

DATE: 4 September 2025

日期：2025 年 9 月 4 日

ZEPHYRUS CAPITAL LIMITED

(as the Chargor)

(作为押记人)

IN FAVOUR OF

向

TSANG CHUN HO ANTHONY

子辰

(as the Chargee)

(作为承押记人)

**SHARE CHARGE
IN RESPECT OF 100 ISSUED SHARES IN
MARS WORLDWIDE HOLDINGS LIMITED**

**股份押记
关于 MARS WORLDWIDE HOLDINGS LIMITED 的
100股已发行股份**

THIS CHARGE is dated 4 September 2025

本押记签订于2025年9月4日

MADE BY:

订立方：

Zephyrus Capital Limited, a company incorporated in Hong Kong with limited liability (company number: 78101777), whose registered office is at Unit 60, 3/F, Yau Lee Center, No. 45 Hoi Yuen Road, Kwun Tong, Hong Kong (the “**Chargor**”)

Zephyrus Capital Limited，一家在香港注册成立的有限公司（公司编号：78101777），其注册办事处位于香港观塘开源道45号有利中心3楼60室（“**押记人**”）

IN FAVOUR OF:

受益人：

Tsang Chun Ho Anthony, holder of Hong Kong Identity Card No. Z363443(5), having his address at Unit A, G/F, Count B, Tower 3, Dragons Range, 33 Lai Ping Road, Shatin, N.T., Hong Kong (the “**Chargee**”).

子辰，香港身份证号码Z363443(5)持有人，地址为 香港新界沙田丽坪路33号玫瑰山月珑阁第3座地下A室（“**承押记人**”）。

WHEREAS:

鉴于：

(A) Mars Worldwide Holdings Limited (the “**Company**”) is a company incorporated in the British Virgin Islands with limited liability. As at the date of this Charge, the Company has an issued share capital of US\$100, divided into 100 shares of US\$1 par value each (the “**Shares**”, collectively, and each a “**Share**”), which is fully paid or credited as fully paid.

Mars Worldwide Holdings Limited（“**公司**”）是一家在英属维尔京群岛注册成立的有限公司。于本押记签署日，公司的已发行股本为100美元，分为100股，每股面值1美元（「**股份**」），该股已全额缴付或记入已缴足。

(B) The Shares (i) were beneficially owned by Ms. Ma Xiaoqiu (the “**Vendor**”) immediately before the completion of the sale and purchase of the Shares under the Sale and Purchase Agreement (as defined below); and (ii) have been beneficially owned by the Chargor immediately upon such completion.

该等股份（i）在《买卖协议》（定义见下文）项下股份转让完成前由马小秋女士（「**卖方**」）实益拥有；及（ii）在该项完成后立即由押记人实益拥有。

(C) By a loan agreement dated 9 June 2023 entered into between the Vendor as borrower and the Chargee as lender (the “**Loan Agreement**”), the Chargee agreed to make

available to the Vendor a loan facility on the terms and conditions set out therein.

根据卖方（作为借款人）与承押记人（作为贷款人）于2023年6月9日订立的贷款协议（「**贷款协议**」），承押记人同意根据该协议所载的条款及条件向卖方提供贷款。

- (D) To secure the Vendor's obligations under the Loan Agreement, the Vendor as mortgagor executed a share mortgage dated 9 June 2023 (the "**Share Mortgage**"), whereby the Vendor charged all the Shares in favour of the Chargee as mortgagor.

为担保卖方在贷款协议项下的责任，卖方作为按揭人于2023年6月9日签立了股份按揭（「**股份按揭**」），卖方据此将所有股份押记给承押记人。

- (E) Following the occurrence of an event of default under the Loan Agreement, the Chargee exercised his rights under the Share Mortgage, including his powers to sell the Shares and to act as attorney of the Vendor pursuant to an irrevocable power of attorney granted therein.

在贷款协议发生违约事件后，承押记人行使其在股份抵押下的权利，包括根据该协议授予的不可撤销授权书出售股份和担任卖方受权人的权力。

- (F) Pursuant to a sale and purchase agreement dated 4 September 2025 entered into among the Vendor, the Chargee as guarantor, and the Chargor as purchaser (the "**Sale and Purchase Agreement**"), all the Shares were sold by the Vendor to the Chargor for a consideration of HK\$54,000,000, of which (i) HK\$5,000,000 was paid by the Chargor in cash upon completion of the sale and purchase of the Shares; and (ii) HK\$49,000,000 was satisfied by the Chargor issuing two promissory notes in favour of the Chargee in the principal amounts of HK\$20,000,000 and HK\$29,000,000, respectively (collectively, the "**Promissory Notes**"). Completion of the sale and purchase of all the Shares took place on the date of this Charge in accordance with the terms and conditions under the Sale and Purchase Agreement.

根据卖方、承押记人（作为担保人）与押记人（作为买方）于2025年9月4日签订的股份买卖协议（「**买卖协议**」），卖方将全部股份以54,000,000港元对价出售给押记人，其中（i）5,000,000港元由押记人于出售股份完成时以现金支付；及（ii）港币49,000,000元由押记人向承押记人签发两张本金额分别为港币20,000,000元及港币29,000,000元的本票（统称为“**本票**”）以作支付。所有股份的买卖均已根据买卖协议的条款及条件于本押记签署日完成。

- (G) Under the Sale and Purchase Agreement, at the request of the Chargee, the Chargor agreed to enter into this Charge and charge the Charged Shares (as defined below) in favour of the Chargee, subject to and upon the terms and conditions set out herein, as security for the Chargor's performance of the obligations under the Promissory Notes. 根据买卖协议，应承押记人的要求，押记人同意签订本押记，并根据本押记规定的条款和条件，以承押记人为受益人的押记股份（定义见下文），作为押记人履行本票项下义务的担保。

NOW THIS CHARGE WITNESSES as follows:

茲立約如下：

1. **INTERPRETATION** 解釋

1.1 Words and expressions defined in this Charge shall, unless otherwise specified, have the same meanings when used herein.

本押記中定義的詞語和表述，除另有說明外，使用時具有相同含義。

1.2 In this Charge (including the Recitals hereto), except where the context otherwise requires:

在本押記（包括序言的陳述）中，除非上下文另有要求：

“**Business Day**” means a day (other than Saturday or Sunday and days on which a tropical cyclone warning No. 8 or above or a “black rainstorm warning signal” is hoisted in Hong Kong at any time between 9:00 a.m. and 5:00 p.m.) on which licensed banks in Hong Kong are open for general banking business;

「**工作日**」指香港持牌銀行開放一般銀行業務的日子（星期六或星期日及香港在上午9：00至下午5：00期間懸掛八號或以上熱帶氣旋警告或「黑色暴雨警告信號」的日子除外）；

“**Charged Shares**” means 100 Shares beneficially owned by the Chargor, including all dividends paid or payable thereon and stocks and shares, rights, monies and property accruing or offered at any time by way of substitution, redemption, bonus, preference, option, exchange, dividend, distribution, scheme of arrangement or organisation or otherwise to the same or in respect thereof;

「**押記股份**」指由押記人實益擁有的100股，包括所有已支付或應付的股息，以及隨時以替代、贖回、紅利、優先權、期權、交換、股息、分派、安排計劃或組織或其他方式或與之有關而产生或發售的股票及股份、權利、款項及財產；

“**Disposition**” means any sale, assignment, exchange, transfer, concession, loan, lease, surrender of lease, tenancy, licence, direct or indirect reservation, waiver, compromise, release, dealing with or in or granting of any option, right of first refusal or other right or interest whatsoever and includes any agreement so to do and “**Dispose**” and “**Disposal**” shall be construed accordingly;

「**處置**」指任何出售、轉讓、交換、轉讓、特許權、借出、租賃、放棄租約、租賃、許可、直接或間接保留、豁免、妥協、解除、處理或授予任何選擇權、優先購買權或其他權利或利益，包括任何如此進行的協議；

“**Encumbrance**” means any mortgage, charge, pledge, lien (otherwise than arising by statute or operation of law), hypothecation or other encumbrance, priority of security interest, deferred

purchase, title retention, leasing, sale-and-repurchase or sale-and-leaseback arrangement whatsoever over or in any property, assets or rights of whatsoever nature and includes any agreement for any of the same and “**Encumber**” shall be construed accordingly;

