

Execution version

Dated 31 August 2016

SUEN CHO HUNG, PAUL
(as Guarantor)

in favour of

GET NICE SECURITIES LIMITED
(as Lender)

GUARANTEE

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

TABLE OF CONTENTS

Clause	Page
1. Interpretation.....	1
2. Guarantee and Indemnity.....	2
3. Representations and warranties.....	4
4. Undertakings.....	6
5. Payment Mechanics	6
6. Set-off	7
7. Notice.....	7
8. Evidence and Calculations.....	8
9. Miscellaneous	8
10. Governing law.....	9

THIS GUARANTEE is made 31 August 2016

BY:

SUEN CHO HUNG, PAUL (孫粗洪), holder of Hong Kong identity card no. P549018(2), of Suite 1501, 15th Floor, Great Eagle Centre, 23 Harbour Road, Wanchai, Hong Kong (the **"Guarantor"**)

IN FAVOUR OF:

GET NICE SECURITIES LIMITED, a company incorporated in Hong Kong whose registered office is at 10/F., Cosco Tower, Grand Millennium Plaza, 183 Queen's Road Central, Hong Kong (the **"Lender"**).

WHEREAS:

- (A) By a loan agreement (the **"Agreement"**, which expression includes such loan agreement as may from time to time be supplemented or amended) dated 31 August 2016, and made between Billion Expo International Limited, as borrower, and the Lender, as lender, the Lender has agreed, upon and subject to the terms and conditions of the Agreement, to make available to the Borrower the loan facilities of up to the aggregate principal amount of HK\$682,000,000.
- (B) The execution and delivery of this guarantee (the **"Guarantee"**) is one of the conditions to the Lender making the Facilities available under the Agreement.

NOW THIS GUARANTEE WITNESSETH AND IT IS HEREBY AGREED AND DECLARED as follows:

1. Interpretation

1.1 Definitions

In this Agreement, **"Guaranteed Liabilities"** means all present and future obligations and liabilities (whether actual or contingent and whether owed on a joint and several basis, or in any capacity whatsoever) of the Borrower to the Lender under the Agreement and the other Finance Documents.

1.2 Construction

- (a) All words and expressions defined in the Agreement shall, unless specifically defined or redefined herein or the context otherwise requires, have the same meaning when used in this Guarantee.
- (b) The provisions of clauses 1.2, 1.3 and 1.5 of the Agreement apply to this Guarantee as though they were set out in full in this Guarantee (mutatis mutandis) except that references to "this Agreement" are to be construed as references to this Guarantee.
- (c) Unless otherwise stated, references to Clauses shall be construed as references to clauses of this Guarantee. Clause headings are inserted for convenience of reference only and shall be ignored in the interpretation of this Guarantee.

2. Guarantee and Indemnity

2.1 Guarantee and indemnity

The Guarantor irrevocably and unconditionally:-

- (a) guarantees to the Lender punctual payment by the Borrower of all Guaranteed Liabilities under or in connection with the Agreement and the other Finance Documents;
- (b) undertakes with the Lender that whenever the Borrower does not pay any Guaranteed Liabilities when due under or in connection with the Agreement or any other Finance Document, the Guarantor must immediately on demand pay that amount as if he were the principal obligor in respect of that amount; and
- (c) agrees with the Lender that if any Guaranteed Liability is or becomes unenforceable, invalid or illegal, he will, as an independent and primary obligation indemnify the Lender immediately on demand against any cost, loss or liability it incurs as a result of the Borrower not paying any amount which would, but for such unenforceability, invalidity or illegality, have been payable by it under the Agreement and any other Finance Document on the date when it would have been due. The amount payable by the Guarantor under this indemnity will not exceed the amount he would have had to pay under this Clause if the amount claimed had been recoverable on the basis of a guarantee.

2.2 Continuing guarantee

This Guarantee is a continuing guarantee and will extend to the ultimate balance of sums payable by the Borrower under the Finance Documents, regardless of any intermediate payment or discharge in whole or in part.

2.3 Reinstatement

If for any reason (including as a result of insolvency, breach of fiduciary or statutory duties or any similar event):-

- (a) any payment to the Lender (whether in respect of the obligations of the Borrower or the Guarantor or any Security for those obligations or otherwise) is avoided, reduced or required to be restored; or
- (b) any discharge, compromise or arrangement (whether in respect of the obligations of the Borrower or the Guarantor or any Security for those obligations or otherwise) given or made wholly or partly on the basis of any payment, Security or other matter is avoided, reduced or required to be restored,

then:-

- (i) the liability of the Borrower and the Guarantor shall continue (or be deemed to continue) as if the payment, discharge, compromise, avoidance, arrangement or reduction had not occurred; and

- (ii) the Lender shall be entitled to recover the value or amount of that Security or payment from the Borrower and/or the Guarantor, as if the payment, discharge, compromise, avoidance, arrangement or reduction had not occurred.

