

The whole of this document must be returned to be valid.  
本文件必須整份交還，方為有效。

Form A  
表格甲

Provisional Allotment Letter No.  
暫定配額通知書編號

IMPORTANT  
重要提示

REFERENCE IS MADE TO THE PROSPECTUS (THE "PROSPECTUS") DATED 29 JULY 2015 ISSUED BY ETERNITY INVESTMENT LIMITED. CAPITALISED TERMS USED HEREIN SHALL HAVE THE SAME MEANING AS THOSE DEFINED IN THE PROSPECTUS, UNLESS THE CONTEXT OTHERWISE REQUIRES.

茲提述 ETERNITY INVESTMENT LIMITED 永恒策略投資有限公司\*所刊發日期為二零一五年七月二十九日之招股章程(「招股章程」)。除文義另有所指外，於本文件所用詞彙與招股章程內所界定者具有相同涵義。

IF YOU ARE IN DOUBT ABOUT ANY OF THE CONTENTS OF THE PROSPECTUS AND THIS PAL OR AS TO THE ACTION TO BE TAKEN, YOU SHOULD CONSULT YOUR LICENSED SECURITIES DEALER, REGISTERED INSTITUTION IN SECURITIES, BANK MANAGER, SOLICITOR, PROFESSIONAL ACCOUNTANT OR OTHER PROFESSIONAL ADVISER.

閣下如對招股章程及本暫定配額通知書任何內容或應採取之行動有疑問，應諮詢閣下之持牌證券交易商、註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

THIS PAL IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS PAL AND THE ACCOMPANYING FORM OF APPLICATION FOR EXCESS RIGHTS SHARES EXPIRES AT 4:00 P.M. ON WEDNESDAY, 12 AUGUST 2015.

本暫定配額通知書具有價值及可轉讓，務請閣下立即處理。本暫定配額通知書及隨附之額外申請表格所載之要約之有效期於二零一五年八月十二日(星期三)下午四時正屆滿。

DEALINGS IN THE SHARES AND THE RIGHTS SHARES IN THEIR NIL-PAID AND FULLY-PAID FORMS MAY BE SETTLED THROUGH CCASS AND YOU SHOULD CONSULT YOUR LICENSED SECURITIES DEALER, REGISTERED INSTITUTION IN SECURITIES, 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.

股份及未繳股款及繳足股款供股股份之買賣可透過中央結算系統進行交易，有關交收安排之詳情及該等安排可能對閣下權利及權益之影響，應諮詢閣下之持牌證券交易商、註冊證券機構、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, HAVING ATTACHED THERETO THE DOCUMENTS SPECIFIED IN THE PARAGRAPH HEADED "15. DOCUMENTS DELIVERED TO THE REGISTRAR OF COMPANIES IN HONG KONG" IN APPENDIX III TO THE PROSPECTUS, HAVE BEEN REGISTERED WITH THE REGISTRAR OF COMPANIES IN HONG KONG PURSUANT TO SECTION 342C OF THE COMPANIES (WINDING UP AND MISCELLANEOUS PROVISIONS) ORDINANCE (CHAPTER 32 OF THE LAWS OF HONG KONG), NEITHER THE SFC NOR THE REGISTRAR OF COMPANIES IN HONG KONG TAKES ANY RESPONSIBILITY FOR THE CONTENTS OF ANY OF THE PROSPECTUS DOCUMENTS.

各章程文件(連同招股章程附錄三「15. 送呈香港公司註冊處處長之文件」一段所述文件)已遵照公司(清盤及雜項條文)條例(香港法例第32章)第342C條之規定向香港公司註冊處處長登記。證監會及香港公司註冊處處長對任何章程文件之內容概不負責。

HONG KONG EXCHANGES AND CLEARING LIMITED, THE STOCK EXCHANGE AND HKSCC TAKE NO RESPONSIBILITY FOR THE CONTENTS OF THIS PAL, 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 PAL.

