EXECUTION VERSION

DATE: 15 June, 2026

LUCKY YANG LIMITED

(as the Chargor)

IN FAVOUR OF

LEGO SECURITIES LIMITED (力高證券有限公司)

(as the Lender)

SHARE CHARGE

in respect of shares in

RIVERINE CHINA HOLDINGS LIMITED

IMPORTANT NOTE REGARDING REDACTION

Notice of Redacted Information: Please take notice that certain information contained in this document has been redacted. Specifically, the private information of Mr. YANG Xingyun has been redacted from this copy. The reason for such redaction is to protect the personal privacy of the individual in accordance with the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong).

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Execution

THIS CHARGE is dated on 15 June, 2026 (this "**Charge**")

MADE BY:

Lucky Yang Limited, a company incorporated in British Virgin Islands and having a correspondence address in [redacted] (the "Chargor").

IN FAVOUR OF:

LEGO SECURITIES LIMITED (力高證券有限公司), a company incorporated in Hong Kong, the registered office of which is located at Room 1506, 15/F, Wheelock House, 20 Pedder Street, Central, Hong Kong (the "**Lender**" or the "**Chargee**").

WHEREAS:

(A) Riverine China Holdings Limited (the "**Company**"), is a company incorporated in the Cayman Islands with limited liability, the issued shares of which are listed on the Main Board of The Stock Exchange of Hong Kong Limited (Stock Code: 1417). As at the date of this Charge, the Company has an authorised share capital of HK$80,000,000 divided into 8,000,000,000 shares (each a "**Share**") of HK$0.01 each in the capital of the Company of which 405,000,000 Shares have been issued and are fully paid or credited as fully paid.

(B) On 15 June, 2026, Yomi.sun Holding Limited (the "**Borrower**") has entered into an agreement for sale and purchase (the "**SPA 1**") with Partner Summit Holdings Limited (the "**Vendor**"), Mr. Xiao Xingtao, and Mr. Xiao Yuqiao, pursuant to which the Borrower has agreed to purchase and the Vendor has agreed to sell 222,890,000 ordinary shares (the "**Sale Shares**") of HK$0.01 each (each a "**Listco Share**") in the capital of the Company (the "**Yomi Shares**"). Lucky Yang Limited ("**Luck Yang**") has entered into an agreement for sale and purchase (the "**SPA 2**") with Partner Summit Holdings Limited (the "**Vendor**"), Mr. Xiao Xingtao, and Mr. Xiao Yuqiao, pursuant to which Lucky Yang has agreed to purchase and the Vendor has agreed to sell 77,280,000 Sale Shares (the "**Lucky Yang Shares**"). Upon completion of the SPA 1, the Chargor will be the legal and beneficial owner of the Yomi Shares.

(C) By a facility agreement (the "**Facility Agreement**") dated 15 June, 2026 made between the Borrower and the Chargee, the Chargee made available to the Borrower loan facilities (the "**Loan**") in the aggregate principal amount of up to Hong Kong dollars Sixty Million Only (HK$60,000,000) subject to and upon the terms and conditions therein for the purpose of financing the purchase price of all the issued Shares (other than those already owned by the Borrower and parties acting in concert with it or the Sale Shares) which are the subject of a proposed general offer to be made under The Codes on Takeovers and Mergers and Share Buy-backs issued by the Securities and Futures Commission of Hong Kong.

(D) It is a condition of the Chargee agreeing to make the Loan available to the Borrower that the Chargor to execute this Charge and charge the Charged

Securities in favour of the Chargee subject to and upon the terms and conditions of this Charge.

NOW THIS CHARGE WITNESSES as follows:

1. INTERPRETATION

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

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

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

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

"**Enforcement Date**" means the date on which an event of default has occurred and is continuing and the Lender has served notice to the Borrower pursuant to clause 15 (Events of Default) of the Facility Agreement;

"**Receiver**" means a receiver or receiver and manager or administrative receiver appointed under Clause 9.1 or under the powers conferred on the Lender by any ordinance, and includes all delegates, attorneys or agents of any such Receiver;

"**Secured Obligations**" means the Loan and the total from time to time of all principal, interest, costs, fees, expenses, charges and other amounts payable by the Borrower pursuant to, under or in connection with the Facility Agreement;

"**Stock Exchange**" means The Stock Exchange of Hong Kong Limited;

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

"**HK$**" mean the lawful currency for the time being of Hong Kong.

