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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 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。

WHITE FORM OF ACCEPTANCE AND TRANSFER – FOR USE IF YOU WANT TO ACCEPT THE SHARE OFFER.  
接納及過戶白色表格在閣下欲接納股份要約時適用。

# 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)

### WHITE FORM OF ACCEPTANCE AND TRANSFER OF SHARES OF HK\$0.01 EACH IN THE ISSUED SHARE CAPITAL OF ZHONGYU GAS HOLDINGS LIMITED

中裕燃氣控股有限公司已發行股本中  
每股面值0.01港元之股份之接納及過戶白色表格  
All parts should be completed 每項均須填妥

Receiving Agent

收款代理

Tricor Secretaries Limited,

26th Floor, Tesbury Centre,

28 Queen's Road East,

Wanchai, Hong Kong

香港灣仔

皇后大道東28號

金鐘匯中心26樓

卓佳秘書商務有限公司

FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the Zhongyu Share(s) held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the accompanying Offer Document.  
根據本表格及附奉之要約文件所載條款及條件，下列「轉讓人」現按下列代價，將以下註明之中裕股份轉讓予下列「承讓人」。

Number of Zhongyu Share(s) <sup>(Note)</sup> 中裕股份數目 <sup>(附註)</sup>	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票號碼		
TRANSFEROR(S) name(s) and address 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：	First name(s): 名字：
	Address: 地址：	Telephone number: 電話號碼：
CONSIDERATION 代價	HK\$0.1743 in cash and 0.1512 new China Gas Share for each Zhongyu Share 每股中裕股份現金0.1743港元及0.1512股新中國燃氣股份	
TRANSFEREE 承讓人	Name: 名稱：Rich Legend International Limited Correspondence address: 通訊地址：16/F, AXA Centre, 151 Gloucester Road, Wanchai, Hong Kong Occupation: 職業：Corporation 法團	
SIGNED by the parties to this transfer, this _____ day of _____ 2010 由轉讓雙方於二零一零年 _____ 月 _____ 日簽署		

PLEASE

DO NOT

DATE

請勿填寫日期

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

ALL JOINT  
REGISTERED  
HOLDERS  
MUST  
SIGN HERE  
所有聯名登記  
持有人必須簽署

Signature(s) of Transferor(s)  
轉讓人簽署

#### 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

For and on behalf of 代表

Rich Legend International Limited

Authorised Signatory(ies)

授權簽署

Signature(s) of Transferee 承讓人簽署

Note: Insert the total number of Zhongyu Shares for which the Share Offer is accepted. If no number is specified or if the total number of Zhongyu Shares specified in this form is greater than the Zhongyu Shares tendered, as supported by the Zhongyu Share certificate(s), transfer receipt(s) and/or any other documents of title (and/or any satisfactory indemnity or indemnities required in respect thereof), you are deemed to have accepted the Share Offer in respect of the Zhongyu Shares as shall be equal to the number of the Zhongyu Shares tendered by you, as supported by the relevant Zhongyu Share certificate(s), transfer receipt(s) and/or any other documents of title (and/or any satisfactory indemnity or indemnities required in respect thereof). If the number specified in this form is smaller than the Zhongyu Shares tendered, as supported by the relevant Zhongyu Share certificate(s), transfer receipt(s) and/or any other documents of title (and/or any satisfactory indemnity or indemnities required in respect thereof), you are deemed to have accepted the Share Offer in respect of the Zhongyu Shares as shall be equal to the number of the Zhongyu Shares specified in this form.

附註：請填上接納股份要約之中裕股份總數。倘此表格上並無填上數目或所填寫之中裕股份總數多於所提交之中裕股份(以中裕股票、過戶收據及/或任何其他所有權文件(及/或就此規定之任何令人信納之必要彌償保證)為證)，則閣下將被視為已按相等於閣下所提交之中裕股份數目(以有關中裕股票、過戶收據及/或任何其他所有權文件(及/或就此規定之任何令人信納之必要彌償保證)為證)接納股份要約。倘此表格上所填寫之數目少於所提交之中裕股份數目(以有關中裕股票、過戶收據及/或任何其他所有權文件(及/或就此規定之任何令人信納之必要彌償保證)為證)，則閣下將被視為已按相等於此表格上所填寫之中裕股份數目接納股份要約。

\* For identification purpose only  
僅供識別

**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 Zhongyu Shares, you should at once hand this form of acceptance and transfer and the accompanying Offer 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 Share 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 Share Offer in the relevant jurisdictions and observe any applicable regulatory or legal requirements. It is your responsibility if you wish to accept the 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 Offer Document. The defined terms under the section "Definitions" in and the provisions of Appendix I to the Offer Document are incorporated into and form part of this form of acceptance and transfer.

