

股份质押协议

SHARE PLEDGE AGREEMENT

本股份质押协议（“本协议”）由以下各方于2014年__1__月__28__日在北京订立：

This Share Pledge Agreement (this “Agreement”) is entered into in Beijing as of __January 28__, 2014 by and among the following parties:

(1) 质权人 (Pledgee) :

北京联众家园网络科技有限责任公司（“联众家园”），一家根据中华人民共和国（“中国”）法律在中国北京注册成立的外商独资企业；

Beijing Lianzhong Garden Network Technology Co., Ltd. (the “Lianzhong Garden”), a wholly foreign-owned enterprise registered in Beijing, the People’s Republic of China (“China” or “PRC”), under the laws of China;

(2) 出质人(Pledgor):

刘江，中国国籍，身份证号 36011119680203****，为北京联众互动网络股份有限公司（“联众股份”）的股东；

Jiang Liu, Chinese, ID No. 36011119680203****, shareholder of Beijing Lianzhong Co., Ltd. (“Beijing Ourgame”);

张荣明，中国国籍，身份证号 11010819620714****，为联众股份的股东；

Rongming Zhang, Chinese, ID No. 11010819620714****, shareholder of Beijing Ourgame;

申东日，中国国籍，身份证号 23230219721029****，为联众股份的股东；

Dongri Shen, Chinese, ID No. 23230219721029****, shareholder of Beijing Ourgame;

鲍岳桥，中国国籍，身份证号 33010619670404****，为联众股份的股东；

Yueqiao Bao, Chinese, ID No. 33010619670404****, shareholder of Beijing Ourgame;

龙奇，中国国籍，身份证号 43010419771108****，为联众股份的股东；

Qi Long, Chinese, ID No. 43010419771108****, shareholder of Beijing Ourgame;

乌兰，中国国籍，身份证号 21071119691112****，为联众股份的股东；

Lan Wu, Chinese, ID No. 21071119691112****, shareholder of Beijing Ourgame;

每一位在上文列明的出质人单独称为一名“股东”，合称为“股东”。

each of the pledgors listed above (each, a “Shareholder” and collectively, the “Shareholders”)

（以上联众家园和每一位股东单独称为“一方”，合称为“各方”）。

(Each of Lianzhong Garden, each of the Shareholders, a "Party", and collectively the "Parties").

序言

RECITALS

(A) 鉴于，股东持有北京联众互动网络股份有限公司（“联众股份”）100%的股份；

WHEREAS, the Shareholders hold 100% shares in Beijing Lianzhong Co., Ltd. (“Beijing Ourgame”);

刘江持有联众股份 25,552,800 股，占总股本的 35.4856%；

Jiang Liu holds 25,552,800 shares in Beijing Ourgame, representing 35.4856% of the total share capital;

张荣明持有联众股份 21,600,000 股，占总股本的 30%；

Rongming Zhang holds 21,600,000 shares in Beijing Ourgame, representing 30% of the total share capital;

申东日持有联众股份 11,570,400 股，占总股本的 16.0706%；

Dongri Shen holds 11,570,400 shares in Beijing Ourgame, representing 16.0706% of the total share capital;

鲍岳桥持有联众股份 5,479,200 股，占总股本的 7.6098%；

Yueqiao Bao holds 5,479,200 shares in Beijing Ourgame, representing 7.6098% of the total share capital;

龙奇持有联众股份 3,859,200 股，占总股本的 5.3574%；

Qi Long holds 3,859,200 shares in Beijing Ourgame, representing 5.3574% of the total share capital;

乌兰持有联众股份 3,938,400 股，占总股本的 5.4761%；

Lan Wu holds 3,938,400 shares in Beijing Ourgame, representing 5.4761% of the total share capital;

(B) 鉴于，联众家园和联众股份已于 2014 年__1__月__28__日签署了一份独家服务总协议（“服务协议”）；

WHEREAS, Lianzhong Garden and Beijing Ourgame entered into a Master Exclusive Service agreement dated __January 28__, 2014 (the “Service Agreement”);

- (C) 鉴于，联众家园、联众股份和股东于 2014 年__1__月__28__日签署了一份业务合作协议 (“业务合作协议”)；

WHEREAS, Lianzhong Garden, Beijing Ourgame and the Shareholders entered into a business cooperation agreement dated __ January 28 __, 2014 (the “**Business Cooperation Agreement**”);

- (D) 鉴于，联众家园、联众股份和股东于 2014 年__1__月__28__日签署了一份独家购股权协议 (“独家购股权协议”，与服务协议和业务合作协议以及由股东、联众股份以及联众家园不时签订的各协议一同合称为“主协议”)；

WHEREAS, Lianzhong Garden, Beijing Ourgame and the Shareholders entered into an Exclusive Option Agreement dated __ January 28 __, 2014 (the “**Exclusive Option Agreement**”, together with the Service Agreement and the Business Cooperation Agreement and the agreements to be executed among the Shareholders, Beijing Ourgame and Lianzhong Garden from time to time, the “**Principal Agreements**”);

- (E) 鉴于，联众家园要求股东无条件和不可撤销地将其持有的联众股份 100% 股份质押给联众家园，作为对股东、联众股份履行主协议项下义务的担保，且股东同意提供该担保。

WHEREAS, Lianzhong Garden requests the Shareholders to pledge 100% shares of Beijing Ourgame they own to Lianzhong Garden unconditionally and irrevocably, as security for the performance of the obligations by the Shareholders and Beijing Ourgame under the Principal Agreements, and the Shareholders agree to provide such security.

- (F) 有鉴于此，基于本协议中包含的各项前提、声明、保证、承诺和约定，各方愿意受其法律约束，并达成如下约定：

NOW, THEREFORE, in consideration of the premises and the representations, warranties, covenants and agreements herein contained, and intending to be legally bound hereby, the Parties hereby agree as follows:

协议

AGREEMENT

1. 主协议

Principal Agreements

本协议各方认可并确认，本协议项下质押担保的主协议包括，服务协议、业务合作协议、独家购股权协议，以及由股东、联众股份以及联众家园不时签订的各协议。

All Parties hereto acknowledge and confirm that the Principal Agreements for which the security of pledge is provided hereunder include the Service Agreement, the Business Cooperation Agreement, the Exclusive Option Agreement and the agreements to be executed among the Shareholders, Beijing Ourgame and Lianzhong Garden from time to time.

2. 质押

The Pledge

股东同意无条件和不可撤销地将其持有的联众股份全部股份（包括为该等股份支付的任何利息或股息）质押给联众家园（“质押股份”），作为对股东、联众股份履行主协议项下所有、一切义务的担保（“质押”）。本协议各方同意，以 10 亿元人民币（“初始登记金额”）作为本协议签订日主协议项下义务的估值进行初始质押登记。其中刘江经登记的担保债务金额为 354,900,000 元人民币；张荣明经登记的担保债务金额为 300,000,000 元人民币；申东日经登记的担保债务金额为 160,700,000 元人民币；鲍岳桥经登记的担保债务金额为 76,100,000 元人民币；龙奇经登记的担保债务金额为 53,600,000 元人民币；乌兰经登记的担保债务金额为 54,700,000 元人民币。在主合同及本合同有效期内的后续期限内，联众家园在任何时候有权以任何理由要求各股东对初始登记金额进行调整，所有股东应当根据联众家园之要求及时完成调整。

Each Shareholder agrees to pledge all of the shares of Beijing Ourgame that it owns, including any interest or dividend paid for such shares (the "Pledged Shares") to Lianzhong Garden unconditionally and irrevocably, as a security for the performance of any and all obligations by the Shareholder and Beijing Ourgame under the Principal Agreements (the "Pledge"). Parties agree to use RMB1 billion (the "Initial Registration Amount") as the estimated value of the obligations by the Shareholder and Beijing Ourgame under the Principal Agreements for initial registration purpose. The registered amount of the Secured Indebtedness of each Pledgors is as follows: Jiang Liu RMB 354,900,000; Rongming Zhang RMB 300,000,000; Dongri Shen RMB 160,700,000; Yueqiao Bao RMB 76,100,000; Qi Long RMB 53,600,000; Lan Wu RMB 54,700,000. During the term of the Principal Agreements or this Agreement, Lianzhong Garden has the rights to request all of the Shareholders to amend the Initial Registration Amount for any reasons, and all Shareholders shall promptly make such adjustments as requested.

