

DATED the 11 day of November 2024

JOY WEALTH FINANCE LIMITED
(寶欣財務有限公司)
("Lender")

and

The companies set out in Schedule 1
(collectively "Borrowers" and severally "Borrower")

and

YAN LI
(闫立)
("Guarantor")

**REVOLVING LOAN FACILITY
AGREEMENT**

CHEUNG, CHAN & CHUNG
(Ref: WWK/55403/2024)

THIS AGREEMENT is made on the 11 day of November, 2024

BETWEEN:-

- (1) **JOY WEALTH FINANCE LIMITED** (寶欣財務有限公司), a company incorporated under the laws of Hong Kong having its registered office at Shop T127, 3/F, The Capital, 61-65 Chatham Road South, Tsimshatsui, Kowloon, Hong Kong (“**Lender**”);
- (2) The companies more particularly set out in **Schedule 1** (collectively “**Borrowers**” and severally “**Borrower**”); and
- (3) **YAN LI** (闫立), holder of Hong Kong Identity Card No.M891271(3) of No.21, Coombe Road, The Peak, Hong Kong (“**Guarantor**”).

WHEREAS:-

- (A) The Lender is a licensed money lender carrying on money lending business in Hong Kong.
- (B) The Lender has agreed to grant to the Borrowers a revolving loan facility to the aggregate extent of HK\$30,000,000 and the Borrowers have agreed to take up the said revolving loan facility on the terms and subject to the conditions herein contained.
- (C) It is a condition of the Lender making the said revolving loan facility to the Borrowers that the Guarantor enter into the guarantee contained in this Agreement.

NOW IT IS AGREED AS FOLLOWS:-

1. INTERPRETATION

- 1.1 In this Agreement, unless the context otherwise requires:-

“**Availability Period**”

means the period from the Effective Date and up to 31 December 2027;

“**Borrowed Moneys**”

in relation to a person means:-

- (a) any indebtedness for moneys borrowed by that person;
- (b) any liability under any acceptance or credit opened on behalf of that person;
- (c) any liability under any bill of exchange or

promissory note on which that person is liable as drawer, acceptor, endorser or otherwise;

- (d) any liability under any debenture, bond, note or loan stock whatsoever issued by that person;
- (e) indebtedness in respect of any premium payable to any government or governmental department or authority by that person in respect of any property;
- (f) any liability in respect of any arrangement or commitment (whether in the form of a guarantee, indemnity, security or otherwise) entered into by that person which is designed to assure against loss by any creditor of any third party to whom any indebtedness or other liability of that third party of any of the kinds referred to in paragraphs (a) to (e) above is owed;

“Business Day”

means a day on which banks in Hong Kong are generally open for business other than:-

- (a) a Saturday; or
- (b) a “general holiday” as defined in Section 2 of the General Holidays Ordinance (Cap.149 of the Laws of Hong Kong), or one of the days specified from time to time in the schedule to that Ordinance as being “general holidays” under Section 3 thereof; or
- (c) a day on which a black rainstorm warning or tropical cyclone warning signal number 8 or above is hoisted in Hong Kong at any time between 9:00 a.m. and 12:00 noon and is not lowered at or before 12:00 noon; or
- (d) a day on which “extreme conditions” caused by super typhoons is announced by the government of Hong Kong,

and **“Business Days”** shall be construed accordingly;

“Certified Copy”	means copy certified as being true and complete copy of the original by a director of the Company and “Certified Copies” shall be construed accordingly;
“Covenantors”	means the Borrowers and the Guarantor and “Covenantor” means any of them;
“Disposal”	means, any sale, pre-sale, assignment, exchange, transfer, concession, loan, lease, surrender of lease, tenancy, licence, direct or indirect reservation, waiver, compromise, release, dealing with or in or granting of any option, right of first refusal or other right or interest whatsoever or any agreement for any of the same and “Dispose” means to make or to agree to make any Disposal;
“Drawing”	means a drawing under the Facility pursuant to Clause 4;
“Drawdown Date”	means the date on which a Drawing shall be made;
“Effective Date”	means 1 January 2025 or the date on which all conditions set out in Clause 3.1 and Clause 3.3 shall have been fulfilled or waived (to the extent permissible) by the Lender, whichever shall last occur;
“Encumbrance”	means any mortgage, charge, pledge, lien, hypothecation or other encumbrances, priority or security interest, right of first refusal, deferred purchase, title retention, leasing, sale-and-leaseback arrangement whatsoever over or in any property, assets or rights of whatsoever nature or any agreement for any of the same and “Encumbrances” shall be construed accordingly;
“Event of Default”	means any one of the events of default as specified in Clause 10;
“Facility”	means the revolving loan facility mentioned in Recital (B) and as more particularly provided for in Clause 2;
“Final Repayment Date”	means 31 December 2027;

“Guaranteed Obligations”	means all covenants, agreements, conditions and provisions expressed or implied on the part of the Covenantors to be performed, observed or complied with under the Security Documents;
“Hong Kong”	means the Hong Kong Special Administrative Region of The People’s Republic of China;
“HK Dollars” or “HK\$”	means Hong Kong dollars, the lawful currency of Hong Kong;
“Interest Payment Date”	means the last date of any Interest Period;
“Interest Period”	means in relation to a Borrower and the part of the Loan drawn by such Borrower, the First Interest Period or the Other Interest Period, as the case may be;
“First Interest Period”	means in relation to a Borrower and the part of the Loan drawn by such Borrower, the period of six (6) months commencing from the Drawdown Date of the Loan drawn by such Borrower provided that if the period would otherwise end on a day which is not a Business Day, the period shall end on the preceding Business Day;
“Other Interest Period”	means in relation to a Borrower and the part of the Loan drawn by such Borrower, the successive period of six (6) months each with the first period commencing from the day following the expiration of the First Interest Period with the last period thereof ending on the Final Repayment Date irrespective whether such last period is of a duration of six (6) months provided that if any such period would otherwise end on a day which is not a Business Day, the period shall end on the preceding Business Day;
“Listing Rules”	means the Rules Governing the Listing of Securities on the Stock Exchange
“Loan”	means the total principal amount for the time being outstanding under the Facility;
“Long Stop Date”	means 16 January 2025 or such later date as shall be agreed between the Lender, the

	Borrowers and the Guarantor in writing;
“MLO”	means Money Lenders Ordinance (Cap. 163)
“Notice of Drawing”	means the notice of drawing to be signed by the relevant Borrower in relation to the Facility in substantially the form set out in <u>Appendix 1</u> ;
“Secured Indebtedness”	means the Loan together with all interest accrued thereon and all other sums and costs whatsoever which may from time to time be or become due and payable by any Covenantor pursuant to any of the Security Documents;
“Security Documents”	means this Agreement, and any further arrangements and documents which may hereafter be made or entered into as security for the Secured Indebtedness and any other documents pursuant thereto and in connection therewith and “Security Document” means any of the above documents; and
“Stock Exchange”	means The Stock Exchange of Hong Kong Limited
“Subsidiary”	has the same meanings as defined in the Companies Ordinance (Cap. 622 of the Laws of Hong Kong).

