

Dated 22 May 2025

LAW MING YIK

and

WANG XINLONG

LOAN AGREEMENT

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THIS AGREEMENT (the “**Agreement**”) is made on the 22 day of May 2025

BETWEEN:

- (1) **LAW MING YIK**, Holder of Hong Kong Identity Card No. Z984200(5), an individual with the residential address at Block B, Phoenix Court, No. 272 Shan Pui Tsuen, Yuen Long, New Territories, Hong Kong (the “**Lender**”);
- (2) **WANG XINLONG**, Holder of PRC Passport No. EK3239760, an individual with the residential address at Unit A on 20th floor, Wing Cheong Building, No. 251 Reclamation Street, Kowloon, Hong Kong (the “**Borrower**”),

(the Lender and the Borrower are hereinafter collectively referred to as “**Parties**” and a “**Party**” means any one of them)

IT IS HEREBY AGREED:

1. INTERPRETATION

1.1 Definitions

In this Agreement, unless the context requires otherwise:

“**Banking Day**” means a day (excluding Saturday) on which banks are open for all forms of normal commercial banking business in Hong Kong;

“**Charge**” means (a) any mortgage, charge, pledge, lien, Encumbrance, hypothecation or other security interest or security arrangement of any kind; (b) any arrangement whereby any rights are subordinated to any rights of any third party; and (c) any contractual right of set-off;

“**Encumbrance**” means any mortgage, charge, pledge, lien, hypothecation or other encumbrance, priority or security interest, deferred purchase, title retention, leasing, sale-and-repurchase or sale-and-leaseback arrangement whatsoever over or in any property, assets or rights of whatsoever nature and includes any agreement for any of the same and “**Encumber**” shall be construed accordingly;

“**Event of Default**” means any event specified as such in Clause 10;

“**Hong Kong**” means the Hong Kong Special Administrative Region of the PRC;

“**Hong Kong Charged Shares**” means 25,563,000 ordinary shares of HK\$0.1 each in the issued share capital of Yufengchang Holdings Limited (the “**Company**”) held by Hong Kong Yufengchang Co., Limited, a company incorporated under the laws of Hong Kong (“**Hong Kong Yufengchang**”), at the date of this Agreement according to the provisions of this Agreement.

“**Hong Kong Share Charge**” means deed of Share Charge, substantially in a form as attached in Appendix 2, to be executed by Hong Kong Yufengchang in favour of the Lender over the Hong Kong Charged Shares securing the obligations of the Borrower

under this Agreement;

“Hong Kong Dollars” and **“HK\$”** mean the lawful currency for the time being of Hong Kong;

“Loan” means the aggregate principal amount of HK\$5.5 million (Hong Kong Dollars five million five hundred thousand) made available by the Lender to the Borrower under this Agreement;

“Notification Letter” means a notification letter, substantially in the form as attached in Appendix 1, to be executed by Hong Kong Yufengchang and the Borrower respectively to notify the Company and of its entry into the Hong Kong Share Charge regarding and deposit of the share certificate (if applicable) of the Hong Kong Charged Shares with the Lender;

“Repayment Date” means a date on which the Borrower must repay the Loan and interest accrued in accordance with Clause 4.1;

“subsidiary” in relation to any company means any other company or other entity directly or indirectly under the control of the first-mentioned company; and for these purposes **“control”** means ownership of more than fifty percent (50%) of the voting share capital, registered capital or equivalent right of ownership of such company or entity, or power to direct its policies and management whether by contract or otherwise and **“holding company”** in relation to any company means the company of which such last mentioned company is a subsidiary; and

“Term” has the meaning ascribed to it in Clause 4.1.

