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Unless the context otherwise requires, terms used in this Form of Acceptance shall bear the same meanings as those defined in the accompanying composite offer and response document dated 10 November 2021 (the "Composite Document") jointly issued by Lee Hing (2021) Limited (formerly known as Classic Prestige Limited) as the offeror (the "Offeror") and Lee Hing Development Limited as the offeree company (the "Company").

除文義另有所指外，本接納表格所用詞彙與Lee Hing (2021) Limited (前稱Classic Prestige Limited) (作為要約人) (「要約人」) 及利興發展有限公司 (作為受要約公司) (「本公司」) 聯合刊登日期為2021年11月10日的隨附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 ACCEPTANCE FOR USE IF YOU WANT TO ACCEPT THE OFFER.

供 閣下有選擇接納要約時使用的接納表格。

LEE HING DEVELOPMENT LIMITED

利興發展有限公司

(Incorporated in Hong Kong with limited liability)

(於香港註冊成立之有限公司)

(Stock Code: 68)

(股份代號: 68)

FORM OF ACCEPTANCE, ELECTION AND TRANSFER OF SHARES IN LEE HING DEVELOPMENT LIMITED

利興發展有限公司股份的 接納、選擇及轉讓表格

All parts should be completed except the sections marked "DO NOT COMPLETE"

除註明「請勿填寫本欄」的部分外，每項均須填寫

For the purpose of ensuring accuracy of the registered ownership of the Offeror Shares and satisfying compliance requirements applicable to shareholders of a company incorporated in the British Virgin Islands, you may opt for the Share Alternative only in respect of such of your Lee Hing Shares as are registered in your own name on the register of members of the Company maintained by the Registrar. Accordingly, if you are holding part of your Lee Hing Shares via CCASS and wish to accept the Offer and opt for the Share Alternative in respect of any of such Lee Hing Shares, you must instruct your securities dealer/custodian banks to withdraw the relevant Lee Hing Shares from CCASS and arrange for the transfer of the relevant Lee Hing Shares into your own name as soon as possible before the relevant deadline for election, i.e. the Closing Date. If you do not arrange to have the relevant Lee Hing Shares withdrawn from CCASS and transferred in your name as mentioned above, you will only receive cash payment in respect of the relevant Lee Hing Shares tendered by you for acceptance subject to the Offer becoming or being declared unconditional.

為確保要約人股份登記所有權的準確性並遵守適用於英國處女群島註冊成立公司的股東的合規規定，閣下僅可就閣下於閣下證券戶戶登記處存置的本公司股東名冊上以自身名義登記的利興股份選擇股份選項。因此，倘閣下透過中央結算系統持有閣下部分利興股份並擬接納要約及就任何該等利興股份選擇股份選項，則須向閣下的證券交易商/託管銀行發出指示，從中央結算系統提取有關利興股份，並於有關選擇最後期限(即截止日期)之前儘快安排將有關利興股份轉至閣下名下。倘閣下未能於上文所述安排從中央結算系統提取有關利興股份並轉至閣下名下，則將要約成為或宣佈成為無條件時，僅可就閣下呈交接納的有關利興股份收取現金付款。

Share registrar: Tricor Standard Limited
Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong
股份過戶登記處: 香港標準有限公司
香港皇后大道東183號合和中心54樓

FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby transfers to the "Transferee" named below the Lee Hing Share(s) held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the Composite Document, and the Transferee hereby agrees to accept and hold the Lee Hing Share(s) subject to such terms and conditions. 按閣下下列代價，下列「轉讓人」謹此在本表格及綜合文件中所載的條款及條件規限下，將以下註明由轉讓人所持有的利興股份轉讓予下列「承讓人」，而承讓人謹此同意在有關條款及條件規限下接納及持有利興股份。		
Total number of Lee Hing Share(s) to be transferred (Note 1) 將予轉讓的利興股份總數(附註1)	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 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: Registered address: 登記地址:	Forename (s): 名字: Telephone number: 電話號碼:
CONSIDERATION 代價	CASH PAYMENT: 現金付款: NUMBER OF LEE HING SHARES IN RESPECT OF WHICH YOU ELECT TO RECEIVE CASH PAYMENT OF HK\$0.80 PER LEE HING SHARE 閣下選擇按每股利興股份0.80港元收取現金付款的利興股份數目	
	FIGURES 數目	WORDS 大寫
	SHARE ALTERNATIVE: 股份選項: NUMBER OF LEE HING SHARES IN RESPECT OF WHICH YOU ELECT THE SHARE ALTERNATIVE 閣下選擇股份選項的利興股份數目	
	FIGURES 數目	WORDS 大寫
Notes for electing the Share Alternative: 選擇股份選項的注意事項: PLEASE INDICATE THE NUMBER(S) OF LEE HING SHARES FOR WHICH YOU ELECT CASH PAYMENT AND/OR THE SHARE ALTERNATIVE IN THE SPACES PROVIDED ON THE RIGHT. (NOTE 2) 請在右欄空白處表明閣下選擇現金付款及/或股份選項的利興股份數目。(附註2)		
<p>YOU MUST PROVIDE THE FOLLOWING DOCUMENTS (and such other documents which may be required) for the purpose of ensuring accuracy of the registered ownership of the Offeror Shares and satisfying compliance requirements applicable to shareholders of a company incorporated in the British Virgin Islands, failing which your election of the Share Alternative may be invalid and you will be treated for the purposes of the election as opting to receive cash payment in respect of all of your Lee Hing Shares tendered by you for acceptance under this Form of Acceptance.</p> <p>為確保要約人股份登記所有權的準確性並遵守適用於英國處女群島註冊成立公司的股東的合規規定，閣下須提供以下文件(及可能所需的其他文件)，如未能提供有關文件，閣下就股份選項的選擇或會無效，而閣下將被視為選擇就閣下根據本接納表格提交接納的所有利興股份收取現金付款:</p> <p><input type="checkbox"/> Individual registered Shareholder – a certified true copy each of (i) your valid Hong Kong Identity Card or passport; and (ii) proof of your residential address (which shall be issued within the last three months of the date of the acceptance).</p> <p><input type="checkbox"/> Corporate registered Shareholder – a certified true copy each of (i) your certificate of incorporation, (ii) your registration certificate (where applicable), (iii) your constitutional documents, (iv) your register of members (or equivalent), (v) your register of directors (or equivalent), (vi) your address proof, (vii) your organization chart (showing up to your ultimate beneficial owners holding 10% shareholding or more and any intermediate holding companies); (viii) if any of the intermediate holding companies as mentioned in item (vii) above, items (i) to (vi) above of such intermediate holding company; and (ix) all items applicable to an individual registered shareholder as indicated above of each of your ultimate beneficial owners.</p> <p>公司登記股東—以下各項的經核證真實副本: (i) 閣下的有效香港身份證或護照; 及(ii) 閣下的住址證明(須於接納日期最近三個月內出具)。</p> <p>公司登記股東—以下各項的經核證真實副本: (i) 閣下的公司註冊證書; (ii) 閣下的登記證書(如適用); (iii) 閣下的章程文件; (iv) 閣下的股東名冊(或等同文件); (v) 閣下的董事名冊(或等同文件); (vi) 閣下的地址證明; (vii) 閣下的組織架構圖(最多顯示閣下持有10%或以上股權的最終實益股東及任何中間控股公司); (viii) 就上文第(vii)項所述任何中間控股公司而言，相關中間控股公司的上述第(i)至(vi)項; 及(ix) 閣下最終實益擁有人各自的上述個人登記股東應用的所有項目。</p> <p>These documents should be in English or accompanied by an English translation which is certified as a true translation and should be certified as true copies by solicitor, a certified public accountant or a chartered secretary. The Offeror and the Company reserve the discretion to request additional evidence or documents as may be required for the purpose of complying with the relevant anti-money laundering requirements of the British Virgin Islands. 這些文件應為英文或備有經核證為真實副本的英文翻譯，並須由律師、執業會計師或特許秘書核實為真實副本。要約人及本公司保留要求就遵守英國處女群島相關反洗錢規定而可能需要的其他憑證或文件的酌情權。</p>		
TRANSFEEE(S) 承讓人	Name 名稱: Correspondence Address 通訊地址: Occupation 職業:	Lee Hing (2021) Limited Vistra Corporate Services Centre, Wickhams Cay II, Road Town, Tortola, VG1110, British Virgin Islands Corporation 法人團體

