

Set out below is the English translation of the corresponding original Chinese agreement for reference only and should not be regarded as the official English translation of the Chinese agreement. If there is any inconsistency between the English translation and the Chinese agreement, the Chinese agreement shall prevail.

### **Equity Pledge Agreement**

This Agreement is signed by the following parties on 23 December 2013:

北京万驰科技有限公司 (Beijing Wanchi Technology Company Limited\*) (the “Pledgee” or “Wanchi Technology”), a wholly foreign owned company with limited liability incorporated in Beijing, the PRC with its registered address at Room 306, 3/F, No. 69, West Fourth Ring North Road, Haidian District, Beijing;

Dai Di, a natural person with the Chinese nationality, ID Card No.: [Intentionally Left Blank];

Dai Hao, a natural person with the Chinese nationality, ID Card No.: [Intentionally Left Blank];

Jin Yu, a natural person with the Chinese nationality, ID Card No.: [Intentionally Left Blank];

中金福(北京)投资管理有限责任公司 (ZhongJinfu (Beijing) Investment Management Company Limited\*) (“ZhongJinfu”), a company with limited liability incorporated in Beijing, the PRC with its registered address at 3/F, No. 69, West Fourth Ring North Road, Haidian District, Beijing;

云水月投资管理(北京)有限公司 (YunShuiyue Investment Management (Beijing) Company Limited\*) (“YunShuiyue”), a limited liability company incorporated in Beijing, the PRC with its registered address at Room 1101, Building 4, No. 65, West Fourth Ring North Road, Haidian District, Beijing;

ZhongJinfu and YunShuiyue are referred to as the “Pledgor” together.

北京市金福典当有限责任公司 (Beijing City Jinfu Pawning Company Limited\*) (“Beijing Jinfu” or the “Target Company”), a limited liability company incorporated in Beijing, the PRC with its registered address at No. 28, Zhongguancun South Avenue, Haidian District, Beijing;

Hereafter referred to as “a party” separately and “all parties” together.

Whereas:

1. ZhongJinfu and YunShuiyue are shareholders of the Target Company, of which ZhongJinfu holds 95% equities of the Target Company and YunShuiyue holds 5% equities of the Target Company;
2. Dai Di, Dai Hao and Jin Yu are shareholders of ZhongJinfu and YunShuiyue, of which Dai Di holds 65% equities of ZhongJinfu and 65% equities of YunShuiyue, Dai Hao holds 10% equities of ZhongJinfu and 10% equities of YunShuiyue and Jin Yu holds 25% equities of ZhongJinfu and 25% equities of YunShuiyue;

3. Wanchi Technology and the Target Company have signed the *Exclusive Management and Consultation Service Agreement* (this *Exclusive Management and Consultation Service Agreement* and its supplementations or modifications (if any) are referred to as the “*Service Agreement*”) on 23 December 2013;
4. All parties hereto have signed the *Proxy Agreement* (hereafter referred to as the “*Shareholders Rights Agreement*”) and the *Exclusive Option Agreement* (hereafter referred to as the “*Exclusive Option Agreement*”) on 23 December 2013;

(The *Service Agreement*, the *Shareholders Rights Agreement*, the *Exclusive Option Agreement* and this Agreement are referred to as the “*Structural Contracts*” together)

5. ZhongJinfu and YunShuiyue agree to pledge 100% equities of the Target Company they held to Wanchi Technology to guarantee the full performance of the Contracted Obligations (as defined in Clause 1.1). Wanchi Technology agrees to accept the guarantees to the pledge of the equities of the Target Company provided by ZhongJinfu and YunShuiyue.

