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FORM OF ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE SHARE OFFER.

本接納及過戶表格在閣下欲接納股份收購建議時適用。

Unless the context otherwise requires, terms used in this form shall bear the same meanings as defined in the composite offer and response document dated 22 June 2006 ("Composite Document") jointly issued by Dragon Hill Development Limited and Magnum International Holdings Limited.

除文義另有所指外，本表格所用詞彙與由俊山發展有限公司與萬能國際集團有限公司聯合刊發日期為二零零六年六月二十二日之綜合收購建議及回應文件（「綜合文件」）所界定者具相同涵義。



Magnum International Holdings Limited

萬能國際集團有限公司

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

Stock Code 股份代號：305

**FORM OF ACCEPTANCE AND TRANSFER OF SHARES OF HK\$0.001 EACH
IN MAGNUM INTERNATIONAL HOLDINGS LIMITED**

萬能國際集團有限公司

每股面值0.001港元之股份之接納及過戶表格

All parts should be completed 每項均須填寫

Branch share registrar in Hong Kong:

Tengis Limited

26/F, Tesbury Centre, 28 Queen's Road East

香港股份過戶登記分處：

登捷時有限公司

Wanchai, Hong Kong

香港灣仔皇后大道東28號金鐘匯中心26樓

FOR THE CONSIDERATION stated below the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below share(s) of HK\$0.001 each in Magnum International Holdings Limited ("Share(s)") specified below.
下述「轉讓人」現按下列代價，將以下所列萬能國際集團有限公司每股面值0.001港元之股份（「股份」）轉讓予下述之「承讓人」。

Number of Share(s) ^(Note) 股份數目(附註)	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票號碼		
TRANSFER FROM TRANSFEROR(S) name(s) and address(es) in full 轉讓自轉讓人 全名及地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或正楷填寫)	Family name(s) or company name(s) 姓氏或公司名稱	Forename(s) 名字
	Registered address 登記地址	
	Telephone number 電話號碼	
CONSIDERATION 代價	HK\$0.03155 in cash for each Share 每股股份為現金0.03155港元	
TRANSFER TO TRANSFeree 轉讓予承讓人	Name 名稱 : Dragon Hill Development Limited 俊山發展有限公司 Correspondence 通訊地址 : Room 905, Wing Fu Building, 22-24 Wing Kut Street, Central, Hong Kong 香港中環永吉街22-24號 永富大廈905室 Occupation 職業 : Corporation 法人團體	
PLEASE DO NOT DATE 請勿填上日期	SIGNED by the parties to this transfer, this _____ day of _____, 2006 由本過戶表格之有關人士於二零零六年_____月_____日簽署	

Signed by the Transferor(s) in the presence of:

轉讓人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 地址

Occupation 職業

Signature(s) of Transferor(s)
轉讓人簽署

ALL JOINT
HOLDERS MUST
SIGN HERE
所有聯名持有人
均須於本欄
個別簽署

Signed by the Transferee in the presence of: 承讓人在下列見證人見證下簽署： Name of Witness 見證人姓名	Do not complete 請勿填寫本欄 For and on behalf of 代表 Dragon Hill Development Limited 俊山發展有限公司
Signature of Witness 見證人簽署	
Address 地址	
Occupation 職業	Signature of Transferee 承讓人簽署

Note: Insert the total number of Shares for which the Share Offer is accepted. If no number is inserted or a number in excess of your registered holding of Shares is inserted on this form of acceptance and transfer and you have signed this form, you will be deemed to have accepted the Share Offer for your entire registered holding of Shares.

附註：請填上接納股份收購建議之有關股份總數，如閣下並無在本接納及過戶表格上填寫數目或所填數目超過閣下所持之登記股份並已簽署本表格，則閣下將被視為已就名下持有之全部登記股份接納股份收購建議。

PERSONAL DATA

Personal Information Collection Statement

The main provisions of the Personal Data (Privacy) Ordinance (the “Ordinance”) came into effect in Hong Kong on 20th December, 1996. This Personal Information Collection Statement informs the Independent Shareholders as the data subject, of the policies and practices of the Offeror and Celestial Capital in relation to personal data and the Ordinance.

1. Reasons for the collection of your personal data

From time to time it is necessary for Independent Shareholders to supply their latest correct personal data to the Offeror and/or Celestial Capital in relation to the entitlements to the Share Offer.

Failure to supply the requested data may result in delay or inability of the Offeror and/or Celestial Capital to effect your acceptance. It is important that Independent Shareholders should inform the Offeror immediately of any inaccuracies in the data supplied.

2. Purposes

Your personal data may be used, held and/or stored (by whatever means) for the following purposes:

- processing your acceptance and verification or compliance with the terms and application procedures set out in this form and/or the Composit Document;
- registering transfer of the Share(s) out of your name(s);
- maintaining or updating the relevant register of holder(s) of the Share(s);
- conducting or assisting to conduct signature verifications, and any verification or exchange of information;
- establishing benefit entitlements of the Independent Shareholders in the Share Offer;
- distributing communication from the Offeror and/or Celestial Capital or their respective agents;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims on entitlements; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or Celestial Capital to discharge their obligations to Shareholders and/or regulators and any other purposes to which Independent Shareholders may from time by time agree.

3. Transfer of personal data

Personal data held by the Offeror and/or Celestial Capital relating to you will be kept confidential but the Offeror and/or Celestial Capital may, to the extent necessary for achieving the above purposes 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) your personal data to, from or with any and all of the following persons and entities:

- the Company or its appointed agents such as financial advisers, legal advisers and registrars;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or Celestial Capital in connection with the operation of their business;
- the Stock Exchange, the SFC and any other regulatory or government bodies; and
- any other persons or institutions with which you have or propose to have dealings, such as bankers, solicitors, accountants or stockbrokers etc.

4. Access to and correction of personal data

The Ordinance provides the Independent Shareholders with rights to ascertain whether the Offeror and/or Celestial Capital hold their personal data, to obtain a copy of such data, and to correct any personal data that is inaccurate.

In accordance with the Ordinance, the Offeror and/or Celestial Capital have the right to charge a reasonable fee for the processing any data access requests. All requests for access to or correction of personal data or for information regarding policies and practices and kinds of data held should be addressed to the Offeror and/or Celestial Capital.

By signing this form, you agree to all of the above.

個人資料

收集個人資料聲明

個人資料(私隱)條例(「該條例」)之主要條文已於一九九六年十二月二十日在香港生效。本收集個人資料聲明旨在知會獨立股東有關收購人及時富融資就個人資料及該條例所採用之政策及慣例。

1. 收集閣下個人資料之原因

為獲得股份收購建議之權利，獨立股東須不時向收購人及/或時富融資提供彼等之最新正確個人資料。

倘閣下未能提供所需資料，則可能導致收購人及/或時富融資延遲或未能處理閣下之接納申請。注意：如所提供之資料不準確，獨立股東須即時知會收購人。

2. 用途

閣下之個人資料可能會就下列用途而被使用、持有及/或保存(以任何方式)：

- 處理閣下之接納申請及核實或遵循本表格及/或綜合文件載列之條款及申請程序；
- 以閣下名義登記進行之股份轉讓；
- 保存或更新有關股份之股東名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 確定獨立股東於股份收購建議中之權利；
- 自收購人及/或時富融資或彼等各自之代理人收取通訊；
- 按法例、規則或規定(無論法定或其他規定)作出披露；
- 披露有關資料以便享有索償權利；及
- 有關上文所述之任何其他有關或關連用途及/或以便收購人及/或時富融資履行彼等對股東及/或監管機構之責任，及獨立股東不時同意之任何其他用途。

3. 轉讓個人資料

收購人及/或時富融資所持有閣下之個人資料將作為機密資料妥當保存，但收購人及/或時富融資為達致上述任何用途，可能作出彼等認為必需之查詢，以確認個人資料之準確性，彼等尤其可能向或從下列任何及所有個人及實體披露、獲取或轉交(無論在香港或香港以外地區)閣下之個人資料：

- 本公司或其委任代理人，例如財務顧問、法律顧問及股份過戶登記處；
- 為收購人及/或時富融資之業務經營提供行政、電訊、電腦、付款或其他服務之任何代理人、承包商或第三方服務供應商；
- 聯交所、證監會及任何其他監管或政府機構；及
- 與閣下進行交易或擬進行交易之任何其他個人或機構，例如銀行、律師、會計師或股票經紀等。

4. 獲取及更正個人資料

該條例賦予獨立股東權利，可向收購人及/或時富融資查明是否持有彼等之個人資料，並獲取該資料副本，以及更正任何錯誤個人資料。

依據該條例之規定，收購人及/或時富融資有權就獲取任何資料之要求收取合理之手續費。獲取資料或更正資料或獲取有關政策及慣例及所持資料類型之資料之所有要求，均應向收購人及/或時富融資提出。

本表格一經簽署即表示閣下同意上述所有條款。

THIS FORM OF ACCEPTANCE AND TRANSFER IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt as to any aspect of this form of acceptance and transfer or as to the action to be taken, you should consult a licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred (all) your Share(s), you should at once hand this form of acceptance and transfer and the accompanying Composite Document to the purchaser(s) or the transferee(s) or to the bank, a licensed securities dealer or other agent through whom the sale or the transfer was effected for transmission to the purchaser(s) or transferee(s).

Neither The Stock Exchange of Hong Kong Limited nor Hong Kong Securities Clearing Company Limited takes any responsibility for the contents of this form of acceptance and transfer, which forms part of the Composite Document, or makes any representation as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this form of acceptance and transfer.

The making of the Share Offer to overseas Independent Shareholders may be prohibited or affected by the laws of the relevant jurisdictions. Overseas Independent Shareholders should acquaint themselves about and observe any applicable legal requirement. It is the responsibility of each overseas Independent Shareholder who wishes to accept the Share Offer to satisfy himself, herself or itself as to the full observance of the laws of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents which may be required to comply with the necessary formalities or legal requirements. Any such overseas Independent Shareholders will be responsible for the payment of any transfer or other taxes by whomsoever payable due in respect of that jurisdiction.

HOW TO COMPLETE THIS FORM

The Share Offer is unconditional. This form of acceptance and transfer should be read in conjunction with the accompanying Composite Document.

To accept the Share Offer made by Celestial Capital on behalf of the Offeror, you should complete and sign this form and forward this form together with the relevant share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole of your holding of Shares, or, if applicable, for not less than such number of Shares in respect of which you wish to accept the Share Offer, by post or by hand, marked "Magnum Share Offer" on the envelope to the branch share registrar the Company in Hong Kong, **Tengis Limited** (the "Registrar") at **26/F, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong** as soon as possible after the commencement of the Share Offer, but in any event so as to reach the Registrar by **not later than 4:00 p.m. on 13 July 2006 or such later time and date as the Offeror may determine and announce in accordance with the Takeovers Code or as permitted by the Executive in accordance with the Takeovers Code.** The provisions of Appendix I to the Composite Document are incorporated into and form part of this form of acceptance and transfer.

FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE SHARE OFFER

To: **The Offeror and Celestial Capital**

1. My/Our execution of this form of acceptance and transfer overleaf (whether or not such form is dated) shall be binding on my/our successors and assignees, and shall constitute:

- (a) my/our irrevocable acceptance of the Share Offer made by Celestial 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 Shares specified in this form of acceptance and transfer or, if no such number is specified or a greater number is specified than I am/we are registered as the holder(s) of, in respect of all such Shares as to which I am/we are registered as the holder(s);
- (b) my/our irrevocable instruction and authority to the Offeror and/or Celestial Capital or their respective agent(s) to send a cheque crossed "Not negotiable — account payee only" drawn in my/our favour for the cash consideration to which I/we shall have become entitled under the terms of the Share Offer after deducting all stamp duty payable by me/us in connection with my/our acceptance of the Share Offer, by ordinary post at my/our risk to the person named below or, if no name and address is stated below to me or the first-named of us (in the case of joint registered shareholders) at the registered address shown in the register of members of the Company.

(Here insert name and address of the person to whom the cheque is to be sent, if different from the registered Shareholder or the first-named of joint registered Shareholders.)

