

X8 Finance

This Loan Agreement and Memorandum of Agreement (Property Loan)

本貸款協議及協議備忘錄(物業貸款)

Loan account no. 貸款號碼 : X8HK-20240927-001M

Schedule 1 { Date of Agreement 訂立本協議日期 : 07/10/2024
附表 1

Schedule 2 { Name of Lender 貸款人姓名 : X8 Finance Limited
附表 2

Schedule 3 { Business address of Lender : UNIT 202, 2/F., KWONG FAT HONG BUILDING, NO. 1 RUMSEY
附表 3 貸款人業務地址 STREET, SHEUNG WAN, HONG KONG.
香港上環林士街 1 號廣發行大廈 2 樓 202 室

Schedule 4 { Name(s) of Mortgagor(s)按揭人姓名 : HORN KING LIMITED (亨景有限公司)
附表 4

Certificate of Incorporation No(s). : 0696155
公司註冊證書號碼

Address 地址 : THE ENTIRE SECOND FLOOR AND PORTION OF GARAGE SPACE
"B" ON THE GROUND FLOOR OF NO.23 PLANTATION ROAD
HONG KONG

Schedule 5 { Name(s) of Borrower(s)借款人姓名 : HORN KING LIMITED (亨景有限公司) & HO SHUNG PUN (何崇本)
附表 5 & HO SAI WING (何世榮)

Certificate of Incorporation No(s). : 0696155
公司註冊證書號碼

Hong Kong Identity Card(s) No(s). :
香港身份證號碼

Address 地址 : ROOM 1908, 19/F., CRAWFORD HOUSE, 70 QUEEN'S ROAD
CENTRAL, HONG KONG

Schedule 6 { Name(s) of Guarantor(s)擔保人姓名 : -
附表 6

Address 地址 : -

Schedule 7 { Principal amount of the loan : HK\$100,000,000.00
附表 7 貸款本金金額 Hong Kong Dollars One Hundred Million Only
港幣壹億圓正

Schedule 8 { Date of Advance 貸款日期 : On [7th October 2024] or the date of the Legal Charge and/or security
附表 8 document(s) referred to in Schedule 11 to be executed, whichever is the
later.
於 [2024 年 10 月 7 日] 或附表 11 所提述的法定押記及/或抵押文件的
日期，以較遲者為準。

Schedule 9 { (a) Number of Monthly Instalments : 12 tenors 期
附表 9 分期付款次數


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- (b) Initial Stage Instalment (1st and 2nd) : 每期 HKD 港幣 2,583,334.00 each
首段分期付款金額(第 1 及 2 期) The 1st instalment shall be on the [7th] day of the earliest calendar month in which or immediately after the loan is advanced, being not less than 15 days and not more than 45 days after the loan is advanced.
首次付款須在貸款提取後的最早日曆月的 [第 7 日] · 在貸款提取後不少於 15 天及不超過 45 天。
The 2nd instalment shall be on the date falling on the numerically corresponding day (on which the First Instalment is due) in the month immediately following the month in which the First Instalment is due.
第二期分期付款於首次分期付款日期緊隨的月份(與首次分期付款日期)相同的日期償付。
- (c) Subsequent Monthly Instalments : HKD 港幣 1,750,000.00
其後每月分期付款金額 each on the date falling on the numerically corresponding day (on which the First Instalment is due) in each subsequent month respectively until just before the Last Instalment falls due
每個隨後的月份(與首次分期付款日期)相同的日期償付直至最後分期付款日期之前一個月
- (d) Last Instalment : HKD 港幣 101,750,000.00
最後分期付款金額 on the same numerically corresponding day (on which the First Instalment is due) of the month in which the number of months lapsed since after the First Instalment is due reaches the number as stated in Schedule 9(a).
最後月份的分期付款(與首次分期付款日期)相同的日期償付,即按照附表 9(a)的分期付款次數的最後一期。

Schedule 10 { Interest Rate 利率:-	:
附表 10 (a) For Initial Stage Instalment (1st and 2nd): 首段分期(第 1 及 2 期)	31% per annum 年利率 31%
(b) For the subsequent Monthly Instalment: 其後每期	21% per annum 年利率 21%
(c) Effective Interest Rate: 平均實際年利率	22.83% per annum 年利率 22.83%
(d) Default Interest Rate: 逾期利率	21% per annum 年利率 21%


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Schedule 11 { (a) Description of Property to be charged as security 附表 11 押記之物業列明	: All the Borrower's interest of and in the property known as [THE ENTIRE SECOND FLOOR AND PORTION OF GARAGE SPACE "B" ON THE GROUND FLOOR OF NO.23 PLANTATION ROAD HONG KONG & THE ENTIRE FIRST FLOOR OF NO.23 PLANTATION ROAD HONG KONG] ("the Property") 所有借款人的物業權益與該物業為 [THE ENTIRE SECOND FLOOR AND PORTION OF GARAGE SPACE "B" ON THE GROUND FLOOR OF NO.23 PLANTATION ROAD HONG KONG & THE ENTIRE FIRST FLOOR OF NO.23 PLANTATION ROAD HONG KONG] ("該物業")
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(b) Types of Charge 押記形式

: Mortgage [or such security instrument carrying the same effect as the Lender may opt for] (“the Charge”) in favour of the Lender or the Lender’s security agent as may be designated, securing all money, obligations and liabilities due, owing or incurred by the Borrower (and if there is more than one Borrower, by all of the Borrowers severally and/or jointly) now or in the future, including unpaid interest and reasonable costs and expenses incurred by the Lender in connection with this Agreement and the said Charge to be created over the Property.

法定押記 [或具有與貸款人可選擇的相同效力的押記] (“押記”) 指定的貸款人或貸款人的保證代理人, 該押記以全額按揭形式, 所有應付的欠款將全部由借款人負責支付或承擔 (如果借款人多於一人, 所有欠款應由所有借款人獨立及/或共同承擔) 本協議押記之物業現在或將來所產生的金額, 當中包括尚未償付的利息及一切有關的費用。

Schedule 12: Special Conditions:

附表 12 : 特殊條件 :

- (1) Notwithstanding anything herein, the Borrower shall repay the entire balance of the Loan plus interest thereon as provided hereinafter as well as before Judgment upon the occurrence of any Event of Default as specified in this Loan Agreement and Memorandum of Agreement herein, any outstanding balance of all monies payable under this Loan Agreement and Memorandum of Agreement shall become immediately due and payable by the Borrower and the Lender is entitled to (whether demanded or not) recover from the Borrower all costs and expenses (on an indemnity basis) incurred therefrom.

