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Unless the context otherwise requires, terms used in this Form of Approval and Acceptance shall bear the same meanings as those defined in the composite offer document dated 9 May 2011 (the "Composite Offer Document") jointly issued by Shui On Company Limited and Shui On Construction and Materials Limited.

除文義另有所指外，本批准及接納表格所用詞彙與Shui On Company Limited及瑞安建業有限公司於二零一一年五月九日聯合刊發的综合收購文件（「综合收購文件」）所界定者具有相同涵義。

To be completed in all respects except the sections marked "Do not complete"  
除註明「毋須填寫」的部份外，每項均須填寫

### FORM OF APPROVAL AND ACCEPTANCE

批准及接納表格



瑞安建業有限公司\*  
SHUI ON CONSTRUCTION AND MATERIALS LIMITED

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立的有限公司)

(Stock Code: 983)

(股份代號：983)

Branch Share Registrar in Hong Kong:  
Tricor Standard Limited

於香港的股份過戶登記分處：  
卓佳標準有限公司

26th Floor  
Tesbury Centre  
28 Queen's Road East  
Wanchai, Hong Kong  
香港灣仔  
皇后大道東28號  
金鐘匯中心26樓

## VOLUNTARY CONDITIONAL PARTIAL CASH OFFER BY MERRILL LYNCH (ASIA PACIFIC) LIMITED ON BEHALF OF SHUI ON COMPANY LIMITED TO ACQUIRE 54,000,000 OFFER SHARES IN THE ISSUED SHARE CAPITAL OF SHUI ON CONSTRUCTION AND MATERIALS LIMITED FROM THE QUALIFYING SHAREHOLDERS

美林(亞太)有限公司代表SHUI ON COMPANY LIMITED提出自願有條件現金部份收購以向

合資格股東收購瑞安建業有限公司已發行股本中54,000,000股收購股份

#### TO APPROVE THE PARTIAL OFFER 批准部份收購

Whether you accept the Partial Offer or not, you may approve the Partial Offer AND specify the number of Shares in respect of which you approve the Partial Offer. For the purpose of such approval, each Share shall be entitled to ONE vote only. Multiple votes in respect of the same Share will not be taken into account in counting the approval of the Partial Offer. Only ONE Form of Approval and Acceptance will be accepted from you and only ONE vote for each Share may be cast. If you have put a tick "✓" to indicate your approval of the Partial Offer on this Form of Approval and Acceptance but no number of Shares in respect of such approval is specified or any other information in the Form of Approval and Acceptance is missing, incomplete or erroneous, the approval and the acceptance of the Partial Offer will not be considered as valid until such missing, incomplete or erroneous information has been completed and rectified in the Form of Approval and Acceptance. You may vote in respect of the total number of Shares you hold even though you do not intend to accept the Partial Offer and/or the number of Shares voted may be more than the number of Shares tendered for acceptance.

無論閣下是否接納部份收購，閣下可批准部份收購，並註明閣下批准部份收購所涉及的股份數目。就批准而言，每股股份僅享有一票投票權。於點算批准部分收購的票數時，涉及同一股份的重複投票將不予計算在內。僅從閣下接納一份批准及接納表格，且每股股份僅享有一票投票權。倘閣下在本批准及接納表格上填上「✓」號以表明閣下批准部份收購，但無註明批准所涉及的股份數目或批准及接納表格的任何其他資料有遺漏、未填妥或有錯誤，則部份收購的批准及接納將不會被視為有效，直至有關遺漏、未填妥或錯誤的資料經填妥及更正為止。即使閣下無意接納部份收購及/或已投票的股份數目可能超過就接納所呈報的股份數目，閣下仍可就閣下所持有的股份總數投票。

#### Box A 甲欄

If you approve the Partial Offer, please put a tick "✓" here 如閣下批准部份收購，請在此加上「✓」號		Number of Shares to approve the Partial Offer 批准部份收購的股份數目 _____ Shares (股)	
SHAREHOLDER(S) name(s) and address(es) in full 股東全名及完整地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或正楷填寫)		Family name(s) or company name(s) 姓名或公司名稱	Forename(s) 名字
		Registered address 登記地址	Telephone number 電話號碼

#### TO ACCEPT THE PARTIAL OFFER (Please refer to the note) 接納部份收購(請參閱附註)

#### Box B 乙欄

FOR THE CONSIDERATION stated below the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the Share(s) held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the accompanying Composite Offer Document. 根據本表格及隨附的综合收購文件所載條款及條件，下列「轉讓人」現按下列代價，將以下註明轉讓人所持有的股份轉讓予下列「承讓人」。			
Number of Shares tendered for acceptance 閣下提呈接納的股份數目	FIGURES 數目	WORDS 大寫	
Share certificate number(s) 股票編號			
TRANSFEROR(S) name(s) and address(es) in full 轉讓人全名及地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或正楷填寫)	Family name(s) or company name(s) 姓名或公司名稱	Forename(s) 名字	
	Registered address 登記地址	Telephone number 電話號碼	
CONSIDERATION 代價	HK\$12.00 in cash for each share of Shui On Construction and Materials Limited tendered for acceptance 以現金12.00港元提呈接納每股瑞安建業有限公司的股份		
TRANSFEEE 承讓人	Name 名稱: Correspondence address: 通訊地址: Occupation 職業:	Shui On Company Limited 34th Floor, Shui On Centre, 6-8 Harbour Road, Hong Kong 香港灣道6-8號瑞安中心34樓 Corporation 法團	

Note: Subject to the Partial Offer becoming unconditional in all respects, the total number of Shares taken up by the Offeror from you will be determined by the total number of Shares tendered for acceptance in accordance with the formula set out in the Composite Offer Document. Fractions of Shares will not be taken up under the Partial Offer. The number of Shares to be purchased from you by the Offeror in respect of your acceptance will be rounded up or down to the nearest whole number at the discretion of the Offeror.

附註：待部份收購在各方面成為無條件後，收購方自閣下承購的股份總數將就提呈接納的股份總數按載於综合收購文件的公式釐定。根據部份收購，非整數的股份將不會獲承購。收購方就閣下的接納將向閣下購買的股份數目，將會由收購方酌情決定上調或下調以接近最近的整數。

If you have voted in Box A to approve the Partial Offer and/or accepted the Partial Offer in Box B of this Form of Approval and Acceptance, please SIGN BELOW ONCE in the capacity as Qualifying Shareholder(s) to approve the Partial Offer and/or as the Transferor(s) to accept the Partial Offer (as the case may be). If you have accepted the Partial Offer, your signature(s) should be witnessed by a person aged 18 or above who is not another joint holder and who must also sign and print his/her name and address where indicated below. All joint holders must sign.

倘閣下於本批准及接納表格中甲欄批准部份收購及/或乙欄接納部份收購，請於下文簽署一次，以作為合資格股東批准部份收購及/或作為轉讓人接納部份收購(視情況而定)。

倘閣下接納部份收購，閣下應在並非另一名聯名持有人的18歲或以上人士的見證下簽署，而該人士亦須如下所示簽署及填寫其姓名及地址。所有聯名持有人均須簽署。

Signed by the Transferor(s) in the presence of:  
轉讓人在下列見證人見證下簽署：

Signature of Witness 見證人簽署 \_\_\_\_\_

Name of Witness 見證人姓名 \_\_\_\_\_

Address of Witness 見證人地址 \_\_\_\_\_

Occupation of Witness 見證人職業 \_\_\_\_\_

Signature(s) of Qualifying Shareholder(s)/Transferor(s)  
Company chop, if applicable  
合資格股東/轉讓人簽署  
公司印章(如適用)

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

ALL JOINT  
HOLDERS  
MUST SIGN  
HERE  
所有聯名  
持有人均須  
於本欄簽署

### Do not complete 請勿填寫本欄

Signed by the Transferee in the presence of: 承讓人在下列見證人見證下簽署：		For and on behalf of 代表 Shui On Company Limited	
Signature of Witness 見證人簽署 _____		Correspondence address: 通訊地址: 34th Floor, Shui On Centre, 6-8 Harbour Road, Hong Kong 香港灣道6-8號瑞安中心34樓	
Name of Witness 見證人姓名 _____		Occupation 職業: Corporation 法團	
Address of Witness 見證人地址 _____		Authorised Signatory(ies): 授權簽署人: _____	
Occupation of Witness 見證人職業 _____		Signature of Transferee 承讓人簽署 _____	
Date of Transfer 轉讓日期 _____			

**THIS FORM OF APPROVAL AND ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.**

If you are in any doubt as to any aspect of this Form of Approval and Acceptance or as to the action to be taken, you should consult your licensed securities dealer or registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser. If you have sold or otherwise transferred all your Shares, you should at once hand this Form of Approval and Acceptance and the accompanying Composite Offer Document to the purchaser(s) or transferee(s) or to the bank, licensed securities dealer, registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s). Only one Form of Approval and Acceptance will be accepted from each Qualifying Shareholder by the Share Registrar.

The acceptance of the Partial Offer by persons who are citizens or residents or nationals of jurisdictions outside Hong Kong may be prohibited or affected by the laws of the relevant jurisdictions. If you are a citizen or resident or national of a jurisdiction outside Hong Kong, you should inform yourself about and observe any applicable legal requirements. It is your responsibility if you wish to accept the Partial Offer to satisfy yourself as to the full observance of the laws of the relevant jurisdictions in connection therewith, including the obtaining of any governmental approvals, exchange control approvals or other consents, or filing and registrations requirements which may be required and the compliance with other necessary formalities or legal requirements and the payment of any transfer or other taxes due in such jurisdiction. Acceptance of the Partial Offer by you will constitute a representation and warranty by you that you have fully observed all applicable legal and other requirements and that the Partial Offer may be accepted by you lawfully under the laws of the relevant jurisdiction.

This Form of Approval and Acceptance should be read in conjunction with the Composite Offer Document. All words and expressions defined in the Composite Offer Document shall, unless the context otherwise requires, have the same meanings when used in this form.

**HOW TO COMPLETE THIS FORM OF APPROVAL AND ACCEPTANCE**

You should read the Composite Offer Document before completing this form. Whether you accept the Partial Offer or not, please consider whether to approve the Partial Offer by completing Box A in this Form of Approval and Acceptance and return it to the Share Registrar. To approve and/or accept the Partial Offer made by Merrill Lynch for and on behalf of the Offeror at HK\$12.00 per Offer Share in cash, you should duly complete and sign this form and forward this entire form, together with the Share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) for the exact number of Shares in respect of which you wish to accept the Partial Offer, by post or by hand, marked "Shui On Construction and Materials Limited – Partial Offer" on the envelope, to the Share Registrar at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong by no later than 4:00 p.m. on Monday, 30 May 2011 (being the First Closing Date) or such other time and/or date as the Offeror may, subject to the Takeovers Code, decide and announce. Unless the Partial Offer is extended or revised in accordance with the Takeovers Code, no Form of Approval and Acceptance received after the Final Closing Date will be accepted.

If you require any assistance in completing this Form of Approval and Acceptance or have any enquiries regarding the procedures for tendering and settlement or any other similar aspect of the Partial Offer, please contact the Share Registrar at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong or at its hotline at (852) 2980 1333.

**FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE PARTIAL OFFER**

To: **The Offeror and Merrill Lynch**  
To: **The Company and the Share Registrar**

1. My/Our execution of this Form of Approval and Acceptance (whether or not such form is dated) shall also be binding on my/our successors and assignees, and shall constitute:
- my/our acceptance of the Partial Offer made by Merrill Lynch for and on behalf of the Offeror and subject to the terms set out or referred to in the Composite Offer Document and this Form of Approval and Acceptance in respect of the number of Shares inserted in Box B of this form, in each case subject to scaling down and such acceptance shall be irrevocable except in the circumstances that the Executive requires that such Accepting Shareholder is granted a right to withdraw in accordance with Rule 19.2 of the Takeovers Code or in compliance with Rule 17 of the Takeovers Code;
  - my/our irrevocable instruction and authority to each of the Offeror and Merrill Lynch or their respective agent(s) to send a cheque marked "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 Partial Offer and (if applicable) any 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) (if applicable) for Shares not taken up or, if applicable, Share certificate(s) in respect of the balance of such Shares (taking account of any scaling down of my/our acceptance, stamp duty and the fees payable to the Share Registrar in respect of lost or unavailable Share certificates) by ordinary post at my/our own risk to the person and 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 as soon as possible but in any event within 10 days following the Final Closing Date;  
(Insert name and address of the person to whom the cheque should be sent (if different from the registered Shareholder or the first-named of joint registered Shareholders))

Name: (in block capitals) \_\_\_\_\_

Address: (in block capitals) \_\_\_\_\_

- my/our irrevocable instruction and authority to each of the Offeror and/or Merrill Lynch 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 Partial Offer and to cause the same to be stamped and to cause an endorsement to be made on this Form of Approval and Acceptance in accordance with the provisions of that Ordinance;
  - my/our irrevocable instruction and authority to each of the Offeror and/or Merrill Lynch 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 Partial Offer and to do any other act that may be necessary or expedient for the purpose of vesting in the Offeror and/or such person or persons as it may direct my/our Share(s) tendered for acceptance of the Partial Offer;
  - my/our understanding that my/our execution of this Form of Approval and Acceptance shall be deemed to constitute approval and/or acceptance of the Partial Offer on and subject to the terms set out or referred to in the Composite Offer Document and this Form of Approval and Acceptance, including any revision or extension of the terms of such Partial Offer, in the case of any revision, where the Partial Offer is revised and the consideration offered under such revised Partial Offer does not represent on such date (on such basis as Merrill Lynch, on behalf of the Offeror may consider appropriate) a reduction in the value of the Partial Offer in its original or any previously revised form(s). Also my/our instruction and authority to each of the Offeror and/or Merrill Lynch and/or the Share Registrar or their respective agent(s) or such person(s) as any of them may direct for the purpose, to accept any such revised Partial Offer on my/our behalf and to execute on my/our behalf and in my/our name all such further documents (if any) as may be required to give effect to such acceptance;
  - 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 Partial Offer to the Offeror or such person or persons as it may direct free from all third party rights, liens, claims, charges, equities and encumbrances but together with all rights accruing or attaching thereto on or after the Final Closing Date or subsequently becoming attached to them, including, without limitation, the rights to receive all future dividends and/or other distributions declared, paid or made, if any, on or after the Final Closing Date. For such purpose, by validly accepting the Partial Offer, I/we will sell my/our tendered Offer Shares with the right to the final dividend of HK\$0.40 per Share for the year ended 31 December 2010 as recommended by the Board subject to the Shareholders' approval of the dividend at the annual general meeting of the Company to be held on 16 June 2011, to the Offeror, if the Partial Offer is closed on or before 16 June 2011. I/We understand that if the Shareholders approve the aforesaid final dividend, it will be payable to the Shareholders whose names appear on the Register on 16 June 2011, except for dividends attributable to the Offer Shares in respect of which the Partial Offer has been accepted by me/us and agreed to be taken up by the Offeror, and in the event that the formalities for the registration of such Offer Shares under the name of the Offeror could not be completed and the name of the Offeror in respect of such Offer Shares is not entered into the Register on or before 16 June 2011, in order to implement the terms of the Partial Offer, I/we hereby expressly instruct and authorise the Company and the Share Registrar to direct the payment of such amount of dividend to the Offeror. Any dividends attributable to the remaining Shares held by me/us following the completion of the Partial Offer will be paid to me/us in the same manner in which the final dividend will be paid to the other Shareholders;
  - my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Merrill Lynch and/or their respective agents or such person or persons as any of them may direct on the exercise of any rights contained herein; and
  - my/our irrevocable instruction and authority to the Offeror and/or Merrill Lynch and/or their respective agent(s) to collect from the Share 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 satisfactory indemnity or indemnities required in respect thereof) (if applicable), which has/have been duly signed by me/us, and to deliver the same to the Share Registrar and to authorise and instruct the Share Registrar to hold such Share certificate(s) subject to the terms and conditions of the Partial Offer as if it/they were Share certificate(s) delivered to the Share Registrar together with this Form of Approval and Acceptance.
2. I/We understand that acceptance of the Partial Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror and Merrill Lynch that (i) the number of Share(s) specified in this Form of Approval and Acceptance will be sold free from all third party rights, liens, claims, charges, equities and encumbrances but together with all rights accruing or attaching thereto on or after the Final Closing Date or subsequently becoming attached to them, including, without limitation, the rights to receive all future dividends and/or other distributions declared, paid or made, if any, on or after the Final Closing Date; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror or Merrill Lynch or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Partial Offer or his acceptance thereof, and is permitted under all applicable laws to receive and accept the Partial Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws.
3. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the Partial Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease in which event, I/we authorise and request the Offeror and/or Merrill Lynch and/or the Share Registrar and/or such person or persons as any of them may direct to return to me/us my/our Share certificate(s) (and/or satisfactory indemnity or indemnities requested in respect thereof) (if applicable), together with this form duly cancelled, by ordinary post at my/our own risk to the person named in paragraph 1(b) above or, if no name or 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.
- Note: Where I/we 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 Merrill Lynch and/or any of their agent(s) from the Company or the Share Registrar on my/our behalf, such Share certificate(s) in lieu of the transfer receipt(s) will be returned to me/us.*
- I/We enclose the relevant Share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) for the whole or part of my/our holding of Share(s) which are to be held by the Offeror and/or Merrill Lynch and/or the Share Registrar and/or such person or persons as any of them may direct on the terms and conditions of the Partial Offer. I/We understand that no acknowledgement of receipt of any Form(s) of Approval and Acceptance, Share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (if applicable) will be given. I/we further understand that all documents will be sent by ordinary post at my/our own risk.
  - I/We represent and warrant to each of the Offeror and/or Merrill Lynch and/or the Share Registrar and/or such person or persons as any of them may direct that I am/we are the registered Shareholder(s) of the number of Share(s) specified in this Form of Approval and Acceptance and I/we have the full right, power and authority tender and pass the title and ownership of my/our Share(s) to the Offeror by way of acceptance of the Partial Offer.
  - I/We represent and warrant to the Offeror that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the Register in connection with my/our acceptance of the Partial Offer, including the obtaining of any governmental approvals, exchange control approvals or other consents, or filing and any registration requirements which may be required and the compliance with all necessary formalities or legal requirements.
  - I/We warrant to the Offeror that I/we shall be fully responsible for payment of any transfer or other taxes or 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 Partial Offer.
  - I/We acknowledge that, save as expressly provided in the Composite Offer Document and this Form of Approval and Acceptance, all acceptances, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.

本批准及接納表格乃重要文件，請即處理。

閣下如對本批准及接納表格的任何方面或應採取的行動有任何疑問，應諮詢閣下的持牌證券交易商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。閣下如已將名下的股份全部售出或以其他方式轉讓，應立即將本批准及接納表格及隨附的綜合收購文件送交買主或承讓人，或經手買賣或轉讓的銀行、持牌證券交易商、註冊證券機構或其他代理商，以便轉交買主或承讓人。股份過戶登記處僅會接納每名合資格股東遞交一份批准及接納表格。

屬香港以外司法權區的市民或居民或國民的人士接納部份收購可能會受有關司法權區的法例禁止或影響。倘閣下為香港以外司法權區的市民或居民或國民，應自行了解並遵守任何適用法律規定。閣下如欲接納部份收購，須自行負責就此全面遵守有關司法權區的相關法例(包括於取得任何可能規定的政府批准、外匯管制批准或其他同意或存檔及登記規定，以及遵守其他必要手續或法律規定以及支付於有關司法權區應付的任何轉讓或其他稅項及徵費)。閣下接納部份收購將構成閣下聲明及保證，閣下已全面遵守所有適用法律及其他規定，且閣下可合法根據有關司法權區的法例接納部份收購。

本批准及接納表格應與綜合收購文件一併閱讀。除另有指明外，本表格所用詞彙與綜合收購文件內所界定者具有相同涵義。

## 本批准及接納表格填寫方法

閣下務請細閱綜合收購文件後填寫本表格。不論閣下是否接納部份收購，務請考慮透過填妥本批准及接納表格甲欄及交回股份過戶登記處以批准部份收購，閣下如批准及/或接納由美林代表收購方提出的部份收購，按每股收購股份12.00港元以現金收購。閣下的股份，則應填妥並簽署本批准及接納表格，並最遲須於二零一一年五月三十日(星期一)(即首個截止日期)下午四時正前或收購方根據收購守則可能決定及公佈的其他時間及/或日期前將整份表格連同閣下欲接納部份收購確切股份數目的股票、過戶收據及/或任何其他所有權文件(及/或就所有權文件所需獲接納的任何彌償保證)(如適用)以郵遞或專人送遞方式送交股份過戶登記處，地址為香港灣仔皇后大道東28號金鐘匯中心26樓；信封面請註明「瑞安建業有限公司一部份收購」。除非部份收購根據收購守則獲延期或修訂，否則於最後截止日期後收到的批准及接納表格將不獲受理。

閣下如對填寫本批准及接納表格需要任何協助或就部份收購的提呈及交收程序或任何其他類似方面有任何疑問，請聯絡股份過戶登記處，其地址為香港灣仔皇后大道東28號金鐘匯中心26樓，或致電其熱線(852) 2980 1333。