- 1.2 The headings in this Agreement are inserted for convenience only and shall be ignored in construing this Agreement. Unless the context otherwise requires, words denoting the singular number only shall include the plural and vice versa. The words “written” and “in writing” include printing, engraving, lithography or other means of visible reproduction. Words importing the neuter gender only shall include the masculine gender and feminine gender and vice versa.

- 1.3 Reference in this Agreement to:-

an “agreement” also includes a concession, contract, deed, franchise, licence, treaty or undertaking and any waiver or release (in each case, whether oral, written, implied or by operation of law);

the “assets” of any person shall be construed as a reference to the whole or any part of its business, undertaking, property, assets, rights and revenues (including any right to receive revenues);

a “consent” also includes an approval, authorisation, exemption, filing, licence, order, permission, recording or registration, and references to “obtaining consents” shall be construed accordingly;

a “directive” includes any present or future directive, regulation, request, requirement, or credit restraint programme (in each case, whether or not having the force of law);

“law” includes common or customary law and any constitution, decree, judgment, legislation, order, ordinance, regulation, statute, treaty or other legislative measure, in each case of any jurisdiction whatever (and “lawful”, “unlawful”, “legal” and “legally” shall be construed accordingly);

“month” means a period calculated from any specified day to and including the day numerically corresponding to such specified day (or, if there shall be no day numerically corresponding to such specified day, the last day) in the relevant subsequent calendar month;

a “person” includes any individual, company, corporation, firm, partnership, joint venture, association, organisation or trust (in each case, whether or not having separate legal personality) and references to any of the same shall include a reference to the others;

“tax(es)” includes any present or future tax, levy, impost, duty, charge, fee, deduction or withholding of any nature and whatever called, by whomsoever, on whomsoever and wherever imposed, levied, collected, withheld or assessed;

provisions of statutes, any law, directive or agreement shall be to the same as from time to time re-enacted, amended or modified (as the case may be) and without prejudice to any provision in this Agreement concerning the same;

Clauses, Schedules and Appendices are references to clauses of, schedules and appendices to this Agreement;

a sub-clause and a paragraph is, unless otherwise stated, a reference to the relevant sub-clause and paragraph of the clause and sub-clause in which the reference appears;

any party to the this Security Documents or any other agreement shall be to it and its permitted successors, assigns and personal representatives;

any collective definition shall be to the persons or things comprising it as a whole or to any one or more of them; and

all interests herein are simple interests unless otherwise expressly stated so.

2. THE FACILITY AND PURPOSE

2.1 The Lender hereby agrees to make available to the Borrowers a revolving loan facility to the aggregate extent of HK\$30,000,000 (HK Dollars \$30,000,000) upon the following terms and conditions:

- (a) subject to the provisions of this Agreement, each Borrower may during the Availability Period make multiple Drawings upon giving to the Lender the

relevant Notice of Drawing not less than 14 Business Days prior to the proposed day of Drawing (which shall be a Business Day) or such shorter period as shall be agreed by the Lender provided that:

- (i) each Drawing shall be in the minimum sum of HK\$500,000 and in integral multiples of HK\$100,000 thereof, subject to the availability as determined at the Lender's discretion; and
- (ii) the total amount of principal sum outstanding under the Facility shall not exceed HK\$30,000,000.

3. AVAILABILITY

3.1 The Facility will become available to the Borrowers (on the terms and subject to the conditions of this Agreement) when the Lender shall have received and found satisfactory in form and substance: -

- (a) Certified Copy of the Certificate of Incorporation (or equivalent document under the jurisdiction in which the relevant Borrower shall be incorporated) of each Borrower;
- (b) Certified Copy of the Articles of Association (or equivalent document under the jurisdiction in which the relevant Borrower shall be incorporated) of each Borrower;
- (c) the Security Documents duly executed by the relevant Covenantor(s);
- (d) a certificate issued by a director of each Borrower as at the date of this Agreement certifying the composition of the shareholder(s) and director(s) of the relevant Borrower as at the date of this Agreement;
- (e) evidence that all necessary filings, registrations and other formalities have been or will be completed, or all necessary documentation has been delivered to the Lender to enable the Lender to complete all such formalities, in order to perfect the security constituted or intended to be constituted by the Security Documents and to ensure that this Agreement and other Security Documents (if any) are valid and enforceable in Hong Kong;
- (f) such form(s), note(s), memorandum and document(s) as shall be required to be executed or provided by the Covenantors under the MLO;
- (g) any other arrangements and documentation as shall in the absolute discretion of the Lender deem necessary to secure the Secured Indebtedness and to perfect the security in the Security Documents provided.

3.2 The Lender shall be entitled to waive any of the conditions set out in Clause 3.1 (a), (b) and (d) subject to such undertakings to be complied with by the relevant Borrower and other Covenantor(s) as the Lender may in its absolute discretion

impose.

- 3.3 Notwithstanding anything herein contain, this Agreement shall be conditionally upon the approval of the transactions contemplated herein at the special general meeting of Zhong Ji Longevity Science Group Limited (Stock Code: 767) pursuant to the provisions of the Listing Rules on connected transactions and the Stock Exchange having raised no objection to the transactions contemplated herein on or before the Long Stop Date.

