金杜律师事务所
KING&WOOD

Execution Version

Share Charge

Dated 26 May 2026

HONG KONG WEIYE SOFTWARE CO., LIMITED
香港偉業軟件股份有限公司 (as **Chargor**)
in favour of
SHANGHAI PUDONG DEVELOPMENT BANK CO., LTD., ACTING THROUGH ITS HONG KONG BRANCH (as **Chargee**)

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THIS DEED OF SHARE CHARGE is made on 26 May 2026

BY

(1) **HONG KONG WEIYE SOFTWARE CO., LIMITED 香港偉業軟件股份有限公司**, a private company with limited liability incorporated under the laws of Hong Kong with business registration number of 79796604, as chargor (the "**Chargor**");

in favour of

(2) **SHANGHAI PUDONG DEVELOPMENT BANK CO., LTD., ACTING THROUGH ITS HONG KONG BRANCH**, a financial institution incorporated under the laws of the People's Republic of China with limited liability, as chargee (the "**Chargee**", which expression shall include its successors, assigns and transferees).

NOW THIS DEED WITNESSES as follows:

1 Definitions and Interpretation

1.1 Definitions

Unless otherwise defined in this Deed or unless the context otherwise requires, terms and expressions defined in or construed for the purposes of the Facility Agreement (as defined below) shall bear the same meanings when used herein. In addition:

"**CCASS**" means the Central Clearing and Settlement System operated by Hong Kong Securities Clearing Co. Ltd.

"**CCASS Participant**" has the meaning given to the term "Participant" under the General Rules of CCASS.

"**Company**" means SG Group Holdings Limited 樺欣控股有限公司, a company incorporated in the Cayman Islands with limited liability and the shares of which are listed on the Main Board of the Stock Exchange with stock code 1657 as at the date of this Deed.

"**CPO**" means the Conveyancing and Property Ordinance (Cap. 219 of the Laws of Hong Kong).

"**Custodian**" means the Chargee.

"**Facility Agreement**" means the facility agreement relating to the HK$198,207,930 term loan facility dated 26 May 2026 made between the Chargor as borrower and the Chargee as lender (as the same may be amended, supplemented or otherwise modified from time to time).

"**Receiver**" means a receiver or receiver and manager or an administrative receiver of the whole or any part of the Secured Assets pursuant to this Deed and that term will include any appointee under a joint and/or several appointment.

"**Related Rights**" means, in relation to any Secured Asset:

(a) the proceeds of sale of any part of that Secured Asset;

(b) all rights under any licence, agreement for sale, lease or other disposal in respect of that Secured Asset;

(c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities and/or covenants for title in respect of that Secured Asset;

(d) any moneys and proceeds paid or payable in respect of that Secured Asset;

(e) all dividends, distributions, interest and monies payable in respect of that Secured Asset and any rights, assets, shares and/or securities deriving therefrom or accruing thereto whether by way of redemption, bonus, preference, option, substitution, conversion, compensation or otherwise; and/or

(f) any rights (whether contractual or otherwise) against any custodian or clearing system in respect of that Secured Asset, including any rights that the Chargor may have to require delivery to it (or to its order) of any such Secured Asset and to give instructions with respect to any such Secured Asset,

(in each case) from time to time.

"**Secured Assets**" means the assets, property and/or undertaking of the Chargor which from time to time are the subject of the Security created or expressed to be created in favour of the Chargee by or pursuant to this Deed.

"**Secured Obligations**" means all present and future obligations and liabilities at any time and from time to time due, owing or incurred by any or all of the Obligors to or for the account of any Secured Party under or in connection with the Finance Documents, whether actual or contingent, whether originally incurred by any of the Obligors or by any other person and whether incurred solely or jointly and as principal or surety or in any other capacity, including any liability in respect of any further advances or financial accommodation made under the Finance Documents.

These include money (including as a result of a breach or default) by way of principal, interest, fees, costs, indemnities, guarantees, charges, duties, expenses, liquidated or unliquidated damages, and any amount paid or advanced by the Chargee under or in connection with the Finance Documents.

"**Secured Parties**" means the Chargee and any Receiver or Delegate, and each a "**Secured Party**".

"**Securities Account**" means the securities account opened in the name of the Chargor with the Chargee as custodian with account numbers 448238A and 2888-012-448238-1 (including any securities and cash sub-accounts thereunder), and any re-designation, renewal or replacement thereof, all securities and monies standing to the credit thereof from time to time, all debts represented thereby from time to time, and all proceeds of any or all of the foregoing from time to time.

"**Shares**" means:

(a) the shares in the share capital of the Company specified in Schedule 1 (*Particulars of Shares*); and

(b) any other shares in the share capital of the Company beneficially owned by the Chargor which may be held or deposited in the Securities Account from time to time.

1.2 Construction

In this Deed:

(a) the rules of construction set out in clauses 1.2 (*Construction*) and 1.3 (*Currency symbols and definitions*) of the Facility Agreement shall apply to this Deed *mutatis mutandis*;

(b) any reference to the "Chargor", the "Company", any "Obligor", the "Chargee" or any "**Secured Party**" shall be construed so as to include its or their successors in title, permitted assigns and permitted transferees to, or of, its or their rights and/or obligations under this Deed;

(c) any reference to the Facility Agreement or any other agreement or instrument is a reference to the Facility Agreement or that other agreement or instrument as amended, novated, supplemented, extended (whether of maturity or otherwise), replaced or restated (in each case however fundamental and of whatsoever nature, and whether or not more onerous) from time to time; and

(d) save where the context otherwise requires, references in this Deed to any Clause or Schedule shall be to a clause or schedule contained in this Deed.

1.3 Third party rights

(a) Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed has no right under the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong) to enforce or to enjoy the benefit of any term of this Deed.

(b) Notwithstanding any term of this Deed, the consent of any person who is not a party to this Deed is not required to rescind or vary this Deed at any time.

(c) Any Receiver or delegate appointed by the Chargee or any Receiver pursuant to this Deed, may, subject to this Clause 1.3 (*Third party rights*) and the Contracts (Rights of Third Parties) Ordinance (Cap. 623 of the Laws of Hong Kong), rely on any Clause which expressly confers rights on it.

2 Payment of Secured Obligations

2.1 Covenant to pay

The Chargor hereby covenants with the Chargee that it shall on demand of the Chargee pay and discharge all of the Secured Obligations when due in the manner provided for in the Finance Documents.

2.2 Interest on demand

If the Chargor fails to pay any sum under Clause 2.1 (*Covenant to pay*) when due for payment, the Chargor shall pay interest on such sum (before and after any judgment and to the extent interest at a default rate is not otherwise being paid on such sum) from the date of demand until the date of payment of such sum in full by the Chargor, calculated on a daily basis at the rate determined in accordance with the provisions of clause 8.3 (*Default Interest*) of the Facility Agreement as if it were an Unpaid Sum thereunder.

3 Creation of Security

3.1 Fixed charge

The Chargor hereby charges as beneficial owner in favour of the Chargee, as security for the payment and discharge of the Secured Obligations, by way of first fixed charge, all the Chargor's right, title and interest from time to time in and to (a) the Shares in the Securities Account, (b) the Securities Account and (c) all Related Rights in relation to the foregoing.

3.2 Floating charge

(a) To the extent not validly and effectively charged under Clause 3.1 (*Fixed charge*), the Chargor hereby charges as beneficial owner in favour of the Chargee, as security for the payment and discharge of the Secured Obligations, by way of first floating charge, all the Chargor's right, title and interest from time to time in and to the Securities Account and all Related Rights in relation thereto.

(b) The Chargee may at any time by notice in writing to the Chargor convert any floating charge created under this Deed with immediate effect into a fixed charge as regards any property or assets specified in the notice if:

(i) an Event of Default has occurred and is continuing;

(ii) the Chargee considers that any of the Secured Assets may be in jeopardy or in danger of being seized or sold pursuant to any form of legal process; or

(iii) the Chargee considers that it is desirable in order to protect the priority of the Security constituted by this Deed.

