

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

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**IMPORTANT**  
**重要提示**

Reference is made to the prospectus issued by Victory City International Holdings Limited (the “Company”) dated 26 March 2019 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.

茲提述冠華國際控股有限公司(「本公司」)日期為二零一九年三月二十六日關於供股之供股章程(「供股章程」)。除非文義另有所指，否則供股章程所界定之詞彙於本文件使用時具有相同涵義。

**THIS PROVISIONAL ALLOTMENT LETTER (“PAL”) IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PAL AND THE ACCOMPANYING EXCESS APPLICATION FORM (“EAF”) EXPIRES AT 4:00 P.M. ON WEDNESDAY, 10 APRIL 2019 (OR SUCH LATER DATE AS MENTIONED IN THE PARAGRAPH HEADED “EFFECT OF BAD WEATHER” IN THIS PAL).**

本暫定配額通知書(「暫定配額通知書」)具有價值及可轉讓，並應即時處理。本暫定配額通知書及隨附之額外申請表格(「額外申請表格」)所載之要約將於二零一九年四月十日(星期三)(或本暫定配額通知書「惡劣天氣之影響」一段所述有關較後日期)下午四時正截止。

**IF YOU ARE IN ANY DOUBT ABOUT THIS PAL OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR LICENSED SECURITIES DEALER, REGISTERED INSTITUTION IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER. IF YOU HAVE SOLD OR TRANSFERRED ALL OF YOUR SHARES OF THE COMPANY, YOU SHOULD AT ONCE HAND THE PROSPECTUS AND THIS PAL AND THE ACCOMPANYING EAF TO THE PURCHASER(S) OR THE TRANSFEREE(S) OR TO THE BANK, LICENSED SECURITIES DEALER, REGISTERED INSTITUTION IN SECURITIES, OR OTHER AGENT THROUGH WHOM THE SALE OR TRANSFER WAS EFFECTED FOR TRANSMISSION TO THE PURCHASER(S) OR THE TRANSFEREE(S).**

閣下如對本暫定配額通知書或應採取之行動有任何疑問，應諮詢閣下之持牌證券交易商、註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。閣下如已售出或轉讓名下所有本公司股份，應立即將供股章程及本暫定配額通知書以及隨附之額外申請表格送交買主或承讓人，或經手買賣或轉讓之銀行、持牌證券交易商、註冊證券機構或其他代理，以便轉交買主或承讓人。

A copy of this PAL, together with a copy of the Prospectus and the documents specified in the paragraph headed “Documents delivered to the Registrar of Companies” in Appendix III to the Prospectus, have been registered with the Registrar of Companies in Hong Kong pursuant to Section 342C of the Companies (Winding Up and Miscellaneous Provisions) Ordinance, Chapter 32 of the Laws of Hong Kong. The Registrar of Companies in Hong Kong and the Securities and Futures Commission of Hong Kong take no responsibility as to the contents of any of these documents.

本暫定配額通知書連同供股章程及供股章程附錄三「送呈公司註冊處處長之文件」一段所訂明之文件，已按香港法例第32章公司(清盤及雜項條文)條例第342C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香港證券及期貨事務監察委員會對任何此等文件之內容概不負責。

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，並明確表示概不就因本暫定配額通知書全部或任何部分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。

If you wish to exercise your right to subscribe for all the Rights Shares specified in this PAL, you should lodge this PAL in accordance with the instructions printed herein, together with a remittance for the full amount payable on acceptance, with the Registrar, Tricor Secretaries Limited at Level 22, Hopewell Centre, 183 Queen’s Road East, Hong Kong, by no later than 4:00 p.m. on Wednesday, 10 April 2019. All remittances must be made by cheque or cashier’s order in Hong Kong dollars. Cheques must be drawn on an account with, and cashier’s orders must be issued by, a licensed bank in Hong Kong and made payable to “**Victory City International Holdings Limited – Provisional Allotment Account**” and crossed “**ACCOUNT PAYEE ONLY**”.

倘閣下擬行使閣下之權利認購本暫定配額通知書指定之所有供股股份，則閣下必須不遲於二零一九年四月十日(星期三)下午四時正按照本文件印列之指示將本暫定配額通知書連同須於接納時繳足之股款交回登記處卓佳秘書商務有限公司，地址為香港皇后大道東183號合和中心22樓。所有股款須以港元支票或銀行本票繳付。支票必須由香港持牌銀行戶口開出，而銀行本票則須由香港持牌銀行發出，註明抬頭人為「**Victory City International Holdings Limited – Provisional Allotment Account**」，並以「**只准入抬頭人賬戶**」劃線方式開出。



**VICTORY CITY INTERNATIONAL HOLDINGS LIMITED**

**冠華國際控股有限公司\***

*(Incorporated in Bermuda with limited liability)*

*(於百慕達註冊成立之有限公司)*

**(Stock Code: 539)**

**(股份代號：539)**

**RIGHTS ISSUE ON THE BASIS OF  
ONE RIGHTS SHARE FOR EVERY TWO EXISTING SHARES HELD  
ON THE RECORD DATE  
AT HK\$0.098 PER RIGHTS SHARE**

**按於記錄日期  
每持有兩股現有股份獲發一股供股股份之基準  
以每股供股股份0.098港元  
進行供股**

**PAYABLE IN FULL ON ACCEPTANCE  
BY NOT LATER THAN 4:00 P.M. ON WEDNESDAY, 10 APRIL 2019  
股款須不遲於二零一九年四月十日(星期三)下午四時正接納時繳足**

**PROVISIONAL ALLOTMENT LETTER**

**暫定配額通知書**

*Branch share registrar in Hong Kong:*

**Tricor Secretaries Limited**

Level 22, Hopewell Centre

183 Queen's Road East

Hong Kong

*香港股份過戶登記分處：*

**卓佳秘書商務有限公司**

香港

皇后大道東183號

合和中心22樓

*Registered office:*

Clarendon House

Church Street

Hamilton HM 11

Bermuda

*Head Office and principal place of  
business in Hong Kong:*

Unit D, 3rd Floor

Winfield Industrial Building

3 Kin Kwan Street

Tuen Mun, New Territories

Hong Kong

*註冊辦事處：*

Clarendon House

Church Street

Hamilton HM 11

Bermuda

*總辦事處及香港主要營業地點：*

香港

新界屯門

建群街3號

永發工業大廈

3樓D室

26 March 2019

二零一九年三月二十六日

\* for identification purposes only

僅供識別

Name(s) and address of the Qualifying Shareholder(s)

合資格股東之姓名／名稱及地址

[ ]

Total number of Shares registered in your name(s) on Friday, 15 March 2019

於二零一九年三月十五日(星期五)已經登記於閣下名下之股份總數

BOX A  
甲欄

[ ]

Number of Rights Shares allotted to you subject to payment in full on acceptance by not later than 4:00 p.m. on Wednesday, 10 April 2019

閣下獲配發之供股股份數目。股款須不遲於二零一九年四月十日(星期三)下午四時正接納時繳足

BOX B  
乙欄

[ ]

Total subscription monies payable on acceptance in full (normal rounding to nearest HK\$0.01)

應繳認購股款總額。股款須於接納時繳足(四捨五入至最接近的0.01港元)

BOX C  
丙欄

HK\$  
港元

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

支票／銀行本票的付款銀行名稱：

Cheque/cashier's order no.:

支票／銀行本票號碼：

Please insert your contact telephone  
no.:

請在此填上 閣下之聯絡電話號碼：

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

[ ]

The Underwriting Agreement contains provisions entitling the Underwriter to terminate the Underwriting Agreement on or prior to the Latest Time for Termination in accordance with the terms thereof on the occurrence of certain events. Details of the circumstances in which the Underwriter has the right to terminate the Underwriting Agreement are set out in the enclosed sheet under the heading "Termination of the Underwriting Agreement".

