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Unless the context otherwise requires, terms used in this form shall bear the same meanings as those defined in the accompanying composite offer and response document dated 25 February 2011 (the "Composite Document") issued jointly by Fosun International Limited and Shanghai Forte Land Co., Ltd.. 除文義另有所指外，本表格所用詞語之定義與隨附之復星國際有限公司及復地(集團)股份有限公司於2011年2月25日聯合刊發之綜合收購要約及回應文件(「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 H SHARE OFFER.  
本接納及過戶表格在 閣下欲接納H股收購要約時適用。

# FORTE 復地

## 復地(集團)股份有限公司 SHANGHAI FORTE LAND CO., LTD.\*

(a sino-foreign joint stock company incorporated in the People's Republic of China with limited liability)

(在中華人民共和國註冊成立的中外合資股份有限公司)

(Stock code: 02337)

(股份代號: 02337)

### FORM OF ACCEPTANCE AND TRANSFER OF H SHARES OF RMB0.20 EACH IN THE ISSUED SHARE CAPITAL OF SHANGHAI FORTE LAND CO., LTD.

復地(集團)股份有限公司已發行股本中  
每股面值人民幣0.20元之H股之接納及過戶表格  
All parts should be completed 每項均須填寫

Registrar  
股份過戶登記處  
Computershare  
Hong Kong Investor  
Services Limited, Shops  
1712-1716, 17<sup>th</sup> Floor,  
Hopewell Centre, 183  
Queen's Road East,  
Wanchai, Hong Kong  
香港中央證券登記有限  
公司，地址為香港灣仔  
皇后大道東183號合和  
中心17樓1712-1716舖

FOR THE CONSIDERATION stated below the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the H Share(s) held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the accompanying Composite Document. 根據本表格及附奉的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H股轉讓予下列「承讓人」。

Number of H Share(s) <sup>(Note)</sup> H股數目 <sup>(附註)</sup>	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:	First name(s): 名字:
	Address: 地址:	
	Telephone number: 電話號碼:	
CONSIDERATION 代價	HK\$3.50 in cash for each H Share 每股H股現金 3.50港元	
TRANSFEREE 承讓人	Name 名稱:	Fosun International Limited 復星國際有限公司
	Registered Office 註冊辦事處:	Room 808, ICBC Tower, 3 Garden Road, Central, Hong Kong 香港中環花園道3號中國工商銀行大廈808室
	Occupation 職業:	Corporation 法人團體

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 of Witness 見證人地址 \_\_\_\_\_

Occupation of Witness 見證人職業 \_\_\_\_\_

Signature(s) of Transferor(s)/  
Company chop (if applicable)  
轉讓人簽署/公司印鑑(如適用)

ALL JOINT  
REGISTERED  
HOLDERS  
MUST  
SIGN HERE  
所有聯名  
登記持有人均須  
於本欄個別簽署

Date of Submission of this Form of  
Acceptance and Transfer  
提交本接納及過戶表格之日期

#### Do not complete 請勿填寫本欄

Signed by or on behalf of the Transferee in the presence of:  
承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 of Witness 見證人地址 \_\_\_\_\_

Occupation of Witness 見證人職業 \_\_\_\_\_

Date of Transfer 過戶日期 \_\_\_\_\_

For and on behalf of 代表  
Fosun International Limited 復星國際有限公司  
Authorised Signatory(ies)  
授權簽署

Signature(s) of Transferee or its duly authorised agent(s)  
承讓人或其正式授權代理人簽署

\* For identification purpose only  
\* 僅供識別

Note: Insert the total number of H Shares for which the H Share Offer is accepted.  
附註: 請填上接納H股收購要約之H股股份總數。

**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 H Shares in Shanghai Forte Land Co., Ltd., 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 H Share Offer to persons with a registered address in jurisdictions outside Hong Kong may be prohibited or 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 H Share Offer in the relevant jurisdictions and observe any applicable regulatory or legal requirements. It is your responsibility if you wish to accept the H Share 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 or 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

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 H Share Offer made by Standard Chartered Bank on behalf of the Offeror, you should complete and sign this form of acceptance and transfer and forward this form, together with the relevant H 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) of the H Shares which is/are in your name which you intend to accept the H Share Offer, by post or by hand, marked "H Share Offer" on the envelope, to the Registrar, Computershare Hong Kong Investor Services Limited at Shops 1712-1716, 17<sup>th</sup> Floor, Hopewell Center, 183 Queen's Road East, Wanchai, Hong Kong as soon as practicable, but in any event so as to reach the Registrar no later than 4:00 p.m. on Thursday, 21 April 2011 (or such later time and/or date as the Offeror may determine and announce with the consent of the Executive).

