

# MR01

## Particulars of a charge

391478/23



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A fee is be payable with this form  
Please see 'How to pay' on the last page.

☒ **What this form is for**  
You may use this form to register  
a charge created or evidenced by  
an instrument.

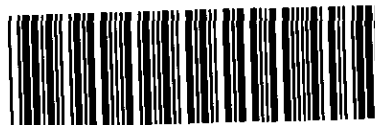
☒ **What this form is NOT for**  
You may not use this form to  
register a charge where there is no  
instrument. Use form MR08.

For further information, please  
refer to our guidance at:  
[www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)

This form **must be delivered to the Registrar for registration within 21 days** beginning with the day after the date of creation of the charge. If delivered outside of the 21 days it will be rejected unless it is accompanied by a court order extending the time for delivery.



You **must** enclose a certified copy of the instrument with this form, scan it and place it on the public record. **Do not send the original**



A19 \*A69LL6WI\* #167  
29/06/2017  
COMPANIES HOUSE

1

### Company details

Company number 0 1 4 0 6 1 0 0  
Company name in full Build King Construction Limited

**Filling in this form**  
Please complete in typescript or in  
bold black capitals.  
All fields are mandatory unless  
specified or indicated by \*

2

### Charge creation date

Charge creation date 2 2 0 6 2 0 1 7

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### Names of persons, security agents or trustees entitled to the charge

Please show the names of each of the persons, security agents or trustees  
entitled to the charge.

Name Fubon Bank (Hong Kong) Limited

Name Fubon Credit (Hong Kong) Limited

Name

Name

If there are more than four names, please supply any four of these names then  
tick the statement below.

☐ I confirm that there are more than four persons, security agents or  
trustees entitled to the charge.

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**Brief description**

Please give a short description of any land, ship, aircraft or intellectual property registered or required to be registered in the UK subject to a charge (which is not a floating charge) or fixed security included in the instrument.

Brief description

None

Please submit only a short description. If there are a number of plots of land, aircraft and/or ships, you should simply describe some of them in the text field and add a statement along the lines of, "for more details please refer to the instrument".

Please limit the description to the available space.

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**Other charge or fixed security**

Does the instrument include a charge (which is not a floating charge) or fixed security over any tangible or intangible or (in Scotland) corporeal or incorporeal property not described above? Please tick the appropriate box.

☒ Yes

☐ No

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**Floating charge**

Is the instrument expressed to contain a floating charge? Please tick the appropriate box.

☐ Yes Continue

☒ No Go to **Section 7**

Is the floating charge expressed to cover all the property and undertaking of the company?

☐ Yes

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**Negative Pledge**

Do any of the terms of the charge prohibit or restrict the company from creating further security that will rank equally with or ahead of the charge? Please tick the appropriate box.

☒ Yes

☐ No

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**Trustee statement <sup>1</sup>**

You may tick the box if the company named in Section 1 is acting as trustee of the property or undertaking which is the subject of the charge.

☐

<sup>1</sup> This statement may be filed after the registration of the charge (use form MR06).

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**Signature**

Please sign the form here.

Signature

Signature

X Mayer Brown International LLP X

This form must be signed by a person with an interest in the charge.

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## Particulars of a charge

**Presenter information**

You do not have to give any contact information, but if you do, it will help Companies House if there is a query on the form. The contact information you give will be visible to searchers of the public record.

Contact name India Trusselle

Company name Mayer Brown International LLP

Address 201 Bishopsgate

Post town London

County/Region

Postcode E C 2 M 3 A F

Country

DX DX 556 London and City

Telephone 020 3130 3000

**Certificate**

We will send your certificate to the presenter's address if given above or to the company's Registered Office if you have left the presenter's information blank.

**Checklist**

**We may return forms completed incorrectly or with information missing.**

**Please make sure you have remembered the following:**

- ☐ The company name and number match the information held on the public Register.
- ☐ You have included a certified copy of the instrument with this form.
- ☐ You have entered the date on which the charge was created.
- ☐ You have shown the names of persons entitled to the charge.
- ☐ You have ticked any appropriate boxes in Sections 3, 5, 6, 7 & 8.
- ☐ You have given a description in Section 4, if appropriate.
- ☐ You have signed the form.
- ☐ You have enclosed the correct fee.
- ☐ Please do not send the original instrument; it must be a certified copy.

**Important information**

**Please note that all information on this form will appear on the public record.**

**How to pay**

**A fee of £23 is payable to Companies House in respect of each mortgage or charge filed on paper.**

Make cheques or postal orders payable to 'Companies House.'

**Where to send**

**You may return this form to any Companies House address. However, for expediency, we advise you to return it to the appropriate address below:**

**For companies registered in England and Wales:**

The Registrar of Companies, Companies House, Crown Way, Cardiff, Wales, CF14 3UZ.  
DX 33050 Cardiff.

**For companies registered in Scotland:**

The Registrar of Companies, Companies House, Fourth floor, Edinburgh Quay 2, 139 Fountainbridge, Edinburgh, Scotland, EH3 9FF.  
DX ED235 Edinburgh 1  
or LP - 4 Edinburgh 2 (Legal Post).

**For companies registered in Northern Ireland:**

The Registrar of Companies, Companies House, Second Floor, The Linenhall, 32-38 Linenhall Street, Belfast, Northern Ireland, BT2 8BG.  
DX 481 N.R. Belfast 1.

**Further information**

For further information, please see the guidance notes on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse) or email [enquiries@companieshouse.gov.uk](mailto:enquiries@companieshouse.gov.uk)

**This form is available in an alternative format. Please visit the forms page on the website at [www.gov.uk/companieshouse](http://www.gov.uk/companieshouse)**



**FILE COPY**

## **CERTIFICATE OF THE REGISTRATION OF A CHARGE**

Company number: 1406100

Charge code: 0140 6100 0006

The Registrar of Companies for England and Wales hereby certifies that a charge dated 22nd June 2017 and created by BUILD KING CONSTRUCTION LIMITED was delivered pursuant to Chapter A1 Part 25 of the Companies Act 2006 on 29th June 2017.

Df

Given at Companies House, Cardiff on 6th July 2017



**Companies House**



**THE OFFICIAL SEAL OF THE  
REGISTRAR OF COMPANIES**

## CHARGE OVER ASSETS BY BORROWER

I certify that, save for material redacted pursuant to s.859G of the Companies Act 2006, this copy instrument is a correct copy of the original instrument.

Signed Mayer Brown International LLP

Mayer Brown International LLP

Date 28 June 2017

To: Fubon Bank (Hong Kong) Limited and/or  
Fubon Credit (Hong Kong) Limited (together or either, the "Bank")

### 1. COVENANT TO PAY, ASSIGN, CHARGE AND PLEDGE

1.1 In consideration of the Bank opening or continuing an account or accounts with the Bank in my/our name, or granting or continuing to grant advances or credit to me/us, or affording general banking facilities or other accommodation, or granting or continuing to grant indulgence in respect of my/our obligations whatsoever to such extent and from time to time at the Bank's sole discretion, I/we the undersigned as the sole beneficial owner(s) hereby:-

- (a) mortgage, charge and pledge and agree to mortgage, charge and pledge in favour of the Bank by way of a first fixed charge all my/our present and future rights, benefits, title and interest in and to the Deposits and/or the Securities (together, the "Charged Assets"); and/or
- (b) assign and agree to assign absolutely to the Bank all my/our present and future rights, benefits, title and interest in and to the Charged Assets,

as a binding continuing security for the due and punctual payment and satisfaction on demand to the Bank of all monies, obligations and liabilities, absolute or contingent, primary or collateral, joint or several, which now are or at any time hereafter may become due or be due, owing or incurred from or by me/us to the Bank, or for which I/we may be or become liable to the Bank on any account or in any manner whatever (whether alone or jointly with any other person or as collateral for any person, and in whatever name, style or form), together with all interest accrued to the date of payment at its current rate (as well as default and penalty rate) and all charges, fees, commissions, legal and other costs, charges and all expenses (such interest being computed both before and after any such demand according to the Bank's normal practice) on a full indemnity basis, provided that the total amount recoverable from me/us in respect of such monies, obligations and liabilities is:-

- (i) ~~limited to the principal amount of HK\$~~ (or such other sum or sums expressed in any currency as shall represent monies, obligations and liabilities as aforesaid, the total equivalent of which is the interest specified above did not when they were incurred exceed the limit aforesaid) plus all interest (including capitalised interest); ~~commission fees, charges and expenses aforesaid;~~
- (ii) unlimited.

Note: Select either (i) or (ii) above. Delete the one which is not applicable. If (i) is selected, the deletion and the insertion of the capped amount must be initiated by the Borrower.

In this Charge:

"Deposits"

means:

- (i) any specified accounts set out in Schedule 1 (whether with the Bank or any Third Party) and all monies in whatever currency now or at any time hereafter standing to the credit of such accounts and all additions deposited to such accounts; and/or
- (ii) any specified monies and sums set out in Schedule 1 (whether with the Bank or any Third Party) or renewals or replacements of such monies and sums,

and all interest payable thereon.

If not so specified in respect of the Bank or if any Deposits specified in Schedule 1 are transferred to the Bank or to its order or to any nominee, agent, representative or correspondent of the Bank, "Deposits" means any and all moneys in whatever currency now or at any time hereafter standing to my/our credit, or for my/our benefit on:

- (iii) any accounts (including current, deposit or other account); and/or
- (iv) any monies and sums,

with or in the name of, to the order of, or under the control or direction of the Bank or any (or as the case may be) the relevant nominee, agent, representative or correspondent of the Bank, including all additional monies deposited to such accounts, and all interest payable thereon or renewals or replacements of, such monies or sums, and all interest payable thereon.

"Securities"

means (as set out in Schedule 1) all shares, debentures, debenture stocks, certificates of deposit, treasury bills, bills of exchange, financial futures contracts, warrants, options, funds, unit trusts, bonds, structured notes, notes, structured deposits, all derivatives, annuities, debt certificates, mortgage bonds, insurance policies, all other securities, promissory notes and other debt and equity instruments delivered to, deposited with, transferred to, appropriated to, held in the possession of, in the name of, to the order of, or under the control or direction of,

(i) the Bank or any nominee, agent, representative or correspondent of the Bank or (ii) any Third Party, and includes:

- (a) all dividends, interest or other distributions paid or to be paid on the Securities; and
- (b) all allotments, accretions, offers, rights, benefits, entitlements and advantages whatsoever at any time accruing, offered or arising in respect of the Securities; and
- (c) all stocks, shares, rights, moneys or property accruing or offered at any time by way of conversion, redemption, bonus, preference, option, distribution or otherwise in respect of the Securities; and
- (d) the proceeds of any sale and redemption and any payment or receipt of, or in respect of any of the Securities; and
- (e) all rights against any central depository, depository agent, settlement system or clearing house,

and in each case, whether in bearer, registered or global form and whether the same is evidenced or represented by scrips, certificates or other documents of title or documents evidencing title or otherwise or whether such scrips, certificates or other documents of title or documents evidencing title are, for the time being, or from time to time, deposited with or held by a central depository or depository agent (including the Bank's affiliates), settlement system and/or clearing house and whether transactions involving or in respect of such securities are effected by an electronic and/or paper-based book entry system and not by way of instrument or otherwise.