香港交易及結算有限公司、聯交所及香港結算對本暫定配額通知書之內容概不負責，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暫定配額通知書之全部或部分內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。

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 SETTLEMENT 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批准於聯交所上市及買賣以及遵守香港結算之股份接納規定後，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，自未繳股款及繳足股款供股股份開始於聯交所買賣日期或香港結算釐定之其他日期起，可於中央結算系統內寄存、結算及交收。聯交所參與者之間於任何交易日進行之交易，須於其後第二個交收日於中央結算系統內交收。所有中央結算系統內之活動均須遵守不時生效之中央結算系統一般規則及中央結算系統運作程序規則進行。



ETERNITY INVESTMENT LIMITED

永恒策略投資有限公司\*

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(Stock Code: 764)

(股份代號: 764)

RIGHTS ISSUE ON THE BASIS OF ONE RIGHTS SHARE FOR EVERY ONE EXISTING SHARE HELD ON THE RECORD DATE PAYABLE IN FULL ON ACCEPTANCE BY NO LATER THAN 4:00 P.M. ON WEDNESDAY, 12 AUGUST 2015  
按於記錄日期每持有一股現有股份獲發一股供股股份之基準進行供股  
供股股款最遲須於二零一五年八月十二日(星期三)下午四時正接納時繳足

PROVISIONAL ALLOTMENT LETTER  
暫定配額通知書

Branch share registrar and transfer office in Hong Kong:  
香港股份過戶登記分處:

Tricor Standard Limited  
Level 22, Hopewell Centre  
183 Queen's Road East  
Hong Kong

卓佳標準有限公司  
香港  
皇后大道東183號  
合和中心22樓

Registered office:  
註冊辦事處:

Clarendon House  
2 Church Street  
Hamilton HM 11  
Bermuda

Head office and principal place of business in Hong Kong:  
總辦事處及香港主要營業地點:

Unit 3811  
Shun Tak Centre, West Tower  
168-200 Connaught Road Central  
Hong Kong

香港  
干諾道中168-200號  
信德中心西座  
3811室

29 July 2015  
二零一五年七月二十九日

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

Blank area for shareholder name and address.

Total number of Shares registered in your name(s) on Tuesday, 28 July 2015  
於二零一五年七月二十八日(星期二)登記於閣下名下之股份總數

Box A  
甲欄

Number of Rights Shares provisionally allotted to you subject to payment in full on acceptance by no later than 4:00 p.m. on Wednesday, 12 August 2015.  
暫定配發予閣下之供股股份數目，股款最遲須於二零一五年八月十二日(星期三)下午四時正接納時繳足。

Box B  
乙欄

Total subscription monies payable  
應繳總購款項總額

Box C  
丙欄  
HK\$  
港元

Contact telephone no. 聯絡電話: \_\_\_\_\_

TO ACCEPT THIS PROVISIONAL ALLOTMENT OF THE RIGHTS SHARES IN FULL, YOU MUST LODGE THIS PAL INTACT WITH THE REGISTRAR, TRICOR STANDARD LIMITED AT LEVEL 22, HOPEWELL CENTRE, 183 QUEEN'S ROAD EAST, HONG KONG, TOGETHER WITH A REMITTANCE IN HONG KONG DOLLARS FOR THE FULL AMOUNT SHOWN IN BOX C ABOVE SO AS TO BE RECEIVED BY NOT LATER THAN 4:00 P.M. ON WEDNESDAY, 12 AUGUST 2015. ALL REMITTANCES MUST BE MADE IN HONG KONG DOLLARS EITHER BY CHEQUE DRAWN ON A BANK ACCOUNT WITH, OR BY A CASHIER'S ORDER ISSUED BY, A LICENSED BANK IN HONG KONG. ALL SUCH CHEQUES OR CASHIER'S ORDERS MUST BE MADE PAYABLE TO "ETERNITY INVESTMENT LIMITED — RIGHTS ISSUE ACCOUNT" AND CROSSED "ACCOUNT PAYEE ONLY", INSTRUCTIONS ON TRANSFER AND SPLITTING ARE SET OUT OVERLEAF. NO RECEIPT WILL BE GIVEN FOR SUCH REMITTANCES.