根據包銷協議，包銷商有權在發生若干事件時，於最後終止時限或之前根據包銷協議之條款終止包銷協議。包銷商有權終止包銷協議之情況載於附頁「終止包銷協議」一節內。

The Rights Issue is conditional upon the Underwriting Agreement becoming unconditional and not being terminated. If the Rights Issue does not become unconditional, the Rights Issue will not proceed. Any dealings in the Shares up to the date on which the conditions to which the Rights Issue is subject are fulfilled, or in the form as nil-paid Rights Shares on the Stock Exchange, will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed.

供股須待包銷協議成為無條件及並無被終止後，方可作實。倘供股並未成為無條件，則供股將不會進行。在供股之所有條件達成日期之前的任何股份買賣，或於聯交所以未繳股款供股股份方式進行的股份買賣，均須因此承擔供股未必成為無條件或未必進行之風險。

Investors who have any doubt about their position are recommended to obtain professional advice from their advisers regarding dealings in the Shares or nil-paid Rights Shares during these periods.

投資者如對彼等之有關情況有任何疑問，應自行諮詢本身的顧問有關在該等期間買賣股份或未繳股款供股股份之專業意見。

Subject to the granting of the listing of, and permission to deal in, the nil-paid and fully-paid Rights Shares on the Stock Exchange as well as compliance with the stock admission requirements of HKSCC, the nil-paid Rights Shares and fully-paid Rights Shares 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 nil-paid Rights Shares and fully-paid 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 settlement day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

待未繳股款及繳足股款供股股份獲准於聯交所上市及買賣，並符合香港結算之股份收納規定後，未繳股款供股股份及繳足股款供股股份將獲香港結算接納為合資格證券，可自未繳股款供股股份及繳足股款供股股份各自開始於聯交所買賣當日或香港結算決定之其他日期起，在中央結算系統寄存、結算及交收。聯交所參與者之間於任何交易日進行之交易須於其後第二個交收日在中央結算系統進行交收。中央結算系統之一切活動均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。

Dealings in the Shares may be settled through CCASS and you should consult your stockbroker, other registered dealer in securities, bank manager, solicitor, professional accountant or other professional adviser for details of those settlement arrangements and how such arrangements may affect your rights and interests.

買賣股份可通過中央結算系統交收。閣下應諮詢閣下之股票經紀、其他註冊證券交易商、銀行經理、律師、專業會計師或其他專業顧問，以了解交收安排詳情以及有關安排對閣下之權利及權益可能產生之影響。

TO ACCEPT THE PROVISIONAL ALLOTMENT OF RIGHTS SHARES AS SPECIFIED IN THIS PAL IN FULL YOU MUST LODGE THIS PAL INTACT WITH THE REGISTRAR, TRICOR SECRETARIES LIMITED, AT LEVEL 22, HOPEWELL CENTRE, 183 QUEEN'S ROAD EAST, HONG KONG TOGETHER WITH A REMITTANCE, BY CHEQUE OR CASHIER'S ORDER, IN HONG KONG DOLLARS FOR THE FULL AMOUNT SHOWN IN BOX C IN THIS PAL SO AS TO BE RECEIVED BY THE REGISTRAR NOT LATER THAN 4:00 P.M. ON WEDNESDAY, 10 APRIL 2019. ALL REMITTANCES MUST BE MADE IN HONG KONG DOLLARS AND CHEQUES MUST BE DRAWN ON AN ACCOUNT WITH, OR CASHIER'S ORDERS MUST BE ISSUED BY, A LICENSED BANK IN HONG KONG AND MADE PAYABLE TO "**Victory City International Holdings Limited – Provisional Allotment Account**" AND CROSSED "**ACCOUNT PAYEE ONLY**". INSTRUCTIONS ON TRANSFER AND SPLITTING OF ENTITLEMENTS TO RIGHTS SHARES ARE ALSO SET OUT IN THE ENCLOSED SHEET. NO RECEIPT WILL BE GIVEN.

閣下如欲根據本暫定配額通知書接納全部供股股份之暫定配額，須不遲於二零一九年四月十日（星期三）下午四時正將本暫定配額通知書整份連同本暫定配額通知書丙欄所示全數股款之港元支票或銀行本票交回登記處卓佳秘書商務有限公司，地址為香港皇后大道東183號合和中心22樓。所有股款須以港元繳付，支票必須由香港持牌銀行的戶口開出，而銀行本票則須由香港持牌銀行發出，註明抬頭人為「**Victory City International Holdings Limited – Provisional Allotment Account**」，並以「**只准入抬頭人賬戶**」劃線方式開出。有關轉讓及分拆供股配額之指示載於附頁。繳款將不會獲發收據。

Each person accepting the provisional allotment specified in this document:

- 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; and
- agrees that this PAL, and the resulting contract, will be governed by and construed in accordance with Hong Kong law.

接納本文件所載之暫定配額的每位人士均：

- 確認其已閱讀附頁及供股章程所載之條款及條件以及接納手續，並同意受其約束；及
- 同意本暫定配額通知書及因此構成之合約須受香港法律監管及根據香港法律詮釋。

**A SEPARATE CHEQUE OR CASHIER'S ORDER MUST ACCOMPANY EACH ACCEPTANCE  
NO RECEIPT WILL BE GIVEN**

**每份接納須隨附一張獨立開出之支票或銀行本票  
繳款將不會獲發收據**

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# VICTORY CITY INTERNATIONAL HOLDINGS LIMITED

冠華國際控股有限公司\*

*(Incorporated in Bermuda with limited liability)*

**(Stock Code: 539)**

26 March 2019

Dear Qualifying Shareholder(s),

## **INTRODUCTION**

In accordance with the terms and conditions of the PAL and those set out in the Prospectus and subject to the memorandum of association and bye-laws of the Company, the Directors have provisionally allotted to you the number of Rights Shares indicated on Form A of the PAL on the basis of one Rights Share for every two Shares registered in your name in the register of members of the Company on Friday, 15 March 2019. Your holding of Shares as at that date is set out in Box A on Form A of the PAL and the number of Rights Shares provisionally allotted to you is set out in Box B on Form A of the PAL. Terms defined in the Prospectus have the same meanings when adopted herein unless the context otherwise requires.

You have the right to acquire the Rights Shares provisionally allotted to you at a price of HK\$0.098 per Rights Share payable in full on acceptance, in the manner set out below, by no later than 4:00 p.m. on Wednesday, 10 April 2019.

You may, subject to the section headed “Qualifying Shareholders and Excluded Shareholders” below, accept all or any number of the Rights Shares provisionally allotted to you hereunder or dispose of your right to all or any of them. If you wish to accept only part of your provisional allotment and to transfer the remainder or to transfer your provisional allotment to more than one person, you should refer to the instructions in the section headed “Splitting” in this PAL. If you wish to transfer all of your provisional allotment you should refer to the instructions in the section headed “Transfer” in this PAL.

The Rights Issue is conditional, among other things, upon the Underwriting Agreement becoming unconditional and not being terminated. If the Rights Issue does not become unconditional, the Rights Issue will not proceed.

## **RIGHTS SHARES**

The Rights Shares to be allotted and issued will, subject to the memorandum of association and bye-laws of the Company, rank pari passu in all respects with each other, including, in particular, as to dividends, voting and capital, and with all Shares in issue as at the date of allotment and issue of Rights Shares such that holders of fully-paid Rights Shares will be entitled to receive all future dividends and distributions on the record dates of which are on or after the date of allotment and issue of the Rights Shares in the fully-paid form.

Subject to the granting of the listing of, and permission to deal in, the Rights Shares (nil-paid and fully-paid) on the Stock Exchange, as well as compliance with the stock admission requirements of HKSCC, the Rights Shares (nil-paid and fully-paid) 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 (nil-paid and fully-paid) 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 settlement 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**

Any person (including, without limitation, agents, custodians, nominees and trustees) outside Hong Kong wishing to take up his/her/its rights under the Rights Issue must satisfy himself/herself/itself as to full observance of the applicable laws of any relevant territory including obtaining any requisite governmental or other consents, observing any other requisite formalities and paying any issue, transfer or other taxes due in such territories.

\* for identification purposes only

Qualifying Shareholders who wish to take up their provisional allotment of Rights Shares in full must lodge the whole of the PAL intact with the Registrar, Tricor Secretaries Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong together with a remittance for the full amount payable on acceptance, as shown in Box C on Form A of the PAL, so as to be received by the Registrar no later than 4:00 p.m. on Wednesday, 10 April 2019 (or under bad weather conditions, such later date as mentioned in the paragraph headed "Effect of bad weather" in this PAL). All remittances must be in Hong Kong dollars and cheques must be drawn on an account with, or cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "**Victory City International Holdings Limited – Provisional Allotment Account**" and crossed "**ACCOUNT PAYEE ONLY**". Such payment will constitute acceptance of the provisional allotment on the terms of the PAL and the Prospectus and subject to the memorandum of association and bye-laws of the Company. No receipt will be given for such remittances. All enquiries in connection with the PAL should be addressed to the Registrar.

It should be noted that, unless a PAL, duly completed, together with the appropriate remittance shown in Box C on Form A of the PAL, has been received as described above by 4:00 p.m. on Wednesday, 10 April 2019 (or under bad weather conditions, such later date as mentioned in the paragraph headed "Effect of bad weather" in this PAL), whether by the original allottee or any person in whose favour the rights have been validly transferred, your provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled. The Company may (at its sole discretion) treat a PAL as valid and binding on the person(s) by whom or on whose behalf it is lodged even if not completed in accordance with the relevant instructions.

### **SPLITTING**

If you wish to accept only part of your provisional allotment of Rights Shares without renouncing the balance of your provisional allotment hereunder, or transfer part of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, or transfer all or part of your rights to more than one person (not as joint holders), the entire original PAL must be surrendered and lodged for cancellation with a covering letter stating clearly the number of split PALs required and the number of nil-paid Rights Shares to be comprised in each split PAL (which, in aggregate, should be equal to the number of Rights Shares provisionally allotted to you as set out in Box B on Form A of the PAL), by no later than 4:30 p.m. on Monday, 1 April 2019 with the Registrar, Tricor Secretaries Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, 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, at the above address, after 9:00 a.m. on the second Business Day after the surrender of the original PAL.

### **TRANSFER**

If you wish to transfer all of your provisional allotment under the PAL to another person or persons as joint holders, you should complete and sign the "Form of Transfer and Nomination" (Form B) in the PAL and hand the completed and signed PAL to the person to or through whom you are transferring your provisional allotment. The transferee(s) must then complete and sign the "Registration Application Form" (Form C) in the PAL and lodge the PAL intact together with a remittance for the full amount payable on acceptance with the Registrar, at the above address, by not later than 4:00 p.m. on Wednesday, 10 April 2019.

It should be noted that Hong Kong 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. The Company reserves the right to refuse to register any transfer in favour of any person in respect of which the Company believes such transfer may violate applicable legal or regulatory requirements.

### **FRACTIONS OF RIGHTS SHARES**

The Company will not provisionally allot fractions of Rights Shares. All fractions of Rights Shares will be rounded down to the nearest whole number of the Rights Shares. Any Rights Shares created from the aggregation of fractions of the Rights Shares will be sold in the market for the benefit of the Company if a premium (net of expenses) can be obtained. Any unsold fraction of Rights Shares will be available for excess applications by Qualifying Shareholders under the EAF(s).

### **TERMINATION OF THE UNDERWRITING AGREEMENT**

If, prior to the Latest Time for Termination,

(A) one or more of the following events or matters shall occur, arise, exist, or come into effect:

- (i) the introduction of any new regulation or any change in existing law or regulation (or the judicial interpretation thereof) after the signing of the Underwriting Agreement;



- (ii) the occurrence of any local, national or international event or change (whether or not forming part of a series of events or changes occurring after the signing of the Underwriting Agreement or continuing after the signing of the Underwriting Agreement) of a political, military, financial, economic or other nature, or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets;
- (iii) any material adverse change after the signing of the Underwriting Agreement in the business or in the financial or trading position of any member of the Group;
- (iv) any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out occurring after the signing of the Underwriting Agreement;
- (v) after signing of the Underwriting Agreement, there occurs or comes into effect the imposition of any moratorium, suspension or material restriction on trading in the Shares generally on the Stock Exchange whether due to exceptional financial circumstances or otherwise;
- (vi) there is, after signing of the Underwriting Agreement, any change or any development involving a prospective change in market conditions (including, without limitation, a change in fiscal or monetary policy or foreign exchange or currency markets, suspension or restriction of trading in securities, imposition of economic sanctions, in/on Hong Kong, the PRC or other jurisdiction relevant to any member of the Group and a change in currency conditions for the purpose of this Clause includes a change in the system under which the value of the Hong Kong currency is pegged with that of the currency of the US) occurs; or
- (vii) the Prospectus when published contain information (either as to business prospects or the condition of the Group or as to its compliance with any laws or the Listing Rules or any applicable regulations) which has not prior to the date hereof been publicly announced or published by the Company,

which event or events is or are in the reasonable opinion of the Underwriter:

- (a) likely to have a material adverse effect on the business or financial or trading position or prospects of the Group as a whole;
  - (b) likely to have a material adverse effect on the success of the Rights Issue or the level of the Rights Shares taken up; or
  - (c) make it inappropriate, inadvisable or inexpedient to proceed further with the Rights Issue;
- (B) any breach of any of the warranties or undertakings or any omission to observe any of the obligations or undertakings in the Underwriting Agreement comes to the knowledge of the Underwriter; or
- (C) any Specified Event comes to the knowledge of the Underwriter,

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

Upon giving of notice pursuant to the Underwriting Agreement, the obligations of the Underwriter and the Company under the Underwriting Agreement shall terminate forthwith provided that the Company shall remain liable to pay to the Underwriter such fees and expenses (other than the underwriting commission) payable by the Company pursuant to the Underwriting Agreement. If the Underwriter exercises such right, the Rights Issue will not proceed.

## **CHEQUES AND CASHIER'S ORDERS**

All cheques and cashier's orders will be presented for payment following receipt and all interest earned on such monies (if any) will be retained for the benefit of the Company. Without prejudice to the other rights of the Company in respect thereof, any PAL in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation is liable to be rejected, and in that event the provisional allotment and all rights thereunder will be deemed to have been declined and will be cancelled. Completion and return of a PAL together with a cheque or cashier's order in payment for the Rights Shares accepted will constitute a warranty by the applicant(s) that the cheque or cashier's order will be honoured on first presentation.

