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 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.

香港交易及結算所有限公司、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任何部分內容而產生或因倚賴該等內容而引致之任何損失來擔任何責任。
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").

[陈文義另有指明外,本黃色購股權更約接勒表格所用前彙與三盛宏業(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

鎮科集團控股有限公司

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 季點想機繼續與馬克爾斯

首他刺雞傳刃地尼因1號时八庾場——座1/11至			
FOR THE CONSIDERATION stated below, the Optionholder named 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,下沒			* *
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		Forename(s) 名字
	Registered address 登記地址		Telephone number 電話號碼
	」 er scheme previously adopted ·司於二零零三年九月三日採		
Number of Option(s) at the exercise price of HK\$0.6505 per Option surrendered for cancellation (<i>Note</i>) 交回供註銷之每份購股權行使價0.6505港元之購股權數目(<i>附註</i>)	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		
	s under scheme adopted by tl 司於二零一三年九月三日採		
Number of Option(s) at the exercise price of HK\$0.8780 per Option surrendered for cancellation (<i>Note</i>) 交回供註銷之每份購股權行使價0.8780港元之購股權數目 (<i>附註</i>)	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 (<i>Note</i>) 交回供註銷之每份購股權行使價0.9100港元之購股權數目 (<i>附註</i>)	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 (<i>Note</i>) 交回供註銷之每份購股權行使價1.0211港元之購股權數目 (<i>附註</i>)	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 (<i>Note</i>) 交回供註銷之每份購股權行使價1.1140港元之購股權數目 (<i>附註</i>)	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 (<i>Note</i>) 交回供註銷之每份購股權行使價1.3820港元之購股權數目 (<i>附註</i>)	FIGURES 數字 We		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		e:	on the Original Heriforn and the South
Address of Witness 見證人地址		Signat	ure of the Optionholder/Company chop, if applicable 購股權持有人簽署/公司印鑑 (如適用)
Occupation of Witness 見證人職業		Date of sign	ature 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:

附註:

本黃色購股權要約接納表格乃重要文件,請即處理。

閣下如對本黃色購股權要約接納表格任何方面或應採取之行動有任何疑問,應諮詢 閣下之持牌證券交易商或註冊證券機構、銀行經理、律師、專業會計 師或其他專業顧問。

創越融資茲代表要約人作出購股權要約。向海外購股權持有人作出購股權要約或會受相關司法權區之法例影響。海外購股權持有人應自行遵守任何適用法律或監管規定,並於有需要時尋求獨立法律意見。倘 閣下有意接納購股權要約,則須全面遵守與此相關之該等司法權區之法例及規例,包括就該等司法權區取得任何可能需要之政府或其他同意,或履行其他必要手續,以及支付任何轉讓或其他稅項。要約人及其一致行動人士、本公司、創越融資、力高、大有融資、過戶登記處、彼等各自之最終實益擁有人、董事、高級職員、代理、顧問及聯繫人士以及任何其他參與購股權要約之人士將有權就 閣下可能須支付之稅項獲 閣下全面彌償及免受損害。 閣下接納購股權要約即被視為構成 閣下保證已根據一切適用法例及法規獲准接收及接納購股權要約(及其任何修訂),而該接納根據一切適用法例及法規屬有效及具約束力。 閣下決定是否接納購股權要約時,應諮詢專業意見。

本購股權要約接納表格填寫方法

購股權要約於所有方面屬無條件。購股權持有人務請在細閱本黃色購股權要約接納表格及綜合文件後始填寫本黃色購股權要約接納表格。 閣下如欲接納 創越融資代表要約人作出之購股權要約,應填妥及簽署本表格之背頁,然後將本表格連同有關購股權證書及/或任何其他所有權文件(及/或就此所需之任何令人信納之彌償保證),在不遲於二零一八年二月二日(星期五)下午四時正(或要約人按照收購守則之規定可能決定及公佈之較後日期及/或時間) 郵寄或由專人送交本公司之公司秘書,地址為香港銅鑼灣勿地臣街1號時代廣場二座1711室(須註明「鎮科集團控股有限公司-購股權要約」)。綜合文件附錄一所載之條文已納入本黃色購股權要約接納表格並構成其中部分。

購股權要約之黃色購股權要約接納表格

致:要約人及創越融資

- 1. 本人一經簽署本黃色購股權要約接納表格(不論該表格是否已註明日期),本人之承繼人及受讓人將受此約束,並表示:
 - (a) 本人不可撤回地接納由創越融資代表要約人作出並於綜合文件載列之購股權要約,按照及受制於綜合文件及本表格所載條款,就本表格指定之購股權數目,或倘並無指定購股權數目或倘指定之購股權總數大於或小於所提交購股權數目,而本人已簽署本表格,則本表格將退回本人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。
 - (b) 本人不可撤回地指示及授權要約人及/或創越融資及/或彼等各自之代理,各自就本人根據購股權要約之條款應得之現金代價以「不得轉讓一只准入抬頭人賬戶」方式向本人開出劃線支票,然後盡快惟無論如何於本公司接獲一切有關文件致使購股權要約項下之接納為完整及有效或購股權要約在所有方面成為或被宣佈為無條件之日(以較後者為準)起計七個營業日內,按以下地址以平郵方式寄予以下人士;如無於下欄填上姓名及地址,則按購股權持有人名冊所示登記地址以平郵方式寄予本人,郵誤風險概由本人承擔;

(倘收取支票之人十並非相關購股權之登記持有人,則請在本欄填上收票人十之姓名及地址。)

姓名:(請用正楷填寫)

地址:(請用正楷填寫)

- (c) 本人不可撤回地指示及授權要約人及/或創越融資及/或彼等任何一方可能指定之有關人士,各自代表本人填妥及簽署任何有關本人接納購股權要約之文件,以及辦理任何其他必需或權宜之手續,將本人為接納購股權要約而提交之購股權註銷;
- (d) 本人承諾於必需或合宜時簽署有關其他文件及辦理有關手續及事項,以進一步確保本人根據購股權要約提交接納之購股權連同其附帶之所有權利 將予註銷並自作出購股權要約當日起生效;
- (e) 本人同意追認要約人及/或創越融資及/或彼等各自之代理或彼等任何一方可能指定之有關人士於行使本表格所載任何權利時可能作出或進行之 各種及每項行動或事宜。
- 2. 本人明白本人接納購股權要約即被視為構成本人向要約人及創越融資聲明及保證(i)本黃色購股權要約接納表格所註明購股權數目將不附帶一切留置權、申索權、押記、衡平權、產權負擔或任何性質之其他第三方權利,並連同於綜合文件日期或之後於現在或之後附帶或累算之一切權利,而購股權持有人將交出其有關購股權之所有現有權利(如有);及(ii)本人並無採取或不採取任何行動,而將或可能致使本公司、要約人、創越融資或任何其他人士違反任何地區與購股權要約或本人接納有關之法律或監管規定,且彼根據所有適用法例獲准接獲及接納購股權要約(及其任何修訂),而根據所有適用法例,該接納為有效及具有約束力。
- 3. 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、授權及承諾將會失效。在此情況下,本人授權並懇請 閣下將本人之相關證書及/或其他所有權文件(及/或就此所需之令人信納之彌償保證)連同已正式註銷之本黃色購股權要約接納表格以平郵方式一併寄予上文1(b)所列之人士及地址;如未有列明姓名及地址,則按購股權持有人名冊所示登記地址寄予本人,郵誤風險概由本人承擔。
- 4. 本人茲附上本人持有之全部或部分購股權之相關證書及/或過戶收據及/或其他所有權文件(及/或就此所需之任何令人信納之彌償保證),按購股權要約之條款及條件註銷有關購股權。本人明白任何交回之黃色購股權要約接納表格、證書及/或其他所有權文件(及/或就此所需之令人信納之彌償保證)概不獲發收據。本人亦了解所有文件將以平郵方式寄發且一切郵誤風險概由本人自行承擔。
- 5. 本人向 閣下保證及聲明,本人為本黃色購股權要約接納表格所註明購股權之登記持有人。本人有十足權利、權力及授權就所提交之購股權接納購股權要約。
- 6. 本人向要約人及本公司保證,本人已遵守在購股權持有人名冊上載列本人地址所在司法權區關於本人接納購股權要約方面之法例,包括獲得任何可能 所需之政府、外匯管制或其他方面之同意及任何註冊或存檔,及辦理一切必須手續或遵守法律規定。
- 7. 本人向要約人及本公司保證,本人須就支付在購股權持有人名冊上載列本人地址所在司法權區關於本人接納購股權要約方面應付之其他稅項或徵費承 擔全部責任。
- 8. 本人知悉,除綜合文件及本黃色購股權要約接納表格明文規定外,據此作出之所有接納、指示、授權及承諾均不可撤回及為無條件。

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 閣下有關要約人、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册;
- 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;
- 披露有關資料以便申索或享有配額;
- 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餘。

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。