

Unless the context otherwise requires, terms used in this Form of Acceptance shall bear the same meanings as defined in the Offer Document issued by Mercurius Partners Investments Limited. 除文義另有所指，本接納表格所用詞彙與Mercurius Partners Investments Limited刊發之收購文件所界定者具相同涵義。



## THE HONG KONG BUILDING AND LOAN AGENCY LIMITED (香港建屋貸款有限公司)

(Incorporated in Hong Kong with limited liability)

(於香港註冊成立之有限公司)

(Stock Code: 145)

(股份代號：145)

### FORM OF ACCEPTANCE AND TRANSFER OF SHARES OF HK\$1.0 EACH IN THE ISSUED SHARE CAPITAL OF THE HONG KONG BUILDING AND LOAN AGENCY LIMITED 香港建屋貸款有限公司已發行股本中每股面值1.0港元股份之接納及轉讓表格

Share Registrar:  
Tengis Limited  
股份過戶登記處：  
登捷時有限公司

26/F Tesbury Centre,  
28 Queen's Road East,  
Hong Kong  
香港皇后大道東二十八號  
金鐘匯中心二十六樓

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

附註：請填上接納收購建議之建屋貸款股份總數。如閣下已簽署本接納表格但未在本接納表格上填上數目，或所填數目超過閣下所持建屋貸款股份之登記持股量，則閣下將被視為已就閣下持有建屋貸款股份之全部登記持股量接納收購建議。

**FOR THE CONSIDERATION** stated below, the Transferor(s) named below hereby transfer(s) to the Transferee named below share(s) of HK\$1.0 each in the issued share capital of The Hong Kong Building and Loan Agency Limited ("HKBLA Share(s)") specified below, upon and subject to the terms and conditions contained herein and in the accompanying Offer Document, and the Transferee hereby agrees to accept and hold the HKBLA Share(s) subject to such terms and conditions.

下述之轉讓人現根據本接納表格和附奉的收購文件中列明的條款和條件，按下列代價，將以下註明香港建屋貸款有限公司已發行股本中每股面值1.0港元之股份（「建屋貸款股份」）轉讓予下述之承讓人，而且承讓人特此同意在遵守該等條款和條件的前提下，接納和持有建屋貸款股份。

Total number of HKBLA Share(s) to which this acceptance relates (Note) 本接納涉及之建屋貸款股份總數 (附註)	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票號碼		
TRANSFEROR(S) name(s) and address(es) in full 轉讓人全名及地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或用正楷填寫)	Family name(s) or company name(s) 姓氏或公司名稱	Forename(s) 名字
	Registered Address(es) 註冊地址	Telephone Number 電話號碼
CONSIDERATION 代價	For each HKBLA Share: HK\$1.475 in cash 每一股建屋貸款股份：現金1.475港元	
TRANSFEEE 承讓人	Mercurius Partners Investments Limited Craigmuir Chambers, Road Town, Tortola, British Virgin Islands	
PLEASE DO NOT DATE 請勿填上日期	SIGNED by the parties to this transfer, this _____ day of _____ 2007 由轉讓雙方於二零零七年_____月_____日簽署	

Signed by the Transferor(s) in the presence of:

轉讓人在下列見證人見證下簽署：

Name of Witness 見證人姓名 \_\_\_\_\_

Signature of Witness 見證人簽署 \_\_\_\_\_

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

Do not complete 請勿填寫本欄

Signed by the Transferee in the presence of:  
承讓人在下列見證人見證下簽署：

Name of Witness 見證人姓名 \_\_\_\_\_

Signature of Witness 見證人簽署 \_\_\_\_\_

Address 地址 \_\_\_\_\_

Occupation 職業 \_\_\_\_\_

For and on behalf of 代表  
**Mercurius Partners Investments Limited**

Signed by the Transferee or its duly authorised agent(s) in the presence of:  
承讓人或其正式授權代理人在見證人見證下簽署

