

## 全面要約融資協議

### GENERAL OFFER FINANCING AGREEMENT

本協議乃由以下各方於二零二六年一月十一日簽訂：

THIS AGREEMENT is made on this 11th day of January, 2026 BY AND BETWEEN:

(1) 資金提供方 (The "Financier"):

名稱 (Name): 朝盛投資有限公司 (SolarStone Investment Limited)

註冊地址 (Registered Address): Unit 01, 7/F, Beautiful Group Tower, 74-77 Connaught Road, Central, Hong Kong



(2) 要約人 (The "Offeror"):

名稱 (Name): 大成國際控股有限公司 (Dacheng International Holdings Limited)

註冊地址 (Registered Address): 香港新蒲崗太子道東 706 號太子工業大廈海德匯 24 樓 A27 室

#### 背景 (RECITALS)

(A) 要約人擬根據香港《公司收購、合併及股份回購守則》（「收購守則」）向 [目標上市公司名稱]（股份代號: 1429）（天任集團控股有限公司）的股東提出強制性無條件現金全面要約（「全面要約」）。	(A) The Offeror intends to make a mandatory unconditional cash general offer (the "General Offer") for all the shares of Skymission Group Holdings Limited (Stock Code: 1429) (the "Target Company") in accordance with The Hong Kong Code on Takeovers and Mergers and Share Buy-backs (the "Takeovers Code").
(B) 為符合收購守則下有關財務資源確認的要求，要約人已請求資金提供方提供一筆備用融資，而資金提供方已同意根據本協議的條款及條件，提供該筆融資。	(B) To satisfy the financial resources confirmation requirement under the Takeovers Code, the Offeror has requested the Financier to provide a standby facility, and the Financier has agreed to provide such facility upon the terms and subject to the conditions of this Agreement.
(C) 各方茲此訂立本協議，以載明有關融資的條款及條件。	(C) The parties hereby enter into this Agreement to set out the terms and conditions governing the said financing.

各方經協商，茲同意如下 (NOW, IT IS HEREBY AGREED AS FOLLOWS):

## 1. 定義與釋義 (DEFINITIONS AND INTERPRETATION)

**1.1 定義 (Definitions)** 在本協議中，除文意另有所指外，下列詞語具有以下涵義：「安排費」指第3.1條所述的港幣伍拾萬元正 (HK\$500,000) 的費用。「抵押股份」指要約人所持有並根據第5條抵押的目標公司已發行股本中75%的股份。「融資」指資金提供方根據第2條同意提供予要約人的港幣叁仟捌佰萬元正 (HK\$38,000,000) 的備用貸款融資。「全面要約」具有背景(A)段所賦予的涵義。「違約事件」指第11條所列的任何事件或情況。「營業日」指香港持牌銀行開門辦理一般銀行業務的日子（星期六、星期日及公眾假期除外）。「證券戶口」指要約人在朝盛資本有限公司 (SolarStone Capital Limited) 開立並持有的指定證券戶口，戶口號碼為 [戶口號碼]。「香港」指中華人民共和國香港特別行政區。「利率」指根據第4條釐定的適用利率。「收購守則」指香港《公司收購、合併及股份回購守則》。

**1.1 Definitions** In this Agreement, unless the context otherwise requires, the following terms shall have the meanings ascribed to them below: "Arrangement Fee" means the fee of Hong Kong Dollars Five Hundred Thousand (HK\$500,000) as described in Clause 3.1. "Collateral Shares" means 75% of the issued share capital of the Target Company held by the Offeror and pledged pursuant to Clause 5. "Facility" means the standby loan facility of Hong Kong Dollars Thirty-Eight Million (HK\$38,000,000) which the Financier agrees to make available to the Offeror pursuant to Clause 2. "General Offer" has the meaning ascribed to it in Recital (A). "Event of Default" means any of the events or circumstances described in Clause 11. "Business Day" means a day (other than a Saturday, Sunday or public holiday) on which licensed banks in Hong Kong are open for general banking business. "Securities Account" means the designated securities account number [Account Number] opened and maintained by the Offeror with SolarStone Capital Limited. "Hong Kong" means the Hong Kong Special Administrative Region of the People's Republic of China. "Interest Rate" means the applicable interest rate determined in accordance with Clause 4. "Takeovers Code" means The Hong Kong Code on Takeovers and Mergers and Share Buy-backs.