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

Signature of witness 見證人簽署

Name of witness 見證人姓名

Address of witness 見證人地址

Occupation of witness 見證人職業

Signature (s) of Transferor (s) or its duly authorised agent (s) / company chop, if applicable (Note 3)
轉讓人或其正式授權代理人簽署/公司印鑑(如適用)(附註3)

Date of submission of this Form of Acceptance
提交本接納表格的日期

ALL JOINT REGISTERED HOLDERS MUST SIGN HERE
所有聯名登記持有人均須於此處簽署

DO NOT COMPLETE 請勿填寫本欄	
Signed by or for and 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:	For and on behalf of 代表 Lee Hing (2021) Limited
Signature of witness 見證人簽署	
Name of witness 見證人姓名	Authorised Signatory(ies) 獲授權簽署人
Address of witness 見證人地址	Signature of the Transferee or its duly authorised agent(s) 承讓人或其正式授權代理人簽署
Occupation of witness 見證人職業	Date of transfer 轉讓日期

Note:
1. Insert the total number of Lee Hing Shares for which the Offer is accepted. If no number is specified or if the total number specified is greater than or (after enquiry with you, it was specified by mistake) smaller than your registered holding of Lee Hing Share(s), as supported by the share certificate(s), transfer receipt(s) and/or any other documents of title (and / or any satisfactory indemnity or indemnities required in respect thereof), you have signed this Form of Acceptance, this Form of Acceptance must be resubmitted and received by the Registrar by not later than 4:00 p.m. on Wednesday, 1 December 2021 or such later time(s) and/or date(s) as may be announced by the Offeror in compliance with the Takewholes Code and approved by the Executive.
2. If (a) you opt both to receive cash payment and for the Share Alternative but have failed to indicate an allocation of your Lee Hing Shares between cash payment and the Share Alternative which corresponds to the total number of your Lee Hing Shares tendered for acceptance as indicated above; OR (b) you do not make an election as to cash payment and/or the Share Alternative in respect of all of your Lee Hing Shares tendered for acceptance as indicated above, you will be treated for the purposes of the election as opting to receive cash payment in respect of all of your Lee Hing Shares tendered by you for acceptance under this Form of Acceptance.
3. Subject to the Offer becoming or being declared unconditional, if you validly elect the Share Alternative in respect of all or part of your Lee Hing Shares registered in your own name, you are deemed by signing this Form of Acceptance to have agreed to enter into the Shareholders' Agreement (the form of which is set out in the Composite Document) as a shareholder of the Offeror and authorized any director of the Offeror as your agent to sign the Shareholders' Agreement on your behalf.
附註:
1. 請填上接納要約的利興股份總數。倘無數字指定或所填總數大於或(經閣下查詢後，其指定數目小於)閣下登記持有的利興股份(以票據、過戶收據或任何其他所有權文件及/或任何此等所有權人位的一份或多份備用保證書)證明，閣下已簽署本接納表格，則本接納表格須於閣下指定日期或之後(即2021年12月1日(星期三)下午四時正或之後)及/或日期(如獲要約人同意)及/或日期(如獲要約人同意)之前提交予過戶處，且須獲過戶處接納。
2. 倘若(a)閣下既選擇收取現金付款又選擇股份選項，但未能顯示閣下在現金付款及股份選項之間對閣下呈交的利興股份作出分配，或(b)閣下並未就閣下呈交的利興股份作出選擇，則閣下將被視為選擇就閣下呈交的利興股份收取現金付款。
3. 倘若要約成為或宣佈為無條件，閣下在閣下就閣下登記持有的利興股份選擇股份選項時，閣下將被視為同意與本公司訂立股東協議(有關格式載於綜合文件)並授權任何閣下的人員代表閣下簽署該協議。

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 Lee Hing Share(s), you should at once hand this Form of Acceptance and the accompanying Composite Document to the purchaser(s) or transferee(s) or to the bank, licensed securities dealer, registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

