

DEED OF EXCHANGE OF SHARES

This Deed of Exchange of Shares (this "**Deed**") made and entered into this FEB 17 2017 in Makati City, by:

HYUNG RAE DOO, Korean, of legal age, and with office address at 602 FSS Bldg. Scout Tuazon cor. Scout Caster, Quezon City ("HRD");

NAPOLEON M. DELEON, JR., Filipino, of legal age, and with office address at 81 Sampaloc St., Mapayapa Village 1, Quezon City ("NMD");

GARRY LINCOLN C. TABOSO, Filipino, of legal age, and with office address at 719 G. Puyat St., Quiapo, Manila ("GCT");

DANIEL CHUA GO, Filipino, of legal age, and with office address at 402 Renaissance 2000 Meralco Ave. Brgy. Ugong Ortigas, Pasig City ("DCG");

(each of HRD, NMD, GCT and DCG shall be referred to as a "JDVC Transferor" and collectively, as the "JDVC Transferors")

-and-

APOLLO GLOBAL CAPITAL, INC. (FORMERLY YEHEY! CORPORATION) (the "Corporation"), a corporation duly organized and existing under and by virtue of the laws of the Republic of the Philippines, with office address at Unit 1801, East Tower, PSE Centre, Exchange Road, Ortigas Center, Pasig City, Philippines (the "Corporation");

(each of the JDVC Transferors and the Corporation shall be referred to as a "Party" and collectively, as the "Parties")

RECITALS

WHEREAS, each of the JDVC Transferors is the absolute, registered, legal and beneficial owner of certain shares of stock in JDVC Resources Corporation ("JDVC");

WHEREAS, the JDVC Transferors desire to transfer and convey to the Corporation all their rights to, and interest in, the JDVC Shares (as hereinafter defined), in exchange for, and in payment of their subscriptions to, common shares of stock of the Corporation ("APL Shares") and the Corporation is willing to accept the same;

WHEREAS, the Corporation intends to apply with the Securities and Exchange Commission ("SEC") for an increase in its authorized capital stock from One Billion Pesos (Php1,000,000,000.00) divided into One Hundred Billion (100,000,000,000) common shares with par value of One Centavo (Php0.01) per share to Six Billion Pesos (Php6,000,000,000.00) divided into Six Hundred Billion (600,000,000,000) common shares with par value of One Centavo (Php0.01) per share;

NOW THEREFORE for and in consideration of the foregoing premises, the parties agree as follows:

1. For and in consideration of the issuance of APL Shares in their favor in accordance with Clause 2 below, each of the JDVC Transferors hereby assigns, cedes, transfers and conveys unto the Corporation, and the Corporation hereby accepts, all the JDVC Transferors' respective rights, title and interests in and to the common shares of JDVC set forth opposite their names below ("JDVC Shares"), free and clear of all liens, charges,

claims and encumbrances whatsoever, at their transfer value as shown below and as full payment of their subscription to the APL Shares:

Stockholder	Stock Certificate No.	No. of Shares	Book Value per Share as Basis of Transfer Value (Php)	Total Book Value (Php)
Hyung Rae Doo	2017-001	50,000	598.48	29,924,000.00
	2017-002	50,000	598.48	29,924,000.00
	2017-003	50,000	598.48	29,924,000.00
	2017-004	50,000	598.48	29,924,000.00
	2017-005	50,000	598.48	29,924,000.00
	2017-006	50,000	598.48	29,924,000.00
	2017-007	50,000	598.48	29,924,000.00
	2017-008	50,000	598.48	29,924,000.00
	2017-009	50,000	598.48	29,924,000.00
	2017-010	50,000	598.48	29,924,000.00
	2017-011	50,000	598.48	29,924,000.00
	2017-012	50,000	598.48	29,924,000.00
	2017-013	50,000	598.48	29,924,000.00
	2017-014	50,000	598.48	29,924,000.00
	2017-015	50,000	598.48	29,924,000.00
	2017-016	50,000	598.48	29,924,000.00
	2017-017	50,000	598.48	29,924,000.00
	2017-018	50,000	598.48	29,924,000.00
	2017-019	50,000	598.48	29,924,000.00
	2017-020	50,000	598.48	29,924,000.00
	2017-021	50,000	598.48	29,924,000.00
	2017-022	50,000	598.48	29,924,000.00
	2017-023	50,000	598.48	29,924,000.00
	2017-024	50,000	598.48	29,924,000.00
	2017-025	50,000	598.48	29,924,000.00
	2017-026	50,000	598.48	29,924,000.00
	2017-027	50,000	598.48	29,924,000.00
	2017-028	50,000	598.48	29,924,000.00
	2017-029	50,000	598.48	29,924,000.00
	2017-030	50,000	598.48	29,924,000.00
	2017-031	50,000	598.48	29,924,000.00
	2017-032	50,000	598.48	29,924,000.00
	2017-033	50,000	598.48	29,924,000.00
	2017-034	50,000	598.48	29,924,000.00
	2017-035	50,000	598.48	29,924,000.00
	2017-036	50,000	598.48	29,924,000.00
	2017-037	22,368	598.48	13,386,801.64
Sub-total		1,822,368	598.48	1,090,650,800.64
Napoleon M. Deleon, Jr.	2017-038	50,000	598.48	29,924,000.00
	2017-039	50,000	598.48	29,924,000.00
	2017-040	50,000	598.48	29,924,000.00
	2017-041	50,000	598.48	29,924,000.00
	2017-042	50,000	598.48	29,924,000.00
	2017-043	50,000	598.48	29,924,000.00
	2017-044	50,000	598.48	29,924,000.00
	2017-045	50,000	598.48	29,924,000.00

Stockholder	Stock Certificate No.	No. of Shares	Book Value per Share as Basis of Transfer Value (Php)	Total Book Value (Php)
	2017-046	50,000	598.48	29,924,000.00
	2017-047	50,000	598.48	29,924,000.00
	2017-048	50,000	598.48	29,924,000.00
	2017-049	50,000	598.48	29,924,000.00
	2017-050	50,000	598.48	29,924,000.00
	2017-051	50,000	598.48	29,924,000.00
	2017-052	72,373	598.48	43,313,793.04
Sub-total		772,373		462,249,793.04
Garry Lincoln C. Taboso	2017-53	50,000	598.48	29,924,000.00
	2017-54	50,000	598.48	29,924,000.00
	2017-55	50,000	598.48	29,924,000.00
	2017-56	50,000	598.48	29,924,000.00
	2017-57	50,000	598.48	29,924,000.00
	2017-58	50,000	598.48	29,924,000.00
	2017-59	50,000	598.48	29,924,000.00
	2017-60	50,000	598.48	29,924,000.00
	2017-61	50,000	598.48	29,924,000.00
	2017-62	50,000	598.48	29,924,000.00
	2017-63	50,000	598.48	29,924,000.00
	2017-64	50,000	598.48	29,924,000.00
	2017-65	50,000	598.48	29,924,000.00
	2017-66	50,000	598.48	29,924,000.00
	2017-67	76,500	598.48	45,783,720.00
Sub-total		776,500	598.48	464,719,720.00
Daniel Chua Go	2017-68	50,000	598.48	29,924,000.00
	2017-69	50,000	598.48	29,924,000.00
	2017-70	50,000	598.48	29,924,000.00
	2017-71	50,000	598.48	29,924,000.00
	2017-72	50,000	598.48	29,924,000.00
	2017-73	50,000	598.48	29,924,000.00
	2017-74	50,000	598.48	29,924,000.00
	2017-75	50,000	598.48	29,924,000.00
	2017-76	50,000	598.48	29,924,000.00
	2017-77	50,000	598.48	29,924,000.00
	2017-78	50,000	598.48	29,924,000.00
	2017-79	50,000	598.48	29,924,000.00
	2017-80	50,000	598.48	29,924,000.00
	2017-81	50,000	598.48	29,924,000.00
	2017-82	62,499	598.48	37,404,501.52
Sub-total		762,499	598.48	456,340,401.52
TOTAL		4,133,740		2,473,960,715.20

2. For and in consideration of the transfer by the JDVC Transferors of their respective rights, title and interests in and to the JDVC Shares as set forth in Clause 1 above at the aggregate transfer value of Two Billion Four Hundred Seventy Three Million Nine Hundred Sixty Thousand Seven Hundred Fifteen Pesos and Twenty Centavos (Php2,473,960,715.20), the Corporation hereby agrees to issue in favor of the JDVC Transferors, and each of the JDVC Transferors hereby subscribes to, a total of Two Hundred Forty Seven Billion Three Hundred Ninety Six Million Seventy One Thousand

Five Hundred Twenty (247,396,071,520) APL Shares at par value of One Centavo (Php0.01) per share or the aggregate amount of Two Billion Four Hundred Seventy Three Million Nine Hundred Sixty Thousand Seven Hundred Fifteen Pesos and Twenty Centavos (Php2,473,960,715.20), out of the proposed increase in the authorized capital stock of the Corporation, as follows:

JDVC Transferor	Number of APL Shares to be issued	Total Par Value of APL Shares
Hyung Rae Doo	109,065,080,064	1,090,650,800.64
Napoleon M. Deleon Jr.	46,224,979,304	462,249,793.04
Garry Lincoln C. Taboso	46,471,972,000	464,719,720.00
Daniel Chua Go	45,634,040,152	456,340,401.52
TOTAL	247,396,071,520	2,473,960,715.20

3. The Corporation represents to each of the JDVC Transferors that, upon issuance, the APL Shares shall be: (i) duly authorized and validly issued; (ii) fully paid and non-assessable; (iii) rank equally with the issued and outstanding common shares of the Corporation; (iv) free from any security interest, pledge, mortgage, lien, option, charge, adverse claim, encumbrance, right to acquire, assignment by way of security, trust arrangement for the purpose of providing security or any other security interest of any kind, including arrangements, any rights exercisable by third parties (including any restriction on the use, voting, transfer, receipt or income or other exercise of any attributes of ownership) and any agreement to create any of the foregoing.
4. To effect the foregoing exchange, the Corporation shall increase its authorized capital stock to up to Six Billion Pesos (Php6,000,000,000.00). The Corporation agrees to secure all governmental approvals for the increase in its authorized capital stock to accommodate the issuance of shares to each of the JDVC Transferors.
5. If the transfer of the JDVC Shares by each of the JDVC Transferors, respectively, in exchange for the APL Shares is for any reason disapproved by the SEC or any relevant government authority, or if such exchange cannot be effected for any reason whatsoever, then this exchange shall be null and void and shall have no force and effect.
6. The Corporation shall apply for and secure the approval of the listing of the APL Shares with the Philippine Stock Exchange ("PSE") within a reasonable time from the issuance of the APL Shares.
7. All taxes, costs and expenses related to the issuance, listing with the PSE, and conversion into scripless form, if applicable, of the APL Shares shall be for the sole account of the JDVC Transferors.
8. Each of the JDVC Transferors hereby represents and warrants to the Corporation that:
 - (a) The JDVC Shares are free and clear of all Claims, except for the restrictions specified in the stock certificates, in the articles or other constitutive documents of JDVC or as separately qualified by the JDVC Transferors to the Corporation. (As used herein, the term "Claim" shall mean any warrant, interest, lien, encumbrance, pledge, mortgage, assignment by way of security, deposit arrangement, right of retention, preference, proxy, voting trust, fiduciary transfer, option, right of first refusal, restriction on transfer or use, conditional sale, obligation, liability, charge, demand, or other burden or any other title retention, dispute or security arrangement analogous to the foregoing, or any agreement,

instruments or commitments or other rights obligating the transferor to issue, deliver or sell the JDVC Shares or issue securities convertible into or exchangeable for the JDVC Shares).

