EXECUTION VERSION

DATE: 15 June, 2026

YOMI.SUN HOLDING LIMITED
(as the Borrower)

AND

LEGO SECURITIES LIMITED (力高證券有限公司)
(as the Lender)

FACILITY AGREEMENT
for
facilities of up to Hong Kong Dollars Sixty Million Only
(HK$60,000,000)

IMPORTANT NOTE REGARDING REDACTION

Notice of Redacted Information: Please take notice that certain information contained in this document has been redacted. Specifically, the private information of Mr. SUN Taoyong has been redacted from this copy. The reason for such redaction is to protect the personal privacy of the individual in accordance with the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong).

I n d e x

Schedules

THIS FACILITY AGREEMENT is dated on 15 June, 2026 (this "**Agreement**")

BETWEEN:

(1) **Yomi.sun Holding Limited (Yomi.sun)**, a company incorporated in British Virgin Islands, the registered office of which is located at Kingston Chambers, PO Box 173, Road Town, Tortola, British Virgin Islands (the "**Borrower**"); and

(2) **LEGO SECURITIES LIMITED (力高證券有限公司)**, a company incorporated in Hong Kong, the registered office of which is located at Room 1506, 15/F, Wheelock House, 20 Pedder Street, Central, Hong Kong (the "**Lender**").

WHEREAS:

(A) As of the date hereof, Yomi.sun Holding Limited is wholly-owned by Youmi Investment Limited. Youmi Investment Limited is beneficially owned by the Youmi Trust, which was established by Mr. Sun Taoyong as the settlor, appointor and investment manager. Cantrust (Far East) Limited is the trustee of the Youmi Trust, and Mr. Sun and his family members are the beneficiaries of the Youmi Trust. Mr. Sun is also the sole director and the ultimate beneficial owner of the Borrower.

(B) Riverine China Holdings Limited (the "**Company**"), is a company incorporated in the Cayman Islands with limited liability, the issued shares of which are listed on the Main Board of The Stock Exchange of Hong Kong Limited (Stock Code: 1417).

(C) On 15 June, 2026, the Borrower has entered into an agreement for sale and purchase (the "**SPA 1**") with Partner Summit Holdings Limited (the "**Vendor**"), Mr. Xiao Xingtao, and Mr. Xiao Yuqiao, pursuant to which the Borrower has agreed to purchase and the Vendor has agreed to sell 222,890,000 ordinary shares of HK$0.01 each (each a "**Listco Share**") in the capital of the Company (the "**Yomi Shares**"). Lucky Yang Limited ("**Luck Yang**") has entered into an agreement for sale and purchase (the "**SPA 2**", together with the SPA1, the "**SPAs**") with Partner Summit Holdings Limited (the "**Vendor**"), Mr. Xiao Xingtao, and Mr. Xiao Yuqiao, pursuant to which Lucky Yang has agreed to purchase and the Vendor has agreed to sell 77,280,000 Shares (the "**Lucky Yang Shares**"). Completion of the SPAs will give rise to an obligation on the part of the Borrower to make the Offer pursuant to the Code.

(D) The Borrower agrees to appoint the Lender as the agent to make the Offer for and on behalf of the Borrower pursuant to the Code.

(E) The Lender has at the request of the Borrower agreed to make available to the Borrower credit loan facilities in an aggregate principal amount of up to Hong Kong dollars Sixty Million Only (HK$60,000,000) for the purpose of financing the payment for accepting the Listco Shares tendered under the Offer, subject to and upon the terms and conditions of this Agreement.

(F) For the avoidance of doubt, the Listco Shares tendered under the Offer shall exclude the Listco Shares acquired pursuant to the SPAs.

1. INTERPRETATION

1.1 In this Agreement (including the Recitals and Schedules), the following expressions shall, except where the context otherwise requires, have the meanings attributed to them respectively below:

"**Advance**"	each lending under the Facilities pursuant to Clause 4 or, as the context may require, the principal amount advanced to the Borrower on each such occasion
"**associate(s)**"	has the meaning ascribed thereto under the Rules Governing the Listing of Securities on the Stock Exchange
"**Availability Period**"	the period commencing from the date of commencement of the Offer and ending on the earlier of (i) the date falling on the thirtieth (30th) Business Day from the final closing date of the Offer or (ii) the date of which the Offer is revoked or lapsed. For the avoidance of doubt, the date of commencement of the Offer shall be the despatch date of the Offer rather than the date of the Rule 3.7 announcement made by the Company.
"**Business Day**"	a day (other than a Saturday, Sunday and public holiday, or a day on which a tropical cyclone warning no.8 or above or "black rainstorm warning signal" is hoisted or in effect between 9:00 a.m. and 12:00 noon and is not lowered or discontinued at or before 12:00 noon) on which licensed banks in Hong Kong, British Virgin Islands and Cayman Islands are generally open for business throughout their normal business hours
"**Code**"	the Codes on Takeovers and Mergers and Share Buy-backs issued by the SFC
"**Company**"	Riverine China Holdings Limited, a company incorporated in the Cayman Islands with limited liability and the shares of which are listed and traded on the Main Board of the Stock Exchange (Stock Code: 1417)
"**Event(s) of Default**"	any one or more of the event(s) specified in Clause 14.1
"**Encumbrance**"	any mortgage, charge, pledge, lien (otherwise than arising by statute or operation of law), hypothecation or other encumbrance, priority of 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
"**Facilities**"	the loan facilities of up to Hong Kong dollars Sixty Million Only (HK$60,000,000) to be made available by the Lender to the Borrower under this Agreement

