

Form A  
表格甲

To be valid, the whole of this PAL must be returned.  
本暫定配額通知書必須整份交還，方為有效。

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

IMPORTANT  
重要提示

THIS PROVISIONAL ALLOTMENT LETTER (THE "PAL") IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PAL AND THE ACCOMPANYING EXCESS APPLICATION FORM (THE "EAF") EXPIRES AT 4:00 P.M. ON THURSDAY, 8 DECEMBER 2011.

本暫定配額通知書(「暫定配額通知書」)乃有價值及可轉讓，並須 閣下即時處理。本暫定配額通知書及隨附的額外申請表格(「額外申請表格」)所載的要約將於二零一一年十二月八日(星期四)下午四時正截止。

IF YOU ARE IN ANY DOUBT AS TO ANY ASPECT OF THIS PAL, OR AS TO THE ACTION TO BE TAKEN, OR IF YOU HAVE SOLD ALL OR PART OF YOUR SHARES IN LAI SUN DEVELOPMENT COMPANY LIMITED ("THE COMPANY"), YOU SHOULD CONSULT YOUR STOCKBROKER OR OTHER REGISTERED SECURITIES DEALER, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISERS.

閣下如對本暫定配額通知書的任何方面或應採取之行動有任何疑問，或 閣下如已出售麗新發展有限公司(「本公司」)之全部或部份股份，應諮詢 閣下的股票經紀或其他註冊證券商、銀行經理、律師、專業會計師或其他專業顧問。

REFERENCE IS MADE TO THE PROSPECTUS (THE "PROSPECTUS") ISSUED BY THE COMPANY DATED 24 NOVEMBER 2011 IN RELATION TO THE RIGHTS ISSUE. TERMS DEFINED IN THE PROSPECTUS SHALL HAVE THE SAME MEANINGS WHEN USED HEREIN UNLESS THE CONTEXT OTHERWISE REQUIRES.

茲提述本公司於二零一一年十一月二十四日就供股刊發之供股章程(「供股章程」)。除文義另有所指外，供股章程所界定詞彙與本通知書所採用者具有相同涵義。

A copy of the Prospectus, together with copies of this PAL, the EAF and the written consent of Ernst & Young, have been registered by the Registrar of Companies in Hong Kong as required by Section 38D of the Companies Ordinance. The Registrar of Companies in Hong Kong and the SFC take no responsibility as to the contents of any of the documents referred to above.

供股章程連同本暫定配額通知書、額外申請表格及安永會計師事務所之同意書，已遵照公司條例第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及證監會對任何上述文件之內容概不負責。

Dealings in the Shares and Rights Shares in their nil-paid and fully-paid forms may be settled through CCASS operated by HKSCC and you should consult your stockbroker or other registered securities dealer, 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.

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，有關該等交收安排之詳情以及該等安排對 閣下之權利及權益可能造成之影響，敬請諮詢 閣下之股票經紀或其他註冊證券商、銀行經理、律師、專業會計師或其他專業顧問。

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both 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 on the Stock Exchange or such other date as determined by HKSCC. Settlement of transactions between the 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.

倘未繳股款及繳足股款供股股份獲准於聯交所上市及買賣，並符合香港結算之證券收納規定，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，自供股股份於聯交所之各自開始買賣日期或於香港結算訂定之其他日期起，可於中央結算系統內寄存、結算及交收。聯交所參與者間於任何交易日之交易必須於其後第二個交易日於中央結算系統交收。於中央結算系統內之所有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。

Hong Kong Exchanges and Clearing Limited, the Stock Exchange and 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.

香港交易所及結算有限公司、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聲明，並明確表示，概不就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。



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)

Registered Office:  
11th Floor  
Lai Sun Commercial Centre  
680 Cheung Sha Wan Road  
Kowloon  
Hong Kong

註冊辦事處:  
香港  
九龍  
長沙灣道680號  
麗新商業中心  
11樓

Share Registrar:  
Tricor Tengis Limited  
26th Floor  
Tesbury Centre  
28 Queen's Road East  
Wanchai  
Hong Kong

股份登記處:  
卓佳登捷時有限公司  
香港  
灣仔  
皇后大道東28號  
金鐘匯中心  
26樓

RIGHTS ISSUE OF 5,900,850,966 RIGHTS SHARES AT THE SUBSCRIPTION PRICE

OF HK\$0.09 EACH ON THE BASIS OF

5 RIGHTS SHARES FOR EVERY 12 EXISTING SHARES HELD ON THE RECORD DATE

以每股0.09港元之認購價供股發行5,900,850,966股供股股份

基準為於記錄日期每持有12股現有股份

獲配5股供股股份

PAYABLE IN FULL ON ACCEPTANCE NOT LATER THAN 4:00 P.M. ON THURSDAY, 8 DECEMBER 2011

股款須於二零一一年十二月八日(星期四)下午四時正前接納時全數繳足

PROVISIONAL ALLOTMENT LETTER

暫定配額通知書

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

Number of Share(s) registered in your name(s) on Wednesday, 23 November 2011  
於二零一一年十一月二十三日(星期三)登記於 閣下名下的股份數目

BOX A  
甲欄

Form for recording the number of shares registered in the shareholder's name on Wednesday, 23 November 2011.

Number of Rights Shares provisionally allotted to you subject to payment in full on acceptance not later than 4:00 p.m. on Thursday, 8 December 2011

BOX B  
乙欄

Form for recording the number of rights shares provisionally allotted to the shareholder subject to full payment by Thursday, 8 December 2011.

Total subscription monies payable  
應繳認購股款總額

BOX C  
丙欄  
HK\$  
港元

Form for recording the total subscription monies payable in Hong Kong dollars.

TO ACCEPT THIS PROVISIONAL ALLOTMENT OF RIGHTS SHARES IN FULL, YOU MUST LODGE THIS PAL TOGETHER WITH A REMITTANCE FOR THE FULL AMOUNT PAYABLE ON ACCEPTANCE SHOWN IN BOX C ABOVE SO AS TO BE RECEIVED BY THE REGISTRAR NOT LATER THAN 4:00 P.M. ON THURSDAY, 8 DECEMBER 2011. REMITTANCES MUST BE MADE BY CHEQUE OR CASHIER'S ORDER IN HONG KONG DOLLARS. CHEQUES MUST BE DRAWN ON A BANK ACCOUNT WITH, AND CASHIER'S ORDERS 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 SET OUT OVERLEAF. NO RECEIPT WILL BE GIVEN.

麗新發展有限公司(「本公司」)之董事(「董事」)謹此通知 閣下，倘 閣下欲接納 閣下獲配之供股股份，則 閣下須將本通知書連同 閣下應繳之全數股款，於二零一一年十二月八日(星期四)下午四時正前交回本公司之股份登記處，所有股款須以匯兌支票或銀行本票支付，支票須以香港之持牌銀行戶口開出，而銀行本票須由香港之持牌銀行發出，並註明抬頭人為「麗新發展有限公司-認購供股款專戶」，支票或銀行本票須以「本公司」為抬頭人，支票或銀行本票須以「本公司」為收款人。本公司概不發出收據。

The Rights Issue is conditional upon (i) the Underwriting Agreement becoming unconditional and not being terminated; and (ii) permission to deal in and listing of all Rights Shares (in their nil-paid and fully-paid forms) being granted by the Stock Exchange and not being withdrawn or revoked prior to the Latest Time for Termination. If any of the conditions (as set out in the section headed "Letter from the Board - Underwriting Arrangement - Conditions of the Rights Issue and the Underwriting Agreement" in the Prospectus) of the Rights Issue is not fulfilled, the Rights Issue will not proceed.

