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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 form bear the same meanings as defined in the composite offer and response document dated 11 July 2016 (the "Composite Document") jointly issued by Yuhua Energy Holdings Limited and Mr. Lin Caihuo.

除文義另有所指外，本表格所用詞彙與裕華能源控股有限公司及林財火先生於二零一六年七月十一日聯合刊發之綜合要約及回應文件（「綜合文件」）所界定者具相同涵義。

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

黃色接納表格在閣下欲接納購股權要約時使用。



## YUHUA ENERGY HOLDINGS LIMITED

裕華能源控股有限公司

(Incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立之有限公司)

(Stock Code: 2728)

(股份代號: 2728)

### FORM OF OPTION OFFER ACCEPTANCE AND CANCELLATION OF THE OUTSTANDING SHARE OPTIONS OF YUHUA ENERGY HOLDINGS LIMITED

裕華能源控股有限公司

尚未行使之購股權之購股權要約接納及註銷表格

To be completed in full 每項均須填寫

The Company Secretary, Yuhua Energy Holdings Limited  
Room 2207, 22nd Floor, Harbour Centre, 25 Harbour Road, Wanchai, Hong Kong  
公司秘書：裕華能源控股有限公司  
香港灣仔港灣道25號海港中心22樓2207室

<b>FOR THE CONSIDERATION</b> stated below, the "Optionholder(s)" named below hereby agree(s) to accept the Option Offer and to cancel the number of Share Options specified below subject to the terms and conditions contained herein and in the Composite Document. 下列購股權持有人謹此根據本表格及綜合文件中所載之條款及條件下按下列代價，接納購股權要約以及註銷以下所示數目之購股權。		
Number of Share Option(s) to be cancelled (Note) 將予註銷之購股權數目（附註）	FIGURES 數目	WORDS 大寫
OPTIONHOLDER(S) name(s) and address in full 股權持有人之全名及地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或正楷填寫)	Family name(s): 姓氏：	Forename(s): 名字：
	Registered address: 登記地址：	Telephone number: 電話號碼：
CONSIDERATION 代價	HK\$0.0001 in cash for cancellation of each Share Option with exercise price of HK\$2.565 註銷就行使價2.565港元之每份購股權而言，為現金0.0001港元	

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

購股權持有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 the Optionholder(s), if applicable  
購股權持有人簽署（如適用）

Date of submission of this form  
提交本表格之日期

ALL JOINT  
HOLDERS MUST  
SIGN HERE  
所有聯名持有人  
均須於本欄  
簽署

Note: Insert the total number of Share Options for which the Option Offer is accepted. If no number is specified or if the total number of Share Options specified in this form is greater or smaller than the Share Options tendered 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 company secretary of the Company on or before the latest time and date for acceptance of the Option Offer.

附註：請填上接納購股權要約之購股權總數。倘於本表格並無指定數目或倘指定之購股權總數大於所提交購股權數目，而閣下已簽署本表格，則本表格將被退回。閣下作更正及再行提交。任何經更正之表格必須於接納購股權要約之最後時間及日期之前再行提交並送回本公司之公司秘書。

**THIS FORM IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.**

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

The making of the Option Offer to the Overseas Optionholders may be affected by the laws of the relevant jurisdictions. The Overseas Optionholders should observe any applicable legal or regulatory requirements and, where necessary, seek legal advice. It is the responsibilities of the Overseas Optionholders who wish to accept the Option 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 Option Offer (including the obtaining of any governmental 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 Optionholders in respect of such jurisdictions). Any acceptance of the Option Offer by the Overseas Optionholders will be deemed to constitute a representation and warranty from such person that the relevant local laws and regulatory requirements have been fully complied with by such person, and such acceptance shall be valid and binding in accordance with all applicable law.

This form should be read in conjunction with the Composite Document.

**As the Option Offer Price is of four decimal places, the remittances in respect of the cash consideration payable for the Options will be rounded up to the nearest Hong Kong cent.**

**HOW TO COMPLETE THIS FORM**

Optionholders are advised to read carefully the Composite Document before deciding whether or not to accept the Option Offer. To accept the Option Offer made by Brilliant Norton on behalf of the Offeror, you should complete and sign this form and forward this form, by post or by hand, marked "Yuhua Energy Holdings Limited – Option Offer" on the envelope, to the company secretary of the Company at Room 2207, 22nd Floor, Harbour Centre, 25 Harbour Road, Wanchai, Hong Kong as soon as practicable, but in any event so as to reach the company secretary of the Company by no later than 4:00 p.m. on Monday, 1 August 2016 (or such later time and/or date as the Offeror may decide and announce, with the consent of the Executive, 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.

