

Execution version

Dated 31 August 2016

BILLION EXPO INTERNATIONAL LIMITED
(as Chargor)

in favour of

GET NICE SECURITIES LIMITED
(as Lender)

SHARE CHARGE

in respect of

EPI (HOLDINGS) LIMITED
長盈集團(控股)有限公司

VINCENT T.K. CHEUNG, YAP & CO.
Solicitors & Notaries
11th Floor, Central Building
Nos.1-3 Pedder Street
Central, Hong Kong

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THIS CHARGE dated 31 August 2016 is made

BETWEEN:

BILLION EXPO INTERNATIONAL LIMITED, a company incorporated in the British Virgin Island and having its registered office at OMC Chambers, Wickhams Cay 1, Road Town, Tortola, the British Virgin Islands (the “**Chargor**”); and

GET NICE SECURITIES LIMITED, a company incorporated in Hong Kong and having its registered office at 10/F., Cosco Tower, Grand Millennium Plaza, 183 Queen’s Road Central, Hong Kong (the “**Lender**”)

WHEREAS:

- (A) EPI (Holdings) Limited 長盈集團(控股)有限公司 is a company incorporated in Bermuda with limited liability and the issued shares of which are listed on the Main Board of the Stock Exchange. As at the date of this Charge, 4,367,121,822 Shares (as defined in the Loan Agreement) have been issued and are fully paid or credited as fully paid.
- (B) As at the date of this Charge, the Chargor is the legal and beneficial owner of the Initial Shares (as defined in the Loan Agreement).
- (C) By a loan agreement (the “**Loan Agreement**”) dated 31 August 2016 made between the Chargor as borrower and the Lender as lender, the Lender has agreed to make available to the Chargor the loan facilities in the aggregate principal amount of up to HK\$682,000,000 subject to and upon the terms and conditions therein.
- (D) It is a condition of the Lender making the facilities available under the Loan Agreement that the Chargor executes this Charge (“**this Charge**”) to provide the securities herein mentioned in favour of the Lender.

NOW THIS CHARGE WITNESSES AND IT IS HEREBY AGREED AND DECLARED as follows:

1. INTERPRETATION

- 1.1 Words and expressions defined in the Loan Agreement shall, unless otherwise specified, have the same meanings when used herein.
- 1.2 The provisions of clauses 1.2 to 1.5 of the Loan Agreement apply to this Charge as though they were set out in full in this Charge, except that references to the Loan Agreement will be construed as references to this Charge.

2. CHARGING PROVISIONS

- 2.1 In consideration of the premises, the Chargor as beneficial owner hereby charges and agrees to charge to the Lender by way of first fixed charge the Mortgaged Shares together with all its rights, benefits, title and interest present and future in and to the Shares as continuing security for the due payment and discharge of the Outstanding Indebtedness.
- 2.2 The Chargor hereby undertakes that it shall forthwith upon execution of this Charge deliver to the Lender the following documents:
 - (1) undated instrument(s) of transfer in respect of the Initial Shares duly executed in blank by the Chargor in substantially the form set out in Schedule 1 (Instrument of

Transfer);

- (2) undated sold note in respect of the Initial Shares duly executed in blank by the Chargor in substantially the form set out in Schedule 2 (Bought and Sold Notes);
- (3) undated letters of resignation of the director(s) of the Chargor and the Shareholder resigning from his/their offices as director(s) of the Chargor and the Shareholder respectively in substantially the form set out in Schedule 3 (Form of Letter of Resignation);
- (4) undated written resolutions of the director(s) of the Chargor and the Shareholder approving the resignation of director(s) respectively as referred to in sub-paragraph (3) above and the appointment of such director(s) of the Chargor and the Shareholder as nominated by the Lender respectively in substantially the form set out in Schedule 4 (Form of Written Resolutions); and
- (5) a letter of authorisation executed by the persons signing the aforesaid documents in substantially the form set out in Schedule 5 (Form of Letter of Authorisation).

2.3 This Charge shall extend to and include all dividends and all shares (and the dividends in respect thereof), rights, monies or other property accruing or offered at any time by way of redemption, substitution, bonus, preference, option or otherwise to or in respect of any of the Initial Shares and/or the Additional Shares and all allotments, accretions, offers, rights, benefits and advantages whatsoever at any time accruing, made, offered or arising in respect of any of the same. The Chargor hereby undertakes that upon receipt of the Additional Shares and any such other shares as aforesaid, it shall forthwith deposit the same with the Lender or its nominee, together with the relevant instruments of transfer and sold note(s), or other applicable instrument of transfer acceptable to the Lender, all duly executed in blank or if required by the Lender, in such form that the Lender may complete the due execution thereof (which completion on behalf of the Chargor, the Chargor hereby expressly authorises and ratifies).

