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Unless the context otherwise requires, terms used in this form shall bear the same meanings as those defined in the offer document dated 17 May 2010 (the “Offer document”) issued by China Gas Holdings Limited and Rich Legend International Limited.

除文義另有所指外，本表格所用詞彙與中國燃氣控股有限公司及Rich Legend International Limited於二零一零年五月十七日刊發之要約文件(「要約文件」)所界定者具有相同涵義。

YELLOW FORM OF ACCEPTANCE AND TRANSFER – FOR USE IF YOU WANT TO ACCEPT THE CONVERTIBLE BOND OFFER.

接納及過戶黃色表格在閣下欲接納可換股債券要約時適用。

中裕燃氣控股有限公司

ZHONGYU GAS HOLDINGS LIMITED

(incorporated in the Cayman Islands with limited liability)

(於開曼群島註冊成立之有限公司)

(Stock code: 8070)

(股份代號：8070)

YELLOW FORM OF ACCEPTANCE AND TRANSFER

OF THE OUTSTANDING CONVERTIBLE BONDS ISSUED BY ZHONGYU GAS HOLDINGS LIMITED

中裕燃氣控股有限公司所發行

未行使可換股債券之接納及過戶黃色表格

All parts should be completed 每項均須填妥

Receiving Agent
收款代理
Tricor Secretaries Limited,
26th Floor,
Tesbury Centre,
28 Queen’s Road East,
Wanchai,
Hong Kong
卓佳秘書商務有限公司
香港
灣仔
皇后大道東28號
金鐘匯中心
26樓

FOR THE CONSIDERATION stated below, the “Transferor(s)” named below hereby transfer(s) to the “Transferee” named below the Convertible Bond(s) specified below subject to the terms and conditions contained herein and in the accompanying Offer Document. 根據本表格及隨附之要約文件所載條款及條件，下列「轉讓人」現按下列代價，將以下註明之可換股債券轉讓予下列「承讓人」。		
Nominal Value of Convertible Bonds ^(Note) 可換股債券面值 ^(附註)	AMOUNT 金額	WORDS 大寫
Certificate number(s) 證書號碼		
TRANSFER FROM TRANSFEROR(S) name(s) and address in full 轉讓自轉讓人全名及地址 (EITHER TYPEWRITTEN OR WRITTEN IN BLOCK CAPITALS) (請用打字機或正楷填寫)	Family name(s) or company name(s): 姓氏或公司名稱： Registered address: 登記地址：	First name(s): 名字： Telephone number: 電話號碼：
CONSIDERATION 代價	HK\$19,480,0170 in cash and 16,898,3280 new China Gas Shares for each US\$10,000 nominal amount of the outstanding Convertible Bonds 每份面值10,000美元之未行使可換股債券為現金19,480,0170港元及16,898,3280股新中國燃氣股份	
TRANSFEEE 承讓人	Name: 名稱：Rich Legend International Limited Correspondence Address: 通訊地址：16/F, AXA Centre, 151 Gloucester Road, Wanchai, Hong Kong Occupation: 職業：Corporation 法團	
SIGNED by the parties to this transfer, this _____ day of, _____ 2010 由轉讓雙方於二零一零年 _____ 月 _____ 日簽署		

PLEASE
DO NOT
DATE
請勿填寫日期

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地址

Occupation職業

ALL JOINT
HOLDERS MUST
SIGN HERE
所有聯名持有人
必須簽署

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

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： SIGNATURE OF WITNESS見證人簽署	For and on behalf of代表 Rich Legend International Limited Authorised Signatory(ies) 授權簽署
NAME OF WITNESS見證人姓名	
Address地址	
Occupation職業	Signature(s) of Transferee承讓人簽署

Note: Insert the nominal value of the Convertible Bonds for which the Convertible Bond Offer is accepted. If no nominal value of the Convertible Bonds is specified or if the total nominal value of the Convertible Bonds specified in this form is greater than nominal values of the Convertible Bonds tendered, as supported by the certificate(s) of the Convertible Bonds and/or transfer receipt(s) and/or other document(s) of title and/or any satisfactory indemnity or indemnities required, you are deemed to have accepted the Convertible Bond Offer in respect of the nominal value of the Convertible Bonds tendered by you, as supported by the certificate(s) of the Convertible Bonds and/or transfer receipt(s) and/or other document(s) of title and/or any satisfactory indemnity or indemnities required. If the nominal value of the Convertible Bonds specified in this form is smaller than the nominal values of the Convertible Bonds tendered, as supported by the certificate(s) of the Convertible Bonds and/or transfer receipt(s) and/or other document(s) of title and/or any satisfactory indemnity or indemnities required, you are deemed to have accepted the Convertible Bond Offer in respect of the nominal value of the Convertible Bonds as shall be equal to the nominal value of the Convertible Bonds specified in this form.

附註： 請填上接納可換股債券要約之可換股債券面值。倘此表格上並無填上可換股債券面值或所填寫之可換股債券面值總額多於所提交之可換股債券面值（以可換股債券證書及／或過戶收據及／或其他所有權文件及／或任何令人信納之必要彌償保證為證），則閣下將被視為已按相等於閣下所提交之可換股債券面值（以可換股債券證書及／或過戶收據及／或其他所有權文件及／或任何令人信納之必要彌償保證為證）接納可換股債券要約。倘此表格上所填寫之可換股債券面值少於所提交之可換股債券面值（以可換股債券證書及／或過戶收據及／或其他所有權文件及／或任何令人信納之必要彌償保證為證），則閣下將被視為已按相等於此表格上所填寫可換股債券面值接納可換股債券要約。

* For identification purpose only
僅供識別

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 outstanding Convertible Bonds, you should at once hand this form of acceptance and transfer and the accompanying Offer Document to the purchaser(s) or the 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 Convertible Bond Offer to certain persons resident in jurisdictions outside Hong Kong may be affected by the laws of the relevant jurisdictions. If you are a citizen or resident or national of a jurisdiction outside Hong Kong you should inform yourself about or obtain appropriate legal advice regarding the implications of the Convertible Bond Offer in the relevant jurisdictions and observe any applicable regulatory or legal requirements. It is your responsibility if you wish to accept the Convertible Bond Offer to satisfy yourself as to the full observance of the laws of the relevant jurisdiction in connection therewith, including the obtaining of any governmental, exchange control or other consents which may be required or the compliance with other necessary formalities or regulatory or legal requirements and the payment of any transfer or cancellation or other taxes due in respect of such jurisdiction.

HOW TO COMPLETE THIS FORM

This form of acceptance and transfer should be read in conjunction with the Offer Document. The defined terms under the section "Definitions" in and the provisions of Appendix I to the Offer Document are incorporated into and form part of this form of acceptance and transfer.

To accept the Convertible Bond Offer made by MCSL on behalf of the Offeror, you should complete and sign this form of acceptance and transfer and forward this form, together with the relevant 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 nominal amount of the outstanding Convertible Bonds in respect of which you wish to accept the Convertible Bond Offer, by post or by hand, marked "**Convertible Bond Offer**" on the envelope, to the Receiving Agent at Tricor Secretaries Limited, 26th Floor, Tesbury Centre, 28 Queen's Road East, Wanchai, Hong Kong as soon as practicable, but in any event so as to reach the Receiving Agent no later than 4:00 p.m. on 14 June 2010 (or such later time and/or date the Offeror may determine and announce with the consent of the Executive. The provisions contained in Appendix I to the Offer Document are incorporated into and form part of this form of acceptance and transfer.

YELLOW FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE CONVERTIBLE BOND OFFER

To: Zhongyu, the Offeror, China Gas and MCSL

1. My/Our execution of this form of acceptance and transfer (whether or not such form is dated), which shall be binding on my/our successors and assignees, shall constitute:

(a) my/our irrevocable acceptance of the Convertible Bond Offer made by MCSL on behalf of the Offeror, as contained in the Offer Document, for the consideration and subject to the terms and conditions therein and herein mentioned, in respect of the nominal value of the outstanding Convertible Bonds specified in this form of acceptance and transfer or, if no nominal value of the Convertible Bonds is specified or if the total nominal value of the Convertible Bonds specified in this form is greater than nominal values of the Convertible Bonds tendered, as supported by the certificate(s) of the Convertible Bonds and/or transfer receipt(s) and/or other document(s) of title and/or any satisfactory indemnity or indemnities required, I am/we are deemed to have accepted the Convertible Bond Offer in respect of the nominal value of the Convertible Bonds tendered by me/us, as supported by the certificate(s) of the Convertible Bonds and/or transfer receipt(s) and/or other document(s) of title and/or any satisfactory indemnity or indemnities required; if the nominal value of the Convertible Bonds specified in this form is smaller than the nominal values of the Convertible Bonds tendered, as supported by the certificate(s) of the Convertible Bonds and/or transfer receipt(s) and/or other document(s) of title and/or any satisfactory indemnity or indemnities required, I am/we are deemed to have accepted the Convertible Bond Offer in respect of the nominal value of the Convertible Bonds as shall be equal to the nominal value of the Convertible Bonds specified in this form.