(c) Notwithstanding Clause 3.2(b) above and without prejudice to any law which may have a similar effect, any floating charge created by this Deed will automatically be converted (without notice) with immediate effect into a fixed charge as regards all the assets subject to the floating charge if:

(i) the Chargor creates or attempts to create any Security (other than Security which is permitted under this Deed or any other Finance Document), over any of the Secured Assets;

(ii) any person levies or attempts to levy any distress, execution or other process against any of the Secured Assets;

(iii) a petition is presented for the compulsory winding-up of the Chargor;

(iv) a meeting is convened for the passing of a resolution for the voluntary winding-up of the Chargor;

(v) an application is presented or made for a warrant of execution, writ of *fieri facias*, garnishee order or charging order in respect of any of the assets of the Chargor;

(vi) a resolution is passed or an order is made for the winding-up, dissolution, administration or re-organisation of the Chargor; or

(vii) any event occurs under the laws of any jurisdiction having a similar or analogous effect to any of those events referred to in Clauses 3.2(c)(i) to (vi) above.

4 Perfection of Security

4.1 Registration of security

The Chargor shall procure that a certified copy of this Deed shall be duly submitted for registration with the Hong Kong Companies Registry forthwith upon execution hereof (and in any event within one month of the date of execution hereof).

4.2 Delivery of documents

The Chargor shall:

(a) deposit with the Chargee (or procure the deposit with the Chargee of) the following in respect of the Shares specified in Schedule 1 (*Particulars of Shares*):

(i) (in relation to all such Shares which are certificated Shares) all certificates or other documents of title to such Shares;

(ii) undated share transfer forms in respect of such Shares, executed in blank by or on behalf of the Chargor substantially in the form set out in Schedule 3 (*Form of Share Transfer*); and

(iii) an acknowledgment from each person (if any) holding any of such Shares as its nominee, substantially the form set out in Schedule 4 (*Form of Acknowledgment from Nominee*);

(b) in respect of any shares becoming the Shares, unless otherwise provided pursuant to Clause 4.2(a), promptly, and in any event within five (5) Business Days after such Shares becoming subject to Security hereunder and/or the accrual, issue or coming into existence of any stocks, shares, warrants or other securities in respect of or derived from any Shares or Related Rights, notify the Chargee of that occurrence and procure the delivery to the Chargee of:

(i) (in relation to all such Shares which are certificated Shares) all certificates and other documents of title representing such items;

(ii) undated share transfer forms or, as the case may be, other appropriate instruments of transfer in respect of such items executed in blank by or on behalf of the Chargor, substantially in the form set out in Schedule 3 (*Form of Share Transfer*) (if applicable) or in such other form as the Chargee shall request acting reasonably; and

(iii) an acknowledgment from each person (if any) holding such items as its nominee, substantially in the form set out in Schedule 4 (*Form of Acknowledgment from Nominee*) (if applicable) or in such other form as the Chargee shall request acting reasonably,

(except such documents that have already been delivered pursuant to this Clause 4.2);

(c) procure that, where any nominee holding any Shares or Related Rights ceases to be or act as such, the successor nominee (or, if more than one, each successor nominee) shall forthwith execute and deliver to the Chargee an acknowledgment in respect of such Shares or Related Rights in substantially the form set out in Schedule 4 (*Form of Acknowledgment from Nominee*) or in such other form as the Chargee may reasonably request;

(d) subject to Clause 8.1(b), promptly notify the Chargee if any Secured Assets that are in the form of scripless securities held or deposited in the Securities Account are re-certificated or re-materialised and, at its own cost:

(i) promptly deliver all certificates and other documents of title representing those re-certificated or re-materialised securities;

(ii) promptly execute and deliver to the Chargee all share transfer forms or, as the case may be, other appropriate instruments of transfer and other documents that the Chargee may reasonably require to enable the Chargee or its nominee(s) to be registered as the owner or otherwise obtain a legal title to those re-certificated or re-materialised securities; and

(iii) do all such acts and/or execute all such documents as the Chargee or any Receiver may reasonably require to create, perfect or protect the Security created or intended to be created in respect of those re-certificated or re-materialised securities by or pursuant to this Deed.

4.3 Notice to custodian

In respect of the Securities Account, the Chargor shall deliver to the Chargee (or procure the delivery to the Chargee of):

(a) a notice to the Custodian substantially in the form set out in Schedule 2 (*Form of Notice to Custodian*) duly executed by and on behalf of the Chargor;

(b) an acknowledgment to such notice to the Custodian, duly executed by or on behalf of the Custodian, in the form of the acknowledgment attached to such notice; and

(c) (where the Custodian is not a CCASS Participant) a notice to the Custodian substantially in the form set out in Schedule 2 (*Form of Notice to Custodian*) duly executed by and on behalf of the Chargor (with such modifications as the Chargee may require, acting reasonably) to each intermediary or other person with which any account is held in or maintained (to which account any of the Secured Assets is attributed or in which account any of the Secured Assets is held at any time).

4.4 Further advances

Subject to the terms of the Facility Agreement, the Chargee is under an obligation to make further advances to the Chargor in accordance with the provisions of the Facility Agreement and that obligation will be deemed to be incorporated into this Deed as if set out in this Deed.

5 Further Assurance

5.1 Further assurance

The Chargor shall promptly, at its own cost, do all such acts and/or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Chargee may reasonably specify (and in such form as the Chargee may reasonably require in favour of the Chargee or its nominee(s)):

(a) to perfect the Security created or intended to be created in respect of the Secured Assets (which may include the execution by the Chargor of a mortgage, charge or assignment over all or any of the assets constituting, or intended to constitute, any part of the Secured Assets) or for the exercise of any rights, powers and remedies of the Chargee or any Receiver provided by or pursuant to this Deed or by law; and/or

(b) to facilitate the realisation of the Secured Assets.

5.2 Necessary action

The Chargor shall from time to time take all such action (whether or not requested to do so by the Chargee) as is or shall be available to it (including obtaining and/or effecting all Authorisations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Chargee by or pursuant to this Deed.

5.3 Information

The Chargor shall promptly deliver to the Chargee all information that is available to it and that is required in order for the Chargee to comply with any applicable laws or regulations in respect of any Secured Assets (including section 329 of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong)), or any similar provision in any articles of association or constitutional documents relating to any Secured Assets.

6 Restrictions on Dealings

6.1 Negative pledge

The Chargor undertakes that it shall not, at any time during the subsistence of this Deed, create or permit to subsist any Security over all or any part of the Secured Assets, except for the Security constituted by this Deed.

6.2 No disposal

The Chargor undertakes that, during the subsistence of this Deed, it shall not, and shall not agree to, enter into a single transaction or a series of transactions (whether related or not) and whether voluntary or involuntary to sell, assign, transfer or otherwise dispose of any Secured Assets, except pursuant to this Deed.

6.3 Transfer of Shares to Securities Account

(a) The Chargor undertakes that any Acquired Shares (SPA) or any Offer Shares acquired by it pursuant to the Acquisition shall be deposited into the Securities Account from time to time within 60 Business Days after the acquisition of such Shares and made subject to the Security constituted by this Deed.

(b) Without prejudice to paragraph (a) above, the Chargor shall ensure all Acquired Shares (SPA) and all Offer Shares acquired by it pursuant to the Acquisition shall be subject to the Security constituted by this Deed within 60 Business Days after the Offer Closing.

7 Dividends, Voting and Other Matters

7.1 Dividends

(a) Subject to the provisions of the Facility Agreement (including without limitation paragraph (b)(iii)A. of clause 19.22 (*Bank accounts*) of the

Facility Agreement requiring dividends received by the Chargor from the Company to be promptly deposited into the Controlled Account for application for mandatory prepayment pursuant to clause 7.3 (*Partial Mandatory Prepayment*) of the Facility Agreement), at any time prior to the occurrence of an Event of Default which is continuing, the Chargor shall be entitled to retain any cash dividends received or recovered by it in respect of any or all of the Secured Assets.