2.4 The Lender may at any time, at the cost of the Chargor, register the Mortgaged Shares in the name of the Lender or its nominee.

3. REPRESENTATIONS AND WARRANTIES

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

- (1) it is the legal and beneficial owner of the Initial Shares and in respect of the other Mortgaged Shares, will upon acquisition thereof by the Chargor, become the legal and beneficial owner thereof, all free and clear of all Encumbrances (other than the Encumbrances created hereunder) and dispositions and has good and marketable title thereto;
- (2) the Mortgaged Shares are validly issued and are fully paid or credited as fully paid;
- (3) the Mortgaged Shares are not liable to any call, assessment or demand of any kind;
- (4) it is a company duly incorporated with limited liability and validly existing in good standing under the laws of the British Virgin Islands;
- (5) it has full power, authority and right to charge the Mortgaged Shares in the manner provided in this Charge free from all Encumbrances;

- (6) all necessary actions and authorisations under its constitutional documents and the laws and regulations governing its organisation and existence for it to enter into this Charge and to perform its obligations hereunder have been taken and obtained;
- (7) the execution, delivery and performance of this Charge by it will not exceed any power granted to it or violate in any respects any provisions of (a) any law or regulation or any order or decree of any governmental agency or court to which it is subject; (b) its constitutional documents or any law or regulation governing its organisation and existence or any law or regulation governing its management and operation; or (c) any mortgage, charge, deed, contract or other undertaking or instrument to which it is a party or which is binding upon it or its assets, and the execution, delivery and performance of this Charge will not result in the creation or imposition of, or any obligation to create or impose, any Encumbrance on any of its assets save and except the Encumbrance created hereunder;
- (8) all governmental or other authorisations, approvals and consents required for or in connection with the execution, validity, enforceability or admissibility in evidence of this Charge have been obtained and all such authorisations, approvals and consents are in full force and effect;
- (9) this Charge constitutes legal, valid and binding obligations of the Chargor and enforceable against in accordance with its terms;
- (10) the Mortgaged Shares are listed on the Stock Exchange;
- (11) no litigation, arbitration or administrative proceeding is currently taking place or pending or threatened against the Chargor or its assets which if adversely determined would have a Material Adverse Effect, in particular, on the ability of the Chargor to perform its obligations under this Charge;
- (12) the facts stated in the Recitals (A) and (B) are true and correct in all respects; and
- (13) it is not registered as a non-Hong Kong company under Part 16 of the Companies Ordinance (Cap.622 of the Laws of Hong Kong) nor has it made any application to be so registered.

3.2 The Chargor further represents and warrants to the Lender that so long as any part of the Outstanding Indebtedness remains outstanding, each of the representations and warranties set out in Clause 3.1 will be true and accurate throughout the continuance of this Charge with reference to the facts and circumstances subsisting from time to time.

4. GENERAL COVENANTS

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

- (1) punctually pay all calls or other payments due in respect of any of the Mortgaged Shares and in case of default, the Lender may (but shall not be obliged to), if it thinks fit, make any such payment on behalf of the Chargor and in which event the Chargor shall reimburse the Lender on demand all sums so paid together with interest thereon at such rate of interest customarily charged by the Lender for overdue sums which is for the time being notified to the Chargor (both before and after judgment) from the date on which payment was made up to the date of full repayment;
- (2) at its own expense, subscribe and pay for all rights, shares, options, warrants or

securities of the Company from time to time offered to the Chargor or the Lender (or its nominee) by virtue of the holding of the Mortgaged Shares;

- (3) pay to the Lender upon demand, all costs and expenses and charges (including legal fees) on a full indemnity basis incurred by the Lender in connection with the perfection or preservation of the security created by this Charge or with the preservation, enforcement, exercise of any right, power or remedy hereunder and to pay interest thereon at such rate of interest as the Lender may in its discretion from time to time charge and have notified to the Chargor (as well after as before judgment) from the date on which such expense or liability was incurred by the Lender to the date of full payment, which until payment shall form part of the Outstanding Indebtedness;
- (4) duly perform, observe and comply with its obligations hereunder in all respects and in accordance with all laws and regulations applicable to the transaction contemplated hereby;
- (5) promptly advise the Lender in writing upon becoming aware of the occurrence of any event, fact or matter which will or is likely to have any Material Adverse Effect;
- (6) obtain and maintain all authorisations, approvals and consents to ensure that this Charge is and will remain in full force and effect and take immediate steps to obtain and thereafter maintain in full force and effect any other authorisations which may become necessary for the purposes stated herein;
- (7) ensure that at all times the claims of the Lender against the Chargor under the Finance Documents will rank first in priority of payment and security against the claims of all its other creditors; and
- (8) promptly notify the Lender of any notice or communication relating to this Charge, which may adversely affect the rights of the Lender under any Finance Documents as and when the Chargor receives the same.

4.2 The Chargor hereby covenants with the Lender to make timely filing and registration of the details of this Charge in order to preserve, perfect and enforce the Security created by this Charge and the priority of the Lender hereunder, including:

- (1) within fourteen (14) Business Days after the date of this Charge, register or assist the British Virgin Islands counsel to the Lender to register the particulars of the Security created pursuant to this Charge against the Chargor at the Registry of Corporate Affairs of the British Virgin Islands ("**Registry**") pursuant to Section 163 of the BVI Business Companies Act 2004 of the British Virgin Islands (as amended) ("**Act**");
- (2) immediately upon receipt and in any event not later than twenty-one (21) Business Days after the date of this Charge, deliver or procure to be delivered to the Lender the certificate of registration of charge issued by the Registry and the filed and stamped copy of the registered particulars of this Charge;
- (3) within fourteen (14) Business Days after the date of this Charge, direct the registered agent of the Chargor to enter particulars of this Charge in the register of charges of the Chargor to be maintained pursuant to Section 162 of the Act and promptly after entry of such particulars has been made, provide the Lender with a certified true copy of the updated register of charges; and
- (4) if at any time after the date of this Charge (despite Clause 3.1(13)), the Chargor

becomes registered as a non-Hong Kong company under Part 16 of the Companies Ordinance (Cap.622 of the Laws of Hong Kong), the Chargor shall:

- (a) promptly (in any case within one (1) month after the date of such registration as a non-Hong Kong company) register the particulars of the Security created pursuant to this Charge against the Chargor at the Hong Kong Companies Registry pursuant to the requirements under Section 340 of the Companies Ordinance; and
- (b) promptly deliver or procure to be delivered to the Lender the certificate of registration of charge issued by the Registrar of Companies in Hong Kong and the filed and stamped copy of the registered particulars of this Charge.

4.3 The Chargor hereby further covenants with the Lender that so long as any part of the Outstanding Indebtedness remains outstanding, it will procure that unless with the prior written consent of the Lender (which consent the Lender may withhold or refuse at its sole and absolute discretion without giving any reason), each of the Company and its subsidiaries (if any) shall:

- (1) not propose or implement any financial and/or corporate restructuring, reorganization, amalgamation, consolidation or merger;
- (2) not create or permit to subsist any Encumbrance over all or any of its assets;
- (3) maintain in full force and effect all such approvals, licences, permits and authorizations as are necessary for it to own its assets and/or to carry on its business as it is now being conducted, and take immediate steps to obtain and thereafter maintain in full force and effect any other approvals, licences, permits and authorizations which may become necessary or advisable for such purposes and comply with all conditions attached to all approvals, licences, permits and authorizations obtained;
- (4) at all times comply with applicable laws in the conduct of its businesses; and
- (5) continue to carry on its business in the usual and ordinary course as it is now being carried on and the Chargor shall procure that no substantial change is made to the general nature of the business of the Company or its subsidiaries from that carried on at the date of this Charge.

4.4 The Chargor hereby further covenants with the Lender that so long as any part of the Outstanding Indebtedness remains outstanding, it will exercise its voting power to vote against the following matters:

- (1) the Company declaring or paying any dividend on any securities other than the Shares;
- (2) the Company authorising or effecting a voluntary liquidation, recapitalisation or reorganisation of itself;
- (3) the Company in any way modifying the rights attached to the Shares as a class or attaching any special restrictions thereto;
- (4) the Company issuing or paying up any securities by way of capitalisation of profits or reserves other than by the issue of fully paid Shares to holders of its Shares;
- (5) the Company allotting or issuing or granting or entering into agreement for allotment

or issue or grant of any new Shares, or warrants or debentures or bonds or option or other securities convertible or exchangeable into Shares without the prior written consent from the Lender;

- (6) the Company transferring or disposing its assets substantially as an entirety to any person; and
- (7) the Company entering into any deed, agreement, assignment, instrument or documents whatsoever binding on it which may result in any breach of any of the provisions in this Clause 4.4;
- (8) there be in issue Shares of different nominal values other than arising from any consolidation or sub-division of the Shares; and
- (9) subject to Clause 4.4(5), (i) securities issued by the Company be converted into Shares or exchanged for Shares except in accordance with the terms of issue thereof, and (ii) securities issued by the Company without rights to convert into Shares or to be exchanged for Shares subsequently be granted such rights.

4.5 The Chargor further covenants with the Lender that so long as any part of the Outstanding Indebtedness remains outstanding, without the prior written consent of the Lender (which consent the Lender may withhold or refuse at its sole and absolute discretion without giving any reason), it will not:

- (1) dispose of, create or permit to arise or subsist any Encumbrance (other than the Encumbrance created hereunder) over the Mortgaged Shares or any part thereof or the equity of redemption thereof under this Charge; nor
- (2) permit or agree to any variation of the rights attaching to any of the Mortgaged Shares; nor
- (3) exercise (or direct the exercise of) the voting and other rights attached to the Mortgaged Shares in any manner which would prejudice the validity or enforceability of the security created herein, the value of the Mortgaged Shares or the Lender's rights and remedies under any Finance Documents, or result in a breach of any of the Chargor's obligations and undertakings in this Charge; nor
- (4) dispose of or transfer any rights in the Mortgaged Shares.

4.6 If the Chargor defaults in performing its obligations under Clause 4.1(2), without prejudice to any rights of the Lender, the Lender may effect any such payment as may be required to be made by the Chargor or, as the case may be, subscribe to and pay for the rights or other issues and any money so paid by the Lender shall be repaid on demand together with interest thereon at such rate of interest customarily charged by the Lender for overdue sums which is for the time being notified to the Chargor (as well after as before judgment) from the date on which payment is made to the date of full repayment, which shall until payment form part of the Outstanding Indebtedness.

5. DIVIDENDS AND INTEREST

5.1 Unless and until the security hereby constituted has become enforceable, any dividends, payments, interest or other amounts on or with respect to the Mortgaged Shares are subject to the restrictions under the Finance Documents but may, at the discretion of the Lender, be paid directly to the Chargor and, subject to Clause 4, the Chargor shall continue to be entitled to exercise all voting rights and other rights attached to the Mortgaged Shares.

- 5.2 Any dividends, payments, interest or other amounts on or with respect to the Mortgaged Shares shall, upon the security hereby constituted having become enforceable, be paid to the Lender and, shall be applied by the Lender in discharge of the Outstanding Indebtedness in accordance with Clause 16.2 of the Loan Agreement and if received by the Chargor shall be paid over to the Lender forthwith upon receipt and until such payment shall be held by the Chargor in trust for the Lender.

6. ENFORCEMENT OF SECURITY

- 6.1 The Lender shall be entitled to declare all or any part of the security hereby created immediately enforceable on or at any time or times after a declaration is made by the Lender pursuant to Clause 13.2 of the Loan Agreement.
- 6.2 Upon the security hereby constituted having become enforceable and at any time thereafter, the Lender may without prejudice to any of its rights under this Charge without any consent or concurrence by the Chargor exercise all rights including (i) procure the registration (if not previously registered) of all or any of the Mortgaged Shares in the name of the Lender or its nominee and the Lender or its nominee shall enjoy all benefits attaching to the Mortgaged Shares as if it was a sole beneficial owner thereof including without limitation the right to vote and to receive dividends, and/or (ii) sell or dispose of all or any part of the Mortgaged Shares in such manner and for such consideration as the Lender may, in its absolute discretion, think fit, and/or (iii) complete, date and put into effect the documents executed in escrow given pursuant to this Charge.
- 6.3 Upon the security hereby constituted having become enforceable, the Lender shall be entitled to dispose of or appropriate to its own use and benefit (the last mentioned being treated as a sale at market value less costs incurred in such sale) the Mortgaged Shares or any part thereof (provided that if it is by way of a judicial sale, the Lender or its nominee may obtain leave to bid) by such method, upon such terms and for such consideration (whether payable or deliverable immediately or by installments) as the Lender may in its discretion determine with power to postpone any such disposition and in any such case the Lender may exercise any and all rights attaching to the Mortgaged Shares as it in its discretion may determine and without being answerable for any loss occasioned by such disposition or resulting from postponement thereof or the exercise of such rights. The Chargor shall not have any claim against the Lender or its nominee in respect of any loss arising out of any such sale or any postponement thereof howsoever caused and whether or not a better price could or might have been obtained upon the sale of the Mortgaged Shares or any of them by deferring or advancing the date of such sale.
- 6.4 All monies received by the Lender in respect of the disposition by it of the Mortgaged Shares or any part thereof or otherwise howsoever arising out of the exercise by the Lender of its power hereunder shall be applied in or towards payment of the Outstanding Indebtedness in such order as specified under Clause 16.2 of the Loan Agreement. If such proceeds are insufficient to discharge the Outstanding Indebtedness in full, then nothing contained in this Charge shall prejudice the rights of the Lender under this Charge against the Chargor or any other person in respect of such deficiency.
- 6.5 For the purpose of assisting the Lender in the exercise of any rights conferred by this Clause 6, the Chargor hereby covenants that it will promptly execute such sold notes, instruments of transfer, proxies and other documents as the Lender may require and will procure the registration of transfers of the Mortgaged Shares and the entry of the Lender or such persons it may appoint in the register of members as the holder of the Mortgaged Shares and give all necessary assistance to the Lender in arranging the registration of the transfer of the Mortgaged Shares to the Lender or such persons it may appoint in the books of the Company and the entry of the Lender or such persons it may appoint in the register of members of the

