

Unless the context otherwise requires, terms used in this Acceptance Form shall bear the same meanings as those defined in the offer document dated 19 August 2020 issued by Shougang Fushan Resources Group Limited (the "Offer Document").

除文義另有所指外，本接納表格所用詞彙與首鋼福山資源集團有限公司於二零二零年八月十九日刊發之要約文件(「要約文件」)所界定者具有相同涵義。

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 Acceptance 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 Acceptance Form.

香港交易及結算有限公司、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，概不對因本接納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。



# SHOUGANG FUSHAN RESOURCES GROUP LIMITED

## 首鋼福山資源集團有限公司

(Incorporated in Hong Kong with limited liability)

(於香港註冊成立之有限公司)

(Stock Code 股份代號: 639)

### ACCEPTANCE FORM OF CONDITIONAL CASH OFFER BY OCTAL CAPITAL LIMITED ON BEHALF OF SHOUGANG FUSHAN RESOURCES GROUP LIMITED TO BUY-BACK UP TO 250,000,000 SHARES FOR HK\$2.00 PER SHARE

由八方金融有限公司代表  
首鋼福山資源集團有限公司  
提出以每股2.00港元之價格回購最多達250,000,000股股份之  
有條件現金要約之接納表格

Please ONLY complete BOXES 1, 2, 3 and sign BOX 6  
(Please see instructions overleaf)

只須填寫第一、二、三格，並於第六格簽署  
(請參閱背頁之指示)

Registrar: Tricor Tengis Limited  
過戶登記處：卓佳登捷時有限公司

Level 54, Hopewell Centre  
183 Queen's Road East, Hong Kong  
香港皇后大道東183號合和中心54樓

FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the Share(s) specified below or any lesser number subject to the terms and conditions contained herein and in the accompanying Offer Document.

根據本表格及附奉的要約文件所載之條款及條件，下列「轉讓人」現按下列代價，將以下註明之股份或任何較少股份數目轉讓予下列「承讓人」。

BOX 1  
第一格



BOX 2  
第二格



BOX 3  
第三格



BOX 4  
第四格



BOX 5  
第五格



BOX 6  
第六格



BOX 7  
第七格



|  |  |  |
|--|--|--|
| Number of Shares for which the Offer is accepted (Note)<br>接納要約之股份數目(附註)   | Number 數目  | Words 大寫   |
| SHARE CERTIFICATE NUMBER(S)<br>股票號碼  |  |  |
| Transferor(s)<br>name(s) and address(es) in full<br>轉讓人<br>姓名及詳細地址<br>(Either typewritten or written in block capitals)<br>(請用打字機或以正楷填寫) | Surname(s) or company name(s)<br>姓氏或公司名稱                         | Other Name(s)<br>名字  |
|  | Address(es)<br>地址  | Telephone Number<br>電話號碼   |
| CONSIDERATION 代價   | HK\$2.00 per Share to be satisfied by cash<br>每股股份2.00港元(將以現金支付) |  |
| TRANSFEEE<br>承讓人   | Name名稱：<br>Registered Office註冊辦事處：                               | Shougang Fushan Resources Group Limited<br>首鋼福山資源集團有限公司<br>6th Floor, Bank of East Asia Harbour View Centre, 56 Gloucester Road, Wanchai, Hong Kong<br>香港灣仔告士打道56號東亞銀行港灣中心6樓 |

|  |  |
|--|--|
| Signed by or for and on behalf of the Transferor(s) in the presence of:<br>轉讓人或其代表在下列見證人見證下簽署： | ALL JOINT REGISTERED HOLDERS MUST SIGN HERE<br>所有聯名登記持有人均須於本欄簽署            |
| SIGNATURE OF WITNESS 見證人簽署   |  |
| NAME OF WITNESS 見證人姓名  |  |
| Address of witness 見證人地址   | Signature(s) of Transferor(s)/company chop (if applicable) 轉讓人簽署/公司印鑑(如適用) |
| Occupation of witness 見證人職業  | Date of Submission of this Acceptance Form 提交本接納表格日期                       |

|                           |   |   |
|---------------------------|---|---|
| DO NOT COMPLETE<br>請勿填寫本欄 | Signed by or for and on behalf of the Transferee in the presence of:<br>承讓人或其代表在下列見證人見證下簽署： | For and on behalf of 代表   |
|                           | SIGNATURE OF WITNESS 見證人簽署  | Shougang Fushan Resources Group Limited<br>首鋼福山資源集團有限公司                   |
|                           | NAME OF WITNESS 見證人姓名   | Signature(s) of Transferee or its duly authorised agent(s) 承讓人或其正式授權代理人簽署 |
|                           | Address of witness 見證人地址  | Name of Authorised Signatory(ies) 授權簽署人姓名                                 |
|                           | Occupation of witness 見證人職業   | Date of transfer 過戶日期   |

