

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited and Hong Kong Securities Clearing Company Limited take no responsibility for the contents of this form of acceptance and transfer, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this form of acceptance and transfer.

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接納及過戶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，並明確表示概不就因本接納及過戶表格全部或任何部份內容而產生或因依賴該等內容而引致之任何損失承擔任何責任。

Unless the context otherwise requires, terms used in this form shall bear the same meanings as those defined in the composite offer and response document dated 2 October 2009 (the "Composite Document") issued jointly by Hyde Park Group Limited and The Hong Kong Building and Loan Agency Limited.

除文義另有所指外，本表格所用詞語與Hyde Park Group Limited及香港建屋貸款有限公司聯合刊發日期為二零零九年十月二日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 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。



**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: 00145)  
(股份代號: 00145)

**FORM OF ACCEPTANCE AND TRANSFER OF SHARES OF  
HK\$1.00 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1.00港元之股份之接納及過戶表格  
All parts should be completed 每項均須填妥

**Registrar**  
登記處  
Tricor Tengis Limited  
26/F, Tesbury Centre,  
28 Queen's Road East,  
Hong Kong  
卓佳登捷時有限公司  
香港  
皇后大道東28號  
金鐘匯中心26樓

Insert the total number of Shares for which the Offer (as defined below) is accepted.  
請填寫接納收購建議 (定義見下文) 之股份總數。

PLEASE  
DO NOT  
DATE  
請勿填寫日期

**FOR THE CONSIDERATION** stated below, the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the Share(s) held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the Composite Document.  
根據本表格及綜合文件所載條款及條件，下列「轉讓人」現按下列代價，將以下註明由轉讓人持有之股份轉讓予下列「承讓人」。

Number of Share(s) <sup>(Note)</sup> 股份數目 (備註)	FIGURE 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) (請用打字機或正楷填寫)	Family name(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\$1.83 in cash for each Share 每股股份現金1.83港元	
TRANSFEEE 承讓人	Name 名稱:	Hyde Park Group Limited
	Correspondence Address 通訊地址:	Suite 901, 100 Queen's Road Central Hong Kong 香港 中環皇后大道中100號 901室
	Occupation 職業:	Corporation 法人團體
SIGNED by the parties to this transfer, this _____ day of _____, 2009 由轉讓雙方於二零零九年_____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:  
SIGNATURE OF WITNESS 見證人簽署

NAME OF WITNESS 見證人姓名

Address 地址

Occupation 職業

Signature(s) of Transferor(s)  
轉讓人簽署



ALL JOINT  
REGISTERED  
HOLDERS MUST  
SIGN HERE  
所有聯名登記持有人  
必須在此簽署

**Do not complete 請勿填寫本欄**

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:  
SIGNATURE OF WITNESS 見證人簽署

For and on behalf of 代表  
Hyde Park Group Limited

NAME OF WITNESS 見證人姓名

Address of Witness 見證人地址

Occupation of Witness 見證人職業

Authorised Signatory(ies)  
授權簽署人

Signature(s) of Transferee  
承讓人簽署

Note: Insert the total number of Shares for which the Offer is accepted.  
附註: 請填上接納收購建議之股份總數。

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

If you have sold or transferred all your shares in The Hong Kong Building and Loan Agency Limited, you should at once hand this form of acceptance and transfer and the accompanying Composite Document to the purchaser(s) or the transferee(s) or to the bank or the licensed securities dealer or registered institution in securities or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or transferee(s).

The making of the Offer to certain persons resident in jurisdictions outside Hong Kong may be affected by the laws of the relevant jurisdictions. If you are a citizen or resident or national of a jurisdiction outside Hong Kong, you should inform yourself about or obtain appropriate legal advice regarding the implications of the Offer in the relevant jurisdictions and observe any applicable regulatory or legal requirements. It is your responsibility if you wish to accept the Offer to satisfy yourself 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 or the compliance with other necessary formalities, regulatory or legal requirements and the payment of any transfer or cancellation or other taxes due in respect of such jurisdiction.