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

To: the Offeror and Standard Chartered Bank

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 H Share Offer made by Standard Chartered Bank 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 H Shares specified in this form of acceptance and transfer;
    - (b) my/our irrevocable instruction and authority to the Offeror, Standard Chartered Bank, 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 consideration to which I/we shall have become entitled under the terms of the H Share Offer after deducting all sellers' ad valorem stamp duty payable by me/us in connection with my/our acceptance of the H Share 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 Forte H Shareholders) at the registered address shown in the register of Forte H Shareholders as soon as possible but in any event within 10 days of the later of the date on which the H Share Offer becomes or is declared unconditional in all respects and the date of receipt of this completed form and all the relevant documents by the Registrar from me accepting the H Share Offer;  
(Insert name and address of the person to whom the cheque is to be sent if different from the registered Forte H Shareholder or the first-named of joint registered Forte H Shareholders.)  
**Name:** (in block capitals) .....
    - Address:** (in block capitals) .....
  - (c) my/our irrevocable instruction and authority to the Offeror, Standard Chartered Bank 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 H Share(s) to be sold by me/us under the H Share 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 the Offeror, Standard Chartered Bank or such person or persons as they may direct to complete, amend 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 insert, delete, amend or substitute the transferee in this form of acceptance and transfer 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 H Share(s) tendered for acceptance of the H Share 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 H Share(s) tendered for acceptance under the H Share Offer to the Offeror or such person or persons as it may direct free from all liens, charges, equities, adverse interests, options, claims, and 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 of the Joint Announcement or subsequently becoming attached to them, including without limitation the right to receive in full all dividends (whether final or interim) and other distributions, if any, declared, made or paid on or after the date of the Joint Announcement;
  - (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror, Standard Chartered Bank 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 the Offeror, Standard Chartered Bank or their respective agent(s) to collect from Forte or the Registrar on my/our behalf the H Share certificate(s) 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 H Share certificate(s) subject to the terms and conditions of the H Share Offer as if it/they were H Share certificate(s) delivered to the Registrar together with this form of acceptance and transfer; and
  - (h) my/our appointment of the Offeror and/or Standard Chartered Bank as my/our attorney in respect of all the H 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 H Share Offer becomes unconditional in all respects and thereafter be irrevocable.
2. I/We understand that acceptance of the H Share Offer by me/us will constitute a warranty by me/us to the Offeror and Standard Chartered Bank that (i) the number of H Share(s) specified in this form of acceptance and transfer will be free from all liens, charges, equities, adverse interests, options, claims, and 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 of the Joint Announcement or subsequently becoming attached to them, including without limitation the right to receive in full all dividends (whether final or interim) and other distributions, if any, declared, made or paid on or after the date of the Joint Announcement; 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, in connection therewith, including the obtaining of any governmental, exchange control, regulation or other consents which may be required or the compliance with other necessary formalities or legal requirements and the payment of any transfer or other taxes due in respect of such jurisdiction. I/We shall be fully responsible for payment of any transfer or other taxes and duties imposed by whomsoever payable in respect of that jurisdiction. I/we have not taken or omitted to take any action which will or may result in Forte, the Offeror or Standard Chartered Bank or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the H Share Offer or my/our acceptance thereof, and am/are permitted under all applicable laws to receive and accept the H Share 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 H Share 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 H 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 Forte H Shareholders) at the registered address shown in the register of Forte H Shareholders.  
*Note: Where you have sent one or more transfer receipt(s) and in the meantime the relevant H Share certificate(s) has/have been collected by the Offeror, Standard Chartered Bank or their respective agent(s) from the Registrar on your behalf, you will be sent such H Share certificate(s) in lieu of the transfer receipt(s).*
  4. I/We enclose the relevant H 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 H Share(s) which are to be held by you on the terms and conditions of the H Share Offer. I/We understand that no acknowledgement of receipt of any form(s) of acceptance and transfer, H 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 H 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 the H Shares I/we hold, to the Offeror by way of acceptance of the H Share Offer.
  6. I/We warrant to the Offeror and Standard Chartered Bank that I/we have satisfied full observance of the laws of the jurisdiction where my/our address is stated in the register of Forte H Shareholders in connection with my/our acceptance of the H Share 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 the Offeror and Standard Chartered Bank that I/we shall be fully responsible for payment of any transfer or other taxes or duties payable in respect of the relevant jurisdiction where my/our address is stated in the register of Forte H Shareholders in connection with my/our acceptance of the H Share 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 H Shares sold to the Offeror by way of the H Share Offer will be registered under the name of the Offeror or its nominee.
  10. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror and Standard Chartered Bank (so as to bind my/our successors and assigns) that in respect of the H Shares which are accepted under the H Share 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, to give:
    - (a) an authority to Forte 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 Forte H Shareholder (including any relevant H Share certificate(s) and/or any other document(s) of title issued as a result of conversion of such H Shares into certificated form) to the Offeror at Room 808, ICBC Tower, 3 Garden Road, Central, Hong Kong;
    - (b) an irrevocable authority to the Offeror and/or its agents from me/us to sign any consent to short notice of any general meeting of Forte (excluding the H Share Class Meeting) on my/our behalf and/or to attend and/or to execute a form of proxy in respect of such H Shares appointing any person nominated by the Offeror to attend such general meeting (or any adjournment thereof) (excluding the H Share Class Meeting) and to exercise the votes attaching to such H 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 of such rights without the consent of the Offeror 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 the Offeror or its nominee or appointee, for or to attend or to vote at the general meeting of Forte, I/we hereby expressly revoke such appointment.
  11. the Offeror reserves the right to treat as valid any acceptance of the H Share Offer which is not entirely in order or which is not accompanied by the relevant H Share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities in respect thereof), but, in such cases, the cheque(s) for the consideration due will not be despatched or (as the case may be) made available for collection until the relevant H Share certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities in respect thereof) has/have been received by the Registrar. However, such acceptances will not be counted towards fulfilling the acceptance condition unless Rule 30.2 of the Takeovers Code has been fully complied with.