## SHARE CERTIFICATES AND REFUND CHEQUES FOR THE RIGHTS ISSUE

It is expected that share certificates for all fully-paid Rights Shares are to be posted on or before Thursday, 18 April 2019 to those Qualifying Shareholders who have accepted and (where applicable) applied for, and paid for, the Rights Shares by ordinary post at their own risk. Each Shareholder will receive one share certificate for all allotted Rights Shares. Refund cheques in respect of wholly or partially unsuccessful applications for excess Rights Shares (if any) are expected to be posted on or before Thursday, 18 April 2019 by ordinary post to the applicants at their own risk.

## EXCESS RIGHTS SHARES

The Qualifying Shareholders may apply, by way of excess application, for any Rights Shares provisionally allotted but not accepted by the Qualifying Shareholders or otherwise subscribed for by renounees or transferees of nil-paid Rights Shares, any Rights Shares representing any unsold entitlements of the Excluded Shareholders and any unsold Rights Shares arising out of the aggregation of fractional entitlements.

Application for excess Rights Shares may be made by completing and signing the prescribed EAF. The Directors will allocate the excess Rights Shares (if any) at their discretion on a fair and equitable basis on the following principles:

- (a) any excess Rights Shares will be allocated to Qualifying Shareholders who apply for them on a pro rata basis by reference to the number of the excess Rights Shares applied for under each application;
- (b) no reference will be made to the Rights Shares subscribed through applications by PALs or the existing number of Shares held by Qualifying Shareholders;
- (c) no preference will be given to applications for topping up odd-lot holdings to whole lot holdings; and
- (d) pursuant to Rule 7.21(3)(b) of the Listing Rules, the Company will also take steps to identify the applications for excess Rights Shares made by any controlling shareholder of the Company or its associates (together, the "Relevant Shareholders"), whether in their own names or through nominees. The Company shall disregard the Relevant Shareholders' applications for excess Rights Shares to the extent that the total number of excess Right Shares they have applied for exceeds a maximum number equivalent to the total number of Rights Shares offered under the Rights Issue minus the number of Rights Shares taken up by the Relevant Shareholders under their assured entitlement to the Rights Shares.

Beneficial owners whose Shares are held by a nominee, or which are held in CCASS, should note that the Board will regard such nominee (including HKSCC Nominees Limited) as a single Shareholder on the register of members of the Company. Accordingly, beneficial owners whose Shares are registered in the name of a nominee, or which are held in CCASS, should note that the above arrangement in relation to the allocation of excess Rights Shares will not be extended to them individually.

If a Qualifying Shareholder wishes to apply for any Rights Shares in addition to his/her/its provisional allotment, he/she/it must complete and sign an EAF enclosed with the Prospectus and lodge it, together with a separate remittance for the amount payable in respect of the excess Rights Shares applied for, with the Registrar by 4:00 p.m. on Wednesday, 10 April 2019, or such later time and/or date as may be agreed between the Company and the Underwriter. All remittances must be made in Hong Kong dollars and cheques must be drawn on an account with, or cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "**Victory City International Holdings Limited – Excess Application Account**" and crossed "**ACCOUNT PAYEE ONLY**".

## DISTRIBUTION OF THIS PAL AND THE OTHER PROSPECTUS DOCUMENTS

The PAL shall only be sent to the Qualifying Shareholders.

Distribution of the PAL and the other Prospectus Documents into jurisdictions other than Hong Kong may be restricted by law. Persons into whose possession the PAL or any of the other Prospectus Documents (including, without limitation, agents, custodians, nominees and trustees) should inform themselves of and observe any such restrictions. Any failure to comply with those restrictions may constitute a violation of the securities laws of any such jurisdiction. Any Shareholder or beneficial owner who is in any doubt as to his/her/its position should consult an appropriate professional adviser without delay. In particular, subject to certain exceptions as determined by the Company, persons in possession of the PAL and the other Prospectus Documents should not distribute, forward or transmit into or from any jurisdiction outside of Hong Kong, the Prospectus, whether with or without the PAL or the EAF. The Company reserves the right to refuse to permit any Shareholder to take up his/her/its nil-paid Rights Shares or apply for excess Rights Shares where it believes that doing so would violate applicable securities legislations or other laws or regulations of any jurisdiction.

The Prospectus Documents have not been and will not be registered or filed under the applicable securities or equivalent legislation of any jurisdiction other than Hong Kong.

## **QUALIFYING SHAREHOLDERS AND EXCLUDED SHAREHOLDERS**

To qualify for the Rights Issue and to accept the Rights Shares provisionally allotted under the PAL, a Shareholder must have been registered as a member of the Company on Friday, 15 March 2019 and be a Qualifying Shareholder.

Excluded Shareholders are those Overseas Shareholders in respect of whom the Directors, based on relevant enquiries made by the Directors, consider it necessary or expedient not to offer the Rights Shares on account either of the legal restrictions under the laws of the relevant jurisdiction in which the Shareholder or beneficial owner (as the case maybe) is located or the requirements of the relevant regulatory body or stock exchange in that jurisdiction. The rights of Shareholders and beneficial owners who are Excluded Shareholders will be dealt with as referred to in the Prospectus in the section headed “Letter from the Board — Rights Issue — Rights of Overseas Shareholder(s)”.

Arrangements will be made for the nil-paid Rights Shares which would otherwise have been provisionally allotted to the Excluded Shareholders, had they been Qualifying Shareholders, to be provisionally allotted to a nominee or nominees appointed by the Company and be sold in the market during the period from Thursday, 28 March 2019 to Thursday, 4 April 2019, if a premium (net of expenses) can be obtained. The proceeds of such sale, less expenses and stamp duty, of above HK\$100 will be paid to the relevant Excluded Shareholder(s) (pro rata to their entitlements on the Record Date) in Hong Kong dollars. The Company will retain individual amounts of HK\$100 or less for the benefit of the Company. Any Rights Shares in respect of unsold entitlements of the Excluded Shareholders, together with any Rights Shares in respect of nil-paid Rights Shares not taken up by Qualifying Shareholders or otherwise not subscribed for by renounees or transferees of nil-paid Rights Shares, will be made available for excess application on EAFs by Qualifying Shareholders. These arrangements will not apply to any Shareholder or beneficial owner who resides outside of Hong Kong but (in the case of a Shareholder) whose address, or (in the case of a beneficial owner) who holds his/her/its interest in Shares through a registered owner of Shares whose address, was shown in the register of members of the Company on the Record Date as not being outside of Hong Kong.

Receipt of the PAL and/or any other Prospectus Document or the crediting of nil-paid Rights Shares to a stock account in CCASS does not and will not constitute an offer in those jurisdictions in which it would be illegal to make an offer and, in those circumstances, the PAL and/or the other Prospectus Documents 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 PAL and/or any other Prospectus Document 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, overseas. If a PAL or 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 or nominee, he/she/it should not seek to take up the rights referred to in the PAL or EAF or transfer the PAL (or apply for any excess Rights Shares under the EAF unless the Company and the Underwriter determine that such actions would not violate applicable legal or regulatory requirements. Any person (including, without limitation, agents, custodians, nominees and trustees) who does forward this PAL or any other Prospectus Documents in, into or from outside of Hong Kong (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 PAL or any other Prospectus Documents, the Company reserves the right to permit any Shareholder to take up his/her/its nil-paid Rights Shares and/or to apply for excess Rights Shares 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 giving rise to the restrictions in question.