1.2 Construction

In this Agreement, unless the context requires otherwise, any reference to:

an **“authorisation”** includes any approvals, consents, licences, permits, franchises, permissions, registrations, resolutions, directions, declarations and exemptions;

“indebtedness” includes any obligation of any person for the payment or repayment of money, whether present or future, actual or contingent including but not limited to any such obligation:

- (a) under or in respect of any acceptance, bill, bond, debenture, note or similar instrument;
- (b) under or in respect of any guarantee, indemnity, counter-security or other assurance against financial loss;
- (c) in respect of the purchase, hire or lease of any asset or service; or
- (d) in respect of any indebtedness of any other person whether or not secured by or benefitting from a Charge on any property or asset of such person;

“**law**” and/or “**regulation**” includes any constitutional provisions, treaties, conventions, statutes, acts, laws, decrees, ordinances, subsidiary and subordinate legislation, orders, rules and regulations having the force of law and rules of civil and common law and equity;

an “**order**” includes any judgment, injunction, decree, determination or award of any court, arbitration or administrative tribunal;

a “**person**” includes any individual, company, body corporate or unincorporated entity or other juridical person, partnership, firm, joint venture or trust or any federation, state or subdivision thereof or any government or agency thereof;

“**tax**” includes any tax, levy, duty, charge, impost, fee, deduction or withholding of any nature now or hereafter imposed, levied, collected, withheld or assessed by any taxing or other authority and includes any interest, penalty or other charge payable or claimed in respect thereof and “**taxation**” shall be construed accordingly.

1.3 **Successors and Assigns**

The expressions “**Borrower**” and “**Lender**” shall where the context permits include their respective successors and permitted assigns and any persons deriving title under them.

1.4 **Miscellaneous**

In this Agreement, unless the context requires otherwise, references to statutory provisions shall be construed as references to those provisions as replaced, amended, modified or re-enacted from time to time; words importing the singular include the plural and vice versa and words importing a gender include every gender; references to this Agreement or any security document shall be construed as references to such document as the same may be amended or supplemented from time to time; unless otherwise stated, references to Clauses and Appendices are to clauses of and appendices to this Agreement. Clause headings are inserted for reference only and shall be ignored in construing this Agreement.

2. **THE LOAN**

2.1 **Loan Amount and Use of Proceeds**

Subject to the provisions of this Agreement, the Lender agrees to lend the Loan to the Borrower and the Borrower agrees to borrow the Loan from the Lender. The total Loan amount shall be HK\$5,500,000, of which HK\$1,700,000 shall be applied exclusively for the purpose of releasing all existing encumbrances over the Hong Kong Charged Shares, and the remaining balance of HK\$3,800,000 shall be used solely for the general working capital purposes of the Company. The Borrower shall not use any portion of the Loan for any other purpose without the prior written consent of the Lender.

2.2 **Conditions Precedent**

The Lender shall not be obliged to advance the Loan to the Borrower unless it shall have received:

- (a) this Agreement duly executed by the Borrower;
- (b) the Hong Kong Share Charge in respect of the Hong Kong Charged Shares duly executed by Hong Kong Yufengchang (and any documents referred to therein as requiring execution by Hong Kong Yufengchang);
- (c) resolutions of the board of directors of Hong Kong Yufengchang entering into and approving the provision of the security documents to which it is one of the parties, (B) authorising a person or persons to execute any of the security documents to which it is one of the parties;
- (d) the Notification Letters duly signed by the Borrower and Hong Kong Yufengchang respectively; and
- (e) such other documents as the Lender may reasonably require.

2.3 Condition Subsequent

The Borrower shall produce the following documents within 30 days from the date of this Agreement:

- (a) certified copy of the certificate of incorporation, memorandum and articles of association, and all other constitutional documents of Hong Kong Yufengchang;
- (b) a list of the directors and officers or other authorized persons of Hong Kong Yufengchang signing any of the Security documents to which it is a party, with their specimen signatures;
- (c) certified copy of the register of members and register of directors of Hong Kong Yufengchang and its shareholdings (if applicable).

2.4 Form of Documents and Evidence

All the documents and evidence referred to in Clauses 2.2 and 2.3 shall be in form and substance satisfactory to the Lender. Copies required to be certified shall be certified in a manner satisfactory to the Lender by a director or responsible officer of the Borrower or other party concerned.

