The security account number contained in this document has been redacted for privacy protection under the Personal Data (Privacy) Ordinance (Cap. 486). The remaining information is considered 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 and Share Buy-backs.

Facility No.: KGO260930-56570

PRIVATE & CONFIDENTIAL

30 September 2026

MAX PREMIER LIMITED
Suite 6807-08, 68/F.
Central Plaza
18 Harbour Road
Wan Chai
Hong Kong
Attn: Mr. Chen Jixiang (陳繼祥)

Dear Sirs,

Loan facility of up to Hong Kong Dollars One Hundred Million (HK$100,000,000)

We are pleased to advise that Kingston Securities Limited whose registered office is located at 72/F, The Center, 99 Queen's Road Central, Central, Hong Kong (the "**Lender**") is prepared to grant the loan facility described below to you subject to the terms and conditions set out in this letter (this "**Facility Agreement**") (as it may be supplemented or amended from time to time):

1. **Borrower**

MAX PREMIER LIMITED, a company incorporated in the British Virgin Islands with limited liability whose registered office is located at OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands.

2. **Facility**

A loan facility of up to Hong Kong Dollars One Hundred Million Only (HK$100,000,000) (the "**Facility**"). The Facility shall be used for the acquisition of a controlling interest in Major Holdings Limited, a company listed on The Stock Exchange of Hong Kong Limited ("**Stock Exchange**") (Stock Code: 01389) (the "**Listed Company**") and the ancillary general offer triggered thereafter (the "**Offer**") as more particularly detailed in Clause 5.

3. **Drawdown**

i. The Borrower may, on any business day from the date of this Facility Agreement to a date falling on the seventh (7th business day after the final closing of the Offer (as defined in Clause 5 below) (or such other date as agreed in writing between the Lender and the Borrower) subject to the fulfilment or waiver (as the case may be) of all the conditions precedent set out in Clause 6 in this Facility Agreement, make drawings under the Facility (each an "**Actual Drawdown**") provided that (i) the condition(s)

under Clause 6A has been satisfied before the date of Actual Drawdown (upon and subject to the terms and conditions contained herein) and (ii) no Event of Default (as defined in Clause 13 below) shall have occurred before the date of Actual Drawdown (upon and subject to the terms and conditions contained herein) and that the Borrower shall give the Lender not less than one (1) business day prior written notice or otherwise agreed by the Lender requesting the Facility to be drawn down. For the purpose of the Facility, a business day shall mean a day (other than a Saturday, a Sunday and any day on which a tropical cyclone warning No.8 or above or a "black rainstorm warning signal" is hoisted in Hong Kong at any time between 9:00 a.m. and 5:00 p.m.) on which licensed banks are generally open in Hong Kong for banking business.

ii. The whole of the principal amount of the Facility shall be deemed to have been drawn down immediately after the execution of this Facility Agreement (the "**Deemed Drawdown**"), and all the accrued interest from the date of the Deemed Drawdown shall be due and payable by the Borrower monthly in arrears on the first business day of each calendar month.

iii. If the Borrower fails to make any Actual Drawdown or any of the conditions precedent under Clause 6 has not been fulfilled or waived on or before 30 November 2026 (or such later date mutually agreed between the Lender and the Borrower), this Facility Agreement shall be terminated with immediate effect, in which case the Facility shall not be available for drawing thereafter and all the parties shall be discharged from obligations to the other party under this Facility Agreement.

4. Repayment and Prepayment

i. Without prejudice to other clauses in this Facility Agreement, the Borrower shall, within twelve months from the close of the Offer (as defined in Clause 5 below) (the "**Repayment Date**"), and subject to Clauses 6B, 11 and 13 hereof, repay to the Lender all outstanding principal amount of the Facility together with accrued interest thereon and any other fees, sums due or payable, and/or charges to the Lender pursuant to Clause 7 of this Facility Agreement.