The term "Securities" shall also include without limitation, all Securities which are now or which shall at any time hereafter be deposited with the Bank by me/us, or shall come into the Bank's possession, custody or control for any purpose or reason whatsoever (which shall include any additional or substituted securities and any Securities transferred to the Bank or any nominee, agent, representative or correspondent of the Bank by a Third Party).

"Third Party"

means a person (not being the Bank) specified in Schedule 1 as holding any Deposits and/or Securities.

- 1.2 I/We may, from time to time and upon seven (7) days' notice in writing or such shorter notice as the Bank may agree, request that the Bank in its sole discretion to approve the substitution for any or all of the Charged Assets at my/our costs. Upon such substitution, any Charged Assets which are substituted for the Charged Assets previously charged hereby, shall be subject to the

terms hereof as if they were charged from the date hereof, and any Charged Assets which are substituted by other Charged Assets shall be released from the security interest created hereunder and redelivered and reassigned to merus, if necessary, or otherwise so as I/we may reasonably direct.

- 1.3 The substitution of any Charged Asset shall, upon approval by the Bank, be effected in the form as specified by the Bank from time to time in its sole discretion.
- 1.4 Notwithstanding any oral or written guidelines as to the criteria for approving substitution given by the Bank to merus, the Bank may at any time (without being required to give any reason) refuse to approve a request for substitution.
- 1.5 I/We further irrevocably authorize the Bank to do any and all proper and necessary acts to transfer and vest the title of any of the Charged Assets to or in the Bank, itself or the Bank's nominees, servants, agents, representatives or any purchaser at my/our costs.
- 1.6 I/We further undertake forthwith upon notice to that effect by the Bank, to deliver to the Bank and to execute (and to procure any other necessary parties to execute, in favour of the Bank or its nominees such legal or other mortgages of the Charged Assets or any part thereof.
- 1.7 I/We hereby instruct and agree to instruct the Bank to hold all of the Charged Assets by way of security and deliver, where applicable, and agree to deliver to the Bank promptly upon execution hereof, a notice addressed to the Hong Kong Securities Clearing Company Limited ("HKSCC") in a prescribed form, as required by the Bank, for the purpose of delivery by the Bank of such notice to the HKSCC. In such case, the Bank may but shall not be obliged to pass such notice to the HKSCC.
- 1.8 I/We shall deliver a notice substantially in the form of Schedule 2 to any Third Party of the security constituted by this Charge forthwith upon execution of this Charge and at such other times as the Bank may require and use reasonable endeavours to procure such Third Party to acknowledge receipt of such notice substantially in the form of the acknowledgement of the notice in Schedule 2.
- 1.9 I/We shall authorize and instruct any Third Party with whom any Deposits and/or Securities are held (whether in a notice delivered under paragraph 1.8 above or otherwise) to furnish directly to the Bank from time to time upon request full statements and particulars of all my/our Deposits and/or Securities held with it and such other financial statements and information with respect to such Deposits and/or Securities as are from time to time available to such Third Party.

## 2. PROVISION FOR DISCHARGE

- 2.1 Upon payment to the Bank of all monies due and my/our performance of all obligations and liabilities hereunder, the Bank shall at the request and at my/our cost, forthwith release and discharge the security hereby constituted.

## 3. REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

- 3.1 I/We hereby represent and warrant to the Bank and undertake that:

- (i) I/we am/are and will, at all times during the subsistence of the security hereby constituted, be the sole, lawful and beneficial owner of all of the Charged Assets free from mortgages, liens or charges (other than this Charge or pursuant to paragraph 1.6 above, other encumbrances or third party rights, except those encumbrances on the Charged Assets that have been disclosed to and agreed by the Bank (if any).
- (ii) except with the Bank's prior written consent, I/we have not sold, withdrawn (in case of the Deposits) assigned or agreed to sell, withdraw (in case of the Deposits) or assign or otherwise disposed of or agreed to dispose of, and will not at any time during the subsistence of the security hereby constituted sell or assign or agree to sell, withdraw (in case of the Deposits) or assign or otherwise dispose of or agree to dispose of, the benefit of all or any of my/our rights, titles and interests in and to the Charged Assets or any part thereof (other than this Charge or pursuant to paragraph 1.6 above);
- (iii) I/we have and will at all material times have the necessary power to enable merus to enter into and perform the obligations expressed to be assumed by merus under this Charge.
- (iv) except with the Bank's prior written consent, I/we have not charged or agreed to charge and will not charge or otherwise encumber or agree to charge or otherwise encumber the benefit of all or any of my/our rights, benefits, titles and interest in and to the Charged Assets or any part thereof (other than pursuant to this Charge).
- (v) this Charge constitutes legal, valid, binding and enforceable obligations of merus and is and will be of benefit to and in the interests of merus and is a security over the Charged Assets and every part thereof effective in accordance with its terms, and
- (vi) all necessary authorizations or approvals to enable or entitle merus to enter into this Charge have been obtained and are in full force and effect and will remain in such force and effect at all times during the subsistence of the security hereby constituted.

## 4. NEGATIVE PLEDGE

- 4.1 I/We hereby undertake with the Bank that at no time during the subsistence of the security hereby constituted will I/we, otherwise than:
  - (i) in favour of the Bank or otherwise as contemplated by and pursuant to the terms of this Charge, or
  - (ii) with the prior written consent of the Bank and in accordance with and subject to any conditions which the Bank may attach to such consent, create, grant, extend or permit to subsist any mortgage or other fixed security or any floating charge, other encumbrance, security interest or third party right on or over the Charged Assets or any part thereof (save for any pledge, mortgage, assignment, charge or other transaction entered into pursuant to paragraph 1.6 above). The foregoing prohibition shall apply not only to mortgages, other fixed securities, floating charges and other encumbrances which rank or purport to rank in point of security in priority to the security over the Charged Assets hereby constituted but also to any mortgages, securities, floating charges or other encumbrances which rank or purport to rank pari passu therewith or subordinate thereto.

## 5. ENFORCEMENT AND POWER OF SALE

- 5.1 If I/we default in paying, further securing or satisfying the Bank on demand, any monies or liabilities hereby secured, or fail to comply with, or am/are in default of any of the terms herein contained, or in the case of the filing of a petition in bankruptcy or winding up by or against merus, or upon the application for, or the appointment of a receiver, or upon the attachment, seizure or execution being made against any of my/our property, or the issue of a statutory demand on merus, or if I/we shall in the Bank's opinion be unable to pay my/our debts, the Bank may without notice, whether prior thereto or thereafter, sell or otherwise dispose of the Charged Assets or any part thereof, either together, or in parcels and either by public auction, or private sale, or in such other manner at any time at any price to any person (including any person connected to the Bank or merus) subject to any terms and conditions as the Bank may in its absolute discretion deem appropriate, without being in any way responsible for any loss occasioned thereby however arising and without being accountable for any profits made by such person connected to the Bank.

- 5.2 In the event of any such sale, if less than all of the Charged Assets are to be sold or disposed of, the Bank may in its absolute discretion select which of the Charged Assets are to be sold or disposed of.
- 5.3 In the event of any deficiency after the sale of the Charged Assets whatsoever and however arising, I/we agree to make good and pay promptly on demand to the Bank such deficiency.
- 5.4 The proceeds of sale realised under paragraph 5.1 shall be applied first, in payment of all costs, charges, legal fees and expenses including stamp duty, commission and brokerage properly and reasonably incurred by the Bank in transferring and selling all or any of the Charged Assets subject hereto or any part thereof or in perfecting title; secondly, in payment of interest for the time being accruing due; thirdly, in and towards the payment of all money and liabilities due owing or incurred from or by me/us to the Bank hereunder and the residue, if any, shall be paid to me/us or to my/our order. Notwithstanding the above, the Bank may in its absolute discretion vary the manner in which the proceeds of sale will be applied.

## 6. POWER OF ATTORNEY AND FURTHER ASSURANCE

- 6.1 I/We irrevocably and unconditionally appoint and authorise the Bank by way of security to be my/our attorney (with full power of delegation and substitution) and in my/our name or otherwise on my/our behalf and as my/our act and deed to sign, seal, execute, deliver, perfect and do all deeds, instruments, acts and things which may be required or which the Bank shall think proper or expedient for carrying out or perfecting any obligations imposed on me/us under this Charge, or for exercising any of the powers hereby conferred or for giving to the Bank the full benefit of this security and so that the appointment hereby made shall operate to confer on the Bank authority to do on my/our behalf, anything which it can lawfully do by an attorney. I/We ratify and confirm and agree to ratify and confirm any deed, instrument, document, act or thing which such attorney or substitute may execute or do.
- 6.2 I/We shall promptly and duly execute such documents and will do or permit to be done everything which the Bank may from time to time require to be done in connection with the perfection of the security hereby intended to be created and/or the exercise of the Bank's powers and rights under this Charge.
- 6.3 I/We shall forthwith upon execution of this Charge and from time to time on demand by or on behalf of the Bank:
  - (a) deposit and/or lodge with and/or transfer to the Bank or as it may direct all scrips, certificates, receipts or other documents of title or documents evidencing title or any other documents relating to or connected with the Charged Assets together with duly executed instruments of transfer (or assignments) in blank or in favour of the Bank or such other person(s) as the Bank may direct;
  - (b) transfer and/or authorise and/or procure the transfer to any account and/or sub-account maintained with any central depository or depository agent (including the Bank's affiliates), settlement system and/or clearing house as may be directed by or on behalf of the Bank any of the Securities which may be deposited with or held by a central depository or depository agent (including the Bank's affiliates), settlement system and/or clearing house;
  - (c) open and maintain with the Depository Agent the Designated Account for the purposes of this Charge; and
  - (d) as and when Securities are transferred to and/or deposited in the Designated Account, give to the Depository Agent a notice of the charge or assignment or pledge of the Securities and rights to such Securities in such form as may be required by or on behalf of the Bank and procure that the Depository Agent delivers to the Bank or as it may direct an acknowledgement of such notice of charge or assignment or pledge in such form as may be required by or on behalf of the Bank.

In this Charge:

### "Depository Agent"

means such authorised depository agent (including the Bank's affiliates) which may be nominated by the Bank to be a depository agent for the purposes of this Charge and its successors and assigns.

