
SHARE CAPITAL AND SECURITIES OF THE SPAC

SHARE CAPITAL

The following is a description of the authorized and issued share capital of our Company in issue and to be issued upon completion of the [REDACTED]:

Authorized share capital:

<u>Number of Shares</u>	<u>Description of Shares</u>	<u>Nominal value</u>
		(HK\$)
1,000,000,000	SPAC Shares	100,000
<u>100,000,000</u>	Promoter Shares	<u>10,000</u>
<u>1,100,000,000</u>	Total	<u>110,000</u>

Shares in issue and to be issued:

<u>Number of Shares</u>	<u>Description of Shares</u>	<u>Nominal value</u>
		(HK\$)
[REDACTED]	SPAC Shares to be [REDACTED] pursuant to the [REDACTED] [REDACTED]	[REDACTED]
<u>[REDACTED]</u>	Promoter Shares in issue	<u>[REDACTED]</u>
<u>[REDACTED]</u>	Total	<u>[REDACTED]</u>

Note: The above table does not take into account of any Shares which may fall to be issued upon exercise of the subscription rights attaching to the Warrants.

SECURITIES OF OUR COMPANY

We are [REDACTED] [REDACTED] SPAC Shares and [REDACTED] SPAC Warrants for [REDACTED] by the Professional Investors pursuant to the [REDACTED]. Professional Investors [REDACTED] for SPAC Shares in the [REDACTED] will be entitled to receive [REDACTED] SPAC Warrant for every [REDACTED] SPAC Shares [REDACTED]. Each whole SPAC Warrant entitles the holder thereof to [REDACTED] for [REDACTED] Successor Share at a price of HK\$[REDACTED] per Successor Share on a cashless basis, subject to adjustment as described below. A SPAC Warrantholder may exercise its SPAC Warrants only for a whole number of the Successor Shares. This means that only a whole SPAC Warrant may be exercised at any given time by a Warrantholder.

The SPAC Shares and the SPAC Warrants will be separately [REDACTED] on the Stock Exchange from the [REDACTED].

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Shares

Upon completion of the [REDACTED], the Shares of our Company will be divided into two classes: SPAC Shares and Promoter Shares. Both classes of Shares are ordinary shares in the share capital of our Company.

The SPAC Shares, representing [REDACTED]% of the total number of issued Shares upon completion of the [REDACTED], will be issued to and freely transferable between Professional Investors only.

All the Promoter Shares, representing [REDACTED]% of the total number of issued Shares upon completion of the [REDACTED], will be held by HK Acquisition (BVI) which is owned as to 51% by Extra Shine (wholly owned by Dr. Norman Chan), 32% by Pride Vision (wholly owned by Ms. Katherine Tsang) and 17% by Max Giant) on behalf of the Promoters in proportion to their shareholding in HK Acquisition (BVI). Dr. Norman Chan, Ms. Katherine Tsang and Max Giant, being the Promoters, must remain as the beneficial owners of the Promoter Shares they will beneficially hold (through HK Acquisition (BVI)) on the [REDACTED] and for the lifetime of those Promoter Shares, other than in exceptional circumstances, in accordance with Rule 18B.26. The Promoter Shares are not transferable to a person other than the relevant Promoter itself or its Permitted Transferee, unless a waiver is granted by the Stock Exchange and the transfer is approved by an ordinary resolution by the Shareholders at a general meeting (on which the Promoters and their close associates must abstain from voting). If a Promoter departs from our Company or where there is a change in beneficial ownership contrary to Rule 18B.26 of the Listing Rules, unless a waiver is granted by the Stock Exchange and the transfer is approved by an ordinary resolution by the Shareholders at a general meeting (on which the Promoters and their close associates must abstain from voting), the Promoter must surrender, or procure the relevant holder to surrender, the relevant Promoter Shares it beneficially owns to our Company, which will then be cancelled.

Save as mentioned in this section, the SPAC Shares will rank *pari passu* in all respects with all Promoter Shares, and will qualify and rank equally for all dividends or other distributions declared, made or paid on the Shares on a record date which falls after the date of this document.

