

Terms and Conditions of CCB (Asia) Mortgage Loan Facility Letter (Effective tentatively in the fourth quarter of 2018)

1. Purpose

You shall apply the loan drawn under the Loan Facility (the "**Loan**") towards financing the purchase of the Property for the usage specified in the Schedule. Without affecting the obligations of the Obligors in any way, we are not bound to monitor or verify the application of the Loan. If the Property is not used for the usage specified in the Schedule, we have the sole discretionary rights to demand immediate repayment of the outstanding balance of the Loan (or any part thereof), to amend the interest rate and/or to impose such conditions as we shall, in our sole discretion consider appropriate.

2. Conditions precedent

Our obligation to make the Loan Facility available is subject to the following conditions precedent:

- (a) We have received before the drawdown date under the Loan Facility the document(s) set out in the Schedule ("**Documents**").
- (b) The mortgagor of the Property (the "**Mortgagor**") must be able to show good title to the Property and such title must be approved by our solicitors.
- (c) There is no reduction in the original appraised value of the Property on the date immediately preceding the drawdown date.
- (d) We have received an appraised report satisfactory to us.
- (e) There is no material change of facts or circumstances which may render any information, statement, representation or particulars given by any of the Obligors to us in or in connection with the Application Form (as defined below) or any other ancillary documents untrue or incomplete.

3. Utilization of the Facility

- (a) The Loan Facility is available for a single drawing up to “_____” or (if earlier) within 3 months from the date of the Commitment Certificate or revised Commitment Certificate (as the case may be). If no drawdown is made within that period, the Loan Facility will automatically be cancelled.
- (b) We reserve the right to increase, reduce or cancel the Loan Facility or any part of it at any time by notice to you. However, if there occurs an event or a series of events which in our opinion might have a material and adverse effect on the financial condition of yourself or the Guarantor (if any), the Loan Facility may be modified, reduced or cancelled by us without prior notice to you.

4. Drawdown

Notwithstanding any provision hereunder and in other relevant loan documentation, no loan drawdown can be effected with us on a Saturday or a general holiday (as defined in the General Holidays Ordinance Chapter 149 of the Laws of Hong Kong) ("General Holiday"). Your drawdown date is scheduled “_____” and for any change in the scheduled drawdown date, 7 days prior written notice is required and subject to our Bank's approval.

5. Payment

Notwithstanding any provision hereunder and in other relevant loan documentation, if any payment

hereunder falls to be due and payable by you on a Saturday or a General Holiday, it will be collected by us on the immediate following day which is not a Saturday or a General Holiday, save and except that if any payment hereunder falls to be due and payable by you on a Saturday which is the last day of a calendar month and which is not a General Holiday, it will be collected by us on the immediate preceding day which is not a General Holiday.

6. Interest

- (a) Subject to the provisions in (b) below, interest on the Loan Facility will be charged at the rate set out in the Schedule. Interest accrues from day to day and is computed on the basis of a year of 365 days and for the actual number of days elapsed.
- (b) If the interest rate set out in the Schedule shall on any day higher than the rate of “_____”% per annum below the China Construction Bank (Asia) Corporation Limited floating Hong Kong Dollar Prime Rate (as shall be determined by us at our sole discretion from time to time) (“Prime Rate”), interest for that day shall be charged at the rate of “_____”% per annum below the Prime Rate instead of the rate set out in the Schedule.
- (c) On any day when HIBOR cannot be determined, HIBOR for that day shall for the purpose of calculation of interest be deemed to be the HIBOR on the day immediately before that day or (if HIBOR cannot be determined on such day) on the day immediately preceding that day on which HIBOR can be determined.
- (d)
 - (i) Default interest will be charged by us on any overdue amount under the Loan Facility at the rate set out in the Schedule from the due date until the date of payment. We may at our sole discretion change the default interest rate by serving a prior written notice on you and such change of the default interest rate will take effect on the date specified in the notice.
 - (ii) A late charge (at the rate/in the amount) set out in the Schedule will be payable by you in addition to the default interest mentioned above on any overdue amount under the Loan Facility. The total amount of such late fees together with the default interest will not be deducted from any repayment made on the principal portion of the Loan. Such charges will be separately deducted in addition to principal portion of the loan.