**1.2 釋義 (Interpretation)** 在本協議中，除非文意另有所指：(a) 標題僅為方便閱讀而設，不影響本協議的釋義；(b) 對條款的提述指對本協議條款的提述；(c) 單數詞形包括眾數，反之亦然。

**1.2 Interpretation** In this Agreement, unless the context otherwise requires: (a) headings are for convenience only and shall not affect the interpretation of this Agreement; (b) a reference to a Clause is a

reference to a clause of this Agreement; and (c) words importing the singular include the plural and vice versa.

## 2. 融資安排 (THE FACILITY)

**2.1 融資金額與目的** 根據本協議的條款及條件，資金提供方同意向要約人提供一筆最高總額為港幣叁仟捌佰萬元正 (HK\$38,000,000) 的備用貸款融資，該融資僅可用於支付因全面要約獲接納而產生的現金代價。

**2.1 Facility Amount and Purpose** Subject to the terms and conditions of this Agreement, the Financier agrees to make available to the Offeror a standby loan facility up to an aggregate maximum amount of Hong Kong Dollars Thirty-Eight Million (HK\$38,000,000), for the sole purpose of settling the cash consideration payable upon acceptances of the General Offer.

## 3. 安排費 (ARRANGEMENT FEE)

**3.1 費用金額** 作為資金提供方同意提供本融資的代價，要約人須向資金提供方支付一筆不可退還的安排費，金額為港幣伍拾萬元正 (HK\$500,000)。

**3.1 Fee Amount** In consideration of the Financier agreeing to make the Facility available, the Offeror shall pay to the Financier a non-refundable arrangement fee in the amount of Hong Kong Dollars Five Hundred Thousand (HK\$500,000).

**3.2 支付方式** 安排費應在全面要約完成（即要約期結束）後，由資金提供方直接從要約人的證券戶口中扣除。要約人須不可撤銷地授權朝盛資本有限公司執行此扣款指令。

**3.2 Payment Mechanism** The Arrangement Fee shall be paid by way of direct debit by the Financier from the Offeror's Securities Account immediately upon the completion of the General Offer (i. e., the closing of the offer period). The Offeror shall irrevocably authorize SolarStone Capital Limited to execute such debit instruction.

**3.3 存款義務與違約** 要約人承諾，在全面要約完成後的三 (3) 個營業日內，將足額支付安排費的資金存入證券戶口。若要約人未能按時存入足夠資金以供扣款，則構成第 11 條下的一項違約事件。

**3.3 Deposit Obligation and Default** The Offeror undertakes to deposit sufficient funds into the Securities Account to cover the Arrangement Fee within three (3) Business Days following the completion of the General Offer. Failure by the Offeror to deposit sufficient funds for such deduction in a timely manner shall

constitute an Event of Default under Clause 11.

## 4. 利息 (INTEREST)

**4.1** 利率 僅在要約人提取及使用融資的情況下，利息方會產生。利息將按以下利率就已提取及未償還的本金計算：(a) 自首次提取日起計首三個月內，月利率為百分之一點五 (1.5%)。 (b) 自第四 (4) 個月起，月利率為百分之二 (2.0%)。

**4.1 Interest Rate** Interest shall accrue only if and when the Facility is drawn down and utilized by the Offeror. Interest on the principal amount drawn and outstanding shall be calculated at the following rates: (a) For the first three (3) months from the date of first drawdown, at a rate of one point five percent (1.5%) per month. (b) From the fourth (4th) month onwards, at a rate of two percent (2.0%) per month.

**4.2** 利息支付 若融資被提取，應計利息須按月支付。要約人須在每個月的第三 (3) 個營業日或之前，支付上一個月的全部應計利息及任何適用費用。未能按時支付構成第 11 條下的一項違約事件。

**4.2 Interest Payment** If the Facility is drawn down, accrued interest shall be payable monthly in arrears. The Offeror shall, on or before the third (3rd) Business Day of each calendar month, pay all accrued interest for the preceding month and any applicable fees. Failure to make timely payment shall constitute an Event of Default under Clause 11.

