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GOLDBOND GROUP HOLDINGS LIMITED

金榜集團控股有限公司

(incorporated in Hong Kong with limited liability)

(Stock code: 172)

MAJOR TRANSACTION AND RESUMPTION OF TRADING IN SHARES

THE FIRST LOAN AGREEMENT

On 5 September 2007, the Lender, a wholly-owned subsidiary of the Company, entered into the First Loan Agreement with Poly Sanhao, pursuant to which the Lender has conditionally agreed to make available a term loan of RMB100 million (or equivalent amount in other currency) to Poly Sanhao for financing the development of the Property by China-King.

THE SECOND LOAN AGREEMENT

On 5 September 2007, the Lender entered into the Second Loan Agreement with Worldpro, pursuant to which the Lender has conditionally agreed to make available a term loan of RMB15 million (or equivalent amount in other currency) to Worldpro for financing the development of the Property by China-King.

THE DEED OF UNDERTAKING

In consideration of the Lender entering into of the First Loan Agreement and making the First Loan available to Poly Sanhao for a term of 3 years and of the Arranger arranging the First Loan for Poly Sanhao, Mr. Chan, Mr. Wu and Worldpro on 5 September 2007 entered into the Deed of Undertaking, pursuant to which Mr. Chan, Mr. Wu and Worldpro have agreed to pay certain arrangement fees to the Lender and the Arranger.

GENERAL

As the relevant applicable aggregate percentage ratio for the grant of the First Loan and the Second Loan and the respective transactions contemplated thereunder under Rule 14.07 of the Listing Rules is above 25% but less than 100%, the grant of the First Loan and the Second Loan together constitutes a major transaction for the Company and therefore is subject to the approval by the Independent Shareholders. As the aggregate of the First Loan and the Second Loan exceeds 8% under the assets ratio as defined under Rule 14.07(1) of the Listing Rules, relevant disclosures pursuant to Rule 13.13 of the Listing Rules are made in this announcement.

A circular containing, amongst others, further information in relation to the First Loan Agreement, the Second Loan Agreement and the Deed of Undertaking and a notice of the EGM will be despatched to the Shareholders as soon as practicable in accordance with the Listing Rules.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquires, save that Mr. Lan Ning, Mr. Wu's spouse and Mr. Chan, who beneficially owns 71.5 million Shares, 900,000 Shares and 360,000 Shares respectively as at the date of this announcement and each of whom has material interest in the First Loan Agreement and the Second Loan Agreement and the respective transactions contemplated thereunder, are required to abstain from voting on the proposed resolutions approving the First Loan Agreement and the Second Loan Agreement at the EGM, no Shareholder has a material interest in the First Loan Agreement and the Second Loan Agreement and the respective transactions contemplated thereunder who is required to abstain from voting on the proposed resolutions approving the First Loan Agreement and the Second Loan Agreement at the EGM. The grant of the First Loan and the Second Loan and the respective transactions contemplated thereunder is subject to the approval of the Independent Shareholders by poll at the EGM under the Listing Rules.

RESUMPTION OF TRADING

Trading in the Shares on the Stock Exchange was suspended with effect from 9:30 a.m. on 6 September 2007 at the request of the Company pending the issue and publication of this announcement. An application has been made to the Stock Exchange for the resumption of trading in the Shares on the Stock Exchange with effect from 9:30 a.m. on 7 September 2007.

THE FIRST LOAN AGREEMENT

Date

5 September 2007

Parties

Lender: Famous Apex Limited, a wholly-owned subsidiary of the Company
Borrower: Poly Sanhao, an Independent Third Party
Confirmor: China-King

Principal terms

First Loan : A term loan of RMB100 million, or equivalent amount in other currency.
Purpose: The entire proceeds shall be used exclusively for financing the development of the Property by China-King.
Arrangement fee: Poly Sanhao shall pay to the Lender a non-refundable arrangement fee of RMB10,000,000 (or equivalent amount in other currency) by 2 equal installments on the day falling 24 months and 30 months after the date on which the Lender advances the First Loan.

Availability Period: The Lender shall advance the First Loan to Poly Sanhao, which should be within 5 business days after the fulfillment of all conditions precedent to the grant of the First Loan.

Loan period: Three years commencing from the date on which the Lender advances the First Loan.

Security for the First Loan:

1. Mortgage of the 85% equity interest in China-King owned by Poly Sanhao;
2. Mortgage of the 51% equity interest in Poly Sanhao owned by Worldpro; and
3. Mr. Wu's personal guarantee in favour of the Lender

Repayment: Subject to an overriding right of the Lender to demand Poly Sanhao to repay the whole or any part of the outstanding First Loan at any time during the period of the First Loan, the outstanding First Loan shall be repaid in Renminbi (or equivalent amount in other currency) in full on the date falling three years after the date on which the Lender advances the First Loan.

Prepayment: No voluntary prepayment of the First Loan is permitted without the Lender's consent.

Interest: 10% per annum accrued from the date of drawing of the First Loan and payable in manner set out below:

Date of interest payment	Interest payable <i>(RMB or equivalent amount in other currency)</i>
On the day falling 24 months after the date on which the Lender advances the First Loan	20 million
On the day falling 30 months after the date on which the Lender advances the First Loan	5 million
On the day falling 36 months after the date on which the Lender advances the First Loan	5 million

Conditions precedent:

The grant of the First Loan is conditional upon, inter alia, the following:

1. if required, the Company having obtained the approval of the Shareholders (other than those, if any, who are required to abstain from voting under the Listing Rules) in respect of the First Loan Agreement and the Second Loan Agreement and the respective transactions contemplated thereunder;
2. the provision by Poly Sanhao and China-King of a PRC legal opinion which has been approved and confirmed by the Lender, confirming the due incorporation and valid existence of Poly Sanhao, China-King and all other security parties, the First Loan Agreement and all security documents are legal, valid and enforceable under the PRC law, and any other matters which the Lender may require;
3. the relevant approval or consent from all third parties including but not limited to the relevant authorities in the PRC and overseas for the transactions contemplated under the First Loan Agreement having been obtained; and
4. all the conditions precedent under the Second Loan Agreement having been fulfilled or waived (other than the condition precedent under which requires the fulfillment of all the conditions precedent under the First Loan Agreement).

If any of the conditions precedent set out in the First Loan Agreement has not been fulfilled or waived (in respect of the condition precedent set out in (1) above) by 31 December 2007 (or such later date as the Lender and Poly Sanhao may agree in writing), the First Loan Agreement shall be terminated automatically and have no further force and effect and no party to the First Loan Agreement shall have any liability thereunder save for any antecedent breach of any term thereof.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, each of Poly Sanhao and China-King is an Independent Third Party.

The terms of the First Loan Agreement were arrived at after arm's length negotiations between the Lender and Poly Sanhao.

THE SECOND LOAN AGREEMENT

Date

5 September 2007

Parties

Lender: Famous Apex Limited, a wholly-owned subsidiary of the Company

Borrower: Worldpro

Principal terms

Second Loan: A term loan of RMB15 million (or equivalent amount in other currency)

Purpose: The entire proceeds shall be used exclusively for financing the development of the Property by China-King.

Loan period: Three years commencing from the date on which the Lender advances the Second Loan.

Arrangement fee: Worldpro shall pay to the Lender a non-refundable arrangement fee of RMB1,500,000 (or equivalent amount in other currency) which shall be paid as to RMB500,000 (or equivalent amount in other currency) on the day falling 18 months after the drawdown date and as to RMB1,000,000 (or equivalent amount in other currency) on the day falling 30 months after the drawdown date.

Security for the Second Loan:

1. First fixed and floating charge on all assets including, among others, any land and properties, intellectual property rights, receivables and securities legally or beneficially owned by Worldpro;
2. Mortgage of the entire issued share capital of Worldpro and assignment and subordination of all loans owing from Worldpro to Mr. Chan;
3. Mr. Chan's personal guarantee in favour of the Lender; and
4. Mr. Wu's personal guarantee in favour of the Lender.