7. Repayment

- (a) The Loan together with interest accrued on it is to be repaid by such number of monthly instalments (and each monthly instalment in such amount) as stated in the Schedule commencing one month after the date of the drawdown of the Loan.
- (b)
 - (i) The number of monthly instalments or the amount of each monthly instalment (whichever is applicable according to the repayment option selected by you in the Schedule) will be revised at the intervals of 3 months on the same day of drawdown based on the interest rate prevailing on the relevant date on which such revision is made. The first revision will be made on the same day of drawdown 3 months after the date of drawdown and subsequent revisions will be made at the intervals of 3 months.
 - (ii) Notwithstanding the provision contained in (b)(i) above, you agree that we may at our sole discretion revise the amount of each monthly instalment and the number of monthly instalments at any time based on the interest rate prevailing on the relevant date on which such revision is made and there is no limit on the number of such revision.
 - (iii) The revised number of monthly instalments or the revised amount of each monthly instalment (whichever is applicable) will take effect on the next instalment due date after such revision is made.

- (c) If in any event apart from (b) hereinabove mentioned, the number of monthly instalments or the amount of each monthly instalment has to be revised due to the change of the **Spread** (subject to agreement between you and us) or partial prepayment being made by you or other incidents which we think will necessitate such revision, we will make such revision on the date on which the relevant incident first takes place based on the interest rate prevailing on that date if such date is a monthly instalment due date or otherwise on the coming instalment due date based on the interest rate prevailing on that date. The revised number of monthly instalments or the revised amount of each monthly instalment (whichever is applicable) will take effect on the next instalment due date after such revision is made.
- (d) Whenever a revision of either the number of monthly instalments or the amount of each monthly instalment is made, we will serve on you a notice in writing specifying the revised number of monthly instalments or the revised amount of each monthly instalment (as the case may be) and the interest rate on the date of such revision.
- (e) We may at our sole discretion credit instalments either first towards payment of interest due on the outstanding Loan and next in repayment of any sums, other than principal, due and owing by you in respect of the Loan or first in repayment of any sums, other than principal, due and owing by you in respect of the Loan and next towards payment of interest due on the outstanding Loan. The balance (if any) shall be applied in reduction of the outstanding principal of the Loan.
- (f) Notwithstanding the repayment option selected by you in the Schedule, we reserve our right to revise either the number of monthly instalments or the amount of each monthly instalment in the manner set out hereinabove at our sole discretion.

8. Prepayment

You may prepay the Loan in full or in part (in a minimum amount and integral multiples set out in the Schedule) by giving us written notice with a notice period not less than that set out in the Schedule. On the date of any prepayment, you shall pay to us a prepayment fee in the amount set out in the Schedule. Irrespective of whether a prepayment fee is payable, a prepayment handling fee in the amount set out in the Schedule will be payable for each prepayment made during the tenor of the Loan.

(a) Partial Prepayment

- (i) Any prepayment in part can only be made on a monthly instalment due date and will be applied against the repayment instalments in inverse order of maturity.
- (ii) If you request to prepay the Loan in part on a date other than a monthly instalment due date, interest for the amount to be prepaid will be calculated up to the coming monthly instalment due date.

(b) Full Prepayment

If you prepay the Loan in full on a date other than a monthly instalment due date, interest on the outstanding Loan will be calculated up to the date immediately before the coming monthly instalment due date and the interest rate for calculation of interest for the period from the date of full prepayment to the date immediately before the coming monthly instalment due date shall be the interest rate set out in the Schedule on the date immediately before the date of full prepayment.

9. Designated Current Account (For Value-Added Mortgage Only)

- (a) You shall open a designated current account in your name with us ("**Account**") for the purpose of repayment of the indebtedness owed by you to us under the Loan Facility.

