

**DATE:** 4 September 2025

**ZEPHYRUS CAPITAL LIMITED**

**(as Chargor)**

**and**

**QUAM SECURITIES LIMITED (華富建業證券有限公司)**

**(as Chargee)**

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**CHARGE OVER ACCOUNT**

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**Hastings & Co.  
11/F, Gloucester Tower,  
The Landmark  
15 Queen's Road Central  
Hong Kong**

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**THIS DEED** is dated

2025 between:

- (1) **ZEPHYRUS CAPITAL LIMITED**, a company incorporated in Hong Kong, the registered office of which is located at Unit 60, 3/F, Yau Lee Centre, No. 45 Hoi Yuen Road, Kwun Tong, Hong Kong (the “**Chargor**”, or the “**Borrower**”); and
- (2) **QUAM SECURITIES LIMITED (華富建業證券有限公司)**, a company incorporated in Hong Kong, the registered office of which is located at 5/F and 24/F (Rooms 2401 and 2412), Wing On Centre, 111 Connaught Road Central, Hong Kong (the “**Chargee**”, or the “**Lender**”).

**BACKGROUND:**

- (A) Carry Wealth Holdings Limited (恆富控股有限公司) (the “**Company**”) is a company incorporated in Bermuda with limited liability and the issued shares of which are listed and traded on the Main Board of the Stock Exchange (stock code: 643). As at the date of this Deed, the Company has an authorised share capital of HK\$200,000,000 of 2,000,000,000 shares (each a “**Share**”) of HK\$0.1 each in the capital of the Company of which 899,845,544 Shares have been issued and are fully paid or credited as fully paid.
- (B) The Chargor has entered into a share transfer agreement (the “**Share Transfer Agreement**”) with Mr. Tsang Chun Ho Anthony (the “**Guarantor**”) and Ms. Ma Xiaoqiu (the “**Vendor**”, acting through the Guarantor in his capacity as the Vendor’s attorney by way of exercising his power and rights under the share mortgage dated 9 June 2023) on 4 September 2025 pursuant to which, the Chargor has conditionally agreed to purchase and the Vendor has conditionally agreed to sell an aggregate of 100 issued shares of Mars Worldwide Holdings Limited (the “**Sale Shares**”, which represent the entire issued share capital of Mars Worldwide Holdings Limited, and Mars Worldwide Holdings Limited is the controlling shareholder of the Company by holding 411,289,396 Shares) subject to the terms and conditions therein. Upon completion of the Share Transfer Agreement, the Chargor will be the legal and beneficial owner of the Sale Shares.
- (C) By a loan agreement (the “**Loan Agreement**”) dated 2025 made between the Chargor and the Chargee, the Chargee made available to the Chargor loan facilities (the “**Loan**”) in the aggregate principal amount of up to Hong Kong dollars Sixty-Six Million Only (HK\$66,000,000) subject to and upon the terms and conditions therein for the purpose of financing the payment for accepting all the issued Shares (other than those already owned by the Chargor and parties acting in concert with it or the Sale Shares) which are the subject of a proposed general offer to be made under The Codes on Takeovers and Mergers and Share Buy-backs issued by the Securities and Futures Commission of Hong Kong.
- (D) For the purposes of securing all present and future obligations and liabilities of the Borrower in favour of the Lender under the Loan Agreement, the Chargor shall enter into this deed to create a first priority fixed charge over the Security Assets, to and in

favour of the Chargee, subject to the terms and conditions of this Deed.

**IT IS AGREED as follows:**

**1. INTERPRETATION**

**1.1 Definitions**

In this Deed:

**Account Broker** means, in relation to a Security Account, the securities broker with which such Security Account is maintained, namely, Quam Securities Limited (華富建業證券有限公司).

**Dealing** means, any acquisition, disposal or transfer of, or offer to acquire, dispose of or transfer or creation of pledge, charge or any other security interest in, any securities in the Security Account(s), and the grant, acceptance, acquisition, disposal, transfer, exercise or discharge of any option (whether call, put or both) or other right or obligation, present or future, conditional or unconditional, to acquire, dispose of or transfer securities, or any interest in securities in the Security Account(s), in each case whether or not for consideration and any agreements to do any of the foregoing, and “deal” shall be construed accordingly.