4. DRAWING

4.1 Subject to:-

- (a) the conditions set out in Clause 3.1 having been satisfied or waived under Clause 3.2;
- (b) no Event of Default having occurred and no event having occurred which, with the giving of notice and/or the lapse of time and/or upon the fulfilment of any other condition, would constitute an Event of Default;
- (c) all the representations, warranties and undertakings contained in Clauses 9 and 10 being true, correct and fully observed as though the same had been made as of each Drawdown Date;

a Drawing under the Facility may be made on any Business Day during the Availability Period provided that:-

- (i) the provisions of Clause 2.1(a) shall be complied with;
- (ii) the Lender shall be entitled to deduct from the relevant Drawing any banking charges and the costs and expenses payable by the relevant Borrower under Clause 13;
- (iii) the Lender shall not be obliged to make any advance upon the occurrence of any Event of Default; and
- (iv) the Lender may waive any of the conditions set out in this Clause 4.1 on such conditions as the Lender may in its absolute discretion deem fit.

5. INTEREST

- 5.1 The Borrowers shall pay interest on the Loan in accordance with the provisions of this Clause 5.
- 5.2 The rate of interest applicable to the Loan shall be 10% per annum.
- 5.3 Interest shall be paid by the Borrowers in arrears on each Interest Payment Date.
- 5.4 The amount of interests payable on the Loan and in accordance with the foregoing provisions shall be paid in HK Dollars and shall be calculated on the

basis of the actual number of days elapsed and on the basis of a 365-day year.

- 5.5 If any Borrowers fail to pay any sum payable under this Agreement when due, such Borrower shall pay interest on such sum from the due date up to the date of actual payment at a rate which is 10% per annum above the rate specified in Clause 5.2. Such default interest shall be compounded monthly and payable on demand.

6. REPAYMENT AND PREPAYMENT

- 6.1 Each Borrower shall repay the part of the Loan drawn by it together with all outstanding interests accrued (if any) and any other moneys due or owing under the Security Documents in full on the Final Repayment Date.

- 6.2 For the avoidance of doubt:

- (a) each Borrower shall be solely responsible for the repayment of the part of the Loan drawn by it together with all interests accrued thereon and other sums payable in connection therewith under the Security Documents;
- (b) no Borrower shall be liable for the repayment of any part of the Loan drawn by any other Borrower (together with interests accrued thereon and other sums payable in connection therewith) under the Loan Agreement; and
- (c) this Clause 6.2 shall not affect or limit in any way: (i) the joint and several liability of the Borrowers under Clause 12 (EXPENSES AND FEES); and (ii) the obligations of the Guarantor under Clause 13 (GUARANTEE).

- 6.3 Notwithstanding anything contained herein, the Loan shall be repayable on demand by the Lender. Upon such demand being made, the relevant Borrower shall immediately repay the part of the Loan drawn by it together with all accrued interest and other sums payable under the Security Documents.

- 6.4 Each Borrower may repay the whole or any part of an advance drawn by it without any penalty on any Interest Payment Date, provided that:

- (a) the Borrowers shall give not less than seven (7) Business Days' prior written notice to the Lender of its intention to repay such advance;
- (b) any partial repayment shall be in the minimum amount of HK\$500,000 and in integral multiples of HK\$100,000; and
- (c) the amount repaid pursuant to this Clause can be redrawn from time to time under the Facility subject to the provisions of Clause 2.1(a) and other provisions hereof. The total amount of principal sum outstanding under the Facility shall not at any time exceed HK\$30,000,000.

7. PAYMENT

- 7.1 All payments by any Borrower hereunder shall be made in immediately available HK Dollars funds to a HK Dollars account maintained by the Lender or such other person as shall be nominated by the Lender with such bank and in such location as specified by the Lender from time to time and delivered to the Lender not later than 11:00 a.m. (Hong Kong time) on the day on which the relevant payment is due under the terms of this Agreement. All payments shall be free and clear of and without deduction for any present and future income, stamp and other taxes, levies, imposts, duties, charges, fees, deductions, withholdings, restrictions or conditions of any nature now or hereafter imposed by or within Hong Kong or any other relevant jurisdictions. Should any such payment be made subject to any such taxes or other levies as aforesaid, all such taxes and other levies as aforesaid shall be borne by the relevant Borrower and such Borrower shall pay to the Lender such additional amount as the Lender may require to enable the Lender to receive a net amount equal to the full amount payable hereunder.
- 7.2 When any payments under this Agreement would otherwise be due on a date which is not a Business Day, the due date for payment shall be the preceding Business Day.

8. REPRESENTATIONS AND WARRANTIES

- 8.1 Each Covenantor hereby represents and warrants to the Lender as follows:-
- (a) it is duly incorporated and validly existing under the laws of the jurisdiction in which it was established and it has full power and authority to own his/its assets and to carry on its business provided that this sub-clause (a) shall not be applicable to the Guarantor;
 - (b) it/he has full legal right, power and authority to execute and deliver the Security Documents to which it/he is a party and to undertake and perform the obligations and/or create the security on its/his part herein and/or therein provided for and in case of the Borrowers to borrow the full amount available hereunder and has taken all necessary corporate and other actions to authorise such execution and delivery and the performance of such obligations and/or the creation of such security and all borrowing (in case of the Borrowers) hereunder;
 - (c) the Security Documents will, when executed and delivered, constitute its valid and legally binding obligations respectively enforceable in accordance with their respective terms (subject to the application of bankruptcy or other laws affecting creditors' rights generally) and, upon such execution and delivery as aforesaid, the Security Documents will create valid and effective security in accordance with their respective terms;
 - (d) the execution, delivery and performance of the Security Documents do not

and will not exceed any power granted to it by or violate any provision of (1) any law or regulation or any order or decree or directive of any governmental authority, agency or court to which it/he is subject or (2), in case of the Borrowers, its Memorandum and Articles of Association or similar constitutional documents or (3) any mortgage, charge, deed, contract or other undertaking or instrument to which it/he is a party or which is binding upon it/him or any of its/his assets, and will not result in the creation or imposition of, or any obligation to create or impose, any mortgage, charge, pledge, lien or encumbrance of any nature whatsoever on any of its/his assets or revenues;

- (e) no consents, licences, approvals, authorisations or exemptions of any governmental or other regulatory authority, bureau or agency are required on the its/his part for or in connection with the validity, performance or enforceability of the Security Documents;
- (f) no Event of Default has occurred and no event has occurred which, with the giving of notice and/or the lapse of time and/or upon the fulfilment of any other condition, would constitute an Event of Default;
- (g) it is not in breach of or in default under any law, directive or order applicable to it/him, or under any agreement or other instrument (whether in relation to the Loan or otherwise) to which it/he is a party or by which it or any of its/his properties or other assets may be bound or affected, breach of or default under which might materially and adversely affect its ability to perform its/his obligations under the Security Documents to which it/he is a party;
- (h) there are no proceedings pending before any court, tribunal, arbitrator, government agency or administrative body against or threatened against it or any of its/his assets which if adversely determined could or might result in any material adverse change in its/his business or condition (financial or otherwise) or its/his ability to pay, if due, any sums and/or to perform any obligations required by the terms and conditions of the Security Documents;
- (i) no event has occurred or will occur which will adversely affect its financial situation and any Subsidiary (if any and in case only of the Borrowers);
- (j) the representations and warranties contained in the preceding sub-clauses will be true, correct and fully observed as though made on and as of each Drawdown Date with reference to the facts and circumstances subsisting on each such date.

