

**LEGEND CREDIT LIMITED**

**駿聯信貸有限公司**

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**MORTGAGE LOAN AGREEMENT**

**按揭貸款協議**

1. Loan Details 貸款詳情

Lender : LEGEND CREDIT LIMITED (Money Lenders Licence No. 0187/2022)  
貸款人 whose registered office is situate at 17/F, Overseas Trust Bank Building, 160 Gloucester Road, Wanchai, Hong Kong  
駿聯信貸有限公司(放債人牌照編號 0187/2022)註冊辦事處位於香港灣仔告士打道 160 號海外信託銀行大廈 17 樓

Mortgagor(s) : (1) Zheng Yaqin (holder of HKID No. [REDACTED] and 中華人民共和國居民身份證號碼 [REDACTED] and formerly holder of 中華人民共和國往來港澳通行證 [REDACTED])  
按揭人 鄭亞欽(香港身份證號碼 [REDACTED] 及中華人民共和國居民身份證號碼 [REDACTED] 之持有人及前中華人民共和國往來港澳通行證 [REDACTED] 之持有人)  
(2) Chen Yanying (holder of HKID No. : [REDACTED] and 中華人民共和國居民身份證號碼 [REDACTED] and formerly holder of 中華人民共和國往來港澳通行證 [REDACTED])  
陳燕英(香港身份證號碼: [REDACTED] 及中華人民共和國居民身份證號碼 [REDACTED] 之持有人及前中華人民共和國往來港澳通行證 [REDACTED] 之持有人)  
(3) Zheng Siming (holder of 中華人民共和國居民身份證號碼 [REDACTED] and formerly holder of 中華人民共和國護照號碼 [REDACTED])  
鄭思明(中華人民共和國居民身份證號碼 [REDACTED] 之持有人及前中華人民共和國護照號碼 [REDACTED] 之持有人)

Borrower(s) : (1) Zheng Yaqin (holder of HKID No. [REDACTED] and 中華人民共和國居民身份證號碼 [REDACTED] and formerly holder of 中華人民共和國往來港澳通行證 [REDACTED])  
借款人 鄭亞欽(香港身份證號碼 [REDACTED] 及中華人民共和國居民身份證號碼 [REDACTED] 之持有人及前中華人民共和國往來港澳通行證 [REDACTED] 之持有人)  
(2) Chen Yanying (holder of HKID No. : [REDACTED] and 中華人民共和國居民身份證號碼 [REDACTED] and formerly holder of 中華人民共和國往來港澳通行證 [REDACTED])  
陳燕英(香港身份證號碼: [REDACTED] 及中華人民共和國居民身份證號碼 [REDACTED] 之持有人及前中華人民共和國往來港澳通行證 [REDACTED] 之持有人)

澳通行證 [REDACTED] 之持有人)

(3) Zheng Siming (holder of 中華人民共和國居民身份證號碼 [REDACTED] and formerly holder of 中華人民共和國護照號碼 [REDACTED])

郑思明(中華人民共和國居民身份證號碼 [REDACTED] 之持有人及前中華人民共和國護照號碼 [REDACTED] 之持有人)

Loan Amount 貸款額	:	Hong Kong Dollars Fifty-Five Million Only (HK\$55,000,000.00) 港幣伍仟伍佰萬元正
Drawdown Date 貸款提取日	:	1 November 2022 2022 年 11 月 1 日
Interest Rate 利率	:	9.25% per annum 年利率玖厘貳伍
Repayment Term 還款期	:	TWELVE (12) months (details refer to the Repayment Schedule in Schedule attached) 十二個月(詳情見附表之還款時間表)
Repayment Date 還款日	:	The date in each calendar month (subsequent to the calendar month of drawdown) that numerically corresponds to the drawdown date, or (if there is no such date in a calendar month) the last day of the calendar month. If any repayment date falls on a Saturday, Sunday or public holiday, payment shall be made on the next business day. 就提取貸款當月之後的月份而言,每月與提取貸款日期相應的日期,或如該月份並無該相應日期,即該月份的最後一日,若還款日適逢週六、週日或公眾假期,款項須於下一個營業日支付。
Security of the Loan 抵押品	:	Mortgage on Flat A on 71st Floor of Tower 7, The Hermitage, No. 1 Hoi Wang Road, Kowloon ("Property") 九龍海泓道 1 號帝峯皇殿 7 座 71 樓 A 室(「抵押物業」)作物業按揭抵押
Default Rate 違約利率	:	9.25% per annum 年利率玖厘貳伍

## 2. Mortgage 按揭

2.1 The following conditions must be fulfilled before the Loan is available for drawdown:

下列所有條件必須完全符合後,貸款才可供提取:

- i) the Loan to be secured by a "Fixed Sum" First Legal Charge or Mortgage to the extent of HK\$59,000,000.00 over the Property;

貸款須以抵押物業, 上限為港幣 59,000,000.00 元的“有限額”第一法定押記或按揭支持;

- ii) the Mortgagor's title to the Property to be approved by the Lender's appointed solicitors; 按揭人的抵押物業業權經貸款人委託的律師核准;
- iii) Execution and delivery of all legal documents, including but not limited to this Agreement, drawdown notice, title deed, deed of guarantee, confirmation of registration of mortgage at Land Registry and/or Companies Registry and any other documents required by the Lender, to the satisfaction of the Lender;  
令貸款人滿意的所有法律文件均被簽署執行及送達, 包括但不限於本協議、提取貸款通知書、樓契、擔保契約、於土地註冊處及/或公司註冊處登記按揭之確認函, 以及其他貸款人要求之文件;
- iv) Survey results (survey over the Property by a professional surveyor or by the Lender) being satisfactory to the Lender; and  
令貸款人滿意的物業審查結果(專業測量師或貸款人對抵押物業所作出的審查);  
及
- v) No material changes on Borrower or Mortgagor between the date of this Agreement and Drawdown Date.

借款人及按揭人在本協議日期及提取貸款日期期間沒有重大變化。

- 2.2 The First Legal Charge or Mortgage to be created over the Property shall be in the format as prescribed by the Lender (which is available for inspection upon request) and shall be prepared by the solicitors nominated by the Lender.

第一法定押記或按揭之格式由貸款人指定(可要求提供作視察)並由貸款人委託之律師擬備。

- 2.3 The Mortgagor is advised to read the mortgage documents carefully and understand its contents, his/her/their obligations and the full consequences of the mortgage before signing it. The Mortgagor is also advised to obtain independent legal advice.

在簽署按揭文件前, 按揭人務必仔細閱讀及明白按揭文件的內容, 按揭人的責任及簽署按揭文件後的所有後果, 按揭人亦可尋求獨立法律意見。

- 2.4 The Borrower has the right to obtain independent legal advice and may use a solicitors' firm different from the one appointed by the Lender. In any case, the Borrower will need to bear all the legal costs of their solicitors.

借款人有權徵詢獨立的法律意見, 亦可聘用非貸款人委託的律師行。在任何情況下, 借款人均須承擔非貸款人委託的律師行的全部法律費用。

### 3. Repayment 還款

The Borrower is required to repay the principal amount of the Loan and interest accrued on the Loan as stated in the Repayment Term of Clause 1. The Lender will provide the Borrower with an updated repayment schedule from time to time to account for changes to the interest rate (if any).

借款人須按照第 1 條所載的還款期償還貸款之本金及累計利息, 貸款人將不時向借款人提供最新的還款表, 以反映利率的調整(如有)。

### 4. Early Repayment 提前還款

The Borrower may repay the principal amount of the Loan and all accrued interest in full or partially ahead of the maturity date of the Loan by giving prior written notice to the Lender.

借款人可給予貸款人事先書面通知, 提早於貸款到期日前全數或部分償還貸款之本金及累

計利息。

5. Default Interest 違約利息

5.1 The Borrower consents to the aforesaid conditions of the Loan and agrees to strictly comply with all clauses of this Agreement, including repayment of the principal amount of the Loan and interest accrued on the Loan within the prescribed repayment period. If the Lender does not receive payment of any amount on its due date, the Borrower is required to pay default interest on the overdue amount at the Default Rate stipulated in Clause 1 of this Agreement. Default interest will accrue daily on a 365-day year basis and will be payable on a Repayment Date or another date (in any) that may be set by the Lender.

借款人同意上述所有貸款條件，並同意嚴格遵守本協議的所有條款，包括在指定期限內清還貸款之總本金及累計利息。若貸款人於到期日仍未收到已到期款項的任何部份，借款人須為逾期款項支付按本協議第 1 條所載的違約利率計算違約利息，違約利息以每年 365 日為基準按日累算，並須於還款日或貸款人指定的另一日期（如有）支付。

5.2 All outstanding amounts, whether are due before or after judgment, shall be calculated and charged at the Default Rate stipulated in Clause 1 of this Agreement.

所有未還清之款項，不論是在法庭頒布得直令之前或之後的欠款，均以本協議第 1 條所載的違約利率計算及收取。

6. On the last Repayment Date or on the date of full payment of the Loan, the Lender will determine the aggregate of all interest amounts payable and all sums payable under this Agreement which are deemed to be interest payable of the Loan under the Money Lenders Ordinance (Cap.163, Laws of Hong Kong) ("MLO") (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 the MLO, 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 MLO (the "prescribed rate"), the Lender shall refund such interest amount to the Borrower so as to procure that the effective rate will not exceed the prescribed rate.

於最後還款日期或於貸款悉數償還日期，貸款人將釐定應付的所有利息金額與根據本協議應付的所有款項（根據《放債人條例》（香港法例第 163 章）（「《放債人條例》」）被視為就貸款應付的利息）之總額（「總利息金額」），該釐定倘不存在欺詐及明顯錯誤，將為決定性及對借款人具有約束力。倘基於所釐定的總利息金額，按照《放債人條例》計算的貸款真實年利率（「實際利率」）將超過一名人士根據《放債人條例》在不觸犯罪行的情況下可貸出或借入款項的最高年利率（「指定利率」），貸款人須向借款人退還利息金額，以促使實際利率不超過指定利率。

7. So long as any part of the Loan is still outstanding, the Borrower represents and warrants to the Lender that:-

只要貸款的任何部分仍未償還，借款人向貸款人聲明及保證：

(a) each of the Borrower, Mortgagor and the Guarantor (if any) has the power to enter into and perform this Agreement and the Loan Documents;

借款人、按揭人及擔保人（如有）均有權力訂立及履行本協議及貸款文件；

(b) this Agreement constitutes the Borrower, Mortgagor and the Guarantor (if any)'s legal, valid

and binding obligations enforceable in accordance with its terms;

本協議構成借款人、按揭人及擔保人（如有）合法、有效及有約束力的義務，可按照其條款強制執行；

- (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

借款人訂立及履行本協議並未且不會與對借款人或借款人任何資產有約束力的任何文件相衝突；及

- (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 or adverse effect on the business or financial condition of the Borrower or the ability of the Borrower to perform his/her/their obligations under this Agreement.

並無正在進行或據借款人所知尚未了結或面臨的訴訟、仲裁或行政程序，而有關訴訟、仲裁或行政程序倘作出不利決定，可能對借款人的業務或財務狀況或借款人履行其於本協議項下義務的能力造成重大或不利影響。

8. 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，只要本協議項下任何款項尚未或可能尚未償還，借款人將：

- (a) promptly upon becoming aware of it, notify the Lender of any event or thing which would be likely to materially or adversely affect the ability of the Borrower to perform his/her/their obligations under this Agreement;

在獲悉可能對借款人履行其於本協議項下義務的能力造成重大或不利影響的任何事件或事項後，立即通知貸款人；

- (b) procure that the Borrower's obligations under this Agreement do and will rank at least pari passu with all his/her/their other present and future unsecured obligations, except for those mandatorily preferred by law;

促使借款人於本協議項下的義務與／將會與其所有其他現有及未來的無抵押義務至少具有同等地位（法律強制規定須優先的義務除外）；

- (c) procure that no creation of further encumbrances or third party rights over any of the assets to which this Agreement relates; and

促使不就本協議涉及的任何資產創立其他產權負擔或第三方權利；及

- (d) procure that this Agreement create valid encumbrances over the assets to which they relate. 促使本協議就其涉及的資產創立有效的產權負擔。

9. The Mortgagor agrees that so long as any amount is or may be outstanding under this Agreement, the Mortgagor will not further charge the Property to other third party without prior written approval of the Lender.

按揭人承諾，只要本協議項下任何款項尚未或可能尚未償還，按揭人同意如未獲貸款人事先書面同意，按揭人不得以抵押物業進一步抵押予第三方。

10. All payments by the Borrower under this Agreement shall be made in full without any set off or counterclaim or any deduction or withholding whatsoever in Hong Kong dollars, cash or in immediately available fund.