To accept the Share Offer made by MCSL on behalf of the Offeror, you should complete and sign this form of acceptance and transfer and forward this form, together with the relevant Zhongyu 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 Zhongyu Shares which is/are in your name which you intend to accept the Share Offer, by post or by hand, marked "Share Offer" on the envelope, to the Receiving Agent, Tricor Secretaries Limited of 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong as soon as practicable, but in any event so as to reach the Receiving Agent no later than 4:00 p.m. on 14 June 2010 (or such later time and/or date as the Offeror may determine and announce with the consent of the Executive).

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

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

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 Share Offer made by MCSL on behalf of the Offeror, as contained in the Offer Document, for the consideration and subject to the terms and conditions therein and herein mentioned, in respect of the number of Zhongyu Shares specified in this form of acceptance and transfer or, if no number is specified or if the total number of Zhongyu Shares specified in this form is greater than the Zhongyu Shares tendered, as supported by the Zhongyu Share certificate(s), transfer receipt(s) and/or any other documents of title (and/or any satisfactory indemnity or indemnities required in respect thereof). I am/we are deemed to have accepted the Share Offer in respect of the Zhongyu Shares as shall be equal to the number of the Zhongyu Shares tendered by me/us, as supported by the relevant Zhongyu Share certificate(s), transfer receipt(s) and/or any other documents of title (and/or any satisfactory indemnity or indemnities required in respect thereof); and if the number specified in this form is smaller than the Zhongyu Shares tendered, as supported by the relevant Zhongyu Share certificate(s), transfer receipt(s) and/or any other documents of title (and/or any satisfactory indemnity or indemnities required in respect thereof), I am/we are deemed to have accepted the Share Offer in respect of the Zhongyu Shares as shall be equal to the number of the Zhongyu Shares specified in this form;

(b) my/our irrevocable instruction and authority to the Offeror, MCSL, the Receiving Agent and/or their respective agent(s) to send a cheque crossed "Not negotiable – account payee only" drawn in my/our favour and the share certificate(s) for the China Gas Share for the consideration to which I/we shall have become entitled under the terms of the Share Offer after deducting all sellers' ad valorem stamp duty payable by me/us in connection with my/our acceptance of the 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 Zhongyu Shareholders) at the registered address shown in the register of Zhongyu Shareholders as soon as possible but in any event within 10 days of the later of the date on which the Offers become or are declared unconditional in all respects and the date of receipt of this completed form and all the relevant documents (which should be received no later than 4:00 p.m. on the closing date or such later time and date as determined and announced by the Offeror with the consent of the Executive) by the Receiving Agent from me accepting the Share Offer;  
*(Insert name and address of the person to whom the cheque and the share certificate for the China Gas Share(s) is to be sent if different from the registered Zhongyu Shareholder or the first-named of joint registered Zhongyu Shareholders.)*

Name: (in block capitals) \_\_\_\_\_

Address: (in block capitals) \_\_\_\_\_

(c) my/our irrevocable instruction and authority to the Offeror, MCSL 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 Zhongyu Share(s) to be sold by me/us under the 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, MCSL or such person or persons as they may direct to complete, amend and execute any document on my/our behalf 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 Zhongyu Share(s) tendered for acceptance of the 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 Zhongyu Share(s) tendered for acceptance under the Share Offer to the Offeror or such person or persons as it may direct free from all third party rights, liens, charges, equities, adverse interests and encumbrances whatsoever and together with all rights attaching thereto as at the date of the Offer Document or subsequently becoming attached to them, including the right to receive all dividends (whether final or interim) and other distributions, if any, declared, made or paid on or after the date of the Offer Document;

