

The whole of this document must be returned to be valid.

本文件必須整份交回方為有效。

Provisional Allotment Letter No. []

暫定配額通知書編號

IMPORTANT

重要提示

If you are in any doubt as to any of the contents of this document or as to the action to be taken, you should obtain independent professional advice.

閣下如對本文件之任何內容或應採取之行動有任何疑問，應諮詢獨立專業意見。

THIS DOCUMENT IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS DOCUMENT EXPIRES AT 4:00 P.M. ON TUESDAY 25 SEPTEMBER, 2012 (OR SUCH LATER DATE AS MENTIONED IN THE PARAGRAPH HEADED "EFFECT OF BAD WEATHER" OVERLEAF).

此乃有關可轉讓之文件，敬請即時垂注。本文件所載之建議於2012年9月25日(星期二)(或受「惡劣天氣之影響」一段所述之建議日期)下午4時正截止。

Hong Kong Exchange and Clearing Limited, The Stock Exchange of Hong Kong Limited (the "Stock Exchange") and Hong Kong Securities Clearing Company Limited ("HKSCC") take no responsibility for the contents of this document, 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 document.

香港交易及結算有限公司、香港聯合交易所有限公司(「聯交所」)及香港中央結算有限公司(「香港結算」)對本文件之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不負責因本文件全部或任何部分內容而產生或依賴該等內容而引致之任何損失承擔任何責任。

CAPITALISED TERMS USED HEREIN SHALL HAVE THE SAME MEANINGS AS THOSE DEFINED IN THE PROSPECTUS ISSUED BY EASYKNIT ENTERPRISES HOLDINGS LIMITED (THE "COMPANY") DATED 11 SEPTEMBER 2012 (THE "PROSPECTUS") UNLESS THE CONTEXT OTHERWISE REQUIRES.

除文義另有所指外，本暫定配額通知書所用詞彙與永義實業集團有限公司(本公司)所刊發日期為2012年9月11日之招股章程(「招股章程」)所界定具有相同涵義。

Dealings in the shares of the Company (the "Shares") may be settled through the Central Clearing and Settlement System ("CCASS") operated by HKSCC and you should consult your licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser for details of those settlement arrangements and how such arrangements may affect your rights and interests.

本公司股份(「股份」)之買賣可透過香港結算管理之中央結算及交收系統(「中央結算系統」)交收。閣下應就該等交收安排之詳情及該等安排如何影響閣下之權利及權益，諮詢閣下之持牌證券商、銀行經理、律師、專業會計師或其他專業顧問。

A copy of this PAL, together with a copy of the rights issue prospectus dated 11 September 2012 (the "Prospectus") and the related form of application for excess Rights Shares, and the written consent of Deloitte Touche Tomhatsu have been registered by the Registrar of Companies in Hong Kong as required by section 342C of the Companies Ordinance of Hong Kong. A copy of the Prospectus will, as soon as reasonably practicable, be filed with the Registrar of Companies in Bermuda as required under the Companies Act 1981 of Bermuda (as amended). The Registrar of Companies in Hong Kong, the Stock Exchange, the Securities and Futures Commission of Hong Kong and the Registrar of Companies in Bermuda take no responsibility as to the contents of any of these documents.

本暫定配額通知書連同日期為2012年9月11日之招股章程(「章程」)及額外供股股份之有關申請表格，以及德勤·關黃陳方會計師行之同意書已遵照香港公司條例第342C條之規定呈交香港公司註冊處處長登記。章程亦將遵照百慕達一九八一年公司法(經修訂)之規定於合理可行情況下盡快送交百慕達公司註冊處處長存查。香港公司註冊處處長、聯交所、香港證券及期貨事務監察委員會及百慕達公司註冊處處長對任何此等文件之內容概不負責。

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 requirement 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 the CCASS with effect from the commencement dates of dealings in the Rights Shares in both their nil-paid and fully-paid forms 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.

本暫定配額通知書連同日期為2012年9月11日之招股章程(「章程」)及額外供股股份之有關申請表格，由該等未繳股款及繳足股款之供股股份獲准於聯交所上市及買賣後，該等未繳股款及繳足股款之供股股份將獲香港結算接納為合資格證券。由該等未繳股款及繳足股款之供股股份於聯交所開始買賣日期或香港結算可能指定之其他日期起，可在中央結算系統內寄存、結算及交收。聯交所參與者之關於任何交易日期之交易須於交收後第一個交易日期在中央結算系統內進行。所有在中央結算系統之活動均須受不時生效之中央結算系統一般規則及中央結算系統運作程序規則所規限。

TO ACCEPT THE PROVISIONAL ALLOTMENT SPECIFIED IN THIS DOCUMENT IN FULL YOU MUST LODGE THIS DOCUMENT INTACT WITH THE COMPANY'S HONG KONG BRANCH SHARE REGISTRAR AND TRANSFER OFFICE, TRICOR SECRETARIES LIMITED AT 26TH FLOOR, TESBURY CENTRE, 28 QUEEN'S ROAD EAST, WANCHAI, HONG KONG TOGETHER WITH A REMITTANCE IN HONG KONG DOLLARS FOR THE AMOUNT SHOWN IN BOX C BELOW TO BE RECEIVED BY NOT LATER THAN 4:00 P.M. ON TUESDAY, 25 SEPTEMBER 2012. ALL REMITTANCES MUST BE MADE IN HONG KONG DOLLARS. CHEQUES MUST BE DRAWN ON ACCOUNT WITH AND CASHIER'S ORDERS MUST BE ISSUED BY A BANK IN HONG KONG AND MADE PAYABLE TO "EASYKNIT ENTERPRISES HOLDINGS LIMITED - RIGHTS ISSUE ACCOUNT" AND CROSSED "ACCOUNT PAYEE ONLY". INSTRUCTIONS ON TRANSFER AND SPLITTING ARE SET OUT OVERLEAF.

閣下如欲接納本文件所指定之全部暫定配額，須將本文件整份連同下列兩欄所示港幣之付款，最遲於2012年9月25日(星期二)下午四時正前交回本公司之香港股份過戶登記處分處卓佳秘書商務有限公司。地址為香港灣仔皇后大道東26號金鐘中心26樓。所有股款必須以港元支付。支票及銀行本票須分別由香港之銀行戶口及香港之銀行開出及發出。註明抬頭人為「EASYKNIT ENTERPRISES HOLDINGS LIMITED - RIGHTS ISSUE ACCOUNT」，並劃線註明「只准入抬頭人賬戶」。有關轉讓及拆細配額之指示載於背頁。



EASYKNIT ENTERPRISES HOLDINGS LIMITED

永義實業集團有限公司*

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(Stock Code: 0616)

(股份代號: 0616)

RIGHTS ISSUE

OF 381,428,337 RIGHTS SHARES

OF HK\$0.01 EACH AT HK\$0.077 PER RIGHTS SHARE

ON THE BASIS OF ONE RIGHTS SHARE

FOR EVERY TWO EXISTING SHARES HELD

BY NO LATER THAN 4:00 P.M. ON TUESDAY, 25 SEPTEMBER 2012

供股

381,428,337 股每股面值0.01 港元之供股股份

每股供股股份作價0.077 港元

(基準為每持有兩股股份可獲發一股供股股份)

最遲須於2012年9月25日(星期二)

下午4時正前接納時繳足

PROVISIONAL ALLOTMENT LETTER

暫定配額通知書

Hong Kong branch share registrar

and transfer office:

香港股份過戶登記處:

Tricor Secretaries Limited

26th Floor

Tesbury Centre

28 Queen's Road East

Wanchai

Hong Kong

卓佳秘書商務有限公司

香港灣仔

皇后大道東28號

金鐘匯中心

26樓

Head office and principal place

of business in Hong Kong:

香港總辦事處及

主要營業地點:

7th Floor

Hong Kong Spinners Building,

Phase 6,

481-483 Castle Peak Road

Cheung Sha Wan, Kowloon

Hong Kong

香港九龍

長沙灣

青山道481-483號

香港紗廠大廈第六期

7字樓

Registered office:

註冊辦事處:

Clarendon House

2 Church Street

Hamilton HM 11

Bermuda

Name(s) and address(es) of Shareholder(s) 股東姓名及地址

Form for shareholder name and address (BOX A)

BOX A
甲欄

Form for shareholder name and address (right side of BOX A)

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, 25 September 2012

暫定配發予閣下之供股股份數目，股款最遲須於2012年9月25日(星期二)下午4時正前接納時繳足

Form for number of rights shares (BOX B)

BOX B
乙欄

Total subscription monies payable

應繳認購股款總額

Form for total subscription monies payable (BOX C)

BOX C
丙欄

HK\$

港元

The Underwriting Agreement contains provisions granting the Underwriter the right to terminate its obligations on the occurrence of certain force majeure events. The Underwriter may terminate the arrangements set out in the Underwriting Agreement by notice in writing given by the Underwriter to the Company at any time prior to 4:00 p.m. on Wednesday, 3 October 2012, being the Settlement Date if (1) in the absolute opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by: (a) the introduction of any new 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 the Underwriter 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, 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 the Underwriter materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole; or (2) any material adverse change in market conditions (including, without limitation, a change in fiscal or monetary policy or foreign exchange or currency markets, suspension or restriction of trading in securities, and a change in currency conditions for the purpose of the Underwriting clause includes a change in the system under which the value of the Hong Kong currency is pegged with that of the currency of the United States of America) occurs which in the absolute opinion of the Underwriter makes it inexpedient or inadvisable to proceed with the Rights Issue; or (3) the Prospectus when published contains information (either as to business prospects or the condition of the Group or as to its compliance with any laws or any applicable regulations) which has not prior to the date of the Underwriting Agreement been publicly announced or published by the Company and which in the absolute opinion of the Underwriter is material to the Group as a whole upon completion of the Rights Issue and is likely to affect materially and adversely the success of the Rights Issue; or (4) any material breach of the warranties under the Underwriting Agreement comes to the knowledge of the Underwriter. If the Underwriter exercises such right, the Rights Issue will not proceed. Details of the terms for the termination of the Underwriting Agreement are set out in the section headed "Termination of the Underwriting Agreement" on pages 7 and 8 of the Prospectus. If the Underwriting Agreement is terminated, the Rights Issue will not proceed.

Dealings in the Rights Shares in the nil-paid form will take place from Thursday, 13 September 2012 to Thursday, 20 September 2012 (both dates inclusive) whilst the conditions to which the Rights Issue is subject remain unfulfilled. Any Shareholders or other persons dealing in the Shares from now up to the date on which all conditions to which the Rights Issue is subject are fulfilled (which is expected to be Wednesday, 3 October 2012), or in the Rights Shares in the nil-paid form during the period from Thursday, 13 September 2012 to Thursday, 20 September 2012, being the respective first and the last day of dealings in the nil-paid Rights Shares (both dates inclusive), will accordingly bear the risk that the Rights Issue may not become unconditional and may not proceed. If the Rights Issue fails to proceed, the subscription monies received will be returned to the applicants by cheques without interest. Any Shareholders or other persons contemplating selling or purchasing Shares and/or Rights Shares in the nil-paid form during such periods who are in any doubt about their position are recommended to consult their professional advisers.

All dates or deadlines specified in this form refer to Hong Kong local time. 包銷協議載有條款授予包銷商權利發生若干不可抗力事件時終止其責任。倘發生下述情況，包銷商可於2012年10月3日(星期三)(即交收日期)下午四時正前，隨時由包銷商向本公司發出書面通知，終止包銷協議所載之安排：(1)包銷商全權認為供股或成功進行或重大不利影響；(a)閣下任何新法例或現有法例或法規(或其司法詮釋)有任何變動，或出現包銷商可全權認為足以對本集團業務或財務狀況或重大不利影響或就供股而言屬於重大不利之任何其他性質事件；或(b)本地、全國或國際發生任何政治、軍事、金融、經濟或其他性質、本地、全國或國際爆發導致對或武裝衝突或衝突升級等性質，或足以影響本地證券市場之事件或變動(不論是否屬包銷協議日期之前及/或之後發生或持續出現之連串事件或變動中部分)，而包銷商全權認為該等事件或變動足以對本集團業務或財務狀況或重大不利影響；或(c)任何天災、戰爭、暴亂、治安不靖、罷工、火災、水災、爆炸、疫症、恐怖活動、罷工或停工，而包銷商全權認為足以對本集團之業務或財務狀況或重大不利影響；或(2)前次出現任何重大不利變動(包括但不限於財政或貨幣政策或外匯或市場之任何變動)，而包銷商全權認為供股或重大不利影響；或(3)章程載有本公司從本招股章程日期起至交收日期止之資料(不論有關本集團之業務或財務狀況或就供股而言屬於重大不利影響之任何資料)而包銷商全權認為該等資料與供股或重大不利影響；或(4)章程載有本公司從本招股章程日期起至交收日期止之資料(不論有關本集團之業務或財務狀況或就供股而言屬於重大不利影響之任何資料)而包銷商全權認為該等資料與供股或重大不利影響；或(5)包銷商得知包銷協議的保證有嚴重之違反。倘包銷商行使有關權利，則供股不會進行。有關終止包銷協議之條款之詳情載於章程第7頁至第8頁(終止包銷協議)一節。倘終止包銷協議，則不會進行供股。於供股之條件仍未達成前，未繳股款之供股股份將於2012年9月13日(星期四)至2012年9月20日(星期四)(包括首尾兩日)之期間內買賣。任何股東或其他人士由即日起悉供股所涉之一切條件達成日期(預期為2012年10月3日(星期三)之前)內買賣股份，或於2012年9月13日(星期四)至2012年9月20日(星期四)(即分別為買賣未繳股款供股股份之日首尾兩日)之期間內以其未繳股款方式買賣供股股份，均須因此而承擔供股未能成為無條件及未能進行之風險。倘供股未能進行，所收取之認購股款將不計息以支票退還申請人。任何股東或其他人士如欲於期間買賣股份及/或未繳股款供股股份而對其本身之情況有任何疑問，請諮詢彼等之專業顧問之意見。本表格所指定之時間及限期皆為香港本地時間。