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

**To: The Offeror and Brilliant Norton**

1. My/Our execution of this form (whether or not such form is dated) will be binding on my/our successors and assignees, and will constitute:
  - (a) my/our irrevocable acceptance of the Option Offer made by Brilliant Norton on behalf of the Offeror and contained in the Composite Document for the consideration and on and subject to the terms therein and herein mentioned, in respect of the number of Share Options specified in this form or, (i) if no number is specified or, the total number of Share Options specified is greater or smaller than the number of Share Options tendered, as supported by the certificate(s) of the Share Option(s) and/or any other documents of title, then this acceptance will not be counted as valid and the Form of Option Offer Acceptance will be returned to me/us for correction and resubmission. Any corrected form must be resubmitted and received by the company secretary of the Company on or before the latest time and date for acceptance of the Option Offer;
  - (b) my/our irrevocable instruction and authority to each of the Offeror and/or Brilliant Norton or their respective agent(s) to send a cheque crossed "Not negotiable – account payee only" or banker's cashier order drawn in my/our favour for the cash consideration to which I/we shall have become entitled under the terms of the Option Offer, by ordinary post at my/our risk to the person and 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 Optionholders) at the registered address shown in the register of Optionholders as soon as possible but in any event within 7 business days (as defined under the Takeovers Code) following the latter of the date the Offers become unconditional in all respects and the date of receipt by the company secretary of the Company of all the relevant documents to render the acceptance under the Option Offer complete and valid;  
*(Insert name and address of the person to whom the cheque or banker's cashier order is to be sent if different from the registered Optionholder or the first-named of joint registered Optionholders.)*  
**Name:** (in block capitals) \_\_\_\_\_  
**Address:** (in block capitals) \_\_\_\_\_
  - (c) my/our irrevocable instruction and authority to each of the Offeror and/or Brilliant Norton 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 Option Offer and to do any other act that may be necessary or expedient for the purpose of cancelling my/our Share Option(s) tendered for acceptance of the Option Offer;
  - (d) 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 cancel my/our Share Option(s) tendered for acceptance under the Option Offer to the Offeror or such person or persons as it may be together with all rights attaching thereto with effect on or after the date on which the Option Offer is made, being the date of despatch of the Composite Document;
  - (e) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Brilliant Norton and/or their respective agent(s) or such person or persons as any of them may direct on the exercise of any rights contained herein;
  - (f) my/our irrevocable instruction and authority to the Offeror and/or Brilliant Norton or their respective agent(s) to collect from the company secretary of the Company on my/our behalf the certificate(s) of the Share Option(s) and/or other document(s) of title (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 company secretary of the Company and to authorise and instruct the company secretary of the Company to hold such certificate(s) of the Share Option(s) and/or any other documents of title subject to the terms and conditions of the Option Offer as if it/they were the certificate(s) of the Share Option(s) and/or any other documents of title delivered to the company secretary of the Company together with this form; and
  - (g) my/our appointment of the Offeror and/or Brilliant Norton as my/our attorney in respect of all the Share Option(s) to which this form relates, such power of attorney to take effect from the date and time on which the Option Offer is made and thereafter be irrevocable.
2. I/We understand that acceptance of the Option Offer by me/us will be deemed to constitute a representation and warranty by me/us to the Offeror and Brilliant Norton that (i) the number of Share Option(s) specified in this form will be free from all liens, claims, charges, options, equities, encumbrances or other third party rights of any nature and together with all rights now or hereafter attaching or accruing to them, including, without limitation, the rights to receive all future dividends and/or other distributions (if any) declared, paid or made on or after the date on which the Option Offer is made, being the date of despatch 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, Brilliant Norton or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Option Offer or his/her acceptance thereof, and am/are permitted under all applicable laws to receive and accept the Option Offer, and any revision thereof, and that such acceptance is valid and binding in accordance with all applicable laws.
3. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the Option 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 relevant certificate(s) of Share Option(s) and/or transfer receipt(s) and/or other document(s) of title (and/or satisfactory indemnity or indemnities required in respect thereof), together with this form duly cancelled, by ordinary post at my/our risk to the person and address stated in 1(b) above or, if no name and address is stated, to me or the first-named of us (in the case of joint registered Optionholders) at the registered address shown in the register of Optionholders.  
*Note: Where you have sent one or more receipt(s) and in the meantime the relevant certificate(s) of the Share Option(s) has/have been collected by the Offeror and/or Brilliant Norton and/or any of their respective agent(s) from the company secretary of the Company on your behalf, you will be sent such certificate(s) of Share Option(s) in lieu of the transfer receipt(s).*
4. I/We enclose the relevant certificate(s) of Share Option(s) and/or transfer receipt(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole or part of my/our holding of Share Option(s) which are to be cancelled on the terms and conditions of the Option Offer. I/We understand that no acknowledgement of receipt of any Form(s) of Option Offer Acceptance, certificate(s) of Share Option(s) and/or transfer receipt(s) and/or other document(s) of title (and/or 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.
5. I/We warrant and represent to you that I am/we are the registered Optionholder(s) of the number of Share Options specified in this form and I/we have the full right, power and authority to accept the Option Offer.
6. I/We warrant 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 Optionholders in connection with my/our acceptance of the Option 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.
7. I/We warrant to the Offeror and the Company that I/we shall be fully responsible for payment of any transfer or other taxes or duties payable in respect of the jurisdiction where my/our address is located as set out in the register of Optionholders in connection with my/our acceptance of the Option Offer.
8. I/We acknowledge that, save as expressly provided in the Composite Document and this form, all acceptance, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.
9. I/We understand that no acknowledgement of cancellation of any Share Options(s) will be given.

