

Unless the context otherwise requires, terms used in this form have the same meanings as defined in the composite offer document dated 5 February 2007 jointly issued by and on behalf of Luck Continent Limited and Foundation Group Limited (the "Composite Offer Document").
 除非文義另有指明，否則本表格所採用詞彙與Luck Continent Limited及基業控股有限公司*及彼等之代表於二零零七年二月五日聯合發出之綜合收購建議文件(「綜合收購建議文件」)所界定者具相同涵義。



FOUNDATION GROUP LIMITED
基業控股有限公司*

(Incorporated in Bermuda with limited liability)
 (於百慕達註冊成立之有限公司)
 (Stock code: 1182)
 (股份代號: 1182)

**FORM OF ACCEPTANCE AND TRANSFER FOR
 ORDINARY SHARES OF HK\$0.001 EACH IN THE SHARE CAPITAL OF
 FOUNDATION GROUP LIMITED**

**基業控股有限公司*股本中
 每股面值0.001港元普通股之接納及過戶表格**

**This form shall be completed in full (Please refer to section headed "How to Complete this Form")
 本表格內各項均須填妥(請參閱「如何填寫本表格」一節)**

Branch Registrar in Hong Kong ("the Registrar"):
 Secretaries Limited
 26/F, Tesbury Centre,
 28 Queen's Road East,
 Wanchai, Hong Kong

香港股份登記分處(「股份登記處」):
 秘書商業服務有限公司
 香港灣仔
 皇后大道東28號
 金鐘匯中心26樓

FOR THE CONSIDERATION STATED BELOW, the Transferor(s) named below does/do hereby transfer(s) to the Transferee named below the ordinary shares of HK\$0.001 each ("Shares") in the share capital of Foundation Group Limited (the "Company") specified below, subject to the terms and conditions contained herein and in the accompanying Composite Offer Document dated 5 February 2007.

下列轉讓人現按下列代價，將以下註明基業控股有限公司(「本公司」)股本中每股面值0.001港元普通股(「股份」)轉讓予下列承讓人，惟受本表格及隨附於二零零七年二月五日刊發之綜合收購建議文件所載之條款及條件所規限。

TOTAL NUMBER OF SHARES TO BE TRANSFERRED 將予轉讓股份總數		Share Certificate Number(s) 股票編號
TRANSFEROR(S) 轉讓人	Surname(s)/Company name(s) 姓氏/公司名稱	Other name(s) 名字
Name(s) and address in full 全名及地址	Registered address 登記地址	Telephone Number 電話號碼
CONSIDERATION 代價	HK\$0.51 for each Share 每股股份0.51港元	
TRANSFER TO TRANSFEREE 轉讓予承讓人	Name : 名稱 Correspondence Address : 通訊地址 Occupation : 職業	Luck Continent Limited Room 4213, Southwest Tower, Convention Plaza Apartment, 1 Harbour Road, Wanchai, Hong Kong 香港灣仔港灣道1號會展廣場會景閣Southwest Tower 4213室 Corporation 法團

Signed by or 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: _____

← **Transferor to sign here**
 轉讓人於本欄簽署

← **All joint holders must sign here**
 所有聯名持有人均須於本欄簽署

 Company chop, if applicable 公司印鑑(如適用)

Do not complete
請勿填寫本欄

Signed on behalf of the Transferee in the presence of:
 承讓人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: _____

For and on behalf of
 代表
 Luck Continent Limited

 Signature of Transferee or its duly authorised agent(s)
 承讓人或其正式授權代理人簽署

PLEASE DO NOT DATE
請勿填寫日期

This transfer is dated _____ 2007
 是項轉讓之日期為2007年_____月_____日

* For identification purpose only
 僅供識別

Personal Data

Personal Information Collection Statement

The main provisions of the Personal Data (Privacy) Ordinance (the "Privacy Ordinance") came into effect in Hong Kong on 20 December 1996. This personal information collection statement informs you of the policies and practice of the Offeror and 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 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 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 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 Transfer;
- conducting or assisting to conduct signature verification, and any other verification or exchange of information;
- distributing communications from the Offeror, Mitsubishi UFJ and/or their respective subsidiaries or agents;
- compiling statistical information and Shareholder profiles;
- making disclosures as required by laws, rules or regulation (whether statutory or otherwise);
- disclosing relevant information to facilitate claims or entitlements;
- any other purposes in connection with the business of the Offeror, Mitsubishi UFJ and/or their respective holding companies, subsidiaries or agents and/or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and Mitsubishi UFJ to discharge their obligations to Shareholders and/or under applicable regulations, and any other purposes to which Shareholders may from time to time agree.

3. Transfer of personal data

The personal data provided in this form will be kept confidential but the Offeror, Mitsubishi UFJ 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, Mitsubishi UFJ, their respective holding companies, subsidiaries or agent(s) and/or the Registrar;
- any agents, contractors or third party service providers who 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 or stockbrokers; and
- any other persons whom the Offeror, Mitsubishi UFJ and/or the Registrar considers to be necessary or desirable in the circumstances.

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

4. Access and correction of personal data

The Privacy Ordinance provides you with the rights to ascertain whether the Offeror, Mitsubishi UFJ 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 Offeror, Mitsubishi UFJ 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 secretary of the Offeror or the Privacy Compliance Officer of the Registrar (as the case may be).

個人資料

個人資料收集聲明

個人資料(私隱)條例(「私隱條例」)之主要條文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知會閣下有關收購人及股份登記處有關個人資料及私隱條例之政策及實務做法。

1. 收集閣下個人資料之原因

倘閣下欲就閣下之股份而接納收購建議，則閣下須提供所需之個人資料。若未能提供所需資料，可能會導致閣下之接納不予受理或遭延誤。這亦可能妨礙或阻延寄發閣下根據收購建議應得之代價。

2. 資料用途

閣下於本表格所提供之個人資料可以任何方式被採用、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及過戶表格所呈列之條款及申請程序而作出；
- 進行或協助進行核對簽名，以及核對或交換任何其他資料；
- 送遞收購人、三菱日聯及/或其各自之附屬公司或代理人所發出之通訊；
- 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；
- 與收購人、三菱日聯及/或其各自之控股公司、附屬公司或代理人及/或股份登記處之業務有關之任何其他用途；及
- 與上述有關之任何其他附帶或相關用途及/或令收購人及三菱日聯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之任何其他用途。

3. 向他人提供個人資料

本表格所載之個人資料將會保密，但收購人、三菱日聯及/或股份登記處可能會作出必要之查詢以確定個人資料之準確性，以便資料可作任何上述用途，尤其可能會向下列任何及所有人士及實體披露、取得或提供該等個人資料(不論在香港或香港以外地方)：

- 收購人、三菱日聯、彼等各自之控股公司、附屬公司或代理人及/或股份登記處；
- 任何向股份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；
- 與閣下有業務往來或將有業務往來之任何其他人士或機構，例如銀行、律師、會計師或股票經紀；及
- 收購人、三菱日聯及/或股份登記處在該情況下認為必需或適當之任何其他人士。

閣下簽署本表格即表示同意上述各項。

4. 查閱及更正個人資料

私隱條例賦予閣下權利確定收購人、三菱日聯及/或股份登記處是否持有閣下之個人資料，以索取資料副本及更正任何不確資料。根據私隱條例，收購人、三菱日聯及/或股份登記處有權就處理任何查閱資料之查詢收取合理費用。所有關於查閱資料或更正資料或查閱關於政策及實務做法及所持之資料類別之查詢，應向收購人之公司秘書或股份登記處屬下之私隱條例事務主任(視乎情況而定)提出。

THIS FORM OF ACCEPTANCE AND TRANSFER IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt as to any aspect of this form 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 Shares, you should at once hand this Form of Acceptance and Transfer and the accompanying Composite Offer Document dated 5 February 2007 to the purchaser(s) or transferee(s) or to the bank or 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 the transferee(s).

The Offer is unconditional. This Form of Acceptance and Transfer should be read in conjunction with the accompanying Composite Offer Document.

