

DATED 29th DECEMBER 2023

SUPREME SINO HOLDINGS LIMITED
(as **Borrower**)

PLANETIC INTERNATIONAL LIMITED
(as **Lender**)

TAM CHUNG WAI
(as **Guarantor**)

FOURTH SUPPLEMENTAL AGREEMENT

THIS FOURTH SUPPLEMENTAL AGREEMENT is dated of 29th December 2023 and made

BETWEEN:

- (1) **SUPREME SINO HOLDINGS LIMITED (瑞昌控股有限公司)**, of Flat C, 47/F., Tower 1, 8 First Street, Island Crest, Sai Ying Pun, Hong Kong (Company No. 1784507), as borrower ("**Borrower**");
- (2) **PLANETIC INTERNATIONAL LIMITED**, whose registered office is situate at Flat E, 23rd Floor, The Globe, No. 79 Wing Hong Street, Kowloon, Hong Kong, as lender ("**Lender**"); and
- (3) **TAM CHUNG WAI**, holder of Hong Kong Identity Card No. Z085938(A), of House 92B, Pokfulam Peak, No. 92B Pok Fu Lam Road, Hong Kong, as guarantor ("**Guarantor**").

RECITALS

- (A) This Fourth Supplemental Agreement is supplemental to a loan agreement between the Borrower, the Lender and the Guarantor dated 12th November 2021 and as supplemented by the Supplemental Agreement of 11th May 2022 and the Second Supplemental Agreement of 30th December 2022 and the Third Supplemental Agreement of 15th June 2023 (the "**Agreement**"), on terms and conditions of which the Lender agreed to make available to the Borrower the Loan (as defined therein).
- (B) As at the date hereof, the outstanding principal amount of the Loan is **FORTY FIVE MILLION EIGHT HUNDRED THOUSAND HONG KONG DOLLARS ONLY (HK\$45,800,000.00)** (which, for the avoidance of doubt, excludes accrued interests and all other amounts accrued under the Agreement and the Security Documents). The parties agree to reduce the loan facility to **FORTY FIVE MILLION EIGHT HUNDRED THOUSAND HONG KONG DOLLARS ONLY (HK\$45,800,000.00)** after repayment of principal amount of **FOUR MILLION TWO HUNDRED THOUSAND HONG KONG DOLLARS (HK\$4,200,000.00)**.
- (C) The parties agree to further amend the Agreement to extend the Final Repayment Date as provided below and the Lender has agreed to do so upon and subject to the terms and conditions of this Fourth Supplemental Agreement.

NOW IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

In this Fourth Supplemental Agreement:

"**Confirmatory Guarantee 4**" means a confirmatory deed of guarantee of even date executed or to be executed by the Guarantor in favour of the Lender in relation to the Guarantee in form and substance satisfactory to the Lender in all respects;

“Confirmatory Share Charge 4” means a confirmatory share charge of even date executed or to be executed by the Borrower in favour of the Lender in relation to the Share Charge as in form and substance satisfactory to the Lender in all respects;

“Confirmatory Security Documents 4” means collectively the Confirmatory Guarantee 4 and the Confirmatory Share Charge 4;

1.2 Construction

Unless the contrary appears terms defined in the Agreement has the same meaning in this Fourth Supplemental Agreement.

2. REPRESENTATIONS AND WARRANTIES

Each of the Borrower and the Guarantor unconditionally and irrevocably warrants and represents to the Lender as at the date of this Fourth Supplemental Agreement that:

- (a) This Fourth Supplemental Agreement:
 - (i) constitutes a legally valid and binding and (subject to remedies provided by law) enforceable obligation of the Borrower and the Obligors;
 - (ii) (where applicable) is within the powers of and has been duly authorised by appropriate corporate action of the Borrower and the Obligors;
 - (iii) does not conflict with any law or regulation or judgment or (where applicable) the Memorandum or Articles of Association of the Borrower and the Obligors, or any agreement or document to which the Borrower or the Obligors is a party or which is binding upon it or any of its assets; and
 - (iv) does not require any Authorization, approval, consent, licence or registration for its execution, performance, validity or enforceability;
- (b)
 - (i) The Agreement (as amended by this Fourth Supplemental Agreement) remains valid and legally binding on the Borrower and the Guarantor.
 - (ii) The Mortgage over the Property to secure the Borrower’s obligations under the Agreement (as amended by this Fourth Supplemental Agreement) remains valid and legally binding and enforceable obligations of the Borrower;
 - (iii) The Guarantee to secure the Borrower’s obligations under the Mortgage remains valid and legally binding and enforceable obligations of the Guarantor;

- (iv) The guarantee given by the Guarantor to secure the obligations of the Borrower's obligations under the Agreement (as amended by this Fourth Supplemental Agreement) remains valid and legally binding and enforceable obligations of the Guarantor; and
- (v) The Share Charge, the Confirmatory Share Charge(s) of 11th May 2022 and 30th December 2022 and 15th June 2023 remain valid, legally binding and enforceable.
- (c) all of the representations and warranties contained in the Agreement, the Share Charge, the Confirmatory Share Charge(s) of 11th May 2022, 30th December 2022 and 15th June 2023, the Guarantee, the Confirmatory Guarantee(s) of 11th May 2022, 30th December 2022 and 15th June 2023 and the Mortgage are true and accurate as if repeated on the date of this Fourth Supplemental Agreement with reference to the facts and circumstances subsisting on such date.