Voting

SPAC Shareholders and Promoter Shareholders will vote together as a single class on all matters submitted to a vote of the Shareholders except as required by law or as set out in the Articles of Association and the Listing Rules. Each Share, either SPAC Share or Promoter Share, will entitle its holder to exercise one vote on any resolution at our Company's general meetings, save for (a) resolutions in respect of the appointment of Directors on which only the holders of the

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Promoter Shares are entitled to vote prior to the completion of the De-SPAC Transactions; (b) certain resolutions in respect of which the Promoters and their close associates are considered to have a material interest and must abstain from voting.

Unless otherwise specified in the Articles of Association, or as required by the applicable provisions of the Cayman Companies Act or the Listing Rules, the affirmative vote of the holders of a majority of the Shares that are voted is required to approve any such matter voted on by the Shareholders. Approving a statutory merger or consolidation with another company will require a Special Resolution, and amending the Memorandum and Articles of Association will require a Supermajority Resolution under the Articles of Association and the Cayman Companies Act.

Appointment and Removal of Directors

Prior to the completion of the De-SPAC Transaction, Promoter Shareholders have the right by ordinary resolution to appoint Directors, and all Shareholders have the right by ordinary resolution to remove Directors. Following the completion of the De-SPAC Transaction, all Shareholders will have the right by ordinary resolution to appoint Directors.

[REDACTED]

Only the SPAC Shares will be **[REDACTED]** on the Stock Exchange upon completion of the **[REDACTED]**. The SPAC Shares will be **[REDACTED]** in **[REDACTED]** of **[REDACTED]** under the **[REDACTED]** of **[REDACTED]**. All necessary arrangements have been made to enable the SPAC Shares to be admitted to **[REDACTED]**. The SPAC Shares will be **[REDACTED]** to and freely transferable between Professional Investors only.

All SPAC Shares will be registered on our Company's Hong Kong register of members to be maintained by the **[REDACTED]** in Hong Kong. Our Company's principal register of members will be maintained in the Cayman Islands by the **[REDACTED]**. The SPAC Shares shall be transferable by instrument of transfer in any usual or common form or in any other form which may be approved by the Directors. Transfers of SPAC Shares must be executed by both the transferor and the transferee or, where the transferor and/or the transferee is **[REDACTED]** (or its successor), by an instrument of transfer executed under hand by authorized person(s) or by machine imprinted signature(s). **[REDACTED]** in the SPAC Shares registered on the Hong Kong register of members will be subject to Hong Kong stamp duty.

The Promoter Shares will not be **[REDACTED]** on the Stock Exchange or any other stock exchange.

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Share Redemptions

Prior to a general meeting to approve any of the following matters (in which the Promoters and their close associates are considered to have a material interest and must abstain from voting), our Company will provide the SPAC Shareholders with the opportunity to elect to redeem all or part of their holdings of SPAC Shares at a per-Share price, payable in cash, equal to the amount then held in the Escrow Account (excluding interest and other income earned on the funds held therein to be used to pay our expenses and taxes), as calculated as of two business days prior to the date of the return of funds, divided by the number of SPAC Shares then in issue and outstanding, which will be equal to the [REDACTED], i.e. HK\$[REDACTED]:

- (a) the continuation of our Company following a material change referred to in Rule 18B.32 of the Listing Rules, including a material change in:
 - (i) any Promoter who, alone or together with its close associates, controls or is entitled to control 50% or more of the Promoter Shares in issue (or where no Promoter controls or is entitled to control 50% or more of the Promoter Shares in issue, the single largest Promoter);
 - (ii) any Promoter which holds a Type 6 (advising on corporate finance) and/or a Type 9 (asset management) licence issued by the SFC;
 - (iii) the eligibility and/or suitability of a Promoter referred to in (i) or (ii) above; or
 - (iv) a Director which is licensed by the SFC to carry out Type 6 (advising on corporate finance) and/or Type 9 (asset management) regulated activities for a SFC licensed corporation;(each a “**Material Change Event**”)
- (b) a De-SPAC Transaction; or
- (c) the extension of the De-SPAC Transaction Announcement Deadline or the De-SPAC Transaction Completion Deadline.

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The Board will inform the SPAC Shareholders the opportunity to elect to exercise their redemption right of their SPAC Shares and the period for the elections in the circular and notice of the general meeting to be dispatched to the Shareholders. The period to elect to redeem shall be the period starting on the date of notice of the general meeting to approve the relevant matters set out in (a), (b) or (c) above and ending on the date and time of commencement of that general meeting.