本接納及過戶表格乃重要文件，請即處理。閣下對本接納及過戶表格任何方面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。

閣下如已將名下全部復地(集團)股份有限公司的H股股份售出或轉讓，應立即將本接納及過戶表格連同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、持牌證券交易商、註冊證券機構或其他代理人，以便轉交買主或承讓人。

向其登記地址位於香港以外司法權區之人士提出H股收購要約可能會受有關司法權區之法例禁止或影響。倘閣下為香港以外司法權區之公民或居民或國民，應記緊H股收購要約於有關司法權區之限制自行瞭解或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H股收購要約，須自行負責全面遵守有關司法權區有關該接納之法例，包括取得任何可能規定之政府、外匯管制或其他同意，或遵守其他必要手續、監管或法律規定，及繳付於有關司法權區應付之任何轉讓費、註銷稅費或其他稅項。

#### 本表格填寫方法

本接納及過戶表格應與綜合文件一併閱覽。綜合文件「釋義」一節所界定之詞彙及附錄一之條文納入並構成本接納及過戶表格之一部分。

閣下如欲接納渣打銀行代表要約人提出之H股收購要約，應填妥及簽署本接納及過戶表格，連同閣下欲就以閣下名義登記之H股股份接納H股收購要約之股份數目之相關H股股票證書及/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股份過戶登記處：香港中央證券登記有限公司，地址為香港灣仔皇后大道東183號合和中心17樓1712-1716舖，信封面請註明「H股收購要約」，惟無論如何不得遲於2011年4月21日(星期四)下午四時正(或要約人經獲執行人員同意而可能決定及公佈之較後時間及/或日期)送達股份過戶登記處。

