

**Important Notice:**

This Document will create legal obligations and liabilities on your part. You are strongly advised to read and understand the terms and conditions of this Document and to seek independent legal advice before you execute this Document.

**X8 FINANCE LIMITED**

**致借款人 / 擔保人 / 按揭人的重要通知**

鑑於本文件會對閣下產生法律責任及債務，閣下於簽署本文件前應先閱讀及理解有關係款及條件並宜尋求獨立之法律意見。

**X8 FINANCE LIMITED**

Date: - 7 JUL 2025

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- (1) X8 FINANCE LIMITED  
(as Lender)
- (2) HORN KING LIMITED  
(亨景有限公司)  
(as Co-Borrower)
- (3) HO SHUNG PUN (何崇本)  
(as Co-Borrower)
- (4) HO SAI WING (何世榮)  
(as Co-Borrower)

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**LOAN AGREEMENT**

in relation to  
a term loan in the aggregate principal amount of  
HK\$57,000,000

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**ONC Lawyers**  
19th Floor, Three Exchange Square  
8 Connaught Place, Central  
Hong Kong  
Ref : 250860

THIS LOAN AGREEMENT is made on the      day of - 7 JUL 2025      2025.

**BETWEEN:**

- (1) **X8 FINANCE LIMITED**, a company incorporated with limited liability in Hong Kong (business registration no. 66118675) whose registered office is situated at Unit 2111A, 21/F., COSCO Tower, 183 Queen's Road Central, Sheung Wan, Hong Kong as lender (the "**Lender**");
- (2) **HORN KING LIMITED (亨泰有限公司)**, a company incorporated with limited liability in Hong Kong (business registration no. 31148421) whose registered office is situated at Room 1908, 19/F., Crawford House, 70 Queen's Road Central, Hong Kong as co-borrower (the "**Borrower I**");
- (3) **HO SHUNG PUN (何崇本)** (holder of Hong Kong Identity Card No. [REDACTED], of [REDACTED] as co-borrower (the "**Borrower II**"); and
- (4) **HO SAI WING (何世榮)** (holder of Hong Kong Identity Card No. [REDACTED], of [REDACTED] as co-borrower (the "**Borrower III**").

(The Borrower I, the Borrower II and the Borrower III are collectively referred to as the "**Borrowers**" and each a "**Borrower**")

**IT IS HEREBY AGREED** as follows:

**1. DEFINITIONS AND INTERPRETATION**

1.1 In this Agreement, unless the context otherwise requires:

"**Affiliate(s)**" means a Subsidiary of the Lender or a Holding Company of the Lender or any other Subsidiary of that Holding Company;

"**Agreement**" means this loan agreement as originally executed or as it may from time to time be amended or supplemented;

"**Assurance Documents**" has the meaning as ascribed to it in Clause 12.1;

"**Authorisations**" means:

- (a) any authorisation, consent, approval, resolution, licence, exemption, filing, notarisation, lodgement or registration from or with any governmental or other authority or from the board of directors, shareholders, creditors or any other person; or
- (b) in relation to anything which will be fully or partly prohibited or restricted by law if any governmental or other authority intervenes or acts in any way within a specified period after lodgement, filing, registration or notification, the expiry of that period without intervention or action;

"**Business Day**" means a day (other than a Saturday or Sunday and public holidays) on which banks are generally open for business in Hong Kong;

**"BVI"** means the British Virgin Islands;

**"Companies Ordinance"** means the Companies Ordinance (Chapter 622 of the Laws of Hong Kong);

**"Corporate Securing Parties"** means the Securing Parties which are not a natural person;

**"Drawdown"** means a drawdown of the Loan pursuant to Clause 3 hereof;

**"Drawdown Date"** means the date specified in the Drawdown Notice on which Drawdown is proposed to be made, which should be a Business Day;

**"Drawdown Notice"** means a notice (which shall be in the form substantially set out in Schedule 1 to this Agreement) to be given by the Borrowers to the Lender requesting Drawdown;

**"Encumbrance"** means

- (a) any mortgage, charge (whether fixed or floating), pledge, lien, rights of forfeiture, hypothecation, assignment, any security interest, security arrangement securing or conferring any right of priority of payment in respect of, any obligation of any person or security arrangement of any kind;
- (b) any arrangement whereby any rights are subordinated to any rights of any third party or any contractual rights of set-off; or
- (c) the interest of a vendor or lessor under any conditional sale agreement, lease, hire purchase agreement or other deferred purchase, title retention, leasing, sale-and-repurchase or sale-and-leaseback arrangement whatsoever other than an interest in a lease or hire purchase agreement which arose in the ordinary course of business;

**"Event of Default"** means any event or circumstances described in Clause 13.1 hereof and **"Prospective Event of Default"** means any event or circumstance which with the giving of notice and/or the passage of time and/or the making of any relevant determination and/or the forming of any necessary opinion would reasonably be expected to become an Event of Default;

**"Finance Document"** means any of this Agreement, the Security Documents, the Drawdown Notice, the Assurance Documents (if any) and any other document designated as such by the Lender and the Borrowers, and collectively known as **"Finance Documents"**;

**"Holding Company"** means, in relation to a company or corporation, any other company or corporation in respect of which it is a Subsidiary;

**"Hong Kong"** means the Hong Kong Special Administrative Region of the People's Republic of China;

**"Hong Kong Dollar(s)"** and **"HK\$"** mean Hong Kong Dollar, the lawful currency of Hong Kong;

**"Income"** has the meaning ascribed to it in Clause 11.3;

**"Indebtedness"** means the Outstanding Principal, all interest accrued on the Outstanding Principal and all present and future moneys, debts and liabilities due, owing or incurred by the Securing Parties to the Lender under or in connection with the Finance Documents (in each case, whether alone or jointly, or jointly or severally, with any other person, whether actually or contingently and whether as principal, surety or otherwise);

**"Insurance(s)"** means any contract of insurance required under Clause 11.1.19;

**"Interest Rate"** means 19% per annum;

**"Lender"** includes the successors in title and Assignee(s) of the Lender;

**"Loan"** means the loan of Hong Kong Dollar fifty-seven million (HK\$57,000,000) which the Lender has agreed to make available to the Borrowers pursuant to the terms and conditions of this Agreement;

**"Month(s)"** means a period starting on one day in a calendar month and ending on the numerically corresponding day in the next calendar month, except that:-

- (a) if the numerically corresponding day is not a Business Day, that period shall end on the next Business Day in that calendar month in which that period is to end if there is one, or if there is not, on the immediately preceding Business Day; and
- (b) if there is no numerically corresponding day in the calendar month in which that period is to end, that period shall end on the last Business Day in that calendar month.

and "monthly" shall be construed accordingly;

**"Obligors"** means the Borrowers and any Securing Parties, and **"Obligor"** means any of them;

**"Outstanding Principal"** means the balance of the Loan that remains outstanding and owing to the Lender at any point of time;

**"Material Adverse Change"** or **"Material Adverse Effect"** means, in the reasonable opinion of the Lender, a material adverse change or effect on:

- (a) the ability of any Borrowers or Securing Parties to perform his/her/its obligations under any of the Finance Documents to which he/she/it is or is to be a party;
- (b) the business, assets, financial or other condition or prospects of any Borrowers or Securing Parties; or
- (c) the validity or enforceability of any Finance Documents, the value of any security under any Security Documents or the rights or remedies of the Lender under the Finance Documents;

**"Mortgage"** means the existing first legal charge and mortgage over the Property provided by the Borrower I as mortgagor, the Borrower I, the Borrower II and the Borrower III as co-borrowers in favour of the Lender as mortgagee dated 17 January

2024 registered with the Land Registry by Memorial No. 24012600780038, which may be supplemented, amended and otherwise in effect from time to time;

**"Property"** means the entire First Floor, Second Floor and Portion of Garage Space "B" on the Ground Floor of No. 23 Plantation Road, the Peak, Hong Kong;

**"Repayment Date"** means twelve (12) months from the Drawdown Date, or such other date as agreed in writing between the Lender and the Borrowers and subject to such terms and conditions to be agreed between the Lender and the Borrowers in writing, provided that, if such date falls on a non-Business Day, then the Repayment Date shall be the immediate following Business Day;

**"Securing Party"** means any of the Borrowers or any other persons providing any kind or type of security or guarantee in favour of the Lender as security for all or any part of the Borrower's obligations under this Agreement and/or the Security Documents, and collectively known as **"Securing Parties"**;

**"Security Document"** means the Mortgage and any related documents required thereunder and any other document(s) executed from time to time by whatever person as a guarantee or further guarantee of or as security for all or any part of the Borrower's obligations under this Agreement, and collectively known as **"Security Documents"**;

**"SFO"** means the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong);

**"Subsidiary"** means in relation to any company or corporation, a company or corporation:

- (a) which is controlled, directly or indirectly, by the first mentioned company or corporation;
- (b) more than half the issued share capital of which is beneficially owned, directly or indirectly by the first mentioned company or corporation; or
- (c) which is a Subsidiary of another Subsidiary of the first mentioned company or corporation,

and for this purpose, a company or corporation shall be treated as being controlled by another if that other company or corporation is able to direct its affairs and/or to control the composition of its board of directors or equivalent body; and

**"Taxes"** includes all present and future taxes, levies, imposts, duties, fees or charges of whatever nature (including restrictions or conditions resulting in a charge) imposed, levied, charged, assessed or collected by any national, federal or local taxing or other governmental authority, board, body or agency, together with interest thereon and penalties in respect thereof, and **"Taxation"** shall be construed accordingly.