閣下如全數接納此供股股份之暫定配額，必須將本暫定配額通知書整份連同以港元繳付之上列丙欄所示全數款項，於二零一五年八月十二日(星期三)下午四時正前送達過戶登記處卓佳標準有限公司(地址為香港皇后大道東183號合和中心22樓)。所有款項須以港元繳付，並須以香港之持牌銀行戶口開出之支票或香港之持牌銀行發出之銀行本票支付。所有該等支票或銀行本票須註明抬頭人為「ETERNITY INVESTMENT LIMITED — RIGHTS ISSUE ACCOUNT」，並須以「只准入抬頭人賬戶」方式劃線開出，而有關轉讓及分拆之指示載於背頁。而繳款將不會獲發收據。

SHARES HAVE BEEN DEALT IN ON AN EX-ENTITLEMENT BASIS FROM MONDAY, 20 JULY 2015. DEALINGS IN THE RIGHTS SHARES IN THEIR NIL-PAID FORM WILL TAKE PLACE FROM FRIDAY, 31 JULY 2015 TO FRIDAY, 7 AUGUST 2015 (BOTH DATES INCLUSIVE). IF THE CONDITIONS OF THE RIGHTS ISSUE ARE NOT FULFILLED AT OR BEFORE THE LATEST TIME FOR TERMINATION (OR SUCH LATER TIME OR DATE AS THE COMPANY AND THE UNDERWRITER MAY AGREE IN WRITING), OR IF THE UNDERWRITER TERMINATES THE UNDERWRITING AGREEMENT IN ACCORDANCE WITH THE TERMS THEREOF PRIOR TO THE LATEST TIME FOR TERMINATION, THE RIGHTS ISSUE WILL NOT PROCEED. ANY SHAREHOLDERS OR OTHER PERSONS CONTEMPLATING DEALING IN THE SHARES AND/OR THE RIGHTS SHARES IN THEIR NIL-PAID FORM PRIOR TO THE DATE ON WHICH CONDITIONS OF THE RIGHTS ISSUE ARE FULFILLED OR THE DATE ON WHICH THE UNDERWRITER'S RIGHT OF TERMINATION OF THE UNDERWRITING AGREEMENT CEASES, ARE ACCORDINGLY SUBJECT TO THE RISK THAT THE RIGHTS ISSUE MAY NOT BECOME UNCONDITIONAL OR MAY NOT PROCEED. ANY SHAREHOLDERS OR OTHER PERSONS CONTEMPLATING ANY DEALINGS IN THE SHARES AND/OR THE RIGHTS SHARES IN THEIR NIL-PAID FORM ARE RECOMMENDED TO CONSULT THEIR OWN PROFESSIONAL ADVISERS.

股份已自二零一五年七月二十日(星期一)起按除權基準買賣。未繳股款供股股份將自二零一五年七月三十一日(星期五)起至二零一五年八月七日(星期五)(包括首尾兩天)進行買賣。倘於最後終止時間(或本公司與包銷商可能書面協定之較後時間或日期)之前，任何供股條件未能達成，或倘包銷商於最後終止時間前根據包銷協議所載之條款終止包銷協議，供股將不會進行。於直至供股之所有條件獲達成日期前或於包銷協議項下包銷商的終止權終止之日期買賣股份及/或未繳股款供股股份之任何股東或其他人士，將相應承擔供股可能不會成為無條件或可能不會進行之風險。擬買賣股份及/或未繳股款供股股份之任何股東或其他人士應諮詢彼等之專業顧問。

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 ACCEPTANCES FOR 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 THE CASE OF JOINT ACCEPTANCES, TO THE FIRST-NAMED PERSON WITHOUT INTEREST, BY MEANS OF CHEQUES DESPATCHED IN THE ORDINARY POST AT THE RISK OF SUCH QUALIFYING SHAREHOLDERS TO THE REGISTERED ADDRESS OR SUCH OTHER PERSONS ON OR BEFORE MONDAY, 24 AUGUST 2015.

