

Unless the context otherwise requires, terms used in this form have the same meanings as defined in the offer document dated 14th September, 2005 issued by Sun Hung Kai International Limited ("SHK") for and on behalf of Island New Finance Limited (the "Offer Document").
除文義另有所指外，本表格內的用語，與新鴻基國際有限公司（「新鴻基」）代表Island New Finance Limited於二零零五年九月十四日刊發的收購建議文件（「收購建議文件」）內對該等用語所作的定義，具有相同涵義。



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)
(於香港註冊成立的有限公司)

(Stock Code : 145)
(股份代號 : 145)

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 (THE "COMPANY")

香港建屋貸款有限公司（「本公司」）已發行股本中
每股面值港幣1.00元股份的接納及過戶表格

To be completed in all respects 每項均須填寫

G/F., Bank of East Asia Harbour View Centre,
56 Gloucester Road, Wanchai,
Hong Kong
香港
灣仔告士打道56號
東亞銀行
港灣中心地下

Share Registrar:
Tengis Limited

股份過戶登記處：
登捷時有限公司

FOR THE CONSIDERATION stated below the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the shares of HK\$1.00 each in the issued share capital of the Company (the "Shares") specified below subject to the terms and conditions contained herein and in the accompanying Offer Document.
以下「轉讓人」現根據本表格及隨附的收購建議文件所載的條款及條件，按下列代價，將以下註明的本公司已發行股本中每股面值港幣1.00元的股份（「股份」）轉讓予下述「承讓人」。

Insert the total number of Shares for which the Offer is accepted. If no number is inserted or a number in excess of your registered holding of Shares is inserted, you will be deemed to have accepted the Offer in respect of your entire registered holding of Shares.

請填上接納收購建議的股份總數。如無詳列數目或所填上的數目為超過閣下登記持有的股份，則閣下將被視作就名下全部登記持有的股份接納收購建議。

Number of Shares 股份數目	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票號碼		
TRANSFER FROM Transferor(s) names(s) and address(es) in full 轉讓人 全名及地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK CAPITAL) (請用打字機打上或用正楷填寫)	Surname(s)/Company Name(s) 姓氏/公司名稱	Other Name(s) 名字
	Registered address(es) 登記地址	
		Telephone number 電話號碼
CONSIDERATION 代價	HK\$1.0933 in cash for each Share 每股股份現金港幣1.0933元	
TRANSFER TO TRANSFEEE 轉讓予承讓人	Name Correspondence Address 名稱 通訊地址	Island New Finance Limited c/o 21st Allied Kajima Building 138 Gloucester Road, Wanchai, Hong Kong 轉交香港灣仔告士打道138號聯合鹿島大廈21樓 Corporation 公司
	Occupation 職業	
PLEASE DO NOT DATE 請勿填寫日期		
SIGNED by the parties to this transfer, this _____ day of _____ 2005 轉讓雙方簽署日期：二零零五年_____月_____日		

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 and Address 姓名及地址

Occupation 職業

Signature(s) of Transferor(s)
轉讓人簽署

DO NOT COMPLETE 請勿填寫本欄

ALL JOINT
HOLDERS
MUST SIGN
HERE

所有聯名持有
人均須於本欄
個別簽署

Do not complete 請勿填寫本欄

Signed by or on behalf of the Transferee in the presence of:

代表承讓人在下列見證人見證下簽署：

SIGNATURE OF WITNESS 見證人簽署

Address 地址

Occupation 職業

For and on behalf of 代表
Island New Finance Limited

Signature of Transferee or its duly authorised agent(s)
承讓人或其正式獲授權代表簽署

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, bank manager, solicitor, professional accountant or other professional adviser.

If you have sold or transferred all your shares of HK\$1.00 each (the "Shares") in The Hong Kong Building and Loan Agency Limited (the "Company"), you should at once hand this form of acceptance and transfer and the accompanying Offer Document to the purchaser or transferee, or to the licensed securities dealer, bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser or transferee.

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 and observe any applicable 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 or other consent which may be required or the compliance with other necessary formalities and the payment of any transfer or other taxes due in respect of such jurisdiction.

This form should be read in conjunction with the Offer Document.