- 1.2 Clause headings are inserted for convenience of reference only and shall be ignored in the interpretation of this Agreement.
- 1.3 In this Agreement, unless the context otherwise requires:
  - 1.3.1 references to Clauses, Schedules and Appendices are to be construed as references to the clauses of, and schedules and appendices to, this

Agreement and references to this Agreement include its Schedules and Appendices;

- 1.3.2 references to Clauses the contents of which rely on introductory provisions for their completeness shall include references to those introductory provisions;
- 1.3.3 references to (or to any specified provision of) this Agreement or any other document shall be construed as references to this Agreement, that document or that provision as in force for the time being and as amended in accordance with the terms thereof or, as the case may be, with the agreement of the relevant parties and (where such consent is by the terms of this Agreement or the relevant document required to be obtained as a condition to such amendment being permitted) the prior written consent of the Lender;
- 1.3.4 references to any ordinance, act, legislation or enactment shall be deemed to include references to such ordinance, act, legislation or enactment as amended, extended, re-enacted, consolidated or replaced and in force for the time being and any orders, decrees, proclamations, regulations, instruments or other subordinate legislation made thereunder and in force for the time being;
- 1.3.5 the Lender shall have the right to reasonably decide on the materiality of any issue, matter or thing having regard to all information in the possession of or available to the Lender. Such determination by the Lender shall *prima facie* be conclusive;
- 1.3.6 words importing the plural shall include the singular and vice versa; and
- 1.3.7 words importing one gender shall be construed as including every gender and references to a person shall be construed as including references to an individual, company, corporation, firm, partnership, consortium, joint venture, association, organisation, unincorporated body of persons, trust or any government or state or any instrumentality, agency or political sub-division thereof or authority, board or body created or constituted thereby (in each case, whether or not having separate legal personality).

## **2. THE LOAN AND PURPOSE**

- 2.1 The Lender, relying upon each of the representations and warranties set out in Clause 10 hereof, agrees to make available to the Borrowers the Loan upon the terms and subject to the conditions of this Agreement.
- 2.2 The Loan shall be applied and used by the Borrowers to refinance its existing indebtedness due and owing to the Lender only but shall not be used in any ways to facilitate the acquisition of securities listed on any stock exchange and/or the continued holding of those securities, whether or not those or other securities are pledged as security for the Loan and/or applied in such ways so as to render the provision of the Loan by the Lender to the Borrowers to be within the definition of "securities margin financing" under the SFO. The Lender is not obliged to monitor or verify how any amount advanced under the Loan is used by the Borrowers.

## **3. DRAWDOWN**

- 3.1 The Borrowers may make a Drawdown by delivering to the Lender the Drawdown Notice. The Drawdown Notice shall give (i) full details of the amount to be drawn, the name of the bank, account holder, the account number or any other form of payment instruction, all of which must be acceptable to the Lender, to which the Loan is to be advanced and/or (ii) other drawdown instructions to the Lender. The Drawdown Notice shall be effective only on receipt by the Lender and is subject to the terms and conditions of this Agreement.
- 3.2 The Borrowers may only deliver one Drawdown Notice requesting the Drawdown of the entire amount of the Loan.
- 3.3 Notwithstanding the Lender's receipt of the Drawdown Notice, the Drawdown of the Loan is subject to the satisfaction of the conditions precedent set out in Clause 4.
- 3.4 The Drawdown Notice once received by the Lender shall be irrevocable, and subject to the satisfaction of the conditions precedent set out in Clause 4, the Borrowers shall be bound to effect the Drawdown in accordance with the Drawdown Notice.
- 3.5 If, notwithstanding the giving of the Drawdown Notice, a Drawdown is not made by the Borrowers on the Drawdown Date for any reason (other than for the reason that the Lender exercises its discretion of not advancing the Loan pursuant to Clause 3.3 above), the Borrowers shall be liable to pay the Lender on demand, all such amount as the Lender shall certify to be necessary to compensate the Lender for any direct or indirect loss or expense incurred or to be incurred by it as a consequence of the Drawdown not having been made in accordance with the Drawdown Notice or at all, including, without prejudice to the generality of the foregoing, loss of profit and any loss or expense incurred or to be incurred in liquidating funds obtained to make the Drawdown or in re-employing such funds at a rate or rates lower than the rate which would have been payable by the Borrowers hereunder.
- 3.6 There shall be no facility fee for the Loan.

#### **4. CONDITIONS PRECEDENT**

- 4.1 The Borrowers may not deliver a Drawdown Notice unless the following conditions precedent have been fulfilled to the satisfaction of the Lender:

- 4.1.1 the Lender shall have received, in form and substance satisfactory to it:

*Finance Documents*

- (a) this Agreement duly executed by the Borrowers as a deed;
- (b) the Drawdown Notice duly executed by the Borrowers;

*Documents supporting the Loan*

- (c) signature specimen of each of the directors of the Borrower I and each of the Borrower II and the Borrower III;
- (d) copy of the TransUnion (TU) or Multiple Credit Reference Agency (MCRA) credit report of each of the Borrowers dated no more than one month from the Drawdown Date;

- (e) a certified true copy of the Hong Kong identity card of each of the Borrower II and the Borrower III;
- (f) a certified true copy of the Hong Kong identity card of each of the director of the Borrower I (excluding the Borrower II and the Borrower III);
- (g) independent legal advice confirmation (collectively, the **"Independent Legal Advice Confirmation"**) duly signed by each of the Borrowers;
- (h) certified true copies (certified by a director of the Borrower I or the respective Borrower II and Borrower III) of the bank statements of each of the Borrowers dated within three months from the Drawdown Date;
- (i) a medical certificate issued by a registered medical practitioner of Hong Kong which certifies that the Borrower II is mentally sound, having the mental capacity and capable of understanding the implications of entering into the Finance Documents (within the meaning of section 1A of the Powers of Attorney Ordinance (Chapter 31 of the Laws of Hong Kong)) and mentally fit to execute the Finance Documents, and that the Borrower II is not a mentally disordered person as defined under the Mental Health Ordinance (Chapter 136 of the Laws of Hong Kong);

#### Corporate Documents

- (j) certified true copies (certified by a director of the relevant party) of the certificate of incorporation, certificate of incorporation on change of name (if any), business registration certificate (if any), memorandum and articles of association or equivalent constitutional document, register of directors, register of members, register of secretaries (if any), register of charges (if any) of each of the Corporate Securing Parties;
- (k) original of the respective resolutions of the board of directors or sole director's resolutions (as the case may be) of each of the Corporate Securing Parties, where applicable, approving the terms of and the transactions contemplated by the Finance Documents to which it is a party and authorising the execution and delivery of the Finance Documents and such other documents required in connection with the Finance Documents;
- (l) the certificate of incumbency and certificate of good standing in respect of Tactic Global Group Limited ("**Tactic Global**") as the direct Holding Company of the Borrower I, certifying, inter alia, its directorship and shareholding and that Tactic Global is validly existing under the laws of BVI, which should be issued no more than one month from the Drawdown Date;
- (m) evidence that the amount of the paid-up share capital in the Borrower I is at least HKD1,000,000 (or, if denominated in other currency, equivalent of HKD1,000,000 in other currency);

#### The Property

- (n) certified true copy (certified by any one of the Borrowers) of the government rates bill, government rent bill and management bill of the most recent month (or the most recent quarter, as the case may be) and evidence of payment of such bills and payment of all premiums under the Government Lease;
- (o) valuation report (the "**Valuation Report**") addressed to the Lender issued by any independent firm of property appraisers or valuers acceptable to the Lender for valuation of the Property with the form and substance satisfactory to the Lender;
- (p) evidence that the Insurance cover in force in respect of Property complies with the terms of this Agreement and the necessary premia have been paid;
- (q) certified true copy (certified by any one director of the Borrower I) of all lease agreements of the Property (if applicable);
- (r) a copy of a clean Hong Kong Land Registry search obtained by ONC Lawyers on the date of the Drawdown Notice for the Property showing (i) no adverse entries to the title of such Property; and (ii) no existing encumbrances over such Property other than any security granted under the Security Documents;

Authorisations and other documents

- (s) the obtaining of all necessary Authorisations in connection with the entering into and performance of the terms of the Finance Documents and such other documents in connection therewith;
  - (t) evidence that all Authorisations have been obtained and other formalities have been or will, promptly, be completed in order to ensure that the Finance Documents and such other documents in connection therewith are valid, enforceable and legally binding in all relevant jurisdictions and have first priority;
  - (u) payment of the fees as specified under Clause 8.1 (by deducting from the proceeds of the Loan advanced by the Lender or by such other way as the Lender may accept) hereof; and
  - (v) such other documents required to be signed under the Security Documents or any other documents in connection with this Agreement or the Loan as the Lender may request.
- 4.1.2 the completion of a satisfactory due diligence review in relation to the Borrowers and the Securing Parties to such extent as the Lender may in its absolute discretion thinks fit.

4.2 In addition to the requirements of Clause 4.1, Drawdown is conditional upon:

- 4.2.1 the Lender has received a duly completed irrevocable Drawdown Notice at least one (1) Business Day before the proposed Drawdown Date (or such shorter period as the Lender may accept in its absolute discretion), having been duly completed and signed by the Borrowers;

- 4.2.2 the proposed Drawdown Date is a Business Day;
  - 4.2.3 the representations and warranties made in the Finance Documents are true and correct as at the Drawdown Date with reference to the facts and circumstances then subsisting; and
  - 4.2.4 there is no Event of Default or Prospective Event of Default occurred, is likely to occur, be continuing or would result from the proposed Drawdown.
- 4.3 The conditions precedent set out in this Clause 4 are for the sole benefit of the Lender and may be waived in whole or in part and with or without conditions by the Lender in its absolute discretion on or before the time of the advance of the Loan without prejudicing its right to require fulfilment of any such other conditions at any time thereafter.

