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 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及過戶表格內容概不負責，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接納及過戶表格全部或任何部份內容而產生或因依賴該等內容而引致的任何損失承擔任何責任。

FORM OF ACCEPTANCE AND TRANSFER FOR USE IF YOU WANT TO ACCEPT THE OFFER.
 接納及過戶表格在 閣下欲接納收購建議時適用。

All words and expressions defined in the composite offer and response document dated 26 January 2011 (the "Composite Document") jointly issued by Star Crown Capital Ltd and KTP Holdings Limited shall, unless the context otherwise requires, have the same meanings when used in this form of acceptance and transfer. The provisions of Appendix I to the Composite Document are incorporated into and form part of this form of acceptance and transfer.
 除文義另有所指外，Star Crown Capital Ltd 與港台集團有限公司於二零一一年一月二十六日聯合發出的綜合收購建議及回應文件（「綜合文件」）所界定詞彙於本接納及過戶表格使用時具有相同涵義。綜合文件附錄一的條文，已收錄及成為本接納及過戶表格之一部分。



KTP HOLDINGS LIMITED
(港台集團有限公司) *

(Incorporated in Bermuda with limited liability)
 (於百慕達註冊成立的有限公司)
 (Stock Code: 645)
 (股份代號: 645)

FORM OF ACCEPTANCE AND TRANSFER
OF ORDINARY SHARE(S) OF HK\$0.01 EACH IN THE ISSUED SHARE CAPITAL OF
KTP HOLDINGS LIMITED
港台集團有限公司已發行股本中
每股面值 0.01 港元普通股的
接納及過戶表格

This form shall be completed in full 本表格必須整份填妥

Hong Kong branch share registrar and transfer office: Computershare Hong Kong Investor Services Limited
 46/F, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong
 股份過戶登記處香港分處：香港中央證券登記有限公司
 香港灣仔皇后大道東 183 號合和中心 46 樓

You must insert the total number of Shares for which the Offer is accepted. 閣下必須填上接納收購建議之股份總數。	FOR THE CONSIDERATION stated below, the "Transferor(s)" named below does/do hereby transfer(s) to the "Transferee" named below the Share(s) of HK\$0.01 each held by the Transferor(s) specified below, upon and subject to the terms and conditions contained herein and in the accompanying Composite Document. 根據本表格及隨附的綜合文件載列的條款及條件，下述「轉讓人」謹此按下列代價，向下述「承讓人」轉讓以下註明的轉讓人持有的每股面值 0.01 港元的股份。		
	Number of Shares to be transferred 將予轉讓的股份數目	FIGURES 數目	WORDS 大寫
	Share certificate number(s) 股票編號		
	TRANSFEROR(S) name(s) and address(es) in full 轉讓人全名及詳細地址 (EITHER TYPE-WRITTEN OR WRITTEN IN BLOCK LETTERS) (請用打字機或正楷填寫)	Surname(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\$1.70 in cash for each Share 每股股份現金 1.70 港元	
	TRANSFEEE 承讓人	Company name 公司名稱: Star Crown Capital Ltd Registered address: Vantierpool Plaza, 2nd Floor, Wickhams Cay 1, Road Town, Tortola, British Virgin Islands 註冊地址: 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)
轉讓人簽署

ALL JOINT REGISTERED HOLDERS MUST SIGN HERE
 所有聯名登記持有人均須於本欄簽署

Signed by or on behalf of the Transferee in the presence of: 承讓人或其代表在下列見證人見證下簽署： Signature of witness 見證人簽署 Address of witness 見證人地址 Occupation of witness 見證人職業 Date of transfer 轉讓日期	Do not complete 請勿填寫本欄 For and on behalf of 代表 Star Crown Capital Ltd Signature of Transferee or its duly authorised agent(s) 承讓人或其正式授權代理人簽署
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* For identification purposes only 僅供識別

PERSONAL DATA

Personal Information Collection Statement

The main provision of the Personal Data (Privacy) Ordinance (Chapter 486 of the Laws of Hong Kong) (the "Ordinance") came into effect in Hong Kong on 20 December 1996. This personal information collection statement informs you of the policies and practices of the Offeror, Bridge Partners and the Registrar in relation to personal data and the Ordinance.

1. Reasons for the collection of your personal data

To accept the Offer for your 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 is important that you should inform the Offeror and/or the Registrar immediately of any inaccuracies in the data supplied.