(b) After the occurrence of an Event of Default which is continuing, the Chargor shall promptly pay over and deliver to the Chargee for application in accordance with this Deed (and the Chargee may apply in accordance with this Deed) any and all dividends, distributions, interest and/or other monies received and/or recovered in respect of all or any part of the Secured Assets.

(c) Any and all dividends, distributions, interest and/or other monies received, recovered or paid/delivered to the order of the Chargor (other than in cash) in respect of any or all of the Secured Assets shall be held by the Chargor subject to the security constituted by this Deed, provided that if such receipt or recovery is made after the occurrence of an Event of Default which is continuing, the Chargor shall promptly deliver such dividends, distributions, interest and/or other monies to the Chargee for application in accordance with this Deed.

7.2 Voting rights and other matters

(a) At any time prior to the occurrence of an Event of Default which is continuing, the Chargor shall be entitled to exercise all voting rights in relation to any or all of the Shares **provided that** the Chargor shall not exercise such voting rights in any manner that could give rise to, or otherwise permit or agree to, any:

(i) variation of the rights attaching to or conferred by any of the Shares;

(ii) liability on the part of the Chargee; or

(iii) increase in the issued share capital, registered capital or equity interest of any company, corporation or entity whose shares/securities/equity interests are subject to security under this Deed,

except in the case of Clause 7.2(a)(i) or 7.2(a)(iii), as may be necessary in connection with the Offer or the Acquisition.

(b) Upon and/or after the occurrence of an Event of Default which is continuing, the Chargee may at its discretion (in the name of the Chargor or otherwise and without any further consent or authority from the Chargor):

(i) exercise (or refrain from exercising) any voting rights in respect of the Secured Assets;

(ii) apply all dividends, distributions, interest and other monies arising from all or any of the Secured Assets in accordance with Clause 14 (*Application of Monies*);

(iii) transfer all or any of the Secured Assets into the name of the Chargee or of its nominee(s) as it shall think fit;

(iv) cause the conversion or de-materialisation of any of the Secured Assets into scripless securities and the deposit of such scripless securities into the Securities Account or any other account (whether in the name of the Chargor, the Chargee or otherwise); and

(v) exercise (or refrain from exercising) the powers and rights conferred on or exercisable by the legal or beneficial owner of the Secured Assets, including the right, in relation to any company, corporation or entity whose shares, equity interests or other securities are included in the Secured Assets or any part thereof, to concur or participate in:

(A) the reconstruction, amalgamation, sale or other disposal of such company, corporation or entity or any of its assets or undertaking (including the exchange, conversion or reissue of any shares, equity interests or securities as a consequence thereof);

(B) the release, modification or variation of any rights or liabilities attaching to such shares, equity interests or securities; and

(C) the exercise, renunciation or assignment of any right to subscribe for any shares, equity interests or securities,

in each case in such manner and on such terms as the Chargee may think fit, and the proceeds of any such action shall form part of the Secured Assets and may be applied by the Chargee in accordance with Clause 14 (*Application of Monies*).

7.3 Payment of calls

The Chargor shall pay when due all calls or other payments which may be or become due in respect of any of the Secured Assets, and in any case of default by the Chargor in such payment, the Chargee may, if it thinks fit, make such payment on behalf of the Chargor in which case any sums paid by the Chargee shall be reimbursed by the Chargor to the Chargee on demand and shall carry interest from the date of payment by the Chargee until reimbursed in full at the rate and in accordance with Clause 2.2 (*Interest on demand*).

7.4 Exercise of rights

The Chargor shall not exercise any of its rights and powers in relation to any of the Secured Assets in any manner which, in the opinion of the Chargee, would prejudice the value of, or the ability of the Chargee to realise, the security created by this Deed.

8 Securities Account

8.1 Notification and variation

The Chargor, during the subsistence of this Deed:

(a) shall not, without the Chargee's prior written consent, permit or agree to any variation of the rights attaching to the Securities Account or close the Securities Account;

(b) shall not, without the Chargee's prior written consent, permit or agree to take any action to re-certificate or re-materialise any Secured Assets that are in the form of scripless securities deposited or held in the Securities Account, or dematerialise any Secured Assets that are in the form of certificated shares deposited or held in the Securities Account; and

(c) shall not establish or maintain any securities account in which any of the Shares or the Related Rights (in respect of any of the Shares) are at any time held or deposited (other than the Securities Account) without the prior written consent of the Chargee.

8.2 No transfer by Chargor

At all times when:

(a) any Secured Obligations are or may become outstanding; or

(b) the Chargee is under any obligation (whether actual or contingent) to provide any further advance or financial accommodation to any Obligor under any Finance Document,

the Chargor shall not be entitled to receive, withdraw or otherwise transfer any securities, amount or other asset standing to the credit of the Securities Account, except with the prior written consent of the Chargee.

8.3 Operation after Event of Default

Without prejudice to any other rights, powers and remedies of the Chargee provided by or pursuant to this Deed or by law, upon and/or at any time after the occurrence of an Event of Default which is continuing, the Chargee shall be entitled without notice or further demand, immediately to exercise all the rights, powers and remedies possessed by it according to law as legal and beneficial owner of any and all securities, amounts and/or other assets standing to the credit of the Securities Account (and as assignee and/or chargee of the Chargor's right, title and interest therein and thereto) and to:

(a) demand, receive and/or transfer all and any securities, monies and/or other assets standing to the credit of the Securities Account; and/or

(b) apply, transfer or (in the case of any amount) set-off any or all of the securities, amounts and/or other assets from time to time standing to the credit of the Securities Account in or towards the payment or other satisfaction of all or part of the Secured Obligations in accordance with Clause 14 (*Application of Monies*).

9 Representations

The Chargor makes the representations and warranties set out in this Clause 9 to the Chargee.

9.1 Status

(a) It is a company with limited liability, duly incorporated and validly existing under the laws of Hong Kong.

(b) It has the power to own its assets and carry on its business as it is being conducted.

9.2 Binding obligations

Subject to any general principles of law limiting its obligations which are specifically referred to in any legal opinion delivered pursuant to Clause 4 (*Conditions of Utilisation*) of the Facility Agreement:

(a) the obligations expressed to be assumed by it in this Deed are legal, valid, binding and enforceable obligations; and

(b) (without limiting the generality of paragraph (a) above), this Deed creates the security interests which it purports to create and such security interests are valid and effective.

9.3 Non-conflict with other obligations

The entry into and performance by it of, and the transactions contemplated by, this Deed do not and will not:

(a) conflict with any law or regulation applicable to it;

(b) conflict with its constitutional documents;

(c) conflict with any agreement or instrument binding upon it or any of its assets; or

(d) result in the existence of or oblige it to create any security over all or any of its assets (other than the security constituted by this Deed).

9.4 Power and authority

(a) It has the power to enter into, perform and deliver, and has taken all necessary action to authorise its entry into, performance and delivery of, this Deed and the transactions contemplated by this Deed.

(b) No limit on its powers will be exceeded as a result of the grant of security contemplated by this Deed.

9.5 Validity and admissibility in evidence

All Authorisations required:

(a) to enable it lawfully to enter into, exercise its rights and comply with its obligations under this Deed;

(b) to ensure this Deed is admissible in evidence in its jurisdiction of incorporation; and

(c) to enable it to create the security expressed to be created by it pursuant to this Deed and to ensure that such security has the priority and ranking it is expressed to have,

have been obtained or effected and are in full force and effect.

9.6 Governing law and enforcement

(a) The choice of Hong Kong law as the governing law of this Deed will be recognised and enforced in Hong Kong; and

(b) Any judgment obtained in Hong Kong in relation to this Deed will be recognised and enforced in Hong Kong.