"**Hong Kong**"	the Hong Kong Special Administrative Region of the PRC
"**Hong Kong Business Day**"	a day (other than a Saturday, Sunday and public holiday, or a day on which a tropical cyclone warning no.8 or above or "black rainstorm warning signal" is hoisted or in effect between 9:00 a.m. and 12:00 noon and is not lowered or discontinued at or before 12:00 noon) on which licensed banks in Hong Kong are generally open for business throughout their normal business hours
"**Listco Charged Shares**"	means: (a) Yomi Shares; (b) Lucky Yang Shares; and (c) the Offer Shares acquired by the Borrower pursuant to the Offer
"**Listco Share(s)**"	has the meaning ascribed thereto in Recital (C)
"**Listco Share Charge 1**"	the share charge (substantially in form as set out in Schedule 3) to be given by the Borrower in favour of the Lender in respect of the Yomi Shares and the Offer Shares acquired by the Borrower pursuant to the Offer
"**Listco Share Charge 2**"	the share charge (substantially in form as set out in Schedule 3) to be given by Lucky Yang in favour of the Lender in respect of the Lucky Yang Shares
"**Loan**"	means a loan made or to be made under the Facilities or the aggregate principal amount outstanding for the time being under the Facilities
"**Lucky Yang**"	has the meaning ascribed thereto in Recital (C)
"**Lucky Yang Share(s)**"	has the meaning ascribed thereto in Recital (C)
"**Material Adverse Change" or "Material Adverse Effect"**	means a material and sustained adverse effect on the ability of the Borrower to perform its payment obligations under this Agreement, resulting from changes that are specific to the Borrower's business or assets, and which is not generally affecting the industry in which the Borrower operates or the Hong Kong or global economy as a whole. For the avoidance of doubt, a decline in the market price of the Listco Shares or the suspension of trading thereof due to the publication of an announcement or circular in relation to the SPA or the Offer, or a temporary suspension to restore public float, shall not constitute a Material Adverse Effect or a Material Adverse Change
"**Margin Account 1**"	means the margin securities account with account no.

	MC90665 opened and maintained by the Borrower with the Lender, including any renewal or resignation of such account(s), or any of its subsidiary accounts or such other account of the Borrower designed by the Lender as "Margin Account 1"
"**Margin Account 2**"	means the margin securities account with account no. MC90663 opened and maintained by Lucky Yang with the Lender, including any renewal or resignation of such account(s), or any of its subsidiary accounts or such other account of the Borrower designed by the Lender as "Margin Account 2"
"**Notice of Drawing**"	the notice of drawing for an Advance under the Facilities in the form set out in Schedule 2
"**Offer**"	the mandatory unconditional cash offer for the Offer Shares to be made by Lego Securities Limited for and on behalf of the Borrower at HK$0.519 per Offer Share pursuant to Rule 26.1 of the Code
"**Offer Shares**"	all existing issued Listco Shares while the Offer remains open for acceptance (other than those Listco Shares already owned by or agreed to be acquired under the SPA 1 and SPA 2 by the Borrower, Lucky Yang and parties acting in concert with it)
"**PRC**"	People's Republic of China
"**Repayment Date**"	the date falling thirty (30) Hong Kong Business Days from the date of the final close of the Offer, or any date as agreed by the Borrower and the Lender in writing
"**SFC**"	the Securities and Futures Commission of Hong Kong
"**Security Documents**"	together, the Listco Share Charge 1, Listco Share Charge 2 or such other security documents as may have been or may hereafter be executed by the Borrower, Lucky Yang or any other person in favour of the Lender as security for the performance of the Borrower's obligations hereunder
"**Security Parties**"	the Borrower, Lucky Yang and any party who has provided security or subsequently provides security for all or any part of the Borrower's obligations under this Agreement, and a "**Security Party**" means each or any one of them, as the context requires
"**SPA 1**"	has the meaning ascribed thereto in Recital (C)
"**SPA 2**"	has the meaning ascribed thereto in Recital (C)
"**Stock Exchange**"	The Stock Exchange of Hong Kong Limited

"Vendor" has the meaning ascribed thereto in Recital (C)

"Yomi Share(s)" has the meaning ascribed thereto in Recital (C)

"HK$" Hong Kong dollars, the lawful currency for the time being of Hong Kong

1.2 Except to the extent that the context requires otherwise, any reference in this Agreement to:

(1) an "**agency**" of a state or government means any ministry, agency, board, bureau, commission, department, authority, statutory corporation (whether autonomous or not) or other instrumentality of or any corporation or other entity owned or controlled by such state or government;

(2) any document shall include that document as in force for the time being and as amended in accordance with the terms thereof or with the agreement of the parties thereto and with the consent of the Lender, if required hereunder;

(3) any enactment shall include same as from time to time re-enacted, amended, extended, consolidated or replaced;

(4) "**control**" means in relation to a corporation, the power of a person to secure:

(a) by means of the holding of shares or the possession of voting power in or in relation to that or any other corporation; or

(b) by virtue of any powers conferred by the constituent documents or other documents regulating that or any other corporation,

that the affairs of the first-mentioned corporation are conducted in accordance with the wishes of that person and "**controlled**" shall be construed accordingly;

(5) "**laws and regulations**" shall include all constitutional provisions, treaties, conventions, statutes, acts, laws, decrees, ordinances, subsidiary and subordinate legislation, orders, rules and regulations having the force of law, rules of civil and common law and equity, directives, instructions, notifications, circulars, policy statements and guidelines (whether or not having the force of laws) and other similar authorities;

(6) a "**person**" includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, unit or trust (in each case, whether or not having separate legal personality);

(7) "**<u>subsidiary</u>**" and "**<u>holding company</u>**" shall have the meaning attributed thereto by the Companies Ordinance (Cap. 622 of the Laws of Hong Kong);

(8) "**<u>tax</u>**" includes any present or future tax, levy, impost, duty, charge, fees, deduction or withholding of any nature and whatever called, by whomsoever, on whomsoever and wherever imposed, levied, collected, withheld or assessed;

(9) "**<u>tax on overall net income</u>**" of a person means the tax imposed by the jurisdiction in which its principal office is located on all or part of the net income, profits or gains of that person (whether worldwide, or only insofar as such income, profits or gains are considered to arise in or relate to a particular jurisdiction, or otherwise);

(10) "**<u>years</u>**" and "**<u>months</u>**" mean calendar years and months respectively, under the Gregorian Calendar. For the avoidance of doubt, a calendar month means a period beginning on one day of a calendar month and ending on the day numerically corresponding to such day in the following calendar month, provided that if the period begins on the last day of a calendar month or there is no such numerically corresponding day in the following month, the period shall end on the last day in such following calendar month.