2. Purposes

The personal data which you provide on this form of acceptance and transfer may be used, held and/or stored (by whatever means) for the following purposes:

- processing of your acceptance and verification of compliance with the terms and application procedures set out in this form of acceptance and transfer and the Composite Document;
- registering transfer of the Share(s) out of your name(s);
- maintaining or updating the relevant register of holder(s) of the Share(s);
- conducting or assisting to conduct signature verifications, and any other verification or exchange of information;
- establishing your entitlements under the Offer;
- distributing communications from the Offeror and/or Bridge Partners or their respective agents;
- compiling statistical code information and Shareholder profiles;
- making disclosures as required by laws, rules or regulations (whether statutory or otherwise);
- disclosing relevant information to facilitate claims or entitlements;
- any other purpose in connection with the business of the Offeror or the Registrar; and
- any other incidental or associated purposes relating to the above and/or to enable the Offeror and/or Bridge Partners to discharge their obligations to the Shareholders and/or regulators and any other purposes to which the Shareholders may from time by time agree to or be informed of.

3. Transfer of personal data

The personal data provided in this form of acceptance and transfer will be kept confidential but the Offeror and/or Bridge Partners 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 Offeror, its subsidiaries and/or agent(s), such as its financial adviser 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 Bridge Partners and/or the Registrar, in connection with the operation of its business;
- the Stock Exchange, the SFC and any 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 or institutions whom the Offeror, Bridge Partners or the Registrar considers 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 Bridge Partners and/or the Registrar hold your personal data, to obtain a copy of that data, and to correct any data that is incorrect. In accordance with the Ordinance, the Offeror and/or Bridge Partners and/or the Registrar have the right to charge a reasonable fee for the processing of any data access requests. 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 and/or Bridge Partners and/or the Registrar (as the case may be).

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

個人資料

收集個人資料聲明

香港法例第486章個人資料(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。本收集個人資料聲明旨在知會閣下有關收購方、寶橋及登記處有關個人資料及該條例的政策及慣例。

1. 收集閣下個人資料的原因

如閣下接納股份收購建議，閣下須提供所需個人資料。倘閣下未能提供所需資料，則可能導致閣下的接納不獲受理或有所延誤。如所提供的資料有任何不準確，閣下須即時知會收購方及/或過戶處。

2. 用途

閣下於本接納及過戶表格提供的個人資料可能會就下列用途加以運用、持有及/或以任何方式保存：

- 處理閣下的接納及核實遵循本接納及過戶表格及綜合文件載列的條款及申請手續；
- 登記以閣下名義的股份轉讓；
- 保存或更新有關股份持有人的登記冊；
- 核實或協助核實簽名，以及進行任何其他資料核實或交換；
- 確定閣下根據收購建議有權取得的配額；
- 自收購方及/或寶橋或彼等各自的代理人接收所發佈的通訊；
- 編製統計代碼資料及股東簡歷；
- 按法例、規則或規例(無論法定或非法定者)作出披露；
- 披露有關資料以便索償或享有權益；
- 有關收購方或過戶處業務的任何其他用途；及
- 有關上文所述任何其他臨時或關連用途及/或以便收購方及/或寶橋履行彼等對股東及/或監管機構的責任及股東不時同意或知悉的其他用途。

3. 轉交個人資料

本接納及過戶表格提供的個人資料將作為機密資料妥為保存，惟收購方及/或寶橋及/或過戶處為達致上述或其中任何用途，可能作出其認為必需的有關查詢，以確認個人資料的準確性，尤其可向或自下列任何及所有人士及實體披露、獲取或轉交(無論在香港境內外)該等個人資料：

- 收購方、其附屬公司及/或代理，例如其財務顧問及過戶處；
- 向收購方及/或寶橋及/或過戶處就其業務經營提供行政、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、證監會及任何監管或政府機構；
- 與閣下進行交易或建議進行交易的任何其他人士或機構，例如往來銀行、律師、會計師或持牌證券交易商；及
- 收購方、寶橋或過戶處認為必需或適當情況下的任何其他人士或機構。

4. 存取及更正個人資料

根據該條例的規定，閣下可確認收購方及/或寶橋及/或過戶處是否持有閣下的個人資料，並獲取該資料副本，以及更正任何不正確資料。根據該條例的規定，收購方及/或寶橋及過戶處可就獲取任何資料的要求收取合理手續費。存取資料或更正資料或獲取有關政策及慣例之資料，以及所持資料類別的所有要求，須提交收購方及/或寶橋及/或過戶處(視情況而定)。

閣下一經簽署本接納及過戶表格，即表示同意上述所有條款。

THIS FORM OF ACCEPTANCE AND TRANSFER IS IMPORTANT AND REQUIRES YOUR IMMEDIATE ATTENTION. If you are in doubt as to any aspect of this form of acceptance and transfer or as to the action to be taken, you should consult your licensed securities dealer, registered institution in securities, bank manager, solicitor, professional accountant, or other professional adviser.

