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10 Attorneys for the Official Committee  
11 of General Unsecured Creditors

12 **IN THE UNITED STATES DISTRICT COURT**  
13 **FOR THE NORTHERN MARIANA ISLANDS**  
14 **BANKRUPTCY DIVISION**

15 In re:  
16 **IMPERIAL PACIFIC**  
17 **INTERNATIONAL (CNMI) LLC,**  
18 Debtor and Debtor in Possession.

Case No. 1:24-bk-00002

Chapter 11

**THE OFFICIAL COMMITTEE OF  
GENERAL UNSECURED CREDITORS'  
SECOND OMNIBUS OBJECTION TO  
CLAIMS OF RICH SURPLUS VENTURES  
(CNMI), LLC [CLAIM NO. 23], SUN  
DONGHAI [CLAIM NO. 58] AND KING  
GAIN LIMITED [CLAIM NO. 60];  
MEMORANDUM OF POINTS AND  
AUTHORITIES; DECLARATION OF  
CHRISTOPHER K.S. WONG IN SUPPORT  
THEREOF**

Hearing Date, Time and Location (ChST):

Date: To Be Determined  
Time: To Be Determined  
Location: 3rd Floor Courtroom  
1671 Gualo Rai Rd., Gualo Rai  
Saipan, MP 96950

Judge: Hon. Robert J. Faris



1           **TO THE HONORABLE ROBERT J. FARIS, UNITED STATES BANKRUPTCY**  
2 **JUDGE, AND OTHER INTERESTED PARTIES:**

3           The Official Committee of General Unsecured Creditors (the “Committee”) of Imperial  
4 Pacific International (CNMI), LLC, the debtor and debtor in possession (the “Debtor”) in the above-  
5 captioned chapter 11 case (the “Case”), hereby moves the Court for an Order pursuant to  
6 Bankruptcy Code §§ 502 and 510 (the “Motion”) disallowing, in in their entirety, the following  
7 claims filed by Rich Surplus Ventures (CNMI), LLC (“RSV”), Sun Donghai (“Mr. Sun”) and King  
8 Gain Limited (“KGL,” together with RSV and Mr. Sun, collectively, the “Claimants”):

- 9           A. a general unsecured claim in the amount of \$360,000.00, allegedly for delinquent rents  
10           filed by RSV as Claim No. 23 on the claims register (the “Claims Register”) maintained  
11           by Verita Global, the Debtor’s court appointed claims and noticing agent [See Exhibit  
12           “1”] (“Claim #23”)
- 13           B. a general unsecured claim in the amount of \$14,000,000, allegedly for a business loan  
14           filed by Ms. Sun as Claim No. 58 on the Claims Register [See Exhibit “2”] (“Claim  
15           #58”); and
- 16           C. a general unsecured claim in the amount of \$27,752,300, allegedly for a business loan  
17           filed by KGL as Claim No. 60 on the Claims Register [See Exhibit “3”] (“Claim #60,”  
18           together with Claim #23 and Claim #58, collectively, the “Claims”).

19           This Objection is made and based on the attached Memorandum of Points and Authorities,  
20 the Declaration of Christopher K.S. Wong (the “Wong Declaration”), all pleadings, papers,  
21 documents and exhibits filed in support of this Objection, and such other and further evidence as  
22 may be provided at or prior to the hearing on this Objection.

23           WHEREFORE, the Committee respectfully requests that the Court enter an Order:

- 24           1. disallowing the Claims in their entirety; and
- 25           2. providing that any further claims filed by the Claimants, including any amendments of  
26           the Claim, will be deemed disallowed without further Court order;
- 27           3. for such other and further relief as the Court may deem just and proper.

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Dated: March 9, 2026

Respectfully submitted,

**ARENTFOX SCHIFF LLP**

By: /s/ Christopher K.S. Wong

Aram Ordubegian

Christopher K.S. Wong

Attorneys for the Official Committee of  
General Unsecured Creditors

1 **MEMORANDUM OF POINTS AND AUTHORITIES**

2 **I.**

3 **INTRODUCTION**<sup>1</sup>

4 The Claims should be disallowed because the Claimants’ own supporting documents admit  
5 and conclusively establish that they have no claim against the Debtor. Both Mr. Sun and KGL  
6 attached loan agreements to their proofs of claim that unambiguously identify Imperial Pacific  
7 International Holdings Limited, the Debtor’s parent company incorporated in Bermuda, as the sole  
8 “Borrower” and obligor. Similarly, RSV attached to its proof of claim a Lease Agreement dated  
9 April 9, 2021 that unambiguously identifies Imperial Pacific Properties, LLC as the sole “Tenant”  
10 and obligor. The Debtor, Imperial Pacific International (CNMI), LLC, is nowhere named as a party  
11 to these agreements, and the Claimants have provided no evidence of any assignment, assumption,  
12 guaranty, or other legal mechanism by which the Debtor assumed any obligation to repay these  
13 obligations. Because the Claimants’ own documentation negates any liability on the part of the  
14 Debtor, the Claims lack prima facie validity and must be disallowed in their entirety.

15 **II.**

16 **FACTUAL BACKGROUND**

17 **A. Debtor’s Bankruptcy Case**

18 On April 19, 2024, the Debtor filed its voluntary petition for relief under Chapter 11 of the  
19 Bankruptcy Code in the United States District Court for the Northern Mariana Islands, Bankruptcy  
20 Division. The Debtor remains a debtor-in-possession pursuant to Sections 1107(a) and 1108 of the  
21 Bankruptcy Code. On May 14, 2024, the Office of the United States Trustee appointed three  
22 members to the Committee pursuant to Section 1102 of the Bankruptcy Code. On May 23, 2024,  
23 the Debtor filed its Schedules of Assets and Liabilities and Statements of Financial Affairs  
24 (collectively, the “Schedules and Statements”). *See* Docket No. 74.

25 In the bankruptcy case, on February 26, 2025, the Debtor conducted an auction of  
26 substantially all of its assets. Team King Investment (CNMI) LLC was the successful bidder,  
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28 <sup>1</sup> Capitalized terms used but not immediately defined shall have the meanings ascribed to them below.

1 acquiring the assets for \$12,950,000. On May 1, 2025, the Court entered its order approving the  
2 sale. On August 20, 2025, the sale closed. After the deduction of sale-related expenses and  
3 disbursement of payments, the remaining sale proceeds total approximately \$6,441,436.25.

4 On October 31, 2025, the Debtor and the Committee filed the *Disclosure Statement*  
5 *Describing Joint Chapter 11 Plan of Liquidation, Dated October 31, 2025 by Debtor and Official*  
6 *Committee of General Unsecured Creditors* (the “Disclosure Statement”) and the *Joint Chapter 11*  
7 *Plan of Liquidation, Dated October 31, 2025 by Debtor and Official Committee Of General*  
8 *Unsecured Creditors* (the “Plan”). See Docket Nos. 489 and 490. Following hearings on the  
9 Disclosure Statement, the Debtor and the Committee carefully evaluated the available options,  
10 including the associated risks, costs and hurdles with each of chapter 11 plan confirmation,  
11 conversion to a chapter 7 case, and structured dismissal, and jointly determined that a structured  
12 dismissal is in the best interest of creditors. The resolution of such claim objections is essential for  
13 the anticipated structured dismissal and an orderly and efficient distribution to creditors.

14 **B. Claim # 23 filed by RSV**

15 On September 26, 2024, RSV filed Claim #23 as a general unsecured claim for \$360,000,  
16 allegedly due to unpaid rent under a Lease Agreement dated April 9, 2021 (the “RSV Lease  
17 Agreement”). However, the RSV Lease Agreement is explicitly titled and executed between Rich  
18 Surplus Ventures (CNMI), LLC, as “Landlord,” and Imperial Pacific Properties, LLC, as “Tenant.”  
19 Also, Part II of the First Schedule to the RSV Lease Agreement clearly defines the “Tenant” as  
20 “IMPERIAL PACIFIC PROPERTIES, LLC, a company incorporated and registered in the  
21 Northern Mariana Islands with a correspondence address at PO Box 10000, PMB 918, Saipan, MP  
22 96950.” Furthermore, RSV has not provided any evidence, such as an assignment, assumption  
23 agreement, guaranty, or other documentation, to indicate that the Debtor assumed any obligation to  
24 pay rent under this lease.

25 **C. Claim #58 Filed by Mr. Sun**

26 On November 13, 2024, Mr. Sun filed Claim #58 as a general unsecured claim in the amount  
27 of \$14,000,000, purportedly arising from a business loan. This claim is also listed in Debtor’s  
28 schedules and corresponds to entry #3.367 on the Debtor’s Schedule F. In support of Claim #58,

1 Mr. Sun attached to his proof of claim a Loan Agreement dated March 13, 2018, a Supplemental  
2 Loan Agreement dated June 26, 2019, and various related documents. Critically, however, both  
3 the Loan Agreement dated March 13, 2018 and the Supplemental Loan Agreement dated June 26,  
4 2019 (collectively, the “Sun Loan Agreements”) expressly identify **Imperial Pacific International**  
5 **Holdings Limited**, the Debtor’s parent company, incorporated in Bermuda with its principal place  
6 of business in Hong Kong, as the sole “Borrower” thereunder, not the Debtor.

7 The Sun Loan Agreements are titled and executed between Mr. Sun, as “Lender,” and  
8 Imperial Pacific International Holdings Limited, as “Borrower.” The recitals to the Loan  
9 Agreement dated March 13, 2018 expressly state that “The Borrower proposes to borrow a loan in  
10 the principal sum of USD14,000,000 from the Lender” and that “The Borrower and the Lender  
11 agreed to enter into this loan agreement to confirm the terms on the loan amounted to  
12 USD14,000,000.” The repayment provisions require “the Borrower,” *i.e.*, Imperial Pacific  
13 International Holdings Limited, to repay the loan, and all covenants, representations, and  
14 obligations run exclusively to Imperial Pacific International Holdings Limited.

15 Although the proof of claim includes a CNMI Tax System Release 6.0 indicating that  
16 Imperial Pacific International Holdings Limited utilized the loan proceeds to pay the Debtor’s  
17 business gross revenue tax to the Commonwealth Treasury of CNMI, the ultimate use of funds does  
18 not alter the contractual relationship established by the Sun Loan Agreements. The borrower and  
19 obligor under the Sun Loan Agreements remains Imperial Pacific International Holdings Limited,  
20 not the Debtor. Moreover, Mr. Sun provides no evidence such as an assignment, assumption  
21 agreement, guaranty, or other documentation indicating that the Debtor assumed any obligation to  
22 repay this loan.

23 **D. Claim #60 Filed by KGL**

24 On November 14, 2024, KGL filed Claim #60 as a general unsecured claim in the amount  
25 of \$27,752,300, allegedly arising from business loans. This claim also listed in an amount of  
26 \$27,700,000 in the Debtor’s schedules and corresponds to entry #3.367 on the Debtor’s Schedule  
27 F. In support of its proof of claim, KGL attached certain loan agreements dated November 15,  
28 2017 for a facility of up to HK\$40,000,000 and December 28, 2017 for a facility of up to

1 HK\$200,000,000 (collectively, the “KGL Loan Agreements”) and related documents. However,  
2 the KGL Loan Agreements explicitly identify Imperial Pacific International Holdings Limited as  
3 the sole “Borrower,” not the Debtor.

4 Specifically, both KGL Loan Agreements executed between King Gain Limited, as the  
5 “Lender,” and “Imperial Pacific International Holdings Limited,” as the “Borrower.” Each KGL  
6 Loan Agreement defines the “Borrower” as “Imperial Pacific International Holdings Limited.” The  
7 purpose of each facility was defined as “general working capital of the Borrower and its subsidiaries  
8 (the “Group”).” All repayment obligations, covenants, events of default, and indemnity provisions  
9 run exclusively to Imperial Pacific International Holdings Limited as the “Borrower.”

10 Although the wire transfer records attached to the proof of claim show transfers to accounts  
11 associated with “Imperial Pacific International (CNMI) LLC,” these payment instructions do not  
12 alter the underlying contractual obligations established by the KGL Loan Agreements. The  
13 borrower and obligor under the KGL Loan Agreements remains Imperial Pacific International  
14 Holdings Limited, not the Debtor. Further, KGL has provided no evidence such as an assignment,  
15 assumption agreement, guaranty, or other documentation indicating that the Debtor agreed to  
16 assume any obligation to repay these loans.

### 17 III.

### 18 ARGUMENT

#### 19 A. Legal Standard

20 Section 502 of the Bankruptcy Code provides: “[a] claim or interest, proof of which is filed  
21 under section 501 of this title, is deemed allowed, unless a party in interest . . . objects.” 11 U.S.C.  
22 § 502(a). Although Rule 3001(f) provides that “[a] proof of claim executed and filed in accordance  
23 with these rules shall constitute prima facie evidence of the validity and amount of the claim,” this  
24 presumption of a claim’s validity does not arise if the claim itself does not set forth the necessary  
25 facts to establish the claim. See *Wright v. Holm (In re Holm)*, 931 F.2d 620, 623 (9th Cir. 1991);  
26 *Ashford v. Consolidated Pioneer Mortgage (In re Consolidated Pioneer Mortgage)*, 178 B.R. 222,  
27 226 (9th Cir. B.A.P. 1995). The Ninth Circuit sets forth the ultimate burden of persuasion is always  
28 on the claimant. See *In re Holm*, 931 F.2d at 623. In *Consolidated Pioneer Mortgage*, the

1 Bankruptcy Appellate Panel of the Ninth Circuit stated as follows:

2 The burden of proof for claims brought in the bankruptcy court  
3 under 11 U.S.C.A. § 502(a) rests on different parties at different  
4 times. **Initially, the claimant must allege facts sufficient to support  
5 the claim.** If the averments in his filed claim meet this standard of  
6 sufficiency, it is “*prima facie*” valid. In other words, a claim that  
7 alleges facts sufficient to support a legal liability to the claimant  
8 satisfies the claimant’s initial obligation to go forward. The burden  
9 of going forward then shifts to the objector to produce evidence  
10 sufficient to negate the *prima facie* validity of the filed claim. It is  
11 often said that the objector must produce evidence equal in force to  
12 the *prima facie* case. In practice, the objector must produce evidence  
13 which, if believed, would refute at least one of the allegations that is  
14 essential to the claim's legal sufficiency. If the objector produces  
15 sufficient evidence to negate one or more of the sworn facts in the  
16 proof of claim, the burden reverts to the claimant to prove the validity  
17 of the claim by a preponderance of the evidence. **The burden of  
18 persuasion is always on the claimant.**

19 *In re Consolidated Pioneer Mortgage*, 178 B.R. at 226.

20 The filing of an objection to a proof of claim “creates a dispute which is a contested matter”  
21 within the meaning of Bankruptcy Rule 9014 and must be resolved after notice and opportunity for  
22 hearing upon a motion for relief. *See* Adv. Comm. Notes to Fed. R. Bankr. P. 9014. Upon  
23 objection, the proof of claim provides “some evidence as to its validity and amount” and is “strong  
24 enough to carry over a mere formal objection without more.” *Wright v. Holm (In re Holm)*, 931  
25 F.2d 620, 623 (9th Cir.1991) (quoting 3 Collier on Bankruptcy § 502.02, at 502-22 (15th ed.1991));  
26 *see also Ashford v. Consolidated Pioneer Mort. (In re Consol. Pioneer Mort.)*, 178 B.R. 222, 226  
27 (9th Cir. BAP 1995), *aff’d*, 91 F.3d 151, 1996 WL 393533 (9th Cir.1996). Under *In re Campbell*,  
28 336 B.R. 430 (B.A.P. 9th Cir. 2005), any objection that raises a legal or factual ground to disallow  
the claim will likely prevail over a proof of claim lacking *prima facie* validity.

29 **B. The Claimants Have Failed to Establish the Prima Facie Validity of Their Claims.**

30 Under the burden-shifting framework articulated in *In re Consolidated Pioneer Mortgage*,  
31 a claimant must initially “allege facts sufficient to support the claim” before the claim is entitled to  
32 *prima facie* validity. 178 B.R. at 226. The Claimants have failed to meet this threshold requirement  
33 to establish the *prima facie* validity of their Claims because the documentation attached to their  
34 Claims affirmatively negate any liability on the part of the Debtor.

1 It is a fundamental principle that a parent corporation and its subsidiary are separate and  
2 distinct legal entities. *See United States v. Bestfoods*, 524 U.S. 51, 61 (1998); *Ranza v. Nike, Inc.*,  
3 793 F.3d 1059, 1070 (9th Cir. 2015) (holding that a parent and subsidiary are separate juridical  
4 entities). Here, as separate legal entities, the Debtor as a subsidiary is not liable for the debts or  
5 obligations of its parent company absent evidence of an independent basis for liability, such as a  
6 guaranty, assignment, or assumption of obligations. Therefore, the Claims must therefore be  
7 disallowed in their entirety.

8 1. RSV Failed to Present Facts Sufficient to Establish the Validity of Its Claim #23  
9 against the Estate.

10 The RSV Lease Agreement expressly and unambiguously identifies Imperial Pacific  
11 Properties, LLC, not the Debtor, as the “Tenant.” Executed on April 9, 2021, the RSV Lease  
12 Agreement was entered into solely between Rich Surplus Ventures (CNMI), LLC, as “Landlord,”  
13 and Imperial Pacific Properties, LLC, as “Tenant.” By the plain language of the agreement, all  
14 lease obligations, including the covenant to pay rent, maintenance responsibilities, insurance  
15 requirements, and yield-up provisions, run exclusively to Imperial Pacific Properties, LLC in its  
16 capacity as Tenant.

17 RSV bears the burden of establishing that the Debtor is liable under the RSV Lease  
18 Agreement, and it has failed to carry that burden. The Debtor, Imperial Pacific International  
19 (CNMI), LLC, is a wholly separate and distinct legal entity from Imperial Pacific Properties, LLC.  
20 Absent any evidence that the Debtor is a party to the RSV Lease Agreement, or that it otherwise  
21 assumed the lease obligations through a valid legal instrument, RSV simply cannot establish that  
22 the Debtor owes any obligation whatsoever under this lease.

23 2. Mr. Sun Failed to Present Facts Sufficient to Establish the Validity of His Claim  
24 #58 against the Estate.

25 Specifically, the Sun Loan Agreements expressly and unambiguously identify Imperial  
26 Pacific International Holdings Limited, not the Debtor, as the “Borrower.” The Loan Agreement  
27 dated March 13, 2018 states in its recitals that “The Borrower proposes to borrow a loan in the  
28 principal sum of USD14,000,000 from the Lender” and defines the “Borrower” as Imperial Pacific  
International Holdings Limited, a company incorporated in Bermuda with its principal place of

1 business in Hong Kong. The Supplemental Loan Agreement dated June 26, 2019 similarly  
2 identifies Imperial Pacific International Holdings Limited as the Borrower. Further, under the Sun  
3 Loan Agreements, all repayment obligations, covenants, representations, and warranties are  
4 exclusively directed towards Imperial Pacific International Holdings Limited.

5 The Debtor, Imperial Pacific International (CNMI), LLC, is a wholly separate legal entity  
6 from Imperial Pacific International Holdings Limited. Although Mr. Sun attached a CNMI Tax  
7 System document indicating that loan proceeds may have been used to pay certain taxes on behalf  
8 of the Debtor, this does not establish the Debtor's liability for the loan. The use of loan proceeds  
9 by the Borrower, whether for its own benefit or for the benefit of its subsidiaries, does not transform  
10 the subsidiary into an obligor under the loan. Absent evidence of a guaranty, assignment,  
11 assumption agreement, or other legal instrument by which the Debtor agreed to assume liability for  
12 the Sun Loan Agreements, Mr. Sun cannot establish that the Debtor owes him any obligation.

13 3. KGL Failed to Present Facts Sufficient to Establish the Validity of Its Claim #60  
14 against the Estate.

15 KGL's Claim #60 suffers from the same fundamental defect as Mr. Sun's Claim #58: the  
16 loan agreements attached to KGL's proof of claim identify Imperial Pacific International Holdings  
17 Limited, not the Debtor, as the sole Borrower and obligor. The KGL Loan Agreements are each  
18 executed between King Gain Limited, as "Lender," and Imperial Pacific International Holdings  
19 Limited, as "Borrower." Each agreement explicitly defines the "Borrower" as "Imperial Pacific  
20 International Holdings Limited." The stated purpose of each facility includes "general working  
21 capital of the Borrower and its subsidiaries." This purpose clause does not impose any repayment  
22 obligation on the subsidiaries themselves. The repayment provisions, covenants, events of default,  
23 and indemnity obligations all run exclusively to Imperial Pacific International Holdings Limited as  
24 Borrower.

25 KGL's reliance on wire transfer records showing transfers to accounts associated with the  
26 Debtor is unavailing. That loan proceeds may have been disbursed to or for the benefit of a  
27 subsidiary does not alter the contractual relationship established by the KGL Loan Agreements.  
28 The identity of the obligor is determined by the terms of the loan agreement, not by the ultimate

1 destination of the funds. A parent company's decision to use borrowed funds for the operations of  
2 its subsidiary does not, without more, render the subsidiary liable for the debt. KGL has provided  
3 no evidence that the Debtor is a party to the KGL Loan Agreements or that the Debtor otherwise  
4 assumed liability for the loans through a guaranty, assignment, or assumption agreement.

5 In summary, the Debtor and Imperial Pacific International Holdings Limited are distinct  
6 legal entities, and the obligations of one cannot be imputed to the other absent a clear legal basis  
7 for doing so. The Claimants bear the burden of establishing the validity of their Claims. *See In re*  
8 *Holm*, 931 F.2d at 623 (explaining that the claimant bears the burden of establishing the validity of  
9 its claim). The Claimants' own loan agreements conclusively establish that Imperial Pacific  
10 International Holdings Limited, not the Debtor, is the borrower and obligor. Neither Mr. Sun nor  
11 KGL has provided any evidence of an assignment, assumption, guaranty, or other instrument by  
12 which the Debtor assumed any obligation under their respective loan agreements. Because the  
13 Claimants' own documentation establishes that the Debtor is not a party to their loan agreements  
14 and has no obligation to repay the loans, both Claims #58 and #60 fail to allege facts sufficient to  
15 support a legal liability against this estate to establish prima facie validity. *See In re Consolidated*  
16 *Pioneer Mortgage*, 178 B.R. at 226. Accordingly, the Claims must be disallowed in their entirety.

#### 17 IV.

#### 18 CONCLUSION

19 For all of the foregoing reasons, the Committee respectfully requests that the Court enter an  
20 Order (i) disallowing Claim #23, Claim #58, and Claim #60 in their entirety, (ii) providing that any  
21 further claims filed by the Claimants, including any amendments of the Claim, will be deemed  
22 disallowed without further Court order; and (iii) for such other and further relief as the Court may  
23 deem just and proper.

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Dated: March 9, 2026

Respectfully submitted,

**ARENTFOX SCHIFF LLP**

By: /s/ Christopher K.S. Wong  
Aram Ordubegian  
Christopher K.S. Wong  
Attorneys for the Official Committee of  
General Unsecured Creditors

**DECLARATION OF CHRISTOPHER K.S. WONG**

I, Christopher K.S. Wong, declare and state as follows:

1. I am a Partner at the firm ArentFox Schiff LLP (“AFS”), a law firm that has over 600 attorneys and maintains an office for the practice of law at 555 West Fifth Street, 48th Floor, Los Angeles, CA 90013, as well as offices in San Francisco, CA, Washington, DC, Chicago, IL, Ann Arbor, MI, Boston, MA, and New York, NY. I have personal knowledge of the facts stated in this declaration (“Declaration”).

2. AFS serves as the general bankruptcy counsel for the Official Committee of General Unsecured Creditors (the “Committee”) of Imperial Pacific International (CNMI), LLC, the debtor and debtor in possession (the “Debtor”) in the above-captioned chapter 11 case (the “Case”). I am familiar with the Debtor’s bankruptcy proceeding and make this Declaration in support of *the Official Committee of General Unsecured Creditors’ Second Omnibus Objection to Claims of Rich Surplus Ventures (CNMI), LLC [Claim No. 23], Sun Donghai [Claim No. 58] and King Gain Limited [Claim No. 60]* (the “Objection”).

3. I am over the age of eighteen. All statements in this Declaration are based upon my personal knowledge, my review (or the review of others under my supervision) of (i) the relevant proofs of claim and, if provided, all supporting information and documents provided therewith, (ii) the Claims Register, and/or (iii) the Debtor’s Schedules and Statements and other related pleadings in this Case. If called as a witness, I could and would competently testify to the facts set forth in this Declaration.

4. On April 19, 2024, the Debtor filed its voluntary petition for relief under Chapter 11 of the Bankruptcy Code in this Court. The Debtor remains a debtor-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code. On May 14, 2024, the Office of the United States Trustee appointed three members to the Committee pursuant to Section 1102 of the Bankruptcy Code.

5. The Committee have diligently worked with the Debtor to administer this estate, completing the sale of substantially all of the Debtor’s assets for \$12,950,000 to Team King Investment (CNMI) LLC, which closed on August 20, 2025. After the deduction of sale-related

1 expenses and disbursement of payments, the remaining sale proceeds total approximately  
2 \$6,441,436.25.

3 6. On September 26, 2024, Rich Surplus Ventures (CNMI), LLC filed a proof of claim  
4 as Claim No. 23 on the claims register (the "Claims Register") maintained by Verita Global, the  
5 Debtor's court appointed claims and noticing agent, asserting a general unsecured claim in the  
6 amount of \$360,000, purportedly arising from unpaid rent under a lease agreement ("Claim #23").  
7 Attached hereto as **Exhibit "1"** is a true and correct copy of Claim #23.

8 7. On November 13, 2024, Sun Donghai filed a proof of claim as Claim No. 58 on  
9 asserting a general unsecured claim in the amount of \$14,000,000, purportedly arising from a  
10 business loan ("Claim #58"). Attached hereto as **Exhibit "2"** is a true and correct copy of Claim  
11 #58. This claim is also listed in Debtor's schedules and corresponds to entry #3.367 on the Debtor's  
12 Schedule F.

13 8. On November 14, 2024, King Gain Limited filed a proof of claim as Claim No. 60  
14 on the Claims Register, asserting a general unsecured claim in the amount of \$27,752,300, allegedly  
15 arising from business loans ("Claim #60"). Attached hereto as **Exhibit "3"** is a true and correct  
16 copy of Claim #60. This claim also listed in an amount of \$27,700,000 in the Debtor's schedules  
17 and corresponds to entry #3.367 on the Debtor's Schedule F.

18 I declare under penalty of perjury under the laws of the United States of America that the  
19 foregoing is true and correct. Executed this 9th of March 2026 at Los Angeles, California.

20  
21 /s/ Christopher K.S. Wong  
22 Christopher K.S. Wong  
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# EXHIBIT 1

Claim #23 Date Filed: 9/26/2024

**FILED**  
Clerk  
District Court

SEP 26 2024

U.S. District Court  
for the Northern Mariana Islands  
**UP**  
(Deputy Clerk)

**Fill in this information to identify the case:**

Debtor 1 Imperial Pacific Properties, LLC

Debtor 2 \_\_\_\_\_  
(Spouse, if filing)

United States Bankruptcy Court for the: District of Northern Mariana Islands

Case number 1:24-bk-00002

Official Form 410

**Proof of Claim**

12/15

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies of any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

1. Who is the current creditor? Rich Surplus Ventures (CNMI), LLC  
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor \_\_\_\_\_

2. Has this claim been acquired from someone else?  No  
 Yes. From whom? \_\_\_\_\_

3. Where should notices and payments to the creditor be sent? **Where should notices to the creditor be sent?**

**Where should payments to the creditor be sent? (if different)**

Name <u>RICH SURPLUS VENTURES LIMITED</u> Number Street <u>72/F., The Centre, 99 Queen's Road Central</u> <u>Hong Kong, China</u> <u>US</u> <u>00000</u> City State ZIP Code Contact phone <u>(852) 9244 5047</u> Contact email <u>chloechan@kingston.com.hk</u>	Name <u>Kingston Finance Limited</u> Number Street <u>72/F., The Centre, 99 Queen's Road Central</u> <u>Hong Kong, China</u> <u>00000</u> City State ZIP Code Contact phone <u>(852) 9244 5047</u> Contact email <u>chloechan@kingston.com.hk</u>
---	--

Uniform claim identifier for electronic payments in chapter 13 (if you use one):  
015-514-68025432

4. Does this claim amend one already filed?  No  
 Yes. Claim number on court claims registry (if known) \_\_\_\_\_ Filed on \_\_\_\_\_  
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?  No  
 Yes. Who made the earlier filing? \_\_\_\_\_



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_\_

7. How much is the claim? \$ 360,000.00. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
 Limit disclosing information that is entitled to privacy, such as health care information.  
Lease Agreement and subsequent wrongful occupation

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
 Nature of property:  
 Real estate. If the claim is secured by the debtor's principal residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
 Basis for perfection: \_\_\_\_\_  
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
 Value of property: \$ \_\_\_\_\_  
 Amount of the claim that is secured: \$ \_\_\_\_\_  
 Amount of the claim that is unsecured: \$ \_\_\_\_\_ (The sum of the secured and unsecured amounts should match the amount in line 7.)  
 Amount necessary to cure any default as of the date of the petition: \$ \_\_\_\_\_  
 Annual Interest Rate (when case was filed) \_\_\_\_\_%  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: \_\_\_\_\_

12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?  No

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

Yes. Check one:

	Amount entitled to priority
<input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).	\$ _____
<input type="checkbox"/> Up to \$2,775* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).	\$ _____
<input type="checkbox"/> Wages, salaries, or commissions (up to \$12,475*) earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).	\$ _____
<input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).	\$ _____
<input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).	\$ _____
<input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.	\$ _____

\* Amounts are subject to adjustment on 4/01/16 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgment that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have a reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 09/05/2024  
MM / DD / YYYY

  
\_\_\_\_\_  
Signature

Print the name of the person who is completing and signing this claim:

Name CHUI Kwong Kau (sole director of the corporate manager)  
First name Middle name Last name

Title Manager

Company Rich Surplus Ventures Limited  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address 72/F., The Center, 99 Queen's Road Central Central, Central  
Number Street  
Hong Kong, China  
City State ZIP Code

Contact phone +852 2298 6313 Email chloechan@kingston.com.hk

**FILED**  
COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS  
*Department of Commerce*  
DATE: 9/10/24 TIME: 10:30 AM/PM

[Space above for use by Commonwealth Registrar of Corporations]  
**REGISTRAR OF CORPORATION**

**Rich Surplus (CNMI) LLC**

A Commonwealth of the Northern Mariana Islands limited liability company

**ACTION AND CONSENT OF DIRECTOR WITHOUT MEETING**

The undersigned being the only Member of Rich Surplus (CNMI) LLC (the "Company"), a Commonwealth of the Northern Mariana Islands limited liability company that is Member Managed, does hereby take and consent to the following action being taken without a formal meeting:

**WHEREAS**, the Company desires to make a claim in the bankruptcy of Imperial Pacific International, LLC and its subsidiary Imperial Pacific Properties, LLC (case number 1:24-bk-00002), and has drafted a Proof of Claim in accordance with 11 U.S.C. § 503;

**WHEREAS**, the amount of the claim is US\$360,000 representing money owed on a lease;

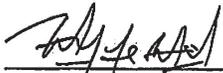
**WHEREAS**, the Company has no bank account but is being assisted by Kingston Finance Limited and Kingston Finance Limited has agreed to receive for the Company any funds the Company recovers as a result of its claim filed with the Bankruptcy Court;

**Therefore**, it is:

**Resolved**, that any money recovered by the Company on its claim made to the Bankruptcy Court be remitted to Kingston Finance Limited at the Bank of East Asia Limited, for the benefit of the Company. An account number for the account and the Swift Code will be provided when there are funds recovered through the bankruptcy to remit.

**FURTHER RESOLVED**, that the form and substance of the Proof of Claim and its filing with the Bankruptcy Court in 1:24-bk-00002 are approved.

**FINALLY RESOLVED**, that Kingston Finance Limited be designated as the payee to receive money on behalf of the Company from Imperial Pacific Properties, LLC through the bankruptcy.

  
\_\_\_\_\_  
Manager: Rich Surplus Ventures Limited  
(sign by the sold director CHUI Kwong Kau )  
Date: 9 September 2024

DATED 9TH APRIL 2021

**RICH SURPLUS VENTURES (CNMI), LLC**  
(as Landlord)

and

**IMPERIAL PACIFIC PROPERTIES, LLC**  
(as Tenant)

---

**L E A S E**

of

**Lot 069 D 07, part of Lot 069 D 04, Saipan,  
Northern Mariana Islands**

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**K.C. HO & FONG**  
Solicitors & Notaries  
18<sup>th</sup> Floor, Henley Building  
No.5 Queen's Road Central  
Hong Kong  
Ref.: BL/69518/20

(exe) BL69518 - Lease (Rich Surplus & Imperial Pacific)

A LEASE made on 9th April 2021

BETWEEN the Landlord whose name address or registered office and description are set out in Part I of the First Schedule ("the Landlord") of the one part and the Tenant whose name address or registered office and description are set out in Part II of the First Schedule ("the Tenant") of the other part WHEREBY IT IS HEREBY AGREED by and between the said parties hereto as follows :-

1. **LEASE OF PREMISES:**  
The Landlord hereby leases to the Tenant and the Tenant hereby leases from the Landlord in the existing "as is" state of repair design layout and condition all those the premises set out in the Second Schedule ("the Premises") subject to the terms and conditions contained in this Lease.
2. **TERM:**  
The term created by this Lease is the fixed term set out in Part III of the First Schedule ("the Term").
3. **RENT:**  
The Tenant agrees to pay the Landlord the rent set out in Part IV of the First Schedule ("the Rent"), due and payable in one lump sum on the last day of the Term.
4. **LATE PAYMENT:**  
The Tenant hereby acknowledges that late payment will cause the Landlord to incur costs and expenses not contemplated by this Lease. There is no grace period. In the event the Rent or any part thereof is not received on or before the due date for payment, the Tenant agrees to pay a late fee at the rate of 18%

percent per annum on the Rent or any outstanding part thereof for every day after the due date for payment until the date when the Rent is fully paid. All late fees or any fees, costs or charges owed by the Tenant, including but not limited to legal fees, repair bills, utility bills, repair and maintenance costs and charges, will become additional rent payable by the Tenant. The Tenant's failure to pay the full amount of the Rent or all such fees, costs or charges due and payable may result in the initiation of eviction proceedings. For the avoidance of doubt, the Landlord's acceptance of the Rent or any part thereof or any of such fees, costs or charges shall not act as a waiver of any default of the Tenant, nor as an extension of the date or dates on which any payment is due. The Landlord expressly reserves the right to exercise all other rights and remedies under this Lease or as provided by law.

**5. POSSESSION OF PREMISES:**

The parties hereto agree that possession of the Premises shall be deemed to have been delivered by the Landlord to the Tenant upon the execution of this Lease.

**6. USER**

- (a) The Tenant shall use the Premises for residential purposes only and not for any commercial enterprise or otherwise use the Premises or allow or permit or suffer the same to be used for illegal or immoral purposes.
- (b) The Tenant shall not do or permit to be done in or upon the Premises or any part thereof anything which may be or become a nuisance annoyance damage or disturbance to other occupiers of other property in the neighbourhood or any way against the federal or applicable state laws or regulations.

7. **UTILITIES, TAXES AND CHARGES**

The Tenant shall be responsible for the connection of all utilities and services of the Premises upon the commencement of the Term. The Tenant shall pay all charges for all utilities and services, including without limitation building management fee, gas, electricity, water, trash, sewer, septic, alarms, phone, cable or other charges, meter rents and all necessary deposits for such supplies, taxes, assessments, duties, charges, impositions and all outgoings of capital, recurring or non-recurring nature nature which at any time during the Term shall be assessed imposed or charged by any utility or service providers or by the state or federal government or other lawful authorities upon the owner or occupier thereof or be or become payable in respect of the Premises.

8. **INSURANCE:**

The Tenant shall effect and maintain during the currency of this Lease proper and adequate insurance cover in respect of liability for loss and damage to any person or property occurring on the Premises or any part thereof whatsoever caused which might give rise to a claim for indemnity. The policy of insurance shall be effected by the Tenant as renter's insurance with the Landlord named as additional interests on such policy in an amount not less than US\$186,000.00 or such other amount as the Landlord may from time to time reasonably require. The Tenant hereby further undertakes to produce to the Landlord as and when required by the Landlord a certificate from the insurance company that the policy is in all respect valid and subsisting. For the avoidance of doubt, the Landlord shall not be liable for any injury or damage to the Tenant, any person or to property occurring on the Premises or any part thereof, or in common areas thereof. The Tenant agrees to fully indemnify, defend and hold the

Landlord harmless from all claims for damages or indemnity whatsoever in any event. The Tenant expressly agrees and declares that the Landlord is not required to effect any insurance for any injury or damage to person or property in this respect.

9 **NO ASSIGNMENT OR SUBLETTING:**

The Tenant shall not assign or transfer or sublet or part with possession of the Premises or any part thereof and not to grant any licence of any nature to any person or persons or firm or body corporate in any way whether by way of subletting lending sharing or other means whereby any person or persons not a party to this Lease obtains the use or possession of the Premises or any part thereof irrespective of whether any rental or other consideration is given for such use or possession and in the event of any such transfer, subletting, sharing, assignment or parting with the possession of the Premises in breach of this Sub-Clause (whether for monetary consideration or not), this Lease shall absolutely determine and the Tenant shall forthwith vacate the Premises on notice to that effect from the Landlord. This Lease shall be personal to the Tenant named in this Lease and without in any way limiting the generality of the foregoing, the following acts and events shall be deemed to be breaches of this Clause :-

- (a) any take-over, re-construction, amalgamation, merger, voluntary liquidation or change in the person or persons who owns or own a majority of its voting shares or who otherwise has or have effective control thereof; or
- (b) the giving by the Tenant of a Power of Attorney or similar authority whereby the donee of the Power obtains the right to use possess occupy or enjoy the Premises or any part thereof or does in fact use possess occupy or enjoy the same.

10. **UPKEEP AND MAINTENANCE:**

The Tenant shall at its sole costs and expenses keep and maintain the Premises

including all the external and all the interior of the Premises, the flooring, carpets, interior plaster or other finishing material or rendering to walls floors and ceilings to the Premises, all fixtures fittings and additions therein, all doors windows, glasses, electrical installations and wiring, light fittings, heating or cooling system, filters, sewers, toilets and water closets, drains, pipes or sanitary or plumbing apparatus in the Premises, the swimming pool(s), the landscaping, shrubs and trees, lawns, garden, backyard, sprinkler of and in the Premises, in good clean substantial and proper repair and condition and to deliver up vacant possession of the Premises together with all the keys of the Premises to the Landlord at the expiration or sooner determination of the Term in like condition. The Tenant shall be responsible for all necessary repairs, replacements and maintenance costs and charges to the Premises as aforesaid and shall keep the Landlord fully indemnified in respect thereof. For the avoidance of doubt, any of the said costs and charges shall be regarded as additional rent payable by the Tenant. Further, the Tenant shall take all reasonable precautions to protect the Premises and all fixtures and fittings thereto and therein against damage by rain, storm or tornado or other natural disasters.

**11. ACCESS:**

The Tenant shall permit the Landlord its agents and all persons authorised by it with or without workmen or others and with or without appliances at all reasonable times subject to prior appointment with the Tenant to enter upon the Premises to view the condition thereof and to take inventories of the fixtures and fittings therein and to carry out any work or repair required to be done or to show the Premises to prospective residents, tenants, purchasers, workmen, or contractors Provided that in the event of an emergency and the Landlord has used reasonable effort to notify the Tenant but failed to receive any response from the Tenant, the Landlord its servants or agents may enter without notice and forcibly if needed.

**12. ALTERATIONS:**

The Tenant shall not make any alteration or addition to the Premises or any part thereof without the previous consent in writing of the Landlord and then only by contractors or mechanics approved by the Landlord. All improvements made to the Premises shall, unless otherwise agreed in writing between the parties hereto, become the property of the Landlord and shall remain upon, and be surrendered with the Premises, as a part thereof, at the end of the Term or sooner determination of this Lease. In case of any alteration or addition to the Premises or any part thereof, the Tenant shall forthwith at the request of the Landlord demolish and remove any such alteration or addition made in breach of this Lease and restore the Premises at the Tenant's costs and expenses to the reasonable satisfaction of the Landlord.

**13. PEST CONTROL:**

The Tenant shall take all such reasonable steps and precautions to the reasonable satisfaction of the Landlord to prevent the Premises or any part thereof from becoming infested by termites rats mice roaches or any other pests or vermin and for the better observance hereof the Landlord may require the Tenant to employ at the Tenant's cost such pest extermination contractors at such intervals as the Landlord may approve.

**14. LOCK POLICY:**

No additional locks will be installed on any door on the Premises without the written permission of the Landlord. The Landlord will be given duplicate keys for all locks so installed at the Tenant's costs and expenses before such locks are installed.

**15. YIELD UP:**

At the expiration of the Term or sooner determination of this Lease, the Tenant

shall quietly yield up the Premises and give vacant possession thereof in good, clean and substantial repair and condition.

**16. COMPLIANCE:**

The Tenant shall obey and comply with and fully indemnify the Landlord against the breach of all applicable federal or state laws, regulations, by-law, rules and requirements of any government or other competent authority relating to the use and occupation of the Premises by the Tenant or any other act, deed, matter or thing done, permitted, suffered or omitted therein or thereon by the Tenant or any employee agent licensee or visitor of the Tenant.

**17. DEFAULT:**

If the Rent and/or any other costs or charges hereby stipulated or any part thereof shall remain unpaid upon the same becoming payable (whether legally demanded or not) or if the Tenant shall fail to observe or perform any of the terms or conditions of this Lease within 14 days after the date of a written notice from the Landlord to the Tenant complaining of such non-observance or non-performance and giving details thereof or if the Tenant shall enter into liquidation whether compulsory or voluntary or make any composition or arrangement with creditors or suffer any prosecution in respect of the non-payment of any money due to the government or shall suffer any execution to be levied on the Premises or otherwise on the Tenant's goods or effects or if the Tenant persistently fails to rectify the breach within 14 days from the service of a notice from the Landlord specifying the breach (except for non-payment of Rent and/or any other costs or charges in which event no such notice from the Landlord is necessary) it shall be lawful for the Landlord at any time thereafter to re-enter on and upon the Premises or any part thereof in the name of the whole and thereupon this Lease shall absolutely determine without prejudice to the Landlord's right to seek legal remedy against the Tenant for all outstanding Rent and/or any other costs or charges as well as all loss and

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damage in consequence of the breach non-observance or non-performance by the Tenant. For the purpose of these presents any act default or omission of the agents servants licencees visitors or contractors of the Tenant shall be deemed to be the act default or omission of the Tenant.

18. **ENFORCEMENT:**

- (a) Any failure by the Landlord to enforce any of the terms and conditions of this Lease shall not constitute any waiver of such terms and conditions by the Landlord.
- (b) Any acceptance of Rent or payment of other costs or charges by the Landlord after any default by the Tenant shall not be construed as any waiver of any right of the Landlord under this Lease or affect any right of termination of this Lease or eviction of the Tenant notwithstanding any rule of law or equity to the contrary and no consent to or waiver of any breach shall be binding on the Landlord unless the same is given and signed in writing by the Landlord.
- (c) No condoning, excusing or overlooking by the Landlord of any default, breach or non-observance or non-performance by the Tenant at any time or any of the agreement stipulations terms and conditions herein contained shall operate as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-observance or non-performance or so as to defeat or affect in any way the rights and remedies of the Landlord hereunder in respect of any such continuing or subsequent default or breach and no waiver by the Landlord shall be inferred or implied by anything done or omitted by the Landlord, unless expressed in writing and signed by the Landlord.
- (d) Any consent given by the Landlord shall operate as a consent only for the particular matter to which it relates and shall in no way be considered as a waiver or release of any of the provisions hereof nor shall it be construed as dispensing with the necessity of obtaining the specific

written consent of the Landlord in the future, unless expressly so provided.

- (e) All rights given to the Landlord by this Lease shall be cumulative in addition to any law or regulation which exist upon the execution of this Lease or which might come into being thereafter.

**19. LEGAL COSTS**

The Tenant shall pay or reimburse the Landlord all actual costs and expenses including legal costs (on a full indemnity basis) incurred by the Landlord in demanding payment of Rent and other sums due and payable under this Lease and in enforcing any rights of the Landlord under this Lease upon failure by the Tenant to observe and perform any conditions and terms on his part herein contained.

**20. NOTICE:**

Any notice required to be served hereunder shall be sufficiently served on the party to whom it is addressed if delivered to that party by post or left addressed to it at its last known address in Hong Kong. A notice sent by post shall be deemed to be given at the time when in due course of post it would be delivered at the address to which it is sent.

**21. GOVERNING LAW AND JURISDICTION:**

This Lease shall be construed and governed by the laws of the Northern Mariana Islands. The parties hereto hereby submit to the non-exclusive jurisdiction of the courts of the Northern Mariana Islands.

**22. FULL AGREEMENT:**

This Lease sets out the full agreement reached between the parties and no other representation have been made or warranties given relating to Lease or the Premises by the Landlord or its agents or servants and if any such representation

or warranty has been made given or implied the same is hereby deemed to have been waived, abandoned and cancelled.

**23. INTERPRETATION:**

In this Lease,

- (a) words importing the singular number only shall include the plural and vice versa; words importing masculine gender shall include the feminine gender and the neuter gender; and words importing person shall include corporations;
- (b) references herein to Clauses and Schedules are to clauses in and schedules to this Lease; and the Schedules to this Lease shall form part of this Lease; and
- (c) all references to the parties hereto shall include their respective successors and assigns.

**24. TAXES AND COSTS OF THIS LEASE:**

All taxes payable on this Lease under all applicable laws as well as all the Landlord's legal costs and disbursements of and incidental to the preparation and completion of this Lease shall be borne by the Tenant absolutely.

THE FIRST SCHEDULE ABOVE REFERRED TO

PART I

Landlord : RICH SURPLUS VENTURES (CNMI), LLC, a company incorporated and registered in the Northern Mariana Islands whose principal office is at Vectcor Office 6, Isa Drive, Capital Hill, Saipan, MP 96950, Northern Mariana Islands

PART II

Tenant : IMPERIAL PACIFIC PROPERTIES, LLC, a company incorporated and registered in the Northern Marina Islands whose correspondence address is at PO Box 10000, PMB 918, Saipan, MP 96950

PART III

Term : ONE (1) year commencing from 9th April 2021 to 8th April 2022 (both days inclusive).

PART IV

Rent : UNITED STATES DOLLARS THREE HUNDRED AND SIXTY THOUSAND ONLY (US\$360,000.00)

THE SECOND SCHEDULE ABOVE REFERRED TO

Lot 069 D 07, part of Lot 069 D 04, which was part of original Lot 069 D 03 containing an area of 4,166 square meters, more or less, as more particularly described on Drawing/Cadastral Plan No. 069 D 02, the original of which was recorded on 30 May 1990, as Document Number 90-2070 at the Commonwealth Recorder's Office, Saipan, Northern Mariana Islands (which is shown on the plan annexed hereto and thereon coloured Pink)





# EXHIBIT 2

**Fill in this information to identify the case:**

Debtor Imperial Pacific International (CNMI), LLC

United States Bankruptcy Court for the: \_\_\_\_\_ District of Northern Mariana Islands  
(State)

Case number 24-00002

**Official Form 410  
Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

<b>1. Who is the current creditor?</b>	<u>Sun Donghai</u> Name of the current creditor (the person or entity to be paid for this claim)	
	Other names the creditor used with the debtor _____	
<b>2. Has this claim been acquired from someone else?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. From whom? _____	
<b>3. Where should notices and payments to the creditor be sent?</b>	<b>Where should notices to the creditor be sent?</b>	<b>Where should payments to the creditor be sent? (if different)</b>
	See summary page	
Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)	Contact phone _____	Contact phone _____
	Contact email <u>hong1964@mail.com</u>	Contact email _____
	Uniform claim identifier for electronic payments in chapter 13 (if you use one): _____	
<b>4. Does this claim amend one already filed?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Claim number on court claims registry (if known) _____ Filed on _____ MM / DD / YYYY	
<b>5. Do you know if anyone else has filed a proof of claim for this claim?</b>	<input checked="" type="checkbox"/> No <input type="checkbox"/> Yes. Who made the earlier filing? _____	



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_ \_

7. How much is the claim? \$ 14,000,000. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
 Limit disclosing information that is entitled to privacy, such as health care information.  
Loan Agreement and evidence of remittance

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature or property:**  
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

No

Yes. Check all that apply:

Amount entitled to priority

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).

\$ \_\_\_\_\_

Up to \$3,350\* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).

\$ \_\_\_\_\_

Wages, salaries, or commissions (up to \$15,150\* earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4).

\$ \_\_\_\_\_

Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).

\$ \_\_\_\_\_

Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).

\$ \_\_\_\_\_

Other. Specify subsection of 11 U.S.C. § 507(a)( ) that applies.

\$ \_\_\_\_\_

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

I am the creditor.

I am the creditor's attorney or authorized agent.

I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.

I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 11/13/2024  
MM / DD / YYYY

/s/Sun Donghai  
Signature

Print the name of the person who is completing and signing this claim:

Name Sun Donghai  
First name Middle name Last name

Title Mr

Company \_\_\_\_\_  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



## Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (781) 575-2042 | International (781) 575-2042

<b>Debtor:</b> 24-00002 - Imperial Pacific International (CNMI), LLC		
<b>District:</b> District of Northern Mariana Islands, Bankruptcy Division		
<b>Creditor:</b> Sun Donghai Sun Donghai Room 1301, 13/F., Gee Tuck Building, 16-20 Bonham Strand, Sheung Wan  Hong Kong, Hong Kong, 999077 Hong Kong SAR <b>Phone:</b>  <b>Phone 2:</b>  <b>Fax:</b>  <b>Email:</b> hong1964@mail.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded	
	<b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No	
	<b>Related Claim Filed By:</b>	
<b>Filing Party:</b>		
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No	
	<b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Loan Agreement and evidence of remittance	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 14,000,000	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No	<b>Nature of Secured Amount:</b>	
<b>Based on Lease:</b> No	<b>Value of Property:</b>	
<b>Subject to Right of Setoff:</b> No	<b>Annual Interest Rate:</b>	
	<b>Arrearage Amount:</b>	
	<b>Basis for Perfection:</b>	
	<b>Amount Unsecured:</b>	
<b>Submitted By:</b> Sun Donghai on 13-Nov-2024 11:53:14 p.m. Eastern Time		
<b>Title:</b> Mr		
<b>Company:</b>		

**Dated 13 March 2018**

**IMPERIAL PACIFIC INTERNATIONAL HOLDINGS LIMITED**  
**(as Borrower)**

**AND**

**Sun, Donghai**

**(as Lender)**

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**LOAN AGREEMENT**

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**THIS LOAN AGREEMENT** is made on 13 March 2018

**BETWEEN**

**SUN, Donghai** (holder of Hong Kong Identity Card number: No. R850490(2)), of Room 4933, Four Season Place, Central, Hong Kong (the “**Lender**”); and

**IMPERIAL PACIFIC INTERNATIONAL HOLDINGS LIMITED**, a company incorporated in Bermuda with limited liability and whose principal place of business in Hong Kong is at Suites 7001-02, 70/F, of Two International Finance Centre, No.8 Finance Street, Central, Hong Kong (the “**Borrower**”).

**WHEREAS:**

(A) The Borrower proposes to borrow a loan in the principal sum of USD14,000,000 from the Lender.

(B) The Borrower and the Lender agreed to enter into this loan agreement to confirm the terms on the loan amounted to USD14,000,000.

**NOW THIS AGREEMENT WITNESSETH** as follows:

**1. The Loan**

The Lender agrees to lend to the Borrower the sum of *UNITED STATES DOLLARS FOURTEEN MILLION ONLY* (USD14,000,000) (the “**Loan**”), which shall only be drawn down once in its entire sum, subject to and upon the terms and conditions herein contained.

**2. Term**

The Loan shall be repaid by the Borrower to the Lender forthwith upon written demand by the Lender to the Borrower (or other date as mutually agreed in writing between the Lender and the Borrower).

In this Loan Agreement, a “**Business Day**” or “**Business Days**” shall mean any day or days (excluding Saturdays in all events) on which licensed banks in Hong Kong are

generally open for business.

### **3. Repayment of the Loan**

The Loan Amount shall be repaid for a fixed term of twenty-four (24) calendar months from the date of this Agreement (the “**Repayment Date**”). Subject to Clauses 5 and 6 below, the Obligor shall repay the Loan Amount in one lump sum together with all other monies payable under this Agreement on the Repayment Date.

### **4. Interest Rate**

An interest of 8% per annum is chargeable on the Loan. The interest shall be calculated by reference to the actual number of days elapsed and on the basis of a 365-day year, and shall be paid on the Repayment Date (or on the Repayment Date as extended pursuant to Clause 2).

### **5. Early repayment**

- (a) The Borrower may prepay to the Lender the whole or any part of the Loan at any time before the Repayment Date.
- (b) Any amount of the Loan repaid by the Borrower to the Lender shall not be available for draw-down again, unless otherwise agreed in writing by the parties hereto.

### **6. Events of Default**

Notwithstanding anything herein mentioned, upon occurrence of any of the following events, the Loan together with all amount due and payable by the Borrower hereunder and all other moneys, obligations and liabilities not otherwise so repayable shall immediately become payable without demand: -

- (a) the Borrower fails to pay the Loan or any sum under or in relation to this Loan Agreement on its stipulated due dates for payment; or
- (b) any indebtedness of the Borrower is not paid when due (unless as a result of the exercise of a voluntary right of prepayment) or any guarantee or indemnity given by the Borrower in respect of any of its indebtedness is not honoured when due

and called upon; or

- (c) there is any step taken by any person for the Borrower's dissolution or winding up (except for the purpose of and followed by a reconstruction, amalgamation or reorganization on terms approved by the Lender before that step is taken)..

#### **7. Fees and Expenses**

Each of the Borrower and the Lender shall bear its own cost incurred in relation to this Loan Agreement.

#### **8. Conclusive Statement of Account**

Any certificate by any one of the officers of the Lender as to the amount due and payable by the Borrower to the Lender at any time hereunder, save for manifest error, shall be binding on the Borrower and conclusive evidence thereof.

#### **9. Assignment**

- (a) The Borrower shall not assign, transfer or dispose of all or part of its benefit, liabilities and obligations hereunder without prior written consent of the Lender.
- (b) The Lender shall not assign, transfer or dispose of all or part of its benefit, liabilities and obligations hereunder without prior written consent of the Borrower.

#### **10. INDEMNITIES**

The Borrower shall forthwith on demand fully indemnify the Lender, without prejudice to any of the Lender's other rights under this Loan Agreement, against any loss or expense (including legal expenses on indemnity basis) which the Lender shall certify as sustained or incurred by it as a consequence of:-

- (a) any default in payment by the Borrower of any sum payable by it under this Loan Agreement at the time and in the currency and manner stipulated in this Agreement;
- (b) the occurrence of any Event of Default in Clause 6; or
- (c) the Loan not being advanced for any reason (excluding any default by the Lender),

including, in any such case, but not limited to, any loss or expense sustained or incurred in maintaining or funding the Loan or any part thereof or in liquidating or re-employing deposits from third parties acquired to effect or maintain the Loan or any part thereof.

#### **11. Notice**

All notices delivered hereunder shall be in writing and shall be communicated to the following addresses:

If to the Borrower, to:

Address : Suites 7001-02, 70/F, Two International Finance Centre, No.8 Finance Street, Central, Hong Kong

Attention :

If to the Lender, to :

Address : Room 4933, Four Season Place, Central, Hong Kong

Attention : Sun, Donghai

Any such notice shall be served either by hand. Any notice shall be deemed to have been served, if served by hand, when delivered. Any notice received on a day which is not a Business Day shall be deemed to be received on the next Business Day

#### **12. Law and Jurisdiction**

This Loan Agreement shall be governed by the laws of Hong Kong.

#### **13. Confidentiality**

- (a) No public announcement or communication of any kind shall be made in respect of the subject matter of this Loan Agreement unless specifically agreed between the parties or unless an announcement is required pursuant to the applicable law and the regulations.
- (b) Each of the parties undertakes that it will not, at any time after the date of this Loan Agreement, divulge or communicate to any person other than to its

professional advisers, or when required by law, regulation or any applicable regulatory body or to its respective officers or employees whose province it is to know the same any confidential information concerning the business, accounts, finance, customers, suppliers or contractual arrangements or other dealings, transactions or affairs of the other party which may be within or may come to its knowledge and it shall use its best endeavours to prevent the publication or disclosure of any such confidential information concerning such matters.

**13. Miscellaneous**

- (a) This Loan Agreement (together with any documents referred to herein) constitutes the whole agreement between the parties relating to its subject matter and no variations hereof shall be effective unless made in writing and signed by each of the parties.
- (b) If, at any time, any provision of this Loan 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 nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired.
- (c) Time shall be of essence to this Loan Agreement. No time or indulgence given by the Lender to the Borrower shall be deemed or in any way be construed as a waiver of any of its rights and remedies hereunder.
- (d) This Loan Agreement may be executed in counterparts and by the parties on separate counterparts which when taken together shall be deemed to constitute one agreement.
- (e) In this Loan Agreement, clauses headings are inserted for convenience only and shall not affect the construction of the clauses. Where the context so permits or requires, reference to the singular shall include the plural and vice versa and reference to the masculine gender shall include the feminine gender and he neuter gender.
- (f) This Loan Agreement shall be binding upon and shall enure to the benefit of the Borrower, the Lender and each of their respective successors and assigns.

- (g) The Borrower acknowledges that the Loan is an exempted loan under the Money Lenders Ordinance, Chapter 163 of the laws of Hong Kong and that the Loan was made available by the Lender whose ordinary business does not involve the lending of money. The Borrower hereby further acknowledges, confirms and undertakes not to raise the defence of money lender or any objection as to the enforceability of this Loan Agreement.

- Intentionally left blank -

IN WITNESS whereof the parties hereto have duly executed this Loan Agreement the day and year first above written.

Borrower

SIGNED by \_\_\_\_\_ )  
 )  
for and on behalf of \_\_\_\_\_ )  
**IMPERIAL PACIFIC INTERNATIONAL HOLDINGS LIMITED**  
in the presence of: \_\_\_\_\_ )

Lender

SIGNED by \_\_\_\_\_ )  
 )  
**SUN, Donghai** )   
in the presence of: \_\_\_\_\_ )

IN WITNESS whereof the parties hereto have duly executed this Loan Agreement the day and year first above written.

Borrower

SIGNED by )

\_\_\_\_\_ )

for and on behalf of )

**IMPERIAL PACIFIC INTERNATIONAL HOLDINGS LIMITED**

in the presence of: )

For and on behalf of  
IMPERIAL PACIFIC INTERNATIONAL HOLDINGS LIMITED  
博華太平洋國際控股有限公司  
  
Authorized Signature(s)

Lender

SIGNED by )

\_\_\_\_\_ )

**SUN, Donghai** )

in the presence of: )

**Notice of Drawing**

Date: 13 March 2018

To: SUN, Donghai (孫東海)

We refer to the loan agreement dated 13 March 2018 (the "**Loan Agreement**") pursuant to which you have agreed to advance a loan facility of up to United States Dollars Fourteen Million only (USD14,000,000) to us. Expressions capitalised in this Notice of Drawing shall have the meanings attributed thereto in the Loan Agreement.

We hereby:

- (1) give you notice that we intend to make a drawing of USD14,000,000 on the date hereof;
- (2) certify that no Event of Default or condition, act or event which, with the giving of notice or lapse of time or both or the fulfilment of any other condition would constitute an Event of Default has occurred, is continuing or would result from the drawing requested hereunder; and
- (3) represent and warrant that the representations and warranties set out in the Loan Agreement are true and correct on the date hereof with reference to the facts and circumstances now existing.

Please deposit the sum of USD14,000,000 according to the following instructions:

(i)  
Bank Name: Bank of Guam  
Bank Address: Garapan Branch, P.O. Box 500678, Saipan, MP. 96950, USA  
Routing No.: 1214-05115  
Account Name: CNMI Treasury General Fund  
Address: 1322 Ascencion Dr. Capitol Hill P.O. Box 5234 CHRB, Saipan, MP. 96950  
Account Number: 0103-025301  
Amount: USD14,000,000

A copy of the relevant bank-in payment instruction / deposit receipt of cheque of such amount according to the above specified information shall be deemed as conclusive evidence of our receipt of the whole drawdown sum of USD14,000,000.

For and on behalf of

**IMPERIAL PACIFIC INTERNATIONAL HOLDINGS LIMITED**

*For and on behalf of*

IMPERIAL PACIFIC INTERNATIONAL HOLDINGS LIMITED

得基太平洋國際控股有限公司

Name:

Position:

Authorized Signature(s)

CNMI Tax System Release 6.0  
Commonwealth of the Northern Mariana Islands  
Commonwealth Treasury  
Department of Finance  
P.O. Box 5234 CHR  
Saipan, MP 96950

OFFICIAL CASH RECEIPT

Payment Entered: 3/15/2018 Receipt No.: 003502209

Received From: IMPERIAL PACIFIC INTERNATIONAL (CNMI), LLC  
P.O. Box 10000 PMB 918  
Saipan, MP 969500000

Taxpayer ID : 993014054 Date: 3/15/2018 9:42:29 Received By: REVRFS1

Payment to Account(s):

Bus. Gross Revenue Tax-CY	1000 40110	14,000,000.00
993014054 OS-3105	2018 1	
IMPERIAL PACIFIC INTERNATIONAL (CNMI), LLC		

Payment(s) Tendered:  
Direct Deposit

14,000,000.00

TOTAL . . . . . : 14,000,000.00

\*\*\* KEEP THIS RECEIPT FOR YOUR RECORDS \*\*\*



Dated 26 June 2019

**IMPERIAL PACIFIC INTERNATIONAL HOLDINGS LIMITED**  
(as Borrower)

**AND**

**SUN DONGHAI**  
(as Lender)

---

**SUPPLEMENTAL LOAN AGREEMENT**

---

**THIS SUPPLEMENTAL LOAN AGREEMENT** is made on 26 June 2019

**BETWEEN**

**IMPERIAL PACIFIC INTERNATIONAL HOLDINGS LIMITED**, a company incorporated in Bermuda with limited liability and whose principal place of business is Suites 7001, 7002 and 7014-7016, 70/F., Two International Finance Centre, No. 8 Finance Street, Central, Hong Kong (the "**Borrower**"); and

**SUN, Donghai** (holder of Hong Kong Identity Card number: No. R850490(2)), of Room 4933, Four Season Place, Central, Hong Kong (the "**Lender**").

**WHEREAS:**

- (A) A loan agreement (the "**Loan Agreement**") made between the Lender and the Borrower on 13 March 2018 pursuant to which the Borrower proposes to borrow a loan in the principal sum of US\$14,000,000 (the "**Loan**") from the Lender and the Loan has already been drawn by the Borrower on 13 March 2018.
- (B) The Borrower and the Lender both wish to revise the repayment terms of the Loan under the clause 3 of the Loan Agreement as set below.
- (C) Unless the context requires otherwise, capitalised terms used herein shall have the same meanings as those defined in the Loan Agreement.

**NOW the Borrower and the Lender AGREE** as follows:

- (1) The term of the Loan under the clause 3 of the Loan Agreement shall be revised and taken effect on the date of this supplemental loan agreement THAT the term of the Loan shall be for a fixed term of twenty-four (24) calendar months from 12 March 2020 (the "**Repayment Date**"). The Borrower shall repay to the Lender all outstanding Loan amount together with accrued interest on or before the Repayment Date.
- (2) All other terms of the Loan Agreement shall remain unchanged and continue in full force and effect.

IN WITNESS whereof the parties hereto have duly executed this supplemental loan agreement the day and year first above written.

Borrower

SIGNED by Dion Yap )  
 )  
for and on behalf of )  
IMPERIAL PACIFIC INTERNATIONAL )  
HOLDINGS LIMITED )  
in the presence of: [Signature] )



Lender

SIGNED by \_\_\_\_\_ )  
 )  
Sun, Donghai )  
in the presence of: \_\_\_\_\_ )





# EXHIBIT 3

**Fill in this information to identify the case:**

Debtor Imperial Pacific International (CNMI), LLC

United States Bankruptcy Court for the: \_\_\_\_\_ District of Northern Mariana Islands  
(State)

Case number 24-00002

**Official Form 410  
Proof of Claim**

04/22

Read the instructions before filling out this form. This form is for making a claim for payment in a bankruptcy case. Do not use this form to make a request for payment of an administrative expense. Make such a request according to 11 U.S.C. § 503.

Filers must leave out or redact information that is entitled to privacy on this form or on any attached documents. Attach redacted copies or any documents that support the claim, such as promissory notes, purchase orders, invoices, itemized statements of running accounts, contracts, judgments, mortgages, and security agreements. Do not send original documents; they may be destroyed after scanning. If the documents are not available, explain in an attachment.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Fill in all the information about the claim as of the date the case was filed. That date is on the notice of bankruptcy (Form 309) that you received.

**Part 1: Identify the Claim**

1. Who is the current creditor?

KING GAIN LIMITED  
Name of the current creditor (the person or entity to be paid for this claim)

Other names the creditor used with the debtor \_\_\_\_\_

2. Has this claim been acquired from someone else?

No  
 Yes. From whom? \_\_\_\_\_

3. Where should notices and payments to the creditor be sent?

**Where should notices to the creditor be sent?**

**Where should payments to the creditor be sent? (if different)**

See summary page

Federal Rule of Bankruptcy Procedure (FRBP) 2002(g)

Contact phone \_\_\_\_\_ Contact phone \_\_\_\_\_  
Contact email 19518950260@163.com Contact email \_\_\_\_\_

Uniform claim identifier for electronic payments in chapter 13 (if you use one):  
\_\_\_\_\_

4. Does this claim amend one already filed?

No  
 Yes. Claim number on court claims registry (if known) \_\_\_\_\_ Filed on \_\_\_\_\_  
MM / DD / YYYY

5. Do you know if anyone else has filed a proof of claim for this claim?

No  
 Yes. Who made the earlier filing? \_\_\_\_\_



**Part 2: Give Information About the Claim as of the Date the Case Was Filed**

6. Do you have any number you use to identify the debtor?  No  
 Yes. Last 4 digits of the debtor's account or any number you use to identify the debtor: \_\_\_\_ \_

7. How much is the claim? \$ 27,752,300. Does this amount include interest or other charges?  
 No  
 Yes. Attach statement itemizing interest, fees, expenses, or other charges required by Bankruptcy Rule 3001(c)(2)(A).

8. What is the basis of the claim? Examples: Goods sold, money loaned, lease, services performed, personal injury or wrongful death, or credit card.  
 Attach redacted copies of any documents supporting the claim required by Bankruptcy Rule 3001(c).  
 Limit disclosing information that is entitled to privacy, such as health care information.  
Loan agreements and evidence of remittance

9. Is all or part of the claim secured?  No  
 Yes. The claim is secured by a lien on property.  
**Nature or property:**  
 Real estate: If the claim is secured by the debtor's principle residence, file a *Mortgage Proof of Claim Attachment* (Official Form 410-A) with this *Proof of Claim*.  
 Motor vehicle  
 Other. Describe: \_\_\_\_\_  
**Basis for perfection:** \_\_\_\_\_  
 Attach redacted copies of documents, if any, that show evidence of perfection of a security interest (for example, a mortgage, lien, certificate of title, financing statement, or other document that shows the lien has been filed or recorded.)  
**Value of property:** \$ \_\_\_\_\_  
**Amount of the claim that is secured:** \$ \_\_\_\_\_  
**Amount of the claim that is unsecured:** \$ \_\_\_\_\_ (The sum of the secured and unsecured amount should match the amount in line 7.)  
**Amount necessary to cure any default as of the date of the petition:** \$ \_\_\_\_\_  
**Annual Interest Rate** (when case was filed) \_\_\_\_\_ %  
 Fixed  
 Variable

10. Is this claim based on a lease?  No  
 Yes. Amount necessary to cure any default as of the date of the petition. \$ \_\_\_\_\_

11. Is this claim subject to a right of setoff?  No  
 Yes. Identify the property: \_\_\_\_\_



12. Is all or part of the claim entitled to priority under 11 U.S.C. § 507(a)?

- No
- Yes. Check all that apply:

A claim may be partly priority and partly nonpriority. For example, in some categories, the law limits the amount entitled to priority.

- |  | Amount entitled to priority |
|--|-----------------------------|
| <input type="checkbox"/> Domestic support obligations (including alimony and child support) under 11 U.S.C. § 507(a)(1)(A) or (a)(1)(B).   | \$ _____                    |
| <input type="checkbox"/> Up to \$3,350* of deposits toward purchase, lease, or rental of property or services for personal, family, or household use. 11 U.S.C. § 507(a)(7).   | \$ _____                    |
| <input type="checkbox"/> Wages, salaries, or commissions (up to \$15,150* earned within 180 days before the bankruptcy petition is filed or the debtor's business ends, whichever is earlier. 11 U.S.C. § 507(a)(4). | \$ _____                    |
| <input type="checkbox"/> Taxes or penalties owed to governmental units. 11 U.S.C. § 507(a)(8).   | \$ _____                    |
| <input type="checkbox"/> Contributions to an employee benefit plan. 11 U.S.C. § 507(a)(5).   | \$ _____                    |
| <input type="checkbox"/> Other. Specify subsection of 11 U.S.C. § 507(a)(____) that applies.   | \$ _____                    |

\* Amounts are subject to adjustment on 4/01/25 and every 3 years after that for cases begun on or after the date of adjustment.

**Part 3: Sign Below**

The person completing this proof of claim must sign and date it. FRBP 9011(b).

If you file this claim electronically, FRBP 5005(a)(2) authorizes courts to establish local rules specifying what a signature is.

A person who files a fraudulent claim could be fined up to \$500,000, imprisoned for up to 5 years, or both. 18 U.S.C. §§ 152, 157, and 3571.

Check the appropriate box:

- I am the creditor.
- I am the creditor's attorney or authorized agent.
- I am the trustee, or the debtor, or their authorized agent. Bankruptcy Rule 3004.
- I am a guarantor, surety, endorser, or other codebtor. Bankruptcy Rule 3005.

I understand that an authorized signature on this *Proof of Claim* serves as an acknowledgement that when calculating the amount of the claim, the creditor gave the debtor credit for any payments received toward the debt.

I have examined the information in this *Proof of Claim* and have reasonable belief that the information is true and correct.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on date 11/14/2024  
MM / DD / YYYY

/s/Dong Jiming  
Signature

Print the name of the person who is completing and signing this claim:

Name Dong Jiming  
First name Middle name Last name

Title Mr

Company \_\_\_\_\_  
Identify the corporate servicer as the company if the authorized agent is a servicer.

Address \_\_\_\_\_

Contact phone \_\_\_\_\_ Email \_\_\_\_\_



## Verita (KCC) ePOC Electronic Claim Filing Summary

For phone assistance: Domestic (781) 575-2042 | International (781) 575-2042

<b>Debtor:</b> 24-00002 - Imperial Pacific International (CNMI), LLC		
<b>District:</b> District of Northern Mariana Islands, Bankruptcy Division		
<b>Creditor:</b> KING GAIN LIMITED KING GAIN LIMITED Room 1301, 13/F., Gee Tuck Building 16-20 Bonham Strand, Sheung Wan Hong Kong, Hong Kong, 999077 Hong Kong SAR <b>Phone:</b> <b>Phone 2:</b> <b>Fax:</b> <b>Email:</b> 19518950260@163.com	<b>Has Supporting Documentation:</b> Yes, supporting documentation successfully uploaded <b>Related Document Statement:</b>	
	<b>Has Related Claim:</b> No <b>Related Claim Filed By:</b>	
	<b>Filing Party:</b> Creditor	
<b>Other Names Used with Debtor:</b>	<b>Amends Claim:</b> No <b>Acquired Claim:</b> No	
<b>Basis of Claim:</b> Loan agreements and evidence of remittance	<b>Last 4 Digits:</b> No	<b>Uniform Claim Identifier:</b>
<b>Total Amount of Claim:</b> 27,752,300	<b>Includes Interest or Charges:</b> No	
<b>Has Priority Claim:</b> No	<b>Priority Under:</b>	
<b>Has Secured Claim:</b> No	<b>Nature of Secured Amount:</b>	
<b>Based on Lease:</b> No	<b>Value of Property:</b>	
<b>Subject to Right of Setoff:</b> No	<b>Annual Interest Rate:</b>	
	<b>Arrearage Amount:</b>	
	<b>Basis for Perfection:</b>	
	<b>Amount Unsecured:</b>	
<b>Submitted By:</b> Dong Jiming on 14-Nov-2024 5:49:28 a.m. Eastern Time		
<b>Title:</b> Mr		
<b>Company:</b>		

**KING GAIN LIMITED**

勤益有限公司

Rm 1312, 13/F, Lucky Centre, 165-171 Wanchai Road, Wanchai, Hong Kong  
Tel: 3584 8425

Date: 28 December 2017

**Imperial Pacific International Holdings Limited**

Suites 7001, 7002 & 7014-7016  
70/F, Two International Finance Centre,  
No 8 Finance Street,  
Central, Hong Kong

Attn: The Board of Directors

Dear Sirs,

**Re: Loan Facility of up to HK\$200,000,000**

The loan facility of up to Hong Kong Dollars Two Hundred Million (HK\$200,000,000) (the “**Facility**”) shall be granted to Imperial Pacific International Holdings Limited upon and subject to the terms and conditions as set out below in this agreement (this “**Agreement**”):-

**1. Parties**

(a) Lender

King Gain Limited (the “**Lender**”)  
Rm 1312, 13/F, Lucky Centre, 165-171 Wanchai Road, Wanchai, Hong Kong  
Money lender licence number: 1053/2016

(b) Borrower

Imperial Pacific International Holdings Limited (the “**Borrower**”)  
Suites 7001, 7002 & 7014-7016, 70/F, Two International Finance Centre, No 8  
Finance Street, Central, Hong Kong

**2. Term of the Facility**

(a) The Lender shall have an overriding right to terminate or demand repayment of all or any part of the Outstanding Indebtedness at any time at the Lender’s absolute discretion upon written notice given by the Lender to the Borrower.

(b) Subject to Clauses 2(a) and 8(b), the Outstanding Indebtedness shall be fully

## KING GAIN LIMITED

### 勤益有限公司

Rm 1312, 13/F, Lucky Centre, 165-171 Wanchai Road, Wanchai, Hong Kong  
Tel: 3584 8425

repaid by the Borrower to the Lender on the Business Day falling on six (6) months from the date of drawdown of any amount of the Facility by the Borrower, or such later date as the parties herein may agree in writing (the “**Repayment Date**”).

- (c) The Borrower may only make one drawdown under the Facility.
- (d) In this Agreement, “Business Day” or “Business Days” shall mean any day or days (excluding Saturdays in all events) on which licensed banks in Hong Kong are generally open for business and “Outstanding Indebtedness” shall mean, in relation to any time, the principal of the Facility outstanding, interest and all other amounts from time to time payable by the Borrower pursuant to, without limitation, all costs, charges and expenses (including legal fees) on a full indemnity basis incurred by the Lender in connection with the perfection or preservation of the security created and the preservation, enforcement or exercise or intended or attempted exercise of any right, power or remedy of the Lender under this Agreement and the security created pursuant to this Agreement.

### 3. Purpose of the Facility

The Borrower shall only apply the amounts borrowed by it as general working capital of the Borrower and its subsidiaries (the “**Group**”).

### 4. Conditions Precedent

- (a) The Borrower may not utilize any amount of the Facility under this Agreement unless the Lender has first received from the Borrower, in the form and substance acceptable to the Lender, all of the following:-
- (i) this Agreement duly executed by the Borrower;
  - (ii) evidence that all authorisations have been obtained and all necessary filings, registrations and other formalities have been or will, as soon as practical, be completed in order to ensure that this Agreement and such other documents in connection therewith are valid, enforceable and legally binding;
  - (iii) satisfactory due diligence results on the Borrower on the sole discretion of the Lender; and
  - (iv) such other documents, evidence and financial and other information in connection with this Agreement and the transactions contemplated herein as the Lender may reasonably request.

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- (b) The Lender will only be obliged to honour a drawdown of any amount of the Facility available if, on the date such drawdown:-
- (i) no Event of Default as stipulated in Clause 8(a) below has occurred or is continuing or would result;
  - (ii) no litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might have a material adverse effect, are current or pending against the Borrower;
  - (iii) the Lender shall have received such securities or collaterals in the form and substance acceptable to the Lender, with principal value of not less than the sum of the drawing as may be required by the Lender at its absolute discretion; and
  - (iv) there has been no material adverse change which may affect the business or financial conditions of the Group.

### **5. Repayment of the amount drawn**

Subject to the Lender's overriding right of repayment on demand, the Borrower shall repay the Outstanding Indebtedness under this Agreement on the Repayment Date.

### **6. Interest Rate**

- (a) Interest on the outstanding Facility shall accrue at the rate which is twelve per cent. (12%) per annum. Interest on the outstanding Facility shall be calculated on the actual number of days elapsed from and including the date of drawdown up to but excluding the date that any amount shall be repaid in full on the basis of a 365-day year. The Borrower shall repay accrued interest on the outstanding Facility on the Repayment Date.
- (b) If the Borrower defaults in repayment on Repayment Date of any part of the amount drawn, interest or other amounts payable under this Agreement, the Borrower shall pay additional interest on such overdue sums from the due date until payment in full (before and after judgment, if applicable) at the rate which is twelve per cent. (12%) per annum. Such interest shall be calculated on the basis of a 365-day year and the actual number of days elapsed.
- (c) In the event if the interest charged under this Agreement shall exceed such amount as permitted under the laws, the Lender shall refund such excess amount to the Borrower.

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### 7. Prepayment

The Borrower may prepay to the Lender the whole or any part of the Outstanding Indebtedness under the Facility provided that:

- (a) the Borrower shall have given to the Lender a notice in writing of its intention to make such prepayment, specifying the amount to be prepaid and the date on which prepayment is to be made; and
- (b) the Lender shall have consented in writing to such prepayment (the Lender shall have the unfettered right to give (with or without conditions) or withhold such consent at its sole and absolute discretion); and
- (c) the Borrower shall, on the date of such prepayment, pay to the Lender all accrued interest on the amount so prepaid.

### 8. Event of Default

- (a) There shall be an event of default ("**Event of Default**") if:
  - (i) the Borrower fails to pay or procure repayment of the Outstanding Indebtedness or any part thereof payable by it under this Agreement at the time and in the currency and manner as stipulated hereunder; or
  - (ii) the Borrower commits any breach of or omits to observe any of its obligations, covenants or undertakings under this Agreement; or
  - (iii) any representation, warranty or statement made or deemed to be made or repeated by or in respect of the Borrower in or pursuant to this Agreement, guarantee, assurance, security, notice, certificate, report, statement, legal or other opinion, instrument or document executed or delivered under or pursuant to or referred to or contemplated under this Agreement is or proves to have been untrue or incorrect in any material respect when made or deemed to be made or repeated or would have been untrue or incorrect in any material respect if repeated at any time when any moneys are owing under this Agreement with reference to the facts and circumstances existing at such time; or
  - (iv) any consent, authorisation, licence, approval of or registration with or declaration to any governmental or public body or authority or court required by the Borrower to authorise, or required by the Borrower in connection with, the execution, delivery, legality, validity, priority,

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enforceability, admissibility in evidence or effectiveness of this Agreement or the performance by the Borrower of any of its obligations under this Agreement, is modified in a manner unacceptable to the Lender or is not granted or is revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and effect or the Borrower defaults in the observance or performance of any condition or restriction imposed on, or in connection with, any of the same; or

- (v) any indebtedness of the Group is not paid when due (unless as a result of the exercise of a voluntary right of prepayment) or any guarantee or indemnity given by the Borrower in respect of indebtedness is not honoured when due and called upon; or
- (vi) a creditor or any government authority attaches, arrests, seizes or takes possession of, or a distress, execution, sequestration or other process is levied, executed or enforced upon or sued out against, or an encumbrance becomes enforceable and is enforced in respect of, the whole or any part of the business, undertaking, properties, assets, rights or revenues of, or any share or other ownership interest in, any member of the Group and such attachment, arrest, seizure, possession, distress, execution, sequestration, process or enforcement is not released, lifted, discharged or discontinued, as the case may require, within fourteen (14) days (or such extended time as the Lender may agree in writing upon request); or
- (vii) any member of the Group either suspends payment of its debts or is unable or admits inability to pay its debts as they fall due or begins negotiations with one or more of its creditors with a view to a general or partial reconstruction, readjustment or rescheduling of all or part of its debts or proposes, enters into or makes any compromise, composition, assignment or other arrangement for the benefit of its creditors generally or any class of its creditors or any proceedings are commenced in relation to the Borrower under any law, enactment, regulation or procedure relating to reconstruction, readjustment or rescheduling of debts or for the relief of debtors; or
- (viii) any person takes any action or step or start any legal proceedings for:-
  - (a) any member of the Group to be adjudicated or found insolvent or bankrupt, or
  - (b) the winding-up, liquidation or dissolution of any member of the Group;  
or

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- (c) the appointment of a liquidator, trustee in bankruptcy, receiver, administrator, administrative receiver or similar officer of any member of the Group, or any part of its business, undertaking, properties, assets, rights or revenues; or
- (ix) any member of the Group changes or threatens to change the nature or scope of its business or suspends or ceases or threatens to suspend or cease to carry on its business or, in the Lender's absolute opinion, a material part thereof; or
- (x) the whole or, in the Lender's absolute opinion, a material part of the business, management, undertaking, properties, assets, rights or revenues of the Group or any other shares or other ownership interest of the Group is seized, nationalised, expropriated, compulsorily acquired, taken over, confiscated, forfeited, requisitioned or sequestered or is sold, transferred or otherwise disposed of by or under the authority of any government or governmental body or agency; or
- (xi) any provision of any security pursuant to or contemplated under this Agreement, at any time and for any reason becomes invalid or unenforceable or otherwise ceases to remain in full force and effect or the validity or enforceability of which is at any time and for any reason contested by the Borrower; or
- (xii) the Borrower denies that it has any, or any further, liability under any security pursuant to or contemplated under this Agreement, or it becomes unlawful or, in the Lender's absolute opinion, impossible or impracticable at any time and for any reason for the Borrower to perform any of its obligations hereunder or otherwise to comply with any of the terms of this Agreement or any security pursuant to or contemplated under this Agreement, or for the Lender to exercise or enforce any right, power or remedy under this Agreement or any security pursuant to or contemplated under this Agreement; or
- (xiii) the Borrower repudiates, or does or causes or permits to be done any act or thing evidencing an intention to repudiate this Agreement or any security pursuant to or contemplated under this Agreement; or
- (xiv) there occurs, in the Lender's absolute opinion, a material adverse change in the financial condition of the Group; or

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- (xv) any member of the Group makes any substantial financial or other commitment other than on arm's-length terms for full value in its ordinary and normal course of business; or
  - (xvi) failure by the Borrower to deliver to the satisfaction of the Lender any document required by the Lender under this Agreement within 14 days from the date hereof; or
  - (xvii) any amount of the Facility is not used by the Borrower solely for the purpose set forth in Clause 3; or
  - (xviii) the shares of the Borrower are suspended for whatever cause from trading on The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**") for more than fourteen (14) consecutive trading days, the Borrower is placed under any stage of delisting by the Stock Exchange or the shares of the Borrower are delisted by the Stock Exchange; or
  - (xix) any other event occurs or circumstance arises which, in the Lender's absolute opinion, is likely to materially and adversely affect the ability of the Borrower to perform any of its obligations or otherwise to comply with any of the terms of this Agreement or any security pursuant to or contemplated under this Agreement.
- (b) The Lender may, without prejudice to any of its other rights or any power or remedy available to it, promptly after the happening of any Event of Default by notice to the Borrower to:-
- (i) cancel the whole or any part of the Facility;
  - (ii) declare that all or part of the Outstanding Indebtedness and all other amounts accrued or outstanding under this Agreement are immediately due and payable, whereupon they shall become immediately due and payable;
  - (iii) exercise any or all of its rights and remedies under this Agreement and/or any security pursuant to or contemplated under this Agreement; and/or
  - (iv) exercise any or all of the other remedies which may be available to the Lender in law or equity.

Notwithstanding the foregoing, upon the occurrence of the Event of Default described in Clause 8(a), the Lender shall have the right to exercise any of the foregoing without notice to the Borrower.

- (c) The Lender's determination as to whether or not any Event of Default has

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occurred shall be conclusive and binding on the Borrower.

### 9. Indemnities

- (a) The Borrower shall forthwith on demand indemnify the Lender, without prejudice to any of the Lender's other rights under this Agreement or any security created pursuant to this Agreement, against any loss or expense (including legal expenses on indemnity basis) which the Lender shall certify as sustained or incurred by it as a consequence of:-
- (i) any default in payment by the Borrower of any sum payable by it under this Agreement at the time and in the currency and manner stipulated in this Agreement;
  - (ii) the occurrence of any Event of Default; or
  - (iii) any amount of the Facility not being advanced for any reason (excluding any default by the Lender), including, in any such case, but not limited to, any loss or expense sustained or incurred in maintaining or funding the Facility or any part thereof or in liquidating or re-employing deposits from third parties acquired to effect or maintain the Facility or any part thereof.

### 10. Conclusive Statement of Account

A certificate by any one of the officers of the Lender as to the amount due and payable by the Borrower to the Lender at any time hereunder, save for manifest error on the part of the Lender, shall be binding on the Borrower and conclusive evidence thereof.

### 11. Assignment

- (a) This Agreement shall ensure to the benefit of parties to this Agreement and their respective successors, assignees and transferees.
- (b) The Borrower may not assign any of its rights or obligations under this Agreement.
- (c) The Lender may at any time without the consent of or notice of the Borrower assign its rights and benefits hereunder or any part thereof to any one or more persons on such terms and conditions as it may deem fit. The assignee lender(s) shall have the same rights and benefits and/or obligations against the Borrower under this Agreement as if it/they were an original party thereto in respect of the rights and benefits and/or obligations assigned to it/them.

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- (d) The Lender may disclose to a potential assignee or any other person proposing to enter into contractual arrangement with the Lender in relation to the security documents or the outstanding amount such information of the Borrower as the Lender thinks fit.

### **12. Waiver**

No delay or omission on the part of the Lender in exercising any right, power, privilege or remedy available to the Lender shall impair such right, power, privilege or remedy, or be construed as a waiver of it, not shall any single or partial exercise of any such right, power, privilege or remedy preclude any further exercise of it or the exercise of any right, power, privilege or remedy. The right, power, privilege or remedies provided in the security documents are cumulative and not exclusive of any rights, power, privilege or remedy provided by law.

### **13. Notice**

Unless otherwise specified herein, all notices, requests, demands or other communications to or upon the parties shall be deemed to have been given:

- (a) in the case of notice by telex or facsimile, when sent;
- (b) in the case of notice given by cable, twenty-four (24) hours after delivery to the cable company; and
- (c) in the case of notice by letter, twenty-four (24) hours after posting of the letter by prepaid registered local post or seven (7) days after posting of the letter by prepaid registered airmail post, in each case addressed to the parties or their respective process agents at their respective addresses as above stated.

### **14. Law and Jurisdiction**

This Agreement shall be governed by the laws of Hong Kong and the Borrower irrevocably agrees that any legal action or proceedings in connection with this Agreement may be brought to the Hong Kong courts or in the courts of any other country chosen by the Lender, each of which shall have jurisdiction to settle any disputes arising out of, or in connection with, this Agreement. The Borrower irrevocably and unconditionally submits to the jurisdiction of the Hong Kong court and the courts of any other country chosen by the Lender.

### **15. Miscellaneous**

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- (a) This Agreement shall be in addition to and shall not in any way affect or discharge or prejudice any other undertakings, this Agreement, right, liens, collateral and/or securities whether now or at any time hereafter held by the Lender whether from the Borrower or any other third party or parties nor vice versa should this Agreement be discharged, prejudiced or affected thereby.
- (b) This Agreement may be executed in counterparts and by different parties on separate counterparts which when taken together shall be deemed to constitute one agreement.
- (c) If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable, in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of such a provision under the laws of other jurisdictions, nor the legality, validity or enforceability of the remaining provisions hereof shall in any way be affected or impaired thereby.
- (d) In this Agreement, clauses headings are inserted for convenience only and shall not affect the construction of the clauses. Where the context so permits or requires, reference to the singular shall include the plural and vice versa and reference to the masculine gender shall include the feminine gender and the neuter gender.
- (e) Time is of the essence to this Agreement.

**KING GAIN LIMITED**

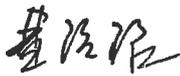
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Tel: 3584 8425

IN WITNESS whereof the parties have caused this Agreement to be duly executed the date and year first above written.

For and on behalf of  
**KING GAIN LIMITED**



\_\_\_\_\_  
*Authorized Signatory*

\_\_\_\_\_  
We, Imperial Pacific International Holdings Limited, the undersigned, hereby accept the offer on the terms and conditions set out in this Agreement.

We hereby confirm that:-

- (i) we have been invited to seek independent legal advice on this Agreement as well as the transactions contemplated hereunder;
- (ii) we have received a summary of this Agreement pursuant to the Money Lenders Ordinance (Cap. 163 of the Laws of Hong Kong) in the prescribed form as set out in Schedule 3 to the Money Lenders Regulations (Cap. 163A of the Laws of Hong Kong);
- (iii) this Agreement has been concluded at the address of the Lender; and
- (iv) the terms of this Agreement and the execution hereof have been duly approved and authorized by our Board of Directors.

For and on behalf of  
**Imperial Pacific International Holdings Limited**



\_\_\_\_\_  
Name: Teng Sio I

Position: Director

Date: 28 December 2017

**KING GAIN LIMITED**

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Rm 1312, 13/F, Lucky Centre, 165-171 Wanchai Road, Wanchai, Hong Kong  
Tel: 3584 8425

Date: 15 November 2017

**Imperial Pacific International Holdings Limited**

Suites 7001, 7002 & 7014-7016  
70/F, Two International Finance Centre,  
No 8 Finance Street,  
Central, Hong Kong

Attn: The Board of Directors

Dear Sirs,

**Re: Loan Facility of up to HK\$40,000,000**

The loan facility of up to Hong Kong Dollars Forty Million (HK\$40,000,000) (the “**Facility**”) shall be granted to Imperial Pacific International Holdings Limited upon and subject to the terms and conditions as set out below in this agreement (this “**Agreement**”):-

**1. Parties**

(a) Lender

King Gain Limited (the “**Lender**”)  
Rm 1312, 13/F, Lucky Centre, 165-171 Wanchai Road, Wanchai, Hong Kong  
Money lender licence number: 1053/2016

(b) Borrower

Imperial Pacific International Holdings Limited (the “**Borrower**”)  
Suites 7001, 7002 & 7014-7016, 70/F, Two International Finance Centre, No 8  
Finance Street, Central, Hong Kong

**2. Term of the Facility**

(a) The Lender shall have an overriding right to terminate or demand repayment of all or any part of the Outstanding Indebtedness at any time at the Lender’s absolute discretion upon written notice given by the Lender to the Borrower.

(b) Subject to Clauses 2(a) and 8(b), the Outstanding Indebtedness shall be fully

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repaid by the Borrower to the Lender on the Business Day falling on six (6) months from the date of drawdown of any amount of the Facility by the Borrower, or such later date as the parties herein may agree in writing (the “**Repayment Date**”).

- (c) The Borrower may only make one drawdown under the Facility.
- (d) In this Agreement, “Business Day” or “Business Days” shall mean any day or days (excluding Saturdays in all events) on which licensed banks in Hong Kong are generally open for business and “Outstanding Indebtedness” shall mean, in relation to any time, the principal of the Facility outstanding, interest and all other amounts from time to time payable by the Borrower pursuant to, without limitation, all costs, charges and expenses (including legal fees) on a full indemnity basis incurred by the Lender in connection with the perfection or preservation of the security created and the preservation, enforcement or exercise or intended or attempted exercise of any right, power or remedy of the Lender under this Agreement and the security created pursuant to this Agreement.

### 3. Purpose of the Facility

The Borrower shall only apply the amounts borrowed by it as general working capital of the Borrower and its subsidiaries (the “**Group**”).

### 4. Conditions Precedent

- (a) The Borrower may not utilize any amount of the Facility under this Agreement unless the Lender has first received from the Borrower, in the form and substance acceptable to the Lender, all of the following:-
  - (i) this Agreement duly executed by the Borrower;
  - (ii) evidence that all authorisations have been obtained and all necessary filings, registrations and other formalities have been or will, as soon as practical, be completed in order to ensure that this Agreement and such other documents in connection therewith are valid, enforceable and legally binding;
  - (iii) satisfactory due diligence results on the Borrower on the sole discretion of the Lender; and
  - (iv) such other documents, evidence and financial and other information in connection with this Agreement and the transactions contemplated herein as the Lender may reasonably request.

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- (b) The Lender will only be obliged to honour a drawdown of any amount of the Facility available if, on the date such drawdown:-
- (i) no Event of Default as stipulated in Clause 8(a) below has occurred or is continuing or would result;
  - (ii) no litigation, arbitration or administrative proceedings of or before any court, arbitral body or agency which, if adversely determined, might have a material adverse effect, are current or pending against the Borrower;
  - (iii) the Lender shall have received such securities or collaterals in the form and substance acceptable to the Lender, with principal value of not less than the sum of the drawing as may be required by the Lender at its absolute discretion; and
  - (iv) there has been no material adverse change which may affect the business or financial conditions of the Group.

**5. Repayment of the amount drawn**

Subject to the Lender's overriding right of repayment on demand, the Borrower shall repay the Outstanding Indebtedness under this Agreement on the Repayment Date.

**6. Interest Rate**

- (a) Interest on the outstanding Facility shall accrue at the rate which is twelve per cent. (12%) per annum. Interest on the outstanding Facility shall be calculated on the actual number of days elapsed from and including the date of drawdown up to but excluding the date that any amount shall be repaid in full on the basis of a 365-day year. The Borrower shall repay accrued interest on the outstanding Facility on the Repayment Date.
- (b) If the Borrower defaults in repayment on Repayment Date of any part of the amount drawn, interest or other amounts payable under this Agreement, the Borrower shall pay additional interest on such overdue sums from the due date until payment in full (before and after judgment, if applicable) at the rate which is twelve per cent. (12%) per annum. Such interest shall be calculated on the basis of a 365-day year and the actual number of days elapsed.
- (c) In the event if the interest charged under this Agreement shall exceed such amount as permitted under the laws, the Lender shall refund such excess amount to the Borrower.

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### 7. Prepayment

The Borrower may prepay to the Lender the whole or any part of the Outstanding Indebtedness under the Facility provided that:

- (a) the Borrower shall have given to the Lender a notice in writing of its intention to make such prepayment, specifying the amount to be prepaid and the date on which prepayment is to be made; and
- (b) the Lender shall have consented in writing to such prepayment (the Lender shall have the unfettered right to give (with or without conditions) or withhold such consent at its sole and absolute discretion); and
- (c) the Borrower shall, on the date of such prepayment, pay to the Lender all accrued interest on the amount so prepaid.

### 8. Event of Default

- (a) There shall be an event of default ("**Event of Default**") if:
  - (i) the Borrower fails to pay or procure repayment of the Outstanding Indebtedness or any part thereof payable by it under this Agreement at the time and in the currency and manner as stipulated hereunder; or
  - (ii) the Borrower commits any breach of or omits to observe any of its obligations, covenants or undertakings under this Agreement; or
  - (iii) any representation, warranty or statement made or deemed to be made or repeated by or in respect of the Borrower in or pursuant to this Agreement, guarantee, assurance, security, notice, certificate, report, statement, legal or other opinion, instrument or document executed or delivered under or pursuant to or referred to or contemplated under this Agreement is or proves to have been untrue or incorrect in any material respect when made or deemed to be made or repeated or would have been untrue or incorrect in any material respect if repeated at any time when any moneys are owing under this Agreement with reference to the facts and circumstances existing at such time; or
  - (iv) any consent, authorisation, licence, approval of or registration with or declaration to any governmental or public body or authority or court required by the Borrower to authorise, or required by the Borrower in connection with, the execution, delivery, legality, validity, priority,

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enforceability, admissibility in evidence or effectiveness of this Agreement or the performance by the Borrower of any of its obligations under this Agreement, is modified in a manner unacceptable to the Lender or is not granted or is revoked or terminated or expires and is not renewed or otherwise ceases to be in full force and effect or the Borrower defaults in the observance or performance of any condition or restriction imposed on, or in connection with, any of the same; or

- (v) any indebtedness of the Group is not paid when due (unless as a result of the exercise of a voluntary right of prepayment) or any guarantee or indemnity given by the Borrower in respect of indebtedness is not honoured when due and called upon; or
- (vi) a creditor or any government authority attaches, arrests, seizes or takes possession of, or a distress, execution, sequestration or other process is levied, executed or enforced upon or sued out against, or an encumbrance becomes enforceable and is enforced in respect of, the whole or any part of the business, undertaking, properties, assets, rights or revenues of, or any share or other ownership interest in, any member of the Group and such attachment, arrest, seizure, possession, distress, execution, sequestration, process or enforcement is not released, lifted, discharged or discontinued, as the case may require, within fourteen (14) days (or such extended time as the Lender may agree in writing upon request); or
- (vii) any member of the Group either suspends payment of its debts or is unable or admits inability to pay its debts as they fall due or begins negotiations with one or more of its creditors with a view to a general or partial reconstruction, readjustment or rescheduling of all or part of its debts or proposes, enters into or makes any compromise, composition, assignment or other arrangement for the benefit of its creditors generally or any class of its creditors or any proceedings are commenced in relation to the Borrower under any law, enactment, regulation or procedure relating to reconstruction, readjustment or rescheduling of debts or for the relief of debtors; or
- (viii) any person takes any action or step or start any legal proceedings for:-
  - (a) any member of the Group to be adjudicated or found insolvent or bankrupt, or
  - (b) the winding-up, liquidation or dissolution of any member of the Group;  
or

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- (c) the appointment of a liquidator, trustee in bankruptcy, receiver, administrator, administrative receiver or similar officer of any member of the Group, or any part of its business, undertaking, properties, assets, rights or revenues; or
- (ix) any member of the Group changes or threatens to change the nature or scope of its business or suspends or ceases or threatens to suspend or cease to carry on its business or, in the Lender's absolute opinion, a material part thereof; or
- (x) the whole or, in the Lender's absolute opinion, a material part of the business, management, undertaking, properties, assets, rights or revenues of the Group or any other shares or other ownership interest of the Group is seized, nationalised, expropriated, compulsorily acquired, taken over, confiscated, forfeited, requisitioned or sequestered or is sold, transferred or otherwise disposed of by or under the authority of any government or governmental body or agency; or
- (xi) any provision of any security pursuant to or contemplated under this Agreement, at any time and for any reason becomes invalid or unenforceable or otherwise ceases to remain in full force and effect or the validity or enforceability of which is at any time and for any reason contested by the Borrower; or
- (xii) the Borrower denies that it has any, or any further, liability under any security pursuant to or contemplated under this Agreement, or it becomes unlawful or, in the Lender's absolute opinion, impossible or impracticable at any time and for any reason for the Borrower to perform any of its obligations hereunder or otherwise to comply with any of the terms of this Agreement or any security pursuant to or contemplated under this Agreement, or for the Lender to exercise or enforce any right, power or remedy under this Agreement or any security pursuant to or contemplated under this Agreement; or
- (xiii) the Borrower repudiates, or does or causes or permits to be done any act or thing evidencing an intention to repudiate this Agreement or any security pursuant to or contemplated under this Agreement; or
- (xiv) there occurs, in the Lender's absolute opinion, a material adverse change in the financial condition of the Group; or

**KING GAIN LIMITED**

**勤益有限公司**

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Tel: 3584 8425

- (xv) any member of the Group makes any substantial financial or other commitment other than on arm's-length terms for full value in its ordinary and normal course of business; or
  - (xvi) failure by the Borrower to deliver to the satisfaction of the Lender any document required by the Lender under this Agreement within 14 days from the date hereof; or
  - (xvii) any amount of the Facility is not used by the Borrower solely for the purpose set forth in Clause 3; or
  - (xviii) the shares of the Borrower are suspended for whatever cause from trading on The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**") for more than fourteen (14) consecutive trading days, the Borrower is placed under any stage of delisting by the Stock Exchange or the shares of the Borrower are delisted by the Stock Exchange; or
  - (xix) any other event occurs or circumstance arises which, in the Lender's absolute opinion, is likely to materially and adversely affect the ability of the Borrower to perform any of its obligations or otherwise to comply with any of the terms of this Agreement or any security pursuant to or contemplated under this Agreement.
- (b) The Lender may, without prejudice to any of its other rights or any power or remedy available to it, promptly after the happening of any Event of Default by notice to the Borrower to:-
- (i) cancel the whole or any part of the Facility;
  - (ii) declare that all or part of the Outstanding Indebtedness and all other amounts accrued or outstanding under this Agreement are immediately due and payable, whereupon they shall become immediately due and payable;
  - (iii) exercise any or all of its rights and remedies under this Agreement and/or any security pursuant to or contemplated under this Agreement; and/or
  - (iv) exercise any or all of the other remedies which may be available to the Lender in law or equity.
- Notwithstanding the foregoing, upon the occurrence of the Event of Default described in Clause 8(a), the Lender shall have the right to exercise any of the foregoing without notice to the Borrower.
- (c) The Lender's determination as to whether or not any Event of Default has

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occurred shall be conclusive and binding on the Borrower.

**9. Indemnities**

- (a) The Borrower shall forthwith on demand indemnify the Lender, without prejudice to any of the Lender's other rights under this Agreement or any security created pursuant to this Agreement, against any loss or expense (including legal expenses on indemnity basis) which the Lender shall certify as sustained or incurred by it as a consequence of:-
- (i) any default in payment by the Borrower of any sum payable by it under this Agreement at the time and in the currency and manner stipulated in this Agreement;
  - (ii) the occurrence of any Event of Default; or
  - (iii) any amount of the Facility not being advanced for any reason (excluding any default by the Lender), including, in any such case, but not limited to, any loss or expense sustained or incurred in maintaining or funding the Facility or any part thereof or in liquidating or re-employing deposits from third parties acquired to effect or maintain the Facility or any part thereof.

**10. Conclusive Statement of Account**

A certificate by any one of the officers of the Lender as to the amount due and payable by the Borrower to the Lender at any time hereunder, save for manifest error on the part of the Lender, shall be binding on the Borrower and conclusive evidence thereof.

**11. Assignment**

- (a) This Agreement shall ensure to the benefit of parties to this Agreement and their respective successors, assignees and transferees.
- (b) The Borrower may not assign any of its rights or obligations under this Agreement.
- (c) The Lender may at any time without the consent of or notice of the Borrower assign its rights and benefits hereunder or any part thereof to any one or more persons on such terms and conditions as it may deem fit. The assignee lender(s) shall have the same rights and benefits and/or obligations against the Borrower under this Agreement as if it/they were an original party thereto in respect of the rights and benefits and/or obligations assigned to it/them.

## KING GAIN LIMITED

### 勤益有限公司

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- (d) The Lender may disclose to a potential assignee or any other person proposing to enter into contractual arrangement with the Lender in relation to the security documents or the outstanding amount such information of the Borrower as the Lender thinks fit.

#### **12. Waiver**

No delay or omission on the part of the Lender in exercising any right, power, privilege or remedy available to the Lender shall impair such right, power, privilege or remedy, or be construed as a waiver of it, not shall any single or partial exercise of any such right, power, privilege or remedy preclude any further exercise of it or the exercise of any right, power, privilege or remedy. The right, power, privilege or remedies provided in the security documents are cumulative and not exclusive of any rights, power, privilege or remedy provided by law.

#### **13. Notice**

Unless otherwise specified herein, all notices, requests, demands or other communications to or upon the parties shall be deemed to have been given:

- (a) in the case of notice by telex or facsimile, when sent;
- (b) in the case of notice given by cable, twenty-four (24) hours after delivery to the cable company; and
- (c) in the case of notice by letter, twenty-four (24) hours after posting of the letter by prepaid registered local post or seven (7) days after posting of the letter by prepaid registered airmail post, in each case addressed to the parties or their respective process agents at their respective addresses as above stated.

#### **14. Law and Jurisdiction**

This Agreement shall be governed by the laws of Hong Kong and the Borrower irrevocably agrees that any legal action or proceedings in connection with this Agreement may be brought to the Hong Kong courts or in the courts of any other country chosen by the Lender, each of which shall have jurisdiction to settle any disputes arising out of, or in connection with, this Agreement. The Borrower irrevocably and unconditionally submits to the jurisdiction of the Hong Kong court and the courts of any other country chosen by the Lender.

#### **15. Miscellaneous**

KING GAIN LIMITED

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Rm 1312, 13/F, Lucky Centre, 165-171 Wanchai Road, Wanchai, Hong Kong  
Tel: 3584 8425

- (a) This Agreement shall be in addition to and shall not in any way affect or discharge or prejudice any other undertakings, this Agreement, right, liens, collateral and/or securities whether now or at any time hereafter held by the Lender whether from the Borrower or any other third party or parties nor vice versa should this Agreement be discharged, prejudiced or affected thereby.
- (b) This Agreement may be executed in counterparts and by different parties on separate counterparts which when taken together shall be deemed to constitute one agreement.
- (c) If, at any time, any provision hereof is or becomes illegal, invalid or unenforceable, in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of such a provision under the laws of other jurisdictions, nor the legality, validity or enforceability of the remaining provisions hereof shall in any way be affected or impaired thereby.
- (d) In this Agreement, clauses headings are inserted for convenience only and shall not affect the construction of the clauses. Where the context so permits or requires, reference to the singular shall include the plural and vice versa and reference to the masculine gender shall include the feminine gender and the neuter gender.
- (e) Time is of the essence to this Agreement.

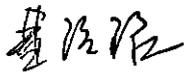
**KING GAIN LIMITED**

勤益有限公司

Rm 1312, 13/F, Lucky Centre, 165-171 Wanchai Road, Wanchai, Hong Kong  
Tel: 3584 8425

IN WITNESS whereof the parties have caused this Agreement to be duly executed the date and year first above written.

For and on behalf of  
**KING GAIN LIMITED**



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*Authorized Signatory*

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We, Imperial Pacific International Holdings Limited, the undersigned, hereby accept the offer on the terms and conditions set out in this Agreement.

We hereby confirm that:-

- (i) we have been invited to seek independent legal advice on this Agreement as well as the transactions contemplated hereunder;
- (ii) we have received a summary of this Agreement pursuant to the Money Lenders Ordinance (Cap. 163 of the Laws of Hong Kong) in the prescribed form as set out in Schedule 3 to the Money Lenders Regulations (Cap. 163A of the Laws of Hong Kong);
- (iii) this Agreement has been concluded at the address of the Lender; and
- (iv) the terms of this Agreement and the execution hereof have been duly approved and authorized by our Board of Directors.

For and on behalf of  
**Imperial Pacific International Holdings Limited**



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Name: CAI Lingli  
Position: Director

Date: 15 November 2017



**大眾銀行 (香港)**  
**PUBLIC BANK (HONG KONG)**  
 (馬來西亞大眾銀行附屬公司 A subsidiary of Public Bank Berhad, Malaysia)

**TELEGRAPHIC TRANSFER APPLICATION FORM**

**電匯申請書**

Subject to the conditions printed overleaf 將依據背面所列條件處理  
 Please complete in BLOCK letters 請用正楷填寫

Ref. 諮詢編號 OTT17041065	Branch 分行 0714
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Beneficiary Bank 收款銀行 The Bank of Saipan	Date 日期 15 NOV 2017	
Beneficiary Bank Address 收款銀行地址 PO Box 500640, Saipan MP 96950, USA Routing No: 1214 03078	Currency 貨幣 USD	
Beneficiary Name 收款人 Imperial Pacific International (CNMI), LLC	Amount 金額 5,122,300.00	
Beneficiary Address 收款人地址	For Bank Use Only 此欄由銀行填寫	
Account No. 戶號 215-002623		Rate @ 匯價 7.80900
By Order of 匯款人 King Gain Limited		Commission 佣金 HKD 70.00
Message 附言		Cable Charge 電報費 HKD 250.00
		Other Charges 其他費用 ---
	Total 合計 HKD 40,000,360.70	

Payment of above 有關上述電匯之一切費用

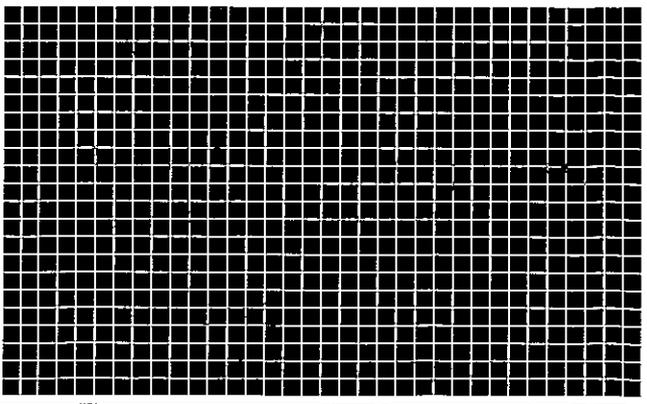
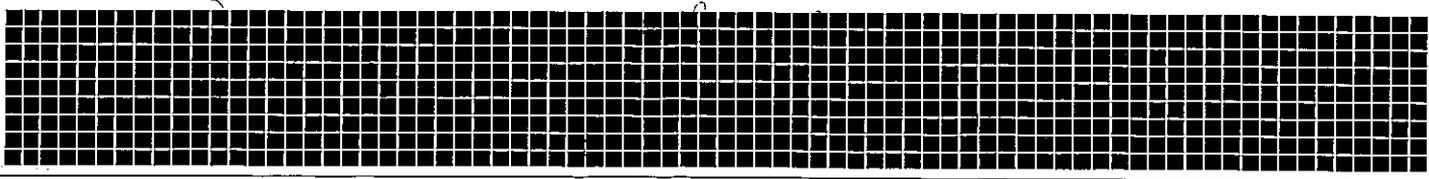
- A.  Please debit my/our account no. 0725-239328-031 with your bank  
 請支帳賬，賬戶號碼
- By cheque no. \_\_\_\_\_ Drawn on \_\_\_\_\_  
 附上支票號碼 付款銀行  
 (Subject to final collection 收妥作實)
- By cash 現金支付
- Others 其他

- B.  Local charge to be borne by \*applicant/beneficiary  
 本地銀行費用由\*申請人/收款人支付
- C.  Correspondent charge to be borne by \*applicant/beneficiary  
 代理銀行費用由\*申請人/收款人支付

N.B.: \*Delete whichever inapplicable  
 請將不適用者刪除

15NOV2017 0714 00225 13:28 T714J S714G 15NOV2017 0725-239328-031 KING GAIN LIMITED

AT	*1.00000	HKD	*40,000,360.70DR
AT	*7.80900	USD	*5,122,300.00



Remit Through 經匯銀行

For Public Bank (Hong Kong) Limited

*[Signature]*

Authorized Signature (s) 銀行授權職員簽署





**大眾銀行(香港)**  
**PUBLIC BANK (HONG KONG)**  
 (馬來西亞大眾銀行附屬公司 A subsidiary of Public Bank Berhad, Malaysia)

**TELEGRAPHIC TRANSFER APPLICATION FORM**  
**電匯申請書**

Subject to the conditions printed overleaf 請向隨單背面列條件垂詢  
 Please complete in BLOCK letters 請用正楷填寫

Ref. 匯款編號 OTT17047630	Branch 分行 0714
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Date 日期 29 DEC 2017

Currency 貨幣 USD

Amount 金額 12,000,000

Beneficiary Bank 收款銀行  
 BANK OF SAIPAN  
 Beneficiary Bank Address 收款銀行地址  
 PO BOX 500000, SAIPAN MP 96100  
 BARR ROUTING NO. 1214 01078

Beneficiary Name 收款人  
 INTERPAK PACIFIC INTERNATIONAL (CMA), LLC  
 Beneficiary Address 收款人地址

Account No. 戶號 215002023

By Order of 匯款人 KING GAIN LIMITED

Rate 匯率 7821 T.M.T. 92100	
Commission 佣金 HKD 70.00	
Cable Charge 電匯費 HKD 250.00	
Other Charges 其他費用 ---	
Total 合計 HKD 93,852,320.00	

Message 附言  
 幕後部

Payment of value 有關上述匯款之一切費用

A.  Please debit paying account no. 0725-234328-233 with your bank 請由付款人戶口扣款

B.  Local charge to be borne by \*applicant/beneficiary 本地銀行費用由\*申請人/收款人支付

C.  Correspondent charge to be borne by \*applicant/beneficiary 代理銀行費用由\*申請人/收款人支付

N.B. \*Debtor whichever is applicable 請將不適用者劃掉

29DEC2017 0714 00094 10-02 77141 57144 29DEC2017 0725-234328-031 KING GAIN LIMITED  
 AT \*1.00000 HKD \*93,852,320.0004  
 AT \*7.82100 USD \*12,000,000.00



Drawn Through 匯票銀行

Public Bank (Hong Kong) Limited

Authorized Signatory (s) 銀行授權職員簽名

FedPayments Manager<sup>SM</sup> -- Funds

Delivered to FPM: 02/13/2018 08:00:47 Test/Prod: Prod  
 IMAD: 20180213 B1QGC01C 002132 02130800  
 OMAD: 20180213 QMGFNP66 000211 02130800

BASIC INFORMATION

Sender ABA {3100}: 021000021 JPMORGAN CHASE  
 Receiver ABA {3400}: 121403078 BANK OF SAIPAN  
 Amount {2000}: 4,000,000.00  
 Type/Subtype Code {1510}: 1000 - Transfer of Funds  
 Business Function {3600}: CTR - Customer Transfer  
 Sender Reference {3320}: 3698300044HQ  
 Reference for Beneficiary {4320}: SWF OF 18/02/13

ORIGINATOR INFORMATION

Originator {5000}  
 ID Code: D - DDA Account Number  
 Identifier: 0725239328031  
 Name: KING GAIN LIMITED  
 Address: RM 1312 13/F LUCKY CENTRE 165-171  
 WANCHAI ROAD WANCHAI HONG KONG

Originator FI {5100}

ID Code: B - SWIFT Bank Identifier Code  
 Identifier: CBHKKH3H

BENEFICIARY INFORMATION

Beneficiary {4200}  
 ID Code: D - DDA Account Number  
 Identifier: 0215002023  
 Name: IMPERIAL PACIFIC INTERNATIONAL  
 Address: (CNMI) LLC

*02/14/18*

*[Handwritten signature]*

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**CERTIFICATE OF SERVICE**

I hereby certify that on March 9, 2026, I caused the forgoing document to be filed with the Clerk of Court for the United States District Court for the Northern Mariana Islands, Bankruptcy Division, using the CM/ECF System. A true and correct copy of the said pleading has been served on all counsel of record via the Court's CM/ECF System.

Executed this 9th day of March, 2026.

/s/ Christopher K.S. Wong  
Christopher K.S. Wong