Note: Please insert the total number of Shares for which the Offer is accepted. If no number is inserted or if the total number inserted in the form is greater than the Shares tendered by you, as supported by the Share certificate(s), transfer receipt(s) and/or any other documents of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (the "Title Documents") or a mark other than a legible number (including "✓", "X", "O"), a word or an illegible number or character is inserted, your Acceptance Form will be considered as incomplete and will be returned to you for correction and resubmission. Any corrected Acceptance Form must be resubmitted and received by the Registrar by not later than 4:00 p.m. (Hong Kong time) on Thursday, 17 September 2020 or such later time(s) and/or date(s) as may be announced by the Company in compliance with the Codes and approved by the Executive. If the number of Shares tendered under the Offer by you is smaller than the number of Shares as shown in the Title Documents submitted by you together with the Acceptance Form and/or the Shares tendered under the Offer (the "Arrangement") have not been bought-back by the Company in full, the Title Documents in respect of the balance of such Shares or a replaced certificate therefor will be returned or sent to you by ordinary post at your risk within 7 Business Days after the close of the Offer. Alternatively, if you wish to accept the Offer in respect of only part of your Shares and prefer not to wait until the Title Documents in respect of the balance of such Shares or a replaced certificate therefor are returned per the aforesaid Arrangement, you should arrange for the Title Documents in respect of your Shares to be split through the Registrar before submitting the Acceptance Form such that the number of Shares inserted in the Acceptance Form shall be the same as the number of Shares represented by the Title Documents submitted with such Acceptance Form. In any event, the valid Acceptance Form should be submitted and received by the Registrar by not later than 4:00 p.m. (Hong Kong time) on Thursday, 17 September 2020 or such later time(s) and/or date(s) as may be announced by the Company in compliance with the Codes and approved by the Executive.

附註：請填上接納要約之股份總數。倘並無填上數目或倘表格內填上之總數超過閣下所提交的股份(以股票、過戶收據及/或任何其他所有權文件)及/或任何就此所需之一份或多份令人信納的彌償保證證明(「所有權文件」)或填上難以辨識的符號(包括「✓」、「X」、「O」、詞彙、或難以辨識的數目或字樣，則閣下的接納表格將被視為不完整，並會退回予閣下以作更正及重新提交。任何經更正接納表格必須於二零二零年九月十七日(星期四)下午四時正(香港時間)或本公司根據該等守則可能公佈及執行人員批准之有關較後時間及/或日期前再行提交並送達過戶登記處。倘閣下根據要約提交之股份數目少於閣下連同接納表格提交之所有權文件所示之股份數目及/或根據要約所提交之股份(「安排」)並未獲本公司悉數回購，則有關股份結餘之所有權文件或其替代股票將於要約截止後7個營業日內以普通郵遞方式退回或寄回予閣下，郵誤風險由閣下自行承擔。另外，閣下如欲僅就部分股份接納要約並希望不用等待至根據上述安排之有關股份結餘之所有權文件或其替代股票獲退回，應於遞交接納表格前向過戶登記處安排將分開之有關股份之所有權文件，使於接納表格填上之股份數目與連同有關接納表格提交之所有權文件所代表之股份數目相同。在任何情況下，有效的接納表格應於二零二零年九月十七日(星期四)下午四時正(香港時間)或本公司根據該等守則可能公佈並獲執行人員批准之有關較後時間及/或日期之前遞交及由過戶登記處收訖。

#### Personal Data

##### 3. Transfer of personal data

The personal data provided in this Acceptance Form will be kept confidential but the Company and/or Octal Capital and/or 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 Company, Octal Capital, any of their respective agents, offices and advisers and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Company and/or Octal Capital and/or the Registrar, in connection with the operation of their businesses;
- 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 or licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom the Company and/or Octal Capital and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

##### 4. Retention of Personal Data

The Company, Octal Capital and the Registrar will keep the personal data provided in this form for as long as necessary to fulfil the purposes for which the personal data were collected. Personal data which is no longer required will be destroyed or dealt with in accordance with the Ordinance and other applicable law.

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

The Ordinance provides you with rights to ascertain whether the Company and/or Octal Capital and/or the Registrar 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 Company and/or Octal Capital and/or 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 Company, Octal Capital or the Registrar (as the case may be).

BY SIGNING THIS ACCEPTANCE FORM, YOU AGREE TO ALL OF THE ABOVE.

#### 個人資料

##### 3. 轉交個人資料

本接納表格提供之個人資料將會保密，惟本公司及/或八方金融及/或過戶登記處為達致上述或有關任何上述用途，可能作出彼等認為必需之查詢，以確認個人資料之準確性，尤其是彼等可能向或自下列任何及所有人士及實體披露、獲取或轉交(無論在香港境內或香港境外地區)該等個人資料：

- 本公司、八方金融、彼等各自之代理人、人員及顧問及過戶登記處；
- 為本公司及/或八方金融及/或過戶登記處之業務經營而向彼等提供行政、電訊、電腦、付款或其他服務之任何代理人、承包商或第三方服務供應商；
- 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，例如閣下之銀行、律師、會計師或持牌證券交易商或註冊證券機構；及
- 本公司及/或八方金融及/或過戶登記處於有關情況下認為必需或適當之任何其他人士或機構。

##### 4. 保留個人資料

本公司、八方金融及過戶登記處將按收集個人資料所需用途保留本表格所收集之個人資料。無需保留之個人資料將會根據條例及其他適用法律銷毀或處理。

##### 5. 存取及更正個人資料

條例規定，閣下有權確認本公司及/或八方金融及/或過戶登記處是否有閣下之個人資料，獲取該資料副本，以及更正任何錯誤資料。依據條例，本公司及/或八方金融及/或過戶登記處有權就處理任何資料請求收取合理手續費。獲取資料或更正資料或獲取有關政策及慣例及所持資料類別之資料之所有請求，須提交予本公司、八方金融或過戶登記處(視情況而定)。

閣下簽署本接納表格即表示同意上述所有條款。

#### Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of the Company, Octal Capital and the Registrar and in relation to personal data and the 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 Offer for your Share(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 under the Offer.

##### 2. Purposes

- The personal data which you provide on this Acceptance 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 Acceptance Form and the Offer Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the relevant register of members of the Share(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Company Octal Capital and/or their respective agents, officers and advisers and the Registrar;
- compiling statistical information and Shareholder profiles;
- establishing benefit entitlements of the Shareholders;
- disclosing relevant information to facilitate claims on entitlements;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- any other purpose in connection with the business of the Company, Octal Capital or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Company, Octal Capital and/or the Registrar to discharge their obligations to the Shareholders and/or regulators and other purpose to which the Shareholders may from time to time agree to or be informed of.

#### 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本公司、八方金融及過戶登記處以及有關個人資料及香港法例第486章個人資料(私隱)條例(「條例」)之政策及慣例。

##### 1. 收集閣下個人資料之原因

為就閣下之股份接納要約，閣下須提供所需個人資料，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。這亦可能妨礙或延遲寄發閣下根據要約應得之代價。

##### 2. 用途

- 閣下於本接納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：
- 處理閣下之接納及核實或遵循本接納表格及要約文件載列之條款及申請手續；
- 登記以閣下名義之股份轉讓；
- 保存或更新有關股東名冊；
- 進行或協助進行簽名核實，以及進行任何其他資料核實或交換；
- 日本公司、八方金融、過戶登記處及/或彼等各自之代理人、人員及顧問及過戶登記處發佈通訊；
- 編製統計資料及股東資料；
- 確立股東之權益權利；
- 披露有關資料以方便進行權利申索；
- 按法例、規則或規例規定(無論屬法定或其他規定)作出披露；
- 有關本公司、八方金融或過戶登記處業務之任何其他用途；及
- 有關上文任何其他附帶或關連用途及/或令本公司、八方金融及/或過戶登記處得以履行彼等對股東及/或監管機構之責任及股東可能不時同意或獲悉之任何其他用途。