**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 HKBLA Shares, you should at once hand this Form of Acceptance and the accompanying Offer Document to the purchaser(s) or other 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 persons with a registered address in jurisdiction outside Hong Kong may be prohibited or affected by the laws of the relevant jurisdiction. HKBLA Shareholders who are citizens or residents or nationals of jurisdictions outside Hong Kong should obtain appropriate legal advice on, inform themselves about and observe any applicable legal requirement. It is the responsibility of each person who wishes to accept the Offer to satisfy himself, herself or itself as to the full observance of the laws of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents which may be required, the compliance with other necessary formalities or legal requirements and the payment of any transfer or other taxes due in respect of such jurisdiction.**

**The Offer is subject to the conditions set out in the Offer Document. This Form of Acceptance should be read in conjunction with the Offer Document.**

#### HOW TO COMPLETE THIS FORM OF ACCEPTANCE

- To accept the Offer made by Somerley for and on behalf of the Offeror to acquire your HKBLA Shares, you should complete and sign this Form of Acceptance overleaf and forward this entire Form of Acceptance 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 **not less than the number of HKBLA Shares in respect of which you intend to accept the Offer, by post or by hand marked "HKBLA Offer" on the envelope to the Registrar, Tengis Limited at 26/F Tesbury Centre, 28 Queen's Road East, Hong Kong, as soon as possible, but in any event so as to reach the Registrar by no later than 4:00 p.m. (Hong Kong time) on Tuesday, 3 July 2007 (or such later time and/or date as the Offeror may decide and announce as permitted under the Takeovers Code). The provisions of Appendix I to the Offer Document are incorporated into and form part of this Form of Acceptance. HKBLA Shareholders are advised to read the Offer Document before completing this Form of Acceptance.**
- Warning: HKBLA Shareholders should also be aware that in accepting the Offer, any resulting fractions of a Hong Kong cent will be disregarded and any cash amount payable will be rounded down to the nearest Hong Kong cent.**
- Procedure for accepting the Offer**  
If you wish to accept the Offer, you should:
  - insert in the box titled "Total number of HKBLA Shares to which this acceptance relates" the total number of HKBLA Shares for which you wish to accept the Offer; and
  - sign the Form of Acceptance and enclose the relevant share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities in respect thereof).
- If you wish to accept the Offer in respect of your entire registered holding of HKBLA Shares, you do NOT have to fill in the box titled "Total number of HKBLA Shares to which this acceptance relates". Warning: You must sign the Form of Acceptance and enclose the relevant share certificate(s), transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities in respect thereof).**
- If you are holding HKBLA Shares on behalf of another person as nominee or otherwise, you should refer to the section headed "Procedures for Acceptance" in Appendix I to the Offer Document in particular as to the matters which you should consider.
- If this Form of Acceptance is not completed strictly in accordance with the instructions set out in this Form of Acceptance, the Offeror reserves the right to treat this Form of Acceptance as valid to the extent that it may deem this Form of Acceptance to have been completed in accordance with such instructions as may appear to the Offeror to be your intentions.
- Warning:** If you do not insert the total number of HKBLA Shares to which your acceptance relates in the box titled "Total number of HKBLA Shares to which this acceptance relates", you will be deemed to have accepted the Offer in respect of your entire registered holding of HKBLA Shares.
- Warning:** If you insert a number in excess of your registered holding of HKBLA Shares in the box titled "Total number of HKBLA Shares to which this acceptance relates", you will be deemed to have accepted the Offer in respect of your entire registered holding of HKBLA Shares.

