

Unless the context otherwise requires, terms used in this **PINK** Form of Option Offer Acceptance shall bear the same meanings as those defined in the accompanying composite document dated 19 January 2024 (the “**Composite Document**”) jointly issued by Hong Kong Resources Holdings Company Limited as the offeree company (the “**HKRH**”), Luk Fook 3D Investment Holding Company Limited (the “**Offeror**”) and Luk Fook Holdings (International) Limited.

除文義另有所指外，本粉紅色購股權要約接納表格所用詞彙與隨附由香港資源控股有限公司（作為受要約公司）（「香港資源」）、六福至尊投資集團有限公司（作為要約人）（「要約人」）及六福集團（國際）有限公司於二零二四年一月十九日聯合刊發之綜合文件（「綜合文件」）所界定者具有相同涵義。

Hong Kong Exchanges and Clearing Limited, The Stock Exchange of Hong Kong Limited and Hong Kong Securities Clearing Company Limited take no responsibility for the contents of this **PINK** Form of Option Offer Acceptance, make no representation as to its accuracy or completeness and expressly disclaim any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this **PINK** Form of Option Offer Acceptance.

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粉紅色購股權要約接納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粉紅色購股權要約接納表格全部或任何部份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。

PINK FORM OF OPTION OFFER ACCEPTANCE AND CANCELLATION FOR USE IF YOU WANT TO ACCEPT THE OPTION OFFER.

閣下如欲接納購股權要約，請使用本粉紅色購股權要約接納及註銷表格。



香港資源控股
HONG KONG
RESOURCES
HOLDINGS

HONG KONG RESOURCES HOLDINGS COMPANY LIMITED

香港資源控股有限公司

(Incorporated in Bermuda with limited liability and carrying on business in Hong Kong as HKRH China Limited)

(於百慕達註冊成立之有限公司，並以HKRH China Limited名稱在香港經營業務)

(Stock Code: 2882)

(股份代號：2882)

**PINK FORM OF OPTION OFFER ACCEPTANCE AND CANCELLATION OF
OPTIONS GRANTED BY HONG KONG RESOURCES HOLDINGS COMPANY LIMITED**

香港資源控股有限公司授出之購股權之粉紅色購股權要約接納及註銷表格

To be completed in full 每項均須填寫

To: Company Secretary of Hong Kong Resources Holdings Company Limited

Room 2306, 23/F, Tower One, Lippo Centre, No. 89 Queensway, Hong Kong

致：香港資源控股有限公司公司秘書

香港金鐘道89號力寶中心一座23樓2306室

FOR THE CONSIDERATION stated below, the HKRH Optionholder named below hereby accepts the Option Offer and agrees to the surrender for cancellation the number of Option(s) specified below, upon and subject to the terms and conditions contained herein and in the Composite Document.

下述香港資源購股權持有人謹此按下列代價接納購股權要約並同意交回下列數目的購股權以供註銷，惟須遵守本表格及綜合文件內之條款及條件。

| Options under the share option scheme of HKRH adopted on 12 January 2018 香港資源於二零一八年一月十二日根據購股權計劃授出之購股權 | | |
|--|---|----------------|
| Number of Option(s) at the exercise price of HK\$3.232 per Share surrendered for cancellation (Note) 交回供註銷之每股股份行使價3.232港元之購股權數目 (附註) | FIGURES 數目 | |
| | WORDS 大寫 | |
| | WORDS 大寫 | |
| Details of HKRH Optionholder 香港資源購股權持有人資料 | Family name 姓氏 | Forename 名字 |
| | Address 地址 | |
| | Telephone number 電話號碼 | |
| CONSIDERATION 代價 | Options under the share option scheme of the HKRH adopted on 12 January 2018 香港資源於二零一八年一月十二日根據股份購股權計劃授出之購股權 | |
| | HK\$0.00001 for each Option at the exercise price of HK\$3.232 per HKRH Share 就每份香港資源股份每股行使價3.232港元之購股權而言，為0.00001港元 | |

Signed by the HKRH Optionholder in the presence of:

香港資源購股權持有人在下列見證人見證下簽署：

Name of Witness 見證人姓名：_____

Signature of Witness 見證人簽署：_____

Address of Witness 見證人地址：_____

Signature of the HKRH Optionholder
香港資源購股權持有人簽署

Occupation of Witness 見證人職業：_____

Date of signing this **PINK** Form of Option Offer Acceptance
本粉紅色購股權要約接納表格的簽署日期

Note: Insert the total number of Options for which the Option Offer is accepted. If no number is inserted or the number inserted is greater or smaller than those Option(s) tendered for acceptance of the Option Offer and you have signed this **PINK** Form of Option Offer Acceptance, this **PINK** Form of Option Offer Acceptance will be returned to you for correction and resubmission. Any corrected **PINK** Form of Share Offer Acceptance must be resubmitted and received by the Company Secretary of HKRH by no later than 4:00 p.m. (Hong Kong time) on the Closing Date.

附註：請填上接納購股權要約所涉及之購股權總數。倘並無填寫數目或倘所填寫之數目大於閣下登記持有之購股權或大於或小於就接納購股權要約所交回之購股權數目，而閣下已簽署本粉紅色購股權要約接納表格，則本粉紅色購股權要約接納表格將退回閣下作更正及再行提交。任何經更正之粉紅色購股權要約接納表格必須再行提交並送達香港資源的公司秘書，惟無論如何不得遲於截止日期下午四時正（香港時間）。

THIS PINK FORM OF OPTION OFFER ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION.

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

Optima Capital Limited (“**Optima**”) is making the Option Offer on behalf of Luk Fook 3D Investment Holding Company Limited (the “**Offeror**”). The making of the Option Offer to the overseas HKRH Optionholders who are citizens, residents or nationals of jurisdictions outside Hong Kong may be subject to the laws of the relevant jurisdictions. The making of the Option Offer to such overseas HKRH Optionholders and their acceptances of the Option Offer may be prohibited or affected by the laws or regulations of the relevant jurisdictions. If you are an overseas HKRH Optionholder, it is your responsibility to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdiction in connection therewith, including any requirement for any governmental, exchange control or other consents, any filing and registration requirements, any necessary formalities, any legal or regulatory requirements and any requirement for the payment of cancellation or other taxes payable by you in respect of the acceptance of the Option Offer in the relevant jurisdiction. Acceptance of the Option Offer by you will be deemed to constitute a representation and warranty from you to the Offeror, HKRH and Optima that all the laws and regulations of the relevant jurisdictions have been complied with and that the Option Offer can be accepted by you, lawfully under the laws and regulations of the relevant jurisdictions. You should consult your professional advisers if in doubt. The Offeror and the Offeror Concert Parties, HKRH, Optima and Nuada or any of their respective beneficial owners, directors, officers, advisers, associates, agents or any other persons involved in the Option Offer shall be entitled to be fully indemnified and held harmless by you for any taxes they may be required to pay.

This **PINK** Form of Option Offer Acceptance 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 **PINK** Form of Option Offer Acceptance.

HOW TO COMPLETE THIS PINK FORM OF OPTION OFFER ACCEPTANCE

The Option Offer is unconditional. To accept the Option Offer made by Optima on behalf of the Offeror, you must deliver this duly completed and signed **PINK** Form of Option Offer Acceptance together with the relevant certificate(s), document(s) of title or entitlement in respect of the Options and/or any other document(s) (if applicable) evidencing the grant of the Options to you (and/or any satisfactory indemnity or indemnities required in respect thereof) for your holding of the Options or if applicable, for not less than the number of the Options in respect of which you intend to accept the Option Offer, by post or by hand, to the company secretary of Hong Kong Resources Holdings Company Limited, Room 2306, 23/F, Tower One, Lippo Centre, No. 89 Queensway, Hong Kong marked “Hong Kong Resources Holdings Company Limited – Option Offer” on the envelope so as to reach the company secretary of HKRH as soon as possible but in any event by not later than 4:00 p.m. on 9 February 2024 (Friday), being the Closing Date, or such later time(s) and/or date(s) as the Offeror may determine and announce in accordance with the Takeovers Code.