## **5. REPAYMENT AND PREPAYMENT**

- 5.1 Without prejudice to any provision of this Agreement and subject to Clause 5.2 below, the Borrowers shall jointly and severally repay the Outstanding Principal together with all interest accrued thereon due and payable (if not otherwise paid in accordance with Clause 6 below and without prejudice to any rights and remedies of the Lender) and any other outstanding amount of the Indebtedness in full on the Repayment Date as set out in Schedule 2 to this Agreement. Any payment or repayment by the Borrowers pursuant or otherwise related to this Agreement shall be made in the same currency or currencies as the Loan was denominated and drawn by the Borrowers save as otherwise agreed by the Lender in writing.
- 5.2 Notwithstanding the existence of the Repayment Date and notwithstanding anything to the contrary contained in the Finance Documents, the Borrowers shall forthwith ON DEMAND upon service of notice in writing by the Lender repay the Indebtedness or any part thereof in such manner as the Lender shall in its absolute discretion direct.
- 5.3 The Borrowers shall, with at least five (5) Business Days' prior written notice to the Lender, be entitled to make early repayment of the entire amount of the Outstanding Principal together with all interest accrued thereon, subject to Clause 6.2 below. Any sum repaid or prepaid by the Borrowers herein will not be available for withdrawal again under this Agreement. The Borrowers shall not be entitled to make early repayment on partial amount of the Outstanding Principal.
- 5.4 The Borrowers' obligation to repay the Outstanding Principal, to pay interest thereon and to pay all other sums due under this Agreement shall be conclusively determined (in the absence of fraud) by the accounts for the Loan maintained by the Lender.
- 5.5 The repayment schedule of the Loan is set out in Schedule 2 to this Agreement for reference.

## **6. INTEREST**

- 6.1 The Borrowers shall pay interest accrued on the Outstanding Principal at the Interest Rate in advance in accordance with Schedule 2 to this Agreement:
- (i) on the Drawdown Date for the interest to be accrued for the six (6) Months;

- (ii) on the day falling on the seventh (7th) Month from the Drawdown Date (or the Business Day immediately before such day if that day is not a Business Day) for the interest to be accrued for the seventh (7th) Month to ninth (9th) Month; and
- (iii) on the day falling on the tenth (10th) Month from the Drawdown Date (or the Business Day immediately before such day if that day is not a Business Day) for the interest to be accrued for the tenth (10th) Month to twelfth (12th) Month.

The Borrowers shall fully pay all interest accrued (if not otherwise paid in accordance with this Clause) on the Outstanding Principal at the Interest Rate when full repayment of the Outstanding Principal is made pursuant to Clause 5, or the date on which a demand has been made pursuant to Clause 5.2 of this Agreement. Any interest accrued but not yet paid will be capitalised with the Outstanding Principal and compounded monthly.

- 6.2 In the event that a demand was made pursuant to Clause 5.2 or the Borrowers make early repayment pursuant to Clause 5.3, interest accrued on the Outstanding Principal at the Interest Rate which have not yet been paid in accordance with Clause 6.1 above shall be paid to the Lender on the date of actual repayment by the Borrowers. However, if the Borrowers elect to make an early repayment pursuant to Clause 5.3 at any time after the Drawdown Date, the interest prepaid by the Borrowers shall be regarded as break cost payable to the Lender and such paid or prepaid interest shall not be refunded to the Borrowers in any event.
- 6.3 Without prejudice to any other remedy of the Lender, if the Borrowers fail to pay any sum (whether of principal, interest or otherwise) payable under this Agreement when due, the Borrowers shall pay a default interest on such sum from and including the due date to the date of actual payment at the additional rate of 3% per annum as default rate under this Clause 6.3 accrues daily and is calculated on actual days elapsed and a year comprising 365 days or 366 days in the case of leap year and shall be payable by the Borrowers to the Lender forthwith on demand.

## **7. CHANGE IN CIRCUMSTANCES**

- 7.1 If there occurs any change in the applicable law or in the interpretation or application thereof or if compliance by the Lender with any applicable direction, request or requirement (whether or not having the force of law) of any competent governmental or other authority shall:-
  - 7.1.1 subject the Lender to Taxes or increase the Lender's liability to Taxes with respect to the Loan (other than tax on overall net income); or
  - 7.1.2 change the basis of Taxation to the Lender of payments of principal, interest or any other payment due or to become due to it pursuant to this Agreement (other than where the Taxes in effect after such change in basis is still a tax on overall net income); or
  - 7.1.3 impose, modify or deem applicable any reserve requirement, or require the making of any specific deposit, against or in respect of any assets or liabilities of, deposits with or for the account of, or loans by, the Lender; or

- 7.1.4 impose on the Lender any other condition affecting its funding of the Loan, or any terms or conditions of this Agreement and/or any of the Security Documents;

and the result of any of the foregoing is in the reasonable opinion of the Lender either to materially and adversely increase the cost to the Lender of making or maintaining or funding the Loan, or to reduce the amount of any payment received or receivable by the Lender in respect of the Loan or to materially and adversely reduce the effective return to the Lender arising from its funding of the Loan or the Lender makes a payment or foregoes a return on or calculated by reference to any amount payable to it under this Agreement and/or any of the Security Documents, in any such case by an amount which the Lender, in its sole opinion, reasonably considers to be material, then Clause 7.3 shall apply.

- 7.2 If, at any time while the Indebtedness or any part thereof remains outstanding, the Lender determines that by reason of circumstances materially and adversely affecting the Hong Kong interbank market or Hong Kong dollars generally or Hong Kong dollars interest rate generally, it:

- 7.2.1 Incurs costs as a result of having entered into and/or performing its obligations under this Agreement and/or any of the Security Documents and/or assuming or maintaining a commitment under this Agreement and/or any of the Security Documents;
- 7.2.2 is unable to obtain the rate of return on its overall capital which it would have been able to obtain but for the Lender having entered into and/or performing its obligations and/or assuming or maintaining a commitment under this Agreement and/or any of the Security Documents;
- 7.2.3 incurs an increase in the costs of funding or maintaining all or any of the advances made under this Agreement and/or any of the Security Documents; or
- 7.2.4 becomes liable to make any payment on account of tax or otherwise (not being a tax imposed on its overall net income) on or calculated by reference to the amount of the advances made by the Lender under this Agreement and/or any of the Security Documents and/or to any sum received or receivable by it under this Agreement and/or any of the Security Documents,

then Clause 7.3 shall apply.

- 7.3 If there occurs an event set out in Clauses 7.1 and 7.2 above, subject to the Lender having notified the Borrowers of the happening of such event or such determination (such notification shall be conclusive and binding on the Borrowers):-

- (a) the Borrowers agree that they shall pay on demand such additional but reasonable amounts as the Lender may certify (which certificate shall be conclusive and binding on the Borrowers) to be necessary to compensate the Lender for such increased cost, reduction, payment or forgoing; and
- (b) the Borrowers shall be at liberty at any time after the Lender has served any such notice, so long as such increased cost continues or so long as the circumstances giving rise to such reduction, payment or forgoing continue (as the case may be) and subject to its giving to the Lender not less than fourteen (14) days' prior written notice, to repay to the Lender the whole (but

not part) of the Loan together with accrued interest, and all other sums payable under this Agreement and/or any of the Security Documents to the Lender.

Any such demand as is referred to in paragraph (a) above may be made at any time before or after the Repayment Date and at any time before or after any prepayment or repayment of the Loan.

## **8. FEES AND EXPENSES**

8.1 The Borrowers shall upon signing of this Agreement pay to the Lender the legal and professional fees and disbursements and other fees (if any) as reasonably and necessarily incurred by the Lender as mutually agreed between the Borrowers and the Lender, for the negotiation, preparation, execution and registration (where applicable) of the Finance Documents and any other related documents, which shall be deducted from the Loan advanced by the Lender to the Borrowers on the Drawdown Date, but such fees deducted shall be deemed to be part of that Loan drawn by the Borrowers.

8.2 The Borrowers shall from time to time forthwith on demand pay to or reimburse the Lender for:

8.2.1 all costs, charges and expenses (including but not limited to legal and other fees on a full indemnity basis and all other out-of-pocket expenses) reasonably and necessarily incurred by the Lender directly in connection with the negotiation, preparation, execution and registration (where applicable) of any Finance Document to be executed after the date of this Agreement and/or any other documents in connection herewith, and any amendment to or extension of, and if applicable, the giving of any consent or waiver in connection with this Agreement or any Finance Document;

8.2.2 all stamp or similar duties and Taxes imposed on any Finance Document (executed on or after the date of this Agreement) and/or any other documents directly in connection herewith and shall on demand indemnify the Lender against any liability arising by reason of any delay or omission by the Borrowers to pay any such duties and Taxes; and

8.2.3 all costs, charges and expenses (including but not limited to legal and other fees on a full indemnity basis and other out-of-pocket expenses) reasonably and necessarily incurred by the Lender in exercising any of its rights or powers or in suing for or seeking to recover any sums due or otherwise preserving or enforcing its rights or in defending any claims brought against it in respect of any Finance Document (executed before or after the date of this Agreement) and any documents in connection herewith, or in releasing or re-assigning any of the Security Documents and/or any Encumbrance to the relevant Securing Party upon payment of all monies hereby secured;

and until payment of the same in full, all such costs, charges and expenses shall be secured by the Security Documents.

