The ID number and residential address contained in this document have been redacted for privacy protection under the Personal Data (Privacy) Ordinance (Cap. 486). The remaining information is considered adequate by (i) the Offeror and its sole director and (ii) the financial adviser to the Offeror for the purpose of disclosing the nature and significance of this document, and for the Offeror to fulfil its relevant disclosure obligations under the Code on Takeovers and Mergers and Share Buy-backs.

**DATED 30 September 2026**

**MAX PREMIER LIMITED**

**(the "Chargor")**

**-and-**

**KINGSTON SECURITIES LIMITED**

**(the "Lender")**

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# SHARE CHARGE II

**in respect of a loan facility of up to HK$100,000,000.00**

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Robertsons
57th Floor, The Center
99 Queen's Road Central
Hong Kong

Tel: (852) 2868 2866
Fax: (852) 2868 5820

# SHARE CHARGE II

**THIS SHARE CHARGE** (this "**Charge**") is made on 30 September 2026.

**BY:**

(1) **MAX PREMIER LIMITED,** a company incorporated in British Virgin Islands with limited liability with the Company Registration no.: 2117147, whose registered office and business address is located at OMC Chambers, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands (the "**Chargor**" or the "**Borrower**"); and

**IN FAVOUR OF:**

**(2) KINGSTON SECURITIES LIMITED (金利豐證券有限公司)** (Exchange participant of The Stock Exchange of Hong Kong Limited: CE Reference ABL789), a company incorporated under the laws of Hong Kong whose registered office is located at 72/F, The Center, 99 Queen's Road Central, Central, Hong Kong (the "**Lender**").

**WHEREAS:**

A. This Charge is ancillary to a facility agreement of even date (the "**Facility Agreement**") by way of facility letter issued by the Lender as lender and accepted by the Chargor as borrower pursuant to which the Lender has agreed to make a loan facility in the amount of up to Hong Kong Dollars One Hundred Million Only (HK$100,000,000.00) (the "**Facility**") available to the Borrower subject to the terms and conditions and for the purpose contained therein.

B. As at the date of this Charge, Major Holdings Limited 美捷滙控股有限公司 (the "**Listed Company**") is a company incorporated in the Cayman Islands with limited liability, with registered office situated at Cricket Square, Hutchins Drive, P.O. Box 2681, Grand Cayman, KY1-1111, Cayman Islands and its principal place of business in Hong Kong situated at Suite 1507, Tower 2 Silvercord, 30 Canton Road, Tsim Sha Tsui, Kowloon, Hong Kong, the shares of which are being listed and traded on the main board of The Stock Exchange of Hong Kong Limited (the "**Stock Exchange**") with stock code 1389. As at the date of this Charge, the Listed Company has 800,000,000 authorised shares of HK$0.0125 each, among which 554,333,332 shares have been issued and fully paid.

C. The Chargor intended to acquire 117,657,484 shares, representing 21.23% of the entire issued share capital, of the Listed Company from an existing shareholder of the Listed Company (the "**Acquisition**") and the Chargor is obliged under the Hong Kong Code on Takeovers and Mergers (the "**Takeovers Code**") to make a mandatory general offer (the "**Offer**") for all the issued shares of the Listed Company (other than those acquired by the Borrower and/or parties acting in concert with it) up to 256,240,817 shares, subject to the approval of the Securities and Futures Commission of Hong Kong (the "**SFC**") and the Stock Exchange.

D. It is one of the conditions of the Facility Agreement that the Chargor shall enter into this Charge for the purpose of providing collateral security to the Lender for repayment of the Indebtedness (as hereinafter defined) and the performance by the Borrower of its obligations under the Facility Agreement and providing a continuing security for the payment, discharge and performance of the Secured Obligations.

THIS DEED WITNESSETH AS FOLLOWS:

1. Interpretation

1.1 In this Charge including the Recitals and Schedules:

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|---|---|
| "**Business Day**" | means a day (other than a Saturday, a Sunday and any day 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 are generally open in Hong Kong for banking business; |
| "**Charge**" | means the charge referred to in Clause 2.1 and any additional securities created from time to time pursuant to Clauses 2.4, 2.5 and 3 and any document which is supplemental hereto or collateral herewith or entered into pursuant to or in accordance with the terms hereof; |
| "**CPO**" | means the Conveyancing and Property Ordinance (Chapter 219 of the Laws of Hong Kong); |
| "**Dispose**" | means any sale, exchange, transfer, concession, loan, lease, surrender of lease, tenancy, license, direct or indirect reservation, waiver, compromise, release, dealing with or granting of any option, right of first refusal or other right or interest whatsoever and includes the Facility Agreement and/or security documents (if any) so to do and "Disposal" shall be construed accordingly; |
| "**Encumbrance**" | means any mortgage, charge, claim, equitable interest, lien, option, pledge, security interest, right of first refusal, right to acquire, hypothecation, title retention, right of set-off, counterclaim, trust arrangement or similar restriction of any kind (including any restriction on use, voting, transfer, receipt of income, or exercise of any other ownership interest) whatsoever over or in any property, assets or rights of whatsoever nature or any loan agreement or facility letter for any of the same; and "encumber" means to create, or permit to be created or subsisting, any of the foregoing. For the purposes of any references of "encumbrance" in this Charge, it shall also include any right of ownership or use; |

