

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 Form of 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 Form of 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接納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 Pink Form of Acceptance shall bear the same meanings as those defined in the composite offer and response document dated 14 May 2015 (the "Composite Document") jointly issued by Greenheart Group Limited (the "Company") and Newforest Limited (the "Offeror").

除文義另有所指外，本粉紅色接納表格所用詞彙與綠森集團有限公司（「本公司」）與Newforest Limited（「要約人」）於二零一五年五月十四日聯合刊發之綜合要約及回應文件（「綜合文件」）所界定者具有相同涵義。

PINK FORM OF ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE CONVERTIBLE NOTES OFFER.

粉紅色接納及過戶表格在 閣下欲接納可換股票據要約時適用。



GREENHEART GROUP LIMITED

綠森集團有限公司*

(incorporated in Bermuda with limited liability)

(於百慕達註冊成立之有限公司)

(Stock Code: 094.HK)

(股份代號：094.HK)

PINK FORM OF ACCEPTANCE AND TRANSFER OF THE CONVERTIBLE NOTES DUE 17 AUGUST 2015 ISSUED BY GREENHEART GROUP LIMITED

綠森集團有限公司

發行於二零一五年八月十七日到期之可換股票據之粉紅色接納及過戶表格

All parts should be completed 每項均須填寫

FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the Convertible Note(s) held by the Transferor(s) specified below subject to the terms and conditions contained herein and in the accompanying Composite Document. 根據本表格及隨附之綜合文件所載條款及條件，下列「轉讓人」現按下列代價，將以下註明轉讓人所持有之可換股票據轉讓予下列「承讓人」。		
Face value of Convertible Note(s) to be transferred (Note 1) 將予轉讓之可換股票據面值 (附註1)	AMOUNT 金額 US\$ 美金	WORDS 大寫
Certificate number(s) 證書號碼		
TRANSFEROR(S) name(s) and address in full 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：	Forename(s): 名字：
	Registered address: 登記地址：	
	Telephone number: 電話號碼：	
CONSIDERATION 代價	HK\$2.76 in cash for each US\$1 outstanding face value of the Convertible Notes 每份未償還面值1美元之可換股票據現金2.76港元	
TRANSFEEE 承讓人	Name 名稱：Newforest Limited Correspondence address 通訊地址：	Suite 18D, 19-25 Jervois Street, Hong Kong 香港蘇杭街19-25號18D室
	Occupation 職業：	Corporation 法團

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 of witness 見證人地址_____

Occupation of witness 見證人職業_____

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

Date of submission of this PINK Form of
Acceptance and Transfer
提交本粉紅色接納及過戶表格之日期



**ALL JOINT
HOLDERS MUST
SIGN HERE**
所有聯名
持有人均必須
於本欄簽署

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	For and on behalf of 代表 Newforest Limited
SIGNATURE OF WITNESS 見證人簽署_____	Authorised Signatory(ies) 授權簽署人
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 of Transferee 承讓人簽署
Date of Transfer 轉讓日期_____	

Note 1: Insert the face value of the Convertible Notes for which the Convertible Notes Offer is accepted. If no face value of the Convertible Notes is specified or if the total face value of the Convertible Notes specified in this Pink Form of Acceptance is greater than the Convertible Notes tendered, you will be deemed to have accepted the Convertible Notes Offer in respect of the face value of the Convertible Notes tendered by you. If the face value of the Convertible Notes specified in this Pink Form of Acceptance is smaller than the Convertible Notes tendered and you have signed this Pink Form of Acceptance, you will be deemed to have accepted the Convertible Notes Offer in respect of the face value of the Convertible Notes equal to the face value of the Convertible Notes specified in this Pink Form of Acceptance.

附註1：請填上接納可換股票據要約之可換股票據面值。倘於本粉紅色接納表格並無指定可換股票據面值或倘指定之可換股票據總面值大於所提交可換股票據面值，則 閣下將被視為就相等於閣下所提交之可換股票據面值接納可換股票據要約。倘於本粉紅色接納表格指定之可換股票據面值少於所提交可換股票據面值，而 閣下已簽署本粉紅色接納表格，則 閣下將被視為就相等於本粉紅色接納表格指定之可換股票據面值接納可換股票據要約。

