

IMPORTANT
重要提示

Reference is made to the prospectus issued by Sunway International Holdings Limited (“Company”) dated 24 July 2018 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.

茲提述新威國際控股有限公司(「本公司」)日期為二零一八年七月二十四日就供股刊發之章程(「供股章程」)。除文義另有所指外，供股章程所界定之詞彙與本文件所採用者具有相同涵義。

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 TUESDAY, 7 AUGUST 2018 (OR, UNDER BAD WEATHER CONDITIONS, SUCH LATER TIME OR DATE AS MENTIONED IN THE PARAGRAPH HEADED “EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE” OVERLEAF).

此乃有價值及可轉讓之暫定配額通知書(「暫定配額通知書」)，並須閣下即時處理。本暫定配額通知書及隨附之額外申請表格(「額外申請表格」)所載之要約將於二零一八年八月七日(星期二)下午四時正(或於惡劣天氣情況下，則於背頁「惡劣天氣對最後接納時間之影響」一段所述之有關較後時間或日期)屆滿。

IF YOU ARE IN ANY DOUBT AS TO ANY ASPECT OF THIS PAL, OR AS TO THE ACTION TO BE TAKEN, OR IF YOU HAVE SOLD OR TRANSFERRED ALL OR PART OF YOUR SHARES, YOU SHOULD CONSULT YOUR LICENSED SECURITIES DEALER OR REGISTERED INSTITUTION IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.

閣下如對本暫定配額通知書任何方面或應採取之行動有任何疑問或閣下如已出售或轉讓閣下全部或部分股份，應諮詢閣下之持牌證券交易商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

A copy of the Prospectus, together with a copy of this PAL, the EAF and the documents specified in the paragraph headed “12. Documents delivered to the Registrar of Companies in Hong Kong” 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, the Stock Exchange and the SFC take no responsibility for the contents of any of these documents.

供股章程連同本暫定配額通知書及額外申請表格以及供股章程附錄三內「12. 送呈香港公司註冊處處長之文件」一段所述之文件，已根據香港法例第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、聯交所及證監會對任何該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。

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange as well as compliance with the stock admission requirements of HKSCC, the Rights Shares in both their nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the respective commencement dates of dealings in the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange or such other dates as may be determined by HKSCC. Settlement of transactions between participants of the Stock Exchange on any trading day is required to take place in CCASS on the second trading day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

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，並符合香港結算之證券收納規定後，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，自未繳股款及繳足股款供股股份各自於聯交所開始買賣之日期或於香港結算可能釐定之有關其他日期起，可於中央結算系統內寄存、結算及交收。聯交所參與者之間於任何交易日之交易必須於其後第二個交易日於中央結算系統交收。於中央結算系統進行之所有活動均須依據不時有效之中央結算系統一般規則及中央結算系統運作程序規則進行。



SUNWAY INTERNATIONAL HOLDINGS LIMITED

新威國際控股有限公司*

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(Stock Code: 58)

(股份代號: 58)

**RIGHTS ISSUE ON THE BASIS OF ONE (1) RIGHTS SHARE FOR
EVERY TWO (2) EXISTING SHARES IN ISSUE AND HELD ON THE RECORD DATE
PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN
4:00 P.M. ON TUESDAY, 7 AUGUST 2018**

按於記錄日期每持有兩(2)股已發行現有股份
獲發一(1)股供股股份之基準進行供股
股款最遲須於二零一八年八月七日(星期二)
下午四時正接納時全數繳足

PROVISIONAL ALLOTMENT LETTER 暫定配額通知書

*Branch share registrar and
transfer office in Hong Kong:*
Tricor Tengis Limited
Level 22, Hopewell Centre
183 Queen's Road East
Hong Kong

香港股份過戶登記分處:
卓佳登捷時有限公司
香港
皇后大道東183號
合和中心22樓

Registered office:
註冊辦事處:
Clarendon House
2 Church Street
Hamilton HM 11
Bermuda

*Head office and principal place of
business in Hong Kong:*
Unit 1902
Cheung Kong Center
2 Queen's Road Central
Central
Hong Kong

總辦事處及香港主要營業地點:
香港
中環
皇后大道中2號
長江集團中心
1902室

Tuesday, 24 July 2018
二零一八年七月二十四日
(星期二)

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

Number of Shares registered in your name(s)
on Monday, 23 July 2018
於二零一八年七月二十三日(星期一)登記
於閣下名下之股份數目

Box A
甲欄

Number of Rights Shares provisionally allotted to you subject to payment in full on acceptance by not later than 4:00 p.m. on Tuesday, 7 August 2018
暫定配發予閣下之供股股份數目，股款最遲須於二零一八年八月七日(星期二)下午四時正接納時繳足

Box B
乙欄

Total subscription monies payable in full upon acceptance[#]
於接納時應繳足之認購股款總額[#]

Box C
丙欄

HK\$
港元

Contact Tel. No.:
聯絡電話號碼： _____

[#] Subscription monies should be rounded down to 2 decimal points
認購金額應向下調整至兩個小數點

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

TO ACCEPT THIS PROVISIONAL ALLOTMENT OF RIGHTS SHARES IN FULL, YOU MUST LODGE THIS PAL INTACT WITH THE REGISTRAR, TRICOR TENGIS 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 ABOVE SO AS TO BE RECEIVED BY THE REGISTRAR BY NOT LATER THAN 4:00 P.M. ON TUESDAY, 7 AUGUST 2018 (OR, UNDER BAD WEATHER CONDITIONS, SUCH LATER TIME AND/OR DATE AS MENTIONED IN THE PARAGRAPH HEADED "EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE" OVERLEAF). 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 "Sunway International Holdings Limited – Rights Issue Account" AND CROSSED "ACCOUNT PAYEE ONLY". INSTRUCTIONS ON TRANSFER AND SPLITTING ARE SET OUT OVERLEAF. NO RECEIPT WILL BE GIVEN FOR SUCH REMITTANCE.

The Rights Issue is conditional upon the fulfilment (or waived (as appropriate)) of the conditions set out under the paragraphs headed "Conditions of the Underwriting Agreement" in the letter from the Board in the Prospectus.

