IMPORTANT 重要提示

THIS PROVISIONAL ALLOTMENT LETTER ("PAL") IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PAL AND THE ACCOMPANYING EXCESS APPLICATION FORM EXPIRES AT 4:00 P.M. ON THURSDAY, 26 JULY 2018 OR SUCH LATER DATE AS MENTIONED IN THE PARAGRAPH HEADED "EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE" IN THE ENCLOSED SHEET.

本暫定配額通知書(「暫定配額通知書」)具有價值及可轉讓,並須 閣下立即處理。本暫定配額通知書及隨附之額外申 請表格所載之要約於二零一八年七月二十六日(星期四)下午四時正或附頁「惡劣天氣對最後接納時限的影響」一段所述 的有關較後日期截止。

IF YOU ARE IN ANY DOUBT ABOUT THIS PAL OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT APPROPRIATE INDEPENDENT ADVISERS TO OBTAIN INDEPENDENT PROFESSIONAL ADVICE. 閣下如對本暫定配額通知書或應採取之行動有任何疑問,應諮詢合適獨立顧問以獲取獨立專業意見。

CAPITALISED TERMS USED HEREIN SHALL HAVE THE SAME MEANINGS AS DEFINED IN THE PROSPECTUS OF CHINA STAR ENTERTAINMENT LIMITED (THE "**COMPANY**") DATED 12 JULY 2018 (THE "**PROSPECTUS**") UNLESS THE CONTEXT OTHERWISE REQUIRES.

除文義另有所指外,中國星集團有限公司(「本公司」)於二零一八年七月十二日刊發之供股章程(「供股章程」)所界定之 詞彙均與本通知書所採用者具相同涵義。

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong King Limited (the **Stock Exchange**") and Hong Kong Securities Clearing Company Limited ("**HKSCC**") take no responsibility for the contents of this PAL, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this PAL.

香港交易及結算所有限公司、香港聯合交易所有限公司(「聯交所」)及香港中央結算有限公司(「香港結算」)對本暫定配 額通知書之內容概不負責,對其準確性或完整性亦不發表任何聲明,並明確表示概不就因本暫定配額通知書全部或任 何部分內容而產生或因依賴該等內容而引致之任何損失承擔任何責任。

Dealings in the shares of the Company may be settled through the Central Clearing and Settlement System ("CCASS") operated by HKSCC and you should consult your stockbroker or other licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser for details of those settlement arrangements and how such arrangements may affect your rights and interests.

買賣本公司股份可透過由香港結算所管理之中央結算及交收系統(「中央結算系統」)進行交收。 閣下應就該等交收安 排之詳情及有關安排對 閣下之權利及權益可能造成之影響,諮詢 閣下之股票經紀或其他持牌證券交易商、銀行經理、 律師、專業會計師或其他專業顧問。

A copy of each of the Prospectus Documents, together with the documents specified in the paragraph headed "14. Documents delivered to the Registrar of Companies in Hong Kong" in Appendix III to the Prospectus, has been registered by the Registrar of Companies in Hong Kong pursuant to Section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong). The Securities and Futures Commission of Hong Kong, the Registrar of Companies in Hong Kong and the Stock Exchange take no responsibility for the contents of any of the Prospectus Documents.

各份章程文件連同供股章程附錄三「14.送呈香港公司註冊處處長之文件」一段所述文件,已遵照香港法例第32章公司(清盤及雜項條文)條例第342C條向香港公司註冊處處長登記。香港證券及期貨事務監察委員會、香港公司註冊處處長及聯 交所對任何章程文件之內容概不負責。

Subject to the granting of the listing of, and the permission to deal in, the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange as well as compliance with the stock admission requirements of HKSCC, the Rights Shares in both their nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the respective commencement dates of dealings in the Rights Shares in each of their nil-paid and fully-paid forms on the Stock Exchange or such other dates as determined by HKSCC. Settlement of transactions between participants of the Stock Exchange on any trading day is required to take place in CCASS on the second trading day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

待未繳股款及繳足股款供股股份獲准於聯交所上市及買賣,以及符合香港結算之股份收納規定後,未繳股款及繳足股 款供股股份將獲香港結算接納為合資格證券,可由未繳股款及繳足股款供股股份各自在聯交所開始買賣日期或香港結 算釐定之其他日期起,於中央結算系統內寄存、結算及交收。聯交所參與者之間於任何交易日進行之交易須於其後第二 個交易日在中央結算系統內進行交收。所有在中央結算系統內進行之活動均須依據不時有效之中央結算系統一般規則 及中央結算系統運作程序規則進行。



Branch share registrar and transfer office in Hong Kong: Computershare Hong Kong Investor Services Limited Shops 1712–1716 17th Floor Hopewell Centre 183 Queen's Road East Wanchai Hong Kong

香港股份過戶登記分處: 香港中央證券登記有限公司 香港 灣仔 皇后大道東183號 合和中心 17樓 1712-1716號舖



CHINA STAR ENTERTAINMENT LIMITED 中國星集團有限公司

「「図生 朱 団」「日」「以 ム リ」 (Incorporated in Bermuda with limited liability) (於百慕達註冊成立之有限公司) (Stock Code: 326) (股份代號: 326)

RIGHTS ISSUE OF 1,807,406,986 RIGHTS SHARES ON THE BASIS OF TWO (2) RIGHTS SHARES FOR EVERY ONE (1) EXISTING SHARE HELD ON THE RECORD DATE AT THE SUBSCRIPTION PRICE OF HK\$0.25 PER RIGHTS SHARE 按於記錄日期每持有一(1)股現有股份 獲發兩(2)股供股股份之基準 以認購價每股供股股份0.25港元供股 發行1,807,406,986股供股股份

PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN 4:00 P.M. ON THURSDAY, 26 JULY 2018 股款須不遲於二零一八年七月二十六日(星期四) 下午四時正接納時繳足

