

Form A  
表格甲

The whole of this document must be returned to be valid.  
本文件必須整份交回方為有效。

Provisional Allotment Letter No.  
暫定配額通知書編號

IMPORTANT  
重要提示

If you are in any doubt as to any aspect of this document or as to the action to be taken, you should consult your licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser.

THIS DOCUMENT IS VALUABLE AND TRANSFERABLE AND REQUIRES YOUR IMMEDIATE ATTENTION. THE OFFER CONTAINED IN THIS DOCUMENT EXPIRES AT 4:00 P.M. ON MONDAY, 10 DECEMBER 2007.

The Stock Exchange of Hong Kong Limited (the "Stock Exchange") and Hong Kong Securities Clearing Company Limited ("HKSCC") take no responsibility for the contents of this document, 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 document.

A copy of this provisional allotment letter, together with a copy of the rights issue prospectus dated 26 November 2007 (the "Prospectus") and the related form of application for excess Rights Shares, and the written consent of Moores Rowland have been registered by the Registrar of Companies in Hong Kong as required by Section 342C of the Companies Ordinance of Hong Kong.

Subject to the granting of the listings of, and permission to deal in, the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange, the Rights Shares in both their nil-paid and fully-paid forms will be accepted as eligible securities by HKSCC for deposit, clearance and settlement in CCASS with effect from the commencement dates of dealings in the Rights Shares in both their nil-paid and fully-paid forms on the Stock Exchange or such other dates as determined by HKSCC.

Terms defined in the Prospectus shall have the same meanings when used herein unless the context otherwise requires.

TO ACCEPT THE PROVISIONAL ALLOTMENT SPECIFIED IN THIS DOCUMENT IN FULL, YOU MUST LODGE THIS DOCUMENT INTACT WITH THE COMPANY'S HONG KONG BRANCH SHARE REGISTRAR AND TRANSFER OFFICE, COMPUTERSHARE HONG KONG INVESTOR SERVICES LIMITED AT SHOPS 1712-1716, 17/F, HOPEWELL CENTRE, 183 QUEEN'S ROAD EAST, WANCHAI, HONG KONG TOGETHER WITH A REMITTANCE IN HONG KONG DOLLARS FOR THE AMOUNT SHOWN IN BOX C BELOW SO AS TO BE RECEIVED BY NOT LATER THAN 4:00 P.M. ON MONDAY, 10 DECEMBER 2007.



Hong Kong branch share registrar and transfer office:

香港股份過戶登記處:

Computershare Hong Kong Investor Services Limited

Shops 1712-1716, 17/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong

香港中央證券登記有限公司

香港灣仔皇后大道東183號合和中心17樓1712-1716室

真樂發控股有限公司  
(incorporated in Bermuda with limited liability)  
(於百慕達註冊成立之有限公司)

(stock code: 1003)

(股份編號: 1003)

RIGHTS ISSUE OF  
4,693,672,800 RIGHTS SHARES OF  
HK\$0.025 EACH AT HK\$0.038 PER RIGHTS SHARE  
PAYABLE IN FULL UPON ACCEPTANCE  
ON THE BASIS OF

THREE RIGHTS SHARES FOR EVERY ONE EXISTING SHARE HELD

供股  
按每持有一股股份獲配  
三股供股股份之基準  
以每股供股股份0.038港元(須於接納時繳足)之價格  
配售4,693,672,800股  
每股面值0.025港元之供股股份

PROVISIONAL ALLOTMENT LETTER  
暫定配額通知書

Head office and principal place of business in Hong Kong:

香港主要營業地點:

Unit 707, Tower 11, Admiralty Centre, 18 Harcourt Road, Hong Kong  
夏慤道18號  
海富中心  
第二座707室

Registered office:

註冊辦事處:  
Canon's Court  
22 Victoria Street  
Hamilton HM 12  
Bermuda

Name(s) and address of the Qualifying Shareholder(s) 合資格股東姓名及地址

Form for providing name and address of the Qualifying Shareholder(s).

Total number of Shares registered in your name(s) on 23 November 2007.  
於二零零七年十一月二十三日期登記於閣下名下之股份總數

Form for providing total number of shares registered in your name(s).

Number of Rights Shares provisionally allotted to you subject to payment in full on acceptance by not later than 4:00 p.m. on Monday, 10 December 2007.  
暫定配發予閣下之供股股份數目，股款最遲須於二零零七年十二月十日星期一下午四時正前接納時繳足。

Form for providing number of rights shares provisionally allotted to you.

Total subscription monies payable  
應繳認購股款總額

Form for providing total subscription monies payable.

Contact telephone no.:

聯絡電話:

It should be noted that the Underwriting Agreement contains provisions to the effect that the Underwriter may terminate the arrangements set out in the Underwriting Agreement by notice in writing given by the Underwriter to the Company at any time prior to 4:00 p.m. on Wednesday, 12 December 2007, being the second Business Day following the Acceptance Date, if there occurs: 1. any of the following events occurs which would, in the reasonable opinion of the Underwriter, materially and adversely affect the business, financial or trading position or prospects of the Group as a whole or the success of the Rights Issue or otherwise make it inexpedient or inadvisable for the Company or the Underwriter to proceed with the Rights Issue:

Deals in the Rights Shares in their nil-paid form will take place from Wednesday, 28 November 2007 to Wednesday, 5 December 2007 (both dates inclusive) whilst the conditions to which the Rights Issue is subject remain unfulfilled. Any Shareholders or other persons dealing in the Shares from now up to the date on which all conditions to which the Rights Issue is subject are fulfilled (which is expected to be Wednesday, 12 December 2007), or in the Rights Shares in their nil-paid form during the period from Wednesday, 28 November 2007 to Wednesday, 5 December 2007 (being the first and the last day of dealings in the nil-paid Rights Shares respectively) (both dates inclusive), will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed.

務請注意，包銷協議載有條文，倘發生下列事件，即表示包銷商有權於二零零七年十二月二十二日星期三(即接納日期後第二個營業日)下午四時正前任何時間，書面通知本公司終止包銷協議所載之安排:

由二零零七年十一月二十八日星期三至二零零七年十二月五日星期三(包括首尾兩日)止及供股之條件尚未達成之期間內，未繳股款供股股份將進行買賣。任何股東或其他人士由現時起至供股所有條件達成之日(預期為二零零七年十二月二十二日星期三)買賣股份，或於二零零七年十一月二十八日星期三至二零零七年十二月五日星期三(分別為買賣未繳股款供股股份之首日及最後一日)(包括首尾兩日)止期間買賣未繳股款供股股份，均須承擔供股或供股不成功之風險。

NO RECEIPT WILL BE GIVEN. 本公司將不另發收據。

\* for identification purposes only  
\* 供識別之用

IN THE EVENT OF TRANSFER OF RIGHTS, AD VALOREM STAMP DUTY IS PAYABLE ON EACH SALE AND EACH PURCHASE, A GIFT OR TRANSFER OF BENEFICIAL INTEREST OTHER THAN BY WAY OF SALE IS ALSO LIABLE TO AD VALOREM STAMP DUTY, EVIDENCE OF PAYMENT OF AD VALOREM STAMP DUTY WILL BE REQUIRED BEFORE REGISTRATION OF THIS DOCUMENT.