## 部份收購的接納及轉讓表格

致： 收購方及美林

致： 貴公司及股份過戶登記處

1. 本人/吾等一經簽署本批准及接納表格(不論該表格是否已註明日期)，本人/吾等的承繼人及受讓人亦將受此約束，並表示：

- 本人/吾等依據及受制於綜合收購文件及本批准及接納表格所載或所指條款，就本表格乙欄所填入的股份數目接納由美林代表收購方提出的部份收購，在各情況下，均受制於接納股數的調整，此接納不得撤回，惟執行人員根據收購守則規則19.2或依據收購守則規則17要求賦予有關接納股東權利撤回則除外；
- 本人/吾等不可撤回地指示及授權收購方及美林或彼等各自的任何代理，各自將本人/吾等根據部份收購的條款應收的現金代價以「不得轉讓—只准入抬頭人帳戶」方式劃線開出的支票及(如適用)未獲承購股份的任何股票及/或過戶收據及/或任何其他所有權文件(及/或就所有權文件所需獲接納的任何彌償保證)(如適用)或(如適用)該等股份餘額的股票(經計及任何就本人/吾等接納規模的縮減、印花稅及就遺失或未能出示股票而應付股份過戶登記處的費用)，以普通郵遞方式儘快且無論如何於最後截止日期後的十日內寄至下述人士及地址，或如無填上姓名或地址，則寄至本人或(如屬聯名登記股東)吾等中排名首位者在股東名冊所示登記地址，有關郵遞風險概由本人/吾等承擔；(如收取支票的人士與登記股東或聯名登記股東的地址不同，則請在本欄填上應收取支票人士的姓名及地址)

姓名：(請用正楷填寫) \_\_\_\_\_

地址：(請用正楷填寫) \_\_\_\_\_

- 本人/吾等不可撤回地指示及授權收購方及/或美林及/或彼等任何一方可能就此指定的有關人士，各自代表本人/吾等製備及簽立按香港法例第117章印花稅條例第19(1)條規定本人/吾等作為部份收購項下出售股份的賣方須製備及簽立的成交單據，並按該條例的規定安排該單據加蓋印花及安排在本批准及接納表格背書證明；
  - 本人/吾等不可撤回地指示及授權收購方及/或美林及/或彼等任何一方可能指定的有關人士，各自代表本人/吾等填妥及簽署任何有關本人/吾等接納部份收購的文件，以及辦理任何其他必需或權宜的手續，將本人/吾等提交接納部份收購的股份轉歸收購方及/或其可能指定的有關人士所有；
  - 本人/吾等明白本人/吾等簽署本批准及接納表格即被視作根據及受制於綜合收購文件及本批准及接納表格所載或所指的條款(包括該部份收購的條款任何修訂或延長)批准及/或接納部份收購，而就修訂條款而言，部份收購被修訂，而經修訂的部份收購下提呈的代價並不代表減少在該日(按美林(代表收購方)認為適當的基準)部份收購以原訂或任何原先經修訂形式的價值。此外，指示及授權收購方及/或美林及/或股份過戶登記處或彼等各自的代理，或彼等任何一方可能就此指示的人士，各自代表本人/吾等接納任何此等經修訂的部份收購及代表本人/吾等以本人/吾等的名義簽署所有該等的進一步文件(如有)以使此項接納有效；
  - 本人/吾等承諾於必需或合宜時簽署有關其他文件及作出有關其他行動及事項，以將本人/吾等根據部份收購提呈接納的股份轉讓予收購方或其可能指定的有關人士，該等股份不附帶一切第三方權利、留置權、申索權、押記、衡平權及產權負擔，並連同於最後截止日期或之後發算或附帶或其後成為附帶的一切權利(包括但不限於收取於最後截止日期或之後宣派、派付或作出的一切未來股息及/或其他分派(如有)的權利)。就此而言，一經有效接納部份收購，倘部份收購於二零一一年六月十六日或之前截止，則本人/吾等將向收購方出售本人/吾等已提呈的收購股份，附帶董事會建議派發的截至二零一零年十二月三十一日止年度末期股息每股股份0.40港元(惟須待股東在本公司將於二零一一年六月十六日舉行的股東週年大會上批准派發後方可作實)。本人/吾等明白，倘股東批准上述末期股息，則股息將會應付於二零一一年六月十六日名列股東名冊的股東，惟就本人/吾等已接納並由收購方同意承購的部份收購涉及的收購股份應佔的股息除外，倘若無法辦妥有關將該等收購股份轉至收購方名義的登記手續，且並未於二零一一年六月十六日或之前就該等收購股份將收購方名稱登記於股東名冊，則為了實施部份收購的條款，本人/吾等謹此明確指示和授權貴公司及股份過戶登記處向收購方直接支付股息金額。於部份收購完成後，本人/吾等持有的其餘股份所應佔的任何股息將以向其他股東支付末期股息的同一方式向本人/吾等支付；
  - 本人/吾等同意追認收購方及/或美林及/或彼等各自的代理或彼等任何一方可能指定的有關人士於行使本批准及接納表格所載任何權利時可能作出或進行的各種行動或事宜；及
  - 本人/吾等不可撤回地指示及授權收購方及/或美林及/或彼等各自的代理，代表本人/吾等交回隨附經本人/吾等正式簽署的過戶收據及/或其他所有權文件(及/或就此所需獲接納的任何彌償保證)(如適用)，憑此向股份過戶登記處領取本人/吾等就股份應獲發的股票，並將有關股票送交股份過戶登記處，且授權及指示股份過戶登記處根據部份收購的條款及條件持有該等股票，猶如該(等)股票已連同本批准及接納表格一併送交股份過戶登記處論。
2. 本人/吾等明白本人/吾等接納部份收購，將被視為構成本人/吾等向收購方及美林保證(i)本批准及接納表格所註明股份數目將在不附帶一切第三方權利、留置權、申索權、押記、衡平權及產權負擔，惟連同於最後截止日期或之後發算或附帶或其後成為附帶的一切權利(包括但不限於收取於最後截止日期或之後宣派、派付或作出的一切未來股息及/或其他分派(如有)的權利)下出售；及(ii)本人/吾等並無採取或不採取任何行動而將或可能致使收購方或美林或任何其他人士違反任何地區與部份收購或其接納有關的法律或監管規定，且彼根據所有適用法例獲准收取及接納部份收購(及其任何修訂)，而根據所有適用法例，該接納為有效及具有約束力。
3. 倘根據部份收購的條款，本人/吾等的接納無效或被視為無效，則上文第1段所載一切指示、授權及承諾均告終止；在此情況下，本人/吾等授權並要求收購方及/或美林及/或股份過戶登記處及/或彼等任何一方可能指定的人士將本人/吾等的股票(及/或就此所需獲接納的彌償保證)(如適用)，連同已正式註銷的本批准及接納表格一併按股東名冊所示登記地址以普通郵遞方式郵寄予上文第1(b)段所列的人士，或如無列明姓名或地址，則為本人或吾等當中之名列首位的股東(如屬聯名登記股東)，郵遞風險概由本人/吾等承擔。
- 附註：倘本人/吾等交回一份或以上過戶收據，而同時收購方及/或美林及/或彼等的任何代理其中任何一方已代表本人/吾等向貴公司或股份過戶登記處領取有關的股票，則本人/吾等將獲發還股票而非過戶收據。
- 本人/吾等茲附上本人/吾等持有的全部或部分股份的相關股票、過戶收據及/或任何其他所有權文件(及/或就所有權文件所需獲接納的任何彌償保證)(如適用)，由收購方及/或美林及/或股份過戶登記處及/或彼等任何一方可能指定的人士按部份收購的條款及條件予以保存。本人/吾等明白任何交回的批准及接納表格、股票、過戶收據及/或任何其他所有權文件(及/或就所有權文件所需獲接納的任何彌償保證)(如適用)概不獲發收據。本人/吾等亦瞭解以普通郵遞方式寄發所有文件的一切郵遞風險概由本人/吾等自行承擔。
  - 本人/吾等向各收購方及/或美林及/或股份過戶登記處及/或彼等任何一方可能指定的人士聲明及保證，本人/吾等為本批准及接納表格所註明股份數目的登記股東，而本人/吾等有十足權利、權力及授權以接納部份收購的方式，向收購方提交及移交本人/吾等的股份的所有權及擁有權。
  - 本人/吾等向收購方聲明及保證，本人/吾等已遵守在本公司股東名冊上列示本人/吾等地址所在司法權區關於本人/吾等接納部份收購方面的法例，包括獲得任何所需的政府批准、外匯管制批准或其他方面的同意或所需的登記規定，及辦理一切必須的手續或遵守法律規定。
  - 本人/吾等向收購方保證，本人/吾等須就支付在本公司股東名冊上載列本人/吾等地址所在司法權區關於本人/吾等接納部份收購方面應付的任何轉讓稅或其他稅項或徵稅承擔全部責任。
  - 本人/吾等知悉，除綜合收購文件及本批准及接納表格明文規定外，據此作出的所有接納、指示、授權及承諾均不可撤回及為無條件。

## PERSONAL DATA

### Personal Information Collection Statements

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

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

In approving and/or accepting the Partial 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 approval and/or acceptance being invalidated, rejected or delayed. It may also prevent or delay the despatch of the consideration to which you are entitled under the Partial Offer.

#### 2. Purposes

The personal data which you provide on this Form of Approval and Acceptance may be used, held and/or stored (by whatever means) for the following purposes:

- processing your approval, acceptance and verification or compliance with the terms and application procedures set out in this Form of Approval and Acceptance and the Composite Offer Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the Register;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror and/or its agents such as financial advisers, and/or the Share Registrar;
- compiling statistical information and Shareholder profiles;
- establishing benefit entitlements of the Shareholders;
- disclosing relevant information to facilitate claims on entitlements;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- any other purpose in connection with the business of the Offeror or the Company; and

- any other incidental or associated purposes relating to the above and other purpose to which the Shareholders may from time to time agree to or be informed of.

#### 3. Transfer of personal data

The personal data provided in this Form of Approval and Acceptance will be kept confidential but the Offeror and/or Merrill Lynch and/or the Share 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, Merrill Lynch, any of their agents and the Share Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or Merrill Lynch and/or the Share Registrar, in connection with the operation of their businesses;
- any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as your bankers, solicitors, accountants or licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom the Offeror and/or Merrill Lynch and/or the Share Registrar consider(s) to be necessary or desirable in the circumstances.

#### 4. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror and/or Merrill Lynch and/or the Share Registrar holds your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Ordinance, the Offeror and/or Merrill Lynch and/or the Share Registrar has/have the right to charge a reasonable fee for the processing of any data access request. 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, Merrill Lynch or the Share Registrar (as the case may be).

**BY SIGNING THIS FORM OF APPROVAL AND ACCEPTANCE, YOU AGREE TO ALL OF THE ABOVE**

## 個人資料

### 收集個人資料聲明

本收集個人資料聲明旨在知會閣下有關收購方、美林及股份過戶登記處及有關個人資料及香港法例第486章個人資料(私隱)條例(「該條例」)的政策及慣例。

#### 1. 收集閣下個人資料的原因

閣下就股份批准及/或接納部份收購時須提供所需的個人資料,倘閣下未能提供所需資料,則可能導致閣下的批准及/或接納申請無效、被拒或受到延誤。這亦可能妨礙或延遲寄發閣下根據部份收購建議應得的代價。

#### 2. 用途

閣下於本批准及接納表格提供的個人資料可能會用作、持有及/或保存(以任何方式)作下列用途:

- 處理閣下的批准、接納申請及核實或遵循本批准及接納表格及綜合收購文件載列的條款及申請手續;
- 登記閣下名義的股份轉讓;
- 保存或更新股東名冊;
- 核實或協助核實簽名,以及進行任何其他資料核實或交換;
- 自收購方及/或其代理(例如財務顧問)及/或股份過戶登記處發佈通訊;
- 編製統計資料及股東資料;
- 確立股東的獲益權利;
- 披露有關資料以方便進行權益申索;
- 按法例、規則或規例規定(無論法定或其他規定)作出披露;
- 有關收購方或本公司業務的任何其他用途;及

- 有關上文所述任何其他臨時或關連用途及股東可能不時同意或知悉的其他用途。

#### 3. 轉交個人資料

本批准及接納表格提供的個人資料將會保密,惟收購方及/或美林及/或股份過戶登記處為達致上述或有關任何上述的用途,可能作出必需的查詢,以確認個人資料的準確性,尤其彼等可能向或自下列任何及所有個人及實體披露、獲取或轉交(無論在香港境內或香港境外地區)該等個人資料:

- 收購方、美林、其任何代理及股份過戶登記處;
- 為收購方及/或美林及/或股份過戶登記處的業務經營提供行政、電訊、電腦、付款或其他服務的任何代理、承包商或第三方服務供應商;
- 任何監管或政府機構;
- 與閣下進行交易或建議進行交易的任何其他個人或機構,例如閣下的銀行、律師、會計師或持牌證券交易商或註冊證券機構;及
- 收購方及/或美林及/或股份過戶登記處認為必需或適當情況下的任何其他個人或機構。

#### 4. 獲取及更正個人資料

根據該條例的規定,閣下可確認收購方及/或美林及/或股份過戶登記處是否持有閣下的個人資料、獲取該資料副本、以及更正任何錯誤資料。依據該條例的規定,收購方及/或美林及/或股份過戶登記處有權就獲取任何資料的請求收取合理的手續費。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的資料的所有請求均須提交予收購方、美林或股份過戶登記處(視情況而定)。

閣下一經簽署本批准及接納表格即表示同意上述所有條款