- (b) Subject to the provisions in paragraphs 9(c) and 9(d) below, interest on the Account will accrue on the daily credit balance of the Account ("**Daily Credit Balance**") at a rate equivalent to the Loan Interest Rate or at such other rate as we may, in our absolute discretion, specify from time to time ("**Account Interest Rate**"). Accrued interest will be credited to the Account monthly or at such other intervals as we may, in our absolute discretion, determine from time to time.
- (c) The Account Interest Rate is only applicable to the Daily Credit Balance up to a maximum amount of 50% of the then outstanding principal amount under the Loan Facility and no interest will accrue on the surplus amount.
- (d) You hereby acknowledge that the interest on the Account as mentioned in paragraph 9(a) above shall not be payable upon the occurrence of any one or more of the following events:
 - (i) if the Plan is, for whatever reason, cancelled or suspended;
 - (ii) if the Account is, for whatever reason, closed or suspended;
 - (iii) if you, the Mortgagor or any other relevant party(ies) fail(s) to pay any monies to which we are entitled under the Loan Facility on the relevant due date (if applicable);
 - (iv) if you, the Mortgagor or any relevant party(ies) breach(es) any provision contained in any document in relation to the Loan Facility;
 - (v) if an event of default mentioned in any document in relation to the Loan Facility (including, in particular and without limitation, the relevant mortgage deed) arises;
 - (vi) if the Loan Facility has been fully repaid to our satisfaction.
- (e) We shall be entitled to and you hereby authorize us to debit, at any time and from time to time, the Account for the payment to us of any sum which we are or shall be entitled to in respect of the Loan Facility (including, in particular and without limitation, default payment as referred to in paragraph 6(d) above and handling fees for your application under the Plan and for each subsequent amendment to the Plan requested by you and agreeable to us).
- (f) We may, at any time, without assigning any reason thereof and by 30 days' prior written notice or if situation warrants, shorter or even without notice, suspend the Plan and/or the Account or cancel the Plan and /or close the Account if circumstances arise or continue which in our opinion place or may place our position in jeopardy or if we otherwise consider in our absolute discretion that continued existence and operation of the Plan and/or Account would prejudice our interest or would not be consistent with prudent banking practice.

10. Insurance

Unless the Property is insured against fire risks under a master insurance policy ("**Master Insurance Policy**") satisfactory to us, you or the Mortgagor shall effect and maintain at your or the Mortgagor's cost insurance of the Property against fire risks with QBE Hongkong & Shanghai Insurance Ltd. (our partially-owned subsidiary), China Taiping Insurance (HK) Company Ltd. or such other insurer which is either on our approved list or authorized by the Office of the Commissioner of Insurance of the Hong Kong SAR (or the equivalent insurance regulator in Hong Kong) and acceptable to us. You or the Mortgagor may choose whether the insured amount should be based on the original loan amount, the current loan amount or the cost of reinstating the Property. If the insured amount is based on the original loan amount or the current loan amount, you shall be fully responsible for any shortfall between the cost of reinstating the Property and the payout of the fire insurance. If the insured amount is based on the cost of reinstating the Property, we shall arrange for valuation of the Property to be conducted by our nominated surveyor upon application and annual policy renewal. The valuation and administration fee is waived for the valuation conducted upon application but we will charge you the valuation and administration fee for each valuation conducted upon annual policy renewal. Details of the insured amount selected by you and the relevant charges (if any) are shown in the Schedule. The insurance policy must denote our interest as mortgagee. You or the Mortgagor shall, promptly following demand by us, produce to us the policy, certificate or cover note relating to the insurance of the Property and the receipt for the payment of the insurance premium. Otherwise, we will insure the property on behalf of you or the Mortgagor, the premium of which shall be debited from your account with us.

11. Costs and expenses

- (a) You shall bear all reasonably and properly incurred costs and expenses (including legal fees of both the solicitors who represent yourself/yourselfs and the solicitors who represent us to prepare mortgages on properties and enforcement costs and expenses), stamp duty, registration fee and similar tax or charges payable on or in connection with this letter, the Documents, subsequent release or reassignment and any other related documents and any variation, supplement or amendment to any of those documents or this letter. Without limiting the foregoing, we may, in our discretion, employ a third party debt collection agency to collect any overdue amounts and you shall indemnify us for all reasonable costs incurred.
- (b) You shall also pay the valuation fee in respect of the Property and (where there is no Master Insurance Policy) the first month's fire insurance premium in the amounts set out in the Schedule and you agree that such amounts will be deducted from the proceeds of the Loan. You also agree that subsequent monthly fire insurance premium may be debited to any of your accounts with us.