1.3 Except to the extent that the context requires otherwise, any reference in this Charge to:

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

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

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

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

2. CHARGING PROVISIONS

2.1 In consideration of the Lender agreeing to make available the Facilities to the Borrower pursuant to the Facility Agreement, the Chargor as legal and beneficial owner hereby charges by way of first fixed charge the Charged Securities to the Lender as continuing security for the payment and discharge of the Secured Obligations.

2.2 The Chargor hereby undertakes that it shall, upon signing of this Charge deliver to the Lender the following documents, to be held by the Lender in escrow and not to be used or completed unless and until the security constituted by this Charge has become enforceable and the Lender has given a prior written notice of default to the Chargor which has not been remedied within the applicable grace period:

(1) undated instrument(s) of transfer in respect of the Charged Securities duly executed in blank by the Chargor;

(2) undated bought and sold notes in respect of the Charged Securities duly executed in blank by the Chargor;

(3) copy, certified as true and complete by a director of the Chargor, of the written resolutions of all the directors of the Chargor approving this Charge and authorising its execution; and

(4) undated written resolutions of the directors and the shareholders of the Chargor approving the transfer of the Charged Securities and authorising its execution of instrument(s) of transfer and bought and sold note(s) in respect thereof.

2.3 The Chargor hereby undertakes that upon receipt of any further shares or securities of the Company or any dividends, rights, monies or property accruing or offered in respect of the Charged Securities or those further securities of the Company (if any), it shall, as soon as practically possible within reasonable time, deposit the same with the Lender or its nominee, together with the relevant instruments of transfer in favour of the Lender or any one or more of its nominees, or other applicable instrument of transfer reasonably acceptable to the Lender, all duly executed but to be held in escrow on the same terms as set out in Clause 2.2, and the Lender shall not be entitled to complete or use such instruments unless and until the security constituted by this Charge has become enforceable and the Lender has given a prior written notice of default to the Chargor which has not been remedied within the applicable grace period.

2.4 Registration of Charge

(a) The Chargor and the Lender shall procure that the Charged Securities are deposited into Margin Account 2 and that the charge created under this Clause 2.4 is duly registered and recorded in the following manner:

Deposit into Margin Account 2: The Chargor shall procure that the Charged Securities are deposited into Margin Account 2 and reflected as charged in favour of the Lender in the records of the Lender as soon as practically possible within reasonable time, and the Lender shall, upon request, provide the Chargor with a written confirmation of such deposit.

(b) Delay or failure attributable to the Lender: If any delay or failure in completing the deposit or any other registration obligation under this Clause 2.4 arises from the Lender's act, omission, system failure or other reason attributable to the Lender, such delay or failure shall not constitute a breach or Event of Default by the Chargor, and the relevant deadline shall be extended by a period equal to the length of such delay.

3. REPRESENTATIONS AND WARRANTIES

3.1 The Chargor hereby represents and warrants to the Lender as follows:

(1) it is the legal and beneficial owner of the Charged Securities free and clear of all Encumbrances and Dispositions and has good and marketable title thereto;

(2) the Charged Securities are validly issued and in relation to the Shares constituting the Charged Securities, are fully paid or credited as fully paid;

(3) it is a company duly incorporated with limited liability and validly existing under the laws of the British Virgin Islands;

(4) it has full power, authority and right to charge the Charged Securities in the manner provided in this Charge free from all Dispositions and Encumbrances;

(5) all necessary actions and authorisations under its constituent documents or, as the case may be, the laws and regulations governing its organisation and existence for it to enter into this Charge and to perform its obligations hereunder have been taken and obtained;

(6) the execution, delivery and performance of this Charge by it will not exceed any power granted to it or violate in any respects any provisions of (a) any law or regulation or any order or decree of any governmental

agency or court to which it is subject; (b) its constituent documents or any law or regulation governing its organisation and existence or any law or regulation governing its management and operation; or (c) any mortgage, charge, deed, contract or other undertaking or instrument to which it is a party or which is binding upon it or its assets, and the execution, delivery and performance of this Charge will not result in the creation or imposition of, or any obligation to create or impose, any Encumbrance on any of its assets save and except the Encumbrance created by the Security Documents, where in case of any contravention thereof, such contravention will not result in a Material Adverse Effect;