倘 閣下獲配之供股股份為未繳股款及繳足股款形式，並與 閣下交收之供股股份(未繳股款及繳足股款)上市及買賣，自該供股股份上市起至 閣下接納該等供股股份時止，方可買賣。倘 閣下接納該等供股股份時，供股股份之認購條件尚未達成，則供股將不會進行。

It should be noted that the Underwriter may, upon giving notice in writing to the Company, terminate the Underwriting Agreement with immediate effect at any time prior to the Latest Time for Termination, upon occurrence of any of the following events:

- (a) any material breach of any of the warranties or the undertakings contained in the Underwriting Agreement comes to the knowledge of the Underwriter, or there has been a material breach on the part of the Company or LSG of any other provision of the Underwriting Agreement, or the Underwriter has cause to believe that any such breach has occurred or that any matter has arisen which might be expected to give rise to such breach or a claim; or
- (b) there occurs an event or circumstance on or after the date of the Underwriting Agreement and prior to the Latest Time for Termination which, if it had occurred or arisen before the date of the Underwriting Agreement, would have rendered any of the warranties untrue, incorrect, incomplete or misleading in any material respect; or
- (c) any statement contained in the Prospectus has become or been discovered to be untrue, incorrect, incomplete or misleading in any material respect, or matters have arisen or have been discovered which would, if the Prospectus was to be issued at the time, constitute a material omission therefrom; or
- (d) the Company is required to produce a supplementary prospectus pursuant to Rule 11.13 of the Listing Rules; or
- (e) there is any adverse change or prospective adverse change in the business, conditions, results of operations, management, shareholders' equity or in the financial or trading position of the Group which, in the sole opinion of the Underwriter acting in good faith, is, or may be materially adverse to the context of the Rights Issue; or
- (f) permission to deal in and listing of all the Rights Shares (in their nil-paid and fully-paid forms) has been withdrawn by the Stock Exchange; or
- (g) any suspension of dealings in the Shares for a period of three consecutive Business Days or longer (other than pending publication of announcements in respect of the Rights Issue); or
- (h) there has occurred, happened, come into effect or comes to the knowledge of the Underwriter any event, series of events or circumstances concerning or relating to (whether or not foreseeable):
  - (i) any change in, or any event or series of events likely to result in any change in, (whether or not permanent), local, national or international financial, political, military, industrial, economic, legal, fiscal, regulatory or securities market matters or conditions or currency exchange rates or exchange controls in or affecting the PRC, Hong Kong, the European Union (or any member thereof) or the United States; or
  - (ii) any event or circumstance in the nature of force majeure (including, without limitation, any act of terrorism, economic sanctions, strike or lock-out (whether or not covered by insurance), riot, fire, explosion, flooding, earthquake, civil commotion, act or declaration of war, outbreak or escalation of hostilities (whether or not war is or has been declared), act of terrorism (whether or not responsibility has been claimed), act of God, pandemic, epidemic, outbreak of infectious disease, declaration of a state of emergency or calamity or crisis, in or affecting the PRC, Hong Kong, the European Union (or any member thereof) or the United States; or
  - (iii) the declaration of a banking moratorium by PRC, Hong Kong, the European Union (or any member thereof) or United States authorities; or
  - (iv) any moratorium, suspension or restriction on trading in shares or securities generally, or the establishment of minimum prices, on the Stock Exchange, the Shanghai Stock Exchange, London Stock Exchange, the New York Stock Exchange, Inc. or NASDAQ, or any major disruption of any securities settlement or clearing services in Hong Kong; or
  - (v) any new law or regulation or any change, or any development involving a prospective change, in existing laws or regulations in Hong Kong or any other place in which any member of the Group conducts or carries on business, the effect of which tends and circumstances referred to in this paragraph (h), individually or in the aggregate (in the sole opinion of the Underwriter acting in good faith); (1) is or may be materially adverse to, or prejudicially affect, the Group as a whole or the Rights Issue; or (2) makes or may make it indivisible or inexpedient to proceed with the Rights Issue on the terms and in the manner contemplated in the Announcement and the Rights Issue Documents.

倘發生或發生任何上述事件，則 閣下獲配之供股股份將被註銷，而 閣下應繳之全數股款將退還 閣下。倘 閣下接納 閣下獲配之供股股份，則 閣下須將本通知書連同 閣下應繳之全數股款，於二零一一年十二月八日(星期四)下午四時正前交回本公司之股份登記處，所有股款須以匯兌支票或銀行本票支付，支票須以香港之持牌銀行戶口開出，而銀行本票須由香港之持牌銀行發出，並註明抬頭人為「麗新發展有限公司-認購供股款專戶」，支票或銀行本票須以「本公司」為抬頭人，支票或銀行本票須以「本公司」為收款人。本公司概不發出收據。

本暫定配額通知書之條件包括：(i) 認購供股股份之認購協議成為無條件且未被終止；及(ii) 獲准在聯交所及上市及買賣所有供股股份(以未繳股款及繳足股款形式)之權利，且該等權利在 閣下接納 閣下獲配之供股股份時未被撤回或廢止。倘上述任何條件(如招股章程「董事會函件-認購供股股份之條件及認購協議」中所述)之任何條件未能獲履行，則供股將不會進行。

應注意，認購供股股份之認購協議可隨時終止，且 閣下獲配之供股股份將被註銷，而 閣下應繳之全數股款將退還 閣下。倘 閣下接納 閣下獲配之供股股份，則 閣下須將本通知書連同 閣下應繳之全數股款，於二零一一年十二月八日(星期四)下午四時正前交回本公司之股份登記處，所有股款須以匯兌支票或銀行本票支付，支票須以香港之持牌銀行戶口開出，而銀行本票須由香港之持牌銀行發出，並註明抬頭人為「麗新發展有限公司-認購供股款專戶」，支票或銀行本票須以「本公司」為抬頭人，支票或銀行本票須以「本公司」為收款人。本公司概不發出收據。

It should be noted that the Underwriter may, upon giving notice in writing to the Company, terminate the Underwriting Agreement, with immediate effect at any time prior to the Latest Time for Termination, upon occurrence of any of the following events:

- (a) any material breach of any of the warranties or the undertakings contained in the Underwriting Agreement comes to the knowledge of the Underwriter, or there has been a material breach on the part of the Company or LSG of any other provision of the Underwriting Agreement, or the Underwriter has cause to believe that any such breach has occurred or that any matter has arisen which might be expected to give rise to such breach or a claim; or
- (b) there occurs an event or circumstance on or after the date of the Underwriting Agreement and prior to the Latest Time for Termination which, if it had occurred or arisen before the date of the Underwriting Agreement, would have rendered any of the warranties untrue, incorrect, incomplete or misleading in any material respect; or
- (c) any statement contained in the Prospectus has become or been discovered to be untrue, incorrect, incomplete or misleading in any material respect, or matters have arisen or have been discovered which would, if the Prospectus was to be issued at the time, constitute a material omission therefrom; or
- (d) the Company is required to produce a supplementary prospectus pursuant to Rule 11.13 of the Listing Rules; or
- (e) there is any adverse change or prospective adverse change in the business, conditions, results of operations, management, shareholders' equity or in the financial or trading position of the Group which, in the sole opinion of the Underwriter acting in good faith, is, or may be materially adverse to the context of the Rights Issue; or
- (f) permission to deal in and listing of all the Rights Shares (in their nil-paid and fully-paid forms) has been withdrawn by the Stock Exchange; or
- (g) any suspension of dealings in the Shares for a period of three consecutive Business Days or longer (other than pending publication of announcements in respect of the Rights Issue); or
- (h) there has occurred, happened, come into effect or comes to the knowledge of the Underwriter any event, series of events or circumstances concerning or relating to (whether or not foreseeable):
  - (i) any change in, or any event or series of events likely to result in any change in, (whether or not permanent), local, national or international financial, political, military, industrial, economic, legal, fiscal, regulatory or securities market matters or conditions or currency exchange rates or exchange controls in or affecting the PRC, Hong Kong, the European Union (or any member thereof) or the United States; or
  - (ii) any event or circumstance in the nature of force majeure (including, without limitation, any act of terrorism, economic sanctions, strike or lock-out (whether or not covered by insurance), riot, fire, explosion, flooding, earthquake, civil commotion, act or declaration of war, outbreak or escalation of hostilities (whether or not war is or has been declared), act of terrorism (whether or not responsibility has been claimed), act of God, pandemic, epidemic, outbreak of infectious disease, declaration of a state of emergency or calamity or crisis, in or affecting the PRC, Hong Kong, the European Union (or any member thereof) or the United States; or
  - (iii) the declaration of a banking moratorium by PRC, Hong Kong, the European Union (or any member thereof) or United States authorities; or
  - (iv) any moratorium, suspension or restriction on trading in shares or securities generally, or the establishment of minimum prices, on the Stock Exchange, the Shanghai Stock Exchange, London Stock Exchange, the New York Stock Exchange, Inc. or NASDAQ, or any major disruption of any securities settlement or clearing services in Hong Kong; or
  - (v) any new law or regulation or any change, or any development involving a prospective change, in existing laws or regulations in Hong Kong or any other place in which any member of the Group conducts or carries on business, the effect of which tends and circumstances referred to in this paragraph (h), individually or in the aggregate (in the sole opinion of the Underwriter acting in good faith); (1) is or may be materially adverse to, or prejudicially affect, the Group as a whole or the Rights Issue; or (2) makes or may make it indivisible or inexpedient to proceed with the Rights Issue on the terms and in the manner contemplated in the Announcement and the Rights Issue Documents.

倘發生或發生任何上述事件，則 閣下獲配之供股股份將被註銷，而 閣下應繳之全數股款將退還 閣下。倘 閣下接納 閣下獲配之供股股份，則 閣下須將本通知書連同 閣下應繳之全數股款，於二零一一年十二月八日(星期四)下午四時正前交回本公司之股份登記處，所有股款須以匯兌支票或銀行本票支付，支票須以香港之持牌銀行戶口開出，而銀行本票須由香港之持牌銀行發出，並註明抬頭人為「麗新發展有限公司-認購供股款專戶」，支票或銀行本票須以「本公司」為抬頭人，支票或銀行本票須以「本公司」為收款人。本公司概不發出收據。

Shareholders should note that the existing Shares have been dealt in on an ex-gratis basis on the Stock Exchange from Friday, 18 November 2011. The Rights Shares in their nil-paid form will be dealt in from Monday, 28 November 2011 to Monday, 5 December 2011 (both days inclusive). 股東應注意，現時在聯交所買賣之現有股份乃以無償方式。供股股份之未繳股款形式將於二零一一年十一月二十八日(星期一)至二零一一年十二月五日(星期一)(包括首尾兩日)買賣。

Any dealings in the Shares from the date of the Prospectus up to the date on which all the conditions of the Rights Issue are fulfilled, which is currently expected to be 5:00 p.m. Tuesday, 13 December 2011, and any dealings in the Rights Shares in their nil-paid form between Monday, 28 November 2011 to Monday, 5 December 2011 (both days inclusive) are accordingly subject to the risk that the Rights Issue may not become unconditional or may not proceed. Shareholders and potential investors should therefore exercise caution when dealing in the Shares or Rights Shares in their nil-paid form, and if they are in any doubt about their position, they are recommended to consult their professional advisers. 倘供股股份之條件未能獲履行或供股未能進行，則 閣下買賣現有股份或認購供股股份之行為，將受此項風險所影響。因此，股東及潛在投資者買賣現有股份或認購供股股份時，務必須審慎。倘 閣下對其情況有任何疑問，務請諮詢其專業顧問。



# LAI SUN DEVELOPMENT

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

(Stock Code: 488)

24 November 2011

Dear Qualifying Shareholder(s),

## INTRODUCTION

Reference is made to the prospectus (the "Prospectus") issued by Lai Sun Development Company Limited (the "Company") dated 24 November 2011 in relation to the Rights Issue and this PAL. Terms defined in the Prospectus shall have the same meanings when used herein unless the context otherwise requires. In accordance with the terms and subject to the conditions as set out in the Prospectus and this PAL, the Directors have provisionally allotted to you the number of Rights Shares the Company indicated on the front page of this PAL on the basis of 5 Rights Shares for every 12 existing Shares registered in your name in the register of members of the Company at 5:00 p.m. on the Record Date (that is, Wednesday, 23 November 2011). Your holding of Share(s) as at the Record Date is set out in Box A and the number of Rights Shares provisionally allotted to you is set out in Box B.

The Prospectus, this PAL and the EAF have not been and will not be registered and/or filed under the applicable securities or equivalent legislation of any jurisdictions other than Hong Kong. The Prospectus (without this PAL and the EAF) has been sent to the Non-Qualifying Shareholders for their information and provision of the Prospectus, this PAL and the EAF have not been sent to the Non-Qualifying Shareholders who are known by the Company to be resident in the United States or Malaysia. No action has been taken to permit the offering of the Rights Issue to the Non-Qualifying Shareholders.

No person receiving a copy of the Prospectus or any of the PALs or the EAFs in any territory or jurisdiction other than the Included Jurisdictions may treat it as an offer or invitation to apply for the Rights Shares or excess Rights Shares, unless in a territory or jurisdiction where such an offer or invitation could lawfully be made without compliance with any registration or other legal and regulatory requirements. It is the responsibility of any person (including, without limitation, custodian, nominee, agent and trustee) receiving the Prospectus or any of the PALs or the EAFs and wishing to take up the Rights Shares or make an application for the excess Rights Shares to satisfy himself/herself/itself as to the full observance of the laws and regulations of any relevant territory or jurisdiction, including the obtaining of any governmental or other consents or compliance with other formalities required in such territory or jurisdiction and to pay any taxes, duties and other amounts required to be paid in such territory or jurisdiction in connection therewith. No application for excess Rights Shares will be accepted from any Non-Qualifying Shareholders. The Company reserves the right to treat as invalid any acceptance of or applications for Rights Shares where it believes that such acceptance or application would violate the applicable securities or other laws or regulations of any territory or jurisdiction.

Receipt of the Prospectus and/or this PAL and/or an EAF or the crediting of nil-paid Rights Shares to any stock account (including in CCASS) does not and will not constitute an offer in any jurisdictions in which it would be illegal to make an offer and, in those circumstances, the Prospectus and/or this PAL and/or an EAF must be treated as sent for information only and should not be copied or redistributed. Persons (including, without limitation, agents, custodians, nominees and trustees) who receive a copy of the Prospectus and/or this PAL and/or an EAF or whose stock account in CCASS is credited with nil-paid Rights Shares should not, in connection with the Rights Issue, distribute or send the same in, into or from, or transfer nil-paid Rights Shares to any person in, into or from, any jurisdiction outside the Included Jurisdictions. If this PAL or an EAF or a credit of nil-paid Rights Shares in CCASS is received by any person in any such territory, or by his/her/its agent, custodian, nominee or trustee, he/she/it should not seek to take up the rights referred to in this PAL or transfer this PAL (or apply for any excess Rights Shares under the EAF) or transfer the nil-paid Rights Shares in CCASS unless the Company, in its absolute discretion, determines that such actions would not violate applicable legal or regulatory requirements. Any person (including, without limitation, agents, custodians, nominees and trustees) who does forward the Prospectus and/or this PAL and/or an EAF in, into or from, any jurisdiction outside the Included Jurisdiction (whether under a contractual or legal obligation or otherwise) should draw the recipient's attention to the contents of this section.

Notwithstanding any other provision in the Prospectus, this PAL and the EAF, the Company reserves the right to permit any Shareholder (whether as a direct holder or beneficial owner) whose registered address is in, or who is otherwise resident in, a jurisdiction other than Hong Kong to take up his/her/its rights if the Company, in its absolute discretion, is satisfied that the transaction in question is exempt from or not subject to the legislation or regulations in that jurisdiction which would otherwise give rise to restrictions upon the offer or take-up of rights in that jurisdiction.

Any acceptance of the Rights Shares or any application for excess Rights Shares by any person will be deemed to constitute a representation and warranty from such person to the Company that the laws and requirements of the relevant territory or jurisdiction have been fully complied with. If you are in doubt as to your position, you should consult your professional advisers.

## RIGHTS SHARES

The Rights Shares (when allotted, issued and fully paid) will rank pari passu with the existing Shares in issue in all respects.

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both 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 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 on the Stock Exchange or such other date 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.

## PROCEDURES FOR ACCEPTANCE AND PAYMENT

To take up your provisional allotment of Rights Shares in full, you must lodge this PAL, together with a remittance for the full amount payable on acceptance, as shown in Box C, with the Registrar, Tricor Tengis Limited, at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong not later than 4:00 p.m. on Thursday, 8 December 2011. **All remittances must be made by cheque or cashier's order in Hong Kong dollars. Cheques must be drawn on a bank account with, and cashier's orders 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 on the terms of this PAL and the Prospectus and subject to the memorandum and 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 Registrar at the above address.

It should be noted that unless this PAL, together with the appropriate remittance shown in Box C, have been lodged with the Registrar by 4:00 p.m. on Thursday, 8 December 2011, whether by the original allottee or any person to whom the rights have been validly transferred, that provisional allotment and all rights and entitlements thereunder will be deemed to have been declined and will be cancelled.

## TRANSFER AND SPLITTING

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 this PAL to the transferee(s) or the person 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, together with a remittance for the full amount payable on acceptance as set out in Box C, with the Registrar, Tricor Tengis Limited, at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong not later than 4:00 p.m. on Thursday, 8 December 2011. Dealings in the Rights Shares (in both nil-paid and fully-paid forms) will be subject to the payment of stamp duty, Stock Exchange trading fee, SFC transaction levy and any other applicable fees and charges in Hong Kong.

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 to you hereunder or to transfer all or part of your rights to more than one person, this original PAL must be surrendered and lodged for cancellation on or after 9:00 a.m. on Wednesday, 30 November 2011 with the Registrar, Tricor Tengis Limited at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong, who will cancel this original PAL and issue new PALs in the denominations required which will be available for collection at the Registrar, after 9:00 a.m. on the second Business Day after the surrender of this original PAL. Dealings in the Rights Shares (in both nil-paid and fully-paid forms) will be subject to the payment of stamp duty, Stock Exchange trading fee, SFC transaction levy and any other applicable fees and charges in Hong Kong.

**All remittances must be made by cheque or cashier's order in Hong Kong dollars. Cheques must be drawn on a bank account with, and cashier's orders 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".** No receipt will be given for such remittances.

## FRACTIONS OF THE RIGHTS SHARES

The Company has not provisionally allotted and will not accept application for any fraction of the Rights Shares. No odd lot matching services will be provided. All fractions of Rights Shares have been aggregated (rounded down to the nearest whole number). All nil-paid Rights Shares arising from such aggregation have been provisionally allotted to the Underwriter or its nominee, and will be sold in the market and the proceeds will be retained by the Company for its own benefit, if a premium (net of expenses) can be obtained. Any unsold Rights Shares arising from such aggregation will be made available for excess application by the Qualifying Shareholder (other than the Undertaking Shareholders and the LSG Subsidiaries).

## CONDITIONS OF THE RIGHTS ISSUE AND TERMINATION OF THE UNDERWRITING AGREEMENT

The Rights Issue is conditional upon (i) the Underwriting Agreement becoming unconditional and not being terminated and (ii) permission to deal in and listing of all Rights Shares (in their nil-paid and fully-paid forms) being granted by the Stock Exchange and not being withdrawn or revoked prior to the Latest Time for Termination. If any of the conditions (as set out in the section headed "Letter from the Board – Underwriting Arrangement – Conditions of the Rights Issue and the Underwriting Agreement" in the Prospectus) of the Rights Issue is not fulfilled, the Rights Issue will not proceed.

It should be noted that the Underwriter may, upon giving notice in writing to the Company, terminate the Underwriting Agreement with immediate effect at any time prior to the Latest Time for Termination, upon occurrence of any of the following events:

- any material breach of any of the warranties or the undertakings contained in the Underwriting Agreement comes to the knowledge of the Underwriter, or there has been a material breach on the part of the Company or LSG of any other provision of the Underwriting Agreement, or the Underwriter has caused to believe that any such breach has occurred or that any matter has arisen which might be expected to give rise to such breach or a claim; or
- there occurs an event occurring or matter arising on or after the date of the Underwriting Agreement and prior to the Latest Time for Termination which, if it had occurred or arisen before the date of the Underwriting Agreement, would have rendered any of the warranties untrue, incorrect, incomplete or misleading in any material respects; or
- any statement contained in the Prospectus has become or been discovered to be untrue, incorrect, incomplete or misleading in any material respect, or matters have arisen or have been discovered which would, if the Prospectus was to be issued at the time, constitute a material omission therefrom; or
- the Company is required to produce a supplementary prospectus pursuant to Rule 11.13 of the Listing Rules; or
- there is any adverse change or prospective adverse change in the business, condition, results of operations, management, shareholders' equity or in the financial or trading position of the Group which, in the sole opinion of the Underwriter acting in good faith, is or may be materially adverse in the context of the Rights Issue; or
- permission to deal in and listing of all the Rights Shares (in their nil-paid and fully-paid forms) has been withdrawn by the Stock Exchange; or
- any suspension of dealings in the Shares for a period of three consecutive Business Days or longer (other than pending publication of announcements in respect of the Rights Issue); or
- there has occurred, happened, come into effect or comes to the knowledge of the Underwriter any event, series of events or circumstances concerning or relating to (whether or not foreseeable):
  - any change in, in any event or series of events likely to result in any change in, (whether or not permanent) local, national or international financial, political, military, industrial, economic, legal, fiscal, regulatory or securities market matters or conditions or currency exchange rates or exchange controls in or affecting the PRC, Hong Kong, the European Union (or any member thereof) or the United States; or
  - any event or circumstance in the nature of force majeure (including, without limitation, any act of government, economic sanctions, strike or lock-out (whether or not covered by insurance), riot, fire, explosion, flooding, earthquake, civil commotion, act or declaration of war, outbreak or escalation of hostilities (whether or not war is or has been declared), act of terrorism (whether or not responsibility has been claimed), act of God, pandemic, epidemic, outbreak of infectious disease, declaration of a state of emergency or calamity or crisis, in or affecting the PRC, Hong Kong, the European Union (or any member thereof) or the United States; or
  - the declaration of a banking moratorium by PRC, Hong Kong, the European Union (or any member thereof) or United States authorities; or
  - any moratorium, suspension or restriction on trading in shares or securities generally, or the establishment of minimum prices, on the Stock Exchange, the Shanghai Stock Exchange, London Stock Exchange plc, the New York Stock Exchange, Inc. or NASDAQ, or any major disruption of any securities settlement or clearing services in Hong Kong; or
  - any new law or regulation or any change, or any development involving a prospective change, in existing laws or regulations in Hong Kong or any other place in which any member of the Group conducts or carries on business, the effect of which events and circumstances referred to in this paragraph (h), individually or in the aggregate (in the sole opinion of the Underwriter acting in good faith): (1) is or may be materially adverse to, or prejudicially affects or may prejudicially affect, the Group as a whole or the Rights Issue; or (2) makes or may make it inexpedient to proceed with the Rights Issue on the terms and in the manner contemplated in the Announcement and the Rights Issue Documents.

If prior to the Latest Time for Termination, the Underwriter terminates the Underwriting Agreement, the Rights Issue will not proceed. Further announcement(s) will be made if the Underwriting Agreement is terminated by the Underwriter.

## CHEQUES AND CASHIER'S ORDERS

All cheques or cashier's orders will be presented for payment immediately upon receipt and all interest earned on such monies will be retained for the benefit of the Company. Completion and lodgment of this PAL together with a cheque or cashier's order in payment for the Rights Shares being applied for will constitute a warranty by the applicant that the cheque or cashier's order will be honoured on first presentation. Without prejudice to its other rights in respect thereof, the Company reserves the right to reject any PAL in respect of which the cheque or cashier's order is dishonoured on first presentation, and in that event the provisional allotment and all rights and entitlements thereunder will be deemed to have been declined and will be cancelled.

## SHARE CERTIFICATES AND REFUND CHEQUES

Subject to the fulfillment of the conditions of the Rights Issue as set out in the paragraph headed "Conditions of the Rights Issue and the Underwriting Agreement" in the Letter from the Board contained in the Prospectus, certificates for all fully-paid Rights Shares are expected to be posted by ordinary post on or before Friday, 16 December 2011 to those persons who have paid for and accepted (and applied for, as appropriate) the Rights Shares, at their own risk. You will receive one share certificate for all the Rights Shares issued to you.

Refund cheques in respect of wholly or partially unsuccessful applications for excess Rights Shares (if any) are expected to be posted by ordinary post at your own risk to your registered address, or other persons entitled thereto, on or before Friday, 16 December 2011.

## EXCESS RIGHTS SHARES

If you wish to apply for any Rights Shares in addition to your provisional allotment under the Rights Issue, you must complete and sign the accompanying EAF and lodge it, together with a separate remittance for the excess Rights Shares being applied for, in accordance with the instructions set out in it, with the Registrar, Tricor Tengis Limited, at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong so as to be received not later than 4:00 p.m. on Thursday, 8 December 2011. **All remittances must be made by cheque or cashier's order in Hong Kong dollars. Cheques must be drawn on a bank account with, and cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "LAI SUN DEVELOPMENT COMPANY LIMITED – EXCESS APPLICATION ACCOUNT" and crossed "Account Payee Only".** No receipt will be given for such remittances.

The Board will, upon consultation with the Underwriter, allocate the excess Rights Shares being applied for at its discretion and on a fair and equitable basis and on the following principles:

- subject to the availability of excess Rights Shares, preference will be given to applications for topping-up odd-lot holdings to whole-lot holdings where it appears to the Directors that such applications are not made with the intention to abuse such mechanism; and
- subject to the availability of excess Rights Shares after allocation under principle (1) above, the excess Rights Shares will be allocated to the Qualifying Shareholders (other than the Undertaking Shareholders and the LSG Subsidiaries) based on a sliding scale with reference to the Rights Issue; or (2) makes or may make it inexpedient to proceed with the Rights Issue on the terms and in the manner contemplated in the Announcement and the Rights Issue Documents.

## REPRESENTATIONS AND WARRANTIES

By completing, signing and submitting this PAL, each subscriber of Rights Shares hereby represents and warrants to the Company and the Underwriter and to any person acting on their behalf, unless in their sole discretion the Company and the Underwriter waive such requirement:

- He/she/it was a Shareholder(s) at 5:00 p.m. on the Record Date, or he/she/it lawfully acquired or may lawfully acquire the rights, directly or indirectly, from such a person;
- He/she/it may lawfully be offered to, obtain, subscribe for and receive the rights and/or the Rights Shares in the jurisdiction in which he/she/it resides or is currently located;
- He/she/it is not resident or located in, or a citizen of, the US;
- He/she/it is not accepting an offer to acquire or take up the rights or Rights Shares on a non-discretionary basis for a person who is resident or located in, or a citizen of, the US at the time the instruction to accept was given;
- He/she/it is acquiring the rights and/or the Rights Shares in an "offshore transaction" as defined in Regulation S under the US Securities Act;
- He/she/it has not been offered the Rights Shares by means of any "directed selling efforts" as defined in Regulation S under the US Securities Act;
- He/she/it is not acquiring rights or Rights Shares with a view to the offer, sale, transfer, delivery or distribution, directly or indirectly, of such rights or Rights Shares into the US; and
- He/she/it understands that neither the rights nor the Rights Shares have been or will be registered under the US Securities Act or with any securities regulatory authority of any state, territory, or possession of the US and the rights and Rights Shares are being distributed and offered only outside the US in reliance on Regulation S under the US Securities Act. Consequently he/she/it understands the rights or Rights Shares may not be offered, sold, pledged or otherwise transferred in or into the US, except in reliance on an exemption from, or in transactions not subject to, the registration requirements of the US Securities Act.