不管本協議及協議備忘錄的任何部份, 在本協議及協議備忘錄詳述的不履約或違約事項一經發生, 借款人須立即清還整筆貸款的金額餘數及不論是在法院判決之前或以後, 借款人亦須償還本協議及協議備忘錄所定的利息。另貸款人可向借款人 (無論貸款人已提出要求與否) 取回因該等不履約或違約事項所招致的一切律師費及開支 (以彌償基礎計算)。

- (2) The proceeds of the Loan shall be applied in the order that, first, towards payment of any amount that may be payable by the Borrower to the Lender, and secondly, towards discharge of the loan(s), charge(s), mortgage(s), incumbrance(s) as provided hereinbelow, if any, before release of the same to the Borrower or to his/her order:

{List out herein if any}

在向借款人發放貸款之前, 貸款的所得款額應按以下順序執行: 首先, 償還借款人應向貸款人支付的任何款額; 其次, 解除借款人下列的貸款, 押記, 按揭, 保證金 (如有);

{如有列於此}

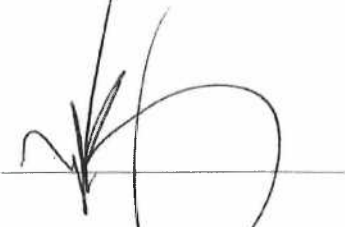


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Signed by the Lender 貸款人簽名:



I/We, the Borrower, hereby confirm that I/we agree to the terms of this Loan Agreement and Memorandum of Agreement.
本人/吾等, 借入人, 在此確認本人/吾等同意本貸款協議及協議備忘錄的條款。

Signed by the Borrower 借入人簽名:



Name(s)姓名: HORN KING LIMITED (亨景有限公司) & HO SHUNG PUN (何崇本) & HO SAI WING (何世榮)
CI No(s). 公司註冊證書號碼 & HKID No(s). 香港身份證號碼: 0696155 & [REDACTED] & [REDACTED]

Witnessed to the signature of the Borrower by 借入人簽署見證者:

Mandy Wong
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XB Finance

THIS LOAN AGREEMENT AND MEMORANDUM OF AGREEMENT (the "Agreement") for a loan made on the date stated in Schedule 1 between:-

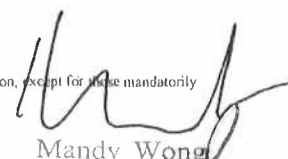
本貸款協議及本協議備忘錄 ("本協議") 於附表一所述的日期由下列雙方訂立:-

- (1) X8 Finance Limited, a licensed money lender carrying on its business at the address set out in Schedule 3 and having its registered office at UNIT 202, 2/F., KWONG FAT HONG BUILDING, NO. 1 RUMSEY STREET, SHEUNG WAN, HONG KONG ("the Lender") and
X8 Finance Limited ("貸款人") - 為持牌放債人於附表 3 所列的地址經營其業務。其註冊辦事處為香港上環林士街 1 號廣發行大廈 2 樓 202 室
- (2) The Borrower whose particulars are set out in Schedule 5.
借款人。其詳情載列於附表 5。

IT IS AGREED as follows:-

雙方同意以下條款:

- 1 The Lender agrees to advance to the Borrower a loan in the principal amount specified in Schedule 7 (the "Loan") on the date stated in Schedule 8 ("Date of Advance").
貸款人同意於附表 8 所列的日期 (名為"放款日") 向借款人提供以附表 7 所指定的本金貸款 (名為"該貸款")。
- 2 If applicable, to ensure the payment of all the sums payable under this Agreement and/or agreed to be paid by the Borrower to the Lender, the Borrower shall execute a Legal Charge/Mortgage on the Property in favour of the Lender.
如適用, 借款人獲得貸款的先決條件為先簽署/簽立法定押記或按揭契據將其對該物業的業權及權益抵押予貸款人作為保證該貸款及所有借款人根據本協議需支付的款項。
3. In consideration of the Loan, the Borrower hereby covenants with the Lender that the Borrower shall repay the Loan and the interest thereon at the Interest Rates as set out in Schedule 10(a) and (b) hereto and all other monies and obligations in respect of monies which the Borrower covenants to pay to the Lender under this Agreement (including Loan, the said interest, monies and obligations) in full.
基於上述貸款, 借款人現向貸款人承諾借款人必會向貸款人全數償還所有貸款和按附表 10(a)及(b)上利率計算的利息, 以及一切借款人根據本協議承諾支付之其他款項和有關金錢之責任 (包括貸款, 上述利息, 款項和金錢責任)。
4. (a) The Borrower shall pay the Loan, together with interest thereon, by such number of successive monthly instalments (Instalments) as stated in Schedule 9(a) for such instalment amount, in such manner and on such dates for instalment repayment (each a "Repayment Date") as provided in Schedule 9(b), (c) and (d)
借款人應連續按月分期償還貸款並連同利息, 還款期數載於附表 9(a), 就該等分期還款金額及還款日期 (各名為"還款日期") 須按照附表 9(b), (c)及(d)所規定。
(b) If a Repayment Date shall fall on a day where there is no numerically corresponding day in that calendar month, the last day of that month shall become that Repayment Date.
如果還款日期所規定的日期, 該月沒有該數值相同的日期, 則該月份的最後一日將成為還款日期。
5. Interest shall accrue from day to day on the outstanding principal amount of the Loan at the Interest Rate specified in Schedule 10(a) and (b) and shall be due and payable on each Repayment Date. Interest so due and payable on each Repayment Date shall be rounded to the nearest cent.
利息將按照附表 10(a)及(b)所指明的利率按貸款的未償還本金額每日累算, 並須於每個還款日期到期及應付, 在每個還款日期應付的利息及所結算的利息以四捨五入至最接近的仙位數計算。
6. On the Last Repayment Date, the Lender will determine the aggregate of all interest amount payable under this Agreement and all sums payable under this Agreement which are deemed to be interest payable in respect of the Loan under any applicable law (the "Total Interest Amount") and such determination shall, in absence of fraud and manifest error, be conclusive and binding on the Borrower. If the Total Interest Amount so determined is such that the true annual percentage rate of interest in respect of the Loan (the "effective rate") calculated in accordance with any applicable law, will exceed the maximum annual percentage rate of interest at which a person can lend or offer to lend money without committing an offence under the applicable law (the "prescribed rate"), the Lender shall promptly refund such interest amount to the Borrower so as to procure that the effective rate will not exceed the prescribed rate.
在最後還款日, 貸款人將確定本協議下所有應付利息金額總額及其他根據任何適用法律將本協議下應付之其他金額視作為利息的總和結算 ("總利息")。在無欺詐和明顯錯誤下, 此結算為終局性及不可推翻, 並對借款人有約束力。如果所結算的總利息金額, 按照任何適用法律所計算出真實年利率 ("實際利率"), 超過根據適用的法律可以提供借款而未屬犯罪情況下可收取的最高年利率的利息 ("訂明利率"), 貸款人須即時退還該等利息金額的相應部分, 以達至實際利率將不超過訂明利率。
7. If the Borrower shall require the Lender to apply the loan or any part thereof in settlement or redemption of his/her/their existing debts/liabilities in, the Borrower hereby expressly acknowledges and covenants that such payment of the Loan or any part thereof in accordance with the Confirmation and Instructions for Payment of Loan Proceeds signed by the Borrower and annexed hereto shall be conclusively deemed to be paid to and received by the Borrower pursuant to this Agreement and any ancillary documents thereto.
若借款人要求貸款人將貸款全額或任何部分支付予任何第三方使借款人能退清或贖回其現存的債務/負債, 借款人現明確確認及承諾任何根據借款人簽署及附於本協議的收取/處理貸款款項確認及指示書的付款將被不可推翻地視為借款根據本協議及其他相關文件支付而借款人已妥當收取的貸款。
8. The Borrower represents and warrants to the Lender that:-
借款人向貸款人聲明及保證:-
(a) the Borrower has the power to enter into and perform this Agreement;
借款人有訂立及履行本協議的能力;
(b) this Agreement constitutes the Borrower's legal, valid and binding obligations enforceable in accordance with its terms;
本協議構成對借款人可強制執行及根據其條款為合法、有效和有約束力的責任;
(c) the entry into and performance by the Borrower of this Agreement do not and will not conflict with any document which is binding on the Borrower or any asset of the Borrower, and
簽定及履行本協議不會對借款人就其任何資產或其已簽定具有約束力的任何文件發生衝突,和
(d) no litigation, arbitration or administrative proceedings are current or, to the Borrower's knowledge, pending or threatened, which might, if adversely determined, have a material adverse effect on the business or financial condition of the Borrower or the ability of the Borrower to perform his/her obligations under this Agreement
就借款人所知, 並無對借款人或借款人的能力、業務或財務狀況可能造成重大不利而影響履行本協議下他/她的責任的重大訴訟、仲裁或行政程序尚未了結或處於正被威脅進行中。
9. The Borrower undertakes that so long as any amount is or may be outstanding under this Agreement, the Borrower shall:-
借款人承諾, 只要任何金額按本協議下尚未清還, 借款人應:-
(a) promptly upon becoming aware of it, notify the Lender of any event or thing which would be likely to materially adversely affect the ability of the Borrower to perform his/her obligations under this Agreement,
當獲悉任何可能對借款人在履行本協議的能力或可能有重大和不利影響的事件或情況發生, 即時通知貸款人該事件或情況,和
(b) procure that the Borrower's obligations under this Agreement do and will rank at least pari passu with all his/her other present and future unsecured obligation, except for those mandatorily preferred by **For and on behalf of**
促使借款人在本協議下的責任與現有及未來對其公司第三方的無抵押負債的債務, 除卻法律強制規定優先外, 將享有至少同等地位。


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(c) remain the sole beneficial owner of the Property and shall not encumber or enter into any agreement to so encumber Property or any part thereof.

保持為該物業唯一實益擁有人的權益，並不抵押、按揭、或對其業權造成負擔或簽訂任何協議作上述事宜。

10 The Borrower hereby covenants represents and warrants to the Lender that:-

借款人向貸款人承諾陳述及保證：-

(a) The Borrower is not in breach of or in default under any agreement to which he is a party or which is binding on his or any of his assets in an extent or in a manner which might have an adverse effect on his financial conditions;

借款人沒有違反或不遵從任何牽涉借款人的任何資產或財產的協議或合約而有可能造成對借款人的財務狀況不利的影響；

(b) The Borrower has full power to enter into and perform his obligations under this Agreement and the relative security documents (if any) and incur the liability and indebtedness hereby contemplated.

借款人有權簽署及訂立本協議及相關擔保文件（如有）並履行或根據本協議的責任亦有權招致本協議所預期的責任及債務。

(c) Execution of this Agreement and the relative security documents do not and will not constitute an Event of Default or breach of any existing law or regulation or of the terms of any charge, contract, undertaking or restrictions binding on him;

借款人簽署及訂立本協議不違及不會構成借款人違反任何現存的條例或法規或合約條款之限制情況；

(d) No litigation, arbitration or proceeding is taking place, pending, or to his knowledge, threatened against him or any of his assets which may have an adverse effect on his financial condition;

沒有任何針對借款人或借款人的資產的訴訟、仲裁或其他法律程序正在進行中，待決或遭威脅將會展開或進行而影響借款人的經濟狀況；

(e) He has fully and frankly disclosed all his financial information and warrants and declares that the written information supplied by him to the Lender is true, complete and accurate in all aspects, and he is not aware of any facts or circumstances that have not been disclosed to the Lender and which might, if disclosed, adversely affect the decision of a person considering whether or not to provide the loan to the Borrower.

借款人已完全及坦率地透露自己的經濟狀況資料並聲明及保證所提供給貸款人的書面資料在各方面為真實、完整和準確。借款人不知悉任何未透露予貸款人而可能影響貸款人是否審批此貸款的決定之事實或情形。

11 Notwithstanding anything herein, the Borrower shall repay the entire balance of the Loan plus interest thereon as provided hereinafter as well as before Judgment upon the occurrence of any one or more of the following events ("Event of Default"), any outstanding balance of all monies payable under this Loan Agreement shall become immediately due and payable by the Borrower and the Lender is entitled to (whether demanded or not) recover from the Borrower all costs and expenses (including but not limited to legal costs on a full indemnity basis) incurred therefrom:-

倘若下列任何一項事故（“違約事項”）發生，此貸款協議規定應付款項之未付餘額及利息及借款人必須立即全數清還及貸款人可向借款人收取一切因此而引致的有關成本及費用（包括但不限於律師費以彌償基礎計算）：

(a) The Borrower fails to pay any money or interest or other expenses payable by it/him/her/they under this Agreement when it falls due;

如借款人於到期日仍未依照本協議支付款項或利息或其他費用；

(b) The Borrower commences any act of bankruptcy proceedings or the assets or any part thereof of the Borrower is taken over by a receiver or the Borrower convenes a meeting for the purpose of making any arrangement or composition for the benefits of its/his/her/their creditors;

如借款人開始任何破產行為或借款人之財產或其部份已被接管或借款人召開任何會議為與其債權人進行任何安排或債務重組協議；

(c) Death of the Borrower or surety or guarantor;

借款人、保證人或擔保人死亡；

(d) If any of the representation, warranty, undertaking or statement made by the Borrower in respect of this Agreement, or any security document is not complied with or is found to have been incorrect in any respect.

如借款人違反本協議或其他保證文件的任何陳述、保證、承諾或聲明；或被發現有任何地方失準；

(e) Any other situation or happening which in the opinion of the Lender may affect the ability of the Borrower or surety or guarantor to perform his obligations hereunder;

如發生任何情況或事故令貸款人認為借款人、保證人或擔保人履行合約責任的能力受到影響；

(f) Any default, breach, non-compliance or non-observance of any of the provisions of this Agreement and/or the relative security document(s) by the Borrower or surety or guarantor;

如借款人、保證人或擔保人疏忽履行、違反、不遵守或不履行本協議及/或相關保證文件內之任何條款；

(g) Legal proceedings are or are to be commenced against the Borrower or the surety or guarantor for recovery of any monies under any agreement or otherwise or under any bankruptcy legislation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of the Borrower or surety or guarantor or of any or all of his revenues and assets;

如有根據任何協議或其他方面或破產法例向借款人、保證人或擔保人追討欠款的法律程序正在或即將展開，或申請對借款人、保證人或擔保人的任何財產或收入委任接管人、管理人、行政接管人、受托人或是類似人員的法律程序正在或即將展開；

(h) Legal proceedings are or are to be commenced which may directly or indirectly affect the beneficial interest or title of the Property held by the Borrower; or

如有任何針對或可能直接地或間接地影響借款人對於該物業的權益的訴訟或其他法律程序正在或即將展開；或

(i) Any party to the security documents repudiates any security document or does or cause to be done any act or thing evidencing an intention to repudiate any security document

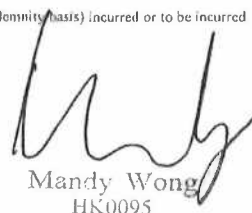
如有任何抵押文件中的任何一方拒絕履行任何抵押文件，或作出或導致任何行為或事情顯示拒絕履行任何抵押文件的意圖。

