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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表格的內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示，概不對因本接納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的任何損失承擔任何責任。

Unless the context otherwise requires, terms used in this Form of Acceptance shall bear the same meanings as those defined in the accompanying composite offer and response document dated 6 November 2024 (the "Composite Document") jointly issued by CEDARWOOD VENTURES LIMITED (the "Offeror") and Capital Estate Limited (the "Company").

除文義另有所指外，本接納表格所用詞彙與CEDARWOOD VENTURES LIMITED（「要約人」）及冠中地產有限公司（「本公司」）於二零二四年十一月六日聯合刊發隨附之綜合要約及回應文件（「綜合文件」）所界定者具有相同涵義。

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

供閣下接納要約時使用之接納表格。



CAPITAL ESTATE LIMITED

冠中地產有限公司

(Incorporated in Hong Kong with limited liability)

(於香港註冊成立之有限公司)

(Stock Code: 193)

(股份代號：193)

FORM OF ACCEPTANCE AND TRANSFER OF ORDINARY SHARE(S) IN THE ISSUED SHARE CAPITAL OF CAPITAL ESTATE LIMITED

冠中地產有限公司
已發行股本之普通股接納及轉讓表格

All parts should be completed except the sections marked "Do not Complete" 除註明「請勿填寫本欄」者外，全部均須填寫

Hong Kong share registrar and transfer office (the "Registrar"):

Computershare Hong Kong Investor Services Limited

Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong

香港股份過戶登記處（「過戶登記處」）：

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號舖

You must insert the total number of Share(s) for which Offer is accepted. 閣下必須填上接納要約之股份總數。	FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby accept(s) the Offer and transfer(s) to the "Transferee(s)" named below the Share(s) in the issued share capital of the Company specified below, upon and subject to the terms and conditions contained herein and in the accompanying Composite Document. 下述之「轉讓人」謹此根據本表格及隨附綜合文件中列明的條款及條件並在其規限下，按下列代價，接納要約並將以下註明本公司已發行股本之股份轉讓予下述「承讓人」。		
	Total Number of Share(s) to be transferred (Note 1) 將予轉讓的股份總數 (附註1)	FIGURES 數目	WORDS 大寫
	Share certificate number(s) 股票號碼		
	TRANSFEROR(S) name(s) and address 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： Registered address: 登記地址：	Forename(s): 名字： Telephone number: 電話號碼：
	CONSIDERATION (Note 2) 代價 (附註2)	For each Offer Share: HK\$0.400 in cash 每股要約股份：現金0.400港元	
	TRANSFeree 承讓人	Name 名稱 Correspondence address 通訊地址 Occupation 職業	CEDARWOOD VENTURES LIMITED 12th Floor, Bonham Majoris, 40 Bonham Strand, Sheung Wan, Hong Kong 香港上環文咸東街40號Bonham Majoris 十二樓 Corporation 法團

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

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 Transferor(s) or its duly authorised agent(s) / company chop, if applicable
轉讓人或其正式授權代理人簽署/公司印鑑 (如適用)

Date of submission of this Form of Acceptance and Transfer
提交本接納及轉讓表格之日期

The signing Shareholder(s) hereby acknowledge(s) that the Offer is subject to the terms and conditions as set out in the Composite Document.
署名股東謹此確認要約須受綜合文件所載條款和條件規限。

Signed by or for and on behalf of the Transferee(s) in the presence of: 承讓人或其代表在下列見證人見證下簽署：	Do not complete 請勿填寫本欄	
	Signature of Witness 見證人簽署	For and on behalf of 代表 CEDARWOOD VENTURES LIMITED Authorised Signatory(ies) 獲授權簽署人
	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 of Transferee or its duly authorised agent(s) 承讓人或其正式授權代理人簽署	
	Date of signing by Transferee or its duly authorised agent(s) 承讓人或其正式授權代理人簽署日期	

Note 1: Insert the total number of Shares for which the Offer is accepted. If no number is inserted or a number inserted is greater or smaller than those represented by the share certificate(s) and/or transfer receipts and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for Share(s) tendered for acceptance of the Offer, and you have signed this Form of Share Offer Acceptance, your Form of Share Offer Acceptance in respect of the Share Offer will be considered to be incomplete and accordingly, your acceptance of the Share Offer will be invalid. This Form of Acceptance will be returned to you for correction and resubmission. Any corrected Form of Acceptance must be resubmitted and received by the Registrar on or before the latest time of acceptance of the Offer.

