

Unless the context otherwise requires, terms used in this form shall have the same meanings as defined in the Composite Offer Document dated 3 December 2004 issued by Anglo Chinese Corporate Finance, Limited on behalf of Fandango, Inc.  
除非文義另有所指，本表格所使用詞彙與日期為二零零四年十二月三日由英高財務顧問有限公司代表Fandango, Inc.刊發之綜合收購文件所界定者具相同涵義。



(Stock Code: 8075)  
(股份代號: 8075)

**FORM OF ACCEPTANCE AND TRANSFER  
OF SHARES OF HK\$0.10 EACH IN THE ISSUED SHARE CAPITAL OF  
ROJAM ENTERTAINMENT HOLDINGS LIMITED**

已發行股本中每股面值0.10港元股份  
之接納及過戶表格

To be completed in all respects  
每項均須填寫

(A) Acceptance and Transfer  
(A) 接納及過戶

Receiving agent: Computershare Hong Kong Investor Services Limited  
接收代理: 香港中央證券登記有限公司

46th Floor, Hopewell Centre, 183 Queen's Road East,  
Hong Kong  
香港皇后大道東183號合和中心46樓

FOR THE CONSIDERATION stated below the "Transferor(s)" named below hereby transfer(s) to the "Transferee" named below the share(s) of HK\$0.10 each in the issued share capital of Rojam ("Rojam Share(s)") specified below.  
下列「轉讓人」現按下述代價，將下述Rojam已發行股本中每股面值0.10港元之股份（「Rojam股份」）轉讓予下列「承讓人」。

Insert the total number of Rojam Shares for which the Offer is accepted. If no number is inserted or a number in excess of your registered holding of Rojam Shares is inserted on this form and you have signed this form, you will be deemed to have accepted the Offer in respect of your entire registered holding of Rojam Shares.  
請填上接納收購建議之Rojam股份總數。如無填寫數目或於本表格所填上數目超過閣下名下登記持有之Rojam股份數目，而閣下已簽署本表格，則閣下將被視作就閣下登記持有之全部Rojam股份接納收購建議。

Number of Rojam Shares Rojam股份數目	FIGURES 數目	WORDS 大寫
Share certificate number(s) 股票號碼		
TRANSFEROR(S) name(s) and address(es) in full (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK CAPITALS IN ENGLISH) 轉讓人 全名及地址 (請用打字機或正楷 以英文填寫)	Surname(s) or company name(s) 姓氏或公司名稱	Other name(s) 名字
	Registered Address 登記地址	
		Telephone Number 電話號碼
	Three (3) Fandango Shares for every one thousand (1,000) Rojam Shares and in the same proportion for any greater and lesser number of Rojam Shares, except that no fraction of a Fandango Share will be issued. 每一千(1,000)股Rojam股份交換三(3)股Fandango股份，及就任何較多及較少數目Rojam股份按相同比例提出，惟將不會發行任何Fandango零碎股份。	
CONSIDERATION 代價		
TRANSFEEE 承讓人	Name 名稱 : Fandango, Inc.	
	Correspondence 通訊地址 : 6th Floor, Taisei Yoshimoto Building, 1-14, Kanda Jinbo-cho, Chiyoda-ku, Tokyo 101-0051, Japan 日本東京都101-0051千代田區神田神保町1-14 タイセイ吉本ビル6階	
	Occupation 職業 : Corporation 法人團體	
SIGNED by the parties to this transfer, this _____ day of _____ 轉讓雙方簽署日期: _____年 _____月 _____日		

PLEASE  
DO NOT  
DATE

請勿填寫日期

**Important Note: By signing on this form, the Transferor irrevocably agrees to the terms and conditions set out in this Form of Acceptance and Transfer, the Letter of Subscription and the Lock-Up Acknowledgement set out in sections (A), (B) and (C) of this form respectively. Also note that the number of Rojam Shares to be tendered for acceptance under the Offer must be specified in section (B)(2) of this form.**