**THIS ACCEPTANCE FORM IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt as to any aspect of this Acceptance Form or the Offer or as to the action you should take, you should consult a licensed securities dealer or registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser.**

**If you have sold or otherwise transferred all your Shares, you should at once hand this Acceptance Form and the Offer Document to the purchaser(s) or transferee(s) or to the bank, the licensed securities dealer or other agent through whom the sale or transfer was effected for onward transmission to the purchaser(s) or transferee(s).**

Octal Capital is making the Offer on behalf of the Company. The making of the Offer to the Overseas Shareholders may be prohibited or affected by the laws of the relevant jurisdictions. If you are an Overseas Shareholder, you should obtain appropriate legal advice regarding the implications of the Offer in the relevant jurisdictions with a view to observing all applicable legal or regulatory requirements. It is your responsibility if you wish to accept the Offer 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 any governmental, exchange control or other consents which may be required and the compliance with all other necessary formalities or regulatory or legal requirements. You will also be fully responsible for the payment of any transfer or other taxes and duties payable by you in respect of all relevant jurisdictions. The Company, Octal Capital, the Registrar or any of their respective directors or any person involved in the Offer shall be entitled to be fully indemnified and held harmless by you for any taxes as you may be required to pay. Acceptance of the Offer by you will constitute a warranty by you that you are permitted under all applicable laws to receive and accept the Offer, and any revision thereof, and such acceptance shall be valid and binding in accordance with all applicable laws.

The provisions set out herein form part of the terms and conditions of the Offer and this Acceptance Form should be read in conjunction with the Offer Document.

**WARNING: You should read carefully the instructions before completing this Acceptance Form.**

**NO ACCEPTANCES RECEIVED ARE ENTITLED TO BE WITHDRAWN EXCEPT IN ACCORDANCE WITH RULE 19.2 OF THE TAKEOVERS CODE.**

#### HOW TO COMPLETE THIS ACCEPTANCE FORM

To accept the Offer made by Octal Capital on behalf of the Company, you should complete and sign this Acceptance Form overleaf and forward this entire Acceptance Form, together with the relevant Title Documents, for not less than the number of Shares in respect of which you wish to accept the Offer, by post or by hand, to the Registrar, Tricor Tengis Limited, at Level 54, Hopewell Centre, 183 Queen's Road East, Hong Kong, in an envelope marked "Shougang Fushan Resources Group Limited – 2020 Buy-back Offer" as soon as possible but in any event so as to reach the Registrar by not later than 4:00 p.m. (Hong Kong time) on 17 September 2020 (Thursday) (or such later time and/or date as the Company may decide and announce, subject to the Codes). Should any Qualifying Shareholder require any assistance in completing this Acceptance Form or have any queries regarding the procedures for tendering and settlement or any other similar aspect of the Offer, he/she may contact the Registrar on its telephone hotline at (852) 2980 1333 during the period from 19 August 2020 (Wednesday) to the last date for submission of acceptances in respect of the Offer (which is expected to be 17 September 2020 (Thursday) (both days inclusive) between 9:00 a.m. and 4:00 p.m. (Hong Kong time) from Mondays to Fridays (excluding Hong Kong public holidays).

