

DATED 2 November, 2016

冠輝集團控股有限公司  
KING FORCE GROUP HOLDINGS LIMITED  
(the "Company")

- and -

信達國際證券有限公司  
CINDA INTERNATIONAL SECURITIES LIMITED  
(the "Placing agent")

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**SECOND SUPPLEMENTAL AGREEMENT**

Relating to

**PLACING AGREEMENT**

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**PATRICK MAK & TSE**  
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173 Des Voeux Road Central, Hong Kong  
Tel : (852) 2850 6336  
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## **SECOND SUPPLEMENTAL AGREEMENT**

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### **SECOND SUPPLEMENTAL AGREEMENT**

THIS SECOND SUPPLEMENTAL AGREEMENT is made the 2nd day of November, 2016

#### **BETWEEN:**

- (1) 信達國際證券有限公司 Cinda International Securities Limited, a company duly incorporated in Hong Kong and having its registered address at 45/F., COSCO Tower, 183 Queen's Road Central, Hong Kong (the "Placing Agent"); and
- (2) 冠輝集團控股有限公司 King Force Group Holdings Limited, a company incorporated in the Cayman Islands with limited liability whose principal place of business in Hong Kong is at Room 1603, 16/F., China Building, 29 Queen's Road Central, Hong Kong (the "Company").

(are collectively referred hereinafter as the "Parties", each as a "Party")

#### **WHEREAS:**

- (A) The Parties entered into a placing agreement dated 18 October 2016 (the "Agreement") relating to placing of Placing Shares of the Company.
- (B) The parties entered into a supplemental agreement dated 31 October 2016 (the "First Supplemental Agreement") to extend the Long Stop Date of the Agreement.
- (C) The Parties have agreed to vary the terms of the First Supplemental Agreement in the manner contained herein.

#### **NOW IT IS HEREBY AGREED AS FOLLOWS:**

##### **1. DEFINITIONS AND INTERPRETATION**

- 1.1 Unless the context requires otherwise, terms and expressions defined and construed in the Agreement and the First Supplemental Agreement shall have the same meanings and construction when used in this Second Supplemental Agreement.
- 1.2 References herein to Clauses are to clauses in this Second Supplemental Agreement unless the context requires otherwise.
- 1.3 The expressions of the "Parties" and the "Party" shall, where the context permits, include their respective successors, personal representatives and permitted assigns.
- 1.4 The headings are inserted for convenience only and shall not affect the construction of this Second Supplemental Agreement.
- 1.5 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 Upon execution of this Second Supplemental Agreement, the First Supplemental Agreement shall be amended as set out in Clause 3 and any reference in the First Supplemental Agreement or in any related agreement or document to any provision of the First Supplemental Agreement and the 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 Second Supplemental Agreement or may otherwise have been, or from time to time be, amended or supplemented.

## **SECOND SUPPLEMENTAL AGREEMENT**

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2.2 Upon this Second Supplemental Agreement becoming effective, this Second Supplemental Agreement shall be construed as forming part of the Agreement and this Second Supplemental Agreement when read with the Agreement shall be construed as one and the same instrument.

2.3 Save as otherwise expressly provided in this Second Supplemental Agreement, the 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 amendment described in Clause 3.

### **3. VARIATION**

3.1 The following provision originally set out in Clause 3.1 of the First Supplemental Agreement:

"Long Stop Date means 30 November 2016 (or such other time and date as the Placing Agent and the Company shall agree in writing)"

shall be deleted in its entirety and shall be replaced therewith the following new paragraph :

"Long Stop Date means 15 November 2016 (or such other time and date as the Placing Agent and the Company shall agree in writing)"

### **4. FINAL AGREEMENT**

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

### **5. MISCELLANEOUS**

5.1 Each Party agrees to pay its own legal costs, charges and expenses in the preparation of this Supplemental Agreement.

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

### **6. GOVERNING LAW AND JURISDICTION**

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

*[The remainder of this page is intentionally left blank]*

## EXECUTION PAGE

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

## THE COMPANY

SIGNED by  
for and on behalf of  
冠輝集團控股有限公司  
King Force Group Holdings Limited

in the presence of :-

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## THE PLACING AGENT

SIGNED by  
for and on behalf of  
信達國際證券有限公司  
Cinda International Securities Limited

in the presence of :-

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EXECUTION PAGE

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

THE COMPANY

SIGNED by )  
for and on behalf of )  
冠輝集團控股有限公司 )  
King Force Group Holdings Limited )  
)  
)  
in the presence of :- )

THE PLACING AGENT

SIGNED by See To Yuk Yu )  
for and on behalf of )  
信達國際證券有限公司 )  
Cinda International Securities Limited )  
)  
in the presence of :- )  
Ying Wing Chung )