Availability Period: Unless otherwise agreed by the Lender, the period commencing on the date of fulfillment or waiver (as applicable) of the conditions precedent to the Second Loan Agreement and ending on the earlier of (i) the date which is two months from the date of such fulfillment or waiver; or (ii) the date on which the Second Loan is fully drawn, cancelled or terminated.

Prepayment: No voluntary prepayment of the Second Loan is permitted.

Repayment: Subject to an overriding right to demand full or partial repayment of the outstanding Second Loan by the Lender at any time, the outstanding Second Loan shall be repaid in full on the day falling 36 months after the date on which the Second Loan is drawn by Worldpro unless otherwise extended by the Lender at its absolute discretion.

Interest: 40% per annum accrued from the date of drawing of the Second Loan and payable in manner set out below:

Date of interest payment	Interest payable <i>(RMB or equivalent amount in other currency)</i>
On the day falling 24 months after the date on which a drawing is made	12 million
On the day falling 30 months after the date on which a drawing is made	3 million
On the day falling 36 months after the date on which a drawing is made	3 million

Conditions precedent: The grant of the Second Loan is conditional upon:

1. if required, the Company having obtained the approval of the Shareholders (other than those, if any, who are required to abstain from voting under the Listing Rules) in respect of, inter alia, the entering into of the Second Loan Agreement and the First Loan Agreement by the Lender and the performance of the transactions contemplated thereunder by the Lender in accordance with all applicable law, rules and regulations;
2. all the conditions precedent to the First Loan Agreement having been fulfilled or waived (as the case may be) (other than the condition precedent which requires the fulfillment of all the conditions precedent under the Second Loan Agreement); and
3. the Lender having received the Deed of Undertaking duly executed by Mr. Chan, Mr. Wu and Worldpro and all security documents and other documents executed pursuant thereto.

If any of the conditions precedent has not been fulfilled or waived (in respect of the condition precedent set out in (2) above) by 31 December 2007 (or such later date as the Lender may agree at its absolute discretion), the Second Loan Agreement will be terminated automatically and have no further force and effect and no party shall have any liability under them save for any antecedent breach of any term thereof.

The advancement of the First Loan and the Second Loan are inter-conditional.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquiries, Worldpro is an Independent Third Party.

The terms of the Second Loan Agreement were arrived at after arm's length negotiations between the Lender and Worldpro.

DEED OF UNDERTAKING

In consideration of the Lender entering into the First Loan Agreement and making the First Loan available to Poly Sanhao for a term of 3 years and of the Arranger arranging the First Loan for Poly Sanhao, Mr. Chan, Mr. Wu and Worldpro entered into on 5 September 2007 the Deed of Undertaking, pursuant to which Mr. Chan, Mr. Wu and Worldpro have unconditionally and irrevocably, jointly and severally, covenanted and undertaken to pay to (i) the Arranger an arrangement fee in the sum of RMB5,750,000 (or equivalent amount in other currency) on the day falling 12 months after the date of the drawdown of the First Loan; and (ii) the Lender an arrangement fee in the following manner:

Date of payment	Amount <i>(RMB or equivalent amount in other currency)</i>
On the day falling 12 months after the date of the drawdown of the First Loan	3,450,000
On the day falling 18 months after the date of the drawdown of the First Loan	14,700,000
On the day falling 24 months after the date of the drawdown of the First Loan	13,000,000
On the day falling 30 months after the date of the drawdown of the First Loan	16,200,000
On the day falling 36 months after the date of the drawdown of the First Loan	25,000,000

As security for the performance of the obligations of Mr. Chan, Mr. Wu and Worldpro under the Deed of Undertaking:

1. Worldpro will execute a second fixed and floating charge on all assets including, among others, any land and properties, intellectual property rights, receivables and securities legally and beneficially owned by Worldpro; and
2. Mr. Chan and Worldpro will execute a second mortgage of the entire issued share capital of Worldpro and assignment and subordination of all loans owing from Worldpro.

INFORMATION ON POLY SANHAO, WORLDPRO AND CHINA-KING

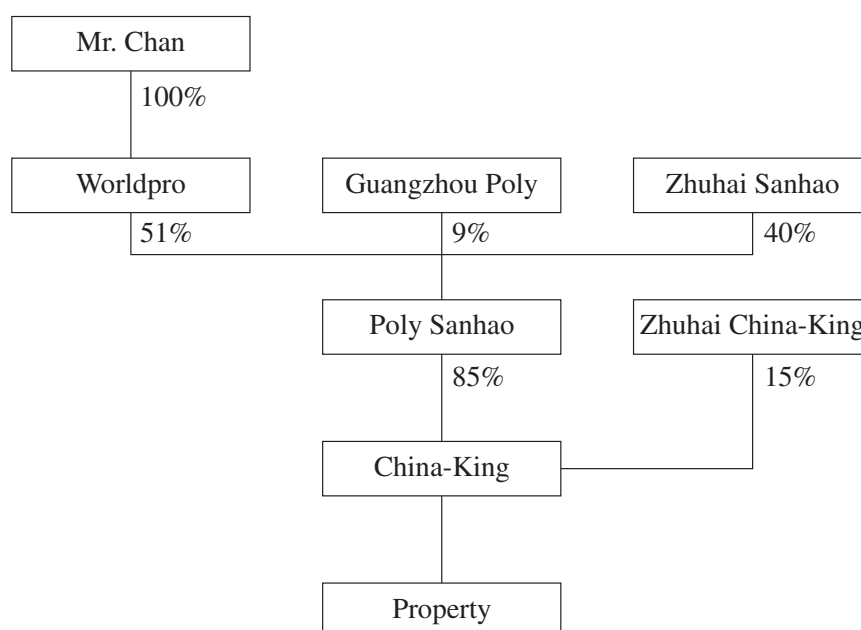
Poly Sanhao is principally engaged in the investment holding of 85% interest in China-King. As at the date of this announcement, Poly Sanhao is owned as to 51%, 40% and 9% by Worldpro, Zhuhai Sanhao and Guangzhou Poly respectively.

Worldpro is principally engaged in the investment holding of 51% interest in Poly Sanhao. As at the date of this announcement, Worldpro is wholly owned by Mr. Chan.

Zhuhai Sanhao is beneficially owned by Mr. Wu and Guangzhou Poly is beneficially owned as to 55% by Mr. Lan Ning, an executive Director.

China-King is principally engaged in the development of the Property in the PRC, which occupies 3 parcels of land with a total site area of approximately 91,642.99 sq.m. to be developed into a large-scale mixed use complex, comprising a residential portion, a retail portion and car parking spaces and of which land use right for site area of approximately 8,851.98 sq.m. has been obtained. As at the date of this announcement, China-King is owned as to 85% and 15% by Poly Sanhao and Zhuhai China-King respectively. Zhuhai China-King and its ultimate beneficial owners are Independent Third Parties.

The shareholding structure of Poly Sanhao and China-King as at the date of this announcement is set out below:



REASONS FOR AND BENEFITS OF THE ENTERING INTO OF THE FIRST LOAN AGREEMENT, THE SECOND LOAN AGREEMENT AND THE DEED OF UNDERTAKING

The Group is principally engaged in investment and provision of financial services and investment in property.

As mentioned in the annual report of the Company for the financial year ended 31 March 2007, the Group believes that investment in its financial service business would be a long term strategic move. For the financial year ended 31 March 2007, the lending business portfolio of the Group continued to achieve a high yield averaging at above 4% per month. The Directors are optimistic about the prospects in the development of the Property by China-King and consider that the entering into of the First Loan Agreement, the Second Loan Agreement and the Deed of Undertaking, which collectively provide the Group with a potential investment return of over 35% per annum, are in line with the strategic direction of the Group and can provide the Group with a stable and promising source of revenue during the terms of the First Loan and the Second Loan.

The Directors are of the view that the terms of the First Loan Agreement and the Second Loan Agreement and respective transactions contemplated thereunder are fair and reasonable and are in the interests of the Group and the Shareholders as a whole.

The advance of the First Loan to Poly Sanhao and the advance of the Second Loan to Worldpro will be financed by the Group's internal resources.