| | |
|---|---|
| "**Finance Documents**" | means each of the agreements and documents listed in Schedule 1, any document entered or to be entered into by any person/entity in favour of the Lender creating or expressed to create any guarantee or security over all or any part of its assets for the obligation of the Borrower under any Finance Document and any other document designated as such by the Lender; |
| "**Indebtedness**" | means all present and future obligations and liabilities from time to time of every kind and description, howsoever arising, owed by the Borrower to the Lender, now existing or hereafter arising under or pursuant to the terms of the Facility Agreement and any other security documents (if any) or other loan documents and includes any part thereof including but not limited to all principal, interest, costs, fees (including any legal or professional fees incurred by the Chargor), expenses, charges and other amounts payable by the Borrower and/or the Chargor to the Lender whether direct or indirect, absolute or contingent, due or to become due, and whether or not allowed or allowable pursuant to the Facility Agreement, the security documents, if any (as referred to in the Facility Agreement) or other loan documents and includes any part thereof; |
| "**Lender**" | shall include, unless the context otherwise requires, the Lender's successors and assigns; |
| "**Receiver**" | means any one or more receivers and managers or (if the Lender so specifies in the relevant appointment) receivers appointed by the Lender pursuant to this Charge in respect of the Chargor or in respect of the Charged Shares or any of them; |
| "**Secured Obligations**" | means all present and future obligations and liabilities (whether actual or contingent and whether owned jointly or severally or in any other capacity whatsoever) of the Borrower, the Chargor, and each grantor of security to the Lender under the Facility Agreement and each of any of the Finance Documents together with all costs, charges and expenses incurred by the Lender in connection with the protection, preservation or enforcement of its respective rights under the Facility Agreement and the Finance Documents or any other document evidencing or securing any such liabilities; and |
| "**Shares**" or "**Charged** | means up to 117,657,484 shares of HK$0.0125 each in the capital of the Listed Company (excluding the shares acquired by the Chargor under the Acquisition and charged in favour |

**Shares"** of the Lender under Share Charge I) to be successfully acquired upon completion of the Offer and/or any shares to be acquired by the Chargor after the signing of this Charge and/or to be delivered or transferred to or deposited with the Lender or the Lender's nominee by the Chargor hereafter and any securities substituted with the Lender's prior written consent for any of the Shares pursuant to the Facility Agreement and Clauses 2 and 3 hereof.

1.2 In this Charge:

a. reference to this Charge shall be construed as references to this Charge as it may be amended or supplemented from time to time;

b. references to the Lender and the Chargor include their respective successors and assigns;

c. references to Clauses or Schedules are references to clauses of or schedules to this Charge;

d. references to Sub-clauses or Paragraphs are, unless otherwise stated, references to sub-clauses or paragraphs of the Clause or paragraph in which the reference appears;

e. the words "herein", "hereto", "hereunder" and words of similar import shall be construed as references to this Charge as a whole and not to the particular provision in which the relevant reference appears; and

f. words importing the singular included the plural and vice versa and words importing one gender include the other genders.

1.3 In this Charge, clause headings are for ease of reference only.

2. Charge

2.1 In consideration of the Lender making available the Facility (as defined in the Facility Agreement as amended or supplemented from time to time) to the Borrower, the Chargor, as beneficial owner of the Charged Shares upon completion of the Offer and/or upon the acquisition of the Charged Shares, hereby charges by way of first fixed charge of all the present and future rights, benefits and interest in the Shares successfully acquired by the Chargor upon completion of the Offer (whether registered in the Chargor's name or in the name of the Chargor's nominee for the time being) and the proceeds of any sale of the Shares as a continuing security to the Lender for the due repayment, discharge and performance of the Secured Obligations and satisfaction on demand of all Secured Obligations by the Chargor and the performance by the Borrower of its obligations to the Lender under the Facility Agreement and any

of such other security documents as contemplated by the Facility to which the Chargor is a party. Upon the execution of this Charge, the Chargor undertakes that it or it shall procure its nominee immediately after completion of the Offer and/or upon the acquisition of the Charged Shares to deliver and/or transfer and/or deposit the Shares to the Lender or the Lender's nominee through the Hong Kong's Clearing Systems or as the Lender may direct upon completion of the Offer.

2.2 The Chargor represents and warrants to the Lender that

(i) the Recitals hereto are true and correct in all respects;

(ii) the Chargor is a limited liability company duly incorporated and validly existing under the laws of British Virgin Islands with full power and authority to its own assets and to carry on its business;

(iii) the Chargor has full legal right, power and authority to enter into this Charge, to charge the Shares or any securities held by it and to perform its obligations hereunder and has taken all necessary corporate and other action to authorise the execution, delivery and performance of this Charge and has duly observed and performed all compliance requirements under all laws, rules, regulations or otherwise applicable to it for the entering into this Charge;

(iv) this Charge constitutes the legal, valid and binding obligation of the Chargor enforceable in accordance with its terms;

(v) the Charged Shares are free from all encumbrances except this Charge;

(vi) the execution, delivery and performance of this Charge does not and will not violate in any respect of (1) any law or rule or regulation or order or decree or code of practice of any court, governmental, judicial or public body or stock exchange or any other authority or body or agency; or (2) the memorandum and articles of association of the Chargor; or (3) any mortgage, agreement or instrument to which the Chargor is a party or which is binding upon it or any of its assets, and do not and will not result in the creation or imposition of any Encumbrance on any of its assets pursuant to the provisions of any such mortgage, agreement or instrument;

(vii) all actions, conditions and things required by any applicable law, rules, regulations, practice, codes to be taken, fulfilled, observed or done (including but not limited to any compliance requirements or the obtaining of any necessary approval, authority, consents) in order (1) to enable the Charger lawfully to enter into, exercise its rights and perform and comply with its obligations under this Charge; (2) to ensure that those obligations are legally binding and enforceable; and (3) to make this Charge admissible in evidence in the court of Hong Kong have been taken, fulfilled, observed and done;

(viii) no litigation, arbitration or administrative or other proceeding is at present current or pending or to the best of the knowledge or belief of the Chargor, threatened in writing, which, if adversely determined, would have a material adverse effect on the assets, financial condition, prospects or operations of the Chargor;

(ix) the Shares within and subject to this Charge are beneficially owned by the Chargor upon completion of the Offer. The Shares are issued and fully paid up and will remain within the Chargor's own disposition and control and free from any restriction on transfer and from any prior mortgage, lien, security or other Encumbrance and Disposal whatsoever. The Chargor undertakes not to (or agree or attempt to) sell, transfer, assign, charge or encumber the Shares or Charged Shares or any part of them other than as contemplated by Clause 3 below before payment in full of all the Secured Obligations unpaid interest thereon;

(x) each and every obligation in respect of the Secured Obligations of the Charger under this Charge ranks and will at all times rank at least *pari passu* with the Charger's other unsecured and unsubordinated indebtedness; and

(xi) the Chargor has fully disclosed in writing to the Lender all facts relating to the Chargor which the Chargor knows or reasonably should have known and which are material for disclosure to the Lender in the context of this Charge.

