

Dated 27 October 2025

Celestia HoldCo Limited
as the Mortgagor

and

Shanghai Pudong Development Bank Co., Ltd., Shanghai Branch
as the Mortgagee

EQUITABLE SHARE MORTGAGE

(in respect of shares held by the Mortgagor in Celestia BidCo Limited)

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CONTENTS

Clause	Page
1 Definitions and Interpretation	1
2 Payment of Secured Liabilities	5
3 Security.....	5
4 Perfection of Security	5
5 Delivery of Documents.....	6
6 Further Assurance.....	7
7 Restrictions on Dealings	8
8 Shares and general undertakings.....	8
9 Enforcement of Security.....	9
10 Powers of Sale	10
11 Appointment of Receiver.....	10
12 Powers of Receiver	11
13 Application of Monies	14
14 Receipt and Protection of Purchasers	14
15 Power of Attorney.....	14
16 Representations.....	15
17 Effectiveness of Security.....	16
18 Release of Security	18
19 Subsequent and Prior Security Interests.....	19
20 Discretion and Delegation.....	19
21 Changes to Parties	20
22 Notices.....	20
23 Counterparts	20
24 Governing Law.....	20
25 Jurisdiction	20
SCHEDULE 1 Particulars of Shares	22
SCHEDULE 2 Form of Instrument of Transfer	23
SCHEDULE 3 Form of Irrevocable Proxy and Power of Attorney	25
SCHEDULE 4 Form of Deed of Undertaking and Confirmation from the Company to the Mortgagee.....	26
SCHEDULE 5 Form of Letter Agreement with Registered Office Provider	29

THIS DEED OF EQUITABLE SHARE MORTGAGE (THE DEED) is made on
27 October 2025

Between

- 1 **Celestia HoldCo Limited**, an exempted company incorporated under the laws of the Cayman Islands with limited liability with registration number 424898 and having its registered office at the offices of Conyers Trust Company (Cayman) Limited, Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands (the **Mortgagor**); and
- 2 **Shanghai Pudong Development Bank Co., Ltd., Shanghai Branch**, as security trustee for the Secured Parties on the terms and conditions set out in the Intercreditor Agreement (the **Mortgagee**, which expression shall include its successors, assigns and transferees).

Background:

- A The Mortgagor and the Mortgagee enter into this Deed in connection with the Senior Primary Finance Documents (as defined below).
- B The parties to this Deed intend for this Deed to take effect as a deed, notwithstanding that any party to it may only execute this Deed under hand.

NOW THIS DEED WITNESSES as follows:

1 Definitions and Interpretation

1.1 Definitions

Additional Facility has the meaning given to it in the Intercreditor Agreement.

BOTA means Beneficial Ownership Transparency Act (Revised) of the Cayman Islands.

Business Day has the meaning given to it in the Intercreditor Agreement.

Collateral Rights means all rights, powers and remedies of the Mortgagee (or any Receiver or Delegate pursuant to this Deed or the Senior Primary Finance Documents) provided by or pursuant to this Deed or by law.

Companies Act means the Companies Act (Revised) of the Cayman Islands.

Company means Celestia BidCo Limited, an exempted company incorporated under the laws of the Cayman Islands with limited liability with registration number 424891 and having its registered office at the offices of Conyers Trust Company (Cayman) Limited, Cricket Square, Hutchins Drive, PO Box 2681, Grand Cayman, KY1-1111, Cayman Islands.

Debt Document has the meaning given to it in the Intercreditor Agreement.

Delegate means any delegate or sub-delegate appointed under Clause 20.2 (*Delegation*).

Dividends has the meaning given to it in the definition of Related Rights below.

Enforcement Event has the meaning given to the term “Acceleration Event” in the Intercreditor Agreement.

Initial Shares means the share(s) in the Company owned by the Mortgagor as at the date of this Deed, the details of which are set out in Schedule 1 (*Particulars of Shares*).

Initial Utilisation Date has the meaning given to it in the Senior Facilities Agreement.

Intercreditor Agreement means the intercreditor agreement dated 27 October 2025 between, among others, the Company as company and the Mortgagee as agent and as security agent.

Mortgaged Property means the Shares and the Related Rights.

Obligor has the meaning given to it in the Intercreditor Agreement.

Permitted Security has the meaning given to it in the Senior Facilities Agreement.

Quasi-Security has the meaning given to it in the Senior Facilities Agreement.

Receiver means an administrative receiver or receiver and manager or a receiver of the whole or any part of the Mortgaged Property and that term will include any appointee under a joint and/or several appointment.

Register of Members has the meaning given to it in Clause 4(a) (*Perfection of Security*).

Related Rights means, in relation to any asset:

- (a) the proceeds of sale of any part of that asset;
- (b) all rights under any agreement for sale or other disposal in respect of that asset;
- (c) all rights, powers, benefits, claims, contracts, warranties, remedies, security, guarantees, indemnities and/or covenants for title in respect of that asset;
- (d) any moneys and proceeds paid or payable in respect of that asset;
- (e) all dividends, distributions, interest and monies payable in respect thereof (whether in cash, securities or other property) and any rights, assets, shares and/or securities deriving therefrom or accruing thereto whether by way of redemption, bonus, preference, option, division, re-classification, substitution, conversion, compensation or otherwise (**Dividends**);
- (f) any award or judgment in favour of the Mortgagor in relation to any asset;
- (g) any rights against any clearing system in which such asset is held; and/or
- (h) any other assets deriving from, or relating to such asset,

(in each case) from time to time.

Restrictions Notice means a restrictions notice issued under section 19 of the BOT.

Secured Liabilities has the meaning given to it in the Intercreditor Agreement.

Secured Parties has the meaning given to it in the Intercreditor Agreement.

Security has the meaning given to it in the Senior Facilities Agreement.

Security Period means the period beginning on the date of this Deed and ending on the Final Discharge Date (as defined in the Intercreditor Agreement).

Senior Facilities Agreement means the facilities agreement dated 27 October 2025 between, among others, the Company as borrower, the Mortgagor as parent and the Mortgagee as mandated lead arranger, as agent and as security agent, as amended or supplemented from time to time.

Senior Primary Finance Documents has the meaning given to it in the Intercreditor Agreement.