#### FORM OF ACCEPTANCE IN RESPECT OF THE OFFER

##### To: The Offeror and Somerley

- My/Our execution of this Form of Acceptance (whether or not such Form of Acceptance is dated) shall be binding on my/our successors and assigns, and shall constitute:
    - my/our irrevocable acceptance of the Offer, made by Somerley on behalf of the Offeror, as contained in the Offer Document for the consideration and on and subject to the terms and conditions therein and herein mentioned (including the terms and conditions set out under the heading "How to complete this Form of Acceptance"), in respect of the number of HKBLA Shares specified in this Form of Acceptance or, if no such number is specified, or a greater number is specified than I/we am/are registered as the holder(s) of, in respect of all such HKBLA Shares of which I/we am/are registered as the holder(s);
    - my/our irrevocable instruction and authority to the Offeror and/or Somerley or their respective agent(s) to collect from HKBLA or the Registrar on my/our behalf the share certificate(s) in respect of HKBLA 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 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 share certificate(s) delivered to the Registrar together with this Form of Acceptance;
    - where I/we have accepted the Offer, my/our irrevocable instruction and authority to the Offeror and/or Somerley or their agent(s) to send a cheque crossed "Not negotiable or 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 by post at my/our risk to the person(s) and address stated below or, if no name(s) and/or address is/are stated below, to the first-named transferor at the address shown in the register of members of HKBLA:  
(Insert below the 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 the joint registered shareholders.)  
**Name:** (in block capitals) .....  
**Address:** .....
  - my/our irrevocable instruction and authority to the Offeror and/or Somerley or such person or persons as either of them may direct for the purpose, on my/our behalf, to make and execute the contract note as required by Section 19(1) of the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) to be made and executed by me/us as the seller(s) of the HKBLA 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;
  - my/our irrevocable instruction and authority to any director of the Offeror and/or Somerley and such person or persons as either of them may direct to complete, amend and execute any document on my/our behalf including but without limitation to insert a date in this Form of Acceptance and to duly complete this Form of Acceptance in accordance with the section titled "How to complete this Form of Acceptance" above 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 HKBLA Shares tendered for acceptance of the Offer;
  - 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 HKBLA 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 and encumbrances 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 and distributions declared, made or paid on or after the date of the Announcement;
  - my/our agreement that, subject to the right to deduct from the amount payable to me/us the seller's ad valorem stamp duty, the settlement of the consideration to which I/we will be entitled under the Offer will be implemented in full in accordance with the terms of the Offer;
  - my/our agreement to ratify each and every act or thing done or effected by the Offeror and/or Somerley or their respective agent(s) or such person or persons as it/they may direct on the exercise of any of the authorities contained herein; and
  - my/our appointment of any of the Offeror and/or Somerley as my/our attorney in respect of all the HKBLA Shares to which this acceptance relates.
- In the event the Offeror exercises its discretion to treat my/our acceptance 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 any other document(s) of title (and/or any satisfactory indemnity or indemnities in respect thereof), together with this Form of Acceptance duly cancelled, by post at my/our risk to the person(s) and address stated above for the receipt of any cheque 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 address shown in the register of members of HKBLA.  
*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 and/or Somerley or their respective agent(s) from HKBLA or the Registrar on your behalf, you will be sent such share certificate(s) in lieu of the transfer receipt(s).*
  - 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 in respect thereof) for the whole/part of my/our holding of HKBLA Shares which is/are to be held by you on the terms and condition of the Offer. I/We understand that no acknowledgement of receipt of any Form of Acceptance or any share certificate(s) and/or any other documents will be given.
  - I/We hereby warrant and represent to you that, I am/we are the registered shareholder(s) of the number of HKBLA 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 such HKBLA Shares to the Offeror by way of acceptance of the Offer.
  - I/We understand that acceptance of the Offer by me/us will constitute a warranty by me/us to the Offeror that the number of HKBLA Share(s) specified in this Form of Acceptance are fully paid and will be sold free from all liens, charges, encumbrances, rights of pre-emption and any other third party rights of any nature and together with all rights attaching to them as at the date hereof, including the right to receive in full all dividends and other distributions, if any, declared, made or paid on or after the date of the Announcement.
  - I/We acknowledge that, save as expressly provided in the Offer Document and in this Form of Acceptance, all the acceptance, instructions, authorities and undertakings hereby given shall be unconditional and irrevocable.
  - I/We hereby warrant and represent to you that I am/we am/are not a resident of the United States (or acting on behalf of a resident of the United States).

**The Offeror reserves the right to treat as valid any acceptance of the Offer which is not entirely in order or which is not accompanied by the relevant certificate(s) of HKBLA Shares and/or transfer receipt(s) and/or any other document(s) of title but, in such cases, the consideration due will not be despatched until the relevant certificate(s) of HKBLA Shares and/or transfer receipt(s) and/or any other document(s) of title (and/or a satisfactory indemnity or indemnities in respect thereof) or other required documentation has/have been received by the Offeror or the Registrar and otherwise subject to the terms and conditions of the Offer.**

本接納表格乃重要文件，請即處理。閣下對本接納表格任何內容或應採取之行動如有任何疑問，應諮詢閣下之持牌證券交易商或註冊證券行、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建屋貸款股份，應立即將本接納表格連同隨附之收購文件，送交買主或其他承讓人，或經手買賣或轉讓之持牌證券交易商或註冊證券行或其他代理，以便轉交買主或承讓人。