## **9. PAYMENTS, ACCOUNTS AND CALCULATIONS**

- 9.1 All payments to be made by the Borrowers under any Finance Document to which it/he is a party shall be made in full, without any set-off, counterclaim, restriction or condition whatsoever and, subject as provided in Clause 9.3 below, free and clear of all Taxes, deduction or withholding.
- 9.1.1 If any of the Borrowers is required by law or regulation to make any deduction or withholding (on account of tax or otherwise) from any payment to the Lender, the Borrowers, shall, together with such payment, pay such additional amount as will ensure that the Lender receives (free and clear of any Taxes or other deductions or withholdings) the full amount which it would have received if no such deduction or withholding had been required. The Borrowers shall, as soon as reasonably practicable, forward to the Lender copies of official receipts or other evidence to the satisfaction of the Lender showing that the full amount of any such deduction or withholding has been paid over to the relevant Taxation or other authority.
- 9.1.2 If at any time any of the Borrowers becomes aware that any such deduction, withholding or payment contemplated under this Clause 9.1 is or will be required, it/he shall immediately notify the Lender and supply all available details thereof.
- 9.2 Unless the contrary is expressly provided in this Agreement, when any payment under this Agreement would otherwise be due on a day which is not a Business Day, the next following Business Day shall be substituted for such day.
- 9.3 All interest and other payments of an annual or recurrent nature under this Agreement, if any, shall accrue from day to day and be calculated on the basis of actual days elapsed and each year comprising 365 days or 366 days in the case of leap year.
- 9.4 Any certificate or determination by the Lender as to any amount due and payable and/or owing to it under this Agreement (in the absence of manifest error) shall be conclusive and binding on the Borrowers. Each certificate or determination as to any amount due and payable made by the Lender in accordance with this Clause 9.4 shall be promptly notified to the Borrowers.
- 9.5 All payments by the Borrowers under this Agreement shall be made to the Lender not later than 11:00 a.m. (Hong Kong time) on the relevant due date by delivery to the Lender of a banker's draft, cashier order or a cheque (as specified in this Agreement or at the choice of the Lender) made payable to or to the order of the Lender drawn on a licensed bank in Hong Kong acceptable to the Lender in immediately available funds.

## **10. REPRESENTATIONS AND WARRANTIES**

- 10.1 Each of the Borrowers jointly and severally represents and warrants to the Lender that:-
- 10.1.1 each of the Corporate Securing Parties is duly incorporated, in good standing (if applicable) and validly existing under the laws of their respective jurisdiction and has power to enter into legally binding agreements and own its property and assets and to carry on its business as such business(es) are now being conducted and has complied with all legal requirements in relation to such business in Hong Kong or elsewhere;

- 10.1.2 each of the Securing Parties has full power, authority and legal rights to enter into the transactions contemplated under the Finance Documents to which it/he is a party and perform its/his obligations thereunder and has taken and obtained all necessary Authorisations in relation to the execution, delivery and performance of Finance Documents to which it/he is a party;
- 10.1.3 the Finance Documents constitute valid and legally binding obligations on each of the relevant Securing Parties and are enforceable in accordance with their terms in all relevant jurisdictions;
- 10.1.4 neither the execution and delivery of the Finance Documents nor the performance by the Securing Parties of any of their obligations or the exercise of any of rights under the Finance Documents will:
- (a) contravene or be in conflict with or result in a breach of any law, enactment, rule, regulation, judgment, decree, order, permit, authorisation, agreement or obligation applicable to any of them or cause any limitation placed on them or the powers of their directors, where applicable, to be exceeded;
  - (b) contravene or conflict with the constitutional documents of the relevant Corporate Securing Parties; or
  - (c) conflict with, or result in any breach of any of the terms of, or constitute a default under, any agreement or other instrument or document to which any of the Securing Parties is a party or is subject or by which they or any of their property or assets are bound;
- 10.1.5 all Authorisations required or desirable:
- (a) for or in connection with the execution, delivery, legality, validity, priority and performance of the Finance Documents;
  - (b) to make the Finance Documents admissible in evidence in its jurisdiction of incorporation; and
  - (c) to enable the Securing Parties to create the security to be created by them under the Security Documents and to ensure that such security has priority and ranking it is expressed to have,
- have been obtained or effected (or in the case of paragraph (c) above, will have been obtained or effected before the latest date permitted by the applicable law), and are in full force and effect and there has been no default under the conditions or restrictions of any of the same;
- 10.1.6 it is not necessary in order to ensure the validity, enforceability, priority or admissibility in evidence in proceedings of the Finance Documents or any other documents created thereunder in Hong Kong or any other relevant jurisdiction that it or any other documents be filed or registered with any authority in Hong Kong or elsewhere or that any tax be paid in respect thereof (save the filing of the Mortgage with the respective authorities);

- 10.1.7 all Authorisations necessary for the conduct of the business, trade and ordinary activities of each of the Corporate Securing Parties have been obtained or effected and are in full force and effect;
- 10.1.8 no litigation, arbitration or administrative proceedings is currently taking place or pending or, to the Securing Parties' knowledge and belief (having made all reasonable enquiries), threatened against any of the Securing Parties or their respective assets or revenues which may have a Material Adverse Effect on the financial condition of any of the Securing Parties and the ability of any of the Securing Parties to perform their respective obligations under the Finance Documents and/or any other documents in connection herewith, in particular, their respective ability to repay the Indebtedness or any part thereof;
- 10.1.9 each of the Corporate Securing Parties is not, nor would any of them be with the giving of notice or lapse of time or satisfaction of any other condition, in default under any law, regulation, judgment, order, authorisation, agreement or obligation applicable to it or its assets or revenues, the consequences of which default could materially and adversely affect its business or financial condition or its ability to perform its obligations under the Finance Documents (if any) and/or any other documents in connection herewith to which it is a party;
- 10.1.10 no Event of Default or Prospective Event of Default has occurred or is continuing or would result from the making of Drawdown;
- 10.1.11 it is not required under the law applicable where any Securing Party is incorporated or resident or at its/his address specified in the Finance Documents to make any deduction for or on account of Taxes from any payment it may make under the Finance Documents to which it is a party;
- 10.1.12 the choice of Hong Kong law as the governing law of the Finance Documents (as the case may be) will be recognised and enforced in Hong Kong and the place of incorporation of the Corporate Securing Parties;
- 10.1.13 any judgment obtained in Hong Kong in relation to the Finance Documents will be recognised and enforced in the place of incorporation of the Corporate Securing Parties;
- 10.1.14 each of the Securing Parties is generally subject to civil and commercial law and to legal proceedings and neither the Securing Parties nor any of their respective assets or revenues are entitled to any immunity or privilege (sovereign or otherwise) from any set-off, judgment, execution, attachment or other legal process;
- 10.1.15 submission by the Securing Parties to the exclusive jurisdiction of the Hong Kong courts pursuant to the Finance Documents are valid and binding;
- 10.1.16 the documentation and information supplied to the Lender by or on behalf of the Securing Parties in connection with the negotiation and the preparation of the Finance Documents were and are true and accurate in all material respects and do not contain any misstatement of fact or omit any material fact and in the case of documentation, the copies of documents supplied are true and complete and the Securing Parties are not aware of any facts which has not been disclosed in writing to the Lender which might have material

effect on any information and/or documentation or which might affect the willingness of the Lender to lend upon the terms of this Agreement;

- 10.1.17 the financial condition of each of the Securing Parties has suffered no material deterioration since last disclosed to the Lender;
- 10.1.18 the payment obligations of the Securing Parties under the Finance Document to which it/he is a party rank at least *pari passu* with the claims of all its/his other unsecured and unsubordinated creditors, except for obligations mandatorily preferred by law applying to companies generally;
- 10.1.19 the Securing Parties have not sold, granted, issued or resolved or agreed to sell, grant or issue in favour of any other person or otherwise disposed of any interest in the assets, properties, undertakings, or shareholding charged/mortgaged under the Security Documents or any option or pre-emption rights in respect of the same;
- 10.1.20 each of the Corporate Securing Parties has not resolved or agreed to issue or granted any shares or securities, or share options, warrants, convertible bonds, other rights or securities to acquire shares or other securities (whether convertible into shares or not) of the shares or equity interest of the Corporate Securing Parties;
- 10.1.21 Each of the Borrower II and the Borrower III:
  - (a) is a resident in Hong Kong and domiciled in Hong Kong;
  - (b) is holder of Hong Kong identity card;
  - (c) is of full age and sound mind and has full legal capacity under the laws of the jurisdiction in which he is domiciled to enter into and perform his obligations under the Finance Documents to which he is a party;
  - (d) fully understands the contents of the Independent Legal Advice Confirmation and confirms the statements he has made therein are true and accurate;
  - (e) has obtained independent legal and financial advice in respect the Finance Documents to which he is a party and the transactions contemplated thereby or otherwise has independently and voluntarily determined that he does not require it;
  - (f) fully understands the nature and extent of his obligations under, and the risks of entering into, the Finance Documents to which he is a party;
  - (g) has acted independently and free from any undue influence of any person in deciding to enter into the Finance Documents to which he is a party; and
  - (h) has a commercial relationship with the other Borrowers and is satisfied that it is to his financial advantage to enter into the Finance Documents to which he is a party;
- 10.1.22 Neither any of the Securing Parties nor any of its Subsidiaries (nor any of their respective directors, officers, employees or, to the best of their

knowledge agents, affiliates or other persons acting on behalf of it or such Subsidiary) is a party subject to any government sanctions;

- 10.1.23 All information supplied by it or on its behalf to the valuer for the purposes of issue or compilation of the Valuation Report was true and accurate in all material respects as at its date or (if appropriate) as at the date (if any) at which it is stated to be given. As at the Drawdown Date, nothing has occurred since the date the information referred to above was supplied which, if it had occurred prior to the valuation date of the Valuation Report, would have adversely affected the valuation;
- 10.1.24 The Borrower I is the sole legal and beneficial owner of and has good and marketable title to the Property;
- 10.1.25 Nothing has arisen or has been created or is outstanding which would be an overriding interest, or an unregistered interest which overrides first registration or a registered disposition, over the Property;
- 10.1.26 The Borrower I has not received any notice of any adverse claim by any person in respect of the ownership of any Property or any interest in it which might reasonably be expected to be determined in favour of that person, nor has any acknowledgement been given to any such person in respect of that Property;
- 10.1.27 Save as those disclosed to the Lender, the Property is held by the Borrower I free from any lease or licence;
- 10.1.28 All deeds and documents necessary to show good and marketable title to the Borrower I's interests in the Property will continue to be in possession of the Lender;
- 10.1.29 Each of the Obligors is in compliance, in all material respects, with all of its obligations with respect to the Insurances;
- 10.1.30 All Insurances (other than any Insurance which is unconditionally terminable at the discretion of the insurer thereof) are in full force and effect and, to the best knowledge and belief of each Obligor, no event or circumstances has occurred (including without limitation any omission to disclose any material fact) which could validly entitle the relevant insurer(s) in respect of any such Insurance to terminate, rescind or otherwise avoid or reduce its or their liability under any such Insurance;
- 10.1.31 Each Insurance (which is unconditionally terminable at the discretion of the insurer thereof) is in full force and effect and no Obligor has received any notice from any insurer(s) in respect of any such Insurance terminating, rescinding or otherwise avoiding or reducing its or their liability under any such Insurance (or purporting to do any of the foregoing);
- 10.1.32 the amount of the paid-up share capital in the Borrower I is at least HKD1,000,000 (or, if denominated in other currency, equivalent of HKD1,000,000 in other currency);
- 10.1.33 each of the Borrowers or other Securing Parties and their respective associates are independent of and not connected with Zero Fintech Group Limited (stock code: 93), the indirect Holding Company of the Lender, and its

connected persons under the Rules Governing the Listing of Securities on The Stock Exchange of Hong Kong Limited.

