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Easyknit Enterprises Holdings Limited
永義實業集團有限公司*
(Incorporated in Bermuda with limited liability)
(Stock code : 0616)



Easyknit International Holdings Limited
永義國際集團有限公司*
(Incorporated in Bermuda with limited liability)
(Stock code : 1218)

VERY SUBSTANTIAL ACQUISITION

MAJOR TRANSACTION

ACQUISITION OF PROPERTIES

ACQUISITION OF PROPERTIES

The board of EE Directors and the board of EI Directors are pleased to announce that the Purchaser has entered into 10 sets of Provisional Agreements with the Vendors on 18 March 2015 (after trading hours), pursuant to which amongst other things, the Purchaser agreed to acquire, and the Vendors agreed to sell, the Properties for an aggregate consideration and other related expenses of HK\$183,000,000.

Easyknit Enterprises is a subsidiary of Easyknit International which has 40.96% shareholdings interests in Easyknit Enterprises.

LISTING RULES IMPLICATIONS TO EASYKNIT ENTERPRISES

Under Chapter 14 of the Listing Rules, the Acquisitions constitutes a very substantial acquisition of Easyknit Enterprises. The Acquisitions and the transactions contemplated thereunder are subject to the reporting, announcement and shareholders' approval requirements pursuant to the Listing Rules.

The EE SGM will be convened and held to consider and, if thought fit, approve the Acquisitions and the transactions contemplated thereunder. A circular containing, among other things, (i) further details of the Acquisitions; (ii) financial information on the Properties; (iii) pro forma financial information on the EE Group; and (iv) independent property valuation report of the Properties, together with a notice convening the EE SGM is expected to be despatched to the EE Shareholders on or before 22 April 2015 as additional time is required to finalise the financial information of the circular.

LISTING RULES IMPLICATIONS TO EASYKNIT INTERNATIONAL

Under Chapter 14 of the Listing Rules, the Acquisitions constitutes a major transaction of Easyknit International. The Acquisitions and the transactions contemplated thereunder are subject to the reporting, announcement and shareholders' approval requirements pursuant to the Listing Rules.

** for identification purposes only*

To the best knowledge, information and belief of the EI Directors, having made all reasonable enquiry, there is no EI Shareholder who has a material interest in the Acquisitions and is required to abstain from voting on the resolution for the approval of the Acquisitions, should it be put forward for the approval of EI Shareholders at the general meeting of Easyknit International.

Pursuant to Rule 14.44 of the Listing Rules, in lieu of a resolution to be passed at a general meeting of Easyknit International, written approvals of the Acquisitions have been obtained from Sea Rejoice Limited and Magical Profits Limited, the substantial shareholders of Easyknit International with an aggregate interest in 46,609,144 EI Shares, representing approximately 58.69% of the issued share capital of Easyknit International as at the date of this announcement.

A circular containing, among other things, (i) further details of the Acquisitions; (ii) financial information on the Properties; (iii) pro forma financial information on the EI Group; and (iv) independent property valuation report of the Properties, is expected to be despatched to the EI Shareholders on or before 22 April 2015 as additional time is required to finalise the financial information of the circular.

ACQUISITION OF PROPERTIES

The board of EE Directors and the board of EI Directors are pleased to announce that the Purchaser have entered into 10 sets of Provisional Agreements with the Vendors on 18 March 2015 (after trading hours), pursuant to which amongst other things, the Purchaser agreed to acquire, and the Vendors agreed to sell, the Properties for an aggregate consideration and other related expenses of HK\$183,000,000.

THE PROVISIONAL AGREEMENTS

(A) Leung Provisional Agreement

Parties: (a) The Vendor: Tenant in common
- LEUNG Lai Ha and LEUNG Chi Wo Vico
(b) The Purchaser: Chancemore Limited

To the best of the knowledge, information and belief of the EE Directors and EI Directors, having made all reasonable enquiry, the Vendor is a third party independent of Easyknit Enterprises and Easyknit International.

Pursuant to the terms of the Leung Provisional Agreement, the Purchaser and the Vendor will enter into a formal agreement for the acquisition of the Leung Property on or before 26 March 2015.