> PROVISIONAL ALLOTMENT LETTER 暫定配額通知書

> > Provisional Allotment Letter No. 暫定配額通知書編號

Registered office: 註冊辦事處: Canon's Court 22 Victoria Street Hamilton HM 12 Bermuda

Head office and principal place of business in Hong Kong: 香港總辦事處兼主要 營業地點: Unit 3409 Shun Tak Centre West Tower 168-200 Connaught Road Central Hong Kong 香港 干諾道中168-200號 信德中心西翼 34樓09室

12 July 2018 二零一八年七月十二日

Name(s) and address of the Qualifying Shareholder(s) 合資格股東之姓名及地址

	Total number of Shares registered in your name(s) on Wednesday, 11 July 2018 於二零一八年七月十一日(星期三)以
	乙欄 Total subscription monies payable in full on acceptance 應繳認購款項總額,股款須於接執時繳是
	應繳認購款項總額,股款須於接納時繳足 BOX C HKS
	丙欄 港元
Name of bank on which cheque/ cashier's order is drawn: 支票/銀行本票的付款銀行名稱:	Cheque/cashier's order number: 支票/銀行本票號碼:
Please insert your daytime contact telephone number here: 請在此填上 閣下之日間聯絡電話:	
+	CCS3751 CSEH
NO RE 每份接納須	A'S ORDER MUST ACCOMPANY EACH ACCEPTANCE CCEIPT WILL BE GIVEN 隨附一張獨立支票或銀行本票 款將不會獲發收據

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IN THE EVENT OF TRANSFER OF PURCHASE. A GIFT OR TRANSFE OF PAYMENT OF AD VALOREM SHARES REPRESENTED BY THIS 在轉讓供股股份之認購權時,每項買 溢之前,須出示已繳付從價印花税之	ER OF BENEFICIAL INTEREST STAMP DUTY WILL BE REQUI DOCUMENT. 計會均須繳付從價印花税。除以出	OTHER THAN RED BEFORE	BY WAY (REGISTRA	OF SALE TION OF	IS ALSO LIA ' ANY TRAN	BLE TO AD VALO	DREM STA	AMP DUT NTS TO	TY. EVIDE	NCE TS
Form B 表格乙 (To be completed and signed only by b)F TRANS 轉讀	┋及 提 名	表格			Shares set	out in B	ox B in Form	n A)
 (To be completed and signed only by the Directors, CHINA STAR ENTERTA 致: 中國星集團有限公司 列位董事 台照 		認購本表格甲內	乙欄所列供	股股份權	利之合資格用	受東填寫及簽署)				
Dear Sirs, I/We hereby transfer all of my/our signing the registration application 敬啟者: 本人/吾等謹將本暫定配額通知	n form (Form C) below:		-	-		-		_		and
1	22	ying Sharehold 股東簽署 (所	_3 ler(s) (all j 左略々职	oint Shar 市均須Ø	eholders mu	4 st sign)				
	百具怕	「风不双伯(川	17 柳石瓜.	不均須頭	(白)	Date 日期:				
Note: Hong Kong ad valorem stamp c 附註:轉讓人及承讓人須就轉讓可說	luty is payable by the transferor(s) a 忍購供股股份之權利繳納香港從價	nd the transfered 印花税。	e(s) in conne	ction with	the transfer o	f your rights to subso	cribe for the	e Rights S	Shares.	
Form C 表格丙 (To be complete To: The Directors,	REGIS d and signed only by the person (只供獲轉讓	STRATIO 登 (s) to whom tl 可認購供股別	記申請決	表格			ng transfe	erred)		
CHINA STAR ENTERTA 致:中國星集團有限公司 列位董事	INMENT LIMITED									
Dear Sirs, I/We request you to register the n in this provisional allotment letter 敬啟者: 本人/吾等謹請 閣下將表格甲 條款,以及在 貴公司之組織章	and the accompanying Prospec 中乙欄所列之供股股份數目	tus and subjec ,登記於本人	t to the me /吾等名 ⁻	morandu	m of associa	tion and bye-laws	of the Co	mpany.		
						Shareholder(s) Please 東請在本欄內填上「		in this box		
To be com	npleted in BLOCK LETTERS in EN 請用 英文正楷 填 Names of Chinese applica	寫。聯名申請人	只須填報排 en both in E	:名首位之 nglish and	e address of th 申請人地址。	ne first named applic				
Name in English 英文姓名	Family Name or Company Name				r Name 名字	Name in Chinese 中文姓名	;			
Name continuation and/or full name(s) of joint applicant(s) (if any) 姓名(續)及/或 聯名申請人(如有)全名										
Address in English (Joint applicants should give the address of the first-										
named applicant only) 英文地址(聯名申請人只須填報排 名首位的申請人的地址)										
Occupation 職業						Tel. No. 電話號碼				
	·	Dividend instr	uctions 股息	指示		·				
Name and address of bank 銀行名稱及地址					Bank account	t no. 銀行賬戶號碼				
		BANK	銀行	BI	RANCH 分行		ACCOU	NT 賬戶		-
		Bank acco 銀行賬戶								

1	2.	3.	4	
	Signa	ture(s) of applicant(s) (all joint applicants must	t sign)	
	_	申請人簽署(所有聯名申請人均須簽署)	-	
			Date 日期:	

Note: Hong Kong ad valorem stamp duty is payable by the transferee(s) and the transferor(s) in connection with the transfer of rights to subscribe for the Rights Shares. 附註:承讓人及轉讓人須就轉讓認購供股股份的權利繳付香港從價印花税。

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To take up your provisional allotment of the Rights Shares, you must lodge the whole of this provisional allotment letter intact with the Registrar, Computershare Hong Kong Investor Services Limited, Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong together with a remittance in cheques or cashier's orders for the full amount payable on acceptance, as shown in Box C in Form A, so as to be received by the Registrar by no later than 4:00 p.m. on Thursday, 26 July 2018. All remittances must be in Hong Kong and made payable to "China Star Entertainment Limited – PAL" and must be issued by, a licensed bank in Hong Kong and made payable to "China Star Entertainment Limited – PAL" and must be crossed "Account Payee Only". Such payment will constitute acceptance of the provisional allotment of the Rights Shares, on the terms of this provisional allotment letter and the Prospectus and subject to the memorandum of association and bye-laws of the Company. No receipt will be given for such remittances.

