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香港聯合交易所有限公司、香港中央結算有限公司及香港證券及期貨事務監察委員會對本表格內容概不負責，對其準確性或完整性亦不發表任何聲明，並明確表示概不就因本表格全部或任何部份內容而產生或因依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 shall bear the same meanings as those defined in the accompanying composite offer document dated 13 June 2008 (the "Composite Document") issued jointly by S & D International Development Group Limited and Hong Sheng Group Limited.

除文義另有所指外，本表格所用詞語之定義與基仕達國際發展集團有限公司及鴻盛集團有限公司於二零零八年六月十三日聯合刊發之綜合要約文件（「綜合文件」）所界定者具有相同涵義。

WHITE FORM OF ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE OFFER.

白色接納及過戶表格在 閣下欲接納收購建議時適用。



S & D International Development Group Limited

基仕達國際發展集團有限公司

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立之有限公司)

(Stock code 股份代號: 8148)

FORM OF ACCEPTANCE AND TRANSFER OF SHARES OF

HK\$0.01 EACH IN THE ISSUED SHARE CAPITAL OF

S & D INTERNATIONAL DEVELOPMENT GROUP LIMITED

基仕達國際發展集團有限公司已發行股本中

每股面值0.01港元之股份之接納及過戶表格

All parts should be completed 每項均須填妥

Branch Share Registrar : Tricor Tengis Limited
股份登記分處：卓佳登捷時有限公司

Address: 26th Floor, Tesbury Centre,
28 Queen's Road East, Wanchai, Hong Kong
地址：香港皇后大道東28號金鐘匯中心
26樓

FOR THE CONSIDERATION stated below the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the Share(s) specified below subject to the terms and conditions contained herein and in the accompanying Composite Document.

根據本表格及附奉的綜合文件所載條款及條件，下列「轉讓人」現按下列代價，將以下註明之股份轉讓予下列「承讓人」。

Number of Shares(s) (Note) 股份數目 (附註)	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票號碼		
TRANSFEROR(S) name(s) and address in full 轉讓人 全名及地址 (EITHER TYPEWRITTEN 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：	
	Address: 地址：	
		Telephone number: 電話號碼：
CONSIDERATION 代價	HK\$0.271 in cash for each Share 每股股份現金0.271港元	
TRANSFEEE 承讓人	Name 名稱： Registered Office 註冊辦事處：	Hong Sheng Group Limited P.O. Box 957, Offshore Incorporations, Road Town, Tortola, British Virgin Islands Corporation 法人團體
	Occupation 職業：	
SIGNED by the parties to this transfer, this _____ day of _____, 2008 由轉讓雙方於二零零八年_____月_____日簽署		

PLEASE
DO NOT
DATE
請勿填寫日期



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

NAME OF WITNESS 見證人姓名

Address 地址

Occupation 職業

Signature(s) of Transferor(s)
轉讓人簽署

ALL JOINT
HOLDERS MUST
SIGN HERE
所有聯名持有人
均須於本欄
個別簽署



Signed by the Transferor(s) 轉讓人簽署

Do not complete 請勿填寫本欄
For and on behalf of 代表
Hong Sheng Group Limited 鴻盛集團有限公司

Name of Witness 見證人姓名

Authorised Signatory(ies)
授權簽署

Signature(s) of Transferee 承讓人簽署

Note: Insert the total number of Shares for which the Offer is accepted. If no number is inserted or a number in excess of your registered holding of Shares is inserted to this form of acceptance and transfer and you have signed this form, you will be deemed to have accepted the Offer for your entire registered holding of Shares.

附註： 請填上接納收購建議之股份總數。如 閣下並無在本接納及過戶表格上填上數目或所填數目超過 閣下所持之登記股份數量並已簽署本表格，則 閣下將被視為已就名下登記持有之全部股份接納收購建議。

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

If you have sold or transferred all your shares in S & D International Development Group Limited, you should at once hand this form of acceptance and transfer and the accompanying document to the purchaser(s) or the 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 transferee(s).

HOW TO COMPLETE THIS FORM

This form of acceptance and transfer should be read in conjunction with the Composite Document. The defined terms under the section "Definitions" in and the provisions of Appendix I to the Composite Document are incorporated into and form part of this form of acceptance and transfer.

To accept the Offer made by Grand Cathay on behalf of the Offeror, you should complete and sign this form of acceptance and transfer and forward this form, together with the relevant share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for not less than the number of Shares in respect of which you intend to accept the Offer, by post or by hand, to the Registrar, Tricor Tengis Limited, 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong as soon as practicable, but in any event so as to reach the Registrar no later than 4:00 p.m. on Friday, 4 July 2008 (or such later time and/or date as the Offeror may announce with the consent of the Executive).

FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE OFFER

To: Grand Cathay and the Offeror

1. My/Our execution of this form of acceptance and transfer (whether or not such form is dated), which shall be binding on my/our successors and assignees, shall constitute:

- (a) my/our acceptance of the Offer made by Grand Cathay on behalf of the Offeror, as contained in the Composite Document, for the consideration and subject to the terms and conditions therein and herein mentioned, 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 holder(s) thereof, in respect of such number of Shares as to which I/we am/are registered as the holder(s);
- (b) my/our irrevocable instruction and authority to the Offeror, Grand Cathay 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 sellers' 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 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 Company:

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

Name: (in block capitals) _____

Address: (in block capitals) _____

- (c) my/our irrevocable instruction and authority to the Offeror, Grand Cathay 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 Share(s) 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;
 - (d) my/our irrevocable instruction and authority to the Offeror, Grand Cathay or such person or persons as they may direct to complete and execute any document on my/our behalf including without limitation to insert a date in this form of acceptance and 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 vesting in the Offeror or such person or persons as it may direct my/our Share(s) tendered for acceptance of the 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 Share(s) tendered for acceptance under the Offer to the Offeror or such person or persons as it may direct free from all third party rights, liens, charges, equities, adverse interests and encumbrances whatsoever and together with all rights attaching thereto as at the date of the Announcement or subsequently becoming attached to them, including the right to receive all dividends (whether final or interim) and other distributions, if any, declared, made or paid on or after the date of the Announcement;
 - (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror, Grand Cathay or their respective agents or such person or persons as it/they may direct on the exercise of any of the authorities contained herein;
 - (g) my/our irrevocable instruction and authority to the Offeror, Grand Cathay or their respective agent(s) to collect from 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) and/or other document(s) of title (if any) (and/or any satisfactory indemnity or indemnities required in respect thereof), which has/have been duly signed by me/us, and to deliver the same to the 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/they were share certificate(s) delivered to the Registrar together with this form of acceptance and transfer; and
 - (h) my/our appointment of the Offeror and/or Grand Cathay as my/our attorney in respect of all the Share(s) to which this form of acceptance and transfer relates, such power of attorney to take effect from the date and time on which the Offer becomes unconditional in all respects and thereafter be irrevocable.
2. I/We understand that acceptance of the Offer by me/us will constitute a warranty by me/us to the Offeror and Grand Cathay that (i) the number of Share(s) specified in this form of acceptance and transfer will be sold free from all third party rights, liens, charges, equities, adverse interests and encumbrances whatsoever and together with all rights attaching thereto as at the date of the Announcement or subsequently becoming attached to them, including the right to receive all dividends (whether final or interim) and other distributions, if any, declared, paid or made on or after the date of the Announcement; and (ii) if my/our registered address is located in a jurisdiction outside Hong Kong, I/we have fully observed the laws of all relevant jurisdictions, obtained all requisite governmental, exchange control or other consents, complied with all necessary formalities or legal requirements and paid any transfer or other taxes by whomsoever payable, that I/we have not taken or omitted to take any action which will or may result in Company, the Offeror or Grand Cathay or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Offer or my/our acceptance thereof, and am/are permitted under all applicable laws to receive and accept the 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, or is treated 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 other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), together with this form of acceptance and transfer duly cancelled, by ordinary post at my/our risk to the person and address stated in paragraph 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 the Offeror, Grand Cathay 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 Share(s) which are to be held by you on the terms and conditions of the Offer. I/We understand that no acknowledgement of receipt of any 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 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 Offeror by way of acceptance of the Offer.
6. I/We warrant to the Offeror and Grand Cathay 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 which may be required and the compliance with necessary formalities or legal requirements.
7. I/We warrant to the Offeror and Grand Cathay that I/we shall be fully responsible for payment of any transfer or other taxes or duties payable in respect of the relevant jurisdiction where my/our address is stated in the register of members of the Company.

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror and the Registrar 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

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.

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 or compliance with the terms and application procedures set out in this form and the Composite 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 verifications, and any other verification or exchange of information;
- distributing communications from the Offeror and/or its holding companies, subsidiaries or agents such as the advisers and the Registrar;
- compiling statistical code information and shareholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- any other purpose in connection with the business of the Offeror and/or the Registrar; 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 will be kept confidential but the Offeror and 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's advisers and/or agent(s), such as the financial advisers and 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 your bankers, solicitors, accountants, licensed securities dealers or registered institution in securities; and
- any other persons or institutions whom the Offeror or the Registrar considers to be necessary or desirable in the circumstances.

4. Access to and correction of personal data

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

BY SIGNING THIS FORM YOU AGREE TO ALL OF THE ABOVE

個人資料

收集個人資料聲明

本收集個人資料聲明旨在知會閣下有關於收購人及登記處關於個人資料及香港法例第486章個人資料(私隱)條例(「該條例」)的政策及慣例。

1. 收集閣下個人資料的原因

如欲就閣下之股份接納收購建議，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。

2. 用途

閣下於本表格提供的個人資料可能會用作、持有及／或保存(以任何方式)作下列用途：

- 處理閣下的接納申請及核實或遵循本表格及綜合文件載列的條款及申請程序；
- 登記以閣下名義的股份的轉讓；
- 保存或更新有關股份的股東名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 自收購人及／或其控股公司、附屬公司或代理人(如顧問及登記處)發佈通訊；
- 編製統計代碼資料及股東資料；
- 按法例、規則或規例(無論法定或其他規定)作出披露；
- 有關收購人及／或登記處業務的任何其他用途；及
- 有關上文所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其他用途。

3. 轉交個人資料

本表格提供的個人資料將作為機密資料妥當保存，惟收購人及登記處為達致上述或有關任何上述的用途，可能作出彼等認為必需的查詢，以確認個人資料的準確性，尤其可能披露、獲取或轉交(無論在香港或香港以外地區)該等個人資料予下列任何及所有個人及實體，或獲下列任何及所有個人及實體披露、獲取或轉交(無論在香港或香港以外地區)該等個人資料：

- 收購人顧問及／或代理，如財務顧問及登記處；
- 為登記處的業務經營提供行政、電訊、電腦、付款或其他服務的任何代理、承包商或第三方服務供應商；
- 任何監管或政府機構；
- 與閣下進行交易或建議進行交易的任何其他人士或機構，如閣下的銀行、律師、會計師、持牌證券交易商或註冊證券機構；及
- 收購人及登記處認為當時必需或合適的任何其他個人或機構。

4. 獲取及更正個人資料

根據該條例的規定，閣下可確認收購人及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。依據該條例的規定，收購人及登記處可就獲取任何數據的請求收取合理的手續費。獲取資料或更正資料或獲取有關政策及慣例及所持資料類型的資料的所有請求，應提交予收購人或登記處(視情況而定)。

閣下一經簽署本表格即表示同意上述所有條款

本接納及過戶表格乃重要文件，請即處理。閣下如對本接納及過戶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。

閣下如已出售或轉讓名下所有基仕達國際發展集團有限公司之股份，應立即將本接納及過戶表格連同附奉的文件送交買方或承讓人或送交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商，以便轉交買方或承讓人。

如何填寫本表格

本接納及過戶表格應與綜合文件一併閱讀。綜合文件「釋義」一節已界定之詞語及附錄一之條文已納入本接納及過戶表格並成為其中部分。

閣下如欲接納大華代表收購人提出之收購建議，應填妥並簽署本接納及過戶表格，並盡早將本表格連同不少於閣下欲接納收購建議之股份數目之股票及／或過戶收據及／或任何其他所有權文件（及／或任何就此所需並令人信納之彌償保證或該等彌償保證），以郵遞或以專人盡快送交登記處卓佳登捷時有限公司，地址為香港灣仔皇后大道東28號金鐘匯中心26樓，惟在任何情況下不得遲於二零零八年七月四日星期五下午四時正（或收購人獲執行人員同意而可能公佈之較後時間及／或日期）送達登記處。

收購建議之接納及過戶表格

致：大華及收購人

1. 本人／吾等簽署本接納及過戶表格（不論該表格有否註明日期）對本人／吾等之繼承人及受讓人具約束力，並表示：

- (a) 本人／吾等按綜合文件及本表格所載代價及條款與條件，就本接納及過戶表格所列明之股份數目（或如未有列明數目或所列數目多於本人／吾等為登記持有人之股份數目，則為本人／吾等為登記持有人之股份數目），接納由大華代表收購人提出並載於綜合文件中之收購建議；
- (b) 本人／吾等不可撤回地指示並授權收購人、大華或彼等各自之代理人，以普通郵遞方式將本人／吾等按收購建議之條款應得之現金代價（已扣除本人／吾等就接納收購建議而須支付之一切賣方從價印花稅）以「不得轉讓—只入抬頭人賬戶」方式劃線開出支票予本人／吾等，然後寄予下文所列人士及地址（如未有於下欄列明姓名及地址，則按本公司股東名冊所登記之地址寄予本人或（如為聯名登記股東）當中排名首位之人士），郵誤風險由本人／吾等承擔：

（倘收取支票之人士不同於登記股東或名列首位之聯名登記股東，則請在本欄填上接收支票人士之姓名及地址。）

姓名：（請用正楷）_____

地址：（請用正楷）_____

- (c) 本人／吾等不可撤回地指示並授權收購人、大華或彼等就此指定之人士，代表本人／吾等以根據收購建議將由本人／吾等出售股份之賣方身份，依據香港法例第117章印花稅條例第19(1)條所規定，訂立及簽署成交單據，並按該條例之規定加蓋印花及於本接納及過戶表格背書證明；
- (d) 本人／吾等不可撤回地指示並授權收購人、大華或彼等就此指定之人士，代表本人／吾等填妥及簽署任何文件，包括但不限於在本接納及過戶表格填上日期，或如本人／吾等或任何其他人士已填上日期，則刪去該日期而填上另一日期，並採取任何必要或權宜之行動，使本人／吾等就接納收購建議而提呈之股份轉歸收購人或其指定之人士所有；
- (e) 本人／吾等承諾於必要及適當時簽署其他文件並作出其他行動或事宜，以確保本人／吾等就接納收購建議而提呈之股份轉歸予收購人或其指定之人士，而上述股份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，並附帶於該公告當日或其後所附一切權利，包括收取所有於該公告當日或其後所宣派、作出或派付之股息（不論末期或中期）及其他分派（如有）之權利；
- (f) 本人／吾等同意追認收購人、大華或彼等各自之代理人或彼等指定人士於行使本表格所載任何授權時可能作出或進行之各種行動或事宜；
- (g) 本人／吾等不可撤回地指示並授權收購人、大華或彼等各自之代理人，於本公司或登記處代本人／吾等領取憑出示隨附經本人／吾等正式簽署之過戶收據及／或其他所有權文件（如有）（及／或就此所需並令人信納之任何彌償保證或該等彌償保證）而須簽發予本人／吾等之股票，並將有關股票交予登記處以及授權及指示登記處根據收購建議之條款及條件持有上述股票，猶如有關股票乃連同本接納及過戶表格一併交予登記處；以及
- (h) 本人／吾等委任收購人及／或大華為本人／吾等就本接納及過戶表格有關之全部股份之委任代理人，該授權書於收購建議在所有方面成為無條件之日期及時間起生效，並隨後不得撤回。

2. 本人／吾等明白本人／吾等接納收購建議將構成本人／吾等向收購人及大華保證，(i)本接納及過戶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，並附帶於該公告當日或其後所附一切權利，包括收取所有於該公告當日或其後宣派、作出或派付之股息（不論末期或中期）及其他分派（如有）之權利；及(ii)倘本人／吾等之註冊地址位於香港以外之司法權區，本人／吾等已全面遵守所有相關司法權區之法例，取得一切必要之政府、外匯管制或其他方面之許可、遵守所有必需之手續或法例規定，以及繳付任何人士應付之任何轉讓或其他稅項，且並無採取或遺漏採取任何行動致使本公司、收購人或大華或任何其他人士就收購建議或本人／吾等之接納行動違反任何司法權區之法例或規管規定，以及獲所有適用法例之許可收取及接納收購建議（及其任何修訂），而根據所有適用法例，該接納乃屬有效及具約束力。

3. 倘按收購建議之條款本人／吾等之接納屬無效或被視為無效，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／吾等之股票及／或過戶收據及／或其他所有權文件（及／或任何就此所需並令人信納之彌償保證或該等彌償保證）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1(b)段所列之人士及地址，或倘並無列明姓名及地址，則按本公司股東名冊所登記之地址寄予本人或（如為聯名登記股東）吾等當中名列首位之人士，郵誤風險由本人／吾等承擔。

附註：倘閣下交出一份或以上過戶收據，而收購人、大華或彼等各自之代理人已代表閣下從登記處領取有關股份之股票，則發還予閣下者將為該等股份之股票而非過戶收據。

4. 本人／吾等茲附上本人／吾等持有之全部或部份股份之有關股票及／或過戶收據及／或其他所有權文件（及／或任何就此所需並令人信納之彌償保證或該等彌償保證），由閣下按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或該等彌償保證）概不會獲發收據。本人／吾等亦了解所有文件寄出後一切郵誤風險概由本人／吾等承擔。

5. 本人／吾等保證，本人／吾等有十足權利、權力及授權以接納收購建議之方式，向收購人出售及移交本人／吾等之股份之所有權及擁有權。

6. 本人／吾等向收購人及大華保證，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／吾等接納收購建議方面之法例，包括獲得任何必要之政府、外匯管制或其他方面之同意，以及遵守必需之手續或法例規定。

7. 本人／吾等向收購人及大華保證，本人／吾等須就支付本公司股東名冊上列示本人／吾等地址所在司法權區應付之任何轉讓費用或其他稅項及徵費承擔全部責任。