Kingkey Securities is making the Offer on behalf of the Offeror. The making of the Offer to Overseas Disinterested Shareholders may be affected by the laws and regulations of the relevant jurisdictions. If you are an Overseas Disinterested Shareholder, you should observe all applicable legal and regulatory requirements and, where necessary, seek independent legal advice. If you wish to accept the 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 the obtaining of all governmental, exchange control or other consents which may be required and the compliance with all necessary formalities and regulatory or legal requirements. You will also be fully responsible for any such issue, transfer or other taxes or duties payable by you in respect of the acceptance of the Offer. Acceptance of the Offer by you will constitute a representation and warranty by you to the Offeror, Kingkey Securities, INCU and the Company that you have observed and are permitted under all applicable laws and regulations to receive and accept the Offer (and any revision thereof), and that you have obtained all requisite governmental, exchange control or other consents in compliance with all necessary formalities and regulatory or legal requirements and have paid all issue, transfer or other taxes or duties or other required payments due from you in connection with such acceptance in any territory, and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations. This Form of Acceptance should be read in conjunction with the accompanying Composite Document.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

The Offer is conditional. Shareholders are advised to read the Composite Document and when necessary, seek professional advice before completing this Form of Acceptance. To accept the Offer made by Kingkey Securities on behalf of the Offeror to acquire your Lee Hing Shares at a cash payment of HK\$0.8 per Lee Hing Share and/or through the Share Alternative, you should complete and sign this Form of Acceptance overleaf and lodge this entire 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) in respect of the number of Lee Hing Shares for which you intend to accept the Offer and the KYC Documents in relation to election of the Share Alternative only marked "Lee Hing Development Limited – Offer" to the Registrar, Tricor Standard Limited at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong, no later than 4:00 p.m. on Wednesday, 1 December 2021, or such later time(s) and/or date(s) as the Offeror may determine and announce with the consent of the Executive in accordance with the Takeovers Code. The provisions contained in Appendix I to the Composite Document are incorporated into and form part of this Form of Acceptance. Any Shareholder who has returned a completed and signed Form of Acceptance (a) opting both to receive cash payment and for the Share Alternative but have failed to indicate an allocation of his/her/its Lee Hing Shares between cash payment and the Share Alternative which corresponds to the total number of his/her/its Lee Hing Shares tendered for acceptance as indicated in this Form of Acceptance; or (b) but do not make an election as to cash payment and/or for the Share Alternative in respect of all of his/her/its Lee Hing Shares tendered for acceptance; or (c) opting for the Share Alternative but have failed to submit all applicable KYC Documents or such additional evidence or documents as may be required by the Offeror, will be treated for the purposes of the election as opting to receive cash payment in respect of all his/her/its Lee Hing Shares registered in his/her/its name and tendered by him/her/it for acceptance.

For the purpose of ensuring accuracy of the registered ownership of the Offeror Shares and satisfying compliance requirements applicable to shareholders of a company incorporated in the British Virgin Islands, a Shareholder may opt for the Share Alternative only in respect of such of his/her/its Lee Hing Shares as are registered in his/her/its own name on the register of members of the Company maintained by the Registrar. Accordingly, if a Shareholder is holding all or part of his/her/its Lee Hing Shares via CCASS and wishes to accept the Offer and opts for the Share Alternative in respect of any of such Lee Hing Shares, such Shareholder must instruct his/her/its securities dealer/custodian banks to withdraw the relevant Lee Hing Shares from CCASS and arrange for the transfer of the relevant Lee Hing Shares into his/her/its own name as possible before the relevant deadline for election, i.e. the Closing Date. If such Shareholder does not arrange to have the relevant Lee Hing Shares withdrawn from CCASS and transferred in his/her/its name as mentioned above, such Shareholder will only receive cash payment in respect of the relevant Lee Hing Shares tendered by him/her/it for acceptance subject to the Offer becoming or being declared unconditional.

Again, for the purpose of ensuring accuracy of the registered ownership of the Offeror Shares and satisfying compliance requirements applicable to shareholders of a company incorporated in the British Virgin Islands, if a Shareholder opts for the Share Alternative in respect of any of his/her/its Lee Hing Shares registered in his/her/its name on the register of members of the Company, such Shareholder must also lodge the following KYC Documents to comply with the relevant anti-money laundering requirements of the British Virgin Islands (which shall be in English or accompanied by an English translation which is certified as a true translation): (a) if the Shareholder is an individual, he/she must provide a certified true copy (certified as a true copy by a solicitor, a certified public accountant or a chartered secretary) of each of (i) his/her valid Hong Kong Identity Card or passport; and (ii) proof of his/her residential address (which shall be issued within the last three months of the date of the acceptance); or (b) if the Shareholder is a corporation, it must provide a certified true copy (certified as a true copy by a solicitor, a certified public accountant or a chartered secretary) of each of (i) its certificate of incorporation, (ii) its registration certificate (where applicable); (iii) its constitutional document, (iv) its register of members (or equivalent); (v) its register of directors (or equivalent); (vi) its address proof; (vii) its organization chart (showing up to its ultimate beneficial owners holding 10% shareholding or more and any intermediate holding companies); (viii) for any of the intermediate holding companies as mentioned in item (b)(vii) above, items (b)(i) to (b)(vi) above of such intermediate holding company; and (ix) items (a)(i) to (a)(ii) above of each of its ultimate beneficial owners. The Offeror and the Company reserve the discretion to request additional evidence or documents as may be required for the purpose of complying with the relevant anti-money laundering requirements of the British Virgin Islands.