ii. The Borrower may prepay the whole or any part of the outstanding principal amount (together with interest accrued thereon) borrowed and owing under the Facility before the Repayment Date without paying any fee, penalty or compensation to the Lender (but without prejudice to the other payment obligations of the Borrower set out herein), on the first day of the second month after the completion of the Offer, provided that the Borrower shall have given to the Lender not less than 24 hours' prior written irrevocable notice.

iii. On the date on which any such prepayment is made, the Borrower shall pay to the Lender the outstanding principal amount to be prepaid and any other sums due and payable by the Borrower to the Lender hereunder. Any prepayment being made by the Borrower to the Lender in the manner as specified under this clause shall reduce the amount due and repayable by the Borrower on the

Repayment Date.

iv. Any notice of prepayment given by the Borrower shall be irrevocable and shall oblige the Borrower to prepay in accordance with such notice. Any amount prepaid may not be re-borrowed.

5. **Use of Proceeds**

The proceeds of the Facility drawn under this Facility Agreement shall only be applied for (including the corresponding amount of Hong Kong ad valorem stamp duty payable by the Borrower) of (a) partial funding of the acquisition (the "**First Acquisition**") of 53.77% of the issued share capital of the Listed Company (as to HK$10,000,000); and (b) as to HK$90,000,000 for the acquisition of 46.23% of the issued shares of the Listed Company by the Borrower (other than those shares already owned or agreed to be acquired by the Borrower and parties acting in concert with it) at the offer price of HK$ 0.3428 per share (the "**Second Acquisition**"), which are the subject of the Offer to be made by the Borrower under the Hong Kong Code on Takeovers and Mergers as a result of the general offer obligation triggered by virtue of the Borrower acquiring up to 256,240,817 shares in the Listed Company (collectively the "**Acquisitions**") and (c) for payment of expenses related to the Acquisitions.

6. **Conditions Precedent**

The Facility will only become available to the Borrower for Actual Drawdown provided no Event of Default (as defined hereinafter) shall have occurred (upon and subject to the terms and conditions contained herein) which have not been waived and when the Lender has received in form and substance reasonably satisfactory to the Lender all of the followings: -

i. the sale and purchase agreement between the Borrower as purchaser and Silver Tycoon Limited as the vendor in relation to the Acquisition is duly executed (the "**Acquisition Agreement**"), a copy of the executed Agreement is received by the Lender;

ii. the Borrower shall deposit HK$90,000,000 into the Margin Account (hereinafter defined), which will be applied for financing the purchase price of the First Acquisition;

iii. a margin securities trading account (account number: [redacted]) being opened by the Borrower with the Lender (the "**Margin Account**") which remains validly maintained and operative; this Facility Agreement is also governed by the terms and conditions of the Margin Client Agreement dated 21 August 2026 executed between the Lender and the Borrower;

iv. this Facility Agreement is duly executed and signed by the Borrower accepting the terms and conditions herein;

v. the Borrower having engaged Kingston Corporate Finance Limited as its financial adviser as to the Offer as well as Kingston Securities Limited as the

placing agent for those shares of the Listed Company which may be required to be placed out to independent third parties to maintain a public float to the extent that the completion of the Offer results in the non-compliance of the public float requirements pursuant to the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited;

vi. the Borrower having engaged the Lender as its agent for the settlement of the Acquisition;

vii. the Borrower having engaged the Lender as its agent for the settlement of the Offer;

viii. the Borrower having paid a non-refundable advisory fee of HK$800,000 to Kingston Corporate Finance Limited, as financial adviser to the Borrower in connection with the Offer;

ix. the Borrower having paid to Kingston Securities Limited, a non-refundable documentation fee of HK$200,000;

x. written evidence that the Borrower having paid the amount of HK$80,000 to the Lender's legal advisers in connection with the preparation of legal documentation relating to this Facility Agreement and the Security Documents;

xi. the following security documents (the "**Security Documents**") having been provided and/or duly executed:

(a) the share charge of even date (the "**Share Charge I**") executed by the Borrower in favour of the Lender charging 298,092,515 shares to be held, owned or acquired by the Borrower in the Listed Company upon completion of the First Acquisition (the "**Charged Shares I**"), representing up to approximately 53.77% of the entire issued share capital of the Listed Company;

(b) the share charge of even date (the **"Share Charge II**") executed by the Borrower in favour of the Lender charging up to 117,657,484 shares to be held, owned or acquired by the Borrower in the Listed Company in the Offer (the "**Charged Shares II**"), representing approximately up to 21.23% of the entire issued share capital of the Listed Company; and

(c) such additional security as may be mutually agreed in writing by the Borrower and the Lender from time to time.

