** of)

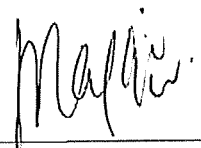
CHINA LOTSYNERGY LIMITED)

and **SIGNED BY YANG Xinxin**)
for and on its behalf)

in the presence of)

楊新



Witness signature: 

Name of witness: WONG Yin Ming