## 5. 抵押品 (COLLATERAL)

**5.1** 股份抵押 作為融資及要約人於本協議項下所有義務的持續抵押，要約人須在二零二六年一月三十日或之前，將其合法及實益擁有的目標公司已發行股本中百分之七十五 (75%) 的股份（即「抵押股份」）存入並保管於證券戶口內，並以資金提供方為受益人設立第一優先押記。

**5.1 Share Pledge** As continuing security for the Facility and all obligations of the Offeror hereunder, the Offeror shall, on or before January 30, 2026, deposit and maintain its legal and beneficial ownership of seventy-five percent (75%) of the issued share capital of the Target Company (the "Collateral Shares") into the Securities Account, and create a first priority charge over such shares in favour of the Financier.

**5.2** 抵押解除 若融資在整個有效期內從未被提取使用，在本協議根據第 8 條終止或屆滿後，對抵

**5.2 Release of Collateral** If the Facility is not drawn down at any time during its

<p>押股份的押記將自動解除，資金提供方須配合辦理所有必要的解押手續。</p>	<p>availability, the charge over the Collateral Shares shall be automatically released upon the termination or expiry of this Agreement pursuant to Clause 8, and the Financier shall cooperate in executing all necessary documents for such release.</p>
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## 6. 還款與支付機制 (REPAYMENT AND PAYMENT MECHANISM)

<p><b>6.1 直接扣款授權</b> 要約人在此不可撤銷地授權資金提供方及/或朝盛資本有限公司，在任何費用（包括安排費）或利息到期應付時，直接從證券戶口中扣除相應款項，無需另行通知。</p>	<p><b>6.1 Direct Debit Authorization</b> The Offeror hereby irrevocably authorizes the Financier and/or SolarStone Capital Limited to directly debit from the Securities Account any amount of fees (including the Arrangement Fee) or interest as and when they become due and payable, without prior notice.</p>
<p><b>6.2 還款</b> 融資的任何已提取本金，連同所有應計利息及其他應付款項，最遲須於全面要約結束後六（6）個月內全數清償，或按資金提供方與要約人另行書面協定的日期清償。</p>	<p><b>6.2 Repayment</b> Any principal amount drawn under the Facility, together with all accrued interest and other sums payable, shall be repaid in full no later than six (6) months after the closing of the General Offer, or on such other date as may be separately agreed in writing between the Financier and the Offeror.</p>

## 7. 先決條件 (CONDITIONS PRECEDENT)

<p>資金提供方提供融資的義務，取決於以下先決條件已獲滿足（或獲資金提供方書面豁免）：(a) 資金提供方已收到由要約人正式簽署的本協議正本；(b) 要約人已根據第5.1條的規定，將抵押股份存入證券戶口並辦妥押記手續；(c) 要約人已提供其（如為公司）的註冊成立文件、董事會決議案及其他資金提供方合理要求的公司文件，以證明其有權簽訂及履行本協議。</p>	<p>The obligation of the Financier to provide the Facility is subject to the satisfaction (or waiver in writing by the Financier) of the following conditions precedent: (a) The Financier having received a duly executed original of this Agreement from the Offeror; (b) The Offeror having deposited the Collateral Shares into the Securities Account and perfected the charge in</p>
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accordance with Clause 5.1; (c) The Offeror having provided its constitutional documents, board resolutions (if a company), and other corporate documents as the Financier may reasonably require to evidence its authority to enter into and perform this Agreement.

