

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, 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.

香港交易及結算所有限公司、香港聯合交易所有限公司及香港中央結算有限公司對本表格之內容概不負責，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表格全部或任何部分內容而產生，或因倚賴該等內容而引致之任何損失承擔任何責任。

Unless the context otherwise requires, terms used herein shall bear the same meanings as defined in the offer document dated 17 May 2010 (the "Offer Document") issued by China Gas Holdings Limited and Rich Legend International Limited.

除文義另有所指外，本表格所用詞彙與中國燃氣控股有限公司及Rich Legend International Limited於二零一零年五月十七日刊發之要約文件(「要約文件」)所界定者具有相同涵義。

PINK FORM OF ACCEPTANCE AND CANCELLATION – FOR USE IF YOU WANT TO ACCEPT THE OPTION OFFER.
接納及註銷粉紅色表格在閣下欲接納期權要約時適用

中裕燃氣控股有限公司

ZHONGYU GAS HOLDINGS LIMITED

(incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立之有限公司)

(Stock code: 8070)

(股份代號: 8070)

PINK FORM OF ACCEPTANCE AND CANCELLATION OF SHARE OPTIONS

接納及註銷股份期權之粉紅色表格

THIS FORM OF ACCEPTANCE AND CANCELLATION IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt as to any aspect of this form of acceptance and cancellation 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.

本接納及註銷表格乃重要文件，請即處理。閣下對本接納及註銷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。

This form of acceptance and cancellation should be read in conjunction with the Offer Document. The defined terms under the section "Definitions" in and the provisions of Appendix 1 to the Offer Document are incorporated into and form part of this form of acceptance and cancellation.

本接納及註銷表格應與要約文件一併閱覽。要約文件「釋義」部分一節所界定之詞彙及附錄一之條文納入並構成本接納及註銷表格之一部分。

To accept the Option Offer made by MCSL on behalf of Rich Legend International Limited, you should complete and sign this form of acceptance and cancellation and forward this form, together with the relevant certificate(s) of the Share Option(s) stating the number of underlying Zhongyu Shares in respect of which the Share Option(s) is/are granted which you intend to accept the Option Offer, by post or by hand to the Receiving Agent at Tricor Secretaries Limited, 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong, marked "Option Offer" on the envelope, as soon as practicable and in any event so as to reach the Receiving Agent at the aforesaid address no later than 4:00 p.m. on 14 June 2010 (or such later time and/or date as the Offeror may announce with the consent of the Executive). No acknowledgement of receipt of any form of acceptance and cancellation and/or the relevant certificate(s) of the Share Option(s) will be given.

閣下如欲接納麥格理資本證券代表Rich Legend International Limited提出之期權要約，應填妥及簽署本接納及註銷表格，連同列明閣下欲接納期權要約所涉及之已授出股份期權之股份期權相關證書，當中註明相關中裕股份之數目，以郵遞方式或由專人盡快送交收款代理卓佳秘書商務有限公司，地址為香港灣仔皇后大道東28號金鐘匯中心26樓，信封面請註明「期權要約」，惟無論如何不得遲於二零一零年六月十四日下午四時正(或要約人獲執行人員同意而可能公佈之較後時間及/或日期)送達收款代理。概不就接獲任何接納及註銷表格及/或股份期權相關證書而發出任何收據。

To: Zhongyu, MCSL and the Offeror

致：中裕、麥格理資本證券及要約人

I (name) 本人(姓名) _____ of (address) 寓所(地址) _____

hereby accept the Option Offer made by MCSL on behalf of the Offeror and agree, for the consideration set out below, to the cancellation of the Share Option(s) granted to me to subscribe for Zhongyu Share(s) at the exercise prices set out below.