2.3 The Charger hereby also represents and warrants to and undertakes with the Lender that the representations and warranties in Clause 2.2 above are and will be true and correct in all respects and it has fully observed and will fully observe them as though made on and as of each day on and after the date of this Charge and during the continuance of this Charge.

2.4 If at any time any securities shall be deposited with or transferred to the Lender by the Charger or its nominees in respect of the Secured Obligations in substitution for or in addition to the Shares, such securities shall be deemed to be part of the Shares charged by the Charger with the Lender hereunder and shall forthwith become subject to all the terms hereof, so that the representation and warranty in Clause 2.2 above shall be deemed to apply to such substituted or additional securities.

2.5 The Charge hereby created shall extend to and the Shares shall include all further shares or securities mentioned in Clause 2.4 above and all dividends or interest paid or payable after the date hereof on any of the Shares and all stocks, shares (and dividends or interest thereon), rights, moneys or property accruing paid, or offered or deriving from the Shares at any time by way of redemption, conversion, substitution, bonus, preference, option, consolidation, sub-division or otherwise

to or in respect of any of the Shares.

2.6 The Charge hereby created shall:

a. take effect upon due execution of this Charge by the Chargor and shall be a continuing security and shall not be considered as satisfied by any intermediate payment or satisfaction of any part of the Secured Obligations;

b. not be discharged or affected by any failure of, or defect in, any agreement given by or on behalf of the Chargor in respect of any Secured Obligations nor by any legal limitation, or lack of any borrowing powers of the Chargor, lack of authority of any person appearing to be acting for the Chargor in any matter in respect of any Secured Obligations or by any other fact or circumstances (whether known or not known to the Lender) as a result of which any Secured Obligations may be rendered illegal, void or unenforceable by the Lender;

c. remain binding on the Chargor notwithstanding any amalgamation, reconstruction, re-organisation, merger, sale or transfer by or involving the Lender or the assets of the Lender and for this purpose this Charge and all rights conferred on the Lender hereunder may be assigned or transferred by the Lender accordingly;

d. be enforceable upon the Borrower's default in performing its obligations under the Facility Agreement, or any of the Chargor' s representations and warranties under Clause 2.2 of this Charge becomes incorrect or untrue, or the Chargor defaults in performing its obligations under this Charge including but not limited to the obligations set out in Clause 4; or there is the occurrence of an Event of Default pursuant to Clause 6; and

e. be additional and without prejudice to any other security which the Lender may hold from time to time.

2.7 Upon payment in full of all the Secured Obligations and all other moneys payment of which is hereby undertaken to be made or which are intended to be hereby secured shall have been duly paid and all the agreements, undertakings, terms and conditions in the Facility Agreement and other security documents (if any) contained to be performed and observed by the Borrower and other parties to other securities documents (if any) (other than the Lender) shall have been duly performed and observed, the Lender shall as soon as reasonably practicable following, at the request and at the cost of the Chargor, discharge and release the security created by this Charge. Any such release, discharge or settlement between the Chargor is conditional upon no security, disposition or payment to the Lender by the Borrower or any other person being avoided or reduced pursuant to any provisions or enactments relating to bankruptcy, liquidation, winding-up or dissolution or insolvency, and if such condition shall not be fulfilled, the Lender shall be entitled to enforce this Charge subsequently as if

such release, discharge or settlement had not occurred.

3. Further assurance and margin

3.1 The Chargor hereby undertakes that it shall forthwith upon execution of this Charge deliver to the Lender the following documents:

a. original undated bought and sold notes, instrument of transfer and other transfer documents of the Charged Shares, duly executed by the Chargor in blank; and

b. certified true copies of the written resolutions of all directors of the Chargor, and the written resolutions of the sole director and sole shareholder of the corporate shareholder of the Chargor, approving this Charge and authorising its execution by any one of the directors of the Chargor;

in each case, duly executed and/or in such form that the Lender may complete including without limitation the date thereof (which completion on its behalf, if necessary, the Chargor hereby expressly authorises and ratifies) as the Lender may require.

3.2 For the avoidance of doubt, the Chargor shall promptly deposit with the Lender in the Margin Account (as defined in the Facility Agreement), in relation to any shares in the Listed Company issued to, acquired by the Chargor, or in which the Chargor has acquired an interest pursuant to the Offer, on the date the Chargor beneficially acquires such shares in the Listed Company or interest, all share certificates or other documents of title or evidence of ownership in relation to such shares in the Listed Company issued to, acquired by the Chargor, or in which the Chargor has acquired an interest, in respect of and pursuant to the Offer.

3.3 If so requested by the Lender and subject to compliance with the requirements under relevant laws and regulations, the Listing Rules and the articles of association of the Listed Company, the Chargor shall forthwith execute and deliver a legal mortgage, transfer or assignment of the Shares in the Lender's favour in such form or manner as the Lender may require and/or forthwith sign, seal, deliver and complete all transfers, renunciations, mandates, assignments, deeds, or other documents as the Lender may require to perfect its title to the Shares and to vest the Shares in the Lender (or its nominees) to exercise (or enable its nominees to exercise) any right and powers attaching to the Shares or to give effect to any sale or disposal under Clause 5 below.