Shares means:

- (a) the Initial Shares;
- (b) any shares acquired in respect of Initial Shares by reason of a division or combination of shares, share dividend, reclassification or otherwise; and
- (c) all other shares from time to time issued by the Company and held directly by, to the order of or on behalf of (whether by any trustee, nominee, fiduciary or clearance system or otherwise) the Mortgagor.

Transaction Security has the meaning given to it in the Intercreditor Agreement.

Transaction Security Documents has the meaning given to it in the Intercreditor Agreement.

1.2 **Construction**

In this Deed, unless the context otherwise requires or this Deed provides otherwise:

- (a) a term which is used in the Facilities Agreement or the Intercreditor Agreement (as the case may be) shall have the same meaning (and be subject to the same construction) in this Deed;
- (b) in construing this Deed, the provisions in clause 1.2 (*Construction*) of the Intercreditor Agreement apply to this Deed with all necessary changes;
- (c) any reference in this Deed to a **Senior Primary Finance Document, Debt Document** or any other agreement or instrument is a reference to that Senior Primary Finance Document or that Debt Document or other agreement or instrument as amended, varied, novated, supplemented, extended, restated (however fundamentally and whether or not more onerously) or replaced and includes any change in the purpose of, any extension of or any increase in any facility or the addition of any new facility under that Senior Primary Finance

Document, Debt Document or other agreement or instrument, whether by way of the incurrence of any Additional Facility or in any other manner whatsoever;

- (d) any reference in this Deed to the **Mortgagor**, the **Mortgagee** or any or all of the Secured Parties shall be construed so as to include its or their (and any subsequent) successors and any permitted assigns and transferees in accordance with their respective interests;
- (e) **continuing** in relation to an Enforcement Event means that the relevant Enforcement Event has occurred and the underlying notice of acceleration has not been withdrawn by the relevant Senior Agent; and
- (f) references in this Deed to any Clause or Schedule shall be to a clause or schedule contained in this Deed.

1.3 Conflict

- (a) This Deed shall be subject to the terms of the Senior Facilities Agreement and to the terms of the Intercreditor Agreement. If and to the extent any provision of this Deed (other than Clause 24 (*Governing law*) and Clause 25 (*Jurisdiction*)) is inconsistent with the provisions of:
 - (i) the Senior Facilities Agreement, then (to the extent permitted by law) the Senior Facilities Agreement shall prevail; or
 - (ii) the Intercreditor Agreement, then (to the extent permitted by law) the Intercreditor Agreement shall prevail.
- (b) If and to the extent any provision of this Deed is inconsistent with the provisions of any other Senior Primary Finance Document (other than the Senior Facilities Agreement and/or the Intercreditor Agreement), then (to the extent permitted by law) the terms of this Deed shall prevail.
- (c) Notwithstanding anything to the contrary in this Deed, the terms of this Deed shall not operate or be construed so as to prohibit or restrict any transaction, matter or other step not prohibited by the Senior Primary Finance Documents or where any requisite consent from the Secured Parties has been obtained and the Mortgagee shall promptly enter into such documentation and/or take such other action as is required by the Mortgagor (acting reasonably) in order to facilitate any such transaction, matter or other step, including by way of executing any confirmation, consent to dealing, release or other similar or equivalent document, provided that any costs and expenses incurred by the Mortgagee entering into such documentation and/or taking such other action at the request of the Mortgagor pursuant to this paragraph (c) shall be for the account of the Mortgagor, subject to clause 17 (*Costs and expenses*) of the Intercreditor Agreement.

1.4 Third Party Rights

- (a) Unless expressly provided to the contrary in this Deed, a person who is not a party to this Deed (other than any Secured Party, Receiver, attorney, manager, agent or any other person referred to in Clause 20.2 (*Delegation*)) has no right under the Contracts (Rights of Third Parties) Act, 2014 to enforce or enjoy the benefit of any term of this Deed.

- (b) Notwithstanding any terms of this Deed, the consent of any third party is not required for any variation (including any release or compromise of any liability under) or termination of this Deed.

2 Payment of Secured Liabilities

- (a) The Mortgagor, as primary obligor and not merely as surety, covenants with the Mortgagee to pay or discharge the Secured Liabilities on the date or dates on which such Secured Liabilities are expressed to become due in accordance with the terms of the relevant Senior Primary Finance Document.
- (b) Subject to Clause 2(c), the Mortgagor confirms that the covenant in Clause 2(a) and all its indemnity obligations under this Deed and all security granted by it hereunder shall extend to the full amount of the Secured Liabilities.
- (c) The recourse of the Mortgagee in respect of the Mortgagor's obligations under this Deed shall be limited to the Mortgaged Property. To the extent that enforcement of this Deed over the Mortgaged Property is not sufficient to discharge the Secured Liabilities in full, the Mortgagor shall nevertheless have no further liabilities under this Deed.

3 Security

- (a) As legal and beneficial owner and as continuing security for the discharge and payment of the Secured Liabilities, the Mortgagor hereby:
 - (i) mortgages in favour of the Mortgagee by way of a first equitable mortgage all its rights, title and interest in and to the Shares; and
 - (ii) charges in favour of the Mortgagee, by way of a first fixed charge, all of its rights, title and interest in and to the Shares and all Related Rights in relation thereto including all benefits, present and future, actual and contingent accruing in respect of the Shares and all Related Rights (to the extent not effectively mortgaged under Clause 3(a)(i)).
- (b) The Mortgagor hereby authorises the Mortgagee to arrange at any time following the occurrence of an Enforcement Event which is continuing, for the Mortgaged Property or any part thereof to be registered in the name of the Mortgagee (or its nominee) thereupon to be held, as so registered, subject to the terms of this Deed.

4 Perfection of Security

- (a) The Mortgagor shall procure that the Company shall, promptly following the date of this Deed, enter particulars of the Security created pursuant to this Deed by way of the annotation set out below in the register of members of the Company (the **Register of Members**), and as soon as reasonably practicable following the date of this Deed but in any event within 15 Business Days of the date of this Deed, deliver or procure to be delivered to the Mortgagee a certified true copy of the updated Register of Members:

"All of the shares registered in the name of Celestia HoldCo Limited are mortgaged and charged in favour of Shanghai Pudong Development Bank Co., Ltd., Shanghai

Branch pursuant to an equitable share mortgage dated [Date], as amended, varied, modified, supplemented, restated or novated or replaced from time to time."

