



# **GOLDEN EAGLE RETAIL GROUP LIMITED**

## **金鷹商貿集團有限公司**

*(Incorporated in the Cayman Islands with limited liability)*

**(Stock Code: 3308)**

*Executive Directors:*

Mr. Wang Hung, Roger  
Mr. Tan Jianlin

*Registered office:*

Cricket Square, Hutchins Drive, P.O. Box 2681,  
Grand Cayman, KY1 -1111,  
Cayman Islands

*Independent non-executive Directors:*

Mr. Wong Chi Keung  
Mr. Lay Danny J  
Mr. Lo Ching Yan

*Principal place of business in the PRC:*

17th Floor, Block A, Golden Eagle World,  
No. 888 Yingtian Street, Jianye District,  
Nanjing, the PRC

*Principal place of business in Hong Kong:*

Unit 1206, 12th Floor, Tower 2,  
Lippo Centre, 89 Queensway,  
Hong Kong

23 August 2023

To the Shareholders

*Dear Sir or Madam,*

**(1) PROPOSED PRIVATISATION OF  
GOLDEN EAGLE RETAIL GROUP LIMITED  
BY THE OFFEROR  
BY WAY OF A SCHEME OF ARRANGEMENT  
UNDER SECTION 86 OF THE COMPANIES ACT;  
AND  
(2) PROPOSED WITHDRAWAL OF LISTING OF  
GOLDEN EAGLE RETAIL GROUP LIMITED**

### **INTRODUCTION**

Reference is made to the Announcement.

On 25 May 2023, the Offeror requested the Board to put forward the Proposal to the Scheme Shareholders for the proposed privatisation of the Company by way of the Scheme.

## **TERMS OF THE PROPOSAL**

### **The Proposal**

If the Proposal is approved and implemented:

- (a) all of the Scheme Shares held by the Disinterested Scheme Shareholders will be cancelled and extinguished on the Effective Date in exchange for the Cash Cancellation Consideration payable in cash by the Offeror to the Disinterested Scheme Shareholders whose names appear on the Register on the Scheme Record Date;
- (b) the 1,151,268,000 Scheme Shares held by GEIRG (representing all the Shares held by GEIRG) will be cancelled and extinguished on the Effective Date in exchange for the GEIRG Cancellation Consideration, which will be satisfied by the Offeror crediting as fully paid 100 nil-paid Offeror Shares (representing 100% of the issued share capital of the Offeror) held by GEICO at the direction of GEIRG;
- (c) pursuant to paragraphs (a) to (b) above, the issued share capital of the Company will be reduced by cancelling and extinguishing the Scheme Shares, and upon such reduction, the issued share capital of the Company will be simultaneously increased to its former amount by the new issuance at par to the Offeror, credited as fully paid, of an aggregate number of Shares as is equal to the number of Scheme Shares cancelled and extinguished. The reserve created in the Company's books of account as a result of the cancellation and extinguishment of Scheme Shares will be applied to pay up in full at par the new Shares so issued, credited as fully paid, to the Offeror;
- (d) approximately 89.06% of the total number of Shares in issue will be held by the Offeror (as a result of the new issuance mentioned in paragraph (c) above), and approximately 0.95% and 9.99% of the total number of Shares in issue will continue to be held by the Founder Family Members and RVJD STAR Company respectively (as a result of the Rollover Arrangement); and
- (e) the Company will make an application to the Stock Exchange for the withdrawal of the listing of the Shares on the Stock Exchange pursuant to Rule 6.15(2) of the Listing Rules, with effect immediately following the Effective Date.

## **Cancellation Price**

Under the Scheme, the Cancellation Price of HK\$6.88 per Scheme Share will be payable by the Offeror to the Scheme Shareholders in the form of:

- (a) the Cash Cancellation Consideration for the cancellation and extinguishment of the Scheme Shares held by the Disinterested Scheme Shareholders; and
- (b) the GEIRG Cancellation Consideration for the cancellation and extinguishment of the Scheme Shares held by GEIRG.

The Cancellation Price of HK\$6.88 per Scheme Share cancelled and extinguished represents:

- (a) a premium of approximately 6.17% over the closing price of HK\$6.48 per Share as quoted on the Stock Exchange on the Latest Practicable Date;
- (b) a premium of approximately 40.41% over the last traded price of HK\$4.90 per Share as quoted on the Stock Exchange on the Last Trading Day;
- (c) a premium of approximately 63.42% over the closing price of HK\$4.21 per Share as quoted on the Stock Exchange on the Last Full Trading Day;
- (d) a premium of approximately 66.59% over the average closing price of approximately HK\$4.13 per Share based on the daily closing prices as quoted on the Stock Exchange for the 5 trading days up to and including on the Last Full Trading Day;
- (e) a premium of approximately 61.50% over the average closing price of approximately HK\$4.26 per Share based on the daily closing prices as quoted on the Stock Exchange for the 10 trading days up to and including on the Last Full Trading Day;
- (f) a premium of approximately 55.30% over the average closing price of approximately HK\$4.43 per Share based on the daily closing prices as quoted on the Stock Exchange for the 30 trading days up to and including on the Last Full Trading Day;
- (g) a premium of approximately 49.89% over the average closing price of approximately HK\$4.59 per Share based on the daily closing prices as quoted on the Stock Exchange for the 60 trading days up to and including on the Last Full Trading Day;

- (h) a premium of approximately 54.61% over the average closing price of approximately HK\$4.45 per Share based on the daily closing prices as quoted on the Stock Exchange for the 90 trading days up to and including on the Last Full Trading Day;
- (i) a premium of approximately 45.15% over the average closing price of approximately HK\$4.74 per Share based on the daily closing prices as quoted on the Stock Exchange for the 180 trading days up to and including on the Last Full Trading Day;
- (j) a premium of approximately 10.79% over the audited consolidated net asset value attributable to the Shareholders of approximately HK\$6.21 per Share as at 31 December 2022 (based on the audited consolidated equity attributable to owners of the Company of approximately RMB9,281 million (equivalent to approximately HK\$10,305 million) as at 31 December 2022 and 1,660,205,000 Shares in issue as the Latest Practicable Date);
- (k) a premium of approximately 4.24% over the unaudited consolidated net asset value attributable to the Shareholders of approximately HK\$6.60 per Share as at 30 June 2023 (based on the unaudited consolidated equity attributable to owners of the Company of approximately RMB9,864 million (equivalent to approximately HK\$10,953 million) as at 30 June 2023 and 1,660,205,000 Shares in issue as the Latest Practicable Date); and
- (l) a discount of approximately 47.40% to the Unaudited Adjusted NAV per Share of approximately HK\$13.08 as at 30 June 2023.

#### **Basis for determining the Cancellation Price**

The Cancellation Price has been determined on a commercial basis after taking into account, among other things, recent and historical traded prices of the Shares, the financial performance of the Company, the trading multiples of comparable companies listed on the Stock Exchange and the factors as set out in the section headed “Reasons for and benefits of the Proposal” in this Scheme Document and with reference to other similar privatisation transactions relating to companies listed on the Stock Exchange in recent years.

**The Offeror will not increase the Cancellation Price and does not reserve the right to do so. Shareholders and potential investors of the Company should be aware that, following the making of this statement, the Offeror will not be allowed to increase the Cancellation Price.**

## **Dividend payment by the Company**

If, after the date of the Announcement, any dividend and/or other distribution and/or other return of capital is announced, declared or paid in respect of the Shares, the Offeror reserves the right to reduce the Cancellation Price by all or any part of the net amount or value of such dividend, distribution and/or, as the case may be, return of capital after consultation with the Executive, in which case any reference in this Scheme Document or any other announcement or document to the Cancellation Price will be deemed to be a reference to the Cancellation Price as so reduced.

The Company has confirmed that it does not intend to announce, declare or pay any dividend, distribution or other return of capital during the Offer Period in relation to the Proposal. As at the Latest Practicable Date, there is no outstanding dividend in respect of the Shares that has been announced but not yet paid.

## **Conditions of the Proposal and the Scheme**

The Proposal and the Scheme will only become effective and binding on the Company and all the Scheme Shareholders if the following Conditions are fulfilled, waived or remain satisfied (as applicable):

- (a) the approval of the Scheme (by way of poll) at the Court Meeting by the Scheme Shareholders representing not less than 75% in value of the Scheme Shares held by the Scheme Shareholders present and voting either in person or by proxy at the Court Meeting with any Scheme Shareholder being parties acting in concert with the Offeror (including GEIRG) abstaining from voting;
- (b)
  - (i) the Scheme is approved (by way of poll) by at least 75% of the votes attaching to the Scheme Shares held by the Disinterested Scheme Shareholders that are cast either in person or by proxy at the Court Meeting; and
  - (ii) the number of votes cast (by way of poll) against the resolution to approve the Scheme at the Court Meeting is not more than 10% of the votes attaching to all the Scheme Shares held by the Disinterested Scheme Shareholders;
- (c)
  - (i) the passing of a special resolution by a majority of not less than three-fourths of the votes cast by the Shareholders present and voting in person or by proxy at the EGM to approve and give effect to the reduction of the issued share capital of the Company by the cancellation and extinguishment of the Scheme Shares; and
  - (ii) the passing of an ordinary resolution by a simple majority of the votes cast by the Shareholders present and voting in person or by proxy at the EGM to approve and give effect to, simultaneously upon the reduction of issued share capital, the increase of issued Shares in the share capital of the Company to the

amount prior to the cancellation and extinguishment of the Scheme Shares by the allotment and new issuance at par to the Offeror of the aggregate number of new Shares, credited as fully paid, as is equal to the number of Scheme Shares cancelled and extinguished and the application of the reserve created in the Company's books of account as a result of the capital reduction to pay up in full at par such number of the new Shares so allotted and issued to the Offeror;

- (d) the sanction of the Scheme (with or without modifications) by the Grand Court and, to the extent necessary, its confirmation of the reduction of the issued share capital of the Company involved in the Scheme, and the delivery to the Registrar of Companies of a copy of the order of the Grand Court for registration;
- (e) to the extent necessary, compliance with the procedural requirements and conditions under Sections 15 and 16 of the Companies Act in relation to any reduction of the issued share capital of the Company associated with the cancellation and extinguishment of the Scheme Shares;
- (f) all Authorisations (if any) having been obtained or made from, with or by (as the case may be) the Relevant Authorities in the Cayman Islands, Hong Kong, and any other relevant jurisdictions; and, if applicable, any waiting periods having expired or terminated;
- (g) all Authorisations (if any) remaining in full force and effect without variation, and all necessary statutory or regulatory obligations in all relevant jurisdictions having been complied with and no legal or regulatory requirement having been imposed by any Relevant Authorities which is not expressly provided for, or is in addition to requirements expressly provided for, in relevant laws, rules, regulations or codes in connection with the Proposal or any matters, documents (including circulars) or things relating thereto, which are material in the context of the Group (taken as a whole), in each aforesaid case up to the Effective Date;
- (h) no government, governmental, quasi-governmental, statutory or regulatory body, court or agency in any jurisdiction having taken or instituted any action, proceeding, suit, investigation or enquiry (enacted, made or proposed, and there not continuing to be outstanding, any statute, regulation, demand or order), in each case, which would make the Proposal or its implementation in accordance with its terms void, unenforceable, illegal or impracticable (or which would impose any material and adverse conditions or obligations with respect to the Proposal or its implementation in accordance with its terms), other than such actions, proceedings, suits, investigations or enquiries as would not have a material adverse effect on the legal ability of the Offeror to proceed with the Proposal;

- (i) since the date of the Announcement, there having been no adverse change in the business, assets, financial or trading positions, profits or prospects of any member of the Group (to an extent which is material in the context of the Group taken as a whole or in the context of the Proposal); and
- (j) all necessary consents in connection with the Proposal and the withdrawal of listing of the Shares on the Stock Exchange which may be required under any existing contractual obligations of any member of the Group being obtained or waived by the relevant party(ies) and remaining in effect (if applicable).

The Conditions in paragraphs (a) to (d) cannot be waived. The Offeror reserves the right to waive all or any of the Conditions in paragraphs (e) to (j), to the extent permissible by relevant laws and regulations, the Listing Rules and the Takeovers Code, either in whole or in respect of any particular matter. The Company does not have the right to waive any of the Conditions. Pursuant to Note 2 to Rule 30.1 of the Takeovers Code, the Offeror may only invoke any or all of the Conditions as a basis for not proceeding with the Proposal if the circumstances which give rise to a right to invoke any such Condition are of material significance to the Offeror in the context of the Proposal.

All of the Conditions will have to be fulfilled, waived or remain satisfied, as applicable, on or before the Long Stop Date, failing which the Proposal and the Scheme will lapse. If the Scheme is withdrawn, not approved or lapsed, the listing of the Shares on the Stock Exchange will not be withdrawn. If the Conditions are satisfied or waived (as applicable), the Scheme will be binding on all of the Scheme Shareholders, irrespective of whether or not they attended or voted at the Court Meeting or the EGM.

As at the Latest Practicable Date, none of the Conditions set out in paragraphs (a) to (j) have been fulfilled or waived (as the case may be).

As at the Latest Practicable Date, with respect to the Condition in:

- (a) paragraphs (f) and (g), each of the Offeror and the Company is not aware of any requirement for such Authorisations other than those set out in the Conditions in paragraphs (a) to (d);
- (b) paragraph (h), each of the Offeror and the Company is not aware of any such action, proceeding, suit, investigation, enquiry, statute, regulation, demand or order; and
- (c) paragraph (j), each of the Offeror and the Company is not aware of any such consents other than those from certain facility agreement entered into by the Group.

**Shareholders and potential investors of the Company should be aware that the Proposal is subject to the Conditions being fulfilled or waived, as applicable, and therefore the Proposal may or may not be implemented. Shareholders and potential investors of the Company should therefore exercise caution when dealing in securities of the Company. Persons who are in doubt as to the action they should take should consult their stockbroker, bank manager, solicitor or other professional advisers.**

## **THE SHARE SWAP UNDERTAKING**

On 28 May 2023, GEIRG entered into the Share Swap Undertaking in favour of the Offeror. Pursuant to the Share Swap Undertaking, GEIRG has undertaken and agreed to the cancellation and extinguishment of the 1,151,268,000 Scheme Shares held by it, representing all the Shares held by it in the Company and representing approximately 69.35% of the total issued Shares, in exchange for the GEIRG Cancellation Consideration in the amount of HK\$7,920,723,840, being the Cancellation Price multiplied by 1,151,268,000, which will be satisfied by the Offeror crediting as fully paid 100 nil-paid Offeror Shares (representing 100% of the issued share capital of the Offeror) held by GEICO at the direction of GEIRG.

As at the Latest Practicable Date, 100 nil-paid Offeror Shares, representing 100% of the issued share capital of the Offeror, have been issued to GEICO. In accordance with the terms of the Share Swap Undertaking, such Offeror Shares will be credited as fully paid upon the Scheme becoming effective in satisfaction of the GEIRG Cancellation Consideration.

The Share Swap Undertaking will be terminated if the Proposal lapses or is withdrawn in accordance with its terms.

## **ROLLOVER ARRANGEMENT**

As at the Latest Practicable Date, Mr. Wang, Mrs. Wang, Ms. Janice Wang and RVJD STAR Company, respectively, directly holds 4,000,000 Shares, 250,000 Shares, 11,590,000 Shares and 165,880,000 Shares, representing approximately 0.24%, 0.01%, 0.70% and 9.99% of the Shares in issue.

Mrs. Wang is the spouse of Mr. Wang. Ms. Janice Wang is a daughter of Mr. Wang and Mrs. Wang.

As at the Latest Practicable Date, RVJD STAR Company is a wholly-owned subsidiary of RVJD Holding Limited, which is wholly-owned by the RVJD STAR Trust, a discretionary trust founded by Mr. Wang and Mrs. Wang. The discretionary objects of the RVJD STAR Trust are the nominated children of Mr. Wang and Mrs. Wang and the remoter issue of the marriage of the nominated children whether or not now living and the trustee of the RVJD STAR Trust is Cititrust Private Trust (Cayman) Limited.

The Offeror intends to allow the Founder Family Members and RVJD STAR Company to retain their respective shareholdings in the Company after the Scheme becoming effective pursuant to the Rollover Arrangement.

On 28 May 2023, the Offeror, the Founder Family Members and RVJD STAR Company entered into the Rollover Agreement, pursuant to which:

- (a) each of the Founder Family Members and RVJD STAR Company will remain as a Shareholder after the Scheme becomes effective;



- (b) none of the Shares held by each of the Founder Family Members and RVJD STAR Company will constitute Scheme Shares, nor will they be voted on the Scheme at the Court Meeting;
- (c) the Shares held by each of the Founder Family Members and RVJD STAR Company will not be cancelled and extinguished when the Scheme becomes effective;
- (d) each of the Founder Family Members and RVJD STAR Company has undertaken, to the extent permitted under the Takeovers Code, the Listing Rules and applicable laws and regulations, to exercise, or, as the case may be, to procure the exercise of the voting rights in respect of the Shares owned by him/her/it directly on resolutions in relation to the implementation of the Scheme in accordance with the Offeror's directions, and in the absence of any such directions, to vote in favour of all resolutions which are necessary to implement the Scheme proposed at a general meeting of the Company, and that it shall be bound by, and take all actions necessary to implement the Scheme; and
- (e) each of the Founder Family Members and RVJD STAR Company has further undertaken that he/she/it will not:
  - (i) directly or indirectly, sell, transfer, charge, encumber, grant any option over or otherwise dispose of any interest in any of the Shares held by it;
  - (ii) accept any other offer in respect of the Shares;
  - (iii) acquire, subscribe for or otherwise deal in the securities of the Company without prior consent of the Offeror.

The Rollover Agreement will be terminated if the Proposal lapses or is withdrawn in accordance with its terms.

The Founder Family Members are close family members and RVJD STAR Company is a related trust founded by Mr. Wang and Mrs. Wang, and therefore the Rollover Arrangement is not considered to be a special deal under Rule 25 of the Takeovers Code.

As the Rollover Agreement was entered into by the Offeror and the Founder Family Members and RVJD STAR Company, and none of the Company or member of the Group is a party to the Rollover Agreement, the Rollover Arrangement does not constitute a connected transaction of the Company under Chapter 14A of the Listing Rules.

## **IRREVOCABLE UNDERTAKING**

As at the Latest Practicable Date, the Offeror has received the Irrevocable Undertaking from the Undertaking Shareholder, which, save as a Shareholder, (i) has no relationship with the Offeror and the Offeror Concert Parties; and (ii) is independent of and not acting in concert with the Offeror and the Offeror Concert Parties, pursuant to which the Undertaking Shareholder has unconditionally and irrevocably undertaken to, among other things, exercise, or procure the exercise, of all voting rights attached to the Undertaking Scheme Shares owned by the Undertaking Shareholder to vote in favour of all resolutions required to approve and

give effect to the Proposal and the Scheme (including any resolution that may impact the fulfilment of any Condition). The Undertaking Scheme Shares held by the Undertaking Shareholder represent approximately 7.18% of the Shares in issue as at the Latest Practicable Date.

Furthermore, the Undertaking Shareholder has undertaken, among other things, not to (i) dispose of the Shares held by it and (ii) enter into any arrangement which would restrict or impede the Conditions from being fulfilled or the Scheme from becoming effective.

The Irrevocable Undertaking will be terminated if the Proposal lapses or is withdrawn in accordance with its terms.

## **SHAREHOLDING STRUCTURE OF THE COMPANY**

As at the Latest Practicable Date:

- (a) the authorised share capital of the Company is HK\$500,000,000 divided into 5,000,000,000 Shares, of which 1,660,205,000 Shares are in issue. As at the Latest Practicable Date, the Company has no relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) other than 1,660,205,000 Shares in issue;
- (b) there are no other outstanding options, warrants, derivatives, convertible securities or other relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) issued by the Company that carry a right to subscribe for or which are convertible into the Shares;
- (c) the Offeror does not hold any Shares and the Offeror Concert Parties hold 1,332,988,000 Shares in aggregate, representing approximately 80.29% of the total number of Shares in issue, among which GEIRG, Mr. Wang, Mrs. Wang, Ms. Janice Wang and RVJD STAR Company, respectively, directly hold 1,151,268,000 Shares, 4,000,000 Shares, 250,000 Shares, 11,590,000 Shares and 165,880,000 Shares, representing approximately 69.35%, 0.24%, 0.01%, 0.70% and 9.99% of the total number of Shares in issue, respectively. Save as disclosed, none of the Offeror and the Offeror Concert Parties owns or has control or direction over any voting rights and rights over the Shares;
- (d) the Scheme Shares comprise 1,151,268,000 Shares held by GEIRG and 327,217,000 Shares held by the Disinterested Scheme Shareholders, and in aggregate represent approximately 89.06% of the total number of Shares in issue;
- (e) save for the 1,332,988,000 Shares held by the Offeror Concert Parties, none of the Offeror or the Offeror Concert Parties owns or has control or direction over the relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) of the Company;