#### HOW TO COMPLETE THIS FORM OF ACCEPTANCE AND TRANSFER

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

To accept the Offer made by Sun Hung Kai International Limited on behalf of Hyde Park Group Limited, you should duly complete and sign this form of acceptance and transfer and forward this form of acceptance and transfer, 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 Shares which is/are in your name which you intend to accept the Offer, by post or by hand, marked "The Hong Kong Building and Loan Agency Limited Offer" on the envelope, to the Registrar, Tricor Tengis Limited, 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 no later than 4:00 p.m. on 23 October 2009 (or such later time and/or date as Hyde Park Group Limited may determine and announce with the consent of the Executive).

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

To: Hyde Park Group Limited and Sun Hung Kai International Limited

1. My/Our execution of this form of acceptance and transfer (whether or not such form is dated), which shall be binding on my/our successors and assignees, shall constitute:
  - (a) my/our irrevocable acceptance of the Offer made by Sun Hung Kai International Limited on behalf of Hyde Park Group Limited, 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 the Shares specified in this form of acceptance and transfer;
  - (b) my/our irrevocable instruction and authority to Hyde Park Group Limited, Sun Hung Kai International Limited, the Registrar 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 under the terms of the Offer after deducting all sellers' ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Offer, by ordinary post at my/our risk to the person and the address stated below or, if no name and address is stated below, to me or the first-named of us (in the case of joint registered Shareholders) at the registered address shown in the register of members of The Hong Kong Building and Loan Agency Limited:  
*(Insert name and address of the person to whom the cheque is to be sent if different from the registered Shareholder or the first-named of joint registered Shareholders.)*  
Name: (in block capitals) \_\_\_\_\_  
Address: (in block capitals) \_\_\_\_\_
  - (c) my/our irrevocable instruction and authority to Hyde Park Group Limited, Sun Hung Kai International Limited or such person or persons as they may direct for the purpose, on my/our behalf, to make and execute the contract note as required by Section 19(1) of the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) to be made and executed by me/us as the seller(s) of the Share(s) to be sold by me/us under the Offer and to cause the same to be stamped and to cause an endorsement to be made on this form of acceptance and transfer in accordance with the provisions of that Ordinance;
  - (d) my/our irrevocable instruction and authority to Hyde Park Group Limited, Sun Hung Kai International Limited or such person or persons as they may direct to complete and execute any document on my/our behalf including without limitation to insert a date in this form of acceptance and transfer or, if I/we or any other person shall have inserted a date, to delete such date and insert another date and to do any other act that may be necessary or expedient for the purpose of vesting in Hyde Park Group Limited or such person or persons as it may direct my/our Share(s) tendered for acceptance of the Offer;
  - (e) my/our undertaking to execute such further documents and to do such acts and things by way of further assurance as may be necessary or desirable to transfer my/our Share(s) tendered for acceptance under the Offer to Hyde Park Group Limited or such person or persons as it may direct fully paid and free from all liens, right of set-off, counter claim charges, mortgages, pledges, encumbrances or security arrangements and other options, restrictions, conditions, claims or third party rights, interest or equity of any kind and together with all rights and benefits now and thereafter attaching thereto as at the date of the Agreement, 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 Agreement;
  - (f) my/our agreement to ratify each and every act or thing which may be done or effected by Hyde Park Group Limited, Sun Hung Kai International Limited or their respective agents or such person or persons as it/they may direct on the exercise of any of the authorities contained herein;
  - (g) my/our irrevocable instruction and authority to Hyde Park Group Limited, Sun Hung Kai International Limited or their respective agent(s) to collect from The Hong Kong Building and Loan Agency Limited or the Registrar on my/our behalf the share certificate(s) in respect of the Shares due to be issued to me/us in accordance with, and against surrender of, the enclosed transfer receipt(s) and/or other document(s) of title (if any) (and/or any satisfactory indemnity or indemnities required in respect thereof), which has/have been duly signed by me/us, and to deliver the same to the Registrar and to authorise and instruct the Registrar to hold such share certificate(s) subject to the terms and conditions of the Offer as if it/they were share certificate(s) delivered to the Registrar together with this form of acceptance and transfer; and
  - (h) my/our appointment of Hyde Park Group Limited and/or Sun Hung Kai International Limited as my/our attorney in respect of all the Share(s) to which this form of acceptance and transfer relates, such power of attorney to take effect from the date and time on which the Offer becomes unconditional in all respects and thereafter be irrevocable.
