

AMENDMENT LETTER

From: Gaea Sports Limited

To: Zhang Zhiyong

Date: 29 July 2022

Dear Sirs,

Zhang Zhiyong – HK\$156,956,969 Loan Agreement dated 9 October 2017 (the "Original Agreement")

1. We refer to:

- (a) the Original Agreement between the Borrower as borrower and Bright Pacific Enterprises Limited as lender (the **Original Lender**);
- (b) the deed of charge over shares dated 9 October 2017 (the **Share Charge**) between the Borrower as chargor and the Original Lender as chargee; and
- (c) the assignment of loan and security dated 29 June 2020 (the **Assignment**) between the Original Lender as assignor and Gaea Sports Limited as assignee (the **New Lender**) pursuant to which the Original Lender assigned its right, title and interest in the Original Agreement and the Share Charge to the New Lender pursuant to the terms and conditions therein.

2. Unless otherwise stated, terms defined in the Original Agreement shall have the same meaning when used in this letter.

3. The provisions of paragraph 5 below shall be effective only if the New Lender has received (or waived receipt of) all of the documents and other evidence listed in and appearing to comply with the requirements of the Schedule. The New Lender shall notify the Borrower promptly upon being so satisfied (the date of the notification being the **Effective Date**).

4. The Borrower makes the representations set out in clause 9 (*Representations*) of the Original Agreement, by reference to the facts and circumstances then existing:

(a) on the date of this letter; and

(b) on the Effective Date,

but as if references in clause 9 (*Representations*) of the Original Agreement to "this Agreement" were instead to this letter and, on the Effective Date, to the Original Agreement as amended by this letter.

5. With effect from the Effective Date:

(a) a new definition of "Amendment Letter" under clause 1.1 (*Definitions*) of the Original Agreement shall be added immediately after the definition of "Advance":

"Amendment Letter means the amendment letter relating to this Agreement dated 29 July 2022";

(b) a new definition of "Dividends" under clause 1.1 (*Definitions*) of the Original Agreement shall be added immediately after the definition of "Disposal":

"Dividends has the meaning given to it in the Share Charge"

- (c) the definition of "Final Repayment Date" under clause 1.1 (*Definitions*) of the Original Agreement shall be deleted in its entirety and be replaced with the following:

"Final Repayment Date means the date falling 120 months after the Drawdown Date";

- (d) a new clause 6.6 shall be added immediately after clause 6.5 (*Mandatory prepayment*):

"The Borrower shall promptly after receiving any Dividends and in any case within 2 Business Days of receiving such Dividends, apply the amount of Dividends received to pay or prepay the following amounts in the following order:

- (a) firstly, to pay any accrued but unpaid interest;
- (b) secondly, in respect of any balance remaining after the application in paragraph (a) above, to prepay to the Lender an amount in respect the interest which will accrue on the Loan for the upcoming 12 Months, assuming that there is no prepayment of the Loan in such period; and
- (c) thirdly, in respect of any balance remaining after the application in paragraph (b) above, to prepay the principal amount of the Loan."

- (e) clause 7.2 (*Costs – Rates of interest*) of the Original Agreement shall be deleted in its entirety and be replaced with the following:

"Subject to clause 7.3, the Borrower will pay interest on the Advance at the rate of 1 per cent per annum. Such interest will accrue from day to day on the balance of the Advance and shall be calculated on the basis of actual days elapsed and a 365 day year. It shall be paid monthly on and from the date of the Amendment Letter on each Interest Payment Date."

- (f) clause 11.17 (*Default – Capacity and death*) of the Original Agreement shall be deleted in its entirety and be replaced with the following:

"To the extent the Borrower was appointed as an executive director and the chief executive officer on or before the date of the Amendment Letter, the Borrower subsequently ceases to be an executive director, the chief executive officer and/ or hold any key position (as determined by the Issuer) of the Issuer."

- (g) clause 6.4 of the Share Charge shall be deleted in its entirety and be replaced with the following:

"6.4 At any time while an Event of Default is not continuing, the Chargor shall apply all Dividends and distributions received by it in respect of the Investments in prepayment of the Loan in accordance with the Facility Agreement."

6. The Borrower confirms that its obligations under the Share Charge shall remain in full force and effect (as amended by this letter) in respect of the Borrower's obligations under the Original Agreement (as amended by this letter).
7. As of the date of this letter, the principal amount outstanding under the Original Agreement is HK\$151,390,892.89.
8. The provisions of the Original Agreement will, except as amended by this letter, continue in full force and effect.
9. The provisions of clause 20 (*Notices*) (as supplemented by the notice of assignment delivered pursuant to the Assignment), clause 22 (*Counterparts*) and clause 23 (*Law and jurisdiction*) of the Original Agreement shall be incorporated into this letter as if set out in full in this letter and as if references in those clauses to "this Agreement" are references to this letter.

THE SCHEDULE

- (a) Evidence that approval at a general meeting of the independent shareholders who do not have any material interest in the transaction contemplated under this letter as required under Chapter 14A of the Rules Governing the Listing of Securities on HKSE has been obtained.