3. 质押范围

The Scope of Pledge

本协议项下的质押所担保的范围包括股东、联众股份在主协议下的全部欠款、义务和债务、为行使债权人权利和质权而发生的费用、联众家园因股东和/或联众股份的任何违约事件（定义见第 8.1 条）而遭受的全部直接、间接、衍生损失和可预计利益的丧失（该等损失的金额的依据包括但不限于联众家园合理的商业计划和盈利预测、联众股份在服务协议项下应支付的服务费用）和任何其他相关费用（“担保债务”）。

为避免疑义，股东出资金额或初始登记金额与质押范围或担保债务无关；质押范围、实际担保债务的金额完全不受股东出资金额或初始登记金额的任何限制；任何股东不得以任何方式、任何理由、通过任何程序主张或试图质押范围或担保债务应当受到出资金额或初始登记金额的任何限制。

The Pledge under this Agreement shall cover all indebtedness, obligations and liabilities of the Shareholders and Beijing Ourgame under the Principal Agreements, any fees for exercising the creditor's rights and the Pledge, all the direct, indirect and derivative losses and losses of anticipated profits, suffered by Lianzhong Garden, incurred as a result of any Event

of Default (as defined in Section 8.1) (the amount of such loss shall be calculated in accordance with the reasonable business plan and profit forecast of Lianzhong Garden and the consulting and service fees payable to Lianzhong Garden under the Service Agreement, among other factors) and any other related expenses (the "Secured Indebtedness").

For the avoidance of doubt, the amount of the Shareholders' capital contribution or the Initial Registration Amount is in no event related to the scope of the Pledge; the scope of the Pledge or the Secured Indebtedness shall not in any way be limited by the amount of the Shareholders' capital contribution or the Initial Registration Amount; no Shareholder should through any means, use any reasons or pursue any procedure to claim or attempt to claim that scope of the Pledge or the Secured Indebtedness shall in any way be limited by the amount of the Shareholders' capital contribution or the Initial Registration Amount.

4. 质押期限

The Term of Pledge

- 4.1 除非 (1) 协议各方一致书面同意终止本协议, 或 (2) 主协议被履行完毕且令联众家园满意, 或 (3) 直至所有主协议有效期已经届满或已经终止, 质押将一直有效。为办理质押登记之目的, 初始质押登记记载的有效期为 50 年, 该期限届满后, 根据联众家园的要求, 股东应无条件配合联众家园办理质押登记有限期的展期登记手续。

The Pledge shall be continuously valid for 50 years after this Agreement take effective, unless (i) the Parties all agree to terminate this Agreement; (ii) the Principal Agreements have been fulfilled to the satisfaction of the WFOE; or (iii) all of the Principal Agreements have expired or been terminated, the Pledge shall be valid.

- 4.2 在质押有效期内, 如果股东或联众股份未能履行主协议项下各自的义务, 联众家园有权根据本协议规定处置全部或部分质押股份。

During the term of the Pledge, in the event that either the Shareholders or Beijing Ourgame fail to perform any of their respective obligations under the Principal Agreements, Lianzhong Garden shall have the right to dispose of the Pledged Shares entirely or partially in accordance with the provisions of this Agreement.

- 4.3 联众家园有权收取质押股份在质押期间内产生的股息。

The WFOE shall have the right to collect dividends generated by the Pledged Shares during the term of the Pledge.

