

**The whole of this Provisional Allotment Letter must be returned to be valid.**

**本暫定配額通知書必須整份交還，方為有效。**

**IMPORTANT**

**重要提示**

Reference is made to the prospectus dated August 30, 2022 issued by SJM Holdings Limited (the “Company”) in relation to the Rights Issue (the “Prospectus”). The PAL and EAF should be read in conjunction with the Prospectus. Capitalised terms used herein shall have the same meanings as those defined in the Prospectus unless the context requires otherwise.

茲提述澳門博彩控股有限公司（「本公司」）所刊發日期為2022年8月30日有關供股之供股章程（「供股章程」）。暫定配額通知書及隨附之額外申請表格應與供股章程一併閱讀。除文義另有所指外，本暫定配額通知書所用詞彙與供股章程所界定者具有相同涵義。

**IF YOU ARE IN DOUBT ABOUT ANY OF THE CONTENTS OF THIS PROVISIONAL ALLOTMENT LETTER (“PAL”), OR AS TO THE ACTION TO BE TAKEN, OR IF YOU HAVE SOLD OR TRANSFERRED ALL OR PART OF YOUR SHARES OF THE COMPANY, YOU SHOULD CONSULT YOUR STOCKBROKER OR REGISTERED DEALER IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.**

閣下如對本暫定配額通知書（「暫定配額通知書」）任何內容或應採取之行動有疑問，或閣下如已出售或轉讓所有或部份本公司的股份，應諮詢閣下之股票經紀、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。

**THIS PAL IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PAL AND THE ACCOMPANYING EXCESS APPLICATION FORM (“EAF”) WILL EXPIRE AT 4:00 P.M. ON WEDNESDAY, SEPTEMBER 14, 2022 (OR SUCH LATER DATE AND/OR TIME AS MENTIONED IN THE PARAGRAPH HEADED “EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE OF AND PAYMENT FOR THE RIGHTS SHARES” BELOW).**

本暫定配額通知書具有價值及可轉讓，務請閣下立即處理。本暫定配額通知書及隨附之額外申請表格（「額外申請表格」）所載要約將於2022年9月14日（星期三）下午4時正（或下文「惡劣天氣對接納供股股份及繳付股款之最後時限之影響」一段所述之較後日期及／或時間）結束。

A copy of this PAL, together with a copy of each of the other Prospectus Documents and copies of the documents specified in the section headed “12. Documents Delivered to the Registrar of Companies in Hong Kong” in Appendix III to the Prospectus, has 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 SFC, the Stock Exchange and the Registrar of Companies in Hong Kong take no responsibility as to the contents of any of the Prospectus Documents.

本暫定配額通知書連同各其他章程文件以及供股章程附錄三「12. 送呈香港公司註冊處處長之文件」一節所指文件已根據公司（清盤及雜項條文）條例（香港法例第32章）第342C條之規定送呈香港公司註冊處處長登記。證監會、聯交所及香港公司註冊處處長對任何章程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，並明確表示概不對因本暫定配額通知書之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。

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 on the Stock Exchange. You should consult your stockbroker or other licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser(s) for details of those settlement arrangements and how such arrangements may affect your rights and interests. 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.

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，可自各自開始於聯交所買賣日期起，在中央結算系統寄存、結算及交收。閣下應就該等交收安排詳情及有關安排對閣下之權利或權益可能造成之影響，諮詢閣下之股票經紀或其他持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。聯交所參與者之間於任何交易日進行之交易，須於其後第二個交易日在中央結算系統內結算。在中央結算系統內進行之一切活動必須依照不時有效之《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。

The Rights Issue is conditional upon the Underwriting Agreement having become unconditional and the Underwriter not having terminated the Underwriting Agreement in accordance with its terms. It should also be noted that the Underwriting Agreement contains provisions granting the Underwriter the right to terminate its obligations on the occurrence of certain events including force majeure. Please refer to the section headed “Rescission and Termination of the Underwriting Agreement” in the Prospectus for further details. Accordingly, the Rights Issue may or may not proceed. Any dealings in the Shares up to the date on which all the conditions of the Rights Issue are fulfilled, and any Shareholders dealing in the Rights Shares in nil-paid form will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholders or other persons contemplating any dealings in the Shares or Rights Shares in their nil-paid form should exercise caution and are recommended to consult their professional advisers.

供股須待包銷協議成為無條件及包銷商並無根據包銷協議條款終止包銷協議後，方可作實。另請注意，包銷協議載有授予包銷商權利以於發生若干事件（包括不可抗力事件）時終止其責任之條文。有關進一步詳情，請參閱供股章程「撤銷及終止包銷協議」一節。因此，供股未必一定會進行。直至供股的所有條件達成之日止期間買賣任何股份，以及買賣未繳股款供股股份的任何股東，將相應承擔供股可能無法成為無條件或可能無法進行的風險。任何擬買賣股份或未繳股款供股股份的股東或其他人士應審慎行事及諮詢其專業顧問意見。

You should seek your own advice and must rely on your own examination, analysis and enquiry of the Company, the terms of the Rights Issue, including the risks involved. You acknowledge that you have not relied on the Underwriter in connection with any investigation of the accuracy of any information contained in the Prospectus or your investment decision.

閣下須自行尋求建議且必須依賴自身有關本公司及供股條款（包括所涉及風險）的調查、分析及查詢。閣下承認，調查供股章程所載資料是否準確及作出投資決定時並無依賴包銷商。

Form A  
表格甲

Share Registrar:  
股份過戶登記處:  
Computershare Hong Kong Investor  
Services Limited  
Shops 1712-1716, 17th Floor  
Hopewell Centre  
183 Queen's Road East  
Wanchai, Hong Kong  
香港中央證券登記有限公司  
香港灣仔  
皇后大道東183號  
合和中心  
17樓1712-1716號舖



澳門博彩控股有限公司  
SJM HOLDINGS LIMITED

於香港註冊成立的有限責任公司 股份代號: 880  
incorporated in Hong Kong with limited liability Stock Code: 880

Registered Office and  
Principal Place of Business:  
註冊辦事處及主要營業地址:  
18th Floor, China Merchants Tower  
Shun Tak Centre  
Nos. 168-200  
Connaught Road Central  
Hong Kong  
香港  
干諾道中168-200號  
信德中心招商局大廈  
18樓

August 30, 2022  
2022年8月30日

**RIGHTS ISSUE ON THE BASIS OF ONE (1) RIGHTS SHARE  
FOR EVERY FOUR (4) EXISTING SHARES HELD  
ON THE RECORD DATE AT THE SUBSCRIPTION PRICE OF  
HK\$2.08 PER RIGHTS SHARE PAYABLE IN FULL ON  
ACCEPTANCE BY NOT LATER THAN 4:00 P.M.  
ON WEDNESDAY, SEPTEMBER 14, 2022**

按於記錄日期每持有四(4)股現有股份  
可獲發一(1)股供股股份之基準  
以認購價為每股供股股份2.08港元進行供股  
股款須不遲於2022年9月14日(星期三)下午4時正接納時全數繳足

**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

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

BOX A 甲欄 (Note 1 附註1)

Note 1 Total number of Shares registered in your name(s) on Monday, August 29, 2022  
附註1 於2022年8月29日(星期一)登記於閣下名下之股份總數  
Note 2 Number of Rights Shares provisionally allotted to you subject to payment in full on acceptance by not later than 4:00 p.m. on Wednesday, September 14, 2022  
附註2 暫定配發予閣下之供股股份數目, 接納之全數款項須不遲於2022年9月14日(星期三)下午4時正前繳足  
Note 3 Total subscription monies payable on acceptance in full  
附註3 於接納時應全數繳足之認購款項總額

BOX B 乙欄 (Note 2 附註2)

BOX C 丙欄 HK\$港元 (Note 3 附註3)

HK\$
港元

Name of bank on which cheque/  
banker's cashier order is drawn:  
支票/銀行本票的付款銀行名稱:

\_\_\_\_\_

Cheque/banker's cashier order number:

支票/銀行本票號碼: \_\_\_\_\_

Contact telephone number:  
聯絡電話號碼:

\_\_\_\_\_

CCS2952

SJMH



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

在轉讓本文件所指供股股份的認購權時，每宗買賣均須繳付香港從價印花稅。除出售以外，餽贈或轉讓實益權益亦須繳付香港從價印花稅。在本文件所指之任何供股股份配額轉讓登記之前，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 its/his/her/their right(s) to subscribe for the Rights Shares set out in Box B of Form A)  
(僅供有意轉讓表格甲中乙欄所列其全部供股股份認購權之合資格股東填寫及簽署)

To: **The Directors**  
**SJM Holdings Limited**

致： 澳門博彩控股有限公司  
列位董事 台照

Dear Sirs and Madams,

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／吾等供股股份的認購權全數轉讓予接受此權利並簽署下列登記申請表格(表格丙)之人士。

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

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

Date: \_\_\_\_\_ 2022  
日期：\_\_\_\_\_

**Hong Kong ad valorem stamp duty shall be payable by the transferor(s) and the transferee(s) in connection with the transfer of rights to subscribe for the Rights Shares if this form is completed.**

填妥此表格後，有關轉讓供股股份認購權的轉讓人及承讓人須就轉讓認購供股股份的權利支付香港從價印花稅。

(To be completed and signed only by the person(s) to whom the rights to subscribe for the Rights Shares have been transferred)  
(僅供已獲轉讓供股股份認購權之人士填寫及簽署)

To: **The Directors**  
**SJM Holdings Limited**

致：澳門博彩控股有限公司  
列位董事 台照

Dear Sirs and Madams,

I/We request you to register the number of Rights Shares mentioned in Box B in Form A in my/our name(s). I/we agree to accept the same on the terms set out in this PAL and the accompanying Prospectus and subject to the articles of association of the Company.

敬啟者：  
本人／吾等謹請閣下將表格甲中乙欄所列數目之供股股份登記於本人／吾等名下。本人／吾等同意按照本暫定配額通知書及隨附之供股章程所載之條款，並在貴公司之組織章程細則之規限下接納此等股份。

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

To be completed in **BLOCK** letters in English. Joint transferees should give the address of the first-named transferee only. For Chinese transferee, please provide your name in both English and Chinese.  
請用英文正楷填寫。聯名承讓人僅須填寫排名首位之承讓人之地址。華裔承讓人請同時填寫中、英文姓名。

Name in English 英文姓名	Family name/Company name 姓氏／公司名稱 Other name(s) 名字	Name in Chinese 中文姓名
Name continuation and/or name(s) of joint applicant(s) in English (if any) 續姓名及／或聯名申請人英文姓名 (如有)		
Address in English (joint applicants should give the address of the first-named applicant only) 英文地址 (聯名申請人僅須填寫排名首位之申請人之地址)		
Occupation 職業		Telephone number 電話號碼
Dividend instructions 派息指示		
Name and address of bank 銀行名稱及地址		
	Bank account number 銀行賬戶號碼	

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

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

Date:  
日期：\_\_\_\_\_ 2022

**Hong Kong ad valorem stamp duty shall be payable by the transferor(s) and the transferee(s) in connection with the transfer of rights to subscribe for the Rights Shares if this form is completed.**

填妥此表格後，有關轉讓供股股份認購權的轉讓人及承讓人須就轉讓認購供股股份的權利支付香港從價印花稅。

To accept this provisional allotment of the Rights Shares in full, you must lodge this original PAL intact with the Company's share registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, together with a remittance, by cheque or banker's cashier orders, in Hong Kong dollars for the full amount shown in Box C above so as to be received by not later than 4:00 p.m. on Wednesday, September 14, 2022 (or such later date and/or time as mentioned under the paragraph headed "*Effect of Bad Weather on the Latest Time for Acceptance of and Payment for the Rights Shares*" overleaf). All remittances must be made in Hong Kong dollars and cheques must be drawn on an account with, or banker's cashier orders must be issued by, a licensed bank in Hong Kong and made payable to "SJM Holdings Ltd – PAL" and crossed "ACCOUNT PAYEE ONLY". Instructions on transfer and splitting are set out overleaf. No receipt will be given for such remittances.

閣下如全數接納此供股股份之暫定配額，必須將本暫定配額通知書正本連同以港元繳付上列丙欄所示之全數股款之支票或銀行本票，於2022年9月14日(星期三)下午4時正(或背頁「惡劣天氣對接納供股股份及繳付股款之最後時限之影響」一段所述之有關較後日期及／或時間)前交回本公司股份過戶登記處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖。所有股款須以港元繳付，並須以香港持牌銀行賬戶開出之支票或發出之銀行本票支付，註明抬頭人為「SJM Holdings Ltd – PAL」及以「只准入抬頭人賬戶」劃線方式開出。有關轉讓及分拆之指示載於背頁。本公司不會就有關股款發出收據。

The Rights Issue is conditional upon the Underwriting Agreement having become unconditional and the Underwriter not having terminated the Underwriting Agreement in accordance with its terms. It should also be noted that the Underwriting Agreement contains provisions granting the Underwriter the right to terminate its obligations on the occurrence of certain events including force majeure. Please refer to the section headed "Rescission and Termination of the Underwriting Agreement" in the Prospectus for further details. Accordingly, the Rights Issue may or may not proceed.

供股須待包銷協議成為無條件及包銷商並無根據包銷協議條款終止包銷協議後，方可作實。另請注意，包銷協議載有授予包銷商權利以於發生若干事件(包括不可抗力事件)時終止其責任之條文。有關進一步詳情，請參閱供股章程「撤銷及終止包銷協議」一節。因此，供股未必一定會進行。

Shares have been dealt in on an ex-entitlement basis from Friday, August 19, 2022. Dealings in the Rights Shares in the nil-paid form are expected to take place from Thursday, September 1, 2022 to Thursday, September 8, 2022 (both days inclusive). Any dealings in the Shares up to the date on which all the conditions of the Rights Issue are fulfilled, and any Shareholders dealing in the Rights Shares in nil-paid form will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholders or other persons contemplating any dealings in the Shares or Rights Shares in their nil-paid form should exercise caution and are recommended to consult their professional advisers.

股份已自2022年8月19日(星期五)起按除權基準買賣。未繳股款供股股份預期於2022年9月1日(星期四)至2022年9月8日(星期四)(包括首尾兩日)期間進行買賣。直至供股的所有條件達成之日止期間買賣任何股份，以及買賣未繳股款供股股份的任何股東，將相應承擔供股可能無法成為無條件或可能無法進行的風險。任何擬買賣股份或未繳股款供股股份的股東或其他人士應審慎行事及諮詢其專業顧問意見。

Each person accepting the provisional allotment specified in this PAL confirms that he/she/it has read the terms and conditions and acceptance procedures set out in the enclosed sheet and in the Prospectus and agrees to be bound by them. You should seek your own advice and must rely on your own examination, analysis and enquiry of the Company, the terms of the Rights Issue, including the risks involved. You acknowledge that you have not relied on the Underwriter in connection with any investigation of the accuracy of any information contained in the Prospectus or your investment decision.

接納本暫定配額通知書所載的暫定配額的每位人士均確認彼已閱讀附頁及供股章程所載的條款及條件以及接納手續，並同意受其約束。閣下須自行尋求建議且必須依賴自身有關本公司及供股條款(包括所涉及風險)的調查、分析及查詢。閣下承認，調查供股章程所載資料是否準確及作出投資決定時並無依賴包銷商。



# 澳門博彩控股有限公司 SJM HOLDINGS LIMITED

於香港註冊成立的有限責任公司 股份代號：880  
incorporated in Hong Kong with limited liability Stock Code : 880

August 30, 2022  
2022年8月30日

Dear Qualifying Shareholders,  
致合資格股東：

## INTRODUCTION

### 緒言

Reference is made to the prospectus (the “Prospectus”) dated August 30, 2022 issued by SJM Holdings Limited (the “Company”). Capitalised terms used herein shall have the same meanings as those defined in the Prospectus unless the context requires otherwise.

茲提述澳門博彩控股有限公司（「本公司」）所刊發日期為2022年8月30日之供股章程（「供股章程」）。除文義另有所指外，本暫定配額通知書所用詞彙與供股章程所界定者具有相同涵義。

In accordance with the terms and subject to the conditions set out in the Prospectus, the Directors have provisionally allotted to you the Rights Shares on the basis of one (1) Rights Share for every four (4) existing Shares registered in your name on the register of members of the Company as at the Record Date (i.e. August 29, 2022) at a subscription price of HK\$2.08 per Rights Share. Your holding of Shares as at the Record Date is set out in Box A in Form A and the total number of Rights Shares provisionally allotted to you is set out in Box B in Form A.