Company as the holder of the Mortgaged Shares.

7. THIRD PARTIES DEALING WITH THE LENDER

- 7.1 The Chargor agrees that, upon any sale, disposal or realisation of the whole or any part of the Mortgaged Shares or rights which the Lender shall make or purport to make under this Charge, a statement in writing signed by any director, officer or manager for the time being of the Lender that the security constituted hereby is enforceable and that the power of sale has become exercisable shall be conclusive evidence of the fact in favour of any purchaser or other persons to whom any of the Mortgaged Shares or rights may be transferred. The purchaser or other person will take the Mortgaged Shares or rights free of any right of the Chargor or any person claiming under them and the Chargor hereby undertakes to indemnify the Lender and keep the Lender indemnified against any claim which may be made against the Lender by such purchaser or such other person by reason of any defect in its title to the Mortgaged Shares or other rights.
- 7.2 Upon any sale, disposal or realisation of the Mortgaged Shares or any part thereof under Clause 6.3, the purchaser shall not be bound to see or enquire whether the power of disposition of the Lender has arisen in the manner herein provided and the sale, disposal or realisation shall be deemed to be within the power of the Lender and the receipt of the Lender for the purchase money shall effectively discharge the purchaser who shall not be concerned or be in any way answerable therefor.

8. FURTHER ASSURANCE

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

9. POWER OF ATTORNEY

- 9.1 As continuing security for the discharge of the Outstanding Indebtedness and the performance of its obligations hereunder, the Chargor hereby irrevocably appoints the Lender and any officer from time to time nominated by the Lender, each with full power of substitution and each with full power to act alone, to be its attorney and in its name and on its behalf to sign, seal and deliver or otherwise execute and do all such assurances, deeds, acts, documents and things (whether as its own act or deed or otherwise) which, in the opinion of the Lender, it should execute or do pursuant to any of the terms of this Charge or for the purpose of giving the Lender the full benefit of this Charge and the security hereby created and generally to use its name in the exercise of all or any of the powers conferred on the Lender hereunder.
- 9.2 The Chargor hereby covenants to ratify and confirm whatever such attorneys shall lawfully do or cause to be done by virtue of Clause 9.1.

10. RELEASE

- 10.1 Upon the discharge of all the Outstanding Indebtedness (including provision for contingent liabilities in such manner and of such amount as may be determined by the Lender in its discretion), the Lender shall release and discharge the Mortgaged Shares from the security hereby created and where applicable, transfer the Mortgaged Shares to the Chargor or as the

Chargor may direct and release the Chargor from the terms of this Charge.

10.2 The Chargor shall be entitled to sell or dispose of any Additional Shares at any time on arm's length terms and at no less than the offer price of the Share Offer if:-

- (1) such sale or disposal is required to meet the minimum public float requirement in order to maintain the listing status of the Company on the Stock Exchange in accordance with the Listing Rules; and
- (2) the net proceeds of such sale or disposal are applied in prepayment of the Loan,

and the Lender shall procure release of those Additional Shares which are sold or disposed of in accordance with this Clause from this Charge provided that the Lender is satisfied (at its sole discretion) that it will be able to receive such net proceeds.

10.3 Any release, discharge or transfer as mentioned in Clauses 10.1 and 10.2 shall be in such form as the Lender shall approve and shall be made at the cost and expense of the Chargor.

10.4 Any release, discharge or settlement between the Chargor and the Lender shall be conditional upon no security, disposition or payment to the Lender by the Chargor or any other persons being avoided or reduced pursuant to any reason or ground whatsoever including without limitation any provisions or enactments relating to bankruptcy, liquidation or insolvency and in the event of any such avoidance or reduction, the Lender shall be entitled to enforce the provisions of this Charge against the Chargor subsequently as if such release, discharge or settlement had not occurred.

10.5 Clause 10.1 shall apply only in respect of such number of the Mortgaged Shares as remains after the exercise by the Lender of its power of sale in the event of the security conferred by this Charge having become enforceable and shall not in any way restrict or be construed so as to restrict such rights, powers and remedies.

