

Dated 4 April 2022

**MR. SONG CHENGLI**  
**(as vendor and guarantor)**

**AND**

**HAO BAI INTERNATIONAL (CAYMAN) LIMITED**  
**(as purchaser)**

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**SECOND SUPPLEMENTAL AGREEMENT**  
**in relation to the sale and purchase the issued shares of**  
**CITY KEY GROUP LINTIED**

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**THE AGREEMENT** is made on 4 April 2022

**BETWEEN**

- (1) Mr. Song Chenglei
- (2) Hao Bai International (Cayman) Limited

(The Vendor and the Purchaser are collectively referred to as the “Parties”, and each of any of them is referred to as “Party”)

**WHEREAS:-**

- (A) By an agreement dated 22 March 2022 entered into between the Parties (the “**Sale and Purchase Agreement**”), the Vendor agreed to sell and the Purchaser agreed to purchase the Sale Shares (as defined in the Sale and Purchase Agreement) at the Consideration (as defined in the Sale and Purchase Agreement) subject to the terms and conditions of the Sale and Purchase Agreement.
- (B) The Sale and Purchase Agreement was first supplemented by a supplemental agreement dated 31 March 2022 (the “**Supplemental Agreement**”) entered into between the Parties.
- (C) After arm’s length negotiation, the Parties have agreed to enter into this Agreement to, among other things, reduce the Consideration.
- (D) This Agreement is supplemental to the Sale and Purchase Agreement (as supplemented by the Supplemental Agreement).

**IT IS HEREBY AGREED** as follows:

**1. INTERPRETATION**

- 1.1 Expressions defined in the Sale and Purchase Agreement shall, except as otherwise defined herein, have the same meanings when used in this Agreement.
- 1.2 The headings and sub-headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement.

**2. PURPOSE AND EFFECT**

- 2.1 This Agreement is supplemental to the Sale and Purchase Agreement (as supplemented by the Supplemental Agreement). The provision of this Agreement shall supplement, be read together with, and where expressly stated, amend and modify the provisions of the Sale and Purchase Agreement (as supplemented by the Supplemental Agreement). The Sale and Purchase Agreement (as supplemented by the Supplemental Agreement) shall henceforth be read and construed as supplemented, amended, and modified by this Agreement.
- 2.2 The Sale and Purchase Agreement (as supplemented by the Supplemental Agreement) and this Agreement shall be read and construed as one document and this Agreement shall be deemed to form part of the Sale and Purchase Agreement (as supplemented by the Supplemental

Agreement) as if the provisions of this Agreement were separately set out in the Sale and Purchase Agreement (as supplemented by the Supplemental Agreement). References in the Sale and Purchase Agreement (as supplemented by the Supplemental Agreement) to “this Agreement” or otherwise to any provision thereof shall be construed as reference to the Sale and Purchase Agreement (as supplemented by the Supplemental Agreement) as amended by this Agreement unless the context otherwise requires.

- 2.3 Save only as supplemented, amended and modified by and subject to this Agreement, the Sale and Purchase Agreement (as supplemented by the Supplemental Agreement) shall remain unchanged and in full force and effect and shall continue to be valid, effective and binding on the Parties.

### 3. AMENDMENTS

Clause 4.1 and 4.2 of the Sale and Purchase Agreement (as supplemented by the Supplemental Agreement) shall be deleted in its entirety and replaced with the following:

“4.1 The aggregate Consideration payable by the Purchaser for the sale and purchase the Sale Shares shall be Eight Million Nine Hundred Sixty Thousand Hong Kong Dollars (HK\$8,960,000).”

“4.2 The Consideration shall be satisfied by the Purchaser in the following manner:

- (a) an initial deposit of Nine Hundred Fifty Two Thousand Hong Kong Dollars (HK\$952,000) (the “**Deposit**”), payable by the Purchaser within 28 days after signing of this Agreement; and
- (b) the balance of the Consideration of Eight Million Eight Thousand Hong Kong Dollars (HK\$8,008,000), payable within 21 days after Completion by way of issuance and allotment of 260,000,000 new shares (the “**Consideration Shares**”) under the general mandate of the Purchaser at the issue price of HK\$0.0308 per Consideration Shares to the Vendor or its nominee(s).”

