

補充協議  
**SUPPLEMENTARY AGREEMENT**

關於準備金提取至要約人證券戶口

**Regarding the Withdrawal of Reserve Fund to the Offeror's Securities Account**

本補充協議（「本協議」）由下列各方於 2026 年 1 月 14 日簽訂：

- 要約人：**大成國際控股有限公司，其註冊地址/通訊地址為香港新蒲崗太子道東 706 號太子工業大廈海德匯 24 樓 A27 室（「要約人」）；及
- 資金提供方：**朝盛投資有限公司，一家根據香港法律註冊成立的有限公司，其註冊辦事處位於 Unit 01, 7/F, Beautiful Group Tower, 74-77 Connaught Road Central, Hong Kong（「資金提供方」）。

（要約人與資金提供方合稱「各方」，單稱「一方」）。

**THIS SUPPLEMENTARY AGREEMENT** (this "Agreement") is made and entered into on this 14th day of January, 2026 BY AND BETWEEN:

- The Offeror:** Dacheng International Holdings Limited, of registered/correspondence address at Room A27, 24/F, Hyde Hub, Prince Industrial Building, 706 Prince Edward Road East, San Po Kong, Hong Kong (the "Offeror"); and
- The Financier:** SolarStone Investments Limited, a company incorporated in Hong Kong with limited liability, whose registered office is at Unit 01, 7/F, Beautiful Group Tower, 74-77 Connaught Road Central, Hong Kong (the "Financier").

(The Offeror and the Financier are hereinafter collectively referred to as the "Parties" and individually as a "Party").

鑑於：

- (A) 各方已於二零二六年一月十一日簽訂一份《全面要約融資協議》（「主協議」），內容關於為要約人就收購天任集團控股有限公司（股份代號：01429.hk）全部已發行股份而提出之全面要約（「要約」）提供融資。
- (B) 根據主協議，一筆金額為38,000,000港元之資金已作為準備金（「準備金」）預留。
- (C) 要約人現請求提取該筆準備金至其於朝盛資本有限公司（「朝盛資本」）開立之證券賬戶（賬戶號碼：6000001），而各方同意根據本協議訂明之條款及條件進行該項提取。
- (D) 本協議旨在補充而非取代主協議。除本協議明確修訂的條款外，主協議的所有條款及條件應維持十足效力及作用。

**RECITALS:**

- (A) The Parties have entered into a Comprehensive Offer Financing Agreement dated 11<sup>th</sup> day of January, 2026 (the "Main Agreement") in connection with the financing for a mandatory general offer to be made by the Offeror for all the issued shares of **Skymission Group Holdings Limited** (Stock Code: 01429.hk) (the "Offer").
- (B) Pursuant to the Main Agreement, a sum of HK\$38,000,000 has been set aside as a reserve fund (the "Reserve Fund").
- (C) The Offeror now requests to withdraw the Reserve Fund to its securities account (Account No.: 6000001) maintained with SolarStone Capital Limited ("SolarStone Capital"), and the Parties have agreed to such withdrawal upon the terms and conditions set out in this Agreement.
- (D) This Agreement is supplemental to and not in substitution for the Main Agreement. Save as expressly amended herein, all terms and conditions of the Main Agreement shall remain in full force and effect.

各方經協商，茲達成協議如下：

**NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:**

## 1. 定義與釋義

**1.1** 除本協議另有定義外，本協議所用詞彙應具有主協議所賦予的涵義。

**1.2** 於本協議中，「資金提供方」指 朝盛投資有限公司。

## 2. 先決條件

**2.1** 朝盛資本根據本協議安排提取準備金的義務，須以下列條件獲達成並令朝盛資本信納為前提：

**2.2** 要約人已將合共 1,200,000,000 股天任集團控股有限公司（股份代號：01429.hk）的股份存入其於朝盛資本開立的證券賬戶（賬戶號碼：6000001，「要約人之證券賬戶」），且朝盛資本已書面確認收妥該等股份。

## 3. 利息與費用

**3.1** 作為提取準備金的代價，除主協議中規定的 500,000 港元安排費外，要約人同意就已提取的準備金總額（即 38,000,000 港元）支付利息，年利率為百分之五（5% p.a.）。

**3.2** 該利息的計算期自準備金全額存入要約人證券戶口當日（「提取日」）起計，直至該筆資金根據第 4 條被全額償還或處理為止。

**3.3** 若全面要約在資金提取日起九十(90)日內未能完成，則自提取日起計九十 (90) 日後，本融資安排可自動無條件續期。續期後，適用於未償還本金的利息將調整為年利率百分之十（10% p.a.）。

## 1. DEFINITIONS AND INTERPRETATION

**1.1** Unless otherwise defined herein, capitalized terms used in this Agreement shall have the meanings ascribed to them in the Main Agreement.

