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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 MONDAY, 20 APRIL 2015, (OR SUCH LATER DATE AS MENTIONED IN THE PARAGRAPH HEADED "EFFECT OF BAD WEATHER" OVERLEAF).

此乃有價值及可轉讓之文件，敬請即時處理。本文件所載要約於2015年4月20日(星期一)下午4時正(或青實「惡劣天氣之影響」一段所述之較後日期)屆滿。

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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，並明確表示概不就因本文件全部或任何部分內容而產生或因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 1 APRIL 2015 (THE "PROSPECTUS") UNLESS THE CONTEXT OTHERWISE REQUIRES.

除文義有所指外，本文件所用詞彙與永義實業集團有限公司(本公司)所刊發日期為2015年4月1日之招股章程(「招股章程」)所界定者具有相同涵義。

Dealings in the shares of the Company (the "Adjusted 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(「經調整股份」)之買賣可透過香港結算營運之中央結算系統(「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交易商、銀行經理、律師、專業會計師或其他專業顧問。

A copy of each of the Prospectus Documents (of which this PAL forms part), together with the documents specified in the paragraph headed "Documents delivered to the Registrar of Companies in Hong Kong" in Appendix V to the Prospectus, has been registered by the Registrar of Companies in Hong Kong as required by 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, 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.

各份招股章程文件(本暫定配額通知書構成其中部分)連同招股章程附錄五內「送呈香港公司註冊處處長文件」一段所述文件，已遵照香港法例第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、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會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.

在符合獲准上市及獲准在聯交所買賣，以及遵守香港結算之股票准入規定之條件下，如獲香港結算接納為合資格證券，則其零股及全股形式之權利股份將可獲香港結算接納，並可於香港結算系統內交收。所有在中央結算系統內之交易均須於其後第二個交易日在中央結算系統內交收。所有在中央結算系統之活動均須依據不時生效之中央結算系統一般規則及中央結算系統運作程序規則進行。

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 SECURITIES LIMITED AT LEVEL 22, HOPWELL CENTRE, 183 QUEEN'S ROAD EAST, 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 MONDAY, 20 APRIL 2015. 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 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.

如欲接納招股章程文件所指定之配額，務請將文件整份連同下列西曆所示港幣款項之支票，最遲於2015年4月20日(星期一)下午4時正交回本公司之香港股份過戶登記處卓佳證券商務有限公司，地址為香港皇后大道東183號合和中心22樓。所有支票必須以港幣匯付，並以在香港銀行戶口開出之支票或以香港銀行發出之銀行本票支付，並須註明抬頭人為「EASYKNIT ENTERPRISES HOLDINGS LIMITED - RIGHTS ISSUE ACCOUNT」及以「只准入抬頭人賬戶」劃線方式開出。有關轉讓及分拆之指示載於背頁。

所有支票必須以港幣匯付，並以在香港銀行戶口開出之支票或以香港銀行發出之銀行本票支付，並須註明抬頭人為「EASYKNIT ENTERPRISES HOLDINGS LIMITED - RIGHTS ISSUE ACCOUNT」及以「只准入抬頭人賬戶」劃線方式開出。有關轉讓及分拆之指示載於背頁。

Hong Kong branch share registrar  
and transfer office:

香港股份過戶登記處:

Tricor Securities Limited

Level 22,

Hopewell Centre,

183 Queen's Road East,

Hong Kong

卓佳證券商務有限公司

香港

皇后大道東183號

合和中心

22樓



## 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 506,399,020 RIGHTS SHARES

OF HK\$0.01 EACH AT HK\$0.65 PER RIGHTS SHARE

ON THE BASIS OF TWENTY RIGHTS SHARES

FOR EVERY ONE ADJUSTED SHARE HELD

ON RECORD DATE

PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN 4:00 P.M.

ON MONDAY, 20 APRIL 2015

供股

按於記錄日期每持有1股經調整股份獲發20股供股股份之基準

按每股供股股份0.65港元發行506,399,020股每股面值0.01港元之供股股份

股款須於2015年4月20日(星期一)下午4時正前接納時全數繳足

### PROVISIONAL ALLOTMENT LETTER

暫定配額通知書

Name(s) and address(es) of Qualifying Shareholder(s) 合資格股東姓名及地址

	BOX A 甲欄
	BOX B 乙欄
	BOX C 丙欄 HK\$ 港元

Total number of adjusted shares of HK\$0.01 each in the capital of Easyknit Enterprises Holdings Limited registered in your name on Monday, 30 March 2015 as at 2015年3月30日(星期一)登記於閣下名下之永義實業集團有限公司股本中每股面值0.01港元之經調整股份總數

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 Monday, 20 April 2015. 閣下之供股股份數目，股款須於2015年4月20日(星期一)下午4時正前接納時全數繳足。

BOX B  
乙欄

Total subscription monies payable  
應繳認購股款總額

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, 22 April 2015, 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, strikes 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. In addition, the Underwriter has the right to terminate the Underwriting Agreement if 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 3 and 4 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 Wednesday, 8 April 2015 to Wednesday, 15 April 2015 (both dates inclusive) whilst the conditions to which the Rights Issue is subject remain unfulfilled. Any Shareholders or other persons dealing in the Adjusted 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, 22 April 2015), or in the Rights Shares in the nil-paid form during the period from Wednesday, 8 April 2015 to Wednesday, 15 April 2015, 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 Adjusted 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.

倘協議載有條款授予包銷商權利在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2015年4月22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，終止包銷協議所載安排：(1)包銷商全權認為對供股之順利進行造成重大不利影響；(a)屬任何新法規或現有法例或法規(或其司法詮釋)出現任何變動，或出現包銷商全權認為足以對本集團整體業務或財務或營業狀況或前景造成重大不利影響或對供股而言屬於任何其他性質事件；或(2)本地、國際或國際發生任何政治、軍事、金融、經濟或其他性質，或本地、國際或國際發生對或武裝衝突或事件，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事件或變動之部分)；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營業狀況或前景造成重大不利影響；或(c)任何天災、戰爭、暴亂、騷亂、火災、水災、爆炸、疫症、恐怖活動、罷工或停工，以及就包銷條款而言，貨幣狀況出現變動，包括香港幣值與美國幣值之制度出現變化)；而包銷商全權認為不宜或不利於進行供股；或(3)供股章程載有本公司從未於包銷協議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遵守任何法例或上市規則或任何適用法規)，而包銷商全權認為該等資料對本集團整體業務或財務或營業狀況或前景造成重大不利影響。此外，如包銷商獲悉包銷協議項下之保證被嚴重違反，包銷商有權終止包銷協議。倘包銷商行使有關權利，供股將不會進行。有關終止包銷協議之詳情載於供股章程第3至第4頁(終止包銷協議)一節。倘終止包銷協議，供股將不會進行。

供股之條件仍未達成時，未繳股款供股股份將於2015年4月8日(星期三)至2015年4月15日(星期三)(包括首尾兩日)之期間內買賣。任何股東或其他人士如欲於該期間內買賣經調整股份及/或未繳股款供股股份而對本局之情況有任何疑問，應諮詢彼等之專業顧問。本表格所指之日期及限期皆為香港本地時間。

NO RECEIPT WILL BE GIVEN. 本公司將不另發股款收據。

\* for identification only 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。禮贈或轉讓（並非以出售方式）實益擁有之權益亦須繳付從價印花稅。於登記轉讓本文件所指之任何供股股份之權利之前，須出示已繳付從價印花稅之證明。

Form B  
表格乙

## FORM OF TRANSFER AND NOMINATION 轉讓及提名表格

(To be completed and signed only by the Qualifying Shareholder(s) who wish(es) to transfer his/their right(s))  
(僅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：\_\_\_\_\_

NOTE: Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for Rights Shares.

附註：閣下須就轉讓供股股份之認購權繳付香港印花稅。

Form C  
表格丙

## REGISTRATION APPLICATION FORM 登記申請表格

(To be completed and signed only by the person(s) to whom the rights to subscribe for the Rights Shares are being transferred)  
(僅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供股章程內所載條款並在 貴公司之組織章程大綱及公司細則之規限下，接納此等供股股份。

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。聯名申請人只須填寫排名首位之申請人地址。				
Name in English 英文姓名	Family Name 姓氏	Other Names 名字	Name in Chinese 中文姓名	
Name continuation and/or name(s) of joint applicant(s) (if required) 姓名(續)及/或聯名 申請人姓名(如有需要)				
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. 銀行戶口號碼	

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：\_\_\_\_\_

NOTE: Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for Rights Shares.

附註：閣下須就轉讓供股股份之認購權繳付香港印花稅。



**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2015年4月1日寄發予永義實業集團有限公司(「本公司」)股東之供股章程(「供股章程」)所載條款,董事已按於2015年3月30日(星期一)(「記錄日期」)登記於閣下名下每1股每股面值0.01港元之經調整股份獲發20股供股股份之基準,按每股供股股份0.65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經調整股份數目列於甲欄,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,本函件所用詞彙與供股章程所界定者具有相同涵義。

本公司並無就供股而刊登之文件根據或遵從香港及百慕達以外任何司法權區之任何適用證券法例登記或存檔。在香港及百慕達以外任何地區亦無採取任何行動以批准發行供股股份或派發與供股有關之任何文件。於香港以外任何地區接獲供股章程、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,則會保留拒絕接納該項申請之權利。不合資格股東提出之供股股份申請一概不獲受理。

供股股份一經配發、發行及繳足股款,或入賬列作繳足,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或之後所宣派、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2015年4月20日(星期一)下午4時正前(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)將本暫定配額通知書整份連同丙欄所示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分處卓佳秘書商務有限公司,地址為香港皇后大道東183號合和中心22樓(「過戶處」)。全部股款須以港元支付,並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,並須註明抬頭人為「Easyknit Enterprises Holdings Limited - Rights Issue Account」以及「只准入抬頭人賬戶」劃線方式開出。閣下繳付股款後即表示按照本暫定配額通知書與供股章程之條款,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2015年4月20日(星期一)下午4時正前(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)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、法例及監管規定。為免生疑,香港中央結算有限公司或香港中央結算(代理人)有限公司將概不作出或受任何聲明及保證規限。

#### 額外供股股份

閣下如欲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,連同就申請認購額外供股股份須於申請時繳足之獨立款項,最遲於2015年4月20日(星期一)(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示須於接納時繳足之全部股款,最遲於2015年4月20日(星期一)下午4時正前交回過戶處。務請注意,閣下須就轉讓有關供股股份之認購權繳付香港印花稅。

#### 折細

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2015年4月10日(星期五)下午4時30分前交回過戶處,而過戶處將註銷原有暫定配額通知書並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

倘8號或以上熱帶氣旋警告信號或「黑色」暴雨警告信號於以下時間生效,則最後接納供股股份及繳付股款之時間將不會生效:

- (i) 於接納時限香港本地時間中午12時正前任何時間,惟於中午12時正後除外。最後接納供股股份及繳付股款之時間將順延至同一營業日下午5時正;或
- (ii) 於接納時限香港本地時間中午12時正至下午4時正期間任何時間。最後接納供股股份及繳付股款之時間將重訂為下一個於上午9時正至下午4時正內任何時間均懸掛掛等警告之營業日下午4時正。

倘最後接納供股股份及繳付股款之時間並未於接納時限生效,則本節所述日期可能受到影響。本公司將於切實可行情況下盡快以公佈方式通知股東預期時間表之任何變動。

#### 終止包銷協議

倘發生下述情況,包銷商可於2015年4月22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,終止包銷協議所載安排:

- (1) 包銷商全權認為對供股之順利進行造成重大不利影響:(a)頒佈任何新法例或現有法例或法規(或其司法詮釋)出現任何變動,或出現包銷商全權認為足以對本集團整體業務或財務或營業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、國家或國際發生任何政治、軍事、金融、經濟或其他性質,或本地、國家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的一部分),而包銷商全權認為足以對本集團整體業務或財務或營業狀況或前景造成重大不利影響;或(c)任何天災、戰爭、暴亂、動亂、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營業狀況或前景造成重大不利影響;或
- (2) 市況出現任何重大不利變動(包括但不限於財政或貨幣政策或匯率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,包括香港幣值與美國幣值掛鈎的制度出現變化),而包銷商全權認為不宜或不利于進行供股;或
- (3) 供股章程載有本公司從未於包銷協議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),而包銷商全權認為於供股完成後對本集團整體屬於重大並會對供股之順利進行構成重大不利影響。

此外,如包銷商獲悉包銷協議項下之保證被嚴重違反,包銷商有權終止包銷協議。

倘包銷商行使有關權利,供股將不會進行。

於供股之條件仍未達成時,未繳股款供股股份將於2015年4月8日(星期三)至2015年4月15日(星期三)(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至供股所涉及之一切條件達成日期(預期為2015年4月22日(星期三))之期間內買賣經調整股份,或於2015年4月8日(星期三)至2015年4月15日(星期三)(即分別為買賣未繳股款供股股份之日及最後一日)(包括首尾兩日)之期間內以未繳股款方式買賣供股股份,均須承擔供股未必成為無條件及未必進行之風險。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期間內買賣經調整股份及/或未繳股款供股股份而對本身之情況有任何疑問,應諮詢彼等之專業顧問。

#### 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2015年4月24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,退款支票將於2015年4月24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,郵誤風險概由彼等自行承擔。

#### 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有關文件,並有權收取分拆配額函件及/或經調整股份股票。

本暫定配額通知書及任何所載要約之接納須受香港法例管轄按其詮釋。

載述供股詳情之供股章程,可於一般辦公時間內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6期7樓A座)及過戶處(地址為香港皇后大道東183號合和中心22樓)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  
鄭長添  
謹啟

2015年4月1日

\* 僅供識別