「**产权负担**」是指任何抵押、押记、质押、留置权（因法规或法律运作而产生的除外）、衡平抵押或其他产权负担、担保权益的优先权、延期购买、所有权保留、租赁、出售和回购或售后回租安排，包括任何相同性质的任何协议；

“**Receiver**” means a receiver and/or manager or other receiver appointed in respect of any or all of the Charged Shares pursuant to this Charge;

「**接管人**」指根据本押记就任何或所有押记股份委任的接管人及/或经理或其他接管人；

“**Secured Obligations**” means any and all obligations and liabilities (whether or not for the payment of money and including any obligation to pay damages for breach of contract) whether certain or contingent which are now or may at any time hereafter be or become due, owing or incurred by the Company and/or the Chargor under or pursuant to the Sale and Purchase Agreement and/or each of the Promissory Notes or otherwise by the Company and/or the Chargor to the Chargee and/or all other obligations hereby secured in all cases whether alone or jointly with any other person, and in whatever style, name or form, and whether as principal or surety and including (without limitation):

「**有抵押债务**」指公司及/或押记人根据或依据《买卖协议》和/或每一张《本票》对承押记人所负的、或可能产生的任何及所有义务与责任（无论是否涉及金钱支付，包括因违约支付损害赔偿的义务），不论是确定的还是或然的，不论是现在已到期或将来到期、应付或产生的，亦不论是以任何名义、名称或形式单独或连带承担，不论是作为主债务人还是保证人，包括（但不限于）：

- (1) all sums of money which may be outstanding and according to the books of the Chargee, payable by the Chargor to the Chargee;
根据承押记人账簿，押记人应付而未付予承押记人的所有款项；
- (2) the principal, interest, fees and all other amounts from time to time payable by the Company and/or the Chargor pursuant to, under or in connection with the Sale and Purchase Agreement and/or each of the Promissory Notes (including this Charge); and
公司及/或押记人根据、依据或与买卖协议和/或每一张本票（包括本押记）相关而应不时支付的本金、利息、费用及其他所有款项；及
- (3) all costs, charges and expenses which may be incurred under or in connection with any other matter arising under or in consequence of this Charge (including legal expenses on a full indemnity basis);
因本押记产生或与之相关的任何其他事项所引致或与之相关的所有成本、收费及开支（包括按全额赔偿基准计算的法律费用）；

“**this Charge**” means this instrument, as originally executed or amended from time to time; and

「**本押记**」指最初签署或不时修订的本文书；和

“**HKS**” mean the lawful currency for the time being of Hong Kong.

「**港币**」指香港当时的法定货币。

1.3 Except to the extent that the context requires otherwise, any reference in this Charge to: 除文意另有所指外，本押记中提及的任何内容均为：

(1) any document shall include that document as in force for the time being and as amended in accordance with the terms thereof or with the agreement of the parties thereto;

任何文件均应包括当时有效的该文件，并根据其条款或经当事方同意修订的版本；

(2) any enactment shall include the same as from time to time re-enacted, amended, extended, consolidated or replaced; and

任何法规应包括其不时重新颁布、修订、扩展、合并或替代的版本；和

(3) a “**person**” includes any individual, company, corporation, firm, partnership, joint venture, association, organisation, unit or trust (in each case, whether or not having separate legal personality).

“人”包括任何个人、公司、法团、商号、合伙企业、合资企业、协会、组织、单位或信托（在每种情况下，无论是否具有独立的法人资格）。

1.4 The headings and table of contents in this Charge are inserted for convenience only and shall be ignored in construing this Charge. Unless the context otherwise requires, references in this Charge to the singular shall include the plural and *vice versa* and references to one gender shall include all genders. Unless otherwise stated, references in this Charge to Clauses are to the clauses of this Charge.

本押记中的标题和目录仅为方便起见而插入，在解释本押记时应予忽略。除非文意另有所指，本押记中提及单数时应包括复数和反之亦然，提及一种性别应包括所有性别。除非另有说明，否则本押记中对条款的引用均指本押记的条款。

2. CHARGING PROVISIONS 押记条款

2.1 In consideration of the Chargee, in his capacity as attorney of the Vendor, agreeing to sell all the Shares to the Chargor and as security for the performance of the obligations of the Chargor under each of the Promissory Notes, the Chargor as legal and beneficial owner hereby charges by way of first fixed charge the Charged Shares to the Chargee as continuing security for the payment and discharge of the Secured Obligations.

作为承押记人以卖方授权代表身份同意将所有股份出售给押记人，并作为押记人根据每一张本票所负义务的履行担保，押记人现以其作为有关押记股份的合法及实益拥有人身份，以第一固定押记的方式，将该等押记股份押予承押记人，以作为持续担保押记人对有抵押债务的支付及履行。

2.2 The Chargor hereby undertakes that it shall upon the execution of this Charge, deliver to the Chargee the following documents:

押记人特此承诺，在执行本押记时，应向承押记人交付以下文件：

- (1) original share certificate(s) in respect of the Charged Shares issued in the name of the Chargor;
以押记人名义发行的押记股份的正本股份证书；
- (2) undated instrument of transfer in respect of the Charged Shares duly executed in blank by the Chargor;
由押记人正式签署的空白且未注明日期的押记股份转让文书；
- (3) undated written resolutions of the director(s) of the Company approving the transfer of the Charged Shares;
公司董事批准转让押记股份的未注明日期的书面决议；
- (4) dated letter of authority signed by the Chargor to authorise the Chargee to date the instrument of transfer, the resignation letters of the directors of the Company, the declaration of the Chargor, the irrevocable appointment of proxy and irrevocable power of attorney and the board resolutions referred to in sub-paragraphs (2), (3), (4), (6) and (7);
由押记人签署的授权书（注明日期），授权承押记人注明转让文书、公司董事辞职信、押记人的声明、不可撤销的委任代表及不可撤销的授权书，以及第（2）、（3）、（4）、（6）及（7）款所述的董事会决议的日期；
- (5) undated declaration of the Chargor that there is no loss of the certificate(s) as referred to in sub-paragraph (1) above;
押记人未注明日期的声明，表明上文第（1）项所述证书没有丢失；
- (6) executed but undated irrevocable appointment of proxy and irrevocable power of attorney made in respect of the Charged Shares for all shareholders' meetings and written resolutions of the Company; and
就公司所有股东大会及书面决议就押记股份签立的已签署但未注明日期的不可撤销代表委任及不可撤销授权书；和
- (7) [Intentionally deleted].

[故意删除]。

2.3 The Chargor hereby undertakes that upon receipt of any further shares or securities of the Company or any dividends, rights, monies or property accruing or offered in respect of the Charged Shares or other securities of the Company, it shall be included in the first fixed charge hereby created, and it shall deliver the original share certificate(s) of such further shares or securities of the Company to and deposit the relevant instruments of transfer in favour of the Chargee or any one or more of its nominees, or other applicable instrument of transfer acceptable to the Chargee, all duly executed or if required by the Chargee, in such form that the Chargee may complete the due execution thereof (which completion on behalf of the Chargor, the Chargor hereby expressly authorises and ratifies) with the Chargee or its nominee. 押记人特此承诺，在收到公司的任何进一步股份或证券，或就公司的押记股份或其他证券应计或发售的任何股息、权利、款项或财产时，应将其计入特此设立的第一笔固定押记中，并应将该等进一步股份或证券的原始股票交付给承押记人或其一名或多名提名人，并将相关的转让文件或承押记人接受的其他适用转让文件存入承押记人或其提名人，所有转让文件均应正式签署，或如果承押记人要求，相关文件应按承押记人可代为完成正式签署（押记人特此明确授权和批准承押记人完成该签署）。

3. FILINGS AND REGISTRATIONS 备案和注册

3.1 The Chargor shall procure the following annotation be entered on the register of members of the Company (the “**Register of Members**”) maintained by the Company within ten (10) Business Days after execution of this Charge:

押记人应在本押记签署后十（10）个工作日内，在公司股东名册（「**股东名册**」）中作如下批注：

“The 100 ordinary shares registered in the name of ZEPHYRUS CAPITAL LIMITED is charged in favour of TSANG CHUN HO ANTHONY pursuant to a share charge dated 4 September 2025, as amended from time to time. The date on which this annotation was entered in the Register of Members is [date]”.

“以 ZEPHYRUS CAPITAL LIMITED 名义登记的 100 股普通股已根据 2025 年 9 月 4 日的股份押记（经不时修订）抵押给子辰。本批注于[日期]录入股东名册。”

3.2 The Chargor shall, within thirty (30) Business Days from execution of this Charge, provide the Chargee with a certified true copy of the Register of Members with the annotation referred to in Clause 3.1.

押记人应在本押记执行后三十（30）个工作日内向承押记人提供一份经核证的股东名册副本，并附有第 3.1 条中提及的批注。

4. REPRESENTATIONS AND WARRANTIES 陈述和保证

4.1 The Chargor hereby represents and warrants to the Chargee as follows:

押记人特此向承押记人声明并保证如下：

- (1) it has full power, authority and right to charge the Charged Shares in the manner provided in this Charge free from all Dispositions and Encumbrances;
它拥有完全的权力、权限和权利以本押记中规定的方式收取押记股份，不受任何处置和产权负担；
- (2) all necessary actions and authorisations under its constituent documents or, as the case may be, the laws and regulations governing its organisation and existence for it to enter into this Charge and to perform its obligations hereunder have been taken and obtained;
已根据其组成文件或管辖其组织和存在的法律和条例（视情况而定）采取并获得所有必要行动和授权，以便其签订本押记并履行其在本押记项下的义务；
- (3) the execution, delivery and performance of this Charge by it will not violate in any respects any provisions of (a) any law or regulation or any order or decree of any governmental agency or court to which it is subject; or (c) any mortgage, charge, deed, contract or other undertaking or instrument to which it is a party or which is binding upon its assets, and the execution, delivery and performance of this Charge will not result in the creation or imposition of, or any obligation to create or impose, any Encumbrance on any of its assets save and except the Encumbrance created hereunder;
其执行、交付和履行本押记在任何方面均不违反以下任何规定：（a）任何法律或法规，或其所服从的任何政府机构或法院的任何命令或法令；或（b）其作为一方或对其资产具有约束力的任何抵押、押记、契约、合同或其他承诺或文书，并且本押记的执行、交付和履行不会导致对其任何资产设定或施加任何产权负担，或设定或施加任何产权负担的义务，但根据本押记设立的产权负担除外；
- (4) all governmental or other authorisations, approvals and consents required for or in connection with the execution, validity, enforceability or admissibility in evidence of this Charge have been obtained and all such authorisations, approvals and consents are in full force and effect;
已获得本押记的执行、有效性、可执行性或可接纳性所需的所有政府或其他授权、批准和同意，并且所有此类授权、批准和同意均完全有效；
- (5) this Charge constitutes its legal, valid and binding obligations and enforceable in accordance with its terms;
本押记构成合法、有效和具有约束力的义务，并可根据其条款强制执行；

- (6) in any proceedings in relation to this Charge taken in the country of its incorporation and the relevant jurisdiction where it carries on its business or has assets, the choice of Hong Kong law should be recognised and enforced;
在公司注册成立的國家及其經營業務或擁有資產的相關司法管轄區進行與本押記有關的任何法律程序中，香港法律的選擇應得到承認和執行；
- (7) it is generally subject to civil and commercial law and to legal proceedings and neither it nor any of its assets or revenues is entitled to any immunity or privilege (sovereign or otherwise) from any set-off, judgment, execution, attachment or other legal process;
它通常受民事和商業法律的約束，它或其任何資產或收入均無權享有任何抵銷、判決、執行、扣押或其他法律程序的任何豁免或特權（主權或其他）；
- (8) no litigation, arbitration or administrative proceeding is currently taking place or pending or threatened against the Chargor or its assets which if adversely determined would have a material adverse effect on the ability of the Chargor to perform its obligations under this Charge; and
目前沒有針對押記人或其資產的訴訟、仲裁或行政程序正在發生或懸而未決或受到威脅，且這些訴訟、仲裁或行政程序若被認為不利於抵記人履行其在本抵押項下的義務的能力，將產生重大不利影響；和
- (9) the facts stated in the Recitals are true and correct in all respects; and
序言中陳述的事實在各方面都是真實和正確的；和
- (10) it shall not sell, transfer, assign or otherwise dispose of, or agree to sell, transfer, assign, grant or agree to grant any share options in respect of, or otherwise dispose of, the shares of Carry Wealth Holdings Limited (stock code: 00643.HK) held by the Company.
它不會出售、轉讓或以其他方式處置，或同意出售、轉讓、授予或同意授予任何購股權，或以其他方式處置公司所持有恒富控股有限公司（股份代號：00643.HK）的股份。

4.2 The Chargor further represents and warrants to the Chargee that so long as part of the Secured Obligations remains outstanding, each of the representations and warranties set out in Clause 4.1 will be correct and complied with in all respects.

押記人進一步向承押記人聲明並保證，只要部分擔保債務仍未償還，第 4.1 條中規定的每項陳述和保證將在所有方面正確並得到遵守。

5. GENERAL COVENANTS 一般契約

5.1 The Chargor hereby covenants with the Chargee that so long as part of the Secured Obligations remains outstanding, it will:

押记人特此与承押记人约定，只要部分担保债务仍未偿付，它将：

- (1) warrant and defend its title to and the security interest in the Charged Shares hereby created in favour of the Chargee against any and all claims of all persons whomsoever;
保证并捍卫其对特此设立的以承押记人为受益人的押记股份的所有权和担保权益，使其免受任何人的任何和所有索赔；
- (2) procure that at all times the Charged Shares are free from any restrictions on transfer;
确保押记股份在任何时候都不受任何转让限制；
- (3) duly perform, observe and comply with its obligations hereunder in all respects and in accordance with all laws and regulations applicable to the transactions contemplated hereby;
根据适用于本押记预期交易的所有法律和法规，在所有方面适当履行、遵守和遵守其在本押记项下的义务；
- (4) advise the Chargee in writing upon becoming aware of the occurrence of any event or any material adverse factor which may inhibit the Chargor in the performance of its obligations hereunder;
在知悉到可能妨碍押记人履行本押记项下义务的任何事件或任何重大不利因素的发生后，以书面形式通知承押记人；
- (5) within three (3) Business Days upon becoming aware inform the Chargee of the occurrence of any breach or non-performance of the Secured Obligations;
在知悉后三（3）个工作日内，将担保债务的任何违约或不履行情况通知承押记人；
- (6) obtain and maintain all authorisations, approvals and consents to ensure that this Charge is and will remain in full force and effect and take immediate steps to obtain and thereafter maintain in full force and effect any other authorisations which may become necessary for the purposes stated herein;
获得并维持所有授权、批准和同意，以确保本押记现在和将来仍然完全有效，并立即采取措施获得并随后保持为实现本押记所述目的而可能需要的任何其他授权；
- (7) ensure that at all times the claims of the Chargee against the Chargor hereunder will rank first in priority of payment and security against the claims of all its

creditors;

确保本押记项下承押记人对押记人的债权在任何时候都在受偿及担保方面始终优先于所有债权人的债权；

- (8) within three (3) Business Days notify the Chargee of any notice or communication relating to this Charge, which may adversely affect the rights of the Chargee under the Sale and Purchase Agreement as and when the Chargor receives the same; and

在押记人收到任何与本抵押相关的通知或通讯后，应在三个（3）个工作日内通知承押记人，此类通知或通讯可能对承押记人在买卖协议项下的权利产生不利影响；和

- (9) do or permit to be done everything which the Chargee may reasonably require to be done for the purpose of enforcing the Chargee's rights hereunder and will allow the name of the Chargor to be used as and when required by the Chargee for that purposes.

为执行承押记人在本押记项下的权利而合理要求进行的一切，并允许在承押记人為此目的要求时使用押记人的姓名。

5.2 The Chargor further covenants with the Chargee that so long as any part of the Secured Obligations remains outstanding, without the prior written consent of the Chargee, it will not: 押记人还与承押记人约定，只要担保债务的任何部分仍未偿付，未经承押记人事先书面同意，押记人将不会：

- (1) dispose of, create or permit to arise or subsist any Encumbrance over the Charged Shares or any part thereof or the equity of redemption thereof under this Charge; nor

处置、设定或允许产生或存在对押记股份或其任何部分或根据本押记赎回权益的任何产权负担；也不

- (2) permit or agree to any variation of the rights attaching to the Charged Shares.