11. NATURE OF SECURITY

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

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

11.3 After the security constituted by this Charge has become enforceable, the Lender may place and keep any monies received by virtue of this Charge (whether before or after the insolvency or liquidation of the Chargor) to the credit of a suspense account for so long as the Lender may think fit in order to preserve the rights of the Lender to sue or prove for the whole amount of its claims against the Chargor or any other person.

11.4 If the Lender receives notice (whether actual or otherwise) of any subsequent charge or other disposition of all or any part of the Mortgaged Shares, the Lender may open a new account for the Chargor in respect of the Outstanding Indebtedness and if the Lender does not so open an account, it shall nevertheless be treated as having done so at the time of receipt of the notice. All subsequent payments by the Chargor or any person in respect of the Outstanding

Indebtedness shall be credited to or be treated as having been credited to the new account and shall not operate to reduce the amount secured by this Charge at the time such charge or other disposition occurred.

12. MISCELLANEOUS

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

- (1) any time or indulgence granted to the Chargor or any other person;
- (2) the taking, variation, compromise, renewal or release of, or refusal or failure to perfect or enforce or realise any rights, remedies or securities against the Chargor or any other person;
- (3) any want of authority by any person purporting to act on behalf of the Chargor or any other person;
- (4) any amendment to, or variation of the terms of this Charge;
- (5) the Chargor or any other person not being or ceasing to be legally liable for discharging any obligation or liability undertaken or purported to be undertaken on their behalf;
- (6) the illegality, invalidity or unenforceability of or any defect in any provision of this Charge;
- (7) the absorption, amalgamation, reconstruction or reorganisation or other change in the constitution of the Company or the Chargor;
- (8) the lapse or expiry of applicable limitation period;
- (9) the winding-up, liquidation, dissolution or bankruptcy of the Company, the Lender, the Chargor or the Guarantor; and
- (10) any other act, omission, event or thing whatsoever which but for this provision would or might afford an equitable defence to a surety or otherwise operate to discharge, impair or affect the obligations or liabilities of the Chargor hereunder.

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

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

12.4 Save as may be expressly provided herein to the contrary, time is of the essence of this Charge. No failure or delay on the part of the Lender to exercise any power, right or remedy

under this Charge shall operate as a waiver thereof nor shall a waiver by the Lender of any particular default by the Chargor affect or prejudice the power, right or remedy of the Lender in respect of any other default or any subsequent default of the same or a different kind nor shall any single or partial exercise by the Lender of any power, right or remedy hereunder preclude any other or further exercise thereof or the exercise of any other power, right or remedy. The powers, right and remedies provided in this Charge are not exclusive of any power, right and remedies but are cumulative and in addition to every other power, right and remedy now or hereafter existing at law, in equity, by statute or contract or otherwise.

- 12.5 If at any time any provision of this Charge is or becomes illegal, invalid or unenforceable in any respect, the legality, validity or enforceability of the remaining provisions of this Charge shall remain in full force and effect.
- 12.6 A certificate of the Lender of the amount of the Outstanding Indebtedness outstanding and due at any time hereunder shall, in the absence of manifest error, be binding and conclusive on the Chargor.
- 12.7 The Chargor acknowledges that Vincent T. K. Cheung, Yap & Co. acts for the Lender only. The Chargor has been invited to seek independent legal advice on this Charge as well as the transactions contemplated hereunder.

13. ASSIGNMENT

- 13.1 This Charge shall be binding on and shall enure to the benefit of the parties and their respective executors, administrators, successors and permitted assigns.
- 13.2 The Chargor may not dispose of its rights or obligations hereunder.
- 13.3 The Lender may at any time without the consent of or notice to the Chargor assign its rights and benefits hereunder or any part thereof to anyone. Such assignee shall have the same rights and benefits and/or obligations against the Chargor under this Charge as if it was an original party thereto in respect of its rights and benefits and/or obligations assigned to it. The Lender may disclose to a potential assignee or any other person proposing to enter into contractual arrangements with it in relation to this Charge such information about the Chargor as it may think fit.

14. INDEMNITY

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

15. NOTICES

- 15.1 Save as otherwise provided herein, all notices or other communications required or permitted hereunder:
 - (1) shall be in writing and may be sent by postage prepaid mail (by courier if to another jurisdiction) or facsimile (but, if by facsimile from the Chargor, shall promptly be confirmed by mail or personal delivery) or personal delivery;

- (2) shall be sent to the relevant party at the facsimile number or address from time to time designated by that party to the other party (which must be in Hong Kong), the initial facsimile number and address so designated by each party is set out in the Schedule 6;
- (3) if sent by the Chargor shall be irrevocable but shall not be effective until actually received by the Lender;
- (4) if sent to the Chargor shall be deemed to have been given or made to and received by the Chargor (a) within two (2) days after the date of posting, if sent by mail; (b) when delivered, if delivered by hand or by courier; and (c) on despatch, if sent by facsimile; and
- (5) shall be in the English language.

