Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited and Hong Kong Securities Clearing Company Limited take no responsibility for the contents of this White Form of Acceptance and Transfer, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this White Form of Acceptance and Transfer.

any loss lows over disting from of inclinate upon the wind of any part of the conclusion times while I of the white the conclusion of the white the conclusion of the white the conclusion of t Unless the context otherwise requires, terms used in this Form of Acceptance and Transfer shall bear the same meanings as those defined in the composite offer and response document dated 25 April 2012 ("Composite Document") jointly issued by Zhejiang Yongli Industry Group Co. Ltd.*, Goldfame Investment Holdings Limited

and Zhejiang Yonglong Enterprises Co. Ltd.*. 除非文義另有所指,本接納及轉讓表格所用詞彙與浙江永利實業集團有限公司、金譽投資控股有限公司及浙江永隆實業股份有限公司聯合刊發日期為二零一二年四月二十五的綜合收購建議及回應文件(「綜合文件」) 所界定者具相同涵義。



浙江永隆實業股份有限公司

ZHEJIANG YONGLONG ENTERPRISES CO., LTD.*

(a joint stock limited company incorporated in the People's Republic of China) (在中華人民共和國註冊成立之股份有限公司) (Stock code: 8211) (股份代號:8211)

WHITE FORM OF ACCEPTANCE AND TRANSFER OF H SHARES OF RMB0.10 EACH IN THE ISSUED SHARE CAPITAL OF ZHEJIANG YONGLONG ENTERPRISES CO. LTD.* 浙江永隆實業股份有限公司已發行股本中 每股面值人民幣0.10元之H股的白色接納及轉讓表格

H Share Share Registrar ("Registrar"): Union Registrars Limited H股股份過戶登記處(「過戶登記處」): 聯合證券登記有限公司 18th Floor, Fook Lee Commercial Centre, Town Place 33 Lockhart Road, Wanchai, Hong Kong 香港灣仔駱克道33號 中央廣場福利商業中心18樓

FOR THE CONSIDERATION stated below, the Transferor(s) named below hereby transfer(s) to the Transferee named below H share(s) of RMB0.10 each in the issued share capital of Zhejiang Yonglong Enterprises Co. Ltd.* ("H Share(s)") specified below, upon and subject to the terms and conditions contained herein and in the accompanying Composite Document, and the Transferee hereby agrees to accept and hold the H Share(s) subject to such terms and conditions.

下述轉讓人謹此根據本接納及轉讓表格及隨附綜合文件載列的條款及條件,按下列代價,將下文註明的浙江永隆實業股份有限公司已發行股本中每股面值人民幣 0.10元的H股股份(「H股」)轉讓予下述承讓人,而承讓人謹此同意遵照有關條款及條件,接納及持有H股。

Number of Shares to be transferred 將子轉讓股份數目	FIGURE 數目	WORDS 大寫		
Share certificate number(s) to which this acceptance relates 有關本接納的股票號碼				
TRANSFEROR(S) name(s) and address(es) in full 轉讓人	Family name(s) or company name(s) 姓氏或公司名稱	Other name(s) 名字		
全名及地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK CAPITALS)	Registered address(es) 登記地址			
(請用打字機或用正楷填寫)		Telephone number 電話號碼		
CONSIDERATION 代價	HK\$0.0956 in cash for each H Share 就每股H股而言, 為現金港幣0.0			
TRANSFEREE 承譲人	Name (名稱): Gol Correspondence address (通訊地址 Suites 3306-12, 33/F., Shui On Centr 香港灣仔港灣道6-8號瑞安中心 Occupation (職業): Corporation (法			
Signed by the Transferor(s) in the presence of: 轉讓人在下列見證人見證下簽署:			ALL JOINT REGISTERED HOLDERS MUST	
Name of Witness 見證人姓名	Signature(s) of Trans	轉讓人簽署/公司印鑑 (如適用) Date of Submission of this Form of Acceptance and Transfer		
Signature of Witness 見證人簽署	轉讓人簽署/公司			
Address 地址				
Occupation 職業	Bate of Submission o			
	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 Goldfar	I.寫本欄 I on behalf of 代表 me Investment Holdings Limited b資控股有限公司		
	For and Goldfar 金譽书 ———————————————————————————————————	l on behalf of 代表 me Investment Holdings Limited 投資控股有限公司 ised Signatory(ies)		
承讓人在下列見證人見證下簽署:	For and Goldfar 金譽书 Author	l on behalf of 代表 me Investment Holdings Limited 投資控股有限公司 ised Signatory(ies)		
承讓人在下列見證人見證下簽署: Name of Witness 見證人姓名	For and Goldfa 金譽书 Author 授權翁	l on behalf of 代表 me Investment Holdings Limited 投資控股有限公司 ised Signatory(ies)		

