

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.

### **Proxy 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\*) (“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;

北京金禄典当有限责任公司 (Beijing City Jinlu Pawning Company Limited\*) (“Beijing Jinlu” or the “Target Company”), a limited liability company incorporated in Beijing, the PRC with its registered address at Unit 4, Xinyuan Building, East Street, Mi Yun County, Beijing;

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

Whereas:

1. ZhongJinfu and YunShuiyue are shareholders of Beijing Jinlu, 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. All parties hereto have signed the *Exclusive Option Agreement* and the *Equity Pledge Agreement* on 23 December 2013. Wanchi Technology and the Target Company have signed the *Exclusive Management and Consultation Service Agreement* (with this Agreement, the *Exclusive Option Agreement* and the *Equity Pledge Agreement* referred to as the “Structural Contracts” together) on 23 December 2013;
4. In accordance with the conditions stipulated herein, ZhongJinfu and YunShuiyue shall agree to unconditionally and irrecoverably entrust Wanchi Technology or the persons designated by Wanchi Technology (the “Designated Persons”, including but not limited to Wanchi Technology and/or its directors, successors and the liquidators on bankruptcy) to exercise the voting right and all of other shareholders’ rights it enjoyed for the equities held in the Target Company and Wanchi Technology shall agree to accept such entrustment.

Accordingly, all parties reached this Agreement on the above entrustment matters as follows:

1. Entrustment of Shareholders’ Rights

- 1.1 ZhongJinfu, YunShuiyue, Dai Di, Dai Hao and Jin Yu shall unconditionally and irrecoverably entrust Wanchi Technology or the Designated Persons to exercise the voting right and all of other shareholders’ rights enjoyed by ZhongJinfu and YunShuiyue for the equities held in the Target Company, including but not limited to:

- (1) Propose to convene and participate in the shareholders meetings and sign the minutes and resolutions and exercise the voting right over the matters to be discussed and determined on the shareholders meetings (including but not limited to the designation, appointment or removal of the directors, supervisors and senior management of the Target Company) on behalf of ZhongJinfu and YunShuiyue and sign any documents to be signed by the shareholders of the Target Company and any documents to be provided to the company registration authorities for filing on behalf of ZhongJinfu and YunShuiyue;
- (2) Make resolutions on the disposal of the assets of the Target Company on behalf of ZhongJinfu and YunShuiyue;
- (3) Make resolutions on the dissolution and liquidation of the Target Company on behalf of ZhongJinfu and YunShuiyue and form a liquidation group and exercise the authorities of the liquidation group entitled to during the liquidation period on behalf of ZhongJinfu and YunShuiyue, including but not limited to making resolutions on the disposal of the assets of the Target Company;

- (4) Determine to transfer or dispose the equities of the Target Company held by ZhongJinfu and YunShuiyue in other forms;
- (5) Instruct the directors, legal representatives and other persons of the Target Company to take actions as they wish;
- (6) Other shareholders' rights stipulated by other applicable Chinese laws and regulations and the articles of association (and the amendments thereto from time to time) of the Target Company.

ZhongJinfu, YunShuiyue, Dai Di, Dai Hao and Jin Yu shall not withdraw the entrustment and authorization made to Wanchi Technology or the Designated Persons.

- 1.2 Where Wanchi Technology determines to conduct liquidation and dissolution of the Target Company in accordance with the Item (3) of Clause 1.1 hereof, ZhongJinfu, YunShuiyue, Dai Di, Dai Hao and Jin Yu shall guarantee and urge the Target Company to assist the liquidator in completing all relevant liquidation and dissolution processes and shall guarantee to transfer all the remaining assets of the Target Company after the liquidation and dissolution to Wanchi Technology for free. ZhongJinfu, YunShuiyue, Dai Di, Dai Hao and Jin Yu shall fully assist in performing or signing all processes or documents for the purpose of such liquidation and dissolution or transfer.
- 1.3 Wanchi Technology shall be entitled to determine at its own discretion to authorize the persons it designated to exercise the entrusted rights mentioned in the above Clause 1.1 at any time. Wanchi Technology shall be entitled to remove the Designated Persons at any time after notifying ZhongJinfu, YunShuiyue, Dai Di, Dai Hao and Jin Yu in advance. The exercising of the entrustment rights by such Designated Persons shall be deemed as the exercising of such entrustment rights by Wanchi Technology and shall have equal legal effects and consequences with the exercising of such entrustment rights by Wanchi Technology hereunder.
- 1.4 Wanchi Technology or the Designated Persons shall abide by the articles of association of the Target Company and the provisions of relevant laws when exercising the shareholders' rights on behalf of ZhongJinfu and YunShuiyue.
- 1.5 ZhongJinfu, YunShuiyue, Dai Di, Dai Hao and Jin Yu shall guarantee not to exercise any shareholders' rights authorized Wanchi Technology or the Designated Persons without the prior written consent of Wanchi Technology. They shall not interfere in the exercising of various rights stipulated in Clause 1.1 hereof by Wanchi Technology or the Designated Persons and shall make their best to assist Wanchi Technology or the Designated Persons in exercising such rights. ZhongJinfu, YunShuiyue, Dai Di, Dai Hao and Jin Yu shall further agree and sign all reasonable and necessary agreements, resolutions and other documents in time and take all reasonable and necessary actions to execute the provisions herein and assist Wanchi Technology or the Designated Persons in exercising the shareholders' rights.

- 1.6 ZhongJinfu, YunShuiyue, Dai Di, Dai Hao and Jin Yu shall agree that Wanchi Technology or the Designated Persons can exercise various rights stipulated in Clause 1.1 herein based on their own judgment without obtaining the approval of ZhongJinfu, YunShuiyue, Dai Di, Dai Hao and Jin Yu in advance. The exercising of the above entrustment right by Wanchi Technology or the Designated Persons shall be deemed as the actions of ZhongJinfu, YunShuiyue, Dai Di, Dai Hao and Jin Yu and the documents signed by them shall be deemed as signed by ZhongJinfu, YunShuiyue, Dai Di, Dai Hao and Jin Yu themselves. For the consequences of the exercising of the above entrustment right by Wanchi Technology or the Designated Persons, each shareholder shall confirm and recognize and shall assume the corresponding legal responsibilities and consequences.
- 1.7 ZhongJinfu and YunShuiyue shall sign the *Power of Attorney* with the substance same as the Attachment I hereof, respectively and authorize Wanchi Technology or the Designated Persons to exercise various rights stipulated in Clause 1.1 hereof. Where Wanchi Technology notifies ZhongJinfu and YunShuiyue to terminate the authorization to the Designated Persons in written at any time within the term of this Agreement, ZhongJinfu and YunShuiyue shall immediately terminate the authorization to such Designated Persons and authorize other persons designated by Wanchi Technology to exercise various rights stipulated in Clause 1.1 hereof, separately.
- 1.8 Where the authorization or exercising of the rights stipulated in Clause 1.1 hereof cannot be realized for any reasons (except the breaching of the contract by ZhongJinfu, YunShuiyue, Dai Di, Dai Hao or Jin Yu) at any time within the period of this Agreement, all parties shall immediately seek alternative plans most similar with the provisions hereof and sign a supplementary agreement to modify or adjust the clauses hereof when necessary to guarantee the realization of the purposes of this Agreement.
- 1.9 In order to exercise the purposes of the entrusted rights hereunder, Wanchi Technology or the Designated Persons shall be entitled to understand the operation, business, clients, finance, staff and other relevant information about the Target Company and inspect relevant information about the Target Company. The Target Company shall provide assistance for this.

