

FOURTH SUPPLEMENTAL FACILITY AGREEMENT

THIS FOURTH SUPPLEMENTAL FACILITY AGREEMENT is made the 30th day of May 2025

PARTIES

- (1) **POINTSEA COMPANY LIMITED**, a company incorporated in the Cayman Islands whose principal place of business in Hong Kong is at Room 225-25, 2/F, Mega Cube, No 8 Wang Kwong Road, Kowloon Bay, Hong Kong (“**Borrower**”); and
- (2) **CHANGYOU INTERNATIONAL GROUP LIMITED** (formerly known as CHANGYOU ALLIANCE GROUP LIMITED and FORTUNET E-COMMERCE GROUP LIMITED), a company incorporated in the Cayman Islands whose principal place of business in Hong Kong is at Office Room 45, Unit 405-414, Level 4, Core E, Cyberport 3, 100 Cyberport Road, Pok Fu Lam, 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**”). Under the 2019 Facility Agreement, the Repayment Date would be 31 October 2022.
- B. On 16 September 2022, the Borrower and the Lender entered into a supplemental facility agreement (the “**First Supplemental 2019 Facility Agreement**”) pursuant to which the Borrower and 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 2019 Facility Agreement**”) pursuant to which the Borrower and 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. On 30 May 2024, the Borrower and the Lender entered into a supplemental facility agreement (the “**Third Supplemental 2019 Facility Agreement**”) pursuant to which the Lender agreed to, among other things, vary the Facility Period, the Repayment Date and the Rate of Interest. Accordingly, the Facility Period had been varied to six years from and including the 2019 Conditions Fulfilment Date and the Repayment Date had been varied to 31 October 2025. Further, the Rate of Interest had been varied to 8% per annum from and including 31 May 2024.
- E. The definitions and rules of interpretation in clause 1 of the 2019 Facility Agreement (as amended by the First Supplemental 2019 Facility Agreement, the Second Supplemental 2019 Facility Agreement and the Third Supplemental 2019 Facility Agreement) and in the Third Supplemental 2019 Facility Agreement shall apply in this Fourth Supplemental Facility Agreement (“**Fourth Supplemental 2019 Facility Agreement**”) unless stated otherwise.
- F. The Borrower and the Lender wish to enter into this Fourth Supplemental 2019 Facility Agreement to record their agreement to further vary the terms of the 2019 Facility Agreement (as amended by the First Supplemental 2019 Facility Agreement, the Second Supplemental 2019 Facility Agreement and the Third Supplemental 2019 Facility Agreement) including the Facility Period and the Repayment Date as set forth below.

IT IS AGREED as follows:

1. Subject to the fulfilment of clause 2 of this Fourth Supplemental 2019 Facility Agreement, the Facility Period shall be varied to eight (8) years from and including the 2019 Conditions Fulfilment Date, and that the Repayment Date shall be varied to 31 October 2027.
2. The obligations of the parties to this Fourth Supplemental 2019 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 Fourth Supplemental 2019 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 and the Repayment Date as set forth in this Fourth Supplemental 2019 Facility Agreement.
3. If the conditions set out in clause 2 above have not been fulfilled on or before 31 October 2025 or such later date as may be agreed between the Borrower and the Lender in writing, then this

Fourth Supplemental 2019 Facility Agreement shall automatically terminate. In such event, neither party shall have any claim under this Fourth Supplemental 2019 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.

4. 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 2019 Facility Agreement, the Second Supplemental 2019 Facility Agreement and the Third Supplemental 2019 Facility Agreement) consistent with this Fourth Supplemental 2019 Facility Agreement, the 2019 Facility Agreement (as amended by the First Supplemental 2019 Facility Agreement, the Second Supplemental 2019 Facility Agreement and the Third Supplemental 2019 Facility Agreement) remains in full force and effect and shall hereafter be read and construed in conjunction and as one document with this Fourth Supplemental 2019 Facility Agreement and references in the 2019 Facility Agreement (as amended by the First Supplemental 2019 Facility Agreement, the Second Supplemental 2019 Facility Agreement and the Third Supplemental 2019 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 2019 Facility Agreement, the Second Supplemental 2019 Facility Agreement and the Third Supplemental 2019 Facility Agreement) and the provisions of this Fourth Supplemental 2019 Facility Agreement, the provisions of this Fourth Supplemental 2019 Facility Agreement shall prevail and the provisions of the 2019 Facility Agreement (as amended by the First Supplemental 2019 Facility Agreement, the Second Supplemental 2019 Facility Agreement and the Third Supplemental 2019 Facility Agreement) shall be deemed to be modified so far as it is necessary to give effect to the provisions of this Fourth Supplemental 2019 Facility Agreement.
5. 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).
6. This Fourth Supplemental 2019 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.
7. The parties to this Fourth Supplemental 2019 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 Fourth Supplemental 2019 Facility Agreement or its subject matter or formation (including non-contractual disputes or claims).

IN WITNESS WHEREOF this Fourth Supplemental 2019 Facility Agreement has been executed as a deed by or on behalf of the parties and is intended to be and is hereby delivered as a deed on the date first written above.

EXECUTED AND DELIVERED AS A
DEED by
POINTSEA COMPANY LIMITED
a company incorporated in the Cayman
Islands,
by **YEUNG YAT CHUEN**
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

Yeung Yat Chuen

Name of authorised person

Signature of witness: _____

Name of witness: Stephanie Tsang

Address: Office Room 405 Unit 405-414 Level 4 Core E Cyberport 3 100 Cyberport Road Pok Fu
Lam Hong Kong

Occupation: Finance Manager

EXECUTED AND DELIVERED AS A
DEED by
CHANGYOU INTERNATIONAL GROUP
LIMITED

a company incorporated in the Cayman
Islands,
by Sun Jun
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

Sun Jun

Name of authorised person

Signature of witness: 

Name of witness: Stephanie Tsang

Address: Office Room 405 Unit 405-414 Level 4 Core E Cyberport 3 100 Cyberport Road Pok Fu
Lam Hong Kong

Occupation: Finance Manager