在轉讓權利時，每一宗買賣均須繳付從價印花稅。除出售之外，餽贈或轉讓實益擁有之權益亦須繳付從價印花稅。在本文件登記之前，須出示已繳付從價印花稅之證明。

**Form B**  
表格乙

**FORM OF TRANSFER AND NOMINATION**  
轉讓及提名表格

(To be completed and signed only by the shareholder(s) who wish(es) to transfer all of his/her/their right(s) to subscribe for the Rights Shares comprised herein)  
(只供有意轉讓彼等全部認購供股股份之權利之股東填寫及簽署)

To: The Directors,  
GFT HOLDINGS LIMITED

致：真樂發控股有限公司  
列位董事 台照

Dear Sirs,  
I/We hereby transfer all of my/our rights to the Rights Shares comprised in this provisional allotment letter to the person(s) accepting the same and signing the registration application form (Form C) below.

敬啟者：  
本人/吾等茲將本暫定配額通知書所列本人/吾等之供股股份之權利悉數轉讓予接受此權利並簽署下列登記申請表格(表格丙)之該(等)人士。

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_  
Signature(s) (all joint shareholders must sign) 簽署(所有聯名股東均須簽署)

Date日期： \_\_\_\_\_, 2007

**NOTE: Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for Rights Shares.**  
附註：有關轉讓閣下之供股股份認購權須繳付香港印花稅。

**Form C**  
表格丙

**REGISTRATION APPLICATION FORM**  
登記申請表格

(To be completed and signed only by the person(s) to whom the right to subscribe for the Rights Shares comprised herein)  
(只供供股股份認購權之承讓人填寫及簽署)

To: The Directors,  
GFT HOLDINGS LIMITED

致：真樂發控股有限公司  
列位董事 台照

Dear Sirs,  
I/We request you to register the number of the Rights Shares mentioned in Box B of Form A in my/our name(s) and I/we agree to accept the same on the terms set out in this provisional allotment letter and the accompanying Prospectus and subject to the Memorandum of Association and Bye-laws of the Company.

敬啟者：  
本人/吾等謹請閣下將表格甲內乙欄所列之供股股份數目登記於本人/吾等名下，本人/吾等同意依照本暫定配額通知書及隨附之章程所載條款，並在貴公司之公司組織章程大綱及公司細則之限制下接納此等股份。

| To be completed in block letters in ENGLISH. Joint applicants should give one address only.<br>請用英文正楷填寫。聯名申請人只須填報一個地址。 |                         |                |                         |
|--|-------------------------|----------------|-------------------------|
| Name in English<br>英文姓名  | Family Name 姓氏          | Other Names 名字 | Name in Chinese<br>中文姓名 |
| Name continuation and/or name(s) of Joint Applicants<br>申請人續姓名及/或聯名申請人姓名   |                         |                |                         |
| Address<br>地址  |                         |                |                         |
| Occupation<br>職業   |                         |                | Tel. No.<br>電話號碼        |
| Dividend Instructions 派息指示   |                         |                |                         |
| Name & Address of Bank<br>銀行名稱及地址  | Bank Account No. 銀行賬戶號碼 |                |                         |

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_  
Signature(s) (all joint applicants must sign) 簽署(所有聯名申請人均須簽署)

Date日期： \_\_\_\_\_, 2007

**Ad valorem stamp duty is payable by the transferee(s) if this form is completed.**  
填妥此表格後，承讓人須支付從價印花稅。

Excess Application  
Form No.

**IMPORTANT**

If you are in any doubt as to any aspect of this document or as to the action to be taken, you should consult your licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser.

**THIS DOCUMENT IS VALUABLE BUT IS NOT TRANSFERABLE AND IS FOR THE USE ONLY OF THE PERSON(S) NAMED BELOW WHO WISH(ES) TO APPLY FOR RIGHTS SHARES ADDITIONAL TO THOSE PROVISIONALLY ALLOTTED TO HIM/HER/THEM. APPLICATIONS MUST BE RECEIVED BY NOT LATER THAN 4:00 P.M. ON MONDAY, 10 DECEMBER 2007.**

The Stock Exchange of Hong Kong Limited (the "Stock Exchange") and Hong Kong Securities Clearing Company Limited ("HKSCC") take no responsibility for the contents of this document, 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 document. A copy of this form of application for excess Rights Shares, together with a copy of the rights issue prospectus dated 28 November 2007 (the "Prospectus") and the related provisional allotment letter, and the written consent of Moore Rowland have been registered by the Registrar of Companies in Hong Kong as required by Section 342C of the Companies Ordinance of Hong Kong. A copy of the Prospectus has been filed, or will as soon as reasonably practicable be filed with the Registrar of Companies in Bermuda as required under the Companies Act 1981 of Bermuda (as amended). The Registrar of Companies in Hong Kong, the Securities and Futures Commission of Hong Kong and the Registrar of Companies in Bermuda take no responsibility as to the contents of any of these documents.

Dealings in the shares of the Company may be settled through the Central Clearing and Settlement System ("CCASS") operated by HKSCC and you should consult your licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser for details of those settlement arrangements and how such arrangements may affect your rights and interests.

It should be noted that the Underwriting Agreement contains provisions to the effect that the Underwriter, may terminate the arrangements set out in the Underwriting Agreement by notice in writing given by the Underwriter to the Company at any time prior to 4:00 p.m. on Wednesday, 12 December 2007, being the second Business Day following the Acceptance Date, if there occurs: 1. any of the following events occurs which would, in the reasonable opinion of the Underwriter, materially and adversely affect the business, financial or trading position or prospects of the Group as a whole or the success of the Rights Issue or otherwise make it inadvisable for the Company or the Underwriter to proceed with the Rights Issue: (a) the introduction of any new law or regulation or any change in existing law or regulation or any material change in the judicial interpretation or application thereof or other occurrence of any nature whatsoever; or (b) occurrence of any event, development or change (whether or not local, national or international or forming part of a series of events or changes occurring or continuing before, on and/or after the date of the Underwriting Agreement and including an event of change in relation to or a development of an existing state of affairs) of a political, military, financial, regulatory, economic, currency or other nature (whether or not evasion) which has or is likely to have a material adverse effect on the business, financial or trading position or prospects of the Group as a whole; or (c) the imposition of any moratorium, suspension or material restriction on trading in securities generally on the Stock Exchange occurring due to exceptional financial circumstances; or (d) a change or development involving a prospective material change in taxation in any jurisdiction or the implementation of exchange controls in any jurisdiction; or (e) the occurrence of any material change in market conditions, taxation or exchange control or combination of circumstances in Hong Kong (including without limitation suspension or material restriction on trading in securities); or (f) any material and adverse change in the conditions of local, national or international securities markets; or 2. the Underwriter shall receive notification pursuant to the Underwriting Agreement or shall otherwise become aware of the fact that any of the representations or warranties contained in the Underwriting Agreement was, when given, untrue or inaccurate or would be untrue or inaccurate if repeated as provided in the Underwriting Agreement and the Underwriter shall, in its reasonable opinion, determine that any such untrue representation or warranty represents or is likely to represent a material and adverse change in the business, financial or trading position or prospects of the Group taken as a whole or is otherwise likely to have a material and adverse effect on the business, financial or trading position of the Group which would materially and adversely affect the business, financial or trading position or prospects of the Group as a whole; or 3. any change occurs in the circumstances of any member of the Group which would materially and adversely affect the business, financial or trading position or prospects of the Group as a whole; or 4. the Company commits any breach or omits to observe any of the obligations or undertakings expressed to be assumed by it under the Underwriting Agreement which breach or omission would have a material and adverse effect on the business, financial or trading position of the Group as a whole; or 5. there is an occurrence of any event, or series of events, beyond the control of the Underwriter (including, without limitation, acts of government, strike, lock-outs, fire, explosion, flooding, civil commotion, acts of war or acts of God) which, in the reasonable opinion of the Underwriter, has or would have the effect of making any part of the Underwriting Agreement (including underwriting) incapable of performance in accordance with its terms or which prevents the processing of applications and/or payments pursuant to the Rights Issue or pursuant to the underwriting thereof, then and, in such case, the Underwriter may, by notice in writing given to the Company at or before 4:00 p.m. on the second Business Day after the Acceptance Date, rescind the Underwriting Agreement. If the Underwriting Agreement is terminated, the Rights Issue will not proceed.

Dealings in the Rights Shares in their nil-paid form will take place from Wednesday, 28 November 2007 to Wednesday, 5 December 2007 (both dates inclusive) whilst the conditions to which the Rights Issue is subject remain unfulfilled. Any Shareholders or other persons dealing in the Shares from now up to the date on which all conditions to which the Rights Issue is subject are fulfilled (which is expected to be Wednesday, 12 December 2007), or in the Rights Shares in their nil-paid form during the period from Wednesday, 28 November 2007 to Wednesday, 5 December 2007 (being the first and the last day of dealings in the nil-paid Rights Shares respectively) (both dates inclusive), will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed. If the Rights Issue fails to proceed, the subscription monies received will be returned to the applicants by cheque without interest. Any Shareholders or other persons contemplating selling or purchasing Shares and/or Rights Shares in their nil-paid form during such periods who are in any doubt about their position are recommended to consult their professional advisers.

Terms defined in the Prospectus bear the same meanings herein unless the context otherwise requires. This form of application for excess Rights Shares and all applications pursuant to it shall be governed by and construed in accordance with the laws of Hong Kong.



**GFT HOLDINGS LIMITED**  
**真樂發控股有限公司\***  
(incorporated in Bermuda with limited liability)  
(stock code: 1003)

RIGHTS ISSUE OF  
4,693,672,800 RIGHTS SHARES OF  
HK\$0.025 EACH AT HK\$0.038 PER RIGHTS SHARE  
PAYABLE IN FULL UPON ACCEPTANCE  
ON THE BASIS OF  
**THREE RIGHTS SHARES FOR EVERY EXISTING SHARE HELD**  
**FORM OF APPLICATION FOR EXCESS RIGHTS SHARES**

Name(s) and address of the Qualifying Shareholder(s)

[Empty box for Name(s) and address of the Qualifying Shareholder(s)]

Application can only be made by the  
Qualifying Shareholder(s)  
named here.

The Directors,  
GFT Holdings Limited

Dear Sirs,

I/We, being the registered holder(s) named above of shares in GFT Holdings Limited (the "Company"), hereby irrevocably apply for \_\_\_\_\_ additional Rights Share(s) at the issue price of HK\$0.038 per Rights Share under the above Rights Issue in respect of which I/we enclose a separate remittance in favour of "GFT Holdings Limited — Excess Application Account" for HK\$ \_\_\_\_\_ and crossed "Account Payee Only" being payment in full on application for the above number of additional Rights Shares.

I/We hereby request you to allot such excess Rights Shares applied for, or any smaller number, to me/us and to send by ordinary post at my/our risk to the address shown above certificate(s) for the number of additional Rights Shares as may be allotted to me/ us in respect of this application and/or a cheque for any application monies returnable to me/us. I/We understand that allotments in respect of this application shall be at the sole discretion of the Directors.

I/We hereby undertake to accept such number of excess Rights Shares as may be allotted to me/us as aforesaid upon the terms set out in the Prospectus and the provisional allotment letter referred to therein and subject to the Memorandum of Association and Bye-laws of the Company. In respect of any excess Rights Shares allotted to me/us, I/we authorise you to place my/our name(s) on the register of members of the Company as the holder(s) of such Rights Shares.

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_  
Signature(s) of applicant(s) (all joint applicants must sign)

Date: \_\_\_\_\_, 2007. Contact telephone no.: \_\_\_\_\_

This form should be completed and lodged, together with payment as to HK\$0.038 per Rights Share for the total number of additional Rights Shares applied for, with the Company's Hong Kong branch share registrar and transfer office, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong so as to be received by not later than 4:00 p.m. on Monday, 10 December 2007. All remittances must be made in Hong Kong dollars. Cheques must be drawn on an account with, and cashier's orders must be issued by, a bank in Hong Kong and made payable to "GFT Holdings Limited — Excess Application Account" and crossed "Account Payee Only".

Completion and return of this form of application for excess Rights Shares together with a cheque or cashier's order in payment for the excess Rights Shares which are the subject of this form will constitute a warranty that the cheque or cashier's order will be honoured on first presentation. All cheques and cashier's orders will be presented for payment following receipt and any interest earned on such monies shall be retained for the benefit of the Company. If the cheque or cashier's order is not honoured on first presentation, the application for excess Rights Shares is liable to be rejected.

You will be notified of any allotment of excess Rights Shares made to you. If no excess Rights Shares are allotted to you, it is expected that the amount tendered on application will be refunded to you in full by means of a cheque despatched in the ordinary post to you by not later than Thursday, 13 December 2007, at your own risk. If the number of excess Rights Shares allotted to you is less than that applied for, the surplus application monies will also be refunded to you by means of cheques despatched in the ordinary post to you by not later than Thursday, 13 December 2007 at your own risk. Any such cheques will be drawn in favour of the person(s) named on this form.

No person receiving a form of application for excess Rights Shares in any jurisdiction outside Hong Kong or Macau may treat it as an offer or an invitation to apply for excess Rights Shares, unless in the relevant jurisdiction such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements. It is the responsibility of anyone outside Hong Kong or Macau who wish to make an application for excess Rights Shares to satisfy himself/herself as to the observance of the laws and regulations of all relevant jurisdiction in connection therewith, including the obtaining of any government or other consents, and to pay any taxes and duties required to be paid in such jurisdiction in connection therewith. The Company reserves the right to refuse to accept any application for excess Rights Shares where it believes that doing so would violate the applicable securities or other laws or regulations of any jurisdiction.

Documents issued in connection with the Rights Issue have not been registered or filed under or conformed with any applicable securities legislation of any jurisdiction other than those in Hong Kong and Bermuda. No action has been taken to permit the offer of the Rights Shares or the distribution of any documents issued in connection with the Rights Issue in any jurisdiction other than Hong Kong or Bermuda. No provisional allotment of Rights Shares will be made to any Shareholders whose addresses as shown on the register of members of the Company on the Record Date are outside Hong Kong or Macau ("Non-Qualifying Shareholders") and no Prospectus Documents will be sent to the Non-Qualifying Shareholders.

**A SEPARATE CHEQUE OR CASHIER'S ORDER MUST ACCOMPANY EACH APPLICATION**  
**No receipt will be given**  
**For office use only**

| Application number | Number of excess Rights Shares applied for | Amount paid on application | Balance refunded |
|--------------------|--|----------------------------|------------------|
|                    |  | HK\$                       | HK\$             |

\* for identification purposes only



## GFT HOLDINGS LIMITED

真樂發控股有限公司\*

(incorporated in Bermuda with limited liability)  
(stock code: 1003)

26 November 2007

Dear Qualifying Shareholder(s),

In accordance with the terms set out in the rights issue prospectus dated 26 November 2007 (the "Prospectus") despatched to Qualifying Shareholders of GFT Holdings Limited (the "Company"), the Directors have provisionally allotted to you Rights Shares on the basis of three Rights Shares for every existing Share of HK\$0.025 each registered in your name as at Friday, 23 November 2007 (the "Record Date") at HK\$0.038 per Rights Share. Your holding of Shares as at the Record Date is set out in Box A and the number of Rights Shares provisionally allotted to you is set out in Box B. Terms defined in the Prospectus have the same meanings when used herein unless the context requires otherwise.

Documents issued in connection with the Rights Issue have not been registered or filed under or conformed with any applicable securities legislation of any jurisdiction other than those in Hong Kong and Bermuda. No action has been taken in any jurisdiction other than Hong Kong and Bermuda to permit the offer of the Rights Shares or the distribution of any documents issued in connection with the Rights Issue. Accordingly, no provisional allotment of Rights Shares will be made to any Shareholders whose addresses as shown on the register of members of the Company on the Record Date are outside Hong Kong or Macau ("Non-Qualifying Shareholders"). The Company will send copies of the Prospectus to the Non-Qualifying Shareholders for their information only, but the Company will not send any provisional allotment letter or excess application form to the Non-Qualifying Shareholders. Any net proceeds of sale of nil-paid Rights Shares thereon, after deduction of expenses, will be distributed in Hong Kong dollars to the Non-Qualifying Shareholders according to their respective entitlements on the Record Date, except that any individual amounts of HK\$100 or less will be retained for the benefit of the Company. Rights Shares which would otherwise have been provisionally allotted to the Non-Qualifying Shareholders and which are not sold, and Rights Shares provisionally allotted but not accepted, will be available for excess application by Shareholders, other than the Non-Qualifying Shareholders, using the accompanying form of application for excess Rights Shares.

No person receiving a provisional allotment letter or a form of application for excess Rights Shares in any jurisdiction outside Hong Kong or Macau may treat it as an offer or an invitation to apply for Rights Shares, unless in the relevant jurisdiction such an offer or invitation could lawfully be made without compliance with any registration or other legal or regulatory requirements. Subject as referred to below, it is the responsibility of anyone outside Hong Kong or Macau who wish to make an application for Rights Shares to satisfy himself/herself as to the observance of the laws and regulations of all relevant jurisdictions, including the obtaining of any government or other consents, and to pay any taxes and duties required to be paid in such jurisdiction in connection therewith. The Company reserves the right to refuse to accept any application for Rights Shares if it believes that such acceptance would violate the applicable securities or other laws or regulation of any jurisdiction.

The Rights Shares, when issued and fully-paid, will rank pari passu in all respects with the existing issued Shares, including as to the right to receive all future dividends and distributions which may be declared, made or paid after completion of the Rights Issue.

### PROCEDURE FOR ACCEPTANCE

To take up your provisional allotment, you must lodge the whole of this provisional allotment letter intact with the Company's Hong Kong branch share registrar and transfer office, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong (the "Registrar") together with a remittance for the full amount payable on acceptance of the number of Rights Shares provisionally allotted to you as set out in Box C, so as to be received by not later than 4:00 p.m. on Monday, 10 December 2007. All remittances must be made in Hong Kong dollars. Cheques must be drawn on an account with, and cashier's orders must be issued by, a bank in Hong Kong and made payable to "GFT Holdings Limited — Rights Issue Account" and crossed "Account Payee Only". Such payment will constitute acceptance of the provisional allotment on the terms of this provisional allotment letter and the Prospectus and subject to the Memorandum of Association and Bye-laws of the Company.

It should be noted that unless this provisional allotment letter, together with the appropriate remittance for the amount shown in Box C, has been physically received as described above by not later than 4:00 p.m. on Monday, 10 December 2007 whether from the original allottee or any person in whose favour the rights have been transferred, this provisional allotment and all rights hereunder will be deemed to have been declined and will be cancelled.

### EXCESS RIGHTS SHARES

If you wish to apply for any Rights Shares in addition to your provisional allotment hereunder, you must complete and sign the accompanying form of application for excess Rights Shares as indicated thereon and lodge it, together with a separate remittance for the amount payable on application in respect of the excess Rights Shares applied for, with the Registrar by not later than 4:00 p.m. on Monday, 10 December 2007. All remittances must be made in Hong Kong dollars. Cheques must be drawn on an account with, and cashier's orders must be issued by, a bank in Hong Kong and made payable to "GFT Holdings Limited — Excess Application Account" and crossed "Account Payee Only". It should be noted that the allotment of excess Rights Shares will be made by the Directors on a fair and reasonable basis but Shareholders are not guaranteed to be allotted all or any of the excess Rights Shares applied for.

### TRANSFER

If you wish to transfer all of your Rights Shares provisionally allotted to you hereunder, you must complete and sign the form of transfer and nomination (Form B) and hand this provisional allotment letter to the person(s) to or through whom you are transferring your Rights Shares. The transferee(s) must then complete and sign the registration application form (Form C) and lodge this provisional allotment letter intact together with a remittance for the full amount payable on acceptance as set out in Box C with the Registrar so as to be received by not later than 4:00 p.m. on Monday, 10 December 2007. It should be noted that Hong Kong stamp duty is payable in connection with the transfer of your rights to subscribe for the relevant Rights Shares.

### SPLITTING

If you wish to accept only part of your provisional allotment or transfer a part of your right to subscribe for the Rights Shares provisionally allotted under the provisional allotment letter or to transfer all of your such right, the entire provisional allotment letter must be surrendered by not later than 4:30 p.m. on Friday, 30 November 2007 to the Registrar who will cancel the original provisional allotment letter and issue new provisional allotment letter in the denominations required. The provisional allotment letter contains full information regarding the procedures to be followed if you wish to accept only part of your provisional allotment or if you wish to transfer all or part of your provisional allotment.