FORM OF ACCEPTANCE IN RESPECT OF THE OFFER

To: **The Offeror, Kingkey Securities and INCU**

1. My/Our execution of this Form of Acceptance overleaf (whether or not such form is dated) shall be binding on my/our successors and assignees, and shall constitute:
 - (a) my/our irrevocable acceptance of the Offer made by Kingkey Securities for and 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 Lee Hing Shares specified in this Form of Acceptance;
 - (b) my/our irrevocable instruction and authority to the Offeror and/or Kingkey Securities and/or INCU or their respective agent(s) to collect from the Company or the Registrar on my/our behalf the share certificate(s) in respect of the Lee Hing Shares due to be issued to me/us in accordance with, and against delivery of, the enclosed transfer receipt(s) and/or other document(s) of title (if any) (and/or 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 was/they were delivered to the Registrar together with this Form of Acceptance;
 - (c) my/our irrevocable instruction and authority to the Offeror and/or Kingkey Securities and/or INCU or their respective agent(s) to send a cheque crossed "Not negotiable – account payee only" drawn in my/our favour for cash payment of the share certificate of the Offeror in my/our favour for the Share Alternative to which I/we shall have become entitled under the terms 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 as soon as possible but in any event within seven (7) Business Days of the date of receipt by the Registrar of a complete and valid acceptance of the Offer, or of the date on which the Offer becomes or is declared unconditional in all respects, whichever is the later;
(Note: Insert name and address of the person to whom the cheque or share certificate is to be sent if different from the registered Shareholder or the first-named of joint registered Shareholders.)
Name: (in BLOCK LETTERS) _____
Address: (in BLOCK LETTERS) _____
- (d) my/our irrevocable instruction and authority to the Offeror and/or Kingkey Securities and/or INCU and/or the Registrar 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 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 Lee Hing Shares to be sold by me/us under the Offer and to cause the same to be stamped and to cause an endorsement to be made on this Form of Acceptance in accordance with the provisions of that Ordinance;
- (e) my/our irrevocable instruction and authority to the Offeror and/or Kingkey Securities and/or INCU and/or the Registrar and/or such person or persons as any of them may direct to complete and execute this Form of Acceptance or any document on my/our behalf in connection with my/our acceptance of the Offer and to do any other act that may be necessary or expedient for the purpose of vesting in the Offeror and/or such person or persons as it may direct my/our Lee Hing Share(s) tendered for acceptance of 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 Lee Hing Shares tendered for acceptance under the Offer to the Offeror or such person or persons as it may direct fully paid and free from any Encumbrances and together with all rights and entitlements attaching or accruing thereto including, without limitation, the right to receive all dividends and other distributions, if any, the record date of which is on or after the date on which the Offer is made (i.e. the date of the despatch of the Composite Document);
- (g) (applicable only if I/we elect the Share Alternative) my/our agreement to enter into the Shareholders' Agreement as a shareholder of the Offeror and, as from the entering into thereof, to give the representations, warranties and undertakings thereunder, to observe and perform my/our obligations thereunder and to be bound by the terms thereunder;
- (h) (applicable only if I/we elect the Share Alternative) my/our irrevocable authority to any director of the Offeror as my/our agent to sign the Shareholders' Agreement on my/our behalf; and
- (i) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Kingkey Securities and/or INCU and/or the Company or their respective agent(s) or such person or persons as any of them may direct on the exercise for any rights contained herein.

2. By completing, signing and submitting this Form of Acceptance and opting for the Share Alternative, I/we hereby represent and warrant to the Company and the Offeror that: (a) I/we may lawfully be offered, take up, obtain and receive the Offeror Shares in the jurisdiction in which I/we reside or am/are currently located; (b) I am/we are not resident or located in, or a citizen of any territory where it would be unlawful to elect the Share Alternative and/or receive the Offeror Shares; (c) I am/we are not electing the Share Alternative and/or receiving the Offeror Shares on a non-discretionary basis for a person who is resident or located in, or a citizen of any territory where it would be unlawful to elect the Share Alternative and/or receive the Offeror Shares at the time the instruction to elect was given; (d) I am/we are not taking up for the account of any person who is located in any territory where it would be unlawful to elect the Share Alternative and/or receive the Offeror Shares unless: (i) the instruction to elect the Share Alternative and/or receive the Offeror Shares was received from a person outside any territory where it would be unlawful to elect the Share Alternative and/or receive the Offeror Shares; and (ii) the person giving such instruction has confirmed that it (aa) has the authority to give such instruction, and (bb) either (x) has investment discretion over such account or (y) is an investment manager or investment company that is electing the Share Alternative and/or receiving the Offeror Shares; (e) I am/we are not electing the Share Alternative and/or receiving the Offeror Shares with a view to the offer, sale, allotment, taking up, exercise, resale, renunciation, pledge, transfer, delivery or distribution, directly or indirectly, of such Offeror Shares into any territory where it would be unlawful to elect the Share Alternative and/or receive the Offeror Shares; (f) I/we understand that the Offeror Shares have not been or will not be registered under the U.S. Securities Act or with any securities regulatory authority of any state, territory, or possession of the U.S.; and (g) I/we agree to provide such additional document or evidence as may be required for the purpose of complying with the relevant anti-money laundering requirements of the British Virgin Islands, failing which my/our election of the Share Alternative may be invalid and I/we will be treated for the purposes of the election as opting to receive cash payment in respect of all of my/our Lee Hing Shares tendered by me/us for acceptance under this Form of Acceptance.
3. I/We understand that acceptance of the Offer by me/us will be deemed to constitute a representation and warranty by me/us to the Offeror, Kingkey Securities, INCU and the Company that (i) the Lee Hing Shares held by me/us to be acquired under the Offer are sold free from any Encumbrances and together with all rights and entitlements attaching or accruing thereto including, without limitation, the right to receive all dividends and other distributions, if any, the record date of which is on or after the date on which the Offer is made (i.e. the date of the despatch 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, their beneficial owner and parties acting in concert with any of them, the Company, Kingkey Securities, INCU or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Offer or my/our acceptance thereof, and am/are permitted under all applicable laws and regulations to receive and accept the Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws and regulations.
4. In the event that my/our acceptance is not valid, 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 satisfactory indemnity or indemnities required in respect thereof), together with this Form of Acceptance duly cancelled, by ordinary post at my/our own risk to the person and address stated in paragraph 1(c) above or, if no name and address is stated, to me/us 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: If I/we submit the transfer receipt(s) upon acceptance of the Offer and in the meantime the relevant share certificate(s) is/are collected by any of the Offeror and/or Kingkey Securities and/or INCU or any of their agent(s) from the Company or the Registrar on my/our behalf, I/we shall be returned such share certificate(s) in lieu of the transfer receipt(s).
5. 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 Lee Hing Shares which are to be held by you on the terms and conditions of the Offer.
6. I/We warrant and represent to the Offeror, Kingkey Securities, INCU and the Company that I am/we are the registered Shareholder(s) of the number of Lee Hing Shares specified in this Form of Acceptance and I/we have the full right, power and authority to sell and pass the title and ownership of my/our Lee Hing Shares to the Offeror by way of acceptance of the Offer.
7. I/We warrant and represent to the Offeror, Kingkey Securities, INCU and the Company that I/we have observed and are permitted under all applicable laws and regulations to accept the 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 and regulatory or legal requirements; and that I/we have paid all issue, transfer or other taxes or 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.
8. I/We warrant to the Offeror, Kingkey Securities, INCU and the Company that I/we shall be fully responsible for payment of any transfer or other taxes and duties in respect of the jurisdiction where my/our address is located as set out in the register of members of the Company in connection with my/our acceptance of the Offer.
9. In the event that I/we elect the Share Alternative, by completing, signing and submitting this Form of Acceptance, I/we hereby represent and warrant to the Company and the Offeror that:
 - (a) (in case of a corporate Shareholder) we are duly incorporated and validly existing as a corporation under the laws of our jurisdiction of incorporation;
 - (b) I/we have the requisite power and authority to enter into the Shareholders' Agreement and to perform my/our obligations thereunder (in case of a corporate Shareholder, without any further sanction or consent by our shareholders);
 - (c) (in case of a corporate Shareholder) we have taken all necessary actions to authorise the execution of the Shareholders' Agreement by us and the performance of our obligations hereunder;
 - (d) the Shareholders' Agreement will, when executed, constitute legal, valid and binding obligations of me/us enforceable in Hong Kong, subject to any procedural regulations under the applicable law; and
 - (e) the execution, delivery and performance of the Shareholders' Agreement by me/us does not and will not violate in any respect any provision of (a) any law or regulation or any order, judgment or decree of any governmental authority, agency or court of Hong Kong or elsewhere; (b) (in case of a corporate Shareholder) the laws and documents incorporating and constituting us; or (c) any mortgage, agreement, contract or other undertaking or instrument to which I am/we are a party or which is binding upon me/us or any of my/our assets, and does not and will not result in the creation or imposition of any Encumbrance on any of my/our assets pursuant to the provisions of any such mortgage, contract or other undertaking or instrument.
10. I/We acknowledge that, save as expressly provided in the Composite Document and this Form of Acceptance, all the acceptances, instructions, authorities and undertakings hereby given shall be irrevocable.
11. I/We acknowledge that my/our Lee Hing Shares sold to the Offeror by way of acceptance of the Offer will be registered under the name of the Offeror or its nominee.
12. I/We understand that no acknowledgement of receipt of any Form of Acceptance, 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.
13. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror, Kingkey Securities, INCU and the Company (so as to bind my/our successors and assignees) that, subject to the Offer having become or been declared unconditional in all respects, in respect of the Lee Hing Shares which are 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, I/we hereby 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 Lee Hing Shares into certificated form) to the attention of the Offeror at the Registrar at **Level 54, Hopewell Centre, 183 Queen's Road East, 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 Lee Hing 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 Lee Hing Shares on my/our behalf, such votes to be cast in a manner to be determined at the sole discretion of the Offeror; and
 - (c) my/our agreement not to exercise any such rights without the consent of the Offeror and my/our irrevocable undertaking not to appoint a proxy for, or to attend in person 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.

