

Loan Agreement No.: OWPL-2023-110004M-RC-02

THIS LOAN AGREEMENT is made on 08th November, 2024.

本貸款協議於 2024 年 11 月 08 日簽訂。

BETWEEN

雙方當事人

- (1) The Borrower whose name, address or registered office and description are set out in the First Schedule hereto ("the Borrower") and
借款人的姓名、住址／註冊辦公室在附表一中詳細列明（“借款人”）及
- (2) The Lender whose name, address or registered office and description are set out in the First Schedule hereto ("the Lender").
出借人的姓名、住址／註冊辦公室在附表一中詳細列明（“出借人”）。

WHEREAS 鑑於

- (a) The Lender is Money Lenders licensed under the Money Lenders Ordinance Cap. 163 of the laws of Hong Kong ("Money Lenders Ordinance").
出借人是香港法例第 163 章《放債人條例》（“放債人條例”）下合資格的有牌照的放債人。
- (b) The Borrower is the registered and sole beneficial owners of the Property ("the Mortgaged Property") described in the Second Schedule hereto.
借款人是附表二所述物業（“該物業”）的登記及唯一實益擁有人。
- (c) The Borrower applied to the Lender for the grant of a Loan of **HK\$5,500,000.00**.
借款人向出借人申請的貸款數額為港幣伍佰伍拾萬元整。
- (d) The Lender agrees to grant the Loan to the Borrower subject to the terms and conditions hereinafter mentioned.
在下述條款的約束下，出借人同意借給借款人該筆數額的貸款。

WHEREBY IT IS AGREED as follows:

協議條款如下：

The Lender shall grant the Loan to the Borrower on the following terms and conditions:

出借人將按如下條款向借款人發放貸款：

- (1) The Loan 貸款
The amount is more particularly described in the First Schedule hereto.
貸款數額將在附表一中詳細列明。
- (2) The Term 細則
The terms of the Loan are more particularly described in the First Schedule hereto.
貸款細則將在附表一中詳細列明。
- (3) Repayment of the Principal and Interest 本金及利息的償還
The principal of the Loan (the "Principal") with interest shall be repaid by the Borrower to the Lender without deduction on the date set out in the First Schedule hereto. Notwithstanding any terms conditions and provisions herein contained, the borrower hereby covenants with the lender that the borrower will on demand, by notice in writing of the lender made to the borrower with immediate repayment of the principal loan amount and interest thereon and to enforce the security.
借款人應該按照附表一所述之日期足額償還貸款的本金部分（“本金”）及利息。不論本協議中包含的任何條款和條件，借款人特此與出借人承諾，借款人在收到出借人向借款人發出的書面通知後，會立即償還貸款本金和相關利息，並同意由出借人強制執行本協議中的抵押品。
- (4) The Interest 利息
The interest rate which is more particularly described in the First Schedule hereto (the "Interest") on the Principal payable by the Borrower to the Lenders in the manner set out in the First Schedule.
根據附表一所述於本金的利率（“利息”），應由借款人按附表一所述之方式向出借人支付。

(5) Fire Insurance 火險

The Mortgaged Property shall be insured against fire risks with an insurance company approved by the Lender. The relative insurance policy shall denote the interest of the Lender as mortgagee and the premium shall be borne by the Borrower and paid through the Lender direct. The premium receipt (if the same are paid by the Borrower direct) and the insurance policy shall be delivered to the Lender within seven working days after the loan drawdown date.

作為抵押品之物業需要受到由出借人認可的保險公司承保的火險保障，並需注明出借人為按揭人，而借款人需負責有關保險費用，費用可直接或經出借人交付給保險公司。保險證書及保費收據需於借款日後7個工作天內提供給出借人，以茲證明。

(6) Title of Mortgaged Property 按揭物業之業權

Solicitor of the Lender confirmed that the Mortgaged Property is free from encumbrance and the Mortgagor has good title on the Mortgaged Property.

出借人之代表律師確認按揭物業無產權負擔以及按揭人於該物業有良好業權。

(7) Events of Default 違約事件

The Borrower agrees and acknowledges that the Lender shall have a right to demand immediate repayment by the Borrower and the interest thereon and to enforce the Security in any of the following events ("Events of Default"):- 借款人知曉且同意出借人在下列情況發生時（“違約事件”）有權要求借款人立即償還貸款與利息以及執行抵押品：