GENERAL

As the relevant applicable aggregate percentage ratio for the grant of the First Loan and the Second Loan and the respective transactions contemplated thereunder under Rule 14.07 of the Listing Rules is above 25% but less than 100%, the grant of the First Loan and the Second Loan together constitutes a major transaction for the Company and therefore is subject to the approval by the Independent Shareholders. As the aggregate of the First Loan and the Second Loan exceeds 8% under the assets ratio as defined under Rule 14.07(1) of the Listing Rules, relevant disclosures pursuant to Rule 13.13 of the Listing Rules are made in this announcement.

A circular containing, amongst others, further information in relation to the First Loan Agreement, the Second Loan Agreement and the Deed of Undertaking and a notice of the EGM will be despatched to the Shareholders as soon as practicable in accordance with the Listing Rules.

To the best of the Directors' knowledge, information and belief, having made all reasonable enquires, save that Mr. Lan Ning, Mr. Wu's spouse and Mr. Chan, who beneficially owns 71.5 million Shares, 900,000 Shares and 360,000 Shares respectively as at the date of this announcement and each of whom has material interest in the First Loan Agreement and the Second Loan Agreement and the respective transactions contemplated thereunder, are required to abstain from voting on the proposed resolutions approving the First Loan Agreement and the Second Loan Agreement at the EGM, no Shareholder has a material interest in the First Loan Agreement and the Second Loan Agreement and the respective transactions contemplated thereunder who is required to abstain from voting at the EGM. The grant of the First Loan and the Second Loan and the respective transactions contemplated thereunder is subject to the approval of the Independent Shareholders by poll at the EGM under the Listing Rules.

RESUMPTION OF TRADING

Trading in the Shares on the Stock Exchange was suspended with effect from 9:30 a.m. on 6 September 2007 at the request of the Company pending the issue and publication of this announcement. An application has been made to the Stock Exchange for the resumption of trading in the Shares on the Stock Exchange with effect from 9:30 a.m. on 7 September 2007.

DEFINITIONS

The following words and phrases used in this announcement have the following meaning:

“Arrangement Fee”	the arrangement fee payable by Mr. Chan, Mr. Wu and Worldpro to the Lender and the Arranger pursuant to the Deed of Undertaking
“Arranger”	Birdsong Management Limited, a company incorporated in the British Virgin Islands and wholly-owned by the Company, the arranger of the First Loan to be granted by the Lender under the First Loan Agreement
“associates”	has the meaning ascribed to it under the Listing Rules
“Board”	the board of Directors
“business day”	a day (excluding Saturday and other general holidays in Hong Kong and any day on which a tropical cyclone warning no. 8 or above is hoisted or remains hoisted between 9:00 a.m. and 12:00 noon and is not lowered at or before 12:00 noon or on which a “black” rainstorm warning is hoisted or remains in effect between 9:00 a.m. and 12:00 noon and is not discontinued at or before 12:00 noon) on which licensed banks in Hong Kong are generally open for business
“China-King”	珠海市中廣置業有限公司 (Zhuhai City China-King Real Estate Co., Ltd.#), a company incorporated in the PRC with limited liability, which is an Independent Third Party and is owned as to 85% and 15% by Poly Sanhao and Zhuhai China-King respectively as at the date of this announcement
“Company”	Goldbond Group Holdings Limited (Stock code: 172), a company incorporated in Hong Kong with limited liability, the issued Shares of which are listed on the Stock Exchange
“Deed of Undertaking”	the deed of undertaking dated 5 September 2007 entered into among Mr. Chan, Mr. Wu and Worldpro in favour of the Lender and the Arranger for the payment of the Arrangement Fee
“Director(s)”	the director(s) of the Company
“EGM”	the extraordinary general meeting of the Company to be convened to consider and, if thought fit, approve the First Loan Agreement, the Second Loan Agreement, and the respective transactions contemplated thereunder
“First Loan”	a term loan of RMB100 million or equivalent amount in other currency to be made available by the Lender to Poly Sanhao pursuant to the terms of the First Loan Agreement