閣下如欲接納供股股份之暫定配額,須將整份暫定配額通知書連同表格甲內丙欄所示於接納時應繳付之全數股款(以支 票或銀行本票形式),不遲於二零一八年七月二十六日(星期四)下午四時正交回過戶登記處香港中央證券登記有限公司, 地址為香港灣仔皇后大道東183號合和中心17樓1712–1716號舖,方為有效。所有股款須以港元繳付,支票須由香港持牌 銀行之賬戶開出,而銀行本票則須由香港之持牌銀行發出,並須註明抬頭人為「China Star Entertainment Limited – PAL」及以「只准入抬頭人賬戶」方式劃線開出。繳付上述股款將表示 閣下根據本暫定配額通知書及供股章程之條款, 並在本公司組織章程大綱及公司細則規限下接納供股股份之暫定配額。有關繳款將不獲發收據。

The Rights Issue is conditional upon the fulfilment of the conditions set out under the section headed "Letter from the Board – The Underwriting Agreement – Conditions of the Rights Issue" in the Prospectus. If any of the conditions of the Rights Issue are not fulfilled, the Rights Issue will not proceed. The Underwriting Agreement contains provisions entitling the Underwriter to terminate the Underwriting Agreement on or prior to the Latest Time for Termination in accordance with the terms thereof on the occurrence of certain event as set out under the section headed "TERMINATION OF THE UNDERWRITING AGREEMENT" in the Prospectus. If the Underwriting Agreement does not become unconditional or if it is terminated in accordance with the terms thereof, the Rights Issue will not proceed.

供股須待供股章程「董事會函件-包銷協議-供股之條件」一節所載條件達成後,方可作實。倘供股任何條件未能達成, 供股將不會進行。包銷協議載有條文,賦予包銷商在發生供股章程「終止包銷協議」一節所載若干事件時,於最後終止 時限或之前根據包銷協議之條款終止包銷協議。倘包銷協議並無成為無條件或根據其條款終止,供股將不會進行。

The Rights Shares are expected to be dealt with in their nil-paid form from Monday, 16 July 2018 to Monday, 23 July 2018 (both days inclusive). Any Shareholder or other person dealing in the Shares up to the date on which all the conditions to which the Rights Issue is subject are fulfilled (and the date on which the Underwriter's right of termination of the Underwriting Agreement ceases) and any person dealing in the nil-paid Rights Shares during the period from Monday, 16 July 2018 to Monday, 23 July 2018 (both days inclusive) will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholders or other persons contemplating dealings in the Shares or nil-paid Rights Shares are recommended to consult their own professional advisers and exercise caution.

預期供股股份將由二零一八年七月十六日(星期一)至二零一八年七月二十三日(星期一)(包括首尾兩日)以未繳股款形 式買賣。於直至供股所涉及的所有條件達成當日(及包銷商終止包銷協議之權利終止之日)止期間內買賣股份之任何股 東或其他人士,以及於二零一八年七月十六日(星期一)至二零一八年七月二十三日(星期一)(包括首尾兩日)期間內買 賣未繳股款供股股份之任何人士,將因此承擔供股未必成為無條件或未必進行的風險。擬買賣股份或未繳股款供股股 份的任何股東或其他人士務請諮詢彼等的專業顧問並謹慎行事。



CHINA STAR ENTERTAINMENT LIMITED

中國星集團有限公司 (Incorporated in Bermuda with limited liability) (於百慕達註冊成立之有限公司) (Stock Code: 326) (股份代號: 326)

> 12 July 2018 二零一八年七月十二日

Dear Qualifying Shareholder(s), 致合資格股東:

INTRODUCTION 緒言

Reference is made to the prospectus of China Star Entertainment Limited (the "**Company**") dated 12 July 2018 (the "**Prospectus**") in connection with the Rights Issue, a copy of which is enclosed. Terms defined in the Prospectus shall have the same meanings when used herein, unless the context otherwise requires. The Directors have provisionally allotted to you a number of Rights Shares on the basis of two (2) Rights Shares for every one (1) existing Share held and registered in your name(s) on the Record Date at a subscription price of HK\$0.25 per Rights Share. Your holding of Shares as at the Record Date is set out in Box A in Form A of this PAL and the number of Rights Shares provisionally allotted to you is set out in Box B in Form A of this PAL.

謹此提述本文件隨附之中國星集團有限公司(「本公司」)日期為二零一八年七月十二日之供股章程(「供股章程」)。除文義另有所指外, 本文件所用詞彙具有供股章程所界定之相同涵義。董事已向 閣下暫定配發若干數目之供股股份,基準為於記錄日期以 閣下名義 登記持有之每一(1)股現有股份,可按每股供股股份0.25港元之認購價獲發兩(2)股供股股份。 閣下於記錄日期持有之股份載於本暫 定配額通知書表格甲內甲欄,而 閣下獲暫定配發之供股股份數目載於本暫定配額通知書表格甲內乙欄。

The Rights Shares (when allotted, fully paid and issued) will rank pari passu in all respects with the Shares in issue on the date of allotment and issue of the Rights Shares. Holders of the Rights Shares in their fully paid form will be entitled to receive all future dividends and distributions which are declared, made or paid on or after the date of allotment and issue of the Rights Shares. (供股股份(於配發、繳足股款及發行時)與於配發及發行供股股份當日之已發行股份將於各方面享有同等地位。繳足股款供股股份之持有人將有權收取於配發及發行供股股份當日或之後所宣派、作出或派付之所有未來股息及分派。

