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Unless the context otherwise requires, terms used in this form shall bear the same meanings as those defined in the exit offer letter dated 18 June 2014 (the “Exit Offer Letter”) issued by CITIC Securities Corporate Finance (HK) Limited (“CITIC Securities”) and CLSA Singapore Pte Ltd (“CLSA Singapore”) for and on behalf of Pioneer Top Holdings Limited.

除非文義另有所指，否則本表格所用詞彙與由中信証券融資(香港)有限公司(「中信証券」)及里昂證券新加坡私人有限公司(「里昂證券新加坡」)代表Pioneer Top Holdings Limited發佈、日期為二零一四年六月十八日的退市要約函件(「退市要約函件」)所界定者具有相同涵義。

FORM OF ACCEPTANCE AND TRANSFER FOR OFFER SHARES HELD BY HK BRANCH REGISTERED SHAREHOLDERS (the “HK FAT”) FOR USE IF YOU WANT TO ACCEPT THE EXIT OFFER.

香港股東名冊登記股東所持要約股份接納及過戶表格(「香港接納及過戶表格」)在 閣下欲接納退市要約時適用。

CHINA XLX FERTILISER LTD. 中國心連心化肥有限公司*

Incorporated in Singapore on 17 July 2006

二零零六年七月十七日於新加坡註冊成立

Company Registration No. 200610384G

公司註冊號碼：200610384G

(Hong Kong Stock Code: 1866)

(香港股份代號：1866)

(Singapore Stock Code: B9R)

(新加坡股份代號：B9R)

* For identification purpose only

* 僅供識別

FORM OF ACCEPTANCE AND TRANSFER FOR OFFER SHARES

要約股份接納及過戶表格

All parts should be completed

所有部分均須填寫

Branch Share Registrar and Transfer Office in Hong Kong: Tricor Investor Services Limited

Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong

香港股份過戶登記分處：卓佳證券登記有限公司

地址為香港皇后大道東183號合和中心22樓

FOR THE CONSIDERATION stated below, the “Transferor(s)” named below hereby transfer(s) to the “Transferee” named below the ordinary shares of China XLX Fertiliser Ltd. (the “Shares”) each held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the Exit Offer Letter.

下述「轉讓人」謹此按下列代價，根據本表格及退市要約函件所載條款及條件，向下述「承讓人」轉讓下文所註明轉讓人所持每股中國心連心化肥有限公司普通股(「股份」)。

Number of Share(s) to be transferred (Note 1) 將予轉讓的股份數目(附註1)	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	
	Address(es) or Registered Address(es) 地址或登記地址	
	Telephone Number 電話號碼	
CONSIDERATION 代價	SS0.40 in cash for each Share (to be paid in Hong Kong dollar at the prevailing exchange rate prior to the date of payment) ^(Note 2) 每股股份現金0.40新加坡元(將按付款日期前的適用匯率以港元支付) ^(附註2)	
TRANSFEE 承讓人	Name: 名稱: Correspondence Address: 通訊地址: Occupation: 職業: Pioneer Top Holdings Limited Pioneer Top Holdings Limited c/o Tricor Investor Services Limited, Level 22, Hopewell Centre, 83 Queen's Road East, Hong Kong 由卓佳證券登記有限公司代收, 香港皇后大道東183號合和中心22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:

ALL JOINT
HOLDERS MUST
SIGN HERE



所有聯名
持有人

均須於本欄簽署

Signature(s) of Transferor(s)/company chop, if applicable

轉讓人簽署/公司印鑑(如適用)

Date of execution of this HK FAT

簽立本香港接納及過戶表格的日期

Do not complete 請勿填寫本欄

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

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:

Date of Transfer 轉讓日期

For and on behalf of

代表

Pioneer Top Holdings Limited

Signature of Transferee or its duly authorised agent(s)

承讓人或其正式授權代理人簽署

Note:

(1) Insert the total number of Shares for which the Exit Offer is accepted. If no number is inserted or a number in excess of your registered holding of Shares is inserted, you will be deemed to have accepted the Exit Offer in respect of your entire registered holding of Shares.

(2) The actual amount of the Exit Offer Price in respect of each Share will be reduced by the amount per Share of the 2013 Final Dividend as described in Section 2.2 of the Exit Offer Letter.

附註:

(1) 請填上接納退市要約的股份總數。倘並無填上數目或所填數目超過 閣下所持有登記股份數目, 則 閣下將被視為已就 閣下所持有全部登記股份接納退市要約。

(2) 就每股股份的退市要約價實際金額將如退市要約函件第2.2節所述按二零一三年末期股息的每股金額予以減少。

THIS FORM IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in doubt as to any aspect of this form or as to the action to be taken, you should consult your licensed securities dealer or registered institution in securities, bank manager, solicitor, accountant or other professional adviser immediately. If you have sold or transferred all your Share(s), you should at once hand this form and the Exit Offer Letter 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 Exit Offer to the Overseas Shareholder(s) may be prohibited or affected by the laws of the relevant jurisdictions in which they are resident. If you are an Overseas Shareholder, you should obtain appropriate legal advice regarding the implications of the Exit 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 Exit Offer to satisfy yourself as to the full observance of the laws and regulations of all relevant jurisdictions in connection with the acceptance of the Exit Offer, 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 other necessary formalities, regulatory and/or legal requirements and the payment of any transfer or other taxes. The Offeror, the Company, their respective ultimate beneficial owners and parties acting in concert with the Offeror, CITIC Securities and CLSA Singapore (the "Joint Financial Advisers"), Tricor Barbinder Share Registration Services (the "Principal Share Registrar in Singapore") and Tricor Investor Services Limited (the "Branch Share Registrar and Transfer Office in Hong Kong") or any of their respective directors, officers, advisers, associates, agents or any persons involved in the Exit Offer shall be entitled to be fully indemnified and held harmless by you for any taxes, imposts, duties or other payments as the Offeror, the Joint Financial Advisers, CDP, the Principal Share Registrar in Singapore, the Branch Share Registrar and Transfer Office in Hong Kong and/or any person acting on its behalf may be required to pay. Acceptance of the Exit 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 Exit 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 Exit Offer, including your legal and tax position where applicable.

HOW TO COMPLETE THIS FORM

HK Branch Registered Shareholders are advised to read this form in conjunction with the Exit Offer Letter before completing this form. The provisions of Appendix 3 to the Exit Offer Letter are incorporated into and form part of this HK FAT.

To accept the Exit Offer made by CITIC Securities and CLSA Singapore on behalf of the Offeror to acquire your Shares at a cash price **S\$0.40* 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 tender under the Exit Offer, by hand, to **Pioneer Top Holdings Limited c/o Tricor Investor Services Limited, Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong**; or by post, in the enclosed pre-addressed envelope at your own risk, to **Pioneer Top Holdings Limited c/o Tricor Investor Services Limited, Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong**, in either case so as to arrive **NOT LATER THAN 4.00 P.M. (HONG KONG AND SINGAPORE TIME) ON THE CLOSING DATE, 4 AUGUST 2014**. The Offeror does not intend to extend the Exit Offer beyond 4.00 p.m. (Hong Kong and Singapore Time) on the Closing Date.

FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE EXIT OFFER

The acceptance of the Exit Offer at the Exit Offer Price*, by way of execution of this form, is conditional upon the Condition being fulfilled on or before the Long-Stop Date. Note that if the Delisting Resolution is not passed at the EGM, the Condition will not be fulfilled and Delisting will not proceed, the Exit Offer will lapse and the Offeror will cease to be bound by any acceptances of the Exit Offer. The Offer Shares in respect of which acceptances have been received from you shall be returned to you in accordance with the procedures set out in the Exit Offer Letter.