12. Undertaking Re Unauthorized Structures

You agree with and undertake to us that if there is at present or there will in future be an Order/Memorandum/Letter (or more than one) registered in the Land Registry against the Property and lodged by the Building Authority/manager of the property/other competent authority,

- (a) You will promptly inform us and will at your own costs demolish or remove the unauthorised or illegal structure and procure a discharge of the encumbrance(s) in question and to comply with all the terms mentioned in the encumbrances so registered;
- (b) You will at all times keep us fully indemnified against all claims proceedings loss damages costs charges and expenses which we may suffer as a result of the existence and demolition of the unauthorised or illegal structure or compliance;
- (c) The drawdown of the loan with or without our knowledge of the existence of such encumbrance does not stop us from issuing proceedings against you for breach of the covenant in the Mortgage to keep the property unencumbered and for an Order for repossession.
- (d) In the event of your failure to comply with the undertaking herein, we may at our absolute discretion call in the loan and exercise any other rights as lender and mortgagee.

13. E-Alert Service with Land Registry

You acknowledge that the owner or all the co-owners (for the case of co-owned property) of the Property was/were requested to give his/her/their express consent to subscribe to the Land Registry's e-Alert Service (whereby we will receive electronic notifications from the Land Registry when further mortgage documents in respect of the Property are lodged for registration with the Land Registry) in relation to the Property. You understand that if the owner or any co-owner has not given his/her consent, we may have adopted more prudent measures in relation to your application, which may have affected the terms of the Loan such as interest rate, loan-to-value ratio, etc. You understand that the owner or any co-owner may choose to withdraw his/her consent by notifying us or the Land Registry at any time. However we reserve the right to change the prevailing terms of the Loan (e.g. increase the interest rate and/or reduce the loan-to-value ratio) if the e-Alert service is terminated. You understand that we will not charge you any fee for subscribing to the e-Alert Service for the first time in relation to the Property. In the event that the e-Alert Service is terminated but the owner or all the co-owners subsequently wish(es) to subscribe to the e-Alert Service again, we reserve the right to charge you the fee for re-subscription.

14. Miscellaneous

- (a) The Loan Facility is also subject to:
 - (i) those terms and conditions (if any) marked with an “x” in the Schedule; and
 - (ii) any relevant provisions of any general agreement signed by you in our favour.
- (b) The obligations of each Obligor under this letter are joint and several. In particular, your payment obligations under this letter can be enforced by us against any other Obligors.
- (c) Our rights under this letter are cumulative and not exclusive of our rights under the general law and may be waived only in writing and specifically. Delay in exercising or non-exercise of any such rights is not a waiver of that right

15. Connected Lending Disclosure

You/the Guarantor/the Mortgagor/the Third Party Security Provider (collectively “the Obligors”) shall inform us in writing if:

- (a) any of the Obligors is/was (within the past 12 months) a director/a substantial shareholder/chief executive/employee of any member of China Construction Bank Group (“CCB Group”) or *relative of or trustee for any such director/substantial shareholder/chief executive/employee; or
- (b) CCB Group or any director of CCB Group, and/or any *relative of any such director is/are the majority shareholder controller, minority shareholder controller(s), indirect controller(s), director(s), partner(s), manager(s), and/or agent(s) of any of the Obligors; or
- (c) any of the Obligors is/are or become(s) in any way connected with :
 - (i) a director of us or of any of our subsidiaries and/or associated companies; or
 - (ii) an entity controlling 10% or more of the shares of us or any director of such entity; or
 - (iii) an indirect controller of us or any director of such indirect controller.

[*Note: relative is defined in Section 79(1) of the Banking Ordinance (Cap. 155 of the laws of Hong Kong).]

16. Governing law

This letter is governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region.

17. Governing version (Not Applicable to Shell Company)

This letter is signed in English and the Chinese translation of it is for reference only. The English version of this letter is the governing version and shall prevail whenever there is any discrepancy between the English version and the Chinese translation of it.