**重要提示: 轉讓人一經簽署本表格，即不可撤回地同意本表格(A)、(B)及(C)節分別所載本接納及過戶表格、認購函件及禁售確證書之項目及條件。另請注意，必須於本表格(B)(2)節註明根據收購建議就接納交出之Rojam股份數目。**

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 姓名

Address 地址

Occupation 職業

Signature(s) of Transferor(s)  
轉讓人簽署

ALL JOINT  
HOLDERS  
MUST SIGN  
HERE  
所有聯名持有人  
均須於本欄  
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:

**SIGNATURE OF WITNESS 見證人簽署**

Name 姓名

Address 地址

Occupation 職業

For and on behalf of 代表  
**Fandango, Inc.**

Signature of transferee  
承讓人簽署

## (A) Acceptance and Transfer (Continued)

**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 your stockbroker or other registered dealer in securities, bank manager, solicitor, professional accountant or other professional adviser.**

If you have sold or transferred all your Rojam Shares, you should at once hand this form and the accompanying Composite Offer Document to the purchaser(s) or the transferee(s) or to the bank, stockbroker or other agent through whom the sale or transfer was effected for transmission to the purchaser(s) or the transferee(s).

The SFC takes no responsibility for the contents of this form, makes no representation as to its accuracy or completeness and expressly disclaims any liability whatsoever for any loss howsoever arising from or in reliance upon the whole or any part of the contents of this form.

The making of the Offer to certain persons resident in jurisdictions outside Hong Kong may be affected by the laws of the relevant jurisdictions. If you are a citizen or resident or national of a jurisdiction outside Hong Kong, you should inform yourself about and observe any applicable legal requirements. It is your responsibility if you wish to accept the Offer to satisfy yourself as to the full observance of the laws of the relevant jurisdiction in connection therewith, including the obtaining of any governmental or other consent which may be required or the compliance with other necessary formalities and the payment of any transfer or other taxes due in respect of such jurisdiction.

This form should be read in conjunction with the Composite Offer Document.

### HOW TO COMPLETE THIS FORM

To accept the Offer made by Anglo Chinese on behalf of the Offeror, you should while the Offer is open for acceptance complete and sign this form, which includes the Letter of Subscription and the Lock-up Acknowledgement, set out on page 4 of this form, and send it together with (i) the relevant share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title in all respects satisfactory to Anglo Chinese and/or the Offeror and (ii) a cheque for seller's ad valorem stamp duty made payable to "Anglo Chinese Corporate Finance, Limited – clients' accounts" payable by you, by post or by hand, to Computershare Hong Kong Investor Services Limited, 46th Floor, Hopewell Centre, 183 Queen's Road East, Hong Kong (the "Receiving Agent") marked "Rojam Offer" on the envelope, as soon as practicable after the commencement of the Offer, but in any event so as to reach the Receiving Agent by not later than 4:00 p.m. on Friday, 24 December, 2004 or such later time and/or date as the Offeror may determine and announce. The provisions of Appendix I to the Composite Offer Document are incorporated into and form part of this form.

