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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粉紅色購股權要約接納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，並明確表示概不對因本粉紅色購股權要約接納表格全部或任何部份內容而產生或因倚賴該等內容而引致之任何損失承擔任何責任。

**PINK FORM OF ACCEPTANCE AND CANCELLATION FOR USE IF YOU WANT TO ACCEPT THE OPTION OFFER.**

閣下如欲接納購股權要約，請使用本粉紅色接納及註銷表格。

Unless the context otherwise requires, all words and expressions used in this PINK Form of Option Offer Acceptance shall bear same meanings as defined in the composite offer and response document dated 6 June 2014 (the "Composite Document") jointly issued by Reignwood International Holdings Company Limited and Ares Asia Limited.

除文義另有所指外，本粉紅色購股權要約接納表格所用詞彙與 Reignwood International Holdings Company Limited 與安域亞洲有限公司於二零一四年六月六日聯合刊發的綜合要約及回應文件（「綜合文件」）時所界定者具有相同涵義。



**ARES ASIA LIMITED**  
**安域亞洲有限公司**  
(Incorporated in Bermuda with limited liability)  
(於百慕達註冊成立的有限公司)  
(Stock Code: 645)  
(股份代號: 645)

**PINK FORM OF ACCEPTANCE AND CANCELLATION OF OPTIONS ISSUED BY ARES ASIA LIMITED**  
**安域亞洲有限公司所發行購股權的粉紅色接納及註銷表格**

To be completed in full 每項均須填寫

To: The Offeror, Bridge Partners and Ares Asia Limited  
C/O Ares Asia Limited  
Unit 1602, 16/F, LHT Tower, 31 Queen's Road Central, Central, Hong Kong  
致: 要約人、寶橋融資及安域亞洲有限公司  
經安域亞洲有限公司  
香港中環皇后大道中31號陸海通大廈16樓1602室

FOR THE CONSIDERATION stated below, the Optionholder named below hereby accepts the Option Offer and agrees to the surrender for cancellation the number of Option(s) specified below, upon and subject to the terms and conditions contained herein and in the accompanying Composite Document.

下述購股權持有人謹此按下列代價接納購股權要約並同意交回下列數目的購股權以供註銷，惟須遵守本表格及隨附之綜合文件內之條款及條件。

Number of Option(s) at the exercise price of HK\$0.63 per Share surrendered for cancellation 交回供註銷之行使價每股股份0.63港元之購股權數目	FIGURES 數目	
	WORDS 大寫	
Details of Optionholder 購股權持有人資料	Family name 姓氏	Forename 名字
	Address 地址	
	Telephone number 電話號碼	
Consideration 代價	HK\$0.07 for Option at the exercise price of HK\$0.63 per Share 就每份行使價每股股份0.63港元之購股權而言，為0.07港元	

Dated this day \_\_\_\_\_ of \_\_\_\_\_ 2014

日期：二零一四年 \_\_\_\_\_ 月 \_\_\_\_\_ 日

Signed by the Optionholder in the presence of:  
購股權持有人在下列見證人見證下簽署：

Name of Witness  
見證人姓名

Signature of Witness  
見證人簽署

Address of Witness  
見證人地址

Occupation of Witness  
見證人職業

Signature of the Optionholder  
購股權持有人簽署

## PERSONAL DATA

### Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of the Offeror, Bridge Partners and the Company in relation to personal data and Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Ordinance").

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

To accept the Option Offer for your Options(s), you must provide the personal data requested. Failure to supply the requested data may result in the processing of your acceptance being rejected or delayed. It may also prevent or delay the despatch of the consideration to which you are entitled to under the Option Offer. It is important that you should inform the Offeror and/or Bridge Partners and/or the Company immediately of any inaccuracies in the data supplied.

#### 2. Purposes

The personal data which you provide on this PINK Form of Option Offer Acceptance and transfer may be used, held and/or stored (by whatever means) for the following purposes:

- processing of your acceptance and verification of compliance with the terms and application procedures set out in this PINK Form of Option Offer Acceptance and the Composite Document;
- registering the cancellation of the Options under your name;
- maintaining or updating the relevant register of holder(s) of the 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 the Offeror and/or Bridge Partners, and/or the Company or their respective agents;
- establishing benefit entitlements of the Optionholder;
- 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, Bridge Partners or the Company; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or Bridge Partners and/or the Company to discharge their obligations to the Optionholder and/or regulators and any other purposes to which the Optionholder may from time by time agree to or be informed of.

