

**DATE: 8 February 2023**

**ADD NEW ENERGY INVESTMENT HOLDINGS GROUP LIMITED**  
**(as Company)**

**and**

**RED SUN CAPITAL LIMITED**  
**(as Placing Agent)**

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**SUPPLEMENTAL PLACING AGREEMENT**

**relating to the placing of a maximum of 50,791,988 unsubscribed rights shares  
in the share capital of Add New Energy Investment Holdings Group Limited  
to be issued under the rights issue on the basis of one (1) rights share for every three (3)  
consolidated shares held on record date-**

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**THIS SUPPLEMENTAL PLACING AGREEMENT** is made on 8<sup>th</sup> day of February 2023

**BETWEEN:**

- (1) **ADD NEW ENERGY INVESTMENT HOLDINGS GROUP LIMITED**, a company incorporated in Cayman Islands with limited liability and having its registered office at Windward 3 Regatta Office Park P.O. Box 1350 Grand Cayman KY1-1108 Cayman Islands and having its principal place of business in Hong Kong at Suite 3105, 31/F Tower 6, The Gateway Harbour City, 9 Canton Road Tsim Sha Tsui, Kowloon Hong Kong (the “**Company**”);

**AND**

- (2) **RED SUN CAPITAL LIMITED**, a company incorporated in Hong Kong with limited liability with Company No. 2356860 and having its registered office situate at Room 310, 3/F., China Insurance Group Building, 141 Des Voeux Road Central, Hong Kong (the “**Placing Agent**”)

The Company and the Placing Agent shall hereinafter be collectively referred to as the “**Parties**” and each individually as a “**Party**”.

**WHEREAS:**

- (A) The Company and the Placing Agent entered into a placing agreement dated 11 January 2023 (the “**Placing Agreement**”) in relation to the placing on a best effort basis by the Placing Agent to the placees on the terms and conditions of the Placing Agreement;
- (B) Terms defined in the Placing Agreement shall, unless the context otherwise requires, bear the same meanings in this Supplemental Placing Agreement; and
- (C) The Parties now agree to amend and supplement the Placing Agreement on the terms set out in this Supplemental Placing Agreement.

**WHEREBY IT IS AGREED** as follows:

### **1. INTERPRETATION**

- 1.1 Unless the context otherwise requires, terms and expressions defined in the Placing Agreement shall have the same meaning(s) when used herein.

### **2. AMENDMENTS TO THE PLACING AGREEMENT**

It is agreed that the Placing Agreement is hereby amended in the following manners:

- 2.1 Clause 4.2(a) of the Placing Agreement is hereby amended and shall be henceforth substituted therefor by the following:

“the Placing Agent shall ensure that the Placing is conducted in accordance with the Listing Rules and will procure the sub-placing agent(s) to, place the Unsubscribed Rights Shares to the placee(s) to the extent that upon completion of the Placing, at least 25% of the total issued Shares of the Company will be held by the public (within the meaning under the Listing Rules) such that the public float requirement under Rule 8.08 of the Listing Rules will be complied with by the Company;”

- 2.2 Clause 4.2(c) of the Placing Agreement is hereby amended and shall be henceforth substituted therefor by the following:

“the Placing Agent shall ensure that the Placing Shares (a maximum number of 50,791,988 Unsubscribed Rights Shares) are placed (i) only to institutional, corporate or individual investors who and whose ultimate beneficial owner(s) shall be the Independent Third Parties;

and (ii) such that the Placing will not have any implications under the Takeovers Code and no Shareholder will be under any obligation to make a general offer under the Takeovers Code as a result of the Placing;”

- 2.3 Definition of “Takeovers Code” in this Supplemental Placing Agreement is hereby added by inserting the following:

“Takeovers Code” means the Hong Kong Code on Takeovers and Mergers published by the SFC”

### 3. MISCELLANEOUS

- 3.1 The Placing Agreement and this Supplemental Placing Agreement shall be read together and be deemed to constitute one single instrument and all references to the Placing Agreement in whatever terms in the Placing Agreement and any other document shall be read and construed as references to the Placing Agreement as amended, varied and supplemented by this Supplemental Placing Agreement and as may from time to time, be further amended, varied, supplemented or novated.
- 3.2 Saved as expressly amended or modified by this Supplemental Placing Agreement, all the terms and conditions of the Placing Agreement shall continue to be binding on the parties thereto and remain in full force and effect.
- 3.3 None of the Parties may assign or transfer any of their rights or obligations under this Supplemental Placing Agreement without the prior written consent of all the other parties.
- 3.4 This Supplemental Placing Agreement may be executed in one or more counterparts and by the Parties on different counterparts. Each counterpart shall constitute an original but all the counterparts shall together constitute one and the same agreement.
- 3.5 If at any time any provision of this Supplemental Placing Agreement is or becomes illegal, void or unenforceable in any respect, the remaining provisions hereof shall in no way be affected or impaired thereby.
- 3.6 The Company and the Placing Agent hereto acknowledge that they have obtained independent legal advice in connection with the negotiation and execution of this Supplemental Placing Agreement, and further acknowledge and agree that they have read, understand, and agree to be bound by all of the terms and conditions contained herein.
- 3.7 Each Party shall bear its own costs and expenses in connection with the preparation, negotiation and execution of this Supplemental Placing Agreement.
- 3.8 This Supplemental Placing Agreement is governed by and shall be construed in accordance with Hong Kong law. The Parties hereby agree to submit to the non-exclusive jurisdiction of the Hong Kong courts and waive any objection to proceedings in Hong Kong on the grounds of venue or inconvenient forum.

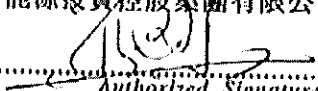
IN WITNESS HEREOF this Supplemental Placing Agreement has been entered into the day and year first before written.

**EXECUTION PAGE**

**THE COMPANY**

SIGNED by

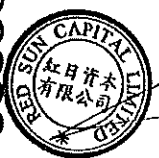
for and on behalf of  
**ADD NEW ENERGY INVESTMENT  
HOLDINGS GROUP LIMITED**  
the Company  
in the presence of:

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)  
) *For and on behalf of*  
) **Add New Energy Investment Holdings Group Limited**  
) **愛德新能源投資控股集團有限公司**  
)  
)  
)   
) .....  
) *Authorized Signature*

**THE PLACING AGENT**

SIGNED by

for and on behalf of  
**RED SUN CAPITAL LIMITED**  
in the presence of:

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