Assets to be Acquired

Pursuant to the terms of the Leung Provisional Agreement, the Purchaser will acquire the Leung Property from the Vendor at a consideration of HK\$19,000,000. An initial deposit of HK\$950,000 was paid by the Purchaser upon signing of the Leung Provisional Agreement and a further deposit of HK\$2,850,000 will be payable by the Purchaser on or before 26 March 2015. The balance of the consideration for the Leung Property, being HK\$15,200,000 will be paid upon Completion.

The Leung Property is currently leased by the Vendor to a tenant, which is a third party

independent of Easyknit Enterprises and Easyknit International, at a monthly rental of HK\$6,500 (inclusive of management fees and government rates) for 1 year commencing from 27 August 2014 to 26 August 2015.

(B) Tsang Provisional Agreement

Parties: (a) The Vendor: TSANG Kam Oi Susanna
(b) The Purchaser: Chancemore Limited

To the best of the knowledge, information and belief of EE Directors and EI Directors, having made all reasonable enquiries, the Vendor is a third party independent of Easyknit Enterprises and Easyknit International.

Pursuant to the terms of the Tsang Provisional Agreement, the Purchaser and the Vendor will enter into a formal agreement for the acquisition of the Tsang Property on or before 26 March 2015.

Assets to be Acquired

Pursuant to the terms of the Tsang Provisional Agreement, the Purchaser will acquire the Tsang Property from the Vendor at a consideration of HK\$18,000,000. An initial deposit of HK\$900,000 was paid by the Purchaser upon signing of the Tsang Provisional Agreement and a further deposit of HK\$2,700,000 will be payable by the Purchaser on or before 26 March 2015. The balance of the consideration for the Tsang Property, being HK\$14,400,000 will be paid upon Completion.

The Vendor is licensed to occupy the Tsang Property free of rental for 3 months after the date of Completion. During this period, the Vendor is responsible for the payment of management fees (if any) and the government rates. The Tsang Property will be delivered with vacant possession upon the expiry of the 3 months' licence period.

(C) Woo Provisional Agreement

Parties: (a) The Vendor: WOO Hon Wah
(b) The Purchaser: Chancemore Limited

To the best of the knowledge, information and belief of EE Directors and EI Directors, having made all reasonable enquiries, the Vendor is a third party independent of Easyknit Enterprises and Easyknit International.

Pursuant to the terms of the Woo Provisional Agreement, the Purchaser and the Vendor will enter into a formal agreement for the acquisition of the Woo Property on or before 26 March 2015.

Assets to be Acquired

Pursuant to the terms of the Woo Provisional Agreement, the Purchaser will acquire the Woo Property from the Vendor at a consideration of HK\$18,000,000. An initial deposit of HK\$900,000 was paid by the Purchaser upon signing of the Woo Provisional Agreement and a further deposit of HK\$2,700,000 will be payable by the Purchaser on or before 26 March 2015. The balance of the consideration for the Woo Property, being HK\$14,400,000 will be paid upon Completion.

The Vendor is licensed to occupy the Woo Property free of rental for 3 months after the date of Completion. During this period, the Vendor is responsible for the payment of management fees (if any) and the government rates. The Woo Property will be delivered with vacant possession upon the expiry of the 3 months' licence period.

(D) Lee Provisional Agreement

Parties: (a) The Vendor: Tenant in Common
LEE Kuen and CHEUNG Cheuk Han Family and
CHEUNG Cheuk Ling Charing
(b) The Purchaser: Chancemore Limited

To the best of the knowledge, information and belief of EE Directors and EI Directors, having made all reasonable enquiries, the Vendor is a third party independent of Easyknit Enterprises and Easyknit International.

Pursuant to the terms of the Lee Provisional Agreement, the Purchaser and the Vendor will enter into a formal agreement for the acquisition of the Lee Property on or before 26 March 2015.

Assets to be Acquired

Pursuant to the terms of the Lee Provisional Agreement, the Purchaser will acquire the Lee Property from the Vendor at a consideration of HK\$18,000,000. An initial deposit of HK\$900,000 was paid by the Purchaser upon signing of the Lee Provisional Agreement and a further deposit of HK\$2,700,000 will be payable by the Purchaser on or before 26 March 2015. The balance of the consideration for the Lee Property, being HK\$14,400,000 will be paid upon Completion.

The Vendor is licensed to occupy the Lee Property free of rental for 3 months after the date of Completion. During this period, the Vendor is responsible for the payment of management fees (if any) and the government rates. The Lee Property will be delivered with vacant possession upon the expiry of the 3 months' licence period.

(E) Fan Provisional Agreement

Parties: (a) The Vendor: Tenant in Common
FAN Siu Ying and CHEUNG Cheuk Yu
(b) The Purchaser: Chancemore Limited

To the best of the knowledge, information and belief of EE Directors and EI Directors, having made all reasonable enquiries, the Vendor is a third party independent of Easyknit Enterprises and Easyknit International.

Pursuant to the terms of the Fan Provisional Agreement, the Purchaser and the Vendor will enter into a formal agreement for the acquisition of the Fan Property on or before 26 March 2015.

Assets to be Acquired

Pursuant to the terms of the Fan Provisional Agreement, the Purchaser will acquire the Fan Property from the Vendor at a consideration of HK\$18,000,000. An initial deposit of HK\$900,000 was paid by the Purchaser upon signing of the Fan Provisional Agreement and a further deposit of HK\$2,700,000 will be payable by the Purchaser on or before 26 March 2015. The balance of the consideration for the Fan Property, being

HK\$14,400,000 will be paid upon Completion.

The Vendor is licensed to occupy the Fan Property free of rental for 3 months after the date of Completion. During this period, the Vendor is responsible for the payment of management fees (if any) and the government rates. The Fan Property will be delivered with vacant possession upon the expiry of the 3 months' licence period.

(F) Cheng Provisional Agreement

Parties: (a) The Vendor: CHENG Yun Nin Elita
(b) The Purchaser: Chancemore Limited

To the best of the knowledge, information and belief of EE Directors and EI Directors, having made all reasonable enquiries, the Vendor is a third party independent of Easyknit Enterprises and Easyknit International.

Pursuant to the terms of the Cheng Provisional Agreement, the Purchaser and the Vendor will enter into a formal agreement for the acquisition of the Cheng Property on or before 26 March 2015.

Assets to be Acquired

Pursuant to the terms of the Cheng Provisional Agreement, the Purchaser will acquire the Cheng Property from the Vendor at a consideration of HK\$19,000,000. An initial deposit of HK\$950,000 was paid by the Purchaser upon signing of the Cheng Provisional Agreement and a further deposit of HK\$2,850,000 will be payable by the Purchaser on or before 26 March 2015. The balance of the consideration for the Cheng Property, being HK\$15,200,000 will be paid upon Completion.

A portion of the Cheng Property is for self-use and the remaining portion is leased by the Vendor to 2 tenants, which are third parties independent of Easyknit Enterprises and Easyknit International, for its leasing to a tenant at a monthly rental of HK\$5,300 (inclusive of management fees and government rates) for 1 year commencing from 25 December 2014 to 24 December 2015; and the other at a monthly rental of HK\$8,000 (inclusive of management fees and government rates) for 6 months which has been expired on 16 January 2015 but is now subject to monthly tenancy.

The Vendor is licensed to occupy the self-use portion of the Cheng Property free of rental for 2 months after the date of Completion. During this period, the Vendor is responsible for the payment of management fees (if any) and the government rates. The portion of the Cheng Property which is for self-use will be delivered with vacant possession upon the expiry of the 2 months' licence period.

(G) CG Provisional Agreement

Parties: (a) The Vendor: City Glory Development Limited
(b) The Purchaser: Chancemore Limited

City Glory Development Limited is a company incorporated in Hong Kong with limited liability.

To the best of the knowledge, information and belief of EE Directors and EI Directors, having made all reasonable enquiries, the ultimate beneficial owner of the Vendor is a third party independent of Easyknit Enterprises and Easyknit International.

Pursuant to the terms of the CG Provisional Agreement, the Purchaser and the Vendor will enter into a formal agreement for the acquisition of the CG Property on or before 26 March 2015.

Assets to be Acquired

Pursuant to the terms of the CG Provisional Agreement, the Purchaser will acquire the CG Property from the Vendor at a consideration of HK\$18,000,000. An initial deposit of HK\$900,000 was paid by the Purchaser upon signing of the CG Provisional Agreement and a further deposit of HK\$2,700,000 will be payable by the Purchaser on or before 26 March 2015. The balance of the consideration for the CG Property, being HK\$14,400,000 will be paid upon Completion.

The CG Property is currently leased by the Vendor to a tenant, which is a third party independent of Easyknit Enterprises and Easyknit International, at a monthly rental of HK\$10,500 (inclusive of management fees and government rates) for 1 year commencing from 1 July 2014 to 30 June 2015.

(H) Tam Provisional Agreement

Parties: (a) The Vendor: TAM Wai Cheung
(b) The Purchaser: Chancemore Limited

To the best of the knowledge, information and belief of EE Directors and EI Directors, having made all reasonable enquiries, the Vendor is a third party independent of Easyknit Enterprises and Easyknit International.

Pursuant to the terms of the Tam Provisional Agreement, the Purchaser and the Vendor will enter into a formal agreement for the acquisition of the Tam Property on or before 26 March 2015.

Assets to be Acquired

Pursuant to the terms of the Tam Provisional Agreement, the Purchaser will acquire the Tam Property from the Vendor at a consideration of HK\$18,000,000. An initial deposit of HK\$900,000 was paid by the Purchaser upon signing of the Tam Provisional Agreement and a further deposit of HK\$2,700,000 will be payable by the Purchaser on or before 26 March 2015. The balance of the consideration for the Tam Property, being HK\$14,400,000 will be paid upon Completion.

The Vendor is licensed to occupy the Tam Property free of rental for 3 months after the date of Completion. During this period, the Vendor is responsible for the payment of management fees (if any) and the government rates. The Tam Property will be delivered with vacant possession upon the expiry of the 3 months' licence period.

(I) Lam Provisional Agreement

Parties: (a) The Vendor: LAM Chan Fun
(b) The Purchaser: Chancemore Limited

To the best of the knowledge, information and belief of EE Directors and EI Directors, having made all reasonable enquiries, the Vendor is a third party independent of Easyknit Enterprises and Easyknit International.

Pursuant to the terms of the Lam Provisional Agreement, the Purchaser and the Vendor will

enter into a formal agreement for the acquisition of the Lam Property on or before 26 March 2015.

Assets to be Acquired

Pursuant to the terms of the Lam Provisional Agreement, the Purchaser will acquire the Lam Property from the Vendor at a consideration of HK\$18,000,000. An initial deposit of HK\$900,000 was paid by the Purchaser upon signing of the Lam Provisional Agreement and a further deposit of HK\$2,700,000 will be payable by the Purchaser on or before 26 March 2015. The balance of the consideration for the Lam Property, being HK\$14,400,000 will be paid upon Completion.

The Lam Property is currently leased by the Vendor to a tenant, which is a third party independent of Easyknit Enterprises and Easyknit International, for its leasing to a tenant at a monthly rental of HK\$9,800 (exclusive of management fees and government rates) for 2 years commencing from 1 September 2014 to 31 August 2016.

(J) Liu Provisional Agreement

Parties: (a) The Vendor: LIU Po Yung
(b) The Purchaser: Chancemore Limited

To the best of the knowledge, information and belief of EE Directors and EI Directors, having made all reasonable enquiries, the Vendor is a third party independent of Easyknit Enterprises and Easyknit International.

Pursuant to the terms of the Liu Provisional Agreement, the Purchaser and the Vendor will enter into a formal agreement for the acquisition of the Liu Property on or before 26 March 2015.

Assets to be Acquired

Pursuant to the terms of the Liu Provisional Agreement, the Purchaser will acquire the Liu Property from the Vendor at a consideration of HK\$18,000,000. An initial deposit of HK\$900,000 was paid by the Purchaser upon signing of the Liu Provisional Agreement and a further deposit of HK\$2,700,000 will be payable by the Purchaser on or before 26 March 2015. The balance of the consideration for the Liu Property, being HK\$14,400,000 will be paid upon Completion.

The Vendor is licensed to occupy the Liu Property free of rental for 3 months after the date of Completion. During this period, the Vendor is responsible for the payment of management fees (if any) and the government rates. The Liu Property will be delivered with vacant possession upon the expiry of the 3 months' licence period.

REASONS FOR AND BENEFITS OF THE ACQUISITIONS

As at the date of this announcement, Easyknit Enterprises via its subsidiaries has 100% interests in the Ground Floor of Site 2; and the whole Site 3. The Properties comprise all the units in a composite building situated at Site 1 and Site 2 (except the Remaining Unit). The current aggregate rental for the Properties which are subject to leases is HK\$40,100 per month.

The Properties will be used by the EE Group for property development.

The aggregate consideration and other related expenses of the Properties of HK\$183,000,000 was determined after arm's length negotiations between the Purchaser and the Vendor(s) with reference to the location of the Properties and the preliminary valuation of HK\$185,000,000 indicated by an independent property valuer.

The EE Group will fund the Acquisitions from the earmarked funds which were raised from the previous funds raising activities of Easyknit Enterprises solely for the acquisition and redevelopment for this project.

Upon the Completion, Easyknit Enterprises via its subsidiaries shall have 100% interest in Site 2 and more than 80% interest in Site 1. Easyknit Enterprises shall consider to acquire the Remaining Unit by commencing the negotiations with the owner of the Remaining Unit at the time when the EE Directors think fit.

The EE Directors and EI Directors intend to consolidate its ownership of Site 1, Site 2 and Site 3 with a view of redeveloping the site, therefore both EE Directors and EI Directors consider the Acquisitions is an opportunity for Easyknit Enterprises to proceed the redevelopment of the Site 1, Site 2 and Site 3 upon the Completion and the acquisition of the Remaining Unit.

The EE Directors and EI Directors, including the independent non-executive directors of Easyknit Enterprises and Easyknit International respectively, are of the view that the terms of the Provisional Agreements are fair and reasonable, on normal commercial terms and in the interests of the EE Shareholders and EI Shareholders as a whole.

INFORMATION ON EE GROUP AND EASYKNIT INTERNATIONAL

EE Group is principally engaged in property investment, property development, garment sourcing and export businesses, investments in securities and loan financing.

Easyknit International is an investment holding company which holds approximately 40.96% interests in Easyknit Enterprises. Easyknit International is principally engaged in property investments, property development, garment sourcing and export businesses, investment in securities and loan financing.

LISTING RULES IMPLICATIONS TO EASYKNIT ENTERPRISES

Under Chapter 14 of the Listing Rules, the Acquisitions constitute a very substantial acquisition of Easyknit Enterprises. The Acquisitions and the transactions contemplated thereunder are subject to the reporting, announcement and shareholders' approval requirements pursuant to the Listing Rules.

The EE SGM will be convened and held to consider and, if thought fit, approve the Acquisitions and the transactions contemplated thereunder. A circular containing, among other things, (i) further details of the Acquisitions; (ii) financial information on the Properties; (iii) pro forma financial information on the EE Group; and (iv) independent property valuation report of the Properties, together with a notice convening the EE SGM is expected to be despatched to the EE Shareholders on or before 22 April 2015 as additional time is required to finalise the financial information of the circular.

LISTING RULES IMPLICATIONS TO EASYKNIT INTERNATIONAL

Under Chapter 14 of the Listing Rules, the Acquisitions constitute a major transaction of Easyknit International. The Acquisitions and the transactions contemplated thereunder are subject to the reporting, announcement and shareholders' approval requirements

pursuant to the Listing Rules.

To the best knowledge, information and belief of the EI Directors, having made all reasonable enquiry, there is no EI Shareholder who has a material interest in Acquisitions and is required to abstain from voting on the resolution for the approval of the Acquisitions, should it be put forward for the approval of EI Shareholders at the general meeting of Easyknit International.

Pursuant to Rule 14.44 of the Listing Rules, in lieu of a resolution to be passed at a general meeting of Easyknit International, written approvals of the Acquisitions have been obtained from Sea Rejoice Limited and Magical Profits Limited, the substantial shareholders of Easyknit International with an aggregate interest in 46,609,144 EI Shares, representing approximately 58.69% of the issued share capital of Easyknit International as at the date of this announcement.

A circular containing, among other things, (i) further details of the Acquisitions; (ii) financial information on the Properties; (iii) pro forma financial information on the EI Group; and (iv) independent property valuation report of the Properties, is expected to be despatched to the EI Shareholders on or before 22 April 2015 as additional time is required to finalise the financial information of the circular. .

DEFINITIONS

In this announcement, unless the context otherwise requires, the following terms shall have the following meanings:

“Acquisitions”	the acquisitions of the Properties by the Purchaser
“Cheng Property”	the 1/F of Site 2 with a saleable area of approximately 448 square feet
“Cheng Provisional Agreement”	the provisional sale and purchase agreement for the sale and purchase of the Cheng Property, entered into between the Purchaser and CHENG Yun Nin Elita
“CG Property”	the 2/F of Site 2 with a saleable area of approximately 448 square feet
“CG Provisional Agreement”	the provisional sale and purchase agreement for the sale and purchase of the CG Property, entered into between the Purchaser and City Glory Development Limited
“Completion”	on or before 17 June 2015 or at a later date being agreed by the Purchaser and the Vendors
“Composite Building”	a composite building situated at Site 1 and Site 2
“EE Director(s)”	the director(s) of Easyknit Enterprises
“EE Group”	Easyknit Enterprises and its subsidiaries
“EE SGM”	the special general meeting to be convened and held by Easyknit Enterprises to consider and approve the Provisional Agreements and the transactions contemplated thereunder

“EE Share(s)”	ordinary share(s) of par value HK\$0.01 each in the share capital of Easyknit Enterprises
“EE Shareholders”	holders of the EE Shares
“EI Director(s)”	the director(s) of Easyknit International
“EI Group”	Easyknit International and its subsidiaries
“EI Share(s)”	ordinary share(s) of par value HK\$0.10 each in the share capital of Easyknit International
“EI Shareholders”	holders of the EI Shares
“Easyknit Enterprises”	Easyknit Enterprises Holdings Limited, an exempted company incorporated in Bermuda with limited liability, the shares of which are listed on the Stock Exchange
“Easyknit International”	Easyknit International Holdings Limited, an exempted company incorporated in Bermuda with limited liability, the shares of which are listed on the Stock Exchange
“Fan Property”	the 5/F of Site 1 with a saleable area of approximately 448 square feet and the roof of Site 1
“Fan Provisional Agreement”	the provisional sale and purchase agreement for the sale and purchase of the Fan Property, entered into between the Purchaser and FAN Siu Ying & CHEUNG Cheuk Yu
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Lam Property”	the 4/F of Site 2 with a saleable area of approximately 448 square feet
“Lam Provisional Agreement”	the provisional sale and purchase agreement for the sale and purchase of the Lam Property, entered into between the Purchaser and LAM Chan Fun
“Lee Property”	the 4/F of Site 1 with a saleable area of approximately 448 square feet
“Lee Provisional Agreement”	the provisional sale and purchase agreement for the sale and purchase of the Lee Property, entered into between the Purchaser and LEE Kuen and CHEUNG Cheuk Han Kamily and CHEUNG Cheuk Ling Charing
“Leung Property”	the 1/F of Site 1 with a saleable area of approximately 448 square feet
“Leung Provisional Agreement”	the provisional sale and purchase agreement for the sale and purchase of the Leung Property, entered into

