

THE FOUNDER GROUP (AS DEFINED HEREIN)

AND

BROOKLYN INVESTMENT LIMITED

AND

BROOKLYN LIMITED

DEED OF IRREVOCABLE UNDERTAKING

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THIS DEED is dated 5 December 2020 and made between:

GRANTED BY:

- (1) **THE PERSONS** whose details are set out in Schedule 1 (the "**Founder Group**");

IN FAVOUR OF:

- (2) **BROOKLYN INVESTMENT LIMITED**, a limited liability company incorporated under the laws of Cayman Islands, whose registered office is at 94 Solaris Avenue, Camana Bay, PO Box 1348, Grand Cayman KY1-1108, Cayman Islands (the "**Offeror**"); and
- (3) **BROOKLYN LIMITED**, a limited liability company incorporated under the laws of Hong Kong (registered no. 2993515), whose registered office is at 1009, 10/F Gloucester Tower, Landmark, 15 Queen's Road, Central, Hong Kong ("**CVC Holdco**").

WHEREAS:

- (A) I.T Limited (the "**Company**") is an exempted company incorporated in Bermuda whose issued shares are currently listed on the Stock Exchange of Hong Kong ("**Stock Exchange**") (stock code: 999) with its registered office at Clarendon House, 2 Church Street, Hamilton HM11, Bermuda and as at the date hereof has an authorised capital of HK\$300,000,000.00 divided into 3,000,000,000 Shares (as defined below), of which 1,195,797,307 Shares have been issued and are fully paid up and 760,599,564 of which (representing approximately 63.61% of the issued share capital of the Company at the date hereof) are legally or beneficially owned by the Founder Group.
- (B) The Offeror intends to proceed with the Scheme (as defined below) substantially on the terms and conditions set out in the Announcement and otherwise as described in this Undertaking.
- (C) The Offeror and CVC Holdco acknowledge that Founder Group desires to remain as indirect shareholders of the Company by holding an interest in the holding company of the Offeror after the Effective Date, and, upon the terms contained in this Undertaking, the Founder Group agrees to irrevocably undertake: (i) to implement the cancellation of the Founder Scheme Shares under the Scheme in consideration for the Founder Cancellation Consideration; (ii) to provide undertakings to the Court to agree to and be bound by the Scheme and to receive the Founder Cancellation Consideration in consideration for cancellation of their Founder Scheme Shares under the Scheme; (iii) to the extent permitted under Applicable Laws, in respect of all the Founder Scheme Shares, to vote in favour of the resolutions at the SGM to approve and give effect to the Reduction together with any and all resolutions proposed at the SGM to implement the Scheme and/or as otherwise necessary for the Scheme to become effective (the "**Resolutions**"); and (iv) to otherwise support the Scheme and provide such undertakings to the Court as are appropriate and necessary for the Scheme to be approved and/or implemented, in accordance with the terms and subject to the conditions to be set out in the Scheme Document.

NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATION

1.1 In this Agreement, the following words and expressions shall have the following meanings:

"Affiliate" means: (i) in relation to an individual, that individual's close relatives (being any spouse, child (including adopted child and step-child), parent or sibling of that individual), any person Controlling, Controlled by or under common Control with such individual and/or such individual's close relatives (acting singly or together) and any trust of which any such person is the settlor and/or a beneficiary; or (ii) in relation to any other person, any person Controlling, Controlled by or under common Control with such particular person.

"Announcement" means the joint announcement to be published by the Offeror and the Company pursuant to Rule 3.5 of the Takeovers Code in respect of the Proposal, substantially in the form contained in Schedule 4.

"Applicable Laws" means with respect to any person, any laws, rules, regulations, guidelines, directives, treaties, judgements, decrees, orders or notices of any Authority that is applicable to such person.

"Authority" means any relevant government, administrative or regulatory body, or court, tribunal, arbitrator or governmental agency or authority or department (including any relevant securities exchange) and whether supranational, national, regional or local.

"Business Day" means a day (other than a Saturday or Sunday) on which the Stock Exchange is open for the transaction of business and on which the banks are open for business in Hong Kong and the Registrar of Companies is open for business in Bermuda.

"Companies Act" means the Companies Act 1981 of Bermuda.

"Conditions" has the meaning given to it in the Announcement.

"Control" in relation to a company, means the power to direct the management or policies of such company, whether through the ownership of more than 50% of the voting power of such company, through the power to appoint a majority of the members of the board of directors or similar governing body of such company, through contractual arrangements or otherwise, and references to **"Controlled"** or **"Controlling"** shall be construed accordingly.

"Court" means the Supreme Court of Bermuda.

"CVC Fund V" means, collectively, CVC Capital Partners Asia V L.P., CVC Capital Partners Asia V Associates L.P. and CVC Capital Partners Investment Asia V L.P.

"CVC Network" means CVC Fund V, CVC Asia Pacific Limited, CVC Capital Partners SICAV-FIS S.A. and CVC Capital Partners Advisory Group Holdings Foundation and each of their respective subsidiaries from time to time, and funds

and/or investment vehicles managed and/or advised by the aforementioned persons (but excluding, for the avoidance of doubt, portfolio companies in which such funds and investment vehicles hold an interest).

"Despatch Date" means the date of despatch of the Scheme Document.

"Effective Date" means the date on which the Scheme becomes effective in accordance with its terms and the Companies Act and the Conditions.

"Encumbrance" means any lien, pledge, encumbrance, charge (fixed or floating), mortgage, third party claim, debenture, option, right of pre-emption, right to acquire, assignment by way of security, trust arrangement for the purpose of providing security or other security interests of any kind securing any obligation of any person or any agreement or arrangement having a similar effect.

"Founder Cancellation Consideration" has the meaning given to it in the Announcement.

"Founder Scheme Shares" means: (i) the 760,599,564 Shares owned by the Founder Group specified in Schedule 2, (ii) any other Share which it may acquire on or after the date hereof; and (iii) any other Shares attributable to or derived from the Shares referred to in (i) and (ii) and held by the Founder Group.

"HK\$" means the lawful currency of Hong Kong.

"HKIAC" has the meaning given to it in Clause 18.2.

"Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China.

"Listing Rules" means the rules governing the listing of securities on the Stock Exchange.

"Long Stop Date" has the meaning given to it in the Announcement.

"Meetings" means the Scheme Meeting and the SGM.

"Notice" means a notice to be given pursuant to the terms of this Undertaking, and shall be construed in accordance with Clause 11.

"Parties" means the named parties to this Undertaking and **"Party"** means any one of them.

"Proposal" means the pre-conditional proposal for the privatisation of the Company by the Offeror to be effected by way of the Scheme.

"Reduction" means the proposed reduction (if any) of the issued share capital of the Company as a result of the Scheme under the Companies Act.

"Representatives" means in relation to any person, such person's directors, officers, employees or professional advisers, and with respect to the Offeror or CVC Holdco, its and its Affiliate's (with respect to CVC Holdco, including CVC Network,

investment funds advised by its Affiliates and any Affiliates of such funds) respective directors, officers, employees, advisers, financing sources, investors, limited partners, insurers, direct and indirect shareholders or agents.

"Rules" has the meaning given to it in Clause 18.2.

"Sanction Hearing" means the final Court hearing seeking sanction of the Scheme.

"Scheme" means a scheme of arrangement under section 99 of the Companies Act for the implementation of the Proposal, with or subject to any modification, addition or condition approved or imposed by the Court and agreed by the Company and the Offeror.

"Scheme Document" means the composite scheme document (which shall contain, among other things, further details of the Proposal and the circular of the Company's board of directors including an explanatory statement required by section 100 of the Companies Act), the accompanying proxy forms, and notices of the Meetings, to be despatched by the Offeror and the Company to all Shareholders on the Despatch Date as required by the Takeovers Code, as may be amended or supplemented from time to time.

"Scheme Shareholders" has the meaning given to it in the Announcement.

"Scheme Meeting" means a meeting of the Scheme Shareholders to be convened at the direction of the Court at which the Scheme (with or without modification) will be voted upon, or any adjournment thereof. The notice of the Scheme Meeting will be set out in the Scheme Document.

"SFO" means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong).

"SGM" means the special general meeting of the Company to be convened for the purposes of considering, and if thought fit, approving the Resolutions and includes any adjourned meeting relating thereto.

"Shareholder(s)" means the registered holder(s) of the Shares.

"Shares" means the ordinary shares of HK\$0.10 each in the share capital of the Company.

"Stock Exchange" means The Stock Exchange of Hong Kong Limited.

"Takeovers Code" means the Code on Takeovers and Mergers of Hong Kong.

"Undertaking" means this Undertaking as amended or varied from time to time.

"Warranties" means the representations and warranties given by the Founder Group and contained in this Undertaking set out in Clause 2 and Schedule 3 and the expression **"Warranty"** means any one of them.

1.2 In this Undertaking, unless otherwise specified:

- 1.2.1 references to Clauses and Schedules are to clauses in and schedules to this Undertaking (unless the context otherwise requires);
 - 1.2.2 use of any gender includes the other genders and use of the singular includes the plural and vice versa unless the context requires otherwise;
 - 1.2.3 references to a "person" shall be construed so as to include any individual, firm, company, government, state or agency of a state, local or municipal authority or government body or any joint venture, association or partnership (whether or not having separate legal personality);
 - 1.2.4 a reference to any Party to this Undertaking or party to any other agreement or document includes such party's successors and permitted assigns;
 - 1.2.5 the *ejusdem generis* principle of construction shall not apply to this Undertaking. Accordingly general words shall not be given a restrictive meaning by reason of their being preceded or followed by words indicating a particular class of acts, matters or things or by examples falling within the general words;
 - 1.2.6 references in this Undertaking to statutory provisions shall be construed as references to those provisions as respectively amended, consolidated, extended or re-enacted from time to time and any orders, regulations, instruments or other subordinate legislation made from time to time under the statute concerned;
 - 1.2.7 any reference to a "day" (including within the phrase "Business Day") shall mean a period of twenty-four (24) hours running from midnight to midnight;
 - 1.2.8 references to times are to Hong Kong time; and
 - 1.2.9 a reference to any other document referred to in this Undertaking is a reference to that other document as amended, varied, novated or supplemented at any time.
- 1.3 In this Undertaking, references to:
- 1.3.1 being "**interested in**" or having "**interests in**" shares or securities shall be interpreted in accordance with the SFO;
 - 1.3.2 "**acting in concert**", "**business day**", "**dealing**" and "**offer period**" shall be interpreted in accordance with the Takeovers Code; and
 - 1.3.3 the "**Scheme**" shall include any new, increased, renewed or revised offer made by or on behalf of the Offeror, howsoever to be implemented.

2. OWNERSHIP OF SHARES

- 2.1 The Founder Group hereby represents, warrants and undertakes to the Offeror and CVC Holdco as at the date hereof, on the Despatch Date and the Effective Date that:

- 2.1.1 the Founder Group is the only legal or beneficial owners (directly or indirectly) of the Founder Scheme Shares, free and clear of any Encumbrances and all such Founder Scheme Shares have been properly allotted and issued and are fully paid-up; and
- 2.1.2 save as set out in Schedule 2, the Founder Group is not interested in any other securities of the Company and does not have any rights to subscribe for, purchase or otherwise acquire any securities of the Company.

3. DEALINGS

3.1 The Founder Group undertakes that none of them shall, before the Effective Date (or if the Scheme is not approved at the Scheme Meeting or if the Resolutions are not approved, as the case may be, before the Scheme Meeting), and other than in connection with the Scheme or pursuant to Clause 4 below:

- 3.1.1 sell, transfer, redeem, repay, charge, create or grant any option or lien over or otherwise dispose of (or permit any such action to occur in respect of) all or any of the Founder Scheme Shares or any interest therein;
- 3.1.2 create or permit to subsist any Encumbrances over all or any of the Founder Scheme Shares or any interest therein;
- 3.1.3 accept, or give any undertaking (whether conditional or unconditional) to accept, exercise voting rights attached to the Founder Scheme Shares to approve or otherwise agree to, any offer, scheme of arrangement, merger or other business combination made or proposed to be made in respect of the Founder Scheme Shares by any person other than the Offeror;
- 3.1.4 enter into any agreement in respect of the votes or other rights attached to any of the Founder Scheme Shares (including entering into any swap or other arrangement that transfers to another, in whole or in part, any of the economic consequences or incidents of ownership to such Founder Scheme Shares or interest therein);
- 3.1.5 except with the prior written consent of the Offeror and CVC Holdco, purchase, acquire, subscribe for or otherwise deal in any Shares or other securities of the Company or any interest therein; or
- 3.1.6 enter into any discussion, agreement or arrangement, incur any obligation or give any indication of intent (or permit such circumstances to occur) to do all or any of the acts referred to in paragraphs 3.1.1 to 3.1.5 above, which would or might restrict or impede the implementation of the Proposal and the Scheme by any person or the Founder Group's ability to comply with this Undertaking, and for the avoidance of doubt, references in this paragraph to any discussion, agreement, arrangement or obligation shall include any such discussion, agreement, arrangement or obligation whether or not legally binding or subject to any condition, or which is to take effect upon or following closing or lapsing of the Scheme, or upon or following this Undertaking ceasing to be binding, or upon or following any other event.

4. IRREVOCABLE UNDERTAKING

4.1 The Founder Group irrevocably undertakes to the Offeror and CVC Holdco:

- 4.1.1 to implement the cancellation of the Founder Scheme Shares under the Scheme in consideration for the Founder Cancellation Consideration;
- 4.1.2 to provide undertakings to the Court to agree to and be bound by the Scheme and to receive the Founder Cancellation Consideration in consideration for cancellation of their Founder Scheme Shares under the Scheme; and
- 4.1.3 to the extent permitted under Applicable Laws, in respect of all the Founder Scheme Shares, to vote or procure to vote, in favour of the Resolutions, and to otherwise support the Scheme and provide such undertakings to the Court as are appropriate and necessary for the Scheme to be approved and/or implemented,

in each case, in accordance with the terms and subject to the conditions to be set out in the Scheme Document.

5. REPRESENTATIONS AND WARRANTIES

- 5.1 The Founder Group represents and warrants to the Offeror and CVC Holdco that each of the Warranties is true, accurate and not misleading at the date of this Undertaking. On the Despatch Date and the Effective Date, subject to this Undertaking not having been terminated, the Founder Group is deemed to represent and warrant to the Offeror and CVC Holdco that each of the Warranties is true, accurate and not misleading at the Despatch Date and the Effective Date. For this purpose only, where in a Warranty there is an express or implied reference to the "date of this Undertaking", that reference is, subject to this Undertaking not having been terminated, to be construed as a reference to the Despatch Date or the Effective Date (as the case may be).
- 5.2 The Founder Group acknowledges that the Offeror is entering into this Undertaking and proceeding with the Proposal and Scheme in reliance upon the Warranties.
- 5.3 Each of the Warranties shall be construed as a separate and independent warranty and (save where expressly provided to the contrary) shall not be limited or restricted by reference to or inference from the terms of any other term of this Undertaking or any other Warranty.
- 5.4 Nothing in this Undertaking shall limit or exclude the liability of the Founder Group to the extent such liability arises as a result of their own fraud or wilful default.
- 5.5 The rights and remedies of the Offeror and CVC Holdco in respect of a breach of any of the Warranties shall not be affected by the giving of any time or other indulgence by the Offeror or CVC Holdco to any person, or by any other cause whatsoever except as provided in this Undertaking or in a specific waiver or release by the Offeror or CVC Holdco in writing and any such waiver or release shall not prejudice or affect any remaining rights or remedies of the Offeror or CVC Holdco.

6. VOTING RIGHTS AND PREJUDICIAL ACTION

6.1 The Founder Group hereby irrevocably undertakes to the Offeror and CVC Holdco that:

6.1.1 the Founder Group shall exercise, or procure the exercise of, the voting rights attached to the Founder Scheme Shares on any resolution which would assist implementation of the Scheme if it were passed or rejected at a general, class or other meeting of the Company's shareholders in accordance with the Offeror's reasonable instructions;

6.1.2 the Founder Group shall exercise, or procure the exercise of, the voting rights attached to the Founder Scheme Shares against any resolution which purports to approve or give effect to a proposal by a person other than the Offeror, to acquire (or have issued to it) any Founder Scheme Shares (whether by way of offer, scheme of arrangement or otherwise) or any material assets of the Company;

6.1.3 the Founder Group shall not make any offer to acquire the whole or any part of the issued share capital of the Company nor permit any company in which the Founder Group, directly or indirectly, has any interest to make such an offer;

6.1.4 the Founder Group shall not, directly or indirectly, enter into any agreement or arrangement with any person whether conditionally or otherwise, to do any of the acts referred to in this Clause 6; and

6.1.5 except to the extent required under the Takeovers Code, the Listing Rules or any Applicable Laws, no member of the Founder Group shall take any action or make any statement which may have the effect of delaying, disrupting or otherwise causing the Scheme not to become effective at the earliest practicable time or at all, or which is or may be prejudicial to the success of the Scheme.

6.2 The Founder Group hereby undertakes that none of them shall approve any frustrating action (as such term is defined pursuant to Rule 4 of the Takeovers Code) proposed by the board of the Company.

7. CONSENTS

7.1 The Founder Group agrees to:

7.1.1 the issue of the Announcement with the references to the Founder Group and to details of this Undertaking;

7.1.2 details of this Undertaking being set out in any other announcement in respect of the Scheme and in the Scheme Document; and

7.1.3 this Undertaking being available for inspection during the offer period.

8. ANNOUNCING THE PROPOSAL AND THE SCHEME

- 8.1 For the avoidance of doubt, nothing in this Undertaking shall oblige the Offeror to announce or proceed with the Proposal and the Scheme. The obligations of the Founder Group under this Undertaking will cease and terminate if the Announcement is not released by a date falling ten (10) Business Days after the date of this Undertaking.
- 8.2 The Founder Group acknowledges that until the Announcement is released, the fact that the Proposal and Scheme is under consideration is insider information and must be treated in the strictest confidence, a breach of which, or any dealing in securities of the Company, could constitute a civil and/or criminal offence under the insider dealing and/or market abuse provisions of the SFO and liable to sanction by the courts of Hong Kong.
- 8.3 If, in the course of implementing the Scheme, the Offeror revises the terms of the Scheme, this Undertaking will extend to any revised or improved offer and all references to the "Scheme" in this Undertaking shall be construed accordingly.

9. CONFIDENTIAL INFORMATION

Each Party undertakes to each other to keep confidential (i) matters referred to in this Undertaking; and (ii) all information they have acquired about each other and agrees to use the information only for the purposes contemplated by the Proposal, **provided that** nothing in this Clause 9 shall restrict the disclosure of information (a) required by the Takeovers Code, the Listing Rules or any Applicable Laws, or (b) on a need-to-know and strictly confidential basis to a Party's Representatives who are under a similar obligation of confidentiality or are otherwise under a binding professional obligation of confidentiality.

10. TERMINATION

- 10.1 This Undertaking shall terminate immediately if:
- 10.1.1 the Announcement fails to be published in accordance with Clause 8.1;
 - 10.1.2 the Proposal and the Scheme are otherwise not implemented by the Long Stop Date;
 - 10.1.3 the Scheme is not approved at the Scheme Meeting;
 - 10.1.4 the Resolutions are not approved at the SGM; or
 - 10.1.5 at the Sanction Hearing, the Court does not sanction the Scheme.
- 10.2 In the event of the termination of this Undertaking in accordance with its terms, this Undertaking shall terminate in all respects with immediate effect, and no Party shall have any claim under this Undertaking against any other Party, save that:
- 10.2.1 the provisions of Clauses 1 and 9 to 18 shall continue to apply in full force and effect thereafter; and

- 10.2.2 such termination shall be without prejudice to a Party's accrued rights and remedies, obligations and liabilities under this Undertaking as at the date of such termination.

11. NOTICES

- 11.1 A notice or other communication under or in connection with this Undertaking (a "**Notice**") shall be in writing, in the English language, delivered by hand, e-mail or courier using an internationally recognised courier company, to the person(s) due to receive the Notice to the address set out in Clause 11.2 or to another address or person specified by that person by not less than five (5) Business Days' written notice to the other Parties, such notice to be received before the Notice was despatched (and such new address or person shall, unless otherwise stated, thereafter apply to all Notices sent to that person).

- 11.2 For the purposes of this Clause 11, a Notice shall be sent to the e-mail addresses, or addresses and for the attention of those persons set out below:

- 11.2.1 in the case of the Founder Group, a Notice shall be deemed to be sent to each member of the Founder Group if it is sent to (unless otherwise indicated in such Notice):

Address: Flat B, 38/F, Tower 3, Tregunter, 14 Tregunter Path, Hong Kong
Email: alisons@ithk.com / karwais@ithk.com
Attention: Sham Sau Han / Sham Kar Wai

- 11.2.2 in the case of the Offeror:

Address: C/O Mourant Governance Services (Cayman) Limited, 94 Solaris Avenue, Camana Bay, PO Box 1348, Grand Cayman KY1-1108, Cayman Islands
Email: karwais@ithk.com / yjiang@cvc.com
Attention: Sham Kar Wai / Yann Jiang

- 11.3 In the absence of evidence of earlier receipt, a Notice shall be deemed to have been duly given if:

11.3.1 delivered personally, when left at the address referred to in Clause 11.2;

11.3.2 sent by courier, two (2) Business Days after posting it; or

11.3.3 sent by e-mail, upon receipt.

12. OTHER

- 12.1 Any date, time or period referred to in this Undertaking shall be of the essence except to the extent to which all Parties agree in writing to vary any date, time or period, in which event the varied date, time or period shall be of the essence.

12.2 The Founder Group has been given a realistic opportunity to consider whether or not it should give this Undertaking and has received independent advice about the nature of this Undertaking.

12.3 The Founder Group agrees that damages would not be an adequate remedy for breach of this Undertaking, and acknowledges that the other Parties may be entitled to seek remedies of specific performance and other equitable relief for breach of this Undertaking.

13. **COSTS**

The costs of each of the Parties in relation to the negotiation, preparation, execution and performance by them of this Undertaking will be borne by themselves, respectively.

14. **ENTIRE AGREEMENT**

This Undertaking constitutes the entire agreement and supersedes any previous agreements (if any) between the parties relating to the subject matter of this Undertaking.

15. **VARIATION**

A variation of this Undertaking is only valid if it is in writing and signed by or on behalf of each Party.

16. **FURTHER ASSURANCE**

Each of the Parties agrees to take all such action or procure that all such action is taken as is reasonable in order to implement the terms of this Undertaking or any transaction, matter or thing contemplated by this Undertaking.

17. **COUNTERPARTS**

This Undertaking may be executed in any number of counterparts, each of which when executed and delivered is an original and all of which together evidence the same instrument.

18. **GOVERNING LAW AND JURISDICTION**

18.1 This Agreement is governed by, and shall be construed in accordance with, the laws of Hong Kong.

18.2 Any dispute, controversy or claim arising out of or in connection with this Agreement, including any question regarding its existence, validity, interpretation, breach or termination shall be referred to and finally resolved by arbitration at the Hong Kong International Arbitration Centre ("HKIAC") in accordance with the HKIAC Administered Arbitration Rules ("**Rules**"), which Rules are deemed to be incorporated by reference into this Clause and as may be amended by the rest of this Clause.

18.3 The seat of arbitration shall be Hong Kong. The arbitration agreement shall be governed by Hong Kong law. The language of the arbitration proceedings shall be

English. The arbitration tribunal shall consist of three (3) arbitrators: each of CVC Holdco on one hand and the Founder Group on the other hand shall be entitled to designate one (1) arbitrator and the two (2) arbitrators thus appointed shall designate the third arbitrator who shall be the presiding arbitrator; if within thirty (30) days of a request from the other Party to do so either CVC Holdco or the Founder Group fails to designate an arbitrator, or if the two (2) arbitrators fail to designate the third arbitrator within thirty (30) days after the confirmation of appointment of the second arbitrator, the appointment shall be made, upon request of either CVC Holdco or the Founder Group, by the council established by HKIAC in accordance with the Rules.

SCHEDULE 1
DETAILS OF THE FOUNDER GROUP

- (1) Mr Sham Kar Wai, holder of Hong Kong ID bearing number D659513(9)
- (2) Mr Sham Kin Wai, holder of Hong Kong ID bearing number D701682(5)
- (3) Ms Sham Sau Han, holder of Hong Kong ID bearing number D659514(7)
- (4) Ms Sham Sau Wai, holder of Hong Kong ID bearing number D383970(3)
- (5) Mr Fung Yuk Hung, holder of Hong Kong ID bearing number D637766(2)
- (6) 3WH (BVI) Limited, an exempted company incorporated in the British Virgin Islands with limited liability (registered no. 2048577), whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands
- (7) Effective Convey Limited, an exempted company incorporated in the British Virgin Islands with limited liability (registered no. 387005), whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands
- (8) Fine Honour Limited, an exempted company incorporated in the British Virgin Islands with limited liability (registered no. 1558507), whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands
- (9) Sure Elite Limited, an exempted company incorporated in the British Virgin Islands with limited liability (registered no. 1558524), whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands
- (10) Fresh Start Holdings Limited, an exempted company incorporated in the British Virgin Islands with limited liability (registered no. 1546481), whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands
- (11) Fortune Symbol Limited, an exempted company incorporated in the British Virgin Islands with limited liability (registered no. 1557931), whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands

SCHEDULE 2
FOUNDER SCHEME SHARES AS AT THE DATE OF THIS UNDERTAKING

Legal owners	No. of ordinary shares in the Company	Percentage of the total issued share capital of the Company
Mr Sham Kar Wai	6,834,000	0.57%
Mr Sham Kin Wai	6,834,000	0.57%
Ms Sham Sau Han	39,743,941	3.32%
Ms Sham Sau Wai	7,692,985	0.64%
Mr Fung Yuk Hung	930,197	0.08%
Effective Convey Limited	349,282,221	29.21%
Fine Honour Limited	169,197,830	14.15%
Sure Elite Limited	60,028,130	5.02%
Fresh Start Holdings Limited	60,028,130	5.02%
Fortune Symbol Limited	60,028,130	5.02%
Total for the Founder Group	760,599,564	63.61%

SCHEDULE 3 WARRANTIES

1. Each member of the Founder Group, in relation to a body corporate:
 - 1.1 is a limited liability company duly incorporated or established under the laws of its respective place of incorporation and has been validly existing since incorporation; and
 - 1.2 is duly authorised, has full power and authority and has taken all actions necessary to execute and deliver this Undertaking and exercise its rights and perform its obligations under this Undertaking in accordance with its terms.
2. Each member of the Founder Group, in relation to an individual, has full power and authority and has taken all actions necessary to execute and deliver this Undertaking and exercise his or her rights and perform his or her obligations under this Undertaking in accordance with its terms.
3. The Founder Group's obligations under this Undertaking and each document to be executed at or before the Effective Date will constitute, or where the relevant document is executed, constitutes, valid, legal and binding obligations of the Founder Group enforceable in accordance with their respective terms.
4. Neither the execution nor performance of this Undertaking (or a document to be executed on or before the Effective Date) nor the making and completion of the Scheme will result in or amount to, a violation or breach by the Founder Group of any Applicable Laws, or constitute a breach by the Founder Group of any contract, agreement, articles of association, undertaking or commitment to which any member of the Founder Group is a party, **provided that** any necessary consents or waivers will have been obtained from relevant third parties before the Effective Date.

SCHEDULE 4
THE ANNOUNCEMENT

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BROOKLYN INVESTMENT LIMITED

(incorporated in Cayman Islands with limited liability)



(incorporated in Bermuda with limited liability)

(Stock Code: 999)

JOINT ANNOUNCEMENT

**(1) PRE-CONDITIONAL PROPOSAL FOR THE PRIVATISATION OF
I.T LIMITED BY THE OFFEROR
BY WAY OF A SCHEME OF ARRANGEMENT
UNDER SECTION 99 OF THE COMPANIES ACT**

(2) PROPOSED WITHDRAWAL OF LISTING OF I.T LIMITED

(3) ESTABLISHMENT OF THE INDEPENDENT BOARD COMMITTEE

(4) RESUMPTION OF TRADING IN THE SHARES

Financial Adviser to the Offeror

Morgan Stanley

Morgan Stanley Asia Limited

INTRODUCTION

The respective directors of the Offeror and the Company jointly announce that on 5 December 2020, the Offeror and the Company have entered into the Implementation Agreement, pursuant to which the parties have agreed to use all reasonable endeavours to implement the Proposal to privatise the Company by way of a scheme of arrangement under section 99 of the Companies Act.

The Offeror has appointed Morgan Stanley to act as its financial adviser in connection with the Proposal.

As at the date of this announcement, the Company has not appointed a financial adviser in connection with the Proposal. The Independent Financial Adviser will be appointed by the Board in due course to advise the Independent Board Committee in connection with the Proposal, the Scheme and the Joint Offeror Cooperation Arrangement. A further announcement will be made upon the appointment of the Independent Financial Adviser.

TERMS OF THE PROPOSAL

If the Proposal is approved and implemented:

- (a) the Founder Scheme Shares held by the Founder Group will be cancelled in consideration for the Founder Cancellation Consideration;
- (b) all Non-Founder Scheme Shares will be cancelled in consideration for the Cancellation Price of HK\$3 per Non-Founder Scheme Share, which shall be paid in cash;
- (c) new Shares will be issued to the Offeror, credited as fully paid, such that the Company will become wholly-owned directly by the Offeror; and
- (d) the listing of the Shares on the Stock Exchange will be withdrawn with effect immediately following the Effective Date.

Cancellation Price per Non-Founder Scheme Share

The Cancellation Price of HK\$3 per Non-Founder Scheme Share represents:

- (a) a premium of approximately 54.6% over the closing price of HK\$1.940 per Share as quoted on the Stock Exchange on the Last Trading Date;
- (b) a premium of approximately 84.7% over the average closing price of approximately HK\$1.624 per Share as quoted on the Stock Exchange for the 5 trading days up to and including the Last Trading Date;
- (c) a premium of approximately 135.5% over the average closing price of approximately HK\$1.274 per Share as quoted on the Stock Exchange for the 30 trading days up to and including the Last Trading Date;
- (d) a premium of approximately 162.4% over the average closing price of approximately HK\$1.143 per Share as quoted on the Stock Exchange for the 60 trading days up to

and including the Last Trading Date;

- (e) a premium of approximately 173.0% over the average closing price of approximately HK\$1.099 per Share as quoted on the Stock Exchange for the 90 trading days up to and including the Last Trading Date;
- (f) a premium of approximately 170.4% over the average closing price of approximately HK\$1.109 per Share as quoted on the Stock Exchange for the 120 trading days up to and including the Last Trading Date;
- (g) a premium of approximately 156.7% over the average closing price of approximately HK\$1.169 per Share as quoted on the Stock Exchange for the 180 trading days up to and including the Last Trading Date;
- (h) a premium of approximately 51.8% to the audited consolidated net asset value attributable to Shareholders per Share of approximately HK\$1.977 as at 29 February 2020; and
- (i) a premium of approximately 73.1% to the unaudited consolidated net asset value attributable to Shareholders per Share of approximately HK\$1.733 as at 31 August 2020, which is calculated based on the financial information disclosed in the Interim Result Announcement by the sum of the Company's total issued share capital of HK\$119.58 million and total reserves of HK\$1,953.07 million, divided by the total number of outstanding Shares of 1,195,797,307 as of 31 August 2020.

The Cancellation Price has been determined on a commercial basis after taking into account, among other things, the challenging operating environment facing the Group, the significant investment required to reinvigorate the financial performance of the Group, financial performance of the Group, recent and historic traded prices of the Shares, and with reference to other privatisation transactions in Hong Kong in recent years.

The Offeror will not increase the Cancellation Price and does not reserve the right to do so. Shareholders and potential investors should be aware that, following the making of this statement, the Offeror will not be allowed to increase the Cancellation Price.

CONFIRMATION OF FINANCIAL RESOURCES

The Proposal will involve making an offer to cancel all of the Non-Founder Scheme Shares, in exchange for the Cancellation Price of HK\$3 per Non-Founder Scheme Share in cash.

Taking into account that the Founder Scheme Shares will be cancelled in consideration for the Founder Cancellation Consideration, the total amount of cash required to implement the Proposal in full will be approximately HK\$1,305,593,229. The Offeror proposes to finance the consideration payable under the Scheme with a combination of existing fund facilities available to and/or equity commitment from the CVC Funds.

Morgan Stanley, the financial adviser to the Offeror, is satisfied that sufficient financial resources are available to the Offeror for satisfying in full its payment obligations in respect of the cash consideration payable under the Proposal.

PRE-CONDITION TO THE PROPOSAL AND THE SCHEME

The making of the Proposal is, and the implementation of the Scheme will be, subject to the satisfaction of the non-waivable Pre-Condition (being the SAMR issuing a notice approving the Proposal and the Scheme, or the statutory clearance period specified by the SAMR pursuant to the PRC Anti-Monopoly Law, including any extension of such period, having elapsed and no objection having been raised or qualifications or requirements imposed by the SAMR in relation to the Proposal or the Scheme) on or prior to the Pre-Condition Long Stop Date.

The Pre-Condition is not waivable. All references to the Scheme in this announcement are references to the possible Scheme which will be implemented if, and only if, the Pre-Condition is satisfied.

The Offeror proposes to make the SAMR Filing as soon as practicable after the date of this announcement. Subject to any comments, extension of period, conditions, qualifications and other requirements imposed by the SAMR in accordance with the PRC Anti-Monopoly Law, it is estimated that the Offeror will be expected to become aware of whether the Pre-Condition has been satisfied or not in approximately three months after the initial submission of the SAMR Filing.

The Offeror will issue a further announcement as soon as practicable after (a) the Pre-Condition has been satisfied, or (b) if the Pre-Condition has not been satisfied by the Pre-Condition Long Stop Date and the Proposal will lapse.

CONDITIONS OF THE PROPOSAL AND VOTING

The Proposal and the Scheme will only become effective and binding on the Company and all of the Shareholders if the following Conditions are fulfilled or waived (as applicable):

- (a) the approval of the Scheme (by way of poll) by a majority in number of the Scheme Shareholders present and voting at the Scheme Meeting, representing not less than 75% in value of those Scheme Shares that are voted either in person or by proxy by the Scheme Shareholders at the Scheme Meeting (the Founder Group having provided an undertaking to the Court as set out herein to agree to and be bound by the Scheme and to receive the Founder Cancellation Consideration in consideration for cancellation of its Founder Scheme Shares under the Scheme);
- (b) the approval of the Scheme (by way of poll) by at least 75% of the votes attaching to the Scheme Shares held by the Disinterested Shareholders (being all Scheme Shareholders, other than those acting in concert with the Offeror) that are voted either in person or by proxy at the Scheme Meeting, **provided that** the number of votes cast against the resolution to approve the Scheme is not more than 10% of the votes attaching to all of the Scheme Shares held by the Disinterested Shareholders;
- (c) the passing by the Shareholders at the SGM of: (i) a special resolution to approve any reduction of the issued share capital of the Company by the cancellation of the Scheme Shares; and (ii) an ordinary resolution to apply the reserve created by the cancellation of the Scheme Shares to contemporaneously maintain the issued share capital of the Company by the allotment and issue to the Offeror of such number of new Shares (credited as fully paid) as is equal to the number of the Scheme Shares cancelled;

- (d) the sanction of the Scheme (with or without modification) by the Court and the delivery to the Registrar of Companies in Bermuda of a copy of the order of the Court for registration;
- (e) compliance with the procedural requirements and conditions, if any, under section 46(2) of the Companies Act in relation to any reduction of the issued share capital of the Company;
- (f) in relation to the Joint Offeror Cooperation Arrangement: (i) the receipt of an opinion from the Independent Financial Adviser to the Independent Board Committee confirming that the Joint Offeror Cooperation Arrangement is fair and reasonable as far as the Disinterested Shareholders are concerned; (ii) the passing of an ordinary resolution by the Disinterested Shareholders at the SGM to approve the Joint Offeror Cooperation Arrangement; and (iii) the grant of consent under Note 3 to Rule 25 of the Takeovers Code from the Executive to the Joint Offeror Cooperation Arrangement;
- (g) all Approvals which are: (i) required in connection with the Proposal by Applicable Laws or any licences, permits or contractual obligations of the Company; and (ii) material in the context of the Group (taken as a whole), having been obtained (or, as the case may be, completed) and remaining in full force and effect without modification up to and as at the Effective Date;
- (h) no Authority in any jurisdiction having taken or instituted any action, proceeding, suit, investigation or enquiry (or enacted or proposed, and there not continuing to be outstanding, any statute, regulation, demand or order), in each case, which would make the Proposal void, unenforceable, illegal or impracticable (or which would impose any material and adverse conditions or obligations with respect to the Proposal);
- (i) all Applicable Laws having been complied with and no legal or regulatory requirement having been imposed by any Authority which is not expressly provided for, or is in addition to the requirements expressly provided for, in the Applicable Laws in connection with the Proposal which are material in the context of the Group (taken as a whole), in each case up to and as at the Effective Date;
- (j) since the date of this announcement, there having been no material adverse change to the business, financial or trading position of the Group, each taken as a whole; and
- (k) save in connection with the implementation of the Proposal, the listing of the Company on the Stock Exchange not having been withdrawn, and no indication having been received from the Executive and/or the Stock Exchange to the effect that the listing of the Shares on the Stock Exchange is or is likely to be withdrawn.

The Conditions in paragraphs (a) to (i) (inclusive) above are not waivable. The Offeror reserves the right to waive all or any of the Conditions in paragraphs (j) to (k) (inclusive) above in whole or in part. The Company does not have the right to waive any of the Conditions. All of the above Conditions must be fulfilled or waived, as applicable, on or before the Long Stop Date, failing which the Proposal and the Scheme will lapse.

FOUNDER IRREVOCABLE UNDERTAKINGS

On 5 December 2020, each member of the Founder Group has given an irrevocable undertaking in favour of the Offeror and CVC Holdco being the other Joint Offeror to take certain actions, including (among others):

- (a) to agree to and assist in implementing the cancellation of the Founder Scheme Shares held by them in consideration for the Founder Cancellation Consideration;
- (b) to provide undertakings to the Court to agree to and be bound by the Scheme and to receive the Founder Cancellation Consideration in consideration for cancellation of their Founder Scheme Shares under the Scheme; and
- (c) to the extent permitted by Applicable Laws (including the Takeovers Code), to vote any Shares held by them in favour of any resolutions proposed at the SGM to implement the Scheme or which are necessary for the Scheme to become effective.

JOINT OFFEROR COOPERATION ARRANGEMENT

As the Joint Offeror Cooperation Arrangement (being: (a) the cancellation of Founder Scheme Shares in consideration for the Founder Cancellation Consideration; (b) the entry by the relevant members of the Founder Group, CVC Holdco and/or EquityCo into the Consortium Agreement and the Shareholders' Agreement; and (c) the Restructuring) is not offered to all Shareholders, the Joint Offeror Cooperation Arrangement requires the consent of the Executive under Note 3 to Rule 25 of the Takeovers Code. The Offeror will make an application to seek consent of the Executive, and the Proposal and the Scheme are subject to fulfilment of the Condition relating to the Joint Offeror Cooperation Arrangement in paragraph (f) in the section headed "*Conditions of the Proposal and Voting*" above.

INDEPENDENT BOARD COMMITTEE AND INDEPENDENT FINANCIAL ADVISER

An Independent Board Committee, which comprises the following independent non-executive Directors: Dr. Wong Tin Yau, Kelvin, JP; Mr. Francis Goutenmacher; and Mr. Tsang Hin Fun, Anthony, has been established by the Board on 4 December 2020 to make a recommendation to the Disinterested Shareholders as to whether: (a) the Proposal, and in particular the Scheme and the Joint Offeror Cooperation Arrangement, are fair and reasonable to the Disinterested Shareholders; and (b) to vote in favour of the Joint Offeror Cooperation Arrangement at the SGM and the Scheme at the Scheme Meeting.

The Independent Financial Adviser will be appointed by the Board in due course to advise the Independent Board Committee on the Proposal, the Scheme and the Joint Offeror Cooperation Arrangement. A further announcement will be made after the appointment of the Independent Financial Adviser.

WITHDRAWAL OF LISTING OF THE SHARES

Upon the Scheme becoming effective, all Scheme Shares will be cancelled (with the equivalent number of new Shares being simultaneously issued and credited as fully paid to the Offeror to maintain the issued share capital of the Company) and the share certificates for the Scheme Shares will thereafter cease to have effect as documents or evidence of title. The

Company will make an application for the listing of the Shares to be withdrawn from the Stock Exchange in accordance with Rule 6.15 of the Listing Rules, with effect immediately following the Effective Date.

TRADING HALT AND RESUMPTION OF TRADING IN THE SHARES

At the request of the Company, trading in the Shares on the Stock Exchange was halted from 2:44 p.m. on 30 November 2020 (Hong Kong time), pending the issuance of this announcement. An application has been made by the Company to the Stock Exchange for the resumption of trading in the Shares on the Stock Exchange with effect from 9:00 a.m. on 7 December 2020 (Hong Kong time).

IF THE SCHEME IS NOT APPROVED OR THE PROPOSAL LAPSES

Subject to the requirements of the Takeovers Code, the Scheme will lapse if any of the Pre-Condition or the Conditions has not been fulfilled or waived, as applicable, on or before the Pre-Condition Long Stop Date or the Long Stop Date. If the Scheme is not approved or the Proposal otherwise lapses, the listing of the Shares on the Stock Exchange will not be withdrawn.

DESPATCH OF THE SCHEME DOCUMENT

A Scheme Document including, among other things, further details of the Proposal, the Scheme and the Joint Offeror Cooperation Arrangement, an explanatory statement as required under the Companies Act, the expected timetable relating to the Proposal, the recommendations of the Independent Board Committee, the letter of advice from the Independent Financial Adviser and notices of the Scheme Meeting and the SGM will be despatched to the Scheme Shareholders as soon as practicable and in compliance with the requirements of the Takeovers Code and Applicable Laws.

WARNINGS

Shareholders and potential investors should be aware that the Proposal is subject to the Pre-Condition and the Conditions being fulfilled or waived, as applicable, and therefore the Proposal may or may not be implemented. Shareholders and potential investors should therefore exercise caution when dealing in the securities of the Company. Persons who are in doubt as to the action they should take should consult their stockbroker, bank manager, solicitor or other professional advisers.

This announcement is not intended to and does not constitute, or form part of, any offer to sell or subscribe for or an invitation to purchase or subscribe for any securities or the solicitation of any vote or approval in any jurisdiction pursuant to the Proposal or otherwise, nor shall there be any sale, issuance or transfer of securities of the Company in any jurisdiction in contravention of applicable law. The Proposal will be made solely through the Scheme Document, which will contain the full terms and conditions of the Proposal, including details of how to vote on the Proposal. Any approval or other response to the Proposal should be made only on the basis of information in the Scheme Document and the individual circumstances of the Shareholder making the decision.

The availability of the Proposal to persons who are not resident in Hong Kong may be affected by the laws of the relevant jurisdictions in which they are located or of which

they are citizens. Persons who are not so resident in Hong Kong should inform themselves about, and observe, any applicable legal or regulatory requirements of their jurisdictions. Further details in relation to overseas shareholders will be contained in the Scheme Document.

Notice to US investors

The Proposal is being made to cancel the securities of a Bermuda company by means of a scheme of arrangement provided for under the laws of Bermuda and is subject to Hong Kong disclosure requirements which are different from those of the United States.

A transaction effected by means of a scheme of arrangement is not subject to the tender offer rules of the US Securities Exchange Act of 1934, as amended. Accordingly, the Proposal is subject to the disclosure requirements and practices applicable in Bermuda and Hong Kong to schemes of arrangement which differ from the disclosure and procedural requirements applicable under the US federal securities laws.

The receipt of cash pursuant to the Proposal by a US holder of Scheme Shares as consideration for the cancellation of his/her Scheme Shares pursuant to the Scheme may be a taxable transaction for US federal income tax purposes and under applicable US state and local, as well as foreign and other tax laws. Each holder of Scheme Shares is urged to consult his/her independent professional adviser immediately regarding the tax consequences of the Proposal applicable to him/her.

It may be difficult for US holders of Scheme Shares to enforce their rights and claims arising out of the US federal securities laws, since the Offeror and the Company are located in a country other than the United States, and some or all of their officers and directors may be residents of a country other than the United States. US holders of Scheme Shares may not be able to sue a non-US company or its officers or directors in a non-US court for violations of the US securities laws. Further, it may be difficult to compel a non-US company and its affiliates to subject themselves to a US court's judgment.

INTRODUCTION

On 5 December 2020, the Offeror and the Company have entered into the Implementation Agreement, pursuant to which the parties have agreed to use all reasonable endeavours to implement the Proposal to privatise the Company by way of a scheme of arrangement under section 99 of the Companies Act.

As at the date of this announcement, save for 1,195,797,307 Shares in issue, the Company does not have any other outstanding options, warrants, convertible securities or other relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) in issue.

As at the date of this announcement, the Founder Group directly and indirectly holds and/or controls the voting rights over 760,599,564 Shares in aggregate, representing approximately 63.61% of the outstanding issued share capital of the Company, being the Founder Scheme Shares. For the avoidance of doubt, these Shares form part of the Scheme Shares.

The remaining 435,197,743 Shares, representing approximately 36.39% of the outstanding issued share capital of the Company, are held by other Shareholders, being the Non-Founder Scheme Shares.

Please refer to the section headed "*Shareholding structure of the Company*" for the simplified shareholding structures of the Company as at the date of this announcement and immediately upon the Effective Date.

If the Scheme is approved and implemented:

- (a) the Founder Scheme Shares held by the Founder Group will be cancelled in consideration for the Founder Cancellation Consideration;
- (b) all Non-Founder Scheme Shares will be cancelled in consideration for the Cancellation Price of HK\$3 per Non-Founder Scheme Share which shall be paid in cash;
- (c) new Shares corresponding to the cancelled Scheme Shares will be issued to the Offeror, credited as fully paid, such that the Company will become wholly-owned directly by the Offeror; and
- (d) the listing of the Shares on the Stock Exchange will be withdrawn with effect immediately following the Effective Date.

The Offeror has appointed Morgan Stanley to act as its financial adviser in connection with the Proposal.

As at the date of this announcement, the Company has not appointed a financial adviser in connection with the Proposal. The Independent Financial Adviser will be appointed by the Board in due course to advise the Independent Board Committee in connection with the Proposal, the Scheme and the Joint Offeror Cooperation Arrangement. A further announcement will be made upon the appointment of the Independent Financial Adviser.

TERMS OF THE PROPOSAL

The Board will, subject to the satisfaction of the Pre-Condition, put forward the Proposal. Upon the fulfilment of the Conditions and the Scheme becoming effective, all Scheme Shares will be cancelled and:

- (a) for cancellation of the Founder Scheme Shares, Founder Holdco will be entitled to receive the crediting as being fully paid of all of its approximately 50.65% unpaid EquityCo shares (and approximately 13% of unpaid EquityCo shares that Founder Holdco has directed EquityCo to issue and credit to CVC Holdco directly as part of the Joint Offeror Cooperation Arrangement as detailed in the section headed "*Joint Offeror Cooperation Arrangement*" below, including, amongst others, the "share adjustment" arrangement as set out in further details in paragraph (k) of the section headed "*Shareholders' Agreement*" below and the arrangements described in the section headed "*Restructuring Term Sheet*" below); and
- (b) for cancellation of the Non-Founder Scheme Shares, the Non-Founder Scheme Shareholders will be entitled to receive the Cancellation Price of HK\$3 per Non-Founder Scheme Share in cash.

In compliance with Rule 20.1(a) of the Takeovers Code, upon the Scheme becoming effective, the consideration for cancellation of the Founder Scheme Shares and Non-Founder Scheme Shares will be paid to the Scheme Shareholders whose names appear in the register of members of the Company on the Record Date as soon as possible, but in any event within seven business days (as defined in the Takeovers Code) following the Effective Date.

Cancellation Price per Non-Founder Scheme Share

The Cancellation Price of HK\$3 per Non-Founder Scheme Share represents:

- (a) a premium of approximately 54.6% over the closing price of HK\$1.940 per Share as quoted on the Stock Exchange on the Last Trading Date;
- (b) a premium of approximately 84.7% over the average closing price of approximately HK\$1.624 per Share as quoted on the Stock Exchange for the 5 trading days up to and including the Last Trading Date;
- (c) a premium of approximately 135.5% over the average closing price of approximately HK\$1.274 per Share as quoted on the Stock Exchange for the 30 trading days up to and including the Last Trading Date;
- (d) a premium of approximately 162.4% over the average closing price of approximately HK\$1.143 per Share as quoted on the Stock Exchange for the 60 trading days up to and including the Last Trading Date;
- (e) a premium of approximately 173.0% over the average closing price of approximately HK\$1.099 per Share as quoted on the Stock Exchange for the 90 trading days up to and including the Last Trading Date;
- (f) a premium of approximately 170.4% over the average closing price of approximately HK\$1.109 per Share as quoted on the Stock Exchange for the 120 trading days up to and including the Last Trading Date;
- (g) a premium of approximately 156.7% over the average closing price of approximately HK\$1.169 per Share as quoted on the Stock Exchange for the 180 trading days up to and including the Last Trading Date;
- (h) a premium of approximately 51.8% to the audited consolidated net asset value attributable to Shareholders per Share of approximately HK\$1.977 as at 29 February 2020; and
- (i) a premium of approximately 73.1% to the unaudited consolidated net asset value attributable to Shareholders per Share of approximately HK\$1.733 as at 31 August 2020, which is calculated based on the financial information disclosed in the Interim Result Announcement by the sum of the Company's total issued share capital of HK\$ 119.58 million and total reserves of HK\$1,953.07 million, divided by the total number of outstanding Shares of 1,195,797,307 as of 31 August 2020.

Highest and lowest prices

During the six-month period ended on and including the Last Trading Date, the highest closing price of the Shares as quoted on the Stock Exchange was HK\$1.940 on 30 November

2020 (being the Last Trading Date), and the lowest closing price of the Shares as quoted on the Stock Exchange was HK\$0.960 on 8 September 2020, 7 September 2020, and 10 August 2020.

Basis for determining the Cancellation Price

The Cancellation Price has been determined on a commercial basis after taking into account, among other things, the challenging operating environment facing the Group, the significant investment required to reinvigorate the financial performance of the Group, financial performance of the Group, recent and historic traded prices of the Shares, and with reference to other privatisation transactions in Hong Kong in recent years.

Dividend payment by the Company

As at the date of this announcement, the Company has not declared any dividend which remains unpaid. The Company does not intend to declare and/or pay any dividend before the Effective Date or the date on which the Scheme is not approved, or the Proposal otherwise lapses (as the case may be).

Events following the Scheme becoming effective

On the basis of the number of Scheme Shares in issue as at the date of this announcement, if the Conditions are fulfilled and upon the Scheme becoming effective:

- (a) all of the Scheme Shares will be cancelled;
- (b) the issued share capital of the Company will be reduced by the cancellation of all the Scheme Shares. Immediately after such reduction, the Company will issue to the Offeror such number of Shares as is equal to the number of Scheme Shares cancelled such that the issued share capital of the Company will be restored to its amount in issue immediately before the capital reduction. The reserve created in the books of accounts of the Company as a result of the cancellation of the Scheme Shares will be applied in paying up in full at par the new Shares so issued, credited as fully paid; and
- (c) the listing of the Shares on the Stock Exchange will be withdrawn pursuant to Rule 6.15 of the Listing Rules.

The Offeror will not increase the Cancellation Price and does not reserve the right to do so. Shareholders and potential investors should be aware that, following the making of this statement, the Offeror will not be allowed to increase the Cancellation Price.

SHARE OPTIONS

The Company had issued 64,810,000 Share Options, of which 23,780,000 Share Options were held by the Chairman, 23,780,000 Share Options were held by CCO, and the remaining 17,250,000 were held by the other members of the Founder Group.

Pursuant to the rules of the 2008 Share Option Scheme, Share Options granted but not exercised may be cancelled by the Company with the consent of the relevant holders of the Share Options.

On 4 December 2020, with the consent of grantees, the Company cancelled all of the 64,810,000 outstanding Share Options. The Offeror will therefore not be making any offer to the holders of the Share Options pursuant to Rule 13 of the Takeovers Code.

CONFIRMATION OF FINANCIAL RESOURCES

The Proposal will involve making an offer to cancel all of the Non-Founder Scheme Shares, in exchange for the Cancellation Price of HK\$3 per Non-Founder Scheme Share in cash.

Taking into account that the Founder Scheme Shares will be cancelled in consideration for the Founder Cancellation Consideration, the total amount of cash required to implement the Proposal in full will be approximately HK\$1,305,593,229. The Offeror proposes to finance the consideration payable under the Scheme with a combination of existing fund facilities available to and/or equity commitment from the CVC Funds.

Morgan Stanley, the financial adviser to the Offeror, is satisfied that sufficient financial resources are available to the Offeror for satisfying in full its payment obligations in respect of the cash consideration payable under the Proposal.

PRE-CONDITION TO THE PROPOSAL AND THE SCHEME

The making of the Proposal is, and the implementation of the Scheme will be, subject to the satisfaction of the non-waivable Pre-Condition (being the SAMR issuing a notice approving the Proposal and the Scheme, or the statutory clearance period specified by the SAMR pursuant to the PRC Anti-Monopoly Law, including any extension of such period, having elapsed and no objection having been raised or qualifications or requirements imposed by the SAMR in relation to the Proposal or the Scheme) on or prior to the Pre-Condition Long Stop Date.

The Pre-Condition is not waivable. All references to the Scheme in this announcement are references to the possible Scheme which will be implemented if, and only if, the Pre-Condition is satisfied.

The Offeror proposes to make the SAMR Filing as soon as practicable after the date of this announcement. Subject to any comments, extension of period, conditions, qualifications and other requirements imposed by the SAMR in accordance with the PRC Anti-Monopoly Law, it is estimated that the Offeror will be expected to become aware of whether the Pre-Condition has been satisfied or not in approximately three months after the initial submission of the SAMR Filing.

If the Pre-Condition is satisfied on or before the Pre-Condition Long Stop Date, the Offeror will issue further announcement(s) as soon as practicable thereafter. If the Pre-Condition is not satisfied by the Pre-Condition Long Stop Date, the Proposal will lapse, the Scheme will not be implemented (unless the Offeror extends the Pre-Condition Long Stop Date with the consent of the Company as permitted by the Executive) and the Shareholders will also be notified by a further announcement as soon as practicable thereafter.

The Offeror may request for an extension if the Pre-Condition is not fulfilled by the Pre-Condition Long Stop Date. In determining whether to consent to any request for the extension of the Pre-Condition Long Stop Date, the Company will consider whether it is in the best interests of the Company and the Shareholders.

CONDITIONS OF THE PROPOSAL

The Proposal and the Scheme will only become effective and binding on the Company and all of the Shareholders if the following Conditions are fulfilled or waived (as applicable):

- (a) the approval of the Scheme (by way of poll) by a majority in number of the Scheme Shareholders present and voting at the Scheme Meeting, representing not less than 75 % in value of those Scheme Shares that are voted either in person or by proxy by the Scheme Shareholders at the Scheme Meeting (the Founder Group having provided an undertaking to the Court to agree to and be bound by the Scheme and to receive the Founder Cancellation Consideration in consideration for cancellation of their Founder Scheme Shares under the Scheme – see "*Founder Irrevocable Undertakings*" below);
- (b) the approval of the Scheme (by way of poll) by at least 75 % of the votes attaching to the Scheme Shares held by the Disinterested Shareholders that are voted either in person or by proxy at the Scheme Meeting, **provided that** the number of votes cast against the resolution to approve the Scheme is not more than 10 % of the votes attaching to all of the Scheme Shares held by the Disinterested Shareholders;
- (c) the passing by the Shareholders at the SGM of: (i) a special resolution to approve any reduction of the issued share capital of the Company by the cancellation of the Scheme Shares; and (ii) an ordinary resolution to apply the reserve created by the cancellation of the Scheme Shares to simultaneously restore the issued share capital of the Company by the allotment and issue to the Offeror of such number of new Shares (credited as fully paid) as is equal to the number of the Scheme Shares cancelled;
- (d) the sanction of the Scheme (with or without modification) by the Court and the delivery to the Registrar of Companies in Bermuda of a copy of the order of the Court for registration;
- (e) compliance with the procedural requirements and conditions, if any, under section 46(2) of the Companies Act in relation to any reduction of the issued share capital of the Company;
- (f) in relation to the Joint Offeror Cooperation Arrangement: (i) the receipt of an opinion from the Independent Financial Adviser to the Independent Board Committee confirming that the Joint Offeror Cooperation Arrangement is fair and reasonable as far as the Disinterested Shareholders are concerned; (ii) the passing of an ordinary resolution by the Disinterested Shareholders at the SGM to approve the Joint Offeror Cooperation Arrangement; and (iii) the grant of consent under Note 3 to Rule 25 of the Takeovers Code from the Executive to the Joint Offeror Cooperation Arrangement;
- (g) all Approvals which are: (i) required in connection with the Proposal by Applicable Laws or any licences, permits or contractual obligations of the Company; and (ii) material in the context of the Group (taken as a whole), having been obtained (or, as the case may be, completed) and remaining in full force and effect without modification up to and as at the Effective Date;
- (h) no Authority in any jurisdiction having taken or instituted any action, proceeding, suit, investigation or enquiry (or enacted or proposed, and there not continuing to be

outstanding, any statute, regulation, demand or order), in each case, which would make the Proposal void, unenforceable, illegal or impracticable (or which would impose any material and adverse conditions or obligations with respect to the Proposal);

- (i) all Applicable Laws having been complied with and no legal or regulatory requirement having been imposed by any Authority which is not expressly provided for, or is in addition to the requirements expressly provided for, in the Applicable Laws in connection with the Proposal which are material in the context of the Group (taken as a whole), in each case up to and as at the Effective Date;
- (j) since the date of this announcement, there having been no material adverse change to the business, financial or trading position of the Group, each taken as a whole; and
- (k) save in connection with the implementation of the Proposal, the listing of the Company on the Stock Exchange not having been withdrawn, and no indication having been received from the Executive and/or the Stock Exchange to the effect that the listing of the Shares on the Stock Exchange is or is likely to be withdrawn.

The Conditions in paragraphs (a) to (i) (inclusive) above are not waivable. The Offeror reserves the right to waive all or any of the Conditions in paragraphs (j) to (k) (inclusive) above in whole or in part. The Company does not have the right to waive any of the Conditions. All of the above Conditions must be fulfilled or waived, as applicable, on or before the Long Stop Date, failing which the Proposal and the Scheme will lapse.

Pursuant to Note 2 to Rule 30.1 of the Takeovers Code, the Offeror may only invoke any or all of the Conditions as a basis for not proceeding with the Proposal if the circumstances which give rise to the right to invoke such Condition are of material significance to the Offeror in the context of the Proposal.

As at the date of this announcement, other than pursuant to the Pre-Condition and the Conditions in paragraphs (a) to (f) (inclusive) above, the Offeror and the Company are not aware of any circumstances which may result in any of the Conditions in paragraphs (g) to (i) (inclusive) above not being satisfied. As at the date of this announcement and based on the information available to the Offeror, other than pursuant to the Pre-Condition and the Conditions in paragraphs (a) to (f) (inclusive) above, the Offeror is also not aware of any other Approvals which are required as set out in the Condition in paragraph (g) above.

If the Conditions are satisfied or validly waived (as applicable), the Scheme will be binding on all of the Shareholders, irrespective of whether or not they attended or voted at the Scheme Meeting or the SGM.

Warning: Shareholders and potential investors should be aware that the Proposal is subject to the Pre-Condition and the Conditions being fulfilled or waived, as applicable, and therefore the Proposal may or may not be implemented. Shareholders and potential investors should therefore exercise caution when dealing in the securities of the Company. Persons who are in doubt as to the action they should take should consult their stockbroker, bank manager, solicitor or other professional advisers.

FOUNDER IRREVOCABLE UNDERTAKINGS

On 5 December 2020, each member of the Founder Group has given an irrevocable undertaking in favour of the Offeror and CVC Holdco being the other Joint Offeror:

- (a) to agree to and assist in implementing the cancellation of the Founder Scheme Shares held by them in consideration for the Founder Cancellation Consideration;
- (b) to provide undertakings to the Court to agree to and be bound by the Scheme, and to receive the Founder Cancellation Consideration in consideration for cancellation of their Founder Scheme Shares under the Scheme;
- (c) to the extent permitted by Applicable Laws (including the Takeovers Code), to vote any Shares held by them in favour of any resolutions proposed at the SGM to implement the Scheme or which are necessary for the Scheme to become effective; and
- (d) not to: (i) dispose of any interest in any Shares held by them; (ii) accept any other offer to acquire such Shares; or (iii) vote in favour of any resolution which is proposed in competition with the Scheme, until the Scheme becomes effective, lapses or is withdrawn.

The Founder Irrevocable Undertakings will be terminated if the Scheme is not approved or the Proposal otherwise lapses or is withdrawn.

ARRANGEMENTS MATERIAL TO THE PROPOSAL

Implementation Agreement

On 5 December 2020, the Offeror and the Company entered into the Implementation Agreement, pursuant to which the parties have agreed to use all reasonable endeavours to do all such things within their power to implement the Proposal and cooperate to obtain all Approvals required in connection with the Proposal.

Under the Implementation Agreement, the Company has undertaken to the Offeror to: (a) use all reasonable endeavours to implement the Scheme; and (b) procure that, prior to the earlier of the Effective Date and termination of the Implementation Agreement, unless otherwise approved by the Shareholders in a general meeting in accordance with Rule 4 of the Takeovers Code, the Group shall not take certain actions, including (amongst others): (i) carrying on its business other than in the ordinary and usual course; (ii) issuing, authorising or proposing the issue of any securities or making any change to its share capital, other than in respect of wholly-owned member of the Group or pursuant to the terms of any shareholders' agreement governing any member of the Group; (iii) in respect of the Company only, recommending, proposing, declaring, paying or making any bonus issue, dividend or other distribution; (iv) entering into any merger or acquiring or disposing of any material assets; (v) incurring any indebtedness or creating any encumbrance, other than in the ordinary and usual course of business; (vi) creating or agreeing to create any encumbrance over its business or any asset except in the ordinary and usual course of business of the Group; or (vii) transferring or assigning to any third party any intellectual property which it owns or has the right of use as at the date of the Implementation Agreement as well as any other intellectual property which it subsequently acquires or obtains the right of use of.

The Company has further undertaken, amongst other things, that it will not, and will procure that no member of the Group shall, directly or indirectly: (a) solicit, encourage, or otherwise seek to procure the submission of proposals, indications of interests or offers of any kind which are reasonably likely to lead to an alternative offer from any person other than the Offeror; and (b) enter into, or participate in, any discussions or negotiations (other than responding to unsolicited enquiries) with any such person in relation to an alternative offer or provide any due diligence information on the Company and the Group to any third party in connection therewith, save to the extent that, based on the written advice of external legal counsel: (i) the Board reasonably considers that they are likely to be in breach of their directors' duties or statutory duties not to do so; or (ii) they are required to do so under Rule 6 of the Takeovers Code or other Applicable Laws.

Nothing in the Implementation Agreement is intended to prevent or deprive: (a) the Shareholders from having the opportunity to consider; or (b) the Company from considering, in each case, any unsolicited alternative offers, proposals or transactions in respect of, or for, the issued ordinary share capital or assets or undertakings (whether the whole or a substantial part) of the Company or the Group from any person other than the Offeror.

The Implementation Agreement will be terminated if the Scheme is not approved or the Proposal otherwise lapses or is withdrawn.

Joint Offeror Cooperation Arrangement

As part of the Proposal, the relevant members of the Founder Group, CVC Holdco and/or EquityCo entered into the following Joint Offeror Cooperation Arrangement:

- (a) Consortium Agreement;
- (b) Shareholders' Agreement; and
- (c) Restructuring Term Sheet.

As the Joint Offeror Cooperation Arrangement (being: (a) the cancellation of the Founder Scheme Shares in consideration for the Founder Cancellation Consideration; (b) the entry by the relevant members of the Founder Group, CVC Holdco and/or EquityCo into the Consortium Agreement and Shareholders' Agreement; and (c) the Restructuring) is not offered to all Shareholders (and is only offered to the members of the Founder Group, such that, after the Effective Date and the completion of the Restructuring, the Founder Group may continue to retain management control over, contribute to, participate in potential distributions of, and potentially benefit from non-guaranteed increase in value of the Offeror Group, while at the same time bearing risk of a potential fall in value, potential losses, or potential streams of negative cash flows of, or potential need for additional capital injection into the Offeror Group, resulting from undesirable performance or adverse market conditions, amongst other factors), the Joint Offeror Cooperation Arrangement requires the consent of the Executive under Note 3 to Rule 25 of the Takeovers Code, and the Offeror will make an application for consent to the Executive.

The Proposal and the Scheme are therefore subject to:

- (a) the receipt of an opinion from the Independent Financial Adviser to the Independent Board Committee confirming that the Joint Offeror Cooperation Arrangement is fair and reasonable as far as the Disinterested Shareholders are concerned;
- (b) the passing of an ordinary resolution by the Disinterested Shareholders at the SGM to approve the Joint Offeror Cooperation Arrangement; and
- (c) the grant of consent from the Executive to the Joint Offeror Cooperation Arrangement, which will be conditional on satisfaction of the matters in paragraphs (a) and (b) above.

Consortium Agreement

On 4 December 2020, Chairman, CCO (each in his personal capacity as a member of the Founder Group), and the Joint Offerors entered into the Consortium Agreement, pursuant to which the parties have agreed to conduct and implement the Proposal in consultation with one another and for EquityCo to have the shareholding structure as further described in the section headed "*Information on the Offeror Group*" below.

The Consortium Agreement will be terminated if the Scheme is not approved or the Proposal otherwise lapses or is withdrawn.

Shareholders' Agreement

On 5 December 2020, Chairman, CCO (each in his personal capacity as a member of the Founder Group), the Joint Offerors and EquityCo entered into the Shareholders' Agreement in respect of the governance of the Offeror Group, which is intended to take full effect upon the Scheme becoming effective. A summary of the key terms of the Shareholders' Agreement is set out below:

- (a) **Board composition.** Founder Holdco shall have the right to appoint three directors on the board of EquityCo, and CVC Holdco shall have the right to appoint two directors.
- (b) **Voting rights.** Ordinary shares, class A preference shares and class B preference shares in EquityCo will be voting, and each share will carry one vote.
- (c) **Dividend rights.** Each preference share will have a cumulative non-cash coupon at the rate of 10% per annum. No dividend on any ordinary share shall be declared unless the accrued interest on the preference shares is fully settled. CVC Holdco, as a holder of class B preference shares, shall be entitled to an additional preferred dividend of up to HK\$800,000,000 (subject to EquityCo's cash availability and external debt financing terms). There is no guarantee that such additional preferred dividend will be paid.
- (d) **Reserved matters.** The EquityCo board will be responsible for the overall direction, supervision and management of the Offeror Group, subject to minority protection reserved matters over which CVC Holdco shall have a veto right. Such reserved matters include, among others, amendment of constitutional documents and share capital, liquidation and winding up of any company of the Offeror Group, approval of business plan and annual budget, appointment of auditors and senior management of the Offeror Group, change of business scope, any material borrowings, mergers, investments, acquisitions, disposals and granting any material guarantees other than

provided in the business plan, entering into or settling any material dispute, and entering into any material related party transactions.

- (e) **Pre-emption rights.** Each shareholder shall have pre-emption rights to participate in any issuance of new shares by EquityCo.
- (f) **Transfer restriction.** Other than with the prior written consent of CVC Holdco, Chairman, CCO (each in his personal capacity) and Founder Holdco shall not, subject to customary exceptions, transfer their or its EquityCo shares to third parties during the term of the Shareholders' Agreement.
- (g) **Non-compete and non-solicit.** Founder Holdco, Chairman, CCO (each in his personal capacity) and their affiliates shall not, other than carrying on the Other Operations, compete with the Brand Operation, and shall not solicit the employment of the senior managers of the Offeror Group, subject to customary exceptions.
- (h) **Liquidation preference.** In case of a liquidation event (including, with respect to the Offeror Group, any liquidation, share sale resulting in Founder Holdco losing control, or sale of all or substantially all of the assets), ahead of holders of other classes of shares, holders of class B preference shares shall be entitled to (i) participate in such liquidation event, or (ii) be paid by EquityCo an amount no less than the sum of its investment amount and all accrued and unpaid dividend.
- (i) **Conversion rights.** Each preference share of EquityCo shall be automatically converted into ordinary shares immediately prior to the consummation of any initial public offering of EquityCo.
- (j) **Exit.** Shareholders of EquityCo endeavour to procure that EquityCo shall consummate a qualified initial public offering or a trade sale in approximately three to five years after the Effective Date, through which shareholders may exit from EquityCo. CVC Holdco has the right (but not the obligation) to exit ahead of other shareholders.
- (k) **Share adjustment.** If the net money-on-money return achieved by CVC Holdco through its future exits from EquityCo (calculated based on CVC Holdco's net return amount and investment amount) is within certain range, up to approximately 13% of EquityCo shares (which were initially issued and credited to CVC Holdco at the direction of Founder Holdco around the time of this announcement and the Effective Date respectively) will be proportionally returned to Founder Holdco upon CVC Holdco's future exits from EquityCo in accordance with a gradual scale. There is no certainty as to CVC Holdco's future exit return nor any guarantee that such share adjustment will eventually take place.
- (l) **Preferred dividend sharing.** After taking into account the share adjustment as described above, if CVC Holdco achieves a certain net money-on-money return threshold upon its future exits from EquityCo, CVC Holdco will share with Founder Holdco up to 63.5% of its preferred dividend actually received by CVC Holdco from EquityCo (to the extent CVC Holdco's net money-on-money return remains above a certain threshold). There is no certainty as to CVC Holdco's future exit return nor any guarantee that such preferred dividend sharing will eventually take place.

- (m) **Additional upside sharing.** After taking into account the share adjustment and the preferred dividend sharing as described above, if the net money-on-money return achieved by CVC Holdco through its future exits from EquityCo still exceeds a certain threshold, CVC Holdco will share with Founder Holdco an additional cash amount equal to approximately 15% of CVC Holdco's net return that is in excess of the certain threshold. There is no certainty as to CVC Holdco's future exit return nor any guarantee that such additional upside sharing will eventually take place.
- (n) **Termination.** The Shareholders' Agreement shall terminate (i) by the parties' written agreement, (ii) with respect to a shareholder, if that shareholder holds less than 10% EquityCo shares, (iii) upon a qualified initial public offering, and (iv) upon all EquityCo shares being held by one person.

Restructuring Term Sheet

On 5 December 2020, Chairman, CCO (each in his personal capacity as a member of the Founder Group), the Joint Offerors and EquityCo entered into a legally binding Restructuring Term Sheet, pursuant to which the parties have agreed to:

- (a) procure the implementation of the Restructuring in accordance with the Restructuring Plan which shall commence as soon as possible after the date of this announcement and be completed within a short period of time after the Effective Date;
- (b) in accordance with the Restructuring Plan, procure the establishment of new Group entities required to effect the Restructuring and procure that necessary intra-group legally binding definitive transfer documents, conditional on and taking effect after the Effective Date, are entered into as soon as possible after the date of the Restructuring Term Sheet, in order to separate the Group's co-mingled Brand Operations and the Other Operations by intra-group transfers of the Brand Operations' identifiable employees, inventory, other tangible assets, lease agreements, other third-party contracts, intellectual properties, information technology infrastructure, data, cash or receivables, debt or payables, where possible, from the co-mingled Group entities to selected or newly established Group entities dedicated for the Brand Operations. If it is not possible for any particular asset or contract transfers to be completed within a short period of time after the Effective Date, alternative contractual arrangements, conditional on and taking effect after the Effective Date, shall be put in place, such that Brand Operations may enjoy benefits of such assets or contracts upon completion of the Restructuring; and
- (c) in accordance with the Restructuring Plan, procure that the Brand Operations and the Other Operations enter into (i) transitional services agreements relating to logistics, e-commerce, office premises and IT systems or other areas where transitional services are required, and (ii) long-term agreements relating to trading between Brand Operations and Other Operations, each conditional on and taking effect after the Effective Date.

After the Scheme becomes effective, CVC Holdco will have a 49.35% indirect interest in the Other Operations (as part of Offeror Group). After the Brand Operations and the Other Operations are effectively separated after the Effective Date, under the Restructuring Term Sheet, CVC Holdco has agreed to transfer or procure the transfer of its 49.35% indirect

interest in the Other Operations to Founder Holdco in accordance with the steps set out in the Restructuring Plan.

Having taken into account the Other Operations' financial condition, lease liabilities and other cash requirements for operating and reviving its business, the consideration for the transfer of CVC Holdco's 49.35% indirect interest in the Other Operations to Founder Holdco includes, amongst others, the following:

- (a) by directing EquityCo to directly issue and credit approximately 13% EquityCo shares to CVC Holdco around the time of this announcement and at the Effective Date, respectively, Founder Holdco passes to CVC Holdco approximately HK\$460 million economic value (being approximately 13% of EquityCo's share capital);
- (b) by agreeing that CVC Holdco's class B preference shares in EquityCo will have right to up to HK\$800 million preferred dividend, Founder Holdco passes to CVC Holdco up to approximately HK\$400 million economic value (being the right to *pro rata* dividend in EquityCo that Founder Holdco has given up to CVC Holdco);
- (c) Founder Holdco settles the HK\$10 million nominal equity purchase price for the transfer of the Other Operations from the Offeror Group to Founder Holdco by setting off against the consideration of EquityCo's repurchase of Founder Holdco's EquityCo shares representing HK\$10 million EquityCo's share capital; and
- (d) Founder Holdco agreeing, as part of the terms of the broader Joint Offeror Cooperation Arrangement, to pass to CVC Holdco certain rights including liquidation preference, exit preference and minority protection reserved matters in EquityCo, and subjecting Founder Holdco's EquityCo shares to transfer restrictions (each as set out in further detail above),

each of (a) to (b) above, representing an element of the quantifiable or non-quantifiable consideration for CVC Holdco to transfer its 49.35% indirect interest in the Other Operations to Founder Holdco. Further details regarding the above will be disclosed in the Scheme Document.

The Joint Offerors have agreed to undertake the Restructuring as a part of the broader Joint Offeror Cooperation Arrangement package, rather than as a standalone transaction.

The Brand Operations will mainly include the Group's operations of design, sourcing and sale of streetwear products bearing self-owned A Bathing Ape, AAPE by A Bathing Ape brands and associated sub-brands thereof, including, without limitation, Baby Milo, Milo Stores, BAPY, BAPE Black, and Mr. Bathing Ape. Unless otherwise agreed between the Joint Offerors, based on the scope of the Brand Operations as at the date of this announcement, it is anticipated that upon completion of the Restructuring: (a) Brand Operations will have leased stores, employees, assets, real and intellectual properties, and contractual relationships that are dedicated to Brand Operations, and sufficient cash to support its operations; and (b) the existing external bank debt of the Group will be refinanced through new external bank facilities to be borrowed by the Group entities dedicated for Brand Operations after the Effective Date.

The Other Operations will mainly consist of the retail operations for the sale and distribution of garments bearing third-party owned brands (such as Off-White, Acne Studios, Comme des

Garcons, and Fred Perry) and certain other self-owned brands (such as CHOCOOLATE). Unless otherwise agreed between the Joint Offerors, based on the scope of the Other Operations as at the date of this announcement, it is anticipated that, upon completion of the Restructuring, the Other Operations will have the leased stores, employees, assets, real and intellectual properties, and contractual relationships that are needed for the Other Operations, and the remaining cash of the Group other than that allocated to the Brand Operations.

Other arrangements

As at the date of this announcement:

- (a) save for the Proposal, the Scheme, the Joint Offeror Cooperation Arrangement, the Founder Irrevocable Undertakings and the Implementation Agreement, there is no agreement or arrangement (whether by way of option, indemnity or otherwise) in relation to the Shares or shares of EquityCo or any of its concert parties which might be material to the Proposal;
- (b) there is no agreement or arrangement to which the Offeror or any of its concert parties is a party which relates to circumstances in which the Offeror may or may not invoke or seek to invoke a Condition to the Proposal;
- (c) save for the Founder Irrevocable Undertakings, neither the Offeror nor its concert parties have received any irrevocable commitment to vote for or against the Proposal; and
- (d) save for the Founder Irrevocable Undertakings and the arrangements disclosed in the section headed "*Arrangements Material to the Proposal*" above, there is no special deal between: (i) any Shareholder; and (ii) either (a) the Offeror or any party acting in concert with it (including the Founder Group and the CVC Network); or (b) the Company or the Company's subsidiaries or associated companies.

SHAREHOLDING STRUCTURE OF THE COMPANY

As at the date of this announcement:

- (a) the issued share capital of the Company comprises 1,195,797,307 Shares;
- (b) as detailed below, the Founder Group legally or beneficially owns, controls or has direction over a total of 760,599,564 Shares, representing approximately 63.61 % of the total Shares;
- (c) CVC Holdco does not legally or beneficially own, control or have direction over any Shares;
- (d) Morgan Stanley, being a concert party of the Offeror, does not legally or beneficially own, control or have direction over any Shares (except those Shares which may be held in its capacity as an exempt principal trader or exempt fund manager for the purpose of the Takeovers Code);
- (e) save as disclosed above and below, neither the Offeror nor its concert parties legally or beneficially own, control or have direction over any Shares;

- (f) neither the Offeror nor its concert parties have entered into any outstanding derivative in respect of the securities in the Company;
- (g) neither the Offeror nor its concert parties have borrowed or lent any relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) in the Company; and
- (h) the Disinterested Shareholders legally or beneficially own, control or have direction over a total of 435,197,743 Shares, representing approximately 36.39 % of the total Shares.

The Founder Scheme Shares will be cancelled in consideration for the Founder Cancellation Consideration. All Non-Founder Scheme Shares (being a total of 435,197,743 Shares representing approximately 36.39 % of the total Shares) will be cancelled in consideration for the Cancellation Price in cash upon the Scheme becoming effective.

The table below sets out the shareholding structure of the Company as at the date of this announcement and immediately following implementation of the Proposal, assuming that there is no other change in the shareholding of the Company before the Effective Date.

Shareholder	As at the date of this announcement		Immediately upon the Scheme becoming effective	
	Number of Shares	Approximate % of total Shares	Number of Shares	Approximate % of total Shares
(A) Joint Offerors				
(A1) Founder Group				
ABS 2000 Trust (1)	698,564,441	58.42%	-	-
Mr. Sham Kar Wai (2)	6,834,000	0.57%	-	-
Mr. Sham Kin Wai (3)	6,834,000	0.57%	-	-
Ms. Sham Sau Han (4)(6)	39,743,941	3.32%	-	-
Ms. Sham Sau Wai (4)	7,692,985	0.64%	-	-
Mr. Fung Yuk Hung (4)	930,197	0.08%	-	-
(A2) CVC Holdco	-	-	-	-
(A3) Offeror	-	-	1,195,797,307	100%
(A) Sub-total = (A1)+(A2)+(A3)	760,599,564	63.61%	1,195,797,307	100%
(B) Concert parties of the Offeror (5)				
	-	-	-	-
(C) Disinterested Shareholders	435,197,743	36.39 %	-	-
TOTAL (A)+(B)+(C)	<u>1,195,797,307</u>	<u>100%</u>	<u>1,195,797,307</u>	<u>100%</u>

Note (1): Mr. Sham Kar Wai, Mr. Sham Kin Wai, their spouses and family members are beneficiaries of the ABS 2000 Trust, which is an irrevocable discretionary trust of which HSBCITL is the trustee. Amongst the ABS 2000 Trust Holding Companies, Fine Honour Limited, Fortune Symbol Limited, Fresh Start Holdings Limited and Sure Elite Limited are wholly-owned subsidiaries of Effective Convey Limited. Effective Convey Limited is wholly-

owned by Dynamic Vitality Limited, which is in turn wholly-owned by HSBCITL as a trustee of the ABS 2000 Trust (on trust for the benefit of its beneficiaries). Each of Mr. Sham Kar Wai, Mr. Sham Kin Wai, their spouses and family members is therefore deemed to be interested in the interests of the ABS 2000 Trust Holding Companies in the Company.

Note (2): Mr. Sham Kar Wai is an executive Director, Chairman of the Board and the chief executive officer of the Company.

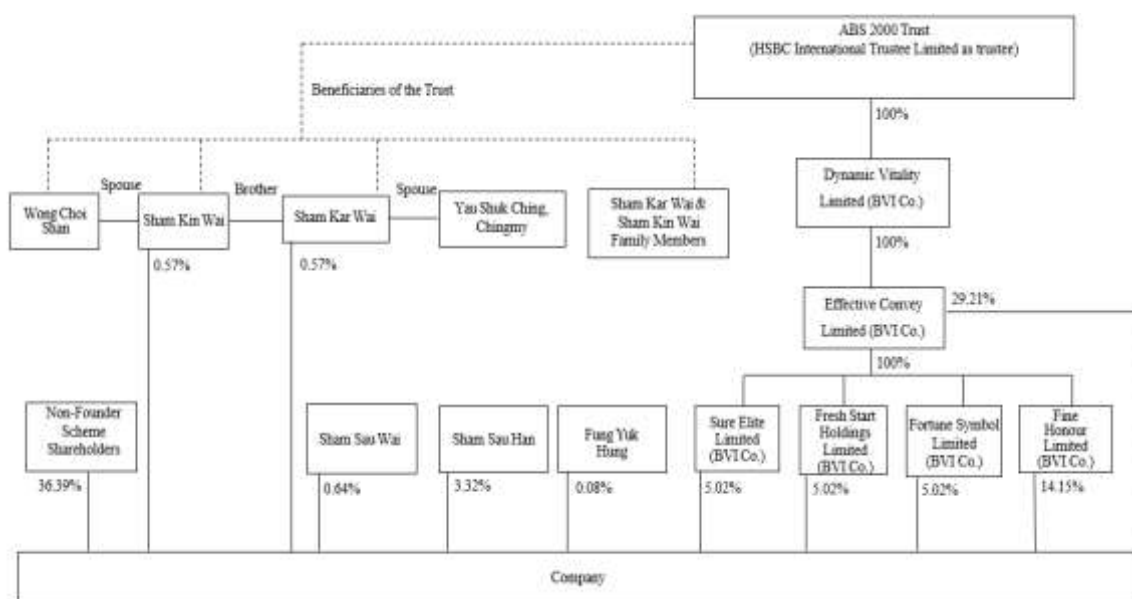
Note (3): Mr. Sham Kin Wai is an executive Director and chief creative officer of the Company.

Note (4): Ms. Sham Sau Han and Ms. Sham Sau Wai are sisters to Mr. Sham Kar Wai and Mr. Sham Kin Wai. Mr. Fung Yuk Hung is brother in law to Mr. Sham Kar Wai and Mr. Sham Kin Wai.

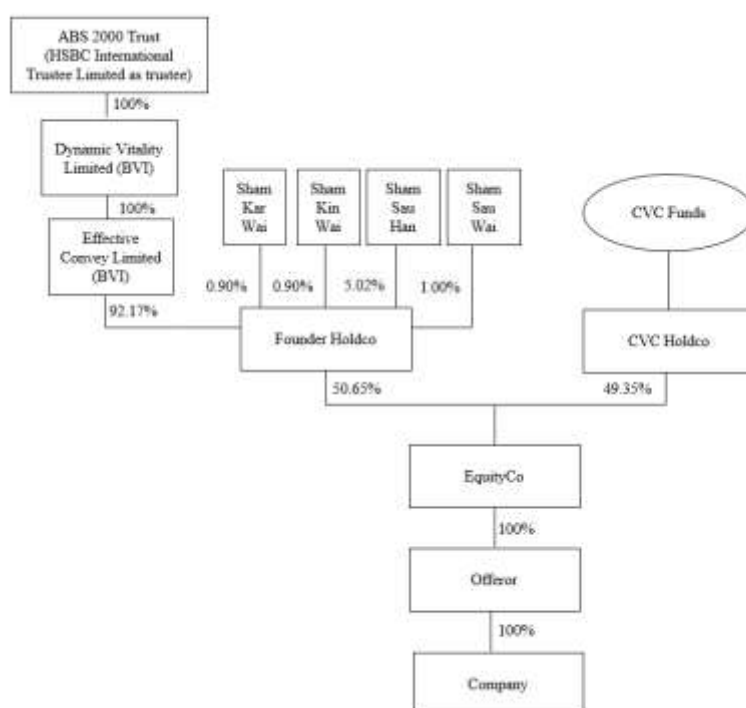
Note (5): Morgan Stanley is the financial adviser to the Offeror in relation to the Proposal. Accordingly, Morgan Stanley and relevant members of the Morgan Stanley group which hold Shares on their own account or on a discretionary managed basis are presumed to be acting in concert with the Offeror in relation to the Company in accordance with class 5 of the definition of "acting in concert" under the Takeovers Code (except in respect of the Shares held by exempt principal traders or exempt fund managers). Details of holdings or borrowings or lendings of, and dealings in, Shares or derivatives in respect of them by other parts of the Morgan Stanley group will be obtained as soon as possible after this announcement has been made and (if applicable) disclosed in accordance with Note 1 to Rule 3.5 of the Takeovers Code. Exempt principal traders which are connected for the sole reason that they are under the same control as Morgan Stanley are not presumed to be acting in concert with the Offeror. However, Shares held by members of the Morgan Stanley group acting in the capacity of exempt principal traders will not be voted at the Scheme Meeting and the SGM unless the Executive allows such Shares may be so voted. Shares held by such exempt principal traders may, subject to consent of the Executive, be allowed to be voted at the Scheme Meeting and the SGM if (i) the relevant connected exempt principal trader holds the Shares as a simple custodian for and on behalf of non-discretionary clients, and (ii) there are contractual arrangements in place between the relevant connected exempt principal trader and its clients that strictly prohibit the relevant connected exempt principal trader from exercising any voting discretion over the relevant Shares, and all voting instructions shall originate from the client only (if no instructions are given, then no votes shall be cast for the relevant Shares held by the relevant connected exempt principal trader).

Note (6): The shareholding percentage in the table is subject to rounding adjustment.

The chart below sets out the illustrative shareholding structure of the Company as at the date of this announcement:



The chart below sets out the illustrative shareholding structure of the Company immediately upon the Scheme becoming effective:



INFORMATION ON THE GROUP

The Company is a company incorporated in Bermuda with limited liability, the shares of which have been listed on the Stock Exchange since March 2005 with the stock code 999. The Group is principally engaged in the design, sourcing and sales of fashion wears and accessories.

INFORMATION ON THE OFFEROR GROUP

Each of EquityCo and the Offeror is an exempted company incorporated in the Cayman Islands with limited liability and set up for the implementation of the Proposal. The Offeror is wholly-owned by EquityCo (a company incorporated in the Cayman Islands with limited liability).

As at the date of this announcement:

- (a) EquityCo has three classes of shares: ordinary shares, class A preference shares and class B preference shares, with the following breakdown.

	Number of Ordinary Shares	Number of Class A Preference Shares	Number of Class B Preference Shares	Amount of the total share capital (HK\$)	% of the total share capital
Founder					
Holdco	5,015,008	1,811,864,043	0	1,816,879,051	50.65%
CVC Holdco	5,012,945	0	1,765,499,925	1,770,512,870	49.35%
Total	10,027,953	1,811,864,043	1,765,499,925	3,587,391,921	100.00%

Further details of the terms and conditions of the EquityCo's ordinary shares, class A preference shares, and class B preference shares upon the Effective Date are further described in the section headed "*Shareholders' Agreement*" above.

- (b) The board of each of EquityCo and the Offeror comprises Mr. Sham Kar Wai and Mr. Yann Jiang.

Further details of Mr. Sham Kar Wai are further described in section headed "*Information on Founder Group*" below.

Mr. Yann Jiang is a director and member of the CVC greater China and regional team, based in Hong Kong. Prior to joining CVC, Mr. Jiang worked at Caisse de Dépôt et Placement du Québec in its direct private equity team in Singapore, COTY Inc. in its investment team based in Geneva, and previously at Morgan Stanley in Paris as an investment banking professional. Mr. Jiang holds a master's degree in management from HEC Paris (Grande Ecole).

The chart below sets out the illustrative shareholding structure of the Offeror as at the date of this announcement:

- (c) The ABS 2000 Trust Holding Companies are directly or indirectly wholly owned by HSBCITL (on trust for the benefits of Mr. Sham Kar Wai Mr. Sham Kin Wai, their spouses and family members).
- (d) Ms. Sham Sau Han and Ms. Sham Sau Wai are sisters to Mr. Sham Kar Wai and Mr. Sham Kin Wai. Mr. Fung Yuk Hung is brother in law to Mr. Sham Kar Wai and Mr. Sham Kin Wai.

INFORMATION ON THE CVC NETWORK

The CVC Network comprises CVC Holdco, CVC and CVC Funds.

- (a) CVC Holdco is an exempted company incorporated in Hong Kong with limited liability and set up for the implementation of the Proposal. CVC Holdco is ultimately wholly-owned by the CVC Funds. CVC Holdco is an independent third party and is not connected with and is not a person acting in concert with the Company or its subsidiaries or any connected persons of the Company (other than members of the Founder Group).
- (b) CVC is a leading private equity and investment advisory firm. Founded in 1981, CVC today has a network of 23 offices and approximately 550 employees throughout Europe, Asia and the US. To date, CVC has secured commitments of more than US\$120 billion from some of the world's leading institutional investors across its private equity strategies. In total, CVC currently manages over US\$82 billion of assets. Today, funds managed or advised by CVC are invested in over 80 companies worldwide, employing approximately 400,000 people in numerous countries. Together, these companies have combined annual sales of over US\$92 billion. For more information, please visit www.cvc.com.
- (c) CVC Funds are widely held among a large number of investors, including pension funds, sovereign wealth funds, financial institutions and various other partners.
- (d) CVC Capital Partners Asia V Limited is the general partner of CVC Funds. CVC Capital Partners Asia V Limited is ultimately controlled by CVC Capital Partners SICAV-FIS S.A.

REASONS FOR AND BENEFITS OF THE PROPOSAL AND INTENTION REGARDING THE COMPANY

For the Company: a proposal to facilitate a necessary transformation of the business amid challenging market conditions alongside a highly accomplished partner. In light of digital disruption to the retail industry, the Company has undertaken restructuring efforts to reposition its businesses and improve its competitive advantage.

The past few years have been unprecedentedly challenging for the Company and the fashion retail industry as a whole. Digital disruption from e-commerce platforms, the adoption of offline to online sales channels, and new online direct-to-consumer brands have caused structural changes to customer preferences and shopping behaviour. These developments have impacted the competitive position of the Company. While the Company has adopted online strategies, it has been unable to transform business operations sufficiently for online growth and related cost savings measures to offset a decline in sales from retail outlets. In the

six-month period prior to 31 August 2020, turnover for the Company declined by 31.9%, following an annual net loss for the financial year ending 29 February 2020 of HK\$745.8 million.

Aside from structural changes to the industry, consumer spending has sharply declined in several key markets. The outbreak of COVID-19 has significantly impacted the Company's business performance across multiple regions. The Company has seen a sharp decline in inbound tourism, one of the main drivers of its business, in several operating markets. In particular, inbound tourism to Hong Kong has plunged during 2020, with arrivals during the third quarter declining by 99.7% from a year earlier to an extremely low level. Hong Kong's GDP by the end of the third quarter 2020 has contracted by 7.2% year-to-date versus the same period in 2019.

Against the backdrop of global travel recovery being highly uncertain which was evidenced by the recent capacity reduction in some of the major airlines, the Company foresees a long and challenging journey ahead until a full restoration of consumer confidence across most regions where the Company operates.

Although the Company has implemented several short-term measures to temporarily counter the impact of economic headwinds, the Company also recognises that the shift of consumer preferences and an elaborate reduction of global tourism will have a lasting impact. These factors require the Company to re-strategise, undertake a deeper business transformation and restructure in order to achieve long-term sustainable growth.

Following implementation of the Proposal, the Offeror Group intends to conduct Restructuring to allow the Joint Offerors to focus their resources on development of the Brand Operations while providing Founder Holdco leeway to take necessary steps to revive the Other Operations. The Joint Offerors believe that the Restructuring, selective expansion and transformation of businesses currently operated by the Company will be more effectively implemented away from the public equity markets. The Joint Offerors plan to contribute financial and operational resources to the Company in order to reinvigorate growth over a long period through online infrastructure expansion, restore profitability via selective branding and implement location strategies and new business opportunities.

In light of ongoing global macro, retail industry and consumer spending uncertainties, the Company's transformation will involve execution, market and financial risks and the associated benefits will require a longer time to materialise. The Offeror believes that such changes, if successful, may bolster long-term competitiveness of the Company, but they can be more effectively implemented if the Company is privatised and operated away from the public market without ongoing pressures of short-term business performance.

The Founder Group remains committed to the long-term prospects of the Company and considers a partnership with CVC Funds, a leading global long-term strategic investor with efficiency optimisation capabilities, extensive global network and a synergetic brand portfolio, to be advantageous. In particular, CVC's highly experienced advisory board with comprehensive experience in the retail industry is going to be invaluable to the Restructuring efforts the Company plans to undertake. Together with a shared ambition to uncover potential for the Brand Operations, a partnership between the Company and CVC Funds will provide the optimal structure and platform for both sides to unleash their respective strengths in realising the common objective to create long-term values for the Brand Operations.

For Non-Founder Scheme Shareholders: an attractive opportunity to realise their investment at a compelling premium in view of macro headwinds, execution, market and financial risks and current challenging market conditions.

In light of the challenging market environment and the execution, market and financial risks in implementing a strategic transformation, the Scheme provides an attractive opportunity for the Non-Founder Scheme Shareholders to monetise their Shares at a compelling premium to the current market price of the Company. The Cancellation Price of HK\$3 for each Non-Founder Scheme Share represents a premium of approximately 54.6% over the closing price of HK\$1.940 per Share as quoted on the Stock Exchange on the Last Trading Date and a premium of approximately 135.5% and 173.0% over the average closing price of approximately HK\$1.274 and HK\$1.099 per Share for 30 and 90 trading days up to and including the Last Trading Date, respectively.

The Proposal provides the Non-Founder Scheme Shareholders with an opportunity to immediately realise their investment in the Company for cash amid the tremendous market uncertainty without taking on the significant risks the Restructuring plan entails.

FINANCIAL ADVISER

The Offeror has appointed Morgan Stanley as its financial adviser in connection with the Proposal.

INDEPENDENT BOARD COMMITTEE AND INDEPENDENT FINANCIAL ADVISER

An Independent Board Committee, which comprises the following independent non-executive Directors: Dr. Wong Tin Yau, Kelvin, JP; Mr. Francis Goutenmacher; and Mr. Tsang Hin Fun, Anthony, has been established by the Board on 4 December 2020 to make a recommendation to the Disinterested Shareholders as to whether (a) the Proposal, and in particular the Scheme and the Joint Offeror Cooperation Arrangement, are fair and reasonable to the Disinterested Shareholders; and (b) to vote in favour of the Joint Offeror Cooperation Arrangement at the SGM and the Scheme at the Scheme Meeting.

As at the date of this announcement, the Company has not appointed an Independent Financial Adviser in connection with the Proposal. The Independent Financial Adviser will be appointed by the Board in due course to advise the Independent Board Committee on the Proposal, the Scheme and the Joint Offeror Cooperation Arrangement. A further announcement will be made after the appointment of the Independent Financial Adviser.

The Directors (**excluding members of the Independent Board Committee whose views will be given after considering the advice of the Independent Financial Adviser**) believe that the Proposal and the Scheme are fair and reasonable and in the interests of the Shareholders as a whole.

WITHDRAWAL OF LISTING OF THE SHARES

Upon the Scheme becoming effective, all Scheme Shares will be cancelled (with the equivalent number of new Shares being simultaneously issued and credited as fully paid to the Offeror) and the share certificates for the Scheme Shares will thereafter cease to have effect as documents or evidence of title. The Company will make an application for the

listing of the Shares to be withdrawn from the Stock Exchange in accordance with Rule 6.15 of the Listing Rules, with effect immediately following the Effective Date.

The Scheme Shareholders will be notified by way of an announcement of the dates of the last day for dealing in the Shares and the day on which the Scheme and the withdrawal of the listing of the Shares on the Stock Exchange will become effective. A detailed timetable of the implementation of the Proposal will be included in the Scheme Document.

IF THE SCHEME IS NOT APPROVED OR THE PROPOSAL LAPSES

Subject to the requirements of the Takeovers Code, the Scheme will lapse if any of the Pre-Condition or the Conditions has not been fulfilled or waived, as applicable, on or before the Long Stop Date. If the Scheme is not approved or the Proposal otherwise lapses, the listing of the Shares on the Stock Exchange will not be withdrawn.

If the Scheme is not approved or the Proposal otherwise lapses, there are restrictions under the Takeovers Code on making subsequent offers, to the effect that neither the Offeror nor any person who acted in concert with it in the course of the Proposal (nor any person who is subsequently acting in concert with any of them) may, within 12 months from the date on which the Scheme is not approved or the Proposal otherwise lapses, announce an offer or possible offer for the Company, except with the consent of the Executive.

If the Independent Board Committee or the Independent Financial Adviser does not recommend the Proposal, and the Scheme is not approved, all expenses incurred by the Company in connection therewith shall be borne by the Offeror in accordance with Rule 2.3 of the Takeovers Code.

OVERSEAS SHAREHOLDERS

The making and implementation of the Proposal to Scheme Shareholders who are not resident in Hong Kong may be affected by the Applicable Laws of the relevant jurisdictions. Any Scheme Shareholders who are not resident in Hong Kong should inform themselves about and observe any applicable legal and regulatory requirements in their own jurisdictions.

It is the responsibility of any overseas Scheme Shareholders wishing to take any action in relation to the Proposal to satisfy themselves as to the full observance of the laws and regulations of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents which may be required, compliance with the necessary formalities and the payment of any issue, transfer or other taxes due from such shareholder in such jurisdiction.

Any acceptance by the Scheme Shareholders will be deemed to constitute a representation and warranty from such persons to the Offeror and the Company and their respective advisers, including Morgan Stanley, the financial adviser to the Offeror, that those laws and regulatory requirements have been complied with. If you are in doubt as to your position, you should consult your professional advisers.

In the event that the despatch or receipt of the Scheme Document by overseas Scheme Shareholders is prohibited by any relevant law or regulation or may only be effected after compliance with conditions or requirements that the directors of the Offeror or the Company regard as unduly onerous or burdensome (or otherwise not in the best interests of the Offeror

or the Company or their respective shareholders), the Scheme Document may not be despatched to such overseas Scheme Shareholders. For that purpose, the Company will apply for a waiver pursuant to Note 3 to Rule 8 of the Takeovers Code at such time. Any such waiver will only be granted if the Executive is satisfied that it would be unduly burdensome to despatch the Scheme Document to such overseas Scheme Shareholders. In granting the waiver, the Executive will be concerned to see that all material information in the Scheme Document is made available to such Scheme Shareholders.

TAXATION ADVICE

Scheme Shareholders are recommended to consult their own professional advisers if they are in any doubt as to the taxation implications of accepting or rejecting the Proposal. It is emphasised that none of the Offeror, persons acting in concert with the Offeror, the Company, Morgan Stanley or any of their respective directors, officers or associates or any other person involved in the Proposal accepts responsibility (other than in respect of themselves, if applicable) for any taxation effects on, or liabilities of, any other persons as a result of their acceptance or rejection of the Proposal.

DESPATCH OF THE SCHEME DOCUMENT

A Scheme Document including, among other things, further details of the Proposal, the Scheme and the Joint Offeror Cooperation Arrangement, an explanatory statement as required under the Companies Act, the expected timetable relating to the Proposal, the recommendations of the Independent Board Committee, the letter of advice from the Independent Financial Adviser and notices of the Scheme Meeting and the SGM will be despatched to the Scheme Shareholders as soon as practicable and in compliance with the requirements of the Takeovers Code and Applicable Laws.

The Scheme Document will contain important information, and the Disinterested Shareholders or Scheme Shareholders (as the case may be) are urged to read the Scheme Document carefully before casting any vote at (or providing any proxy in respect of) the Scheme Meeting or the SGM.

DISCLOSURE OF DEALINGS

The respective associates (as defined in the Takeovers Code) of the Offeror, the Founder Group, the CVC Network and the Company, including shareholders holding 5% or more of any class of relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) of each of the foregoing, are hereby reminded to disclose their dealings in the relevant securities of the Company.

In accordance with Rule 3.8 of the Takeovers Code, reproduced below is the full text of Note 11 to Rule 22 of the Takeovers Code:

"Responsibilities of stockbrokers, banks and other intermediaries Stockbrokers, banks and others who deal in relevant securities on behalf of clients have a general duty to ensure, so far as they are able, that those clients are aware of the disclosure obligations attaching to associates of an offeror or the offeree company and other persons under Rule 22 and that those clients are willing to comply with them. Principal traders and dealers who deal directly with investors should, in appropriate cases, likewise draw attention to the relevant Rules. However, this does not apply when the total value of dealings (excluding stamp duty and

commission) in any relevant security undertaken for a client during any 7 day period is less than \$1 million.

This dispensation does not alter the obligation of principals, associates and other persons themselves to initiate disclosure of their own dealings, whatever total value is involved.

Intermediaries are expected to co-operate with the Executive in its dealings enquiries. Therefore, those who deal in relevant securities should appreciate that stockbrokers and other intermediaries will supply the Executive with relevant information as to those dealings, including identities of clients, as part of that co-operation."

TRADING HALT AND RESUMPTION OF TRADING IN THE SHARES

At the request of the Company, trading in the Shares on the Stock Exchange was halted from 2:44 p.m. on 30 November 2020 (Hong Kong time), pending the issuance of this announcement. An application has been made by the Company to the Stock Exchange for the resumption of trading in the Shares on the Stock Exchange with effect from 9:00 a.m. on 7 December 2020 (Hong Kong time).

DEFINITIONS

"2008 Share Option Scheme"	the share option scheme adopted by the Company on 30 June 2008
"ABS 2000 Trust"	an irrevocable discretionary trust of which HSBCITL is the trustee, and Chairman (in his personal capacity), CCO (in his personal capacity), their respective spouses and family members are the beneficiaries
"ABS 2000 Trust Holding Companies"	Effective Convey Limited, Fine Honour Limited, Sure Elite Limited, Fresh Start Holdings Limited and Fortune Symbol Limited, which are directly wholly owned by HSBCITL (on trust for the benefits of Chairman (in his personal capacity), CCO (in his personal capacity), their spouses and family members) and which are the direct holders of the Shares owned by the ABS 2000 Trust
"acting in concert"	has the meaning given to it in the Takeovers Code, and "persons acting in concert" shall be construed accordingly
"Applicable Laws"	with respect to any person, any laws, rules, regulations, guidelines, directives, treaties, judgments, decrees, orders or notices of any Authority that is applicable to such person
"Approvals"	licences, approvals, permits, consents, permissions, clearances and registrations required by any Authority
"Authority"	any relevant government, administrative or regulatory body, or court, tribunal, arbitrator or governmental agency or authority or department (including any relevant securities exchange) and whether supranational, national, regional or

	local
"Board"	the board of Directors
"Brand Operations"	the Group's business operations relating to A Bathing Ape, AAPE by A Bathing Ape and associated sub-brands thereof, including Baby Milo, Milo Stores, BAPY, BAPE Black, and Mr. Bathing Ape
"Cancellation Price"	the cancellation price of HK\$3 per Non-Founder Scheme Share
"CCO"	Mr. Sham Kin Wai, an executive Director and the chief creative officer of the Company
"Chairman"	Mr. Sham Kar Wai, an executive Director, the chairman of the Board and the chief executive officer of the Company
"Companies Act"	the Companies Act 1981 of Bermuda
"Company"	I.T Limited, an exempted company incorporated in Bermuda with limited liability, the Shares of which are currently listed on the Main Board of the Stock Exchange (stock code: 999)
"Condition(s)"	the condition(s) to the Proposal as set out in the section headed " <i>Conditions of the Proposal</i> " above
"Consortium Agreement"	the consortium agreement dated 4 December 2020 entered into between the Joint Offerors, Chairman and CCO (each in his personal capacity as a member of the Founder Group) in connection with the Proposal, the key terms of which are further described in the section headed " <i>Consortium Agreement</i> " above
"Court"	the Supreme Court of Bermuda
"CVC"	CVC Asia Pacific Limited, a company incorporated in Hong Kong, and its affiliates together with CVC Capital Partners SICAV-FIS S.A. and its subsidiaries and funds and investment vehicles managed or advised by the aforementioned entities (but excluding, for the avoidance of doubt, portfolio companies in which such funds and investment vehicles hold an interest)
"CVC Capital Partners Asia V Limited"	the general partner of CVC Funds
"CVC Funds"	CVC Capital Partners Asia V L.P. (96.15%), CVC Capital Partners Investment Asia V L.P. (1.58%) and CVC Capital Partners Asia V Associates L.P. (2.27%) which ultimately

	own CVC Holdco
"CVC Holdco"	Brooklyn Limited, a company incorporated in the Hong Kong with limited liability (registered no. 2993515), whose registered office is at 1009, 10/F Gloucester Tower, Landmark, 15 Queen's Road, Central, Hong Kong, which is wholly-owned by the CVC Funds
"CVC Network"	CVC Holdco, CVC, and CVC Funds
"Despatch Date"	the date of despatch of the Scheme Document
"Director(s)"	the directors of the Company
"Disinterested Shareholders"	all of the Scheme Shareholders, excluding any Scheme Shareholders acting in concert with the Offeror (which, for the avoidance of doubt, shall include each member of the Founder Group and any Scheme Shareholder who is interested in or involved in the Joint Offeror Cooperation Arrangement)
"Effective Date"	the date on which the Scheme becomes effective in accordance with the Companies Act and the Conditions
"EquityCo"	Brooklyn Company Limited, an exempted company incorporated in the Cayman Islands with limited liability, whose shareholding as at the date of this announcement is detailed in the section headed " <i>Information on the Offeror Group</i> " above
"Executive"	the Executive Director of the Corporate Finance Division of the Securities and Futures Commission of Hong Kong or any delegate of the Executive Director
"Founder Cancellation Consideration"	the consideration to be received by members of the Founder Group for the cancellation of their Founder Scheme Shares under the Scheme, being the crediting of all of the unpaid EquityCo shares held by Founder Holdco (and approximately 13% of unpaid EquityCo shares that Founder Holdco has directed EquityCo to issue and credit to CVC Holdco directly as part of the Joint Offeror Cooperation Arrangement) as being fully paid in an amount equivalent to the aggregate amount of the Cancellation Price per Scheme Share with respect to all the Founder Scheme Shares
"Founder Group"	<ul style="list-style-type: none"> (a) Chairman (in his personal capacity); (b) the CCO (in his personal capacity); (c) Ms. Sham Sau Han;

- (d) Ms. Sham Sau Wai;
- (e) Mr. Fung Yuk Hung;
- (f) the ABS 2000 Trust Holding Companies; and
- (g) Founder Holdco

"Founder Holdco"	3WH (BVI) Limited, a company incorporated in the British Virgin Islands with limited liability (registered no. 2048577), whose registered office is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands, and is a member of the Founder Group
"Founder Irrevocable Undertakings"	the irrevocable undertakings given by each member of the Founder Group in respect of the Founder Scheme Shares held by them as described in the section headed " <i>Founder Irrevocable Undertakings</i> " above
"Founder Scheme Shares"	the Scheme Shares held by the Founder Group
"Group"	the Company and its subsidiaries
"HK\$"	Hong Kong dollars, the lawful currency of Hong Kong
"Hong Kong"	the Hong Kong Special Administrative Region of the People's Republic of China
"HSBCITL"	HSBC International Trustee Limited, a company incorporated in the Cayman Islands with limited liability
"Implementation Agreement"	the agreement entered into between the Offeror and the Company on 5 December 2020 pursuant to which the parties have agreed to pursue the Proposal, the key terms of which are further described in the section headed " <i>Implementation Agreement</i> " above
"Independent Board Committee"	the independent board committee of the Company comprising the following independent non-executive Directors: Dr. Wong Tin Yau, Kelvin, JP; Mr. Francis Goutenmacher; and Mr. Tsang Hin Fun, Anthony
"Independent Financial Adviser"	the independent financial adviser which will be appointed to advise the Independent Board Committee on the Proposal, the Scheme and the Joint Offeror Cooperation Arrangement
"Interim Result Announcement"	the announcement of Company dated 29 October 2020 relating its interim results for the six months ended 31 August 2020
"Joint Offeror Cooperation"	(a) the cancellation of the Founder Scheme Shares in

"Arrangement"	consideration for the Founder Cancellation Consideration; (b) the entry by the relevant members of the Founder Group, CVC Holdco and/or EquityCo into the Consortium Agreement and the Shareholders' Agreement; and (c) the Restructuring
"Joint Offerors"	Founder Group and CVC Holdco, and a "Joint Offeror" means each of them
"Last Trading Date"	30 November 2020, being the last day on which Shares were traded on the Stock Exchange prior to the publication of this announcement
"Listing Rules"	The Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited
"Long Stop Date"	30 August 2021 (or any other date as may be agreed by the Offeror and the Company and as permitted by the Executive)
"Morgan Stanley"	Morgan Stanley Asia Limited, a company incorporated in Hong Kong with limited liability and licensed under the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong) to carry on Type 1 (dealing in securities), Type 4 (advising on securities), Type 5 (advising on futures contracts), Type 6 (advising on corporate finance) and Type 9 (asset management) regulated activities, and the financial adviser to the Offeror in connection with the Proposal
"Non-Founder Scheme Shareholders"	the registered holders of the Non-Founder Scheme Shares
"Non-Founder Scheme Shares"	the Scheme Shares which are not held by the Founder Group
"Offeror"	Brooklyn Investment Limited, an exempted company incorporated in the Cayman Islands with limited liability, which is wholly-owned by EquityCo
"Offeror Group"	EquityCo, the Offeror and the Offeror's subsidiaries (which will include the Group upon the Scheme becoming effective)
"Other Operations"	all the other operations of the Group other than the Brand Operations prior to completion of the Restructuring
"PRC"	the People's Republic of China, but for the purpose of this announcement, excluding Hong Kong, the Macau Special

Administrative Region and Taiwan

"Pre-Condition"	the pre-condition to making of the Proposal and implementation of the Scheme, being the SAMR issuing a notice approving the Proposal and the Scheme, or the statutory clearance period specified by the SAMR pursuant to the PRC Anti-Monopoly Law, including any extension of such period, having elapsed and no objection having been raised or qualifications or requirements imposed by the SAMR in relation to the Proposal or the Scheme
"Pre-Condition Long Stop Date"	the date which is 180 days after the date of this announcement (or any other date as may be agreed by the Offeror and the Company and as permitted by the Executive)
"Proposal"	the proposal for the privatisation of the Company by the Offeror by way of the Scheme, on the terms and subject to the conditions as described in this announcement
"Record Date"	the record date to be announced for determining entitlements of the Scheme Shareholders under the Scheme
"Restructuring"	the restructuring of the Group and the Offeror Group (as applicable) to be commenced after the date of this announcement and effected and completed after the Effective Date, such that: (a) the Group will separate its currently co-mingled Brand Operations and Other Operations; and (b) EquityCo will continue to own the Brand Operations, and Founder Holdco will own the Other Operations
"Restructuring Plan"	the restructuring steps plan to effect the Restructuring as agreed between the Joint Offerors (as amended from time to time), including, without limitation: (a) the Restructuring Term Sheet; and (b) the carve out and restructuring step plan and the lists of assets, employees or contracts that are subject to the Restructuring as agreed between the Joint Offerors
"Restructuring Term Sheet"	the Restructuring term sheet dated 5 December 2020 signed between the Joint Offerors, Chairman, CCO (each in his personal capacity as a member of the Founder Group) and EquityCo, the key terms of which are further described in the section headed " <i>Restructuring Term Sheet</i> " above
"SAMR"	The State Administration for Market Regulation of the PRC
"SAMR Filing"	the antitrust filings in relation to the Proposal to the SAMR pursuant to the Anti-Monopoly Law of the PRC (as

	amended)
"Scheme"	the scheme of arrangement to be proposed under section 99 of the Companies Act involving, among other things, the cancellation of all of the Scheme Shares
"Scheme Document"	the composite scheme document (which shall contain, among other things, further details of the Proposal), the accompanying proxy forms and notices of the Scheme Meeting and the SGM, to be despatched by the Offeror and the Company to all Shareholders on the Despatch Date as required by the Takeovers Code
"Scheme Meeting"	a meeting of the Scheme Shareholders to be convened at the direction of the Court at which the Scheme (with or without modification) will be voted upon, or any adjournment thereof
"Scheme Shareholders"	the registered holders of the Non-Founder Scheme Shares and the Founder Scheme Shares as at the Record Date
"Scheme Shares"	the Shares in issue on the Record Date
"SGM"	a special general meeting of the Company to be convened for the purposes of passing all necessary resolutions for, among other things, the implementation of the Scheme or any adjournment thereof
"Share(s)"	the ordinary share(s) of HK\$0.10 each in the issued share capital of the Company
"Share Options"	the outstanding share option(s) granted under the 2008 Share Option Scheme
"Shareholder(s)"	the registered holder(s) of the Shares
"Shareholders' Agreement"	the shareholders' agreement dated 5 December 2020 entered into between Chairman, CCO (each in his personal capacity as a member of the Founder Group), the Joint Offerors and EquityCo, the key terms of which are further described in the section headed " <i>Shareholders' Agreement</i> " above
"Stock Exchange"	The Stock Exchange of Hong Kong Limited
"Takeovers Code"	the Hong Kong Code on Takeovers and Mergers
"US" or "United States"	the United States of America

By order of the board of directors of
Brooklyn Investment Limited
Yann Jiang
Director

By order of the Board of
I.T Limited
Sham Kar Wai
Chairman

Hong Kong, 6 December 2020

As at the date of this announcement, the directors of the Offeror are Mr. Sham Kar Wai and Mr. Yann Jiang.

The directors of the Offeror accept full responsibility for the accuracy of the information contained in this announcement (other than any information relating to the Group, the Founder Group and the CVC Network) and confirm, having made all reasonable enquiries, that to the best of their knowledge, opinions expressed in this announcement (other than those expressed by the Group, the Founder Group and the CVC Network) have been arrived at after due and careful consideration and there are no other facts not contained in this announcement the omission of which would make any statements in this announcement misleading.

As at the date of this announcement, the Executive Directors of the Company are Mr. Sham Kar Wai, Mr. Sham Kin Wai, and Mr. Chan Wai Kwan; and the Independent Non-Executive Directors are: Mr. Francis Goutenmacher; Dr. Wong Tin Yau, Kelvin, JP; and Mr. Tsang Hin Fun, Anthony.

The Directors jointly and severally accept full responsibility for the accuracy of the information contained in this announcement (other than any information relating to the Offeror Group, the Founder Group and the CVC Network) and confirm, having made all reasonable enquiries, that to the best of their knowledge, opinions expressed in this announcement (other than those expressed by the Offeror Group, the Founder Group and the CVC Network) have been arrived at after due and careful consideration and there are no other facts not contained in this announcement the omission of which would make any statements in this announcement misleading.

As at the date of this announcement, the directors of Founder Holdco are Mr. Sham Kar Wai and Ms. Sham Sau Han.

The directors of Founder Holdco jointly and severally accept full responsibility for the accuracy of the information contained in this announcement (other than that relating to the Offeror Group, the Group and the CVC Network) and confirm, having made all reasonable inquiries, that to the best of their knowledge, opinions expressed in this announcement (other than those expressed by the Offeror Group, the Group and the CVC Network) have been arrived at after due and careful consideration and there are no other facts not contained in this announcement, the omission of which would make any statement in this announcement misleading.

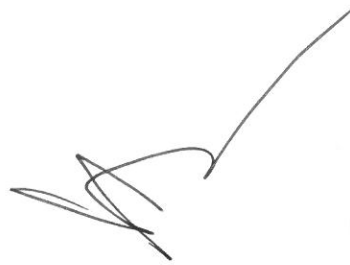
As at the date of this announcement, the director of CVC Holdco is Mr. Yann Jiang.

As at the date of this announcement, the directors of CVC Capital Partners Asia V Limited are Mr. Marc George Ledingham Rachman, Mr. Carl John Hansen, Ms. Victoria Emma Cabot and Mr. John Fredric Maxey.

The directors of CVC Holdco and CVC Capital Partners Asia V Limited jointly and severally accept full responsibility for the accuracy of the information contained in this announcement (other than that relating to the Offeror Group, the Group and the Founder Group) and confirm, having made all reasonable inquiries, that to the best of their knowledge, opinions expressed in this announcement (other than those expressed by the Offeror Group, the Group and the Founder Group) have been arrived at after due and careful consideration, and there are no other facts not contained in this announcement, the omission of which would make any statement in this announcement misleading.

SIGNED, SEALED and DELIVERED
as a DEED by
SHAM KAR WAI
in the presence of:

)
)
)
)



L.S.



HSU KIU FAI

Signature of witness

Name of witness

31/F., TOWER A, SOUTHMARK,

Address of witness

11 YIP HING STREET,

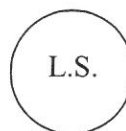
WONG CHUK HANG, HONG KONG

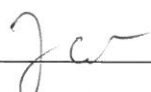
FINANCE DIRECTOR

Occupation of witness

SIGNED, SEALED and DELIVERED
as a DEED by
SHAM KIN WAI
in the presence of:

)
)
)
)





HSU KIU FAI

Signature of witness

Name of witness

31/F., TOWER A, SOUTHMARK,

Address of witness

11 YIP HING STREET,

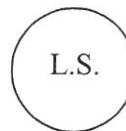
WONG CHUK HANG, HONG KONG

FINANCE DIRECTOR

Occupation of witness

SIGNED, SEALED and DELIVERED
as a DEED by
SHAM SAU HAN
in the presence of:

)
)
)
)





HSU KIU FAI

Signature of witness

Name of witness

31/F., TOWER A, SOUTHMARK,

Address of witness

11 YIP HING STREET,

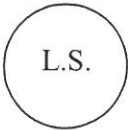
WONG CHUK HANG, HONG KONG

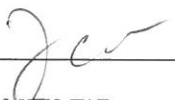
FINANCE DIRECTOR

Occupation of witness

SIGNED, SEALED and DELIVERED
as a DEED by
SHAM SAU WAI
in the presence of:

)
)
)
)
)





HSU KIU FAI

Signature of witness

Name of witness

31/F., TOWER A, SOUTHMARK,

Address of witness

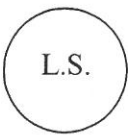
11 YIP HING STREET,

WONG CHUK HANG, HONG KONG

FINANCE DIRECTOR

Occupation of witness

SIGNED, SEALED and DELIVERED)
as a DEED by)
FUNG YUK HUNG)
in the presence of:)





HSU KIU FAI

Signature of witness

Name of witness

31/F., TOWER A, SOUTHMARK, _____

Address of witness

11 YIP HING STREET, _____

WONG CHUK HANG, HONG KONG _____

FINANCE DIRECTOR _____

Occupation of witness

EXECUTED as a **DEED** by


SHAM SAU HAN

as an authorised signatory
of and for and on behalf of
3WH (BVI) LIMITED

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EXECUTED as a **DEED** by)
SHAM SAU HAN)
as an authorised signatory)
of and for and on behalf of)
EFFECTIVE CONVEY LIMITED)



EXECUTED as a **DEED** by

SHAM SAU HAN

as an authorised signatory
of and for and on behalf of
FINE HONOUR LIMITED

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EXECUTED as a **DEED** by

SHAM SAU HAN

as an authorised signatory
of and for and on behalf of
SURE ELITE LIMITED

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EXECUTED as a **DEED** by
SHAM SAU HAN

as an authorised signatory
of and for and on behalf of
FRESH START HOLDINGS LIMITED

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EXECUTED as a **DEED** by

SHAM SAU HAN

as an authorised signatory

of and for and on behalf of

FORTUNE SYMBOL LIMITED

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SIGNED by Jiang Yann

for and on behalf of
BROOKLYN INVESTMENT LIMITED

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)
)
)

A handwritten signature in black ink, appearing to read 'Jiang Yann', is written over a long, diagonal line that extends from the bottom left towards the top right of the page.

SIGNED by Jiang Yann

for and on behalf of
BROOKLYN LIMITED

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)

A handwritten signature in black ink, appearing to read 'Y. Jiang', is written over a long, thin diagonal line that extends from the bottom left towards the top right of the page.