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JOINT ANNOUNCEMENT



**EASYKNIT INTERNATIONAL
HOLDINGS LIMITED**
永義國際集團有限公司
(Incorporated in Bermuda with limited liability)
(Stock Code: 1218)



EMINENCE ENTERPRISE LIMITED
高山企業有限公司
(Incorporated in Bermuda with limited liability)
(Stock Code: 616)

**VERY SUBSTANTIAL
ACQUISITION
AND
RESUMPTION OF TRADING**

**CONNECTED TRANSACTION,
VERY SUBSTANTIAL DISPOSAL
AND
RESUMPTION OF TRADING**

SALE AND PURCHASE AGREEMENT

On 5 November 2020 (after trading hours), Easyknit and Eminence entered into the Sale and Purchase Agreement, pursuant to which, among other things, Easyknit conditionally agreed to purchase, and Eminence conditionally agreed to sell, the entire issued shares of Company A and Company B, and Eminence agreed to procure the assignment of the Sale Loans to Easyknit, at an aggregate consideration of HK\$1,100,000,000 (subject to adjustments).

LISTING RULES IMPLICATIONS

Easyknit

As one or more of the percentage ratios applicable to the Acquisition exceeds 100%, the Acquisition constitutes a very substantial acquisition for Easyknit which is subject to reporting, announcement and Easyknit Shareholders' approval requirements under Chapter 14 of the Listing Rules.

The Easyknit SGM will be convened to consider and, if thought fit, approve the Sale and Purchase Agreement, the Acquisition and transactions contemplated thereunder.

As none of the Easyknit Shareholders or their associates have any interests in the Sale and Purchase Agreement and the Acquisition different to those of others, no Easyknit Shareholder will be required to abstain from voting in favour of the resolution(s) relating to the Sale and Purchase Agreement and the Acquisition at the Easyknit SGM.

Eminence

As one or more of the percentage ratios applicable to the Disposal exceeds 75%, the Disposal constitutes a very substantial disposal for Eminence which is subject to reporting, announcement and Eminence Shareholders' approval requirements under Chapter 14 of the Listing Rules.

As at the date of this announcement, Easyknit, through Ace Winner, Landmark Profits and Goodco, holds a total of 275,687,665 Eminence Shares, representing approximately 29.60% of the total issued share capital of Eminence and is a substantial shareholder of Eminence and a connected person of Eminence. Accordingly, the Sale and Purchase Agreement and the Disposal constitute a connected transaction of Eminence under Chapter 14A of the Listing Rules, and are therefore subject to the announcement, reporting and Eminence Independent Shareholders' approval requirements pursuant to the Listing Rules.

The Eminence SGM will be convened to consider and, if thought fit, approve the Sale and Purchase Agreement, the Disposal and transactions contemplated thereunder. Easyknit, Ace Winner, Landmark Profits and Goodco, together with their respective associates, will abstain from voting in respect of the resolution(s) approving the Sale and Purchase Agreement and the Disposal at the Eminence SGM.

The Eminence Independent Board Committee (comprising all the independent non-executive Eminence Directors) has been established to give recommendations to the Eminence Independent Shareholders on the Sale and Purchase Agreement and the Disposal. An Eminence Independent Financial Adviser will be appointed in due course to advise and give recommendations to the Eminence Independent Board Committee and the Eminence Independent Shareholders in respect of the Sale and Purchase Agreement and the Disposal.

GENERAL

A joint circular containing, among other matters, (i) details of the Sale and Purchase Agreement; (ii) financial information on the Easyknit Group; (iii) financial information on the Eminence Group; (iv) an independent property valuation report on the Properties; (v) a letter from the Eminence Independent Board Committee containing its recommendations to the Eminence Independent Shareholders; (vi) a letter of recommendation from the Eminence Independent Financial Adviser containing its advice to the Eminence Independent Board Committee and the Eminence Independent Shareholders; (vii) a notice of the Easyknit SGM; and (viii) a notice of the Eminence SGM, will be despatched to the Easyknit Shareholders and the Eminence Shareholders respectively on or before 5 January 2021.

The Sale and Purchase Agreement is subject to, among other things, the approval of the Easyknit Shareholders and the approval of the Eminence Independent Shareholders. Shareholders and potential investors in Easyknit should exercise caution when dealing in or investing in the securities of Easyknit. Shareholders and potential investors in Eminence should exercise caution when dealing in or investing in the securities of Eminence.

TRADING HALTS AND RESUMPTION OF TRADING

At the request of Easyknit, trading in Easyknit Shares on the Stock Exchange was halted at 9:00 a.m. on Friday, 6 November 2020 pending the release of this announcement. Application has been made by Easyknit to the Stock Exchange for resumption of trading in Easyknit Shares on the Stock Exchange with effect from 9:00 a.m. on Tuesday, 10 November 2020.

At the request of Eminence, trading in Eminence Shares on the Stock Exchange was halted at 9:00 a.m. on Friday, 6 November 2020 pending the release of this announcement. Application has been made by the Eminence to the Stock Exchange for resumption of trading in Eminence Shares on the Stock Exchange with effect from 9:00 a.m. on Tuesday, 10 November 2020.

Reference is made to the Announcements and the Circular of Eminence. Terms used herein and defined in the Circular have the same meanings as defined in the Announcements and the Circular unless otherwise defined herein.

SALE AND PURCHASE AGREEMENT

Date and Parties

Date: 5 November 2020 (after trading hours)

Seller: Eminence

Purchaser: Easyknit

Assets to be acquired and disposed of

Sale Shares: the entire issued share capital of Company A and Company B

Sale Loans: each of the shareholders' loan(s) owing by Company A and Company B to Eminence at Completion

As at 30 September 2020, the shareholders' loans owing by Company A and Company B to Eminence were HK\$483,771,932 and HK\$199,069,434 respectively.

Pursuant to the Sale and Purchase Agreement, amongst other things, Easyknit conditionally agreed to purchase, and Eminence conditionally agreed to sell, the Sale Shares and the Sale Loans at the Consideration.

The Sale and Purchase Agreement is conditional on Eminence's bid for Property B and the Remaining Unit in the Auction being successful. If the Auction fails, Eminence and Easyknit will not proceed with the Sale and Purchase Agreement.

Background

On 6 April 2020, Company B (as buyer) entered into an agreement for sale and purchase with Ng Kwai Tung (as seller) in relation to the sale and purchase of the entire issued share capital of and a shareholder's loan owing by Nice Able which, together with its subsidiary, Success Mark, are the respective registered owners of Property B. The original acquisition cost was HK\$298,865,992. Completion of the acquisition of Nice Able took place on 22 June 2020. Details of the acquisition can be found in the Circular.

On 18 August 2020, Eminence filed an application to the Lands Tribunal pursuant to the Ordinance for an order to sell all the undivided shares of No. 93 Building and No. 95 Building (including those owned by the Group, as required by the Ordinance) for the purposes of the redevelopment of the entire Sites, with the intention to bid in the Auction and acquire the Remaining Unit held by the Registered Owners, representing approximately 8.33% of the undivided shares of No. 93 Building and No. 95 Building in aggregate. On 14 October 2020, the Hearing of the Lands Tribunal for the application for an order for sale has been set on 12 and 13 January 2021 and, after the Hearing, it is expected the Lands Tribunal will, inter alia, make an order for the sale of No. 93 Building and No. 95 Building by public auction and set a reserve price and date for the Auction. Eminence may seek to effect some or all of the Possible Acquisition by agreement with the Registered Owner(s) before the order for sale. The transfer of shares of companies owning the Properties from Eminence to Easyknit will not impact the application for sale order.

The Properties

- (i) The sole material asset of Company A (through wholly-owned subsidiaries) is Property A, which comprises all that piece or parcel of ground registered in the Land Registry as Sub-Section 9, Sub-Section 3, Sub-Section 8 and Sub-Section 1 of Section A of Marine Lot No. 245 together with the messuages erections and buildings erected or to be erected thereon known as 1B, 1C, 1D and 1E Davis Street, Kennedy Town, Hong Kong. Property A was completed in 1962. The saleable area and registered site area of Property A are approximately 16,876 sq. ft. and approximately 4,940 sq. ft. respectively; and
- (ii) the sole material asset of Company B (through wholly-owned subsidiaries) is Property B, which comprises approximately 91.67% of the equal undivided shares in all that piece or parcels of ground registered in the Land Registry as The Remaining Portion of Section A of Marine Lot No. 245 and Sub-Section 7 of Section A of Marine Lot No. 245 together with messuages, erections and buildings known as 93 and 95 Catchick Street, Hong Kong (except for the Remaining Unit). Property B was completed in 1962. The saleable area and registered site area of Property B are approximately 6,691 sq. ft. and approximately 2,183 sq. ft. respectively.

These comprise the Properties.

The total saleable area and registered site area of the combined sites of the Properties including the Remaining Unit are approximately 24,224 sq. ft. and approximately 7,123 sq. ft. respectively.

Consideration

The Consideration for the sale and purchase of the Sale Shares and the assignment of the Sale Loans under the Sale and Purchase Agreement shall be HK\$1,100,000,000 (subject to adjustments), which is apportioned as follows:

- (i) the price for the assignment of the Sale Loans shall be the face value of the total outstanding amount of the Sale Loans as at Completion (the “**Loans Consideration**”); and
- (ii) the price for the sale of the Sale Shares shall be the amount of the Consideration less the price payable for the assignment of the Sale Loans (the “**Shares Consideration**”).

The Consideration is based on a sale and acquisition of all of the Properties and the Remaining Unit. The Consideration will not be affected by the winning bid at the Auction since it is based on the current valuation of the Properties and the Remaining Unit. However, the Consideration will be adjusted by deducting therefrom a sum equal to the amount of the Bank Loans outstanding as at the Completion Date on a dollar for dollar basis.

- (a) The Consideration shall be paid by the Purchaser to the Seller in the following manner:
 - (i) a sum of HK\$10,000,000 (the “**Deposit**”) was paid by the Purchaser to the Seller by way of refundable deposit upon signing of the Sale and Purchase Agreement; and
 - (ii) the remaining balance of the Consideration (subject to the adjustments referred to above) (the “**Balance**”) is to be paid by the Purchaser to the Seller on the Completion Date. The Deposit shall automatically form part of the Consideration payable by Easyknit to Eminence at Completion.
- (b) Not less than five (5) Business Days before the Completion Date, Eminence shall notify Easyknit or Easyknit’s lawyers of the Loans Consideration and the Shares Consideration.

The Consideration was determined after arm’s length negotiations between Eminence and Easyknit taking into account their respective perceptions of the property market and the valuation of the Properties and the Remaining Unit. The Easyknit Board is of the view that the Consideration is fair and reasonable and in the interests of Easyknit and its shareholders as a whole. The Eminence Board is of the view that the Consideration is fair and reasonable and in the interests of Eminence and its shareholders as a whole.

The Consideration will be financed mainly by bank loans and internal resources of the Easyknit Group.

Mortgages

Property A and Property B are subject to mortgages in favour of Hang Seng Bank Limited and The Bank of East Asia, Limited, both of which are Independent Third Parties, to secure the Bank Loans. As at 30 September 2020, the outstanding loan principal amount plus accrued interest owed by Company A to Hang Seng Bank Limited was HK\$280,655,826 and that owed by Company B to The Bank of East Asia, Limited was HK\$92,757,632.

Conditions precedent

Completion of the Sale and Purchase Agreement is conditional upon the fulfilment of the following conditions:

- (i) Easyknit having completed its due diligence review on the business, financial, legal and other aspects of Company A and Company B, the respective subsidiaries of Company A and Company B and the Properties and being reasonably satisfied with the results thereof;
- (ii) Eminence having obtained the requisite approval from the Eminence Independent Shareholders in relation to the sale of the Sale Shares and assignment of the Sale Loans as required under the Listing Rules;
- (iii) Easyknit having obtained the requisite approval from the Easyknit Shareholders in relation to the purchase of the Sale Shares and assignment of the Sale Loans as required under the Listing Rules; and
- (iv) Company B or its subsidiary having made the winning bid (or otherwise acquired the right to 100% legal ownership of Nos. 93 and 95 Catchick Street, Hong Kong) at the Auction pursuant to the Ordinance.

Conditions (ii) and (iii) above cannot be waived. In the event that condition (i) above is not fulfilled (or waived by Easyknit) at or before the Long Stop Date, Easyknit may elect to terminate the Sale and Purchase Agreement in which case, save for the return of the Deposit (which shall be returned without any interest or cost) all rights, obligations and liabilities of the parties under the Sale and Purchase Agreement shall terminate and neither of the parties shall have any claim against the other in respect of the Sale and Purchase Agreement but without prejudice to the accrued rights and obligations of the parties before that termination.

Completion

Completion of the Sale and Purchase Agreement shall take place at such venue to be agreed between Eminence and Easyknit on (i) the date which is ten (10) Business Days after the fulfilment or, waiver of the last of the conditions precedent to be fulfilled or waived, or (ii) such other date as Eminence and Easyknit may agree in writing, whichever is later.

On Completion, Company A, Company B, and the respective subsidiaries of Company A and Company B will cease to be subsidiaries of Eminence and will become subsidiaries of Easyknit.

Valuation

According to the draft valuation prepared by Knight Frank, as at 30 October 2020 the value of the Properties was HK\$1,100,000,000. The aggregate book value of Property A and Property B as at 30 September 2020 was approximately HK\$961,300,000. A gain of approximately HK\$45,262,154 is expected to accrue to Eminence on Completion based on the excess of the Consideration over the net asset or liability value of Company A and Company B, the respective shareholders' loan owing to Eminence as well as the outstanding loan principal and accrued interest owed to banks by Company A and Company B. As at 30 September 2020 of Company A and Company B, the net asset value of Company A as at 30 September 2020 was approximately HK\$6,150,543 and the net liabilities value of Company B as at 30 September 2020 was approximately HK\$7,667,521. Shareholders' loans owing by Company A and Company B to Eminence were HK\$483,771,932 and HK\$199,069,434 respectively. Outstanding loan principal amount plus accrued interest owed by Company A to Hang Seng Bank Limited was HK\$280,655,826 and that owed by Company B to The Bank of East Asia, Limited was HK\$92,757,632 as at 30 September 2020.

The following information is extracted from the consolidated financial information of Company A:

	For the six months ended 30 September 2020	For the year ended 31 March	
	2020 HK\$'000 (unaudited)	2020 HK\$'000 (audited)	2019 HK\$'000 (audited)
Total assets	772,918	774,755	1
Loss before income tax	5,147	18,492	7
Loss for the period/year	5,261	18,631	7
Net loss attributable to shareholders of Company A	5,261	18,631	7

The following information is extracted from the consolidated financial information of Company B:

	For the six months ended 30 September 2020	For the year ended 31 March	
	2020 HK\$'000 (unaudited)	2020 HK\$'000 (audited)	2019 HK\$'000 (audited)
Total assets	292,843	1	N/A*
Loss before income tax	7,648	-	N/A*
Loss for the period/year	7,668	-	N/A*
Net loss attributable to shareholders of Company B	7,668	-	N/A*

* Company B was incorporated on 10 March 2020.

REASONS FOR AND BENEFITS OF THE SALE AND PURCHASE AGREEMENT

Easyknit

Easyknit is an investment holding company incorporated in Bermuda with limited liability, the shares of which are listed on the main board of the Stock Exchange (Stock Code: 1218). The Easyknit Group is principally engaged in property investment, property development, securities investment and loan financing businesses. The Easyknit Group currently holds various commercial, industrial and residential properties in Hong Kong.

The Easyknit Group owns several residential properties held for development for sale. Investment property is real estate property that has been purchased with the intention of earning a return on the investment, either through rental income, the future resale of the property or both.

The draft valuation prepared by Knight Frank, as at 30 September 2020, valued the Properties on a combined basis only, as their perceived value lies in their potential for redevelopment together, and no draft valuation has been prepared by Knight Frank of the market values of Property A and Property B separately. The Easyknit Directors are of the view that the Properties can be demolished and redeveloped into a combined commercial and/or residential mixed-use development to maximize the usage of the sites to realise the full redevelopment value of the Properties and the Remaining Unit. Also, the value of the Properties lies in the redevelopment potential instead of their current use value. They also fit into Easyknit's portfolio of residential assets held for development for sale, an activity in which Easyknit has some experience. The Acquisition will give Easyknit potential to realise development profits on the Properties or to hold them for investment after development as a source of recurrent income to the Easyknit Group.

The Easyknit Directors are of the view that the Sale and Purchase Agreement and the Acquisition are in the interest of the Easyknit Group and are on normal commercial terms, fair and reasonable and in the interests of the Easyknit Shareholders as a whole.

Eminence

Eminence is an investment holding company incorporated in Bermuda with limited liability, the shares of which are listed on the main board of the Stock Exchange (Stock Code: 616). The Eminence Group is principally engaged in the property investment, property development, securities investment and loan financing business.

The Eminence Directors (excluding the members of the Eminence Independent Board Committee who will form their view after receiving advice from the Eminence Independent Financial Adviser) are of the view that the Disposal will better focus the Eminence Group's real estate activities on the industrial and non-residential sector.

The Eminence Directors consider that, given the Eminence Group's real estate activities now focus on the industrial and non-residential sector, the Disposal is both a way of raising cash for use in or towards financing of other property projects of Eminence and of sharpening its focus on the industrial and non-residential sector. In view of that, Eminence therefore agreed to enter into the Sale and Purchase Agreement with Easyknit.

The sales proceeds expected to be received from the Disposal will be used by the Eminence Group in or towards financing of other projects and for general working capital.

The Eminence Directors are of the view that the Sale and Purchase Agreement and the Disposal are in the interest of the Eminence Group and are on normal commercial terms, fair and reasonable and in the interests of the Eminence Shareholders as a whole.

INFORMATION ON COMPANY A, COMPANY B AND THEIR RESPECTIVE SUBSIDIARIES

Company A, a company incorporated in the BVI with limited liability, is principally engaged in investment holding. Its principal assets are (1) Extra Glory Limited, a company incorporated in Anguilla with limited liability, which is the registered owner of Nos. 1D and 1E, Davis Street, Kennedy Town, Hong Kong; and (2) Real Supreme Limited, a company incorporated in Anguilla with limited liability, which in turn owns the entire issued share capital of Jumbo Rainbow Limited (a company incorporated in the BVI with limited liability) and its subsidiary, Silver Prosper Holdings Limited which is incorporated in Hong Kong with limited liability. Silver Prosper Holdings Limited is the registered owner of Nos. 1B and 1C, Davis Street, Kennedy Town, Hong Kong.

Company B, a company incorporated in the BVI with limited liability, is a direct wholly-owned subsidiary of Eminence and is principally engaged in investment holding. Its principal asset is Nice Able. Nice Able is incorporated in the BVI with limited liability. The principal business of Nice Able is investment holding and it directly and indirectly owns Property B.

LISTING RULES IMPLICATIONS

Easyknit

As one or more of the percentage ratios applicable to the Acquisition exceeds 100%, the Acquisition constitutes a very substantial acquisition for Easyknit which is subject to reporting, announcement and Easyknit Shareholders' approval requirements under Chapter 14 of the Listing Rules.

The Easyknit SGM will be convened to consider and, if thought fit, approve the Sale and Purchase Agreement, the Acquisition and transactions contemplated thereunder.

As none of the Easyknit Shareholders or their associates will have any interests in the Sale and Purchase Agreement and the Acquisition different to those of others, no Easyknit Shareholder will be required to abstain from voting in favour of the resolution(s) relating to the Sale and Purchase Agreement and the Acquisition at the Easyknit SGM.

Eminence

As one or more of the percentage ratios applicable to the Disposal exceeds 75%, the Disposal constitutes a very substantial disposal for Eminence which is subject to reporting, announcement and Eminence Shareholders' approval requirements under Chapter 14 of the Listing Rules.

As at the date of this announcement, Easyknit, through Ace Winner, Landmark Profits and Goodco holds a total of 275,687,665 Eminence Shares, representing approximately 29.60% of the total issued share capital of Eminence and is a substantial shareholder of Eminence and a connected person of Eminence. Accordingly, the Sale and Purchase Agreement and the Disposal constitute a connected transaction of Eminence under Chapter 14A of the Listing Rules, and are therefore subject to the announcement, reporting and Eminence Independent Shareholders' approval requirements pursuant to the Listing Rules.

Ms. Lui Yuk Chu (being an executive Eminence Director and an executive Easyknit Director) and Mr. Lai Law Kau (being an executive Eminence Director and brother-in-law of Ms. Lui Yuk Chu) abstained from voting on the relevant board resolutions in view of their interests in the Sale and Purchase Agreement. Save as disclosed above, no Eminence Director has a material interest in the Sale and Purchase Agreement and was required to abstain from voting on the board resolutions in the board meeting of Eminence approving them.

The Eminence SGM will be convened to consider and, if thought fit, approve the Sale and Purchase Agreement, the Disposal and transactions contemplated thereunder. Easyknit, Ace Winner, Landmark Profits and Goodco, together with their respective associates, will abstain from voting in respect of the resolution(s) approving the Sale and Purchase Agreement and the Disposal at the Eminence SGM.

The Eminence Independent Board Committee (comprising all the independent non-executive Eminence Directors) has been established to give recommendations to the Eminence Independent Shareholders on the Sale and Purchase Agreement and the Disposal. An Eminence Independent Financial Adviser will be appointed in due course to advise and give recommendations to the Eminence Independent Board Committee and the Eminence Independent Shareholders in respect of the Sale and Purchase Agreement and the Disposal.

GENERAL

A joint circular containing, among other matters, (i) details of the Sale and Purchase Agreement; (ii) financial information on the Easyknit Group; (iii) financial information on the Eminence Group; (iv) an independent property valuation report on the Properties; (v) a letter from the Eminence Independent Board Committee containing its recommendations to the Eminence Independent Shareholders; (vi) a letter of recommendation from the Eminence Independent Financial Adviser containing its advice to the Eminence Independent Board Committee and the Eminence Independent Shareholders; (vii) a notice of the Easyknit SGM; and (viii) a notice of the Eminence SGM, will be despatched to the Easyknit Shareholders and the Eminence Shareholders respectively on or before 5 January 2021.

TRADING HALTS AND RESUMPTION OF TRADING

At the request of Easyknit, trading in Easyknit Shares on the Stock Exchange was halted at 9:00 a.m. on Friday, 6 November 2020 pending the release of this announcement. Application has been made by Easyknit to the Stock Exchange for resumption of trading in Easyknit Shares on the Stock Exchange with effect from 9:00 a.m. on Tuesday, 10 November 2020.

At the request of Eminence, trading in Eminence Shares on the Stock Exchange was halted at 9:00 a.m. on Friday, 6 November 2020 pending the release of this announcement. Application has been made by Eminence to the Stock Exchange for resumption of trading in Eminence Shares on the Stock Exchange with effect from 9:00 a.m. on Tuesday, 10 November 2020.

WARNING

The Sale and Purchase Agreement is subject to, among other things, the approval of the Easyknit Shareholders and the approval of the Eminence Independent Shareholders. Shareholders and potential investors in Easyknit should exercise caution when dealing in or investing in the securities of Easyknit. Shareholders and potential investors in Eminence should exercise caution when dealing in or investing in the securities of Eminence.

DEFINITIONS

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

“Ace Winner”	Ace Winner Investment Limited, a company incorporated in Hong Kong with limited liability, a wholly-owned subsidiary of Easyknit, and an Eminence Shareholder
“Announcements”	the announcements of Eminence dated (i) 6 April 2020 in relation to the acquisition of Property B; and (ii) 30 October 2020 in relation to the possible acquisition and mandate for possible disposal in relation to the Auction
“Acquisition”	the acquisition by the Purchaser of the Sale Shares and the Sale Loans from the Seller
“Auction”	the public auction of the entire interest in Property B and the Remaining Unit on an “as-is” basis expected to take place by order of the Lands Tribunal, and/or any postponement thereof
“associates”	the meaning ascribed to it under the Listing Rules
“Bank Loans”	in respect of the Properties, the outstanding principal amounts together with interests accrued owing to Hang Seng Bank Limited by Company A and The Bank of East Asia, Limited by Company B being HK\$374,326,000 in aggregate as at 30 September 2020
“Business Day(s)”	a day (not being a Saturday or Sunday or any day on which a tropical cyclone signal no. 8 or above or black rainstorm signal is hoisted in Hong Kong) when banks generally are open in Hong Kong for the transaction of general banking business
“BVI”	British Virgin Islands
“Circular”	the circular of Eminence dated 21 May 2020 in relation to the acquisition of Property B
“Company A”	Above Ace Limited, a company incorporated in the BVI with limited liability and a wholly-owned subsidiary of Eminence at the date of this announcement
“Company B”	Success Edge Limited, a company incorporated in the BVI with limited liability and a wholly-owned subsidiary of Eminence at the date of this announcement
“Completion”	completion of the Sale and Purchase Agreement

“Completion Date”	the date of Completion which will be ten (10) Business Days after the fulfilment or, waiver of the last of the conditions set out in the Sale and Purchase Agreement to be fulfilled or waived, or such other date as the parties to the Sale and Purchase Agreement may agree in writing
“connected person(s)”	the meaning ascribed to it in the Listing Rules
“Consideration”	HK\$1,100,000,000 (subject to adjustments)
“Disposal”	the disposal by the Seller of the Sale Shares and the assignment of the Sale Loans to the Purchaser
“Easyknit” or “Purchaser”	Easyknit International Holdings Limited, an exempted company incorporated in Bermuda with limited liability, the shares of which are listed on the main board of the Stock Exchange (Stock Code: 1218), and a substantial shareholder of Eminence
“Easyknit Board”	the board of directors of Easyknit
“Easyknit Directors”	the directors of Easyknit
“Easyknit Group”	Easyknit and its subsidiaries
“Easyknit SGM”	the special general meeting of Easyknit to be convened to consider and, if thought fit, approve the Sale and Purchase Agreement and the Acquisition
“Easyknit Share(s)”	ordinary share(s) of HK\$0.10 each in the share capital of Easyknit
“Eminence” or “Seller”	Eminence Enterprise Limited, an exempted company incorporated in Bermuda with limited liability, the shares of which are listed on the main board of the Stock Exchange (Stock Code: 616)
“Eminence Board”	the board of directors of Eminence
“Eminence Directors”	the directors of Eminence
“Eminence Group”	Eminence and its subsidiaries
“Eminence Independent Board Committee”	an independent committee of the Eminence Board comprising all its independent non-executive Eminence Directors, established for the purpose of advising the Eminence Independent Shareholders on the Disposal
“Eminence Independent Financial Adviser”	the independent financial adviser to be appointed by Eminence to advise the Eminence Independent Board Committee and the Eminence Independent Shareholders in relation to the Disposal

“Eminence Independent Shareholders”	the Eminence Shareholders, other than (i) Easyknit and its associates (including but not limited to Ace Winner, Landmark Profits and Goodco); (ii) the Eminence Directors (excluding the independent non-executive Eminence Directors); (iii) the chief executive of Eminence and his respective associates; and (iv) other Eminence Shareholders interested or involved in the Disposal
“Eminence SGM”	the special general meeting of Eminence to be convened to consider and, if thought fit, approve the Sale and Purchase Agreement and the Disposal
“Eminence Shareholder(s)”	holder(s) of the shares of Eminence
“Eminence Share(s)”	ordinary share(s) of HK\$0.20 each in the share capital of Eminence
“Goodco”	Goodco Development Limited, a company incorporated in the BVI with limited liability, and an indirect wholly-owned subsidiary of Easyknit, being a substantial shareholder of Eminence
“Hong Kong”	the Hong Kong Special Administrative Region of the People’s Republic of China
“Independent Third Party(ies)”	in respect of Easyknit person(s) which, to the best knowledge and belief of the Easyknit Directors having made all reasonable enquiries, is/are third parties independent of and not connected with Easyknit or their connected persons (as defined in the Listing Rules) and in respect of Eminence person(s) which, to the best knowledge and belief of the Eminence Directors having made all reasonable enquiries, is/are third parties independent of and not connected with Eminence or their connected persons (as defined in the Listing Rules)
“Knight Frank”	Knight Frank Petty Limited, a property valuer and an Independent Third Party
“Landmark Profits”	Landmark Profits Limited, a company incorporated in the BVI with limited liability, a wholly-owned subsidiary of Easyknit and an Eminence Shareholder
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Long Stop Date”	30 June 2021
“Nice Able”	Nice Able Holdings Limited, a company incorporated in the BVI with limited liability and a wholly-owned subsidiary of Eminence

- “Ordinance” the Land (Compulsory Sale for Redevelopment) Ordinance (Chapter 545 of the Laws of Hong Kong)
- “Property A”
- (i) ALL THAT piece or parcel of ground registered in the Land Registry as Sub-Section 9 of Section A of Marine Lot No. 245 And of and in the messuages erections and buildings thereon known as No. 1B Davis Street, Hong Kong;
 - (ii) ALL THAT piece or parcel of ground registered in the Land Registry as Sub-Section 3 of Section A of Marine Lot No. 245 And of and in the messuages erections and buildings thereon known as No. 1C Davis Street, Hong Kong;
 - (iii) ALL THAT piece or parcel of ground registered in the Land Registry as Sub-Section 8 of Section A of Marine Lot No. 245 And of and in the messuages erections and buildings thereon known as No. 1D Davis Street, Hong Kong;
 - (iv) ALL THAT piece or parcel of ground registered in the Land Registry as Sub-Section 1 of Section A of Marine Lot No. 245 And of and in the messuages erections and buildings thereon known as No. 1E Davis Street, Hong Kong; and
 - (v) ALL THOSE rights, title and interest (including right to exclusive possession and occupation) of and in the land shaded pink annexed to a provisional agreement for sale and purchase (in Chinese) dated 27 June 2019 entered into between Lee Tak Hung Danny and Lee Tak Man as vendor and Extra Glory Limited as purchaser at No. 1D Davis Street, Hong Kong
- “Property B”
- (i) ALL THOSE 5 equal undivided 6th parts or shares of and in ALL THAT piece or parcel of ground registered in the Land Registry as The Remaining Portion of Section A of Marine Lot No. 245 And of and in the messuages erections and buildings thereon known as No. 93 Catchick Street, Hong Kong (“**No. 93 Catchick Street**”) together with sole and exclusive right and privilege to hold occupy and enjoy all the following:
 - (a) ALL THAT the 1st Floor of No. 93 Catchick Street;

- (b) ALL THAT the 2nd Floor of No. 93 Catchick Street;
 - (c) ALL THAT the 3rd Floor of No. 93 Catchick Street;
 - (d) ALL THAT the 4th Floor of No. 93 Catchick Street; and
 - (e) ALL THOSE the 5th Floor and the Roof of No. 93 Catchick Street; and
- (ii) ALL THAT one equal undivided 6th parts or shares in ALL THAT piece or parcel of ground registered in the Land Registry as The Remaining Portion of Section A of Marine Lot No. 245 And of and in No. 93 Catchick Street together with sole and exclusive right and privilege to hold occupy and enjoy ALL THAT the Ground Floor of No.93 Catchick Street; and
- (iii) ALL THOSE 5 equal undivided 6th parts or shares of and in ALL THAT piece or parcel of ground registered in the Land Registry as Sub-Section 7 of Section A of Marine Lot No. 245 And of and in the messuages erections and buildings thereon known as No. 95 Catchick Street, Hong Kong (“**No. 95 Catchick Street**”) together with sole and exclusive right and privilege to hold occupy and enjoy all the following:
- (a) ALL THAT the Ground Floor of No. 95 Catchick Street;
 - (b) ALL THAT the 1st Floor of No. 95 Catchick Street;
 - (c) ALL THAT the 3rd Floor of No. 95 Catchick Street;
 - (d) ALL THAT the 4th Floor of No. 95 Catchick Street; and
 - (e) ALL THOSE the 5th Floor and the whole Roof of No. 95 Catchick Street

“Properties”

collectively, Property A and Property B

“Remaining Unit”	the unit on 2/F., 95 Catchick Street, Hong Kong
“Sale and Purchase Agreement”	the sale and purchase agreement dated 5 November 2020 entered into between Easyknit as purchaser and Eminence as vendor in relation to the sale and purchase of the Sale Shares and the Sale Loans, as supplemented by a supplemental agreement dated 9 November 2020
“Sale Loan(s)”	each of the shareholders’ loan(s) owing by Company A and Company B to Eminence at Completion
“Sale Share(s)”	the entire issued share capital of Company A and Company B
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“substantial shareholder(s)”	the meaning ascribed to it under the Listing Rules
“Very Substantial Acquisition”	the meaning ascribed thereto in the Listing Rules
“Very Substantial Disposal”	the meaning ascribed thereto in the Listing Rules
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“sq. ft.”	square feet
“%”	per cent.

By order of the Easyknit Board
**EASYKNIT INTERNATIONAL
HOLDINGS LIMITED**
Koon Ho Yan Candy
President and Chief Executive Officer

By order of the Eminence Board
EMINENCE ENTERPRISE LIMITED
Lai Law Kau
Chairman and Chief Executive Officer

Hong Kong, 9 November 2020

As at the date hereof, the Easyknit Board comprises Ms. Koon Ho Yan Candy, Ms. Lui Yuk Chu and Mr. Tse Wing Chiu Ricky as executive Easyknit Directors; and Mr. Tsui Chun Kong, Mr. Jong Koon Sang and Mr. Lau Chak Hang Charles as independent non-executive Easyknit Directors.

As at the date hereof, the Eminence Board comprises Mr. Lai Law Kau, Ms. Lui Yuk Chu and Mr. Kwong Jimmy Cheung Tim as executive Eminence Directors; and Mr. Kan Ka Hon, Mr. Lau Sin Ming and Mr. Wu Koon Yin Welly as independent non-executive Eminence Directors.

In case of any inconsistency, the English version of this announcement shall prevail over the Chinese version.