**Party** means a party to this Deed.

**Receiver** means a receiver or receiver and manager or administrative receiver appointed under Clause 8.1 or under the powers conferred on the Lender by any ordinance, and includes all delegates, attorneys or agents of any such Receiver;

**Secured Liabilities** means any and all of the obligations of the Borrower (whether or not for the payment of money, and including any obligation to pay damages for breach of contract) which are or may become owing to the Chargee under or pursuant to the Loan Agreement and/or all other obligations hereby secured.

**Security Account(s)** means the margin securities trading account designated as A/C: 607633 in the name of the Chargor with Account Broker and in respect of such accounts, shall include:

- (a) if there is a change of Account Broker, any account into which all or part of the credit balance from such Security Account is transferred; and
- (b) any account which is a successor to such Security Account on any re-numbering or re-designation of accounts and any account into which all or part of the balance from such Security Account is transferred for investment or administrative purposes.

**Security Assets** means all of the securities (which shall, for the avoidance of doubt, exclude the Sale Shares) and monies held from time to time in the name of the Chargor standing in the Security Accounts and all such securities and monies which shall be free from all claims, liens, charges, equities and encumbrances and third

party rights of any kind, and, where the context permits, includes the dividends and those stocks, shares, rights, monies and other property of the Chargor which are the subject of any security created by this Deed.

**Security Interest** means any mortgage, charge (whether fixed or floating), pledge, lien, hypothecation, assignment, security interest or encumbrance of any other kind securing or conferring any priority of payment in respect of any obligation of any person and includes, without limitation, title transfer and/or retention arrangements having a similar effect.

**Security Period** means the period from the date of this Deed and until the day on which all the Secured Liabilities have been fully assigned, discharged and/or released.

**Stock Exchange** means The Stock Exchange of Hong Kong Limited.

## **1.2 Construction**

- (a) Capitalised terms defined in the Loan Agreement have, unless expressly defined in this Deed, the same meaning in this Deed.
- (b) (i) the term Loan Agreement includes all amendments and supplements including supplements providing for further advances; and  
(ii) the term **this/the Security** means any security created by this Deed.
- (c) Any covenant of the Chargor under this Deed (other than a payment obligation) remains in force during the Security Period.
- (d) If the Chargee considers that an amount paid to the Chargee under the Loan Agreement and/or this Deed is/are capable of being avoided or otherwise set aside on the liquidation or provisional supervision of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed,
- (e) An Event of Default is continuing if it has not been waived to the reasonable satisfaction of the Chargee in accordance with the Loan Agreement or as agreed otherwise between the Chargor and the Chargee.
- (f) Unless the context otherwise requires, a reference to a Security Asset includes the proceeds of sale of that Security Asset.

## **2. CREATION OF SECURITY**

### **2.1 General**

- (a) All the Security created under this Deed:
  - (i) is created in favour of the Chargee; and

- (ii) is security for the payment, discharge and performance of all the Secured Liabilities.
- (b) If the rights of the Chargor under a document cannot be secured without the consent of a party to that document:
  - (i) the Chargor must notify the Chargee promptly;
  - (ii) this Security will secure all amounts which the Chargor may receive, or has received, under that document but exclude the document itself; and
  - (iii) unless the Chargee otherwise requires, the Chargor must use reasonable endeavours to obtain the consent of the relevant party to that document being secured under this Deed.

## **2.2 Fixed charge**

The Chargor, as beneficial owner and as continuing security for the payment, discharge and performance of all Secured Liabilities, charges and agrees to charge by way of a first fixed charge all of its rights in respect of any Security Assets in favour of the Chargee.

## **2.3 Floating charge**

- (a) To the extent the assets referred to in Clause 2.2 are not effectively charged under that Clause, the Chargor charges by way of a first floating charge in favour of the Chargee all Security Assets.
- (b) The Chargee may by prior notice in writing to the Chargor convert the floating charge created under paragraph (a) above into a fixed charge as regards any of the Chargor's relevant assets specified in that notice, if:
  - (i) an Event of Default has occurred and is continuing; or
  - (ii) the Chargee reasonably considers those assets to be in danger of being seized or sold under any form of distress, attachment, execution or other legal process or to be otherwise in jeopardy.
- (c) The floating charge created under this Deed will (in addition to the circumstances in which the same will occur under general law) automatically convert into a fixed charge over all of the Chargor's Security Assets on any bankruptcy/winding up petition against the Chargor.
- (d) The giving by the Chargee of a notice under paragraph (b) above in relation to any asset of the Chargor will not be construed as a waiver or abandonment of the Chargee's rights to give any other notice in respect of any other asset of the Chargor or of any other right of the Chargee under this Deed.

