

**DATED THIS 4TH DAY OF JUNE 2025**

**EMINENCE ENTERPRISE LIMITED**

**AND**

**GOODCO DEVELOPMENT LIMITED**

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**SECOND DEED OF AMENDMENT  
RELATING TO**

convertible note carrying 5% coupon  
in the principal amount of HK\$209,000,000  
(TWO HUNDRED AND NINE MILLION HONG KONG DOLLARS)  
convertible into ordinary shares in the capital of

**EMINENCE ENTERPRISE LIMITED**

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**THIS SECOND DEED OF AMENDMENT** is made 4th day of June 2025

BETWEEN

- (1) **EMINENCE ENTERPRISE LIMITED** a company incorporated in Bermuda with limited liability whose principal place of business is at Unit A, 7th Floor, Hong Kong Spinners Building, Phase 6, 481-483 Castle Peak Road, Cheung Sha Wan, Kowloon, Hong Kong (the “**Company**”); and
- (2) **GOODCO DEVELOPMENT LIMITED** a company incorporated in the British Virgin Islands with limited liability whose registered office is situated at OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands (the “**Noteholder**”).

**WHEREAS:**

- (A) On 20<sup>th</sup> February 2023 the Company issued convertible note in the principal amount of HK\$209,000,000 carrying a 5% coupon to the Noteholder (the “**Note**”), pursuant to which the Note would be convertible into the shares of the Company at the Conversion Price at any time prior to the Maturity Date subject to the terms and conditions of the Note.
- (B) On 23<sup>rd</sup> January 2024, the Company and the Noteholder entered into a deed of amendment (the “**First Deed of Amendment**”), pursuant to which they conditionally agreed to amend certain terms of the Note, including but not limited to the definition of “Conversion Price”.
- (C) None of the Conversion Right attached to the Note has been exercised by the Noteholder as at the date hereof.
- (D) From the date of issuance of the Note up to the date hereof, a total amount of HK\$139,000,000 was redeemed. The outstanding principal amount of the Note is HK\$70,000,000 as at the date hereof.
- (E) Subject to the terms and conditions of this Second Deed of Amendment, each of the Company and the Noteholder has agreed that terms and conditions of the Note be amended in the manner herein provided.

**NOW THIS SECOND DEED OF AMENDMENT WITNESSETH** the Noteholder and the Company hereby declare as follows:

**1. Definitions**

- (A) In this Second Deed of Amendment (including the recitals above), unless the context otherwise requires, the terms and expressions used shall have the same meanings ascribed to them in the Note.

- (B) Unless the context otherwise requires terms importing the singular number only shall include the plural and vice versa and terms importing persons shall include firms and corporations and terms importing gender shall include all genders.
- (C) Reference in this Second Deed of Amendment to a condition, unless the context otherwise requires, shall be construed as the respective condition of the Note.

## **2. Conditions precedent**

- (A) The amendment to the Conditions provided in this Second Deed of Amendment shall be conditional upon and subject to:
  - (a) the Stock Exchange granting its approval for the amendment to the Conditions as set out in Clause 3 in this Second Deed of Amendment in accordance with Rule 28.05 of the Listing Rules;
  - (b) the passing by the shareholders of the Company (other than the Noteholder and its holding company(ies), together with their associates) who are entitled to vote and not required abstain from voting under the Listing Rules at a special general meeting of the Company to be convened of the necessary resolution(s) to approve the amendment to the Conditions pursuant to this Second Deed of Amendment and the transactions contemplated thereunder (including but not limited to the grant of a specific mandate to cover the allotment and issue of the additional Conversion Shares as a result of the amendment to the Conditions); and
  - (c) the Listing Committee of the Stock Exchange granting listing of, and permission to deal in, the additional Conversion Shares as a result of the amendment to the Conditions.
- (B) Each party shall use its best endeavours to satisfy and fulfill the conditions applicable to each of them. In particular, the Company shall procure that all information and documents required pursuant to the Listing Rules, and other applicable rules, codes and regulations whether in connection with the preparation of all announcements, circulars or otherwise are duly given to the Stock Exchange and other relevant regulatory authorities.

## **3. Amendment to Conditions**

- (A) Subject to and conditional on satisfaction of the conditions precedent above, the Conditions are hereby amended with effect from the date all such conditions precedent are satisfied as follows:-
  - (i) The existing definition of “Conversion Price” as stipulated in the First Deed of Amendment is deleted entirely and replaced by the definition of “Conversion Price” in this Second Deed of Amendment as set out below:

“Conversion Price” means “HK\$0.07 per Conversion Share, subject to adjustment(s)”.

**4. General**

- (A) This Second Deed of Amendment shall be supplemental to the Note and the First Deed of Amendment. All the provisions of the Note and the First Deed of Amendment, as varied by this Second Deed of Amendment, shall continue to remain in full force and effect and shall be read and construed and be enforceable accordingly.
- (B) The Noteholder irrevocably undertakes and agrees that in the exercise of any Conversion Rights for the Conversion Shares, it will at all times comply with the requirements of the Listing Rules and The Hong Kong Code on Takeovers and Mergers.

**5. Governing Law**

- (A) This Second Deed of Amendment is subject to and shall be construed in accordance with the laws of Hong Kong and the parties hereto submit to the non-exclusive jurisdiction of the Hong Kong courts.
- (B) Unless otherwise expressly provided in this Second Deed of Amendment, any person who is not a party to this Second Deed of Amendment shall have no rights under the Contracts (Rights of Third Parties) Ordinance, Chapter 623 of the Laws of Hong Kong, to enforce or to enjoy the benefit of any provisions of this Agreement. For the avoidance of doubt, this provision does not affect any right or remedy of a third party which exists or is available otherwise than from the said Ordinance.

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**SEALED** with the **COMMON SEAL** of  
EMINENCE ENTERPRISE LIMITED  
and **SIGNED** by *LAI Law Kau and*  
*KWONG Jimmy Cheung Tim*  
in the presence of :



SEALED with the COMMON SEAL of  
GOODCO DEVELOPMENT LIMITED  
and SIGNED by LUI Yuk Chu  
in the presence of :

1. *Forney*