3.4 The Chargor hereby irrevocably and unconditionally undertakes with the Lender that, at any time after the security hereby constituted shall have become enforceable, if so requested by the Lender, the Chargor shall forthwith execute and deliver a legal mortgage, instrument of transfer of the Shares in the Lender's favour in such form or manner as the Lender may require and/or forthwith execute, sign, seal, deliver and complete or cause or procure to be executed,

signed, sealed, delivered and completed all such legal or other mortgages, instrument of transfer, renunciations, mandates, deeds, power of attorney, or other documents as the Lender may require to perfect its title to the Shares and to vest the Shares in the Lender (or its nominees) to exercise (or enable its nominees to exercise) any right and powers attaching to the Shares or to give effect to any sale or disposal under Clause 7.1 below at the cost and expense of the Chargor.

3.5 In respect of any instrument of transfer and contract notes relating to the Shares, the Chargor hereby irrevocably and by way of security authorises the Lender (at any time after the security hereby constituted has become enforceable) to date any such instrument of transfer and contract notes if the same be undated, and if the same have been therefore in blank to fill in any blanks in favour of the Lender, or any trustee for or nominee of the Lender.

3.6 The Chargor hereby ratifies and confirms and agrees to ratify and confirm any instrument, deed, act or thing which the Lender or its successors and assigns may lawfully execute, sign, seal, deliver or do or cause to be executed, signed, sealed, delivered and done pursuant to Clauses 3.3 and 3.4 above.

3.7 The Chargor undertakes to the Lender that, to the best knowledge of the Chargor, no restriction imposed by any ordinance or law in force in Hong Kong or elsewhere on any power of sale or on the consolidation of mortgages or other securities shall apply to this Charge.

3.8 The Chargor hereby irrevocably and unconditionally undertakes to the Lender, during the continuance of this Charge, to maintain such margin of security in relation to the Secured Obligations as may from time to time be required by the Lender and immediately upon demand by the Lender, deposit additional security which shall form part of the Shares.

4. Chargor's undertaking and covenants

4.1 The Charged Shares are being listed and traded on the main board of the Stock Exchange and if a relevant event occurs during the term of this Charge which gives or may give rise to any disclosure obligation or otherwise required to be fulfilled by the Lender (as a result of it being the chargee of the Charged Shares) pursuant to Part XV of the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) (the "**SFO**"), the Rules Governing the Listing of Securities on the Stock Exchange ("**Listing Rules**"), the Takeovers Code or any applicable laws, rules and regulations (as applicable), the Chargor shall be under an obligation and hereby undertakes to inform the Lender of it within one (1) Business Day from the date on which such relevant event occurs for the purpose of enabling the Lender to duly comply with the relevant disclosure obligations or requirements under the SFO, the Listing Rules, Takeovers Codes or any applicable laws, rules and regulations (as applicable).

4.2 The Chargor unconditionally and irrevocably hereby covenants and agrees with

the Lender that during the continuance of this Charge and so long as the Secured Obligations or any part thereof remains owing that the Chargor:

(a) will reimburse to the Lender all costs (including legal and professional fees), charges and expenses which may be incurred by the Lender under or in connection with any matter arising out of or in consequence of this Charge or in connection with the preservations, enforcement or exercise or intended or attempted exercise of any power or remedy hereunder;

(b) will duly and punctually comply with its obligations under this Charge, Facility Agreement and the Finance Documents;

(c) will at all times comply with any legislation and any conditions of any consent relating to this Charge;

(d) will not create or attempt or agree to create or permit to arise or exist any Encumbrance over all or any part of the Charged Shares or any interest therein or otherwise assign, deal with or Dispose of all or any part of the Charged Shares (except under or pursuant to this Charge);

(e) will not grant in favour of any other person any interest in or any option or other rights in respect of any of the Charged Shares;

(f) shall ensure that no person holding any of the Charged Shares as its nominee for the time being does any of the acts prohibited in paragraphs (d) and (e) above;

(g) will not do or cause or permit to be done anything which may in any way depreciate, jeopardise or otherwise prejudice the value of any of the Shares;

(h) will do or permit to be done every act or thing which the Lender may from time to time reasonably require for the purpose of enforcing the rights of the Lender hereunder;

(i) will fully and effectually indemnify and keep indemnified and hold harmless the Lender from and against all losses actions claims expenses demands and liabilities in any manner now or hereafter incurred by it or by any agent officer or employee for anything done or omitted in the exercise or purported exercise of the powers herein contained or occasioned by any breach by the Chargor of any of its covenants or other obligations to the Lender; and

(j) will not permit, approve nor permit to approve any share, other than those already in issue as at the date of this Charge, to be issued by the Listed Company to any person, unless with prior written consent from the Lender, and will vote at any general meeting of the Listed Company to that effect.

4.3 Without affecting any of the Lender's rights and interests under this Charge, the economic or financial effect of the Charged Shares the security interest for this

Charge shall not be affected by any subdivision, consolidation or change of the classification in the Charged Shares, or any of them or by any company whose shares form all or part of the Charged Shares reorganised or amalgamated with any company. The Chargor shall not permit, approve or permit to approve any such shareholding structuring, if any, without the prior written consent of the Lender.

4.4 The Chargor shall create and maintain a register of charges for the Chargor (the "**Register of Charges**") in accordance with the relevant laws and regulations of the British Virgin Islands ("**BVI Law**") and to enter particulars as required by the BVI Law of the security interests created pursuant to this Charge in the Register of Charges, and no later than fourteen (14) days from the completion of acquisition of Shares after the close of the Offer, the Chargor shall deliver to the Lender a certified true copy of the updated Register of Charges showing the charge entry.

4.5 The Chargor shall effect, or shall assist the Lender in effecting registration and filing of this Charge with the Registrar of Corporate Affairs of the British Virgin Islands pursuant to the BVI Law, and no later than twenty-one (21) days from the completion of acquisition of shares after the close of the Offer, the Chargor shall deliver or procure the delivery of, to the Lender, the certificate of registration of charges issued by the relevant authority showing due registration of this Charge.