Accordingly, all parties reached this Agreement as follows:

1. Pledge

- 1.1 The Pledgor shall agree to pledge the total 100% equities of the Target Company (hereafter referred to as the “*Pledged Equities*”) it held to Wanchi Technology in accordance with the term and conditions of this Agreement to guarantee the full performance of the Contracted Obligations. The “*Contracted Obligations*” hereunder shall refer to all obligations and responsibilities of ZhongJinfu, YunShuiyue, Dai Di, Dai Hao, Jin Yu and the Target Company under the Structural Contracts and the representations, commitments and warranties made under the Structural Contracts.
- 1.2 The guarantee scope of the Pledged Equities and all service fees to be obtained by Wanchi Technology under the Structural Contracts and their interests, liquidated damages (if any), compensations and various fees on the realization of the pledge (including but not limited to the lawyers’ fees, the arbitration fees, the fees on the appraisal and auctioning of the Pledged Equities and all of the above service fees and their interests shall refer to the “*Guaranteed Debts*” together).
- 1.3 The Pledgor and the Target Company shall agree to set out the pledge of the Pledged Equities stipulated herein in the register of members of the Target Company and transfer the original of such register of members and the original of the equities investment certificates of the Target Company to Wanchi Technology for safeguarding. The Target Company shall not establish any other registers of members except it.
- 1.4 The Pledgor and the Target Company shall make their best to complete the equities pledge registration procedures at the industrial and commercial management authorities for the pledge of equities hereunder and shall make their best to maintain the continuous effectiveness of the equities pledge registration.

2. Exercising of Pledge

- 2.1 Where any of the Contracted Obligations are breached or failed to be performed, Wanchi Technology shall be entitled to dispose all or part of the Pledged Equities held by any shareholders of the Target Company (no matter whether such shareholders have breached the Contracted Obligations) and shall be entitled to firstly compensate the fees set out in Clause 1.2 with the proceeds from the disposal of the Pledged Equities.
- 2.2 Wanchi Technology shall issue the notice of the breaching of the contract to ZhongJinfu and YunShuiyue upon the exercising of the pledge. Subject to the provisions of Clause 6.1, Wanchi Technology can exercise the right to dispose the pledge at the same time as the issuing of the breaching notice in accordance with Clause 6.1 or within any period after issuing the breaching notice.
- 2.3 ZhongJinfu, YunShuiyue, Dai Di, Dai Hao and Jin Yu shall not prevent Wanchi Technology from exercising the pledge in accordance with the foregoing provisions and shall actively provide Wanchi Technology with all necessary assistance in exercising the pledge.
- 2.4 Where the proceeds from the disposal of the Pledged Equities in accordance with Clause 2.1 are insufficient to compensate all fees set out in Clause 1.2, ZhongJinfu and YunShuiyue shall be obliged make up the differences. Where there are balances after compensating all fees set out in Clause 1.2 with the proceeds, it shall be returned to ZhongJinfu and YunShuiyue.

3. Proceeds from and Disposal of Pledged Equities

- 3.1 With the prior written consent of Wanchi Technology, the Pledgor can be distributed with dividends or bonuses for the Pledged Equities during the valid term of this Agreement. The Pledgor shall agree that Wanchi Technology shall be entitled to all proceeds (if any) arising from the Pledged Equities during the subsisting period of the pledge, including but not limited to the bonuses, dividends and other proceeds arising from the Pledged Equities. ZhongJinfu and YunShuiyue shall make such payment to the bank accounts designated by Wanchi Technology.
- 3.2 All parties shall agree that where there are any event of defaults, the Pledgee shall be entitled to exercise all rights and powers on remedies for breaching of contract in accordance with Chinese laws and the provisions of the Structural Contracts and this Agreement, including (but not limited to) being firstly compensated with the auctioning or disposal of the Pledged Equities. The Pledgee shall not assume any responsibilities for any losses arising from the exercising of such rights and powers.
- 3.3 The Pledgee shall be entitled to appoint its lawyers or other agents to exercise the any and all of the above rights and powers in written and the Pledgor shall have no objections to it.