5. 登记

Registration

- 5.1 联众股份应(1)在本协议签署之日, 在联众股份股东名册中登记质押, 并向联众家园提供该股东名册, 且(2)在本协议签署后尽可能最短的时间内(任何情况下不得晚于本协议签署后 30 个工作日), 向工商行政管理局 ("工商局") 提交质押登记申请, 并在不晚于本协议签署后 60 个工作日内取得完成股份质押登记的相关证明文件。股东和联众股份应提交和完成中国法律、法规和相关工商局要求的所有文件和程序, 以确保本协议下的质权有效设立并可强制执行。

Beijing Ourgame shall (1) on the date of execution of this Agreement, record the Pledge in the shareholders' register of Beijing Ourgame and provide the shareholders' register to Lianzhong Garden, and (2) submit an application to the relevant administration for industry and commerce (the "AIC") for the registration of the Pledge as soon as practicable following the execution of this Agreement (no later than 30 business days after the execution of this Agreement) and obtain evidencing documents of such registration no later than 60 business days after the execution of this Agreement. The Shareholders and Beijing Ourgame shall submit all necessary documents and complete all necessary procedures, as required by PRC laws and regulations and the AIC, to ensure that the Pledge shall be duly established and fully enforceable.

- 5.2 不限于本协议中的任何规定，在质押期间，联众股份的股东名册原件应由联众家园或其指定人保管。

Without limitation to any provision of this Agreement, during the term of the Pledge, the original shareholders' register of Beijing Ourgame shall be in the custody of Lianzhong Garden or its designated person.

- 5.3 如获联众家园事先同意，股东可以增加对联众股份的出资，但前提是股东对联众股份的任何出资都要受本协议规定之约束。联众股份应根据本第 5 条规定立即变更其股东名册，并于五个工作日内向工商局进行质押的变更登记。

With the prior consent of Lianzhong Garden, the Shareholders may increase their capital contribution to Beijing Ourgame, provided that any capital contribution by the Shareholders to Beijing Ourgame shall be subject to this Agreement. Beijing Ourgame shall immediately amend the shareholders' register and register the change to the Pledge with the AIC pursuant to the provisions in this Section 5 within five working days.

6. 股东的声明和保证

The Shareholders' Representations and Warranties

各股东特此向联众家园陈述和保证：

Each Shareholder hereby represents and warrants to Lianzhong Garden that:

- 6.1 股东是质押股份的唯一合法所有人。

The Shareholder is the sole legal owner of the Pledged Shares.

- 6.2 除本协议项下的质押以外，股东没有在质押股份上设置任何担保权益或其他权利负担。

Except for the Pledge, the Shareholder has not placed any security interest or other encumbrance on the Pledged Shares.

- 6.3 股东和联众股份已经取得第三方和政府部门的同意及批准（若需）以签署，交付和履行本协议。

The Shareholder and Beijing Ourgame have obtained any and all approvals and consents from applicable government authorities and third parties (if required) for the execution, delivery and performance of this Agreement.

- 6.4 本协议的签署、交付和履行均不会：1) 导致违反任何有关的中国法律；2) 与联众股份章程或其他组织文件相抵触；3) 导致违反其是一方或对其有约束力的任何合同或文件，或构成其是一方或对其有约束力的任何合同或文件项下的违约；4) 导致违反有关向任何一方颁发的任何许可或批准的授予和(或)继续有效的任何条件；或 5) 导致向任何一方颁发的任何许可或批准中止或被撤销或附加条件。

The execution, delivery and performance of this Agreement will not: i) violate any relevant PRC laws; ii) conflict with Beijing Ourgame's articles of association or other constitutional documents; iii) result in any breach of or constitute any default under any contract or instrument to which it is a party or by which it is otherwise bound; iv) result in any violation of any condition for the grant and/or maintenance of any permit or approval granted to any Party; or v) cause any permit or approval granted to any Party to be suspended, cancelled or attached with additional conditions.

7. 股东的承诺和进一步保证

The Shareholders' Covenants and Further Assurance

- 7.1 股东在此向联众家园承诺，在本协议有效期内，股东：

The Shareholders hereby jointly and severally covenant to Lianzhong Garden, that during the term of this Agreement, the Shareholders shall:

- 7.1.1 如未获联众家园事先书面同意，不得转让质押股份，或在质押股份上设置或允许设置任何担保权益或其他权利负担，或以其他方式处置质押股份，但为履行独家购股权协议的除外；

without Lianzhong Garden's prior written consent, not transfer the Pledged Shares, establish or permit the existence of any security interest or other encumbrance on the Pledged Shares, or dispose of the Pledged Shares by any other means, except by the performance of the Exclusive Option Agreement;

