

THIS SUPPLEMENTAL AGREEMENT is made the 5th day of November, 2021 .

BETWEEN:

- (1) **BEIJINGWEST INDUSTRIES INTERNATIONAL LIMITED**, a company incorporated in the Cayman Islands whose registered office is at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman KY1-1111, Cayman Islands and having its principal place of business in Hong Kong at Rooms 1005-06, 10th Floor, Harcourt House, 39 Gloucester Road, Wanchai, Hong Kong (the “**Company**”); and
- (2) **BEIJINGWEST INDUSTRIES CO., LTD.** (北京京西重工有限公司), a company incorporated in the People’s Republic of China whose registered address is at No. 85 Pu’an Road, Doudian Town, Fangshan District, Beijing, 102402, the People’s Republic of China (“**BWI**”).

WHEREAS the parties above entered into a parts and components supply agreement on 7 November 2019 (the “**Agreement**”).

NOW THEREFORE they have agreed as follows:

1. Capitalized terms used herein shall take the meanings ascribed to them in the Agreement.
2. CONDITIONS PRECEDENT
 - 2.1 The obligations in this Supplemental Agreement are conditional upon the independent shareholders of the Company having approved the revised annual cap under this Supplemental Agreement, if it is so required under the Listing Rules.
 - 2.2 If the condition precedent set out in Clause 2.1, where applicable, is not satisfied on or before 31 December 2021 (or such other date as the parties may agree in writing), this Supplemental Agreement shall forthwith determine and the Clause 3 of this Supplemental Agreement shall not take effect.
3. REVISION OF EXISTING ANNUAL CAP OF THE AGREEMENT

The Parties hereby agree to amend the Agreement by replacing Clause 3.3 of the Agreement with the following:

“3.3 The respective Annual Caps in respect of the Transactions shall not exceed the following amounts:

For the financial year ending 31 December	Sales <i>HK\$' million</i>
2020	23.5
2021	127.7
2022	212.1

If for any reason that any of the Annual Caps is exceeded and the Company would need to re-comply with the requirements of the Listing Rules in respect of the Transactions, BWI undertakes to co-operate with the Company on any such re-compliance requirements.”

4. This Supplemental Agreement shall take effect on the date of this Supplemental Agreement or the date on which the condition in Clause 2.1 is satisfied, whichever is later.
5. This Supplemental Agreement is supplemental to and shall read as one with the Agreement.
6. This Supplemental Agreement is governed by and shall be construed in accordance with the laws of Hong Kong and each party hereby submits to the non-exclusive jurisdiction of the courts of Hong Kong as regards any claim or matter arising under this Supplemental Agreement.
7. This Supplemental Agreement may be executed in counterparts each of which shall be deemed an original and all of which together shall constitute one and the same instrument. Counterparts transmitted by electronic mail shall be deemed originals.

[Signature page follows]

IN WITNESS WHEREOF, the Parties hereto have executed this Supplemental Agreement as of the date first above written.

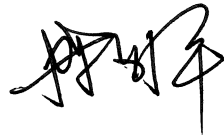
SIGNED by CHEN Zhouping

for and on behalf of

**BEIJINGWEST INDUSTRIES
INTERNATIONAL LIMITED**

in the presence of : -
CHENG Chun Shing

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SIGNED by ZHAO Jiuliang)

for and on behalf of)

BEIJINGWEST INDUSTRIES CO., LTD.)

in the presence of : - CHEN Yuanqing)

陈元庆

赵久良

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