- (b) The Mortgagor shall, promptly following the date of this Deed, instruct its registered office provider to enter particulars as required by the Companies Act of the Security created pursuant to this Deed in the register of mortgages and charges of the Mortgagor (the **ROMC**), and as soon as reasonably practicable following the date of this Deed but in any event within 15 Business Days of the date of this Deed, deliver or procure to be delivered to the Mortgagee a certified true copy of the updated ROMC.

5 Delivery of Documents

- (a) The Mortgagor shall, as soon as reasonably practicable following the date of this Deed and in any event no later than 20 Business Days (or such longer period as may be agreed between the Mortgagor and the Mortgagee (each acting reasonably)) after the date of this Deed, deposit with the Mortgagee (or as the Mortgagee directs) the following:
 - (i) all certificates (if any) representing the Initial Shares;
 - (ii) an undated instrument of transfer in respect of the Shares, executed in blank by or on behalf of the Mortgagor in substantially the form set out in Schedule 2 (*Form of Instrument of Transfer*);
 - (iii) a dated irrevocable proxy and power of attorney in respect of the Shares, executed in blank by or on behalf of the Mortgagor in substantially the form set out in Schedule 3 (*Form of Irrevocable Proxy and Power of Attorney*);
 - (iv) a dated irrevocable deed of undertaking and confirmation from the Company to the Mortgagee in substantially the form set out in Schedule 4 (*Form of Deed of Undertaking and Confirmation from the Company to the Mortgagee*); and
 - (v) a dated letter agreement executed by or on behalf of the Company and the Mortgagor and delivered to its registered office provider in substantially the form set out in Schedule 5 (*Form of Letter Agreement with Registered Office Provider*).
- (b) The Mortgagor shall, on or prior to the Initial Utilisation Date, deliver to the Mortgagee a copy of the special resolutions of the sole shareholder of the Company amending the memorandum and articles of association of the Company, pursuant to which the memorandum and articles of association of the Company have been amended to disapply any restriction on the transfer or the registration of the transfer of the Shares on enforcement of the Security created pursuant to this Deed.
- (c) The Mortgagor shall use commercially reasonable endeavours for a period of 20 Business Days from the date that it delivers the letter agreement referred to in paragraph (a)(v) above, to procure that the registered office provider of the Company provide the Mortgagee (or as the Mortgagee directs) a copy of such letter agreement countersigned by the registered office provider of the Company,

provided that if the Mortgagor has used its commercially reasonable endeavours but has not been able to obtain such an acknowledgement, its obligation to obtain such a countersignature shall cease on the expiry of that 20 Business Day period.

- (d) To the extent not delivered pursuant to Clause 5(a), the Mortgagor shall deposit with the Mortgagee (or as the Mortgagee directs) within 20 Business Days (or such longer period as may be agreed between the Mortgagor and the Mortgagee (each acting reasonably) of the date on which any further Shares (that are not Initial Shares) are acquired by, or issued to, the Mortgagor, all certificates (if any) representing such further Shares and a certified copy of the Register of Members showing the Mortgagor as the registered owner of such further Shares.
- (e) The Mortgagor shall, within 20 Business Days of the date of resignation of any director of the Mortgagor who executed any item listed in Clauses 5(a)(ii) and 5(a)(iii), deliver or cause to be delivered to the Mortgagee the items listed in Clauses 5(a)(ii) and 5(a)(iii) executed by another duly appointed director of the Mortgagor, together with a copy of the updated register of directors of the Mortgagor.

6 Further Assurance

6.1 Further Assurance: General

- (a) Subject to the Security Principles, the Mortgagor shall at its own expense promptly do all such acts or execute all such documents (including assignments, transfers, mortgages, charges, notices and instructions) as the Mortgagee or any Receiver or Delegate may reasonably specify to the Mortgagor (and in such form as the Mortgagee or any Receiver or Delegate may reasonably require (but on no more onerous terms than any security over the same type of assets provided by the Mortgagor) in favour of the Mortgagee or its nominee(s)):
 - (i) to perfect the Security created or intended to be created under or evidenced by this Deed (which may include the execution of a mortgage, charge, assignment or other Security over all or any of the assets which are, or are intended to be, the subject of the Security) or for the exercise of any rights, powers and remedies of the Mortgagee or any Receiver, Delegate or the Secured Parties provided by or pursuant to this Deed or by applicable law; and/or
 - (ii) (following the occurrence of an Enforcement Event which is continuing) to facilitate the realisation of the assets which are, or are intended to be, the subject of the Security.
- (b) Subject to the Security Principles, the Mortgagor shall take all such action as is available to it (including making all filings and registrations) as may be necessary for the purpose of the creation, perfection, protection or maintenance of any Security conferred or intended to be conferred on the Mortgagee or the Secured Parties by or pursuant to this Deed.

6.2 Covenants of Title

The obligations of the Mortgagor under this Deed shall be in addition to any covenants for title deemed to be included in this Deed under applicable law.

7 Restrictions on Dealings

- (a) The Mortgagor shall not create or permit to subsist any Security or Quasi-Security over any Mortgaged Property, except as expressly permitted under any Senior Primary Finance Documents or with the prior written consent of the Mortgagee.
- (b) The Mortgagor shall not enter into a single transaction or a series of transactions (whether related or not and whether voluntary or involuntary) to sell, lease, transfer, assign or otherwise dispose of any interest in all or any of the Mortgaged Property, except as expressly permitted under any Senior Primary Finance Documents or with the prior written consent of the Mortgagee.