9.7 Deduction of Tax

It is not required under the law applicable where it is incorporated or resident or at the address specified in this Deed to make any Tax Deduction from any payment it may make under this Deed.

9.8 No filing or stamp taxes

Under the law of Hong Kong it is not necessary that this Deed be filed, recorded or enrolled with any court or other authority in such jurisdiction (other than the registration of this Deed with the Hong Kong Companies Registry) or that any stamp, registration or similar tax be paid on or in relation to this Deed or the transactions contemplated by this Deed.

9.9 No immunity

Neither it nor its assets have immunity from the jurisdiction of a court or from legal process.

9.10 Shares

(a) It is, and will be, the sole beneficial owner of the Secured Assets free from any Security (other than the security constituted by this Deed).

(b) It has not sold or otherwise disposed of, or created, granted or permitted to subsist any Security over, all or any of its right, title and interest in the Secured Assets (other than the security constituted by this Deed).

(c) On the date of this Deed, the particulars of the Shares as set out in Schedule 1 (*Particulars of Shares*) are accurate in all respects.

(d) The Shares have been validly issued by the Company and are fully paid up and there are no monies or liabilities payable or outstanding in relation to any of the Shares.

(e) No person has or is entitled to any conditional or unconditional option, warrant or other right to subscribe for, purchase or otherwise acquire any issued or unissued shares, or any interest in shares, in the Company.

(f) The Shares are freely transferable and are not subject to any restrictions as to transfer or registration by any law or contract or otherwise.

(g) Other than the share certificate(s) delivered to the Chargee pursuant to Clause 4.2 (*Delivery of documents*), no share certificates or interim certificates have been issued evidencing the Secured Assets.

(h) The security created under this Deed has or will have the ranking in priority which it is expressed to have in this Deed and is not subject to any prior ranking or *pari passu* ranking security.

(i) None of the certificated Shares will be dematerialised without the prior written consent of the Chargee.

9.11 Repetition

Each of the representations and warranties set out in Clause 9.1 to Clause 9.10 (except Clause 9.7 (*Deduction of Tax*), Clause 9.8 (*No filing or stamp taxes*), and paragraph (c) of Clause 9.10 (*Shares*)) above are deemed to be repeated by the Chargor by reference to the facts and circumstances then existing on the date of each Utilisation Request and the first day of each Interest Period.

10 Enforcement of Security

10.1 Enforcement

Upon and/or at any time after the occurrence of an Event of Default which is continuing or if the Chargor requests the Chargee to exercise any of its powers under this Deed, the security created by or pursuant to this Deed is immediately enforceable and the Chargee may, without notice to the Chargor or prior authorisation from any court, in its absolute discretion:

(a) enforce all or any part of such security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Secured Assets; and

(b) whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions conferred by this Deed on any Receiver or otherwise conferred by law on chargees and/or Receivers.

10.2 No liability as mortgagee in possession

Neither the Chargee nor any Receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Secured Assets or be liable for any loss upon realisation or for any neglect, default or omission in connection with the Secured Assets to which a mortgagee or a mortgagee in possession might otherwise be liable.

11 Powers of Sale

11.1 Powers arise on execution

The power of sale or other disposal conferred on the Chargee and on any Receiver by this Deed shall arise (and the Secured Obligations shall be deemed due and payable for that purpose) on execution of this Deed.

11.2 Statutory restrictions do not apply

Any restrictions imposed by law on the power of sale or on the consolidation of security (including any restriction under paragraph 11 of the Fourth Schedule to the CPO) do not apply to this Deed.

12 Appointment of Receiver

12.1 Appointment and removal

Upon and/or at any time after the occurrence of an Event of Default which is continuing or if requested to do so by the Chargor, the Chargee may by deed or otherwise (acting through an authorised officer of the Chargee), without prior notice to the Chargor:

(a) appoint one or more persons to be a Receiver of the whole or any part of the Secured Assets;

(b) appoint two or more Receivers of separate parts of the Secured Assets;

(c) remove (so far as it is lawfully able) any Receiver so appointed; and/or

(d) appoint another person(s) as an additional or replacement Receiver(s).

12.2 Capacity of Receivers

Each person appointed to be a Receiver pursuant to Clause 12.1 (*Appointment and removal*) shall be:

(a) entitled to act individually or together with any other person appointed or substituted as Receiver;

(b) for all purposes deemed to be the agent of the Chargor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Chargee; and

(c) entitled to remuneration for his services at a rate to be fixed by the Chargee from time to time.

12.3 Statutory powers of appointment

The powers of appointment of a Receiver herein contained shall be in addition to all statutory and other powers of appointment of the Chargee under applicable law and such powers shall remain exercisable from time to time by the Chargee in respect of all or any part of the Secured Assets.

13 Powers and Liabilities of Chargee and Receiver

13.1 Powers of Receiver

Every Receiver shall (subject to any restrictions in the instrument appointing him but notwithstanding any winding-up or dissolution of the Chargor) have and be entitled to exercise, in relation to the Secured Assets (and any assets of the Chargor which, when got in, would be Secured Assets) or that part thereof in respect of which he was appointed, and as varied and extended by the provisions of this Deed (in the name of or on behalf of the Chargor or in his own name and, in each case, at the cost of the Chargor):

(a) all the powers conferred by the CPO on mortgagors and on mortgagees in possession and on receivers appointed under the CPO (as if the Secured Assets constituted property that is subject to the CPO and as if such Receiver were appointed under the CPO), free from any limitation under paragraph 11 of the Fourth Schedule to the CPO;

(b) all the powers and rights of an absolute owner and power to do or omit to do anything which the Chargor itself could do or omit to do; and

(c) the power to do all things (including bringing or defending proceedings in the name or on behalf of the Chargor) which seem to the Receiver to be incidental or conducive to (a) any of the functions, powers, authorities or discretions conferred on or vested in him or (b) the exercise of any rights, powers and remedies of the Chargee provided by or pursuant to this Deed or by law (including realisation of all or any part of the Secured Assets) or (c) bringing to his hands any assets of the Chargor forming, or which, when got in, would be part of the Secured Assets.

13.2 Additional powers of Receiver

In addition to and without prejudice to the generality of the foregoing, every Receiver shall (subject to any limitations or restrictions expressed in the instrument appointing him but notwithstanding any winding-up or dissolution of the Chargor) have the following powers in relation to the Secured Assets (and any assets of the Chargor which, when got in, would be part of the Secured Assets) in respect of which he was appointed (and every reference in this Clause 13.2 to the "**Secured Assets**" shall be read as a reference to that part of the Secured Assets in respect of which such Receiver was appointed):

(a) power to enter upon, take immediate possession of, collect and get in the Secured Assets including dividends and other income whether accrued before or after the date of his appointment;

(b) power to bring, prosecute, enforce, defend and abandon applications, claims, disputes, actions, suits and proceedings in connection with all or any part of the Secured Assets or this Deed in the name of the Chargor or in his own name and to submit to arbitration, negotiate, compromise and settle any such applications, claims, disputes, actions, suits or proceedings;

(c) power to carry on and manage, or concur in the carrying on and management of or to appoint a manager of, the whole or any part of the Secured Assets or any business relating thereto in such manner as he shall in his absolute discretion think fit;

(d) power, in relation to the Secured Assets and each and every part thereof, to sell, transfer, convey, dispose of or concur in any of the foregoing by the Chargor or any other receiver or manager of the Chargor (including to or in favour of the Chargee or any of the other Secured Parties) in such manner and generally on such terms as he thinks fit;

(e) power to purchase, lease, hire or otherwise acquire any assets or rights of any description which he shall in his absolute discretion consider necessary or desirable for the carrying on, improvement or realisation of the whole or any part of the Secured Assets or otherwise for the benefit of the whole or any part of the Secured Assets;