(f) my/our 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;

(g) my/our irrevocable instruction and authority to the Offeror, MCSL or their respective agent(s) to collect from Zhongyu or the Receiving Agent on my/our behalf the Zhongyu 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 Receiving Agent and to authorise and instruct the Receiving Agent to hold such Zhongyu Share certificate(s) subject to the terms and conditions of the Share Offer as if it/they were Zhongyu Share certificate(s) delivered to the Receiving Agent together with this form of acceptance and transfer; and

(h) my/our appointment of the Offeror and/or MCSL as my/our attorney in respect of all the Zhongyu 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 Share Offer becomes unconditional in all respects and thereafter be irrevocable.

2. I/We understand that acceptance of the Share Offer by me/us will constitute a warranty by me/us to the Offeror and MCSL that (i) the number of Zhongyu Share(s) specified in this form of acceptance and transfer will be sold free from all third party rights, liens, charges, equities, adverse interests and encumbrances whatsoever and together with all rights attaching thereto as at the date of the Offer Document or subsequently becoming attached to them, including the right to receive all dividends (whether final or interim) and other distributions, if any, declared, paid or made on or after the date of the Offer Document; 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 Zhongyu, the Offeror or MCSL or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Share Offer or my/our acceptance thereof, and am/are permitted under all applicable laws to receive and accept the 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 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 Zhongyu 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 Zhongyu Shareholders) at the registered address shown in the register of Zhongyu Shareholders.

*Note Where you have sent one or more transfer receipt(s) and in the meantime the relevant Zhongyu Share certificate(s) has/have been collected by the Offeror, MCSL or their respective agent(s) from the Receiving Agent on your behalf, you will be sent such Zhongyu Share certificate(s) in lieu of the transfer receipt(s).*

4. I/We enclose the relevant Zhongyu 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 Zhongyu Share(s) which are to be held by you on the terms and conditions of the Share Offer. I/We understand that no acknowledgement of receipt of any form(s) of acceptance and transfer, Zhongyu 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 Zhongyu 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 Zhongyu Shares I/we hold, to the Offeror by way of acceptance of the Share Offer.

6. I/We warrant to the Offeror and MCSL that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of Zhongyu Shareholders in connection with my/our acceptance of the 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 MCSL 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 Zhongyu Shareholders in connection with my/our acceptance of the Share Offer.

8. I/We acknowledge that, save as expressly provided in the Offer 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 Zhongyu Shares sold to the Offeror by way of the 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 MCSL (so as to bind my/our successors and assigns) that in respect of the Zhongyu Shares which are accepted or deemed to have been accepted under the 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 Zhongyu 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 Zhongyu Shareholder (including any relevant Zhongyu Share certificate(s) and/or any other document(s) of title issued as a result of conversion of such Zhongyu Shares into certificated form) to the Offeror at 16/F, AXA Centre, 151 Gloucester Road, Wanchai, 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 Zhongyu on my/our behalf and/or to attend and/or to execute a form of proxy in respect of such Zhongyu Shares appointing any person nominated by the Offeror to attend such general meeting (or any adjournment thereof) and to exercise the votes attaching to such Zhongyu 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 Zhongyu, I/we hereby expressly revoke such appointment.

11. The Offeror reserves the right to treat as valid any acceptance of the Share Offer which is not entirely in order or which is not accompanied by the relevant Zhongyu 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 consideration due will not be despatched until the relevant Zhongyu 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 Receiving Agent. **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中裕股份售出或轉讓，應立即將本接納及過戶表格連同隨附之要約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。

向居住於香港以外司法權區之若干人士提出股份要約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公民或居民或國民，應記緊就股份要約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。閣下如欲接納股份要約，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。