中國建設銀行(亞洲) 樓宇按揭貸款確認信條款及細則 (2018 年第四季度或之後生效)

1. 貸款金額及目的

- (a) 貴客戶應使用貸款信貸下所提取的貸款(“貸款”)作購買有關物業融資或再融資，或用作支付物業的餘款的融資。物業需用作附錄所規定的用途。本行無義務監督或核查貸款的使用，但借款人的義務不因此而受任何影響。若物業不是用於如附件所述用途，本行有單獨決定權要求貴客戶立即償還貸款信貸的所有欠款(或其部份)、修改利息及/或增加任何本行單獨認為合適的條款。
- (b) 貴客戶及/或按揭人需於銀行要求的一個月內或在每一貸款提取周年提供一張關於物業住戶狀況的證明(內容及格式需為本行滿意)。如貴客戶或按揭人未能提供該證明或有任何違反於附錄所規定的物業用途，本行可減少或取消貸款信貸及/或本行有權要求貴客戶立即償還貸款信貸。

2. 先決條件

本行提供貸款信貸的義務有以下先決條件：

- (a) 本行于貸款信貸項下首次提款之前已收到附錄所列的文件(“有關文件”)。
- (b) 有關物業的按揭人(“按揭人”)必須能夠表明對物業擁有妥善的業權，而且該業權必須經本行律師認可。
- (c) 於首次提款日之前一日，有關物業的原估值無減少。
- (d) 自本函日期以來，貴客戶以及(如果貸款信貸下貴客戶的義務受到保證)保證人(“保證人”)的財政狀況無重大不利變化。
- (e) 本行收到及滿意有關物業估值報告。
- (f) 沒有任何事實或情況的重大不利變化引致任何由承擔人提供給銀行的資料、陳述、狀況或任何關於申請表(如以下界定)或任何輔助檔的資料不真實或不完整。
- (g) 所有列於承諾證明書(如附件所界定)的條款已附合。
- (h) 如借款人是公司(“空殼公司”):-
 - (i) 空殼公司應是在香港或以外地區註冊的股份有限公司，並于提取借款時以持有物業為公司的單一目的。此外，除了出租物業外，空殼公司不可參與任何營商活動。
 - (ii) 空殼公司的每位股東及董事應對本貸款信貸提供分別及共同的擔保。
 - (iii) 在貸款生效時，空殼公司應就按揭保險公司(“HKMCI”)不時要求提供所有文件及資料。

3. 信貸的使用

- (a) 貸款信貸供貴客戶在_____或(提早)由承諾證明書或修改的承諾證明書(如有)的日期起三個月內提取。如在該期限內不提取，貸款信貸將自動取消。
- (b) 本行保留權利在隨時通知貴客戶之後增加、減少或取消貸款信貸或其任何部分。然而，如果發生本行認為可能會對貴客戶及保證人(如有)的財政狀況有重大不利影響的一個或一系列事件，本行可在不預先通知貴客戶的情況下修改、減少或取消貸款信貸。

4. 提取借款

即使本文或其他相關文件另有規定，銀行不會在週六或公眾假期(根據香港法例第149章，公眾假期條例所界定)(“公眾假期”)執行提取借款。提取貸款信貸日期定於_____，如有任何更改，須於7個工作天前通知本行並須獲得本行同意。

5. 付款

儘管項下及其他相關的借款檔的條款另有規定，如項下之任何付款的到期及須繳交日為週六或公眾假期，銀行將會在緊接此日後的非週六及非公眾假期的第一日收取該付款；但如項下之任何付款的到期及須繳交日為週六，並為同一西曆月份的最後一日及非公眾假期，則銀行會在緊接此日前的非公眾假期日收取該付款。

