

**To be valid, the whole of this Provisional Allotment Letter must be returned.**

**IMPORTANT**

Reference is made to the prospectus issued by Lai Sun Development Company Limited (the “**Company**”) dated 9 December 2022 in relation to the Rights Issue (the “**Prospectus**”). The PAL should be read in conjunction with the Prospectus. Capitalised terms used herein shall have the same meanings as those defined in the Prospectus unless the context requires otherwise.

**THIS PROVISIONAL ALLOTMENT LETTER (“PAL”) IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PAL WILL EXPIRE AT 4:00 P.M. ON FRIDAY, 23 DECEMBER 2022 (OR SUCH LATER DATE AND/OR TIME AS MENTIONED IN THE PARAGRAPH HEADED “EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES” BELOW).**

IF YOU ARE IN ANY DOUBT AS TO ANY ASPECT OF THIS PAL OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR STOCKBROKER, LICENSED DEALER IN SECURITIES OR REGISTERED INSTITUTION IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISERS.

A copy of this PAL, together with a copy of the Prospectus and other documents specified in the paragraph headed “**14. DOCUMENTS DELIVERED TO THE REGISTRAR OF COMPANIES**” in Appendix III to the Prospectus, have been registered by the Registrar of Companies in Hong Kong as required by section 38D of the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Chapter 32 of the Laws of Hong Kong). The Registrar of Companies in Hong Kong, the Stock Exchange and the SFC take no responsibility as to the contents of any of these documents.

Hong Kong Exchanges and Clearing Limited, the Stock Exchange and HKSCC take no responsibility for the contents of this PAL, make no representations 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.

Dealings in the Shares and the Rights Shares in their nil-paid form and fully-paid forms may be settled through CCASS operated by HKSCC and you should consult your stockbroker, licensed dealer in securities or registered institution in securities, bank manager, solicitor, professional accountant or other professional advisers for details of those settlement arrangements and how such arrangements may affect your rights and interests.

The Rights Issue is conditional upon, among others, the Underwriting Agreement having become unconditional and the Underwriter not having terminated the Underwriting Agreement in accordance with the terms thereof (a summary of which is set out in the sections headed “Letter from the Board — The Underwriting Agreement — Conditions of the Rights Issue and the Underwriting Agreement” and “Termination of the Underwriting Agreement” in the Prospectus). Accordingly, the Rights Issue may or may not proceed.

Shareholders should note that the existing Shares have been dealt in on an ex-rights basis from Wednesday, 30 November 2022. The nil-paid Rights Shares will be dealt in from Tuesday, 13 December 2022 to Tuesday, 20 December 2022 (both days inclusive).

Any dealings in the Shares from the date of the Prospectus up to the date on which the conditions of the Rights Issue are fulfilled or waived (as applicable), and any dealings in the nil-paid Rights Shares from Tuesday, 13 December 2022 to Tuesday, 20 December 2022 (both days inclusive) are accordingly subject to the risk that the Rights Issue may not become unconditional and may not proceed. Shareholders and potential investors should therefore exercise caution when dealing in the Shares and/or the nil-paid Rights Shares, and if you are in any doubt about your position, you are recommended to consult your professional advisers.

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 both 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.

You are reminded that the Rights Issue is subject to a scaling-down mechanism details of which are set out in the Prospectus.

All times and dates stated in this PAL refer to Hong Kong local times and dates.

In case of any inconsistency between the English and Chinese versions of this PAL, the English version will prevail.

**This PAL and all applications pursuant to it shall be governed by and construed in accordance with the laws of Hong Kong.**

本暫定配額通知書必須整份交還，方為有效。

### 重要提示

茲提述麗新發展有限公司(「本公司」)所刊發日期為二零二二年十二月九日有關供股之章程(「章程」)。暫定配額通知書應與章程一併閱讀。除文義另有所指外，本文件所用詞彙與章程所界定者具有相同涵義。

本暫定配額通知書(「暫定配額通知書」)乃具有價值及可轉讓，並應即時處理。本暫定配額通知書所載之要約將於二零二二年十二月二十三日(星期五)下午四時正(或下文「惡劣天氣對接納供股股份與繳付股款之最後時限之影響」一段所述之較後日期及/或時間)屆滿。

閣下如對本暫定配額通知書任何方面或應採取之行動有任何疑問，應諮詢閣下之股票經紀、持牌證券交易商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

本暫定配額通知書連同章程及於章程附錄三「14.送呈公司註冊處處長之文件」一段所述之其他文件，已遵照香港法例第32章《公司(清盤及雜項條文)條例》第38D條之規定送呈香港公司註冊處處長登記。香港公司註冊處處長、聯交所及證監會對任何此等文件之內容概不負責。

香港交易及結算所有限公司、聯交所及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，概不對因本暫定配額通知書全部或任何部份內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。

股份及供股股份(以未繳股款及繳足股款形式)之買賣可透過香港結算營運之中央結算系統進行交收，閣下應就該等交收安排及該等安排對閣下權利及權益可能構成之影響之詳情，諮詢閣下之股票經紀、持牌證券交易商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

供股須待(其中包括)包銷協議成為無條件且包銷商並無根據包銷協議之條款(有關概要載於章程「董事會函件-包銷協議-供股及包銷協議之條件」及「終止包銷協議」各節)終止包銷協議後，方可作實。因此，供股可能會亦可能不會進行。

股東須注意，現有股份已自二零二二年十一月三十日(星期三)起按除權基準進行買賣。未繳股款供股股份將於二零二二年十二月十三日(星期二)至二零二二年十二月二十日(星期二)(包括首尾兩日)進行買賣。

因此，於章程日期至供股條件獲達成或豁免(倘適用)止期間買賣任何股份及於二零二二年十二月十三日(星期二)至二零二二年十二月二十日(星期二)(包括首尾兩日)止期間買賣任何未繳股款供股股份，將承擔供股可能不會成為無條件及可能不會進行之風險。因此，股東及潛在投資者於買賣股份及/或未繳股款供股股份時，務必審慎行事，如閣下對自身之情況有任何疑問，應諮詢閣下之專業顧問。

待供股股份(以未繳股款及繳足股款形式)獲批准於聯交所上市及買賣並符合香港結算之股份接納規定後，供股股份(以未繳股款及繳足股款形式)將獲香港結算接納為合資格證券，可自供股股份(以未繳股款及繳足股款形式)各自於聯交所開始買賣之日或香港結算釐定之有關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在其後第二個交易日在中央結算系統內進行交收。於中央結算系統內進行之一切活動必須依照不時生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。

閣下務請注意，供股受縮減機制規限，有關詳情載於章程。

本暫定配額通知書所述之所有時間及日期均指香港本地時間及日期。

倘本暫定配額通知書之中英文版本有任何歧義，概以英文版本為準。

本暫定配額通知書及據此作出之所有申請均須受香港法例規管及按其詮釋。

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Form A  
表格甲



LAI SUN DEVELOPMENT

麗新發展

Lai Sun Development Company Limited

麗新發展有限公司

(Incorporated in Hong Kong with limited liability)

(於香港註冊成立之有限公司)

(Stock Code: 488)

(股份代號：488)

Provisional Allotment  
Letter No.

暫定配額通知書編號

**RIGHTS ISSUE ON THE BASIS OF ONE (1) RIGHTS SHARE FOR  
EVERY TWO (2) EXISTING SHARES HELD ON THE RECORD DATE  
AT THE SUBSCRIPTION PRICE OF HK\$1.64 PER RIGHTS SHARE  
PAYABLE IN FULL ON ACCEPTANCE  
BY NO LATER THAN 4:00 P.M. ON FRIDAY, 23 DECEMBER 2022**

按於記錄日期

每持有兩(2)股現有股份獲發一(1)股供股股份之基準

以每股供股股份 1.64 港元之認購價進行供股

股款須不遲於二零二二年十二月二十三日(星期五)

下午四時正接納時繳足

**PROVISIONAL ALLOTMENT LETTER**

暫定配額通知書

*Share registrar*

*and transfer office:*

Tricor Tengis Limited

17/F, Far East Finance Centre

16 Harcourt Road

Hong Kong

股份過戶登記處：

卓佳登捷時有限公司

香港

夏慤道 16 號

遠東金融中心 17 樓

*Registered Office/Principal Office:*

11th Floor

Lai Sun Commercial Centre

680 Cheung Sha Wan Road

Kowloon

Hong Kong

註冊辦事處／主要辦事處：

香港

九龍

長沙灣道六百八十號

麗新商業中心

十一樓

9 December 2022

二零二二年十二月九日

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  
Thursday, 8 December 2022

於二零二二年十二月八日(星期四)登記於閣下名下  
之股份總數

BOX A  
甲欄

[ ]

Number of Rights Shares provisionally allotted to you  
subject to payment in full on acceptance by no later than  
4:00 p.m. on Friday, 23 December 2022

暫定配發予閣下之供股股份數目，股款須不遲於二零  
二二年十二月二十三日(星期五)下午四時正接納時繳足

BOX B  
乙欄

[ ]

Total subscription monies payable in full upon acceptance  
於接納時全數應繳之認購股款總額

BOX C  
丙欄

HK\$  
港元

Name of bank on which cheque/  
banker's cashier order is drawn:

支票／銀行本票之付款銀行名稱： \_\_\_\_\_

Cheque/banker's cashier  
order number:

支票／銀行本票號碼： \_\_\_\_\_

Contact telephone number:

聯絡電話號碼： \_\_\_\_\_

Provisional Allotment Letter No.

暫定配額通知書編號

[ ]

TO ACCEPT THE PROVISIONAL ALLOTMENT OF THE RIGHTS SHARES AS SPECIFIED IN THIS PAL IN FULL, YOU MUST LODGE THIS PAL INTACT WITH THE REGISTRAR, TRICOR TENGIS LIMITED AT 17/F, FAR EAST FINANCE CENTRE, 16 HARCOURT ROAD, HONG KONG (THE "REGISTRAR"), TOGETHER WITH A REMITTANCE, BY CHEQUE OR BANKER'S CASHIER ORDER, IN HONG KONG DOLLARS FOR THE FULL AMOUNT PAYABLE ON ACCEPTANCE SHOWN IN BOX C IN FORM A SO AS TO BE RECEIVED BY THE REGISTRAR NO LATER THAN 4:00 P.M. ON FRIDAY, 23 DECEMBER 2022 (OR, UNDER BAD WEATHER CONDITIONS, SUCH LATER TIME OR DATE AS MENTIONED IN THE PARAGRAPH HEADED "EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES" IN THE ENCLOSED SHEET). ALL REMITTANCES MUST BE MADE IN HONG KONG DOLLARS BY CHEQUES WHICH MUST BE DRAWN ON AN ACCOUNT WITH, OR BANKER'S CASHIER ORDERS WHICH MUST BE ISSUED BY, A LICENSED BANK IN HONG KONG AND MADE PAYABLE TO "LAI SUN DEVELOPMENT COMPANY LIMITED — RIGHTS ISSUE ACCOUNT" AND CROSSED "ACCOUNT PAYEE ONLY".

**INSTRUCTIONS ON TRANSFER AND SPLITTING ARE ALSO SET OUT IN THE ENCLOSED SHEET. NO RECEIPT WILL BE GIVEN FOR SUCH REMITTANCE.**

Each person accepting the provisional allotment specified in this PAL confirms that he/she/it has read the terms and conditions and acceptance procedures set out in the enclosed sheet and in the Prospectus and agrees to be bound by them.

閣下如欲全數接納本暫定配額通知書所列之供股股份暫定配額，必須將本暫定配額通知書整份連同表格甲之丙欄所示於接納時應繳之全數股款之港元支票或銀行本票，在不遲於二零二二年十二月二十三日(星期五)下午四時正(或於惡劣天氣情況下，於附頁「惡劣天氣對接納供股股份與繳付股款之最後時限之影響」一段所述之較後時間或日期)前送達登記處卓佳登捷時有限公司，地址為香港夏慤道16號遠東金融中心17樓(「登記處」)。所有股款須以港元繳付，並須以在香港持牌銀行戶口開出之支票或以香港持牌銀行發出之銀行本票支付。所有支票或銀行本票均須註明抬頭人為「LAI SUN DEVELOPMENT COMPANY LIMITED — RIGHTS ISSUE ACCOUNT」及以「只准入抬頭人賬戶」劃線方式開出。