#### ACCEPTANCE FORM IN RESPECT OF THE OFFER

**To: Octal Capital, the Company and the Registrar**

- My/Our execution of the Acceptance Form overleaf (whether or not such form is dated and which shall be binding on my/our personal representatives, heirs, successors and assigns) shall constitute:
  - my/our irrevocable acceptance of the Offer made by Octal Capital on behalf of the Company and contained in the Offer Document on and subject to the terms therein and herein mentioned, in respect of the number of Shares specified in the Acceptance Form;
  - my/our instruction and authority to the Company and/or Octal Capital or their respective agent(s) to collect from the Company or the Registrar 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) (if any), 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 share certificate(s) subject to the terms of the Offer, as if it were/they were share certificate(s) delivered to them together with this Acceptance Form;
  - my/our instruction and authority to the Company or its agent(s) or the Registrar (as applicable) 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 Offer (and/or, as applicable, balancing share certificate(s) (the balancing share certificate will be sent/returned in jumbo form unless the Registrar is otherwise duly informed in writing in advance)) by ordinary post at my/our risk or in favour of the person named below or, if no name and address is stated below, to the first-named Accepting Shareholder at the registered address shown in the register of members of the Company;  
*(Insert here the name and address of the person to whom the cheque and other documents are to be sent if different from the registered Accepting Shareholder or the first-named of the joint registered Accepting Shareholders.)*  
**Name: (in block capitals) \_\_\_\_\_**  
**Address: \_\_\_\_\_**
- I/We understand that acceptance of the Offer by me/us will constitute a warranty by me/us to the Company and Octal Capital that the number of Share(s) specified in this Acceptance Form are fully paid and will be sold free from all liens, charges, encumbrances, equitable interests, rights of pre-emption or other third party rights of any nature and together with all rights attaching thereto on or after the date of the Announcement (including the right to all dividends (if any) declared on or after the date of the Announcement as referred to in the Offer Document).
- In the event that my/our acceptance is treated as invalid in accordance with the terms of the Offer, I/We authorise and request you to return to me/us my/our Title Documents, together with this Acceptance Form duly cancelled, by ordinary post at my/our own risk to the person named above or, if no name and address is stated, to me or the first-named of us (in the case of joint registered Accepting Shareholders) at the registered address referred to above.  
*Note: Where the Accepting Shareholders have sent one or more transfer receipt(s) and in the meantime the relevant share certificate(s) has/have been collected by the Company or its agent(s) from the Registrar on the Accepting Shareholders' behalf, you will be sent such share certificate(s) in lieu of the transfer receipt(s).*
- I/We enclose the relevant Title Documents in respect of the ownership of the whole/part of my/our holding of Shares which are to be held by you on the terms of the Offer. I/We understand that no acknowledgement of receipt of any Acceptance Form or Title Documents will be given. I/We further understand that all documents will be sent by ordinary post at my/our own risk. I/We further understand that if the number of Shares tendered under the Offer by me/us is smaller than the number of Shares as shown in the Title Documents submitted by me/us together with the Acceptance Form and/or the Shares tendered under the Offer have not been bought-back by the Company in full, the Title Documents in respect of the balance of such Shares or a replaced certificate therefor will be returned or sent to me/us by ordinary post at my/our risk within 7 Business Days after the close of the Offer.
- I/We warrant that I/we have the full right, power and authority to tender, transfer, assign, sell and pass the title and ownership of my/our Shares to the Company by way of acceptance of the Offer.
- I/We warrant to the Company, Octal Capital, the Registrar and any of their respective directors and any person involved in the Offer that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of members of the Company in connection with my/our acceptance of the Offer, including the obtaining of any governmental, exchange control or other consent and any registration or filing which may be required in compliance with all necessary formalities, legal or regulatory requirements.
- I/We warrant to the Company, Octal Capital, the Registrar and any of their respective directors and any person involved in the Offer that I/we shall be fully responsible for payment of any transfer or other taxes or duties payable by me/us in respect of the jurisdiction where my/our address is located as set out in the Register.
- I/We acknowledge that, save as expressly provided in the Offer Document and this Acceptance Form, all acceptance, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.

**本接納表格為重要文件，請即處理。 閣下如對本接納表格或要約的任何方面或 閣下就此應採取之行動有任何疑問，應諮詢持牌證券交易商或註冊證券商、銀行經理、律師、專業會計師或其他專業顧問。**

**閣下如已將名下股份全部售出或以其他方式轉讓，應立即將本接納表格及要約文件送交買主或承讓人，或經手買賣或轉讓之銀行、持牌證券交易商或其他代理商，以便此後轉交買主或承讓人。**

八方金融正代表本公司提出要約。向海外股東提出要約或會受到有關司法管轄區之法例禁止或影響。倘 閣下為海外股東， 閣下應就要約於有關司法管轄區之影響尋求適當法律意見，以遵守任何適用法律或監管規定。任何海外股東如欲接納要約，須自行完全遵守有關司法管轄區之法例及規例，包括(但不限於)獲得任何所需政府、外匯管制或其他方面之同意，並辦理其他所需手續或遵行所有其他所需之監管或法律規定。 閣下亦須完全負責任何過戶費用或其他稅項及有關司法管轄區徵收而應付之稅款。本公司、八方金融、過戶登記處或彼等各自之任何董事或參與要約之任何人士有權就 閣下可能需要繳付之任何稅項獲全數賠償及毋須為此承擔任何責任。 閣下提交要約之接納書，將構成 閣下保證， 閣下根據一切適用法例獲准接受及接納要約及任何有關修訂，而此接納表格根據所有適用法例為有效及具約束力。