### "Designated Account"

means the account(s) and/or sub-account(s) opened and maintained or to be opened and maintained by me/us with the Depository Agent in respect of the Securities to be provided as security under this Charge.

## 7. COSTS, EXPENSES AND INTEREST

- 7.1 Interest on the amount owing or any part thereof shall be charged and paid at such rate or rates (including default and penalty rate) as may be stipulated or laid down by the Bank at its sole discretion from time to time (as well after as before any judgment), and shall be calculated on daily balances with monthly rests. Any variation of the rate of interest shall be effected by the service of a notice in writing or otherwise on me/us and such amended rate of interest shall be payable as from the date specified in the said notice or otherwise.
- 7.2 Interest on any principal monies and liabilities for the time being hereby secured, including capitalised interest shall at the end of each month be capitalised and added for all purposes to the principal sum and liabilities then owing, and shall thenceforth bear interest at the rate aforesaid and be secured and payable accordingly, and all the undertakings, terms and conditions contained in or implied herein and all powers and remedies conferred by law or by terms and conditions herein contained and all rules of law or equity in relation to the principal sum, liabilities and interest shall equally apply to such capitalised arrears of interest and to the interest on such arrears.
- 7.3 Any dividends, interest or other payments or distribution which may be received or receivable by the Bank in respect of any of the Charged Assets may be realised and applied by the Bank as though they were proceeds of sale hereunder, notwithstanding that the power of sale may not have arisen and notwithstanding that the Bank may have paid the said dividends, interest or other payments or distribution to me/us subsequent to my/our executing this Charge.
- 7.4 I/We and my/our successors in title or assigns during the continuance of this Charge will pay all calls or other payments due, or discharge all obligations, or comply with all terms and conditions, in respect of any of the Charged Assets, and in the event of a failure to do so, the Bank may, if it thinks fit, make such payments, discharge such obligations or comply with such terms and conditions on my/our behalf. Any sums so paid or costs so incurred by the Bank shall be repayable by me/us or my/our successors in title or assigns to the Bank promptly on demand and pending such repayment shall be a charge on the Charged Assets and such new Securities and Deposits shall be retained by the Bank as additional security hereunder.
- 7.5 I/We shall pay on demand to the Bank, all costs and expenses (including all legal fees) reasonably incurred by the Bank in protecting or enforcing its rights under this Charge.

## **8. DECLARATION OF TRUST**

- 8.1 Without prejudice to the rights and obligations hereby created, any dividends, interest or other monies or distributions hereby provided as security under the Charged Assets which may be received or receivable by me/us shall be held in trust for the Bank and paid over to the Bank forthwith on demand.
- 8.2 I/We hereby declare that, as and when the security created by this Charge shall become enforceable, I/we will hold the assets hereby provided as security (subject to my/our right of redemption) upon trust to convey, assign, transfer or otherwise dispose of or deal with the same in such manner and to such person as the Bank shall direct, and further declare that it shall be lawful for the Bank to appoint new trustees of the assets hereby provided as security, or any part thereof, and, in particular, at any time or times to appoint new trustees thereof in place of me/us as if the Bank desired to be discharged from the trust or in place of any trustee appointed under this power as if they were dead or had been dissolved.

## **9. RIGHT OF BANK TO EXERCISE POWERS OF TRUSTEE**

- 9.1 The Bank or any of the Bank's nominees, agents, representatives, correspondents or solicitors may at the sole discretion of the Bank, or as the case may be, such person, exercise (in my/our name or otherwise at any time and without any further consent or authority on my/our part) in respect of any of the Charged Assets, any voting rights and all powers given to trustees under the Trustee Ordinance in respect of securities or property subject to a trust, and any powers and rights which may be exercised by the person or persons in whose name or names the Charged Assets are registered under the terms thereof or otherwise.
- 9.2 Neither the Bank nor any of its nominees, agents, representatives, correspondents or attorneys shall be under any duty to take any action in connection with the Charged Assets other than to use reasonable care in the custody and preservation of the Charged Assets which are in the actual possession for the Bank or, as the case may be, such person, and without being liable for any loss suffered by me/us resulted from any such action taken or inaction.

## **10. ADDITIONAL AND CONTINUING SECURITY**

- 10.1 At all times I/we undertake (upon the Bank's demand) to deposit sufficient Charged Assets with the Bank to its absolute satisfaction, and in the event that the Bank in its absolute discretion deems that the Charged Assets are insufficient or unsatisfactory to secure the payment of my/our indebtedness or obligations to the Bank, I/we undertake that upon demand on me/us by the Bank, forthwith pay to the Bank such sum in cash, or at the Bank's option, to deliver to the Bank such additional Charged Assets of such value to be solely and conclusively determined by the Bank, as additional and/or substituted security to the Charged Assets.
- 10.2 This Charge is in addition to, and without prejudice to any collateral or other securities which the Bank may now or hereafter hold from, or on account of me/us nor shall such collateral or other security or any lien to which the Bank may be otherwise entitled (including any security, charge or lien prior to the date of this Charge on the said securities) or the liability of any person or persons not parties hereto for all, or any part of the monies and liabilities hereby secured, be in any way prejudiced or affected by this Charge. The Bank shall have full power (and its authority hereby given by me/us) at its sole discretion to deal with, exchange, release, modify or abstain from perfecting or enforcing any such securities or other guarantees or rights which I/we may now or hereafter have or against such person or persons, or to give time for payment, or any indulgence to any such other person or persons without discharging or in any way affecting its liabilities or the security created hereunder.
- 10.3 This Charge is to be a continuing security notwithstanding any intermediate payment or settlement of account(s) or satisfaction of the whole or any part of any sum or sums of money owing as aforesaid or otherwise and notwithstanding the closing of any of my/our accounts with the Bank and which are subsequently reopened or the subsequent opening of any account by me/us either alone or jointly with others, and shall extend to cover all or any sum or sums of money which shall for the time being constitute the balance due from me/us to the Bank on any account or otherwise as mentioned.
- 10.4 Any release, settlement, assignment, payment or discharge between me/us and the Bank shall be conditional upon no security, disposition or payment to the Bank in respect of the monies and liabilities hereby secured being avoided or set aside or ordered to be surrendered, paid away, refunded or reduced by virtue of any law relating to dissolution, insolvency, composition or arrangement for the time being in force or for any other reason whatsoever and the Bank shall be entitled to recover from me/us the value which the Bank placed upon such security or disposition or the amount of such payment as if such release, settlement, assignment, payment or discharge had not occurred.

## **11. ASSIGNMENT**

- 11.1 The Bank may without my/our prior consent assign or transfer this Charge, or any instruments evidencing all or any of the obligations or liabilities, and may deliver the Charged Assets or any part thereof, to any transferee or transferees, who shall thereupon become vested with all the powers and rights in respect thereto given to the Bank hereunder or in the instruments transferred; and the Bank shall thereafter be forever released and fully discharged from any liability or responsibility with respect thereto, but the Bank shall retain all rights and powers hereby given with respect to any and all instruments, rights or property not so transferred.

## **12. WAIVER AND SEVERABILITY**

- 12.1 The security hereby created by this Charge shall not be affected by any failure or delay by the Bank to take any security, or by any invalidity of any security taken, or by an existing or future agreement by the Bank as to the application of any advances made or to be made to me/us.
- 12.2 All the Bank's rights, powers and remedies hereunder shall remain in full force and effect notwithstanding any neglect, failure or delay in the exercising or enforcement thereof or of any indulgence or forbearance given or continued to be given to me/us.
- 12.3 No failure or delay on the Bank's part, or any of its assignee or transferee hereunder, in exercising any right, power or remedy hereunder shall impair such right, power or remedy or operate as a waiver thereof nor shall any single or partial exercise of the same preclude any further exercise thereof or the exercise of any other right, power or remedy. The rights, power and remedies herein provided are cumulative and do not preclude any other rights, powers and remedies provided by law.

## **13. LIMITATION ON LIABILITIES AND INDEMNITIES**

- 13.1 I/We declare that the Bank shall not be answerable or responsible for the loss of, or damage to, or diminution in value of any of the Charged Assets however arising whilst the same are in the Bank's possession, custody or control or that of its servants, agents, or any assignee or transferee under this Charge save and except for willful default, negligence or fraud on the part of the Bank.
- 13.2 No change in the Bank's constitution nor of the persons or firms or companies or other entity for whose liabilities the Charged Assets may at any time stand as Charged Assets shall affect the validity of or release or discharge this Charge.



- 13.3 In the event any action or proceeding is commenced or claim or demand made by any person, firm, company or other entity against me/us in connection with any matter herein contained, or the Charged Assets or any part or parts thereof or against the Bank in connection with any matter herein contained or the Charged Assets or any part or parts thereof, I/we agree to reimburse forthwith upon demand the Bank for any loss, cost or expense including all legal, accountancy or other professional fees which may be incurred by the Bank on a full indemnity basis. In the event any such action or proceeding is commenced, or claim or demand is made, the Bank shall be entitled to take such reasonable steps as the Bank may deem advisable, including the withholding of payment or delivery to me/us of any part or all of any money or the Charged Assets, and the cancellation or noncompliance with all orders or instructions which I/we may have given or may give regarding the Charged Assets or any part or parts thereof. Nothing herein contained shall be construed as an obligation on the Bank's part to take any steps in connection with any such action, proceeding, claim or demand.
- 13.4 I/We represent that no other person, firm, company or entity except me/us have or will have any interest in my/our account(s) or dealings with the Bank or in any of the Charged Assets.
- 13.5 I/We agree to fully indemnify forthwith upon demand the Bank, its agent or assignee or transferee against and hold the Bank, the Bank's agent or assignee or transferee blameless from all losses, expenses, liabilities, claims and demands arising out of or otherwise in connection with the holding of the Charged Assets or anything done by the Bank, its agent or assignee or transferee hereunder, irrespective of whether the same arises out of any act, delay or failure to act on the part of the Bank and/or its nominees, agents, representatives, correspondents or attorneys.
- 13.6 If an amount due to the Bank from me/us in one currency (the "first currency") is received by the Bank in another currency (the "second currency"), my/our obligations to the Bank in respect of such amount shall only be discharged to the extent that the Bank may purchase the first currency with the second currency in accordance with the normal banking procedures. If the amount of the first currency which may be so purchased (after deducting any costs of exchange and any other related costs) is less than the amount so due, I/we shall indemnify the Bank against the shortfall. This indemnity shall be an obligation of me/us independent of and in addition to its other obligations under this Charge.
- 13.7 The Securities and Futures (Client Securities) Rules provide that a registered institution shall neither deposit nor lend a client's securities or securities collateral against loans or advances made to the registered institution for any purpose except with the specific written authority of the client concerned. I/We may give consent pursuant to the Securities and Futures (Client Securities) Rules to the Bank and, if so, shall do so in a form to be provided to me/us by the Bank. This form of consent will comply with the Securities and Futures (Client Securities) Rules which require that any such consent shall (i) be revocable by me/us at any time at my/our discretion and (ii) in the case of non-professional investors, specify the period for which it is current but shall remain in force for a period specified in such consent and shall, in any event, not exceed twelve months.
- 13.8 Nothing in paragraph 13.7 above shall prevent (i) the Bank from dealing with Securities for the purpose of enforcing the security created under this Charge or (ii) any sale of Securities otherwise permitted by this Charge including, without limitation, any sale to realise monies to make any payment due to the Bank pursuant to this Charge.
- 13.9 Notwithstanding anything herein contained to the contrary, it is understood that if I/we shall pay to the Bank the whole of the amount hereby secured, and shall pay all interest for the same at the rate and in the manner aforesaid without any deduction, and also all such sums of money as the Bank may expend in respect of the Charged Assets hereunder, then subject to the provisions herein, the Bank will at any time after such payment, upon my/our request, and at my/our cost, return to me/us the Charged Assets hereby secured but in respect of Securities, the Bank shall not be bound to return the Securities bearing serial numbers identical with those deposited with or transferred to the Bank so long as the Securities returned to me/us are of the same class, denomination and nominal amount and rank pari passu with those originally deposited with or transferred to the Bank (subject always to any capital reorganisation which may have occurred in the meantime).