## 2. Entrustment Period

- 2.1 This Agreement shall come into effect from 1 August 2013 until the day on which Wanchi Technology terminated this Agreement in the written form or all equities in the Target Company held by ZhongJinfu and YunShuiyue have been legally and effectively transferred to Wanchi Technology and/or the Designated Persons (namely, all equities in the Target Company have been registered under the names of Wanchi Technology and/or the Designated Persons as shown in the industrial, and commercial registry) or all assets of the Target Company have been legally and effectively transferred to Wanchi Technology and/or the Designated Persons.

2.2 Neither ZhongJinfu nor YunShuiyue shall transfer the equities held by them (either partially or in full) to any institutes or individuals other than Wanchi Technology, unless such institutes or individuals are designated by Wanchi Technology. Where either of ZhongJinfu and YunShuiyue transfers all equities held by them in the Target Company with the approval of Wanchi Technology and completed the delivery procedures of the equities transfer, such party shall no longer be a party hereto provided that the obligations and commitments of other shareholders of the Target Company hereunder shall not be affected. When ZhongJinfu and YunShuiyue transfer the equities in the Target Company (either partially or in full), they shall make the transferees commit to assume all rights and obligations to be assumed by the transferors hereunder and procure the transferees to replace the transferors or the prerequisite conditions for the transfer by a signing party of this Agreement.

### 3. Representations and Guarantees

3.1 Either party hereto shall make the following representations and guarantees to other parties:

- (1) Such party is an independent legal person established in accordance with legal procedures and subsisted effectively with complete relevant procedures or a natural person with the full capacity for civil conducts and rights;
- (2) Such party shall be entitled to sign this Agreement and perform the obligations hereunder;
- (3) Such party shall have authorized its authorized representatives the right to sign this Agreement and the provisions of this Agreement shall have legally binding effects to it from the effective day;

- (4) The signing, submission and performance of this Agreement: (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) their business licenses, articles of association, approvals, government approvals on its establishment, the agreements in relation to its 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 they are parties in question or having binding effects on them or their assets; (ii) shall not cause their assets to have any mortgages or other encumbrances or make any third parties to be entitled to establish any mortgages or encumbrances on their assets, except the pledge established on the equities of the Target Company in accordance with the *Equity Pledge Agreement* signed on 23 December 2013 and the exclusive purchasing right established in accordance with the *Exclusive Option Agreement*; (iii) shall not result in the termination or modification to the provisions of any contracts or other documents to which they 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, damage, confiscation or unrenovability upon expiry of any government approvals, licenses, registration etc. applicable to them;
  - (5) There are no happened and pending lawsuits, arbitrations or other judicial or administrative procedures affecting the ability of such party in performing the obligations hereunder and to its knowledge, no one threat to take the foregoing actions;
  - (6) The party has disclosed to other parties all documents possibly having significant and adverse effects on its ability in full performance of the obligations hereunder issued by any government authorities and there are no untrue statements or the omission of any important statements on any important facts in the documents previously provided to other parties by it; and
  - (7) Once Wanchi Technology makes requests, such party shall sign necessary documents and take all necessary actions to the satisfaction of Wanchi Technology to assist Wanchi Technology in completing the transfer of the equities in the Target Company.
- 3.2 ZhongJinfu and YunShuiyue shall guarantee to Wanchi Technology that they are the shareholders of the Target Company registered in the industrial and commercial register and set out in the register of members when this Agreement came into effect. In accordance with this Agreement, the entruster can fully exercise the entrustment rights in accordance with the articles of association of the Target Company then in force and the provisions of laws and regulations.

- 3.3 Dai Di, Dai Hao, Jin Yu, ZhongJinfu and YunShuiyue shall guarantee to Wanchi Technology that they have made or procured their ultimate shareholders and 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 (where applicable), 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.
- 3.4 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.
- 3.5 Dai Di, Dai Hao, Jin Yu, ZhongJinfu and YunShuiyue shall guarantee to Wanchi Technology that they hereby give up all rights entrusted to Wanchi Technology or the Designated Persons under Clause 1.1 hereof and shall not arbitrarily exercise such rights.
- 3.6 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 with the Target Company and other relevant parties.
- 3.7 Where the representations and guarantees of either party are untrue or inaccurate, it shall constitute the significant breaching of the contract by such party.
4. Responsibilities on Breaching the Contract
- 4.1 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 Agreement under any circumstances.