允许或同意对押记股份所附带的权利进行任何变更。

6. DIVIDENDS AND INTEREST 股息和利息

6.1 Any dividends, payments, interest or other amounts on or with respect to the Charged Shares shall be paid to the Chargee upon the security hereby constituted becoming enforceable and, shall be applied by the Chargee in discharge of the Secured Obligations and if received by the Chargor shall be paid over to the Chargee upon receipt and until such payment shall be held by the Chargor in trust for the Chargee.

押记股份的任何股息、付款、利息或其他金额应在担保义务具有可执行性时支付给承押记人，如果押记人收到，则应在收到后支付给承押记人，直到押记人为承押记人以

信托方式持有该付款。

6.2 Until the security hereby constituted becomes enforceable, the Chargor or its nominee shall at any time at the discretion of the Chargor exercise any voting rights in respect of the Charged Shares to the exclusion of the Chargee provided that any such exercise will not contravene any provision of this Charge or prejudice the interest of the Chargee in the Charged Shares.

在担保义务具有可执行性之前，押记人或其代名人应随时自行决定就押记股份行使任何投票权，前提是任何此类行使不会违反本押记的任何规定或损害承押记人在押记股份中的权益。

6.3 Upon the security becoming enforceable and at any time thereafter, the Chargee or its nominee may (to the entire exclusion of the Chargor) at any time at the discretion of the Chargee exercise any voting rights in respect of the Charged Shares and all powers or rights given to trustees by sub-sections (4) and (5) of section 11 of the Trustee Ordinance (Chapter 29 of the Laws of Hong Kong) in respect of securities subject to a trust and all powers or rights which may be exercised by the person in whose name the Charged Shares is registered.

当证券成为可强制执行时及其后任何时间，承押记人或其代名人可随时酌情决定（完全排除押记人）行使就押记股份行使任何投票权，以及《受托人条例》（香港法例第29章）第11条第（4）及（5）款赋予受托人就证券标的物行使的所有权力或权利。信托以及押记股份登记人可能行使的所有权力或权利。

7. ENFORCEMENT OF SECURITY 强制执行股票

7.1 The Chargee shall be entitled to declare all or any part of the security hereby created immediately enforceable on or at any time or times upon breach by the Chargor of any of its representations, warranties, undertakings or obligations under this Charge or any breach or non-performance of the Secured Obligations.

一旦押记人违反其在本押记项下的任何陈述、保证、承诺或义务，或违反或不履行担保债务时，承押记人有权宣布在担保义务的全部或任何担保可立即执行。

7.2 Upon the security hereby constituted becoming enforceable and at any time thereafter, the Chargee may without prejudice to any of its rights under this Charge, to the exclusion of the Chargor, and without any notice to or further consent or concurrence by the Chargor exercise all rights and enjoy all benefits attaching to the Charged Shares as if it were a sole beneficial owner thereof including without limitation the right to vote and to receive dividends. 在担保义务具有可执行性后，在此后的任何时间，承押记人可以在不影响其在本押记项下的任何权利的情况下，在不包括押记人的情况下，行使所有权利并享受附加于被抵押股份的所有利益，如同它是其唯一实益拥有人一样，包括但不限于投票权和接受权股息。

7.3 Upon the security hereby constituted becoming enforceable after the Chargee has given

to the Chargor a notice of its intention to dispose of the Charged Shares, the Chargee shall be entitled to dispose of or appropriate to its own use and benefit (the last mentioned being treated as a sale at fair market value less costs incurred in such sale) the Charged Shares or any part thereof (provided that if it is by way of a judicial sale, the Chargee or its nominee may obtain leave to bid) by such method, upon such terms and for such consideration (whether payable or deliverable immediately or by instalments) as the Chargee may in its absolute discretion determine with power to postpone any such Disposition and in any such case the Chargee may exercise any and all rights attaching to the Charged Shares as it in its discretion may determine and without being answerable for any loss occasioned by such Disposition or resulting from postponement thereof or the exercise of such rights. The Chargor shall not have any claim against the Chargee or its nominee in respect of any loss arising out of any such sale or any postponement thereof howsoever caused and whether or not a better price could or might have been obtained upon the sale of the Share or any of them by deferring or advancing the date of such sale.

在本押记设立的担保成为可执行且承押记人已向押记人发出拟处置押记股份的通知后，承押记人有权通过其绝对酌情决定的方式、条款和对价（无论立即支付/交付或分期支付/交付）处置或将押记股份或其任何部分自行使用并获益（后者视为按公平市场价值减去相关销售成本的出售）。（如通过司法出售，承押记人或其指定人可获准参与竞买）承押记人有权推迟任何该等处置，并可行使其酌情决定权行使与押记股份相关的任何及所有权利，且无需对因该等处置、推迟或权利行使造成的任何损失负责。押记人不得就任何该等出售或推迟导致的任何损失（无论何种原因引起，亦无论通过推迟或提前出售日期是否可获得更优价格）向承押记人或其指定人提出任何索赔。

7.4 All monies received by the Chargee in respect of the Disposition by it of the Charged Shares or any part thereof or otherwise howsoever arising out of the exercise by the Chargee of its power hereunder shall be applied in or towards payment of the Secured Obligations in such order as the Chargee deems fit. If such proceeds are insufficient to discharge the Secured Obligations in full, then nothing contained in this Charge shall prejudice the rights of the Chargee against the Company or its subsidiaries or any other person under this Charge in respect of such deficiency. In connection with any proposed Disposition, the Chargor hereby waives all rights to confidentiality in respect of the Shares or business of the Company and its subsidiaries.

承押记人就其处置押记股份或其任何部分或因承押记人行使本押记项下的权力而产生的其他方式收到的所有款项，均应按承押记人认为合适的顺序用于支付担保债务。如果此类收益不足以完全清偿有担保债务，本押记任何内容不得损害承押记人就该等差额对公司或其子公司或任何其他人的权利。就任何拟议的处置而言，押记人特此豁免与公司及其子公司的股份或业务有关的所有保密权。

7.5 For the purpose of assisting the Chargee in the exercise of any rights conferred by this Clause 7, the Chargor hereby covenants that it will execute such instruments of transfer, proxies and other documents as the Chargee may reasonably require and will procure the registration of transfers of the Charged Shares and the entry of the Chargee or such persons it may appoint

in the Register of Members as the holder of the Charged Shares and give all necessary assistance to the Chargee in arranging the registration of the transfer of the Charged Shares to the Chargee or such persons it may appoint in the books of the Company and the entry of the Chargee or such persons it may appoint in the Register of Members as the holder of the Charged Shares.

为了协助承押记人行使本第 7 条赋予的任何权利，押记人特此承诺，它将签署承押记人可能合理要求的转让文书、委托书和其他文件，并将促使承押记人或其 在股东名册中指定为押记股份持有人的登记并向承押记人提供一切必要的协助，以安排将押记股份转让给承押记人或其 在公司账簿中指定的人，以及承押记人或其 在股东名册中指定的人作为押记股份持有人的登记。

7.6 Without prejudice to any rights of the Chargee under this Charge, upon the security becoming enforceable and at any time thereafter, the Chargee may, by deed, or otherwise in writing signed by the Chargee or any person authorised for this purpose by the Chargee, appoint one or more persons to be a Receiver of the Charged Shares and may from time to time fix his or their remunerations. The Chargee may similarly remove any Receiver so appointed and appoint any person as additional or replacement Receiver(s). If the Chargee appoints more than one person as Receiver, the Chargee may give those persons power to act either jointly or severally or jointly and severally.