### FORM OF ACCEPTANCE AND TRANSFER

To: **Anglo Chinese and the Offeror**

1. My/Our execution of this form (whether or not such form is dated) which shall be binding on my/our successors and assignees shall constitute:
  - (a) my/our irrevocable acceptance of the Offer, as contained in the Composite Offer Document for the consideration and on and subject to the terms and conditions therein and herein mentioned, in respect of the number of Rojam Shares specified in this form or, if no such number is specified, or a number greater than the number of which I/we am/are registered as the holder(s) is specified in respect of all such Rojam Shares as to which I/we am/are registered as the holder(s);
  - (b) my/our irrevocable instruction and authority to the Offeror and/or Anglo Chinese and/or their respective agent(s) to collect from Rojam or the Receiving Agent on my/our behalf the share certificate(s) in respect of any Rojam Share(s) due to be issued to me/us in accordance with, and against surrender of, the enclosed transfer receipt(s) and/or other document(s) of title (if any) (and/or satisfactory indemnity or indemnities required in respect thereof), which has/have been duly signed by me/us, and to deliver the same to the Receiving Agent and to authorise and instruct the Receiving Agent to hold such share certificate(s) subject to the terms and conditions of the Offer as if it/they were share certificate(s) delivered to the Receiving Agent together with this form;
  - (c) my/our irrevocable instruction and authority to the Offeror and/or Anglo Chinese and/or such person or persons as the Offeror 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 Rojam Share(s) 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 this form in accordance with the provisions of that Ordinance;
  - (d) my/our irrevocable instruction and authority to the Offeror and/or Anglo Chinese or such person or persons as the Offeror and/or Anglo Chinese may direct to complete and execute any document on my/our behalf including without limitation to insert a date in this form 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 vesting in the Offeror or such person or persons as it may direct my/our Rojam Share(s) tendered for acceptance of the Offer;
  - (e) my/our undertaking to execute such further documents and to do such further acts and things by way of further assurance as may be necessary or desirable to transfer my/our Rojam Share(s) tendered for acceptance of the Offer to the Offeror or such person or persons as it may direct free from all liens, charges, encumbrances, rights of pre-emption, equities and any other third party rights or interests of any nature whatsoever and together with all rights accruing and attaching thereto, including the right to receive all dividends and distributions declared, made or paid on or after 4 November 2004 but subject to the terms of the Offer;
  - (f) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror and/or Anglo Chinese 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;
  - (g) for the purpose of Article 226-2 of the Japanese Commercial Code, my/our agreement that share certificate(s) relating to Fandango Shares to be issued under the Offer will not be issued and my/our confirmation that I/we do not wish to possess such share certificate(s); and
  - (h) my/our undertaking to despatch a cheque attached to this form made payable to "Anglo Chinese Corporate Finance, Limited – clients' account" for all stamp duty payable by me/us in connection with my/our acceptance of the Offer to the Receiving Agent by post or by hand at my/our risk.
2. In the event that my/our acceptance is not valid, or is treated as invalid, in accordance with the terms of the Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease and in which event, I/we authorise and request you to return to me/us my/our share certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any indemnity or indemnities relating thereto), and any cheque for seller's ad valorem stamp duty, together with this form duly cancelled, by ordinary post at my/our risk to the person and address stated above or, if no name and address is stated, to me/us or the first-named of us (in the case of joint registered shareholders) at the registered address shown in the register of members of Rojam.
3. I/We enclose the relevant share certificate(s) and/or transfer receipt(s) and/or any other document(s) (and/or a satisfactory indemnity or indemnities in respect thereof), and a cheque for seller's ad valorem stamp duty in all respects satisfactory to Anglo Chinese and/or the Offeror for the whole/part of my/our holding of Rojam Shares which are to be held by you on the terms and conditions of the Offer. I/We understand that no acknowledgement of receipt of any form(s), share certificate(s), transfer receipts and/or any other document(s) of title (and/or any indemnity or indemnities relating thereto), and any cheque for the seller's ad valorem stamp duty will be given.
4. I/We hereby warrant and represent to you that I am/we are the registered Shareholder(s) of the number of Rojam Shares specified in this form and I/we have the full right, power and authority to sell and pass the title and ownership of such Rojam Share(s) to the Offeror by way of acceptance of the Offer free from all liens, charges, encumbrances, rights of pre-emption, equities and any other third party rights of any nature whatsoever and together with all rights attaching and accruing, including the right to receive all dividends and distributions declared, paid or made on or after 4 November 2004 but subject to the terms of the Offer.
5. I/we acknowledge that, save as expressly provided in the Composite Offer Document and in this form, all acceptances, instructions, authorities and undertakings hereby given shall be irrevocable.

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

## (A) Acceptance and Transfer (Continued)

### Personal Data

#### Personal information collection statement

This personal information collection statement informs Shareholders, as the data subject, of the policies and practices of the Offeror and Anglo Chinese in relation to personal data and the Personal Data (Privacy) Ordinance of Hong Kong (the "Ordinance").

#### 1. Reasons for the collection of your personal data

It is necessary for Shareholders to supply their latest correct personal data to the Offeror and/or Anglo Chinese in relation to the Offer.