### TERMINATION OF THE UNDERWRITING AGREEMENT

It should be noted that the Underwriting Agreement contains provisions to the effect that the Underwriter may terminate the arrangements set out in the Underwriting Agreement by notice in writing given by the Underwriter to the Company at any time prior to 4:00 p.m. on Wednesday, 12 December 2007, being the second Business Day following the Acceptance Date, if there occurs:

- any of the following events occurs which would, in the reasonable opinion of the Underwriter, materially and adversely affect the business, financial or trading position or prospects of the Group as a whole or the success of the Rights Issue or otherwise make it inexpedient or inadvisable for the Company or the Underwriter to proceed with the Rights Issue:
  - the introduction of any new law or regulation or any change in existing law or regulation or any material change in the judicial interpretation or application thereof or other occurrence of any nature whatsoever; or
  - occurrence of any event, development or change (whether or not local, national or international or forming part of a series of events or changes occurring or continuing before, on and/or after the date of the Underwriting Agreement and including an event of change in relation to or a development of an existing state of affairs) of a political, military, financial, regulatory, economic, currency or other nature (whether or not ejusdem generis with any of the foregoing or in the nature of any local, national or international outbreak or escalation of hostilities or armed conflict) resulting in a material adverse change in, or which might reasonably be expected to result in a material adverse change in political, economic or stock market conditions; or
  - the imposition of any moratorium, suspension or material restriction on trading in securities generally on the Stock Exchange occurring due to exceptional financial circumstances; or
  - a change or development involving a prospective material change in taxation in any jurisdiction or the implementation of exchange controls in any jurisdiction; or
  - the occurrence of any material change in market conditions, taxation or exchange control or combination of circumstances in Hong Kong (including without limitation suspension or material restriction on trading in securities); or
  - any material and adverse change in the conditions of local, national or international securities markets; or
- the Underwriter shall receive notification pursuant to the Underwriting Agreement or shall otherwise become aware of the fact that any of the representations or warranties contained in the Underwriting Agreement was, when given, untrue or inaccurate or would be untrue or inaccurate if repeated as provided in the Underwriting Agreement and the Underwriter shall, in its reasonable opinion, determine that any such untrue representation or warranty represents or is likely to represent a material and adverse change in the business, financial or trading position or prospects of the Group taken as a whole or is otherwise likely to have a materially prejudicial effect on the Rights Issue; or
- any change occurs in the circumstances of any member of the Group which would materially and adversely affect the business, financial or trading position or prospects of the Group as a whole; or
- the Company commits any breach of or omits to observe any of the obligations or undertakings expressed to be assumed by it under the Underwriting Agreement which breach or omission would have a material and adverse effect on the business, financial or trading position of the Group as a whole; or
- there is an occurrence of any event, or series of events, beyond the control of the Underwriter (including, without limitation, acts of government, strike, lock-outs, fire, explosion, flooding, civil commotion, acts of war or acts of God) which, in the reasonable opinion of the Underwriter, has or would have the effect of making any part of the Underwriting Agreement (including underwriting) incapable of performance in accordance with its terms or which prevents the processing of applications and/or payments pursuant to the Rights Issue or pursuant to the underwriting thereof,

then and, in such case, the Underwriter may, by notice in writing given to the Company at or before 4:00 p.m. on the second Business Day after the Acceptance Date, rescind the Underwriting Agreement. If the Underwriting Agreement is terminated, the Rights Issue will not proceed.

The Rights Issue is conditional upon, among other things, each of the following events being fulfilled:

- the signing by or on behalf of all of the Directors of one printed copy of each of the Prospectus Documents and the certification by any two Directors (or by their agents duly authorised in writing) of two copies of each of the Prospectus Documents;
- the delivery of the signed copy by all the Directors of each of the Prospectus Documents referred to in (1) above to the Underwriter;
- the delivery to the Stock Exchange and filing and registration with the Registrar of Companies in Hong Kong respectively of two copies of each of the Prospectus Documents each duly certified by any two Directors (or by their agents duly authorised in writing) in compliance with section 342C of the Companies Ordinance (and all other documents required to be attached thereto) and otherwise complying with the requirements of the Companies Ordinance and the Listing Rules;
- the posting of the Prospectus Documents to the Qualifying Shareholders and the posting of the Prospectus stamped "For Information Only" to the Non-Qualifying Shareholders;
- compliance by the Company with all its obligations under the Underwriting Agreement;
- the approval of the Rights Issue by the Shareholders who are permitted to vote under the Listing Rules, the applicable laws and the bye-laws of the Company at the SGM;
- the Listing Committee of the Stock Exchange (a) agreeing to grant listing of, and permission to deal in, the Rights Shares in their nil-paid and fully-paid forms either unconditionally or subject to such conditions which the Underwriter in its absolute opinion accepts and the satisfaction of such conditions (if any) on or before the day on which dealings in the Rights Shares in their nil-paid form commence; and (b) not having been withdrawn or revoked such listing and permission before 10:00 a.m. on the settlement date as agreed;
- the Bermuda Monetary Authority granting their consent to the Rights Issue and the issue of the Rights Shares (if necessary); and
- the due posting of the Circular on the posting date as agreed.

In the event that the conditions of the Rights Issue are not fulfilled (or waived in whole or in part by the Underwriter) on or before 4:00 p.m. on Wednesday, 12 December 2007, being the second Business Day following the Acceptance Date as determined in the Underwriting Agreement (or such later date as the Company and the Underwriter may agree), the Underwriting Agreement shall terminate and save in respect of costs and expenses as referred to therein. The Rights Issue will not proceed accordingly.

Dealings in the Rights Shares in their nil-paid form will take place from Wednesday, 28 November 2007 to Wednesday, 5 December 2007 (both dates inclusive) whilst the conditions to which the Rights Issue is subject remain unfulfilled. Any Shareholders or other persons dealing in the Shares from now up to the date on which all conditions to which the Rights Issue is subject are fulfilled (which is expected to be Wednesday, 12 December 2007), or in the Rights Shares in their nil-paid form during the period from Wednesday, 28 November 2007 to Wednesday, 5 December 2007 (being the first and the last day of dealings in the nil-paid Rights Shares respectively) (both dates inclusive), will accordingly bear the risk that the Rights Issue may not become unconditional or may not proceed. If the Rights Issue fails to proceed, the subscription monies received will be returned by ordinary post to the applicants by cheques without interest. Any Shareholders or other persons contemplating selling or purchasing Shares and/or Rights Shares in their nil-paid form during such periods who are in any doubt about their position are recommended to consult their professional advisers.

### CHEQUES AND CASHIER'S ORDERS

All cheques and cashier's orders will be presented for payment following receipt and any interest earned on such monies will be retained for the benefit of the Company. If any cheque or cashier's order is not honoured upon first presentation, this provisional allotment letter is liable to be rejected, and in that event the provisional allotment and all Rights Shares given pursuant to it will be deemed to have been declined and will be cancelled.

### CERTIFICATES FOR RIGHTS SHARES

It is expected that certificates for the Rights Shares in their fully-paid form will be despatched by ordinary post to those entitled at their own risk on or before Thursday, 13 December 2007. Where any entitlement to Rights Shares in fully-paid form exceeds one board lot, it is proposed, the relevant Qualifying Shareholders will receive one share certificate for the allotment of Rights Shares.

### GENERAL

Lodgement of this provisional allotment letter with, where relevant, the form of transfer and nomination purporting to have been signed by the person(s) in whose favour it has been issued shall be conclusive evidence of the title of the party or parties lodging it to deal with the same and to receive split letters of allotment and/or certificates for Shares.

This provisional allotment letter and any acceptance of the offer contained in it shall be governed by, and construed in accordance with, Hong Kong law.

Further copies of the Prospectus giving details of the Rights Issue are available from the head office and principal place of business of the Company in Hong Kong at Unit 707, Tower II, Admiralty Centre, 18 Harcourt Road, Hong Kong and Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong during normal business hours.

Yours faithfully,  
For and on behalf of  
GFT Holdings Limited  
Ma Wai Man, Catherine  
Executive Director



## GFT HOLDINGS LIMITED

### 真樂發控股有限公司\*

(於百慕達註冊成立之有限公司)  
(股份編號: 1003)

敬啟者:

茲根據發予真樂發控股有限公司(「本公司」)合資格股東日期為二零零七年十一月二十六日之供股章程(「章程」)所載條款,董事已按每持有於二零零七年十一月二十三日星期五(「記錄日期」)登記於閣下名下每股面值0.025港元之一股股份可獲配三股供股股份之基準,按每股供股股份0.038港元之價格,向閣下暫定配發供股股份。閣下於記錄日期持有之股份總數列於甲欄。閣下獲暫定配發之供股股份數目列於乙欄。除非文義另有所指,章程所界定之詞語與本函件所採用者具有相同涵義。

本公司並無就供股而刊發之文件根據或遵從香港及百慕達以外任何司法權區之任何適用證券法例登記或存案,亦無在香港及百慕達以外任何司法權區採取任何行動以批准呈發供股股份或派發就供股而刊發之任何文件。因此,於記錄日期在本公司股東名冊所示地址(位於香港或澳門以外地區之任何股東(「不合資格股東」)將不會獲得供股股份之暫定配額。本公司將向不合資格股東寄發章程,僅供彼等參考,但不會向不合資格股東寄發任何暫定配額通知書或額外申請表格。有關出售未繳股款供股股份所得款項淨額(經扣除開支)將會根據於記錄日期不合資格股東各自獲享之配額比例以港元向彼等分派,惟100港元或以下之款項將撥歸本公司所有。原應暫定配發予不合資格股東並且未予出售之供股股份及已暫定配發但未獲接納之供股股份,將可供股東(不合資格股東除外)以隨附之額外供股股份申請表格申請認購。

於香港或澳門以外任何司法權區獲暫定配額通知書或額外供股股份申請表格之任何人士,概不得將之視為申請供股股份之要約或邀請,除非於有關司法權區可在毋須遵照任何登記或其他法例或監管規定之情況下可合法提出該項要約或邀請。在下文所述之規限下,位於香港或澳門以外司法權區之任何人士如欲為其本身申請供股股份,則有責任確保已就此遵守所有有關司法權區之法例及規例,包括取得任何政府或其他同意,及就此繳納該司法權區所需繳付之任何稅項及徵稅。倘本公司相信該項接納將違反任何司法權區適用之證券或其他法例或規例,則會保留拒絕接納任何供股股份申請之權利。

已發行及已繳足股款之供股股份,將與現有已發行股份在各方面享有同等權益,包括有權收取可能於供股完成後宣派、作出或派付之一切未來股息及分派。

#### 接納手續

閣下如欲接納暫定配額,最遲須於二零零七年十二月十日星期一下午四時正前將本暫定配額通知書整份,連同須於接納丙欄所訂暫定配發予閣下之供股股份數目時繳付之全部股款,送交本公司之香港股份過戶登記處香港中央證券登記有限公司,地址為香港灣仔皇后大道東183號合和中心17樓1712-1716室(「過戶登記處」)。全部股款須以港元支付。支票必須由香港之銀行戶口開出及銀行本票必須由香港之銀行發出,並註明抬頭人為「GFT Holdings Limited - Rights Issue Account」,及以「只准入抬頭人賬戶」劃線方式開出。閣下繳付股款後即表示按照本暫定配額通知書與章程之條款,並在本公司之公司組織章程大綱及公司細則之規限下接納暫定配額。

務請注意,除非本暫定配額通知書連同丙欄所示之應繳股款最遲於二零零七年十二月十日星期一下午四時正前,由原有之承配人或獲轉讓供股權之任何人士按上文所述交回,否則本暫定配額及一切有關權利將視作已被放棄及註銷。

#### 額外供股股份

閣下如欲申請認購閣下所獲暫定配額以外之任何供股股份,應按隨附之額外供股股份申請表格之指示將表格填妥及簽署,連同就申請認購額外供股股份須於申請時繳付之獨立股款支票,最遲於二零零七年十二月十日星期一下午四時正前交回過戶登記處。所有股款必須以港元支付,而支票必須由香港之銀行戶口開出及銀行本票必須由香港之銀行發出,並註明抬頭人為「GFT Holdings Limited - Excess Application Account」,及以「只准入抬頭人賬戶」劃線方式開出。務請注意,額外供股股份將由董事按公平合理之基準配發,但並無保證股東可獲配發全部或任何其申請認購之額外供股股份。

#### 轉讓

閣下如欲將獲暫定配發之供股股份全部轉讓他人,須填妥及簽署轉讓及提名表格(表格乙),並將本暫定配額通知書交予閣下欲轉讓供股股份之人士或經手轉讓之人士。承讓人須填妥及簽署登記申請表格(表格丙),並將本暫定配額通知書連同丙欄所示須於接納時繳足之全部股款,最遲於二零零七年十二月十日星期一下午四時正前交回過戶登記處。務請注意,閣下在轉讓可認購有關供股股份之權利時須繳納香港印花稅。

#### 拆細

閣下如欲只接納部分之暫定配額或將閣下根據暫定配額通知書獲暫定配額認購供股股份之部分權利或閣下之所有權利轉讓,整份暫定配額通知書最遲須於二零零七年十一月三十日星期五下午四時三十分前交回過戶登記處,原有暫定配額通知書將予註銷及按所要求之股份面額發出新暫定配額通知書。暫定配額通知書載有有關閣下接納部分之暫定配額或轉讓閣下之全部或部分暫定配額時應辦理之手續之全部資料。

#### 終止包銷協議

務請注意,包銷協議載有條文,倘發生下列事件,即表示包銷商有權於二零零七年十二月十二日星期三(即接納日期後第二個營業日)下午四時正前任何時間,書面通知本公司終止包銷協議所載之安排:

- 發生以下事件而包銷商合理認為本集團之業務、財務或貿易狀況或前景,或供股之成功進行將會受到重大不利影響,或導致本公司或包銷商落實進行供股屬不宜、不智:
  - 頒佈任何新法例或規例、任何現行法例或規例有任何變動或現行法例之詮釋或應用有任何變動;或
  - 政治、軍事、金融、經濟、貨幣或其他性質(不論是否與上述者性質相關)之事件、發展或變動(不論是本地、國家或國際,或構成於包銷協議日期前、當日及/或之後發生或持續出現之一連串事件或變動之一部分,及包括與現有事件之發展有關之事件或變動),導致或可預期會導致政治、經濟或證券市場之情況出現重大不利變動;或
  - 聯交所之證券買賣因特殊金融狀況被全面凍結、暫停或遭受重大限制;或
  - 涉及任何司法權區未來稅務之任何變化或發展,或任何司法權區實施任何外匯管制;或
  - 香港市況、稅務或外匯管制或以上各種狀況結合(包括但不限於證券買賣被暫停或受到重大限制);或
  - 本地、國家或國際證券市場之條件發生重大逆轉;或
- 包銷商根據包銷協議收到通知,或得知包銷協議所載之任何陳述或保證於作出時乃屬失實不確,或如包銷協議中所規定重複載列則屬失實不確,而包銷商合理認為有關失實之陳述或保證造成或可能造成本集團整體業務、財務或貿易狀況或前景之重大不利變動,或極可能對供股造成嚴重影響;或
- 本集團任何成員公司的狀況發生變化,將對本集團整體業務、財務或貿易狀況或前景造成重大不利影響;或
- 本公司觸犯或疏忽遵守其於包銷協議項下明文規定須承擔之義務或承諾,而有關觸犯或疏忽遵守行為可對本集團整體業務、財務或貿易狀況造成重大不利影響;或
- 發生任何或連串非包銷商可控制之事件(包括但不限於政府行動、罷工、閉廠、火災、爆炸、水災、民亂、戰事或天災),而包銷商合理認為會或應會導致包銷協議(包括包銷)任何部分未能按照其條款履行,或根據供股或根據其包銷處理申請及/或付項,