HOW TO COMPLETE THIS FORM

Shareholders are advised to read the Offer Document before completing this form. To accept the mandatory cash offer made by Sun Hung Kai International Limited ("SHK") for and on behalf of Island New Finance Limited (the "Offeror") to acquire your Shares at a cash consideration of HK\$1.0933 per Share (the "Offer"), you should complete and sign the form of acceptance and transfer overleaf and forward this entire form, together with the relevant Share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), for the whole of your holding of Shares or, if applicable, for not less than the number of Shares in respect of which you propose to accept the Offer, by post or by hand, marked "HKBLA Offer" to the share registrar of the Company, Tengis Limited (the "Receiving Agent") at G/F, Bank of East Asia Harbour View Centre, 56 Gloucester Road, Wanchai, Hong Kong as soon as possible, but in any event to reach the Receiving Agent by not later than 4:00 p.m. on Wednesday, 12th October, 2005 or such later time and/or date as the Offeror shall determine and announce. The provisions of Appendix I to the Offer Document which are applicable to the Offer for the Offer Shares are incorporated into and form part of this form.

FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE OFFER

To: The Offeror and SHK

1. My/Our execution of the form of acceptance and transfer overleaf (whether or not such form is dated) which shall be binding on my/our successors and assignees shall constitute:

- (a) my/our acceptance of the Offer made by SHK for and 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 Shares specified in the form of acceptance and transfer or, if no such number is specified or a greater number is specified than I/we am/are registered as the holder(s), in respect of all such Shares as to which I/we am/are registered as the holder(s);
- (b) my/our irrevocable instructions and authority to the Offeror and/or SHK and/or their respective agent(s) to collect from the Receiving Agent 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 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 Share certificate(s) on and subject to the terms and conditions of the Offer, as if it/they was/were Share certificate(s) delivered to the Receiving Agent together with this form of acceptance and transfer;
- (c) my/our irrevocable instructions and authority to the Offeror and/or SHK and for the Receiving Agent 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 (less seller's ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Offer) by post at my/our risk to the person named at 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 Company:

(Note: 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 capital)

Address:

- (d) my/our irrevocable instructions and authority to the Offeror and/or SHK and/or such person or persons as the Offeror and/or SHK 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 seller(s) of the Shares 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 the form of acceptance and transfer in accordance with the provisions of that Ordinance;
- (e) my/our irrevocable instructions and authority to the Offeror and/or SHK and/or such person or persons as the Offeror and/or SHK may direct to complete, amend and execute any document on my/our behalf in connection with my/our acceptance of the Offer including, but without limitation to insert a date in the 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 the 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 and/or such person or persons as it may direct my/our Shares;
- (f) my/our undertaking to execute such further said documents and to do such acts and things by way of further assurance as may be necessary or desirable to transfer my/our said Shares to the Offeror, or such person or persons as it may direct free from all third party rights, liens, claims, charges, equities and encumbrances and together with all rights attaching thereto, including the right to receive all dividends, and/or other distributions, made or paid on the Shares on or after 6th July, 2005; and
- (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror or SHK or its agent(s) or such person or persons as it may direct on the exercise of any rights contained herein.

2. 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 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 any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), together with this form duly cancelled, by post at my/our risk to the person named in paragraph 1(c) 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 Company.

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 the Offeror and/or SHK or its agent(s) from the Receiving Agent or the Company on your behalf, you will be sent such Share certificate(s) in lieu of the transfer receipt(s).

- 3. I/We enclose 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 in respect thereof) for the whole/part of my/our holding of Shares which are to be held by you on the terms and conditions of the Offer. I/We understand that no acknowledgment of receipt of any form of acceptance and transfer, Share certificate(s) and/or any other document(s) of title will be given.
- 4. I/We hereby warrant and represent to you that, I/we am/are the registered Shareholder(s) of the number of Shares specified in this form and I/we have the full right, power and authority to sell and pass the title and ownership of such Shares to the Offeror by way of acceptance of the Offer free from all third party rights, liens, claims, charges, equities and encumbrances and together with all rights attaching to them, including the right to receive all dividends and distributions, if any, declared, paid or made on or after 6th July, 2005.
- 5. I/We acknowledge that, save as expressly provided in the Offer Document, all the acceptances, instructions, authorities and undertakings hereby given shall be irrevocable.

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的行動有任何疑問，應諮詢持牌證券商、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已將名下的香港建屋貸款有限公司（「本公司」）每股面值港幣1.00元的股份（「股份」）全部售出或轉讓，應立即將本接納及過戶表格及附隨的收購建議文件送交買主或其他承讓人，或經手買賣或轉讓的持牌證券商、銀行、股票經紀或其他代理商，以便轉交買主或承讓人。

向居於香港以外司法權區的若干人士提出收購建議時，或會受有關司法權區的法律影響。如閣下是香港以外司法權區的公民或居民或國民，應知悉並遵從任何適用的法律規定。閣下如欲接納收購建議，則閣下有責任全面遵行相關司法權區的有關法律，包括取得有關司法權區下規定的任何政府或其他同意書，或履行其他必須手續，以及支付有關司法權區的到期應付的任何轉讓或其他稅款。

本表格須與收購建議文件同時審閱。

填寫本表格的方法

務請股東細閱收購建議文件，然後才填寫本表格。新鴻基國際有限公司（「新鴻基」）現為及代表Island New Finance Limited（「收購人」）提出以現金代價每股股份港幣1.0933元收購閣下的股份的強制現金收購建議（「收購建議」）。閣下如欲接納收購建議，應填妥及簽署背頁的接納及過戶表格，然後將本表格整份連同有關閣下持有的全部股份或（如適用）不少於閣下擬接納收購建議的股份數目的有關股票及／或過戶收據及／或任何其他擁有權文件（及／或其所需的適當賠償保證）放入信封面註有「建屋貸款收購建議」字樣的信封內，盡早寄抵或送達本公司的股份過戶登記處登捷時有限公司（「接收代理」），地址為香港灣仔告士打道56號東亞銀行港灣中心地下，惟無論如何最遲須於二零零五年十月十二日（星期三）下午四時正前或由收購人決定及公佈的其他較後時間及／或日期送達接收代理。收購建議文件附錄一中，適用於收購股份的收購建議的條文，將納入並組成本表格的一部份。

