

Dated the 15th day of July 2026

EASYKNIT INTERNATIONAL HOLDINGS LIMITED

and

CONSTANCE CAPITAL LIMITED

LOAN AGREEMENT

THIS LOAN AGREEMENT (this “**Loan Agreement**”) is made the 15th day of July 2026

BETWEEN:

EASYKNIT INTERNATIONAL HOLDINGS LIMITED, a company incorporated with limited liability under the laws of Bermuda and having its registered office at Block A, 7/F, Hong Kong Spinners Building, Phase 6, 481-483 Castle Peak Road, Cheung Sha Wan, Hong Kong (the “**Lender**”); and

CONSTANCE CAPITAL LIMITED whose office is situate at Unit B11, 27/F, NCB Innovation Centre, 888 Lai Chi Kok Road, Cheung Sha Wan, Hong Kong (the “**Borrower**”).

WHEREAS:

- A. The Borrower is a wholly-owned subsidiary of the Lender.
- B. On 15 July 2026, the Borrower entered into a facility letter (the “**Facility Letter**”) with Wise Triumph Limited (the “**Offeror**”), pursuant to which a short-term loan facility in the maximum amount of HK\$52,500,000 shall be advanced by the Borrower to the Offeror for the purpose of making a possible mandatory unconditional general offer in cash for approximately 26.7% of the issued shares in Sheung Yue Group Holdings Limited (a company listed on the Main Board of The Stock Exchange of Hong Kong Limited, stock code 1633.HK) in accordance with the Hong Kong Code on Takeovers and Mergers (the “**General Offer**”).
- C. The Lender has, at the request of the Borrower, agreed to make available to the Borrower a short-term loan facility in the maximum amount of HK\$52,500,000 (the “**Facility**”) for the purpose of financing the General Offer, subject to and upon the terms of this Loan Agreement.

NOW THE PARTIES HERETO HEREBY AGREE AS FOLLOWS:

- 1. Subject to the terms and conditions of this Loan Agreement, the Lender hereby agrees to advance the Facility to the Borrower with effect from the date hereof (the “**Effective Date**”) for the sole and exclusive purpose of financing the General Offer in respect of which the General Offer is accepted.
- 2. The Facility
 - 2.1 Maximum Amount

The Borrower may draw the Facility in one or multiple advances (each an “**Advance**”) from the Effective Date, provided that the aggregate amount of

Advances shall not exceed HK\$52,500,000 at any time.

2.2 Purpose

The Facility shall solely and exclusively be used for financing the General Offer in respect of which the General Offer is accepted.

2.3 Drawdown

Drawdown is not subject to any conditions which can be made at any time during the Availability Period (as defined below), provided that the Borrower shall give the Lender a prior written notice (the “**Drawdown Notice**”) of each Advance of not less than one (1) Business Day (“**Business Day**” is being defined as a day other than a Saturday, Sunday or public holiday on which commercial banks in Hong Kong are open for business or on which the Hong Kong Stock Exchange is open for trading).

2.4 Availability Period

The Facility shall be available upon acceptance of the facility given by the Offeror under the Facility Letter, subject to fulfilment of the terms and conditions set out in the Facility Letter, and may be drawn down up to and including (a) the seventh (7th) Business Day immediately following the final closing date of the composite offer document in respect of the General Offer; or (b) the date and time when the share offer lapses which is sufficient to cover the offer period (whichever is earlier) (the “**Availability Period**”).

2.5 Maturity Date

The maturity date of the Facility (the “**Maturity Date**”) shall be the seventh (7) Business Day after the closing of the General Offer, or such other day as mutually agreed between the Lender and the Borrower in writing (whichever is later).

2.6 Repayment

Without prejudice to the Lender’s overriding right of repayment on demand by giving a prior written notice to the Borrower, the Facility and all sums owing under this Loan Agreement shall be repayable in full by the Borrower on the Maturity Date.

2.7 No Security

The Lender agrees that no security is required from the Borrower in respect of the Facility.

3. Laws and Jurisdiction

- 3.1 This Loan Agreement shall be governed by and construed in all respects in accordance with the laws of Hong Kong.
- 3.2 In relation to any legal action or proceedings to enforce this Loan Agreement (the "Proceedings"), the parties hereto irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts and waive any objection to Proceedings in such courts on the grounds of venue or on the grounds that the Proceedings have been brought in an inconvenient forum.
- 3.3 Unless otherwise expressly provided in this Loan Agreement, any person who is not a party to this Loan Agreement shall have no rights under the Contracts (Rights of Third Parties) Ordinance, Chapter 623 of the Laws of Hong Kong, to enforce or to enjoy the benefit of any provisions of this Loan Agreement.

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AS WITNESS the hands of the parties hereto the day and year first above written.

The Lender

SIGNED by KOON Ho Yan Candy
director(s) for and on behalf of
EASYKNIT INTERNATIONAL HOLDINGS LIMITED)
whose signature(s)
is/are verified by:-

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The Borrower

SIGNED by WU Kwong Chau
director(s) for and on behalf of
CONSTANCE CAPITAL LIMITED
whose signature(s)
is/are verified by:-

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