NO RECEIPT WILL BE GIVEN. 本公司將不另發收據。

* For identification only 僅供識別



EASYKNIT ENTERPRISES HOLDINGS LIMITED

永義實業集團有限公司*

(Incorporated in Bermuda with limited liability)

(Stock Code: 0616)

11 September 2012

Dear Qualifying Shareholder(s),

In accordance with the terms set out in the rights issue prospectus (the "Prospectus") dated 11 September 2012 despatched to shareholders of **EASYKNIT ENTERPRISES HOLDINGS LIMITED** (the "Company"), the Directors have provisionally allotted to you Rights Shares on the basis of one Rights Share for every two Shares of HK\$0.01 each registered in your name as at Monday, 10 September, 2012 (the "Record Date") at a price of HK\$0.077 per Rights Share. Your holding of Shares as at the Record Date is set out in Box A and the number of Rights Shares provisionally allotted to you is set out in Box B. Terms defined in the Prospectus have the same meanings when used herein unless the context requires otherwise.

Documents issued in connection with the Rights Issue have not been registered or filed under or conformed to any applicable securities legislation of any jurisdictions other than Hong Kong, Bermuda, Macau and Malaysia. No action has been taken in any territory other than Hong Kong, Bermuda, Macau and Malaysia, to permit the offering of the Rights Shares or the distribution of any documents in connection with the Rights Issue. No person receiving the Prospectus, a provisional allotment letter or form of application for excess Rights Shares in any territory outside Hong Kong may treat this as an offer or an invitation to apply for Rights Shares, unless in the relevant territory where such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements. Subject as referred to below, it is the responsibility of anyone outside Hong Kong wishing to make an application for Rights Shares to satisfy himself 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.

The Company reserves the right to refuse to accept any application for Rights Shares if it believes, or has reason to believe, that such acceptance would violate the applicable securities or other laws or regulations of any territory. No application for Rights Shares will be accepted from any person who is a Non-Qualifying Shareholder.

The Rights Shares, when fully-paid, will rank pari passu in all respects with the Shares then in issue, including the right to receive all future dividends and distributions which may be declared, made or paid after the date of allotment of the Rights Issue.

PROCEDURES FOR ACCEPTANCE

To take up your provisional allotment, you must lodge the whole of this provisional allotment letter intact with the Company's Hong Kong branch share registrar and transfer office, Tricor Secretaries Limited at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong (the "Registrar") together with a remittance for the full amount payable on acceptance, as set out in Box C, so as to be received by not later than 4:00 p.m. on Tuesday, 25 September 2012 (or under bad weather conditions, such later date as mentioned in the paragraph headed "Effect of bad weather" below). All remittances must be made in Hong Kong dollars. Cheques must be drawn on an account with, and cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "Easyknit Enterprises Holdings Limited - Rights Issue Account" and crossed "Account Payee Only". Such payment will constitute acceptance of the provisional allotment on the terms of this PAL and the Prospectus and subject to the Memorandum of Association and Bye-laws of the Company. No receipt will be given for such remittances.

It should be noted that unless this PAL, together with the appropriate remittance for the amount shown in Box C, has been physically received as described above by not later than 4:00 p.m. on Tuesday, 25 September 2012 (or, under bad weather conditions, such later date as mentioned in the paragraph headed "Effect of bad weather" below) whether from the original allottee or any person in whose favour the rights have been transferred, this provisional allotment and all rights hereunder will be deemed to have been declined and will be cancelled.

Completion and return of this provisional allotment letter will constitute a warranty and representation to the Company that all registration, legal and regulatory requirements of all relevant territories other than Hong Kong, in connection with the provisional allotment letter and any acceptance of it, have been, or will be, duly complied with.

EXCESS RIGHTS SHARES

If you wish to apply for any Rights Shares in addition to your provisional allotment hereunder, you must complete and sign the accompanying form of application for excess Rights Shares as indicated thereon and lodge it, together with a separate remittance for the amount payable on application in respect of the excess Rights Shares applied for, with the Registrar by not later than 4:00 p.m. on Tuesday, 25 September 2012 (or, under bad weather conditions, such later date as mentioned in the paragraph headed "Effect of bad weather" below). All remittances must be made in Hong Kong dollars. Cheques must be drawn on an account with, and cashier's orders must be issued by, a licensed bank in Hong Kong and made payable to "Easyknit Enterprises Holdings Limited - Excess Application Account" and crossed "Account Payee Only". It should be noted that the allotment of excess Rights Shares will be made by the Directors on a fair and reasonable basis but Shareholders are not guaranteed to be allotted all or any of the excess Rights Shares applied for.

TRANSFER

If you wish to transfer all of your 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 person(s) to 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 provisional allotment letter intact together with a remittance for the full amount payable on acceptance as set out in Box C with the Registrar so as to be received by not later than 4:00 p.m. on Tuesday, 25 September 2012. 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.

SPLITTING

If you wish to accept only part of your provisional allotment or transfer a part of your right to subscribe for the Rights Shares provisionally allotted under the provisional allotment letter or to transfer all of your such right, the original provisional allotment letter must be surrendered by not later than 4:00 p.m. on Monday, 17 September 2012 to the Registrar who will cancel the original PAL and issue new PALs in the denominations required.

EFFECT OF BAD WEATHER

The latest time for acceptance and payment for the Rights Shares will not take effect if there is a tropical cyclone warning signal number 8 or above, or a "black" rainstorm warning:

- (i) in force in Hong Kong at any local time before 12:00 noon and no longer in force after 12:00 noon on the Acceptance Date, instead, the latest time of acceptance of and payment for the Rights Shares will be extended to 5:00 p.m. on the same Business Day; or
- (ii) in force in Hong Kong at any local time between 12:00 noon and 4:00 p.m. on the Acceptance Date, instead, the latest time of acceptance of and payment for the Rights Share will be rescheduled to 4:00 p.m. on the following Business Day which does not have either of those warnings in force at any time between 9:00 a.m. and 4:00 p.m.

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

TERMINATION OF THE UNDERWRITING AGREEMENT

The Underwriter may terminate the arrangements set out in the Underwriting Agreement by notice in writing given by the Underwriter to the Company at any time prior to 4:00 p.m. on Wednesday, 3 October 2012, being the Settlement Date, if:

- (1) in the absolute opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by: (a) the introduction of any new 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 the Underwriter 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, 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 the Underwriter materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole; or (c) any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out which would, in the absolute opinion of the Underwriter materially and adversely affect the business or the financial or trading position or prospects of the Group as a whole; or
- (2) any material adverse change in market conditions (including, without limitation, a change in fiscal or monetary policy or foreign exchange or currency markets, suspension or restriction of trading in securities, and a change in currency conditions for the purpose of the Underwriting clause includes a change in the system under which the value of the Hong Kong currency is pegged with that of the currency of the United States of America) occurs which in the absolute opinion of the Underwriter makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (3) the Prospectus when published contains information (either as to business prospects or the condition of the Group or as to its compliance with any laws or the Listing Rules or any applicable regulations) which has not prior to the date of the Underwriting Agreement been publicly announced or published by the Company and which in the absolute opinion of the Underwriter is material to the Group as a whole upon completion of the Rights Issue and is likely to affect materially and adversely the success of the Rights Issue; or
- (4) any material breach of the warranties under the Underwriting Agreement comes to the knowledge of the Underwriter.

If the Underwriter exercises such right, the Rights Issue will not proceed.

Dealings in the Rights Shares in the nil-paid form will take place from Thursday, 13 September 2012 to Thursday, 20 September, 2012 (both dates inclusive) whilst the conditions to which the Rights Issue is subject remain unfulfilled. Any Shareholders or other persons dealing in the Shares from now up to the date on which all conditions to which the Rights Issue is subject are fulfilled (which is expected to be Wednesday, 3 October 2012), or in the Rights Shares in the nil-paid form during the period from Thursday, 13 September 2012 to Thursday, 20 September, 2012, being the respective first and the last day of dealings in the nil-paid Rights Shares (both dates inclusive), will accordingly bear the risk that the Rights Issue may not become unconditional and may not proceed. If the Rights Issue fails to proceed, the subscription monies received will be returned to the applicants by cheques without interest. Any Shareholders or other persons contemplating selling or purchasing Shares and/or Rights Shares in the nil-paid form during such periods who are in any doubt about their position are recommended to consult their professional advisers.

CHEQUES AND CASHIER'S ORDERS

All cheques and cashier's orders will be presented for payment following receipt and all interest earned on such monies will be retained for the benefit of the Company. If any cheque or cashier's order does not meet all the remittance requirements stated in this form or is dishonoured on first presentation, this provisional allotment letter is liable to be rejected, and in that event the provisional allotment and all Rights Shares given pursuant to it will be deemed to have been declined and will be cancelled.

CERTIFICATES FOR RIGHTS SHARES AND REFUND

It is expected that certificates for the Rights Shares in their fully-paid form will be despatched by ordinary post to those entitled at their own risk on or before Friday, 5 October 2012.

You will receive one Share certificate for all the Rights Shares issued to you.

If the Underwriter exercises the right to terminate or rescind the Underwriting Agreement or if the conditions of the Rights Issue are not fulfilled, the monies received in respect of the acceptances of the Rights Shares will be returned to the Qualifying Shareholders or such other persons to whom the Rights Shares in their nil-paid form have been validly transferred or, in case of joint acceptances, to the first-named person without interest, by means of cheques despatched by ordinary post at the risk of such Qualifying Shareholders to the registered address or such other persons on or about Friday, 5 October 2012.

GENERAL

Lodgement 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 letters of allotment and/or certificates for Shares.

