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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接納及過戶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，概不就因本接納及過戶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承擔任何責任。

Unless the context otherwise requires, terms used in this Form of Acceptance and Transfer shall bear the same meanings as those defined in the composite document dated 10 September 2014 (the “Composite Document”) jointly issued by Orient Victory Real Estate Group Holdings Limited and South China Holdings Limited.

除文義另有所指外，本接納及過戶表格所用詞彙與東勝置業集團控股有限公司與南華集團有限公司共同刊發日期為二零一四年九月十日之綜合文件（「綜合文件」）所界定具有相同涵義。

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

接納及過戶表格在 閣下欲接納要約時適用。



SOUTH CHINA HOLDINGS LIMITED  
南華集團有限公司\*  
(Incorporated in the Cayman Islands with limited liability)  
(於開曼群島註冊成立之有限公司)  
(Stock Code: 265)  
(股份代號：265)

FORM OF ACCEPTANCE AND TRANSFER  
OF ORDINARY SHARE(S) OF HK\$0.025 EACH IN THE ISSUED SHARE CAPITAL OF  
SOUTH CHINA HOLDINGS LIMITED  
南華集團有限公司  
已發行股本中每股面值0.025港元之普通股之  
接納及過戶表格

All parts should be completed 每項均須填妥

Registrar and transfer office: Union Registrars Limited  
18th Floor, Fook Lee Commercial Centre, Town Place, 33 Lockhart Road, Wanchai, Hong Kong  
股份過戶登記處：聯合證券登記有限公司  
香港灣仔駱克道33號中央廣場福利商業中心18樓

FOR THE CONSIDERATION stated below, the “Transferor” named below hereby accepts the Offer and transfer(s) to the “Transferee” named below the Share(s) of HK\$0.025 each held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the Composite Document.  
根據本接納及過戶表格及綜合文件載列之條款及條件，下列「轉讓人」現接納要約並按下列代價，將以下註明由其持有每股面值0.025港元之股份轉讓予下列「承讓人」。

Number of Share(s) to be transferred (Note) 將予轉讓之股份數目(附註)	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票號碼		
TRANSFEROR(S) name(s) and address(es) in full 轉讓人 全名及地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)	Surname(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\$0.27425 in cash for each Share 每股股份現金0.27425港元	
TRANSFEEE 承讓人	Name: 名稱: Correspondence address: 通訊地址: Occupation: 職業: Orient Victory Real Estate Group Holdings Limited 東勝置業集團控股有限公司 Room 2603, Harbour Centre, 25 Harbour Road, Wanchai, Hong Kong 香港灣仔港灣道25號海港中心2603室 Corporation 法人團體	

Signed by or for and on behalf of the Transferor(s) in the presence of:  
轉讓人或其代表在下列見證人見證下簽署:  
Signature of witness 見證人簽署

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

Name of witness 見證人姓名	Signature(s) of Transferor(s)/company chop, if applicable 轉讓人簽署/公司印鑑(如適用)
Address of witness 見證人地址	
Occupation of witness 見證人職業	Date of submission of this Form of Acceptance and Transfer 提交本接納及過戶表格之日期

The signing Shareholder(s) hereby acknowledge(s) that the Offer is conditional upon the terms and conditions as set out in the Composite Document, and that the signing and submission of this Form of Acceptance and Transfer by the signing Shareholder(s) do not render the transfer of Shares contemplated hereunder becoming effective. The transfer of Shares contemplated hereunder shall be subject to the signing by the Transferee on the date of transfer stated below.  
署名股東謹此確認要約受綜合文件所載條款及條件所規限，且由署名股東簽署及呈交本接納及過戶表格並不令據此擬進行之股份轉讓生效。據此擬進行之股份轉讓須於下文所列轉讓日期由承讓人簽署，方可作實。

Do not complete 請勿填寫本欄	
Signed by or for and on behalf of the Transferee in the presence of: 承讓人或其代表在下列見證人見證下簽署: Signature of witness 見證人簽署	
Name of witness 見證人姓名	For and on behalf of 代表 Orient Victory Real Estate Group Holdings Limited 東勝置業集團控股有限公司
Address of witness 見證人地址	
Occupation of witness 見證人職業	
Date of transfer 轉讓日期	Signature of Transferee or its duly authorised agent(s) 承讓人或其正式授權代理人簽署

Note: Insert the total number of Shares for which the Offer is accepted. If no number is specified or if the total number of Shares specified in this Form of Acceptance and Transfer is greater than the number of Shares tendered and you have signed this Form of Acceptance and Transfer, you will be deemed to have accepted the Offer in respect of the Shares as shall be equal to the Shares tendered by you. If the number of Shares specified in this Form of Acceptance and Transfer is smaller than the Shares tendered by you and you have signed this Form of Acceptance and Transfer, you will be deemed to have accepted the Offer in respect of the Shares equal to the number of the Shares specified in this Form of Acceptance and Transfer.

附註：請填上接納要約所涉及之股份總數。倘並無指定數目或倘於本接納及過戶表格所列明之股份總數大於所交回之股份數目，而 閣下已簽署本接納及過戶表格，則 閣下將被視為就相等於 閣下所交回股份數目之股份接納要約。倘本接納及過戶表格所列明之股份數目少於 閣下所交回之股份數目，而 閣下已簽署本接納及過戶表格，則 閣下將被視為就相等於本接納及過戶表格所列明股份數目之股份接納要約。

\* For identification purpose only 僅供識別

**THIS FORM OF ACCEPTANCE AND TRANSFER IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.** If you are in doubt as to any aspect of this Form of Acceptance and Transfer 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.

If you have sold or transferred all your Share(s), you should at once hand this Form of Acceptance and Transfer and the Composite Document to the purchaser(s) or transferee(s) or to the licensed securities dealer or registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

The making of the Offer to the Overseas Shareholders may be prohibited or affected by the laws of the relevant jurisdictions. If you are an Overseas Shareholder, you should obtain appropriate legal advice regarding the implications of the Offer in the relevant jurisdictions or, keep yourself informed about and observe any applicable legal or regulatory requirements. It is your own responsibility if you wish to accept the Offer to satisfy yourself as to the full observance of the laws and regulations of all relevant jurisdictions in connection therewith, including but not limited to 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, regulatory and/or legal requirements. You shall also be fully responsible for the payment of any transfer or other taxes and duties due by you in respect of the relevant jurisdictions. The Offeror, its beneficial owner, CCBI, CCBIS, the Company, the Independent Financial Adviser, the Registrar, any of their respective directors and professional advisors and all persons involved in the Offer and any of their respective agents 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 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 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 Offer.

#### HOW TO COMPLETE THIS FORM

Shareholders are advised to read this Form of Acceptance and Transfer in conjunction with the Composite Document before completing this Form of Acceptance and Transfer. To accept the Offer made by **CCBI on behalf of the Offeror to acquire your Shares at a cash price HK\$0.27425 per Share**, you should complete and sign this form overleaf and forward this form, together with the relevant share certificate(s) (the "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 not less than such number of Shares in respect of which you wish to accept the Offer, by post or by hand, marked "**South China Holdings Limited General Offer**" on the envelope, to **Union Registrars Limited (the "Registrar") at 18th Floor, Fook Lee Commercial Centre, Town Place, 33 Lockhart Road, Wanchai, Hong Kong as soon as possible, but in any event so as to reach the Registrar by not later than 4:00 p.m. on Friday, 3 October 2014 (Hong Kong time) or such later time and/or date as the Offeror may determine and announce in accordance with the Takeovers Code. The provisions contained in Appendix I of 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 OFFER