6. 利息

- (a) 遵從以下(b)條之規定，貸款信貸的利息將按附錄所載利率收取。利息每日計算，一年按 365 日計，以實際日數為準。
- (b) 如附錄所載的利率于任何一天高於中國建設銀行(亞洲)股份有限公司指定之港元浮動優惠利率(由本行不時行使絕對酌情權厘定)(以下簡稱「優惠利率」)) 減_____ %年率，當天之利率將計為「優惠利率減_____ %之年率，而非附錄所載之利率。
- (c) 如在任何一天不能厘定香港銀行同業拆息率，則為方便計算利率起見，緊接的前一天之香港銀行同業拆息率，或(如前一天仍不能厘定香港銀行同業拆息率)之前可以厘定香港銀行同業拆息率的最近一天的香港銀行同業拆息率，將被視作當天之香港銀行同業拆息率。
- (d) (i) 貸款信貸項下如有任何逾期款項，本行將於欠款的到期付款日直至實際付款日期收取逾期利息，利率以附錄所訂為準。本行可自行酌情調整逾期利息，惟事前將向貴客戶發出書面通知。經調整之逾期利息將於通知書注明的日期開始生效。
(ii) 須繳付在附表中列明的逾期還款手續費(按百份率/金額)，及上述的逾期還款利息按貸款的逾期金額計算。所繳付的逾期還款手續費及逾期還款利息的總額將不會減少償還貸款本金的部分。所繳付的費用將另外扣除。

7. 還款

- (a) 貴客戶同意本行擁有不可推翻的權利隨時要求貴客戶立即償還貸款信貸。除非本行行使此項權利，否則貸款以及其應計利息應從貸款提款日之後 一個月起按附錄規定的期數分期每月(並按規定的每月還款額)償還。
- (b) (i) 每月還款期數或每月還款額(視乎附錄注明貴客戶選擇之還款方案而定)，將每隔三個月 在貸款提款同日，根據調整當日之現 行利率進行調整。首次調整將於貸款提款日後三個月同日進行，此後則每隔三個月調整一次。
(ii) 儘管以上(b)(i)條之規定，貴客戶同意本行可隨時自行行使酌情權，根據當日之現行利率調整每月還款額及每月還款期數，而且調整次數不限。
(iii) 經調整之每月還款期數或經調整之每月還款額(二者取其適用者)將於調整後下個還款到期日生效。
- (c) 假如除以上(b)條所載的情況外，本行鑒於利率差改變(遵從貴客戶與本行之協議)、貴客戶提前償還部份貸款或其他事況，而需要再次修改每月還款期數或每月還款額，如上述情況發生當天乃每月還款到期日，本行將根據當天之現行利率修改每月還款期數或每月還款額，否則會在下一個每月還款到期日根據當天之現行利率修改。經修改之每月還款期數或每月還款額(二者視乎情況而定)將於修改後下一個每月還款到期日開始生效。
- (d) 本行每次修改每月還款期數或每月還款額，均會向貴客戶發出書面通知，說明修訂後之每月還款期數或每月還款額(二者視乎情況而定)，以及修改當天之利率。
- (e) 本行可自行酌情將每月還款額入帳，首先用以支付尚未清償貸款的應繳利息，然後用以償還貴客戶就貸款欠負的任何非本金款項，又 或首先償還貴客戶就貸款欠負的任何非本金款項，然後支付尚未清償貸款的應繳利息。餘額(如有者)將用於扣減尚未清償的貸款本金。
- (f) 儘管附錄已注明貴客戶選擇之還款方案，本行仍保留權利，按本行酌情以上述所載方式修改每月還款期數或每月還款額。

8. 提前還款

貴客戶可向本行發出通知期不短於附錄注明期限的書面通知，提前償還貸款之全數或部分(依照附錄訂明之最低還款額及整倍數)。于提前還款當日，貴客戶需繳付載於附錄的提前還款費。不論貴客戶是否需繳付提前還款費，在貸款期限內每次提前還款均需繳付載於附錄的提前還款手續費。

- (a) 部分提前還款
 - (i) 貴客戶只可在每月還款到期日提前償還部分貸款，提前還款將以後到期先償還的順序抵銷分期還款。
 - (ii) 如貴客戶要求在非每月還款到期日提前償還部分貸款，提前還款之利息將計至下個每月還款到期日。
- (b) 全數提前還款
如貴客戶提前償還全部貸款當日並非每月還款到期日，尚餘貸款之利息將計至下個每月還款到期日前一天。貴客戶償還全部貸款當日至下一個每月還款到期日前一天的利息，將按照附錄所載於提前償還全部貸款當日前一天的利率計算。