- (f) there are no convertible securities, warrants or options in respect of the Shares held, controlled or directed by the Offeror or Offeror Concert Parties;
- (g) there were no dealings by the Offeror or the Offeror Concert Parties in the Shares during the Relevant Period;
- (h) there is no outstanding derivative in respect of the securities in the Company entered into by the Offeror or any of the Offeror Concert Parties;
- (i) there are no relevant securities (as defined in Note 4 to Rule 22 of the Takeovers Code) in the Company which the Offeror or any of the Offeror Concert Parties has borrowed or lent; and
- (j) save for Mr. Wang, none of the Directors had any interest or short position in any Shares, underlying shares or debentures of the Company or any of its associated corporations.

The shareholding structure of the Company (i) as at the Latest Practicable Date; (ii) upon completion of the Proposal is set out in the section headed “Shareholding Structure of the Company” in the Explanatory Memorandum in Part VI of this Scheme Document.

#### **TOTAL CONSIDERATION AND CONFIRMATION OF FINANCIAL RESOURCES**

On the basis of the Cancellation Price of HK\$6.88 per Scheme Share and there being 1,660,205,000 Shares in issue as at the Latest Practicable Date, the entire issued share capital of the Company is valued at HK\$11,422,210,400.

Pursuant to the Share Swap Undertaking, GEIRG has undertaken and agreed to the cancellation and extinguishment of its 1,151,268,000 Shares under the Scheme in exchange for the GEIRG Cancellation Consideration in the amount of HK\$7,920,723,840, being the Cancellation Price multiplied by 1,151,268,000, which will be satisfied by the Offeror crediting as fully paid 100 nil-paid Offeror Shares (representing 100% of the issued share capital of the Offeror) held by GEICO at the direction of GEIRG. In accordance with the Rollover Arrangement, the aggregate of 181,720,000 Shares held by the Founder Family Members and RVJD STAR Company will not form part of the Scheme Shares and will not be cancelled and extinguished on the Effective Date.

As a result, based on the 327,217,000 Scheme Shares held by the Disinterested Scheme Shareholders as at the Latest Practicable Date, representing approximately 19.71% of the total Shares in issue, the cash consideration payable under the Proposal is HK\$2,251,252,960.

The Offeror intends to finance the entire cash amount required for the Proposal by a facility provided by China Merchants Bank Co., Ltd.. The facility is secured by, among others, a share charge in favour of China Merchants Bank Co., Ltd., Hai Kou Branch over all of the Shares to be owned by the Offeror after the Scheme becomes effective in accordance with the loan documentation entered into between the Offeror and China Merchants Bank Co., Ltd., Hai Kou Branch.

CMB International, as the financial adviser to the Offeror in connection with the Proposal, is satisfied that sufficient financial resources are available to the Offeror for discharging its obligations in respect of the full implementation of the Proposal in accordance with its terms.

#### **INFORMATION ON THE GROUP**

Your attention is drawn to the section headed “Information on the Group” in the Explanatory Memorandum in Part VI of this Scheme Document.

#### **INFORMATION ON THE OFFEROR AND THE OFFEROR CONCERT PARTIES**

Your attention is drawn to the section headed “Information on the Offeror and the Offeror Concert Parties” in the Explanatory Memorandum in Part VI of this Scheme Document.

#### **INTENTION OF THE OFFEROR WITH REGARD TO THE GROUP**

Your attention is drawn to the section headed “Intention of the Offeror with regard to the Group” in the Explanatory Memorandum in Part VI of this Scheme Document.

The Board welcomes the intentions of the Offeror in respect of the Company and its employees and will cooperate with and provide full support to the Offeror to facilitate the continued smooth business operations and management of the Group.

#### **FINANCIAL ADVISER TO THE OFFEROR, INDEPENDENT BOARD COMMITTEE AND INDEPENDENT FINANCIAL ADVISER**

Your attention is drawn to the section headed “Financial Adviser to the Offeror, Independent Board Committee and Independent Financial Adviser” in the Explanatory Memorandum in Part VI of this Scheme Document.