- 3.4 The proceeds from the exercising of the rights and powers of the Pledgee shall be dealt with in the following order:

Firstly, pay all fees arising from the disposal of the Pledged Equities and the exercising of its rights and powers by the Pledgee (including the payment of the remunerations of its lawyers and agents);

Secondly, pay the payable taxes and fees as a result of the disposal of the Pledged Equities; and

Thirdly, repay the Guaranteed Debts to the Pledgee;

- 3.5 Where there are balances after deducting the above amounts, the Pledgee shall return the balances to the Pledgor or deposit at others having rights to such amounts or the notary organs of the place where the Pledgee is located in accordance with relevant laws and regulations (any fees arising herefrom shall be assumed by the Pledgee).

- 3.6 The Pledgee shall be entitled to choose to exercise any remedies for breaching of contract it enjoyed at the same time or one by one. Prior to the exercising of the right to auction or dispose the Pledged Equities hereunder, the Pledgee shall no need to exercises other remedies for breaching of contract.

#### 4. Statements, Warranties and Commitments

- 4.1 The Pledgor, Dai Di, Dai Hao and Jin Yu shall individually and jointly state, guarantee and commit to Wanchi Technology that:

- (1) They shall be entitled to sign this Agreement and perform the obligations hereunder. They shall have authorized their authorized representatives the right to sign this Agreement and the provisions hereof shall have legally binding effects to them from the effective day of this Agreement.
- (2) The Pledged Equities can be pledged and transferred in accordance with laws and the Pledgor shall be the legitimate holder of the Pledged Equities and the registered shareholder of the Target Company and shall be entitled to pledge the Pledged Equities to Wanchi Technology. Wanchi Technology shall not encounter any legal or actual barriers in exercising the pledge in the future.
- (3) The Target Company is a limited liability company established and effectively subsisted in accordance with Chinese laws. It has been officially registered in the competent industrial and commercial administrative management department and passed the annual inspections in previous years. The registered capital of the Target Company shall be RMB 40 million. All of the registered capital of the Target Company has been paid.

- (4) The signing, submission and performance of this Agreement or the Transfer Agreements by them: (i) shall not have conflicts with the following documents, breach their provisions or breach the following documents after receiving relevant notices or with the passage of time: (A) the business licenses of ZhongJinfu and YunShuiyue, their articles of association, approvals, government approvals on their establishment, agreements in relation to their establishment or any other guidance documents, (B) any other laws and regulations having binding effects on them, (C) any contracts or other documents to which ZhongJinfu, YunShuiyue, Dai Di, Dai Hao and Jin Yu are parties in question or having binding effects on them or their assets; (ii) shall not cause the assets of ZhongJinfu, YunShuiyue, Dai Di, Dai Hao and Jin Yu to have any mortgages or other encumbrances or make any third parties to be entitled to set any mortgages or encumbrances on their assets, except the pledge established on the equities of the Target Company in accordance with the provisions hereof; (iii) shall not result in the termination or modification to the provisions of any contracts or other documents to which ZhongJinfu, YunShuiyue, Dai Di, Dai Hao and Jin Yu are parties in question or having binding effects on them or their assets or cause any other third parties to be entitled to terminate or modify the provisions of such documents; (iv) shall not result in the suspension, revoking, confiscation, damage or unrenovability upon expiry of any government approvals, licenses, registration etc. applicable to them;
- (5) Unless otherwise stipulated in the Structural Contracts, the Pledged Equities shall have no mortgages, pledges or guarantees in other forms, priorities, legal mortgage rights, property maintenance measures, sealed off, trusteeship, lease rights, futures or encumbrances in other forms (hereafter referred to as the "Encumbrances" together). The pledge hereunder shall constitute the guaranteed interest with priorities to the Pledged Equities.
- (6) Unless otherwise agreed by Wanchi Technology in advance, ZhongJinfu, YunShuiyue, Dai Di, Dai Hao and Jin Yu shall not:
- (a) Transfer or dispose the Pledged Equities in any other forms. All actions of the Pledgor in proposing to transfer the Pledged Equities shall be invalid. The proceeds of the Pledgor from the Pledged Equities shall be firstly used to settle the Guaranteed Debts to the Pledgee in advance or deposit at the third party stipulated by the Pledgee.
- (b) Shall not establish or allow to establish any new pledges or any other guaranteed interests on the Pledged Equities. All or part of the pledges or any other guaranteed interests established on the Pledged Equities without the prior written consent of the Pledgee shall be invalid. Except the first refusal right to all equities of the Target Company by the Pledgee under the *Exclusive Option Agreement*, there are no any guaranteed interests or third party's interests and any other restrictions on the equities of the Target Company. Without the consent of the Pledgee, no guaranteed interests or other third party's interests and any other restrictions shall be established on the equities of the Target Company.