Yours faithfully

[Signature]
GAEA Sports Limited

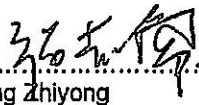
.....
for and on behalf of: *[Signature]*
GAEA SPORTS LIMITED
.....
GAEA Sports Limited

[Signature]

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We acknowledge and agree to the above terms:

The Borrower


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Zhang Zhiyong

Date: 29 July 2022

AMENDMENT LETTER

From: Gaea Sports Limited

To: Zhang Zhiyong

Date: 29 July 2022

Dear Sirs,

Zhang Zhiyong – HK\$33,628,500 Loan Agreement dated 19 January 2018 (the "Original Agreement")

1. We refer to:
 - (a) the Original Agreement between the Borrower as borrower and Bright Pacific Enterprises Limited as lender (the **Original Lender**);
 - (b) the deed of charge over shares dated 19 January 2018 (the **Share Charge**) between the Borrower as chargor and the Original Lender as chargee; and
 - (c) the assignment of loan and security dated 29 June 2020 (the **Assignment**) between the Original Lender as assignor and Gaea Sports Limited as assignee (the **New Lender**) pursuant to which the Original Lender assigned its right, title and interest in the Original Agreement and the Share Charge to the New Lender pursuant to the terms and conditions therein.
2. Unless otherwise stated, terms defined in the Original Agreement shall have the same meaning when used in this letter.
3. The provisions of paragraph 5 below shall be effective only if the New Lender has received (or waived receipt of) all of the documents and other evidence listed in and appearing to comply with the requirements of the Schedule. The New Lender shall notify the Borrower promptly upon being so satisfied (the date of the notification being the **Effective Date**).
4. The Borrower makes the representations set out in clause 9 (*Representations*) of the Original Agreement, by reference to the facts and circumstances then existing:
 - (a) on the date of this letter; and
 - (b) on the Effective Date,but as if references in clause 9 (*Representations*) of the Original Agreement to "this Agreement" were instead to this letter and, on the Effective Date, to the Original Agreement as amended by this letter.
5. With effect from the Effective Date:
 - (a) a new definition of "Amendment Letter" under clause 1.1 (*Definitions*) of the Original Agreement shall be added immediately after the definition of "Advance":

"Amendment Letter means the amendment letter relating to this Agreement dated 29 July 2022";
 - (b) a new definition of "Dividends" under clause 1.1 (*Definitions*) of the Original Agreement shall be added immediately after the definition of "Disposal":

"Dividends has the meaning given to it in the Share Charge"

- (c) the definition of "Final Repayment Date" under clause 1.1 (*Definitions*) of the Original Agreement shall be deleted in its entirety and be replaced with the following:

"Final Repayment Date means the date falling 120 months after the Drawdown Date";

- (d) a new clause 6.6 shall be added immediately after clause 6.5 (*Mandatory prepayment*):

"The Borrower shall promptly after receiving any Dividends and in any case within 2 Business Days of receiving such Dividends, apply the amount of Dividends received to pay or prepay the following amounts in the following order:

- (a) firstly, to pay any accrued but unpaid interest;
- (b) secondly, in respect of any balance remaining after the application in paragraph (a) above, to prepay to the Lender an amount in respect the interest which will accrue on the Loan for the upcoming 12 Months, assuming that there is no prepayment of the Loan in such period; and
- (c) thirdly, in respect of any balance remaining after the application in paragraph (b) above, to prepay the principal amount of the Loan."

- (e) clause 7.2 (*Costs – Rates of interest*) of the Original Agreement shall be deleted in its entirety and be replaced with the following:

"Subject to clause 7.3, the Borrower will pay interest on the Advance at the rate of 1 per cent per annum. Such interest will accrue from day to day on the balance of the Advance and shall be calculated on the basis of actual days elapsed and a 365 day year. It shall be paid monthly on and from the date of the Amendment Letter on each Interest Payment Date."

- (f) clause 11.17 (*Default – Capacity and death*) of the Original Agreement shall be deleted in its entirety and be replaced with the following:

"To the extent the Borrower was appointed as an executive director and the chief executive officer on or before the date of the Amendment Letter, the Borrower subsequently ceases to be an executive director, the chief executive officer and/ or hold any key position (as determined by the Issuer) of the Issuer."

- (g) clause 6.4 of the Share Charge shall be deleted in its entirety and be replaced with the following:

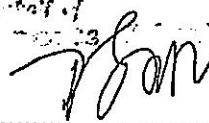
"6.4 At any time while an Event of Default is not continuing, the Chargor shall apply all Dividends and distributions received by it in respect of the Investments in prepayment of the Loan in accordance with the Facility Agreement."

6. The Borrower confirms that its obligations under the Share Charge shall remain in full force and effect (as amended by this letter) in respect of the Borrower's obligations under the Original Agreement (as amended by this letter).
7. As of the date of this letter, the principal amount outstanding under the Original Agreement is HK\$31,502,277.41.
8. The provisions of the Original Agreement will, except as amended by this letter, continue in full force and effect.
9. The provisions of clause 20 (*Notices*) (as supplemented by the notice of assignment delivered pursuant to the Assignment), clause 22 (*Counterparts*) and clause 23 (*Law and jurisdiction*) of the Original Agreement shall be incorporated into this letter as if set out in full in this letter and as if references in those clauses to "this Agreement" are references to this letter.

THE SCHEDULE

- (a) Evidence that approval at a general meeting of the independent shareholders who do not have any material interest in the transaction contemplated under this letter as required under Chapter 14A of the Rules Governing the Listing of Securities on HKSE has been obtained.

Yours faithfully

For and on behalf of
GAEA SPORTS LIMITED


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for and on behalf of: ~~GAEA SPORTS LIMITED~~
GAEA SPORTS LIMITED

We acknowledge and agree to the above terms:

The Borrower


.....
Zhang Zhiyong

Date: 29 July 2022