1.3 The headings in this Agreement are inserted for convenience only and shall be ignored in construing this Agreement. Unless the context otherwise requires, references in this Agreement to the singular shall be deemed to include references to the plural and *vice versa* and references to one gender shall include all genders.

1.4 References in this Agreement to clauses and schedules are references to clauses and schedules to this Agreement and references to sub-clauses and paragraphs are, unless otherwise stated, reference to sub-clauses and paragraphs of the clause, sub-clause or, as appropriate, the schedule to which the reference appears.

2. <u>THE FACILITIES</u>

2.1 Subject to the terms and conditions of this Agreement, the Lender hereby agrees to make available to the Borrower the Facilities up to a principal amount of Hong Kong dollars Sixty Million Only (HK$60,000,000) for the sole and exclusive purpose of financing (i) the payment for accepting the Listco Shares tendered under the Offer; and (ii) any taxes, fees, charges, costs, expenses and other amounts payable by the Borrower arising from or incurred in connection with the Offer and the acceptance of the Listco Shares thereunder (for the avoidance of doubt, the Listco Shares tendered under the Offer shall exclude the Listco Shares acquired pursuant to the SPA) (the "**Purpose**").

3. CONDITIONS PRECEDENT

3.1 The obligations of the Lender to make the first Advance to the Borrower is conditional upon:

(1) the Lender having received the following documents:

(a) this agreement duly executed by the Borrower;

(b) Share Charge 1 duly executed by the Borrower and the documents required to be delivered by the Borrower to the Lender pursuant thereto;

(c) Share Charge 2 duly executed by Lucky Yang and the documents required to be delivered by the Borrower to the Lender pursuant thereto;

(d) certified true copies of the following documents in form and substance reasonably satisfactory to the Lender:

(i) the memorandum and articles of association of the Borrower;

(ii) the certificate of incorporation of the Borrower;

(iii) the register of directors of the Borrower;

(iv) the register of members of the Borrower;

(v) the register of charges of the Borrower (if any);

(vi) the certificate of good standing dated not earlier than thirty (30) days prior to the date of this Agreement issued by its registered agent;

(vii) the certificate of incumbency dated not earlier than thirty (30) days prior to the date of this Agreement issued by its registered agent;

(viii) resolutions of the board of directors of the Borrower authorising the execution, delivery and performance of this Agreement and the Security Documents to which it is a party.

(2) the Borrower has paid all fees and expenses payable by it to the Lender pursuant to Clause 5.4;

(3) the SPA 1 and SPA 2 are duly executed and a certified true copy by practising lawyer of which is received by the Lender, and the completion

of the transactions contemplated under the SPA 1 and SPA 2 have occurred; and

(4) the Margin Account 1 and Margin Account 2 remain validly maintained and operative as governed by the terms and conditions of the respective margin client agreement executed between the Lender and the Borrower, and between the Lender and Lucky Yang.

3.2 The Lender shall notify the Borrower promptly upon being so satisfied pursuant to paragraph 3.1 above.

3.3 The Lender may, at its reasonable discretion, at any time waive in writing any of the conditions as set out in Clause 3.1 and such waiver may be made subject to such terms and conditions as are reasonably determined by the Lender without prejudicing its right to require fulfilment of such other conditions at any time thereafter.

4. DRAWING

4.1 The Borrower may, during the Availability Period, request for one or more Advance(s), provided that:

(1) the conditions under Clause 3.1 shall have been satisfied or waived (as the case may be) before a Notice of Drawing is given or at such later time as the Lender and the Borrower may agree;

(2) the Lender shall have received not later than 5:00 p.m. (Hong Kong time) on the Hong Kong Business Day immediately before the date on which an Advance is to be made a duly completed and signed original Notice of Drawing; and

(3) no Event of Default shall have occurred (or would be reasonably likely to occur as a result of the Advance being made) and all representations and warranties made by the Borrower in Clause 12 shall be true and correct in all material respects as at the date on which the Advance is to be made with reference to the facts and circumstances then subsisting.

4.2 A Notice of Drawing once given under Clause 4.1 shall be irrevocable and shall oblige the Borrower to make a drawing of the entire amount of the Advance stated in the Notice of Drawing.

5. INTEREST AND COMMITMENT FEE

5.1 The Borrower shall pay interest on the Loans at the rate of two per cent. (2%) per month.

5.2 Interest shall be calculated on the basis of the actual number of days elapsed on a 365-days basis commencing on (and including) the date of drawing of each of the Advance until (but excluding the date of) the repayment of all outstanding principal and interests in full. The interest shall be accrued on a daily basis, and shall be paid on the Repayment Date together with the Loan and all other monies payable under this Agreement.

5.3 If the Borrower defaults in repayment on the due date of any part of the Loan, interest or other amounts payable hereunder, the Borrower shall pay interest on such overdue sums from the due date until payment in full (before and after judgment) at the rate which is thirty per cent. (30%) per annum (such rate being a standalone default interest rate applicable to the overdue principal amount, and for the avoidance of doubt, it is not an addition to, nor a multiple of, nor calculated by reference to, the interest rate set out in Clause 5.1). Such interest shall be calculated on the basis of the actual number of days elapsed on the basis of a 365-days year and accrued on a daily basis.

