

DATED 19 day of March 2019

~~Pha Non-Bay Limited~~  
(the "Existing Shareholder")

and

and

~~Advance Photonics Investments Limited~~  
(the "Company")

~~SUPPLEMENTAL AGREEMENT FOR THE~~

~~SUBSCRIPTIONS TO~~

THIS SUPPLEMENTAL AGREEMENT is made on the 19 day of March 2019

BETWEEN:

(1) ~~The New Day Limited, a company incorporated in the British Virgin Islands with~~  
~~registered office at the offices of the Registrar of Companies, British Virgin Islands, P.O. Box 100, Road Town, Tortola, British Virgin Islands.~~  
Shareholder?);

(2) ~~Advanced Factors Business Finance, a company incorporated in the British~~  
~~Virgin Islands with registered office at the offices of the Registrar of Companies, British Virgin Islands, P.O. Box 100, Road Town, Tortola, British Virgin Islands.~~  
Corporate Services Centre, with offices at 11, Queen's Road, London, EC4A 3DF, United Kingdom  
Islands ("Subscriber"); and

(3) ~~Advanced Factors Business Finance, a company incorporated in the British~~  
~~Virgin Islands with registered office at the offices of the Registrar of Companies, British Virgin Islands, P.O. Box 100, Road Town, Tortola, British Virgin Islands.~~  
Building, 104 Jersey Street, Lower Wood, Jersey, Jersey ("Company")  
as the "Party" and collectively the "Parties".

WHEREAS:

(A) The Subscriber and the Company has entered into an Agreement for the Sale and  
Purchase of Shares ("SPA") and a Supplementary Agreement for the Sale and Purchase of 3SP Shares

(B) The Existing Shareholder is the sole shareholder of the Company and holds, as legal  
owner the entire issued share capital of the 3SP.

(C) The Existing Shareholder is the sole shareholder of the Company and holds, as legal  
owner the entire issued share capital of the Company.

(D) The Subscriber has paid US\$19,884,000 to the Company as required under the SPA  
("Paid Consideration")

(E) The Parties have entered into this Supplemental Agreement to modify the  
transaction for the sale and purchase of 3SP through the subscription of new shares in  
the Company by the Subscriber and the Existing Shareholder shall agree to convert  
the Existing Shareholder's entire issued share capital into 3SP shares in favour of  
the Subscriber and the Parties agree to enter into this Supplemental Agreement to modify the  
transaction for the SPA.

NOTICE IS HEREBY GIVEN

**DEFINITIONS**

In this Supplemental Agreement, unless the context otherwise requires or unless this defined in the SPA shall have the same meanings when used or referred to herein.

1. In this Supplemental Agreement, unless the context requires otherwise:

**"Subscription Shares"** means 9,999 ordinary shares of the Company

**"Existing Shareholder's Indebtedness"** means the amount of US\$6,224,000 owing by the Existing Shareholder to the Company;

**"Shareholder's Loan"** means the Shareholder's loan in the principal amount to the Company;

**"Subscription Shares"** means 9,999 ordinary shares of the Company

2.1 Subject to the terms of this Supplemental Agreement, the Company shall allot

issue immediately following the completion:

2.2 The consideration for the Subscription is US\$0,000 which shall be satisfied by

principal amount of US\$13,500,000 which shall be satisfied by the Paid Consideration to the extent of US\$13,500,000.

the Existing Shareholder in full.

### 3. DEFERRED SHARES CONVERSION

3.1 Subject to the terms of this Supplemental Agreement, the Existing Shareholder (the "Shareholder") shall be entitled to convert the Existing Shares (the "Deferred Shares Conversion") into the Existing Shares (the "Deferred Shares Conversion").

The consideration for the Deferred Shares Conversion shall be USD6,382,718.08 which shall be satisfied by the Paid Consideration to the extent of US\$6,382,718.08, which shall be off-set against the Existing Shareholder's Indebtedness.

### 4. RIGHTS AND RESTRICTIONS OF THE NON-VOTING DEFERRED SHARES

The Existing Shareholder shall procure the Company to amend its memorandum and articles of association to provide for the following:

4.1 The Company shall be authorized to issue shares comprising ordinary share(s) and such non-voting deferred shares as may be issued or converted or redesignated from ordinary share(s) from time to time.

4.2 Ordinary shareholder(s) may from time to time convert or redesignate ordinary shares into non-voting deferred shares by passing an ordinary resolution of with a majority of more than 50% votes.

4.3 the dividends which the Company may determine to distribute in respect of any financial year be distributed among the holders of ordinary shares only and no part of the said dividends shall be distributed among the holders of the non-voting deferred shares.

of the Company to be returned shall be distributed (1) as regards the first HK\$100,000,000,000 thereof among the holders of the ordinary shares in proportion to the number of ordinary shares held by them respectively and the balance of the said amount shall be distributed among the holders of the non-voting deferred shares in the proportion to the number of non-voting deferred shares held by them respectively.

participation in the profit and assets of the Company.

4.5 the non-voting deferred shares shall not entitle the holders thereof to receive notice of or to attend or vote at any general meeting of the Company.

**5.1 EFFECT OF THIS SUPPLEMENTAL AGREEMENT**

5.1 The provisions of the SPA shall prevail and the provisions of this Supplemental Agreement shall be deemed to be modified so far as it is necessary to give effect to the provisions of this Supplemental Agreement.

5.2 In the event of a conflict between the provisions of the SPA and the provisions of this Supplemental Agreement, the provisions of this Supplemental Agreement shall prevail and the provisions of the SPA shall be deemed to be modified so far as it is necessary to give effect to the provisions of this Supplemental Agreement.

5.3 Save as expressly amended or varied herein, the other terms and conditions of the SPA (which have not been amended or varied by this Supplemental Agreement) shall apply to the Parties.

**6. GENERAL**

This Supplemental Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the exclusive jurisdiction of the courts of Hong Kong.

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

SIGNED by

for and on behalf of

Pha Nua Kay Limited

For and on behalf of

Authorized Signature(s)

SIGNED by

for and on behalf of

O-Net Communications Holdings Limited

SIGNED by

for and on behalf of

Advance Photonics Investments Limited