## 8. 資金保證與要約期限 (FACILITY GUARANTEE AND OFFER PERIOD)

<p><b>8.1 資金保證</b> 資金提供方保證，在本協議有效期內，其將維持足夠的流動資金（即港幣叁仟捌佰萬元），以應對要約人根據本協議條款提取融資的需求。</p>	<p><b>8.1 Facility Guarantee</b> The Financier guarantees that, during the term of this Agreement, it will maintain sufficient liquid funds (i.e., HK\$38,000,000) to meet any drawdown request made by the Offeror in accordance with the terms hereof.</p>
<p><b>8.2 期限與延期</b> 本協議下的資金保證有效期為自本協議簽署之日起計九十 (90) 日。若全面要約在該九十 (90) 日期限內未能完成，資金提供方有權自行決定：(a) 撤銷本融資安排及相關的資金保證；或 (b) 在要約人支付一筆額外費用港幣伍拾萬元正 (HK\$500,000) 後，將資金保證的有效期延長三十 (30) 日。該延期費用須在原九十日期限屆滿前支付。</p>	<p><b>8.2 Term and Extension</b> The facility guarantee under this Agreement shall be valid for a period of ninety (90) days from the date of this Agreement. If the General Offer is not completed within the said 90-day period, the Financier shall have the right, at its sole discretion, to either: (a) withdraw this financing arrangement and the related facility guarantee; or (b) extend the validity of the facility guarantee for an additional thirty (30) days upon payment by the Offeror of an additional fee of Hong Kong Dollars Five Hundred Thousand (HK\$500,000). Such extension fee shall be paid prior to the expiry of the original 90-day period.</p>

## 9. 聲明與保證 (REPRESENTATIONS AND WARRANTIES)

<p>要約人向資金提供方聲明及保證，自本協議簽署之日起及至所有款項獲全數償還為止：(a) 其具</p>	<p>The Offeror represents and warrants to the Financier, as of the date of this Agreement</p>
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有完全的法律權利及權限簽訂及履行本協議；  
(b) 本協議構成其合法、有效及具約束力的責任；(c) 其為抵押股份的唯一合法及實益擁有人，該等股份並無附帶任何產權負擔（本協議設立的除外）；(d) 其簽訂及履行本協議不會違反任何適用於其的法律、法規或合約責任。

and until all amounts hereunder are fully repaid, that: (a) it has the full legal right, power and authority to enter into and perform this Agreement; (b) this Agreement constitutes its legal, valid and binding obligations; (c) it is the sole legal and beneficial owner of the Collateral Shares, free from any encumbrances (other than as created by this Agreement); (d) its execution and performance of this Agreement do not violate any law, regulation, or contractual obligation applicable to it.

## 10. 承諾 (COVENANTS)

在本協議有效期內，要約人承諾：(a) 遵守所有適用法律法規，包括但不限於收購守則；(b) 未經資金提供方事先書面同意，不得在抵押股份上設立任何其他押記、留置權或第三方權益；(c) 及時向資金提供方提供其合理要求的有關全面要約進展及自身財務狀況的資料。

During the term of this Agreement, the Offeror covenants that it will: (a) comply with all applicable laws and regulations, including but not limited to the Takeovers Code; (b) not create or permit to subsist any other charge, lien, or third-party interest over the Collateral Shares without the prior written consent of the Financier; (c) promptly provide the Financier with such information concerning the progress of the General Offer and its own financial condition as the Financier may reasonably request.

## 11. 違約事件 (EVENTS OF DEFAULT)

任何以下事件均構成違約事件：(a) 要約人未能根據本協議條款按時支付任何到期款項（包括安排費、利息或本金）；(b) 要約人違反本協議項下的任何聲明、保證或承諾；(c) 要約人進入破產、清盤或任何類似程序；(d) 資金提供方合理

Each of the following events shall constitute an Event of Default: (a) The Offeror fails to pay any amount due under this Agreement (including the Arrangement Fee, interest, or principal) on its due

地認為，發生了可能對要約人履行其在本協議項下義務的能力產生重大不利影響的事件。

date; (b) The Offeror breaches any representation, warranty, or covenant under this Agreement; (c) The Offeror becomes subject to bankruptcy, liquidation, or any similar proceedings; (d) An event occurs which, in the reasonable opinion of the Financier, may have a material adverse effect on the Offeror's ability to perform its obligations under this Agreement.