倘包銷商行使權利終止或撤銷包銷協議或倘供股條件未能達成，則就接納供股股份所收取之款項將於二零一五年八月二十四日(星期一)或之前不計利息以支票方式退還予合資格股東或已獲有效轉讓未繳股款供股股份之其他人士(倘為聯名接納人，則為名列首位之人士)，並以平郵寄往彼等之登記地址。郵誤風險概由該等合資格股東或該等其他人士承擔。

\* For identification purpose only  
(僅供識別)

IN THE EVENT OF TRANSFER OF RIGHTS TO SUBSCRIBE FOR RIGHTS SHARES, HONG KONG 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 HONG KONG AD VALOREM STAMP DUTY. EVIDENCE OF PAYMENT OF HONG KONG AD VALOREM STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF ANY TRANSFER OF THE ENTITLEMENTS TO THE RIGHTS SHARES REPRESENTED BY THIS DOCUMENT.

在轉讓認購供股股份之權利時，每宗買賣均須繳付香港從價印花稅。除出售以外，餽贈或轉讓實益擁有之權益亦須繳付香港從價印花稅。在本文件所指之任何供股股份配額轉讓登記之前，須出示已繳付香港從價印花稅之證明。

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 its/his/her/their right(s) to subscribe for the Rights Shares comprised herein)  
(僅供有意轉讓其於本通知書所涉及認購供股股份之全部權利之合資格股東填寫及簽署)

To: The Directors  
**Eternity Investment Limited**  
致： **Eternity Investment Limited** 永恒策略投資有限公司\*  
列位董事 台照

Dear Sirs,  
敬啟者：  
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.  
本人/吾等謹將本暫定配額通知書所列本人/吾等認購供股股份之全部權利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) 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: Hong Kong Ad Valorem stamp duty is payable by the transferor(s) in connection with the transfer of the rights to subscribe for the Rights Shares.  
附註：轉讓人轉讓有關供股股份認購權時須支付香港從價印花稅。

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 has/have been transferred)  
(僅供已獲轉讓認購供股股份之權利之人士填寫及簽署)

To: The Directors  
**Eternity Investment Limited**  
致： **Eternity Investment Limited** 永恒策略投資有限公司\*  
列位董事 台照

Dear Sirs,  
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 set out in this PAL and the Prospectus and subject to the memorandum of association and the 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數目之供股股份登記於本人/吾等名下。本人/吾等同意按照本暫定配額通知書及供股章程所載之條款，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股份。

			Existing Shareholder(s) Please mark "X" in this box 現有股東請於欄內填上「X」符號	
To be completed in block letters in <b>ENGLISH</b> . Joint applicants should give the address of the first-named applicant only. For Chinese applicant(s), please provide your name(s) in both English and Chinese. 請用英文大楷填寫。聯名申請人僅須填寫排名首位之申請人之地址。中國籍申請人請同時填寫中英文姓名。				
Name in English 英文姓名	Family name or company name 姓氏或公司名稱	Other names 名字	Name in Chinese 中文姓名	
Name continuation and/or names of joint applicant(s) (if any) 申請人續姓名及/或聯名申請人姓名(如有)				
Address in English 英文地址 (Joint applicants should give the address of the first-named applicant only 聯名申請人僅須填寫排名首位之申請人之地址)				
Occupation 職業		Tel. 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. 銀行賬戶號碼	

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

Date 日期: \_\_\_\_\_ 2015

Note: Hong Kong Ad Valorem stamp duty is payable by the transferee(s) in connection with the acceptance of the rights to subscribe for the Rights Shares.  
附註：承讓人接納有關供股股份認購權時須支付香港從價印花稅。

\* For identification purpose only  
僅供識別



# ETERNITY INVESTMENT LIMITED

(Incorporated in Bermuda with limited liability)

(Stock Code: 764)

29 July 2015

Dear Qualifying Shareholder(s),

## INTRODUCTION

Reference is made to the prospectus (the "Prospectus") dated 29 July 2015 issued by Eternity Investment Limited. Capitalised terms used herein shall have the same meaning as those defined in the Prospectus, unless the context otherwise requires.

In accordance with the terms set out in the Prospectus accompanying this PAL despatched to the Qualifying Shareholders, the Directors have provisionally allotted to you the Rights Shares on the basis of one (1) Rights Share for every one (1) existing Share registered in your name on the register of members of the Company as at the Record Date (i.e. Tuesday, 28 July 2015). Your holding of the 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.

Any Rights Shares provisionally allotted but not accepted, will be available for excess applications by the Qualifying Shareholders using the accompanying form of application for excess Rights Shares.

The Rights Shares, when allotted, issued and 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 by reference to a record date after the date of allotment of the Rights Shares in their fully-paid form.

The Prospectus Documents have not been and will not be registered and/or filed under any applicable securities legislation of any jurisdictions other than Hong Kong.

Save as described under the paragraph headed "Rights of Overseas Shareholders" in the Prospectus, no action has been taken to permit the offering of the Rights Shares or the distribution of the Prospectus Documents in any jurisdiction other than Hong Kong. Accordingly, no person receiving the Prospectus Documents in any jurisdiction outside Hong Kong may treat it as an offer or invitation to apply for the Rights Shares, unless in a jurisdiction where such an offer or invitation could lawfully be made without compliance with any registration or other legal and regulatory requirements thereof. It is the responsibility of anyone receiving the Prospectus Documents outside Hong Kong wishing to make an application for the Rights Shares to satisfy himself/herself/herselves, as to the full observance of the laws and regulations of all relevant jurisdictions, including the obtaining of any governmental or other consents and to pay any taxes and duties required to be paid in such jurisdiction in connection therewith. The Company reserves the right to refuse to accept any application for the Rights Shares where it believes that doing so would violate the applicable securities legislation or other laws or regulations of any jurisdiction. No application for the Rights Shares will be accepted from any person who is a Prohibited Shareholder (if any).

## TERMINATION OF THE UNDERWRITING AGREEMENT

If, prior to the Latest Time for Termination:

- (a) in the absolute opinion of the Underwriter, the success of the Rights Issue would be materially and adversely affected by:
  - (i) 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 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
  - (ii) 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 (whether or not *eiusdem 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 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 materially and adversely prejudice the success of the Rights Issue or otherwise makes it inexpedient or inadvisable to proceed with the Rights Issue; or
  - (iii) save for any suspension in connection with the clearance of the announcement(s) or circular(s) relating to the First Transaction and the Second Transaction, the imposition of any moratorium, suspension or material restriction on trading of the Shares on the Stock Exchange due to exceptional financial circumstances or otherwise; or
- (b) any material adverse change in market conditions (including without limitation, any change in fiscal or monetary policy, or foreign exchange or currency markets, suspension or material restriction on trading in securities) occurs which in the 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
- (c) there is any change in the circumstances of the Company or any member of the Group which in the 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
- (d) 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
- (e) save and except for the First Transaction and the Second Transaction, any other material adverse change in the business or the financial or trading position or prospects of the Group as a whole whether or not *eiusdem generis* with any of the foregoing; or
- (f) the Prospectus Documents in connection with the Rights Issue when published contain information (either as to business prospects or the financial 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 may in the absolute opinion of the Underwriter be material to the Group as a whole and is likely to affect materially and adversely the success of the Rights Issue or might cause a reasonably prudent investor not to apply for its assured entitlements of Rights Shares under the Rights Issue; or
- (g) 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 absolute opinion of the Underwriter, a material omission in the context of the Rights Issue; or
- (h) any suspension in the trading of securities generally or the Company's securities on the Stock Exchange for a period of more than ten consecutive Business Days, excluding any suspension in connection with the clearance of the Announcement, or the Prospectus Documents or other announcements or circulars in connection with the Rights Issue and/or the First Transaction and the Second Transaction,

the Underwriter shall be entitled by notice in writing to the Company, served prior to the Latest Time for Termination, to terminate the Underwriting Agreement.

