

Hong Kong Exchanges and Clearing Limited and The Stock Exchange of Hong Kong Limited take no responsibility for the contents of this notice, 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 notice.



GOLDBOND GROUP HOLDINGS LIMITED

金榜集團控股有限公司

(Incorporated in Hong Kong with limited liability)

(Stock code: 172)

NOTICE OF EXTRAORDINARY GENERAL MEETING

NOTICE IS HEREBY GIVEN that an extraordinary general meeting of **Goldbond Group Holdings Limited** 金榜集團控股有限公司 (the “**Company**”) will be held at JW Marriott Ballroom, JW Marriott Hotel Hong Kong, Pacific Place, 88 Queensway, Hong Kong on Wednesday, 12 October 2011 at 10:00 a.m. for the purpose of considering and, if thought fit, passing, with or without modification, the following resolution as an ordinary resolution of the Company:

ORDINARY RESOLUTION

“**THAT:**

- (a) the entering into of the conditional sale and purchase agreement dated 24 August 2011 (the “**S&P Agreement**”, a copy of which has been produced to the meeting marked “**A**” and initialled by the Chairman of the meeting for the purpose of identification) by Perfect Honour Limited (“**Perfect Honour**”), a wholly-owned subsidiary of the Company, as vendor with Silver Creation Investments Limited (“**Silver Creation**”) as purchaser, whereby Perfect Honour has agreed to sell, and Silver Creation has agreed to purchase, 4,750,000 shares of Rongzhong Group Limited (“**Rongzhong Group**”, which is owned as to 71% by Perfect Honour as at the date of the S&P Agreement), representing approximately 13.86% (on a fully diluted basis assuming the Rongzhong Group Subscription Agreement (as defined in paragraph (b) below) is completed) of its entire issued share capital, at the consideration of US\$39,153,633.85 upon the terms and subject to the conditions therein contained, be and is hereby approved, confirmed and ratified;
- (b) the entering into of the conditional subscription agreement dated 24 August 2011 (the “**Rongzhong Group Subscription Agreement**”, a copy of which has been produced to the meeting marked “**B**” and initialled by the Chairman of the meeting for the purpose of identification) by Rongzhong Group with Silver Creation as subscriber, whereby Rongzhong Group has agreed to issue, and Silver Creation has agreed to subscribe for, 8,275,000 shares of Rongzhong Group, representing approximately 24.14% of the enlarged issued share capital of Rongzhong Group after such issue, at the consideration of US\$90,000,000 upon the terms and subject to the conditions therein contained, be and is hereby approved, confirmed and ratified;

- (c) the entering into of the conditional subscription agreement dated 24 August 2011 (the “**Rongzhong Capital Subscription Agreement**”, a copy of which has been produced to the meeting marked “C” and initialled by the Chairman of the meeting for the purpose of identification, which together with the S&P Agreement and the Rongzhong Group Subscription Agreement, collectively the “**Transaction Documents**”) by Rongzhong Capital Holdings Limited (“**Rongzhong Capital**”), a wholly-owned subsidiary of Rongzhong Group as at the date of the Rongzhong Capital Subscription Agreement, with Silver Creation as subscriber, whereby Rongzhong Capital has agreed to issue, and Silver Creation has agreed to subscribe for, 29,500 shares of Rongzhong Capital, representing approximately 29.50% of the enlarged issued share capital of Rongzhong Capital after such issue, at the consideration of US\$20,000,000 upon the terms and subject to the conditions therein contained, be and is hereby approved, confirmed and ratified;
- (d) the performance by the Company, Perfect Honour, Rongzhong Group, Rongzhong Capital and Solomon Glory Limited (“**Solomon Glory**”), a wholly-owned subsidiary of the Company, of all the respective transactions contemplated under or referred to in the Transaction Documents, including but not limited to the following, be and are hereby approved:
- (i) the entering into of a supplemental loan agreement (the “**Supplemental Loan Agreement**”) to the loan agreement dated 17 March 2010 between Solomon Glory as lender and Rongzhong Group as borrower, whereby Solomon Glory will consent to, inter alia, the implementation of the proposed reorganisation of Rongzhong Group and its subsidiaries in manner as set out in the Transaction Documents, the reduction of the interest rate in respect of part of the loan in the principal amount of HK\$444,000,000 (the “**First Loan**”) under the said loan agreement from 10% to 5% per annum and the extension of the final repayment date in respect of the First Loan to the day falling thirty-six (36) months after completion of the Transaction Documents (“**Completion**”) or the day immediately before the IPO Completion Date (as defined in the Supplemental Loan Agreement), whichever is earlier, upon the terms and subject to the conditions contained in the Supplemental Loan Agreement and the performance of the transactions contemplated thereunder;
- (ii) the entering into of the shareholders’ agreements (the “**Shareholders’ Agreements**”) by Perfect Honour, Rongzhong Group and Rongzhong Capital with, among others, Silver Creation relating to Rongzhong Group and Rongzhong Capital respectively upon Completion upon the terms and subject to the conditions contained in the Shareholders’ Agreements and the performance of the respective transactions contemplated thereunder;
- (iii) the implementation of the proposed reorganisation of Rongzhong Group and its subsidiaries in manner as set out in the Transaction Documents and the Shareholders’ Agreements;

- (iv) the purchase by Perfect Honour or the redemption by Rongzhong Group and/or Rongzhong Capital of Silver Creation's entire interest in Rongzhong Group and/or Rongzhong Capital upon exercise by Silver Creation of any of its rights under the Shareholders' Agreements as more particularly set out in the circular of the Company dated 23 September 2011 (the "**Circular**", a copy of which has been produced to the meeting marked "**D**" and initialled by the Chairman of the meeting for the purpose of identification);
- (v) the grant of a loan facility of not more than RMB150 million by Rongzhong Capital and its subsidiaries (the "**Rongzhong Capital Companies**") to Rongzhong Group and its subsidiaries (the "**Rongzhong Group Companies**") after completion at an interest rate of 3% per annum payable semi-annually in arrears from the date of Completion to the earlier of the day falling twenty-four (24) months after the date of Completion and the day immediately before completion of the IPO (as defined in the Transaction Documents) relating to the Rongzhong Group Companies or the Rongzhong Capital Companies (whichever shall first occur), unless otherwise extended by Rongzhong Capital at its absolute discretion, in consideration of the provision by the Rongzhong Group Companies of an unlimited guarantee in favour of any financial institutions as security for the grant of facilities by such financial institutions to the Rongzhong Capital Companies after completion at a fee of 1.5% of the outstanding guaranteed amount from time to time payable semi-annually from the date of Completion to the earlier of the day falling three (3) years after the date of Completion and the day immediately before completion of the IPO relating to the Rongzhong Group Companies or the Rongzhong Capital Companies (whichever shall first occur) as more particularly set out in the Circular and the performance of the transactions contemplated thereunder;
- (vi) the sale by Perfect Honour to Mr. Xie Xiao Qing ("**Mr. Xie**"), an executive director of the Company, of 50% of the total number of the shares of Rongzhong Group to be sold by Yong Hua International Limited ("**Yong Hua**") (a company wholly and beneficially owned by Mr. Xie) to Silver Creation under the conditional sale and purchase agreement dated 24 August 2011 entered into between Yong Hua (as seller), Silver Creation (as buyer), and Mr. Xie (as Yong Hua's guarantor) pursuant to the exercise by Mr. Xie of his rights under the Shareholders' Agreement relating to Rongzhong Group as more particularly set out in the Circular; and
- (vii) the purchase by Perfect Honour from Silver Creation, Yong Hua, Legend Crown International Limited ("**Legend Crown**") and Plenty Boom Investments Limited ("**Plenty Boom**") (both of which are wholly-owned by Ms. Wong, Jacqueline Yue Yee, being the daughter of a director of the Company) of their respective entire interests in Rongzhong Group and Rongzhong Capital pursuant to the exercise by Silver Creation, Yong Hua, Legend Crown and Plenty Boom of their respective rights in the event of breach of the non-compete undertaking given by Perfect Honour under the Shareholders' Agreements as more particularly set out in the Circular;

- (e) the directors of the Company be and are hereby authorised to exercise all the powers of the Company and take all steps as they may in their opinion consider desirable, necessary or expedient in relation to the Transaction Documents and the respective transactions contemplated under or referred to in the Transaction Documents, including but not limited to those set out in sub-paragraph (d) above, and for the purposes of carrying out, implementing and giving effect to any or all transactions contemplated under or referred to in the Transaction Documents, including without limitation to the execution, amendment, supplement, delivery, submission and implementation of any documents or agreements; and
- (f) the provision of the guarantee by the Company in favour of a bank, which provides a loan facility of up to RMB100 million to 武漢融金弘企業管理有限公司 (Wuhan Rongjinhong Enterprise Management Co., Ltd.*) (“**Wuhan Rongjinhong**”) (a company which will be indirectly owned as to 40% by the Company after Completion) until 4 September 2012 pursuant to a facility agreement dated 2 September 2009 as supplemented by a supplemental agreement dated 3 September 2011 (collectively the “**Facility Agreement**”), to guarantee payment of not less than 51% of all sums payable by Wuhan Rongjinhong under the Facility Agreement with effect from the date of Completion be and is hereby approved, confirmed and ratified, and the directors of the Company be and are hereby authorised to exercise all the powers of the Company and take all steps as they may in their opinion consider desirable, necessary or expedient in relation to the provision of such guarantee, including without limitation to the execution, amendment, supplement, delivery, submission and implementation of any documents or agreements.”

* For identification purpose only

By Order of the Board
Goldbond Group Holdings Limited
Kelly Li
Company Secretary

Hong Kong, 23 September 2011

Registered office:

Units 1901-06, 19th Floor,
Tower One, Lippo Centre,
89 Queensway,
Hong Kong.

Notes:

1. Any member of the Company entitled to attend and vote at the meeting of the Company may appoint another person as his proxy to attend and vote instead of him. A member of the Company who is the holder of two or more shares may appoint more than one proxy to represent him and attend and vote on his behalf at the meeting. A proxy need not be a member of the Company. In addition, a proxy or proxies representing either a member of the Company who is an individual or a member of the Company which is a corporation shall be entitled to exercise the same power on behalf of such member of the Company which he or they represent as such member of the Company could exercise.

2. In order to be valid, the instrument appointing a proxy shall be in writing under the hand of the appointor or his attorney duly authorised in writing or, if the appointor is a corporation, either under its seal or under the hand of an officer, attorney or other person authorised to sign the same. In the case of an instrument of proxy purporting to be signed on behalf of a corporation by an officer thereof, it shall be assumed, unless the contrary appears, that such officer was duly authorised to sign such instrument of proxy on behalf of the corporation without further evidence of the facts.
3. The instrument appointing a proxy and (if required by the board of directors of the Company) the power of attorney or other authority (if any) under which it is signed, or a certified copy of such power or authority, shall be delivered to the Company's registrar, Computershare Hong Kong Investor Services Limited at 17M Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong, not less than twenty-four (24) hours before the time appointed for the holding of the meeting or any adjournment thereof.
4. Delivery of an instrument appointing a proxy will not preclude a member of the Company from attending and voting in person at the meeting or any adjournment thereof and in such event, the instrument appointing a proxy shall be deemed to have been revoked.
5. Where there are joint holders of any share of the Company, any one of such joint holders may vote, either in person or by proxy, in respect of such share as if he were solely entitled thereto, but if more than one of such joint holders be present at the meeting the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the votes of the other joint holders, and for this purpose seniority shall be determined by the order in which the names stand in the register of members of the Company in respect of the joint holding.
6. At the meeting, the chairman thereof will exercise his power under article 64(a) of the articles of association of the Company to put the above resolution to the vote of the members of the Company by way of poll.
7. As at the date of this notice, the board of directors of the Company comprises Mr. Wang Jun, Mr. Wong Yu Lung, Charles, Mr. Ding Chung Keung, Mr. Kee Wah Sze, Mr. Xie and Ms. Wong, Michelle Yatyee (all being executive directors), Mr. Ma Ho Fai SBS JP, Mr. Melvin Jitsumi Shiraki and Mr. Cheng Yuk Wo (all being independent non-executive directors).