Failure to supply the requested data may result in delay or inability of the Offeror and/or Anglo Chinese to implement procedures relating to the Offer. It is important that Shareholders inform the Offeror and Anglo Chinese immediately of any inaccuracies in the data supplied.

#### 2. Purposes

Your personal data may be used, held and/or stored (by whatever means) for the following purposes:

- processing of your acceptance of the Offer and verification of compliance with the terms and application procedures set out in this form and the Composite Offer Document;
- conducting or assisting to conduct signature verifications, any other verification or exchange of information;
- establishing benefit entitlements of the Shareholders;
- distributing communications from the Offeror and/or Anglo Chinese;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims on entitlements;
- enabling compliance with all applicable laws and regulations in Hong Kong and elsewhere; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or Anglo Chinese or any of their respective appointed agents to implement procedures relating to the Offer, liaise with regulators and/or any other purposes to which Shareholders may from time to time agree.

#### 3. Transfer of personal data

Personal data held by the Offeror and/or Anglo Chinese relating to you will be kept confidential but the Offeror and/or Anglo Chinese 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) your personal data to, from or with any and all of the following persons and entities:

- the Offeror or any of their appointed agents such as financial advisers, receiving bankers and registrars;
- any agents, contractors or third-party service providers who offer administrative, telecommunications, computer, payment or other services to the Offeror and/or Anglo Chinese in connection with the operation of their business;
- the Stock Exchange, the SFC and any other regulatory or government bodies; and
- any other persons or institutions with which you have or propose to have dealings, such as your bankers, solicitors accountants or stockbrokers, etc.

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

#### 4. Access to and correction of personal data

The Ordinance provides shareholders with rights to ascertain whether the Offeror and/or Anglo Chinese hold their 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 Anglo Chinese have the right to charge a reasonable fee for the processing of any data access requests. All requests for access to or correction of personal data or for information regarding policies and practices and kinds of data held should be addressed to the Offeror and/or Anglo Chinese.

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

## (A) 接納及過戶 (續)

### 個人資料

#### 個人資料收集聲明

本個人資料收集聲明旨在向各股東(作為資料當事人)說明收購方及英高就個人資料及個人資料(私隱)條例(「該條例」)而制訂之政策及慣例。

#### 1. 收集閣下個人資料之原因

各股東須就收購建議向收購方及/或英高提供有關彼等之最新準確個人資料。

如未能向收購方及/或英高提供所需資料,或會導致收購方及/或英高向閣下提供之服務有所延誤或無法進行。股東所提供資料如有任何不確,必須即時知會收購方及英高。

#### 2. 資料用途

閣下之個人資料可以任何方式被採用、持有及/或保存,以作下列用途:

- 處理閣下之接納收購建議及核實是否遵守本表格及綜合收購文件所列條款及申請手續;
- 核實或協助核實簽名或作任何其他資料核實或交換;
- 確立股東之利益配額;
- 派發收購方及/或英高通訊;
- 遵照法例、規則或規例之規定作出披露(不論法定或其他規定);
- 披露有關資料以便作權利索償;
- 以便符合香港及其他地區之所有適用法例及規例;及
- 與上述有關之任何其他附帶或相關目的及/或令收購方及/或英高或彼等各自之任何委任代理執行有關收購建議之手續、與監管機關聯繫及/或及各股東可能不時同意之任何其他目的。

#### 3. 轉交個人資料

收購方及/或英高會將閣下之資料保密,但收購方及/或英高可能會作出必要之查詢以確定個人資料之準確性,以便資料可用作上述任何用途,尤其可能會將個人資料向或自下列任何或所有人士及實體披露、獲取或提供(不論於香港或外地):

- 收購方或彼等所委任任何代理,例如財務顧問、收款銀行及過戶登記處;
- 任何向收購方及/或英高提供與其業務運作有關之行政、電訊、電腦、付款或其他服務之代理、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;及
- 與閣下有或擬有業務往來之任何其他人士或機構,例如銀行、律師、會計師或股票經紀等。

閣下簽署本表格首頁即表示同意上述各項。

#### 4. 獲取及更正個人資料

該條例賦予各股東權利以確定收購方及/或英高是否持有其個人資料,並有權索取資料副本及更正任何不確之資料。

根據該條例,收購方及/或英高有權就處理任何查閱資料之要求收取合理費用,所有關於獲取或更正個人資料或關於資料政策及慣例或資料類別之要求,應向收購方及/或英高提出。

閣下簽署本表格即表示同意上述各項。

## (B) Letter of Subscription

### 1. Description of Fandango Shares

Type and number of new Fandango Shares to be subscribed	Three (3) Fandango Shares for every one thousand (1,000) Rojam Shares and in the same proportion for any greater and lesser number of Rojam Shares, except that no fraction of a Fandango Share will be issued
Original issue value of Fandango Shares	Yen 500 per Fandango Share

### 2. Assets contributed for in-kind capital contribution:

Number of ordinary shares of HK\$0.11 each in Rojam Entertainment Holdings Limited*	FIGURES**	WORDS**
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Note \*: On the basis of the financial performance of Fandango for the three years ended 31 March 2004 and the net asset value of Fandango as at 31 October 2004, the Fandango Shares are valued at approximately HK\$36.6 per Fandango Share. On the basis of the Offer of 3 new Fandango Shares for every 1,000 Rojam Shares, each Rojam Share is therefore valued at approximately HK\$0.11.

Note \*\*: The number of Rojam Shares to be tendered for acceptance under the Offer must be specified.

3. The signatory of this form will subscribe for new Fandango Shares, as mentioned in Clause 1 above, in consideration of the contributed assets set forth in Clause 2 above.

## (C) Lock-Up Acknowledgement

This Acknowledgement is made by you and Fandango with regard to (1) Fandango Shares ("Allotted Shares") which are expected to be issued and to be allotted by Fandango and purchased by you during the period from December 2004 to February 2005 in accordance with the "Rules for Public Offering or Public Selling before Listing" of the Osaka Securities Exchange ("OSE"), and (2) Fandango Shares acquired through any share split or conversion to another type of share after the allotment of Allotted Shares ("Acquired Shares"). In relation to the above, the following is acknowledged:

### Article 1

1. You will not transfer the Allotted Shares or Acquired Shares to any third party during the period commencing on the date the Allotted Shares are issued ("Issue Date") and ending on the later of one year after the Issue Date or six months after the listing of Fandango Shares on the OSE ("Listing"). However, this will not apply if you give Fandango prior written notice that you wish to transfer the Allotted Shares or Acquired Shares due to either of the below situations:
- (1) if there should occur a material deterioration in your business operations, circumstances or assets; or
  - (2) if a transfer of the Allotted Shares or Acquired Shares can be reasonably considered to be imperative or unavoidable under Japanese law.

### Article 2

1. If you transfer the Allotted Shares or Acquired Shares, you will immediately notify Fandango in writing of the name and address of the transferee, the number of shares transferred, and the date, method, and reason for the transfer.
2. If Fandango receives notification pursuant to Article 1 (1) and/or (2) above before the date of application for Listing or during the period commencing on the Issue Date and ending on the later of one year after the Issue Date or six months after the Listing, Fandango will submit a written notice to the OSE indicating the details of the transfer of the Allotted Shares or Acquired Shares at the time of application for Listing.
3. You agree that Fandango is to report to the OSE the details of the transfer, and both you and Fandango agree that the OSE will allow the details of the report to be available for public perusal.

### Article 3

1. If the OSE considers it necessary to conduct an inquiry about the ownership status of the Allotted Shares or Acquired Shares, Fandango will, without delay, submit a written report about the ownership status to the OSE, after confirming with you the ownership status of the Allotted Shares or Acquired Shares if necessary.
2. If Fandango asks you about the ownership status of the Allotted Shares or Acquired Shares based on the preceding paragraph, you will immediately provide Fandango a written report on such status.