5.4 The Borrower shall pay to the Lender a non-refundable commitment fee equivalent to HK$1,200,000 on or before the date of this Agreement. For the avoidance of doubt, this non-refundable commitment fee shall be payable by the Borrower irrespective of whether any Advance has been made to the Borrower by the Lender.

6. REPAYMENT

6.1 Without prejudice to Clause 14.2, the Borrower shall repay the Loan in full together with all interest accrued together and all other monies payable under this Agreement in one lump sum on the Repayment Date.

7. SECURITIES AND COLLATERAL

7.1 So long as any part of the Loan or interest thereon or any other amounts payable hereunder or under the Security Documents or any of them remain outstanding, all the Listco Charged Shares shall be either deposited to the Margin Account 1 or the Margin Account 2 (as the case maybe) from time to time as collateral for the Facilities. In the event that the aforesaid Listco Charged Shares are not deposited with the aforesaid arrangement on the latest date for the payment of the acceptance of the Offer, the Borrower shall promptly remedy such failure within five (5) Business Days following a written notice from the Lender. Failure to remedy within such period shall constitute an Event of Default under Clause 14.1(1).

8. PREPAYMENT

8.1 The Borrower may prepay part or all of the Loan by notifying the Lender in writing one (1) Hong Kong Business Day in advance. The Borrower may only do this if the notice specifies the Loan to be prepaid and the amount of the prepayment which, if it is less than the outstanding Loan, must be a whole multiple of HK$1,000,000.

8.2 On prepayment of part or all of the Loan in accordance with this Clause, the Loan shall immediately be reduced by an amount equal to the amount of the Loan prepaid.

9. CHANGES IN CIRCUMSTANCES

9.1 If at any time, in the reasonable opinion of the Lender, upon the Lender providing reasonable supporting documentation evidencing the basis for such opinion, the Lender determines that any law or regulation or application or interpretation thereof by any governmental agency or judicial authority shall make it (or make it apparent to the Lender that it is or will be) unlawful or otherwise not feasible for the Lender to give effect to or maintain its obligations hereunder (which shall include the funding of the Loan by the Lender), upon the Lender notifying the Borrower in writing:

(1) if the Loan shall not have been drawn, the Lender's commitment hereunder shall be cancelled; and

(2) if any part of the Loan shall have been drawn, the Borrower shall, upon the Lender's demand, repay the Lender the whole (but not part only) of the Loan together with interest accrued thereon and any other amounts payable to the Lender hereunder or under the Security Documents or any of them within thirty (30) Business Days from the date of the written notification, or if earlier, the date specified by the Lender in the written notice delivered to the Borrower (being no earlier than the last day of any applicable grace period permitted by law).

9.2 If at any time, in the reasonable opinion of the Lender, upon the Lender providing reasonable supporting documentation evidencing the basis for such opinion, the Lender determines that, as a result of any law or regulation or any application or interpretation by any governmental agency or judicial authority:

(1) the Lender is subjected or will be subjected to tax or the Lender's basis of taxation is changed or will be changed (other than tax on the overall net income of the Lender and/or a change of the rate of such tax) in respect of repayment of the Loan or the payment of interest thereon or any amounts payable hereunder or under the Security Documents or any of them; or

(2) any reserve requirement against any assets, deposits with or for the account of, or loans by the Lender is imposed, modified or deemed applicable or will be imposed, modified or deemed applicable; or

(3) the basis of tax on the Lender in respect of any principal or interest paid by the Lender on, or otherwise in respect of, deposits from third parties acquired or utilised to effect or maintain the Loan or any part of it; or

(4) any other condition affecting this Agreement or the Security Documents or any of them or the Loan is imposed or will be imposed;

and the result of the foregoing is:

(a) to increase the cost to the Lender of making or funding the Loan; or

(b) to reduce any amount payable to the Lender or to reduce its effective return hereunder; or

(c) that the Lender is required to make any payment or forego any interest or other return on or calculated by reference to the gross amount of any sum receivable by it from the Borrower hereunder,

by or of an amount which the Lender deems material, then and in any such case the Borrower shall pay to the Lender from time to time on demand such amount as will compensate the Lender for such additional cost, reduction, payment or foregone interest or other amount.

9.3 A certificate of the Lender as to the amount payable by the Borrower under Clause 9.2 and the basis therefor shall, in the absence of manifest error, be conclusive and binding on the Borrower.

10. PAYMENTS

10.1 All payments to be made by the Borrower to the Lender pursuant to this Agreement shall be made in Hong Kong dollars in immediately available funds free from any withholding, set-off, counterclaim or other deduction and, unless expressly provided in this Agreement to the contrary, shall be made to the Lender not later than 2:00 p.m. (Hong Kong time) on the due date to such account as the Lender may from time to time stipulate in writing.

11. TAXES

11.1 All amounts payable by the Borrower hereunder shall be made without set-off, counterclaim or other deductions and free and clear of and without deduction for or on account of any taxes (other than tax on the overall net income of the Lender) now or hereafter imposed, levied, collected, withheld or assessed by any country, state or any political sub-division or taxing authority thereof or therein or any federation or organisation of which any such country, state or any political sub-division thereof may at the time of payment be a member.

11.2 If the Borrower is prohibited by law from making payments without deduction or withholding as provided in Clause 11.1 then:

(1) the Borrower shall ensure that such deduction and/or withholding complies with the applicable legal requirement;

(2) the Borrower shall pay to the Lender such additional amounts as necessary in order that the net amounts received by the Lender, after such deduction or withholding shall equal the amount which it would have received had no such deduction or withholding been required to be made;

(3) the Borrower shall immediately and in any event no later than the date after which penalties would attach cause to be paid over to the relevant

authority the full amount of the deduction or withholding which it is required to deduct or withhold including the whole amount of any deduction or withholding from any additional amount paid pursuant to paragraph (2) above; and

(4) the Borrower shall deliver to the Lender within thirty (30) days of payment or the due date or on demand satisfactory evidence of payment of such deduction or withholding to the relevant authority.

11.3 Without prejudice and in addition to Clauses 11.1 and 11.2, the Borrower shall fully indemnify and keep the Lender fully indemnified against any tax (other than tax on the overall net income of the Lender and other than any tax resulting from the Lender's failure to comply with any applicable certification, disclosure or filing requirement) now or hereafter imposed, levied, collected or assessed by the taxing authority of Hong Kong or other jurisdiction in respect of interest, front-end fees, and other sums of a similar nature paid or payable by the Borrower to the Lender under this Agreement, provided that such tax is required by law to be withheld or deducted by the Borrower from such payments. For the purpose aforesaid, the Borrower shall, on each occasion on which payment is made by the Borrower to the Lender in respect of interest, front-end fees and other sums of a similar nature under this Agreement, pay to the Lender such additional amount as the Lender may require to discharge the tax imposed by the taxing authority of Hong Kong or other jurisdiction on such payment. For the avoidance of doubt, the Borrower shall be entitled to deduct or withhold any such tax from the payment as required by law. If the Lender is entitled to an exemption from or reduction of such tax, the Lender shall promptly provide the Borrower with any applicable forms, certificates or other documents required by the competent taxing authority to enable the Borrower to make a payment free from, or with a reduced rate of, withholding tax. The Borrower's obligation to pay any additional amount under this Clause shall only arise if, despite the Lender having provided all reasonably requested documentation, the Borrower is legally compelled to gross up the payment. Any additional amount payable shall be calculated based on the minimum withholding rate applicable under the relevant tax laws, and the Lender shall provide reasonable evidence of the actual amount of tax paid or payable before the Borrower is required to make any payment under this indemnity.

12. REPRESENTATIONS AND WARRANTIES

12.1 The Borrower hereby represents and warrants to the Lender as follows:

(1) all necessary actions and authorisations under its constituent documents for the Borrower to enter into this Agreement and the Security Documents to which it is a party and to perform its obligations hereunder or thereunder have been taken and obtained;

(2) the execution, delivery and performance by the Borrower of this Agreement and the Security Documents to which it is a party will not exceed any power granted to it, or violate in any material respect any provision of (a) any law or regulation or any order or decree of any

governmental agency or court to which it is subject; (b) its constituent documents; or (c) any mortgage, charge, deed, contract or other undertaking or instrument to which it is a party or which is binding upon it or its assets, and will not result in the creation or imposition of, or any obligation to create or impose, any Encumbrance on any of its assets (except for the security created by the Security Documents and any other documents ancillary or incidental thereto), where in case of any violation or contravention thereof, such violation or contravention will not result in a Material Adverse Effect;

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

(4) save as otherwise stated hereunder, all necessary governmental or other authorisations, approvals and consents required for or in connection with the execution, delivery, performance, legality, validity, enforceability and admissibility in evidence of this Agreement and the Security Documents to which it is a party have been obtained and all such authorisations, approvals and consents are in full force and effect;

(5) no action, suit or proceeding is pending or to the knowledge of the Borrower, threatened against the Borrower before any court, board of arbitration or administrative agency or tribunal which, if adversely determined, the Lender may at its absolute discretion consider to be material on the business, assets or condition (financial or otherwise) of the Borrower, or on the ability of the Borrower and other Security Parties to perform any of their respective obligations under this Agreement and the Security Documents or other documents to which each of them is a party;

(6) no Event of Default has occurred or will occur as a result of the entry into this Agreement or any of the Security Documents by the Borrower;

(7) SPA 1 and SPA 2 do not contain any terms that may deprive the rights of the Lender under any of the Security Documents in connection with the charge of the Listco Charged Shares; and

(8) the Loan will be used solely and exclusively for the purpose set out in Clause 2.1.

12.2 The Borrower hereby further represents, warrants and agrees that each of the representations and warranties contained in Clause 12.1 shall be correct and complied with in all material respects for so long as any part of the Loan or interest thereon or any other amounts payable hereunder or under the Security Documents or any of them remain outstanding and shall without prejudice to the foregoing be deemed to be repeated on the date on which each Advance is made.

12.3 The Borrower hereby acknowledges that the Lender has agreed to make the Loan available to the Borrower in reliance upon the representations and warranties contained in Clause 12.1.

12.4 The Borrower hereby warrants and agrees that its obligations under this Agreement and the Security Documents to which it is a party rank 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.

13. <u>COVENANTS</u>

13.1 The Borrower hereby covenants and agrees with the Lender that so long as any part of the Loan or interest thereon or any other amounts payable hereunder or under the Security Documents or any of them remain outstanding, it shall and shall procure the Security Parties to (where applicable):

(1) maintain its corporate existence and carry on and conduct its business in a proper and efficient manner;

(2) promptly advise the Lender in writing of details of any litigation, arbitration or administrative proceeding which would have rendered the representation and warranty contained in Clause 12.1(5) incorrect in any material respect had the same been current or threatened as at the date hereof immediately upon occurrence of the same;

(3) shall and procure that all the Listco Shares acquired under the Offer shall be delivered to the Lender or its nominee according to the instructions of the Lender and to the extent permitted by Law and the Code. For the avoidance of doubt, the Lender agrees that the Borrower and Lucky Yang may dispose of such Listco Shares for the sole purpose of compliance with the public float requirements under the Listing Rules upon the Lender's receipt of a written request from the Borrower, (i) the Lender shall release such number of Listco Shares as are necessary for the Borrower and Lucky Yang to effect a sell-down and restore the public float to the minimum percentage required by the Stock Exchange and (ii) the Borrower shall apply the full amount of the net proceeds from the sale of the released Listco Shares to reduce the outstanding principal amount of the Loan;

(4) maintain Margin Account 1 and procure Lucky Yang to maintain Margin Account 2 with the Lender;

(5) in all material respects observe and comply with the covenants and obligations under this Agreement, the Security Documents and other documents to which it is a party;

(4) promptly advise the Lender upon becoming aware of (i) any Event of Default; or (ii) any material adverse factor which may inhibit the Borrower or any of the Security Parties in the performance of its

obligations under this Agreement and the Security Documents to which it is a party;

(5) give a written instruction to be signed by the Borrower and one representative being a responsible officer in respect of Type 6 (advising on corporate finance) regulated activity from Lego Corporate Finance Limited to the Lender for withdrawal of any Shares and/or money from Margin Account 1 during the Availability Period provided that the completion of SPA 1 and SPA 2 have taken place. Such joint instruction cannot be revoked or amended unilaterally by the Borrower unless with the prior written consent from the said representative of Lego Corporate Finance Limtied;

(6) comply, and procure any of the Security Parties to comply, with the terms and conditions of all applicable laws, regulations, agreements, licences and concessions in all material aspects at all times; and

(7) ensure that the Listco Shares shall remain so listed and traded on the Main Board of the Stock Exchange throughout the term of this Agreement, save and except for such scenario as set out in Clause 14.1(6).

13.2 The Borrower hereby covenants and agrees with the Lender that so long as any part of the Loan or interest thereon or any other amounts payable hereunder or under the Security Documents or any of them remain outstanding, it will not and will procure the Security Parties (where applicable) will not, without the prior written consent of the Lender (which consent shall not be unreasonably withheld or delayed):

(1) amend or permit any amendments to be made to its constituent documents, where such amendments are adverse to the interests of the Lender under this Agreement or the Security Documents, or merge, consolidate or amalgamate with any entity;

(2) permit any transfer of shares in its issued capital or warrants, or any allotment or issue or enter into agreement for the allotment or issue of any further shares or subdivide or consolidate all or any of its shares or change of the nominal value or the rights attaching to any such shares; and

(3) except pursuant to or permitted by the SPA 1 and SPA 2 (including the security documents relating to charge over the Listco Charged Shares), this Agreement, the Security Documents and any other documents ancillary or indicated thereto as well as the transactions contemplated thereunder respectively, or liens arising solely by operation of law, create or permit to exist any Encumbrance over the whole or any part of the Listco Charged Shares.

14. EVENTS OF DEFAULT

14.1 There shall be an Event of Default if any one of the following events (i) shall have occurred and it has not been remedied within thirty (30) Business Days after written notice of such default shall have been given to the Borrower by the Lender (to the extent such default shall be capable of remedied); and (ii) is continuing without being waived by the Lender in accordance with this Agreement or as agreed otherwise between the Lender and the Borrower:

(1) the Borrower fails to pay any sums in accordance with the terms of this Agreement and any of the Security Documents when due;

(2) the Borrower or any of the Securities Parties fails to duly perform or observe any of its obligations or in breach of the covenants under any of this Agreement and the Security Documents in any material respect;

(3) any of the representations or warranties by the Borrower or any of the Security Parties contained in this Agreement and the Security Documents or made pursuant hereto or thereto proves to have been untrue or incorrect in material respects when made or deemed to have been made;

(4) this Agreement, the Security Documents, or any of them ceases to be in full force and effect or the validity or enforceability thereof or any indebtedness or any other obligation of the Borrower or other obligor hereunder or thereunder is disaffirmed by or on behalf of the Borrower or such obligor;

(5) an event of default under the Security Documents or any other loans or debt due and owed by the Borrower shall have occurred and is continuing, provided that the aggregate amount of all such indebtedness in respect of which such event of default has occurred exceeds HK$1,000,000;

(6) the shares of the Company cease to be listed on the Stock Exchange or are suspended for the trading on the Stock Exchange for a continuous period of more than seven (7) consecutive trading days on the Stock Exchange, except for the reason of clearing any announcement or circular in relation to the SPA or the Offer at any time prior to the completion of the Offer or where appropriate, restoring minimum public float thereafter, and such cessation or suspension will result in a Material Adverse Effect;

(7) this Agreement or any of the Security Documents shall be invalid, void or unenforceable;

(8) there has been an occurrence of any event which has caused (or could have caused) Material Adverse Change in respect of the business, assets, financial position, performance, operations, properties or conditions (financial or otherwise) of the Borrower;

(9) the Company having received any written notice from the Stock Exchange for the cancellation or proposed cancellation of the listing of

the Listco Shares on the Stock Exchange; and

(10) the Company passes, or the Company's shareholders pass, a valid resolution to cancel the listing of the Listco Shares on the Stock Exchange.

14.2 Upon the occurrence of an Event of Default and at any time thereafter, the Lender may by notice in writing to the Borrower:

(1) declare the Loan, all interest accrued thereon, the commitment fee as mentioned in Clause 5.4 and all other monies payable under this Agreement to be forthwith due and payable whereupon the same shall be forthwith due and payable; and/or

(2) declare all or any part of the security constituted under the Security Documents to be immediately enforceable whereupon the same shall become immediately enforceable.

15. <u>INDEMNITIES</u>

15.1 Without prejudice to any other right or remedy of the Lender, upon:

(1) the occurrence of an Event of Default; and/or

(2) the declaration of the Loan to be immediately due and payable pursuant to Clause 14.2 or otherwise in accordance with the terms of this Agreement; and/or

(3) the Borrower failing to borrow the Loan or satisfy conditions precedent due to reasons attributable to the Borrower after having delivered a Notice of Drawing; and/or

(4) any repayment being made otherwise than on the Repayment Date; and/or

(5) any sums payable by the Borrower under this Agreement not being paid when due, and at any time thereafter,

the Borrower shall pay to the Lender on demand such amount or amounts as shall reasonably and directly indemnify the Lender against all direct and reasonably foreseeable losses, reasonable expenses and liabilities which the Lender may sustain or incur as a direct result of the occurrence of any of the foregoing including but not limited to any loss, expense, premium or penalties suffered or incurred by the Lender in liquidating or re-employing deposits from third parties acquired to effect or maintain the Loan or any part thereof, save for any gross negligence, wilful default or fraud on the part of the Lender. The Lender shall provide to the Borrower a written certificate setting out the amount of such losses, expenses and liabilities and the basis therefor, together with reasonable supporting documentation. Such certificate shall constitute prima facie evidence of the matters stated therein, but shall not be conclusive or binding on the Borrower.

15.2 Any payment made to the Lender by or on behalf of the Borrower in a currency (the "**Currency of Payment**") other than the currency in which the payment should have been made pursuant to this Agreement or the Security Documents or any of them (the "**Currency of Obligation**") in whatever circumstances including without limitation the payment of damages for breach of this Agreement or the Security Documents or any of them shall only constitute a discharge to the Borrower to the extent of the amount of the Currency of Obligation which the Lender is able, on the Business Day following the date of receipt by it of such payment in the Currency of Payment, to purchase in the foreign exchange market of its choice with the amount so received. If the amount of the Currency of Obligation which the Lender is so able to purchase falls short of the amount originally due to the Lender hereunder, the Borrower shall fully indemnify and hold the Lender harmless against any loss or damage arising as a result thereof. This indemnity shall constitute a separate and independent obligation from the other obligations herein and shall give rise to a separate and independent cause of action.

16. FEES AND EXPENSES

16.1 The Borrower shall be responsible for:

(1) all costs, charges and expenses (including legal fees on an usual basis) reasonably incurred by the Lender with the Borrower's prior written consent (such consent not to be unreasonably withheld or delayed) in connection with the negotiation, preparation and execution of this Agreement and the Security Documents and all other documents ancillary to or derived from any of them; and

(2) all costs, charges and expenses (including legal fees on a full indemnity) reasonably incurred by the Lender in connection with the perfection and enforcement of the security created by this Agreement and the Security Documents or the preservation, enforcement, exercise or intended or attempted exercise of any of the rights, powers or remedies of the Lender hereunder or thereunder or otherwise in connection with the Loan or the admissibility in evidence of this Agreement and the Security Documents.

17. RIGHT OF SET-OFF

17.1 Without prejudice to any other right or remedy of the Lender, the Borrower hereby authorises the Lender without notice notwithstanding any settlement of account or other matter whatsoever combine or consolidate all or any then existing accounts (whether current, deposit, loan or of any other nature whatsoever) and whether in Hong Kong dollars or in any other currency of the Borrower whether alone or jointly with others and to apply (to the extent of the available credit balance) any credit balance (whether or not then due) to which the Borrower is entitled on any one or more of such accounts in or towards satisfaction of any liabilities of the Borrower to the Lender under this Agreement or the Security Documents to which the Borrower is a party whether such liabilities be present, future, actual, contingent, primary, collateral, several or joint. For the purposes aforesaid, the Lender may use all or any part of such credit balance to buy such other currencies as may be necessary to effect such application or set-off.

17.2 If all monies payable under this Agreement and the Security Documents become due and payable pursuant to a declaration under Clause 14.2, all monies received or recovered by the Lender under this Agreement and the Security Documents shall be applied, subject to any prior ranking claims, and subject to the right of the Lender to credit any such monies to a suspense account as follows:

(1) in or towards the discharge of, on a full indemnity basis, all costs, expenses and charges (including legal fees) reasonably incurred by the Lender in connection with the perfection and enforcement of this Agreement and the Security Documents and the preservation or exercise or intended or attempted exercise of any rights, powers and remedies hereunder or thereunder or otherwise in connection with the Loan or the admissibility in evidence of this Agreement and the Security Documents;

(2) in or towards the discharge of fees and all other amounts (other than the Loan and interest payable by the Borrower under this Agreement and the Security Documents) reasonably payable by the Borrower pursuant to, under or in connection with this Agreement and the Security Documents;

(3) in or towards the discharge of interest (including default interest) payable by the Borrower pursuant to, under or in connection with this Agreement and the Security Documents;

(4) in or towards the discharge of the Loan; and

(5) as to the balance, subject to the rights of any third parties of which the Lender has actual notice, to the Borrower.

18. <u>CONFIDENTIALITY</u>

18.1 No public announcement or communication of any kind shall be made in respect of the subject matter of this Agreement unless specifically agreed between the parties or unless an announcement is required pursuant to the applicable law and the regulations or the requirements of the Stock Exchange, the SFC or any other regulatory body or authority. Any announcement by any party required to be made pursuant to any relevant law or regulation or the requirements of the Stock Exchange, the SFC or any other regulatory body or authority shall be issued only after such prior consultation with the other party as is reasonably practicable in the circumstances.

18.2 Each of the parties undertakes to the other that it will not, at any time after the date of this Agreement, divulge or communicate to any person other than to its professional advisers, or when required by law, or to its respective officers or employees or advisers whose province it is to know the same any confidential information concerning the business, accounts, finance or contractual arrangements or other dealings, transactions or affairs of the other party which may be within or may come to its knowledge and it shall use its best endeavours to prevent the publication or disclosure of any such confidential information concerning such matters.

19. NOTICES

19.1 All notices or communications required to be served or given pursuant to this Agreement:

(1) shall be in writing and may be sent by prepaid postage, mail (by airmail if to another country) or facsimile (but, if by facsimile from the Borrower, shall promptly be confirmed by mail) or personal delivery;

(2) shall be sent to the parties at the facsimile number or address from time to time designated in writing by that party to the other; the initial facsimile number and address so designated by each party being set out in Schedule 1;

(3) shall be deemed to have been given and received by the recipient of such notices or communications (a) within three (3) days after the date of posting, if sent by mail; (b) when delivered, if delivered by hand; and (c) on despatch in legible form, if sent by facsimile; and

(4) shall be in the English language.

