

Dated 11 October 2022

Top Spring International (BVI) Limited
(as Borrower)

Top Spring International Holdings Limited
(as Guarantor)

Metro Property (BVI) Limited
(as Lender)

Lee Kim Tah Holdings Limited
(as Lee Kim Tah)

Metro-LKT (BVI) Limited
(as Facility Agent)

Metro-LKT (BVI) Limited
(as Security Agent)

SECOND SUPPLEMENTAL AGREEMENT
to
US\$120,000,000 Secured Facility Agreement

This second supplemental agreement (this “**Second Supplemental Agreement**”) is made on 11 October 2022

AMONG

- (1) Top Spring International (BVI) Limited
(as Borrower)
- (2) Top Spring International Holdings Limited
(as Guarantor)
- (3) Metro Property (BVI) Limited (as Lender) (“**Metro**”)
Lee Kim Tah Holdings Limited (“**Lee Kim Tah**”)
- (4) Metro-LKT (BVI) Limited
(as Facility Agent)
- (5) Metro-LKT (BVI) Limited
(as Security Agent)

(each a “**Party**” and together, the “**Parties**”)

WHEREAS

- (A) (1) The Borrower as borrower, (2) the Guarantor as guarantor, (3) Metro and Lee Kim Tah as lenders, (4) the Facility Agent as facility agent for the Finance Parties, and (5) the Security Agent as security agent and trustee for the Finance Parties entered into a secured facility agreement on 26 October 2018 (the “**Facility Agreement**”) whereby, among other things, the Metro and Lee Kim Tah agreed to make available to the Borrower the Facility for the purposes, and subject to the terms and conditions, set out in the Facility Agreement.
- (B) On 23 November 2020, the Parties entered into a supplemental agreement to the Facility Agreement (the “**First Supplemental Agreement**”) to amend certain terms thereof. Based on an extension notice dated 20 November 2020 given by the Borrower pursuant to clause 5.1.2 of the Facility Agreement, the Final Repayment Date was extended to 26 November 2022.
- (C) After arm’s length negotiations, (i) it was agreed among all Parties that Lee Kim Tah shall, subject to the satisfaction of the relevant conditions herein, cease to be a Lender and a Party to the Original Facility Agreement; and (ii) it was agreed among the Remaining Parties (as defined below) that the term of the Loan shall be further extended for two years. In this regard, the Parties agree to further amend certain terms of the Original Facility Agreement (as defined below) as set out in this Second Supplemental Agreement.

NOW the Parties hereto agree as follows:

1. Definitions and interpretation

- 1.1 Words and expressions defined in the Original Facility Agreement shall, unless defined or re-defined herein, have the same meanings when used in this Second Supplemental Agreement. In addition:

“**Condition Precedent**” has the meaning given to such term in paragraph (a) of Clause 3.1.

“**Effective Date**” has the meaning given to such term in paragraph (b) of Clause 3.1.

“**Finance Parties**” means the Facility Agent, the Security Agent and Metro and “**Finance Party**” means any one of them.

“**Original Facility Agreement**” means the Facility Agreement (as amended and supplemented by the First Supplemental Agreement) before its amendment by this Second Supplemental Agreement on the Effective Date.

“**Remaining Parties**” means all Parties except Lee Kim Tah.

- 1.2 The headings of this Second Supplemental Agreement are for convenience only and shall not affect the interpretation of the Original Facility Agreement and this Second Supplemental Agreement.

2. **Further Amendments to the Original Facility Agreement and the Security Documents**

- 2.1 The Parties have determined, agreed and acknowledged that:
- (a) in consideration of the mutual agreement set forth in this Second Supplemental Agreement (the sufficiency and receipt of which are confirmed by the respective Parties), the Parties agree that Lee Kim Tah shall cease to be a Lender and a Party to the Original Facility Agreement with effect from the Effective Date;
 - (b) the Borrower shall, on or before 26 November 2022 (the “**LKT Payment Date**”), pay or procure the repayment to Lee Kim Tah in US\$ by cheque to Lee Kim Tah or by wire transfer to the bank account notified in writing by Lee Kim Tah no later than three (3) Business Days prior to the LKT Payment Date a sum equal to the aggregate of (i) US\$26,375,000, being the sum of the principal amount of the Loan and accrued and unpaid interest owed to Lee Kim Tah, and (ii) (where relevant) any Forex Make-whole Amount ((i) and (ii) collectively, the “**LKT Loan**”). Notwithstanding clause 9.2 of the Facility Agreement, the Security Agent shall apply the Borrower’s payment in this clause for wholly satisfying the LKT Loan; and
 - (c) upon the Borrower’s full payment of the LKT Loan, Lee Kim Tah and the Security Agent shall as soon as reasonably practicable (but in any event within seven (7) days upon receipt of the payment) produce a receipt (in any event in form and substance satisfactory to the Borrower and Metro)

acknowledging receipt of all monies owed by the Borrower to Lee Kin Tah and that there is no further liability or obligation owed by the Borrower and the Guarantor to Lee Kim Tah under the Original Facility Agreement (as amended by this Second Supplemental Agreement) and the Security Documents.

- 2.2 The Parties have determined, agreed and acknowledged that clause 5.2.1 of the Original Facility Agreement shall be deleted in its entirety and be replaced by the following:

“The Borrower may, by delivering the Final Repayment Date Extension Notice to the Facility Agent within three (3) months prior to the Final Repayment Date, request that the date falling within the definition of “Final Repayment Date” be extended to the date which falls seventy-two (72) months from the date of the Utilisation Date.”

