

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问，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, 10 NOVEMBER 2014, (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2014年11月10日(星期一)下午4時正(或受天氣影響一段所述之較後日期)屆滿。

Hong Kong Exchanges 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.  
香港交易及結算所有限公司、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 27 OCTOBER 2014 (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2014年10月27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 Appendix VII 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(本招股通知書附錄內之文件)及招股章程內之文件，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 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.  
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，並符合香港結算之收付規程規定後，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，由未繳股款及繳足股款供股股份開始買賣日期或香港結算可能決定之其他日期起，可在中央結算系統內進行對銷及交收。聯交所參與者之間任何交收日期須於其後第二個交易日在中央結算系統內交收。時立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適用。

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 OFFICER, TRICOR SECURITIES LIMITED AT LEVEL 22, HOPEWELL 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, 10 NOVEMBER 2014. ALL REMITTANCES MUST BE MADE IN HONG KONG DOLLARS. CHEQUES MUST BE DRAWN ON AN ACCOUNT WITH "RIGHTS ISSUE ACCOUNT" AND CROSSED "ACCOUNT PAYEE ONLY". INSTRUCTIONS ON TRANSFER AND SPLITTING ARE SET OUT OVERLEAF.  
閣下如欲接受本文件所指定之暫定配額，須將本文件連同下列內欄所示港幣之支票，最遲於2014年11月10日(星期一)下午4時正前交回本公司之香港股份過戶登記處卓佳秘書商務有限公司，地址為香港皇后大道東183號合和中心22樓。所有支票必須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  
卓佳秘書商務有限公司  
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 450,132,472 RIGHTS SHARES  
OF HK\$0.01 EACH AT HK\$0.70 PER RIGHTS SHARE  
ON THE BASIS OF EIGHT 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, 10 NOVEMBER 2014

供股

按於記錄日期每持有1股經調整股份獲發8股供股股份之基準  
按每股供股股份0.70港元發行450,132,472股供股股份  
股款須於2014年11月10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

Head office and principal place of business in Hong Kong:

香港辦事處及  
主要營業地點:  
Block A, 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6期  
7樓A座

Registered office:

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

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

[ ]

BOX A

甲欄

Total number of adjusted shares of HK\$0.01 each in the capital of Easyknit Enterprises Holdings Limited registered in your name on Friday, 24 October 2014 at 2014年10月24日(星期五)登記。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

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, 10 November 2014 於2014年11月10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 Friday, 14 November 2014, 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, 29 October 2014 to Wednesday, 5 November 2014 (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 Friday, 14 November 2014), or in the Rights Shares in the nil-paid form during the period from Wednesday, 29 October 2014 to Wednesday, 5 November 2014, 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 be 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.  
包銷協議載有條款授予包銷商權利在發生其不可抗力事件時終止其責任。倘發生下述情況，包銷商可於2014年11月14日(星期五)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)包銷商全權認為供股之順利進行或重大不利影響：(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供股而言屬於重大不利影響之任何其他事件；或(b)本國、國際或國際性政治、軍事、金融、經濟或其他事件，或本國、國際或國際性經濟或財政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)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應進行供股；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)，而包銷商全權認為於供股完成後對本集團整體屬於重大不利影響之權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。有關終止包銷協議條款之詳情載於本招股章程第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2014年10月29日(星期三)至2014年11月5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直至供股所涉及之一切條件達成日期(預期為2014年11月14日(星期五))之期間內買賣經調整股份，或於2014年10月29日(星期三)至2014年11月5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，應諮詢其專業顧問。

本表格所指之日期及限期均為香港本地時間。

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\*

(Incorporated in Bermuda with limited liability)

(Stock Code: 0616)

27 October 2014

Dear Qualifying Shareholder(s),

In accordance with the terms set out in the rights issue prospectus (the "Prospectus") dated 27 October 2014 despatched to shareholders of **EASYKNIT ENTERPRISES HOLDINGS LIMITED** (the "Company"), the Directors have provisionally allotted to you Rights Shares on the basis of eight Rights Shares for every 1 Adjusted Share of HK\$0.01 each registered in your name as at Friday, 24 October 2014 (the "Record Date") at a price of HK\$0.70 per Rights Share. Your holding of Adjusted 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 and Bermuda. No action has been taken in any territory other than Hong Kong and Bermuda, 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 allotted, issued and fully-paid or credited as 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 on or 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 Level 22, Hopewell Centre, 183 Queen's Road East, 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 Monday, 10 November 2014 (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". 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 Monday, 10 November 2014 (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 Monday, 10 November 2014 (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 Monday, 10 November 2014. 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 Friday, 31 October 2014 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 Time, 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 Time, 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 Time, 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 Friday, 14 November 2014, 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.

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.

Dealings in the Rights Shares in the nil-paid form will take place from Wednesday, 29 October 2014 to Wednesday, 5 November 2014 (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 Friday, 14 November 2014), or in the Rights Shares in the nil-paid form during the period from Wednesday, 29 October 2014 to Wednesday, 5 November 2014, 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.

### 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 Wednesday, 19 November 2014.

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 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 Wednesday, 19 November 2014.

### 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 Adjusted 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 Block A, 7th Floor, Hong Kong Spinners Building, Phase 6, 481-483 Castle Peak Road, Cheung Sha Wan, Kowloon, Hong Kong and the Registrar at Level 22, Hopewell Centre, 183 Queen's Road East, 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