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

If you are in any doubt as to any aspect of this Pink Form of Acceptance 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 otherwise transferred all your Convertible Notes, you should at once hand this Pink Form of Acceptance and the accompanying Composite Document to the purchaser(s) or 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 Notes Offer to the Overseas Holders may be prohibited or affected by the laws of the relevant jurisdictions. If you are an Overseas Holder, you should obtain appropriate legal advice regarding the implications of the Convertible Notes Offer in the relevant jurisdictions with a view to observing any applicable legal or regulatory requirements. It is your responsibility if you wish to accept the Convertible Notes Offer to satisfy yourself as to the full observance of the laws and regulations of the relevant jurisdictions in connection therewith, including but not limited to the obtaining of any governmental, exchange control or other consents which may be required and the compliance with other necessary formalities or regulatory or legal requirements. You will also be fully responsible for the payment of any transfer or other taxes and duties by whomsoever payable in respect of all relevant jurisdictions. The Offeror, VMS and any person involved in the Convertible Notes Offer shall be entitled to be fully indemnified and held harmless by you for any taxes as you may be required to pay. Acceptance of the Convertible Notes Offer by you will constitute a representation and warranty by you that the local laws and requirements have been complied with and you are permitted under all applicable laws to receive and accept the Convertible Notes Offer, and any revision thereof, and such acceptance shall be valid and binding in accordance with all applicable laws.

This Pink Form of Acceptance should be read in conjunction with the Composite Document.

HOW TO COMPLETE THIS PINK FORM OF ACCEPTANCE

Holders of Convertible Notes are advised to read carefully the Composite Document before deciding whether or not to accept the Convertible Notes Offer.

To accept the Convertible Notes Offer made by VMS on behalf of the Offeror, you should complete and sign this Pink Form of Acceptance and forward this Pink Form of Acceptance, together with 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 face value of the Convertible Notes in respect of which you wish to accept the Convertible Notes Offer, by post or by hand, marked "Convertible Notes Offer" on the envelope, to the company secretary of the Company at 16/F Dah Sing Financial Centre, 108 Gloucester Road, Wanchai, Hong Kong as soon as practicable, but in any event so as to reach the company secretary of the Company no later than 4:00 p.m. on Thursday, 4 June 2015 (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 Pink Form of Acceptance.

PINK FORM OF ACCEPTANCE IN RESPECT OF THE CONVERTIBLE NOTES OFFER

To: The Offeror and VMS

1. My/Our execution of this Pink Form of Acceptance (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 Convertible Notes Offer made by VMS on behalf of the Offeror and contained in the Composite Document on and subject to the terms therein and herein mentioned, in respect of the face value of the Convertible Notes specified in this Pink Form of Acceptance or, (i) if no face value of the Convertible Notes is specified, or the total face value of the Convertible Notes specified is greater than the face value of the Convertible Notes tendered, as supported by the certificate(s) of the Convertible Notes, the transfer receipt and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), I/we am/are deemed to have accepted the Convertible Notes Offer in respect of the face value of the Convertible Notes tendered by me/us, as supported by the certificate(s) of the Convertible Notes, the transfer receipt and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof); and (ii) if the face value of the Convertible Notes specified in this Pink Form of Acceptance is smaller than the Convertible Notes tendered, as supported by the certificate(s) of the Convertible Notes and/or any other document(s) of title, I/we am/are deemed to have accepted the Convertible Notes Offer in respect of the face value of the Convertible Notes as shall be equal to the face value of the Convertible Notes specified in this Pink Form of Acceptance;
 - (b) my/our irrevocable instruction and authority to each of the Offeror and/or VMS and/or their respective agent(s) to send a cheque crossed "Not negotiable – account payee only" drawn in my/our favour for the cash consideration to which I/we shall have become entitled under the terms of the Convertible Notes Offer after deducting all seller's(s') ad valorem stamp duty payable by me/us in connection with my/our acceptance of the Convertible Notes 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 holders of Convertible Notes) at the registered address shown in the register of the holders of Convertible Notes as soon as possible but in any event within 7 Business Days of the date of the receipt of all the relevant documents by the company secretary of the Company to render the acceptance under the Convertible Notes Offer complete and valid;
(Insert name and address of the person to whom the cheque is to be sent if different from the registered holder(s) of the relevant Convertible Notes or the first-named of joint registered holders of Convertible Notes.)
Name: (in block letters)
Address: (in block letters)
 - (c) my/our irrevocable instruction and authority to each of the Offeror and/or VMS and/or such person or persons as any of them may direct for the purpose, on my/our behalf, to make and execute the contract note as required by Section 19(1) of the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong) to be made and executed by me/us as the seller(s) of the Convertible Notes to be sold by me/us under the Convertible Notes Offer and to cause the same to be stamped and to cause an endorsement to be made on this Pink Form of Acceptance in accordance with the provisions of that Ordinance;
 - (d) my/our irrevocable instruction and authority to each of the Offeror and/or VMS 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 Convertible Notes Offer and to do any other act that may be necessary or expedient for the purpose of vesting in the Offeror and/or such person or persons as it may direct my/our Convertible Notes tendered for acceptance of the Convertible Notes Offer;
 - (e) 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 Notes tendered for acceptance under the Convertible Notes Offer to the Offeror 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 of the Announcement and that such holders of Convertible Notes will surrender to the Offeror all of his/her existing rights, if any, in respect of the Convertible Notes; and
 - (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or VMS 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.
2. I/We understand that acceptance of the Convertible Notes Offer by me/us will be deemed to constitute a representation and warranty by me/us to the Offeror and VMS that (i) the face value of Convertible Notes specified in this Pink Form of Acceptance will be sold free from 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 of the Announcement and that such holders of Convertible Notes will surrender to the Offeror all of his/her existing rights, if any, in respect of the Convertible Notes; and (ii) I/we have not taken or omitted to take any action which will or may result in the Company, the Offeror or any other person acting in breach of the legal or regulatory requirements of any territory in connection with the Convertible Notes Offer or his/her acceptance thereof, and am/are permitted under all applicable laws to receive and accept the Convertible Notes 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 Notes Offer, all instructions, authorisations and undertakings contained in paragraph 1 above will 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 any satisfactory indemnity or indemnities required in respect thereof), together with this Pink Form of Acceptance 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 holders of Convertible Notes) at the registered address shown in the register of the holders of Convertible Notes.
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 the relevant Convertible Notes which are to be held by you on the terms and conditions of the Convertible Notes Offer. I/We understand that no acknowledgement of receipt of any Pink Form(s) of Acceptance, 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) 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 holder(s) of Convertible Notes specified in this Pink Form of Acceptance. I/We have the full right, power and authority to sell and pass the title and ownership of my/our Convertible Notes to the Offeror by way of acceptance of the Convertible Notes 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 holders of Convertible Notes in connection with my/our acceptance of the Convertible Notes 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 holders of Convertible Notes in connection with my/our acceptance of the Convertible Notes Offer.
8. I/We acknowledge that, save as expressly provided in the Composite Document and this Pink Form of Acceptance, all acceptance, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.
9. I/We acknowledge that my/our Convertible Notes sold to the Offeror by way of the Convertible Notes Offer will be registered under the name of the Offeror or its nominee.

PERSONAL DATA

Personal Information Collection Statements

This personal information collection statement informs you of the policies and practices of the Offeror, VMS and the company secretary of 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 Convertible Notes Offer for your Convertible Notes, 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 Convertible Notes Offer.

2. Purposes

The personal data which you provide on this Pink Form of Acceptance 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 Pink Form of Acceptance and the Composite Document;
- registering transfers of the Convertible Notes out of your name;
- maintaining or updating the relevant register of holders of Convertible Notes;
- 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 and the company secretary of the Company;
- compiling statistical information and profiles of the holder of Convertible Notes;
- establishing benefit entitlements of the holders of Convertible Notes;
- 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; and

- any other incidental or associated purposes relating to the above and other purpose to which the holders of Convertible Notes 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 Acceptance will be kept confidential but the Offeror and/or VMS and/or the company secretary of 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, VMS, any of their agents and the company secretary of the Company;
- any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or VMS and/or the company secretary of the Company;
- 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 VMS and/or the company secretary of 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 VMS and/or the company secretary of 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 VMS and/or the company secretary of 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, VMS or the company secretary of the Company (as the case may be).

BY SIGNING THIS PINK FORM OF 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、鼎珮及本公司之公司秘書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

如就閣下之可換股票據接納可換股票據要約，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被拒或受到延誤。這亦可能妨礙或延遲寄發閣下根據可換股票據要約應得之代價。

2. 用途

閣下於本粉紅色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：

- 處理閣下之接納及核實或遵循本粉紅色接納表格及綜合文件載列之條款及申請手續；
- 登記自閣下主義轉出之可換股票據轉讓；
- 保存或更新有關可換股票據持有人名冊；
- 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)及本公司之公司秘書發佈通訊；
- 編製統計資料及可換股票據持有人之資料；
- 確立可換股票據持有人之獲益權利；
- 披露有關資料以方便進行權益申索；
- 按法例、規則或規例規定(無論法定或其他規定)作出披露；
- 有關要約人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可換股票據持有人可能不時同意或獲悉之其他用途。

3. 轉交個人資料

本粉紅色接納表格提供之個人資料將會保密，惟要約人及／或鼎珮及／或本公司之公司秘書為達致上述或有關任何上述之用途，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(無論在香港境內或香港境外地區)該等個人資料：

- 要約人、鼎珮、其任何代理及本公司之公司秘書；
- 為要約人及／或鼎珮及／或本公司之公司秘書提供行政、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／或鼎珮及／或本公司之公司秘書於有關情況下認為必需或適當之任何其他個人或機構。

4. 獲取及更正個人資料

根據該條例之規定，閣下可確認要約人及／或鼎珮及／或本公司之公司秘書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，要約人及／或鼎珮及／或本公司之公司秘書可就獲取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、鼎珮或本公司之公司秘書(視情況而定)。

閣下一經簽署本粉紅色接納表格即表示同意上述所有條款