有關轉讓及分拆之指示亦載於附頁。本公司將不會就有關股款另發收據。

接納本暫定配額通知書所載暫定配額之每位人士均確認其已閱讀附頁及章程所載條款及條件以及接納手續，並同意受其約束。

**A SEPARATE CHEQUE OR BANKER'S CASHIER ORDER MUST ACCOMPANY EACH APPLICATION  
NO RECEIPT WILL BE GIVEN FOR REMITTANCE**

每份申請須隨附一張獨立開出之支票或銀行本票  
本公司將不會就股款另發收據

**IN THE EVENT OF TRANSFER OF RIGHT(S) TO SUBSCRIBE FOR RIGHTS SHARE(S), HONG KONG AD VALOREM STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR TRANSFER OF BENEFICIAL INTEREST OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO HONG KONG AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF HONG KONG AD VALOREM STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF ENTITLEMENT(S) TO THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.**

如轉讓可認購供股股份之認購權，每項買賣均須繳付香港從價印花稅。除以出售形式外，餽贈或轉讓實益擁有之權益亦須繳付香港從價印花稅。在登記轉讓認購本文件所指任何供股股份之權利前，須出示已繳付香港從價印花稅之證明。

**Form B**  
表格乙

**FORM OF TRANSFER AND NOMINATION**  
**轉讓及提名表格**

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer all of his/her/its/their right(s) to subscribe for the Rights Share(s) comprised herein)

(只供擬轉讓彼／彼等認購本暫定配額通知書所列供股股份之全部權利之合資格股東填寫及簽署)

To: The Directors  
**Lai Sun Development Company Limited**  
致：麗新發展有限公司  
列位董事 台照

Dear Sir/Madam,

I/We hereby transfer all of my/our rights to subscribe for the Rights Shares comprised in this PAL to the person(s) accepting the same and signing the registration application form (Form C) below. I/We have read the conditions and procedures for transfer set out in the enclosed sheet and agree to be bound thereby.

敬啟者：

本人／吾等茲將本暫定配額通知書所列本人／吾等之供股股份之認購權悉數轉讓予接受此權利並簽署下列登記申請表格(表格丙)之人士。本人／吾等已細閱附頁所載各項條件及轉讓手續，並同意受其約束。

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

**Signature(s) of Qualifying Shareholder(s) (all joint Shareholders must sign)**  
合資格股東簽署(所有聯名股東均須簽署)

Date: \_\_\_\_\_ 2022 日期：二零二二年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

**Hong Kong ad valorem stamp duty is payable in connection with the transfer of right(s) to subscribe for the Rights Share(s).**  
閣下須就轉讓認購供股股份之權利繳付香港從價印花稅。

(To be completed and signed only by the person(s) to whom the right(s) to subscribe for the Rights Share(s) have been transferred)  
(只供承讓供股股份認購權之人士填寫及簽署)

To: The Directors  
**Lai Sun Development Company Limited**  
致：麗新發展有限公司  
列位董事 台照

Dear Sir/Madam,

I/We request you to register the number of Rights Shares mentioned in Box B of Form A in my/our name(s). I/We agree to accept the same on the terms embodied in this PAL and the Prospectus and subject to the articles of association of the Company. I/We have read the conditions and procedures for transfer set out in the enclosed sheet and agree to be bound thereby.

敬啟者：

本人／吾等謹請閣下將表格甲之乙欄所列之供股股份數目，登記於本人／吾等名下。本人／吾等同意按照本暫定配額通知書及章程所載條款，以及在貴公司之組織章程細則規限下，接納此等供股股份。本人／吾等已細閱附頁所載各項條件及轉讓手續，並同意受其約束。

			Existing Shareholder(s) 現有股東 Please mark "X" in this box 請在本欄內填上「X」號
To be completed in <b>BLOCK</b> letters in <b>ENGLISH</b> . Joint applicants should give the address of the first-named applicant only. 請用 <b>英文正楷</b> 填寫。聯名申請人只須填報排名首位之申請人地址。 For Chinese applicant(s), please provide your name(s) in both English and Chinese. 中國籍申請人請填寫中英文姓名。			
Name in English 英文姓名	Family name or Company name 姓氏或公司名稱	Other names 其他姓名	Name in Chinese 中文姓名
Name continuation and/or full name(s) of joint applicant(s) in English (if applicable) 姓名(續)及／或聯名申請人英文全名(如適用)			
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申請人之地址)			
Occupation 職業		Telephone number 電話號碼	
Dividend instructions 股息指示			
Name and address of bank 銀行名稱及地址		Bank account number 銀行賬戶號碼	

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_

Signature(s) of applicant(s) (all joint applicant(s) must sign)  
申請人簽署(所有聯名申請人均須簽署)

Date: \_\_\_\_\_ 2022 日期：二零二二年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

**Hong Kong ad valorem stamp duty is payable in connection with the acceptance of your right(s) to subscribe for the Rights Share(s).**  
閣下須就接納可認購供股股份之權利繳付香港從價印花稅。

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# LAI SUN DEVELOPMENT

Lai Sun Development Company Limited  
(Incorporated in Hong Kong with limited liability)

(Stock Code: 488)

Dear Qualifying Shareholder(s),

9 December 2022

## INTRODUCTION

Reference is made to the prospectus of Lai Sun Development Company Limited (the “**Company**”) dated 9 December 2022 in relation to the Rights Issue (the “**Prospectus**”). Terms defined in the Prospectus shall have the same meanings when used herein unless the context otherwise requires. In accordance with the terms and conditions of this PAL and those set out in the Prospectus and subject to the articles of association of the Company, the Directors have provisionally allotted to you a number of Rights Shares on the basis of one (1) Rights Share for every two (2) existing Shares held and registered in your name(s) as at the Record Date (i.e. Thursday, 8 December 2022) at a subscription price of HK\$1.64 per Rights Share. Your holding of Shares as at the Record Date is set out in Box A in Form A and the number of Rights Shares provisionally allotted to you is set out in Box B in Form A.

## RIGHTS SHARES

The Rights Shares, when allotted, issued and fully paid, shall rank *pari passu* in all respects with the Shares then in issue, including the right to receive all dividends and distributions which may be declared, made or paid with a record date which falls on or after the date of allotment of the Rights Shares in their fully-paid form.

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 both 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.