- (7) There are no impending or, to the knowledge of the Pledgor, threatening lawsuits, legal procedures or petitions against the Pledgor, its assets or the Pledged Equities at any courts or arbitral tribunals or impending or, to the knowledge of the Pledgor, threatening lawsuits, legal procedures or petitions against the Pledgor, its assets or the Pledged Equities at any government authorities or administrative authorities that will have significant or adverse influences on the economic conditions of the Pledgor or its ability in performing the obligations and guaranteed responsibilities hereunder.
- (8) Without the prior written consent of Wanchi Technology, they shall not make any actions resulting in or possibly resulting in the depreciation of the value of the Pledged Equities or affecting the effectiveness of the pledge hereunder. Where there are significant depreciation in the Pledged Equities sufficient to endanger the rights of the Pledgee, the Pledgee shall notify Wanchi Technology in written immediately and provide other assets to the satisfaction of the Pledgee as guarantees upon the reasonable request of the Pledgee as well as take necessary actions to solve the above events or reduce its adverse effects. Where there happened the above depreciation circumstances, the Pledgee can auction or sell the Pledged Equities on behalf of the Pledgor at any time and agree with the Pledgor to use the proceeds from the auction or sale in the settlement of the Guaranteed Debts in advance or deposit at the notary organs of the place where the Pledgee is located (All fees arising herefrom shall be assumed by the Pledgee). In addition, the Pledgor shall provide other assets as guarantees upon the request of the Pledgee. ZhongJinfu, YunShuiyue, Dai Di, Dai Hao and Jin Yu shall further guarantee that all significant aspects in the operation of the Target Company shall abide by the provisions of Chinese laws and maintain the continuous effectiveness of the permits and qualifications of various businesses of the Target Company during the valid term of this Agreement.
- (9) They shall abide by and execute the provisions of all laws and regulations about the pledge of the rights and shall show the notices, orders or suggestions to Wanchi Technology within five days after receiving the above notices, orders or suggestions issued or made on the pledge by relevant competent authorities. Meanwhile, they shall follow the above notices, orders or suggestions or make any objections and representations on the above matters upon the reasonable request or with the consent of Wanchi Technology.
- (10) The Pledgor can only accept the transfer of the equities in the Target Company held by other pledgors or subscribe the newly increased registered capitals of the Target Company with the prior written consent of the Pledgee while the equities being transferred to or the newly increased registered capitals of the Target Company subscribed by the Pledgor shall be parts of the Pledged Equities. After the Pledgor accepted the transfer of the equities or completed the capitals increase in the Target Company, the Pledgor and the Target Company shall be responsible for setting out the changed equities registration in the register of members of the Target Company and handle the equities pledge registration procedures at relevant industrial and commercial registration authorities.

