

DATED the 4<sup>th</sup> day of July 2022

**CCT TELECOM SECURITIES LIMITED**  
(as First Vendor)

and

**EVER SINO GROUP LIMITED**  
(as Second Vendor)

and

**CCT FORTIS HOLDINGS LIMITED**  
(as Guarantor)

and

**TOP PIONEER HOLDINGS LIMITED**  
(as Purchaser)

and

**ONG CHOR WEI**  
(as Purchaser Guarantor)

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**SIXTH SUPPLEMENTAL AGREEMENT  
FOR SALE AND PURCHASE OF  
53,667,100,000 SHARES IN  
GBA HOLDINGS LIMITED**

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**THIS SIXTH SUPPLEMENTAL AGREEMENT** is made on the 4<sup>th</sup> day of July 2022

**BETWEEN:**

- (1) (A) **CCT TELECOM SECURITIES LIMITED**, a company incorporated in Hong Kong with limited liability and having its registered office at 18/F., CCT Telecom Building, 11 Wo Shing Street, Fotan, Shatin, New Territories, Hong Kong (the “**First Vendor**”); and  
(B) **EVER SINO GROUP LIMITED**, a company incorporated in the British Virgin Islands with limited liability and having its registered office at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (the “**Second Vendor**”); and  
(together the “**Vendors**” and each of them a “**Vendor**”);
- (2) **TOP PIONEER HOLDINGS LIMITED**, a company incorporated in Hong Kong and having its registered office at Flat 1415, 14/F., Leighton Centre, 77 Leighton Road, Causeway Bay, Hong Kong (the “**Purchaser**”); and
- (3) **CCT FORTIS HOLDINGS LIMITED**, a company incorporated in the Cayman Islands and continued in Bermuda with limited liability and having its registered office at Victoria Place, 5<sup>th</sup> Floor, 31 Victoria Street, Hamilton HM 10, Bermuda and its principal place of business in Hong Kong at 18<sup>th</sup> Floor, CCT Telecom Building, 11 Wo Shing Street, Fotan, Shatin, New Territories, Hong Kong (the “**Guarantor**”); and
- (4) **ONG CHOR WEI (王祖偉)**, a Hong Kong permanent resident with Hong Kong identity card number P365885(A) and having his residential address at Flat A, 3/F., Greenview Gardens, 125 Robinson Road, Hong Kong (“**Purchaser Guarantor**”).

**WHEREAS:**

- (A) The Vendors, the Purchaser, the Guarantor and the Purchaser Guarantor are party to an agreement dated 15 November 2021, as amended by a supplemental agreement dated 14 December 2021, a second supplemental agreement dated 26 January 2022, a third supplemental agreement dated 15 March 2022, a fourth supplemental agreement dated 6 May 2022 and a fifth supplemental agreement and joinder agreement dated 16 May 2022 (together the “**Agreement**”), under which the Vendors agrees to sell and the Purchaser agrees to purchase the Sale Shares (as defined in the Agreement), subject to the terms and conditions of the Agreement.
- (B) Pursuant to Clause 15.2 of the Agreement, the parties hereto agree to vary certain terms of the Agreement in accordance with the terms and conditions of this Sixth Supplemental Agreement.

**NOW IT IS HEREBY AGREED** as follows:

**1. INTERPRETATION**

In this Sixth Supplemental Agreement, unless otherwise defined herein or unless the

context requires otherwise:

- (a) words and expressions and other rules of interpretation defined, used or set out in the Agreement shall have the same meanings and application in this Sixth Supplemental Agreement; and
- (b) references to the Agreement shall be construed as references to the Agreement as amended or supplemental from time to time.