2.4 Waiver of defences

The obligations of the Guarantor under this Guarantee will not be affected by an act, omission, matter or thing which, but for this Clause 2.4, would reduce, release or prejudice any of his obligations under this Clause 2.4 (whether or not known to him or the Lender) including:-

- (a) any time, waiver or consent granted to, or composition with, the Borrower, the Guarantor or other person;
- (b) the release of the Borrower or any other person under the terms of any composition or arrangement with any creditor of the Borrower or any such other person;
- (c) the taking, variation, compromise, exchange, renewal or release of, or refusal or neglect to perfect, execute, take up or enforce, any rights against, or any security created pursuant to the Security Documents over assets of, the Borrower, the Guarantor or other person or any non-presentation or non-observance of any formality or other requirement in respect of any instrument or any failure to realise the full value of any Security created pursuant to the Security Documents;
- (d) any incapacity or lack of power, authority or legal personality of or dissolution, amalgamation, reorganisation, or change in the members or status of the Borrower, the Guarantor or any other person;
- (e) any amendment (however fundamental) or replacement of a Finance Document or any other document or Security created pursuant to the Security Documents;
- (f) any unenforceability, illegality or invalidity of any obligation of any person under any Finance Document or any other document or Security created pursuant to the Security Documents; or
- (g) any insolvency, bankruptcy or similar proceedings.

2.5 Immediate Recourse

The Guarantor waives any right he may have of first requiring the Lender (or any trustee or agent on its behalf) to proceed against or enforce any other rights or Security created pursuant to the Security Documents or claim payment from any person before claiming from the Guarantor under this Guarantee. This waiver applies irrespective of any law or any provision of a Finance Document to the contrary.

2.6 Appropriations

Until all amounts which may be or become payable by the Borrower under or in connection with the Finance Documents have been irrevocably paid in full, the Lender (or any trustee or agent on its behalf) may:-

- (a) refrain from applying or enforcing any other moneys, Security or rights held by the Lender (or any trustee or agent on its behalf) in respect of those amounts, or apply and enforce the same in such manner and order as it sees fit (whether against those amounts or otherwise) and the Guarantor shall not be entitled to the benefit of such moneys, Security or rights; and
- (b) hold in a suspense account any moneys received from the Guarantor or on account of the Guarantor's liability under this Guarantee.

2.7 Deferrals of Guarantor's rights

Until all amounts which may be or become payable by the Borrower under or in connection with the Finance Documents have been irrevocably paid in full and unless the Lender otherwise directs, the Guarantor will not exercise or otherwise enjoy the benefit of any rights which he may have by reason of performance by him of his obligations under the Finance Documents:-

- (a) to be indemnified by the Borrower;
- (b) to claim any contribution from any other guarantor of or provider of Security for the Borrower's obligations under the Finance Documents;
- (c) to take the benefit (in whole or in part and whether by way of subrogation or otherwise) of any rights of the Lender under the Finance Documents or of any other guarantee or Security taken pursuant to, or in connection with, the Finance Documents by the Lender;
- (d) to bring legal or other proceedings for an order requiring the Borrower to make any payment, or perform any obligation, in respect of which the Guarantor has given a guarantee, undertaking or indemnity under this Guarantee;
- (e) to exercise any right of set-off against the Borrower; and/or
- (f) to claim or prove as a creditor of the Borrower in competition with the Lender (unless in accordance with the provisions of the Finance Documents).

If the Guarantor shall receive any benefit, payment or distribution in relation to any such right he shall hold that benefit, payment or distribution (or so much of it as may be necessary to enable all amounts which may be or become payable to the Lender by the Borrower under or in connection with the Finance Documents to be paid in full) on trust for the Lender, and shall promptly pay or transfer the same to the Lender or as the Lender may direct for repayment of the Outstanding Indebtedness.

2.8 Additional Security

This Guarantee is in addition to and is not in any way prejudiced by any other guarantee or Security created pursuant to any Security Documents now or subsequently held by the Lender.