9. UNDERTAKINGS

- 9.1 Each Covenantor hereby covenants and undertakes with the Lender that while the Facility is available for drawing and for so long thereafter as the Loan or any

other sum owing hereunder remains outstanding, it/he will: -

- (a) supply to the Lender:-
 - (i) its/his current financial information and other information as the Lender may from time to time request within fourteen (14) days after such request; and
 - (ii) promptly on request, such additional financial or other information relating to it as the Lender may from time to time reasonably request;
 - (b) procure proper records and books of account in respect of its/his business to be kept and procure permission be given to the Lender and/or any professional consultants appointed by the Lender at all reasonable times to inspect and examine such records and books of account at the request of the Lender from time to time;
 - (c) forthwith notify the Lender in writing of any litigation, arbitration or administrative proceedings which are brought against it/him or, to its/his knowledge, is threatened;
 - (d) notify the Lender in writing as soon as it/he becomes aware of the same of any occurrence which might adversely affect its/his ability or the ability of any of the Covenantors to perform its/his or their respective obligations under the Security Documents and, without prejudice to the generality of the foregoing, notify the Lender of any Event of Default or of any event which, with the giving of notice and/or the lapse of time and/or the Lender making any necessary determination under Clause 10, might constitute an Event of Default;
 - (e) pay all stamp duties (if any) assessed to be payable on any of the Security Documents within the time prescribed for payment therefor;
 - (f) comply in all material aspects with the requirements of all applicable laws, directives, rules, regulations, orders and decrees of any administrative, governmental or judicial authority or organization or body; and
 - (g) ensure that its/his obligations under the Security Documents to which it is a party shall rank at least pari passu with its unsecured indebtedness and obligations.
- 9.2 Each Borrower undertakes that it would not claim any tax deduction, allowance or benefit in connection with all interests, fees and other moneys paid under this Agreement and would not make any tax return to the Inland Revenue Department or other tax authority claiming such deduction, allowance or benefit.
- 9.3 In addition to the execution and delivery of the Security Documents pursuant hereto, the Covenantors jointly and severally undertake to the Lender to execute such further security and make such arrangement(s) as shall be required by the Lender from time to time in the Lender's absolute discretion before the Final

Repayment Date.

10. EVENTS OF DEFAULT

10.1 Each of the following events shall be an Event of Default :-

- (a) if any Borrower shall fail to pay any principal, interest, or any other sum payable under any of the Security Documents on the date on which the same is due and payable under any of the Security Documents, or in the case of any sum expressed to be payable on demand, forthwith upon any such demand for the payment thereof being made; or
- (b) if any Covenantor shall fail to perform or observe any of his/its obligations, undertakings and agreements under any of the Security Documents; or
- (c) if any representation, warranty or undertaking made or deemed to be made by any Covenantor under any of the Security Documents, or in any notice, certificate, instrument, document or statement contemplated hereby or thereby or made or delivered pursuant hereto or thereto is or proves to have been untrue or inaccurate in any respect; or
- (d) if in respect of any Covenantor:-
 - (i) any loan, guarantee, indemnity or other indebtedness or obligation for Borrowed Moneys shall become or be declared or become capable (all grace period, if any, having expired) of being declared due prematurely by reason of a default in his/its obligations in respect of the same, the Lender shall determine that in its opinion the occurrence of such event is material; or
 - (ii) he/it shall fail to make any payment in respect of such loan guarantee, indemnity or other indebtedness or obligation for Borrowed Moneys on the due date for such payment, or
 - (iii) the security for any such loan, guarantee, indemnity or other indebtedness or obligation for Borrowed Moneys shall become enforceable; or
 - (iv) any order shall be made by a competent court or other appropriate authority or any resolution shall be passed for bankruptcy, liquidation, winding up or dissolution of the Borrowers or for the appointment of a liquidator, receiver, trustee or similar official of him/it or of all or a substantial part of his/its assets otherwise than (1) (except in the case of an individual) for the purposes of amalgamation, merger or reconstruction, the terms of which have previously been approved by the Lender or (2) in the case only of any Subsidiary of the relevant Borrower, by way of a members' voluntary winding up where the surplus attributable to the shareholders are distributed to such shareholders; or

- (v) a distress or execution shall be levied or enforced upon or sued out against any of its/his chattels, properties, or assets and shall not be discharged or stayed or in good faith contested by action within thirty (30) days thereafter; or
- (vi) he/it shall stop payment to creditors generally or shall be unable to pay his/its respective debts within the meaning of any applicable legislation relating to insolvency, bankruptcy, liquidation or winding up, or (except in the case of an individual) shall cease or threaten to cease substantially to carry on business (except for the purposes of amalgamation, merger or reconstruction the terms of which have been approved by the Lender); or
- (e) if it shall become impossible or unlawful for any Covenantor, to fulfil any of his/its undertakings or obligations contained in any of the Security Documents or in any other guarantee, security, instrument, agreement or document held by the Lender as security for any Borrower's obligations hereunder or for the Lender to exercise the rights or any of them vested in it under any of the aforesaid documents or otherwise; or
- (f) if anything shall be done or suffered or omitted to be done by any Covenantor in respect of any of the Security Documents which (in the opinion of the Lender) puts or may put in jeopardy the security created by any of the Security Documents or any other guarantee, security, instrument, agreement or document held by the Lender as security for the obligations of the Borrowers hereunder and, if capable of correction, shall not be corrected immediately upon receipt by the relevant Borrower of notice from the Lender requiring correction; or
- (g) if there shall occur a material adverse change in the business, assets, general condition or prospects of any Covenantor which could materially affect the ability of such Covenantor in the absolute discretion of the Lender to perform his/its obligations under any of the Security Documents.

