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香港交易及結算有限公司、香港聯合交易所有限公司及香港中央結算有限公司對本購股權要約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購股權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之任何損失承擔任何責任。

Unless the context otherwise requires, terms used in this Form of Option Offer Acceptance bear the same meanings as defined in the composite offer and response document dated 16 April, 2016 (the "Composite Document") jointly issued by New Synergies Investments Company Limited and China Assets (Holdings) Limited.

除文義另有所指外，本購股權接納表格所用詞彙與展慧投資有限公司及中國資本(控股)有限公司於二零一六年四月十六日聯合刊發之綜合要約及回應文件(「綜合文件」)所界定者具有相同涵義。

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

閣下如欲接納購股權要約，請使用本購股權要約接納表格。

CHINA ASSETS (HOLDINGS) LIMITED

中國資本(控股)有限公司

(Incorporated in Hong Kong with limited liability)

(於香港註冊成立之有限公司)

(Stock Code: 170)

(股份代號：170)

FORM OF OPTION OFFER ACCEPTANCE AND CANCELLATION OF OPTIONS GRANTED BY CHINA ASSETS (HOLDINGS) LIMITED

中國資本(控股)有限公司已授出購股權之購股權要約接納及註銷表格

To be completed in full 每項均須填寫

The Company Secretary, China Assets (Holdings) Limited, 19th Floor, Wing On Centre, 71 Des Voeux Road Central, Hong Kong
公司秘書，中國資本(控股)有限公司，香港德輔道中71號永安集團大廈19樓

You must insert the total number of Option(s) for which the Option Offer is accepted. 閣下必須填上接納購股權要約之購股權總數。	FOR THE CONSIDERATION stated below, the Option holder named below hereby accepts the Option Offer and agrees to surrender for cancellation of the number of Option(s) specified below, upon and subject to the terms and conditions contained herein and in the accompanying Composite Document. 下述購股權持有人謹此按下列代價接納購股權要約並同意交回下列數目之購股權以供註銷，惟須遵守本表格及隨附之綜合文件內之條款及條件。		
	Number of Option(s) at the exercise price of HK\$5.74 per Share surrendered for cancellation (Note) 交回供註銷之行使價為每股股份5.74港元之購股權數目 (附註)	FIGURES 數字	WORDS 大寫
	Details of Option holder 購股權持有人資料 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)	Family name(s) 姓氏	Forename(s) 名字
		Address 地址	Telephone number 電話號碼
Consideration 代價	HK\$0.01 in cash for each Option 就註銷每份購股權而言，每份購股權為現金0.01港元		

Dated _____, 2016

日期：二零一六年 _____ 月 _____ 日

Signed by the Option holder in the presence of:

購股權持有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 of Witness 見證人地址：

Occupation of Witness 見證人職業：

Signature(s) of the Option holder(s)/company chop (if applicable)
購股權持有人簽署/公司印鑑(如適用)

Date of submission of this Form of Option Offer Acceptance
提交本購股權接納表格之日期

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

If you are in any doubt as to any aspect of this Form of Option Offer 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 advisers.

China Everbright Securities is making the Option Offer on behalf of the Offeror. The making of the Option Offer to Option holders having registered addresses outside of Hong Kong may be affected by the laws and regulations of the relevant jurisdictions. If you are an overseas Option holder, you should satisfy yourself about and observe all applicable legal and regulatory requirements in the relevant jurisdictions. If you wish to accept the Option Offer, it is your responsibility to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdictions in connection therewith, including but not limited to the obtaining of all governmental, exchange control or other consents and any registration or filing which may be required and the compliance with all necessary formalities, regulatory and/or legal requirements. You will also be fully responsible for the payment of any such transfer or other taxes and duties due by you in respect of the acceptance of the Option Offer. The Offeror, China Everbright Securities, the Company, their respective directors and professional advisers and all persons involved in the Option Offer and their respective agents shall be entitled to be fully indemnified and held harmless by you for any taxes and duties you may be required to pay. Acceptance of the Option Offer by you will constitute a warranty by you to the Offeror, China Everbright Securities and the Company that you have observed and are permitted under all applicable laws and regulations to receive and accept the Option Offer, and any revision thereof, and that you have obtained all requisite governmental, exchange control or other consents and have made all requisite registration and filing in compliance with all necessary formalities, regulatory or legal requirements and have paid all transfer or other taxes and duties or other required payments due from you in connection with such acceptance in any relevant jurisdiction, and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations. You are recommended to seek professional advice before deciding whether to accept or to reject the Option Offer.

This Form of Option Offer Acceptance should be read in conjunction with the accompanying Composite Document.

HOW TO COMPLETE THIS FORM OF OPTION OFFER ACCEPTANCE

Option holders are advised to read the Composite Document before completing this Form of Option Offer Acceptance. To accept the Option Offer made by China Everbright Securities on behalf of the Offeror to cancel your Option(s), you should complete and sign this Form of Option Offer Acceptance overleaf and forward this entire form, together with the relevant certificate(s) of the Options (if applicable) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), for the whole or in respect of part of your holding of Option(s) or if applicable, for not less than the number of the Options in respect of which you intend to accept the Option Offer, by post or by hand, marked "**China Assets (Holdings) Limited — Option Offer**" on the envelope to the **Company Secretary, China Assets (Holdings) Limited, 19th Floor, Wing On House, 71 Des Voeux Road Central, Hong Kong no later than 4:00 p.m. on 9 May 2016 (Hong Kong time) or such later time(s) and/or date(s) as the Offeror may determine and announce in accordance with the requirements of the Takeovers Code.** The provisions of Appendix I to the Composite Document are incorporated into and form part of this Form of Option Offer Acceptance.

FORM OF OPTION OFFER ACCEPTANCE IN RESPECT OF THE OPTION OFFER

To: The Offeror and China Everbright Securities

1. My/Our execution of this Form of Option Offer Acceptance shall be binding on my/our successors and assignees, and shall constitute:
 - (a) my/our irrevocable acceptance of the Option Offer made by China Everbright Securities on behalf of the Offeror, as contained in the Composite Document, for the consideration and on and subject to the terms and conditions therein and herein mentioned, in respect of the number of Options specified in this Form of Option Offer Acceptance.
 - (b) my/our irrevocable instruction and authority to each of the Offeror, China Everbright Securities and/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 to under the terms of the Option Offer, by ordinary post at my/our risk to the person named at the address stated below within seven Business Days following the date on which the Share Offer becomes or is declared unconditional in all respects and the date of the receipt of this completed Form of Option Offer Acceptance and all the relevant documents (which should be received no later than 4:00 p.m. on 9 May 2016 (Hong Kong time) or such later time(s) and/or date(s) as the Offeror may determine and announce in accordance with the Takeovers Code) by the Company Secretary, China Assets (Holdings) Limited to render the acceptance under the Option Offer complete and valid;

(Note: Insert name and address of the person to whom the cheque is to be sent if different from the registered Option holder)

Name: (in BLOCK LETTERS) _____
Address: (in BLOCK LETTERS) _____
 - (c) 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 cancel my/our Option(s) surrendered for cancellation under the Option Offer; and
 - (d) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or China Everbright Securities and/or the Company and/or their respective agent(s) or such person or persons as any of them may direct on the exercise of any rights contained herein;
2. I/We understand that acceptance of the Option Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror, China Everbright Securities and the Company that (i) the number of Options specified in this Form of Option Offer Acceptance is/are hereby surrendered and renounced free from all encumbrances whatsoever and together with all rights attaching to them as at the date of the Composite Document; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror, China Everbright Securities, the Company or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Option Offer, and I am/we are permitted under all applicable laws and regulations to receive and accept the Option Offer, and any revision thereof, and such acceptance is valid and binding in accordance with all applicable laws and regulations.
3. In the event that my/our acceptance is not valid in accordance with the terms of the Option 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 this Form of Option Offer Acceptance duly cancelled, together with the relevant certificate(s) of the Options (if applicable), by ordinary post at my/our own risk to the person and address stated in paragraph 1(b) above.
4. I/We enclose the relevant certificate(s) of the Options (if applicable) for the whole/part of my/our holding of Options which are surrendered for cancellation on the terms and conditions of the Option Offer. I/We understand that no acknowledgement of receipt of any Form of Option Offer Acceptance and/or certificate(s) of the Options (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 warrant and represent to the Offeror, China Everbright Securities and the Company that I am/we are the registered Option holder(s) specified in this Form of Option Offer Acceptance and I/we have the full right, power and authority to surrender the Options for cancellation by way of acceptance of the Option Offer.
6. I/We warrant to the Offeror, China Everbright Securities and the Company that I/we have observed and am/are permitted under all applicable laws and regulations where my/our address is located as set out in the register of Option holders of the Company to accept the Option Offer, and any revision thereof; and that I/we have obtained all requisite governmental, exchange control or other consents and made all registration or filing required in compliance with all necessary formalities, regulatory and/or legal requirements; and that I/we have paid all issue, transfer or other taxes and duties or other required payments due from me/us in connection with such acceptance; and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations.
7. I/We warrant to the Offeror, China Everbright Securities and the Company that I/we shall be fully responsible for payment of any transfer or other taxes and duties payable by me/us in connection with my/our acceptance of the Option Offer.
8. I/We acknowledge that, save as expressly provided in the Composite Document and this Form of Option Offer Acceptance, all the acceptance, instructions, authorizations and undertakings hereby given shall be irrevocable.
9. I/We understand that no acknowledgement of cancellation of any Option will be given.

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, China Everbright Securities, the Company and the Company Secretary 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

To accept the Option Offer for your Option(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. It may also prevent or delay the despatch of the consideration to which you are entitled under the Option Offer.

2. Purposes

The personal data which you provide on this Form of Option Offer Acceptance 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 Option Offer Acceptance and the Composite Document;
- registering the cancellation of the Option(s) under your name(s);
- maintaining or updating the register of Option holders;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror and/or China Everbright Securities and/or the Company and/or their respective agents, officers, advisers and the Company Secretary;
- establishing benefit entitlements of the Option holders;
- 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, China Everbright Securities, the Company and/or the Option Offer settlement agent; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or China Everbright Securities and/or the Company to discharge its obligations to the Option holders and/or under applicable regulations, and any other purposes to which the Option holders may from time to time agree or be informed of.

3. Transfer of personal data

The personal data provided in this Form of Option Offer Acceptance will be kept confidential but the Offeror and/or China Everbright Securities and/or the Company and/or the Option Offer settlement agent 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, China Everbright Securities, the Company and/or any of their respective agents, officers and advisers, and the Company Secretary;
- any agents, contractors or third parties service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or China Everbright Securities and/or the Company and/or the Company Secretary in connection with the operation of their business;
- the Stock Exchange, the SFC and any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as bankers, solicitors, accountants, licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom the Offeror and/or China Everbright Securities and/or the Company and/or the Company Secretary consider(s) to be necessary or desirable in the circumstance.

4. Retention of personal data

The Offeror and/or China Everbright Securities and/or the Company and/or the Company Secretary will keep the personal data provided in this Form of Option Offer 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 the Offeror and/or China Everbright Securities and/or the Company and/or the Company Secretary hold 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/or China Everbright Securities and/or the Company and/or the Company Secretary 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 the Offeror, China Everbright Securities, the Company and/or the Company Secretary (as the case may be).

BY SIGNING THIS FORM OF ACCEPTANCE AND CANCELLATION, 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要約人、中國光大證券、本公司及公司秘書及有關個人資料及香港法例第486章個人資料(私隱)條例(「該條例」)之政策及慣例。

1. 收集閣下個人資料之原因

如閣下就購股權接納購股權要約，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。其亦可能妨礙或延誤寄發閣下根據購股權要約有權享有之代價。

2. 用途

閣下於本購股權要約接納表格提供之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：

- 處理閣下之接納及核實本購股權要約接納表格及綜合文件載列之條款及申請手續之合規情況；
- 登記閣下名下購股權之註銷；
- 保存或更新有關購股權持有人之登記冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 發佈要約人及/或中國光大證券及/或本公司及/或彼等各自之代理、高級職員、顧問及公司秘書之通訊；
- 確定購股權持有人項下之權利；
- 按法例、規則或規例規定(無論法定或其他)作出披露；
- 披露有關資料以方便處理申索或確定應得權益；
- 有關要約人、中國光大證券、本公司及/或公司秘書業務之任何其他用途；及
- 有關上述任何其他臨時或關連用途及/或以便要約人及/或中國光大證券及/或本公司履行其對購股權持有人及/或適用法規項下之責任，以及購股權持有人可能不時同意或知悉之任何其他用途。

3. 轉交個人資料

本購股權要約接納表格提供之個人資料將會保密，惟要約人及/或中國光大證券及/或本公司及/或購股權要約結算代理為達致上述或其中任何用途，可能作出其認為必要之查詢，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、轉交(不論於香港境內或境外)該等個人資料：

- 要約人、中國光大證券、本公司及/或其各自之任何代理、高級職員及顧問、公司秘書；
- 向要約人及/或中國光大證券及/或本公司及/或公司秘書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、承包商或第三方服務供應商；
- 聯交所、證監會及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，例如銀行、律師、會計師或持牌證券交易商或註冊證券機構；及
- 要約人及/或中國光大證券及/或本公司及/或公司秘書認為必需或適當情況下之任何其他人士或機構。

4. 保留個人資料

要約人及/或中國光大證券及/或本公司及/或公司秘書將按收集個人資料之用途需要保留本購股權要約接納表格內提供之個人資料。無需保留之個人資料將會根據該條例銷毀或處理。

5. 獲取及更正個人資料

根據該條例之規定，閣下有權確認要約人及/或中國光大證券及/或本公司及/或公司秘書是否持有閣下之個人資料，並取得該資料之副本，以及更正任何不正確之資料。依據該條例之規定，要約人及/或中國光大證券及/或本公司及/或公司秘書可就取得任何資料之要求收取合理手續費。存取資料或更正資料或取得有關政策及慣例之資料，以及所持資料類別之所有要求，須提交予要約人、中國光大證券、本公司及/或公司秘書(視乎情況而定)。

閣下一經簽署本購股權要約接納表格即表示同意上述所有條款。