#### H股收購要約之接納及過戶表格

致： 要約人及渣打銀行

- 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：
  - 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載條款及條件，就本接納及過戶表格所註明之H股數目不可撤回地接納綜合文件所載由渣打銀行代表要約人提出之H股收購要約；
  - 本人/吾等不可撤回地指示並授權要約人、渣打銀行、股份過戶登記處及/或彼等各自之代理人以平郵方式將作為本人/吾等根據H股收購要約條款應得之代價以「不得轉讓—只准入抬頭人賬戶」方式向本人/吾等劃線開出之支票(已扣除本人/吾等就本人/吾等接納H股收購要約應付之所有賣方印花稅)盡快郵寄至下文所列人士及地址(如有未於下欄填上姓名及地址，則按復地H股股東名冊所列之登記地址郵寄予本人或(倘屬聯名登記復地H股股東)吾等中排名首位者)，惟無論如何須於H股收購要約在各方面成為或被宣佈為無條件之日及股份過戶登記處自收到本人已填妥之本表格及所有相關接納H股收購要約文件之日兩者之較後日期10天內，郵誤風險概由本人/吾等承擔；  
(倘收取支票之人士並非已登記的復地H股股東或排名首位之聯名登記的復地H股股東，則請在本欄填上接收者之姓名及地址。)  
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並授權要約人、渣打銀行或彼等可能指示之人士，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H股收購要約出售H股之賣方須製備及簽立之成交單據，並按該條例之規定安排該單據加蓋印花及安排在本接納及過戶表格背書證明；
  - 本人/吾等不可撤回地指示並授權要約人、渣打銀行或彼等可能指示之人士，代表本人/吾等填妥、修訂及簽立任何文件，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，並於本接納及過戶表格填上、刪去、修改或替換承讓人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H股收購要約之H股轉歸要約人或其可能指示之人士所有；
  - 本人/吾等承諾於必要或適當時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H股收購要約提交接納之H股轉讓予要約人或其可能指示之人士，該等股份不附帶一切任何性質之留置權、押記、衡平權、不利權益、期權、索賠及產權負擔、優先認購權及任何其他第三項權利，並將會連同於聯合公告日期附帶或其後附帶之所有權利(包括但不限於收取於聯合公告日期或之後宣派、作出或派付之一切股息(不論末期或中期)及其他分派(如有)之權利)一併轉讓；
  - 本人/吾等同意追認要約人、渣打銀行或彼等各自之代理或彼/彼等可能指示之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；
  - 本人/吾等不可撤回地指示並授權要約人、渣打銀行或彼等各自之代理，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)，憑此向復地或股份過戶登記處領取本人/吾等就H股應獲發之股票證書，並將有關H股股票送交股份過戶登記處。且授權及指示股份過戶登記處根據H股收購要約之條款及條件持有相關H股股票證書，猶如相關H股股票證書已連同本接納及過戶表格一併送交股份過戶登記處論；及
  - 本人/吾等委任要約人及/或渣打銀行為本人/吾等就本接納及過戶表格有關之全部H股股份之委任代理人，該授權書於H股收購要約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。
- 本人/吾等明白本人/吾等接納H股收購要約將構成本人/吾等向要約人及渣打銀行保證，(i)本接納及過戶表格所列將予出售之H股數目概不附帶一切任何性質之留置權、押記、衡平權、不利權益、期權、索賠及產權負擔、優先認購權及任何其他第三方權利，並附帶於聯合公告日期或其後所附一切權利，包括但不限於收取所有於聯合公告日期或其後宣派、作出或派付之股息(不論末期或中期)及其他分派(如有)之權利；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相關司法權區有關該接納之法例，包括取得任何可能規定之政府、外匯管制、規例或其他同意，或遵守其他必要之手續或法律規定，以及繳付於該司法權區應付之任何轉讓費或其他稅項。本人/吾等須負全責就該司法權區繳付任何所應付的任何轉讓費或其他稅項及徵費。本人/吾等並無採取或遺漏採取任何行動致使復地、要約人或渣打銀行或任何其他人士就H股收購要約或本人/吾等的接納行動違反任何司法權區的法例或監管規定，以及獲所有適用法例的許可收取及接納H股收購要約(或其任何修訂)，而根據所有適用法例，有關接納乃屬有效及具約束力。
