

DATED the 6th day of May 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)

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

THIS FOURTH SUPPLEMENTAL AGREEMENT is made on the 6th day of May 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, a second supplemental agreement dated 26 January 2022 and a third supplemental agreement dated 15 March 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 with the terms and conditions of this Fourth Supplemental Agreement.

NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATION

In this Fourth 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 Fourth 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 with the following revised definition:

"Completion Date" 30 June 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"

The definition of "Sale Shares" under Clause 1.1 of the Agreement shall be deleted in its entirety and shall be replaced with the following revised definition:

"Sale Shares" means the First Tranche Sale Shares and Second Tranche Sale Shares"

The definitions of "First Tranche Sale Shares", "Fourth Supplemental Agreement", "Second Tranche Sale Shares" and "Surviving Provisions" shall be added to Clause 1.1 of the Agreement as follows:

"First Tranche Sale Shares" a total of 10,000,000,000 Shares beneficially owned by the Second Vendor, representing approximately 5.44% of the entire issued share capital of the Company as at the date of the Fourth Supplemental Agreement"

"Fourth Supplemental Agreement" the Fourth Supplemental Agreement entered into among the parties hereto dated 6th May 2022 in relation to the Agreement"

"Second Tranche Sale Shares" a total of 43,667,100,000 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 Fourth Supplemental Agreement, and (ii) the 15,200,000,000 Shares beneficially owned by the Second Vendor representing approximately 8.27% of the entire issued share capital of the Company as at the date of the Fourth Supplemental Agreement"

"Surviving Provisions" collectively, Clause 1, Clause 3.3, Clause 5.5(3), Clause 5.6(3), Clause 7, Clause 14, Clause 16, Clause 18 and Clause 19"

2.2 Clause 3.3 of the Agreement shall be deleted in its entirety and be replaced by the following revised Clause 3.3:

“3.3 The Purchaser may at any time waive in writing the conditions set out in Clauses 3.2(1), (2), (3) and (4). If any of the conditions set out in Clause 3.2 has not been satisfied, or, as the case may be, waived by the Purchaser at or before 12:00 noon on within 120 days from the date of this Agreement or such later date as the Purchaser may agree, this Agreement shall cease and determine (save and except this Clause 3.3 and Clauses 9, 10, 14, 16, 17, 19 and 20 shall continue to have full force and effect) and in which event, the Purchaser shall within five Business Days of the determination of this Agreement transfer back, at nil consideration, to the Vendors the Sale Shares or any part thereof delivered to the Purchaser and subject to such transfer, the Vendors shall, after deduction of all fees, costs and expenses (including legal fees and stamp duty paid in respect of any transfer to the Purchaser and transfer back to the Vendors of the Sale Shares or any part thereof in accordance with this Agreement) incurred by the Vendors in connection with the transactions contemplated under this Agreement, refund to the Purchaser the Deposits actually received (without interest) to the Purchaser within five Business Days of the determination of this Agreement and neither Party hereto shall have any obligations and liabilities hereunder save for the Surviving Provisions and any antecedent breaches of the terms hereof.”

2.3 Clause 3.4 of the Agreement shall be deleted in its entirety and be replaced by the following:

“3.4 The Purchaser hereby acknowledges that the conditions set out in Clauses 3.2(3) and 3.2(7) have been satisfied.”

2.4 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**”, together with the Initial Deposit, First Further Deposit and Second 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 Fourth Supplemental Agreement; and
- (5) the balance of HK\$200,000,000 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 Vendors, of which HK\$130,000,000 shall be payable to the First Vendor (or its nominee) and HK\$70,000,000 shall be payable to the Second Vendor (or its nominee).”

2.5 A new Clause 4.5 shall be added to the Agreement:

“4.5 Against the Purchaser having procured and arranged for the due stamping on the transfer of the First 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 (the “**First Tranche Transfer Instructions**”) to forthwith effect the transfer of the First 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 First Tranche Sale Shares payable by the Second Vendor under Clause 17.2 from the Third Further Deposit).”

2.7 Clause 5.6(3) of the Agreement shall be deleted in its entirety and shall be replaced by the following:

“5.6(3) terminate this Agreement without liability on its part whereupon, the Purchaser shall within five Business Days of the termination of this Agreement transfer back to the Vendors the Sale Shares or any part thereof delivered to the Purchaser at nil consideration and subject to such transfer, the Vendors shall, after deduction of all fees, costs and expenses (including legal fees and stamp duty paid in respect of any transfer to the Purchaser and transfer back to the Vendors of the Sale Shares or any part thereof in accordance with this Agreement) incurred by the Vendors in connection with the transactions contemplated under this Agreement, refund to the Purchaser the Deposits actually received (without interest) to the Purchaser within five Business Days of the termination of this Agreement and neither Party hereto shall have any obligations and liabilities hereunder save for the Surviving Provisions and any antecedent breaches of the terms hereof and the Purchaser shall indemnify and keep the Vendors indemnified in respect of all fees, costs and expenses (including reasonable legal fees) reasonably and properly incurred by the Vendors in connection with the negotiations, preparation and execution of this Agreement prior to such termination up to

a maximum amount of HK\$500,000.”

- 2.8 Clause 17.1 of the Agreement shall be deleted in its entirety and shall be replaced by the following:
- “17.1 Except as otherwise provided in this Agreement, each party shall bear its own costs and expenses (including legal fees) incurred in connection with the preparation, negotiation, execution and performance of this Agreement and all documents incidental or relating to Completion.”
- 2.9 Clause 17.2 of the Agreement shall be deleted in its entirety and shall be replaced by the following:
- “17.2 Except as otherwise provided in this Agreement, all stamp duty (if any) payable in connection with the sale and purchase of the Sale Shares shall be borne by the Vendors as to 50% and the Purchaser as to 50%.”
- 2.10 All references to “Sale Shares” under Clauses 5.2, 5.3 and 5.4 shall be revised so as to refer to the “Second Tranche Sale Shares” instead. Clause 5.5(3) of the Agreement shall be deleted in its entirety and be deliberately left blank.
3. Except as amended in accordance with Clause 2 of this Fourth 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 Fourth 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 Fourth 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 Fourth Supplemental Agreement (or, as the case may be, the date of execution of the relevant document).
5. (i) This Fourth 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 Fourth Supplemental Agreement, a person who is not a party to this Fourth 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 Fourth Supplemental Agreement. Notwithstanding any term of this Fourth Supplemental Agreement, the consent of any person who is not a party to this Fourth Supplemental Agreement is not required to rescind or vary this Fourth Supplemental Agreement at any time.
6. Each party shall bear its own legal costs in relation to this Fourth Supplemental Agreement.

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

THE FIRST VENDOR

SIGNED by)

for and on behalf of)

CCT TELECOM SECURITIES)
LIMITED)

in the presence of:)

WOO SIU YIM (RS)

THE SECOND VENDOR
SIGNED)

for and on behalf of)

EVER SINO GROUP LIMITED)

in the presence of:)

WOO SIU YIM (RS)

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
.....
Authorised Signature(s)

THE GUARANTOR

SIGNED with the Common Seal of)

CCT FORTIS HOLDINGS LIMITED)

by)

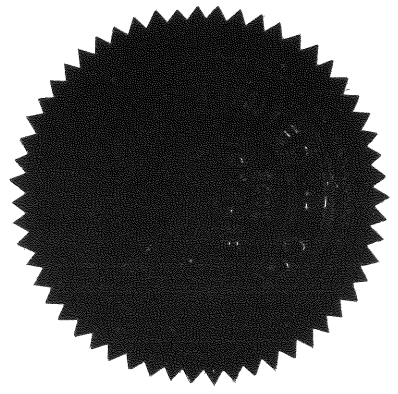
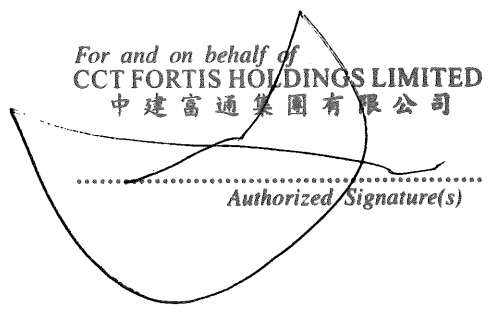
for and on its behalf)

in the presence of:)



NOO SIU YIM (RL)

For and on behalf of
CCT FORTIS HOLDINGS LIMITED
中建富通集團有限公司
.....
Authorized Signature(s)



THE PURCHASER

SIGNED by)

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for and on behalf of)

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TOP PIONEER HOLDINGS LIMITED)

)

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in the presence of:)

For and on behalf of
TOP PIONEER HOLDINGS LIMITED



.....
Authorized Signature(s)

Lo Siu Mei