How to Complete this Form

- To accept the Offer made by Mitsubishi UFJ Securities (HK) Capital Limited ("Mitsubishi UFJ") on behalf of Luck Continent Limited ("Offeror") to acquire your Shares, you should complete and sign this form overleaf and forward this entire form together with the relevant Share certificate(s) and/or transfer receipts 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 intend to accept the Offer, by post or by hand marked "Foundation Group Limited Offer" on the envelope, to the Registrar, Secretaries Limited at 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong as soon as possible and in any event so as to reach the Registrar by no later than 4.00 p.m. (Hong Kong time) on Monday, 26 February 2007 (or such later time and/or date as the Offeror may determine and announce in accordance with the Takeovers Code). The provisions of Appendix I to the Composite Offer Document are incorporated into and form part of this Form of Acceptance and Transfer. Shareholders are advised to read the Composite Offer Document before completing this Form of Acceptance and Transfer. All words and expressions defined in the Composite Offer Document shall, unless the context otherwise requires, have the same meanings when used in this Form of Acceptance and Transfer.
- You are required to insert the total number of Shares for which the Offer is accepted in the "TOTAL NUMBER OF SHARES TO BE TRANSFERRED" box on page 1. If no number is inserted or a number in excess of your registered holding of Shares is inserted on this Form of Acceptance which you return to the Registrar, you will be deemed to have accepted the Offer in respect of your entire registered holding of the Shares.
- If you are holding the Shares on behalf of another person as nominee or otherwise or if your Shares have been lodged through CCASS, you should refer to the section headed "Procedures for Acceptance" in Appendix I to the Composite Offer Document in particular as to the matters which you should consider.
- If this Form of Acceptance and Transfer is not completed strictly in accordance with the instructions set out in this Form of Acceptance and Transfer, the Offeror reserves the right to treat this Form of Acceptance and Transfer as valid to the extent that it deems this Form of Acceptance and Transfer to have been completed in accordance with such instructions as may appear to the Offeror to be your intentions.

Form of Acceptance and Transfer in respect of the Offer

To: The Offeror and Mitsubishi UFJ

- My/Our execution of this Form of Acceptance and Transfer (whether or not such form is dated and which shall be binding on my/our successors and assignees) shall constitute:
 - my/our irrevocable acceptance of the Offer made by Mitsubishi UFJ on behalf of the Offeror, as contained in the Composite Offer Document for the consideration and on and subject to the terms and condition therein and herein mentioned (including the terms and conditions set out under the heading "How to Complete this Form"), in respect of the number of Shares specified in this Form of Acceptance and Transfer or, if no such number is specified, or a greater number is specified than I/we am/are registered as the holders of, in respect of all such Shares of which I/we am/are registered as the holder(s);
 - my/our irrevocable instruction and authority to the Offeror and/or Mitsubishi UFJ or their respective agent(s) to collect from the Registrar on my/our behalf the Share certificate(s) in respect of Shares 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 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 was/they were Share certificate(s) delivered to the Registrar together with this Form of Acceptance and Transfer;
 - my/our irrevocable instruction and authority to the Offeror and/or Mitsubishi UFJ 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, after deducting all 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(s) named below or, if no name(s) and/or address is/are stated below, to the first-named transferor at the address shown in the register of members of the Company;

(Note: Insert here 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: (in block capitals) _____

- my/our irrevocable instruction and authority to each of the Offeror and/or Mitsubishi UFJ and/or the Registrar or such person or persons as they 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 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 and Transfer in accordance with the provisions of that Ordinance;
 - my/our instruction and authority to each of the Offeror and/or Mitsubishi UFJ and such person or persons as either of them may direct to complete, amend and execute any document on my/our behalf including but without limitation to insert a date in this Form of Acceptance and Transfer and to duly complete this Form of Acceptance and Transfer in accordance with the section entitled "How to Complete this Form" above 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 vesting in the Offeror such person or persons as it may direct my/our Shares tendered for acceptance of the Offer;
 - 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 of the Offer to the Offeror 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 attaching to them, including the right to receive in full all dividends and other distributions, if any, declared, made or paid after the date of the Joint Announcement;
 - my/our agreement that subject to the right to deduct from the amount payable to me/us, ad valorem stamp duty, the settlement of the consideration to which I/we will be entitled under the Offer will be implemented in full in accordance with the terms of the Offer without regard to any lien, right of set-off, counterclaim or other analogous right to which the Offeror may otherwise be, or claim to be, entitled against me/us;
 - my/our agreement to ratify each and every act or thing done or effected by the Offeror and/or Mitsubishi UFJ and/or the Registrar or their respective agent(s) or such person or persons as it/they may direct on the exercise of any of the authorities contained herein; and
 - my/our appointment of any of the Offeror and/or Mitsubishi UFJ as my/our irrevocable attorney in respect of all the Shares to which this Form of Acceptance and Transfer relates.
- I/We understand that acceptance of the Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror and Mitsubishi UFJ that the Shares held by me/us to be acquired under the Offer are sold free from all third party rights, liens, claims, charges, equities and encumbrances and together with all rights attaching thereto including the rights to receive all future dividends or other distributions declared, paid or made on the Shares on or after the date of the Joint Announcement.
 - In the event the Offer lapses or in the event the Offeror exercises its discretion to treat my/our acceptance as invalid in accordance with the terms of the 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 Share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities in respect thereof), together with this Form of Acceptance and Transfer duly cancelled, by ordinary post at my/our risk to the person named above for the receipt of any cheque 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 address shown in the register of members of the Company. Where I/we have sent one or more transfer receipt(s) and in the meantime the relevant Share certificate(s) has/have been collected by the Offeror and/or Mitsubishi UFJ or their respective agent(s) from the Company or the Registrar on my/our behalf, I/we will be sent such Share certificate(s) at my/our risk in lieu of the transfer receipt(s).
 - 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 in respect thereof) for the whole/part of my/our holding of Shares which is/are to be held by you on the terms and condition of the Offer. I/We understand that no acknowledgement of receipt of any Form of Acceptance and Transfer or any Share certificate(s) and/or any other documents will be given.
 - I/We hereby warrant and represent to you that, I am/we are the registered Shareholder(s) of the number of Shares specified in this form and I/we have the full right, power and authority to sell and pass the title and ownership of such Shares to the Offeror by way of acceptance of the Offer.
 - I/We irrevocably undertake, represent, warrant and agree to and with the Offeror and Mitsubishi UFJ (so as to bind my/our successors and assignees) that, in respect of Shares in respect of which the Offer has been accepted, or is deemed to have been accepted, which acceptance has not been validly withdrawn, and which have not been registered in the name of the Offeror as it may direct:
 - 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 Offeror at its registered office;
 - an irrevocable authority to the Offeror and/or its agents to sign any consent to short notice of a general meeting 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 general meetings and separate class meetings of the Company or its members or any of them (and any adjournments 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
 - 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 or separate class meeting and, subject as aforesaid, to the extent I/we have previously appointed a proxy, other than the Offeror its nominee or appointee, for or to attend general meetings or separate class meetings, I/we hereby expressly revoke such appointment.
 - I/We acknowledge that, save as expressly provided in the Composite Offer Document and in this Form of Acceptance and Transfer, all the acceptance, instructions, authorities and undertakings hereby given shall be unconditional and irrevocable.

No acknowledgement of receipt for any Forms of Acceptance and Transfer, Share certificate(s), transfer receipts and/or any other document(s) of title and/or any indemnities in respect of loss thereof will be given.

本接納及過戶表格乃重要文件，請即處理。閣下如對本表格任何方面或應採取之行動有任何疑問，應諮詢閣下之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股份，應立即將本接納及過戶表格連同隨附於二零零七年二月五日刊發之綜合收購建議文件送交買主或承讓人，或經手買賣或轉讓之銀行或持牌證券交易商或註冊證券機構或其他代理人，以便轉交買主或承讓人。

收購建議是無條件的。本接納及過戶表格須與隨附之綜合收購建議文件一併閱讀。

如何填寫本表格

- 閣下如欲接納由三菱日聯證券(香港)資本有限公司(「三菱日聯」)代表Luck Continent Limited(「收購人」)所作出之收購建議，以收購閣下之股份，請填妥並簽署本表格背頁，並將本表格整份連同不少於閣下擬接納收購建議所涉及之股份數目之有關股票及／或過戶收據及／或任何其他所有權文件(及／或就此所需之任何令人信納之彌償保證)，儘快送交股份登記處秘書商業服務有限公司，地址為香港灣仔皇后大道東28號金鐘匯中心26樓，及無論如何，必須於二零零七年二月二十六日(星期一)下午四時正(香港時間)前(或收購人根據收購守則可能釐定及公佈之較後時間及／或日期)按上述地址送交股份登記處，信封面請註明「基業控股有限公司收購建議」，以郵遞或專人送達。綜合收購建議文件附錄一之條文載於本接納及過戶表格，且構成本接納及過戶表格之一部份。在填妥本接納及過戶表格前，股東須細閱綜合收購建議文件。除文義另有指明外，綜合收購建議文件所界定之所有文字及詞彙與本接納及過戶表格所採用者具相同涵義。
- 閣下須於第一頁之「將予轉讓股份總數」一欄填上接納收購建議之股份總數。如閣下在交回股份登記處之本接納及過戶表格上並未列明數目或所列之數目超過閣下登記持有之股份數目，則閣下將被視作就閣下名下全部登記持有之股份接納收購建議。
- 倘閣下代表另一人士以代名人或其他身份持有股份，或倘閣下之股份已寄存於中央結算系統，則請特別參閱綜合收購建議文件附錄一「接納手續」一節有關閣下應考慮之事宜。
- 倘本接納及過戶表格並未嚴格根據本接納及過戶表格所載之指示填妥，則收購人保留將本接納及過戶表格視為有效之權利，收購人可將本接納及過戶表格視為遵照收購人認為出於閣下意向按照在此所列之指示而填妥。

