

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited and Hong Kong Securities Clearing Company Limited take no responsibility for the contents of this YELLOW Form of Option Offer Acceptance, 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 YELLOW Form of Option Offer Acceptance.

香港交易及結算有限公司、香港聯合交易所有限公司及香港中央結算有限公司對本黃色購股權要約接納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，概不就因本黃色購股權要約接納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。

Unless the context otherwise requires, terms used in this YELLOW Form of Option Offer Acceptance shall bear the same meanings as those defined in the composite offer and response document dated 12 January 2018 (the "Composite Document") jointly issued by Sansheng Hongye (Hong Kong) Limited (the "Offeror") as the offeror and Henry Group Holdings Limited as the offeree company (the "Company").

除文義另有指明外，本黃色購股權要約接納表格所用詞彙與三盛宏業(香港)有限公司(「要約人」)(作為要約人)與鎮科集團控股有限公司(作為受要約公司)(「本公司」)於二零一八年一月十二日聯合刊發之綜合要約及回應文件(「綜合文件」)所界定者具有相同涵義。

YELLOW FORM OF OPTION OFFER ACCEPTANCE FOR USE IF YOU WANT TO ACCEPT THE OPTION OFFER.

閣下如欲接納購股權要約，請使用本黃色購股權要約接納表格



HENRY GROUP HOLDINGS LIMITED

鎮科集團控股有限公司*

(Incorporated in Bermuda with limited liability)

(Stock Code: 859)

(於百慕達註冊成立之有限公司)

(股份代號：859)

YELLOW FORM OF OPTION OFFER ACCEPTANCE AND CANCELLATION OF OUTSTANDING SHARE OPTIONS OF HENRY GROUP HOLDINGS LIMITED

鎮科集團控股有限公司之尚未行使購股權之黃色購股權要約接納及註銷表格

To be completed in full 每項均須填寫

The Company, Henry Group Holdings Limited

本公司，鎮科集團控股有限公司

Suite 1711, Tower 2, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong

香港銅鑼灣勿地臣街1號時代廣場二座1711室

FOR THE CONSIDERATION stated below, the Optionholder named below hereby agrees to accept the Option Offer and cancel the number of Options specified below subject to the terms and conditions contained herein and in the Composite Document. 根據本黃色購股權要約接納表格及綜合文件載列之條款及條件，下列購股權持有人謹此同意按下列代價，接納購股權要約以及註銷下文指定之購股權數目。		
OPTIONHOLDER(S) name(s) and address in full 購股權持有人之全名及地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)	Surname(s) 姓氏 Registered address 登記地址	Forename(s) 名字 Telephone number 電話號碼
Options under scheme previously adopted by the Company on 3 September 2003 本公司於二零零三年九月三日採納之購股權計劃項下之購股權		
Number of Option(s) at the exercise price of HK\$0.6505 per Option surrendered for cancellation (Note) 交回供註銷之每份購股權行使價0.6505港元之購股權數目(附註)	FIGURES 數字	WORDS 大寫
CONSIDERATION 代價	HK\$1.7727 in cash for cancellation of each Option with exercise price of HK\$0.6505 就行使價為0.6505港元之每份購股權而言，為現金1.7727港元	
Options under scheme adopted by the Company on 3 September 2013 本公司於二零一三年九月三日採納之購股權計劃項下之購股權		
Number of Option(s) at the exercise price of HK\$0.8780 per Option surrendered for cancellation (Note) 交回供註銷之每份購股權行使價0.8780港元之購股權數目(附註)	FIGURES 數字	WORDS 大寫
CONSIDERATION 代價	HK\$1.5452 in cash for cancellation of each Option with exercise price of HK\$0.8780 就行使價為0.8780港元之每份購股權而言，為現金1.5452港元	
Number of Option(s) at the exercise price of HK\$0.9100 per Option surrendered for cancellation (Note) 交回供註銷之每份購股權行使價0.9100港元之購股權數目(附註)	FIGURES 數字	WORDS 大寫
CONSIDERATION 代價	HK\$1.5132 in cash for cancellation of each Option with exercise price of HK\$0.9100 就行使價為0.9100港元之每份購股權而言，為現金1.5132港元	
Number of Option(s) at the exercise price of HK\$1.0211 per Option surrendered for cancellation (Note) 交回供註銷之每份購股權行使價1.0211港元之購股權數目(附註)	FIGURES 數字	WORDS 大寫
CONSIDERATION 代價	HK\$1.4021 in cash for cancellation of each Option with exercise price of HK\$1.0211 就行使價為1.0211港元之每份購股權而言，為現金1.4021港元	
Number of Option(s) at the exercise price of HK\$1.1140 per Option surrendered for cancellation (Note) 交回供註銷之每份購股權行使價1.1140港元之購股權數目(附註)	FIGURES 數字	WORDS 大寫
CONSIDERATION 代價	HK\$1.3092 in cash for cancellation of each Option with exercise price of HK\$1.1140 就行使價為1.1140港元之每份購股權而言，為現金1.3092港元	
Number of Option(s) at the exercise price of HK\$1.3820 per Option surrendered for cancellation (Note) 交回供註銷之每份購股權行使價1.3820港元之購股權數目(附註)	FIGURES 數字	WORDS 大寫
CONSIDERATION 代價	HK\$1.0412 in cash for cancellation of each Option with exercise price of HK\$1.3820 就行使價為1.3820港元之每份購股權而言，為現金1.0412港元	

Signed by or on behalf of the Optionholder in the presence of:

購股權持有人或其代表在下列見證人見證下簽署：

Name of Witness 見證人姓名

Signature of Witness 見證人簽署

Address of Witness 見證人地址

Occupation of Witness 見證人職業

Signature of the Optionholder/Company chop, if applicable
購股權持有人簽署／公司印鑑(如適用)

Date of signature of this YELLOW Form of Option Offer Acceptance
簽署本黃色購股權要約接納表格之日期

Note: Insert the total number of Options for which the Option Offer is accepted. If no total number of Options is specified or if the total number of the Options specified in this YELLOW Form of Option Offer Acceptance is greater or smaller than the Options tendered and you have signed this YELLOW Form of Option Offer Acceptance, this form will be returned to you for correction and resubmission. Any corrected form must be resubmitted and received by the company secretary of the Company on or before the latest time for acceptance of the Option Offer.

附註：請填上接納購股權要約之購股權總數。倘並無於本黃色購股權要約接納表格指定購股權總數或倘指定之購股權總數大於或小於所提交購股權，而閣下已簽署本黃色購股權要約接納表格，則本表格將退回。閣下以作更正及再行提交。任何經更正之表格必須於接納購股權要約之最後時限或之前再行提交並送交本公司之公司秘書。

* For identification purposes only 僅供識別

THIS YELLOW FORM OF OPTION OFFER ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

If you are in doubt as to any aspect of this YELLOW Form of Option Offer Acceptance or as to the action to be taken, you should consult your licensed securities dealer or registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser.

Optima Capital is making the Option Offer on behalf of the Offeror. The making of the Option Offer to the Overseas Optionholders may be affected by the laws of the relevant jurisdictions. Overseas Optionholders should observe any applicable legal or regulatory requirements and where necessary, seek independent legal advice. If you wish to accept the Option Offer, it is your responsibility to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdiction in connection therewith, including the obtaining of any governmental or other consents which may be required or the compliance with other necessary formalities and the payment of any transfer or other taxes due in respect of such jurisdiction in connection with the acceptance of the Option Offer. The Offeror and parties acting in concert with it, the Company, Optima Capital, Lego, Messis Capital, the Registrar, their respective ultimate beneficial owners, directors, officers, agents, advisers and associates and any other person involved in the Option Offer shall be entitled to be fully indemnified and held harmless by you for any taxes as you may be required to pay. Acceptance of the Option Offer by you will be deemed to constitute a warranty by you that you are permitted under all applicable laws and regulations to receive and accept the Option Offer, and any revision thereof, and such acceptance shall be valid and binding in accordance with all applicable laws and regulations. You are recommended to seek professional advice on deciding whether or not to accept the Option Offer.

HOW TO COMPLETE THIS FORM OF OPTION OFFER ACCEPTANCE

The Option Offer is unconditional in all respect. Optionholders are advised to read this **YELLOW** Form of Option Offer Acceptance in conjunction with the Composite Document before completing this **YELLOW** Form of Option Offer Acceptance. To accept the Option Offer made by Optima Capital on behalf of the Offeror, you should complete and sign this form overleaf and forward this form, together with the relevant certificate(s) of the Options and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), by post or by hand, marked "**Henry Group Holdings Limited – Option Offer**" to the company secretary of the Company at **Suite 1711, Tower 2, Times Square, 1 Matheson Street, Causeway Bay, Hong Kong no later than 4:00 p.m. on Friday, 2 February 2018** (or such later time(s) and/or date(s) as the Offeror may determine and announce in accordance with the Takeovers Code). The provisions contained in Appendix I to the Composite Document are incorporated into and form part of this **YELLOW** Form of Option Offer Acceptance.

YELLOW FORM OF OPTION OFFER ACCEPTANCE IN RESPECT OF THE OPTION OFFER

To: The Offeror and Optima Capital

1. My execution of this **YELLOW** Form of Option Offer Acceptance (whether or not such form is dated) shall be binding on my successors and assignees, and shall constitute:
 - (a) my/our irrevocable acceptance of the Option Offer made by Optima Capital 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 Options specified in this form; If no number is inserted or a number inserted is greater or smaller than the Options tendered and I/we have signed this form, this form will be returned to me/us for correction and resubmission. Any corrected form must be resubmitted and received by the company secretary of the Company on or before the latest time for acceptance of the Option Offer;
 - (b) my irrevocable instruction and authority to each of the Offeror and/or Optima Capital and/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 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 as soon as possible but in any event within seven Business Days of the date of receipt by the Company of all the relevant documents to render the acceptance under the Option Offer complete and valid or the date on which the Option Offer becomes or is declared unconditional in all respect, whichever is later;
(Insert name and address of the person to whom the cheque is to be sent if different from the registered holder of the relevant Options.)
Name: (in block letters) _____
Address: (in block letters) _____
 - (c) my irrevocable instruction and authority to each of the Offeror and/or Optima Capital and/or such person or persons as any of them may direct to complete and execute any document on my behalf in connection with my acceptance of the Option Offer and to do any other act that may be necessary or expedient for the purpose of cancelling my Options tendered for acceptance of the Option Offer;
 - (d) 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 Options tendered for acceptance under the Option Offer, together with all rights attached thereto with effect from the date on which the Option Offer is made;
 - (e) my agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Optima Capital and/or their respective agent(s) or such person or persons as any of them may direct on the exercise of any rights contained herein.
2. I understand that acceptance of the Option Offer by me will be deemed to constitute a representation and warranty by me to the Offeror and Optima Capital that (i) the number of Options specified in this **YELLOW** Form of Option Offer Acceptance will be free from all liens, claims, charges, equities, encumbrances or other party rights of any nature and together with all rights now or hereafter attaching or accruing to them on or after the date of the Composite Document, Optionholders will surrender all of his/her existing rights, if any, in respect of the Options; and (ii) I have not taken or omitted to take any action which will or may result in the Company, the Offeror, Optima Capital or any other person acting in breach of the legal or regulatory requirements of any territory 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.
3. 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 will cease and in which event, I authorise and request you to return to me my relevant certificate(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), together with this **YELLOW** Form of Option Offer Acceptance duly cancelled, by ordinary post at my risk to the person and address stated in 1(b) above or, if no name and address is stated, to me at the registered address shown in the register of Optionholders.
4. I enclose the relevant certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole or part of my holding of the relevant Options which are to be cancelled on the terms and conditions of the Option Offer. I understand that no acknowledgement of receipt of any **YELLOW** Form(s) of Option Offer Acceptance, certificate(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof) will be given. I further understand that all documents will be sent by ordinary post at my own risk.
5. I warrant and represent to you that I am the registered holder of the Options specified in this **YELLOW** Form of Option Offer Acceptance. I have the full right, power and authority to accept the Option Offer in respect of the Options tendered.
6. I warrant to the Offeror and the Company that I have satisfied the laws of the jurisdiction where my address is stated in the register of Optionholders in connection with my acceptance of the Option Offer, including the obtaining of any governmental, exchange control or other consents and any registration or filing which may be required and the compliance with all necessary formalities or legal requirements.
7. I warrant to the Offeror and the Company that I shall be fully responsible for other taxes or duties payable in respect of the jurisdiction where my address is located as set out in the register of Optionholders in connection with my acceptance of the Option Offer.
8. I acknowledge that, save as expressly provided in the Composite Document and this **YELLOW** Form of Option Offer Acceptance, all acceptance, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.

PERSONAL DATA

Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of the Offeror, Optima Capital and the Company in relation to personal data and the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Privacy Ordinance").

1. Reasons for the collection of your personal data

To accept the Option Offer for your Option(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. It may also prevent or delay the despatch of the consideration to which you are entitled under the Option Offer.

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 **YELLOW** Form of Option Offer Acceptance and the Composite Document;
- cancelling the Options in your name;
- maintaining or updating the relevant register of Optionholders;
- conducting or assisting to conduct signature verifications, and any other verifications or exchange of information;
- distributing communications from the Offeror, Optima Capital or agents and the Company;
- compiling statistical information and Optionholder 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, Optima Capital or the Company; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror, Optima Capital and/or the Company to discharge their obligations to the Optionholders and/or regulators and other purpose to which the Optionholders may from time by time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this **YELLOW** Form of Option Offer Acceptance will be kept confidential but the Offeror, Optima Capital and/or the Company 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, Optima Capital, the Company, any of their agents and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, Optima Capital and/or the Company, 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, licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom the Offeror, Optima Capital and/or the Company consider(s) to be necessary or desirable in the circumstances.

4. Access to and correction of personal data

The Privacy Ordinance provides you with rights to ascertain whether the Offeror, Optima Capital and/or the Company hold(s) your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Privacy Ordinance, the Offeror, Optima Capital and the Company 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, Optima Capital and/or the Company (as the case may be).

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

個人資料

個人資料收集聲明

本個人資料收集聲明旨在知會閣下有關於約人、創越融資及本公司有關個人資料及香港法例第486章個人資料(私隱)條例(「私隱條例」)之政策及慣例。

1. 收集閣下個人資料之理由

倘閣下欲就所持有之購股權接納購股權要約，則須提供所需之個人資料。倘閣下未能提供所需資料，則可能會導致閣下之接納遭拒絕或延誤處理。這亦可能妨礙或延誤寄發閣下根據購股權要約應得之代價。

2. 用途

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

- 處理閣下之接納及核實或遵從本**黃色**購股權要約接納表格及綜合文件載列之條款及申請手續；
- 註銷閣下名下之購股權；
- 保存或更新相關之購股權持有人名冊；
- 核實或協助核實簽名，以及對任何其他資料進行核實或交換；
- 自要約人、創越融資或代理及本公司接收通訊；
- 編製統計資料及購股權持有人資料；
- 遵照法例、規則或規例(無論法定或非法定)之要求作出披露；
- 披露有關資料以便索或享有配額；
- 與要約人、創越融資或本公司業務有關之任何其他用途；及
- 與上文所述有關之任何其他附帶或相關用途及/或以便要約人、創越融資及/或本公司履行彼等對購股權持有人及/或監管機構之責任及購股權持有人可能不時同意或獲悉之其他用途。

3. 轉交個人資料

本**黃色**購股權要約接納表格所提供之個人資料將會保密，但要約人、創越融資及/或本公司可能會作出彼等認為必要之查詢以確定個人資料之準確性，以便資料可達致上述或任何有關之用途，尤其可能會向下列任何及所有人士及實體披露、取得或轉交該等個人資料(不論在香港境內或境外)：

- 要約人、創越融資、本公司、其任何代理人及過戶登記處；
- 為要約人、創越融資及/或本公司之業務經營向彼等提供行政、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、持牌證券商或註冊證券機構；及
- 要約人、創越融資及/或本公司在相關情況下認為屬必需或適當之任何其他人士或機構。

4. 獲取及更正個人資料

根據私隱條例的規定，閣下可確認要約人、創越融資及/或本公司是否持有閣下的個人資料，並獲取該資料副本，以及更正任何不正確資料。根據私隱條例的規定，要約人、創越融資及本公司可就獲取任何資料的要求收取合理手續費。獲取資料或更正資料或獲取有關政策及慣例之資料，以及所持資料類別的所有要求，須提交要約人、創越融資及/或本公司(視情況而定)。

閣下簽署本購股權要約接納表格即表示同意上述所有條款。