(f) power to promote, procure the formation or otherwise acquire the share capital of, any body corporate with a view to such body corporate becoming a subsidiary of the Chargor or otherwise and purchasing, leasing or otherwise acquiring an interest in the whole or any part of the Secured Assets or carrying on any business in succession to the Chargor or any subsidiary of the Chargor;

(g) power to effect, maintain or renew indemnity and other insurances and to obtain bonds and performance guarantees to protect, preserve, maintain, manage or improve the whole or any part of the Secured Assets as he thinks fit;

(h) power to raise or borrow money from the Chargee or any other person to rank either in priority to the Security constituted by this Deed or any part of it or otherwise and with or without a mortgage or charge on the Secured Assets or any part of it on such terms as he shall in his absolute discretion think fit (and no person lending such money shall be concerned to see or enquire as to the propriety or purpose of the exercise of such power or the application of money so raised or borrowed);

(i) power to redeem, discharge or compromise any Security whether or not having priority to the Security constituted by this Deed or any part of it;

(j) power to enter into bonds, covenants, guarantees, commitments, indemnities and other obligations or liabilities as he shall think fit, to make all payments needed to effect, maintain or satisfy such obligations or liabilities and to use the company seal of the Chargor; and

(k) power to exercise any or all of the above powers on behalf of and in the name of the Chargor (notwithstanding any winding-up or dissolution of the Chargor) or on his own behalf.

13.3 Terms of disposition

In making any sale or other disposal of all or any part of the Secured Assets or any acquisition in the exercise of their respective powers (including a disposal by a Receiver to any subsidiary of the Chargor or other body corporate as is referred to in Clause 13.2(f)), a Receiver or the Chargee may accept or dispose of as, and by way of consideration for, such sale or other disposal or acquisition, cash, shares, loan capital or other obligations, including consideration fluctuating according to or dependent upon profit or turnover and consideration the amount whereof is to be determined by a third party. Any such consideration may, if thought expedient by the Receiver or the Chargee, be nil or may be payable or receivable in a lump sum or by instalments. Any contract for any such sale, disposal or acquisition by the Receiver or the Chargee may contain conditions excluding or restricting the personal liability of the Receiver or the Chargee.

13.4 Discretion

Any liberty or power which may be exercised or any determination which may be made under this Deed by the Chargee or any Receiver may, subject to the terms and conditions of the Facility Agreement, be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

13.5 Delegation

Each of the Chargee and any Receiver shall have full power to delegate (either generally or specifically) the powers, authorities and discretions conferred on it by this Deed (including the power of attorney under Clause 16 (*Power of Attorney*)) on such terms and conditions as it shall see fit which delegation shall not preclude any subsequent exercise, any subsequent delegation or any revocation of such power, authority or discretion by the Chargee or any Receiver.

13.6 No liability

None of the Chargee, its nominee(s) or any Receiver shall be liable by reason of (a) taking any action permitted by this Deed or (b) any neglect or default in connection with all or any part of the Secured Assets or (c) taking possession of or realising all or any part of the Secured Assets, except in the case of gross negligence or wilful default upon its part (as finally judicially determined).

14 Application of Monies

14.1 Order of application

Save as otherwise expressly provided in this Deed, all monies received or recovered by the Chargee or any Receiver pursuant to this Deed or the powers conferred by it shall (subject to the claims of any person having prior rights thereto and subject to Clause 14.2 (*Suspense account*)) be applied:

(a) first, in the payment of the costs, charges and expenses incurred and payments made by any Receiver, the payment of his remuneration and the discharge of any liabilities incurred by such Receiver in, or incidental to, the exercise of any of his powers;

(b) then in accordance with clause 24.4 (*Partial Payments*) of the Facility Agreement; and

(c) thereafter in the payment of the surplus (if any) to the Chargor or other person entitled to it.

14.2 Suspense account

All monies received, recovered or realised by the Chargee or any Receiver under this Deed or the powers conferred by it (including the proceeds of any conversion of currency) may in the discretion of the Chargee or any Receiver be credited to and held in any suspense or impersonal account pending their application from time to time in or towards the discharge of any of the Secured Obligations in accordance with Clause 14.1 (*Order of application*).

14.3 Application by Chargor

Any application under this Clause 14 shall override any application by the Chargor.

15 Protection of Third Parties

15.1 Receipt conclusive

The receipt of the Chargee or any Receiver shall be conclusive discharge to a purchaser of any part of the Secured Assets from the Chargee or such Receiver and in making any sale or disposal of any part of the Secured Assets or making any acquisition, the Chargee or any Receiver may do so for such consideration, in such manner and on such terms as it thinks fit.

15.2 No obligation to enquire

No purchaser or other person dealing with the Chargee or any Receiver shall be bound to enquire whether the right of the Chargee or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Chargee or such Receiver in such dealings. The protection given to purchasers from a chargee in sections 52 and 55 of the CPO shall apply *mutatis mutandis* to purchaser(s) and other person(s) dealing with the Chargee or any Receiver.

16 Power of Attorney

16.1 Appointment and powers

The Chargor by way of security irrevocably (within the meaning of section 4 of the Powers of Attorney Ordinance (Cap. 31 of the Laws of Hong Kong)) appoints the Chargee and any Receiver severally to be its attorney and in its name, on its behalf and as its act and deed to execute, deliver and perfect all documents and do all things which the Chargee or such Receiver may consider to be necessary for:

(a) carrying out any obligation imposed on the Chargor by this Deed or any other agreement binding on the Chargor to which the Chargee is party (including the execution and delivery of any deeds, mortgages, charges, assignments or other security and any transfers of the Secured Assets or any part thereof); and

(b) enabling the Chargee and any Receiver to exercise, or delegate the exercise of, any of the rights, powers and authorities conferred on them by or pursuant to this Deed or by law (including upon or after the occurrence of an Event of Default which is continuing, the exercise of any right of a legal or beneficial owner of the Secured Assets or any part thereof).

16.2 Ratification

The Chargor shall ratify and confirm all things done and all documents executed by any appointed attorney in the exercise or purported exercise of all or any of his powers in relation to this Deed.

17 Preservation of Security

17.1 Continuing security

The security created by or pursuant to this Deed shall remain in full force and effect as a continuing security for the Secured Obligations unless and until discharged by the Chargee. No part of the security from time to time intended to be constituted by this Deed will be considered satisfied or discharged by any intermediate payment, discharge or satisfaction of the whole or any part of the Secured Obligations.

17.2 Cumulative rights

The security created by this Deed and the rights, powers and remedies provided in this Deed shall be cumulative, in addition to and independent of every other security which any of all of the Secured Parties may at any time hold for any or all of the Secured Obligations or any rights, powers and remedies provided by law. No prior security held by any Secured Party over the whole or any part of the Secured Assets shall merge into the security constituted by this Deed.

17.3 Waiver of defences

None of the obligations of the Chargor under this Deed or the rights, powers and remedies of the Chargee provided by or pursuant to this Deed or by law shall be affected by an act, omission, matter, thing or event which, but for this Clause 17.3, would reduce, release or prejudice any of its obligations under this Deed including (and whether or not known to it or any Secured Party):

(a) the winding-up, dissolution, administration, reorganisation, death, insolvency, incapacity or bankruptcy of any Obligor or any other person or any change in its status, function, control or ownership;

(b) any of the obligations of any Obligor or any other person under any Finance Document, or under any other security relating to any Finance Document being or becoming illegal, invalid, unenforceable or ineffective in any respect;

(c) any time, waiver or consent granted to, or composition with, any Obligor or other person;

(d) the release of any Obligor or any other person under the terms of any composition or arrangement with any creditor of any member of the Group;

(e) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, take up or enforce, any rights against, or security over assets of, any Obligor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

(f) any incapacity or lack of power, authority or legal personality of or dissolution or change in the members or status of any Obligor or any other person;

(g) any amendment, novation, supplement, extension (whether of maturity or otherwise) or restatement (in each case however fundamental and of whatsoever nature, and whether or not more onerous) or replacement of a Finance Document or any other document or security or of the Secured Obligations;

(h) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or security;

(i) any insolvency or similar proceedings;

(j) any claims or set-off right that the Chargor may have; or

(k) any law, regulation or decree or order of any jurisdiction affecting any Obligor.