#### 14. HONG KONG SECURITIES

- 14.1 The following provisions shall apply in the event that any of the Securities includes securities issued by companies incorporated or registered in Hong Kong Special Administrative Region ("Hong Kong"), the Hong Kong government or any public body or authority or securities listed on the stock exchange in Hong Kong or which are otherwise governed by Hong Kong law:-
- (i) Where securities included in the Securities are held in the Central Clearing and Settlement System (operated by the Hong Kong Securities Clearing Company Limited) ("CCASS") in Hong Kong, I/we may, but shall not be obliged to, give notice of this Charge and the security interest created hereunder to the depositary established thereunder.
  - (ii) If for any reason, any of the Bank's participations in CCASS are terminated, any Securities previously held in CCASS shall continue to be subject to the first security interest granted hereunder, unless otherwise released from such charge under the terms hereof.
  - (iii) If any amount of Securities held in any of the Bank's accounts for CCASS is reduced, because of action taken by CCASS in the event of a shortfall or otherwise, the Bank's obligations, if any, to return such Securities to me/us shall be reduced accordingly.

#### 15. RIGHT TO SET OFF AND LIEN

- 15.1 I/We agree that the Bank shall (without prejudice to any general right of set-off or any other right to which it may be entitled) have the right, without notice to me/us or any other person, at any time to combine or consolidate all or any of my/our accounts whatsoever with the Bank and set off or transfer any credit balance towards satisfaction of any indebtedness owing by the Bank to me/us or any credit balance in the accounts of me/us maintained with the Bank, against any monies, obligations and liabilities of me/us to the Bank in any respect whether actual or contingent, present or future.
- 15.2 Until payment in full of the secured indebtedness due by me/us to the Bank, the Bank shall, in addition to any other rights and remedies, have a lien on all or to the order or control of or registered in the name of the Bank or its nominees, whether such my/our properties and assets are held for safe custody or otherwise.

#### 16. INTERPRETATION

- 16.1 The term "I" or "we" shall, if "I" or "we" is/am/are an individual, include any executor, personal representative or lawful successor of such individual, and if "we" are a company, reference to "we" shall include our successors and assign.
- 16.2 The term "Bank" shall in relation to the monies, debits and liabilities due by me or us, where the context permits include both Fubon Bank (Hong Kong) Limited, Fubon Credit (Hong Kong) Limited and their subsidiaries.

## 17. JOINT AND SEVERAL LIABILITY

- 17.1 Where we consist of more than one party, our obligations and liabilities hereunder shall be joint and several. When this Charge is given by a partnership, all such agreements, obligations and liabilities shall be binding in addition to the signatories on the person or persons from time to time carrying on business in the name of such partnership or under the name in which the business of such partnership may from time to time be confirmed.

## 18. AUTHORISATION

- 18.1 I/We hereby declare that **FB Securities (Hong Kong) Limited**, its servant, agents, nominees, representatives or attorneys ("**Authorised Representatives**") are hereby authorised by me/us to do on my/our behalf and in my/our name the following acts:
- (i) to withdraw from my/our account(s) maintained with the Bank (hereinafter referred to as "my/our account(s)") such sums of money in payment of the purchase price(s) for the stocks, shares, warrants, rights, bonds and other securities traded in the stock exchanges in Hong Kong and/or any other part of the world purchased or purportedly to be purchased for me/us in my/our name by the Authorised Representative(s) as evidenced by the bought note(s) issued in my/our name by the Authorised Representative(s) and at the same time deposit into its securities accounts(s) maintained with the Bank, the securities so purchased or so purportedly purchased for me/us by the Authorised Representative(s) with such sums of money as withdrawn from my/our account(s);
  - (ii) to withdraw from my/our securities account(s) such securities sold or purportedly to be sold for me/us in my/our name by the Authorised Representative(s) as evidenced by the sold note(s) issued in my/our name by the Authorised Representative(s) and at the same time deposit into my/our account(s) the sums of money representing the net proceeds of sale of the securities so withdrawn and so sold or so purportedly sold for me/us by the Authorised Representative(s); and
  - (iii) to ask for and receive from the Bank all information relating to the state of my/our account(s) with the Bank including but not limited to statements and statements of account(s) and all other notices and documents relating to my/our account(s) with the Bank.

## 19. INCONSISTENCY

- 19.1 The provisions of any account opening documents or other agreements executed by me/us shall be incorporated into and form part of this Charge. If there are any inconsistencies between any account opening documents or other agreements and this Charge, this Charge shall prevail. If there are any inconsistencies between the terms of any specific agreement, deed or security document entered into between me/us and the Bank and the terms of this Charge, the terms of that agreement, deed or security document shall prevail over this Charge or as the Bank conclusively determines otherwise.

## 20. NOTICE

- 20.1 Any notice, demand or other communication under this Charge from the Bank to me/us shall be deemed to be given if sent to me/us at the address provided by me/us, or to such other address as may from time to time be notified to the Bank in writing by me/us, and the Bank shall not be responsible for the consequence of any notice, demand or other communication under this Charge not being received by me/us and all notices, demands and other communication from the Bank to me/us shall be deemed to have been received by me/us on the date of the relevant notice, demand or communication.

## 21. INDEPENDENT LEGAL ADVICE

- 21.1 I/We confirm that I/we have been advised to seek independent legal advice on the legal implications of this Charge and that the Bank has no duty whatsoever to give such advice. I/We further confirm that I/we have read and understand the content of this Charge and enter into this Charge completely of my/our own free will.

## 22. GOVERNING LAW, JURISDICTION AND LANGUAGE

- 22.1 This Charge and the rights and obligations of the parties hereunder shall be governed by and construed in accordance with the laws of the Hong Kong, and for the benefit of the Bank, I/we irrevocably and unconditionally submit to the non-exclusive jurisdiction of the Hong Kong courts.
- 22.2 Nothing herein shall limit the right of the Bank to commence any legal action against me/us and/or my/our property in any other jurisdiction, or to serve process in any manner permitted by law, and the taking of proceedings in any jurisdiction by the Bank shall not preclude the taking of proceedings in any other jurisdiction by the Bank whether concurrently or not.
- 22.3 If so required by the Bank, I/we irrevocably appoint the person named in Schedule 1 (the "Process Agent") as my/our agent to receive and acknowledge service on my/our behalf of any legal action in Hong Kong. If, notwithstanding that the Bank has required me/us to appoint a Process Agent, there is no such agent appointed (whether as a result of lapse or otherwise), I/we shall promptly appoint a successor agent satisfactory to the Bank and notify the Bank of the appointment. I/We agree that any such legal action shall be sufficiently served on me/us if delivered to the Process Agent whether or not the Process Agent gives notice of service to me/us.
- 22.4 The Chinese version of this Charge is for reference only. The English version is the governing version and shall prevail in the event of conflict.

## 23. THIRD PARTY RIGHTS

- 23.1 No person other than the Bank and I/we will have any right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the laws of Hong Kong) to enforce any terms and conditions of this Charge.

Fubon Bank (Hong Kong) Limited ("**FBHK**") is a member of the Deposit Protection Scheme (the "**Scheme**") as established under the Deposit Protection Scheme Ordinance (the "**Ordinance**") in Hong Kong. If a deposit placed with FBHK or any other member of the Scheme (each an "**Other Member**") is a "protected deposit" as defined under the Ordinance, then it will be protected by the Scheme up to a limit of HK\$500,000.00 per depositor. During the continuation of the security constituted by this Charge, any Deposit(s) with FBHK charged to the Bank under this Charge and qualified to be a "protected deposit" under the Ordinance is (are) protected by the Deposit Protection Scheme in Hong Kong.

致： 富邦銀行（香港）有限公司及/或  
富邦財務（香港）有限公司（統一或個別，「貴行」）

#### **1. 承諾支付、轉讓、抵押及典當**

1.1 基於貴行以本人/我們的名義於貴行開立或維持不少於一個賬戶、或授予或持續授予客戶貸款或信貸、或提供一般銀行借貸或其它便利、或就本人/我們任何種類的義務給予或持續給予貴行不時認為合適程度的寬限，本人/我們，下述簽署者，作為唯一的權益擁有人茲：-

(a) 以第一固定抵押方式按揭、抵押及典當及同意按揭、抵押及典當予貴行本人/我們於存款及證券(統稱「**抵押資產**」)的所有(現在及未來)權利、利益、權益及產權；及/或

(b) 轉讓及同意轉讓予貴行全部本人/我們於抵押資產的所有(現在及未來)權利、利益、權益及產權，並以此作為一項具約束力的持續性抵押品，支持本人/我們可按貴行要求清償本人/我們現在或未來拖欠貴行的款項、債務及(不論屬絕對、或有的、直接或附帶的、共同或個別的)責任、或本人/我們就任何賬戶或按任何形式(不論屬單獨或聯同或為其他人，及以任何名義、形式或方式)須支付予貴行的款項，並連同所有按當時利率(包括罰息率)計算的到期利息及按全保基礎所有支出、費用、佣金、法律及其它收費、支出及一切費用(該等利息將按照貴行常規計算並包括索償前後)，惟貴行可向本人/我們追討的總額：-

(i) 的本金不會超越港幣〔數額〕或(若按任何貨幣計算)其之金額，而該等款項產生時(按上述指定貨幣計算)的總額亦不得超越上述限額，連同上述利息(包括本金化後的利息)、佣金、費用及支出；或

