

Dated the 14th day of February 2022

SKYLINE TOP LIMITED

(天際高有限公司)

as Vendor

AND

XRE DELTA LTD

as Purchaser

SUPPLEMENTAL SALE AND PURCHASE AGREEMENT

THIS SUPPLEMENTAL SALE AND PURCHASE AGREEMENT (“**this Supplemental S&P Agreement**”) is made on this 14th day of February 2022

BETWEEN:

- (1) **SKYLINE TOP LIMITED (天際高有限公司)**, a company of limited liability incorporated in the British Virgin Islands on 7th June 2013 with BVI Company No. 1777420 and being properly maintained in accordance with the laws of the British Virgin Islands and having its registered office situate at 30 de Castro Street, Wickhams Cay I, P. O. Box 4519, Road Town, Tortola, British Virgin Islands and having its head office and principal place of business in Hong Kong situate at 20/F., Wanchai Central Tower, 89 Lockhart Road, Wanchai, Hong Kong (the “**Vendor**”)

AND

- (2) **XRE DELTA LTD**, a company incorporated in England with limited liability with Company No. 13323702 and being properly maintained in accordance with the laws of England and having its registered office situate at 20-22 Wenlock Road, London, England N1 7GU (the “**Purchaser**”).

The Vendor and the Purchaser shall collectively be referred to as the “**Parties**” and each individually as a “**Party**” wherever appropriate hereunder.

WHEREAS:

- (A) The Parties have, on 30th December 2021, executed the Sale and Purchase Agreement (the “**S&P Agreement**”) under and pursuant to which the Vendor has conditionally agreed to sell and transfer to the Purchaser, and the Purchaser has conditionally agreed to purchase from the Vendor, free from any Encumbrance whatsoever (as defined in the S&P Agreement) the entire portfolio of the Sale Shares, namely, the 50,000 issued ordinary shares in **KONSON GLOBAL INVESTMENTS LIMITED (康信環球投資有限公司)** (the “**Target Company**”), a company incorporated in the British Virgin Islands with limited liability on 28th September 2010 with BVI Company No. 1606996 (the “**Transaction**”);

- (B) Completion of the Transaction shall be subject to various conditions precedent (defined as the “**Conditions**” in the S&P Agreement), and as further time shall be required to satisfy and/or fulfill the Conditions, the Parties mutually agree to extend the Longstop Date (which, as set out in the S&P Agreement, will expire on 14th February 2022) to 28th February 2022 (the “**Extension**”); and
- (C) The Parties execute this Supplemental S&P Agreement to revise and supplement the S&P Agreement as well as to carry out and implement the Extension with effect from the date of this Supplemental S&P Agreement.

In consideration of the mutual promises, covenants and agreements contained herein, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, and intending to be legally bound hereby, the Parties now agree as follows:

1. **INTERPRETATION**

- 1.1 Unless otherwise specified, definitions and interpretations used herein (including the Recitals) shall have the same meaning as in the S&P Agreement.
- 1.2 References herein to “**Clauses**” and “**Schedules**” are references to the clauses and schedules of this Supplemental S&P Agreement.
- 1.3 Clause headings of this Supplemental S&P Agreement are inserted for convenience only and shall not affect the interpretation of this Supplemental S&P Agreement or of the S&P Agreement.

2. **THE EXTENSION**

- 2.1 To give effect to the Extension and to carry out and implement the same with effect from the date of this Supplemental S&P Agreement, the definition of “**Longstop Date**” as set out in Clause 1.1 of the S&P Agreement shall be deleted in its entirety and replaced by the following definition:

“*Longstop Date* 28th February 2022, or such later date as the Parties may otherwise agree in writing, being the

date by which the Conditions shall be satisfied and/or fulfilled (or waived, as and where appropriate);”.

- 2.2 The S&P Agreement shall be interpreted and construed in light of the Extension.

3. GENERAL PROVISIONS

- 3.1 The provisions of this Supplemental S&P Agreement shall prevail in the event of any conflict or inconsistency between this Supplemental S&P Agreement and the S&P Agreement. Save as and subject only to the variations herein contained and such other alterations (if any) as may be necessary to make the S&P Agreement consistent with this Supplemental S&P Agreement, all other terms and conditions of the S&P Agreement shall remain in full force and effect and shall be read and construed and be enforceable as if the terms of this Supplemental S&P Agreement were inserted therein by way of addition or substitution, as the case may be.
- 3.2 Each Party warrants and undertakes that it has the corporate power and authority to execute this Supplemental S&P Agreement, to consummate the transactions contemplated hereby and to perform its obligations hereunder.
- 3.3 Each Party shall bear its own costs for and in relation to the preparation and execution of this Supplemental S&P Agreement.
- 3.4 This Supplemental S&P Agreement is governed by and shall be construed in accordance with the laws of Hong Kong.
- 3.5 The Parties hereby irrevocably submit to the jurisdiction of the courts of Hong Kong for resolution of any dispute on or arising out of the S&P Agreement as revised and supplemented by this Supplemental S&P Agreement.
- 3.6 The Contracts (Right of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) shall not apply to the S&P Agreement as revised and supplemented by this Supplemental S&P Agreement and no person who is not a party to the S&P Agreement as revised and supplemented by this Supplemental S&P Agreement shall have or acquire any right to enforce any

term of it pursuant to the Contracts (Right of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong).

- 3.7 This Supplemental S&P Agreement may be executed by the Parties in counterparts, each of which when so executed and delivered shall be an original, but all of which shall together constitute one and the same instrument.


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

EXECUTION PAGE

The Vendor

SIGNED by)
SO David Tat Man)
director of)
SKYLINE TOP LIMITED)
(天際高有限公司))
having been duly authorised by the)
Board of Directors of the Vendor)
in the presence of:-)

The Purchaser

SIGNED by )
JIN Fengming)
director of)
XRE DELTA LTD)
having been duly authorised by the)
Board of Directors of the Purchaser)
in the presence of:-)