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## **CHINA STAR ENTERTAINMENT LIMITED**

*(Incorporated in Bermuda with limited liability)*

**(Stock Code: 326)**

### **(I) DEED OF VARIATION RELATING TO PLACING OF NEW SHARES SUBJECT TO SHAREHOLDERS' APPROVAL, (II) PROPOSED PLACING OF NEW SHARES SUBJECT TO SHAREHOLDERS' APPROVAL AND (III) RESUMPTION OF TRADING**

**Placing Agent**



**KINGSTON SECURITIES LIMITED**

#### **DEED OF VARIATION**

The Board announces that (i) the longstop date for satisfaction of the conditions precedent under the Tranche II Placing Agreement has been extended to three months after the date of the SGM approving the entering into of the Deed of Variation by the Company and (ii) the Tranche II Placing Price has been changed.

As the Tranche II Placing Agreement and the Tranche II Placing had been approved by Shareholders at the special general meeting of the Company held on 22nd October, 2007, the change of the Tranche II Placing Price constitutes a material change to the terms of the Tranche II Placing Agreement and as such requires re-approval by the Shareholders at the SGM.

A circular containing further details of the Deed of Variation, proposed amendment to the Tranche II Placing Price and notice of SGM will be despatched to Shareholders as soon as practicable.

## **PLACING OF NEW SHARES**

On 11th December, 2007 (after trading hours), the Company entered into the Placing Agreement with the Placing Agent. Pursuant to the Placing Agreement, the Company has conditionally agreed to place, through the Placing Agent, in aggregate 1,400,000,000 Placing Shares on a fully underwritten basis to independent investors at the Placing Price of HK\$0.12 per Share.

The Placing is conditional upon, inter alia, the Listing Committee of the Stock Exchange granting or agreeing to grant the listing of, and permission to deal in all of the Placing Shares, the approval by the Shareholders on the Placing Agreement and the transactions contemplated thereunder, including the issue of the Placing Shares at the SGM and the obligations of the Placing Agent under the Placing Agreement becoming unconditional and not being terminated in accordance with the terms hereof, including provisions regarding force majeure event.

The Deed of Variation and the Placing Agreement are not inter-conditional.

## **GENERAL**

**Shareholders and potential investors should note that the Placing is subject to conditions to be fulfilled. Shareholders and potential investors are reminded to exercise caution when dealing in the Shares.**

The Placing is subject to the termination on the occurrence of, among other things, any event of force majeure (which include events set out in greater detail below respectively) at or before 10:00 a.m. on the completion date of the relevant Placing.

A circular containing, among other things, further details of the Placing and a notice convening the SGM will be dispatched by the Company to the Shareholders as soon as practicable in accordance with the Listing Rules.

## **RESUMPTION OF TRADING**

Trading in the Shares was suspended at the request of the Company with effect from 9:30 a.m. on 12th December, 2007 pending the release of this announcement. An application has been made by the Company to the Stock Exchange for the trading in the Shares to resume from 9:30 a.m. on 14th December, 2007 following the publication of this announcement.

## **DEED OF VARIATION**

Reference is made to the Announcement regarding, inter alia, placing of new Shares subject to Shareholders' approval.

The Board announce that on 11th December, 2007 (after trading hours), the Company and the Placing Agent entered into the Deed of Variation (i) to extend the longstop date for satisfaction of the conditions precedent under the Tranche II Placing Agreement from three months after the date of the special general meeting of the Company approving the Tranche II Placing Agreement (ie 22nd October, 2007) to three months after the date of the SGM approving the entering into of the Deed of Variation by the Company as additional time is required for seeking Shareholders' approval on the change in the Tranche II Placing Price and (ii) to change the Tranche II Placing Price from HK\$0.21 to HK\$0.12. The change was made to the Tranche II Placing Price as given the volatile market sentiment and the fact that the closing price of the Shares decreased from HK\$0.227 per Share as at the trading date immediately before the Announcement to HK\$0.136 per Share as at the Last Trading Date.