The Underwriter shall be entitled by notice in writing to rescind the Underwriting Agreement if prior to the Latest Time for Termination:

- (a) any material breach of any of the representations, warranties or undertakings contained in the Underwriting Agreement comes to the knowledge of the Underwriter; or
- (b) any event occurs or matter arises on or after the date of the Underwriting Agreement and prior to the Latest Time for Termination which if it had occurred or arisen before the date of the Underwriting Agreement would have rendered any of the warranties contained thereof untrue or incorrect in any material respect and which comes to the knowledge of the Underwriter.

Any such notice shall be served by the Underwriter prior to the Latest Time for Termination.

Upon the giving of notice in accordance with the above, the Underwriting Agreement shall terminate and the obligations of the parties shall forthwith cease and be null and void and none of the parties shall, save in respect of any right or liability accrued before such termination, have any right against or liability towards any of the other parties arising out of or in connection with the Underwriting Agreement.

## PROCEDURE FOR ACCEPTANCE AND PAYMENT

To take up your provisional allotment of Rights Shares in full, you must lodge the whole of this PAL intact with the Registrar, Tricor Standard Limited at Level 22, Hopewell Centre, 183 Queen's Road East, 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 no later than 4:00 p.m. on Wednesday, 12 August 2015. This will constitute acceptance of the provisional allotment of Rights Shares on the terms of this PAL and the Prospectus and subject to the memorandum of association and the bye-laws of the Company. All remittances must be made in Hong Kong dollars by cheques which must be drawn on a bank account with, or by cashier's orders which must be issued by, a licensed bank in Hong Kong and made payable to "Eternity Investment Limited — Rights Issue Account" and crossed "Account Payee Only". No receipt will be given for such remittances. It should be noted that unless this PAL, duly completed, together with the appropriate remittance shown in Box C, have been received as described above by no later than 4:00 p.m. on Wednesday, 12 August 2015, whether lodged by the original allottee or any person in whose favour the rights have been validly transferred, this provisional allotment and all rights to subscribe for the Rights Shares hereunder will be deemed to have been declined and will be cancelled. The Company may (at its sole discretion) treat a PAL as valid and binding on the person(s) by whom or on whose behalf it is lodged even if it is 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. Completion and return of this PAL will constitute a warranty and representation to the Company that all registration, legal and regulatory requirements of all relevant jurisdictions other than Hong Kong, in connection with the PAL and any acceptance of it, have been, or will be, duly complied with. For the avoidance of doubt, neither HKSCC nor HKSCC Nominees Limited is subject to any of the representations and warranties.

**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 transferee(s) 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 at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, so as to be received by no later than 4:00 p.m. on Wednesday, 12 August 2015. All remittances must be made in Hong Kong dollars by cheques which must be drawn on a bank account with, or by cashier's orders which must be issued by, a licensed bank in Hong Kong and made payable to "Eternity Investment Limited — Rights Issue Account" and crossed "Account Payee Only". It should be noted that Hong Kong Ad Valorem stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares to the transferee(s) 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 to you hereunder or to transfer your rights to more than one person, the original PAL must be split and lodged for cancellation by no later than 4:30 p.m. on Tuesday, 4 August 2015 to the Registrar at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, who will cancel the original PAL and issue new PALs in the denominations required, which will be available for collection at the Registrar at the above address after 9:00 a.m. on the second Business Day after your surrender of the original PAL.