謹此接納由麥格理資本證券代表要約人提出之期權要約，並同意按以下載列代價，註銷授予本人按以下行使價認購中裕股份之股份期權。

Exercise price per Zhongyu Share of the Share Option 股份期權項下每股中裕股份之行使價	Amount of consideration to be paid for each Share Option 每份股份期權應付代價金額	No. of underlying Zhongyu Share(s) in respect of which the Share Option(s) is/are granted 已授出股份期權所涉及之相關中裕股份數目
HK\$0.31 港元	HK\$0.1146 in cash and 0.0994 new China Gas Share 現金0.1146港元及0.0994股新中國燃氣股份	
HK\$0.56 港元	HK\$0.0664 in cash and 0.0576 new China Gas Share 現金0.0664港元及0.0576股新中國燃氣股份	
HK\$0.80 港元	HK\$0.0202 in cash and 0.0175 new China Gas Share 現金0.0202港元及0.0175股新中國燃氣股份	

Certificate(s) (if any) relating to such Share Option(s) is/are enclosed herewith for Zhongyu's cancellation.

隨附有關於該等股份期權之證書(如有)，以供中裕註銷。

Dated this _____ day of _____, 2010. 日期：二零一零年_____月_____日。

Signature of the abovementioned Zhongyu Optionholder

上述中裕期權持有人簽署

Notes:

- Please insert full name and address in **BLOCK CAPITALS**.
- Please insert the number of underlying Zhongyu Share(s) in respect of which the Share Option(s) to subscribe is/are surrendered for cancellation.
- If no number is specified or if the total number of Share Options specified in this form is greater than the Share Options tendered, as supported by the certificate(s) of the Share Options, you are deemed to have accepted the Option Offer in respect of the Share Options as shall be equal to the number of Share Options tendered by you, as supported by the certificate(s) of the Share Options. If the number specified in this form is smaller than the Share Options tendered, as supported by the certificate(s) of the Share Options, you are deemed to have accepted the Option Offer in respect of the Share Options as shall be equal to the number of the Share Options specified in this form.

附註：

- 請以正楷填寫全名及地址。
- 請填上交付供註銷之股份期權所涉及及可認購之相關中裕股份數目。
- 倘此表格上並無填上數目或所填寫之股份期權總數大於所提交股份期權之數目(以股份期權證書為證)，則閣下將被視為已按相等於閣下所提交之股份期權數目(以股份期權證書為證)接納有關股份期權之期權要約。倘此表格上所填寫之數目少於所提交股份期權之數目(以股份期權證書為證)，則閣下將被視為已按相等於此表格上所填寫之股份期權數目接納有關股份期權之期權要約。

* For identification purpose only
僅供識別

Form of acceptance and cancellation of Share Options

To: **Zhongyu, the Offeror, China Gas and MCSL**

- My execution of this form of acceptance and cancellation shall constitute:
 - my irrevocable acceptance of the Option Offer made by MCSL 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, in respect of the number of underlying Zhongyu Share(s) in respect of which the Share Option(s) is/are granted specified in this form of acceptance and cancellation or, if no number is specified or if the total number of Share Options specified in this form is greater than the Share Options tendered, as supported by the certificate(s) of the Share Options, I am/we are deemed to have accepted the Option Offer in respect of the Share Options as shall be equal to the number of Share Options tendered by me/us, as supported by the certificate(s) of the Share Options; if the number specified in this form is smaller than the Share Options tendered, as supported by the certificate(s) of the Share Options, I am/we are deemed to have accepted the Option Offer in respect of the Share Options as shall be equal to the number of the Share Options specified in this form;
 - 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;
 - my irrevocable instruction and authority to the Offeror and/or MCSL or their respective agent(s) to send a cheque crossed "Not negotiable – account payee only" drawn in my favour and the share certificate(s) for the China Gas Shares for the consideration to which I shall have become entitled under the terms of the Option Offer by ordinary post at my own risk to the person and the address stated below or, if no name and address is stated below to me at the registered address shown in the register of Zhongyu Optionholders:
(Insert name and address of the person to whom the cheque and the share certificate of the China Gas Share(s) is to be sent if different from the registered Zhongyu Optionholder.)