## GENERAL

Lodgment 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 a split letter of allotment and/or the relative certificates for Rights Shares. Further copy of the Prospectus are available at the Registrar, Tricor Tengis Limited, at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong. All documents, including cheques for refund, will be sent by ordinary post at the risk of the relevant applicants or other persons entitled thereto. This PAL and all acceptances of the offer contained in it shall be governed by and construed in accordance with the laws of Hong Kong.

Your faithfully,  
For and on behalf of  
**Lai Sun Development Company Limited**  
Dr. Lam Kin Ngok, Peter  
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」)於二零一一年十一月二十四日就供股刊登之供股章程(「供股章程」)及本暫定配額通知書。除文義另有所指外，供股章程所界定詞彙與本通知書所採用者具有相同涵義。根據供股章程及本暫定配額通知書所載條款及其所附條件之規下，董事已向 閣下暫定配額通知書首頁所示數目的本公司供股股份，基準為於記錄日期(即二零一一年十一月二十三日(星期三))下午五時正以 閣下名義在本公司股東名冊上登記之每12股現有股份可獲配5股供股股份。 閣下於記錄日期將重列於附錄，而 閣下所獲暫定配額之供股股份數目則列於乙欄。

供股章程、本暫定配額通知書及額外申請表格並無亦不會根據香港以外任何司法權區之適用證券法或同等法律登記及/或存檔，已向不合資格股東寄發供股章程(並無隨附本暫定配額通知書及額外申請表格)，以僅供彼等參考。惟並無向據本公司所知居於英國或馬來西亞之不合資格股東寄發供股章程。本暫定配額通知書及額外申請表格，概無採取尋求批准向不合資格股東進行供股的行動。

於適用司法權區以外的任何地區或司法權區之人士倘獲提供章程或任何暫定配額通知書或額外申請表格，不得視之為申請供股股份或額外供股股份之要約或邀請，但在毋須遵守任何登記或其他法律及監管規定之情況下便可合法提出有關要約或邀請之地區或司法權區則另當別論。在香港以外地區獲提供章程或任何暫定配額通知書或額外申請表格而擬接納供股股份或申請額外供股股份之任何人士(包括但不限於保管人、代名人、代理人及受託人)，須自行確保完全遵守任何有關地區或司法權區之法律及法規(包括取得任何政府或其他同意或遵守有關地區或司法權區規定之其他手續)，並應付有關地區或司法權區規定須就此繳付之任何稅項、徵收及其他款項。本公司將不會接納任何不合資格股東認購額外供股股份的申請。倘本公司相信接納或申請任何供股股份會違反任何地區或司法權區的適用證券法或其他法律或法規，則本公司保留將有關接納或申請視為無效之權利。

收到供股章程及/或本暫定配額通知書及/或額外申請表格或任何證券賬戶(包括中央結算系統證券賬戶)存入未繳股款供股股份並不及時會構成在提呈要約屬法定的任何司法權區提呈要約，在該等情況下，供股章程及/或本暫定配額通知書及/或額外申請表格須視為供股參考，不得轉讓或轉發。任何人士(包括但不限於代理人、保管人、代名人及受託人)如收到供股章程及/或本暫定配額通知書及/或額外申請表格或其中中央結算系統證券賬戶存入未繳股款供股股份，不應發供股在內，或由適用司法權區以外之任何司法權區或發或寄發供股章程及/或本暫定配額通知書及/或額外申請表格，或向、或由有關地區對任何人士轉讓未繳股款供股股份。倘若任何有關地區之任何人士或其代理人、保管人、代名人或受託人收到本暫定配額通知書或額外申請表格或其中中央結算系統證券賬戶存入未繳股款供股股份，其不應將未繳股款供股或通知書或額外申請表格，或向、或由有關地區對任何人士轉讓未繳股款供股股份。倘轉讓中未繳股款供股股份，除非本公司全權酌情決定，該行動不會違反任何適用法律或監管規定則作別論。任何人士(包括但不限於代理人、保管人、代名人及受託人)如將供股章程及/或本暫定配額通知書及/或額外申請表格在 向或向適用司法權區以外之任何司法權區轉發(無論根據合約或法律責任或其他理由)，應使收件人注意該項內容僅供供股參考。本暫定配額通知書及額外申請表格另有其他規定，但倘本公司全權酌情信納有關交易獲豁免或毋須遵守引致有關司法權區關於提呈或接納供股之限制之法律或法規，則本公司保留權利容許登記地址位於或居住於香港以外司法權區之股東(不論為直接持有人或實益擁有人)接納其供股股份。

任何人士接納任何供股股份或申請任何額外供股股份，將被視為構成有關人士向本公司作出之聲明及保證，指有關地區或司法權區之法律及規定已獲全面遵守。 閣下如對本身之情況有任何疑問，應諮詢 閣下之專業顧問。

## 供股股份

供股股份(於發給、發行及繳足後)將在各方面與現有已發行股份享有同等權益。

倘未繳股款及繳足股款供股股份獲准於聯交所上市及買賣，並於香港結算之證券系統規定，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，自供股股份於聯交所各自開地買賣日期或於香港結算訂定之任何其他日期起，可於中央結算系統內存貯、結算及交收。聯交所參與者關於任何交易日之交易必須於其後第二個交易日於中央結算系統交收。於中央結算系統進行之所有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。

## 接納及付款之手續

閣下如欲全數認購供股股份或暫定配額，須將本暫定配額通知書連同丙欄所示須於接納時應繳的全數股款，於二零一一年十一月十八日(星期四)下午四時正前送交供股登記處卓佳登捷時有限公司，地址為香港灣仔皇后大道東28號金鐘匯中心26樓。所有股款須以港元支票或銀行本票繳付。支票須以香港之持牌銀行戶口開出，而銀行本票須由香港之持牌銀行發出，並註明抬頭人為「LAI SUN DEVELOPMENT COMPANY LIMITED - RIGHTS ISSUE ACCOUNT」，以「只准入抬頭人賬戶」劃線方式開出。繳付股款後，即表示已將本暫定配額通知書及供股章程所載之條款，及在本公司組織章程大綱及細則的規限下接納暫定配額。本公司將不另發股款收據。所有有關本暫定配額通知書的查詢均須交上述地址之股份登記處。