在不影响承押记人在本押记项下的任何权利的情况下，在担保可执行时及其后任何时间，承押记人可通过契据或由其或获授权人士签署的其他书面形式，委任一名或多于一名人士为被押记股份的接管人，并可不时厘定其薪酬。承押记人可同样罢免任何如此指定的接管人，并任命任何人为额外或替代接管人。如果承押记人指定不止一人为接管人，则承押记人可以授予这些人共同或单独或共同和个别行事的权力。

7.7 Any Receiver appointed pursuant to Clause 7.6 shall have, in relation to the Charged Shares in respect of which it is appointed:

根据第 7.6 条委任的任何接管人，就其获委任的押记股份而言，应拥有：

- (a) the rights, powers, discretions, privileges and immunities conferred on mortgagors, mortgagees in possession and/or receivers by any applicable law; 适用法律授予抵押人、管有承押记人及/或接管人的权利、权力、酌情权、特权及豁免；
- (b) 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 (including without limitation the right, in relation to the Company whose shares, ownership interests or other securities are charged pursuant to this Charge, to concur or participate in any of the matters specified in Clause 7.2, in each case in such manner and on such terms as such Receiver may think fit, and the proceeds of any such action shall form part of the Charged Shares); 绝对拥有人的权力和权利，以及做或不做任何押记人本身可以做或不做

的事情的权力（包括但不限于就根据本押记收取股份、拥有权权益或其他证券被押记的公司，按接管人认为适当的方式和条款同意或参与第7.2条列明的任何事项，该等行为收益构成押记股份的一部分）；

- (c) the powers and rights conferred on the Chargee; and
赋予承押记人的权力和权利；和
- (d) the powers and rights set out in Schedule 1.
附表1所载的权力及权利。

7.8 Each Receiver shall in the exercise of such Receiver's rights, powers, discretions, privileges and immunities conform to the directions and regulations from time to time given or made by the Chargee.

每个接管人在行使该接管人的权利、权力、酌情权、特权和豁免权时，均应遵守承押记人不时发出或作出的指示和规定。

7.9 Any Receiver shall be the agent of the Chargor for all purposes. The Chargor alone shall be responsible for each Receiver's contracts, engagements, acts, omissions, defaults and losses and for liabilities incurred by that Receiver, except for the gross negligence or wilful default of that Receiver.

任何接管人均应为押记人的代理人。押记人应单独对每个接管人的合同、约定、作为、不作为、违约和损失以及该接管人产生的责任负责，但该接管人的重大过失或故意违约除外。

7.10 The Chargee may determine the remuneration of any Receiver and any maximum rate specified in any applicable legislation shall (to the extent capable of being excluded) not apply. The Chargee may direct payment of that remuneration out of moneys such Receiver receives in its capacity as such. The Chargor alone shall be liable for the remuneration and all other costs, losses, liabilities and expenses of any Receiver.

承押记人可决定任何接管人的报酬，而任何适用法例规定的任何最高费率（在可排除的范围内）均不适用。承押记人可指令从接管人收取的款项中支付该报酬。押记人应单独承担任何接管人的报酬和所有其他成本、损失、责任和开支。

7.11 Neither the Chargee nor any Receiver shall be liable for any losses, involuntary or otherwise, which arise in the exercise by the Chargee or such Receiver of its powers under this Charge.

承押记人或任何接管人均不对承押记人或该接管人因行使本押记项下的权力而产生的任何非自愿或其他损失承担责任。

7.12 Any rights conferred by this Charge upon a Receiver may be exercised by the Chargee while the security is enforceable, whether or not the Chargee shall have taken possession or

appointed a Receiver of any or all of the Charged Shares.

担保可执行期间，无论承押记人是否已占有或委任押记股份的接管人，均可行使本押记授予接管人的任何权利。

7.13 Each of the Chargee and any Receiver may delegate in any manner to any person any rights exercisable by it under this Charge. Any such delegation may be made upon such terms and conditions (including power to sub-delegate) as the Chargee or, as the case may be, such Receiver thinks fit.

各承押记人及任何接管人均可以任何方式将其根据本押记可行使的任何权利转授予任何人。任何此类授权均可根据承押记人或该接管人（视情况而定）认为合适的条款和条件（包括分授权权）进行。

8. THIRD PARTIES DEALING WITH THE CHARGE **与承押记人进行交易的第三方**

8.1 The Chargor agrees that, upon any Disposal of the whole or any part of the Charged Shares or rights which the Chargee shall make or purport to make under this Charge, a statement in writing signed by any director, officer or manager for the time being of the Chargee that the security constituted hereby is enforceable and that the power of sale has become exercisable shall be conclusive evidence of the fact in favour of any purchaser or other persons to whom the Charged Shares or rights may be transferred. The purchaser or other person will take the Charged Shares or rights free of any right of the Chargor or any person claiming under it and the Chargor hereby undertakes to fully indemnify the Chargee and keep the Chargee fully indemnified against any claim which may be made against the Chargee by such purchaser or such other person by reason of any defect in its title to the Charged Shares or other rights.

押记人同意，在承押记人根据本押记对押记股份或其任何部分或相关权利进行或拟进行任何处置时，承押记人现任任何董事、高级职员或经理签署的书面声明（声明本押记设立的担保已可执行且出售权已可行使），对任何受让押记股份或权利的购买方或其他人士构成该事实的最终证据。购买方或其他人士取得的押记股份或权利应不受押记人或其权利继承人的任何权利限制，且押记人特此承诺就因押记股份或其他权利的所有权瑕疵导致承押记人可能遭受的索赔，向承押记人提供全额赔偿并持续保持足额赔偿保障。

8.2 Upon any Disposition of the Charged Shares or any part thereof under Clause 7.3, the purchaser shall not be bound to see or enquire whether the power of Disposition of the Chargee has arisen in the manner herein provided and the Disposition shall be deemed to be within the power of the Chargee and the receipt of the Chargee for the purchase money shall effectively discharge the purchaser who shall not be concerned or be in any way answerable therefor.

根据第7.3条对押记股份或其任何部分进行处置时，购买方无义务核实承押记人的处置权是否已按本押记规定产生，该处置应视为在承押记人权限范围内，且承押记人就购买价款出具的收据即有效解除购买方责任，购买方无需对此承担任何关注或问责义务。

9. FURTHER ASSURANCE 进一步保证

9.1 The Chargor agrees, at its own costs and expenses, to execute and do all assurances, acts, deeds and things as the Chargee may reasonably require, and procure other interested parties so to do, for protecting or perfecting the security over all or any part of the Charged Shares or for facilitating the realisation of all or any part of the Charged Shares and the exercise of all powers, rights, remedies, authorities and discretions vested in the Chargee. The Chargor shall, in particular, execute all transfers and assurances of all or any part of the Charged Shares whether to the Chargee or to its nominees or purchasers and give all notices, orders and directions which the Chargee may think expedient.

押记人同意自行承担成本及开支，执行及执行承押记人合理要求的所有保证、行为、契约及事项，并促使其他利害关系人这样做，以保护或完善全部或任何部分押记股份的担保，或促进全部或任何部分押记股份的变现及行使所有权力，赋予承押记人的权利、补救措施、权力和自由裁量权。特别是，押记人应执行全部或任何部分押记股份的所有转让和保证，无论是向承押记人还是其代名人或购买人，并发出承押记人可能认为适当的所有通知、命令和指示。

10. POWER OF ATTORNEY 委托书

10.1 As continuing security for the discharge of the Secured Obligations and the performance of its obligations hereunder, the Chargor hereby irrevocably appoints the Chargee, the Receiver and any officer from time to time nominated by the Chargee, each with full power of substitution and each with full power to act alone, to be its attorneys and in its name and on its behalf to sign, seal and deliver or otherwise execute and do all such assurances, deeds, acts, documents and things (whether as their own act or deed or otherwise) which, in the opinion of the Chargee, it should execute or do pursuant to any of the terms of this Charge or for the purpose of giving the Chargee the full benefit of this Charge and the security hereby created and generally to use its name in the exercise of all or any of the powers conferred on the Chargee hereunder.

作为履行担保债务和履行其在本押记项下义务的持续担保，押记人特此不可撤销地任命承押记人、接管人和承押记人不时提名的任何高级职员，每人均拥有完全的替代权，并拥有单独行事的全部权力，担任其受权人，并以其名义并代表其签署，盖章、交付或以其他方式执行和执行所有此类保证、契约、行为、文件和事物（无论是作为其自身的行为或契约或其他方式），为承押记人实现本押记及所设担保的全部权益，并在行使本押记授予承押记人的所有或任何权力时使用押记人名称。

10.2 The Chargor hereby ratifies and confirms and covenants to ratify and confirm whatever such attorneys shall lawfully do or cause to be done by virtue of Clause 10.1.