- 10.2 The representations and warranties set out in Clause 10.1 above shall be deemed to be repeated by each of the Securing Parties on and as of each day from the date of this Agreement and as if made with reference to the facts and circumstances existing on each such day until all the Indebtedness have been repaid in full.

## **11. UNDERTAKINGS AND COVENANTS**

- 11.1 Each of the Borrowers jointly and severally covenants and undertakes with the Lender, throughout the continuance of this Agreement and until full and final repayment of the Indebtedness, each of the Borrowers shall (where applicable),

- 11.1.1 perform and observe all covenants and obligations imposed upon them by the Finance Documents to which they are a party and to do all other acts and things which may from time to time be necessary or desirable for the continued due performance of the Securing Parties' obligations pursuant to the Finance Documents and do all other acts which may be required for the validity and/or full enforceability of the Finance Documents;
- 11.1.2 use and to procure the use of the Loan solely for the purposes as stated in Clause 2.2 hereof;
- 11.1.3 procure a legally binding and valid sale and purchase agreement (including provisional sale and purchase agreement) being entered into by the Borrower I for sale of the Property to a third party by the seventh (7th) month after the Drawdown at the total consideration of not less than HK\$90 million and provide a copy of such sale and purchase agreement to the Lender for record as soon as practicable;
- 11.1.4 keep proper records and books of account in respect of the business of each of the Corporate Securing Parties;
- 11.1.5 maintain the valid corporate existence of each of the Corporate Securing Parties;
- 11.1.6 maintain in force and procure the maintenance in force of all Authorisations referred to in Clause 10.1.5 hereof, and take immediate steps to obtain and thereafter maintain in full force and effect any other Authorisations which may become necessary or advisable for the purposes stated therein and to comply with all conditions attached to all Authorisation obtained;
- 11.1.7 procure that there is no change of the majority shareholdings in or majority ownership or equity interest or control (direct or indirect) of each of the Corporate Securing Parties without the prior written consent of the Lender;
- 11.1.8 ensure and procure that there is no change of the composition of the board of directors of the Corporate Securing Parties except with the prior written consent of the Lender;
- 11.1.9 ensure and procure that no amendment or supplement is made to the memorandum or articles of association or equivalent constitutional

documents of the Corporate Securing Parties without the prior written consent of the Lender;

- 11.1.10 conduct their respective businesses in a proper and efficient manner and in compliance with all laws, regulations, Authorisations, agreements and obligations applicable in any relevant jurisdiction;
- 11.1.11 ensure that the Property which is mortgaged under the Mortgage shall be free from all Encumbrances except as created by the Security Documents;
- 11.1.12 file or cause to be filed all tax returns required to be filed in Hong Kong, or other places in which they are situated or carries on business or otherwise is subject to Taxation and pay all Taxes shown to be due and payable on such returns or any assessments made against them, except to the extent these are contested in good faith and by appropriate means where such payment may be lawfully withheld and for which adequate reserves have been established by it taking into account the amount of Taxes payable;
- 11.1.13 ensure and procure that any security provided to Lender has the ranking specified in the relevant Security Document and their payment obligations under this Agreement and the Security Documents shall at all times rank at least *pari passu* with all their other present and future liabilities, and other unsecured and unsubordinated obligations with the exception of any obligations which are mandatorily preferred by or in the event of any bankruptcy, insolvency under the law applicable to companies generally in Hong Kong and not by contract;
- 11.1.14 promptly inform the Lender of:
  - (a) the occurrence of any Event of Default or Prospective Event of Default;
  - (b) any litigation, arbitration or administrative proceedings as referred to in Clause 10.1.8 hereof; and
  - (c) any occurrence which might adversely affect the ability of any of the Securing Parties to perform its/his respective obligations pursuant to this Agreement and/or the Security Documents together with all details in relation thereto; and
  - (d) any occurrence which might adversely affect the financial or other condition of any of the Securing Parties;
- 11.1.15 comply with all applicable laws, rules, regulations and Authorisations in any relevant jurisdiction (including but not limited to the Companies Ordinance and SFO);
- 11.1.16 ensure and procure that all or any part of the property, assets, undertakings or revenue of any of the Securing Parties shall be free from any Encumbrance except as created by the Security Documents;
- 11.1.17 supply to the Lender promptly upon request such financial or other information or record (including but not limited to the monthly management accounts, cashflow statements, profit and loss projections) relating to the Securing Parties as the Lender may reasonably request from time to time;

- 11.1.18 without prejudice to the generality of Clause 12 of this Agreement, to execute or procure the execution of such security documents as may be directed by the Lender (including share mortgages, fixed and/or floating charges, equity pledges and/or guarantee) over all or any of the equity interest, shares and/or assets, undertakings and/or properties in all or any of the Securing Parties or any of their subsidiaries (where applicable) in order to secure the due and punctual performance of the obligations of the Borrowers in this Agreement as and when requested by the Lender;
- 11.1.19 The Borrowers must ensure that, at all times from the Drawdown Date, the Insurances are maintained in full force and effect, which:
- (a) insure in respect of its interests in the Property and the permanent fixtures attached and forming part of the building on the Property (including fixtures, fittings, furniture and interior decoration) for their full replacement value (being the total cost of entirely rebuilding, reinstating or replacing the relevant asset if it is completely destroyed, together with all related fees and demolition costs);
  - (b) provide cover against loss or damage by fire, storm, tempest, flood, earthquake, lightning, explosion, impact, aircraft and other aerial devices and articles dropped from them, malicious damage, bursting or overflowing of pipes and all other normally insurable risks of loss or damage for a property of the type of the Property;
  - (c) provide cover for site clearance, shoring or propping up, professional fees and value added tax together with adequate allowance for inflation;
  - (d) provide cover for loss of rent (in respect of a period of not less than 3 Months) including provision for any increases in rent during the period of Insurance;
  - (e) include property owners' public liability and third party liability insurance;
  - (f) insure such other risks as a prudent company or other person in the same business as the Borrowers would insure; and
  - (g) in each case are in an amount, and in form, and with an insurance company or underwriters, acceptable at all times to the Lender.
- 11.1.20 The Borrowers must procure, with effect from no later than the Drawdown Date, that the Lender is named as first loss payee in respect of its own separate insurable interest under each of the Insurances (other than public liability and third party liability insurances) but without:
- (a) any liability on the part of the Lender for any premium in relation to those Insurances; or
  - (b) any obligation on the part of the Lender to make any disclosure to any insurer or any insurance broker in relation to those Insurances unless and until the Lender becomes a mortgagee in possession of any Property, in which circumstance an obligation shall apply on the part of the Lender to make disclosure to any insurer or any insurance broker in relation to the Insurance or Insurances in respect of that Property pursuant to the terms of that Insurance or those Insurances.
- 11.1.21 The Borrowers must use all reasonable endeavours to ensure that the Lender receives copies of the Insurances (including their renewal), receipts

for the payment of premiums for Insurance and any information in connection with the Insurances and claims under them which the Lender may reasonably require.

11.2 Each of the Borrowers jointly and severally covenants and undertakes with the Lender, throughout the continuance of this Agreement and until full and final repayment of the Indebtedness, that each of the Borrowers (as far as applicable) SHALL NOT without the prior written consent of the Lender:

11.2.1 merge or consolidate with any other entity or take any step with a view to dissolution, liquidation or winding-up;

11.2.2 purchase or redeem any of its issued shares or equity interests or reduce its share capital or make a distribution of assets or other capital distribution to its shareholders or make a repayment in respect of any loans or other indebtedness owing to any of its shareholders;

11.2.3 declare or pay any dividend or make any other income distribution to its shareholders;

11.2.4 establish or acquire any subsidiary or invest in any other entity or assume, guarantee or endorse, or otherwise become or remain liable for any obligation or any other person or provide financing to any person which will materially affect the financial position of itself except by way of trade credit in the ordinary and normal course of this business;

11.2.5 materially change the nature of its business;

11.2.6 enter into any agreement or obligation which might materially and adversely affect its financial or other condition;

11.2.7 issue or agree to issue or grant or procure the issue, the agreement to issue or the grant, as the case may be, any option over or right to acquire any additional shares or purchase or redeem any shares of any of the Securing Parties or to vary or procure the variation of any rights attaching to any shares of any of the Securing Parties, or engage in any kind of capital raising exercise, including but not limited to placing, rights issue, warrant issue of shares of any of the Securing Parties whatsoever;

