

DATED the 15th day of March 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)

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

THIS THIRD SUPPLEMENTAL AGREEMENT is made on the 15th day of March 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, 5th Floor, 31 Victoria Street, Hamilton HM 10, Bermuda and its principal place of business in Hong Kong at 18th Floor, CCT Telecom Building, 11 Wo Shing Street, Fotan, Shatin, New Territories, Hong Kong (the “**Guarantor**”).

WHEREAS:

- (A) The Vendors, the Purchaser and the Guarantor entered into an agreement on 15 November 2021, as amended by a supplemental agreement dated 14 December 2021 and a second supplemental agreement dated 26 January 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 to the Agreement now agree to vary certain terms of the Agreement in accordance to the terms and conditions of this Third Supplemental Agreement.

NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATION

In this Third 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 Third 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 definition of "Completion Date" under Clause 1.1 of the Agreement shall be deleted in its entirety and shall be replaced the following revised definition:

“**Completion Date**” 31 May 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”

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

“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 ("**First Tranche of 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 ("**Second Tranche of Second Further Deposit**") shall be payable by the Purchaser to the Second Vendor (or its nominee) on or before 31 March 2022;
- (5) as to HK\$80,000,000 ("**Third Further Deposit**", together with the Initial Deposit, First Further Deposit, First Tranche of Second Further Deposit and Second Tranche of Second Further Deposit, the "**Deposits**") shall be payable by the Purchaser to the Vendors, of which HK\$70,000,000 shall be payable to the Second Vendor (or its nominee) and HK\$10,000,000 shall be payable to the First Vendor (or its nominee) on or before 30 April 2022; and
- (6) the balance of HK\$120,000,000 shall be payable by the Purchaser, against compliance and fulfillment of all acts and requirements set out in Clause 6.8, upon Completion to the First Vendor (or its nominee).”

3. Except as amended in accordance with Clause 2 of this Third Supplemental Agreement, all remaining provisions of the Agreement shall remain unchanged and shall continue to be binding upon the parties to the Agreement.
4. This Third 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 Third 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 Supplemental Agreement (or, as the case may be, the date of execution of the relevant document).
5.
 - (i) This Third Supplemental Agreement shall be governed by and 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 Third Supplemental Agreement, a person who is not a party to this Third 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 Third Supplemental Agreement. Notwithstanding any term of this Third Supplemental Agreement, the consent of any person who is not a party to this Third Supplemental Agreement is not required to rescind or vary this Third Supplemental Agreement at any time.
6. Each party shall bear its own legal costs in relation to this Third Supplemental Agreement.

IN WITNESS WHEREOF this Third 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)

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
CCT TELECOM SECURITIES LIMITED
中建電訊投資有限公司
Authorized Signature(s)

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

THE PURCHASER

SIGNED by Ong Chor Wei)

for and on behalf of)

TOP PIONEER HOLDINGS LIMITED)

in the presence of:)

LO Sin Hui Juans

For and on behalf of
TOP PIONEER HOLDINGS LIMITED
.....
Authorized Signature(s)