務請留意，本暫定配額通知書連同丙欄所示之應繳股款須於二零一一年十一月十八日(星期四)下午四時正前由原承配人或任何已有效承讓供股權利之人士送達供股登記處，否則有關暫定配額及一切有關權利及配額將被視為放棄並予以取消。

## 轉讓及分拆

閣下如欲轉讓根據本暫定配額通知書暫定配額予 閣下之供股股份的全部認購權，須填妥及簽署轉讓及提名表格(表格乙)並將本暫定配額通知書交予承讓人或接納。閣下轉讓權利之人士，承讓人須填妥及簽署登記申請表格(表格丙)，並將本暫定配額通知書連同丙欄所載接納供股股份時應繳的全數股款，於二零一一年十二月八日(星期四)下午四時正前交回供股登記處卓佳登捷時有限公司，地址為香港灣仔皇后大道東28號金鐘匯中心26樓。供股股份(未繳股款及繳足股款形式)須持繳印花稅、聯交所交易費、證監會交易費及其他於香港適用之費用及收費後，方可進行買賣。

閣下如只欲接納 閣下的部份暫定配額，或轉讓根據本暫定配額通知書暫定配額予 閣下之供股股份的部份認購權，或向超過一名人士轉讓，則 閣下須於二零一一年十一月三十日(星期三)下午四時三十分前將此份原暫定配額通知書交回供股登記處卓佳登捷時有限公司(地址為香港灣仔皇后大道東28號金鐘匯中心26樓)並予以註銷，並按所開出發出新暫定配額通知書。暫定配額通知書將於交回此份原暫定配額通知書後第二個營業日上午九時正後於股份登記處領取。供股股份(未繳股款及繳足股款形式)須持繳印花稅、聯交所交易費、證監會交易費及其他於香港適用之費用及收費後，方可進行買賣。

所有股款須以港元支票或銀行本票繳付。支票須以香港之持牌銀行戶口開出，而銀行本票須由香港之持牌銀行發出，並註明抬頭人為「LAI SUN DEVELOPMENT COMPANY LIMITED - RIGHTS ISSUE ACCOUNT」，以「只准入抬頭人賬戶」劃線方式開出。本公司將不另發股款收據。

## 零碎供股股份

本公司並無暫定配額及/或不接納任何零碎供股股份的申請，亦不會提供零碎股份對盤服務。所有零碎供股股份已被合併(向下調整至最接近整數)。合併後之未繳股款供股股份已暫定配額(以未繳股款形式)予包銷商或其代名人，並將於市場出售，所得款項將由本公司保留，利益撥歸本公司所有(如在扣除開支後可取得溢額)。由該合併所產生之任何未出售供股股份可供合資格股東(承諾股東及麗新製衣附屬公司除外)額外申請認購。

## 供股之條件及終止包銷協議

供股須待(i)包銷協議為無條件及並無被終止；及(ii)聯交所批准所有供股股份(未繳股款及繳足股款)上市及買賣，且於最後終止時間前並無撤回或撤銷有關批准後，方可作實。倘供股章程/董事會函件一包銷安排一供股及包銷協議之條件一節所述之任何供股條件未能達成，則供股將不會進行。

務請留意倘發生以下任何事件，包銷協議可由包銷商於最後終止時間前任何時間向本公司發出書面通知立即終止：

- (a) 包銷商得悉本公司或麗新製衣嚴重違反包銷協議中所載之任何保證或承諾，或本公司或麗新製衣嚴重違反包銷協議之任何其他規定，或包銷商有理由相信已發生任何有關違反或已發生任何預期可能引致有關違反或申索之事宜；或
- (b) 倘於包銷協議日期或之後及於最後終止時間前發生任何事件或出現任何事宜，而若該事件或事宜於包銷協議日期前已發生或出現，將使任何有關保證在任何重大方面不真實、不正確、不完整或有所誤導；或
- (c) 供股章程所載任何重大方面成為或被發現不真實、不正確、不完整或有所誤導，或發生或發現倘供股章程在當時刊發會有重大失實之事宜；或
- (d) 本公司須根據上市規則第11.13條規定刊發補充供股章程；或
- (e) 本集團之業務、狀況、經營業績、管理、股東權益或財務或交易狀況有任何不利變動或預期有不利變動，而真誠行事之包銷商全權認為對供股而言屬或可能屬重大不利；或
- (f) 聯交所撤回批准所有未繳股款及繳足股款之供股股份買賣及上市；或
- (g) 於三個連續營業日或更長時間內暫停股份買賣(以待刊發有關供股之公佈除外)；或
- (h) 有關或關於下列方面之任何事件、連串事件或情況(不論是否可以預見)出現、發生、生效或為包銷商所知：
  - (i) 於中國、香港、歐盟(或其任何成員國)或美國或影響該等地區之地方、國家或國際金融、政治、軍事、工業、經濟、法律、財政、監管或證券市場事宜或情況或匯率或外匯管制之任何變動或任何事項或連串事項可能導致上述事宜變動(不論是直接或間接)；或
  - (ii) 於中國、香港、歐盟(或其任何成員國)或美國發生或發生影響該等地區之任何無不可抗力性質之事件或情況(包括但不限於任何政府行動、經濟制裁、罷工或停工(不論是否有關保險保費)、暴亂、火災、爆炸、水災、地震、內亂、叛亂或叛亂、爆發敵對狀態或敵對狀態升級(無論是否已經宣戰)、恐怖活動(無論是否已承認)、天然、災難、流行病、傳染病、宣佈衛生緊急狀態或災難或危機)；或
  - (iii) 中國、香港、歐盟(或其任何成員國)或美國當局宣佈銀行全面暫停；或
  - (iv) 聯交所、上海證券交易所、倫敦證券交易所、紐約證券交易所或納斯達克全面暫停或暫停或限制股份或證券交易或設立價格下限，或香港之任何證券交易所或結算服務受到任何重大干擾；或
  - (v) 香港或本集團任何成員公司連同或從事業務之任何其他地方須作任何新法例或法規或現有法例或法規出現任何變動，或出現涉及可能變動之任何進展，而真誠行事之包銷商全權認為，本段(h)所述之事件及情況個別或共同：(1)對本集團整體或供股而言屬或可能屬重大不利影響或產生或可能產生有影響影響；或(2)令或可能令按照該公佈及供股文件擬定之條款及方式進行供股屬不宜或不智。

倘於最後終止時間前包銷商將終止包銷協議，將不會進行供股。倘包銷商終止包銷協議，將另行刊發公佈。

## 支票及銀行本票

所有支票或銀行本票將陸續收取後即歸 閣下，而自有關項產生之所有利息將撥歸本公司所有。填妥及遞交本暫定配額通知書連同支付供股股份股款之支票或銀行本票，將構成申請人之保證，指支票或銀行本票將於首次過戶時獲兌現。倘支票或銀行本票於首次過戶時未能兌現，在不損害任何其他權利的情况下，本公司保留拒絕處理任何有關之暫定配額通知書之權利，且該暫定配額及其下的一切權利及配額將被視為已遭放棄而被註銷。

## 股票及退款支票

待供股章程所載董事會函件[供股及包銷協議之條件]一段所述供股條件達成後，所有繳足股款供股股份之股票預期將於二零一一年十二月十六日(星期五)或之前寄發予已繳付股款及接納以及(如適用)申請供股股份之該等人士，惟郵誤風險概由彼等自行承擔。

閣下將就所有獲發之供股股份收取一張股票。

有關全部或部份未獲接納之額外供股股份申請(如有)之退款支票預期將於二零一一年十二月十六日(星期五)或之前以普通郵遞寄往 閣下之登記地址或有關收取之其他人士，郵誤風險概由 閣下自行承擔。

## 額外供股股份

閣下如欲申請認購多於 閣下根據供股所獲暫定配額之任何供股股份，必須按隨附的額外申請表格填妥並簽署表格，連同就所申請認購之額外供股股份應付的款項的獨立股款，於二零一一年十二月八日(星期四)下午四時正前交回供股登記處卓佳登捷時有限公司(地址為香港灣仔皇后大道東28號金鐘匯中心26樓)。所有股款須以港元支票或銀行本票繳付，支票須以香港之持牌銀行戶口開出，而銀行本票須由香港之持牌銀行發出，並註明抬頭人為「LAI SUN DEVELOPMENT COMPANY LIMITED - EXCESS APPLICATION ACCOUNT」，以「只准入抬頭人賬戶」劃線方式開出。本公司將不另發股款收據。

經與包銷商協商後，董事會將根據以下原則，按公平及公正方式開出本公司所申請之額外供股股份：

- (1) 視乎可供申請之額外供股股份數目，將優先處理將不足一手之零碎股份補足為一手完整買賣單位之申請，原因為董事認為該等申請並非嚴重濫用此機制；及
- (2) 視乎根據上文(1)項原則分配後可供申請之額外供股股份數目，將參考合資格股東(承諾股東及麗新製衣附屬公司除外)所申請之額外供股股份數目以法律法例向彼等分配額外供股股份。即申請較少數目供股股份之合資格股東所獲分配之額外供股股份佔其申請數目之百分比比較高，而申請較多數目供股股份之合資格股東所獲分配之額外供股股份佔其申請數目之百分比比較低，惟彼等所收取之供股股份數目將較申請較少數目之合資格股東為多。

## 聲明及保證

除非本公司及包銷商全權酌情決定豁免有關規定，否則供股股份之每名認購人經填妥、簽署及遞交本暫定配額通知書，即表示向本公司及包銷商及彼等之任何代表作出聲明及保證：

- 彼於記錄日期下午五時正為股東，或彼已依法或可依法從有關人士直接間接取得權利；
- 彼可合法在其居住或目前所處之司法權區獲提呈、接納、取得、認購及收取有關權利及/或供股股份；
- 彼並非居於或處於美國，亦非美國公民；
- 彼並非為給予接納指示時居於或處於美國或為美國之公民之人士，按非酌情權接納認購要約或接納有關權利或供股股份；
- 彼正於一宗美國證券法規則S所界定之「離岸交易」中取得有關權利及/或認購供股股份；
- 彼並非透過美國證券法規則S所界定之任何「定向銷售」方式獲提呈供股股份；
- 彼取得有關權利或認購供股股份之目的並非為直接或間接向美國提呈、出售、轉讓、交付或派發有關權利或供股股份；及
- 彼如知權利或供股股份未曾及將不會根據美國證券法或在美國任何州、地區或領地之任何證券監管當局登記，而權利及供股股份仍依據美國證券法規則S在美國境內外分發及提呈。因此，彼明白，有關權利或供股股份或不可在或向美國提呈、出售、質押或以其他方式轉讓，惟依據美國證券法登記規定獲豁免或毋須遵守美國證券法登記規定之交易除外。

## 一般事項

本暫定配額通知書連同(如適用)宜備由獲發本暫定配額通知書人士所簽署的轉讓及提名表格一經交回，即確交回的一名或多名人士有權處理本暫定配額通知書及收取分拆的配額函件及/或有關供股股份之股票。 閣下如需要額外的供股章程，可於股份登記處卓佳登捷時有限公司索取，地址為香港灣仔皇后大道東28號金鐘匯中心26樓。

所有文件(包括退款支票)將以普通郵遞方式寄予有關申請人或應得的人士，郵誤風險概由收件人承擔。本暫定配額通知書及所有接納其中所載的約均須受香港法例監管，並按其詮釋。

此致

列位合資格股東 台鑒

代表  
麗新發展有限公司  
主席  
林建岳博士  
謹啟

二零一一年十一月二十四日

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

如轉讓可認購供股股份的認購權，每項買賣均須繳付從價印花稅。除以出售形式外，饋贈或轉讓實益擁有的權益亦須繳付從價印花稅。在登記轉讓本文件代表之供股股份配額之前，須出示已繳付從價印花稅的證明。

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/their right(s) to subscribe for the Rights Share(s) comprised herein)  
(僅供有意轉讓其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.

敬啟者：  
本人/吾等謹將本暫定配額通知書所列本人/吾等的供股股份的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)的人士。

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

Signature(s) (all joint Shareholders must sign)  
簽署(所有聯名股東均須簽署)

Date: \_\_\_\_\_, 2011 日期：二零一一年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

Stamp duty is payable by the transferor(s) if this form is completed.  
填妥此表格後，轉讓人須繳付從價印花稅。

Form C  
表格丙

## REGISTRATION APPLICATION FORM

### 登記申請表格

(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的人士填寫及簽署)

To: The Directors  
Lai Sun Development Company Limited (the "Company")

致：麗新發展有限公司(「貴公司」)  
列位董事 台照

Dear Sirs/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 memorandum and articles of association of the Company.

敬啟者：  
本人/吾等謹請閣下將表格甲乙欄所列的供股股份數目，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供股章程所載條款，以及在貴公司的組織章程大綱及細則規限下，接納此等供股股份。

Existing Shareholder(s)  
Please mark "X" in this box  
現有股東請在本欄內填上「X」號

To be completed in block letters in ENGLISH. Joint applicants should give one address only. For Chinese applicant, please provide your name in both English and Chinese.  
請用英文正楷填寫。聯名申請人只須填報一個地址。華裔申請人須填寫中英文姓名。

Name in English 英文姓名	Family name 姓氏	Other name(s) 名字	Name in Chinese 中文姓名	
Name continuation and/or full name(s) of joint applicant(s) (if applicable) 姓名(續)及/或聯名申請人 全名(如有需要)				
Address in English 英文地址				
Occupation 職業			Tel. No. 電話號碼	
Dividend Instructions 股息指示				
Name and address of bank 銀行名稱及地址			Bank Account no. 銀行賬戶號碼	
			BANK 銀行	BRANCH 分行
			ACCOUNT 賬戶	

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

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

Date: \_\_\_\_\_, 2011 日期：二零一一年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

Ad valorem stamp duty is payable by the transferee(s) if this form is completed.  
填妥此表格後，承讓人須繳付從價印花稅。