The full text of the letter from the Independent Board Committee and the letter from the Independent Financial Adviser is set out in Part IV and Part V of this Scheme Document, respectively.

#### **REASONS FOR AND BENEFITS OF THE PROPOSAL**

Your attention is drawn to the section headed “Reasons for and benefits of the Proposal” in the Explanatory Memorandum in Part VI of this Scheme Document.

#### **WITHDRAWAL OF LISTING**

Your attention is drawn to the section headed “Withdrawal of Listing” in the Explanatory Memorandum in Part VI of this Scheme Document.

## **OVERSEAS SCHEME SHAREHOLDERS**

Your attention is drawn to the section headed “Overseas Scheme Shareholders” in the Explanatory Memorandum in Part VI of this Scheme Document.

## **TAXATION ADVICE**

Your attention is drawn to the section headed “Taxation advice” in the Explanatory Memorandum in Part VI of this Scheme Document.

## **COSTS OF THE SCHEME**

Your attention is drawn to the section headed “Costs of the Scheme” in the Explanatory Memorandum in Part VI of this Scheme Document.

## **ACTIONS TO BE TAKEN**

Your attention is drawn to the section headed “ACTIONS TO BE TAKEN” at page ii of this Scheme Document.

## **COURT MEETING AND EGM**

Notices convening the Court Meeting and the EGM to be held at Victoria Room, Hong Kong Mandarin Oriental Hotel, 5 Connaught Road, Central, Hong Kong on Friday, 15 September 2023 at 10:00 a.m. and 11:00 a.m. respectively (or in the case of the EGM, if later, as soon as practicable after the conclusion or adjournment of the Court Meeting), are set out in Appendix V and Appendix VI to this Scheme Document.

The Grand Court has directed the Court Meeting to be convened and held for the purpose of considering and, if thought fit, approving (with or without modifications) the Scheme. The Scheme is subject to the approval by the Scheme Shareholders at the Court Meeting in the manner referred to in Conditions (a) and (b) in the paragraph headed “Conditions of the Proposal and the Scheme” under the section headed “Terms of the Proposal” in the Explanatory Memorandum in Part VI of this Scheme Document.

Immediately after the conclusion or adjournment of the Court Meeting, the EGM will be held for the purpose of considering and, if thought fit, passing the relevant resolutions for the implementation of the Proposal in the manner referred to in Condition (c) in the paragraph headed “Conditions of the Proposal and the Scheme” under the section headed “Terms of the Proposal” in the Explanatory Memorandum in Part VI of this Scheme Document. An announcement will be jointly made by the Offeror and the Company in relation to the results of the Court Meeting and the EGM. Such announcement will contain the information as required by Rule 19.1 of the Takeovers Code.

## RECOMMENDATIONS

Your attention is drawn to (i) the letter from the Independent Board Committee in Part IV of this Scheme Document; and (ii) the letter from the Independent Financial Adviser in Part V of this Scheme Document which sets out the factors and reasons taken into account by the Independent Financial Adviser in arriving at its advice to the Independent Board Committee.

## FURTHER INFORMATION

You are urged to read the whole of this Scheme Document, in particular:

- (a) the letter from the Independent Board Committee in Part IV of this Scheme Document;
- (b) the letter from the Independent Financial Adviser in Part V of this Scheme Document;
- (c) the Explanatory Memorandum in Part VI of this Scheme Document;
- (d) the appendices to this Scheme Document, including the Scheme set out in Appendix IV of this Scheme Document; and
- (e) the notice of Court Meeting and the notice of EGM set out in Appendix V and Appendix VI respectively to this Scheme Document.

In addition, a **pink** form of proxy for the Court Meeting and a **white** form of proxy for the EGM are enclosed with this Scheme Document.

**Shareholders and potential investors of the Company should be aware that the Proposal is subject to the Conditions being fulfilled or waived, as applicable, and therefore the Proposal may or may not be implemented. Shareholders and potential investors of the Company should therefore exercise caution when dealing in securities of the Company. Persons who are in doubt as to the action they should take should consult their stockbroker, bank manager, solicitor or other professional advisers.**

By order of the Board of  
**Golden Eagle Retail Group Limited**

A stylized handwritten signature in black ink, consisting of several fluid, overlapping strokes that form a unique monogram.

**Wang Hung, Roger**  
*Chairman*