附註1：請填上接納要約的股份總數。倘並無填上數目或所填數目大於或小于就接納要約所交回股份之股票及/或過戶收據及/或其他所有權文件（及/或就此所需令人信納的任何彌償保證）所代表數目，而閣下已簽署本股份要約接納表格，則閣下有關於股份要約之股份要約接納表格將被視為不完整，而閣下有關於股份要約之接納將因此為無效。則本接納表格將退回予閣下，以供更正及重新遞交。任何經更正之接納表格必須於接納要約之最後時間或之前重新遞交並經過過戶登記處。

Note 2: The consideration will be paid to an accepting shareholder less seller's ad valorem stamp duty.

附註2：代價將支付予接納股東，其中扣除賣方從價印花稅。

ALL JOINT
REGISTERED
HOLDERS MUST
SIGN HERE
所有聯名
登記持有人
均須於本欄簽署



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

If you are in any doubt as to any aspect of this Form of 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 Share(s), you should at once hand this Form of Acceptance and the accompanying Composite 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).

Somerley Capital Limited is making the Offer for and on behalf of the Offeror. The making of the Offer to Overseas Shareholders who are citizens, residents or nationals of a jurisdiction outside Hong Kong may be affected by the laws and regulations of the relevant jurisdictions. If you are an Overseas Shareholder who is a citizen, resident or national of a jurisdiction outside Hong Kong, you should observe all applicable legal and regulatory requirements and, where necessary, seek independent legal advice. If you wish to accept the Offer, it is your responsibility to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdictions in connection therewith, including the obtaining of all governmental, exchange control or other consents which may be required and the compliance with all necessary formalities and regulatory or legal requirements. You will also be fully responsible for any such issue, transfer or other taxes or duties payable by you in respect of the acceptance of the Offer. The Offeror, parties acting in concert with the Offeror, the Company, Somerley Capital Limited, the Registrar, the company secretary of the Company or any of their respective ultimate beneficial owners, directors, officers, agents, advisers and associates and any other person involved in the Offer shall be entitled to be fully indemnified and held harmless by such person for any taxes or duties as such person may be required to pay. Acceptance of the Offer by you will constitute a representation and warranty by you to the Offeror, Somerley Capital Limited and the Company that you have observed and are permitted under all applicable laws and regulations to receive and accept the Offer, and that you have obtained all requisite governmental, exchange control or other consents in compliance with all necessary formalities and regulatory or legal requirements and have paid all issue, transfer or other taxes or duties or other required payments due from you in connection with such acceptance in any territory, and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations. This Form of Acceptance should be read in conjunction with the accompanying Composite Document.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

The Offer is unconditional. Shareholders are advised to read the Composite Document before completing this Form of Acceptance. To accept the Offer made by Somerley Capital Limited for and on behalf of the Offeror to acquire your Shares at a cash price of HK\$0.400 per Offer Share, you should complete and sign this Form of Acceptance and forward this entire 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 such number of Shares in respect of which you intend to accept the Offer by post or by hand, marked "Capital Estate Limited – Offer" on the envelope, to the Registrar, **27 November 2024 (Hong Kong time)** (or such later time(s) and/or date(s) as the Offeror may determine and the Offeror and the Company may jointly announce in accordance with the Takeovers Code). The provisions contained in Appendix I to the Composite Document are incorporated into and form part of this Form of Acceptance.

FORM OF ACCEPTANCE IN RESPECT OF THE OFFER

To: The Offeror, Somerley Capital Limited and the Registrar

1. My/Our execution of this Form of Acceptance (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 Offer made by Somerley Capital Limited for and 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; If no number is specified or a number specified is greater or smaller than those represented by the share certificate(s) and/or transfer receipts and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for Share(s) tendered for acceptance of the Offer, this Form of Acceptance will be returned to me/us for correction and resubmission. Any corrected Form of Acceptance must be resubmitted and received by the Registrar on or before the latest time of acceptance of the Offer;
 - (b) my/our irrevocable instruction and authority to each of the Offeror and/or Somerley Capital Limited 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 Shares due to be issued to me/us in accordance with, and against delivery of, the enclosed transfer receipt (s) and/or other document(s) of title (if any) (and/or 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/they was/were delivered to the Registrar together with this Form of Acceptance;
 - (c) my/our irrevocable instruction and authority to each of the Offeror and/or Somerley Capital Limited 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 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 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 within seven Business Days following the date of receipt of all the relevant documents by the Registrar to render the acceptance under the Offer complete and valid;
(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 Somerley Capital Limited and/or Registrar 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 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 Shares 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 of Acceptance in accordance with the provisions of that Ordinance;
- (e) my/our irrevocable instruction and authority to each of the Offeror and/or Somerley Capital Limited 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 and/or such person or persons as it may direct my/our Share(s) tendered for acceptance of 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 Shares tendered for acceptance under the Offer to the Offeror or such person or persons as it may direct free from all liens, charges, encumbrances, rights of pre-emption and any other third party rights of any nature and together with all rights accruing or attaching thereto, including, without limitation, the rights to receive dividends and other distributions, if any, recommended, declared, made or paid on or after the Closing Date;
- (g) my/our agreement that the Offer is, and all acceptances of the Offer will be, governed by and construed in accordance with the laws of Hong Kong and the courts of Hong Kong shall have exclusive jurisdiction to settle any dispute which may arise in connection with the Offer; and
- (h) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Somerley Capital Limited and/or the Company or their respective agent(s) or such person or persons as any of them may direct on the exercise for any rights contained herein.
2. I/We understand that acceptance of the Offer by me/us will be deemed to constitute a representation and warranty by me/us to the Offeror, Somerley Capital Limited and the Company that (i) the Shares held by me/us to be acquired under the Offer are sold 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, including, all rights to receive dividends and other distributions declared, made or paid, if any, on or after the date on which the Offer is made, i.e. the date of the Composite Document; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror, its beneficial owner and parties acting in concert with any of them, the Company, Somerley Capital Limited or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Offer or my/our acceptance thereof, and am/are permitted under all applicable laws and regulations to receive and accept the Offer, and that such acceptance is valid and binding in accordance with all applicable laws and regulations.
3. In the event that my/our acceptance is not valid, in accordance with the terms of the 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 any other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), together with this Form of Acceptance 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: If you submit the transfer receipt(s) upon acceptance of the Offer and in the meantime the relevant share certificate(s) is/are collected by any of the Offeror and/or Somerley Capital Limited or any of their agent(s) from the Company or the Registrar on your behalf, you will be returned 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 any satisfactory indemnity or indemnities required in respect thereof) for the whole/part of my/our holding of Shares which are to be held by you on the terms and conditions of the Offer.
5. I/We warrant and represent to the Offeror, Somerley Capital Limited and the Company that I am/we are the registered Shareholder(s) of the number of Shares specified in this Form of Acceptance and I/we have the full right, power and authority to sell and pass the title and ownership of my/our Shares to the Offeror by way of acceptance of the Offer.
6. I/We warrant and represent to the Offeror, Somerley Capital Limited and the Company that I/we have observed and are permitted under all applicable laws and regulations where my/our address is located as set out in the register of members of the Company to accept the Offer; and that I/we have obtained all requisite governmental, exchange control or other consents and made all registration or filing required in compliance with all necessary formalities and regulatory or legal requirements; and that I/we have paid all issue, transfer or other taxes or duties or other required payments due from me/us in connection with such acceptance; and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations.
7. I/We warrant to the Offeror, Somerley Capital Limited and the Company that I/we shall be fully responsible for payment of any transfer or other taxes and duties 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.
8. I/We acknowledge that, save as expressly provided in the Composite Document and this Form of Acceptance, all the acceptances, instructions, authorities and undertakings hereby given shall be irrevocable.
9. I/We acknowledge that my/our Shares sold to the Offeror by way of acceptance of the Offer will be registered under the name of the Offeror or its nominee.
10. I/We understand that no acknowledgement of receipt of any Form of Acceptance, 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.
11. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror, the Company and Somerley Capital Limited (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 the Registrar at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, 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.

