

DATED the 21nd day of April, 2017

Advance Photonics Investments Limited
(the Vendor)

O-Net Communications Holdings Limited
(the Purchaser)

**AGREEMENT FOR THE
SALE AND PURCHASE OF
SOLD SHARES OF
3SP TECHNOLOGIES**

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THIS AGREEMENT is made on the 21st day of April 2017

BETWEEN:

- (1) **O-Net Communications Holdings Limited**, of Unit 1608 West Tower, Shun Tak Centre, 168-200 Connaught Road Central, Hong Kong (“**Purchaser**”).
- (2) **Advance Photonics Investments Limited**, of Unit 601-2, 6/F., St. George’s Building, Ice House Street, Central, Hong Kong (“**Vendor**”)

WHEREAS:

- (A) 3SP Technologies (the “**Company**”), all of which shares have been issued and are fully paid up and its entire issued shares are beneficially owned by the Vendor
- (B) The Vendor has agreed to sell and the Purchaser has agreed to purchase the entire issued shares of the Company (as defined below) upon the terms and conditions hereinafter set out.
- (C) The Purchaser requires the Vendor to give such covenants and undertakings as are set out herein as a condition to the Purchaser’s entry into this Agreement.

NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATION

1.01 In this Agreement, unless the context requires otherwise:

- “Accounting Date”** means 31 March 2017;
- “Accounts”** means the balance sheet of the Company made up as at the Accounting Date and the profit and loss account of the Company for the period ended on the Accounting Date, copies of which has been produced to the Purchaser;
- “Completion”** means completion of the sale and purchase of the Sold Shares as specified in Clause 4;
- “Completion Date”** means the date for completion of this Agreement, which shall be the date of signing of this Agreement (or such later date as the parties may agree in writing prior to Completion);
- “Consideration”** means the consideration payable for the acquisition of the Sold Shares pursuant to the terms of this Agreement;
- “Encumbrance”** means any charge, hypothec (legal or conventional), priority, lien, pledge, security interest or other encumbrance whether created or arising by agreement, statute or otherwise at law, attaching to property, interests or rights.
- “Group”** means the group of companies consisting of the Company and the subsidiaries and the expression “member of the Group” shall be construed accordingly;
- “Vendor’s Loan”** means the total amount of indebtedness now due and owing by the Vendor to the bank in the amount of 3,600,000 Euro with any unpaid outstanding interest and all bank balances of the Vendor as at 21st April 2017 in the amount of approximately US\$87,123;
- “Sold Shares”** means 1,000 shares in the share capital of the Company constituting the entire issued shares of the Company;
- “Stock Exchange”** The Stock Exchange of Hong Kong Limited.

2. SALE OF SOLD SHARES

Subject to the terms and conditions of this Agreement the Vendor hereby sells as record holder and beneficial owner, and the Purchaser hereby purchases, (i) the Sold Shares.

3. CONSIDERATION

- 3.01 The consideration for the Sold Shares included Vendor's Loan shall not be more than US\$20,500,000.00 ("Consideration").
- 3.02 The balance of the Consideration in the amount of approximately US\$4,187,000 shall be paid in cash within 8 business days after the date of this Agreement.
- 3.03 All sums payable by the Purchaser to the Vendor under this Agreement shall be paid to Pha Nga Bay Limited, the sole shareholder of the Vendor, by way of telegraphic transfer to the following bank account:

Correspondent bank name:	Citibank, New York
Swift code:	CITIUS33
Beneficiary bank name:	Citibank, N.A. Singapore Branch
Swift code:	CITISGSG
Beneficiary account name:	Pha Nga Bay Limited
Beneficiary account number:	0857734009

4. COMPLETION

- 4.01 Completion is conditional upon the following:
- (i) the acquisition is agreed by the board of directors and all shareholders of the Pha Nga Bay Limited, the sole shareholder of the Vendor;
 - (ii) the approval is obtained by the board of directors of the Purchaser under the requirement of its Memorandum and Articles of Association and the applicable law or regulation;
 - (iii) the audited financial statements for the year ended 31 December 2016 of the Company should be prepared by an auditor at the date of the Completion;

Upon signing of the Formal Agreement, O-Net Communications shall purchase from the Vendor the Vendor's Loan on a dollar for dollar basis.

- 4.02 At Completion, the Vendor shall:
- (a) deliver or cause to be delivered to the Purchaser:
 - (i) duly executed instrument of transfer in respect of the Sold Shares in favour of the Purchaser (or its nominees) accompanied by a duly executed transfer form;

- (ii) such waivers or consents as the Purchaser may require to enable the Purchaser or its nominees to be registered as the holder of any of the Sold Shares.

4.03 Without prejudice to any other remedies available to the Purchaser, if any of the provisions of Clause 4.02 is not fully complied with, the Purchaser shall be entitled (in addition to and without prejudice to all other rights or remedies available to it, including specific performance) to elect to effect Completion so far as practicable having regard to the defaults which have occurred and treat this Agreement as completed subject to satisfaction of a condition subsequent that the defaults be remedied within such time as it may specify or to rescind this Agreement.

4.04 After Completion, any funds paid to the Vendor in connection with the Vendor's Loan shall be deemed to have been remitted to the Vendor in trust for the benefit of the Purchaser and the Vendor shall forthwith remit such funds to the Purchaser.

5. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

5.01 The Vendor hereby represents, warrants and undertakes to the Purchaser that:

(i) it has full power to enter into this Agreement and to exercise its rights and perform its obligations hereunder;

(ii) the execution, delivery and performance by the Vendor of this Agreement do not and will not (or would not with the giving of notice, the lapse of time, or both) result in a breach or a violation of, or conflict with any contracts or instruments to which the Vendor is a party;

(iii) all consents or approvals required in connection with the transactions contemplated herein have been obtained;

(iv) it is the sole owner of the Sold Shares, with good and valid title thereto, free and clear of any Encumbrance;

(iv) the Sold Shares do not constitute "taxable property in France" within the meaning and for purposes of the *Income Tax Act*;

(v) notwithstanding the consideration payable for the Vendor's Loan, as of the date hereof, the indebtedness under the Vendor's Loan is in the amount of 3,600,000 Euro.

5.02 The Vendor also represents and warrants that the execution, delivery and performance of this Agreement by the Vendor does not and will not violate in any respect any provision of (i) any law or regulation or any order or decree of any governmental authority, agency or court of Hong Kong or elsewhere prevailing as at the date of this Agreement and as at Completion; (ii) the laws and documents incorporating and constituting the Group prevailing as at the date of this Agreement and as at Completion.

- 5.03 The Vendor hereby undertakes to indemnify and keep indemnified the Purchaser (for itself and as trustee for each member of the Group) against any loss or liability suffered by the Purchaser or each member of the Group as a result of or in connection with any breach of any of the said representations, warranties and undertakings including, but not limited to, any diminution in the value of the assets of and any payment made or required to be made by the Purchaser or each member of the Group and any costs and expenses incurred as a result of such breach provided that the indemnity contained in this Clause shall be without prejudice to any other rights and remedies of the Purchaser in relation to any such breach of representation, warranty or undertaking and all such other rights and remedies are hereby expressly reserved to the Purchaser.
- 5.04 The Vendor promptly notify the Purchaser in writing of any matter or thing of which the Vendor becomes aware which is a breach of or inconsistent with any of the representations, warranties and undertakings herein contained.

6 ACCESS TO INFORMATION

- 6.01 As from the date of this Agreement the Vendor shall give and shall procure that the Purchaser and any persons authorised by it will be given all such information relating to each member of the Group and such access to the premises and all books, title deeds, records, accounts and other documentation of the Group as the Purchaser may reasonably request and be permitted to take copies of any such books, deeds, records, accounts and other documentation and that the officers and employees of each member of the Group shall be instructed to give promptly all such information and explanations to any such persons as aforesaid as may be requested by it or them.

7 MISCELLANEOUS

- 7.01 Each party to this Agreement shall pay its own costs and disbursements (including stamp duty) of and incidental to this Agreement and the sale and purchase hereby agreed to be made provided that if the Purchaser shall lawfully exercise any right hereby conferred to rescind this Agreement the Vendor shall indemnify the Purchaser against all costs and expenses incurred in the preparation of this Agreement.

7.02 Each notice, demand or other communication given or made under this Agreement shall be in writing and delivered or sent to the relevant party at its address or fax number set out below (or such other address or fax number as the addressee has by five (5) days' prior written notice specified to the other parties):

To the Vendor: **Advance Photonics Investments Limited**
Address: Unit 601-2, 6/F., St. George's Building, Ice House
 Street, Central
 Hong Kong

Fax Number : (852) 2868-3082

To the Purchaser: **O-Net Communications Holdings Limited**
Address: Unit 1608 West Tower, Shun Tak Centre,
 168-200 Connaught Road Central,
 Hong Kong

Fax Number : (852) 2307-4300

Attention : The Board of Directors

Any notice, demand or other communication so addressed to the relevant party shall be deemed to have been delivered (a) if given or made by letter, when actually delivered to the relevant address; and (b) if given or made by fax, when despatched.

7.03 No failure or delay by the Purchaser in exercising any right, power or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. Without limiting the foregoing, no waiver by the Purchaser of any breach by the Vendor of any provision hereof shall be deemed to be a waiver of any subsequent breach of that or any other provision hereof. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect, the legality, validity and enforceability of the remaining provisions of this Agreement shall not be affected or impaired thereby.

7.04 This Agreement (together with any documents referred to herein) constitutes the whole agreement between the parties hereto and it is expressly declared that no variations hereof shall be effective unless made in writing.

7.05 The provisions of this Agreement including the representations, warranties and undertakings herein contained, insofar as the same shall not have been fully performed at Completion, shall remain in full force and effect notwithstanding Completion.

7.06 Any right of rescission conferred upon the Purchaser hereby shall be in addition to and without prejudice to all other rights and remedies available to it.

- 7.07 The Purchaser may release in whole or in part and in such manner as it thinks fit the Vendor from this Agreement and compound with or otherwise vary or agree to vary the liability of or grant time or indulgence to or make other arrangements with the Vendor without prejudicing or affecting its rights and remedies against the Vendor.
- 7.08 The Vendor and the Purchaser shall do and execute or procure to be done and executed all such further acts, deeds, things and documents as may be necessary to give effect to the terms of this Agreement and to place control of the Company and the Subsidiaries in the hands of the Purchaser.

8 GOVERNING LAW AND JURISDICTION

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

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

SIGNED by)
for and on behalf of)
Advance Photonics Investments Limited)
in the presence of:)
)



SIGNED by)
for and on behalf of)
O-Net Communications Holdings Limited)
in the presence of:)
)