If prior to 4:00 p.m. on Monday, 13 August 2018 (i.e. the Latest Time for Termination):

- (1) in the absolute opinion of any Underwriters, the success of the Rights Issue would be materially and adversely affected by:
 - (a) the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may, in the absolute opinion of any Underwriters, materially and adversely affect the business, or the financial or trading position or prospects of the Group as a whole or is materially adverse in the context of the Rights Issue; or

- (b) the occurrence of any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date of the Underwriting Agreement), of a political, military, financial, economic or other nature (whether or not *ejusdem generis* with any of the foregoing), or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets which may, in the absolute opinion of any Underwriters, materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole or materially and adversely prejudice the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (2) any adverse change in market conditions (including without limitation, any change in fiscal or monetary policy, or foreign exchange or currency markets, suspension or material restriction or trading in securities) occurs which in the absolute opinion of any Underwriters is likely to materially or adversely affect the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
 - (3) any change in the circumstances of the Company or any member of the Group occurs which in the absolute opinion of any Underwriters shall adversely affect the prospects of the Company, including without limiting the generality of the foregoing, the presentation of a petition or the passing of a resolution for the liquidation or winding up or similar event occurring in respect of any of member of the Group or the destruction of any material asset of the Group; or
 - (4) any event of force majeure occurs, including without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out; or
 - (5) any other material adverse change in relation to the business or the financial or trading position or prospects of the Group as a whole occurs, whether or not *ejusdem generis* with any of the foregoing; or
 - (6) any matter occurs which, had it arisen or been discovered immediately before the date of the Prospectus and not having been disclosed in the Prospectus, would have constituted, in the absolute opinion of any Underwriters, a material omission in the context of the Rights Issue; or
 - (7) any suspension in the trading of securities generally or the Company's securities on the Stock Exchange for a period of more than 10 consecutive Business Days occurs, excluding any halt or suspension in connection with the clearance of the Prospectus Documents or other announcements or circulars in connection with the Rights Issue; or
 - (8) any moratorium, suspension or material restriction on trading of the Shares on the Stock Exchange occurs due to exceptional financial circumstances or otherwise,

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

Each Underwriter shall be entitled by notice in writing to rescind the Underwriting Agreement if prior to the Latest Time for Termination:

- (1) any material breach of any of the representations, warranties or undertakings contained in the Underwriting Agreement comes to the knowledge of such Underwriter; or
- (2) any event occurring or matter arising on or after the date of the Underwriting Agreement and prior to the Latest Time for Termination which if it had occurred or arisen before the date of the Underwriting Agreement would have rendered any of the representation, warranties or undertakings contained in the Underwriting Agreement untrue or incorrect in any material respect comes to the knowledge of such Underwriter.

Any such notice shall be served by an Underwriter prior to the Latest Time for Termination.

In the event any Underwriters exercise their rights to terminate or rescind the Underwriting Agreement as described above, the Rights Issue will not proceed.

The Shares have been dealt with on an ex-rights basis from Friday, 13 July 2018. Dealings in the Rights Shares in their nil-paid form will take place from 9:00 a.m. on Thursday, 26 July 2018 to 4:00 p.m. on Thursday, 2 August 2018 (both dates inclusive). If the conditions of the Rights Issue are not fulfilled in whole (or, in respect of certain conditions, waived) or the Underwriting Agreement is terminated by any Underwriters at or before 4:00 p.m. on Monday, 13 August 2018 (or such later time as the Underwriters may agree with the Company), the Rights Issue will not proceed.

Accordingly, any persons contemplating dealings in the Shares up to the date when the conditions of the Rights Issue are fulfilled in whole (or, in respect of certain conditions, waived) and the Underwriters' right of termination under the Underwriting Agreement ceases, and any dealings in the nil-paid Rights Shares from 9:00 a.m. on Thursday, 26 July 2018 to 4:00 p.m. on Thursday, 2 August 2018 (both dates inclusive) shall bear the risk that the Rights Issue may not become unconditional or may not proceed. Any Shareholder or other person contemplating any dealings in the Shares and/or nil-paid Rights Shares are recommended to consult their own professional advisers and exercise caution.

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

閣下如欲接納全部供股股份之暫定配額，必須將本暫定配額通知書整份連同以港元繳付之上文丙欄所示之全數股款(以支票或銀行本票形式)，最遲須於二零一八年八月七日(星期二)下午四時正(或於惡劣天氣情況下，則於背頁「惡劣天氣對最後接納時間之影響」一段所述之較後時間及／或日期)交回過戶處卓佳登捷時有限公司(地址為香港皇后大道東183號合和中心22樓)並獲過戶處收訖。所有股款須以港元繳付，並以在香港持牌銀行戶口開出之支票或以香港持牌銀行發出之銀行本票支付。所有支票或銀行本票均須註明抬頭人為「Sunway International Holdings Limited – Rights Issue Account」，並以「只准入抬頭人賬戶」劃線方式開出。有關轉讓及分拆配額之指示載於背頁。本公司將不就有關股款另發收據。

供股須待供股章程董事會函件一節「包銷協議之條件」段落所載條件獲達成或豁免(視適用情況而定)後，方可作實。

倘於二零一八年八月十三日(星期一)下午四時正(即最後終止時間)前：

- (1) 任何包銷商全權認為，供股之成功進行將因下列各項而受到重大不利影響：
 - (a) 頒佈任何新法例或法規或現行法例或法規(或其司法詮釋)出現任何變動或發生任何其他事故(不論其性質為何)，而任何包銷商全權認為會對本集團整體業務或財務或經營狀況或前景構成重大不利影響，或就供股而言屬重大不利；或
 - (b) 任何地方、國家或國際間發生有關政治、軍事、金融、經濟或其他性質(無論是否與上述任何一項屬同一類別)之事件或情況出現變動(無論是否在包銷協議日期之前及／或之後所發生或持續發生之一連串事件或變動之其中一部分)，或任何地方、國家或國際間出現敵對形勢或武裝衝突或局勢惡化，或發生可影響本地證券市場之事件，而任何包銷商全權認為會對本集團整體業務或財務或經營狀況或前景構成重大不利影響，或令供股之成功進行受到重大不利影響，或基於其他理由導致不適宜或不應進行供股；或
- (2) 市況出現任何不利變動(包括但不限於金融或貨幣政策或外匯或貨幣市場之任何變動、證券買賣被暫停或受到重大限制)，而包銷商全權認為可能對供股之成功進行構成重大或不利影響，或基於其他理由導致不適宜或不應進行供股；或
- (3) 本公司或本集團任何成員公司之情況出現任何變動，而包銷商全權認為會令本公司之前景受到不利影響，包括(在不限制上文所述各項一般性原則下)本集團任何成員公司被呈請或通過決議案清盤或結業或發生類似事件或本集團任何重大資產被摧毀；或
- (4) 發生任何不可抗力事件，包括(在不限制其一般性原則下)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；或
- (5) 本集團整體業務或財務或經營狀況或前景出現任何其他重大不利變動(無論是否與上述任何一項屬同一類別)；或
- (6) 任何事件倘於緊接供股章程日期前發生或發現，但並無於供股章程內披露，即構成任何包銷商全權認為對供股而言屬重大遺漏者；或
- (7) 聯交所之證券買賣全面暫停或本公司證券買賣暫停超過連續10個營業日，惟不包括有待批准刊發章程文件或有關供股之其他公告或通函而短暫停牌或暫停買賣；或
- (8) 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，

任何包銷商均有權於最後終止時間前向本各公司及其他包銷商發出書面通知終止包銷協議。

倘於最後終止時間前發生下列情況，則各包銷商有權以書面通知撤銷包銷協議：

- (1) 有關包銷商獲悉任何嚴重違反包銷協議所載任何聲明、保證或承諾之情況；或
- (2) 有關包銷商獲悉於包銷協議日期或之後及於最後終止時間之前發生任何事件或出現任何事項，而有關事件或事項倘若於包銷協議日期前已發生或出現，將導致包銷協議所載之任何聲明、保證或承諾於任何重大方面失實或不正確。

包銷商須於最後終止時間前送達任何該等通知。

倘任何包銷商行使其上述權利終止或撤回包銷協議，供股將不會進行。

股份已於二零一八年七月十三日(星期五)起按除權基準買賣。未繳股款供股股份將於二零一八年七月二十六日(星期四)上午九時正至二零一八年八月二日(星期四)下午四時正(包括首尾兩日)買賣。倘於二零一八年八月十三日(星期一)下午四時正(或包銷商與本公司可能協定之有關較後時間)或之前，供股條件全部未獲達成(或就若干條件而言，未獲豁免)或包銷協議被包銷商終止，則供股將不會進行。

因此，有意於供股條件全部獲達成(或就若干條件而言，獲豁免)當日及包銷商終止包銷協議之權利終止當日前買賣股份及由二零一八年七月二十六日(星期四)上午九時正至二零一八年八月二日(星期四)下午四時正(包括首尾兩日)買賣任何未繳股款供股股份之任何人士，均須承擔供股可能不會成為無條件或可能不會進行之風險。有意買賣任何股份及／或未繳股款供股股份之任何股東或其他人士，建議諮詢彼等本身之專業顧問及審慎行事。

接納本暫定配額通知書所訂明之暫定配額之每位人士均確認其已閱讀所附文件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。

A SEPARATE CHEQUE OR CASHIER'S ORDER MUST ACCOMPANY EACH APPLICATION

NO RECEIPT WILL BE GIVEN FOR REMITTANCE

每份申請須隨附一張獨立開出之支票或銀行本票

本公司將不就股款另發收據

IN THE EVENT OF A TRANSFER OF RIGHT(S) TO SUBSCRIBE FOR RIGHTS SHARE(S), HONG KONG AD VALOREM STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE. A GIFT OR 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 RIGHT(S) TO SUBSCRIBE FOR THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.

如轉讓供股股份之認購權，每項買賣均須繳付香港從價印花稅。除以出售形式外，饋贈或轉讓實益擁有之權益亦須繳付香港從價印花稅。

在登記轉讓本文件所代表之認購供股股份之權利前，須出示已繳付香港從價印花稅之證明。

FORM OF TRANSFER AND NOMINATION
轉讓及提名表格

Form B (To be completed and signed only by Qualifying Shareholder(s) who wish(es) to transfer
表格乙 all of his/her/its/their right(s) to subscribe for the Rights Share(s) comprised herein)
(只供擬轉讓其／彼等全部供股股份認購權之合資格股東填寫及簽署)

To: The Directors
Sunway International Holdings Limited
致：新威國際控股有限公司
列位董事 台照

Dear Sir/Madam,

I/We hereby transfer all of my/our rights to subscribe for the Rights Shares comprised in this PAL to the person(s) accepting the same and signing the registration application form (Form C) below.

敬啟者：

本人／吾等謹將本暫定配額通知書所列本人／吾等之供股股份之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 Shareholder(s) (all joint Shareholders must sign) 股東簽署(所有聯名股東均須簽署)

Date : _____ 2018

日期：二零一八年____月____日

Hong Kong stamp duty of HK\$5.00 and ad valorem stamp duty is payable in connection with the transfer of your rights to subscribe for the Rights Shares.

閣下轉讓供股股份之認購權須繳付香港印花稅5.00港元及從價印花稅。

REGISTRATION APPLICATION FORM
登記申請表格

Form C
表格丙

**(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
Sunway International Holdings Limited

致：新威國際控股有限公司
列位董事 台照

Dear Sir/Madam,

I/We request you to register the number of Rights Shares mentioned in Box B of Form A in my/our name(s). I/We agree to accept the same on the terms embodied in this PAL and the Prospectus and subject to the 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公司細則規限下，接納此等供股股份。

Existing Shareholder(s)

Please mark "X" in this box

現有股東請在本欄內填上「X」號

--

To be completed in BLOCK letters in ENGLISH. Joint applicants should give 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之申請人之地址。

For Chinese applicant(s), please provide your name(s) in both English and Chinese.

中國籍申請人請同時填寫中英文姓名。

Name in English 英文姓名	Family name or Company name 姓氏或公司名稱	Name in Chinese 中文姓名	
	Other names 名字		
Name(s) of joint applicant(s) (if any) 聯名申請人姓名 (如有)			
Address in English 英文地址 (Joint applicants should give the address of the first-named applicant only) (聯名申請人只須填報排名首位之申請人之地址)			
Occupation 職業		Tel. No. 電話號碼	
Dividend Instructions 股息指示			
Name and address of bank 銀行名稱及地址			Bank account 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 : _____ 2018

日期：二零一八年 _____ 月 _____ 日

**Hong Kong ad valorem stamp duty is payable in connection with the acceptance of your rights to subscribe
for the Rights Shares.**

閣下接納供股股份之認購權須繳付香港從價印花稅。



SUNWAY INTERNATIONAL HOLDINGS LIMITED

新威國際控股有限公司*

(Incorporated in Bermuda with limited liability)

(Stock Code: 58)

Tuesday, 24 July 2018

Dear Qualifying Shareholder(s),

INTRODUCTION

Reference is made to the prospectus of Sunway International Holdings Limited (the “Company”) dated 24 July 2018 in relation to the Rights Issue (the “Prospectus”). Terms defined in the Prospectus shall have the same meanings when used herein unless context otherwise requires. In accordance with the terms and conditions as set out in the Prospectus, the Directors have provisionally allotted to you a number of Rights Shares on the basis of one (1) Rights Share for every two (2) existing Shares in issue and registered in your name(s) in the register of members of the Company on the Record Date (that is, Monday, 23 July 2018) at the Subscription Price of HK\$0.188 per Rights Share. Your holding of the Shares on the Record Date is set out in Box A in Form A and the number of Rights Shares provisionally allotted to you is set out in Box B in Form A.

Any Rights Shares provisionally allotted, but not accepted by the Qualifying Shareholders or the transferees of nil-paid Rights Shares, will be available for excess applications by the Qualifying Shareholders using the Excess Application Form (“EAF”).

The Prospectus Documents have not been and will not be registered under the applicable securities legislation of any jurisdictions other than Hong Kong. Save as described under the paragraph headed “Rights of the Overseas Shareholders” in the letter from the Board in the Prospectus, no action has been taken by the Company to permit the offering of the Rights Issue in any territory outside Hong Kong.

No persons receiving a copy of the Prospectus or a PAL or an EAF in any jurisdiction outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares, unless in the relevant jurisdiction, such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements. It is the responsibility of any person outside Hong Kong wishing to make on his/her/its/their behalf an application for the Rights Shares under the Rights Issue to satisfy himself/herself/itself/themselves as to the observance of the laws and regulations of all relevant jurisdiction including the obtaining of any governmental or other consents and to pay any taxes and duties required to be paid in such territory or jurisdiction in connection therewith. No application for Rights Shares will be accepted from the Non-Qualifying Shareholders (if any). The Company reserves the right to refuse to accept any application for Rights Shares where it believes that acceptance would violate the applicable securities or other laws or regulations of any jurisdiction outside Hong Kong.

RIGHTS SHARES

The Rights Shares, when allotted and fully paid, will rank *pari passu* in all respects with the Shares then in issue. 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 issue and allotment of the Rights Shares in their fully-paid form.

Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange as well as compliance with the stock admission requirements of HKSCC, the Rights Shares in both their nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the respective commencement dates of dealings in the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange or such other dates as may be determined by HKSCC. Settlement of transactions between participants of the Stock Exchange on any trading day is required to take place in CCASS on the second trading day thereafter. All activities under CCASS are subject to the General Rules of CCASS and CCASS Operational Procedures in effect from time to time.

* For identification purpose only

PROCEDURES FOR ACCEPTANCE

To take up your provisional allotment of Rights Shares in full, you must lodge the whole of this PAL intact with the Registrar, Tricor Tengis Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, together with a remittance by cheque or cashier's order for the full amount payable on acceptance, as shown in Box C in Form A, so as to be received by the Registrar by not later than 4:00 p.m. on Tuesday, 7 August 2018 (or, under bad weather conditions, such later time and/or date as mentioned in the paragraph headed "Effect of bad weather on the Latest Time for Acceptance" below). All remittances must be made in Hong Kong dollars. 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 "**Sunway International Holdings Limited – Rights Issue Account**" and crossed "**Account Payee Only**". Such payment will constitute acceptance of the provisional allotment of Rights Shares on the terms of this 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 this PAL should be addressed to the Registrar at the above address.

It should be noted that unless this duly completed PAL, together with the appropriate remittance shown in Box C in Form A, has been lodged in the manner as described above, by not later than 4:00 p.m. on Tuesday, 7 August 2018 (or, under bad weather conditions, such later time and/or date as mentioned in the paragraph headed "Effect of bad weather on the Latest Time for Acceptance" below), whether by the original allottee or any person to whom the rights have been validly transferred, the relevant provisional allotment and all rights and entitlements thereunder will be deemed to have been declined and will be cancelled and such Rights Shares will be available for application under the EAFs by other Qualifying Shareholders. The Company may (at its sole and absolute discretion) treat a PAL as valid and binding on the person(s) by whom or on whose behalf it is lodged even if the PAL is not completed in accordance with the relevant instructions in the PAL.

Completion and return of this PAL will constitute a warranty and representation to the Company, from such person, that all registration, legal and regulatory requirements of all relevant jurisdictions other than Hong Kong, in connection with the PAL and any acceptance of it, have been, or will be, duly complied with. The Company reserves the right to refuse to accept any application for the Rights Shares where it believes that in doing so would violate the applicable securities legislations or other laws or regulations of any jurisdiction. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the above representation or warranty.

TRANSFER AND SPLITTING

If you wish to transfer all of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder, you must complete and sign the "Form of transfer and nomination" (Form B) and hand this PAL to the transferee(s) or through whom you are transferring your rights. The transferee(s) must then complete and sign the "Registration application form" (Form C) and lodge this PAL intact together with a remittance for the full amount payable on acceptance as set out in Box C in Form A with the Registrar, Tricor Tengis Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, so as to be received by the Registrar by not later than 4:00 p.m. on Tuesday, 7 August 2018 (or, under bad weather conditions, such later time and/or date as mentioned in the paragraph headed "Effect of bad weather on the Latest Time for Acceptance" below). 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 "**Sunway International Holdings Limited – Rights Issue Account**" and crossed "**Account Payee Only**". 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.

If you wish to accept only part of your provisional allotment or transfer part of your rights to subscribe for the Rights Shares provisionally allotted to you hereunder or to transfer all or part of your rights to more than one person, the original PAL must be surrendered and lodged for cancellation by not later than 4:30 p.m. on Monday, 30 July 2018 with the Registrar, Tricor Tengis Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, who will cancel this original PAL and issue new PAL(s) in the denominations required which will be available for collection at the Registrar, Tricor Tengis Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong after 9:00 a.m. on the second business day after the surrender of this original PAL(s). 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 may (at its sole and absolute discretion) treat PAL(s) as valid and binding on the person(s) by whom or on whose behalf it is lodged even if the PAL is not completed in accordance with the relevant instructions in the PAL.