17.4 Chargor intention

Without prejudice to the generality of Clause 17.3 (*Waiver of defences*), the Chargor expressly confirms that it intends that the Security created by this Deed shall extend from time to time to any (however fundamental) variation, increase, extension or addition of or to any of the Finance Documents and/or any facility or amount made available under any of the Finance Documents for the purposes of or in connection with any of the following: business acquisitions of any nature; increasing working capital; enabling investor distributions to be made; carrying out restructurings; refinancing existing facilities; refinancing any other indebtedness; making facilities available to new borrowers; any other variation or extension of the purposes for which any such facility or amount might be made available from time to time; and any fees, costs and/or expenses associated with any of the foregoing.

17.5 Remedies and waivers

No failure on the part of the Chargee to exercise, or any delay on its part in exercising, any right, power or remedy under this Deed shall operate as a waiver thereof or constitute an election to affirm this Deed. No election by the Chargee to affirm this Deed shall be effective unless it is in writing. No single or partial exercise of any right, power or remedy shall preclude any further or other exercise or the exercise of any other right, power or remedy.

17.6 Partial invalidity

If, at any time, any provision of this Deed 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 and, if any part of the Security intended to be created by or pursuant to this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of that Security.

17.7 No prior demand

No Secured Party shall be obliged to make any demand of or enforce any rights or claim against any Obligor or any other person, to take any action or obtain judgment in any court against any Obligor or any other person or to make or file any proof or claim in a liquidation, bankruptcy or insolvency of any Obligor or any other person or to enforce or seek to enforce any other security in respect of any or all of the Secured Obligations before exercising any rights, powers or remedies provided by or pursuant to this Deed or by law.

17.8 Deferral of rights

Until (a) all Secured Obligations have been irrevocably paid or discharged in full and (b) the Chargee is not under any further obligation (whether actual or contingent) to provide any further advance or financial accommodation to any Obligor under any Finance Document, the Chargor will not (unless the Chargee otherwise directs) exercise or otherwise enjoy the benefit of any right which it may have by reason of performance by it of its obligations under this Deed or by reason of any amount being payable, or liability arising, under this Deed:

(a) to be indemnified by an Obligor;

(b) to claim any contribution from any guarantor of or provider of security for any Obligor's obligations under the Finance Documents;

(c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Finance Documents or of any other guarantee or security taken pursuant to, or in connection with, the Finance Documents by any Secured Party;

(d) to bring legal or other proceedings for an order requiring any Obligor to make any payment, or perform any obligation, in respect of which the Chargor has given any security, guarantee or indemnity under or pursuant to any Finance Document;

(e) to exercise any right of set-off against any Obligor; and/or

(f) to claim or prove as a creditor of any Obligor in competition with any Secured Party.

If the Chargor receives any benefit, payment or distribution in relation to any such right, it shall hold that benefit, payment or distribution to the extent necessary to enable all of the Secured Obligations to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Chargee or as the Chargee may direct for application in accordance with Clause 14.1 (*Order of application*).

17.9 Appropriations

Until (a) all Secured Obligations have been irrevocably paid or discharged in full and (b) the Chargee is not under any further obligation (whether actual or contingent) to provide any further advance or financial accommodation to any Obligor under any Finance Document, the Chargee (or any trustee or agent on its behalf) may:

(a) refrain from applying or enforcing any other moneys, security or rights held or received by the Chargee (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Chargor shall not be entitled to the benefit of the same; and

(b) hold in an interest-bearing suspense account any moneys received from the Chargor or on account of the Chargor's liability under this Deed.

17.10 Discharge conditional

Any discharge, release or settlement hereunder in relation to the Chargor or all or any part of the Secured Assets shall be conditional upon no security or payment by any or all of the Obligors to, or recovery from any or all of the Obligors by, any or all of the Secured Parties being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws of general application or any similar event or for any other reason and shall in the event of any such avoidance or reduction or similar event be void.

17.11 New account

If any Secured Party at any time receives or is deemed to have received notice of any subsequent Security or other interest affecting all or any part of the Secured Assets or any assignment or transfer of the Secured Assets which is prohibited by the terms of this Deed or the Facility Agreement, all payments thereafter by or on behalf of any or all of the Obligors to any Secured Party shall be treated as having been credited to a new account of the Chargee and not as having been applied in reduction of the Secured Obligations as at the time when (or at any time after) any Secured Party received such notice of such subsequent Security or other interest or such assignment or transfer.

17.12 Redemption of prior security

In the event of any action, proceeding or step being taken to exercise any powers or remedies conferred by any prior ranking Security or upon the exercise by the Chargee or any Receiver of any power of sale under this Deed or any other rights, powers or remedies under this Deed, the Chargee may redeem any prior ranking Security over or affecting any Secured Assets or procure the transfer of any such prior ranking Security to itself. The Chargee may settle and agree the accounts of the beneficiary of any such prior Security and any accounts so settled and agreed will be conclusive and binding on the Chargor. All principal, interest, costs, charges, expenses and/or other amounts relating to and/or incidental to any such redemption or transfer shall be paid by the Chargor to the Chargee upon demand.

18 Release of Security

18.1 Release of security

After:

(a) all Secured Obligations have been irrevocably paid or discharged in full; and

(b) the Chargee is not under any further obligation (whether actual or contingent) to provide any further advance or financial accommodation to the Chargor under any Finance Document,

the Chargee shall, at the request (with reasonable notice) and cost of the Chargor, release and cancel the security constituted by this Deed and procure the reassignment to the Chargor of the property and assets assigned to the Chargee pursuant to this Deed (to the extent not otherwise sold, assigned or otherwise disposed of or applied in accordance with this Deed), in each case subject to Clause 18.2 (*Avoidance of payments*) and 17.10 (*Discharge conditional*) and without recourse to, or any representation or warranty by, the Chargee or any of its nominees.

18.2 Avoidance of payments

If the Chargee considers that any amount paid or credited to or recovered by any Secured Party by or from any Obligor is capable of being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws, the liability of the Chargor under this Deed and the security constituted by this Deed shall continue and such amount shall not be considered to have been irrevocably paid.

19 Currency Conversion and Indemnity

19.1 Currency conversion

For the purpose of or pending the discharge of any of the Secured Obligations the Chargee may convert any money received, recovered or realised or subject to application by it under this Deed from one currency to another, as the Chargee may think fit, and any such conversion shall be effected at the Chargee's spot rate of exchange (or, if no such spot rate of exchange is quoted by the Chargee, such other rate of exchange as may be available to the Chargee) for the time being for obtaining such other currency with such first-mentioned currency.

19.2 Currency indemnity

If any sum due from the Chargor under this Deed (a "**Sum**"), or any order, judgment or award given or made in relation to a Sum, has to be converted from the currency (the "**First Currency**") in which that Sum is payable into another currency (the "**Second Currency**") for the purpose of:

(a) making or filing a claim or proof against the Chargor;

(b) obtaining or enforcing an order, judgment or award in relation to any litigation or arbitration proceedings; or

(c) applying the Sum in satisfaction of any of the Secured Obligations,

the Chargor shall as an independent obligation, within [three (3)] Business Days of demand, indemnify the Chargee by any each of the Secured Parties against any cost, loss or liability arising out of or as a result of the conversion including any discrepancy between (a) the rate of exchange used to convert that Sum from the First Currency into the Second Currency and (b) the rate or rates of exchange available to the Chargee at the time of its receipt of that Sum.