This PAL contains further information regarding the procedures to be followed for acceptance and/or transfer of the whole or part of the provisional allotment of the Rights Shares by the Qualifying Shareholders. All cheques and cashier's orders accompanying completed PALs will be presented for payment immediately upon receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. Completion and return of this PAL will constitute a warranty and representation by you to the Company that all registration, legal and regulatory requirements of all relevant jurisdictions other than Hong Kong in connection with this PAL and any acceptance of it, have been, or will be, duly complied with. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the representations and warranties. Completion and return of this PAL with a cheque or a cashier's order in payment for the Rights Shares, whether by a Qualifying Shareholder or by any nominated transferee, will constitute a warranty by the subscriber that the cheque or the cashier's order will be honoured on first presentation. Without prejudice to the other rights of the Company in respect thereof, the Company reserves the right to reject any PAL in respect of which the accompanying cheque and/or cashier's order is dishonoured on first presentation, and, in such event, the relevant provisional allotment and all rights and entitlements thereunder will be deemed to have been declined and will be cancelled. 本暫定配額通知書載有關於合資格股東接納及/或轉讓全部或部分供股股份暫定配額應遵從之手續之進一步資料。隨同已填妥之暫 定配額通知書交回之所有支票及銀行本票將於收到後隨即兑現,而有關股款所得之一切利息(如有)將撥歸本公司所有。填妥並交回 本暫定配額通知書,即表示申請人向本公司保證及聲明,已經或將會妥為遵守香港以外所有相關司法權區有關本暫定配額通知書及 接納本暫定配額通知書之一切登記、法律及監管規定。為免生疑問,香港結算或香港中央結算(代理人)有限公司毋須受任何該等聲 明及保證規限。填妥本暫定配額通知書並連同繳付供股股份股款之支票或銀行本票交回(不論由合資格股東或任何指定承讓人填妥及 交回),即表示認購人保證有關支票或銀行本票將於首次過戶時獲得兑現。在不影響本公司與此有關之其他權利之情況下,倘隨附之 支票及/或銀行本票於首次過戶時不獲兑現,本公司保留權利拒絕受理任何暫定配額通知書,而在此情況下,有關暫定配額及據此

產生之一切權利及配額將被視作不獲接納並將予註銷。

The Prospectus Documents will not be registered and/or filed under the applicable securities legislation of any jurisdictions other than Hong Kong. No action has been taken to obtain permission of the offering of the Rights Shares or the distribution of the Prospectus Documents in any jurisdiction other than Hong Kong. Accordingly, no person receiving a copy of the Prospectus Documents in any jurisdiction outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares, unless in the relevant jurisdictions, such an offer or invitation could lawfully be made without compliance with any registration or other legal and regulatory requirements.

章程文件將不會根據香港境外任何司法權區之適用證券法例予以登記及/或存檔。本公司並無採取任何行動,以獲准在香港以外任何司法權區提呈發售供股股份或派發章程文件。因此,於香港以外任何司法權區接獲章程文件之人士,概不應視之為申請供股股份 之要約或邀請,除非有關要約或邀請可在有關司法權區毋須進行任何登記或遵守其他法律或監管規定之情況下合法進行,則作別論。

It is the responsibility of anyone outside Hong Kong wishing to make on his/its behalf an application for the Rights Shares to satisfy himself/ herself/itself as to the observance of the laws and regulations of all relevant jurisdiction, including the obtaining of any governmental or other consents, and to pay any taxes and duties required to be paid in such jurisdiction in connection therewith. Completion and return of the PAL by anyone outside Hong Kong will constitute a warranty and representation to the Company that all these local registration, legal and regulatory requirements of such relevant jurisdictions other than Hong Kong in connection with the PAL and any acceptance of it, have been, or will be, duly complied with. The Company reserves the right to refuse to accept any application for the Rights Shares where it believes that in doing so would violate the applicable securities or other laws or regulations of any jurisdiction. For the avoidance of doubt neither HKSCC nor HKSCC Nominees Limited is subject to any of the representations and warranties. No application for the Rights Shares will be accepted from any person who is a Non-Qualifying Shareholder.

任何於香港以外地區之人士如有意申請供股股份,則有責任自行全面遵守相關司法權區之法例及規例,包括取得任何政府或其他方面之同意及就此繳付任何有關司法權區規定須繳付之任何税項及徵費。任何香港以外地區之人士填妥並交回暫定配額通知書,即表示其向本公司保證及聲明,已經或將會妥為遵守香港以外相關司法權區有關暫定配額通知書及接納暫定配額通知書之一切該等當地登記、法律及監管規定。倘本公司相信接納任何供股股份之申請會違反任何司法權區之適用證券或其他法例或規例,則會保留權利拒絕接納有關申請。為免生疑問,香港結算或香港中央結算(代理人)有限公司毋須受任何該等聲明及保證規限。任何身為不合資格股東之人士提出之供股股份申請將不獲接納。

If the Underwriter exercises the rights to terminate the Underwriting Agreement or if the conditions of the Rights Issue are not fulfilled or waived (as applicable), the monies received in respect of acceptances of the Rights Shares will be returned to the Qualifying Shareholders or such other persons to whom the nil-paid Rights Shares shall have been validly transferred, or in case of joint acceptances, to the first-named person, without interest by means of cheques despatched by ordinary post to their respective registered addresses at their own risk as soon as practicable thereafter.

