

THIS SUPPLEMENTAL AGREEMENT (the "**Agreement**") is dated 14 June 2022.

PARTIES

- (1) Infinity Entertainment Group Limited, a company incorporated under the laws of the Cayman Islands whose registered address is c/o Unit 802B&803A, Tower 1, Admiralty Centre, 18 Harcourt Road, Admiralty, Hong Kong ("**Seller**")
- (2) Luk Hing Entertainment Group Holdings Limited (8052.HK) a publicly listed company on the Hong Kong Stock Exchange incorporated under the laws of the Cayman Islands whose principal place of business in Hong Kong is Room 1505, 15/F, Shun Tak Centre West Tower, 168-200 Connaught Road Central, Sheung Wan, Hong Kong ("**Buyer**"); and
- (3) LC Capital Limited a company incorporated under the laws of the Hong Kong whose registered office address is Units 802B & 803A, Tower 1, Admiralty Centre, 18 Harcourt Road, Admiralty, Hong Kong ("**Guarantor**")

BACKGROUND

- (A) The parties entered into a share purchase agreement dated 13 June 2022 in relation to the purchase of the entire issued share capital in the Target Company by the Buyer from the Seller (the "**Original SPA**").
- (B) The parties have agreed to amend the Original SPA on the terms set out in this Agreement.
- (C) This Agreement is supplemental to the Original SPA save to the extent amended by this Agreement.

AGREED TERMS

1. INTERPRETATION

1.1 Save for the following definitions which apply to this Agreement, defined terms used in this Agreement shall bear the same meanings as they bear in the Original Agreement (as amended by this Agreement).

Effective Date	The date of this Agreement.
Original Agreement	the share purchase agreement dated 13 June 2022 made between (1) Infinity Entertainment Group Limited; (2) Luk Hing Entertainment Group Holdings Limited; and (3) LC Capital Limited.

- 1.2 References to a Clause is reference to a clause of this Agreement.
- 1.3 Clause headings shall not affect the interpretation of this Agreement.
- 1.4 Unless the context otherwise requires and subject to any amendment in this Agreement, terms defined in the Original Agreement shall have the same meaning in this Agreement.

2. AMENDMENTS TO THE ORIGINAL AGREEMENT

2.1 The Original Agreement shall be amended with effect on and from the Effective Date as set out in this Clause 2.

2.2 The Definition of Consideration shall be amended as follow:

“**Consideration** means the consideration for the Acquisition, being HK\$34,560,000, which shall be satisfied by the allotment and issue of 317,064,220 Consideration Shares (as hereinafter defined).

2.3 Clause 2.5 of the Original Agreement shall be amended as follows:

“The Parties have agreed that the Purchase Price of the Sale Shares shall be HK\$34,560,000 which shall be satisfied by way of a share allotment to the Seller of 317,064,220 fully paid ordinary shares (the “**Consideration Shares**”) in the issued share capital of the Buyer.”

2.4 Clause 2.6 of the Original Agreement shall be amended as follows:

The Consideration Shares will be allotted and issued at the issue price of HK\$0.109 each, credited as fully paid. The Consideration Shares, when allotted and issued, shall rank pari passu in all respects with the shares in issue of the Buyer on the date of allotment and issue of the Consideration Shares including the right to all dividends, distributions and other payments made or to be made, on the record date which falls on or after the date of such allotment and issue.

3. CONTINUITY

The provisions of the Original Agreement shall, save as amended in this Agreement, continue in full force and effect, and shall be read and construed as one document with this Agreement.

4. MISCELLANEOUS

This Agreement may be executed in any number of counterparts, each of which is an original and which, together, have the same effect as if each party had signed the same document.

5. GOVERNING LAW AND DISPUTE RESOLUTION

This Agreement shall be subject to Clauses 8.9 of the Original Agreement with regards to the governing law and jurisdiction applicable to this Agreement.

Execution

Executed as an agreement.

**Signed for and on behalf of the Seller
Infinity Entertainment Group Limited**

Signature of  Jonathan CHENG
Director

**Signed for and on behalf of the Buyer
Luk Hing Entertainment Group Holdings
Limited**



Signature of CHOI Siu Kit John
Director

**Signed for and on behalf of the Guarantor
LC Capital Limited**

Signature of  Jonathan CHENG
Director