## 2. AMENDMENTS

The following amendments shall be made to the Agreement:

- 2.1 The definitions of “Completion Date”, “Purchaser Share Charges”, “Sale Shares” and “Second Tranche Sale Shares” under Clause 1.1 of the Agreement shall be deleted in their entirety and shall be replaced with the following revised definitions:

- “Completion Date”** 29 July 2022, after fulfilment (or waiver) of the conditions set out in Clause 3.2, or such other date as the Vendors and the Purchaser may agree in writing”
- “Purchaser Share Charges”** (i) the share charge in the agreed form to be executed by the Purchaser Guarantor in favour of the Vendors upon the Completion Date, in relation to the first-ranking charge of the entire issued share capital of the Purchaser; and (ii) the share charge in the agreed form to be executed by the Purchaser in favour of the Vendors upon the Completion Date, in relation to the first-ranking charge of one-half (50%) of the Sale Shares, as security for performance of the obligations of the Purchaser to repay the Promissory Notes, in form satisfactory to the Vendors;”
- “Sale Shares”** means the First Tranche Sale Shares, Second Tranche Sale Shares and Third Tranche Sale Shares”
- “Second Tranche Sale Shares”** a total of 8,000,000,000 Shares beneficially owned by the Second Vendor, representing approximately 4.35% of the entire issued share capital of the Company as at the date of the Sixth Supplemental Agreement”

The definitions of “Third Tranche Sale Shares” and “Sixth Supplemental Agreement”, shall be added to Clause 1.1 of the Agreement as follows:

- “Third Tranche Sale Shares”** a total of 35,667,100,000 Shares, being (i) the 28,467,100,000 Shares beneficially owned by the First Vendor representing approximately 15.48% of the entire issued share capital of the Company as at the date of the Sixth Supplemental Agreement, and (ii) the

7,200,000,000 Shares beneficially owned by the Second Vendor representing approximately 3.92% of the entire issued share capital of the Company as at the date of the Sixth Supplemental Agreement”

““Sixth Supplemental Agreement”

The Sixth Supplemental Agreement entered into among the parties hereto dated 4<sup>th</sup> July 2022 in relation to the Agreement”

2.2 Clause 4.1 of the Agreement shall be deleted in its entirety and shall be replaced by the following:

“4.1 The consideration for the sale and purchase of the Sale Shares (the "**Consideration**") shall be the sum of HK\$250,000,000, which shall be payable by the Purchaser to the Vendors (or their nominees as they may direct) in Hong Kong in the following manner:

- (1) as to HK\$20,000,000 ("**Initial Deposit**") shall be payable by the Purchaser to the Second Vendor (or its nominee) within thirty (30) days from the date of signing of the Agreement;
- (2) as to HK\$10,000,000 ("**First Further Deposit**") shall be payable by the Purchaser to the Second Vendor (or its nominee) within thirty (30) days from the date of payment of the Initial Deposit or such later date as the parties hereto may agree in writing;
- (3) as to HK\$10,000,000 ("**Second Further Deposit**") shall be payable by the Purchaser to the Second Vendor (or its nominee) on or before 15 February 2022;
- (4) as to HK\$10,000,000 ("**Third Further Deposit**") shall be payable by the Purchaser to the Second Vendor (or its nominee) no later than seven (7) Business Days after the date of the Fourth Supplemental Agreement;
- (5) as to HK\$10,000,000 ("**Fourth Further Deposit**", together with the Initial Deposit, First Further Deposit, Second Further Deposit and Third Further Deposit, the "**Deposits**") shall be payable by the Purchaser to the Second Vendor (or its nominee) no later than seven (7) Business Days after the date of the Sixth Supplemental Agreement;
- (6) as to HK\$40,000,000 shall be payable by the Purchaser to the First Vendor or its nominee (or to each of the Vendors or their nominees in such proportion to be further notified by the Vendors to the Purchaser), upon Completion; and
- (7) as to HK\$150,000,000 shall be settled by the Purchaser's issuance to the Vendors (or their nominee(s)) in form satisfactory to the Vendors, upon Completion, promissory notes ("**Promissory Notes**") in the

agreed form in the principal amounts of HK\$120,000,000 to the First Vendor (or its nominee) and HK\$30,000,000 to the Second Vendor (or its nominee), respectively, or as allocated in such principal amounts to each of the Vendors (or their nominees) as further notified by the Vendors to the Purchaser. The Promissory Notes shall carry interest at a coupon rate of 5% per annum, with maturity dates on the date of the first anniversary from the Completion Date. The payment and performance of the Promissory Notes by the Purchaser shall be secured by the Purchaser Share Charges and the Deed of Guarantee.”

