

Unless the context otherwise requires, terms used in this form shall bear the same meanings as defined in the composite offer and response document dated April 11, 2019 (the "Composite Document") issued jointly by Times Holdings II Limited as the offeror and Hong Kong International Construction Investment Management Group Co., Limited as the offeree company.

除文義另有所指外，本表格所用詞語之定義與Times Holdings II Limited作為要約人及香港國際建設投資管理集團有限公司作為要約公司於二零一九年四月十一日聯合刊發之綜合收購及回應文件(綜合文件)所界定者具有相同涵義。

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YELLOW FORM OF ACCEPTANCE AND CANCELLATION FOR USE IF YOU WANT TO ACCEPT THE OPTION OFFERS.

本黃色接納及註銷表格在 閣下欲接納購股權要約時適用。



HONG KONG INTERNATIONAL CONSTRUCTION INVESTMENT MANAGEMENT GROUP CO., LIMITED 香港國際建設投資管理集團有限公司

(Incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(Stock code: 687)

(股份代號：687)

YELLOW FORM OF ACCEPTANCE AND CANCELLATION OF SHARE OPTIONS OF HONG KONG INTERNATIONAL CONSTRUCTION INVESTMENT MANAGEMENT GROUP CO., LIMITED

香港國際建設投資管理集團有限公司

購股權之黃色接納及註銷表格

All parts should be completed except the sections marked "Do not complete"

除註明「毋須填寫」的部份外，每項均須填寫

Company Secretary of
Hong Kong International Construction Investment Management Group Co., Limited
香港國際建設投資管理集團有限公司公司秘書

20th Floor, One Island South, No. 2 Heung Yip Road,
Wong Chuk Hang, Hong Kong
香港黃竹坑香葉道2號One Island South 20樓

FOR THE CONSIDERATION stated below, the "Optionholder(s)" named below hereby accept(s) the Option Offers and agree(s) to the cancellation of the number of outstanding Share Option(s) held by the Optionholder(s) specified below subject to the terms and conditions contained herein and in the accompanying Composite Document.
根據本表格及隨附的綜合文件所載條款及條件，下列購股權持有人現按下列代價，接納購股權要約並同意註銷以下註明購股權持有人之尚未行使購股權數目。

Number of Share Option(s) with exercise price of HK\$1.75 per Share surrendered for cancellation (Note) 交回供註銷行使價為每股股份1.75港元之購股權數目(附註)	FIGURE 數目	WORDS 大寫
Number of Share Option(s) with exercise price of HK\$1.90 per Share surrendered for cancellation (Note) 交回供註銷行使價為每股股份1.90港元之購股權數目(附註)	FIGURE 數目	WORDS 大寫
DETAILS OF OPTIONHOLDER 購股權持有人資料	Family name: 姓氏：	Forename: 名字：
	Address: 地址：	Telephone number: 電話號碼：
	CONSIDERATION 代價	
HK\$1.25 for each Share Option with exercise price of HK\$1.75 per Share 就每份行使價每股股份1.75港元之購股權而言，為1.25港元		
HK\$1.10 for each Share Option with exercise price of HK\$1.90 per Share 就每份行使價每股股份1.90港元之購股權而言，為1.10港元		
PLEASE DO NOT DATE 請勿填寫日期		
SIGNED by the Optionholder, this _____ day of _____, 2019 由購股權持有人於二零一九年 _____ 月 _____ 日簽署		

Signed by the Optionholder in the presence of:
購股權持有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 of witness 見證人職業 _____

Signature of Optionholder
購股權持有人簽署

Note: Insert the total number of Share Options for which the Option Offer(s) is/are accepted. If no number is specified or if the total number of Share Options specified in this yellow form of acceptance and cancellation is greater or smaller than the Share Options tendered and you have signed this yellow form of acceptance and cancellation, this yellow form of acceptance and cancellation will be returned to you for correction and resubmission. Any corrected yellow form of acceptance and cancellation must be resubmitted and received by the company secretary of Hong Kong International Construction Investment Management Group Co., Limited on or before the Offers Closing Date.

Optionholders should note that under the rules of the Share Option Scheme, all Share Options that remain unexercised at the earlier to occur of (i) the date of expiry of the exercise period, or (ii) the last day of the three-month period following the date (i.e. April 11, 2019) on which the Share Offer is made or becomes or is declared unconditional, shall lapse automatically and shall no longer be exercisable.

附註：請填上接納購股權要約之購股權總數。倘於本黃色接納及註銷表格並無指定數目或倘指定之購股權總數大於或少於所提交購股權數目，而閣下已簽署本黃色接納及註銷表格，則本黃色接納及註銷表格將被退回閣下作更正及再行提交。任何經更正之本黃色接納及註銷表格必須於要約截止日期或之前再行提交並送回香港國際建設投資管理集團有限公司之公司秘書。

購股權持有人應注意，根據購股權計劃規則，所有在(i)行使期屆滿日期，或(ii)作出股份要約或股份要約成為或宣佈為無條件當日(即二零一九年四月十一日)起計三個月期間的最後一天(以較早者為準)之前仍未被行使的購股權將自動失效及不可再被行使。

THIS YELLOW FORM OF ACCEPTANCE AND CANCELLATION IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt as to any aspect of the Option Offers, this yellow form of acceptance and cancellation or as to the action to be taken, you should consult a licensed securities dealer or other registered institution in securities, a bank manager, solicitor, professional accountant or other professional adviser.