## PERSONAL DATA

### Personal Information Collection Statement

This personal information collection statement informs you of the policies and practices of the Offeror, Brilliant Norton and the Company 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 Option Offer for your Share Option(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 Option Offer.

#### 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 your acceptance and verification or compliance with the terms and application procedures set out in this form and the Composite Document;
- cancelling the Share Option(s) in your name;
- maintaining or updating the relevant register of Optionholders;
- 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;
- compiling statistical information and the profiles of Optionholders;
- establishing benefit entitlements of the Optionholders;
- 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, Brilliant Norton or the Company; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror, Brilliant Norton, Lego and/or the Company to discharge their obligations to the Shareholders and/or regulators and other purpose to which the Optionholders may from time to 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 Offeror and/or Brilliant Norton and/or the Company 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, Brilliant Norton, any of their agents and the Company;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or Brilliant Norton and/or the Company, 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 Brilliant Norton and/or the Company consider(s) 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 and/or Brilliant Norton and/or the Company 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 Brilliant Norton and/or the Company 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, Brilliant Norton or the Company (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

本收集個人資料聲明旨在知會閣下有關要約人、億聲及本公司以及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」)之政策及慣例。

#### 1. 收集閣下個人資料之原因

如就閣下之購股權接納購股權要約，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。這亦可能妨礙或延遲寄發閣下根據購股權要約應得之代價。

#### 2. 用途

閣下於本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或遵循本表格及綜合文件所載條款及申請手續；
- 註銷以閣下名義登記之購股權；
- 保存或更新有關購股權持有人名冊；
- 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/或其代理(例如財務顧問)發佈通訊；
- 編製統計資料及購股權持有人資料；
- 確立購股權持有人之獲益權利；
- 披露有關資料以便進行權益申索；
- 遵照法例、規則或規例規定(不論法定或其他規定)作出披露；
- 有關要約人、億聲或本公司業務之任何其他用途；及
- 有關上文所述任何其他附帶或關連用途及/或使要約人、億聲、力高及公司得以履行彼等對股東及/或監管人之責任及購股權持有人可能不時同意或獲悉之其他用途。

#### 3. 轉交個人資料

本表格提供之個人資料將會保密，惟要約人及/或億聲及/或本公司為達致上述或有關任何上述用途，可能作出必需之查詢，以確認個人資料之準確性，尤其彼等可能向或自下列任何及所有個人及實體披露、獲取或轉交(不論在香港境內或香港境外地區)該等個人資料：

- 要約人、億聲、其任何代理及本公司；
- 為要約人及/或億聲及/或本公司之業務經營提供行政、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之任何其他個人或機構，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/或億聲及/或本公司於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

根據該條例之規定，閣下可確認要約人及/或億聲及/或本公司是否持有閣下之個人資料，索取該資料副本，以及更正任何錯誤資料。依據該條例之規定，要約人及/或億聲及/或本公司可就查閱任何資料之請求收取合理之手續費。查閱資料或更正資料或索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、億聲或本公司(視情況而定)。

閣下一經簽署本表格即表示同意上述所有條款。