- 倘按H股收購要約之條款本人/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/吾等授權並懇請閣下將本人之H股股票證書及/或過戶收據及/或其他所有權文件(及/或任何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送回上文1(b)段所列人士及地址，或倘並無填上姓名及地址，則送到復地H股股東名冊所示之本人或(倘屬聯名登記復地H股股東)吾等中排名首位者之登記地址，郵誤風險由本人/吾等承擔。  
附註：倘閣下交出一份或以上過戶收據，而要約人、渣打銀行或彼等各自之代理已代表閣下從股份過戶登記處領取有關H股股票證書，則發還予閣下者將為該等H股股票證書而非過戶收據。
- 本人/吾等茲附上本人/吾等持有之全部或部分H股股份之有關H股股票證書及/或過戶收據及/或其他所有權文件(及/或任何就此所需並令人信納之彌償保證)，由閣下接納H股收購要約之條款及條件持有。本人/吾等明白任何交回之接納及過戶表格、H股股票證書及/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/吾等亦瞭解所有文件寄出後一切郵誤風險概由本人/吾等承擔。
- 本人/吾等保證，本人/吾等乃就本接納及過戶表格所列明之H股股份數目之登記持有人及本人/吾等有十足權利、權力及授權以接納H股收購要約之方式，向要約人出售及移交本人/吾等持有之H股股份之所有權及擁有權。
- 本人/吾等向要約人及渣打銀行保證，本人/吾等已全面遵守在復地H股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H股收購要約方面之法例，包括獲得任何可能規定之政府、外匯管制或其他同意，以及遵守必需之手續、監管或法律規定。
- 本人/吾等向要約人及渣打銀行保證，本人/吾等須就支付復地H股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H股收購要約方面應付之任何轉讓稅費或其他稅項及徵費承擔全部責任。
- 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。
- 本人/吾等知悉，本人/吾等以H股收購要約方式向要約人出售之H股將以要約人或其代名人義登記。
- 本人/吾等謹此向要約人及渣打銀行不可撤回地承諾、聲明、保證及同意(本人/吾等之承繼人及承讓人亦受此約束)根據H股收購要約就被接納(且尚未被有效撤回)之H股，以及尚未登記於要約人或其可能指示人士名下之H股，作出以下各項：
  - 本人/吾等授權復地及/或其代理人，將可能須向本人/吾等(作為復地H股股東)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H股轉換為證書形式而簽發之任何有關H股股票證書及/或任何其他所有權文件)寄送至要約人，地址為香港中環花園道3號中國工商銀行大廈808室；
  - 不可撤回地授權要約人及/或其代理人代表本人/吾等簽署任何在短時間內召開任何復地股東大會(不包括H股類別股東會)之同意書及/或出席及/或就該等H股簽立代表委任表格以委任由要約人提名之任何人士出席有關股東大會(或其任何續會)(不包括H股類別股東會)及代表本人/吾等行使該等H股附帶之投票權，而上述投票將以要約人全權決定之方式進行；及
  - 同意在未獲得要約人同意前本人/吾等不得行使任何有關權利，本人/吾等亦不可撤回地承諾，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要約人或其代名人或獲委任人士以外之代表，以出席復地股東大會或在會上投票，本人/吾等謹此表明撤回有關委任。
- 要約人保留視任何尚未填妥或無隨附有關H股股票證書及/或過戶收據及/或其他所有權文件(及/或任何就此所需並令人信納之彌償保證)之H股收購要約之接納為有效之權利，惟在該等情況下，用以支付代價的支票將不會寄發或(視情況而定)可供領取，直至股份過戶登記處已收到有關H股股票證書及/或過戶收據及/或其他所有權文件(及/或任何就此所需並令人信納之彌償保證)為止。然而，除非非已完全遵守《收購守則》規則30.2之規定，否則於計算是否已達成接納條件時有關接納不會計算在內。



## PERSONAL DATA

### Personal Information Collection Statements

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 the Offeror and the Registrar in relation to personal data and the Privacy Ordinance.