(ii) 並無限額。

註： 必須從(i)或(ii)中選其一。刪除不適用者。若已選擇(i)請於上方位置填上金額。借款人必須於刪除及限額加添位置附近草簽作實。

在本抵押中：

##### **「存款」**

指：

(i) 任何已於附表 1 列明的賬戶(不論是否於貴行或任何第三方)，以及在現在或今後任何時間記入該等賬戶貸方，以任何貨幣為單位的所有款項，及存入該等賬戶的款項和款額的所有新增額；及/或

(ii) 任何已於附表 1 列明的款項和款額(不論是否於貴行或任何第三方)或該等款項和款額的所有續期額或替換額，以及就該等款項和款額(包括新增額，續期額或替換額)而須支付的所有利息。

若未如此列明為在貴行的款項、款項或賬戶，或若在附表 1 中所指明的任何存款被轉移予貴行或貴行所指定的人士或貴行的任何代名人、代理、代表或聯繫人，「存款」指任何及所有在現在或今後任何時間在設於貴行或任何(或視屬何情況而定)貴行的相關代名人、代理、代表或聯繫人的或在彼等名下的或按彼等命令的或由彼等控制的或在彼等指示下的：

(iii) 任何賬戶(包括往來、存款或其它賬戶)；及/或

(iv) 任何款項和款額，

記入本人/我們貸方或歸於本人/我們利益，以任何貨幣為單位的任何及所有款項，包括存入該等賬戶的所有新增款項及就該等賬戶款項(包括新增款項)而須支付的所有利息或該等款項和款額的所有續期額或替換額及就該等款項和款額(包括續期額或替換額)而須支付的所有利息。

##### **「證券」**

指已送至、存放於、轉戶至、劃撥至(i)貴行或其提名人、代理、代表或聯系人或(ii)第三方或由其等擁有或控制或屬於其等名下或按彼等命令的(列明於附表 1)所有股票、債券、債券股本、存款證、國庫債券、票據、金融期貨、認股證、期權、基金、單位信託基金、公司債券、結構票據、票據、結構存款、所有衍生權證、年金、欠債證、按揭債券、保險單據、所有其它證券、承諾票據及其它債務及股權票據，並包括：

(a) 一切有關該等證券已付或要付的股息、利息或其它分派；及

(b) 一切有關該等證券於任何時候累計，建議或產生配股、增持、要約、權利、利益、權益及優惠；及

(c) 一切有關該等證券以轉換、贖回、紅股、優先、期權、分派或其它方式而獲得或產生的股額、股份、權利、款項或物業；及

(d) 有關該等證券放售及贖回所得；及

(e) 任何收款，及所有針對中央存放、存放代理、結算系統或結算所的權利，

及於上述任何一類，不論以不記名登記或整體形式及它們的產權以單據、證書或其它文件證明或表現出來，或該等產權證明當時或不時存放於中央存放代表(包括貴行的聯營機構)，結算系統及/或結算所及不論該等證券的交易是否由電子及/或文件形式而並非票據或其它形式進行。

「證券」一詞亦包括(但不限於)所有現在或未來本人/我們不時存放於貴行的證券、或該些不論為任何目的或理由而由貴行擁有、存放或控制的證券(包括任何新增或替換的證券及由第三方轉移予貴行或貴行的任何代名人、代理、代表或聯繫人的任何證券)。

##### **「第三方」**

指在附表 1 中所指明為持有任何存款及/或證券的人士(並非貴行)。

1.2 本人/我們可不時在給予七日(或貴行同意的更短時期)的書面通知的情況下，要求貴行(按其酌情權)批准替換任何或全部抵押資產，惟一切有關費用由本人/我們承擔。完成替換後，任何新抵押資產仍將按本契約規範，並視為已於舊抵押資產抵押當日作出抵押論；任何舊抵押資產將因此被解除及退回及回讓予本人/我們(若需要)，或以其它本人/我們指示方式解除。

1.3 當貴行批准後，任何抵押資產的取替均須以貴行不時指定的方式進行。

1.4 無論貴行曾否以口頭上或書面上給予本人/我們有關批准替換的條件的指引，貴行依然可隨時在無需給予任何理由的情況下拒絕批准任何替換的要求。

1.5 本人/我們進一步不可撤回地授權貴行採取任何正確及必須的行動，以便將任何抵押資產的產權轉讓及落實歸於貴行或其提名人、員工、代理、代表或任何買家，一切費用由本人/我們承擔。

1.6 本人/我們進一步承諾，當收到貴行通知後，立刻送達及就抵押資產或任何部份簽署(及促使任何其他需要人士簽署)法定或其它形式的按揭予貴行或其代理人。

- 1.7 本人/我們茲指示及同意指示貴行可持有抵押資產作為抵押品，並於簽署後送達(若適用)及同意送達予貴行一份致香港證券結算有限公司(「HKSCC」)的通知書，而格式則由貴行指定，以便貴行可送達有關通知書予 HKSCC。若此情況發生，貴行可(但無責任)將該通知書轉送至 HKSCC。
- 1.8 本人/我們應在簽立本抵押後隨即在貴行所規定的其他時間，大致上以附表 2 的格式，將有關由本抵押所構成抵押品的通知交付任何第三方，並盡合理努力促使該第三方大致上以附表 2 中通知認收書的格式，確認收到該通知。
- 1.9 本人/我們授權及指示持有任何存款及/或證券的任何第三方(不論是以根據上文第 1.8 段或其他方式所交付的通知)，在接獲要求後不時直接向貴行提供有關由其所持有的所有本人/我們的存款及/或證券的詳盡結單及資料及該第三方不時可取得，有關該等存款及/或證券的該等其他財務報表及資料。

## 2. 解除條款

- 2.1 當貴行根據本契約收到所有欠款及本人/我們已履行所有義務及責任後，貴行須按要求立刻退回及解除有關抵押品，一切費用由本人/我們承擔。

## 3. 聲明、保證及承諾

- 3.1 本人/我們茲聲明及向貴行保證及承諾：-

- (i) 本人/我們是及將於抵押期間仍會是所有抵押資產的唯一合法權益擁有人，抵押資產並無按揭、留置權或抵押(惟本抵押或根據第 1.6 款所述則除外)、其它產權負擔或第三者權利，惟一切(如有)已向貴行披露的抵押資產產權負擔則除外；
- (ii) 除非事先獲得貴行書面同意外，本人/我們並無或未曾同意出售、提取(若屬存款類)、轉讓或以其它方式處置，及於抵押期間將不會或不會同意出售、提取、轉讓或以其它方式處置，抵押資產或其任何部份(惟本抵押或根據上述第 1.6 款所述則除外)的任何或全部本人/我們的權利、所有權及權益；
- (iii) 本人/我們已有及將有一切必須的權力致使本人/我們可簽訂及履行本人/我們於本抵押內所須承擔的義務；
- (iv) 除非事先獲得貴行書面同意外，本人/我們並無及未曾同意及將不會或不會同意把抵押資產或其任何部份(惟根據本抵押所述則除外)的任何或全部本人/我們的權利、所有權及權益作出抵押或其他形式的產權負擔；
- (v) 本抵押構成合法、有效、對本人/我們具約束力及可執行的義務，並對及將對本人/我們具益處，亦屬一項抵押資產的抵押品，每一部份將根據其條款均屬有效；及
- (vi) 所有以便或促使本人/我們有權簽訂本抵押所需的授權或批准皆已獲得，及於抵押期間全面及持續有效。

## 4. 承諾

- 4.1 本人/我們向貴行承諾於抵押期間，除非：-

- (i) 根據本抵押項下本人/我們須給予貴行或其它人士；或
- (ii) 事先獲得貴行書面同意及受制於根據貴行同意附帶的條件，

否則本人/我們不得產生、授予、延長或准許抵押資產或其部份存在任何按揭或其它固定抵押或任何浮動抵押、其它產權負擔、抵押利益或第三者權利(惟根據上述第 1.6 款簽訂的任何典當、按揭、轉讓、抵押或其它交易則除外)。上述禁止不但適用於所有就抵押資產排名或企圖排名優先於本抵押的按揭、其它固定抵押、浮動抵押及其它產權負擔外，亦同時適用於所有就抵押資產排名或企圖排名等同於本抵押的按揭、其它固定抵押、浮動抵押及其它產權負擔。

## 5. 執行及出售權力

- 5.1 若本人/我們無法按要求支付、進一步抵押或滿足貴行任何已獲抵押的款額或責任、或未能或無法履行本契約內任何條款、或若本人/我們自己或被債權人申請破產或清盤或申請或被申請委派接管人、或本人/我們的物業被頒下查封、充公或執行令、或本人/我們收到法定索償書、或若貴行認為本人/我們無法清償本人/我們的債務，貴行可在無需給予通知的情況下，不論在上述情況發生前或後，隨時一次性、或分批，及以拍賣、或私人出售或其它形式以任何價格售予任何人士(包括任何屬於貴行或本人/我們的關連人士)或以其它方式處置抵押資產或其任何部份，並受制於任何貴行認為合適的條件，貴行無需向任何人就上述出售而引致之損失或因出售予貴行關連人士而產生之利潤而負上任何責任。
- 5.2 若任何上述出售情況發生，並若少於全部的抵押資產被出售或處置，貴行可選擇哪一些抵押資產被出售或處置。
- 5.3 若出售抵押資產後出現差額，本人/我們同意當收到要求後盡快支付及清償該等差額。
- 5.4 根據第 5.1 款所變現的出售所得，將：首先，支付所有貴行因轉讓及出售所有或任何抵押資產而正當地產生的費用、收費、法律費用及支出，以便完美化產權轉移，包括釐印費、佣金及經紀費；再者，支付任何欠款利息；再者，支付本人/我們拖欠貴行的款項及責任；如有剩餘額，按本人/我們指示退回予本人/我們。無論上述如何規定，貴行可更改出售所得的用途。

## 6. 授權書及進一步協助

- 6.1 本人/我們不可撤回地及無條件地委任及授權貴行作為本人/我們的獲授權人(並擁有全部指派及替換權力)，及以本人/我們的名義或代表本人/我們(並如同本人/我們親身一樣地)簽署、蓋印、簽訂、送達、完美化及採取所有貴行要求或認為合適及有利的合約、文件、行動及事情去履行或完美化任何本人/我們本抵押內所要求的義務、或行使所賦予的任何有關權力或致使貴行能全面獲得本抵押的權益，並且該委任將會令貴行代表本人/我們及作為獲授權人可採取一切合法的行動。本人/我們批准及確認及同意批准及確認任何該獲授權人或其替代人可簽訂或採取的合約、文件、行動或行為。
- 6.2 本人/我們須盡快及正確地簽訂、及採取或批准採取任何貴行不時就有關完美化抵押品及/或貴行行使的權力及權利要求的文件及行動。
- 6.3 本人/我們須於簽訂本抵押後立刻及按貴行或貴行代表不時要求的情況下：-

