

Unless the context otherwise requires, terms used in this form have the same meanings as defined in the composite document dated 21 September 2007 jointly issued by Enric Energy Equipment Holdings Limited and Charm Wise Limited (the "Composite Document").

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

FORM OF ACCEPTANCE AND CANCELLATION OF OUTSTANDING SHARE OPTIONS FOR USE IF YOU WANT TO ACCEPT THE OPTION OFFER.



安瑞科能源裝備控股有限公司
Enric Energy Equipment Holdings Limited

(Incorporated in the Cayman Islands with limited liability)
(Stock code: 3899)

FORM OF ACCEPTANCE AND CANCELLATION OF OUTSTANDING SHARE OPTIONS

The provisions of Appendix I to the Composite Document are incorporated into and form part of this form.

China Merchants is making the Option Offer on behalf of Charm Wise Limited. The making of the Option Offer to the Overseas Optionholder may be prohibited or affected by the laws of the relevant jurisdictions. If you are an Overseas Optionholder, you should obtain appropriate legal advice on, inform yourself about and observe any applicable legal requirement. It is your responsibility if you wish to accept the Option 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 and the compliance with other necessary formalities or legal requirements. You will also be responsible for the payment of any transfer or other taxes and duties imposed by whomsoever payable in respect of that jurisdiction. The Offeror, China Merchants and any person involved in the Option Offer shall be entitled to be fully indemnified and held harmless by you for any taxes as you may be required to pay. Acceptance of the Option Offer by you will constitute a warranty by you that you are permitted under all applicable laws to receive and accept the Option Offer, and any revision thereof, and such acceptance shall be valid and binding in accordance with all applicable laws.

To: China Merchants, the Offeror and the Company

I/We, _____ of _____¹ (the "Optionholder") hereby irrevocably accept the Option Offer made by China Merchants for and on behalf of the Offeror and agree to the cancellation of the following outstanding Share Options granted to me to subscribe for _____² Share(s) of HK\$0.01 each of the Company at the exercise price(s) set out below. The letter(s) of offer and acceptance for options (if any) relating to such outstanding Share Option(s) is/are enclosed herewith for the Company's cancellation³.

Exercise price of outstanding Share Options	Amount of cash to be paid for each outstanding Share Option	Number of outstanding Share Options ⁴
HK\$1.50	HK\$4.42	

My execution of this form shall constitute my irrevocable instructions and authority to each of the Offeror and/or China Merchants and/or any of their respective agent(s) to send a cheque crossed "not negotiable account payee only" drawn in favour of the person named below or, if no name is stated below, in my favour, for the cash consideration to which I shall become entitled under the terms of the Option Offer by ordinary post at my risk to the person named at the address stated below or, if no name or address is stated below, to me at the address to which this form is sent. Posting of a cheque drawn and sent to me or the person stated below shall constitute a complete discharge of the obligations of the Offeror, China Merchants and any of their respective agent(s) hereunder.

(Note: insert name and address of the person to whom the cheque is to be drawn and sent if different from the Optionholder.)

Name: (in BLOCK LETTERS) _____

Address: _____

Dated this _____ day of _____ 2007

Signature of the
abovementioned Optionholder

Notes:

1. Please insert full name and address in BLOCK LETTERS.
2. Please insert the number of Shares that may be allotted and issued upon exercise in full of the Share Option(s) that is/are surrendered for cancellation. If no number is inserted or a number in excess of your holding of the Share Option(s) is/are inserted, you will be deemed to have accepted the Option Offer in respect of your entire holding of Share Option(s).
3. If the number of outstanding Share Option(s) surrendered for cancellation is less than the number of outstanding Share Option(s) you held, the Company will provide a confirmation letter in relation to the balance of the outstanding Share Option(s) to you.
4. This completed form together with the relevant letter(s) of offer and acceptance for options (if any) for the whole of your holding of the outstanding Share Option(s), or for the number of the outstanding Share Option(s) in respect of which you accept the Option Offer, should be sent by post or by hand to the company secretary of the Company at Rooms 3101-03, 31st Floor, Tower One, Lippo Centre, No. 89 Queensway, Hong Kong in an envelop marked "Enric Energy Equipment Holdings Limited Option Offer", as soon as possible, but in any event so as to reach the Company at the aforesaid address by not later than 4:00 p.m. on Friday, 12 October 2007, or such later time and/or date as the Offeror may determine and announce in accordance with the Takeovers Code or as permitted by the Executive in accordance with the Takeovers Code. No acknowledgement of receipt of this form and/or letter(s) of offer and acceptance for options (if any) will be given. The provisions of Appendix I to the Composite Document are incorporated into and form part of this form.