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- (b) He is the lawful and beneficial owner of, and has good and marketable title to, the JDVC Shares being transferred by him to the Corporation, all of which are fully paid and non-assessable.
- (c) The stock certificates evidencing the said JDVC Shares are genuine, valid and subsisting.
9. Notwithstanding the pendency of registration in JDVC's books of the sale, transfer and conveyance of the JDVC Shares in favor of the Corporation, all economic and voting rights pertaining to the said shares shall absolutely vest with the Corporation on the date hereof, and, to the extent necessary to give effect to the intent of the parties, the JDVC Transferors shall be deemed, as of the date hereof, to have irrevocably constituted the Corporation as its attorney-in-fact, with full power and authority to represent and vote the JDVC Shares at any and all stockholders' meetings of JDVC, or any adjournment thereof, on all matters that may be brought before said meetings, including the election of directors, as fully and to all intents and purposes as such JDVC Transferor might do if present and acting in person.
10. This Agreement shall be governed by and construed in accordance with the laws of the Republic of the Philippines.
11. The Parties agree to use reasonable efforts to resolve any disagreements or disputes concerning the interpretation or implementation of this Agreement through mutual consultation and negotiation.
12. If any provision contained herein is invalid, illegal or unenforceable in any respect under any applicable law or decision, the validity, legality and enforceability of the remaining provisions shall not be affected or impaired in any way. The Parties shall so far as practicable execute such additional documents in order to give effect to any provision hereof which is determined to be invalid, illegal or unenforceable.
13. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same Agreement.
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IN WITNESS WHEREOF, the parties have affixed their signatures at the date and in the place mentioned above.

[Signature page follows.]

DR

DR



HYUNG RAE DOO

APOLLO GLOBAL CAPITAL, INC.

By:



VITTORIO P. LIM
President



NAPOLION M. DELEON, JR.



GARRY LINCOLN C. TABOSO

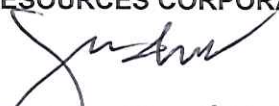


DANIEL CHUA GO

With the conformity of:

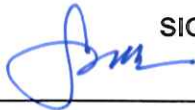
JDVC RESOURCES CORPORATION

By:



NAPOLION M. DE LEON JR.

SIGNED IN THE PRESENCE OF:



ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)

MAKATI CITY)

S.S.

BEFORE ME, a Notary Public for and in Makati City, this FEB 17 2017 personally appeared:

<u>Name</u>	<u>Passport No.</u>	<u>Date/ Place Issued</u>
Hyung Rae Doo	PPNo. TM1001572	17 January 2015 / Korea
Napoleon M. Deleon, Jr.	PPNo. EC5368901	17 September 2015 / DFA NCR East
Garry Lincoln C. Taboso	PPNo. PD318230A	15 September 2016 / DFA Manila
Daniel Chua Go	DLNo. NDS-75-002030	13 April 2015
Apollo Global Capital, Inc. By: Vittorio P. Lim	Passport No. EC8102283	24 June 2016 DFA-NCR East
JDVC Resources Corporation by _____		

known to me to be the same persons who executed the foregoing instrument and they acknowledged to me that the same is their own free and voluntary act and deed as well as of the entities represented by them.

This Deed of Exchange of Shares consists of seven (7) pages including this page wherein the acknowledgment is written, and is duly signed by the parties and their respective witnesses on each and every page of this document.

WITNESS MY HAND AND NOTARIAL SEAL on the date and at the place first above written.

Doc No. 63 ;
Page No. 14 ;
Book No. 11 ;
Series of 2017.

PATRICIA JANELIA DAVIDE
Appointment No. M-173
Notary Public for Makati City
Until December 31, 2017
Penthouse, Liberty Center
104 H.V. dela Costa Street, Makati City
Roll of Attorneys No. 63977
PTR No. 5913727 / Makati City / 01-04-2017
IBP No. LRN-073919 / June 2015 / Cebu City