- (a) 將所有可證明或有關抵押資產權的單據、證書、收據或其它產權文件存放及/或寄存於及/或轉送至貴行或其指定的人士，並給予貴行或其他貴行指定人士或空白但已正確簽訂的轉讓文件；
- (b) 將所持有的證券轉賬及/或授權及/或促使轉賬至貴行或其代表於任何於中央存放組或存放代理(包括貴行附屬機構)、結算系統及/或結算所持有的賬戶及/或附屬賬戶任何已存放於或由一間中央存放組或存放代理(包括貴行附屬機構)、結算系統及/或結算；
- (c) 為連本抵押目的，於存放代理開立及維持指定賬戶；及
- (d) 當證券已轉戶及/或存放至指定賬戶時，給予貴行或其代表認為合適格式的證券或證券權利抵押或轉讓或典當通知書，並促使存放代理送達予貴行或其指定人士一份貴行或貴行代表認為合適的收悉通知書，確定該等通知書已為收妥。

在本抵押中：

#### 「存放代理」

指該等貴行指定處理本抵押的獲授權存放代理(包括貴行附屬機構)及其繼承者。

#### 「指定賬戶」

指該等本人/我們於存放代理開立及維持或將開立及維持的賬戶及/或附屬賬戶，以便處理根據本抵押將被提供作為抵押品的證券。

### 7. 費用、支出及利息

- 7.1 貴行可就欠款或其部份收取其不時釐定的利率(包括罰息率)的利息(亦適用於判決前後)，及利息將每月按每日餘額計算。任何利率之改變將於貴行給予本人/我們書面或其它形式的通知的生效日生效，及該等經修改利率後的利息將於通知上指定日期支付。
- 7.2 任何本金及債務的利息，包括已本金化的利息，將於每月月底本金化，並附加於當時尚欠的本金及債務之上。該金額將轉化成本金及須支付上述利率的利息，並以抵押品作支持，及到期須予以清還。所有本抵押內有關本金、責任及利息的承諾、條款及細則(包括隱含條款)、所有法律或條款所賦予之權力及補救及法律同樣適用於該本金化後的利息及其利息。
- 7.3 貴行可變賣及使用任何貴行就有關任何抵押資產已收取或可收取的股息、利息或其它收入或分派，如同出售所得一樣，(儘管出售權力可能未出現及貴行可能已於本人/我們簽訂本抵押後支付予本人/我們該筆股息、利息或其它收入或分派)。
- 7.4 本人/我們及本人/我們的權益繼承者或受讓人於本抵押有效期間須支付一切有關任何抵押資產的認股要求或其它到期支出、或履行一切義務、或遵守一切條款及細則。若本人/我們違規未有履行及貴行認為合適，貴行可先行代本人/我們墊支有關款項、履行有關義務或遵守有關條款及細則。本人/我們或本人/我們的權益繼承者或受讓人須負責盡快按要求清還任何貴行因上述而墊支的款項或費用。在未清還前，該筆款項亦受抵押資產支持；同時，一切因而新增的證券及存款將由貴行保管作為額外抵押品。
- 7.5 本人/我們須按要求支付予貴行因保護或行使其於本抵押的權利而引致的所有合理成本及支出(包括全部法律費用)。

### 8. 信託聲明

- 8.1 在不影響本抵押內所產生的權利及義務的情況下，任何本人/我們可能已收取或可收取的在抵押資產項下藉本抵押提供作為抵押品的任何股息、利息或其之收入或分派，將由本人/我們為貴行以信託形式持有及按要求立刻支付予貴行。
- 8.2 本人/我們聲明，當本抵押產生的抵押品變成可執行時，本人/我們將以信託形式持有藉本抵押提供作為抵押品的資產(但不妨礙本人/我們的贖回權)，以便按貴行指示以任何形式轉售、轉讓、轉賬予任何人士或其它形式處置抵押資產。本人/我們進一步聲明，貴行就藉本抵押提供作為抵押品的資產或其任何部份委任新信託人屬合法的，尤其是貴行可隨時就該等資產或其任何部份委派新信託人代替本人/我們，如同貴行意欲獲得解除信託一樣，或可委派新信託人以代替根據此項權力獲委任的任何信託人，如同任何信託人已逝世或解散一樣。

### 9. 貴行有權行使信託人權力

- 9.1 貴行或其任何提名人、代理、代表、聯絡人或律師可隨時及在無需本人/我們任何進一步同意或授權的情況下，以本人/我們名義就有關任何抵押資產，行使所有根據信託人條例就有關受託的證券或物業賦予信託人的權力及投票權利，及任何根據抵押資產或其它條款以某人名義登記而可行使的權力及權利。
- 9.2 貴行或其任何提名人、代理、代表、聯絡人或律師除了必須合理地小心托管及保存已事實存放於貴行或他人(視乎情況而定)的抵押資產外，並無責任就有關抵押資產採取任何行動，亦無需為任何行動或遺漏而導致本人/我們蒙受損失而負責。

### 10. 額外及連續性抵押品

- 10.1 本人/我們承諾無論任何時候都會(按貴行要求)存放達貴行認為足夠的抵押資產。若貴行認為存放的抵押資產不足以支持本人/我們須向貴行清償的欠款及債務，本人/我們承諾按貴行要求立刻支付予貴行現金，或(按貴行所求)，提供予貴行額外抵押資產，作為抵押資產的額外及/或替代抵押品，而款額及價值則由貴行獨自最終決定。
- 10.2 本抵押屬額外，及並不影響任何貴行現在或未來持有或屬於本人/我們的抵押品或貴行就此類物品的留置權(包括任何於本抵押之前已存在的證券抵押、押記或留置權)，或任何非合約方式的所有或部份為債務而已於此作出抵押。貴行有全權(及本人/我們茲授予權力)按其認為合適的方式處理、交換、解除、更改或禁止任何本人/我們現在或未來就對任何人的抵押品、擔保或權利或給予時間支付還款、或給予該等人士寬限，惟此舉並不同免除該等債務或抵押。

- 10.3 無論上述欠款或其部份是否已清還及任何客戶於貴行曾終止的賬戶是否已重開，或個別或共同地重新開立任何本人/我們的賬戶，本抵押屬連續性抵押，並包含所有或任何有關本人/我們於貴行的賬戶的欠款。
- 10.4 本人/我們與貴行之間的任何免除、和解、轉讓、付款或清償應遵從的條件為就藉本抵押而獲得保證的款項及負債向貴行作出的任何抵押品、產權處置或付款並無因任何有關解散、無償能力、債務重整協議或債務償還安排的當時生效法律或任何其他原因而免除或作廢或被下令放棄、退還、退款或減少，而貴行應有權向本人/我們追討貴行對該抵押品或產權處置設定的價值或該付款的金額，如同並無出現該免除、和解、轉讓、付款或清償一樣。

## 11. 轉讓

- 11.1 在無需事先獲得本人/我們同意的情況下，貴行可轉讓或轉賬本抵押或任何證明一切或任何義務或責任的文件，並送達抵押資產或其部份予任何受讓人。所有受讓人將因此從中獲得所有貴行擁有的權力及權利；轉讓後，貴行將從此就有關事宜完全解除任何責任，惟貴行亦可保留其它尚未轉讓的權利及權力。

## 12. 放棄及分割

- 12.1 本抵押所產生的抵押品不受貴行未曾或延遲接收抵押品、或任何已接收的抵押品的無效、或貴行現在或未來就有關本人/我們已或將獲取的貸款所達成的使用協議所影響。
- 12.2 儘管貴行疏忽、未有或延遲執行上述權利或貴行給予本人/我們寬限，一切貴行於本抵押之權利、權力及補救將繼續生效。
- 12.3 貴行或其任何受讓人未曾或延遲行使其權利、權力或補救並不會損害或等同放棄該等權利、權力或補救。另外，任何一次或部份行使該等權利、權力或補救亦不等同不可進一步行使其餘部份。該等權利、權力或補救屬累積性，並不排除法律所賦予的任何其它權利、權力或補救。

## 13. 責任限制及補償

- 13.1 本人/我們聲明，貴行無需就任何已因貴行或其員工、代理、或受讓人根據本抵押擁有、托管或控制的抵押資產而引致的損失及貶值負上責任，惟若因貴行故意錯失、疏忽或欺詐行為而造成的則除外。
- 13.2 即使貴行修改其憲章或抵押資產支持的該等人士、商號或公司或其它機構的憲章有所更改，均不會影響本抵押的有效性或等同解除本抵押。
- 13.3 若任何人士、商號、公司或其它機構因本抵押事宜、或抵押資產或任何部份針對本人/我們或貴行而採取法律行動，本人/我們同意按要求支付予貴行任何損失、成本或支出，包括一切法律、會計或其它專業費用。若該等法律行動已開始或索償已作出，貴行有權採取其認為合理的措施，包括暫停支付款項或送達抵押資產予本人/我們、取消或不履行本人/我們就抵押資產或其部份發出的指令或指示。本條款並不可詮釋為貴行有責任就有關行動或索償採取任何措施。
- 13.4 本人/我們聲明，除了本人/我們之外，並無其他人士、商號、公司或其它機構於任何抵押資產、本人/我們的賬戶擁有或將擁有權益，或與貴行有任何交易。
- 13.5 本人/我們同意按要求立刻補償貴行、其代理或受讓人一切因貴行持有抵押資產或根據本抵押貴行、其代理或受讓人所採取的任何事情而引致的一切損失、支出、債務、索償及要求，不論該等情況是否由於貴行及/或其提名人、代理、代表、聯名人或受權人的行為、延誤或遺漏所造成的。
- 13.6 若貴行收到本人/我們以一種貨幣(「次種貨幣」)支付拖欠貴行以另一種貨幣(「首種貨幣」)計算的款項，本人/我們就有關該款項的義務將未完全解除，直至貴行根據正常銀行程序以次種貨幣兌換首種貨幣。若購買的首種貨幣金額(扣除外匯兌換成本及任何其它有關費用後)少於欠款金額，本人/我們須就差額向貴行作出補償。此保償屬獨立於其它本抵押內務的額外義務。
- 13.7 《證券及期貨(客戶證券)規則》規定，註冊機構不得存放或借出客戶的證券或就對註冊機構作出的貸款或放款而作出的證券抵押品作任何用途，但如經有關客戶明確書面授權則除外。本人/我們可依據《證券及期貨(客戶證券)規則》向貴行給予同意，而若本人/我們給予上述同意，本人/我們應以將由貴行提供予本人/我們的表格給予同意。此同意表格將符合《證券及期貨(客戶證券)規則》，該規則規定任何上述同意應 (i) 可按本人/我們的酌情決定權而隨時由本人/我們撤銷及；(ii) 如屬非專業投資者的情況，指明該同意生效的期限，但應在該同意表格中所指明的期間持續生效，而無論如何不得超過十二個月。
- 13.8 上文第 13.7 段的任何規定不得阻止 (i) 貴行為強制執行根據本抵押產生的抵押品而處置證券或 (ii) 本抵押另行准許作出的任何證券銷售，包括但不限於為變現款項以支付依據本抵押欠下貴行的任何付款而作出的任何銷售。
- 13.9 儘管上述如何陳述，雙方明白若本人/我們支付予貴行全部抵押欠款、清償按上述利率及方式計算的利息(且並無扣減)及所有貴行根據本抵押有關抵押資產所花的費用，貴行須按本抵押條款隨時於支付後及按本人/我們要求下退回抵押資產予本人/我們，一切費用由本人/我們負責。不過，就證券而言，貴行並無責任退回其本人/我們原先存放或轉移時相同編號的證券，只需其屬於同一級別、面額及金額，並與當時存放或轉移的證券具相同地位(但有可能會受期間公司重組所影響)便可。

## 14. 香港證券

- 14.1 下列條款只適用於任何由香港特別行政區(「香港」)註冊成立或登記的公司、香港政府或任何已於香港交易所上市的公共機構或證券或由香港法律所監管的證券：-
- (i) 若證券由香港的中央結算系統(香港證券結算公司運作)(「CCASS」)持有，本人/我們可(但無責任)將本抵押及抵押權益通知有關存放組；
  - (ii) 不論什麼原因，若貴行終止參與 CCASS，任何之前存放於 CCASS 的證券將繼續成為本抵押的第一抵押權益，直至該抵押已按條款獲得解除為止；及

- (iii) 若任何貴行於 CCASS 賬戶之證券因 CCASS 發現差缺或其它因故採取行動而減少，貴行需退回予本人/我們證券的義務將因應減少。

## 15. 抵免及留置權

- 15.1 本人/我們同意貴行有權(不影響其享有的一般抵免權利或其它權利)在無需通知本人/我們或其他人士的情況下，隨時結合或綜合所有或任何本人/我們於貴行持有的賬戶，並轉賬任何結餘額抵免任何本人/我們拖欠貴行之款額、義務及(不論屬事實或或有的，現在或未來的)債務。
- 15.2 貴行就所有其持有屬於本人/我們的物業及資產擁有留置權，直至所有本人/我們拖欠貴行的款項完全清償為止，此權利額外於任何其它權利及補救。

## 16. 解釋

- 16.1 若「本人」或「我們」屬個人，則「本人」或「我們」包括其遺產執行人，個人代表或合法承繼人；若「我們」屬公司，則「我們」包括我們的承繼者及受讓人。
- 16.2 就有關本人或我們拖欠貴行的欠款及債務而言，「貴行」一詞(於本抵押內文容許的情況下)包括富邦銀行(香港)有限公司，富邦財務(香港)有限公司及其子公司。

## 17. 共同及個別責任

- 17.1 若我們包括多於一人，我們的義務及責任均屬共同及個別。若本抵押由合夥企業簽訂，一切協議、義務及責任將對不時經營合夥企業的人士具約束力。

## 18. 授權

- 18.1 本人/我們聲明，本人/我們授權富銀證券(香港)有限公司、其員工、提名人、代表或受權人(「獲授權代表」)代表本人/我們及以本人/我們名義採取下列行動：-
- (i) 從本人/我們於貴行維持的賬戶(下稱本人/我們的賬戶)中提取資金，以便獲授權代表以本人/我們名義購買於香港及/或其它世界各地上市的證券，有關獲授權人以本人/我們名義購買證券的單據可作為憑據，及同時將所購得的證券存入本人/我們於貴行維持的證券賬戶；
  - (ii) 從本人/我們證券賬戶中提取證券，以便獲授權代表以本人/我們名義出售證券，有關獲授權人以本人/我們名義出售證券的單據可作為憑據，及同時將出售所得的資金存入本人/我們的賬戶；及
  - (iii) 向貴行要求及索取一切有關本人/我們的賬戶的資料，包括但不限於賬戶月結單及一切關於本人/我們的賬戶的通知書及文件。

## 19. 不協調

- 19.1 本人/我們已簽署的賬戶開立文件及其它協議的條款將併入並構成本抵押；若賬戶開立文件及其它協議跟本抵押有任何不協調之處，一切以本抵押為準。若本人/我們與貴行簽訂的特別協議、契約或抵押文件的條款跟本抵押條款有不協調之處，一切以該等特別協議、契約或抵押文件的條款為準，或一切由貴行最終決定。

## 20. 通知

- 20.1 任何根據本抵押由貴行向本人/我們所發出的通知書、索償或其它通訊，若已寄往本人/我們所提供的地址或本人/我們不時以書面形式通知貴行的其它地址，將被視為該等通訊已正確地發出。貴行對本人/我們未能收受貴行根據本抵押所發出的通知書、索償或其它通訊並無責任，及所有該些通知書、索償或其它通訊上所載日期均被視為本人/我們收到它們的日期。

## 21. 獨立法律意見

- 21.1 本人/我們確認，貴行已建議本人/我們於簽署本抵押前應就本抵押所帶來的法律後果尋求獨立法律意見。本人/我們進一步確認，本人/我們已省覽及明白本抵押內容，及完全自主地簽署本抵押。

## 22. 適用法律、司法管轄權及語言

- 22.1 本抵押受香港法律所管轄，並按照香港法律來詮釋。為了保護貴行利益，本人/我們不可撤回地及無條件地接受香港法院具有非專利管轄權。
- 22.2 本抵押並無限制貴行可向本人/我們及/或本人/我們的物業所在的任何其他國家提出起訴，或進行任何法律容許的訴訟程序。貴行在任何國家所進行的訴訟將不影響貴行同時或分別於其他國家進行的其它訴訟。
- 22.3 如果貴行有此要求，本人/我們不可撤回地委任附表 1 中所指定的人士(「法律程序文件接收代理人」)為本人/我們的代理人，以代表本人/我們接收及認收在香港送達的任何法律訴訟文件。即使貴行曾要求本人/我們委任法律程序文件接收代理人，如果並無該獲委任的代理人(不論是基於失去時效或其他原因)，本人/我們應從速委任使貴行信納的繼任代理人，並就該項委任通知貴行。本人/我們同意，任何該等法律訴訟文件如已交付予法律程序文件接收代理人，應視為已充分地送達本人/我們，不論法律程序文件接收代理人是否向本人/我們發出送達通知。
- 22.4 本抵押之中文版本只提供作參考用途。若中、英文版本有任何歧異，概以英文版本為準。

## 23. 第三者權利

- 23.1 除貴行及本人/我們以外，任何其他人士均無權按香港法律第 623 章《合約(第三者權利)條例》強制執行本抵押的任何條款或細則。

富邦銀行(香港)有限公司(「富邦銀行香港」)是根據香港《存款保障計劃條例》(「該條例」)設立的存款保障計劃(「該計劃」)的成員。如果存放於富邦銀行香港的存款是根據該條例所界定的「受保障存款」，則將受該計劃保障，最高保障額為每名存款人港幣 500,000.00 元。在本抵押所構成的抵押存款持續有效期內，如該抵押存款符合該條例所界定的「受保障存款」資格，即受香港的《存款保障計劃》所保障。



## SCHEDULE 1 附表 1

### DEPOSITS (Note 1 and 2)

#### 存款 (註釋一及二)

Account No.

賬戶號碼

Amount

金額

Name and address of institution (the Third Party) with which Deposits held (Note 3)

持有存款機構(第三方)的名稱及地址 (註釋三)

### SECURITIES (Note 4 and 5)

#### 證券(註釋四及五)

Name and address of institution (the Third Party) with which Securities held (Note 6)

持有證券機構(第三方)的名稱及地址 (註釋六)

### PROCESS AGENT (Note 7)

#### 法律程序文件接收代理人(註釋七)

Name and address of company, law firm or accountants who will act as my/our Process Agent

將會擔任本人/我們的法律程序文件接收代理人的公司、律師行或會計師的名稱及地址

Note 1: Please refer to the definition ascribed to "Deposits" in Clause 1 of this Charge Over Assets by Borrower.

註釋一: 請參照此資產抵押(借款人抵押)第一條賦予「存款」的定義。

(a) If (i) all my/our Deposits with the Bank are charge under this Charge over Deposits by Borrower and (ii) no Deposits with a Third Party are Being charge, please fill in "N/A" in the space below.

如果(i)本人/我們於貴行的所有存款在此存款抵押(借款人存款抵押)項下被抵押及(ii)並無在第三方的存款正被抵押,請在下列空白處填「不適用」。

(b) If a specified account with a Third Party and all or specific Deposits with the Bank are being charged, then here state (i) the number of the account with the Third Party being charged and (ii) either "ALL DEPOSITS" (if all Deposits with the Bank are being charged) or the specific account number(s) of the Deposit(s) with the Bank being charged (if specific Deposit(s) with the Bank are being charged).

如果在第三方的指定賬戶及於貴行的所有或指定的存款正被抵押,則在此處說明(i)正被抵押於第三方的賬戶號碼及(ii)「所有存款」(如在貴行的所有存款正被抵押)或正被抵押於貴行的存款之指定賬戶號碼(如在貴行的指定款正被抵押)。

Note 2: If the Deposits with the Bank and a Third Party are being charged, please specify which accounts are with the Bank and which with the Third Party.

註釋二: 如果在貴行及第三方的存款正被抵押,請註明那些賬戶在貴行及那些賬戶在第三方。

Note 3: If all the charged Deposits are held with (or on behalf of) the Bank (meaning no Deposits with a Third Party are being charged), please fill in "N/A" in the space below.

註釋三: 如果所有被抵押存款確定在(或代表)貴行持有(意味著並無在第三方的存款正被抵押),請在下列空白處填「不適用」。

Note 4: Please refer to the definition ascribed to "Securities" in Clause 1 of this Charge over Assets by Borrower.

註釋四: 請參照此資產抵押(借款人抵押)第一條賦予「證券」的定義。

(a) If (i) all my/our Securities with the Bank are charged under this Charge over Deposits by Borrower and (ii) no Securities with a Third Party are being charged, please fill in "N/A" in the space below.

如果(i)本人/我們於貴行的所有證券在此存款抵押(借款人存款抵押)項下被抵押及(ii)並無在第三方的證券正被抵押,請在下列空白處填「不適用」。

(b) If specified Securities held with a Third Party and all or specific Securities with the Bank are being charged, then here state (i) the Securities with the Third Party being charged and (ii) either "ALL SECURITIES" (if all Securities with the Bank are being charged) or the specific Securities with the Bank being charged (if specific Securities with the Bank are being charged).