TERMINATION OF THE UNDERWRITING AGREEMENT

If prior to 4:00 p.m. on Monday, 13 August 2018 (i.e. the Latest Time for Termination):

- (1) in the absolute opinion of any Underwriters, the success of the Rights Issue would be materially and adversely affected by:
 - (a) the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may, in the absolute opinion of any Underwriters, materially and adversely affect the business, or the financial or trading position or prospects of the Group as a whole or is materially adverse in the context of the Rights Issue; or
 - (b) the occurrence of any local, national or international event or change (whether or not forming part of a series of events or changes occurring or continuing before, and/or after the date of the Underwriting Agreement), of a political, military, financial, economic or other nature (whether or not *ejusdem generis* with any of the foregoing), or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets which may, in the absolute opinion of any Underwriters, materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole; or

- (2) any adverse change in market conditions (including without limitation, any change in fiscal or monetary policy, or foreign exchange or currency markets, suspension or material restriction or trading in securities) occurs which in the absolute opinion of any Underwriters is likely to materially or adversely affect the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (3) any change in the circumstances of the Company or any member of the Group occurs which in the absolute opinion of any Underwriters shall adversely affect the prospects of the Company, including without limiting the generality of the foregoing, the presentation of a petition or the passing of a resolution for the liquidation or winding up or similar event occurring in respect of any of member of the Group or the destruction of any material asset of the Group; or
- (4) any event of force majeure occurs, including without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out; or
- (5) any other material adverse change in relation to the business or the financial or trading position or prospects of the Group as a whole occurs, whether or not *ejusdem generis* with any of the foregoing; or
- (6) any matter occurs which, had it arisen or been discovered immediately before the date of the Prospectus and not having been disclosed in the Prospectus, would have constituted, in the absolute opinion of any Underwriters, a material omission in the context of the Rights Issue; or
- (7) any suspension in the trading of securities generally or the Company's securities on the Stock Exchange for a period of more than 10 consecutive Business Days occurs, excluding any halt or suspension in connection with the clearance of the Prospectus Documents or other announcements or circulars in connection with the Rights Issue; or
- (8) any moratorium, suspension or material restriction on trading of the Shares on the Stock Exchange occurs due to exceptional financial circumstances or otherwise,

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

Each Underwriter shall be entitled by notice in writing to rescind the Underwriting Agreement if prior to the Latest Time for Termination:

- (1) any material breach of any of the representations, warranties or undertakings contained in the Underwriting Agreement comes to the knowledge of such Underwriter; or
- (2) any event occurring or matter arising on or after the date of the Underwriting Agreement and prior to the Latest Time for Termination which if it had occurred or arisen before the date of the Underwriting Agreement would have rendered any of the representation, warranties or undertakings contained in the Underwriting Agreement untrue or incorrect in any material respect comes to the knowledge of such Underwriter.

Any such notice shall be served by an Underwriter prior to the Latest Time for Termination.

In the event that the Underwriters exercise their to terminate or rescind the Underwriting Agreement as described above, the Rights Issue will not proceed.

CONDITIONS OF THE RIGHTS ISSUE

The Rights Issue is conditional upon the Underwriting Agreement becoming unconditional and not being terminated by the Underwriters prior to the Latest Time for Termination in accordance with its terms. Please refer to the paragraph headed "Conditions of the Underwriting Agreement" in the letter from the Board in the Prospectus for details of the conditions of the Underwriting Agreement. In the event that the conditions of the Rights Issue are not satisfied in whole by the Latest Time for Termination, then the Rights Issue will not proceed.

CHEQUES AND CASHIER'S ORDER

All cheques and cashier's orders will be presented for payment immediately upon receipt and all interests earned on such monies (if any) will be retained for the benefit of the Company. Completion and return of the PAL with a cheque or a cashier's order in payment for the Rights Shares, whether by a Qualifying Shareholder or any nominated transferee, will constitute a warranty by the applicant(s) that the cheque or the cashier's order will be honoured on first presentation. Without prejudice to its other rights of the Company in respect thereof, the Company reserves the right to reject any PAL and/or EAF in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation, and in that event the relevant provisional allotment of Rights Shares and all rights and entitlements thereunder will be deemed to have been declined and will be cancelled. You must pay the exact amount payable upon application for Rights Shares, and any underpaid application will be rejected. In the event of an overpaid application, a refund cheque, without interest, will be made out to you only if the overpaid amount is HK\$100 or above. No receipt will be issued in respect of any PAL and/or relevant remittance received.

SHARE CERTIFICATES AND REFUND CHEQUES FOR THE RIGHTS ISSUE

Subject to the fulfilment or waiver (as appropriate) of the conditions of the Rights Issue, share certificates for the fully-paid Rights Shares are expected to be posted on or before Monday, 20 August 2018 to those Qualifying Shareholders who have accepted and paid for the Rights Shares by ordinary post at their own risk. You, except HKSCC Nominees Limited, will receive one share certificate for all the Rights Shares and/or excess Rights Shares (if any), both in fully-paid form, allotted and issued to you.

If the Rights Issue is terminated or if your application for excess Rights Shares is not successful or is only partially successful, refund cheques, without interest, in respect of the relevant portion of application monies received are expected to be posted by ordinary post at your own risk to your registered addresses on or before Monday, 20 August 2018. Refund cheques (crossed "Account Payee Only") will be despatched by ordinary post to the registered addresses of the relevant applicants of the Rights Shares at the risk of such applicants.

EXCESS RIGHTS SHARES

Qualifying shareholders may, by way of excess application, apply for any Rights Shares provisionally allotted but not accepted by the Qualifying Shareholders or the transferees of nil-paid Rights Shares. Application for excess Rights Shares can be made by completing the EAF and lodging it, together with a separate remittance for the amount payable on application in respect of the excess Rights Shares applied for, in accordance with the instructions set out therein with the Registrar, Tricor Tengis Limited, at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, so as to be received by not later than 4:00 p.m. on Tuesday, 7 August 2018 (or, under bad weather conditions, such later time and/or date as mentioned in the paragraph headed "Effect of bad weather on the Latest Time for Acceptance" below). All remittances must be made by cheque or cashier's order in Hong Kong dollars. 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 "**Sunway International Holdings Limited – Excess Application Account**" and crossed "**Account Payee Only**". No receipt will be given for such remittances.

The Directors will allocate the excess Rights Shares (if any) at their discretion on a pro-rata basis in proportion to the number of excess Rights Shares being applied for under each application. In determining the number of excess Rights Shares to be allocated to a Qualifying Shareholder, no reference will be made to the number of Rights Shares subscribed by that Qualifying Shareholder through applications by PAL or the existing number of Shares held by such Qualifying Shareholder. No preference will be given to topping up odd lots to whole board lots. 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.