向登記地址位於香港境外司法權區之人士提出收購建議，或會受到有關司法權區之法律禁止或影響。建屋貸款股東倘為香港境外司法權區之公民或居民或國民，應尋求、自行了解有關任何適用法律規定之適當法律意見並予遵守。如欲接納有關收購建議之人士，則均有責任全面遵守有關司法權區之法律，包括取得任何可能所需之政府、外匯管制或其他同意，辦理其他所需手續或遵守法律規定，及支付有關司法權區之任何轉讓或其他稅項。

收購建議受收購文件所載之條件所限。本接納表格應與收購文件一併閱覽。

#### 如何填寫本接納表格

1. 如欲接納新百利代表收購人關於收購閣下所持建屋貸款股份提出之收購建議，閣下應填妥及簽署背頁之本接納表格，並將整份接納表格連同不少於閣下擬接納收購建議之建屋貸款股份數目之有關股票及／或過戶收據及／或任何其他所有權文件（及／或任何就此所需滿意之彌償保證）（封面須註明「建屋貸款收購建議」），盡快郵寄或交回登捷時有限公司，地址為香港皇后大道東二十八號金鐘匯中心二十六樓，惟無論如何不得遲於二零零七年七月三日星期二下午四時（香港時間）（或收購人在符合收購守則規限下可能決定及公佈之較後日期及／或時間）交回股份登記處。收購文件附錄之一條文納入並構成本接納表格其中一部分。建屋貸款股東務請先閱讀收購文件後始填寫本接納表格。

2. **警告：**建屋貸款股東應當注意到，因接納收購建議而產生不足一港仙的金額將不予考慮，而任何應付的現金款項將向下調整至最接近的完整港仙金額。

#### 3. 接納收購建議之程序

倘若閣下欲接納收購建議，閣下應：

(a) 於註明「本接納涉及之建屋貸款股份總數」之空格內填寫閣下擬接納收購建議之建屋貸款股份總數；及

(b) 簽署接納表格並附上有關之股票、過戶收據及／或任何其他所有權文件（及／或任何就此有關滿意之彌償保證）。

4. 倘閣下擬就閣下全部所持建屋貸款股份之登記持量接納收購建議，則閣下無須填寫註明「本接納涉及之建屋貸款股份總數」之空格。**警告：**閣下務須簽署接納表格，並附上有關之股票、過戶收據及／或任何其他所有權文件（及／或任何就此有關滿意之彌償保證）。

5. 倘閣下代表另一名人士以代理人或其他身份持有建屋貸款股份，閣下應參閱收購文件附錄一「接納程序」一節，尤其有關閣下應考慮之事宜。

6. 倘若本接納表格並非嚴格根據本接納表格所載之指示填妥，則收購人保留視本接納表格為有效之權利，惟其可視本接納表格為根據閣下之意願填妥。

7. **警告：**倘閣下並無於註明「本接納涉及之建屋貸款股份總數」空格內填寫閣下擬接納收購建議之建屋貸款股份總數，則閣下將被視作就閣下全部所持建屋貸款股份之登記持量接納收購建議。

8. **警告：**倘閣下於註明「本接納涉及之建屋貸款股份總數」空格內填寫超出閣下所持建屋貸款股份之登記持量，則閣下將被視作就閣下全部所持建屋貸款股份之登記持量接納收購建議。

#### 收購建議之接納表格

#### 致：收購人及新百利

1. 本人／吾等一經簽署背頁之接納及轉讓表格（無論該接納表格是否已註明日期），本人／吾等之繼承人及受讓人將受此約束，並表示：

(a) 本人／吾等不可撤回接納由新百利代表收購人提出之收購文件所述收購建議，按及受制於收購文件及本接納表格所載代價與有關條款及條件（包括「如何填寫本接納表格」標題所載之條款／條件），就本接納及轉讓表格上所填數目之建屋貸款股份接納收購建議，如未有填上數目或填上之數額超出本人／吾等以登記持有人名義持有之數額，則接納收購本人／吾等名下登記持有之全部建屋貸款股份；