#### 3. Transfer of personal data

The personal data provided in this PINK Form of Option Offer Acceptance will be kept confidential but the Offeror and/or Bridge Partners and/or the Company 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, Bridge Partners, the Company and/or agent(s), officers and advisers;
- any agents, contractors or third party service providers who Option Offer administrative, telecommunications, computer, payment or other services to the Offeror and/or Bridge Partners and/or the Company, 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 bankers, solicitors, accountants or licensed securities dealers; and
- any other persons or institutions whom the Offeror, Bridge Partners, the Company considers to be necessary or desirable in the circumstances.

#### 4. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror and/or Bridge Partners and/or the Company hold(s) your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Ordinance, the Offeror and/or Bridge Partners and/or the Company have the right to charge a reasonable fee for the processing of any data access requests. 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 and/or Bridge Partners and/or the Company (as the case may be).

**BY SIGNING THIS PINK FORM OF OPTION OFFER ACCEPTANCE AND TRANSFER, YOU AGREE TO ALL OF THE ABOVE.**

## 個人資料

### 收集個人資料聲明

本收集個人資料聲明旨在知會閣下有關於約人、寶橋融資及本公司有關個人資料及香港法例第486章個人資料(私隱)條例(「該條例」)的政策及慣例。

#### 1. 收集閣下個人資料的原因

如閣下欲就閣下之購股權而接納購股權要約，閣下須提供所需之個人資料。倘閣下未能提供所需資料，則可能導致閣下的接納不獲受理或有所延誤。這亦有可能妨礙或延遲寄發閣下根據購股權要約應得之代價。如所提供的資料有任何不準確，閣下須即時知會要約人、寶橋融資及/或本公司。

#### 2. 用途

閣下於本接納及註銷表格提供的個人資料可能會就下列用途加以運用、持有及/或以任何方式保存：

- 處理閣下的接納及核實遵循本接納及註銷表格及綜合文件載列的條款及申請手續；
- 登記以閣下名義的購股權註銷；
- 保存或更新有關購股權持有人的登記冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 確定閣下根據購股權要約有權取得的配額；
- 自要約人及/或寶橋融資或彼等各自的代理人接收所發佈的通訊；
- 編製統計代碼資料及股東簡歷；
- 按法例、規則或規例(無論法定或非法定者)作出披露；
- 披露有關資料以便索償或享有權益；
- 有關要約人、寶橋融資或本公司業務的任何其他用途；及
- 有關上文所述任何其他臨時或關連用途及/或以便要約人及/或寶橋融資及/或本公司履行彼等對股東及/或監管機構的責任及股東不時同意或知悉的其他用途。

#### 3. 轉交個人資料

本接納及註銷表格提供的個人資料將作為機密資料妥為保存，惟要約人及/或寶橋融資及/或本公司為達致上述或其中任何用途，可能作出其認為必需的有關查詢，以確認個人資料的準確性，尤其可向或自下列任何及所有人士及實體披露、獲取或轉交(無論在香港境內外)該等個人資料：

- 要約人、寶橋融資及、本公司及/或代理及顧問；
- 向要約人及/或寶橋融資及/或本公司就其業務經營提供行政、電訊、電腦、付款或其他服務的任何代理、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的任何其他人士或機構，例如往來銀行、律師、會計師或持牌證券交易商；及
- 要約人、寶橋融資或本公司認為必需或適當情況下的任何其他人士或機構。

#### 4. 存取及更正個人資料

根據該條例的規定，閣下可確認要約人及/或寶橋融資及/或本公司是否持有閣下的個人資料，並獲取該資料副本，以及更正任何不正確資料。根據該條例的規定，要約人及/或寶橋融資及/或本公司可就獲取任何資料的要求收取合理手續費。存取資料或更正資料或獲取有關政策及慣例之資料，以及所持資料類別的所有要求，須提交要約人及/或寶橋融資及/或本公司(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。**

**THIS PINK FORM OF OPTION OFFER ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.**

**If you are in any doubt as to any aspect of this PINK Form of Option Offer Acceptance 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.**