5. Calls, voting rights and dividends

5.1 Notwithstanding the Charge hereby created or any further security created under Clause 2.4 above, the Chargor hereby irrevocably and unconditionally undertakes to duly and promptly pay all calls, installments and other payments which may or shall become due in relation to any of the Shares and/or Secured Obligations, failing which the Lender may make such payments on behalf of the Chargor. The Lender shall not be liable to the Chargor for any loss on any failure to pay any call, installment or other payment or to accept any offer or to notify the Chargor of any such matter or for any other loss of any nature whatsoever in connection with the Shares. Any sum so paid by the Lender shall be immediately repayable by the Chargor on demand in writing by the Lender and, pending such repayment in full, shall be a charge on the Shares and may be debited to any account of the Chargor as the Lender deems fit and shall bear interest at the rate as stated in the Facility Agreement.

5.2 Voting rights to the Lender upon execution of this Charge

(a) Pre-default
Until this security becomes enforceable, the Lender or its nominee shall, if the Charged Shares or any of them are registered in the name of the Lender or its nominee, exercise any voting rights in respect of the Charged Shares in accordance with the written instructions of the Chargor which have actually been received by the Lender or its nominee in reasonably sufficient time prior to the time for such exercise to enable the Lender or its nominee

to do so, provided that the Lender is first satisfied that any such exercise will not contravene any provision of, or jeopardize any of the security created by this Charge. If the Chargor fails to give any such instructions in the manner as aforesaid or at all, the Lender or its nominee may exercise the relevant voting rights in such manner as it shall think fit.

(b) Post-default
Upon this security becoming enforceable, the Lender or its nominee may (to the entire exclusion of the Chargor) at any time exercise or abstain from exercising all voting and other rights and powers attaching to the Charged Shares as the Lender in its absolute discretion thinks fit without being liable for any losses which the Chargor may suffer as a result thereof.

5.3 The Chargor irrevocably authorises the Lender at any time upon execution of this Charge to sign on its behalf any proxies or other documents which the Lender may require to enable the Lender or its nominee to exercise such voting and other rights and powers attaching to the Shares.

5.4 After execution of this Charge by the Chargor, any dividends, interest, property or other payments (whether of an income or capital nature) which may be received or receivable by the Chargor or its nominee on or with respect to the Shares shall be paid over and delivered to the Lender as soon as possible and until such payment is made, shall be held by it in trust for the Lender and may be applied by the Lender in discharge of any of the Secured Obligations or shall be paid into a suspense account.

5.5 If the security hereby created becomes enforceable, any dividend, interest or other payments which may be received by the Lender as aforesaid or otherwise on or with respect to the Shares may be applied by the Lender as though they were proceeds of sale if the Chargor shall fail to pay or satisfy any of the Secured Obligations. Upon full satisfaction of all the Secured Obligations due under this Charge, the remaining amount of such dividends, interest or other payments (if any) shall be released to the Chargor by the Lender.

6. Events of default

6.1 The Lender shall have a right to demand immediate repayment by the Borrower of the total outstanding amount under the Facility and the interest and all other sums payable thereon, and to exercise and enforce its rights under the Finance Documents in the manner as it thinks fits in any of the following events (each an "**Event of Default**"):

(a) the Borrower shall be in default on the payment of the Secured Obligations or any part thereof; or

(b) there shall be any breach of or omission by the Borrower and/or the Chargor in the observance and performance of any of the covenants, undertakings and/or obligations under this Charge, the Facility Agreement and/or the

Finance Documents; or

(c) an event of default has or is deemed to have occurred under this Charge, the Facility Agreement and/or any of the Finance Documents; or

(d) any warranty or representation made by the Chargor under this Charge and/or the Borrower under the Facility Agreement and/or the Finance Documents is or becomes untrue or incomplete in any respect; or

(e) any distress, levy or execution, appointment of liquidator, receiver, trustee or similar official is made or threatened against the Borrower and/or the Listed Company; or

(f) a petition is presented or a proceeding is commenced or an order is made or an effective resolution is passed for (i) the winding-up, insolvency, administration, reorganisation, reconstruction, dissolution or bankruptcy (as the case may be) of the Borrower and/or the Listed Company (but not any winding up petition filed against the Borrower or the Listed Company which has been discharged or set aside within five (5) business days of presentment); or (ii) for the appointment of a liquidator, receiver, administrator, trustee or similar officer of the Borrower and/or the Listed Company and/or the Chargor of all or any substantial part of his/its business or assets;

(g) if the Borrower and/or the Listed Company shall convene a meeting of, or propose to enter into, any arrangement or composition for the benefit of creditors generally;

(h) the Borrower and/or the Listed Company makes any general assignment for the benefit of his/its creditors; or

(i) all or any of the collateral securities given herein has or have for any reasons whatsoever become void; or

(j) this Charge or any of the Finance Documents are set aside for whatever reasons, or any provision hereof or thereof ceases for any reason to be in full force and effect or is terminated or jeopardised or becomes invalid or unenforceable or if there is any dispute regarding the same or if there is any purported termination of the same or it becomes impossible or unlawful for the Borrower or the Chargor any other party thereto to perform any of its obligations thereunder or for the Lender to exercise all or any of its rights, powers and remedies thereunder; or

(k) any adverse change in the business, operation, finance position or any other part of the Listed Company and its subsidiaries as a whole which in the Lender's reasonable opinion may affect the value of the Charged Shares; or any adverse change in the business, operation, financial position or any other

part of the Chargor which in the Lender's reasonable opinion may affect the ability of the Chargor' s obligations under this Charge; or

(l) the Lender receives notice or has reasonable cause to believe that the shares of the Listed Company are to be delisted from the Stock Exchange; or

(m) trading in the shares of the Listed Company shall be suspended for any reason whatsoever (except by reason of the Offer) for a continuous period of more than fifteen (15) trading days on the Stock Exchange; or

(n) immediately after the seventh ($7^{th}$) business day following the final closing of the Offer, the closing price of the shares of Listed Company for any trading day as quoted by the Stock Exchange is equal to or falls below the EOD Price (as defined in the Facility Agreement);

then and in any such case, the Chargor shall notify the Lender forthwith in writing of the occurrence of such Event of Default and regardless of whether notice of such Event of Default has or has not been given to the Lender as aforesaid, the Lender shall, in its absolute discretion, determine whether an Event of Default shall have occurred.