押记人特此批准并确认并承诺批准和确认各代理人根据第 10.1 条合法实施或促使实施的任何事情。

11. RELEASE 解除担保

11.1 As soon as reasonably practicable after the discharge of the Secured Obligations (including provision for contingent liabilities in such manner and of such amount as may be determined by the Chargee in its absolute discretion) and all obligations and liabilities under this Charge but subject to the rights of any other person which have arisen as a result of the exercise by the Chargee of any of its powers, rights and remedies hereunder and the rights of any third party, the Chargee shall take all steps that may be necessary to release and discharge the Charged Shares from the security hereby created and where appropriate, transfer the Charged Shares to the Chargor or as the Chargor may direct and release the Chargor from the terms of this Charge.

在履行有担保债务（包括承押记人绝对酌情决定的或有负债安排）以及本押记项下的所有义务和责任后（但须受承押记人行使其任何权力而产生的任何其他人的权利的约束），在合理切实可行的情况下承押记人应尽快采取一切必要措施，解除押记股份的担保权益，并在适当情况下将押记股份转让给押记人，或按照押记人的指示将押记股份转让给押记人，并解除押记人本押记的条款。

11.2 Any release, discharge or transfer as mentioned in Clause 11.1 shall be in such form as the Chargee shall approve and shall be made at the cost and expense of the Chargor. On any release of any of the Charged Shares, the Chargee shall return the identical securities which were deposited, lodged, held or transferred.

第 11.1 条中提到的任何解除、释放或转让应采用承押记人批准的形式，并应由押记人承担费用。在释放任何押记股份时，承押记人应归还已存入、存档、持有或转让的相同证券。

11.3 Any release, discharge or settlement between the Chargor and the Chargee shall be conditional upon no security, disposition or payment to the Chargee by the Chargor or any other persons being avoided or reduced pursuant to any reason or ground whatsoever including without limitation any provisions or enactments relating to bankruptcy, liquidation or insolvency and in the event of any such avoidance or reduction, the Chargee shall be entitled to enforce the provisions of this Charge against the Chargor subsequently as if such release, discharge or settlement had not occurred.

任何解除或结算均附条件：若因破产/清算等规定导致担保处置或付款被撤销或削减，承押记人有权恢复执行本押记条款，视同未发生解除。

11.4 Clause 11.1 shall apply only in respect of such number of the Charged Shares as remains after the exercise of the rights, powers and remedies of the Chargee in the event of the security conferred by this Charge becoming enforceable and shall not in any way restrict or be construed so as to restrict such rights, powers and remedies.

第11.1条仅适用于在本押记赋予的担保可执行的情况下，承押记人行使权利、权力和补救措施后剩余的押记股份数量，并且不得以任何方式限制或解释为限制此类权利，

权力和补救措施。

12. NATURE OF SECURITY 担保性质

12.1 The security created by this Charge is in addition to and not in substitution for and shall not in any way affect or be affected by any other security or guarantee which the Chargee may now or at any time hold or take from the Chargor or any other person in respect of the Secured Obligations and the obligations and liabilities under this Charge.

本押记设立的担保具有补充性而非替代性，且不影响亦不受承押记人现有或将来可能持有的其他担保（无论该等担保系由押记人或任何其他人就担保义务及本押记项下责任所提供）的影响。

12.2 The security created by this Charge shall not be considered satisfied or discharged by any intermediate payment or satisfaction of the whole or part of the Secured Obligations but shall be a continuing security and shall extend to cover any sum which shall for the time being constitute the balance due or expressed to be due from the Chargor to the Chargee in respect of the Secured Obligations.

本押记设立的担保不因任何部分清偿或中间支付而解除，应为持续性担保，并延伸涵盖押记人当前及此后对承押记人所负担担保义务的任何未清偿余额。

12.3 For the purpose of enabling the Chargee to sue or claim from the Chargor the full amount of the Secured Obligations and the obligations and liabilities of the Company or to preserve intact the liability of the Company or any other person, the Chargee may at any time place and keep for such time as it may think prudent any amounts received, recovered or realised under this Charge or as a result of the exercise of any right conferred herein to and in a separate or suspense account to the credit of the Chargor or of such other person or transaction as it shall in its unfettered discretion think fit.

为保障承押记人能够向承押记人起诉或向押记人追索担保义务的全部金额及公司责任之权利，或完整地保留公司或任何其他人的责任，承押记人可随时将根据本押记或因行使本押记赋予的任何权利而收回的任何金额，存入一个单独或暂记账户，记入押记人或根据其自行判断认为合适的其他人员或交易的贷方。

13. MISCELLANEOUS 杂项

13.1 This security and the rights of the Chargee hereunder shall not be affected by any act, omission, fact, circumstance, matter or thing which, but for this provision, might operate to release or otherwise exonerate the Chargor from its obligations hereunder, including, without limitation, and whether or not known to the Chargee:

本担保和承押记人在本押记项下的权利不受任何作为、不作为、事实、情况、事项或事物的影响，除非本条款外，这些行为、不作为、事实、情况、事项或事物可能会免除或以其他方式免除押记人在本押记项下的义务，包括但不限于，无论承押记人是否知道：

- (1) any time or indulgence granted to the Chargor or any other person;
授予押记人或任何其他人的任何时间或宽限;
- (2) the taking, variation, compromise, renewal or release of, or refusal or failure to perfect or enforce or realise any rights, remedies or securities against the Chargor or any other person;
取得、更改、妥协、续期或解除，或拒绝或未能完善或执行或实现针对押记人或任何其他人的任何权利、补救措施或证券;
- (3) any want of authority by any person purporting to act on behalf of the Chargor or any other person;
任何声称代表押记人或任何其他行事的人缺乏授权;
- (4) any amendment to, or variation of the terms of this Charge;
对本押记条款的任何修订或更改;
- (5) the Chargor or any other person not being or ceasing to be legally liable for discharging any obligation or liability undertaken or purported to be undertaken on its behalf;
押记人或任何其他人在没有或不再对履行代表其承担或声称承担的任何义务或责任承担法律责任;
- (6) the illegality, invalidity or unenforceability of or any defect in any provision of this Charge;
本押记的任何条文的非法性、无效性或不可执行性或任何缺陷;
- (7) the lapse or expiry of applicable limitation period;
适用时效期的已过或届满;
- (8) the absorption, amalgamation, reconstruction or reorganisation or other change in the constitution of the Company or any other person;
公司或其他人的架构重组、吸收、合并、重整或章程的其他变更;
- (9) the winding-up, liquidation or dissolution of the Company, the Chargee, the Chargor or any other person;
公司、承押记人、押记人或任何其他人的清盘、清算或解散;
- (10) any other act, omission, event of thing whatsoever which but for this provision would or might afford an equitable defence to a surety or otherwise operate to discharge, impair or affect the obligations or liabilities of the Chargor hereunder.
除本条文外，将或可能为押记人提供衡平法抗辩，或以其他方式履行、

损害或影响押记人在本押记项下的义务或责任的任何其他作为、不作为、事件。

13.2 This Charge shall continue to be effective or, as the case may be, shall be reinstated if at any time payment of any sums paid to the Chargee or hereunder must be rescinded or otherwise repaid or restored by the Chargee upon the bankruptcy, liquidation, reorganisation or otherwise of the Chargor (whether as a fraudulent preference or otherwise).

本押记应持续有效，或在下列情形下（视具体情况而定）应自动恢复效力：若因押记人破产、清算、重组或其他类似情形（无论是否构成欺诈性优惠转让），导致承押记人必须撤销、返还或恢复根据本押记已支付的任何款项。

13.3 For the purpose of discharging any Secured Obligations or of paying any moneys into a suspense account, the Chargee may convert any moneys received, recovered or realised by the Chargee under or pursuant to this Charge from their existing currency of denomination into the currency of the Secured Obligations and any such conversion shall be made at the open market selling rate of exchange for the currency of the Secured Obligations against the existing currency.