^{*} For identification purpose only

^{*}僅供識別

PERSONAL DATA

Personal Information Collection Statement

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

1. Reasons for the collection of your personal data

To accept the H Share Offer for your H Shares, 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 is important that you should inform Goldfame Investment and/or the Registrar immediately of any inaccuracies in the data supplied.

2. Purposes

The personal data which you provide on this White Form of Acceptance and Transfer 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 White Form of Acceptance and Transfer and/or the Composite Document;
- · registering transfers of the H Share(s) out of your name(s);
- maintaining or updating the relevant register of holder(s) of the H Share(s) ("Shareholders");
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from Goldfame Investment and/or its subsidiaries or agents such as Partners Capital and the Registrar;
- · compiling statistical information and shareholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- · disclosing relevant information to facilitate claims on entitlements;
- any other purpose in connection with the business of Goldfame Investment or the Registrar; and

 any other incidental or associated purposes relating to the above and any 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 White Form of Acceptance and Transfer will be kept confidential but Goldfame Investment 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:

- Goldfame Investment, its subsidiaries and/or agent(s), such as Partners Capital and the Registrar;
- any agents, contractors or third party service providers who offer H Share
 Offer administrative, telecommunications, computer, payment or other
 services to the Registrar in connection with the operation of its business;
- · any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as bankers, solicitors, accountants, licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom Goldfame Investment and/or the Registrar considers to be necessary or desirable in the circumstances.

4. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether Goldfame Investment 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, Goldfame Investment and 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 Goldfame Investment or the Registrar (as the case may be).

BY SIGNING THIS WHITE FORM OF ACCEPTANCE AND TRANSFER, YOU AGREE TO ALL OF THE ABOVE.

個人資料

個人資料收集聲明

香港法例第486章個人資料(私隱)條例(「該條例」)的主要條文已於一九九六年十二月二十日在香港生效。本個人資料收集聲明旨在知會閣下有關浙江永利、金譽投資、博大資本及過戶登記處有關個人資料及該條例的政策及慣例。

1. 收集 閣下個人資料的原因

如就 閣下的H股接納H股收購建議, 閣下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 閣下的接納申請被拒或受到延誤。如所提供的資料不準確, 閣下須即時知會金譽投資及/或過戶登記處。

2. 用途

閣下於本白色接納及轉讓表格提供的個人資料可能會以任何方式 用作、持有及/或保存作下列用途:

- 處理 閣下的接納申請及核實遵循本白色接納及轉讓表格及 /或綜合文件載列的條款及申請程序;
- 登記轉讓 閣下名下的H股;
- 保存或更新有關H股的股東(「股東」)名冊;
- 核實或協助核實簽署,及進行任何其他資料核實或交換;
- 自金譽投資及/或其附屬公司或代理人(如博大資本及過戶登 記處)收取通訊;
- 編製統計資料及股東資料;
- 按法例、規定或規例(不論法定與否)作出披露;
- 披露有關資料以促進擁有權之申索;
- 有關金譽投資或過戶登記處業務的任何其他用途;及

 有關上述任何其他附帶或關連用途及股東可能不時同意或知 悉的用途。

3. 轉交個人資料

本白色接納及轉讓表格提供的個人資料將作為機密資料妥當保存,惟金譽投資及/或過戶登記處為達致上述任何用途,可能作出彼等認為必需的查詢,以確認個人資料的準確性,彼等尤其可能向、自或與下列任何及所有個人及實體披露、取得或轉交(不論在香港境內或境外)該等個人資料:

- 金譽投資、其附屬公司及/或代理,如博大資本及過戶登記處;
- 任何為過戶登記處的業務經營提供有關H股收購建議的行政、 電訊、電腦、付款或其他服務的代理、承包商或第三方服務供 應商;
- 任何監管或政府機關;
- 與 閣下進行或擬進行交易的任何其他個人或機構,如銀行、 律師、會計師、持牌證券交易商或註冊證券機構;及
- 金譽投資及/或過戶登記處認為於有關情況下屬必需或適當 的任何其他個人或機構。

4. 索取及更正個人資料

根據該條例的規定, 閣下有權確認金譽投資及/或過戶登記處是 否持有 閣下的個人資料,並獲取該資料副本,以及更正任何錯誤 資料。根據該條例的規定,金譽投資及過戶登記處有權就任何資 料索取要求收取合理手續費。索取資料或更正資料或索取有關政 張及慣例及所持資料類型資料的所有請求,須提交金譽投資或過 戶餐記處(視情況而定)。

閣下一經簽署本白色接納及轉讓表格即表示同意上述所有條款。

THIS WHITE FORM OF ACCEPTANCE AND TRANSFER IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt as to any aspect of this White Form of Acceptance and Transfer or as to the action to be taken, you should consult a licensed securities dealer or registered institution in securities, a bank manager, solicitor, professional accountant or other professional adviser.

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

The making of the H Share Offer to persons with a registered address in jurisdiction outside Hong Kong may be prohibited or affected by the laws of the relevant jurisdiction. Shareholders who are citizens or residents or nationals of jurisdictions outside Hong Kong should obtain appropriate legal advice on, inform themselves about and observe any applicable legal requirements. It is the responsibility of each person who wishes to accept the H Share Offer to satisfy himself, herself or itself as to the full observance of the laws of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents which may be required, the compliance with other necessary formalities or legal requirements and the payment of any transfer or other taxes due in respect of such jurisdiction.

This White Form of Acceptance and Transfer should be read in conjunction with the Composite Document.

HOW TO COMPLETE THIS WHITE FORM OF ACCEPTANCE AND TRANSFER

- 1. To accept the H Share Offer made by Partners Capital for and on behalf of Goldfame Investment to acquire your H Shares, you should complete and sign this White Form of Acceptance and Transfer overleaf and forward this White Form of Acceptance and Transfer together with the relevant H 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 the number of H Shares in respect of which you intend to accept the H Share Offer, by post or by hand marked "Zhejiang Yonglong H Share Offer" on the envelope to the Registrar, Union Registrars Limited at 18th Floor, Fook Lee Commercial Centre, Town Place, 33 Lockhart Road, Wanchai, Hong Kong, as soon spossible, but in any event so as to reach the Registrar by no later than 4:00 p.m. (Hong Kong time) on 16 May 2012 (or such later time and/or date as the Offeror Group may decide and announce as permitted under the Takeovers Code). The provisions of Appendix I to the Composite Document are incorporated into and form part of this White Form of Acceptance and Transfer. Shareholders are advised to read the Composite Document before completing this White Form of Acceptance and Transfer.
- 2. Warning: Shareholders should also be aware that in accepting the H Share Offer, any resulting fractions of a Hong Kong cent will be disregarded and any cash amount payable will be rounded down to the nearest Hong Kong cent.

WHITE FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE H SHARE OFFER

To: Goldfame Investment and Partners Capital

- 1. My/Our execution of this White Form of Acceptance and Transfer shall be binding on my/our successors and assigns, and shall constitute:
 - (a) my/our irrevocable acceptance of the H Share Offer made by Partners Capital on behalf of Goldfame Investment, 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 H Shares specified in this White Form of Acceptance and Transfer or, (i) if the total number of H Shares specified is greater than the number of H Shares tendered, as supported by the share certificate(s), transfer receipt(s) and/or any other documents of title (and/or satisfactory indemnity or indemnities required in respect thereof), I/we am/are deemed to have accepted the H Share Offer in respect of the H Shares as shall be equal to the number of the H Shares, tendered by me/us, as supported by the share certificate(s), transfer receipt(s) and/or any other documents of title; and (ii) if the number specified in this White Form of Acceptance and Transfer is smaller than the number of H Shares tendered, as supported by the share certificate(s), transfer receipt(s) and/or any other documents of title, I/we am/are deemed to have accepted the H Share Offer in respect of the H Shares as shall be equal to the number of the H Shares specified in this White Form of Acceptance and Transfer.
 - (b) my/our irrevocable instruction and authority to Goldfame Investment, Partners Capital 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 H Share Offer after deducting all sellers' ad valorem stamp duty payable by me/us in connection with my/our acceptance of the H Share Offer, by ordinary post at my/our 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 of members of the Company as soon as possible but in any event within 7 Business Days following the date of receipt of all the relevant documents by Registrar to render the acceptance under the H Share Offer complete and valid:

(Insert below the 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 the joint registered shareholders.)