7. Remedies on default

7.1 If the Chargor fails to pay or satisfy any of the Indebtedness and/or the Chargor fails to pay, discharge, perform or satisfy any of the Secured Obligations and/or is in breach of any term of this Charge, the Lender may in its absolute discretion, without further notice and without prejudice to any of the Lender's rights and remedies under the Facility Agreement and/or the Finance Documents, (a) procure the registration of all or any of the Shares in the name of the Lender or its nominee (if such is not already done) and the Lender or its nominee may (to the entire exclusion of the Chargor or its nominee) exercise at any time at the Lender's discretion in respect of all or any of the Shares, all or any voting rights and all or any of the powers or rights which may be exercised by the person or persons in whose name or names the Shares are registered; and/or (b) sell or Dispose of all or any part of the Shares in such manner and for such consideration (whether payable or deliverable immediately or by instalments) as the Lender may, in its absolute discretion, think fit.

7.2 Upon the disposal of the whole or any part of the Shares which the Lender shall make or purport to make under the provisions hereof, the Lender may apply the proceeds of sale or disposal in or towards discharge of the costs so incurred and then in discharge of the Secured Obligations due to the Lender (or in such manner as the Lender may determine) and any residue shall be paid to the Chargor or as the Chargor shall direct. The Lender may give a good discharge for any moneys received in exercise of such power of sale or disposal and for any rights, moneys or property receivable in respect of the Shares. For avoidance of doubt, if such proceeds are insufficient to discharge the Secured Obligations in full, then nothing herein contained shall prejudice the rights of the Lender against the

Chargor in respect of such insufficiency.

7.3 The Chargor shall have no right or claim against the Lender in respect of any loss on such sale or disposal however caused and whether or not a better price could or might have been obtained on the sale or disposal of the Shares or any of them.

8. Certification

A certificate by an officer of the Lender as to the amount of any Indebtedness and/or the Secured Obligations at any time shall be conclusive evidence of the amount of the Indebtedness and/or the Secured Obligations (as the case may be) due as at the date of such certificate unless manifestly incorrect.

9. Opening of new account

If the Lender receives, or is deemed to be affected by, notice (actual or constructive) of any subsequent charge or other interest affecting the Shares or if the continuing nature of this Charge is determined for any reason, the Lender may open a new account in the name of the Chargor but, whether or not it does, it shall nevertheless be treated as if it had done so at the time when it received or was deemed to have received the notice or at the time of determination (as the case may be) and as from that time all payments made to the Lender shall be credited or be treated as having been credited to the new account or accounts and shall not operate to reduce the amount hereby secured.

10. Set-off

10.1 In addition to the right of set-off and any similar express or implied rights, the Lender may at any time, as a continuous right, without notice or demand:

(a) set-off against the Chargor's obligations hereunder any money in any account of the Chargor and if any, company(ies) which is/are wholly-owned by the Chargor and for which their prior consent(s) for such set-off has/have been obtained, with the Lender;

(b) combine and consolidate all or any accounts of the Chargor (including any company which is wholly-owned by the Chargor) with the Lender; and

(c) until all the Chargor's obligations have been fully discharged, retain for itself and appropriate in or towards discharge of such obligations, any money in any account of the Chargor (including any company which is wholly-owned by the Chargor) with the Lender.

10.2 All sums payable by the Chargor under this Charge shall be paid in full without any set-off or counterclaim or any restriction or condition and free and clear of any present or future taxes, levies, imposts, duties, charges fees or other deductions or withholdings of any nature.

10.3 If the Chargor or any other person is required by any law or regulation to make any deduction or withholding from any payment for the account of the Lender or its nominee, the Chargor shall, together with such payment, pay such additional amount as will ensure that the Lender receives (free and clear of any tax or other deductions or withholdings) the full amount of the Secured Obligations which it would have received if no such deduction or withholding had been required. The Chargor shall promptly forward to the Lender copies of official receipts or other evidence showing that the full amount of any such deduction or withholding has been paid over to the relevant taxation or other authority.

11. Indulgence

The security and the rights of the Lender hereunder shall not be released or discharged or in any way affected by:

(a) any time, indulgence, waiver or consent at any time given to the Chargor or any other person;

(b) any amendment or modification of the terms of this Charge, the Facility Agreement or such other security documents as contemplated by the Facility or to other security or any guarantee or indemnity unless otherwise agreed by the Lender;

(c) the enforcement or absence of enforcement of or release of this Charge, the Facility Agreement or any other security documents as contemplated by the Facility or any security or other guarantee or indemnity;

(d) the dissolution, amalgamation, reconstruction or reorganisation of the Chargor or any other person;

(e) the illegality, invalidity or unenforceability of or any defect in any provision of this Charge, the Facility Agreement or any of the Chargor's obligations thereunder;

(f) any party to this Charge, the Facility Agreement or such other security documents as contemplated by the Facility not having executed the same; or

(g) any other matter or thing whereby the liability of the Chargor would but for the provisions of this clause have been discharged.