## 12. 違約後果 (CONSEQUENCES OF DEFAULT)

在發生違約事件後，資金提供方有權（但無義務）採取以下任何一項或多項行動：(a) 宣布所有未償還本金、應計利息及其他應付款項立即到期應付；(b) 行使其作為承押人的權利，包括但不限於，在無需事先通知要約人的情況下，以其認為合適的方式及價格，出售、轉讓或以其他方式處置部分或全部抵押股份，並將所得款項用於清償要約人的欠款。任何出售所得款項在扣除所有相關成本及費用後，若有餘額，應退還予要約人。

Upon the occurrence of an Event of Default, the Financier shall be entitled (but not obligated) to take any one or more of the following actions: (a) declare all outstanding principal, accrued interest, and other sums payable to be immediately due and payable; (b) exercise its rights as chargee, including, without limitation, the right to sell, transfer, or otherwise dispose of some or all of the Collateral Shares in such manner and at such price as it deems fit, without prior notice to the Offeror, and apply the proceeds to discharge the indebtedness of the Offeror. Any surplus from the sale proceeds, after deducting all related costs and expenses, shall be returned to the Offeror.

## 13. 保密 (CONFIDENTIALITY)

除法律、法規或監管機構（如香港證券及期貨事務監察委員會）要求披露外，任何一方不得向任何第三方披露本協議的存在或其任何條款。此保密義務在全面要約公告中按收購守則要求披露融資安排時不適用。

Except as required by law, regulation, or any regulatory authority (such as the Hong Kong Securities and Futures Commission), neither party shall disclose the existence or any of the terms of this Agreement to

	any third party. This confidentiality obligation shall not apply to the disclosure of the financing arrangements in the General Offer announcement as required by the Takeovers Code.
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## 14. 管轄法律與司法管轄權 (GOVERNING LAW AND JURISDICTION)

<b>14.1</b> 管轄法律 本協議受香港法律管轄並按其解釋。	<b>14.1 Governing Law</b> This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.
<b>14.2</b> 司法管轄權 各方不可撤銷地同意，香港法院對解決因本協議引起的或與之相關的任何爭議、糾紛或索償具有專屬司法管轄權。	<b>14.2 Jurisdiction</b> The parties irrevocably agree that the courts of Hong Kong shall have exclusive jurisdiction to settle any dispute, controversy, or claim arising out of or in connection with this Agreement.

## 15. 雜項條款 (MISCELLANEOUS)

<b>15.1</b> 完整協議 本協議構成各方就其主題事項達成的完整協議，並取代所有先前就該主題事項作出的口頭或書面協議、諒解或安排。	<b>15.1 Entire Agreement</b> This Agreement constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior oral or written agreements, understandings, or arrangements relating thereto.
<b>15.2</b> 通知 本協議項下的任何通知均須以書面形式，並通過專人遞送或掛號郵件方式送達至本協議首頁所示的各方地址。	<b>15.2 Notices</b> Any notice hereunder shall be in writing and delivered by hand or by registered mail to the respective addresses of the parties as set out on the first page of this Agreement.
<b>15.3</b> 文本 本協議以中、英文兩種語言擬備。如中、英文版本有任何歧義，概以英文版本為準。	<b>15.3 Language</b> This Agreement is prepared in both Chinese and English. In the event of any discrepancy between the Chinese and English versions, the English version shall prevail.
<b>15.4</b> 簽署文本 本協議可簽署任意數量的文本，每一份文本均應視為正本，所有文本共同構成一	<b>15.4 Counterparts</b> This Agreement may be executed in any number of counterparts,

份及同一份文書。

each of which shall be deemed an original,  
and all of which together shall constitute  
one and the same instrument.

茲此為證，各方已於文首所述日期正式簽署本協議。

IN WITNESS WHEREOF, the parties have duly executed this Agreement on the date first above written.

為及代表 資金提供方

為及代表 要約人

For and on behalf of the Financier

For and on behalf of the Offeror

朝盛投資有限公司 / SolarStone Investment Limited



姓名 (Name): 黃穎文

W, H, M.

職位 (Title): 董事 (Director)

大成國際控股有限公司 / Dacheng International Holdings Limited

姓名 (Name): 鄭峰

鄭峰

職位 (Title): 董事 (Director)