FRACTIONAL ENTITLEMENTS

Fractional entitlements to the Rights Shares will be disregarded and not be issued to the Qualifying Shareholders. Any fractional entitlements to the Rights Shares will be aggregated and will be made available for excess application by the Qualifying Shareholders under the EAFs.

EFFECT OF BAD WEATHER ON THE LATEST TIME FOR ACCEPTANCE

If there is a "black" rainstorm warning signal or a tropical cyclone warning signal number 8 or above in force in Hong Kong on such day (i) between 9:00 a.m. and 12:00 noon and no longer in force after 12:00 noon on Tuesday, 7 August 2018, the Latest Time for Acceptance will be extended to 5:00 p.m. on the same Business Day; or (ii) at any time between 12:00 noon and 4:00 p.m. on Tuesday, 7 August 2018, the Latest Time for Acceptance will be rescheduled to 4:00 p.m. on the following Business Day which does not have either of those tropical cyclone warning signal no.8 or above or "**black**" rainstorm warnings in force in Hong Kong at any time between 9:00 a.m. and 4:00 p.m. The Company will notify the Shareholders by way of announcement(s) of any change to the expected timetable as soon as practicable.

GENERAL

Lodgment of this PAL with, where relevant, the "Form of transfer and nomination" (Form B) purporting to have been signed by the person(s) in whose favour this PAL has been issued, shall be conclusive evidence of the title or the party or parties lodging it to deal with the same and to receive a split letter of allotment and/or the certificates for Rights Shares.

Further copies of the Prospectus are available at the Registrar.

All documents, including refund cheques, will be sent by ordinary post at the risks of the relevant applicants or other persons entitled thereto to their registered addresses by the Registrar on or before Monday, 20 August 2018. Any refund cheques will be drawn in favour of the person named on this form (or in case of joint applicants, the first-named applicant).

This PAL and all acceptances of the offer contained herein shall be governed by and construed in accordance with the laws of Hong Kong.

PERSONAL DATA COLLECTION – PAL

By completing, signing and submitting this PAL, you agree to disclose to the Company, the Registrar and/or their respective advisers and agents personal data and any information which they require about you or the person(s) for whose benefit you have made the acceptance of the provisional allotment of Rights Shares. The Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) ("**PDPO Ordinance**") provides the holders of securities with rights to ascertain whether the Company or the Registrar holds their personal data, to obtain a copy of that data, and to correct any data that is inaccurate. In accordance with the PDPO 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 the Company, at its principal place of business in Hong Kong at Unit 1902, Cheung Kong Center, 2 Queen's Road Central, 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 Registrar at its address set out above for the attention of Privacy Compliance Officer.

By the order of the Board
Sunway International Holdings Limited
Leung Chi Fai
Executive Director and Company Secretary



SUNWAY INTERNATIONAL HOLDINGS LIMITED

新威國際控股有限公司*

(於百慕達註冊成立之有限公司)

(股份代號：58)

敬啟者：

緒言

茲提述新威國際控股有限公司(「本公司」)日期為二零一八年七月二十四日有關供股之章程(「供股章程」)。除文義另有所指外，供股章程所界定詞彙與本文件所採用者具有相同涵義。根據供股章程所載條款及條件，董事已向閣下暫定配發若干數目供股股份，基準為於記錄日期(即二零一八年七月二十三日(星期一))以閣下名義在本公司股東名冊上登記之每持有兩(2)股已發行現有股份獲配發一(1)股供股股份，認購價為每股供股股份0.188港元。閣下於記錄日期持有之股份列於表格甲內甲欄，而閣下所獲暫定配發之供股股份數目則列於表格甲內乙欄。

任何暫定配發而未獲合資格股東或未繳足股款供股股份承讓人接納之供股股份，將可供合資格股東使用額外申請表格(「額外申請表格」)作出額外申請。

供股章程文件並無亦不會根據香港以外之任何司法權區之適用證券法律登記。除供股章程董事會函件中「海外股東之權利」一段所述外，本公司概無採取任何行動以批准於香港以外任何地區提呈供股。

於香港以外任何司法權區並接獲供股章程或暫定配額通知書或額外申請表格之人士，不得視之為申請供股股份要約或邀請，除非有關要約或邀請可於有關司法權區合法地作出而毋須遵照任何登記或其他法律或監管規定。在香港以外地區而擬為其利益申請供股項下供股股份之任何人士，須自行遵守所有相關司法權區之法例及規例(包括取得任何政府或其他同意)，並繳付有關地區或司法權區就此而規定繳付之任何稅項及徵稅。本公司將不會接納不合資格股東(如有)認購供股股份之申請。倘本公司相信接納任何認購供股股份之申請會觸犯香港以外任何司法權區之適用證券或其他法例或規例，則本公司保留拒絕接納有關申請之權利。

供股股份

供股股份一經配發及繳足，將與當時已發行股份在所有方面享有同等地位。繳足股款供股股份之持有人將有權收取於繳足股款供股股份發行及配發日期或以後可能宣派、作出或派付之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，並符合香港結算之證券收納規定後，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，自未繳股款及繳足股款供股股份於聯交所之各自開始買賣日期或於香港結算可能釐定之有關其他日期起，可於中央結算系統內寄存、結算及交收。聯交所參與者之間於任何交易日之任何交易必須於其後第二個交易日於中央結算系統交收。於中央結算系統進行之所有活動均須依據不時有效之中央結算系統一般規則及中央結算系統運作程序規則進行。

* 僅供識別

接納之手續

閣下如欲承購供股股份之全部暫定配額，必須將整份本暫定配額通知書連同表格甲內丙欄所載於接納時應付之全數股款(以支票或銀行本票形式)，最遲須於二零一八年八月七日(星期二)下午四時正(或於惡劣天氣情況下，則於下文「惡劣天氣對最後接納時間之影響」一段所述之較後時間及／或日期)送交過戶處卓佳登捷時有限公司(地址為香港皇后大道東183號合和中心22樓)並獲過戶處收訖。所有股款須以港元繳付。支票須以香港之持牌銀行戶口開出，或銀行本票須由香港之持牌銀行發出，及註明抬頭人為「Sunway International Holdings Limited — Rights Issue Account」，並劃線註明「只准入抬頭人賬戶」。繳付股款後，即表示已按本暫定配額通知書及供股章程所載之條款，並在本公司組織章程大綱及細則及公司細則的規限下接納供股股份之暫定配額。本公司將不另發股款收據。所有有關本暫定配額通知書之查詢均須寄交上述地址之過戶處。

