

Unless the context otherwise requires, terms used in this Form of Acceptance shall bear the same meanings as those defined in the offer document dated 27 January 2025 issued by China National Building Material Company Limited (the "Offer Document").

除文意另有所指外，本接納表格所用詞彙與中國建材股份有限公司於二零二五年一月二十七日刊發之要約文件(要約文件)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 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。



China National Building Material Company Limited

中國建材股份有限公司

(a joint stock limited company incorporated in the People's Republic of China with limited liability of its members)
(在中華人民共和國註冊成立的成員責任有限的股份有限公司)

(Stock code: 3323)
(股份代號: 3323)

FORM OF ACCEPTANCE OF CONDITIONAL CASH OFFER BY MORGAN STANLEY ASIA LIMITED ON BEHALF OF CHINA NATIONAL BUILDING MATERIAL COMPANY LIMITED TO BUY-BACK UP TO 841,749,304 H SHARES AT HK\$4.03 PER H SHARE

摩根士丹利亞洲有限公司代表
中國建材股份有限公司

提出按每股H股4.03港元回購最多841,749,304股H股之
有條件現金要約之接納表格

Please ONLY complete BOXES 1, 2, 3 and sign BOX 6
(Please see instructions overleaf)
只須填寫第一、二、三格，並於第六格簽署
(請參閱背頁之指示)

Registrar: Tricor Investor Services Limited
過戶登記處: 卓佳證券登記有限公司

17/F, Far East Finance Centre
16 Harcourt Road, Hong Kong
香港夏慤道16號
遠東金融中心17樓

FOR THE CONSIDERATION stated below, the "Transferor(s)" named below hereby transfers to the "Transferee" named below the H Share(s) specified below or any lesser number subject to the terms and conditions contained herein and in the accompanying Offer Document.
根據本表格及附奉的要約文件所載之條款及條件，下列「轉讓人」現按下列代價，將以下註明之H股或任何較少H股數目轉讓予下列「承讓人」。

BOX 1 第一格 DO NOT COMPLETE 請勿填寫本欄	Number of H Shares for which the Offer is accepted (Note) 接納要約之H股數目(附註)	Number 數目	Words 大寫
BOX 2 第二格	Number of H Shares to be transferred 將予轉讓H股數目	Number 數目	Words 大寫
BOX 3 第三格	SHARE CERTIFICATE NUMBER(S) 股票號碼		
BOX 4 第四格	Transferor(s) name(s) and address(es) in full 轉讓人姓名及詳細地址 (Either typewritten or written in block capitals) (請用打字機或正楷填寫)	Surname(s) or company name(s) 姓氏或公司名稱	Other Name(s) 名字
BOX 5 第五格	CONSIDERATION 代價	Address(es) 地址	Telephone Number 電話號碼
BOX 6 第六格	TRANSFEEEE 承讓人	HK\$4.03 per H Share to be satisfied by cash 每股H股4.03港元(將以現金支付)	
BOX 7 第七格	DO NOT COMPLETE 請勿填寫本欄	Name 名稱: China National Building Material Company Limited 中國建材股份有限公司 Registered Office 註冊辦事處: Tower 2 (Building B), Guohai Plaza, 17 Fuxing Road, Haidian District, Beijing, the PRC 中國北京市海澱區復興路17號國海廣場2號樓(B座)	For and on behalf of 代表 China National Building Material Company Limited 中國建材股份有限公司
	Signed by or for and on behalf of the Transferor(s) in the presence of: 轉讓人或其代表在下列見證人見證下簽署:		Signature(s) of Transferee or its duly authorised agent(s) 承讓人或其正式授權代理人簽署
	SIGNATURE OF WITNESS 見證人簽署		Name of Authorised Signatory(ies) 授權簽署人姓名
	NAME OF WITNESS 見證人姓名		Date of transfer 過戶日期
	Address of witness 見證人地址		
	Occupation of witness 見證人職業		

Note: Please insert the total number of H Shares for which the Offer is accepted. If no number is inserted or if the total number inserted in the form is greater than the H Shares tendered by you, as supported by the H Share certificate(s), transfer receipt(s) and/or any other documents of title (and/or any satisfactory indemnity or indemnities required in respect thereof) (the "Title Documents") or a mark other than a legible number (including "M", "X", "O", a word or an illegible number or character is inserted, your Form of Acceptance will be considered as incomplete and will be returned to you for correction and resubmission. Any corrected Form of Acceptance must be re-submitted and received by the Registrar by not later than 4:00 p.m. (Hong Kong time) on 5 March 2025 (Wednesday) or such later time(s) and/or date(s) as may be announced by the Company in compliance with the Codes and approved by the Executive. If you wish to accept the Offer in respect of only part of your H Shares, you should arrange for the Title Documents in respect of your H Shares to be split through the Registrar before submitting the Form of Acceptance such that the number of H Shares inserted in the Form of Acceptance shall be the same as the number of H Shares represented by the Title Documents submitted with such Form of Acceptance. In any event, the valid Form of Acceptance should be submitted and received by the Registrar by not later than 4:00 p.m. (Hong Kong time) on 5 March 2025 (Wednesday) or such later time(s) and/or date(s) as may be announced by the Company in compliance with the Codes and approved by the Executive.

Subject to the Offer becoming unconditional, the total number of H Shares bought-back by the Company from you will be determined by the total number of H Shares tendered for acceptance in accordance with the formula set out in the Offer Document. Fractions of H Shares will not be bought-back under the Offer. The number of H Shares to be bought-back by the Company in respect of your acceptance will be rounded up or down to the nearest whole number at the discretion of the Company, provided that the number of H Shares which will be bought-back by the Company will not exceed the Maximum Number.

附註: 請填上接納要約之H股總數。倘並無填上數目或倘表格內填上之總數超過 閣下所提交的H股(以H股股票、過戶收據及/或其他所有權證)及/或任何就此所需之一份或多份令人信納的擔保證明(「所有權證」)或填上難以辨識的符號(包括「✓」、「X」、「○」)或詞、或難以辨識的數字或字樣,則 閣下的接納表格將被視為不完整,並會退回。閣下以作更正及重新提交,任何經更正接納表格必須於二零二五年三月五日(星期三)下午四時正(香港時間)或本公司根據該等守則可能公佈及執行人員批准之有關較後時間及/或日期前進行提交並送交過戶登記處。倘 閣下知欲僅就部分H股接納要約,應先交納接納表格前向過戶登記處安排將所分之有關H股之所有權證,從接納表格填上之H股數目與現有有關接納表格提交之所有權證所代表之H股數目相同。在任何情況下,有效的接納表格應於二零二五年三月五日(星期三)下午四時正(香港時間)或本公司根據該等守則可能公佈並獲執行人員批准之有關較後時間及/或日期之前遞交及由過戶登記處收訖。

待要約成為無條件後,本公司自 閣下回購的H股總數將就提呈接納的H股總數按要約文件的公式釐定。根據要約,非整數的H股將不會獲回購。本公司就 閣下的接納意向 閣下回購的H股數目,將會由本公司的決定上調或下調以達至最接近該總數,前提是本公司將予回購的H股總數不會超過最高數目。

Personal Information Collection Statement Personal Data

This personal information collection statement informs you of the policies and practices of the Company, Morgan Stanley and the Registrar and in relation to personal data and the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Ordinance").

- Reasons for the collection of your personal data**
To accept the Offer for your H Share(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 Offer.
- Purposes**
The personal data which you provide on this 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 Form of Acceptance and the Offer Document;
 - registering transfers of the H Share(s) of your name;
 - maintaining or updating the Registrar of Members;
 - conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
 - distributing communications from the Company, Morgan Stanley and/or their respective agents, officers and advisers and the Registrar;
 - compiling statistical information and Shareholder profiles;
 - establishing benefit entitlements of the Shareholders;
 - 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 Company, Morgan Stanley or the Registrar; and
 - any other incidental or associated purposes relating to the above and/or to enable the Company, Morgan Stanley and/or the Registrar to discharge their obligations to the Shareholders and/or regulators and/or under applicable regulations, and other purposes to which the Shareholders may from time to time agree to or be informed of.