- (11) They shall immediately notify Wanchi Technology of any events or notices received about the events may have influence on the equities or any part of them by Wanchi Technology or change any guarantees and obligations set in this Agreement by ZhongJinfu, YunShuiyue, Dai Di, Dai Hao and Jin Yu or any other events or notices received may have influences. They shall also take all necessary measured to guarantee the pledged interests in the Pledged Equities of the Pledgee upon the reasonable request of the Pledgee.
- (12) Where Wanchi Technology needs relevant certificates, permits, authorizations and other legal documents in disposing the Pledged Equities in accordance with the provisions herein, they shall unconditionally provide or guarantee to obtain the above documents and grant various conveniences. ZhongJinfu, YunShuiyue, Dai Di, Dai Hao and Jin Yu shall guarantee that once the Pledged Equities are transferred to Wanchi Technology or its Designated Persons, ZhongJinfu, YunShuiyue, Dai Di, Dai Hao, Jin Yu and/or the Target Company shall unconditionally perform all procedures required by laws to make Wanchi Technology or its Designated Persons legally and effectively obtain the equities of the Target Company, including but not limited to the issuing of relevant certificate documents, the signing of the equities transfer agreement and other relevant documents etc.
- (13) They shall commit to Wanchi Technology that ZhongJinfu, YunShuiyue, Dai Di, Dai Hao and Jin Yu will abide by and perform all guarantees, commitments, agreements, representations and conditions for the interest of Wanchi Technology. Where ZhongJinfu, YunShuiyue, Dai Di, Dai Hao and Jin Yu fail or partially fail to perform their guarantees, commitments, agreements, representations and conditions, ZhongJinfu, YunShuiyue, Dai Di, Dai Hao and Jin Yu shall compensate all losses of Wanchi Technology arising herefrom.
- (14) Dai Di, Dai Hao, Jin Yu, ZhongJinfu and YunShuiyue shall guarantee to Wanchi Technology that they have made and procured their ultimate shareholders or directors to make (where applicable) all proper arrangements and sign all necessary documents to guarantee that when they died, lost the capacity for act, went bankrupt, be liquidated, divorced or had other circumstances may affect their exercising of the equities, their successors, guardians, creditors, spouses and others can obtain the equities or relevant rights herefrom shall not affect or impede the performance of this Agreement.
- (15) Dai Di, Dai Hao and Jin Yu further undertake that prior to the exercising of the Exclusive Purchasing Right by Wanchi Technology in accordance with the *Exclusive Option Agreement*, where their deaths, bankruptcies, divorces and other circumstances resulting in the changes of the actual shareholders of the Target Company, their wills, divorce agreements and debts agreements shall be subject to this Agreement. The effectiveness of this Agreement shall prevail over their wills, divorce agreements and debts agreements.

- (16) Wanchi Technology shall warrant that it shall exercise the Exclusive Purchasing Right under the *Exclusive Option Agreement* as soon as practicable on the day when Wanchi Technology is permitted to directly conduct the pawning business by Chinese laws in order to make Wanchi Technology directly conduct the pawning business and terminate the Structural Contracts.

## 5. Effectiveness, Period and Rescission

- 5.1 This Agreement shall come into effect from August 1, 2013 and shall continue to be effective and shall not be cancelled. Its period shall be extended to the termination of all Structural Contracts except this Agreement or the guaranteed Contracted Obligations and responsibilities (including the responsibilities for breaching contract due to the Pledgor and/or the Target Company breached the Structural Contracts) are fully performed and the Guaranteed Debts are settled, or the Pledgee completed the exercising of the equities purchasing right and obtained all equities of the Target Company (namely, all equities of the Target Company are registered under the names of Wanchi Technology and/or the Designated Persons (including but not limited to Wanchi Technology and/or its directors, successors and liquidators for bankruptcy) as shown in the industrial and commercial registry) in accordance with the provisions of the *Exclusive Option Agreement* or completed the exercising of the assets purchasing right and obtained all assets of the Target Company in accordance with the provisions of the *Exclusive Option Agreement*. The Pledgor, Dai Di, Dai Hao, Jin Yu and the Target Company shall take all actions to guarantee the continuous effectiveness of the equities pledge registration within this period. The grace to the Pledgor, Dai Di, Dai Hao and Jin Yu on any breaching of contract or the delay in exercising any rights under the Structural Contracts shall not affect the Pledgee in requiring the Pledgor, Dai Di, Dai Hao, Jin Yu and the Target Company to perform the rights under the Structural Contracts or the rights to be enjoyed when the Pledgor, Dai Di, Dai Hao, Jin Yu and the Target Company subsequently breach the Structural Contracts at any time.
- 5.2 All parties hereto shall complete the approval and registration procedures for the renewal of the operation period within 3 months before the expiry of the operation period in order to make the valid term of this Agreement subsist.
- 5.3 Where this Agreement or other Structural Contracts have been fully rescinded or terminated, the Pledgee shall release the pledge of the equities hereunder in accordance with the written request of the Pledgor. The Pledgor and the Target Company shall set out the releasing of the pledge of the equities in the register of members of the Target Company and handle the procedures for the releasing of the equities pledge registration at the competent industrial and commercial registration authorities. The fees arising from the releasing of the pledge of the equities shall be assumed by the Pledgor and the Target Company together.

