

**Execution Version**

**DATE: 3 MAY 2024**

**NAM PEI HONG SUM YUNG DRUGS COMPANY LIMITED**  
**(as the Borrower)**

**AND**

**GLOBAL MASTERMIND FINANCIAL SERVICES LIMITED**  
**(as the Lender)**

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**SUPPLEMENTAL AGREEMENT**  
**TO THE LOAN AGREEMENT DATED 17 MAY 2022**

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**THIS SUPPLEMENTAL AGREEMENT** is made on the 3rd day of May 2024

**BETWEEN:**

- (1) **NAM PEI HONG SUM YUNG DRUGS COMPANY LIMITED**, a company incorporated in Hong Kong with limited liability with its registered office situate at Unit B, 1/F., Gee Luen Chang Industrial Building, No. 11 Yuk Yat Street, To Kwa Wan, Hong Kong (the "**Borrower**"); and
- (2) **GLOBAL MASTERMIND FINANCIAL SERVICES LIMITED**, a company incorporated in Hong Kong with limited liability and having its registered office situated at Unit 1202, 12<sup>th</sup> Floor, Shun Tak Centre, West Tower, 168-200 Connaught Road Central, Hong Kong (money lender licence number: 0639/2023) (the "**Lender**").

**WHEREAS:**

- (A) Pursuant to the loan agreement dated 17 May 2022 (the "**Loan Agreement**") made between the Borrower and the Lender, the Lender has agreed to make available to the Borrower revolving loan facility of up to HONG KONG DOLLARS SEVENTEEN MILLION (HK\$17,000,000) subject to the terms and conditions set out therein.
- (B) The Lender at the request of the Borrower hereto has agreed to amend certain terms in the Loan Agreement in the manner set out in this supplemental agreement (this "**Supplemental Agreement**")

**NOW IT IS HEREBY AGREED as follows:**

**1. INTERPRETATION**

- 1.1 In this Supplemental Agreement and unless the context otherwise requires, interpretations used in the Loan Agreement shall have the same meaning herein.
- 1.2 Reference to a Clause shall be a clause of the Loan Agreement.

**2. AMENDMENT TO THE LOAN AGREEMENT**

- 2.1 The heading of the cover page of the Loan Agreement shall be deleted in its entirety and be substituted with the following:-

**“LOAN AGREEMENT  
for  
revolving loan facilities of up to HK\$20,000,000”**

- 2.2 The preface of the Loan Agreement shall be deleted in its entirety and be substituted with the following:-

**“WHEREAS:**

The Lender has at the request of the Borrower agreed to make available to the Borrower revolving loan facilities of up to HONG KONG DOLLARS TWENTY MILLION (HK\$20,000,000) for the purpose of financing the Borrower’s funding needs, subject to and upon the terms and conditions of this Loan Agreement.”

2.3 The interpretation of “Final Repayment Date” as referred to in Clause 1.1 of the Loan Agreement shall be deleted in its entirety and be substituted with the following:-

**““Final Repayment Date” 16 May 2026”**

2.4 The interpretation of “Loan” as referred to in Clause 1.1 of the Loan Agreement shall be deleted in its entirety and be substituted with the following:-

**““Loan”** the principal amount of up to HONG KONG DOLLARS TWENTY MILLION (HK\$20,000,000) to be advanced by the Lender to the Borrower subject to and upon the terms and conditions of this Loan Agreement or any part thereof and for the time being outstanding”

2.5 The Clause 2.1 of the Loan Agreement shall be deleted in its entirety and be substituted with the following:-

“2.1 Subject to the terms and conditions of this Loan Agreement, the Lender hereby agrees to make available to the Borrower the Facilities up to a principal amount of HONG KONG DOLLARS TWENTY MILLION (HK\$20,000,000) for the purpose of financing the funding needs of the Borrower PROVIDED ALWAYS that the Loan (neither in whole nor in part) shall not be used for the purpose of acquiring any securities issued by a company the issued shares of which are listed on any stock exchange (including but not limited to the Stock Exchange) (the “**Restrictions**”).”

2.6 The Clause 4.1 of the Loan Agreement shall be deleted in its entirety and be substituted with the following:-

“4.1 Subject to Clause 4.2 and the other terms and conditions of this Loan Agreement, the Borrower may request Drawings by giving a Notice of Drawing for up to HONG KONG DOLLARS TWENTY MILLION (HK\$20,000,000) at any time during the Availability Period.”

2.7 The Clause 4.2(1) of the Loan Agreement shall be deleted in its entirety and be substituted with the following:-

(1) the outstanding principal amount of the Loan after the drawdown of such Advance shall not exceed HONG KONG DOLLARS TWENTY MILLION (HK\$20,000,000);”

2.8 The Clause 5.2 of the Loan Agreement shall be deleted in its entirety and be substituted with the following:-

“5.2 Interest on each Advance shall accrue at (i) Hong Kong Prime Rate (as quoted by the Hongkong and Shanghai Banking Corporation Limited) plus 4% per annum for the period from 17 May 2022 to 16 May 2024, and (ii) 12% per annum for the period from 17 May 2024 to the Final Repayment Date. Interest shall be calculated on the actual number of days elapsed and on the basis of a 365-day year. Without prejudice to Clauses 6.2 and 13.2, the Borrower shall pay the interest accrued on the outstanding principal amount of the Loan annually in arrears on the last Business Day of every year after the Drawdown Date of the first Advance.”

2.9 The Clause 5.3 of the Loan Agreement shall be deleted in its entirety and be substituted with the following:-

“5.3 If the Borrower defaults in repayment on the due date of any part of the Loan, interest or other amounts payable hereunder, the Borrower shall pay interest on such overdue sums from the due date until payment in full (before and after judgment) at the rate of (i) Hong Kong Prime Rate (as quoted by the Hongkong and Shanghai Banking Corporation Limited) plus 4% per annum for the period from 17 May 2022 to 16 May 2024, and (ii) 12% per annum for the period from 17 May 2024 to the Final Repayment Date. Such interest shall be calculated on the actual number of days elapsed and on the basis of a 365-day year.”

2.10 The Clause 7.2 of the Loan Agreement shall be deleted in its entirety and be substituted with the following:-

“7.2 Subject to the terms and conditions of this Loan Agreement, any amounts prepaid under this Clause 7 shall be available for re-borrowing and drawing provided that the aggregate outstanding principal amount of the Loan shall not exceed HONG KONG DOLLARS TWENTY MILLION (HK\$20,000,000).”

2.11 The first paragraph of Schedule 2 to the Loan Agreement shall be deleted in its entirety and be substituted with the following:-

“We refer to the loan agreement dated 17<sup>th</sup> May 2022 (the “**Loan Agreement**”) and supplemental agreement dated 3<sup>rd</sup> May 2024 pursuant to which you have agreed to make available the Facilities of up to HK\$20,000,000 to us.”

### **3. CONDITIONS PRECEDENT**

3.1 This Supplemental Agreement is conditional upon and subject to:

- (i) the publication of an announcement of Global Mastermind Holdings Limited (“**GMHL**”), the holding company of the Lender, the circular to shareholders of

GMHL, and approval from shareholders of GMHL, in relation to this Supplemental Agreement and the transactions contemplated hereunder in compliance with Chapter 19 of the Rules Governing the Listing of Securities on GEM; and

- (ii) payment of all outstanding interest (if any).

**4. GENERAL**

- 4.1 Subject only to the variation herein contained, all other terms and conditions contained in the Loan Agreement shall remain in full force and effect and shall be read and construed and be enforceable as if the terms of this Supplemental Agreement were inserted therein by way of addition and substitution, as the case may be.

**5. GOVERNING LAW AND JURISDICTION**

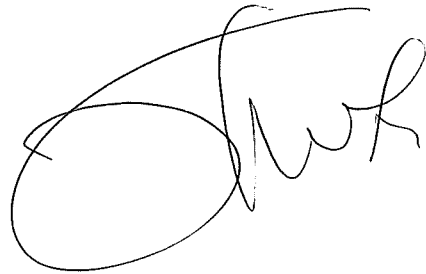
- 5.1 This Supplemental Agreement shall be governed by and construed in accordance with the laws of Hong Kong.
- 5.2 The parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong, but this Supplemental Agreement may be enforced in any other court in competent jurisdiction.

IN WITNESS WHEREOF this Supplemental Agreement has been executed on the day and year first above written.

**THE BORROWER**

SIGNED by  
NAM PEI HONG SUM YUNG DRUGS  
COMPANY LIMITED  
in the presence of:

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**THE LENDER**

SIGNED by  
for and on behalf of  
GLOBAL MASTERMIND FINANCIAL  
SERVICES LIMITED  
in the presence of:

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