本接納表格所載之條文構成要約之條款及條件之一部分，而本接納表格應連同要約文件一併閱讀。

**警告：** 閣下於填寫本接納表格前，務請細閱有關指示。

**除非根據收購守則第19.2條，否則所有已交回之接納表格一概不得撤回。**

#### 填寫本接納表格之辦法

閣下如接納由八方金融代表本公司提出之要約，應填妥及簽署背頁之本接納表格，然後將本接納表格整份連同不少於 閣下願意接納要約之有關股份數目之有關所有權文件，盡快以郵遞方式或專人交回，而無論如何必須於二零二零年九月十七日(星期四)下午四時正(香港時間)之前(或本公司可能決定及宣佈之有關較後時間及/或日期，惟須受該等守則所規限)送達過戶登記處—卓佳登捷時有限公司，地址為香港皇后大道東183號合和中心54樓，信封註明「首鋼福山資源集團有限公司—2020回購要約」，方為有效。倘任何合資格股東於填寫本接納表格時需要任何協助或對要約之提交及交付手續或任何其他類似方面有任何疑問，可由二零二零年八月十九日(星期三)起至交回接納表格之最後日期(預期為二零二零年九月十七日(星期四)(包括首尾兩天)止期間內，逢星期一至星期五(香港公眾假期除外)上午九時正至下午四時正(香港時間)，聯絡過戶登記處，熱線電話號碼為(852) 2980 1333。

#### 要約之接納表格

**致： 八方金融、 貴公司及過戶登記處**

- 本人/吾等簽署背頁之接納表格(無論此表格有否填寫日期，本人/吾等之個人代表、遺產繼承人、繼任人及承讓人將受此約束)，即表示：
    - 本人/吾等以不可撤回方式接納八方金融代表 貴公司提出並載於要約文件內之要約，按該文件及本接納表格所載之有關條款，願意接納本接納表格所填寫之股份數目；
    - 本人/吾等指示並授權 貴公司及/或八方金融或彼等各自之代理人，代表本人/吾等憑內附本人/吾等已正式簽署之過戶收據(如有)，向 貴公司或過戶登記處領取本人/吾等應獲發股份之股票，並將有關股票送交過戶登記處，及授權並指示由過戶登記處按要約之條款保存該等股票，猶如該(等)股票已經連同本接納表格一併送交過戶登記處；
    - 本人/吾等指示並授權 貴公司或其代理人或過戶登記處(倘適用)，以郵遞方式將本人/吾等按要約之條款應得之代價，以「不得轉讓—只准入抬頭人賬戶」劃線開出之支票及/或(倘適用)餘額股票(除非過戶登記處事先獲正式書面通知，否則任何餘額股票將以一張股票形式寄發/退回)，按下列姓名及地址，以普通郵遞方式寄予所列人士(如未有列明姓名及地址者，則按 貴公司股東名冊所示登記地址寄予名列首位之接納要約之股東)，郵誤風險概由本人/吾等承擔；  
*(倘若收取支票及其他文件之人士及地址並非登記接納要約之股東或名列首位聯名登記接納要約之股東之登記姓名及地址，則請在本欄填上應收取支票及其他文件之人士之姓名及地址。)*  
**姓名：(請用正楷填寫) \_\_\_\_\_**  
**地址： \_\_\_\_\_**
  - 本人/吾等指示並授權 貴公司、過戶登記處或其可能指定之人士，代表本人/吾等根據要約，以出售股份之賣方的身分，作出及簽署根據香港法例第117章印花稅條例第19(1)條(倘適用)指定須作出及簽署之合約票據及任何其他文件(包括過戶文據)，並按該條(倘適用)條文繳付印花稅及安排批註接納表格(或過戶文據(如屬必須))；
  - 本人/吾等指示並授權 貴公司、過戶登記處或其可能就此指定之人士，代表本人/吾等填妥及簽署要約文件或任何文件(包括但不限於任何合併股份過戶表格)，包括但不限於在接納表格或(如適用)在過戶表格填上日期，或如本人/吾等或任何其他人士已填上日期，則刪去該日期並填上另一日期，以及採取任何必要或適宜之行動，使本人/吾等之股份可出售予 貴公司；
  - 本人/吾等指示並授權 貴公司、過戶登記處或其可能就此指示之人士，填上將會由 貴公司回購之股份數目，或倘本人/吾等或任何其他人士已填上數目，則刪去該數目並填上另一數目，惟該數目不得超過已填上或視作已填上之數目；及填上有關股票號碼，或倘本人/吾等或任何其他人士填上之號碼不正確，則刪去該號碼，並填上正確號碼；及
  - 本人/吾等承諾於 貴公司認為必要、適當或適宜時就本人/吾等接納要約簽署任何其他文件、採取進一步行動及提供任何進一步保證，包括但不限於 貴公司就本人/吾等已接納或視作已接納要約完成要約，且股份並不附帶任何留置權、押記、產權負擔、衡平權、優先購買權或其他任何性質之第三方權利，以及連同於該公告日期或之後附帶之所有權利(包括享有要約文件所述於該公告日期或之後所宣派之所有股息(如有)之權利)及/或履行接納表格或要約文件列明之任何授權。
- 本人/吾等明白本人/吾等接納要約將構成本人/吾等向 貴公司及八方金融保證本接納表格所列獲悉數支付及將予出售之股份數目概不附帶任何留置權、抵押、產權負擔、衡平權、優先購買權或任何性質之其他第三方權利，連同所出售之股份於公告日期當日或之後所附帶之一切權利(包括要約文件所述於該公告日期當日或之後可能宣派之任何股息之權利(如有))。
- 倘按要約之條款，本人/吾等之接納被視為無效，本人/吾等授權並要求 閣下將本人/吾等之所有權文件，連同已正式註銷之本接納表格，一併寄予上列人士，如未有列明姓名及地址，則按上述股東名冊所示登記地址，以普通郵遞方式寄予本人或(如為聯名登記接納要約之股東)名列首位之持有人，郵誤風險概由本人/吾等承擔。