SPAC Shareholders may elect to have all or part of their holdings of SPAC Shares redeemed without attending or voting at the aforesaid general meeting and, if they do vote they may still elect to redeem their SPAC Shares irrespective whether they vote for or against or abstain from voting on the matters set out in (a), (b) or (c) above.

SPAC Shareholders seeking to exercise their redemption rights should submit a written request for redemption to the [REDACTED], in which the name of such Shareholders as registered in the Company's Hong Kong register of members and the number of Shares to be redeemed shall be included, and deliver their Share certificates to the [REDACTED].

The funds which our Company will return to SPAC Shareholders who properly redeem their SPAC Shares will be met by monies held in the Escrow Account. The amount in the Escrow Account is initially anticipated to be HK\$[REDACTED], representing 100% of the gross [REDACTED] from the [REDACTED]. On this basis, the per-Share price payable for the redemption of any SPAC Share will be equal to the [REDACTED], i.e. HK\$[REDACTED]. The return of funds to the redeeming SPAC Shareholders will be completed:

- (i) in the case of a shareholder vote in respect of the matter set out in (b) above, within five business days following completion of the associated De-SPAC Transaction, provided that if the De-SPAC Transaction is not completed for any reason, we will not redeem any SPAC Shares, and all redemption requests in respect of such SPAC Shares will be cancelled; and
- (ii) in the case of a shareholder vote referred to in (a) or (c) above, within one month of the approval of the relevant resolution at a general meeting. The SPAC Shares which have been redeemed will be cancelled.

There will be no redemption right with respect to the Promoter Shares and the Warrants.

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Return of Funds and [REDACTED]

Our Company will have only 24 months from the [REDACTED] to make an announcement of the terms of a De-SPAC Transaction and 36 months from the [REDACTED] to complete the De-SPAC Transaction, subject to any extension as approved by the Shareholders (which the Promoters and their close associates must abstain from voting) and the Stock Exchange for a period of up to six months. In the event that:

- (a) we fail to obtain the requisite approvals in respect of the continuation of our Company following a Material Change Event; or
- (b) we fail to make an announcement of the terms of a De-SPAC Transaction within 24 months from the [REDACTED] (or such other extension period approved by the Shareholders and the Stock Exchange), or complete the De-SPAC Transaction within 36 months from the [REDACTED] (or such other extension period approved by the Shareholders and the Stock Exchange),

the operations of our Company will cease and the [REDACTED] of the SPAC Shares and the SPAC Warrants on the Stock Exchange will be suspended, and our Company will, within one month of the suspension, return the funds to all holders of the SPAC Shares the monies held in the Escrow Account on a *pro rata* basis, for a per-Share amount equal to the amount then held in the Escrow Account (excluding interest and other income earned on the funds held therein to be used to pay our expenses and taxes), divided by the number of SPAC Shares then in issue and outstanding, which will be equal to the [REDACTED].

Upon the completion of the return of funds, the SPAC Shares will be cancelled and, subject to the applicable statutory requirements, the rights of the SPAC Shareholders as Shareholders (including the right to receive further liquidating distributions) will be completely extinguished. The SPAC Shares and the SPAC Warrants will be [REDACTED] following the Stock Exchange's publication of an announcement notifying the cancellation of [REDACTED]. Thereafter, upon the approval of our remaining Shareholders, our Company may proceed to liquidate and dissolve, subject to our obligations under Cayman Islands law to provide for claims of creditors and compliance with other statutory requirements. There will be no return of funds from the Escrow Account with respect to the Promoter Shares and the Warrants.

Conversion of the Promoter Shares

The Promoter Shares will be automatically converted into Successor Shares on a [REDACTED] basis (subject to adjustment for sub-division and consolidation of the Shares provided that it will not result in the Promoter being entitled to a higher proportion of Promoter

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Shares than it was originally entitled as of the [REDACTED]) on the De-SPAC Transaction Completion Date. Adjustments for dilutive events not provided for above may be proposed by the Board, acting on a fair and reasonable basis and always subject to any requirements under the Listing Rules. Details of any adjustments will be provided to the Shareholders and the Warrantheolders by way of an announcement on the website of the Stock Exchange at www.hkexnews.hk and our Company's website at [•]. The Successor Shares to be issued upon conversion of the Promoter Shares will rank *pari passu* in all respects with all then existing SPAC Shares (which will become Successor Shares upon completion of the De-SPAC Transaction), and will qualify and rank equally for all dividends or other distributions declared, made or paid on the Shares on a record date which falls after the De-SPAC Transaction Completion Date.

Warrants

Our Company will [REDACTED] SPAC Warrants for [REDACTED] by Professional Investors pursuant to the [REDACTED], and [REDACTED] Promoter Warrants for [REDACTED] by the Promoters in a [REDACTED] that will occur concurrently with the [REDACTED].

Each whole Warrant shall entitle its holder to [REDACTED] for one Successor Share at the exercise price of HK\$[REDACTED] per Share on a cashless basis during the Exercise Period (as defined below), which will commence on (a) in the case of the SPAC Warrants, the 30th day after the De-SPAC Transaction Completion Date; and (b) in the case of the Promoter Warrants, the first anniversary of the De-SPAC Transaction Completion Date.

We will not be obligated to issue any Successor Shares pursuant to the exercise of a Warrant and will have no obligation to settle such warrant exercise unless the [REDACTED] approval of the Successor Shares (including the Successor Shares which will be issued upon the exercise of the Warrants) have been granted by the Stock Exchange. It is expected that an application will be made to the Stock Exchange for the [REDACTED] of, and permission to [REDACTED], the Successor Shares for the purpose of completing the De-SPAC Transaction.

SPAC Warrants

Our Company will issue [REDACTED] SPAC Warrants to [REDACTED] of the SPAC Shares who are Professional Investors pursuant to the [REDACTED]. Each whole SPAC Warrant shall entitle its holder to [REDACTED] for one Successor Share at the exercise price of HK\$[REDACTED] per Share, subject to the adjustment as set out below.

Professional Investors [REDACTED] for SPAC Shares in the [REDACTED] will be entitled to receive [REDACTED] SPAC Warrant for every [REDACTED] SPAC Shares [REDACTED]. No fractional Warrants will be issued and only whole SPAC Warrants will be [REDACTED] and [REDACTED] on the Stock Exchange.

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Only whole Warrants are exercisable. A single whole Warrant must be exercised in full, and may not be exercised partially.

Exercise Period

The SPAC Warrants may be exercised only during the period commencing on the 30th day after the De-SPAC Transaction Completion Date and ending on the date falling five years after the completion of the De-SPAC Transaction or earlier upon (i) redemption (in accordance with the mechanism set out below); (ii) [REDACTED] of our Company; or (iii) liquidation or winding-up of our Company (the “**Exercise Period**”).

Exercise Price

The exercise price of the Warrants is HK\$[REDACTED] per Share, representing a [REDACTED]% premium to the [REDACTED], exercisable only on a cashless basis.

Conditions to the Exercise

The Warrants are exercisable, on a cashless basis, when the Fair Market Value (as defined below) is at least HK\$[REDACTED] per Successor Share. Upon a cashless exercise of the Warrants, Warrantholders will be issued such number of Successor Shares for each Warrant (subject to the adjustment as set out below) they elect to exercise calculated on the following basis:

$$\text{Number of Successor Shares for each Warrant} = \frac{\text{Fair Market Value} - \text{HK\$[REDACTED]}}{\text{Fair Market Value}}$$

For the purpose of the Warrants, the “**Fair Market Value**” means the average closing price of the Successor Shares as stated in the Stock Exchange’s daily quotations sheets for the 10 trading days immediately prior to the date on which a notice of exercise is received by the [REDACTED]; provided that if the Fair Market Value is HK\$[REDACTED] or higher, the Fair Market Value will be deemed to be HK\$[REDACTED] for the purpose of calculating the number of Successor Shares to be issued upon exercise of any Warrant.

Only Successor Shares will be issued upon exercise of the Warrants. No fractional Successor Shares will be issued. If a Warrantholder would be entitled to receive a fractional interest in a Successor Share, such number of Successor Shares rounded down to the nearest whole number will be issued to such holder.