## **3. REPRESENTATIONS - GENERAL**

### **3.1. Representations**

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

**3.2. Nature of security**

This Deed creates those Security Interest it purports to create and is not liable to be amended or otherwise set aside on its liquidation or provisional supervision or otherwise.

**3.3. Security Assets**

- (a) The Chargor is the sole legal and beneficial owner of the Security Assets including but not limited to the credit balance from time to time in the Security Accounts and the fixed or time deposits created or funded out of such credit balance.
- (b) The Security Assets and those credit balances and those fixed or time deposits are free of any Security Interest (except for those created by or under this Deed) and any other rights or interests in favour of third parties.

**3.4. Times for making representations**

- (a) The representations set out in this Deed (including in this Clause) are made on the date of this Deed.
- (b) Unless a representation is expressed to be given at a specific date, each representation under this Deed is deemed to be repeated by the Chargor on each date during the Security Period.

**4. RESTRICTIONS ON DEALINGS**

Unless with prior written consent of the Lender (which consent shall not be unreasonably delayed or withheld), the Chargor shall not:

- (a) create or permit to subsist any Security Interest on any Security Asset; or
- (b) sell, transfer, licence, lease or otherwise dispose of any Security Asset, except as expressly approved by the Lender (which approval shall not be unreasonably delayed or withheld).

**5. ACCOUNTS**

**5.1. Account Broker**

The Security Account must be maintained with the Account Broker or such other securities broker as nominated by the Lender. The initial Account Broker is Quam Securities Limited (華富建業證券有限公司).

**5.2. Change of Account Broker**

- (a) The Account Broker may be changed to another bank or financial institution if it is mutually agreed by the Lender and the Chargor in writing.
- (b) A change of Account Broker only becomes effective when the proposed new Account Broker agrees with the Lender and the Chargor, in a manner reasonably satisfactory to the Lender, to fulfil the role of the Account Broker under this Deed.
- (c) If there is a change of Account Broker, the amount (if any) standing to the credit of the Security Accounts maintained with the original Account Broker will be transferred to the corresponding Security Accounts maintained with the new account broker immediately upon the appointment taking effect.
- (d) The Chargor must take any necessary action which the Lender may reasonably require to facilitate a change of Account Broker and any transfer of Security Assets (including the execution of withdrawal forms).
- (e) The Chargor shall not be entitled to change the Account Broker without the express written approval of the Lender (which approval shall not be unreasonably delayed or withheld).

## **6. WHEN SECURITY BECOMES ENFORCEABLE**

### **6.1 Event of Default**

The Lender shall be entitled to declare all or any part of this Security hereby created immediately enforceable on or at any time or times after a declaration is made by the Lender pursuant to Clause 14.2 of the Loan Agreement.

### **6.2 Discretion**

- (a) After this Security has become enforceable and at any time thereafter, the Lender may in its absolute discretion and without first appointing a Receiver (but subject to prior written notice to the Borrower), enforce all or any part of this Security as necessary to discharge the Secured Liabilities in any manner it sees fit.
- (b) Without prejudice to generality of the above provision, if the Borrower has failed to pay any of the Secured Liabilities when due or if either the Borrower is unable or admits to be unable to pay any debts of the Borrower as they become due or is subject to any proceedings in or analogous to insolvency, bankruptcy or liquidation or if legal process is applied for, levied or enforced against the Security Assets or any assets of the Borrower which will result in a material adverse effect, the Lender shall be entitled to enforce this Security and may, without demand, notice, legal process or any other action with respect to the Borrower redeem, realise, sell or otherwise dispose of all or any of the Security Assets, at any time and in any way it deems reasonably expedient, free from any restrictions and claims and apply the proceeds, after deduction of expenses, in or towards settlement of the Secured Liabilities in such order as the Lender may determine in its reasonable discretion, and the Lender shall not be liable for any



loss arising out of such redemption, realisation, sale or disposal, save for any gross negligence, wilful default or fraud on its part.

## **7. ENFORCEMENT OF SECURITY**

### **7.1 No liability as mortgagee in possession**

The Lender or the Receiver will not be liable, by reason of entering into possession of a Security Asset, to account as mortgagee in possession or for any loss on realisation or for any default or omission for which a mortgagee in possession might be liable.

### **7.2 Privilege**

The Lender and the Receiver are entitled to all the rights, power, privilege and immunities conferred by law on mortgagees duly appointed under any law.

### **7.3 Protection of third parties**

No person (including a purchaser) dealing with the Chargee, the Receiver or their respective agent(s) will be concerned to enquire:

- (a) whether the Secured Liabilities have become payable;
- (b) whether any power which the Chargee is purporting to exercise has become exercisable or is being properly exercised;
- (c) whether any money remains due under the Loan Agreement; or
- (d) how any money paid to the Chargee or the Receiver is to be applied.

### **7.4 Redemption of prior mortgages**

- (a) At any time after this Security has become enforceable, the Lender or the Receiver may:
  - (i) redeem any prior Security Interest against any Security Asset; and/or
  - (ii) procure the transfer of that Security Interest to themselves; and/or
  - (iii) settle and pass the accounts of the prior mortgagee, chargee or encumbrancer; any accounts so settled and passed will be, in the absence of manifest error, conclusive and binding on the Chargor.
- (b) The Chargor must pay to the Lender, immediately on demand, the costs and expenses reasonably incurred by the Lender in connection with any such redemption and/or transfer, including the payment of any principal or interest.

## **8. APPOINTMENT AND POWER OF RECEIVER(S)**

### **8.1 Appointment**

On or at any time after the occurrence of an Event of Default, the Lender may appoint under seal or in writing under its hand any one or more person(s) to be Receiver(s) under this Deed of the whole or any part of the Security Assets (or any of them). The Lender may remove any Receiver so appointed and appoint another in his/her place.

### **8.2 Receiver as agent of Chargor**

Each Receiver shall be the agent of the Chargor and the Chargor shall be solely responsible for his/her acts (save for the gross negligence, wilful default or fraud on the part of such Receiver(s)) and for his/her remuneration.

### **8.3 Rights of Receiver**

Each Receiver shall have all the rights conferred from time to time on receivers and/or mortgagees by statute or common law and all the rights of the Lender under this Deed, including the right to appoint any delegate under Clause 11.

### **8.4 Remuneration**

The Lender may from time to time determine the remuneration of any Receiver, provided that the Lender has acted in good faith in making such determination. Each Receiver shall be entitled to remuneration appropriate to the work and responsibilities involved calculated upon the basis of charging from time to time adopted by that Receiver in accordance with the current practice of his/her firm.

### **8.5 More than one Receiver**

If more than one person(s) is appointed as Receiver(s) under this Deed, such persons shall throughout the duration of their office (unless the documents appointing them state otherwise) be entitled to exercise all or any of the rights conferred on a Receiver under this Deed individually and properly.

## **9. APPLICATION OF PROCEEDS**

Any moneys received by the Lender or the Receiver after this Security has become enforceable must be applied for in accordance with Clause 17.2 of the Loan Agreement.

## **10. EXPENSES AND INDEMNITY**

The Chargor must:

- (a) immediately on demand pay all costs and expenses (including legal fees) reasonably incurred in connection with this Deed by the Chargee, attorney, manager, agent or other person appointed by the Chargee under this Deed

including any arising from any actual or alleged breach by any person of any law or regulation, whether relating to the environment or otherwise; and

- (b) keep each of them indemnified against any failure or delay in paying those costs or expenses, save for the gross negligence, wilful default or fraud on the part of the Chargee or any of its appointees.

## **11. DELEGATION**

### **11.1. Power of Attorney**

The Chargee or the Receiver may delegate by power of attorney or in any other manner to any person any right, power or discretion exercisable by it under this Deed.

### **11.2. Terms**

Any such delegation may be made upon any terms (including power to sub-delegate) which the Chargee may reasonably think fit.

### **11.3. Liability**

The Chargee and the Receiver will not be in any way liable or responsible to the Chargor for any loss or liability arising from any act, default, omission or misconduct on the part of any delegate or sub-delegate provided that the Chargee and/or the Receiver exercise(s) due care in selecting such delegate or sub-delegate.

## **12. FURTHER ASSURANCES**

- (a) The Chargor must, at its own expense, take whatever necessary action the Chargee or the Receiver may reasonably require for:

- (i) creating, perfecting or protecting any security intended to be created by this Deed; or
- (ii) facilitating the realisation of any Security Asset, or the exercise of any right, power or discretion exercisable, by the Chargee or any of its delegates or sub-delegates in respect of any Security Asset.

This includes:

- (1) the execution of any transfer, conveyance, assignment or assurance of any property, whether to the Lender or to its nominee; or
- (2) the giving of any notice, order or direction and the making of any registration or renewal,

which, in any such case, the Chargee or the Receiver may think reasonably expedient.

**13. POWER OF ATTORNEY**

Upon the Security hereby constituted having become enforceable and at any time thereafter, the Chargor, by way of security, irrevocably and appoints the Lender, and any of its delegates or sub-delegates to be its attorney to take any action which the Chargor is obliged to take under this Deed. The Chargor ratifies and confirms whatever any attorney lawfully does or purports to do under its appointment under this Clause.

**14. PRESERVATION OF SECURITY**

**14.1 Continuing security**

This Security is a continuing security and will extend to the ultimate balance of the Secured Liabilities regardless of any intermediate payment or discharge in part.

**14.2 Reinstatement**

(a) If any discharge or arrangement is made in whole or in part on the faith of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation, administration or otherwise without limitation, the liability of the Chargor under this Deed will continue or be reinstated as if the discharge or arrangement had not occurred.

(b) The Chargee may concede or compromise any claim that any payment, security or other disposition is liable to avoidance or restoration.

**14.3 Waiver of defences**

The obligations of the Chargor under this Deed will not be affected by any act, omission or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Deed (whether or not known to the Chargor or the Chargee). This includes:

(a) any time or waiver granted to, or composition with, any person;

(b) the release of any person under the terms of any composition or arrangement;

(c) 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 person;

(d) any non-presentation or non-observance of any formality or other requirement in respect of any instruments or any failure to realise the full value of any security;

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

(f) any amendment (however fundamental) of the Loan Agreement or any other

document or security;

(g) any unenforceability, illegality, invalidity or non-provability of any obligation of any person under the Loan Agreement or any other document or security; or

(h) any insolvency or similar proceedings.

#### **14.4 Immediate recourse**

(a) Subject to any applicable law, rule or regulation, the Chargor waives any right it may have of first requiring the Chargee or the Receiver (or any trustee or agent on its behalf) to proceed against or enforce any other rights or security or claim payment from any person before claiming from the Chargor under this Deed.

#### **14.5 Appropriations**

The Chargee or the Receiver (or any trustee or agent on its behalf) may at any time during the Security Period without affecting the liability of the Chargor under this Deed:

(a) (i) refrain from applying or enforcing any other moneys, security or rights held or received by the Chargee or the Receiver (or any trustee or agent on its behalf) against those amounts; or

(ii) apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise); and

(b) hold in a suspense account any moneys received from the Chargor or on account of the liability of the Chargor under this Deed.

#### **14.6 Additional security**

This Security is in addition to and is not in any way prejudiced by any other security now or subsequently held by the Chargee.

### **15. MISCELLANEOUS**

#### **15.1 Covenant to pay**

The Chargor must pay or discharge the Secured Liabilities in the manner provided for in the Loan Agreement.

#### **15.2 New Accounts**

(a) If any subsequent charge or other interest affects any Security Asset, the Chargor shall open a new account at the request and as designated by the Lender.

(b) If no new account is opened, it will nevertheless be treated as if it had done so

at the time when it received or was deemed to have received notice of that charge or other interest.

- (c) As from that time all payments made to the Lender will be credited or be treated as having been credited to the new account and will not operate to reduce any Secured Liability.