Name: (in block capitals)	
Address:	

- (c) my/our irrevocable instruction and authority to each of Goldfame Investment and/or Partners Capital 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 H Share(s) to be sold by me/us under the H Share Offer and to cause the same to be stamped and to cause an endorsement to be made on this White Form of Acceptance and Transfer in accordance with the provisions of that Ordinance;
- (d) my/our irrevocable instruction and authority to each of Goldfame Investment and/or Partners Capital 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 H Share Offer and to do any other act that may be necessary or expedient for the purpose of vesting in Goldfame Investment and/or such person or persons as it may direct my/our H Share(s) tendered for acceptance of the H Share Offer;
 (e) 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 H
- (e) 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 H Share(s) tendered for acceptance under the H Share Offer to Goldfame Investment or such person or persons as it may direct free from all third party rights, liens, claims, charges, equities and encumbrances and together with all rights accruing or attaching thereto 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 date on which the H Share Offer is made, being the date of posting of the Composite Document;
- (f) my/our agreement to ratify each and every act or thing which may be done or effected by Goldfame Investment and/or Partners Capital and/or their respective agent(s) or such person or persons as any of them may direct on the exercise of any rights contained herein; and
- (g) my/our irrevocable instruction and authority to Goldfame Investment and/or Partners Capital or their respective agent(s) to collect from the Registrar on my/our behalf the Share certificate(s) in respect of the H 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), 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 H Share Offer as if it/they were Share certificate(s) delivered to the Registrar together with this White Form of Acceptance and Transfer.
- 2. I/We understand that acceptance of the H Share Offer by me/us will be deemed to constitute a warranty by me/us to Goldfame Investment and Partners Capital that (i) the number of H Share(s) specified in this White Form of Acceptance and Transfer will be sold free from all third-party rights, liens, claims, charges, equities and encumbrances and together with all rights accruing or attaching thereto 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 date on which the H Share Offer is made, being the date of posting of the Composite Document; and (ii) I/we have not taken or omitted to take any action which will or may result in Goldfame Investment, Partners Capital or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the H Share Offer or his/her acceptance thereof, and is permitted under all applicable laws to receive and accept the H Share 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 in accordance with the terms of the H Share Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease and in which event, I/we authorise and request you to return to me/us my/our H Share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), together with this White Form of Acceptance and Transfer duly cancelled, by ordinary post at my/our risk to the person and address stated in 1(b) 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: Where you have sent one or more transfer receipt(s) and in the meantime the relevant Share certificate(s) has/have been collected by Goldfame Investment and/or Partners Capital or their respective agent(s) from the Registrar on your 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) and/or transfer receipt(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole or part of my/our holding of H Share(s) which are to be held by you on the terms and conditions of the H Share Offer. I/We understand that no acknowledgement of receipt of any White Form(s) of Acceptance and Transfer, Share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or 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 and represent to you that I am/we are the registered Shareholder(s) of the number of H Shares specified in this White Form of Acceptance and Transfer and I/we have the full right, power and authority to sell and pass the title and ownership of my/our H Share(s) to Goldfame Investment by way of acceptance of the H Share Offer.
- 6. I/We warrant to Goldfame Investment and Partners Capital 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 H Share 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 or legal requirements.
- 7. I/We warrant to Goldfame Investment and the Company 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 H Share Offer.
- 8. I/We acknowledge that, save as expressly provided in the Composite Document and this White Form of Acceptance and Transfer, all acceptance, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.
- D. I/We acknowledge that my/our H Shares sold to Goldfame Investment by way of the H Share Offer will be registered under the name of Goldfame Investment or its nominee.

本白色接納及轉讓表格乃重要文件[,]請即處理。 閣下對本白色接納及轉讓表格任何內容或應採取的行動如有任何疑問[,]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。

閣下如已售出或轉讓名下所有H股,應立即將本白色接納及轉讓表格連同隨附的綜合文件,送交買主或承讓人,或經手買賣或轉讓之持牌證券交易商或註 冊證券機構或其他代理,以便轉交買主或承讓人。

向登記地址位於香港境外司法權區的人士提出H股收購建議,或會受到有關司法權區之法例禁止或影響。股東倘為香港境外司法權區的公民或居民或國民,應尋求、自行了解並遵守有關任何適用法例規定的適當法律意見。任何欲接納H股收購建議的人士,均有責任全面遵守有關司法權區關於接納H股收購建議的法例,包括取得任何可能需要的政府、外匯管制或其他同意,辦理其他所需手續或遵守法例規定,及支付有關司法權區徵收的任何轉讓款項或其他稅項。

本白色接納及轉讓表格應與綜合文件一併閱讀。

如何填寫本白色接納及轉讓表格

- 1. 如欲接納博大資本代表金譽投資就收購 閣下的H股提出的H股收購建議, 閣下務須填妥及簽署背頁的本白色接納及轉讓表格,並將整份白色接納及轉讓表格連同就不少於 閣下擬接納H股收購建議所涉及H股數目的有關H股股票及/或過戶收據及/或任何其他所有權文件(及/或任何就此所需的滿意彌償保證),儘快郵寄或由專人送交過戶登記處聯合證券登記有限公司,地址為香港灣仔駱克道33號中央廣場福利商業中心18樓,封面須註明「浙江永隆H股收購建議」,惟無論如何不得遲於二零一二年五月十六日香港時間下午四時正(或收購方集團在收購守則准許情況下可能決定及公佈的較後時間及/或日期)交回過戶登記處。綜合文件附錄一的條文納入並構成本白色接納及轉讓表格其中部分。股東務請先閱讀綜合文件後始填寫本白色接納及轉讓表格。
- 2. 警告:股東另請注意,因接納H股收購建議而產生不足一港仙的金額將不予考慮,而任何應付現金款項將下調至最接近完整港仙金額。

H股收購建議的白色接納及轉讓表格

致:金譽投資及博大資本

- 1. 本人/吾等一經簽署本白色接納及轉讓表格,本人/吾等的繼承人及受讓人將受此約束,並表示:
 - (a) 本人/ 吾等根據綜合文件所載由博大資本代表金譽投資提出之H股收購建議之代價及條款與條件,並受本白色接納及過戶表格條款及條件之規限,就本白色接納及過戶表格所註明數目之H股不可撤回地接納H股收購建議,或(i)倘指定之H股總數大於所提交H股數目以股票、過戶收據及/或任何其他所有權文件(及/或就此所需並令人信納之彌償保證)證明),則本人/ 吾等將被視為就相等於本人/ 吾等提交之H股之數目(以股票、過戶收據及/或任何其他所有權文件證明)接納收購建議;及(ii)倘本白色接納及過戶表格指定之數目少於所提交H股數目(以股票、過戶收據及/或任何其他所有權文件證明)持納收購建議;及(ii)倘本白色接納及過戶表格指定之H股數目之接納H股收購建議。
 - (b) 本人/吾等不可撤回地指示及授權金譽投資、博大資本或彼等各自之代理,各自就本人/吾等根據H股收購建議之條款應得之現金代價(扣除本人/吾等就本人/吾等接納H股收購建議應付之所有賣方從價印花稅),以「不得轉讓一只准入抬頭人賬戶」方式向本人/吾等開出劃線支票,然後盡快惟無論如何於股份過戶登記處接獲所有相關文件致使H股收購建議項下之接納為完整及有效之日後7個營業日內,按以下地址以平郵寄予以下人士,或如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名列首位者(如屬聯名登記股東),郵課風險概由本人/吾等承擔;

(如收取支票人士的姓名及地址有別於登記股東或聯名登記股東名列首位人士者,則請在下欄填上該名人士的姓名及地址。)

姓名:	(請用正楷填寫)	 	 	 	
地址:		 	 	 	

- (c) 本人/吾等不可撤回地指示及授權金譽投資及/或博大資本及/或彼等任何一方可能就此指定之有關人士,各自代表本人/吾等製備及簽立香港法例第117章印花稅條例第19(1)條規定本人/吾等作為根據H股收購建議出售H股之賣方須製備及簽立之成交單據,並按該條例之規定安排該單據加蓋印花及安排在本白色接納及過戶表格背書證明;
- (d) 本人/吾等不可撤回地指示及授權金譽投資及/或博大資本及/或彼等任何一方可能指定之有關人士,各自代表本人/吾等填妥及簽立任何有關本人/吾等接納H股收購建議之文件,以及辦理任何其他必需或權宜之行動,將本人/吾等提交接納H股收購建議之H股轉歸金譽投資及/或其可能指定之有關人士所有;
- (e) 本人/吾等承諾於必需或合宜時簽立有關其他文件及辦理有關其他行動及事項,以將本人/吾等就接納H股收購建議提交之H股轉讓予金譽投資或其可能指定之有關人士,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,並連同累算或附帶或其後附帶之一切權利(包括但不限於收取於作出H股收購建議之日(即寄發綜合文件之日)或之後宣派、派付或作出之一切未來股息及/或其他分派(如有)之權利);
- (f) 本人/吾等同意追認金譽投資及/或博大資本及/或彼等各自之代理或彼等任何一方可能指定之有關人士於行使本表格所載任何權利時可能作 出或進行之各種行動或事宜;及
- (g) 本人/吾等不可撤回地指示及授權金譽投資及/或博大資本或彼等各自之代理,代表本人/吾等交回隨附經本人/吾等正式簽署之過戶收據及 /或其他所有權文件(及/或就此所需並令人信納之彌償保證);憑此向股份過戶登記處領取本人/吾等就H股應獲發之股票,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H股收購建議之條款及條件持有該等股票,猶如該(等)股票已連同本白色接納及過戶表格一 併送交股份過戶登記處。
- 2. 本人/吾等明白本人/吾等接納H股收購建議,將被視為構成本人/吾等向金譽投資及博大資本保證(i)本白色接納及過戶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,並連同累算或附帶或其後附帶之一切權利(包括但不限於收取於作出H股收購建議之日(即寄發綜合文件之日)或之後宣派、派付或作出之一切未來股息及/或其他分派(如有)之權利)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金譽投資、博大資本或任何其他人士違反任何地區與H股收購建議或其接納有關之法律或監管規定,且彼根據所有適用法例獲准接獲及接納收購建議及其任何修訂,而根據所有適用法例,該接納為有效及具有約束力。
- 3. 倘按H股收購建議之條款本人/吾等之接納屬無效,則上文第1段所載之所有指示、授權及承諾均會失效。在此情況下,本人/吾等授權並懇請 閣下 將本人/吾等之H股股票及/或過戶收據及/或其他所有權文件(及/或就此所需並令人信納之彌償保證)連同已正式註銷之本接納及過戶表格以平 郵一併寄予上文1(b)所列之人士及地址,或如未有列明姓名及地址,則按本公司股東名冊所示登記地址寄予本人或吾等當中名列首位者(如為聯名登 記股東),郵誤風險概由本人/吾等承擔。
 - 附註:倘 閣下交出一份或以上過戶收據,而金譽投資及/或博大資本或彼等各自之代理已代表 閣下從股份過戶登記處領取有關股票,則發還予 閣下者將為該(等)股票而非過戶收據。
- 4. 本人/吾等茲附上本人/吾等持有之全部或部分H股之相關股票及/或過戶收據及/或其他所有權文件(及/或就此所需並令人信納之任何彌償保證),由 閣下按H股收購建議之條款及條件予以保存。本人/吾等明白任何交回之白色接納及過戶表格、股票及/或過戶收據及/或其他所有權文件(及/或就此所需並令人信納之彌償保證)概不獲發收據。本人/吾等亦瞭解所有文件將以平郵寄發且一切郵誤風險概由本人/吾等自行承擔。
- 5. 本人/吾等向 閣下保證及聲明,本人/吾等為本白色接納及過戶表格所註明H股數目之登記股東,而本人/吾等有十足權利、權力及授權以接納H股收購建議之方式,向金譽投資出售及移交本人/吾等之H股之所有權及擁有權。
- 6. 本人/吾等向金譽投資及博大資本保證,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H股收購建 議方面之法例,包括獲得任何所需之政府、外匯管制或其他同意及任何註冊或存檔,及辦理一切必須之手續或遵守法律規定。
- 7. 本人/吾等向金譽投資及本公司保證,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H股收購建議方面應付之任何轉讓稅或其他稅項或徵稅承擔全部責任。
- 8. 本人/吾等知悉,除綜合文件及本白色接納及過戶表格明文規定外,據此作出之所有接納、指示、授權及承諾均不可撤回及為無條件。
- 9. 本人/吾等知悉,本人/吾等以H股收購建議之方式向金譽投資出售之H股將以金譽投資或其代名人名義登記。