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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 4 March 2008 ("Composite Document") jointly issued by Hensil Investments Group Limited (the "Offeror") and Wing Shan International Limited (the "Company").

除文義另有所指外，本表格所用詞彙與興兆投資集團有限公司（「收購人」）與榮山國際有限公司（「該公司」）聯合刊發日期為二零零八年三月四日的綜合收購要約及回應文件（「綜合文件」）所界定者具相同涵義。



WING SHAN INTERNATIONAL LIMITED

榮山國際有限公司

(Incorporated in the Hong Kong with limited liability)

(於香港註冊成立之有限公司)

(Stock Code: 570)

(股份代號：570)

FORM OF ACCEPTANCE AND CANCELLATION OF OUTSTANDING OPTIONS

RELATING TO SHARES IN WING SHAN INTERNATIONAL LIMITED

有關接納及註銷與榮山國際有限公司股份有關之尚未行使購股權的表格

Wing Shan International Limited

榮山國際有限公司

Rooms 2801-2805, China Insurance Group Building, 141 Des Voeux Road Central, Hong Kong

香港德輔道中141號中保集團大廈2801-2805室

Note: Insert the total number of Outstanding Options for which the Option Offer is accepted. If no number is inserted or a number in excess of your Outstanding Options is inserted on this form and you have signed this form, you will be deemed to have accepted the Option Offer for all your Outstanding Options. 附註： 請填上接納購股權收購要約的尚未行使購股權總數。如閣下已簽署本表格但未在本表格上填上數目，或所填數目超過閣下所持有之未行使購股權，則閣下將被視為已就閣下持有的全部購股權接納購股權收購要約。	FOR THE CONSIDERATION stated below, the Optionholder named below hereby agrees to accept the Option Offer and to cancel the number of outstanding Options relating to the Shares ("Outstanding Option(s)") specified below, upon and subject to the terms and conditions contained herein and in the accompanying Composite Document. 下述的購股權持有人謹此同意根據本表格和隨附之綜合文件中列明的條款和條件，按下列代價，接納購股權收購要約並註銷下列與股份有關的尚未行使購股權（「購股權」）數目。			
	Number of Outstanding Option(s) (Note) 尚未行使購股權數目（附註）		FIGURE 數目	
			WORDS 大寫	
	Details of Optionholder 購股權持有人資料		Surname 姓氏	Forename(s) 名字
			Address 地址	
		Telephone Number 電話號碼		
CONSIDERATION 代價		HK\$0.0001 in cash for each Outstanding Option 就每份尚未行使購股權而言，為現金0.0001港元		

Dated _____ this day of _____ 2008

日期：二零零八年_____月_____日

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：

Name of Witness 見證人姓名 見證人姓名

Signature of Witness 見證人簽署

Address 地址

Occupation 職業

Signature of Optionholder
購股權持有人簽署

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 a licensed securities dealer or registered institution in securities, a bank manager, solicitor, professional accountant or other professional adviser.

This form should be read in conjunction with the Composite Document. Unless the context otherwise requires, terms used in this form shall bear the same meanings as defined in the Composite Document issued by the Offeror and the Company.

HOW TO COMPLETE THIS FORM

To accept the Option Offer made by Optima Capital on behalf of the Offeror, you should complete and sign this form overleaf and forward this form for not less than the number of Outstanding Options in respect of which you intend to accept the Option Offer, by hand or by post, to the Company at Rooms 2801-2805, China Insurance Group Building, 141 Des Voeux Road Central, Hong Kong, marked "Option Offer" on the envelope by no later than 4:00 p.m. on 25 March 2008. The provisions of Appendix I to the Composite Document are incorporated into and form part of this form.

FORM OF ACCEPTANCE AND CANCELLATION OF OUTSTANDING OPTIONS

To: The Offeror and Optima Capital

1. My execution of this form overleaf (whether or not such form is dated) shall be binding on my successors and assigns, and shall constitute:
 - (a) my irrevocable acceptance of the Option Offer made by Optima Capital 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 Outstanding Options specified in this form or, if no such number is specified or a greater number is specified than I am registered as the Optionholder of, in respect of all such Outstanding Options as to which I am registered as the Optionholder;
 - (b) my irrevocable instruction and authority to the Offeror and/or Optima Capital or their respective agent(s) to send a cheque crossed "Not negotiable – account payable only" drawn in my favour for the cash consideration to which I shall have become entitled under the terms of the Option Offer, by ordinary post at my own risk to the person(s) named below or, if no name and address is stated below to me at the registered address shown on the register of Optionholders of the Company.
(Insert here the name and address of the person to whom the cheque is to be sent if different from the registered Optionholder.)
Name: (in block capitals)
Address: (in block capitals)
 - (c) my irrevocable instruction and authority to the Offeror and/or Optima Capital or such person or persons as it/they may direct to complete, amend and execute any document on my behalf, including without limitation to insert a date in this form or, if I 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 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/they may direct my Option(s) tendered for cancellation under the Option Offer; and
 - (d) my agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Optima Capital or their respective agent(s) 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 Offer by me will be deemed to constitute a warranty by me to the Offeror that the number of Outstanding Option(s) specified in this form or, if no such number is specified or a greater number is specified than I am registered as the Optionholder, in respect of all such Outstanding Options as to which I am registered as the Optionholder, is/are free from all liens, charges, encumbrances, rights of pre-emption and any other third party rights of any nature and together with all rights attaching to them as at 12 February 2008.
3. I hereby warrant and represent to you that I am the registered holder of the number of Outstanding Option(s) specified in this form and I have the full right, power and authority to tender the Outstanding Option(s) to the Offeror for cancellation by way of acceptance of the Option Offer.
4. In the event that my 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, in which event, I authorise and request you to return to me this form duly cancelled, by ordinary post at my own risk to the person at the address stated in 1(b) above or, if no name and address is stated, to me at the registered address shown in the register of Optionholders of the Company.
5. I acknowledge that, save as expressly provided in the Composite Document, all the acceptance, instructions, authorisation and undertakings hereby given shall be irrevocable.
6. I understand that no acknowledgement of receipt of any form(s) of acceptance and cancellation will be given.

PERSONAL DATA

Personal Information Collection Statement

The main provisions of the Personal Data (Privacy) Ordinance (the "Ordinance") came into effect in Hong Kong on 20 December 1996. This Personal Information Collection Statement informs you, as the data subject, of the policies and practices of the Offeror, Optima Capital and the Registrar in relation to personal data and the Ordinance.

1. Reasons for the collection of your personal data

To accept the Option Offer, it is necessary for you to supply the latest correct personal data.

Failure to supply the requested data may result in delay or inability of the Offeror and/or Optima Capital and/or the Registrar to effect your acceptance or despatch the consideration to which you are entitled under the Option Offer. It is important that you should inform the Offeror and/or the Registrar immediately of any inaccuracies in the data supplied.

2. Purposes

Your personal data provided in this form 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 form and/or the Composite Document;
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- establishing your entitlements under the Option Offer;
- distributing communication from the Offeror and/or Optima Capital or their respective agents;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims or entitlements; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or Optima Capital to discharge their obligations to you and/or regulators and any other purposes to which you may from time by time agree.

3. Transfer of personal data

The personal data provided in this form will be kept confidential but the Offeror and/or Optima Capital and/or the Registrar may, to the extent necessary for achieving the above purposes 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 Company or its appointed agents such as financial advisers, legal advisers and the Registrar;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or Optima Capital and/or the Registrar in connection with the operation of their business;
- the Stock Exchange, the SFC and any other regulatory or governmental bodies;
- any other persons or institutions with which you have or propose to have dealings, such as bankers, solicitors, accountants or licensed securities dealers; and
- any other persons whom the Offeror, Optima Capital and/or the Registrar consider(s) to be necessary or desirable in the circumstances.

4. Access to and correction of personal data

The Ordinance provides you with rights to ascertain whether the Offeror and/or Optima Capital and/or the Registrar hold your personal data, to obtain a copy of such data, and to correct any personal data that is inaccurate.

In accordance with the Ordinance, the Offeror and/or Optima Capital and/or the Registrar have the right to charge a reasonable fee for processing any data access requests. All requests for access to or correction of personal data or for information regarding policies and practices and the kinds of data held should be addressed to the Offeror and/or Optima Capital and/or the Registrar (as the case may be).

By signing this form, you agree to all of the above.

本表格乃重要文件，閣下須即時處理。閣下如對本表格的任何方面或應採取的行動有任何疑問，應諮詢閣下的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。

本表格應與綜合文件一並閱讀。除文義另有所指外，本表格所用詞彙與收購人及該公司刊發的綜合文件所界定者具相同涵義。

如何填寫本表格

閣下如欲接納創越融資代表收購人所作的購股權收購要約，應填妥並簽署本表格背頁，然後就有關不少於閣下擬接納購股權收購要約的尚未行使購股權數目將本表格親自交回或郵寄回該公司，地址為香港德輔道中141號中保集團大廈2801-2805室，信封上註明「購股權收購要約」，且無論如何須不遲於二零零八年三月二十五日下午四時正送達。綜合文件附錄一的條文收錄於本表格並構成本表格的一部份。

接納及註銷尚未行使購股權表格

致：收購人及創越融資

1. 本人簽署本表格背頁（無論有否填寫日期）將對本人的繼承人及承讓人有約束力，即表示：
- (a) 本人不可撤回地接納由創越融資代表收購人提出並載於綜合文件的購股權收購要約以收取代價，按綜合文件及本表格所載有關條款與條件收購本表格上所填尚未行使購股權數目，如未有指定購股權數目或指定購股權數目較本人以購股權持有人名義登記的購股權數目為多，則接納收購人以購股權持有人名義登記持有的全部未行使購股權；
- (b) 本人不可撤回地指示並授權收購人及／或創越融資或彼等各自的代理，將本人根據購股權收購要約的條款應得的現金代價以「不得轉讓一只准入抬頭人賬戶」方式開出劃線支票按下列姓名及地址以普通郵遞方式寄予所列人士（或如無填寫姓名及地址，則按該公司購股權持有人名冊的登記地址寄予本人），郵誤風險由本人承擔。
- （如收取支票人士的姓名及地址並非登記購股權持有人所登記的姓名及地址，則請在本欄填上應收取支票的人士的姓名及地址。）
- 姓名：（請用正楷填寫）.....
- 地址：（請用正楷填寫）.....
- (c) 本人不可撤回地指示並授權收購人及／或創越融資或其／彼等可能指定的任何人士代表本人填妥、修改及簽署任何文件，包括但不限於在本表格填上日期，或如本人或任何其他人士已填上日期，則刪去該日期而填上另一日期，並於本表格填上、刪去、修改或替換承讓人及採取任何必要或適宜的行動，使本人的購股權歸收購人或其可能指定根據購股權收購要約以註銷購股權而向之交回購股權的人士所有；及
- (d) 本人同意認可收購人及／或創越融資或彼等各自的代理或其在行使本表格所載的任何授權時可能指定的人士可能進行或實施的任何行動或事宜。
2. 本人明白本人接納購股權收購要約將被視為構成本人向收購人作出保證，表示本表格所列尚未行使購股權數目（或倘無列明購股權數目或所列的購股權數目高於本人以購股權持有人名義登記的數目，則就本人以購股權持有人名義登記的全部未行使購股權而言）並不附有任何留置權、押記、產權負擔、優先購買權及任何其他性質的第三者權益，並確保該等購股權可享有於二零零八年二月十二日所附帶的一切權利。
3. 本人謹此向閣下保證及聲明，本人為本表格所列明尚未行使購股權數目的登記持有人，而本人有充分的權利、權力及授權透過接納購股權收購要約向收購人提呈註銷該等尚未行使購股權。
4. 如按購股權收購要約的條款本人的接納為無效或被視為無效，則上文第1段所載的所有指示、授權及承諾均會終止。在此情況下，本人授權並要求閣下將本人已正式註銷的本表格以普通郵遞方式按上文第1(b)段所列地址寄予有關人士，如未有列明姓名及地址者，則按該公司購股權持有人名冊的登記地址寄予本人，郵誤風險由本人承擔。
5. 本人明白除綜合文件指明者外，所有特此作出的接納、指示、授權及承諾乃不可撤回。
6. 本人明白不會就任何接納及註銷表格獲發收訖通知。

個人資料

個人資料收集聲明

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。本個人資料收集聲明旨在知會閣下有關於收購人、創越融資及股份過戶登記處就個人資料及該條例所採用的政策及慣例。

1. 收集閣下個人資料的原因

為接納購股權收購要約，閣下須提供最新及正確的個人資料。

倘閣下未能提供所需資料，則可能導致收購人及／或創越融資及／或股份過戶登記處延遲或未能處理閣下的接納申請，或向閣下寄發根據購股權收購要約閣下有權收取的代價。注意：如所提供的資料不準確，閣下須即時知會收購人及／或股份過戶登記處。

2. 用途

閣下在本表格提供的個人資料可能會以任何方式被使用、持有及／或保存，從而：

- 處理閣下的接納申請及核實遵循本表格及／或綜合文件載列的條款及申請程序；
- 核實或協助核實簽名，並進行任何其他資料核實或交換；
- 確定閣下根據購股權收購要約有權取得的配額；
- 分發自收購人及／或創越融資或彼等各自的代理的通訊；
- 按法例、規則或規定（無論是法定還是其他規定）作出披露；
- 披露有關資料以便索償或享有配額；及
- 有關上文所述的任何其他附帶或相關的用途及／或以便收購人及／或創越融資履行彼等對閣下及／或監管機構的責任，及閣下不時同意的任何其他用途。

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，但收購人及／或創越融資及／或股份過戶登記處為達致上述任何用途，可能作出彼等認為必需的查詢，以確認個人資料的準確性；彼等尤其可能向或從下列任何及所有人士及實體披露、獲取或轉交（無論在香港或香港以外地區）有關個人資料：

- 該公司或其委任代理，例如財務顧問、法律顧問及股份過戶登記處；
- 為收購人及／或創越融資及／或股份過戶登記處的業務經營提供行政、電訊、電腦、付款或其他服務的任何代理、承包商或第三方服務供應商；
- 聯交所、證監會及任何其他監管或政府機構；
- 與閣下進行交易或擬進行交易的任何其他人士或機構，例如銀行、律師、會計師或持牌證券交易商；及
- 收購人、創越融資及／或股份過戶登記處認為必需或適宜的任何其他人士。

4. 查閱及更正個人資料

該條例賦予閣下權利，可向收購人及／或創越融資及／或股份過戶登記處確定是否持有閣下的個人資料，並獲取該資料副本，以及更正任何錯誤的個人資料。

依據該條例的規定，收購人及／或創越融資及／或股份過戶登記處有權就查閱任何資料的要求收取合理的手續費。查閱資料或更正個人資料，或查閱有關政策、慣例及所持資料類型的資料，應向收購人及／或創越融資及／或股份過戶登記處（視乎情況而定）提出。

本表格一經簽署即表示閣下同意上述所有條款。