2.5 Drawdown and Post-Drawdown Obligations

Subject to the due fulfillment of all the conditions precedent set forth in Clauses 2.2 and 2.3, the Lender shall within one (1) Banking Day from the date of such fulfillment make the Loan available to the Borrower by remitting the Loan amount to the following bank account:

Bank Name:	Bank of China
Company name:	Wing Ko Petroleum Chemistry (China-Hong Kong) Limited
Account number:	012-614-1-003203-0

3. INTEREST

- 3.1 Interest shall be payable by the Borrower to the Lender on the Loan at the rate of 15% per annum, which shall be payable upon expiry of the Term (as defined below) subject to an early repayment of the Loan in accordance with Clause 4.
- 3.2 Interest shall accrue from day to day and shall be calculated on the basis of the actual number of days elapsed. When interest is required to be calculated, it will be calculated on the basis of thirty (30) days a month and, in the case of an incomplete month, the number of days lapsed.

4. TERM AND EXCLUSIVITY

4.1 Term and Repayment

The Borrower shall repay the Loan in full together with all interest accrued thereon in Hong Kong Dollars on the earliest of:

- (a) the date falling on the 5 (five) calendar months from the date on which the Loan is made available to the Borrower (the “**Term**”); or
- (b) immediately upon receipt of a written notice from the Lender upon the happening of any Event of Default; or
- (c) such other date as agreed by the Parties.

The Loan and the interest accrued thereon shall be repaid directly by the Borrower to the Lender in full without the involvement of any third party. The Borrower further undertakes and warrants that all funds used for repayment shall be derived from legitimate sources and in compliance with all applicable anti-money laundering laws and regulations.

4.2 Exclusivity

The Borrower undertakes that it will not during the Term of this Agreement:

- (a) sell, transfer, Encumber or dispose of any equity interest in the Company or any of its subsidiaries;
- (b) issue any shares or convertible notes of the Company to grant to any person any option, right which may be converted into shares of the Company;
- (c) solicit, initiate or encourage submission of proposals or offers (including by way of scheme of arrangement) for the issue, sale and transfer of any equity interests in the Company, its assets and undertakings from any person other than the Lender;
- (d) discuss or negotiate with any person other than the Lender for the issue, sale and transfer of any equity interests in the Company, its assets and undertakings (or any of them); and

- (e) provide information to any person other than the Lender in response to, or cooperate with, assist or participate in, any approach, proposal, potential offer, offer, scheme of arrangement (including without limitation, taking any action to assist any person in obtaining any regulatory consents or approvals in connection with such proposal, potential offer or offer) in relation to the equity interest of the Company or its assets and undertakings (or any of them).

5. TAXES AND OTHER DEDUCTIONS

All sums payable by the Borrower under this Agreement shall be paid in full without set-off or counterclaim or any restriction or condition and free and clear of any tax or other deductions or withholdings of any nature. If the Borrower or any other person is required by any law or regulation to make any deduction or withholding (on account of tax or otherwise) from any payment, the Borrower shall, together with such payment, pay such additional amount as will ensure that the Lender receives (free and clear of any tax or other deductions or withholdings) the full amount which it would have received if no such deduction or withholding had been required. The Borrower shall promptly forward to the Lender copies of official receipts or other evidence showing that the full amount of any such deduction or withholding has been paid over to the relevant taxation or other authority.

6. FEES AND EXPENSES

6.1 Expenses

The Borrower shall forthwith on demand pay to or reimburse the Lender for all costs, charges and expenses (including legal and other fees on a full indemnity basis and all other out-of-pocket expenses) incurred by it in connection with the negotiation, preparation and execution of this Agreement, the security documents and any other documentation or approval required in connection with the Loan or this Agreement.

6.2 Enforcement Costs

The Borrower shall from time to time forthwith on demand pay to or reimburse the Lender for all costs, charges and expenses (including legal and other fees on a full indemnity basis and all other out-of-pocket expenses) incurred by it in exercising any of rights or powers under this Agreement or any security document or in suing for or seeking to recover any sums due under this Agreement or any security document or otherwise preserving or enforcing its rights under this Agreement or any security document or in defending any claims brought against it in respect of this Agreement or in releasing or re-assigning any security document.

6.3 Taxes

The Borrower shall pay all present and future stamp and other like duties and taxes and all notarial, registration, recording and other like fees which may be payable in respect of this Agreement or any security document and shall indemnify the Lender against all liabilities, costs and expenses which may result from any default in paying such duties, taxes or fees.

