

## SHAREHOLDERS VOTING AGREEMENT

Between

**KWOK CHUN PHYLLIS NG LOUEY ("Party A")**

**KWOK WON CAROL WILMA YU LOUEY ("Party B")**

**LAI KUEN WILLIAM LOUEY ("Party C")**

Dated: 18 September 2017

**King & Wood Mallesons**

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THIS AGREEMENT is made on 18 September 2017

**BETWEEN:**

1. **KWOK CHUN PHYLLIS NG LOUEY**, holder of Hong Kong identity card no. [REDACTED] ("Party A");
  2. **KWOK WON CAROL WILMA YU LOUEY**, holder of Hong Kong identity card no. [REDACTED] ("Party B"); and
  3. **LAI KUEN WILLIAM LOUEY**, holder of Hong Kong identity card no. [REDACTED] ("Party C")
- (each of them, a "Party" and all of them, "Parties")

**WHEREAS:**

- (A) As at the date hereof, Parties are shareholders and/or beneficial owners of shares (the "Shares") in Transport International Holdings Limited ("TIHL"), a company incorporated under the laws of Bermuda and whose Shares are listed on The Stock Exchange of Hong Kong Ltd (the "Exchange")(stock code: 62) in the following manner:
- (a) In respect of Party A, is directly and indirectly interested in an aggregate of 11,485,674 Shares, representing 2.74% of the entire issued shareholding of TIHL;
  - (b) In respect of Party B, is directly, indirectly and jointly with another interested in an aggregate of 11,775,859 Shares, representing 2.81% of the entire issued shareholding of TIHL; and
  - (c) In respect of Party C, is directly interested in 6,567,950 Shares, representing 1.57% of the entire issued shareholding of TIHL,
- and altogether, 29,829,483 Shares, representing 7.11% of the entire issued shareholding of TIHL (on the basis the entire issued shareholding of TIHL as at the date hereof is 419,602,687 Shares).
- (B) Parties agree to enter into this Agreement for the purpose of regulating the manner in which they will exercise their voting rights attached to each of the Shares held by them from time to time under the terms and conditions contained herein.

**IT IS HEREBY AGREED** as follows:

**1. VOTING OF SHARES**

- 1.1 In consideration of the mutual covenants and undertakings to be given by each Party to the others under this Agreement, each Party hereby undertakes with other Parties that immediately upon execution of this Agreement, in respect of each of the Shares registered in his/her name and/or beneficially owned by him/her from time to time:
- (a) Before exercising the voting rights attached to each of the Shares held by him/her pursuant to the Bye-Laws of TIHL in respect of each resolution to be passed by the Shareholders at the general meetings of TIHL (including without limitation a resolution to elect director(s) of TIHL)(the "Voting Rights"), he/she shall as soon as practicable communicate to the other Parties either in writing or verbally his/her intention on how he/she will exercise the Voting Rights in respect of each resolution to be passed;
  - (b) Where after the communications under Clause 1.1(a), it is known that Parties' intentions on how they will exercise the Voting Rights in respect of a resolution to be passed are all the same, each Party covenants and undertakes with all other Parties that the Voting Rights in respect of that resolution shall be exercised by him/her accordingly and in conformity with all other Parties; and

- (c) Where after the communications under Clause 1.1(a), it is known that Parties' intentions on how they will exercise the Voting Rights in respect of a resolution to be passed are different, each Party covenants and undertakes with each other that he/she shall use his/her best endeavours to resolve the differences such that eventually the Voting Rights in respect of that resolution shall be exercised by all Parties consistently and in conformity with all other Parties.

1.2 Each Party hereby acknowledges, represents and warrants to all other Parties that:

- (a) He/she has full power to enter into this Agreement and has not prior to signing of this Agreement, entered into any other voting agreement or arrangements of similar nature or appointed any proxy in respect of any Shares held by him/her;
- (b) Upon signing of this Agreement, he/she shall not take any action which is inconsistent with the purposes and provisions of this Agreement, including without limitation the instructions to be given by him/her to his/her proxy (if appointed in the future) in exercising the Voting Rights; and
- (c) He/she shall do all such things reasonably within his/her power for the purpose of carrying into full effect the provisions of this Agreement, including without limitation, complying with the relevant disclosure of interests obligations under the Securities and Futures Ordinance (if necessary) and executing such further documents or agreements.

1.3 For the avoidance of doubt, it is hereby acknowledged and confirmed by each Party that:

- (a) This Agreement is meant to govern the Shares being held by each Party from time to time and that the performance of his/her obligations under this Agreement are continuing as long as he/she remains a holder of Share(s) and shall not be affected in case of any change in his/her Shareholdings in TIHL in the future;
- (b) The performance of his/her obligations under this Agreement shall not be affected in case of any change in the capital structure of TIHL in the future;
- (c) This Agreement is only meant to regulate how Voting Rights are to be exercised among Parties under Clause 1.1 above and apart from this, it is not supposed nor meant to impose any other form of restrictions on the rights of any Party to transfer or dispose of any interests in the Shares held by him/her from time to time, nor on the manner in which he/she may exercise all other rights and obligations attached to the Shares being held from time to time under applicable laws and regulations and the Bye-Laws of TIHL; and
- (d) This Agreement shall not, and is not meant to, create any obligation on Parties to act in concert to further acquire any Shares or any interest in Shares.

## 2. TERMINATION

2.1 This Agreement shall be effective upon execution and remain valid and legally binding and the rights and obligations of Parties under this Agreement shall remain in force as long as Parties are registered holders of, and/or beneficially interested in, Shares, and shall be automatically terminated upon the first happening of any one of the following events:

- (a) All Parties agree to terminate this Agreement in writing;
- (b) All Parties cease to hold any Shares; and
- (c) For whatever reason, trading of the Shares on the Exchange have been suspended for a period of twelve months or more.

2.2 In case any Party (an "Outgoing Party") who (i) ceases to be a registered holder of and/or beneficially interested in any Shares; or (ii) wishes not to be a party to this Agreement, the Outgoing Party shall immediately notify all other Parties in writing of the fact that he/she ceases to hold or interested in any Shares or of his/her wish not to be a party to this Agreement and the date

on which it will take effect (as the case may be), and with effect therefrom this Agreement shall not be binding on that Outgoing Party (but shall remain binding on all other remaining Parties as long as they are not less than two).

### **3. GENERAL**


- 3.1 No amendment or variation of this Agreement shall be valid unless it is in writing and signed by all Parties.
- 3.2 None of the provisions of this Agreement shall be deemed to constitute a partnership or agency amongst Parties other than as Shareholders in TIHL.
- 3.3 If at any time any one or more of the provisions of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, such provision shall be deemed to have been severed from this Agreement and the remaining provisions of this Agreement shall continue in all respects to be valid and enforceable and be construed so as to best give effect to the purposes and intents hereof.
- 3.4 This Agreement constitutes the entire agreement amongst Parties relating to the subject matter hereof and supersedes all prior agreements or undertakings oral or written.
- 3.5 This Agreement shall be for the benefit of and binding upon Parties and their respective heirs, personal representatives, legal representatives, successors, assigns and transferees of rights and obligations under this Agreement.


### **4. GOVERNING LAW AND JURISDICTION**

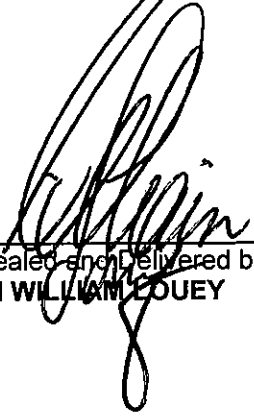
- 4.1 This Agreement and the rights and obligations of all Parties shall be governed by and construed in accordance with the laws of Hong Kong.
- 4.2 Any dispute, controversy, difference or claim arising out of or relating to this Agreement, including the existence, validity, interpretation, performance, breach or termination thereof or any dispute regarding non-contractual obligations arising out of or relating to it shall be referred to and finally resolved by arbitration administered by the Hong Kong International Arbitration Centre (“**HKIAC**”) under the HKIAC Administered Arbitration Rules in force when the notice of arbitration is submitted.

**IN WITNESS** whereof this Agreement has been executed by Parties as a Deed on the day and year first above written.

Signatures:

  
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Signed, Sealed and Delivered by  
**KWOK CHUN PHYLLIS NG LOUEY**

  
\_\_\_\_\_  
Signed, Sealed and Delivered by  
**KWOK WON CAROL WILMA YU LOUEY**

  
\_\_\_\_\_  
Signed, Sealed and Delivered by  
**LAI KUEN WILLIAM LOUEY**