8 Shares and general undertakings

8.1 Voting before enforcement

Subject to Clause 8.2 (*Voting after enforcement*), the Mortgagor shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Share as it sees fit provided that it does so for a purpose which:

- (a) is not inconsistent with, or would not breach the terms of, any Transaction Security Document;
- (b) does not affect the validity or enforceability of the Transaction Security; and
- (c) does not cause an Event of Default to occur,

8.2 Voting after enforcement

At any time after the occurrence of an Enforcement Event which is continuing:

- (a) the Mortgagee or any Receiver shall be entitled to exercise or direct the exercise of the voting and other rights attached to any Share in such manner as it sees fit;
- (b) the Mortgagor shall comply or procure the compliance with any directions of the Mortgagee or any Receiver in respect of the exercise of those rights and shall promptly execute and/or deliver to the Mortgagee or any Receiver such forms of proxy as the Mortgagee or any Receiver may require with a view to enabling such person as the Mortgagee or any Receiver selects to exercise those rights;
- (c) the Mortgagee or any Receiver may in its discretion (in the name of the Mortgagor or otherwise) apply all distributions, interest and other monies received in respect of the Mortgaged Property in accordance with Clause 13 (*Application of Monies*); and
- (d) the Mortgagee or any Receiver may, in its discretion, (in the name of the Mortgagor or otherwise) transfer the Shares into the name of the Mortgagee or the name of a nominee.

8.3 Dividends before enforcement

Subject to Clause 8.4 (*Dividends after enforcement*), all Dividends and other distributions to the extent paid or payable in respect of any Share may be retained by the Mortgagor (to be applied in the manner not contrary to the Senior Facilities Agreement and the Intercreditor Agreement).

8.4 Dividends after enforcement

At any time after the occurrence of an Enforcement Event which is continuing, the Mortgagor shall hold any Dividend received by it on trust for the Secured Parties and pay the same immediately to the Mortgagee or as it may direct. The Mortgagee shall be entitled to apply the same as permitted in accordance with the terms of the Debt Documents.

8.5 Payment of calls etc.

The Mortgagor shall promptly pay or procure the payment of all calls, instalments or other payments which may at any time become due in respect of any of the Mortgaged Property or where failure to do so could reasonably be expected to create a liability for any Secured Party.

8.6 Register of Members

The Mortgagor shall ensure that the Company (a) shall not seek to re-designate or otherwise re-create its original Register of Members and (b) shall maintain its original Register of Members at the office of Conyers Trust Company (Cayman) Limited in the Cayman Islands or at the office of such replacement registered office provider to Conyers Trust Company (Cayman) Limited in the Cayman Islands in respect of which the Company has delivered to the Mortgagee a letter in substantially the form set out in Schedule 5 (*Form of Letter Agreement with Registered Office Provider*) (or such other form as is acceptable to the Mortgagee), signed by the Company and that replacement registered office provider.

8.7 No other prejudicial conduct

The Mortgagor shall not do, or consent to the doing of, anything which could reasonably be expected to prejudice the validity, enforceability or (subject to any Permitted Security) priority of any of the Security created pursuant to this Deed.

9 Enforcement of Security

9.1 Enforcement

Upon and after the occurrence of an Enforcement Event which is continuing, the Security created pursuant to this Deed is immediately enforceable and the Mortgagee may:

- (a) enforce all or any part of such Security (at the times, in the manner and on the terms it thinks fit) and take possession of and hold or dispose of all or any part of the Mortgaged Property;
- (a) sell, transfer, grant options over or otherwise dispose of the Mortgaged Property or any part thereof at such place and in such manner and at such price as the Mortgagee may deem fit;

- (b) appoint a Receiver and remove or replace any such Receiver in accordance with Clause 11 (*Appointment of Receiver*);
- (c) complete, date and deliver any document delivered to it under Clause 5 (*Delivery of Documents*) of this Deed; and/or
- (d) whether or not it has appointed a Receiver, exercise all or any of the powers, authorities and discretions given to a Receiver by this Deed or otherwise conferred by law on mortgagees and/or receivers in relation to the Mortgaged Property.

9.2 **No Liability as Mortgagee in Possession**

Neither the Mortgagee nor any Receiver shall be liable to account as a mortgagee in possession in respect of all or any part of the Mortgaged Property except for actual receipts or be liable for any loss upon realisation or for any neglect, default or omission in connection with the Mortgaged Property to which a mortgagee or a mortgagee in possession might otherwise be liable.

10 **Powers of Sale**

10.1 **Extension of Powers**

The power of sale or other disposal conferred on the Mortgagee and on any Receiver by this Deed shall arise (and the Secured Liabilities shall be deemed due and payable for that purpose) on execution of this Deed and shall be exercisable in accordance with Clause 9.1 (*Enforcement*).

10.2 **Restrictions**

Any restrictions imposed by law on the power of sale or on the consolidation of security shall be excluded to the fullest extent permitted by law.

11 **Appointment of Receiver**

11.1 **Appointment and Removal**

Either upon and after the occurrence of an Enforcement Event which is continuing or if requested by the Mortgagor in writing at any time, the Mortgagee may (but for the avoidance of doubt shall not be obliged to) by deed or otherwise (acting through an authorised officer of the Mortgagee), without any notice to the Mortgagor:

- (a) appoint one or more person or persons as the Mortgagee thinks fit to be a Receiver of the whole or any part of the Mortgaged Property;
- (b) appoint two or more Receivers of separate parts of the Mortgaged Property;
- (c) remove (so far as it is lawfully able) any Receiver so appointed (whether or not the Mortgagee appoints any other person as a Receiver in its place); and/or
- (d) appoint another person(s) as an additional or replacement Receiver(s).

11.2 **Capacity of Receivers**

Each person appointed to be a Receiver pursuant to Clause 11.1 (*Appointment and Removal*) shall be:

- (a) entitled to act individually or together with any other person appointed or substituted as Receiver;
- (b) for all purposes deemed to be the agent of the Mortgagor which shall be solely responsible for his acts, defaults and liabilities and for the payment of his remuneration and no Receiver shall at any time act as agent for the Mortgagee; and
- (c) entitled to remuneration for his services at a rate to be fixed by the Mortgagee from time to time.

11.3 Powers of Appointment

The powers of appointment of a Receiver herein contained shall be in addition to all powers of appointment of the Mortgagee under applicable law and such powers shall remain exercisable from time to time by the Mortgagee in respect of all or any part of the Mortgaged Property.

