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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白色股份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，概不就因本白色股份要約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。

Unless the context otherwise requires, terms used in this WHITE Form of Share Offer Acceptance shall bear the same meanings as those defined in the accompanying composite offer and response document dated 12 January 2018 (the "Composite Document") jointly issued by Sansheng Hongye (Hong Kong) Limited (the "Offeror") as the offeror and Henry Group Holdings Limited (the "Company") as the offeree company.

除文義另有所指外，本白色股份要約接納表格所用詞彙與三盛宏業(香港)有限公司(「要約人」)(作為要約人)與鎮科集團控股有限公司(「本公司」)(作為受要約公司)於二零一八年一月十二日聯合刊登之隨附綜合要約及回應文件(「綜合文件」)所界定者具有相同涵義。

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

閣下如欲接納股份要約，請使用本白色股份要約接納表格。



# HENRY GROUP HOLDINGS LIMITED

## 鎮科集團控股有限公司\*

(Incorporated in Bermuda with limited liability)

(Stock Code: 859)

(於百慕達註冊成立之有限公司)

(股份代號: 859)

### WHITE FORM OF SHARE OFFER ACCEPTANCE AND TRANSFER OF ORDINARY SHARES OF HK\$0.1 EACH IN THE ISSUED SHARE CAPITAL OF HENRY GROUP HOLDINGS LIMITED

鎮科集團控股有限公司

已發行股本中每股面值0.1港元普通股之

白色股份要約接納及轉讓表格

All parts should be completed except the sections marked "Do not Complete" 除註明「請勿填寫本欄」之項外，每項均須填寫

Hong Kong branch share registrar and transfer office:

Tricor Standard Limited

Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong

香港股份過戶登記分處:

卓佳標準有限公司

香港皇后大道東183號合和中心22樓

FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby transfer(s) to the "Transferee(s)" named below the Share(s) held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the Composite Document, and the Transferee(s) hereby agrees to accept and hold the Share(s) subject to such terms and conditions. 下列「轉讓人」謹此在本表格及綜合文件中所載之條款及條件規限下，將以下註明由轉讓人持有之股份按下列代價轉讓予下列「承讓人」，而承讓人謹此同意在有關條款及條件規限下按下列代價接納及持有相關股份。

Total Number of Share(s) to be transferred (Note) 將予轉讓之股份總數(附註)	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 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\$2.4232 in cash for each Share 每股股份現金2.4232港元	
TRANSFEEE 承讓人	Name 名稱: Registered address 登記地址:	Sansheng Hongye (Hong Kong) Limited 39/F, Gloucester Tower, The Landmark, 15 Queen's Road Central, Hong Kong 三盛宏業(香港)有限公司 香港皇后大道中15號 置地廣場 告羅士打大廈39樓 Corporation 法團
	Occupation: 職業:	

Signed by or for and on behalf of the Transferor(s) in the presence of:

轉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

Signature(s) of Transferor(s) or its duly authorised agent(s)/company

chop, if applicable

轉讓人或其正式授權代理人簽署/公司印鑑(如適用)

Date of signing of this Form of Share Offer Acceptance

簽署本股份要約接納表格之日期

ALL JOINT

REGISTERED

HOLDERS MUST

SIGN HERE

所有聯名登記

持有人均須於

本欄簽署

The signing Shareholder(s) hereby acknowledge(s) that the Share Offer is subject to the terms and conditions as set out in the Composite Document.

署名股東謹此確認股份要約受綜合文件所載條款和條件所規限。

### Do not complete 請勿填寫本欄

Signed by or for and on behalf of the Transferee(s) 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

For and on behalf of

代表

Sansheng Hongye (Hong Kong) Limited

三盛宏業(香港)有限公司

Authorised Signatory(ies)

獲授權簽署人

Signature(s) of Transferee(s) or its duly authorised agent(s)

承讓人或其正式授權代理人簽署

Date of signing by Transferee 承讓人簽署日期

Note: Insert the total number of Shares for which the Share Offer is accepted. If no number is inserted or a number inserted is greater or smaller than those physical Share(s) tendered for acceptance of the Share Offer and you have signed this form, this form will be returned to you for correction and resubmission. Any corrected form must be resubmitted and received by the Registrar on or before the latest time for acceptance of the Share Offer.

附註: 請填上接納股份要約之股份總數。倘並無填上有關股份數目或填上之數目大於或小於提呈供接納股份要約之實際股份數目,而閣下已簽署本表格,則本表格將退回閣下以作更正及再行提交。任何經更正之表格將必須於接納股份要約之最後時間或之前再行提交及由過戶登記處接獲。

\* For identification purposes only 僅供識別

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

**If you are in any doubt as to any aspect of this Form of Share 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.**

**If you have sold or otherwise transferred all your Share(s), you should at once hand this Form of Share Offer Acceptance and the accompanying 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).**

Optima Capital is making the Share Offer on behalf of the Offeror. The making of the Share Offer to the Overseas Shareholders may be affected by the laws and regulations of the relevant jurisdictions. Overseas Shareholders should observe any applicable legal and regulatory requirements and, where necessary, seek independent legal advice. If you wish to accept the Share 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 the obtaining of any governmental, exchange control or other consents which may be required and the compliance with all necessary formalities and regulatory or legal requirements. You will also be fully responsible for any such issue, transfer or other taxes or duties payable by you in respect of the acceptance of the Share Offer. The Offeror and parties acting in concert with it, the Company, Optima Capital, Lego, Messis Capital, the Registrar, their respective ultimate beneficial owners, directors, officers, agents and associates and any other person involved in the Share Offer shall be entitled to be fully indemnified and held harmless by such person for any taxes or duties as such person may be required to pay. Acceptance of the Share Offer by you will constitute a representation and warranty by you to the Offeror, Optima Capital and the Company that you have observed and are permitted under all applicable laws and regulations to receive and accept the Share Offer (and any revision thereof), and that you have obtained all requisite governmental, exchange control or other consents in compliance with all necessary formalities and regulatory or legal requirements and have paid all issue, transfer or other taxes or duties or other required payments due from you in connection with such acceptance in any territory, and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations. This Form of Share Offer Acceptance should be read in conjunction with the accompanying Composite Document.

**HOW TO COMPLETE THIS FORM OF SHARE OFFER ACCEPTANCE**

The Share Offer is unconditional in all respect. Shareholders are advised to read the Composite Document before completing this Form of Share Offer Acceptance. To accept the Share Offer made by Optima Capital on behalf of the Offeror to acquire your Shares at a cash price of HK\$2.4232 per Share, you should complete and sign this Form of Share Offer Acceptance 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 any satisfactory indemnity or indemnities required in respect thereof), for such number of the Shares in respect of which you intend to accept the Share Offer, by post or by hand, marked "**Henry Group Holdings Limited – Share Offer**" to the Registrar, **Tricor Standard Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong no later than 4:00 p.m. on Friday, 2 February 2018** (or such later time(s) and/or date(s) as the Offeror may determine and announce in accordance with the Takeovers Code). The provisions contained in Appendix I to the Composite Document are incorporated into and form part of this Form of Share Offer Acceptance.

**FORM OF SHARE OFFER ACCEPTANCE IN RESPECT OF THE SHARE OFFER**

**To: The Offeror and Optima Capital**

1. My/Our execution of this Form of Share Offer Acceptance (whether or not such form is dated) shall be binding on my/our successors and assignees, and shall constitute:
  - (a) my/our irrevocable acceptance of the Share Offer made by Optima Capital 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 Shares specified in this Form of Share Offer Acceptance. If no number is inserted or a number inserted is greater or smaller than those physical Share(s) tendered for acceptance of the Share Offer and I/we have signed this form, this form will be returned to me/us for correction and resubmission. Any corrected form must be resubmitted and received by the Registrar on or before the latest time for acceptance of the Share Offer;
  - (b) my/our irrevocable instruction and authority to each of the Offeror and/or Optima 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 delivery 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 Registrar and to authorise and instruct the Registrar to hold such share certificate(s), subject to the terms and conditions of the Share Offer, as if it/they was/were delivered to the Registrar together with this Form of Share Offer Acceptance;
  - (c) my/our irrevocable instruction and authority to each of the Offeror and/or Optima Capital 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 Share Offer (less seller's 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 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 Business Days from the date of receipt of all the relevant documents by the Registrar to render the acceptance under the Share Offer complete and valid;

*(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 LETTERS)** \_\_\_\_\_

**Address: (In BLOCK LETTERS)** \_\_\_\_\_

- (d) my/our irrevocable instruction and authority to each of the Offeror and/or Optima Capital and/or Registrar and/or such person or persons as any of them may direct for the purpose, on my/our behalf, to make and execute 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 Share Offer and to cause the same to be stamped and to cause an endorsement to be made on this Form of Share Offer Acceptance in accordance with the provisions of that Ordinance;
  - (e) my/our irrevocable instruction and authority to each of the Offeror and/or Optima Capital and/or such person or persons as any of them may direct to complete and execute any document on my/our behalf in connection with my/our acceptance of the Share Offer 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 Share(s) tendered for acceptance of the Share Offer; and
  - (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Optima Capital and/or the Company or their respective agent(s) or such person or persons as any of them may direct on the exercise for any rights contained herein.
2. I/We understand that acceptance of the Share Offer by me/us will be deemed to constitute a representation and warranty by me/us to the Offeror, Optima Capital and the Company that (i) the Shares held by me/us to be acquired under the Share Offer are sold 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, including, all rights to receive dividends and other distributions declared, made or paid, if any, on or after the date on which the Share Offer is made, i.e. the date of the Composite Document; and (ii) I/we have not taken or omitted to take any action which will or may result in the Offeror, its beneficial owner and parties acting in concert with any of them, the Company, Optima Capital or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Share Offer or my/our acceptance thereof, and am/are permitted under all applicable laws and regulations 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 and regulations.
  3. In the event that my/our acceptance is not valid, in accordance with the terms of the Share 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 satisfactory indemnity or indemnities required in respect thereof), together with this Form of Share Offer Acceptance duly cancelled, by ordinary post at my/our own risk to the person and address stated 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: If you submit the transfer receipt(s) upon acceptance of the Share Offer and in the meantime the relevant share certificate(s) is/are collected by any of the Offeror and/or Optima Capital or any of their agent(s) from the Company or the Registrar on your behalf, you will be returned such share certificate(s) in lieu of the transfer receipt(s).*

4. 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 Share Offer.
5. I/We warrant and represent to the Offeror, Optima Capital and the Company that I am/we are the registered Shareholder(s) of the number of Shares specified in this Form of Share Offer Acceptance and I/we have the full right, power and authority to sell and pass the title and ownership of my/our Shares to the Offeror by way of acceptance of the Share Offer.
6. I/We warrant and represent to the Offeror, Optima Capital and the Company that I/we have observed and are permitted under all applicable laws and regulations where my/our address is located as set out in the register of members of the Company to accept the Share Offer, and any revision thereof; and that I/we have obtained all requisite governmental, exchange control or other consents and made all registration or filing required in compliance with all necessary formalities and regulatory or legal requirements; and that I/we have paid all issue, transfer or other taxes or duties or other required payments due from me/us in connection with such acceptance; and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations.
7. I/We warrant to the Offeror, Optima Capital and the Company that I/we shall be fully responsible for payment of any transfer or other taxes and duties in respect of the jurisdiction where my/our address is located as set out in the register of members of the Company in connection with my/our acceptance of the Share Offer.
8. I/We acknowledge that, save as expressly provided in the Composite Document and this Form of Share Offer Acceptance, all the acceptances, instructions, authorities and undertakings hereby given shall be irrevocable.
9. I/We acknowledge that my/our Shares sold to the Offeror by way of acceptance of the Share Offer will be registered under the name of the Offeror or its nominee.
10. I/We understand that no acknowledgement of receipt of any Form of Share 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. For the avoidance of doubt neither Hong Kong Securities Clearing Company Limited nor HKSCC Nominees Limited will give, or be subject to, any of the above representations or warranties.

## PERSONAL DATA

### Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of the Offeror, Optima Capital, the Company 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 Share 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 Share Offer. It is important that you inform the Offeror, Optima Capital, the Company and/or the Registrar immediately of any inaccuracies in the data supplied.

#### 2. Purposes

The personal data which you provide on this Form of Share Offer Acceptance 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 of Share Offer Acceptance and the Composite 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 Offeror and/or its agents such as the financial 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 Offeror, Optima Capital, the Company or the Registrar; and
- any other incidental or associated purposes relating to the above and/ or to enable the Offeror, Optima Capital, the Company 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.

#### 3. Transfer of personal data

The personal data provided in this Form of Share Offer Acceptance will be kept confidential but the Offeror and/or Optima Capital 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 Offeror, Optima Capital, the Company, any of their agents and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or Optima Capital and/or the Company 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 institution in securities; and
- any other persons or institutions whom the Offeror and/or Optima Capital and/or the Company and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

#### 4. Retention of Personal Data

The Offeror, Optima Capital, the Company 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.

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

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

**BY SIGNING THIS FORM OF SHARE OFFER ACCEPTANCE, 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要約人、創越融資、本公司及過戶登記處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。倘閣下提供之資料有任何不準確之處，閣下務須立刻通知要約人、創越融資、本公司及/或過戶登記處。

#### 2. 用途

閣下於本股份要約接納表格提供之個人資料可能會就下列用途加以運用、持有及/或保存(以任何方式)：

- 處理閣下之接納及核實或遵循本股份要約接納表格及綜合文件載列之條款及申請手續；
- 登記閣下名義下之股份轉讓；
- 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；
- 自要約人及/或其代理人(例如財務顧問)及過戶登記處發佈通訊；
- 編製統計資料及股東資料；
- 確立股東之獲益權利；
- 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；
- 有關要約人、創越融資、本公司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/或令要約人、創越融資、本公司及/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其他用途。

#### 3. 轉交個人資料

本股份要約接納表格提供之個人資料將會保密，惟要約人及/或創越融資及/或本公司及/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須之查詢，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：

- 要約人、創越融資、本公司、其任何代理人及過戶登記處；
- 為要約人及/或創越融資及/或本公司及/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
- 要約人及/或創越融資及/或本公司及/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

要約人、創越融資、本公司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，閣下有權確認要約人及/或創越融資及/或本公司及/或過戶登記處是否持有閣下之個人資料，獲取該資料副本，以及更正任何錯誤資料。依據條例，要約人及/或創越融資及/或本公司及/或過戶登記處有權就處理任何資料要求收取合理手續費。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，須提交予要約人、創越融資、本公司或過戶登記處(視情況而定)。

閣下簽署本股份要約接納表格即表示同意上述所有條款。