Name: (in block capitals)

Address: (in block capitals)

- (c) my/our irrevocable instruction and authority to the Offeror and/or Celestial Capital or such person or persons as they may direct for the purpose, on my/our behalf, to make and execute the contract note required by Section 19(1) of the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) to be made and executed by me/us as the seller(s) of the Share(s) to be sold by me/us under the Share Offer and to cause the same to be stamped and to cause an endorsement to be made on this form of acceptance and transfer in accordance with the provisions of that Ordinance;
- (d) my/our irrevocable instruction and authority to the Offeror and/or Celestial Capital or such person or persons as they may direct to complete, amend and execute any document on my/our behalf including without limitation to insert a date in this form of acceptance and transfer or, if I/we or any other person shall have inserted a date, to delete such date and insert another date and to insert, delete, amend or substitute the transferee in this form of acceptance and transfer and to do any other act that may be necessary or expedient for the purpose of vesting in the Offeror or such person or persons as it may direct my/our Share(s);
- (e) my/our irrevocable instruction and authority to the Offeror and/or Celestial Capital or their respective agent(s) to collect from the Company, or the Registrar on my/our behalf the share certificate(s) in respect of the Share(s) due to be issued to me/us in accordance with, and against surrender of, the enclosed transfer receipt(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), which has/have been duly signed by me/us, and to deliver the same to the Registrar and to authorise and instruct the Registrar to hold such share certificate(s) subject to the terms and conditions of the Share Offer as if it was/they were share certificate(s) delivered to the Registrar together with this form of acceptance and transfer;
- (f) my/our 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 transfer my/our Share(s) to the Offeror or such person or persons as it may direct free from all third party rights, liens, charges, claims, equities and encumbrances and together with all rights attaching thereto as at 20 June 2006, including the right to receive all dividends and distributions declared, made or paid on or after 20 June 2006; and
- (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Celestial Capital or their respective agent(s) or such person or persons as it/they may direct on the exercise of any of the authorities contained herein.

2. I/We understand that acceptance to the Share Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror that the number of Share(s) specified in this form of acceptance and transfer or, if no such number is specified or a greater number is specified than I am/we are registered as the holder(s), in respect of all such Shares as to which I am/we are registered as the holder(s) are sold free from all third party rights, liens, charges, claims, equities and encumbrances and together with all rights attaching thereto as at 20 June 2006, including the right to receive all dividends and distributions declared, made or paid on such Share(s) on or after 20 June 2006.

3. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the Share Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease, in which event I/we authorise and request you to return to me/us my/our share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), together with this form of acceptance and transfer duly cancelled, by ordinary post at my/our own risk to the person at the address stated in 1(b) above or, if no name and address is stated, to me or the first-named of us (in the case of joint registered Shareholders) at the registered address referred to above.

Note: Where you have sent one or more transfer receipt(s) and in the meantime the relevant share certificate(s) has/have been collected by the Offeror and/or Celestial Capital or their respective agent(s) from the Company or the Registrar on your behalf, you will be sent such share certificate(s) in lieu of the transfer receipt(s).

4. I/We enclose the relevant share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof) for the whole or part of my/our holding of Shares which are to be held by you on the terms and conditions of the Share Offer. I/We understand that no acknowledgment of receipt of any form(s) of acceptance and transfer, share certificate(s), transfer receipt(s) or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) will be given. I/We further understand that all documents will be sent by ordinary post at my/our own risk.

5. I/We acknowledge that, save as expressly provided in the Composite Document, all the acceptance, instructions, authorization and undertakings hereby given shall be irrevocable.

本接納及過戶表格為要件，請即處理。閣下對接納及過戶表格或應採取之行動如有任何疑問，應諮詢持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已將(所有)股份售出或轉讓，應立即將此接納及過戶表格連同隨附之綜合文件送交買主或承讓人，或送交經手買賣或轉讓之銀行、持牌證券交易商或其他代理，以便轉交買主或承讓人。

香港聯合交易所有限公司及香港中央結算有限公司對本接納及過戶表格(構成綜合文件之一部份)之內容概不負責，對其準確性及完整性亦不發表任何聲明，並明確表示概不會就本接納及過戶表格全部或任何部份內容或因倚賴該等內容而引致之任何損失承擔任何責任。