11.2.8 enter into any credit facility, trust deed, debenture, facility agreement, loan agreement, factoring agreement, guarantee, indemnity or other agreement relating to borrowing (which expression shall include liabilities in respect of all acceptances and discounted instruments and under all debentures, mortgages, charges or other security, all unpaid rental, present or future, under all hire purchase, instalment credit, leasing and similar agreements, the purchase price for all acquisitions payment of which is deferred for three months or more, and all contingent liabilities under all debt purchase and factoring agreements in the event of non-payment of any debt), whether oral or written, or allow any of the Securing Parties to incur any new borrowings;

11.2.9 allow any of the Securing Parties to issue any new shares;

11.2.10 allow any of the Securing Parties to issue any new share certificates to their respective shareholders;

- 11.2.11 convey, assign, transfer, sell or otherwise dispose of any of its assets, business, revenues, undertakings and/or properties or rights, whether present or future, unless for full consideration and on arm's length basis of the disposing entity;
- 11.2.12 convey, assign, transfer, sell or otherwise dispose of, or mortgage, charge, pledge, use as a lien, create or allow any other parties to create any Encumbrance on any shares in any of the Securing Parties except as created by the Security Documents;
- 11.2.13 mortgage, charge, pledge, use as a lien, create or allow any other parties to create any Encumbrance on all or any part of the property, assets, undertakings or revenue of any of the Securing Parties except as created by the Security Documents;
- 11.2.14 make any representation or do any act inconsistent with the Borrowers' liability to repay the entire Indebtedness to the Lender; or
- 11.2.15 make any false or misleading representation (whether by acts or omissions) in relation to this Agreement or the Security Documents to any third party.
- 11.3 Notwithstanding anything to the contrary of this Agreement or of the Finance Documents, all rental income and/or other income or receivables, if any, (collectively the "**Income**") accrued or howsoever derived or generated from the Property and/or any security or collaterals of the subject matters of the Security Documents shall form part of the collaterals.

## **12. FURTHER ASSURANCE**

- 12.1 The Borrowers shall, and shall procure other Securing Parties to, immediately upon the reasonable request by the Lender, and entirely at their own cost and expense, make, execute, do, perform and provide or cause or procure to be made, executed, done, performed and provided, all such further acts, agreements, assurances, bills, bonds, contracts, deeds, documents, evidence of indebtedness, guarantees, indemnities, instruments, letters, loan notes, notes, notices, powers of attorney, promissory notes, receipts, undertakings, matters and things as the Lender shall reasonably require to perfect or improve the security afforded or created, or intended to be afforded or created by this Agreement and/or the Security Documents (the "**Assurance Documents**").
- 12.2 The Borrowers undertake with the Lender that, from the date of this Agreement and so long as any moneys are owing under this Agreement, they will, and will procure the other Securing Parties, upon the reasonable request by the Lender, duly execute in favour of the Lender any Security Document in addition to the existing Security Documents as the Lender shall from time to time require on or over or in respect of all or any part of their present and/or future undertaking, properties, assets, rights and/or revenues as a continuing security for its obligations under this Agreement, and which shall:-
  - 12.2.1 be in such form and duly executed, delivered, created, secured and/or perfected in such manner as the Lender shall stipulate,

- 12.2.2 if necessary or desirable under applicable law for its creation, legality, validity, priority, enforceability, admissibility in evidence or effectiveness or for the performance by any of the Securing Parties of any of its obligations thereunder, be duly notarised, filed, recorded, registered and/or enrolled according to such law, and
- 12.2.3 not, without the prior written consent of the Lender which consent shall not be unreasonably withheld, secure or prefer or be extended so as to secure or prefer any present or future indebtedness or obligation of the Borrowers except the Borrowers' obligations under this Agreement.

### **13. EVENTS OF DEFAULT**

#### **13.1 There shall be an event of default if:**

- 13.1.1 any event or circumstance occurs which has a Material Adverse Effect on the value of the Property, value of any security mortgaged, charged or otherwise given in favour of the Lender for the Indebtedness;
- 13.1.2 the Borrowers fail to pay the Indebtedness or any part thereof payable by it under this Agreement, the Security Documents or Assurance Documents (if any) on the relevant due date (or at the time when it is due), in the currency and manner as stipulated hereunder or thereunder. For the avoidance of doubt, failure to pay any part of the Indebtedness on the relevant due date (or at the time when it is due) shall be regarded as an Event of Default, regardless of whether any payment or repayment is being made subsequently after such Indebtedness (or any part thereof) falling due.
- 13.1.3 any of the Securing Parties fails to pay any money, commits any breach of, or omits to observe or failure to fulfil any of its obligations, covenants or undertakings under any of the Finance Documents and if any such breach or omission is in the Lender's reasonable opinion capable of remedy, such action to remedy the same as the Lender may require shall not have been taken within seven (7) days (or such extended time as the Lender may agree in writing at the request of the Borrowers) of the Lender notifying the relevant Securing Party of such default and of such required action. For the avoidance of doubt, failure to pay any part of the Indebtedness on the relevant due date (or at the time when it is due) shall not be considered as being capable of remedy;
- 13.1.4 the Borrower I fails to enter into a legally binding and valid sale and purchase agreement (including provisional sale and purchase agreement) for sale of the Property to a third party by the seventh (7th) month after the Drawdown at the total consideration of not less than HK\$90 million as undertaken by the Borrower under Clause 11.1.3;
- 13.1.5 any representation, warranty, statement or information made or deemed to be made or repeated or given by or on behalf of or in respect of any of the Securing Parties in or pursuant to the Finance Documents, any guarantee, assurance, security, notice, certificate, report, statement, legal or other opinion, instrument or document executed or delivered under or pursuant to or referred to in any Finance Document is or proves to have been untrue or incorrect in any material respect when made or deemed to be made or repeated or would have been untrue or incorrect in any material respect if

repeated at any time when any moneys are owing under this Agreement with reference to the facts and circumstances existing at such time;

- 13.1.6 any Authorisations required by any of the Securing Parties in connection with, the execution, delivery, legality, validity, priority, enforceability, admissibility in evidence or effectiveness of the Finance Documents, or the performance by any of the Securing Parties of any of its obligations under the Finance Documents, is modified in a manner unacceptable to the Lender or is not granted or revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and effect or any of the Securing Parties defaults in the observance or performance of any condition or restriction imposed on, or in connection with, any of the same;
- 13.1.7 any guarantee or indemnity given by any of the Securing Parties in respect of the Indebtedness is not honoured when due and called upon;
- 13.1.8 a creditor attaches, arrests, seizes or takes possession of, or a distress, execution, sequestration or other process is levied, executed or enforced upon or sued out against, or an Encumbrance becomes enforceable and is enforced in respect of, the whole or any part of the business, undertaking, properties, assets, rights or revenues of, or any share or other ownership interest in, any of the Securing Party, including but not limited to any share or other ownership or equity interest in, any of the Securing Parties and such attachment, arrest, seizure, possession, distress, execution, sequestration, process or enforcement is not released, lifted, discharged or discontinued, as the case may require, within fourteen (14) days (or such extended time as the Lender may agree in writing upon request);
- 13.1.9 any of the Securing Parties suspends payment of its debts or is unable or admits inability to pay its debts as they fall due or begins negotiations with one or more of its creditors with a view to a general or partial reconstruction, readjustment or rescheduling of all or part of its debts or proposes, enters into or makes any compromise, composition, assignment or other arrangement for the benefit of its creditors generally or any class of its creditors or any proceedings are commenced in relation to any of the Securing Parties under any law, enactment, regulation or procedure relating to reconstruction, readjustment or rescheduling of debts or for the relief of debtors;
- 13.1.10 any person takes any action or step or start any legal proceedings for:
  - (a) any of the Securing Parties to be adjudicated or found insolvent or bankrupt, or
  - (b) the winding-up, liquidation, dissolution, individual voluntary arrangement or bankruptcy of any of the Securing Parties; or
  - (c) the appointment of a liquidator, trustee in bankruptcy, receiver, administrator, administrative receiver or similar officer of any of the Securing Parties or of the whole or any part of any of their business, undertaking, properties, assets, rights or revenues;
- 13.1.11 death of any of the Borrowers (who is a natural person) or the Lender determines in its absolute discretion that any of the Borrowers (who is a natural person) has lost the physical or mental capacity to conduct his

business in a prudent manner or to understand or perform his obligations under the Finance Documents;

- 13.1.12 any of the Corporate Securing Parties changes or threatens to change the nature or scope of its business or suspends or ceases or threatens to suspend or cease to carry on their business or, in the Lender's reasonable opinion, a material part thereof;
- 13.1.13 the whole or, in the Lender's reasonable opinion, a material part of the business, management, undertaking, properties, assets, rights or revenues of, or any share or other ownership interest in any of the Corporate Securing Parties is seized, nationalised, expropriated, compulsorily acquired, taken over, confiscated, forfeited, requisitioned or sequestered or is sold, transferred or otherwise disposed of by or under the authority of any government or governmental body or agency;
- 13.1.14 any provision of the Finance Documents, at any time and for any reason becomes invalid or unenforceable or otherwise ceases to remain in full force and effect or the validity or enforceability of which is at any time and for any reason contested by any of the Securing Parties;
- 13.1.15 any of the Securing Parties denies that it has any, or any further, liability under any of the Finance Documents, or any such liability becomes unlawful or invalid or being set aside or avoided for whatever reason, or, in the Lender's reasonable opinion, impossible or impracticable at any time and for any reason for any of the Securing Parties to perform any of its obligations under the Finance Documents or otherwise to comply with any of the terms of the Finance Documents, or for the Lender to exercise or enforce any right, power or remedy under the Finance Documents;
- 13.1.16 any of the Securing Parties repudiates, or does or causes or permits to be done any act or thing evidencing an intention to repudiate the Finance Documents;
- 13.1.17 there occurs, in the Lender's reasonable opinion, a Material Adverse Change in the financial or operating condition of the Corporate Securing Parties;
- 13.1.18 any of the Corporate Securing Parties makes any substantial financial or other commitment other than on arm's-length terms for full value in their respective ordinary and normal course of business;
- 13.1.19 failure by any of the Securing Parties to deliver to the satisfaction of the Lender any document required by the Lender under the Finance Documents within the relevant specified period or if no specified period is stipulated, within fourteen (14) days from the date hereof or the date a demand or request for such document(s) has been made by the Lender, as the case may be;
- 13.1.20 any other event occurs or circumstance arises which, in the Lender's reasonable opinion, is likely to materially and adversely affect the ability of any of the Securing Parties to perform any of its obligations or otherwise to comply with any of the terms of the Finance Documents; and/or