3. **Representations and warranties**

3.1 The Guarantor hereby represents and warrants that:-

- (a) he is a permanent resident in Hong Kong;

- (b) he has full power and legal capacity to enter into, execute and deliver this Guarantee and to perform, observe and comply with all his obligations and liabilities hereunder and the transactions contemplated hereby;
- (c) he is of full age and sound mind, fully understands the contents of this Guarantee and has obtained independent legal advice with respect to this Guarantee and the transactions contemplated hereby prior to his execution and delivery of this Guarantee and has acted independently and free from any undue influence by any person;
- (d) he has not taken any action nor have any steps been taken or legal proceedings been started or (to the best of his knowledge and belief) threatened against him or for his bankruptcy (including, without limitation, by way of voluntary arrangement or scheme of arrangement) or for the appointment of a guardian, trustee, nominee or similar officer of him or of any or all of his assets or revenues;
- (e) this Guarantee constitutes legal and valid obligations which are binding on the Guarantor and is enforceable in accordance with the terms herein;
- (f) neither the execution of this Guarantee by him nor the performance of the terms by him and his obligations hereunder will contravene any provision of any existing law or regulation, or any obligation which is binding on the Guarantor or any of his assets;
- (g) all necessary authorisations, consent, licence and approval required or desirable from any governmental or other authority:
 - (i) to enable him lawfully to enter into, exercise his rights and comply with his obligations in this Guarantee; and
 - (ii) to make this Guarantee admissible in evidence in Hong Kong,

have been obtained or effected and are in full force and effect.
- (h) the choice of the laws of Hong Kong as the governing law of this Guarantee will be recognised and enforced in Hong Kong;
- (i) any judgment obtained in the courts of Hong Kong in relation to this Guarantee will be recognised and enforced in Hong Kong;
- (j) it is not necessary that this Guarantee be filed, recorded or enrolled with any court or other authority in that jurisdiction or that any stamp, registration or similar tax be paid on or in relation to this Guarantee or the transactions contemplated by this Guarantee;
- (k) all factual information supplied by or on behalf of him to the Lender (or any advisor or representative of the Lender) is true, complete and accurate in all respects as at the date it was given and is not misleading in any respect;
- (l) his payment obligations under this Guarantee rank at least pari passu with the claims of all of his other present and future unsecured and unsubordinated

creditors, except for obligations mandatorily preferred by law applying to individuals generally;

- (m) no litigation, arbitration, investigation or administrative proceedings of or before any court, arbitral body or agency has been started or threatened, or is pending, against him or his assets;
- (n) he (i) legally and beneficially owns the entire equity interest of the Shareholder free from any Encumbrance and (ii) beneficially owns the entire equity interest of the Borrower free from any Encumbrance;
- (o) as at the date hereof and for so long as any amount remains owing under any Finance Documents, he legally and beneficially owns the Initial Shares which represent approximately 27.76% of the entire issued share capital of the Company (subject to such decrease due to the issue of new Shares upon exercise of subscription rights under the Options which have not been cancelled under the Option Offer but not otherwise), free from Encumbrance (except any Security in favour of the Lender); and
- (p) in entering into this Guarantee, he is acting as principal and for his own account and not as agent or trustee or in any other capacity on behalf of any third party.

3.2 The Guarantor hereby further represents, warrants and agrees that each of the representations and warranties contained in Clause 3.1 shall be correct and complied with in all respects for so long as any amount is or may become outstanding from the Borrower under any Finance Document and shall without prejudice to the foregoing be deemed to be repeated on the date on which each Advance is made.

4. Undertakings

4.1 The Guarantor must promptly:

- (a) obtain, maintain and comply with the terms of; and
- (b) upon the Lender's request, supply certified copies to the Lender of,

any authorisation required under any applicable law or regulation necessary for him to perform his obligations under, or for the validity, enforceability and admissibility in evidence of, this Guarantee.

4.2 The Guarantor must ensure that his payment obligations under this Guarantee will at all times constitute his direct, unconditional, unsubordinated and secured obligations and will at all times rank in priority of payment and at least *pari passu* in all other respects with all his other present and future unsecured and unsubordinated payment obligations, except for obligations mandatorily preferred by applicable laws and regulations applying to individuals generally.

5. Payment Mechanics

5.1 Payment to the Lender.

On each date on which the Guarantor is required to make a payment to the Lender under this Guarantee, the Guarantor must make the payment available to the Lender for value on the due date at the time and in such funds specified by the Lender to the

Guarantor concerned as being customary at the time for settlement of transactions in the relevant currency in the place of payment.

5.2 No set-off or counterclaim

All payments to be made by the Guarantor under this Guarantee shall be calculated and be made without (and free and clear of any deduction for) set-off or counterclaim.