For the avoidance of doubt neither Hong Kong Securities Clearing Company Limited nor HKSCC Nominees Limited will give, or be subject to, any of the above representations or warranties.

本接納表格乃重要文件，請即處理。

閣下如對本接納表格任何部分或應採取的行動有任何疑問，應諮詢閣下的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。

閣下如已將名下的利興股份全部售出或以其他方式轉讓，應立即將本接納表格及隨附的綜合文件送交買主或承讓人或經手買賣或轉讓的銀行、持牌證券交易商、註冊證券機構或其他代理商，以便轉交買主或承讓人。

京基證券茲代表要約人提出要約。向海外無利害關係股東提出要約或會受到有關司法權區的法例及規例影響。倘閣下為海外無利害關係股東，閣下應自行遵守所有適用法律及監管規定，並於有需要時尋求獨立法律意見。閣下如欲接納要約，則有責任自行確保就此全面遵守有關司法權區的法例及規例，包括取得可能所需的一切政府、外匯管制或其他同意，以及遵守一切所需的正式手續及監管或法律規定。閣下亦須就接納要約應付的任何有關發行費、轉讓費或其他稅項或徵費負全責。閣下接納要約即構成閣下向要約人、京基證券、衍丰及本公司所作的聲明及保證，表示閣下已遵守所有適用法律及規例以及根據所有適用法律及規例獲允許接收及接納要約(及其任何修訂)，而閣下已根據一切必要正式手續及遵守監管或法律規定取得一切所需的政府、外匯管制或其他同意，並已就有關接納支付閣下於任何地區應付的所有發行費、轉讓費或其他稅項或徵費或其他所需款項，且該接納根據所有適用法律及規例屬有效及具約束力。本接納表格應與隨附的綜合文件一併閱覽。

本接納表格的填寫方法

要約附帶條件。股東於填寫本接納表格前務請閱覽綜合文件及尋求專業意見(如有需要)。為接納京基證券代表要約人就按每股利興股份0.8港元的現金價格收購閣下的利興股份及/或透過股份選項所提出的要約，閣下應填妥及簽署本接納表格背頁，並將整份表格連同閣下有意接納要約的利興股份數目相關股票及/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的一份或多份彌償保證書)以及有關選擇股份選項的KYC文件，在不遲於2021年12月1日(星期三)下午四時正(或要約人根據收購守則可能釐定及公佈及經執行人員批准的有關較後時間及/或日期)送達股份過戶登記處卓佳標準有限公司，地址為香港皇后大道東183號合和中心54樓(須註明「利興發展有限公司-要約」)。綜合文件附錄一所載的條文納入本接納表格並構成其中部分。任何股東如已交回填妥及簽署的接納表格，惟(a)選擇同時收取現金付款及股份選項，但未表明其利興股份於現金付款與股份選項之間的分配(數目相當於本接納表格所示其提呈接納的利興股份總數)；或(b)未選擇收取現金付款及/或股份選項(就其提呈接納的所有利興股份而言)；或(c)選擇股份選項，但未能提交所有適用的KYC文件或要約人可能要求的其他憑證或文件，將被視為選擇就其以自身名義登記及提呈接納的所有利興股份收取現金付款。