Name: (in block capitals) _____

Address: (in block capitals) _____

 - my irrevocable instruction and authority to the Offeror, MCSL or such person or persons as they may direct to complete 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
 - my agreement to ratify each and every act or thing which may be done or effected by the Offeror, MCSL or their respective agents or such person or persons as it/they may direct on the exercise of any of the authorities contained herein.
- I understand that my acceptance of the Option Offer will constitute a warranty and undertaking by me to the Offeror and MCSL that the Share Option(s) specified in this form of acceptance and cancellation is/are free from all third party rights, liens, charges, equities, adverse interests and encumbrances whatsoever and renounced together with all rights attaching thereto as at the date of the Offer Document or subsequently becoming attached to them and that I surrender to Zhongyu all of my existing rights, if any, in respect of the Share Option(s), following which such Share Option(s) will be cancelled and extinguished.
- I understand that if my registered address is located in a jurisdiction outside Hong Kong, acceptance of the Option Offer by me will constitute a warranty by me to the Offeror and MCSL that I have fully observed the laws of all relevant jurisdictions, obtained all requisite governmental, exchange control or other consents, complied with all necessary formalities or legal requirements and paid any such cancellation or other taxes by whomsoever payable, that I have not taken or omitted to take any action which will or may result in Zhongyu, China Gas, the Offeror or MCSL or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Option Offer or my acceptance thereof, and am permitted under all applicable laws to receive and accept the Option Offer, and that such acceptance is valid and binding in accordance with all applicable laws.
- 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 or any one of you to return my certificate(s) for the Share Option(s), together with this form of acceptance and cancellation duly cancelled, by ordinary post at my own risk to the person and address stated in paragraph 1(c) above or if no name and address is stated, to me at the registered address shown in the register of Zhongyu Optionholders.
- I enclose the relevant certificate(s) for the Share Option(s) for the whole or part of my holding of 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 relevant certificate(s) for the Share Option(s) will be given.

接納及註銷股份期權表格

致：中裕、要約人、中國燃氣及麥格理資本證券

- 本人簽署本接納及註銷表格即表示：
 - 本人按要約文件及本表格所述代價及條款與條件，就本接納及註銷表格所列明之已授出股份期權所涉及之相關中裕股份數目（或倘此表格上並無填上數目或所填寫之股份期權總數大於所提交股份期權之數目（以股份期權證書為證），則本人／吾等將被視為已按相等於本人／吾等所提交之股份期權數目（以股份期權證書為證）接納有關股份期權之期權要約；倘此表格上所填寫之數目少於所提交股份期權之數目（以股份期權證書為證），則本人／吾等將被視為已按相等於此表格上所填寫之股份期權數目接納有關股份期權之期權要約，不可撤回地接納由麥格理資本證券代表要約人提出並載於要約文件內之期權要約；
 - 本人承諾於必要或適當時簽署其他文件並辦理其他手續，以註銷本人根據期權要約而提交註銷之股份期權；
 - 本人不可撤回地指示並授權要約人及／或麥格理資本證券或彼等各各自之代理人以平郵方式將作為代價以「不得轉讓—只准入抬頭人賬戶」方式向本人劃線開出之支票，以及本人根據期權要約條款應得之中國燃氣股票郵寄至下文所列人士及地址（如未有於下欄填上姓名及地址，則按中裕期權持有人名冊所列之登記地址郵寄予本人），郵誤風險由本人承擔：
(倘收取支票及中國燃氣股票之人士並非登記中裕期權持有人，則請在本欄填上接收者之姓名及地址。)