### Article 4

1. If the Allotted Shares have been issued and Fandango does not make an application for Listing prior to the end of the next complete financial year, Fandango will notify you of this in writing. For the purpose of this Article 4(1), "financial year" means a financial year ending 31 March.
2. If you receive the notification in the preceding paragraph, the provisions in the preceding three articles will cease to have effect.

### Article 5

1. If and when Fandango applies for Listing, Fandango will attach a copy of this Acknowledgement to the application for Listing.
2. You and Fandango agree that the OSE may allow a copy of this Acknowledgement to be available for public perusal.

### Article 6

1. Fandango will send to you a Notice of Issue which will contain details of (i) the Issue Date of the Allotted Shares and (ii) the number of Allotted Shares (which will represent the number of Fandango Shares calculated using the formula specified in paragraph 1 of the Letter of Subscription (section (B) of this form)).

Notwithstanding anything to the contrary in the Composite Offer Document, the terms of the Letter of Subscription and Lock-Up Acknowledgement set out in sections (B) and (C) of this form will be governed and construed in accordance with the laws of Japan.

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

## (B) 認購函件

### 1. Fandango股份概況

將予認購Fandango新股份之類別及數目	每持有一千(1,000)股Rojam股份可認購三(3)股Fandango股份,及就任何較多及較少數目Rojam股份按相同比例作出,惟不會發行Fandango零碎股份
Fandango股份之原發行值	每股Fandango股份500日圓

### 2. 實物注資之資產:

Rojam Entertainment Holdings Limited 每股面值0.11港元之普通股數目*	數目**	文字**
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附註\*: 按Fandango截至二零零四年三月三十一日止三個年度之財務表現及Fandango於二零零四年十月三十一日之資產淨值計算, Fandango股份之價值約為每股Fandango股份36.6港元。按收購建議每1,000股Rojam股份交換3股Fandango新股份為基準, 每股Rojam股份之價值約為0.11港元。

附註\*\*: 閣下務須註明根據收購建議就接納交出之Rojam股份數目。

3. 本表格簽署人將如上文第1條所述,按上文第2條所示注資資產為代價,認購Fandango新股份。

## (C) 禁售確認書

本確認書由閣下及Fandango就以下事項作出:(1)根據大阪證券交易所(「大阪證券交易所」)「公開發售或上市前公開銷售規則(Rules for Public Offering or Public Selling before Listing)」預期將於二零零四年十二月至二零零五年二月期間由Fandango發行及配發及由閣下購買之Fandango股份(「配發股份」);及(2)於配發股份獲配發後透過任何股份拆細或轉換為另一類股份所得Fandango股份(「所得股份」)。謹就上文所述確認以下各項:

### 第1條

1. 閣下不會於配發股份發行日期(「發行日期」)起至發行日期後一年或Fandango股份於大阪證券交易所上市(「上市」)後六個月之較後日期止期間,向任何第三方轉讓配發股份或所得股份。然而,倘閣下基於以下任何一種情況向Fandango發出書面通知,表示有意轉讓配發股份或所得股份,則作別論:

- (1) 閣下之業務營運、狀況或資產出現重大逆轉;或
- (2) 轉讓配發股份或所得股份根據日本法例被合理認為屬必需或無法避免。

### 第2條

1. 倘閣下轉讓配發股份或所得股份,閣下將即時書面通知Fandango承讓人之姓名及地址、所轉讓股份數目、轉讓日期、方法及原因。
2. 倘Fandango於上市申請日期前或於發行日期起至發行日期後一年或上市後六個月之較後日期止期間接獲根據上文第1(1)及/或(2)條所發出之通知,Fandango將於申請上市時向大阪證券交易所提交載有轉讓配發股份或所得股份詳情之書面通知。
3. 閣下同意Fandango須向大阪證券交易所匯報轉讓詳情,而閣下及Fandango同意大阪證券交易所將報告詳情供公眾人士閱覽。

### 第3條

1. 倘大阪證券交易所認為需要就配發股份或所得股份之擁有權狀況作出查詢,Fandango將於需要時在與閣下確認配發股份或所得股份之擁有權狀況後,隨即向大阪證券交易所提交有關擁有權狀況之書面報告。
2. 倘Fandango根據上一段向閣下查詢有關配發股份或所得股份之擁有權狀況,閣下須即時就有關狀況向Fandango提交書面報告。