借款人於本協議項下的所有付款須以港元現金或即時可動用的資金悉數支付，不得進行任何抵銷或反申索或扣除或預扣。

11. Repayment on Demand 按要求還款

Despite the grant of the Loan and the arrangement set out in this Agreement, the entire outstanding principal amount of the Loan, accrued interest thereon and all sums payable by the Borrower under this Agreement is subject to the Lender's customary overriding right of repayment on demand when any one of the followings occur:

儘管貸款已被批核並已作本協議所載的安排，就貸款的全部未償還本金金額、累算利息及借款人根據本協議應付的所有款項，貸款人仍有慣常並凌駕權利，當以下任何一項發生，可要求借款人，而借款人須按要求清還：

- (a) the Borrower does not pay on the due date any amount payable by the Borrower under this Agreement; or  
借款人未於到期日支付借款人根據本協議應付的任何款項；或
- (b) any representation, warranty or statement made in connection with this Agreement is incorrect made or become untrue, incomplete or otherwise misleading; or  
就本協議作出的任何聲明、保證或陳述於作出時不正確或變得不真實、不完整或構成誤導；或
- (c) the Mortgagor and/or the Borrower does not perform or observe any of his/her/their obligations (other than payment obligations) under this Agreement; or  
按揭人及/或借款人未履行或遵守其於本協議項下的任何義務（不包括付款義務）；或
- (d) it becomes unlawful for the Lender to give effect to any of its obligations under this Agreement; or  
貸款人落實其於本協議項下的任何義務變得非法；或
- (e) the Mortgagor and/or the Borrower dies or is, or is deemed for the purpose of any law to be, unable to pay his/her/their debts as they fall due or insolvent, or admits inability to pay his/her/their debts as they fall due; or  
按揭人及/或借款人身故，或無法或就任何法律而言被視為無法償還到期債務或無力償債，或承認無力償還到期債務；或
- (f) any distress, levy or execution, appointment of liquidator, receiver, trustee or similar official is made or threatened against the Mortgagor and/or the Borrower; or  
按揭人及/或借款人被作出或面臨任何財產扣押、徵收或強制執行、委任清盤人、接管人、受託人或類似人員；或
- (g) any administrative, arbitration or litigation proceedings is current, pending or threatened against the Mortgagor and/or the Borrower in any jurisdiction which proceedings the Lender in its reasonable opinion considers to have or likely to have a material adverse effect on him/her; or  
任何司法管轄區有任何正在進行、尚未了結或面臨的針對按揭人及/或借款人之行政、仲裁或訴訟程序，而貸款人合理認為該等程序對按揭人及/或借款人具有或可能具有重大不利影響；或
- (h) all or any of the collateral securities given herein has or have for any reasons whatsoever become void, voidable or unenforceable whether or not on the default or omission of the Lender; or  
本協議中提供的所有或任何抵押因任何原因變得無效、可撤銷或無法強制執行（不論

是否因貸款人的過失或疏忽而導致); 或

- (i) any material adverse change in the business, operation, financial position or any other part of the Mortgagor and/or the Borrower which in the Lender's absolute opinion may affect the ability of the Mortgagor and/or the Borrower to perform the Mortgage and/or the Borrower's obligations under this Agreement; or

按揭人及/或借款人的業務、經營、財務狀況或任何其他部分出現任何重大不利變動，而貸款人全權認為可能影響按揭人及/或借款人履行按揭人及/或借款人於本協議項下義務的能力；或

- (j) if there is any execution or distress issued or levied against the Mortgagor and/or the Borrower or his/her/their property or there is any event of default and acceleration in respect of any indebtedness of the Mortgagor and/or the Borrower (other than the Loan) occurs; or 倘按揭人及/或借款人或其財產被頒布或實施任何強制執行或扣押，或發生有關按揭人及/或借款人任何債務（不包括貸款）的任何違約事件或加速償還事件；或

- (k) if the Mortgagor and/or the Borrower borrows moneys from any financial institution(s) before (and have not been disclosed to the Lender) or after the Loan had been advanced by the Lender to the Mortgagor and/or the Borrower.

倘按揭人及/或借款人於貸款人發放貸款予借款人之前（而未有披露予貸款人），或者之後向任何其他財務機構借貸。

12. Notwithstanding anything to the contrary contained in this Agreement, the Lender reserves the overriding right at its absolute discretion and without cause to cancel or terminate the Loan by way of written notice ("Termination Notice") to the Borrower at any time prior to the Last Repayment Date. Upon service of the Termination Notice by the Lender to the Borrower pursuant to Clause 21 of this Agreement, the Borrower shall immediately repay to the Lender the entire outstanding principal amount of the Loan, accrued interest thereon and all sums payable by the Borrower under this Agreement.

不論任何本協議的條款有相反的規定，貸款人保留可全權酌情及不須任何理由的凌駕權利於最後還款日期前的任何時間以書面通知借款人的形式（“終止通知”）取消或終止貸款。在貸款人根據本協議第21條規定將終止通知送達借款人後，借款人須立即向貸款人清還就貸款的全部未償還本金金額、累算利息及借款人根據本協議應付的所有款項。

13. The Lender may at any time assign all or any part of its rights or benefits or transfer all or any part of its obligations under or arising out of this Agreement, or other document(s) referred to herein to any other person(s) at the Lender's absolute discretion (an "Assignee(s)") without prior notice or consent of the Mortgagor and/or the Borrower and the Mortgagor and/or the Borrower shall execute and do all such transfers, assignments, assurances, acts and things as the Lender may reasonably require.

貸款人可全權酌情隨時將其於本協議或本協議所述其他文件項下或因此產生的權利、利益或義務全部或部分轉讓予任何其他人士（「承讓人」），無需事先通知借款人或獲按揭人及/或借款人同意，而按揭人及/或借款人須簽署及作出貸款人可能合理要求的所有轉讓、出讓、保證、行為及事宜。

14. If the Lender assigns all or any part of its rights or benefits or transfers all or any part of its obligations as provided in Clause 13, all relevant references in this Agreement to the Lender shall thereafter be construed as a reference to the Lender and/or the Assignee(s) to the extent of their

respective interests and, in the case of a transfer of all or part of the Lender's obligations, the Mortgagor and/or the Borrower shall thereafter look only to an Assignee in respect of that proportion of the Lender's obligations as corresponds to the obligations transferred to and assumed by such Assignee.

倘貸款人按第13條規定轉讓其全部或任何部分權利、利益或義務，本協議中對貸款人的所有相關提述此後須就彼等各自的權益被解釋為提述貸款人及／或承讓人。倘貸款人的全部或部分義務被轉讓，就與該承讓人獲轉讓及承擔的義務相對應部分的貸款人義務而言，此後按揭人及／或借款人僅可依賴承讓人。

15. Fees and Expenses 費用及開支

The Mortgagor and/or the Borrower is required to pay on a full indemnity basis, all stamp duty in connection with the Loan or the Mortgage, and all cost and expenses of reasonable amounts and reasonably incurred by the Lender, including legal fees in case of default in payment, and other expenses for preserving or enforcing the Lender's rights in connection with the Loan or the Mortgage.