For the avoidance of doubt neither Hong Kong Securities Clearing Company Limited nor HKSCC Nominees Limited will give, or be subject to, any of the above representations or warranties.

本接納表格乃重要文件，請即處理。

閣下如對本接納表格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轉讓，應立即將本接納表格及隨附綜合文件送交買方或承讓人，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，以便轉交買方或承讓人。

新百利融資有限公司現為及代表要約人作出要約。向身為香港境外司法權區的公民、居民或國民的海外股東作出要約可能受相關司法權區的法律及法規影響。閣下如屬身為香港境外司法權區的公民、居民或國民的海外股東，務請遵守一切適用法律及監管規定，並於有需要時尋求獨立法律意見。閣下如欲接納要約，則有責任自行就此全面遵守相關司法權區的法律及法規，包括取得可能所需的一切政府、外匯管制或其他同意，遵守一切必要的手續以及監管或法律規定。閣下亦須就接納要約應付的任何有關發行費、轉讓費或其他稅項或徵費負責。要約人、要約人一致行動人士、本公司、新百利融資有限公司、過戶登記處、本公司的公司秘書或彼等各自任何最終實益擁有人、董事、高級職員、代理、顧問及聯繫人以及參與要約的任何其他人士就本要約的任何稅項或徵費獲得全面彌償及毋須承擔任何責任。閣下接納要約即構成閣下向要約人、新百利融資有限公司及本公司聲明及保證。閣下已遵守所有適用法律及法規以及根據所有適用法律及法規獲准許接收及接納要約，而閣下已取得一切所需的政府、外匯管制或其他同意，遵守一切必要的手續及監管或法律規定，並就有關接納繳納閣下於任何地區應付的所有發行費、轉讓費或其他稅項或徵費或其他所需款項，而有關接納將根據一切適用法律及法規屬有效及具約束力。本接納表格應與隨附的綜合文件一併閱讀。

本接納表格的填寫方法

要約為無條件。股東於填寫本接納表格前，務請閱讀綜合文件。為接納新百利融資有限公司為及代表要約人就按每股要約股份0.400港元的現金價格收購閣下的股份所作出之要約。閣下應填妥及簽署本接納表格並將整份表格連同閣下擬接納要約所涉及股份數目的相關股票及/或過戶收據及/或其他所有權文件(及/或就此所需令人信納的任何彌償保證)不遲於二零二四年十一月二十七日下午四時正(香港時間)(或要約人可能釐定及要約人與本公司可能根據收購守則聯合公佈的較後時間及/或日期)郵寄或由專人送交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號舖，信封面須註明「冠中地產有限公司一要約」)。綜合文件附錄一所載條文納入本接納表格並構成其中一部分。