12 Powers of Receiver

12.1 Powers of Receiver

Every Receiver shall have and be entitled to exercise, in relation to the Mortgaged Property or that part thereof in respect of which he was appointed, and as varied and extended by the provisions of this Deed (in the name of or on behalf of the Mortgagor or in his own name and, in each case, at the cost of the Mortgagor):

- (a) all the powers and rights of an absolute owner and power to do or omit to do anything which the Mortgagor itself could do or omit to do;
- (b) all the powers conferred on a receiver by any provision of Cayman Islands law; and
- (c) the power to do all things (including without limitation bringing or defending proceedings in the name or on behalf of the Mortgagor) which seem to the Receiver to be incidental or conducive to (i) any of the functions, powers, authorities or discretions conferred on or vested in him or (ii) the exercise of any Collateral Rights (including without limitation realisation of all or any part of the Mortgaged Property) or (iii) bringing to his hands any assets of the Mortgagor forming, or which, when got in, would be part of the Mortgaged Property.

12.2 Additional Powers of Receiver

In addition to and without prejudice to the generality of the foregoing, every Receiver shall have the following powers in relation to the Mortgaged Property in respect of which he was appointed (and every reference in this Clause 12.2 to the **Mortgaged Property** shall be read as a reference to that part of the Mortgaged Property in respect of which such Receiver was appointed):

- (a) Take Possession

power to enter upon, take immediate possession of, demand, collect and get in the whole or any part of the Mortgaged Property including without limitation dividends and other income whether accrued before or after the date of his appointment;

(b) Employees

power to appoint and discharge managers, officers, agents, accountants, servants, workmen and others for the purposes of this Deed upon such terms as to remuneration or otherwise as he thinks fit with the prior written consent of the Mortgagee and discharge any person appointed by the Mortgagor;

(c) Proceedings and Claims

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

(d) Carry on Business

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

(e) Deal with Mortgaged Property

power, in relation to the Mortgaged Property and each and every part thereof, to sell, transfer, convey, dispose of or concur in any of the foregoing by the Mortgagor or any other receiver or manager of the Mortgagor (including without limitation to or in favour of the Mortgagee) in such manner and generally on such terms as he thinks fit;

(f) Acquisitions

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

(g) New Subsidiary

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

(h) Insurance

power to effect, maintain or renew indemnity and other insurances and to obtain bonds and performance guarantees;

(i) Borrowing

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

(j) Redemption of Security

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

(k) Covenants, Guarantees and Indemnities

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

(l) Appointment

power to appoint an attorney or accountant or other professional qualified person to assist him in the performance of his functions;

(m) Receipts

power to give a valid receipt for any moneys and execute any assurance or thing which may be proper or desirable for realising any Mortgaged Property;

(n) Payment

power to make any payment which is necessary or incidental to the performance of his functions;

(o) Delegation

power to delegate his powers in accordance with this Deed; and

(p) Exercise of Powers in Mortgagor's Name

power to exercise any or all of the above powers on behalf of and in the name of the Mortgagor (notwithstanding any winding-up or dissolution of the Mortgagor) or on his own behalf, in respect of the Mortgaged Property.

12.3 Terms of Disposition

In making any sale or other disposal of all or any part of the Mortgaged Property or any acquisition in the exercise of their respective powers, a Receiver or the Mortgagee may accept or dispose of as, and by way of, consideration for such sale or other disposal or acquisition, cash, shares, loan capital or other obligations, including without limitation consideration fluctuating according to or dependent upon profit or turnover and consideration the amount whereof is to be determined by an independent expert valuer. Any such consideration may, if thought expedient by a Receiver or the Mortgagee, be such amount as such Receiver or the Mortgagee thinks fit or may be payable or receivable in a lump sum or by instalments. Any contract for any such sale, disposal or acquisition by a Receiver or the Mortgagee may contain conditions excluding or restricting the personal liability of any Receiver or the Mortgagee.

13 Application of Monies

13.1 Order of Application

Without prejudice to Clause 13.2 (*Suspense Account*), the Mortgagee (and any Receiver) shall apply the monies received or recovered by it in exercise of their rights under this Deed, subject to the rights of any creditors having priority by statute, in accordance with clause 12.1 (*Order of application*) of the Intercreditor Agreement.

13.2 Suspense Account

All monies received, recovered or realised by the Mortgagee or any Receiver under this Deed or the powers conferred by it (including the proceeds of any conversion of currency) may, in the discretion of the Mortgagee or any Receiver, be credited to and held in an interest bearing suspense account pending their application from time to time in or towards the discharge of any of the Secured Liabilities in accordance with Clause 13.1 (*Order of Application*).

13.3 Application by Mortgagor

Any application under this Clause 13 shall override any application by the Mortgagor.

14 Receipt and Protection of Purchasers

14.1 Receipt

The receipt of the Mortgagee or any Receiver shall be conclusive discharge to a purchaser of any part of the Mortgaged Property from the Mortgagee or such Receiver.

14.2 Protection of Purchasers

No purchaser or other person dealing with the Mortgagee or any Receiver shall be bound to inquire whether the right of the Mortgagee or such Receiver to exercise any of its powers has arisen or become exercisable or be concerned with any propriety or regularity on the part of the Mortgagee or such Receiver in such dealings.

15 Power of Attorney

15.1 Appointment

The Mortgagor by way of security (including, without limitation, to secure the performance of Mortgagor's obligations to the Mortgagee under the Senior Primary Finance Documents) irrevocably appoints the Mortgagee, every Receiver and every Delegate severally to be its attorney (with full power of substitution), on its behalf and in its name or otherwise, at such time and in such manner as the attorney thinks fit:

- (a) to do anything which the Mortgagor is obliged to do (but has not done) by way of further assurance or perfection under this Deed either (i) within 20 Business Days of the Mortgagor being notified of that failure and being requested to comply or (ii) at any time after the occurrence of an Enforcement Event which is continuing (in each case including to execute mortgages or charges over, transfers, conveyances, assignments and assurances of, and other instruments, notices, orders and directions relating to, the Mortgaged Property); and
- (b) to, after the occurrence of an Enforcement Event which is continuing, exercise any of the rights conferred on the Mortgagee, any Receiver or any Delegate in relation to the Mortgaged Property under any Senior Primary Finance Document or generally under the laws of the Cayman Islands.