倘包銷商行使權利終止包銷協議,或倘供股條件未能達成或獲豁免(如適用),則就獲接納之供股股份已收取之款額,將於可行情況 下盡快以支票(不計利息)退還予合資格股東或已有效承讓未繳股款供股股份之其他人士或(如屬聯名接納人)名列首位之人士,有關 支票將以平郵方式寄往其各自之登記地址,郵誤風險概由彼等自行承擔。

PROCEDURES FOR ACCEPTANCE 接納手續

To take up your provisional allotment in full, you must lodge the whole of the original PAL intact with the Registrar, Computershare Hong Kong Investor Services Limited, Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, together with a remittance in cheques or cashier's order for the full amount payable on acceptance as shown in Box C in Form A of this PAL, by no later than 4:00 p.m. on Thursday, 26 July 2018 (or, under bad weather conditions, such later date as mentioned in the paragraph headed "Effect of bad weather on the Latest Time for Acceptance" in the enclosed sheet). All remittances must be in Hong Kong dollars. Cheques must be drawn on an account with, and cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "China Star Entertainment Limited – PAL" and the Prospectus. No receipt will be given for such remittances.

閣下如欲接納全部暫定配額,須不遲於二零一八年七月二十六日(星期四)下午四時正(或在惡劣天氣之情況,在附頁「惡劣天氣對最後 接納時限的影響」一段所述的有關較後日期)將整份暫定配額通知書連同載於本暫定配額通知書表格甲內丙欄所示於接納時應繳付之全數 股款(以支票或銀行本票形式)一併完整交回過戶登記處香港中央證券登記有限公司,地址為香港灣仔皇后大道東183號合和中心17樓 1712–1716號舖,方為有效。所有股款須以港元繳付。支票須由香港持牌銀行之賬戶開出,而銀行本票則須由香港之持牌銀行發出,並須 註明抬頭人為「China Star Entertainment Limited – PAL」及以「只准入抬頭人賬戶」方式劃線開出。繳付上述股款將表示根據暫定配 額通知書及供股章程之條款接納供股之暫定配額。有關繳款將不獲發收據。

It should be noted that, unless this PAL is duly completed, together with the appropriate remittance shown in Box C in Form A of this PAL, and have been received as described above by no later than 4:00 p.m. on Thursday, 26 July 2018 (or, under bad weather conditions, such later date as mentioned in the paragraph headed "Effect of bad weather on the Latest Time for Acceptance" in the enclosed sheet), whether lodged by the original allottee or any person in whose favour the rights have been validly transferred, your provisional allotment and all rights to subscribe for the Rights Shares thereunder will be deemed to have been declined and will be cancelled. The Company may (at its sole discretion) treat a PAL as valid and binding on the person(s) by whom or on whose behalf it is lodged even if not completed in accordance with the relevant instructions. The Company may require such incomplete PAL to be completed by the relevant applicants at a later stage. Completion and lodgement of this PAL will constitute a warranty and representation to the Company, that all registration, legal and regulatory requirements of all relevant territories other than Hong Kong, in connection with the PAL and any acceptance of it, have been, or will be, duly complied with. For avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the representations and warranties. 敬請注意,除非本暫定配額通知書已經填簽妥當並連同載於本暫定配額通知書表格甲內內欄所示之應繳股款如上文所述於二零一八年七月二十六日 (星期四)下午四時正 (或在惡劣天氣之情況,在附頁「惡劣天氣對最後接納時限的影響」一段所述的有關較後日期)之前由原承配人或獲有效轉讓有關權利之人士一併交回,否則 閣下之暫定配額通知書當為有效及對通知書內列名之人士(不論是否親身交回通知書) 具約束力。本公司可要求有關申請人將未填妥乙暫定配額通知書意給配類面刺書當為有效及對通知書內列名之人士(不論是否親身交回通知書) 具約束力。本公司可至權的情將一份已交回但並未根據有關指示填簽妥暫定配額通知書意為有效及對通知書內列名之人士(不論是否親身交回通知書) 具約束力。本公司可要求有關申請人將未填妥乙暫定配額通知書(及據此作出任何接納)正式遵照香港以外之一切有關地 區之所有登記、法例及監管規定。為免生疑問,香港結算或香港中央結算(代理人)有限公司概不受任何聲明及保證規限。

TRANSFER 轉讓

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, you must complete the form of transfer and nomination (Form B) of this PAL and hand this PAL to the person(s) to or through whom you are transferring your rights hereunder. The transferee(s) must then complete and sign the registration application form (Form C) of this PAL and lodge this PAL intact together with a remittance in cheques or cashier's orders for the full amount payable on acceptance as shown in Box C in Form A of this PAL with the Registrar, Computershare Hong Kong Investor Services Limited, Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong by no later than 4:00 p.m. on Thursday, 26 July 2018 (or, under bad weather conditions, such later date as mentioned in the paragraph headed "Effect of bad weather on the Latest Time for Acceptance" in the enclosed sheet). All remittances must be in Hong Kong dollars and cheques must be drawn on an account with, and cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "**China Star Entertainment Limited – PAL**" and must be crossed "**Account Payee Only**". It should be noted that Hong Kong ad valorem stamp duty is payable by the transferor(s) and transferee(s) of such rights.

閣下如欲轉讓 閣下根據本暫定配額通知書所有獲暫定配發之供股股份認購權利,須填妥載於本暫定配額通知書轉讓及提名表格(表格乙),並將本暫定配額通知書交予承讓 閣下權利或經手轉讓權利之人士。承讓人須填妥及簽署載於本暫定配額通知書登記申請表格(表格丙),並須不遲於二零一八年七月二十六日(星期四)下午四時正(或在惡劣天氣之情況,在附頁「惡劣天氣對最後接納時限的影響」一段所述的有關較後日期)將暫定配額通知書整份連同載於本暫定配額通知書表格甲內丙欄所示於接納時應繳付之全數股款(以支票或銀行本票形式)一併交回過戶登記處香港中央證券登記有限公司,地址為香港灣仔皇后大道東183號合和中心17樓1712–1716號舖,方為有效。所有股款須以港元繳付,支票須由香港持牌銀行之賬戶開出,而銀行本票則須由香港之持牌銀行發出,並須註明抬頭人為「China Star Entertainment Limited – PAL」及以「只准入抬頭人賬戶」方式劃線開出。敬請注意, 閣下轉讓可認購有關供股股份之權利予承讓人及承讓人接納該等權利,轉讓人及承讓人均須繳納香港從價印花税。

If you wish to accept only part of your provisional allotment or to transfer part of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder or to transfer your rights to more than one person, the entire and original PAL must be surrendered by no later than 4:30 p.m. on Wednesday, 18 July 2018 to the Registrar, Computershare Hong Kong Investor Services Limited, Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong. The Registrar will cancel the original PAL and issue new provisional allotment letter(s) in the denominations required which will be available for collection at the Registrar on the second Business Day after your surrender of the original PAL.

