

DATED 2nd JULY 2024

VICTOR, WOOD

- AND -

CORNERSTONEMETA LIMITED

- AND -

PINESTONE CAPITAL GROUP LIMITED

SUPPLEMENTAL LOAN AGREEMENT

relating to the term loan in the
maximum aggregate principal amount of up to HK\$19,000,000

SUPPLEMENTAL LOAN AGREEMENT

THIS SUPPLEMENTAL LOAN AGREEMENT (the “**Supplemental Loan Agreement**”) is made on the 2nd day of July 2024.

BETWEEN:

- 1) **VICTOR WOOD**, a resident of the Republic of Cyprus with Cypriot passport No. K00484892 of 30 Norman Road, London, England, SE10 9QX (the “**Borrower**”);
- 2) **CORNERSTONEMETA LIMITED**, a company incorporated in England and Wales, with company no. 13999672 whose registered office is at 30 Norman Road, London, England, SE10 9QX (the “**Guarantor**”); and
- 3) **PINESTONE CAPITAL GROUP LIMITED**, a company incorporated in Hong Kong with company no. 1793503 whose registered address is at Room 1807, 18th Floor, China Resources Building, 26 Harbour Road, Wan Chai, Hong Kong (the “**Lender**” or the “**Chargee**”). The Lender is Money Lender licensed under the Money Lender’s Ordinance Cap. 163 with the Money Lenders Licence No. 0287/2023.

RECITALS:

- (A) The parties hereto entered into an loan agreement dated 6th October 2023 (the “**Original Agreement**”) in relation to the loan (as defined in the Original Agreement) on the terms and conditions set out in the Original Agreement.
- (B) On 2nd July 2024, the parties hereto entered into a supplemental underwriting agreement dated 2nd July 2024 (the “**Supplemental Loan Agreement**”) to vary the terms of the Original Agreement on the terms and conditions set out in therein.
- (C) The parties hereto have agreed to vary the terms of the Original Agreement in the manner contained herein.

IT IS HEREBY AGREED:

1. DEFINITIONS AND INTERPRETATION

Unless the context requires otherwise, terms and expressions defined and construed in the Original Agreement shall have the same meanings and construction when used in this Supplemental Loan Agreement.

2. EFFECT

- 2.1 Effective from the date of this Supplemental Loan Agreement, the Original Agreement shall be amended as set out in Clause 3 hereinbelow and any reference in the Original Agreement or in any related agreement or document to any provision of the Original Agreement shall, unless the context otherwise requires, be construed as

a reference to such provision as the same has been amended pursuant to the provisions of this Supplemental Loan Agreement or may otherwise have been, or from time to time be, amended or supplemented.

- 2.2 This Supplemental Loan Agreement shall be construed as forming part of the Original Agreement and this Supplemental Loan Agreement when read with the Original Agreement shall be construed as one and the same instrument.
- 2.3 Save as otherwise expressly provided in this Supplemental Loan Agreement, the Original Agreement shall continue in full force and effect with its terms.
- 2.4 Each of the parties hereto hereby agrees and consents to the making of the amendment described in Clause 3 hereinbelow.

3. VARIATION

- 3.1 The parties hereto agree and consent to amend the following clause of the Original Agreement to the effect that the following clause shall be construed as forming part of the Original Agreement in lieu of the respective recitals, definitions, clauses and schedules originally set out in the Original Agreement:

By substituting the following definitions under Clause 1 and Clause 6, such corresponding definitions under Clause 1 and Clause 6 of the Original Agreement shall therefore be deleted:

Clause 1 of the Original Agreement

“Repayment Date”

means the date falling 10 months from the Drawdown Date; and if that is not a Business Day, the first Business Day after;

Clause 6 of the Original Agreement

By substituting the following definitions under Clause 6, such corresponding definitions under Clause 6 of the Original Agreement shall therefore be deleted:

- 6.1. The interest rate on each Loan for the first 6 months of the Interest Period up till the Repayment Date shall be 16 per cent. per annum (i.e., 6th October 2023-5th April 2024) and the Borrower shall pay all accrued interest on a Loan on the last day of each Interest Period.
- 6.2. The interest rate on each Loan for the remaining 4 months of the Interest Period up till the Repayment Date shall be 12 per cent. per annum (i.e., 6th April 2023-5th August 2024) and the Borrower shall pay all accrued interest on a Loan on the last day of each Interest Period.
- 6.3. The rate of default interest referred to in Clause 13.3 is 24 per cent. per annum.

For the avoidance of doubt, the default interest rate, when applicable and payable, shall be paid instead of and not in addition to the rate under Clause 6.1.

- 6.4. Interest shall accrue from day to day and be calculated on the basis of actual number of days elapsed over a year of 365 days. For the avoidance of doubt, interest on a Loan shall be calculated on a non-compounded basis.

4. GENERAL PROVISIONS

- 4.1 Confirmation of the Original Agreement: This Supplemental Loan Agreement is supplemental to the Original Agreement and the parties hereto confirm that all the provisions of the Original Agreement shall continue to remain in full force and effect save as supplemented and amended by this Supplemental Loan Agreement. The Original Agreement and this Supplemental Loan Agreement shall be read and construed as one document.
- 4.2 Entire Agreement: This Supplemental Loan Agreement (together with any document described in or expressed to be entered into in connection with this Supplemental Loan Agreement) constitutes the entire agreement between the parties hereto in relation to the transaction(s) referred to it or in them and supersedes any previous agreement between the parties hereto in relation to such transaction(s).
- 4.3 Counterparts: This Supplemental Loan Agreement may be executed in any number of counterparts all of which, taken together, shall constitute one and the same agreement. Any party hereto may enter into this Supplemental Loan Agreement by executing any such counterpart.
- 4.4 Governing Law and Jurisdiction: This Supplemental Loan Agreement (together with all documents referred to in it) shall be governed by and construed and take effect in accordance with the laws of Hong Kong. With respect to any question, dispute, suit, action or proceedings arising out of or in connection with this Supplemental Loan Agreement, each party irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong.
- 4.5 Third Party Rights: A person who is not a party to this Supplemental Loan Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce or enjoy the benefit of any term of this Supplemental Loan Agreement.

EXECUTION PAGE

IN WITNESS WHEREOF the Parties hereto have executed this Agreement the day and year first above written.

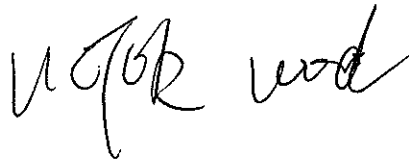
SIGNED by Victor WOOD

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A handwritten signature in black ink, appearing to read "Victor Wood", is written over the closing parentheses of the signature line.

in the presence of :-

SIGNED by Victor WOOD)
a director, for and on behalf of)
CORNERSTONEMETA LIMITED)
in the presence of :-)

Victor Wood

SIGNED by)
a director, for and on behalf of)
Pinestone Capital Group Limited)
in the presence of :-)

For and on behalf of
PINESTONE CAPITAL GROUP LIMITED
鼎石資本集團有限公司

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Authorized Signature(s)

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