(b) 本人／吾等不可撤回地指示及授權收購人及／或新百利或其代理，各自代表本人／吾等根據隨附經本人／吾等正式簽署之過戶收據及／或其他所有權文件（如有）（及／或任何就此所需滿意彌償保證），憑此向建屋貸款或股份登記處領取本人／吾等就建屋貸款股份應獲發之股票，並將有關股票送交股份登記處，且授權及指示股份登記處根據股份收購建議之條款及條件持有該等股票，猶如該等股票已連同本接納表格一併交回股份登記處；

(c) 如本人／吾等已接納收購建議，本人／吾等不可撤回地指示及授權收購人及／或新百利或其代理，寄發就本人／吾等根據收購建議之條款應得之現金代價，以「不得轉讓一只准入抬頭人賬戶」方式向本人／吾等開出劃線支票，然後按以下地址以郵寄方式寄予以下人士，或如無填上姓名及地址，則按建屋貸款股東名冊所示登記地址，寄予吾等當中所名列首位之轉讓人（如屬聯名登記股東），郵誤風險概由本人／吾等承擔：

（支票：如收取支票之人士並非股份之登記股東或聯名登記股份名列首位之持有人，則請在下欄填上該名人士之姓名及地址。）

姓名：（請用正楷填寫）.....

地址：.....

(d) 本人／吾等不可撤回指示及授權收購人及／或新百利或其可能指定之人士，各自代表本人／吾等以根據收購建議出售建屋貸款股份賣方之身份，訂立及簽署香港法例第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接納表格上背書證明；

(e) 本人／吾等不可撤回指示及授權收購人之任何董事及／或新百利或其可能指定之人士，各自代表本人／吾等填妥、修改及簽署本人／吾等之任何文件，包括但不限於在本接納表格上填上日期及根據上文「如何填寫本接納表格」一節正式填妥本接納表格，或如本人／吾等或任何其他人士已填上日期，則刪去該日期，然後填上另一日期，以及辦理任何其他必需或適當之手續，將本人／吾等就接納收購建議遞交之建屋貸款股份轉歸收購人或其可能指定之人士所有；

(f) 本人／吾等不可撤回承諾於必需或適當時簽署其他文件及辦理其他手續及事項，以確保就股份接納收購建議交出轉讓予收購人或其可能指定人士之建屋貸款股份不受任何第三者權益、留置權、抵押、衡平權及產權負擔所限制，並享有於公告日期或之後股份所附帶一切權利，包括收取於公告日期或之後就股份宣派、作出或派付之所有股息及／或其他分派之權利；

(g) 本人／吾等同意，在受從應付本人／吾等之金額中扣除賣方從價印花稅之規限下，繳付本人／吾等根據收購建議有權收取之代價將根據收購建議之條款全面作出；

(h) 本人／吾等同意追認收購人及／或新百利或其任何代理或其可能指定之人士，各自行使本接納表格所載任何權力時所作出或進行之任何行動或事宜；及

(i) 本人／吾等就本接納有關之所有建屋貸款股份委任收購人及／或新百利之任何人士為本人／吾等之授權代表。

2. 倘根據收購建議之條款，收購人行使其酌情權視本人／吾等之接納為無效，則上文第1段所載一切指示、授權及承諾均告終止，而在此情況下，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／或任何與此有關之滿意彌償保證），連同已正式註銷之本接納表格一併寄回上文就接納任何支票所指人士及地址，或如無填上姓名及地址，則按建屋貸款股東名冊所示登記地址以郵寄方式寄回本人或吾等當中所名列首位之股東（如屬股份之聯名登記持有人），郵誤風險概由本人／吾等承擔。

附註：倘閣下交回一份或以上過戶收據，而同時收購人及／或新百利或彼等各自之代理以代表閣下，向建屋貸款或股份登記處領取有關股票，則閣下將獲發股票而並非過戶收據。

3. 本人／吾等茲附上本人／吾等所持全部／部分建屋貸款股份之有關股票及／或過戶收據及／或任何其他所有權文件（及／或任何與此有關之滿意彌償保證），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表格或任何股票及／或任何其他所有權文件獲發收據。

4. 本人／吾等謹此向閣下保證及聲明，本人／吾等為本接納表格所示建屋貸款股份數目之登記股東，而本人／吾等擁有全部權利、權力及權限，藉接納收購建議之方式向收購人出售及轉讓本人／吾等所持建屋貸款股份之所有權及擁有權。

5. 本人／吾等明白本人／吾等接納收購建議，將表示本人／吾等向收購人保證，本接納表格所示建屋貸款股份已悉數繳足並於出售時附所有留置權、押記、產權負擔、優先購買權以及任何性質之任何其他第三方權利，連同於本公佈日期所附之所有權利，包括於本公佈日期或之後宣派、作出或支付之所有股息及其他分派（若有）。

6. 本人／吾等確認，除收購文件及本接納表格明確提供者外，謹此提供之所有接納、指示、授權及承諾將為無條件及不可撤回。

7. 本人／吾等謹此向閣下保證及聲明本人／吾等並非美國居民（或代表美國居民）。

收購人保留視任何不完全順序或無隨附有關建屋貸款股票及／或過戶收據及／或任何其他所有權文件之收購建議之接納為有效之權利，惟在該等情況下，應付之代價將不會寄發，直至收購人或股份登記處已收到有關建屋貸款股票及／或過戶收據及／或任何其他所有權文件（及／或與此有關之滿意彌償保證）或其他所須之文件為止，及或根據收購建議之條款及條件。

## PERSONAL DATA

### Personal Information Collection Statement

The main provisions 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 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 HKBLA 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 of 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 Acceptance;
- registering transfers of the HKBLA Shares out of your name;
- maintaining or updating the relevant register of holders of the HKBLA Shares;
- conducting or assisting to conduct signature verification, and any other verification or exchange of information;
- distributing communications from the Offeror and/or its subsidiaries or agents such as Somerley 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 on entitlements;
- any other purpose in connection with the business of the Offeror or the Registrar;
- any other incidental or associated purposes relating to the above and any other purposes to which the HKBLA 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 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 Somerley 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 their bankers, solicitors, accountants, licensed securities dealers or registered institutions in securities;
- any other persons or institutions whom the Offeror and/or the Registrar considers to be necessary or desirable in the circumstances.

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

#### 4. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror and/or the Registrar 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 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).

## 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」)的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人及股份登記處有關個人資料及該條例的政策及慣例。

#### 1. 收集閣下個人資料的原因

如就閣下的建屋貸款股份接納收購建議，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：

- 處理閣下的接納申請及核實遵循本接納表格載列的條款及申請程序；
- 登記閣下名義進行的建屋貸款股份轉讓；
- 保存或更新有關建屋貸款股份的股東名冊；
- 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/或其子公司或代理人(例如新百利及股份登記處)收取通訊；
- 編製統計代碼資料及股東資料；
- 按法例、規則或規定(無論法定或非法定規定)作出披露；
- 披露有關資料以促進擁有權之申索；
- 有關收購人或股份登記處業務的任何其他用途；
- 有關上文所述任何其他臨時或關連用途及建屋貸款股東不時同意或知悉的其他用途。

#### 3. 轉讓個人資料

本接納表格提供的個人資料將作為機密資料妥當保存，但收購人及/或股份登記處為達致上述任何用途，可能作出必需的查詢，以確認個人資料的準確性，彼等尤其可能披露、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，或自下列任何及所有個人及實體披露、獲取或轉交(無論在香港或香港以外地區)該等個人資料：

- 收購人、其子公司及/或代理，例如新百利及股份登記處；
- 任何為股份登記處的業務經營提供行政、電訊、電腦、付款或其他服務的代理、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個人或機構，例如彼等的銀行、律師、會計師、持牌證券交易商或註冊證券機構；
- 收購人及/或股份登記處認為必需或適當情況下的任何其他個人或機構。

閣下一經簽署本接納表格即表示同意上述所有條款。

#### 4. 索取及更正個人資料

根據該條例的規定，閣下可確認收購人及/或股份登記處是否持有閣下的個人資料，並獲取該資料副本，以及更正錯誤資料。依據該條例的規定，收購人及股份登記處可就獲取任何數據的請求收取合理的手續費。索取資料或更正資料或索取有關政策及慣例及所持資料類型的資料的所有請求，須提交收購人或股份登記處(視情況而定)。