姓名：(請用正楷) _____

地址：(請用正楷) _____

 - 本人不可撤回地指示並授權要約人、麥格理資本證券或彼等可能指示之人士，代表本人填妥及簽署任何檔，並採取任何必要或權宜之行動，以註銷本人根據期權要約而提交註銷之股份期權；及
 - 本人同意追認要約人、麥格理資本證券或彼等各自之代理人或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。
- 本人明白本人接納期權要約將構成本人向要約人及麥格理資本證券保證及承諾，本接納及註銷表格所列之股份期權概不附帶一切任何性質之第三方權利、留置權、抵押、衡平權、不利權益及產權負擔，並將會連同於要約文件日期附帶或其後附帶之所有權利一併放棄，本人亦會向中裕交還有關股份期權之全部現有權利（如有），而該等股份期權將隨之被註銷及終止。
- 本人明白倘本人之登記地址位於香港以外之司法權區，本人接納期權要約將構成本人向要約人及麥格理資本證券保證本人已全面遵守所有相關司法權區之法例、取得一切必要之政府、外匯管制或其他方面之許可、遵守所有必需之手續或法例規定，以及繳付任何人士應付之任何註銷或其他稅項，且並無採取或遺漏採取任何行動致使中裕、中國燃氣、要約人或麥格理資本證券或任何其他人士就期權要約或本人之接納行動違反任何司法權區之法例或監管規定，以及獲所有適用法例之許可收取及接納期權要約，而根據所有適用法例，該接納乃屬有效及具約束力。
- 倘按期權要約之條款本人之接納屬無效或被視為無效，則上文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或閣下任何一位將本人之股份期權證書連同已正式註銷之本接納及註銷表格以平郵方式送回上文1(c)段所列人士及地址，或倘並無填上姓名及地址，則送到本人於中裕期權持有人名冊上之登記地址，郵誤風險由本人承擔。
- 本人茲附上本人持有之全部或部分尚未行使股份期權之股份期權相關證書，由閣下期權要約之條款及條件持有。本人明白所交回之任何接納及註銷表格及股份期權相關證書概不會獲發收據。

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, China Gas, MCSL and the Receiving Agent in relation to personal data and the Privacy Ordinance.

1. Reasons for the collection of your personal data

To accept the Share Option Offer in respect of your Share Option(s), 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, China Gas, MCSL and/or the Receiving Agent 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 Offer Document;
- registering cancellation of the relevant Share Option in your name;
- maintaining or updating the relevant register of holders of the Share Option(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- establishing your entitlements under the Option Offer;
- distributing communications from China Gas, the Offeror, MCSL and/or their respective agents such as their advisers and the Receiving Agent;
- compiling statistical information and optionholder 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 Receiving Agent; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror, MCSL and/or the Receiving Agent

to discharge their obligations to the Zhongyu Optionholders and/or regulators and any other purpose to which the Zhongyu Optionholders 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, China Gas, MCSL, Zhongyu and the Receiving Agent 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:

- Zhongyu, the Offeror, China Gas and/or their agent(s) or advisers, such as the financial advisers and the Receiving Agent;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to China Gas, the Offeror, MCSL and/or the Receiving Agent, in connection with the operation of its business;
- the 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, China Gas, MCSL and/or the Receiving Agent 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 China Gas, the Offeror, MCSL or the Receiving Agent 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, China Gas, the Offeror, MCSL and the Receiving Agent 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 China Gas, the Offeror, MCSL and/or the Receiving Agent (as the case may be).

BY SIGNING THIS FORM OF ACCEPTANCE AND CANCELLATION 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、中國燃氣、麥格理資本證券及收款代理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

如欲就閣下之股份期權接納股份期權要約，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、中國燃氣、麥格理資本證券及／或收款代理。

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要約文件載列之條款及申請程序；
- 註銷以閣下名義登記之有關股份期權；
- 保存或更新股份期權持有人名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 確定閣下根據股份期權要約有權享有之權利；
- 自中國燃氣、要約人、麥格理資本證券及／或彼等各自之代理人(如彼等之顧問及收款代理)發佈通訊；
- 編製統計資料及期權持有人資料；
- 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／或收款代理業務之任何其他用途；及
- 有關上文所述及／或確保要約人、麥格理資本證券及／或收款代理能履行彼等對中裕期權持有人及／或監管機構之責任之

任何其他附帶或關連用途及中裕期權持有人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、中國燃氣、麥格理資本證券、中裕及收款代理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：

- 中裕、要約人、中國燃氣及／或其代理或顧問，如財務顧問及收款代理；
- 向中國燃氣、要約人、麥格理資本證券及／或收款代理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；
- 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、中國燃氣、麥格理資本證券及／或收款代理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，閣下可確認中國燃氣、要約人、麥格理資本證券或收款代理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，中國燃氣、要約人、麥格理資本證券及收款代理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，須提交予中國燃氣、要約人、麥格理資本證券及／或收款代理(視情況而定)。

閣下一經簽署本接納及註銷表格即表示同意上述所有條款