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FORM OF OFFER ACCEPTANCE FOR USE IF YOU WANT TO ACCEPT THE OFFER.

本要約接納表格在閣下欲接納要約時使用。

All words and expressions defined in the composite offer and response document dated 30 August 2019 (the "Composite Document") jointly issued by KEE Holdings Company Limited and China Sun Corporation, Central Eagle Limited and Golden Diamond Inc. shall, unless the context otherwise requires, have the same meanings when used in this form. The provisions of Appendix I to the Composite Document are incorporated into and form part of this form.

除文義另有所指外，本表格所用詞彙與開易控股有限公司與China Sun Corporation、Central Eagle Limited及Golden Diamond Inc.於二零一九年八月三十日聯合發出之綜合要約及回應文件(「綜合文件」)所界定者具相同涵義。綜合文件附錄一之條文，已收錄及成為本表格之一部份。



KEE Holdings Company Limited
開易控股有限公司

(Incorporated in the Cayman Islands with limited liability)
(於開曼群島註冊成立的有限公司)

(Stock Code: 2011)

(股份代號: 2011)

FORM OF OFFER ACCEPTANCE AND TRANSFER
OF ORDINARY SHARE(S) OF HK\$0.01 EACH (THE "SHARE(S)") IN THE ISSUED SHARE CAPITAL
OF KEE HOLDINGS COMPANY LIMITED

開易控股有限公司

已發行股本中每股面值0.01港元普通股(「股份」)之要約接納及過戶表格

To be completed in full 每項均須填寫

Hong Kong branch share registrar and transfer office: Tricor Investor Services Limited

Level 54, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong

香港股份過戶登記分處: 卓佳證券登記有限公司

香港灣仔皇后大道東183號合和中心54樓

You must 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 and you have signed this Form of Offer Acceptance, your Form of Offer Acceptance in respect of the Offer will be considered to be incomplete and accordingly, your acceptance of the Offer will be invalid.

閣下必須填上接納要約之股份總數。

如無填寫數目或填寫之數目超過閣下登記持有之股份，而閣下已簽署本要約接納表格，則閣下有關於要約之要約接納表格將被視為不完整，而閣下有關於要約之接納將因此為無效。

FOR THE CONSIDERATION stated below the "Transferor(s)" named below does/do hereby transfer(s) to the "Transferee(s)" named below the Share(s) of HK\$0.01 each held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the Composite Document.

下述「轉讓人」謹此按下列代價，根據本表格及綜合文件載列之條款及條件，向下述「承讓人」轉讓以下註明轉讓人持有每股面值0.01港元之股份。

Number of Share(s) to be transferred 將予轉讓股份數目	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票號碼		
TRANSFEROR(S) name(s) and address(es) in full 轉讓人 全名及地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)	Surname(s) or Company name(s) 姓氏或公司名稱	Forename(s) 名字
	Registered address 登記地址	
		Telephone number 電話號碼
CONSIDERATION 代價	HK\$1.677 in cash for each Share 每股股份現金1.677港元	
TRANSFEREES 承讓人	Name: 名稱: China Sun Corporation/Central Eagle Limited/Golden Diamond Inc. Correspondence address: 通訊地址: China Sun Corporation Mandar House, 3rd Floor, Johnson's Ghut, Tortola, British Virgin Islands. Central Eagle Limited Mandar House, 3rd Floor, Johnson's Ghut, Tortola, British Virgin Islands. Golden Diamond Inc. Mandar House, 3rd Floor, Johnson's Ghut, Tortola, British Virgin Islands. Occupation: 職業: Corporation 法團	

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 of witness 見證人地址

Occupation of witness 見證人職業

Signature(s) of Transferor(s)/Company chop, if applicable
轉讓人簽署/公司印鑑(如適用)

Date of submission of this Form of Acceptance
提交本接納表格之日期

ALL JOINT REGISTERED HOLDERS MUST SIGN HERE
所有聯名登記持有人均須於本欄簽署

Do not complete 請勿填寫本欄

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

承讓人或其代表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

Date of transfer 轉讓日期

For and on behalf of

代表

China Sun Corporation/Central Eagle Limited/Golden Diamond Inc.

Signature of Transferees or its duly authorised agent(s)

承讓人或其正式授權代理簽署

THIS FORM IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION

If you are in doubt as to any aspect of this form or as to the action to be taken, you should consult your licensed securities dealer, registered institution in securities, bank manager, solicitor, professional accountant, or other professional adviser.

If you have sold or transferred all your Share(s), you should at once hand this form and the Composite Document to the purchaser(s) or transferee(s) or to the bank, licensed securities dealer, 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 Offer to the Overseas Shareholders may be affected by the laws of the relevant jurisdictions. The Overseas Shareholders should observe any applicable legal or regulatory requirements. The Overseas Shareholders should obtain appropriate legal advice or, regarding the implications of the Offer in the relevant jurisdictions with a view to observing any applicable legal or regulatory requirements. It is the responsibility of the Overseas Shareholders who wishes to accept the Offer to satisfy themselves as to the full observance of the laws and regulations of all relevant jurisdictions in connection therewith, including but not limited to the obtaining of any governmental, exchange control or other consents which may be required in compliance with all necessary formalities, regulatory and/or legal requirements. Overseas Shareholders will also be fully responsible for the payment of any transfer or other taxes and duties payable in respect of all relevant jurisdictions. Acceptance of the Offer by you will constitute a representation and warranty by you that all applicable laws and requirements to receive and accept the Offer, and any revision thereof, have been fully complied with by you and such acceptance shall be valid and binding in accordance with all applicable laws.

The remittances in respect of the cash consideration payable for the Shares will be rounded up to the nearest Hong Kong cent.

HOW TO COMPLETE THIS FORM

Independent Shareholders are advised to read this form in conjunction with the Composite Document before completing this form. To accept the Offer made by **Lego Securities on behalf of the Joint Offerors to acquire your Shares at a cash price of HK\$1.677 per Share**, you should complete and sign this form and forward this form, together with the relevant share certificate(s) (the "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), marked "**KEE Holdings Company Limited — General Offer**" to the Registrar, **Tricor Investor Services Limited at Level 54, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong as soon as possible, but in any event so as to reach the Registrar by not later than 4:00 p.m. on 20 September 2019 (Hong Kong time) or such later time and/or date as the Joint Offerors may determine and announce in accordance with the Takeovers Code.**

FORM OF ACCEPTANCE IN RESPECT OF THE OFFER

To: The Joint Offerors, Lego Securities and the Company

1. My/Our execution of this form overleaf shall be binding on my/our successors and assigns, and shall constitute:
 - (a) my/our acceptance of the Offer made by Lego Securities on behalf of the Joint Offerors, 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 Shares specified in this form;
 - (b) my/our irrevocable instruction and authority to each of the Joint Offerors and/or Lego Securities and/or any of 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) 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 Registrar and to authorise and instruct the Registrar to hold such Share Certificate(s) on and subject to the terms and conditions of the Offer, as if it was/they were Share Certificate(s) delivered to them together with this form;
 - (c) my/our irrevocable instruction and authority to each of the Joint Offerors and/or Lego Securities and/or any of 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 ordinary 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 within seven (7) Business Days after the date on which all the relevant documents are received by the Registrar to tender such acceptance complete and valid in accordance with the Takeovers Code.

