

Execution copy

Dated this the 29th day of May 2014

STARLIGHT INTERNATIONAL HOLDINGS LIMITED

AND

ACHIEVE PROSPER CAPITAL LIMITED

SUPPLEMENTAL AGREEMENT

to

the subscription agreement dated 30 January 2014

in respect of

HK\$75,000,000 convertible note(s) of

STARLIGHT INTERNATIONAL HOLDINGS LIMITED

Locke

Lord^{LLP}

21/F Bank of China Tower,
1 Garden Road,
Central, Hong Kong
Tel: +852 3182 7110 Fax: +852 3014 0991
www.lockelord.com

THIS SUPPLEMENTAL AGREEMENT is made on the 29th day of May 2014

BETWEEN:

- (1) **STARLIGHT INTERNATIONAL HOLDINGS LIMITED**, a company incorporated in Bermuda with limited liability whose registered office is at Canon's Court, 22 Victoria Street, Hamilton HM12, Bermuda and having a principal place of business in Hong Kong at 5th Floor, Shing Dao Industrial Building, 232 Aberdeen Main Road, Hong Kong (the "**Issuer**"); and
- (2) **ACHIEVE PROSPER CAPITAL LIMITED**, a company incorporated in Samoa with limited liability and whose registered office is at Offshore Chambers, P.O. Box 217, Apia, Samoa (the "**Subscriber**").

WHEREAS:

- (A) The Issuer and the Subscriber entered into a conditional subscription agreement dated 30 January 2014 in respect of the issue of convertible note(s) in the aggregate principal amount of HK\$75,000,000 by the Issuer (the "**CB Subscription Agreement**").
- (B) Pursuant to clause 8.7 of the CB Subscription Agreement, the parties mutually agreed to enter into this Supplemental Agreement to further amend and supplement the CB Subscription Agreement on terms set out herein.

NOW IT IS HEREBY AGREED as follows:

1. INTERPRETATION

Unless the context requires otherwise, terms and expressions defined and construed in the CB Subscription Agreement shall have the same meanings and construction when used in this Supplemental Agreement.

2. EFFECT OF THIS SUPPLEMENTAL AGREEMENT

- 2.1 The CB Subscription Agreement shall be amended as set out in this Supplemental Agreement with immediate effect. Any reference to the provisions in the CB Subscription Agreement shall, unless the context otherwise requires, be construed as a reference to such provisions as amended by this Supplemental Agreement or may otherwise have been, or from time to time be, amended or supplemented.
- 2.2 This Supplemental Agreement shall be construed as forming part of the CB Subscription Agreement and they shall be construed as one and the same instrument.
- 2.3 Save as otherwise expressly provided in this Supplemental Agreement, the CB Subscription Agreement shall continue in full force and effect in accordance with its terms and binding on the respective parties.
- 2.4 The provisions of clauses 6, 7 and 8 of the CB Subscription Agreement shall be incorporated into this Supplemental Agreement as if set out in full in this

Supplemental Agreement and as if references in those clauses to “this Agreement” are references to this Supplemental Agreement.

- 2.5 This Supplemental Agreement may be executed in any number of counterparts, and this has the same effect as if the signatures on the counterparts were on a single copy of this Supplemental Agreement.
- 2.6 This Supplemental Agreement shall be governed by, and construed in all respects in accordance with, the laws of Hong Kong.

3. AMENDMENTS

- 3.1 The references to the date “31 May 2014” in clauses 3.4 and 3.5 of the CB Subscription Agreement (being the last date for the fulfilment or waiver of the Conditions Precedent) shall be replaced by “31 July 2014”.

*[The remaining of this page is intentionally left blank;
the signatures appear on the next following pages]*

EXECUTION

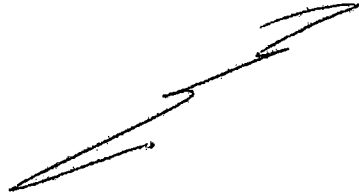
IN WITNESS WHEREOF this Supplemental Agreement has been executed on the day and year first above written.

SIGNED by

Lau Sak Hong Philip
as authorised representative for
**STARLIGHT INTERNATIONAL
HOLDINGS LIMITED**

at
in the presence of:

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)



SIGNED by Wang Xing Qiao
as authorised representative for
**ACHIEVE PROSPER CAPITAL
LIMITED**

in the presence of:



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