To: The Offeror, CITIC Securities and CLSA Singapore

1. My/Our execution of this form overleaf (which shall be duly completed pursuant to Appendix 3 to the Exit Offer Letter, and whether or not it is dated) shall be binding on my/our successors and assignees, and shall constitute:
 - (a) my/our irrevocable acceptance of the Exit Offer made by CITIC Securities and CLSA Singapore on behalf of the Offeror, as contained in the Exit Offer Letter, for the consideration and subject to the terms and conditions therein and herein mentioned, in respect of the number of Shares specified in this HK FAT or if no such number is specified, or a number in excess of my/our registered holding of Shares is inserted, in respect of my/our entire holding of Shares;
 - (b) my/our irrevocable instruction and authority to each of the Offeror and/or CITIC Securities and CLSA Singapore and/or any of their respective agent(s) to collect from the Company or the Branch Share Registrar and Transfer Office in Hong Kong 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 Branch Share Registrar and Transfer Office in Hong Kong and to authorise and instruct the Branch Share Registrar and Transfer Office in Hong Kong to hold such Share Certificate(s), subject to the terms and conditions of the Exit Offer, as if it was/were Share Certificate(s) delivered to the Branch Share Registrar and Transfer Office in Hong Kong together with this form;
 - (c) my/our irrevocable instruction and authority to each of the Offeror and/or CITIC Securities and CLSA Singapore 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 Exit Offer (less seller's ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Exit 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 HK Branch Registered Shareholders) at the registered address shown in the register of members of the Company as soon as possible but in any event within the earlier of seven (7) Business Days and ten (10) calendar days of the date on which (i) a complete and valid acceptance in respect of the Exit Offer is received; or (ii) the Exit Offer becomes unconditional;

(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 HK Branch Registered Shareholders.)

Name: (in block letters)

Address: (in block letters)

- (d) my/our irrevocable instruction and authority to each of the Offeror and/or CITIC Securities and CLSA Singapore 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 Exit 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 CITIC Securities and CLSA Singapore 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 Exit 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 Exit Offer including, but not limited to the insertion of a date in this form where the form is undated;
 - (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) (together with all rights accruing or attaching to them as at the date of the Joint Offer Announcement or subsequently being attached to them, including, without limitation, the rights to receive all future dividends and other distributions, declared, made or paid, if any, by the Company on or after the date of Joint Offer Announcement) tendered for acceptance under the Exit Offer to the Offeror or such person or persons as it may direct free from all Encumbrances;
 - (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or CITIC Securities and CLSA Singapore 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;
 - (h) my/our appointment of the Offeror and/or CITIC Securities and CLSA Singapore 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 Exit Offer becomes unconditional in all respects in accordance with its terms and thereafter be irrevocable; and
 - (i) my/our agreement that the Exit Offer is, and all acceptances of the Exit 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 Exit Offer.
2. I/We understand that acceptance of the Exit Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror and CITIC Securities and CLSA Singapore that (i) the Shares held by me/us to be acquired under the Exit Offer (together with all rights accruing or attaching to them as at the date of the Joint Offer Announcement or subsequently being attached to them, including, without limitation, the rights to receive all dividends and other distributions, declared, made or paid, if any, by the Company on or after the Joint Offer Announcement Date) are sold free from all Encumbrances; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror, CITIC Securities and CLSA Singapore, the Company or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Exit Offer or his/her acceptance thereof, and I/we am/are permitted under all applicable laws and regulations to receive and accept the Exit Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws and regulations.
 3. I/We acknowledge that, due to the payment of the 2013 Final Dividend in the period between the Joint Offer Announcement Date and the Offer Settlement Date, for every Offer Share tendered in acceptance of the Exit Offer I/we will receive an amount equal to the Hong Kong dollar amount of the Exit Offer Price (calculated using such exchange rate of Hong Kong dollars for the Exit Offer Price at the time of payment as may be available to and confirmed by the Offeror's processing agent for the Exit Offer in Hong Kong as the prevailing exchange rate) less HK\$0.0774 (being the actual Hong Kong dollar amount per share of the 2013 Final Dividend).
 4. I/We hereby warrant and represent to you 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 Exit Offer.
 5. In the event that my/our acceptance is treated as invalid in accordance with the terms of the Exit 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 HK Branch 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 CITIC Securities and CLSA Singapore and/or any of their respective agent(s) from the Company or the Hong Kong Branch Share Registrar on your behalf upon your acceptance of the Exit Offer, you will be returned such Share Certificate(s) in lieu of the transfer receipt(s).
6. I/We warrant to you and the Company that I/we have satisfied the laws of all relevant jurisdictions in connection with my/our receipt and acceptance of the Exit 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.
 7. I/We warrant to you and the Company that I/we shall be fully responsible for payment of any transfer or other taxes and duties payable in any relevant jurisdiction in connection with my/our acceptance of the Exit Offer.
 8. 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 Exit Offer. I/We understand that no acknowledgement of receipt of this form, 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.
 9. I/We acknowledge that my/our Share(s) sold to the Offeror by way of acceptance of the Exit Offer will be registered under the name of the Offeror or its nominee.
 10. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror, CITIC Securities and CLSA Singapore 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 Exit 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:
 - (a) to give 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 Branch Share Registrar and Transfer Office in Hong Kong at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong;
 - (b) to appoint and authorise the Offeror or its agents as my/our true and lawful attorney 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/or to sign any documents required from time to time arising in relation to this clause; and
 - (c) to give 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, or to attend any, such general meeting and subject as aforesaid, to the extent I/we will appoint or 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.
 11. I/We acknowledge that, save as expressly provided in the Exit Offer Letter and this form, all the acceptance, instructions, authorisation and undertakings hereby given shall be irrevocable and unconditional.

* The actual amount of the Exit Offer Price in respect of each Offer Share will be reduced by the amount per Share of the 2013 Final Dividend as described in section 2.2 of the Exit Offer Letter.

本表格乃重要文件，請即處理。如閣下對本表格任何方面或應採取的行動有任何疑問，應即時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、會計師或其他專業顧問。

閣下如已售出或轉讓名下所有股份，應立即將本表格連同退市要約函件交予買方或承讓人或經手買賣或轉讓的持牌證券交易商或註冊證券機構或其他代理商，以便轉交買方或承讓人。

向海外股東提出退市要約或會受彼等居駐的相關司法權區法律禁止或影響。倘閣下為海外股東，閣下應就有關退市要約於相關司法權區的影響徵詢適當法律意見或瞭解及遵守任何適用法律或監管規定。倘閣下欲接納退市要約，則閣下本身有責任就接納退市要約全面遵守所有相關司法權區的法律及規則，包括但不限於取得任何可能必須的政府、外匯管制或其他同意及任何登記或存檔，並遵守一切其他必要手續、監管及/或法律規定，以及支付任何轉讓稅或其他税金。收購方、本公司、彼等各自的最終實益擁有人及與收購方一致行動人士、中信證券及里昂證券新加坡（「**聯席財務顧問**」）、Tricor Barbinder Share Registration Services（「**新加坡股份過戶登記總處**」）及卓佳證券登記有限公司（「**香港股份過戶登記分處**」）或彼等各自的任何董事、高級人員、顧問、聯繫人、代理或參與退市要約的任何人士均有權獲全面彌償保證及毋須就收購方、聯席財務顧問、CDP、新加坡股份過戶登記總處、香港股份過戶登記分處及/或代其行事的任何人士可能須支付的任何稅項、徵稅、關稅及其他款項承擔任何責任。閣下一旦接納退市要約，將被視作閣下作出保證，表示閣下根據所有適用法律及法規獲准收取及接納退市要約（包括任何有關修訂），而該接納根據所有適用法律及法規為有效及具約束力。建議閣下就決定是否接納退市要約（包括閣下的法律及稅務狀況（倘適用））諮詢專業意見。

本表格填寫方法

香港股東名冊登記股東務請於填寫本表格前閱讀本表格及退市要約函件。退市要約函件附錄三的條文已經收錄在本香港接納及過戶表格內，並構成其中部分。

如欲接納中信證券及里昂證券新加坡代表收購方所提出以現金價格每股股份**0.40*新加坡元收購**閣下所持股份的退市要約，閣下應填妥及簽署本表格的背頁，並於**結束日期二零一四年八月四日下午四時正或之前（香港及新加坡時間）**，將本表格連同不少於閣下有意根據退市要約所交付有關數目股份的相關股票（「**股票**」）及/或過戶收據及/或任何其他所有權文件（及/或就此所需任何符合要求的一項或多項彌償保證），親身送交**卓佳證券登記有限公司（地址為香港皇后大道東183號合和中心22樓）**以轉交**Pioneer Top Holdings Limited**或使用附帶的回郵信封以郵寄方式（郵誤風險概由閣下自行承擔）送交卓佳證券登記有限公司（地址為香港皇后大道東183號合和中心22樓）以轉交Pioneer Top Holdings Limited。收購方無意延遲退市要約至結束日期下午四時正之後（香港及新加坡時間）。

退市要約的接納及過戶表格

簽立本表格以接納退市要約及退市要約價*須待有關條件於截止日期或之前獲達成方可作實。謹請注意，倘除牌決議案未能於股東特別大會上獲得通過，則有關條件未獲達成，除牌亦不會進行，而退市要約將告失效，收購方將不再受任何接納退市要約的事宜約束。自閣下所收取的要約股份將根據退市要約函件所載程序退還予閣下。

致：收購方、中信證券及里昂證券新加坡

- 本人/吾等一經簽署本表格的背頁（表格須根據退市要約函件附錄三填妥，而不論有否註明日期），本人/吾等的承繼人及受讓人將受此約束，並表示：
 - 本人/吾等就本香港接納及過戶表格上所註明數目的股份，按退市要約函件所載代價及受限於退市要約函件及本表格所述條款及條件，不可撤回地接納由中信證券及里昂證券新加坡代表收購方提出的退市要約，如本表格未有填寫數目或填上之數目超過本人/吾等登記持有的數目，則接納收購本人/吾等名下登記持有之全部股份；
 - 本人/吾等不可撤回地指示及授權各收購方及/或中信證券及里昂證券新加坡及/或任何彼等各自的代理，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/或任何其他所有權文件（如有）（及/或就此所需任何符合要求的一項或多項彌償保證），憑此向本公司或香港股份過戶登記分處領取本人/吾等就股份應獲發的股票，並將有關股票送交香港股份過戶登記分處，且授權及指示香港股份過戶登記分處根據退市要約的條款及條件持有該等股票，猶如該等股票已連同本表格一併交回香港股份過戶登記分處；
 - 本人/吾等不可撤回地指示及授權各收購方及/或中信證券及里昂證券新加坡及/或任何彼等各自的代理，就本人/吾等根據退市要約的條款應得的現金代價（減本人/吾等就有關接納退市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，盡快及無論如何須於(i)接獲有關退市要約的完整及有效接納；或(ii)退市要約成為無條件當日起計七(7)個營業日及十(10)個曆日內（以較早者為準），以平郵方式按以下地址寄予以下人士（或如無填上姓名及地址，則按本公司股東名冊所示登記地址，寄予本人或吾等當當中名列首位者（如屬聯名登記的香港股東名冊登記股東），郵誤風險概由本人/吾等自行承擔）；