- (a) the non-payment when due of the Loan, interest, fees or any other amounts due hereunder; or
貸款，利息，費用等款項到期未支付的；或
- (b) any petition or order for bankruptcy against the Borrower; or
借款人有任何破產申請或命令；或
- (c) if any of the representation, warranty, undertaking or statement made by the Borrower, or any related security document is not complied with or is found to have been incorrect in any respect; or
借款人在本協議或任何相關抵押文件中所作出的任何申述，承諾，保證或陳述並未實現或被發現有任何不真實時；或
- (d) any other situation which in the opinion of the Lender may affect the ability of the Borrower to perform his obligations hereunder; or
任何出借人認為可能改變借款人履行本協議的責任的能力的情況；或
- (e) any default, breach, non-compliance or non-observance of any of the provisions of this Loan Agreement, and/or the related security documents; or
任何拖欠，違反，違背承諾，不遵守本協議及／或相關抵押文件條款的行為；或
- (f) any of the provisions of this Loan Agreement or the related security documents having been defaulted or rendered unlawful, unenforceable or jeopardized in its force, effect or validity in any way; or
任何使本協議或相關抵押文件的條款被認為沒有遵守或不合法，不能執行或危及其效力的行為；或
- (g) any party to the security document fails duly to perform or comply in any respect which is, in the opinion of the Lender, material, with any obligations expressed to be assumed by it in the related security documents and such failure is not remedied after the Lender has given notice thereof; or
出借人認為抵押文件中的任何一方實質上未能履行或完成其於相關抵押文件項下的責任，而在出借人發出通知後，該不履行沒有得到補救；或
- (h) the Borrower is unable to pay his debts as they fall due, commences negotiations with any one or more of his creditors with a view to the general readjustment or rescheduling of his indebtedness or makes a general assignment for the benefit of or a composition with his creditors; or
借款人不能如期償還債務，開始與一名或多名債權人協商重新調整還款方式或重新安排還款時間，或與債權人簽定收益轉讓協議或和解協議；或

- (i) any steps are taken or legal proceedings are started against or by the Borrower under any bankruptcy legislation or for the appointment of a receiver, administrator, administrative receiver, trustee or similar officer of the Borrower or of any or all of his revenues and assets or the Borrower takes any corporate action in relation to any of the above. Provided that it is hereby expressly declared that the above constitutes a non-exhaustive list and that this clause are similar in nature to the proceedings/actions specifically referred therein; or
借款人提出或開始任何有關破產法的行動或法律程序，或與借款人任何有關破產法的行動或法律程序已被啟動，或借款人或其部分或全部相關財產被委派接管人，財產管理人，行政接管人，託管人或相似職責的人，或借款人關於上述採取有關公司行為。上述構成一非詳盡的目錄，而且這條條款應擴大為擴展到任何在司法領域中的任何相類似的程式／行為；或
- (j) Any party to the security document repudiates any security document or does or cause to be done any act or thing evidencing an intention to repudiate any security document.
抵押文件的任何一方拒絕履行抵押文件或已經不履行或作出或令致一些行為及事件表明其有拒絕履行抵押文件的意圖。
- (k) If when the monthly instalment is due and the Borrower fails to make payment, the Lenders can take legal action to recover the instalment payment and interest including default interest at once. The Borrower agrees that if default is made in the payment upon the due date of any sum payable to the Lenders, whether in respect of principal or interest, the Borrower agrees to pay interest on such sum at the default interest rate of **2.9%** per month, from the date of the default until full payment.
若果於每一期到期還款日，借款人尚未還款，出借人可採取法律行動追討借款欠交的本金及利息及違約利息。另此貸款合約規定借款人支付的款項，不論是本金或是利息，而到期拖欠，借款人需就該筆未償還的款項支付利息，違約利息以 **2.9厘** 月息計算，由拖欠日起計至該筆未償還的款項付清為止。
- (l) The Borrower agrees that if the Borrower shall fail to comply with any obligations hereunder, the Lender is entitled to take legal action against the Borrower and all litigation expenditures (on full indemnity basis) and / or the fees of debt recovery agents shall be borne by the Borrower.
若果借款人不履行此合約之任何責任，出借人有權向借款人採取任何法律行動，訴訟之一切費用(按完全彌償基準計算)及/或收數公司的費用，全部由借款人負責。
- (m) If the Lenders shall take legal action against the Borrower for recovery of the principal outstanding and/or interest, the Borrower is obliged to pay the Lenders interest at the said rate of (default interest rate **2.9%** per month) (both after as well as before judgment). For the avoidance of doubt, the Borrower further agrees that such an obligation is an independent obligation and does not merge with or into any judgment obtained by the Lenders.
若出借人向法院/法庭申請要求借款人清還本金及或利息，借款人同意不論是在法院判決之前或以後，借款人要付出借人的金額的利率仍然以違約利率 **2.9厘** 月息計算。為免疑問，借款人更聲明同意上述的利率責任是獨立及並不會與出借人取得的任何法院判決拼合。換言之，在法院判決後，應付金額之利率仍然是以違約利率 **2.9厘** 月息計算，直至付清所有欠出借人及/或應付出借人的數額為止。
- (8) Communications 聯絡
- (a) All notices, requests, demands and other communications required to be made or given under the terms of this Loan Agreement or in connection herewith shall be given or made to or upon the parties in writing by hand or by mail and shall be addressed to the appropriate party at the address set out in this Loan Agreement or to such other address as such party may from time to time designate to the other parties in writing.
所有的通知、要求、索求和其他根據本協定條款細則需要聯絡的，應書面通過親身送達或郵遞方式，送至相關方於載於本協議上的地址，或該方通過書面方式更改的地址。

- (b) Any notice, request, demand or other communication given or made thereunder shall be deemed to have been received 48 hours after the mailing thereof, and in the case of a telex, facsimile or cable one business day after the date of dispatch thereof.

所有的通知、要求、索求和其他根據本協定條款需要的聯絡，應在投遞有關郵件 48 小時後當作收妥，或若是透過傳真，電報，電傳的聯絡，應在發出有關聯絡後一個工作日當作收妥。

(9) No Waiver 寬免

No time allowed or indulgence granted by any party to the other in respect of the performance of any of the terms of this Loan Agreement shall constitute a waiver of the same unless such obligation is expressly waived in writing by the party entitled to enforce it and no waiver of any obligation of any party under this Loan Agreement shall prevent the subsequent enforcement of the relative provision in respect of any subsequent event or the enforcement of any of the other terms of this Loan Agreement.

任何一方給予另一方有關本協議條款內履行責任的寬容或延期均不能構成寬免，除非相關方以書面形式明示寬免該責任。本協議條款內任何一方所寬免的任何責任均不能阻止往後事件引起的有關係款的執行，或本協議其他條款的執行。

(10) Severance 劃分

Any provision of this Loan Agreement prohibited by or rendered unlawful or unenforceable under any applicable law actually applied by any court of competent jurisdiction shall, to the extent required by such law, be severed from this Loan Agreement and rendered ineffective so far as is possible without modifying the remaining provisions of this Loan Agreement. Where, however, the provisions of any such applicable law may be waived, they are hereby waived by the parties hereto to the full extent permitted by such law to the end that this Loan Agreement shall be a valid and binding agreement enforceable in accordance with its terms.

本協議中的任何條款若被任何具有司法管轄權的法院根據任何適用法律禁止，或定為違法，或定為不能執行，應以相關法律要求的範圍為限從本協議中被劃分及被視為無效，而盡可能不須更改本協議中其餘條款。不論如何，當任何該有關適用法律可被寬免，相關方將會以相關法律所容許的最大範圍為限，以維持本協議的有效及約束力為目標，寬免該有關法律。

(11) Amendment 修改

This Loan Agreement shall not be amended, supplemented or modified except by written instrument signed by the parties hereto or their respective duly empowered representatives.

除非透過由相關方或其合法授權人簽署的文書，否則本協議不能被修正，補充或更改。

(12) Interpretation 詮釋

In this Loan Agreement, the singular includes the plural and vice versa and one gender includes every other genders.

於本協議中，所單數名詞包含雙數名詞，反之亦然。而單一性別包含所有其他性別。

(13) Governing Law 法律管轄

This Loan Agreement was negotiated and completed in Hong Kong and shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereto hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Hong Kong.

本協定於香港談判及完成，並應根據香港法律管限及詮釋。相關方不能撤回地願受香港法院的司法管轄權為非獨有司法管轄權管轄。

(14) Section 18 Memorandum 第 18 條備忘錄

If applicable, the note or memorandum required under Section 18 of the Money Lenders Ordinance is set out in the Third Schedule hereto, which Third Schedule shall form part of this Loan Agreement.

若然適用，放債人條例第 18 條的摘記或備忘錄於本協議中第三附表中列出，而第三附表為本協議的一部份。

- (15) The Chinese version of this Loan Agreement is for reference only. In case there is any inconsistency between the English and Chinese version of this Loan Agreement, the English version shall prevail.

本貸款協議的中文版本僅供參考，如有任何歧異，以英文版為準。

- (16) The Borrower hereby consent, covenant, agree and authorise the Lender that the Lender may at any time, transfer, assign or novate all or any part of its rights and benefits under this Agreement to any licensed banks, restricted licensed banks or money lenders without seeking further agreement, consent or authorisation from the Borrower.
借款人在此同意並授權貸款方可隨時將本協議項下的全部或部分權利和利益轉讓予任何持牌銀行、受限制的持牌銀行或放債人，而無需尋求借款人的進一步協議、同意或授權。
- (17) Any interest or fee accruing under this Agreement will accrue from day to day and is calculated on the basis of the actual number of days elapsed and a year comprising of 365 days
本合約項下的任何利息或收費均按日累計，以實際經過的日數，及以每年 365 日的基準計算。
- (18) All the documents attached to this Loan Agreement also form part of this Loan Agreement.
所有本貸款協議的附件都是組成本貸款協議的一部份。
- (19) The Loan is made to a company secured by a mortgage, charge, lien or other encumbrance registered under the Company Ordinance (Cap. 622) and it is an Exempted Loan within the meaning of Schedule 1 Part 2 of the Money Lenders Ordinance (Cap. 163).
貸款的用途是向公司作出貸款，並以按揭、押記、留置權或其他產權負擔作保證，而且該等按揭、押記、留置權或其他產權負擔是已經根據《公司條例》(第 622 章)登記及此為《放債人條例》(第 163 章)附表 1 第 2 部分所定義的受豁免的貸款。

Loan Agreement No.: OWPL-2023-110004M-RC-02

Date: 08th November, 2024

AS WITNESS the hands of the parties the day and year first above written.
於以上日期見證雙方簽署。

SIGNED by Chong Pun & Chong Sik, Directors
For and on behalf of the Borrower & Mortgagor
KNT International Holdings Limited
BR No.: 60112364
由莊斌及莊碩董事代表借款人及抵押人
嘉藝國際控股有限公司
商業登記號碼: 60112364 簽署

For and on behalf of
KNT INTERNATIONAL HOLDINGS LIMITED
嘉藝國際控股有限公司

.....
Authorized Signature(s)

Borrower & Mortgagor: KNT International Holdings Limited
借款人及抵押人: 嘉藝國際控股有限公司

SIGNED by the Guarantor(s)
Chong Pun & Chong Sik
HKID No.: C561733(0) & H016727(6)
由擔保人
莊斌及莊碩
香港身份證號碼: C561733(0)及H016727(6)
之持有人簽署

Guarantor(s): Chong Pun & Chong Sik
擔保人: 莊斌及莊碩

in the presence of & interpreted by 簽署見證及解釋人

CONFIRM to borrow from the Lender the sum of
HONG KONG DOLLARS **FIVE MILLION FIVE
HUNDRED THOUSAND ONLY** as being the loan
after signing of this Loan Agreement
在簽署本協議後確認向出借人借入總額為
港幣伍佰伍拾萬元整之貸款

For and on behalf of
KNT INTERNATIONAL HOLDINGS LIMITED
嘉藝國際控股有限公司

.....
Authorized Signature(s)

Borrower & Mortgagor: KNT International Holdings Limited
借款人及抵押人: 嘉藝國際控股有限公司

SIGNED by Chan Kai Ho Edward
For and on behalf of the Lender
Oi Wah Property Credit Limited
由陳啟豪代表出借人
靄華物業信貸有限公司 簽署

For and on behalf of
OI WAH PROPERTY CREDIT LIMITED
靄華物業信貸有限公司

.....
Authorized Signature(s)

in the presence of 簽署見證簽署人

FIRST SCHEDULE

附表一

- (a) The Borrower & Mortgagor : KNT International Holdings Limited (嘉藝國際控股有限公司)
借款人及抵押人 BR No.: 60112364

Address 地址 : 30th Floor EW International Tower No.120-124 Texaco Road Tsuen Wan N.T.
- (b) The Guarantor(s) 擔保人:-

(1) Name 姓名 : Chong Pun (莊斌) HKID No.: C561733(0)
Address 地址 : House 130B, Hong Lok Yuen Road East, Hong Lok Yuen, Tai Po, New Territories.

(2) Name 姓名 : Chong Sik (莊碩) HKID No.: H016727(6)
Address 地址 : House 83, Miami Crescent, 328 Fan Kam Road, Sheung Shui, New Territories.
- (c) The Lender 出借人 : Oi Wah Property Credit Limited (靄華物業信貸有限公司)
Address : Rm 2302-3, Kwan Chart Tower, 6 Tonnochy Road, Wan Chai, Hong Kong.
地址 : 香港 灣仔 杜老誌道 6 號 群策大廈 2302-2303 室
Money Lenders Licence No. 放債人牌照號碼 : 0326/2024
- (d) Words : HONG KONG DOLLARS FIVE MILLION FIVE HUNDRED THOUSAND ONLY as being the loan granted by Lender.
大寫: 港幣伍佰伍拾萬元整 Figures 數字: HK\$5,500,000.00 出借人借出之貸款
- (e) The date of signing of this Loan Agreement : 08th November, 2024
本協議簽署日期 : 2024 年 11 月 08 日
The date of drawdown of the Loan : **10th November, 2024**
發放貸款日期 : **2024 年 11 月 10 日**
- (f) The Repayment Term 還款細則
The repayment period of the instalment loan is 12 months. The first instalment payment shall be made on or before 09th December, 2024 (Please refer to the Repayment Schedule of this loan agreement on Page.18).
本分期貸款的還款期為 12 個月期, 第一期還款日為 2024 年 12 月 09 日或之前 (詳見本貸款合約第 18 頁之供款表)。
- (g) The Security 抵押品
The form of Security for the Loan:(i) a **First Legal Charge** dated 10th November, 2023 of the Mortgaged Property (list on Second Schedule) and a rental assignment dated 10th November, 2023 in respect of the Mortgaged Property in favour of the Lender executed by **KNT International Holdings Limited** to secure the general credit facilities advanced to the Borrower by the Lender a sum of **HK\$5,500,000.00** interest thereon & all other lawful expenses (“**Mortgage**”) and (ii) a **Deed of Guarantee** dated 10th November, 2023 executed jointly and severally by **Chong Pun & Chong Sik** as the Guarantor(s) in favour of the Lender (“**Deed of Guarantee**”, together with the Mortgage collectively referred to as the “**Security**”).
本貸款之抵押品: (i) 由**嘉藝國際控股有限公司**作出惠及出借人於 2023 年 11 月 10 日簽署的有關物業的**第一法定押記** (詳細載列於附表二)及於 2023 年 11 月 10 日簽署有關該物業的租金轉讓書以保證借款人向出借人清還一筆數目為**港幣伍佰伍拾萬元整**的一般信貸便利額、利息及有關合法開支 (“**按揭**”) 及(ii) 由**莊斌及莊碩**於 2023 年 11 月 10 日簽署作擔保人共同且分別承擔向出借人簽立的擔保契據 (“**擔保契據**”, 與按揭合稱為“抵押品”)。

The term “**Security Documents**” in this Loan Agreement shall include (i) the Mortgage, (ii) the Deed of Guarantee, (iii) Rental Assignment and (iv) any other documents executed from time to time by whatever person as a further guarantee of or security for all or any part of the Borrower’s obligations under this Loan Agreement.

“**抵押文件**”一詞在本貸款協議中應包括(i)按揭;(ii)擔保契據;(iii)物業租金轉讓書及(iv)不時由任何人士簽立的任何其他文件,以作進一步擔保或保證借款人於本貸款協議項下的全部或任何部分的義務。

- (h) Interest Rate (p.a.) 年利率
12.25% per annum.
年利率為 12.25%。
- (i) The place of interpretation and completion of the agreement for the Loan is:-
Room 2302-3, Kwan Chart Tower, 6 Tonnochy Road, Wan Chai, Hong Kong.
本貸款協議之解釋及完成地點為: 香港 灣仔 杜老誌道 6 號 群策大廈 2302-2303 室。
- (j) Loan Agreement No. : OWPL-2023-110004M-RC-02
Borrower & Mortgagor : KNT International Holdings Limited (嘉藝國際控股有限公司)
BR No.: 60112364
Guarantor(s) : (1) Chong Pun (莊斌) HKID No.: C561733(0)
(2) Chong Sik (莊碩) HKID No.: H016727(6)
Loan Amount : HK\$5,500,000.00
Interest Rate : 12.25% p.a.
Drawdown Date : **10th November, 2024**
Repayment Date : On or before the **09th** day of each month

SECOND SCHEDULE

附表二

The Mortgaged Property 按揭物業

WORKSHOP NO. 3 ON 2ND FLOOR AND FLAT ROOF NO. 3 ADJACENT THERETO
EW INTERNATIONAL TOWER NO.120 TEXACO ROAD TSUEN WAN N.T.
(PRN: C0948728)

END

THIRD SCHEDULE

[regulation 11]

[sections 18(1) & 34]

THE MONEY LENDERS ORDINANCE

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.

Summary of Part III of the Ordinance-Money lenders transactions

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.

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.

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.

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.

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 installments. 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.

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.

Summary of Part IV of the Ordinance-Excessive interest rates

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 \$1,000,000.00 or, in respect of any such loan, to any person who makes that loan. (L.N. 139 of 2022)

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 \$1,000,000.00 or, in respect of any such loan, to any person who makes that loan. (L.N. 139 of 2022)

(L.N. 522 of 1995)

Loan Agreement No.: OWPL-2023-110004M-RC-02

附表三

[第 11 條]

[本條例第 18(1) 及 34 條]

放債人條例

以下所列的《放債人條例》條文撮要，對保障訂立貸款協議的各方均至為重要，應小心閱讀。該撮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。

《放債人條例》第 III 部撮要—放債人進行的交易

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，並由借款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記，連同本撮要一份給予借款人。該摘記須載有該宗貸款的詳盡細則，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。

本條例第 19 條訂定，如借款人提出書面要求及就有關開支而支付訂明費用，則放債人須將該借款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款人。借款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。如借款人提出書面要求，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。

本條例第 20 條訂定，除非保證人亦是借款人，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記、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。

本條例第 21 條訂定，借款人以書面通知後，可隨時將貸款及計算至還款日期為止的利息償還，放債人不得因借款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。

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。

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。

《放債人條例》第 IV 部撮要—過高利率

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。對於向繳足款股本不少於 \$1,000,000.00 的公司作出的貸款或作出如此貸款的人，本條並不適用。

(1999 年第 23 號第 3 條；2022 年第 139 號法律公告)

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，或在借款人本人或保證人本人向法庭申請清償時，法庭可查察該協議的條款，以視該等條款是否極之不公平或利率過高(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。對於向繳足款股本不少於 \$1,000,000.00 的公司作出的貸款或作出如此貸款的人，本條並不適用。

(1999 年第 23 號第 3 條；2022 年第 139 號法律公告)

貸款合約編號: OWPL-2023-110004M-RC-02

供款方式確認書

提取貸款日期 : **10th November, 2024**
借款人及抵押人 : KNT International Holdings Limited (嘉藝國際控股有限公司) BR No.: 60112364
擔保人 : Chong Pun (莊斌) HKID No.: C561733(0)
Chong Sik (莊碩) HKID No.: H016727(6)
貸款合約號碼 : OWPL-2023-110004M-RC-02
貸款額 : 港幣\$5,500,000.00
還款期 : 12 個月期
年利率 : 12.25% p.a.
每月供款額 : 詳見本合約第 18 頁之供款表

借款人必須存放 1 張支票，祈付靄華物業信貸有限公司或 Oi Wah Property Credit Limited。
付款日於 2024 年 12 月 09 日開始每月以一張支票支付供款，若支票用完前借款人須寄回其後支票作為隨後每月供款。另供款可直接存入本公司設於東亞銀行有限公司的往來賬戶#015-514-68-01452-1 內，直至清還所有本金及利息為止。

注意事項:

若借款人未能於供款到期日或之前補回供款支票，借款人則需將該期供款全數(部分供款則另作別論)以現金(銀行櫃檯存入現金須另加銀行*手續費，以銀行實收費用為準)、支票或電匯(電匯須另加銀行*手續費港幣\$50.00)存入本公司之銀行帳戶，帳戶名稱為靄華物業信貸有限公司並須將入數紙於入數後當天內傳真至本公司或聯繫本公司會計部以確認供款，否則一律不作供款論，如未能準時供款，即視為過期供款，本公司將會收取有關費用，根據逾期供款而計算的逾期利息，若果於每一期到期還款日，借款人尚未還款，出借人可採取法律行動追討借款人欠交的本金及利息及違約利息。另此貸款合約規定借款人支付的款項，不論是本金或是利息，而到期拖欠，借款人需就該筆未償還的款項支付利息，違約利息以 2.9 厘月息計算，由拖欠日起計至該筆未償還的款項付清為止。

***由客人支付**

借款人/抵押人及擔保人確認以上還款內容及同意供款方式。

)
) For and on behalf of
) KNT INTERNATIONAL HOLDINGS LIMITED
) 嘉藝國際控股有限公司
)
) 
) Authorized Signature(s)
)
)
)
)
Borrower & Mortgagor Signature 借款人及抵押人簽署
Company Name: KNT International Holdings Limited
公司名稱: 嘉藝國際控股有限公司
BR No.: 60112364
Date 日期: 08th November, 2024

)
)
)
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Guarantor(s) Signature 擔保人簽署
Name 姓名: Chong Pun (莊斌) &
Chong Sik (莊碩)
HKID No.: C561733(0) & H016727(6)
Date 日期: 08th November, 2024

Agreement 同意書

Date: 08th November, 2024

借款人 KNT International Holdings Limited (嘉藝國際控股有限公司)在此聲明，向靄華物業信貸有限公司申請物業按揭貸款事宜。在此確認向出借人申請並簽訂貸款協議：OWPL-2023-110004M-RC-02。

而本貸款協議之解釋及簽署地點為：

Rm 2302-3, Kwan Chart Tower, 6 Tonnochy Road, Wan Chai, Hong Kong.

香港 灣仔 杜老誌道 6 號 群策大廈 2302-2303 室。

按揭物業地址：

WORKSHOP NO. 3 ON 2ND FLOOR AND FLAT ROOF NO. 3 ADJACENT THERETO

EW INTERNATIONAL TOWER NO.120 TEXACO ROAD TSUEN WAN N.T.

(PRN: C0948728)

借款人/抵押人及擔保人明白以上同意書內容。

For and on behalf of
KNT INTERNATIONAL HOLDINGS LIMITED
嘉藝國際控股有限公司

Authorized Signature(s)

Borrower & Mortgagor Signature 借款人及抵押人簽署

Company Name: KNT International Holdings Limited

公司名稱: 嘉藝國際控股有限公司

BR No.: 60112364

Date 日期: 08th November, 2024

11

Guarantor(s) Signature 擔保人簽署

Name 姓名: Chong Pun (莊斌) &

Chong Sik (莊碩)

HKID No.: C561733(0) & H016727(6)

Date 日期: 08th November, 2024

香港 灣仔 杜老誌道6號 群策大廈 2302-3 室

Rm 2302-3, Kwan Chart Tower, 6 Tonnochy Road, Wan Chai, Hong Kong.

Tel : 2833 2065 Fax : 2891 9831



Schedule of Special Loan Disbursement Arrangement 提取貸款特別安排之附錄

提取貸款日期 : **2024 年 11 月 10 日**

借款人及抵押人 : KNT International Holdings Limited (嘉藝國際控股有限公司) BR No.: 60112364

擔保人 : Chong Pun (莊斌) HKID No.: C561733(0)
Chong Sik (莊碩) HKID No.: H016727(6)

貸款合約號碼 : OWPL-2023-110004M-RC-02

貸款額 : 港幣\$5,500,000.00

還款期 : 12 個月期

年利率 : 12.25% p.a.

每月供款額 : 詳見本合約第 18 頁之供款表

I/We agree to fully settle the following credit facilities and cancel the credit facilities (if applicable) from the loan proceeds.

本人/吾等同意以上述貸款之實收款項全數清還下列之貸款及取消有關信貸(如適用)。

Name of Creditors 信貸機構名稱	Type of Credit Facilities 信貸類別	Amount 金額	Remarks 備註
Oi Wah Property Credit Limited	原貸款合約號碼: OWPL-2023-110004M -DN-01	港幣\$5,500,000.00 (本金)	Re-arrangement on 10 th November, 2024
		港幣\$56,145.80 (利息供款)	第 12 期利息供款港幣\$56,145.80 於 <u>2024 年 11 月 09 日</u> 或之前由借 款人自行繳付

借款人/抵押人及擔保人確認以上提取貸款之特別安排

For and on behalf of
KNT INTERNATIONAL HOLDINGS LIMITED
嘉藝國際控股有限公司

Authorized Signature(s)

Borrower & Mortgagor Signature 借款人及抵押人簽署
Company Name: KNT International Holdings Limited
公司名稱: 嘉藝國際控股有限公司
BR No.: 60112364
Date 日期: 08th November, 2024

Guarantor(s) Signature 擔保人簽署
Name 姓名: Chong Pun (莊斌) &
Chong Sik (莊碩)

HKID No.: C561733(0) & H016727(6)
Date 日期: 08th November, 2024

Notes: The exact settled amount may vary from the above and is subject to final disbursement agreement.
 註：實際清數金額與上述所列之金額或有差異，有關數額將根據最終支付安排而定。



Annex 1

附件一

借款人確認披露有否涉及第三方表格

Loan Agreement No.: OWPL-2023-110004M-RC-02

致：靄華物業信貸有限公司

關於公司註冊處於 2016 年 10 月頒佈之有關放債人牌照的額外牌照條件指引，貸款合約的所有條款、細則及以下的詳細內容靄華物業信貸有限公司已向借款人 KNT International Holdings Limited (嘉藝國際控股有限公司) (下稱“我/我們”) [BR No.: 60112364]，地址：30th Floor EW International Tower No.120-124 Texaco Road Tsuen Wan N.T.、擔保人 Chong Pun (莊斌) (下稱“我/我們”) [HKID No.: C561733(0)]，地址: House 130B, Hong Lok Yuen Road East, Hong Lok Yuen, Tai Po, New Territories 及 Chong Sik (莊碩) (下稱“我/我們”) [HKID No.: H016727(6)]，地址: House 83, Miami Crescent, 328 Fan Kam Road, Sheung Shui, New Territories 解釋物業按揭貸款一事，現謹確認：

(1) 我/我們

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，而

☐ 與第三方達成或簽訂了協議

☒ 從未與任何第三方達成或簽訂任何協議

(以上不包括我/我們委任的律師純粹為提供法律服務而達成或簽訂的協議)；

(2) 第三方的姓名/名稱及地址如下：

- I. 第三方 1 的姓名/名稱 : _____
第三方 1 的地址 : _____
II. 第三方 2 的姓名/名稱 : _____
第三方 2 的地址 : _____

我/我們謹此提供我/我們與每一名第三方簽訂的協議副本各一份，並明白該等協議的副本會夾附於貸款協議內。

重要提示：

請注意，任何人藉虛假、誤導性陳述或不誠實地隱瞞重要事實，而欺詐地誘使出借人貸出款項，即屬犯罪。

你必須完整和誠實地披露上述涉及貸款的第三方的資料，以保障你自己的利益。

IMPORTANT NOTE:

Please note that it is an offence for a person to fraudulently induce a money lender to lend money by false or misleading statement or dishonest concealment of material facts.

You should make full and honest disclosure of the above information on the involvement of any third parties in relation to the loan for the protection of your own interests.

For and on behalf of
KNT INTERNATIONAL HOLDINGS LIMITED
嘉藝國際控股有限公司

.....
Authorized Signature(s)

Borrower & Mortgagor Signature 借款人及抵押人簽署

Company Name: KNT International Holdings Limited

公司名稱: 嘉藝國際控股有限公司

BR No.: 60112364

Date 日期: 08th November, 2024

.....
Guarantor(s) Signature 擔保人簽署
Name 姓名: Chong Pun (莊斌) &
Chong Sik (莊碩)

HKID No.: C561733(0) & H016727(6)

Date 日期: 08th November, 2024



Annex 2
附件二


Loan Agreement No.: OWPL-2023-110004M-RC-02

根據公司註冊處於 2016 年 10 月頒佈之有關放債人牌照的額外牌照條件指引，貸款合約的所有條款、細則及以下的詳細內容靄華物業信貸有限公司已向借款人 KNT International Holdings Limited (嘉藝國際控股有限公司) (下稱“我/我們”) [BR No.: 60112364]，地址：30th Floor EW International Tower No.120-124 Texaco Road Tsuen Wan N.T.、擔保人 Chong Pun (莊斌) (下稱“我/我們”) [HKID No.: C561733(0)]，地址：House 130B, Hong Lok Yuen Road East, Hong Lok Yuen, Tai Po, New Territories 及 Chong Sik (莊碩) (下稱“我/我們”) [HKID No.: H016727(6)]，地址：House 83, Miami Crescent, 328 Fan Kam Road, Sheung Shui, New Territories 於 2024 年 11 月 08 日解釋清楚。有關詳細內容資料，現臚列如下：

	貸款合約之詳細條款
(a)	利息
	(i) 貸款利率，以年息百分率表達 年息 12.25 厘
	(ii) 須支付的每月最高利息款額 港幣\$56,145.80.(淨息) 每月供款利息，詳見第 18 之供款表。
(b)	還款
	(i) 須定期償還的款額 詳見本合約第 18 頁之供款表 (其中每月之實際利息金額會隨該月份的日數而有所變動) 每月供款利息，詳見第 18 之供款表。
	(ii) 總共須償還的款額(本金與須支付的最高利息款額的總和) (本金): 港幣\$5,500,000.00 (利息): 港幣\$640,062.60 (還款期: 12 個月期) 總額: 港幣\$6,140,062.60 (其中之實際利息金額會隨該全期貸款的日數而有所變動) 每月供款利息，詳見第 18 之供款表。
(c)	違約事項及凌駕性權利
	若發生違約事項，靄華物業信貸有限公司保留採取法律訴訟的權利，以接管並出售所涉及的房產抵押品。靄華物業信貸有限公司有權要求即時還款的凌駕性權利並要求即時歸還該貸款，不論原先貸款所訂的年期。
(d)	The Loan is made to a company secured by a mortgage, charge, lien or other encumbrance registered under the Company Ordinance (Cap. 622) and it is an Exempted Loan within the meaning of Schedule 1 Part 2 of the Money Lenders Ordinance (Cap. 163). 貸款的用途是向公司作出貸款，並以按揭、押記、留置權或其他產權負擔作保證，而且該等按揭、押記、留置權或其他產權負擔是已經根據《公司條例》(第 622 章)登記及此為《放債人條例》(第 163 章)附表 1 第 2 部分所定義的受豁免的貸款。

(e)	<p>If when the monthly instalment is due and the Borrower fails to make payment, the Lenders can take legal action to recover the instalment payment and interest including default interest at once. The Borrower agrees that if default is made in the payment upon the due date of any sum payable to the Lenders, whether in respect of principal or interest, the Borrower agrees to pay interest on such sum at the default interest rate of 2.9% per month, from the date of the default until full payment.</p> <p>若果於每一期到期還款日，借款人尚未還款，出借人可採取法律行動追討借款人欠交的本金及利息及違約利息。另此貸款合約規定借款人支付的款項，不論是本金或是利息，而到期拖欠，借款人需就該筆未償還的款項支付利息，違約利息以 2.9 厘月息計算，由拖欠日起計至該筆未償還的款項付清為止。</p>
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借款人 KNT International Holdings Limited (嘉藝國際控股有限公司) [BR No.: 60112364]、擔保人 Chong Pun (莊斌) [HKID No.: C561733(0)]及 Chong Sik (莊碩) [HKID No.: H016727(6)]已確認靄華物業信貸有限公司職員趙汝樂已清楚解釋貸款合約的所有條款、細則及以上的詳細內容，我/我們清楚明白及了解。

in the presence of & interpreted by 簽署見證及解釋人  Chiu Yu Lok
Date 日期: 08th November, 2024

For and on behalf of
KNT INTERNATIONAL HOLDINGS LIMITED
嘉藝國際控股有限公司


Authorized Signature(s)

Borrower & Mortgagor Signature 借款人及抵押人簽署
Company Name: KNT International Holdings Limited
公司名稱: 嘉藝國際控股有限公司
BR No.: 60112364
Date 日期: 08th November, 2024


Guarantor(s) Signature 擔保人簽署
Name 姓名: Chong Pun (莊斌) &
Chong Sik (莊碩)

HKID No.: C561733(0) & H016727(6)
Date 日期: 08th November, 2024



Repayment Schedule
供款表

Loan Agreement No.: OWPL-2023-110004M-RC-02

期數	還款日	年利率	本金還款	本期利息	供款額	尚欠本金
1	09/12/2024	12.25%	\$50,000.00	\$56,145.80	\$106,145.80	\$5,450,000.00
2	09/01/2025	12.25%	\$50,000.00	\$55,635.40	\$105,635.40	\$5,400,000.00
3	09/02/2025	12.25%	\$50,000.00	\$55,125.00	\$105,125.00	\$5,350,000.00
4	09/03/2025	12.25%	\$50,000.00	\$54,614.60	\$104,614.60	\$5,300,000.00
5	09/04/2025	12.25%	\$50,000.00	\$54,104.20	\$104,104.20	\$5,250,000.00
6	09/05/2025	12.25%	\$50,000.00	\$53,593.80	\$103,593.80	\$5,200,000.00
7	09/06/2025	12.25%	\$50,000.00	\$53,083.30	\$103,083.30	\$5,150,000.00
8	09/07/2025	12.25%	\$50,000.00	\$52,572.90	\$102,572.90	\$5,100,000.00
9	09/08/2025	12.25%	\$50,000.00	\$52,062.50	\$102,062.50	\$5,050,000.00
10	09/09/2025	12.25%	\$50,000.00	\$51,552.10	\$101,552.10	\$5,000,000.00
11	09/10/2025	12.25%	\$50,000.00	\$51,041.70	\$101,041.70	\$4,950,000.00
12	09/11/2025	12.25%	\$4,950,000.00	\$50,531.30	\$5,000,531.30	\$0.00
Total			\$5,500,000.00	\$640,062.60	\$6,140,062.60	\$0.00

End

Annex 3

附件三

Loan Agreement No.: OWPL-2023-110004M-RC-02

借款人確認訂立任何貸款協議前，靄華物業信貸有限公司已經把借錢，你要知單張交給借款人並且借款人在此簽署作實：

["忠告：借錢梗要還，咪俾錢中介"]

借錢，你要知



- 拖欠還款的費用和利息可以給你及家人帶來沉重的經濟壓力。借幾多，諗清楚，仲要還得到。
- 無論申請貸款時或成功獲得貸款後，唔好有任何錢過第三者手。錢俾咗人，唔會有回頭。
第三者可以是財務中介或其他人士。常見的欺騙手法包括：
 - 聲稱是代為保管借款
 - 以借款改善你的信貸記錄，幫你安排另一筆借款
 - 以借款購買貨品或服務或投資基金等等
- 唔好幫襯未獲財務公司委任的財務中介。
- 如你是透過財務中介申請貸款，無論在任何情況下，你都必須向財務公司表明是透過哪些財務中介作出有關申請，唔好聽從任何人游說，隱瞞有關資料，以免招致損失。
- 記住！財務中介絕不能以任何名目例如行政費、手續費、顧問費等向你收費。否則，即屬違法。

事前事後，咪俾錢第三者



如有財務困難，可以透過以下 24 小時熱線，尋求免費諮詢及協助：

熱線名稱	電話
香港警務處反詐騙協調中心「防騙易 18222」熱線	18222
明愛向晴軒「財困壓力」輔導熱線	3161 0102
東華三院財聆通輔導熱線	2548 8411
社會福利署熱線	2343 2255



公司註冊處
放債人註冊辦事處



香港警務處
警察牌照處

For and on behalf of
KNT INTERNATIONAL HOLDINGS LIMITED
嘉藝國際控股有限公司

.....
Authorized Signature(s)

Borrower Signature 借款人簽署

Company Name 公司名稱 : KNT International Holdings Limited (嘉藝國際控股有限公司)

BR No. 商業登記號碼 : 60112364

Date 日期 : 08th November, 2024