15.2 Ratification

The Mortgagor ratifies and confirms and agrees to ratify and confirm whatever any such attorney shall lawfully and reasonably do in the exercise or purported exercise in good faith of the power of attorney granted by it in Clause 15.1 (*Appointment*).

16 Representations

16.1 Representations

- (a) The Mortgagor makes the Repeating Representations (to the extent applicable to it) set forth in the Senior Facilities Agreement to the Mortgagee.
- (b) The Mortgagor represents and warrants that:
 - (i) the Shares represent 100 per cent. of the issued shares in the Company and are (with effect from the date on which the cash proceeds of the Equity Investment are paid to the Company) fully paid and validly issued and subject to the passing of the special resolutions of the sole shareholder of the Company amending the memorandum and articles of association of the Company referred to in Clause 5(b), (upon enforcement of the Security created under this Deed in accordance with its terms) freely transferable, and not subject to any pre-emption, option to purchase or similar rights, and there are no moneys or liabilities outstanding or payable in respect of any such share, other than any restriction or inhibition on transfer that is imposed or required by applicable law or regulation or pursuant to or as contemplated by the Acquisition Documents (if any);
 - (ii) as of the date of this Deed, the particulars of the Shares as set out in Schedule 1 (*Particulars of Shares*) are accurate in all respects; and

- (iii) none of the Mortgaged Property is subject to or affected by any Restrictions Notice issued by the Company or its registered office provider pursuant to the BOTAs.

16.2 Timing and repetition

- (a) The representations and warranties set out in Clause 16.1 above are each made by the Mortgagor on the date of this Deed and thereafter on each date on which the Repeating Representations are required to be made, except that those in paragraph (a) and (b)(ii) of Clause 16.1 are made only on the date of this Deed.
- (b) Each representation or warranty deemed to be made after the date of this Deed shall be deemed to be made by reference to the facts and circumstances existing at the date the representation or warranty is deemed to be made.

17 Effectiveness of Security

17.1 Continuing Security

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

17.2 Cumulative Rights

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

17.3 Waiver of defences

None of the obligations of the Mortgagor under this Deed or the Collateral Rights shall be affected by any act, omission, matter or thing which, but for this provision, would reduce, release or prejudice any of its obligations under this Deed (whether or not known to it or any Secured Party), including:

- (a) any time, waiver or consent granted to, or composition with, the Mortgagor, any other Obligor or any other person;
- (b) the release of the Mortgagor, any other Obligor or any other person under the terms of any composition or arrangement with any creditor of any Group Member;
- (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 the Mortgagor, any other Obligor or any other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any security;

- (d) any death, mental or other incapacity (as the case may be) or lack of power, authority or legal personality of or dissolution or change in the members or status of the Mortgagor, any other Obligor or any other person;
- (e) any amendment, novation, supplement, extension, restatement (however fundamental and whether or not more onerous) or replacement of a Debt Document or any other document or security including any change in the purpose of, any extension of or increase in any facility or the addition of any new facility under any Debt Document or any other document or security;
- (f) any unenforceability, illegality, invalidity of any obligation of any person under any Debt Document or any other document or security; or
- (g) any insolvency, or similar proceedings.

17.4 Remedies and Waivers

No failure to exercise, nor any delay in exercising, on the part of the Mortgagee, any Collateral Right or remedy under this Deed shall operate as a waiver of any such right or remedy or constitute an election to affirm this Deed. No election to affirm this Deed on the part of the Mortgagee shall be effective unless it is in writing. No single or partial exercise of any Collateral Right or remedy shall prevent any further or other exercise or the exercise of any other Collateral Right or remedy. The rights and remedies provided in this Deed are cumulative and not exclusive of any rights or remedies provided by law.

17.5 No Liability

None of the Mortgagee or any Receiver shall be liable for any losses, involuntary or otherwise, which arise in the exercise by the Mortgagee or any Receiver of their respective powers under this Deed other than where such loss arises as a consequence of that person's gross negligence, fraud or wilful misconduct.

17.6 Partial Invalidity

If, at any time, any provision of this Deed is or becomes illegal, invalid or unenforceable in any respect under the law of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions of this Deed nor the legality, validity or enforceability of such provision under the law of any other jurisdiction will in any way be affected or impaired thereby and, if any part of the security intended to be created by or pursuant to this Deed is invalid, unenforceable or ineffective for any reason, that shall not affect or impair any other part of that security.

17.7 No Prior Demand

The Mortgagee shall not be obliged to make any demand of or enforce any rights or claim against the Mortgagor or any other person, to take any action or obtain judgment in any court against the Mortgagor or any other person or to make or file any proof or claim in a liquidation, bankruptcy or insolvency of the Mortgagor or any other person or to enforce or seek to enforce any other security in respect of any or all of the Secured Liabilities before exercising any Collateral Right.

17.8 Deferral of rights

- (a) Unless the Security Period has expired or the Mortgagee otherwise directs, the Mortgagor shall not exercise any rights which it may have by reason of performance by it of its obligations under the Debt Documents or by reason of any amount being payable, or liability arising, under this Deed:
- (i) to be indemnified by any Obligor or Debtor;
 - (ii) to claim any contribution from any guarantor of or other provider of Security for any Obligor's or Debtor's obligations under the Debt Documents;
 - (iii) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Secured Parties under the Debt Documents or of any other guarantee or security taken pursuant to, or in connection with, the Debt Documents by any Secured Party;
 - (iv) to bring legal or other proceedings for an order requiring any Obligor or any Debtor to make any payment, or perform any obligation in respect of which the Mortgagor has given a guarantee, security, undertaking or indemnity under any Debt Document;
 - (v) to exercise any right of set-off against any Obligor or Debtor; and/or
 - (vi) to claim or prove as a creditor of any Obligor or Debtor in competition with any Secured Party.
- (b) If the Mortgagor receives any benefit, payment or distribution in relation to such rights it shall hold that benefit, payment or distribution to the extent necessary to enable all Secured Liabilities to be repaid in full on trust for the Secured Parties and shall promptly pay or transfer the same to the Mortgagee or as the Mortgagee may direct for application in accordance with Clause 13 (*Application of monies*).