閣下如只欲接納根據本暫定配額通知書所獲配發之部份暫定配額或欲轉讓部份暫定配發可認購供股股份之權利或欲轉讓該等權利予 超過一位人士,須不遲於二零一八年七月十八日(星期三)下午四時三十分將整份原有暫定配額通知書交回過戶登記處香港中央證券 登記有限公司,地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖,方為有效。過戶登記處將會註銷原有之暫定配額通知 書及按所需數額另發新暫定配額通知書。新暫定配額通知書將可於 閣下交回原有之暫定配額通知書後第二個營業日於過戶登記處 領取。

EXCESS RIGHTS SHARES 額外供股股份

If you are a Qualifying Shareholder and you wish to apply for any Rights Shares in addition to those provisionally allotted to you, you should complete and sign the accompanying EAF as indicated therein and lodge it, together with a separate remittance for the amount payable on application in respect of the excess Rights Shares applied for, with the Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712–1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong so as to be received by no later than 4:00 p.m. on Thursday, 26 July 2018 (or, under bad weather conditions, such later date as mentioned in the paragraph headed "Effect of bad weather on the Latest Time for Acceptance" in the enclosed sheet). All remittances must be made by cheque or cashier's order in Hong Kong dollars. Cheques must be drawn on an account with, and cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "China Star Entertainment Limited – EAF" and crossed "Account Payee Only".

如 閣下為合資格股東並欲申請認購多於 閣下獲暫定配發之任何供股股份,應按隨附之額外申請表格當中的指示將表格填妥並簽署, 並連同就所申請認購額外供股股份須於申請時繳交之獨立款項,送達過戶登記處香港中央證券登記有限公司,地址為香港灣仔皇后 大道東183號合和中心17樓1712-1716號舖,使其可不遲於二零一八年七月二十六日(星期四)下午四時正(或在惡劣天氣之情況,在附 頁「惡劣天氣對最後接納時限的影響」一段所述的有關較後日期)收到。所有股款須以港元支票或銀行本票支付。支票應由香港持牌銀 行賬戶開出,而銀行本票應由香港持牌銀行發出,註明抬頭人為「China Star Entertainment Limited – EAF」及以「只准入抬頭人賬戶」 劃線方式開出。

TERMINATION OF THE UNDERWRITING AGREEMENT 終止包銷協議

If, prior to the Latest Time for Termination (provided that for the purposes of the Underwriting Agreement if the date of the Latest Time for Termination shall be a Business Day on which a tropical cyclone warning signal no. 8 or above or a black rainstorm warning signal is or remains hoisted in Hong Kong between 9:00 a.m. and 4:00 p.m. on that day, the date of the Latest Time for Termination shall be the next Business Day on which no tropical cyclone warning signal no. 8 or above or no black rainstorm warning signal is or remains hoisted in Hong Kong between 9:00 a.m. and 4:00 p.m. on that day, the date of the Latest Time for Termination shall be the next Business Day on which no tropical cyclone warning signal no. 8 or above or no black rainstorm warning signal is or remains hoisted in Hong Kong between 9:00 a.m. and 4:00 p.m. on that day):

倘於最後終止時限前(就包銷協議而言,倘最後終止時限當日(必須為營業日)上午九時正至下午四時正期間香港懸掛或仍然懸掛八號或以上熱帶氣旋警告信號或黑色暴雨警告信號,則最後終止時限日期將為於上午九時正至下午四時正期間香港並無懸掛或仍然懸掛八號或以上熱帶氣旋警告信號或黑色暴雨警告信號之下一個營業日)發生下列事件:

- (a) in the absolute opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:
- (a) 包銷商全權認為,供股之成功進行將因下列各項而受到重大及不利影響:
 - (i) the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may, in the absolute opinion of the Underwriter, materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or is materially adverse in the context of the Rights Issue; or
 - (i) 頒佈任何新法例或法規或現行法例或法規(或其司法詮釋)出現任何變動或發生任何其他有關事故(不論其性質為何),而 包銷商全權認為會對本集團整體業務或財務或經營狀況或前景構成重大及不利影響,或就供股而言屬重大不利;或
 - (ii) the occurrence of any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date of the Underwriting Agreement) of a political, military, financial, economic or other nature (whether or not ejusdem generis with any of the foregoing), or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets which may, in the absolute opinion of the Underwriter, materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or materially and adversely prejudice the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
 - (ii) 任何地方、國家或國際間發生有關政治、軍事、金融、經濟或其他性質(無論是否與上述任何一項屬同一類別)之事件或情況出現變動(無論是否在包銷協議日期之前及/或之後所發生或持續發生之一連串事件或變動之其中一部份),或任何地方、國家或國際間出現敵對形勢或武裝衝突或局勢惡化,或發生可影響本地證券市場之事件,而包銷商全權認為會對本集團整體業務或財務或經營狀況或前景構成重大及不利影響,或令供股之成功進行受到重大及不利影響,或基於其他理由導致不適宜或不應進行供股;或