## 6. Responsibilities on Breaching the Contract



6.1 All parties shall agree and confirm that if either party (hereafter referred to as the “**Breaching Party**”) actually breached any one provision hereunder or actually failed or delayed in performing any one obligation hereunder, it shall constitute the breaching of the contract hereunder (hereafter referred to as the “**Breaching**”). The non-breaching party shall be entitled to require the Breaching Party rectifying or taking remedial measures within the reasonable limit. Where the Breaching Party fails to rectify or take remedial measures within the reasonable limit or within 10 days after the non-breaching party made the written notice and made the requirement for remedies, the non-breaching party shall be entitled to determine on its own that:

- (1) Where Dai Di, Dai Hao, Jin Yu, ZhongJinfu, YunShuiyue or the Target Company is the Breaching Party, Wanchi Technology shall be entitled to terminate this Agreement and require the Breaching Party to make compensations on damages;
- (2) Where Wanchi Technology is the Breaching Party, the non-breaching party shall be entitled to require Wanchi Technology to make compensations on damages. Unless otherwise provided by laws, it shall not be entitled to terminate or rescind this Contract under any circumstances.

6.2 Notwithstanding other provisions of this Agreement, the effectiveness provided in this clause shall not be affected by the termination of this Agreement.

## 7. Applicable Laws and Disputes Settlement

7.1 The effectiveness, interpretation and performance of this Agreement and the settlement of disputes shall be governed by Chinese laws and regulations.

7.2 For all disputes hereunder, all parties shall first settle through friendly negotiation. Where it fails to be settled through negotiation within thirty days after the happening of disputes, either party shall be entitled to submit the disputes to the China International Economic and Trade Arbitration Commission Beijing Branch and conduct arbitration by three arbitrators in accordance with its arbitration rules in force upon the application for arbitration. The party initiated the arbitration and the responsive party each shall appoint one arbitrator and the third arbitrator shall be appointed by the China International Economic and Trade Arbitration Commission Beijing Branch. Where the party initiated the arbitration or the responsive party has more than two persons (natural persons or legal persons), such party shall appoint one arbitrator through negotiation. The arbitration awards shall be conclusive and have binding effects to all parties of the arbitration. During the arbitration period, other than the matters or obligations with disputes submitted for arbitration, all parties shall continue to perform other obligations stipulated herein. Subject to the provisions of Chinese laws, the arbitrators shall be entitled to make appropriate awards based on the actual conditions to provide Wanchi Technology with appropriate legal remedies, including: (1) the determination to take remedial measures for the equity interests or the land assets and other assets of the Target Company; (2) the injunctive relief, such as requiring the Target Company to conduct the business operation or compulsorily transfer the assets of the Target Company; (3) the determination on the Target Company to conduct liquidation.

7.3 Subject to the provisions of Chinese laws, prior to the forming of the arbitral tribunal by the China International Economic and Trade Arbitration Commission Beijing Branch in accordance with the arbitration rules or under appropriate circumstances, the competent courts in the following places shall be entitled to judge to make temporary remedial measures to support the arbitration: (1) Hong Kong Special Administrative Region; (2) the place where Prima Finance Holdings Limited was incorporated, namely the Cayman Islands; (3) the place where the Target Company was registered; and (4) the places where major assets of Prima Finance Holdings Limited or the Target Company are located.