PINK FORM OF OPTION OFFER ACCEPTANCE AND CANCELLATION OF OPTIONS

To: The Offeror and Optima

1. My execution of this **PINK** Form of Option Offer Acceptance shall be binding on my successors and assignees, and shall constitute:
 - (a) my irrevocable acceptance of the Option Offer made by Optima 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 Options specified in this **PINK** Form of Option Offer Acceptance;
 - (b) my irrevocable instruction and authority to each of the Offeror, Optima and/or their respective agent(s) to deliver a cheque crossed “Not negotiable – account payee only” drawn in my favour for the cash consideration to which I shall become entitled under the terms of the Option Offer for my collection at the office of HKRH at Room 2306, 23/F, Tower One, Lippo Centre, No. 89 Queensway, Hong Kong within seven (7) Business Days after the date of receipt of this completed **PINK** Form of Option Offer Acceptance together with all the relevant document(s) by the company secretary of HKRH to render the acceptance, surrender and cancellation under the Option Offer valid;
 - (c) 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 Option(s) surrendered for cancellation under the Option Offer;
 - (d) my agreement to ratify each and every act or thing which may be done or effected by the Offeror, HKRH and/or Optima and/or their respective agent(s) or such person or persons as any of them may direct on the exercise of any of the authorities contained herein; and
 - (e) my/our irrevocable instruction and authority to and of the Offeror, Optima and/or such person or persons as any of them may direct to complete, amend and execute any documents 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 Option(s) surrendered for cancellation under the Option Offer.
2. I understand that acceptance of the Option Offer by me will result in the cancellation of those relevant Options, together with all rights attaching thereto.
3. In the event that my acceptance is not valid in accordance with the terms of the Option Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease, in which event, I authorise and request you to return to me this **PINK** Form of Option Offer Acceptance duly cancelled, together with the relevant certificate(s), document(s) of title or entitlement in respect of the Options and/or any other document(s) (if applicable) evidencing the grant of the Options to me (and/or any satisfactory indemnity or indemnities required in respect thereof), by delivering to the office of HKRH in Hong Kong at the address stated in 1(b) above for my collection.
4. I enclose the relevant certificate(s), document(s) of title or entitlement in respect of the Options and/or any other document(s) (if applicable) evidencing the grant of the Options to me (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole/part of my holding of Option(s) which is/are surrendered for cancellation on the terms and conditions of the Option Offer. I understand that no acknowledgement of receipt of any form(s) of acceptance and/or the relevant certificate(s), document(s) of title or entitlement in respect of the Options and/or any other document(s) (if applicable) evidencing the grant of the Options to me (and/or any satisfactory indemnity or indemnities required in respect thereof) will be given.
5. I represent and warrant to the Offeror, HKRH and Optima that I am the registered holder of the number of Option(s) specified in this **PINK** Form of Option Offer Acceptance and I have the full right, power and authority to surrender the Option(s) for cancellation by way of acceptance of the Option Offer.
6. I represent and warrant to the Offeror, HKRH and their respective advisers, including Optima, the financial adviser to Offeror in respect of the Offers, that I have observed and am permitted under all applicable laws and regulations to which I am subject to receive and accept the Option Offer, and any revision thereof; and that I have obtained all requisite governmental, exchange control or other consents and made all registrations or filings required in compliance with all necessary formalities and regulatory or legal requirements; and that I have paid all issue, transfer or other taxes or other required payments due from me in connection with such acceptance, surrender and cancellation in any jurisdiction; and I have not taken or omitted to take any action which will or may result in the Offeror, HKRH or Optima or any other person acting in breach of the legal or regulatory requirements of any jurisdiction in connection with the Option Offer or my acceptance thereof and that such acceptance, surrender and cancellation shall be valid and binding in accordance with all applicable laws and regulations.
7. I represent and warrant to the Offeror, HKRH and Optima that I shall be fully responsible for the payment of any issue, transfer or other taxes, duties and other required payments payable by me in connection with my acceptance, surrender and/or cancellation of the Option Offer.
8. I acknowledge that, save as expressly provided in the Composite Document and this **PINK** Form of Option Offer Acceptance and as permitted under the Takeovers Code, all acceptances, instructions, authorisations and undertakings hereby given shall be irrevocable.

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, HKRH and Optima 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 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 in this PINK Form of Option Offer 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 PINK Form of Option Offer Acceptance and the Composite Document;
- conducting or assisting to conduct signature verification, and any other verification or exchange of information;
- distributing communications from the Offeror, HKRH, Optima and/or their respective agents, officers and advisers;
- establishing benefit entitlements of the HKRH Optionholders;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise) or as requested by any governmental or regulatory body which has jurisdiction over the Offeror, HKRH, Optima and/or their respective agents, officers and advisers;
- disclosing relevant information to facilitate claims on entitlements;
- any other purpose in connection with the business of the Offeror, HKRH and Optima; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror, HKRH and/or Optima to discharge its obligations to the HKRH Optionholders and/or under applicable regulations, and any other purposes which the HKRH Optionholders may from time to time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this PINK Form of Option Offer Acceptance will be kept confidential but the Offeror, HKRH and/or Optima 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, HKRH, Optima and/or any of their respective agents, officers and advisers;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror, HKRH and/or Optima in connection with the operation of their 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, licensed securities dealers or registered institutions in securities; and
- any other persons or institutions whom the Offeror, HKRH and/or Optima consider(s) to be necessary or desirable in the circumstances.

4. Retention of Personal Data

The Offeror, HKRH and/or Optima will keep the personal data provided in this PINK Form of Option Offer Acceptance 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 and other applicable law.

5. Access and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror, HKRH and/or Optima hold 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, HKRH and/or Optima 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, HKRH or Optima (as the case may be).

BY SIGNING THIS PINK FORM OF OPTION OFFER ACCEPTANCE, 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、香港資源及創越融資就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

倘閣下欲就閣下之購股權而接納購股權要約，則閣下須提供所需之個人資料，若未能提供所需資料，可能會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予閣下根據購股權要約應得之代價。

2. 用途

閣下於本粉紅色購股權要約接納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遵循本粉紅色購股權要約接納表格及綜合文件載列之條款及申請手續；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 發佈要約人、香港資源、創越融資及/或彼等各自之代理、高級職員及顧問之通訊；
- 確立香港資源購股權持有人之獲益權利；
- 按法例、規則或規例規定(無論法定或其他規定)或根據對要約人、香港資源、創越融資及/或彼等各自之代理、高級職員及顧問有管轄權的任何政府或監管機構的要求作出披露；
- 披露有關資料以方便進行權益申索；
- 有關要約人、香港資源及創越融資業務之任何其他用途；及
- 有關上述任何其他附帶或關連用途及/或令要約人、香港資源及/或創越融資得以履行其對香港資源購股權持有人及/或適用法規項下之責任，以及香港資源購股權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

本粉紅色購股權要約接納表格提供之個人資料將會保密，惟要約人、香港資源及/或創越融資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，尤其彼等可能向或自下列任何及所有人士及實體披露、獲取、轉交(無論在香港境內或香港境外地區)該等個人資料：

- 要約人、香港資源、創越融資及/或彼等各自之任何代理、高級職員及顧問；
- 為要約人、香港資源及/或創越融資提供與其業務營運有關的行政、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人士或機構，例如閣下之銀行、律師、會計師、持牌證券交易商或註冊證券機構；及
- 要約人、香港資源及/或創越融資認為必需或適當情況下之任何其他人士或機構。

4. 保留個人資料

要約人、香港資源及/或創越融資將按收集個人資料所需的用途保留本粉紅色購股權要約接納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或其他適用法律銷毀或處理。

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、香港資源及/或創越融資是否持有閣下之個人資料，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、香港資源及/或創越融資可就處理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、香港資源或創越融資(視乎情況而定)。

閣下一經簽署本粉紅色購股權要約接納表格即表示同意上述所有條款。