

THIS LOAN AGREEMENT is made on this 23<sup>rd</sup> day of August 2024.

BETWEEN

GET NICE FINANCE COMPANY LIMITED 結好財務有限公司 whose registered office is situated at 3/F, Cosco Tower, Grand Millennium Plaza, 183 Queen's Road Central, Hong Kong ("the Lender").

and

HUANG JIEFANG 黃潔芳 (holder of Hong Kong Identity Card No.R757328(5)) of House 12, 90 Repulse Bay Road, Hong Kong ("the Borrower").

WHEREAS

1. The Lender is a licensed money lender carrying on money lending business in Hong Kong.
2. Upon request by the Borrower, the Lender agrees to lend the Principal Sum as hereinafter defined to the Borrower subject to the terms and conditions contained in this Loan Agreement and to be secured by a Mortgage given by the Borrower against the property situated at and known as No. 12 and Car Parking Spaces Nos. P1 and P2 on Ground Floor, "90 Repulse Bay Road", No. 90 Repulse Bay Road, Hong Kong in favour of the Lender.
3. The Borrower agrees to repay to the Lender the Principal Sum together with interest accrued thereon in accordance with the terms and conditions as hereinafter defined.
4. The parties declare and confirm that the interest rate as defined in the Money Lenders Ordinance shall be 12% per annum.

**NOW IT IS HEREBY AGREED as follows:**

1. In this Loan Agreement,
  - (a) "Business Day" shall mean a day (excluding Saturday) on which banks are open for general business in Hong Kong;
  - (b) "Interest Rate" shall mean 12% per annum.
  - (c) "Mortgage" means a first legal charge or mortgage over the Property in the name of the Borrower to be duly executed by the Borrower in favour of the Lender securing the due and punctual payment and discharge of all indebtedness and liabilities owed by the Borrower under this Loan Agreement.
  - (d) "the Principal Sum" shall mean the sum of HONG KONG DOLLARS ONE HUNDRED FIFTY MILLION ONLY (HK\$150,000,000.00); and
  - (e) "the Property" shall mean No. 12 and Car Parking Spaces Nos. P1 and P2 on Ground Floor, "90 Repulse Bay Road", No. 90 Repulse Bay Road, Hong Kong.
2. The Lender agrees to lend and the Borrower agrees to borrow the Principal Sum subject to the terms and conditions of this Loan Agreement.
3. The Borrower agrees with the Lender to: (a) pay to the Lender monthly interest accrued on the Principal Sum at the Interest Rate during the respectively month on the day of drawing of the Principal Sum in each and every calendar month commencing from the month immediately after the drawing of the Principal Sum until full repayment of all Principal Sum; and (b) repay to the Lender the Principal Sum and accrued interest thereon on the first anniversary of the date of drawing of the Principal Sum.
4. The parties declare and confirm that the interest rate as defined in the Money Lenders Ordinance shall be 12% per annum.
5. In consideration of the Lender entering into this Loan Agreement, the Borrower agrees to execute the Mortgage against the Property in favour of the Lender on the even date.

### **Drawing of the Principal Sum**

6. Subject to other terms and conditions of this Loan Agreement, the Lender shall lend the Principal Sum to the Borrower in one lump sum upon receipt of written drawn down notice by the Borrower. The Borrower shall give written notice of drawing within 7 days from the date of this Loan Agreement, otherwise, this Loan Agreement shall be terminated.

### **Payment**

7. All payments to be made by the Borrower to the Lender under this Loan Agreement shall be made without set-off or counterclaim (legal or equitable) and free and clear of and without deduction for any taxes, levies, imposts, duties, charges, fees, deductions, withholdings, restrictions or conditions of any description.