为清偿任何担保债务或将任何款项支付到暂存账户，承押记人可将承押记人根据本押记收取、收回或变现的任何款项从其现有面额货币兑换成有担保债务的货币，任何此类兑换均应按担保债务货币兑现有货币的公开市场卖出汇率进行。

13.4 No payment to the Chargee under this Charge pursuant to any judgment or order of any court or otherwise shall operate to discharge any obligation or liability of the Chargor in respect of which it was made unless and until payment in full shall have been received in the currency in which such obligation or liability was incurred. To the extent that the amount of any such payment shall, on actual conversion into such currency, fall short of the amount of such obligation or liability expressed in that currency, the Chargee shall have a further separate cause of action against the Chargor for the recovery of the amount of the shortfall.

根据任何法院的任何判决或命令或其他方式向承押记人支付的任何款项均不得解除押记人所承担的任何义务或责任，除非且直到以产生此类义务或责任时的货币收到全额付款为止。如果任何此类付款的金额在实际折算成该货币时低于以该货币表示的此类义务或责任的金额，则承押记人应对押记人提出进一步的单独诉讼，要求追回差额。

13.5 The Chargor undertakes on demand fully and effectually to indemnify and at all times keep indemnified the Chargee against any claim, demand, action, proceeding, liability, loss, damage, penalty, interest, cost, charge or expense, legal or otherwise, taken, made, threatened, sustained or incurred by or against the Chargee for anything done, permitted or omitted in the exercise or purported exercise of any of the powers of the Chargee or the Receiver under or pursuant to this Charge.

押记人承诺一经要求即须全面有效地作出赔偿，并须持续保持承押记人获得充分赔偿，使其免受因承押记人或接管人根据或依据本押记行使或声称行使任何权力时所作、所允许或所遗漏的任何行为，而引致或针对承押记人提出的任何申索、要求、诉讼、法

律程序、责任、损失、损害、罚款、利息、费用、收费或开支（包括法律费用及其他费用）的影响。

13.6 Save as may be expressly provided herein to the contrary, time is of the essence of this Charge. No failure or delay on the part of the Chargee to exercise any power, right or remedy under this Charge shall operate as a waiver thereof nor shall a waiver by the Chargee of any particular default by the Chargor affect or prejudice the power, right or remedy of the Chargee in respect of any other default or any subsequent default of the same or a different kind nor shall any single or partial exercise by the Chargee of any power, right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other power, right or remedy. The powers, right and remedies provided in this Charge are not exclusive of any power, right and remedies but are cumulative and in addition to every other power, right and remedy now or hereafter existing at law, in equity, by statute or contract or otherwise.

除非本押记中明确规定相反，否则时间是本押记的本质。承押记人未能或延迟行使本押记项下的任何权力、权利或补救措施，不得视为放弃该权力、权利或补救措施，也不得构成承押记人对押记人任何特定违约行为的豁免，也不影响或损害承押记人就任何其他违约或任何相同或不同类型的后续违约行为的权力、权利或补救措施，也不得构成任何单一或部分行使承押记人行使本押记项下的任何权力、权利或补救措施，排除任何其他或进一步行使该权力、权利或补救措施，或行使任何其他权力、权利或补救措施。本押记中规定的权力、权利和补救措施并不排除任何权力、权利和补救措施，而是累积的，并且是现在或以后在法律、衡平法、法规或合同或其他方式中存在的所有其他权力、权利和补救措施的补充。

13.7 If at any time any provision of this Charge is or becomes illegal, invalid or unenforceable in any respect, neither the legality, validity or enforceability of the remaining provisions of this Charge nor the legality, validity or enforceability of such provision shall in any way be affected or impaired thereby.

如果本押记的任何条款在任何时候在任何方面是非法、无效或不可执行的，则本押记其余条款的合法性、有效性或可执行性，以及该条款的合法性、有效性或可执行性均不得以任何方式受到影响或损害。

13.8 The Chargor hereby undertakes that it shall, entirely at its own expense, upon demand by the Chargee with prior notice in writing make, execute, do and perform, or cause or procure to be made, executed, done and performed, by it and/or use its best endeavours to procure to be made, executed, done and performed by other necessary parties (if any), all such further acts, agreements, assignments, assurances, bills, contracts, deeds, documents, evidences of indebtedness, indemnities instruments, letters, loan notes, notices, powers of attorney, promissory notes, receipts, securities, undertakings, matters and things as the Chargee shall reasonably require to perfect or improve the security afforded or created, or intended to be afforded or created by this Charge.

押记人特此承诺，应承押记人要求并事先书面通知，其将完全自费作出、执行和履行，或安排或促使其作出、执行、完成和履行，和/或尽最大努力促使其他必要方（如有）

进行、完成和执行所有承押记人为完善或改善本押记提供或设定或打算提供或设立的担保而合理要求的所有进一步行为、协议、转让、保证、票据、合同、契约、文件、债务证据、赔偿文书、信函、贷款票据、通知、授权书、本票、收据、证券、承诺、事项和事物。

13.9 A certificate of the Chargee of the amount of the Secured Obligations outstanding and due at any time hereunder shall, in the absence of manifest error, be binding and conclusive on the Chargor.

承押记人关于本押记项下任何时候未偿付和到期的担保债务金额的证明对承押记人具有约束力和决定性（明显错误除外）。

14. ASSIGNMENT 转让

14.1 This Charge shall be binding on and shall enure to the benefit of the parties and their respective executors, administrators, successors and assigns provided that the Chargor may not Dispose of its rights or obligations hereunder without the prior written consent of the Chargee. 本押记对双方及其各自的执行人、管理人、继承人和受让人具有约束力，并应符合其利益，前提是未经承押记人事先书面同意，承押记人不得处置其在本押记项下的权利或义务。

14.2 The Chargee may at any time with written notice to the Chargor assign its rights and benefits hereunder or any part thereof to anyone. Such assignee shall have the same rights and benefits and/or obligations against the Chargor under this Charge as if it were an original party thereto in respect of its rights and benefits and/or obligations assigned to it. The Chargee may disclose to a potential assignee or any other person proposing to enter into contractual arrangements with it in relation to this Charge such information about the Chargor as it may think fit.

承押记人可随时在向押记人发出书面通知后，将其在本押记项下的权利和利益或其任何部分转让给任何人。该受让人应根据本押记对受让人享有与其转让给其权利、利益和/或义务相同的权利、利益和/或义务，就其权利、利益和/或义务而言，与其原一方一样。承押记人可向潜在受让人或拟就本押记与其订立合同安排的任何其他人披露其认为合适的有关受让人的信息。

15. INDEMNITY 赔偿

15.1 Independently of any other terms, conditions and stipulations herein, the Chargor agrees that if, for any reasons whatsoever, its obligations under any of the provisions hereof is or becomes or proves to be unenforceable or shall be declared or adjudged to be illegal, invalid or unenforceable under any applicable law, it shall grant to the Chargee a complete indemnity and will pay to the Chargee all sums necessary to make good and to compensate the Chargee for all losses, damages, costs, disbursements and liabilities suffered or incurred by the Chargee

as a direct or indirect result of such illegality, invalidity or unenforceability.

无论本押记中的任何其他条款、条件和规定如何，押记人同意，如果出于任何原因，其在本押记任何条款下的义务是或成为或证明不可执行的，或者根据任何适用法律被宣布或判定为非法、无效或不可执行，则押记人应向承押记人提供全部赔偿，并将向承押记人支付所有必要的款项，以偿还和补偿承押记人因此类非法、无效或不可执行性而直接或间接遭受或招致的所有损失、损害、成本、支出和责任。

16. NOTICES 通知

16.1 Save as otherwise provided herein, all notices or other communications required or permitted hereunder:

除本押记另有规定外，本押记要求或允许的所有通知或其他通信：

- (1) shall be in writing and may be sent by postage prepaid mail (by airmail if to another jurisdiction), email or personal delivery;
应以书面形式发送，并可通过邮资预付邮件（如果发送到其他司法管辖区则通过空邮）、电子邮件或专人递送；
- (2) shall be sent to the relevant party at the email address or address from time to time designated by that party to the other party (which must be in Hong Kong), the initial email address and address so designated by each party is set out under its name on the first page of this Charge;
应以该方不时向另一方指定的电子邮件地址或地址（必须位于香港）发送给相关方，每一方指定的初始电子邮件地址和地址在本押记首页的名称下列出；
- (3) shall be deemed to have been given or made to and received by the receiving party (a) within three (3) days after the date of posting, if sent by mail; (b) when delivered, if delivered by hand; and (c) on the date that the email is received, if sent by email; and
以下情况应被视为已给予或由收件人接收（a）在邮寄之日起三（3）天内发送，如以邮寄方式发送；（b）交付时，如果以专人方式交付；及（c）如以电子邮件方式发送，则在收到该电子邮件之日；和
- (4) shall be in the English language.
应以英语进行。

17. GOVERNING LAW AND JURISDICTION 适用法律和管辖权

17.1 This Charge shall be governed by and construed in accordance with the laws of Hong

Kong.