為確保要約人股份登記所有權的準確性及遵守適用於英屬處女群島註冊成立公司股東的合規規定，股東僅可就其於股份過戶登記處存置的本公司股東名冊上以自身名義登記的利興股份選擇股份選項。因此，倘股東透過中央結算系統持有其全部或部分利興股份並擬接納要約及就任何該等利興股份選擇股份選項，則須向其證券交易商/託管銀行發出指示，從中央結算系統提取有關利興股份，並於有關選擇最後期限(即截止日期)之前儘快安排將有關利興股份轉至其名下。倘該股東未按上述安排從中央結算系統提取有關利興股份並轉至其名下，則待要約成為或宣佈成為無條件時，僅可就其提呈接納的有關利興股份收取現金付款。

同樣，為確保要約人股份登記所有權的準確性及遵守適用於英屬處女群島註冊成立公司股東的合規規定，倘股東就於本公司股東名冊以自身名義登記的任何利興股份選擇股份選項，亦須同時提交下列KYC文件(須為英文或隨附核證為真實譯本的英文翻譯)以遵守英屬處女群島的相關反洗錢規定：(a)倘股東為個人，其須提供以下各項的經核證真實副本(律師、執業會計師或特許秘書核實為真實副本)：(i)其有效香港身份證或護照；及(ii)其住址證明(須於接納日期最近三個月內出具)；或(b)倘股東為法團，其須提供以下各項的經核證真實副本(律師、執業會計師或特許秘書核實為真實副本)：(i)其公司註冊證書；(ii)其登記證書(如適用)；(iii)其章程文件；(iv)其股東名冊(或等同文件)；(v)其董事名冊(或等同文件)；(vi)其地址證明；(vii)其組織架構圖(最多顯示其持有10%或以上股權的最終實益擁有人及任何中間控股公司)；(viii)就上文第(b)(vii)項所述任何中間控股公司而言，相關中間控股公司的上述第(b)(i)至(b)(vi)項；及(ix)其最終實益擁有人各自的上述第(a)(i)至(a)(ii)項。要約人及本公司保留要求就遵守英屬處女群島相關反洗錢規定而可能需要的其他憑證或文件的酌情權。

有關要約的接納表格

批：要約人、京基證券及衍丰

- 本人/吾等一經簽立本接納表格的背頁(不論該表格是否已註明日期)，本人/吾等的承繼人及受讓人將受此約束，並將構成：
 - 本人/吾等不可撤回地就本接納表格上所註明的利興股份數目，按照綜合文件及本接納表格所述的代價及受其條款及條件所規限，接納綜合文件所載由京基證券代表要約人提出的要約；
 - 本人/吾等不可撤回地指示及授權要約人及/或京基證券及/或衍丰或彼等各自的代理，代表本人/吾等交付隨附經本人/吾等正式簽署的過戶收據及/或其他所有權文件(如有)(及/或就此所需並令人信納的一份或多份彌償保證書)，憑此向本公司或股份過戶登記處領取本人/吾等就利興股份應獲發的股票，並將有關股票送交股份過戶登記處，以及授權及指示股份過戶登記處按照要約的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交回股份過戶登記處；
 - 本人/吾等不可撤回地指示及授權要約人及/或京基證券及/或衍丰或彼等各自的代理，就本人/吾等根據要約條款應得的方式，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(就選擇現金付款而言)，或向本人/吾等發出要約人股票(就股份選項而言)，然後儘早惟無論如何於股份過戶登記處接獲完整及有效的要約接納之日或要約於各方面成為或宣佈成為無條件當日(以較後發生者為準)後七(7)個營業日內，按以下地址以普通郵遞方式寄予以下人士，或倘並無於下欄填上姓名及地址，則按本公司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)，郵誤風險概由本人/吾等承擔；
(附註：倘收取支票或股票的人士並非登記股東或名列首位的聯名登記股東，則請在本欄填上該名人士的姓名及地址。)
姓名：(請用正楷填寫) _____
地址：(請用正楷填寫) _____
- 本人/吾等不可撤回地指示及授權要約人及/或京基證券及/或衍丰及/或股份過戶登記處及/或彼等任何一方可能就此指定的人士，代表本人/吾等製備及簽立香港法例第117章印花稅條例規定本人/吾等作為根據要約出售利興股份的賣方須製備及簽立的成交單據，並按照該條例的條文安排該單據加蓋印花及安排在本接納表格背書證明；
- 本人/吾等不可撤回地指示及授權要約人及/或京基證券及/或衍丰及/或股份過戶登記處及/或彼等任何一方可能指定的人士，代表本人/吾等填妥及簽立本接納表格或任何有關本人/吾等接納要約的文件，並作出任何其他可能屬必要或權宜的行為，以將本人/吾等交回以接納要約的利興股份轉歸要約人及/或其可能指定的人士所有；
- 本人/吾等承諾於可能屬必要或合宜時簽立有關其他文件及作出有關行為及事項，以進一步確保本人/吾等根據接納要約呈交的利興股份轉讓予要約人或其可能指定的人士，而該等股份已繳足股款且不附帶任何產權負擔，並連同附帶或累算的一切權利和權益，包括但不限於收取所有股息及其他分派(如有)的權利，前提是記錄日期為要約作出當日(即寄發綜合文件的日期)或之後日期；
- (僅於本人/吾等選擇股份選項的情況下適用)本人/吾等同意作為要約人股東訂立股東協議，並自訂立有關協議起，據此作出聲明、保證及承諾，遵守及履行本人/吾等於其項下的責任及受其條款約束；
- (僅於本人/吾等選擇股份選項的情況下適用)本人/吾等不可撤回地授權要約人任何董事作為本人/吾等的代理，代本人/吾等簽署股東協議；及
- 本人/吾等同意追認要約人及/或京基證券及/或衍丰及/或本公司或彼等各自的代理或彼等任何一方可能指定的人士於行使本表格所載任何權利時可能作出或進行的各種行動或事宜。