##### To: The Offeror and CCBI

1. My/Our execution of this Form of Acceptance and Transfer overleaf (which shall be dated and duly completed pursuant to Appendix I of the Composite Document) shall be binding on my/our successors and assignees, and shall constitute:
  - (a) my/our irrevocable acceptance of the Offer made by CCBI on behalf of the Offeror, as contained in the Composite Document, for the consideration 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;
  - (b) my/our irrevocable instruction and authority to each of the Offeror and/or CCBI and/or any of 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 (if any) (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 Offer, as if it was/were Share Certificate(s) delivered to the Registrar together with this Form of Acceptance and Transfer;
  - (c) my/our irrevocable instruction and authority to each of the Offeror and/or CCBI and/or any of 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 Offer (less seller's ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Offer), by ordinary post at my/our own risk to the person named at the address stated 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 as soon as possible but in any event within 7 Business Days (as defined under the Takeovers Code) after the date of receipt of all the relevant documents by the Registrar to render the acceptance under the Offer complete and valid in accordance with the Takeovers Code;  
*(Note: 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 letters) .....  
Address: (in block letters) .....
  - (d) my/our irrevocable instruction and authority to each of the Offeror and/or CCBI and/or such person or persons as any of them may direct for the purpose, on my/our behalf, to make and execute the contract note as 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 Offer and to cause the same to be stamped and to cause an endorsement to be made on this form in accordance with the provisions of that Ordinance;
  - (e) my/our irrevocable instruction and authority to each of the Offeror and/or CCBI and/or such person or persons as any of them may direct to complete and execute any document on my/our behalf in connection with my/our acceptance of the Offer 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) tendered for acceptance under the Offer;
  - (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) tendered for acceptance under the Offer to the Offeror or such person or persons as it may direct free from all liens, charges, options, claims, equities, adverse interests, third party rights or encumbrances whatsoever and together with all rights accruing or attaching thereto on or after the date on which the Offer is made, including, without limitation, the right to receive all future dividends and other distributions declared, paid or made (but, for the avoidance of doubt, excluding the entitlement to the Special Dividend), if any, on or after the date on which the Offer is made, in respect of the Share(s) tendered for acceptance under the Offer;
  - (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or CCBI and/or any of their respective agent(s) or such person or persons as any of them may direct on the exercise of any of the authorities contained herein; and
  - (h) my/our appointment of the Offeror and/or CCBI as my/our attorney in respect of all the Share(s) to which this form relates, such power of attorney to take effect from the date and time on which the Offer becomes unconditional in all respects and thereafter be irrevocable.
2. I/We understand that acceptance of the Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror and CCBI that (i) the Shares held by me/us to be acquired under the Offer are sold free from all third party rights, liens, charges, equities, options, claims, adverse interests and encumbrances and together with all rights accruing or attaching thereto on or after the date on which the Offer is made or subsequently becoming attached to them, including, without limitation, the rights to receive all future dividends and other distributions declared, paid or made (but, for the avoidance of doubt, excluding the entitlement to the Special Dividend), if any, on or after the date on which the Offer is made; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror, its beneficial owner, CCBI, CCBIS, the Company or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Offer or his/her acceptance thereof, and is permitted under all applicable laws and regulations to receive and accept the Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws and regulations.
3. I/We hereby warrant and represent to the Offeror and the Company that I/we am/are the registered holder(s) of the Share(s) specified in this form and I/we have the full right, power and authority to sell and pass the title and ownership of my/our Share(s) to the Offeror by way of acceptance of the Offer.
4. In the event that my/our acceptance is treated as invalid in accordance with the terms of the Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease and in which event, I/we authorise and request you or any one of you to return to me/us my/our 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), together with this form duly cancelled, by ordinary post at my/our own risk to the person and address stated in paragraph 1(c) 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 shown in the register of members of the Company.  
*Note: When you have sent one or more transfer receipt(s) and in the meantime the relevant Share Certificate(s) has/have been collected by any of the Offeror and/or CCBI and/or any of their respective agent(s) from the Company or the Registrar on your behalf upon your acceptance of the Offer, you will be returned such Share Certificate(s) in lieu of the transfer receipt(s).*
5. I/We hereby warrant and represent to the Offeror and the Company that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of members of the Company in connection with my/our acceptance of the 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, regulatory and/or legal requirements.
6. I/We hereby warrant and represent to the Offeror and the Company that I/we shall be fully responsible for payment of any transfer or other taxes and duties payable in respect of the jurisdiction where my/our address is located as set out in the register of members of the Company in connection with my/our acceptance of the Offer.
7. I/We enclose 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/part of my/our holding of Share(s) which are to be held by you on the terms and conditions of the Offer. I/We understand that no acknowledgement of receipt of this Form of Acceptance and Transfer, 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) will be given. I/we further understand that all documents will be sent by ordinary post at my/our own risk.
8. I/We acknowledge that my/our Share(s) sold to the Offeror by way of acceptance of the Offer will be registered under the name of the Offeror or its nominee.
9. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror, CCBI and the Company (so as to bind my/our successors and assignees) that in respect of the Shares which are accepted or deemed to have been accepted under the Offer, which acceptance has not been validly withdrawn, and which have not been registered in the name of the Offeror or as it may direct, to give:
  - (a) an authority to the Company and/or its agents from me/us to send any notice, circular, warrant or other document or communication which may be required to be sent to me/us as a member of the Company (including any Share Certificate(s) and/or other document(s) of title issued as a result of conversion of such Shares into certificated form) to the attention of the Offeror at Room 2603, Harbour Centre, 25 Harbour Road, Wanchai, Hong Kong;
  - (b) an irrevocable authority to the Offeror or its agents to sign any consent to short notice of any general meeting of the Company on my/our behalf and/or to attend and/or to execute a form of proxy in respect of such Shares appointing any person nominated by the Offeror to attend such general meeting (or any adjournment thereof) and to exercise the votes attaching to such Shares on my/our behalf, such votes to be cast in a manner to be determined at the sole discretion of the Offeror; and
  - (c) my/our agreement not to exercise any of such rights without the consent of the Offeror and my/our irrevocable undertaking not to appoint a proxy for, or to attend any, such general meeting and subject as aforesaid, to the extent I/we have previously appointed a proxy, other than the Offeror or its nominee or appointee, for or to attend or to vote at the general meeting of the Company, I/we hereby expressly revoke such appointment.
10. I/We acknowledge that, save as expressly provided in the Composite Document and this Form of Acceptance and Transfer, all the acceptance, instructions, authorisation and undertakings hereby given shall be irrevocable and unconditional.

**本接納及過戶表格乃重要文件，請即處理。** 閣下如對本接納及過戶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。

閣下如已將名下股份全部售出或轉讓，應立即將本接納及過戶表格及綜合文件送交買主或承讓人或經手買賣或轉讓之持牌證券商或註冊證券機構或其他代理商，以便轉交予買主或承讓人。

向海外股東提出要約或會受有關司法管轄區之法例所禁止或影響。倘 閣下為海外股東，則應自行就有關要約於相關司法管轄區之影響徵詢適當之法律意見，或了解及遵守任何適用法例或監管規定。 閣下如欲接納要約，則有責任自行確保就此全面遵守所有有關司法管轄區之法例及法規，包括但不限於取得可能所需之任何政府、外匯管制或其他方面之同意及任何登記或存檔，以及遵守所有必要之正式手續、監管及／或法例規定。 閣下亦須全面負責支付 閣下就相關司法管轄區應付之任何轉讓費或其他稅項及徵費。要約人、其實益擁有人、建銀國際、建銀國際證券、本公司、獨立財務顧問、過戶處、彼等各自之任何董事及專業顧問及所有涉及要約之人士以及彼等各自之任何代理人均有權就 閣下可能須付之任何稅項獲 閣下全面彌償及毋須就此承擔任何責任。 閣下接納要約將被視為構成 閣下保證，表示 閣下根據一切適用法例及法規獲准收到及接納要約及其任何修訂，而該接納將根據一切適用法例及法規屬有效及具約束力。 閣下決定是否接納要約時，應諮詢專業意見。

#### 本表格填寫方法

股東務請先一併閱讀本接納及過戶表格及綜合文件後始填寫本接納及過戶表格。 閣下如欲接納建銀國際代表要約人以現金每股股份0.27425港元之價格收購 閣下所持股份提出之要約，應填妥及簽署本表格之背頁，然後將本表格並連同不少於 閣下有意接納要約所涉及之股份數目之相關股票(「股票」)及／或過戶收據及／或任何其他所有權文件(及／或任何就此所需令人信納之彌償保證)儘早以郵遞或以專人送交聯合證券登記有限公司(「過戶處」)，地址為香港灣仔駱克道33號中央廣場福利商業中心18樓，信封面請註明「南華集團有限公司全面要約」，惟無論如何須於二零一四年十月三日(星期五)下午四時正(香港時間)(或要約人根據收購守則可能釐定並公布之較後日期及／或時間)前送達。綜合文件附錄一所載之條文已載入本接納及過戶表格，並構成其中一部分。

#### 要約之接納及過戶表格

致：要約人及建銀國際

- 本人／吾等簽立本接納及過戶表格之背頁(表格須根據綜合文件附錄一註明日期及填妥)，本人／吾等之繼承人及受讓人將受此約束，並構成：
  - 本人／吾等按綜合文件及本表格所載代價及條款與條件，就本接納及過戶表格所列明之股份數目，不可撤回地接納綜合文件所載由建銀國際代表要約人提出之要約；
  - 本人／吾等不可撤回地分別指示並授權要約人及／或建銀國際及／或彼等各自之任何代理人，代表本人／吾等從 貴公司或過戶處領取將根據本人／吾等已正式簽署且呈交之隨附過戶收據及／或其他所有權文件(如有)(及／或任何就此所需令人信納之彌償保證)發行予本人／吾等之股份之股票，並將有關股票送交過戶處，以及授權並指示過戶處根據要約之條款及條件持有有關股票，猶如有關股票乃與本接納及過戶表格一併送交過戶處；
  - 本人／吾等根據收購守則不可撤回地分別指示並授權要約人及／或建銀國際及／或彼等各自之任何代理人，將本人／吾等根據要約之條款應得之現金代價(減本人／吾等就接納要約應付之賣方從價印花稅)，以「不得轉讓—只准入抬頭人賬戶」方式劃線開出支票予本人／吾等，然後儘早惟無論如何於過戶處接獲使有關接納要約完整及有效之所有有關文件當日起計七個營業日(定義見收購守則)內，以平郵方式寄發予下文所列人士及地址(如未有於下欄列明姓名及地址，則按 貴公司股東名冊所示之登記地址寄予本人或吾等當中排名首位(如屬聯名登記股東))，郵誤風險由本人／吾等自行承擔；  
(附註：倘接收支票之人士並非登記股東或排名首位之聯名登記股東，則請在本欄填上接收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) .....
  - 本人／吾等不可撤回地分別指示並授權要約人及／或建銀國際及／或彼等任何一方可能就此指定之一名或多名人士代表本人／吾等以根據要約出售股份賣方之身份，訂立及簽立香港法例第117章印花稅條例第19(1)條所規定須由本人／吾等訂立及簽立之買賣單據，並安排按該條例之條文加蓋印花及在本表格背書證明；
  - 本人／吾等不可撤回地分別指示並授權要約人及／或建銀國際及／或彼等任何一方可能指定之一名或多名人士代表本人／吾等就本人／吾等接納要約填妥並簽立任何文件，並作出任何其他必需或適當行動，以使本人／吾等根據要約提交以供接納之股份轉歸要約人或其可能指定之該名或該等人士所有；
  - 本人／吾等承諾於可能屬必要或適當時簽立其他文件並作出有關行動及事宜，以進一步確保本人／吾等根據要約提交以供接納之股份轉讓予要約人或其可能指定之該名或該等人士，而上述股份將不帶有任何留置權、押記、購股權、申索、衡平權、不利權益、第三方權利或產權負擔，但連同於提出要約當日或之後所應計或附帶之所有權利，包括但不限於收取於提出要約當日或之後就根據要約提交以供接納之股份宣派、派付或作出之所有日後股息(如有)之權利(為免生疑問，不包括收取特別股息之權利)；
  - 本人／吾等同意追認要約人及／或建銀國際及／或彼等各自之任何代理人或彼等任何一方可能指定之一名或多名人士於行使本表格所載任何授權時可能作出或進行之各種行動或事宜；及
  - 本人／吾等委任要約人及／或建銀國際為本人／吾等就本表格有關之全部股份之委任代理人，該授權於要約在各方面成為無條件之日期及時間起生效，且隨後不得撤回。
- 本人／吾等明白本人／吾等接納要約將被視為構成本人／吾等向要約人及建銀國際保證，(i)本人／吾等所持有並根據要約獲收購之股份於出售時將不帶有任何第三方權利、留置權、押記、衡平權、選擇權、申索、不利權益及產權負擔，但連同於提出要約當日或之後所應計或附帶或其後所附帶之所有權利，包括但不限於收取於提出要約當日或之後宣派、派付或作出之所有日後股息及其他分派(如有)之權利(為免生疑問，不包括收取特別股息之權利)；及(ii)本人／吾等並無採取或遺漏採取任何行動，而將會或可能導致要約人、其實益擁有人、建銀國際、建銀國際證券、貴公司或任何其他人士違反任何地區與要約或其接納要約有關之法例或監管規定，且其根據一切適用法例及法規獲准收到及接納要約及其任何修訂，而該接納將根據一切適用法例及法規屬有效及具約束力。