(b) my/our irrevocable instruction and authority to the Offeror, MCSL and/or their respective agent(s) to send a cheque crossed "Not negotiable – account payee only" drawn in my/our favour and the share certificate(s) for the China Gas Share for the consideration to which I/we shall have become entitled under the terms of the Convertible Bond 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 Zhongyu Bondholders) at the registered address shown in the register of Zhongyu Bondholders as soon as possible but in any event within 10 days of the later of the date on which the Offers become or are declared unconditional in all respects and the date of receipt of this completed form and all the relevant documents (which should be received no later than 4:00 p.m. on the closing date or such later time and date as determined and announced by the Offeror with the consent of the Executive) by the Receiving Agent from me accepting the Convertible Bond Offer:

(Insert name and address of the person to whom the cheque and the share certificate for the China Gas Share(s) is to be sent if different from the registered Zhongyu Bondholder or the first-named of joint registered Zhongyu Bondholders.)

Name: (in block capitals) _____

Address: (in block capitals) _____

(c) my/our irrevocable instruction and authority to the Offeror, MCSL or such person or persons as they may direct to complete, amend and execute any document on my/our behalf including without limitation to insert a date in this form of acceptance and transfer or, if I/we or any other person shall have inserted a date, to delete such date and insert another date and to insert, delete, amend or substitute the transferee in this form of acceptance and transfer 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 Convertible Bonds tendered for acceptance of the Convertible Bond 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 transfer my/our Convertible Bonds tendered for acceptance under the Convertible Bond Offer to the Offeror or such person or persons as it may direct free from all third party rights, liens, charges, equities, adverse interests and encumbrances whatsoever and together with all rights attaching thereto as at the date of the Offer Document or subsequently becoming attached to them, including the right to receive all dividends (whether final or interim) and other distributions, if any, declared, made or paid on or after the date of the Offer Document;

(e) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror, MCSL or their respective agents or such person or persons as it/they may direct on the exercise of any of the authorities contained herein;

(f) my/our irrevocable instruction and authority to the Offeror, MCSL or their respective agent(s) to collect from Zhongyu on my/our behalf the certificate(s) in respect of the Convertible Bonds 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 Receiving Agent and to authorise and instruct the Receiving Agent to hold such certificate(s) subject to the terms and conditions of the Convertible Bond Offer as if it/they were the relevant certificate(s) delivered to the Receiving Agent together with this form of acceptance and transfer; and

(g) my/our appointment of the Offeror and/or MCSL as my/our attorney in respect of all the Convertible Bonds to which this form of acceptance and transfer relates, such power of attorney to take effect from the date and time on which the Convertible Bond Offer becomes unconditional in all respects and thereafter be irrevocable.

2. I/We understand that acceptance of the Convertible Bond Offer by me/us will constitute a warranty by me/us to the Offeror and MCSL that (i) the nominal value of the Convertible Bonds specified in this form of acceptance and transfer will be sold free from all third party rights, liens, charges, equities, adverse interests and encumbrances whatsoever and together with all rights attaching thereto as at the date of the Offer Document or subsequently becoming attached to them, including the right to receive all dividends (whether final or interim) and other distributions, if any, declared, paid or made on or after the date of the Offer Document; and (ii) if my/our registered address is located in a jurisdiction outside Hong Kong, I/we have fully observed the laws of all relevant jurisdictions, obtained all requisite governmental, exchange control or other consents, complied with all necessary regulatory formalities or legal requirements and paid any transfer or other taxes by whomsoever payable, that I/we have not taken or omitted to take any action which will or may result in Zhongyu, the Offeror or MCSL or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Convertible Bond Offer or my/our acceptance thereof, and am/are permitted under all applicable laws to receive and accept the Convertible Bond 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 Convertible Bond 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) 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 of acceptance and transfer duly cancelled, by ordinary post at my/our risk to the person and address stated in paragraph 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 Zhongyu Bondholders) at the registered address shown in the register of the Zhongyu Bondholders.