按揭人及／或借款人須以完全彌償基準承擔貸款人因貸款或按揭產生的印花稅及就欠款合理產生的一切合理費用及開支，包括法律費用及其他為保障或行使貸款人與貸款或按揭相關的權利的開支。

16. It is hereby declared that the arrangement for the Loan and this Agreement are negotiated and completed at 17/F, Overseas Trust Bank Building, 160 Gloucester Road, Wanchai, Hong Kong.

謹此聲明，貸款安排及本協議乃於香港灣仔告士打道160號海外信託銀行大廈17樓磋商及完成。

17. The Borrower hereby acknowledges receipt from the Lender of a true copy of this Agreement, the memorandum of this Agreement together with the Form of Summary of Provisions of the MLO.

借款人謹此確認已從貸款人收到本協議、本協議備忘錄連同《放債人條例》的條文撮要的真實副本。

18. The Mortgagor and/or the Borrower declares and confirms that prior to entering into this Agreement, the Lender has made enquiry with the Mortgagor and/or the Borrower as to whether he/she/it has 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 Mortgagor and/or the Borrower for the provision of legal services solely).

按揭人及／或借款人聲明及確認在訂立本協議前，貸款人已要求按揭人及／或借款人述明他／有否因促致、洽商、取得或申請貸款，或因為保證貸款的償還，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**」)(擬按揭人及／或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)。

19. The Mortgagor and/or the Borrower hereby confirms that he/she/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 Mortgagor and/or the Borrower for the provision of legal services solely). Please refer to the Borrower's Confirmation in Appendix I annexed hereto.



按揭人及/或借款人確認無與任何第三方達成或簽訂就促致、洽商、取得或申請貸款，或因擔保或保證貸款的償還，或由於與該等事務有關的第三方協議（以上不包括按揭人及/或借款人委任的律師純粹為提供法律服務而達成或簽訂的協議）。

20. 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 jurisdictions of that or any other provision of this Agreement and that provision shall to the extent required by such law be severed from this Agreement and rendered ineffective so far as possible without modifying the remaining provision of this Agreement.

倘本協議的條文於任何司法管轄區屬於或變得非法、無效或無法強制執行，不影響本協議任何其他條文於該司法管轄區的有效性或可強制執行性或該條文或本協議任何其他條文於其他司法管轄區的有效性或可強制執行性。倘法律要求，該條文須從本協議中分割及失效，盡可能不修訂本協議的餘下條文。

21. 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, a notice received on a non-working day or after business hours will only be deemed to be given on the next working day.

本協議項下或與本協議有關的所有通知或其他通訊須以書面形式發出。任何書面通知將被視為已於交付時（如由專人送交）或以普通郵寄方式寄發通知兩日後（如以郵件發送）發出（在各情況下須向本協議所述收件人地址發出）。然而，於非工作日或營業時間後收到的通知，將僅會被視為於下一個工作日發出。

22. Zheng Siming hereby irrevocably appoint Zheng Yaqin at [REDACTED], as his process agent to receive and acknowledge on its behalf service of any writ, summons, order, judgment or other notice of legal process in Hong Kong. If for any reason the process agent named above (or its successor) no longer serves as process agent of Zheng Siming for this purpose, Zheng Siming shall promptly appoint a successor process agent and notify the Lender provided that until the Lender receive such notification, the Lender shall be entitled to treat the process agent above (or its successor) as the process agent of Zheng Siming for the purposes of this Clause. Zheng Siming agree that any such legal process shall be sufficiently served on it if delivered to such process agent for service (or its successor) at its address for the time being in Hong Kong whether or not such agent gives notice thereof to the Lender.

郑思明謹此不可撤銷地委任鄭亞欽（地址：[REDACTED]）作為其法律文件接收人，以其名義接收並確認在香港進行的任何令狀、傳票、命令、判決或其他法律程序通知。就本條而言，如果出於任何原因，上述法律文件接收人（或其繼任人）不再擔任郑思明的法律文件接收人，則該郑思明應立即委任繼任法律文件接收人並通知貸款人，直到貸款人收到該通知，貸款人有權將上述法律文件接收人（或其繼任人）視為郑思明的法律文件接收人。郑思明同意，無論該法律文件接收人是否向貸款人發出通知，上述任何法律程序文件如已送達至法律文件接收人（或其繼任人）在其當時在香港的地址，則屬已獲充分送達。

23. This Agreement supersedes all prior negotiations, representations, understanding and agreements

of the parties hereto.

本協議取代各方過往所有之談判、陳述、理解及協議。

24. Governing Law 管轄法律

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong and the Borrower, the Mortgagor and the Guarantor (if any) submit to the non-exclusive jurisdiction of Hong Kong courts.

本協議將受香港法律規管並按香港法律解釋，借款人、按揭人及擔保人（如有）服從香港法院的非專屬管轄。

25. Unless the context otherwise requires, words herein importing the masculine gender shall include the feminine and neuter and words herein in the singular shall include the plural and vice versa.

除文意另有所指外，本協議中凡指男性的文字亦指女性及不屬於男性或女性者。凡指單數的文字亦指眾數，而指眾數的字亦指單數。

26. Governing Version 管轄版本

In the event of any ambiguity, conflict or inconsistency between the English version and the Chinese version of this Agreement, the English version shall prevail.

如本協議的英文及中文版本有任何歧義、矛盾或牴觸之處，概以英文版本為準。

27. This Agreement includes the following Appendix:

此協議將附加以下之相關附件:

Appendix I Disclosure of the Existence of Third Parties by the Intending Borrower

附件I 擬借款人披露有否涉及第三方

Appendix II Memorandum pursuant to Section 18 of the Money Lenders Ordinance (Cap.163)

附件II 備忘錄 - 根據《放債人條例》(第163章)第18條

AS WITNESS the hands of the parties hereto the day and year first above written.

