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香港交易及結算所有限公司、香港聯合交易所有限公司及香港中央結算有限公司對本接納表格的內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不對因本接納表格全部或任何部份內容而產生或因倚賴該等內容而引致的任何損失承擔任何責任。

Unless the context otherwise requires, terms used in this Form of Acceptance shall bear the same meanings as those defined in the composite offer and response document dated 30 October 2015 (the "Composite Document") jointly issued by China Resources (Holdings) Company Limited, CRH (Enterprise) Limited and China Resources Beer (Holdings) Company Limited.

除文義另有所指外，本接納表格所用詞彙與華潤(集團)有限公司、華潤集團(創業)有限公司及華潤啤酒(控股)有限公司於二零一五年十月三十日聯合刊發的綜合收購建議及回覆文件(「綜合文件」)所界定者具有相同涵義。

To be completed in all respects except the sections marked "Do not complete"

除註明「請勿填寫本欄」的部份外，每項均須填寫

FORM OF ACCEPTANCE

接納表格



華潤啤酒(控股)有限公司
China Resources Beer (Holdings) Company Limited
(Incorporated in Hong Kong with limited liability)
(於香港註冊成立的有限公司)
(Stock Code: 291)
(股份代號: 291)
(the "Company")
(「本公司」)

Share Registrar
Tricor Standard Limited
Level 22, Hopewell Centre,
183 Queen's Road East, Hong Kong

股份過戶登記處
卓佳標準有限公司
香港皇后大道東183號
合和中心22樓

REVISED VOLUNTARY UNCONDITIONAL CASH PARTIAL OFFER BY MERRILL LYNCH (ASIA PACIFIC) LIMITED
AND MORGAN STANLEY ASIA LIMITED
ON BEHALF OF CRH (ENTERPRISE) LIMITED TO ACQUIRE UP TO 484,273,072 SHARES
IN THE CAPITAL OF CHINA RESOURCES BEER (HOLDINGS) COMPANY LIMITED
(REPRESENTING APPROXIMATELY 20 PER CENT. OF ITS ISSUED SHARE CAPITAL)
FROM QUALIFYING SHAREHOLDERS
美林(亞太)有限公司及摩根士丹利亞洲有限公司代表華潤集團(創業)有限公司就向合資格股東收購
華潤啤酒(控股)有限公司股本中最多484,273,072股股份(相當於其已發行股本約20%)
提出經修訂自願無條件部份現金收購建議

TO ACCEPT THE REVISED PARTIAL OFFER (Please refer to the note)
接納經修訂部份收購建議(請參閱附註)
Box A 甲欄

FOR THE CONSIDERATION stated below the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the Share(s) held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the accompanying Composite Document. 根據本表格及隨附的綜合文件所載條款及條件，下列「轉讓人」現按下列代價，將以下註明轉讓人所持有的股份轉讓予下列「承讓人」。		
Number of Shares tendered for acceptance 閣下提呈接納的股份數目	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 CAPITALS) (請用打字機或正楷填寫)	Family name(s) or company name(s) 姓氏或公司名稱	Forename(s) 名字
	Registered address 登記地址	
	Telephone number 電話號碼	
CONSIDERATION 代價	HK\$12.70 in cash for each Share tendered for acceptance and to be taken up by the Offeror (the number of Shares to be taken up by the Offeror is subject to any scaling down in accordance with the terms of the Revised Partial Offer) 以現金港幣12.70元接納每股提呈接納並獲收購人承購的股份(將由收購人承購之股份數目可按經修訂部份收購建議條款作出任何縮減)	
TRANSFEEE 承讓人	Name 名稱:	CRH (Enterprise) Limited 華潤集團(創業)有限公司
	Correspondence address: 通訊地址:	44/F, China Resources Building, 26 Harbour Road, Wanchai, Hong Kong. 香港灣仔港灣道26號華潤大廈44樓
	Occupation 職業:	Corporation 法團
SIGNED by the parties to this transfer, this _____ day of _____, 2015 由轉讓雙方於二零一五年_____月_____日簽署		

Notes: 1 Insert the total number of Shares for which the Revised Partial Offer is accepted. If no number is inserted, your form will be incomplete and will not be accepted. If a number in excess of your registered holding of Shares is inserted, you will have accepted the Revised Partial Offer in respect of your entire registered holding of Shares.

2 The total number of Shares taken up by the Offeror from you will be determined by the total number of Shares tendered for acceptance in accordance with the formula set out in the Composite Document. Fractions of Shares will not be taken up under the Revised Partial Offer. The number of Shares to be purchased from you by the Offeror in respect of your acceptance will be rounded up or down to the nearest whole number at the discretion of the Offeror.

附註: 1 填寫接納經修訂部份收購建議之股份總數。如無填寫數目，閣下的表格將屬不完整並將不獲接納。倘所填寫數目超過閣下所持有之登記持股量，則閣下將被視為已就閣下登記持有之全部股份接納經修訂部份收購建議。

2 收購人自閣下承購的股份總數將就提呈接納的股份總數按載於綜合文件的公式釐定。經修訂部份收購建議項下的零碎股份將不會獲承購。收購人就閣下的接納將向閣下購買的股份數目，將會按收購人的指示調高或調低至最接近的整數。

Please SIGN BELOW ONCE in the capacity as the Transferor(s) to accept the Revised Partial Offer. All joint holders must sign.
Your signature(s) should be witnessed by a person aged 18 or above who is not another joint holder and who must also sign and print his/her name and address where indicated below.
倘閣下接納經修訂部份收購建議，請於下方簽署一次，以作為轉讓人接納經修訂部份收購建議。所有聯名持人均須簽署。
閣下應在另一名並非聯名持有人的18歲或以上人士的見證下簽署，而該人士亦須如下所示簽署及填寫其姓名及地址。

Signed by the Transferor(s) in the presence of:
轉讓人在下列見證人見證下簽署:
SIGNATURE OF WITNESS 見證人簽署

ALL JOINT HOLDERS MUST SIGN HERE
所有聯名持人均須於本欄簽署

NAME OF WITNESS 見證人姓名	Signature(s) of Transferor(s)/ Company chop, if applicable 轉讓人簽署/ 公司印鑑(如適用)
Address of Witness 見證人地址	
Occupation of Witness 見證人職業	
SIGNED this _____ day of _____, 2015 於二零一五年_____月_____日簽署	

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 on behalf of 代表 CRH (Enterprise) Limited 華潤集團(創業)有限公司 Correspondence address: 44/F, China Resources Building, 26 Harbour Road, Wanchai, Hong Kong. 香港灣仔港灣道26號華潤大廈44樓
SIGNATURE OF WITNESS 見證人簽署	通訊地址:
NAME OF WITNESS 見證人姓名	Occupation 職業: Corporation 法團
Address of Witness 見證人地址	Authorised Signatory(ies): 授權簽署人:
Occupation of Witness 見證人職業	
Date of Transfer 轉讓日期	Signature of Transferee 承讓人簽署

* for identification purpose only 僅供識別

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

If you are in any doubt as to any aspect of this Form of Acceptance or as to the action to be taken, you should consult your licensed securities dealer or registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser. If you have sold or otherwise transferred all your Shares, you should at once hand this Form of Acceptance and the accompanying Composite Document to the purchaser(s) or transferee(s), 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). Only one Form of Acceptance will be accepted from each Qualifying Shareholder by the Share Registrar.

The Revised Partial Offer is in respect of a company incorporated and listed in Hong Kong and is therefore subject to the procedure and disclosure requirements of laws, regulations and rules in Hong Kong which may be different to those in other jurisdictions. The ability of Qualifying Shareholders who are citizens, residents or nationals of jurisdictions outside of Hong Kong to participate in the Revised Partial Offer may be subject to the laws and regulations of the relevant jurisdictions. Such Qualifying Shareholders may be prohibited from participating in the Revised Partial Offer. It is the responsibility of each such Qualifying Shareholder to satisfy himself/herself/itself as to the full observance of the laws and regulations of the relevant jurisdiction in connection therewith, including obtaining any governmental, exchange control or other consents, or filing and registration and the payment of any transfer or other taxes due from such Qualifying Shareholder in such relevant jurisdictions.

Any acceptance of the Revised Partial Offer by any Qualifying Shareholder who is a resident or citizen of a jurisdiction outside Hong Kong will be deemed to constitute a representation and warranty from such Qualifying Shareholder to CRH, the Offeror, BofAML, Morgan Stanley, the Company and the Share Registrar that (i) all local laws and requirements in connection with such acceptance have been complied with and (ii) the Revised Partial Offer can be accepted by such Qualifying Shareholder under the laws and regulations of the relevant jurisdiction and such acceptance shall be valid and binding in accordance with all applicable laws and regulations. Qualifying Shareholders should consult their professional advisers if in doubt.

This Form of Acceptance should be read in conjunction with the Composite Document. All words and expressions defined in the Composite Document shall, unless the context otherwise requires, have the same meanings when used in this form.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

You should read the Composite Document before completing this form. To accept the Revised Partial Offer made by BofAML and Morgan Stanley for and on behalf of the Offeror at HK\$12.70 per Share in cash, you should duly complete and sign this form and forward this entire form, together with the 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) (if applicable) for not less than the number of Shares in respect of which you wish to accept the Revised Partial Offer, by post or by hand to the Share Registrar at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong in an envelope marked "China Resources Beer (Holdings) Company Limited – Revised Partial Offer" as soon as possible after receipt of this Form of Acceptance but in any event so as to reach the Share Registrar by no later than 4:00 p.m. (Hong Kong time) on Wednesday, 2 December 2015 (being the Closing Date). Unless the Revised Partial Offer is revised in accordance with the Code, no Form of Acceptance received after the Closing Date will be accepted. The Offeror will not extend the Revised Partial Offer beyond the Closing Date.

If you require any assistance in completing this Form of Acceptance or have any enquiries regarding the procedures for tendering and settlement or any other similar aspect of the Revised Partial Offer, please contact the Share Registrar at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong or at its hotline at +852 2980 1333.

FORM OF ACCEPTANCE IN RESPECT OF THE REVISED PARTIAL OFFER

To: CRH, the Offeror, BofAML and Morgan Stanley

To: The Company and the Share Registrar

1. My/Our execution of this Form of Acceptance shall also be binding on my/our successors and assignees, and shall constitute:

- (a) my/our acceptance of the Revised Partial Offer made by BofAML and Morgan Stanley for and on behalf of the Offeror in respect of the number of Shares inserted in Box A of this form and subject to the terms and conditions set out or referred to in the Composite Document and this Form of Acceptance, and such acceptance shall be irrevocable except in the circumstances that such accepting Shareholder is granted a right to withdraw in accordance with Rule 19.2 of the Code;
- (b) my/our irrevocable instruction and authority to each of CRH, the Offeror, BofAML and Morgan Stanley or their respective agent(s) to send a cheque marked "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 Revised Partial Offer (taking into account of any scaling down of my/our acceptance, stamp duty and the fees payable to the Share Registrar in respect of lost or unavailable Share certificates) and (if applicable) any 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) (if applicable) for Shares not taken up by the Offeror by ordinary post at my/our own risk to me or the first-named of us (in the case of joint registered Shareholders) at the registered address shown in the Register or, if different, to the name and address of the person stated below;

(Insert name and address of the person to whom the cheque should be sent (if different from the registered Shareholder or the first-named of joint registered Shareholders))

Name: (in block capitals)

Address: (in block capitals)

- (c) my/our irrevocable instruction and authority to each of CRH, the Offeror, BofAML, Morgan Stanley 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 Revised Partial Offer and to cause the same to be stamped and to cause an endorsement to be made on this Form of Acceptance in accordance with the provisions of that Ordinance;
- (d) my/our irrevocable instruction and authority to each of CRH, the Offeror, BofAML, Morgan Stanley and/or such person or persons as any of them may direct to complete, amend and execute this Form of Acceptance and/or any document on my/our behalf in connection with my/our acceptance of the Revised Partial Offer and to do any other acts or things that may be necessary, expedient or desirable for the purpose of vesting in the Offeror and/or such person or persons as it may direct my/our Share(s) tendered for acceptance under the Revised Partial Offer;
- (e) my/our understanding that my/our execution of this Form of Acceptance shall be deemed to constitute acceptance of the Revised Partial Offer on and subject to the terms set out or referred to in the Composite Document and this Form of Acceptance, including any revision of the terms of such Revised Partial Offer, in the case of any revision, where the Revised Partial Offer is revised and the consideration offered under such revised Revised Partial Offer does not represent on such date (on such basis as BofAML and Morgan Stanley, on behalf of the Offeror may consider appropriate) a reduction in the value of the Revised Partial Offer in its original or any previously revised form(s). Also my/our instruction and authority to each of CRH, the Offeror, and the Share Registrar or their respective agent(s) or such person(s) as any of them may direct for the purpose, to accept any such revised Revised Partial Offer on my/our behalf and to execute on my/our behalf and in my/our name all such further documents (if any) as may be required to give effect to such acceptance;
- (f) my/our undertaking to execute such deeds and documents and to do such acts and things as the Offeror may consider to be necessary, expedient or desirable to implement or to give effect to my/our acceptance of the Revised Partial Offer including, without limitation, to transfer my/our Share(s) tendered for acceptance under the Revised Partial Offer to the Offeror or such person or persons as it may direct free from all liens, charges, options, claims, equities, adverse interests, third party rights or encumbrances whatsoever but together with all rights and benefits accruing and attaching thereto as at or after the Closing Date, including all rights to any dividend or other distributions declared, made or paid by reference to a record date on or after the Closing Date and/or to perfect any of the authorities expressed to be given hereunder; and
- (g) my/our irrevocable instruction and authority to CRH, the Offeror, BofAML, Morgan Stanley, any of their respective agent(s) and such other person(s) as any of them may direct to collect from the Company or the Share Registrar 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 (and/or satisfactory indemnity or indemnities required in respect thereof) (if applicable), which has/have been duly signed by me/us, and to deliver the same to the Share Registrar and to authorise and instruct the Share Registrar to hold such Share certificate(s) subject to the terms and conditions of the Revised Partial Offer as if it/they were Share certificate(s) delivered to the Share Registrar together with this Form of Acceptance;

2. I/We understand that acceptance of the Revised Partial Offer by me/us will be deemed to constitute a warranty by me/us to CRH, the Offeror, BofAML, Morgan Stanley, the Company and the Share Registrar that the number of Share(s) specified in this Form of Acceptance will be fully paid and sold free from all liens, charges, options, claims, equities, adverse interests, third party rights or encumbrances whatsoever but together with all rights and benefits accruing and attaching thereto as at or after the Closing Date, including all rights to any dividend or other distributions declared, made or paid by reference to a record date on or after the Closing Date.

3. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the Revised Partial Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease in which event, I/we authorise and request CRH, the Offeror, BofAML, Morgan Stanley, the Company, the Share Registrar and/or such person or persons as any of them may direct to return to me/us my/our Share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities requested in respect thereof) (if applicable), together with this form duly cancelled, by ordinary post at my/our own risk to the person named in paragraph 1(b) above or, if no name or 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.

Note: 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 any of CRH, the Offeror, BofAML, Morgan Stanley and/or any of their agent(s) from the Company or the Share Registrar on my/our behalf, I/we hereby acknowledge that such Share certificate(s) in lieu of the transfer receipt(s) will be returned to me/us.

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) (if applicable) for the whole or part of my/our holding of Share(s) which are to be held by CRH, the Offeror, BofAML, Morgan Stanley, the Share Registrar and/or such person or persons as any of them may direct on the terms and conditions of the Revised Partial Offer. I/We understand that no acknowledgement of receipt of any Form(s) of Acceptance, 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) (if applicable) will be given. I/we further understand that all documents will be sent by ordinary post at my/our own risk.

5. I/We represent and warrant to each of CRH, the Offeror, BofAML, Morgan Stanley, the Company, the Share Registrar and/or such person or persons as any of them may direct that I am/we are the registered Shareholder(s) of the number of Share(s) specified in this Form of Acceptance and I/we have the full power and authority to tender, sell, assign and transfer all my/our Share(s) (together with all rights accruing or attaching thereto) specified in this Form of Acceptance to the Offeror by way of acceptance of the Revised Partial Offer.

6. It is the responsibility of each Qualifying Shareholder who is a citizen, resident or national of a jurisdiction outside of Hong Kong to satisfy himself/herself/itself as to the full observance of the laws and regulations of the relevant jurisdiction in connection therewith, including obtaining any governmental, exchange control or other consents, or filing and registration and the payment of any transfer or other taxes due from such Qualifying Shareholder in such relevant jurisdictions.

7. Any acceptance of the Revised Partial Offer by any Qualifying Shareholder who is a resident or citizen of a jurisdiction outside Hong Kong will be deemed to constitute a representation and warranty from such Qualifying Shareholder to CRH, the Offeror, BofAML, Morgan Stanley, the Company and the Share Registrar that (i) all local laws and requirements in connection with such acceptance have been complied with and (ii) the Revised Partial Offer can be accepted by such Qualifying Shareholder under the laws and regulations of the relevant jurisdiction and such acceptance shall be valid and binding in accordance with all applicable laws and regulations.

8. I/We acknowledge that, save as expressly provided in the Composite Document and this Form of Acceptance, all acceptances, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.

本接納表格乃重要文件，請即處理。

閣下如對本接納表格之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。 閣下如已售出或以其他方式轉讓名下所有股份，應立即將本接納表格及隨附之綜合文件送交買主或承讓人、持牌證券交易商或註冊證券機構，或經手買賣或轉讓之其他代理商，以便轉交買主或承讓人。股份過戶登記處僅接納每名合資格股東遞交一份接納表格。

經修訂部份收購建議與在香港註冊成立及上市之公司有關，故須遵守香港的法律、法規及規則的程序及披露規定，或有別於其他司法權區。屬香港以外司法權區之市民、居民或公民之合資格股東參與經修訂部份收購建議之能力可能須受限於相關司法權區之法律及法規。有關之合資格股東可能被禁止參與經修訂部份收購建議。有關之合資格股東須自行負責全面遵守相關司法權區之法律或規例，包括取得任何政府、外匯管制或其他同意、或遵守歸檔及登記規定，且於該等司法權區之有關合資格股東應繳付任何過戶或其他稅項。

屬香港以外司法權區的居民或市民的任何合資格股東對經修訂部份收購建議的任何接納將被視為構成有關合資格股東向華潤集團、收購人、美銀美林、摩根士丹利、本公司及股份過戶登記處作出的聲明及保證，即(i)已遵守所有有關接納的當地法律及規定以及(ii)有關合資格股東可根據相關司法權區的法律及法規接納經修訂部份收購建議，而該等接納將根據一切適用法律及規定屬有效及具約束力。合資格股東如有任何疑問應諮詢彼等的專業顧問。

本接納表格應與綜合文件一併閱讀。除另有指明外，本表格所用詞彙與綜合文件內所界定者具有相同涵義。

如何填寫本接納表格

閣下務請細閱綜合文件後方填寫本表格。 閣下如接納由美銀美林及摩根士丹利代表收購人提出每股股份港幣12.70元現金之經修訂部份收購建議， 閣下應填妥及簽署本表格，並將整份本表格連同不少於 閣下欲接納經修訂部份收購建議之股份數目之股票、過戶收據及／或任何其他所有權文件(及／或就此所需的任何令人信納之一份或多份彌償保證書)(如適用)，於收到接納表格後儘快以郵遞或專人送遞方式送交股份過戶登記處，地址為香港皇后大道東183號合和中心22樓，信封面註明「華潤啤酒(控股)有限公司—經修訂部份收購建議」，惟無論如何須於二零一五年十二月二日(星期三)(即截止日期)下午四時正(香港時間)前送交股份過戶登記處。除非經修訂部份收購建議根據《收購守則》獲修訂，否則於截止日期後收到之接納表格將不獲受理。收購人不會將經修訂部份收購建議延長到截止日期後。

閣下如對填寫本接納表格需要任何協助或對經修訂部份收購建議之提呈及交收程序或任何其他類似方面有任何查詢，請聯絡股份過戶登記處，地址為香港皇后大道東183號合和中心22樓，或致電其熱線+852 2980 1333。

經修訂部份收購建議之接納表格

致：華潤集團、收購人、美銀美林及摩根士丹利

致：本公司及股份過戶登記處

1. 本人／吾等一經簽署本接納表格，本人／吾等之繼任人及受讓人亦將受此約束，並構成：

(a) 本人／吾等遵循綜合文件及本接納表格所載或所指條款及條件，就本接納表格甲欄所指明之股份數目接納由美銀美林及摩根士丹利代表收購人提出之經修訂部份收購建議，而該項接納不可撤銷，惟該名接納之股東根據《收購守則》規則19.2獲授撤回權利之情況則除外；

(b) 本人／吾等不可撤回地指示及授權華潤集團、收購人、美銀美林及摩根士丹利或彼等各自之代理，各自將本人／吾等根據經修訂部份收購建議之條款應收之現金代價以「不得轉讓—只准入抬頭人賬戶」方式劃線開出之支票(經計及本人／吾等之接納任何縮減部份、印花稅及就遺失或未能出示股票而向股份過戶登記處應付之費用)及(如適用)未獲收購人承購之股份之任何股票、過戶收據及／或任何其他所有權文件(及／或就此所需的任何令人信納之一份或多份彌償保證書)(如適用)，以普通郵遞方式寄至本人或(如屬聯名註冊股東)吾等之排名首位者在股東名冊所示之註冊地址，或如有不同則寄至下文所列人士及地址，有關郵遞風險概由本人／吾等承擔；

(請在本欄填上應收取支票人士之姓名及地址(如與註冊股東或排名首位者之聯名註冊股東之姓名及地址不同))

姓名：(請用正楷填寫).....

地址：(請用正楷填寫).....

(c) 本人／吾等不可撤回地指示及授權華潤集團、收購人、美銀美林、摩根士丹利及／或彼等任何一方可就此指定之一名或多名有關人士，各自代表本人／吾等訂立及簽立按香港法例第117章《印花稅條例》第19(1)條規定本人／吾等作為根據經修訂部份收購建議出售股份之賣方而須訂立及簽立之成交單據，並按該條例之規定安排該單據加蓋印花及安排在本接納表格背書證明；

(d) 本人／吾等不可撤回地指示及授權華潤集團、收購人、美銀美林、摩根士丹利及／或彼等任何一方可能指定之一名或多名有關人士，各自代表本人／吾等填妥、修訂及簽署本接納表格及／或任何有關本人／吾等接納經修訂部份收購建議之文件，以及採取或作出任何其他必要、權宜或適宜之行動或事宜，以將本人／吾等根據經修訂部份收購建議而提呈接納之股份，歸屬於收購人及／或其可能指定之一名或多名有關人士；

(e) 本人／吾等明白本人／吾等簽署本接納表格即被視為根據及遵守綜合文件及本接納表格所載或所指之條款(包括該經修訂部份收購建議之條款之任何修訂)構成接納經修訂部份收購建議，而就任何修訂而言，倘經修訂部份收購建議經修訂而該修訂後之經修訂部份收購建議提呈之代價，並不代表經修訂部份收購建議之價值在該日(按美銀美林及摩根士丹利(代表收購人)認為適當之基準)較原訂或任何原先經修訂形式之價值減少。同時，本人／吾等指示及授權華潤集團、收購人及股份過戶登記處或彼等各自之代理，或彼等任何一方可能就此指定之人士，各自代表本人／吾等接納任何此等經修訂之經修訂部份收購建議及代表本人／吾等以本人／吾等之名義簽署所有該等進一步文件(如有)以就此項接納生效；

(f) 本人／吾等承諾簽署該等契據及文件及採取或作出就本人／吾等接納經修訂部份收購建議執行或生效而言收購人可能認為屬必要、權宜或適宜之行動及事宜，包括但不限於將本人／吾等根據經修訂部份收購建議提呈接納之股份轉讓予收購人或其可能指定之一名或多名有關人士，而不附帶一切留置權、押記、購股權、申索權、衡平權、不利權益、第三方權利及任何形式的產權負擔，但連同於截止日期或之後累算或附帶之一切權利及利益，包括收取取參照於截止日期或之後的記錄日期宣派、作出或派付之任何股息或其他分派及／或完備據此明確獲授予的任何授權；及

(g) 本人／吾等不可撤回地指示及授權華潤集團、收購人、美銀美林、摩根士丹利、彼等任何各自之代理及彼等任何一方可能指定的其他人士，代表本人／吾等憑藉交回經本人／吾等正式簽署之隨附過戶收據及／或其他所有權文件(及／或就此所需的任何令人信納之一份或多份彌償保證書)(如適用)以從本公司或股份過戶登記處領取就股份將發行予本人／吾等之股票，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經修訂部份收購建議之條款及條件持有該(等)股票，猶如該(等)股票已連同本接納表格一併送交股份過戶登記處；

2. 本人／吾等明白本人／吾等接納經修訂部份收購建議，將被視為構成本人／吾等向華潤集團、收購人、美銀美林、摩根士丹利、本公司及股份過戶登記處保證本接納表格所註明的股份數目將獲繳足，並將在不附帶一切留置權、押記、購股權、申索權、衡平權、不利權益、第三方權利及任何形式的產權負擔的情況下出售，但連同於截止日期或之後累算或附帶之一切權利及利益，包括收取取參照於截止日期或之後的記錄日期宣派、作出或派付之任何股息或其他分派之權利。

3. 倘根據經修訂部份收購建議之條款，本人／吾等之接納無效或被視作無效，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／吾等授權並要求華潤集團、收購人、美銀美林、摩根士丹利、本公司、股份過戶登記處及／或彼等任何一方可能指定之一名或多名人士，向本人／吾等退還本人／吾等之股票及／或過戶收據及／或其他所有權文件(及／或就此所需的任何令人信納之一份或多份彌償保證書)(如適用)，並連同已正式註銷之本表格，一併以普通郵遞方式郵寄予上文第1(b)段所列之人士，或如無列明姓名和地址，則為本人或(如屬聯名註冊股東)吾等當當中名列首位者於股東名冊所示之註冊地址，郵誤風險概由本人／吾等承擔。

附註：倘本人／吾等交回一份或以上過戶收據，而同時華潤集團、收購人、美銀美林、摩根士丹利及／或彼等之任何代理人已代表本人／吾等向本公司或股份過戶登記處領取相關之股票，則本人／吾等謹此承諾該等股票而非過戶收據將退還予本人／吾等。

4. 本人／吾等茲附上將由華潤集團、收購人、美銀美林、摩根士丹利、股份過戶登記處及／或彼等任何一方可能指定之一名或多名人士根據經修訂部份收購建議條款及條件持有之本人／吾等全部或部份股份之相關股票、過戶收據及／或任何其他所有權文件(及／或就此所需的任何令人信納之一份或多份彌償保證書)(如適用)。本人／吾等明白任何接納表格、股票、過戶收據及／或任何其他所有權文件(及／或就此所需的任何令人信納之一份或多份彌償保證書)(如適用)概不獲發收據。本人／吾等亦瞭解所有文件將以普通郵遞方式寄發，郵誤風險概由本人／吾等自行承擔。

5. 本人／吾等向華潤集團、收購人、美銀美林、摩根士丹利、本公司、股份過戶登記處及／或彼等任何一方可能指定之一名或多名人士各自作出聲明及保證，本人／吾等為本接納表格所註明之股份數目之註冊股東，而本人／吾等具有全權及獲授權，以接納經修訂部份收購建議之方式向收購人提呈、出售、轉讓及轉移本接納表格所指本人／吾等之所有股份(連同其所累算或附帶之一切權利)。

6. 屬香港以外司法權區之市民、居民或公民之合資格股東須自行負責全面遵守相關司法權區之法律或規例，包括取得任何政府、外匯管制或其他同意、或遵守歸檔及登記規定，且於該等司法權區之有關合資格股東須繳付任何過戶或其他稅項。

7. 屬香港以外司法權區的居民或市民的任何合資格股東對經修訂部份收購建議的任何接納將被視為構成有關合資格股東向華潤集團、收購人、美銀美林、摩根士丹利、本公司及股份過戶登記處作出的聲明及保證，即(i)已遵守所有有關接納的當地法律及規定以及(ii)有關合資格股東可根據相關司法權區的法律及法規接納經修訂部份收購建議，而該等接納將根據一切適用法律及規定屬有效及具約束力。

8. 本人／吾等確認，除綜合文件及本接納表格明文規定者外，據此作出之所有接納、指示、授權及承諾均屬不可撤回及無條件。

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of CRH, the Offeror, BofAML, Morgan Stanley, the Company and the Share Registrar and in relation to personal data and the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the “Ordinance”).

1. Reasons for the collection of your personal data

In accepting the Revised Partial 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 invalidated, rejected or delayed. It may also prevent or delay the despatch of the consideration to which you are entitled under the Revised Partial 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 or compliance with the terms and application procedures set out in this Form of Acceptance and the Composite Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the relevant register of holders of the Shares;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from CRH, the Offeror, the Company, its agents such as financial advisers, and/or the Share Registrar;
- compiling statistical information and Shareholder profiles;
- establishing benefit entitlements of the Shareholders;
- disclosing relevant information to facilitate claims on entitlements;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- any other purpose in connection with the business of CRH, the Offeror or the Company; and
- any other incidental or associated purposes relating to the above and other purpose to which the Shareholders may from time to time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this Form of Acceptance will be kept confidential but CRH, the Offeror, BofAML, Morgan Stanley, the Company and/or the Share 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:

- CRH, the Offeror, BofAML, Morgan Stanley, the Company, any of their agents and/or advisers and the Share Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to CRH, the Offeror, BofAML, Morgan Stanley, the Company and/or the Share Registrar, in connection with the operation of their businesses;
- any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as your bankers, solicitors, accountants or licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom CRH, the Offeror, BofAML, Morgan Stanley, the Company and/or the Share Registrar consider(s) to be necessary or desirable in the circumstances.

4. Retention of Personal Data

CRH, the Offeror, BofAML, Morgan Stanley, the Company and the Share Registrar will keep the personal data provided in this Form of Acceptance for as long as necessary to fulfil the purposes for which the personal data were collected. Personal data which is no longer required will be destroyed or dealt with in accordance with the Ordinance.

5. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether CRH, the Offeror, BofAML, Morgan Stanley, the Company and/or the Share Registrar holds your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Ordinance, CRH, the Offeror, BofAML, Morgan Stanley, the Company and/or the Share Registrar has/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 CRH, the Offeror, BofAML, Morgan Stanley, the Company or the Share Registrar (as the case may be).

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

個人資料

個人資料收集聲明

本個人資料收集聲明旨在知會閣下有關華潤集團、收購人、美銀美林、摩根士丹利、本公司及股份過戶登記處及有關個人資料及香港法例第486章《個人資料(私隱)條例》(「條例」)之政策及慣例。

1. 收集閣下個人資料之原因

就閣下之股份接納經修訂部份收購建議時，閣下須提供所需之個人資料。倘未能提供所需資料，可能導致閣下之接納在處理時變成無效、遭拒絕受理或受到延誤。同時亦可能妨礙或延遲寄發閣下根據經修訂部份收購建議應得之代價。

2. 用途

閣下於本接納表格提供之個人資料可能使用、持有及／或保存(以任何方式)作下列用途：

- 處理閣下之接納及核實或遵循本接納表格及綜合文件載列之條款及申請手續；
- 登記以閣下名義進行之股份轉讓；
- 存置或更新股份之相關持有人名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 分派來自華潤集團、收購人、本公司、其代理(如財務顧問)及／或股份過戶登記處之通訊；
- 編製統計資料及股東資料；
- 確定股東之受益權利；
- 披露相關資料以便申索權益；
- 根據法律、規則或規例之要求(無論法定或其他規定)作出披露；
- 有關華潤集團、收購人或本公司業務之任何其他用途；及
- 有關上文所述之任何其他附帶或關聯用途，以及股東可能不時同意或獲通知之其他用途。

3. 轉交個人資料

本接納表格提供之個人資料將會保密，惟華潤集團、收購人、美銀美林、摩根士丹利、本公司及／或股份過戶登記處可作出彼等認為必需之查詢，以確認個人資料之準確性，並以達致上述或有關任何上述用途之範圍為限，尤其彼等可向或自下列任何及所有個人及實體披露、獲取或轉交(無論在香港境內或境外地區)該等個人資料：

- 華潤集團、收購人、美銀美林、摩根士丹利、本公司、彼等之任何代理及／或顧問以及股份過戶登記處；
- 為華潤集團、收購人、美銀美林、摩根士丹利、本公司及／或股份過戶登記處提供與其業務營運有關之行政、電訊、電腦、付款或其他服務之任何代理人、承包商或第三方服務供應商；
- 任何監管或政府機構；
- 與閣下進行或建議進行交易之任何其他人士或機構，例如閣下之銀行、律師、會計師或持牌證券交易商或註冊證券機構；及
- 華潤集團、收購人、美銀美林、摩根士丹利、本公司及／或股份過戶登記處認為必需或適當情況下之任何其他人士或機構。

4. 個人資料的保留

華潤集團、收購人、美銀美林、摩根士丹利、本公司及股份過戶登記處將按收集個人資料所需用途保留本接納表格所收集個人資料。毋需保留之個人資料將會根據該條例銷毀或處理。

5. 查閱及更正個人資料

根據條例之規定，閣下有權確定華潤集團、收購人、美銀美林、摩根士丹利、本公司及／或股份過戶登記處是否持有閣下之個人資料、獲取該資料副本、以及更正任何錯誤資料。根據條例，華潤集團、收購人、美銀美林、摩根士丹利、本公司及／或股份過戶登記處有權就辦理獲取任何查閱資料之要求收取合理費用。查閱資料或更正資料或查詢有關政策及措施及所持資料類別之所有要求，應向華潤集團、收購人、美銀美林、摩根士丹利、本公司或股份過戶登記處(視情況而定)提出。

簽署本接納表格後，即表示閣下同意上述各項。