Note Where you have sent one or more transfer receipt(s) and in the meantime the relevant certificate(s) has/have been collected by the Offeror, MCSL or their respective agent(s) from the Receiving Agent on your behalf, you will be sent such certificate(s) in lieu of the transfer receipt(s).

4. I/We enclose the relevant certificate(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 Convertible Bonds which are to be held by you on the terms and conditions of the Convertible Bond Offer. I/We understand that no acknowledgement of receipt of any form(s) of acceptance and transfer, certificate(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 at my/our own risk.

5. I/We warrant that I/we are the registered holder(s) of the nominal value of Convertible Bonds 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 the Convertible Bonds I/we hold, to the Offeror by way of acceptance of the Convertible Bond Offer.

6. I/We warrant to the Offeror and MCSL that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the register of Bondholders in connection with my/our acceptance of the Convertible Bond Offer, including the obtaining of any governmental, exchange control or other consents which may be required and the compliance with necessary formalities, regulatory or legal requirements.

7. I/We warrant to the Offeror and MCSL that I/we shall be fully responsible for payment of any transfer or cancellation or other taxes or duties payable in respect of the relevant jurisdiction where my/our address is stated in the register of the Zhongyu Bondholders in connection with my/our acceptance of the Convertible Bond Offer.

8. I/We acknowledge that, save as expressly provided in the Offer Document and this form of acceptance and transfer, all acceptances, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.

9. I/We acknowledge that my/our Convertible Bonds sold to the Offeror by way of the Convertible Bond Offer will be registered under the name of the Offeror or its nominee.

10. The Offeror reserves the right to treat as valid any acceptance of the Convertible Bond Offer which is not entirely in order or which is not accompanied by the relevant certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities in respect thereof), but, in such cases, the consideration due will not be despatched until the relevant certificate(s) and/or transfer receipt(s) and/or other document(s) of title (and/or any satisfactory indemnity or indemnities in respect thereof) has/have been received by the Receiving Agent. **However, such acceptances will not be counted towards fulfilling the acceptance condition unless Rule 30.2 of the Takeovers Code has been fully complied with.**

本接納及過戶表格乃重要文件，請即處理。閣下對本接納及過戶表格任何方面或應採取之行動如有任何疑問，應諮詢閣下之持牌證券交易商或註冊證券機構、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已將名下尚未行使之全部可換股債券售出或轉讓，應立即將本接納及過戶表格連同隨附之要約文件送交買主或承讓人，或經手買賣或轉讓之銀行、持牌證券交易商、註冊證券機構或其他代理人，以便轉交買主或承讓人。

向居住於香港以外司法權區之若干人士提出可換股債券要約可能會受有關司法權區之法律影響。倘閣下為香港以外司法權區之公民或居民或國民，應記緊就可換股債券要約於有關司法權區之限制自行尋求適當之法律意見，並遵守任何適用監管或法律規定。閣下如欲接納可換股債券要約，須自行負責就此全面遵守有關司法權區之法律，包括取得任何可能規定之政府、外匯管制或其他同意，或遵守其他必要手續、監管或法律規定，及支付於有關司法權區應付之任何轉讓稅、註銷稅或其他稅項。

本表格填寫方法

本接納及過戶表格應與要約文件一併閱覽。要約文件「釋義」一節所界定之詞彙及附錄一之條文納入並構成本接納及過戶表格之一部分。

閣下如欲接納麥格理資本證券代表要約人提出之可換股債券要約，應填妥及簽署本接納及過戶表格，連同閣下欲接納可換股債券要約之尚未行使可換股債券面值之相關證書及／或過戶收據及／或任何其他所有權文件（及／或就此所需並令人信納之任何彌償保證），以郵遞方式或由專人盡快送交收款代理卓佳秘書商務有限公司，地址為香港灣仔皇后大道東28號金鐘匯中心26樓，信封面請註明「**可換股債券要約**」，惟無論如何不得遲於二零二零年六月十四日下午四時正（或要約人獲執行人員同意而可能決定及公佈之較後時間及／或日期）送達收款代理。要約文件附錄一所載條文納入並構成本接納及過戶表格之一部分。

可換股債券要約之接納及過戶黃色表格

致：中裕、要約人、中國燃氣及麥格理資本證券

1. 本人／吾等一經簽署本接納及過戶表格（不論該表格是否已註明日期），本人／吾等之承繼人及受讓人將受此約束，並表示：

(a) 本人／吾等按要約文件及本接納及過戶表格所述代價按照並遵守當中所述條款及條件，就本接納及過戶表格所註明之尚未行使可換股債券面值不可撤回地接納要約文件所載由麥格理資本證券代表要約人提出之可換股債券要約；或倘本表格並無填上可換股債券面值或所填寫之可換股債券面值總額多於所提交之可換股債券面值（以相關可換股債券證書及／或過戶收據及／或其他所有權文件及／或任何令人信納之必要彌償保證為證），則本人／吾等將被視為就相等於本人／吾等所提交之可換股債券面值（以可換股債券證書及／或過戶收據及／或其他所有權文件及／或任何必要令人信納之彌償保證為證）接納可換股債券要約。倘本表格所填寫之可換股債券面值少於所提交之可換股債券面值（以可換股債券證書及／或過戶收據及／或其他所有權文件及／或任何令人信納之必要彌償保證為證），則本人／吾等將被視為就相等於本表格所填寫之可換股債券面值之可換股債券面值接納可換股債券要約；

(b) 本人／吾等不可撤回地指示並授權要約人、麥格理資本證券及／或彼等各自之代理人以平郵方式將作為代價以「不得轉讓—只准入抬頭人賬戶」方式向本人／吾等劃線開出之支票，以及本人／吾等根據可換股債券要約條款應得之中國燃氣股票儘快郵寄至下文所列人士及地址（如未有於下欄填上姓名及地址，則按中裕債券持有人名冊所列之登記地址郵寄予本人或（倘屬聯名登記中裕債券持有人）吾等中排名首位者），惟無論如何須於要約在各方面成為或被宣佈為無條件之日及收款代理自本人收到已填妥之本表格及所有相關文件（最遲須於截止日期下午四時正或要約人獲得執行人員同意後可能決定及公佈之較後時間及日期前收到有關文件）接納可換股債券要約之日兩者之較後日期10天內，郵誤風險概由本人／吾等承擔；

（倘收取支票及中國燃氣股票之人士並非登記中裕債券持有人或排名首位之聯名登記中裕債券持有人，則請在本欄填上接收者之姓名及地址。）

姓名：（請用正楷填寫）_____

地址：（請用正楷填寫）_____

(c) 本人／吾等不可撤回地指示並授權要約人、麥格理資本證券或彼等可能指示之人士，代表本人／吾等填妥、修訂及簽署任何文件，包括但不限於在本接納及過戶表格填上日期，或如本人／吾等或任何其他人士已填上日期，則有關人士可刪去該日期，然後填上另一日期，並於本接納及過戶表格填上、刪去、修改或替換承讓人以及辦理任何其他必需或權宜之手續，將本人／吾等提交接納可換股債券要約之可換股債券轉歸要約人或其可能指示之人士所有；

(d) 本人／吾等承諾於必要或適當時簽署有關其他文件及辦理有關其他手續及事項，以將本人／吾等根據可換股債券要約提交接納之可換股債券轉讓予要約人或其可能指示之人士，該等股份不附帶一切任何性質之第三方權利、留置權、押記、衡平權、不利權益及產權負擔，並將會連同於要約文件日期附帶或其後附帶之所有權利（包括收取於要約文件日期或之後宣派、作出或派付之一切股息（不論末期或中期）及其他分派（如有）之權利）一併轉讓；

(e) 本人／吾等同意追認要約人、麥格理資本證券或彼等各自之代理或彼／彼等可能指示之人士於行使本表格所載任何授權時可能作出或進行之各種行動或事宜；

(f) 本人／吾等不可撤回地指示並授權要約人、麥格理資本證券或彼等各自之代理，代表本人／吾等交回隨附經本人／吾等正式簽署之過戶收據及／或其他所有權文件（如有）（及／或任何就此所需並令人信納之彌償保證），憑此向中裕領取本人／吾等就可換股債券應獲發之證書，並將有關可換股債券送交收款代理，且授權及指示收款代理根據可換股債券要約之條款及條件持有相關證書，猶如相關證書已連同本接納及過戶表格一併送交收款代理論；及