16. LAW AND JURISDICTION

- 16.1 This Charge shall be governed by and construed in accordance with the laws of Hong Kong.
- 16.2 The Chargor hereby irrevocably submits to the jurisdiction of the courts of Hong Kong and of any country in which it has assets and hereby irrevocably waives any objection to any proceedings in any such courts on the basis of forum non-conveniens. The Chargor agrees that a judgment in any proceedings brought in any such courts may be enforced in any other jurisdiction by suit on the judgment or in any other manner permitted by law.
- 16.3 The submission in Clause 16.2 is non-exclusive and the Lender reserves the right to proceed in any other jurisdiction having or claiming or accepting jurisdiction in respect thereto.
- 16.4 The Chargor agrees that in any legal action or proceedings against it or its assets in connection with this Charge, no immunity from such legal action or proceedings shall be claimed by, or on behalf of, the Chargor, or with respect to its assets, and the Chargor hereby irrevocably waives any such right of immunity which it or its assets now has/have, or may hereafter acquire, or which may be attributed to it or its assets, and consents generally, in respect of any such legal action or proceedings, to the giving of any relief, or the issue of any process in connection with such action or proceedings including, without limitation, the making, enforcement or execution against any property whatsoever, of any order or judgment which may be made or given in such action or proceedings.
- 16.5 The Chargor irrevocably appoints the Guarantor currently of Suite 1501, 15th Floor, Great Eagle Centre, 23 Harbour Road, Wanchai, Hong Kong, to receive, for it and on its behalf, service of process in any question, dispute, suit, action or proceedings arising out of or in connection with this Charge. The Chargor agrees that any such legal process shall be sufficiently served on it if delivered to its process agent at its address specified in this Clause 16.5 or at the process agent's last known address in Hong Kong. If for any reason the Chargor's process agent is unable to act as such, the Chargor shall promptly notify the Lender and forthwith appoint a substitute process agent acceptable to the Lender. Without affecting the right of the Lender to serve process in any other way permitted by law, the Chargor irrevocably consents to service of process given in the manner provided for notices in this Clause 16.5.

SCHEDULE 1
Form of Instrument of Transfer

INSTRUMENT OF TRANSFER

EPI (Holdings) Limited
長盈集團(控股)有限公司

We, BILLION EXPO INTERNATIONAL LIMITED
of _____
in consideration of the sum of _____
paid to us by (name) _____
(occupation) _____
of (address) _____
(hereinafter "the said Transferee")
do hereby transfer to the said Transferee the _____ shares
numbered _____
standing in our name in the register of: -

EPI (Holdings) Limited
長盈集團(控股)有限公司

to hold unto the said Transferee, its Executors, Administrators or Assigns, subject to the several conditions upon which we hold the same at the time of execution hereof. And I/we, the said Transferee do hereby agree to take the said shares subject to the same conditions.

Witness our hands the

Witness to the signature(s) of the Transferor: -

Witness's name and address:

For and on behalf of
Billion Expo International Limited
(Transferor)

Witness to the signature(s) of the Transferee :-

Witness's name and address:

(Transferee)

SCHEDULE 2
Form of Bought and Sold Notes

SOLD NOTE

Transferee _____
Address _____
Occupation _____

Name of company in which the share(s) to be transferred -

EPI (Holdings) Limited
長盈集團(控股)有限公司

Number of share(s) _____
Consideration received _____

For and on behalf of
Billion Expo International Limited
(Transferor)

Hong Kong, Dated _____ day of _____

BOUGHT NOTE

Transferor **BILLION EXPO INTERNATIONAL LIMITED** _____
Address _____
Occupation _____

Name of company in which the share(s) to be transferred -

EPI (Holdings) Limited
長盈集團(控股)有限公司

Number of share(s) _____
Consideration paid _____

(Transferee)

Hong Kong, Dated _____ day of _____

SCHEDULE 3

Dated: *[to be left blank]*

The Board of Directors
Billion Expo International Limited (the “**Company**”)
[]
British Virgin Islands

Dear Sirs,

Resignation

[I/We] hereby tender [my/our] unconditional and irrevocable resignation as [director] of the Company with effect from the date of this letter. [I/We] confirm that:

1. [I/we] have no claims whatsoever against the Company or any of its subsidiaries or associated companies (if any) on any account (whether for compensation, for loss of office, for accrued remuneration or for fees or otherwise howsoever); and
2. there is no outstanding agreement or arrangement with the Company or any of its subsidiaries or associated companies (if any) under which the Company or any of such subsidiaries or associated companies has or would have any obligation to [me/us] whether now or in the future or under which [I/we] would derive any benefit.