除文義另有所指外，本表格所用詞彙與安瑞科能源裝備控股有限公司及Charm Wise Limited於二零零七年九月二十一日聯合刊發之綜合文件（「綜合文件」）所界定者具有相同涵義。

香港聯合交易所有限公司對本表格的內容概不負責，對其準確性或完整性亦無發表任何聲明，並明確表示不會就因本表格全部或任何部份內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。

本表格乃重要文件，請即處理。閣下如對本表格任何方面或應採取之行動有任何疑問，應諮詢閣下之持牌證券交易商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

閣下如欲接納購股權收購，請使用本接納及註銷尚未行使購股權表格。



安瑞科能源裝備控股有限公司 Enric Energy Equipment Holdings Limited

(於開曼群島註冊成立之有限公司)

(股份代號：3899)

接納及註銷尚未行使購股權表格

綜合文件附錄一之條文已納入本表格並成為其中部分。

招商證券代表Charm Wise Limited提出購股權收購。向海外購股權持有人提出購股權收購或會受到有關司法權區之法例禁止或影響。倘閣下為海外購股權持有人，閣下應尋求適當法律意見、自行瞭解及遵守任何適用法律之規定。任何海外股東如欲接納購股權收購，須自行信納全面遵守有關司法權區之法例，包括獲得任何所需之政府、外匯管制或其他方面之同意，並遵守其他所需手續或法律規定。閣下亦須負責任何過戶費用或其他稅項及應有關司法權區徵收而應付之稅款。收購方、招商證券及參與購股權收購之任何人士有權就閣下可能需要繳付之任何稅項獲全數賠償及毋須為此承擔任何責任。閣下提交購股權收購之接納書，將構成閣下作出之保證，閣下根據一切適用法例獲准接受及接納購股權收購及任何有關修訂，而此接納書根據所有適用法例為有效及具約束力。

致：招商證券、收購方及 貴公司

本人／吾等 _____ 萬 _____¹（「購股權持有人」）

謹此不可撤回地接納由招商證券代表收購方提出之購股權收購，並同意註銷下列授予本人按下文所述之行使價認購 貴公司 _____ 股²每股面值0.01港元之股份之尚未行使購股權。隨本表格附奉有關該等尚未行使購股權之收購建議函件及購股權接納書（如有），以供 貴公司註銷³。

尚未行使購股權之行使價	每份尚未行使購股權將予支付之金額	尚未行使購股權之數目 ⁴
1.50港元	4.42港元	

本人簽署本表格即表示本人不可撤回地指示並授權各收購方及／或招商證券及／或彼等各自之代理人將本人按購股權收購之條款應得之現金代價以「不得轉讓—只准入抬頭人賬戶」方式劃線開出支票予下列人士，或倘並無填上姓名，則為本人，然後把該支票以平郵方式寄予下文所列人士及地址，或倘並無填上姓名或地址，則寄予本人接收本表格之地址，郵誤風險由本人承擔。寄發支票予本人或下文所列人士表示收購方、招商證券及彼等各自之代理完全解除據此之責任。

（附註：倘收取支票之人士不同於購股權持有人，則請填上接收支票人士之姓名及地址。）

姓名：（請用正楷） _____

地址： _____

日期：二零零七年 _____

上述購股權持有人簽署

附註：

- 請以正楷填寫全名及地址。
- 請填上交回以供註銷尚未行使購股權獲悉數行使而可能配發及發行之股份數目。倘無填寫數目或所填數目超過閣下所持有之購股權數目，則閣下將被視為已就名下持有之全部購股權接納購股權收購。
- 倘所交回以供註銷之尚未行使購股權數目，少於閣下所持有尚未行使購股權數目，本公司將向閣下就剩餘尚未行使購股權發出確認書。
- 務請將本表格填妥，並連同閣下持有之所有尚未行使購股權或閣下接納購股權收購建議所涉及之尚未行使購股權數目之有關收購建議函件及購股權接納書（如有），儘快郵寄或親身送交本公司之公司秘書，地址為香港金鐘道89號力寶中心一座31樓3101至03室，信封面請註明「安瑞科能源裝備控股有限公司購股權收購」，惟無論如何不得遲於二零零七年十月十二日星期五下午四時正或收購方根據收購守則可能決定及宣佈或執行理事根據收購守則批准之較後日期及／或時間送達本公司。本公司不會就接獲本表格及／或收購建議函件及購股權接納書（如有）發出任何收據。綜合文件附錄一之條文已納入本表格並成為其中部分。