(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 capitals) _____

Address: (in block capitals) _____
 - (d) my/our irrevocable instruction and authority to each of the Joint Offerors and/or Lego Securities and/or such person or persons as any of them may direct for the purpose, on my/our behalf, to make, execute and deliver the contract note as required by 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 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 this form in accordance with the provisions of that ordinance and to make, execute and deliver any other document or instrument in a form specified by the Stock Exchange as may be necessary to effect valid transfer of such Shares under the articles of association of the Company and to make endorsement on it under that ordinance;
 - (e) my/our irrevocable instruction and authority to any director of the Joint Offerors, Lego Securities or such person or persons as any of them may direct to complete and execute any document on behalf of the person accepting the Offer and to do any other act that may be necessary or expedient for the purposes of vesting in the Joint Offerors or such person or persons as it may direct the Shares, in respect of which such person has accepted the Offer;
 - (f) 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 Shares to the Joint Offerors or such person or persons as it may direct free from all liens, charges, options, claims, equities, adverse interests, third party rights or encumbrances whatsoever and together with all rights accruing or attaching thereto as at the date of the Composite Document or subsequently becoming attached to them, including, without limitation, the right to receive all dividends and distributions declared, made or paid, if any, on or after the date of the Composite Document, in respect of the Shares tendered pursuant to the Offer; and
 - (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Joint Offerors or Lego Securities or any of their respective agent(s) or such person or persons as any of them may direct on the exercise of any of the authorities contained herein.
2. I/We understand that acceptance of the Offer by me/us will be deemed to constitute a warranty by me/us to the Joint Offerors, Lego Securities and the Company that the Shares held by me/us to be sold under the Offer are sold free from all third party rights, liens, charges, equities, options, claims, adverse interests and encumbrances and together with all rights attaching thereto including the right to receive all dividends and distributions declared, made or paid on such Shares on or after the date of the Composite Document.
3. I/We hereby warrant and represent to the Joint Offerors, Lego Securities and the Company that I/We am/are the registered holder(s) of the Shares specified in this form and I/We have the full right, power and authority to sell and pass the title and ownership of my/our Shares to the Joint Offerors absolutely by way of acceptance of the Offer.
4. In the event of the Offer lapsing or in the event that my/our acceptance is not valid, 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 ordinary post at my/our own 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 or branch register of members of the Company.

Note: When you have sent one or more transfer receipt(s) and in the meantime the relevant Share Certificate(s) has/have been collected by the Joint Offerors and/or Lego Securities and/or any of their respective agent(s) from the Company or the Registrar on your behalf upon your acceptance of the Offer, you will be returned such Share Certificate(s) in lieu of the transfer receipt(s).
5. I/We warrant to the Joint Offerors, Lego Securities and the Company 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 and/or regulatory requirements.
6. I/We warrant to the Joint Offerors, Lego Securities and the Company that I/we shall be fully responsible for payment of any transfer or other taxes and duties payable in respect of the jurisdiction where my/our address is located as set out in the register of members of the Company.
7. 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 required 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 acknowledgement of receipt of any Form of Offer Acceptance, 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) will be given. I/We further understand that all documents will be sent by ordinary post at my/our own risk.
8. I/We acknowledge that my/our Shares sold to the Joint Offerors by way of acceptance of the Offer will be registered under the name of the Joint Offerors or its nominee.
9. I/We irrevocably undertake, represent, warrant and agree to and with the Joint Offerors, Lego Securities and the Company (so as to bind my/our successors and assigns) that in respect of the Shares which are accepted or deemed to have been accepted under the Offer, which acceptance has not been validly withdrawn, and which have not been registered in the name of the Joint Offerors or as it may direct, to give:
 - (a) an authority to the Company 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 member of the Company (including any Share Certificate(s) and/or other document(s) of title issued as a result of conversion of such Shares into certificated form) to the Joint Offerors;
 - (b) an irrevocable authority to the Joint Offerors or its agents to sign any consent to short notice of any general meeting of the Company on my/our behalf and/or to attend and/or to execute a form of proxy in respect of such Shares appointing any person nominated by the Joint Offerors to attend such general meeting (or any adjournment thereof) and to exercise the votes attaching to such Shares on my/our behalf, such votes to be cast in a manner to be determined at the sole discretion of the Joint Offerors subject to the Takeovers Code; and
 - (c) my/our agreement not to exercise any of such rights without the consent of the Joint Offerors 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 Joint Offerors or its nominee or appointee, for or to attend or to vote at the general meeting of the Company, I/we hereby expressly revoke such appointment.
10. I/We acknowledge that, save as expressly provided in the Composite Document, all the acceptance, instructions, authorisation and undertakings hereby given shall be irrevocable.

PERSONAL DATA

Personal Information Collection Statement

The main provision of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "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 Joint Offerors, Lego Securities, the Company and the Registrar in relation to personal data and 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.