**1.2** In this Agreement, "Fund Provider" means SolarStone Investments Limited.

## 2. PRE-CONDITION

**2.1** The obligation of SolarStone Capital to arrange for the withdrawal of the Reserve Fund under this Agreement is conditional upon the satisfaction of the following condition to the satisfaction of SolarStone Capital:

**2.2** The Offeror having deposited a total of 1,200,000,000 shares of **Skymission Group Holdings Limited** (Stock Code: 01429.hk) into its securities account (Account No.: 6000001, the "offeror Securities Account") maintained with SolarStone Capital, and SolarStone Capital having confirmed the receipt of such Shares in writing.

## 3. INTEREST AND FEES

**3.1** In consideration for the withdrawal of the Reserve Fund, in addition to the arrangement fee of HK\$500,000 stipulated in the Main Agreement, the Offeror agrees to pay interest on the total withdrawn amount of the Reserve Fund (i.e., HK\$38,000,000) at a rate of five percent per annum (5% p.a.).

**3.2** The interest shall accrue from the date on which the Reserve Fund is fully credited to the Offeror's securities account (the "**Withdrawal Date**") until the said fund is fully repaid or handled in accordance with Clause 4 hereof.

**3.3** Assuming that the General Offer does not complete within ninety (90) days from the Withdrawal Date, after ninety (90) days from the Withdrawal Date, this financing arrangement will be automatically and unconditionally renewed. Upon renewal, the interest rate applicable to the outstanding principal amount shall be adjusted to ten percent per annum (10% p.a.).

**3.4** 所有費用，包括但不限於主協議項下的500,000 港元安排費以及根據本協議第 3.1 及 3.3 條累計的所有利息（合稱「應付總額」），均應在要約完成或終止後的第十一（11）個工作天或之前全額支付。

為免存疑，除非在全面要約完成後的十（10）個營業日之後，否則不得從要約人證券賬戶中以任何現金（包括但不限於儲備基金）結算總應付款額。

**3.5** 應付總額的支付方式為：要約人須確保其於朝盛資本的證券戶口內有足夠的現金結餘，並不可撤銷地授權朝盛資本於付款到期日從該戶口中扣除應付總額。朝盛資本將代表資金提供方收取該款項。

#### **4. 資金及抵押品處理**

**4.1** 在全面要約完成或確定取消後的十一（11）個工作天或之後，朝盛資本有權（並獲要約人授權）將準備金中任何未被使用的餘額，從要約人的證券戶口直接轉回至資金提供方（SolarStone Investments Limited）指定的證券賬戶。在全面要約結束後的十個營業日之前，融資方無權要求或請求提前償還額度項下的任何未結清款項（無論全部或部分）。

**4.2** 根據主協議，該筆專用資金僅限用於支付全面要約接納方應付現金對價之唯一用途。除上述目的外，要約人、融資方及/或朝盛資本均不得：(i) 從要約人證券賬戶中提取

**3.4** All fees, including but not limited to the HK\$500,000 arrangement fee under the Main Agreement and all interest accrued pursuant to Clauses 3.1 and 3.3 of this Agreement (collectively, the "Total Amount Payable"), shall be paid in full on or before eleven (11) business days following the completion or termination of the Offer.

For avoidance of doubt, the payment of the Total Amount Payable cannot be settled by any cash (including but not limited to the Reserve Fund) from the Offeror Securities Account before ten (10) business days following the completion of the General Offer.

**3.5** The Total Amount Payable shall be settled by the Offeror ensuring sufficient cash balance in its securities account with SolarStone Capital and irrevocably authorizing SolarStone Capital to debit the Total Amount Payable from such account on the payment due date. SolarStone Capital shall collect such payment on behalf of the Fund Provider.

#### **4. HANDLING OF FUNDS AND COLLATERAL**

**4.1** On or after eleven (11) business days following the completion or confirmed cancellation of the General Offer, SolarStone Capital shall be entitled (and is hereby authorized by the Offeror) to transfer any unused balance of the Reserve Fund from the Offeror's securities account directly back to the designated securities account of the Fund Provider (SolarStone Investments Limited). The Financier shall have no right to demand or require early repayment of any amount outstanding under the Facility (whether in whole or in part) at any time prior to ten business days after the close of the General Offer.

**4.2** According to the Main Agreement, the Reserved Fund is earmarked for the sole and exclusive purpose for settling the cash consideration payable upon acceptances of the General Offer. Save for the aforementioned purpose, neither the Offeror, Financier and/or SolarStone Capital is allowed to (i) withdraw any cash (including the Reserved Fund)

任何現金（包括專用資金）；及 (ii) 自要約人證券賬戶中扣收任何費用/開支。

**4.3** 對於準備金中任何已被使用的資金部分，其相關的利息計算、還款責任及抵押品的處理（包括但不限於執行抵押品的權利），將嚴格依照主協議中關於融資本金及抵押品的條款執行。

## 5. 與主協議的關係

**5.1** 本協議為主協議的補充，並構成主協議不可分割的一部分。

**5.2** 如本協議的條款與主協議的條款就本協議所涉事宜有任何不一致或衝突之處，概以本協議的條款為準。

**5.3** 除本協議明確修訂外，主協議的所有其他條款及條件均保持不變，並繼續具有十足效力及作用。

## 6. 適用法律及司法管轄權

**6.1** 本協議受香港特別行政區法律管轄並按其解釋。

**6.2** 各方同意，為解決因本協議引起或與之相關的任何爭議、糾紛或索償，不可撤銷地接受香港法院的非專屬司法管轄權管轄。

## 7. 語言

**7.1** 本協議以中、英文兩種語言擬定。兩種文本具有同等法律效力。如中、英文版本有任何歧義，概以英文版本為準。

from the Offeror Securities Account; and (ii) charge any fee/expense from the Offeror Securities Account.

**4.3** For any portion of the Reserve Fund that has been utilized, the calculation of interest, repayment obligations, and the handling of the collateral (including but not limited to the right to enforce the collateral) shall be governed strictly by the terms of the Main Agreement relating to the financing principal and collateral.

## 5. RELATIONSHIP WITH THE MAIN AGREEMENT

**5.1** This Agreement is supplemental to and shall form an integral part of the Main Agreement.

**5.2** In the event of any inconsistency or conflict between the terms of this Agreement and the terms of the Main Agreement with respect to the subject matter hereof, the terms of this Agreement shall prevail.

**5.3** Except as expressly amended by this Agreement, all other terms and conditions of the Main Agreement shall remain unchanged and in full force and effect.

## 6. GOVERNING LAW AND JURISDICTION

**6.1** This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

**6.2** The Parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong to settle any dispute, controversy, or claim arising out of or in connection with this Agreement.

## 7. LANGUAGE

**7.1** This Agreement is executed in both Chinese and English. Both language versions shall have equal legal effect. In the event of any discrepancy between the Chinese and English versions, the English version shall prevail.

茲證明，各方已於文首所載日期，由其正式授權代表簽署本協議，以昭信守。

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their duly authorized representatives as of the date first above written.

為及代表 要約人

For and on behalf of the Offeror

大成國際控股有限公司

(Dacheng International Holdings  
Limited)

為及代表 資金提供方

For and on behalf of the  
Financier

朝盛投資有限公司 (SolarStone  
Investments Limited)

為及代表 證券經紀商 / 受託人

For and on behalf of the  
Securities Broker / Trustee

朝盛資本有限公司 (SolarStone  
Capital Limited)

姓名 (Name): 邹峰

職位 (Title): 董事 (Director)

姓名 (Name): 黃穎文

職位 (Title): 董事 (Director)

姓名 (Name): 符洪民

職位 (Title): 董事、持牌負責人  
(Director & Licensed  
Responsible Officer)