- (b) any adverse change in market conditions (including without limitation, any change in fiscal or monetary policy, or foreign exchange or currency markets, suspension or material restriction or trading in securities) occurs which, in the absolute opinion of the Underwriter, is likely to materially or adversely affect the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (b) 市況出現任何不利變動(包括但不限於金融或貨幣政策或外匯或貨幣市場之任何變動、證券買賣被暫停或受到重大限制),而包 銷商全權認為可能對供股之成功進行構成重大或不利影響,或基於其他理由導致不適宜或不應進行供股;或
- (c) any change in the circumstances of the Company or any member of the Group which, in the absolute opinion of the Underwriter, will adversely affect the prospects of the Company, including without limiting the generality of the foregoing, the presentation of a petition or the passing of a resolution for the liquidation or winding up or similar event occurring in respect of any of member of the Group or the destruction of any material asset of the Group; or
- (c) 本公司或本集團任何成員公司之情況出現任何變動,而包銷商全權認為會令本公司之前景受到不利影響,包括(在不限制上文 所述各項一般性原則下)本集團任何成員公司被申請清盤或通過決議案清盤或結業或發生類似事件或本集團任何重大資產被摧毀; 或
- (d) any event of force majeure including, without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out; or
- (d) 發生任何不可抗力事件,包括(在不限制其一般性原則下)任何天災、戰爭、暴動、治安不靖、騷亂、火災、水災、爆炸、疫症、恐怖活動、罷工或停工;或
- (e) any other material adverse change in relation to the business or the financial or trading position or prospects of the Group as a whole whether or not ejusdem generis with any of the foregoing; or
- (e) 本集團整體業務或財務或經營狀況或前景出現任何其他重大不利變動(無論是否與上述任何一項屬同一類別);或
- (f) any matter which, had it arisen or been discovered immediately before the date of the Prospectus and not having been disclosed in the Prospectus, would have constituted, in the absolute opinion of the Underwriter, a material omission in the context of the Rights Issue; or
- (f) 任何事件倘於緊接供股章程日期前發生或發現,但並無於供股章程內披露,即構成包銷商全權認為對供股而言屬重大遺漏者; 或
- (g) any suspension in the trading of securities generally or the Company's securities on the Stock Exchange for a period of more than ten consecutive Business Days, excluding any suspension in connection with the clearance of the announcement or the Prospectus Documents or other announcements or circulars in connection with the Rights Issue,
- (g) 聯交所之證券買賣全面暫停或本公司證券買賣暫停超過連續十個營業日,惟不包括有待批准刊發該公告或章程文件或有關供股 之其他公告或通函而暫停買賣。

the Underwriter shall be entitled by notice in writing to the Company, served prior to the Latest Time for Termination, to terminate the Underwriting Agreement.

包銷商有權於最後終止時限前向本公司發出書面通知終止包銷協議。

The Underwriter shall be entitled by notice in writing to rescind the Underwriting Agreement if, prior to the Latest Time for Termination: 倘於最後終止時限前發生以下情況,包銷商有權藉發出書面通知取消包銷協議:

- (a) any material breach of any of the representations, warranties or undertakings contained in the Underwriting Agreement comes to the knowledge of the Underwriter; or
- (a) 包銷商得知包銷協議所載任何陳述、保證或承諾遭到任何重大違反;或
- (b) any Specified Event comes to the knowledge of the Underwriter.
- (b) 包銷商得知發生任何特定事件。

Any such notice shall be served by the Underwriter prior to the Latest Time for Termination. 包銷商須於最後終止時限前送達任何有關通知。

If prior to the Latest Time for Termination any such notice referred to above is given by the Underwriter, the obligations of all parties under the Underwriting Agreement shall terminate forthwith and no party shall have any claim against any other party for costs, damages, compensation or otherwise save for any antecedent breaches.

倘包銷商於最後終止時限前發出上述任何有關通知,則包銷協議訂約各方之責任將隨即終止,而除任何先前違反外,訂約方概不得 向任何其他方就成本、損害賠償、補償或其他款項提出任何申索。

CHEQUES OR CASHIER'S ORDERS 支票或銀行本票

All cheques and cashier's orders will be presented for payment immediately following receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. Completion and lodgement or return of this PAL and/or EAF, together with a cheque or cashier's order in payment for the Rights Shares accepted, will constitute a warranty by the applicant that the cheque or cashier's order will be honoured on first presentation. Any application in respect of which the cheque or cashier's order is dishonoured on first presentation is liable to be rejected, and in that event the assured allotment, any application for excess Rights Shares and all rights thereunder will be deemed to have been declined and will be cancelled.

所有支票及銀行本票將於收訖後即時過戶,而所有繳付股款所賺取之利息(如有)將撥歸本公司所有。凡填妥及呈交或交回本暫定配 額通知書及/或額外申請表格連同繳付所接納之供股股份股款之支票或銀行本票,即構成申請人作出之一項保證,保證支票或銀行 本票於首次過戶時將會兑現。如支票或銀行本票在首次過戶時未能兑現,有關申請將不獲受理。其時,有關保證配額、任何額外供股 股份之認購申請及所有相關權利將視作放棄而將予註銷。

SHARE CERTIFICATES AND REFUND CHEQUES FOR RIGHTS SHARES 供股股份之股票及退款支票

Subject to fulfillment of the conditions of the Rights Issue, share certificates for all fully-paid Rights Shares are expected to be posted to those entitled thereto by ordinary post at their own risk to their registered address on or before Monday, 6 August 2018.

待供股條件達成後,全部繳足股款之供股股份之股票預期將於二零一八年八月六日(星期一)或之前以平郵方式寄發予有權收取之人 士之登記地址,郵誤風險概由彼等自行承擔。

You will receive one share certificate for all fully-paid Rights Shares issued to you.