The making of the Option Offers to the overseas Optionholders may be affected by the laws of the relevant jurisdictions in which they are resident. If you are an overseas Optionholders, you should inform yourself about and observe any applicable requirements in your jurisdiction (including the obtaining of any governmental or other consent which may be required or the compliance with other necessary formalities or regulatory or legal requirements and the payment of any transfer or other taxes due in respect of such jurisdictions) and, where necessary, consult your own professional advisers. Acceptance of the Option Offers by you will constitute a warranty by you that you (i) are permitted under all applicable laws and regulations to receive and accept the Option Offers, and any revision thereof, (ii) have observed all the applicable laws and regulations of the relevant jurisdiction in connection with such acceptance, including obtaining any government or other consent which may be required, and (iii) have complied with any other necessary formalities or regulatory or legal requirements and have paid any transfer or other taxes due in such jurisdiction, and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations. You are recommended to seek professional advice on whether to accept the Option Offers.

HOW TO COMPLETE THIS FORM

This yellow form of acceptance and cancellation should be read in conjunction with the accompanying Composite Document.

To accept the Option Offers made by The Hongkong and Shanghai Banking Corporation Limited ("HSBC") on behalf of Times Holdings II Limited (the "Offeror"), you should complete and sign this yellow form of acceptance and cancellation and forward this form, together with the relevant Share Option certificate(s) or other documents (if any) evidencing the grant of Share Option(s) and any documents of title or entitlement (and/or satisfactory indemnity or indemnities in respect thereof) in respect of the relevant Share Options so tendered for acceptance, stating the number of Share underlying the Share Options of which you intend to accept the Option Offers, by post or by hand to the Company Secretary of Hong Kong International Construction Investment Management Group Co., Limited at 20th Floor, One Island South, No. 2 Heung Yip Road, Wong Chuk Hang, Hong Kong, marked "Hong Kong International Construction Investment Management Group Co., Limited – Option Offers" on the envelope, as soon as practicable after receipt of these documents and in any event, so as to reach the Company Secretary of Hong Kong International Construction Investment Management Group Co., Limited by no later than 4:00 p.m. (Hong Kong time) on Thursday, May 2, 2019, being the Offers Closing Date (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 of Appendix I to the Composite Document are incorporated into and form part of this yellow form of acceptance and cancellation.

YELLOW FORM OF ACCEPTANCE AND CANCELLATION IN RESPECT OF THE OPTION OFFERS

To: **HSBC and the Offeror**

1. My execution of this yellow form of acceptance and cancellation (whether or not such form is dated), which shall be binding on my successors and assignees, shall constitute:
 - (a) my irrevocable acceptance of the Option Offers made by HSBC 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 Options specified in this yellow form of acceptance and cancellation;
 - (b) my irrevocable instruction and authority to the Offeror and/or HSBC and/or any of their respective agent(s) to send a cheque crossed "Not negotiable – account payee only" drawn in my favour for the cash consideration to which I shall have become entitled, as at the time to which I am entitled to receive it, under the terms of the Option Offers, by ordinary post at my own risk to the person and the address stated below or, if no name and address is stated below, to me at the registered address as shown in the register of optionholders of the Company;

Name: (in block capitals)
 - (c) my irrevocable instruction and authority to the Offeror and/or HSBC or such person or persons as any of them may direct to complete, amend and execute any document on my behalf including without limitation to insert a date in this yellow form of acceptance and cancellation or, if I or any other person shall have inserted a date, to delete such date and insert another date and to do any other act that may be necessary or expedient for the purpose of cancelling the Shares Option(s) tendered for acceptance under the Option Offers;
 - (d) my 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 Shares Option(s) tendered for acceptance under the Option Offers; and
 - (e) my agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or HSBC 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 understand that acceptance of the Option Offers by me will constitute a warranty by me to the Offeror and HSBC that all Share Options are surrendered by me under the Option Offers free from Encumbrance and together with all rights attaching thereto as at the date of the Joint Announcement or subsequently attached to them.
3. In the event that my acceptance is not valid, or is treated as invalid, in accordance with the terms of the Option Offers, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease and in which event, I authorise and request you to return to me my Shares Option certificate(s) or other documents (if any) evidencing the grant of Share Option(s) and any documents of title or entitlement (and/or satisfactory indemnity or indemnities on respect thereof), together with this yellow form of acceptance and cancellation duly cancelled, by ordinary post at my own risk to the person and address stated in 1(b) above or, if no name and address is stated, to me at the registered address as shown in the register of optionholders of the Company.
4. I enclose the relevant Share Option certificate(s) or other documents (if any) evidencing the grant of Share Option(s) and any documents of title or entitlement (and/or satisfactory indemnity or indemnities on respect thereof) for the whole or part of my holding of Share Option(s) which are to be held by you on the terms of the Option Offers. I understand that no acknowledgement of receipt of any form(s) of acceptance and cancellation, Share Option certificate(s) or other documents (if any) evidencing the grant of Share Option(s) and any documents of title or entitlement (and/or satisfactory indemnity or indemnities on respect thereof) will be given. I further understand that all documents will be sent by ordinary post at my own risk.
5. I warrant and represent to the Offeror and HSBC that I am the Optionholder of the number of Share Option(s) specified in this yellow form of acceptance and cancellation and I have the full right, power and authority to surrender my Shares Option(s) for cancellation by way of acceptance of the Option Offers.
6. I warrant to the Offeror and HSBC that I have observed and am permitted under all applicable laws and regulations to receive and accept the Option Offers, and any revision thereof; and that I have observed all the applicable laws and regulations in connection with such acceptance, including obtaining any government or other consent which may be required; and that I have complied with any other necessary formalities or regulatory or legal requirements and have paid any transfer or other taxes due, and that such acceptance shall be valid and binding in accordance with all applicable laws and regulations.
7. I warrant to the Offeror and HSBC that I shall be fully responsible for payment of any transfer or other taxes and duties due payable by me in connection with my/our acceptance of the Option Offers.

PERSONAL DATA

Personal Information Collection Statements

The main provisions of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Ordinance") came into effect in Hong Kong on 20 December 1996. This personal information collection statement informs you of the policies and practices of the Offeror, HSBC and the Registrar and in relation to personal data and the Ordinance.

1. Reasons for the collection of your personal data

To accept the Option Offers for your Share Options, 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 Offers.

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 Shares Option(s) in your name(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- distributing communications from the Offeror and/or its holding companies or subsidiaries or their agents such as HSBC and the Registrar;
- compiling statistical code information and Optionholder profiles;
- establishing benefit entitlements of the Optionholders;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims and entitlements;
- any other purpose in connection with the business of the Offeror, HSBC or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or HSBC to discharge its obligations to the Optionholders and/or under applicable laws and regulations, 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, HSBC and 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, its subsidiaries or holding companies, HSBC and/or any of their respective agents, officers and advisers, and the Registrar and overseas principal registrar (if any);
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, HSBC 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, HSBC and/or the Registrar considers to be necessary or desirable in the circumstances.

4. Retention of Personal Data

The Offeror, the Company, HSBC and/or 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, HSBC 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, HSBC and 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, HSBC or the Registrar (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

香港法例第486章個人資料(私隱)條例(「該條例」)的主要條文已於一九九六年十二月二十日在香港生效。本收集個人資料聲明旨在知會閣下有關要約人、滙豐、登記處及有關個人資料及該條例的政策及慣例。

1. 收集閣下個人資料的原因

如就購股權接納購股權要約，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。這亦可能妨礙或延遲寄發閣下根據購股權要約應得的代價。

2. 用途

閣下於本表格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或遵循本表格及綜合文件載列條款及申請程序；
- 註銷以閣下名義的購股權；
- 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/或其附屬公司或控股公司或其代理人(例如滙豐及登記處)收取通訊；
- 編製統計代碼資料及購股權持有人資料；
- 確立購股權持有人之獲益權利；
- 按法例、規則或規定(無論法定或非法定規定)作出披露；
- 披露有關資料以方便進行權益申索；
- 有關要約人、滙豐或登記處業務的任何其他用途；及
- 有關上文所述任何其他臨時或關連用途及/或令要約人及/或滙豐得以履行其購股權持有者及/或適用法例及法規項下之責任，以及購股權持有者不時同意或知悉的其他用途。

3. 轉交個人資料

本表格提供的個人資料將作為機密資料妥當保存，但要約人、滙豐及登記處為達致上述任何用途，可能作出必需的查詢，以確認個人資料的準確性，彼等尤其可能披露、獲取或轉交(無論在香港或香港以外地區)該等個人資料予下列任何及所有個人及實體，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：

- 要約人、其附屬公司或控股公司、滙豐及/或任何彼等之代理、職員及顧問及登記處及海外股份登記總處(如有)；
- 為要約人、滙豐及/或登記處的業務經營提供行政、電訊、電腦、付款或其他服務的代理、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證券登記機構；及
- 要約人、滙豐及/或登記處認為必需或適當情況下的任何其他個人或機構。

4. 保留個人資料

要約人、貴公司、滙豐及/或登記處將按收集個人資料所需的用途保留本表格所收集的個人資料。無需保留的個人資料將會根據該條例銷毀或處理。

5. 獲取及更正個人資料

根據該條例之規定，閣下可確認要約人、滙豐或登記處是否持有閣下的個人資料，並獲取該資料副本，以及更正錯誤資料。依據該條例的規定，要約人、滙豐及登記處可就獲取任何數據的請求收取合理的手續費。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的資料的所有請求，須提交要約人、滙豐或登記處(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。