It is expected the net proceeds of approximately HK\$584.5 million will be raised by the Tranche II Placing and the same will be utilised by the Group to finance the proposed acquisitions of the entire equity interest in Best Mind International Inc. as announced by the Company on 30th August, 2007 and 10th October, 2007 (The "Proposed Acquisitions"). The Directors (including the independent non-executive Directors) are of the view that the Tranche II Placing Price is fair and reasonable and in the interest of the Company and its shareholders as a whole given the current trading price of the Shares and volatility in the current market.

The new Tranche II Placing Price of HK\$0.12 per Share represents:

- (i) a discount of approximately 11.76% to the closing price of HK\$0.136 per Share as quoted on the Stock Exchange on 11th December, 2007, being the Last Trading Day;
- (ii) a discount of approximately 11.11% to the average of the closing prices of HK\$0.135 per Share as quoted on the Stock Exchange for the last five trading days up to and including the Last Trading Day; and
- (iii) a discount of approximately 13.67% to the average of the closing prices of HK\$0.139 per Share as quoted on the Stock Exchange for the last ten trading days up to and including the Last Trading Day.

All other terms of the Tranche II Placing Agreement shall remain unchanged.

As the Tranche II Placing Agreement and the Tranche II Placing had been approved by Shareholders at the special general meeting of the Company held on 22nd October, 2007, the change of the Tranche II Placing Price constitutes a material change to the terms of the Tranche II Placing Agreement and as such requires re-approval by the Shareholders at the SGM.

A circular containing further details of the Deed of Variation, proposed amendment to the Tranche II Placing Price and notice of SGM will be despatched to Shareholders as soon as practicable.

Application will be made by the Company to the Listing Committee of the Stock Exchange for the grant of the listing of, and permission to deal in, the Shares to be issued under the Tranche II Placing.

The Deed of Variation and the Placing Agreement are not interconditional.

## **THE PLACING AGREEMENT**

### **Date**

11th December, 2007 (after trading hours)

### **Parties**

The Company and the Placing Agent

### **Placing Agent**

The Placing Agent has conditionally agreed to place 1,400,000,000 Placing Shares on a fully underwritten basis and will receive a placing commission of 2.5% on the gross proceeds of the Placing. The Directors (including the independent non-executive Directors) are of the view that the placing commission is fair and reasonable. The Placing Agent and its ultimate beneficial owners are third parties independent of the Company and its connected persons (as defined in the Listing Rules). The Placing Agent had previously acted as placing agent for the Company on other fund raising exercises.

### **Placees**

The Placing Agent agreed to place the Placing Shares on a fully underwritten basis to not fewer than six Placees who and whose ultimate beneficial owners will be independent of and not be connected persons (as defined in the Listing Rules) of the Company and its connected persons (as defined in the Listing Rules). None of the individual Placee will become a substantial Shareholder (as defined in the Listing Rules) immediately after the Placing nor will any new substantial/controllers be introduced after the Placing.

### **Placing Price**

The Placing Price of HK\$0.12 represents (i) a discount of about 11.76% to the closing price of HK\$0.136 per Share as quoted on the Stock Exchange on the Last Trading Day; (ii) a discount of about 11.11% to the average of the closing price per Share of about HK\$0.135 as quoted on the Stock Exchange for the last five trading days up to and including the Last Trading Day; and (iii) a discount of about 13.67% to the average of the closing price per Share of about HK\$0.139 as quoted on the Stock Exchange for the last ten trading days up to and including the Last Trading Day.

After deduction of the placing commission and expenses arising from the Placing, the net Placing Price per Placing Share shall be approximately HK\$0.117. The aggregate net proceeds raised upon the completion of the Placing will be about HK\$163.5 million.

### **Placing Shares**

Pursuant to the Placing Agreement, 1,400,000,000 new Shares will be placed by the Placing Agent on a fully underwritten basis, representing approximately 49.89% of the Company's existing issued share capital of the Company as at the date of this announcement and about 33.29% of its issued share capital as enlarged by the completion of the Placing.

The Placing Shares will be allotted and issued under a special mandate proposed to be passed at the SGM. The Placing Shares will, when fully paid, be allotted and issued in accordance with the memorandum and bye-laws of the Company and with the relevant rules and regulations applicable to the Company in Hong Kong and will, upon allotment and issue, be free from all liens, charges, encumbrances or third party rights of whatsoever nature and together with all rights attaching thereto at completion of the relevant tranche of the Placing and thereafter. The general mandate granted to Directors at the annual general meeting of the Company held on 29th June, 2007 had been substantially utilised in the placing as announced on 7th September, 2007.