5.3 Currency

Hong Kong dollars is the currency of account and payment for any sum due from the Borrower under any Finance Document.

6. Set-off

The Lender may set off any matured obligation due from the Guarantor under this Guarantee (to the extent beneficially owned by the Lender) against any matured obligation owed by the Lender to the Guarantor, regardless of the place of payment, booking branch or currency of either obligation. If the obligations are in different currencies, the Lender may convert either obligation at a market rate of exchange in its usual course of business for the purpose of the set-off.

7. Notice

All notices, requests, certificates, demands or other communications required to be served or given pursuant to this Guarantee:

- (a) shall be in writing and may be sent by prepaid postage mail (by airmail if to another country) or facsimile (but, if by facsimile from the Guarantor, shall promptly be confirmed by mail) or personal delivery;
- (b) shall be sent to the parties at the facsimile number or address from time to time designated in writing by that party to the other; the initial facsimile number and address so designated by each party being set out as follows:

in the case of the Guarantor, that identified with his name below:

Address: Suite 1501, 15th Floor, Great Eagle Centre, 23 Harbour Road,
Wanchai, Hong Kong

Fax number: 3162 6669

in the case of the Lender, the details as set out in clause 18.1 of the Agreement;

- (c) if sent by the Guarantor shall be irrevocable and shall not be effective until actually received by the Lender;
- (d) if sent to the Guarantor shall be deemed to have been given and received by the Guarantor (a) within two (2) days after the date of posting, if sent by mail; (b) when delivered, if delivered by hand; and (c) on despatch, if sent by facsimile; and
- (e) shall be in the English language.

8. Evidence and Calculations

8.1 Accounts

In any litigation or arbitration proceedings arising out of or in connection with a Finance Document, the entries made in the accounts maintained by the Lender are *prima facie* evidence of the matters to which they relate.

8.2 Certificates and determinations

Any certification or determination by the Lender of a rate or amount under the Finance Documents will be, in the absence of manifest error, conclusive and binding evidence of the matters to which it relates.

9. Miscellaneous

9.1 Severability

If at any time any provision hereof is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, neither the legality, validity or enforceability of the remaining provisions hereof nor the legality, validity or enforceability of such provision under the laws of any other jurisdiction shall in any way be affected or impaired thereby.

9.2 No waiver

Save as may be expressly otherwise provided herein, time is of the essence of this Guarantee but no failure or delay on the part of the Lender to exercise any power, right or remedy hereunder shall operate as a waiver thereof nor shall a waiver by the Lender of any particular default by the Guarantor affect or prejudice the right, power 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.

9.3 Remedies

No power, right or remedy conferred under this Guarantee upon the Lender is intended to be exclusive of any other power, right or remedy but shall be cumulative and shall be in addition to every other power and remedy now or hereafter existing at law, in equity, by statute or contract or otherwise.

9.4 Amendments

This Guarantee may not be amended save in writing duly signed by all parties hereto.

9.5 Counterparts

This Guarantee may be executed in any number of counterparts. This has the same effect as if the signatures on the counterparts were on a single copy of this Guarantee.

9.6 Independent legal advice

The Guarantor acknowledges that Vincent T. K. Cheung, Yap & Co. acts for the Lender only. The Guarantor is represented by Messrs. Troutman Sanders.

10. Governing law

- 10.1 This Guarantee shall be governed by and construed in accordance with the laws of Hong Kong.
- 10.2 The Guarantor hereby irrevocably submits to the jurisdiction of the courts of Hong Kong and of any country in which he has assets and hereby irrevocably waives any objection to any proceedings in any such courts on the basis of forum non conveniens. The Guarantor 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.
- 10.3 The submission in Clause 10.2 is non-exclusive and the Lender reserves the right to proceed in any other jurisdiction having or claiming or accepting jurisdiction in respect thereto.
- 10.4 The Guarantor agrees that in any legal action or proceedings against him or his assets in connection with this Guarantee, no immunity from such legal action or proceedings shall be claimed by, or on behalf of, the Guarantor, or with respect to his assets, and the Guarantor hereby irrevocably waives any such right of immunity which he or his assets now has/have, or may hereafter acquire, or which may be attributed to him or his 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 proceeding.

This Guarantee is made and delivered as a deed on the date first written above.

SIGNED SEALED AND DELIVERED
by **SUEN CHO HUNG, PAUL**
(who having been identified by his
Hong Kong Identity Card No. P549018(2))
in the presence of :-

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CHAU YUK YEE