Clause 4.2 of the Supplemental Agreement shall be deleted in its entirety and replaced with the following:

“4.2 If any of the conditions precedent under this Agreement save for (i) above are not fulfilled on or before 31 May 2022 (or such other date and time as the parties shall agree in writing), Clause 3, Clause 5, Clause 6 and Clause 7 of this Agreement shall no longer be applicable and the Parties agree that the Consideration shall be satisfied as follows:

- (i) an initial deposit of One Million Nine Hundred Sixty Thousand Hong Kong Dollars (HK\$1,960,000) (the “**Deposit**”) payable by the Purchaser to the Vendor within 14 days on the earliest of (a) receiving a written notice to the Vendor by the Purchaser, at the occurrence of any event resulting the conditions (ii) to (iv) not being fulfilled; and (b) 31 May 2022 (or such other date and time as the parties shall agree in writing); and

- (ii) the balance of the Consideration of Seven Million Hong Kong Dollars (HK\$7,000,000), payable within 21 days after Completion by way of issuance of the Promissory Note by the Purchaser to the Vendor or its nominee(s) on the terms set out in the Schedule 4 attached hereto.

In addition, the Parties agree to extend the maturity date of the Promissory Note from the 2nd anniversary date of the date of issue of the Promissory Note to the 3rd anniversary date of the issue of the Promissory Note.

Save for the extension of the maturity date of the Promissory Note, all other principal terms of the Promissory Note disclosed in Schedule 4 of the Sale and Purchase Agreement remain unchanged.”

#### **4. TIME**

- 4.1 Any time, date or period mentioned in this Agreement may be extended by agreement between the Purchaser and the Vendor but, as regards any time, date or period originally fixed or any date or period so extended as aforesaid, time shall be of essence of this Agreement.

#### **5. GENERAL**

- 5.1 This Agreement may be executed in any number of counterparts by the Parties on separate counterparts, each of which when executed shall constitute an original and all of which taken together shall constitute one and the same document.
- 5.2 This Agreement constitutes the entire agreement between the Parties with respect to its subject matter (neither Party having relied on any representation or warranty made by the other Party which is not contained in this Agreement) and no variation of this Agreement shall be effective unless made in writing and signed by all of the Parties.
- 5.3 If at any time any provision of this Agreement is or becomes illegal, void or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.

#### **6. GOVERNING LAW**

This Agreement is governed by and shall be construed in accordance with the laws of Hong Kong and each Party submits irrevocably to the non-exclusive jurisdiction to the courts of Hong Kong.

IN WITNESS whereof this Agreement has been entered into the day and year first above written.

**The Vendor**

SIGNED, SEALED AND )  
DELIVERED by )  
SONG CHENG LEI )  
In the presence of )  
..... )  
Signature of Witness ) Signature of SONG CHENG LEI  
..... )  
NG WAN LOK )  
Name of the Witness )

**The Guarantor**

SIGNED, SEALED AND )  
DELIVERED by )  
SONG CHENG LEI )  
In the presence of )  
..... )  
Signature of Witness ) Signature of SONG CHENG LEI  
..... )  
NG WAN LOK )  
Name of the Witness )

**The Purchaser**

SIGNED, by NAM HO KWAN )  
a director of )  
[HAO BAI INTERNATIONAL )  
(CAYMAN ISLANDS) LIMITED] )  
In the presence of )  
..... )  
Signature of Witness ) Signature of NAM HO KWAN  
..... )  
WONG WING HUNG )  
Name of the Witness )

For and on behalf of  
Hao Bai International (Cayman) Limited  
浩柏國際(開曼)有限公司  
.....  
Authorized Signature(s)