## 8. Confidentiality

8.1 Prior to the signing of this Agreement and during the term of this Agreement, one party (the “Disclosing Party”) has disclosed or may disclose its confidential information (including but not limited to the operation information, the clients information, the financial information, the contracts etc.) from time to time to the other party (the “Receiving Party”). The Receiving Party shall keep the confidential information confidential and shall not use the confidential information for other purposes other than those specified in the contract. The foregoing provisions shall not apply to the following information: (a) the Receiving Party has the written records prepared before the Disclosing Party disclosed to it certifying that it has mastered; (b) those have entered or will enter into the public area not as a result of the Receiving Party breaching this Agreement; (c) the Receiving Party obtained from the third party with no confidentiality obligations for such information; and (d) the information to be disclosed by either party in accordance with relevant laws, regulations or requirements of regulatory authorities or the information disclosed to its employees, agents, legal advisors or financial advisors as a result of its normal operation (provided that the Receiving Party shall guarantee that the above persons shall abide by relevant terms and conditions of this Agreement and assume any responsibilities arising from the breaching of relevant terms and conditions of this Agreement by the above persons).

8.2 The above confidentiality obligation shall be continuous to all parties hereto and shall not terminate with the termination of this Agreement.

## 9. Force Majeure

9.1 The “force majeure” shall refer to the unpredictable, unavoidable and unconquerable events resulting in the failure to perform this Agreement partly or in full by either party hereto. Such events shall include but not limited to natural disasters, windstorms, tornados and other weather conditions, strikeout, shutout, lockout or other industrial issues, wars, riots and civil commotions, conspiracies, acts of hostile countries, behaviors of terrorism or violence organized by criminal organizations, blockade, serious illnesses or epidemics, earthquakes or other crustal movements, floods and other natural disasters, bomb explosions or other explosions, fire, accidents and changes stipulated by laws or applicable to it.

- 9.2 Where the force majeure happened, the obligations of either party hereunder shall be suspended automatically during the delay period as a result of the force majeure and its performance period shall extend automatically and the extension period shall be the suspension period and the party shall not be punished or assume responsibilities arising herefrom. Where the force majeure happened, both parties shall conduct negotiation immediately and seek a fair solution and try all reasonable efforts to minimize the effects of the force majeure.

## 10. Change of Situations

- 10.1 As a supplement and when it has no conflicts with other provisions of the Structural Contracts (including this Agreement), where the promulgation or modification of any Chinese laws, regulations or rules or the modification of the interpretation or application of such laws, regulations or rules or the changes of relevant registration procedures at any time make the Pledgee deem that the maintenance of the effectiveness of this Agreement, the maintenance of the effectiveness of the pledge hereunder and/or the disposal of the Pledged Equities in accordance with the provisions of this Agreement become illegal or in violation of such laws, regulations or rules, the Pledgor shall take any actions and/or sign any agreements or other documents immediately in accordance with the written order of the Pledgee and the reasonable request of the Pledgee to:

- (1) Maintain the effectiveness of this Agreement and the pledge hereunder;
- (2) Facilitate the disposal of the Pledged Equities in the ways as stipulated herein; and/or
- (3) Maintain or realize the guarantees established or proposed to be established in this Agreement.

## 11. Other Matters

- 11.1 Unless agreed by all parties in written, neither party shall arbitrarily modify this Agreement after it came into effect. Any modifications and supplementations to this Agreement shall be conducted in the written form other than the transfer of the rights hereunder by Pledgee in accordance with the provisions of Clause 11.5. The modifications and supplementations to this Agreement shall come into effect after all parties hereto properly signed. Where any modifications or supplementations to this Agreement need to obtain the approvals of any government authorities and/or handle the registration or filing procedures at any government authorities in accordance with laws, both parties shall obtain such approvals and/or complete such registration or filing procedures.
- 11.2 Where relevant regulatory authorities (including but not limited to national and local regulatory authorities) make any modification proposals to this Agreement, both parties shall make modifications to this Agreement through negotiation based on this.
- 11.3 This Agreement shall constitute all agreements by all parties to achieve the subject hereof and shall supersede all consultations and negotiations conducted and agreements reached previously by all parties for this subject.

