

IMPORTANT
重要提示

THIS PROVISIONAL ALLOTMENT LETTER (THE "PAL") IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PAL EXPIRE AT 4:00 P.M. ON WEDNESDAY, 28 JANUARY 2015 (OR SUCH LATER DATE AS MENTIONED IN THE PARAGRAPH HEADED "EFFECT OF BAD WEATHER" OVERLEAF).

本暫定配額通知書(暫定配額通知書)具有價值及可轉讓，並請即處理。本暫定配額通知書所載之要約於二零一五年一月二十八日(星期三)(或青實(惡劣天氣之影響)一段所述之有關較後日期)下午四時正結束。
IF YOU ARE IN ANY DOUBT ABOUT THIS PAL OR AS TO ACTION TO BETAKEN, YOU SHOULD CONSULT YOUR LICENSED SECURITIES DEALER, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER. IF YOU HAVE SOLD OR TRANSFERRED ALL YOUR SHARES OF THE COMPANY, YOU SHOULD AT ONCE HAND THE PROSPECTUS AND THIS PAL TO THE PURCHASER(S) OR TRANSFEREE(S) OR TO THE BANK, LICENSED SECURITIES DEALER OR OTHER AGENT THROUGH WHOM THE SALE OR TRANSFER WAS EFFECTED FOR TRANSMISSION TO THE PURCHASER(S) OR TRANSFEREE(S).
閣下對本暫定配額通知書或應採取之行動如有任何疑問，應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。閣下如已將名下本公司所有股份出售或轉讓，應立即將章程及本暫定配額通知書交予買主或承讓人，或經手出售或轉讓之銀行、持牌證券交易商或其他代理，以便轉交買主或承讓人。

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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及香港中央結算有限公司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，概不對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 Evershine Group Holdings Limited dated 14 January 2015 (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耀集團控股有限公司所刊發日期為二零一五年一月十四日之章程(「章程」)所界定者具相同涵義。
Dealings in the Shares, the Rights Shares in their nil-paid form and fully-paid form may be settled through CCASS and you should consult your licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser for details of the settlement arrangements and how such arrangements may affect your rights and interests.

股份、未繳股款及繳足股款之供股股份之買賣可透過中央結算系統進行交易，閣下應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有關該等交易安排之詳情，以及有關安排對閣下之權利及權益可能構成之影響。
Subject to the granting of the listing of, and permission to deal in, the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange as well as compliance with the stock admission requirements of HKSCC, the Rights Shares in both their nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the respective commencement dates of dealings in the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange or such other dates as 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之供股股份獲准於聯交所上市及買賣日及符合香港結算之股份收納規定後，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，可由未繳股款及繳足股款之供股股份各自開始在聯交所買賣之日或香港結算決定之該等其他日期起，於中央結算系統內寄存、結算及交收。聯交所參與者間之交易須於第二個交易日在中央結算系統內進行交收。中央結算系統之所有活動均須依據不時有效之中央結算系統一般規則及中央結算系統運作程序規則進行。

A copy of this PAL, together with a copy of the Prospectus and the documents specified in the paragraph headed "Documents delivered to the Registrar of Companies in Hong Kong" in Appendix III of the Prospectus, has been registered with the Registrar of Companies in Hong Kong as required by the Companies Ordinance. The Registrar of Companies in Hong Kong takes no responsibility as to the contents of any of these documents.

本暫定配額通知書連同章程以及章程附錄三「送呈香港公司註冊處處長之文件」一段所述之文件之副本，已依據公司條例規定送呈香港公司註冊處處長登記。香港公司註冊處處長對任何此等文件之內容概不負責。

If you wish to exercise your right to subscribe for all the Rights Shares specified in this PAL, you should lodge this PAL in accordance with the instructions printed herein, together with a remittance for the full amount payable on acceptance, with the Company's share registrar and transfer office in Hong Kong, Hong Kong Registrars Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong by not later than 4:00 p.m. on Wednesday, 28 January 2015. All remittances must be made by cheque or banker's cashier order in Hong Kong dollars. Cheques must be drawn on an account with, and banker's cashier orders must be issued by, a licensed bank in Hong Kong and made payable to "Evershine Group Holdings Ltd - Rights Issue Account" and crossed "ACCOUNT PAYEE ONLY". INSTRUCTIONS ON TRANSFER AND SPLITTING ARE SET OUT OVERLEAF. NO RECEIPT WILL BE GIVEN.

閣下如欲行使閣下之權利認購本暫定配額通知書指定之全部供股股份，必須最遲於二零一五年一月二十八日(星期三)下午四時正前，按照本通知書印備之指示將本暫定配額通知書連同接納時須繳付之全數股款，送呈本公司之香港股份過戶登記處香港證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖。所有股款必須以港元支票或銀行本票支付。支票必須由香港持牌銀行戶口開出，銀行本票亦須由香港持牌銀行發出，並註明抬頭人為「Evershine Group Holdings Ltd - Rights Issue Account」及以「只准入抬頭人賬戶」方式劃線開出。有關轉讓及分拆配額的指示載於背頁。所有股款不會獲發收據。

Share registrar and transfer office in Hong Kong

Hong Kong Registrars Limited
Shops 1712-1716
17th Floor
Hopewell Centre
183 Queen's Road East
Wanchai
Hong Kong

香港股份過戶登記處
香港證券登記有限公司
香港
灣仔
皇后大道東183號
合和中心
17樓
1712-1716號舖



Evershine Group Holdings Limited
永耀集團控股有限公司

(Incorporated in Hong Kong with limited liability)
(於香港註冊成立之有限公司)
(STOCK CODE: 8022)
(股份代號: 8022)

Registered office:
註冊辦事處:
Room A,
9th Floor
Fortis Tower
77-79 Gloucester Road
Wanchai
Hong Kong
香港
灣仔
告士打道77至79號
富通大廈
9樓
A室

14 January 2015
二零一五年一月十四日

**RIGHTS ISSUE ON THE BASIS OF ONE RIGHTS SHARE FOR EVERY TWO SHARES
HELD ON THE RECORD DATE AT A SUBSCRIPTION PRICE OF HK\$0.30 PER RIGHTS SHARE**

按於記錄日期每持有兩股股份獲發一股供股股份之基準
以每股供股股份0.30港元之認購價進行供股

PAYABLE IN FULL ON ACCEPTANCE BY NOT LATER THAN 4:00 P.M. ON WEDNESDAY, 28 JANUARY 2015

股款須於接納時(不遲於二零一五年一月二十八日(星期三)下午四時正)繳足

PROVISIONAL ALLOTMENT LETTER

暫定配額通知書

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

[Empty box for shareholder name and address]

Box A
甲欄
Number of Shares registered in your name(s) on Tuesday, 23 December 2014:
於二零一四年十二月二十三日(星期二)登記於閣下名下之股份數目:

[Empty box for 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 Wednesday, 28 January 2015:
暫定配發予閣下之供股股份數目，股款須於接納時(不遲於二零一五年一月二十八日(星期三)下午四時正)繳足:

[Empty box for Box B]

Box C
丙欄
Total subscription money payable:
應付認購款項總額:

[Empty box for Box C]

Contact telephone no. 聯絡電話: _____

Dealings in the Rights Shares in the nil-paid form will take place from Friday, 16 January 2015 to Friday, 23 January 2015 (both days inclusive).

The Underwriter may by notice in writing to the Company given served at any time prior to 6:00 p.m. on the Settlement Date or such later time as the Company and the Underwriter may agree, terminate the Underwriting Agreement if any of the following grounds of termination happens:

- (i) in the sole and absolute opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:
 - (a) the introduction of any new law or regulation or any change in existing law or regulation (or the judicial interpretation thereof) or other occurrence of any nature whatsoever which may in the sole and 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 hereof) of a political, military, financial, economic or other nature (whether or not ejusdem generis with any of the foregoing), or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict, or affecting local securities markets which may, in the reasonable 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 materially and adversely prejudice the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (ii) any material breach of any of the representations, warranties or undertakings under the Underwriting Agreement comes to the knowledge of the Underwriter;
- (iii) any adverse change in market conditions in Hong Kong or the PRC (including without limitation, any change in fiscal or monetary policy, or foreign exchange or currency markets, suspension or material restriction or trading in securities) occurs which in the sole and absolute opinion of the Underwriter is likely to materially or adversely affect the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
- (iv) there is any change in the circumstances of the Company or any member of the Group which in the sole and absolute opinion of the Underwriter will adversely affect the prospects of the Company, including without limiting the generality of the foregoing the presentation of a petition or the passing of a resolution for the liquidation or winding up or similar event occurring in respect of any member of the Group or the destruction of any material asset of the Group; or
- (v) any event of force majeure including, without limiting the generality thereof, any act of God, war, riot, public disorder, civil commotion, fire, flood, explosion, epidemic, terrorism, strike or lock-out; or
- (vi) any other material adverse change in relation to the business or the financial or trading position or prospects of the Group as a whole whether or not ejusdem generis with any of the foregoing; or
- (vii) any matter which, had it arisen or been discovered immediately before the date of the Prospectus and not having been disclosed in the Prospectus, would have constituted, in the reasonable opinion of the Underwriter, a material omission in the context of the Rights Issue.

Upon the giving of such notice, all obligations of the Underwriter thereunder shall cease and determine and no party shall have any claim against any other party in respect of any matter or thing arising out of or in connection with the Underwriting Agreement provided that the Company shall remain liable to pay to the Underwriter such fees as may then be agreed by the parties hereto. If the Underwriter exercises such right, the Rights Issue will not proceed.

未繳股款之供股股份將於二零一五年一月十六日(星期五)至二零一五年一月二十三日(星期五)(首尾兩日包括在內)期間買賣。
倘出現任何以下終止理由，包銷商可於結算日期下午六時正前或本公司與包銷商可能協定之較後時間隨時以書面方式通知本公司，終止包銷協議:

- (i) 包銷商全權認為，下列事項對順利完成供股造成重大不利影響:
 - (a) 實施任何新法例或法規或現有法例或法規(或有關司法詮釋)出現任何變動，或發生任何性質之其他事宜，而包銷商全權認為可能對本集團整體業務或財務或經營狀況或前景或對供股構成重大不利影響;或
 - (b) 本地、國家或國際間發生任何政治、軍事、金融、經濟或其他性質(不論是否與上述任何情況相同)之事件或變動(不論是否構成或訂包銷協議之前及/或之後發生或持續出現之連串事件或變動之一部分)，或本地、國家或國際間爆發敵對或武裝衝突或衝突升級，或事件足以影響本地證券市場，而令包銷商合理認為對本集團整體業務或財務或經營狀況或前景造成重大不利影響，或順利進行供股造成嚴重不利損害，或令繼續進行供股變為不宜或不智;或
- (ii) 包銷商得悉包銷協議所載任何聲明、保證或承諾遭嚴重違反;
- (iii) 香港或中國市況出現任何不利變動(包括但不限於財政或貨幣政策或外匯或貨幣市場任何變動、證券交易暫停或受到嚴重限制)，而包銷商全權認為可能對供股順利完成造成重大不利影響，或導致不適宜或不建議繼續進行供股;或
- (iv) 本公司或本集團任何成員公司之狀況出現包銷商全權認為會對本公司前景構成不利影響之變動，包括(在不限制上述一般情況之原則下)任何火災、戰爭、暴亂、擾亂公共秩序、內亂、火災、水災、爆炸、疫症、恐怖主義活動、罷工或停工;或
- (v) 本集團整體業務或財務或經營狀況或前景出現任何其他重大不利變動(不論是否與前述任何一項相同);或
- (vi) 於緊接章程日期前發生或發現並無於章程披露之任何事項，而包銷商合理認為會導致供股存在重大遺漏。

發出該通知後，包銷商於包銷協議項下之所有責任將告終結及終止，訂約各方皆不得就包銷協議所產生或與包銷協議相關之任何事項或事宜向對方作出任何索償。惟本公司仍須向包銷商支付訂約各方當時可能協定之費用。倘包銷商行使有關權利，則供股將不會進行。
Any persons contemplating buying or selling Shares from now up to the date on which all the conditions of the Rights Issue are fulfilled (or waived, if applicable), and any dealings in the Rights Shares in their nil-paid form between Friday, 16 January 2015 and Friday, 23 January 2015 (both days inclusive), will be deemed to be subject to the risk that the Rights Issue may not become unconditional or may not proceed.

任何有意於即日或直至供股條件全面達成(或獲豁免，倘適用)當日止期間購買或出售股份之人士，以及任何於二零一五年一月十六日(星期五)至二零一五年一月二十三日(星期五)止期間(首尾兩日包括在內)買賣未繳股款之供股股份之人士，將因此須承擔供股或未能成為無條件或不一定進行之風險。

Any shareholders or other persons contemplating dealing in the Shares or the nil-paid Rights Shares are recommended to consult their own professional advisers.

建議任何有意買賣股份或未繳股款之供股股份之股東或其他人士諮詢彼等本身專業顧問之意見。

IN THE EVENT OF TRANSFER OF RIGHT(S) TO SUBSCRIBE FOR THE RIGHTS SHARE(S), 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 THE ENTITLEMENT(S) TO THE RIGHTS SHARE(S) REPRESENTED BY THIS DOCUMENT.

在轉讓供股股份的認購權時，每項買賣均須繳納從價印花稅。以出售以外方式餽贈或轉讓實益權益亦須繳納從價印花稅。在辦理本文件所載供股股份配額登記之前，須出示已繳納從價印花稅之證明。

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 all of his/her/its/their right(s) to the Rights Shares comprised herein)
(僅供擬將其/彼等於本表格所列供股股份之權利全數轉讓之合資格股東填寫及簽署)

To: The Directors
Evershine Group Holdings Limited
致：永耀集團控股有限公司
列位董事台照

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

敬啟者：
本人/吾等茲將本暫定配額通知書所列本人/吾等可認購供股股份之權利全數轉讓予接受此權利並簽署以下登記申請表格(表格丙)之人士。

1. _____ 2. _____ 3. _____ 4. _____
Signature(s) of Shareholder(s) (all joint Shareholders must sign) 股東簽署(所有聯名股東均須簽署)

Date日期：_____, 2015

Note: Stamp duty of HK\$5.00 and ad valorem stamp duty are payable by the transferor(s) if this form is completed.
附註：填妥此表格後，轉讓人須支付5.00港元之印花稅以及支付從價印花稅。

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 have been transferred)
(僅供承讓認購供股股份權利之人士填寫及簽署)

To: The Directors
Evershine Group Holdings Limited
致：永耀集團控股有限公司
列位董事台照

Dear Sirs and Madams,
I/We request you to register the number of Rights Shares mentioned in Box B of Form A in my/our name(s). I/We agree to accept the same on the terms embodied in this PAL and the Prospectus and subject to the memorandum and articles of association of the Company.

敬啟者：
本人/吾等謹請閣下將表格甲內乙欄所列供股股份數目以本人/吾等名義登記。本人/吾等同意按照本暫定配額通知書及章程所載之條款，並在貴公司之組織章程大綱及公司細則限制下接納該等股份。

Existing Shareholder(s)
Please mark "X" in this box
現有股東請於欄內填上「X」號

To be completed in block letters in **ENGLISH**. Joint applicants should give one address only.
請用英文大楷填寫。聯名申請人只須填報一個地址。
For Chinese applicant(s), please provide your name in both English and Chinese.
華裔申請人請填寫中英文姓名。

Name in English 英文姓名	Family name/Company name 姓氏/公司名稱 Other names 名字	Name in Chinese 中文姓名	
Name continuation and/or names of joint applicant(s) (if any) 續姓名及/或聯名申請人全名(如有)			
Address in English 英文地址			
Occupation 職業		Telephone no. 電話號碼	
Dividend instructions 派息指示			
Name and address of bank 銀行名稱及地址		Bank account no. 銀行戶口號碼	
		Account type 賬戶類別	For office use only 公司專用

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

Date日期：_____, 2015

Note: Ad valorem stamp duty is payable by the transferee(s) if this form is completed.
附註：填妥此表格後，承讓人須支付從價印花稅。



Evershine Group Holdings Limited 永耀集團控股有限公司

(於香港註冊成立之有限公司)
(股份代號：8022)

敬啟者：

緒言

根據隨附本暫定配額通知書的章程所載條款，董事按二零一四年十二月二十三日(星期二)登記於閣下名下之每持有兩股現有股份獲發一股供股股份之基準，已暫定向閣下配發供股股份。閣下於二零一四年十二月二十三日所持股份數目載於甲欄，而暫定配發予閣下之供股股份數目則載於乙欄。除文義另有指明者外，章程所界定之詞彙於本通知書內具有相同涵義。

供股股份經配發、發行及繳足股款後，將在所有方面與配發供股股份當日之當時已發行現有股份享有同等地位。該等供股股份之持有人將有權收取於配發及發行供股股份日期後所宣派之一切未來股息及分派。

章程及有關暫定配額通知書並無及將不會根據香港以外任何司法權區之任何適用證券法例或同等法例登記或存檔。

並無於香港以外任何地區或司法權區就准許提呈發售供股股份或派發章程或任何有關申請表格採取任何行動。因此，於香港以外任何地區或司法權區接獲章程或任何有關申請表格文本之任何人士不可將其視作申請認購供股股份或額外供股股份之要約或邀請，惟於有關司法權區內可毋須遵守任何登記手續或其他法律或監管規定即可合法提出要約或邀請除外。

在香港以外地區接獲章程或任何有關暫定配額通知書之任何人士(包括但不限於代名人、代理及受託人)如欲承購章程項下供股股份，須自行全面遵守有關地區或司法權區之法律及法規，包括遵守該地區或司法權區可能規定之任何其他正式手續而取得任何政府或其他同意，以及在該等地區或司法權區支付就此所需支付之任何稅項、關稅及其他款項。任何人士作出之任何接納，將被視為構成該名人士就已遵守該等當地法律及規定向本公司作出之聲明及保證。如閣下對本身情況有任何疑問，應諮詢閣下專業顧問之意見。為免生疑問，香港中央結算有限公司及香港中央結算(代理人)有限公司概不會作出上述陳述及保證，亦不受上述陳述及保證所規限。

申請及付款手續

閣下如欲承購全數暫定配額，則須不遲於二零一五年一月二十八日(星期三)(或在惡劣天氣情況下，下文「惡劣天氣之影響」一段所述之有關較後日期)下午四時正，將整份暫定配額通知書連同丙欄所載接納時應付之全數股款交回過戶登記處香港證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖。所有股款必須以港幣支票或銀行本票支付。支票必須由香港持牌銀行戶口開出，銀行本票亦必須由香港持牌銀行發出，並註明抬頭人為「Evershine Group Holdings Ltd – Rights Issue Account」及「只准入抬頭人賬戶」方式劃線開出。有關付款將構成接納本暫定配額通知書及章程之條款，並受本公司之組織章程大綱及公司細則所規限。申請時收訖之股款將不會獲發收據。獲接納申請之任何供股股份之股票將於二零一五年二月九日(星期一)或之前按背頁所示地址以平郵方式寄發予合資格股東(倘為聯名合資格股東，則為名列首位之合資格股東)，郵誤風險概由彼等自行承擔。

務請注意，除非本暫定配額通知書連同丙欄所示之適當股款已如上文所述不遲於二零一五年一月二十八日(星期三)(或在惡劣天氣情況下，下文「惡劣天氣之影響」一段所述之有關較後日期)下午四時正交回，否則將被視作放棄本暫定配額通知書及一切有關權利，而有關供股股份將會被註銷。即使按上述規定交回之暫定配額通知書並未按有關指示填妥，本公司可(全權酌情決定但並無責任)將其視為有效，並對遞交表格之人士或其代表具約束力。本公司可要求有關未填妥之暫定配額通知書申請人於稍後階段填妥有關表格。

轉讓

閣下如欲將全部暫定配發予閣下之供股股份認購權轉讓，必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認購權之承讓人或轉讓經手人。其後，承讓人須不遲於二零一五年一月二十八日(星期三)下午四時正將登記申請表格(表格丙)填妥及簽署，然後將本暫定配額通知書連同丙欄所示接納時應付之全數股款交回過戶登記處香港證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖。務請注意，閣下轉讓有關供股股份之認購權予承讓人時，須繳付香港印花稅，而承讓人於接納有關權利時亦須繳付香港印花稅。