### **Conditions Precedent**

The Placing will be subject to the following conditions:

- the Listing Committee of the Stock Exchange granting the listing of, and permission to deal, in all of the Placing Shares;
- the passing of a resolution by the Shareholders approving the Placing Agreement and the transactions contemplated thereunder, including the allotment and issue of the Placing Shares at the SGM; and
- the obligations of the Placing Agent under the Placing Agreement becoming unconditional and not being terminated in accordance with the terms hereof, including provisions regarding force majeure event.

If the foregoing conditions are not fulfilled on or prior to the Long Stop Date, the Placing Agreement shall terminate and none of the parties thereto shall have any claim against the other for any costs or losses (save for any prior breaches of the Placing Agreement).

### **Representation and Warranties**

Under the Placing Agreement, the Company has given certain representations and warranties on, inter alia, the authority to enter into the Placing Agreement and the ranking of the Placing Shares upon allotment. In particular, the Company has warranted in the Placing Agreement, inter alia, that it shall provide the Placing Agent with all such information relating to the Company, any companies controlled by the Company and the Group as the Placing Agent would reasonably require for the purpose of making an informed assessment of the assets and liabilities, financial position, profits and losses and prospects of the Group or otherwise and all material facts and information which might reasonably be expected to be relevant in enabling the Placing Agent to fulfil its responsibilities in carrying out the terms of the Placing Agreement. The Company will provide published financial information to the Placing Agent. In addition, the Company shall accept full responsibility for the accuracy of all information and facts given by it to the Placing Agent in relation to the Placing and warrant that no other material information or material facts have been or will be withheld, the omission of which will make the information or facts given to the Placing Agent incorrect or misleading in any material respect, and to notify the Placing Agent should such omission or inaccuracy first come to the attention of the Company.

### **Termination and force majeure of the Placing**

- (I) The Placing Agent reserves its right to terminate the Placing by notice in writing prior to 10:00 a.m. on the date of completion of the Placing, if in the reasonable opinion of the Placing Agent, the success of the Placing would be materially and adversely affected by any force majeure events which include:
  - (a) the introduction of any new laws or regulations or any change in existing laws or regulations (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may, in the reasonable opinion of the Placing Agent, materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole; or

- (b) 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 Placing Agreement) of a political, military, financial, economic, currency (including a change in the system under which the value of the Hong Kong currency is linked to the currency of the United States of America) or other nature (whether or not sui generis with any of the foregoing), or in the nature of any local, national, international outbreak or escalation of hostilities or armed conflict, or affecting local securities market or the occurrence of any combination of circumstances which may, in the reasonable opinion of the Placing Agent, materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or adversely prejudices the success of the Placing by potential investor(s) or otherwise makes it inexpedient or inadvisable for the Company or the Placing Agent to proceed with the Placing; or
- (c) any change in market conditions or combination of circumstances in Hong Kong (including without limitation suspension or material restriction or trading in securities) occurs which affect the success of the Placing (such success being the placing of the Placing Shares to potential investor(s)) or otherwise in the reasonable opinion of the Placing Agent makes it inexpedient or inadvisable or inappropriate for the Company or the Placing Agent to proceed with the Placing.

(II) If, at or prior to 10:00 a.m. on the completion date of the Placing:

- (a) the Company commits any material breach of or omits to observe any of the obligations or undertakings expressed or assumed under the Placing Agreement; or
- (b) any suspension in the trading of the Shares on the Stock Exchange for more than ten consecutive trading days save for the purposes of clearance of the announcement relating to the Placing Agreement or circulars relating to the Placing; or
- (c) the Placing Agent shall become aware of the fact that any of the representations or warranties contained in the Placing Agreement was, when given, untrue or inaccurate or would in any respect be untrue or inaccurate if repeated the Placing Agent shall determine that any such untrue representation or warranty represents or is likely to represent a material adverse change in the financial or trading position or prospects of the Group taken as a whole or will otherwise likely to have a material prejudicial effect on the Placing.



The Placing Agent shall be entitled (but not bound) by notice in writing to the Company to elect to treat such matter or event as releasing and discharging the Placing Agent from its obligations under the Placing Agreement.

Upon giving of notice pursuant to the paragraph above, all obligations of the Placing Agent under the Placing Agreement shall cease and determine and no party shall have any claim against any other parties in respect of any matter or thing arising out of or in connection with the Placing Agreement, save for any antecedent breaches.

### **Completion of the Placing**

Completion of the Placing will take place within four business day after the fulfilment of the condition as set out in the Placing Agreement or such other date to be agreed between the Company and the Placing Agent.

The Deed of Variation and the Placing Agreement are not interconditional.

### **Listing**

Application will be made by the Company to the Listing Committee of the Stock Exchange for the grant of the listing of, and permission to deal in, all of the Placing Shares.

## **REASONS FOR AND BENEFIT OF THE PLACING AND USE OF PROCEEDS**

The Director consider that the timing of fund raising by way of the Placing is appropriate in the view that there is an imminent demand for the Shares as the investors are interested and confident in the business prospect of the Company. The Directors are of the view that the liquidity flow and the conditions in the equity market are subject to rapid changes and consider, while there is an imminent demand for the Shares, the Placing represents an opportunity to raise capital for financing the Proposed Acquisitions, despite the fact that the Placing will result in the dilution of the existing shareholding interest of the Shareholders. The Directors are also of the view that the Placing represents an opportunity to broaden the Shareholder base and capital base of the Company. Accordingly, the Directors consider the Placing Agreement is in the interests of the Company and the Shareholders as a whole.

The gross proceeds from the Placing will be about HK\$168 million and the net proceeds from the Placing will be about HK\$163.5 million which will be used by the Company to finance the Proposed Acquisitions. If the Proposed Acquisitions do not proceed, the proceeds will be placed with bank institutions until appropriate projects are identified. Any surplus monies from such projects will be used as general working capital of the Group.

## EFFECT ON SHAREHOLDING STRUCTURE

The existing shareholding structure of the Company and the effect on the shareholding structure of the Company upon completion of the Placing, the Tranche II Placing and the Proposed Acquisitions is set out as below:

	As at the date of the Announcement		Upon completion of Tranche II Placing		Upon completion of the Placing		Upon completion of Placing and Tranche II Placing		Upon completion of Placing and Tranche II Placing and assuming completion of the Proposed Acquisitions		Upon completion of Placing and Tranche II Placing and assuming completion of the Proposed Acquisitions and Note 7	
	No. of Shares	%	No. of Shares	%	No. of Shares	%	No. of Shares	%	No. of Shares	%	No. of Shares	%
Porterstone (Note 4)	507,865,000	18.10	507,865,000	6.51	507,865,000	12.07	507,865,000	5.52	507,865,000	5.38	507,865,000	4.74
Dorest (Note 4)	27,645,000	0.99	27,645,000	0.35	27,645,000	0.66	27,645,000	0.30	27,645,000	0.29	27,645,000	0.26
Mr. Heung Wah Keung	54,592,500	1.94	54,592,500	0.70	54,592,500	1.30	54,592,500	0.59	54,592,500	0.58	54,592,500	0.51
Ms. Chen Ming Yin, Tiffany	31,716,615	1.13	31,716,615	0.41	31,716,615	0.75	31,716,615	0.34	31,716,615	0.34	31,716,615	0.29
Sub-total	621,819,115	22.16	621,819,115	7.97	621,819,115	14.78	621,819,115	6.75	621,819,115	6.59	621,819,115	5.80
Ms. Li Yuk Sheung, a Director	16	0.00	16	0.00	16	0.00	16	0.00	16	0.00	16	0.00
<b>Public Shareholders:</b>												
Places for Tranche II Placing	0	0.00	5,000,000,000	64.05	0	0.00	5,000,000,000	54.31	5,000,000,000	52.95	5,000,000,000	46.63
Places for the Placing	0	0.00	0	0.00	1,400,000,000	33.29	1,400,000,000	15.21	1,400,000,000	14.83	1,400,000,000	13.06
Vendor under the Proposed Acquisitions	0	0.00	0	0.00	0	0.00	0	0.00	236,333,333	2.50	1,516,333,332	14.14
Other public Shareholders	2,184,277,942	77.84	2,184,277,942	27.98	2,184,277,942	51.93	2,184,277,942	23.73	2,184,277,942	23.13	2,184,277,942	20.37
Total	2,806,097,073	100.00	7,806,097,073	100.00	4,206,097,073	100.00	9,206,097,073	100.00	9,442,430,406	100.00	10,722,430,405	100.00

### Notes:

- Under Tranche II Placing, there are 5,000,000,000 new Shares to be placed at a price of HK\$0.12 per Share.
- Under the Placing, there are 1,400,000,000 new Shares to be placed at a price of HK\$0.12 per Share.
- The gross proceeds for Tranche II Placing and the Placing are approximately HK\$600 million and HK\$168 million respectively.

4. Porterstone Limited (“Porterstone”), a company incorporated in the British Virgin Islands with limited liability which is beneficially owned by Ms. Chen Ming Yin, Tiffany. Accordingly, Mr. Heung Wah Keung, the husband of Ms. Chen Ming Yin, Tiffany, is deemed to be interested in the Shares held by Porterstone. Dorest Company Limited (“Dorest”), a company incorporated in Hong Kong with limited liability which is beneficially owned as to 60% by Ms. Chen Ming Yin, Tiffany through Porterstone and as to 40% by Mr. Heung Wah Keung.
5. The ultimate beneficial owners of the placees of the Tranche II Placing and the Placing are expected to be independent of each other. So far as the Directors are aware, none of the Placees to the Placing have any relationship with the vendor under the Proposed Acquisitions.
6. So far as the Directors are aware, none of the placees for the Tranche II Placing and the Placing will become substantial Shareholders.
7. Assuming the convertible notes in the principal amounts of HK\$188,000,000 and HK\$196,000,000 to be issued under the Proposed Acquisitions are fully converted into Shares at the initial conversion price of HK\$0.30 per Share.

## **FUND RAISING ACTIVITIES IN THE PAST TWELVE MONTHS BEFORE THE DATE OF THIS ANNOUNCEMENT**

Save as disclosed below, the Company has not conducted any fund raising activities in the past twelve months before the date of this announcement:

<b>Date of announcement</b>	<b>Event</b>	<b>Net proceeds (approximately)</b>	<b>Intended use of proceeds</b>	<b>Actual use of proceeds</b>
13th February, 2007	Issue of zero coupon unsecured convertible bonds due 2012 of an aggregate principal amount of HK\$168,500,000	HK\$159,000,000	For the acquisition of Kingsway Hotel Limited	For the acquisition of Kingsway Hotel Limited
30th March, 2007	Placing of 124,900,000 new Shares	HK\$44,800,000	For the general working capital	For the general working capital
30th March, 2007	Placing of 81,100,000 new Shares	HK\$29,200,000	For the general working capital	For the general working capital

<b>Date of announcement</b>	<b>Event</b>	<b>Net proceeds (approximately)</b>	<b>Intended use of proceeds</b>	<b>Actual use of proceeds</b>
4th June, 2007	Placing of 165,905,000 new Shares	HK\$64,600,000	For the general working capital	For the general working capital
30th August, 2007	Rights issue of 843,769,024 new Shares on the basis of one rights Share for every two existing Shares held	HK\$162,600,000	For partial payment of the acquisition of a 51% interest in Best Mind International Inc. as announced on 30th August, 2007	For partial payment of the acquisition of a 51% interest in Best Mind International Inc. as announced on 30th August, 2007
7th September, 2007	Placing of 274,790,000 new shares	HK\$56,200,000	For partial payment of the acquisition of a 51% interest in Best Mind International Inc. as announced on 30th August, 2007	For partial payment of the acquisition of a 51% interest in Best Mind International Inc. as announced on 30th August, 2007

## **SGM**

A SGM will be convened and held for the purpose of considering and, if thought fit, approve the entering into of the Deed of Variation, the Placing Agreement and the Placing.

To the best of the Directors' knowledge, information and belief and having made all reasonable enquiry, no Shareholder is required to abstain from voting at the SGM.

## GENERAL

The Company is an investment holding company and its subsidiaries are principally engaged in film production, distribution of film and television drama series, and the provision of post-production services, property and hotel investment. The Group will cease to invest in property and hotels following the disposal of Kingsway Hotel Limited to Riche Multi-Media Holdings Limited, an associated company of the Company, as announced on 8 August 2007 and the Company's circular dated 9th October, 2007. The Company has no other plans to change its existing business.

A circular containing, among other things, details of the Deed of Variation, proposed amendment to the Tranche II Placing Price, further details of the Placing and a notice convening the SGM will be dispatched by the Company to the Shareholders as soon as practicable in accordance with the Listing Rules.

**Shareholders and potential investors should note that the Placing is subject to conditions to be fulfilled. Shareholders and potential investors are reminded to exercise caution when dealing in the Shares.**

Trading in the Shares was suspended at the request of the Company with effect from 9:30 a.m. on 12th December, 2007 pending the release of this announcement. An application has been made by the Company to the Stock Exchange for the trading in the Shares to resume from 9:30 a.m. on 14th December, 2007 following the publication of this announcement.

## TERMS USED IN THIS ANNOUNCEMENT

“associates”	has the meaning given to that term in the Listing Rules;
“Announcement”	the announcement of the Company dated 7th September, 2007;
“Board”	the board of Directors;
“Company”	China Star Entertainment Limited, a company incorporated in Bermuda with limited liability, the Shares of which are listed on the Stock Exchange;

“connected person(s)”	has the meaning given to that term in the Listing Rules;
“Deed of Variation”	a deed of variation dated 11th December, 2007 entered into between the Company and the Placing Agent in relation to the Tranche II Placing Agreement;
“Directors”	directors of the Company;
“Group”	the Company and its subsidiaries;
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong;
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China;
“Independent Third Party (Parties)”	independent third party (parties) not connected with the directors, substantial shareholders of the Company or any of its subsidiaries or their respective associate;
“Last Trading Day”	11th December, 2007, being the trading day on which the Shares were suspended from trading on the Stock Exchange pending the release of this announcement;
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange;
“Long Stop Date”	three months after the date of the SGM;
“Placing”	the placing of the Placing Shares by the Placing Agent on a fully underwritten basis;
“Placing Agent”	Kingston Securities Limited, a licensed corporation to carry on types 1 (dealing in securities) regulated activities for the purposes of the Securities and Futures Ordinance (Chapter 571 of the Laws of Hong Kong);

“Placing Agreement”	a conditional placing agreement dated 11th December, 2007 entered into between the Company and the Placing Agent in relation to the Placing;
“Placing Price”	HK\$0.12 per Share;
“Placing Shares”	a total of 1,400,000,000 new Shares to be placed through the Placing Agent pursuant to the Placing Agreement;
“Placee(s)”	any institutional, corporate or independent individual investor (s) procured by the Placing Agent to subscribe for any principal amount of the Placing Shares pursuant to the Placing Agent’s obligations under the Placing Agreement;
“SGM”	a special general meeting of the Company to be convened and held to consider and, if thought fit, to approve the entering into of the Deed of Variation, the Placing Agreement and the Placing;
“Share(s)”	ordinary shares of HK\$0.05 each in the share capital of the Company;
“Shareholder(s)”	holder(s) of the Shares;
“Stock Exchange”	The Stock Exchange of Hong Kong Limited;
“Tranche II Placing Agreement”	the conditional placing agreement entered into between the Company and the Placing Agent dated 5th September, 2007 in relation to the Tranche II Placing;
“Tranche II Placing”	placing of up to a maximum of 5,000,000,000 new Shares pursuant to the terms of the Tranche II Placing Agreement;

“Tranche II Placing Price” the placing price has been changed from HK\$0.21 per Share to HK\$0.12 per Share pursuant to the Deed of Variation;

“%” per cent.

By Order of the Board  
**China Star Entertainment Limited**  
**Heung Wah Keung**  
*Chairman*

Hong Kong, 13th December, 2007

*As at the date of this announcement, the executive Directors are Mr. Heung Wah Keung, Ms. Chen Ming Yin, Tiffany and Ms. Li Yuk Sheung and the independent non-executive Directors are Mr. Hung Cho Sing, Mr. Ho Wai Chi, Paul and Mr. Leung Hok Man.*