

Execution version

DATE: 22 APRIL 2021

EXTRA BLOSSOM HOLDINGS LIMITED
(as the Purchaser)

and

MINDFULNESS VENTURE FUND I, L.P.
(as the Vendor)

**SUPPLEMENTAL AGREEMENT
TO
AGREEMENT FOR
SALE AND PURCHASE OF
THE EQUIPMENT**

MICHAEL LI & CO.
19/F., Prosperity Tower,
No.39 Queen's Road Central,
Central, Hong Kong
Ref: CCL/AC/KUNG/FH/2115516

THIS SUPPLEMENTAL AGREEMENT is made on 22 April 2021

BETWEEN:

- (1) **EXTRA BLOSSOM HOLDINGS LIMITED**, a company incorporated in the British Virgin Islands with limited liability and having its registered office at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands (the “**Purchaser**”); and
- (2) **MINDFULNESS VENTURE FUND I, L.P.**, a limited partnership established in the Cayman Islands and having its registered office at 4th Floor, Harbour Place, 103 South Church Street, P.O. Box 10240, Grand Cayman KY1-1002, Cayman Islands (the “**Vendor**”).

WHEREAS:

- (A) By a sale and purchase agreement dated 26 March 2021 (the “**Agreement**”) between the Purchaser and the Vendor, the Purchaser intends to transfer and assign and the Purchaser intends to accept the transfer and assignment of certain equipment for cryptocurrency mining.
- (B) The parties to the Agreement have agreed to vary and include certain terms of the Agreement in the manner as set out in this supplemental agreement (this “**Supplemental Agreement**”).

NOW IT IS HEREBY AGREED as follows:

1. DEFINITION AND INTERPRETATION

- 1.1 In this Supplemental Agreement and unless the context otherwise requires, definitions used in the Agreement shall have the same meanings herein.
- 1.2 Reference to a Clause, unless the context otherwise requires, shall be construed as the respective clause of the Agreement.

2. AMENDMENTS TO THE AGREEMENT

- 2.1 The definition “Consideration Shares” in clause 1.1 of the Agreement shall be deleted in its entirety and substituted by the following:

“57,273,768 new Holdings Shares to be allotted and issued by Holdings to the Vendor for the purpose of settlement of the Consideration, at an issue price of HK\$0.873 each, representing approximately 2.57% of the enlarged issued share capital of Holdings immediately after the allotment and issue of Consideration Shares, in accordance with Clause 4.1 (assuming no other Holdings Shares are issued after the date of this Agreement)”

- 2.2 Clause 3.1(c) of the Agreement shall be deleted in its entirety.

- 2.3 Clause 3.2 of the Agreement shall be deleted in its entirety and substituted by the following:

“The Purchaser may at any time waive in writing the condition set out in Clause 3.1 (e) and such waiver may be made subject to such terms and conditions as are determined by the Purchaser. For the avoidance of doubt, the conditions set out in Clause 3.1 (a), (b) and (d) are incapable of being waived by the Purchaser or the Vendor. If the conditions set out in Clause 3.1 have not been satisfied (or as the case may be, waived by the Purchaser) on or before 4:00 p.m. on 30 June 2021, or such later date as the Purchaser and the Vendor may agree (the “**Long Stop Date**”), this Agreement shall cease and determine (save and except Clauses 7, 8, 9, 10, 12, 13, 18 and 19 which shall continue to have full force and effect) and thereafter neither party shall have any obligations and liabilities towards each other hereunder save for any antecedent breaches of the terms hereof.”

- 2.4 Clause 4.1 of the Agreement shall be deleted in its entirety and substituted by the following:

“The consideration for the sale and purchase of the Equipment shall be in the aggregate sum of HK\$49,999,999.464 (the “**Consideration**”), which shall be satisfied by the Purchaser by procuring Holdings to allot and issue 57,273,768 Consideration Shares to the Vendor at the issue price of HK\$0.873 per Consideration Shares to the Vendor in accordance with Clause 5.3.”

3. GENERAL

Subject only to the variations herein contained and such other alterations (if any) as may be necessary to make the Agreement consistent with this Supplemental Agreement, the Agreement shall remain in full force and effect and shall be read and construed and be enforceable as if the terms of this Supplemental Agreement were inserted therein by way of addition or substitution, as the case may be.

4. COSTS

Each party shall bear its own legal costs and other fees, costs and expenses incurred in connection with the negotiation, preparation, execution and performance of this Supplemental Agreement.

5. COUNTERPART

This Supplemental Agreement may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument and any of parties hereto may execute this Supplemental Agreement by signing any such counterparts.

6. GOVERNING LAW AND JURISDICTION

- 6.1 This 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 courts of Hong Kong.
- 6.2 Notwithstanding any other provisions of this Supplemental Agreement, a person who is not a party to this Supplemental Agreement shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any provisions of this Supplemental Agreement.

IN WITNESS WHEREOF this Supplemental Agreement has been executed by the duly authorized representatives of the parties on the day and year first above written.

THE PURCHASER

SIGNED by)
for and on behalf of)

EXTRA BLOSSOM)
HOLDINGS LIMITED)

in the presence of:-)
)
)



THE VENDOR

SIGNED by)
for and on behalf of)
MINDFULNESS CAPITAL)
MANAGEMENT LIMITED)
in its capacity as general partner of)

MINDFULNESS VENTURE FUND I, L.P.)
)
)

in the presence of:-)
)
)