- 7.1.2 遵守适用于质押的所有相关法律法规的规定，在收到相关监管机构就质押发出或起草的任何通知、命令或建议的五(5)个工作日内，向联众家园提交该通知、命令或建议，并遵守前述通知、命令或建议，或应联众家园合理要求或获联众家园同意后，就上述事宜主张权利或提起申诉；

comply with the provisions of all laws and regulations applicable to the Pledge, and within five (5) working days of receipt of any notice, order or recommendation issued or prepared by relevant competent authorities regarding the Pledge, shall present the aforementioned notice, order or recommendation to Lianzhong Garden, and shall comply with the aforementioned notice, order or recommendation or submit claims and appeals with respect to the aforementioned matters upon Lianzhong Garden's reasonable request or upon consent of Lianzhong Garden;

- 7.1.3 知晓或收到相关事件或通知且该事件或通知可能会对联众家园就质押股份享有的权利或股东在本协议项下的其他义务产生影响，股东应立即告知联众家园。

promptly notify Lianzhong Garden of any event or notice received by the Shareholders that may have an impact on Lianzhong Garden's rights to the Pledged Shares or any portion thereof or other obligations of the Shareholders arising out of this Agreement.

- 7.2 股东同意，联众家园依据本协议获得的与质押相关的权利，不得由联众股份、股东、股东的承继人或代表、或任何其他人（合称，“相关人员”）通过任何法律程序中断或妨害。

The Shareholders agree that the rights acquired by Lianzhong Garden in accordance with this Agreement with respect to the Pledge shall not be interrupted or harmed by Beijing Ourgame, the Shareholders or any heirs or representatives of the Shareholders or any other persons (collectively, the "Relevant Persons") through any legal proceedings.

- 7.2.1 未经联众家园事先书面同意，相关人员不会通过任何形式补充、变更或修改联众股份的公司章程和内部细则，不会增减联众股份的注册资本，也不会通过其他方式变更联众股份的注册资本结构；

Without the prior written consent of Lianzhong Garden, the Relevant Persons shall not in any manner supplement, change or amend the articles of association and bylaws of Beijing Ourgame, increase or decrease its registered capital, or change the structure of its registered capital in other manners;

- 7.2.2 未经联众家园事先书面同意，相关人员不会在本协议签署后通过任何方式出售、转让、抵押或处置联众股份的任何资产或联众股份业务或收入中的法定或受益权益，也不会允许设置任何相关的担保权益；或

Without the prior written consent of Lianzhong Garden, the Relevant Persons shall not at any time following the date hereof, sell, transfer, mortgage or dispose of in any manner any assets of Beijing Ourgame or legal or beneficial interest in the business or revenues of Beijing Ourgame, or allow the encumbrance thereon of any security interest; or

- 7.2.3 未经联众家园事先书面同意，相关人员应确保联众股份不会通过任何方式向股东分配股息、作出财产分配、减少资本、启动清算程序或以其他任何形式作出分配。任何分配（包括但不限于分配的资产或清算中的剩余财产）均应视为质押的一部分。

Without the prior written consent of Lianzhong Garden, the Relevant Persons shall ensure that Beijing Ourgame shall not in any manner distribute dividends to its shareholder(s), make asset distributions or reduce its capital or initiate liquidation procedures or make any other distributions. Any distributions, including without limitation, the distributed assets or the residual assets in liquidation shall be deemed as part of the Pledge.

- 7.3 为保护或完善本协议对主协议款项支付所设的担保权益，股东特此承诺将诚信签署、并促使与质押有关的其他方签署联众家园要求的全部证明、协议、契约和/或承诺。股东还承诺采取、并促使与质押有关的其他方采取联众家园为行使本协议赋予其的权利和权力而要求的行动，并与联众家园或其指定人签署与质押股份所有权相关的所有文

件。 股东承诺在合理时间内向联众家园提供联众家园要求的与质押相关的全部通知、命令和决定。

To protect or perfect the security interest granted by this Agreement for payments under the Principal Agreements, the Shareholders hereby undertake to execute in good faith and to cause other parties who have interests in the Pledge to execute all certificates, agreements, deeds and/or covenants required by Lianzhong Garden. The Shareholders also undertake to perform and to cause other parties who have interests in the Pledge to perform actions required by Lianzhong Garden, to facilitate the exercise by Lianzhong Garden of its rights and authority granted thereto by this Agreement, and to execute all relevant documents regarding ownership of the Pledged Shares with Lianzhong Garden or its designee(s). The Shareholders undertake to provide Lianzhong Garden within a reasonable time with all notices, orders and decisions regarding the Pledge that are required by Lianzhong Garden.