- Transfer of personal data**
The personal data provided in this Form of Acceptance will be kept confidential but the Company and/or Morgan Stanley and/or 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 Company, Morgan Stanley, any of their respective agents, officers and advisers and the Registrar;
 - any agents, contractors or third party service providers who offer administrative, telecommunications, computer, payment or other services to the Company and/or Morgan Stanley and/or the Registrar, in connection with the operation of their businesses;
 - 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 institutions in securities; and
 - any other persons or institutions whom the Company and/or Morgan Stanley and/or the Registrar consider(s) to be necessary or desirable in the circumstances.
- Retention of Personal Data**
The Company, Morgan Stanley and the Registrar will keep the personal data provided in this form for as long as necessary to fulfill 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.
- Access and correction of personal data**
The Ordinance provides you with rights to ascertain whether the Company and/or Morgan Stanley and/or the Registrar holds(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 Company and/or Morgan Stanley and/or 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 Company, Morgan Stanley or the Registrar (as the case may be).

BY SIGNING THIS FORM OF ACCEPTANCE, YOU AGREE TO ALL OF THE ABOVE.

收集個人資料聲明 個人資料

本收集個人資料聲明旨在知會 閣下有關於本公司、摩根士丹利及過戶登記處以及有關個人資料及香港法例第486章個人資料(私隱)條例(「條例」)之政策及慣例。

- 收集 閣下個人資料之原因**
為接受 閣下之H股接納要約, 閣下須提供所需個人資料。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絕或受到延誤。這亦可能妨礙或延遲寄發 閣下根據要約應得之代價。
- 用途**
閣下於本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確保本接納表格及要約文件報列之條款及申請手續;
 - 登記以 閣下名義之H股轉讓;
 - 保存或更新股東名冊;
 - 進行或協助進行簽名核實, 以及進行任何其他資料核實或交換;
 - 自本公司、摩根士丹利及/或彼等各自之代理人、人員及顧問及過戶登記處發傳傳單;
 - 編製統計資料及股東資料;
 - 確立股東之受益權利;
 - 披露有關資料以方便進行權利申索;
 - 按法律、規則或條例規定或任何其他規定作出披露;
 - 有關本公司、摩根士丹利或過戶登記處業務之任何其他用途; 及
 - 有關上文任何其他附帶或關連用途及/或令本公司、摩根士丹利及/或過戶登記處得以履行彼等對股東及/或監管機構及/或適用法規項下之責任及股東可能不時同意或獲悉之其他用途。

- 轉交個人資料**
本接納表格提供之個人資料將會保密,惟本公司及/或摩根士丹利及/或過戶登記處為達成上述或有關任何其他用途, 可能作出彼等認為必需之查詢, 以確認資料之準確性, 包括向下列任何人士或實體查詢, 獲取資料(無論在香港境內或香港境外地區)等個人資料:
 - 本公司、摩根士丹利、彼等各自之任何代理人、人員及顧問及過戶登記處;
 - 為本公司及/或摩根士丹利及/或過戶登記處之業務經營商而提供行政、電話、電郵、付款或其他服務之任何代理人、承包商或協力廠商服務供應商;
 - 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、會計師或持牌證券交易商或註冊證券機構; 及
 - 本公司及/或摩根士丹利及/或過戶登記處於有關情況下認為必需或適當之任何其他人士或機構。
- 保留個人資料**
本公司、摩根士丹利及過戶登記處將按收集個人資料所需用途保留本表格所收集之個人資料, 無須保留之個人資料將會根據條例及其他適用法律銷毀或處理。
- 存取及更正個人資料**
條例規定, 閣下有權認本公司及/或摩根士丹利及/或過戶登記處是否持有 閣下之個人資料, 獲取該資料副本, 以及更正任何錯誤資料。依據條例, 本公司及/或過戶登記處及/或過戶登記處有權處理任何資料請求收取合理手續費。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別之資料之所有請求, 須提交予本公司、摩根士丹利或過戶登記處(視情況而定)。

閣下簽署本接納表格即表示同意上述所有條款。

THIS FORM OF ACCEPTANCE IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in any doubt as to any aspect of this Form of Acceptance or the Offer or as to the action you should take, you should consult a licensed securities dealer or registered institution in securities, bank manager, solicitor, professional accountant or other professional adviser.

This Form of Acceptance should be read in conjunction with the accompanying Offer Document. The definitions used in the Offer Document apply to this Form of Acceptance, unless the context otherwise requires. The provisions of Appendix I to the Offer Document are deemed to be incorporated in and form part of this Form of Acceptance and should be read carefully by each Qualifying Shareholder.

If you have sold or otherwise transferred all your H Shares, you should at once hand this Form of Acceptance and the Offer Document to the purchaser(s) or transferee(s) or to the bank, the licensed securities dealer or other agent through whom the sale or transfer was effected for onward transmission to the purchaser(s) or transferee(s).

Morgan Stanley is making the Offer on behalf of the Company. The making of the Offer to the Overseas Shareholders may be prohibited or affected by the laws of the relevant jurisdictions. If you are an Overseas Shareholder, you should obtain appropriate legal advice regarding the implications of the Offer in the relevant jurisdictions with a view to observing all applicable legal or regulatory requirements. It is your responsibility if you wish to accept the 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 all 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 payable by you in respect of all relevant jurisdictions. The Company, Morgan Stanley, the Registrar or any of their respective directors or any other person involved in the 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 Offer by you will constitute a warranty by you that you are permitted under all applicable laws to receive and accept the Offer, and any revision thereof, and such acceptance shall be valid and binding in accordance with all applicable laws.

The provisions set out herein form part of the terms and conditions of the Offer and this Form of Acceptance should be read in conjunction with the Offer Document.

WARNING: You should read carefully the instructions before completing this Form of Acceptance.

NO ACCEPTANCES RECEIVED ARE ENTITLED TO BE WITHDRAWN AFTER THE OFFER HAS BECOME, OR HAS BEEN DECLARED, UNCONDITIONAL EXCEPT IN ACCORDANCE WITH RULE 19.2 OF THE TAKEOVERS CODE.

HOW TO COMPLETE THIS FORM OF ACCEPTANCE

To accept the Offer made by Morgan Stanley on behalf of the Company, you should complete and sign this Form of Acceptance overleaf and forward this entire Form of Acceptance, together with the relevant Title Documents, for not less than the number of H Shares in respect of which you wish to accept the Offer, by post or by hand, to the Registrar, Tricor Investor Services Limited, at 17/F, Far East Finance Centre, 16 Harcourt Road, Hong Kong, in an envelope marked "China National Building Material Company Limited – Buy-back Offer" as soon as possible but in any event so as to reach the Registrar by not later than 4:00 p.m. (Hong Kong time) on 5 March 2025 (Wednesday) (or such later time and/or date as the Company may decide and announce, subject to the Codes). Should any Qualifying Shareholder require any assistance in completing this Form of Acceptance or have any queries regarding the procedures for tendering and settlement or any other similar aspect of the Offer, he/she may contact the Registrar on its telephone hotline at (852) 2980 1333 during the period from 27 January 2025 (Monday) to the Final Closing Date of the Offer (which is expected to be 5 March 2025 (Wednesday) assuming that the Offer becomes or is declared unconditional on the First Closing Date) (both days inclusive) between 9:00 a.m. and 6:00 p.m. (Hong Kong time) from Mondays to Fridays (excluding Hong Kong public holidays).

FORM OF ACCEPTANCE IN RESPECT OF THE OFFER

To: Morgan Stanley, the Company and the Registrar

- My/Our execution of the Form of Acceptance overleaf (whether or not such form is dated and which shall be binding on my/our personal representatives, heirs, successors and assigns) shall constitute:
 - my/our irrevocable acceptance of the Offer made by Morgan Stanley on behalf of the Company and contained in the Offer Document on and subject to the terms therein and herein mentioned, in respect of the number of H Shares specified in the Form of Acceptance;
 - my/our acceptance that the provisions of this Form of Acceptance and the other terms and conditions in the Offer Document are deemed to be incorporated into the terms and conditions of the Offer;
 - my/our instruction and authority to the Company and/or Morgan Stanley or their respective agent(s) to collect from the Company or the Registrar on my/our behalf the share certificate(s) in respect of the H Shares due to be issued to me/us in accordance with, and against surrender of, the enclosed transfer receipt(s) (if any), which has/have been duly signed by me/us and to deliver the same to the Registrar and to authorise and instruct the Registrar to hold such share certificate(s) subject to the terms of the Offer, as if it were/they were share certificate(s) delivered to the Registrar together with this Form of Acceptance;
 - my/our instruction and authority to the Company or its agent(s) or the Registrar (as applicable) to send a cheque crossed "Not negotiable – account payee only" drawn in my/our favour for the consideration to which I/we shall have become entitled under the terms of the Offer (and/or, as applicable, balancing share certificate(s) (the balancing share certificate will be sent/returned in jumbo form unless the Registrar is otherwise duly informed in writing in advance)) by ordinary post at my/our risk or in favour of the person named below or, if no name and address is stated below, to the first-named Accepting Shareholder at the registered address shown in the Register of Members;
(Insert here the name and address of the person to whom the cheque and other documents are to be sent if different from the registered Accepting Shareholder or the first-named of the joint registered Accepting Shareholders.)
Name: (in block capitals)
Address:
 - my/our instruction and authority to the Company, the Registrar or such person or persons as it may direct for the purpose, on my/our behalf, to make and execute the contract note and any other document, including an instrument of transfer, required by Section 19(1) of the Stamp Duty Ordinance (Chapter 117 of the Laws of Hong Kong), if applicable to be made and executed by me/us as the seller(s) of the H Shares to be sold by me/us under the Offer and to cause the same to be stamped and to cause an endorsement to be made on the Form of Acceptance (or instrument of transfer, if required) in accordance with the provisions of that Ordinance if applicable;
 - my/our instruction and authority to the Company, the Registrar or such person or persons as it may direct for the purpose of completing and executing the Form of Acceptance or any document (including, without limitation, any consolidated share transfer form) on my/our behalf including without limitation to insert a date in the Form of Acceptance or, if applicable, form of transfer; or, if I/we 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 selling my/our H Shares to the Company;
 - my/our instruction and authority to the Company, the Registrar or such person or persons as it may direct for the purpose to insert in the number of H Shares to be bought-back by the Company or, if I/we or any other person shall have inserted a number, to delete such number and insert another number, provided that such number shall not exceed the number inserted, or deemed to be inserted, and to insert the corresponding share certificate number(s) or if I/we or any other person shall have inserted an incorrect share certificate number, to delete such share certificate number and insert the correct share certificate number; and
 - my/our undertaking to execute any further documents, take any further action and give any further assurances as the Company may consider necessary, desirable or expedient in connection with my/our acceptance of the Offer including, without limitation, to complete the Offer in respect of which I/we have accepted or am/are deemed to have accepted free from all liens, charges, encumbrances, equitable interests, rights of pre-emption or other third party rights of any nature and together with all rights accruing or attaching thereto, including, without limitation, the right to receive dividends and other distributions declared, made or paid, if any, on or after the date the H Shares(s) are cancelled and/or to perfect any of the authorities expressed to be given under this Form of Acceptance or the Offer Document.
- I/We understand that acceptance of the Offer by me/us will constitute a warranty by me/us to the Company and Morgan Stanley that: (a) the number of Share(s) specified in this Form of Acceptance are fully paid and will be sold free from all liens, charges, encumbrances, equitable interests, rights of pre-emption or other third party rights of any nature and together with all rights accruing or attaching thereto, including, without limitation, the right to receive dividends and other distributions declared, made or paid, if any, on or after the date the H Share(s) are cancelled; and (b) if I/we am/are an Overseas Shareholder, I/we have fully observed any applicable legal or other requirements and that the Offer may be accepted by me/us lawfully under the laws of the relevant jurisdiction.
- In the event that my/our acceptance is treated as invalid in accordance with the terms of the Offer, I/we authorise and request you to return to me/us my/our Title Documents, together with this Form of Acceptance duly cancelled, by ordinary post at my/our own risk to the person named above or, if no name and address is stated, to me or the first-named of us (in the case of joint registered Accepting Shareholders) at the registered address referred to above.
Note: Where the Accepting Shareholders have sent one or more transfer receipt(s) and in the meantime the relevant share certificate(s) has/have been collected by the Company or its agent(s) from the Registrar on the Accepting Shareholders' behalf, they will be sent such share certificate(s) in lieu of the transfer receipt(s).
- I/We enclose the relevant Title Documents in respect of the ownership of the whole/part of my/our holding of H Shares which are to be held by the Company and/or Morgan Stanley and/or the Registrar and/or such person or persons as any of them may direct on the terms of the Offer. I/We understand that no acknowledgement or receipt of any Form of Acceptance or Title Documents will be given. I/We further understand that all documents will be sent by ordinary post at my/our own risk. I/We further understand that if the number of H Shares tendered under the Offer by me/us is smaller than the number of H Shares as shown in the Title Documents submitted by me/us together with the Form of Acceptance and/or the Shares tendered under the Offer have not been bought-back by the Company in full, the Title Documents in respect of the balance of such H Shares or a replaced certificate therefor will be returned or sent to me/us by ordinary post at my/our risk no later than 7 Business Days after the close of the Offer.
- I/We warrant that I/we have the full right, power and authority to tender, transfer, assign, sell and pass the title and ownership of my/our H Shares to the Company by way of acceptance of the Offer.
- I/We warrant to the Company, Morgan Stanley, the Registrar and any of their respective directors and any person involved in the Offer that I/we have satisfied the laws of the jurisdiction where my/our address is stated in the Register of Members in connection with my/our acceptance of the Offer, including the obtaining of any governmental, exchange control or other consent and any registration or filing which may be required in compliance with all necessary formalities, legal or regulatory requirements.
- I/We warrant to the Company, Morgan Stanley, the Registrar and any of their respective directors and any person involved in the Offer that I/we shall be fully responsible for payment of any transfer or other taxes or duties payable by me/us in respect of the jurisdiction where my/our address is located as set out in the Register of Members.
- I/We acknowledge that, save as expressly provided in the Offer Document and this Form of Acceptance, all acceptance, instructions, authorities and undertakings hereby given shall be irrevocable and unconditional.

本接納表格為重要檔，請即處理。 閣下如對本接納表格或要約的任何方面或 閣下就此應採取之行動有任何疑問，應諮詢持牌證券交易商或註冊證券商、銀行經理、律師、專業會計師或其他專業顧問。

本接納表格應與隨附要約文件一併閱讀。 除文義另有所指外，要約文件所用的釋義亦適用於本接納表格。要約文件附錄一之條文亦被視為已載入本接納表格內並為其中一部份，各合資格股東務請仔細閱讀。

閣下如已將名下H股全部售出或以其他方式轉讓，應立即將本接納表格及要約文件交買主或承讓人，或經手買賣或轉讓之銀行、持牌證券交易商或其他代理商，以便此後轉交買主或承讓人。

摩根士丹利代表本公司提出要約。向海外股東提出要約或會受到有關司法管轄區之法律禁止或影響。倘 閣下為海外股東，閣下應就約於有關司法管轄區之影響尋求適當法律意見，以遵守所有適用法律或監管規定。任何海外股東如欲接納要約，須自行完全遵守有關司法管轄區之法律及規例，包括(但不限於)獲得任何所需政府、外匯管制或其他方面之同意，並辦理其他所需手續或履行所有其他所需之監管或法律規定。閣下亦須完全負責任何過戶費用或其他稅項及有關司法管轄區徵收而應付之稅款。本公司、摩根士丹利、過戶登記處或彼等各自之任何董事或參與要約之任何人士有權就 閣下可能需繳付之任何稅項或數額徵收及毋須為此承擔任何責任。閣下提交要約之接納書，將構成 閣下保證，閣下根據一切適用法例獲准接受及接納要約及任何有關修訂，而此接納表格根據所有適用法例為有效及具約束力。