#### 本表格填寫方法

本接納及過戶表格應與要約文件一併閱覽。要約文件「釋義」一節所界定之詞彙及附錄一之條文納入本接納及過戶表格之一部分。

閣下如欲接納麥格理資本證券代表要約人提出之股份要約，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中裕股份接納股份要約之中裕股份數目之相關中裕股票及/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)為證，以相對於閣下所提出之中裕股份總數多於所提出之中裕股份數目(以相關中裕股票、過戶收據及/或其他所有權文件(及/或就此任何令人信納之必要彌償保證)為證)，則本人/吾等將被視為就相等於本人/吾等所提出之中裕股份數目(以相關中裕股票、過戶收據及/或其他所有權文件(及/或就此任何令人信納之必要彌償保證)為證)，倘本表格所填寫之中裕股份數目少於所提出之中裕股份數目(以相關中裕股票、過戶收據及/或其他所有權文件(及/或就此任何令人信納之必要彌償保證)為證)，則本人/吾等將被視為就相等於本表格所填寫之中裕股份數目之中裕股份數目接納股份要約；

#### 股份要約之接納及過戶白色表格

致：要約人、中國燃氣、麥格理資本證券及中裕

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/吾等按要約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中裕股份數目不可撤回地接納要約文件所載由麥格理資本證券代表要約人提出之股份要約；或倘本表格並無填上數目或所填寫之中裕股份總數多於所提出之中裕股份數目(以相關中裕股票、過戶收據及/或其他所有權文件(及/或就此任何令人信納之必要彌償保證)為證)，則本人/吾等將被視為就相等於本人/吾等所提出之中裕股份數目(以相關中裕股票、過戶收據及/或其他所有權文件(及/或就此任何令人信納之必要彌償保證)為證)接納股份要約。倘本表格所填寫之中裕股份數目少於所提出之中裕股份數目(以相關中裕股票、過戶收據及/或其他所有權文件(及/或就此任何令人信納之必要彌償保證)為證)，則本人/吾等將被視為就相等於本表格所填寫之中裕股份數目之中裕股份數目接納股份要約；
- (b) 本人/吾等不可撤回地指示並授權要約人、麥格理資本證券、收款代理及/或彼等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/吾等劃開出之支票，以及本人/吾等根據股份要約條款應得之中國燃氣股票(已扣除本人/吾等就本人/吾等接納股份要約應付之所有賣方印花稅)儘快郵寄至下文所列人士及地址(如未有如下欄填上姓名及地址，則按中裕股東名冊所列之登記地址郵寄予本人或(倘屬聯名登記中裕股東)吾等中排名首位者)，惟無論如何須於要約在各方面成為或被宣佈為無條件之日及收款代理自本人收到已填妥之本表格及所有相關文件(最遲須於截止日期下午四時正或要約人獲得執行人員同意後可能決定及公佈之較後時間及日期前收到有關文件)接納股份要約之日兩者之較後日期10天內，郵誤風險概由本人/吾等承擔；

(倘收取支票及中國燃氣股票之人士並非登記中裕股東或排名首位之聯名登記中裕股東，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) \_\_\_\_\_

- (c) 本人/吾等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/吾等製備及簽立香港法例第119(1)條規定本人/吾等作為根據股份要約出售中裕股份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；
- (d) 本人/吾等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/吾等填妥、修訂及簽署任何文件，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/吾等提交接納股份要約之中裕股份轉歸要約人或其可能指示之人士所有；
- (e) 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/吾等根據股份要約提交接納之中裕股份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第三方權利、留置權、押記、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(包括收取於要約文件日期或之後派發、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；
- (f) 本人/吾等同意追認要約人、麥格理資本證券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；
- (g) 本人/吾等不可撤回地指示並授權要約人、麥格理資本證券或彼等各自之代理，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)，憑此向中裕或收款代理領取本人/吾等就中裕股份應獲發之股票，並將有關中裕股票送交收款代理，且授權及指示收款代理根據股份要約之條款及條件持有相關中裕股票，猶如相關中裕股票已連同本接納及過戶表格一併送交收款代理，及
- (h) 本人/吾等委任要約人及/或麥格理資本證券為本人/吾等就本接納及過戶表格有關之全部中裕股份之委任代理人，該授權書於股份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。