Form of Acceptance and Cancellation of Outstanding Share Options

To: **China Merchants and the Offeror**

1. My execution of this form shall constitute:
 - (a) my acceptance of the Option Offer made by China Merchants on behalf of the Offeror, as contained in the Composite Document, for the consideration and on and subject to the terms and conditions therein and herein mentioned, in respect of the number of Share Option(s) specified in this form or, if no such number is specified or a number in excess of my registered holding of the outstanding Option(s) is specified, I shall be deemed to have accepted the Option Offer in respect of my entire holding of the Share Option(s);
 - (b) my undertaking to execute such further documents and to do such acts and things by way of further assurance as may be necessary or desirable to cancel my Share Option(s) tendered for cancellation under the Option Offer;
 - (c) my irrevocable instruction and authority to the Offeror and/or China Merchants and/or such person or persons as any of them may direct to complete, amend and execute any document on my behalf and to do any other act that may be necessary or expedient for the purposes of cancelling the Share Option(s) tendered for cancellation under the Option Offer; and
 - (d) my agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or China Merchants or their respective agents or such person or persons as it/they may direct on the exercise of any of the authorities contained herein.
2. I understand that my acceptance of the Option Offer will constitute a warranty by me to the Offeror and China Merchants that the Share Option(s) specified in this form is/are free from all third party rights, liens, claims, charges, options, adverse interests, equities and encumbrances and is/are to be cancelled and renounced together with all rights attaching thereto as at the date of cancellation or subsequently becoming attached to them.
3. In the event that my acceptance is not valid, or is treated as invalid, in accordance with the terms of the Option Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease and in which event, I authorise and request you to return the letter(s) of offer and acceptance for options, together with this form duly cancelled, to me.
4. I enclose the letter(s) of offer and acceptance for options for the whole or part of my holding of the outstanding Share Option(s) which is/are to be held by you on the terms and conditions of the Option Offer. I understand that no acknowledgement of receipt of any form(s) of acceptance and cancellation and certificate(s) of the Share Option(s) will be given.

接納及註銷尚未行使購股權表格

致：招商證券及收購人

1. 本人簽署本表格即表示：
 - (a) 本人按綜合文件及本表格所載對價及條款與條件，就本表格所列明之購股權數目或（如未有列明數目或所列數目多於本人為登記持有人之購股權）本人名下登記全部購股權數目，被視為接納所提出有關本人持有之全部之購股權之購股權收購；
 - (b) 本人承諾於必要及適當時簽署其他文件並採取辦理其他行動，以進一步確保註銷本人就接納購股權收購而提呈之購股權；
 - (c) 本人不可撤回地指示並授權收購人及／或招商證券及／或彼等就此指定之人士，代表本人填妥、修改及簽署任何文件，並採取任何必要或權宜之行動，以註銷本人就接納購股權收購建議而提呈之購股權；及
 - (d) 本人同意追認收購人及／或招商證券或彼等各自之代理人或彼等指定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。
2. 本人明白本人接納購股權收購將代表本人向收購人及招商證券保證，本表格所列之購股權數目概不附帶一切第三方權利、留置權、索償、抵押、購股權、不利權益及產權負擔，並將會連同於註銷日期當日或其後所附帶的所有權利一併註銷。
3. 倘按購股權收購之條款本人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，本人授權並懇請 閣下將本人之購股權收購及接納函件連同已正式註銷之本表格送回本人。
4. 本人茲附上本人持有之全部或部份尚未行使購股權之有關購股權收購及接納函件，由 閣下按購股權收購之條款及條件予以保存。本人明白任何交回的接納及註銷表格及購股權證書概不獲發收據。