2. I/We understand that acceptance of the Offer by me/us will constitute a warranty by me/us to Hyde Park Group Limited and Sun Hung Kai International Limited that (i) the number of the Share(s) specified in this form of acceptance and transfer will be sold fully paid and free from all liens, right of set-off, counter claim charges, mortgages, pledges, encumbrances or security arrangements and other options, restrictions, conditions, claims or third party rights, interest or equity of any kind and together with all rights and benefits now and thereafter attaching thereto as at the date of the Agreement, 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 Agreement; and (ii) if my/our registered address is located in a jurisdiction outside Hong Kong, I/we have fully observed the laws of all relevant jurisdictions, obtained all requisite governmental, exchange control or other consents, complied with all necessary regulatory formalities or legal requirements and paid any transfer or other taxes by whomsoever payable, that I/we have not taken or omitted to take any action which will or may result in The Hong Kong Building and Loan Agency Limited, Hyde Park Group Limited, Sun Hung Kai International Limited or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Offer or my/our acceptance thereof, and am/are permitted under all applicable laws to receive and accept the Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws.
3. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease and in which event, I/we authorise and request you to return to me/us my/our share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), together with this form of acceptance and transfer duly cancelled, by ordinary post at my/our risk to the person and address stated in paragraph 1(b) above or, if no name and address is stated, to me or the first-named of us (in the case of joint registered Shareholders) at the registered address shown in the register of members of The Hong Kong Building and Loan Agency Limited.  
*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 Hyde Park Group Limited, Sun Hung Kai International Limited or their respective agent(s) from the Registrar on your behalf, you will be sent such share certificate(s) in lieu of the transfer receipt(s).
4. I/We enclose the relevant share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole or part of my/our holding of the Share(s) which are to be held by you on the terms and conditions of the Offer. I/We understand that no acknowledgement of receipt of any form(s) of acceptance and transfer, share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof) will be given. I/We further understand that all documents will be sent at my/our own risk.
5. I/We warrant that I/we are the registered holder(s) of the number of the Shares specified in this form of acceptance and transfer and I/we have the full right, power and authority to sell and pass the title and ownership of such Shares to Hyde Park Group Limited by way of acceptance of the Offer.
6. I/We warrant to Hyde Park Group Limited and Sun Hung Kai International Limited that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of members of The Hong Kong Building and Loan Agency Limited in connection with my/our acceptance of the Offer, including the obtaining of any governmental, exchange control or other consents which may be required and the compliance with necessary formalities, regulatory or legal requirements.
7. I/We warrant to Hyde Park Group Limited and Sun Hung Kai International Limited that I/we shall be fully responsible for payment of any transfer or cancellation or other taxes or duties payable in respect of the relevant jurisdiction where my/our address is stated in the register of members of The Hong Kong Building and Loan Agency Limited in connection with my/our acceptance of the Offer.
8. I/We acknowledge that, save as expressly provided in the Composite Document and this form of acceptance and transfer, all acceptances, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.
9. I/We acknowledge that my/our Shares sold to Hyde Park Group Limited by way of the Offer will be registered under the name of Hyde Park Group Limited or its nominee.
10. I/We irrevocably undertake, represent, warrant and agree to and with Hyde Park Group Limited and Sun Hung Kai International Limited (so as to bind my/our successors and assigns) that in respect of the Shares which are accepted under the Offer, which acceptance has not been validly withdrawn, and which have not been registered in the name of Hyde Park Group Limited or as it may direct, to give:
  - (a) an authority to The Hong Kong Building and Loan Agency Limited 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 Shareholder (including any relevant share certificate(s) and/or any other document(s) of title issued as a result of conversion of such Shares into certificated form) to Hyde Park Group Limited at Suite 901, 100 Queen's Road Central, Hong Kong;
  - (b) an irrevocable authority to Hyde Park Group Limited and/or its agents from me/us to sign any consent to short notice of any general meeting of The Hong Kong Building and Loan Agency Limited 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 Hyde Park Group Limited 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 Hyde Park Group Limited; and
  - (c) my/our agreement not to exercise any of such rights without the consent of Hyde Park Group Limited 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 Hyde Park Group Limited or its nominee or appointee, for or to attend or to vote at the general meeting of The Hong Kong Building and Loan Agency Limited, I/we hereby expressly revoke such appointment.

