

THIS SECOND EXTENSION AGREEMENT (this “**Second Extension Agreement**”) is made on 10th day of January 2024

BETWEEN:

- (1) **GRAND TALENTS GROUP HOLDINGS LIMITED**, (CI No. 328373), a company incorporated in the Cayman Islands and listed on the HKSE (stock code: 8516) whose principal office in Hong Kong is at Office 15, 9/F, Mega Cube, No.8 Wang Kwong Road, Kowloon, Hong Kong (the “**Borrower**”) of the one part; and
- (2) **MR. HA CHAK HUNG (夏澤虹)**, holder of the Hong Kong identity card number P441868(2), of Land Lot No. 1A, Sha Po Tsuen, Yuen Long, New Territories, Hong Kong (the “**Lender**”).

WHEREAS:

- (A) By a loan agreement (the “**Loan Agreement**”) dated 12th July 2021 made between the Borrower and the Lender, the Lender has agreed to make available to the Borrower the loan facilities of HK\$8,000,000.00 (“**Facilities**”) upon the terms set out therein. The loan facilities were first drawn down under Drawdown Notice dated 12th July 2021 (the “**First Drawdown Date**”). As at the date of this Extension Agreement, the outstanding principal of Loan is HK\$8,000,000 (the “**Outstanding Principal**”), which, together with all monies payable under the Loan Agreement, shall fall due and payable twelve (12) months from the First Drawdown Date, being on 12th January 2022 (the “**Original Repayment Date**”) and extended for twelve months to 9 January 2024 (the “**Extended Repayment Date**”).
- (B) The Borrower has requested that the Extended Repayment Date for the repayment of the Outstanding Principal and all monies payable under the Loan Agreement (including those under this Extension Agreement) be extended for twelve months to 31st January 2025 (the “**Extension Request**”).
- (C) Defined terms used but not otherwise defined herein shall have the same meanings as in the Loan Agreement.

IT IS HEREBY AGREED as follows:

1. Second Extension of the Repayment Date

Upon the Extension Request made by the Borrower, the Lender agrees to grant an extension of the Extended Repayment Date, subject to the conditions set forth in this Second Extension Agreement.

Without prejudice to the Lender's rights to request early repayment on the occurrence of an Event of Default or under other provisions in the Loan Agreement, the Original Repayment Date for the repayment of the Outstanding Principal and all monies payable under the Loan Agreement, which originally falls on 1st September, shall be extended to 11th January 2024 ("**Amended Repayment Date**"). Upon maturity on 11th January 2023 the Borrower shall repay to the Lender in full the Outstanding Principal and all monies payable under the Loan Agreement and this Extension Agreement.

2. Interest

The Borrower shall, pay to the Lender interest during the period from the day after the Original Repayment Date until and including the Amended Repayment Date at the interest rate of twelve percent (12%) per annum. Such interest shall be calculated on the actual number of days elapsed and on the basis of a 365-day year on the amount of Outstanding Principal.

3. Representations and Warranties

The Borrower hereby repeats its representations and warranties given in the Loan Agreement to the Lender to the effect that every reference to the Loan Agreement in such representations and warranties shall be substituted by this Extension Agreement and/or the Loan Agreement as amended and supplemented by this Extension Agreement (as the context may require).

4. No Waiver

The Borrower acknowledge that the execution of this Extension Agreement by the Lender is not intended to be nor shall it be construed as (i) an actual or implied waiver of any subsequent default under the Loan Agreement or any ancillary documents thereto or (ii) an actual or implied waiver of any condition or obligation imposed upon the Borrower, except to the extent expressly set forth herein.

5. No other Amendment

Except as provided herein, the terms and provisions of the Loan Agreement shall remain unchanged and shall remain in full force and effect.

6. Expenses

The Borrower shall bear all of its own and the Lender's costs, charges and expenses (including legal cost and expenses) incurred in connection with the negotiation, preparation and implementation of this Extension Agreement and transactions contemplated hereunder.

7. Governing Law

This Extension Agreement shall be governed and construed in accordance with the laws of Hong Kong and all parties to this Extension Agreement hereby irrevocably submit to the non-exclusive jurisdiction of the Hong Kong courts.

I/We, the undersigned hereby accept the Extension Agreement and agree to bound by the terms and conditions referred to herein.

Signed for and on behalf of the Borrower:
Grand Talents Group Holdings Limited



Name: Ip Chu Shing
Title: Director
Date:

Signed for and on behalf of the Lender:



Name: Ha Chak Hung
Title: N/A
Date: