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

本接納及過戶表格在閣下欲接納收購建議時適用。

All words and expressions defined in the offer document dated 18 January 2010 (the "Document") issued by Success Pioneer Limited shall, unless the context otherwise requires, have the same meanings when used in this form. The provisions of Appendix I to the Document are incorporated into and form part of this form.

除文義另有所指外，本表格所用詞彙與首盛有限公司於二零一零年一月十八日發出之收購建議文件（「收購建議文件」）所界定者具相同涵義。收購建議文件附錄一之條文，已收錄及成為本表格之一部分。



Ngai Lik Industrial Holdings Limited

(毅力工業集團有限公司)*

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(Stock Code: 332)

(股份代號: 332)

**FORM OF ACCEPTANCE AND TRANSFER
OF ORDINARY SHARE(S) OF HK\$0.01 EACH IN THE ISSUED SHARE CAPITAL OF
NGAI LIK INDUSTRIAL HOLDINGS LIMITED**

毅力工業集團有限公司

已發行股本中每股面值0.01港元普通股之股份接納及過戶表格

To be completed in full 每項均須填寫

Hong Kong branch share registrar and transfer office: Tricor Tengis Limited

26/F., Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong

股份過戶登記處香港分處: 卓佳登捷時有限公司

香港灣仔皇后大道東28號金鐘匯中心26樓

You must insert the total number of Shares for which the Offer is accepted.

FOR THE CONSIDERATION stated below the "Shareholder(s)" named below does/do hereby transfer(s) to the "Transferee" named below the Share(s) of HK\$0.01 each held by the Shareholder(s) specified below subject to the terms and conditions contained herein and in the Document.
下述「股東」謹此按下列代價，根據收購建議文件載列之條款及條件，向下述「承讓人」轉讓以下註明其持有每股面值0.01港元之股份。

閣下必須填上接納收購建議之股份總數。

Number of Shares to be transferred 將予轉讓股份數目	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票號碼		
SHAREHOLDER(S) name(s) and address(es) in full 股東 全名及地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)	Surname(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\$0.012 in cash for each Share 每股股份現金0.012港元	
TRANSFEEE 承讓人	Name: Success Pioneer Limited 名稱: 首盛有限公司 Correspondence Address: Unit D, 12/F., Seabright Plaza, 9-23 Shell Street, North Point, Hong Kong 通訊地址: 香港北角蜆殼街9-23號秀明中心12樓D室 Occupation: Corporation 職業: 公司	
SIGNED by the parties to this transfer, this _____ day of _____, 2010 轉讓雙方簽署日期: 二零一零年 _____ 月 _____ 日		

PLEASE DO NOT DATE
請勿填寫日期

Signed by or for and on behalf of the Shareholder(s) in the presence of:
股東或其代表在下列見證人見證下簽署:

Signature of witness
見證人簽署

Address of witness 見證人地址

Occupation of witness 見證人職業

ALL JOINT HOLDERS MUST SIGN HERE
所有聯名股東均須於本欄簽署

Signature(s) of Shareholder(s)
Company chop, if applicable
股東簽署/公司印鑑 (如適用)

Signed by or on behalf of the Transferee in the presence of:
承讓人或其代表在下列見證人見證下簽署:

Name of witness 見證人簽署

Address of witness 見證人地址

Occupation of witness 見證人職業

Do not complete 請勿填寫本欄

For and on behalf of
代表
Success Pioneer Limited
首盛有限公司

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

* For identification purposes only 僅供識別

PERSONAL DATA

Personal Information Collection Statement

The main provision 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 the Offeror, Somerley and the Registrar in relation to personal data and the Ordinance.

1. Reasons for the collection of your personal data

To accept the Offer for your Share(s), you must provide the personal data requested. Failure to supply the requested data may result in the processing of your acceptance being rejected or delayed.

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 of your acceptance and verification or compliance with the terms and application procedures set out in this form and the 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;
- establishing your entitlements under the Offer;
- distributing communications from the Offeror and/or its subsidiaries or agents such as its financial adviser and the Registrar;
- compiling statistical code information and shareholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims or entitlements;
- any other purpose in connection with the business of the Offeror or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or Somerley to discharge their obligations to the Shareholders and/or regulators and other purpose to which the Shareholders may from time by 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/or Somerley 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, its subsidiaries and/or agent(s), such as its financial adviser and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or Somerley and/or 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 licensed securities dealers; and
- any other persons or institutions whom the Offeror, Somerley 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 the Offeror, Somerley 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, Somerley and the Registrar have the right to charge a reasonable fee for the processing of any data access requests. 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, Somerley 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

香港法例第486章個人資料(私隱)條例(「該條例」)之主要條文已於一九九六年十二月二十日在香港生效。本收集個人資料聲明旨在知會閣下有關收購方、新百利及登記處有關個人資料及該條例之政策及慣例。

1. 收集閣下個人資料之原因

如閣下就本身之股份接納收購建議，閣下須提供所需個人資料。倘閣下未能提供所需資料，則可能導致閣下之接納不獲受理或有所延誤。

2. 用途

閣下於本表格提供之個人資料可能會就下列用途加以運用、持有及/或以任何方式保存：

- 處理閣下之接納及核實或遵循本表格及收購建議文件載列之條款及申請手續；
- 登記閣下名義轉讓股份；
- 保存或更新有關股份持有人之登記冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 確定閣下根據收購建議有權取得的配額；
- 自收購方及/或其附屬公司或代理(例如財務顧問及登記處)收取通信；
- 編製統計代碼資料及股東簡歷；
- 按法例、規則或規例(無論法定或非法定者)作出披露；
- 披露有關資料以便索償或享有配額；
- 有關收購方或登記處業務之任何其他用途；及
- 有關上文所述任何其他臨時或關連用途及/或以便收購方及/或新百利履行彼等對股東及/或監管機構的責任及股東不時同意或獲悉之其他用途。

3. 轉交個人資料

本表格提供之個人資料將作為機密資料妥當保存，惟收購方及/或新百利及/或登記處為達致上述或其中任何用途，可能作出其認為必需之查詢，以確認個人資料之準確性，尤其可向或自下列任何及所有人士及實體披露、獲取或轉交(無論在香港境內外)該等個人資料：

- 收購方、其附屬公司及/或代理，例如其財務顧問及登記處；
- 向收購方及/或新百利及/或登記處就其業務經營提供行政、電訊、電腦、付款或其他服務之任何代理、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之任何其他人士或機構，例如往來銀行、律師、會計師或持牌證券交易商；及
- 收購方、新百利或登記處認為必需或適當情況下之任何其他人士或機構。

4. 存取及更正個人資料

根據該條例之規定，閣下可確認收購方、新百利或登記處是否持有閣下之個人資料，並獲取該資料副本，以及更正任何不正確資料。依據該條例之規定，收購方、新百利及登記處可就獲取任何資料之要求收取合理手續費。存取資料或更正資料或獲取有關政策及慣例以及所持資料類別之所有要求，須提交收購方、新百利或登記處(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。

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

If you have sold or transferred all your Share(s), you should at once hand this form and the 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 Offer to the Overseas Shareholders may be prohibited or affected by the laws of the relevant jurisdictions. Overseas Shareholders should obtain appropriate legal advice or, acquaint themselves about and observe any applicable legal or regulatory requirements. It is the responsibility of each Overseas Shareholder who wishes to accept the Offer to satisfy himself, herself or itself as to the full observance of the laws and regulations of all relevant jurisdictions in connection therewith, including but not limited to the obtaining of any governmental, exchange control or other consent and any registration or filing which may be required in compliance with all necessary formalities, regulatory and/or legal requirements. Overseas Shareholders will also be fully responsible for the payment of any transfer or other taxes and duties by whomsoever payable in respect of all relevant jurisdictions. The Offeror, Somerley and all persons involved in the Offer shall be entitled to be fully indemnified and held harmless by the Overseas Shareholders for any taxes as they may be required to pay. Acceptance of the Offer by you will be deemed to constitute a warranty by you that you are permitted under all applicable laws to receive and accept the Offer, and any revision thereof, and such acceptance shall be valid and binding in accordance with all applicable laws. You are recommended to seek professional advice on deciding whether to accept the Offer.

HOW TO COMPLETE THIS FORM

Shareholders are advised to read this form in conjunction with the Document before completing this form. To accept the Offer made by **Somerley on behalf of the Offeror to acquire your Shares at a cash price of HK\$0.012 per Share**, you should complete and sign this form overleaf and forward this form, together with the relevant share certificate(s) (the "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 such number of Shares in respect of which you wish to accept the Offer, by post or by hand, marked "Ngai Lik Industrial Holdings Limited Offer" to **Tricor Tengis Limited (the "Registrar") at 26/F., Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong as soon as possible, but in any event so as to reach the Registrar by not later than 4:00 p.m. on Wednesday, 17 February 2010 (Hong Kong time) or such later time and/or date as the Offeror may determine and announce in accordance with the Takeovers Code.**

FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE OFFER

To: The Offeror and Somerley

1. My/Our execution of this form overleaf (whether or not such form is dated) shall be binding on my/our successors and assigns, and shall constitute:
 - (a) my/our acceptance of the Offer made by Somerley on behalf of the Offeror, as contained in the Document, for the consideration and on and subject to the terms and conditions therein and herein mentioned, in respect of the number of Shares specified in this form;
 - (b) my/our irrevocable instruction and authority to each of the Offeror and/or Somerley and/or any of their respective agent(s) to collect from the Company or the Registrar on my/our behalf the Share Certificate(s) in respect of the Shares due to be issued to me/us in accordance with, and against surrender of, the enclosed transfer receipt(s) 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) on and subject to the terms and conditions of the Offer, as if it was/were Share Certificate(s) delivered to them together with this form;
 - (c) my/our irrevocable instruction and authority to each of the Offeror and/or Somerley or any of 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 (less seller's 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 named at 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 within 10 days from the date of receipt of duly completed acceptances by the Registrar;
(Note: 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)
 - (d) my/our irrevocable instruction and authority to each of the Offeror and/or Somerley or such person or persons as any of them may direct for the purpose, on my/our behalf, to make, execute and deliver 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 in accordance with the provisions of that Ordinance and to make, execute and deliver any other document or instrument in a form specified by the Stock Exchange as may be necessary to effect valid transfer of such Shares under the Bye-laws of the Company and to make endorsement on it under that ordinance;
 - (e) my/our irrevocable instruction and authority to any director of the Offeror, Somerley or such person or persons as any of them may direct to complete and execute any document on behalf of the person accepting the Offer and to do any other act that may be necessary or expedient for the purposes of vesting in the Offeror or such person or persons as it may direct the Shares, in respect of which such person has accepted the Offer;
 - (f) 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 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 and together with all rights accruing or attaching thereto as at the Completion or subsequently becoming attached to them, including, without limitation, the right to receive all dividends and distributions declared, made or paid, if any, on or after the Completion, in respect of the Shares tendered pursuant to the Offer; and
 - (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror or Somerley or any of their respective agent(s) or such person or persons as any of them may direct on the exercise of any of the authorities contained herein.
2. 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 Somerley that the Shares held by me/us to be acquired under the Offer are sold free from all third party rights, liens, charges, equities, options, claims, adverse interests and encumbrances and together with all rights attaching thereto including the right to receive all dividends and distributions declared, made or paid on such Shares on or after the Completion.
3. I/We hereby warrant and represent to you that I/we am/are the registered holder(s) of the Shares specified in this form and I/we have the full right, power and authority to sell and pass the title and ownership of my/our Shares to the Offeror absolutely by way of acceptance of the Offer.
4. 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 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 required in respect thereof), together with this form duly cancelled, by ordinary post at my/our own risk to the person named in paragraph 1(c) 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 or branch register of members of the Company.
Note: When 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 and/or Somerley or any of their respective agent(s) from the Company or the Registrar on your behalf upon your acceptance of the Offer, you will be returned such Share Certificate(s) in lieu of the transfer receipt(s).
5. I/We warrant to the Offeror and the Company that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of members of the Company in connection with my/our acceptance of the Offer, including the obtaining of any governmental, exchange control or other consent and any registration or filing which may be required in compliance with all necessary formalities, legal and/or regulatory requirements.
6. I/We warrant to the Offeror and the Company that I/we shall be fully responsible for payment of any transfer or other taxes and duties payable in respect of the jurisdiction where my/our address is located as set out in the register of members of the Company.
7. 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 required in respect thereof) for the whole/part of my/our holding of Shares 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 of acceptance and transfer, Share Certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) will be given. I/we further understand that all documents will be sent by ordinary post at my/our own risk.
8. I/We acknowledge that my/our Shares sold to the Offeror by way of acceptance of the Offer will be registered under the name of the Offeror or its nominee.
9. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror and Somerley (so as to bind my/our successors and assignee) that in respect of the Shares which are accepted or deemed to have been accepted under the Offer, which acceptance has not been validly withdrawn, and which have not been registered in the name of the Offeror or as it may direct, to give:
 - (a) 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 Unit D, 12/F., Seabright Plaza, 9-23 Shell Street, North Point, Hong Kong;
 - (b) an irrevocable authority to the Offeror or its agents to sign any consent to short notice of any general meeting of the Company 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 such general meeting (or any adjournment 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 subject to the Takeovers Code; and
 - (c) 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 and subject as aforesaid, to the extent I/we have previously appointed a proxy, other than the Offeror or its nominee or appointee, for or to attend or to vote at the general meeting of the Company, I/we hereby expressly revoke such appointment.
10. I/We acknowledge that, save as expressly provided in the Document, all the acceptance, instructions, authorisation and undertakings hereby given shall be irrevocable.

本表格乃重要文件，請即處理。如閣下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、證券註冊機構、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所有名下之股份，應立即將本表格連同收購建議文件，送交買主或承讓人，或經手買賣或轉讓之持牌證券交易商、證券註冊機構或其他代理人，以便轉交買主或承讓人。

向境外股東提出收購建議或會受有關司法權區之法例影響。境外股東應自行瞭解適當的法律意見並遵守任何適用法例或監管規定。欲接納收購建議的境外股東有責任完全遵守所有司法權區之法例及規例，包括但不限於取得任何可能必要之政府、外匯管制或其他同意及任何登記或存檔或辦理所有必要之正式手續，以及規例及/或法例規定。境外股東亦須全面負責支付任何人士於所有司法權區任何轉讓費或其他施加之稅項及徵費，而收購方、新百利及任何涉及收購建議之人士均有權獲悉數賠償及毋須就境外股東可能須付之任何稅項承擔任何責任。閣下接納收購建議，即被視作表示閣下保證閣下根據所有適用法例可收取及接納收購建議（包括任何有關修訂），而有關接納根據所有適用法例為有效及具約束力。閣下決定是否接納收購建議應諮詢專業意見。

本表格填寫方法

股東務請先閱讀本表格及收購建議文件後始填寫本表格。如欲接納新百利代表收購方以現金每股股份0.012港元之價格收購閣下所持股份提出之收購建議，閣下應填妥及簽署背頁之表格，然後將表格連同不少於閣下有意接納收購建議之股份數目之有關股票證書（「股票」）及/或過戶收據及/或任何其他所有權文件（及/或就此所需任何滿意彌償保證）（封面須註明「毅力工業集團有限公司收購建議」），盡快郵寄或親自交回卓佳登捷時有限公司（「登記處」），地址為香港灣仔皇后大道東28號金鐘匯中心26樓，惟無論如何不得遲於二零一零年二月十七日（星期三）下午四時正（香港時間）前（或收購方根據收購守則可能決定及公佈之較後時間及/或日期）交回登記處。

收購建議之接納及過戶表格

致：收購方及新百利

1. 本人/吾等一經簽署背頁之本表格（無論該表格是否已註明日期），本人/吾等之承繼人及受讓人將受此約束，並表示：

- (a) 本人/吾等就本表格上所註明數目之股份，按及受制於收購建議文件及本表格所載代價與有關條款及條件，接納由新百利代表收購方提出之收購建議文件所述收購建議；
- (b) 本人/吾等不可撤回地指示及授權收購方及/或新百利及/或其各自之代理，各自代表本人/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（如有）（及/或就此所需任何滿意彌償保證），憑此向本公司或登記處領取本人/吾等就股份應獲發之股票，並將有關股票送交登記處，且授權及指示登記處依照及根據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表格一併交回登記處；
- (c) 本人/吾等不可撤回地指示及授權收購方及/或新百利或彼等各自之代理，就本人/吾等根據收購建議之條款應得之現金代價（扣除本人/吾等於有關接納收購建議應付之所有賣方從價印花稅），以「不得轉讓—只准入抬頭人賬戶」方式向本人/吾等開出劃線支票，然後於登記處接獲正式填妥之接納表格當日起計10日內以平郵方式按以下地址寄予以下人士，或如無填上姓名及地址，則按本公司之股東名冊所示登記地址，寄予本人或吾等當中所列首位者（如屬聯名登記股東），惟郵誤風險概由本人/吾等自行承擔；
（附註：如收取支票之人士並非登記股東或名列首位之聯名登記股東，則請在本欄填上該名人士之姓名及地址。）
姓名：（請用正楷填寫）
地址：（請用正楷填寫）
- (d) 本人/吾等不可撤回地指示及授權收購方及/或新百利或任何其可能指定之人士，各自代表本人/吾等以根據收購建議出售股份賣方之身份，訂立、簽署及交付香港法例第117章印花稅條例第19(1)條所規定須訂立及簽署之買賣單據，並按該條例之規定繳付印花稅及安排在本表格背書證明以及以聯交所指定可能對根據本公司章程細則有效轉讓該等股份而屬必要之形式訂立、簽署及交付任何其他文件及文據，並按該條例背書證明；
- (e) 本人/吾等不可撤回地指示及授權任何收購方董事、新百利或彼等任何一方可能指定之有關人士代表接納收購建議之人士填妥及簽立任何文件及採取任何其他必須或適當之行動，使已接納收購建議人士之股份歸收購方或其可能指定之有關人士所有；
- (f) 本人/吾等承諾於必需或適當時簽署相關文件及辦理相關手續及事項，以確保就收購建議交出轉讓予收購方或其可能指定人士之股份，概不附帶任何留置權、抵押、選擇權、索償、衡平權、不利之權益、第三方權利或產權負擔之限制，連同於完成時股份所應有或附帶或其後附帶之一切權利，包括（但不限於）收取於完成時或之後所宣派、作出或派付之所有股息及分派（如有）之權利；及
- (g) 本人/吾等同意追認收購方或新百利或其任何代理或可能指定之人士，各自行使本表格所載任何授權時所作出或進行之任何行動或事宜。

2. 本人/吾等明白本人/吾等接納收購建議，將被視為表示本人/吾等向收購方及新百利保證根據收購建議出售之本人/吾等所持有股份不附有任何第三方權利、留置權、抵押、衡平權、選擇權、申索、不利權益及產權負擔以及等股份所附帶之一切權利，包括於購股事項完成時或之後就股份宣派、作出或派付之所有股息及分派之權利。

3. 本人/吾等謹此向閣下保證及聲明，本人/吾等為本表格所列明股份之登記持有人，而本人/吾等絕對擁有全部權利、權力及權限，藉接納收購建議之方式向收購方出售及轉讓本人/吾等所持股份之所有權及擁有權。

4. 倘根據收購建議之條款，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/吾等授權並要求閣下將本人/吾等之股票及/或過戶收據及/或任何其他所有權文件（及/或就此所需任何滿意彌償保證），連同已正式註銷之本表格以平郵方式一併寄回上述第1(c)段所指人士或，如姓名及地址欄內空白，則按本公司股東名冊股東名冊分冊所示登記地址寄回本人或吾等當中所列首位者（如屬聯名登記股東），惟郵誤風險概由本人/吾等自行承擔。

附註：倘閣下寄發一份或以上過戶收據，及同時於閣下接納收購建議後，收購方及/或新百利其任何代理代表閣下，向本公司或登記處領取有關股票而言，閣下將獲發股票而非過戶收據。

5. 本人/吾等向收購方及本公司保證，本人/吾等符合本人/吾等於公司股東名冊所列地址所處司法權區內有關本人/吾等接納收購建議之法律規定，包括取得符合所有必要條文或法規所規定之一切政府、外匯管制或其他同意及任何註冊或存檔。

6. 本人/吾等向收購方及本公司保證，本人/吾等將全面負責支付本人/吾等於公司股東名冊所列地址所處司法權區之所有應付轉讓費用或其他稅項及稅款。

7. 本人/吾等茲附上本人/吾等所持全部/部分股份之有關股票及/或過戶收據及/或任何其他所有權文件（及/或就此所需任何滿意彌償保證），由閣下依照及根據收購建議之條款及條件予以保存。本人/吾等明白將不會就任何接納及過戶表格、股票及/或過戶收據及/或任何其他所有權文件（及/或就此所需任何滿意彌償保證）獲發收據。本人/吾等亦明白所有文件均將以平郵方式寄發，郵誤風險概由本人/吾等承擔。

8. 本人/吾等承認透過接納收購建議而向收購方出售本人/吾等之股份，將以收購方或其代名人之名義登記。

9. 本人/吾等就已接納或被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按收購方之指示或其名義登記者，向收購方及新百利不可撤回地承諾、聲明、保證及同意（以約束本人/吾等之繼承人及受讓人）：

- (a) 本人/吾等授權貴公司及/或其代理人，將須向本人/吾等作為貴公司成員寄發之任何通告、通函、認股權證或其他須予寄發之文件或通訊（包括任何股票及/或因將該等股份轉為證書形式而發出之其他所有權文件），寄交予收購方，地址為香港北角觀殼街9-23號秀明中心12樓D室；
- (b) 不可撤回地授權收購方及/或其代理人代表本人/吾等簽署任何同意書，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，以委任收購方提名之任何人士出席相關股東大會（及其任何續會），以及代表本人/吾等行使該等股份附帶之投票權，而該等投票權將以收購方受制於收購守則全權酌情釐定之方式作出投票；及
- (c) 本人/吾等協定，在未經收購方之同意下不會行使任何相關權利，以及本人/吾等不可撤回地承諾不會就任何股東大會委任代理人，或委任代理人出席股東大會，及在上文所規限下，如本人/吾等以往已就本公司股東大會委任代理人（而該代理人並非收購方或其代名人或獲委任人士）出席該等大會並作出投票，則本人/吾等謹此撤回有關委任。

10. 本人/吾等確認，除收購建議文件明文規定外，在此作出之所有接納、指示、授權及承諾均不得撤回。