經見證，本協議已於本協議開首所載日期由各方簽署，以昭信守。

**SIGNED** by the Borrower )

Zheng Yaqin (holder of HKID No. [REDACTED] and )

中華人民共和國居民身份證號碼 [REDACTED] and )

formerly holder of 中華人民共和國往來港澳通行證 [REDACTED] )

由借款人鄭亞欽 (香港身份證號碼 [REDACTED] 及 )

中華人民共和國居民身份證號碼 [REDACTED] 之持有人及 )

前中華人民共和國往來港澳通行證 [REDACTED] 之持有人) 簽署 )

In the presence of:

*Li Ying*

Li Ying  
Solicitor, Hong Kong SAR  
V. HAU & CHOW



**SIGNED** by the Borrower )

Chen Yanying (holder of HKID No. [REDACTED] and )

中華人民共和國居民身份證號碼 [REDACTED] and )

formerly holder of 中華人民共和國往來港澳通行證 [REDACTED] )

由借款人陳燕英 (香港身份證號碼 [REDACTED] 及 )

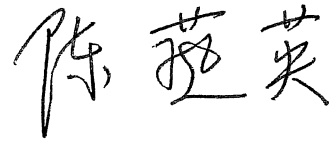
中華人民共和國居民身份證號碼 [REDACTED] 之持有人及 )

前中華人民共和國往來港澳通行證 [REDACTED] 之持有人) 簽署 )

In the presence of:

*Li Ying*

Li Ying  
Solicitor, Hong Kong SAR  
V. HAU & CHOW



**SIGNED** by the Borrower )

Zheng Siming (holder of 中華人民共和國居民身份證號碼 )

[REDACTED] and formerly holder of )

中華人民共和國護照號碼 [REDACTED] )

由借款人鄭思明 (中華人民共和國居民身份證號碼 )

[REDACTED] 之持有人及前中華人民共和國護照號碼 )

[REDACTED] 之持有人) 簽署 )

In the presence of:

*Li Ying*

Li Ying  
Solicitor, Hong Kong SAR  
V. HAU & CHOW



**SIGNED** by the Mortgagor )

Zheng Yaqin (holder of HKID No. [REDACTED] and )

中華人民共和國居民身份證號碼 [REDACTED] and )

formerly holder of 中華人民共和國往來港澳通行證 [REDACTED] )

由按揭人鄭亞欽 (香港身份證號碼 [REDACTED] 及 )

中華人民共和國居民身份證號碼 [REDACTED] 之持有人及 )

前中華人民共和國往來港澳通行證 [REDACTED] 之持有人) 簽署 )

In the presence of:

*Li Ying*

Li Ying  
Solicitor, Hong Kong SAR  
V. HAU & CHOW



**SIGNED** by the Mortgagor )

Chen Yanying (holder of HKID No. [REDACTED] and )

中華人民共和國居民身份證號碼 [REDACTED] and )

formerly holder of 中華人民共和國往來港澳通行證 [REDACTED] )

由按揭人陳燕英 (香港身份證號碼 [REDACTED] 及 )

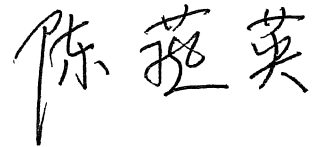
中華人民共和國居民身份證號碼 [REDACTED] 之持有人及 )

前中華人民共和國往來港澳通行證 [REDACTED] 之持有人) 簽署 )

In the presence of:

*Li Ying*

Li Ying  
Solicitor, Hong Kong SAR  
V. HAU & CHOW



**SIGNED** by the Mortgagor )

Zheng Siming (holder of 中華人民共和國居民身份證號碼 )

[REDACTED] and formerly holder of )

中華人民共和國護照號碼 [REDACTED] )) )

由按揭人鄭思明 (中華人民共和國居民身份證號碼 )

[REDACTED] 之持有人及前中華人民共和國護照號碼 )

[REDACTED] 之持有人) 簽署 )

In the presence of:

*Li Ying*

Li Ying  
Solicitor, Hong Kong SAR  
V. HAU & CHOW



**SIGNED** by Sze Ka Ming )

for and on behalf of )

the Lender )

由施嘉明簽署 )

為及代表貸款人 )



**SCHEDULE****附表****Repayment Schedule****還款時間表**

Loan	:	Hong Kong Dollars Fifty-Five Million Only
貸款	:	港幣伍仟伍佰萬元正
Interest Rate	:	9.25% per annum
利率	:	年利率玖厘貳伍
Number of Installment	:	Loan repayable in 12 successive monthly instalments
期數	:	貸款須分十二筆連續每月分期償還
First Repayment Date	:	1 December 2022
首次還款日期	:	2022 年 12 月 1 日
Last Repayment Date	:	1 November 2023
最後還款日期	:	2023 年 11 月 1 日

Tenor 期數	Due Date 供款日期	Int. Rate 年利率	Principal 本金	Interest 利息	Repay. Amount 供款金額	Balance 尚欠本金
1	2022-12-01	9.250%	0.00	423,958.33	423,958.33	55,000,000.00
2	2023-01-01	9.250%	0.00	423,958.33	423,958.33	55,000,000.00
3	2023-02-01	9.250%	0.00	423,958.33	423,958.33	55,000,000.00
4	2023-03-01	9.250%	0.00	423,958.33	423,958.33	55,000,000.00
5	2023-04-01	9.250%	0.00	423,958.33	423,958.33	55,000,000.00
6	2023-05-01	9.250%	0.00	423,958.33	423,958.33	55,000,000.00
7	2023-06-01	9.250%	0.00	423,958.33	423,958.33	55,000,000.00
8	2023-07-01	9.250%	0.00	423,958.33	423,958.33	55,000,000.00
9	2023-08-01	9.250%	0.00	423,958.33	423,958.33	55,000,000.00
10	2023-09-01	9.250%	0.00	423,958.33	423,958.33	55,000,000.00
11	2023-10-01	9.250%	0.00	423,958.33	423,958.33	55,000,000.00
12	2023-11-01	9.250%	55,000,000.00	423,958.33	55,423,958.33	0.00
Total 總額:			55,000,000.00	5,087,499.96	60,087,499.96	

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## **Appendix I**

### **附件 I**

#### **Disclosure of the Existence of Third Parties by the Intending Borrower**

#### **擬借款人披露有否涉及第三方**

**Form on Disclosure of the Existence of Third Parties by the Intending Borrower**  
**擬借款人披露有否涉及第三方的表格**

From : Zheng Yaqin  
由 : 鄭亞欽

To : LEGEND CREDIT LIMITED  
致 : 駿聯信貸有限公司

I/We, Zheng Yaqin, holder of HKID No. [REDACTED] and 中華人民共和國居民身份證號碼 [REDACTED] and formerly holder of 中華人民共和國往來港澳通行證 [REDACTED] at [REDACTED], refer to my/our application to you for a loan and hereby confirm that:

關於我／我們 鄭亞欽，香港身份證號碼 [REDACTED] 及中華人民共和國居民身份證號碼 [REDACTED] 之持有人及前中華人民共和國往來港澳通行證 [REDACTED] 之持有人（地址: [REDACTED]）向你申請貸款一事，現謹確認：