(7) save as otherwise stated herein, all necessary governmental or other authorisations, approvals and consents required for or in connection with the execution, validity, enforceability or admissibility in evidence of this Charge have been obtained and all such authorisations, approvals and consents are in full force and effect;

(8) this Charge constitutes its legal, valid and binding obligations and enforceable in accordance with its terms;

(9) in any proceedings in relation to this Charge taken in the country of its incorporation and the relevant jurisdiction where it carries on its business or has assets, the choice of Hong Kong law should be recognised and enforced;

(10) no litigation, arbitration or administrative proceeding is currently taking place or pending or to the knowledge of the Chargor, threatened against the Chargor or its assets which if adversely determined would have a material adverse effect on the ability of the Chargor to perform its obligations under this Charge;

(11) save for charge created under the SPA 1, SPA 2 (including the security documents relating to charge over the Listco Charged Shares), the Facility Agreement, the Security Documents and any other documents ancillary or indicated thereto as well as the transactions contemplated thereunder respectively, there is no Encumbrances over any assets of the Chargor; and

(12) the facts stated in the Recitals are true and correct in all respects.

3.2 The Chargor further represents and warrants to the Lender that so long as part of the Secured Obligations remains outstanding, each of the representations and warranties set out in Clause 3.1 will be correct and complied with in all material respects.

4. GENERAL COVENANTS

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

(l) maintain its corporate existence and carry on and conduct its business in a proper and efficient manner;

(2) promptly advise the Lender in writing of details of any litigation, arbitration or administrative proceeding which would have rendered the representation and warranty contained in any Security Documents incorrect in any material respect had the same been current or threatened as at the date hereof immediately upon occurrence of the same;

(3) shall and procure that all the Charged Securities be delivered to the Lender or its nominee according to the instructions of the Lender;

(3) in all material respects observe and comply with the covenants and obligations under this Agreement, the Security Documents and other documents to which it is a party;

(4) promptly advise the Lender upon becoming aware of (i) any Event of Default; or (ii) any material adverse factor which may inhibit the Chargor or any of the Security Parties in the performance of its obligations under the Facility Agreement and the Security Documents to which it is a party;

(5) comply, and procure any of the Security Parties to comply, with the terms and conditions of all applicable laws, regulations, agreements, licences and concessions in all material aspects at all times;

(6) warrant and defend its title to and the security interest in the Charged Securities hereby created in favour of the Lender against any and all claims of all persons whomsoever;

(7) procure that at all times the Charged Securities are free from any restrictions on transfer;

(8) punctually pay all calls or other payments due in respect of any of the Charged Securities and in case of default, the Lender may (but shall not be obliged to), if it reasonably thinks fit, make any such payment on behalf of the Chargor and in which event the Chargor shall reimburse the Lender on demand any reasonable sums so paid together with interest thereon at such rate of interest customarily charged by the Lender for overdue sums which is for the time being notified to the Chargor (both before and after judgment) from the date on which payment was made up to the date of full repayment;

(9) at its own expense, subscribe and pay for all rights, shares, options, warrants or securities of the Company from time to time offered to the Chargor or the Lender by virtue of the holding of the Charged Securities;

(10) duly perform, observe and comply with its obligations hereunder in all material respects and in accordance with all laws and regulations applicable to the transactions contemplated hereby;

(11) pay to the Lender on demand all reasonable costs, charges and expenses (including legal fees) on a full indemnity basis incurred by the Lender, in connection with the perfection or preservation of the security created by this Charge together with interest thereon at such rate of interest customarily charged by the Lender for overdue sums which is for the time being notified to the Chargor in writing (both before and after judgment) calculated from the date on which the same are reasonably incurred by the Lender up to the date of payment by the Chargor;

(12) obtain and maintain all necessary authorisations, approvals and consents to ensure that this Charge is and will remain in full force and effect and take immediate steps to obtain and thereafter maintain in full force and effect any other authorisations which may become necessary for the purposes stated herein;

(13) ensure that at all times the claims of the Lender against the Chargor hereunder will rank first in priority of payment and security against the claims of all its creditors;

(14) do or permit to be done everything which the Lender may from time to time reasonably require to be done for the purpose of enforcing the Lender's rights hereunder and will allow the name of the Chargor to be used as and when reasonably required by the Lender for that purpose; and

(15) at all time remain the legal and beneficial owner of the Charged Securities unless the Lender otherwise agrees in writing (which agreement shall not be unreasonably delayed or withheld).

4.2 The Chargor covenants with the Lender that so long as any part of the Secured Obligations remains outstanding, without the prior written consent of the Lender (which consent shall not be unreasonably delayed or withheld), it will not:

(1) amend or permit any amendments to be made to its constituent documents, where such amendments are adverse to the interests of the Lender under this Charge or the Facility Agreement, or merge, consolidate or amalgamate with any entity;

(2) permit any transfer of shares in its issued capital or warrants, or any allotment or issue or enter into agreement for the allotment or issue of any further shares or subdivide or consolidate all or any of its shares or change of the nominal value or the rights attaching to any such shares;

(3) except pursuant to or permitted by the SPA 1 and SPA 2 (including the security documents relating to charge over the Listco Charged Shares), the Facility Agreement, the Security Documents and any other documents ancillary or indicated thereto as well as the transactions contemplated thereunder respectively, or liens arising solely by operation of law, create or permit to exist any Encumbrance over the whole or any part of its assets;

(4) except for a placement or sale of the Charged Securities to be conducted for the purpose of restoring or maintaining the public float of the issued Shares, provided that the net proceeds from such placement or sale are applied solely to repay the then outstanding principal and accrued interest of the Loan, dispose of or transfer the rights in, create or permit to arise or subsist any Encumbrance over the Charged Securities or any part thereof or the equity of redemption thereof under this Charge; or

(5) permit or agree to any variation of the rights attaching to any of the Charged Securities.

4.3 If the Chargor defaults in performing its obligations under Clause 4.1(9), without prejudice to any rights of the Lender, the Lender may effect any such payment as may be required to be made by the Chargor or, as the case may be, subscribe to and pay for the rights or other issues and any money so paid by the Lender shall be repaid on demand together with interest thereon at such rate of interest customarily charged by the Lender for overdue sums which is for the time being notified to the Chargor in writing (as well after as before judgment) from the date on which payment is made to the date of full repayment, which shall until payment form part of the Secured Obligations.

5. DIVIDENDS AND INTEREST

5.1 Dividends before enforcement: the Chargor is entitled to retain any cash income and other distributions derived from the Shares. For the avoidance of doubt, those monies shall not be withdrawal by the Chargor until the Secured Obligations are fully discharged.

5.2 Dividends after enforcement: At all times after the Enforcement Date, the Chargor shall hold any dividend received by it and pay the same immediately to the Lender .

6. ENFORCEMENT OF SECURITY

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

6.2 Upon the security hereby constituted becoming enforceable and at any time thereafter, the Lender may without prejudice to any of its rights under this Charge and without any further consent or concurrence by the Chargor and without first appointing any Receiver (but subject to prior written notice to the Chargor) exercise all rights including (i) procure the registration (if not previously registered) of all or any of the Charged Securities in the name of the Lender or its nominee and the Lender or its nominee shall enjoy all benefits attaching to the Charged Securities as if it were a sole beneficial owner thereof including without limitation the right to vote and to receive dividends; (ii) sell or dispose of all or any part of the Charged Securities in such manner and for such consideration as the Lender may, in its absolute discretion, think fit; and (iii) procure the documents executed in escrow given pursuant to this Charge to be completed.

6.3 Upon the security hereby constituted becoming enforceable after the Lender has given to the Chargor a prior written notice of its intention to dispose of the Charged Securities, the Lender or the Receiver shall be entitled to dispose of or appropriate to its own use and benefit (the last mentioned being treated as a sale at fair market value less costs incurred in such sale) the Charged Securities or any part thereof (provided that if it is by way of a judicial sale, the Lender or its nominee may obtain leave to bid) by such method , upon such terms and for such consideration (whether payable or deliverable immediately or by installments) as the Lender or the Receiver may in its absolute discretion determine with power to postpone any such Disposition and in any such case the Lender or the Receiver may exercise any and all rights attaching to the Charged Securities as it in its discretion may determine and without being answerable for any loss occasioned by such Disposition or resulting from postponement thereof or the exercise of such rights. The Chargor shall not have any claim against the Lender or the Receiver or their respective nominee in respect of any loss arising out of any such sale or any postponement thereof howsoever caused and whether or not a better price could or might have been obtained upon the sale of the Charged Securities or any of them by deferring or advancing the date of such sale, save for the gross negligence, wilful default or fraud on the part of the Lender or the Receiver.