(g) 本人／吾等委任要約人及／或麥格理資本證券為本人／吾等就本接納及過戶表格有關之全部可換股債券之委任代理人，該授權書於可換股債券要約在所有方面成為無條件之日期及時間起生效，並隨後不得撤回。

2. 本人／吾等明白本人／吾等接納可換股債券要約將構成本人／吾等向要約人及麥格理資本證券保證，(i)本接納及過戶表格所列將予出售之可換股債券面值概不附帶一切任何性質之第三方權利、留置權、押記、衡平權、不利權益及產權負擔，並附帶於要約文件日期或其後所附一切權利，包括收取所有於要約文件日期或其後宣派、作出或派付之股息（不論末期或中期）及其他分派（如有）之權利；及(ii)倘本人／吾等之登記地址位於香港以外之司法權區，本人／吾等已全面遵守所有相關司法權區之法律、取得一切必要之政府、外匯管制或其他方面之許可、遵守所有必需之法律手續或法律規定，以及繳付任何人士應付之任何轉讓或其他稅項，且並無採取或遺漏採取任何行動致使中裕、要約人或麥格理資本證券或任何其他人士就可換股債券要約或本人／吾等之接納行動違反任何司法權區之法律或規管規定，以及獲所有適用法律之許可收取及接納可換股債券要約（或其任何修訂），而根據所有適用法律，有關接納乃屬有效及具約束力。

3. 倘按可換股債券要約之條款本人／吾等之接納屬無效或被視為無效，則上文1段所載之所有指示、授權及承諾均會失效，在此情況下，本人／吾等授權並懇請閣下將本人之相關證書及／或過戶收據及／或其他所有權文件（及／或任何就此所需並令人信納之彌償保證）連同已正式註銷之本接納及過戶表格以平郵方式送回上文1(b)段所列人士及地址，或倘並無填上姓名及地址，則送到中裕債券持有人名冊所示之本人或（倘屬聯名登記中裕債券持有人）吾等中排名首位者之登記地址，郵誤風險由本人／吾等承擔。

附註： 倘閣下交出一份或以上過戶收據，而要約人、麥格理資本證券或彼等各自之代理人已代表閣下從收款代理領取有關證書，則發還予閣下者將為該等證書而非過戶收據。

4. 本人／吾等茲附上本人／吾等持有之全部或部分可換股債券之有關證書及／或過戶收據及／或其他所有權文件（及／或任何就此所需並令人信納之彌償保證），由閣下按可換股債券要約之條款及條件持有。本人／吾等明白任何交回之接納及過戶表格、證書及／或過戶收據及／或其他所有權文件及／或就此所需並令人信納之彌償保證概不獲發收據。本人／吾等亦了解所有文件寄出後一切郵誤風險概由本人／吾等承擔。

5. 本人／吾等保證，本人／吾等乃就本接納及過戶表格所列明之可換股債券面值之登記持有人及本人／吾等有十足權利、權力及授權以接納可換股債券要約之方式，向要約人出售及移交本人／吾等持有之可換股債券之所有權及擁有權。

6. 本人／吾等向要約人及麥格理資本證券保證，本人／吾等已遵守在債券持有人名冊上列示本人／吾等地址所在司法權區關於本人／吾等接納可換股債券要約方面之法律，包括獲得任何必要之政府、外匯管制或其他方面之同意，以及遵守必需之手續、監管或法律規定。

7. 本人／吾等向要約人及麥格理資本證券保證，本人／吾等須就支付中裕債券持有人名冊上列示本人／吾等地址所在司法權區關於本人／吾等接納可換股債券要約方面應付之任何轉讓或註銷費用或其他稅項及徵費承擔全部責任。

8. 本人／吾等知悉，除要約文件及本接納及過戶表格明文規定外，據此作出之所有接納、指示、授權及承諾均不可撤回及為無條件。

9. 本人／吾等知悉，本人／吾等以可換股債券要約方式向要約人出售之可換股債券將以要約人或其代名人名義登記。

10. 要約人保留視任何尚未填妥或無隨附有關證書及／或過戶收據及／或其他所有權文件（及／或任何就此所需並令人信納之彌償保證）之可換股債券要約之接納為有效之權利，惟在該等情況下，應付之代價將不會寄發，直至收款代理已收到有關證書及／或過戶收據及／或其他所有權文件（及／或任何就此所需並令人信納之彌償保證）為止。然而，除非已完全遵守收購守則第30.2條之規定，否則於計算是否已達成接納條件時有關接納不會計算在內。

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, China Gas, MCSL and the Receiving Agent in relation to personal data and the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the “Privacy Ordinance”).

