



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 shareholders of Goldbond Group Holdings Limited (the “Company”) will be held at 10:00 a.m. on 17 April 2007 at JW Marriott Ballroom, JW Marriott Hotel Hong Kong, Pacific Place, 88 Queensway, Hong Kong for the purpose of considering and, if thought fit, passing the following resolution which will be proposed as Ordinary Resolution:

ORDINARY RESOLUTION

“**THAT:**

- (1) the conditional agreement dated 26th February 2007 (the “Shops SP Agreement”) made between (1) Perfect Manor Limited (“Perfect Manor”), an indirect wholly-owned subsidiary of the Company, and (2) Bliss Investments Ltd. (“Purchaser”), whereby, inter alia, Perfect Manor conditionally agreed to sell to the Purchaser the following shop units in the building known as “GOLDEN PLAZA” at Nos.745-747 Nathan Road, Kowloon, Hong Kong (“Golden Plaza”):

shops B1, B2, B3, B4, B5, B6, B7, B8 and B9 at Basement, Shops G1A, G1B, G1C, G2, G2A, G3, G3A, G4, G5, G6, G7, G8, G9, G10, G11, G12, G13, G14, G15, G15A, G16, G16A, G17, G17A, G17B, G18, G18A, G19, G19A, G20, G21, G22, G23, G23A, G24, G24A, G25, G25A, G26, G26A, G27, G27A and G28 on Ground Floor, shops 101, 102, 103, 104, 107, 109, 110, 111, 112, 113, 114, 114A, 115, 116, 116A, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 136A, 136B, 137, 137A, 138, 139, 140 and 141 on First Floor, shops 201, 202, 203, 204, 205, 206, 207, 210, 211, 212, 213, 214, 214A, 215, 216, 216A, 217, 220, 221, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 236, 236A, 236B, 237, 237A, 239 and 240 on Second Floor and shops 301, 302, 303, 305, 306, 307, 308, 309, 311, 312, 313, 314, 315, 316, 317, 319, 320, 322, 323, 324, 325, 328, 329, 330, 331, 333, 334, 335, 336, 336A, 337, 338 and 339 on Third Floor of Golden Plaza (collectively, the “Shops”),

at the cash consideration of HK\$515,000,000, a copy whereof marked “A” and signed by the Chairman of the Extraordinary General Meeting for the purpose of identification has been submitted to the Extraordinary General Meeting, and the disposal of the Shops thereunder be and are hereby approved and ratified and the directors of the Company be and are hereby authorized to:

- (a) sign, execute, perfect, deliver and do, for and on behalf of the Company:
- (i) upon completion of the sale of the Shops under the Shops SP Agreement, pursuant to and in accordance with the terms of the Shops SP Agreement, a rental guarantee and indemnity to be entered into between (1) Perfect Manor; (2) the Purchaser and (3) the Company (the “Rental Guarantee and Indemnity”), whereby, inter alia, Perfect Manor will guarantee to the Purchaser in respect of the total amount of the rental income of the

Shops during the period of three months following such completion and the Company will guarantee the performance of the obligations and liabilities of Perfect Manor under the Rental Guarantee and Indemnity, upon and subject to the terms and conditions set out in the final draft thereof attached to and forming part of the Shops SP Agreement; and