**附註：** 倘若接納要約之股東已寄出一份或以上過戶收據，而於此同時，本公司或其代理人亦已代接納要約之股東向過戶登記處領取有關股票，則發還 閣下者將為該等股票，而非原來之過戶收據。

- 本人/吾等茲附上本人/吾等持有之全部/部分股份之所有權文件，由 閣下根據要約之條款予以保存。本人/吾等明白將不會就任何接納表格或所有權文件獲發收訖通知書。本人/吾等亦明白所有文件將以普通郵遞方式寄出，郵誤風險概由本人/吾等自行承擔。本人/吾等明白倘本人/吾等根據要約提交之股份數目少於本人/吾等連同接納表格提交之所有權文件所示之股份數目及/或根據要約所提交之股份並未獲本公司悉數回購，則有關股份結餘之所有權文件或其替代股票將於要約截止後7個營業日內以普通郵遞方式退回或寄回予 閣下，郵誤風險由本人/吾等自行承擔。
- 本人/吾等保證，本人/吾等有十足權利、權力及授權以接納要約之方式，向 貴公司提交、轉讓、出讓、出售及移交本人/吾等之股份之所有權及擁有權。
- 本人/吾等向 貴公司、八方金融、過戶登記處及彼等各自之任何董事及參與要約之任何人士保證，本人/吾等已符合本人/吾等於本公司股東登記名冊所列地址所處司法管轄區有關本人/吾等接納要約之法規規定，包括取得任何政府、外匯管制或其他同意，以及辦理一切必需之正式手續及遵行其他所需之法律或監管規定而辦理任何登記或存檔事宜。
- 本人/吾等向 貴公司、八方金融、過戶登記處及彼等各自之任何董事及參與要約之任何人士保證，本人/吾等將就支付任何過戶費用或其他稅項或本人/吾等於股東名冊所載司法管轄區徵收而應付之稅款承擔全部責任。
- 本人/吾等知悉，除要約文件及本接納表格清楚規定之外，所有就此作出之接納、指示、授權及承諾均為不可撤回及無條件。