### 第4條

1. 倘配發股份已獲發行及Fandango並無於下個完整財政年度完結前申請上市,Fandango將以書面通知閣下。就本第4(1)條而言,「財政年度」指截至三月三十一日止之財政年度。
2. 倘閣下接獲上一段之通知,則前三條之規定將告無效。

### 第5條

1. 倘Fandango申請上市,Fandango將於上市時就上市申請隨附本確認書。
2. 閣下及Fandango均同意,大阪證券交易所可將本確認書供公眾人士閱覽。

### 第6條

1. Fandango將向閣下發出發行通知,當中載有(i)配發股份之發行日期及(ii)配發股份數目(即採用認購函件第1段(本表格第(B)節)所列公式計算之Fandango股份數目)之詳情。

不論綜合收購文件所載其他規定,本表格(B)及(C)節所載認購函件及禁售確認書之條款將受日本法例監管及按其詮釋。

閣下簽署本表格首頁即表示同意上述各項。



## (A) 接納及過戶 (續)

本表格乃重要文件，請即處理。閣下如對本表格任何方面或應採取之行動有任何疑問，應諮詢閣下之股票經紀或其他註冊證券交易商、銀行經理、律師、專業會計師或其他專業顧問。

閣下如已將名下之Rojam股份全部售出或轉讓，應立即將本表格連同隨附之綜合收購文件送交買主或承讓人或經手買賣或轉讓之銀行、股票經紀或其他代理商，以便轉交買主或承讓人。

證監會對本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，並明確表示概不就因本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。

向居於香港境外司法權區若干人士提出收購建議可能受到有關司法權區之法例影響。倘閣下為香港境外司法權區之公民、居民或國民，應自行瞭解及遵守任何適用之法例規定。閣下如欲接納收購建議，即有責任自行完全遵守有關司法權區在此方面之法例，包括獲得任何可能需要之政府或其他同意或辦理其他必需之手續及就有關司法權區支付任何過戶或其他稅項。

務請與綜合收購文件一併閱讀本表格。

### 本表格填寫方法

閣下如欲接納英高代表收購方提出之收購建議，應於收購建議可供接納期間填妥及簽署本表格（包括本表格第4頁所載認購函件及禁售確認書），連同(i)有關股票及／或過戶收據及／或英高及／或收購方於各方面滿意之任何其他所有權文件及(ii)就閣下應付賣方從價印花稅以「Anglo Chinese Corporate Finance, Limited – clients' account」為抬頭人之支票，於可行情況下在收購建議開始後盡快郵寄或人手送交香港中央證券登記有限公司（「接收代理」），地址為香港皇后大道東183號合和中心46樓，信封面註明「Rojam收購建議」，惟於任何情況下不得遲於二零零四年十二月二十四日星期五下午四時正或收購方可能釐定及公佈之較後時間及／或日期前送抵接收代理。綜合收購文件附錄一之條文納入並屬本表格一部分。