	between the Purchaser and LEUNG Lai Ha and LEUNG Chi Wo Vico
“Listing Rules”	Rules Governing the Listing of Securities on the Stock Exchange
“Liu Property”	the 5/F of Site 2 with a saleable area of approximately 448 square feet and the roof of Site 2
“Liu Provisional Agreement”	the provisional sale and purchase agreement for the sale and purchase of the Liu Property, entered into between the Purchaser and LIU Po Yung
“Properties”	the Leung Property, Tsang Property, Woo Property, Lee Property, Fan Property, Cheng Property, CG Property, Tam Property, Lam Property and Liu Property
“Provisional Agreements”	10 sets of provisional agreements for the sale and purchase of the Properties, mainly referring to: (1) Leung Provisional Agreement; (2) Tsang Provisional Agreement; (3) Woo Provisional Agreement; (4) Lee Provisional Agreement; (5) Fan Provisional Agreement; (6) Cheng Provisional Agreement; (7) CG Provisional Agreement; (8) Tam Provisional Agreement; (9) Lam Provisional Agreement; and (10) Liu Provisional Agreement
“Purchaser”	Chancemore Limited, a company incorporated in the British Virgin Islands and is a wholly-owned subsidiary of Easyknit Enterprises
“Remaining Unit”	G/F of Site 1
“Site 1”	being a part of the Composite Building located at No. 11 Matheson Street, Causeway Bay, Hong Kong with a site area of approximately 918 square feet
“Site 2”	being a part of the Composite Building located at No. 13 Matheson Street, Causeway Bay, Hong Kong with a site area of approximately 918 square feet
“Site 3”	the building comprises of G/F., 1/F to 5/F of No. 15 Matheson Street, Causeway Bay, Hong Kong with a site area of approximately 1,021 square feet
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Tam Property”	the 3/F of Site 2 with a saleable area of approximately 448 square feet
“Tam Provisional	the provisional sale and purchase agreement for the sale

Agreement”	and purchase of the Tam Property, entered into between the Purchaser and TAM Wai Cheung
“Tsang Property”	the 2/F of Site 1 with a saleable area of approximately 448 square feet
“Tsang Provisional Agreement”	the provisional sale and purchase agreement for the sale and purchase of the Tsang Property, entered into between the Purchaser and TSANG Kam Oi Susanna
“Woo Property”	the 3/F of Site 1 with a saleable area of approximately 448 square feet
“Woo Provisional Agreement”	the provisional sale and purchase agreement for the sale and purchase of the Woo Property, entered into between the Purchaser and WOO Hon Wah
“Vendor(s)”	the vendors of the Properties, mainly referring to: (1) LEUNG Lai Ha & LEUNG Chi Wo Vico; (2) TSANG Kam Oi Susanna; (3) WOO Hon Wah; (4) LEE Kuen and CHEUNG Cheuk Han Kamily and CHEUNG Cheuk Ling Charing; (5) FAN Siu Ying and CHEUNG Cheuk Yu; (6) CHENG Yun Nin Elita; (7) City Glory Development Limited; (8) TAM Wai Cheung; (9) LAM Chan Fun; and (10) LIU Po Yung
“%”	per cent.

By Order of the Board
**EASYKNIT ENTERPRISES
HOLDINGS LIMITED**
Kwong Jimmy Cheung Tim
Chairman and Chief Executive Officer

By Order of the Board
**EASYKNIT INTERNATIONAL
HOLDINGS LIMITED**
Kwong Jimmy Cheung Tim
President and Chief Executive Officer

Hong Kong, 19 March 2015

As at the date hereof, the board of EE Directors comprises Mr. Kwong Jimmy Cheung Tim, Ms. Lui Yuk Chu and Ms. Koon Ho Yan Candy as executive directors; Mr. Tse Wing Chiu Ricky and Mr. Lai Law Kau as non-executive directors; and Mr. Kan Ka Hon, Mr. Lau Sin Ming and Mr. Foo Tak Ching as independent non-executive directors.

As at the date hereof, the board of EI Directors comprises Mr. Kwong Jimmy Cheung Tim, Ms. Lui Yuk Chu and Ms. Koon Ho Yan Candy as executive directors; Mr. Tse Wing Chiu Ricky and Mr. Lai Law Kau as non-executive directors; and Mr. Tsui Chun Kong, Mr. Jong Koon Sang and Mr. Hon Tam Chun as independent non-executive directors.