謹請注意，除非填妥之本暫定配額通知書連同表格甲內丙欄所示之應繳股款須不遲於二零一八年八月七日(星期二)下午四時正(或於惡劣天氣情況下，則於下文「惡劣天氣對最後接納時間之影響」一段所述之較後時間及／或日期)由原承配人或任何已有效承讓供股權利之人士按上述方式送達過戶處，否則有關暫定配額及其項下之一切權利及配額將被視作放棄並予以取消，而有關供股股份將可供其他合資格股東以額外申請表格作出申請。即使暫定配額通知書並未遵照暫定配額通知書之相關指示填妥，本公司仍可(全權酌情決定)視暫定配額通知書為有效，並使遞交暫定配額通知書之人士或其代表受其約束。

填妥及交回本暫定配額通知書將構成有關人士向本公司作出保證及聲明，其已經或將會就暫定配額通知書及其任何接納妥為遵守香港以外所有相關司法權區之一切登記、法例及法規之規定。倘本公司相信接納任何供股股份申請將違反任何司法權區之適用證券法例或其他法例或法規，則本公司保留拒絕受理有關申請之權利。為免生疑問，香港結算或香港中央結算(代理人)有限公司將概不受任何上述聲明或保證規限。

轉讓及分拆

閣下如欲轉讓根據本暫定配額通知書暫定配發予閣下之供股股份之全部認購權，須填妥及簽署「轉讓及提名表格」(表格乙)並將本暫定配額通知書交予承讓人或接納閣下轉讓權利之人士。承讓人須填妥及簽署「登記申請表格」(表格丙)，並將整份本暫定配額通知書連同表格甲內丙欄所載於接納時應繳之全數股款，最遲須於二零一八年八月七日(星期二)下午四時正(或於惡劣天氣情況下，則於下文「惡劣天氣對最後接納時間之影響」一段所述之較後時間及／或日期)交回過戶處卓佳登捷時有限公司(地址為香港皇后大道東183號合和中心22樓)並獲過戶處收訖。所有股款須以港元繳付，而支票須以香港之持牌銀行戶口開出，或銀行本票須由香港之持牌銀行發出，及註明抬頭人為「Sunway International Holdings Limited — Rights Issue Account」，並劃線註明「只准入抬頭人賬戶」。謹請注意，轉讓閣下認購有關供股股份之權利予承讓人及承讓人接納該等權利須繳付香港印花稅。

閣下如僅欲接納閣下之部分暫定配額，或轉讓根據本暫定配額通知書暫定配發予閣下之供股股份之部分認購權，或向超過一名人士轉讓閣下全部或部分權利，則閣下須不遲於二零一八年七月三十日(星期一)下午四時三十分前將原暫定配額通知書交回過戶處卓佳登捷時有限公司(地址為香港皇后大道東183號合和中心22樓)予以註銷，過戶處將會註銷原暫定配額通知書並按所需數目發出新暫定配額通知書。新暫定配額通知書將可於交出此份原暫定配額通知書後第二個營業日上午九時正後於過戶處卓佳登捷時有限公司(地址為香港皇后大道東183號合和中心22樓)領取。謹請注意，轉讓閣下有關於供股股份之認購權予承讓人及承讓人接納該等權利須繳付香港印花稅。即使暫定配額通知書並未遵照暫定配額通知書之相關指示填妥，本公司仍可(全權酌情決定)視暫定配額通知書為有效，並使遞交暫定配額通知書之人士或其代表受其約束。

終止包銷協議

倘於二零一八年八月十三日(星期一)下午四時正(即最後終止時間)前：

- (1) 任何包銷商全權認為，供股之成功進行將因下列各項而受到重大不利影響：
 - (a) 頒佈任何新法例或法規或現行法例或法規(或其司法詮釋)出現任何變動或發生任何其他事故(不論其性質為何)，而任何包銷商全權認為會對本集團整體業務或財務或經營狀況或前景構成重大不利影響，或就供股而言屬重大不利；或
 - (b) 任何地方、國家或國際間發生有關政治、軍事、金融、經濟或其他性質(無論是否與上述任何一項屬同一類別)之事件或情況出現變動(無論是否在包銷協議日期之前及／或之後所發生或持續發生之一連串事件或變動之其中一部分)，或任何地方、國家或國際間出現敵對形勢或武裝衝突或局勢惡化，或發生可影響本地證券市場之事件，而任何包銷商全權認為會對本集團整體業務或財務或經營狀況或前景構成重大不利影響，或令供股之成功進行受到重大不利影響，或基於其他理由導致不適宜或不應進行供股；或

- (2) 市況出現任何不利變動(包括但不限於金融或貨幣政策或外匯或貨幣市場之任何變動、證券買賣被暫停或受到重大限制)，而包銷商全權認為可能對供股之成功進行構成重大或不利影響，或基於其他理由導致不適宜或不應進行供股；或
- (3) 本公司或本集團任何成員公司之情況出現任何變動，而包銷商全權認為會令本公司之前景受到不利影響，包括(在不限制上文所述各項一般性原則下)本集團任何成員公司被呈請或通過決議案清盤或結業或發生類似事件或本集團任何重大資產被摧毀；或
- (4) 發生任何不可抗力事件，包括(在不限制其一般性原則下)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；或
- (5) 本集團整體業務或財務或經營狀況或前景出現任何其他重大不利變動(無論是否與上述任何一項屬同一類別)；或
- (6) 任何事件倘於緊接供股章程日期前發生或發現，但並無於供股章程內披露，即構成任何包銷商全權認為對供股而言屬重大遺漏者；或
- (7) 聯交所之證券買賣全面暫停或本公司證券買賣暫停超過連續10個營業日，惟不包括有待批准刊發章程文件或有關供股之其他公告或通函而短暫停牌或暫停買賣；或
- (8) 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，

任何包銷商均有權於最後終止時間前向本各公司及其他包銷商發出書面通知終止包銷協議。

倘於最後終止時間前發生下列情況，則各包銷商有權以書面通知撤銷包銷協議：

- (1) 有關包銷商獲悉任何嚴重違反包銷協議所載任何聲明、保證或承諾之情況；或
- (2) 有關包銷商獲悉於包銷協議日期或之後及於最後終止時間之前發生任何事件或出現任何事項，而有關事件或事項倘若於包銷協議日期前已發生或出現，將導致包銷協議所載之任何聲明、保證或承諾於任何重大方面失實或不正確。