向海外獨立股東提出股份收購建議可能為有關司法權區之法例所禁止或影響。海外獨立股東應充份了解及遵守任何適用之法律規定。有意接納股份收購建議之每位海外獨立股東，有責任就此完全遵守有關司法權區關於股份收購建議之法例，包括取得可能為遵守正式或法律規定所需之任何政府、外匯管制或其他批准。任何該等海外獨立股東將負責支付有關司法權區之任何過戶款項或其他應付稅項。

如何填寫本表格

股份收購建議為無條件。本接納及過戶表格須與隨附之綜合文件一併閱讀。

閣下如接納時富融資(代表收購人)作出之股份收購建議，則應填妥並簽署本表格，連同就閣下所持全部股份或(如適用)不少於閣下擬接納股份收購建議之股份數目之有關股票及/或過戶收據及/或任何其他所有權文件(及/或就此所需之滿意賠償保證)，於股份收購建議開始後盡快郵寄或親自交回本公司於香港之股份過戶登記分處登捷時有限公司(「股份過戶登記處」)，地址為香港灣仔皇后大道東28號金鐘滙中心26樓，而無論如何須於二零零六年七月十三日下午四時正(或收購人根據收購守則可能決定及公佈或根據收購守則獲執行人員同意之較後時間及日期)前送達。綜合文件附錄一之條文乃納入本接納及過戶表格，並構成其一部份。

股份收購建議之接納及過戶表格

致：收購人及時富融資

1. 本人/吾等簽署背頁之接納及過戶表格(無論有否填寫日期)將對本人/吾等之繼承人及承讓人有約束力，即表示：

- (a) 本人/吾等不可撤回地接納由時富融資代表收購人提出並載於綜合文件之股份收購建議以收取代價，按綜合文件及本表格所載有關條款與條件收購接納及過戶表格上所填數目之股份，如未有指定股數或指定股數較本人/吾等名下登記之股數為多，則接納收購本人/吾等名下登記持有之全部股份；
- (b) 本人/吾等不可撤回地指示並授權收購人及/或時富融資或彼等各自之代理人，將本人/吾等根據股份收購建議之條款應得之現金代價(已扣除本人/吾等就本人/吾等於有關接納股份收購建議應付之所有印花稅)以「不得轉讓—只人抬頭人賬戶」劃線支票之方式按下列姓名及地址以平郵方式寄予所列人士(或如無填寫姓名及地址，則按本公司股東名冊之登記地址寄予本人或名列首位之股東(如屬聯名股東))，郵誤風險由本人/吾等承擔；

(如收取支票之人士及地址並非登記股東或名列首位之聯名登記股東所登記之姓名及地址，則請在本欄填上應收取支票人士之姓名及地址。)

姓名：(請用正楷填寫)

地址：(請用正楷填寫)

- (c) 本人/吾等不可撤回地指示並授權收購人及/或時富融資或彼等可能就此指定之人士代表本人/吾等就根據股份收購建議所出售之股份以賣方身份作出及簽署根據印花稅條例(香港法例第117章)第19(1)條指定須作出及簽署之合約票據，並按該條例規定繳付印花稅及於本接納及過戶表格背頁簽署。
- (d) 本人/吾等不可撤回地指示並授權收購人及/或時富融資或彼等可能指定之任何人士代表本人/吾等填妥、修改及簽署任何文件，包括但不限於在接納及過戶表格填上日期，或如本人/吾等或任何其他人士已填上日期，則刪去該日期而填上另一日期，並於本接納及過戶表格填上、刪去、修改或替換承讓人及採取任何必要或適宜之行動，使本人/吾等之股份歸收購人或其指定人士所有；
- (e) 本人/吾等不可撤回地指示並授權收購人及/或時富融資或彼等各自之代理人代表本人/吾等根據隨附已由本人/吾等正式簽署之過戶收據及/或其他所有權文件(及/或所需之滿意賠償保證)向公司或股份過戶登記處領取就有關股份將予發行之股票，並將有關股票送交股份過戶登記處，及授權並指示股份過戶登記處按股份收購建議之條款及條件保存該等股票，猶如該等股票連同本接納及過戶表格一併送交股份過戶登記處；
- (f) 本人/吾等承諾於必要或有需要時簽署其他文件並進行其他行動或事宜，以確保轉讓予收購人或其指定人士之股份不涉及任何第三者權益、留置權、押記、索償、股權及產權負擔，並確保該等股份可享有於二零零六年六月二十日所附帶之一切權利，包括可全數享有於二零零六年六月二十日或之後宣派、派發或支付之一切股息及分派之權利；及
- (g) 本人/吾等同意認可收購人及/或時富融資或彼等各自之代理人或其指定人士可能進行或實施之任何行動或事宜或執行當中有關之授權。

2. 本人/吾等明白本人/吾等接納股份收購建議將被視為構成本人/吾等向收購人作出保證，表示本接納及過戶表格所列數目之股份(或倘無列明股份數目或所列之股份數目高於本人/吾等以持有人名義登記的數目，則就本人/吾等以持有人名義登記之所有該等股份而言)並不附有第三者權益、留置權、押記、索償、股權及產權負擔，以及可享有於二零零六年六月二十日所附帶之一切權利，包括就該等股份可全數享有於二零零六年六月二十日或之後宣派、派發或支付之一切股息及分派之權利。

3. 如按股份收購建議之條款本人/吾等之接納為無效或被視為無效，則以上第1段所載之所有指示、授權及承諾均會終止。在此情況下，本人/吾等授權並要求閣下將本人/吾等名下有關之股票及/或過戶收據及/或其他所有權文件(及/或就此所需之滿意賠償保證)，連同已註銷之接納及過戶表格以平郵方式按上文第1(b)段所列地址寄予有關人士，如未有列明姓名及地址者，則按上述之登記地址寄予本人或名列首位之股東(如為聯名登記股東)；郵誤風險由本人/吾等承擔。

附註：如閣下交出一份或以上過戶收據而收購人及/或時富融資或彼等各自之代理人已代閣下向公司或股份過戶登記處領取有關股票，則發還閣下者將為該等股票，而非原來之過戶收據。

4. 本人/吾等謹此附上閣下就按股份收購建議之條款及條件將持有之全部或部份本人/吾等股份之有關股票及/或過戶收據及/或任何其他所有權文件(及/或就此所需之滿意賠償保證)。本人/吾等明白不會獲發有關接納及過戶表格、股票、過戶收據或其他所有權文件(及/或就此所需之滿意賠償保證)之收據。本人/吾等亦明白所有文件均將以普通郵遞方式寄發，郵誤風險概由本人/吾等承擔。

5. 本人/吾等明白除綜合文件指明者外，所有接納、指示、授權及承諾乃不可撤回。

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



Magnum International Holdings Limited

萬能國際集團有限公司

(Incorporated in Bermuda with limited liability)

Stock Code: 305

FORM OF ACCEPTANCE AND CANCELLATION OF THE OUTSTANDING OPTIONS OF MAGNUM INTERNATIONAL HOLDINGS LIMITED

THIS FORM REQUIRES YOUR IMMEDIATE ATTENTION. If you are in doubt as to any aspect of this form of acceptance and cancellation of the outstanding Options or as to the action to be taken, you should consult a licensed securities dealer, bank manager, solicitor, professional accountant or other professional adviser.

Terms used herein, unless the context otherwise requires, shall have the same meanings as defined in the composite offer and response document dated 22 June, 2006, jointly issued by Dragon Hill Development Limited and Magnum International Holdings Limited.

To: The Offeror, Celestial Capital and the Company

I _____ of _____
_____ 1

hereby accept the Option Offer made by Celestial Capital on behalf of the Offeror and agree to the cancellation of _____² outstanding Option(s) granted to me to subscribe for _____² Share(s) at the exercise price of HK\$0.111 per Share at any time during the period from _____ to _____ at the offer price of HK\$0.001 per Option. The Option certificate(s) (if any) relating to such Option(s) is/are enclosed herewith for the Company's cancellation³.

Dated this _____ day of _____ 2006

Signature of the
abovementioned Optionholder

Notes:

1. Please insert full name and address in BLOCK CAPITALS.
2. Please insert the number of outstanding Option(s) and the number of Shares in respect of which such Option(s) to subscribe is/are surrendered for cancellation. If no number is inserted or a number in excess of your registered holding of the outstanding Option(s) is/are inserted, you will be deemed to have accepted the Option Offer in respect of your entire holding of Option(s).
3. If the number of outstanding Option(s) and the number of Shares in respect of which such Option(s) to subscribe is/are surrendered for cancellation is less than the number of outstanding Option(s) held by the Optionholder, the Company will provide a confirmation letter in relation to the balance of the Option(s) to such Optionholder.
4. The completed form of acceptance and cancellation of the outstanding Options together with the relevant Option certificate(s) (if any) for the whole of your holding of the outstanding Option(s), or for the number of the outstanding Option(s) in respect of which you accept the Option Offer, should be sent by post or by hand to the company secretary of the Company at **1301A, 13/F, Bank of America Tower, 12 Harcourt Road, Central, Hong Kong**, marked "Magnum Option Offer" on the envelope, as soon as practicable after receipt of this form of acceptance and cancellation of the outstanding Options and in any event so as to reach the company secretary of the Company at the aforesaid address by no later than **4:00 p.m. on 13 July 2006, or such later time and/or date as the Offeror may determine and announce in accordance with the Takeovers Code or as permitted by the Executive in accordance with the Takeovers Code**. No acknowledgement of receipt of any form of acceptance and cancellation of the outstanding Options or Option certificate(s) will be given.
5. This form of acceptance and cancellation of the outstanding Options should be read in conjunction with the Composite Document. The provisions of Appendix I to the Composite Document in relation to the Option Offer are incorporated into and form part of this form of acceptance and cancellation of the outstanding Options.

香港聯合交易所有限公司及香港中央結算有限公司對本表格內容概不負責，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表格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。

本接納及註銷表格在閣下欲接納購股權收購建議時適用。



Magnum International Holdings Limited

萬能國際集團有限公司

(於百慕達註冊成立之有限公司)

股份代號：305

萬能國際集團有限公司
接納及尚未行使購股權註銷表格

本表格須閣下即時處理。閣下如對本接納及尚未行使購股權註銷表格任何方面或應採取之行動有任何疑問，應諮詢持牌證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

本表格所用詞彙，除文義另有所指外，與俊山發展有限公司及萬能國際集團有限公司聯合刊發日期為二零零六年六月二十二日之綜合收購建議及回應文件所界定者具有相同涵義。

致：收購方、時富融資及本公司

本人 _____ 地址為 _____

謹此接納由時富融資代表收購人提出之購股權收購建議，並同意按每份購股權0.001港元之收購價，註銷授予本人於 _____ 至 _____ 期間隨時按每股0.111港元之行使價認購 _____ 股²股份之 _____ 份²購股權。隨本表格附奉有關該等購股權之購股權證書(如有)，以供公司註銷³。

日期：二零零六年 _____ 月 _____ 日

上述購股權持有人簽署

附註：

1. 請以正楷填寫全名及地址。
2. 請填寫將交回供註銷尚未行使購股權數目及該等購股權可認購之股份數目。如無填寫數目或所填數目超過閣下登記持有之尚未行使購股權數目，則閣下名下全部購股權均被視作接納購股權收購建議論。
3. 倘將交回供註銷之未行使購股權數目及該等購股權可認購之股份數目少於購股權持有人所持尚未行使購股權數目，則本公司將向該購股權持有人發出有關購股權餘額之確認函件。
4. 已填妥之接納及尚未行使購股權註銷表格，連同閣下名下全部尚未行使購股權或有關閣下接納購股權收購建議之尚未行使購股權數目之購股權證書(如有)，須於可行情況下，於接獲本接納及尚未行使購股權註銷表格後，盡快郵寄或親身交回本公司之公司秘書，地址為香港中環夏慤道12號美國銀行中心13樓1301A室，及於任何情況下須於二零零六年七月十三日下午四時正前或收購人根據收購守則可能決定及公佈，或根據收購守則獲執行人員同意之較後時間及/或日期前，按上述地址送交本公司之公司秘書，信封面請註明「Magnum Option Offer」。本公司將不會就任何接納及尚未行使購股權註銷表格或購股權證書發出收據。
5. 本接納及尚未行使購股權註銷表格應與綜合文件一併閱讀。綜合文件附錄一有關購股權收購建議之條文已載入本接納及尚未行使購股權註銷表格，成為其中之一部份。