7. PAYMENTS AND EVIDENCE OF DEBT

7.1 Payments by Borrower

All payments by the Borrower under this Agreement shall be made to the Lender in immediately available funds not later than 11:00 a.m. (Hong Kong time) on the relevant due date either (a) by delivery to the Lender of a bankers' draft payable to or to the order of the Lender (drawn on a bank in Hong Kong acceptable to the Lender) or (b) by direct credit transfer to such bank account of the Lender in Hong Kong as the Lender shall have notified to the Borrower in writing.

7.2 Allocation of Receipts

If any amount received by the Lender is less than the full amount due, the Lender shall have the right to allocate the amount received towards principal, interest and/or other sums owing under this Agreement as it considers appropriate.

7.3 Banking Days

If any sum would otherwise become due for payment by the Borrower on a non-Banking Day that sum shall become due on the immediately preceding Banking Day.

7.4 Evidence of Debt

Any statement of account purporting to show an amount due from the Borrower under this Agreement and signed as correct by the Lender shall, in the absence of manifest error, be conclusive evidence of the amount so due.

8. REPRESENTATIONS AND WARRANTIES

8.1 Representations and Warranties

The Borrower represents and warrants to the Lender that:

- (a) each of the Borrower and Hong Kong Yufengchang has full power, authority and legal right to own their respective property and assets;
- (b) each of the Borrower and Hong Kong Yufengchang has full power, authority and legal right to enter into and engage in the transactions contemplated by this Agreement and the security documents to which it/he is a party and has taken or obtained all necessary corporate and other action to authorise the execution and performance of this Agreement and the security documents to which it/he is a party;
- (c) this Agreement and the security documents to which any of the Borrower or Hong Kong Yufengchang is a party when executed and delivered will constitute legal, valid and binding obligations of the Borrower or Hong Kong Yufengchang enforceable in accordance with its terms;

- (d) neither the execution of this 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 and 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 the powers of its directors to be exceeded or result in the creation of or oblige any of the Borrower to create a Charge in respect of any of its/his property or assets;
- (e) Hong Kong Yufengchang is the registered and beneficial owner of the Hong Kong Charged Shares free and clear of all Encumbrances and has good and marketable title thereto;
- (f) no Charge exists over all or any part of the property, assets or revenues of the Company or any of its subsidiaries except as created by the security documents or liens arising by operation of law in the ordinary course of business or as previously disclosed in writing to the Lender;
- (g) neither the Company nor any of its subsidiaries has any indebtedness to any party except indebtedness arising in the ordinary course of its business or as previously disclosed in writing to the Lender;
- (h) all authorisations required from any creditors of the Borrower (if applicable) for or in connection with the execution, validity and performance of this Agreement and the security documents to which the Borrower is a party have been obtained and are in full force and effect;
- (i) all authorisations required from any creditors of Hong Kong Yufengchang for or in connection with the execution, validity and performance of the security documents to which Hong Kong Yufengchang is a party have been obtained and are in full force and effect;
- (j) it is not necessary in order to ensure the validity, enforceability or admissibility in evidence in proceedings of this Agreement or any of the security documents in Hong Kong or any other relevant jurisdiction that it or any other document be filed or registered with any authority in Hong Kong or elsewhere or that any tax be paid in respect thereof;
- (k) no litigation, arbitration or administrative proceeding is currently taking place or pending or, to the knowledge of the Borrower, threatened against the Borrower, Hong Kong Yufengchang, the Company or any of its subsidiaries or their respective assets; and
- (l) neither the Borrower, the Company, Hong Kong Yufengchang nor any of the Company's subsidiaries is (except as previously disclosed in writing to the Lender) in default under any law, regulation, judgment, order, authorisation, agreement or obligation applicable to it/him or its/his assets or revenues, the consequences of which default could materially and adversely affect the Company or the business or financial condition or its/his ability to perform its/his obligations under this Agreement and no Event of Default has occurred.

8.2 Exclusivity Representations and Warranties

The Borrower further represents and warrants that, prior to the date of this Agreement, it has not entered into any arrangements or agreements (whether oral or written or by conduct, and whether or not conditional) with any person relating to the acquisition of any equity interest of the Borrower, its assets and undertakings (or any of them).