包銷商須於最後終止時間前送達任何該等通知。

倘任何包銷商行使其上述權利終止或撤回包銷協議，供股將不會進行。

供股之條件

供股須待包銷協議成為無條件及包銷商並無於最後終止時間前根據其條款終止包銷協議後方可作實。有關包銷協議之條件之詳情，請參閱供股章程董事會函件一節「包銷協議之條件」段落。倘供股之條件未能於最後終止時間前全部獲達成，屆時供股將不會進行。

支票及銀行本票

所有支票及銀行本票將緊隨收取後即時過戶，而自有關款項產生之所有利息(如有)將撥歸本公司所有。填妥並交回暫定配額通知書連同支付供股股份股款之支票或銀行本票(不論由合資格股東或任何獲提名承讓人交回)，將構成申請人之保證，指支票或銀行本票將於首次過戶時獲兌現。倘支票或銀行本票於首次過戶時未能兌現，在不影響本公司之其他權利之情況下，本公司保留拒絕受理任何暫定配額通知書及／或額外申請表格之權利，且於該情況下，供股股份之有關暫定配額及其項下之一切權利及配額將視作已遭放棄而被註銷。閣下須於申請供股股份時支付實際應付金額，任何未繳足股款申請將不獲受理。倘就申請支付過多款額，則在款額為100港元或以上時方會向閣下發出不計利息之退款支票。概不會就所接獲之任何暫定配額通知書及／或相關股款發出收據。

供股之股票及退款支票

待供股條件獲達成或豁免(視適用情況而定)後，所有繳足股款供股股份之股票預期將於二零一八年八月二十日(星期一)或之前以平郵方式寄發予該等已接納及已支付供股股份股款之合資格股東，惟郵誤風險概由彼等自行承擔。除香港中央結算(代理人)有限公司外，閣下將會就配發及發行予閣下之所有供股股份及／或額外供股股份(如有)(均為繳足股款)獲發一張股票。

倘供股被終止或 閣下之額外供股股份申請不成功或僅部分成功，則已收取之有關部分申請股款(不計利息)之退款支票預期將於二零一八年八月二十日(星期一)或之前以平郵方式寄發至 閣下之登記地址，郵誤風險概由 閣下自行承擔。退款支票(劃線註明「只准入抬頭人賬戶」)將以平郵方式寄發至有關供股股份申請人之登記地址，郵誤風險概由有關申請人自行承擔。

額外供股股份

合資格股東可按額外申請之方式申請任何已暫定配發而未獲合資格股東或未繳股款供股股份之承讓人接納之任何供股股份。提出申請額外供股股份之方法為按照其所載指示填妥額外申請表格，並於不遲於二零一八年八月七日(星期二)下午四時正(或於惡劣天氣情況下，則於下文「惡劣天氣對最後接納時間之影響」一段所述之較後時間及/或日期)將表格連同於所申請額外供股股份應繳數額之獨立股款一併遞交至過戶處卓佳登捷時有限公司，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。支票須以香港之持牌銀行戶口開出，或銀行本票須由香港之持牌銀行發出，及註明抬頭人為「Sunway International Holdings Limited — Excess Application Account」，並劃線註明「只准入抬頭人賬戶」。本公司將不另發股款收據。

董事將酌情按與各申請項下所申請額外供股股份數目之比例按比例基準分配額外供股股份(如有)。於釐定將向合資格股東分配之額外供股股份數目時，本公司將不會參考合資格股東根據暫定配額通知書申請認購之供股股份數目或有關合資格股東持有之現有股份數目。為補足碎股至完整買賣單位而提出之申請將不獲優先處理。謹請注意，交回額外申請表格並不保證合資格股東將獲分配超出其暫定配額之任何供股股份。

零碎配額

供股股份之零碎配額將不予考慮且不會發行予合資格股東。供股股份之任何零碎配額將予以彙集並可由合資格股東根據額外申請表格額外申請認購。

惡劣天氣對最後接納時間之影響

倘於當日「黑色」暴雨警告信號或懸掛8號或以上熱帶氣旋警告信號於香港生效，則(i)如警告為二零一八年八月七日(星期二)上午九時正至中午十二時正時間生效而於中午十二時正後解除，則最後接納時間將順延至同一營業日下午五時正；或(ii)如警告為二零一八年八月七日(星期二)中午十二時正至下午四時正內任何時間生效，最後接納時間將重訂於下一個於上午九時正至下午四時正期間之任何時間並無任何該等8號或以上熱帶氣旋警告信號或「黑色」暴雨警告於香港生效之營業日之下午四時正。倘預期時間出現任何變動，本公司將於切實可行情況下盡快以公告方式告知股東。

一般事項

本暫定配額通知書連同(如相關)宣稱由獲發本暫定配額通知書人士所簽署之「轉讓及提名表格」(表格乙)一經交回，即確證交回之人士有權處理本暫定配額通知書及收取分拆配額函件及/或有關供股股份之股票。

閣下如需要額外之供股章程，可於過戶處索取。

所有文件(包括退款支票)將由過戶處於二零一八年八月二十日(星期一)或之前以平郵方式寄至有關申請人或其他應得人士之登記地址，郵誤風險概由彼等自行承擔。任何退款支票均以本表格上填上之姓名作為抬頭人(或如屬聯名申請人，則以排名首位之申請人為抬頭人)。

本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例監管，並按其詮釋。

收集個人資料—暫定配額通知書

填妥、簽署及交回本暫定配額通知書，即表示 閣下同意向本公司、過戶處及/或彼等各自之顧問及代理披露個人資料及彼等所需有關 閣下或 閣下為其利益而接納暫定配發供股股份之人士之任何資料。香港法例第486章《個人資料(私隱)條例》(「個人資料私隱條例」)賦予證券持有人權利，可確定本公司或過戶處是否持有其個人資料、索取有關資料之副本及更正任何不準確資料。根據個人資料私隱條例，本公司及過戶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查閱有關政策及慣例以及持有資料種類之訊息之所有要求，應寄往本公司之香港主要營業地點香港中環皇后大道中2號長江集團中心1902室或根據適用法律不時通知之地址，並以本公司之公司秘書為收件人，或(視情況而定)寄往過戶處(於其上述地址)，並以私隱條例事務主任為收件人。

此致

列位合資格股東 台照

承董事會命
新威國際控股有限公司
執行董事兼公司秘書
梁志輝

二零一八年七月二十四日(星期二)