- (ii) all such documents, deeds, acts, matters and things as they may consider necessary or desirable for the purpose of or in connection with the implementation or carrying into effect of the disposal of the Shops and all and any of the provisions of the Shops SP Agreement and the Rental Guarantee and Indemnity or either of them and all and any transactions incidental thereto or thereby contemplated respectively; and
 - (b) make agree, for and on behalf of the Company, such variations of a non-material nature in the terms of the Shops SP Agreement and the Rental Guarantee and Indemnity or either of them as they consider to be desirable and in the interests of the Company; and
- (2) the conditional agreement dated 26th February 2007 (the “Upper Exterior Wall SP Agreement”) made between (1) Metro Fair Investments Limited (“Metro Fair”), an indirect wholly-owned subsidiary of the Company, and (2) Bliss Investments Ltd. (“Purchaser”), whereby, inter alia, Metro Fair conditionally agreed to sell to the Purchaser the Upper Exterior Walls of Golden Plaza as more particularly set out therein (the “Upper Exterior Wall”), at the cash consideration of HK\$1, a copy whereof marked “B” and signed by the Chairman of the Extraordinary General Meeting for the purpose of identification has been submitted to the Extraordinary General Meeting, and the disposal of the Upper Exterior Wall thereunder be and are hereby approved and ratified and the directors of the Company be and are hereby authorized to:
- (a) sign, execute, perfect, deliver and do, for and on behalf of the Company all such documents, deeds, acts, matters and things as they may consider necessary or desirable for the purpose of or in connection with the implementation or carrying into effect of the disposal of the Upper Exterior Wall and all and any of the provisions of the Upper Exterior Wall SP Agreement and all and any transactions incidental thereto or thereby contemplated; and
 - (b) make agree, for and on behalf of the Company, such variations of a non-material nature in the terms of the Upper Exterior Wall SP Agreement as they consider to be desirable and in the interests of the Company; and
- (3) the conditional agreement dated 26th February 2007 (the “Lower Exterior Wall SP Agreement”) made between (1) Apex Honour Limited (“Apex Honour”), an indirect wholly-owned subsidiary of the Company, and (2) Bliss Investments Ltd. (“Purchaser”), whereby, inter alia, Apex Honour conditionally agreed to sell to the Purchaser the Lower Exterior Walls of Golden Plaza as more particularly set out therein (the “Lower Exterior Wall”), at the cash consideration of HK\$15,000,000, a copy whereof marked “C” and signed by the Chairman of the Extraordinary General Meeting for the purpose of identification has been submitted to the Extraordinary General Meeting, and the disposal of the Lower Exterior Wall thereunder be and are hereby approved and ratified and the directors of the Company be and are hereby authorized to:
- (a) sign, execute, perfect, deliver and do, for and on behalf of the Company:
 - (i) upon completion of the sale of the Lower Exterior Wall under the Lower Exterior Wall SP Agreement, pursuant to and in accordance with the terms of the Lower Exterior Wall SP Agreement, a licence agreement to be entered into between (1) the Purchaser; (2)

Perfect Manor and (3) the Company (the “Licence Agreement”), whereby, inter alia, the Purchaser will grant and Perfect Manor will take up a licence to use part of the Upper Exterior Wall and part of the Lower Exterior Wall as more particularly set out therein for a term of two years following such completion and the Company will guarantee the performance of the obligations and liabilities of Perfect Manor under the Licence Agreement, upon and subject to the terms and conditions set out in the final draft thereof attached to and forming part of the Lower Exterior Wall SP Agreement; and

- (ii) all such documents, deeds, acts, matters and things as they may consider necessary or desirable for the purpose of or in connection with the implementation or carrying into effect of the disposal of the Lower Exterior Wall and all and any of the provisions of the Lower Exterior Wall SP Agreement and the Licence Agreement or either or them and all and any transactions incidental thereto or thereby contemplated respectively; and
- (b) make agree, for and on behalf of the Company, such variations of a non-material nature in the terms of the Lower Exterior Wall SP Agreement and the Licence Agreement or either or them as they consider to be desirable and in the interests of the Company.”

By Order of the Board
Kelly Li
Company Secretary

Hong Kong, dated 28 March 2007

Registered office:
Unit 3901A, Tower 1
Lippo Centre
89 Queensway
Hong Kong

Notes:

1. Any member of the Company entitled to attend and vote at the meeting convened by the above notice is entitled to appoint one or more proxies to attend and vote instead of him. A proxy need not to be a member of the Company.
2. The instrument appointing a proxy and the power of attorney or other authority, if any, under which it is signed, or a notarially certified copy of such power or authority shall be deposited at the office of the Company’s share registrar, Computershare Hong Kong Investor Services Limited, at 46th Floor, Hopewell Centre, 183 Queen’s Road East, Wanchai, Hong Kong not less than 48 hours before the time appointed for holding the meeting or adjourned meeting, or any adjournment thereof, or, in the case of a poll, not less than 24 hours before the time appointed for the taking of the poll, and in default, the instrument of proxy shall not be treated as valid.
3. Completion and return of the form of proxy will not preclude the appointor from attending and voting at the meeting or any adjourned meeting thereof. In that event, such form of proxy will be deemed to have been revoked.
4. In the case of joint holders of a share, any one of such holders may vote at the meeting either in person or by proxy in respect of such share, but if one of such joint holders is present at the meeting personally or by proxy, the vote of the senior who tenders a vote, whether in person or by proxy, shall be accepted to the exclusion of the other joint holder(s) and for this purpose, seniority will be determined by the order in which the names stand in the register of members in respect of the joint holders.

“Please also refer to the published version of this announcement in The Standard”