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The following example illustrates the number of Successor Shares which will be issued to a Warrantholder upon its cashless exercise of [REDACTED] SPAC Warrants:

Fair Market Value	Calculation	Number of Successor Shares to be issued
(HK\$)		

[REDACTED]

Note:

1. If the Fair Market Value is HK\$[REDACTED] or higher, the Fair Market Value will be deemed to be HK\$[REDACTED] for the purpose of calculating the number of Successor Shares to be issued upon exercise of any Warrant.

In no event will the Warrants be exercisable for more than 0.50 of a Successor Share per Warrant. In no event will our Company be required to net cash settle any Warrant.

Redemption

Our Company has the option to redeem the outstanding Warrants, in whole and not in part, at a price of HK\$[REDACTED] per Warrant, upon giving not less than 30 days’ prior written notice of redemption (the “**Redemption Notice**”) by way of an announcement on the website of the Stock Exchange at www.hkexnews.hk and our Company’s website at [•], which may be served upon the date of the first anniversary of the De-SPAC Transaction Completion Date, in the event the closing price of the Successor Shares as stated in the Stock Exchange’s daily quotations sheets is HK\$[REDACTED] or higher for any 20 trading days within 30 consecutive trading days ending three business days before the Redemption Notice is sent.

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Upon receiving a Redemption Notice, a Warrantholder may exercise the outstanding Warrants in whole or in part within the 30-day notice period on a cashless basis. Upon a cashless exercise of the Warrants, Warrantholders will be issued such number of Successor Shares for each Warrant (subject to the adjustment as set out below) they elect to exercise calculated on the following basis:

$$\text{Number of Successor Shares for each Warrant} = \frac{\text{Fair Market Value} - \text{HK\$[REDACTED]}}{\text{Fair Market Value}}$$

For the avoidance of doubt, a Warrantholder may continue to exercise the outstanding Warrants within the 30-day notice period based on the Fair Market Value, which may be different from the redemption trigger price of HK\$[REDACTED].

Only Successor Shares will be issued upon exercise of the Warrants. No fractional Successor Shares will be issued. If a Warrantholder would be entitled to receive a fractional interest in a Successor Share, such number of Successor Shares rounded down to the nearest whole number will be issued to such holder.

In no event will the Warrants be exercisable for more than [REDACTED] of a Successor Share per Warrant. In no event will our Company be required to net cash settle any Warrant.

Any unexercised Warrants outstanding after the lapse of the 30-day notice period shall be redeemed by our Company at a price of HK\$[REDACTED] per Warrant. Any Warrant so redeemed shall be deemed to be cancelled and lapse.

Adjustments

If the number of issued and outstanding SPAC Shares is increased by a capitalization or share bonus issue of SPAC Shares, or by a sub-division of SPAC Shares or other similar event, then, on the effective date of such share capitalization, sub-division or similar event, the number of Successor Shares issuable on exercise of the Warrants shall be increased in proportion to such increase in the issued and outstanding SPAC Shares.

If the number of issued and outstanding SPAC Shares is decreased by a consolidation, reverse share sub-division or reclassification of SPAC Shares or other similar event, then, on the effective date of such consolidation, reverse share sub-division, reclassification or similar event, the number of Successor Shares issuable on exercise of a Warrant shall be decreased in proportion to such decrease in issued and outstanding SPAC Shares.

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In case any event shall occur affecting our Company as to which the aforesaid circumstances is not strictly applicable, but which would require an adjustment to the terms of the Warrants in order to avoid an adverse impact on the Warrants, our Company shall appoint a firm of independent registered public accountants, investment banking or other appraisal firm of recognized standing, which shall give its opinion as to whether or not any adjustment to the rights represented by the Warrants is necessary and, if they determine that an adjustment is necessary, the terms of such adjustment.

[REDACTED] and Transferability

The SPAC Warrants will be **[REDACTED]** in certificated form and **[REDACTED]** on the Stock Exchange upon completion of the **[REDACTED]**. The SPAC Warrants will be **[REDACTED]** to and freely transferable between Professional Investors only.

The SPAC Warrants will be **[REDACTED]** in **[REDACTED]** of **[REDACTED]** under the warrant code of **[REDACTED]**. All necessary arrangements have been made to enable the SPAC Warrants to be admitted to **[REDACTED]**.

All SPAC Warrants will be registered on our Company's register of warrantholders to be maintained by the **[REDACTED]** in Hong Kong. A SPAC Warrant holder wishing to transfer its SPAC Warrants shall lodge, during normal business hours at the office of the **[REDACTED]**, the relevant Warrant Certificate(s) registered in the name of the Warrant holder, together with a duly stamped instrument of transfer in respect thereof in any usual or common form or in any other form which may be approved by the Directors. Transfers of SPAC Warrants must be executed by both the transferor and the transferee or, where the transferor and/or the transferee is **[REDACTED]** (or its successor), by an instrument of transfer executed under hand by authorized person(s) or by machine imprinted signature(s). The transferor shall be deemed to remain the holder of the SPAC Warrants until the name of the transferee is entered in the register of warrantholders in respect of that SPAC Warrant. Deals in the SPAC Warrants registered on the register of warrantholders will be subject to Hong Kong stamp duty.

No voting rights as Shareholders

No voting rights as Shareholders are attached to the Warrants, but Warrant holders are entitled to vote at meetings of Warrant holders.

The Successor Shares to be issued upon exercise of the Warrants will rank *pari passu* in all respects with all then existing Successor Shares, and will qualify and rank equally for all dividends or other distributions declared, made or paid on the Successor Shares on a record date which falls after the issue date of such Successor Shares.

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After the issue of Successor Shares upon exercise of the Warrants, each Warrantholder will be entitled to one vote for each Successor Share held on matters to be voted on at the general meeting of the Successor Company.

No rights to distributions and [REDACTED] of further securities

The Warrantholder has no right to participate in any distributions and/or [REDACTED] of further securities made by our Company.

Expiration

The Warrants will expire at 5:00 p.m. (Hong Kong time) on the date falling five years after the completion of the De-SPAC Transaction or earlier upon (i) redemption (in accordance with the mechanism set out above); (ii) [REDACTED] of our Company; or (iii) liquidation or winding-up of our Company. No exercise of the Warrants will be permitted after they have expired on such date. No exercise of the Warrants will be permitted after they have expired on such date.

In addition, the Warrants will expire worthless if any of the following events occurs:

- (a) we fail to obtain the requisite approvals in respect of the continuation of our Company following a Material Change Event; or
- (b) we fail to make an announcement of the terms of a De-SPAC Transaction within 24 months from the [REDACTED] (or such other extension period approved by the Shareholders and the Stock Exchange), or complete the De-SPAC Transaction within 36 months from the [REDACTED] (or such other extension period approved by the Shareholders and the Stock Exchange).

There will be no redemption right or return of funds from the Escrow Account with respect to the Warrants.

Amendments of Warrant terms

The terms of the Warrants may be amended without the consent of any holder (i) to cure any ambiguity or correct any mistake, including to conform the terms of the Warrants to the description thereof set forth in this document, or defective provision, (ii) to add or amend any terms with respect to matters or questions as our Company may deem necessary or desirable and that our Company deems to not adversely affect the rights of the holders of Warrants, or (iii) to amend the provisions relating to cash dividends on ordinary shares as contemplated by and in

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accordance with the Warrant Instrument; provided that such amendments shall be subject to the approval by the Stock Exchange and shall not allow any amendment to the terms of the Warrants that would increase the exercise price of the Warrants or shorten the exercise period.

All other amendments shall comply with the requirements under the Listing Rules and require the vote or written consent of the holders of at least 75% of the then outstanding SPAC Warrants, provided that any amendment that solely affects the terms of the Promoter Warrants will also require the vote or written consent of at least 75% of the then outstanding Promoter Warrants.

Promoter Warrants

The Promoters have agreed to, through HK Acquisition (BVI), [REDACTED] for a total of [REDACTED] Promoter Warrants at a price of HK\$[REDACTED] per Promoter Warrant (HK\$[REDACTED] in aggregate), representing [REDACTED]% of the [REDACTED], in a [REDACTED] that will occur concurrently with the [REDACTED]. Each whole Promoter Warrant shall entitle its holder to [REDACTED] for [REDACTED] Successor Share at the exercise price of HK\$[REDACTED] per Share, subject to the adjustment as set out in “— SPAC Warrants — Adjustments” above.