如果在第三方所持有的指定證券及在貴行的所有或指定證券正被抵押,則在此說明(i)在第三方的證券正被抵押及(ii)「所有證券」(如果在貴行的所有證券正被抵押)或在貴行的指定證券正被抵押(如果在貴行的指定證券正被抵押)。

Note 5: If Securities with the Bank and a Third Party are being charged, please specify which Securities are held with the Bank and which held with the Third Party.

註釋五: 如果在貴行及第三方的證券正被抵押,請註明那些證券由貴行所持有及由第三方所持有。

Note 6: If all the charged Securities are held by (or on behalf of) the Bank (meaning no Securities with a Third Party are being charged), please fill in "N/A" in the space below.

註釋六: 如果由(或代表)貴行持有所有被抵押的證券(意味著並無第三方的證券正被抵押),請在下列空白處填「不適用」。

Note 7: If I/we are incorporated, registered as an overseas company, or non-Hong Kong company, or permanently resident, in Hong Kong, there is no need to appoint a Process Agent. please fill in "N/A" in the space below.

註釋七: 如果本人/我們是在香港成立、註冊的海外公司或非香港公司或永久居民,則無需委任法律程序文件接收代理人,請在下列空白處填「不適用」。



## NOTICE OF SECURITY INTEREST

## 抵押權益通知

To: [Institution/person holding Deposits/Securities]

[Date]

致: [持有存款/證券的機構/人士]

[日期]

Address

地址

1. I/We hereby give you notice that, pursuant to a Charge over Assets (the "**Charge**") dated [ ] 200[ ] between me/us and Fubon Bank (Hong Kong) Limited and/or Fubon Credit (Hong Kong) Limited (together or either, "**Fubon**"), I/we granted to Fubon certain security interests in and over all my/our present and future rights, benefits, title and interest in and to:

本人/我們特此通知閣下/貴公司，依據本人/我們及富邦銀行(香港)有限公司及/或富邦財務(香港)有限公司(統一或個別稱「富邦」)之間於 200[ ] 月[ ] 日訂立的資產抵押(「該抵押」)，本人/我們將本人/我們在下列各項中及對下列各項的若干抵押權益授予富邦，即所有本人/我們現時及未來在下列各項及對下列各項的權利、利益、所有權及權益：

(a) the accounts with you listed below (the "**Bank Accounts**") including all monies in whatever currency now or at any time hereafter standing to the credit of any Bank Account and all additional monies deposited to, or renewals or replacements of, such monies and all interest payable thereon

下文列出在閣下/貴公司開立的賬戶(「銀行賬戶」)，包括在現在或今後任何時間記入任何銀行賬戶貸方的以任何貨幣為單位的所有款項和存入該等銀行賬戶的所有新增款項，或該等款項的所有續期額或替換額，和就該等款項而須支付的所有利息

Name of Account

Account Number

賬戶名稱

賬戶號碼

[ ]

[ ]

(Note)

[ ]

[ ]

(註釋)

(b) the securities held by you on my/our behalf listed below (the "**Securities**")

下文列出由閣下/貴公司代表本人/我們持有的證券(「證券」)

Name of Account

Account Number

賬戶名稱

賬戶號碼

[ ]

[ ]

(Note)

[ ]

[ ]

(註釋)

2. I/We have agreed in the Charge that I/we will not dispose of (including, without limitation withdraw deposits), charge or otherwise encumber or agree to dispose of (including, without limitation, withdraw deposits), charge or otherwise encumber the benefit of all or any of my/our rights, benefits, titles and interest in and to the Bank Accounts and/or the Securities without Fubon's prior written consent.

本人/我們在抵押中已同意，未經富邦事先書面同意，本人不會或不會同意將所有或任何本人/我們在及對銀行賬戶及/或證券的權利、利益、所有權及權益的利益進行處置(包括但不限於提取存款)、抵押或其他形式的產權負擔。

3. I/We hereby instruct you to furnish directly to Fubon full statements and particulars of all my/our Deposits and/or Securities held with you and to disclose to Fubon such other financial statements and information relating to any Bank Account or Securities as Fubon may from time to time request.

本人/我們特此指示閣下/貴公司直接向富邦提供有關閣下/貴公司所持有的所有本人/我們的存款及/或證券的詳盡結單及資料，並且向富邦披露其可不時要求與任何銀行賬戶或證券有關的該等其他財務報表及資料。

4. You agree not to claim or exercise any security interest in, set-off, counterclaim or other rights in respect of any Bank Account (or any monies credited to any Bank Account) or Securities.

閣下/貴公司同意不會申索或行使有關任何銀行賬戶(或記於任何銀行賬戶貸方的任何款項)或證券的任何抵押權益、抵銷、反申索或其他權利。

5. This Notice and the instructions contained in it are irrevocable without the prior written consent of Fubon.

未經富邦事先書面同意，本通知及其中所載的指示均不可撤銷。

Please acknowledge receipt of this Notice, and confirm your agreement to the above by signing the acknowledgement on the attached copy of this Notice and returning that copy to Fubon.

請簽署本通知隨附副本上的認收書，並將該副本交回富邦，以示確認收到本通知，並且確認閣下/貴公司同意上文。

Yours faithfully,

For and on behalf of

代表

謹啟

Note: If none, please fill in "N/A"

註釋：如無有關事項，請填「不適用」

To: Fubon Bank (Hong Kong) Limited and/or  
Fubon Credit (Hong Kong) Limited

致： 富邦銀行(香港)有限公司及/或  
富邦財務(香港)有限公司

We acknowledge receipt of the Notice of which this is a copy and agree to comply with its terms. We confirm that we have not received any other notice of charge or assignment or notice that any other person claims any rights in respect of any Bank Accounts/Securities.

我們確認收到該通知，而此乃其副本，並且同意遵從其條款。我們確認，我們並未收到有關任何銀行賬戶/證券的任何其他抵押或轉讓通知，或任何其他人士申索有關任何銀行賬戶/證券的任何權利的通知。

.....  
For and on behalf of  
代表

[Institution/person holding Bank  
Accounts/Securities]  
[持有銀行賬戶/證券的機構/人士]

謹啟

Date:  
日期

IN WITNESS WHEREOF this Deed is entered on this 22 day of June 2017  
見證此抵押契約於〔日期〕

Executed as follows:-  
簽訂如下

**FOR INDIVIDUAL/JOINT PARTNERSHIP/SOLE PROPRIETOR 適用於個人／合夥企業／獨資企業**

Signed Sealed and Delivered by:  
簽署、蓋章及交付

S.V.

S.V.

Signature of Individual/Proprietor/Partner  
個人／東主／合夥人簽署

Signature of Individual/Proprietor/Partner  
個人／東主／合夥人簽署

Name: \_\_\_\_\_  
姓名

Name: \_\_\_\_\_  
姓名

HKID / Passport No.: \_\_\_\_\_  
香港身份證／護照號碼

HKID / Passport No.: \_\_\_\_\_  
香港身份證／護照號碼

S.V.

S.V.

Signature of Individual/Proprietor/Partner  
個人／東主／合夥人簽署

Signature of Individual/Proprietor/Partner  
個人／東主／合夥人簽署

Name: \_\_\_\_\_  
姓名

Name: \_\_\_\_\_  
姓名

HKID / Passport No.: \_\_\_\_\_  
香港身份證／護照號碼

HKID / Passport No.: \_\_\_\_\_  
香港身份證／護照號碼

Name of Firm/Sole Proprietor: \_\_\_\_\_  
公司／獨資公司名稱

*N.B. For partnership, all partners or authorized partners(s) should sign.*  
注意：如屬合夥公司，所有合夥人或獲授權人士必須簽署。

Signature of Witness  
見證人簽署

Name: \_\_\_\_\_  
姓名

HKID / Passport No.: \_\_\_\_\_  
香港身份證／護照號碼

FOR LIMITED COMPANY 有限公司通用

Sealed with the Common Seal of the Company named below

加蓋〔公司名稱〕鋼印

Build King Construction Limited )

and signed by CHEUNG SIU LUN and )

及由〔姓名〕簽署

LEE MAN WAT )

in the presence of:- )

並由見證人見證

Signature of Witness

見證人簽署

Name: CHANG KAM CHUEN

姓名

HKID / Passport No.:

香港身份證／護照號碼

\* delete where applicable

刪去不適用者

Director

董事

Director/Secretary/Authorised Person\*

董事／秘書／獲授權人士

CERTIFIED COPY OF BOARD RESOLUTION 董事會決議核證副一

Build King Construction

Limited

〔公司名稱〕有限公司

We, the undersigned, being the Chairman and Director/Secretary\* of the above Company respectively, do hereby certify: -  
我們，下述簽署者，分別作為上述公司的主席／秘書\* 茲核證如下

"That a duly convened board meeting of the Company held on the 29th day of May, 2017 at which all the directors of the Company had duly declared in full the nature and extent of his/her/their interests as directors, or otherwise in the proposed transaction, arrangement and/or contract in accordance with ~~the Companies Ordinance (Cap. 622)~~ and the Articles of Association of the Company including his/her/their respective interests (if any) in the Company and/or in the Borrower, and that the board considered that it would be in the commercial interest of the Company to execute the **Charge Over Assets** hereinafter mentioned and it was resolved that the Charge Over Assets (in the form produced to the Board) be executed in favour of **FUBON BANK (HONG KONG) LIMITED** and/or **FUBON CREDIT (HONG KONG) LIMITED** by the Company by affixing the Common Seal and that it be signed by any two director(s) and/or\* to guarantee and secure all monies and liabilities due to owing by the Company to **FUBON BANK (HONG KONG) LIMITED** and/or **FUBON CREDIT (HONG KONG) LIMITED**."

「於\_\_\_\_\_「日期」舉行及妥為召開的（公司名稱）有限公司董事會議，本公司全體董事已按《公司條例》（第 622 章）及本公司章程規定，全面披露其作為本公司董事或擔任其他職務於所擬訂立的交易、安排或合約中所有利害關係的性質及範圍，包括其於本公司及/或借款人公司中各自的利益（如有），董事會認為簽訂「資產抵押」符合本公司的商業利益，並議決由「人數」名董事或（代表名義）代表公司簽署，並於資產抵押（格式已由董事會省覽）上加蓋公司鋼印，以此作為對富邦銀行（香港）有限公司及/或富邦財務（香港）有限公司借貸及債務的抵押及擔保。

Dated the 22nd day of June, 2017

〔日期〕

Chairman 主席

(Name in block letter: CHEUNG SIU LUN)

姓名（正楷）

Director/Secretary\*

董事／秘書\*

(Name in block letter: LEE MAN WAI)

姓名（正楷）

\* Delete whichever is not applicable 刪去不適用者