

## THIRD SUPPLEMENTAL FACILITY AGREEMENT

THIS THIRD SUPPLEMENTAL FACILITY AGREEMENT is made the 30<sup>th</sup> day of May 2024

### PARTIES

- (1) **POINTSEA COMPANY LIMITED**, a company incorporated in the Cayman Islands whose principal place of business in Hong Kong is at Room 1908-16, 19/F, Sun Hung Kai Centre, 30 Harbour Road, Wan Chai, Hong Kong (“**Borrower**”); and
- (2) **CHANGYOU ALLIANCE GROUP LIMITED** (formerly known as FORTUNET E-COMMERCE GROUP LIMITED), a company incorporated in the Cayman Islands whose principal place of business in Hong Kong is at Room 1908-16, 19/F, Sun Hung Kai Centre, 30 Harbour Road, Wan Chai, Hong Kong (“**Lender**”).

### BACKGROUND

- A. On 3 September 2019, the Borrower and the Lender entered into a facility agreement (the “**2019 Facility Agreement**”), pursuant to which the Lender agreed to grant to the Borrower an unsecured revolving loan facility of a total principal amount up to HK\$100 million at an interest rate of 6.5 per cent per annum during the three-year period from and including the date on which the Lender was satisfied that all the conditions described in clause 5 of the 2019 Facility Agreement had been fulfilled or specifically waived in writing by the Lender (the “**2019 Conditions Fulfilment Date**”).
- B. On 16 September 2022, the Borrower and the Lender entered into a supplemental facility agreement (the “**First Supplemental Facility Agreement**”), pursuant to which the Lender agreed to, among other things, vary the Facility Period to four years from and including the 2019 Conditions Fulfilment Date. Accordingly, the Repayment Date had been varied to 31 October 2023.
- C. On 18 September 2023, the Borrower and the Lender entered into a supplemental facility agreement (the “**Second Supplemental Facility Agreement**”), pursuant to which the Lender agreed to, among other things, vary the Facility Period to five years from and including the 2019 Conditions Fulfilment Date. Accordingly, the Repayment Date had been varied to 31 October 2024.

- D. The definitions and rules of interpretation in clause 1 of the 2019 Facility Agreement (as amended by the First Supplemental Facility Agreement and the Second Supplemental Facility Agreement) shall apply in this Third Supplemental Facility Agreement unless stated otherwise.
- E. The Borrower and the Lender wish to enter into this Third Supplemental Facility Agreement to record their agreement to further vary the terms of the 2019 Facility Agreement (as amended by the First Supplemental Facility Agreement and the Second Supplemental Facility Agreement) including the Facility Period, the Repayment Date and the Rate of Interest (as defined hereinafter) as set forth below.

**IT IS AGREED as follows:**

1. Subject to the fulfilment of clause 3 of this Third Supplemental Facility Agreement, the Facility Period shall be varied to six (6) years from and including the 2019 Conditions Fulfilment Date, and that the Repayment Date shall be varied to 31 October 2025.
2. Subject to the fulfilment of clause 3 of this Third Supplemental Facility Agreement, clause 6.1 of the 2019 Facility Agreement (as amended by the First Supplemental Facility Agreement and the Second Supplemental Facility Agreement) shall be deleted in its entirety and shall be substituted by the following:

The Borrower shall pay interest on the outstanding principal amount of each Loan at the following interest rate (the “**Rate of Interest**”):

- (a) from and including the Drawdown Date to, but excluding, 31 May 2024, 6.5% per annum; and
- (b) from and including 31 May 2024, 8.0% per annum.

Interest on a Loan shall accrue daily, calculated on the basis of the actual number of days elapsed from (and including) the Drawdown Date on the basis of a 365-day year.