(Share Charge I and Share Charge IIare collectively referred to as the "**Share Charges**"; Charged Shares I and Charged Shares II, are collectively referred to as the "**Charged Shares**").

(d) there having been deposited with the Lender, post dated cheques for payment of monthly interest and repayment of the Facility in accordance with the amounts and dates set out in Schedule 1;

(e) the personal guarantee (the **"Guarantee I")** of even date provided and signed by Mr. Chen Jixiang (the **"Guarantor I")** in favour of the Lender in connection with the Facility;

(f) the personal guarantee (the **"Guarantee II")** of even date provided and signed or to be provided and signed by Ms. Zhao Chuanrong (the **"Guarantor II")** in favour of the Lender in connection with the Facility;

(Guarantee I and Guarantee II are collectively referred to as the "**Guarantees**" and Guarantor I and Guarantor II are collectively referred to as the "**Guarantors**")

(g) certified true copies of the resolutions of all directors of the Borrower and the resolutions of the sole director and shareholder of the corporate shareholder of the Borrower (if any), authorising the transactions contemplated under this Facility Agreement and the Share Charges, together with all other documents required in connection with the Facility;

(h) the opening by the Borrower of a sub account with the Lender and the placement therein of any balance of the Deposit unused or leftover from the payment of the consideration for the Acquisitions and related fees together with the balance of any amounts of the Facility drawdown but unused for the Offer. Such amount deposited shall be used to settle outstanding interests due from time to time on the actual outstanding amount of the Facility.

6A. **Conditions to the first Actual Drawdown**

i. The Borrower shall deliver, or procure the delivery of, Guarantee II duly executed by the Guarantor II to the Lender, in form and substance satisfactory to the Lender, as a condition precedent to the first Actual Drawdown. Notwithstanding any other provision of this Agreement, the Lender shall have no obligation to fund the first Actual Drawdown until it has received the original Guarantee II, properly signed and witnessed.

6B. **Conditions to the continual availability of the Facility**

i. The Charged Shares I shall promptly be deposited in the Margin Account upon the completion of the First Acquisition and remain deposited therein throughout the term of the Facility;

ii. The Charged Shares II shall promptly be deposited by the Borrower in the Borrower's Margin Account as collaterals for the Facility under the Share Charge II immediately after the Charged Shares II are acquired in the Offer and shall remain deposited therein throughout the term of the Facility;

iii. The Borrower shall deliver the certified true copies of the minutes of the board meeting and shareholders' meeting of the Borrower authorising the transactions

contemplated under this Facility Agreement and the Share Charges, together with all other documents required in connection with the Facility within 21 days from the date of this Facility Agreement; and

iv. the Borrower having engaged Kingston Securities Limited as its placing agent for those shares of the Listed Company which may be required to be placed out to independent third parties to maintain a public float to the extent that the completion of the Offer results in the non-compliance of the public float requirements pursuant to the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited.

Without affecting the Lender's other rights and in the event that the aforesaid Charged Shares are not deposited with the Lender in accordance with Clause 6B(i) and Clause 6B(ii) hereinabove and the Borrower fails to deliver the certified true copies of the minutes of the board meeting and shareholders' meeting of the Borrower in accordance with Clause 6B(iii) and the Borrower fails to engage Kingston Securities Limited as its placing agent in accordance with Clause 6B(iv) hereinabove, the then outstanding amount of the Facility (including all the outstanding principal amount, accrued interests and fees/charges) shall become immediately due and payable.

7. Interest

Interest for the Facility shall be charged on the outstanding amount of the Facility from time to time at the rate of twelve per cent (12%) per annum and shall be due and payable by the Borrower monthly in arrears on the first business day of each calendar month.

For the avoidance of doubt, the whole of the principal amount of the Facility shall be deemed to have been drawn down immediately after the execution of this Facility Agreement (regardless whether there is any Actual Drawdown) until the final closing of the Offer, from which the interest shall be calculated based on the outstanding principal of the Facility. All the accrued interest from the date of the Deemed Drawdown shall be due and payable by the Borrower monthly in arrears and shall be received by the Lender on the first business day of each calendar month.

8. Default Interest

Interest shall be charged (both before and after judgement) on any outstanding amount of the Facility or any other amount under this Facility Agreement due but unpaid at a rate of twenty-four per cent (24%) per annum from time to time and shall be compounded (both before and after judgement) in accordance with the Lender's usual practice.

9. Interest Calculation

Interest shall accrue from day to day and be calculated on the basis of actual number of days elapsed over a year of 365 days.

10. Payments

i. All payments by the Borrower hereunder shall be made in immediately available funds free and clear of any withholdings or deductions for any present or future taxes, imposts, levies, duties or other charges. In the event that the Borrower is required by law to make any such deduction or withholding from any amount paid, the Borrower shall pay to the Lender such additional amount as shall be necessary so that the Lender continues to receive a net amount equal to the full amount which it would have received if such withholding or deduction had not been made.

ii. All payments shall be made in the currency or currencies in which the relevant amounts advanced to the Borrower are denominated (the "**Appropriate Currency**"), unless otherwise previously agreed by the Lender in writing. If, for any reason, the Lender receives an amount in any other currency then such payment shall take effect as a payment to the Lender of the amount in the Appropriate Currency which the Lender is able to purchase (after deduction of any relevant costs) with the amount of the payment so received in accordance with the Lender's usual practice and the Borrower shall indemnify the Lender against any shortfall on demand in writing. Until such shortfall is repaid to the Lender, such shortfall shall form part of the sums owed hereunder to the Lender and bear interest accordingly. Any shortfall not paid on demand shall bear default interest in accordance with Clause 8 of this Facility Agreement.

iii. All payments by the Borrower shall be made by bank transfer or delivery to the Lender a cashier order or cheque payable to the Lender or to its order and drawn on a licensed bank in Hong Kong and shall be received by the Lender and with sufficient proof of good fund not later than 3:00 p.m. (Hong Kong time) on the due date or the relevant date of prepayment.

11. Anti-Dilution

Without affecting any of the Lender's rights under this Facility Agreement, the economic or financial effect of the Charged Shares or the security interest for this Facility Agreement shall not be affected by any subdivision, consolidation or change of the classification in the Charged Shares, or any of them or by any company whose shares form all or part of the Charged Shares reorganised or amalgamated with any company or by further issue of equity or equity derivatives or grant of options by the Listed Company or by raising of further debts by the Listed Company. If the economic or financial effect of the Charged Shares or the security interest is so affected by any incident described above, the Lender can at its absolute discretion demand for immediate repayment of the Facility.

12. Assignment

i. The Facility shall be binding upon and enure for the benefit of, the Lender and the Borrower and their respective successors.

ii. The Borrower shall not assign or transfer any of its rights or obligations under the Facility.

iii. The Lender may assign all or any part of its rights or benefits or transfer all or any part of its obligations under the Facility or other document referred to herein to any one or more banks or financial institutions or other persons (each an "**Assignee**") without the consent of the Borrower.

iv. If the Lender assigns all or any part of its rights or benefits or transfers all or any part of its obligations as provided in Clause 12(iii) hereof all relevant references in the Facility to the Lender shall thereafter be construed as a reference to the Lender and/or the Assignee(s) to the extent of their respective interests and, in the case of a transfer of all or part of the Lender's obligations, the Borrower shall thereafter look only to each Assignee in respect of that proportion of the Lender's obligations as corresponds to the obligations transferred to and assumed by such Assignee.

v. The Lender may disclose on a confidential basis to a potential Assignee or to any other person who may propose entering into contractual relations with the Lender in relation to the Facility such information about the Borrower as the Lender shall consider appropriate.