## **EFFECT OF BAD WEATHER**

The latest time for acceptance and payment for the Rights Shares and for application and payment for excess Rights Shares, will not take effect if there is a tropical cyclone warning signal no. 8 or above, or a “black” rainstorm warning (i) in force in Hong Kong at any local time before 12:00 noon and no longer in force after 12:00 noon on the date of the Latest Time for Acceptance, in such case, the Latest Time for Acceptance 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 the date of the Latest Time for Acceptance, in such case the Latest Time for Acceptance will be rescheduled to 4:00 p.m. on the next Business Day which does not have either of abovementioned warnings in force at any time between 9:00 a.m. and 4:00 p.m..

If the latest time for acceptance and payment for the Rights Shares and for application and payment for excess Rights Shares does not take place on the Latest Time for Acceptance, the dates mentioned in this section may be affected. The Company will notify Shareholders by way of announcement of any changes to the expected timetable as soon as practicable.

## REPRESENTATIONS AND WARRANTIES

By completing, signing and submitting this PAL, each purchaser of nil-paid Rights Shares or subscriber of Rights Shares hereby represents and warrants to the Company and to any person acting on their behalf, unless in their sole discretion the Company waives such requirement expressly in writing that:

- he/she/it was a Shareholder on the Record Date, or he/she/it lawfully acquired or may lawfully acquire the nil-paid Rights Shares, directly or indirectly, from such a person; and
- he/she/it may lawfully be offered, take up, obtain, subscribe for and receive the nil-paid Rights Shares and/or the fully-paid Rights Shares in the jurisdiction in which he/she/it resides or is currently located.

Any Qualifying Shareholder accepting and/or transferring the PAL or requesting registration of the Rights Shares comprised therein represents and warrants to the Company that, except where proof has been provided to the satisfaction of the Company that such person's use of the PAL will not result in the contravention of any applicable legal requirement in any jurisdiction: (i) such person is not accepting and/or transferring the PAL, or requesting registration of the relevant nil-paid Rights Shares or fully-paid Rights Shares from outside of Hong Kong; (ii) such person is not outside of Hong Kong or in any territory in which it is otherwise unlawful to make or accept an offer to acquire the nil-paid Rights Shares or the fully-paid Rights Shares or to use the PAL in any manner in which such person has used or will use it; (iii) such person is not acting on a non-discretionary basis for a person resident in any of the jurisdictions outside of Hong Kong at the time the instruction to accept or transfer was given; and (iv) such person is not acquiring the nil-paid Rights Shares or the fully-paid Rights Shares with a view to the offer, sale, allotment, take up, exercise, resale, renouncement, pledge, transfer, delivery or distribution, directly or indirectly, of any such nil-paid Rights Shares or fully-paid Rights Shares into any of the jurisdictions outside of Hong Kong.

The Company may treat as invalid any acceptance or purported acceptance of the allotment of Rights Shares comprised in, or transfer or purported transfer of, the PAL if it: (i) appears to the Company to have been executed in, or despatched from outside of Hong Kong, and the acceptance or transfer may involve a breach of the laws of outside of Hong Kong or the acceptance or transfer is otherwise in a manner which may involve a breach of the laws of any jurisdiction or if the Company or its agents believe the same may violate any applicable legal or regulatory requirement; (ii) provides an address outside of Hong Kong for delivery of definitive share certificates for Rights Shares and such delivery would be unlawful or provides an address for delivery of definitive share certificates in any other jurisdiction outside Hong Kong in which it would be unlawful to deliver such certificates; or (iii) purports to exclude the representation and/or warranty required by the paragraph immediately above.

Completion and return of the PAL by any person will constitute a warranty and representation to the Company, by such person, that all registration, legal and regulatory requirements, in connection with such application have been or will be duly complied with by that person.

For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the representations and warranties above.

## GENERAL

Lodgment of the PAL with, where relevant, the "Form of Transfer and Nomination" purporting to have been signed by the person(s) in whose favour the 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 PAL and/or the share certificates for the Rights Shares. Further copies of the Prospectus are available at the Registrar, Tricor Secretaries Limited, Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong.

All documents, including cheques for refund, and the share certificates of the Rights Shares, will be sent by ordinary post at the risk of the relevant applicants or other persons entitled thereto.

The PAL and all acceptances of the offer contained in it shall be governed by and construed in accordance with the laws of Hong Kong. Nil-paid Rights Shares are expected to be traded in board lots of 2,000 (as the existing Shares are currently traded on the Stock Exchange in board lots of 2,000).

References in the PAL to times and dates are to Hong Kong times and dates unless otherwise stated.

If you have questions in relation to the Rights Issue, please address your questions to the Registrar, Tricor Secretaries Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong during business hours from 9:00 a.m. to 4:30 p.m., Monday to Friday (other than Hong Kong public holidays).

By completing, signing and submitting the PAL, you agree to disclose to the Company and/or the Registrar and their respective advisers and agents personal data and any information which they require about you or the person(s) for whose benefit you have made the acceptance of the provisional allotment of Rights Shares. The Personal Data (Privacy) Ordinance provides the holders of securities with rights to ascertain whether the Company or the Registrar hold their personal data, to obtain a copy of that data, and to correct any data that is inaccurate. In accordance with the Personal Data (Privacy) Ordinance, the Company and the Registrar have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to (i) the Company, at its head office and principal place of business in Hong Kong at Unit D, 3rd Floor, Winfield Industrial Building, 3 Kin Kwan Street, Tuen Mun, New Territories, 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 in this PAL.

Yours faithfully,

For and on behalf of the Board

**Victory City International Holdings Limited**

**Li Ming Hung**

*Chairman*



## VICTORY CITY INTERNATIONAL HOLDINGS LIMITED

冠華國際控股有限公司\*

(於百慕達註冊成立之有限公司)

(股份代號：539)

敬啟者：

### 緒言

根據暫定配額通知書之條款及條件及供股章程所載者，並在本公司組織章程大綱及細則之規限下，董事已向閣下暫定配發暫定配額通知書表格甲所示之供股股份數目，基準為於二零一九年三月十五日(星期五)以閣下名義在本公司股東登記冊上登記持有每兩股股份獲發一股供股股份。閣下於該日持有之股份列於暫定配額通知書表格甲的甲欄，而向閣下暫定配發之供股股份數目則列於暫定配額通知書表格甲的乙欄。除非文義另有所指，否則供股章程所界定之詞彙於本文件使用時具有相同涵義。

閣下有權不遲於二零一九年四月十日(星期三)下午四時正根據下文所載之方式，按每股供股股份0.098港元之價格(股款應於接納時繳足)購買向閣下暫定配發之供股股份。

在下文「合資格股東及除外股東」一節之規限下，閣下可接納據此向閣下暫定配發之全部或任何數目之供股股份，或出售閣下有關該等供股股份之全部或任何權利。閣下如欲只接納閣下之部分暫定配額並將餘額轉讓，或擬將閣下之暫定配額轉讓予超過一人，則閣下應參閱本暫定配額通知書「分拆」一節內之指示。閣下如欲轉讓閣下之全部暫定配額，則閣下應參閱本暫定配額通知書「轉讓」一節內之指示。

供股須待(其中包括)包銷協議成為無條件及並無被終止後，方可作實。倘供股並未成為無條件，則供股將不會進行。

### 供股股份

將予配發及發行之供股股份(受本公司之組織章程大綱及細則所規限)將在各方面(尤其包括股息、投票權及股本方面)彼此之間及與於配發及發行供股股份當日之所有已發行股份享有同等權益，故該等繳足股款供股股份之持有人將有權收取記錄日期訂於配發及發行繳足股款供股股份當日或之後的所有未來股息及分派。