10.2 Each Borrower shall notify the Lender forthwith in writing of any occurrence of an Event of Default or any event which, with the giving of notice and/or the lapse of time and/or upon the Lender making any necessary certification and/or determination under Clause 10.1, might constitute an Event of Default, and thereafter no further Drawing shall be permitted under the Facility unless and until the Event of Default or other event as aforesaid shall have been fully remedied to the satisfaction of the Lender.

10.3 The Lender may at any time after the happening of an Event of Default (whether or not any notice pursuant to Clause 10.2 shall have been given by the Borrowers), unless and until that Event of Default and any others shall have been fully remedied to the satisfaction of the Lender, by notice in writing to the Borrowers ("**Default Notice**") declare that the Loan and all interest and other sums payable hereunder have become immediately due and payable, whereupon the same shall become immediately due and payable and the Facility shall

automatically be cancelled.

- 10.4 Following the issue of the Default Notice by the Lender, the Lender may engage with the Borrowers in establishing a repayment plan by the Borrowers and the Guarantor acceptable to the Lender (such plan may include the provision of further securities as the Lender may in its absolute discretion think fit). Failing which, the Lender may take all actions against the Borrowers and the Guarantor as the Lender may in its absolute discretion deem appropriate.

11. CHANGES IN APPLICABLE LAW AND FORCE MAJEURE

- 11.1 If the Lender shall have determined that:-

- (a) the introduction of, or a change in, any applicable law or directive or regulation or in the interpretation thereof by any governmental or other regulatory authority charged with the administration thereof or court of competent jurisdiction makes it unlawful for the Lender to advance or maintain the Loan or any part thereof; or
- (b) there shall have occurred a force majeure (including but without limitation, the occurrence of any event or series of events of a political, economic or military nature or any crisis of international, national or local effect) resulting or likely to result in the opinion of the Lender in a material adverse change in local, national or international political, economic or financial conditions or any change in market conditions which in the opinion of the Lender is likely to materially and adversely affect the commercial efficacy or otherwise make it inadvisable or inexpedient to maintain the Loan or any part thereof,

the Lender shall forthwith give notice of such occurrence to the Borrowers and each Borrower shall forthwith prepay to the Lender the principal amount of the Loan drawn by it together with accrued interest thereon and any other amounts due to the Lender under any of the Security Documents.

12. EXPENSES AND FEES

- 12.1 The Borrowers hereby jointly and severally undertake to pay to the Lender on demand on a full indemnity basis all expenses (including, but not limited to, all legal costs and disbursements) incurred by the Lender in connection with the obtaining of legal advice in connection with the legal feasibility of the Loan and all possible security therefor, the negotiation, preparation and execution of the Security Documents and all other documents referred to therein or otherwise in connection with the Facility whether or not the Facility is drawn. The Borrowers further jointly and severally agree to reimburse to the Lender on demand all expenses (including, without limitation, all legal costs and disbursements on a full indemnity basis) incurred by the Lender in protecting any of its rights or in suing for or recovering any sum due to the Lender thereunder or enforcing or realising any security under or referred to in the Security Documents.

12.2 Without prejudice to other provisions herein, the Borrowers hereby jointly and severally undertake to pay all stamp, documentary, registration and other like duties, taxes and fees, if any, to which any of the Security Documents or any other document referred to therein or any enforcement by the Lender of its rights or security thereunder may be subject or given rise and shall jointly and severally indemnify the Lender against any and all liabilities with respect to or resulting from any delay or omission on the part of the Borrowers to pay any such duties, taxes or fees.

12.3 In case any approval or consent shall be required to be obtained by any Covenantor from the Lender in connection with the Security Documents, any costs and expenses (including but without limitation professional costs and expenses) which may be incurred by the Lender in considering or processing such approval or consent shall be borne by the Borrowers jointly and severally.

13. GUARANTEE

13.1 Guarantee

(a) The Guarantor hereby unconditionally and irrevocably guarantees to the Lender the due and punctual performance and observance of and compliance with the Guaranteed Obligations by the Covenantors and in particular and without limitation, that, if for any reason any of the Covenantors did not pay any sum payable by it to the Lender, as the case may be, by the time(s) and on the date(s) specified in the Security Documents for payment, the Guarantor will immediately, on demand by the Lender, pay that sum to the Lender.

(b) The Guarantor hereby further agrees unconditionally and irrevocably to indemnify the Lender on a full indemnity basis all loss and damage which the Lender will suffer as a result of any failure by any Covenantor to observe or perform any obligations on its part under any provision of any of the Security Documents.

13.2 Guarantor as Principal Debtor

(a) As between the Guarantor and the Lender, the Guarantor shall be liable under this Clause 13 as if he were the sole principal obligor and debtor and not merely as surety. Accordingly, the Guarantor shall not be discharged, nor shall his liabilities be affected, by anything which would discharge him or affect his liabilities if he were the sole principal obligor and debtor including but without restricting the generality of the following:-

(i) any time, indulgence, waiver or consent at any time given to any Covenantor or any other person;

(ii) any amendment to any of the Security Documents;

(iii) the making or the absence of any demand on any Covenantor or any

other person for payment or performance of obligation or discharge of liability;

- (iv) the enforcement or absence of enforcement of any provision of any of the Security Documents;
- (v) the winding up, insolvency, incapacity, disability, death (in case of a natural person), amalgamation, reconstruction or reorganization of any Covenantor;
- (vi) the illegality, invalidity or unenforceability of or any defect in any provision of any of the Security Documents or any of the obligations of any Covenantor; or
- (vii) any party to any of the Security Documents not being bound by the same for any reason whatsoever.

13.3 Guarantor's Obligations Continuing

The Guarantor's obligations under this Clause 13 are and will remain in full force and effect by way of continuing security until all Guaranteed Obligations for the time being having been duly and punctually performed, observed and complied with in full. Any cessation of the Guarantor's obligations under this Clause 13.3 shall be subject to Clause 13.5. Furthermore, the obligations of the Guarantor hereunder are additional to, and not instead of, any security or other guarantee or indemnity at any time existing in favour of the Lender, whether from the Guarantor or otherwise. The Guarantor irrevocably waives all notices and demands whatsoever.

