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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之內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示，概不對因本接納表格全部或任何部分內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。

Unless the context otherwise requires, terms used in this Form of Acceptance shall bear the same meanings as those defined in the offer document dated 13 May, 2013 issued by China Merchants China Direct Investments Limited (the "Offer Document").

除文義另有所指外，本接納表格所用詞彙與招商局中國基金有限公司於二零一三年五月十三日刊發之要約文件（「要約文件」）所界定者具有相同涵義。



CHINA MERCHANTS CHINA DIRECT INVESTMENTS LIMITED

招商局中國基金有限公司

(Incorporated in Hong Kong with limited liability)

(於香港註冊成立之有限公司)

(Stock Code : 133)

(股份代號 : 133)

CONDITIONAL CASH OFFER

BY

ANGLO CHINESE CORPORATE FINANCE, LIMITED

ON BEHALF OF

CHINA MERCHANTS CHINA DIRECT INVESTMENTS LIMITED

TO REPURCHASE UP TO 7,917,171 SHARES

AT A PRICE OF HK\$20.94 PER SHARE

FORM OF ACCEPTANCE

英高財務顧問有限公司

代表

招商局中國基金有限公司

提出按每股股份 20.94 港元之價格

購回最多 7,917,171 股股份的有條件現金要約

接納表格

Please ONLY complete BOXES 1, 2, 3 and sign BOX 6

(Please see instructions overleaf)

只須填寫第一、二、三格，並於第六格簽署

(請參閱背頁之指示)

Registrar: Computershare Hong Kong Investor Services Limited

過戶登記處：香港中央證券登記有限公司

Shops 1712-1716, 17th Floor, Hopewell Centre,

183 Queen's Road East, Wan Chai, Hong Kong

香港灣仔皇后大道東183號合和中心17樓1712-1716室

FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the Share(s) specified below or any lesser number subject to the terms and conditions contained herein and in the accompanying Offer Document.
根據本表格及附奉的要約文件及條件，下列「轉讓人」現按下列代價，將以下註明之股份或較少股份轉讓予下列「承讓人」。

BOX 1
第一格

BOX 2
第二格

BOX 3
第三格

BOX 4
第四格

BOX 5
第五格

BOX 6
第六格

BOX 7
第七格

Number of Share(s)(Note) 股份數目(備註)	Figures 數目	Words 大寫
CERTIFICATE NUMBER(S) 股票號碼		
Transferor(s) name(s) and address(es) in full 轉讓人 姓名及詳細地址 (Either typewritten or written in block capitals) (請用打字機或以正楷填寫)	Surname(s) or company names 姓氏或公司名稱	Other Name(s) 名字
	Address(es) 地址	
	Telephone Number 電話號碼	
CONSIDERATION 代價	HK\$20.94 per Share to be satisfied by cash 每股股份20.94港元(將以現金支付)	
TRANSFeree 承讓人	Name名稱： Registered Office註冊辦事處：	招商局中國基金有限公司 China Merchants China Direct Investments Limited 1803 China Merchants Tower, Shun Tak Centre, 168-200 Connaught Road Central, Hong Kong 香港干諾道中168-200號信德中心招商局大廈1803室

Signed by or for and on behalf of the Transferor(s) in the presence of:

轉讓人或其代表在下列見證人見證下簽署：

SIGNATURE OF WITNESS 見證人簽署

ALL JOINT

REGISTERED HOLDERS

MUST SIGN HERE

所有聯名登記

持有人均須於

本欄簽署

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)/company chop (if applicable)
轉讓人簽署/公司印鑑(如適用)

Date of Submission of this Form of Acceptance
提交本接納表格日期

DO NOT
COMPLETE
請勿填寫本欄

Signed by or for and on behalf of the Transferee in the presence of:

承讓人或其代表在下列見證人見證下簽署：

SIGNATURE OF WITNESS 見證人簽署

NAME OF WITNESS 見證人姓名

Address of witness 見證人地址

Occupation of witness 見證人職業

For and on behalf of 代表

招商局中國基金有限公司
China Merchants China Direct Investments Limited

Authorised Signatory(ies) 授權簽署人

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 transfer 過戶日期

Note: Insert the total number of Shares for which the Offer is accepted (subject to the Assured Entitlements and scaling down mechanism for acceptance in excess of the Assured Entitlements as set out in the Offer Document). If no number is inserted or a number in excess of your registered holding of Shares tendered by you, as supported by the share certificate(s), transfer receipt(s) and/or other documents of title submitted together with this Form of Acceptance, is inserted or a mark other than a legible number is inserted and you have signed this Form of Acceptance then you will be deemed to have accepted the Offer in respect of such number of Shares as equal to the number of the Shares tendered by you, as supported by the share certificate(s), transfer receipt(s) and/or other documents of title submitted together with this Form of Acceptance.

附註：請填上接納要約的股份總數(受要約文件所載之保證配額及如接納超過保證配額時的調減機制所限)。如閣下並無填上數目或填上的數目超過閣下所持及交出之登記股份數目(按與本接納表格一併遞交之股票、過戶收據及/或其他擁有權文件所示)或僅填上一個記號而非一個清楚的數目且閣下已簽署本接納表格，則閣下將被視為已就交出之股份數目(按與本接納表格一併遞交之股票、過戶收據及/或其他擁有權文件所示)接納要約。

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 20th December, 1996. This personal information collection statement informs you of the policies and practices of the Company, Anglo Chinese and/or the Registrar in relation to personal data and the Privacy Ordinance.

1. Reasons for the collection of your personal data

To accept the Offer for your Share(s), you must provide the personal data requested. Failure to supply the requested data may result in the processing of your acceptance being rejected or delayed. It may also prevent or delay the despatch of the consideration to which you are entitled under the Offer.

2. Purposes

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

- processing your acceptance and verification of compliance with the terms and application procedures set out in this Form of Acceptance and the Offer Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the relevant register of holders of the Share(s);
- conducting or assisting to conduct signature verification, and any other verification or exchange of information;
- distributing communications from the Company, Anglo Chinese, the Registrar and/or their respective agents;
- compiling statistical information and Shareholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims or entitlements;
- any other incidental or associated purposes relating to the above and/or to enable the Company, Anglo Chinese and/or the Registrar to discharge their obligations to Shareholders and/or under applicable regulations, and any other purposes to which Shareholders may from time to time agree or be informed of.

3. Transfer of personal data

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

4. Access and correction of personal data

The Privacy Ordinance provides you with rights to ascertain whether the Company, Anglo Chinese and/or the Registrar hold 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 Company, Anglo Chinese 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 Company, Anglo Chinese and/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

香港法例第486章個人資料(私隱)條例(「私隱條例」)之主要條文已於1996年12月20日在香港生效。本個人資料收集聲明旨在知會閣下有關本公司、英高及/或過戶登記處就有關個人資料及私隱條例之政策及常規。

1. 收集閣下個人資料之原因

倘閣下欲就閣下之股份接納要約，則閣下須提供所需個人資料。若未能提供所需資料，可能會導致閣下之接納不獲受理或有所延誤。此舉有可能阻延寄發閣下根據要約應得之代價。

2. 資料用途

閣下於本接納表格提供之個人資料可以任何方式採用、持有及/或保存，以作下列用途：

- 處理閣下之接納及核實是否遵守本接納表格及要約文件載列之條款及申請手續作出；
- 登記以閣下名義進行的股份轉讓；
- 保存或更新有關股份的股東名冊；
- 核對或協助核對簽名，以及核對或交換任何其他資料；
- 送遞由本公司、英高、過戶登記處及/或彼等各自之代理人發出之通訊；
- 編製統計資料及股東資料；
- 遵照法例、規則或規例(不論法定或在其他方面)之要求作出披露；
- 披露有關資料以便加快進行申索或獲得所有權；
- 與上述有關之任何其他附帶或相關用途及/或令本公司、英高及/或過戶登記處得以履行彼等對股東及/或適用法規項下之責任，以及股東可能不時同意或接獲通知之任何其他用途。

3. 轉交個人資料

本接納表格所載個人資料將會保密，但本公司、英高及/或過戶登記處可能會作出彼等認為必要之查詢以確定個人資料之準確性，以便有關資料可作任何上述用途，尤其是彼等可能會向下列任何及所有人士及實體披露、取得或轉交該等個人資料(不論在香港或香港以外地方)：

- 本公司、英高、過戶登記處及/或彼等之各自代理人；
- 任何向本公司、英高及/或過戶登記處提供與其業務運作有關之行政、電訊、電腦、付款或其他服務之代理、承包商或第三方服務供應商；
- 任何監管或政府機構；
- 現時或擬與閣下有業務往來之任何其他人士或機構，例如銀行、律師、會計師或持牌證券交易商；及
- 本公司、英高及/或過戶登記處在該情況下認為必需或適當之任何其他人士或機構。

4. 查閱及更正個人資料

私隱條例賦予閣下權利，查證是否本公司、英高及/或過戶登記處持有閣下之個人資料，並索取資料副本及更正任何不確資料。根據私隱條例，本公司、英高及/或過戶登記處有權就處理任何查閱資料之要求收取合理的手續費。所有關於查閱資料或更正資料或詢問關於政策及常規及所持資料類別之要求，應向本公司、英高及/或過戶登記處(視乎情況而定)提出。

閣下簽署本接納表格即表示同意上述各項。

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 the Offer or as to the action you should take, you should consult a 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 Acceptance and the Offer Document to the purchaser(s) or transferee(s) or to the bank, the licensed securities dealer or other agent through whom the sale or transfer was effected for onward transmission to the purchaser(s) or transferee(s).

Anglo Chinese is making the Offer on behalf of the Company. The making of the Offer to the Overseas Shareholders may be prohibited or affected by the laws of the relevant jurisdictions. If you are an Overseas Shareholder, you should obtain appropriate legal advice regarding the implications of the Offer in the relevant jurisdictions with a view to observing all applicable legal or regulatory requirements. It is your responsibility if you wish to accept the Offer to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdictions in connection therewith, including but not limited to the obtaining of any governmental, exchange control or other consents which may be required and the compliance with all other necessary formalities or regulatory or legal requirements. You will also be fully responsible for the payment of any transfer or other taxes and duties by whomsoever payable in respect of all relevant jurisdictions. The Company, Anglo Chinese, the Registrar or any of their respective directors or any person involved in the Offer shall be entitled to be fully indemnified and held harmless by you for any taxes as you may be required to pay. Acceptance of the Offer by you will constitute a warranty by you that you are permitted under all applicable laws to receive and accept the Offer, and any revision thereof, and such acceptance shall be valid and binding in accordance with all applicable laws.

The provisions set out herein form part of the terms and conditions of the Offer and this Form of Acceptance should be read in conjunction with the Offer Document.

WARNING: You should read carefully the instructions before completing this Form of Acceptance. NO ACCEPTANCES RECEIVED ARE ENTITLED TO BE WITHDRAWN AFTER THE OFFER BECOMES UNCONDITIONAL EXCEPT OTHERWISE DECIDED BY THE EXECUTIVE PURSUANT TO THE CODES.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

To accept the Offer made by Anglo Chinese on behalf of the Company, you should complete and sign this Form of Acceptance overleaf and forward this entire Form of Acceptance, together with 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), for not less than the number of Shares in respect of which you wish to accept the Offer, by post or by hand, **to the Registrar, Computershare Hong Kong Investor Services Limited, at Shops 1712-1716, 17th Floor, Hopewell Centre, 183 Queen's Road East, Wan Chai, Hong Kong, in an envelope marked "China Merchants China Direct Investments Limited – Repurchase Offer" as soon as possible but in any event so as to reach the Registrar by not later than 4:00 p.m. on 21 June 2013 (Friday)** (or such later time and/or date as the Company may decide and announce, subject to the prior consent of the Executive). Should any Shareholder require any assistance in completing this Form of Acceptance or have any queries regarding the procedures for acceptance and settlement or any other similar aspect of the Offer, he/she may contact the Registrar on its telephone hotline at (852) 2862 8555 during the period from 16 May 2013 (Thursday) to the last date for submission of acceptances in respect of the Offer (which is expected to be 21 June 2013 (Friday)) (both days inclusive) between 9:00 a.m. and 6:00 p.m. from Mondays to Fridays (excluding Hong Kong public holidays) up to the Latest Acceptance Time.

FORM OF ACCEPTANCE IN RESPECT OF THE OFFER

To: Anglo Chinese, the Company and the Registrar

1. My/Our execution of the Form of Acceptance overleaf (whether or not such form is dated and which shall be binding on my/our personal representatives, heirs, successors and assigns) shall constitute:

- (i) my/our irrevocable acceptance of the Offer made by Anglo Chinese on behalf of the Company and contained in the Offer Document on and subject to the terms therein and herein mentioned, in respect of the number of Shares specified in the Form of Acceptance or, (i) if no such number is specified or a mark other than a legible number is inserted, I/we am/are deemed to have accepted the Offer in respect of the number of Shares tendered by me/us, as supported by share certificate(s), transfer receipt(s) and/or any other documents of title submitted together with this Form of Acceptance; and (ii) if the total number of Shares inserted is greater than the number of Shares tendered by me/us, as supported by the share certificate(s), transfer receipt(s) and/or any other documents of title submitted together with this Form of Acceptance, I/we am/are deemed to have accepted the Offer in respect of the Shares as shall be equal to the number of the Shares tendered by me/us, as supported by the share certificate(s), transfer receipt(s) and/or any other documents of title submitted together with this Form of Acceptance (and/or any satisfactory indemnity or indemnities required in respect thereof);
- (ii) my/our instruction and authority to the Company and/or Anglo Chinese 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 surrender of, the enclosed transfer receipt(s) (if any), 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 of the Offer, as if it were/they were share certificate(s) delivered to them together with this Form of Acceptance ;
- (iii) my/our instruction and authority to the Company or its agent(s) or the Registrar (as applicable) to send a cheque crossed "Not negotiable – account payee only" drawn in my/our favour for the consideration to which I/we shall have become entitled under the terms of the Offer (and/or, as applicable, balancing share certificate(s) (the balancing share certificate will be sent/returned in jumbo form unless the Registrar is otherwise duly informed in writing in advance)) by ordinary post at my/our risk or in favour of the person named below or, if no name and address is stated below, to the first-named Accepting Shareholder at the registered address shown in the register of members of the Company;

(Insert here the name and address of the person to whom the cheque and other documents are to be sent if different from the registered Accepting Shareholder or the first-named of the joint registered Accepting Shareholders.)

Name: (in block capitals) _____

Address: _____

- (iv) my/our instruction and authority to the Company or such person or persons as it may direct for the purpose, on my/our behalf, to make and execute the contract note and any other document, including an instrument of transfer, required by Section 19(1) of the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong), if applicable 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 the Form of Acceptance (or instrument of transfer, if required) in accordance with the provisions of that Ordinance if applicable;
 - (v) my/our instruction and authority to the Company or such person or persons as it may direct for the purpose of completing and executing any document (including, without limitation, any consolidated share transfer form) on my/our behalf including without limitation to insert a date in the Form of Acceptance or, if applicable, form of transfer; or, if I/we or any other person shall have inserted a date, to delete such date and insert another date and to do any other act that may be necessary or expedient for the purpose of selling my/our Shares to the Company;
 - (vi) my/our instruction and authority to the Company or such person or persons as it may direct for the purpose to insert in the number of Shares to be repurchased by the Company or, if I/we or any other person shall have inserted a number, to delete such number and insert another number, provided that such number shall not exceed the number inserted, or deemed to be inserted, and to insert the corresponding share certificate number(s) or if I/we or any other person shall have inserted an incorrect number, to delete such number and insert the correct number; and
 - (vii) my/our undertaking to execute any further documents, take any further action and give any further assurances as the Company may consider necessary, desirable or expedient in connection with my/our acceptance of the Offer including, without limitation, to complete the Offer in respect of which I/we have accepted or is/are deemed to have accepted the Offer free from all liens, charges, encumbrances, equitable interests, rights of pre-emption or other third party rights of any nature and together with all rights attaching thereto on or after the date of their cancellation (including the right to all dividends and distributions declared, made or paid on or after the date of their cancellation) and/or to perfect any of the authorities expressed to be given under this Form of Acceptance or the Offer Document.
2. I/We understand that acceptance of the Offer by me/us will constitute a warranty by me/us to the Company and Anglo Chinese that (i) the number of Share(s) specified in this Form of Acceptance will be sold free from all third party rights, liens, charges, equities, adverse interests and encumbrances whatsoever and together with all rights attaching thereto including the right to receive all dividends (whether final or interim) and other distributions, if any, declared, paid or made on the Shares on or after the date of the Offer Document.
3. In the event that my/our acceptance is treated as invalid in accordance with the terms of the Offer, all instructions, authorisations and undertakings given by me/us as 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), transfer receipt(s) and/or any other document(s) of title (and/or any indemnity or indemnities in respect thereof), together with this Form of Acceptance duly cancelled, by ordinary post at my/our own risk to the person named above or, if no name and address is stated, to me or the first-named of us (in the case of joint registered Accepting Shareholders) at the registered address referred to above.

Note: Where the Accepting Shareholders have sent one or more transfer receipt(s) and in the meantime the relevant share certificate(s) has/have been collected by the Company or its agent(s) from the Registrar on the Accepting Shareholders' behalf, you will be sent such share certificate(s) in lieu of the transfer receipt(s).

4. I/We enclose the relevant share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) in respect of the ownership of the whole/part of my/our holding of Shares which are to be held by you on the terms of the Offer. 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.
5. I/We warrant that I/we have the full right, power and authority to sell and pass the title and ownership of my/our Shares to the Company by way of acceptance of the Offer.
6. I/We warrant to the Company, Anglo Chinese, the Registrar and any of their respective directors and any person involved in the Offer that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of members of the Company in connection with my/our acceptance of the Offer, including the obtaining of any governmental, exchange control or other consent and any registration or filing which may be required in compliance with all necessary formalities, legal or regulatory requirements.
7. I/We warrant to the Company, Anglo Chinese, the Registrar and any of their respective directors and any person involved in the Offer 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.
8. I/We acknowledge that, save as expressly provided in the Offer Document and this Form of Acceptance, all acceptance, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.

本接納表格為重要文件，請即處理。閣下如對本接納表格或要約的任何方面或閣下就此應採取之行動有任何疑問，應諮詢持牌證券交易商或註冊證券商、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已將名下股份全部售出或以其他方式轉讓，應立即將本接納表格及要約文件送交買主或承讓人，或經手買賣或轉讓之銀行、持牌證券交易商或其他代理商，以便此後轉交買主或承讓人。

英高正代表本公司提出要約。向海外股東提出要約或會受到有關司法權區之法例禁止或影響。倘閣下為海外股東，閣下應就要約於有關司法權區之影響尋求適當法律意見，以遵守任何適用法律或監管規定。任何海外股東如欲接納要約，須自行完全遵守有關司法權區之法例及規例，包括(但不限於)獲得任何所需政府、外匯管制或其他方面之同意，並辦理其他所需手續或遵行所有其他所需之監管或法律規定。閣下亦須完全負責任何過戶費用或其他稅項及有關司法權區徵收而應付之稅款。本公司、英高、過戶登記處或彼等各自之任何董事或參與要約之任何人士有權就閣下可能需要繳付之任何稅項獲全數賠償及毋須為此承擔任何責任。閣下提交要約之接納書，將構成閣下保證，閣下根據一切適用法例獲准接受及接納要約及任何有關修訂，而此接納表格根據所有適用法例為有效及具約束力。