3. **CONDITIONS**

- 3.1 The Borrower shall deliver to the Lender on the date of this Fourth Supplemental Agreement in form and substance satisfactory to the Lender (save as otherwise waved by the Lender):
 - (a)
 - (i) this Fourth Supplemental Agreement duly executed by the Borrower and the Guarantor;
 - (ii) payment of the sum of Fifty Thousand Hong Kong Dollars (HK\$50,000.00) being the Arrangement Fee payable to the Lender.
 - (b) in relation to the Borrower and Obligor (which is a corporation), certified true copies of:
 - (i) its certificate of incorporation, memorandum of association (if any), articles of association, bye-laws (if any) and all other constitutional documents;
 - (ii) its current business registration certificate (if any) and all other necessary authorisations for the operation of its business;
 - (iii) its current register of members;
 - (iv) its current register of directors;
 - (v) its current registration of charges (if any); and

- (vi) resolutions of its board of directors and shareholders (if so request by the Lender) approving the transactions contemplated under this Fourth Supplemental Agreement and the Confirmatory Security Documents 4 to which it is a party and authorizing a person or persons to execute this Fourth Supplemental Agreement, the relevant Confirmatory Security Documents 4 and any other notices or documents required in connection herewith or therewith, and the specimen signature(s) of such person(s);
- (c) in relation to the Guarantor, certified true copies of:
 - (i) his Hong Kong identity card; and
 - (ii) his address proof;
- (d) the Confirmatory Guarantee 4 duly executed by the Guarantor;
- (e) the Confirmatory Share Charge 4 duly executed by its shareholder;
- (f) evidence that all authorisations have been obtained and all necessary filings, registrations and other formalities (including without limitation, notifications to the Stock Exchange or disclosure requirements under the Listing Rules) have been or will be completed in order to ensure that the Agreement (as amended by this Fourth Supplemental Agreement) and the Security Documents (as confirmed and varied by the Confirmatory Security Documents 4) are valid and enforceable;
- (g) a copy of any other authorisation or other document, opinion or assurance which the Lender has notified the Borrower is necessary or desirable in connection with the entry into and performance of, and the transactions contemplated by this Fourth Supplemental Agreement or the Mortgage or any Confirmatory Security Documents 4 or for the validity or enforceability of the Agreement (as amended by this Fourth Supplemental Agreement) and the Security Documents;
- (h) At the signing of this Fourth Supplemental Agreement, the Borrower shall give to the Lender one (1) post-dated cheques for payments of Interest and one (1) undated cheque for repayment of the Loan to the Lender as set out in Schedule 1.
 - (i) The Borrower irrevocably authorizes the Lender to date the cheques as the Lender deems fit for any amount(s) due from the Borrower or any amounts payable as demanded by the Lender for repayment from the Borrower.
 - (ii) The Borrower irrevocably authorises the Lender to date the cheques as the Lender deems fit regardless of whether there is an Event of Default;
- (i) such other documents relating to any of the matters contemplated herein as the Lender may reasonably request.

3.2 Conditions Subsequent

- (a) The Borrower agrees with the Lender that within two (2) Banking Days from the date of the Confirmatory Share Charge 4, the Lender shall receive from the Borrower a certified copy of the updated register of charges of the Borrower; and
 - (b) The Borrower agrees with the Lender that within three (3) weeks from the date of the Confirmatory Share Charge 4, the Lender shall receive from the Borrower the original certificate of registration of charge issued by the Companies Registry of Hong Kong evidencing that the requirements under the relevant sections of the Companies Ordinance as to registration has been complied with.
- 3.3
- (a) All the documents and evidence referred to in Clauses 3.1 and 3.2 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 a responsible officer of the Borrower or other parties concerned.
 - (b) The conditions precedent specified in Clause 3.1 are inserted solely for the benefit of the Lender and may be waived, in whole or in part, and with or without conditions, by the Lender in its discretion at any time without prejudicing its right to require fulfillment of such conditions in whole or in part at any time after such waiver.
- 3.4
- (a) The Borrower shall pay the Interest to the Lender in the manner set out in Schedule 1 attached hereto;
 - (b) The Borrower shall repay the Loan in full on the Final Repayment Date.