此押记受香港法律管辖，并按香港法律解释。

17.2 The Chargor hereby irrevocably submits to the jurisdiction of the courts of Hong Kong and of any country in which it has assets and hereby irrevocably waives any objection to any proceedings in any such courts on the basis of *forum non-conveniens*. The Chargor agrees that a judgment in any proceedings brought in any such courts may be enforced in any other jurisdiction by suit on the judgment or in any other manner permitted by law.

押记人特此不可撤销地服从香港及其拥有资产的任何国家/地区的法院的司法管辖权，并特此不可撤销地放弃对任何此类法院的任何诉讼的任何异议，放弃不便审理抗辩，在任何此类法院提起的任何诉讼程序中的判决可以通过对判决提起诉讼或以法律允许的任何其他方式在任何其他司法管辖区执行。

17.3 The Chargor hereby consents to the service of process out of the courts of Hong Kong by the mailing of a copy or notice thereof by postage prepaid mail to the address of the Chargor from time to time designated by the Chargor to the Chargee pursuant to Clause 16.1(2) and confirms that failure by the Chargor to receive such copy or notice shall not prejudice due service.

押记人特此同意将传票副本或通知书的副本或通知书邮寄至承押记人根据第16.1(2)条不时指定的地址，邮资预付邮寄至承押记人，并确认押记人未能收到该等副本或通知不影响应有的送达。

17.4 The submission in Clause 17.2 is non-exclusive and the Chargee reserves the right to proceed in any other jurisdiction having or claiming or accepting jurisdiction in respect thereto. 第 17.2 条中的提交是非排他性的，承押记人保留在任何其他司法管辖区进行诉讼的权利，该司法管辖区拥有或声称或接受与此相关的管辖权。

17.5 Unless expressly provided to the contrary in this Charge, a person who is not a party to this Charge shall have no right under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any of the terms of this Charge, and whether so provided in this Charge or not, no consent of third party is required for the amendment to (including the waiver or compromise of any obligation), rescission of or termination of this Charge.

除非本押记另有明文相反规定，否则非本押记一方的人无权根据《合约（第三者权利）条例》（香港法例第623章）强制执行本押记的任何条款，不论本押记是否另有规定，修改（包括放弃或妥协任何义务）、撤销或终止本押记无须征得第三方同意。

18. LANGUAGE 語言

18.1 This Charge is executed in both English and Chinese. In the event of any inconsistency or ambiguity between the English version and the Chinese version, the English version shall

prevail.

此押记以英文及中文拟备。如英文版本与中文版本之间有任何不一致或歧义，应以英文版本为准。

IN WITNESS whereof the Chargor has executed this Charge the day and year first above written. 茲证明押记人于文首日期签署本押记。

SEALED with the COMMON SEAL of)
ZEPHYRUS CAPITAL LIMITED)

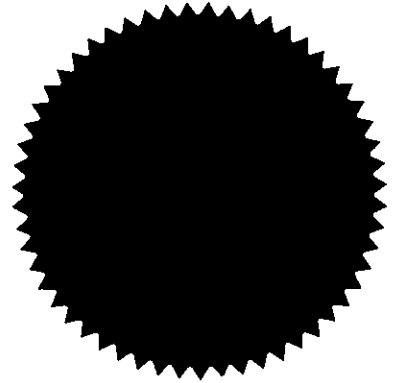
盖上Zephyrus Capital Limited的法团印章)

and SIGNED by Sun Bang Gui)

in the presence of:)

并由孙邦桂在下述人士面前签署)

Sun



SCHEDULE 1

附表1

RIGHTS OF RECEIVERS

接管人的权利

Any Receiver appointed pursuant to Clause 7.6 shall have the right, either in his own name or in the name of the Chargor or otherwise and in such manner and upon such terms and conditions as the Receiver thinks fit, and either alone or jointly with any other person:

根据第7.6条委任的任何接管人均有权以本人名义或以押记人的名义或其他方式，以接管人认为合适的方式和条款及条件，单独或与任何其他人共同行使以下权利：

1. to take immediate possession of, get in and collect the Charged Shares;
立即占有、进入和收取押记股份；
2. to borrow or raise money either unsecured or on the security of the Charged Shares (either in priority to the Security created by this Charge or otherwise);
借入或筹集无抵押或以押记股份为抵押的资金（优先于本押记产生的担保或其他方式）；
3. to sell, transfer, assign, exchange or otherwise dispose of or realise the Charged Shares to any person either by public or private offer or auction, tender or private contract and for a consideration of any kind (which may be payable or delivered in one amount or by instalments spread over a period or deferred);
以公开或私人要约或拍卖、投标或私人合约向任何人出售、转让、交换或以其他方式处置或变现押记股份，并以任何种类的代价（可按一笔金额或分期支付或分期支付或递延）；
4. to carry on any business of any company whose shares are mortgaged by this Charge and manage and use the Charged Shares and to exercise and do (or permit the Chargor or any nominee of it to exercise and do) all such rights and things as he thinks fit and as if he were the absolute beneficial owner of the Charged Shares;
经营其股份受本押记抵押的任何公司的任何业务，管理及使用押记股份，以及行使（或准许其代理人或其任何代名人行使及执行）其认为合适的一切权利及事项，并犹如他是押记股份的绝对实益拥有人一样；
5. to appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Charge upon such terms as to remuneration or otherwise as he thinks fit;
为本押记的目的，任命和解雇经理、高级职员、代理人、会计师、雇员、工人和其他人员，决定其报酬或其他他认为合适的条件；

6. to exercise any voting rights in respect of the Charged Shares;
行使有关押记股份的任何投票权；
7. to settle, adjust, refer to arbitration, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person who is or claims to be a creditor of the Chargor relating to the Charged Shares;
与任何债权人或声称是押记人债权人的人就押记股份解决、调整、提交仲裁、妥协和安排任何索赔、账目、争议、问题和要求；
8. to bring, prosecute, enforce, defend and abandon actions, suits and proceedings in relation to the Charged Shares;
提出、起诉、执行、抗辩及放弃与押记股份有关的诉讼、诉讼及法律程序；
9. to redeem any security (whether or not having priority to the security created by this Charge) over the Charged Shares and to settle the accounts of any person with an interest in the Charged Shares;
赎回押记股份的任何担保（不论是否优先于本押记所设定的担保），并结算任何在押记股份中拥有权益的人的账目；
10. to execute any documents in the name of the Chargor (whether under hand, or by way of deed);
以押记人的名义签署任何文件（无论是手写的还是通过契约）；
11. to purchase, lease, hire or otherwise acquire any asset or right of any description that he, in his absolute discretion, considers necessary or desirable for the improvement or realisation of the whole or any part of the Charged Shares or otherwise for the benefit of the whole or any part of the Charged Shares;
购买、租赁、租用或以其他方式收购其豁免酌情权认为为改善或变现全部或任何一方或以其他方式为全部或任何部分的利益所必要或可取的任何资产或权利；
12. to form any subsidiary of the Chargor and transfer to that subsidiary any Charged Shares;
成立押记人的任何附属公司，并将任何押记股份转让给该附属公司；
13. to appoint any professional adviser in relation to discharge of his duties as a receiver as he sees fit; and
委任任何专业顾问，以履行其作为接管人的职责，而他认为合适；和
14. to do all things which, in the opinion of the Receiver, are incidental to any of the powers, functions, authorities or discretions conferred or vested in the Receiver pursuant to this Charge or upon receivers by statute or law generally.
做接管人认为根据本押记授予或赋予接管人或一般法规或法律授予接管人的任何权力、职能、权限或酌情权附带的所有事情。