



山東鳳祥股份有限公司  
SHANDONG FENGXIANG CO., LTD.

(A joint stock company incorporated in the People's Republic of China with limited liability)  
(於中華人民共和國註冊成立的股份有限公司)  
(Stock code: 9977)  
(股份代號: 9977)

GREEN FORM OF ACCEPTANCE AND TRANSFER OF DOMESTIC SHARE(S) OF  
RMB1.00 EACH IN THE ISSUED SHARE CAPITAL OF SHANDONG FENGXIANG CO., LTD.  
山東鳳祥股份有限公司已發行股本中每股面值人民幣1.00元之  
內資股綠色接納及過戶表格

All parts should be completed in full except the sections marked "Do not complete"  
除註明"請勿填寫本欄"之部分外, 每項均須填寫

Registered office of Shandong Fengxiang  
Lianhuo Village, Wuli Town,  
Yangou County, Lancheng City,  
Shandong Province, the P.R.C.  
山東鳳祥註冊辦事處  
中國山東省臨沂市臨沭縣安樂鎮聯華村

FOR THE CONSIDERATION (stated below, the "Transferor(s)" named below hereby transfers to the "Transferee" named below the Domestic Share(s) held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the accompanying Companies' Document.  
根據本表格及隨附行色文件所載條款及條件, 下列"轉讓人"將下列代價, 將以下註的轉讓人所持有之內資股轉讓予下列"承讓人".

Number of Domestic Share(s) to be transferred 將予轉讓之內資股數目	FIGURES 數目	WORDS 大寫
TRANSFEROR(S) name(s) and address in full 轉讓人全名及地址 (EITHER EXPEDITED OR WRITTEN IN BLOCK CAPITALS) (請用打字體或正楷填寫)	Entity name(s) of company named or 轉讓公司名稱 Registered address 登記地址	Company name(s) 公司名稱 Telephone number(s) 電話號碼
CONSIDERATION 代價	For each Domestic Share: RMB1.00 in cash 每股內資股: 現金人民幣1.00元	
TRANSFEEE 承讓人	Name 名稱 Registered address 登記地址 Company name 公司名稱	Falcom Holding LP Falcom Holding LP P.O. Box 172, 2nd Floor, Harbour Place, 103 South Church Street, Causeway Cove, Grand Cayman, KY1-1106, Cayman Islands Registered Limited Partnership 博航美商有限合夥公司

Signed by or 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

提供本表格接納轉讓之日

Do not complete 請勿填寫本欄

Signed by the Transferee in the presence of  
承讓人在下列見證人見證下簽署

For and on behalf of 代表  
Falcom Holding LP

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 signing by Transferee 由承讓人簽署之日

Signature of Transferee or its duly authorized person(s)  
承讓人或其正式授權代表簽署

NOTE: Insert the total number of Domestic Shares for which the Domestic Share Offer is accepted. If an amount is inserted for a number inserted is greater than your registered holding of Domestic Share(s) 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 Shandong Fengxiang on or before the latest time for acceptance of the Domestic Share Offer.

附註: 請填寫接納轉讓之內資股總數。倘若填寫之數目, 超過閣下持有之內資股, 亦, 閣下已簽署本表格, 則本表格將退回予, 閣下進行修改及重新寄交。任何修改之表格必須於接納轉讓之內資股最後截止時間前交回山東鳳祥。

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

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

If you have sold or transferred all your Domestic Shares, you should at once hand this GREEN Form of Acceptance and the accompanying Composite Document to the purchaser(s) or transferee(s) or to the licensed securities dealer or 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 Domestic Share Offer to persons not resident in Hong Kong may be prohibited or limited by the laws or regulations of the relevant jurisdictions. The overseas shareholders who are citizens, residents or nationals of a jurisdiction outside Hong Kong should observe any applicable legal or regulatory requirements and, where necessary, seek legal or other professional advice. It is the responsibilities of the overseas shareholders who are not resident in Hong Kong and wish to accept the Domestic Share Offer to satisfy themselves as to the full observance of the laws and regulations of the relevant jurisdictions in connection with the acceptance of the Domestic Share Offer (including the obtaining of any governmental, exchange control or other consent which may be required or the compliance with other necessary formalities and the payment of any transfer or other taxes due by such overseas shareholders in respect of such jurisdictions).

Any acceptance by Shareholders and beneficial owners of the Domestic Shares who are citizens, residents or nationals of a jurisdiction outside Hong Kong will be deemed to constitute a representation and warranty from such persons to the Offeror, Shandong Fengxiang and their respective advisers that the local laws and regulatory requirements have been complied with. Shareholders who are in doubt as to the action they should take should consult a licensed securities dealer or registered institution in securities, bank manager, solicitor, professional accountant or other professional advisers.

This GREEN Form of Acceptance should be read in conjunction with the Composite Document. Unless the context otherwise requires, terms used in this form shall bear the same meanings as defined in the Composite Document.

**HOW TO COMPLETE THIS GREEN FORM OF ACCEPTANCE**

The provisions of Appendix I to the Composite Document are incorporated into and form part of this GREEN Form of Acceptance. Domestic Shareholders are advised to read carefully the Composite Document before deciding whether or not to accept the Domestic Share Offer. To accept the Domestic Share Offer made by the Offeror, you should complete and sign this GREEN Form of Acceptance and forward this GREEN Form of Acceptance and those supporting documents required under applicable PRC laws as described in Appendix I of the Composite Document, by post or by hand, to Shandong Fengxiang at Liumiao Village, Anle Town, Yanggu County, Liaocheng City, Shandong Province, the PRC as soon as practicable, but in any event so as to reach Shandong Fengxiang at the aforesaid address no later than 4:00 p.m. on the Closing Date or such later time and/or date as the Offeror may determine and announce with the consent of the Executive in compliance with the requirements of the Takeovers Code.

The completion of the transfer of Domestic Shares tendered by you under the Domestic Share Offer is subject to payment of 50% of the Domestic Share Offer Transfer Fee by you to the CSDC. By completing and signing this GREEN Form of Acceptance, you are deemed to have undertaken to provide your reasonable cooperation to the Offeror in procuring the payment of your share of the Domestic Share Offer Transfer Fee to the CSDC in accordance with the further written instruction of the Offeror, which payment shall be made as soon as practicable after the date of receipt of the duly completed GREEN Form of Acceptance and all relevant documents by the Offeror.

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

**To: The Offeror and Shandong Fengxiang**

- My/Our execution of this GREEN Form of Acceptance (whether or not such form is dated) will be binding on my/our successors and assignees, and will constitute:
  - my/our irrevocable acceptance of the Domestic Share Offer made by 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 Domestic Shares specified in this GREEN Form of Acceptance;
  - where I/we have accepted the Domestic Share Offer, my/our irrevocable instruction and authority to each of the Offeror and/or its agent(s) to pay by wire transfer the cash consideration which I/we shall have become entitled under the terms of the Domestic Share Offer as soon as practicable within seven (7) business days following (i) the completion of transfer and foreign exchange registration formalities imposed by CSDC and the State Administration of Foreign Exchange in relation to my/our acceptance of the Domestic Share Offer, and (ii) the receipt of my/our notice in writing of my/our bank account details for the purposes of accepting the Domestic Share Offer Price;
  - my/our irrevocable instruction and authority to the Offeror, or such person or persons as it may direct to complete, amend and execute any document on behalf of the person or persons accepting the Domestic Share Offer and to do any other act that may be necessary or expedient for the purposes of vesting in the Offeror, or such person or persons as it may direct the Domestic Shares in respect of which such person or persons has/have accepted the Domestic Share Offer;
  - 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 Domestic Share(s) tendered for acceptance under the Domestic Share Offer to the Offeror or such person or persons as it may direct free from all Encumbrances and together with all rights and benefits attaching to them, including, without limitation, the rights to receive in full all dividends and other distributions, if any, recommended, declared, made or paid by reference to a record date on or after the date on which the Domestic Share Offer is made, that is, the date of the Composite Document.
  - my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or its agent(s) or such person or persons as it may direct on the exercise of any rights contained herein; and
  - my/our appointment of the Offeror as my/our attorney in respect of all the Domestic Shares to which this acceptance relates.
- I/We understand that acceptance of the Domestic Share Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror that (i) the number of Domestic Share(s) specified in this GREEN Form of Acceptance will be sold free from all Encumbrances and together with all rights and benefits attaching thereto as at the date of the Composite Document or subsequently becoming attached to them, and including the rights to receive in full all dividends and other distributions, if any, recommended, declared, made or paid by reference to a record date on or after 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, or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Domestic Share Offer or his/her/its acceptance thereof, and is permitted under all applicable laws to receive and accept the Domestic Share Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws.
- In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the Domestic Share Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease and in which event, I/we authorise and request you to return to me/us this GREEN Form of Acceptance duly cancelled, by ordinary post at my/our risk to the person and address stated above or, if no name and address is stated, to me or the first-named of us (in the case of joint registered Domestic Shareholders) at the registered address shown in the register of members of Shandong Fengxiang.
- I/We warrant and represent to you that I am/we are the registered Domestic Shareholder(s) of the number of Domestic Shares specified in this GREEN Form of Acceptance and I/we have the full right, power and authority to sell and pass the title and ownership of my/our Domestic Share(s) to the Offeror by way of acceptance of the Domestic Share Offer.
- I/We warrant to the Offeror that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of members of Shandong Fengxiang in connection with my/our acceptance of the Domestic Share Offer, including the obtaining of any governmental, exchange control or other consents and any registration or filing which may be required and the compliance with all necessary formalities or legal requirements.
- I/We warrant to the Offeror and Shandong Fengxiang that I/we shall make necessary filing and settle any income taxes in connection with my/our acceptance of the Domestic Share Offer in full amount and within the stipulated time period as required by applicable tax laws and regulations. I/We agree to indemnify, defend and hold harmless the Offeror from any tax liabilities or tax withholding liabilities imposed under applicable tax laws and regulations upon the Offeror (if applicable), together with any interest, surcharges or penalties with respect thereto, to the extent arising from my/our failure to duly and timely make a filing for and to pay the income taxes imposed on me/us in connection with my/our acceptance of the Domestic Share Offer.
- I/We acknowledge that, save as expressly provided in the Composite Document and this GREEN Form of Acceptance, all acceptance, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.
- I/We acknowledge that my/our Domestic Shares sold to the Offeror by way of the Domestic Share Offer will be registered under the name of the Offeror or its nominee(s).



## PERSONAL DATA

### Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of the Offeror, CMBI and Shandong Fengxiang 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 Domestic Share Offer for your Domestic 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 Domestic Share Offer.

#### 2. Purposes

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

- processing your acceptance and verification of compliance with the terms and application procedures set out in this GREEN Form of 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 Domestic 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 CMBI;
- compiling statistical information and Domestic Shareholder profiles;
- establishing benefit entitlements of the Domestic Shareholders under the Domestic Share Offer;
- 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, CMBI or Shandong Fengxiang; and
- any other incidental or associated purposes relating to the above and other purpose to which the Domestic Shareholders may from time to time agree to or be informed of.

## 個人資料

### 收集個人資料聲明

本個人資料收集聲明旨在知會閣下有關要約人、招銀國際及山東鳳祥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. 收集閣下個人資料的原因

如就閣下的內資股接納內資股要約，閣下須提供所需的個人資料。倘閣下未能提供所需資料，則可能導致閣下的接納申請被拒或受到延誤，亦可能妨礙或延遲寄發閣下根據內資股要約有權獲得之代價。

#### 2. 用途

閣下於本綠色接納表格提供的個人資料可能會用作、持有及或

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