9. 指定支票戶口(只適用於家存之寶按揭貸款計畫)

- (a) 貴客戶必須以貴客戶名義于本行開立指定支票戶口(“該戶口”)作為償還貴客戶就此貸款信貸所欠本行的債務。
- (b) 受限於下文第 9(c)及 9(d)段的情況下,該戶口的利息將為相等於貸款利率的利率或由本行絕對酌情不時指定的其他息率(“該戶口利率”),並在該戶口的每日存款結餘(“每日結餘”)累算。有關利息將於每月或由本行絕對酌情不時決定的其他時段存入該戶口。
- (c) 該戶口利率所適用的每日結餘的上限為不多於此貸款信貸在屆時尚未償還本金額的 50%的款額,而所超逾金額將不累算利息。
- (d) 貴客戶僅此確認,如發生以下任何一項或多項事件,本行將毋須繳付上文第 9(a)所述的利息:
 - (i) 本計畫由於任何原因被取消或終止;
 - (ii) 該戶口由於任何原因被結束或終止;
 - (iii) 借款人、按揭人或任何其他有關人士(「人士」)未有繳付本行有權享有的任何款項;
 - (iv) 借款人、按揭人或任何人士違反任何與貸款有關的文件所載的任何條文;
 - (v) 發生任何與貸款有關的文件(包括(但不限於)有關的按揭契據)所述的任何違約事件;
 - (vi) 貸款已清還並令本行滿意。
- (e) 本行有權及貴客戶僅此授權本行不時在該戶口扣除本行基於此貸款信貸而有權享有的任何款項(包括但不限於上文第 6(c)段所指的逾期款項、本計畫的申請手續費及貴客戶要求並獲本行同意對本計畫進行的每次其後修訂的手續費)。
- (f) 如出現本行認為危害或可能危害本行的情況或有關情況持續,或本行另行絕對酌情決定認為本計畫及/或該戶口的繼續存在及運作將會損害本行利益或與審慎的銀行守則不符,則本行可發出 30 天事前書面通知或(如情況需要)較短通知期的通知或甚至毋須通知,隨時終止本計畫及/或該戶口或取消本計畫及/或結束該戶口而毋須交代原因。

10. 保險

除非有關物業已在一份本行滿意的總保單(“總保單”)下投保火險,否則貴客戶自己應或應促使按揭人承擔費用,為有關物業向昆士蘭聯保保險有限公司(本行部分擁有的附屬公司)或中國太平保險(香港)有限公司或本行認可名單中或香港特別行政區保險業監理處(或等等的香港保險業監管機構)授權,且為本行接受的保險公司購買和保持火險。閣下或按揭人可選擇原貸款金額、現時貸款餘額、物業重建費用計算投保金額。如投保金額根據原貸款額或現時貸款餘額計算,閣下需全面負責基於保險賠償金額不足以支付物業重建費用而出現的差額。如投保金額根據物業重建費用計算,本行將會安排指定的測量公司為物業于首次申請時及保單續保時進行估價。首次估價費用及手續費是免費,惟閣下需在保單續保時負責相關的估價費用及手續費。閣下選擇之保額詳情及有關收費(如有)已注明於附錄中。保單必須注明本行作為承按人的利益。貴客戶自己應或應促使按揭人於本行提出要求後儘快向本行提交有關物業保險的保單、證明或暫保單以及保費付款憑證。否則本行將會代表閣下或按揭人購買火險,有關保費將會由閣下在本行的戶口中扣取。

11. 費用及開支

- (a) 凡與本函、有關文件、隨後的權利放棄或再轉讓、任何其他相關的檔以及對任何該等檔或本函的任何更改、補充或修訂有關的合理和適當發生的費用及開支(包括代表你/你們以及我們的律師樓就辦理抵押物業的律師費、強制執行成本和開支)、印花稅、登記費和類似稅項或收費,一律由貴客戶承擔。不限於前述費用及開支,本行可自行決定顧用催帳公司以收取任何逾期欠款,貴客需承擔一切合理產生費用。
- (b) 有關物業的估值費及(如無主保單)第一個月的火險保費,亦應由貴客戶按附錄規定的數額支付,而貴客戶同意該數額將從貸款款項中扣除。貴客戶亦同意隨後月份的火險保費可從貴客戶在本行的戶口中扣除。