- 7.4 股东特此承诺遵守并履行本协议下的所有保证、承诺、约定、陈述和条件。如果未能履行或仅部分履行上述保证、承诺、约定、陈述和条件，股东应向联众家园赔偿因此导致的全部损失。

The Shareholders hereby undertake to comply with and perform all guarantees, promises, agreements, representations and conditions under this Agreement. In the event of failure to perform all or part of such guarantees, promises, agreements, representations and conditions, the Shareholders shall indemnify Lianzhong Garden for all losses resulting therefrom.

8. 行使质权

Exercise of Pledge

- 8.1 以下事件将构成本协议下的违约事件（“违约事件”）（违约事件将被视为“持续”，除非已被补救或豁免）：

Each of the following shall constitute an event of default (“Event of Default”) hereunder (and an Event of Default is “continuing” if it has not been remedied or waived):

- (i) 股东、联众股份在本协议或任何主协议下作出的任何陈述、保证或声明在任何方面不真实、不完整或不准确；或，股东、联众股份违反或未能履行本协议或任何主协议下的任何义务、或未能遵守本协议或任何主协议下的任何承诺；或

any statement, warranty or representation made by the Shareholders or Beijing Ourgame under this Agreement or any of the Principal Agreements are not true, complete or accurate in any aspect; or the Shareholders or Beijing Ourgame breach or fail to fulfill any obligation or abide by any covenants and undertakings under this Agreement or any Principal Agreements; or

- (ii) 股东、联众股份在本协议或任何主协议下的一项或多项义务被视为不合法或者无效；

any or more of the obligations of the Shareholders or Beijing Ourgame under this Agreement or any of the Principal Agreements are deemed as unlawful or void.

- 8.2 一旦发生违约事件以及在违约事件持续的过程中，联众家园有权要求股东立即支付联众股份在服务协议项下之所有未偿款项、偿还任何贷款及支付所有其他应付款项，及联众家园有权根据相关有效中国法律行使被担保方的所有权利（包括《中华人民共和国担保法》和《中华人民共和国物权法》中的规定），这些权利包括但不限于：

Upon the occurrence and during the continuance of an Event of Default, Lianzhong Garden shall have the right to require the Shareholders to immediately pay any amount payable by Beijing Ourgame under the Service Agreement, repay any loans and pay any other due payments, and Lianzhong Garden shall have the right to exercise all such rights as a secured party under any applicable PRC law, including the Guarantee Law of the People's Republic of China and the Property Law of the People's Republic of China, as in effect from time to time, including without limitations:

- (i) 通过向质押人提前三(3)天发出书面通知，在一个或多个公开或私有交易场合出售部分或全部质押股份，且该等出售可以是以现金、信用交易或未来交付的方式进行；或

to sell all or any part of the Pledged Shares at one or more public or private sales upon three (3) days' written notice to the pledgor, and any such sale or sales may be made for cash, upon credit, or for future delivery; or

- (ii) 以通过参考质押物的市场价格所确定的货币价值或双方同意的其他价格，与股东签署协议购买质押股份。

to execute an agreement with the Shareholders to acquire the Pledged Shares based on its monetary value which shall be determined by referencing the market price of the pledged property or another price as agreed between parties.

- 8.3 如联众家园要求，股东和联众股份应采取所有合法和适当的行动，保证联众家园行使其质押权利。就前述而言，股东和联众股份应按联众家园合理要求，签署所有文件和材料及采取所有措施和行动。

The Shareholders and Beijing Ourgame, at the request of Lianzhong Garden, shall take all lawful and appropriate actions to secure Lianzhong Garden's exercise of the Pledge right. For the purpose of the foregoing, the Shareholders and Beijing Ourgame shall sign all the documents and materials and carry out all measures and take all actions reasonably required by Lianzhong Garden.