Bridge Partners is making the Option Offer for and on behalf of the Offeror. The making of the Option Offer to the Optionholders having registered addresses outside of Hong Kong may be affected by the laws of the relevant jurisdictions. If you are an overseas Optionholder, you should inform yourself about and observe all applicable legal and regulatory requirements. If you wish to accept the Option Offer, it is your responsibility to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdictions in connection therewith, including but not limited to the obtaining of all governmental, exchange control or other consents and any registration or filing which may be required and the compliance with all necessary formalities, regulatory and/or legal requirements. You will also be fully responsible for the payment of any such transfer or other taxes and duties due by you in respect of the acceptance of the Option Offer. The Offeror, Bridge Partners, the Company, any of their respective directors and professional advisors and all persons involved in the Option Offer and any of their respective agents shall be entitled to be fully indemnified and held harmless by you for any taxes and duties as you may be required to pay. Acceptance of the Option Offer by you will constitute a warranty by you to the Offeror, Bridge Partners and the Company that you have observed and are permitted under all applicable laws and regulations to receive and accept the Option Offer, and any revision thereof, and that you have obtained all requisite governmental, exchange control or other consents and have made all requisite registration and filing in compliance with all necessary formalities and regulatory or legal requirements and have paid all transfer or other taxes and duties or other required payments due from you in connection with such acceptance in any relevant jurisdiction, and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations. You are recommended to seek professional advice on deciding whether or not to accept the Option Offer.

This PINK Form of Option Offer Acceptance should be read in conjunction with the accompanying Composite Document.

**HOW TO COMPLETE THIS PINK FORM OF OPTION OFFER ACCEPTANCE**

The Option Offer is unconditional. The Optionholder is advised to read the Composite Document before completing this PINK Form of Option Offer Acceptance. To accept the Option Offer made by Bridge Partners for and on behalf of the Offeror to cancel your Options, you should complete and sign this PINK Form of Option Offer Acceptance overleaf and forward this entire form, together with the relevant certificate(s) of the Options (if applicable) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), for the whole or in respect of part of your holding of Options or if applicable, for not less than the number of Options in respect of which you intend to accept the Option Offer, by post or by hand, marked "Ares Asia Option Offer" on the envelope to **Ares Asia Limited, Unit 1602, 16/F, LHT Tower, 31 Queen's Road Central, Central, Hong Kong no later than 4:00 p.m. on 27 June 2014 (Friday) (Hong Kong time) or such later time(s) and/or date(s) as the Offeror may determine and announce in accordance with the Takeovers Code.** The provisions of Appendix I to the Composite Document are incorporated into and form part of this PINK Form of Option Offer Acceptance.

**PINK FORM OF OPTION OFFER ACCEPTANCE IN RESPECT OF THE OPTION OFFER**

**To: The Offeror and Bridge Partners**

1. My execution of this PINK Form of Option Offer Acceptance shall be binding on my successors and assignees, and shall constitute:
  - (a) my irrevocable acceptance of the Option Offer made by Bridge Partners for and on behalf of the Offeror, as contained in the Composite Document, for the consideration and on and subject to the terms and conditions therein and herein mentioned, in respect of the number of Options specified in this PINK Form of Option Offer Acceptance or, if a greater number is specified than I am registered as the Optionholder thereof, in respect of all such Options as to which I am registered as the Optionholder;
  - (b) my irrevocable instruction and authority to each of the Offeror, Bridge Partners and/or their respective agent(s) to send a cheque crossed "Not negotiable — account payee only" drawn in my favour for the cash consideration to which I shall have become entitled to under the terms of the Option Offer, by ordinary post at my own risk to the office of the Company in Hong Kong at Unit 1602, 16/F, LHT Tower, 31 Queen's Road Central, Central, Hong Kong for collection within seven Business Days of the receipt of all the relevant documents by the Company to render the acceptance under the Option Offer complete and valid;
  - (c) 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 Option(s) surrendered for cancellation under the Option Offer; and
  - (d) my agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Bridge Partners and/or the Company and/or their respective agent(s) or such person or persons as any of them may direct on the exercise of any rights contained herein.
2. I understand that acceptance of the Option Offer by me will be deemed to constitute a warranty by me to the Offeror, Bridge Partners and the Company that (i) the number of Options specified in this PINK Form of Option Offer Acceptance or, if a greater number is specified than I am registered as the Optionholder thereof, in respect of all such Options as to which I am registered as the Optionholder, is/are hereby surrendered and renounced free from all Encumbrances and together with all rights attaching to them as at the Closing Date; and (ii) I have not taken or omitted to take any action which will or may result in the Offeror, Bridge Partners, the Company or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Option Offer, and I am permitted under all applicable laws and regulations to receive and accept the Option Offer, and any revision thereof, and such acceptance is valid and binding in accordance with all applicable laws and regulations.
3. In the event that my acceptance is not valid in accordance with the terms of the Option Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease, in which event I authorise and request you to return to me this PINK Form of Option Offer Acceptance duly cancelled, together with the relevant certificate(s) of the Options (if applicable), by ordinary post at my own risk to the person at the address of the office of the Company stated in paragraph 1(b) above.
4. I enclose the relevant certificate(s) of the Options (if applicable) for the whole/part of my holding of Options which are surrendered for cancellation on the terms and conditions of the Option Offer. I understand that no acknowledgement of receipt of any PINK Form of Option Offer Acceptance and/or certificate(s) of the Options (if applicable) will be given. I further understand that all documents will be sent by ordinary post at my own risk.
5. I warrant and represent to the Offeror, Bridge Partners and the Company that I am the registered holder of the number of Options specified in this PINK Form of Option Offer Acceptance and I have the full right, power and authority to surrender the Options for cancellation by way of acceptance of the Option Offer.
6. I warrant to the Offeror, Bridge Partners and the Company that I have observed and am permitted under all applicable laws and regulations where my address is located as set out in the register of holders of the Options of the Company to accept the Option Offer, and any revision thereof; and that I have obtained all requisite governmental, exchange control or other consents and made all registration or filing required in compliance with all necessary formalities, regulatory and/or legal requirements; and that I have paid all issue, transfer or other taxes and duties or other required payments due from me in connection with such acceptance; and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations.
7. I warrant to the Offeror, Bridge Partners and the Company that I shall be fully responsible for payment of any transfer or other taxes and duties payable by me in connection with my acceptance of the Option Offer.
8. I acknowledge that, save as expressly provided in the Composite Document and this PINK Form of Option Offer Acceptance, all the acceptance, instructions, authorisation and undertakings hereby given shall be irrevocable.
9. I understand that no acknowledgement of cancellation of any Option will be given.

