

Dated the 3<sup>rd</sup> day of April 2025

**BEST FOOD HOLDING COMPANY LIMITED**  
**(FORMERLY KNOWN AS LEE & MAN HANDBAGS HOLDING LIMITED)**

and

**SONIC TYCOON LIMITED**

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**AMENDMENT DEED**

in relation to  
the Convertible Bond in the principal amount of HK\$750,000,000 issued by  
Best Food Holding Company Limited  
(Formerly known as Lee & Man Handbags  
Holding Limited)  
dated 23 November 2018

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THIS AMENDMENT DEED is made the 3<sup>rd</sup> day of April 2025

**BETWEEN:**

- (1) **Best Food Holding Company Limited (formerly known as Lee & Man Handbags Holding Limited)**, a company incorporated in Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands and whose principal place of business is situated at Suite 11, 70/F, Two International Finance Centre, No. 8 Finance Street, Central, Hong Kong (the “**Issuer**”); and
- (2) **Sonic Tycoon Limited**, a company incorporated in the British Virgin Islands whose registered office is situated at Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands (the “**Bond Holder**”)

(all of the above parties as the “**Parties**”, and each as a “**Party**”).

**WHEREAS**

- (A) The Bond Holder is the registered holder of the convertible bonds in the principal amount of HK\$750,000,000 (the “**Convertible Bond**”) issued by the Issuer.
- (B) On 23 November 2018 (the “**Issue Date**”), the Issuer had issued to the Bond Holder a Bond Certificate no.: 20181123 (the “**Bond Certificate**”), which is constituted by a bond instrument dated 23 November 2018 (the “**Bond Instrument**”) and is subject to, and have the benefit of, the Bond Instrument and the terms and conditions set out therein.
- (C) Pursuant to the Bond Instrument, the maturity date of the Convertible Bond (the “**CB Maturity Date**”) shall be the fifth anniversary of the Issue Date, or, subject to the agreement of the Bond Holder, the seventh anniversary of the Issue Date. Pursuant to an extension notice dated 19 December 2022, the Bond Holder agreed to extend the CB Maturity Date to the seventh anniversary of the Issue Date (i.e. 23 November 2025).
- (D) The Parties are desirous of further extending the CB Maturity Date from 23 November 2025 to 23 December 2027. Pursuant to the Bond Instrument, the terms and conditions of the Convertible Bond may be modified by way of deed poll executed by the Issuer. The Parties hereby enter into this Amendment Deed to extend the CB Maturity Date.



**NOW THIS AMENDMENT DEED WITNESSETH** as follows:

**1. DEFINITIONS AND INTERPRETATION**

In this Amendment Deed, unless otherwise defined herein, expressions used herein shall have the same meanings as those defined in the Bond Instrument. In addition, the following terms and expressions shall be interpreted and construed as follows:

**“Extension”** means the extension of the maturity date of the Convertible Bond from 23 November 2025 to 23 December 2027; and

**“Long Stop Date”** means 31 October 2025 or such later date as may be agreed in writing between the parties hereto

**2. CONDITIONS PRECEDENT**

- 2.1 This Amendment Deed is conditional upon the passing of an ordinary resolution to approve the Extension by the independent shareholders of the Issuer and compliance of the applicable connected transactions requirements under the Listing Rules on or before the Long Stop Date.
- 2.2 In the event that the conditions precedent set out above are not satisfied on or before the Long Stop Date, unless otherwise agreed between the Parties, this Amendment Deed shall terminate and cease to be of any effect and neither Party shall have any claim against the other Party for any costs, damages, compensation or otherwise in respect of the Amendment Deed other than in respect of antecedent breaches hereof.

**3. EXTENSION**

- 3.1 The Parties hereby agree that the definition of “Maturity Date” in paragraph 1.1 of the Bond Instrument shall be deleted in its entirety and replaced as follows:-

*“Maturity Date means 23 December 2027.”*

- 3.2 References to the Bond Instrument shall be construed along with this Amendment Deed and read as a whole.
- 3.3 For the avoidance of doubt, save for the aforementioned Extension, all other terms and conditions of the Convertible Bond as set out in the Bond Instrument shall remain unchanged. The Bond Holder further acknowledges that as at the date of this Amendment Deed, there had been no non-compliance of the Bond Instrument and none of the events of default under the Bond Instrument had occurred.

- 3.4 The Parties also agreed that, for any accrued interest of the Convertible Bond due but not paid by the Issuer, the payment date of such interest shall also be extended to 23 December 2027.

**4. GOVERNING LAW AND JURISDICTION**

This Amendment Deed is governed by and shall be construed in accordance with Hong Kong law and the Issuer and the Bond Holder agree to submit to the non-exclusive jurisdiction of the courts of Hong Kong in connection herewith.

**5. COUNTERPARTS**

This Amendment Deed may be executed in any number of counterparts and by the Parties on separate counterparts, each of which when so executed and delivered shall be an original, but all the counterparts shall together constitute one and the same instrument.

**6. MISCELLANEOUS**

Notwithstanding if any provision of this Amendment Deed purports to confer a benefit on any person who is not a party to this Amendment Deed, a person who is not a party to this Amendment Deed shall have no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of The Laws of Hong Kong) to enforce or enjoy the benefit of any provisions of this Amendment Deed.



IN WITNESS whereof the parties hereto have caused this Amendment Deed to be executed and delivered the day and year first above written.

Sealed with the Common Seal )  
and Signed by )  
for and on behalf of )  
BEST FOOD HOLDING COMPANY )  
LIMITED )  
in the presence of )



*[Handwritten signature]*

Sealed with the Common Seal )  
and Signed by )  
for and on behalf of )  
SONIC TYCOON LIMITED )  
in the presence of )

X

*[Handwritten signature]*