This PAL and any acceptance of the offer contained in it shall be governed by, and construed in accordance with, Hong Kong law.

Further copies of the Prospectus giving details of the Rights Issue are available from the head office and principal place of business of the Company in Hong Kong at 7th Floor, Hong Kong Spinners Building, Phase 6, 481-483 Castle Peak Road, Cheung Sha Wan, Kowloon, Hong Kong and the Registrar at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong during normal business hours.

Yours faithfully,
For and on behalf of
Easyknit Enterprises Holdings Limited
Kwong Jimmy Cheung Tim
Chairman and Chief Executive Officer

* For identification only



EASYKNIT ENTERPRISES HOLDINGS LIMITED

永義實業集團有限公司*

(於百慕達註冊成立之有限公司)
(股份代號: 0616)

敬啟者:

茲根據於2012年9月11日寄發予永義實業集團有限公司(「本公司」)股東之供股章程(「章程」)所載條款,董事已按於2012年9月10日(星期一)(「記錄日期」)登記於閣下名下每兩股每股面值0.01港元之股份可獲發一股供股股份之基準,按每股供股股份0.077港元之價格向閣下暫定配發供股股份。閣下於記錄日期持有之股份總數列於甲欄,而閣下獲暫定配發之供股股份數目列於乙欄。除文義另有所指外,章程所界定之詞彙與本函件所採用者具有相同涵義。

本公司並無就供股而刊發之文件根據或遵從香港、百慕達、澳門及馬來西亞以外任何司法權區之任何適用證券法例登記或存案。在香港、百慕達、澳門及馬來西亞以外任何地區亦無採取任何行動以批准提早發售供股股份或派發就供股而刊發之任何文件。於香港以外任何地區接獲章程、暫定配額通知書或額外供股股份申請表格之任何人士,概不得將之視為申請供股股份之要約或邀請,除非於有關地區可在毋須遵照任何登記或其他法例或監管規定之情況下可合法提出該項要約或邀請。在下文所述之規限下,位於香港以外地區之任何人士如欲為其本身申請供股股份,則有責任確保已就此遵守所有有關地區之法例及規例,包括取得任何政府或其他同意,及就此繳納該地區所需繳付之任何稅項及徵稅。

倘本公司相信或有理由相信接納任何供股股份申請將違反任何地區適用之證券或其他法例或規例,則會保留拒絕該項接納之權利。不合資格股東提出之供股股份申請一概不獲受理。

已繳足股款之供股股份,將與當時已發行股份在各方面享有同等權利,包括收取可能於供股之配發日期後所宣派、作出或派付之一切未來股息及分派之權利。

接納手續

閣下如欲接納暫定配額,最遲須於2012年9月25日(星期二)(或在惡劣天氣情況下,下文「惡劣天氣之影響」一段所述之較後日期)下午4時正前將本暫定配額通知書整份連同丙欄所須於接納時繳付之全部股款,送交本公司之香港股份過戶登記處卓佳秘書商務有限公司,地址為香港灣仔皇后大道東28號金鐘匯中心26樓(「過戶登記處」)。全部股款須以港元支付。支票及銀行本票須分別由香港之持牌銀行戶口開出及香港之持牌銀行發出,註明抬頭人為「Easyknit Enterprises Holdings Limited — Rights Issue Account」,並劃線註明「只准入抬頭人賬戶」。閣下繳付股款後即表示按照本暫定配額通知書與章程之條款,並在本公司之組織章程大綱及公司細則之規限下接納暫定配額。本公司將不就股款另發收據。

務請注意,除非本暫定配額通知書連同丙欄所示之應繳股款最遲於2012年9月25日(星期二)下午4時正前由原獲配發人或任何承讓權利之人士按上文所述交回,否則此項暫定配額及一切有關權利將視為予以放棄並將予以註銷。

填妥及交回本暫定配額通知書將構成對本公司作出之保證及陳述,表明已經或將會就暫定配額通知書及接納暫定配額通知書正式遵守香港以外之所有有關地區之一切登記、法定及監管規定。

額外供股股份

閣下如擬申請認購閣下所獲暫定配額以外之任何供股股份,必須按隨附之額外供股股份申請表格上之指示填妥及簽署表格,連同就所申請認購額外供股股份須於申請時繳足之另一筆款項,最遲於2012年9月25日(星期二)(或在惡劣天氣情況下,下文「惡劣天氣之影響」一段所述之較後日期)下午4時正前一併交回過戶登記處。所有股款必須以港元支付。支票及銀行本票須分別由香港之持牌銀行戶口開出及香港之持牌銀行發出,註明抬頭人為「Easyknit Enterprises Holdings Limited — Excess Application Account」,並劃線註明「只准入抬頭人賬戶」。務請注意,額外供股股份將由董事按公平合理之基準配發,但不保證股東可獲配發全部或任何所申請之額外供股股份。