13. Events of Default

The parties agree and acknowledge that the Lender shall have a right to demand immediate repayment by the Borrower of the total outstanding amount under the Facility and the interest and all other sums payable thereon, and to exercise and enforce its rights under the Security Documents in the manner as it thinks fits in any of the following events (each an "**Event of Default**"):-

i. the application of all or part of the Facility is contrary to the purpose set out in Clause 5 of this Facility Agreement; or

ii. the non-payment when due of any proceeds of the Facility, interest, fees, charges or any other amounts due hereunder; or

iii. any breach by the Borrower of any of the terms and conditions of this Facility Agreement, in particular, Clause 6A and Clause 6B of this Facility Agreement, or any of the Share Charges; or

iv. any breach by the Guarantors of any of the terms and conditions of the Guarantees; or

v. if any of the Borrower's representation, warranty, undertaking or statement made in this Facility Agreement or any incidental document is not completed with or is found to have been incorrect in any respect; or

vi. any distress, levy or execution, appointment of liquidator, receiver, trustee or similar official is made or threatened against the Borrower

and/or the Listed Company; or

vii. a petition is presented or a proceeding is commenced or an order is made or an effective resolution is passed for (i) the winding-up, insolvency, administration, reorganisation, reconstruction, dissolution or bankruptcy (as the case may be) of the Borrower and/or the Listed Company unless it has been discharged or set aside within five (5) business days of presentment; or (ii) the appointment of a liquidator, receiver, administrator, trustee or similar officer of the Borrower and/or the Listed Company of all or any substantial part of his/its business or assets; or

viii. if the Borrower and/or the Listed Company shall convene a meeting of, or propose to enter into, any arrangement or composition for the benefit of creditors generally; or

ix. all or any of the collateral securities given herein has or have for any reasons whatsoever become void or unenforceable; or

x. this Facility Agreement or any of the Security Documents are set aside for whatever reasons, or any provision hereof or thereof ceases for any reason to be in full force and effect or is terminated or jeopardised or becomes invalid or unenforceable or if there is any dispute regarding the same or if there is any purported termination of the same or it becomes impossible or unlawful for the Borrower or any other party thereto to perform any of its obligations thereunder or for the Lender to exercise all or any of its rights, powers and remedies thereunder; or

xi. any adverse change in the business, operation, finance position or any other part of the Listed Company and its subsidiaries as a whole which in the Lender's reasonable opinion may affect the value of the Charged Shares; or any adverse change in the business, operation, financial position or any other part of the Borrower which in the Lender's reasonable opinion may affect the ability of the Borrower to perform the Borrower's obligations under this Facility Agreement and/or any of the Security Documents; or

xii. the Lender receives notice or has reasonable cause to believe that the shares of the Listed Company are to be delisted from the Stock Exchange; or

xiii. trading in shares of the Listed Company shall be suspended for any reason whatsoever (except by reason of the Offer) for a continuous period of more than fifteen (15) trading days on the Stock Exchange; or

xiv. the Charge Shares I constitute less than 53.77% of the entire issued share capital of the Listed Company; or

xv. after the seventh (7th) business day following the close of the Offer, the

closing price of the shares of Listed Company for any trading day as quoted by the Stock Exchange is equal to or falls below an amount such that the loan to value ratio reaches 70% (the "**EOD Price**").

14. Representation and Warranties

i. The Borrower represents and warrants to the Lender that at the date of this Facility Agreement:

(a) the Borrower has not incurred any substantial liability except under this Facility Agreement and the Security Documents to which the Borrower is a party;

(b) the Borrower has full power, authority and legal right to enter into and engage in the transactions contemplated under this Facility Agreement and the Security Documents to which the Borrower is a party and has taken and obtained all necessary action, licence, approval and consents to authorise the execution, delivery and performance of this Facility Agreement and the Security Documents to which the Borrower is a party;

(c) this Facility Agreement constitutes, and the Security Documents to which the Borrower is a party when executed will constitute, legal, valid and binding obligations of the Borrower enforceable in accordance with their respective terms;