## PERSONAL DATA

### Personal Information Collection Statement

The main provisions of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Privacy Ordinance") came into effect in Hong Kong on 20 December 1996. This personal information collection statement informs you of the policies and practices of Hyde Park Group Limited, Sun Hung Kai International Limited and the Registrar in relation to personal data and the Privacy Ordinance.

#### 1. Reasons for the collection of your personal data

To accept the Offer for your Shares, you must provide the personal data requested. Failure to supply the requested data may result in the processing of your acceptance being rejected or delayed. It is important that you inform Hyde Park Group Limited, Sun Hung Kai International Limited and/or the Registrar immediately of any inaccuracies in the data supplied.

#### 2. Purposes

The personal data which you provide on this form of acceptance and transfer 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 acceptance and transfer and the Composite Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the relevant register of holders of the Share(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- establishing your entitlements under the Offer;
- distributing communication from Hyde Park Group Limited, Sun Hung Kai International Limited and/or their respective agents, such as the Registrar;
- compiling statistical 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 Hyde Park Group Limited, Sun Hung Kai International Limited and/or the Registrar; and

- any other incidental or associated purposes relating to the above and/or to enable Hyde Park Group Limited, Sun Hung Kai International Limited and/or the Registrar to discharge their obligations to the Shareholders and/or regulators and any 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 and transfer will be kept confidential but Hyde Park Group Limited, Sun Hung Kai International Limited and the Registrar may, to the extent necessary for achieving the purposes above or any of them, make such enquiries as they consider necessary to confirm the accuracy of the personal data and, in particular, they may disclose, obtain, transfer (whether within or outside Hong Kong) such personal data to, from or with any and all of the following persons and entities:

- Hyde Park Group Limited's advisers and/or agent(s), such as financial advisers, legal advisers and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to Hyde Park Group Limited, Sun Hung Kai International Limited and/or the Registrar in connection with the operation of its business;
- the Stock Exchange, the SFC and any other regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as your bankers, solicitors, accountants, licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom Hyde Park Group Limited, Sun Hung Kai International Limited and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

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

The Privacy Ordinance provides you with rights to ascertain whether Hyde Park Group Limited, Sun Hung Kai International Limited and/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 Privacy Ordinance, Hyde Park Group Limited, Sun Hung Kai International Limited 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 Hyde Park Group Limited, Sun Hung Kai International Limited and/or the Registrar (as the case may be).

**BY SIGNING THIS FORM OF ACCEPTANCE AND TRANSFER 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(「私隱條例」)的主要條文於一九九六年十二月二十日生效。本收集個人資料聲明旨在知會閣下有關Hyde Park Group Limited、新鴻基國際有限公司及登記處關於個人資料及私隱條例的政策及慣例。

#### 1. 收集閣下個人資料的原因

如欲就閣下之股份接納收購建議，閣下須提供所需的個人資料。倘閣下未能提供所需資料，則可能導致閣下的接納申請被拒或受到延誤。倘所提供之資料有任何錯處，務請閣下立即知會Hyde Park Group Limited、新鴻基國際有限公司及/或登記處。

#### 2. 用途

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

- 處理閣下的接納申請及核實或遵循本接納及過戶表格及綜合文件載列的條款及申請程序；
- 登記以閣下名義的股份轉讓；
- 保存或更新有關股份的股東名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 確定閣下根據收購建議有權取得的權利；
- 自Hyde Park Group Limited、新鴻基國際有限公司及/或彼等各自的代理人(如登記處)發佈通訊；
- 編製統計資料及股東資料；
- 按法例、規則或規定(無論法定或其他規定)作出披露；
- 披露有關資料以便索償或享有權利；
- 有關Hyde Park Group Limited、新鴻基國際有限公司及/或登記處業務的任何其他用途；及

- 有關上文所述任何其他附帶或關連用途及/或以便Hyde Park Group Limited、新鴻基國際有限公司及/或登記處履行彼等對股東及/或監管機構的責任及股東可能不時同意或知悉的任何其他用途。

#### 3. 轉交個人資料

本接納及過戶表格提供的個人資料將作為機密資料妥當保存，惟Hyde Park Group Limited、新鴻基國際有限公司及登記處為達致上述或有關任何上述的用途，可能作出彼等認為必需的查詢，以確認個人資料的準確性，尤其可能披露、獲取、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人及實體，或自下列任何及所有人及實體披露、獲取、轉交(無論在香港或香港以外地區)該等個人資料：