本接納表格所載之條文構成要約之條款及條件之一部分，而本接納表格應連同要約文件一併閱讀。

警告：閣下於填寫本接納表格前，務請細閱有關指示。

除非根據收購守則第19.2條，否則所有已交回之接納表格，在要約成為，或被宣佈為無條件之後，一概不得撤回。

填寫本接納表格之辦法

閣下如接納由摩根士丹利代表本公司提出之要約，應填妥及簽署背頁之本接納表格，然後將本接納表格整份填回不少於 閣下願意接納要約之有關H股數目之有關所有權權，盡快以郵遞方式或專人交回過戶登記處，而無論如何必須於二零二五年三月五日(星期三)下午四時正(香港時間)之前(或本公司可能決定及宣佈之有關較後時間及/或日期，惟須受該等守則所規限)送達過戶登記處—卓佳證券登記有限公司，地址為香港夏慤道16號遠東金融中心17樓，信封註明「中國建材股份有限公司—回購要約」方為有效。倘任何合資格股東於填寫本接納表格時需要任何協助或對要約之提交及交付手續或任何其他類似方面有任何疑問，可由二零二五年二月二十七日(星期一)起至要約之最後結束日期(預期為二零二五年三月五日(星期三)，假設要約在首個結束日期或為被宣佈為無條件) (包括首尾兩天)止期間內，逢星期一至星期五(香港公眾假期除外)上午九時正至下午六時正(香港時間)，聯絡過戶登記處，熱線電話號碼為(852) 2980 1333。