- 13.1.21 any other event occurs or circumstance arises which, in the Lender's reasonable opinion, is likely to materially and adversely affect the value of any security provided under or in connection with any Finance Document.
- 13.2 The Lender may, without prejudice to any of its other rights or any power or remedy available to it, promptly after the happening of any Event of Default by notice to the Borrowers declare that:-
- 13.2.1 the Lender's obligation to make the Loan available shall terminate, whereupon such obligation shall terminate forthwith and the Borrowers shall not be entitled to borrow the Loan;
- 13.2.2 the Indebtedness and all other sums payable under this Agreement have become due and payable, whereupon the same shall, immediately or in accordance with the terms of such notice, become due and payable; and/or
- 13.2.3 the security forming the subject matter of the Security Documents or any of them be enforceable, whereupon they shall immediately become enforceable.
- 13.3 Upon occurrence of an Event of Default or Prospective Event of Default, the Lender shall, without prejudice to any of its other rights or any power or remedy available to it, have the sole and absolute discretion to apply the Income, if any, in or towards satisfaction of any sum due and payable but unpaid to the Lender under this Agreement.
- 13.4 The Lender's reasonable determination as to whether or not any Event of Default has occurred shall be conclusive and binding on the Borrowers.
- 13.5 Without limiting the powers granted to the Lender in any Finance Documents, if any Event of Default shall have occurred:
- 13.5.1 the Lender may, without further notice, appoint in writing, under the hand of the manager or other duly authorised officer of the Lender for the time being such person or persons as he thinks fit to be a receiver and/or manager of any security or collaterals provided under the Finance Documents for entering into or taking possession of such security or collaterals or any part thereof; and
- 13.5.2 the Lender may, without further notice, exercise the power of sale of any security or collaterals provided under the Finance Documents or any part thereof, whether by public auction or tender or private contract as the Lender may deem fit.

#### **14. INDEMNITIES**

- 14.1 The Borrowers shall forthwith on demand jointly and severally indemnify the Lender, without prejudice to any of the Lender's other rights under any of the Finance Documents, against all costs, liabilities, loss and expenses (including legal expenses on full indemnity basis) which the Lender reasonably and necessarily sustains or incurs as a consequence of:-
- 14.1.1 any default in payment by the Borrowers of any sum payable by it/him under any of the Finance Documents;

- 14.1.2 the occurrence of any Event of Default or Prospective Event of Default;
- 14.1.3 an exercise of any of its rights or powers under any of any of the Finance Documents or in suing for or seeking to recover any sums due under any of the Finance Documents or otherwise preserving or enforcing its rights under any of the Finance Documents or in defending any claims brought against it in respect of any of the Finance Documents or the Loan or in releasing or reassigning any security provided by a Securing Party; or
- 14.1.4 the Loan not being drawn for any reason (excluding any default by the Lender) after a Drawdown Notice has been given, including, in any such case, but not limited to, any loss or expense sustained or incurred in maintaining or funding the Loan or any part thereof or in liquidating or re-employing deposits from third parties acquired to effect or maintain the Loan or any part thereof.

## **15. UNLAWFULNESS**

- 15.1 If any law, enactment, regulation or regulatory requirement or any judgment, order or direction of any court, tribunal or authority binding upon the Lender renders it unlawful for the Lender to advance the Loan or to maintain or fund the Loan, the Lender shall promptly inform the Borrowers, the Lender's obligation to make the Loan available shall forthwith terminate and the Borrowers shall not be entitled to borrow the Loan. The Lender shall give notice to the Borrowers requiring the Borrowers to repay the Indebtedness forthwith or on a future specified date, not being earlier than the latest date permitted by such law, enactment, regulation, regulatory requirement, judgment, order or direction, and the Borrowers shall repay the Loan in accordance with and subject to the terms of such notice and the provisions of Clause 15.2 below.
- 15.2 When the Indebtedness is repaid pursuant to this Clause 15 the Borrowers shall, at the time of such repayment, pay to the Lender all other sums payable by the Borrowers to the Lender pursuant to this Agreement.
- 15.3 Notwithstanding any discharge, release or settlement from time to time between the Lender and the Borrowers, if any security, disposition or payment granted or made to the Lender or any obligation performed in respect of the Indebtedness by the Borrowers or any other person is avoided or set aside or ordered to be surrendered, paid away, refunded or reduced or become unlawful or invalid by virtue of any provision, law or enactment relating to bankruptcy, insolvency, liquidation, winding-up, composition or arrangement for the time being in force or for any other reason, the Lender shall be entitled to request the payment of any part of the Indebtedness or exercise its rights under any of the Security Documents as if no such discharge, release or settlement had occurred.

## **16. SET-OFF AND LIEN**

- 16.1 Each of the Borrowers irrevocably and unconditionally authorises the Lender, without prejudice and in addition to any right of set-off or combination of accounts, lien or other right, power or remedy to which the Lender may at any time be entitled by contract, at law, in equity or otherwise, but subject as provided in Clause 16.5 below, at any time after any Event of Default has occurred, without notice to the Borrowers and at the Borrowers' expense:-

- 16.1.1 to sell any shares, securities or equity interest held in, or pledged or deposited with, under or in connection with any account whatsoever, or apply any credit balance in any currency, whether presently due or not, standing upon any account whatever of the Borrowers with the Lender and/or its Subsidiaries or associates in or towards satisfaction of any sum due and payable but unpaid to the Lender under this Agreement; and/or
- 16.1.2 in the name of the Borrowers and/or the Lender to do all such acts and things and execute all such documents (including but not limited to any transfer instrument or certificate, power of attorney or proxy, any instruction to sell securities held in any account of the Lender's Affiliates and any instruction to transfer any money held in any account of the Lender's Affiliates) as may, in the Lender's reasonable opinion, be necessary or expedient to effect such sale and/or application including but not limited to giving any instructions of sale and fund transfer; and/or
- 16.2 Each of the Borrowers agrees that, without prejudice and in addition to any lien or other right, power or remedy to which the Lender may at any time be entitled by contract, at law, in equity or otherwise, but subject as provided in Clause 16.5 below, where applicable, the Lender shall as security for the Borrowers' obligations under this Agreement have a lien on and be entitled to retain all document, property and assets of any kind of the Borrowers from time to time in the possession or registered in the name of the Lender or its nominee, whether the same be held for safe custody or otherwise, including, but not limited to, any negotiable or non-negotiable instruments and any stocks, shares or marketable or other securities.
- 16.3 Notwithstanding anything to the contrary and without prejudice to any other right of the Lender, the Lender may at any time without notice combine or consolidate all or any debt(s) or account(s) (if any) of the Borrowers owing to or opened with the Lender and/or its Affiliates and apply all or any of the security or collaterals which is the subject of any of the Security Documents towards satisfaction of any of all of their liabilities to the Lender and/or any of its Affiliates and set-off or transfer any sum or sums in whatever currency standing to the credit of any one or more of such account(s) in or towards satisfaction of all or any liabilities of the Borrowers to the Lender or its Affiliates on any other account whatsoever irrespective of whether such liabilities of some other person, corporate body or firm and irrespective of whether such liabilities be actual or contingent, primary or collateral and several or joint.
- 16.4 The Lender shall be entitled to pledge, charge, mortgage or transfer all of any of the security or collaterals which is the subject of any of the Security Documents to a pledgee, chargee, mortgagee or transferee for financing purpose at any time during the term of this Agreement. If the Lender chooses to do so, such security or collaterals will be released to the Borrowers within two (2) Business Days after repayment to the Lender in full of the Outstanding Principal together with all monies due and payable under this Agreement or one (1) Business Day after the Lender's receipt from the pledgee, chargee, mortgagee or transferee to whom the Lender has transferred the security or collaterals, whichever is later.
- 16.5 Nothing contained in Clause 16.1 or 16.2 shall constitute a charge or, in the case of Clause 16.2, a pledge and none of the rights, powers or authorities expressed to be conferred by Clause 16.1 or 16.2 on the Lender shall be exercisable to the extent that the same would only be exercisable on the basis of a charge or pledge.

## **17. ASSIGNMENT**

- 17.1 This Agreement shall be binding upon, and enure for the benefit of, the Lender and the Borrowers and their respective successors.
- 17.2 Each of the Borrowers shall not assign or transfer any of its rights or obligations under any the Finance Documents to which it/he is a party or other documents in relation to the Loan without the prior written consent of the Lender.
- 17.3 With notices to the Borrowers in writing, the Lender may assign all or any part of its rights or benefits or transfer all or any part of its obligations under any Finance Documents or other documents in relation to the Loan to any person (each an "Assignee").
- 17.4 If the Lender assigns all or any part of its rights or benefits or transfers all or any part of its obligations as provided in Clause 17.3 all relevant references in this Agreement to the Lender shall thereafter be construed as a reference to the Lender and/or the Assignee(s) to the extent of their respective interests and, in the case of a transfer of all or part of the Lender's obligations, the Borrowers shall thereafter look only to each Assignee in respect of that proportion of the Lender's obligations as corresponds to the obligations transferred to and assumed by such Assignee.
- 17.5 The Lender may disclose on a confidential basis to a potential Assignee or to any other person who may propose entering into contractual relations with the Lender or the Borrowers in relation to this Agreement such information about the Securing Parties as the Lender shall consider appropriate.