13.4 Exercise of the Guarantor

- (a) So long as the obligations of the Guarantor under this Clause 13 remain in full force and effect in the terms of Clause 13.3:-
 - (i) any right of the Guarantor by reason of performance of his obligations under this Clause 13 to be indemnified by any Covenantor or to take the benefit of or enforce any security or other guarantee or indemnity shall be exercised and enforced by the Guarantor only in such manner and on such terms as the Lender may require; and
 - (ii) any amount received or recovered by the Guarantor as a result of any exercise of any such right shall be held in trust for and immediately paid to the Lender.

13.5 Avoidance of Payments

The Guarantor shall on demand indemnify the Lender against any cost, loss, expense or liability (including loss of profit) sustained or incurred by the Lender

as a result of it being required for any reason to refund or return all or part of any amount or right or benefit of whatever nature received or recovered by the Lender in respect of any sum, right or benefit of whatever nature receivable or recoverable or expressed to be receivable or recoverable by the Lender under any of the Security Documents.

13.6 Suspense Accounts

Any amount, right or benefit of whatever nature received or recovered by the Lender in respect of any sum, right, benefit of whatever nature receivable or recoverable, or expressed to be receivable or recoverable from the Guarantor by the Lender under any of the Security Documents (including but not limited to any amount received or recovered from under this Clause 13) may be placed in a suspense account and kept there for so long as the Lender thinks fit.

13.7 Indemnity

As a separate and alternative stipulation, the Guarantor unconditionally and irrevocably agrees that any sum, right and benefit payable, provided or given or expressed to be payable, provided or given by any Covenantor on account of the Guaranteed Obligations but which is for any reason (whether or not now existing and whether or not now known or becoming known to any party to this Agreement) not recoverable from the Guarantor on the basis of a guarantee shall nevertheless be recoverable from the Guarantor as if he were the sole principal obligor and debtor and shall be paid, provided or given by the Guarantor to the Lender on demand.

13.8 Waiver

The Guarantor irrevocably waives any right to require a proceeding first against any Covenantor and/or the realization first of any security, guarantee or indemnity. Any settlement or discharge between the Lender and the Guarantor shall be conditional upon no security, guarantee, indemnity or payment to the Lender in respect of the Guarantor's obligations on account of the Guaranteed Obligations being avoided or reduced by virtue of any provisions or enactments relating to bankruptcy, insolvency or liquidation for the time being in force, and in the event of any such avoidance or reduction the Lender shall be entitled to recover the value or amount of any such security, guarantee, indemnity or payment from the Guarantor subsequently as if such settlement or discharge had not occurred.

13.9 Warranties and Undertakings

- (a) The Guarantor declares that he has received no security for giving the guarantee under this Clause 13 and agrees that should any such security be created while any part of the obligations of any Covenantor under any Security Document remains undischarged any such security shall, unless otherwise agreed by the Lender, be held as security for the obligations of

the Guarantor hereunder and shall forthwith be deposited with the Lender accordingly. The Guarantor agrees that if default is made in observing the preceding provisions of this Clause 13.9(a), any security taken in contravention and all monies at any time received in respect thereof shall be held in trust for the Lender as security for the liability of the Guarantor to the Lender hereunder.

(b) The Guarantor hereby represents and warrants to the Lender that:-

- (i) he has all legal power and authority to enter into this Agreement and perform his obligations under this Agreement and all actions required to authorize the execution and delivery of this Agreement and the performance of his obligations hereunder have been duly taken;
- (ii) the guarantee and provisions contained in this Agreement constitute or, when so executed and delivered, will constitute legal, valid and binding obligations of the Guarantor enforceable in accordance with their terms;
- (iii) as at the date hereof, the entry into and performance of this Agreement and the transactions contemplated herein do not conflict with or result in a breach of (1) any law, judgment or regulation or any official or judicial order; or (2) any agreement or document to which the Guarantor is a party or which is binding upon him or any of his assets or revenues, nor cause any limitation placed on it to be exceeded or result in the creation or imposition of any security interest on any part of his assets or revenues pursuant to the provisions of any such agreement or document;
- (iv) no consent of, giving of notice to, or registration with, or taking of any other action in respect of any governmental authority or agency in Hong Kong or any other relevant jurisdiction or any creditor of the Guarantor is required for or in connection with the execution, validity, delivery and admissibility in evidence in the proceedings of this Agreement or the carrying out by the Guarantor of any of the transactions contemplated hereby;
- (v) no litigation, arbitration or administrative proceeding is currently taking place or pending or, to the knowledge of the Guarantor, threatened against him or his assets which would adversely affect his ability to perform his obligations under this Agreement;
- (vi) all payments to be made by him under this Agreement may be made by him free and clear of, and without deduction for, taxes and no deductions or withholdings are required to be made therefrom; and

- (vii) his obligations hereunder rank at least pari passu with all his other present and future unsecured obligations save for any obligations mandatorily preferred by law and not by contract.
- (c) The Guarantor shall promptly inform the Lender the occurrence of any event which would adversely affect his ability to perform any of his obligations under the guarantee and the provisions in this Agreement and shall supply to the Lender detailed information regarding such event as shall be requested by the Lender from time to time and in any event within five (5) days from request being made by the Lender.

14. EVIDENCE

- 14.1 The entries made in accounts maintained by the Lender in accordance with its usual practice shall, in the absence of manifest error, be conclusive evidence of the existence and amounts of the obligations of the Borrowers therein recorded.
- 14.2 A notice by the Lender as to any sum payable to it under the Security Documents and any other certificate, determination, notification or opinion of the Lender provided for in the Security Documents, shall be conclusive, save for manifest error.

15. WAIVER ETC.

- 15.1 Time shall be of the essence of this Agreement but no failure or delay on the part of the Lender in exercising any right, power or privilege under the Security Documents and no course of dealing between any Borrower and the Lender shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege under the Security Documents preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies in the Security Documents expressly provided are cumulative and not exclusive of any rights or remedies provided by law. If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity and enforceability of such provision under the law of any other jurisdiction, and of the remaining provisions of this Agreement, shall not be affected or impaired thereby.
- 15.2 This Agreement supersedes any previous agreement between the parties in relation to the Facility and each of the parties hereto acknowledges that it shall have no claim against any other party in respect of any agreement so superseded.

16. ILLEGALITY

- 16.1 If at any time any provision of this Agreement is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the

legality, validity and enforceability of the remaining provisions thereof nor the legality, validity or enforceability of such provision under the laws of any jurisdiction shall in any way be affected or impaired thereby.

17. COUNTERPARTS

- 17.1 This Agreement may be executed in any number of counterparts all of which taken together and when delivered to the Lender shall constitute one and the same instrument, and any party hereto may execute this Agreement by signing any such counterpart.