（附註：如收取支票的人士並非登記股東或名列首位的聯名登記的香港股東名冊登記股東，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收購方及/或中信證券及里昂證券新加坡及/或任何其他可能就此指定的人士，代表本人/吾等以根據退市要約以出售本人/吾等所持持有股份的賣方身份，訂立及簽立香港法例第117章《印花稅條例》第19(1)條所規定的成交單據，並按該條例的規定繳付印花稅及安排在本表格背書證明；
 - 本人/吾等不可撤回地指示及授權各收購方及/或中信證券及里昂證券新加坡及/或任何其他可能指定的人士，代表本人/吾等填妥及簽立與本人/吾等接納退市要約有關的任何文件，以及採取任何其他必須或適當的行動，以使本人/吾等就接納退市要約所交付股份歸屬於收購方或其可能指定的人士所有，包括但不限於在並無註明日期的本表格加上日期；
 - 本人/吾等承諾於必需或適當時簽立相關其他文件及採取相關行動及事宜，以確保就接納要約所交付本人/吾等的股份（連同於聯合要約公佈日期其應有或附帶或其後所附帶的一切權利，包括但不限於收取本公司於聯合要約公佈日期或之後所宣派、支付或作出的一切未來股息及其他分派（如有）之權利）轉讓予收購方或其可能指定的人士，當中概不附帶任何產權負擔；
 - 本人/吾等同意追認收購方及/或中信證券及里昂證券新加坡及/或任何彼等各自的代理或其可能指定的人士，行使本表格所載任何授權時所作出或進行的任何行動或事宜；
 - 本人/吾等委任收購方及/或中信證券及里昂證券新加坡為本人/吾等就本表格有關的全部股份的委任代理人，該授權書於退市要約根據其條款在各方面成為無條件的日期及時間起生效，並隨後不得撤回；及
 - 本人/吾等同意退市要約及所有退市要約的接納將受香港法院監管，並按其詮釋，而香港法院對因退市要約可能產生的任何爭議具有獨家司法管轄權。
- 本人/吾等明白本人/吾等接納退市要約，將被視為表示本人/吾等向收購方以及中信證券及里昂證券新加坡保證(i)出售根據退市要約將予收購的本人/吾等所持股份（連同該等股份於聯合要約公佈日期所應有或所附帶或其後所附帶的一切權利，包括但不限於收取本公司於聯合要約公佈日期或之後所宣派、作出或支付的一切未來股息及其他分派（如有）之權利），當中概不附有任何產權負擔；及(ii)本人/吾等並無採取或忽略任何行動而將引致或可能引致收購方、中信證券、里昂證券新加坡、本公司或任何其他人士違反任何地區與退市要約或本人/吾等接納退市要約有關的法律或監管規定，且本人/吾等根據所有適用法律及法規獲准收取及接納退市要約（及其任何修訂），而根據所有適用法律及法規，該接納為有效及具約束力。

- 本人/吾等理解，基於自聯合要約公佈日期至要約交割日期期間內派付二零一三年末期股息，就因接納退市要約而交付的每股要約股份而言，本人/吾等將收取相等於退市要約價港元金額（乃採用收購方就退市要約於香港的處理代理於派付有關股息之時所可能得悉及確認的退市要約價港元匯率作為通用匯率計算）減0.0774港元（即二零一三年末期股息的實際每股港元金額）的金額。

- 本人/吾等謹此向閣下保證及聲明，本人/吾等為本表格所列明股份的登記持有人，而本人/吾等擁有全部權利、權力及權限，藉接納退市要約的方式向收購方出售及轉讓本人/吾等所持股份的所有權及擁有權。

- 倘根據退市要約的條款，本人/吾等的接納被視作無效，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/吾等授權並要求閣下或其中任何一方將本人/吾等的股票及/或過戶收據及/或任何其他所有權文件（及/或就此所需任何符合要求的一項或多項彌償保證），連同已正式註銷的本表格一併寄回上述1(c)段所指人士及地址或，如並無填寫姓名及地址，則按本公司股東名冊所示登記地址以平郵方式寄回本人或（如屬聯名登記的香港股東名冊登記股東）吾等當當中名列首位者，郵誤風險概由本人/吾等自行承擔。

附註：倘閣下已寄發一份或以上過戶收據，且同時於閣下接納退市要約後，收購方及/或中信證券及里昂證券新加坡及/或任何彼等各自的代理代表閣下，自本公司或香港股份過戶登記分處領取有關股票，則閣下將獲退回股票而非過戶收據。

- 本人/吾等向閣下及本公司保證，本人/吾等符合所有相關司法權區內有關本人/吾等接收及接納退市要約的法律規定，包括取得任何可能必須的政府、外匯管制或其他同意及辦理任何註冊或存檔以及遵守所有必要的正式手續、監管及/或法律規定。
- 本人/吾等向閣下及本公司保證，本人/吾等將全面負責支付任何相關司法權區就本人/吾等接納退市要約應付的轉讓稅或其他税金及徵費。
- 本人/吾等茲附上本人/吾等所持全部/部分股份的有關股票及/或過戶收據及/或任何其他所有權文件（及/或就此所需任何符合要求的一項或多項彌償保證），由閣下根據退市要約的條款及條件予以保存。本人/吾等明白將不會就本表格、股票及/或過戶收據及/或任何其他所有權文件（及/或就此所需任何符合要求的一項或多項彌償保證）獲發收據。本人/吾等亦明白所有文件均將以平郵方式寄發，郵誤風險概由本人/吾等自行承擔。

- 本人/吾等理解，透過接納退市要約向收購方出售的本人/吾等所持股份，將以收購方或其代名人的名義登記。

- 本人/吾等就已接納或被視為已接納退市要約所涉及股份，而有關接納並未被有效撤回且並無按收購方或其可能指示者的名義登記，向收購方、中信證券、里昂證券新加坡及本公司不可撤回地承諾、聲明、保證及同意（藉以約束本人/吾等的繼承人或承讓人）：
 - 本人/吾等授權本公司及/或其代理將須向本人/吾等（作為本公司股東）寄發的任何通告、通知、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的其他所有權文件），寄往香港股份過戶登記分處，地址為香港皇后大道東183號合和中心22樓，以轉交收購方；
 - 本人/吾等委任及授權收購方或其代理為本人/吾等真正及合法受權人，並可代表本人/吾等簽署任何同意書，同意縮短本公司任何股東大會通知期及/或出席及/或簽立該等股份的代表委任表格，以委任收購方提名的任何人士出席相關股東大會（或其任何續會），以及代表本人/吾等行使該等股份附帶的投票權，而投票將以收購方全權酌情決定的方式作出，及/或簽立任何因本條而不時所需的文件；及
 - 本人/吾等協定，在未取得收購方同意的情況下不會行使任何相關權利，且本人/吾等不可撤回地承諾不會就任何股東大會委任代表，或委任代表出席股東大會，及在上文所規限下，如本人/吾等將會或以往已就本公司股東大會委任代表（而該代表並非收購方或其代名人或獲委任人士）出席該等大會並於會上投票，則本人/吾等明確謹此撤回有關委任。

- 本人/吾等確認，除退市要約函件及本表格明文規定者外，在此作出的所有接納、指示、授權及承諾均不得撤回及為無條件。

- 本人/吾等理解，透過接納退市要約向收購方出售的本人/吾等所持股份，將以收購方或其代名人的名義登記。

- 本人/吾等理解，透過接納退市要約向收購方出售的本人/吾等所持股份，將以收購方或其代名人的名義登記。

* 就每股要約股份的退市要約價實際金額將如退市要約函件第2.2節所述按二零一三年末期股息的每股金額予以減少。

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, CITIC Securities and CLSA Singapore and the Branch Share Registrar and Transfer Office in Hong Kong in relation to personal data and the Privacy Ordinance.

1. Reasons for the collection of your personal data

To accept the Exit 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 Exit Offer. It is important that you should inform the Offeror and/or the Branch Share Registrar and Transfer Office in Hong Kong immediately of any inaccuracies in the data supplied.

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 Exit Offer Letter;
- 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 Exit Offer;
- distributing communications from the Offeror, CITIC Securities and CLSA Singapore and the Branch Share Registrar and Transfer Office in Hong Kong;
- compiling statistical information and HK Branch Registered Shareholders 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, CITIC Securities and CLSA Singapore or the Branch Share Registrar and Transfer Office in Hong Kong; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror, CITIC Securities and CLSA Singapore and/or the Branch Share Registrar and Transfer Office in Hong Kong to discharge their obligations to the HK

Branch Registered Shareholders and/or regulators and other purpose to which the HK Branch Registered 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, CITIC Securities and CLSA Singapore and/or the Branch Share Registrar and Transfer Office in Hong Kong 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, CITIC Securities and CLSA Singapore and the Branch Share Registrar and Transfer Office in Hong Kong;
- any agents, contractors or third party service providers who share offer administrative, telecommunications, computer, payment or other services to the Offeror, CITIC Securities and CLSA Singapore and/or the Branch Share Registrar and Transfer Office in Hong Kong, 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, CITIC Securities and CLSA Singapore and/or the Branch Share Registrar and Transfer Office in Hong Kong 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, CITIC Securities and CLSA Singapore and/or the Branch Share Registrar and Transfer Office in Hong Kong 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, CITIC Securities and CLSA Singapore and the Branch Share Registrar and Transfer Office in Hong Kong 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, CITIC Securities and CLSA Singapore and/or the Branch Share Registrar and Transfer Office in Hong Kong (as the case may be).

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

個人資料

收集個人資料聲明

香港法例第486章《個人資料(私隱)條例》(「私隱條例」)的主要條文已於一九九六年十二月二十日在香港生效。本收集個人資料聲明旨在知會閣下有關收購方、中信証券、里昂証券新加坡及香港股份過戶登記分處有關個人資料及私隱條例的政策及慣例。

1. 收集閣下個人資料的原因

如閣下就本身的股份接納退市要約，閣下須提供所需個人資料。倘閣下未能提供所需資料，則可能導致閣下的接納不獲受理或有所延誤，亦可能妨礙或延誤寄發閣下於退市要約項下有權收取的代價。如所提供的資料不準確，閣下須即時知會收購方及／或香港股份過戶登記分處。

2. 用途

閣下於本表格提供的個人資料可能會就下列用途加以運用、持有及／或以任何方式保存：

- 處理閣下的接納及核實或遵循本表格及退市要約函件所載條款及申請手續；
- 登記以閣下名義轉讓股份；
- 保存或更新有關股份持有人登記冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換程序；
- 確立閣下根據退市要約有權取得的配額；
- 自收購方、中信証券及里昂証券新加坡及香港股份過戶登記分處收取通訊；
- 編製統計資料及香港股東名冊登記股東概覽；
- 按法律、規則或規例(無論法定或以其他方式)作出披露；
- 披露有關資料以便索償或享有配額；
- 有關收購方、中信証券及里昂証券新加坡或香港股份過戶登記分處業務的任何其他用途；及
- 有關上述任何其他臨時或關連用途及／或以便收購方、中信証券及里昂証券新加坡及／或香港股份過戶登記分處履

行彼等對香港股東名冊登記股東及／或監管機構的責任以及香港股東名冊登記股東不時同意或獲悉的其他用途。

3. 轉交個人資料

於本表格提供的個人資料將作為機密資料妥當保存，惟收購方、中信証券及里昂証券新加坡及／或香港股份過戶登記分處為達致上述或其中任何用途，可能作出其認為必需的查詢，以確認個人資料的準確性，尤其可向或自下列任何及所有人士及實體披露、獲取或轉交(無論在香港境內或境外)該等個人資料：

- 收購方、中信証券及里昂証券新加坡及香港股份過戶登記分處；
- 向收購方、中信証券及里昂証券新加坡及／或香港股份過戶登記分處就其業務營運提供行政、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人士或機構，例如往來銀行、律師、會計師、持牌證券交易商或註冊證券機構；及
- 收購方、中信証券及里昂証券新加坡及／或香港股份過戶登記分處認為必需或適當情況下的任何其他人士或機構。

4. 存取及更正個人資料

根據私隱條例的規定，閣下有權確認收購方、中信証券及里昂証券新加坡及／或香港股份過戶登記分處是否持有閣下的個人資料，並獲取該資料副本，以及更正任何不正確資料。依據私隱條例的規定，收購方、中信証券及里昂証券新加坡及香港股份過戶登記分處有權就獲取任何資料的要求收取合理手續費。存取資料或更正資料或獲取有關政策及慣例以及所持資料類別的所有要求，均須提交收購方、中信証券及里昂証券新加坡及／或香港股份過戶登記分處(視情況而定)。

閣下一經簽署本表格，即表示同意上述所有條款。