要約之接納表格

致：摩根士丹利、貴公司及過戶登記處

- 本人/吾等簽署背頁之接納表格(無論此表格有否填寫日期，本人/吾等之個人文件、遺產繼承人、繼任人及承讓人將受此約束)，即表示：
 - 本人/吾等以不可撤回方式接納摩根士丹利代表 貴公司提出並載於要約文件中之要約，按該條款及本接納表格所載之有關條款，願意接納本接納表格所填寫之H股數目；
 - 本人/吾等接受，本接納表格的條文以及要約文件中的其他條款及條件被視為已加入要約的條款及條件；
 - 本人/吾等指示並授權 貴公司及/或摩根士丹利或彼等各自之代理人，代表本人/吾等憑內附本人/吾等已正式簽署之過戶收據(如有)，向 貴公司或過戶登記處領取本人/吾等應獲發H股之股票，並將有關股票送交過戶登記處，及授權並指示由過戶登記處按要約之條款保存該等股票，猶如該(等)股票已經連同本接納表格一併送交過戶登記處；
 - 本人/吾等指示並授權 貴公司或其代理人或過戶登記處(倘適用)，以郵遞方式將本人/吾等按要約之條款應得之代價，以「不得轉讓—只准人抬頭人賬戶」劃線開出之支票及/或(倘適用)除額股票(除非過戶登記處事先獲正式書面通知，否則任何除額股票將以一張股票形式寄發/退回)，按下列姓名及地址，以普通郵遞方式寄予所列人士(如未有列明姓名及地址者，則按 貴公司股東名冊所登記之H股數目及地址，郵遞風險概由本人/吾等承擔)。(倘若收取支票及其他文件之人士及地址並非登記接納股東或名列首位聯名登記接納股東之登記姓名及地址，則請在本欄填上應收支票及其他文件之人士之姓名及地址。)
姓名：(請用正楷填寫)
地址：
 - 本人/吾等指示並授權 貴公司、過戶登記處或其可能指定之人士，代表本人/吾等根據要約，以出售H股之賣方的身份，作出及簽署根據香港法例第117章印花稅條例第19(1)條(倘適用)指定須作出及簽署之合約票據及任何其他檔(包括過戶文據)，並按該條例(倘適用)條文繳付印花稅及安排掛註接納表格(如屬必須)；
 - 本人/吾等指示並授權 貴公司、過戶登記處或其可能就此指定之人士，代表本人/吾等填妥及簽署接納表格或任何檔(包括但不限於任何合併股份過戶表格)，包括但不限於在接納表格或(如適用)在過戶表格填上日期，或如本人/吾等或任何其他人士已填上日期，則刪去該日期並填上另一日期，以及採取任何必要或適宜之行動，使本人/吾等之H股可出售予 貴公司；
 - 本人/吾等指示並授權 貴公司、過戶登記處或其可能就此指定之人士，填上將會由 貴公司回購之H股數目，或倘本人/吾等或任何其他人士已填上數目，則刪去該數目並填上另一數目，惟該數目不得超過已填上或視作已填上之數目；及填上有關股票號碼，或倘本人/吾等或承託於 貴公司認為必要、適宜或適宜時該本人/吾等接納要約簽署任何其他檔，採取進一步行動及提供任何進一步保證，包括但不限於 貴公司就本人/吾等已接納或視作已接納要約完成要約，且H股並不附帶任何留置權、押記、產權負擔、衡平權、優先購買權或其他任何性質之協力廠商權利，以及以應繳回之H股或任何其他分派(如有)之權利一併售出；及/或完備據本接納表格或要約文件明確給予的任何授權。
- 本人/吾等明白本人/吾等接納要約將構成本人/吾等向 貴公司及摩根士丹利保證：(a)本接納表格所列將予出售之H股數目已獲滿足股款及既不附帶任何留置權、抵押、產權負擔、衡平權、優先購買權或任何其他性質之其他協力廠商權利，並連同該等H股累計或附帶的所有權利(包括但不限於收取於H股註銷日期或之後所派派、作出或派派之股息或其他分派(如有)之權利)一併售出；及(b)如本人/吾等為海外股東，本人/吾等已全面遵守任何適用法例或監管規定，以及本人/吾等根據有關司法管轄區的法例可合法地接納要約。
- 倘按要約之條款，本人/吾等之接納被視為無效，本人/吾等授權並要求 閣下將本人/吾等之所有權權，連同已正式註銷之本接納表格，一併寄予上列人士，如未有列明姓名及地址，則按上述股東名冊所登記位址，以普通郵遞方式寄予本人/或(如聯名登記接納股東)名列首位之持有人，郵遞風險概由本人/吾等承擔。
附註：倘若接納股東已寄出一份或以上過戶收據，而於此同時，貴公司或其代理人亦已代接納股東向過戶登記處領取有關股票，則發還 閣下將為該等股票，而非過戶收據。
- 本人/吾等茲將本人/吾等持有之全部/部分H股之所有權權，由 貴公司及/或摩根士丹利及/或過戶登記處及/或彼等任何一方可能指示之人士根據要約之條款予以保存。本人/吾等明白將不會就任何接納表格或所有權權獲發收訖通知書。本人/吾等亦明白所有權將以普通郵遞方式寄出，郵遞風險概由本人/吾等自行承擔。本人/吾等明白倘本人/吾等根據要約提交之H股數目少於本人/吾等連同接納表格提交之所有權權所指示之H股數目及/或根據要約所提交之H股數目及/或根據要約所提交之H股數目，則有關H股結餘之所有權權或其替代股票將於要約截止後不遲於7個營業日內以普通郵遞方式退回或寄回予本人/吾等，郵遞風險由本人/吾等自行承擔。
- 本人/吾等保證，本人/吾等有十足權利、權力及授權以接納要約之方式，向 貴公司提交、轉讓、出售及移交本人/吾等之H股之所有權及擁有權。
- 本人/吾等向 貴公司、摩根士丹利、過戶登記處及彼等各自之任何董事及參與要約之任何人士保證，本人/吾等已符合本人/吾等於 貴公司股東登記名冊所列地址處司法管轄區有關本人/吾等接納要約之法例規定，包括取得任何政府、外匯管制或其他同意，以及辦理一切必需之正式手續及履行其他所需之法律或監管規定而辦理任何登記或存檔事宜。
- 本人/吾等向 貴公司、摩根士丹利、過戶登記處及彼等各自之任何董事及參與要約之任何人士保證，本人/吾等將就支付任何過戶費用或其他稅項或本人/吾等於股東名冊所載地址司法管轄區徵收而應付之稅款承擔全部責任。
- 本人/吾等知悉，除要約文件及本接納表格清楚規定之外，所有就此作出之接納、指示、授權及承諾均為不可撤回及無條件。