3. Conditions precedent

- 3.1 The amendments to the Original Facility Agreement as stipulated in paragraph (a) of Clause 2.1 and Clause 2.1:

- (a) are conditional upon (i) the passing of the necessary resolution(s) by the shareholders of the Guarantor at the extraordinary general meeting to be held and convened to approve, confirm and ratify this Second Supplemental Agreement and the transactions contemplated hereunder (if required); and (ii) the full repayment of the LKT Loan as referred to in paragraph (b) of Clause 2.1 (the “**Conditions Precedent**”); and
- (b) shall become effective upon the later of (i) the date of the extraordinary general meeting of the Guarantor referred to in paragraph (a) above and (ii) the date on which the LKT Loan as referred to in paragraph (b) of Clause 2.1 is repaid in full (such date being the “**Effective Date**”).

- 3.2 If the Conditions Precedent are not satisfied on or before 31 December 2022 (or such later date as the Parties may agree), this Second Supplemental Agreement shall cease and terminate as if this Second Supplemental Agreement had not been entered into but the Original Facility Agreement shall remain as valid and effective as if the Second Supplemental Agreement had not been entered into.

4. Confirmation – Security and guarantee

- 4.1 Subject to paragraph (d) of this Clause 4.1, without prejudice to the rights of any Finance Party which have arisen on or before the Effective Date, each Obligor confirms that, on and after the Effective Date:

- (a) the Original Facility Agreement (as amended by this Second Supplemental Agreement) and the other Finance Documents will remain in full force and effect amongst the Remaining Parties;

- (b) each Security Document will remain in full force and effect amongst the Remaining Parties and will continue to secure all liabilities which are expressed to be secured by it (including, without limitation, the liabilities of the Obligors under the Original Facility Agreement as amended by this Second Supplemental Agreement);
 - (c) the guarantee, undertaking and indemnity under clause 10 (*Guarantee*) of the Original Facility Agreement will remain in full force and effect amongst the Remaining Parties and will extend to the Borrower's obligations under the Original Facility Agreement (as amended by this Second Supplemental Agreement); and
 - (d) the obligations owed by the Borrower and the Guarantor under the Original Facility Agreement (as amended by this Second Supplemental Agreement) towards Lee Kim Tah shall be fully released, satisfied, terminated, discharged or waived.
- 4.2 To the extent that the Guarantor's guarantee, undertaking or indemnity under clause 10 (*Guarantee*) of the Original Facility Agreement is not, for any reason, enforceable on or after the Effective Date in relation to the Borrower's obligations under the Finance Documents (including the Original Facility Agreement as amended by this Second Supplemental Agreement) (the "**Amended Obligations**"), the Guarantor gives a guarantee, undertaking and indemnity to each Finance Party on and after the Effective Date on the terms of clause 10 (*Guarantee*) of the Original Facility Agreement and on the basis that the Borrower's obligations under the Finance Documents are the Amended Obligations.

5. Miscellaneous

- 5.1 The Borrower shall bear the fees and disbursements of the lawyers, accountants and consultants engaged by the Parties respectively in connection with this Second Supplemental Agreement, if any.
- 5.2 This Second Supplemental Agreement may be executed in any number of counterparts each of which shall be an original and has the same effect as if the signatures were on a single copy of this Second Supplemental Agreement.
- 5.3 A person who is not a Party has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any term of this Second Supplemental Agreement.
- 5.4 The Parties designate this Second Supplemental Agreement as a Finance Document.

6. Governing law and jurisdiction

This Second Supplemental Agreement is governed by and shall be interpreted in accordance with the laws of Hong Kong, and the Parties shall submit to the exclusive jurisdiction of the courts of Hong Kong.

SIGNATURE PAGES

The Borrower

TOP SPRING INTERNATIONAL (BVI) LIMITED

By:



Name: LEUNG KA TAI
Title: DIRECTOR

The Guarantor

TOP SPRING INTERNATIONAL HOLDINGS LIMITED

By:

A handwritten signature in black ink, consisting of a stylized, cursive script that appears to be 'WCH' followed by a long horizontal stroke extending to the right.

Name: WONG CHUN HONG
Title: DIRECTOR

The Lender

METRO PROPERTY (BVI) LIMITED

By:

A handwritten signature in black ink, consisting of a large, stylized loop at the top and a vertical line extending downwards, ending in a small hook.

Name: CHAN BEE LENG
Title: DIRECTOR

Lee Kim Tah

LEE KIM TAH HOLDINGS LIMITED

By:

A handwritten signature in black ink, appearing to read 'Lee Jian Ling Nicole', written in a cursive style.

Name: LEE JIAN LING NICOLE

Title: DIRECTOR

The Facility Agent

METRO-LKT (BVI) LIMITED

By:

Name: CHAN BEE LENG
Title: DIRECTOR

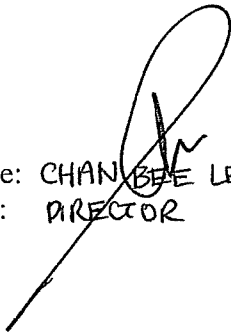
A handwritten signature in black ink, consisting of a large, stylized loop at the top, followed by a vertical line and a horizontal stroke, and ending in a long, sweeping tail that extends downwards and to the left.

The Security Agent

METRO-LKT (BVI) LIMITED

By:

Name: CHAN BEE LENG
Title: DIRECTOR

A handwritten signature in black ink, identical to the one above, featuring a large loop at the top, a vertical line, a horizontal stroke, and a long, sweeping tail extending downwards and to the left.