9. 转让

Assignment

- 9.1 未获联众家园事先书面同意，联众股份和股东不得向任何第三方转让其各自在本协议项下的任何权利和义务。

Beijing Ourgame and the Shareholders shall not assign any of their respective rights or obligations under this Agreement to any third party without the prior written consent of Lianzhong Garden.

- 9.2 联众股份和股东特此同意，联众家园可以其完全自主判断自行转让其在本协议项下的权利和义务，且仅需向联众股份和股东发出书面通知。

Beijing Ourgame and the Shareholders hereby agree that Lianzhong Garden may assign its rights and obligations under this Agreement as Lianzhong Garden may decide, at its sole discretion, and such transfer shall only be subject to a written notice sent to Beijing Ourgame and the Shareholders.

10. 完整协议和协议修改

Entire Agreement and Amendment to Agreement

- 10.1 本协议及本协议中明确提到或包含的全部约定和/或文件，构成关于本协议标的事项的完整协议，取代各方先前就本协议标的事项达成的所有口头约定、合同、谅解和交流。

This Agreement and all agreements and/or documents mentioned or included explicitly by this Agreement constitute the complete agreement with respect to the subject matter of this Agreement and shall supersede any and all prior oral agreements, contracts, understandings and communications made by the Parties with respect to the subject matter of this Agreement.

- 10.2 对本协议的任何修改应以书面方式作出，并仅在本协议各方签字后生效。经各方正式签署的修改协议或补充协议构成本协议的组成部分，与本协议具有同等法律效力。

Any modification of this Agreement shall be made in a written form and shall only become effective upon execution by all Parties of this Agreement. Modifications and supplements to this Agreement duly executed by the Parties shall be parts of this Agreements and shall have the same legal effect as this Agreement.

11. 管辖法律

Governing Law

本协议受中国法律管辖且据其进行解释。

This Agreement shall be construed in accordance with and governed by the laws of China.

12. 争议解决

Dispute Resolution

因本协议产生或与本协议相关的任何争议或主张应由各方通过友好协商的方式解决。如果各方未能解决争议，应将争议提交到北京仲裁委员会，由北京仲裁委员会按照申请仲裁时该委员会有效的仲裁规则仲裁解决。仲裁地为北京。仲裁庭或仲裁员有权依照本协议项下条款和适用的中国法律裁决给予任何救济，包括临时性的和永久性的禁令救济（例如，就商业行为的禁令救济，或强制转让资产的禁令救济）、合同义务的实际履行、针对联众股份之股份或土地资产的救济措施和针对联众股份的清算令。仲裁裁决具终局性且对各方都有约束力。

Any dispute or claim arising out of or in connection with or relating to this Agreement shall be resolved by the Parties in good faith through negotiations. In case no resolution can be reached by the Parties, such dispute shall be submitted to the Beijing Arbitration Commission for arbitration in accordance with its rules of arbitration in effect at the time of applying for such arbitration and the place of arbitration shall be in Beijing. The arbitral tribunal or the

arbitrators shall have the authority to award any remedy or relief in accordance with the terms of this Agreement and applicable PRC laws, including provisional and permanent injunctive relief (such as injunctive relief with respect to the conduct of business or to compel the transfer of assets), specific performance of any obligation created hereunder, remedies over the shares or land assets of Beijing Ourgame and winding up orders against Beijing Ourgame. The arbitral award shall be final and binding upon all Parties.

在适用的中国法律允许的前提下，在等待组成仲裁庭期间或在适当情况下，协议各方均有权诉诸有管辖权法院寻求临时性禁令救济或其它临时性救济，以支持仲裁的进行。就此，各方达成共识在不违反适用法律的前提下，香港法院、开曼群岛法院、中国法院和联众股份主要资产所在地的法院均应被视为具有管辖权。

To the extent permitted under applicable PRC laws, each of the Parties shall have the right to seek interim injunctive relief or other interim relief from a court of competent jurisdiction in support of the arbitration when formation of the arbitral tribunal is pending or under appropriate circumstances. For this purpose, the Parties agree that, to the extent not against applicable laws, the courts of Hong Kong, the courts of the Cayman Islands, the courts of PRC and the courts of the places where the principal assets of Beijing Ourgame are located, shall all be deemed to have jurisdiction.