根據供股章程所載條款及在其所載條件規限下，董事已向閣下暫定配發供股股份，基準為按於記錄日期（即2022年8月29日）以閣下名義在本公司股東名冊內登記之每四（4）股現有股份可獲發一（1）股供股股份，認購價為每股供股股份2.08港元。閣下於記錄日期所持股份數目載於表格甲的甲欄，而暫定配發予閣下之供股股份總數則載於表格甲的乙欄。

The Rights Shares (when allotted, issued and fully paid) will rank *pari passu* with the then existing Shares in issue in all respects. Holders of fully-paid Rights Shares will be entitled to receive all future dividends and distributions which may be declared, made or paid on or after the date of allotment and issue of the Rights Shares.

供股股份（經配發、發行及繳足股款後）將在所有方面與當時已發行的現有股份享有同等權利。繳足股款供股股份持有人將有權收取於供股股份配發及發行日期或之後可能宣派、作出或支付的所有未來股息及分派。

Any Rights Shares provisionally allotted but not accepted, will be made available for excess application on EAFs by the Qualifying Shareholders (other than PRC Southbound Trading Investors) using the accompanying form of application for excess Rights Shares.

任何暫定配發但未被接納的供股股份均可由合資格股東（中國港股通投資者除外）使用隨附的額外供股股份申請表格（額外申請表格）作出額外申請。

## PROCEDURE FOR ACCEPTANCE AND PAYMENT

### 接納及付款手續

To take up your provisional allotment and entitlements in full, you must lodge the whole of this PAL in accordance with the instructions printed herein intact with the Company's share registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, together with a remittance for the full amount payable on acceptance, as set out in Box C in Form A, so as to be received by no later than 4:00 p.m. on Wednesday, September 14, 2022 (or such later date and/or time as mentioned in the paragraph headed "Effect of Bad Weather on the Latest Time for Acceptance of and Payment for the Rights Shares" below). All remittances must be made in Hong Kong dollars and cheques must be drawn on a bank account with, or banker's cashier orders must be issued by, a licensed bank in Hong Kong and made payable to "SJM Holdings Ltd – PAL" and crossed "ACCOUNT PAYEE ONLY". Such payment will constitute acceptance of the provisional allotment and entitlements on the terms of this PAL and the Prospectus and subject to the articles of association of the Company. No receipt will be given for such remittances. All enquiries in connection with the PAL should be addressed to the Company's share registrar, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong.

閣下如欲承購全數暫定配額，則不遲於2022年9月14日(星期三)下午4時正(或下文「惡劣天氣對接納供股股份及繳付股款之最後時限之影響」一段所述之有關較後日期及／或時間)，根據本暫定配額通知書所載指示將整份暫定配額通知書連同表格甲內丙欄所列接納時應付之全數股款交回本公司股份過戶登記處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖。所有股款須以港元繳付，及有關支票或銀行本票須由香港持牌銀行賬戶開出或發出，並註明抬頭人為「SJM Holdings Ltd – PAL」，且須以「只准入抬頭人賬戶」劃線方式開出。有關付款將構成接納本暫定配額通知書的暫定配額及供股章程之條款，並受本公司之組織章程細則所規限。繳付有關股款將不會獲發收據。有關暫定配額通知書的所有查詢應寄往本公司股份過戶登記處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17M樓。

It should be noted that unless this PAL, duly completed, together with the appropriate remittance shown in Box C in Form A, has been lodged as described above by no later than 4:00 p.m. on Wednesday, September 14, 2022 (or such later date and/or time as mentioned in the paragraph headed "Effect of Bad Weather on the Latest Time for Acceptance of and Payment for the Rights Shares" below), whether lodged by the original allottee or any person in whose favour the rights have been validly transferred, this provisional allotment and all rights and entitlements hereunder will be deemed to have been declined and will be cancelled. The Company may, at its sole discretion, treat this 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. The Company may require such incomplete PAL to be completed by the relevant applicants at a later stage.

務請注意，除非填妥的本暫定配額通知書連同表格甲內丙欄所示之適當股款已如上文所述不遲於2022年9月14日(星期三)下午4時正(或下文「惡劣天氣對接納供股股份及繳付股款之最後時限之影響」一段所述之有關較後日期及／或時間)交回(無論由原獲配發人或已有效獲轉讓權利的任何人士遞交)，否則本暫定配額及其項下之一切有關權利將被視作放棄及予以取消。即使按上述規定交回之暫定配額通知書並未按有關指示填妥，本公司可全權酌情決定將本暫定配額通知書視為有效，並對遞交通知書之人士或其代表具約束力。本公司可要求有關未有按指示填妥暫定配額通知書之申請人於稍後填妥有關通知書。

Completion and lodgment of this PAL will constitute a warranty and representation by you to the Company that all registration, legal and regulatory requirements of all relevant jurisdictions other than Hong Kong, in connection with the PAL and any acceptance of provisionally allotted Rights Shares, have been, or will be, duly complied with. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the representations and warranties. If you are in doubt as to your position, you should consult your stockbroker or registered dealer in securities, bank manager, solicitor, professional accountant or other professional adviser.

填妥及交回本暫定配額通知書即表示閣下向本公司保證及聲明已經或將會遵守除香港以外所有相關司法權區內有關暫定配額通知書及任何暫定配發供股股份的接納之所有註冊、法定及監管規定。為免生疑，香港結算或香港中央結算(代理人)有限公司概不受任何聲明及保證規限。倘閣下對本身的情況有疑問，應諮詢閣下之股票經紀、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。

## TRANSFER

### 轉讓

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) in this PAL, and hand this PAL to the transferee(s) or persons through whom you are transferring your rights. The transferee(s) must then complete and sign the Registration Application Form (Form C) and lodge this PAL intact together with a remittance for the full amount payable on acceptance as set out in Box C in Form A with the Company's share registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, so as to be received by no later than 4:00 p.m. on Wednesday, September 14, 2022 (or such later date and/or time as mentioned in the paragraph headed "Effect of Bad Weather on the Latest Time for Acceptance of and Payment for the Rights Shares" below). All remittances must be in Hong Kong dollars and cheques must be drawn on a bank account with, or banker's cashier orders must be issued by, a licensed bank in Hong Kong and made payable to "SJM Holdings Ltd – PAL" and crossed "ACCOUNT PAYEE ONLY". No receipt will be given for such remittances.

閣下如欲將全部暫定配發予閣下之供股股份認購權轉讓，須填妥及簽署本暫定配額通知書內轉讓及提名表格(表格乙)，並將本暫定配額通知書交予認購權之承讓人或轉讓經手人。其後，承讓人須不遲於2022年9月14日(星期三)下午4時正(或下文「惡劣天氣對接納供股股份及繳付股款之最後時限之影響」一段所述之有關較後日期及/或時間)將登記申請表格(表格丙)填妥，然後將整份暫定配額通知書連同表格甲丙欄所列接納時應付之全數股款交回本公司股份過戶登記處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖。所有股款須以港元繳付，及有關支票或銀行本票須由香港持牌銀行賬戶開出或發出，並註明抬頭人為「SJM Holdings Ltd – PAL」，且須以「只准入抬頭人賬戶」劃線方式開出。繳付有關股款將不會獲發收據。

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

謹請注意，閣下轉讓有關供股股份之認購權予承讓人時，須繳付香港從價印花稅，而承讓人於接納有關權利時亦須繳付從價印花稅。

## SPLITTING

### 分拆

If you wish to accept only part of your provisional allotment or to transfer a part of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder or to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you to more than one person, the original PAL must be surrendered and lodged for cancellation together 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 stated in Box B of this PAL), by no later than 4:30 p.m. on Monday, September 5, 2022 with the Company's share registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, who will cancel the original PAL and issue new PAL(s) in the denominations required, which will be available for collection at the office of the Company's share registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong after 9:00 a.m. on the second Business Day after your surrender of the original PAL.

閣下如僅欲接納部分暫定配額或轉讓本通知書所述獲暫定配發可認購供股股份之部分權利，或將認購暫時配發予閣下的供股股份的所有權利轉讓予一位以上之人士，須不遲於2022年9月5日(星期一)下午4時30分將原有暫定配額通知書，連同清楚註明所需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的未繳股款供股股份數目(兩者合計應相等於本暫定配額通知書內乙欄所述暫定配發予閣下的供股股份數目)的信件交回及呈交本公司股份過戶登記處香港中央證券登記有限公司以供註銷，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖，以便本公司股份過戶登記處註銷原有暫定配額通知書，並按所需數額發出新暫定配額通知書。新暫定配額通知書可於閣下交回原有暫定配額通知書後第二個營業日上午9時正後在本公司股份過戶登記處香港中央證券登記有限公司之辦事處(地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖)領取。



## FRACTIONAL ENTITLEMENTS

### 碎股配額

The Company will not provisionally allot and will not accept application for any fractions of the Rights Shares. All fractions of the Rights Shares will be aggregated (and rounded down to the nearest whole number). All nil-paid Rights Shares arising from such aggregation will be provisionally allotted (in nil-paid form) and sold in the market for the benefit of the Company if a premium (net of expenses) can be obtained, and the Company will retain the proceeds from such sale. Any unsold fractions of Rights Shares will be made available for excess application by the Qualifying Shareholders under the EAFs (other than PRC Southbound Trading investors) (if any). Should there be no excess application by the Qualifying Shareholders, those Rights Shares created from the aggregation of fraction of the Rights Shares may or may not be taken up by the Underwriter.

本公司將不會暫定配發及不會接受申請任何零碎供股股份。所有零碎供股股份將予匯集並約整至最接近的整數。匯集碎股所產生之全部未繳股款供股股份將獲暫定配發(以未繳股款形式)，且如扣除開支後可獲得溢價，則將以本公司為受益人於市場出售，而該等出售之所得款項將由本公司保留。任何未出售之零碎供股股份可供合資格股東(中國港股通投資者除外)(如有)根據額外申請表格作出額外申請。倘合資格股東並無作出額外申請，則匯集零碎供股股份所產生之該等供股股份未必會由包銷商予以承購。

In order to facilitate the trading of odd lots of Shares which will arise upon the Rights Issue, the Company has procured Halcyon Securities Limited to stand in the market and provide matching services on a best effort basis for the holders of odd lots of Shares during the period between Friday, September 23, 2022 to Thursday, October 13, 2022 (both days inclusive). Holders of odd lots of Shares who wish to take advantage of this facility either to dispose of their odd lots of Shares or to top up to board lots of 1,000 Shares may contact Mr. Hin Ng at (852) 3970 0966 or Mr. Terence Chung at (852) 3970 9963 of Halcyon Securities Limited as soon as possible during the period.

為促進因供股所產生零碎股份的買賣，本公司已促使鎧盛證券有限公司於2022年9月23日(星期五)至2022年10月13日(星期四)期間(包括首尾兩日)，盡力在市場為零碎股份持有人提供對盤服務。如零碎股份持有人擬利用此項措施出售零碎股份，或將其零碎股份補足至1,000股股份的每手買賣單位，可盡快於該段期間聯絡鎧盛證券有限公司的吳宇軒先生電話為(852) 3970 0966或鍾智逸先生電話為(852) 3970 9963。

## APPLICATION FOR EXCESS RIGHTS SHARES

### 申請額外供股股份

Qualifying Shareholders (other than the PRC Southbound Trading Investors) are entitled to apply for, by way of application for excess Rights Shares, (i) any unsold Rights Shares which would have been allotted to the Non-qualifying Shareholders had they been the Qualifying Shareholders; (ii) any Rights Shares provisionally allotted to but not validly accepted by the Qualifying Shareholders or otherwise not subscribed for by renounees or transferees of Rights Shares in nil-paid form; and (iii) any unsold Rights Shares created by aggregating fractions of Rights Shares in nil-paid form.

合資格股東(中國港股通投資者除外)可透過額外申請供股股份申請認購：(i)倘不合資格股東成為合資格股東可獲配發之任何未售出供股股份；(ii)已暫定配發但未獲合資格股東有效接納之任何供股股份，或未獲放棄未繳股款供股股份之人士或未繳股款供股股份承讓人另外認購之任何供股股份；及(iii)任何因匯集零碎未繳股款供股股份而產生之任何未售出供股股份。

If you wish to apply for any Rights Shares in addition to those provisionally allotted to you, you must complete and sign the accompanying EAF in accordance with the instructions printed thereon and lodge it, together with a separate remittance for the full amount payable on application in respect of the excess Rights Shares applied for, with the Company's share registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, by no later than 4:00 p.m. on Wednesday, September 14, 2022 (or such later date and/or time as mentioned in the paragraph headed "Effect of Bad Weather on the Latest Time for Acceptance of and Payment for the Rights Shares" below). All remittances must be made in Hong Kong dollars and cheques must be drawn on a bank account with, or banker's cashier orders must be issued by, a licensed bank in Hong Kong and made payable to "SJM Holdings Ltd – EAF" and crossed "ACCOUNT PAYEE ONLY". No receipt will be given for such remittances.

閣下如欲申請認購暫定配發予閣下者以外之任何供股股份，必須按隨附之額外申請表格印列之指示將其填妥及簽署，並連同所申請認購額外供股股份須另行支付之全數股款，於2022年9月14日(星期三)下午4時正(或下文「惡劣天氣對接納供股股份及繳付股款之最後時限之影響」一段所述之有關較後日期及/或時間)前交回本公司股份過戶登記處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖。所有股款須以港元繳付，並須以香港持牌銀行賬戶開出之支票或發出之銀行本票支付，並註明抬頭人為「SJM Holdings Ltd – EAF」，且須以「只准入抬頭人賬戶」劃線方式開出。繳付有關股款將不會獲發收據。

The Directors will allocate the excess Rights Shares (if any) on a fair and equitable basis and as far as practicable on a pro rata basis, in proportion to the number of excess Rights Shares being applied for under each application, and no preference will be made to the Rights Shares subscribed through applications by PALs or the existing number of Shares held by Qualifying Shareholders and no preference will be given to applications made for topping up odd lot holdings to whole board lot holdings. It should be noted that the lodging of the EAF does not assure the Qualifying Shareholder of being allocated any Rights Shares in excess of those of his/her/its provisional allotments.

董事將按公平及平等基準及按盡可能實際可行的方式按比例基準，基於各申請下所申請認購的額外供股股份數量的比例配發額外供股股份(如有)，且不會優先考慮通過暫定配額通知書申請認購的供股股份或合資格股東所持有的現有股份數目，亦不會優先考慮為將碎股補足為完整每手買賣單位而作出的認購申請。應注意，遞交超額申請表格並不保證合資格股東會獲分配任何超出其暫定配額的供股股份。

## CHEQUES AND BANKER'S CASHIER ORDERS

### 支票及銀行本票

All cheques and banker's cashier orders accompanying completed PALs will be presented for payment following receipt and all interest earned on such monies will be retained for the benefit of the Company. Completion and return of this PAL will constitute a warranty and representation to the Company that all registration, legal and regulatory requirements of all relevant jurisdictions in connection with this PAL and any acceptance of it have been, or will be, duly complied with.

所有隨附已填妥暫定配額通知書的支票及銀行本票將於收取後予以即時兌現，就該等款項所賺取之所有利息將由本公司保留。填妥及交回本暫定配額通知書，即表示向本公司保證及聲明已經或將會妥為遵守所有相關司法權區內與本暫定配額通知書及其任何接納有關的一切登記、法律及監管規定。

Without prejudice to the other rights of the Company in respect hereof, any PAL in respect of which the accompanying cheque or banker's cashier order is dishonoured on first presentation is liable to be rejected, and in that event, the relevant provisional allotment and all rights and entitlements thereunder will be deemed to have been declined and will be cancelled. No receipt will be issued in respect of any application monies received.

倘任何隨附支票或銀行本票於首次過戶時未能兌現，則本公司拒絕受理任何該等暫定配額通知書之權利，但不影響本公司之其他相關權利。在此情況下，有關暫定配額及據此給予之一切有關權利將被視作放棄及予以取消。概不就任何已收取申請款項發出收據。

## SHARE CERTIFICATES AND REFUND

### 股票及退款

Subject to the fulfilment of the conditions of the Rights Issue, share certificates for all fully-paid Rights Shares are expected to be posted to those entitled thereto by ordinary post to their registered address, at their own risks, on or before Thursday, September 22, 2022. You will receive one share certificate for all the fully-paid Rights Shares allotted and issued to you.

待供股條件達成後，預期所有繳足股款供股股份之股票將於2022年9月22日(星期四)或之前以普通郵遞方式寄送至有權收取股票人士之登記地址，郵誤風險概由彼等自行承擔。閣下將就所有向閣下配發及發行的繳足股款供股股份收取一張股票。

If the Rights Issue does not become unconditional or does not proceed, the monies received in respect of the relevant provisional allotments and/or applications for excess Rights Shares (if any) will be refunded to the Qualifying Shareholders (other than the PRC Southbound Trading Investors) or such other person to whom the Rights Shares in nil-paid form have been validly renounced or transferred or, in the case of joint acceptances, to the first-named person, without interest and by means of cheques despatched by ordinary post at the risk of such Qualifying Shareholders or such other person to their registered addresses by the Company's share registrar on or before Thursday, September 22, 2022. Refund cheques in respect of wholly or partially unsuccessful applications for excess Rights Shares (if any) are expected to be despatched on or before Thursday, September 22, 2022 to the applicants without interest at their registered addresses by ordinary post at their own risk.

倘供股並無成為無條件或不進行，則就有關暫定配額及／或申請額外供股股份(如有)所收取之股款將於2022年9月22日(星期四)或之前不計利息以開出支票方式退還予合資格股東(中國港股通投資者除外)或已獲有效放棄或轉讓未繳款供股股份之有關其他人士，並以普通郵遞方式寄往彼等於本公司股份過戶登記處之登記地址(如屬聯名接納，則寄往首位人士之登記地址)，惟郵誤風險概由彼等自行承擔。全部或部分不成功之額外供股股份申請(如有)之退款支票預期將於2022年9月22日(星期四)或之前，不計利息以普通郵遞方式寄至申請人之登記地址，郵誤風險概由彼等自行承擔。

If the Underwriting Agreement is terminated and/or if any of the conditions in the section headed "Conditions of the Rights Issue" and "Conditions of the Underwriting Agreement" is not fulfilled and/or waived (as the case may be), the monies received in respect of the relevant provisional allotments will be returned to the relevant persons without interest by means of cheques despatched by ordinary post to their registered addresses at the risk of such persons on or before Thursday, September 22, 2022; thereafter, applications for excess Rights Shares will be returned to the applicants, or in case of joint applicants, to the first-named person, without interest by means of cheques despatched by ordinary post to their respective addresses at their own risk on or before Thursday, September 22, 2022.

倘包銷協議被終止及／或倘「供股之條件」及「包銷協議之條件」章節的任何條件未獲達成及／或獲豁免(視乎情況而定)，則有關暫定配額而收取之股款其後將於2022年9月22日(星期四)或之前以支票形式不計利息退還予有關人士，該支票將以普通郵遞方式寄發至彼等的登記地址，郵誤風險概由彼等自行承擔；其後，則有關申請額外供股股份的已收股款其後將於2022年9月22日(星期四)或之前以支票形式不計利息退還予申請人(或倘屬聯名申請人，則為名列首位的人士)，該支票將以普通郵遞方式寄發至彼等各自的地址，郵誤風險概由彼等自行承擔。

## TERMINATION OF THE UNDERWRITING AGREEMENT

### 終止包銷協議

If at any time prior to the Latest Time for Termination:

倘於最後終止時間之前任何時間：

- (i) any matter or circumstance arises as a result of which any of the conditions of the Underwriting Agreement has become or is likely to become incapable of satisfaction (or, as applicable, waiver) as at the required time; or  
出現任何事件或情況致使包銷協議的任何條件已或可能變成於指定時間無法達成(或若適用，獲豁免)；或
- (ii) any breach of any of the representations, warranties, undertakings and other provisions contained in the Underwriting Agreement by the Company comes to the knowledge of the Underwriter, or there has been such breach on the part of the Company, or any matter has arisen which would reasonably be expected to give rise to such a breach or a claim in respect of any of the representations, warranties, undertakings and other provisions contained in the Underwriting Agreement; or  
包銷商得悉本公司違反包銷協議所載任何陳述、保證、承諾及其他規定，或本公司已經發生有關違反行為或出現任何事項致使按合理預期會導致本公司發生前述違反或與包銷協議所載本公司任何的陳述、保證、承諾或其他規定有關的索償；或
- (iii) any breach by STDM of any of the representations, warranties, undertakings and other provisions contained in the Irrevocable Undertaking comes to the knowledge of the Underwriter, or there has been such breach on the part of STDM or any matter has arisen which would reasonably be expected to give rise to such a breach by STDM, or a claim in respect of any of the representations, warranties, undertakings and other provisions contained in the Irrevocable Undertaking; or  
包銷商得悉澳娛違反不可撤回承諾中的任何陳述、保證、承諾及其他規定，或澳娛已經發生有關違反行為或任何事情可合理預期因澳娛違約所造成，或就不可撤回承諾中的任何陳述、保證、承諾及其他規定提出索償；或
- (iv) any event occurs or matter arises, which, if it had occurred before the date of the Underwriting Agreement or before any of the times on which the warranties are deemed to be given, would have rendered any of the warranties untrue, incorrect or misleading; or  
發生任何事件或事情(倘若該事件或事情於包銷協議日期之前已發生或於保證被視為已作出之前已發生則會)致使該等保證失實、不正確或具有誤導性；或
- (v) any statement contained in any of the Prospectus Documents, the Announcement and any other announcement, circular or public documents issued or authorised by the Company relating to the Rights Issue has become or been discovered to be untrue, incorrect or incomplete in any material respect or misleading, or matters have arisen or have been discovered which would, if any of such documents was to be issued at the time, constitute a material omission therefrom; or  
章程文件、該公告及由本公司發佈或授權發佈的有關供股的任何其他公告、通函或其他公開文件中所載任何陳述成為或被發現在任何重大方面失實、不正確、不完整或具有誤導性，或發生或被發現會使得任何相關文件若在當時發佈則會有重大遺漏之事情；或
- (vi) the issue or requirement to issue by the Company of any supplement or amendment to any of the Prospectus Documents, the Announcement and any other announcement, circular or public documents issued or authorised by the Company relating to the Rights Issue; or  
本公司發出或要求發出對任何章程文件、該公告及本公司發出或授權的任何其他公告、通函或公開文件的任何補充或修訂；或
- (vii) non-compliance of any of the Prospectus Documents, the Announcement and any other announcement, circular or public documents issued or authorised by the Company relating to the Rights Issue (or any other documents used in connection with the contemplated offer and sale of the Rights Shares) or any aspect of the Rights Issue with the Listing Rules or any other applicable laws, rules or regulations; or  
任何章程文件、公告及本公司發出或授權的任何其他公告、通函或公開文件(或與預期提呈發售及出售供股股份有關的任何其他文件)或供股的任何方面不符合上市規則或任何其他適用法律、法規或規例；或
- (viii) there shall have developed, occurred or come in effect any change or development involving a prospective change, any event or circumstance likely to result in a change or development involving a prospective change, in or affecting the assets, liabilities, business, condition, results of operations, prospects, management, shareholders' equity or in the financial or trading position of the Group taken as a whole which, in the sole opinion of the Underwriter, is or may be materially adverse in the context of the Rights Issue or makes or may make it impracticable, inadvisable or inexpedient to proceed with the Rights Issue; or  
本集團整體的資產、負債、業務、狀況、經營業績、前景、管理、股東權益、財務狀況或經營狀況的任何變化或涉及到潛在變動的發展，或會導致該等變化或該等潛在變動的發展，或對之有影響的該等變化或該等潛在變動的發展的任何事件或情況已發生、出現或生效，而且包銷商獨自認為其對或可能對供股嚴重不利，或使得或可能使得進行供股不可行、不可取或不宜進行；或
- (ix) a petition is presented for the winding-up or liquidation of any member of the Group or any member of the Group makes any composition or arrangement with its creditors or enters into a scheme of arrangement or any resolution is passed for the winding-up of any member of the Group or a provisional liquidator, receiver or manager is appointed over all or part of the assets or undertaking of any member of the Group; or  
關於本集團任何成員公司清盤或清算的呈請書已經提交，或本集團任何成員公司與其債權人達成了任何債務重整協議或安排或訂立了協議安排或通過了本集團任何成員公司的任何清盤決議，或為本集團任何成員公司全部或部分資產或業務委任了臨時清盤人、接管人或管理人；或
- (x) permission to deal in and listing of all the Rights Shares (in their nil-paid and fully-paid forms) has been withdrawn and/or prohibited or otherwise restricted by the Stock Exchange; or  
聯交所撤回及／或禁止或以其他方式限制批准所有未繳股款及繳足股款之供股股份買賣及上市；或

- (xi) a prohibition on the Company for whatever reason from allotting, issuing or selling any of the Rights Shares (whether in nil-paid or fully paid form) pursuant to the terms of the Rights Issue and the Underwriting Agreement; or  
根據供股及包銷協議的條款，禁止本公司以任何理由配發、發行或出售任何供股股份(不論以未繳股款或繳足股款形式)；或
- (xii) any expert, whose consent is required for the issue of the Prospectus with the inclusion of its reports, letters or opinions and references to its name included in the form and context in which it respectively appears, has withdrawn its consent prior to the issue of the Prospectus; or  
須就刊發章程發出同意書並同意按供股章程所示形式及涵義載入其報告、函件或意見及引述其名稱的任何專家於刊發供股章程前撤回其各自的同意書；或
- (xiii) the Company has withdrawn any of the Prospectus Documents, the Announcement and any other announcement, circular or public documents issued or authorised by the Company relating to the Rights Issue or the Rights Issue; or  
本公司已撤回任何的章程文件、該公告及本公司刊發或授權的任何有關供股的其他公告、通函或公開文件或供股；或
- (xiv) any of the major approvals, concessionaires, sanctions, orders, clearances, no objections declarations, qualifications, licences, permits, certificates, consents, permissions, authorisations, filings and registrations (collectively, the “Approvals”) as required by any member of the Group in connection with its operations and business activities or the continuation of such operations and activities has expired or lapsed or has been terminated or withdrawn, or any of such Approvals has become or is likely to become incapable of being duly and successfully bided, obtained, granted, extended and renewed (as the case may be) in accordance with the applicable laws, rules and regulations; or  
本集團任何成員公司就其經營及業務活動或該等經營及業務活動的持續所需的任何主要批准、批給、制裁、命令、審批、無異議聲明、資格、牌照、許可證、證書、同意書、許可、授權、存檔及登記(統稱「批准」)已屆滿或失效，或已予終止或撤回，或任何該等批准已變得或很可能成為無能力根據適用法律、規則及規例，妥為及成功地競投、取得、批出、延展及續期(視情況而定)；或
- (xv) there has occurred, happened, come into effect or, become public knowledge or become in contemplation or continued to be in contemplation, any event, series of events or circumstances concerning or relating to (whether or not foreseeable and whether or not in contemplation prior to or after the entering of the Underwriting Agreement) any law, rule or regulation, or any change or development involving a prospective change (whether or not permanent) in or affecting any laws, rules or regulations, or any other matters, that may affect the validity, bidding, obtaining, granting, extension or renewal of any of the major Approvals as required by any member of the Group in connection with its operations and business activities or the continuation of such operations and activities (which includes, without limitation, any event, series of events or circumstances concerning or relating to: (a) any conditions that may be imposed on, or qualifications or pre- requisitions that may be required to be possessed or fulfilled by, SJM Resorts or any other member of the Group in order for SJM Resorts or any other member of the Group to bid for, renew or otherwise possess any of such Approvals; (b) any conditions with respect to the shareholding or share capital structure of SJM Resorts or any other member of the Group; and (c) any other requirements that may render the Company and/or SJM Resorts necessary or desirable to seek approval from its shareholders (whether or not such approval will be sought prior to or after completion of the Rights Issue) pursuant to the requirements of its articles of association or any applicable law, rule or regulation); or  
任何法律、規則或規例，或涉及任何法律、規則或規例的預期變動(不論是否為永久性)的任何變動或發展或影響任何法律、規則或規例的任何事件、連串事件或情況(不論是否可預見，亦不論是否在訂立包銷協議前後所預期)或任何其他事情，已出現、發生、生效，或公眾已知悉或正預期或繼續預期，而該等變動或發展或會影響本集團任何成員公司就其經營及業務活動或該等經營及活動的持續所需的任何主要批准的有效性、競投、取得、批出、延期或續期(其中包括但不限於涉及或關於以下各項的任何事件、連串事件或情況：(a)為使澳娛綜合或本集團任何其他成員公司競投、續期或以其他方式獲得任何該等批准而可能施加的任何條件或規定澳娛綜合或本集團任何其他成員公司須具備或符合的資格或先決條件；(b)關於澳娛綜合或本集團任何其他成員公司的股權或股本結構的任何條件；及(c)使本公司及／或澳娛綜合有需要或適宜依據其組織章程細則或任何適用法律、規則或規例的規定尋求其股東批准的任何其他規定(不論是否會在供股完成前後尋求該等批准)；或
- (xvi) there has occurred, happened, come into effect, become public knowledge or become in contemplation or continued to be in contemplation, any event, series of events or circumstances concerning or relating to (whether or not foreseeable and whether or not in contemplation prior to or after the entering of the Underwriting Agreement):  
涉及或關於以下各項的任何事件、連串事件或情況已出現、發生、生效，或公眾已知悉或正預期或繼續預期(不論是否可預見，亦不論是否在訂立包銷協議前後所預期)：
- (a) any change in, or any event or series of events that may result in any change in (whether or not permanent) in 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 Hong Kong, Macau, the PRC, the United States, the European Union (or any member thereof), the United Kingdom or any other jurisdictions relevant to any member of the Group or the Rights Issue (collectively, the Relevant Jurisdictions); or  
於香港、澳門、中國、美國、歐盟(或其任何成員國)、英國或與本集團任何成員公司或供股有關的任何其他司法權區(「相關司法權區」)境內發生的或發生會影響到該等相關司法權區的地方、國家或國際金融、政治、軍事、工業、經濟、法律、財政、監管或證券市場方面的事情或情況或貨幣匯率或外匯管制之任何變動，或可能導致該等變動之任何事件或連串事件(不論是否屬永久性的)；或

- (b) any event or circumstance in the nature of force majeure, including, without limitation, any act of government, economic sanctions, strike, curfew, riot, public disorder, 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, deterioration of such pandemic and epidemic currently in existence or outbreak of infectious diseases leading to city-wide lock-down in Macau for over 5 calendar days, declaration of a state of emergency or calamity or crisis, in or affecting any of the Relevant Jurisdictions; or  
於任何相關司法權區境內發生的或發生會影響到該等相關司法權區的具有不可抗力性質的任何事件或情況，包括但不限於任何政府舉措、經濟制裁、罷工、宵禁、暴亂、社會騷亂、火災、爆炸、水災、地震、內亂、戰亂或宣戰、敵對行為爆發或升級(不論是否已經宣戰)、恐怖活動(不論是否已有某方承認責任)、天災、目前發生的疫情或流行病惡化或傳染病爆發導致澳門全市停工逾五個曆日以上、宣佈緊急狀態或災難或危機；或
- (c) the declaration of a banking moratorium by authorities in or affecting any of the Relevant Jurisdictions occurring due to exceptional financial circumstances or otherwise; or  
由於異常金融情況或其他情況而導致或影響任何相關司法權區有關當局宣佈銀行全面停業；或
- (d) 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, the Shenzhen Stock Exchange, the New York Stock Exchange, NASDAQ, the London Stock Exchange or any major disruption of any securities settlement or clearing services in or affecting any of the Relevant Jurisdictions; or  
聯交所、上海證券交易所、深圳證券交易所、紐約證券交易所、納斯達克證券交易所及倫敦證券交易所全面停止、中止或限制股份或證券的交易，或設定價格下限，或任何相關司法權區境內發生的或發生會影響該等相關司法權區對任何證券交收或結算服務的任何重大中斷；或
- (e) the imposition of sanctions, in whatever form, directly or indirectly, by, or for, any Relevant Jurisdiction on or affecting any member of the Group, STDM or any director of the Group; or  
於或影響本集團任何成員公司、澳娛或本集團任何董事的任何相關司法權區直接或間接施加或被施加任何形式的制裁；或
- (f) any trading halt or suspension of dealings in the Shares for a consecutive period of more than three trading days (other than pending publication of the Announcement); or  
任何股份停牌或暫停交易連續超過三個交易日(等待刊發公告的情況除外)；或
- (g) any Governmental Authority commencing any investigation or other action, or announcing an intention to investigate or take other action, against any member of the Group or any of the Directors; or  
任何政府機構就本集團任何成員公司或董事啟動任何調查或其他行動，或宣佈其擬進行該等調查或採取該等行動；或
- (h) any claims, actions, litigation, proceedings or investigations (whether by governmental or regulatory bodies or otherwise) demands, judgments or awards being threatened or instigated against any member of the Group or any of the Directors; or  
威脅或針對本集團任何成員公司或任何董事的任何索償、法律行動、訴訟、法律程序或調查(不論由政府或監管機構或其他各方提出)要求、判決或裁決；
- (i) any Director being charged with an indictable offence or prohibited by operation of law or otherwise disqualified from taking part in the management of a company; or  
任何董事被控以可公訴罪行，或因法律的實施而被禁止或因其他理由不符合資格參與管理公司；或
- (j) any Director vacating his or her office; or  
任何董事離職；或
- (a) any market, investor or analyst commentary or speculation, to any material extent, that any of the major Approvals as required by any member of the Group in connection with its operations and business activities or the continuation of such operations and activities may become incapable of being duly and successfully bided, obtained, granted, extended and renewed (as the case may be) in accordance with the applicable laws, rules and regulations; or  
任何市場、投資者或分析師評論或猜測，(在任何重大程度上)本集團任何成員公司就其經營及業務活動或該等經營及業務活動的持續所需的任何主要批准，可能無法根據適用法律、規則及規例，妥為及成功地競投、取得、批出、延展及續期(視情況而定)；或

- (k) any law, rule or regulation, or any change or development involving a prospective change, whether or not permanent, in or affecting any taxation, exchange controls, currency exchange rates, laws, rules or regulations (or judicial interpretation thereof) in or affecting any of the Relevant Jurisdictions; or  
於法律、法規或法例方面或其任何變動影響任何相關司法權區而涉及或影響稅務、外匯管制、貨幣匯率、法律或法例(或法律或法例的法律的詮釋)的潛在變動的發展(不論是否屬永久性); 或
- (l) any contravention by any member of the Group of any law, rule or regulation; or  
本集團任何成員公司違反任何法律、法規或規例; 或
- (m) any statement contained in any of the information or publication released by the Company (other than the Prospectus Documents, the Announcement and any other announcement, circular or public documents issued or authorised by the Company relating to the Rights Issue) has become or been discovered to be untrue, incorrect or incomplete in any material respect or misleading, or matters have arisen or have been discovered which would, if such statement was to be issued or made at the time, constitute a material omission therefrom; or  
本公司發佈的任何資料或刊物(章程文件、該公告及本公司就供股發佈或授權發佈的任何其他公告、通函或公開文件除外)所載的任何陳述, 在任何重大方面已變為或已被發現不真實、不正確或不完整或具誤導性, 或已出現或被發現任何事項, 假若當時發佈或作出該等陳述會構成重大遺漏; 或
- (n) any change or development involving a prospective change which has or is likely to have the effect of materialisation of any of the risk factors in the Prospectus  
任何涉及預期變動的變動或發展, 而有關變動或發展會或很可能會對供股章程內的任何風險因素變成事實,

the effect of which events or circumstances referred to above individually or in the aggregate (in the sole opinion of the Underwriter) (1) is or will be or is likely to materially adverse to, or materially and prejudicially affects, the assets, liabilities, business, general affairs, management, shareholder's equity, profit, losses, results of operations, position or condition (financial or otherwise), or prospects of the Company or the Group as a whole; or (2) has or will have or is likely to have a material adverse effect on the success of the Rights Issue or the level of Rights Shares being applied for or accepted or subscribed for or taken or purchased or the distribution of the Rights Shares; or (3) has made or will make or is likely to make it impracticable or inadvisable or incapable for any material part of the Underwriting Agreement or the Rights Issue to be performed or implemented as envisaged; or (4) makes or will make or may make it impracticable or inadvisable or incapable to proceed with the Rights Issue or the delivery of the Rights Shares on the terms and in the manner contemplated by the Prospectus Documents, the Announcement and any other announcement, circular or public documents issued or authorised by the Company relating to the Rights Issue; or (5) would or might reasonably be expected to have a significant effect upon the market price or trading volume, or both, of the Shares or other securities of the Company; or (6) would have or may have the effect of making a part of the Underwriting Agreement (including underwriting) incapable of performance in accordance with its terms or which prevents the processing of applications and/or payments pursuant to the Rights Issue or pursuant to the underwriting thereof; or (7) makes or will make or may make it impracticable, inadvisable or inexpedient to proceed with the Rights Issue, then in any such case the Underwriter may by its sole determination by notice to the Company at any time prior to the Latest Time for Termination, rescind or terminate the Underwriting Agreement.

上述事件或情況的個別或整體影響(包銷商獨自認為)(1)對本公司或本集團整體資產、負債、業務、一般事務、管理、股東權益、溢利、虧損、經營業績、狀況或情況(財務或其他方面), 或對本公司或本集團整體前景, 正在或將會或很可能會造成重大不利影響; 或(2)已經或將會或很可能會對供股的成功進行或申請、接納、認購、承購或購買的供股股份水平或供股股份的分派產生重大不利影響; 或(3)已經或將會使或很可能使包銷協議的任何重大部分或供股如預期般進行或實施變得不可行、不明智或不能進行; 或(4)使按照章程文件、該公告及本公司就供股發佈或授權發佈的任何其他公告、通函或公開文件所預期的條款及方式進行供股或交付供股股份變得不可行、不明智或不能進行; 或(5)會或可能合理預期對本公司股份或其他證券的市價或成交量或兩者造成重大影響; 或(6)會使或可能會使包銷協議的一部分(包括包銷)不能按照其條款履行, 或使根據供股或根據相關包銷的申請及/或付款不能進行; 或(7)使或將使或可能使進行供股變得不可行、不明智或不適宜, 則在任何此等情況下, 包銷商可單獨決定在最後終止時間前任何時間向本公司發出通知, 撤銷或終止包銷協議。

If the Underwriter terminates the Underwriting Agreement, the Rights Issue will not proceed. A further announcement would be made by the Company if the Underwriting Agreement is terminated by the Underwriter.

倘包銷商終止包銷協議，則將不會進行供股。倘包銷商終止包銷協議，本公司將另行刊發公告。

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

### **惡劣天氣對接納供股股份及繳付股款之最後時限之影響**

The latest time for acceptance of and payment for the Rights Shares will not take place if there is a tropical cyclone warning signal no. 8 or above, a “black” rainstorm warning signal and/or extreme conditions is:

倘於下列時間懸掛八號或以上熱帶氣旋警告信號、「黑色」暴雨警告信號及／或出現極端情況，則接納供股股份及繳付股款之最後時限將不會發生：

- (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 Latest Acceptance Date. Instead the latest time for acceptance of and payment for the Rights Shares will be extended to 5:00 p.m. on the same Business Day; or
- (i) 於最後接納日期香港當地時間中午12正時前生效而於中午12時正後除下，屆時接納供股股份及繳付股款之最後時限將延至同一營業日下午5時正；或
- (ii) in force in Hong Kong at any local time between 12:00 noon and 4:00 p.m. on the Latest Acceptance Date. Instead the latest time for acceptance of and payment for the Rights Shares and for application will be rescheduled to 4:00 p.m. on the following Business Day which does not have any of those warnings in force in Hong Kong at any time between 9:00 a.m. and 4:00 p.m.
- (ii) 於最後接納日期香港當地時間中午12時正至下午4時正期間生效，屆時接納供股股份及繳付股款以及申請之最後時限將重訂為於香港時間上午9時正至下午4時正期間上述任何警告並無生效之下一個營業日下午4時正。

If the latest time for acceptance of and payment for the Rights Shares and for application and payment for excess Rights Shares does not take place on or before 4:00 p.m. on Wednesday, September 14, 2022, the dates mentioned in this section may be affected. An announcement will be made by the Company in such event.

