

DATE: 9 SEPTEMBER 2022

**CIS FUND OFC – CIS OPPORTUNITIES I FUND
(as Subscriber)**

AND

**FULLSUN INTERNATIONAL HOLDINGS GROUP CO., LIMITED
(as Issuer)**

**SUPPLEMENTAL AGREEMENT
to
subscription agreement dated 11 July 2022**

THIS SUPPLEMENTAL AGREEMENT (this “**Supplemental Agreement**”) is made on the 9th day of September 2022

BETWEEN

- (1) **CIS FUND OFC – CIS OPPORTUNITIES I FUND**, a sub-fund of an open-ended fund company with variable share capital incorporated in Hong Kong and having its registered office at Room C, 21/F Centre Point, 181-185 Gloucester Road, Wan Chai, Hong Kong (the “**Subscriber**”); and
- (2) **Fullsun International Holdings Group Co., Limited**, a company incorporated in Bermuda with limited liability and having its registered office at Clarendon House, 2 Church Street, Hamilton, HM11, Bermuda and its principal place of business in Hong Kong at Room 2118, 21/F, Leighton Centre, 77 Leighton Road, Causeway Bay, Hong Kong (the “**Issuer**”),

and is **SUPPLEMENTAL** to the subscription agreement (the “**Original Agreement**”) dated 11 July 2022 entered into between the Subscriber and the Issuer in relation to, among others, the subscription by the Subscriber, and the allotment and issue by the Issuer, of 1,307,019,402 ordinary shares of HK\$0.01 each in the share capital of the Issuer immediately after the Share Consolidation (as defined in the Original Agreement), the Capital Reduction (as defined in the Original Agreement) and the Share Premium Cancellation (as defined in the Original Agreement) becoming effective.

WHEREAS:

In consideration of the continuing subsistence of the Original Agreement in the interests of both Parties, the Parties have agreed to enter into this Supplemental Agreement to make certain amendments to the Original Agreement in the manner set out herein.

IT IS HEREBY AGREED as follows:

1. Interpretation

In this Supplemental Agreement, unless otherwise defined herein, capitalised terms used herein (including the Recital hereto) shall have the same meanings as defined in the Original Agreement.

2. Amendments to the Original Agreement

The Original Agreement is hereby amended as follows:

- (a) by inserting the words “or its nominee(s)” immediately after the words “to the Subscriber” on the fourth line of recital (C) thereof;
- (b) by inserting the words “and its nominee(s)” immediately after the words “the Subscriber” on the first line of recital (F) thereof;
- (c) by deleting the definition of Capital Reduction set out in clause 1.1 thereof in its entirety and inserting the following in substitution therefor:

““Capital Reduction” means the reduction of the par value of the issued Consolidated Shares from HK\$1.00 each to HK\$0.01 each by the reduction of HK\$0.99, giving rise to a credit balance of approximately HK\$112,517,322.39 on the basis of 113,653,861 Consolidated Shares in issue, whereby the credit arising therefrom will be applied to set off the accumulated loss of the Issuer, and the balance of the credit, if any, will be transferred to the contributed surplus account of the Issuer”;

- (d) by deleting the definition of Capital Reorganisation set out in clause 1.1 thereof in its entirety and inserting the following in substitution therefor:

““Capital Reorganisation” means collectively the Share Consolidation, the Capital Reduction and the Share Premium Cancellation”;

- (e) by deleting the definition of Increase in Authorised Share Capital set out in clause 1.1 thereof in its entirety;

- (f) by deleting the definition of Share Consolidation set out in clause 1.1 thereof in its entirety and inserting the following in substitution therefor:

““Share Consolidation” means the consolidation of every one hundred (100) issued Existing Shares of par value of HK\$0.01 each into one (1) issued Consolidated Share of par value of HK\$1.00 each”;

- (g) by inserting the words “or its nominee(s)” immediately after the word “Subscriber” on the third line of the definition of Subscription Shares set out in clause 1.1 thereof;

- (h) by inserting the words “or its nominee(s)” immediately after the word “Subscriber” on the third line of clause 2.1 thereof;

- (i) by deleting the word “and” at the end of clause 4.1(l) thereof;

- (j) by deleting the full-stop at the end of clause 4.1(m) thereof and inserting “; and” in substitution therefor;

- (k) by inserting the following as a new clause 4.1(n) thereof:

“(n) the Subscriber having entered into one or more placing agreement(s) with placing agent(s) pursuant to which independent third parties will be procured to acquire, simultaneously at Completion, from the Subscriber sufficient number of Subscription Shares for the purpose of ensuring continuous compliance by the Issuer with the requirement under Rule 8.08(1) of the Listing Rules immediately before and after Completion,

such placing agreement(s) not having been terminated and all conditions precedent to completion of such placing agreement(s) as provided therein (save in respect of any condition precedent that requires this Agreement to have become unconditional) having been satisfied.”;