17.9 Reinstatement

If any discharge, release or arrangement in respect of the Secured Liabilities is made by any Secured Party in whole or in part on the basis of any payment, security or other disposition which is avoided or must be restored on insolvency, liquidation, administration or otherwise then the liability of the Mortgagor under this Deed will continue or be reinstated as if the discharge, release or arrangement had not occurred.

18 Release of Security

18.1 Redemption of Security

Upon occurrence of the Final Discharge Date (as defined in the Intercreditor Agreement) or as otherwise expressly contemplated in the Senior Primary Finance Documents, the Mortgagee shall, at the request and cost of the Mortgagor, promptly release, reassign or discharge (as appropriate) the Mortgaged Property from the Security created pursuant to this Deed subject to, and in accordance with, the terms of any Debt Documents, including subject to Clauses 17.9 (*Reinstatement*) and 18.2 (*Avoidance of Payments*) of this Deed.

18.2 Avoidance of Payments

If the Mortgagee (acting reasonably) considers that an amount paid to a Secured Party under a Debt Document is capable of being avoided or otherwise set aside on the liquidation, judicial management or administration of the payer or otherwise, then that amount will not be considered to have been irrevocably paid for the purposes of this Deed.

19 Subsequent and Prior Security Interests

19.1 Subsequent security interests

- (a) If any subsequent charge or other interest affects any Mortgaged Property, any Secured Party may open a new account with the Mortgagor.
- (b) If a Secured Party referred to in paragraph (a) above does not open a new account, 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 that Secured Party referred to in paragraph (a) above will be credited or be treated as having been credited to the new account and will not operate to reduce any of the Secured Liabilities unless the Mortgagee agrees otherwise.

19.2 Prior security interests

- (a) At any time after the occurrence of an Enforcement Event which is continuing, the Mortgagee may, at the sole cost of the Mortgagor (payable to the Mortgagee on demand):
 - (i) redeem any prior Security against any Mortgaged Property; and/or
 - (ii) procure the transfer of that Security to itself; 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 Mortgagor.
- (b) The Mortgagor must pay to the Mortgagee, the costs and expenses incurred by the Mortgagee in connection with any such redemption and/or transfer, including the payment of any principal or interest in accordance with clause 19 (*Costs and Expenses*) of the Senior Facilities Agreement, save for any costs and expenses caused by the Mortgagee's fraud, gross negligence or wilful misconduct.

20 Discretion and Delegation

20.1 Discretion

Any liberty or power which may be exercised or any determination which may be made under this Deed by the Mortgagee or any Receiver may be exercised or made in its absolute and unfettered discretion without any obligation to give reasons.

20.2 Delegation

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

20.3 Protections

In acting as Mortgagee, the Mortgagee shall have the benefit of all indemnities, protections and rights on its part set out in the Debt Documents, as if set out fully herein.

21 Changes to Parties

21.1 The Mortgagor

The Mortgagor may not assign, transfer or novate all or any of its rights and benefits (if any) or obligations under this Deed without the prior consent of the Mortgagee.

21.2 The Secured Parties

Any Secured Party may assign, transfer or novate or otherwise dispose of all or any of its rights and obligations under this Deed in accordance with the terms of the Debt Documents to which it is a party.

22 Notices

All notices or other communications under or in connection with this Deed shall be given in accordance with clause 20 (*Notices*) of the Intercreditor Agreement, which shall be deemed to be incorporated into this Deed (including any amendments made from time to time) as if it were set out in full in this Deed.

23 Counterparts

This Deed may be executed in any number of counterparts, all of which taken together shall constitute one and the same instrument.

24 Governing Law

This Deed shall be governed by and construed in accordance with the laws of the Cayman Islands (save that the term "gross negligence" as used in this Deed shall be interpreted in accordance with English law).

25 Jurisdiction

25.1 Cayman Islands Courts

The courts of the Cayman Islands have exclusive jurisdiction to settle any dispute (a **Dispute**) arising out of, or connected with this Deed (including, without limitation, a dispute regarding the existence, validity or termination of this Deed or the consequences of its nullity).

25.2 Convenient Forum

The parties hereto agree that the courts of the Cayman Islands are the most appropriate and convenient courts to settle any Dispute between them and, accordingly, that they will not argue to the contrary.

25.3 Exclusive Jurisdiction

This Clause 25 is for the benefit of the Mortgagee only. As a result and notwithstanding Clause 25.1 (*Cayman Islands Courts*), nothing herein shall prevent the Mortgagee from taking proceedings relating to a Dispute in any other courts with jurisdiction. To the extent allowed by law the Mortgagee may take concurrent proceedings in any number of jurisdictions.

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

SCHEDULE 1
Particulars of Shares

Shareholder	Company in which shares are held	Class of shares	Number of shares	Par value of each share	Share certificate numbers (if any)
Celestia HoldCo Limited	Celestia BidCo Limited	Ordinary Share	538,170,840	US\$0.00002	No certificate

SCHEDULE 2
Form of Instrument of Transfer

Celestia BidCo Limited

(Company)

Instrument of Transfer

The undersigned, Celestia HoldCo Limited (**Transferor**), for value received, does hereby transfer to _____ of _____ (**Transferee**), the _____ share(s) standing in its name in the Company to hold the same unto the said Transferee, subject to the Memorandum and Articles of Association of the Company.

Signed by the Transferor

Signature of

Title/ Capacity

in the presence of

Signature of witness

Print name

Title

Signed by the Transferee

Signature of

Title/ Capacity

in the presence of

Signature of witness

.....
Print name

.....
Title

Dated this _____ day of _____

For Display Only

Celestia BidCo Limited (the Company)

SCHEDULE 4
Form of Deed of Undertaking and Confirmation from the Company to the Mortgagee

DEED OF UNDERTAKING AND CONFIRMATION

Celestia BidCo Limited

[Date]

Shanghai Pudong Development Bank Co., Ltd., Shanghai Branch (the **Mortgagee**, which expression includes its successors, permitted transferees and permitted assigns)

Dear Sirs

Celestia BidCo Limited (the Company)

We refer to the share mortgage in respect of shares in the Company (the **Shares**) dated [Date] between Celestia HoldCo Limited (the **Mortgagor**) and the Mortgagee whereby the Mortgagor granted a mortgage and charge over the Shares in favour of the Mortgagee (the **Share Mortgage**).