8.3 Continuing Representation and Warranty

The Borrower also represents and warrants to and undertakes with the Lender that the foregoing representations and warranties in this Clause 8 will be true and accurate throughout the continuance of this Agreement with reference to the facts and circumstances subsisting from time to time.

8.4 Acknowledgment of Reliance

The Borrower acknowledges that the Lender has entered into this Agreement in reliance upon the representations and warranties contained in this Clause 8.

9. UNDERTAKINGS

9.1 Affirmative Undertakings

The Borrower undertakes and agrees with the Lender throughout the continuance of this Agreement and so long as any sum remains owing hereunder that the Borrower shall:

- (a) supply to the Lender, on request, such financial or other information relating to the Borrower, the Company and Hong Kong Yufengchang or any of the Company's subsidiaries as the Lender may from time to time reasonably request;
- (b) supply to the Lender at the time of issue, copies of all statements to the shareholders or to any class or creditors of the Company;
- (c) keep proper records and books of account in respect of the Company and its subsidiaries' business;
- (d) promptly inform the Lender of the occurrence of any Event of Default and any litigation, arbitration or administrative proceeding as referred to in Clause 8.1(k);
- (e) maintain the Company and each of its subsidiaries' corporate existence and conduct its business (and procure that its subsidiaries' businesses are conducted) in a proper and efficient manner and in compliance with all laws, regulations, authorisations, agreements and obligations applicable to it and them and pay or procure the payment of all taxes imposed on it or them when due;
- (f) procure that no amendment or supplement is made to the memorandum or articles of association or other constitutional documents of the Company or any of its subsidiaries;
- (g) maintain in full force and effect all such authorisations as are referred to in Clauses

8.1(h) to 8.1(i), and take immediate steps to obtain and thereafter maintain in full force and effect any other authorisations which may become necessary or advisable for the purposes stated therein;

(h) ensure that at all times:

(a) the claims of the Lender against it under this Agreement or any security documents to which it is a party rank (A) first in priority with respect to the assets which from time to time are, or are expressed to be secured thereunder (the “**Charged Property**”) senior in right of payment to any of its existing and future obligations expressly subordinated in right of payment to such claims and (B) as to any amount due in excess of the realisable value of the Charged Property, at least *pari passu* with the claims of all its other unsecured and unsubordinated creditors except for obligations mandatorily preferred by law applying to companies generally; and

(b) without prejudice to Clause 9.1(h)(a), the Borrower shall ensure that any and all security expressed to be created by the Borrower under any or all of the security documents enjoys the priority which such security is expressed to have; and

(i) punctually pay all sums due from it to the Lender and otherwise comply with its obligations under this Agreement.

9.2 Negative Undertakings

The Borrower undertakes and agrees with the Lender throughout the continuance of this Agreement and so long as any sum remains owing hereunder that the Borrower will not, and procure that the Company, Hong Kong Yufengchang and each of the Company’s subsidiaries will not, unless the Lender otherwise agrees in advance in writing:

- (a) merge or consolidate with any other entity or take any step with a view to dissolution, liquidation or winding-up;
- (b) purchase or redeem any of its issued shares or reduce its share capital or make a distribution of assets or other capital distribution to its shareholders or make a repayment in respect of any loans or other indebtedness owing to any of its shareholders;
- (c) issue any shares or securities;
- (d) declare or pay any dividend or make any other income distribution to its shareholders if any Event of Default has occurred and has not been remedied to the satisfaction of the Lender;
- (e) establish or acquire any subsidiary or invest in any other entity or provide financing to any person except by way of trade credit in the ordinary course of its business;
- (f) sell, transfer or otherwise assign, deal with or dispose of all or any part of its business or its assets or revenues, whether by a single transaction or by a number

of transactions whether related or not, except for good consideration in the ordinary course of its business;

- (g) create or attempt or agree to create or permit to arise or exist any Charge over all or any part of its property, assets or revenues except any possessory lien arising by operation of law in the ordinary course of its business and not in connection with the borrowing or raising of money or credit;
- (h) incur any other indebtedness except in the ordinary course of its business; and
- (i) enter into any agreement or obligation which might materially and adversely affect its financial or other condition.

9.3 Specific Undertakings

The Borrower undertakes and agrees with the Lender throughout the continuance of this Agreement and so long as any sum remains owing hereunder that the Borrower:

- (a) unless pursuant to the Hong Kong Share Charge or this Agreement, will not, and procure Hong Kong Yufengchang will not, offer, pledge, charge, sell, lend, lease, transfer, assign, deal with or otherwise dispose of, nor enter into any agreement to dispose of or otherwise create any options, rights, interests or Encumbrances in respect of all or any part of the Hong Kong Charged Shares and any securities derived from the Hong Kong Charged Shares;
- (b) by way of security and in order more fully to secure the performance of its obligations hereunder, will procure Hong Kong Yufengchang to deposit the share certificate(s) of the Hong Kong Charged Shares with the Lender pursuant to this Agreement.

10. EVENTS OF DEFAULT

10.1 Events of Default

Each of the following events shall be an Event of Default:

- (a) the Borrower fails to pay any sum payable under this Agreement or any security document to which it is a party when due or otherwise in accordance with the provisions of this Agreement;
- (b) the Borrower or any other party to any security document fails duly and punctually to perform or comply with any of its respective obligations or undertakings hereunder or thereunder and, in respect only of a failure which in the opinion of the Lender is capable of remedy and which is not a failure to pay money, does not remedy such failure to the Lender's satisfaction within seven (7) days (or such longer period as the Lender may agree in writing) after receipt of written notice from the Lender requiring it to do so;
- (c) any representation or warranty made or deemed to be made by the Borrower or any other party to any security document (excluding the Lender) in or in connection with this Agreement or any Security document proves to have been

incorrect or misleading;

- (d) the Borrower defaults or receives notice of default under any agreement or obligation relating to borrowing or any indebtedness of the Borrower becomes payable or capable of being declared payable before its stated maturity or is not paid when due or any Charge, guarantee or other security now or hereafter created by the Borrower becomes enforceable;
- (e) any of the authorisations referred to in Clauses 8.1(h) to 8.1(i) is not granted or ceases to be in full force and effect or is modified in a manner which, in the opinion of the Lender, might materially and adversely affect the business or financial condition of the Borrower or the ability of the Borrower to perform its obligations under this Agreement, or if any law, regulation, judgment or order suspends, varies, terminates or excuses performance by the Borrower of any of its obligations under this Agreement or purports to do any of the same;
- (f) any of the authorisations referred to in Clauses 8.1(h) to 8(i) is not granted or ceases to be in full force and effect or is modified in a manner which, in the opinion of the Lender, might materially and adversely affect the validity or enforceability of any Security document;
- (g) a creditor takes possession of all or any part of the business or assets of the Borrower or any execution or other legal process is enforced against the business or any asset of the Borrower and is not discharged within seven (7) days;
- (h) a petition is presented or a proceeding is commenced or an order is made or an effective resolution is passed for the winding-up, insolvency, administration, reorganisation, reconstruction, dissolution or bankruptcy of the Borrower or for the appointment of a liquidator, receiver, administrator, trustee or similar officer of the Borrower or of all or any part of its business or assets;
- (i) the Company stops or suspends payments to its creditors generally or is unable or admits its inability to pay its debts as they fall due or seeks to enter into any composition or other arrangement with its creditors or is declared or becomes bankrupt or insolvent;
- (j) the Company ceases or threatens to cease to carry on its business or any substantial part thereof or changes or threatens to change the nature or scope of its business or the Company disposes of or threatens to dispose of or any governmental or other authority expropriates or threatens to expropriate all or any substantial part of its business or assets;
- (k) any event which has an effect equivalent or similar to any of the events described in any of the above paragraphs occurs, mutatis mutandis, in relation to any subsidiary of the Company;
- (l) a petition is presented or a proceeding is commenced or an order is made or an effective resolution is passed for the winding-up, insolvency, administration, reorganisation, reconstruction, dissolution or bankruptcy of the Company or Hong Kong Yufengchang or for the appointment of a liquidator, receiver, administrator,

trustee or similar officer of the Company or Hong Kong Yufengchang or of all or any part of its business or assets;

- (m) there is any change of the shareholdings in or ownership or control (direct or indirect) of the Company or any of the subsidiaries of the Company;
- (n) the shareholder of the Company sells, transfers, pledges or otherwise dispose of any shares of the Company, whether directly or indirectly, or enters into any agreement to do so;
- (o) this Agreement or any security document 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 hereunder or thereunder or for the Lender to exercise all or any of its rights, powers and remedies hereunder or thereunder; and
- (p) any situation occurs which in the opinion of the Lender gives reasonable grounds to believe that a material adverse change in the business or financial condition or prospects of the Company or any of its subsidiaries or any other party to any security document (excluding the Lender) has occurred or that the ability of the Borrower or any such other person to perform its respective obligations hereunder or thereunder has been or will be materially and adversely affected.

10.2 Declarations

If an Event of Default has occurred and is not rectified to the Lender's satisfaction within five (5) Banking Days from occurrence of that event, the Lender may, by written notice to the Borrower declare the Loan, accrued interest and all other sums payable hereunder to be, whereupon they shall become, immediately due and payable without further demand, notice or other legal formality of any kind.

11. DEFAULT INTEREST

If the Borrower fails to pay any sum payable under this Agreement when due, the Borrower shall pay interest on such sum from and including the due date to the date of actual payment (as well after as before judgment) at a rate of 1.5% per month. Such interest shall accrue from day to day, shall be calculated on the basis of the actual number of days elapsed and shall be payable from time to time on demand.

12. INDEMNITIES AND SET-OFF

12.1 General Indemnity

The Borrower shall indemnify the Lender against all losses, liabilities, damages, costs and expenses which the Lender may incur as a consequence of any Event of Default or any other breach by the Borrower of any of its obligations under this Agreement or otherwise in connection with this Agreement.

12.2 Currency Indemnity

Hong Kong Dollars shall be the currency of account and of payment in respect of sums payable under this Agreement. If an amount is received in another currency, pursuant to a judgment or order or in the liquidation of the Borrower or otherwise, the Borrower's obligations under this Agreement shall be discharged only to the extent that the Lender may purchase Hong Kong Dollars with such other currency in accordance with normal banking procedures upon receipt of such amount. If the amount in Hong Kong Dollars which may be so purchased, after deducting any costs of exchange and any other related costs, is less than the relevant sum payable under this Agreement, the Borrower shall indemnify the Lender against the shortfall. This indemnity shall be an obligation of the Borrower independent of and in addition to its other obligations under this Agreement and shall take effect notwithstanding any time or other concession granted to the Borrower or any judgment or order being obtained or the filing of any claim in the liquidation, dissolution or bankruptcy (or analogous process) of the Borrower.

13. WAIVER AND SEVERABILITY

13.1 Time of the Essence

Time is of the essence of this Agreement but no failure or delay by the Lender in exercising any right, power or remedy hereunder shall impair such right, power or remedy or 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.

13.2 Rights Cumulative

The rights, powers and remedies herein provided are cumulative and do not exclude any other rights, powers and remedies provided by law.

13.3 Severability

If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity and enforceability of such provision under the law of any other jurisdiction, and of the remaining provisions of this Agreement, shall not be affected or impaired thereby.

14. MISCELLANEOUS

14.1 Entire Agreement

This Agreement and the documents referred to herein constitute the entire obligation of the Lender and supersede any previous expressions of intent or understandings in respect of this transaction.

14.2 Publicity

No announcement or other publicity in connection with this Agreement or relating in any way to the Loan shall be made or arranged except with the Lender's prior written

consent.

14.3 Counterparts

This Agreement may be executed in counterparts and by different parties on separate counterparts which when taken together shall be deemed to constitute one agreement.

14.4 Waivers and Amendments

Any waiver of any provision of this Agreement shall only be effective if made in writing. Any amendment of this Agreement shall only be effective if made in writing and signed by both parties.

15. ASSIGNMENT

15.1 The Borrower shall under no circumstance assign or otherwise transfer any of its rights and/or obligations hereunder.