- 11.4 Where either party fails or delays in exercising certain rights hereunder, it shall not constitute the waiver of such rights by this party. Where such party has exercised or partly exercised certain rights, it shall not impede the exercising of such rights for a second time in the future.
- 11.5 During the term of this Agreement, neither party shall transfer part or all of the rights and obligations hereunder to any third parties without the prior written consent of the other parties, provided that Wanchi Technology shall be entitled to transfer part or all of its rights and obligations hereunder. This Agreement shall have legally binding effects over all parties hereto and the legal successors and transferees of such party.
- 11.6 The notices or written letters (including but not limited to the written documents or notices hereunder) issued by one party hereto to other parties shall be in the forms of letters or faxes and shall be mailed or faxed to the corresponding party. The reception day for the notices or letters shall be the third Business Day after the letters are sent where they are delivered in letters or the following Business Day after sending where they are delivered through fax. All notices and letters shall be sent based on the following contact methods until either party notifies the other party of the changes of the contact methods in written.

To: Beijing Wanchi Technology Company Limited\*

Contact: Wang Yuqing

Add.: Room 306, 3/F, No. 69, West Fourth Ring North Road, Haidian District, Beijing

Fax/Tel.: 010-88498869

To: ZhongJinfu (Beijing) Investment Management Company Limited\*

Contact: Wang Yuqing

Add.: 3/F, No. 69, West Fourth Ring North Road, Haidian District, Beijing

Fax/Tel.: 010-88498869

To: YunShuiyue Investment Management (Beijing) Company Limited\*

Contact: Wang Chunyang

Add.: Room 1101, Building 4, No. 65, West Fourth Ring North Road, Haidian District, Beijing

Fax/Tel.: 010-88431105

To: Beijing City Jinfu Pawning Company Limited\*

Contact: Shi Haichao

Add.: No. 28, Zhongguancun South Avenue, Haidian District, Beijing

Fax/Tel.: 010-62173010

To: Dai Di

Add.: 601, Unit 4, Building 16, Area III, Changqingyuan Community, Haidian District, Beijing

Tel.: 010-88456936

To: Dai Hao  
Add.: 201, Unit 1, Building 2, Area II, Changqingyuan Community, Haidian District,  
Beijing  
Tel.: 010-59949999

To: Jin Yu  
Add.: 201, Unit 1, Building 2, Area II, Changqingyuan Community, Haidian District,  
Beijing  
Tel.: 010-88447011

- 11.7 This Agreement shall be in Chinese and the original copy is executed in septuplicate. Each party shall hold one copy and each copy shall have equal legal effects. All parties can sign the photocopies of this Agreement separately.

[No text below]

[This is the signature page of the *Equity Pledge Agreement*]

Dai Di (Signature): \_\_\_\_\_

Dai Hao (Signature): \_\_\_\_\_

Jin Yu (Signature): \_\_\_\_\_

[This is the signature page of the *Equity Pledge Agreement*]

Beijing Wanchi Technology Company Limited\* (Official seal)

Legal representative (or authorized representative): \_\_\_\_\_

ZhongJinfu (Beijing) Investment Management Company Limited\* (Official seal)

Legal representative (or authorized representative): \_\_\_\_\_

YunShuiyue Investment Management (Beijing) Company Limited\* (Official seal)

Legal representative (or authorized representative): \_\_\_\_\_

Beijing City Jinfu Pawning Company Limited\* (Official seal)

Legal representative (or authorized representative): \_\_\_\_\_

*\* for identification purpose only*