- 本人／吾等謹此向要約人及 貴公司保證及聲明，本人／吾等為本表格所列明股份之登記持有人，而本人／吾等有十足權利、權力及授權以接納要約之方式，向要約人出售及移交本人／吾等之股份之所有權及擁有權。
- 倘根據要約之條款，本人／吾等之接納被視為無效，則上文第1段所載一切指示、授權及承諾將告終止，在此情況下，本人／吾等授權並要求 閣下或其中任何一方以平郵方式將本人／吾等之股票及／或過戶收據及／或任何其他所有權文件(及／或任何就此所需令人信納之彌償保證)，連同已正式註銷之本表格一併寄回上文第1(c)段所指人士及地址，或如姓名及地址欄內空白，則按 貴公司股東名冊所示登記地址寄回本人或吾等當中排名首位(如屬聯名登記股東)，惟郵誤風險概由本人／吾等自行承擔。  
附註： 倘 閣下寄發一份或以上過戶收據而要約人及／或建銀國際及／或彼等各自之任何代理人任何一方同時於 閣下接納要約後代表 閣下，從本公司或過戶處領取相關股票，則 閣下將獲交還股票而並非過戶收據。
- 本人／吾等謹此向要約人及 貴公司保證及聲明，本人／吾等符合本人／吾等於 貴公司股東名冊所列地址所在司法管轄區關於本人／吾等接納要約人面之法例，包括取得可能所需之任何政府、外匯管制或其他方面之同意及任何登記或存檔，以及遵守所有必要之正式手續、監管及／或法例規定。
- 本人／吾等謹此向要約人及 貴公司保證及聲明，本人／吾等將全面負責支付本人／吾等於 貴公司股東名冊所列地址所在司法管轄區就本人／吾等接納要約應付之任何過戶或其他稅項及徵費。
- 本人／吾等茲將本人／吾等持有之全部或部分股份之相關股票及／或過戶收據及／或任何其他所有權文件(及／或任何就此所需令人信納之彌償保證)，由 閣下按要約之條款及條件予以持有。本人／吾等了解所交回之本接納及過戶表格、股票及／或過戶收據及／或任何其他所有權文件(及／或就此所需令人信納之彌償保證)概不獲發收據。本人／吾等亦了解以平郵方式寄發所有文件之郵誤風險概由本人／吾等自行承擔。
- 本人／吾等知悉以接納要約之方式向要約人出售本人／吾等之股份，將以要約人或其代名人之名義登記。
- 本人／吾等就已接納或被視為已接納要約所涉及之股份，而其接納並未被有效撤回及並無以要約人之名義或按其指示登記，向要約人、建銀國際及 貴公司不可撤回地承諾、聲明、保證及同意(以約束本人／吾等之繼承人或受讓人)：
  - 本人／吾等授權 貴公司及／或其代理人將可能須向本人／吾等作為 貴公司股東寄發之任何通告、通函、認股權證或其他文件或通訊(包括任何股票及／或因將該等股份轉為證書形式而發出之其他所有權文件)送交過戶處(地址為香港灣仔港灣道25號海港中心2603室)予要約人；
  - 不可撤回地授權要約人或其代理人代表本人／吾等簽署任何同意書，同意縮短 貴公司任何股東大會通知期及／或出席及／或簽立有關該等股份之代表委任表格，以委任要約人提名之任何人士出席相關股東大會(或其任何續會)，以及代表本人／吾等行使該等股份所附帶之投票權，而該等投票權將以要約人全權酌情釐定之方式作出投票；及
  - 本人／吾等協定，在未取得要約人之同意下不會行使任何相關權利，以及本人／吾等不可撤回地承諾不會就任何股東大會委任代表，或親身出席股東大會，及在上文所規限下，如本人／吾等以往已就 貴公司股東大會委任代表(而該代表並非要約人或其代名人或獲委任人士)出席該等大會或作出投票，則本人／吾等謹此明示撤回有關委任。
- 本人／吾等確認，除綜合文件及本接納及過戶表格明文規定外，在此作出之所有接納、指示、授權及承諾均為不可撤回及為無條件。



## PERSONAL DATA

### Personal Information Collection Statement

The main provisions of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Privacy Ordinance") came into effect in Hong Kong on 20 December 1996. This personal information collection statement informs you of the policies and practices of the Offeror, CCBI and the Registrar in relation to personal data and the Privacy Ordinance.

#### 1. Reasons for the collection of your personal data

To accept the Offer for your Share(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 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 form and the Composite Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the relevant register of holders of the Share(s);
- conducting or assisting to conduct signature verifications, and any other verifications or exchange of information;
- establishing your entitlements under the Offer;
- distributing communications from the Offeror, CCBI or agents and the Registrar;
- compiling statistical information and Shareholder 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, CCBI or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror, CCBI and/or the Registrar to discharge their obligations to the Shareholders and/or regulators and other purpose to which the Shareholders may from time by time agree to or be informed of.

#### 3. Transfer of personal data

The personal data provided in this form will be kept confidential but the Offeror, CCBI and/or the Registrar 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, CCBI and/or agent(s) and the Registrar;
- any agents, contractors or third party service providers who share offer administrative, telecommunications, computer, payment or other services to the Offeror, CCBI and/or the Registrar, 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, CCBI and/or the Registrar 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, CCBI and/or the Registrar 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, CCBI and the Registrar 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, CCBI and/or the Registrar (as the case may be).

**BY SIGNING THIS FORM, YOU AGREE TO ALL OF THE ABOVE.**

## 個人資料

### 個人資料收集聲明

香港法例第486章個人資料(私隱)條例(「私隱條例」)之主要條文已於一九九六年十二月二十日在香港生效。本個人資料收集聲明旨在知會閣下有關要約人、建銀國際及過戶處有關個人資料及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股份接納要約，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表格及綜合文件載列之條款及申請手續；
- 登記將股份從閣下名下轉讓；
- 保存或更新相關之股份持有人名冊；
- 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；
- 確立閣下根據要約應得之配額；
- 自要約人、建銀國際或代理人及過戶處收取通訊；
- 編製統計資料及股東概覽；
- 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、建銀國際或過戶處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、建銀國際及／或過戶處履行彼等對股東及／或監管機構之責任及股東可能不時同意或獲悉之其他用途。

#### 3. 轉交個人資料

本表格所提供之個人資料將會保密，但要約人、建銀國際及／或過戶處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、建銀國際及／或代理人及過戶處；
- 為要約人、建銀國際及／或過戶處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人、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、建銀國際及／或過戶處認為必需或適當情況下之任何其他人士或機構。

#### 4. 查閱及更正個人資料

私隱條例賦予閣下權利確定要約人、建銀國際及／或過戶處是否持有閣下之個人資料，索取該等資料副本及更正任何不正確資料。根據私隱條例，要約人、建銀國際及過戶處有權就處理任何查閱資料之要求收取合理費用。所有關於查閱資料或更正資料或詢問關於政策及慣例及所持資料類別之要求，應向要約人、建銀國際及／或過戶處(視乎情況而定)提出。

閣下簽署本表格，即表示同意上述所有條款。