4. AMENDMENTS

The Agreement shall be amended as follows:

- (a) the provisions of the Agreement shall be read, construed and interpreted throughout as though the following definitions were substituted for those contained in the Agreement:-
 - (i) “Final Repayment Date” shall mean 29th January 2024 (or such later date as may be agreed to by the Lender in writing).
 - (ii) “Loan” shall mean the sum of **HONG KONG DOLLARS FORTY FIVE MILLION EIGHT HUNDRED THOUSAND (HK\$45,800,000.00)**
 - (iii) Schedule 2 of the Loan Agreement of 12th November 2021 shall be amended to add:-
 - “ 3. Guarantee

4. Confirmatory Share Charge of 11th May 2022
5. Confirmatory Guarantee of 11th May 2022
6. Confirmatory Share Charge of 30th December 2022
7. Confirmatory Guarantee of 30th December 2022
8. Confirmatory Share Charge 3 of 15th June 2023
9. Confirmatory Guarantee 3 of 15th June 2023
10. Confirmatory Share Charge 4
11. Confirmatory Guarantee 4 ”

(iv) Clause 3.2 of the Agreement shall be amended by adding the words “subject to one day’s prior notice” at line 3 after the words “Secured Indebtedness”.

(v) Clause 3.3 of the Agreement shall be amended by deleting the words “not less than seven (7) days prior irrecoverable notice in writing” at line 2.

(vi) Clause 3.5(d) of the Agreement shall be deleted in entirety and replaced with the new Clause 3.5(d) as follows:-

“The Borrower shall repay the Loan and interest on the Loan in accordance with repayment schedule as set out in Schedule 1 (attached) to this Fourth Supplemental Agreement.”

(vii) Clause 6.12(a) of the Agreement shall be deleted and replaced by the new Clause 6.12(a) as follows:-

“the Loan, which shall be fully repaid or prepaid on or before the Final Repayment Date;”

5. CONTINUITY

The Agreement shall, save as amended by this Fourth Supplemental Agreement, continue in full force and effect and, the Agreement and this Fourth Supplemental Agreement will be read and construed as one (1) document with effect from the date of this Fourth Supplemental Agreement.

6. EXPENSES

The Borrower shall forthwith on demand and whether or not all conditions precedent set out in Clause 3.1 hereof have been fulfilled pay to or reimburse the Lender for all costs, charges and expenses (including legal and other fees on a full indemnity basis and other out-of-pocket expenses) incurred by it in connection with the negotiation, preparation, printing, execution, administration and (where relevant) registration of this Fourth Supplemental Agreement, the Security Documents 4 and any other documentation (including but not limited to legal opinions) required hereunder or thereunder.

7. COUNTERPARTS

This Fourth Supplemental Agreement may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Fourth Supplemental Agreement.

8. MISCELLANEOUS

8.1 The Borrower and the Guarantor joins in this Fourth Supplemental Agreement in order to acknowledge and approve the terms of this Fourth Supplemental Agreement and to confirm that each of them and remains bound in all respects by the terms of the Agreement, Security Documents, the Confirmatory Security Documents 4, the Mortgage and the Guarantee executed by it.

8.2 Process Agent

(a) The Guarantor irrevocably appoints the Borrower (and the Borrower hereby accepts irrevocably the appointment) to be its agent under this Fourth Supplemental Agreement for service of process in any proceedings before the Hong Kong courts.

(b) If any person appointed as process agent under this Clause 8.2 is unable for any reason to so act, and the Guarantor must immediately (and in any event within ten (10) days of the event taking place) appoint another agent on terms acceptable to the Lender. Failing this, the Lender may appoint another process agent for this purpose.

(c) The Guarantor agrees that failure by a process agent to notify it of any process will not invalidate the relevant proceedings.

(d) This Clause 8.2 does not affect any other method of service allowed by law.

8.3 A person who is not a party to this Agreement shall not have any right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) to enforce any provisions of this Fourth Supplemental Agreement.

IN WITNESS whereof this Fourth Supplemental Agreement has been duly executed as a deed by the parties hereto.

EXECUTION PAGE

The Borrower

SEALED with the COMMON SEAL of)
SUPREME SINO HOLDINGS)
LIMITED and)
SIGNED by)
Tam Sze Leung)
in the presence of:)



The Lender

SIGNED by
duly authorised
for and on behalf of
PLANETIC INTERNATIONAL
LIMITED
in the presence of:

)
)
)
)
)
)

A handwritten signature in black ink, appearing to be 'S. J. K.', followed by a vertical line.

The Guarantor

SIGNED, SEALED and DELIVERED)
as a Deed by **TAM CHUNG WAI**)
(Holder of Hong Kong Identity Card No.)
Z085938(A)))
in the presence of:)



PLANETIC INTERNATIONAL LTD
Loan Repayment Schedule
(Expressed in Hong Kong Dollars)

Ref no. : 0127.1.3

Borrower : Supreme Sino Holdings Limited

Principal : HKD 45,800,000

Effective Date : 30-Dec-23

Final Maturity Dai : 29 Jan 2024

Interest Rate : 14%

Due Date	Term No.	Principal	Interests	Repayment Amount	Loan Outstanding
30-Dec-23					45,800,000
29-Jan-24	1	0	534,333	534,333	45,800,000
	2	45,800,000	0	45,800,000	0
			534,333		

Remarks:

Please issue cheque payable to "Planetic International Limited"