收購建議的接納及過戶表格

致：收購人及新鴻基

- 本人／吾等簽署背頁的接納及過戶表格（無論該表格是否已註明日期）使本人／吾等的繼任人及承人將受該表格約束，亦即表示：
 - 本人／吾等接納由新鴻基為及代表收購人提出並載於收購建議文件的收購建議，以上述代價並按該文件及本表格所載條款及條件接納及過戶表格中所註明的股份數目；如未有註明股份數目或所註明的股份數目較本人／吾等名下登記持有的股份數目為高者，則表示接納收購本人／吾等名下登記持有的全部該等股份數目；
 - 本人／吾等不可撤回地指示及授權收購人及／或新鴻基及／或彼等各自的代理人代表本人／吾等根據及憑出示經本人／吾等正式簽署的隨附過戶收據及／或其他擁有權文件（如有）（及／或其所需的適當賠償保證），向接收代理領取本人／吾等應獲發行有關股份的股票，並將有關股票送交接收代理，且授權及指示接收代理根據收購建議的條款及條件，並在其規限下持有該等股票，猶如該等股票已連同本接納及過戶表格一併送交接收代理；
 - 本人／吾等不可撤回地指示及授權收購人及／或新鴻基及接收代理及／或彼等各自的代理人就本人／吾等根據收購建議的條款應得的現金代價在扣除本人／吾等須就接納收購建議而支付的一切賣方從價印花稅後，以「不得轉讓—只准入抬頭人賬戶」方式並以本人／吾等為受款人開出劃線支票，然後寄予下列地址的人士（或如無於下欄填上姓名及地址，則按本公司股東名冊所示的登記地址寄予本人或（如屬聯名登記股東）吾等中排名首位的人士），郵誤風險概由本人／吾等承擔：
（附註：如應收取支票的人士並非登記股東或排名首位的聯名登記股東，則請在本欄填上應收取支票人士的姓名及地址）
姓名：（請用正楷填寫）.....
地址：.....
 - 本人／吾等不可撤回地指示及授權收購人及／或新鴻基及／或由收購人及／或新鴻基可能就指定的人士代表本人／吾等以根據收購建議出售股份的賣方身份，訂立及簽署香港法例第117章印花稅條例第19(1)條所規定須訂立及簽署的成交單據，並按該條例的規定繳付印花稅及安排批註接納及過戶表格；
 - 本人／吾等不可撤回地指示及授權收購人及／或新鴻基及／或由收購人及／或新鴻基可能指定的人士代表本人／吾等填妥、修改及簽署有關本人／吾等接納收購建議的任何文件，包括（但不限於）在接納及過戶表格上填上日期、或如本人／吾等或其他人士已填上日期，則刪去該日期，然後另行填上日期，以及填上、刪去、修改或以其他名稱代替在接納及過戶表格上的承讓人以及採取任何其他必須或適當的行動，藉此將本人／吾等的股份轉歸收購人或其可能指定的人士所有；
 - 本人／吾等承諾在必須或適當時進一步簽署文件及辦理其他手續及事項，以進一步確保本人／吾等轉讓予收購人或其可能指定人士的股份概不附帶任何第三者權利、留置權、索償、抵押、衡平權及產權負擔，並確保享有股份附帶的一切權利，包括有權收取該等股份在二零零五年七月六日或其後所作出或派付的一切股息及／或其他分派；及
 - 本人／吾等同意追認由收購人或新鴻基或其代理人或其可能指定的人士在行使本表格所載的任何權力時所辦理或進行的各項及一切手續或事項。
- 倘根據收購建議的條款本人／吾等的接納乃屬無效或被視作無效，則上文第1段所載的一切指示、授權及承諾均告終止，而在該等情況下，本人／吾等授權並懇請閣下將本人／吾等的股票及／或過戶收據及／或任何其他擁有權文件（及／或其所需的適當賠償保證），連同已正式註銷的本表格一併寄回上文第1(c)段所列的人士，如無填上姓名及地址，則按本公司股東名冊所示的登記地址寄回本人或（如屬聯名登記股東）吾等中排名首位的人士，郵誤風險概由本人／吾等承擔。
附註：倘閣下交回一份或多份過戶收據，而同時收購人及／或新鴻基或其代理人已代表閣下向接收代理或本公司領取有關股票，則只會寄此等股票而非過戶收據予閣下。
- 本人／吾等茲附上本人／吾等持有的全部／部份股份的有關股票及／或過戶收據及／或任何其他擁有權文件（及／或其所需的適當賠償保證），由閣下按收購建議的條款及條件持有。本人／吾等明白不會獲發任何接納及過戶表格、股票及／或任何其他擁有權文件的收訖通知。
- 本人／吾等在此向閣下保證及聲明，本人／吾等為本表格內列明的股份數目的註冊股東，本人／吾等具有全面的權利、權力及授權以接納收購建議的方式，出售及將該等股份的所有權及擁有權轉移予收購人，並不附帶所有的第三者權利、留置權、申索、押記、股權及產權負擔連同隨附的一切權利，包括收取所有於二零零五年七月六日或之後宣派、支付或作出的股息及分派（如有）的權利。
- 本人／吾等明瞭，除收購建議文件特別指明者外，所有就此作出之接納、指示、授權及承諾一經作出則不可撤回。

PERSONAL DATA

Personal information collection statement

The main provisions of the Personal Data (Privacy) Ordinance (the "Ordinance") came into effect in Hong Kong on 20th December, 1996. This Personal Information Collection Statement informs Shareholders, as the data subject, of the policies and practices of the Offeror and SHK in relation to personal data and the Ordinance.

1. Reasons for the collection of your personal data

From time to time it is necessary for Shareholders to supply their latest correct personal data to the Offeror and/or SHK in relation to the Offer for the Offer Shares.

Failure to supply the requested data may result in delay or inability of the Offeror and/or SHK to comply with the Offer terms. It is important that Shareholders must inform the Offeror and SHK immediately of any inaccuracies in the data supplied.