6.4 All monies received by the Lender or the Receiver in respect of the Disposition by it of the Charged Securities or any part thereof or otherwise howsoever arising out of the exercise by the Lender or the Receiver of its power hereunder shall be applied in or towards payment of the Secured Obligations in such order explicitly provided under Clause 17.2 of the Facility Agreement. If such proceeds are insufficient to discharge the Secured Obligations in full, then nothing contained in this Charge shall prejudice the rights of the Lender against the Chargor or any other person under this Charge in respect of such deficiency. In connection with any proposed Disposition, the Chargor hereby waives all rights to confidentiality in respect of the Charged Securities solely for such purpose.

6.5 For the purpose of assisting the Lender or the Receiver in the exercise of any rights conferred by this Clause 6, the Chargor hereby covenants that it will promptly execute such bought and sold notes, instruments of transfer, proxies and other documents as the Lender or the Receiver may reasonably require and will procure the registration of transfers of the Charged Securities and the entry of the Lender, the Receiver or such persons it may appoint in the register of members as the holder of the Charged Securities and give all necessary assistance to the Lender or the Receiver in arranging the registration of the transfer of the Charged Securities to the Lender, the Receiver or such persons it may appoint in the books of the Company and the entry of the Lender, the Receiver or such persons it may appoint in the register of members of the Company as the holder of the Charged Securities.

7. THIRD PARTIES DEALING WITH THE LENDER

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

7.2 Upon any Disposition of the Charged Securities or any part thereof under Clause 6.3, the purchaser shall not be bound to see or enquire whether the power of Disposition of the Lender has arisen in the manner herein provided and the Disposition shall be deemed to be within the power of the Lender and the receipt of the Lender for the purchase money shall effectively discharge the purchaser who shall not be concerned or be in any way answerable therefor.

8. FURTHER ASSURANCE

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

9. APPOINTMENT AND POWER OF RECEIVER(S)

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

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

9.3 Each Receiver shall have all the rights conferred from time to time on receivers and/or chargees by statute or common law and all the rights of the Lender under this Charge.

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

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

10. POWER OF ATTORNEY

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

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

11. RELEASE

11.1 Immediately upon the discharge of all the Secured Obligations (including provision for contingent liabilities in such manner and of such amount as may be reasonably determined by the Lender) and all obligations and liabilities under this Charge, the Lender shall take all steps that may be necessary to release and discharge the Charged Securities from the security hereby created and where appropriate, transfer the Charged Securities to the Chargor or as the Chargor may direct and release the Chargor from the terms of this Charge.

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

11.3 Any release, discharge or settlement between the Chargor and the Lender shall be conditional upon no security, disposition or payment to the Lender by the Chargor or any other persons being avoided or reduced as a result of the Chargor's fraud or wilful default and in the event of any such avoidance or reduction, the Lender shall be entitled to enforce the provisions of this Charge against the Chargor subsequently as if such release, discharge or settlement had not occurred.

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

12. NATURE OF SECURITY

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

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

12.3 After the security constituted by this Charge has become enforceable and for the purpose of enabling the Lender to sue or claim from the Chargor the full amount of the Secured Obligations and the obligations and liabilities of the Chargor or to preserve intact the liability of the Chargor or any other person, the Lender may at any time place and keep for such time as it may think prudent any amounts received, recovered or realised under this Charge or as a result of the exercise of any right conferred herein to and in a separate or suspense account to the credit of the Chargor or of such other person or transaction as it shall reasonably think fit.