12. Power of Attorney

By way of security, the Chargor irrevocably appoints the Lender and/or any person nominated in writing under the hand of any officer of the Lender from time to time as the Chargor's attorney, in its name and on its behalf to do all such acts and execute, seal and deliver any conveyance, mortgage, assignment, transfer, instrument,

renunciation, deed, documents or otherwise which may be necessary or desirable for vesting or enabling the Lender to vest the Shares in itself or in its nominee or in any purchaser, and to make any alteration or addition as regards the particulars of the Shares affected thereby, and in such manner and in all respects as the Lender may think fit and which may be, in the opinion of the Lender, be required or deemed proper, necessary or desirable for any of the purposes of this Charge.

13. Receivership

13.1 Upon this Charge becomes enforceable, the Lender may appoint one or more than one Receiver in respect of the Charged Shares and if more than one Receiver is appointed the Receiver may act jointly and severally or individually.

13.2 The Lender may remove the Receiver and appoint another Receiver and the Lender may also appoint an alternative or additional Receiver.

13.3 The Receiver will, so far as the law permits, be the agent of the Chargor and the Chargor alone will be responsible for the acts or defaults of the Receiver and will be liable on any contracts or obligations made or entered into by the Receiver. The Lender will not be responsible for any misconduct, negligence or default of the Receiver.

13.4 The powers of the Receiver will continue in full force and effect following the liquidation of the Chargor.

13.5 The remuneration of the Receiver may be fixed by the Lender but will be payable by the Chargor. The amount of the remuneration will form part of the Secured Obligations.

13.6 The Receiver will have the power on behalf and at the cost of the Chargor:

(a) to do or omit to do anything which he considers appropriate in relation to the Charged Shares; and
(b) to exercise all or any of the power conferred on the Receiver or the Lender under this Charge, or upon receivers by the CPO or any other statutory provision (even if he is not appointed under the CPO or such other statutory provision).

13.7 Without prejudice to the general powers set out in Clause 13.6, a Receiver will also have the powers and discretions set out in Schedule 2.

13.8 If (notwithstanding any representation or warranty to the contrary contained in this Charge) there shall be any security affecting the Charged Shares which ranks in priority to the security created by this Charge and the holder of such prior security takes any steps to enforce such security, the Lender or any Receiver may, at its option, take a transfer of, or repay the indebtedness secured by, such security.

13.9 The Lender may, at any time after this Charge has become enforceable, exercise, to the fullest extent permitted by law, all or any of the powers, authorities and discretions conferred on a Receiver by this Charge, whether as attorney of the Chargor or otherwise and whether or not a Receiver has been appointed.

13.10 The Lender may, in writing, either in its appointment of a Receiver or by subsequent notice to that Receiver, restrict the right of such Receiver to exercise all or any of the powers conferred on Receivers by this Charge.

14. Notices

14.1 Any demand, notice, or other communication by the Lender may be delivered personally to the Chargor or sent to the Chargor by post (airmail if outside Hong Kong), telemessage, cable, facsimile, telex or telecopier at the address or facsimile number of the Chargor set out below. Any such notice or demand shall be deemed to have been received by the Chargor twenty-four (24) hours after posting (where sent by prepaid post and forty-eight (48) hours after posting if outside Hong Kong), immediately on delivery (where delivered personally) and immediately upon sending (where sent by telemessage, cable, facsimile, telex or telecopier), whether or not it is actually received by the Chargor. The Chargor undertakes to notify the Lender immediately upon any change of its address, facsimile or details of other mode of communications.

| | | |
|---|---|---|
| Chargor | : | Max Premier Limited |
| Address | : | Suite 6807-08 68/F Central Plaza, 18 Harbour Road Wan Chai Hong Kong |
| Attention | : | Mr. Chen Jixiang (陳繼祥) |
| Mobile No. | : | |
| | | |
| Lender | : | Kingston Securities Limited |
| Address | : | 72/F, The Center, 99 Queen's Road Central, Central, Hong Kong |
| Attention | : | Mr. CHAN, Ka Ho |
| Fax No. | : | (852) 2851-8522 |

14.2 Any notice from the Chargor to the Lender shall be served by prepaid registered post to the Lender at its address set out above or such other address notified by the Lender or by tested facsimile sent to the Lender at such fax number as it may have provided to the Chargor from time to time. Any such notice or demand shall be deemed to have been received by the Lender upon actual receipt by the Lender, whether by hand, prepaid registered post or facsimile.

14.3 Any legal process, including any writ or originating summons or otherwise, and any other summons or notices to be served on the Chargor by the Lender, in any legal proceeding or action in any court or tribunal, shall be deemed to be sufficiently and duly served forty-eight (48) hours after having been left or

sent by registered post to the addressee's address set forth in Clause 14.1 above; and in proving such service, it shall be sufficient to prove that the legal process or summons or notice was properly addressed and posted or properly left (as the case may be), irrespective of whether the same is returned through the post undelivered to the addressee.

15. Expenses, etc.

15.1 The Chargor shall pay to the Lender on demand in the currency in which they are incurred by the Lender all costs, expenses (including legal fees) and stamp duties and duties suffered or incurred by the Lender in the negotiation, preparation, registration, completion and any enforcement of this Charge or otherwise in respect of the Shares.

15.2 The Chargor shall indemnify the Lender on demand against all other costs, losses, liabilities and damage suffered or incurred by the Lender in respect of the Shares and the exercise of any of its rights or the performance of its obligations in respect of the Shares.

16. Miscellaneous

16.1 This Charge shall be binding upon and enure to the benefit of any assignee or successor of the Lender and the Lender may transfer and assign any of its rights, benefits and obligations under this Charge. The Chargor shall not transfer or assign of any of its rights, duties or obligations under this Charge without the prior written consent of the Lender.

16.2 No failure on the part of the Lender to exercise, and no delay on its part in exercising, any right, power or remedy (whether single or partial exercise) under this Charge shall impair or preclude any other or further exercise thereof or the exercise of any other rights, power or remedy or operate as a waiver thereof. The rights and remedies in this Charge provided in favour of the Lender are cumulative and not exclusive of and additional to any rights or remedies provided by the Facility Agreement or by law.