2. Purpose

Your personal data may be used, held and/or stored (by whatever means) for the following purposes:

- processing of your application and verification of compliance with the terms and application procedures set out in this form and the Offer Document;
- conducting or assisting to conduct signature verifications, any verification or exchange of information;
- establishing benefit entitlements of the independent Shareholders;
- distributing communications from the Offeror and/or SHK;
- making disclosure as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims on entitlements; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or SHK to discharge their obligations to Shareholders and/or regulators and any other purposes to which Shareholders may from time to time agree.

3. Transfer of personal data

Personal data held by the Offeror and/or SHK relating to you will be kept confidential but the Offeror and/or SHK may, to the extent necessary for achieving the above purposes 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) your personal data to, from or with any and all of the following persons and entities:

- the Offeror or any of its appointed agents such as financial advisers, receiving bankers and registrars;
- any agents, contractors or third-party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or SHK in connection with the operation of their business;
- the Stock Exchange, the SFC and any other regulatory or government bodies; and
- any other persons or institutions with which you have or propose to have dealings, such as your bankers, solicitors, accountants or stockbrokers, etc.

By signing this form, you agree to all of the above.

4. Access to and correction of personal data

The Ordinance provides Shareholders with rights to ascertain whether the Offeror and/or SHK hold their personal data, to obtain a copy of such data, and to correct any personal data that is inaccurate.

In accordance with the Ordinance, the Offeror and/or SHK have the right to charge a reasonable fee for the processing of any data access requests. All requests for access to or correction of personal data or for information regarding policies and practices and kinds of data held should be addressed to the Offeror and/or SHK.

By signing this form, you agree to all of the above.

個人資料

個人資料收集聲明

個人資料(私隱)條例(「條例」)中的主要條文已於一九九六年十二月二十日在香港生效,此份個人資料收集聲明是向各股東(資料所涉及者)說明收購人及新鴻基就個人資料及條例而制訂的政策及實際應用條文。

1. 收集閣下個人資料的原因

各股東須不時向收購人及/或新鴻基就收購股份的收購建議提供最新準確個人資料。

若未能提供所需資料,會導致收購人及/或新鴻基遵從收購建議的條款時受到延誤或無法進行。各股東所提供的資料如有任何不正確,必須即時知會收購人及新鴻基。

2. 資料用途

閣下的個人資料可被採用及以任何方式持有及/或保存,以作下列用途:

- 處理閣下的認購申請及核實是否遵守本表格及收購建議文件所列的條款及申請手續;
- 核對或協助核對簽名或作任何核對或交換資料;
- 確立獨立股東的利益配額;
- 派發收購人及/或新鴻基通訊;
- 遵照法例、規則或規例的要求作出披露(不論是否法定);
- 披露有關資料以便作權利索償;及
- 與上述有關的任何其他附帶或相關目的及/或令收購人及/或新鴻基履行彼等對各股東及/或監管機構的責任及各股東不時同意的任何其他目的。

3. 向他人提供個人資料

收購人及/或新鴻基會把閣下的資料保密,但收購人及/或新鴻基可能會作出彼等認為必要的查詢以確定個人資料的準確性,以便資料可用作上述任何用途,尤其可能會將閣下的個人資料向或自下列任何或所有人士及實體披露、獲取或提供有關資料(不論在香港或外地):

- 收購人或其委任的任何代理人,例如財務顧問、收款銀行及過戶登記處;
- 任何向收購人及/或新鴻基提供與其業務運作有關的行政、電訊、電腦、付款或其他服務的代理人、承包商或第三者服務供應商;
- 聯交所、證監會及任何其他監管或政府機關;及
- 與閣下有業務往來或擬有業務往來的任何其他人士或機構,例如銀行、律師、會計師或股票經紀等。

簽署本表格後,即表示閣下同意上述各項。

4. 查閱及更正個人資料

條例賦予各股東權利審查收購人及/或新鴻基是否持有其個人資料,並有權索取資料副本及更正任何不正確的個人資料。

依據條例,收購人及/或新鴻基有權就處理任何查閱資料的要求收取合理費用。所有關於查閱或更正個人資料或關於資料政策及實際應用及資料類別的要求,應向收購人及/或新鴻基提出。

簽署本表格後,即表示閣下同意上述各項。