2. 本人/吾等明白本人/吾等接納股份要約將構成本人/吾等向要約人及麥格理資本證券保證，(i)本接納及過戶表格所列將予出售之中裕股份數目概不附帶一切任何性質之第三方權利、留置權、抵押權、衡平權、不利權益及產權負擔，並附帶於要約文件日期或其後所附一切權利，包括收取所有於要約文件日期或其後派發、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之法律、取得一切必要之政府、外匯管制或其他方面之許可、遵守所有必需之法律手續或法律規定，以及繳付任何人士應付之任何轉讓或其他稅項，且並無採取或遺漏採取任何行動致使中裕、要約人或麥格理資本證券或任何其他人士就股份要約或本人/吾等之接納行動違反任何司法權區之法律或規管規定，以及獲所有適用法律之許可收取及接納股份要約(或其任何修訂)，而根據所有適用法律，有關接納乃屬有效及具約束力。

3. 倘按股份要約之條款本人/吾等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/吾等授權並懇請閣下或將本人之中裕股票及/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，則送到中裕股東名冊所示之本人或(倘屬聯名登記中裕股東)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、麥格理資本證券或彼等各自之代理人已代表閣下從收款代理領取有關中裕股票，則發還予閣下者將為該等中裕股票而非過戶收據。

4. 本人/吾等茲將本人/吾等持有之全部或部分中裕股份之有關中裕股票及/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)，由閣下按股份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、中裕股票及/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/吾等亦了解所有文件寄出後一切郵誤風險概由本人/吾等承擔。

5. 本人/吾等保證，本人/吾等乃就本接納及過戶表格所列明之中裕股份數目之登記持有人及本人/吾等有十足權利、權力及授權以接納股份要約之方式，向要約人出售及移交本人/吾等持有之中裕股份之所有權及擁有權。

6. 本人/吾等向要約人及麥格理資本證券保證，本人/吾等已遵守在中裕股東名冊上列示本人/吾等地址所在司法權區關於本人/吾等接納股份要約方面之法律，包括獲得任何必要之政府、外匯管制或其他方面之同意，以及遵守必需之手續、監管或法律規定。

7. 本人/吾等向要約人及麥格理資本證券保證，本人/吾等須就支付中裕股東名冊上列示本人/吾等地址所在司法權區關於本人/吾等接納股份要約方面應付之任何轉讓或註銷費用或其他稅項及徵費承擔全部責任。

8. 本人/吾等知悉，除要約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/吾等以股份要約方式向要約人出售之中裕股份將以要約人或其代名人義登記。

10. 本人/吾等謹此向要約人及麥格理資本證券不可撤回地承諾、聲明、保證及同意(本人/吾等之承繼人及承讓人亦受此約束)根據股份要約就被接納或已被視為接納(且尚未被有效撤回)之中裕股份，以及尚未登記於要約人或其可能指示人士名下之中裕股份，作出以下各項：

- (a) 本人/吾等授權中裕及/或其代理人，將可能須向本人/吾等(作為中裕股東)寄發之任何通告、通函、保證書或其他文件或通訊(包括因該等中裕股份轉換為證書形式而簽發之任何有關中裕股票及/或其他所有權文件)寄予要約人，地址為香港灣仔告士打道151號國衛中心16樓；
- (b) 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中裕股東大會之同意書及/或出席及/或就該等中裕股份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)及代表本人/吾等行使該等中裕股份附帶之投票權，而上述投票將以要約人全權決定之方式進行；及
- (c) 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，以出席中裕股東大會或在會上投票，本人/吾等謹此有關撤回有關委任。

11. 要約人保留視任何尚未填妥或無隨附有關中裕股票及/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)之股份要約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，直至收款代理已收到有關中裕股票及/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，除非已完全遵守收購守則第30.2條之規定，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, MCSL, China Gas 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 Offer in respect of your Zhongyu Share(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 transfers of the Zhongyu Share(s) out of your name;
- maintaining or updating the relevant register of holders of the Zhongyu Share(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- establishing your entitlements under the Share 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 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 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 Shareholders and/or regulators and any other purpose to which the Zhongyu 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, 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, China Gas, the Offeror 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 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於約人、麥格理資本證券、中國燃氣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

如欲就閣下之中裕股份接納股份要約，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；
- 登記以閣下名義轉讓之中裕股份；
- 保存或更新中裕股份持有人名冊；
- 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股東及／或監管機構之責任之任何其

他附帶或關連用途及中裕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、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、中國燃氣、要約人及／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過戶表格即表示同意上述所有條款**