All the Promoter Warrants will be held by HK Acquisition (BVI) which is owned as to 51% by Extra Shine (wholly owned by Dr. Norman Chan), 32% by Pride Vision (wholly owned by Ms. Katherine Tsang) and 17% by Max Giant) on behalf of the Promoters in proportion to their shareholding in HK Acquisition (BVI). Dr. Norman Chan, Ms. Katherine Tsang and Max Giant, being the Promoters, must remain as the beneficial owners of the Promoter Warrants that it will beneficially own (through HK Acquisition (BVI)) on the [REDACTED] and for the lifetime of those Promoter Warrants, other than in exceptional circumstances, in accordance with Rule 18B.26 of the Listing Rules. The Promoter Warrants are not transferable to a person other than the relevant Promoter itself or its Permitted Transferee, unless a waiver is granted by the Stock Exchange and the transfer is approved by an ordinary resolution by the Shareholders at a general meeting (on which the Promoters and their close associates must abstain from voting). If a Promoter departs from our Company or where there is a change in beneficial ownership contrary to Rule 18B.26 of the Listing Rules, unless a waiver is granted by the Stock Exchange and the transfer is approved by an ordinary resolution by the Shareholders at a general meeting (on which the Promoters and their close associates must abstain from voting), the Promoter must surrender, or procure the relevant holder to surrender, the relevant Promoter Warrants it beneficially owns to our Company, which will then be cancelled.

The Promoter Warrants will only be exercisable during the period commencing on the first anniversary of the De-SPAC Transaction Completion Date and ending on the date falling five years after the completion of the De-SPAC Transaction or earlier upon (i) redemption; (ii) [REDACTED] of our Company; or (iii) liquidation or winding-up of our Company. The Promoters

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will also be bound by lock-up undertakings with respect to the Promoter Warrants and the Successor Shares acquired by them as a result of exercising the Promoter Warrants, which undertakings are set out in “— Promoters’ Undertakings” below.

Save for the aforesaid, the Promoter Warrants have terms that are identical to those of the SPAC Warrants being [REDACTED] in the [REDACTED].

The Promoter Warrants will not be [REDACTED] on the Stock Exchange or any other stock exchange.

Undertaking to the Stock Exchange

Pursuant to Rule 18B.21 of the Listing Rules, our Company has undertaken to the Stock Exchange that during the period commencing on the [REDACTED] and ending on the De-SPAC Transaction Completion Date, it will not allot, issue or grant any Warrants, unless permitted by the Listing Rules and approved by the Stock Exchange.

PROMOTERS’ EARN-OUT RIGHT

Subject to the approval by the Shareholders and the compliance with the Listing Rules, the Promoters may receive additional Successor Shares (the “**Earn-out Shares**”) after the completion of the De-SPAC Transaction, up to such number of additional Successor Shares that will not exceed [REDACTED]% of the total number of Shares in issue as of the [REDACTED] (the “**Earn-out Right**”); provided that the aggregate number of Successor Shares that the Promoters hold (or are entitled to receive upon conversion of the Promoter Shares) and the Earn-out Shares, will not exceed [REDACTED]% of the total number of Shares in issue as of the [REDACTED]. The Earn-out Right, if approved will only be triggered if the volume weighted average price of the Successor Shares equals or exceeds HK\$[REDACTED] per Successor Share (the “**Earn-out Exercise Price**”) for any 20 trading days within any 30-trading day period commencing six months after the completion of the De-SPAC Transaction.

The Earn-out Right is subject to approval by ordinary resolution of the Shareholders at the general meeting convened to approve the De-SPAC Transaction, on which the Promoters and their close associates must abstain from voting. The material terms of the Earn-out Right as agreed between the parties to the De-SPAC Transaction (which, depending on the terms proposed by our Company and approved by the Shareholders, may provide for higher Earn-out Exercise Price than HK\$[REDACTED], more than 20 trading days within the 30-trading day period, which may commence at a date later than six months after the completion of the De-SPAC Transaction or may impose additional objective targets, as compared to the terms stated above) will be disclosed in the announcement and the document for the De-SPAC Transaction. If the De-SPAC Transaction does not complete, the Earn-out Right will be cancelled and become void.

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The Earn-out Right, including the number of Earn-out Shares to be issued pursuant to exercise of the Earn-out Right and the Earn-out Exercise Price, will be subject to adjustment for sub-division or consolidation of the Shares provided that it will not result in the Promoters being entitled to a higher proportion of Successor Shares than it was originally entitled as of the [REDACTED] and in compliance with the Listing Rules.