### **15.3 Confidentiality**

#### **(a) Confidential Information**

Each Party shall, at all times, maintain strict confidence in respect of all information in relation to this Deed, and shall not, subject to Clause 15.3(b), divulge any information in connection with this Deed to any third party, except with the prior written consent of the other Party (which consent shall not be unreasonably delayed or withheld).

#### **(b) Exemptions**

The provision of Clause 15.3(a) shall not apply to:-

- (i) information as is or may become public property otherwise than in breach of the provision of Clause 15.3(a); and
- (ii) information that is required to be disclosed by any parties by law or by the requirements of the listing rules or other rules and regulations promulgated or administered by any regulatory body applicable to such Party.

#### **(c) Precautions**

Each of the Parties will take such steps as lie within its power to procure that all of its representatives to whom confidential information is disclosed will take all proper precautions to prevent any unauthorized disclosure of such confidential information.

#### **(d) Survival**

This Clause 15.3 shall survive the termination of this Deed.

## **16. RELEASE**

- 16.1** At the end of the Security Period, the Chargee must, at the request and reasonable cost of the Chargor, take whatever action is necessary to release the Security Assets from this Security and the Chargor's obligations under this Deed.

- 16.2** Any release in relation to the Chargor will be conditional upon no security or payment to the Chargee by or on behalf of the Chargor being avoided or reduced by virtue of any bankruptcy, insolvency, liquidation or similar laws of general application and will in those circumstances be void.

**17. VARIATION**

No variation of this Deed shall be effective unless in writing and signed by or on behalf of each of the Parties to this Deed.

**18. NOTICES**

All notices or communications required to be served or given pursuant to this Deed:

(a) shall be in writing and may be sent by prepaid postage, mail (by airmail if to another country) or personal delivery;

(b) a notice to the Chargor shall be sent to the following address, or such other person or address as the Chargor may notify to the Chargee from time to time:

Address : Unit 60, 3/F, Yau Lee Centre, No. 45 Hoi Yuen Road, Kwun Tong, Hong Kong

Attention : Mr. Sun Bang Gui (孙邦桂)

(c) a notice to the Chargee shall be sent to the following address, or such other person or address as the Chargee may notify to the Chargor from time to time:

Address : 5/F and 24/F (Rooms 2401 and 2412), Wing On Centre, 111 Connaught Road Central, Hong Kong

Attention : Mr. Calvin Chiu

(d) shall be deemed to have been given and received by the recipient of such notices or communications (a) within three (3) days after the date of posting, if sent by mail; and (b) when delivered, if delivered by hand; and

(e) shall be in the English language.

**19. INVALIDITY**

(a) If any provision in this Deed shall be held illegal, invalid or unenforceable in whole or in part, the provision shall apply with whatever deletion or modification is necessary so that the provision is legal valid and enforceable and gives effect to the commercial intention of the Parties to the fullest extent.

(b) To the extent it is not possible to delete or modify the provision, in whole or in part, under Clause 19(a), then such provision or part of it shall, to the extent that it is illegal, invalid or unenforceable, be deemed not to form part of this Deed and the legality, validity and enforceability of the remainder of this Deed shall, subject to any deletion or modification made under Clause 19(a) not be affected.

**20. GOVERNING LAW AND JURISDICTION**

- (a) This Agreement shall be governed by and construed in accordance with the laws of Hong Kong.
- (b) The Borrower 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 Borrower 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.
- (c) The submission in Clause 20 is non exclusive and the Lender reserves the right to proceed in any other jurisdiction having or claiming or accepting jurisdiction in respect thereto.

**21. CONTRACTS (RIGHTS OF THIRD PARTIES) ORDINANCE**

A party who is not a party to this Deed or a permitted assignee, has no rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any term of this Deed, but this does not affect any right or remedy of a third party, which exists or is available apart from such Ordinance.

**IN WITNESS** whereof the Chargor has executed and delivered this Deed as a deed the day and year first above written.



## SIGNATORIES

### CHARGOR


SEALED with the common seal of )  
ZEPHYRUS CAPITAL LIMITED )  
and SIGNED by )  
SUN BANG GUI 孙邦桂 )  
as duly authorised by its board of directors )  
for and on its behalf )  
in the presence of: )

Sm

Witness' signature:

Witness' address:

Witness' name:

  
133A Ha Wong Yi Au Tuen, Tai Po, NT, HK  
Edward Chan