18. TRANSFERS

- 18.1 This Agreement is binding on and inures to the benefit of the parties hereto and their respective successors and assigns.
- 18.2 No Covenantor may Dispose of any or all of their rights or obligations under this Agreement.
- 18.3 The Lender may at any time Dispose to any one or more banks or other financial institutions all or any of its rights and/or obligations under this Agreement. In that event, to the extent of the rights and/or obligations so Disposed of, the disposee has the same rights and the same obligations towards the Covenantors as it would have had if it had been a party hereto with such rights and/or obligations, and the Lender ceases to the same extent to be entitled to such rights and/or is released from such obligations.

19. GOVERNING LAW

- 19.1 This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.
- 19.2 The parties hereto hereby submit to the non-exclusive jurisdiction of the courts of Hong Kong.

20. CONFIDENTIALITY

- 20.1 Each party undertakes to the other party that it/he shall (and shall procure that its agents and where applicable its officers and employees shall):
- (a) not, without the prior written consent of the other party, use or disclose to any person the terms and conditions of this Agreement; and
 - (b) make every effort to prevent the use or disclosure of the information other than as contemplated under this Agreement;

20.2 The confidentiality obligation under Clause 20.1 shall not apply to:

- (a) any information which becomes generally known to the public, other than by reason of any wilful or negligent act or omission of any party;
- (b) any information which becomes available to either party or its representatives on a non-confidential basis prior to its disclosure by the disclosing party;
- (c) any information which becomes available to either party or its representatives on a non-confidential basis from a person who, to the knowledge of such party, is not bound by a confidentiality agreement with the disclosing party or otherwise prohibited from transferring such information to such party or its representatives;
- (d) any information which is required to be disclosed pursuant to any applicable laws or any requirement of any competent governmental or statutory authority or pursuant to rules or regulations of any relevant regulatory, administrative or supervisory body (including without limitation, any relevant stock exchange or securities council);
- (e) any information which is required to be disclosed pursuant to any legal process issued by any court or tribunal whether in Hong Kong or elsewhere;
- (f) any information disclosed by the parties to their bankers, financial advisers, consultants and legal, tax or other advisers for the purpose of this Agreement provided that any such disclosure shall be limited to the fullest extent reasonably possible and such individuals to whom such information is disclosed shall be informed that the same is of a confidential nature and subject to the provisions of this Agreement;
- (g) any information disclosed by any party to their respective directors, officers, employees, agents, advisors or investors and their respective subsidiaries and/or related corporations provided that any such disclosure shall be limited to the fullest extent reasonably possible and such individuals to whom such information is disclosed shall be informed that the same is of a confidential nature and subject to the provisions of this Agreement;
- (h) the disclosure of interest as may be required under the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) and/or the Listing Rules; and
- (i) any disclosure of the names of the Borrowers as required under the Listing Rules on the Stock Exchange's website, which disclosure is hereby expressly consented to by all Borrowers.

20.3 The obligations contained in this Clause 20 shall endure, notwithstanding the termination of this Agreement, without limit in point of time except and until any

confidential information enters the public domain as set out above.

21. NOTICES

21.1 Notices under this Agreement shall be served on the parties hereto at the respective addresses or the facsimile numbers (as the case may be) shown below. Any notice required or permitted to be given hereunder shall be given in writing in the English language delivered personally or sent by post (airmail if overseas) or facsimile message (with a confirmatory transmission report or other acknowledgment of good receipt, and confirmed by a hard copy thereof personally delivered or transmitted by mail or overnight courier in accordance with this Clause) or by email to the party due to receive such notice at its address or facsimile number (as the case may be) as set out below (or such other address or facsimile number as it may have notified to the other parties in accordance with this Clause).

21.2 A notice delivered personally shall be deemed to be received when delivered and any notice sent by pre-paid recorded delivery post shall be deemed (in the absence of evidence of earlier receipt) to be received two (2) Business Days after posting and in proving the time of despatch it shall be sufficient to show that the envelope containing such notice was properly addressed, stamped and, and in the case of a facsimile message or email, shall be deemed to be received on the date of transmission (in the territory of the recipient). If a communication would otherwise be deemed to have been delivered outside normal business hours (being 9:00 a.m. to 5:00 p.m. on a Business Day) in the time zone of the territory of the recipient under the provisions of this Clause 21.2, it shall be deemed to have been delivered at the next opening of business in the territory of the recipient. Any party may change its address for purposes hereof by not less than five (5) Business Days' notice as aforesaid to the other parties.

(c) For the purpose of delivery of notices under this Agreement, the address, the email address and the addressee of the Lender are:-

Address : 香港九龍灣宏光道 8 號創豪坊 2 樓 220 室 Room 220, 2/F., Mega Cube, No.8 Wang Kwong Road, Kowloon Bay, Kowloon, Hong Kong

Email : info@zhongji.com.hk

(d) For the purpose of delivery of notices under this Agreement, the address of Borrower 1 is:-

Address : 30/F Harbourside HQ, 8 Lam Chak Street, Kowloon Bay, Kowloon, Hong Kong

(e) For the purpose of delivery of notices under this Agreement, the address of Borrower 2 is:-

Address : 30/F Harbourside HQ, 8 Lam Chak Street, Kwoloon Bay,
Kowloon, Hong Kong

- (f) For the purpose of delivery of notices under this Agreement, the address of Borrower 3 is:-

Address : 30/F Harbourside HQ, 8 Lam Chak Street, Kwoloon Bay,
Kowloon, Hong Kong

- (g) For the purpose of delivery of notices under this Agreement, the address of Borrower 4 is:-

Address : 30/F Harbourside HQ, 8 Lam Chak Street, Kwoloon Bay,
Kowloon, Hong Kong

- (h) For the purpose of delivery of notices under this Agreement, the address of the Guarantor is:-

Address : 30/F Harbourside HQ, 8 Lam Chak Street, Kwoloon Bay,
Kowloon, Hong Kong

22. LEGAL REPRESENTATION

- 22.1 Messrs. Cheung, Chan & Chung represent only the Lender in the Security Documents. The Covenantors shall seek independent legal advice in relation to the Security Documents and the subject matters thereof.