轉讓

閣下如欲將獲暫定配發之供股股份全部轉讓他人,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。閣下欲轉讓權利之人士或經手轉讓權利之人士。承讓人則須填妥及簽署登記申請表格(表格丙),並將本暫定配額通知書整份連同丙欄所須於接納時繳足之全部股款,最遲於2012年9月25日(星期二)下午4時正前交回過戶登記處。務請注意,閣下於轉讓可認購有關供股股份之權利時須繳納香港印花稅。

拆細

閣下如僅接納部分暫定配額或將閣下根據暫定配額通知書獲暫定配發認購供股股份之部分權利或閣下之所有權利轉讓,則原有暫定配額通知書最遲須於2012年9月17日(星期一)下午4時正前交回過戶登記處,而過戶登記處將註銷原有暫定配額通知書及按所要求之股份面額發出新暫定配額通知書。

惡劣天氣之影響

於下列情況下,接納供股股份及繳付股款之最後時間將不會生效:

- 倘八號或以上熱帶氣旋警告信號或「黑色」暴雨警告於接納日期中午12時正前任何本地時間於香港懸掛及於接納日期中午12時正後不再懸掛。在此情況下,接納供股股份及繳付股款之最後時間將延長同一營業日下午5時正;或
- 倘八號或以上熱帶氣旋警告信號或「黑色」暴雨警告於接納日期中午12時正至下午四時正內任何本地時間於香港懸掛。在此情況下,接納供股股份及繳付股款之最後時間將順延至下一個在上午9時正至下午4時正內任何時間並無懸掛任何該等警告之營業日下午4時正。

倘接納供股股份及繳付股款之最後時間並無於接納日期出現,則本節提及之日期或會受影響。預期時間表如有任何變動,本公司將在實際可行情況下儘快以公告形式通告股東。

終止包銷協議

倘出現下列事件,包銷商可於2012年10月3日(星期三)(即交收日期)下午4時正前,隨時由包銷商向本公司發出書面通知,終止包銷協議所載之安排:

- 包銷商全權認為供股成功進行造成重大不利影響:(a)頒佈任何新法規或現行法例或法規(或其司法詮釋)有任何變動,或出現包銷商可全權認為足以對本集團整體業務或財務或貿易狀況或前景造成重大不利影響或就供股而言屬於重大不利之任何其他性質事件;或(b)本地、全國或國際發生任何政治、軍事、金融、經濟或其他性質,或本地、全國或國際爆發敵對或武裝衝突或衝突升級等性質,或足以影響本地證券市場之事件或變動(不論是否屬包銷協議日期之前及/或之後發生或持續出現之連串事件或變動其中部分),而包銷商全權認為該等事件或變動足以對本集團整體業務或財務或貿易狀況或前景可能會造成重大不利影響;或(c)任何天災、戰爭、暴亂、治安不靖、群眾騷亂、火災、水災、爆炸、疫症、恐怖活動、罷工或停工,而包銷商全權認為足以對本集團之整體業務或財務或貿易狀況或前景可能會造成重大不利影響;或
- 市場出現任何重大不利變動(包括但不限於財政或貨幣政策或外匯或貨幣市場之任何變動、證券買賣暫停或受到限制,以及就包銷條款而言,貨幣狀況出現變動,包括香港貨幣價值與美國貨幣價值掛鈎的制度有變),而包銷商全權認為進行供股不權宜或不適宜;或
- 章程載有本公司從未於本章程日期前公開宣佈或發佈之資料(不論有關本集團之業務前景或狀況或有關其有否遵守任何法例或上市規則或任何適用法規),而包銷商可全權認為為供股完成後對本集團整體屬於重大性質並會對供股成功進行構成重大不利影響;或
- 包銷商得知包銷協議的保證有嚴重的違反。

倘包銷商行使上述權利,則不會進行供股。

於供股之條件仍未達成時,未繳股款之供股股份將於2012年9月13日(星期四)至2012年9月20日(星期四)(包括首尾兩日)之期間進行買賣。任何股東或其他人士由即日起至進行供股之一切條件達成之日期(預期為銷商可於2012年10月3日(星期三))之期間買賣股份,或於2012年9月13日(星期四)至2012年9月20日(星期四)(即分別為買賣未繳股款供股股份之首日及最後一日)(包括首尾兩日)之期間以其未繳股款方式買賣供股股份,均須因此而承擔供股未能成為無條件及未能進行之風險。倘供股未能進行,所收取之認購股款將不計利息以支票退還申請人。任何股東或其他人士如欲於該等期間買賣股份及/或未繳股款之供股股份而對本身之情況有任何疑問,請諮詢彼等之專業顧問之意見。