13. 生效日和期限

Effective Date and Term

13.1 本协议应于文首所载日期签署并于股份质押记载于联众股份股东名册之日起生效。

This Agreement shall be signed as of the date first set forth above and shall take effect as of the date when the Pledge is registered in the shareholders' register of Beijing Ourgame.

13.2 本协议在质押存续期间持续有效。

This Agreement shall remain effective as long as the Pledge exists.

14. 通知

Notices

任何一方按本协议规定发出的通知或其他通信应以英文或中文语书写，并可以专人递送、挂号邮寄、邮资预付邮寄、或受承认的专递服务或发送传真的形式发送到有关各方不时指定的收件地址。通知被视为实际到达的日期，应按如下方式确定：(a) 专人递送的通知，专人递送当日即视为已实际送达；(b) 用信函发出的通知，则在邮资付讫的航空挂号信寄出日（依邮戳为准）后的第十（10）天，即视为已实际送达，或在送交专递服务公司后的第四天，即视为已实际送达；以及(c) 用传真发送的通知，在有关文件的传送确认单上所显示的接收时间，即视为已实际送达。

Notices or other communications required to be given by any party pursuant to this Agreement shall be written in English and Chinese and delivered personally or sent by registered mail or postage prepaid mail or by a recognized courier service or by facsimile transmission to the address of each relevant party as specified by such party from time to time. The date when a notice is deemed to be duly served shall be determined as follows: (a) a notice delivered personally is deemed duly served upon delivery; (b) a notice sent by mail is deemed duly served on the tenth (10th) day after the date when the postage prepaid registered

airmail is posted (as evidenced by the postmark), or on the fourth (4th) day after the date when the notice is delivered to an internationally-recognized courier service agency; and (c) a notice sent by facsimile transmission is deemed duly served upon receipt as evidenced by the time shown in the transmission confirmation for the relevant documents.

15. 可分割性

Severability

如果本协议项下的任何条款因与有关法律不一致而无效或不可执行，则该条款仅在有关法律的管辖范围之内被视为无效或不可执行，并且本协议其他条款的有效性、合法性和可强制执行性不受其影响。

If any provision of this Agreement is judged to be invalid or unenforceable because it is inconsistent with applicable laws, such invalidity or unenforceability shall be only with respect to such laws, and the validity, legality and enforceability of the other provisions hereof shall not be affected.

16. 文本

Counterparts

本协议由协议各方签署八份原件，各方各执一份，所有原件具有同等法律效力。本协议可以一份或多份副本方式签署。

This Agreement shall be executed in three originals by all Parties, with each Party holding one original. All originals shall have the same legal effect. The Agreement may be executed in one or more counterparts.

17. 语言

Languages

本协议英文和中文文本具有同等法律效力。若英文和中文文本有不一致，以中文为准。

Both Chinese and English versions of this Agreement shall have equal validity. In case of any discrepancy between the English version and the Chinese version, the Chinese version shall prevail.

[后附签字页 *Signature Pages Follow*]

有鉴于此，各方于文首所述日期正式签署本协议。

IN WITNESS WHEREOF, the Parties have duly executed this Agreement on the date appearing at the head hereof.

北京联众家园网络科技有限责任公司

Beijing Lianzhong Garden Network Technology Co., Ltd.

授权代表:

Authorized Representative

签字/Signature: _____

盖章: (公章)

Seal: (Seal)



刘江

Jiang Liu

签字/Signature: _____

张荣明

Rongming Zhang

签字/Signature: _____

申东日

Dongri Shen

签字/Signature: _____

鲍岳桥

Yueqiao Bao

签字/Signature: _____

龙奇
Qi Long

签字/Signature: 龙奇

乌兰
Lan Wu

签字/Signature: 乌兰