PROMOTERS' UNDERTAKINGS

Pursuant to Rule 18B.66 of the Listing Rules, each of the Promoters has irrevocably undertaken to the Stock Exchange not to, and to procure the relevant holder not to, dispose of, or enter into any agreement to dispose of, or otherwise create any options, rights, interests or encumbrances in respect of any securities of the Successor Company (including any securities of the Company beneficially owned by the Promoters as a result of the issue, conversion or exercise of the Promoter Shares, the Promoter Warrants and the Earn-out Right) before the first anniversary of the De-SPAC Transaction Completion Date, except (a) to the relevant Promoter itself or its Permitted Transferee; (b) in exceptional circumstances as permitted by the Stock Exchange and subject to the approval of an ordinary resolution by shareholders at a general meeting, on which the Promoters and their close associates must abstain from voting.

The Promoters and HK Acquisition (BVI) have also undertaken to the Stock Exchange that so long as any Promoter Shares and/or Promoter Warrants are held by any one of the Promoters through HK Acquisition (BVI) on its behalf, each of the Promoters and HK Acquisition (BVI) will comply with the requirements under the Listing Rules that are applicable to the Promoters.

PROMOTERS' AGREEMENT

Our Company [has entered] into the Promoters' Agreement with our Promoters, pursuant to which each of the Promoters has agreed to:

- (a) as required by the Listing Rules, abstain, and procure its respective close associates and any registered holders of its Shares to abstain, from voting on the relevant resolution to (i) approve the De-SPAC Transaction; (ii) approve the extension of the De-SPAC Transaction Announcement Deadline or the De-SPAC Transaction Completion Deadline; or (iii) approve the continuation of our Company following a Material Change Event; and
- (b) waives, to the fullest extent permitted by applicable laws, any rights it may have on any monies held in the Escrow Account with respect to any Promoter Shares and Promoter Warrants held by it if (i) we fail to obtain the requisite approvals in respect of the continuation of our Company following a Material Change Event; (ii) we fail to

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announce a De-SPAC Transaction within 24 months of the [REDACTED] (or such other extension period approved by the Shareholders and the Stock Exchange) or complete the De-SPAC Transaction within 36 months of the [REDACTED] (or such other extension period approved by the Shareholders and the Stock Exchange); and

- (c) indemnify our Company by paying in full against any claims by a third party for services rendered or products sold to us, or any prospective De-SPAC Target with which we have discussed entering into an agreement for a De-SPAC Transaction, resulting in a reduction in the amount of funds in the Escrow Account to below the [REDACTED] per SPAC Share, net of any amount of interest which have accumulated from the funds in such Escrow Account, provided that such indemnity will not apply to any claims by a third party or prospective De-SPAC Target that has agreed to waive its rights to the monies held in the Escrow Account (whether or not such waiver is enforceable).

ALTERATIONS OF SHARE CAPITAL

Pursuant to the Articles of Association and subject to the requirements of the relevant laws and regulations in the Cayman Islands, our Company may from time to time (including for the purpose of facilitating the completion of a De-SPAC Transaction) by ordinary resolution of Shareholders (a) increase its share capital; (b) consolidate and divide its share capital into shares of a larger amount; (c) sub-divide its Shares or any of them into Shares of a smaller amount; and (d) cancel any Shares which have not been taken. In addition, our Company may subject to the provisions of the Cayman Islands Companies Act reduce its share capital or capital redemption reserve by its Shareholders passing a Special Resolution. See “Appendix III — Summary of the Constitution of The Company and Cayman Islands Company Law — 2. Articles of Association — 2.4 Alteration of capital” for further details.

CIRCUMSTANCES UNDER WHICH GENERAL MEETING AND CLASS MEETING ARE REQUIRED

As a matter of the Cayman Islands Companies Act, an exempted company is not required by law to hold any general meeting or class meeting. The holding of general meeting or class meeting is prescribed under the articles of association of a company. Accordingly, our Company will hold general meetings as prescribed under the relevant provisions of the Articles a summary of which is set out in “Appendix III — Summary of the Constitution of The Company and Cayman Islands Company Law— 2. Articles of Association — 2.7 — Annual general meetings and extraordinary general meetings.”