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

## 5. Exemption and Compensations

- 5.1 All parties shall confirm that Wanchi Technology or the Designated Persons shall not be requested to assume responsibilities of all natures or make any economic or other compensations for the exercising of various rights stipulated under Clause 1.1 hereof;
- 5.2 Dai Di, Dai Hao, Jin Yu, ZhongJinfu, YunShuiyue and the Target Company shall agree to compensate all losses of Wanchi Technology or the Designated Persons arising from the exercising of various rights stipulated under Clause 1.1 hereof and shall prevent them from any damages, including but not limited to any losses arising from the lawsuits, accusation and claims for compensation made by any third parties or the administrative investigations and punishments by any government authorities. Where the losses are caused by the deliberate or gross negligence of Wanchi Technology or the Designated Persons, they shall not be compensated.

## 6. Applicable Laws and Disputes Settlement

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



- 6.2 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.
- 6.3 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.

## 7. Confidentiality

7.1 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).

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

## 8. General Provisions

8.1 This Agreement shall come into effect from August 1, 2013 until all parties terminated this Agreement in the written form or all equities in the Target Company held by ZhongJinfu and YunShuiyue have been legally and effectively transferred to Wanchi Technology and/or the Designated Persons (namely, all equities in the Target Company have been registered under the names of Wanchi Technology and/or the Designated Persons as shown in the industrial, and commercial registry) or all assets of the Target Company have been legally and effectively transferred to Wanchi Technology and/or the Designated Persons. This Agreement shall not be rescinded once came into effect.

8.2 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.

8.3 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.

- 8.4 Where any provisions of this Agreement are invalid, illegal or unenforceable in accordance with Chinese laws, all other provisions hereof shall remain their full force. Where any provisions are determined to be invalid, illegal or unenforceable, all parties hereto shall conduct a negotiation in good faith and make modifications to this Agreement to achieve the original purposes of both parties in acceptable methods as approximate as possible.
- 8.5 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.
- 8.6 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.
- 8.7 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.
- 8.8 This Agreement shall have legally binding effects over all parties hereto and the legal successors and transferees of such party.
- 8.9 All parties can sign the supplementary agreements to this Agreement and its relevant matters. Any modifications and supplementations to this Agreement shall be conducted in the written form other than the transfer of the rights hereunder by Wanchi Technology in accordance with the provisions of Clause 8.3. 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.
- 8.10 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 *Proxy 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 Jinlu Pawning Company Limited\* (Official seal)

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

[This is the signature page of the *Proxy Agreement*]

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

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

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

Attachment I

Power of Attorney

In accordance with the provisions of the *Proxy Agreement* signed by the Company and Dai Di, Dai Hao, Jin Yu, YunShuiyue Investment Management (Beijing) Company Limited\*, Beijing Wanchi Technology Company Limited\* and Beijing City Jinlu Pawning Company Limited\* on 2013 and effective from 1 August 2013, the Company hereby issue this Power of Attorney.

As a shareholder with 95% equities of the Target Company (as defined in the *Proxy Agreement* and shall apply hereinafter), the Company hereby unconditionally and irrecoverably authorizes Beijing Wanchi Technology Company Limited\* and any of its authorized directors, successors or liquidators (hereafter referred to as the “Representatives”) as the representatives of the Company to exercise all shareholders’ voting rights and other shareholders’ rights in the Target Company entitled to the Company in accordance with the articles of association of the Target Company and relevant laws, including but not limited to:

- (1) Propose to convene and participate in the shareholders meetings of the Target Company and sign the minutes and resolutions and exercise the voting right over the matters to be discussed and determined on the shareholders meetings (including but not limited to the designation, appointment or removal of the directors, supervisors and senior management of the Target Company) on behalf of the Company and sign any documents to be signed by the shareholders of the Target Company and any documents to be provided to the company registration authorities for filing on behalf of the Company;
- (2) Make resolutions on the disposal of the assets of the Target Company on behalf of the Company;
- (3) Make resolutions on the dissolution and liquidation of the Target Company on behalf of the Company and form a liquidation group and exercise the authorities of the liquidation group entitled to during the liquidation period on behalf of the Company, including but not limited to making resolutions on the disposal of the assets of the Target Company;
- (4) Determine to transfer or dispose the equities of the Target Company held by the Company in other forms;
- (5) Instruct the directors, legal representatives and other persons of the Target Company to take actions as it wishes;
- (6) Other shareholders’ rights stipulated by the articles of association of the Target Company or laws.

*English translation only*

The Company hereby agrees and recognizes that the Representatives shall be fully authorized to exercise rights in the above authorization scope in the manners as it deems to be appropriate. The Company commits to accept the obligations or responsibilities arising from the exercising of such rights by the Representatives.

This Power of Attorney shall come into effect from 1 August 2013 and shall continue to be effective during the valid term of the *Proxy Agreement*.

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ZhongJinfu (Beijing) Investment Management Company Limited\*

Seal or signature:

2013



## Power of Attorney

In accordance with the provisions of the *Proxy Agreement* signed by the Company and ZhongJinfu (Beijing) Investment Management Company Limited\*, Dai Di, Dai Hao, Jin Yu, Beijing Wanchi Technology Company Limited\* and Beijing City Jinlu Pawning Company Limited\* on 2013 and effective from 1 August, 2013, the Company hereby issue this Power of Attorney.

As a shareholder with 5% equities of the Target Company (as defined in the *Proxy Agreement* and shall apply hereinafter), the Company hereby unconditionally and irrevocably authorizes Beijing Wanchi Technology Company Limited\* and any of its authorized directors, successors or liquidators (hereafter referred to as the “Representatives”) as the representatives of the Company to exercise all shareholders’ voting rights and other shareholders’ rights in the Target Company enjoyed by the Company in accordance with the articles of association of the Target Company and relevant laws, including but not limited to:

- (1) Propose to convene and participate in the shareholders meetings of the Target Company and sign the minutes and resolutions and exercise the voting right over the matters to be discussed and determined on the shareholders meetings (including but not limited to the designation, appointment or removal of the directors, supervisors and senior management of the Target Company) on behalf of the Company and sign any documents to be signed by the shareholders of the Target Company and any documents to be provided to the company registration authorities for filing on behalf of the Company;
- (2) Make resolutions on the disposal of the assets of the Target Company on behalf of the Company;
- (3) Make resolutions on the dissolution and liquidation of the Target Company on behalf of the Company and form a liquidation group and exercise the authorities of the liquidation group entitled to during the liquidation period on behalf of the Company, including but not limited to making resolutions on the disposal of the assets of the Target Company;
- (4) Determine to transfer or dispose the equities of the Target Company held by the Company in other forms;
- (5) Instruct the directors, legal representatives and other persons of the Target Company to take actions as it wishes;
- (6) Other shareholders’ rights stipulated by the articles of association of the Target Company or laws.

The Company hereby agrees and recognizes that the Representatives shall be fully authorized to exercise rights in the above authorization scope in the manners as it deems to be appropriate. The Company commits to accept the obligations or responsibilities arising from the exercising of such rights by the Representatives.

*English translation only*

This Power of Attorney shall come into effect from 1 August 2013 and shall continue to be effective during the valid term of the *Proxy Agreement*.

[No text below]

[This page contains no text and is the signature page of the *Power of Attorney*]

YunShuiyue Investment Management (Beijing) Company Limited\*  
Seal or signature:

2013

*\* for identification purpose only*