- (l) by deleting the words “Clauses 4.1(b) and (g)” on the second line of clause 4.4 thereof and inserting “Clauses 4.1(b), (g) and (n)” in substitution therefor;
- (m) by deleting clause 5.3(a) thereof in its entirety and inserting the following in substitution therefor:
 - “(a) allot and issue the Subscription Shares, in such numbers as set out in the application the Subscription Shares delivered by the Subscriber to the Issuer pursuant to Clause 5.2(a)(i), to the Subscriber and its nominee(s), which shall include the places procured pursuant to the placing agreement(s) stipulated under Clause 4.1(n) (the “**Places**”) (the name, the number of Subscription Shares to be allotted and issued and other particulars as required by the Issuer of each of such nominee(s) and the Places shall be provided by the Subscriber to the Issuer no later than three (3) Business Days before the Completion Date) and shall procure that the Subscriber and its nominee(s), including the Places be registered in the register of members of the Issuer as the registered holders of the relevant Subscription Shares;
- (n) by deleting clause 5.3(b) thereof in its entirety and inserting the following in substitution therefor:
 - “(b) subject to the completion of necessary procedures of the branch share registrar of the Issuer in Hong Kong, deliver or cause to be delivered to the Subscriber (for itself and on behalf of its nominee(s), including the Places), definitive share certificates for the Subscription Shares issued in the name of the Subscriber and its nominee(s), including the Places, and in accordance with the delivery instructions given therein;”;
- (o) by deleting clause 7.2 thereof in its entirety and inserting the following in substitution therefor:
 - “7.2 The Subscriber undertakes to the Issuer that it will procure that at least 25% of the Shares will be held by the public (as defined in the Listing Rules) immediately following Completion, including but not limited to the provision of relevant undertakings or confirmations to the Stock Exchange or the SFC (if any).”;
- (p) by inserting the words “including for the purpose of placing down by the Subscriber to satisfy Rule 8.01(1) of the Listing Rules by the Company” immediately after the word “Listing Rules” on the second line of clause 16.2(vi) thereof; and
- (q) by deleting the form of the application for Subscription Shares set out in schedule 1 thereto in its entirety and inserting a new form thereof as set out in

the schedule hereto in substitution therefor.

3. **Confirmation of the Original Agreement**

This Supplemental Agreement is supplemental to the Original Agreement. Save as amended or supplemented as aforesaid, the Parties confirm that all other provisions of the Original Agreement shall continue to remain in full force and effect and be operative and binding on the Parties and that the Original Agreement and this Supplemental Agreement shall hereafter be read and construed as one agreement. Accordingly, the Original Agreement shall, where the context so requires, be read and construed throughout so as to incorporate the amendments and supplements hereinbefore made and any provision in the Original Agreement which is inconsistent with the changes contemplated by or provided in this Supplemental Agreement shall cease to apply or, as the case may be, be modified accordingly.

4. **Provisions by incorporation**

Clauses 10 to 21 of the Original Agreement shall *mutatis mutandis* be incorporated into this Supplemental Agreement as if they were expressly set out herein, save that the term “this Agreement” therein shall be construed as “this Supplemental Agreement”.

5. **Governing Law and Jurisdiction**

This Supplemental Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong and the Parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.

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Schedule

Form of application for the Subscription Shares

To: **Fullsun International Holdings Group Co., Limited** (the “Issuer”)

Date: [*]

Dear Sirs,

Re: Application for Shares

We refer to the subscription agreement dated 11 July 2022 (as supplemented and amended from time to time, the “**Agreement**”) entered into between us as the subscriber and you as the issuer. Expressions defined in the Agreement shall have the same meanings where used herein.

Pursuant to the provisions of the Agreement, we hereby apply for the following shares (shares of HK\$0.01 each in the capital of the Issuer) (the “**Shares**”) subject to the Bye-laws in the aggregate amount of HK\$[*] (the “**Total Subscription Price**”), at the approximate subscription price of HK\$[*] per Share.

Pursuant to Clause 5.2(b) of the Agreement, we have made payment for the Shares subscribed hereunder in the sum of HK\$ according to the instructions of the Issuer in full satisfaction of the Total Subscription Price and request the Issuer to register the persons whose particulars are set out below as holders of such number of Shares as set opposite their names below, on the branch share register of the Issuer in Hong Kong in accordance with the Bye-laws:

	Name	Number of Shares	Address
1.			
2.			
3.			
4.			
5.			
6.			
7.			

You are authorised and requested to allot and issue the Shares to the abovenamed persons in such number as set out above and deliver the share certificates in denominations of [*] Shares each representing the Shares to [*] at [*], [*] Hong Kong (marked for the attention of [*]), which delivery shall be a sufficient discharge of your obligations for the delivery to us (for ourselves and on behalf of the other abovenamed persons) of such certificates.

Yours faithfully,

For and on behalf of

CIS FUND OFC – CIS

OPPORTUNITIES I FUND

Name:

Authorised signatory

IN WITNESS whereof the duly authorised representatives of the Parties have executed this Supplemental Agreement on the date first before appearing.

THE SUBSCRIBER

SIGNED by)
CHUNG HO WAI ALAN)
for and on behalf of)
CIS FUND OFC – CIS)
OPPORTUNITIES I FUND)
In the presence of:)



Witness signature:
Name of witness:

THE ISSUER

SIGNED by)
for and on behalf of)
FULLSUN INTERNATIONAL)
HOLDINGS GROUP CO., LIMITED)
In the presence of:)

潘浩明

Witness signature: 曾家颖
Name of witness: Zeng Siying

[Signature page to the Supplemental Agreement]