(d) neither the execution of this Facility Agreement and the Security Documents to which the Borrower is a party, nor the performance by the Borrower of any of its obligations or the exercise of any of its rights hereunder or thereunder, will conflict with or result in a breach of any law, regulation, judgment, order, authorisation, agreement or obligation applicable to it, or cause any limitation placed on it or on the powers of its director, to be exceeded or result in the creation or oblige the Borrower to create a charge in respect of any of its property or assets except in favour of the Lender or pursuant to the Security Documents to which the Borrower is a party;

(e) all authorisations required from any governmental or other authority or creditors of the Borrower for or in connection with the execution, validity and performance of this Facility Agreement and the Security Documents to which it is a party have been obtained and are in full force and effect or, by the date on which the notices of drawing is given, will have been obtained and be in full force and effect;

(f) no litigation, arbitration or administrative proceeding is currently taking place or pending or threatened in writing against the Borrower or any of its assets or revenues;

(g) the Borrower is not in default under any law, regulation, judgment,

order, agreement or obligation applicable to it or its assets or revenues, the consequences of which could materially and adversely affect its business or financial condition or its ability to perform its obligations under this Facility Agreement or the Security Documents to which it is a party;

(h) the shares of the Borrower are not subject to any encumbrance;

(i) all financial and other information supplied to the Lender by or on behalf of the Borrower in connection with this Facility Agreement and the transactions contemplated hereunder is and will be complete and accurate in all material respects and not misleading; and

(j) the Charged Shares, upon being acquired by the Borrower in the Acquisition and/or the Offer, will not be subject to any mortgage, charge, claim, equitable interest, lien, option, pledge, security interest, right of first refusal, right to acquire, hypothecation, title retention, right of set-off, counterclaim, trust arrangement or similar restriction of any kind (including any restriction on use, voting, transfer, receipt of income, or exercise of any other ownership interest).

ii. The Borrower also represents and warrants to and undertakes with the Lender that the foregoing representations and warranties will be true and accurate throughout the continuance of this Facility Agreement with reference to the facts and circumstances subsisting from time to time.

15. Undertakings by the Borrower

The Borrower undertakes with the Lender that, throughout the continuance of this Facility Agreement and/or so long as any moneys are owing hereunder:

i. it will ensure that its obligations hereunder rank at all times at least *pari passu* with all its other present or future unsecured and unsubordinated obligations, and with the exception of indebtedness and such other obligations mandatorily preferred by law and not by contract;

ii. it will obtain, maintain in full force and effect, and comply in all respects with any conditions imposed in connection with, every authorisation of governmental or public bodies or courts, and do, or cause to be done, all other acts and things, which may from time to time be necessary under applicable law for the continued due performance of its obligations hereunder;

iii. it shall, as soon as reasonably practicable after reasonable demand by the Lender, and entirely at his own costs and expenses, make, execute, do, perform and provide all such further acts and documents as the Lender shall reasonably require to perfect the security afforded or created by this Facility Agreement and/or to give full effect to any provision of this Facility Agreement;

iv. punctually pay all sums due from it and otherwise comply with its obligations under this Facility Agreement and all the Security Documents to which it is a party;

v. the Charged Shares, upon being acquired by the Borrower in the Acquisitions and/or the Offer, are not subject to any mortgage, charge, claim, equitable interest, lien, option, pledge, security interest, right of first refusal, right to acquire, hypothecation, title retention, right of set-off, counterclaim, trust arrangement or similar restriction of any kind (including any restriction on use, voting, transfer, receipt of income, or exercise of any other ownership interest), save as the Share Charges as stated in this Facility Agreement;

vi. the Borrower will not create or permit to subsist any encumbrance on the whole or any part of the respective present or future assets of the Borrower except for the following:

(a) encumbrances created with the prior written consent of the Lender;
(b) liens arising by operation of applicable laws;
(c) encumbrances already existing and disclosed to the Lender by this Facility Agreement and the Security Documents;

vii. if the Borrower creates or permits to subsist any encumbrance contrary to the above, all the obligations of the Borrower hereunder shall be automatically and immediately secured upon the same assets equally and rateably with the other obligations secured thereon; and

viii. in the event after the seventh (7th) business day following the close of the Offer, the closing price of the shares of the Listed Company for any trading day as quoted on the Stock Exchange falls below or is equal to HK$0.36 per share of the Listed Company but is higher than HK$0.210 per share of the Listed Company (the "Alert Price"), the Borrower shall, within 5 calendar days from having first hit such Alert Price, repay part of the amount under the Facility and/or other security acceptable to the Lender in its absolute discretion with the Lender such that the loan to value ratio shall not be more than fifty per cent (50%). If no payment or top-up is made by the Borrower within such 5 calendar days period, the Lender shall have the right to sell the Charged Shares I and Charged Shares II and to apply the net proceeds therefrom for part or full repayment of the outstanding amount of the Facility;

ix. in event of default, it shall ensure that the Lender shall have the right of priority to realise/dispose of all the shares issued by the Listed Company held by the Borrower in its account with the Lender and additional shares to be subscribed, acquired or received by the Borrower in the future, including but not limited to the Charged Shares, over all other creditors or interested parties, if any. The Borrower will indemnify and keep the Lender indemnified should such right of priority be exercised by the Lender in relation to the shares

currently held by the Borrower either in the Borrower's name or other accounts under its control, if any;

x. to assign and/or subordinate to the Lender all amounts due from the Listed Company to the Borrower following completion of the Offer and from time to time; and

xi. The Borrower and each Guarantor shall, and shall procure that the Listed Company shall:

(a) not enter into, agree to enter into, or propose any transaction (whether a single transaction or a series of transactions, whether related or not and whether voluntary or involuntary) which constitutes or would reasonably be expected to constitute:

(i) a "notifiable transaction", "major transaction", "disclosable transaction", "very substantial acquisition", "very substantial disposal", "reverse takeover", "extreme transaction" or "share transaction" (each as defined in the Listing Rules); or

(ii) any other transaction which, under the Listing Rules or any other applicable listing rules or regulatory requirements applicable to the Listed Company, requires any announcement, circular, shareholders' approval, notification to or consent from any stock exchange or regulator, or any other form of public disclosure or filing;

without the prior written consent of the Lender (such consent not to be unreasonably withheld or delayed, provided that the Lender may impose such conditions as it reasonably considers necessary to protect its position under the this Facility Agreement); and

(b) promptly notify the Lender in writing of any proposed transaction of the kind described in paragraph (a) above, providing full details of the transaction (including the terms, consideration, percentage ratios (where available), anticipated announcement date and any circular or shareholders' meeting timetable) sufficiently in advance to enable the Lender to consider whether to give its consent.

16. Governing Law and Jurisdiction

This Facility Agreement shall be governed by and construed in all respects in accordance with the laws of the Hong Kong Special Administrative Region of the People's Republic of China ("**Hong Kong**"). The Borrower hereby irrevocably submits to the non-exclusive jurisdiction of the Hong Kong courts.

17. No Waiver

No waiver of any of the Lender's right or powers or any consent by the Lender shall be valid unless signed by the Lender in writing. No failure or delay by the Lender in

exercising any right, power or privilege hereunder shall operate as a wavier thereof, nor shall any single or partial exercise preclude any other rights, power or privilege. The rights and remedies provided herein are cumulative and not exclusive of any rights or remedies provided by law or any other rights the Lender may have.

18. Lender's Certificate

A certificate in writing signed by the manager or other duly authorised officer of the Lender stating the amount at any particular time due and payable to the Lender by the Borrower in respect of the Facility or any part thereof or otherwise under this Facility Agreement shall save for manifest error be conclusive and binding against the Borrower.

19. Indemnities

The Borrower shall indemnify the Lender on demand against all direct and foreseeable losses, liabilities, damages, costs and expenses reasonably incurred by it in the execution and performance of any of the terms and conditions of this Facility Agreement (other than by reason of bad faith default or negligence by the Lender) and against all actions, proceedings, claims, demands, costs, charges, losses, liabilities and expenses which are incurred or sustained in respect of the non-performance or non-observance of any of the undertakings and agreements on the part of the Borrower contained in this Facility Agreement or the termination of the Facility (other than by reason of bad faith default or negligence by the Lender).

20. Notice and Service of Proceedings

i. Any notice or other communication given or made under or in connection with the matters contemplated by this Facility Agreement shall be in writing.

ii. Any such notice or other communication shall be addressed as provided in Clause 20(iii). All such notice or other communication from the Borrower shall be irrevocable, and shall not be effective until received by the Lender. All such notice or other communication from the Lender shall be deemed to have been duly given or made as follows:

(a) if sent by personal delivery, upon delivery at the address of the relevant party;

(b) if sent by post, two (2) days after the date of posting; and

(c) if sent by facsimile, when despatched subject to the receipt by the sender of confirmation of uninterrupted transmission.

iii. The relevant addressees and address of the Lender and the Borrower respectively are:

Name of party	Address

Lender
Kingston Securities Limited

72/F, The Center, 99 Queen's Road Central, Central, Hong Kong

Attn: Mr. CHAN, Ka Ho

Borrower
Max Premier Limited

Suite 6807-08, 68/F.
Central Plaza
18 Harbour Road
Wan Chai
Hong Kong

Attn: Mr. Chen Jixiang

21. Severability

If any provision of this Facility Agreement is prohibited or unenforceable in any jurisdiction such prohibition or unenforceability shall not invalidate the remaining provisions hereof or affect the validity or enforceability of such provision in any other jurisdiction.

22. Contracts (Rights of Third Partics) Ordinance

Unless expressly provided to the contrary in this Facility Agreement, a person who is not a party to this Facility Agreement shall have no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong).to enforce any of the terms of this Facility Agreement, and whether so provided in this Facility Agreement or not, no consent of third party is required for the amendment to (including the waiver or compromise of any obligation), rescission of or termination of this Facility Agreement.

23. Independent legal advice

The Borrower is advised to seek independent legal advice in relation to its/his obligations and liabilities under this Facility Agreement and the Security Documents to which the Borrower is a party before entering into this Facility Agreement and the Security Documents.

24. Counterparts

This Facility Agreement may be executed in any number of counterparts all of which, taken together, shall constitute one and the same agreement. Any party may enter into this Facility Agreement by executing any such counterpart.

We trust that the above terms and conditions are acceptable to you. Please signify your acceptance of the Facility upon the terms and conditions of this Facility Agreement by

counter signing this Facility Agreement and returning the duplicate copy letter to us by no later than seven (7) days from the date hereof. In the absence of our written agreement to the contrary, if we do not receive the duly signed acceptance and copy letter by such time and date, this offer shall automatically lapse.

Schedule 1

Repayment Schedule

Date of Cheque	Amount (HK$)	Nature of Payment
30-Sep-26	32,877	Interest
30-Oct-26	1,019,178	Interest
30-Nov-26	986,301	Interest
31-Dec-26	1,019,178	Interest
30-Jan-27	1,019,178	Interest
28-Feb-27	920,548	Interest
30-Mar-27	1,019,178	Interest
30-Apr-27	986,301	Interest
30-May-27	1,019,178	Interest
30-Jun-27	986,301	Interest
31-Jul-27	1,019,178	Interest
31-Aug-27	1,019,178	Interest
30-Sep-27	986,301	Interest
30-Oct-27	1,019,178	Interest
30-Nov-27	986,301	Interest
30-Nov-27	100,000,000	Principal

Yours faithfully,

For and on behalf of
Kingston Securities Limited

Authorised Signature
Name: CHAN Ka Ho
The Lender

We accept the terms contained herein.
For and on behalf of
Max Premier Limited

For and on behalf of
MAX PREMIER LIMITED

Authorised Signature(s)
Authorised Signature
Name: Chen Jixiang (陳繼祥)
The Borrower

Acknowledged by:

Name: Chen Jixiang (陳繼祥)
Guarantor I

ZHAO
Name: Zhao Chuanrong (赵传荣)
Guarantor II