閣下將會就發行予 閣下之所有繳足股款供股股份獲發一張股票。

If the Underwriter exercises the right to terminate or rescind the Underwriting Agreement and/or if the conditions of the Rights Issue are not fulfilled, the remittance received in respect of the acceptances of the Rights Shares will be returned to the Qualifying Shareholders or such other persons to whom the Rights Shares in their nil-paid form have been validly transferred or, in case of joint applicants, to the first-named person without interest, by means of cheques despatched by ordinary post at the risk of such Qualifying Shareholders or such other persons to their registered addresses on Monday, 6 August 2018.

倘包銷商行使終止或撤銷包銷協議之權利及/或供股之條件未有達成,就接納供股股份所收取的股款將於二零一八年八月六日(星期一) 不計利息以支票退還予合資格股東或獲有效轉讓未繳股款供股股份的其他人士(或倘為聯名申請人,則為名列首位人士),支票將以平郵 方式寄往該等合資格股東或其他有關人士的登記地址,郵誤風險概由彼等承擔。

EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE 恶劣天氣對最後接納時限的影響

The Latest Time for Acceptance will be postponed if there is a tropical cyclone warning signal number 8 or above, or a "black" rainstorm warning, if such circumstances are:

倘於下列情況香港懸掛8號或以上熱帶氣旋警告信號或發出「黑色」暴雨警告,最後接納時限將會押後:

- a. in force in Hong Kong at any local time before 12:00 noon and no longer in force after 12:00 noon on the date of the Latest Time for Acceptance. Instead, the Latest Time for Acceptance will be extended to 5:00 p.m. on the same Business Day; or
- a. 於最後接納時限當日本地時間中午十二時正前的任何時間生效,並於當日中午十二時正後解除,最後接納時限將順延至同一營業日的 下午五時正;或
- b. in force in Hong Kong at any local time between 12:00 noon and 4:00 p.m. on the date of the Latest Time for Acceptance. Instead, the Latest Time for Acceptance will be rescheduled to 4:00 p.m. on the next Business Day which does not have either of the abovementioned warnings in force at any time between 9:00 a.m. and 4:00 p.m.
- b. 於最後接納時限當日本地時間中午十二時正至下午四時正期間任何時間生效,最後接納時限將重新安排至下一個營業日(於上午九時 正至下午四時正期間任何時間上述警告並無生效的日子)的下午四時正。

If the Latest Time for Acceptance is postponed in accordance with the foregoing, the dates of the events subsequent to the Latest Time for Acceptance mentioned in this section (including, without limitation, the Latest Time for Termination) may be affected. An announcement will be made by the Company in such event.

倘最後接納時限因上述情況而押後,則本節所述在最後接納時限後發生的事件的日期(包括但不限於最後終止時限)可能會受到影響。本 公司將於有關情況作出公告。

GENERAL

一般事項

Lodgement of this PAL with, where relevant, the form of transfer and nomination purporting to have been signed by the person(s) in whose favour this PAL has been issued, shall be conclusive evidence of the title of the party or parties lodging it to deal with the same and to receive split PAL and/or the relevant certificates for the Rights Shares. Copies of the Prospectus are available at the Registrar, Computershare Hong Kong Investor Services Limited, 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong.

交回本暫定配額通知書及(如適用者)已由獲發本暫定配額通知書之人士簽署之轉讓及提名表格後,即確實證明交回上述文件之人士 有權處理本暫定配額通知書,並有權收取分拆之暫定配額通知書及/或有關供股股份之股票。供股章程印本可向過戶登記處香港中 央證券登記有限公司索取,地址為香港灣仔皇后大道東183號合和中心17M樓。

This PAL and all acceptances of the offer contained herein shall be governed by and construed in accordance with the laws of Hong Kong. 本暫定配額通知書及其中所述之所有建議之接納事宜均須受香港法律監管並按其詮釋。

PERSONAL DATA COLLECTION – PROVISIONAL ALLOTMENT LETTER 收集個人資料 – 暫定配額通知書

By completing, signing and submitting the forms accompanying this PAL, you agree to disclose to the Company, the Registrar and/or their respective advisers and agents personal data and any information which they require about you or the person(s) for whose benefit you have made the acceptance of the provisional allotment of Rights Shares. The Personal Data (Privacy) Ordinance provides the holders of securities with rights to ascertain whether the Company or the Registrar hold their personal data, to obtain a copy of that data, and to correct any data that is inaccurate. In accordance with the Personal Data (Privacy) Ordinance, the Company and the Registrar have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Company, at its principal place of business at Unit 3409, Shun Tak Centre, West Tower, 168–200 Connaught Road Central, Hong Kong or as notified from time to time in accordance with applicable law, for the attention of the Company Secretary, or (as the case may be) to the Registrar at its address set out above for the attention of Privacy Compliance Officer. 填妥、簽署 B 文 回 本 暫定配額通知書隨附之表格,即表示 閣下同意向本公司、過戶登記處及/或彼等各自之顧問及代理披露個人資料 A 及彼等所需有關 閣下或 閣下為其利益而接納暫定配發供服股份之人士之任何資料。《個人資料 (私隱)條例》賦予證券持有人權利, 可確定本公司或過戶登記處是否持有其個人資料、索取有關資料之副本及更正任何不準確資料。根據《個人資料 (私隱)條例》,本公司 及過戶登記處看權就處理任何查閱資料要求而收取合理費用。有關查閱資料或更正資料或查閱有關政策及慣例以及持有資料種類 之訊息的所有要求,應寄往本公司之主要營業地點 (香港干諾道中168–200號信德中心西翼34樓09室)或根據適用法律不時通知之地址, 並以公司秘書為收件人; 或 (視情況而定)寄往過戶登記處 (於其上述地址), 並以私隱條例事務主任為收件人。

By order of the Board 承董事會命 China Star Entertainment Limited 中國星集團有限公司 Heung Wah Keung 向華強 Chairman 主席