23. MLO

- 23.1 This Agreement constitutes a note or memorandum under section 18(1)(a) of MLO.
- 23.2 Each of the Lender and the Covenantors declares that the place of negotiation and completion of this Agreement is held at the office of the Lender at Room 220, 2/F., Mega Cube, No.8 Wang Kwong Road, Kowloon Bay, Kowloon, Hong Kong .
- 23.3 Notwithstanding the other clauses of this Agreement, nothing herein shall require any Borrower to pay any amount the inclusion of which will result in the “effective rate” (as defined in the MLO) in relation to the interest applicable to this Agreement exceeds 48% per annum.

24. THIRD PARTY RIGHTS

- 24.1 Subject to Clause 25.3, a person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623) (the “**Third Parties Ordinance**”) to enforce to enjoy the benefit of any term of this Agreement.

- 24.2 Notwithstanding any term of this Agreement, the consent of any person who is not a party to this Agreement is not required to rescind or vary this Agreement at any time.
- 24.3 Any director, officer, employee, affiliate or agent of the Lender may, by virtue of the Third Parties Ordinance, rely on any provision of this Agreement (including without limitation any indemnity, limitation or exclusion of liability) which expressly confers rights or benefits on that person.

[The Rest of the Page is Intentionally Left Blank.]

IN WITNESS whereof this Agreement has been duly executed by all the parties hereto the day and year first above written.

Lender

SIGNED by Lau Hoi Wang, director)
duly authorised and for and on behalf of)
JOY WEALTH FINANCE LIMITED)
in the presence of:- Yeung Yuk Hong)



For and on behalf of
JOY WEALTH FINANCE LIMITED
寶欣財務有限公司

.....
Authorized Signature(s)

Borrower 1

SIGNED by Yan Li, director)
duly authorised and for and on behalf of)
ZHONG JI 1 INTERNATIONAL MEDICAL)
GROUP (HONG KONG) LIMITED)
in the presence of:- Kdm NAM CHUNG)

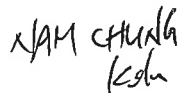


For and on behalf of
Zhong Ji 1 International Medical Group (Hong Kong) Limited
香港中基1號國際醫療集團有限公司

.....
Authorized Signature(s)

Borrower 2

SIGNED by Yan Li, director)
duly authorised and for and on behalf of)
ZHONG JI 1 LONGEVITY MEDICAL GROUP)
LIMITED)
in the presence of:- NAM CHUNG)
Kdm



For and on behalf of
ZHONG JI 1 LONGEVITY MEDICAL GROUP LIMITED
中基1號長壽醫學集團有限公司

.....
Authorized Signature(s)

Borrower 3

SIGNED by Yan Li, director)
duly authorised and for and on behalf of)
ASIAN INTEGRATED CELL LABORATORY)
LIMITED)
in the presence of:- Yeung Yuk Hong)



For and on behalf of
Asian Integrated Cell Laboratory Limited
亞洲綜合細胞庫有限公司

.....
Authorized Signature(s)

Borrower 4

SIGNED by Yan Li, director)
duly authorised and for and on behalf of)
ZHONG JI 1 INTERNATIONAL MEDICAL)
GROUP LIMITED)
in the presence of:- Yeung Yuk Hong)



For and on behalf of
ZHONG JI 1 INTERNATIONAL MEDICAL GROUP LIMITED
中基1號國際醫療集團有限公司

.....
Authorized Signature(s)

Guarantor

SIGNED, SEALED and DELIVERED by

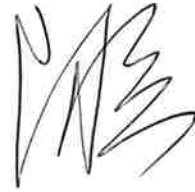
YAN LI as a deed

in the presence of:-

Yenny Yut Hong



)
)
)



Schedule 1

Particulars of the Borrowers

- (1) **ZHONG JI 1 INTERNATIONAL MEDICAL GROUP (HONG KONG) LIMITED** (香港中基 1 號 國際醫療集團有限公司), a company incorporated under the laws of Hong Kong (BR No.64245189-000-12-23-A) and having its registered office at 30/F Harbourside HQ, 8 Lam Chak Street, Kwoloon Bay, Kowloon, Hong Kong (“**Borrower 1**”);
- (2) **ZHONG JI 1 LONGEVITY MEDICAL GROUP LIMITED** (中基 1 號 長壽醫學集團有限公司), a company incorporated under the laws of Hong Kong (BR No.38801402-000-01-24-A) and having its registered office at 30/F Harbourside HQ, 8 Lam Chak Street, Kwoloon Bay, Kowloon, Hong Kong (“**Borrower 2**”);
- (3) **ASIAN INTEGRATED CELL LABORATORY LIMITED** (亞洲綜合細胞庫有限公司), a company incorporated under the laws of Hong Kong (BR No.70054851-000-11-23-1) and having its registered office at 30/F Harbourside HQ, 8 Lam Chak Street, Kwoloon Bay, Kowloon, Hong Kong (“**Borrower 3**”); and
- (4) **ZHONG JI 1 INTERNATIONAL MEDICAL GROUP LIMITED** (中基 1 號 國際醫療集團有限公司), a company incorporated under the laws of Hong Kong (BR No.64256201-000-01-23-1) and having its registered office at 30/F Harbourside HQ, 8 Lam Chak Street, Kwoloon Bay, Kowloon, Hong Kong (“**Borrower 4**”).

Appendix 1

NOTICE OF DRAWING

From: [name of Borrower]

To: JOY WEALTH FINANCE LIMITED (寶欣財務有限公司)

Date: [●]

Dear Sirs,

Re: Revolving Loan Agreement dated [●] (the "Loan Agreement") made between: (1) JOY WEALTH FINANCE LIMITED (寶欣財務有限公司) ("Lender"), (2) The companies more particularly set out in Schedule 1 of the Loan Agreement (collectively "Borrowers" and severally "Borrower") and (3) YAN LI (闫立) ("Guarantor") relating, to a revolving loan facility to be granted to the Borrowers to the aggregate extent of HK\$30,000,000

We refer to the Loan Agreement. Terms and expressions defined in the Loan Agreement shall have the same meanings in this notice.

We hereby give you irrevocable notice that we wish to request under the Loan Agreement a Drawing of HK\$[●] on [●] to be paid to us by crediting the following bank account:

[●]

Upon remittance and payment of the proceeds of the Drawing in the manner aforesaid after deducting any banking charges, we shall be deemed to have made a Drawings under the Loan Agreement and the sum of HK\$[●] shall be deemed to have been advanced to us.

For and on behalf of

[●]

Name: [●], director