2. 藉填妥、簽署及提交本接納表格並選擇股份選項，本人／吾等謹此向本公司及要約人聲明並保證：(a)本人／吾等可於本人／吾等居住或本人／吾等目前身處的司法權區合法地被提呈發售、承購、獲取及收取要約人股份；(b)本人／吾等並非選擇股份選項及／或收取要約人股份將屬不合法的任何領土的任何領土的任何居民或當地或當地的公民；(c)本人／吾等並非按非全權委託標準為於發出選擇指示時選擇股份選項及／或收取要約人股份將屬不合法的任何領土的任何居民或當地人士或當地公民選擇股份選項及／或收取要約人股份；(d)本人／吾等不會為身處選擇股份選項及／或收取要約人股份將屬不合法的任何領土的任何人士的任何賬戶作出承購，除非：(i)選擇股份選項及／或收取要約人股份的指示乃來自選擇股份選項及／或收取要約人股份將屬不合法的任何領土以外的人士；及(ii)發出該指示的人士已確認其(aa)有權發出該指示，並且(bb)(x)對該賬戶擁有投資酌情權或(y)為選擇股份選項及／或收取要約人股份的投资經理或投资公司；(e)本人／吾等並非為直接或間接要約、出售、配發、承購、行使、轉售、放棄、質押、轉讓、交付或分派有關要約人股份至選擇股份選項及／或收取要約人股份將屬不合法的任何領土而選擇股份選項及／或收取要約人股份；(f)本人／吾等明白，要約人股份並未亦不會根據美國證券法或於美國任何州、領土或領地的任何證券監管機構登記；及(g)本人／吾等同意提供為遵守英屬處女群島相關反洗錢規定而可能需要的有關額外文件或憑證，倘未能提供，本人／吾等選擇股份選項可能屬無效，本人／吾等就選擇而言將被視為就根據本接納表格交回以作接納的所有利興股份選擇收取現金付款。
3. 本人／吾等明白本人／吾等接納要約，將被視為構成本人／吾等向要約人、京基證券、衍丰及本公司聲明及保證，(i)本人／吾等所持將根據要約被收購的利興股份，於出售時概不附帶任何產權負擔，並連同附帶或累算的一切權利和權益，包括但不限於收取所有股息及其他分派(如有)的權利，前提是記錄日期為要約作出當日(即寄發綜合文件的日期)或之後日期；及(ii)本人／吾等並無採取或遺漏任何行動而將會或可能致使要約人、彼等的實益擁有人及與彼等任何一方一致行動的人士、本公司、京基證券、衍丰或任何其他人士違反任何地區與要約或本人／吾等接納要約有關的法律或監管規定，且本人／吾等根據所有適用法例及規例獲允許接收及接納要約及其任何修訂，且該接納根據所有適用法例及規例屬有效及具約束力。
4. 倘本人／吾等的接納按照要約條款屬無效，則上文第1段所載的所有指示、授權及承諾將告終止。在此情況下，本人／吾等授權並懇請閣下向本人／吾等發還本人／吾等的股票及／或過戶收據及／或任何其他所有權文件(及／或就此所需並令人信納的一份或多份彌償保證書)，連同已正式註銷的本接納表格以普通郵遞方式一併寄予上文第1(c)段所列的人士及地址，或如未有列明姓名及地址，則按本公司股東名冊所示登記地址寄予本人／吾等或吾等當中所列首位者(如為聯名登記股東)，郵誤風險概由本人／吾等承擔。
附註：倘本人／吾等於接納要約時提交過戶收據，而要約人及／或京基證券及／或衍丰或彼等的任何代理在此期間代表本人／吾等從本公司或股份過戶登記處領取有關股票，則發還予本人／吾等者將為該(等)股票而非過戶收據。
5. 本人／吾等附上本人／吾等持有的全部／部分利興股份的相關股票及／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的一份或多份彌償保證書)，將由閣下按要約的條款及條件持有。
6. 本人／吾等向要約人、京基證券、衍丰及本公司保證及聲明，本人／吾等為本接納表格所列利興股份數目的登記股東，而本人／吾等有十足權利、權力及授權以接納要約的方式，向要約人出售及移交本人／吾等利興股份的所有權及擁有權。
7. 本人／吾等向要約人、京基證券、衍丰及本公司保證及聲明，本人／吾等已遵守所有適用法例及規例，以及根據所有適用法例及規例獲允許接納要約及其任何修訂；而本人／吾等已取得一切所需政府、外匯管制或其他方面的同意，以及遵守所有必要正式手續及監管或法律規定辦理一切所需的登記或存檔手續；而本人／吾等已支付本人／吾等就該接納應付的所有發行費、轉讓費或其他稅項或徵費或其他所需款項；且該接納根據所有適用法例及規例屬有效及具約束力。
8. 本人／吾等向要約人、京基證券、衍丰及本公司保證，本人／吾等將就支付在本公司股東名冊所示本人／吾等地址所在司法權區關於本人／吾等接納要約方面的任何轉讓或其他稅項及徵稅負全責。
9. 倘本人／吾等透過填妥、簽署及遞交本接納表格選擇股份選項，則本人／吾等謹此向本公司及要約人聲明及保證：
 - (a) (倘屬公司股東)吾等為根據註冊成立的司法權區法例正式註冊成立及有效存續的公司；
 - (b) 本人／吾等擁有必要權力及授權訂立股東協議及履行本人／吾等於其項下的責任(倘屬公司股東，毋需吾等股東的任何進一步批准或同意)；
 - (c) (倘屬公司股東)吾等已採取一切必要行動授權吾等簽立股東協議並履行吾等於其項下的責任；
 - (d) 股東協議一經簽立，即構成本人／吾等於香港可強制執行的有效及具約束力的法律責任，並受適用法例的任何程序規例所規限；及
 - (e) 本人／吾等簽立、交付及履行股東協議並無且不會於任何方面違反以下條文：(a)香港或其他地區的任何法例或規例或任何政府機構、機關或法院的任何命令、判決或法令；(b)(倘屬公司股東)吾等註冊成立及構成的法例及文件；或(c)本人／吾等所訂立或對本人／吾等或本人／吾等的任何資產有約束力的任何抵押、協議、合約或其他承諾或文據，且根據任何該等抵押、合約或其他承諾或文據的條款並無及不會導致就本人／吾等的任何資產設立或施加任何產權負擔。
10. 本人／吾等知悉，除綜合文件及本接納表格明文規定外，據此作出的所有接納、指示、授權及承諾均不可撤回。
11. 本人／吾等知悉，本人／吾等以接納要約的方式售予要約人的利興股份將以要約人或其代理人的名義登記。
12. 本人／吾等明白，任何接納表格、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的一份或多份彌償保證書)概不獲發確認收據。本人／吾等亦明白所有文件將以普通郵遞方式寄出，郵誤風險概由本人／吾等自行承擔。
13. 本人／吾等就根據要約已獲接納，而其接納並未被有效撤回及並非以要約人的名義或按其指示登記的利興股份，待要約於各方面成為或宣佈成為無條件，向要約人、京基證券、衍丰及本公司不可撤回地承諾、聲明、保證及同意(以約束本人／吾等的繼承人及受讓人)：
 - (a) 本人／吾等授權本公司及／或其代理將可能須向本人／吾等作為本公司股東寄發的任何通告、通函、單據或其他文件或通訊(包括任何股票及／或因將該等利興股份轉為證書形式而發出的其他所有權文件)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54樓)予要約人；
 - (b) 不可撤回地授權要約人或其代理代表本人／吾等簽署任何同意書，同意縮短本公司任何股東大會通知期，及／或出席及／或簽立有關該等利興股份的代表委任表格以委任要約人提名的任何人士出席相關股東大會(或其任何續會)，以及代表本人／吾等行使該等利興股份所附帶的投票權，而該等投票將以要約人全權酌情釐定的方式作出；及
 - (c) 本人／吾等協定，在未經要約人的同意下不會行使任何有關權利，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表或親身出席股東大會，以及在上文規限下，如本人／吾等以往已就本公司股東大會委任代表(而該代表並非要約人或其代理人或獲委任人士)出席該等大會或作出投票，則本人／吾等謹此明示撤回有關委任。

