

Certain personal information contained in this document has been redacted. The remaining information is considered as adequate by (i) the Offeror and its sole director and (ii) the financial adviser to the Offeror for the purpose of disclosing the nature and significance of this document, and for the Offeror to fulfil its relevant disclosure obligations under the Code on Takeovers and Mergers.

## LOAN AGREEMENT

This loan agreement ("**Agreement**") is entered into on 13 June 2025 by:

- (I) **TOP GROUP INTERNATIONAL LIMITED**, a limited company incorporated in the British Virgin Island, whose registered address is at Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands ("**Lender**");
- (II) **MISSION FORWARD LIMITED**, a limited company incorporated in the British Virgin Island whose registered address is at Sea Meadow House, (P.O. Box 116), Road Town, Tortola, British Virgin Islands ("**Borrower**"); and
- (III) **WONG Wai Kay**, a Hong Kong resident of Hong Kong Identity Card No. [REDACTED] whose address is at 1 Chun Cheong Street, Tseung Kwan O Industrial Estate, Tseung Kwan O, Hong Kong ("**Guarantor**")

(each Lender, Borrower and Guarantor is referred to as a "**Party**" and collectively as "**Parties**")

## THE PARTIES AGREE AS FOLLOWS:

### 1. THE LOAN

- 1.1. Lender agrees to lend to Borrower, and Borrower agrees to borrow from Lender, an amount of HKD134,800,000 ("**Loan**").

### 2. PAYMENT

- 2.1. The Loan shall be paid by Lender to Borrower immediately upon the request for drawdown made by Borrower to Lender ("**Drawdown**").

### 3. REPAYMENT

- 3.1. The Loan shall be due and repayable on the expiry of 6 months period starting from the date of Drawdown.
- 3.2. Early repayment is permissible without penalty.

### 4. SECURITY

- 4.1. Guarantor guarantees to Lender the due and punctual performance by Borrower of its obligations under this Agreement.

### 5. REPRESENTATION AND WARRANTIES

- 5.1. Each Party represents and warrants to the other Party that:
  - 5.1.1. where it is a company, it is duly incorporated, validly subsisting and in good standing under the laws of which it is incorporated;

- 5.1.2. it has all requisite power, authority, and capacity to enter into this Agreement, including where it is a company, its execution of this Agreement is duly authorised by its board of directors pursuant to its articles of association and the applicable laws and regulations;
  - 5.1.3. its execution, delivery, and performance of this Agreement does not, and the consummation of the transaction contemplated hereby will not result in a breach of or default under any agreement to which it is a party or by which it is bound; and
  - 5.1.4. it has duly executed and delivered this Agreement, which shall constitute a valid and binding agreement, enforceable against it in accordance with the terms herein.
- 5.2. Borrower represents and warrants to Lender that it is solvent and is able to pay its debts (including the Loan) when due.
- 5.3. Guarantor represents and warrants to Lender that he is not a bankrupt.

## **6. CONFIDENTIALITY**

- 6.1. The Parties agree to keep this Agreement confidential, except where disclosure is required for statutory reasons or by applicable laws and regulations or competent authorities, or to each Party's legal advisors, auditors or other professional advisors.

## **7. SUCCESSORS**

- 7.1. This Agreement is binding upon the Parties' successors, heirs, beneficiaries and permitted assigns.

## **8. GOVERNING LAW AND JURISDICTION**

- 8.1. This agreement is governed by the laws of Hong Kong.
- 8.2. The Parties submit to the exclusive jurisdiction of the courts in Hong Kong.

## **9. COUNTERPARTS**

- 9.1. This Agreement may be entered into in multiple counterparts, each of which is an original, but all of which together constitute one and the same instrument.

## **10. MISCELLANEOUS**

- 10.1. In this Agreement, the singular includes the plural and the masculine includes the feminine and neuter and vice versa unless the context otherwise requires.
- 10.2. The capitalised headings in this agreement are only for the convenience of reference and do not form part of or affect the interpretation of this agreement.
- 10.3. If any provision or part of any provision in this agreement is void for any reason, it shall be severed without affecting the validity of the balance of the agreement.
- 10.4. This Agreement contains all the terms agreed to by the parties relating to its subject matter including any attachments or addendums. This Agreement replaces all previous discussions, understandings,

and oral agreements.

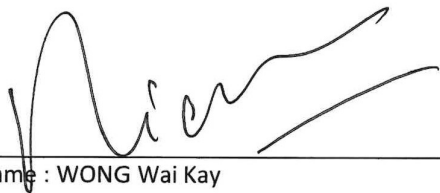
EXECUTION PAGE

Signed for and on behalf of  
**LENDER**

A handwritten signature in black ink, appearing to read 'Paul Cheung', written over a horizontal line.

Name : CHEUNG Chi Kin, Paul  
Title : Director

Signed for and on behalf of  
**BORROWER**

A handwritten signature in black ink, appearing to read 'Wong Wai Kay', written over a horizontal line.

Name : WONG Wai Kay  
Title : Director

Signed for and on behalf of  
**GUARANTOR**

A handwritten signature in black ink, appearing to read 'Wong Wai Kay', written over a horizontal line.

Name : WONG Wai Kay