收購建議之接納及過戶表格

致：收購人及三菱日聯

- 本人／我們簽署本接納及過戶表格(不論該表格有否填上日期及對本人／我們之繼承人及受讓人具約束力)後，應構成：
 - 本人／我們就本接納及過戶表格內所列明之股份數目，或如無指定數目或指定之數目超過本人／我們為登記持有人之數目，則就本人／我們為登記持有人之全數有關股份，按本表格內所述條款及條件(包括「如何填寫本表格」所載之條款及條件)及其在規限下，不可撤銷地接納由三菱日聯代表收購人提出並載於綜合收購建議文件以供考慮之收購建議；
 - 本人／我們不可撤回地指示並授權收購人及／或三菱日聯或其各自之代理人，代表本人／我們從股份登記處領取將根據本人／我們已正式簽署且呈交附載之過戶收據及／或其他所有權文件(如有)(及／或就此所需之任何令人信納之彌償保證)所發行之股份之股票，並將該等股票呈交予股份登記處及授權並指示股份登記處根據收購建議之條款及條件持有該等股票，猶如該等股票連同本接納及過戶表格一併交回股份登記處一樣；
 - 本人／我們不可撤回地指示並授權收購人及／或三菱日聯或其各自之代理人按收購建議之條款，在扣除本人／我們就接納收購建議應付之所有從價印花稅後，以本人／我們為受益人，將本人／我們應得之現金代價以註明「不得轉讓—只准入抬頭人賬戶」之劃線支票，以普通郵遞寄予下列人士(倘下欄未有列出姓名及／或地址，則按貴公司股東名冊所登記之地址寄予排名首位之轉讓人)，有關郵誤風險由本人／我們承擔；

(附註：如收取支票之人士並非登記股東或聯名登記股東之首名人士，則請在本欄填上收件人之姓名及地址。)

姓名：(請用正楷填寫) _____

地址：(請用正楷填寫) _____

 - 本人／我們不可撤回地指示並授權收購人及／或三菱日聯及／或股份登記處或收購人及／或三菱日聯及／或股份登記處就此可能指定之有關人士，代表本人／我們根據收購建議以股份賣方之身份，訂立及簽署香港法例第117章印花稅條例第19(1)條指定須予訂立及簽署之成交單據，並按該條例之條文繳納印花稅及於本接納及過戶表格簽署；
 - 本人／我們指示並授權收購人及／或三菱日聯及彼等指定之有關人士代表本人／我們填妥、修改及簽署任何文件，包括但不限於在本接納及過戶表格填上日期並根據上文「如何填寫本表格」一節填妥本接納及過戶表格，或如本人／我們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，及採取其他任何必要或權宜之行動，使本人／我們為接納收購建議交出之股份能屬收購人或其指定之有關人士所有；
 - 本人／我們承諾於必需或適當時簽署其他文件並處理其他手續，以確保本人／我們為接納收購建議而交出之股份，能過戶予收購人或其指定之人士，連同該等股份隨附之所有權利，包括可全數收取於聯合公佈日期之後就股份所宣派、作出或支付之一切股息及其他分派(如有)，而該等股份概無受留置權、押記、產權負擔、優先購買權及任何性質之任何其他第三方權利約束；
 - 本人／我們同意除了從應予本人／我們之款項中扣除從價印花稅以外，根據收購建議本人／我們將有權收取之代價將全面根據收購建議之條款進行交付，而不理會收購人可能或聲稱有權針對本人／我們之任何留置權、抵銷權、反申索或其他類似權利；
 - 本人／我們同意確認收購人及／或三菱日聯及／或股份登記處或其各自之代理人或收購人及／或三菱日聯及／或股份登記處指定之該等人士在行使本表格所載任何授權時可能作出或完成之各種行動或事宜；及
 - 本人／我們委任收購人及／或三菱日聯任何一位為本人／我們作為與本接納及過戶表格有關之所有股份之不可撤回授權代表。
- 本人／我們明白本人／我們接納收購建議將被視為構成本人／我們向收購人及三菱日聯保證本人／我們持有之股份根據收購建議而售出，概無受所有第三方權益、留置權、申索、押記、衡平權及產權負擔所規限，該等股份乃連同其所附帶之所有權利(包括於聯合公佈刊登之日或之後收取之所有未來股息或就股份所宣派、派付或作出之分派之權利)出售。
- 倘收購建議失效或倘收購人根據收購建議之條款行使其酌情權認為本人／我們之接納屬無效，則上文第1段所載之所有指示、授權及承諾將告失效。在此情況下，本人／我們授權並要求貴公司將本人／我們之股票及／或過戶收據及／或任何其他所有權文件(及／或就此所需之任何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普通郵遞方式一併寄予上文所載為收取支票而列明之人士，如未有列明姓名及地址，則按貴公司股東名冊之登記地址，寄予本人或(如為聯名登記股東)我們當中最先名列之人士，有關郵誤風險由本人／我們承擔。倘本人／我們交回一份或以上之過戶收據，而收購人及／或三菱日聯或其各自之代理人已代表本人／我們於貴公司或股份登記處領取有關股票，則將會向本人／我們寄發該等股票，而非原來之過戶收據，郵誤風險由本人／我們承擔。
- 本人／我們謹此附上貴公司將根據收購建議之條款及條件持有由本人／我們所擁有之全部／部份股份有關股票及／或過戶收據及／或任何其他所有權文件(及／或就此所需之任何令人信納之彌償保證)。本人／我們明白本人／我們不會就任何接納及過戶表格或任何股票及／或任何其他文件獲發收訖回條。
- 本人／我們謹此向貴公司保證及聲明，本人／我們為本表格所指股份數目之登記股東，本人／我們有完全權利、權力及授權以接納收購建議之方式，向收購人出售及轉移該等股份之所有權及擁有權。
- 本人／我們就接納或視為已接納收購建議所涉及之股份，而其接納並未被有效撤回及並無以收購人或其可能指示之人士之名義登記者，向收購人及三菱日聯不可撤回地承諾、聲明、保證及同意(以約束本人／我們之繼承人及受讓人)：
 - 本人／我們授權貴公司及／或其代理人，將須向本人／我們作為貴公司股東寄發之任何通告、通函、認股權證或其他須予寄發之文件或通訊(包括因將該等股份轉為證書形式而發行之任何股票及／或其他所有權文件)，寄發至收購人之註冊辦事處；
 - 不可撤回地授權收購人及／或其代理人代表本人／我們簽署任何同意書，同意縮短股東大會通知期及／或出席及／或簽署該等股份之代表委任表格，以委任收購人提名之任何人士出席貴公司或其任何成員公司或當中任何一家公司之股東大會及個別類別大會(及其任何續會)，以及代表本人／我們行使該等股份附帶之投票權，而該等投票權將以收購人全權酌情釐定之方式作出投票；及
 - 本人／我們協定，在末得收購人之同意下不會行使任何該等權利，以及本人／我們不可撤回地承諾不會就任何股東大會或個別類別大會委任受委代表，或委任受委代表出席該等大會，及在上文所規限下，如本人／我們以往已就股東大會或個別類別大會委任受委代表(而該受委代表並非收購人或其代名人或獲委任人士)出席該等大會，則本人／我們謹此撤回有關委任。
- 本人／我們確認，除綜合收購建議文件及本接納及過戶表格明文規定外，在此作出之所有接納、指示、授權及承諾均為無條件及不得撤回。

本公司將不會就任何接納及過戶表格、股票、過戶收據及／或任何其他所有權文件發出任何收據及／或提供遺失上述文件之任何彌償保證。