[This letter has been executed and delivered as a deed on the date stated at the beginning of this letter.]

[SIGNED, SEALED and DELIVERED)
as a DEED by)
[name of relevant director])
in the presence of)

L.S

Witness:]

[or]

[SEALED with the COMMON SEAL of _____)
[] _____)
and SIGNED by _____)
_____)
in the presence of _____)

Witness:]

SCHEDULE 4
Form of Written Resolutions

Billion Expo International Limited (the “Company”)

WRITTEN RESOLUTION OF [ALL THE DIRECTORS] made pursuant to the Articles of Association of the Company

CHANGES IN DIRECTORS

IT IS RESOLVED that the following persons be appointed additional directors of the Company with immediate effect:

[to be left blank]

IT IS RESOLVED that the resignation of the following persons as directors of the Company be accepted with immediate effect:

[to be left blank]

COMPANIES REGISTRY

IT IS RESOLVED that the above changes in directors of the Company be reported to the Registrar of Corporate Affairs on the forms specified by the Registrar of Corporate Affairs as soon as possible and for this purpose, any one director of the Company be authorised to sign such forms.

[all the directors of the Company to state their names and sign]

Date: *[to be left blank]*

SCHEDULE 5
Form of Letter of Authorisation

To: GET NICE SECURITIES LIMITED (the “Lender”)

Dear Sirs,

Share Charge dated [*] 2016 between Billion Expo International Limited (the “Chargor”) and the Lender (as amended from time to time, the “Share Charge”) in respect of, among other things, the shares in EPI (Holdings) Limited (the “Company”)

We hereby unconditionally and irrevocably authorise the Lender severally to complete, date and put into effect:

- (a) the attached letter[s] of resignation signed by [me/us];
- (b) the attached written resolutions of the director[s] of the Company signed by [me/us]; and
- (c) any other documents signed by [me/us] and delivered pursuant to Clause 2.2 of the Share Charge,

at any time after the security constituted by the Share Charge shall have become enforceable in accordance with its terms.

Dated:

[SIGNED, SEALED and DELIVERED)
as a **DEED** by)
[*name of relevant director*])
in the presence of)

L.S

Witness:]

SEALED with the **COMMON SEAL** of)
Billion Expo International Limited)
and **SIGNED** by)
[*name of director*])
in the presence of :)

Witness:]

SCHEDULE 6

Address and Facsimile Number for Notification

<u>Party</u>	<u>Address</u>	<u>Facsimile number</u>
The Lender	10/F., Cosco Tower, Grand Millennium Plaza, 183 Queen's Road Central, Hong Kong	2537 2987
The Chargor	Suite 1501, 15 th Floor, Great Eagle Centre, 23 Harbour Road, Wanchai, Hong Kong	3162 6669

IN WITNESS whereof the parties hereof executed this Charge the day and year first above written

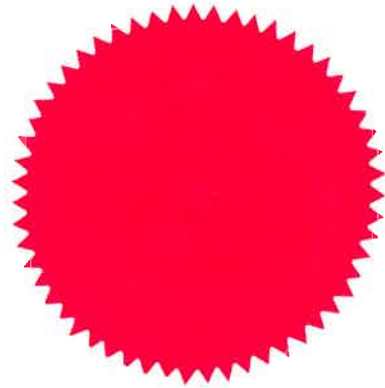
THE CHARGOR

SEALED with the COMMON SEAL of)
BILLION EXPO INTERNATIONAL LIMITED)
and SIGNED by *Suen Cho Tung, Paul*)
in the presence of:)

Nda
han

CHOW YUK YU

[Signature]



THE LENDER

SIGNED by)
for and on behalf of)
GET NICE SECURITIES LIMITED)
in the presence of:)

IN WITNESS whereof the parties hereof executed this Charge the day and year first above written

THE CHARGOR

SEALED with the COMMON SEAL of)
BILLION EXPO INTERNATIONAL LIMITED)
and SIGNED by)
)
in the presence of:)

THE LENDER

SIGNED by NG Hon San Larry)
)
for and on behalf of)
GET NICE SECURITIES LIMITED)
in the presence of:)
Sy Ching man

For and on behalf of
結好證券有限公司
GET NICE SECURITIES LIMITED
.....
Authorized Signature(s)