1. Reasons for the collection of your personal data

To accept the Convertible Bond Offer for your Convertible Bond(s), you must provide the personal data requested in this form. Failure to supply the requested data may result in the processing of your acceptance being rejected or delayed. It is important that you inform the Offeror, China Gas, MCSL and the Receiving Agent immediately of any inaccuracies in the data supplied.

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 Offer Document;
- registering transfers of the Convertible Bond(s) out of your name;
- maintaining or updating the relevant register of holders of the Convertible Bond(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from China Gas, the Offeror and/or its subsidiaries or agents such as the financial advisers and the Receiving Agent;
- establishing benefit entitlements of the holders of the Convertible Bond(s);
- disclosing relevant information to facilitate claims on entitlements;
- compiling statistical code information and shareholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- any other purpose in connection with the business of the Offeror and/or the Receiving Agent; and
- any other incidental or associated purposes relating to the above and other purpose to which the holders of the Convertible Bond(s) 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, China Gas, MCSL, Zhongyu and the Receiving Agent 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:

- Zhongyu, the Offeror, China Gas and/or their agent(s) or advisers, such as the financial advisers and the Receiving Agent;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to China Gas, the Offeror, MCSL and/or the Receiving Agent, in connection with the operation of its business;
- the Stock Exchange, the SFC and 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, China Gas, MCSL and/or the Receiving Agent consider to be necessary or desirable in the circumstances.

4. Access to and correction of personal data

The Privacy Ordinance provides you with rights to ascertain whether the Offeror, China Gas, MCSL, or the Receiving Agent holds your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Privacy Ordinance, the Offeror, China Gas, MCSL and the Receiving Agent 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, China Gas, MCSL and/or the Receiving Agent (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於約人、中國燃氣、麥格理資本證券及收款代理關於香港法例第486章個人資料(私隱)條例(「私隱條例」)之政策及慣例。

1. 收集閣下個人資料之理由

如欲就閣下之可換股債券接納可換股債券要約，閣下必須提供本表格所需之個人資料。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。如所提供資料有任何不準確之處，請務必即時知會約人、中國燃氣、麥格理資本證券及收款代理。

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要約文件載列之條款及申請程序；
- 登記以閣下名義轉讓之可換股債券；
- 保存或更新可換股債券持有人名冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 自中國燃氣、要約人及／或其子公司或代理人(如彼等之財務顧問及收款代理)發佈通訊；
- 確定可換股債券持有人應享有之權益；
- 披露有關資料以便申索或享有權益；
- 編製統計編碼資料及股東資料；
- 按法例、規則或規定(無論法定或其他規定)作出披露；
- 有關要約人及／或收款代理業務之任何其他用途；及
- 有關上文所述之任何其他附帶或關連用途及可換股債券持有人可能不時同意或知悉之任何其他用途。

3. 轉交個人資料

本表格提供之個人資料將作為機密資料妥當保存，惟要約人、中國燃氣、麥格理資本證券、中裕及收款代理為達致上述或有關任何上述之用途，可能作出彼等認為必需之查詢，以確認個人資料之準確性，尤其可能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地區)該等個人資料：

- 中裕、要約人、中國燃氣及／或其代理或顧問，如財務顧問及收款代理；
- 向中國燃氣、要約人、麥格理資本證券及／或收款代理提供業務經營方面之行政、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；
- 聯交所、證監會及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，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、中國燃氣、麥格理資本證券及／或收款代理認為必需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

根據私隱條例，閣下可確認要約人、中國燃氣、麥格理資本證券或收款代理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。根據私隱條例，要約人、中國燃氣、麥格理資本證券及收款代理可就獲取任何資料之請求收取合理之手續費。獲取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、中國燃氣、麥格理資本證券及／或收款代理(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