2. Purposes

The personal data which you provide on this form 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 form and the Composite Document;
- registering transfers of the Share(s) out of your name;
- maintaining or updating the relevant register of holders of the Share(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- establishing benefit entitlements of the Shareholders;
- distributing communications from the Joint Offerors and/or its subsidiaries or agents such as its financial adviser and/or the Company and/or the Registrar;
- 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 Joint Offerors, the Company or the Registrar; and

- any other incidental or associated purposes relating to the above and/or to enable the Joint Offerors, Lego Securities and/or the Registrar to discharge their obligations to the Transferors and/or regulators and other purpose to which the Transferors may from time by 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 Joint Offerors and/or Lego Securities and/or the Company 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 Joint Offerors, the Company, their respective subsidiaries and/or agent(s), such as financial advisers and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Joint Offerors and/or Lego Securities and/or the Company and/or the Registrar, in connection with the operation of its business;
- 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 Joint Offerors, Lego Securities, the Company or the Registrar 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 Joint Offerors, Lego Securities, the Company or the Registrar holds your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Ordinance, the Joint Offerors, Lego Securities, the Company and the Registrar 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 Joint Offerors, Lego Securities, the Company or the Registrar (as the case may be).

BY SIGNING THIS FORM, 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(「該條例」)之主要條文已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聯合要約人、力高證券、本公司及過戶處就個人資料及該條例之政策及常規。

1. 收集閣下個人資料之原因

倘閣下欲就閣下之股份接納要約，則閣下須提供所需之個人資料。若未能提供所需資料，可能會導致閣下之接納不予受理或遭延誤。

2. 用途

閣下於本表格所提供之個人資料可以任何方式被使用、持有及/或保存，以作下列用途：

- 處理閣下之接納及核實是否遵守本表格及綜合文件所呈列之條款及申請程序而作出；
- 登記轉讓閣下名義之股份；
- 維持或更新相關股份持有人之登記冊；
- 進行或協助進行核對簽名，以及核對或交換任何其他資料；
- 確定股東的利益配額；
- 送遞聯合要約人及/或其附屬公司或代理(例如其財務顧問及/或本公司過戶處)所發出之通訊；
- 編製統計資料及股東資料；
- 遵照法例、規則或規例(不論法定或非法定)之要求作出披露；
- 披露有關資料以便進行申索或獲得所有權；
- 與聯合要約人、本公司或過戶處之業務有關之任何其他用途；及

- 與上述有關之任何其他附帶或相關用途及/或令聯合要約人、力高證券及/或過戶處得以履行彼等對轉讓人及/或監管機構之責任，以及轉讓人可能不時同意或獲知會之任何其他用途。

3. 轉交個人資料

本表格所載之個人資料將會保密，但聯合要約人及/或力高證券及/或本公司及/或過戶處可作出彼等認為必要之查詢以確定個人資料之準確性，以便資料可作任何上述用途，尤其可能會向下列任何及所有人士及實體披露、取得或轉交該等個人資料(不論在香港境內或境外)：

- 聯合要約人、本公司、其各自附屬公司及/或代理(例如其財務顧問及過戶處)；
- 向聯合要約人及/或力高證券及/或本公司及/或過戶處提供與其業務運作有關之行政、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；
- 任何監管或政府機構；
- 與閣下有業務往來或將有業務往來之任何其他人士或機構，例如銀行、律師、會計師或持牌證券交易商；及
- 聯合要約人、力高證券、本公司或過戶處在有關情況下認為必需或適當之任何其他人士或機構。

4. 查閱及更正個人資料

該條例賦予閣下權利確定聯合要約人、力高證券、本公司或過戶處是否持有閣下之個人資料，索取資料副本及更正任何不確資料。根據該條例，聯合要約人、力高證券、本公司及過戶處有權就處理任何查閱資料之要求收取合理費用。所有關於查閱資料或更正資料或查閱有關政策及常規及所持資料類別之要求，應向聯合要約人、力高證券、本公司或過戶處(視乎情況而定)提出。

閣下簽署本表格即表示同意上述各項。