### **Time**

8. Time shall be the essence of this Loan Agreement.

### **Event of Default**

9. If
  - (a) default is made in payment on the due date of any amount payable, including but not limited to interest as per Clause 3, under this Loan Agreement;
  - (b) the Borrower is in breach of any terms, conditions or other obligations under this Loan Agreement or the Mortgage;
  - (c) The Borrower admits her inability to pay or shall become unable to pay her debts generally as they fall due, or become bankrupt or insolvent, or file any petition or action for relief under any bankruptcy, reorganization, insolvency or moratorium law;
  - (d) Proceedings are started for bankruptcy, winding-up, dissolution, or reorganization or for the appointment of a receiver, trustee or similar officer of any or all of the revenues or assets of the Borrower;

- (e) A distress or other execution is levied on or against any substantial part of property of the Borrower and is not discharged within 3 days;
- (f) The Borrower suspends or threaten to suspend her business, operations or, except in the ordinary course of business, sell, lease, transfer or otherwise dispose of all or any substantial part of the assets of the Borrower or any part of assets of the Borrower are seized or appropriated by or on behalf of any governmental or other authority or are compulsorily acquired;
- (g) The Mortgage referred to in Clause 5 above becomes unenforceable in any respect or the Borrower shall let, license, mortgage, charge, assign, dispose of, part with or deal with the Property or any part thereof or enter agreement to do so without prior written consent from the Lender;
- (h) The warranties, representations or undertakings set out in Clause 15 hereinbelow or any part thereof is untrue, inaccurate or incorrect or becomes untrue, inaccurate or incorrect.

the Lender may demand repayment of the Principal Sum together with all interest and other moneys due under this Loan Agreement, whereupon the same shall become immediately due and payable without presentment, demand, protest or any other notice whatsoever.

10. The Borrower shall notify the Lender forthwith in writing of the occurrence of any of the events specified in Clause 9.

#### **Overdue interest**

11. If the Borrower fails to pay any sum of money under this Loan Agreement or any event as referred to in Clause 9 hereinabove occurs, the Lender shall charge interest at the Interest Rate on such sum of money from the date of default until such sum of money is paid.

#### **Early repayment**

12. The Borrower may repay the Principal Sum to the Lender before the maturity day by giving two (2) weeks prior written notice to the Lender and by paying the

balance of interest accrued on the Principal Sum at the Interest Rate from the date of lending the Principal Sum to the date of full repayment provided that the Borrower shall not give such notice specifying the repayment date of the Principal Sum which shall be within 3 months from the date of drawing of the Principal Sum. If the Borrower shall repay all Principal Sum or any part thereto to the Lender within 3 months from the date of drawing of the Principal Sum (other than the payments as set out in Clause 3 hereinabove), the Borrower shall pay an additional sum equal to 1% of the repayment of the Principal Sum or any part thereof.

#### **No Waiver**

13. No failure on the part of any party hereto to exercise, and no delay on its part in exercising any right hereunder shall operate as waiver thereof, nor will any single or partial exercise of any right under this Loan Agreement preclude any other or further exercise of it or the exercises of any other right or prejudice or affect any right against the defaulting party under the same liability, whether joint, several or otherwise. The rights and remedies provided in this Loan Agreement are cumulative and not exclusive of any rights or remedies provided by law.

#### **Severance**

14. The parties agree that in the event of one or more of the provisions of this Loan Agreement being subsequently declared invalid or unenforceable by a Court or other binding authority, such invalidity or unenforceability shall not in any way affect the validity or enforceability of any other provisions.

#### **Warranties, Representations and Undertakings**

15. The Borrower declares, represents, warrants and undertakes to the Lender that:
  - (a) the Borrower has full power, authority and legal right to enter into and engage in the transactions contemplated by this Loan Agreement and the Mortgage to which it is a party and has taken or obtained all necessary corporate and other actions and consents to authorise the execution and performance of this Loan Agreement and the Mortgage;

(b) this Loan Agreement constitutes to which it is a party, when executed and delivered, will constitute its legal, valid and binding obligations in accordance with their respective terms; and

(c) Apart from the Borrower, no other person whether in occupation or not (whether related or otherwise) has any legal or beneficial interest in the Property or any one of them or any part thereof.