要約的接納表格

致：要約人、新百利融資有限公司及過戶登記處

1. 本人/吾等一經簽立本接納表格(不論該表格是否已註明日期)，本人/吾等的繼承人及受讓人將受此約束，並將構成：

- 本人/吾等不可撤回地就本接納表格上所註明數目的股份，按綜合文件及本接納表格所述代價並受限於有關條款及條件，接納綜合文件所載由新百利融資有限公司為及代表要約人作出的要約；倘並無填上數目或所填數目大於或小於就接納要約所交回股份之股票及/或過戶收據及/或其他所有權文件(及/或就此所需令人信納的任何彌償保證)所代表數目，則本接納表格將退回予本人/吾等，以供更正及重新遞交。任何經更正之接納表格必須於接納要約之最後時間或之前重新遞交並送達過戶登記處；
- 本人/吾等不可撤回地指示及授權要約人及/或新百利融資有限公司或彼等各自的代理人，各自代表本人/吾等交付隨附經本人/吾等正式簽署的過戶收據及/或其他所有權文件(如有)(及/或就此所需令人信納的彌償保證)，憑此向本公司或過戶登記處領取本人/吾等就股份應獲發的股票，並將有關股票送達過戶登記處，以及授權及指示過戶登記處按照要約的條款及條件持有該等股票，猶如該等股票已連同本接納表格一併送達過戶登記處；
- 本人/吾等不可撤回地指示及授權要約人及/或新百利融資有限公司或彼等各自的代理人，各自就本人/吾等根據要約條款應得的現金代價(扣除本人/吾等就本人/吾等接納要約應付的賣方從價印花稅)，以「不得轉讓—只准入抬頭人賬戶」方式向本人/吾等開出劃線支票，然後於過戶登記處接獲所有相關文件致使接納要約屬完整及有效之日後七個營業日內，按以下地址以平郵方式寄予以下人士，或倘並無於下欄填上姓名及地址，則按本公司股東名冊所示登記地址寄予本人或吾等當中排名首位者(如屬聯名登記股東)，郵誤風險概由本人/吾等承擔；
(附註：倘收取支票的人士並非登記股東或排名首位的聯名登記股東，則請在本欄填上該名人士的姓名及地址。)

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要約人及/或新百利融資有限公司及/或過戶登記處及/或彼等任何一方可能就此指派的一名或多名人士，各自代表本人/吾等準備及簽立香港法例第117章印花稅條例規定本人/吾等作為根據要約將予出售股份的賣方須備及簽立的成交單據，並按照該條例的條文安排該單據加蓋印花及安排在本接納表格背書證明；
 - 本人/吾等不可撤回地指示及授權要約人及/或新百利融資有限公司及/或彼等任何一方可能指派的一名或多名人士，各自代表本人/吾等填妥及簽立任何有關本人/吾等接納要約的文件，並採取任何其他可能必要或適宜的行動，以便將本人/吾等交回以接納要約的股份歸屬予要約人及/或其可能指派的一名或多名人士；
 - 本人/吾等承諾於必需或合宜時簽署有關進一步文件及以進一步保證之形式作出有關該等行動及事項，以將本人/吾等根據要約提呈接納之股份轉讓予要約人或其可能指定的一名或多名人士，且不附帶一切留置權、押記、產權負擔、優先購買權及具任何性質之任何其他第三方權利，並連同該等股份所產生或附帶的所有權利，包括但不限於收取截止日期或之後建議、宣派、作出或派付的股息及其他分派(如有)之權利；
 - 本人/吾等同意，要約及對要約之所有接納受且將受香港法例規管及據此詮釋，且香港法院將擁有專屬司法管轄權解決就要約可能產生的任何爭議；及
 - 本人/吾等同意追認要約人及/或新百利融資有限公司及/或本公司或彼等各自的代理人或彼等任何一方可能指派的一名或多名人士於行使本表格所載任何權利時可能作出或進行的各種行動或事宜。
2. 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、新百利融資有限公司及本公司聲明及保證，(i)本人/吾等所持根據要約將予收購的股份，於出售時概不附帶任何性質的一切留置權、押記、選擇權、申索權、衡平權、不利權益、第三方權利或產權負擔，並連同其應計或附帶的一切權利，包括收取於作出要約日期(即綜合文件日期)或之後所宣派、作出或派付的股息及其他分派(如有)的權利；及(ii)本人/吾等並無或遺漏採取任何行動而將或可能導致要約人、其實益擁有人及與彼等任何一方一致行動的人士、本公司、新百利融資有限公司或任何其他人士就要約或本人/吾等接納要約而違反任何地區的法律或監管規定，且本人/吾等根據所有適用法律及法規獲准許接收及接納要約，以及有關接納根據所有適用法律及法規屬有效及具約束力。
3. 倘本人/吾等的接納按照要約條款屬無效，則上文第1段所載所有指示、授權及承諾將告終止，在此情況下，本人/吾等授權並懇請閣下將本人/吾等的股票及/或過戶收據及/或其他所有權文件(及/或就此所需令人信納的彌償保證)連同已正式失效的本接納表格以平郵方式一併交回本人/吾等，寄予上文第1(c)段所列人士及地址，或倘並無填上姓名及地址，則按本公司股東名冊所示登記地址寄予本人或吾等當中排名首位者(如屬聯名登記股東)，郵誤風險概由本人/吾等承擔。

附註：倘閣下於接納要約時提交過戶收據，而要約人及/或新百利融資有限公司或彼等各自的任何代理人在此期間代表閣下從本公司或過戶登記處領取有關股票，則發還予閣下者將為有關股票而非過戶收據。

- 本人/吾等附上本人/吾等持有的全部/部分股份的相關股票及/或過戶收據及/或其他所有權文件(及/或就此所需令人信納的任何彌償保證)，將由閣下按要約的條款及條件持有。
- 本人/吾等向要約人、新百利融資有限公司及本公司保證及聲明，本人/吾等為本接納表格所列股份數目的登記股東，而本人/吾等擁有十足權利、權力及授權以接納要約的方式，向要約人出售及移交本人/吾等股份的所有權及擁有權。
- 本人/吾等向要約人、新百利融資有限公司及本公司保證及聲明，本人/吾等已遵守本公司股東名冊所示本人/吾等地址所在地的所有適用法律及法規，以及根據所有適用法律及法規獲准許接納要約；而本人/吾等已取得一切所需的政府、外匯管制或其他同意，遵守所有必要的手續及監管或法律規定辦理一切必要的登記或存檔手續；且本人/吾等已繳納本人/吾等就該接納應付的所有發行費、轉讓費或其他稅項或徵費或其他所需款項；而有關接納將根據一切適用法律及法規屬有效及具約束力。
- 本人/吾等向要約人、新百利融資有限公司及本公司保證，本人/吾等將就繳納在本公司股東名冊所示本人/吾等地址所在司法權區有關本人/吾等接納要約的任何轉讓費或其他稅項及徵費負責。
- 本人/吾等知悉，除綜合文件及本接納表格明文規定者外，據此作出的所有接納、指示、授權及承諾均不可撤回。
- 本人/吾等知悉，本人/吾等以接納要約的方式售予要約人的股份將以要約人或其他代名人的名義登記。
- 本人/吾等明白，概不就獲任何接納表格、股票及/或過戶收據及/或其他所有權文件(及/或就此所需令人信納的任何彌償保證)發出收據。本人/吾等亦明白所有文件將以平郵方式寄出，郵誤風險概由本人/吾等自行承擔。
- 本人/吾等向要約人、本公司及新百利融資有限公司不可撤回地承諾、聲明、保證及同意並與彼等協定(以約束本人/吾等之繼承人及受讓人)，就根據要約接納或被視為已接納而其接納並未被有效撤回及並無以要約人或其可能指定人士之名義登記之股份：
 - 本人/吾等授權本公司及/或其代理將可能須向本人/吾等(作為本公司股東)寄發之任何通告、通函、憑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獲認可形式而發出之其他所有權文件)送交過戶登記處(地址為香港灣仔皇后大道東183號合和中心17樓1712至1716號舖)以轉交要約人；
 - 不可撤回地授權要約人或其代理代表本人/吾等簽署任何同意書以縮短本公司任何股東大會通知期及/或出席及/或簽立有關股份相關代表委任表格，以委任要約人提名之任何人士出席有關股東大會(或其任何續會)，以及代表本人/吾等行使有關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/吾等同意，未經要約人同意，不會行使任何有關權利，以及本人/吾等不可撤回地承諾不會就有關股東大會委任代表，或出席任何有關股東大會，及在上文所規限下，如本人/吾等以往已就本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)或出席有關股東大會或於有關股東大會投票，則本人/吾等謹此聲明撤回有關委任。

為免生疑問，香港中央結算有限公司或香港中央結算(代理人)有限公司將概不作出或受限於任何上述聲明或保證。

PERSONAL DATA

Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of the Offeror, Somerley Capital Limited, the Company and the 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

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. It is important that you inform the Offeror, Somerley Capital Limited, the Company and/or the Registrar immediately of any inaccuracies in the data supplied.

2. Purposes

The personal data which you provide on this Form of Acceptance 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 of Acceptance and the Composite Document;
- registering transfers of the Share(s) out of your name(s);
- maintaining or updating the relevant register of members of the Share(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror, the Company and/or their respective agents, officers and advisers, and the 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, Somerley Capital Limited, the Company and/or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror, Somerley Capital Limited, the Company and/or the Registrar to discharge their obligations to the Shareholders and/or regulators 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 Acceptance will be kept confidential but the Offeror and/or Somerley Capital Limited and/or the Company 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, Somerley Capital Limited, the Company, any of their agents and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or Somerley Capital Limited and/or the Company and/or the 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 institution in securities; and
- any other persons or institutions whom the Offeror and/or Somerley Capital Limited and/or the Company and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

4. Retention of Personal Data

The Offeror, Somerley Capital Limited, the Company and the Registrar will keep the personal data provided in this form for as long as necessary to fulfil the purposes for which the personal data were collected. Personal data which is no longer required will be destroyed or dealt with in accordance with the Ordinance.

5. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror and/or Somerley Capital Limited and/or the Company 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 Ordinance, the Offeror and/or Somerley Capital Limited and/or the Company and/or the Registrar 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, Somerley Capital Limited, the Company or the Registrar (as the case may be).

BY SIGNING THIS FORM OF 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要約人、新百利融資有限公司、本公司及過戶登記處以及有關個人資料及香港法例第486章個人資料(私隱)條例(「條例」)之政策及慣例。

1. 收集閣下個人資料之原因

為就閣下之股份接納要約，閣下須提供所需個人資料，倘閣下未能提供所需資料，則可能導致閣下之接納申請被拒或受到延誤。這亦可能妨礙或延遲向閣下寄發根據要約應得之代價。倘閣下提供之資料有任何不準確之處，閣下務必立刻通知要約人、新百利融資有限公司、本公司及/或過戶登記處。

2. 用途

閣下於本接納表格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循本接納表格及綜合文件載列之條款及申請手續；
- 登記閣下名義下之股份轉讓；
- 保存或更新有關股東名冊；
- 進行或協助進行簽名核實，以及進行任何其他資料核實或交換；
- 發佈要約人、本公司及/或彼等各自代理人、高級職員及顧問以及過戶登記處之通訊；
- 編製統計資料及股東資料；
- 確立股東之獲益權利；
- 披露有關資料以方便進行權利申索；
- 按法例、規則或規例規定(無論屬法定或其他規定)作出披露；
- 有關要約人、新百利融資有限公司、本公司及/或過戶登記處業務之任何其他用途；及
- 有關上文任何其他附帶或關連用途及/或令要約人、新百利融資有限公司、本公司及/或過戶登記處得以履行彼等對股東及/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

本接納表格提供之個人資料將會保密，惟要約人及/或新百利融資有限公司及/或本公司及/或過戶登記處為達致上述或有關任何上述用途，可能作出彼等認為必須之查詢，以確認個人資料之準確性，尤其是彼等可能向或自下列任何及所有人士及實體披露、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：

- 要約人、新百利融資有限公司、本公司、其任何代理人及過戶登記處；
- 為要約人及/或新百利融資有限公司及/或本公司及/或過戶登記處之業務經營而向彼等提供行政、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，例如閣下之銀行、律師、會計師或持牌證券交易商或註冊證券機構；及
- 要約人及/或新百利融資有限公司及/或本公司及/或過戶登記處於有關情況下認為必需或適當之任何其他人士或機構。

4. 保留個人資料

要約人、新百利融資有限公司、本公司及過戶登記處將按收集個人資料所需用途保留本表格所收集之個人資料。無需保留之個人資料將會根據條例銷毀或處理。

5. 存取及更正個人資料

條例規定，閣下有權確認要約人及/或新百利融資有限公司及/或本公司及/或過戶登記處是否持有閣下之個人資料，獲取該資料副本，以及更正任何錯誤資料。依據條例，要約人及/或新百利融資有限公司及/或本公司及/或過戶登記處有權就處理任何資料要求收取合理手續費。獲取資料或更正資料或獲取有關政策及慣例及所持資料類別之資料之所有請求，須提交予要約人、新百利融資有限公司、本公司或過戶登記處(視情況而定)。

閣下簽署本接納表格即表示同意上述所有條款。