Capitalised words and expressions used herein and which are not expressly defined herein have the meanings ascribed to them in the Share Mortgage.

This deed of undertaking and confirmation is given pursuant to the Share Mortgage.

1. The Company irrevocably and unconditionally (a) consents to any transfer of the Shares pursuant to the enforcement by the Mortgagee of any of its rights under the Share Mortgage and (b) undertakes to promptly register (and permits the Mortgagee or its nominee(s), if they have custody of the original register of members of the Company (the **Register of Members**) to register) any transfer of Shares to the Mortgagee or its nominee that is submitted to the Company for registration pursuant to an enforcement of the Share Mortgage.
2. The Company confirms that it has instructed its registered office provider to make a notation of the Share Mortgage in its Register of Members as required by the terms of the Share Mortgage and that this annotation should not be removed at any time during the Security Period other than with the prior written consent of the Mortgagee.
3. The Company confirms that the copy Register of Members provided to the Mortgagee pursuant to the Senior Facilities Agreement is a certified copy of the original Register of Members and it will not re-designate or otherwise seek to re-create its Register of Members or maintain the Register of Members with any person or in any place other than at the office of Conyers Trust Company (Cayman) Limited in the Cayman Islands or at the office of such replacement registered office provider to Conyers Trust Company (Cayman) Limited in the Cayman Islands in respect of which the Company has delivered to the Mortgagee a letter agreement in substantially the form set out in schedule 5 to the Share Mortgage (or such other form as is acceptable to the Mortgagee), signed by the Company and that replacement registered office provider.

4. The Company confirms that none of the Mortgaged Property is subject to or affected by any Restrictions Notice issued by it or its registered office provider pursuant to the BOTa.

THIS DEED has been executed and delivered on the day and year first above written.

For Display Only

EXECUTED AS A DEED for and on behalf of)
CELESTIA BIDCO LIMITED)

by:) _____
) Duly Authorised Signatory
)
) Name: _____
)
) Title: _____

in the presence of:

Signature of Witness

Name: _____

Address: _____

For Display Only

SCHEDULE 5
Form of Letter Agreement with Registered Office Provider

Date: _____

Conyers Trust Company (Cayman) Limited
Cricket Square, Hutchins Drive,
PO Box 2681, Grand Cayman,
KY1-1111, Cayman Islands
Copy to:

Shanghai Pudong Development Bank Co., Ltd., Shanghai Branch

Dear Sirs

CELESTIA BIDCO LIMITED (THE COMPANY) - AGREEMENT RE REGISTER OF MEMBERS OF THE COMPANY

We hereby notify you that pursuant to an equitable share mortgage in respect of the shares of the Company (the **Mortgage**) dated [●] 2025 between Shanghai Pudong Development Bank Co., Ltd., Shanghai Branch (the **Mortgagee**, which expression when used herein shall include its successors, assigns and transferees) and Celestia HoldCo Limited as mortgagor (the **Mortgagor**), the Mortgagor has granted a security interest in favour of the Mortgagee over all the shares standing in its name on the register of members of the Company (the **Register**) and all other shares in the Company from time to time legally or beneficially owned by the Mortgagor in the Company (the **Shares**).

We refer to the Terms and Conditions under which you provide registered office services to the Company (the **Terms**) and set out below the agreement reached between the Company, the Mortgagor, you and the Mortgagee in relation to the Register maintained by you pursuant to the Terms that, notwithstanding any other provisions of the Terms:

1. You are to make an annotation of the existence of the Mortgage and the security interests created thereby in the Register and, only upon your receipt of the Discharge Notice (as defined below), you shall amend such annotation to record that the Mortgage and such security interests have been released and discharged.
2. At any time after the Mortgagee notifies you in writing that an Enforcement Event has occurred and is continuing (as defined in, and construed in accordance with, the Mortgage) you are irrevocably authorised and entitled to rely upon the instructions of the Mortgagee to register the Mortgagee or its nominee (as the Mortgagee may direct) in the Register as the registered holder of the Shares pursuant to the Mortgage (provided that the Mortgagee delivers to you a duly completed and executed transfer form together with the relevant share certificates (if any) in respect of the Shares being transferred) and to otherwise comply with any directions or instructions from the Mortgagee in relation thereto. Such authorisation and entitlement to rely upon the instructions of the Mortgagee shall only terminate upon your receipt of a notification in writing from the Mortgagee confirming that the Mortgage has been discharged (such notification being the **Discharge Notice**).
3. In performing your obligations under the terms of this letter you shall be entitled to rely upon instructions given by, or purporting to be given by, a director or other officer or authorised signatory of the Mortgagee.

4. The Mortgagee's instructions shall prevail in all circumstances in respect of the matters referred to in 1 and 2 above and you are entitled to comply with such instructions of the Mortgagee.
5. The agreement set out in this letter shall terminate upon the earlier of the date of (i) the Discharge Notice, (ii) termination of the Terms and (iii) you ceasing to maintain the Register.

The Company and you hereby agree that the Terms, and all rights and obligations of the parties thereunder, shall remain in full force and effect. The terms of this letter shall not, except as expressly provided herein, be deemed to be consent to any waiver or modification of any other terms or provisions of the Terms.

The terms set out in this letter are governed by, and shall be construed in accordance with, the laws of the Cayman Islands.

Please confirm by countersigning below that you agree to the above.

Yours faithfully

Authorised Signatory
for and on behalf of Celestia BidCo Limited
as the Company
Name:

Authorised Signatory
for and on behalf of Celestia HoldCo Limited as
the Mortgagor
Name:

Authorised Signatory
for and on behalf of Shanghai Pudong
Development Bank Co., Ltd., Shanghai Branch
as the Mortgagee
Name:

Accepted and acknowledged by Conyers Trust Company (Cayman) Limited:

Authorised Signatory
for and on behalf of Conyers Trust Company
(Cayman) Limited
Name:

EXECUTION

The Mortgagor

EXECUTED)
as a DEED by)
Celestia HoldCo Limited)
acting through its duly authorised signatory)
in the presence of)



Name of signatory:

Signature of witness:

Name of witness:

Aowil
Aongyi Xiang

The Mortgagee

Shanghai Pudong Development Bank Co., Ltd., Shanghai Branch



By: