

香港聯合交易所有限公司及香港中央結算有限公司對本表格之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不就因本表格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。

倘若閣下擬接納購股權要約，請使用接納及註銷尚未行使購股權之表格。

除文義另有所指外，本表格所用詞彙與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佈之綜合文件（「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。購股權持有人務請先閱讀本表格及綜合文件後始填寫本表格。



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

(於香港註冊成立之有限公司)
(股份代號：172)

接納及註銷尚未行使購股權之表格

本表格須閣下即時處理。閣下如對本表格任何方面或應採取之行動有任何疑問，應諮詢閣下持牌證券交易商、註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

致：大福證券、要約人及本公司

本人(姓名) _____ 地址為(地址) _____

(附註1) (「購股權持有人」)

謹此按下文所載的代價接納購股權要約，並同意註銷按下文所列之行使價授予本人尚未行使之購股權。隨本表格附奉有關該等尚未行使購股權之購股權證書(如有)，以供本公司註銷(附註2)。

| 尚未行使購股權之每股股份行使價 | 就每份尚未行使購股權而支付之現金代價金額 | 尚未行使購股權之數目(附註3) |
|-----------------|----------------------|-----------------|
| 0.132港元 | 0.558港元 | |
| 0.210港元 | 0.480港元 | |
| 1.014港元 | 0.0001港元 | |

日期：二零零八年 _____ 月 _____ 日

上述購股權持有人簽署

附註：

- 請以正楷填寫全名及地址。
- 倘交回供註銷之尚未行使購股權數目少於購股權持有人所持尚未行使購股權數目，則本公司將向該購股權持有人發出有關尚未行使購股權餘額之確認函件。
- 請填寫將交回供註銷尚未行使購股權之數目。如無填寫數目或所填數目超過閣下登記持有尚未行使之購股權數目，則閣下名下全部尚未行使購股權均被視作接納購股權要約論。
- 填妥之表格，連同閣下名下全部尚未行使之購股權或有關閣下接納購股權要約之尚未行使購股權數目之購股權證書(如有)，須於可行情況下，盡快郵寄或親身交回本公司之公司秘書，地址為香港金鐘道89號力寶中心第1座19樓1901-06室，並於任何情況下須於二零零八年五月十三日星期二(香港時間)下午四時前或要約人根據收購守則可能決定及公佈之較後時間及/或日期前，按上述地址送交本公司，信封面請註明「金榜集團控股有限公司購股權要約」。本公司將不會就本表格及/或購股權證書(倘有)發出收訖通知。

Form of acceptance and cancellation of Options

To: **Taifook Securities, the Offeror and the Company**

1. My execution of this form shall constitute:

- (a) my acceptance of the Option Offer 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 Options specified in this form or, if no such number is specified or a number in excess of my registered holding of Option(s) is specified, I shall be deemed to have accepted the Option Offer in respect of my entire holding of Option(s);
- (b) my 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 cancel my Option(s) tendered for cancellation under the Option Offer;
- (c) my irrevocable instruction and authority to the Offeror and/or Taifook Securities or their respective agent(s) to send a cheque crossed "Not negotiable – account payee only" drawn in my favour for the cash consideration to which I shall have become entitled under the terms of the Option Offer by ordinary post at my own risk to the person and the address stated below or, if no name and address is stated below, to me at the registered address shown in the register of Optionholders:

(Insert name and address of the person to whom the cheque is to be sent if different from the registered Optionholder.)

Name: (in block capitals) _____

Address: (in block capitals) _____

- (d) my irrevocable instruction and authority to the Offeror, Taifook Securities or such person or persons as any of them may direct to complete and execute any document on my behalf and to do any other act that may be necessary or expedient for the purposes of cancelling the Option(s) tendered for cancellation under the Option Offer; and
 - (e) my agreement to ratify each and every act or thing which may be done or effected by the Offeror, Taifook Securities or their respective agents or such person or persons as any of them may direct on the exercise of any of the authorities contained herein.
2. I understand that my acceptance of the Option Offer will be deemed to constitute a warranty and undertaking by me to the Offeror and Taifook Securities that the Option(s) specified in this form is/are free from all third party rights, liens, claims, charges, equities, options, adverse interests and encumbrances whatsoever and renounced together with all rights accruing or attaching thereto as at the date of the Composite Document or subsequently becoming attached to them and that I surrender to the Company all of my existing rights, if any, in respect of the Option(s), following which such Option(s) will be cancelled and extinguished.
3. I understand that if my registered address is located in a jurisdiction outside Hong Kong, acceptance of the Option Offer by me will be deemed to constitute a warranty by me to the Offeror and Taifook Securities that I have fully observed the laws and regulations of all relevant jurisdictions, obtained all requisite governmental, exchange control or other consents, complied with all necessary formalities, regulatory and/or legal requirements and paid any such cancellation or other taxes by whomsoever payable, that I have not taken or omitted to take any action which will or may result in the Company, the Offeror, Taifook Capital, Taifook Securities or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Option Offer or my acceptance thereof, and am permitted under all applicable laws to receive and accept the Option Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws.
4. In the event that my acceptance is not valid, or is treated as invalid, in accordance with the terms of the Option Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease and in which event, I authorise and request you or any one of you to return my certificate(s) for the Option(s), together with this form of acceptance and cancellation duly cancelled, by post at my own risk to the person and address stated in paragraph 1(c) above or if no name and address is stated, to me at the registered address shown in the register of Optionholders.
5. I enclose the relevant certificate(s) for the Option(s) (if any) for the whole or part of my holding of outstanding Option(s) which is/are to be held by you on the terms and conditions of the Option Offer. I understand that no acknowledgement of receipt of any form(s) of acceptance and cancellation and relevant certificate(s) for the Option(s) will be given. I further understand that all documents will be sent by post at my/our own risk.

接納及註銷購股權表格

致：大福證券、要約人及 貴公司

1. 本人簽署本表格即表示：

- (a) 本人按綜合文件及本表格所載代價及條款與條件，就本表格所列明之購股權數目有關之購股權（或如未有列明數目或所列數目多於本人為登記持有人之購股權項下之購股權數目，則為本人名下全部購股權），接納載於綜合文件中之購股權要約；
- (b) 本人承諾於必要或適當時簽署其他文件並辦理其他手續，以註銷本人就接納購股權要約而提呈之購股權；
- (c) 本人不可撤回地指示並授權要約人及／或大福證券或彼等各自之代理人以郵遞方式將本人按購股權要約之條款應得之現金代價以「不得轉讓－只入抬頭人賬戶」方式劃線開出支票予本人，然後寄予下文所列人士及地址（如未有於下欄列明姓名及地址，則按購股權持有人名冊所登記之地址寄予本人），郵誤風險由本人承擔；

(倘收取支票之人士不同於登記購股權持有人，則請在本欄填上接收支票人士之姓名及地址。)

姓名：(請用正楷) _____

地址：(請用正楷) _____

- (d) 本人不可撤回地指示並授權要約人、大福證券或彼等就此指定之人士，代表本人填妥及簽署任何文件，並採取任何必要或權宜之行動，以註銷本人就接納購股權要約而提呈之購股權；及
 - (e) 本人同意追認要約人、大福證券或彼等各自之代理人或彼等指定人士於行使本表格所載任何授權時可能作出或進行之各種行動或事宜。
2. 本人明白本人接納購股權要約將視作構成本人向要約人及大福證券保證及承諾，本表格所列之購股權概不附帶一切第三方權利、留置權、申索權、抵押、衡平權、選擇權、不利權益及產權負擔，並將會連同截至寄發綜合文件日期所累積或附帶或其後成為附帶的所有權利一併放棄，而於該等購股權獲註銷及終止後，本人放棄有關購股權之全部現有權利（如有）。
3. 本人明白倘本人之註冊地址位於香港以外之司法權區，本人接納購股權要約將視作構成本人向要約人及大福證券保證本人已全面遵守所有相關司法權區之法例及規例，取得一切必要之政府、外匯管制或其他方面之許可、遵守所有必需之手續、監管及／或法例規定，以及繳付任何人士應付之任何該註銷或其他稅項，且並無採取或遺漏採取任何行動致使 貴公司、要約人、大福融資、大福證券或任何其他人士就購股權要約或本人之接納行動違反任何司法權區之法例或規管規定，以及獲所有適用法例之許可收取及接納購股權要約及任何有關修訂，而根據所有適用法例，該接納乃屬有效及具約束力。
4. 倘按購股權要約之條款本人之接納屬無效或被視為無效，則上文第1段所載之所有指示、授權及承諾均會失效。在此情況下，本人授權並懇請 閣下或 閣下任何一位將本人之購股權證書連同已正式註銷之本接納及註銷表格以郵遞方式送回上文1(c)段所列人士及地址，或倘並無列出姓名及地址，則送到本人於購股權持有人名冊上所登記的地址，郵誤風險由本人承擔。
5. 本人茲附上本人持有之全部或部份尚未行使購股權之購股權相關證書（如有），由 閣下按購股權要約之條款及條件予以保存。本人明白任何交回的接納及註銷表格及／或購股權相關證書概不獲發收據。本人亦進一步明白所有文件將以平郵發送，郵誤風險由本人承擔。