### **Interpretation**

16. The headings of this Loan Agreement are inserted for convenience only and shall be ignored in construing this Loan Agreement. Unless the context otherwise requires, references in this Loan Agreement to the singular shall be deemed to include references to the plural and vice versa; references to one gender shall include all genders and references to any person shall include an individual, firm, body corporate or unincorporated.
17. References in this Loan Agreement to clauses are references to clauses of this Loan Agreement and references to sub-clauses and paragraphs are unless otherwise stated, references to sub-clauses and paragraphs of the clause or sub-clause in which the reference appears.
18. References to any statute or statutory provision shall include any statute or statutory provision which amends or replaces or has amended or replaced it and shall include any subordinate legislation made under the relevant statute.
19. This Loan Agreement sets out the entire agreement and understanding between the parties in relation to the transactions hereby contemplated, and supersedes all previous agreements, arrangements and understandings between them with regard to such transactions and neither party is entering into this Loan Agreement or any of the arrangements contemplated hereby in reliance upon any representation or warranty not expressly set out in this Loan Agreement. No variation thereof shall be effective unless made in writing signed by or by the duly authorised representatives of all parties hereto.

### **Law and Jurisdiction**

20. This Loan Agreement shall be governed by and construed in all respects in accordance with the laws of the Hong Kong SAR.
21. Each party hereto irrevocably agrees that the courts of the Hong Kong SAR shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes which may arise out of or in connection with this Loan Agreement and for such purposes each party hereto irrevocably submits to the exclusive jurisdiction of such courts.

### **Notices**

22. Any notice, communication, document, Writ of Summons, Originating Summons or other court documents to be made, delivered or served by one person to another pursuant to this Loan Agreement shall (unless that other person has by five (5) days' written notice to the other specified another address or fax number) be made or delivered to that other person at the authorized address or fax number of that person and shall be deemed to have been made, delivered or served when despatched (in the case of any communication made by fax), or (in the case of any communication made by letter) when left at that address or (as the case may be) two (2) days after being deposited in the post postage prepaid in an envelope addressed to it at that address. Subject to the foregoing, the authorized address, telephone and fax number of each party, for the purpose of this Clause, are as follows:

To the Borrower: House 12, 90 Repulse Bay Road, Hong Kong.

To the Lender: 3/F, Cosco Tower, Grand Millennium Plaza, 183  
Queen's Road Central, Hong Kong.

### **Contracts (Rights of Third Parties) Ordinance**

23. Notwithstanding any other provisions of this Agreement, a person who is not a

party to this Agreement shall not have any right under the Contracts (Rights of Third Parties) Ordinance (Cap.623) to enforce any provisions of this Agreement. For the avoidance of doubt, this provision does not affect any right or remedy of a third party which exists or is available apart from the said Ordinance.

**Others**

24. For the avoidance of doubt, it is acknowledged and declared by the parties that Messrs. Joseph C.T. Lee & Co., Solicitors only represent the Lender in the drafting, preparation and completion of the Loan Agreement, the Mortgage and all other relevant documents for the transaction contemplated hereto notwithstanding that solicitors of Messrs. Joseph C.T. Lee & Co. may witness the execution of the Loan Agreement, the Mortgage and all other relevant documents for the transaction contemplated hereto. The Borrower has been advised that she should seek independent legal advice prior to the execution of the Loan Agreement, the Mortgage and all other relevant documents for the transaction contemplated hereto.
25. The Borrower hereby confirms that before entering into the Loan Agreement, the Lender has given copies of note “To borrow a loan – what you must know” both in Chinese and English versions to the Borrower.
26. The Borrower hereby confirms that before entering into the Loan Agreement, the Lender has asked the Borrower to state whether or not he had entered into or signed any agreement with any person 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).
27. The Borrower hereby confirms that it has not entered into or signed any agreement with any 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 any agreement with solicitors instructed by the Borrower for the provision of legal services solely). The confirmation signed by the Borrower is annexed in the Schedule hereto.