待未繳股款及繳足股款供股股份獲准於聯交所上市及買賣，且符合香港結算之股份收納規定後，未繳股款及繳足股款供股股份將獲香港結算接納為合資格證券，可自未繳股款及繳足股款供股股份各自在聯交所開始買賣當日或香港結算決定之其他日期起，在中央結算系統寄存、結算及交收。聯交所參與者之間於任何交易日進行之交易須於其後第二個交收日在中央結算系統進行交收。中央結算系統之一切活動均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。

### 接納手續

香港境外之任何人士(包括但不限於代理人、保管人、代名人及受託人)如欲接納其於供股項下之權利，須自行確保已全面遵守有關地區之適用法律，包括取得任何必要政府或其他同意、符合任何其他所需之手續，以及繳納有關地區之任何發行、轉讓或其他稅項。

合資格股東如欲悉數接納其供股股份暫定配額，必須不遲於二零一九年四月十日(星期三)(或在惡劣天氣之情況，按本暫定配額通知書「惡劣天氣之影響」一段所述有關較後日期)下午四時正將整份暫定配額通知書連同暫定配額通知書表格甲的丙欄所示須於接納時支付之全數股款交回登記處卓佳秘書商務有限公司，地址為香港皇后大道東183號合和中心22樓。所有股款須以港元繳付，支票必須由香港持牌銀行的戶口開出，而銀行本票則須由香港持牌銀行發出，註明抬頭人為「**Victory City International Holdings Limited – Provisional Allotment Account**」，並以「**只准入抬頭人賬戶**」劃線方式開出。繳付股款後，即表示已按暫定配額通知書及供股章程所載之條款，及在本公司之組織章程大綱及細則之規限下接納有關的暫定配額。繳款將不會獲發收據。所有有關暫定配額通知書之查詢均須提交登記處。

謹請注意，除非由原本獲配發的人士或已經以本身名義獲有效轉讓有關權利之任何人士填妥之暫定配額通知書，連同暫定配額通知書表格甲內丙欄所示之應繳股款，已按上文所述於二零一九年四月十日(星期三)(或在惡劣天氣之情況，按本暫定配額通知書「惡劣天氣之影響」一段所述有關較後日期)下午四時正之前交回，否則閣下之暫定配額及一切據此而獲得之權利將視作已遭放棄而被取消。本公司可以(全權酌情)將並未遵照有關指示填妥之暫定配額通知書視作有效，且對交回之人士或其代表之人士具有約束力。

## 分拆

閣下如欲只接納閣下之部分供股股份暫定配額而不放棄閣下暫定配額之餘額，或轉讓認購據此向閣下暫定配發之供股股份之部分權利，或向超過一名人士(並非作為聯名持有人)轉讓閣下全部或部分權利，則閣下須不遲於二零一九年四月一日(星期一)下午四時三十分將整份原暫定配額通知書，連同清楚註明所需要之分拆暫定配額通知書數目及每份分拆暫定配額通知書包含之未繳股款供股股份數目(兩者合共應相等於暫定配額通知書表格甲內乙欄所載向閣下暫定配發之供股股份數目)之信件，交回及送達登記處卓佳秘書商務有限公司，地址為香港皇后大道東183號合和中心22樓，以供登記處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交回原暫定配額通知書後第二個營業日上午九時正後於登記處(地址同上)領取。

## 轉讓

閣下如欲轉讓閣下在暫定配額通知書下之全部暫定配額予其他一名人士或多名人士(作為聯名持有人)，則閣下應填妥及簽署暫定配額通知書內之「轉讓及提名表格」(表格乙)，並將填妥及簽妥之暫定配額通知書轉交閣下之暫定配額之承讓人或經手辦理轉讓之人士。承讓人其後須填妥及簽署暫定配額通知書內之「登記申請表格」(表格丙)，並不遲於二零一九年四月十日(星期三)下午四時正將整份暫定配額通知書連同於接納時應繳之全部款項交回登記處(地址同上)。

謹請注意，閣下轉讓有關供股股份之認購權予承讓人時須繳付香港印花稅，而承讓人於接納有關權利時亦須繳付香港印花稅。倘本公司相信閣下作出的轉讓或會違反適用法律或監管規定，則本公司保留權利拒絕受理以任何人士為受益人之任何轉讓登記。

## 零碎供股股份

本公司不會暫定配發零碎供股股份。所有零碎供股股份將向下湊整，達至最接近之供股股份整數。如可獲得溢價(扣除開支後)，則所有透過彙集零碎供股股份產生之供股股份將於市場上出售，利益歸本公司所有。所有未售出零碎供股股份將可供合資格股東以額外申請表格提出額外申請。

## 終止包銷協議

倘於最後終止時限前，

(A) 下列任何一項或多項事件或事情發生、出現、存在或生效：

- (i) 於包銷協議簽訂後推出任何新法規，或現有法律或法規(或其司法詮釋)有變；

- (ii) 發生屬政治、軍事、財政、經濟或其他性質，或性質為任何本地、國家或國際敵對行為或武裝衝突爆發或有關事態升級，或影響本地證券市場之任何本地、國家或國際事件或變動(不論是否構成於包銷協議簽訂後發生或繼續發生之一連串事件或變動之部分)；
- (iii) 本集團任何成員公司之業務或者財務或貿易狀況於包銷協議簽訂後發生任何重大不利變動；
- (iv) 任何天災、戰爭、暴動、治安不靖、騷亂、火災、水災、爆炸、疫症、恐怖活動、罷工或停工於包銷協議簽訂後發生；
- (v) 聯交所因特殊金融情況或其他理由而全面終止、暫停或嚴格限制股份買賣之情況於包銷協議簽訂後發生或生效；
- (vi) 涉及潛在市況變動(包括但不限於香港、中國或與本集團任何成員公司有關之其他司法管轄區之財政或貨幣政策或外匯或貨幣市場有變、暫停或限制證券買賣、實施或面對經濟制裁，以及貨幣狀況有變，就本條文而言包括香港貨幣價值與美國貨幣價值掛鈎之制度有變)之任何變動或發展於包銷協議簽訂後發生；或
- (vii) 供股章程於刊發時載有本公司未有於本文件日期前公開宣佈或公佈之資料(包括與本集團業務前景或狀況有關或者與本集團遵守任何法律、上市規則或任何適用法規有關)，

而包銷商合理地認為有關事件：

- (a) 可能對本集團整體業務或者財務或貿易狀況或者前景造成重大不利影響；
- (b) 可能對供股成功進行或供股股份之承購水平造成重大不利影響；或
- (c) 令繼續進行供股成為不當、不智或不宜；

(B) 包銷商獲悉包銷協議中任何保證或承諾遭違反或者任何義務或承諾未獲遵守；或

(C) 包銷商獲悉任何特定事件，

包銷商有權於最後終止時限前向本公司送達書面通知終止包銷協議。

於根據包銷協議發出通知後，包銷商及本公司於包銷協議項下之義務將即時終止，惟本公司仍有責任向包銷商支付本公司根據包銷協議應付之費用及開支(包銷佣金除外)。倘包銷商行使有關權利，則供股將不會進行。

## **支票及銀行本票**

所有支票及銀行本票將於收訖後過戶，而就有關款項賺取之全部利息(如有)將由本公司保留，收益歸本公司所有。在不影響本公司其他有關權利之情況下，任何暫定配額通知書所隨附之支票或銀行本票如未能於首次過戶時兌現，有關暫定配額通知書有可能被拒絕受理，在此情況下，該暫定配額通知書項下之暫定配額及所有權利將視作已遭拒絕及將予以註銷。填妥及交回暫定配額通知書連同所接納供股股份之付款支票或銀行本票，將構成申請人之一項保證，表示該支票或銀行本票於首次過戶時可獲兌現。



## 供股之股票及退款支票

預期所有繳足股款供股股份之股票將於二零一九年四月十八日(星期四)或之前以平郵方式寄發予已接納及(如適用)申請供股股份並繳交股款之合資格股東，郵誤風險概由彼等自行承擔。每位股東將就所有獲配發之供股股份收到一張股票。預期有關全部或部分不成功之額外供股股份(如有)申請之退款支票將於二零一九年四月十八日(星期四)或之前以平郵方式寄發予申請人，郵誤風險概由彼等自行承擔。

## 額外供股股份

合資格股東可以額外申請方式申請已暫定配發但未獲合資格股東接納或另行獲未繳股款供股股份式之受棄讓人或承讓人認購之任何供股股份、與除外股東之任何未售配額有關之供股股份及透過彙集零碎配額產生之任何未售供股股份。

合資格股東可填妥及簽署特設之額外申請表格申請額外供股股份。董事將按照以下原則公平公正地酌情分配額外供股股份(如有)：

- (a) 根據各項申請所申請之額外供股股份數目按比例向申請額外供股股份之合資格股東分配額外供股股份；
- (b) 不會考慮合資格股東以暫定配額通知書申請之供股股份或所持有之現有股份數目；
- (c) 不會優先處理湊足完整買賣單位之申請；及
- (d) 根據上市規則第7.21(3)(b)條，本公司將採取步驟識別由本公司任何控股股東或其聯繫人(統稱「相關股東」)(不論以自己名義或通過代名人)提出之額外供股股份申請。相關股東可申請之額外供股股份總數不得超過供股發售之供股股份總數減去其在保證供股股份配額下接納之供股股份數目，本公司對相關股東超出該上限之額外供股股份申請不予受理。

由代名人代為持有(或在中央結算系統持有)股份之實益擁有人務請注意，董事會將依據本公司之股東登記冊視該代名人(包括香港中央結算(代理人)有限公司)為一名單一股東。因此，以代名人之名義登記(或在中央結算系統持有)股份之實益擁有人務請注意，上述與分配額外供股股份有關之安排將不會個別提呈予彼等。

合資格股東如欲申請其暫定配額以外之任何供股股份，必須於二零一九年四月十日(星期三)下午四時正之前或本公司與包銷商可能協定之有關較後日期及/或時間之前填妥並簽署隨附於供股章程之額外申請表格，連同就所申請額外供股股份應繳之獨立股款交回登記處。所有股款須以港元繳付，支票必須由香港持牌銀行的戶口開出，而銀行本票則須由香港持牌銀行發出，註明抬頭人為「**Victory City International Holdings Limited – Excess Application Account**」，並以「**只准入抬頭人賬戶**」劃線方式開出。

## 派發本暫定配額通知書及其他章程文件

暫定配額通知書只向合資格股東寄發。

於香港以外之司法管轄區派發暫定配額通知書及其他章程文件可能受法律限制。管有暫定配額通知書或任何其他章程文件之人士(包括但不限於代理人、保管人、代名人及受託人)須自行了解並遵守任何有關限制。未能遵守該等限制可能構成違反任何有關司法管轄區的證券法律。任何股東或實益擁有人如對其有關情況有任何疑問，應盡快諮詢合適之專業顧問。尤其是，除本公司指定之若干例外情況外，管有暫定配額通知書及其他章程文件之人士不應向或由香港以外之司法管轄區派發、送交或送呈供股章程(不論是否連同暫定配額通知書或額外申請表格)。倘本公司相信准許任何股東接納其未繳股款供股股份或申請額外供股股份會違反任何司法管轄區之適用證券法例或其他法律或規例，則本公司保留拒絕任何股東接納或申請之權利。

章程文件並無及將不會根據香港以外任何司法管轄區之適用證券或同等法例登記或存檔。

## 合資格股東及除外股東

為符合資格參與供股及接納根據暫定配額通知書所暫定配發之供股股份，股東必須於二零一九年三月十五日(星期五)已經登記成為本公司之股東，且為合資格股東。

除外股東亦即董事於作出相關查詢時，基於該等股東或實益擁有人(視情況而定)身處之有關司法管轄區之法例之法律限制或該司法管轄區有關監管機構或證券交易所之規定，認為不得或不宜向該等股東或實益擁有人(視情況而定)提呈發售供股股份之海外股東。身為除外股東的股東及實益擁有人的權利將根據供股章程「董事會函件 — 供股 — 海外股東之權利」一節處理。

如可獲得溢價(扣除開支後)，則本公司將於二零一九年三月二十八日(星期四)至二零一九年四月四日(星期四)期間，安排將原應暫定配發予除外股東(假若其為合資格股東)之供股股份，暫定配發予本公司委任之一名或多名代名人及以未繳股款形式於市場出售。有關出售所得款項(扣除開支及印花稅後)如超過100港元，將按彼等於記錄日期之配額比例以港元支付予相關除外股東。如單筆金額為100港元或以下，則將撥歸本公司所有。有關除外股東未售配額之任何供股股份連同有關未獲合資格股東承購之未繳股款供股股份或未獲未繳股款供股股份之受棄讓人或承讓人認購之任何供股股份，將可供合資格股東以額外申請表格提出額外申請。該等安排將不適用於居住地址位於香港境外地區但(倘為股東)其於記錄日期在本公司股東登記冊登記之地址並非香港境外地區的任何股東，或(倘為實益擁有人)透過於記錄日期在本公司股東登記冊登記之地址並非香港境外地區的股份登記擁有人於股份中持有權益的實益擁有人。

收到暫定配額通知書及／或任何其他章程文件或中央結算系統股份賬戶存入未繳股款供股股份並不(亦將不會)構成在提呈要約屬違法之該等司法管轄區提呈要約，在該等情況下，暫定配額通知書及／或其他章程文件須視為僅供參考處理，亦不應複製或轉發。任何人(包括但不限於代理人、保管人、代名人及受託人)如收到暫定配額通知書及／或任何其他章程文件，不應(就供股而言)將其向或向由香港以外地區派發或寄發或在、向或由香港以外地區向任何人士轉讓未繳股款供股股份。倘任何人在任何有關地區收到，或其代理或代名人收到暫定配額通知書或額外申請表格或中央結算系統存入未繳股款供股股份，其不可尋求接納暫定配額通知書或額外申請表格內所述之權利或轉讓暫定配額通知書(或根據額外申請表格申請任何額外供股股份)，除非本公司及包銷商決定，有關行為不會導致違反適用法律或監管規定，則作別論。任何人(包括但不限於代理人、保管人、代名人及受託人)如在、向或由香港以外地區轉交本暫定配額通知書或任何其他章程文件(無論根據合約或法律責任或其他理由)，應促使收件人注意本節內容。

儘管暫定配額通知書或任何其他章程文件有任何其他規定，倘本公司按其全權酌情決定信納有關交易獲豁免遵守或不受限於引致有關限制的法例或法規，則本公司保留權利容許任何股東接納其未繳股款供股股份及／或申請額外供股股份。

## 惡劣天氣之影響

於以下情況，接納供股股份及支付股款及申請額外供股股份及支付股款之最後時限將不會生效：倘八號或以上熱帶氣旋警告信號或「黑色」暴雨警告(i)於最後接納時限當日本地時間中午十二時正前任何時間在香港生效及於中午十二時正後不再生效，在此情況下，最後接納時限將順延至同一營業日下午五時正；或(ii)於最後接納時限當日本地時間中午十二時正至下午四時正之間任何時間在香港生效，在此情況下，最後接納時限將更改為上午九時正至下午四時正之間任何時間概無懸掛上述警告信號之下一個營業日下午四時正。