1. I/We 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/us for the provision of legal services solely);  
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（除了與我／我們的委任律師純粹為提供法律服務而達成的協議外），而

☐ have entered into or signed an agreement with a third party  
與第三方達成或簽訂了協議

☒ have not entered into or signed any agreement with any third party  
從未與任何第三方達成或簽訂任何協議

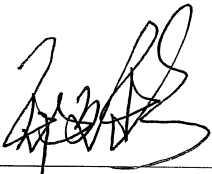
2. The name and address of the third party (if any) are as follows:

第三方的姓名／名稱及地址(如有)如下：

Name of third party 1 : \_\_\_\_\_  
第三方 1 的姓名／名稱 : \_\_\_\_\_  
Address of third party 1 : \_\_\_\_\_  
第三方 1 的地址 : \_\_\_\_\_  
Name of third party 2 : \_\_\_\_\_  
第三方 2 的姓名／名稱 : \_\_\_\_\_  
Address of third party 2 : \_\_\_\_\_  
第三方 2 的地址 : \_\_\_\_\_

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Loan No. 貸款編號: MPN021

Signature :   
簽署  
Name : Zheng Yaqin  
姓名 鄭亞欽  
Date : 17 OCT 2022  
日期



**Form on Disclosure of the Existence of Third Parties by the Intending Borrower**  
**擬借款人披露有否涉及第三方的表格**

From : Chen Yanying  
由 : 陳燕英

To : LEGEND CREDIT LIMITED  
致 : 駿聯信貸有限公司

I/We, Chen Yanying, holder of HKID No. [REDACTED] and 中華人民共和國居民身份證號碼 [REDACTED] and formerly holder of 中華人民共和國往來港澳通行證 [REDACTED] at [REDACTED], refer to my/our application to you for a loan and hereby confirm that:

關於我／我們 陳燕英，香港身份證號碼 [REDACTED] 及中華人民共和國居民身份證號碼 [REDACTED] 之持有人及前中華人民共和國往來港澳通行證 [REDACTED] 之持有人（地址: [REDACTED]）向你申請貸款一事，現謹確認：

2. I/We 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/us for the provision of legal services solely);

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（除了與我／我們的委任律師純粹為提供法律服務而達成的協議外），而

☐ have entered into or signed an agreement with a third party  
與第三方達成或簽訂了協議

☒ have not entered into or signed any agreement with any third party  
從未與任何第三方達成或簽訂任何協議

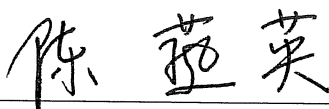
2. The name and address of the third party (if any) are as follows:

第三方的姓名／名稱及地址(如有)如下：

Name of third party 1 : \_\_\_\_\_  
第三方 1 的姓名／名稱  
Address of third party 1 : \_\_\_\_\_  
第三方 1 的地址  
Name of third party 2 : \_\_\_\_\_  
第三方 2 的姓名／名稱  
Address of third party 2 : \_\_\_\_\_  
第三方 2 的地址



Loan No. 貸款編號: MPN021

Signature :   
簽署  
Name : Chen Yanying  
姓名 陳燕英  
Date : 17 OCT 2022  
日期

**Form on Disclosure of the Existence of Third Parties by the Intending Borrower**

**擬借款人披露有否涉及第三方的表格**

From : Zheng Siming

由 : 郑思明

To : LEGEND CREDIT LIMITED

致 : 駿聯信貸有限公司

I/We, Zheng Siming, 中華人民共和國居民身份證號碼 [REDACTED] and formerly holder of 中華人民共和國護照號碼 [REDACTED] at [REDACTED], refer to my/our application to you for a loan and hereby confirm that:

關於我／我們 郑思明, 中華人民共和國居民身份證號碼 [REDACTED] 之持有人及前中華人民共和國護照號碼 [REDACTED] 之持有人 (地址: [REDACTED]) 向你申請貸款一事, 現謹確認:

3. I/We 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/us for the provision of legal services solely);

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 (除了與我／我們的委任律師純粹為提供法律服務而達成的協議外), 而

☐ have entered into or signed an agreement with a third party

與第三方達成或簽訂了協議

☒ have not entered into or signed any agreement with any third party

從未與任何第三方達成或簽訂任何協議

2. The name and address of the third party (if any) are as follows:

第三方的姓名／名稱及地址(如有)如下:

Name of third party 1 : \_\_\_\_\_

第三方 1 的姓名／名稱 : \_\_\_\_\_

Address of third party 1 : \_\_\_\_\_

第三方 1 的地址 : \_\_\_\_\_

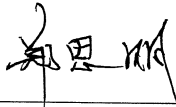
Name of third party 2 : \_\_\_\_\_

第三方 2 的姓名／名稱 : \_\_\_\_\_

Address of third party 2 : \_\_\_\_\_

第三方 2 的地址 : \_\_\_\_\_

Loan No. 貸款編號: MPN021

Signature :   
簽署  
Name : Zheng Siming  
姓名 郑思明  
Date : 17 OCT 2022  
日期

## **Appendix II**

### **附件 II**

#### **Memorandum pursuant to Section 18 of the Money Lenders Ordinance (Cap.163)**

**備忘錄 - 根據《放債人條例》(第 163 章) 第 18 條**

Loan No. 貸款編號: MPN021

Money Lenders Licence No. 0187/2022

放債人牌照編號 0187/2022

**LEGEND CREDIT LIMITED**  
**駿聯信貸有限公司**

**MEMORANDUM**  
**備忘錄**

(Pursuant to section 18 of the Money Lenders Ordinance (Cap. 163))  
(根據《放債人條例》(第 163 章) 第 18 條)