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

To accept the H Share Offer in respect of your H Shares, you must provide the personal data requested in this form. Failure to supply the requested data may result in the processing of your acceptance being rejected or delayed. It is important that you inform the Offeror, Standard Chartered Bank and/or the Registrar immediately of any inaccuracies in the data supplied.

#### 2. Purposes

The personal data which you provide in this form 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 and the Composite Document;
- registering transfers of the H Share(s) out of your name;
- maintaining or updating the relevant register of holders of the H Share(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- establishing your entitlements under the H Share Offer;
- distributing communications from the Offeror, Standard Chartered Bank and/or their respective agents such as their advisers and 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 the Offeror and/or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror, Standard Chartered Bank and/or the Registrar to discharge their obligations to the Forte H Shareholders and/or regulators and any other purpose to which the Forte H Shareholders may from time to time agree to or be informed of.

#### 3. Transfer of personal data

The personal data provided in this form will be kept confidential but the Offeror, Standard Chartered Bank 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:

- the Offeror's advisers and/or agent(s), such as the financial advisers and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, Standard Chartered Bank and/or the Registrar, in connection with the operation of its business;
- the Hong Kong Stock Exchange, the SFC and any regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as your bankers, solicitors, accountants, licensed securities dealers or registered institution in securities; and
- any other persons or institutions whom the Offeror, Standard Chartered Bank 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 the Offeror, Standard Chartered Bank 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, the Offeror, Standard Chartered Bank 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, Standard Chartered Bank 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》)之主要條文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要約人及股份過戶登記處關於個人資料及《私隱條例》之政策及慣例。

#### 1. 收集閣下個人資料之理由

如欲就閣下之H股接納H股收購要約，閣下必須提供本表格所需之個人資料。倘閣下未能提供所需資料，則可能導致閣下之接納申請被拒或受到延誤。如所提供資料有任何不準確之處，請務必即時知會要約人、渣打銀行及／或股份過戶登記處。

#### 2. 用途

閣下於本表格提供之個人資料可能會用作、持有及／或保存(以任何方式)作下列用途：

- 處理閣下之接納申請及核實或遵循本表格及綜合文件載列之條款及申請程序；
- 登記以閣下名義轉讓之H股；
- 保存或更新H股持有人名冊；
- 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H股收購要約有權享有之權利；
- 自要約人、渣打銀行及／或彼等各自之代理人(如彼等之顧問及股份過戶登記處)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；
- 披露有關資料以便申索或享有權益；
- 有關要約人及／或股份過戶登記處業務之任何其他用途；及
- 有關上文所述及／或確保要約人、渣打銀行及／或股份過戶登記處能履行彼等對復地H股股東及／或監管機構之責任之任何其他附帶或關連用途及復地H股股東可能不時同意或知悉之任何其他用途。

#### 3. 轉交個人資料

本表格提供之個人資料將作為機密資料妥當保存，惟要約人、渣打銀行及股份過戶登記處為達致上述或有關任何上述之用途，可能作出彼等認為必需之查詢，以確認個人資料之準確性，尤其可能向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：

- 要約人的顧問及／或代理，如財務顧問及股份過戶登記處；
- 向要約人、渣打銀行及／或股份過戶登記處提供業務經營方面之行政、電訊、電腦、付款或其他服務之任何代理、承包商或第三方服務供應商；
- 香港聯交所、證監會及任何監管或政府機構；
- 與閣下進行交易或建議進行交易之任何其他人士或機構，如閣下之銀行、律師、會計師、持牌證券交易商或註冊證券機構；及
- 要約人、渣打銀行及／或股份過戶登記處認為必需或適當情況下之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》，閣下可確認要約人、渣打銀行或股份過戶登記處是否持有閣下之個人資料，並獲取該資料副本，以及更正任何錯誤資料。

根據《私隱條例》，要約人、渣打銀行及股份過戶登記處可就獲取任何資料之請求收取合理之手續費。獲取或更正資料或獲取有關政策及慣例及所持資料類型之資料之所有請求，須提交予要約人、渣打銀行及／或股份過戶登記處(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