

Important Notice to Borrower / Guarantor / Mortgagor:

This Document will create legal obligations and liabilities on your part. You are strongly advised to read and understand the terms and conditions of this Document and to seek independent legal advice before you execute this Document.

X8 FINANCE LIMITED

致借款人 / 擔保人 / 按揭人的重要通知

鑑於本文件會對閣下產生法律責任及債務，閣下於簽署本文件前應先閱讀及理解有關條款及條件並宜尋求獨立之法律意見。

X8 FINANCE LIMITED

Dated 13 February 2026

- (1) **X8 FINANCE LIMITED**
(as Lender)

 - (2) **UNITED TREASURE (HONG KONG)
LIMITED**
(聯旺(香港)有限公司)
(as Co-Borrower)

 - (3) **HO SAI WING (何世榮)**
(as Co-Borrower)
-

**SUPPLEMENTAL AGREEMENT
TO THE LOAN AGREEMENT**
dated 7 July 2025
in relation to
a term loan in the aggregate principal amount of
HK\$35,000,000

ONC Lawyers
19th Floor, Three Exchange Square
8 Connaught Place, Central
Hong Kong
Ref : 260076

THIS SUPPLEMENTAL AGREEMENT is made on 13 February 2026

BETWEEN:

- (1) **X8 FINANCE LIMITED**, a company incorporated with limited liability in Hong Kong (business registration no. 66118675) whose registered office is situated at Unit 2111A, 21/F., Cosco Tower, 183 Queen's Road Central, Sheung Wan, Hong Kong as lender (the "**Lender**");
- (2) **UNITED TREASURE (HONG KONG) LIMITED (聯旺(香港)有限公司)**, a company incorporated with limited liability in Hong Kong (business registration no. 32521846) whose registered office is situated at Room 1908, 19/F., Crawford House, 70 Queen's Road Central, Hong Kong as co-borrower (the "**Borrower I**"); and
- (3) **HO SAI WING (何世榮)**(holder of Hong Kong Identity Card No. [REDACTED]), of [REDACTED] as co-borrower (the "**Borrower II**", together with the Borrower I, collectively the "**Borrowers**").

(The Lender and the Borrowers are collectively referred to as the "**Parties**", and each or any one of them is referred to as the "**Party**".)

WHEREAS:

- (A) The Lender as lender and the Borrower I and the Borrower II as co-borrowers entered into the loan agreement dated 7 July 2025, whereby the Lender made available to the Borrowers a term loan in the aggregate principal amount of HK\$35,000,000 ("**Loan Agreement**").
- (B) The Parties wish to amend the Loan Agreement on the terms and conditions of this Supplemental Agreement to, among other things, extend the Repayment Date of the Loan for twelve (12) months from the Extension Date (as defined below).

IT IS HEREBY AGREED between the Parties as follows:

1. DEFINITIONS AND CONSTRUCTION

- 1.1 Words and expressions defined in the Loan Agreement shall, unless the context otherwise requires, have the same meanings when used in this Supplemental Agreement.
- 1.1 References in the Loan Agreement to "this Agreement", "hereof", "hereunder" and other similar expressions shall be deemed to be references to the Loan Agreement as amended by this Supplemental Agreement.

2. CONTINUING NATURE OF THE LOAN AGREEMENT

- 2.1 This Supplemental Agreement is supplemental to the Loan Agreement. The provisions of this Supplemental Agreement shall supplement, be read together with, and where expressly stated, amend and modify the provisions of the Loan Agreement.

2.2 Except in so far as amended by this Supplemental Agreement, the Loan Agreement shall continue in full force and effect and shall be read and construed as one with this Supplemental Agreement.

2.3 Save only as supplemented, amended and modified by and subject to this Supplemental Agreement, the Loan Agreement shall remain unchanged and in full force and effect and shall continue to be valid, effective and binding on the Parties.

3. CONSIDERATION TO ENTER INTO THIS SUPPLEMENTAL AGREEMENT

3.1 The Borrowers agree and acknowledge that all interests (including default interests, if applicable) previously prepaid under the Loan Agreement prior to entering this Supplemental Agreement:

(i) shall be deemed to be the consideration for the Lender agreeing to extend the Repayment Date by entering into this Supplemental Agreement; and

(ii) shall not be refundable to the Borrowers in any event.

4. AMENDMENTS TO THE LOAN AGREEMENT

With effect from (and including) the date hereof, the Loan Agreement shall be amended as follows:

4.1 The following definition shall be added to Clause 1.1 of the Loan Agreement:

“**Extension Date**” means 13 February 2026, the date on which the Lender and the Borrowers agree to extend the Repayment Date;”

4.2 The following definition in Clause 1.1 of the Loan Agreement shall be deleted in its entirety and replaced with the following:

“**Repayment Date**” means twelve (12) months from the Extension Date, or such other date as agreed in writing between the Lender and the Borrowers and subject to such terms and conditions to be agreed between the Lender and the Borrowers in writing, provided that, if such date falls on a non-Business Day, then the Repayment Date shall be the immediate following Business Day;”

4.3 Clause 6.1 of the Loan Agreement shall be deleted in its entirety and replaced with the following:

“The Borrowers shall pay interest accrued on the Outstanding Principal at the Interest Rate in advance in accordance with Schedule 2 to this Agreement:

(i) on the Extension Date for the interest to be accrued for the first six (6) Months from the Extension Date;

(ii) on the day falling on the seventh (7th) Month from the Extension Date (or the Business Day immediately before such day if that day is not a Business Day) for the interest to be accrued for the seventh (7th) Month to ninth (9th) Month from the Extension Date; and

(iii) on the day falling on the tenth (10th) Month from the Extension Date (or the Business Day immediately before such day if that day is not a Business Day)

for the interest to be accrued for the tenth (10th) Month to twelfth (12th) Month from the Extension Date.

The Borrowers shall fully pay all interest accrued (if not otherwise paid in accordance with this Clause) on the Outstanding Principal at the Interest Rate when full repayment of the Outstanding Principal is made pursuant to Clause 5, or the date on which a demand has been made pursuant to Clause 5.2 of this Agreement. Any interest accrued but not yet paid will be capitalised with the Outstanding Principal and compounded monthly.”

- 4.4 Clause 6.2 of the Loan Agreement shall be deleted in its entirety and replaced with the following:

“In the event that a demand was made pursuant to Clause 5.2 or the Borrowers make early repayment pursuant to Clause 5.3, interest accrued on the Outstanding Principal at the Interest Rate which have not yet been paid in accordance with Clause 6.1 above shall be paid to the Lender on the date of actual repayment by the Borrowers. However, if the Borrowers elect to make an early repayment pursuant to Clause 5.3 at any time after the Extension Date, the interest prepaid by the Borrowers shall be regarded as break cost payable to the Lender and such paid or prepaid interest shall not be refunded to the Borrowers in any event.”

- 4.5 Schedule 2 (Repayment Schedule) of the Loan Agreement shall be deleted in its entirety and replaced with the following:

“REPAYMENT SCHEDULE

<u>Term</u>	<u>Instalments</u>	<u>Remarks</u>	<u>Principal (HK\$)</u>	<u>Interest Amount (HK\$)</u>	<u>Total (HK\$)</u>
1.	1st.	Pre-paid interest for the first six (6) months on the Extension Date	0	3,325,002	3,325,002
2.	2nd.	Pre-paid interest for seventh (7th) to ninth (9th) month on the day falling on the seventh (7 th) month from the Extension Date	0	1,662,501	1,662,501
3.	3rd.	Pre-paid interest for tenth (10th) to twelfth (12th) month on the day falling on the tenth (10th) month from the Extension Date	0	1,662,501	1,662,501
4.	4th.	Repayment Date	35,000,000	0	35,000,000
<u>Sub-total</u>			35,000,000	6,650,004	41,650,004
<u>Total Repayment Amount</u>			41,650,004		

5. MISCELLANEOUS PROVISIONS

- 5.1 This Agreement may be entered into and executed in any number of counterparts. Either Party may enter into this Agreement by signing or executing any such counterpart. Each counterpart when so signed or executed and delivered shall be an original but all of such counterparts together shall constitute one and the same document.
- 5.2 A person who is not a party to this Agreement shall have no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any term of this Agreement.

6. LAW AND JURISDICTION

- 6.1 This Supplemental Agreement is governed by and shall be construed in accordance with Hong Kong law.
- 6.2 Unless specifically provided in another Finance Document in relation to that Finance Document, the courts of Hong Kong have exclusive jurisdiction to settle any dispute arising out of or in connection with this Supplemental Agreement or any Finance Document (including a dispute relating to the existence, validity or termination of any Finance Document) (a "**Dispute**").
- 6.3 The Parties agree that the courts of Hong Kong are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 6.4 Notwithstanding Clauses 6.2 and 6.3 above, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

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EXECUTION PAGE(S)

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

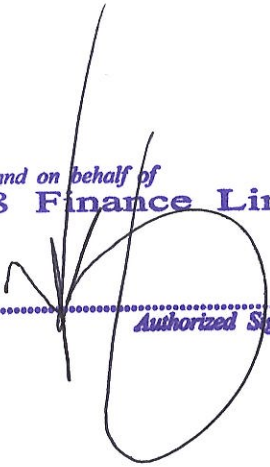
THE LENDER

SIGNED by *TONY WONG*
for and on behalf of **X8 FINANCE LIMITED**
in the presence of:-


CHAN PO MAN
Solicitor, HKSAR
ONC Lawyers

)
)
)

For and on behalf of
X8 Finance Limited


.....
Authorized Signature(s)

THE BORROWER I

EXECUTED and **DELIVERED** as a deed)
and the **COMMON SEAL** of **UNITED**)
TREASURE (HONG KONG) LIMITED (聯旺)
(香港)有限公司) was affixed in the presence)
of Ho Sai Wing and Ho Shung Pun)
its directors)
in the presence of:



A handwritten signature in blue ink, appearing to read "Chan Po Man".

CHAN PO MAN
Solicitor, HKSAR
ONC Lawyers

THE BORROWER II

SIGNED SEALED and DELIVERED)
by **HO SAI WING (何世榮)**)
in the presence of:-)




CHAN PO MAN
Solicitor, HKSAR
ONC Lawyers