### 接納及過戶表格

致：英高及收購方

- 本人／吾等簽署本表格（無論表格是否已註明日期），本人／吾等之承繼人及承讓人將受此約束，即表示：
  - 本人／吾等按綜合收購文件及本表格所載代價，按照及根據綜合收購文件及本表格所載條款及條件，就本表格所註明數目Rojam股份不可撤回地接納收購建議；或如未有註明數目或所註明數目多於本人／吾等以登記持有人身分持有之股份數目，則就本人／吾等以登記持有人身分持有之全部Rojam股份接納收購建議；
  - 本人／吾等向收購方及／或英高及／或彼等各自之代理作出不可撤回指示及授權，代表本人／吾等就根據及交出隨附經本人／吾等正式簽署之過戶收據及／或其他所有權文件（如有）（及／或就此所需任何滿意彌償保證），自Rojam或接收代理領取本人／吾等就任何Rojam股份將獲發之股票，並將有關股票送交接收代理，且授權及指示接收代理根據收購建議之條款及條件持有該等股票，猶如該等股票已連同本表格一併送交接收代理；
  - 本人／吾等向收購方及／或英高及／或收購方可能就此指定之人士作出不可撤回指示及授權，代表本人／吾等以根據收購建議出售Rojam股份之賣方身分，訂立及簽署香港法例第117章印花稅條例第19(1)條所規定訂立及簽署之買賣單據，並促使按該條例規定繳付印花稅及安排在本表格背書證明；
  - 本人／吾等向收購方及／或英高或收購方及／或英高可能指定之人士作出不可撤回指示及授權，代表本人／吾等填妥及簽署任何文件，包括但不限於在本表格填上日期，或如本人／吾等或任何其他人士已填上日期，則刪去該日期，然後另行填上日期，以及辦理任何其他必需或適當之手續，將本人／吾等就接納收購建議交出之Rojam股份撥歸收購方或其可能指定之人士所有；
  - 本人／吾等承諾簽署及辦理其他必需或適當之文件及其他手續及事項，進一步確保本人／吾等就接納收購建議向收購方或其可能指定之人士交出之Rojam股份概不附帶任何留置權、抵押、產權負擔、優先購買權、衡平權及任何其他第三方權利或任何性質之權利，且附有股份所產生及附帶之一切權利，包括有權收取於二零零四年十一月四日或之後所宣派、作出或派付之一切股息及分派，惟須受收購建議條款所限；
  - 本人／吾等同意追認收購方及／或英高或彼等各自之代理或其可能指定之人士在行使本表格所載任何權力時辦理或完成之各項及一切手續或事項；
  - 就日本商業守則（Japanese Commercial Code）第226-2條而言，本人／吾等同意不會獲發行有關根據收購建議將予發行Fandango股份之股票，及本人／吾等確認本人／吾等不要求擁有有關股票；及
  - 本人／吾等承諾連同本表格向接收代理郵寄或人手送交就本人／吾等有關本人／吾等接納收購建議應付之所有印花稅，以「Anglo Chinese Corporate Finance, Limited – clients' account」為抬頭人之支票，有關風險概由本人／吾等自行承擔。
- 倘本人／吾等之接納根據收購建議條款屬無效或被視作無效，則上文第1段所載一切指示、授權及承諾均告終止，而本人／吾等授權並要求閣下將本人／吾等之股票及／或過戶收據及／或任何其他所有權文件（及／或就此任何有關彌償保證）以及任何支付賣方從價印花稅之支票，連同已正式註銷之本表格一併以平郵寄交上述人士及地址或（如無填上姓名及地址，則按Rojam股東名冊所示登記地址寄交本人／吾等或（如屬聯名登記股東）排名首位之人士），郵誤風險概由本人／吾等自行承擔。
- 本人／吾等茲附上本人／吾等持有之全部／部分Rojam股份之有關股票及／或過戶收據及／或英高及／或收購方於各方面滿意之任何其他文件（及／或就此所需滿意彌償保證）以及支付賣方從價印花稅之支票，由閣下根據收購建議條款及條件予以保存。本人／吾等明白，任何交回之表格、股票、過戶收據及／或任何其他所有權文件（及／或就此任何有關彌償保證）以及任何支付賣方從價印花稅之支票概不獲發收據。
- 本人／吾等謹此向閣下保證及聲明，本人／吾等為於本表格所列Rojam股份數目之Rojam登記股東，而本人／吾等擁有透過接納收購建議之方式出售及轉讓該等股份之所有權及擁有權予收購方之所有權利、權力及授權，該等股份之轉讓不附帶任何留置權、抵押、產權負擔、優先購買權、衡平權及任何性質之任何其他第三方權利，並附有該等股份所附帶及累計之所有權利，包括收取於二零零四年十一月四日或之後所宣派、派付或作出之所有股息及分派之權利，惟須受收購建議條款所限。
- 本人／吾等明白，除於綜合收購文件及本表格表明者外，謹此作出之所有接納、指示、授權及承諾概不得撤回。

閣下簽署本表格首頁即表示同意上述各項。