

DATED 11 December 2015

TOPSEARCH PRINTED CIRCUITS (HK) LIMITED (1)
(the "Vendor")

- and -

TOPRICH BRAVO LIMITED (2)
(the "Purchaser")

SUPPLEMENTAL AGREEMENT

relating to the Agreement for Sale and Purchase of Shares
in Citilite Pride Limited (千傲有限公司) dated 16 November 2015

張岱樞律師事務所

D. S. CHEUNG & CO.

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Ref : T00303/P00295COM
Doc: E1501406

SUPPLEMENTAL AGREEMENT

THIS SUPPLEMENTAL AGREEMENT is made the 11th day of December 2015

BETWEEN:

- (1) **TOPSEARCH PRINTED CIRCUITS (HK) LIMITED**, a company incorporated in Hong Kong with limited liability and having its registered office at 3406 China Merchants Tower, Shun Tak Centre, 168-200 Connaught Road Central, Hong Kong (the "**Vendor**"); and
- (2) **TOPRICH BRAVO LIMITED**, a company incorporated in Hong Kong with limited liability and having its registered office at 3406 China Merchants Tower, Shun Tak Centre, 168-200 Connaught Road Central, Hong Kong (the "**Purchaser**").

WHEREAS:

- (A) The parties hereto entered into an agreement for sale and purchase of shares in Citilite Pride Limited (千傲有限公司) dated 16 November 2015 (the "**Original Agreement**") pursuant to which the Vendor agrees to sell and the Purchaser agrees to purchase the Sale Shares (as defined in the Original Agreement) and the Shareholder's Loan (as defined in the original agreement) for the Transaction Consideration and upon the terms and conditions thereafter mentioned.
- (B) In view of the further advances made by the Vendor to the Group up to the Completion Date since the date of the Original Agreement, the parties hereto have agreed to vary the terms of the Original Agreement in the manner contained herein.

IT IS HEREBY AGREED:

1. INTERPRETATION

- 1.1 Unless the context requires otherwise, terms and expressions defined and construed in the Original Agreement shall have the same meanings and construction when used in this Supplemental Agreement.
- 1.2 The headings are inserted for convenience only and shall not affect the construction of this Supplemental Agreement.
- 1.3 Unless the context requires otherwise, words importing the singular include the plural and vice versa and words importing a gender include every gender.

2. EFFECT

- 2.1 On the date of this Supplemental Agreement, the Original Agreement shall be amended as set out in Clause 3 and any reference in the Original Agreement or in any related agreement or document to any provision of the Original Agreement shall, unless the context otherwise requires, be construed as a reference to such provision as the same has been amended pursuant to the provisions of this Supplemental Agreement or may otherwise have been, or from time to time be, amended or supplemented.
- 2.2 Upon this Supplemental Agreement becoming effective, this Supplemental Agreement shall be construed as forming part of the Original Agreement and this Supplemental Agreement when read with the Original Agreement shall be construed as one and the same instrument.
- 2.3 Save as otherwise expressly provided in this Supplemental Agreement, the Original Agreement shall continue in full force and effect with its terms.

- 2.4 Each of the parties hereto hereby agrees and consents to the making of the amendments described in Clause 3.

3. **VARIATION**

- 3.1 The parties hereto agree to amend the following schedule, definitions and clauses of the Original Agreement to the effect that the following schedule, definitions and clauses shall be construed as forming part of the Original Agreement in lieu of the respective schedule, definitions and clauses originally set out in the Original Agreement: -

(B) Clause 1.1

- (I) By deleting in its entirety the definition of "**Loan Consideration**" and substituting therefore the following new definition as set out below :

"Loan Consideration" the purchase price for the Shareholder's Loan, being the consideration payable by the Purchaser to the Vendor for the Shareholder's Loan as at the Completion Date on a dollar-to-dollar basis, and in any event not exceeding HK\$81,615,269

- (II) By deleting in its entirety the definition of "**Shareholder's Loan**" and substituting therefore the following new definition as set out below :

"Shareholder's Loan" all of the shareholder's loan owed by the Group to the Vendor, being HK\$77,015,269 as at 30 September 2015, and together with all further advances made by the Vendor to the Group up to the Completion Date, and in any event not exceeding HK\$81,615,269

(C) Clause 3.1

- (I) By deleting in its entirety the Clause 3.1 of the Original Agreement and substituting therefore the following new Clause 3.1 :

"3.1 The Transaction Consideration shall be in the sum of HK\$77,015,270 (subject to adjustment as described in this Clause 3.1, and in any event not exceeding HK\$81,615,270), being the aggregate of

- (A) the Share Consideration, being HK\$1; and
(B) the Loan Consideration, being HK\$77,015,269, reflecting the amount of the Shareholder's Loan as at 30 September 2015 and subject to adjustment for all further advances made by the Vendor to the Group up to the Completion Date, and in any event not exceeding HK\$81,615,269."

(C) Clause 5.1(B)(III)

- (I) By deleting in its entirety the Clause 5.1(B)(III) of the Original Agreement and substituting therefore the following new Clause 5.1(B)(III) :

"(B)(III) a counterpart of the Deed of Assignment duly executed by the Vendor and each member of the Group (where appropriate);"

(D) Clause 3.2 of Schedule II

- (l) By deleting in its entirety the Clause 3.2 of the Schedule II to the Original Agreement and substituting therefore the following new Clause 3.2 of the Schedule II :

"3.2 As at the Completion Date the Shareholder's Loan shall represent all the outstanding loans and sums owing by the Group to the Vendor."

4. MISCELLANEOUS

- 4.1 This Supplemental Agreement may be signed in any number of counterparts which together shall form one and the same agreement.

5. FINAL AGREEMENT

This Supplemental Agreement and the Original Agreement shall all together constitute the whole agreement between the parties hereto on the subject matters contained herein and therein and supersedes all prior understandings or agreements on the subject matter thereof. In the event that this Supplemental Agreement contains any term inconsistent with that of the Original Agreement, the term contained in this Supplemental Agreement shall prevail. This Supplemental Agreement may be modified only by a further writing that is duly executed by the parties hereto.

6. GOVERNING LAW AND JURISDICTION


This Supplemental Agreement (together with all documents referred to in it) shall be governed by and construed and take effect in accordance with the Laws of Hong Kong. Each of the parties hereto irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong for the determination of any question, dispute, suit, action or proceedings arising out of or in connection with this Supplemental Agreement.

EXECUTION PAGE

IN WITNESS whereof, the parties hereto have duly executed this Supplemental Agreement the day and year first above written.

SIGNED by Cheok Ho Fung,)
for and on behalf of)
TOPSEARCH PRINTED CIRCUITS)
(HK) LIMITED)
in the presence of :-)



For and on behalf of
TOPSEARCH PRINTED CIRCUITS (HK) LTD.

.....
Authorized Signature(s)

SIGNED by Cheok Ho Fung,)
sole director for and on behalf of)
TOPRICH BRAVO LIMITED)
in the presence of :-)



For and on behalf of
TOPRICH BRAVO LIMITED
海 丰 有 限 公 司

.....
Authorized Signature(s)