支票及銀行本票

所有支票及銀行本票均將於收訖後過戶,而該等款項所賺取之全部利息將撥歸本公司所有。倘任何支票或銀行本票並未符合本表格所述之所有股款要求或於首次過戶時未能兌現,則本暫定配額通知書可遭拒絕受理;在此情況下,該暫定配額及據此獲得之所有供股股份將視為予以放棄並將予以註銷。

供股股份之股票及退款

預期繳足股款供股股份之股票將於2012年10月5日(星期五)或之前以普通郵遞方式寄發予有權收取之人士,郵誤風險概由彼等自行承擔。

閣下將就所獲發行的全部供股股份獲發一張股票。

倘若包銷商行使權利終止或撤回包銷協議,或供股之條件未獲達成,則就接納供股股份而言已收取之股款將會不計利息退還予合資格股東或已有效地獲轉讓未繳股款供股股份之其他人士,或如屬聯名接納,則股款將不計利息退還予名列首位之人士,退款支票將會於2012年10月5日(星期五)或前後以普通郵遞方式寄往合資格股東之登記地址或寄予該等其他人士,郵誤風險概由合資格股東承擔。

一般資料

一併交回本暫定配額通知書及(如適用者)轉讓及提名表格(已由獲發本暫定配額通知書之人士簽署)後,即確實證明交回上述文件之人士有權處理本暫定配額通知書,並有權收取拆細後之配額通知書及/或股份之股票。

本暫定配額通知書及任何接納當中所載要約之事宜須受香港法例管轄並按其詮釋。

載述供股詳情之章程,於本公司之香港總辦事處及主要營業地點(地址為香港九龍長沙灣青山道481-483號香港紗廠大廈第六期7字樓A室)及過戶登記處(地址為香港灣仔皇后大道東28號金鐘匯中心26樓)之一般辦公時間內可供索取。

此致

列位合資格股東 台照

代表
永義實業集團有限公司
主席兼首席行政總裁
鄺長添
謹啟

2012年9月11日

* 僅供識別

IN THE EVENT OF TRANSFER OF RIGHTS, 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 AD VALOREM STAMP DUTY, EVIDENCE OF PAYMENT OF AD VALOREM STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF THE ENTITLEMENTS TO THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT. 於轉讓供股權時，每一宗買賣均須繳付從價印花稅。除出售之外，饋贈或轉讓實益擁有之權益亦須繳付從價印花稅。於本文件所指之任何供股股份轉讓權登記之前，須出示已繳付從價印花稅之證明。

FORM OF TRANSFER AND NOMINATION

Form B
表格乙

轉讓及提名表格

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer his/their right(s)
(只供擬轉讓其權利之合資格股東填寫及簽署)

To: The Directors,
EASYKNIT ENTERPRISES HOLDINGS LIMITED

致：永義實業集團有限公司
列位董事 台照

Dear Sirs,

I/We hereby transfer all my/our rights to the Rights Shares comprised in this provisional allotment letter to the person(s) accepting the same and signing the registration application form (Form C) below.
敬啟者：

本人/吾等茲將本暫定配額通知書所列本人/吾等之供股股份之權利悉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) (all joint shareholders must sign) 簽署(所有聯名股東均須簽署)

Date 日期：2012年 _____

NOTE: Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for Rights Shares.
附註：有關轉讓 閣下之供股股份認購權須繳付香港印花稅。

REGISTRATION APPLICATION FORM

Form C
表格丙

登記申請表格

(To be completed and signed only by the person(s) to whom the rights to subscribe for the Rights Shares are being transferred)
(只供供股股份認購權之承讓人填寫及簽署)

To: The Directors,
Easyknit Enterprises Holdings Limited

致：永義實業集團有限公司
列位董事 台照

Dear Sirs,

I/We request you to register the number of the Rights Shares mentioned in Box B of Form A in my/our name(s) and I/we agree to accept the same on the terms set out in this provisional allotment letter and the accompanying 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/吾等同意依照本暫定配額通知書及隨附之章程內所載條款並在 貴公司之公司組織章程大綱及公司細則之限制下接納此等股份。

To be completed in block letters in ENGLISH. Joint applicants should give the address of the first-named applicant only. 請用英文正楷填寫。聯名申請人僅須填寫排名首位之申請人之地址。				
Name in English 英文姓名	Family Name 姓氏	Other Names 名字	Name in Chinese 中文姓名	
Full Name(s) and Title(s) of Applicant or Joint Applicants 申請人或聯名申請人 全名及職銜				
Address 地址				
Occupation 職業		Tel No.: 電話號碼：		
Dividend Instructions 派息指示				
Name & Address of Bank 銀行名稱及地址			Bank Account No. 銀行賬戶號碼	

1. _____ 2. _____ 3. _____ 4. _____
Signature(s) (all joint applicants must sign) 簽署(所有聯名申請人均須簽署)

Date 日期：2012年 _____

NOTE: Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for Rights Shares.
附註：有關轉讓 閣下之供股股份認購權須繳付香港印花稅。