## APPLICATION FOR EXCESS RIGHTS SHARES

If you wish to apply for any Rights Shares in addition to those provisionally allotted to you, you should complete and sign the accompanying form of application for excess Rights Shares and lodge it, together with a separate remittance for the amount payable on application in respect of the excess Rights Shares applied for, in accordance with the instructions set out therein, with the Registrar at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong, so as to be received by no later than 4:00 p.m. on Wednesday, 12 August 2015. All remittances must be made in Hong Kong dollars by cheques which must be drawn on a bank account with, or cashier's orders which must be issued by, a licensed bank in Hong Kong and made payable to "Eternity Investment Limited — Excess Application Account" and crossed "Account Payee Only". No receipt will be given for such remittances.

It should be noted that the allotment of excess Rights Shares, if any, will be made at the discretion of the Directors on a fair and equitable basis. Please refer to the Prospectus for further details. There is no guarantee that the Company will allot and issue any excess Rights Shares that you have applied for.

## CHEQUES AND CASHIER'S ORDERS

All cheques and cashier's orders will be presented for payment immediately upon receipt and all interest earned on such monies will be retained for the benefit of the Company. Completion and return of a PAL with a cheque and/or cashier's order, whether by you or by any nominated transferee, will constitute a warranty by you or the nominated transferee that the cheque or cashier's order will be honoured on first presentation. Without prejudice to the other rights of the Company, the Company reserves the right to reject any PAL in respect of which the accompanying cheque or cashier's order is dishonoured on first presentation, and, in such event, the relevant provisional allotment and all rights and entitlements will be deemed to have been declined and will be cancelled.

## SHARE CERTIFICATES AND REFUND

It is expected that the share certificates for the fully-paid Rights Shares and/or excess Rights Shares will be posted by the Registrar to the allottees by ordinary post at their own risk to their registered addresses on or before Monday, 24 August 2015.

You will receive one share certificate for all the fully-paid Rights Shares and/or excess Rights Shares allotted and issued to you.

Refund cheques in respect of wholly or partially unsuccessful applications for the excess Rights Shares (if any) are expected to be posted on or before Monday, 24 August 2015 by ordinary post to the applicants, at their own risk, to their registered address.

If the Underwriter exercises the right to terminate or rescind the Underwriting Agreement or if any of the conditions of the Rights Issue is not fulfilled, the monies received in respect of acceptance for 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 the 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 or such other persons to their registered address on or before Monday, 24 August 2015.

## EFFECT OF BAD WEATHER

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 time before 12:00 noon and no longer in force after 12:00 noon on Wednesday, 12 August 2015, the Latest Acceptance Date will be extended to 5:00 p.m. on the same Business Day; or
- (ii) in force in Hong Kong at any time between 12:00 noon and 4:00 p.m. on Wednesday, 12 August 2015, the Latest Acceptance Date 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..

## GENERAL

Lodgment 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 PALs and/or the share certificates for the fully-paid Rights Shares.

This PAL and any acceptance of the provisional allotment pursuant to it shall be governed by, and construed in accordance with, the laws of Hong Kong.

Further copies of the Prospectus giving details of the Rights Issue are available from the Registrar at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong during normal business hours.

## PERSONAL DATA COLLECTION — PAL

By completing, signing and submitting the forms accompanying this PAL, you agree to disclose to the Company, the Registrar and/or their respective advisers and agents personal data and any information which they require about you or the person(s) for whose benefit you have made the acceptance of the provisional allotment of Rights Shares. The Personal Data (Privacy) Ordinance provides the holders of securities with rights to ascertain whether the Company or the Registrar holds their personal data, to obtain a copy of that data and to correct any data that is inaccurate. In accordance with the Personal Data (Privacy) Ordinance, the Company and the Registrar have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Company, at its head office and principal place of business in Hong Kong at Unit 3811, Shun Tak Centre, West Tower, 168-200 Connaught Road Central, Hong Kong or as notified from time to time in accordance with applicable law, for the attention of the Company Secretary, or (as the case may be) to the Registrar at Level 22 Hopewell Centre, 183 Queen's Road East, Hong Kong, for the attention of the Privacy Compliance Officer.

Yours faithfully,  
For and on behalf of  
**Eternity Investment Limited**  
Lei Hong Wai  
Chairman