## **18. NOTICES**

- 18.1 Any notice or other communication to be given or made pursuant to this Agreement shall be in writing and may be made by personal delivery, prepaid letter, facsimile and shall be deemed to have been duly served, if delivered personally, at the time of delivery, if sent by prepaid letter, 48 hours after posting if sent domestically and seven (7) days after posting if sent by international air mail, if sent by facsimile, at the time of sending provided that an appropriate answer back code has been received.
- 18.2 Each notice or other communication to be given or made under this Agreement shall be delivered or sent to the relevant party at their addresses or fax numbers set out below (or such other address or fax number as the addressee has by five (5) days' prior written notice specified to the other party):-

### The Lender

#### **X8 FINANCE LIMITED**

Unit 2111A, 21/F., COSCO Tower, 183 Queen's Road Central, Sheung Wan, Hong Kong

Attn.: Mr. Tony Wong

Fax : (852) 2531 0300

### The Borrower I

#### **HORN KING LIMITED (亨景有限公司)**

Room 1908, 19/F, Crawford House, 70 Queen's Road Central, Central, Hong Kong

Attention: Ho Shung Pun (何崇本)

Fax: N/A

The Borrower II

**HO SHUNG PUN (何崇本)**  
[REDACTED]

Fax: N/A

The Borrower III

**HO SAI WING (何世榮)**  
[REDACTED]

Fax: N/A

- 18.3 Each party shall notify the others of changes of its address for service from time to time but shall always provide an address for service within Hong Kong.

## **19. LAW AND JURISDICTION**

- 19.1 This Agreement is governed by and shall be construed in accordance with Hong Kong law.
- 19.2 Unless specifically provided in another Finance Document in relation to that Finance Document, the courts of Hong Kong have exclusive jurisdiction to settle any dispute arising out of or in connection with any Finance Document (including a dispute relating to the existence, validity or termination of any Finance Document) (a "Dispute").
- 19.3 The Parties agree that the courts of Hong Kong are the most appropriate and convenient courts to settle Disputes and accordingly no Party will argue to the contrary.
- 19.4 Notwithstanding Clauses 19.2 and 19.3 above, the Lender shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Lender may take concurrent proceedings in any number of jurisdictions.

## **20. WAIVER**

No failure or delay on the part of the Lender to exercise any power, right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise by the Lender of any power, right or remedy preclude any other or further exercise thereof or the exercise of any other power, right or remedy, nor shall the giving by the Lender of any consent to any act or thing which by the terms of this Agreement requires such consent prejudice its right to withhold or give consent to the doing of any other similar act or thing. The rights and remedies provided in this Agreement are cumulative and are not exclusive of any rights or remedies provided by law.

## **21. WAIVER OF IMMUNITY**

Each Obligor irrevocably waives, to the extent permitted by applicable law, with respect to himself/herself/itself and his/her/its revenues and assets (irrespective of

their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from:

- (a) suit;
- (b) jurisdiction of any court;
- (c) relief by way of injunction or order for specific performance or recovery of property;
- (d) attachment of its assets (whether before or after judgment); and
- (e) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction (and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any immunity in any such proceedings).

## **22. CONFLICT AND INCONSISTENCY**

In the event of any conflict or inconsistency between any of the terms of this Agreement and any of the terms of any of the documents executed or to be executed in accordance with the provisions of this Agreement, the terms of this Agreement shall prevail.

## **23. INDEPENDENT LEGAL ADVICE**

The Borrowers hereby acknowledge that they have been advised and are aware that ONC Lawyers are the solicitors acting for the Lender. The contents of this Agreement and all the documents referred to herein (including but not limited to all the Security Documents) are understood and have been considered by the Borrowers and they have been invited to seek independent legal advice on the Agreement and the Security Documents as well as the transactions contemplated thereunder from Bird & Bird as their own legal advisers.

## **24. INVALID PROVISIONS**

If any provision of this Agreement or its application to any circumstances shall, to any extent, be invalid, illegal or unenforceable at any time under the applicable law of any jurisdiction, the remaining part of this Agreement and the application of that provision to other circumstances shall not be affected thereby, and each provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

## **25. COUNTERPARTS**

This Agreement may be executed in counterparts and by different parties on separate counterparts which when taken together shall be deemed to constitute one agreement.

## **26. THIRD PARTY RIGHTS**

Unless expressly provided to the contrary in a Finance Document, a person who is not a party thereto has no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enjoy the benefit of any term of this Agreement or the Finance Documents.

*[the remainder of the page is intentionally left blank]*

**Schedule 1**  
**FORM OF DRAWDOWN NOTICE**

To: X8 FINANCE LIMITED  
Unit 2111A, 21/F., COSCO Tower  
183 Queen's Road Central  
Sheung Wan  
Hong Kong  
Attn.: Mr. Tony Wong

Dear Sirs,

Re: **Loan Agreement dated [●] (the "Loan Agreement")**  
**Lender:** X8 Finance Limited  
**Co-Borrower:** Horn King Limited (亨景有限公司), Ho Shung Pun (何崇本) and  
Ho Sai Wing (何世榮)  
**Loan Amount:** HK\$57,000,000

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We refer to the captioned Loan Agreement. Terms defined in the Loan Agreement have the same meanings in this notice.

Pursuant to Clause 3 of the Loan Agreement, we hereby give you irrevocable notice of drawdown of the Loan as follows:

Amount:	HK\$57,000,000
Proposed Drawdown Date:	[●]

We confirm that Clause 4 of the Loan Agreement will be duly complied with up to and including the proposed Drawdown Date. We further confirm that the matters represented and warranted and/or set out in the Loan Agreement are true and accurate on the date hereof as if made today and that no Event of Default or Prospective Event of Default as defined in the Loan Agreement has occurred or is continuing or would result from the proposed borrowing.

Yours faithfully,

*For and on behalf of*

**HORN KING LIMITED (亨景有限公司)**

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Ho Shung Pun  
Director

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Ho Shung Pun

---

Ho Sai Wing

**Schedule 2**

**REPAYMENT SCHEDULE**

<b><u>Term</u></b>	<b><u>Instalments</u></b>	<b><u>Remarks</u></b>	<b><u>Principal (HK\$)</u></b>	<b><u>Interest Amount (HK\$)</u></b>	<b><u>Total (HK\$)</u></b>
1.	1st.	Pre-paid interest for the first six (6) months on the Drawdown Date	0	5,415,000	5,415,000
2.	2nd.	Pre-paid interest for seventh (7th) to ninth (9th) month on the day falling on the seventh (7 <sup>th</sup> ) month from the Drawdown Date	0	2,707,500	2,707,500
3.	3rd.	Pre-paid interest for tenth (10th) to twelfth (12th) month on the day falling on the tenth (10th) month from the Drawdown Date	0	2,707,500	2,707,500
4.	4th.	Repayment Date	57,000,000	\$0	57,000,000
<b><u>Sub-total</u></b>			<b>57,000,000</b>	<b>\$10,830,000</b>	
<b><u>Total Repayment Amount</u></b>					<b><u>67,830,000</u></b>

**IN WITNESS** whereof the parties hereto have duly executed this Agreement the day and year first above written.

**THE LENDER**

**SIGNED** by Wong Yuk Tong  
for and on behalf of **X8 FINANCE LIMITED**  
in the presence of:-

For and on behalf of  
**X8 Finance Limited**

.....  
*Authorized Signature(s)*



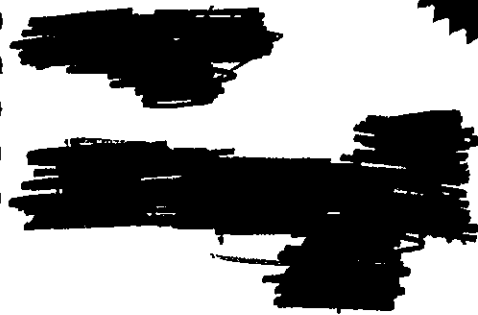
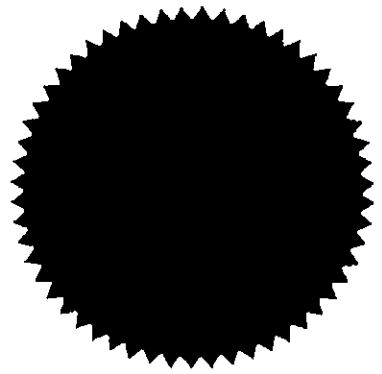
**CHAN PO MAN**  
Solicitor, HKSAR  
ONC Lawyers

**THE BORROWER I**

EXECUTED and DELIVERED as a deed )  
and the COMMON SEAL of HORN KING )  
LIMITED (亨景有限公司) was affixed in the )  
presence of Ho Sai Wing and Ho Shung Pun )  
its directors )  
in the presence of: )



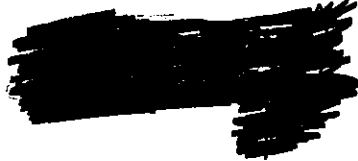
CHAN PO MAN  
Solicitor, HKSAR  
ONC Lawyers



**THE BORROWER II**

**SIGNED SEALED and DELIVERED**  
by **HO SHUNG PUN (何崇本)**  
in the presence of:-

)  
)  
)

A large, irregular black redaction mark covering the signature area of the witness.A handwritten signature in black ink, appearing to read 'Chan Po Man'.

**CHAN PO MAN**  
Solicitor, HKSAR  
ONC Lawyers

**THE BORROWER III**

**SIGNED SEALED and DELIVERED**  
by **HO SAI WING (何世榮)**  
in the presence of:-

)  
)  
)



**CHAN PO MAN**  
Solicitor, HKSAR  
ONC Lawyers