15.2 The Lender may at its sole absolute discretion assign, transfer, novate or dispose of all or any part of its rights and/or obligations hereunder at any time.

16. Deemed Delivery

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

17. GOVERNING LAW AND JURISDICTION

17.1 Law and Jurisdiction

This Agreement and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of Hong Kong and each of the parties agrees that any legal action or proceeding arising out of or relating to this Agreement may be brought in the courts of Hong Kong and irrevocably submits to the non-exclusive jurisdiction of such courts.

17.2 No Limitation on Right of Action

Nothing herein shall limit the right of the Lender to commence any legal action against the Borrower and/or its property in any other jurisdiction or to serve process in any manner permitted by law, and the taking of proceedings in any jurisdiction shall not preclude the taking of proceedings in any other jurisdiction whether concurrently or not.

17.3 Waiver, Final Judgment Conclusive

The Borrower irrevocably and unconditionally waives any objection which it may now or hereafter have to the choice of Hong Kong as the venue of any legal action arising out of or relating to this Agreement. The Borrower also agrees that a final judgment against it

in any such legal action shall be final and conclusive and may be enforced in any other jurisdiction, and that a certified or otherwise duly authenticated copy of the judgment shall be conclusive evidence of the fact and amount of its indebtedness.

17.4 Waiver of Immunity

The Borrower irrevocably waives any immunity to which it or its property may at any time be or become entitled, whether characterised as sovereign immunity or otherwise, from any set-off or legal action in Hong Kong or elsewhere, including immunity from service of process, immunity from jurisdiction of any court or tribunal, and immunity of any of its property from attachment prior to judgment or from execution of a judgment.

17.5 Process Agent

The Borrower irrevocably appoints Yufengchang Holdings Limited (裕豐昌控股有限公司) at Section C of Lot No. 1345 in D.D.121, Yuen Long, New Territories, Hong Kong, to receive, for it and on its behalf, service of process in the proceedings in Hong Kong. Such service shall be deemed completed on delivery to the process agent (whether or not it is forwarded to and received by the Borrower). If for any reason the process agent ceases to be able to act as such or no longer has an address in Hong Kong, the Borrower irrevocably agrees to appoint a substitute process agent acceptable to the Lender, and to deliver to the Lender a copy of the new agent's acceptance of that appointment, within 30 days.

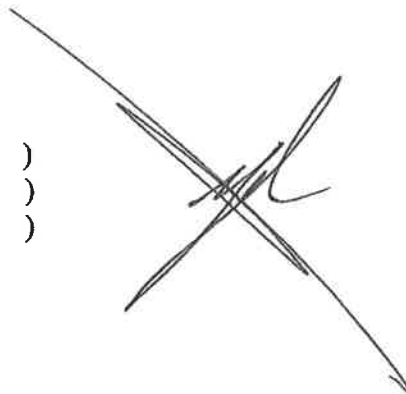
IN WITNESS WHEREOF this Agreement has been executed on the day and year first above written.

THE LENDER

SIGNED by **LAW MING YIK**

in the presence of:

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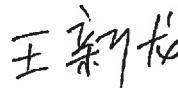


THE BORROWER

SIGNED by **WANG XINLONG**

in the presence of:

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Appendix 1

Form of Notification Letter

To: The Board of Directors
Yufengchang Holdings Limited
Section C of Lot No.1345 in D.D.121, Yuen Long,
New Territories, Hong Kong

22 May 2025

Dear Sirs

Re: 25,563,000 shares of the Company

22

We hereby notify you that each of us has executed a share charge on 22 May 2025 in favour of Mr. Law Ming Yik ("Mr. Law"), pursuant to which we have charged a total of 25,563,000 shares of the Company to Mr. Law and the share certificate (Certificate No.) thereof have been deposited with Mr. Law as security until the secured obligations are fully discharged.

Yours faithfully,

王新龍
WANG XINLONG

For and on behalf of
HONG KONG YUFENGCHANG CO., LIMITED
香港裕豐昌有限公司
王新龍
Authorized Signature(s)

WANG XINLONG
For and on behalf of
Hong Kong Yufengchang Co., Limited

Appendix 2 Deed of Share Charge

Appendix 2
Deed of Share Charge