本粉紅色購股權要約接納表格乃重要文件，閣下須即時處理。

閣下如對本粉紅色購股權要約接納表格的任何方面或應採取的行動有任何疑問，應諮詢閣下之持牌證券交易商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

寶橋融資正代表要約人提出購股權要約。向註冊地址位於香港境外之購股權持有人提出購股權要約或會受到有關司法管轄區之法例影響。倘閣下為海外購股權持有人，閣下應自行了解及遵守所有適用法律及監管規定。閣下如欲接納購股權要約，須自行信納全面遵守有關司法管轄區之相關法律及法規，包括但不限於獲得一切所需之政府、外匯管制或其他同意及登記或存檔，並遵守一切所需手續、監管及／或法律規定。閣下將須就接納購股權要約之任何有關轉讓費或其他稅項及徵費負責。要約人、寶橋融資、本公司、彼等各自之董事及專業顧問及任何涉及購股權要約之人士以及任何彼等各自之代理人均有權獲全面彌償保證及毋須就閣下可能須付之任何稅項及徵費承擔任何責任。閣下接納購股權要約，即構成閣下向要約人、寶橋融資及本公司保證其已遵守所有適用法律及法規以及根據所有適用法律及法規獲允許接收及接納購股權要約及其任何修訂，而閣下已根據一切必要手續及遵守監管或法律規定取得一切所需之政府、外匯管制或其他同意及辦妥所需之登記及存檔，並已支付閣下於相關司法管轄區接納而應付之所有轉讓費或其他稅項及徵費或其他所需款項，而有關於接納將根據一切適用法律及法規屬有效及具約束力。閣下決定是否接納或不接納購股權要約應諮詢專業意見。

本粉紅色購股權要約接納表格應與隨表格附上之綜合文件一併閱讀。

### 本粉紅色購股權要約接納表格之填寫方法

購股權要約為無條件。購股權持有人於填寫本粉紅色購股權要約接納表格前，務請先閱讀綜合文件。閣下如欲接納寶橋融資代表要約人所作的購股權要約，註銷閣下的購股權，應填妥並簽署本粉紅色購股權要約接納表格背頁，並將整份表格，連同就閣下所持之所有或部份購股權(如適用)不少於閣下擬接納購股權要約的購股權數目的有關證書(如適用)及／或其他權證文件(及／或任何就此所需之一份或多份令人信納之任何彌償保證書)一併以郵寄或專人送交方式(信封註明「安域亞洲購股權要約」)，送抵安域亞洲有限公司，地址為香港中環皇后大道中31號陸海通大廈16樓1602室，惟無論如何不得遲於二零一四年六月二十七日(星期五)(香港時間)下午四時正，或要約人根據收購守則所釐定及公佈之較後時間及／或日期。綜合文件附錄一之條文已載入並構成本粉紅色購股權要約接納表格之一部份。