20. MISCELLANEOUS

20.1 A certificate issued by the Lender as to any sum payable by the Borrower under this Agreement and any other certificate, determination, notification or opinion of the Lender provided for in this Agreement shall, in the absence of manifest error, be conclusive evidence against the Borrower.

20.2 If at any time any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.

20.3 Save as may be expressly otherwise provided herein, time is of the essence of this Agreement but no failure or delay on the part of the Lender to exercise any power, right or remedy hereunder shall operate as a waiver thereof nor shall a waiver by the Lender of any particular default by the Borrower affect or prejudice the right, power or remedy of the Lender in respect of any other default or any subsequent default of the same or a different kind nor shall any single or partial exercise by the Lender of any power, right or remedy hereunder preclude any other or further exercise thereof or the exercise of any power, right or remedy.

20.4 No power, right or remedy conferred under this Agreement and the Security Documents upon the Lender is intended to be exclusive of any other power, right or remedy but shall be cumulative and shall be in addition to every other power and remedy now or hereafter existing at law, in equity, by statute or contract or otherwise.

20.5 No waiver of any Event of Default shall be effective unless in writing signed by the Lender.

20.6 This Agreement and the Security Documents may not be amended save in writing duly signed by all parties hereto and thereto.

20.7 The Lender may grant waivers, consents or indulgence in respect of any one or more obligations of or conditions or requirements imposed on or applied to the Borrower under or in connection with this Agreement including without limitation any condition or requirement applicable to the making of an Advance under the Facilities, or prepayment of the Loan and any such waiver, consents or indulgence may be given subject to such terms and conditions as may be reasonably imposed by the Lender.

20.8 This Agreement may be executed in any number of counterparts all of which, taken together, shall constitute one and the same agreement.

21. ASSIGNMENT

21.1 This Agreement shall enure to the benefit of the parties hereto and their respective successors, assignees and transferees.

21.2 The Borrower may not assign or novate any of its rights or obligations under this Agreement.

21.3 The Lender may at any time, with the prior written consent of the Borrower, assign or novate its rights, benefits or obligations hereunder or any part thereof to any one or more persons on such terms and conditions as it may deem fit. The assignee lender(s) shall have the same rights and benefits and/or obligations against the Borrower under this Agreement and the Security Documents as if it/they were an original party hereto and thereto in respect of the rights and benefits and/or obligations assigned to it/them. The Lender may disclose to a potential assignee or any other person proposing to enter into contractual arrangements with it in relation to this Agreement such information about the Borrower (so far as it is reasonably necessary in the context of the Facilities) as it may think fit, provided that such potential assignee or other person shall be subject to the same confidentiality obligation on the part of the Lender under this Agreement.

22. LAW AND JURISDICTION

22.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.

22.2 The Borrower hereby irrevocably submits to the jurisdiction of the courts of Hong Kong and of any country in which it has assets and hereby irrevocably waives any objection to any proceedings in any such courts on the basis of forum non convenients. The Borrower agrees that a judgment in any proceedings brought in any such courts may be enforced in any other jurisdiction by suit on the judgment or in any other manner permitted by law.

23. CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE

23.1 A person who is not a party to this Agreement or a permitted assignee, has no rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any term of this Agreement, but this does not affect any right or remedy of a third party, which exists or is available apart from such Ordinance.

Schedule 1

Address and Facsimile Number for Notification

Party	Address	Facsimile
The Borrower	[redacted]	N/A
The Lender	Room 1506, 15/F, Wheelock House, 20 Pedder Street, Central, Hong Kong	+852 21274677

Schedule 2

Notice of Drawing

To: Lego Securities Limited
(力高證券有限公司)
Room 1506, 15/F, Wheelock House, 20 Pedder Street, Central, Hong Kong

We refer to the facility agreement dated [•] 2026 (the "**Facility Agreement**") pursuant to which you have agreed to advance a Facilities in the aggregate principal amount of up to Hong Kong dollars [•] Only (HK$) to us.

We hereby:

(1) give you notice that we intend to make a drawing of HK$[●]on [●];

(2) certify that no Event of Default or condition, act or event which, with the giving of notice or lapse of time or both or the fulfilment of any other condition would constitute an Event of Default has occurred, is continuing or would result from the drawing requested hereunder; and

(3) represent and warrant that the representations and warranties set out in Clause 12 of the Facility Agreement are true and correct in all material respects on the date hereof with reference to the facts and circumstances now existing.

We hereby irrevocably authorise and direct you to credit all the proceeds of the drawing under the Loan to account no. [•] maintained by us with you. Acknowledge receipt by the recipient shall be deemed as our receipt of the drawdown sum.

Expressions capitalised and not defined in this Notice of Drawing shall have the meanings attributed thereto in the Facility Agreement.

For and on behalf of
Yomi.sun Holding Limited

____
Name:
Position:

For and on behalf of
Lego Corporate Finance Limited

Name:
Position:

Schedule 3

Listco Share Charge

IN WITNESS hereof the parties hereto have duly executed this Agreement as of the day and year first above written.

THE BORROWER

SEALED with the common seal of	)
Yomi.sun Holding Limited	) *For and on behalf of*
and **SIGNED** by	) Yomi.sun Holding Limited
Sun Taoyong	)
As its sole director	) ....
for and on its behalf	) *Authorized Signature(s)*
in the presence of: 俞仪亭	)

<u>THE LENDER</u>

SIGNED by LI WING CHUNG)
for and on behalf of)
LEGO SECURITIES)
LIMITED)
in the presence of:)

Hung Chou Fai