- Hyde Park Group Limited顧問及/或代理，如財務顧問、法律顧問及登記處；
- 為Hyde Park Group Limited、新鴻基國際有限公司及/或登記處的業務經營提供行政、電訊、電腦、付款或其他服務的任何代理、承包商或第三方服務供應商；
- 聯交所、證監會及任何其他監管或政府機構；
- 與閣下進行交易或建議進行交易的任何其他人士或機構，如閣下的銀行、律師、會計師、持牌證券交易商或註冊證券機構；及
- Hyde Park Group Limited、新鴻基國際有限公司及/或登記處認為必需或適當情況下的任何其他人士或機構。

#### 4. 獲取及更正個人資料

根據私隱條例的規定，閣下可確認Hyde Park Group Limited、新鴻基國際有限公司及/或登記處是否持有閣下的個人資料，並獲取該資料副本，以及更正任何錯誤資料。

依據私隱條例的規定，Hyde Park Group Limited、新鴻基國際有限公司及/或登記處可就獲取任何數據的請求收取合理的手續費。獲取資料或更正資料或獲取有關政策及慣例及所持資料類型的資料的所有請求，須提交予Hyde Park Group Limited、新鴻基國際有限公司及/或登記處(視情況而定)。

閣下一經簽署本接納及過戶表格即表示同意上述所有條款



本接納及過戶表格乃重要文件，請即處理。閣下如對本接納及過戶表格之任何內容或應採取之行動有任何疑問，應諮詢閣下之持牌證券交易商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已將名下之香港建屋貸款有限公司股份全部售出或轉讓，應立即將本接納及過戶表格及隨附之綜合文件送交買主或承讓人，或經手買賣或轉讓之銀行或持牌證券交易商或註冊證券機構或其他代理人，以便轉交買主或承讓人。

向居住於香港以外司法權區之若干人士提出收購建議可能會受有關司法權區之法律影響。倘閣下為香港以外司法權區之市民或居民或國民，應記緊就收購建議於有關司法權區之限制自行尋求適當之法律意見，並遵守任何適用監管或法律規定。閣下如欲接納收購建議，須自行負責就此全面遵守有關司法權區之法律，包括取得任何可能規定之政府、外匯管制或其他同意，或遵守其他必要正式手續、監管或法律規定，及支付於有關司法權區應付之任何轉讓稅、註銷稅或其他稅項。

### 本接納及過戶表格之填寫方法

本接納及過戶表格應與綜合文件一併閱覽。綜合文件的「釋義」部份所界定的詞彙及附錄之一條文納入本接納及過戶表格並構成其之一部分。

閣下如欲接納新鴻基國際有限公司代表Hyde Park Group Limited提出之收購建議，應填妥及簽署本接納及過戶表格，連同閣下欲就名下之股份接納收購建議之股份數目之相關股票及／或過戶收據及／或任何其他所有權文件（及／或就此所需並令人信納之任何彌償保證），以郵遞方式或由專人盡快送交登記處卓佳登捷時有限公司，地址為香港皇后大道東28號金鐘匯中心26樓，信封面請註明「香港建屋貸款有限公司收購建議」，惟無論如何不得遲於二零零九年十月二十三日下午四時正（或Hyde Park Group Limited獲執行人員同意而可能決定及公佈之較後時間及／或日期）送達登記處。

### 收購建議之接納及過戶表格

致：Hyde Park Group Limited及新鴻基國際有限公司

1. 本人／吾等一經簽署本接納及過戶表格（不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／吾等按綜合文件及本接納及過戶表格所述代價按照並遵守當中所述條款及條件，就本接納及過戶表格所註明之股份數目不可撤回地接納綜合文件所載由新鴻基國際有限公司代表Hyde Park Group Limited提出之收購建議；

(b) 本人／吾等不可撤回地指示及授權Hyde Park Group Limited、新鴻基國際有限公司、登記處及／或彼等各自之代理人，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／吾等就本人／吾等接納收購建議應付之所有賣方從價印花稅），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，按以下地址以平郵方式寄予以下人士，或如無於下欄填上姓名及地址，則按香港建屋貸款有限公司股東名冊所示登記地址以平郵方式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；

（倘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）\_\_\_\_\_

(c) 本人／吾等不可撤回地指示及授權Hyde Park Group Limited、新鴻基國際有限公司或彼等可能就此指定之有關人士，代表本人／吾等製備及簽立香港法例第117章印花稅條例第19(1)條規定本人／吾等作為根據收購建議出售股份之賣方須製備及簽立之成交單據，並按該條例之規定促使該單據加蓋印花，及促使在本接納及過戶表格加上簽註；

(d) 本人／吾等不可撤回地指示及授權Hyde Park Group Limited、新鴻基國際有限公司或彼等可能指定之有關人士，代表本人／吾等填妥及簽署任何文件，包括但不限於在本接納及過戶表格填上日期，或如本人／吾等或任何其他人士已填上日期，則有關人士可刪去該日期，然後填上另一日期，以及辦理任何其他必需或權宜之手續，將本人／吾等提交接納收購建議之股份轉歸Hyde Park Group Limited或其可能指定之有關人士所有；

(e) 本人／吾等承諾於必需或合宜時以進一步保證之方式簽署有關其他文件及辦理有關其他手續及事項，以將本人／吾等根據收購建議提交接納之股份轉讓予Hyde Park Group Limited或其可能指定之有關人士，該等股份為繳足股款，且不附帶一切留置權、抵銷權、反申索權、押記、按揭、質押、產權負擔或抵押安排及任何種類之其他選擇權、限制、條件、申索或第三者權利、利益或權益，並連同其於該協議日期附帶之所有目前及其後之權利及利益，包括全數收取於該協議日期或其後所宣布、作出或支付之所有股息及其他分派（如有）的權利；

(f) 本人／吾等同意追認Hyde Park Group Limited、新鴻基國際有限公司或彼等各自之代理或彼／彼等可能指定之有關人士於行使本表格所載任何授權時可能作出或進行之各種行動或事宜；

(g) 本人／吾等不可撤回地指示及授權Hyde Park Group Limited、新鴻基國際有限公司或彼等各自之代理，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／或任何就此所需並令人信納之彌償保證），憑此向香港建屋貸款有限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接納及過戶表格一併送交登記處論及；

(h) 本人／吾等委任Hyde Park Group Limited及／或新鴻基國際有限公司為本人／吾等就本接納及過戶表格有關之全部股份之委任代理人，該授權書於收購建議在所有方面成為無條件之日期及時間起生效，並隨後不得撤回。

2. 本人／吾等明白本人／吾等接納收購建議，將構成本人／吾等向Hyde Park Group Limited及新鴻基國際有限公司保證(i)本接納及過戶表格所註明股份數目出售時將為繳足股款，且不附帶一切留置權、抵銷權、反申索權、押記、按揭、質押、產權負擔或抵押安排及任何種類之其他選擇權、限制、條件、申索或第三者權利、利益或權益，並連同其於該協議日期附帶之所有目前及其後之權利及利益，包括全數收取於該協議日期或其後所宣布、作出或支付之所有股息及其他分派（如有）的權利；及(ii)倘本人／吾等之登記地址位於香港以外之司法權區，本人／吾等已全面遵守所有有關司法權區之法律，取得所有所需之政府、外匯管制或其他同意，遵守所有必要監管正式手續或法律規定，及已支付任何人士應付之任何轉讓或其他稅項，且本人／吾等並無採取或遺漏任何行動而將或可能致使香港建屋貸款有限公司、Hyde Park Group Limited、新鴻基國際有限公司或任何其他人士違反任何司法權區與收購建議或本人／吾等接納有關之法律或監管規定，且本人／吾等根據所有適用法例獲准收取及接納收購建議（及其任何修訂），而根據所有適用法例，該接納為有效及具有約束力。

3. 倘按收購建議之條款，本人／吾等之接納屬無效或被視為無效，則上文第1段所載之所有指示、授權及承諾均會失效。在此情況下，本人／吾等授權並要求閣下將本人／吾等之股票及／或過戶收據及／或其他所有權文件（及／或就此所需並令人信納之彌償保證）連同已正式註銷之本接納及過戶表格以平郵方式一併寄予上文第1(b)段所列之人士及地址，或如未有列明姓名及地址，則按香港建屋貸款有限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（如為聯名登記股東），郵誤風險概由本人／吾等承擔。

附註：倘閣下交出一份或以上過戶收據，而Hyde Park Group Limited、新鴻基國際有限公司或彼等各自之代理已代表閣下從登記處領取有關股票，則發還予閣下者將為該（等）股票而非過戶收據。

4. 本人／吾等茲附上本人／吾等持有之全部或部份股份之相關股票及／或過戶收據及／或其他所有權文件（及／或就此所需並令人信納之任何彌償保證），由閣下按收購建議之條款及條件予以保存。本人／吾等明白任何交回之接納及過戶表格、股票及／或過戶收據及／或其他所有權文件（及／或就此所需並令人信納之彌償保證）概不獲發收據。本人／吾等亦了解寄發所有文件之一切郵誤風險概由本人／吾等自行承擔。

5. 本人／吾等向閣下保證，本人／吾等為本接納及過戶表格所列數目之股份之登記持有者，而本人／吾等有十足權利、權力及授權以接納收購建議之方式，向Hyde Park Group Limited出售及移交本人／吾等持有之該等股份之所有權及擁有權。

6. 本人／吾等向Hyde Park Group Limited及新鴻基國際有限公司保證，本人／吾等已遵守在香港建屋貸款有限公司股東名冊上列示本人／吾等地址所在司法權區關於本人／吾等接納收購建議方面之法律，包括獲得任何所需之政府、外匯管制或其他同意，及辦理必須之正式手續、監管或遵守法律規定。

7. 本人／吾等向Hyde Park Group Limited及新鴻基國際有限公司保證，本人／吾等須就支付在香港建屋貸款有限公司股東名冊上所述本人／吾等地址所在相關司法權區關於本人／吾等接納收購建議方面應付之任何轉讓稅、註銷稅或其他稅項或徵稅承擔全部責任。

8. 本人／吾等知悉，除綜合文件及本接納及過戶表格明文規定外，據此作出之所有接納、指示、授權及承諾均不可撤回及為無條件。

9. 本人／吾等知悉，本人／吾等以收購建議之方式向Hyde Park Group Limited出售之股份將以Hyde Park Group Limited或其代名人義登記。

10. 本人／吾等謹此向Hyde Park Group Limited及新鴻基國際有限公司不可撤回地承諾、聲明、保證及同意（本人／吾等之繼承人及承讓人亦受此約束），根據收購建議就被接納之股份、接納而並無經有效撤回之股份，以及尚未登記於Hyde Park Group Limited或其指定人士名下之股份，作出以下各項：

(a) 本人／吾等授權香港建屋貸款有限公司及／或其代理人，將可能須向本人／吾等（作為股東）寄發之任何通告、通函、保證書或其他文件或通訊（包括因該等股份轉成為證書形式而簽發之任何有關股票及／或任何其他所有權文件）寄交予Hyde Park Group Limited，地址為香港中環皇后大道中100號901室；

(b) 本人／吾等不可撤回地授權Hyde Park Group Limited及／或其代理人代表本人／吾等簽署任何在短時間內召開任何香港建屋貸款有限公司股東大會之同意書及／或就該等股份簽立代表委任表格以委任由Hyde Park Group Limited提名之任何人士出席有關股東大會（或其任何續會）及代表本人／吾等行使該等股份附帶之投票權，而上述投票將以Hyde Park Group Limited全權決定之方式進行；及

(c) 本人／吾等同意，在未獲得Hyde Park Group Limited同意前不會行使任何有關權利，本人／吾等亦作出不可撤回承諾，不得委任代表或出席任何有關股東大會。在上述規限下，倘若本人／吾等先前已委任一名除Hyde Park Group Limited或其代名人或獲委任人士以外之代表，以出席香港建屋貸款有限公司股東大會或在會上投票，本人／吾等謹此表明撤回有關委任。

本人／吾等謹此向Hyde Park Group Limited及新鴻基國際有限公司不可撤回地承諾、聲明、保證及同意（本人／吾等之繼承人及承讓人亦受此約束），根據收購建議就被接納之股份、接納而並無經有效撤回之股份，以及尚未登記於Hyde Park Group Limited或其指定人士名下之股份，作出以下各項：