28. The Borrower hereby confirms that before entering into the Loan Agreement, the Lender has given explanation to the Borrower of all terms of the agreement, in particular the terms in relation to repayment, namely:-
- (a) the interest rate expressed as a rate per cent annum and the total amount of interest payable under this Loan Agreement;
  - (b) amounts of repayments, periodically and in total, under the agreement;
  - (c) the possible consequences for any default in repayment, including :-
    - (i) the taking into possession and sale of any security involved (including the property charged, if any); and
    - (ii) any overriding right of money lender to demand an immediate repayment.

The confirmation signed by the Borrower is annexed in the Schedule hereto.

SCHEDULE

Confirmation from HUANG JIEFANG 黃洁芳  
(the Borrower)

To: GET NICE FINANCE COMPANY LIMITED 結好財務有限公司

I, HUANG JIEFANG 黃洁芳 (holder of Hong Kong Identity Card No.R757328(5)) of House 12, 90 Repulse Bay Road, Hong Kong refer to my application to you for a loan and hereby confirm that:

I have not entered into or signed any agreement with any 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 any agreement with solicitors instructed by me for the provision of legal services solely);

Signature: 黃洁芳

Borrower's Name: HUANG JIEFANG 黃洁芳  
holder of Hong Kong Identity Card No.R757328(5)

Date: 23<sup>rd</sup> August 2024

Confirmation of explanation of loan agreement by money lender

I confirm that I have explained to the intending borrower at the time and place set out below all the terms of the following loan agreement, in particular the terms in relation to repayment, namely,

- (a) the interest rate expressed as a rate per cent per annum and the total amount of interest payable under the agreement;
- (b) amounts of repayments, periodically and in total, under the agreement;
- (c) the possible consequences for any default in repayment, including –
  - (i) the taking into possession and sale of any security involved (including the property charged, if any); and
  - (ii) any overriding right of the money lender to demand an immediate repayment.

Loan agreement / Contract no. / Reference No.	GNF(H)0484
Name of Intending Borrower	HUANG JIEFANG 黃洁芳
Date of explanation	23 <sup>rd</sup> August 2024
Time	10.00 a.m.
Venue	3 <sup>rd</sup> Floor, Cosco Tower, Grand Millennium Plaza, 183 Queen's Road Central, Hong Kong

Signature of staff :

  
\_\_\_\_\_

Name of staff :

Kam Eddie Shing Cheuk  
\_\_\_\_\_

Position of staff :

Authorized person  
\_\_\_\_\_

Name of Money Lender :

Get Nice Finance Company Limited  
\_\_\_\_\_

Acknowledged by the Borrower

Signature :

  
\_\_\_\_\_

Name of Borrower :

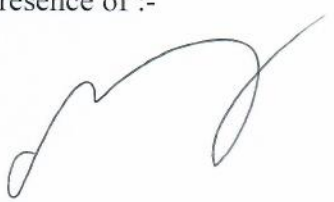
HUANG JIEFANG 黃洁芳  
\_\_\_\_\_

Date :

23<sup>rd</sup> August 2024  
\_\_\_\_\_

SIGNED by the Borrower, )  
HUANG JIEFANG 黃洁芳 )  
(holder of Hong Kong Identity Card )  
No.R757328(5)) )  
in the presence of :- )

黃洁芳



YEUNG WAI NIN  
Solicitor, Hong Kong SAR  
Joseph C.T. Lee & Co.

SIGNED by Hung Hon Man )  
for and on behalf of the Lender )  
in the presence of :- )

for and on behalf of  
結好財務有限公司  
GET NICE FINANCE CO. LTD

Hung Hon Man  
Authorized Signature(s)



YEUNG WAI NIN  
Solicitor, Hong Kong SAR  
Joseph C.T. Lee & Co.