



KWOK YIH & CHAN
郭葉陳律師事務所

SUPPLEMENTAL AGREEMENT

Dated 26 March 2025

HK ASIA HOLDINGS LIMITED
(as “Issuer”)

and

- (1) 210K CAPITAL, LP
- (2) SORA VALKYRIE LIMITED
- (3) ALLIED TOP INVESTMENTS LIMITED (恒達投資有限公司) (collectively,
as “Subscribers”)

and

**TOP LEGEND SPC (for and on behalf of one of its segregated portfolios Aces
SP) (as “Top Legend SPC”)**

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DETAILS

| Parties | | Issuer, Subscribers and Top Legend SPC |
|-----------------|--|---|
| Issuer | Name | HK ASIA HOLDINGS LIMITED |
| | Registered Office | Cricket Square Hutchins Drive P. O. Box 2681 Grand Cayman, KY1-1111 Cayman Islands |
| | Principal place of business in Hong Kong | 24/F., Chun Wo Commercial Centre 23 Wing Wo Street Sheung Wan Hong Kong |
| | Email | info@hkasiaholdings.com |
| | Attention | The Board of Directors |
| The Subscribers | | Please refer to the particulars in <u>Schedule 1</u> to the Subscription Agreement (as amended in this Agreement). |
| Top Legend SPC | Name | Top Legend SPC (a Segregated portfolios Company incorporated in the Cayman Islands with Limited Liability) (for and on behalf of one of its segregated portfolios Aces SP) |
| | Registered Office | Maples Corporate Services Limited PO Box 309 Ugland House Grand Cayman, KY1-1104 Cayman Islands |
| | Email | karen@legendglobalgroup.com |
| | Attention | Ms. Karen Tsang |
| Recitals | A | The Issuer , the Subscribers and Top Legend SPC entered into the subscription agreement dated 14 January 2025 (the “ Subscription Agreement ”) pursuant to which the Issuer has agreed to issue and, the Subscribers and Top Legend SPC have agreed to subscribe for, the Notes upon the terms and conditions set out therein. |
| | B | Top Legend SPC has decided not to proceed with the subscription of its agreed portion of the Notes (the “ Relevant |

Notes”) and Allied Top Investment Limited (恒達投資有限公司) has agreed to take up and subscribe for the Relevant Notes.

C

The parties have agreed to amend certain terms and conditions of the Subscription Agreement on the terms of this Agreement.

| | |
|--------------------------|---------------|
| Date of agreement | 26 March 2025 |
|--------------------------|---------------|

GENERAL TERMS

1. INTERPRETATION

1.1 Definitions in the Subscription Agreement to apply

Unless the context otherwise requires, terms and expressions defined in the Subscription Agreement shall have the same meanings when used herein.

1.2 Part of the Subscription Agreement

This Agreement shall be construed as amending, supplementing and forming part of the Subscription Agreement.

2. SUBSCRIPTION OF THE RELEVANT NOTES

The parties to this Agreement agree that with effect from the date of this Agreement, Top Legend SPC will not proceed with the subscription of the Relevant Notes and Allied Top Investment Limited (恒達投資有限公司) has agreed to take up and subscribe for the Relevant Notes.

3. AMENDMENT

3.1 With effect from the execution of this Agreement and without affecting the parties' rights, obligations and liabilities accrued prior thereto (save as otherwise provided herein), the Subscription Agreement shall be amended as follows:

- (a) the reference to "Subscribers" on the cover page of the Subscription Agreement shall be amended to read as follows:

"(1) 210K CAPITAL, LP
(2) SORA VALKYRIE LIMITED
(3) ALLIED TOP INVESTMENTS LIMITED (恒達投資有限公司) (collectively, as
"Subscribers")"

- (b) clause 1.1 shall be amended by

- (i) deleting the definition of "Subscriber D" in its entirety;
- (ii) deleting the definition of "Subscribers" in its entirety and substituting with the following:

"means, collectively, Subscriber A, Subscriber B and Subscriber C, and a
"Subscriber" means each of them."

- (c) clause 5.2(b)(ii) shall be amended by deleting the following paragraph in its entity:

"The board resolutions of Subscriber D to be provided shall also have confirmed that Top Legend SPC is duly authorised to act for and on behalf of one of its segregated

portfolios Aces SP to sign this Agreement and complete the transactions contemplated hereunder.”

- (d) Schedule 1 shall be amended by substituting it in its entirety with the following:

| Name | Address and Email | Principal amount of Notes to be subscribed for | Subscription Price (HK\$) |
|--|--|--|---------------------------|
| 210K CAPITAL, LP (a limited partnership formed in the State of Delaware), acting through UTXO Management GP, LLC as its general partner | 1675 South State St. Ste B in the City of Dover The State of Delaware United States of America Attention: Mr. John Riggins Email: john@btcmedia.org | HK\$11,475,000 | HK\$11,475,000 |
| SORA VALKYRIE LIMITED (a company incorporated in the British Virgin Islands with limited liability and BVI Company Number: 2162805) | Keyway Chambers, 3/F., Quastisky Building Road Town, Tortola British Virgin Islands Attention: Mr. Jason Fang Email: jason@sora.vc | HK\$11,137,500 | HK\$11,137,500 |
| ALLIED TOP INVESTMENTS LIMITED (恒達投資有限公司) (a company incorporated in the British Virgin Islands with limited liability and BVI Company Number: 1968863) | OMC Chambers Wickhams Cay 1 Road Town Tortola British Virgin Island Attention: Mr. Justin Sit Email: 111190c@gmail.com | HK\$11,137,500 | HK\$11,137,500 |

- (e) The definition of “Subscription Agreement” in Schedule 2 of the Subscription Agreement shall be amended by substituting it in its entirety with the following:

“means the subscription agreement dated 14 January 2025 between (i) the Issuer and (ii) 210K Capital, LP, Sora Valkyrie Limited, Allied Top Investments Limited and Top Legend SPC (for and on behalf of one of its segregated portfolios Aces SP) in respect of the issuance and subscription of the Notes, as varied, amended, modified, supplemented or novated from time to time, including the Supplemental Agreement dated 26 March 2025 and entered into among them.”

4. CONFIRMATION AND BINDING EFFECT

4.1 Confirmation of validity

Each party confirms that, other than as provided for in clause 2 of this Agreement, the Subscription Agreement remains in full force and effect.

4.2 Conflict

If there is a conflict between the Subscription Agreement and this Agreement, the terms of this Agreement prevail.

4.3 Binding effect

This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

5. COSTS

5.1 Preparation of Agreement

Each party will bear its own costs and outgoings which may arise in connection with the preparation, negotiation and execution of this Agreement.

5.2 Stamp Duty

The Purchaser agrees to pay all stamp duty (including fines and penalties) chargeable, payable or assessed in relation to this Agreement.

6. GENERAL

Save as provided for under Clause 2 of this Agreement, Clause 1 (“**Definitions and Interpretation**”), clause 11 (“**Announcements**”), clause 12 (“**Confidential Information**”) and clause 14 (“**General Terms**”) of the Subscription Agreement apply to this Agreement as if they were fully set out in this Agreement.

7. COUNTERPARTS

This Agreement may consist of a number of copies, each signed by one or more parties to this Agreement. If so, the signed copies are treated as making up the one document. It is the intention of the parties that this instrument be entered into by all parties as an Agreement despite the fact it may be entered into in counterparts.

8. GOVERNING LAW AND JURISDICTION

This Agreement is governed by the law of Hong Kong. Each party submits to the exclusive jurisdiction of Hong Kong.

EXECUTED as an agreement

DATED: 26 March 2025'

SIGNED by
FANG, Jason Kin Hoi

Signature of witness

33/F., Sunshine Plaza,
.....
353 Lockhart Road, Wan Chai, Hong Kong.

By executing this Agreement, the signatory warrants that the signatory is duly authorised to execute this Agreement on behalf of

7

The Subscribers

SIGNED by

John Edwin Riggins

for and on behalf of
210K CAPITAL, LP



.....
Signature of witness

Justin Doochin

.....
Name of witness (block letters)

300 10th Ave S

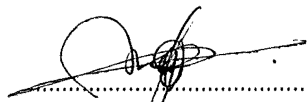
.....
Nashville, TN 37203

.....
Address of witness



.....
By executing this Agreement, the signatory
warrants that the signatory is duly authorised
to execute this Agreement on behalf of
210K CAPITAL, LP

SIGNED by
FANG, Jason Kin Hoi
for and on behalf of
SORA VALKYRIE LIMITED


.....
Signature of witness

WONG FUNG YEE MARY
.....
Name of witness (block letters)

33/F., Sunshine Plaza,
.....
353 Lockhart Road, Wan Chai, Hong Kong.
.....
Address of witness


.....

By executing this Agreement, the signatory
warrants that the signatory is duly authorised
to execute this Agreement on behalf of
SORA VALKYRIE LIMITED

SIGNED by

SIT Hon

for and on behalf of

ALLIED TOP INVESTMENTS LIMITED

(恒達投資有限公司)



Signature of witness

WONG FUNG YEE MARY

Name of witness (block letters)

33/F, Sunshine Plaza,

353 Lockhart Rd., Wanchai, H.K.

Address of witness



By executing this Agreement, the signatory warrants that the signatory is duly authorised to execute this Agreement on behalf of
ALLIED TOP INVESTMENTS LIMITED
(恒達投資有限公司)

Top Legend SPC

SIGNED by

SIT Hon

for and on behalf of

TOP LEGEND SPC

(for and on behalf of one of its
segregated portfolios Aces SP)


.....
Signature of witness

WONG FUNG YEE MARK.....

Name of witness (block letters)

33/F, Sunshine Plaza.....

353 Lockhart Rd. Wanchai, H.K.....

Address of witness


.....

By executing this Agreement, the signatory
warrants that the signatory is duly authorised
to execute this Agreement on behalf of
TOP LEGEND SPC (for and on behalf of one of its
segregated portfolios Aces SP)