12 Following any default or breach of any term or condition of this Agreement, and notwithstanding any provision herein, the Lender shall be entitled to (without being obliged to give prior written notice) collect all outstanding principal and interests thereon payable under the Agreement and/or to retain solicitors to commence a legal action for recovery thereof. In that event, the Borrower should bear and indemnify the Lender against all costs and expenses incurred by including but not limited to solicitors arising from the above-said action (on full indemnity basis)

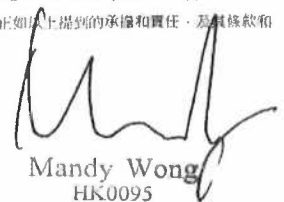
如欠款或任何違反事項的情況發生，即使有任何其他條文，貸款人有權（沒有責任給予預先書面通知）追收所欠之本金餘款及本協議列明的利息以及/或委託包括但不限於律師採取法律行動追討有關全部款項。在此情況下，借款人必須負責上及彌償貸款人包括但不限於因委託律師所產生的所有成本及費用（以彌償基礎計算）。

13 The Borrower shall indemnify and keep indemnified the Lender in full against all reasonable costs and expenses (including but not limited to legal costs on a full indemnity basis) incurred or to be incurred by it in connection with the enforcement of, or the preservation of any rights under, this Agreement

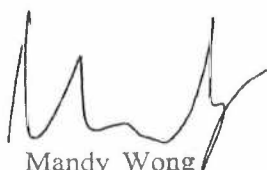
借款人應賠償並保持彌償貸款人按本協議所執行或因保護其權益而產生的一切合理的法律款項及費用（包括但不限於以彌償基礎計算的訟費）。


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14. The Borrower shall by written notice inform the Lender of any change to the information provided in the loan application form in respect of the Loan within one month of the change. Without limiting the generality, if at any time before the Loan is advanced, the Borrower has directly or indirectly created or intended to create any incumbrances (such as further charge(s) pledge(s) on any of the property in which he has interest) which presently have effect or are to take effect before a lapse of one month after the Date of Advance, or if the Borrower has applied for any other loan(s) or credit facilities since he/she made the application for the Loan, he/she must forthwith inform the Lender to arrange for a cancellation of this Agreement.
借款人應在一個月內以書面通知任何其在貸款申請表所提供的資料變動。在不影響條文的一般約束下，如果在借貸前任何時候，借款人已直接或間接致使或擬使其具有權益的物業即時或於放款日期後一個月內負上任何產權負擔（如進一步提供押記或質押），或者如果借款人申請本貸款後再申請任何其他貸款或信貸融資，他/她必須立即通知貸款人安排取消本協議。
15. Any partial payment, waiver, postponement, time, indulgence or compromise in respect of any instalment or interest payment is made without prejudice to the rights of the Lender under this Agreement. Delay in the exercise or the non-exercise of any right is not a waiver of that right or any other rights.
就任何分期付款或利息支付而接受任何部分還款或給予任何減免、延期、時間、或妥協均不損害貸款人於本協議的權利，延遲行使或不行使任何權利並不代表放棄該權利或任何其他權利。
16. If a provision of this Agreement is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Agreement or the validity or enforceability in other jurisdiction of that or any other provision of this Agreement. The Schedules do form part of this Agreement. The parties hereto confirm that Schedule 12 sets out all the terms and other agreed special terms or conditions in respect of the reward/promotion plan, if any.
如果本協議的條文在任何司法管轄區為或成為非法、無效或不可執行的，即不得影響在其他司法管轄區任何其他本協議的條文的有效性或其他規定的可執行性，本協議的附表構成本協議的一部分。各方於此確認，貸款人向借款人提供的獎勵/促銷計劃（如有），所有的其他任何的特別條款或條件將列明於附表 12。
17. This Agreement shall be binding on the estate of the Borrower and on his personal representatives.
本協議對借款人之遺產及遺產代理人均有約束力。
18. This Agreement was negotiated and completed between the Borrower and the Lender at UNIT 202, 2/F., KWONG FAT HONG BUILDING, NO. 1 RUMSEY STREET, SHEUNG WAN, HONG KONG.
本協議由借款人與貸款人於香港上環林士街 1 號廣發行大廈 2 樓 202 室洽商及完成。
19. This Agreement shall not be amended, supplemented or modified except by written instrument signed by the parties hereto.
本協議不得受任何修訂、補充或修改除非以雙方簽署的書面文件。
20. (a) The Borrower shall not be entitled to assign or transfer all or any of his rights, benefits, obligations and liabilities thereunder.
借款人不得將借款人在本協議內的權利、利益或義務轉讓他人。
(b) The Lender may at any time and without requiring the consent of the Borrower assign or transfer all or any of its rights, benefits, and obligations hereunder and the Borrower hereunder agree to execute such documents and do all such acts and things as the Lender may require to give full effect to such assignments or transfers.
貸款人可隨時未經借款人之同意轉讓其在本協議下所有或部分的權利、利益及義務予任何人，而借款人同意簽署所有有關文件及/或為必要行為以便貸款人完成該轉讓。
21. In this Agreement where the singular is used, it shall be taken to include the plural where applicable, and vice versa and words importing any gender shall include any other gender and the neuter. When the Borrower shall consist of more than one person, the obligations of the Borrower shall be joint and several.
本協議中所用任何單數時，複數亦視為適用，同樣用複數時，單數亦視為適用，及意指性別之詞語應包括另一性別及中性涵義，如借款人數多過一位時，借款人每一位均須共同及個別負責此協議的責任。
22. The Borrower authorizes the Lender to supply, furnish or disclose in writing or otherwise such information relating to the Borrower known to the Lender to such persons, corporations, banks or financial institutions (whether in or outside HKSAR) as may be necessary for the purposes of evaluating or reviewing the credit status of the Borrower or for the recovery of any sum due from the Borrower to the Lender under this Agreement or for the enforcement of this Agreement.
借款人授權貸款人以書面或其他方式向有關人士、公司、銀行或金融機構（不論在香港特別行政區境內或境外）提供或披露貸款人所知道的、與借款人有關的資料，以便評估或審查借款人的資信狀況，或向借款人追償本協議規定應支付給貸款人的款項，或強制執行本協議的條款。
23. The Borrower agrees to be bound by the Lender's notice (as amended from time to time) relating to the Personal Data (Privacy) Ordinance and to the use of his/her personal data in the manner specified in such notice. The Borrower hereby acknowledges that a copy of the current version of the notice has been received and read by him/her.
借款人同意貸款人所不時提供有關個人資料（私隱）條例的通知的條文約束，並同意根據該通知指明的方式使用他/她的個人資料。借款人特此確認已收取及閱讀該通知的當前版本的副本。
24. To secure payment of all the sums payable under this Agreement and/or agreed to be paid by the Borrower to the Lender, the Borrower shall execute a charge and/or security document(s) as specified in Schedule 11b on the property described in Schedule 11a in favour of the Lender. The charge and/or security documents to be created pursuant to this Agreement shall be in the format as prescribed by the Lender (which is available for inspection at the request of the Borrower during office hours of the Lender) and shall be prepared by the solicitors nominated/approved by the Lender. The terms and conditions of the said charge and/or security documents shall be deemed to be incorporated herein and to form part hereof. Upon request by the Lender, the Borrower shall take out proper insurance on the said property against fire and damages at the Borrower's expenses, naming the Lender as the beneficiary, from such an insurer and on such reasonable terms as may be agreed by the Lender. Upon full repayment of the Loan, the Borrower shall redeem the said property and be responsible for the legal expenses reasonably incurred by the Lender in preparing for the release/discharge of the said charge and/or security document(s). If the Borrower fails to redeem the said property within 30 days after the Loan is fully repaid, the Borrower shall pay the Lender the charges for keeping the charge, security document(s) and/or any title deeds/documents at the rate of HK\$1,200 per annum (a period less than one year will be regarded as one year for the purpose of this Clause) or such other rate as may from time to time be revised by the Lender.
為了保證借款人向貸款人償還所有本協議和/或同意支付的款項，借款人須就附表 11a 所列明的物業簽定附表 11b 所指明的押記或保證文件予貸款人，有關的押記或保證文件的格式由貸款人指定（其文本可在借款人要求下於貸款人的工作時間內供借款人查閱），並須由貸款人指定/准許的律師擬備。此等文件的條款及條件應被視為已被併入本協議並構成本協議的一部分。如貸款人作出要求，借款人須就上述物業有關火險和損害賠償向貸款人所同意的保險公司及按貸款人所同意的保險條款購買適當的保險，並於該保單命名貸款人為受益人。於悉數償還貸款後，借款人應贖回上述物業及負責支付貸款人因釋放或解除有關押記或保證文件的合理法律費用。如果借款人未能在該貸款已全部償還後 30 天內贖回上述物業，借款人須支付貸款人倉存任何業權契據文件的費用，以每年 1,200 元計算（就本條文而言，少於一年將被視為一年時間計算費用）或其他不時由貸款人修訂的收費率計算。
25. The Borrower acknowledges that he has been advised by the Lender to seek separate and / or independent legal advice from solicitors of his choice to ensure that he understands the terms and conditions contained in this Agreement and in such charge and/or security document(s) as mentioned above and the commitment and the full consequences of creating the charge and/or security document(s).
借款人進一步確認，借款人已被告知他/她應選擇只代表借款人的律師尋求獨立法律意見，以確保他/她能理解本協議中包含在這些押記及/或保證文件正如其上提到的承擔和責任，及其條款和條件的全部後果。


