

本貸款協議由以下各方於 2022 年 12 月 2 日簽署；

**THIS LOAN AGREEMENT** is dated 2 December 2022 and made between:

- (1) 中國銀行股份有限公司（一家在中華人民共和國設立的股份有限公司）（通過其總行行事）（「貸款人」）；以及

**BANK OF CHINA LIMITED** (a company limited by shares incorporated in the People's Republic of China) (acting through its head office) (the "**Lender**"); and

- (2) 中國銀行（香港）有限公司（「借款人」）。

**BANK OF CHINA (HONG KONG) LIMITED** (the "**Borrower**").

雙方達成協議如下：

**IT IS AGREED** as follows:

1. 貸款人同意根據本協議的條款和條件向借款人提供貸款（「貸款」），借款人同意根據本協議的條款和條件向貸款人籌借貸款。

The Lender agrees to make available to the Borrower, and the Borrower agrees to borrow from the Lender, a loan (the "**Loan**") upon the terms and conditions of this Agreement.

2. 下文所列的貸款細節（「貸款細節」）將適用貸款。

The loan particulars (the "**Loan Particulars**") set out below will apply to the Loan.

3. 貸款的條款由以下各項構成：(a)雙方於 2022 年 10 月 26 日簽署的主協議附件 1 規定的主條款和條件(根據下文第 4 條修訂)（「主條款和條件」），主條款和條件將通過援引納入本貸款協議，如同本貸款協議完全規定主條款和條件一樣；以及(b)貸款細節。

The terms of the Loan are formed by (a) the master terms and conditions (the "**Master Terms and Conditions**") set out in Schedule 1 to the Master Agreement dated 26 October 2022 between the parties (as amended pursuant to paragraph 4 below) which are incorporated by reference in this Agreement as if fully set out herein and (b) the Loan Particulars.

4. 當納入本貸款協議時，主條款和條件的第 2.3(b)條應替換為以下內容:

Paragraph 2.3(b) of the Master Terms and Conditions shall be replaced in its entirety by the following when incorporated into this Loan Agreement:

"(b) 就任何固定利率貸款或就固定利率適用於固定至浮動利率貸款期間的任何付息日或還款日而言，如任何付息日或還款日並非營業日，該付款日應順延至下一個營業日，但因此導致該付款日處於下一個日曆月的情況除外，在這種情況下，該付款日應提前上一個營業日。

In respect of a Fixed Rate Loan or in respect of any Interest Payment Date or Repayment Date occurring when a fixed rate of interest applies to a Fixed to Floating Rate Loan, if any Interest Payment Date or Repayment Date would otherwise fall on a date which is not a Business Day, it will be postponed to the next Business Day unless it would thereby fall into the next calendar month, in which case it will be brought forward to the preceding Business Day."

5. 貸款將在貸款細節規定的提款日發放。

The Loan is made on the Drawdown Date specified in the Loan Particulars.

6. 除非本協議規定不同的含義，本協議中的術語應具有主條款和條件第 5 條（定義）定義規定的含義。

Terms defined in paragraph 5 (*Definitions*) of the Master Terms and Conditions have the same meaning in this Agreement unless given a different meaning in this Agreement.

7. 如主條款和條件與貸款細節存在任何不一致之處，以貸款細節為準。

If and to the extent there is an inconsistency between (a) the Master Terms and Conditions and (b) the Loan Particulars, the Loan Particulars shall prevail.

<b>貸款細節</b>	
<b>Loan Particulars</b>	
借款人： Borrower:	中國銀行（香港）有限公司 Bank of China (Hong Kong) Limited
貸款人： Lender:	中國銀行股份有限公司（一家在中華人民共和國設立的股份有限公司）（通過其總行行事） Bank of China Limited (a company limited by shares incorporated in the People's Republic of China) (acting through its head office)
貸款人的母集團處置 機制當局： Home Authority of the Lender:	中國銀行保險監督管理委員會和中國人民銀行 China Banking and Insurance Regulatory Commission and People's Bank of China
貸款類型： Type of Loan:	LAC 貸款 LAC Loan
本金金額：	美元 1,000,000,000

貸款細節 Loan Particulars	
Principal amount:	USD 1,000,000,000
提款日： Drawdown Date:	2022 年 12 月 6 日 6 December 2022
利率： Rate of Interest:	
固定利率貸款： Fixed Rate Loan:	年息百分之 4.99 4.99 per cent. per annum
付息日： Interest Payment Dates:	2023 年 12 月 6 日、2024 年 12 月 6 日和 2025 年 12 月 6 日。 6 December 2023, 6 December 2024 and 6 December 2025.
最終還款日： Final Repayment Date:	2025 年 12 月 6 日， <b>但前提是最終還款日應不早於提款日後一年。</b> 6 December 2025, <b>provided that</b> the Final Repayment Date shall fall no earlier than one year after the Drawdown Date.
可選提前還款日： Optional Early Repayment Date:	2023 年 9 月 14 日或此後的任何付息日。 14 September 2023 or any Interest Payment Date thereafter.
日數計算常規： Day Count Fraction:	30/360

8. 本協議受香港法律管轄。

This Agreement is governed by Hong Kong law.

9. 本協議可採用多份對等文本方式簽立，每份對等文本具有同等效力，如同在不同對等文本之上的簽字是在同一份本協議文本上的簽字一樣。

This Agreement may be executed in counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Agreement.

10. 本協議以英文和中文書寫。如英文版本和中文版本之間存在任何不一致，則以本協議中文版本為準。

This Agreement is written in English language and Chinese language. The Chinese version of this Agreement shall prevail in the event of any inconsistency between the English version and the Chinese version.

11. 倘若在任何時間，根據任何司法管轄區的任何法律，本協議的任何條款或義務在任何方面屬於或成為非法、無效或無法強制執行，其餘條款或義務的合法性、效力或可強制執行性或該等條款或義務在任何其他司法管轄區的法律項下的合法性、效力或可強制執行性一概不受任何方式受到影響或損害。

If, at any time, any provision of or any obligation under this Agreement is or becomes illegal, invalid or unenforceable in any respect under any law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions or obligations nor the legality, validity or enforceability of such provision or obligation under the law of any other jurisdiction will in any way be affected or impaired.

本協議已於本協議頁首所述日期簽署。

**THIS AGREEMENT** has been entered into on the date stated at the beginning of this Agreement.

貸款協議簽字頁

**SIGNATURES TO LOAN AGREEMENT**

中國銀行股份有限公司（一家在中華人民共和國設立的股份有限公司）（通過其總行  
行事）

**BANK OF CHINA LIMITED** (a company limited by shares incorporated in the People's  
Republic of China) (acting through its head office)

簽字: \_\_\_\_\_

By:

中國銀行（香港）有限公司

**BANK OF CHINA (HONG KONG) LIMITED**

簽字: \_\_\_\_\_

By: