

**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

Blank 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:

Blank box for Box A response.

Box B  
乙欄 Number of Rights Shares provisionally allotted to you subject to payment in full on acceptance by not later than 4:00 p.m. on 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:

Blank box for Box B response.

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

Blank box for Box C response.

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 absolute 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 accordingly bear 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

(Incorporated in Hong Kong with limited liability)

(STOCK CODE: 8022)

Dear Qualifying Shareholder(s),

### INTRODUCTION

In accordance with the terms set out in the Prospectus accompanying this PAL, the Directors have provisionally allotted to you, the Rights Shares on the basis of one Rights Share for every two existing Shares held and registered in your name(s) on Tuesday, 23 December 2014. Your holding of Shares as at 23 December 2014 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 herein unless the context requires otherwise.

The Rights Shares, when allotted, issued and fully paid, will rank *pari passu* with the then existing Shares in issue on the date of allotment of the Rights Shares in all respects. Holders of such Rights Shares will be entitled to receive all future dividends and distributions which are declared after the date of allotment and issue of the Rights Shares.

The Prospectus and the related PAL have not been and will not be registered or filed under any applicable securities or equivalent legislation of any jurisdictions other than Hong Kong.

No action has been taken to permit the offering of the Rights Shares, or the distribution of the Prospectus or any of the related application forms, in any territory or jurisdiction outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares or the excess Rights Shares, unless in the relevant jurisdiction such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements.

It is the responsibility of any person (including but without limitation to nominee, agent and trustee) receiving a copy of the Prospectus or any of the related PAL outside Hong Kong and wishing to take up the Rights Shares under the Prospectus to satisfy himself/herself/itself as to the full observance of the laws and regulations of the relevant territory or jurisdiction including the obtaining of any governmental or other consents for observing any other formalities which may be required in such territory or jurisdiction, and to pay any taxes, duties and other amounts required to be paid in such territory or jurisdiction in connection therewith. Any acceptance by any person will be deemed to constitute a representation and warranty from such person to the Company that these local laws and requirements have been complied with. If you are in any doubt as to your position, you should consult your professional advisers. For the avoidance of doubt, neither Hong Kong Securities Clearing Company Limited nor HKSCC Nominees Limited will give, or be subject to, any of the above representation and warranty.

### PROCEDURE FOR APPLICATION AND PAYMENT

To take up your provisional entitlement in full you must lodge the whole of this PAL intact with the Registrar, Hong Kong Registrars Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong together with a remittance for the full amount payable on acceptance, as set out in Box C, so as to be received by the Registrar not later than 4:00 p.m. on Wednesday, 28 January 2015 (or, under bad weather conditions, such later date as mentioned in the paragraph headed "Effect of bad weather" below). All remittances must be made by cheque or banker's cashier order in Hong Kong dollars. Cheques must be drawn on an account with, or 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". Such payment will constitute acceptance of the terms of this PAL and the Prospectus and subject to the memorandum and articles of association of the Company. No receipt will be issued for sums received on application. Share certificate(s) for any Rights Shares in respect of which the application is accepted will be sent to the Qualifying Shareholders, and in the case of joint Qualifying Shareholders, to the first-named Qualifying Shareholders, by ordinary post at their own risk at the address stated overleaf on or before Monday, 9 February 2015.

It should be noted that unless this PAL, together with the appropriate remittance for the amount shown in Box C, has been lodged as described above by not later than 4:00 p.m. on Wednesday, 28 January 2015 (or, under bad weather conditions, such later date as mentioned in the paragraph headed "Effect of bad weather" below), this PAL and all rights hereunder will be deemed to have been declined and the relevant Rights Shares will be cancelled. The Company may (at its sole discretion but without obligation) treat a PAL (lodged as mentioned above) as valid and binding on the person(s) by whom or on whose behalf it is lodged even if not completed in accordance with the relevant instructions. The Company may require such incomplete PAL to be completed by the relevant applicants at a later stage.

### TRANSFER

If you wish to transfer all of your rights to subscribe for the 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 PAL intact together with a remittance for the full amount payable on acceptance as set out in Box C with the Registrar, Hong Kong Registrars Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong so as to be received by not later than 4:00 p.m. on Wednesday, 28 January 2015. 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 and the acceptance by the transferee(s) of such rights.

### SPLITTING

If you wish to accept only part of your provisional allotment or to transfer part of your rights to subscribe for the Rights Shares provisionally allotted hereunder, or to transfer your rights to more than one person, the original PAL must be surrendered and lodged for cancellation by not later than 4:00 p.m. on Tuesday, 20 January 2015 with the Registrar, Hong Kong Registrars Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, who will cancel the original PAL and issue new PALs in the denominations required, which will be available for collection at Hong Kong Registrars Limited, after 9:00 a.m. on the second Business Day after your surrender of the original PAL.

### EFFECT OF BAD WEATHER

The latest time for acceptance and payment for the Rights Shares and for application and payment for the excess 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 but no longer in force after 12:00 noon on the Acceptance Date. Instead, the latest time for acceptance of and payment for the Rights Shares and for application and payment for the excess 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 Shares and for application and payment for the excess Rights Shares 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 and payment for the Rights Shares and for application and payment for the excess Rights Shares does not take effect 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

It should be noted that the Underwriting Agreement contains provisions granting the Underwriters the right to terminate the Underwriting Agreement on the occurrence of certain events, which have been set out in the section headed "Termination of the Underwriting Agreement" of the Prospectus. If the Underwriting Agreement is terminated by the Underwriters or does not become unconditional, the Rights Issue will not proceed.

### WARNING OF THE RISK OF DEALING IN THE SHARES AND THE NIL-PAID RIGHTS SHARES

It should be noted that the Shares have been dealt in on an ex-rights basis from Thursday, 18 December 2014. 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). If the conditions of the Rights Issue are not fulfilled (or waived, if applicable) on or before 6:00 p.m. on Monday, 2 February 2015 (or such later time and/or date as the Company and the Underwriters may determine in writing), or the Underwriting Agreement has been terminated in accordance with the terms thereof, the Rights Issue will not proceed.

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 to Friday, 23 January 2015 (both days inclusive), will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed.

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

### CHEQUES AND BANKER'S CASHIER ORDERS

All cheques and banker's cashier orders will be presented for payment upon receipt and all interests earned on such monies (if any) will be retained for the benefit of the Company. Completion and lodgement of this PAL together with a cheque or banker's cashier order in payment of the Rights Shares applied for will constitute a warranty that the cheque or banker's cashier order will be honoured upon first presentation. If any cheque or banker's cashier order is not honoured upon first presentation, this PAL is liable to be rejected, and in that event your assured entitlement and all rights thereunder will be deemed to have been declined and will be cancelled.

### CERTIFICATES FOR THE RIGHTS SHARES

It is expected that certificates for the fully-paid Rights Shares will be despatched by ordinary post to those entitled thereto to their registered addresses at their own risk on or before Monday, 9 February 2015. One share certificate will be issued for all the Rights Shares allotted to an applicant.

### GENERAL

Lodgement of the PAL 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 provisional letters of allotment and/or certificates for the Rights Shares.

All documents, including cheques for the amounts due, will be sent by ordinary post at the risk of the persons entitled thereto to their registered addresses.

The terms and conditions relating to application for the Rights Shares as contained in the Prospectus shall apply. The PAL and any application for the Rights Shares pursuant to it shall be governed by, and construed in accordance with, the laws of Hong Kong.

Copies of the Prospectus giving details of the Rights Issue are available at the Registrar, Hong Kong Registrars Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong during normal business hour (from 9:00 a.m. to 6:00 p.m., Monday to Friday, excluding public holidays) during the period of 14 days from the date of the Prospectus.

By order of the Board of  
Evershine Group Holdings Limited  
Wu Wenbei  
Chairman and Executive Director