The Rights Issue is conditional upon, among others, the Underwriting Agreement having become unconditional and the Underwriter not having terminated the Underwriting Agreement in accordance with the terms thereof (a summary of which is set out in the sections headed “Letter from the Board — The Underwriting Agreement — Conditions of the Rights Issue and the Underwriting Agreement” and “Termination of the Underwriting Agreement” in the Prospectus). Accordingly, the Rights Issue may or may not proceed.

## PROCEDURES FOR ACCEPTANCE AND PAYMENT

To take up your provisional allotment of Rights Shares in full, you must lodge the whole of this PAL intact in accordance with the instructions printed herein with the Registrar, Tricor Tengis Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong, together with a remittance in Hong Kong dollars for the full amount payable on acceptance, as set out in Box C in Form A so as to be received by the Registrar by no later than 4:00 p.m. on Friday, 23 December 2022 (or, under bad weather conditions, such later time or date as mentioned in the paragraph headed “**EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES**” below). All remittances must be made in Hong Kong dollars by cheques which must be drawn on an account with, or by banker’s cashier orders which must be issued by, a licensed bank in Hong Kong and made payable to “**Lai Sun Development Company Limited — Rights Issue Account**” and crossed “**Account Payee Only**”. Such payment will constitute acceptance of the provisional allotment of the Rights Shares on the terms of this PAL and the Prospectus and subject to the articles of association of the Company. No receipt will be given for such remittances. All enquiries in connection with this PAL should be addressed to the Company’s Registrar at the above address.

It should be noted that, unless the duly completed PAL, together with the appropriate remittance for the amount shown in Box C in Form A, has been lodged with the Registrar for registration as described above by no later than 4:00 p.m. on Friday, 23 December 2022 (or, under bad weather conditions, such later time or date as mentioned in the paragraph headed “**EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES**” below) whether by the original allottee or any person to whom the provisional allotment has been validly transferred, the relevant provisional allotment and all rights and entitlements hereunder will be deemed to have been declined and will be cancelled. The Company is not obliged to but may, at its sole absolute discretion, treat a PAL as valid and binding on the person(s) by whom or on whose behalf it is lodged even if the PAL is 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.

## **SCALING-DOWN MECHANISM**

To avoid the unwitting triggering of any GO Obligation and/or the Company’s Public Float to decrease from that as at the date of the Prospectus, all applications for the Rights Shares by the Qualifying Shareholders under the PAL(s), or by transferees of nil-paid Rights Shares, are subject to the scaling-down mechanism as determined by the Company and will be made on the basis that the applications are to be scaled-down by the Company to such level which does not result in (a) any GO Obligation being triggered by those affected applicant(s) and/or group of affected applicant(s) (together with parties respectively acting in concert with him/her/it/them); and/or (b) the Company’s Public Float to decrease from that as at the date of the Prospectus. Any subscription monies for the Scaled-down PAL Shares will be refunded to the affected applicants, and the Scaled-down PAL Shares will be offered to independent places by the Placing Agent under the Placing Agreement.

Such scaling-down of applications of Rights Shares shall operate on a fair and equitable basis under the following principles: (a) where the scale-down is necessitated by the exceeding of shareholding by a group of Qualifying Shareholders acting in concert (the “**Affected Group(s) of Shareholders**”) rather than an individual Qualifying Shareholder, the allocations of PAL(s) to members of the Affected Group of Shareholders should be made by reference to the number of Shares held by the affected applicants on the Record Date; and (b) the allocations of PAL(s) to different Affected Groups of Shareholders and/or affected individual Qualifying Shareholders should be made by reference to the number of Shares held by the affected applicant(s) and/or affected group(s) of applicant(s) on the Record Date.

## **TRANSFER**

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, you must complete and sign the “Form of Transfer and Nomination” (Form B) and hand the completed and signed PAL to the person(s) to or through whom you are transferring your rights. The transferee(s) must then complete and sign the “Registration Application Form” (Form C) and lodge this PAL intact together with a remittance for the full amount payable on acceptance as set out in Box C in Form A with the Registrar, Tricor Tengis Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong so as to be received by no later than 4:00 p.m. on Friday, 23 December 2022 (or, under bad weather conditions, such later time or date as mentioned in the paragraph headed “**EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES**” below).

It should be noted that Hong Kong ad valorem stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares to the transferee(s) and the acceptance by the transferee(s) of such rights.

## **SPLITTING**

If you wish to accept only part of your provisional allotment or transfer part of your rights to subscribe for the Rights Shares provisionally allotted hereunder, or to transfer part or all of your rights to more than one person, the entire and original PAL must be surrendered and lodged for cancellation by no later than 4:30 p.m. on Thursday, 15 December 2022 to the Registrar, Tricor Tengis Limited at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong, who will cancel the original PAL and issue new PALs in the denominations required, which will be available for collection at the Registrar’s address set out above after 9:00 a.m. on the second Business Day after your surrender of the original PAL.

## **EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES**

The latest time for acceptance of and payment for Rights Shares will not take place at the time indicated above if there is a tropical cyclone warning signal number 8 or above, a “black” rainstorm warning or “extreme conditions” caused by super typhoons as announced by the Government of Hong Kong:

- (i) in force in Hong Kong at any local time before 12:00 noon and no longer in force after 12:00 noon on Friday, 23 December 2022. Instead, the latest time for acceptance of and payment for the Rights Shares will be extended to 5:00 p.m. on the same Business Day; or
- (ii) in force in Hong Kong at any local time between 12:00 noon and 4:00 p.m. on Friday, 23 December 2022. Instead, the latest time for acceptance of and payment for the Rights Shares will be rescheduled to 4:00 p.m. on the following Business Day which does not have either of those warnings in force at any time between 9:00 a.m. and 4:00 p.m.

If the latest time for acceptance of and payment for the Rights Shares does not take place on Friday, 23 December 2022, the dates mentioned in the section headed “Expected Timetable” of the Prospectus may be affected. The Company will notify the Shareholders by way of announcement(s) of any change to the expected timetable as soon as practicable.

## **FRACTIONAL ENTITLEMENTS**

In any event, fractions of the Rights Shares in nil-paid form will not be provisionally allotted to any of the Qualifying Shareholders. All fractions of Rights Shares will be aggregated (and rounded down to the nearest whole number of a Share) and all nil-paid Rights Shares arising from such aggregation will be sold in the market for the benefit of the Company if a premium (net of expenses) can be achieved, and the Company will keep the net proceeds for its own benefit. No odd lot matching services will be provided.

## **WARNING OF THE RISKS OF DEALING IN THE EXISTING SHARES AND NIL-PAID RIGHTS SHARES**

**It should be noted that the existing Shares have been dealt in on an ex-rights basis from Wednesday, 30 November 2022. Dealings in the Rights Shares in the nil-paid form will take place from Tuesday, 13 December 2022 to Tuesday, 20 December 2022 (both days inclusive). If any of the conditions of the Rights Issue is not fulfilled or waived (as applicable) or if the Underwriter exercises the right to terminate the Underwriting Agreement on 4:00 p.m. on Wednesday, 4 January 2023 (or such other date as the Company and the Underwriter may agree in writing), the Rights Issue will not proceed.**

**Any Shareholder or other person dealing in the existing Shares and/or the nil-paid Rights Shares up to the date on which all the conditions to which the Rights Issue are fulfilled or waived (as applicable) (and the date on which the Underwriter’s right of termination of the Underwriting Agreement ceases) will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed.**

**Shareholders and potential investors of the Company are advised to exercise caution when dealing in the existing Shares and/or the nil-paid Rights Shares. Any party (including Shareholders and potential investors of the Company) who is in any doubt about his/her/its position or any action to be taken is recommended to consult his/her/its own professional adviser(s).**

## **CHEQUES AND BANKER’S CASHIER ORDERS**

All cheques or banker’s cashier orders will be presented for payment following receipt and all interest earned on such application monies (if any) will be retained for the benefit of the Company. Without prejudice to the other rights of the Company in respect hereof, the Company reserves the right to reject any PAL in respect of which the accompanying cheque and/or banker’s cashier order is dishonoured on first presentation, and in that event the provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled. You must pay the exact amount payable upon application for the Rights Shares, any underpaid application will be rejected. Completion and return of this PAL together with a cheque or banker’s cashier order in payment for the Rights Shares, whether by a Qualifying Shareholder or by any nominated transferee, will constitute a warranty by you that the cheque or banker’s cashier order will be honoured on first presentation.

## SHARE CERTIFICATES AND REFUND CHEQUES FOR THE RIGHTS ISSUE

Subject to fulfilment or waiver (as applicable) of the conditions precedent of the Rights Issue, share certificates for the fully-paid Rights Shares are expected to be posted on or before Wednesday, 11 January 2023 to those entitled thereto by ordinary post, at their own risk, to their registered addresses. Each Shareholder (except HKSCC Nominees Limited), will receive one share certificate for all allotted Rights Shares. If the Underwriting Agreement is terminated or not becoming unconditional, refund cheques in respect of the acceptance for the Rights Shares will be posted on or before Wednesday, 11 January 2023 by ordinary post, at the respective Shareholders' own risk, to their registered addresses.

## TERMINATION OF THE UNDERWRITING AGREEMENT

The Underwriter shall have the right to terminate the Underwriting Agreement by notice in writing given to the Company at any time prior to the Latest Time for Termination, if:

- (i) the occurrence of the following events have or will, or is likely to, in the reasonable opinion of the Underwriter, materially and adversely affect the business, financial or the success of the Rights Issue or dealings in the Rights Issue in the secondary market, or trading position or prospects of the Group as a whole or otherwise makes it impracticable, inexpedient or inadvisable for the Company or the Underwriter to proceed with the Rights Issue on the terms and manner contemplated in the Announcement and the Prospectus Documents:
  - (a) 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;
  - (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 Underwriting Agreement) of a political, military, financial, economic, industrial, legal, fiscal, regulatory or other nature (whether or not sui generis with any of the foregoing or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict);
  - (c) the imposition of any moratorium, suspension or restriction on trading in securities generally on the Stock Exchange, the Shanghai Stock Exchange, the Shenzhen Stock Exchange, the London Stock Exchange, the New York Stock Exchange or any major disruption of any securities settlement or clearing services in Hong Kong or on commercial banking activities in Hong Kong, due to exceptional financial circumstances or otherwise;
  - (d) the occurrence of any change in market conditions or combination of circumstances in Hong Kong, the United States, the European Union, the United Kingdom or the PRC (including without limitation, any change in fiscal policy or money policy, or foreign exchange or currency markets, suspension or material restrict or trading in securities) which in the reasonable opinion of the Underwriter materially prejudicially affects the Rights Issue and make it impracticable, inadvisable or inexpedient to proceed therein;
- (ii) the Company's application to the Main Board of the Stock Exchange for permission for the listing of the Rights Shares (nil-paid and fully-paid) and permission to deal in the Rights Shares (nil-paid and fully-paid) on the Stock Exchange is withdrawn by the Company and/or refused by the Stock Exchange;
- (iii) there is any material adverse change or prospective adverse change in the business or in the financial or trading position or prospects of any member of the Group which in the reasonable opinion of the Underwriter acting in good faith is material in the context of the Rights Issue;
- (iv) any matter arises or is discovered which would, if the Prospectus was to be issued at the time, constitute material omission therefrom;
- (v) the Company commits any material breach of any of the obligations or undertakings expressed to be assumed by it under the Underwriting Agreement;

- (vi) the Underwriter shall receive notification pursuant to the Underwriting Agreement or shall otherwise become aware of, the fact that any of the representations or warranties contained in the Underwriting Agreement was, when given, untrue or inaccurate in any material respect or would in any material respect be untrue or inaccurate if repeated as provided in the Underwriting Agreement and the Underwriter shall in its reasonable opinion determine that any such untrue representation or warranty represents or is likely to represent a material and adverse change in the business, financial or trading position or prospects of the Group as a whole or is otherwise likely to have a material and adverse effect on the Rights Issue; or
- (vii) the Company shall, after any matter or event referred to in the Underwriting Agreement has occurred or come to the attention of the Underwriter, fail promptly to send out any announcement or circular (after the dispatch of the Prospectus Documents), in such manner (and as appropriate with such contents) as the Underwriter may reasonably request for the purpose of preventing the creation of a false market in the securities of the Company.

## **DISTRIBUTION OF THIS PAL AND THE OTHER PROSPECTUS DOCUMENTS**

The PAL shall only be sent to the Qualifying Shareholders. The Prospectus Documents have not been and will not be registered or filed under the applicable securities laws of any jurisdiction other than in Hong Kong.

No action has been taken to permit the offering of the Rights Shares, or the distribution of the Prospectus Documents, in any territory other than in Hong Kong. The Prospectus Documents should not be distributed, forwarded to or transmitted to, into or from any jurisdiction where to do so might constitute a violation of local securities laws and regulations. Accordingly, no person receiving a copy of any of the Prospectus Documents in any territory outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares, unless in a territory such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements thereof.

It is the responsibility of the Qualifying Shareholders outside Hong Kong wishing to make an application for the Rights Shares to satisfy himself/herself/itself/themselves before acquiring any rights to subscribe for the Rights Shares as to the observance of the laws and regulations of all relevant territories, including the obtaining of any governmental or other consents, and to pay any taxes and duties required to be paid in such territory in connected therewith. By completing, signing and submitting this PAL, each subscriber of the Rights Shares will be deemed to constitute a representation and warranty from such person to the Company and the Underwriter that these local registration, legal and regulatory requirements have been fully complied with. If you are in doubt as to your position, you should consult your own professional advisers. The Company reserves the right to refuse to accept any application for the Rights Shares where it believes that doing so would violate the applicable securities legislation or other laws or regulations of any jurisdiction. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited will give, or be subject to, any of the above representation and warranty.

## **GENERAL**

Lodgment of this PAL with, where relevant, the “FORM OF TRANSFER AND NOMINATION” (Form B) purporting to have been signed by the person(s) in whose favour it 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 PALs and/or share certificates for the Rights Shares.

## **PERSONAL DATA COLLECTION**

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 (Chapter 486 of the Laws of Hong Kong) (the “**Ordinance**”) provides the holders of securities with rights to ascertain whether the Company or the Registrar holds their personal data, to obtain a copy of that data, and to correct any data that is inaccurate. In accordance with the 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 (i) the Company, at its registered office at 11th Floor, Lai Sun Commercial Centre, 680 Cheung Sha Wan Road, Kowloon, Hong Kong or as notified from time to time in accordance with applicable law, for the attention of the company secretary of the Company; or (ii) (as the case may be) the Registrar at its address set out above for the attention of Privacy Compliance Officer.

Yours faithfully,  
By order of the Board  
**Lai Sun Development Company Limited**  
**Chew Fook Aun**  
*Executive Director and Deputy Chairman*



# 麗新發展

麗新發展有限公司  
(於香港註冊成立之有限公司)  
(股份代號：488)

敬啟者：

## 緒言

茲提述麗新發展有限公司(「本公司」)所刊發日期為二零二二年十二月九日有關供股之章程(「章程」)。除文義另有所指外，章程所界定之詞彙與本文件所採用者具有相同涵義。根據本暫定配額通知書及章程所載之條款及條件，並在本公司之組織章程細則之規限下，董事已按於記錄日期(即二零二二年十二月八日(星期四))登記於閣下名下每持有兩(2)股現有股份可獲發一(1)股供股股份之基準，按每股供股股份1.64港元之認購價向閣下暫定配發若干數目之供股股份。閣下於記錄日期持有之股份數目載於表格甲之甲欄，而閣下獲暫定配發之供股股份數目則載於表格甲之乙欄。

## 供股股份

供股股份一經配發、發行及悉數繳足，將在各方面與當時已發行之股份享有同等權益，包括收取於繳足股款之供股股份配發日期或以後之記錄日期可能宣派、作出或派付之所有股息及分派之權利。

待供股股份(以未繳股款及繳足股款形式)獲批准於聯交所上市及買賣並符合香港結算之股份接納規定後，供股股份(以未繳股款及繳足股款形式)將獲香港結算接納為合資格證券，可自供股股份(以未繳股款及繳足股款形式)各自於聯交所開始買賣之日或香港結算釐定之有關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在其後第二個交易日在中央結算系統內進行交收。於中央結算系統內進行之一切活動必須依照不時生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。

供股須待(其中包括)包銷協議成為無條件且包銷商並無根據包銷協議之條款(有關概要載於章程「董事會函件—包銷協議—供股及包銷協議之條件」及「終止包銷協議」各節)終止包銷協議後，方可作實。因此，供股可能會亦可能不會進行。

## 接納及付款手續

閣下如欲全數接納供股股份之暫定配額，須按照本暫定配額通知書上印備之指示將本暫定配額通知書整份連同表格甲之丙欄所載接納時應全數繳足之港元股款，須不遲於二零二二年十二月二十三日(星期五)下午四時正(或於惡劣天氣情況下，於下文「惡劣天氣對接納供股股份與繳付股款之最後時限之影響」一段所述之較後時間或日期)前送達登記處卓佳登捷時有限公司，地址為香港夏慤道16號遠東金融中心17樓。所有股款須以港元繳付，並須以在香港持牌銀行戶口開出之支票或以香港持牌銀行發出之銀行本票支付。所有支票或銀行本票均須註明抬頭人為「Lai Sun Development Company Limited — Rights Issue Account」及以「只准入抬頭人賬戶」劃線方式開出。有關付款將構成根據本暫定配額通知書及章程之條款在本公司之組織章程細則之規限下接納供股股份之暫定配額。本公司將不會就有關股款另發收據。所有有關本暫定配額通知書之查詢均須寄交至本公司登記處之上述地址。

務請注意，除非原承配人或任何有效承讓暫定配額之人士如上文所述不遲於二零二二年十二月二十三日(星期五)下午四時正(或於惡劣天氣情況下，於下文「**惡劣天氣對接納供股股份與繳付股款之最後時限之影響**」一段所述之較後時間或日期)將已填妥之暫定配額通知書連同表格甲之丙欄所示之適當股款交回登記處以作登記，否則相關暫定配額及其項下之一切權利及配額將被視為已遭放棄及將予註銷。本公司毋須但可全權酌情將未有按照有關指示填妥之暫定配額通知書視作有效且對交回暫定配額通知書之人士或其代表具有約束力。本公司可於較後階段要求相關申請人將未填妥之暫定配額通知書填妥。

## 縮減機制

為避免無意引致全面收購建議責任及／或本公司之公眾持股量自章程日期起減少，合資格股東根據暫定配額通知書或由未繳股款供股股份之承讓人作出之全部供股股份申請，均須受本公司釐定之縮減機制所限並將根據該等申請由本公司縮減至自認購公佈日期起不會導致下列情況之有關水平之基準進行：(a)引致該等受影響申請人及／或受影響組別之申請人(連同與其一致行動之各方)之任何全面收購建議責任；及／或(b)引致本公司之公眾持股量自章程日期起減少。任何縮減暫定配額通知書股份之認購款項將會退還予受影響申請人，而縮減暫定配額通知書股份將由配售代理根據配售協議發售予獨立承配人。

有關縮減申請供股股份應基於以下原則以公平及公正基準進行：(a)倘由於一組一致行動合資格股東(「**受影響組別之股東**」)而非個別合資格股東之持股量超額而需縮減，則應參照受影響申請人於記錄日期所持有股份數目為受影響組別之股東成員分配暫定配額通知書項下申請份額；及(b)向不同受影響組別之股東及／或受影響個別合資格股東分配暫定配額通知書應參照受影響申請人及／或受影響組別之申請人於記錄日期所持有股份數目作出。

## 轉讓

閣下如欲轉讓 閣下根據本暫定配額通知書獲暫定配發之供股股份之全部認購權，必須填妥及簽署「轉讓及提名表格」(表格乙)，並將已填妥及簽署之暫定配額通知書送交承讓權利之人士或經手轉讓權利之人士。其後，承讓人須填妥及簽署「登記申請表格」(表格丙)，並須將本暫定配額通知書整份連同表格甲之丙欄所載接納時應繳付之全部股款不遲於二零二二年十二月二十三日(星期五)下午四時正(或於惡劣天氣情況下，於下文「**惡劣天氣對接納供股股份與繳付股款之最後時限之影響**」一段所述之較後時間或日期)前送達登記處卓佳登捷時有限公司，地址為香港夏慤道16號遠東金融中心17樓。

務請注意，閣下轉讓有關供股股份之認購權予承讓人及承讓人接納有關權利均須繳付香港從價印花稅。

## 分拆

閣下如僅欲接納部分暫定配額，或轉讓 閣下根據本暫定配額通知書獲暫定配發之供股股份之部分認購權，或向超過一名人士轉讓 閣下之部分或全部權利，則須不遲於二零二二年十二月十五日(星期四)下午四時三十分前將原暫定配額通知書整份交回及送達登記處卓佳登捷時有限公司(地址為香港夏慤道16號遠東金融中心17樓)予以註銷，登記處將會註銷原暫定配額通知書並按所需數目發出新暫定配額通知書。新暫定配額通知書將可於 閣下交回原暫定配額通知書後第二個營業日上午九時正後於上文所載登記處之地址領取。



## 惡劣天氣對接納供股股份與繳付股款之最後時限之影響

倘懸掛八號或以上熱帶氣旋警告信號「黑色」暴雨警告信號或香港政府所宣佈由超級颱風導致之「極端情況」，則接納供股股份與繳付股款之最後時限將不會按上述時間截止：

- (i) 在二零二二年十二月二十三日(星期五)中午十二時正(香港本地時間)前任何時間生效，但在中午十二時正後除下，在該情況下，接納供股股份與繳付股款之最後時限將順延至同一個營業日下午五時正；或
- (ii) 在二零二二年十二月二十三日(星期五)中午十二時正至下午四時正(香港本地時間)期間之任何時間生效，則在該情況下，接納供股股份與繳付股款之最後時限將改為下一個營業日(在該日上午九時正至下午四時正期間任何時間任何該等警告信號均無生效)下午四時正。

倘接納供股股份與繳付股款之最後時限並非二零二二年十二月二十三日(星期五)當日，則章程之「預期時間表」一節所提及之日期可能會受影響。預期時間表如有任何變動，本公司將在實際可行情況下儘快以公佈方式通知股東。

## 零碎配額

在任何情況下，未繳股款之零碎供股股份將不會暫定配發予任何合資格股東。倘可取得溢價(扣除開支後)則所有零碎供股股份將予匯總(並下調至最接近的股份整數)，而所有因該匯總所產生的未繳股款供股股份將於市場上出售，利益歸本公司所有，而所得款項淨額將撥歸本公司所有。概不會提供零碎股份對盤服務。

## 買賣現有股份及未繳股款供股股份之風險警告

務請注意，現有股份已自二零二二年十一月三十日(星期三)起按除權基準買賣。未繳股款供股股份將於二零二二年十二月十三日(星期二)至二零二二年十二月二十日(星期二)(包括首尾兩日)進行買賣。倘於二零二三年一月四日(星期三)下午四時正(或本公司與包銷商可能書面協定之其他日期)，任何一項供股條件未獲達成或豁免(如適用)或倘包銷商行使終止包銷協議之權利，則供股將不會進行。

截至供股之所有條件獲達成或豁免(如適用)之日(以及包銷商終止包銷協議之權利終止之日)，任何買賣現有股份及／或未繳股款供股股份之股東或其他人士，將因而承擔供股未必成為無條件或未必進行之風險。

本公司股東及潛在投資者於買賣現有股份及／或未繳股款供股股份時務須審慎行事。任何人士(包括本公司股東及潛在投資者)如對彼等狀況或將予採取之任何行動有任何疑問，建議諮詢彼等之專業顧問。

## 支票及銀行本票

所有支票或銀行本票將於收訖後過戶，而有關申請款項賺取之所有利息(如有)將撥歸本公司所有。在不影響本公司與此有關之其他權利之情況下，本公司保留拒絕受理任何隨附支票及／或銀行本票於首次過戶時未獲兌現之暫定配額通知書之權利，而在該情況下，該暫定配額及其項下一切權利將被視作已遭放棄及將予註銷。閣下申請認購供股股份時須繳付準確股款金額，任何未繳足股款申請將不獲受理。填妥本暫定配額通知書並連同繳付供股股份之股款支票或銀行本票一併交回(不論由合資格股東或任何指定承讓人交回)，即表示閣下保證支票或銀行本票可於首次過戶時兌現。

## 股票及供股之退款支票

待供股之先決條件達成或獲豁免(如適用)後，預期繳足股款供股股份之股票將於二零二三年一月十一日(星期三)或之前以普通郵遞方式寄送至有權接收股票之股東之登記地址，郵誤風險概由彼等自行承擔。每名股東(不包括香港中央結算(代理人)有限公司)將就所有獲配發之供股股份收取一張股票。倘包銷協議終止或並未成為無條件，則接納供股股份之退款支票將於二零二三年一月十一日(星期三)或之前以普通郵遞方式寄送至各股東之登記地址，郵誤風險概由彼等自行承擔。

## 終止包銷協議

倘發生以下事項，包銷商將有權於最後終止時間前隨時向本公司發出書面通知以終止包銷協議：

- (i) 包銷商合理認為發生以下事項已經或將會或可能會對本集團之整體業務、財務、供股之成功進行、供股於二手市場之買賣、經營狀況或前景造成重大不利影響，或令本公司或包銷商根據公佈及章程文件所擬定之條款及方式進行供股屬不可行、不適宜或不明智：
  - (a) 頒佈任何新法律或規例或現有法律或規例(或其司法詮釋)之任何變動或發生任何其他性質之事件；
  - (b) 發生任何地方、國家或國際之政治、軍事、金融、經濟、工業、法律、財政、規管或其他性質(不論是否與上述任何情況屬同類情況，或屬於任何地方、國家或國際之敵對行為或武裝衝突爆發或升級)之事件或變動(不論是否構成於包銷協議日期之前及／或之後發生或持續之一系列事件或變動之一部份)；
  - (c) 因特殊金融情況或其他原因導致聯交所、上海證券交易所、深圳證券交易所、倫敦證券交易所或紐約證券交易所全面禁止、暫停或限制證券買賣，或香港之任何證券結算或交收服務或香港之商業銀行活動出現任何重大中斷；
  - (d) 香港、美國、歐盟、英國或中國市況發生任何變動或同時出現各種情況(包括但不限於財政政策或貨幣政策或外匯或貨幣市場之任何變動，或證券買賣暫停或受嚴重限制)，而包銷商合理認為有關變動或情況將對供股造成重大損害，且會導致進行供股屬不可行、不明智或不適宜；
- (ii) 本公司撤回及／或聯交所拒絕本公司向聯交所主板申請批准供股股份(未繳股款及繳足股款)於聯交所上市及買賣；
- (iii) 本集團任何成員公司之業務或財務或經營狀況或前景出現任何重大不利變動或預期不利變動，而真誠行事之包銷商合理認為該等不利變動就供股而言乃屬重大；
- (iv) 發生或發現任何事宜，而倘於當時刊發章程，該等事宜將構成重大遺漏；
- (v) 本公司嚴重違反在包銷協議項下明文規定其須承擔之任何義務或承諾；

- (vi) 包銷商根據包銷協議獲通知或以其他方式得悉包銷協議所載之任何聲明或保證於作出時在任何重大方面失實或不準確，或倘按包銷協議所載重複作出時在任何重大方面將會失實或不準確，而包銷商合理認為上述任何失實聲明或保證顯示或可能顯示本集團整體業務、財政或經營狀況或前景出現重大及不利變動，或可能對供股造成重大及不利影響；或
- (vii) 包銷協議內所述之任何事項或事件發生或獲包銷商知悉後，本公司未能按照包銷商可能合理要求之方式(及(如適用)內容)即時發出任何公佈或通函(於寄發章程文件後)，以防止出現涉及本公司證券之虛假市場。

### 派發本暫定配額通知書及其他章程文件

暫定配額通知書將僅向合資格股東寄發。章程文件並未及將不會根據香港境外任何司法權區之適用證券法例進行登記或存檔。

本公司並無採取任何行動，以批准在香港境外任何地區提呈發售供股股份或派發章程文件。章程文件不得於可能違反任何司法權區之地方證券法例及法規之情況下向或自該司法權區派發、送交或送呈。因此，倘任何人士在香港境外任何地區接獲任何章程文件之文本，除非在該地區可合法提呈有關要約或邀請而毋須遵守其任何登記或其他法律或監管規定，否則不可視作提呈申請供股股份之要約或邀請。

於香港境外地區有意申請供股股份之合資格股東，須於取得認購供股股份之任何權利前自行遵守所有相關地區之法例及規例(包括取得任何政府或其他同意及就此繳付任何有關地區規定須繳付之稅項及徵費)。供股股份之每名認購人填妥、簽署及交回本暫定配額通知書，將被視為構成有關人士向本公司及包銷商作出之聲明及保證，表示有關當地註冊、法律及監管規定已獲全面遵守。閣下如對自身之情況有任何疑問，應諮詢閣下之專業顧問。倘本公司相信接納供股股份之任何申請將會觸犯任何司法權區之適用證券法例或其他法例或規例，則本公司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)有限公司概不作出任何上述聲明及保證或受其規限。

### 一般事項

本暫定配額通知書連同(如相關)宣稱由獲發本暫定配額通知書人士所簽署之「轉讓及提名表格」(表格乙)一經交回，即表示交回之人士或各方就處理本暫定配額通知書及收取分拆暫定配額通知書及／或供股股份之股票擁有最終所有權憑證。

## 個人資料收集

閣下填妥、簽署及交回本暫定配額通知書隨附之表格，即表示同意向本公司、登記處及／或彼等各自之顧問及代理披露個人資料及彼等所需有關閣下或閣下為其利益而接納供股股份之暫定配額之人士之任何資料。香港法例第486章個人資料(私隱)條例(「該條例」)賦予證券持有人權利向本公司或登記處確定是否持有彼等之個人資料、索取有關資料之文本及更正任何不準確之資料。根據該條例，本公司及登記處有權就處理任何查閱資料之要求收取合理費用。有關查閱資料或更正資料或有關政策及慣例以及持有資料種類之資料的所有要求，應寄往(i)本公司之註冊辦事處(地址為香港九龍長沙灣道六百八十號麗新商業中心十一樓，或根據適用法律不時作出通知之地點)並以本公司之公司秘書為收件人；或(ii)(視情況而定)登記處(按上文所載地址)並以私隱合規主任為收件人。

此 致

列位合資格股東 台照

承董事會命  
麗新發展有限公司  
執行董事兼副主席  
周福安  
謹啟

二零二二年十二月九日