倘接納供股股份及支付股款及申請額外供股股份及支付股款之最後時限並無於最後接納時限作實，則本節所述之日期或會受到影響。本公司將於實際可行情況盡快以公佈方式將預期時間表的任何變動告知股東。

## 聲明及保證

倘填妥、簽署及交回本暫定配額通知書，即表示每名有關的未繳股款供股股份之買方或供股股份之認購人據此向本公司及代表彼等之其他人士作出以下聲明及保證，除非本公司單方面酌情決定以書面方式明確豁免有關規定，否則：

- 彼於記錄日期為股東，或彼已依法或可依法從有關人士直接或間接取得未繳股款供股股份；及
- 彼可合法在其居住或目前身處之司法管轄區獲提呈、接納、取得、認購及收取未繳股款供股股份及／或繳足股款供股股份。

倘任何合資格股東接納及／或轉讓暫定配額通知書或要求登記暫定配額通知書內的供股股份，即表示除非已提供令本公司信納的證據，證明有關人士使用暫定配額通知書將不會違反任何司法管轄區的任何適用法律規定，有關人士等同已向本公司聲明及保證：(i)有關人士並非在任何香港以外地區接納及／或轉讓暫定配額通知書，或要求登記有關的未繳股款供股股份或繳足股款供股股份；(ii)有關人士並非身在香港以外地區，或身在任何地區導致其作出或接納要約以收購未繳股款供股股份或繳足股款供股股份乃屬違法，或該人士曾經或將以任何方式使用暫定配額通知書乃屬違法行為；(iii)於作出接納或轉讓指示時該人士並非以非全權委託形式為居於香港以外司法管轄區之人士行事；及(iv)有關人士並非為直接或間接提呈、出售、配發、接納、行使、轉售、放棄、抵押、轉讓、交付或分派任何有關未繳股款供股股份或繳足股款供股股份至香港以外任何司法管轄區而購買未繳股款供股股份或繳足股款供股股份。

倘出現下列情況，本公司可視任何接納或聲稱接納暫定配額通知書內的供股股份的配額，或轉讓或聲稱轉讓暫定配額通知書為無效：(i)本公司認為其為於香港以外地區簽立或寄發及接納或轉讓可能涉及違反香港以外地區的法律或接納或轉讓有可能違反任何司法管轄區的法律，或倘本公司或其代理人相信，二者可能違反任何適用法律或監管規定；(ii)就交付供股股份正式股票所提供的地址位於香港以外地區而有關交付屬違法，或就交付正式股票所提供的地址位於香港境外且交付該等股票乃屬違法的任何其他司法管轄區；或(iii)聲稱拒絕上一段所規定的聲明及／或保證。

任何人士填妥及交回暫定配額通知書將構成該位人士對本公司作出之一項保證及聲明，表示該位人士已妥為遵照或將妥善遵照有關申請之所有登記、法律及監管規定。

為免產生疑慮，特此聲明，香港結算及香港中央結算(代理人)有限公司概不受上述任何聲明及保證所限。

## 一般事項

暫定配額通知書連同(如相關)聲稱由獲發暫定配額通知書人士所簽署之「轉讓及提名表格」一經交回，即確證交回之人士(一名或多名)有權處理暫定配額通知書及收取分拆之暫定配額通知書及／或供股股份之股票。如需要額外之供股章程，可於登記處卓佳秘書商務有限公司(地址為香港皇后大道東183號合和中心22樓)索取。

所有文件(包括退款支票及供股股份之股票)將以平郵方式寄予有關申請人或其他應得之人士，郵誤風險概由收件人自行承擔。

暫定配額通知書及所有接納其中所載之要約均須受香港法律監管及根據香港法律詮釋。預期末繳股款供股股份將以2,000股為每手買賣單位進行買賣(現有股份目前以2,000股為每手買賣單位在聯交所進行買賣)。

除另有說明者外，暫定配額通知書內所提及之日期及時間均為香港日期及時間。

倘閣下對供股有任何疑問，請於星期一至星期五(香港公眾假期除外)上午九時正至下午四時三十分之營業時間內將閣下的問題提交登記處卓佳秘書商務有限公司，地址為香港皇后大道東183號合和中心22樓。

倘填妥、簽署及交回暫定配額通知書，即表示閣下同意向本公司及／或登記處及彼等各自之顧問及代理披露個人資料及彼等所需而有關於閣下或閣下為其利益而接納暫定配發之供股股份的人士之任何資料。《個人資料(私隱)條例》給予證券持有人權利可確定本公司或登記處是否持有其個人資料，索取有關資料之副本，以及更正任何不準確之資料。根據《個人資料(私隱)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索取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)本公司之總辦事處及香港主要營業地點，地址為香港新界屯門建群街3號永發工業大廈3樓D室或根據適用法律不時通知之地點並以本公司公司秘書為收件人；或(ii)(視乎情況而定)於本暫定配額通知書所示地址之登記處收。

此致

列位合資格股東 台照

代表董事會  
**冠華國際控股有限公司**  
主席  
**李銘洪**  
謹啟

二零一九年三月二十六日

**IN THE EVENT OF TRANSFER OF RIGHTS TO SUBSCRIBE FOR RIGHTS SHARE(S), HONG KONG 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 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 THE 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。在送交本文件以登記轉讓任何供股股份權益之前，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/their right(s) to subscribe for the Rights Shares set out in Box B of Form A)

(只供擬轉讓其／彼等載於表格甲內乙欄之全部供股股份認購權之合資格股東填寫及簽署)

To: The Directors,  
**Victory City International Holdings Limited**

致：**冠華國際控股有限公司**  
列位董事

Dear Sirs,  
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) in this PAL.

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本暫定配額通知書所載登記申請表格(表格丙)之人士。

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: \_\_\_\_\_ 2019

日期：二零一九年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

NOTE: Hong Kong stamp duty is payable in connection with the transfer of the rights to subscribe for the Rights Share(s).

附註：轉讓認購供股股份之權利須繳付香港印花稅。

**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 rights to subscribe for the Rights Shares 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,  
**Victory City International Holdings Limited**

致： **冠華國際控股有限公司**  
列位董事

Dear Sirs,  
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 of association and bye-laws of the Company.

敬啟者：  
本人／吾等謹請 閣下將表格甲內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供股章程所載條款，以及在 貴公司之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	<input type="checkbox"/>
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To be completed in BLOCK LETTERS in English. Joint applicants should give the address of the first-named applicant only. 請用英文大楷填寫。聯名申請人只須填報排名首位的申請人的地址。			
Name in English 英文姓名／名稱	Family name or Company name 姓氏或公司名稱	Other name(s) 名字	Name in Chinese 中文姓名／名稱
Name continuation and/or full name(s) of joint applicant(s) (if required) 姓名(續)及／或 聯名申請人全名／名稱 (如有需要)			
Address in English (joint applicants shall give the address of the first-named applicant only) 英文地址(聯名申請人只須 填報排名首位的申請人的地址)			
Occupation 職業		Tel. no. 電話號碼	
Dividend instructions 派息指示			
Name and address of bank 銀行名稱及地址			Bank account type 銀行戶口類別
			Bank account no. 銀行戶口號碼

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

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

Date: \_\_\_\_\_ 2019

日期：二零一九年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

**Hong Kong ad valorem stamp duty is payable by the transferor(s) and the transferee(s) if this form is completed.**  
**如已填妥此表格，轉讓人及承讓人須繳付香港從價印花稅。**

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