倘並無於2022年9月14日(星期三)下午4時正的最後時限或之前接納供股股份及繳付股款，本節所述的日期可能會受到影響。在該情況下，本公司將作出公告。

## DISTRIBUTION OF THIS PAL AND THE OTHER PROSPECTUS DOCUMENTS

### 派發本暫定配額通知書及其他章程文件

This PAL shall only be sent to the Qualifying Shareholders.

本暫定配額通知書僅向合資格股東寄發。

The Prospectus Documents will not be and are not intended to be filed with or approved by the CSRC other than in accordance with the CSRC Notice.

章程文件將不會且不擬於中國證監會存檔或獲中國證監會批准(根據中國證監會通告則除外)。

No action has been taken to permit the offering of the Rights Shares or the distribution of the Prospectus Documents or any other documents issued in connection with the Rights Issue in any jurisdiction other than Hong Kong and the PRC. No person receiving the Prospectus, PAL or EAF in any territory outside Hong Kong may treat it as an offer or invitation to take up the Rights Shares or apply for excess Rights Shares, except in a territory where such an offer or invitation could lawfully be made without compliance with any registration or other legal and regulatory requirements thereof. It is the responsibility of persons outside Hong Kong wishing to take up or make an application for the Rights Shares to satisfy himself/herself/itself/themselves, before accepting any provisional allotment of Rights Shares or applying for excess Rights Shares, as to the observance of the laws and regulations of all relevant territories, including the obtaining of any governmental or other consents, and to pay any taxes and duties required to be paid in such territory in connection therewith without prejudice to the foregoing.

本公司並無採取任何行動，以批准在香港及中國以外任何地區提呈發售供股股份或派發章程文件或任何與供股有關而發行的其他文件。任何人士如在香港以外任何地區接獲供股章程、暫定配額通知書或額外申請表格，除非在該地區可合法提呈有關要約或邀請而毋須遵守其任何登記或其他法律監管規定，否則不可視作提呈承購供股股份或申請額外供股股份之要約或邀請。任何身處香港以外地區之人士如有意承購或申請供股股份，於接受任何暫定配額供股股份或申請額外供股股份前，必須確保遵守有關地區之法律及規例，包括(在不影響前述者下)獲得任何政府或其他許可，及就此繳付該地區規定須繳付之任何稅項及徵費。

The PRC Southbound Trading Investors can participate in the Rights Issue through China Clear. China Clear will provide nominee services for the PRC Southbound Trading Investors to (i) sell (in full or in part) their nil-paid Rights Shares through Shenzhen-Hong Kong Stock Connect and/or Shanghai-Hong Kong Stock Connect if such nil-paid Rights Shares are listed on the Stock Exchange; and/or (ii) subscribe (in full or in part) for their pro rata entitlement in respect of Shares held on the Record Date at the Subscription Price under the Rights Issue in accordance with the relevant laws and regulations. However, China Clear will not support applications by such PRC Southbound Trading Investors for excess Rights Shares under the Rights Issue through Shenzhen-Hong Kong Stock Connect and/or Shanghai-Hong Kong Stock Connect. The PRC Southbound Trading Investors (or the relevant China Clear participants as the case may be) whose stock accounts in China Clear are credited with nil-paid Rights Shares can only sell those nil-paid Rights Shares through Shenzhen-Hong Kong Stock Connect and/or Shanghai-Hong Kong Stock Connect if such nil-paid Rights Shares are listed on the Stock Exchange but cannot purchase any nil-paid Rights Shares or transfer such nil-paid Rights Shares to other PRC Southbound Trading Investors.

中國港股通投資者可透過中國結算參與供股。中國結算將為中國港股通投資者提供代名人服務以(i)倘未繳股款供股股份在聯交所上市)透過深港通及/或滬港通出售(全部或部分)其未繳股款供股股份；及/或(ii)根據相關法律及法規按認購價認購(全部或部分)彼等根據供股按於記錄日期所持股份的比例配額。然而，中國結算將不會支持有關中國港股通投資者透過深港通及/或滬港通申請認購供股項下的額外供股股份。此外，於其股票戶口內記存未繳股款供股股份的中國港股通投資者(或相關中國結算參與者，視情況而定)僅可透過深港通及/或滬港通出售該等未繳股款供股股份(倘未繳股款供股股份在聯交所上市)，而不得購買任何未繳股款供股股份或向其他中國港股通投資者轉讓該等未繳股款供股股份。

For avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited, who subscribe the Rights Shares on behalf of CCASS participants, or China Clear, who subscribe the Rights Shares on behalf of the PRC Southbound Trading Investors, is subject to any of the representations and warranties. If you are in doubt as to your position, you should consult your own professional advisers.

為免生疑，代表中央結算系統參與者認購供股股份的香港結算及香港中央結算(代理人)有限公司或代表中國港股通投資者認購供股股份的中國結算概毋須遵守任何該等聲明及保證。倘閣下對本身的情況有疑問，應諮詢閣下本身的專業顧問。

The Company reserves the right to refuse to accept any application for Rights Shares where it believes that doing so would violate the applicable securities or other laws or regulations of any jurisdiction.

倘本公司相信接納任何供股股份申請會違反任何司法權區的適用證券或其他法律或法規，則其保留權利拒絕接納有關申請。



## GENERAL

### 一般事項

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 it has been issued, shall be conclusive evidence of the title of the party or parties lodging it to deal with the same and to receive split PALs and/or the share certificates for Rights Shares.

交回已由應獲發本暫定配額通知書之人士簽署之暫定配額通知書連同(如屬有關)轉讓及提名表格, 即為交回上述文件之人士有權處理暫定配額通知書, 並有權收取暫定配額分拆函件及/或供股股份之股票之最終憑證。

Copies of the Prospectus giving details of the Rights Issue are available from the Company's share registrar, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong during normal business hours.

載有供股詳情的供股章程可於一般辦公時間內向本公司股份過戶登記處香港中央證券登記有限公司(地址為香港灣仔皇后大道東183號合和中心17M樓)查閱。

The terms and conditions relating to application for the Rights Shares as set out in the Prospectus shall apply. This PAL and any acceptance of the offer contained in it shall be governed by, and construed in accordance with, the laws of Hong Kong.

供股章程所載有關申請供股股份之條款及條件將適用。本暫定配額通知書及任何當中所載要約的接納均受香港法例管轄, 並按其詮釋。

## **PERSONAL DATA COLLECTION – PAL**

### **收集個人資料 – 暫定配額通知書**

By completing, signing and submitting the forms accompanying this PAL, you agree to disclose to the Company, the Company's share registrar, Computershare Hong Kong Investor Services Limited, and/or their respective advisers and agents the personal data and any information which they require about you or the person(s) for whose benefit you have made the acceptance of the provisional allotment of Rights Shares. The Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) provides you with rights to ascertain whether the Company or the Company's share registrar hold your 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 Company's share 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 the Company, at its registered office and principal place of business in Hong Kong at 18th Floor, China Merchants Tower, Shun Tak Centre, Nos. 168-200 Connaught Road, Central, 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 (as the case may be) to the Company's share registrar, Computershare Hong Kong Investor Services Limited, at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, for the attention of Personal Data Privacy Officer.

填妥、簽署及交回本暫定配額通知書隨附之表格，即表示閣下同意向本公司、本公司股份過戶登記處香港中央證券登記有限公司及／或彼等各自之顧問及代理披露個人資料及彼等所需有關閣下或閣下為其利益而接納暫定配發之供股股份之人士之任何資料。《個人資料(私隱)條例》(香港法例第486章)賦予閣下權利，可確定本公司或本公司股份過戶登記處是否持有閣下個人資料、索取有關資料之副本及更正任何不準確之資料。根據《個人資料(私隱)條例》，本公司及本公司股份過戶登記處有權就處理任何查閱資料要求而收取合理費用。有關查閱資料或更正資料或有關政策及慣例以及持有資料種類之資料的所有要求，應寄往本公司之註冊辦事處及香港主要營業地點(地址為香港干諾道中168-200號信德中心招商局大廈18樓)或根據適用法律不時通知之地點並以本公司之公司秘書或(視情況而定)本公司股份過戶登記處香港中央證券登記有限公司(地址為香港灣仔皇后大道東183號合和中心17M樓)的個人資料私隱主任為收件人。

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

每份申請須附一張獨立支票或銀行本票繳付  
股款將不會獲發收據