“First Loan Agreement”	the conditional loan agreement dated 5 September 2007 entered into, among others, the Lender as lender and Poly Sanhao as borrower in respect of the First Loan
“Group”	the Company and its subsidiaries
“Guangzhou Poly”	廣州保利倉儲管理有限公司 (Guangzhou Poly Warehouse Management Co. Ltd.), a company incorporated in the PRC with limited liability and is owned as to 55% by Mr. Lan Ning, an executive Director
“Hong Kong”	the Hong Kong Special Administrative Region of the PRC
“Independent Shareholders”	holders of the Shares other than Mr. Lan Ning, Mr. Wu’s spouse and Mr. Chan and their respective associates
“Independent Third Party(ies)”	any person(s) or company(ies) and their respective ultimate beneficial owner(s), to the best of the Directors’ knowledge, information and belief having made all reasonable enquiries, are third party(ies) independent of and not connected with any director, chief executive or substantial shareholders of the Company or its subsidiaries or any of their respective associates
“Lender”	Famous Apex Limited, a company incorporated in the British Virgin Islands with limited liability and a wholly-owned subsidiary of the Company
“Listing Rules”	the Rules Governing the Listing of Securities on the Stock Exchange
“Mr. Chan”	Mr. Chan Way Luk, an Independent Third Party and the beneficial owner of the entire equity interest in Worldpro as at the date of this announcement
“Mr. Wu”	Mr. Wu Deming, an Independent Third Party and the beneficial owner of the entire equity interest in Zhuhai Sanhao as at the date of this announcement
“Poly Sanhao”	珠海市保利三好有限公司 (Zhuhai Poly Sanhao Company Limited [#]), a company incorporated in the PRC with limited liability which is owned as to 51%, 40% and 9% by Worldpro, Zhuhai Sanhao and Guangzhou Poly respectively as at the date of this announcement
“PRC”	The People’s Republic of China

“Property”	Huaxia Zhongguan City at the south of Lanpu Road, Northeast of Qianshan Flyover, north of Jiuzhou Avenue, Qianshan, Zhuhai City, Guangdong Province, the PRC, occupying 3 parcels of land with a total site area of approximately 91,642.99 sq.m. to be developed into a large-scale mixed use complex, and of which land use right for site area of approximately 8,851.98 sq.m. has been obtained by China-King
“Second Loan”	a term loan of RMB15 million or equivalent amount in other currency to be made available by the Lender to Worldpro pursuant to the terms of the Second Loan Agreement
“Second Loan Agreement”	the conditional loan agreement dated 5 September 2007 entered into between the Lender as lender and Worldpro as borrower in respect of the Second Loan
“Share(s)”	ordinary share(s) of HK\$0.10 each in the capital of the Company
“Shareholder(s)”	holder(s) of the Share(s)
“Stock Exchange”	The Stock Exchange of Hong Kong Limited
“Worldpro”	Wordpro International Investment Limited, a company incorporated in Hong Kong with limited liability, which is an Independent Third Party and is wholly owned by Mr. Chan
“Zhuhai China-King”	珠海市中廣企業(集團)有限公司 (Zhuhai City China-King Enterprises (Holdings) Co., Ltd.#), a corporation incorporated in the PRC with limited liability
“Zhuhai Sanhao”	珠海市三好房地產開發有限公司 (Zhuhai Sanhao Property Development Co. Ltd.#), a company incorporated in the PRC with limited liability, which is an Independent Third Party and is beneficially wholly owned by Mr. Wu
“HK\$”	Hong Kong dollars, the lawful currency of Hong Kong
“RMB”	Renminbi, the lawful currency of the PRC

“sq.m.” square meter(s)

“%” per cent.

As at the date of this announcement, the Board comprises Mr. Wang Jun, Mr. Wong Yu Lung, Charles, Mr. Ding Chung Keung, Vincent, Mr. Lan Ning, Mr. Kee Wah Sze, Miss Wong, Michelle Yatye and Mr. Xie Xiao Qing (all being executive Directors), Mr. Ip Yin Wah, Mr. Ma Ho Fai SBS JP and Mr. Melvin Jitsumi Shiraki (all being independent non-executive Directors).

By order of the Board
Goldbond Group Holdings Limited
Wong Yu Lung, Charles
Chief Executive Officer

Hong Kong, 6 September 2007

For English translation only