其時包銷商可以在接納日期後第二個營業日下午四時正前,向本公司發出通知書撤銷包銷協議。如包銷協議被終止,供股將不會繼續進行。

供股須待(其中包括)以下各項條件達成後,始可作實:

- 全體董事或其代表在各章程文件印本上簽署,並由任何兩名董事(或其正式書面授權代理)在各章程文件兩份副本上認證;
- 將上文(1)所指經由全體董事簽署之各章程文件交付予包銷商;
- 將經由任何兩名董事(或其正式書面授權代理)認證之各章程文件兩份副本分別交付聯交所及存交香港公司注册處,以遵守公司條例第342C條(連同所有其他須隨付文件)及遵守公司條例及上市規則之規定;
- 將章程文件寄發予合資格股東,及將印有「僅供參考」字樣之章程寄發予非合資格股東;
- 本公司遵守其於包銷協議項下所有義務;
- 根據上市規則、適用法律及本公司細則獲准投票之股東在股東特別大會上批准供股;
- 聯交所上市委員會於未繳股款供股股份開始在聯交所買賣之日或之前(a)同意未繳及繳足股款供股股份上市及買賣(無條件或帶包銷商絕對接受之條件且有關係件(如有)達成);及(b)此上市批准並無於協定交收日期上午十時正之前撤回或取消;
- 百慕達金融管理局就供股及發行供股股份發出所需同意(如必要);及
- 如協定股於郵寄日期妥為寄出過函。

倘供股之條件未能於包銷協議指定於二零零七年十二月十二日星期三(即接納日期後第二個營業日)下午四時正或之前或本公司與包銷商可能協定之較後日期達成,包銷商或本公司概不會從包銷協議享有權利或承擔包銷協議所引致之任何責任,供股因此將不會進行。

由二零零七年十一月二十八日星期三至二零零七年十二月五日星期三(包括首尾兩日)止及供股之條件尚未達成之期間內,未繳股款供股股份將進行買賣。任何股東或其他人士由現時起直至供股所有條件達成之日(預期為二零零七年十二月十二日星期三)買賣股份,或於由二零零七年十一月二十八日星期三至二零零七年十二月五日星期三(分別為買賣未繳股款供股股份之首日及最後一日)(包括首尾兩日)止期間買賣未繳股款供股股份,均須承擔供股或許不會成為無條件或不一定會進行之風險。倘供股未能進行,所收取之認購股款將不計利息以平郵方式以支票退還申請人。凡考慮在上述期間買賣股份及/或未繳股款供股股份之任何股東或其他人士,如對本身之情況有任何疑問,應諮詢彼等之專業顧問之意見。

#### 支票及銀行本票

所有支票及銀行本票將於收訖後隨即過戶,而自該等款項所賺取之任何利息將撥歸本公司所有。倘任何支票或銀行本票在首次過戶時未能兌現,則本暫定配額通知書將被拒絕受理。在此情況下,暫定配額及據此獲得之所有供股股份將視作已被放棄及註銷。

#### 供股股份之股票

預期繳足股款供股股份之股票將於二零零七年十二月十三日星期四或之前以平郵方式寄發予應得之人士,郵誤風險概由該等人士承擔。倘獲配之繳足股款供股股份超過一手買賣單位,則相關合資格股東將就供股股份之配額收取一份股票。

#### 一般資料

一併交回本暫定配額通知書及(如適用者)轉讓及提名表格(已由獲發本暫定配額通知書之人士簽署)後,即確實證明交回上述文件之人士有權處理本暫定配額通知書,並有權收取拆細後之配額通知書及/或股票。

本暫定配額通知書及任何接納當中所載要約之事宜須受香港法例管制及按其詮釋。

載述供股詳情之章程,於一般營業時間內在本公司之總辦事處及香港主要營業地點(地址為香港夏慤道18號海富中心第二期707室)及香港中央證券登記有限公司(地址為香港灣仔皇后大道東183號合和中心17樓1712-1716室)可供索取。

此致

列位合資格股東 台照

代表  
真樂發控股有限公司  
執行董事  
馬基敬  
謹啟

二零零七年十一月二十六日

\* 僅供識別

重要提示

閣下如對本文件任何方面或應辦之手續有任何疑問，應諮詢閣下之持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。  
此乃有價值的文件，惟不可轉讓，並僅供下列欲申請認購其獲指定配發以外之供股股份之人士使用。最遲須於二零零七年十二月十日星期一上午十時正前遞交申請。  
香港聯合交易所有限公司（聯交所）及香港中央結算有限公司（香港結算）對本文件之內容概不負責，對其準確性或完整性亦不負責任，並明確表示概不為因本文件全部或任何部分內容而產生或因依賴該等內容而引致之任何損失承擔任何責任。  
本額外供股股份申請表格，連同日期為二零零七年十一月二十六日之供股章程（「章程」）及有關配發通知書，以及與新輪之投資者，已遵照香港公司條例第342C條之規定送至香港公司註冊處處長登記。章程已遵照百慕達一九八一年公司法（經修訂）之規定送至或將會依實際可行於合理時間內儘快送至百慕達公司註冊處處長存案。香港公司註冊處處長、香港證券及期貨事務監察委員會及百慕達公司註冊處處長對任何此等文件之內容概不負責。  
本公司股份之買賣可透過香港結算營運之中央結算及交收系統（中央結算系統）交收。閣下應就該等交收安排之詳情及該等安排如何影響閣下之權利及權益，諮詢閣下之持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。  
務請注意，包銷協議載有條文，倘發生下列事件，即表示包銷商有權於二零零七年十二月十二日星期三（即接納日期後第二個營業日）下午四時正時任何時間，書面通知本公司終止包銷協議所載之安排：1.發生以下事件而包銷商合理認為本集團之業務、財務或資產狀況或前景，或供股之成功進行將會受到重大不利影響，或導致本公司或包銷商進行供股屬不宜、不智；(a)條件任何新法例或規則、任何現行法例或規則有任何變動或應用有任何變動；或(b)政治、軍事、金融、貨幣或其他性質（不論是否與上述性質相關）之事件、發展或變動（不論是否本地、國家或國際，或構成於包銷協議日期前、當日及/或之後發生或持續出現之一連串事件或變動之一部分，及包括與現有狀況之發展有關之事件或變動），導致或可預期會導致政治、經濟或證券市場之情況出現重大不利變動；或(c)聯交所之證券買賣因特殊金融狀況被全面凍結、暫停或遭受重大限制；或(d)涉及任何司法權區未來稅務之任何變化或發展，或任何司法權區實施任何外匯管制；或(e)香港幣制、稅務或外匯管制或以上各種狀況結合（包括但不限於證券買賣暫停或受到重大限制）；或(f)本地、國家或國際證券市場之條件發生重大不利變動；或(g)包銷商書面通知包銷協議所載之任何陳述或保證於作出時乃屬失實不確，或如包銷協議中所載之重要資料列明屬失實不確，而包銷商合理認為屬失實之陳述或保證或可能對本集團之業務、財務或資產狀況或前景之重大不利變動，或可能對供股造成嚴重影響；或3.本集團任何附屬公司之狀況發生變化，將對本集團之業務、財務或資產狀況或前景造成重大不利影響；或4.本公司繼續遵守其於包銷協議項下所載之承諾或保證，而有關承諾或保證之遵守行為對本集團之業務、財務或資產狀況或前景造成重大不利影響；或5.發生任何或連串非包銷商可控制之事件（包括但不限於政府行動、罷工、罷廠、火災、爆炸、水災、民亂、戰事或天災）。而包銷商合理認為或將會導致包銷協議（包括包銷）任何部分未能按照其條款履行，或倘包銷商供股或包銷其包銷處理申請及/或付項，其時包銷商可以在接納日期後第二個營業日下午四時正前，向本公司發出通知書撤銷包銷協議，如包銷協議被終止，供股將不會繼續進行。  
由二零零七年十一月二十八日星期三至二零零七年十二月五日星期三（包括首兩日）止及供股之條件尚未達成之期間內，未繳股款供股股份將進行買賣。任何股東或其他人士在甚至供股所有條件達成之日（預期為二零零七年十二月十二日星期三）買賣股份，或於由二零零七年十一月二十八日星期三至二零零七年十二月五日星期三（分別為買賣未繳股款供股股份之日及最後一日）（包括首兩日）止期間買賣未繳股款供股股份，均須承擔供股或許不會成為無條件或不一定會進行之風險。倘供股未能進行，所收取之認購股款將不計利息以支票方式退還申請人。凡考慮在上述期間買賣股份及/或未繳股款供股股份之任何股東或其他人士，如對本身之情況有任何疑問，應諮詢彼等之專業顧問之意見。  
除文義有所指外，章程所界定之詞語與本表格所用者具有相同涵義。本額外供股股份申請表格及據此提出之所有申請均受香港法例所規管，並據此予以詮釋。

**gft**  
**GFT HOLDINGS LIMITED**  
**真樂發控股有限公司**  
(於百慕達註冊成立之有限公司)  
(股份編號：1003)  
供股  
按每持有一股股份獲配  
三股供股股份之基準  
以每股供股股份0.038港元（須於接納時繳足）之價格  
配售4,693,672,800股  
每股面值0.025港元之供股股份  
額外供股股份申請表格

合資格股東姓名及地址

[ ]

只可由本欄指定之  
合資格股東提出申請。

致真樂發控股有限公司  
列位董事台照

敬啟者：

本人/吾等為上述真樂發控股有限公司（「貴公司」）股份之登記持有人，茲根據上述供股以每股供股股份0.038港元之發行價不可撤回地申請認購\_\_\_\_\_股額外供股股份，及就此附上\_\_\_\_\_港元，抬頭人為「GFT Holdings Limited — Excess Application Account」，並以劃線註明「只准入抬頭人賬戶」開出之獨立股款支票，作為全數繳付申請認購上述數目額外供股股份之款項。

本人/吾等謹要求閣下向本人/吾等配發所申請認購或較少數目之額外供股股份，並將本人/吾等可能因本申請而獲配發數目之額外供股股份股票及/或任何應退還予本人/吾等之申請股款支票，以平郵方式寄往上述地址，郵誤風險概由本人/吾等承擔。本人/吾等明白此項申請之配額將由董事絕對酌情配發。

本人/吾等茲承諾根據章程及章程所述之暫定配額通知書所載條款，並在貴公司之公司組織章程大綱及公司細則之規限下，接納如上文所述可能配發予本人/吾等之任何額外供股股份之數目。就配發予本人/吾等之任何額外供股股份，本人/吾等授權閣下將本人/吾等之姓名列入貴公司之股東名冊上，作為該等供股股份之持有人。

1. \_\_\_\_\_ 2. \_\_\_\_\_ 3. \_\_\_\_\_ 4. \_\_\_\_\_  
申請人簽署（所有聯名申請人均須簽署）

日期：二零零七年\_\_\_\_\_月\_\_\_\_\_日 聯絡電話：\_\_\_\_\_

本表格必須填妥，連同申請額額外供股股份總數按每股供股股份0.038港元計算之股款，最遲於二零零七年十二月十日星期一下午四時正前交回本公司之香港股份過戶登記分處香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716室。所有股款必須以港元支付，而支票必須由香港之銀行戶口開出及銀行本票必須由香港之銀行發出，並註明抬頭人為「GFT Holdings Limited — Excess Application Account」，及以「只准入抬頭人賬戶」劃線方式開出。

填妥之額外供股股份申請表格連同額外供股股份之付款支票或銀行本票交回後，即保證該支票或銀行本票於首次過戶時將可兌現。所有支票及銀行本票將於接獲後隨即過戶，而該等款項所產生之任何利息均歸本公司所有。倘支票或銀行本票在首次過戶時未能兌現，額外供股股份申請可被拒絕受理。

閣下將獲知會所獲配發額外供股股份數目。閣下如未獲配發額外供股股份，預期申請款項將不遲於二零零七年十二月十三日星期四以平郵方式寄發支票全數退還予閣下，郵誤風險概由閣下承擔。倘閣下獲配發之額外供股股份數目較所申請者為少，多繳之申請款項亦將不遲於二零零七年十二月十三日星期四以平郵方式寄發支票全數退還予閣下，郵誤風險概由閣下承擔。任何該等支票均以本表格列名之人士為抬頭人。

任何人士在香港或澳門以外任何司法權區接獲額外供股股份之申請表格，不應將之視為申請額外供股股份之要約或邀請，除非於有關司法權區內在毋須遵守任何登記或其他法律或監管規定之情況下，可合法作出該項要約或邀請。倘香港或澳門以外司法權區之任何人士如欲就額外供股股份為其本身提出申請，則有責任確保已遵守所有有關司法權區之法律及規例，包括取得任何政府或其他同意，及就此繳付該司法權區規定繳納之任何稅項及徵稅。倘本公司相信接納額外供股股份之申請可違反任何司法權區適用之證券或其他法例或規例，則本公司保留拒絕接納任何該等額外供股股份申請之權利。

就供股而刊行之文件並無根據或依照香港及百慕達以外任何司法權區之任何適用證券法例而登記或存案。在香港或百慕達以外任何司法權區亦無採取任何行動以批准發售供股股份或派發就供股而刊行之任何文件，故於記錄日期在本公司股東名冊所示地址乃香港或澳門以外之任何股東（「不合資格股東」）將不會獲得供股股份之暫定配額，及不合資格股東將不會獲寄章程文件。

每份申請必須隨附一張獨立支票或銀行本票  
本公司將不另發收據  
本公司專用

| 申請編號 | 所申請額外供股股份數目 | 申請應付款額 | 退還餘款 |
|------|-------------|--------|------|
|      |             | 港元     | 港元   |