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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表格內容概不負責，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表格全部或任何部份內容而產生或因依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 herein shall bear the same meanings as defined in the composite offer and response document dated 26 September 2014 ("Composite Document") jointly issued by Reach Luck International Limited and Sinogreen Energy International Group Limited.

除文義另有所指外，本表格所用詞彙與迎彩國際有限公司及中國綠能國際集團有限公司於二零一四年九月二十六日聯合刊發之綜合要約及回應文件（「綜合文件」）所界定之詞彙具有相同涵義。

FORM OF ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE SHARE OFFER.  
本接納及過戶表格在 閣下欲接納股份要約時適用。



綠能國際

# SINOGREEN ENERGY INTERNATIONAL GROUP LIMITED

## 中國綠能國際集團有限公司

(incorporated in Bermuda with limited liability)  
(於百慕達註冊成立之有限公司)

(Stock Code: 1159)  
(股份代號: 1159)

### FORM OF ACCEPTANCE AND TRANSFER OF SHARES OF HK\$0.10 EACH IN THE ISSUED SHARE CAPITAL OF SINOGREEN ENERGY INTERNATIONAL GROUP LIMITED

中國綠能國際集團有限公司  
已發行股本中每股面值0.10港元之股份之  
接納及過戶表格

All parts should be completed 每項均須填妥

Hong Kong branch share registrar and transfer office: Tricor Secretaries Limited  
Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong  
香港股份過戶登記分處: 卓佳秘書商務有限公司  
香港皇后大道東183號合和中心22樓

You must insert the total number of Shares for which the Share Offer is accepted. Please see the Note for the consequence if you fail to correctly do so. 閣下必須填上接納股份要約之股份總數。請細閱附註以了解未有正確填上接納股份要約之股份總數之後果。

PLEASE DO NOT DATE  
請勿填寫日期



|   |  |                            |
|---|--|----------------------------|
| <p><b>FOR THE CONSIDERATION</b> stated below, the Transferor(s) named below hereby transfer(s) to the Transferee named below the Share(s) of HK\$0.10 each held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the Composite Document.<br/>根據本接納及過戶表格及綜合文件所載條款及條件，下列轉讓人現按下列代價，將以下註明之由轉讓人所持有之每股面值0.10港元股份轉讓予下列承讓人。</p> |  |                            |
| Number of Share(s) to be transferred (Note)<br>將予轉讓之股份數目 (附註)   | FIGURE<br>數目   | WORDS<br>大寫                |
| Share certificate number(s)<br>股票號碼   |  |                            |
| TRANSFEROR(S)<br>name(s) and address in full<br>轉讓人<br>全名及地址<br>(EITHER TYPEWRITTEN OR WRITTEN IN BLOCK CAPITALS)<br>(請用打字機或正楷填寫)   | Family name(s) or company name(s):<br>姓氏或公司名稱:   | Forename(s):<br>名字:        |
|   | Registered Address:<br>登記地址:   | Telephone number:<br>電話號碼: |
| CONSIDERATION<br>代價   | HK\$0.35 in cash for each Share<br>每股股份現金0.35港元  |                            |
| TRANSFEEE<br>承讓人  | <p>Name: 名稱: Reach Luck International Limited<br/>迎彩國際有限公司<br/>Correspondence Address: 通訊地址: Units 3908-13, 39/F, COSCO Tower, Queen's Road Central, Hong Kong<br/>香港皇后大道中中環大廈39樓3908-13室<br/>Occupation: 職業: Corporation<br/>法人團體</p> |                            |
| <p>SIGNED by the parties to this transfer, this _____ day of _____, 2014<br/>由轉讓雙方於二零一四年 _____ 月 _____ 日簽署</p>  |  |                            |

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



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

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 and Transfer  
提交本接納及過戶表格之日期

#### Do not complete 請勿填寫本欄

Signed by or for and on behalf of the Transferee 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  
Reach Luck International Limited  
迎彩國際有限公司  
Authorised Signatory(ies)  
授權簽署

Signature of Transferee or its duly authorised agent(s)  
承讓人或其正式授權代理人簽署

Note: Insert the total number of Shares for which the Share Offer is accepted. If no number is inserted or a number in excess of your registered holding of Shares is inserted on this Form of Acceptance and Transfer and you have signed this Form of Acceptance and Transfer, you will be deemed to have accepted the Share Offer for your entire registered holding of Shares.

附註: 請填上接納股份要約之股份總數。如 閣下並無在本接納及過戶表格上填上數目或所填數目超過 閣下所持之登記持股量，而 閣下已簽署本接納及過戶表格，則 閣下將被視為已就名下登記持有之全部股份接納股份要約。

**THIS FORM OF ACCEPTANCE AND TRANSFER IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.** If you are in any doubt as to any aspect of this Form of Acceptance and Transfer or as to the action to be taken, you should consult your 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 Share(s), you should at once hand this Form of Acceptance and Transfer and the accompanying Composite Document to the purchaser(s) or the transferee(s) or to the bank or 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).

Fortune Securities is making the Share Offer of behalf of the Offeror. The making of the Share 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 Share Offer in the relevant jurisdictions or, keep yourself informed about and observe any applicable legal or regulatory requirements. It is your own responsibility if you wish to accept the Share Offer to satisfy yourself 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 and any registration or filing which may be required and the compliance with all necessary formalities, regulatory and/or legal requirements. You shall also be fully responsible for the payment of any transfer or other taxes and duties due by you in respect of the relevant jurisdictions. The Offeror, its beneficial owner and parties acting in concert with any of them, the Company, Fortune Securities, or any of their respective directors and professional advisers or any other parties involved in the Share Offer or any of their respective agents 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 Share Offer by you will be deemed to constitute a warranty by you that you are permitted under all applicable laws and regulations to receive and accept the Share Offer, and 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 Share Offer.

#### HOW TO COMPLETE THIS FORM OF ACCEPTANCE AND TRANSFER

This Form of Acceptance and Transfer should be read in conjunction with the Composite Document. The provisions of Appendix I to the Composite Document are incorporated into and form part of this Form of Acceptance and Transfer.

Shareholders are advised to read this Form of Acceptance and Transfer in conjunction with the Composite Document before completing this Form of Acceptance and Transfer. To accept the Share Offer made by Fortune Securities on behalf of the Offeror to acquire your Shares at a cash price HK\$0.35 per Share, you should complete and sign this Form of Acceptance and Transfer overleaf and forward this Form of Acceptance and Transfer, 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), for not less than such number of Shares in respect of which you wish to accept the Share Offer, by post or by hand, marked "Sinogreen Share Offer" on the envelope, to the Registrar, Tricor Secretaries Limited at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong as soon as possible, but in any event not later than 4:00 p.m. on the Closing Date or such later time and/or date 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 Acceptance and Transfer.

#### FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE SHARE OFFER

##### To: The Offeror and Fortune Securities

1. My/Our execution of this Form of Acceptance and Transfer overleaf (which shall be dated and duly completed pursuant to Appendix I to the Composite Document) shall be binding on our successors and assignees, and shall constitute:
    - (a) my/our irrevocable acceptance of the Share Offer made by Fortune Securities 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 Acceptance and Transfer;
    - (b) my/our irrevocable instruction and authority to each of the Offeror and/or Fortune 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 Share(s) 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), subject to the terms and conditions of the Share Offer, as if it was/they were Share Certificate(s) delivered to the Registrar together with this Form of Acceptance and Transfer;
    - (c) my/our irrevocable instruction and authority to each of the Offeror and/or Fortune 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 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 own 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 as soon as possible but in any event within seven Business Days after the date of receipt of all the relevant documents by the Registrar to render the acceptance under the Share Offer complete and valid;  
*(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 Offeror and/or Fortune Securities 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 Section 19(1) of 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 Share(s) 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 in accordance with the provisions of that Ordinance;
    - (e) my/our irrevocable instruction and authority to each of the Offeror and/or Fortune Securities 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 or such person or persons as it may direct my/our Share(s) tendered for acceptance under the Share 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 Offeror or such person or persons as it may direct free from all liens, claims, charges, encumbrances, rights of pre-emption and any third party rights of any nature and together with all rights attached thereto, including the right to receive all dividends and distributions declared, made or paid, if any, the record date of which is on or after the date on which the Share Offer is made; and
    - (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror, Fortune Securities or their respective agents or such person or persons as it/they may direct on the exercise of any of the authorities contained herein.
  2. I/We understand that acceptance of the Share Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror and Fortune Securities that (i) the Shares held by me/us to be acquired under the Share Offer are sold free from all third party rights, liens, charges, equities, options, claims, adverse interests and encumbrances and together with all rights accruing or attaching thereto on or after the date on which the Share Offer is made or subsequently becoming attached to them, including, without limitation, the rights to receive all future dividends and other distributions declared, paid or made, if any, on or after the date on which the Share Offer is made.
  3. I/We hereby warrant and represent to the Offeror and the Company that I/we am/are the registered holder(s) of the Share(s) specified in this Form of Acceptance and Transfer and I/we have the full right, power and authority to sell and pass the title and ownership of my/our Share(s) to the Offeror by way of acceptance of the Share Offer.
  4. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the 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 my/our Share Certificates, and/or any other documents of title (and/or any satisfactory indemnity or indemnities required in respect thereof), together with this Form of Acceptance and Transfer duly cancelled, by ordinary post at my/our 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: When you have sent one or more transfer receipt(s) and in the meantime the relevant Share Certificate(s) has/have been collected by any of the Offeror and/or Fortune Securities and/or any of their respective agent(s) from the Company or the Registrar on your behalf upon your acceptance of the Share Offer, you will be returned such Share Certificate(s) in lieu of the transfer receipt(s).*
  5. I/We hereby warrant and represent to the Offeror 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 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, regulatory and/or legal requirements.
  6. I/We hereby warrant and represent to and undertake with the Offeror 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 in connection with my/our acceptance of the Share Offer.
  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 Share(s) which are to be held by you on the terms and conditions of the Share Offer. I/We understand that no acknowledgement of receipt of this Form of Acceptance and Transfer, 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 Share(s) sold to the Offeror by way of acceptance of the Share Offer will be registered under the name of the Offeror and/or its nominee(s).
  9. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror, Fortune Securities and the Company (so as to bind my/our successors and assignees) that in respect of the Shares which are accepted or deemed to have been accepted under the Share Offer, which acceptance has not been validly withdrawn, and which have not been registered in the name of the Offeror 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 attention of the Offeror at the Registrar at Level 22, Hopewell Centre, 183 Queen's Road East, Hong Kong;
    - (b) an irrevocable authority to the Offeror 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 Offeror 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 Offeror; and
    - (c) my/our agreement not to exercise any of such rights without the consent of the Offeror 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 Offeror 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.
- For avoidance of doubt, neither Hong Kong Securities Clearing Company Limited nor HKSCC Nominees Limited will give, or be subject to, any of the above representation or warranty.
10. I/We acknowledge that, save as expressly provided in the Composite Document and this Form of Acceptance and Transfer, all the acceptance, instructions, authorisation and undertakings hereby given shall be irrevocable and unconditional.

## PERSONAL DATA

### Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, Fortune Securities and the Registrar 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 Shares, 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 is important that you should inform the Offeror and/or the Registrar immediately of any inaccuracies in the data supplied.

#### 2. Purposes

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

- processing your acceptance and verification of your compliance with the terms and application procedures set out in this Form of Acceptance and Transfer and the Composite Document;
- registering transfers of the Share(s) out of your name(s);
- maintaining or updating the relevant register of Shareholders;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror and/or the Company and/or their respective agents, officers and advisers and the Registrar;
- compiling statistical information and Shareholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- establishing your entitlements under the Share Offer;
- disclosing relevant information to facilitate claims or entitlements;
- any other purpose in connection with the business of the Offeror or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror, Fortune Securities 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 Acceptance and Transfer will be kept confidential but the Offeror and Fortune Securities 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 and/or its agent(s), such as Fortune Securities, and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, Fortune Securities 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 your bankers, solicitors, accountants or licensed securities dealers or registered institution in securities; and
- any other persons or institutions whom the Offeror, Fortune Securities and/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 Offeror, Fortune Securities and/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 Offeror, Fortune Securities 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, Fortune Securities and/or the Registrar (as the case may be).

**BY SIGNING THIS FORM OF 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要約人、富強證券及股份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(「該條例」)的政策及慣例。

#### 1. 收集閣下個人資料的原因

如閣下就本身之股份接納股份要約，閣下須提供所需之個人資料。倘閣下未能提供所需資料，則可能導致閣下之接納申請被拒或受到延誤。如所提供的資料不準確，閣下須即時知會要約人及/或股份過戶登記處。

#### 2. 用途

閣下於本接納及過戶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：

- 處理閣下之接納申請及核實閣下是否已遵循本接納及過戶表格及綜合文件載列的條款及申請手續；
- 登記以閣下名義作出之股份轉讓；
- 保存或更新有關股份之股東名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 自要約人及/或本公司及/或彼等各自之代理、高級行政人員及顧問以及股份過戶登記處發佈通信；
- 編製統計資料及股東概況；
- 按法例、規則或規例(無論法定或其他規定)作出披露；
- 確立閣下於股份要約項下之享有配額；
- 披露有關資料以便申索或享有配額；
- 有關要約人或股份過戶登記處業務之任何其他用途；及
- 與上文所述有關之任何其他附帶或相關用途及/或以便要約人、富強證券及/或股份過戶登記處履行彼等對股東及/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

於本接納及過戶表格所提供之個人資料將作為機密資料保存，惟要約人及富強證券及/或股份過戶登記處為達致上述或有關任何上述之用途，可能作出彼等認為必須之查詢，以確認個人資料之準確性，尤其可向或自下列任何及所有個人及實體披露、獲取或轉交(無論在香港或香港以外的地區)該等個人資料：

- 要約人及/或其代理，如富強證券及股份過戶登記處；
- 為要約人、富強證券及/或股份過戶登記處就有關其業務經營提供行政、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；
- 與閣下進行交易或建議進行交易的任何其他人士或機構，如閣下的銀行、律師、會計師或持牌證券商或註冊證券機構；及
- 要約人、富強證券及/或股份過戶登記處認為必須或適當情況下之任何其他人士或機構。

#### 4. 獲取及更正個人資料

根據該條例規定，閣下有權確認要約人、富強證券及/或股份過戶登記處是否持有閣下之個人資料，並獲取該資料副本，以及更正任何錯誤資料。依據該條例之規定，要約人、富強證券及/或股份過戶登記處有權就處理獲取任何資料之請求收取合理之手續費。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型之資料之所有請求，須提交予要約人、富強證券及/或股份過戶登記處(視情況而定)。

閣下一經簽署本接納及過戶表格即表示同意上述所有條款