本接納表格所載之條文構成要約之條款及條件之一部分，而本接納表格應連同要約文件一併閱讀。

警告：閣下於填寫本接納表格前，務請細閱有關指示。

所有已交回之接納表格在要約成為無條件之後一概不能撤回，除非執行人員根據守則另行決定，則作別論。

填寫本接納表格之辦法

閣下如接納由英高代表本公司提出之要約，應填妥及簽署背頁之本接納表格，然後將本接納表格整份連同不少於閣下願意接納要約之有關股份數目之有關股票、過戶收據及/或任何其他擁有權文件(及/或就此有關之有效彌償保證)，盡快以郵遞方式或專人交回，而無論如何必須於2013年6月21日(星期五)下午四時正之前(或本公司可能決定及宣布之較後時間及/或日期，惟須取得執行人員事先同意)送達過戶登記處—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室，信封註明「招商局中國基金有限公司—購回要約」，方為有效。倘任何股東於填寫本接納表格時需要任何協助或對要約之接納及交付手續或任何其他類似方面有任何疑問，可由2013年5月16日(星期四)起至交回接納表格之最後日期(預期為2013年6月21日(星期五))(包括首尾兩天)止期間內，逢星期一至星期五(香港公眾假期除外)上午九時正至下午六時正(直至最後接納時間)，聯絡過戶登記處，熱線電話號碼為(852) 2862 8555。

要約之接納表格

致：英高、貴公司及過戶登記處

1. 本人/吾等簽署背頁之接納表格(無論此表格有否填寫日期，本人/吾等之個人代表、遺產繼承人、繼任人及承讓人將受此約束)，即表示：

(i) 本人/吾等以不可撤回方式接納英高代表貴公司提出並載於要約文件內之要約，按該文件及本接納表格所載之有關條款，願意接納本接納表格所填寫之股份數目或：(i)如果未有指定股數或僅填上一個記號而並非一個清楚的數目，則接納本人/吾等會被當作已就本人/吾等交出之股份數目(按與本接納表格一併遞交之股票、過戶收據及/或任何其他擁有權文件所示)接納要約；及(ii)如果所填上之股份總數超過本人/吾等交出之股份數目(按與本接納表格一併遞交之股票、過戶收據及/或任何其他擁有權文件所示)，則本人/吾等會被當作已就相等於本人/吾等交出之股份數目(按與本接納表格一併遞交之股票、過戶收據及/或任何其他擁有權文件(及/或任何就此所需並令人信納之任何一份或多份彌償保證書)所示)接納要約；

(ii) 本人/吾等指示並授權貴公司及/或英高或彼等各自之代理人，代表本人/吾等憑內附本人/吾等已正式簽署之過戶收據(如有)，向貴公司或過戶登記處領取本人/吾等應獲發股份之股票，並將有關股票送交過戶登記處，及授權並指示由過戶登記處按要約之條款保存該等股票，猶如該(等)股票已經連同本接納表格一併送交過戶登記處；

(iii) 本人/吾等指示並授權貴公司或其代理人或過戶登記處(倘適用)，以郵遞方式將本人/吾等按要約之條款應得之代價，以「不得轉讓—只准入抬頭人賬戶」劃線開出之支票及/或(倘適用)餘額股票(除非過戶登記處事先獲正式書面通知，否則任何餘額股票將以一紙股票形式寄發/退回)，按下列姓名及地址，以平郵方式寄予所列人士(如未有列明姓名及地址者，則按貴公司股東名冊所示登記地址寄予名列首位之接納要約之股東)，郵誤風險概由本人/吾等承擔；

(倘若收取支票及其他文件之人士及地址並非登記接納要約之股東或名列首位聯名登記接納要約之股東之登記姓名及地址，則請在本欄填上應收取支票及其他文件之人士之姓名及地址。)

姓名：(請用正楷填寫) _____

地址： _____

(iv) 本人/吾等指示並授權貴公司或其可能指定之人士，代表本人/吾等根據要約，以出售股份之賣方的身分，作出及簽署根據香港法例第117章印花稅條例第19(1)條(倘適用)指定須作出及簽署之合約票據及任何其他文件(包括過戶文據)，並按該條例(倘適用)條文繳付印花稅及安排批註接納表格(或過戶文據(如屬必須))；

(v) 本人/吾等指示並授權貴公司或其可能就此指定之人士，代表本人/吾等填妥及簽署任何文件(包括但不限於任何合併股份過戶表格)，包括但不限於在接納表格或(如適用)在過戶表格填上日期，或如本人/吾等或任何其他人士已填上日期，則刪去該日期並填上另一日期，以及採取任何必要或適宜之行動，使本人/吾等之股份可出售予貴公司；

(vi) 本人/吾等指示並授權貴公司或其可能就此指示之人士，填上將會由貴公司購回之股份數目，或倘本人/吾等或任何其他人士已填上數目，則刪去該數目並填上另一數目，惟該數目不得超過已填上或視作已填上之數目；及填上有關股票號碼，或倘本人/吾等或任何其他人士填上之號碼不正確，則刪去該號碼，並填上正確號碼；及

(vii) 本人/吾等承諾於貴公司認為必要、適當或適宜時就本人/吾等接納要約簽署任何其他文件、採取進一步行動及提供任何進一步保證，包括但不限於貴公司就本人/吾等已接納或視作已接納要約完成要約，且股份並不附帶任何留置權、押記、產權負擔、衡平權、優先購買權或其他任何性質之第三方權利，以及連同於股份註銷日期或之後附帶之所有權利(包括享有於股份註銷日期或之後所宣派、作出或派付之所有股息及分派之權利)及/或履行接納表格或要約文件列明之任何授權。

2. 本人/吾等明白本人/吾等接納股份要約將構成本人/吾等向貴公司及英高保證(i)本接納表格所列將予出售之股份數目概不附帶一切任何性質之第三方權利、留置權、抵押、衡平權、不利權益及產權負擔，並附帶所附一切權利，包括收取於要約文件日期或之後就股份宣派、派付或作出之所有股息(不論末期或中期)及其他分派(如有)之權利。

3. 倘按要約之條款，本人/吾等之接納被視為無效，則上文第1段所載本人/吾等賦予之/所有指示、授權及承諾均會終止。在此情況下，本人/吾等授權並要求閣下將本人/吾等之股票、過戶收據及/或任何其他擁有權文件(及/或任何有關之有效彌償保證)，連同已正式註銷之本接納表格，一併寄予上列人士，如未有列明姓名及地址，則按上述股東名冊所示登記地址，以平郵方式寄予本人或(如為聯名登記接納要約之股東)名列首位之持有人，郵誤風險概由本人/吾等承擔。

附註：倘若接納要約之股東已寄出一份或以上過戶收據，而於此同時，本公司或其代理人亦已代接納要約之股東向過戶登記處領取有關股票，則發還閣下者將為該等股票，而非原來之過戶收據。

4. 本人/吾等茲附上本人/吾等持有之全部/部分股份之有關股票、過戶收據及/或任何其他擁有權文件(及/或就此有關之有效彌償保證)，由閣下根據要約之條款予以保存。本人/吾等明白將不會就任何接納表格、股票及/或過戶收據及/或任何其他擁有權文件(及/或就此有關之有效彌償保證)獲發收訖通知書。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。

5. 本人/吾等保證，本人/吾等有十足權利、權力及授權以接納要約之方式，向貴公司出售及移交本人/吾等之股份之所有權及擁有權。

6. 本人/吾等向貴公司、英高、過戶登記處及彼等各自之任何董事及參與要約之任何人士保證，本人/吾等已符合本人/吾等於本公司股東登記名冊所列地址所處司法權區有關本人/吾等接納要約之法例規定，包括取得任何政府、外匯管制或其他同意，以及辦理一切必需之正式手續及遵行其他所需之法律或監管規定而辦理任何登記或存檔事宜。

7. 本人/吾等向貴公司、英高、過戶登記處及彼等各自之任何董事及參與要約之任何人士保證，本人/吾等將就支付任何過戶費用或其他稅項或本人/吾等於股東名冊所載司法權區徵收而應付之稅款承擔全部責任。

8. 本人/吾等知悉，除要約文件及本接納表格清楚規定之外，所有就此作出之接納、指示、授權及承諾均為不可撤回及無條件。