13. MISCELLANEOUS

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

(1) any time or indulgence granted to the Chargor or any other person;

(2) the taking, variation, compromise, renewal or release of, or refusal or failure to perfect or enforce or realise any rights, remedies or securities against the Chargor or any other person;

(3) any want of authority by any person purporting to act on behalf of the Chargor or any other person;

(4) any amendment to, or variation of, the terms of this Charge;

(5) the Chargor or any other person not being or ceasing to be legally liable for discharging any obligation or liability undertaken or purported to be undertaken on its behalf;

(6) the illegality, invalidity or unenforceability of or any defect in any provision of this Charge;

(7) the lapse or expiry of applicable limitation period;

(8) the absorption, amalgamation, reconstruction or reorganisation or other change in the constitution of the Company or any other person;

(9) the winding-up, liquidation or dissolution of the Company, the Lender, the Chargor or any other person; and

(10) any other act, omission, event of thing whatsoever which but for this provision would or might afford an equitable defence to a surety or otherwise operate to discharge, impair or affect the obligations or liabilities of the Chargor hereunder.

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

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

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

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

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

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

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

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

13.10 (a) Each party to this Charge shall, at all times, maintain strict confidence in respect of all information in relation to this Charge, and shall not subject to Clause 13.10(b), divulge any information in connection with this Charge to any third party, except with the prior written consent of the other party to this Charge (which consent shall not be unreasonably delayed or withheld).

(b) The provision of Clause 13.10(a) shall not apply to:-

(1) information as is or may become public property otherwise than in breach of the provision of Clause 13.10(a); and

(2) information that is required to be disclosed by any parties by law or by the requirements of the listing rules or other rules and regulations promulgated or administered by any regulatory body applicable to such party.

14. <u>ASSIGNMENT</u>

14.1 This Charge shall be binding on and shall enure to the benefit of the parties and their respective executors, administrators, successors and assigns provided that the Chargor may not Dispose of its rights or obligations hereunder without the prior written consent of the Lender (which consent shall not be unreasonably delayed or withheld).

14.2 The Lender may at any time assign its rights and benefits hereunder or any part thereof to anyone, subject to the Chargor's prior written consent, provided that no such assignment shall adversely affect or prejudice any rights, defences, set-offs or counterclaims that the Chargor may have against the Lender. Such assignee shall have the same rights and benefits and/or obligations against the Chargor under this Charge as if it were an original party thereto in respect of its rights and benefits and/or obligations assigned to it. The Lender may disclose to a potential assignee or any other person proposing to enter into contractual arrangements with it in relation to this Charge such information about the Chargor (so far as it is reasonably necessary in the context of the Facilities) as it may think fit, provided that such potential assignee or person shall be subject to the same confidentiality obligations on the part of the Lender hereunder.

15. INDEMNITY

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

16. NOTICES

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

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

(2) shall be sent to the relevant party at the facsimile number or address from time to time designated by that party to the other party (which must be in Hong Kong), the initial facsimile number and address so designated by each party is set out in Schedule 1;

(3) if sent by the Chargor shall be irrevocable;

(4) shall be deemed to have been given or made to and received by recipient of such notices or communications (a) within three days after the date of posting, if sent by mail; (b) when delivered, if delivered by hand; and (c) on despatch in legible form, if sent by facsimile; and

(5) shall be in the English language.

17. LAW AND JURISDICTION

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

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

17.3 The Chargor hereby consents to the service of process out of the courts of Hong Kong by the mailing of a copy or notice thereof by postage prepaid mail to the address of the Chargor or its process agent from time to time designated by the Chargor to the Lender pursuant to Clause 16.1(2).

18. CONTRACTS (RIGHTS OR THIRD PARTIES) ORDINANCE

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

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

Schedule 1

Address and Facsimile Number for Notification

Party	Address	Facsimile
The Chargor	[redacted]	N/A
The Chargee	Room 1506, 15/F, Wheelock House, 20 Pedder Street, Central, Hong Kong	+852 21274677

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IN WITNESS hereof the parties hereto have duly executed this Charge as of the day and year first above written.

THE CHARGOR

SEALED with the common seal of **Lucky Yang Limited** and **SIGNED** by **YANG Xingyun** As its sole director for and on its behalf in the presence of: 叶群	)))))))	*For and on behalf of* Lucky Yang Limited 杨兴运 .... *Authorized Signature(s)*

THE CHARGEE

SIGNED by LI WING CHUNG)
for and on behalf of)
LEGO SECURITIES)
LIMITED)
in the presence of:)

Hung Chin Fai