

# TARGET

## Intelligence Report

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T U E S D A Y

May 28, 2024

**VITAL INNOVATIONS HOLDINGS LTD:  
A HONGKONG- MONEY LENDER DEMANDS  
\$HK215 MILLION FROM MS RONG XIU LI**

Yardley Finance Ltd (溢利財務有限公司), a licensed money lender, having an operation in the Hongkong Special Administrative Region (HKSAR) of The People's Republic of China (PRC), in accordance of the Money Lenders Ordinance (Chapter 163 of the Laws of the HKSAR), has lodged a Writ of Summons in The High Court of the HKSAR, Court of First Instance, Action Number 890 of 2024, in a bid to obtain the sum of \$HK215 million.

Yardley Finance Ltd (the Plaintiff) is claiming the sum of not less than \$HK215 million from Ms Rong Xiu Li (榮秀麗) (the lone Defendant), aged 59 years, the Chairperson and Executive Director of Vital Innovations Holdings Ltd (維太創科控股有限公司).

Vital Innovations Holdings Ltd is a publicly listed company whose entire Issued and Fully Paid-Up Capital is listed on the Main Board of The Stock Exchange of Hongkong Ltd, being Stock Code, Number 6133.

According to the Writ of Summons, a Statement of Claim, attached, the lone Defendant is said to have an office/domicile at:

Unit 1506, 15<sup>th</sup> Floor,  
Tai Tung Building,  
Number Eight, Fleming Road,  
Wanchai,  
The HKSAR.

The Writ of Summons, lodged by the Plaintiff, is 10 pages long, with two pages of annexes, hereby a verbatim copy of the entirety of the Statement of Claim is presented:

**A. THE PLAINTIFF**

- 1. The Plaintiff was a licensed money lender within the meaning of the Money Lenders Ordinance (Cap. 163) (license no. 2002/2018) at the time of making of the First Loan Agreement (as defined below) and the Second Loan Agreement (as defined below).*

**B. THE FIRST LOAN AGREEMENT**

- ‘2. By an agreement dated 12 August 2019 executed by the Plaintiff and the Defendant (the “**First Loan Agreement**”), the Defendant agreed to take out a loan from the Plaintiff subject to the covenants as set out therein (the “**First Loan**”).
- ‘3. The First Loan Agreement was signed by the Defendant as the borrower personally, and executed by Mr. Leung Tak Shing Raymond (梁德成) on behalf of the Plaintiff.
- ‘4. A copy of the First Loan Agreement was given to the Defendant at the time of the signing.
- ‘5. The First Loan was advanced by way of set-off to an existing loan, which was treated as fully repaid immediately after advancement.
- ‘6. On the same day as the First Loan Agreement, the Defendant executed a share pledge in favour of the Plaintiff (the “**First Security**”). By the First Security, the Defendant agreed to pledge her 52,856,000 shares in Vital Innovations Holdings Limited (formerly known as Vital Mobile Holdings Limited [維太移動控股有限公司]) (“**Vital Inno**”), a company listed on the Main Board of the Hong Kong Stock Exchange, to secure the Defendant’s repayment of the sums due under the First Loan Agreement.
- ‘7. In compliance with the Rules of the High Court (Cap. 4A) (“**RHC**”) O. 83A r. 3, the Plaintiff sets out the required particulars of the First Loan Agreement as follows.

**PARTICULARS OF THE FIRST LOAN AGREEMENT**  
**UNDER RHC O. 83A r. 3**

(Unless otherwise stated, references to Clauses hereinbelow are references to the corresponding clauses in the First Loan Agreement)

|     |   |                |  |
|-----|---|----------------|--|
| (1) | the date on which the First Loan was made       | O. 83A r. 3(a) | The First Loan was advanced to the Defendant on 12 August 2019 by way of set off to an existing loan.              |
| (2) | the amount actually lent to the Defendant       | O. 83A r. 3(b) | The amount actually lent by the Plaintiff to the Defendant, pursuant to Clause 2, was HK\$21,000,000.              |
| (3) | the rate per cent per annum of interest charged | O. 83A r. 3(c) | The interest charged was 7% per annum, calculated on simple interest, in accordance with Clauses 1.1, 7.1 and 7.2. |

|     |  |                       |   |
|-----|--|-----------------------|---|
|     |  |                       |   |
| (4) | <i>the date when the contract for repayment was made</i>               | <i>O. 83A r. 3(d)</i> | <i>The First Loan Agreement was entered into on 12 August 2019.</i>   |
| (5) | <i>the amount repaid</i>   | <i>O. 83A r. 3(g)</i> | <i>Nil for principal.</i><br><br><i>Interest from the loan drawdown date to the loan maturity date in the sum of HK\$571,890.41 has been fully repaid.</i>  |
| (6) | <i>the amount due but unpaid</i>                                       | <i>O. 83A r. 3(h)</i> | <i>The Defendant has, in breach of the First Loan Agreement, failed to repay the First Loan in total (in the sum of HK\$21,000,000) plus interest. The full amount remains outstanding as of the date of issuance of this Statement of Claim.</i>   |
| (7) | <i>the date upon which such unpaid sum or sums became due</i>          | <i>O. 83A r. 3(i)</i> | <i>In accordance with Clauses 1.1 and 8.1, the First Loan became due on 31 December 2019.</i>   |
| (8) | <i>the amount of interest accrued due and unpaid on every such sum</i> | <i>O. 83A r. 3(j)</i> | <i>Pursuant to Clause 7.4, if the Defendant fails to repay the First Loan on the stipulated repayment date (i.e. 31 December 2019), an interest rate of 21% per annum would be charged on the amounts due. The Plaintiff will only claim a 14% interest rate.</i><br><br><i>The Defendant has failed to pay any of the said interest accrued on the First Loan which remains outstanding.</i> |

- ‘8. *Full particulars of the outstanding sums under the First Loan Agreement can be found at **Annex 1** hereto. The Plaintiff will further rely on the entirety of the First Loan Agreement for its full force and effect at trial.*

- ‘9. *Despite the expiry of the First Loan Agreement, the Defendant has failed to repay the First Loan. In the circumstances, the Plaintiff is entitled to claim and hereby claims from the Defendant the sum of HK\$21,000,000. In addition, the Plaintiff is prima facie entitled to interest at the rate of 21% per annum until the date of repayment. However, pursuant to section 22 of the Money Lenders Ordinance, the Plaintiff will only claim 14% (7%+7%) as default interest.*
- ‘10. *Further or alternatively, in breach of the First Loan Agreement, the Plaintiff has suffered loss and damages as pleaded in paragraph 9 above. The Defendant is liable to compensate the Plaintiff for all such losses.*

‘C. **THE SECOND LOAN AGREEMENT**

- ‘11. *By a second agreement dated 12 August 2019 executed by the Plaintiff and the Defendant (the “**Second Loan Agreement**”), the Defendant agreed to ... [CLICK TO ORDER FULL ARTICLE](#)*

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