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26. All notices or other communications under or in connection with this Agreement shall be given in writing. Any written notice will be deemed to have been given when delivered (if sent by hand) or 2 days after the posting of the notice by ordinary post (if sent by post). In each case to the address of the recipient stated in this Agreement. However, notice received on a non-working day or after business hours will only be deemed to be given on the next working day.
本協議或與其有關的所有通知或其他通訊應以書面形式發出，任何書面通知，以本協議所規定的收件人的地址送達；如果以手遞發送，交付時將被視為送達，如以普通郵遞方式郵寄，則寄發後 2 天被視為送達。然而，在非工作日或辦公時間後收到通知，將僅被視為於下一個工作日送達。
27. Notwithstanding anything to the contrary contained in this Agreement, the Lender reserves the right at its sole and absolute discretion and without cause to cancel or terminate this Agreement at any time. Upon such cancellation or termination, the Loan amount together with all outstanding accrued interest thereon and all other sums payable by the Borrower, if any, shall be due and repaid by the Borrower forthwith.
即便任何本協議的其他條文另作規定，貸款人保留其單獨及絕對的情權，並無須提供原因在任何時候取消或終止本協議。當取消或終止本協議時，貸款金額連同所有未償還應計利息及借款人其他應付的所有款項（如有者）當即時到期，由借款人立即償還。
28. In the event that this Agreement is entered into by two or more persons as "Joint Borrowers" or "Co-Borrowers" the particulars of which are set out in Schedule 5 hereof, all references to "Borrower" in this Agreement shall be deemed to be and construed as reference to "Joint Borrowers" or "Co-Borrowers" (as the case may be) and all obligations and covenants stipulated herein on the part of the "Borrower" shall be deemed to be and construed as joint and several on the part of the "Joint Borrowers" or "Co-Borrowers" (as the case may be). Each Borrower hereby declares and confirms (1) that he/she enters into this Agreement on his/her own accord without any influence from any joint borrower(s) or co-borrower(s) if any, or any other party(ies), (2) that he/she shall seek independent advice from professional financial adviser and legal adviser acting for him/her only (to the exclusion of any joint borrower(s) or co-borrower(s) or the Lender) for advising him/her on his/her own financial affairs debts and legal consequences respectively before entering into the transaction(s) contemplated by this Agreement.
如本協議由兩個或以上的人（其詳情載列於附表 5）作為“共同借款人”或“聯名借款人”簽訂，所有於本協議中所述的“借款人”應被視為和解釋為“共同借款人”或“聯名借款人”，而條文所規定的“借款人”的一切責任或契約均視為和解釋為共同借款人或聯名借款人共同與個別獨自所同意承擔的責任和契約。每位借款人特此聲明及確認（1）他/她訂立本協議對他/她自己所同意負責的責任不受任何聯名借款人或共同借款人或任何其他人士影響，（2）他/她已獲建議在簽定本協議前就預期的交易，他/她自己的財務債務及法律後果尋求只是代表他/她（而並不代表任何聯名借款人或共同借款人或貸款人）的專業財務顧問和法律顧問的獨立意見。
29. The Borrower has read, agreed and understood all the content of this Agreement before signing hereof.
借款人簽署本協議前，已經細閱、明白及同意本協議內所有的內容。
30. This Agreement shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region and the Borrower submits to the non-exclusive jurisdiction of the courts of the Hong Kong Special Administrative Region.
本協議按照香港特別行政區法例的法律釋義，借款人願受香港特別行政區法院的司法管轄權管轄。
31. It is hereby declared that this Agreement is negotiated and completed at the address set out in Schedule 3.
本協議之洽商地點及完成地點載於附表 3 的地址。
32. If default is made in the payment upon the due date of any sum payable to the Lender under this Agreement, whether in respect of principal or interest, the Lender shall be entitled to charge the Default Interest Rate specified in Schedule 10(d) on that sum from the date of the default until the sum is paid at the interest rate set out in the Schedule 10 hereto (before and after the date of judgment in any legal proceedings instituted by the Lender for recovering any or whole of the Loan), and any interest so charged shall not be reckoned for the purpose of Money Lenders Ordinance as part of the interest charged in respect of the Loan. Upon happening of such event, the Lender will be entitled to declare termination of this Agreement (without being obliged to give prior written notice) and call for immediate repayment of Loan, interest and other sums covenanted under this Agreement.
如根據本貸款協議須向貸款人支付的款項，不論是本金或是利息，到期而有所拖欠，則貸款人有權就該筆款項收取單利，由拖欠日起計至該筆款項付清為止，利息以按照附表 10(d)所指明的逾期利率計算（不論貸款人已向借款人提出訴訟追討全部或任何部分的欠款或已獲得法庭頒令）；如此收取的利息，於放債人條例中不得視為是就貸款而收取的利息的一部份。發生此事項，貸款人有權通知借款人終止此協議（但沒有責任給予預先書面通知）並要求立即償還貸款、利息及其他根據本協議承諾支付的其他款項。
33. Any appendix attachment schedule herein/hereto attached combined shall form the integral part of this Agreement.
本協議所夾附的附表附件為本協議不可或缺的內容一部份。
34. This Agreement is written in English with Chinese translation. The Chinese translation is for reference purpose only. The English version shall prevail in case of ambiguity or conflict.
此協議以英文寫成並附有中文譯本，中文譯本僅作參考之用，如有衝突不消，以英文為準。
35. The provisions of the Contracts (Rights of Third Parties) Ordinance (Cap. 623) of the Laws of Hong Kong are hereby expressly excluded from this Agreement and for the avoidance of doubt no person other than the parties to this Agreement shall be entitled to enforce any term of this Agreement or of any provision contained herein.
此協議明確排除香港法例《合約（第三者權利）條例》之應用，為免生疑問，任何人士如非此協議一方將不可藉香港法例第 623 章《合約（第三者權利）條例》取得強制執行或享有此協議中任何條款利益的權利，換言之，除了借款人及放債人外，任何人均沒有強制執行此協議的權利。
36. The Borrower declares and confirms that prior to entering into this Loan Agreement, the Lender has made enquiry with the Borrower as to whether he/she/they has/have entered into or signed any agreement ("the third party agreement") with any person ("third party") for or in relation to the procuring, negotiation, obtaining or application of the loan, guaranteeing or securing the repayment of the loan (other than an agreement with solicitors instructed by the Borrower for the provision of legal services solely).
借款人聲明及確認在訂立本協議前，貸款人已要求借款人述明他/她/他們有否因促致、洽商、取得或申請該筆貸款，或因為保證該筆貸款的償還，或由於與該等事務有關，而與任何人（下稱“第三方”）達成或簽訂了任何協議（下稱“第三方協議”）（擬借款人與其委任的律師純粹為提供法律服務而達成或簽訂的協議除外）。


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THE MONEY LENDERS ORDINANCE

《放債人條例》

The provisions of the Money Lenders Ordinance summarized below are important for the protection of all the parties to a loan agreement, and should be read carefully. The summary is not part of the law, and reference should be made to the provisions of the Ordinance itself in case of doubt.

以下所列的《放債人條例》條文摘要，對保障訂立貸款協議的各方均至為重要，應小心閱讀，該摘要並非法例的一部分，如有疑問，應參閱《放債人條例》有關條文。

Summary of Part III of the Ordinance—Money lenders transactions

《放債人條例》第 III 部摘要—放債人進行的交易

Section 18 sets out the requirements relating to loans made by a money lender. Every agreement for a loan must be put into writing and signed by the borrower within 7 days of making the agreement and before the money is lent. A copy of the signed note of the agreement must be given to the borrower, with a copy of this summary, at the time of signing. The signed note must contain full details of the loan, including the terms of repayment, the form of security and the rate of interest. An agreement which does not comply with the requirements will be unenforceable, except where a court is satisfied that it would be unjust not to enforce it.

本條例第 18 條列出關於放債人作出貸款的規定，每份貸款協議須以書面訂立，並由借債人於該協議作出後的 7 天內及於該筆款項貸出之前簽署。在簽訂協議時，須將已簽署的一份協議摘要，連同本摘要一份給予借債人，該摘要須載有該宗貸款的詳細細則，包括還款條款、保證形式及利率。不符合上述規定的協議不得予以強制執行，除非法庭信納不強制執行該協議並不公平。

Section 19 provides that a money lender must, if requested in writing and on payment of the prescribed fee for expenses, give the original and a copy of a written statement of a borrower's current position under a loan agreement, including how much has been paid, how much is due or will be due, and the rate of interest. The borrower must endorse on the copy of the statement words to the effect that he has received the original of the written statement and return the copy as so endorsed to the money lender. The money lender must retain the copy of the statement so returned during the continuance of the agreement to which that statement relates. If the money lender does not do so he commits an offence. The money lender must also, upon a request in writing, supply a copy of any document relating to the loan or security. But a request cannot be made more than once per month. Interest is not payable for so long as the money lender, without good reason, fails to comply with any request mentioned in this paragraph.

本條例第 19 條訂定，如借債人提出書面要求及就有關開支而支付證明費用，則放債人須將該借債人在貸款協議下當時的債務情況(包括已還款項、到期或即將到期的款項及利率)的結算書正本及副本一份給予借債人，借債人須在該結算書的副本上簽註文字，表示已經收到該結算書的正本，並將經如此簽註的該結算書副本交回該放債人。放債人則須在與該結算書有關的協議持續期間保留該份已交回的結算書副本，如放債人不照辦，即屬犯罪。如借債人提出書面要求，放債人亦須供給與該宗貸款有關或與保證有關的任何文件的副本，但上述要求，不得在一個月內提出超過一次。放債人如無充分理由而沒有遵照本段所述的要求辦理，則不得收取在該等要求沒有照辦期間的利息。

Section 20 provides that the surety, unless he is also the borrower, must within 7 days of making the agreement be given a copy of the signed note of the agreement, a copy of the security instrument (if any) and a statement with details of the total amount payable. The money lender must also give the surety, upon request in writing at any time (but not more than once per month) a signed statement showing details of the total sum paid and remaining to be paid. The security is not enforceable for so long as the money lender, without good reason, fails to comply.

本條例第 20 條訂定，除非保證人亦是借債人，否則須在協議作出後的 7 天內，給予保證人一份已簽署的協議摘要、一份保證文書(如有的話)及詳列須支付款項總額的結算書，如保證人在任何時間提出書面要求(不得在一個月內超過一次)，放債人須給予他一份已簽署並詳列已支付款項總額及尚欠款項總額的結算書，放債人如無充分理由而沒有遵照辦理，則不得在該項要求沒有照辦期內強制執行該項保證。

Section 21 provides that a borrower may at any time, on giving written notice, repay a loan together with interest to the date of repayment, and no higher rate of interest may be charged for early repayment. This provision, however, will not apply where the money lender is recognized, or is a member of an association recognized, by the Financial Secretary by notice in the Gazette in force under section 33A(4) of the Ordinance.

本條例第 21 條訂定，借債人以書面通知後，可隨時將貸款及計算至還款日期為止的利息償還，放債人不得因借債人提早還款而徵收較高利率。

放債人如是財政司根據《放債人條例》第 33A(4)條以憲報公告認可的放債人或認可的社團的成員，則上述條文不適用。

Section 22 states that a loan agreement is illegal if it provides for the payment of compound interest, or provides that a loan may not be repaid by instalments. A loan agreement is also illegal if it charges a higher rate of interest on amounts due but not paid, although it may provide for charging simple interest on that part of the principal and interest outstanding at a rate not exceeding the rate payable apart from any default. The illegal agreement may, however, be declared legal in whole or in part by a court if the court is satisfied that it would be unjust if the agreement were illegal because it did not comply with this section.

本條例第 22 條述明，任何貸款協議如訂定須支付複利或訂定不准以分期方式償還貸款，均屬非法。此外，任何貸款協議如訂定到期而未支付的款項須收取較高利率，亦屬非法，但該協議可訂定，未償還的本金部分及利息須收取單利，但利率不得超過在沒有拖欠的情況下須支付的利率；但如法庭信納，該協議如因不符合本條規定而成為非法並不公平，則可宣布該份非法協議全部或部分合法。

Section 23 declares that a loan agreement with a money lender and any security given for the loan will not be enforceable if the money lender was unlicensed at the time of making the agreement or taking the security. The loan agreement or security may, however, be declared enforceable in whole or in part by a court if the court is satisfied that it would be unjust if the agreement or security were unenforceable by virtue of this section.

本條例第 23 條述明，如放債人在訂立貸款協議時或接受貸款保證時並未領有牌照，則與該放債人訂立的貸款協議及給予他的保證不得強制執行；但如法庭信納，該協議或保證如因本條規定而不能強制執行並不公平，則可宣布該協議或保證的全部或部分可予強制執行。

Summary of Part IV of the Ordinance—Excessive interest rates

《放債人條例》第 IV 部摘要—過高利率

Section 24 fixes the maximum effective rate of interest on any loan at 48% per annum (the "effective rate" is to be calculated in accordance with the Second Schedule to the Ordinance). A loan agreement providing for a higher effective rate will be unenforceable and the lender will be liable to prosecution. This maximum rate may be changed by the Legislative Council but not so as to affect existing agreements. The section does not apply to any loan made to a company which has a paid up share capital of not less than \$1000000 or, in respect of any such loan, to any person who makes that loan.

本條例第 24 條釐定任何貸款的最高實際利率為年息 48%("實際利率"須按照本條例附表 2 計算)任何貸款協議如訂定更高的實際利率，則不得強制執行，而放債人亦可被檢控。此最高利率可由立法會予以變更，但已存在的協議則不受影響。對於向繳足股本不少於 \$1000000 的公司作出的貸款或作出如此貸款的人，本條並不適用。

Section 25 provides that where court proceedings are taken to enforce a loan agreement or security for a loan or where a borrower or surety himself applies to a court for relief, the court may look at the terms of the agreement to see whether the terms are grossly unfair or exorbitant (an effective rate of interest exceeding 36% per annum or such other rate as is fixed by the Legislative Council, may be presumed, on that ground alone, to be exorbitant), and, taking into account all the circumstances, it may alter the terms of the agreement in such a manner as to be fair to all parties. The section does not apply to any loan made to a company which has a paid up share capital of not less than \$1000000 or, in respect of any such loan, to any person who makes that loan.

本條例第 25 條訂定，在強制執行貸款協議或強制執行貸款保證的法庭法律程序中，或在借債人本人或保證人本人向法庭申請協助時，法庭可查察該協議的條款，以視該等條款是否極不公平或利率過高(實際利率如超過年息 36%或立法會所訂的其他利率，即可單憑該理由而推定該利率過高)，而法庭在顧及所有情況後，可將該協議的條款更改，使其對協議各方均公平。對於向繳足股本不少於 \$1000000 的公司作出的貸款或作出如此貸款的人，本條並不適用。

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Repayment Schedule
還款過程表

Loan Agreement No./貸款協議號碼:	X8HK-20240927-001M
Principal amount of the Loan/貸款總額:	HK\$100,000,000.00
Interest rate:	
(a) For Initial Stage Instalment (1st to 2nd): 首段分期(第1至2期)	31%
(b) For the subsequent Monthly Instalment: 其後每期	21%
(c) Effective Interest Rate: 平均實際年利率	22.83%
Terms/期數:	12
First Installment date/首次到期日:	07/11/2024
Instalments/分期付款:-	
First Instalment/首次分期付款金額:	HK\$2,583,334.00
Second Instalment/第二期分期付款金額:	HK\$2,583,334.00
Subsequent Monthly Instalments/其後每月分期付款金額:	HK\$1,750,000.00
Last Instalment/最後分期付款金額:	HK\$101,750,000.00
Total Interest/利息總計:	HK\$22,666,668.00
Total Principal and Interest/本息總計:	HK\$122,666,668.00

*(If the specified number of days as public holidays deduction will be extended to non-holiday day for automatic debit transfer)
*(若指定扣數日為公眾假期將順延至非假期日作自動轉賬扣數)

Terms 期數	Repayment Date 到期日	Repayment amount 應付款項	Principal 本金	Interest 利息	Outstanding Principal 未償本金
1	07/11/2024	HK\$2,583,334.00	HK\$0.00	HK\$2,583,334.00	HK\$100,000,000.00
2	07/12/2024	HK\$2,583,334.00	HK\$0.00	HK\$2,583,334.00	HK\$100,000,000.00
3	07/01/2025	HK\$1,750,000.00	HK\$0.00	HK\$1,750,000.00	HK\$100,000,000.00
4	07/02/2025	HK\$1,750,000.00	HK\$0.00	HK\$1,750,000.00	HK\$100,000,000.00
5	07/03/2025	HK\$1,750,000.00	HK\$0.00	HK\$1,750,000.00	HK\$100,000,000.00
6	07/04/2025	HK\$1,750,000.00	HK\$0.00	HK\$1,750,000.00	HK\$100,000,000.00
7	07/05/2025	HK\$1,750,000.00	HK\$0.00	HK\$1,750,000.00	HK\$100,000,000.00
8	07/06/2025	HK\$1,750,000.00	HK\$0.00	HK\$1,750,000.00	HK\$100,000,000.00
9	07/07/2025	HK\$1,750,000.00	HK\$0.00	HK\$1,750,000.00	HK\$100,000,000.00
10	07/08/2025	HK\$1,750,000.00	HK\$0.00	HK\$1,750,000.00	HK\$100,000,000.00
11	07/09/2025	HK\$1,750,000.00	HK\$0.00	HK\$1,750,000.00	HK\$100,000,000.00
12	07/10/2025	HK\$101,750,000.00	HK\$100,000,000.00	HK\$1,750,000.00	HK\$0.00

Signed by the Borrower
借款人簽署

Signed by the Guarantor
擔保人簽署

Signed by the Lender
貸款人簽署

Declaration 聲明書

I / We, HORN KING LIMITED & HO SHUNG PUN & HO SAI WING, CI No(s). & ID No(s): 0696155 & [REDACTED] & [REDACTED], signed a Loan Agreement with X8 Finance Limited (Agreement No.: X8HK-20240927-001M) with a loan amount of HK\$100,000,000.00 on 7th October 2024.

本人/吾等亨景有限公司及何崇本及何世榮，公司註冊證書號碼及身份證號碼：0696155 & [REDACTED] & [REDACTED]，於 2024 年 10 月 7 日與 X8 Finance Limited 訂立一份貸款協議（協議號碼：X8HK-20240927-001M），貸款金額為港幣\$100,000,000.00 元正。

I / We hereby make the following declaration in respect of the terms of the Agreement:

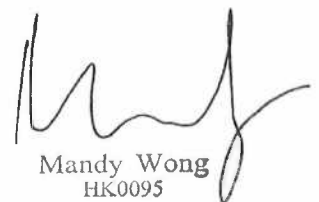
本人/吾等現就上述貸款協議條款，作出以下聲明：-

- 1) I / We understand that if there is any change in the information provided in the Loan Application Form and This Loan Agreement and Memorandum of Agreement (Property Loan), I / we must give X8 Finance Limited a written notice within 1 month after the change. In breach of this provision, X8 Finance Limited has the right to cancel / terminate the loan agreement immediately, and I / we am/are obligated to repay all the debts promptly;
本人/吾等清楚明白在貸款申請表及此貸款協議及協議備忘錄（物業貸款）所提供的資料如有任何變動，必須於變更後的 1 個月內，以書面形式通知 X8 Finance Limited 以作更新，如本人/吾等違反本條款 X8 Finance Limited 有權即時取消/終止貸款協議，本人/吾等有責任即時清還所有債項；
- 2) I / We confirm that I / we will not undertake any form of personal security or will not be a co-borrower to any bank or financial institution. X8 Finance Limited has the right to cancel / terminate the loan agreement immediately, and I / we am/are obligated to repay all the debts promptly;
本人/吾等確認將不會向任何銀行或財務機構作任何形式的私人抵押或擔保或聯名借款人，否則 X8 Finance Limited 有權即時取消/終止貸款協議，本人/吾等有責任即時清還所有債項；
- 3) I / We have never signed a power of attorney for any of the property to deal with the property on my / our behalf. X8 Finance Limited has the right to cancel / terminate the loan agreement immediately, and I / we am/are obligated to repay all the debts promptly;
本人/吾等從未就該物業簽署授權書予任何人代表本人/吾等處理該物業，否則 X8 Finance Limited 有權即時取消/終止貸款協議，本人/吾等有責任即時清還所有債項；
- 4) I / We have not signed any transfer document or interest in third party interests in respect of the sale and purchase agreement or title or interest in the sale of the property. X8 Finance Limited has the right to cancel / terminate the loan agreement immediately, and I / we am/are obligated to repay all the debts promptly;
本人/吾等從沒有簽署任何關於出售該物業之樓宇買賣合約或業權或利益的轉讓文件或涉及第三者利益，否則 X8 Finance Limited 有權即時取消/終止貸款協議，本人/吾等有責任即時清還所有債項；
- 5) I / We understand and confirm that the property and I / we do not involve legal proceedings. X8 Finance Limited has the right to cancel / terminate the loan agreement immediately, and I / we am/are obligated to repay all the debts promptly;
本人/吾等清楚並確認該物業及本人並沒有涉及法律訴訟，否則 X8 Finance Limited 有權即時取消/終止貸款協議，本人/吾等有責任即時清還所有債項；


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- 6) I / We understand that I / we have the right to seek separate and / or independent legal advice on the aforesaid loan. X8 Finance Limited has the right to cancel / terminate the loan agreement immediately, and I / we am/are obligated to repay all the debts promptly;
本人/吾等清楚明白就上述貸款，本人/吾等是有權獨立尋求單獨或獨立法律意見的權利，否則 X8 Finance Limited 有權即時取消/終止貸款協議，本人/吾等有責任即時清還所有債項；
- 7) I / We do not intend to file for bankruptcy or winding up or debt restructuring in my / our current bankruptcy or winding up or debt restructuring and I / we understand that there is no litigation in relation to my / our bankruptcy or winding up or debt restructuring request processing. X8 Finance Limited has the right to cancel / terminate the loan agreement immediately, and I / we am/are obligated to repay all the debts promptly;
本人/吾等現時並非破產或債務重組中，本人/吾等亦沒有意向向申請破產或債務重組，以及據本人/吾等所知現時並無任何有關本人/吾等之破產或債務重組申請的訴訟進行中，否則 X8 Finance Limited 有權即時取消/終止貸款協議，本人/吾等有責任即時清還所有債項；
- 8) I / We acknowledge that before, upon/or after signing the aforesaid loan agreement with X8 Finance Limited, X8 Finance Limited has not procured, negotiated, obtained or applied for the loan, or has secured or guaranteed the repayment of the loan, or to collect, recover, demand or receive any charge, fee, remuneration or consideration (irrespective of the name thereof) to me / us as a result of any such matter;
本人/吾等確認與 X8 Finance Limited 簽訂上述貸款協議之前或以後，X8 Finance Limited 並沒有因促致、洽商、取得或申請該筆貸款，或因擔保或保證該筆貸款的償還，或由於與該等事務有關，向本人/吾等徵收、追討、要求或收受任何費用、收費、報酬或代價（不論其名目為何）；
- 9) I / We have not paid to a third party and will not, in the future, pay to any party for or in relation to the granting of any loan by X8 Finance Limited to me / us whether as to the procuring, negotiation, obtaining application, guaranteeing or securing the repayment of any such loan or any payment in connection with the affairs, collection, recovery, demanding or receipt of any charges, charges, remuneration or consideration (irrespective of the name thereof) to or from me / us;
本人/吾等並沒有向第三方支付而將來亦不會因促致、洽商、取得或申請該筆貸款，或因擔保或保證該筆貸款的償還，或由於與該等事務有關支付任何費用，第三方亦沒有向本人/吾等徵收、追討、要求或收受任何費用、收費、報酬或代價（不論其名目為何）；
- 10) I / We hereby declare to X8 Finance Limited that I / we have entered into or signed agreement with a third party for or in relation to the procuring, negotiation, obtaining or application of the loan or guaranteeing or securing the repayment of the loan. For compliance purpose, the information of the third party is as follows:
本人/吾等已向 X8 Finance Limited 聲明曾與第三方達成或簽訂就促致、洽商、取得或申請該筆貸款，或因擔保或保證該筆貸款的償還，或由於與該等事務有關的第三方協議。為了符合《放債人的額外牌照條件》，第三方的資料如下：
Name 姓名/Company Name 公司名稱：FALCON STRATEGIC HOLDINGS LIMITED
Address 地址：Suite 1603, 16/F, 135 Bonham Strand Trade Centre, 135 Bonham Strand HK
HKID No./BR No./CI No. 香港身份證號碼/商業證記證號碼/公司編號：2695021
I / We now provide a copy of the third party agent to X8 Finance Limited.
本人/吾等現將該第三方協議副本，提供給 X8 Finance Limited。


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- 11) I / We have received a copy of the Loan Agreement, the Repayment Schedule, the Declaration and the signed Loan Agreement and Memorandum of Agreement in accordance with Section 18 (2) of the Money Lenders Ordinance, provided by X8 Finance Limited. A copy of the summaries of the provisions of Part III and Part IV of the Money Lenders Ordinance, together with a total of 13 pages.

本人/吾等已收到由 X8 Finance Limited 提供的貸款協議、還款表、聲明書及按照放債人條例第 18 條(2)款的規定所簽訂的還款協議的副本，而該副本內附有放債人條例第 III 及第 IV 部條文的撮要，合共 134 頁。

I / We hereby confirm that all the information given in the Statement and the Application Form and the Statement before entering into loan agreement is true, complete and correct and bear all criminal liability for the furnishing of false information.

本人/吾等謹確認以上聲明及其申請表、協議陳述書內所填報的所有資料，均屬真確、完備及真實無誤，並承擔一切提供不實資料的刑事責任。

For and on behalf of the Borrower 借款人簽署

Signed by Witness 見證人簽署:

The Borrower: HORN KING LIMITED &
HO SHUNG PUN & HO SAI WING
借款人：亨景有限公司及何崇本及何世榮
CI No(s). 公司註冊證書號碼 & HKID
No(s). 香港身份證號碼: 0696155 &
[REDACTED] & [REDACTED]

Date 日期：07/10/2024

Witness:
見證人： Mandy Wong
HK0095

Date 日期：07/10/2024