2.3 A new Clause 4.6 shall be added to the Agreement:

“4.6 Against the Purchaser having procured and arranged for the due stamping on the transfer of the Second Tranche Sale Shares and receipt by the Second Vendor of the Deposits in full, the Second Vendor shall deliver an instruction to the broker of the Second Vendor to forthwith effect the transfer of the Second Tranche Sale Shares, free from all Encumbrances, to such CCASS participants’ or investor participants’ account as may be designated by the Purchaser (provided that the Purchaser shall be entitled to deduct the stamp duty arising from such transfer of the Second Tranche Sale Shares payable by the Second Vendor under Clause 17.2 from the Fourth Further Deposit).”

2.4 Notwithstanding the Fourth Supplemental Agreement, all references to “Sale Shares” under Clauses 5.2, 5.3 and 5.4 shall be revised so as to refer to the “Third Tranche Sale Shares” instead.

### **3. OTHER**

3.1 Except as amended in accordance with this Sixth Supplemental Agreement, all remaining provisions of the Agreement shall remain unchanged and shall continue to be binding upon the parties to the Agreement.

3.2 This Sixth Supplemental Agreement may be executed by the parties hereto in any number of counterparts and on separate counterparts, each of which when so executed shall be deemed an original but all of which shall constitute one and the same instrument and is binding on all parties. A party may execute this Sixth Supplemental Agreement and the documents referred to herein on a facsimile copy counterpart and deliver his/its signature and/or seal by facsimile provided that such party shall deliver his/her/its original signature and/or seal within 14 days from the date of execution of this Sixth Supplemental Agreement (or, as the case may be, the date of execution of the relevant document).

3.3 (i) This Sixth Supplemental Agreement is governed by and shall be construed in accordance with the laws of Hong Kong. The parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

(ii) Notwithstanding any other provisions of this Sixth Supplemental Agreement, a person who is not a party to this Sixth Supplemental Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623

of the Laws of Hong Kong) to enforce any provisions of this Sixth Supplemental Agreement. Notwithstanding any term of this Sixth Supplemental Agreement, the consent of any person who is not a party to this Sixth Supplemental Agreement is not required to rescind or vary this Sixth Supplemental Agreement at any time.

- 3.4 Each party shall bear its own legal costs in relation to this Sixth Supplemental Agreement.

IN WITNESS WHEREOF this Sixth Supplemental Agreement has been executed on the day and year first above written.

**THE FIRST VENDOR**

**SIGNED** by Mak Shiu Tong )

for and on behalf of )

**CCT TELECOM SECURITIES LIMITED** )

in the presence of: )

WOO SIU YING IRIS

For and on behalf of  
~~CCT TELECOM SECURITIES LIMITED~~  
~~中建電訊投資有限公司~~  
.....  
Authorized Signature(s)

**THE SECOND VENDOR**

**SIGNED** Mak Shiu Tong )

for and on behalf of )

**EVER SINO GROUP LIMITED** )

in the presence of: )

WOO SIU YING IRIS

For and on behalf of  
~~EVER SINO GROUP LIMITED~~  
~~永華集團有限公司~~  
.....  
Authorised Signature(s)





**THE PURCHASER GUARANTOR**

**SIGNED, SEALED AND DELIVERED** )

as a **DEED** by **ONG CHOR WEI** )

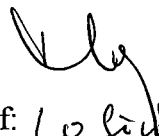
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*For and on behalf of*  
**TOP PIONEER HOLDINGS LIMITED**

A handwritten signature in black ink, appearing to be "L. S. Lim", written over a dotted line.

.....  
*Authorized Signature(s)*

in the presence of:  *Lo Sui Hui*

**THE PURCHASER**

**SIGNED** by )

for and on behalf of )

**TOP PIONEER HOLDINGS LIMITED** )

*For and on behalf of*  
**TOP PIONEER HOLDINGS LIMITED**

  
.....  
*Authorized Signature(s)*

in the presence of: *Lo Siu Hei* )