If you have sold or transferred all your Share(s), you should at once hand this form of acceptance and transfer and the accompanying Composite Document to the purchaser(s) or transferee(s) or to the licensed securities dealer or 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 Offer to the overseas Shareholders may be prohibited or affected by the laws and regulations of the relevant jurisdictions. Overseas Shareholders should obtain appropriate legal advice or, acquaint themselves about and observe any applicable legal or regulatory requirements. It is the responsibility of each overseas Shareholder who wishes to accept the Offer to satisfy himself, herself or itself as to the full observance of all applicable laws and regulations of the relevant jurisdiction in connection therewith, including but not limited to 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, regulatory and/or legal requirements. Overseas Shareholders will also be fully responsible for the payment of any transfer or other taxes and duties payable in respect of the relevant jurisdictions. The Offeror, Bridge Partners and all persons involved in the Offer shall be entitled to be fully indemnified and held harmless by the overseas Shareholders for any taxes as they may be required to pay. Acceptance of the Offer by you will be deemed to constitute a representation and warranty by you to the Offeror and/or Bridge Partners that the local laws and requirements have been fully complied with and such acceptance shall be valid and binding in accordance with the applicable laws. You are recommended to seek professional advice on deciding whether to accept the Offer.

HOW TO COMPLETE THIS FORM

Shareholders are advised to read this form of acceptance and transfer in conjunction with the accompanying Composite Document before completing this form. To accept the Offer made by Bridge Partners on behalf of the Offeror to acquire your Shares at a cash price of HK\$1.70 per Share, you should complete and sign this form of acceptance and transfer overleaf and forward this form of acceptance and transfer, together with the relevant Share certificate(s) (the "Share Certificate(s)") and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof), for not less than such number of Shares in respect of which you wish to accept the Offer, by post or by hand to Computershare Hong Kong Investor Services Limited (the "Registrar") at 46th Floor, Hopewell Centre, 183 Queen's Road East, Wanchai, Hong Kong, marked "**KTP Holdings Limited — Cash Offer**" on the envelope as soon as possible, and in any event so as to reach the Registrar by not later than 4:00 p.m. on 16 February 2011 (Hong Kong time) or such later time and/or date as the Offeror may determine and announce in accordance with the Takeovers Code.