3. The obligations of the parties to this Third Supplemental Facility Agreement are conditional upon the Lender having complied with all applicable requirements of the Listing Rules and other regulatory provisions in connection with this Third Supplemental Facility Agreement and the transactions contemplated hereunder including the shareholders of the Lender having approved at an extraordinary general meeting (and with regard to all requirements under all applicable laws, rules and regulations, including The Codes on Takeovers and Mergers in Hong Kong and

the Listing Rules, where applicable) the variations of the Facility Period, the Repayment Date and the Rate of Interest as set forth in this Third Supplemental Facility Agreement.

4. If the conditions set out in clause 3 above have not been fulfilled on or before 31 October 2024 or such later date as may be agreed between the Borrower and the Lender in writing, then this Third Supplemental Facility Agreement shall automatically terminate. In such event, neither party shall have any claim under this Third Supplemental Facility Agreement of any nature whatsoever against the other party except in respect of any rights and liabilities which have accrued before termination or under any of the surviving provisions.
5. Subject only to the variations herein contained and such other alterations (if any) as may be necessary to render the 2019 Facility Agreement (as amended by the First Supplemental Facility Agreement and the Second Supplemental Facility Agreement) consistent with this Third Supplemental Facility Agreement, the 2019 Facility Agreement (as amended by the First Supplemental Facility Agreement and the Second Supplemental Facility Agreement) remains in full force and effect and shall hereafter be read and construed in conjunction and as one document with this Third Supplemental Facility Agreement and references in the 2019 Facility Agreement (as amended by the First Supplemental Facility Agreement and the Second Supplemental Facility Agreement) to “this Agreement” shall be construed accordingly. In the event of a conflict between the provisions of the 2019 Facility Agreement (as amended by the First Supplemental Facility Agreement and the Second Supplemental Facility Agreement) and the provisions of this Third Supplemental Facility Agreement, the provisions of this Third Supplemental Facility Agreement shall prevail and the provisions of the 2019 Facility Agreement (as amended by the First Supplemental Facility Agreement and the Second Supplemental Facility Agreement) shall be deemed to be modified so far as it is necessary to give effect to the provisions of this Third Supplemental Facility Agreement.
6. Nothing herein shall prejudice any of the rights of the Lender under the 2019 Facility Agreement (as amended, supplemented, varied, novated, substituted or otherwise modified).
7. This Third Supplemental Facility Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) are governed by, and shall be construed in accordance with, the laws of Hong Kong.
8. The parties to this Third Supplemental Facility Agreement irrevocably agree that the courts of Hong Kong shall have exclusive jurisdiction to settle any dispute or claim that arises out of or in connection with this Third Supplemental Facility Agreement or its subject matter or formation (including non-contractual disputes or claims).

9. The Borrower irrevocably appoints Stephanie Tsang of Room 1908-16, 19/F, Sun Hung Kai Centre, 30 Harbour Road, Wan Chai, Hong Kong as its authorised agent for the service of any legal process in Hong Kong. If for any reason such agent shall cease to be such agent for service of process, the Borrower shall forthwith appoint a new agent for services of process in Hong Kong, and deliver to the Lender a copy of the new agent's acceptance of that appointment within two (2) Business Days of such appointment.



EXECUTED AND DELIVERED AS A )  
DEED by )  
CHANGYOU ALLIANCE GROUP )  
LIMITED )  
a company incorporated in the Cayman )  
Islands, )  
by YUAN WEITAO )  
being a person who, in accordance with the )  
laws of that territory, is acting under the )  
authority of the company )  
in the presence of: )

L.S.



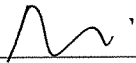
\_\_\_\_\_  
Signature of authorised person

) Director

\_\_\_\_\_  
Office held

Yuan Weitao

\_\_\_\_\_  
Name of authorised person

Signature of witness:  \_\_\_\_\_

Name of witness: Stephanie Tsang \_\_\_\_\_

Address: Room 1908 19/F Sun Hung Kai Ctr 30 Harbour Road Wanchai HK

Occupation: Finance Manager \_\_\_\_\_