12. 有關未獲授權建築物的保證

貴客戶向本行同意及保證,如現在或將來屋宇署/大廈管理人/其他有權機關就該物業呈交一份或多份命令/備忘錄/函件並於土地註冊處註冊,

- (a) 貴客戶會立即通知並本行由貴客戶自費拆卸或移除該未獲授權或非法建築物，並遵從有關被註冊的產權負擔的所有條款及促使有關產權負擔獲解除；
- (b) 在任何時候貴客戶會彌償及持續彌償本行因該未獲授權或非法建築物的存在、拆卸或遵守命令而引致的所有申索、法律程式、損失、損害訟費、費用及開支；
- (c) 無論本行的貸款是在本行知道或不知道有關的產權負擔的情況下作出，均不阻止本行因貴客戶違反按揭書內有關保持該物業免受產權負擔影響的條文而向貴客戶提出法律訴訟以取得強制收回的命令；
- (d) 如貴客戶未能遵守此等保證，本行可按酌情權要求還款並行使貸款人及承接人的其他一切權利。

13. 土地註冊處的電子提示服務

你確認物業的擁有人或者所有持有人（適用於共同持有物業）按照要求就有關物業申請土地註冊處的電子提示服務（透過該服務，我們已承接的物業有其他按揭文書交付土地註冊處辦理註冊時，我們便會收到該處發出的電子提示訊息）提供他/她/他們的同意。你明白如果擁有人或者任何持有人沒有提供他/她的同意，我們可能已使用更審慎的方式來處理你的申請，這可能影響貸款的條款如貸款利率，貸款比率等。你明白擁有人或者任何持有人均可在任何時候通過銀行或者土地註冊處撤回他/她的同意，但我們保留在電子提示服務被終止後更改現有貸款的條款（例如提高貸款利率以及/或者降低貸款比率）的權利。你明白銀行將不會就有關物業的首次申請電子提示服務收取任何費用。如該電子提示服務被終止後擁有人或所有持有人之後再申請電子提示服務，我們保留就有關再次申請向你收取費用的權利。

14. 其他

- (a) 貸款信貸亦受到以下規定的規限：
 - (i) 附錄中以“X”標出的條款及條件(如有)；和
 - (ii) 貴客戶向本行簽署的任何一般性協定的任何有關條款。
- (b) 每一位承擔人於此信貸函下的義務是分別及共同地承擔。尤其本行可對任何一位承擔人要求履行本信貸函下的還款責任。
- (c) 本行在本函下的權利為積累性權利，不排除本行在一般適用的法律下的權利，並且只可以通過書面明確放棄。延遲行使或不行使上述任何權利，並非是放棄該權利。

15. 有關連借貸之申報

若有下述情況，閣下/擔保人/抵押人/提供擔保的協力廠商（統稱為“義務者”）需以書面通知本行：

- (a) 義務者的任何一方現為或於過去12個月內 為中國建設銀行集團（“建設銀行集團”）的董事 /主要股東 /行政總裁 /雇員或任何該等董事 /主要股東 /行政總裁 /雇員的*親屬或受託人；或
- (b) 建設銀行集團或建設銀行集團的任何一位董事，或任何一位董事的*親屬為義務者的任何一方之大股東控權人、小股東控權人、間接控權人、董事、合夥人、經理或代理人；或
- (c) 義務者的任何一方在現在或將來與：
 - (i) 本行或其任何附屬公司及/或相聯公司的董事；或
 - (ii) 控制10%或以上本行之股權的人士或公司或該公司的任何董事；或
 - (iii) 本行的間接控權人或該間接控權人的任何董事有任何關連。

[*注：親屬的定義見香港法例第 155 章銀行業條例第 79 條 (1) 。]

16. 管轄法律

本函由香港特別行政區法律管轄和根據香港特別行政區法律解釋。

17. 准據文本(個人借款人適用)

本函以英文本簽署，其中文譯本僅供參考。本函的英文本為準據文本，如英文本與中文譯本之間有任何不一致之處，以英文本為準。