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FORM OF ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE SHARE OFFER.

本接納及過戶表格在閣下欲接納股份要約時適用。

All words and expressions defined in the composite document dated 22 April 2008 (the "Composite Document") jointly issued by Allied Luck Trading Limited and Goldbond Group Holdings Limited shall, unless the context otherwise requires, have the same meanings when used in this form. The provisions of Appendix I to the Composite Document are incorporated into and form part of this form.

除文義另有所指外，本表格所用詞匯與Allied Luck Trading Limited與金榜集團控股有限公司於二零零八年四月二十二日聯合發出之綜合文件（「綜合文件」）所界定者具相同涵義。綜合文件附錄一之條文，已收錄及成為本表格之一部分。



GOLDBOND GROUP HOLDINGS LIMITED
金榜集團控股有限公司

(Incorporated in Hong Kong with limited liability)

(於香港註冊成立之有限公司)

(Stock Code: 172)

(股份代號: 172)

FORM OF ACCEPTANCE AND TRANSFER
OF SHARE(S) OF HK\$0.10 EACH IN THE ISSUED SHARE CAPITAL OF
GOLDBOND GROUP HOLDINGS LIMITED

金榜集團控股有限公司

已發行股本中每股面值0.10港元股份

之股份接納及過戶表格

To be completed in full 每項均須填寫

Share registrar: Computershare Hong Kong Investor Services Limited

Shops 1712-16, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong

香港股份過戶登記處：香港中央證券登記有限公司

香港灣仔皇后大道東183號合和中心17樓1712-16號舖

Insert the total number of Shares for which the Share Offer is accepted. If no number is inserted or a number in excess of your registered holding of Shares is inserted, you will be deemed to have accepted the Share Offer in respect of your entire registered holding of Shares.

請填上接納股份要約之股份總數。如填寫之數目超過閣下登記持有之股份，則視為閣下全部登記持有之股份接納股份要約。

FOR THE CONSIDERATION stated below the "Shareholder(s)" named below does/do hereby transfer(s) to the "Transferee" named below the share(s) of HK\$0.10 each in the issued share capital of Goldbond Group Holdings Limited ("Share(s)") held by the Shareholder(s) specified below subject to the terms and conditions contained herein and in the accompanying Composite Document.

下述「股東」謹此按下列代價，根據隨附之綜合文件載列之條款及條件，向下述「承讓人」轉讓以下註明其持有金榜集團控股有限公司已發行股本中每股面值0.10港元之股份（「股份」）。

Number of Shares to be transferred 將予轉讓股份數目	FIGURES 數目	WORDS 大寫
Share Certificate number(s) 股票號碼		
SHAREHOLDER(S) name(s) and address(es) in full 股東 全名及地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)	Surname(s) or Company name(s) 姓氏或公司名稱	Forename(s) 名字
	Registered address 登記地址	Telephone number 電話號碼
CONSIDERATION 代價	HK\$0.69 in cash for each Share 每股股份現金0.69港元	
TRANSFEREE 承讓人	Name 名稱 : Allied Luck Trading Limited Correspondence Address 通訊地址 : 香港金鐘道89號力寶中心第1座19樓1902-06室 Occupation 職業 : Corporation 公司	
SIGNED by the parties to this transfer, this _____ day of _____, 2008 轉讓雙方簽署日期：二零零八年_____月_____日		

PLEASE DO NOT DATE

請勿填寫日期

Signed by or for and on behalf of the Shareholder(s) in the presence of:
股東或其代表在下列見證人見證下簽署：

Signature of Witness
見證人簽署

Address 地址

Occupation 職業

ALL JOINT HOLDERS MUST SIGN HERE
所有聯名股東均須於本欄簽署

Signature(s) of Shareholder(s)
股東簽署

Signed by or on behalf of the Transferee in the presence of:
承讓人或其代表在下列見證人見證下簽署：

Name of Witness 見證人簽署

Address 地址

Occupation 職業

Do not complete 請勿填寫本欄

For and on behalf of
代表

Allied Luck Trading Limited

Signature of Transferee or its duly authorised agent(s)
承讓人或其正式授權代理人簽署

THIS FORM IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in doubt as to any aspect of this form 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.

If you have sold or transferred (all) your Share(s), you should at once hand this form and the Composite Document to the purchaser(s) or transferee(s) or to the licensed securities dealer or registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

The making of the Share Offer to the Overseas Shareholders may be prohibited or affected by the laws of the relevant jurisdictions. Overseas Shareholders should obtain appropriate legal advice or, acquaint themselves about and observe any applicable legal or regulatory requirements. It is the responsibility of each Overseas Shareholder who wishes to accept the Share Offer to satisfy himself, herself or itself as to the full observance of the laws and regulations of all relevant jurisdictions in connection therewith, including but not limited to the obtaining of any governmental, exchange control or other consent and any registration or filing which may be required in compliance with all necessary formalities, regulatory and/or legal requirements. Overseas Shareholders will also be fully responsible for the payment of any transfer or other taxes and duties by whomsoever payable in respect of all relevant jurisdictions. The Offeror, Taifook Capital, Taifook Securities and all persons involved in the Share Offer shall be entitled to be fully indemnified and held harmless by the Overseas Shareholders for any taxes as they may be required to pay. Acceptance of the Share Offer by you will be deemed to constitute a warranty by you that you are permitted under all applicable laws to receive and accept the Share Offer, and any revision thereof, and such acceptance shall be valid and binding in accordance with all applicable laws. You are recommended to seek professional advice on deciding whether to accept the Share Offer.

HOW TO COMPLETE THIS FORM

The Share Offer is conditional. Shareholders are advised to read this form in conjunction with the Composite Document before completing this form. To accept the Share Offer made by **Taifook Securities on behalf of the Offeror to acquire your Shares at a cash price of HK\$0.69 per Share**, you should complete and sign this form overleaf and forward this form, together with the relevant share certificate(s) (the "Share Certificate(s)") and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), for not less than such number of Shares in respect of which you wish to accept the Share Offer, by post or by hand, marked "**Goldbond Group Holdings Limited Share Offer to Computershare Hong Kong Investor Services Limited (the "Registrar") at Shops 1712-16, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong as soon as possible, but in any event so as to reach the Registrar by not later than 4:00 p.m. on Tuesday, 13 May 2008 (Hong Kong time) or such later time and/or date as the Offeror may determine and announce in accordance with the Takeovers Code.**"

FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE SHARE OFFER

To: The Offeror and Taifook Securities

1. My/Our execution of this form overleaf (whether or not such form is dated) shall be binding on my/our successors and assigns, and shall constitute:
 - (a) my/our acceptance of the Share Offer made by Taifook Securities on behalf of the Offeror, as contained in the Composite Document, for the consideration and on and subject to the terms and conditions therein and herein mentioned, in respect of the number of Shares specified in this form or, if no such number is specified, or a greater number is specified than I/we am/are registered as the holder(s) of, in respect of all such Shares as to which I/we am/are registered as the holder(s);
 - (b) my/our irrevocable instruction and authority to each of the Offeror and/or Taifook Securities and/or any of their respective agent(s) to collect from the Company or the Registrar on my/our behalf the Share Certificate(s) in respect of the Shares due to be issued to me/us in accordance with, and against surrender of, the enclosed transfer receipt(s) and/or other document(s) of title (if any) (and/or any satisfactory indemnity or indemnities required in respect thereof), which has/have been duly signed by me/us and to deliver the same to the Registrar and to authorise and instruct the Registrar to hold such Share Certificate(s) on and subject to the terms and conditions of the Share Offer, as if it was/they were Share Certificate(s) delivered to them together with this form;
 - (c) my/our irrevocable instruction and authority to each of the Offeror and/or Taifook Securities or any of their respective agent(s) to send a cheque crossed "Not negotiable – account payee only" drawn in my/our favour for the cash consideration to which I/we shall have become entitled under the terms of the Share Offer (less seller's ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Share Offer), by ordinary post at my/our risk to the person named at the address stated below or, if no name and address is stated below, to me or the first-named of us (in the case of joint registered shareholders) at the registered address shown in the register of members of the Company;
(Note: insert name and address of the person to whom the cheque is to be sent if different from the registered shareholder or the first-named of joint registered shareholders.)
Name: (in block capitals)
 - (d) my/our irrevocable instruction and authority to each of the Offeror and/or Taifook Securities or such person or persons as any of them may direct for the purpose, on my/our behalf, to make and execute the contract note as required by Section 19(1) of the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) to be made and executed by me/us as the seller(s) of the Shares to be sold by me/us under the Share Offer and to cause the same to be stamped and to cause an endorsement to be made on this form in accordance with the provisions of that Ordinance;
 - (e) my/our irrevocable instruction and authority to each of the Offeror and/or Taifook Securities or such person or persons as any of them may direct to complete, amend and execute any document on my/our behalf in connection with my/our acceptance of the Share Offer including, without limitation, to insert a date in the form of acceptance and transfer or, if I/we or any other person shall have inserted a date, to delete such date and insert another date and to insert, delete, amend or substitute the transferee in the form of acceptance and transfer and to do any other act that may be necessary or expedient for the purpose of vesting in the Offeror or such person or persons as it may direct my/our Shares;
 - (f) my/our undertaking to execute such further documents and to do such acts and things by way of further assurance as may be necessary or desirable to transfer my/our Shares to the Offeror or such person or persons as it may direct free from all liens, charges, options, claims, equities, adverse interests, third party rights or encumbrances whatsoever and together with all rights accruing or attaching thereto as at the date of the Composite Document or subsequently becoming attached to them, including, without limitation, the right to receive all dividends and distributions declared, made or paid, if any, on or after the date of the Composite Document, in respect of the Shares tendered pursuant to the Share Offer; and
 - (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror or Taifook Securities or any of their respective agent(s) or such person or persons as any of them may direct on the exercise for any of the authorities contained herein.
2. I/We understand that acceptance of the Share Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror and Taifook Securities that the Shares held by me/us to be acquired under the Share Offer are sold free from all third party rights, liens, charges, equities, options, claims, adverse interests and encumbrances and together with all rights attaching thereto including the right to receive all dividends and distributions declared, made or paid on such Shares on or after the date of the Composite Document.
 3. I/We hereby warrant and represent to you that I/we am/are the registered holder(s) of the Shares specified in this form and I/we have the full right, power and authority to sell and pass the title and ownership of my/our Shares to the Offeror by way of acceptance of the Share Offer.
 4. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the Share Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease in which event, I/we authorise and request you to return to me/us my/our Share Certificate(s), and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), together with this form duly cancelled, by post at my/our own risk to the person named in paragraph 1(c) above or, if no name and address is stated, to me or the first-named of us (in the case of joint registered shareholders) at the registered address shown in the register of members of the Company.
Note: For the transfer receipt(s) and in the meantime the relevant Share Certificate(s) collected by any of the Offeror and/or Taifook Securities or any of their respective agent(s) from the Company or the Registrar on your behalf upon your acceptance of the Share Offer, you will be returned such Share Certificate(s) in lieu of the transfer receipt(s).
 5. I/We warrant to the Offeror and the Company that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of members of the Company in connection with my/our acceptance of the Share Offer, including the obtaining of any governmental, exchange control or other consent and any registration or filing which may be required in compliance with all necessary formalities, legal and/or regulatory requirements.
 6. I/We warrant to the Offeror and the Company that I/we shall be fully responsible for payment of any transfer or other taxes and duties payable in respect of the jurisdiction where my/our address is located as set out in the register of members of the Company.
 7. I/We enclose the relevant Share Certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole/part of my/our holding of Shares which are to be held by you on the terms and conditions of the Share Offer. I/We understand that no acknowledgement or receipt of any form of acceptance and transfer, Share Certificate(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) will be given. I/we further understand that all documents will be sent by post at my/our own risk.
 8. I/We acknowledge that my/our Shares sold to the Offeror by way of acceptance of the Share Offer will be registered under the name of the Offeror or its nominee.
 9. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror and Taifook Securities (so as to bind my/our successors and assignee) that in respect of the Shares which are accepted or deemed to have been accepted under the Share Offer, which acceptance has not been validly withdrawn, and which have not been registered in the name of the Offeror or as it may direct, to give:
 - (a) an authority to the Company and/or its agents from me/us to send any notice, circular, warrant or other document or communication which may be required to be sent to me/us as a member of the Company (including any share certificate(s) and/or other document(s) of title issued as a result of conversion of such Shares into certificated form) to the Offeror at Units 1902-06, 19th Floor, Tower One, Lippo Centre, 89 Queenway, Hong Kong;
 - (b) an irrevocable authority to the Offeror or its agents to sign any consent to short notice of any general meeting of the Company on my/our behalf and/or to attend and/or to execute a form of proxy in respect of such Shares appointing any person nominated by the Offeror to attend such general meeting (or any adjournment thereof) and to exercise the votes attaching to such Shares on my/our behalf, such votes to be cast in a manner to be determined at the sole discretion of the Offeror; and
 - (c) my/our agreement not to exercise any of such rights without the consent of the Offeror and my/our irrevocable undertaking not to appoint a proxy for, or to attend any, such general meeting and subject as aforesaid, to the extent I/we have previously appointed a proxy, other than the Offeror or its nominee or appointee, for or to attend or to vote at the general meeting of the Company, I/we hereby expressly revoke such appointment.
 10. I/We acknowledge that, save as expressly provided in the Composite Document, all the acceptance, instructions, authorisation and undertakings hereby given shall be irrevocable.

PERSONAL DATA

Personal Information Collection Statements

The main provision of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Ordinance") came into effect in Hong Kong on 20 December 1996. This personal information collection statement informs you of the policies and practices of the Offeror, Taifook Securities and the Registrar in relation to personal data and the Ordinance.

1. Reasons for the collection of your personal data

To accept the Share Offer for your Share(s), you must provide the personal data requested. Failure to supply the requested data may result in the processing of your acceptance being rejected or delayed.

2. Purposes

The personal data which you provide on this form may be used, held and/or stored (by whatever means) for the following purposes:

- processing of your acceptance and verification or compliance with the terms and application procedures set out in this form and the Composite Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the relevant register of holders of the Share(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- establishing your entitlements under the Share Offer;
- distributing communications from the Offeror and/or its subsidiaries or agents such as its financial adviser and the Registrar;
- compiling statistical code information and shareholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims or entitlements;
- any other purpose in connection with the business of the Offeror or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or Taifook Securities to discharge their obligations to the Shareholders and/or regulators and other purpose to which the Shareholders may from time by time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this form will be kept confidential but the Offeror and/or Taifook Securities and/or the Registrar may, to the extent necessary for achieving the purposes above or any of them, make such enquiries as they consider necessary to confirm the accuracy of the personal data and, in particular, they may disclose, obtain, transfer (whether within or outside Hong Kong) such personal data to, from or with any and all of the following persons and entities:

- the Offeror, its subsidiaries and/or agent(s), such as its financial adviser and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or Taifook Securities and/or the Registrar, in connection with the operation of its business;
- any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as bankers, solicitors, accountants or licensed securities dealers; and
- any other persons or institutions whom the Offeror, Taifook Securities or the Registrar considers to be necessary or desirable in the circumstances.

4. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror, Taifook Securities or the Registrar holds your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Ordinance, the Offeror, Taifook Securities and the Registrar have the right to charge a reasonable fee for the processing of any data access requests. 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 Offeror, Taifook Securities or the Registrar (as the case may be).

BY SIGNING THIS FORM, YOU AGREE TO ALL OF THE ABOVE.

個人資料

收集個人資料聲明

香港法例第486章個人資料(私隱)條例(「該條例」)之主要條文已於一九九六年十二月二十日在香港生效。本收集個人資料聲明旨在知會閣下有關要約人、大福證券及股份過戶登記處有關個人資料及該條例之政策及慣例。

1. 收集閣下個人資料之原因

如閣下就本身之股份接納股份要約，閣下須提供所需個人資料。倘閣下未能提供所需資料，則可能導致閣下之接納不獲受理或有所延誤。

2. 用途

閣下於本表格提供之個人資料可能會就下列用途加以運用、持有及/或以任何方式保存：

- 處理閣下之接納及核實或遵循本表格及綜合文件載列之條款及申請手續；
- 登記以閣下名義轉讓股份；
- 保存或更新有關股份持有人之登記冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 確定閣下根據股份要約有權取得的配額；
- 自要約人及/或其附屬公司或代理(例如財務顧問及股份過戶登記處)收取通信；
- 編製統計代碼資料及股東簡歷；
- 按法例、規則或規例(無論法定或非法定者)作出披露；
- 披露有關資料以便索償或享有配額；
- 有關要約人或股份過戶登記處業務之任何其他用途；及
- 有關上文所述任何其他臨時或關連用途及/或以便要約人及/或大福證券履行彼等對股東及/或監管機構的責任及股東不時同意或獲悉之其他用途。

3. 轉交個人資料

本表格提供之個人資料將作為機密資料妥當保存，惟要約人及/或大福證券及/或股份過戶登記處為達致上述或其中任何用途，可能作出其認為必需之查詢，以確認個人資料之準確性，尤其可向或自下列任何及所有人士及實體披露、獲取或轉交(無論在香港境內外)該等個人資料：

- 要約人、其附屬公司及/或代理，例如其財務顧問及股份過戶登記處；
- 向要約人及/或大福證券及/或股份過戶登記處就其業務經營提供行政、電訊、電腦、付款或其他服務之任何代理、承包商或第三方服務供應商；
- 任何監管或政府機構；
- 與閣下進行交易或建議進行交易之任何其他人士或機構，例如往來銀行、律師、會計師或持牌證券交易商；及
- 要約人、大福證券或股份過戶登記處認為必需或適當情況下之任何其他人士或機構。

4. 存取及更正個人資料

根據該條例之規定，閣下可確認要約人、大福證券或股份過戶登記處是否持有閣下之個人資料，並獲取該資料副本，以及更正任何不正確資料。依據該條例之規定，要約人、大福證券及股份過戶登記處可就獲取任何資料之要求收取合理手續費。存取資料或更正資料或獲取有關政策及慣例以及所持資料類別之所有要求，須提交要約人、大福證券或股份過戶登記處(視情況而定)。

閣下一經簽署本表格，即表示同意上述所有條款。