20 Costs, Expenses and Indemnity

20.1 Costs and expenses

The Chargor shall, within [three (3)] Business Days of demand of the Chargee, reimburse the Chargee on a full indemnity basis for all costs and expenses (including legal fees) incurred by the Chargee in connection with (a) the execution of this Deed or otherwise in relation to this Deed, (b) the perfection or enforcement of the security constituted by this Deed and/or (c) the exercise of any rights, powers or remedies of the Chargee provided by or pursuant to this Deed or by law, together with interest from the date such costs and expenses were incurred to the date of reimbursement of the same by the Chargor, calculated in accordance with clause 8.3 (*Default interest*) of the Facility Agreement (applying *mutatis mutandis* as if the same were an Unpaid Sum thereunder).

20.2 Stamp Taxes

The Chargor shall pay all stamp duty, registration and other similar Taxes to which this Deed, the Security contemplated in this Deed and/or any judgment given in connection with this Deed is, or at any time may be, subject and shall, within three (3) Business Days of demand, indemnify the Chargee against any liabilities, costs, claims and/or expenses resulting from any failure to pay or delay in paying any such Tax.

20.3 Indemnity

The Chargor shall, notwithstanding any release or discharge of all or any part of the security constituted by this Deed, indemnify the Chargee and each other Secured Party, their respective agents, attorneys and any Receiver against any action, proceeding, claims, losses, liabilities and costs which it may sustain as a consequence of any breach by the Chargor of the provisions of this Deed, the exercise or purported exercise of any of the rights and powers conferred on any of them by this Deed or otherwise relating to the Secured Assets or any part thereof.

21 Payments Free of Deduction

21.1 Tax gross-up

All payments to be made by the Chargor to the Chargee under this Deed shall be made free and clear of and without any Tax Deduction unless the Chargor is required to make a Tax Deduction, in which case the sum payable by the Chargor (in respect of which such Tax Deduction is required to be made) shall be increased to the extent necessary to ensure that the Chargee receives a sum net of any deduction or withholding equal to the sum which it would have received had no such Tax Deduction been made or required to be made.

21.2 No set-off or counterclaim

All payments to be made by the Chargor under this Deed shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

22 Set-off

The Chargee may set off any matured obligation due from the Chargor under the Finance Documents (to the extent beneficially owned by the Chargee) against any matured obligation owed by the Chargee to the Chargor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Chargee may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

23 Changes to Parties

23.1 Successors

This Deed shall be binding upon and enure to the benefit of each party hereto and its and/or any subsequent successors and permitted assigns and transferees. Without prejudice to the foregoing, this Deed shall remain in effect despite any amalgamation or merger (however effected) relating to the Chargee; and references to the Chargee herein shall be deemed to include any person who, under the laws of its jurisdiction of incorporation or domicile, has assumed the rights and obligations of the Chargee under this Deed or to which, under such laws, those rights and obligations have been transferred.

23.2 No assignment or transfer by Chargor

The Chargor may not assign or transfer any or all of its rights (if any) and/or obligations under this Deed.

23.3 Assignment and transfer by Chargee

The Chargee may:

(a) assign all or any of its rights under this Deed; and

(b) transfer all or any of its obligations (if any) under this Deed,

to any person in accordance with the provisions of the Facility Agreement. The Chargor shall do anything or execute any document as may be requested by the Chargee that is necessary to effect such assignment or transfer.

23.4 Disclosure

The Chargor agrees to any disclosure of any information made in accordance with clause 22.2 (*Disclosure of confidential information*) of the Facility Agreement.

24 Amendments and Waivers

Any provision of this Deed may be amended or waived only by agreement in writing between the Chargor and the Chargee.

25 Notices

Any communication to be made under or in connection with this Deed shall be made in accordance with clause 26 (*Notices*) of the Facility Agreement which provisions are incorporated into this Deed as though they were set out in full in this Deed with all necessary modifications to reference to the parties hereto, provided that the address and fax number (and the department or officer, if any, for whose attention the communication is to be made) of the Chargor for any communication or document to be made or delivered under or in connection with this Deed is that identified with its name below or any substitute address, fax number or department or officer as the Chargor may notify to the other Parties by not less than five (5) Business Days' notice.

26 Counterparts

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

27 Governing Law

This Deed is governed by the laws of Hong Kong.

28 Jurisdiction

28.1 Hong Kong courts

The courts of Hong Kong have exclusive jurisdiction to settle any dispute arising out of or connected with this Deed (including any dispute regarding the existence, validity or termination of this Deed) (a "**Dispute**").

28.2 Convenient forum

The parties hereto agree that the courts of Hong Kong are the most appropriate and convenient courts to settle Disputes and accordingly they will not argue to the contrary.

28.3 Exclusive jurisdiction

Notwithstanding Clauses 28.1 (*Hong Kong courts*) and 28.2 (*Convenient forum*) above, the Chargee shall not be prevented from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law, the Chargee may take concurrent proceedings in any number of jurisdictions.

28.4 Waiver of immunities

The Chargor irrevocably waives, to the extent permitted by applicable law, with respect to itself and its revenues and assets (irrespective of their use or intended use), all immunity on the grounds of sovereignty or other similar grounds from:

(a) suit;

(b) jurisdiction of any court;

(c) relief by way of injunction or order for specific performance or recovery of property;

(d) attachment of its assets (whether before or after judgment); and

(e) execution or enforcement of any judgment to which it or its revenues or assets might otherwise be entitled in any proceedings in the courts of any jurisdiction (and irrevocably agrees, to the extent permitted by applicable law, that it will not claim any immunity in any such proceedings).

IN WITNESS WHEREOF this Deed has been signed on behalf of the Chargee and executed as a deed by the Chargor and is intended to be and is hereby delivered by it as a deed on the date specified above.

Schedule 1 Particulars of Shares

Part A: Certificated Shares

Beneficial owner	No. of Shares (ordinary shares of HK$0.01 each in the issued share capital of the Company)	Account in which the Shares are held
Nil	Nil	Nil

Part B: CCASS Shares

Beneficial owner	No. of Shares (ordinary shares of HK$0.01 each in the issued share capital of the Company)	Account in which the Shares are held
Nil	Nil	Nil

Schedule 2 Form of Notice to Custodian

To: [*The Custodian*]

Date: [ ]

Dear Sirs,

We hereby give you notice that by a deed of share charge (as amended from time to time, the "**Deed**") dated [ ] between (1) **Hong Kong Weiye Software Co., Limited 香港偉業軟件股份有限公司** (the "**Chargor**") and (2) **Shanghai Pudong Development Bank Co., Ltd., acting through its Hong Kong Branch** as chargee (the "**Chargee**" which expression shall include its successors, assigns and transferees), the Chargor has:

(a) charged, by way of first fixed charge;

(b) (to the extent not validly and effectively charged) charged, by way of first floating charge,

to the Chargee all of the Chargor's right, title and interest in and to the following account maintained with you (including any re-designation, renewal or replacement thereof) (the "**Secured Account**") and all securities, monies and/or other assets standing to the credit of the Secured Account from time to time:

[*insert details of relevant Securities Account*]

With effect from your receipt of this notice:

(a) any existing instructions affecting the Secured Account are to be terminated and all communications in respect of the Secured Account should be made, or sent, to the Chargee or as the Chargee shall direct (with a copy to us); and

(b) the terms and conditions of the Secured Account (and the rights of the Chargor relating thereto) may not be varied or waived without the Chargee's consent (as notified to you by the Chargee).