Notes 附註	Terms 條款
1.	Loan No. 貸款編號 : MPN021
2.	Date of Agreement 協議日期 : 17 October 2022 2022 年 10 月 17 日
3.	Name of Lender 貸款人名稱 : LEGEND CREDIT LIMITED 駿聯信貸有限公司
4.	Address of Lender 貸款人地址 : 17/F, Overseas Trust Bank Building, 160 Gloucester Road, Wanchai, Hong Kong 香港灣仔告士打道 160 號海外信託銀行大廈 17 樓
5.	Name of Borrower 借款人姓名 : (1) Zheng Yaqin (holder of HKID No. [REDACTED] and 中 華人民共和國居民身份證號碼 [REDACTED] and formerly holder of 中華人民共和國往來港澳通行證 [REDACTED]) 鄭亞欽 (香港身份證號碼 [REDACTED] 及中華人民共和 國居民身份證號碼 [REDACTED] 之持有人及前中 華人民共和國往來港澳通行證 [REDACTED] 之持有人) (2) Chen Yanying (holder of HKID No. : [REDACTED] and 中 華人民共和國居民身份證號碼 [REDACTED] and formerly holder of 中華人民共和國往來港澳通行證 [REDACTED]) 陳燕英 (香港身份證號碼: [REDACTED] 及中華人民共和 國居民身份證號碼 [REDACTED] 之持有人及前中 華人民共和國往來港澳通行證 [REDACTED] 之持有人) (3) Zheng Siming (holder of 中華人民共和國居民身份證號 碼 [REDACTED] and formerly holder of 中華人民 共和國護照號碼 [REDACTED]) 鄭思明 (中華人民共和國居民身份證號碼 [REDACTED] 之持有人及前中華人民共和國護 照號碼 [REDACTED] 之持有人)
6.	Address of Borrower 借款人地址 : (1) [REDACTED] [REDACTED] [REDACTED] (2) [REDACTED] [REDACTED] [REDACTED] (3) [REDACTED] [REDACTED]
7.	Name of Mortgagor : (1) Zheng Yaqin (holder of HKID No. [REDACTED] and 中

按揭人姓名	華人民共和國居民身份證號碼 [REDACTED] and formerly holder of 中華人民共和國往來港澳通行證 [REDACTED]) 鄭亞欽 (香港身份證號碼 [REDACTED] 及中華人民共和國居民身份證號碼 [REDACTED] 之持有人及前中華人民共和國往來港澳通行證 [REDACTED] 之持有人) (2) Chen Yanying (holder of HKID No. : [REDACTED] and 中華人民共和國居民身份證號碼 [REDACTED] and formerly holder of 中華人民共和國往來港澳通行證 [REDACTED]) 陳燕英 (香港身份證號碼: [REDACTED] 及中華人民共和國居民身份證號碼 [REDACTED] 之持有人及前中華人民共和國往來港澳通行證 [REDACTED] 之持有人) (3) Zheng Siming (holder of 中華人民共和國居民身份證號碼 [REDACTED] and formerly holder of 中華人民共和國護照號碼 [REDACTED]) 鄭思明 (中華人民共和國居民身份證號碼 [REDACTED] 之持有人及前中華人民共和國護照號碼 [REDACTED] 之持有人)
8. Address of Mortgagor 按揭人地址	: (1) [REDACTED] [REDACTED] [REDACTED] (2) [REDACTED] [REDACTED] [REDACTED] (3) [REDACTED] [REDACTED]
9. Drawdown Date 提取貸款日期	: 1 November 2022 2022 年 11 月 1 日
10. Maturity Date 到期日	: 1 November 2023 2023 年 11 月 1 日
11. Interest Rate 利率	: 9.25% per annum 年利率玖厘貳伍
12. Overdue Interest Rate 逾期利率	: 9.25% per annum 年利率玖厘貳伍
13. First Installment Date 首期日期	: 1 December 2022 2022 年 12 月 1 日
14. Repayment Date  還款日期	: The date in each calendar month (subsequent to the calendar month of drawdown) that numerically corresponds to the drawdown date, or (if there is no such date in a calendar month) the last day of the calendar month. If any repayment date falls on a Saturday, Sunday or public holiday, payment shall be made on the next business day. 就提取貸款當月之後的月份而言, 每月與提取貸款日期相應的日期, 或如該月份並無該相應日期, 即該月份的最後一日, 若還款日適逢週六、週日或公眾假期, 款項須於下一個營業日支付。
15. Number of Installment(s) 期數	: Loan repayable in 12 successive monthly installments 貸款須分十二筆連續每月分期償還
16. Amount of Installment 每期金額	: Refer to the Repayment Schedule in Schedule attached 見附表之還款時間表
17. Terms of Repayment	: Interest shall accrue and payable on the outstanding principal amount of the Loan monthly on each successive Repayment

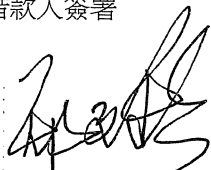
還款條款		Date
		利息須每月於每個連續還款日期就貸款未償還本金金額累計及支付
18.	Early Repayment 提前償還	: Early repayment in full or partially with prior written notice 發出事先書面通知後提前悉數或部分償還
19.	Form of Security	: Mortgage on the following property: Flat A on 71st Floor of Tower 7, The Hermitage, No. 1 Hoi Wang Road, Kowloon
保證形式		按揭-將以下物業作抵押: 九龍海泓道1號帝峯皇殿7座71樓A室
20.	Place of Negotiation and Completion 磋商及完成地點	: 17/F, Overseas Trust Bank Building, 160 Gloucester Road, Wanchai, Hong Kong 香港灣仔告士打道160號海外信託銀行大廈17樓

For and on behalf of  
代表  
Legend Credit Limited  
駿聯信貸有限公司




Sze Ka Ming  
Director

Acknowledged receipt by the Borrower  
借款人簽署



Name: Zheng Yaquin  
姓名: 鄭亞欽  
香港身份證號碼: [REDACTED]  
中華人民共和國居民身份證號碼:  
[REDACTED] and  
前中華人民共和國往來港澳通行證: [REDACTED]  
In the presence of:

  
Li Ying  
Solicitor, Hong Kong SAR  
V. HAU & CHOW  
Acknowledged receipt by the Borrower  
借款人簽署

Acknowledged receipt by the Borrower  
借款人簽署



Name: Chen Yanying  
姓名: 陳燕英  
香港身份證號碼: [REDACTED]  
中華人民共和國居民身份證號碼:  
[REDACTED] and  
前中華人民共和國往來港澳通行證: [REDACTED]  
In the presence of:

  
Li Ying  
Solicitor, Hong Kong SAR  
V. HAU & CHOW

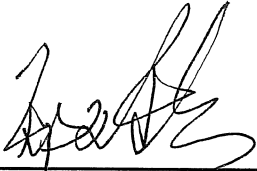


Name: Zheng Siming  
姓名: 鄭思明  
中華人民共和國居民身份證號碼:  
[REDACTED]  
前中華人民共和國護照號碼: [REDACTED]  
In the presence of:

  
Li Ying  
Solicitor, Hong Kong SAR  
V. HAU & CHOW



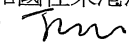
Acknowledged receipt by the Mortgagor  
按揭人簽署



Name: Zheng Yaqin  
姓名: 鄭亞欽  
香港身份證號碼: [REDACTED]  
中華人民共和國居民身份證號碼: [REDACTED]

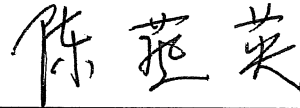
and  
前中華人民共和國往來港澳通行證: [REDACTED]

In the presence of:

  
Li Ying  
Solicitor, Hong Kong SAR  
V. HAU & CHOW

Acknowledged receipt by the Mortgagor  
按揭人簽署


Acknowledged receipt by the Mortgagor  
按揭人簽署




Name: Chen Yanying  
姓名: 陳燕英  
香港身份證號碼: [REDACTED]  
中華人民共和國居民身份證號碼: [REDACTED]

and  
前中華人民共和國往來港澳通行證: [REDACTED]

In the presence of:


  
Li Ying  
Solicitor, Hong Kong SAR  
V. HAU & CHOW



Name: Zheng Siming  
姓名: 鄭思明  
中華人民共和國居民身份證號碼: [REDACTED]

前中華人民共和國護照號碼: [REDACTED]

In the presence of:

  
Li Ying  
Solicitor, Hong Kong SAR  
V. HAU & CHOW

**Summary of Provisions of the Money Lenders Ordinance 《放債人條例》條文撮要**

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。

**Summary of Part III of the Ordinance - Money lenders transactions**

**《放債人條例》第 III 部撮要-放債人進行的交易**

Section 18 sets out the requirements relating to loans made by a money lender. Unless a written note/memorandum containing all terms of the agreement including the terms of repayment, the form of security and the rate of interest signed personally by the borrower within 7 days after making of the agreement and before the money is lent, and a copy of such signed note/memorandum is given to the borrower, with a copy of this summary, at the time of signing, such agreement will be unenforceable, except where a court is satisfied that it would be unjust not to enforce it.

條例第 18 條列出關於放債人作出貸款的規定。除非借款人在協議訂立後的 7 天內及於款項貸出前簽署的一份載有協議的詳盡細則，包括還款條款、保證形式及利率的摘記／備忘錄，連同本撮要一份給予借款人，否則協議不得予以強制執行，但法庭信納不強制執行協議並不公平則除外。

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 the 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注文字，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。

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。

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 Gazette in force under section 33A(4) of the Ordinance.

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。

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.

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 部撮要- 過高利率

Section 24 fixes the maximum effective rate of interest on any loan at 60% 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 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. This 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 or, in respect of any such loan, to any person who makes the loan.

本條例第 24 條釐定任何貸款的最高實際利率為年息 60%("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 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 48% 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 or, in respect of any such loan, to any person who makes that loan.

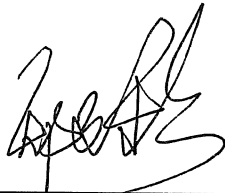
本條例第 25 條訂定，在強制執行貸款協議或強制執行貸款保證的法庭法律程序中，或在借款人本人或保證人本人向法庭申請濟助時，法庭可查察該協議的條款，以視該等條款是否極之不公平或利率過高(實際利率如超逾年息 48% 或立法會所訂的其他利率，即可單憑該理由而推定該利率過高)，而法庭在顧及所有情況後，可將該協議的條款更改，使其對協議各方均公平。對於向繳足款股本不少於 \$1,000,000 的公司作出的貸款或作出如此貸款的人，本條並不適用。

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The Borrower acknowledges and confirms receipt from the Lender upon signing of the Loan Agreement:  
借款人承認及確認於簽署本協議時從貸款人收到:

- i. copy of the Loan Agreement dated 17 October 2022;  
日期為 2022 年 10 月 17 日的貸款協議副本;
- ii. copy of the Memorandum of the Loan Agreement made pursuant to section 18 of the Money Lenders Ordinance (Cap. 163); and  
根據《放債人條例》(第 163 章)第 18 條作出的貸款協議備忘錄副本;及
- iii. copy of the Summary of Provisions of the Money Lenders Ordinance (Cap.163)  
《放債人條例》(第 163 章)的條文撮要副本

Acknowledged receipt by the Borrower  
借款人簽署



Name: Zheng Yaqin

姓名: 鄭亞欽

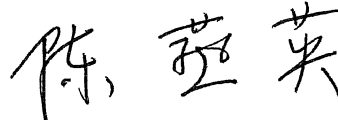
香港身份證號碼: [REDACTED]

中華人民共和國居民身份證號碼:

[REDACTED] and

前中華人民共和國往來港澳通行證: [REDACTED]

Acknowledged receipt by the Borrower  
借款人簽署



Name: Chen Yanying

姓名: 陳燕英

香港身份證號碼: [REDACTED]

中華人民共和國居民身份證號碼:

[REDACTED] and

前中華人民共和國往來港澳通行證: [REDACTED]

Acknowledged receipt by the Borrower  
借款人簽署



Name: Zheng Siming

姓名: 鄭思明

中華人民共和國居民身份證號碼:

[REDACTED]  
前中華人民共和國護照號碼: [REDACTED]

The Mortgagor acknowledges and confirms receipt from the Lender:  
按揭人承認及確認從貸款人收到:

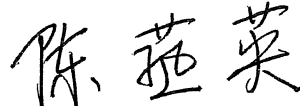
- i. copy of the Loan Agreement dated 17 October 2022;  
日期為 2022 年 10 月 17 日的貸款協議副本;
- ii. copy of the Memorandum of the Loan Agreement made pursuant to section 18 of the Money Lenders Ordinance (Cap. 163);  
根據《放債人條例》(第 163 章)第 18 條作出的貸款協議備忘錄副本;
- iii. copy of the Summary of Provisions of the Money Lenders Ordinance (Cap.163);  
《放債人條例》(第 163 章)的條文撮要副本; 及
- iv. copy of the Repayment Schedule duly signed by the Lender.  
貸款人簽署之還款時間表副本。

Acknowledged receipt by the Mortgagor  
按揭人簽署



Name: Zheng Yaqin  
姓名: 鄭亞欽  
香港身份證號碼: [REDACTED]  
中華人民共和國居民身份證號碼:  
[REDACTED] and  
前中華人民共和國往來港澳通行證: [REDACTED]

Acknowledged receipt by the Mortgagor  
按揭人簽署



Name: Chen Yanying  
姓名: 陳燕英  
香港身份證號碼: [REDACTED]  
中華人民共和國居民身份證號碼:  
[REDACTED] and  
前中華人民共和國往來港澳通行證: [REDACTED]

Acknowledged receipt by the Mortgagor  
按揭人簽署



Name: Zheng Siming  
姓名: 鄭思明  
中華人民共和國居民身份證號碼:  
[REDACTED]  
前中華人民共和國護照號碼: [REDACTED]