

SHAM KAR WAI

AND

SHAM KIN WAI

AND

3WH (BVI) LIMITED

AND

BROOKLYN LIMITED

AND

BROOKLYN COMPANY LIMITED

**DEED OF AMENDMENT RELATING TO THE
SHAREHOLDERS' AGREEMENT**

THIS DEED is dated 19 March 2021 and is made between:

- (1) **SHAM KAR WAI**, holder of Hong Kong ID bearing number D659513(9) ("**Chairman**");
- (2) **SHAM KIN WAI**, holder of Hong Kong ID bearing number D701682(5) ("**CCO**");
- (3) **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, VG1110, British Virgin Islands ("**Founder Holdco**");
- (4) **BROOKLYN LIMITED**, a company incorporated in 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 ("**CVC Holdco**"); and
- (5) **BROOKLYN COMPANY LIMITED**, an exempted limited liability company incorporated under the laws of the Cayman Islands, whose registered office is at 94 Solaris Avenue, Camana Bay, PO Box 1348, Grand Cayman KY1-1108, Cayman Islands (the "**Company**"),

(each a "**Party**" and together, the "**Parties**").

BACKGROUND:

- (1) Parties have entered into a shareholders' agreement dated 5 December 2020 (the "**Shareholders' Agreement**") in relation to the Company.
- (2) Parties wish to enter into this Deed to amend certain terms of the Shareholders' Agreement.

IT IS AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

- 1.1 Terms defined in the Shareholders' Agreement shall, except as otherwise defined herein, have the same meaning in this Deed.
- 1.2 The principles of construction set out in the clause 1.2 of the Shareholders' Agreement shall have effect as if set out in this Deed.

2. AMENDMENTS

- 2.1 The Parties acknowledge and agree that, with effect from the date of this Deed, the Shareholders' Agreement shall be amended as set out below:
 - (a) Clause 9.2 of the Shareholders' Agreement shall be deleted in its entirety and replaced with the following:

"9.2 CVC Holdco shall, in its absolute discretion, have the right to decide whether and when to pursue a QIPO or a Qualified Trade Sale if an Exit has not occurred after five (5) years of the Effective Date, and Founder Holdco and the Company shall cooperate with CVC Holdco to

consummate the QIPO or the Qualified Trade Sale. CVC Holdco agrees to dispose of all of its Shares through Exit(s) in any event no later than 12 years from the Effective Date."

- (b) Clause 2.2 in schedule 3 to the Shareholders' Agreement shall be deleted in its entirety and replaced with the following:

"2.2 Preferred Dividend

Subject to Applicable Laws, so long as the balance sheet of the Group and the Group's debt financing terms permit a distribution (including through a dividend recapitalisation), the Company shall as soon as practicable and in any event prior to a Triggering Exit declare and pay in cash a preferred dividend (the "**Preferred Dividend**") to the holders of Preference B Shares, prior to and in preference to the dividend rights of any Ordinary Shareholder or any holders of Preference A Shares, provided that:

- 2.2.1 the aggregate amount of the Preferred Dividend shall be HK\$800,000,000.00;
- 2.2.2 the Company and each Shareholder shall, and shall procure that each Group Company shall, do all things to enable the distribution of the Preferred Dividend, including by effecting a dividend recapitalisation, or by the Group Company distributing to the Company sufficient profits to enable the Company to pay such Preferred Dividend;
- 2.2.3 the declaration and payment of the Preferred Dividend is in addition to any Accrued Interest and shall not in any way affect Preference B Shares holders' entitlement to the Accrued Interest; and
- 2.2.4 the Parties agree that before CVC Holdco undertakes any Qualified Trade Sale to effect an Exit, the Preferred Dividend in the amount of HK\$800 million must be first paid to CVC Holdco in full."

- (c) Paragraph 15 in schedule 5 to the Shareholders' Agreement shall be deleted in its entirety and replaced with the following:

"15. Any declaration or payment of any dividends or other distributions by the Company (excluding the Company's declaration and payment of the Preferred Dividend in the amount of HK\$800 million in cash in accordance with clause 2.2 in Schedule 3 to this Agreement)."

3. CONTINUITY AND FURTHER ASSURANCE

3.1 Continuing obligations

- (a) Except to the extent supplemented, varied or amended by the provisions of this Deed, the terms and conditions of the Shareholders' Agreement shall continue in full force and effect.
- (b) The Shareholders' Agreement and this Deed shall be read and construed as one document and this Deed shall be considered to be part of the Shareholders' Agreement and, without prejudice to the generality of the foregoing, where the context so allows, all references in the Shareholders' Agreement to "this Agreement", "hereof", "herein", "herewith", "hereunder" and words of similar effect, shall be read and construed as references to the Shareholders' Agreement as amended, modified or supplemented by this Deed.
- (c) For the avoidance of doubt, nothing in this Deed shall affect any accrued rights or interests under the Shareholders' Agreement existing immediately prior to the date of this Deed.

3.2 Further assurance

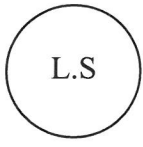

Each Party agrees to take all such actions or procure that all such actions are taken as are reasonable in order to implement the terms of this Deed or any transaction, matter or thing contemplated by this Deed.

4. MISCELLANEOUS

Clauses 12 (*Confidentiality and Announcements*), 13 (*Costs*), 14 (*Termination*), 15 (*General*), 16 (*Notices*) and 17 (*Governing Law and Jurisdiction*) of the Shareholders' Agreement apply *mutatis mutandis* to this Deed as if set out in full herein, save that any reference made to "this Agreement" in such clauses of the Shareholders' Agreement shall be construed as references to "this Deed" when incorporated into this Deed.

IN WITNESS whereof this Deed has been executed by the Parties and is intended to be and is hereby delivered on the date first before written.

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





Signature of witness

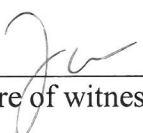
Witness name: HSU KIU FAI

Address: 31/F., TOWER A, SOUTHMARK,
WONG CHUK HANG, HONG KONG

Occupation: FINANCE DIRECTOR

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



Signature of witness

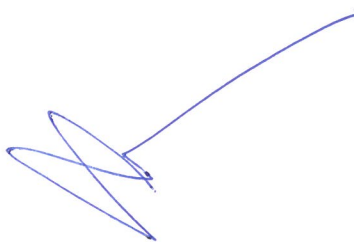
Witness name: HSU KIU FAI

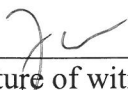
Address: 31/F., TOWER A, SOUTHMARK,

WONG CHUK HANG, HONG KONG

Occupation: FINANCE DIRECTOR

SIGNED, SEALED and DELIVERED)
as a **DEED** by)
SHAM KAR WAI)
as director and authorised signatory of)
3WH (BVI) LIMITED)
in the presence of:)





Signature of witness

Witness name: HSU KIU FAI

Address: 31/F., TOWER A, SOUTHPARK,

WONG CHUK HANG, HONG KONG

Occupation: FINANCE DIRECTOR

SIGNED, SEALED and DELIVERED
as a **DEED** by
YANN JIANG
as director and authorised signatory of
BROOKLYN LIMITED
in the presence of:

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)



Signature of witness

Witness name: LAM TING YAN JUDY

Address: RM 406, KO FUNG HOUSE, KO CHEUNG COURT, YAU TONG, KOWLOON

Occupation: ADMINISTRATION CLERK

SIGNED, SEALED and DELIVERED)
as a **DEED** by)
YANN JIANG)
as director and authorised signatory of)
BROOKLYN COMPANY LIMITED)
in the presence of:)



Signature of witness

Witness name: LAM Ting YAN JUDY

Address: RM 406, KO FUNG HOUSE, KO CHEUNG COURT, YAU TONG, KOWLOON

Occupation: ADMINISTRATION CLERK