The Chargor hereby irrevocably authorises and instructs you (with effect from the date of this notice):

(i) to hold all securities, sums and other assets from time to time standing to the credit in the Secured Account to the order of the Chargee;

(ii) that at all times you shall only pay, transfer or release all or any part of the securities, sums and/or other assets from time to time standing to the credit of the Secured Account in accordance with (and only in accordance with) the instructions of the Chargee at any time or times (to the exclusion of the Chargor);

(iii) to comply with the terms of any written notice or instructions in any way relating to, or purporting to relate to, the Deed, the securities, sums and/or other assets standing to the credit of the Secured Account from time to time or the debts represented thereby which you receive at any time from the Chargee without any reference to or further authority from the Chargor and without any enquiry by you as to the justification for or validity of such notice or instruction; and

(iv) not to comply with the terms of any written notice or instructions in any way relating to, or purporting to relate to, the securities, sums and/or other assets standing to the credit of the Secured Account from time to time or the debts represented thereby which you receive from any other person other than the Chargee, unless with the prior written consent of the Chargee.

We also hereby irrevocably authorise and instruct you to disclose to the Chargee without any reference to or further authority from us and without any enquiry by you as to the justification of such disclosure, such information relating to any or all of the Secured Account and the securities, sums and/or other assets therein as the Chargee may at any time and from time to time request.

We shall continue to be solely responsible for the performance of our obligations in respect of the Secured Account and any documentation which we have entered into with you in relation to the Secured Account.

Neither this notice nor any of the instructions herein may be revoked or varied without the prior written consent of the Chargee.

Please acknowledge receipt of this notice and your agreement to the terms hereof by signing the acknowledgement on a copy of this notice and returning it to the Chargee at [ ] marked for the attention of [ ].

This notice and/or the acknowledgment hereto may be executed in any number of counterparts, and this has the same effect as if signatures on such counterparts were on a single copy of this letter and the acknowledgment hereto.

This notice is governed by the laws of Hong Kong.

Yours faithfully

……………………….
for and on behalf of
Hong Kong Weiye Software Co., Limited 香港偉業軟件股份有限公司

Acknowledgment

To: **Shanghai Pudong Development Bank Co., Ltd., acting through its Hong Kong Branch** as Chargee

Hong Kong Weiye Software Co., Limited 香港偉業軟件股份有限公司 (the "**Chargor**")

Date: [ ]

At the request of the Chargor we acknowledge receipt of the notice to the Custodian from the Chargor dated [ ] (the "**Notice**") in respect of the Chargor's account with us with account number [ ] (the "**Secured Account**", which includes any replacement, renewal or re-designation thereof). Unless otherwise defined herein, terms and expressions herein shall have the meaning ascribed to them in the Notice.

We confirm that:

(a) we acknowledge the instructions and authorisations contained in the Notice and we undertake to act in accordance with the terms of the Notice;

(b) no fees or periodic charges are payable in respect of the Secured Account and there are no restrictions on (a) the payment or transfer of any securities, amount or other asset standing to the credit of the Secured Account or (b) the assignment or charge of the Secured Account to the Chargee or any third party;

(c) we have not received notice of any previous assignments of, charges over or trusts in respect of, the Secured Account (or any right, title or interest in respect thereof) and we will not, without the Chargee's prior written consent (a) exercise any right of combination, consolidation or set-off which we may have in respect of the Secured Account or (b) amend or vary any rights attaching to the Secured Account;

(d) we shall send all statements and other notices given by us relating to any or all of the Secured Account to the Chargee (or as the Chargee may direct) as well as to the Chargor; and

(e) we shall not permit any securities, amount or other asset to be withdrawn or transferred from the Secured Account except in accordance with the terms of the Notice.

The Notice and this acknowledgment may be executed in any number of counterparts, and this has the same effect as if signatures on such counterparts were on a single copy of the Notice and this acknowledgment.

This acknowledgment is governed by the laws of Hong Kong.

For and on behalf of
[*The Custodian*]

Schedule 3 Form of Share Transfer

SG Group Holdings Limited 樺欣控股有限公司 ("Company")

SHARE TRANSFER FORM

We, **Hong Kong Weiye Software Co., Limited 香港偉業軟件股份有限公司** (the "**Transferor**"), for good and valuable consideration received by us from [*leave blank*]

(the "**Transferee**"), do hereby:

(a) transfer to the Transferee [*leave blank*]

share(s) (the "**Shares**") standing in our name in the register of the Company to hold unto the Transferee, his executors, administrators and assigns, subject to the several conditions on which we held the same at the time of execution of this Share Transfer Form; and

(b) consent that our name remains on the register of the Company until such time as the Company enters the Transferee's name in the register of the Company.

And we, as Transferee, do hereby agree to take the Shares subject to the same conditions.

As Witness Our Hands

Signed by the Transferor on)
in the presence of:)

____
Witness

Signed by the Transferee on)
in the presence of:)

____
Witness

Schedule 4 Form of Acknowledgment from Nominee

To: **Shanghai Pudong Development Bank Co., Ltd., acting through its Hong Kong Branch** (the "**Chargee**", which expression shall include its successors, assigns and transferees)

Dear Sirs,

At the request of **Hong Kong Weiye Software Co., Limited 香港偉業軟件股份有限公司** (the "**Chargor**"), [I]/[we] hereby:

(a) warrant and confirm that [I am]/[we are] the registered holder[s] of [*insert number and description of relevant Shares*] in [*name of Company*] (the "**Share[s]**") and [am]/[are] holding the Share[s] as nominee for and on behalf of the Chargor;

(b) acknowledge that the Chargor has, pursuant to a deed of share charge (as amended from time to time, the "**Deed**") dated [ ] by the Chargor in favour of the Chargee, mortgaged, charged and/or granted security over the Share[s] in favour of you as security upon the terms and conditions specified therein;

(c) undertake that [I]/[we] shall, upon and at all times after the earlier of being requested by you to do so or the enforcement of the security constituted by the Deed in respect of the Share[s], hold the Share[s] on trust for you (or any other person whom you may nominate);

(d) undertake that [I]/[we] shall, upon being requested by you to do so, transfer the legal title in the Share[s] to you (or any other person whom you may nominate) and do all acts and execute all documents as may be necessary and/or as you may require for such purpose; and

(e) irrevocably and unconditionally appoint each of you and any Receiver (as defined in the Deed) severally to be [my]/[our] attorney on the terms of Clause 16 (*Power of Attorney*) of the Deed (applying *mutatis mutandis*) as if [I was]/[we were] the Chargor, and undertake to execute such further powers of attorney in such form as you may reasonably require from time to time.

This acknowledgment is governed by and shall be construed in accordance with the laws of Hong Kong.

Dated:

IN WITNESS WHEREOF this deed has been executed the day and year above written.

EXECUTED AND DELIVERED AS A DEED on the date of this Deed by affixing the common seal of **[*NAME OF NOMINEE*]** in the presence of:	))))))	L.S.

.... Signature of [sole] director	[.. Signature of director/company secretary*] *delete whichever is not applicable
.... Name of [sole] director (block letters)	[.. Name of director/company secretary* (block letters)] *delete whichever is not applicable

Share Charge

Signing page

The Chargor

EXECUTED AND DELIVERED AS A DEED on the date of this Deed by **Hong Kong Weiye Software Co., Limited 香港偉業軟件股份有限公司** in accordance with sections 127(3) and 128(1) of the Companies Ordinance (Cap. 622 of the Laws of Hong Kong) by authority of its sole director in the presence of:	)

钟菁

Signature of witness

查文宇

Signature of sole director

ZhongJing (钟菁)

Name of witness (block letters)

查文宇 ZHA WENYU

Name of sole director (block letters)

Address: No. 12, Hexiang 1st Street, High-Tech Zone, Chengdu, China (中国成都高新区和祥一街 12 号)

Attention: ZHA Wenyu (查文宇)

Email: zhahaoyuan@sefonsoft.com

亲见法人签字

由浦发银行成都分行对公客户经理 钟菁 赵怡心

钟菁 赵怡心

2026.5.21

The Chargee

SIGNED for and on behalf of)
**Shanghai Pudong Development)
Bank Co., Ltd., acting through its)
Hong Kong Branch**)
by)
)
)