FORM OF ACCEPTANCE AND TRANSFER IN RESPECT OF THE OFFER

To: The Offeror and Bridge Partners

1. My/Our execution of this form overleaf shall be binding on my/our successors and assigns, and shall constitute:
 - (a) my/our acceptance of the Offer made by Bridge Partners 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 Shares specified in this form of acceptance and transfer;
 - (b) my/our irrevocable instruction and authority to each of the Offeror and/or Bridge Partners and/or any of their respective agent(s) to collect from the Company or the Registrar on my/our behalf the Share Certificate(s) in respect of the Shares 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 any satisfactory indemnity or indemnities required in respect thereof), 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) on and subject to the terms and conditions of the Offer, as if it was/they were Share Certificate(s) delivered to them together with this form of acceptance and transfer;
 - (c) my/our irrevocable instruction and authority to each of the Offeror and/or Bridge Partners or any of 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 Offer (less seller's *ad valorem* stamp duty payable by me/us in connection with my/our acceptance of the Offer), by ordinary post at my/our risk to the person named at 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 shareholders) at the registered address shown in the register of members of the Company within 10 days from the date of receipt of duly completed acceptances by the Registrar;
(Note: insert name and address of the person to whom the cheque is to be sent if different from the registered Shareholder or the first-named of joint registered Shareholders.)
Name: (in block capitals)
Address: (in block capitals)
 - (d) my/our irrevocable instruction and authority to each of the Offeror and/or Bridge Partners or such person or persons as any of them may direct for the purpose, on my/our behalf, to make, execute and deliver 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 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 this form of acceptance and transfer in accordance with the provisions of that Ordinance and to make, execute and deliver any other document or instrument in a form specified by the Stock Exchange as may be necessary to effect valid transfer of such Shares under the bye-laws of the Company and to make endorsement on it under that ordinance;
 - (e) my/our irrevocable instruction and authority to any director of the Offeror, Bridge Partners or such person or persons as any of them may direct to complete and execute any document on behalf of the person accepting the Offer and to do any other act that may be necessary or expedient for the purposes of vesting in the Offeror or such person or persons as it may direct the Shares, in respect of which such person has accepted the Offer;
 - (f) 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 Shares to the Offeror or such person or persons as it may direct free from all Encumbrances and together with all rights accruing or attaching thereto as at the date of the Composite Document or subsequently becoming attached to them, including, without limitation, the right to receive all dividends and distributions declared, made or paid by reference to a record date on or after the date on which the Offer is made, i.e. the date of the Composite Document, in respect of the Shares tendered pursuant to the Offer; and
 - (g) my/our agreement to ratify each and every act or thing which may be done or effected by the Offeror or Bridge Partners or any of their respective agent(s) or such person or persons as any of them may direct on the exercise of any of the authorities contained herein.
2. I/We understand that acceptance of the Offer by me/us will be deemed to constitute a warranty by me/us to the Offeror and Bridge Partners that the Shares held by me/us to be acquired under the Offer are sold free from all Encumbrances and together with all rights attaching thereto including the right to receive all dividends and distributions declared, made or paid by reference to a record date on or after the date on which the Offer is made, i.e. the date of the Composite Document.
3. I/We hereby warrant and represent to you that I/we am/are the registered holder(s) of the Shares specified in this form of acceptance and transfer and I/we have the full right, power and authority to sell and pass the title and ownership of my/our Shares to the Offeror absolutely by way of acceptance of the Offer.
4. In the event that my/our acceptance is not valid, in accordance with the terms of the Offer, all instructions, authorisations and undertakings contained in paragraph 1 above shall cease 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 satisfactory indemnity or indemnities required in respect thereof), together with this form duly cancelled, by ordinary post at my/our own risk to the person named in paragraph 1(c) above or, if no name and address is stated, to me or the first-named of us (in the case of joint registered shareholders) at the registered address shown in the register or branch register of members of the Company.
Note: When you have sent one or more transfer receipt(s) and in the meantime the relevant Share Certificate(s) has/have been collected by the Offeror and/or Bridge Partners or any of their respective agent(s) from the Company or the Registrar on your behalf upon your acceptance of the Offer, you will be returned such Share Certificate(s) in lieu of the transfer receipt(s).
5. I/We warrant to the Offeror and the Company that I/we have satisfied the laws and regulations of the jurisdiction where my/our address is stated in the register of members of the Company in connection with my/our acceptance of the Offer, including but not limited to 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 and/or regulatory requirements.
6. I/We warrant to the Offeror and the Company that I/we shall be fully responsible for payment of any transfer or other taxes and duties payable in respect of the jurisdiction where my/our address is located as set out in the register of members of the Company.
7. I/We enclose the relevant Share Certificate(s) and/or transfer receipt(s) and/or any other document(s) of title (and/or any satisfactory indemnity or indemnities required in respect thereof) for the whole/part of my/our holding of 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 of acceptance and transfer, Share Certificate(s) and/or transfer receipt(s) and/or any 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.
8. I/We acknowledge that my/our Shares sold to the Offeror by way of acceptance of the Offer will be registered under the name of the Offeror or its nominee.
9. I/We irrevocably undertake, represent, warrant and agree to and with the Offeror and Bridge Partners (so as to bind my/our successors and assignee) that in respect of the Shares which are accepted under the Offer, which acceptance has not been validly withdrawn, and which have not been registered in the name of the Offeror or as it may direct, to give:
 - (a) an authority to the Company and/or its agents from me/us to send any notice, circular, warrant or other document or communication which may be required to be sent to me/us as a member of the Company (including any Share Certificate(s) and/or other document(s) of title issued as a result of conversion of such Shares into certificated form) to the Offeror;
 - (b) an irrevocable authority to the Offeror or its agents to sign any consent to short notice of any general meeting of the Company on my/our behalf and/or to attend and/or to execute a form of proxy in respect of such Shares appointing any person nominated by the Offeror to attend such general meeting (or any adjournment thereof) and to exercise the votes attaching to such Shares on my/our behalf, such votes to be cast in a manner to be determined at the sole discretion of the Offeror subject to the Takeovers Code; and
 - (c) my/our agreement not to exercise any of such rights without the consent of the Offeror and my/our irrevocable undertaking not to appoint a proxy for, or to attend any, such general meeting and subject as aforesaid, to the extent I/we have previously appointed a proxy, other than the Offeror or its nominee or appointee, for or to attend or to vote at the general meeting of the Company, I/we hereby expressly revoke such appointment.
10. I/We acknowledge that, save as expressly provided in the Composite Document, all the acceptance, instructions, authorisation and undertakings hereby given shall be unconditional and irrevocable.