16.3 The Chargor hereby waives any right to require a proceeding first instituted against the Chargor or any party to such other security documents as contemplated by the Facility and any right to require the realisation or disposal of any other security first.

16.4 Each of the provisions in this Charge is severable and distinct from the others and if at any time any provision of this Charge is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, the legality, validity and enforceability of such provision under the law of any other jurisdiction, and of the remaining provisions of this Charge, shall not be affected or impaired thereby.

16.5 This Charge may only be varied or modified by supplemental agreement or

other documents executed by the parties hereto.

17. Law and jurisdiction

17.1 This Charge shall be governed by and construed in accordance with laws of Hong Kong Special Administrative Region and the Chargor hereby irrevocably submits to the jurisdiction of the Hong Kong courts.

17.2 The submission to jurisdiction in Clause 17.1 shall not prevent proceedings being brought in any other competent court.

17.3 Notwithstanding any other provisions of this Charge but subject to the Lender's right and entitlement under Clause 16.1, a person who is not a party to this Charge shall not have any rights under the Contracts (Rights of Third Parties) Ordinance (Chapter 623 of the Laws of Hong Kong) to enforce any provisions of this Charge.

18. Counterparts

This Charge may be executed in counterparts and by different parties on separate counterparts which when taken together shall be deemed to constitute one single instrument.

19. Independent Legal Advice

The Chargor hereby acknowledges that the Chargor has obtained independent legal advice before execution of this Charge.

## Schedule 1

List of Finance Documents:

1. The Facility Agreement;

2. A share charge of even date over 298,092,515 shares of HK$0.0125 each of the Listed Company, being the shares to be acquired by the Borrower upon completion of the Acquisition, duly executed by the Borrower in favour of the Lender;

3. A personal guarantee of even date duly executed by each of the Guarantors (as defined in Schedule 1A hereinbelow) in favour of the Lender; and

4. This Charge.

## Schedule 1A

List of Guarantor(s):

1. **CHEN JIXIANG (陳繼祥)**, holder of Macau Identity Card no. [redacted] and

2. **ZHAO CHUANRONG (赵传荣)**, holder of PRC Identity Card no. [redacted].

## Schedule 2

Receiver's specific powers

The Receiver will have full power and authority:

1. Possession

   To enter upon, take possession of and generally operate and manage the Charged Shares;

2. Sale and Disposal

   Without restriction, to sell, charge, grant or vary the terms or accept surrenders of options or rights over, or otherwise deal with and dispose of the Charged Shares or any assets acquired in the exercise of its powers under this Charge;

3. Acquisition

   To purchase or acquire any assets or rights required or convenient for the exercise of the Receiver's powers under this Charge;

4. Borrowing

   For the purpose of exercising any of the rights, powers, authorities and discretions conferred on the Receiver by or pursuant to this Charge and/or for defraying any losses or expenses which may be incurred by him in their exercise or for any other purpose, to raise or borrow any money from the Lender or other or to incur any other liability on such terms, whether secured or unsecured, as he may think fit, and whether to rank in priority to this security or not;

5. Appointments, etc.

   To appoint and discharge employees, officers, consultants, advisers, managers, agents, solicitors, accountants or other professionally qualified persons, workmen and others for any of the purposes of this Charge or to protect the Charged Shares upon such terms as to remuneration or otherwise as he may think fit and to discharge any such persons appointed by the Chargor prior to his appointment;

6. Legal Actions and Compromises

6.1 in the name of the Chargor, to bring, prosecute, enforce, defend and discontinue all such actions, suits and proceedings, in relation to the Chargor, the Charged Shares or any business carried on from the Charged Shares, as in any case he thinks fit;

6.2 to settle, adjust, refer to arbitration or expert determination, compromise and arrange any claims, accounts, disputes, questions and demands with or by any person or body who is or claims to be a creditor of the Chargor or relating in any way to the Charged Shares;

7. Receipts

To give valid receipts for all moneys and execute all assurances and things which may be proper or desirable for realizing the Charged Shares;

8. Contracts

To enter into, vary, cancel or waive any of the provisions of any contracts relating to the Charged Shares which he shall in any case think expedient in the interest of the Chargor or the Lender;

9. Form Company

9.1 to promote or establish any company or to acquire shares in any company (whether as a subsidiary of the Chargor or otherwise) to facilitate the exercise of his powers under this Charge;

9.2 to transfer to any such company all or any of the Charged Shares or other assets acquired by him in the exercise of his powers;

9.3 to exercise or cause to be exercised all voting and other rights attaching to, and to charge, sell or otherwise transfer any shares in any such company;

10. Voting Rights

To exercise all voting and other rights attaching to the Shares and all other stocks, shares and securities owned by the Chargor and comprised in the Charged Shares in such manner as he may think fit;

11. Transaction

To carry into effect and complete any transaction;

12. Redeem Security

To redeem any prior security (or procure the transfer of such security to himself) and settle and pass the accounts of the person entitled to the prior security so that any accounts so settled and passed shall (subject to any manifest error) be conclusive and binding on the Chargor and the money so paid shall be deemed to be an expense properly incurred by the Receiver; and

13. General

Either in the name of the Chargor or in the name of the Receiver, to execute documents and do all other acts or things which the Receiver may consider to be incidental or conducive to any of the Receiver's powers or to the relization or use of the Charged Shares.

**EXECUTION PAGE**

**Chargor**

SEALED WITH THE COMMON SEAL OF)
**MAX PREMIER LIMITED** )
and signed by )
**CHEN Jixiang (陳繼祥)** )
in the presence of: )

Lee Eva
Solicitor, Hong Kong SAR
WE Lawyers

**Lender**

SEALED WITH THE COMMON SEAL OF)
**KINGSTON SECURITIES LIMITED** )
and signed by )
**CHAN, Ka Ho** )
in the presence of: )

CHAN Natalie Yuen Yuen
Solicitor, Hong Kong SAR
ROBERTSONS