### 購股權要約之粉紅色購股權要約接納表格

#### 致：要約人及寶橋融資

- 本人簽署本粉紅色購股權要約接納表格將對本人的繼承人及承讓人有約束力，即表示：
  - 本人不可撤回地接納由寶橋融資代表要約人提出並載於綜合文件的購股權要約以收取代價，按綜合文件及本表格所載有關條款及條件收購本粉紅色購股權要約接納表格上所填購股權數目，如指定購股權數目較本人以購股權持有人名義登記的購股權數目為多，則接納收購本人以購股權持有人名義登記持有的全部購股權；
  - 本人不可撤回地指示並授權要約人、寶橋融資及／或彼等各自的代理，將本人根據購股權要約的條款應得的現金代價以「不得轉讓—只准入抬頭人賬戶」方式開出劃線支票，並於購股權要約結算代理接獲一切有關文件致使購股權要約項下之接納為完整及有效之日(以較遲者為準)起計七個營業日內，以平郵方式寄至本公司在香港的辦事處(香港中環皇后大道中31號陸海通大廈16樓1602室)以供領取，郵誤風險概由本人自行承擔；
  - 本人承諾於必要或適當時簽署其他文件並辦理有關手續，以註銷本人就接納購股權要約而交回之購股權；及
  - 本人同意追認要約人及／或寶橋融資及／或本公司及／或彼等各自的代理或其在本表格所載的任何權利時可能指定的任何人士可能進行或實施的任何行動或事宜。
- 本人明白本人接納購股權要約將被視為構成本人向要約人、寶橋融資及本公司作出保證，(i)表示交回及放棄本粉紅色購股權要約接納表格所列購股權數目(或倘所列的購股權數目高於本人以購股權持有人名義登記的數目，則就本人以購股權持有人名義登記的全部購股權而言)並不附有任何產權負擔，並確保該等購股權可享有於截止日期所附帶的一切權利；及(ii)本人並無採取或不採取任何行動而將引致或可能引致要約人、寶橋融資、本公司或任何其他人士違反任何司法管轄區與購股權要約有關之法律或監管規定，且本人根據所有適用法例及法規獲准收取及接納購股權要約(及其任何修訂)，而根據所有適用法例及法規，該接納為有效及具有約束力。
- 如按購股權要約的條款本人的接納為無效，則上文第1段所載的所有指示、授權及承諾均會終止。在此情況下，本人授權並要求閣下將已正式註銷的本粉紅色購股權要約接納表格連同有關購股權證書(如適用)，以平郵方式寄給在上文第1(b)段所列本公司辦事處地址的有關人士，以交還本人，郵誤風險由本人承擔。
- 本人茲附上本人所持全部／部分購股權之有關購股權證書(如適用)，交回閣下按照購股權要約之條款及條件予以註銷。本人明白將不會就任何粉紅色購股權要約接納表格及／或購股權證書(如適用)獲發收訖通知書。本人亦明白所有文件將以平郵方式寄出，郵誤風險概由本人自行承擔。
- 本人向要約人、寶橋融資及本公司保證及聲明，本人為本粉紅色購股權要約接納表格所列明購股權數目的登記持有人，而本人有充分的權利、權力及授權透過接納購股權要約交回該等購股權以供註銷。
- 本人向要約人、寶橋融資及本公司保證，本人已遵守本人於購股權持有人登記冊所列地址所有適用法律及法規以及根據所有適用法律及法規獲允許接納購股權要約及其任何修訂；而本人已取得任何所需政府、外匯管制或其他方面之同意，及作出所有必要手續或遵守監管及／或法律規定所規定之一切登記或存檔；且本人已支付本人就該接納應付之所有發行費、轉讓費或其他稅項及徵費或其他所需款項；而有關接納將根據一切適用法律及法規屬有效及具約束力。
- 本人向要約人、寶橋融資及本公司保證，本人須就支付關於本人接納購股權要約應付之任何轉讓費或其他稅項及徵費承擔全部責任。
- 本人明白除綜合文件及本粉紅色購股權要約接納表格指明者外，所有特此作出的接納、指示、授權及承諾乃不可撤回。
- 本人明白不會就註銷任何購股權獲發確認通知。