分拆

閣下如僅欲接納部分暫定配額或欲轉讓本通知書所述獲暫定配發以認購供股股份之部分權利，或將權利轉讓予一名以上之人士，則須不遲於二零一五年一月二十日(星期二)下午四時正將原有暫定配額通知書交回及呈交過戶登記處香港證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖。以便過戶登記處註銷原有暫定配額通知書，並按所需數額發出新暫定配額通知書。新暫定配額通知書可於閣下交回原有暫定配額通知書後第二個營業日上午九時正後在香港證券登記有限公司領取。

惡劣天氣之影響

於以下情況下，接納供股股份及繳付股款以及申請額外供股股份及繳付股款之最後時限將不會生效：倘八號或以上熱帶氣旋警告信號或「黑色」暴雨警告(i)於接納日期本地時間中午十二時正前在香港生效，但於當日中午十二時正後解除，則接納供股股份及繳付股款以及申請額外供股股份及繳付股款之最後時限將順延至同一個營業日下午五時正；或(ii)於接納日期本地時間中午十二時正至下午四時正期間在香港生效，則接納供股股份及繳付股款以及申請額外供股股份及繳付股款之最後時限將更改為於上午九時正至下午四時正期間任何時間並無發出上述警告之下一個營業日下午四時正。

倘接納供股股份及繳付股款以及申請額外供股股份及繳付股款之最後時限並無於接納日期生效，則本節所述日期或會受到影響。倘預期時間表出現任何變動，本公司將於實際可行情況下盡快作出公佈知會股東。

終止包銷協議

務請注意，包銷協議載有條文，授予包銷商於發生若干事件時終止包銷協議之權利，有關事件載於章程內「終止包銷協議」一節。倘包銷協議被包銷商終止或未能成為無條件，供股將不會進行。

買賣股份及未繳股款之供股股份之風險警告

敬請留意，股份已自二零一四年十二月十八日(星期四)起以除權基準買賣。未繳股款之供股股份將於二零一五年一月十六日(星期五)至二零一五年一月二十三日(星期五)(首尾兩日包括在內)期間買賣。倘供股之條件未能於二零一五年二月二日(星期一)下午六時正或之前(或本公司與包銷商可能書面釐定之較後時間及/或日期)達成(或獲豁免，倘適用)，或包銷協議已根據其所載條款終止，則供股將不會進行。

任何有意於即日起至供股條件全面達成(或獲豁免，倘適用)當日止期間購買或出售股份之人士，以及任何於二零一五年一月十六日(星期五)至二零一五年一月二十三日(星期五)(首尾兩日包括在內)期間買賣未繳股款之供股股份之人士，將因此須承擔供股或未能成為無條件或不一定進行之風險。

建議任何有意買賣股份及/或未繳股款之供股股份之股東或其他人士務請諮詢彼等專業顧問之意見。

支票及銀行本票

所有支票及銀行本票將會於收訖後過戶，而該等款項所賺取之利息(如有)將全數撥歸本公司所有。填妥及交回本暫定配額通知書連同支付所申請之供股股份股款之支票或銀行本票，即表示保證支票或銀行本票可於首次過戶時兌現。倘任何支票或銀行本票於首次過戶時不獲兌現，則本暫定配額通知書可遭拒絕受理，在此情況下，閣下之保證配額及其項下所有權利將被視作已被放棄而予以撤銷。

供股股份之股票

預期繳足股款之供股股份之股票將於二零一五年二月九日(星期一)或之前以平郵方式寄予收件人之登記地址，郵誤風險概由彼等自行承擔。本公司將就申請人獲配發之全部供股股份發出一張股票。

一般事項

交回已由應獲發本暫定配額通知書之人士簽署之暫定配額通知書，即為交回上述文件之人士有權處理暫定配額通知書，並有權收取暫定配額分拆函件及/或供股股份之股票之最終憑證。

所有文件(包括應付款項之支票)將以平郵方式寄予收件人之登記地址，郵誤風險概由彼等自行承擔。

章程所載有關申請供股股份之條款及條件將適用。暫定配額通知書及任何據此作出之供股股份申請均受香港法例管轄，並按其詮釋。

載有供股詳情之章程可於章程日期起計十四日止期間之一般辦公時間內(星期一至五(公眾假期除外)，由上午九時正至下午六時正)於過戶登記處香港證券登記有限公司可供索取，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716號舖。

此致

列位合資格股東 台照

承董事會命
永耀集團控股有限公司
主席兼執行董事
吳文杯