為免生疑問，香港中央結算有限公司或香港中央結算(代理人)有限公司將概不作出或受限於任何上述聲明或保證。

PERSONAL DATA

Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of the Offeror, Kingkey Securities, INCU, the Company 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 Lee Hing 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. It may also prevent or delay the despatch of the consideration to which you are entitled under the Offer.

2. Purpose

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 the Acceptance and the Composite Document;
- registering transfers of the Lee Hing Share(s) out of your name;
- maintaining or updating the relevant register of members of the Lee Hing 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 agents such as Kingkey Securities, INCU and the 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 the Offeror, Kingkey Securities, INCU, the Company and/or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror, Kingkey Securities, INCU, the Company and/or the Registrar to discharge their obligations to the Shareholders and/or regulators 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 the Offeror and/or Kingkey Securities and/or INCU and/or the Company 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, Kingkey Securities, INCU, the Company and/or any of their agents and/or the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or Kingkey Securities and/or INCU and/or the Company and/or the 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 institution in securities; and
- any other persons or institutions whom the Offeror and/or Kingkey Securities and/or INCU and/or the Company and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

4. Retention of personal data

The Offeror, Kingkey Securities, INCU, the Company and the Registrar will keep the personal data provided in this form 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 Kingkey Securities and/or INCU and/or the Company and/or the Registrar hold(s) 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 Kingkey Securities and/or INCU and/or the Company and/or the Registrar have the right to charge a reasonable fee for the processing of any data access request. All requests for access to data or correction of data or for information regarding policies and practices and the kinds of data held should be addressed to the Offeror, Kingkey Securities and/or INCU, the Company or the Registrar (as the case may be).

BY SIGNING THIS FORM OF ACCEPTANCE, 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約人、京基證券、衍丰、本公司及股份過戶登記處對個人資料的政策及慣例以及香港法例第486章個人資料(私隱)條例(「條例」)。

1. 收集閣下個人資料的原因

為就閣下的利興股份接納要約，閣下須提供所需個人資料，倘閣下未能提供所需資料，則可能導致閣下的接納申請被拒或遲延延誤。這亦可能妨礙或延遲寄發閣下根據要約應得的代價。

2. 用途

閣下於本接納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：

- 處理閣下的接納及核實或遵循本接納表格及綜合文件載列的條款及申請手續；
- 登記以閣下名義的利興股份轉讓；
- 保存或更新有關利興股份的股東名冊；
- 進行或協助進行簽名核實，以及進行任何其他資料核實或交換；
- 要約人及/或其代理(例如京基證券、衍丰及股份過戶登記處)發佈通訊；
- 編製統計資料及股東資料；
- 確立股東的獲益權利；
- 披露有關資料以便進行權利申索；
- 按法例、規則或規例規定(無論屬法定或其他規定)作出披露；
- 有關要約人、京基證券、衍丰、本公司及/或股份過戶登記處業務的任何其他用途；及
- 有關上文任何其他附帶或關連用途及/或讓要約人、京基證券、衍丰、本公司及/或股份過戶登記處得以履行彼等對股東及/或監管機構的責任及股東可能不時同意或獲悉的其他用途。

3. 轉交個人資料

本接納表格提供的個人資料將會保密，惟要約人及/或京基證券及/或衍丰及/或本公司及/或股份過戶登記處為達致上述或有關任何上述用途，可能作出彼等認為必需的查詢，以確認個人資料的準確性，尤其是彼等可能向或自下列任何及所有人士及實體披露、獲取或轉交(無論在香港境內或香港境外地區)該等個人資料：

- 要約人、京基證券、衍丰、本公司及/或其任何代理及/或股份過戶登記處；
- 為要約人及/或京基證券及/或衍丰及/或本公司及/或股份過戶登記處的業務營運而向彼等提供行政、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，例如閣下的銀行、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/或京基證券及/或衍丰及/或本公司及/或股份過戶登記處於有關情況下認為必需或適當的任何其他人士或機構。

4. 保留個人資料

要約人、京基證券、衍丰、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表格所收集的個人資料。毋須保留的個人資料將會根據條例銷毀或處理。

5. 存取及更正個人資料

條例規定，閣下有權確認要約人及/或京基證券及/或衍丰及/或本公司及/或股份過戶登記處是否持有閣下的個人資料、獲取該資料副本，以及更正任何錯誤資料。依據條例，要約人及/或京基證券及/或衍丰及/或本公司及/或股份過戶登記處有權就處理任何資料的存取請求收取合理手續費。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別的資料之所有請求，須提交予要約人、京基證券及/或衍丰、本公司或股份過戶登記處(視情況而定)。

閣下簽署本接納表格即表示同意上述所有條款。